



## FLUVANNA COUNTY BOARD OF SUPERVISORS

### REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

October 21, 2015, at 7:00 pm

#### TAB AGENDA ITEMS

#### 1 – CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE

#### 2 – ADOPTION OF AGENDA

#### 3 – COUNTY ADMINISTRATOR'S REPORT

#### 4 – BOARD OF SUPERVISORS' UPDATES

#### 5 – PUBLIC COMMENTS #1 (5 minutes each)

#### 6 – PUBLIC HEARING

E ZMP 15-02: Steven L. Peters—Steve Tugwell, Senior Planner

F SUP 15-06: Louisa County Water Authority – Jason Stewart, Planning and Zoning Administrator & Steve Tugwell, Senior Planner

SUP 15-08: James River Water Authority – Jason Stewart, Planning and Zoning Administrator & Steve Tugwell, Senior Planner

#### 7 – ACTION MATTERS

G FY15 Loan to the Fork Union Sanitary District (FUSD)—Eric Dahl, Finance Director

H Advertisement of the Proposed Fluvanna County Code Updates—Steven M. Nichols, County Administrator

I Appointment to the Fluvanna County Partnership for Aging Committee—At-Large—Steven M. Nichols, County Administrator

J Appointment to the Fluvanna County Partnership for Aging Committee—Fork Union—Steven M. Nichols, County Administrator

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

None

#### 9 – CONSENT AGENDA

K DEQ Stormwater Program "Opt Out" Support Resolution – Bobby Popowicz, Community Development Director

L FY16 Schools VSUP Budget Supplemental Appropriation—Ed Breslauer, FCPS Director of Finance

M AP Report, September 2015—Eric Dahl, Finance Director

Mc FY15-FY16 Carryover Request—Mary Anna Twisdale, Management Analyst

N Invitation For Bid – Fluvanna County Community Center Roof Replacement—Cyndi Toler, Purchasing Officer

O RFP - Benefits Consulting and 3rd Party Administrative Services—Cyndi Toler, Purchasing Officer

P Capital Reserve Maintenance Fund Request: Evacuation Chairs—Chuck Winkler, Deputy Administrator, FCPS

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

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**10 – UNFINISHED BUSINESS**

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TBD

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**11 – NEW BUSINESS**

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TBD

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**12 – PUBLIC COMMENTS #2** (5 minutes each)

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**13 – CLOSED MEETING**

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TBD

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**14 – ADJOURN**

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Steven M. Nichols  
2015.10.15 13:38:38  
-04'00'

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County Administrator Review

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

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

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## 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.

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



## FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

**Meeting Date:** October 21, 2015

<b>AGENDA TITLE:</b>	ZMP 15:02 – Steven L. Peters				
<b>MOTION(s):</b>	I move that the Board of Supervisors <b>approve/deny/defer</b> ZMP 15:02 of the attached ordinance for ZMP 15:02, a request to amend the Fluvanna County Zoning Map with respect to approximately 21.5 acres of Tax Map 8, Section A, Parcel A14A, to rezone the same from A-1, Agricultural, General, to B-1, Business, General (conditional).				
<b>CATEGORY</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	x				
<b>STAFF CONTACT(S):</b>	Steve Tugwell, Senior Planner				
<b>PRESENTER(S):</b>	Steve Tugwell, Senior Planner				
<b>RECOMMENDATION:</b>	At its meeting on September 23, 2015, the Planning Commission <b>recommended approval</b> of ZMP 15:02 (5-0); Mr. Gaines moved to recommend approval, Mr. Zimmer seconded; Ayes: Bibb, Eager, Gaines, Johnson, and Zimmer.				
<b>TIMING:</b>	Immediate decision requested at current meeting.				
<b>DISCUSSION:</b>	Request to amend the Fluvanna County Zoning Map with respect to 21.5 acres of Tax Map 8, Section A, Parcel A14A to rezone the same from Agricultural, General, to B-1, Business, General (conditional).				
<b>FISCAL IMPACT:</b>	-				
<b>POLICY IMPACT:</b>	<p><b>Regarding ZMP 15:02</b>, The Board of Supervisors may:</p> <ul style="list-style-type: none"> <li>• Approve this request, allowing the Fluvanna County Zoning Map to be amended; OR</li> <li>• Deny this request, preventing the Fluvanna County Zoning Map to be amended; OR</li> <li>• Defer this request and make a final decision at a later date.</li> </ul>				
<b>LEGISLATIVE HISTORY:</b>	<p>Review of a proposed Zoning Map Amendment in accordance with Chapter 22, Article 17 of the Fluvanna County Code (Zoning Ordinance: Conditional rezoning).</p> <p>Application was received on April 1, 2015;</p> <p>Planning Commission reviewed the request on September 23, 2015.</p>				
<b>ENCLOSURES:</b>	Staff Report (with accompanying attachments)				





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# COUNTY OF FLUVANNA

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*"Responsive & Responsible Government"*

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

## STAFF REPORT

**To:** Fluvanna County Board of Supervisors  
**Case Number:** ZMP 15:02  
**Tax Map:** Tax Map 8, Section A, Parcel A14A

**From:** Steve Tugwell  
**District:** Palmyra  
**Date:** October 21, 2015

**General Information:** This request is to be heard by the Board of Supervisors on Wednesday, October 21, 2015 at 7:00 p.m. in the Circuit Court Room in the Courts Building.

**Owner/Applicant:** Steven L. Peters

**Representative:** Shimp Engineering, P.C. – Justin M. Shimp, P.E.

**Requested Action:** To amend the Fluvanna County Zoning Map with respect to approximately 21.5 acres of Tax Map 8, Section A, Parcel A14A, to rezone the same from A-1, Agricultural, General, to B-1 Business, General (conditional). (Attachment A)

**Location:** The affected property is located on the northwest corner of the intersection of Thomas Jefferson Parkway (Route 53), and Lake Monticello Road. The property is located in the Palmyra Election District and is within the Rivanna Community Planning Area. (Attachment B)

**Existing Zoning:** A-1, Agricultural, General (Attachment C)

**Proposed Zoning:** B-1, Business, General (conditional)

**Existing Land Use:** Vacant land

**Planning Area:** Rivanna Community Planning Area

**Adjacent Land Use:** Adjacent properties are zoned A-1, Agricultural, General

**Zoning History:** None

**Neighborhood Meeting:**

Excluding staff and the applicant, there were no other attendees at the April 15, 2015 neighborhood meeting.

**Technical Review Committee:**

The following comments were generated from the April 16, 2015 Technical Review Committee meeting:

1. VDOT stated that they have been working on a turn lane improvement project at this location, however, progress recently slowed due to Right of Way acquisition which will include land on the southwest side of Rte. 53 that is in a Virginia Outdoor Foundation Easement. The developer proposes a roundabout at this location which would be an ideal long term fix at this location. Rte. 53 and Rte. 618 are both Major Collectors. Based on VDOT's 2014 Traffic Data, Rte. 53 carries 6900 AADT and while Rte. 618 carries 3,000 AADT. Given the existing traffic volumes and the proposed commercial growth in this area, this intersection is a good candidate for a roundabout. The Right of Way dedication proposed by the developer would allow for much of the roundabout to be constructed outside of the existing Rte. 53 and Rte. 618 travel lanes which would reduce both construction time and cost.
2. This site is within Dominion Power's jurisdiction. Comments from Dominion are forthcoming;
3. The erosion and sediment control inspector asked what the plan is for stormwater management, and that an E&S plan will be required;
4. Planning staff inquired whether or not to expect proffers with this request, and that a site development plan is required for any future improvements;
5. The Fire Chief inquired about who the water service provider will be, and what size line will be used, and the desire to have fire hydrants at this location;
6. Aqua Virginia stated that water and sewer service is available to this site;
7. Health Dept. stated they have no comments.  
(Attachment D)

**Planning Commission meeting** – September 23, 2015

The Planning Commission considered this request at their September 23, 2015 meeting, and voted to recommend approval 5-0. AYES: Bibb, Eager, Gaines, Johnson, and Zimmer.



**Statement of Intent:**

This district is composed of certain low to medium density concentrations of residential uses, together with certain complementary public, semi-public, institutional, commercial and recreational uses, all of which are intended to be at a scale appropriate to support the residential needs of the district. It is intended that this district be applied to the existing community of Lake Monticello and Community Planning Areas as defined by the Comprehensive Plan. The regulations for this district are designed to stabilize and protect the essential characteristics of the district, to promote and encourage, insofar as compatible with the intensity of land use, a suitable environment for family life and to permit certain related public, semi-public, institutional and recreational uses and certain commercial uses of a character compatible with such residential uses and which are unlikely to develop general concentrations of traffic, crowds of customers, and general outdoor advertising. To these ends, retail activity is sharply limited and this district is protected against encroachment of general commercial or industrial uses.

**Signed Submitted Proffer Statement:** Revised on September 15, 2015

1) **Land Dedication.** Subsequent to a request by the Fluvanna County Board of Supervisors for construction of a round-about and subsequent to approval by the Virginia Department of Transportation for funding and construction of the round-about, Owner shall dedicate land to the County of Fluvanna along the frontage of Lake Monticello Road (S.R. 618) and along Thomas Jefferson Parkway (S.R. 53) to permit the future construction, by others, of improvements to the intersection of Lake Monticello Road and Thomas Jefferson Parkway. The dedication of land shall be in general accordance with that shown on sheet 5 of the Application Plan. Owner shall pay costs associated with: surveying the land, preparing the subdivision plat creating the parcel to be dedicated, application for review and approval by the County of Fluvanna, and for preparing the deed of dedication. Should the Virginia Department of Transportation fail to approve a construction plan and funding for a round-about at the intersection of S.R. 618 and S.R. 53 within ~~three~~ six years of approval of ZMP 15:02; this land dedication proffer #1 and the associated construction easement proffer #2 shall be null and void. ~~Should construction of a round about at the intersection of S.R. 618 and S.R. 53 fail to commence within five years of approval of ZMP 15:02; this land dedication proffer #1 and the associated construction easement proffer #2 shall be null and void.~~

Dedicated portions of property for road/intersection improvements described in this Proffer 1 exceed those required for the development of the parcel and are for the benefit of the public.

2) **Construction Easements.** In addition to the land dedication as described in the above proffer #1, the Owner shall provide temporary easements as needed for the construction of a round-about at the intersection of Lake Monticello Road and Thomas Jefferson Parkway.

3) **Phasing for Transportation.** Construction of the Colonial Circle B-1 Business development shall be limited to a maximum of 20,000 square feet of commercial space until such time that a round-a-

bout is constructed at the intersection of Lake Monticello Road (S.R. 618) and Thomas Jefferson Parkway (S.R. 53).

**4) Limits of Zoning.** The acreage of property zoned B-1 shall include exactly 21.5 acres and the boundaries of the rezoned acreage shall be in accordance with the limits shown on sheet 6 of the Application Plan.

**Analysis:**

The applicant is requesting to rezone 21.5 acres of a 61.95 acre parcel (Tax Map 8, Section A, Parcel A14A) from A-1, Agricultural, General, to B-1, Business, General (conditional). The subject parcel is located on the northwest corner of the intersection of Thomas Jefferson Parkway (Route 53), and Lake Monticello Road (Route 618). The applicant has stated that this development would be a mixture of retail and service-oriented spaces, which may include restaurants.

According to the Northwest Fluvanna/Southwest Louisa Multimodal Corridor Study Report (6-30-2007), *“roundabouts should be considered as alternatives to signalized or stop-controlled intersections. In many cases, roundabouts can offer improved safety and capacity, and offer an opportunity for landscape enhancements. Roundabouts make excellent gateway treatments, as they require all entering vehicles to reduce their speed”*.

Through coordination with VDOT, the applicant has conceptualized a roundabout design at the intersection of Routes 53 and 618, which would serve as the main commercial entrance to the proposed development. The roundabout drawing provided with this application is conceptual, and provides for right-of-way land in which to construct a new intersection, which may take the form of a roundabout. The applicant has stated *“the roundabout recommendation for his location is a good solution and will address both the congestion (LOS) and safety (crashes and severity of crashes) concerns at this location now and well into the future and eliminate the need for the current project under development. However, without an identified source of funding a roundabout project cannot move forward.”*

Planning staff received additional information and a traffic analysis from the applicant on June 1, 2015 regarding site access and impact of the development on traffic. The applicant has proffered to cooperate with VDOT if requested to, and dedicate land along Route 618 and Route 53 to allow for future construction of improvements that may be warranted to the intersection. The applicant has also proffered to limit commercial development to a maximum of 20,000 square feet until such time that a round-a-bout is constructed at the intersection of Lake Monticello Road (Route 618), and Thomas Jefferson Parkway (Route 53). The revised draft proffers dated September 15, 2015, provides for the dedication of land for a roundabout, however this proffer states that *“should the Virginia Department of Transportation fail to approve a construction plan and funding for a roundabout at the intersection of State Route 618 and State route 53 within six (6) years of approval of ZMP 15:02; this land dedication proffer # 1 and the associated construction easement proffer # 2 shall be null and void.”*

In a memo dated August 3, 2015, Mr. Shimp states they have been researching roundabout funding options in an effort to address the concerns of VDOT and the Planning Commission.

The possibility of installing a signalized intersection as an alternative way to address safety issues at the 53/618 intersection is also discussed. Mr. Shimp reports that *“we are not aware of any plans for funding signalization of this intersection, but a roundabout is safer and more efficient than a signalized intersection.”* While 20,000 square feet of commercial space on this corner will provide a positive economic benefit to Fluvanna County, a development project of this scale cannot reasonably accommodate the construction costs of the roundabout, however, ZMP 15:02 does include a proffer and a conceptual plan for constructing the roundabout.

Lastly, Mr. Shimp says that *“Ultimately, it is the responsibility of Fluvanna County Supervisors to determine what planning and funding options to pursue and Mr. Peters would like to assist the county by providing a dedication of land for the roundabout.”*

(Attachment E)

### **Land Use Chapter:**

The Comprehensive Plan designates these properties as within the Rivanna Community Planning Area. According to this chapter, *“additional services and infrastructure are needed to accommodate more growth”*. Additionally, *“medium and small commercial businesses, along with office, civic, and residential uses, combine to form a series of neo-traditional developments that are interconnected with surrounding development”*. This is a heavily populated area of the county, with a variety of retail establishments designed to support the existing residential community.

Further, *“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 already in this community. Additional services and infrastructure are needed to accommodate more growth.”*

The proposed rezoning proposes a mixture of both residential and commercial, in a compact, neo-traditional like environment.

### **Economic Development:**

The 2009 Comprehensive Plan states that Goal 2 under the Course of Action Section is *“to implement the county’s community planning areas, as shown on the Future Land Use Map”*. The Rivanna Community Planning Area is the most developed planning area in the county, and represents a good mixture of residential and commercial uses to sustain the citizenry. A variety of retail, food service, and professional service oriented businesses are located in and around the Rivanna CPA.

### **Conclusion:**

This rezoning request appears to meet the intent of the Comprehensive Plan in the proposed rezoning may contribute to *“medium and small commercial businesses, along with office, civic, and residential uses, combine to form a series of neo-traditional developments that are interconnected with surrounding development”*.

In addition to conformance with the Comprehensive Plan, the Board of Supervisors may want to consider any potential adverse impacts, such as traffic entering and exiting the property, noise, or potential impacts to adjacent properties.

**Suggested Motion:**

I move that the Board of Supervisors **approve/deny/defer** ZMP 15:02 of the attached ordinance for ZMP 15:02, a request to amend the Fluvanna County Zoning Map with respect to approximately 21.5 acres of Tax Map 8, Section A, Parcel A14A, to rezone the same from A-1, Agricultural, General, to B-1, Business, General (conditional).

**Attachments:**

A – Application and APO letter

B – Aerial Vicinity Map

C – Existing zoning map

D – TRC comment letter and emails

E – Applicant’s site rendering, revised draft proffer statement, roundabout funding options, VDOT proposed safety improvements and email from Mark Wood with VDOT dated June 24, 2015

F - Proposed ordinance

Copy: Mr. Steven L. Peters, 2390 Auburn Hill Farm, Charlottesville, VA 22902

Justin M. Shimp, P.E., Shimp Engineering, P.C. via email - [justin@shimp-engineering.com](mailto:justin@shimp-engineering.com)

Kelly Strickland, Shimp Engineering, P.C., via email - [kelly@shimp-engineering.com](mailto:kelly@shimp-engineering.com)

Planning Commission - [planningcommission@fluvannacounty.org](mailto:planningcommission@fluvannacounty.org)

Frederick Payne, Esquire, via email - [fpayne@fluvannacounty.org](mailto:fpayne@fluvannacounty.org)

Mark Wood, P.E., VDOT, via email - [James.Wood@VDOT.virginia.gov](mailto:James.Wood@VDOT.virginia.gov)

File



COMMONWEALTH OF VIRGINIA  
 COUNTY OF FLUVANNA  
 Application for Rezoning

Received  
 APR - 1 2015  
 Fluvanna County

Owner of Record: Steven L. Peters Applicant of Record: Same as Owner of Record

E911 Address: 2390 Auburn Hill Farm Charlottesville VA 22902 E911 Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Representative: Shimp Engineering, PC - Justin Shimp, PE

**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.**

E911 Address: 201 E. Main St. Suite M Charlottesville VA 22902

Phone: (434) 227-5140 Fax: \_\_\_\_\_

Email: Justin@Shimp-Engineering.com

Is property in Agricultural Forestal District?  No  Yes

If Yes, what district: \_\_\_\_\_

Tax Map and Parcel(s): Portion of T.M. 8-((A))-A14A Deed Book Reference: 799-429,346-522,312-863,307-353

Acreage: 21.5 Zoning: A-1 Deed Restrictions?  No  Yes (Attach copy)

Location of Parcel: Northwest corner of intersection of Thomas Jefferson Pkwy (U.S. 53) and Lake Monticello Road (S.R. 618)

Requested Zoning: B-1 Business Proposed use of Property: New intersection (round-a-bout) and 20.7 acre commercial center

**Affidavit to Accompany Petition for Rezoning**

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the Board of Supervisors during the normal discharge of their duties in regard to this request.

I/We, being duly sworn, depose and say that we are Owner/Contract Owner of the property involved in this application and that we are familiarized ourselves with the rules and regulations of the Zoning Ordinance with respect to preparing and filing this application and that the foregoing statements and answers herein contained and the information on the attached map to the best of our ability and knowledge are true and correct and that the argument on behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of our knowledge.

Date: 31 March 2015 Signature of Owner/Applicant: [Signature]

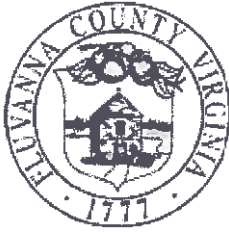
Subscribed and sworn to before me this 31<sup>st</sup> day of March, 20 15 Register # 101337

My commission expires: July 31, 2016 Notary Public: [Signature]

JENNIFER L. COOPER  
 NOTARY PUBLIC  
 COMMONWEALTH OF VIRGINIA  
 MY COMMISSION EXPIRES 07-31-2016

**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>04/01/15</u>	Pre-Application Meeting:	PH Sign Deposit Received: <input checked="" type="checkbox"/>	Application #: <u>ZMP 15 : 022</u>
\$1,000 plus \$50 for per acre plus mailing costs fee paid: <b>Mailing Costs: \$20.00</b> Adjacent Property Owner(APO) after 1st 15, Certified			
Proffer or Master Plan Amendment: \$750.00 plus mailing costs			
Election District: <u>Palmyra</u>	Planning Area: <u>Rivanna CPA</u>		
Public Hearings			
Planning Commission		Board of Supervisors	
Advertisement Dates: <u>(5/14 &amp; 5/21) (5/14)</u>	Advertisement Dates: <u>6/14 &amp; 6/11 (5/25)</u>		
APO Notification: <u>(5/11)</u>	APO Notification: <u>6/1</u>		
Date of Hearing: <u>5/27/2015</u>	Date of Hearing: <u>6/17</u>		
Decision:	Decision:		



COMMONWEALTH OF VIRGINIA  
 COUNTY OF FLUVANNA  
 Public Hearing Sign Deposit

Received  
 APR - 1 2015  
 Fluvanna County

Name: Steven L. Peters

Address: 2390 Auburn Hill Farm

City: Charlottesville

State: Virginia Zip Code: 22902

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

APR 31, 2015  
 Date

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

OFFICE USE ONLY

Application #: BZA : CPA : SUP : ZMP 15 : 002 ZTA :

\$90 deposit paid per sign\*: ✓ paid

Approximate date to be returned: 06/18/2015

# Memorandum

DATE: October 1, 2015  
RE: Board of Supervisors APO Letter  
TO: Jason Stewart  
FROM: Deidre Creasy

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the October 21, 2015 Board of Supervisors Meeting.




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## COUNTY OF FLUVANNA

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“Responsive & Responsible Government”

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

### NOTICE OF PUBLIC HEARING

September 24, 2015

«Owner»

«Address»

«City\_State» «Zip\_Code»

TMP# «TMP»

#### Re: Public Hearing on ZMP 15:02

Dear «Owner»:

This letter is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on the above referenced item on **Wednesday, October 21, 2015 at 7:00 PM** in the Circuit Court Room at the Fluvanna County Courts Building in Palmyra, VA. The request is described as follows:

**ZMP 15:02 – Steven L. Peters** - *An ordinance to amend the Fluvanna County Zoning Map with respect to 21.5 acres of Tax Map 8, Section A, Parcel A14A to rezone the same from A-1, Agricultural, General to B-1, Business, General. The affected property is located on the northwest corner of the intersection of Thomas Jefferson Parkway (Route 53), and Lake Monticello Road. The property is located in the Palmyra Election District and is within the Rivanna Community Planning Area.*

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

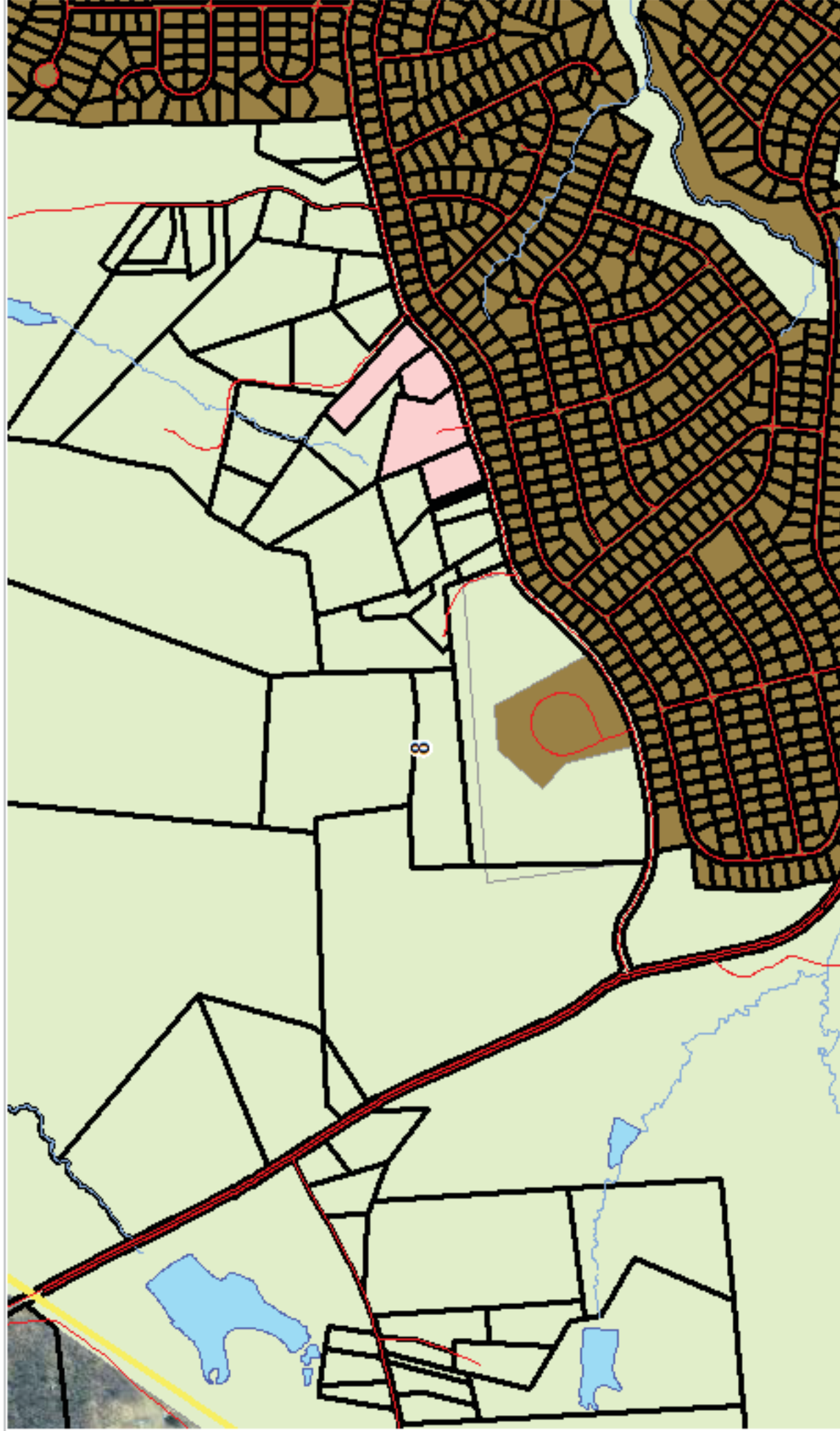
Sincerely,

Steven Tugwell  
Senior Planner



ZMP 15:02 Steven L. Peters					
TMP		Name	Address	City, State	ZIP
8	A	4A	WAYNE H HARLOW	8364 THOMAS JEFFERSON PKWY	Charlottesville, Va 22902
8	A	13	BETTY JEAN JARRELL	8268 THOMAS JEFFERSON PKWY	Charlottesville, Va 22902
8	A	5A	Roy & Crystal Shifflett ETAL	8268 THOMAS JEFFERSON PKWY	Charlottesville, Va 22902
8	A	15	Roy & Crystal Shifflett ETAL	8268 THOMAS JEFFERSON PKWY	Charlottesville, Va 22902
8	9	5	George&Joann Bland	571 Belle Paradis Ln	Palmyra, Va 22963
8	A	22B	Lake Monticello O.A.	41 Ashlawn Blvd	Palmyra, Va 22963
8	A	A14A	STEVEN L & CODIE C PETERS	2390 Auburn Hill Farm	Charlottesville, Va 22902





Scale: 1:18055.954822

Date: 05/22/2015

Printed By:




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## COUNTY OF FLUVANNA

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

May 4, 2015

Steven L. Peters  
2390 Auburn Hill Farm  
Charlottesville, VA 22902

Delivered via mail

**Re: ZMP 15:02 Steven L. Peters Rezoning Request from A-1 to B-1**  
**Tax Map: 8, Section A, Parcel A14A**

Dear Mr. Peters:

The following comments are the result of the Technical Review Committee meeting that was held on Thursday, April 16, 2015.

1. VDOT stated that they have been working on a turn lane improvement project at this location, however, progress recently slowed due to Right of Way acquisition which will include land on the southwest side of Rte. 53 that is in a Virginia Outdoor Foundation Easement. The developer proposes a roundabout at this location which would be an ideal long term fix at this location. Rte. 53 and Rte. 618 are both Major Collectors. Based on VDOT's 2014 Traffic Data, Rte. 53 carries 6900 AADT and while Rte. 618 carries 3,000 AADT. Given the existing traffic volumes and the proposed commercial growth in this area, this intersection is a good candidate for a roundabout. The Right of Way dedication proposed by the developer would allow for much of the roundabout to be constructed outside of the existing Rte. 53 and Rte. 618 travel lanes which would reduce both construction time and cost.
2. This site is within Dominion Power's jurisdiction. Comments from Dominion are forthcoming.
3. The erosion and sediment control inspector asked what the plan is for stormwater management, and that an E&S plan will be required;
4. Planning staff inquired whether or not to expect proffers with this request, and that a site development plan is required for any future improvements;
5. The Fire Chief inquired about who the water service provider will be, and what size line will be used, and the desire to have fire hydrants at this location;

6. Health Dept. stated they have no comments.

The Planning Commission will have a meeting to discuss this item at their Wednesday, May 27, 2015 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,



Steve Tugwell  
Senior Planner  
Dept. of Planning & Community Development

cc: Justin Shimp, P.E. – via email - [justin@shimp-engineering.com](mailto:justin@shimp-engineering.com)  
File

**Steven Tugwell**

---

**From:** Wood, Mark, P.E., L.S (VDOT) <James.Wood@VDOT.virginia.gov>  
**Sent:** Wednesday, April 29, 2015 5:30 PM  
**To:** Steven Tugwell  
**Cc:** Reed, James M. (VDOT); Wolfrey, Sharon A. (VDOT)  
**Subject:** VDOT's April 16, 2015 Fluvanna County TRC Comments

**Importance:** High

Steve,

**SDP 15:05 – Wary Brothers Inc. (Tax Map 5, Section 7, Parcel 9B), Fluvanna County (Better Living Drive)**

VDOT has made a site visit and reviewed the existing gravel Low Volume Entrance that serves the Zion Crossroads Self Storage. The existing gravel entrance is adequate to support the proposed 9,500 sq. ft. climate controlled storage building. Paving the first 25 ft. of the existing gravel entrance would be a nice improvement and is suggested, however, it is not a requirement.

**SDP 15:06 – LMOA – New Golf Clubhouse (Tax Map 18A, Section 4, Parcel 224A), Fluvanna County (Bunker Boulevard – private road)**

VDOT reviewed the site plan for the proposed Clubhouse, Cart Barn and expanded parking lot in Lake Monticello and the proposed project will not negatively impact VDOT's road system.

**SUP 15:02 – Flick Investments Group, LLC (Tax Map 59, Section A, Parcel 8), Fluvanna County (Rte. 695, Creasy Town Road)**

VDOT had previously visited this site and reviewed a proposed entrance location off Rte. 695 to access the existing storage building. The proposed entrance is located over 500 ft. off Rte. 15 and will provide for "stacking" of vehicles while customers make a right turn into the site. A commercial entrance permit will be required, entrance radii will be based on the size of delivery trucks coming into the site.

VDOT understands that the Applicant has an agreement with the adjacent church for overflow parking, the church has access off both Rte. 15 and Rte. 695. VDOT further understands that trucks will deliver estate type items to the storage building approximately two times per week, "Live Auctions" will be held on Thursdays 6:00 p.m. to approximately 11:00 – 12:00 a.m. and on Saturdays. Online auctions will be conducted from the building as well.

**ZMP 15:02 – Steven L. Peters (Tax Map 8, Section A, Parcel A14A), Fluvanna County (Rte. 53, Thomas Jefferson Parkway/Rte. 618, Lake Monticello Road.**

VDOT has been working on a turn lane improvement project at this location, however, progress recently slowed due to Right of Way acquisition which will include land on the southwest side of Rte. 53 that is in a Virginia Outdoor Foundation Easement. The developer proposes a roundabout at this location which would be an ideal long term fix at this location. Rte. 53 and Rte. 618 are both Major Collectors. Based on VDOT's 2014 Traffic Data, Rte. 53 carries 6900 AADT and while Rte. 618 carries 3,000 AADT. Given the existing traffic volumes and the proposed commercial growth in this area, this intersection is a good candidate for a roundabout. The Right of Way dedication proposed by the developer would allow for much of the roundabout to be constructed outside of the existing Rte. 53 and Rte. 618 travel lanes which would reduce both construction time and cost.

The proposed concept plan for a roundabout at the intersection of Rte. 53/618 has been provided to Location & Design staff at the Culpeper District staff for review. VDOT does not currently have funds to construct a roundabout at this location.

J. Mark Wood, P.E., L.S.  
Area Land Use Engineer  
Virginia Department of Transportation  
Land Development – South  
P.O. Box 2194  
Louisa, VA 23093  
Phone: (540) 967-3708  
Cell: (540) 223-5240  
Email: [Mark.Wood@VDOT.Virginia.gov](mailto:Mark.Wood@VDOT.Virginia.gov)

**Steven Tugwell**

---

**From:** Parker IV, Clifton L. <CLParkerIV@aquaamerica.com>  
**Sent:** Monday, May 04, 2015 3:21 PM  
**To:** Steven Tugwell  
**Subject:** RE: Lake Monticello Owner's Association Golf Clubhouse & Cart Barn

Steve-

This parcel is across from the church at 618/53 intersection and looks like a short extension to cross the road could serve it.

It is within our SCC service territory and growth area for the system.

Yes, public water and sewer are available, subject to tariff fees, regulatory approvals, review, etc.

Let me know if you need anything further on this.

These things take a while to proceed to a final design don't they?

Cliff Parker  
 804.310.0398

---

**From:** Steven Tugwell [<mailto:stugwell@fluvannacounty.org>]  
**Sent:** Monday, May 04, 2015 3:01 PM  
**To:** Parker IV, Clifton L.  
**Subject:** RE: Lake Monticello Owner's Association Golf Clubhouse & Cart Barn

Cliff- sorry I meant to copy you on this rezoning item earlier also.

This parcel is located at the corner of 618 and 53 and is a request to rezone from A-1 to B-1. May be more of a comment period during future site development planning, but I guess for now Aqua could say whether or not public water and sewer is available to this site.

Thanks!  
 Steve

---

**From:** Parker IV, Clifton L. [<mailto:CLParkerIV@aquaamerica.com>]  
**Sent:** Monday, May 04, 2015 12:24 PM  
**To:** Steven Tugwell  
**Cc:** Becker, Shannon V.; Natarajan, Ram; Hutchinson, Brent A.; 'Catherine Neelley'; Barbato, James C.  
**Subject:** FW: Lake Monticello Owner's Association Golf Clubhouse & Cart Barn

Steve – I have not been contacted by LMOA about the new club house or golf cart barn expansion project yet that I am aware of unless the contact was local.

We have no objection to their plans and look forward to working with them and you on this review.

Let me know if you have any other information about flow requirements for water and sewer for the new buildings.

What is your time frame for comments for your report?

Thanks.

Cliff Parker  
 804.310.0398



**Steven Tugwell**

---

**From:** Steve Olson <solson@MyCVEC.com>  
**Sent:** Monday, May 04, 2015 10:55 AM  
**To:** Steven Tugwell  
**Subject:** RE: April 16, 2015 TRC meeting comments

Steve,

No comments on the Wray Bothers Inc. Project. Power is already on site. Contact Engineering when ready if a new service is needed.

LMOA Clubhouse will need to contact CVEC get a work order to remove the overhead line where the new building is to be located. May want to consider leaving the old pole in place that is serving the existing facilities if possible. This could save on some costs but this depends on the routing of the existing secondary conductors that run to the old clubhouse. The new service for the new facilities whether single phase or three phase could be buried but there would be cost. Once the project is approved contact CVEC to create a new work order for the new service. At that time you can schedule an onsite meeting to discuss all available options.

Flick Investments Group, LLC. This project is in Dominion's Service Territory.

Steven L. Peters. This project is in Dominion's Service Territory.

Thanks,

Steven C. Olson  
Field Engineering Supervisor  
Reliability & System Engineering  
P. O. Box 247  
Lovingson, VA 22949  
800.367.2832, Ext. 1450  
Direct: 434.263.7631  
[www.mycvec.com](http://www.mycvec.com)



**Central Virginia Electric Cooperative**  
**HONEST · FAIR · RESPONSIBLE**

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**From:** Steven Tugwell [<mailto:stugwell@fluvannacounty.org>]  
**Sent:** Monday, May 04, 2015 10:34 AM  
**To:** Mike Brent; Steve Olson; Miller, Charles (VDH)  
**Cc:** Roger Black  
**Subject:** April 16, 2015 TRC meeting comments

**Steven Tugwell**

---

**From:** Wood, Mark, P.E., L.S (VDOT) <James.Wood@VDOT.virginia.gov>  
**Sent:** Wednesday, June 24, 2015 10:01 AM  
**To:** Steven Tugwell  
**Cc:** Barron, L. Marshall (VDOT); Proctor, Charles C. (VDOT); Jason Stewart; justin@shimp-engineering.com  
**Subject:** RE: Steven Peters rezoning at 53 & 618  
**Attachments:** RevenueSharingGuidelines.pdf

**Importance:** High

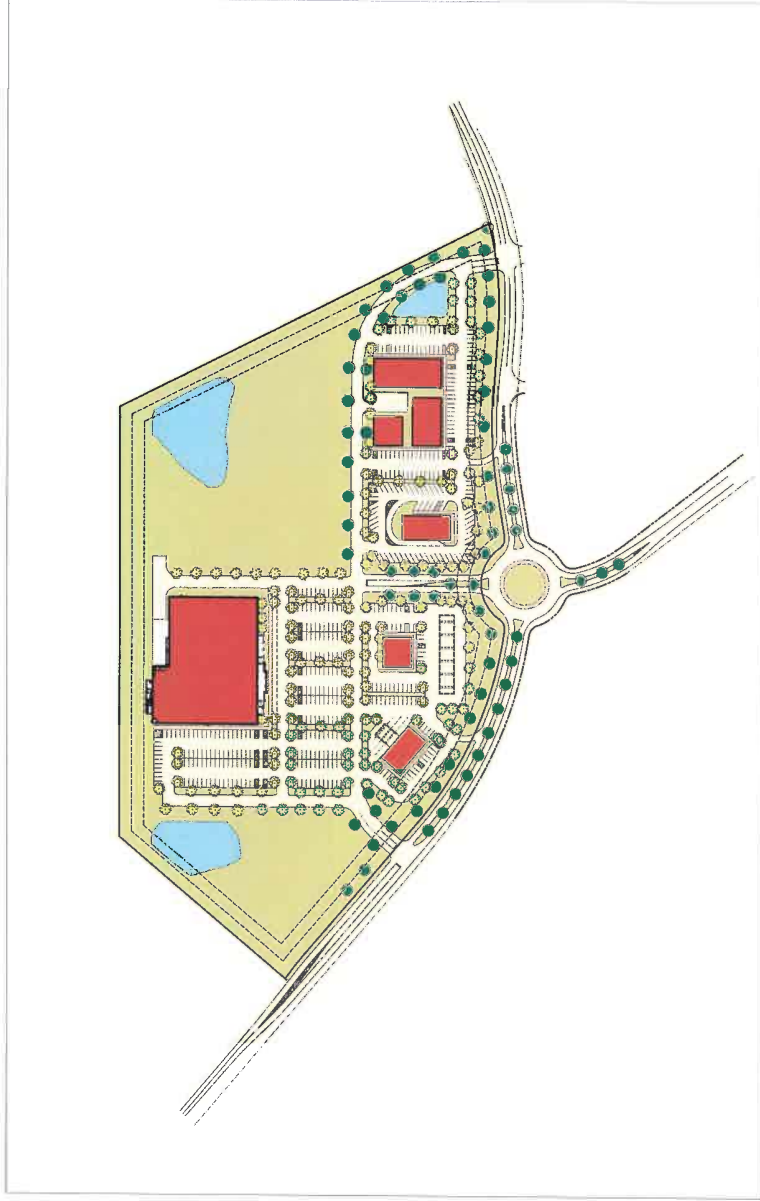
Steve,

VDOT has reviewed the documents (traffic analysis, draft proffers, etc.) that Justin Shimp provided to you and we have the following comments:

- Currently VDOT does have plans or a project to build a Roundabout at this location, and it is not our intent to do so unless it is deemed appropriate and funding is available;
- In addition to the improvements needed at the intersection of Route 53 and 618, the turn lanes (both right and left turn lanes) may be warranted at both of the other site access points on Route 53 and 618. The original concept plan did depict a left turn lane for the site entrance off of Route 53, but not for the site entrance off of Route 618. If these are warranted (based on the full build out of the site) they will be required at site plan and entrance approval. These items need to be thoroughly reviewed to ensure they can be constructed within the ROW controlled by the Developer and VDOT;
- The current analysis is for the Phase 1 portion of the development (up to 20,000 Sq. Ft.): The analysis shows the development will impact the existing traffic travelling through this location and further degrade the Level of Service to well beyond acceptable levels. The right of way dedication for the Roundabout is presented as the mitigation for these impacts, however, without funding for the design and construction of the Roundabout, the County and VDOT will need to address the impacts of the development without the roundabout improvement.
- The roundabout recommendation for this location is a good solution and will address both the congestion (LOS) and safety (crashes and severity of crashes) concerns at this location now and well into the future and eliminate the need for the current project under development. However, without an identified source of funding a roundabout project cannot move forward.
- If the County is willing to assist in funding a roundabout project it may be possible to move the proposed roundabout project forward. One avenue may be for the developer to donate the property to the County who in turn uses the value of the property as an in kind match in the VDOT's Revenue Sharing Program. I've attached a .pdf of VDOT's "Revenue Sharing Program Guidelines" for your convenience. The County will need to initiate this process if it is decided to pursue a Revenue Sharing Project for a roundabout.

J. Mark Wood, P.E., L.S.  
 Area Land Use Engineer  
 Virginia Department of Transportation  
 Land Development – South  
 P.O. Box 2194  
 Louisa, VA 23093  
 Phone: (540) 967-3708  
 Cell: (540) 223-5240

# ZMP APPLICATION PLAN FOR Colonial Circle



CONCEPTUAL DEVELOPMENT PLAN: THE SITE LAYOUT RENDERED ABOVE IS NOT PROFFERED WITH THIS ZMP APPLICATION

Received  
APR - 1 2015  
Fluvanna County

## APPLICATION TO REZONE 21.5 ACRES FROM AGRICULTURAL TO GENERAL BUSINESS

TAX MAP 8-((A)) PARCEL A14 (PORTION)  
CUNNINGHAM MAGISTERIAL DISTRICT  
FLUVANNA COUNTY, VIRGINIA  
APPLICATION DATE: April 1, 2015

**SHIMP**  
ENGINEERING &  
LAND PLANNING  
PROJECT MANAGEMENT  
CIVIL ENGINEERING

201 EAST MAIN STREET, SUITE M  
CHARLOTTEVILLE, VA 22902  
(434) 227-5140

## SHEET INDEX

C1	COVER SHEET
C2	EXISTING CONDITIONS
C3	REGIONAL CONTEXT PLAN
C4	GENERAL BUSINESS (B-1) ZONING GUIDELINES
C5	GENERAL IMPROVEMENT PLAN
C6	ZONING WITH EXISTING ROAD INTERSECTION
	SHEET C1 OF 6

# ZMP APPLICATION PLAN FOR Colonial Circle

ADJOINING PARCEL INFORMATION			
TAX MAP PARCEL	OWNER	ZONING	LAND USE
8-(A) 15	Shifflett, Roy Lee & Crystal L.	A-1	Residential
8-(A) 4A	Harlow, Wayne H.	A-1	Residential
8-(A) 5A	Shifflett, Roy & Crystal Et Al	A-1	Agricultural
8-(A) 23	Marks, Edward	A-1	Agricultural
8-(A) 13	Jansell, Betty Jean	A-1	Agricultural
8-(A) 5	Bland, George B. & Jo Ann	A-1	Residential
8-(A) 22B	Lake Monticello Owners Association	R-4	Campground
8-(A) 11	Effort Baptist Church	A-1	Church
8-(A) A14	Peters, Steven L. & Codie C.	A-1	(Easement)
8-(A) 11	Spredlin, Lindsay L. & Wile	A-1	Residential

LINE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C1	19 04.45'	665.26	216.23	109.02	215.34	N70 03 04' W
C2	50 44.24'	319.65	283.07	151.57	273.91	N66 22 53' W
C3	15 44.03'	598.00	164.22	82.63	163.70	N30 25 21' W
C4	13 59.58'	1407.50	343.91	172.62	343.06	N31 17 23' W
C5	9 14.28'	1934.85	278.30	139.39	278.09	N28 19 45' W



- EXISTING CONDITIONS NOTES:**
- BOUNDARY SURVEY INFORMATION PROVIDED BY ROGER W. RAY & ASSOCIATES, CHARLOTTESVILLE VA. TOPOGRAPHY (4 FT INTERVALS) PROVIDED BY FLUVANNA COUNTY GIS MAPPING.
  - THIS PROPERTY LIES WITHIN THE WATER AND SEWER JURISDICTIONAL AREA FOR AQUA VIRGINIA, INC.
  - STEEP SLOPES, STREAMS, AND WETLANDS HAVE NOT BEEN IDENTIFIED ON THIS SITE.



## APPLICATION TO REZONE 21.5 ACRES FROM AGRICULTURAL TO GENERAL BUSINESS

TAX MAP 8-(A) PARCEL A14 (PORTION)  
CUNNINGHAM MAGISTERIAL DISTRICT  
FLUVANNA COUNTY, VIRGINIA  
APPLICATION DATE: April 1, 2015

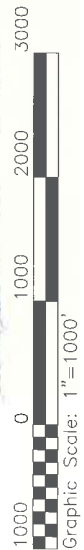
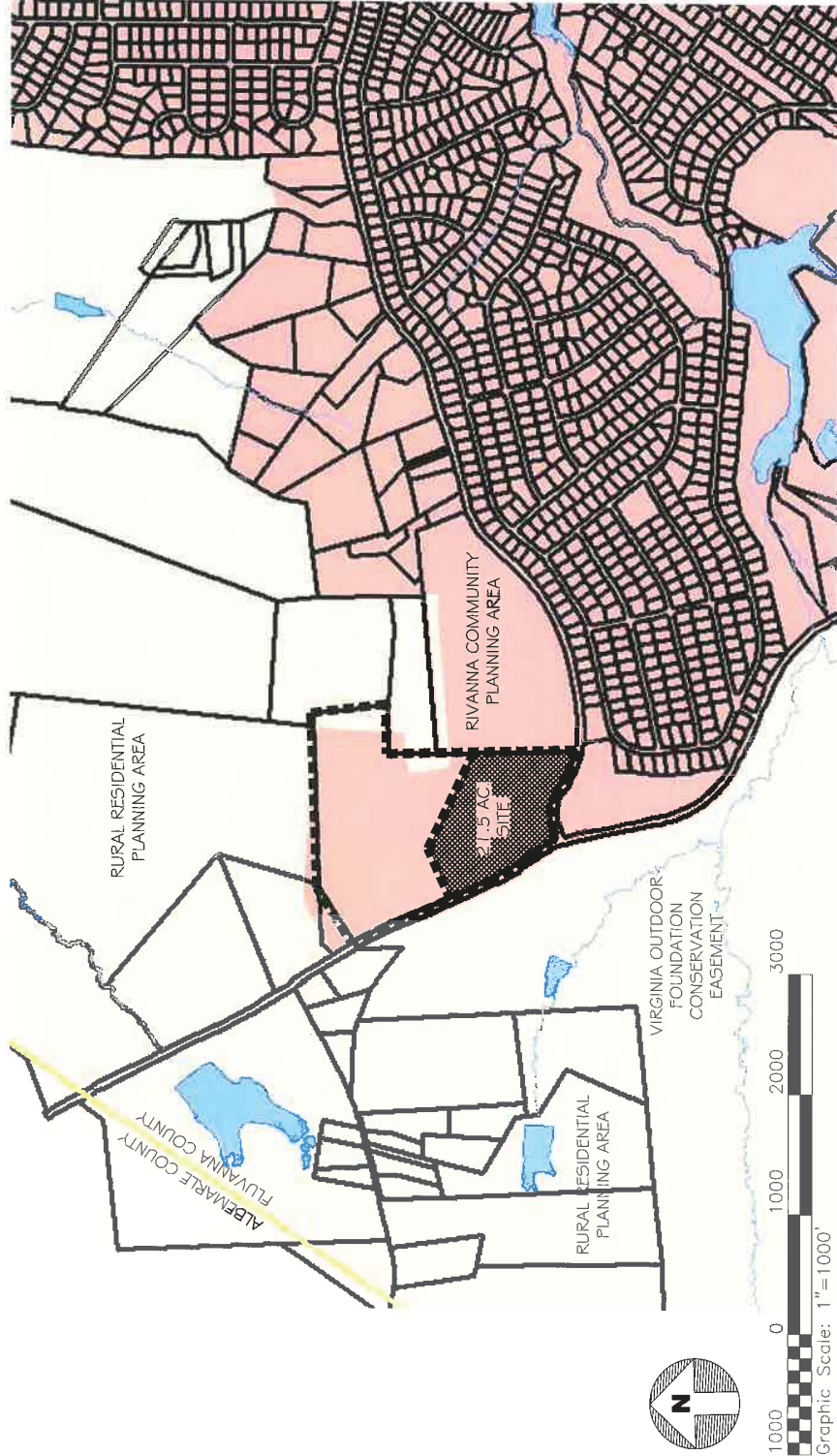


201 EAST MAIN STREET, SUITE M  
CHARLOTTESVILLE, VA 22902  
(434) 227-5140

## SHEET INDEX

- C1 COVER SHEET
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  - C4 GENERAL BUSINESS (B-1) ZONING GUIDELINES
  - C5 GENERAL IMPROVEMENT PLAN
  - C6 ZONING WITH EXISTING ROAD INTERSECTION
- SHEET C2 OF 6

# ZMP APPLICATION PLAN FOR Colonial Circle



## APPLICATION TO REZONE 21.5 ACRES FROM AGRICULTURAL TO GENERAL BUSINESS

TAX MAP 8--(A) PARCEL A14 (PORTION)  
CUNNINGHAM MAGISTERIAL DISTRICT  
FLUVANNA COUNTY, VIRGINIA  
APPLICATION DATE: April 1, 2015

**SHIMP ENGINEERING**  
PROJECT MANAGEMENT  
CIVIL ENGINEERING  
LAND PLANNING

201 EAST MAIN STREET, SUITE M  
CHARLOTTESVILLE, VA 22902  
(434) 227-5140

### REGIONAL CONTEXT NOTES:

- This site lies within the Rivanna Community Planning Area, the Cunningham Magisterial District, and the Paimyra Voting District.
- "Roundabouts should be considered as alternatives to signalized or stop-controlled intersections. In many cases, roundabouts can offer improved safety and capacity, and offer an opportunity for landscape enhancements. Roundabouts make excellent gateway treatments, as they require all entering vehicles to reduce their speed." (from *Northwest Fluvanna/Southeast Louisa Multimodal Corridor Study Report (06-30-07)*)
- "Intersections located at the entrance to a target area may be treated as gateways and represent a good opportunity to create a transition from the rural to urban context. Intersection gateway treatments may include more elaborate signal mast arms with signage, pavement treatments and/or landscaping." (from *Northwest Fluvanna/Southeast Louisa Multimodal Corridor Study Report (06-30-07)*)
- "Consider roundabouts at key intersections, particularly where traffic enters and exits commercial areas or the main gate, and for entrances to new developments." (from *Fluvanna County Comprehensive Plan: Transportation Plan - Rivanna Community Planning Area*)

### SHEET INDEX

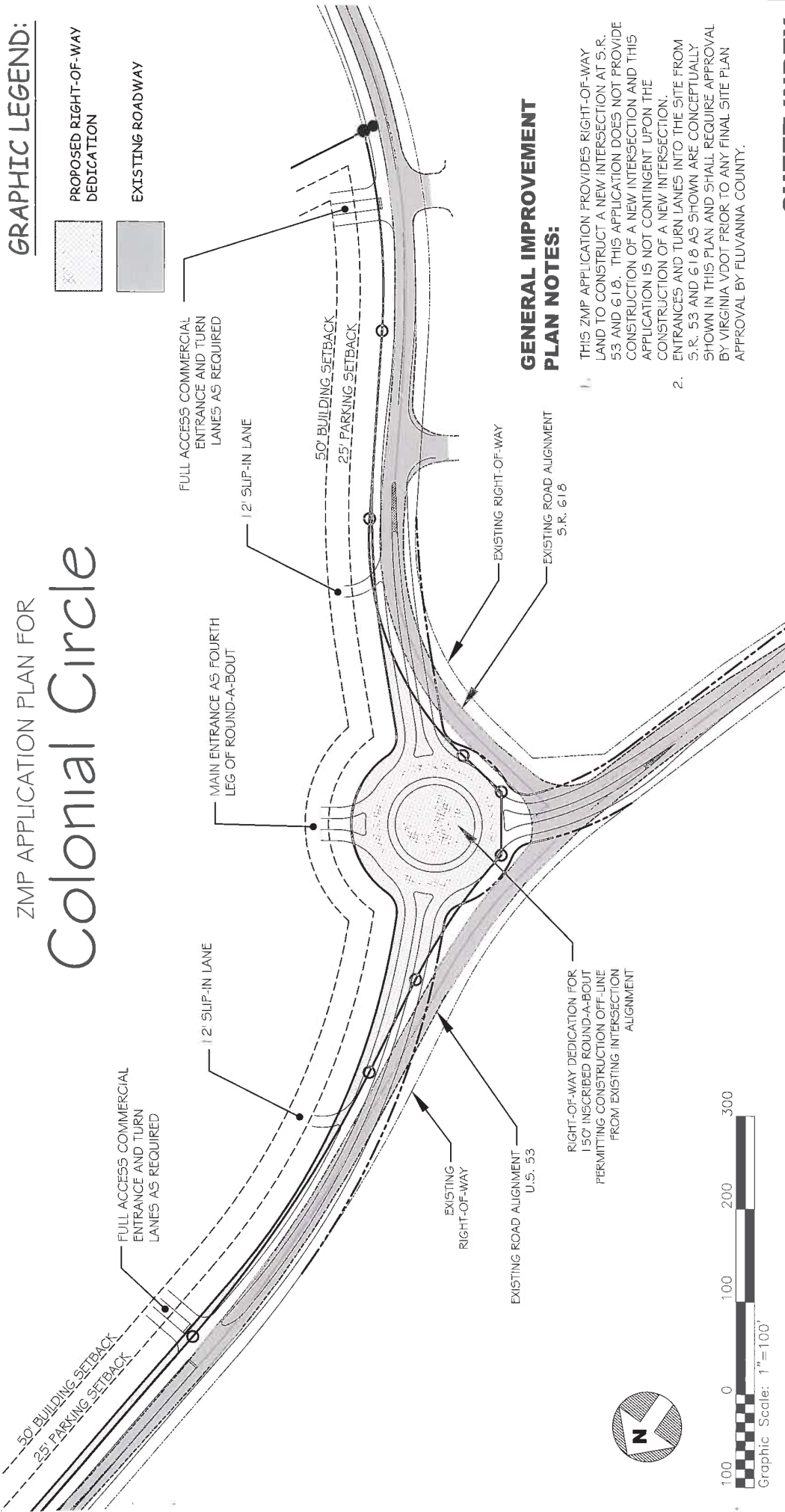
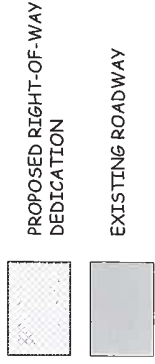
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  - C4 GENERAL BUSINESS (B-1) ZONING GUIDELINES
  - C5 GENERAL IMPROVEMENT PLAN
  - C6 ZONING WITH EXISTING ROAD INTERSECTION
- SHEET C3 OF 6



ZMP APPLICATION PLAN FOR

# Colonial Circle

**GRAPHIC LEGEND:**



**GENERAL IMPROVEMENT PLAN NOTES:**

1. THIS ZMP APPLICATION PROVIDES RIGHT-OF-WAY LAND TO CONSTRUCT A NEW INTERSECTION AT S.R. 53 AND 618. THIS APPLICATION DOES NOT PROVIDE CONSTRUCTION OF A NEW INTERSECTION AND THIS APPLICATION IS NOT CONTINGENT UPON THE CONSTRUCTION OF A NEW INTERSECTION. S.R. 53 AND 618 AS SHOWN ARE CONCEPTUALLY SHOWN IN THIS PLAN AND SHALL REQUIRE APPROVAL BY VIRGINIA VDOT PRIOR TO ANY FINAL SITE PLAN APPROVAL BY FLUVANNA COUNTY.
- 2.

**SHEET INDEX**

- C1 COVER SHEET
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  - C3 REGIONAL CONTEXT PLAN
  - C4 GENERAL BUSINESS (B-1) ZONING GUIDELINES
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  - C6 ZONING WITH EXISTING ROAD INTERSECTION
- SHEET C5 OF 6

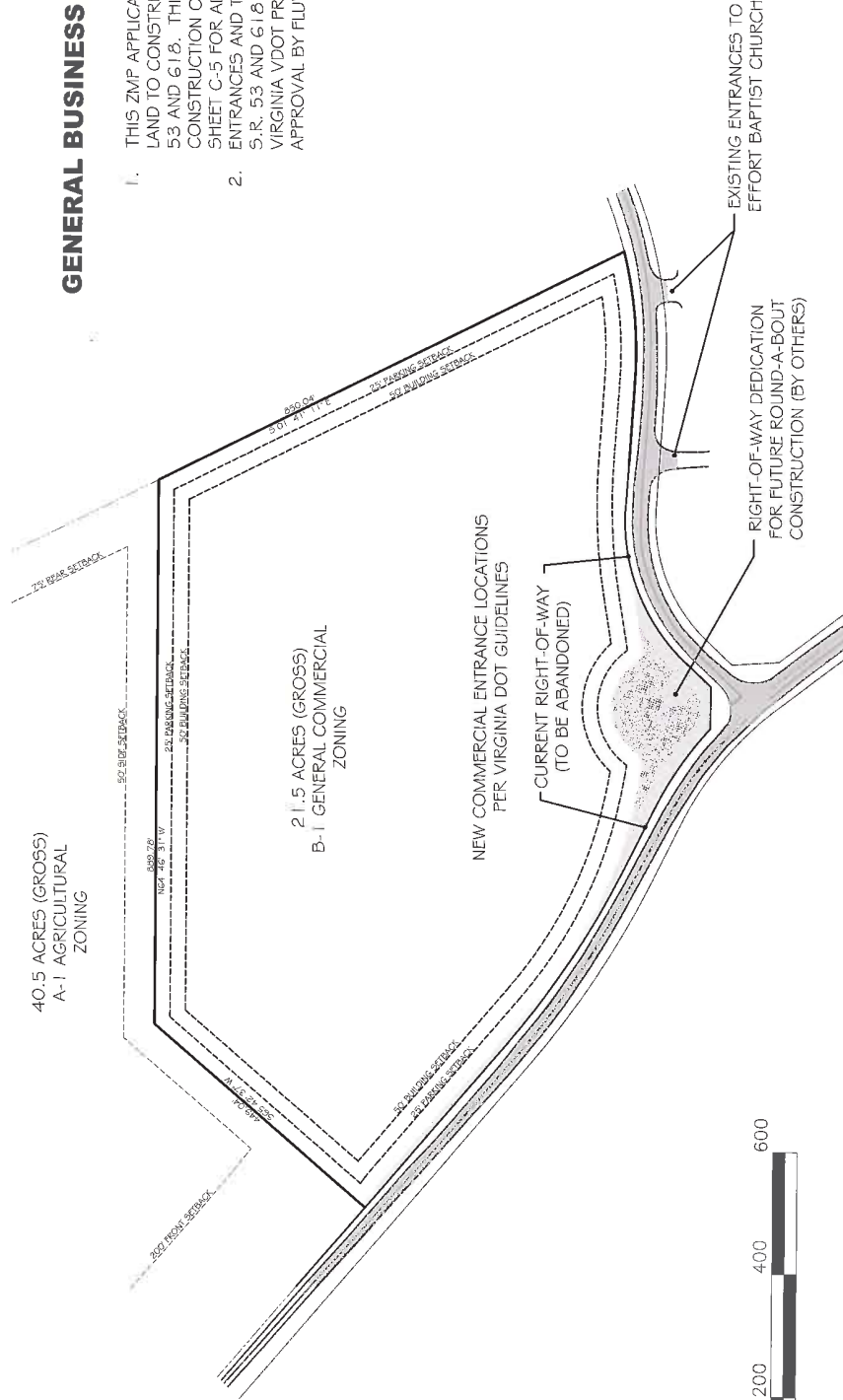


201 EAST MAIN STREET, SUITE M  
CHARLOTTEVILLE, VA 22902  
(434) 227-5140

**APPLICATION TO REZONE 21.5 ACRES FROM AGRICULTURAL TO GENERAL BUSINESS**

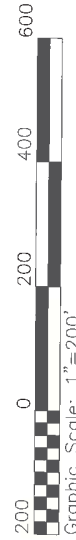
TAX MAP 8--(A) PARCEL A14 (PORTION)  
CUNNINGHAM MAGISTERIAL DISTRICT  
FLUVANNA COUNTY, VIRGINIA  
APPLICATION DATE: April 1, 2015

# ZMP APPLICATION PLAN FOR Colonial Circle



## GENERAL BUSINESS (B-1) ZONING NOTES:

1. THIS ZMP APPLICATION PROVIDES RIGHT-OF-WAY LAND TO CONSTRUCT A NEW INTERSECTION AT S.R. 53 AND 618. THIS APPLICATION DOES NOT PROVIDE CONSTRUCTION OF A NEW INTERSECTION. SEE SHEET C-5 FOR ADDITIONAL INFORMATION.
2. ENTRANCES AND TURN LANES INTO THE SITE FROM S.R. 53 AND 618 SHALL REQUIRE APPROVAL OF VIRGINIA VDOT PRIOR TO ANY FINAL SITE PLAN APPROVAL BY FLUVANNA COUNTY.



## APPLICATION TO REZONE 21.5 ACRES FROM AGRICULTURAL TO GENERAL BUSINESS

TAX MAP 8-(A) PARCEL A14 (FORTION)  
CUNNINGHAM MAGISTERIAL DISTRICT  
FLUVANNA COUNTY, VIRGINIA  
APPLICATION DATE: April 1, 2015



201 EAST MAIN STREET, SUITE M  
CHARLOTTEVILLE, VA 22902  
(434) 227-5140

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PROFFER STATEMENT**Colonial Circle**

Date of Proffer:	05-27-2015	<b>Received</b>
Date of Revision:	08-03-2015	
	09-15-2015	
Project Name:	Colonial Circle	<b>SEP 17 2015</b>
ZMP Number:	15:02	<b>Fluvanna County</b>
Owner:	Steven L. Peters 2390 Auburn Hill Farm Charlottesville, VA 22902	
Existing Zoning:	A-1 Agricultural	
Zoning Requested:	B-1 Business	
Acreage of Total Parcel:	61.95 acres	
Portion For Consideration:	21.5 acres	
Magisterial District:	Cunningham	
Tax Map / Parcel:	Tax Map 8 Section A Parcel A14A (21.5 acre portion)	
Legal Reference:	Fluvanna County Deed Book 799 Page 429, Deed Book 346 Page 522, Deed Book 312 Page 863, and Deed Book 307 Page 353	
Exhibit(s)/References:	1) ZMP Application Plan for Colonial Circle (sheets 1 through 6 dated April 1, 2015 and last revised date <u>April 1, 2015</u> ), prepared by Justin Shimp, P.E.	

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The Term "Owner" as referenced within this document shall include within its meaning the owner, or owners, of record of the Property, or properties, and their successors in interest.

The Owner hereby voluntarily proffers that if the Fluvanna County Board of Supervisors acts to rezone the 21.5 acre Property from the A-1 Agricultural District to the B-1 Business District as requested, the Owner shall develop the Property in accord with the following proffered development conditions (each, a "Proffer," and collectively, the "Proffers"), which the Owner acknowledges are reasonable, pursuant to Section 15.2-2303 of the Code of Virginia, 1950, as amended, and pursuant to Section 22-14-2 of the Fluvanna County Zoning Ordinance. If

rezoning application ZMP 15:02 is denied, these proffers shall immediately be null and void and of no force and effect.

As used throughout these Proffers, the following capitalized terms shall have the following meanings:

“Application Plan” shall refer ZMP Application Plan for Colonial Circle (sheets 1-6 dated April 1, 2015 and last revision date April 1, 2015 ). Prior to development of any phase of the site, a sketch plan and final site development plan shall be submitted for review and approval in accordance with the applicable zoning and subdivision ordinances, as amended, for Fluvanna County.

1) **Land Dedication.** Subsequent to a request by the Fluvanna County Board of Supervisors for construction of a round-about and subsequent to approval by the Virginia Department of Transportation for funding and construction of the round-about, Owner shall dedicate land to the County of Fluvanna along the frontage of Lake Monticello Road (S.R. 618) and along Thomas Jefferson Parkway (S.R. 53) to permit the future construction, by others, of improvements to the intersection of Lake Monticello Road and Thomas Jefferson Parkway. The dedication of land shall be in general accordance with that shown on sheet 5 of the Application Plan. Owner shall pay costs associated with: surveying the land, preparing the subdivision plat creating the parcel to be dedicated, application for review and approval by the County of Fluvanna, and for preparing the deed of dedication. Should the Virginia Department of Transportation fail to approve funding for a round-about at the intersection of S.R. 618 and S.R. 53 within six years of approval of ZMP 15:02; this land dedication proffer #1 and the associated construction easement proffer #2 shall be null and void.

*Dedicated portions of property for road/intersection improvements described in this Proffer 1 exceed those required for the development of the parcel and are for the benefit of the public.*

2) **Construction Easements.** In addition to the land dedication as described in the above proffer #1, the Owner shall provide temporary easements as needed for the construction of a round-about at the intersection of Lake Monticello Road and Thomas Jefferson Parkway.

3) **Phasing for Transportation.** Construction of the Colonial Circle B-1 Business development shall be limited to a maximum of 20,000 square feet of commercial space until such time that a round-a-bout is constructed at the intersection of Lake Monticello Road (S.R. 618) and Thomas Jefferson Parkway (S.R. 53).

4) **Limits of Zoning.** The acreage of property zoned B-1 shall include exactly 21.5 acres and the boundaries of the rezoned acreage shall be in accordance with the limits shown on sheet 6 of the Application Plan.

WITNESS the following signature:

Steven L. Peters

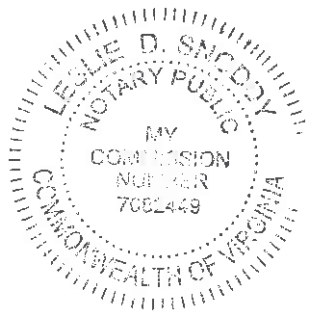
By: [Signature]  
Owner and/or designated Agent.

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Albemarle, to wit:

The foregoing instrument was acknowledged before me this 16 day of September 2015  
by Steven L Peters, Owner and or designated Agent of Tax Map 8 Section A  
Parcel A14A.

My Commission expires: Feb 29, 2016

[Signature]  
Notary Public





August 03, 2015

Mr. Steve Tugwell  
 Senior Planner  
 Department of Planning & Community Development  
 Fluvanna County, VA  
 132 Main Street  
 Palmyra, VA 22963

**Regarding: ZMP 15:02 - Steven L. Peters  
 Revised Proffers  
 Round-a-Bout Funding Options  
 Request for Public Hearing**

Dear Mr. Tugwell,

Mr. Peters' application to rezone 21.5 acres at the intersection of 618 and 53 provides an economic opportunity in Fluvanna County and the proffered land dedication makes it feasible to fix safety as well as level of service (LOS) deficiencies at this intersection. In VDOT comments provided to you on June 24<sup>th</sup>, Mr. Wood noted the following:

*"The roundabout recommendation for this location is a good solution and will address both the congestion (LOS) and safety (crashes and severity of crashes) concerns at this location now and well into the future and eliminate the need for the current project under development. However, without an identified source of funding a roundabout project cannot move forward."*

In addition, Mr. Wood notes his concern that if the zoning (ZMP 15:02) is approved and up to 20,000 SF of commercial is built without available funding for the roundabout, then the level of service will degrade to well beyond acceptable levels for this intersection. In an effort to address Mr. Wood's concerns, as well as those brought up by County Staff and the Planning commission regarding potential round-about construction at the intersection of S.R. 618 (Lake Monticello Road) and S.R. 53 (Thomas Jefferson Parkway), we have been researching funding options and meeting with VDOT officials. It has come to our attention that Fluvanna County has two viable options for funding the construction of a round-about at this intersection.

The first option for funding intersection improvements is through the Virginia DOT Highway Safety Improvement Program (HSIP). This program provides 90% of funding for new safety projects based on anticipated local matches of 10%. "UPC 96938" is an existing 6-year improvement project, funded through HSIP, to build a left turn lane at the intersection of S.R. 618 and S.R. 53. The estimated cost of UPC 96938, including right-of-way acquisition, is \$ 955,000.

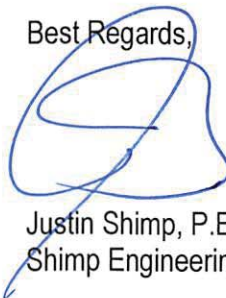
It is our understanding that a right-of-way dedication of land along with construction easements necessary to build a round-about would provide a 10% local match (\$200,000) for the \$2,000,000 (VDOT estimate) to build a round-about at the intersection (instead of a left turn lane). Since the intersection has already been targeted for HSIP funding for safety improvements, it is likely that HSIP funding will be approved for a safer long-term improvement to the intersection. Please see the attached HSIP qualification statement provided by our consultant transportation engineer.

The second funding option for round-about construction is through the House bill Two (HB2) Construction District Grant Program. This program is open only to localities and projects are evaluated based on the weighted average of 6 criteria: safety, congestion mitigation, accessibility, environmental quality, economic development, and land use. After factor scores have been weighted and summed, the final score will be determined by dividing the total factor score by the HB2 cost. Projects are then ranked and provided to the Commonwealth Transportation Board for funding consideration.

A signalized intersection would be another way to address safety issues at this intersection. We are not aware of any plans for funding signalization of this intersection, but a round-about is safer and more efficient than a signalized intersection. While 20,000 SF of commercial space on this corner will provide a positive economic benefit to Fluvanna County, a development project of this scale cannot reasonably accommodate the construction costs of the round-about; however, ZMA 15:02 does include a proffer and a conceptual plan for constructing the round-about. Ultimately, it is the responsibility of Fluvanna County Supervisors to determine what planning and funding options to pursue and Mr. Peters would like to assist the County by providing a dedication of land for the round-about.

As always if you have any questions or concerns please feel free to call me at (434) 207-8086 and we can discuss in further detail. We look forward to returning to the Planning Commission for a public hearing on the 26<sup>th</sup> of this month.

Best Regards,



Justin Shimp, P.E.  
Shimp Engineering, P.C.

Att: Colonial Circle Revised Draft Proffers dated May 27, 2015 (last revised August 3, 2015)  
Highway Safety Improvement Program – Qualification Statement

Cc: Steven L. Peters



# HSP Proposed Safety Improvements FY2013-14

Agency: \_\_\_\_\_ Project Sponsor: \_\_\_\_\_ Tel: \_\_\_\_\_ Email: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ Fax: \_\_\_\_\_ VDOT District: \_\_\_\_\_ VDOT Region: \_\_\_\_\_  
 City, State, Zip : \_\_\_\_\_ Priority # ( If submitting 2 + proposals): \_\_\_\_\_ Repeated Proposal from prev. yrs?: \_\_\_\_\_

Program Type	Project Type	County	Route (Include Name)	System (1)	Traffic Control	Frm/Mjr Rd (HTRIS/RNS Node-Offset If Applicable)	To/Cross Rd(HTRIS/RNS Node-Offset If Applicable)	Study Period Begins	Study Period Ends
HSP_Regular	INTERSECTI ON	Fluvanna	Route 53/Route 618	Primary (P)	Two way Stop	730055-250 feet		01/01/09	12/31/14
Functional Class Code	4-Rural Major Collector			Area Location Code	1-Rural		Federal System Code		
Briefly Describe Problem and Proposed Work									

Crash Data (Collision Diagrams/ Maps are required with all proposals)	Crash Type		Rear End	Angle	Head on	Bicyclist	Non-Collision	Fixed object in road	Miscellaneous or other	Non-Collision	Total Related Crashes	Total Unrelated Crashes	Total Crashes
	Severity	K=1 or 5											
Fatal	K=1 or 5	0	0	0	0	0	0	0	0	0	0	0	0
Personal Injury (PI)	A=2	0	1	0	0	0	1	0	0	0	2	0	2
	B=3	0	1	0	0	0	2	0	0	0	3	0	3
	C=4	1	1	0	0	0	1	0	0	0	3	0	3
PDO	PDO	1	2	0	0	0	2	2	0	0	7	0	7
	<b>Total</b>	<b>2</b>	<b>5</b>				<b>6</b>	<b>2</b>			<b>15</b>		<b>15</b>

**Notes** For traffic data , please fill corresponding section for intersection and section projects. Do not fill both traffic data sections. # of Crash Year: **6**

Traffic Data (Inter.)	Period	Enter. ADT	NB Ent. ADT	SB Ent. ADT	EB Ent. ADT	WB Ent. ADT	Other leg Ent. ADT	# of Approaches	Crash Rate (Intersection)	Critical Rate (Intersection)	Inventory NODE	Traffic Annual Growth Rate
	2013	11500	4000	2500	0	5000		3	0.60			0.02
Traffic Data (Section)	Period	Sec1	Sec 2	Sec 3	Sec 4	Sec 5	Total/ Average	Speed Limit (Average)	Crash Rate (Section)	Critical Rate (Section)	Top 5%	
	Section Length (Mile)	0.25					0.25	40%				
	Average AADT							Lane Width (ft)				
	Number of Lanes											

Improvement Action	Number of Improvements		Discount Rate			Project Cost				
	Number	Improvement Description	Service Life	PRF	PRI	PRPD	PE cost plus \$5000(2)	R/W & Utility	Construction	Annual Initial Cost
1	Construct Roundabout	20	0.72	0.72	0.72	\$ 300,000	\$ 100,000	\$ 1,500,000	\$ 127,710	\$ -
2										
3										
4										
<b>Total</b>		20	0.72	0.72	0.72	Total Initial Cost	\$ 1,900,000		\$ 127,710	\$ -

NOTE: 1. A local resolution is required upon notification of program approval for secondary road and urban projects 2. VDOT District and Central Office personnel charge review and administration time to project managed by localities. Safety Projects not managed by VDOT shall include a minimum of \$5,000 for VDOT PE costs

Project Schedule (After STIP Approval)	Begin PE	Target Advert.	Begin Construction	Estimated Complete Date	Type of Plan
Project Administrated by	Jan, 2016				

B/C Calculation	Benefit		Cost		Project Benefit						
	Total Annualized Benefit	Traffic Growth Factor(TGF)	Total Annual Benefit	Total Annualized Initial Cost	Total Annual Maintenance Cost	Total Annual Cost	Type of Crash	Related Crash #	Annual Change in Crashes	Cost per Crash	Annual Benefit
	\$ 128,640	1.24	\$ 159,406	\$ 127,710	\$ -	\$ 127,710	K	0	-	\$ 5,000,000	\$ -
							A	2	0.24	\$ 275,000	\$ 66,000
							B	3	0.36	\$ 98,000	\$ 35,280
							C	3	0.36	\$ 55,000	\$ 19,800
							PDO	7	0.84	\$ 9,000	\$ 7,560
							<b>Total</b>	<b>15</b>	<b>1.80</b>		\$ 128,640

Signature of Sponsor with Authority to Expend 10% Matching Funds  
 Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

VDOT anticipates providing the 10 percent match for the FY2013-14 ; however, the sponsor should be able to supply the local match if state funding becomes unavailable. Please submit an electronic copy of this spreadsheet to HSIPProgram@virginiadot.org and mail a paper copy with signature to the address below.

**Mailing address:**  
**Attn: HSP Improvement Proposal**  
 Mr. Raymond Khoury , P.E.  
 State Traffic Engineer  
 Virginia Department of Transportation  
 1401 East Broad Street  
 Richmond, Virginia 23219

**Counties, Towns and Cities:**  
 County, Town and City Staff are requested to submit proposed improvement forms and supporting documents through the VDOT District Local Assistance staff for concurrence and a project sponsor. VDOT staff should obtain concurrence from District PE Managers and PIMs to assign a sponsor.

(3) The yellow are required inputs and white areas are optional. The gray areas are automatically generated by embedded formulas.  
 (4) For all fields, please refer to "Instruction for FY2013-14 Highway Safety Project (HSP)" in the Appendix A of HSIP Guideline"

Summary of Crashes to Proposed Improvement										
	FR300 Doc. #	Date	Related Crash?	Crash Severity (Check the most severe one)			DUI?	Collision Type	Comments	
				Fatal	Injury A	Injury B				Injury C
1	132225130	8/6/2013						02:Angle		
2	101380098	3/12/2010					1	09.Fixed object off road (from outside of ditch)		
3	103470264	10/15/2010					1	10:Deer		
4	111440670	5/2/2011					1	02:Angle		
5	111415101	5/21/2011					1	01:Rear End		
6	131535204	6/2/2013					1	09.Fixed object off road (from outside of ditch)		
7	123405330	11/8/2012					1	10:Deer		
8	110830173	1/13/2011					1	01:Rear End		
9	100351765	12/13/2009					1	09.Fixed object off road (from outside of ditch)		
10	112135009	7/29/2011					1	02:Angle		
11	142155192	8/3/2014					1	02:Angle		
12	113395182	12/4/2011					1	09.Fixed object off road (from outside of ditch)		
13	111250390	3/20/2011					1	09.Fixed object off road (from outside of ditch)		
14	102850028	9/21/2010		1				02:Angle		
15	111430123	4/24/2011		1				09.Fixed object off road (from outside of ditch)		
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										

Summary						
	Fatal	Injury A	Injury B	Injury C	PDO	Total
Total Relate Crashes						
Total Crashes		2	3	3	7	15

**Collision Diagrams or Maps should include all pertinent data related to the reportable crash. This data should include but not limited to night time crashes, angle or sideswipe collisions, rear-end and road departure collision type and severities.**

**Steven Tugwell**

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**From:** Wood, Mark, P.E., L.S (VDOT) <James.Wood@VDOT.virginia.gov>  
**Sent:** Wednesday, June 24, 2015 10:01 AM  
**To:** Steven Tugwell  
**Cc:** Barron, L. Marshall (VDOT); Proctor, Charles C. (VDOT); Jason Stewart; justin@shimp-engineering.com  
**Subject:** RE: Steven Peters rezoning at 53 & 618  
**Attachments:** RevenueSharingGuidelines.pdf

**Importance:** High

Steve,

VDOT has reviewed the documents (traffic analysis, draft proffers, etc.) that Justin Shimp provided to you and we have the following comments:

- Currently VDOT does have plans or a project to build a Roundabout at this location, and it is not our intent to do so unless it is deemed appropriate and funding is available;
- In addition to the improvements needed at the intersection of Route 53 and 618, the turn lanes (both right and left turn lanes) may be warranted at both of the other site access points on Route 53 and 618. The original concept plan did depict a left turn lane for the site entrance off of Route 53, but not for the site entrance off of Route 618. If these are warranted (based on the full build out of the site) they will be required at site plan and entrance approval. These items need to be thoroughly reviewed to ensure they can be constructed within the ROW controlled by the Developer and VDOT;
- The current analysis is for the Phase 1 portion of the development (up to 20,000 Sq. Ft.): The analysis shows the development will impact the existing traffic travelling through this location and further degrade the Level of Service to well beyond acceptable levels. The right of way dedication for the Roundabout is presented as the mitigation for these impacts, however, without funding for the design and construction of the Roundabout, the County and VDOT will need to address the impacts of the development without the roundabout improvement.
- The roundabout recommendation for this location is a good solution and will address both the congestion (LOS) and safety (crashes and severity of crashes) concerns at this location now and well into the future and eliminate the need for the current project under development. However, without an identified source of funding a roundabout project cannot move forward.
- If the County is willing to assist in funding a roundabout project it may be possible to move the proposed roundabout project forward. One avenue may be for the developer to donate the property to the County who in turn uses the value of the property as an in kind match in the VDOT's Revenue Sharing Program. I've attached a .pdf of VDOT's "Revenue Sharing Program Guidelines" for your convenience. The County will need to initiate this process if it is decided to pursue a Revenue Sharing Project for a roundabout.

J. Mark Wood, P.E., L.S.  
 Area Land Use Engineer  
 Virginia Department of Transportation  
 Land Development – South  
 P.O. Box 2194  
 Louisa, VA 23093  
 Phone: (540) 967-3708  
 Cell: (540) 223-5240



**An Ordinance To Amend The Fluvanna County Zoning Map, With Respect To 21.5 acres of Tax Map 8, Section A, Parcel A14A to rezone the same from A-1, Agricultural, General to B-1, Business, General.**

**(ZMP 15:02)**

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS, pursuant to Virginia Code Section 15.2-2285, that the Fluvanna County Zoning Map be, and it is hereby, amended, as follows:

That 21.5 acres of Tax Map 8, Section A, Parcel A14A, be and is hereby, rezoned from A-1, Agricultural, General to B-1, Business, General, subject to the submitted revised proffer statement as set out in the letter dated September 15, 2015, which is attached hereto.

**1) Land Dedication.** Subsequent to a request by the Fluvanna County Board of Supervisors for construction of a round-about and subsequent to approval by the Virginia Department of Transportation for funding and construction of the round-about, Owner shall dedicate land to the County of Fluvanna along the frontage of Lake Monticello Road (S.R. 618) and along Thomas Jefferson Parkway (S.R. 53) to permit the future construction, by others, of improvements to the intersection of Lake Monticello Road and Thomas Jefferson Parkway. The dedication of land shall be in general accordance with that shown on sheet 5 of the Application Plan. Owner shall pay costs associated with: surveying the land, preparing the subdivision plat creating the parcel to be dedicated, application for review and approval by the County of Fluvanna, and for preparing the deed of dedication. Should the Virginia Department of Transportation fail to approve funding for a round-about at the intersection of S.R. 618 and S.R. 53 within six years of approval of ZMP 15:02; this land dedication proffer #1 and the associated construction easement proffer #2 shall be null and void.

Dedicated portions of property for road/intersection improvements described in this Proffer 1 exceed those required for the development of the parcel and are for the benefit of the public.

**2) Construction Easements.** In addition to the land dedication as described in the above proffer #1, the Owner shall provide temporary easements as needed for the construction of a round-about at the intersection of Lake Monticello Road and Thomas Jefferson Parkway.

**3) Phasing for Transportation.** Construction of the Colonial Circle B-1 Business development shall be limited to a maximum of 20,000 square feet of commercial space until such time that a round-a-bout is constructed at the intersection of Lake Monticello Road (S.R. 618) and Thomas Jefferson Parkway (S.R. 53).

**4) Limits of Zoning.** The acreage of property zoned B-1 shall include exactly 21.5 acres and the boundaries of the rezoned acreage shall be in accordance with the limits shown on sheet 6 of the Application Plan.



## FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

**Meeting Date:** October 21, 2015

<b>AGENDA TITLE:</b>	SUP 15:06 & SUP 15:08 – Louisa County Water Authority & James River Water Authority.				
<b>MOTION(s):</b>	<p>I move that the Board of Supervisors [<b>approve/deny/defer</b>] SUP 15:06, a request for a special use permit for a major utility to construct a raw water pipeline with respect to the attached list of Tax Map &amp; Parcel Numbers, [if approved] subject to the seven (7) conditions listed in the staff report.</p> <p>I move that the Board of Supervisors [<b>approve/deny/defer</b>] SUP 15:08, a request for a special use permit to allow for major utilities with respect to the construction of a raw water supply system which includes a raw water intake and pump station with respect to 305.202 acres of Tax Map 53-A-62, 53-A62C, 53-A-61, 53-11-5, and 53-11-19, [if approved] subject to the eight (8) conditions listed in the staff report.</p>				
<b>CATEGORY</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
<b>STAFF CONTACT(S):</b>	Jason Stewart, Planning & Zoning Administrator, Steve Tugwell, Senior Planner				
<b>PRESENTER(S):</b>	Jason Stewart, Planning & Zoning Administrator, Steve Tugwell, Senior Planner				
<b>RECOMMENDATION(s):</b>	<p>At its meeting on September 23, 2015, the Planning Commission recommended approval of SUP 15:06 (4-1-0); Mr. Johnson moved to approve; Mr. Gaines seconded; Ayes: Bibb, Gaines, Johnson, and Zimmer. Nays: Eager</p> <p>At its meeting on September 23, 2015, the Planning Commission recommended approval of SUP 15:08 (4-1-0); Mr. Zimmer moved to approve; Mr. Gaines seconded; Ayes: Bibb, Gaines, Johnson, and Zimmer. Nays: Eager</p>				
<b>TIMING:</b>	Immediate decision requested at current meeting.				
<b>DISCUSSION:</b>	Request for a special use permits to allow for major utilities to construct a raw water pipeline and construction of a raw water supply system which includes a raw water intake and pump station.				
<b>FISCAL IMPACT:</b>	-				
<b>POLICY IMPACT:</b>	<p>The Board of Supervisors may:</p> <ul style="list-style-type: none"> <li>• Approve these requests, allowing the major utilities; OR</li> <li>• Deny this request, preventing the major utilities; OR</li> <li>• Defer this request and make a final decision at a later date.</li> </ul>				
<b>LEGISLATIVE HISTORY:</b>	Review of proposed major utilities in accordance with Chapter 22, Article 4 of the Fluvanna County Code (Zoning Ordinance: Uses permitted by special use				

	<p>permit only).</p> <p>Application SUP 15:06 was received on August 5, 2015, and SUP 15:08 was received on September 1, 2015.</p> <p>Planning Commission reviewed these requests on September 23, 2015.</p>				
<b>ENCLOSURES:</b>	Staff Report (with accompanying attachments)				
<b>REVIEWS</b>	Legal	Finance	Purchasing	HR	Other
					<b>X</b>



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# COUNTY OF FLUVANNA

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*"Responsive & Responsible Government"*

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

## STAFF REPORT

**To:** Fluvanna County Board of Supervisors  
**Case Number:** SUP 15:06 & SUP 15:08  
**Tax Map:** See attached

**From:** Planning Staff  
**District:** Columbia  
**Date:** October 21, 2015

**General Information:** This request is to be heard by the Board of Supervisors on Wednesday, October 21, 2015 at 7:00 p.m. in the Circuit Courtroom in the Courts Building.

**Owner/Applicant:** Louisa County Water Authority/ James River Water Authority

**Representative:** Andy Wade/Timmons Group

**Requested Action:** Request for a special use permit for a major utility to construct a raw water pipeline with respect to multiple Tax Map and Parcel numbers (see attached), and a request for a special use permit to allow for major utilities with respect to the construction of a raw water supply system. (Attachment A)

**Location:** The affected properties are located within the Columbia and Fork Union election districts. (Attachment B)

**Existing Zoning:** A-1, Agricultural, General

**Existing Land Use:** Agricultural and Residential

**Planning Area:** Rural Preservation

**Adjacent Land Use:** Adjacent properties are all zoned A-1, Agricultural, General.

**Zoning History:** None

## **Comprehensive Plan:**

### **Land Use Chapter:**

The Comprehensive Plan designates this property as within the Rural Preservation Planning Area. According to this chapter, *“The rural preservation areas are intended to be the least developed areas of the county. They are directly correlated with the rural preservation community element. Lark parks, agricultural and forestal districts, working farms, and passive open spaces should comprise most of the land use, with very low-density residential development (less than one unit every five acres).”*

Goal 1 of the Land Use chapter of the Comprehensive Plan states, *“to effectively implement the Comprehensive Plan land-use strategies and the Future Land Use Map”*.

Towards that end, *Implementation Strategy # 6* states the following: *“Construct a public water line to the county’s urban development and community planning areas as feasible, and require development projects to provide any necessary infrastructure such as waste treatment facilities, telecommunication services, road improvements, and stormwater facilities for healthy, viable community planning areas.”* (Attachment C)

### **Infrastructure:**

The vision section of the Infrastructure chapter of the Comprehensive Plan states that *“water and sewer infrastructure is critical to the long-term viability of communities in terms of cost-effectiveness and efficiency. These systems are carefully managed, and are accomplished in close cooperation with both the county and state, with particular attention to future operation and maintenance needs. Central systems are bonded if privately operated and maintained, and carefully regulated by state agencies. Consideration is given to the public operation of these systems, at least above a certain threshold as established by the county, and particularly in the community planning areas”*.

Additionally, *“Fluvanna’s 2013 agreement with Louisa County, through the jointly-held James River Water Authority (created under the Virginia Water and Waste Authorities Act), will result in a pipeline which draws water from the James River near Columbia on Fluvanna’s southern boundary for transmittal to Louisa County on Fluvanna’s northern boundary. The water line will closely follow the existing right-of-way of the Colonial Gas Line. Fluvanna County may, at future points, connect to the raw water line with “T” connections for distribution of water to the Community Planning Areas (the CPAs). However, any water transmitted through Fluvanna’s rural preservation districts should be raw, non-potable water, which can be treated for consumption at the CPAs. This measure is intended to mitigate the development pressures to rural areas generally associated with access to potable water”*.

The primary water source for the county’s urban development area (UDA) is the *James River water line*, which is operated by a public utility authority. (Attachment D)

**Analysis:**

This is a special use permit application for a major utility to construct a raw water pipeline from the James River in southeastern Fluvanna County that will extend northeast to Louisa County. This project includes seventy-two parcels, all of which are zoned A-1, Agricultural, General. The waterline is considered a *major utility*, and as such requires a special use permit within the A-1 zoning district. The zoning ordinance defines a major utility as, “*Facilities for the distribution, collection, treatment, production, transmission and generation of public, private and central utilities including, but not limited to, transmission lines, production plants, electrical substations, pumping stations, treatment facilities, and communication facilities.*”

According to the applicant’s narrative, the proposed improvements related to the waterline include a below-ground 24” raw water pipeline which is part of the James River Water Project. “*There will be no buildings constructed in association with this application. The location of the pipeline is predominately within Central Virginia Electric Cooperative (CVEC) existing easement(s). At locations requested/specified by the County of Fluvanna, there will be fire hydrants along the raw water pipeline route*”.

The proposed raw water pumping station will be approximately 40x60 in size, or 2,400 square feet. This building will be located on a 2.7+/- acre parcel that will be served by a 30-foot wide access and utility easement. The pumping station SUP comprises five (5) parcels which contain approximately 305 acres, however the actual area that will be utilized for easements and the facility itself make up only a fraction of that area. The exterior façade of the pumping facility is planned to be earth-toned split-faced block. (Attachment E)

The main objective and purpose of this project is to convey raw water which will supply long-term water needs of both Fluvanna and Louisa counties.

The applicant has stated that “*the raw waterline will be buried in the ground anywhere from three (3) feet to eight (8) feet for the entire length of the pipe through Fluvanna County. During construction, the surrounding property/neighborhood owners will see and hear construction crews and equipment working to install the piping in the ground. Upon completion of the project, the disturbed ground will be returned to its original condition or better prior to the pipe crew leaving the area. Instances of erosion after stabilization will be addressed by the contractor upon being notified*”.

The applicant has also stated that, “*The Fluvanna County Board of Supervisors signed and executed the Interjurisdictional Agreement with Louisa County, the Louisa County Water Authority (LCWA), and the James River Water Authority (JRWA) on October 2, 2013. Conforming to the terms set forth in the Interjurisdictional Agreement, the Fluvanna County Board of Supervisors voted to amend the Fluvanna County Comprehensive Plan on November 20, 2013 to allow and support this project, which will be located in the eastern end of the county in what is designated as rural preservation area. Furthermore, the Fluvanna County Board of Supervisors also approved and executed the James River Water Authority Service Agreement on April 1, 2015. It is LCWA’s belief that this project is advantageous and important to the future growth of Fluvanna County and the actions of the Fluvanna County Board of Supervisors to date*”

*further signify our belief. LCWA also offers additional advantages including, but not limited to the following:*

- 1) Long-term, sustainable water supply to meet your Long-Term Water Supply Plan needs;*
- 2) Economic Development Driver;*
- 3) Potential for reduced homeowner's insurance premiums once the hydrant are installed;*
- 4) 50% share of the raw water capacity.*

For SUP 15:06 (Louisa County Water Authority Raw Waterline), Staff is recommending seven (7) conditions, with possible new conditions pending as determined by the Board of Supervisors. (See attachment F)

If SUP 15:08 (James River Water Authority Water Intake Facility) request for a major utility is approved, staff is recommending the following eight (8) conditions:

1. Construction, operation, and maintenance of the raw waterline major utility shall comply with all local, State, and Federal requirements.
2. The project shall comply with all Virginia erosion and sediment control regulations as specified in the 1992 Virginia Erosion and Sediment Control Handbook as amended.
3. For construction of the raw waterline major utility occurring adjacent to existing development, adequate dust and siltation control measures shall be taken to prevent adverse effects on the adjacent property. It is intended that the present and future results of the proposed raw waterline major utility not create adverse effects on the public health, safety, comfort, or convenience, or value of the surrounding property and uses thereon.
4. Vehicular access to all residences along the affected right-of-ways shall be maintained at all times.
5. Except in cases of emergencies including prevention of danger to public health, safety, and welfare and a mediation of soil erosion and as requested by VDOT in the case of work done on public highways, all construction activity for the raw waterline major utility shall occur between 7:00 a.m. and 5:00 p.m. Monday through Saturday. Applicant shall comply with VDOT standards for performing open-cut sections on affected roadways.
6. The applicant shall avoid removing trees and bushes along the raw waterline major utility corridor, except as necessary in order to facilitate the utility. Trees and bushes damaged during construction shall be replaced with a tree or bush of equal type as approved by the Planning Director.
7. Any areas or land associated with this project that may become disturbed as a result of construction of the raw waterline major utility shall be restored to its original condition or better prior to the pipe crew's departure of the respective areas and/or land. This includes restoration of any/all areas of erosion.
8. Withdrawal and pumping facilities shall be so designed and built as to minimize sound propagation beyond the limits of buildings and other structures, to the maximum extent reasonably feasible.

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 properties are located within the Rural Preservation Planning Area, within close proximity of existing agricultural and residential zoning and uses. The location of the proposed raw waterline major utility pipeline is predominately within the existing Central Virginia Electric Cooperative easement(s), therefore outside and beyond initial phases of construction, visible changes to the character and established pattern of this area should be minimal. The applicant has also stated in writing that they will restore any areas to their original state or better, should they become disturbed as a result of this process.

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

Major utilities require a special use permit in the A-1 zoning district. Since a predominant section of the proposed waterline utility will be placed within an existing easement, properties within the neighborhood and community should not be adversely affected. The pumping station will be the approximate size of a medium-sized single-family dwelling, which is a by-right use in the A-1 zoning district.

**Neighborhood Meeting:** September 10, 2015

There were approximately thirty-five attendees at the Thursday, September 10, 2015 neighborhood meeting. The general questions, concerns and comments appeared to be with regard to the impact to personal property as a result of the construction of the waterline. There were also comments regarding potential noise that may be emitted from the raw water pump station, fair compensation for use of private property, and the proposed location of the waterline.

Attendees also wanted to know how the waterline may impact their real estate taxes, how the waterline may impact historic resources in the community, and who the owner and responsible parties will be of the waterline easement.

**Technical Review Committee:** September 10, 2015

1. Central Virginia Electric Cooperative stated that they have an agreement in place to allow Louisa County Water Authority to install their facilities within the CVEC's transmission line right-of-way, but that they still need to obtain their own right-of-way easements from all the landowners along the route.

(Attachment G)

**Planning Commission:**

The Planning Commission considered these SUP requests at their September 23, 2015 meeting. There were twelve (12) speakers during the public hearing, most of whom appeared to be concerned with potential impacts that could result from the construction of the waterline. The

Planning Commission discussed the requests, and voted 4-1-0 to recommend approval of SUP 15:06 and SUP 15:08.

**Conclusion:**

The Board of Supervisors should consider any potential adverse impacts that may be associated with this project.

**Suggested Motions:**

I move that the Board of Supervisors [**approve/deny/defer**] SUP 15:06, a request for a special use permit for a major utility to construct a raw water pipeline with respect to the attached list of Tax Map & Parcel Numbers, [if approved] subject to the seven (7) conditions listed in the staff report.

I move that the Board of Supervisors [**approve/deny/defer**] SUP 15:08, a request for a special use permit to allow for major utilities with respect to the construction of a raw water supply system which includes a raw water intake and pump station with respect to 305.202 acres of Tax Map 53-A-62, 53-A62C, 53-A-61, 53-11-5, and 53-11-19, [if approved] subject to the eight (8) conditions listed in the staff report.

**Attachments:**

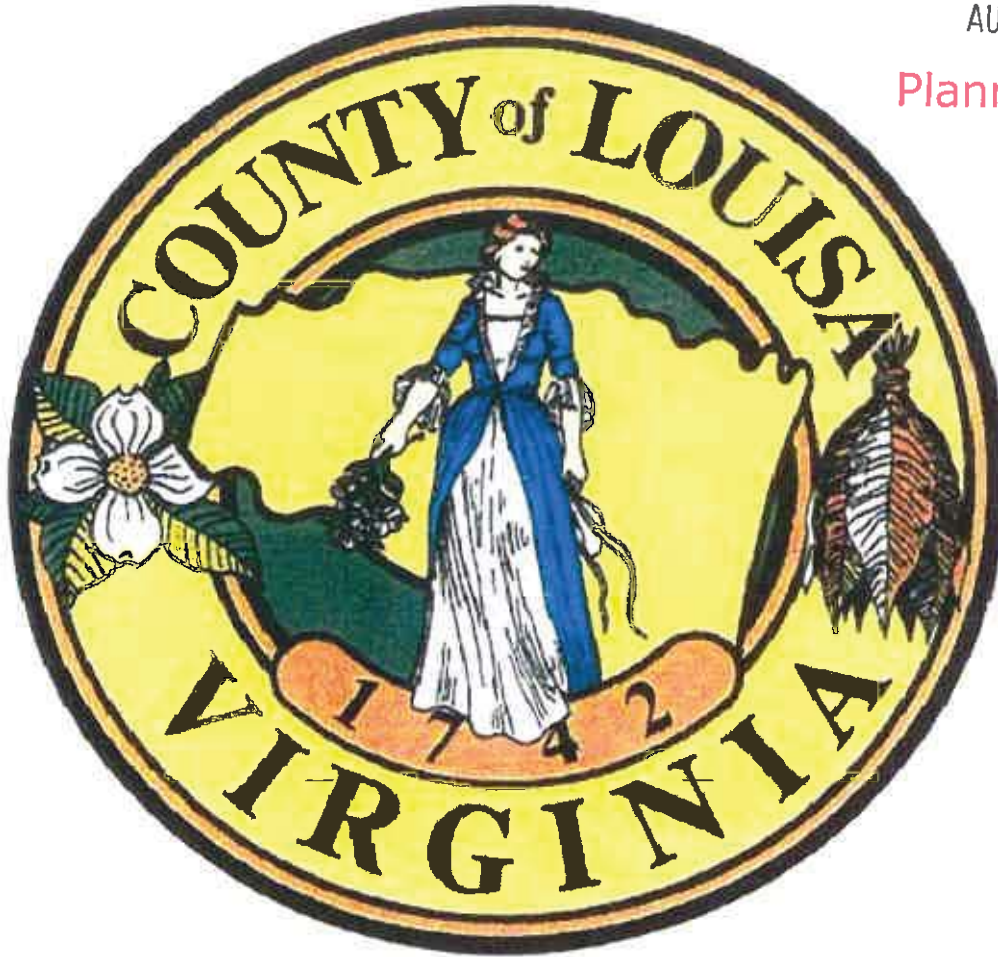
- A – SUP 15:06 Application, letter from the applicant, agency agreements, property owner list, and APO letter
- B – James River Water Project map
- C – Comprehensive Plan excerpt
- D - Comprehensive Plan excerpt
- E - SUP 15:08 Application and site renderings
- F – SUP 15:06 Conditions – Page 270 in packet
- G - TRC comment email from Central Virginia Electric Cooperative
- H – Letter from Mr. Hunsberger

Copy: Andy Wade, Louisa County Water Authority, via email - [awade@louisa.org](mailto:awade@louisa.org);  
Joe Hines via email - [Joe.Hines@timmons.com](mailto:Joe.Hines@timmons.com)  
Pamela Baughman via email – [pbaughman@louisa.org](mailto:pbaughman@louisa.org)  
The Planning Commission - [planningcommission@fluvannacounty.org](mailto:planningcommission@fluvannacounty.org)  
Mr. Fred Payne, Esquire via email - [fpayne@fluvannacounty.org](mailto:fpayne@fluvannacounty.org)  
File

Received

AUG 05 2015

Planning Dept.



**County of Louisa**  
**Louisa County Water Authority**  
**Raw Water Main Special Use Permit**  
**Application Packet**



Received

AUG 05 2015

Planning Dept.

**COUNTY OF LOUISA**  
**Department of Economic Development**

August 5, 2015

Jason Stewart  
 County of Fluvanna  
 Planning and Zoning Administrator  
 132 Main Street  
 P.O. Box 540  
 Palmyra, VA 2963

***Via Hand Delivery:***

Dear Jason,

Enclosed you will find our application for Special Use Permit(s) associated with James River Water Project. The application is specific to the 24" raw water main from Route 6 north to the Fluvanna and Louisa County border.

It is important to note that the Fluvanna County Board of Supervisors, the Louisa County Board of Supervisors, the Louisa County Water Authority and the James River Water Authority executed an Interjurisdictional Agreement on October 2, 2013. Subsequently, the Fluvanna County Board voted to amend the Fluvanna County Comprehensive Plan on November 20, 2013 in support of this application and project.

At the request of the property owners this project will impact, we made every reasonable effort to co-locate within the Central Virginia Electric Cooperatives existing easement(s). This means that where we co-locate we will not be impacting additional property outside of the existing CVEC easement(s).

The application package includes the following:

- 1) The Application
- 2) Property owners list
- 3) Adjoining property owners list.
- 4) Tax Map Exhibits for each property we cross.
- 5) Executed Agency Agreements between the property owner and the Louisa County Water Authority.
- 6) Check in the amount of \$4,660.00 for the associated application fees.

1 Woolfolk Avenue • P.O. Box 160 • Louisa, VA 23093  
 Phone: (540) 967- 4581 • Fax: (540) 967-3411 • (866) 325-4131 toll free  
[www.yeslouisa.com](http://www.yeslouisa.com)

We will continue to receive executed agency agreements after submission of this application. As we receive them, we will deliver them to your office for inclusion in the application.

As we move through the SUP process and in the interest of time, we would like for you to consider our request for a joint Planning Commission/Board of Supervisors meeting with regard to this application.

If you have any further questions, please feel free to call me or email me. Thank you.



Andy Wade  
Economic Development Director  
County of Louisa



## COUNTY OF LOUISA

Received

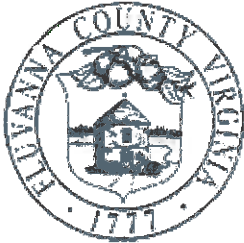
AUG 05 2015

Planning Dept.

### Fluvanna County Special Use Permit Application

#### Table of Contents

- 1) Fluvanna County Special Use Permit Application
- 2) Fluvanna County Property Owners List
- 3) Exhibit Map Parcels – Tax Map(s) 14
- 4) Exhibit Map Parcels – Tax Map(s) 23
- 5) Exhibit Map Parcels – Tax Map(s) 33
- 6) Exhibit Map Parcels – Tax Map(s) 34
- 7) Exhibit Map Parcels – Tax Map(s) 44
- 8) Exhibit Map Parcels – Tax Map(s) 54 & 67



COMMONWEALTH OF VIRGINIA  
COUNTY OF FLUVANNA

Application for Special Use Permit (SUP)

Attachment A501  
Received

AUG 05 2015

Planning Dept.

Owner of Record: Several property owners - See attached list

Applicant of Record: Louisa County Water Authority

E911 Address: See attached list

E911 Address: 23 Loudin Lane, Louisa VA 23093

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: 540 967 1122 Fax: 540 967 0656

Email: \_\_\_\_\_

Email: pbaughman@louisa.org

*Awade@louisa.org*

Representative: \_\_\_\_\_

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.

E911 Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Is property in Agricultural Forestal District? No  Yes

Email: \_\_\_\_\_

If Yes, what district: Columbia

Tax Map and Parcel(s): See attached list

Deed Book Reference: See attached property list (AFD)

Acreage: See list

Zoning: See list

Deed Restrictions?  No  Yes (Attach copy)

Request for a SUP in order to: Construct a raw water pipeline - Major Utility

Proposed use of Property: Location of a 24" raw water line

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

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

Date: 7/14/2015 Signature of Owner/Applicant: \_\_\_\_\_

*Paralee S. Baughman*

Subscribed and sworn to before me this 14th day of July, 2015

Notary Public: April Lowe Register # 368531

My commission expires: 4/30/17



Certification: Date: \_\_\_\_\_

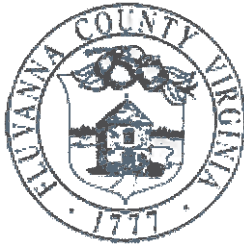
Zoning Administrator: \_\_\_\_\_

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:	Pre-Application Meeting:	PH Sign Deposit Received:	Application #: SUP <u>15</u> : <u>06</u>
<u>\$800.00 fee plus mailing costs paid:</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:	Planning Area:		
Public Hearings			
Planning Commission		Board of Supervisors	
Advertisement Dates:	Advertisement Dates:		
APO Notification:	APO Notification:		
Date of Hearing:	Date of Hearing:		
Decision:	Decision:		

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



COMMONWEALTH OF VIRGINIA  
 COUNTY OF FLUVANNA  
 Public Hearing Sign Deposit

Received  
 AUG 05 2015  
 Planning Dept.

Name: Louisa County Water Authority  
 Address: 23 Loudin Lane  
 City: Louisa  
 State: VA Zip Code: 23093

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

Applicant Signature: [Signature] Date: 7/14/2015

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

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



Received

AUG 05 2015

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.

Planning Dept.

See attached narrative

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

See attached narrative

**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?

See attached narrative

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

See attached narrative

**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:

See attached narrative and exhibits.

Received

Page 3 of 5

AUG 05 2015

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

The proposed improvements associated with this application include a below ground 24" raw water pipeline which is part of the James River Water Project. There will be no buildings constructed in association with this application. The location of the pipeline is predominantly within Central Virginia Electric Cooperative (CVEC) existing easement(s). At locations requested/specified by the County of Fluvanna, there will be fire hydrants along the raw water pipeline route.

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

The use is to convey raw water to supply the long term water needs of both Fluvanna County and Louisa County for the foreseeable future.

**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 raw water line will be buried in the ground anywhere from 3 feet to 8 feet for the entire length of the pipe through Fluvanna County. During construction, the surrounding property/neighborhood owners will see and hear construction crews and equipment working to install the piping in the ground. Upon completion of the project, the disturbed ground will be returned to its original condition or better prior to the pipe crew leaving the area. Instances of erosion after stabilization will be addressed by the contractor upon being notified.

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

The Fluvanna County Board of Supervisors (FCBOS) signed and executed the Interjurisdictional Agreement (IA) with Louisa County, the Louisa County Water Authority (LCWA) and the James River Water Authority (JRWA) on October 2, 2013. Conforming to the terms set forth in the IA, the FCBOS voted to amend the Fluvanna County Comprehensive Plan on November 20, 2013 to allow and support this project,

which will be located in the eastern end of the county in what is designated a rural preservation area. Furthermore, the FCBOS also approved and executed the James River Water Authority Service Agreement on April 1, 2015. It is LCWA's belief that this project is advantageous and important to the future growth of Fluvanna County and the actions of the FCBOS to date further signify our belief. LCWA also offers additional advantages including, but not limited to the following: 1) Long term, sustainable water supply to meet your Long Term Water Supply Plan needs; 2) Economic Development Driver; 3) Potential for reduced home owners insurance premiums once the hydrants are installed; 4) 50 percent share of the raw water capacity.

**PLAN: Furnish plot plan showing boundaries and dimensions of property, width of abutting ROW's, 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:**

The attached easement exhibits demonstrate the final routing of the raw water pipeline through the County of Fluvanna. Each individual property owner that we cross (71) and the neighboring property owners have been delineated on the exhibits. All of the requested easements will be permanent. The exhibits identify the width of the new easement, the location of the 24 inch raw water pipeline within the new easement and the location of the new easement within the CVEC easement (where applicable).

Received  
AUG 05 2015  
Planning Dept.

Page 4 of 5  
COMMONWEALTH OF VIRGINIA  
**County of Fluvanna**  
**Special Use Permit Checklist**

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

**STAFF USE ONLY**

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

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

**Review of the Application**

**STAFF USE ONLY**

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

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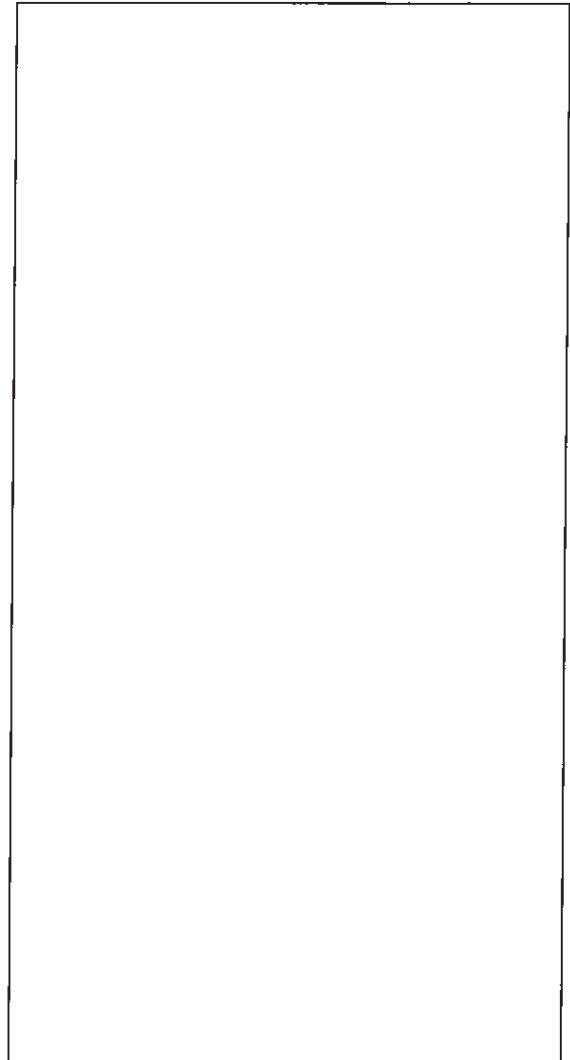
Received

AUG 06 2015

Planning Dept.

**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](http://www.fluvannacounty.org)

Received

AUG 06 2015

Planning Dept.

# Memorandum

DATE: October 6th, 2015  
RE: Board of Supervisors APO Letter  
TO: Jason Stewart  
FROM: Deidre Creasy

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the October 21, 2015 Planning Commission Meeting.




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## COUNTY OF FLUVANNA

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*“Responsive & Responsible Government”*

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 [www.fluvannacounty.org](http://www.fluvannacounty.org)

### NOTICE OF PUBLIC HEARING

September 24, 2015

«Owner»

«Address»

«City\_State» «Zip\_Code»

TMP# «TMP»

#### Re: Public Hearing on SUP 15:06

Dear «Owner»:

This letter is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on the above referenced item on **Wednesday, October 21, 2015** at **7:00 PM** in the Circuit Court Room at the Fluvanna County Courts Building in Palmyra, VA. The request is described as follows:

**SUP 15:06 – Louisa County Water Authority** – A request for a special use permit to allow for major utilities with respect to the construction of a raw water pipeline from near Route 6 along the James River north to the Louisa County and Fluvanna County border. The properties are currently zoned A-1 (Agricultural General) and the properties are located in the Columbia Election District. The Tax Parcel Numbers of the properties affected by the proposal are as follows: 67-12-A3, 14-9-4, 14-A-14, 14-A-20A, 14-A-14A, 14-A-13, 14-A-20, 23-A-51, 23-A-61, 23-A-50, 23-A-62, 23-12-D, 23-12-A, 23-A-66, 23-A-67, 23-A-72B, 23-A-70, 23-A-96, 23-A-97, 23-A-99, 23-A-101, 23-A-102, 23-A-103, 23-A-37, 23-A-36E, 23-A-36A, 34-A-2, 34-A-4, 34-3-A, 34-3-B1, 34-3-B3, 34-3-C, 34-3-C1, 34-3-B2, 34-2-A, 34-A-17, 34-A-16, 34-A-18, 34-1-1, 34-1-3, 34-1-5, 34-1-4, 33-A-30A, 44-A-46, 44-A-46A, 44-3-1, 44-3-2, 44-2-3, 44-2-5, 44-2-4, 44-2-2, 44-2-1, 44-A-15, 44-A-17, 44-A-18, 44-A-31, 44-1-2, 44-1-3B, 54-A-10A, 54-A-14A, 54-1-1A, 54-6-C, 54-1-1, 54-2-1, 54-A-41, 54-A-43, 54-11-Z, 54-11-Y, 54-11-X, 53-11-27, 53-11-26, 53-11-19

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

Sincerely,

Jason Stewart, Planning and Zoning Administrator

SUP 15:06 LCWA				
TMP	Name	Address	City, State	Zip
61-A-4	William Hammond	415 Gillums Ridge Rd	Charlottesville, Va	22903
61-A-1	541 Goldsborough Lane LLC	1500 StoneyCreek Ct	Richmond, Va	23233
53-A-63	G. Rodney Bialkowski	1215 Point of Fork Rd	Fork Union, Va	23055
53-11-6	John and Susan Henry	14924 Alpine bay Loop	Gainesville, Va	20155
53-11-4	Coleman and Sandra Lyttle	16251 Hunters Ridge lane	Moseley, Va	23120
53-A-60	Arsenal at point of Fork LLC	18 East Main St	Richmond, Va	23219
53-A-69	Kenneth Johnston	3775 E. River Rd	Columbia, Va	23038
53-11-20	Kenneth Droege	351 Scenic River Dr	Columbia, Va	23038
53-11-18	Central Virginia Electric Co-op	P.O. Box 247	Lovingston, Va	22949
53-11-5	Coleman and Sandra Lyttle	16251 Hunters Ridge lane	Moseley, Va	23120
53-11-25	James & Roseann Knepper	308 Scenic River Dr	Columbia, Va	23038
53-11-17	William Dooley & Patricia Arndt	133 Scenic River Dr	Columbia, Va	23038
53-11-28A	Stephanie Baskfield	50 Scenic River Dr	Columbia, Va	23038
53-11-28B	George & Ana Carr	610 Stage Junction Rd	Columbia, Va	23038
53-11-29	Philip and Susan Clifton	785 Stage Junction Rd	Columbia, Va	23038
54-A-45	Fermey & Darlene Payne	911 Stage Junction Rd	Columbia, Va	23038
54-A-44A	Mary T. Bowles	979 Stage Junction Rd	Columbia, Va	23038
54-A-44B	Mary Helen Johnson	1003 Stage Junction Rd	Columbia, Va	23038
54-A-41	Richard & Julia Rose	749 Carysbrook Rd	Fork Union, Va	23055
54-11-ZA	Rosa Payne	1149 Stage Junction Rd	Columbia, Va	23038
53-A-74	Bobbie Jo Eubank	530 Old Hundred Rd	Midlothian, Va	23114
53-3-2	George Sutton	8 Courtside Ln	Ashland, va	23005
54-4-41A	Stage Coach Properties LLC	P.O. Box 7427	Charlottesville, Va	22906
54-A-38	Michael White	9435 Bright Way Ct	Richmond, Va	23294
54-A-37	John & Barbara Lowe	P.O. Box 922	Scottsville, Va	24590
54-7-4	Mary Malone	P.O. Box 340905	Jamaica, NY	11434
54-7-3	Joseph Green	7826 Antionette Dr	Richmond, Va	23227
54-7-2	Lee Roy Dickerson	6048 Landing Point Way	Sacramento, Ca.	95823
54-7-1	Cora Harding	3216 Griffin Ave	Richmond, Va	23222
54-A-15	June Settle	10226 Dutch Hollow Rd	Rixeyville, Va	22737
54-6-B	Rotche & Suann Strickland	P.O. Box 36	Fork Union, Va	23055
54-A-14	Charles Frazier	2483 Stage Junction Rd	Columbia, Va	23038
54-6-A	Marilyn Johnson	566 Rose Hill Rd	Columbia, Va	23038
54-1-1C	Gladys Lancaster	646 Rose Hill Rd	Columbia, Va	23038
54-A-5A	Dorothy Pervall	1105 Canvas Back Ct	Upper Marlboro, Md	20774
54-A-5	Dorothy Pervall	1105 Canvas Back Ct	Upper Marlboro, Md	20774
54-A-7	Stephen & Pamela Gentry	385 Colemans Lane	Columbia, Va	23038
54-A-8	James Garrant	13408 Accent Way	Germantown, Md	20874
44-1-1	Thomas & Shirley Poore	3456 Bremo Rd	Bremo Bluff, Va	23022
54-A-11	Jose Luiz Viana	P.O. Box 10240	Rockville, Md	20849
54-A-10	Robert & Joanne Maughan	11524 Birchill Lane	Glen Allen, Va	23059
44-1-3	Jose Luiz Viana	P.O. Box 10240	Rockville, Md	20849
44-A-18A	William & Patricia Johnson	317 Shannon Hill Rd	Columbia, Va	23038
44-A-18B	Victor & Mary Gresham	3806 Stage Junction Rd	Columbia, Va	23038
44-A-22	Frances Carper/Thomas Davis	3220 Azalea Pl	Lynchburg, Va	24503



44-A-22A	Frances Carper/Thomas Davis	3220 Azalea Pl	Lynchburg, Va	24503
44-A-21	George & Elenora Bland	310 Stoneridge Way	Covington, Ga.	30016
44-A-13	Harriet Loving	6115 Stage Junction Rd	Columbia, Va	23038
44-A-14B	Kenneth & Bonnie Dickerson	364 Moonstar Ln	Columbia, Va	23038
44-5-14	Kenneth & Athena Low	332 Moonstar Ln	Columbia, Va	23038
44-A-12	Harold Turner	1074 Shannon Hill Rd	Columbia, Va	23038
44-A-8	John Rafferty & Rebecca Newlon	148 Kellam Dr	Louisa, Va	23093
44-A-7	John Rafferty & Rebecca Newlon	148 Kellam Dr	Louisa, Va	23093
44-2-2	John Jones	1401 Windsor Way	Manakin Sabot, Va	23103
44-2-4	Hall Revocable Trust	11189 Lake Shore Court	Glen Allen, Va	23059
44-2-5	Jeffery & Emily Lukhard	2426 Shannon Hill Rd	Columbia, Va	23038
44-A-2	Robert Breschel	3145 French Hill Dr	Powhatan, Va	23139
33-A-29	Simorg South Forests LLC	15 Piedmont Center Suite 1250	Atlanta, Ga	30305
33-A-30	Simorg South Forests LLC	15 Piedmont Center Suite 1250	Atlanta, Ga	30305
33-A-31	Myrtle Holland	P.O. Box 1049	Tappahannock, Va	22560
44-A-46A	Franetta Bland	2586 Community House Rd	Columbia, Va	23038
44-4-4	Fools Gold LLC	2415 Grenoble Rd	Henrico, Va	23294
44-4-3	Fools Gold LLC	2415 Grenoble Rd	Henrico, Va	23294
44-4-2	Fools Gold LLC	2415 Grenoble Rd	Henrico, Va	23294
45-A-3	Charles Dickerson	225 33rd St. N.E.	Washington, D.C.	20019
45-A-1	Margaret Massie	2931 Community House Rd	Columbia, Va	23038
45-1-1	Dana & Denise Bennett	2995 Community House Rd	Columbia, Va	23038
45-1-2	Margaret Massie	2931 Community House Rd	Columbia, Va	23038
45-A-2	Thomas & Tami Raniszewzki	29 Dupont Prwy P.O. Box 81	Saint Georges, De	19733
34-1-2	Karen & Charles Wright	3197 Community House Rd	Columbia, Va	23038
34-1-1	Beckman Revocable Trust	2299 Covered Bridge Rd	Kents Store, Va	23084
34-1-3D	James Wright	341 Douglas Ave	Portsmouth, Va	23707
34-A-22	Green Spring Timber	26 Zion park Rd	Troy, Va	22974
34-1-3C	Keith C. Wright	3197 Community House Rd	Columbia, Va	23038
34-1-3B	Keith C. Wright	3197 Community House Rd	Columbia, Va	23038
34-1-3A	Jeffrey & Helen Counts	2573 Covered Bridge Rd	Kents Store, Va	23038
33-A-34	David & Becky Peterson	2706 Covered Bridge Rd	Kents Store, Va	23084
33-A-34B	William & Susan Hughes	2022 Covered Bridge Rd	Kents Store, Va	23084
33-A-37	William & Susan Hughes	2022 Covered Bridge Rd	Kents Store, Va	23084
34-A-17	Carolyn Copenhaver	2018 Covered Bridge Rd	Kents Store, Va	23084
33-A-1	Elizabeth Sadler Revocable Trust	3826 Thomas Jefferson Pkwy	Palmyra, Va	22963
34-3-C1A	Kevin & Heather Kidd	1562 Covered Bridge Rd	Kents Store, Va	23084
34-3-C2	Janice & Alva Jones	1490 Covered Bridge Rd	Kents Store, Va	23084
34-A-3	Equity Trust Company	6 Riva Ridge lane	Stafford, Va	22566
34-A-14	Brandon & Marla Miller	6 Riva Ridge lane	Stafford, Va	22566
34-A-12	Fools Gold LLC	2415 Grenoble Rd	Henrico, Va	23294
34-A-5	Cody & Paula Stevenson	663 Covered Bridge Rd	Kents Store, Va	23084
34-A-2B	Jeffrey & Cheryl Potter	474 Covered Bridge Rd	Kents Store, Va	23084
23-A-36	Cecil & Sandra Ross	10806 Foxmore Ave	Richmond, Va	23233
22-A-66	Howard G.L.	P.O. Box 9	Rockville, Va	23146
34-A-2A	Howard G.L.	P.O. Box 9	Rockville, Va	23146
23-A-52	Thomas & Helen Fleming	P.O. Box 55	Kents Store, Va	23084

23-A-35	Carol & Mary Henley	4165 Tapscott Rd	Columbia, Va	23038
23-A-38B	Robert Hucks	6220 Venable Rd	Kents Store, Va	23086
23-A-104	George Minor Estate	11598 Game Preserve Rd	Gaithersburg, Md	20878
23-A-1	Lawrence Bowman	6736 Venable Rd	Kents Store, Va	23084
23-A-100	Henry & Virginia Sheridan	6368 Venable Rd	Kents Store, Va	23084
23-A-101A	Canaan Soul Saving St Pentecost	6576 Venable Rd	Kents Store, Va	23084
23-A-99F	Grapetree Group LLC	7506 Venable Rd	Kents Store, Va	23084
23-A-99A	Carroll & Patricia Morse	236 Tabscott Rd	Kents Store, Va	23084
23-A-95	Frank & Nan Brown	P.O. Box 39	Kents Store, Va	23084
23-A-99C	Jacqueline Able Family Trust	6736 Venable Rd	Kents Store, Va	23084
23-A-78B	Andrew & Donna Sheridan	89 Covered Bridge Rd	Kents Store, Va	23084
23-A-98	Patricia Woodson	1 Tabscott Rd	Kents Store, Va	23084
23-A-79C	Spencer Lee Barrett	7000 Venable Rd	Kents Store, Va	23084
23-A-79A	Jean M Richardson	7084 Venable Rd	Kents Store, Va	23084
23-A-80A	Jean M Richardson	7084 Venable Rd	Kents Store, Va	23084
23-A-84	Karen Haley	7388 Venable Rd	Kents Store, Va	23084
23-A-71	Anthony Smith	2435 Dogwood Dr	Palmyra, Va	22963
23-A-81	Roger Rothwell	P.O. Box 24061	Christianed, St Croix	524
23-A-72A	William & Deborah Hunsberger	7215 Venable Rd	Kents Store, Va	23084
23-A-69	Julia Key	7625 Venable Rd	Kents Store, Va	23084
23-A-66	William Hodge Jr	639 Way Station Ln	Kents Store, Va	23084
23-13-A	Paul Maosha	3706 Coles Point Way	Glen Allen, Va	23060
23-A-45A	Technical Marketing Internationa	17939 Joplin Rd	Triangle, Va	22172
23-A-64	William Weisneburger	17937 Joplin Rd	Triangle, Va	22172
23-1-3	Marian Quigley	410 Way Station Ln	Kents Store, Va	23084
23-16-6	Parrish Revocable	1 Reedy Pl	Bluffton, Sc	29909
23-16-7	Parrish Revocable	1 Reedy Pl	Bluffton, Sc	29909
23-16-8	Marvin & Marlene Dunivan	1792 Perkins Rd	Kents Store, Va	23084
23-16-9	Parrish Revocable	1 Reedy Pl	Bluffton, Sc	29909
23-A-62	Parrish Revocable	1 Reedy Pl	Bluffton, Sc	29909
23-A-61	David & Nancy Hahn	8915 Braeburn Dr	Annandale, Va	22003
23-12-C	Perkins Living Trust	7090 Covenant Woods Dr D 306	Mechanicsville, Va	23111
23-A-9	Stacy Ringle	P.O. Box 69	Kents Store, Va	23084
23-A-11A	Gregory & Jeanette Jackson	2932 Kents Store Way	Kents Store, Va	23084
23-A-11	Gregory & Jeanette Jackson	2932 Kents Store Way	Kents Store, Va	23084
23-A-6	Robert & Elizabeth Parrish	90 Parrish Lane	Kents Store, Va	23084
23-A-5	William Weisneburger	17937 Joplin Rd	Triangle, Va	22172
14-A-10	William Weisneburger	17937 Joplin Rd	Triangle, Va	22172
14-A-11	William Weisneburger	17937 Joplin Rd	Triangle, Va	22172
23-11-1	Clifton Palmateer	4 Russell Rd	Fredricksburg, Va	22405
23-11-2	Charles & Shelia Palmateer	315 Maple Ln	Kents Store, Va	23084
14-1-2	James Palmateer	88 Maple Ln	Kents Store, Va	23084
14-8-3	Janet Grubbs	1011 Leigh Mountain Rd	Green Bay, Va	23942
14-8-2	Janet Grubbs	1011 Leigh Mountain Rd	Green Bay, Va	23942
14-A-12	Odessa Parrish	P.O. Box 103	Kents Store, Va	23084
14-9-4	Arnell Simmons	6221 Cheverly Park Dr	Cheverly, Md	20785
14-A-13	Christopher Pucsek	49 Ponderosa Ln	Palmyra, Va	22963

14-A-14A	Shelia Waddy	69 Waddy Creek Dr	Kents Store, Va	23084
14-A-14	Gwendolyn Jones	65 Waddy Creek Dr	Kents Store, Va	23084
67-12-A3	Garnett and Linda Jackson	481 Kents Store Rd	Kents Store, Va	23084
14-A-20A	Janet Grubbs	1011 Leigh Mountain Rd	Green Bay, Va	23942
14-A-20	R&R VA. Corp	9505 Minna Drive	Richmond, Va	23229
23-A-51	William D. Weisenburger	P.O. Box 6	Kents Store, Va	23084
23-A-50	Robert O. Parrish ET.AL	819 Parrish Lane	Kents Store, Va	23084
23-12-D	Smart Living Trust	F301-7090 Covenant Woods Dr.	Mechanicsville, Va	23111
23-12-A	William D. Weisenburger Jr.	17932 Joplin Rd	Triangle, Va	22172
23-A-67	Mark & Mary Creasey	4499 Nahor Road	Charlottesville, Va	22902
23-A-72B	Steven & Deborah Miller	4230 Chestnut Hills Dr	Louisa, Va	23093
23-A-70	Estate of John Scott	13207 Piedmont Vista Dr	Haymarket, Va.	20169
23-A-96	William Haley Jr	10546 Louisa Rd	Gordonsville, Va	22942
23-A-97	Lorraine Everett	Sterling Valley Farm	Kresgeville, Pa	18333
23-A-99	Grapetree Group LLC	7506 Venable Rd	Kents Store, Va	23084
23-A-101	Canaan Saving Station Church	3718 Oak Avenue	Gwynn Oak, Md	21207
23-A-102	Martha jane Brice	103 Brice Lane	Kents Store, Va	23084
23-A-103	George Minor Estate	5807 Crown Street	Captiol Heights, Md	20743
23-A-37	Robert Hucks	6220 Venable Rd	Kents Store, Va	23084
23-A-36E	John & Kristie Sheridan	445 Covered Bridge Rd	Kents Store, Va	23084
23-A-36A	Michael & Celeste Cottrell	595 Covered Bridge Rd	Kents Store, Va	23084
34-A-2	Michael & Deborah Lewis	194 Covered Bridge Rd	Kents Store, Va	23084
34-A-4	Equity Trust Company	6 Riva Ridge lane	Stafford, Va	22556
34-3-A	A. Neal & Mary Smith	1450 Covered Bridge Rd	Kents Store, Va	23084
34-3-B1	A. Neal & Mary Smith	1450 Covered Bridge Rd	Kents Store, Va	23084
34-3-B3	A. Neal & Mary Smith	1450 Covered Bridge Rd	Kents Store, Va	23084
34-3-C	Nellie Richardson	1508 Covered Bridge Rd	Kents Store, Va	23084
34-3-C1	Charlotte Kidd	1562 Covered Bridge Rd	Kents Store, Va	23084
34-3-B2	William B. Morgan III	1700 Covered Bridge Rd	Kents Store, Va	23084
34-2-A	William & Susan Hughes	2022 Covered Bridge Rd	Kents Store, Va	23084
34-A-16	William & Susan Hughes	2022 Covered Bridge Rd	Kents Store, Va	23084
34-A-18	William & Susan Hughes	2022 Covered Bridge Rd	Kents Store, Va	23084
34-1-1	Beckman Revocable Trust	2299 Covered Bridge Rd	Kents Store, Va	23084
34-1-3	Keith C. Wright	3197 Community House Rd	Columbia, Va	23038
34-1-5	Miller Revocable Trust	295 Phillips Ln	Bumpass, Va	23024
34-1-4	Edward & Barbara Windsor	29091 Red Stone Lane	Mechanicsville, Va	20659
33-A-30A	Simorg South Forests LLC	15 Piedmont Ctr Suite 1250	Atlanta, Ga	30305
44-A-46	Helen Stinson Et. AL	P.O. Box 84	New Canton, Va	23123
44-3-1	C. Allen & Loretta Haden	133 Sugar Bush	Williamsburg, Va	23188
44-3-2	Diamond Branch Farms LLC	16332 Mile Branch Rd	Rockville, Va	23146
44-2-3	C. Allen & Loretta Haden	133 Sugar Bush	Williamsburg, Va	23188
44-2-1	John E. Jones	1401 Windsor Way	Manakin Sabot, Va	23103
44-A-15	Mary C. Turner	1074 Shannon Hill Rd	Columbia, Va	23038
44-A-17	Emma Purcell Alexander	P.O. Box 666	Louisa, Va	23093
44-A-18	Mary Anne Greshanm	13101 Middle Ridge Way	Richmond, Va	23233
44-A-31	Hall Revocable Trust	11189 Lake Shore Court	Glen Allen, Va	23059
44-1-2	Hall Revocable Trust	11189 Lake Shore Court	Glen Allen, Va	23059

44-1-3B	Jose Luiz Viana	P.O. Box 10240	Rockville, MD	20849
54-A-10A	Robert & Joanne Maughan	11524 Birchill Lane	Glen Allen, Va	23059
54-A-14A	Anne-Marie McHale/Nina Hudock	2489 Stage Junction Rd	Columbia, Va	23038
54-1-1A	J.C. McCarty	3605 Ammons Ave	Richmond, Va	23223
54-6-C	Rotche & Suann Strickland	P.O. Box 36	Fork Union, Va	23055
54-1-1	Rotche & Suann Strickland	P.O. Box 36	Fork Union, Va	23055
54-2-1	Grace Lindsay Nolting	1317 Stage Junction Rd	Columbia, Va	23038
54-A-43	Emma Jean Wells	1181 Stage Junction Rd	Columbia, Va	23038
54-11-Z	Louis SR. & Rosa Payne	P.O. Box 861	Columbia, Va	23038
54-11-Y	Mary Theresa Bowles	979 Stage Junction Rd	Columbia, Va	23038
54-11-X	Fermey & Darlene Payne	911 Stage Junction Rd	Columbia, Va	23038
53-11-27	John & Susan Henry	14924 Alpine bay Loop	Gainesville, Va	20155
53-11-26	Paul Jr. & Sally Wylie	188 Scenic River Dr	Columbia, Va	23038
53-11-19	Central Virginia Electric Co-op	P.O. Box 247	Livingston, Va	22949

- MEANS THERE IS LIMITED INFO. LISTED ON THE KDR SPREADSHEET

AFD Agricultural Forestal District

AUG 05 2015

FLUVANNA COUNTY JRWA PARCEL LIST - Rte. 6 to Louisa County

Planning Dept.

PARCEL	OWNER	ZONING	ACREAGE	LOCATION	CVEC (Yes/N	DOMINION (Yes/No)
67 12 A3	GARNETT AND LINDA S. JACKSON 481 KENT STORE ROAD LOUISIA, 23093-23094	C-2	26.03	LOUISA	Yes	
14 9 4	ARNELL W. SIMMONS ET AL 6221 CHEVERLY PARK DRIVE CHEVERLY, MD. 20785				No	
14 A 14	GWENDOLYN D. JONES 65 WADDY CREEK DRIVE KENTS STORE, VA. 23084	A-1	10.11	FLUVANNA	Yes	
14 A 20A	JANET M. GRUBBS 1011 LEIGH MOUNTAIN ROAD GREEN BAY, VA. 23942	A-1	13.91	FLUVANNA	Yes	
14 14A	Shelia Waddy				No	
14 A 13	CHRISTOPHER E. PUCSEK 49 PONDEROSA LANE PALMYRA, VA. 22963	A-1	10.93	FLUVANNA	Yes	
14 A 20	R & R VA. CORP. 9505 MINNA DRIVE RICHMOND, VA. 23229	A-1	83.7	FLUVANNA	Yes	
23 A 51	WILLIAM D. WEISENBURGER P.O. BOX 6 KENTS STORE, VA. 23084	A-1	116.03	FLUVANNA	Yes	
23 A 61	DAVID J. & NANCY B. HAHN 8915 BRAEBURN DRIVE ANNANDALE, VA. 22003				Yes	
23 A 50	ROBERT O. PARRISH ET AL 819 PARRISH LANE	A-1	159.39	FLUVANNA	Yes	

23 A 62	PARRISH REVOCABLE LIVING TRUST 1 REEDY PLACE BLUFFTON, SC 29909											Yes	
23 12 D	SMART LIVING TRUST F301 7090 COVENANT WOODS DRIVE MECHANICSVILLE, VA. 23111	A-1			52.22	FLUVANNA						Yes	
23 12 A	WILLIAM D. WEISENBURGER, JR 17932 JOPLIN ROAD TRIANGLE, VA. 22172	A-1			53.12	FLUVANNA						Yes	
23 A 66	WILLIAM R. HODGE JR. ET AL 639 WAY STATION LANE KENTS STORE, VA. 23084	A-1			152.55	FLUVANNA						Yes	
23 A 67	MARK A. & MARY. N. CREASEY 4499 NAHOR ROAD CHARLOTTESVILLE, VA. 22902	A-1			65.15	FLUVANNA						Yes	
23 A 72B	STEVEN B. & DEBORAH K. MILLER 4230 CHESTNUT HILLS DRIVE LOUISA, VA. 23093	A-1			26.06	FLUVANNA						Yes	
23 A 70	ESTATE OF JOHN M. SCOTT 13207 PIEDMONT VISTA DRIVE HAYMARKET, VA 20169	A-1			1.92	FLUVANNA						Yes	
23 A 96	WILLIAM B. HALEY, JR. 10546 LOUISA ROAD GORDONSVILLE, VA. 22942	A-1			24.32	FLUVANNA						Yes	
23 A 97	LORRAINE S. EVERETT STERLING VALLEY FARM KRESGEVILLE, PA. 18333	A-1			79.73	FLUVANNA						Yes	
23 A 99	GRAPETREE GROUP LLC 7506 VENABLE ROAD KENTS STORE, VA. 23084	A-1			9.71	FLUVANNA						Yes	

23 A 101	CANAAN SAVING STATION CHURCH 3718 OAK AVENUE GWYNN OAK MD. 21207	A-1	58.27	FLUVANNA	Yes
23 A 102	MARTHA JANE BRICE 103 BRICE LANE KENTS STORE, VA. 23084	A-1	3.11	FLUVANNA	Yes
23 A 103	GEORGE MINOR ESTATE 5807 CROWN STREET CAPITOL HEIGHTS, MD 20743	A-1	19.38	FLUVANNA	Yes
23 A 37	ROBERT C. HUCKS 6220 VENABLE ROAD KENTS STORE, VA. 23084	A-1	13.43	FLUVANNA	Yes
23 A 36E	JOHN M. & KRISTIE L. SHERIDAN 445 COVERED BRIDGE ROAD KENTS STORE, VA. 23084	A-1	13.89	FLUVANNA	Yes
23A 36A	MICHAEL V. & CELESTE R. COTTRELL 595 COVERED BRIDGE ROAD KENTS STORE, VA. 23084	A-1	18.35	FLUVANNA	Yes
34 A 2	MICHAEL W. & DEBORAH H. LEWIS 194 COVERED BRIDGE ROAD KENTS STORE, VA. 23084	A-1	181.59	FLUVANNA	Yes
34 A 4	EQUITY TRUST COMPANY 6 RIVA RIDGE LANE STAFFORD, VA. 22556	A-1	81.21	FLUVANNA	Yes
34 3 A	A. NEAL & MARY C. SMITH 1450 COVERED BRIDGE LANE KENTS STORE, VA. 23084	A-1	27.29	FLUVANNA	No
34 3 B1	A. NEAL & MARY C. SMITH 1450 COVERED BRIDGE LANE KENTS STORE, VA. 23084	A-1	19.82	FLUVANNA	No

34 3 B3	NEAL & MARY C. SMITH 1450 COVERED BRIDGE LANE KENTS STORE, VA. 23084	A-1		14.38	FLUVANNA	Yes	
34 3 C	NELLIE M. RICHARDSON 1508 COVERED BRIDGE LANE KENTS STORE, VA. 23084	A-1		21.6	FLUVANNA	Yes	
34 3 C1	CHARLOTTE R. KIDD 1562 COVERED BRIDGE ROAD KENTS STORE, VA. 23084	A-1		3.13	FLUVANNA	Yes	
34 3 B2	WILLIAM B. MORGAN, III ET UX 1700 COVERED BRIDGE ROAD KENTS STORE, VA. 23084	A-1		17.99	FLUVANNA	Yes	
34 2 A	WILLIAM F. & SUSAN A. HUGHES 2022 COVERED BRIDGE ROAD KENTS STORE, VA. 23084	A-1		109.69	FLUVANNA	Yes	
34 A 17 AFD	CAROLYN H. COPENHAVER 2018 COVERED BRIDGE ROAD KENTS STORE, VA. 23084					No	
34 A 16	WILLIAM F. & SUSAN A. HUGHES 2022 COVERED BRIDGE ROAD KENTS STORE, VA. 23084	A-1		98.92	FLUVANNA	Yes	
34 A 18	WILLIAM F. & SUSAN A. HUGHES 2022 COVERED BRIDGE ROAD KENTS STORE, VA. 23084	A-1		77.10	FLUVANNA	Yes	
34 1 1	BECKMAN REVOCABLE TRUST 2299 COVERED BRIDGE ROAD KENTS STORE, VA. 23084	A-1		103.06	FLUVANNA	Yes	
34 1 3	KEITH C. WRIGHT 3197 COMMUNITY HOUSE ROAD COLUMBIA, VA. 23038	A-1		104.59	FLUVANNA	Yes	
34 1 5	MILLER REVOCABLE TRUST						



	A-1	91.01 FLUVANNA	Yes
34 1 4	5 PHILLIPS LANE BUMPASS, VA. 23024		
	EDWARD A. & BARBARA A. WINDSOR 29091 RED STONE LANE MECHANICSVILLE MD. 20659	103.04 FLUVANNA	Yes
33 A 30A	SIMORG SOUTH FORESTS LLC 15 PEIDMONT CENTER SUITE 1250 ATLANTA, GA. 30305	122.17 FLUVANNA	Yes
44 A 46	HELEN STINSON ET AL P.O. BOX 84 NEW CANTON, VA. 23123	145.78 FLUVANNA	Yes
44 A 46A	FRANETTA BLAND 2586 COMMUNITY HOUSE ROAD COLUMBIA, VA. 23038	3.32 FLUVANNA	Yes
44 3 1	C. ALLEN & LORETTA M. HADEN 133 SUGAR BUSH WILLIAMSBURG, VA. 23188	103.44 FLUVANNA	Yes
44 3 2	DIAMOND BRANCH FARMS LLC 16332 MILE BRANCH ROAD ROCKVILLE VA. 23146	98.16 FLUVANNA	Possible yes, depending on GIS uncertainty
44 2 3	C. ALLEN & LORETTA M. HADEN 133 SUGAR BUSH WILLIAMSBURG, VA. 23188	238.52 FLUVANNA	Yes
44 2 5	JEFFREY S. & EMILY I. LUKHARD 2426 SHANNON HILL ROAD COLUMBIA, VA. 23038		No
44 2 4	HALL REVOCABLE TRUST 11189 LAKE SHORE COURT GLEN ALLEN, VA. 23059		No
44 2 2	JOHN E. JONES 1401 WINDSOR WAY		Possible yes, depending on GIS uncertainty

	MANAKIN SABOT, VA. 23103								
44 2 1	JOHN E. JONES 1401 WINDSOR WAY MANAKIN SABOT, VA. 23103	A-1	285.24	FLUVANNA	Yes				
44 A 15	MARY C. TURNER 1074 SHANNON HILL ROAD COLUMBIA, VA. 23038				Yes				
44 A 17	EMMA PURCELL ALEXANDER P.O. BOX 666 LOUISA, VA. 23093	A-1	11	FLUVANNA	No				
44 A 18	MARY ANNE GRESHAM, ET AL 13101 MIDDLE RIDGE WAY RICHMOND, VA. 23233	A-1	186.08	FLUVANNA	Yes				
44 A 31	HALL REVOCABLE TRUST 11189 LAKE SHORE COURT GLEN ALLEN, VA. 23059	A-1	23.54	FLUVANNA	Yes				
44 1 2	HALL REVOCABLE TRUST 11189 LAKE SHORE COURT GLEN ALLEN, VA. 23059	A-1	15.96	FLUVANNA	Yes				
44 1 3B	JOSE LUIZ VIANA P.O. BOX 10240 ROCKVILLE, MD. 20849	A-1	8.26	FLUVANNA	Yes				
54 A 10A	ROBERT L. & JOANNE H. MAUGHAN 11524 BIRCHILL LANE GLEN ALLEN, VA. 23059	A-1	84.96	FLUVANNA	Yes				
54 A 14A	ANNE-MARIE H. McHALE & NINA HUDOCK 2489 STAGE JUNCTION ROAD COLUMBIA, VA. 23038	A-1	20	FLUVANNA	Yes				
54 1 1A	J.C. McCARTY ET AL 3605 AMMONS AVENUE RICHMOND, VA. 23223				No				

54 6 C	ROTCHÉ L. & SUANN STRICKLAND P.O. BOX 36 FORK UNION, VA. 23055	A-1	2.98	FLUVANNA	Yes
54 1 1	ROTCHÉ L. & SUANN STRICKLAND P.O. BOX 36 FORK UNION, VA. 23055	A-1	69.09	FLUVANNA	Yes
54 2 1	GRACE LINDSAY MOLTING 1317 STAGE JUNCTION ROAD COLUMBIA, VA. 23038	A-1	36.01	FLUVANNA	Yes
54 A 41	RICHARD, JR. & JULIA N. ROSE 749 CARYSBROOK ROAD FORK UNION, VA. 23055	A-1	114.94	FLUVANNA	Yes
54 A 43	EMMA JEAN T. WELLS 1181 STAGE JUNCTION ROAD COLUMBIA, VA. 23038	A-1	4.92	FLUVANNA	Yes
54 1 1 Z	LOUIS R., SR. & ROSA L. PAYNE P.O. BOX 861 COLUMBIA, VA. 23038	A-1	12.81	FLUVANNA	Yes
54 1 1 Y	MARY THERESA BOWLES 979 STAGE JUNCTION ROAD COLUMBIA, VA. 23038	A-1	17.91	FLUVANNA	Yes
54 1 1 X	FERMEY J., JR. & DARLENE PAYNE 911 STAGE JUNCTION ROAD COLUMBIA, VA. 23038	A-1	17.03	FLUVANNA	Yes
53 1 1 27	JOHN E. & SUSAN A. HENRY 14924 ALPINE BAY LOOP GAINESVILLE, VA. 20155	A-1	9.55	FLUVANNA	Yes
53 1 1 26	PAUL D., JR. & SALLY C. WYLIE 188 SCENIC RIVER DRIVE COLUMBIA, VA. 23038	A-1	9.34	FLUVANNA	No



## Fluvanna County RWM Adjacent Parcels

### JRWA South of Route 6

61-A-4	1
61-A-1	1
53-A-63	1
53-11-6	1
53-11-4	1
53-A-60	1
	6

### North of Route 6

53-A-69	1
53-11-20	1
53-11-18	1
53-11-5	1
53-11-25	1
53-11-17	1
53-11-28	1
53-11-29	1
54-A-45	1
54-A-44A	1
54-A-44B	1
54-A-41	1
54-11-ZA	1
53-A-74	1
53-3-2	1
54-4-41A	1
54-A-39	1
54-A-38	1
54-A-37	1
54-7-4	1
54-7-3	1
54-7-2	1
54-7-1	1
54-A-15	1
54-6-B	1
54-A-14	1
54-6-A	1
54-1-1C	1
54-A-4	1
54-A-5A	1
54-A-5	1
54-A-7	1
54-A-8	1

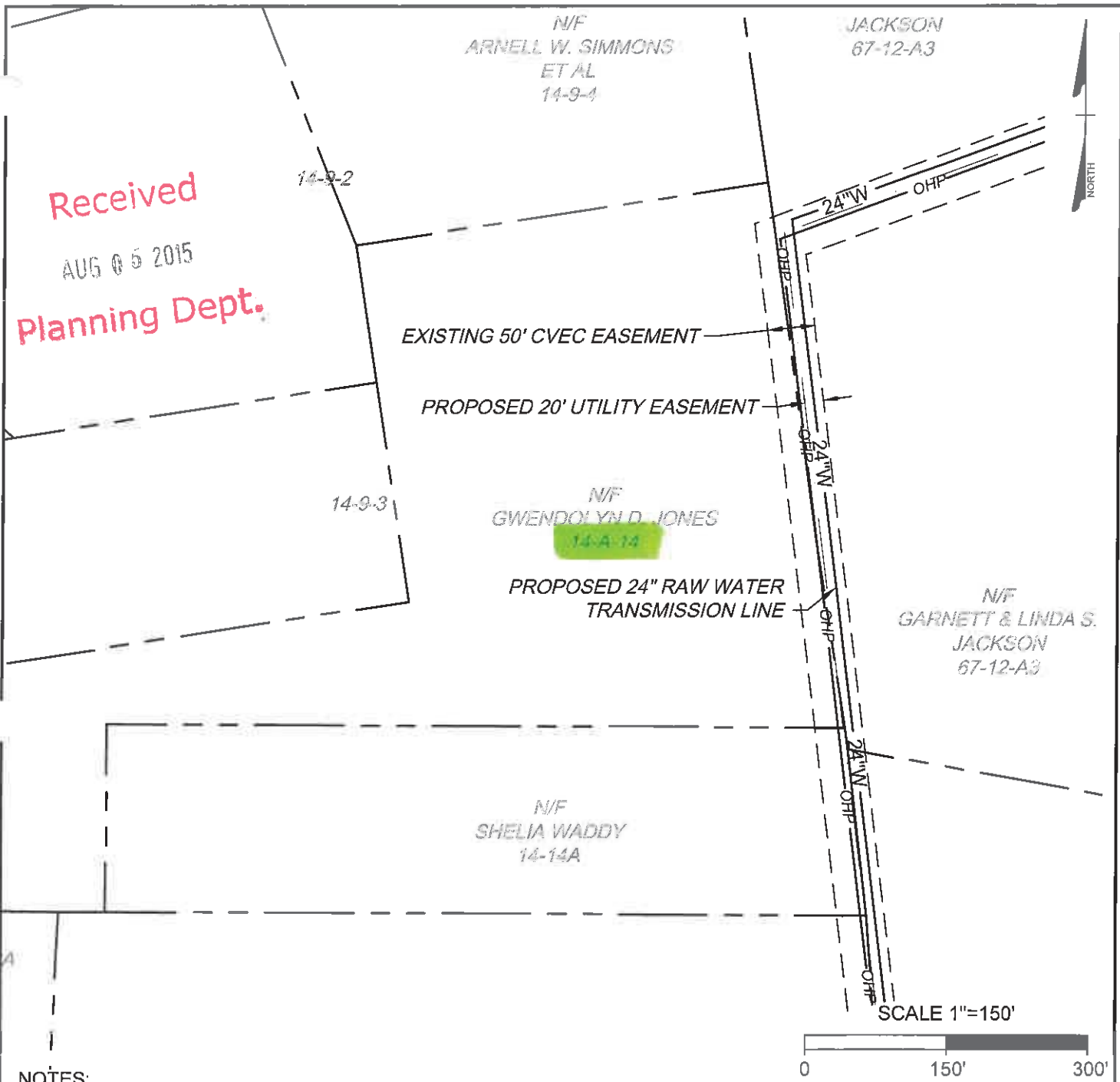
44-1-1	1
54-A-11	1
54-A-10	1
44-1-3	1
44-A-18A	1
44-A-18B	1
44-A-22	1
44-A-22A	1
44-A-21	1
44-A-13	1
44-A-14B	1
44-5-14	1
44-A-12	1
44-A-8	1
44-A-7	1
44-2-2	1
44-2-4	1
44-2-5	1
44-A-2	1
33-A-29	1
33-A-30	1
33-A-31	1
44-A-46A	1
44-4-4	1
44-4-3	1
44-4-2	1
45-A-3	1
45-A-1	1
45-1-1	1
45-1-2	1
45-A-2	1
34-1-2	1
34-1-1	1
34-1-3D	1
34-A-22	1
34-1-3C	1
34-1-3B	1
34-1-3A	1
33-A-34	1
33-A-34B	1
33-A-37	1
34-A-17	1
33-A-1	1
34-3-C1A	1
34-3-C2	1
34-A-3	1
34-A-14	1

34-A-12	1
34-A-5	1
34-A-2B	1
23-A-36	1
22-A-66	1
34-A-2A	1
23-A-52	1
23-A-35	1
23-A-38B	1
23-A-104	1
23-A-1	1
23-A-100	1
23-A-101A	1
23-A-99F	1
23-A-99A	1
23-A-95	1
23-A-99C	1
23-A-78B	1
23-A-98	1
23-A-79C	1
23-A-79A	1
23-A-80A	1
23-A-84	1
23-A-71	1
23-A-81	1
23-A-72A	1
23-A-69	1
23-A-66	1
23-13-A	1
23-A-45A	1
23-A-64	1
23-1-3	1
23-16-6	1
23-16-7	1
23-16-8	1
23-16-9	1
23-A-62	1
23-A-61	1
23-12-C	1
23-A-9	1
23-A-11A	1
23-A-11	1
23-A-6	1
23-A-5	1
14-A-10	1
14-A-11	1
23-11-1	1

23-11-2	1
14-1-2	1
14-8-3	1
14-8-2	1
14-A-12	1
14-9-4	1
14-A-13	1
14-14A	1
14-A-14	1

TOTAL ADJOINING PARCELS: 136





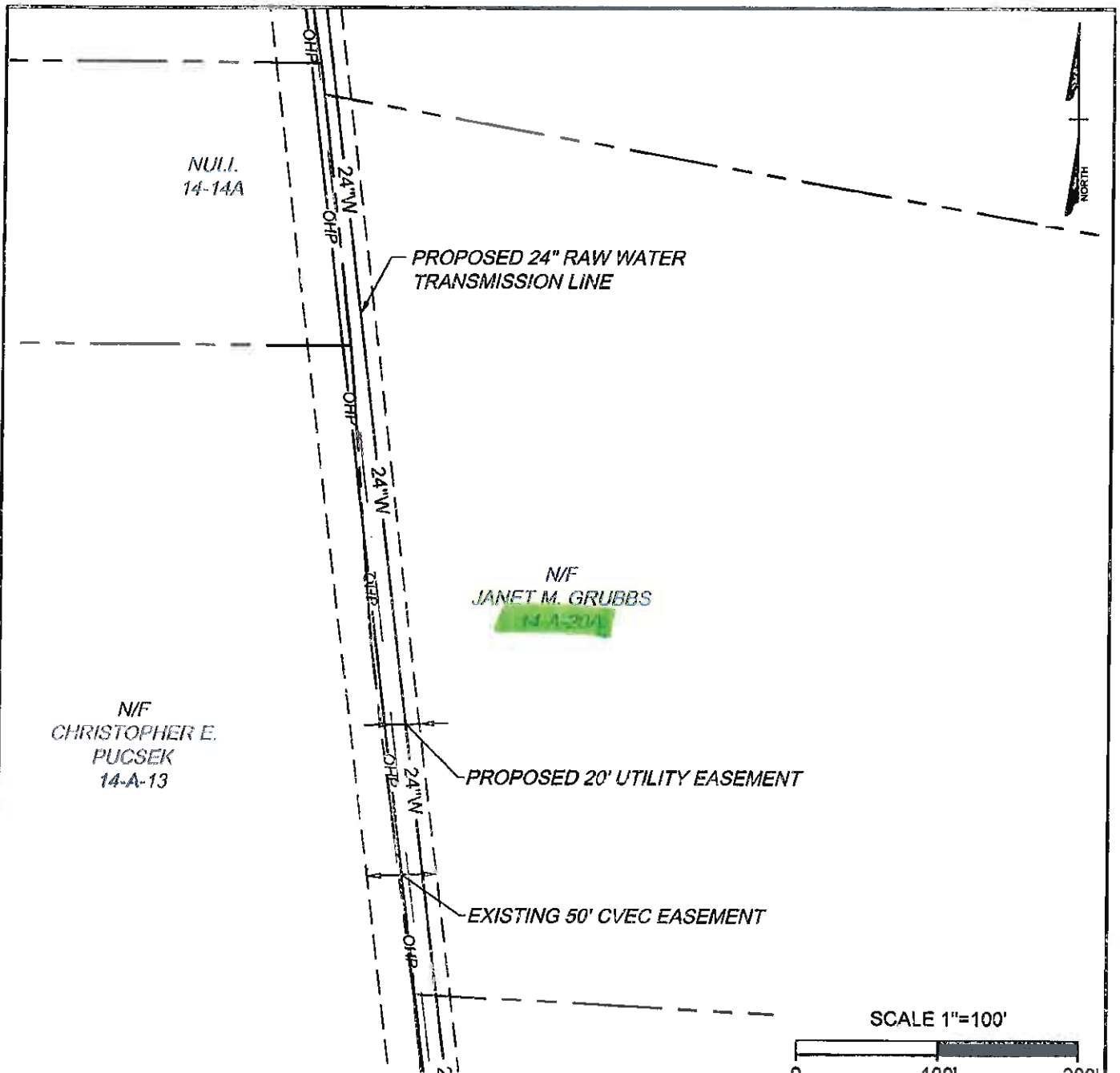
**NOTES:**

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 14-A-14**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 07/17/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





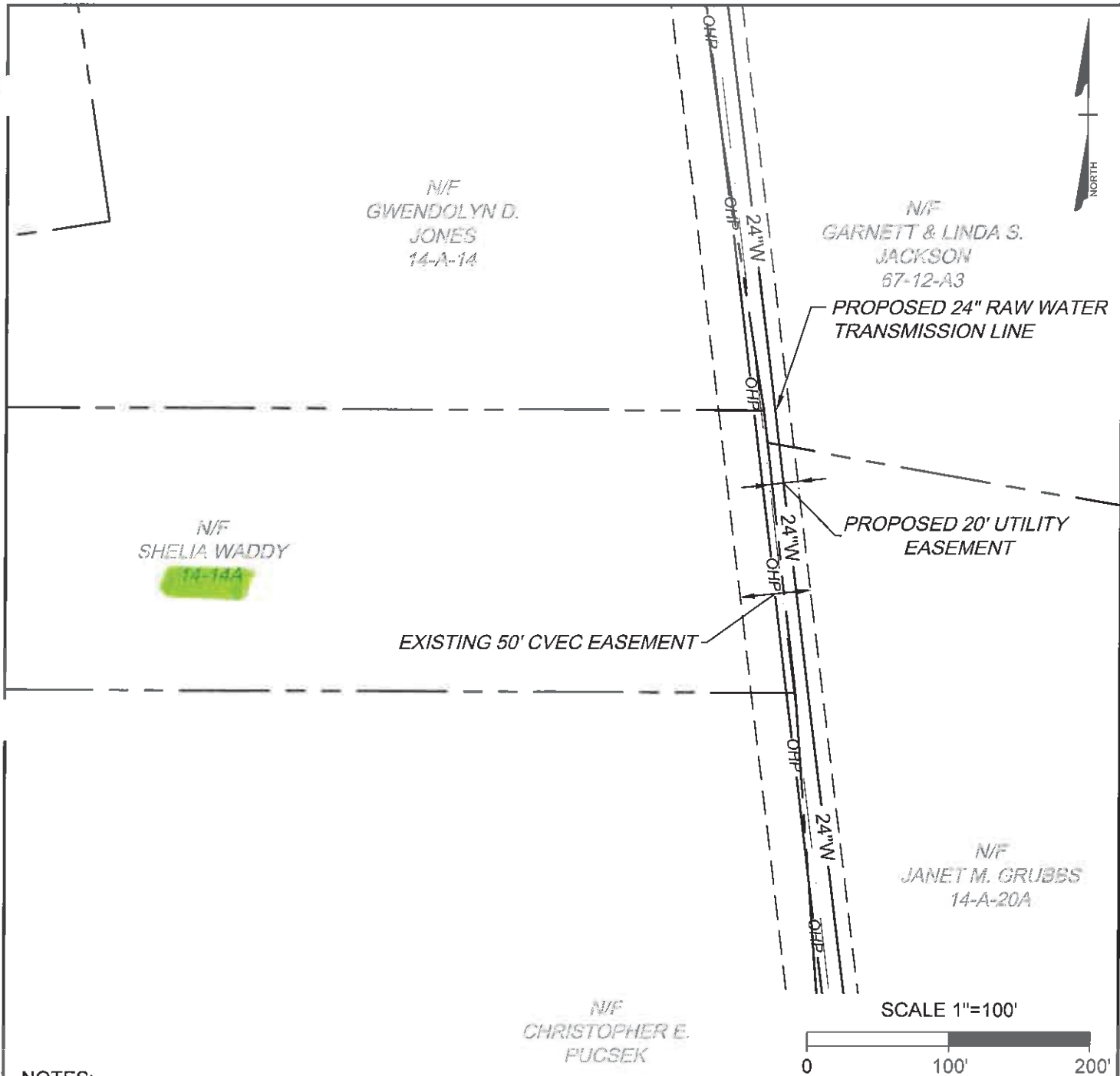
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 14-A-20A**

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		Drawn by: J. ECK	Checked by: D. SAUNDERS





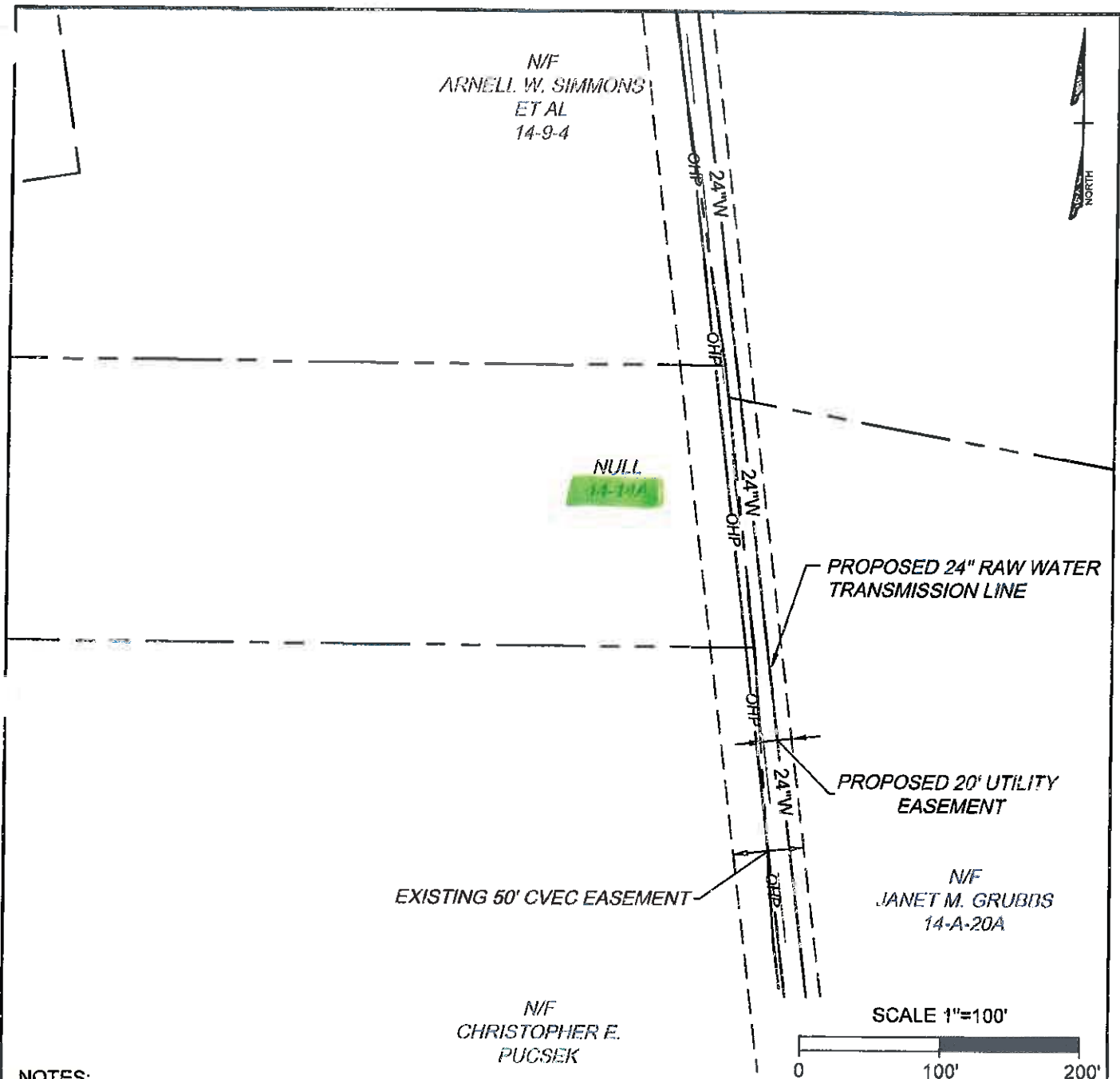
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 14-14A**

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		Date: 07/21/2015	1" = 100'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





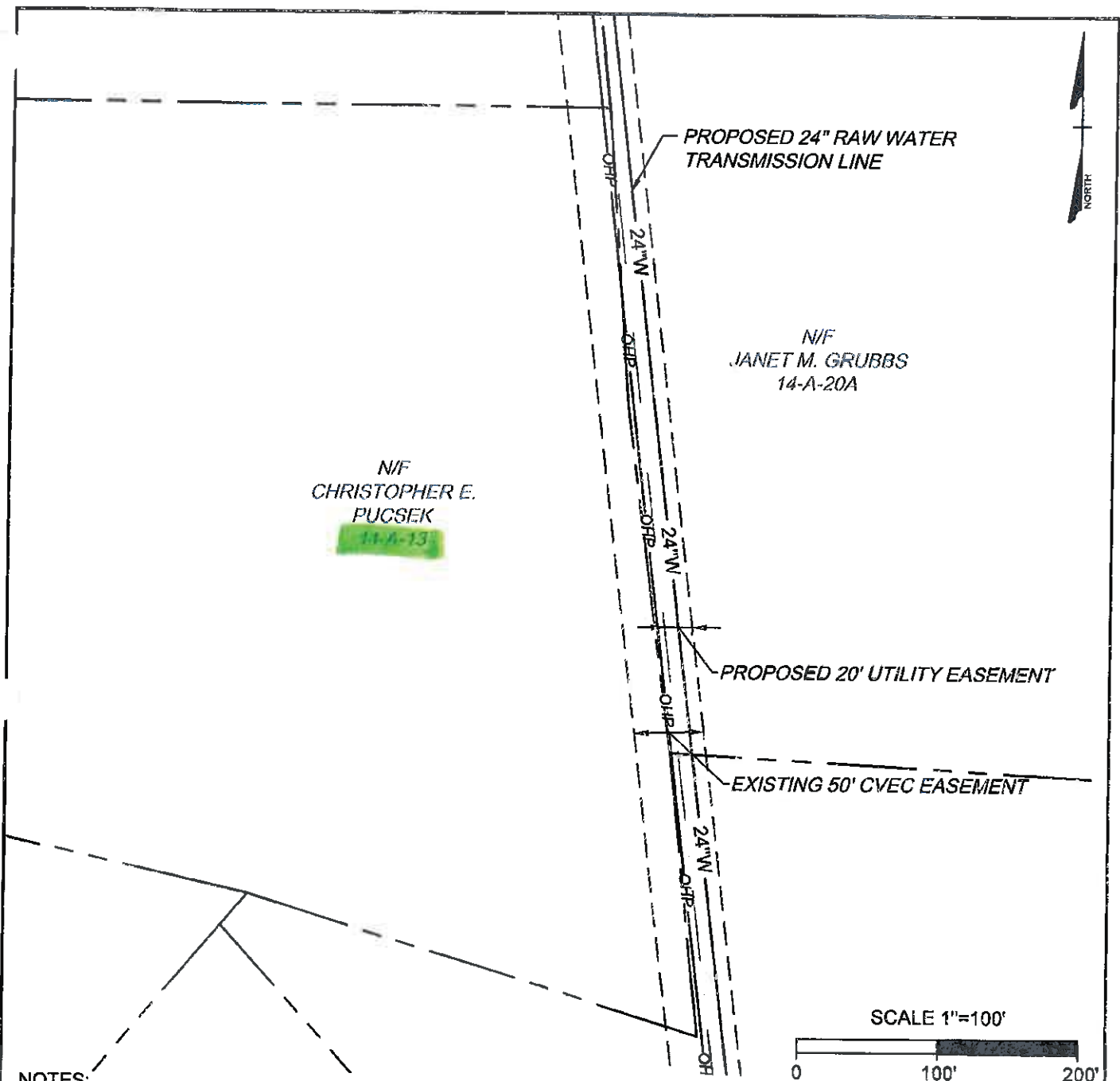
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 14-14A**

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		Drawn by: J. ECK	Checked by: D. SAUNDERS





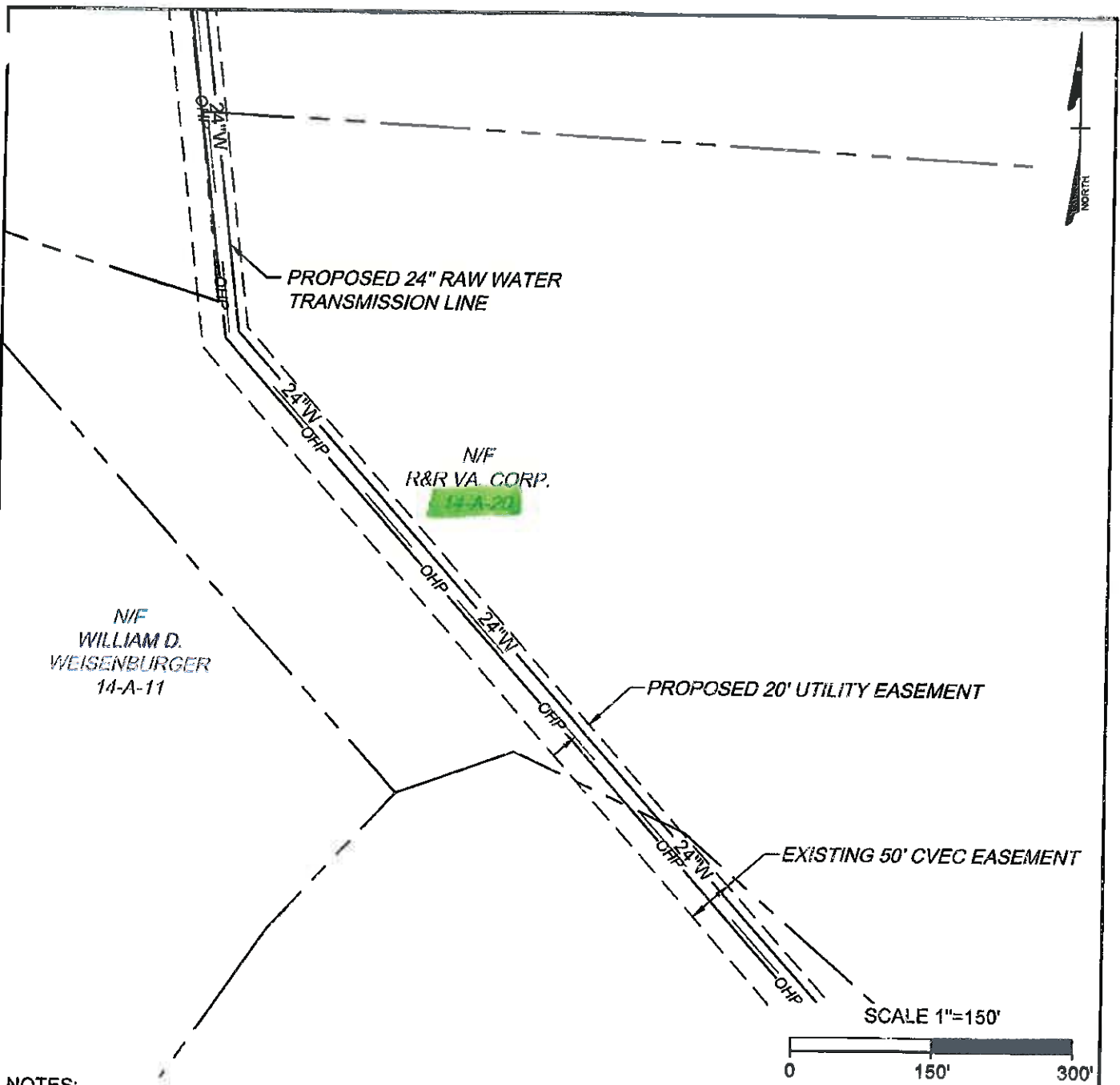
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 14-A-13**

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		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





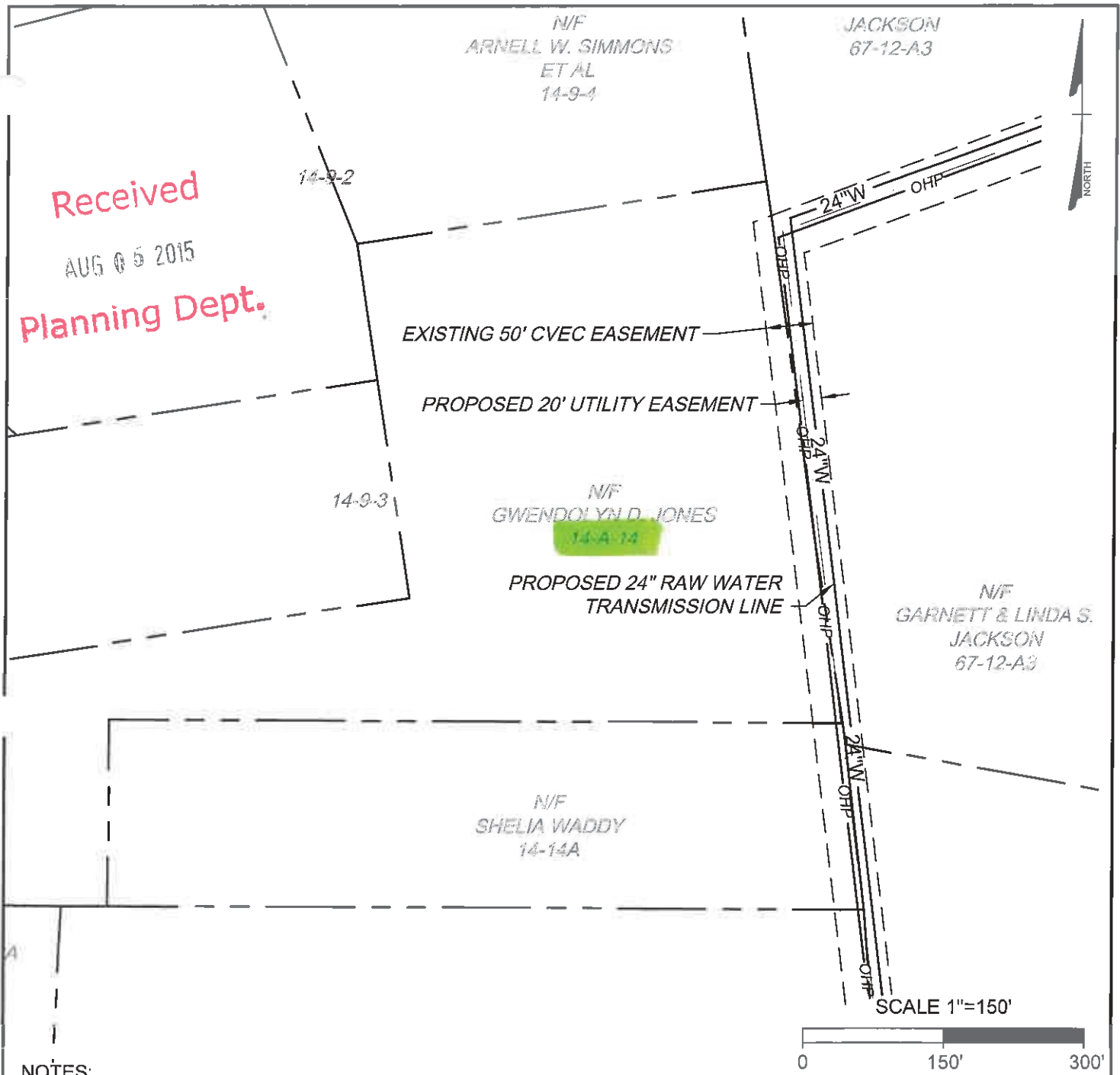
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 14-A-20**

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		Date: 06/11/2015	1" = 150'
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		Drawn by: J. ECK	Checked by: D. SAUNDERS





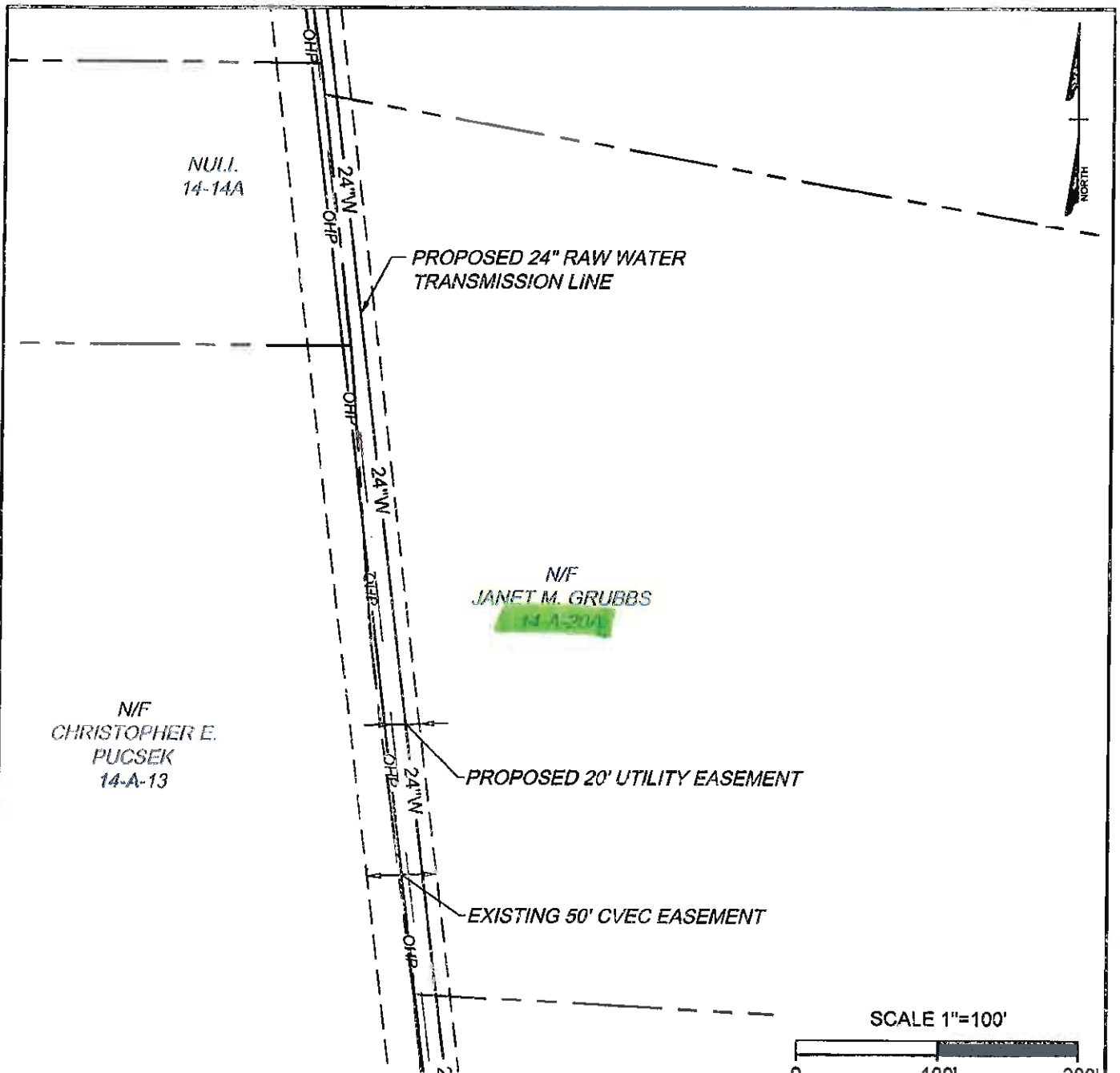
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 14-A-14**

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		Drawn by: J. ECK	Checked by: D. SAUNDERS





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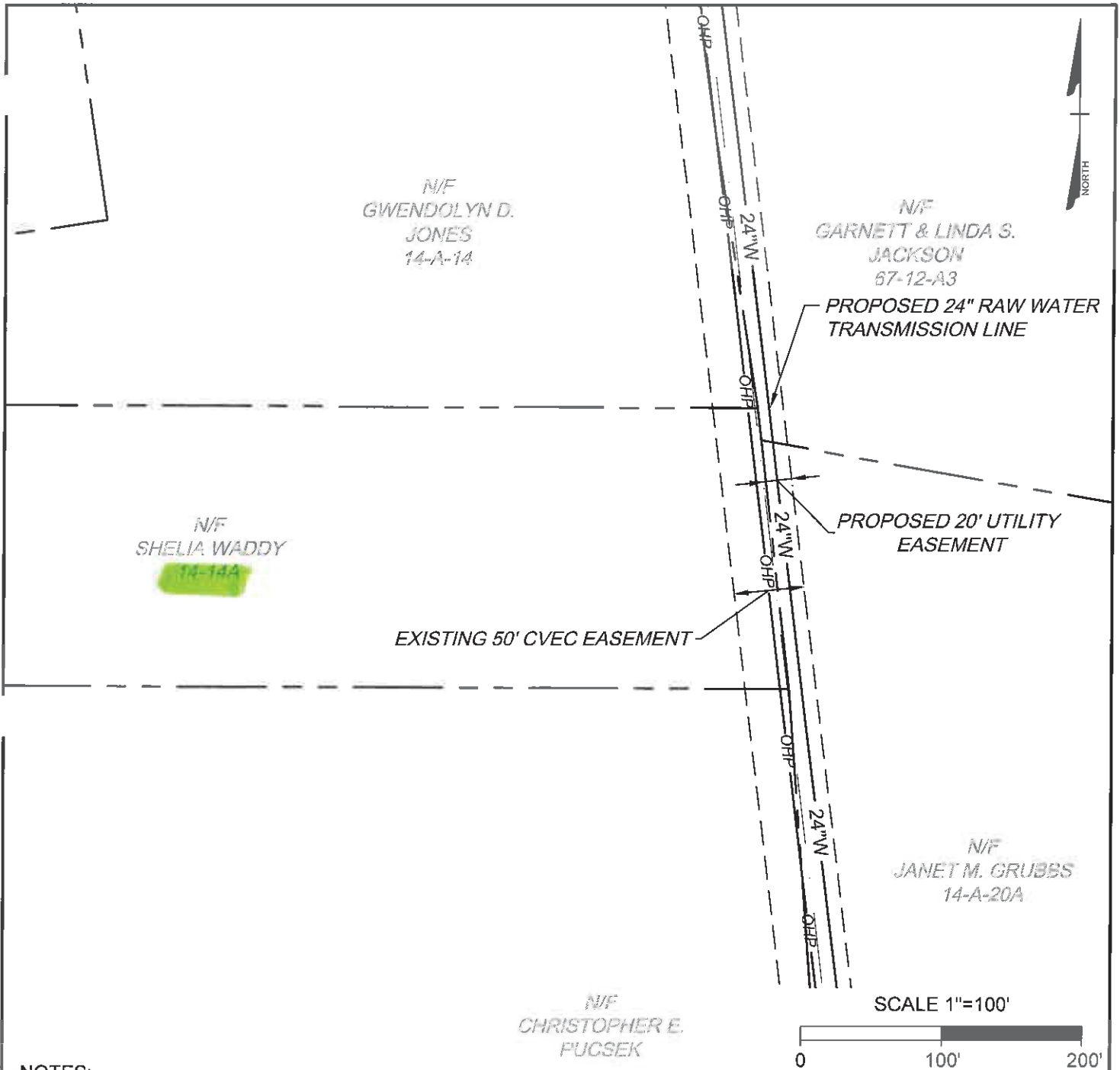
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 14-A-20A**

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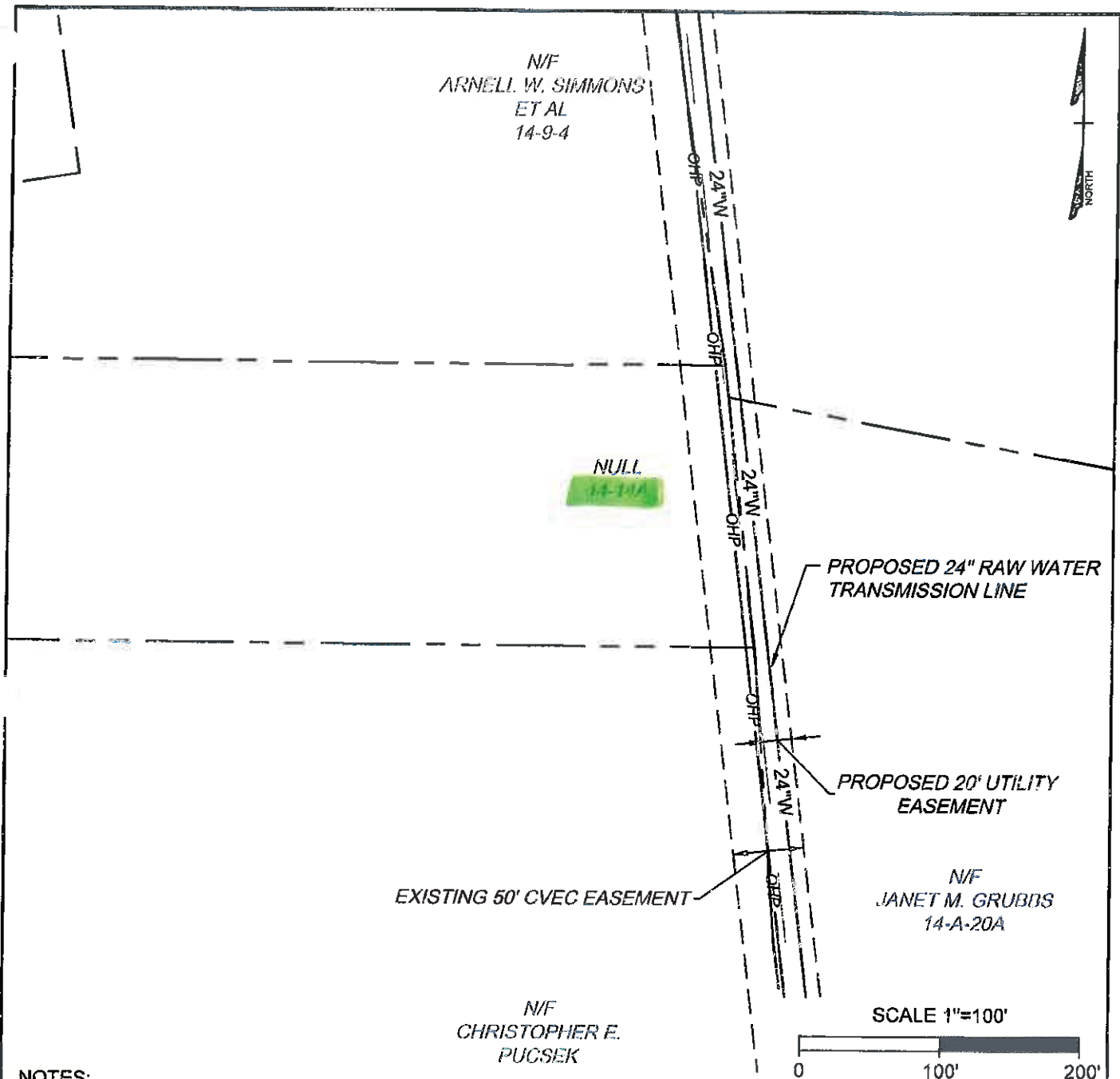
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 14-14A**

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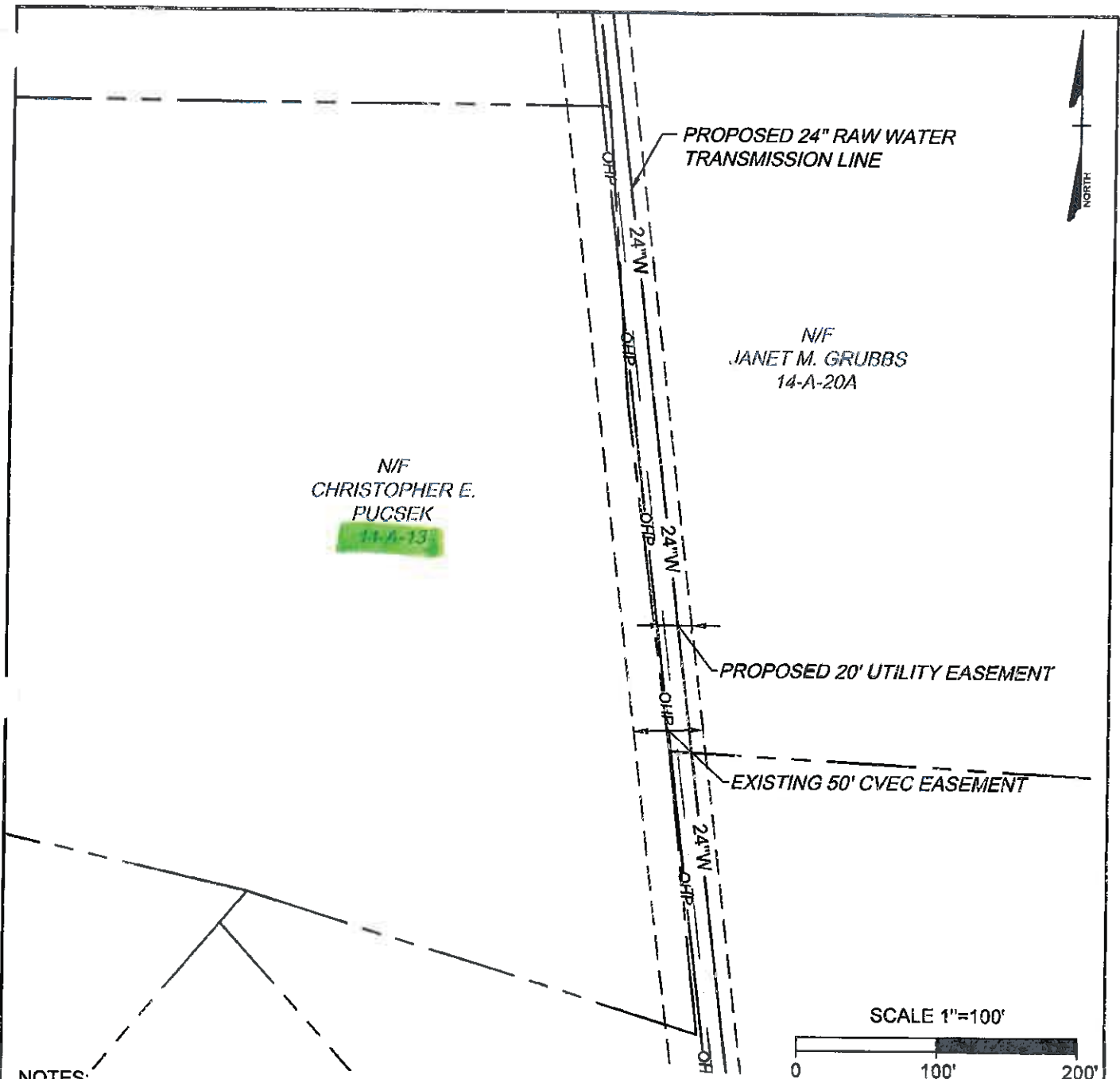
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 14-14A**

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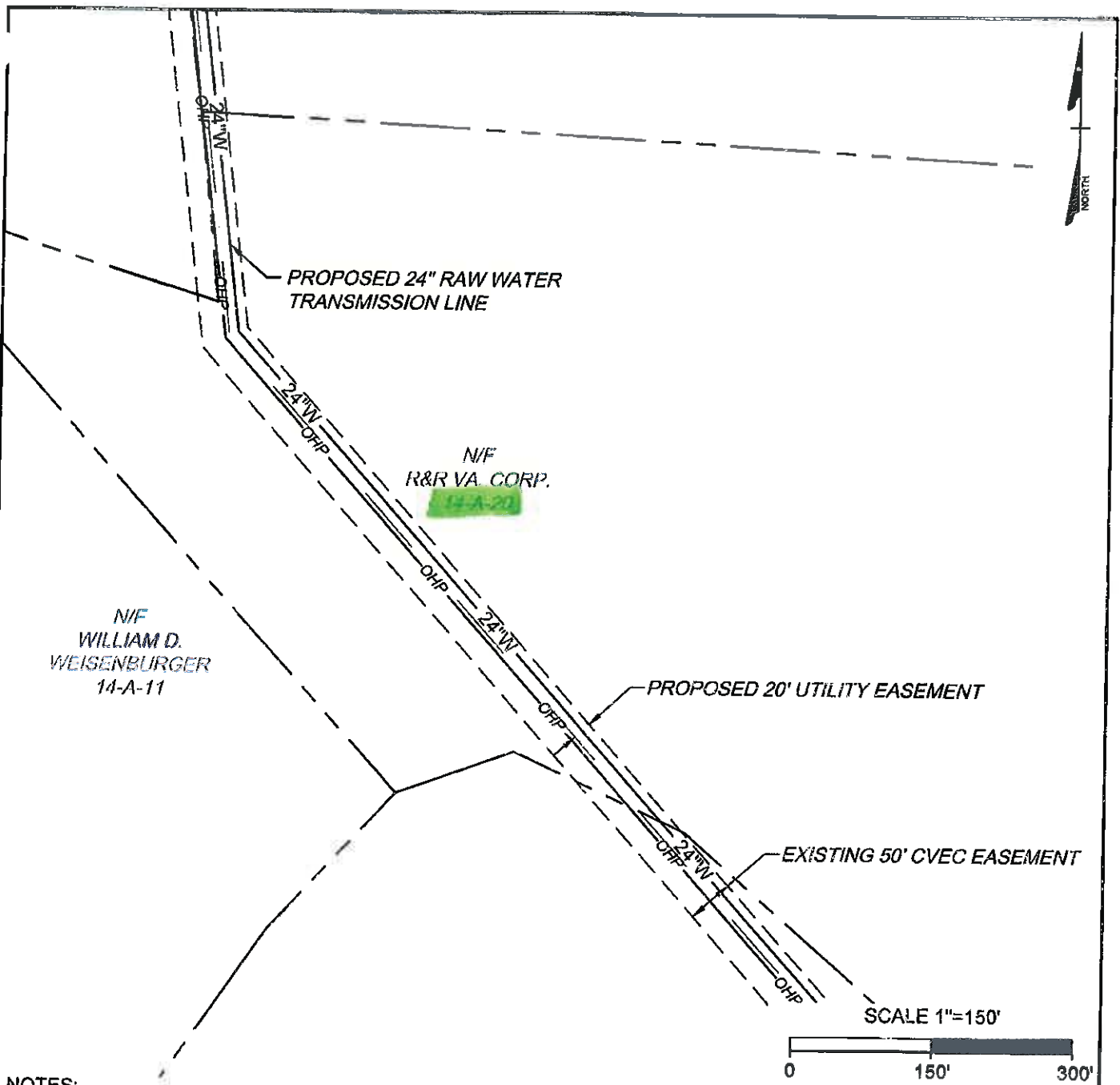
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 14-A-13**

THIS DRAWING PREPARED AT THE  
**CORPORATE OFFICE**  
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TEL 804.200.6500 FAX 804.560.1016 www.timmons.com

YOUR VISION ACHIEVED  
THROUGH OURS

COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 100'
Sheet 1 of 1	J.N.: 33973
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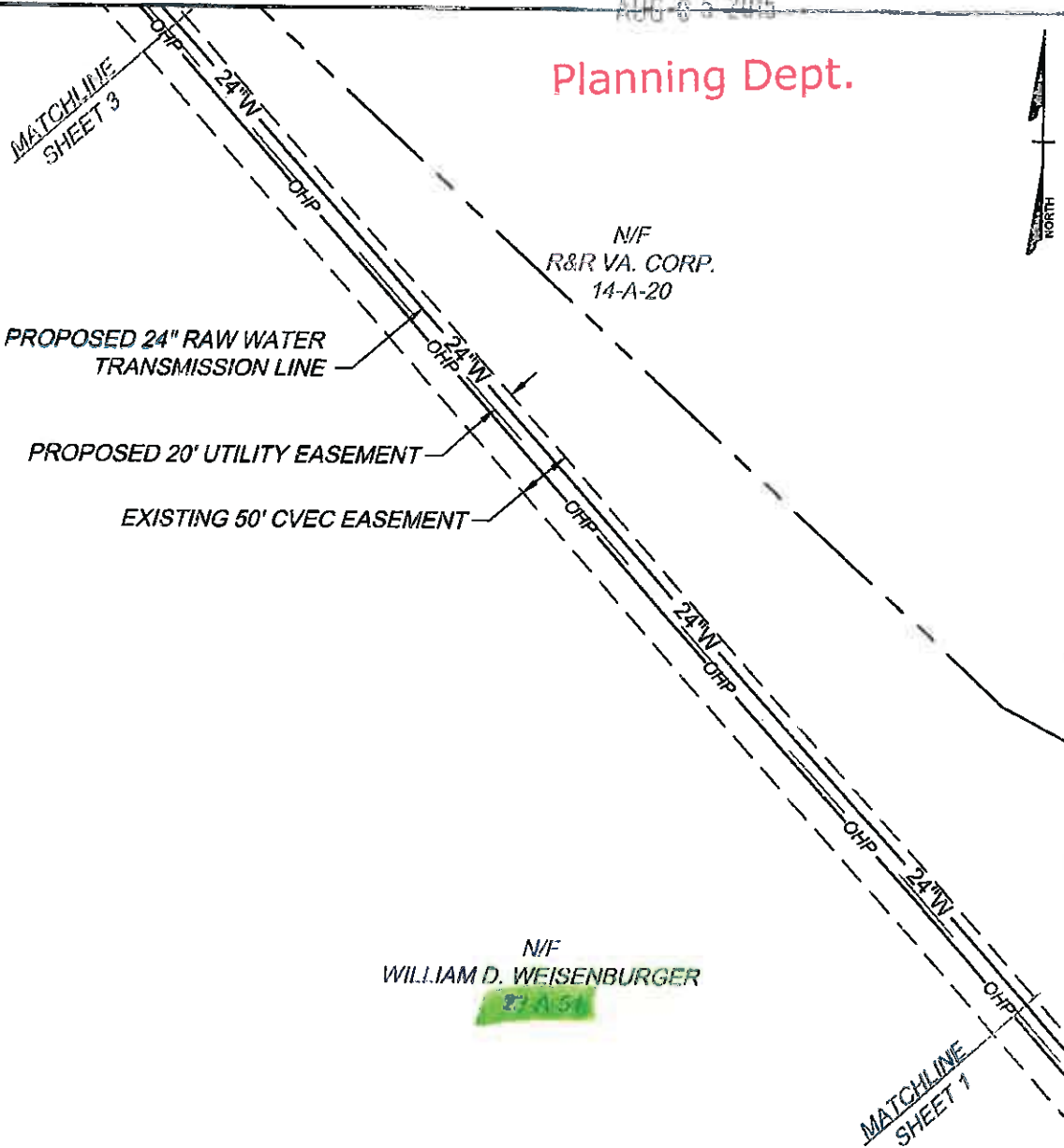
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 14-A-20**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS



AUG 05 2015

Planning Dept.



SCALE 1"=150'



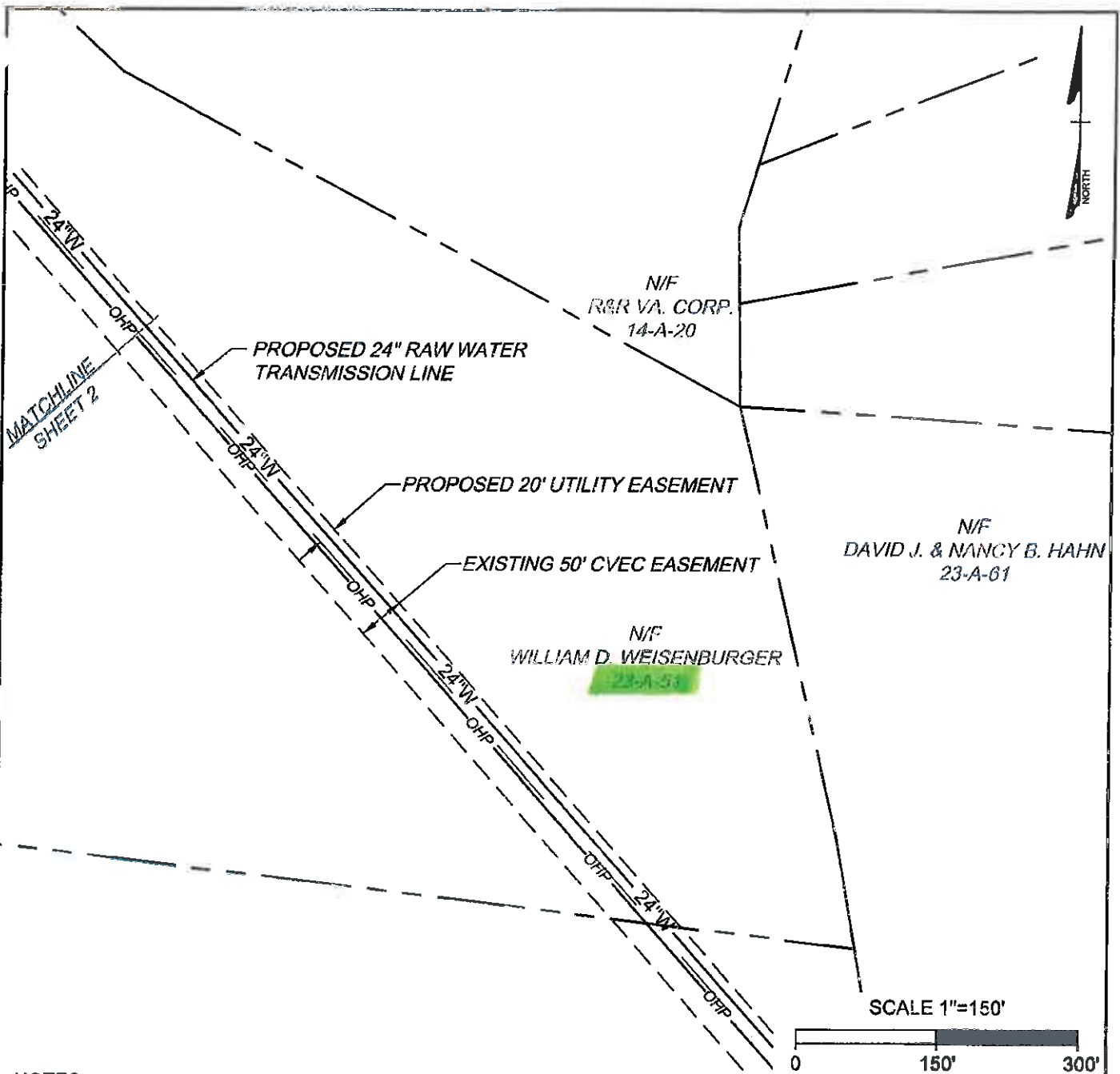
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-51**

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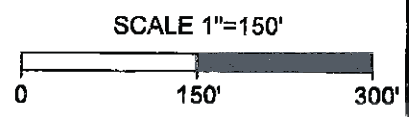
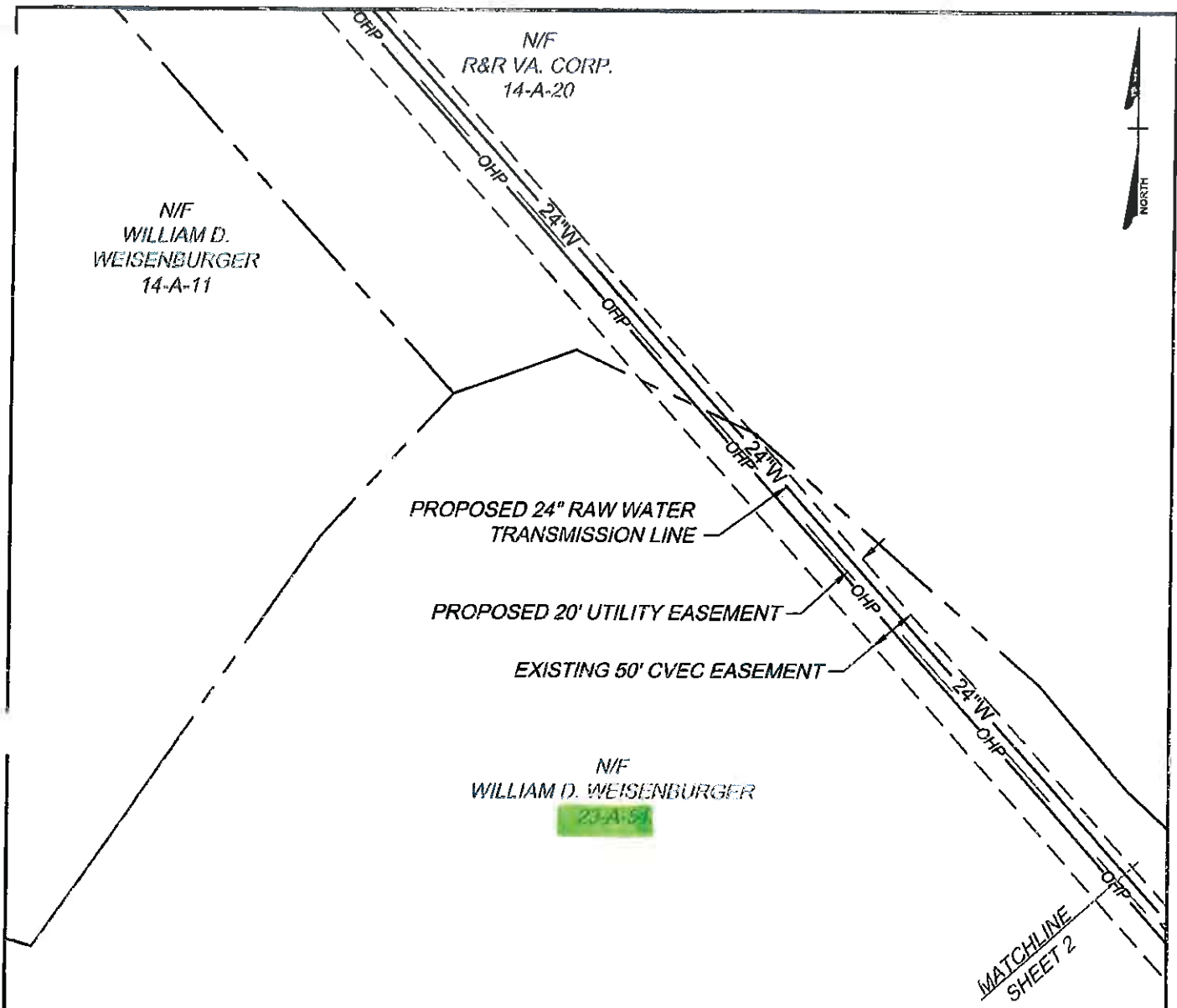
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-51**

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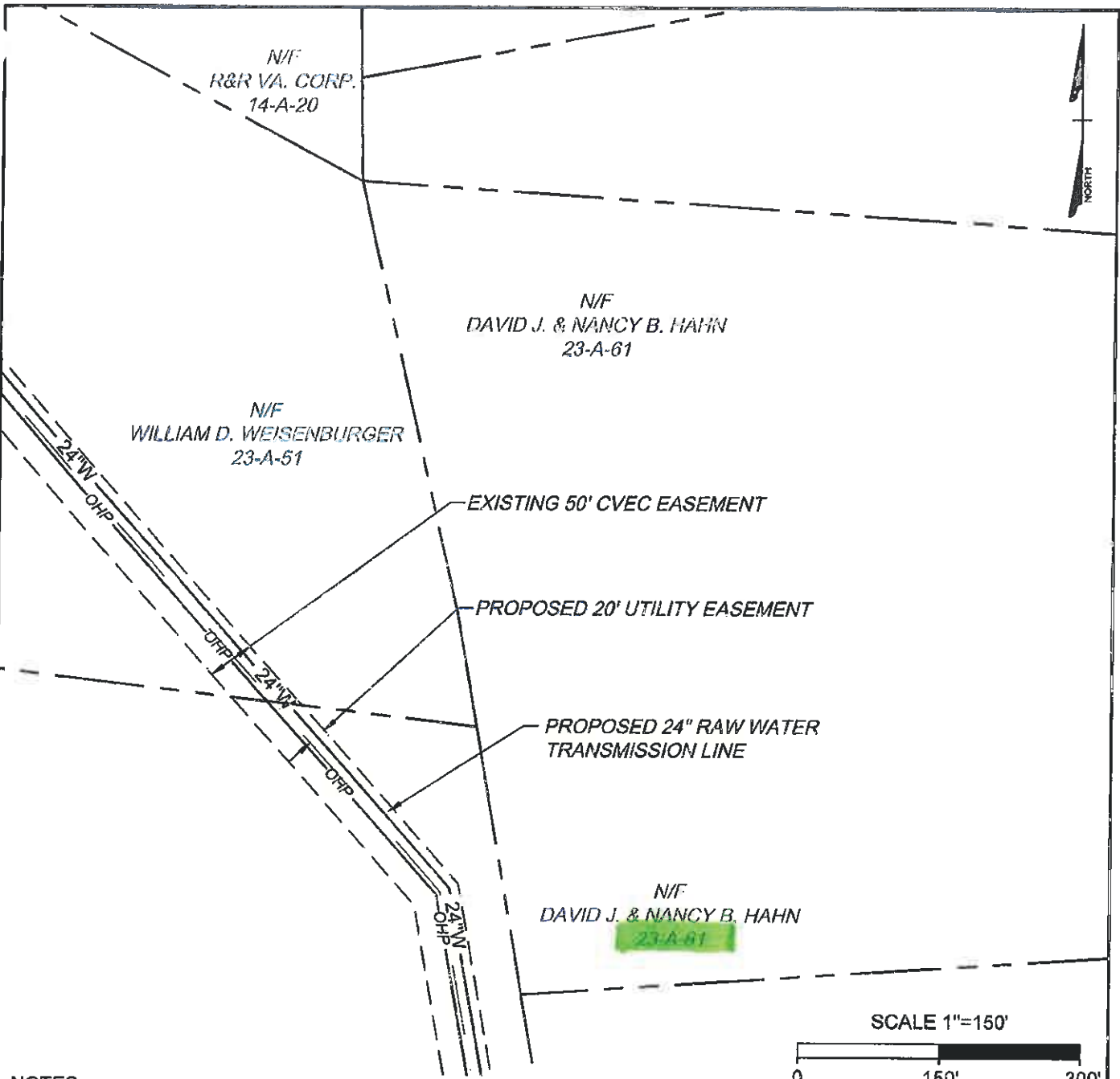
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-51**

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		Sheet 3 of 3	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





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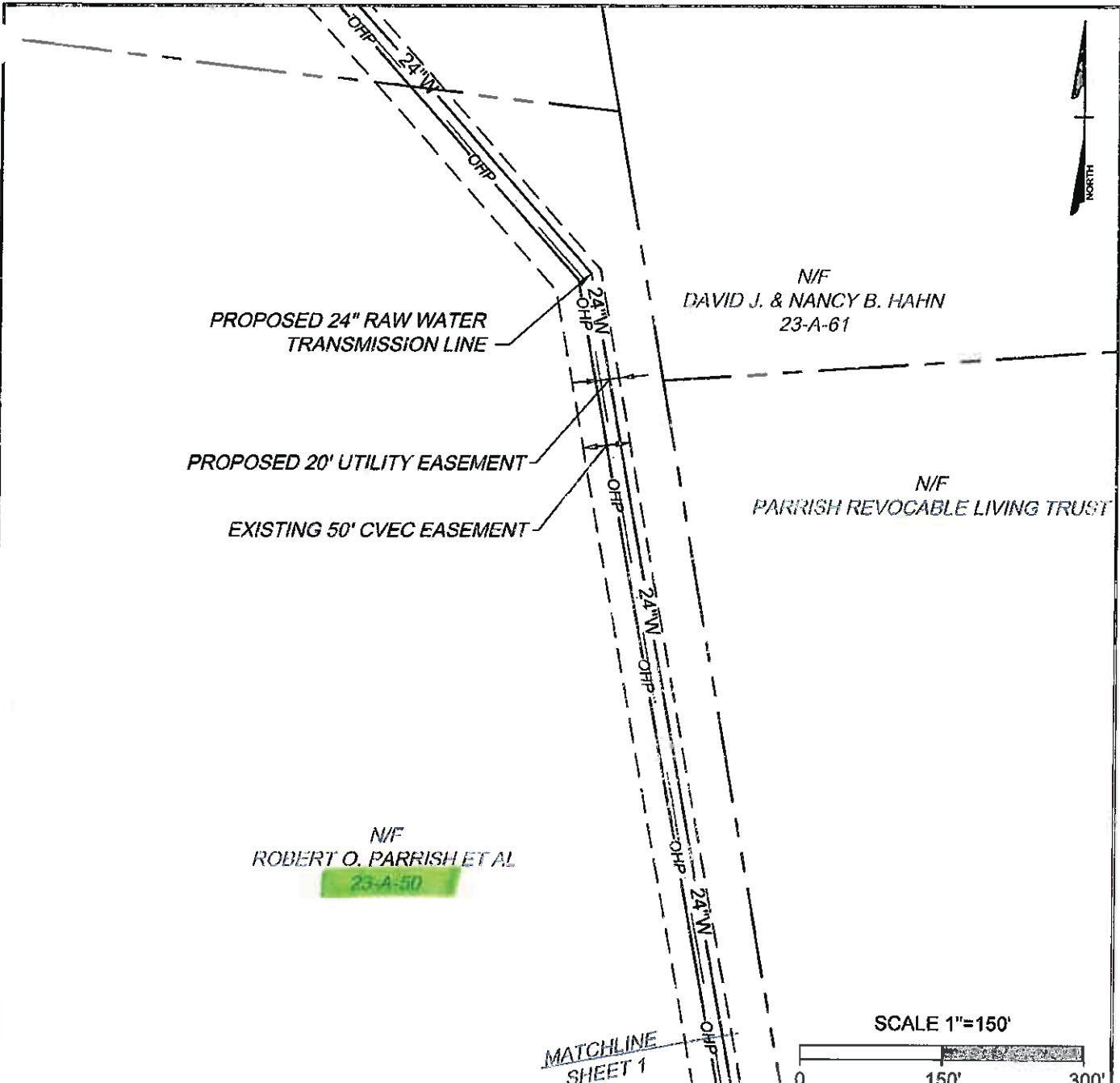
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-61**

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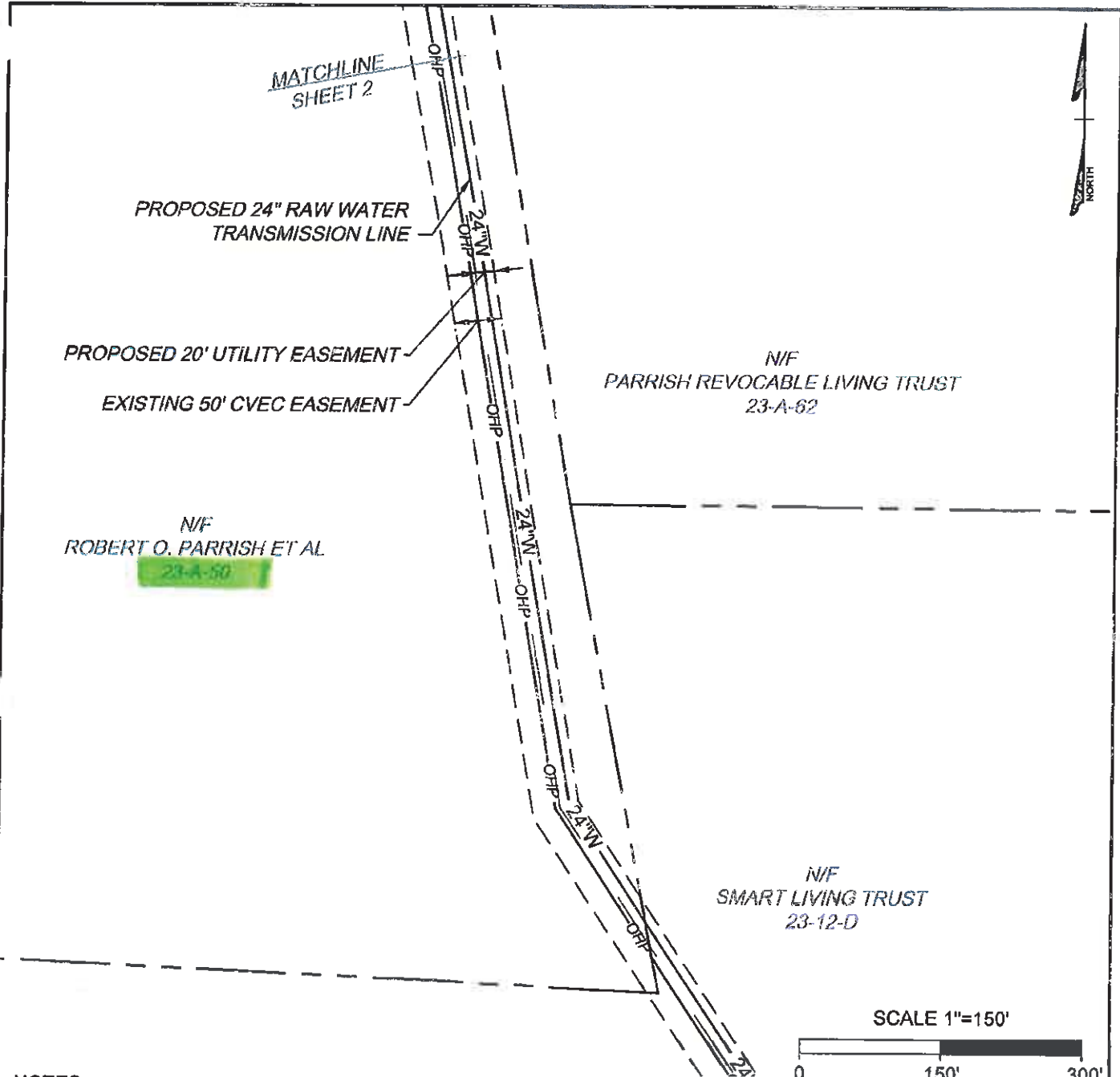
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-50**

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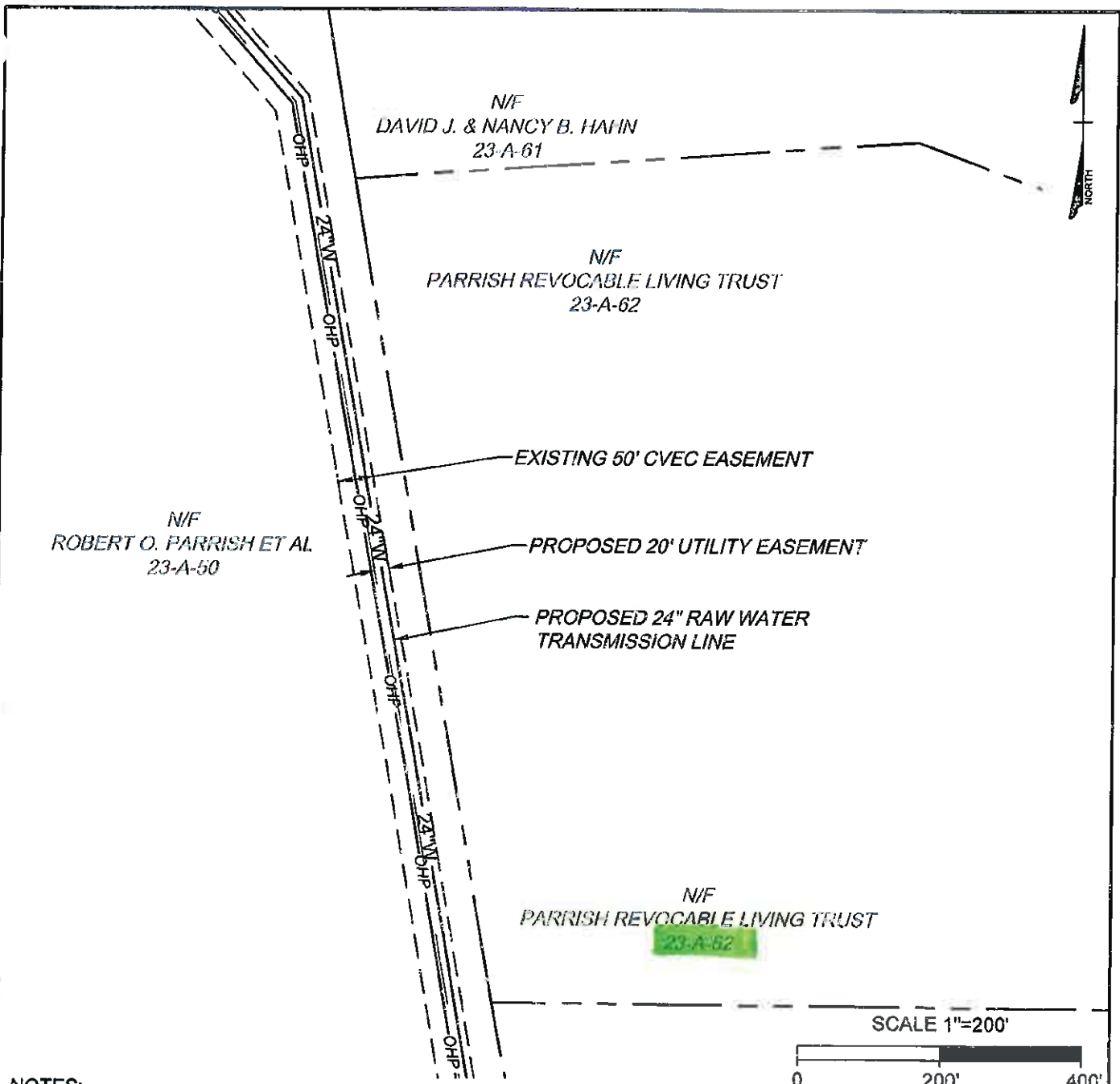
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-50**

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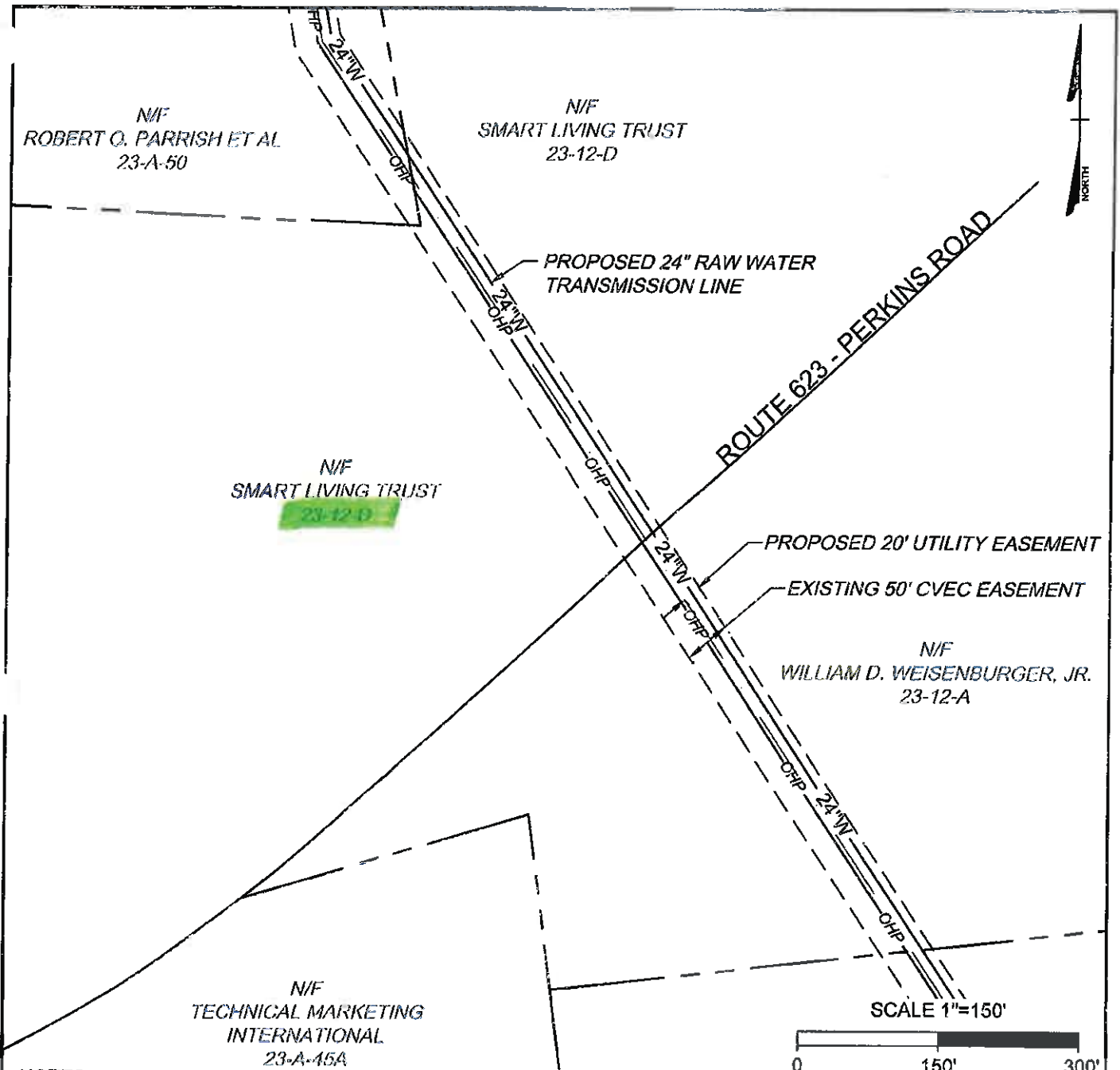
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-62**

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-12-D**

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TEL 804.200.6500 FAX 804.560.1016 www.timmons.com

YOUR VISION ACHIEVED  
THROUGH OURS

COUNTY OF LOUISA, VIRGINIA

Date: 06/11/2015

1" = 150'

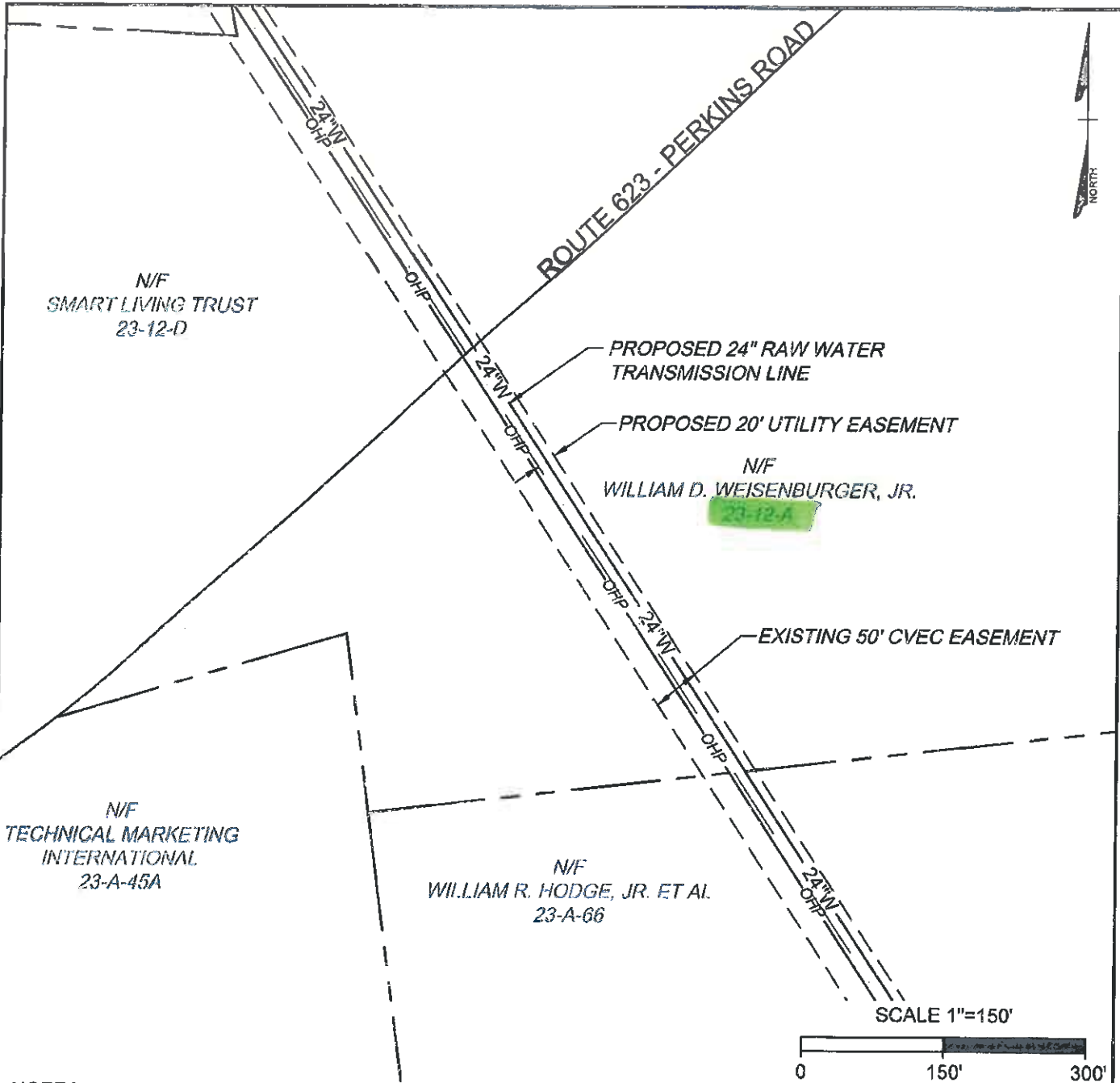
Sheet 1 of 1

J.N.: 33973

Drawn by: J. ECK

Checked by: D. SAUNDERS





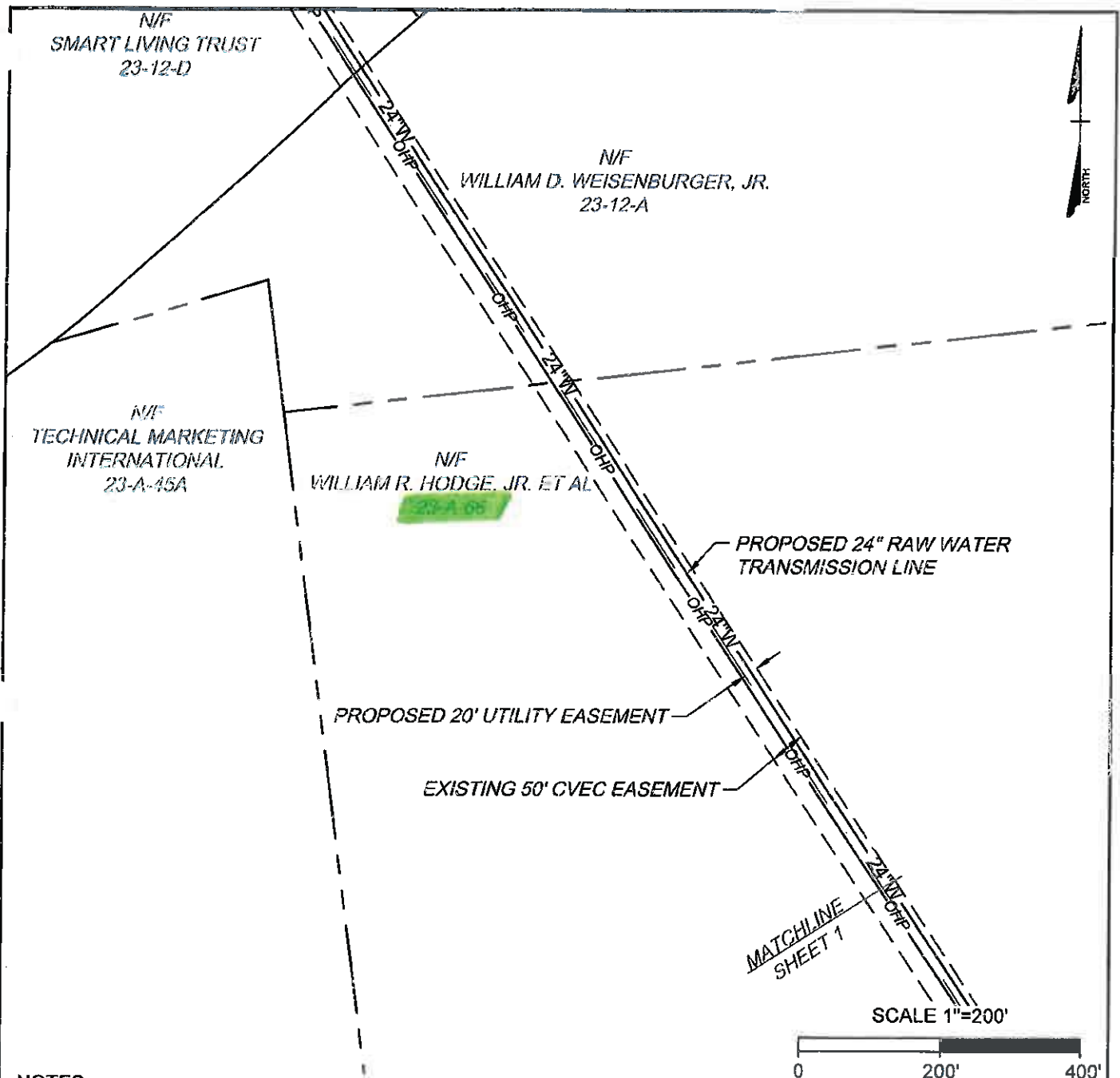
**NOTES:**

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-12-A**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH CURS	<b>COUNTY OF LOUISA, VIRGINIA</b>	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





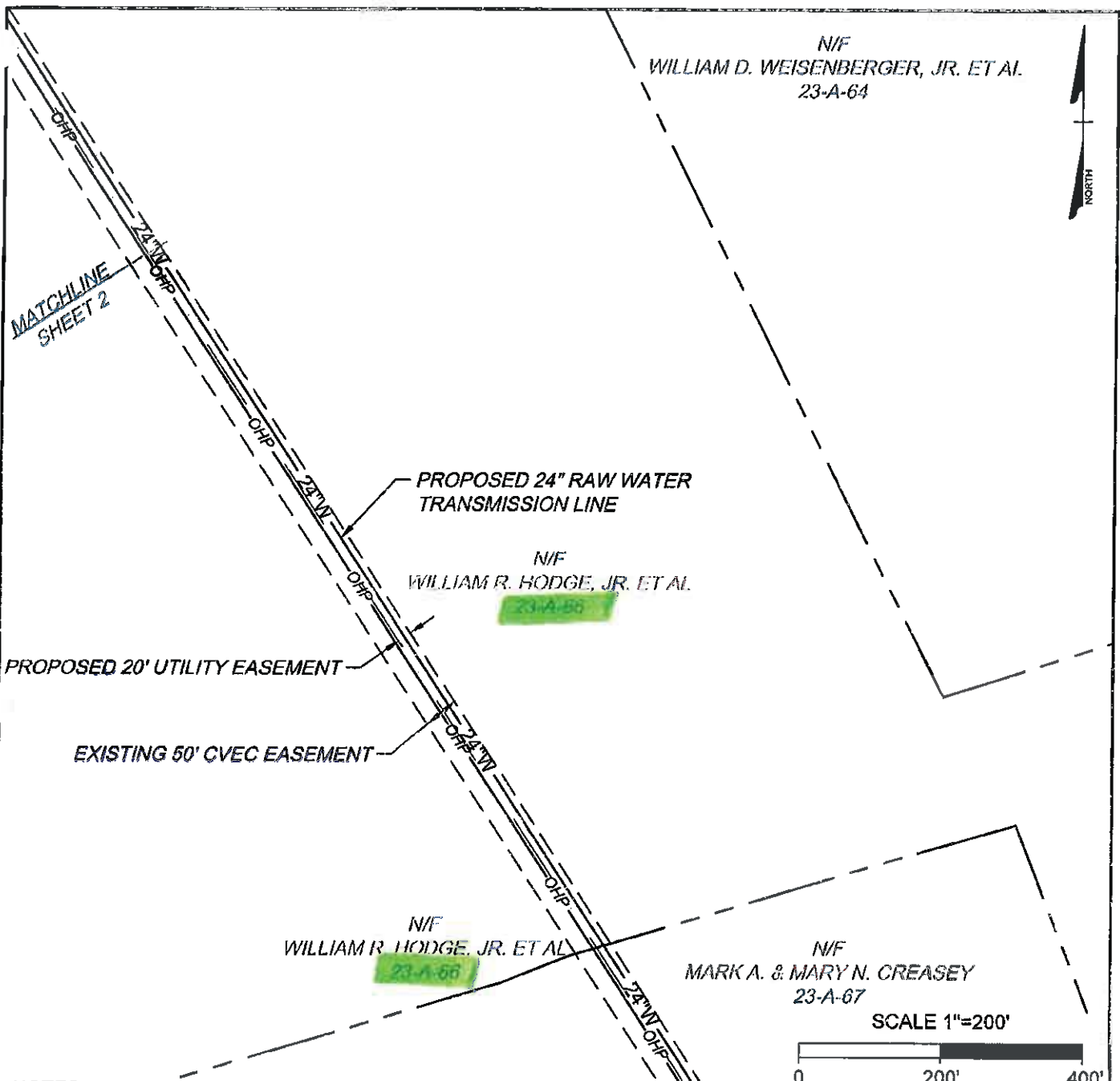
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-66**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 200'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





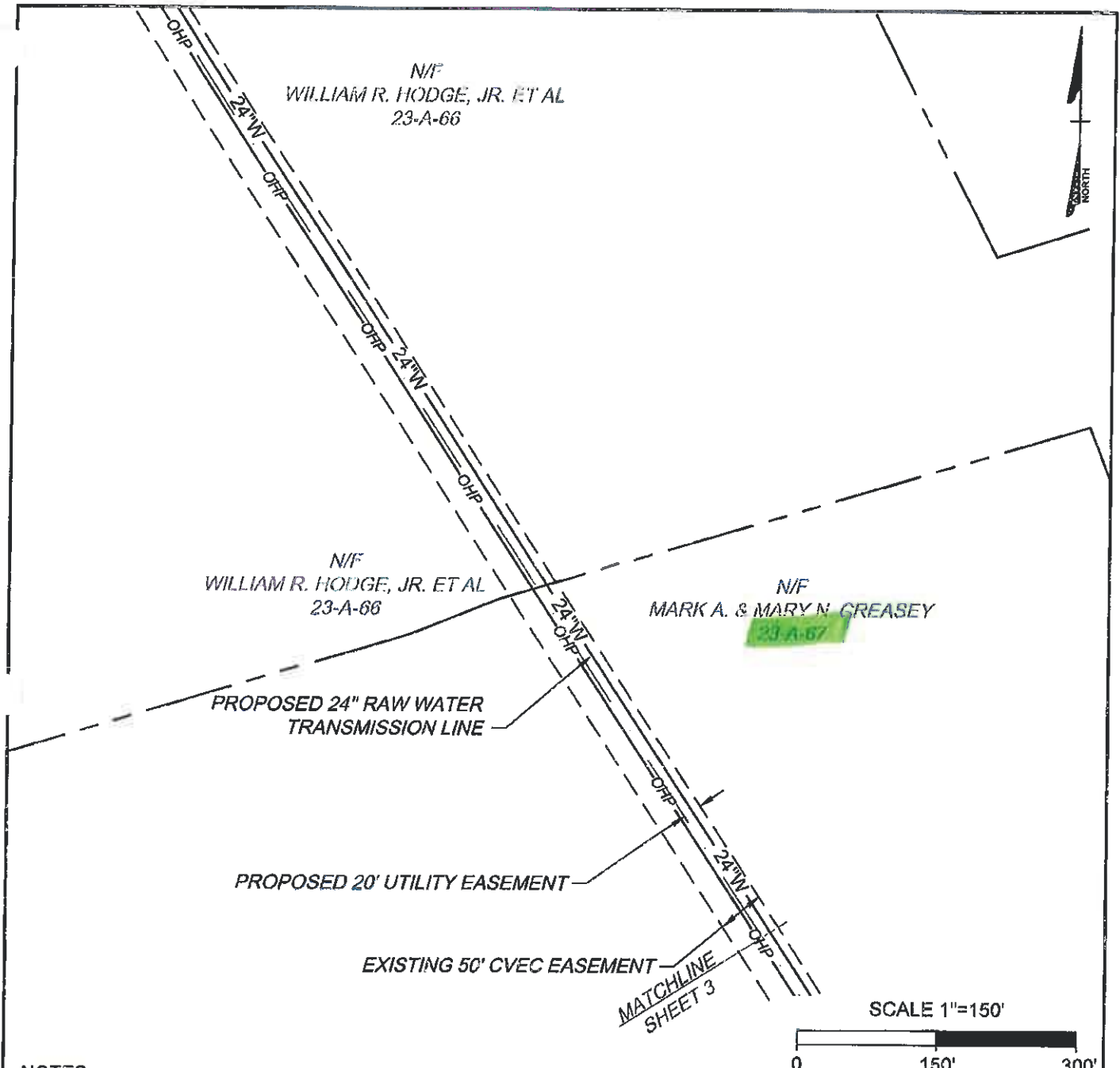
**NOTES:**

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-66**

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		Date: 06/11/2015	1" = 200'
		Sheet 1 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





**NOTES:**

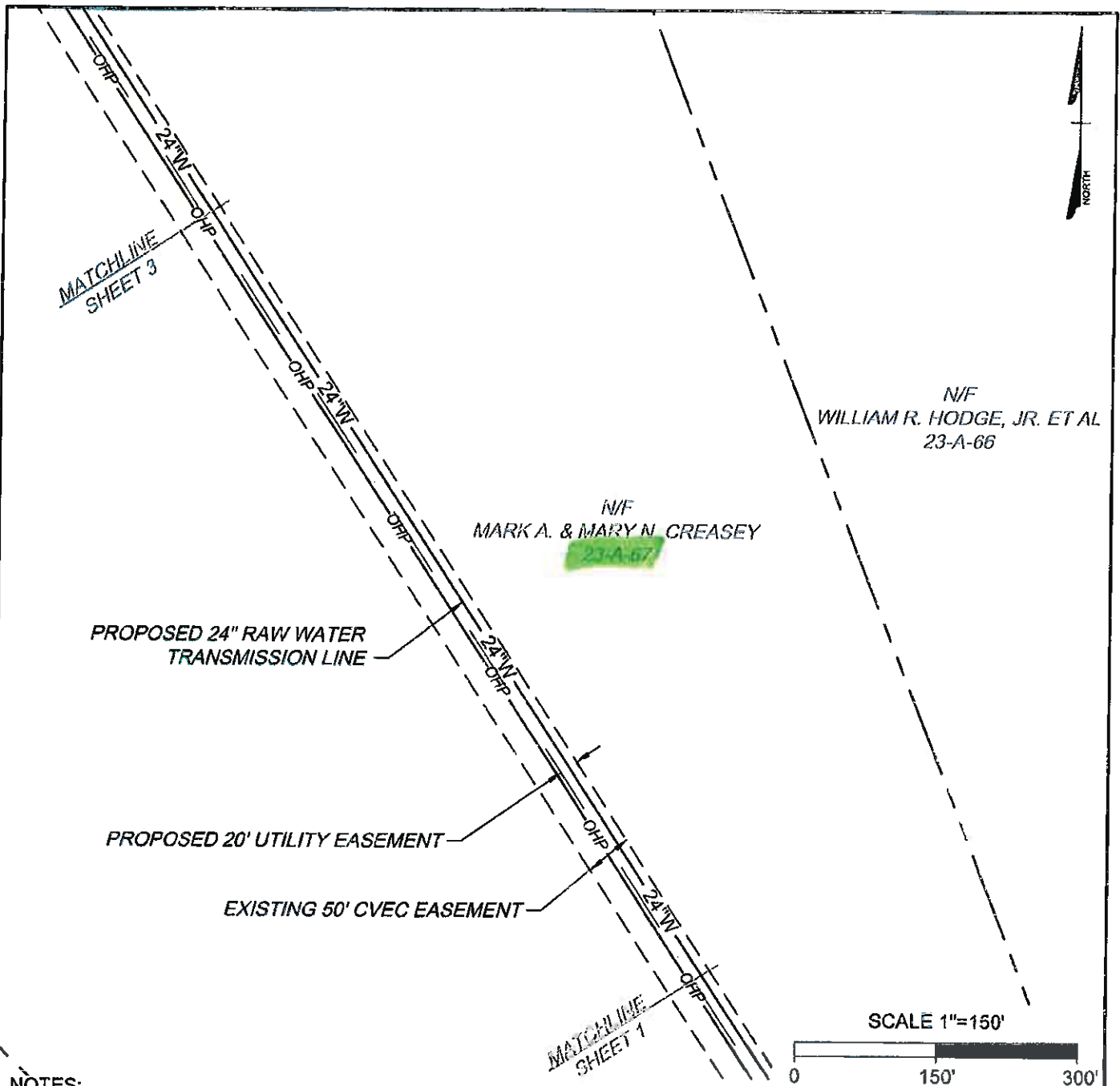
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-67**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 3 of 3	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS







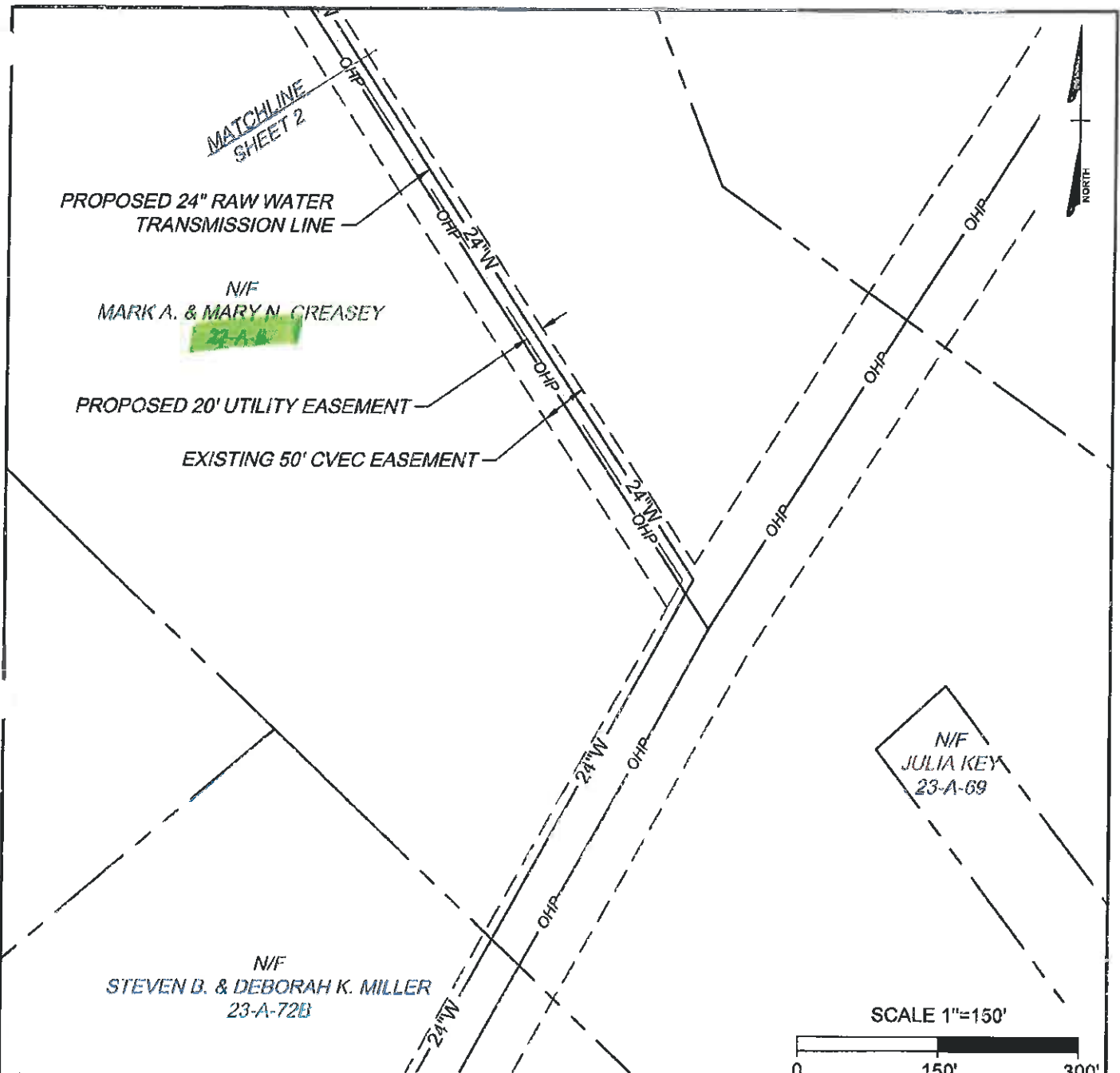
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-67**

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		Date: 06/11/2015	1" = 150'
		Sheet 2 of 3	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





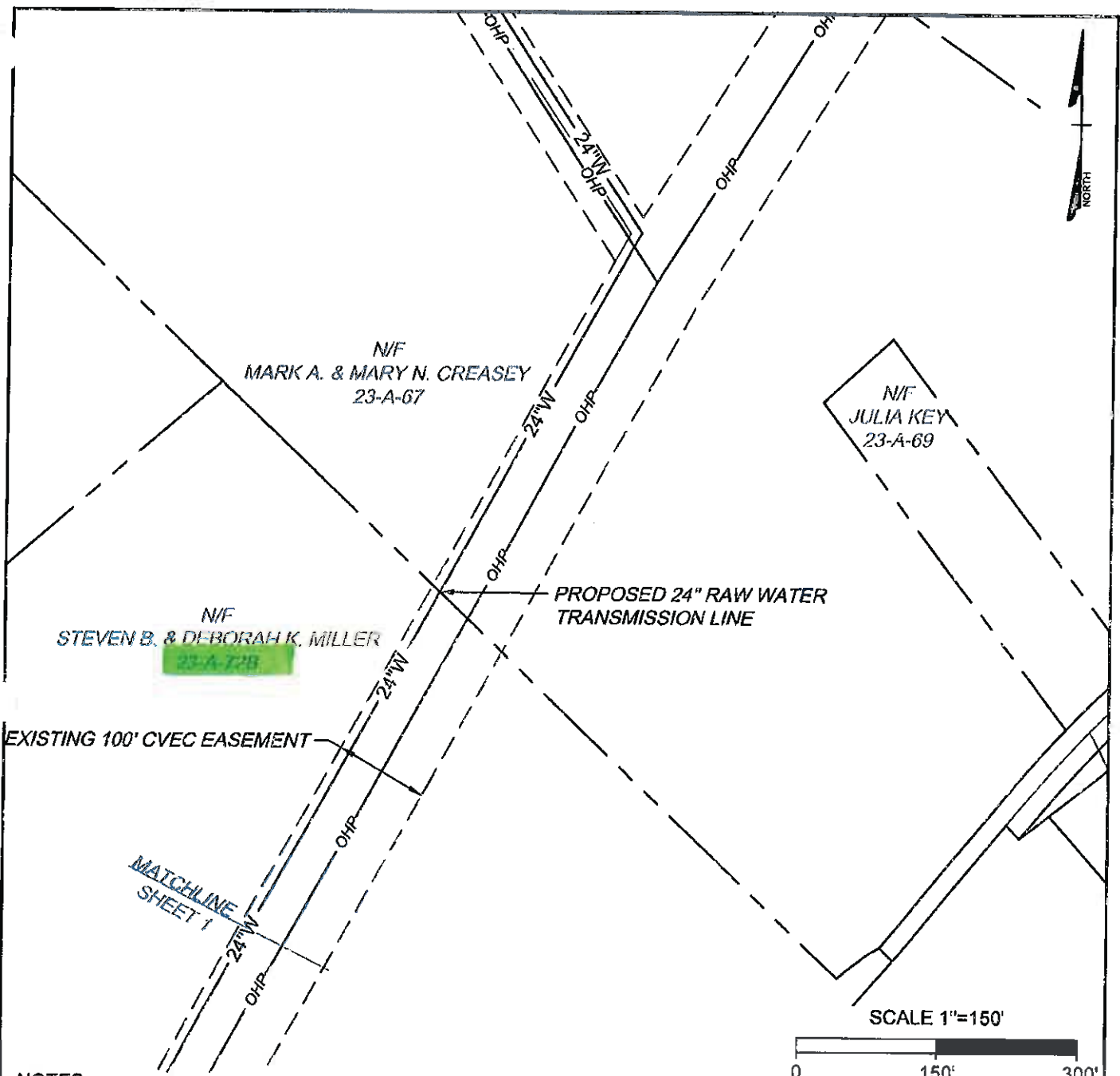
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-67**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 3	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





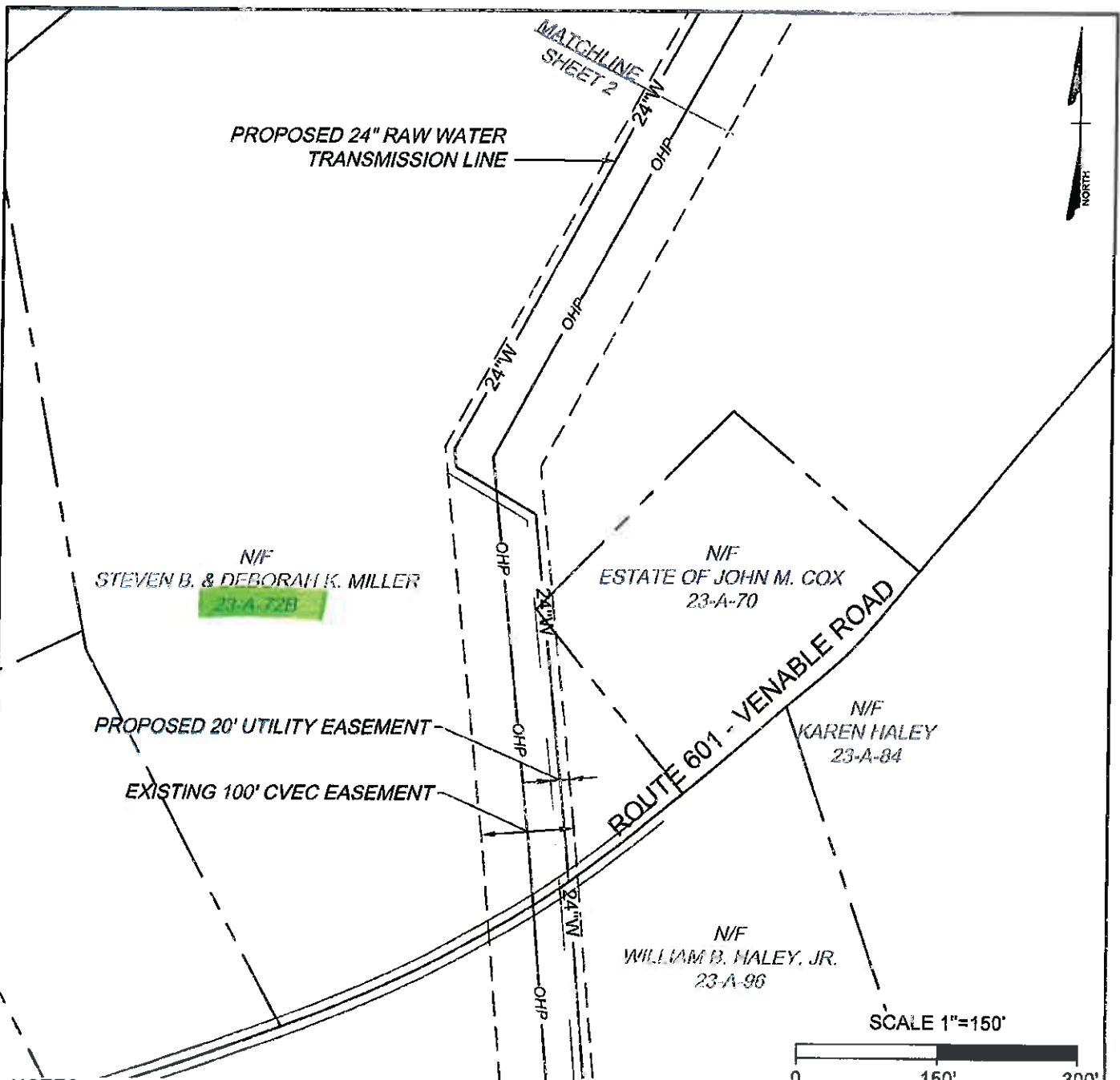
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-72B**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





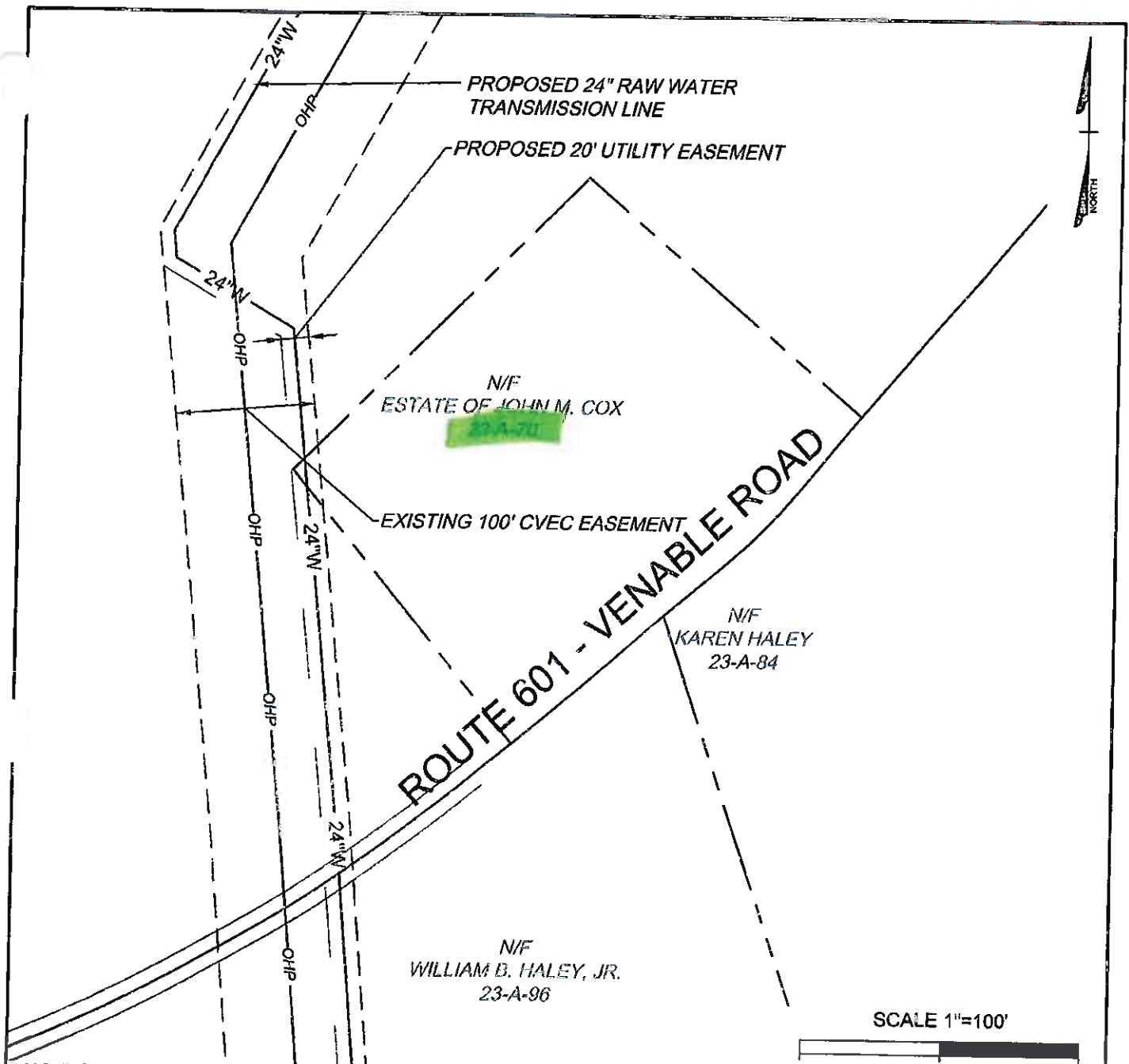
**NOTES:**

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-72B**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





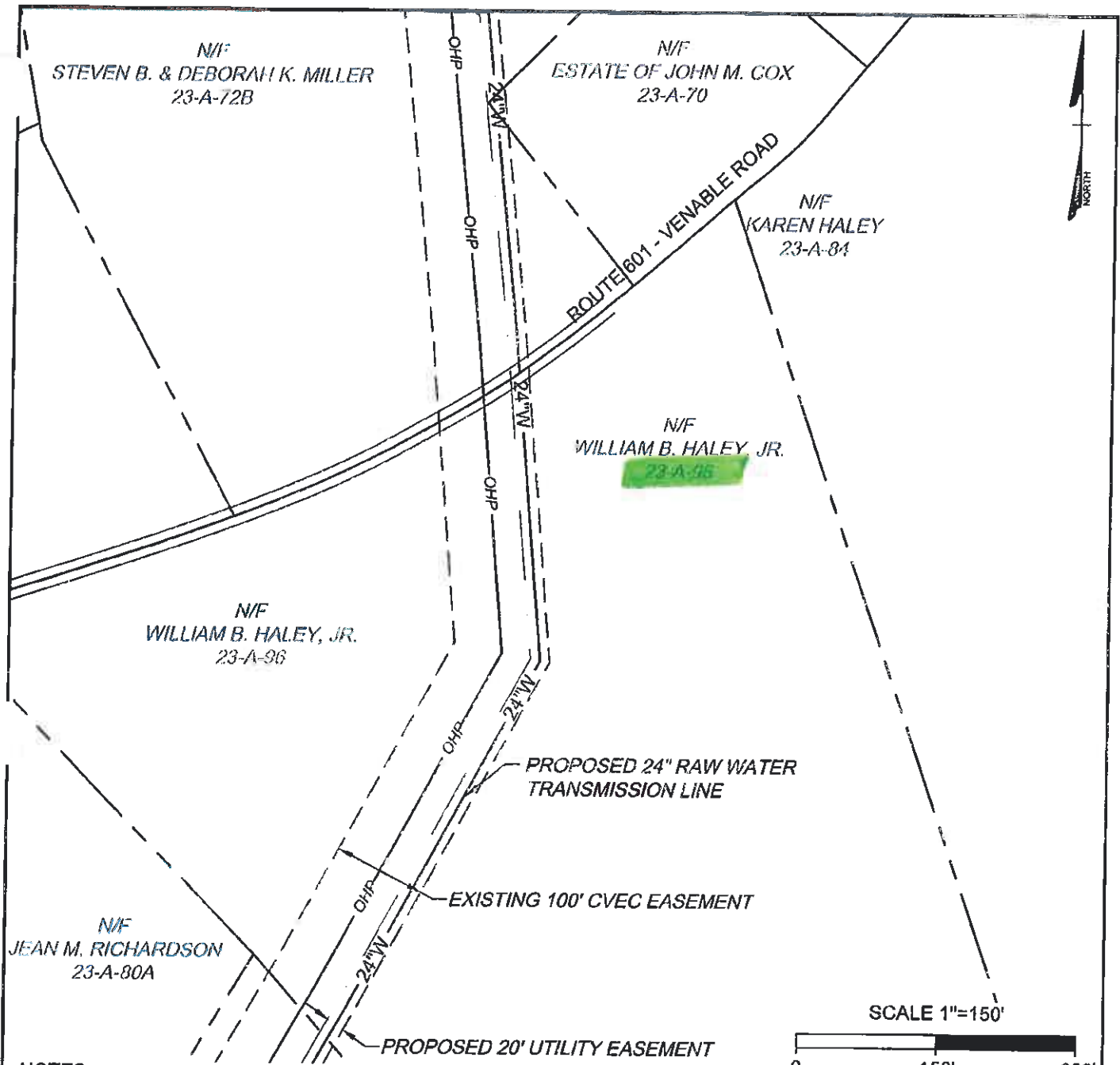
**NOTES:**

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-70**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 100'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





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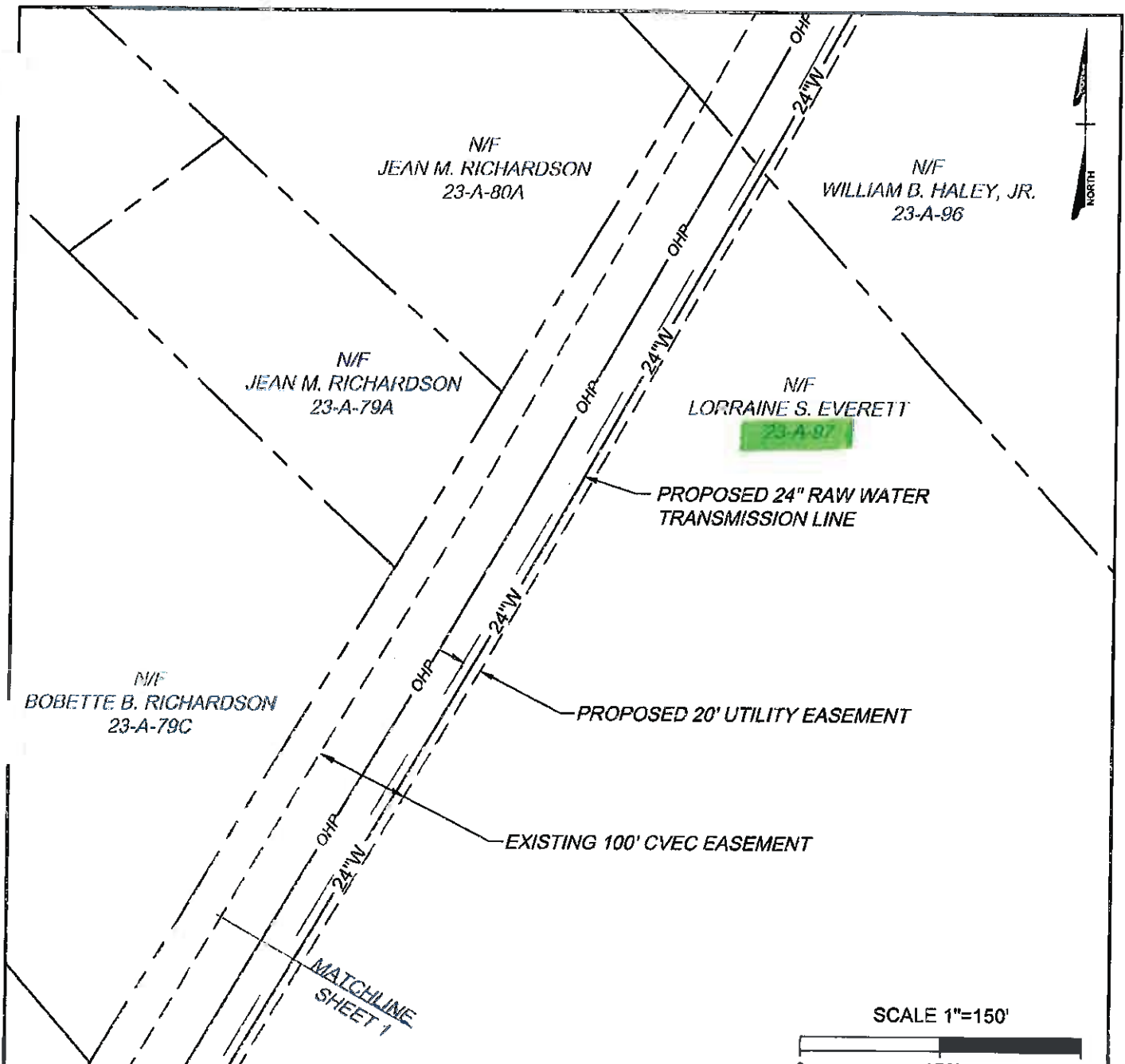
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-96**

THIS DRAWING PREPARED AT THE  
**CORPORATE OFFICE**  
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YOUR VISION ACHIEVED  
THROUGH OURS

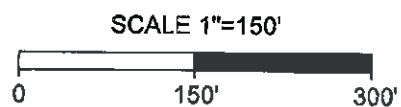
COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





**NOTES:**

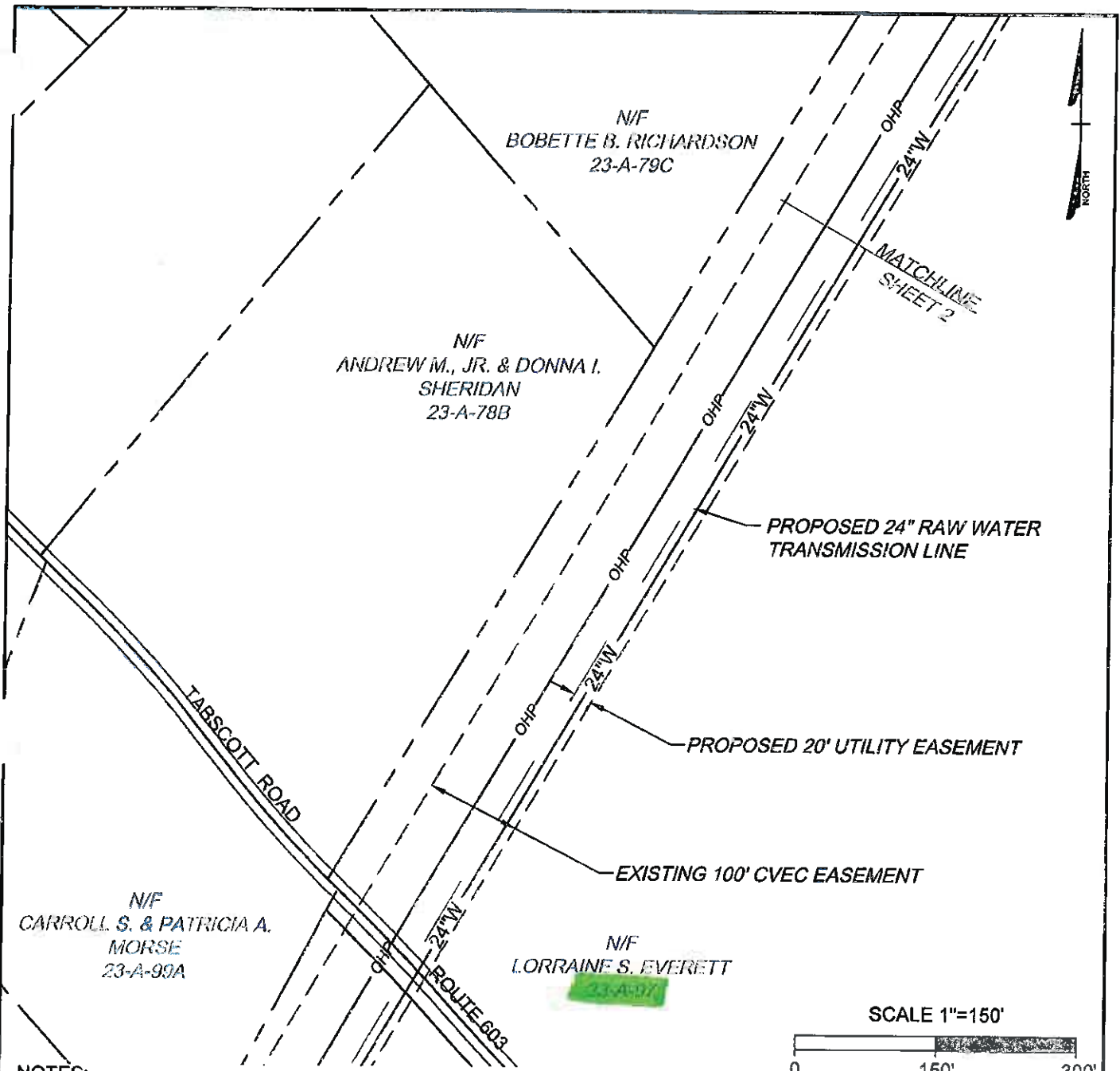
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-97**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





**NOTES:**

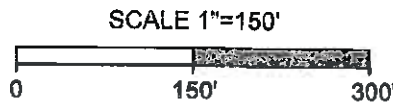
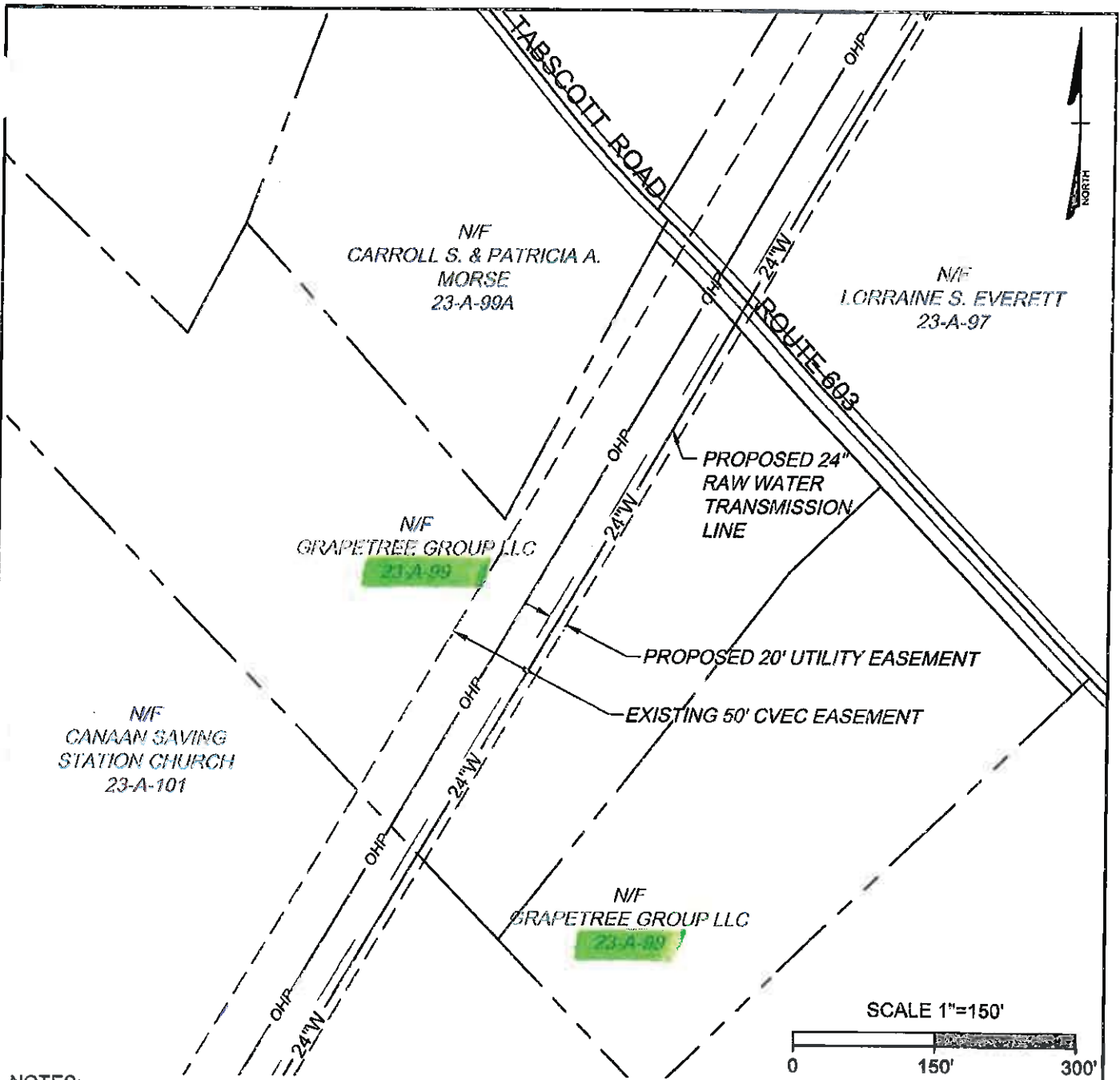
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-97**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS







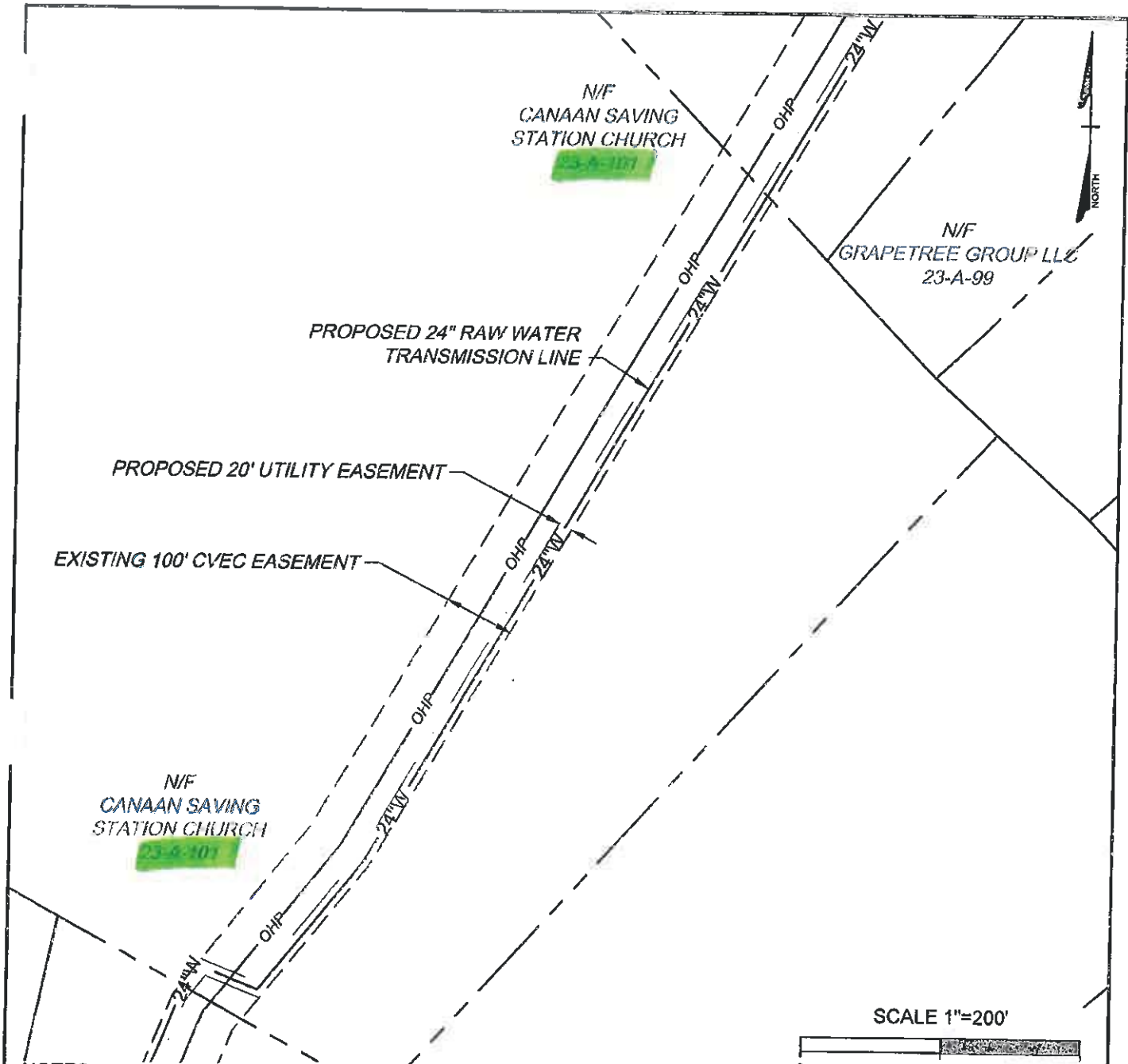
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-99**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





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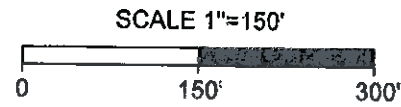
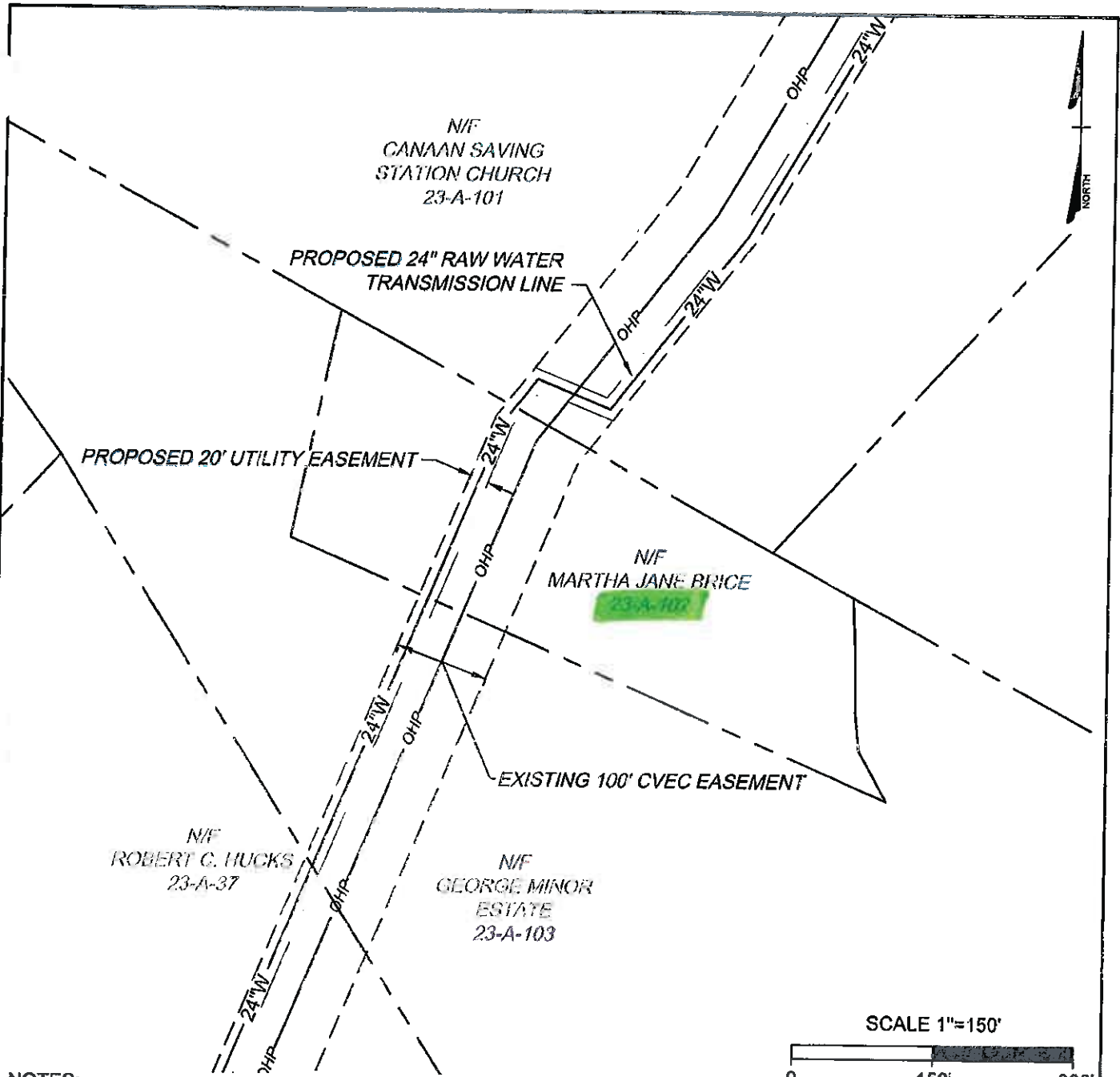
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-101**

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YOUR VISION ACHIEVED  
THROUGH CURS

COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 200'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





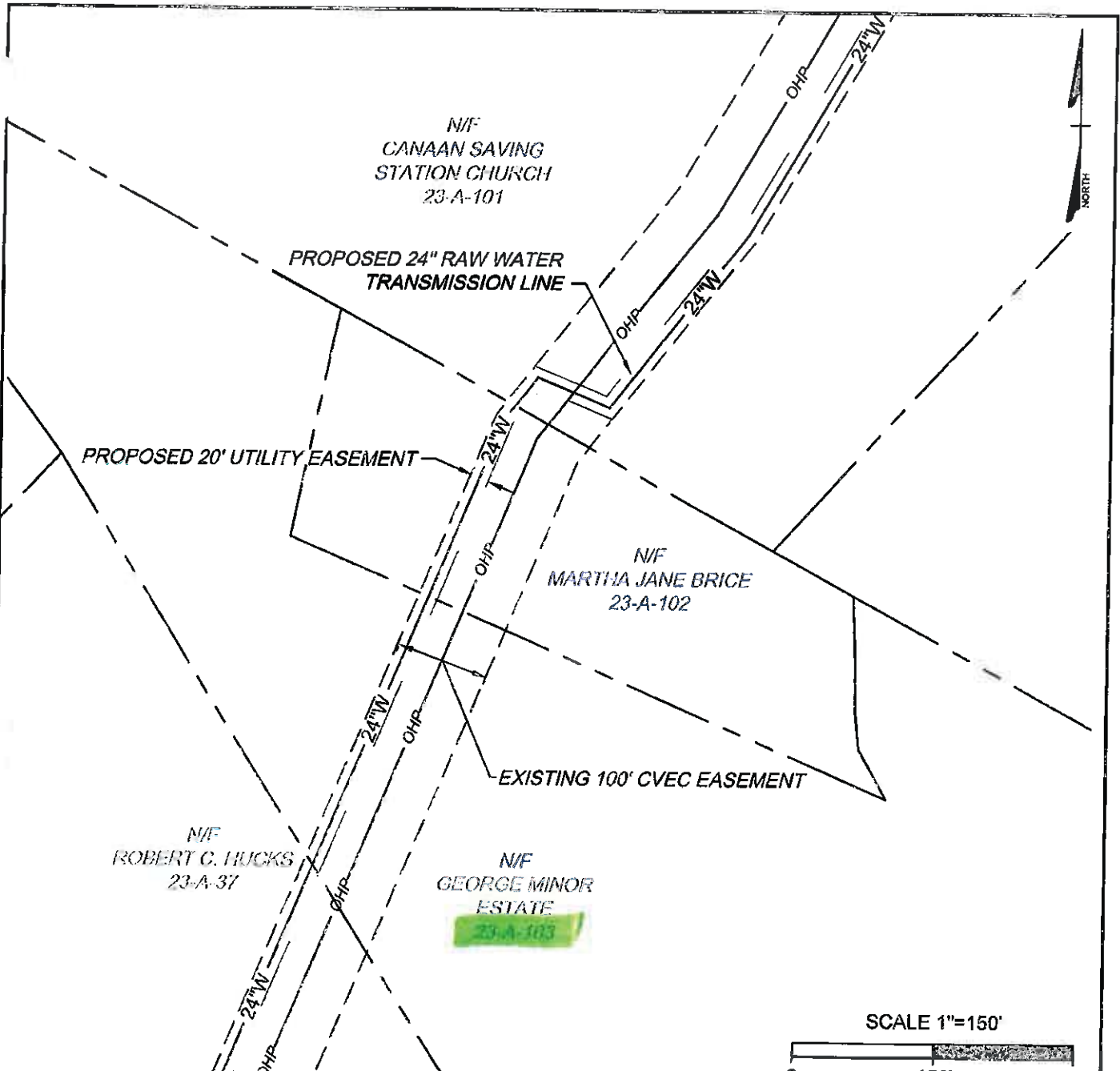
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-102**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
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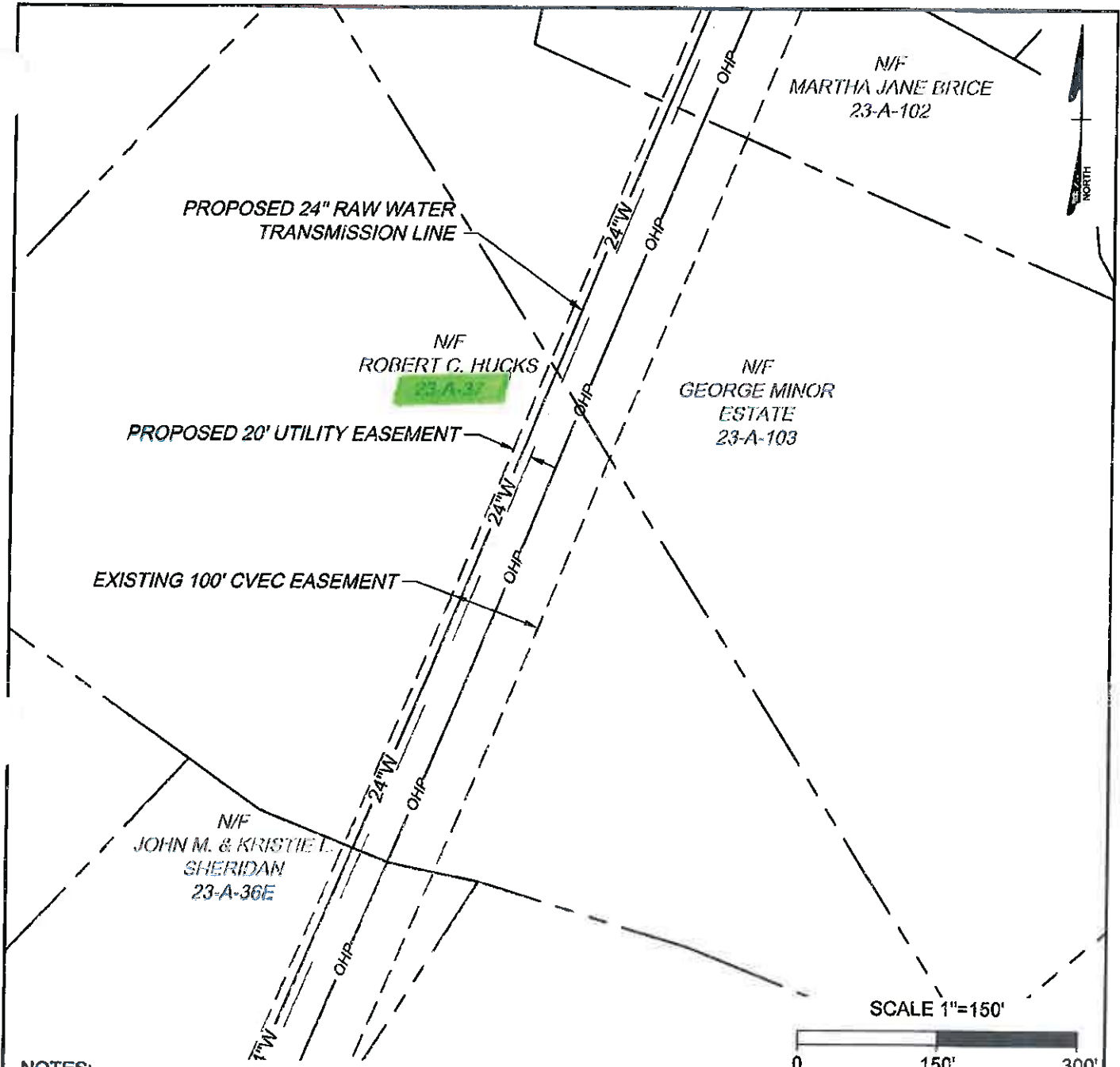
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-103**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

**TIMMONS GROUP**



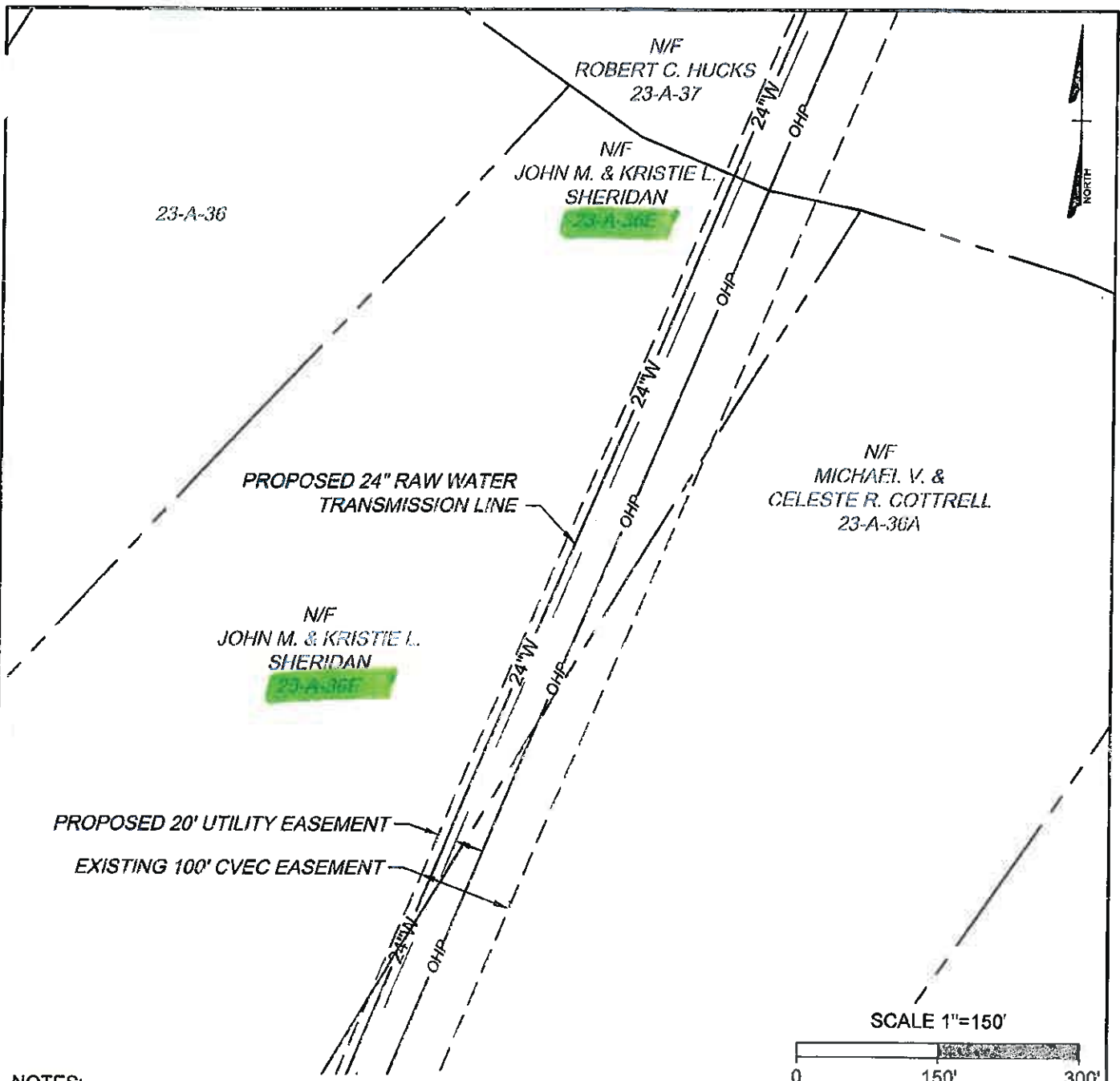
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-37**

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		Date: 06/11/2015	1" = 150'
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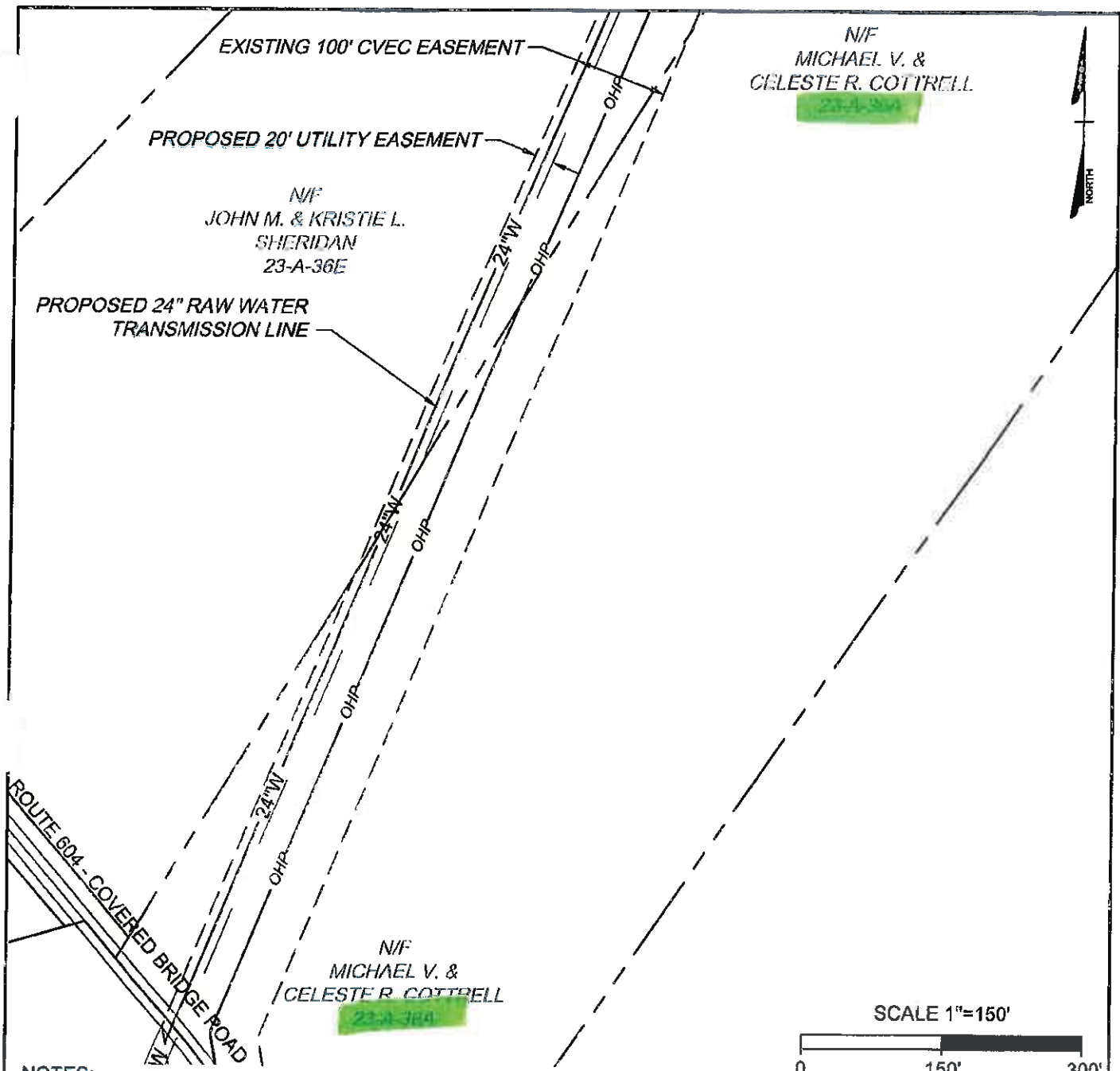
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-36E**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





**NOTES:**

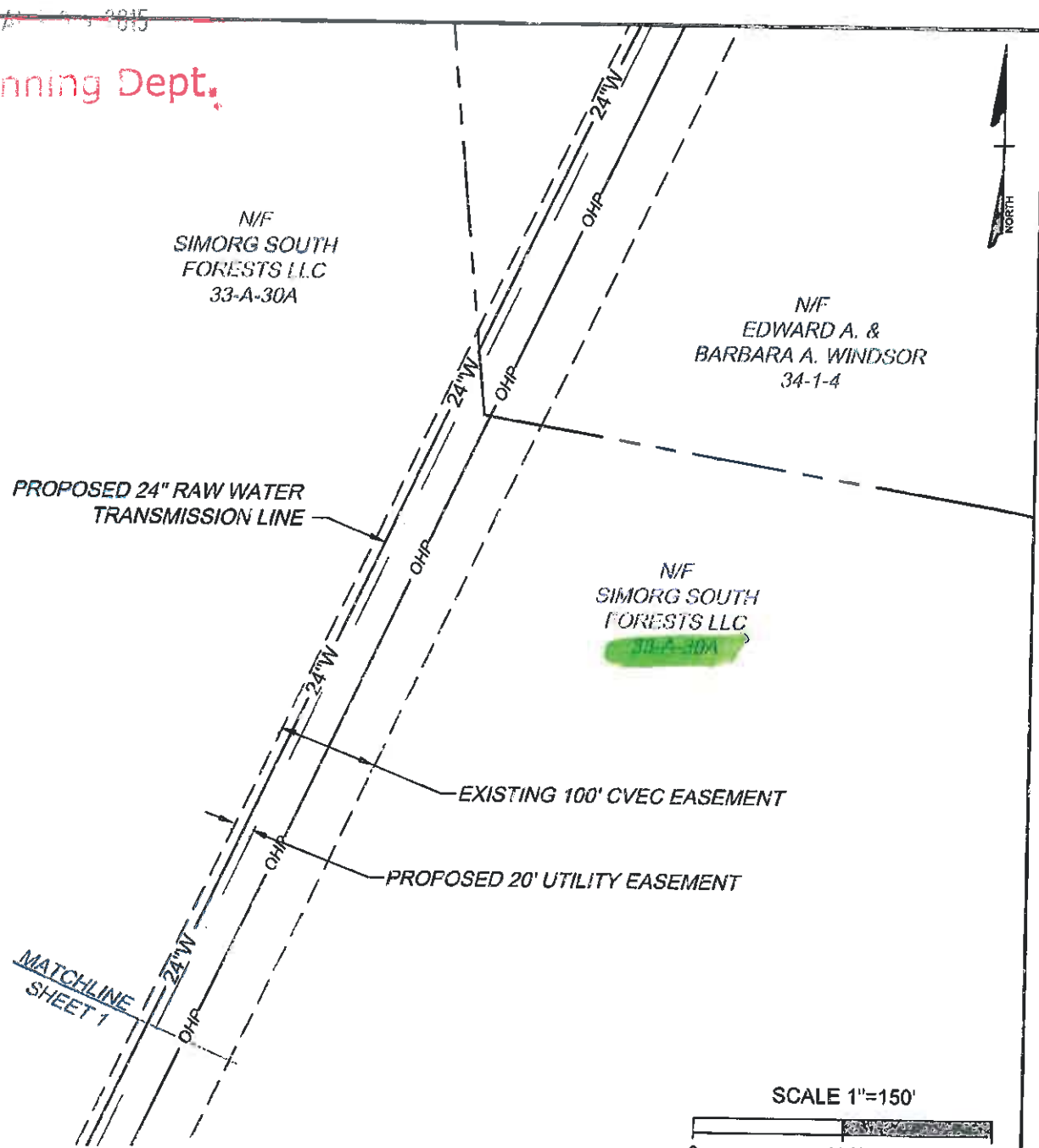
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-36A**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS



Planning Dept.



NOTES:

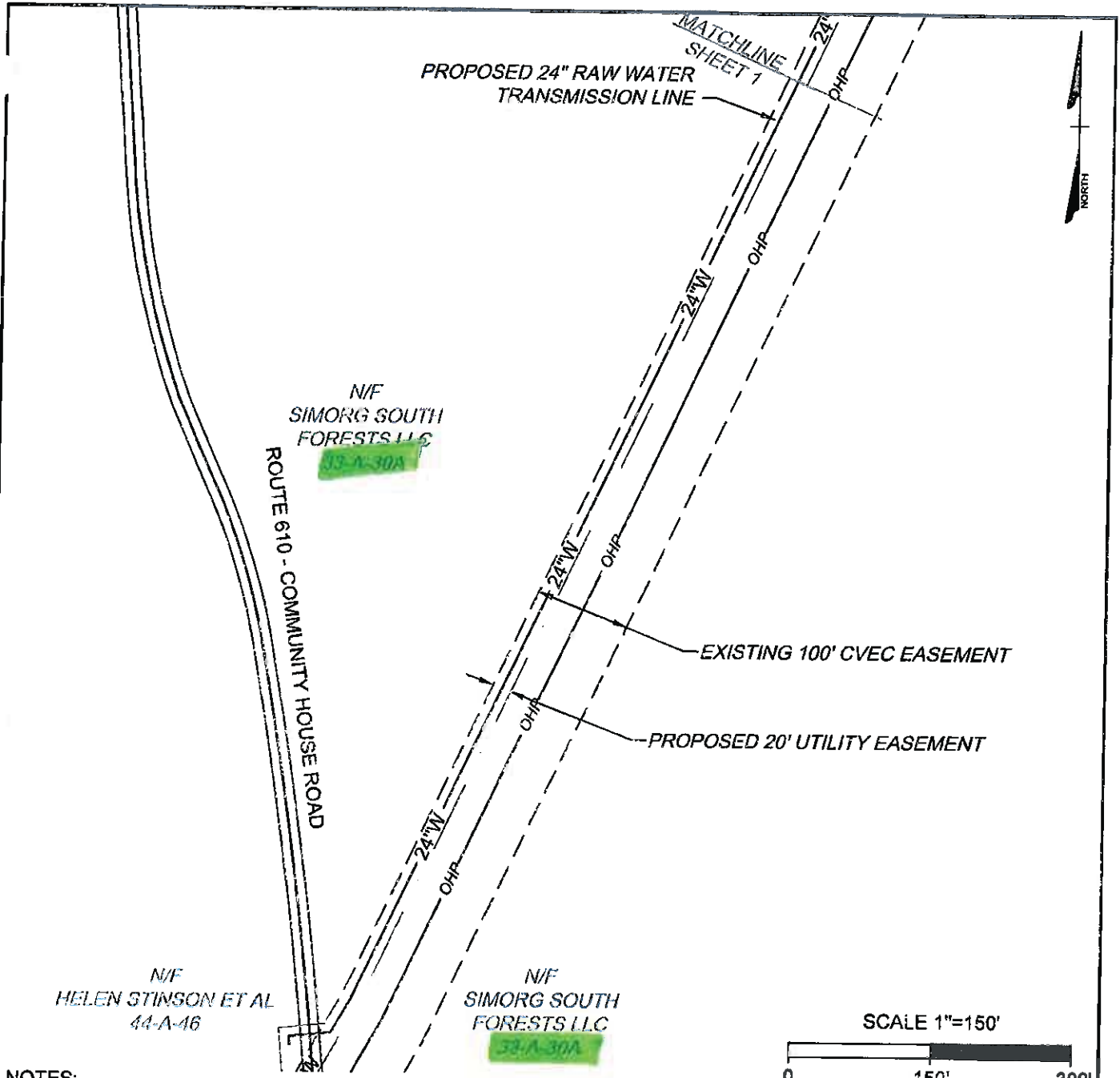
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 33-A-30A**

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		Date: 06/11/2015	1" = 150'
		Sheet 2 of 2	J.N. : 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

**TIMMONS GROUP**





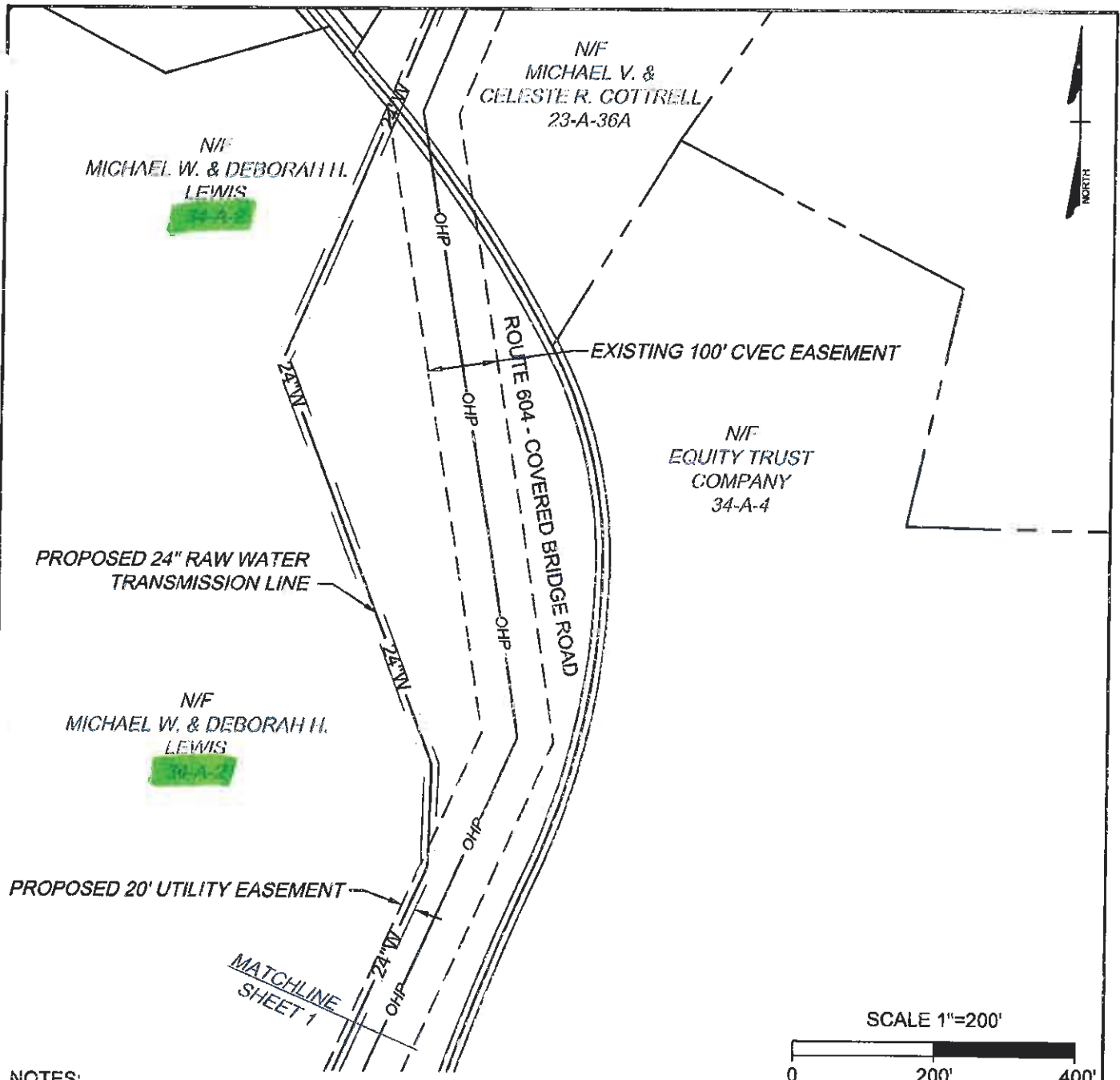
**NOTES:**

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 33-A-30A**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





**NOTES:**

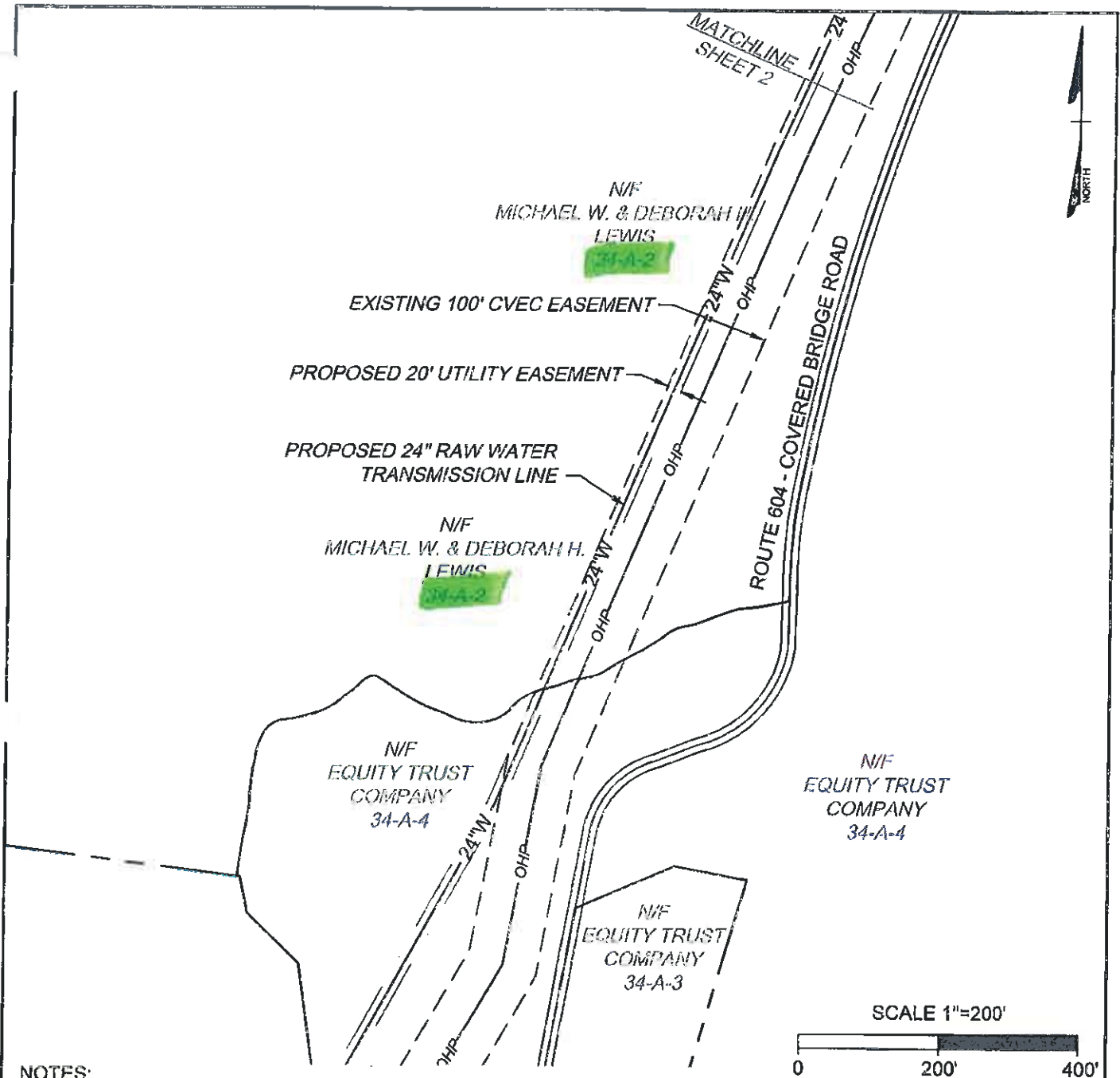
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 34-A-2**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 200'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

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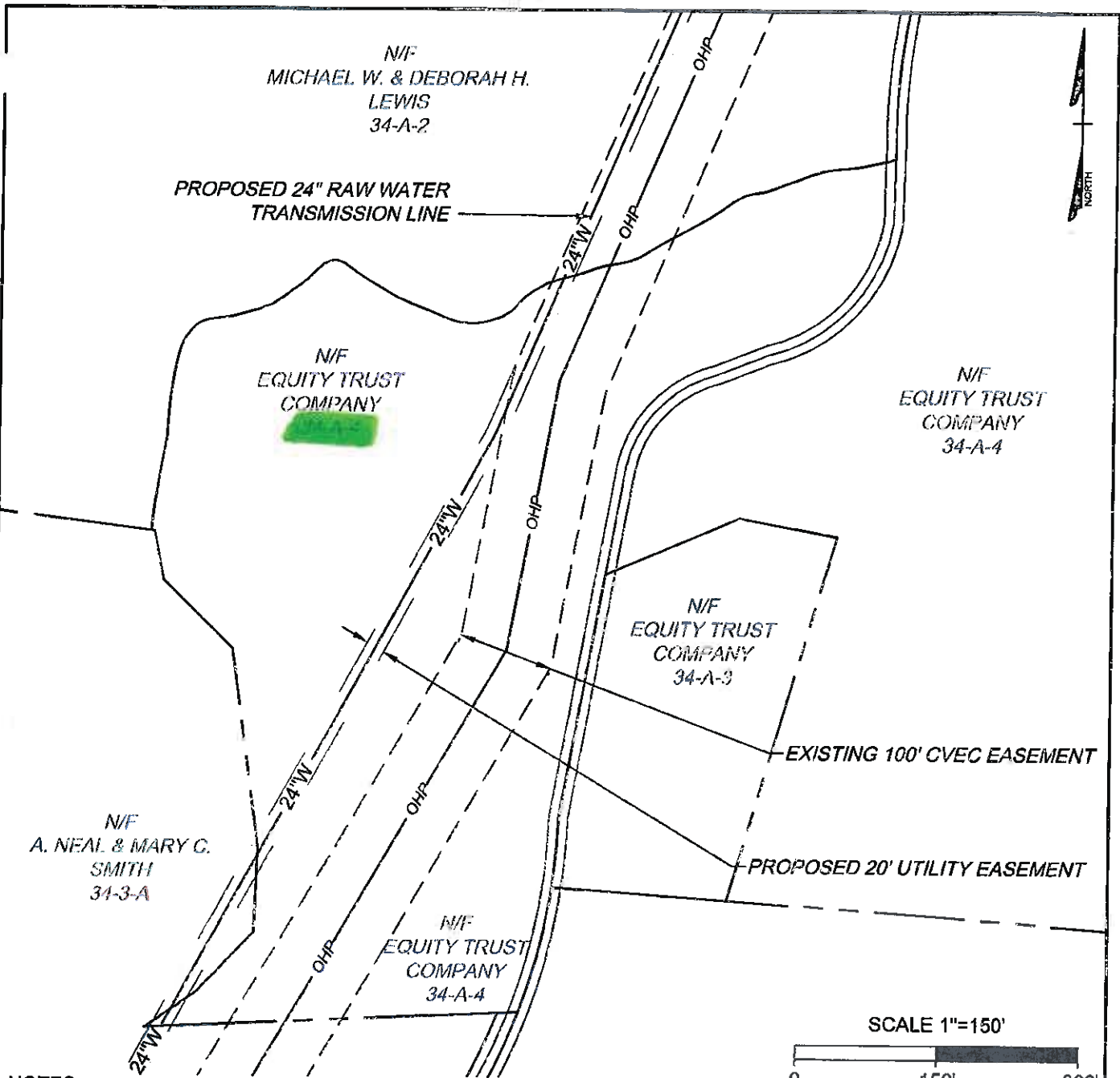
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 34-A-2**

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		Date: 06/11/2015	1" = 200'
		Sheet 1 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





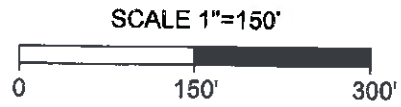
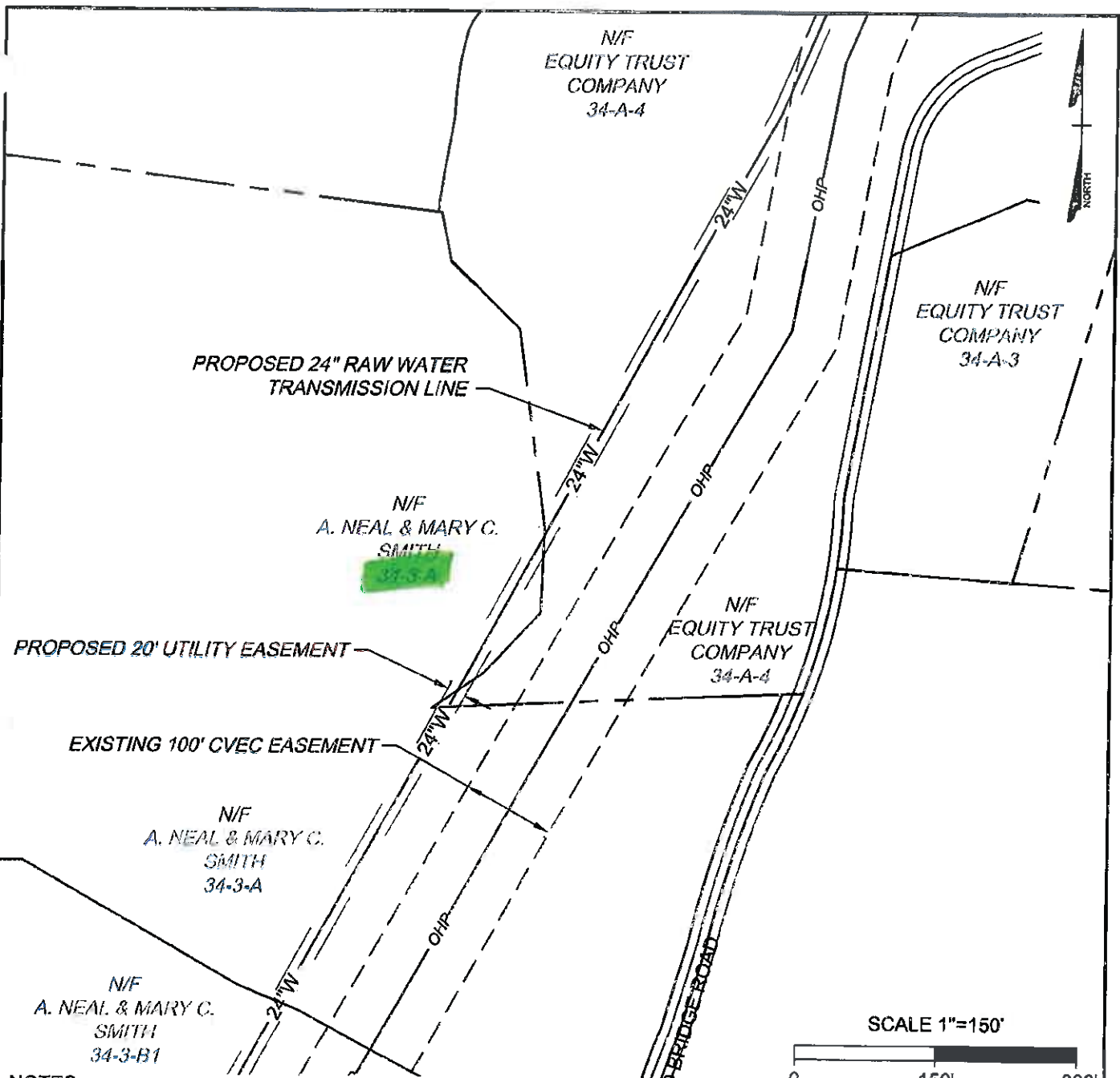
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE EXHIBIT MAP PARCEL 34 A 4**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





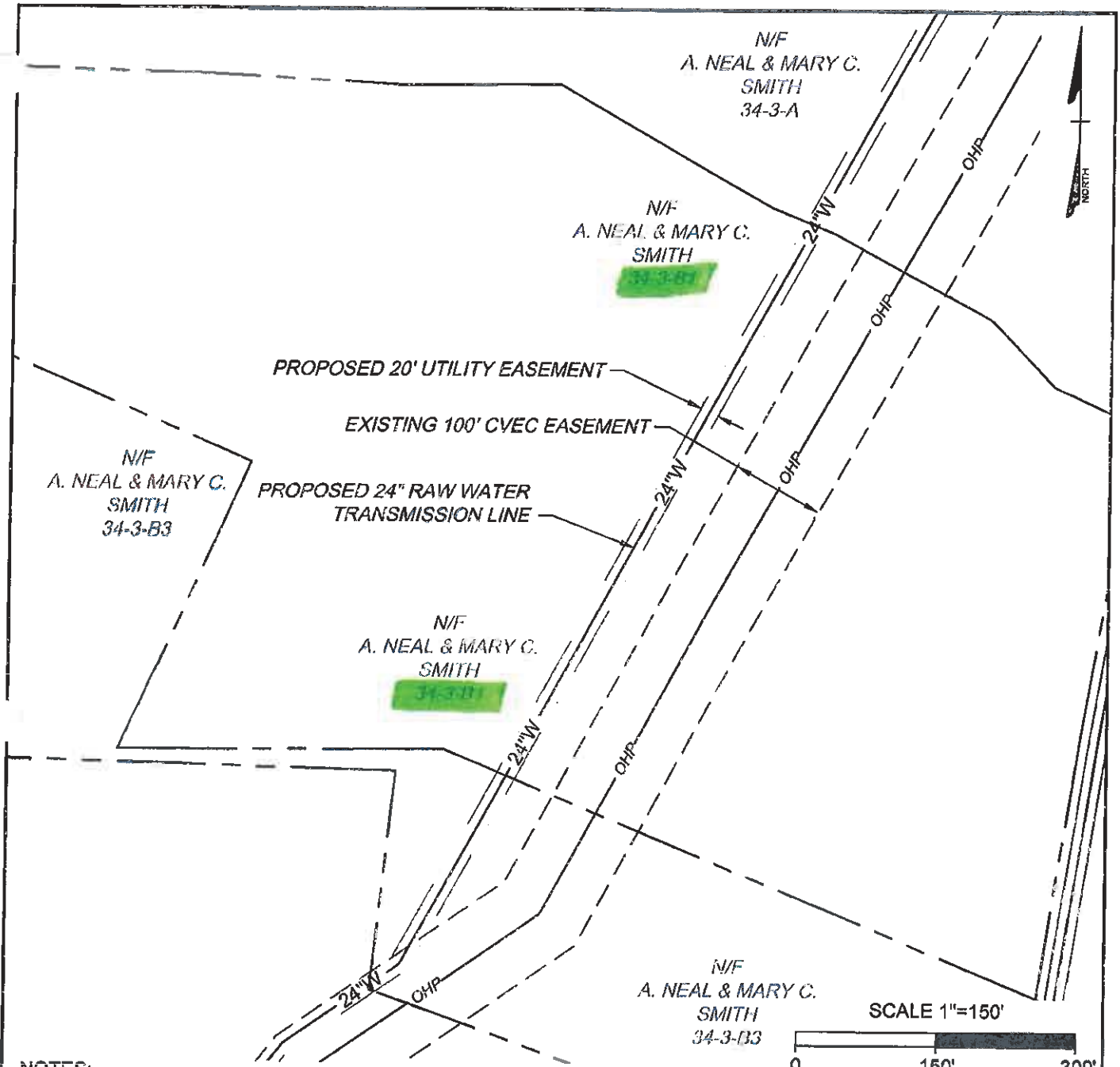
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 34-3-A**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





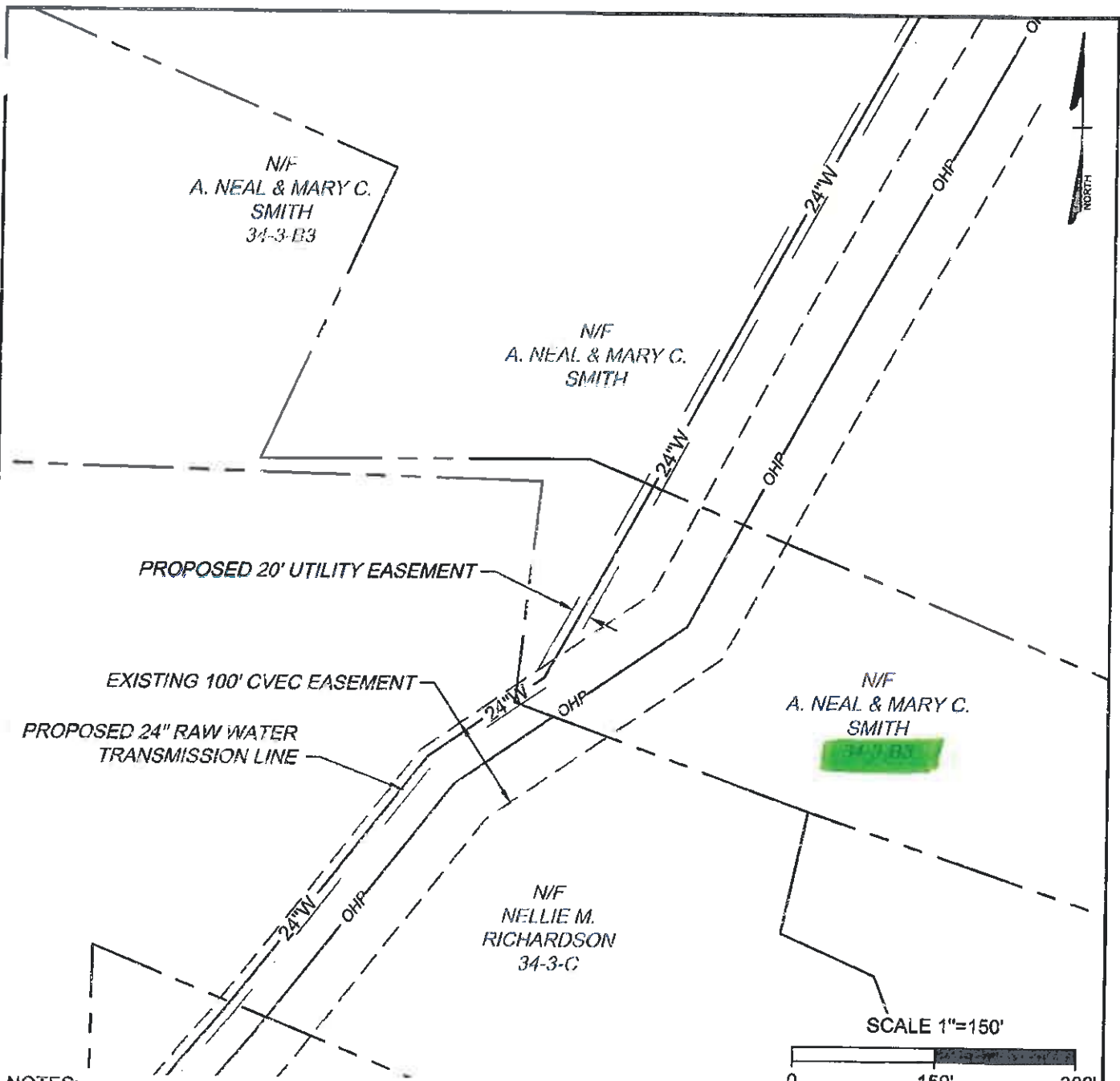
**NOTES:**

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 34-3-B1**

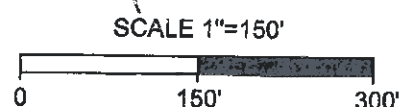
THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





**NOTES:**

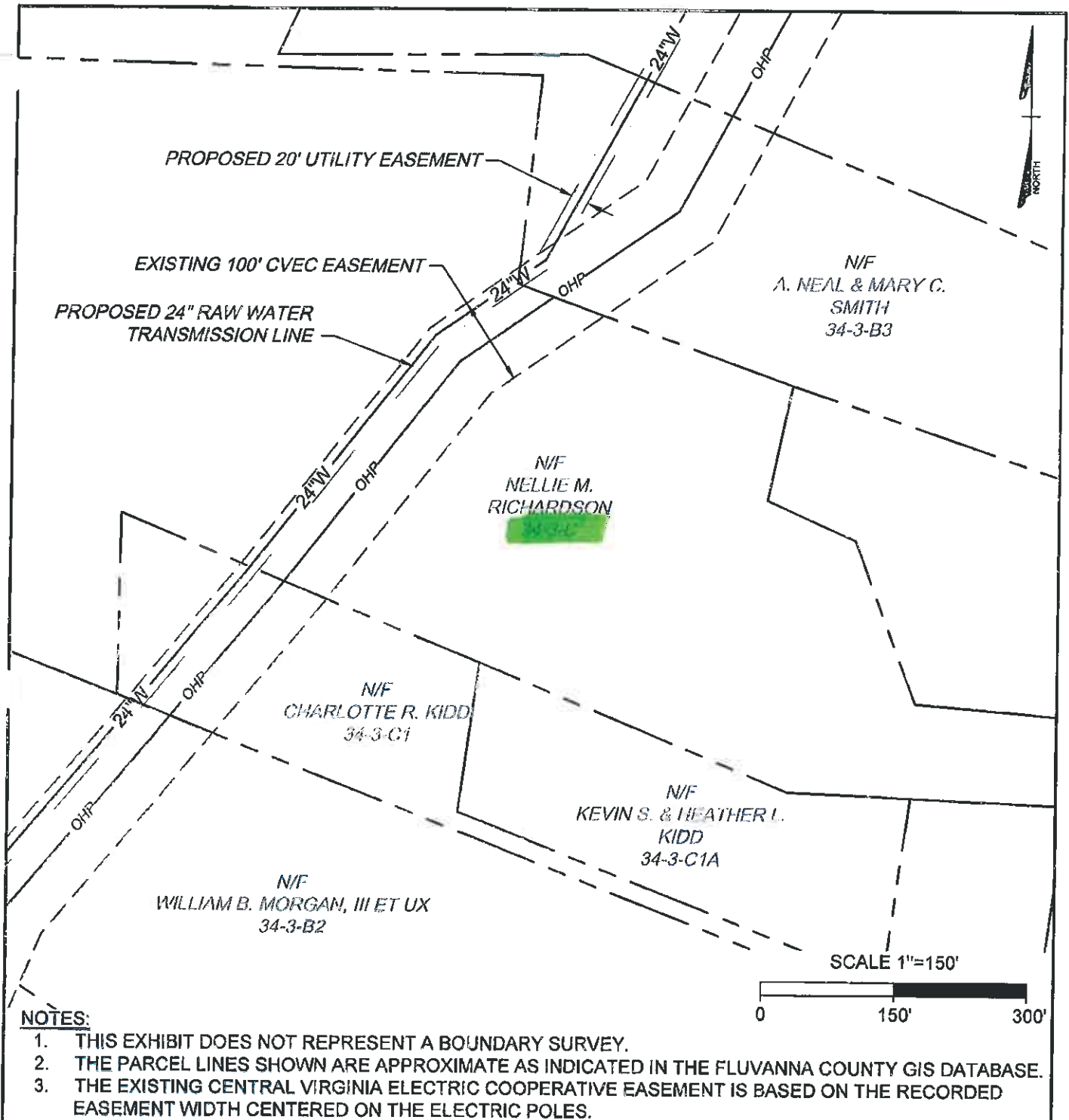
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 34-3-B3**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





**NOTES:**

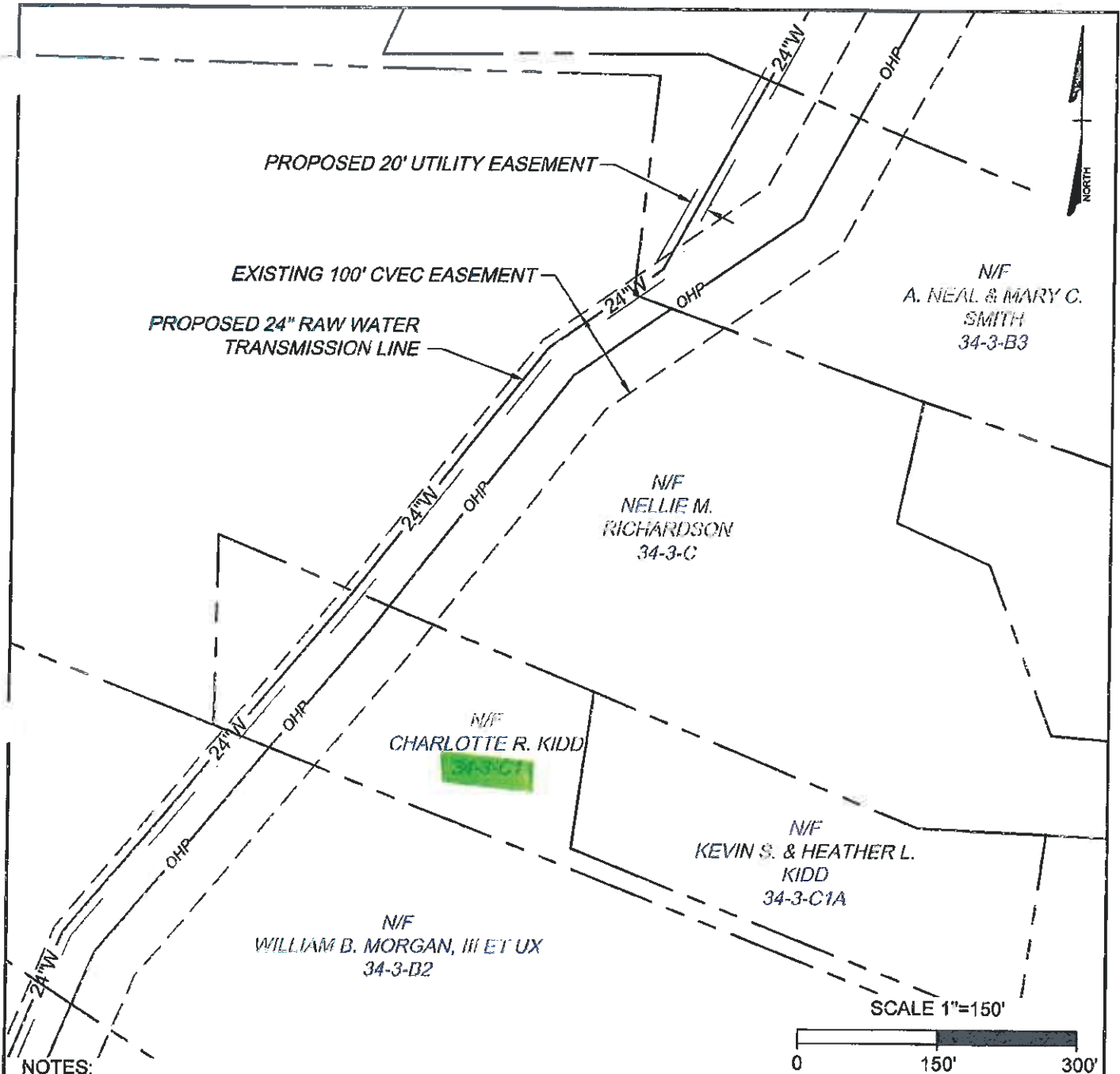
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 34-3-C**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS







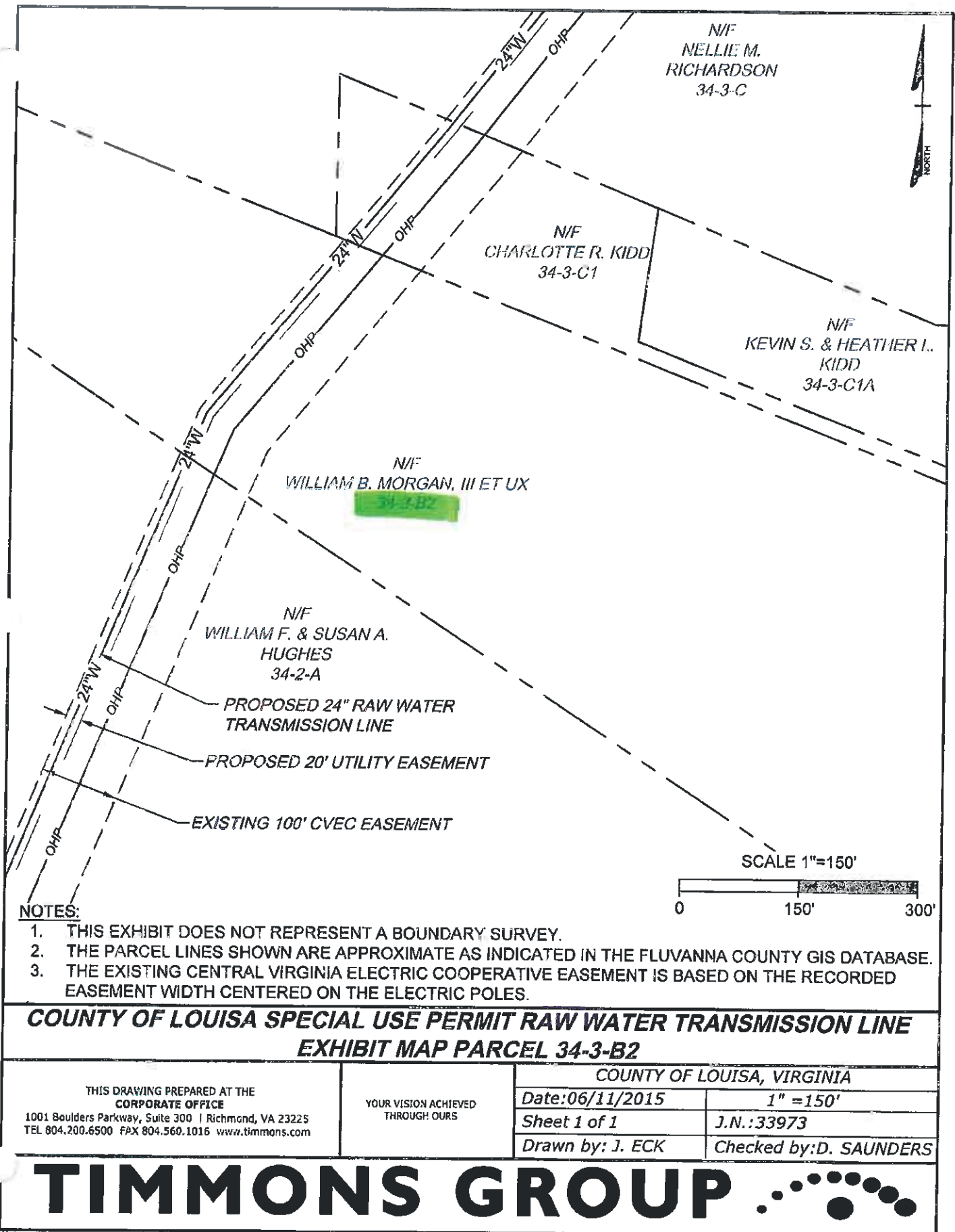
**NOTES:**

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 34-3-C1**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





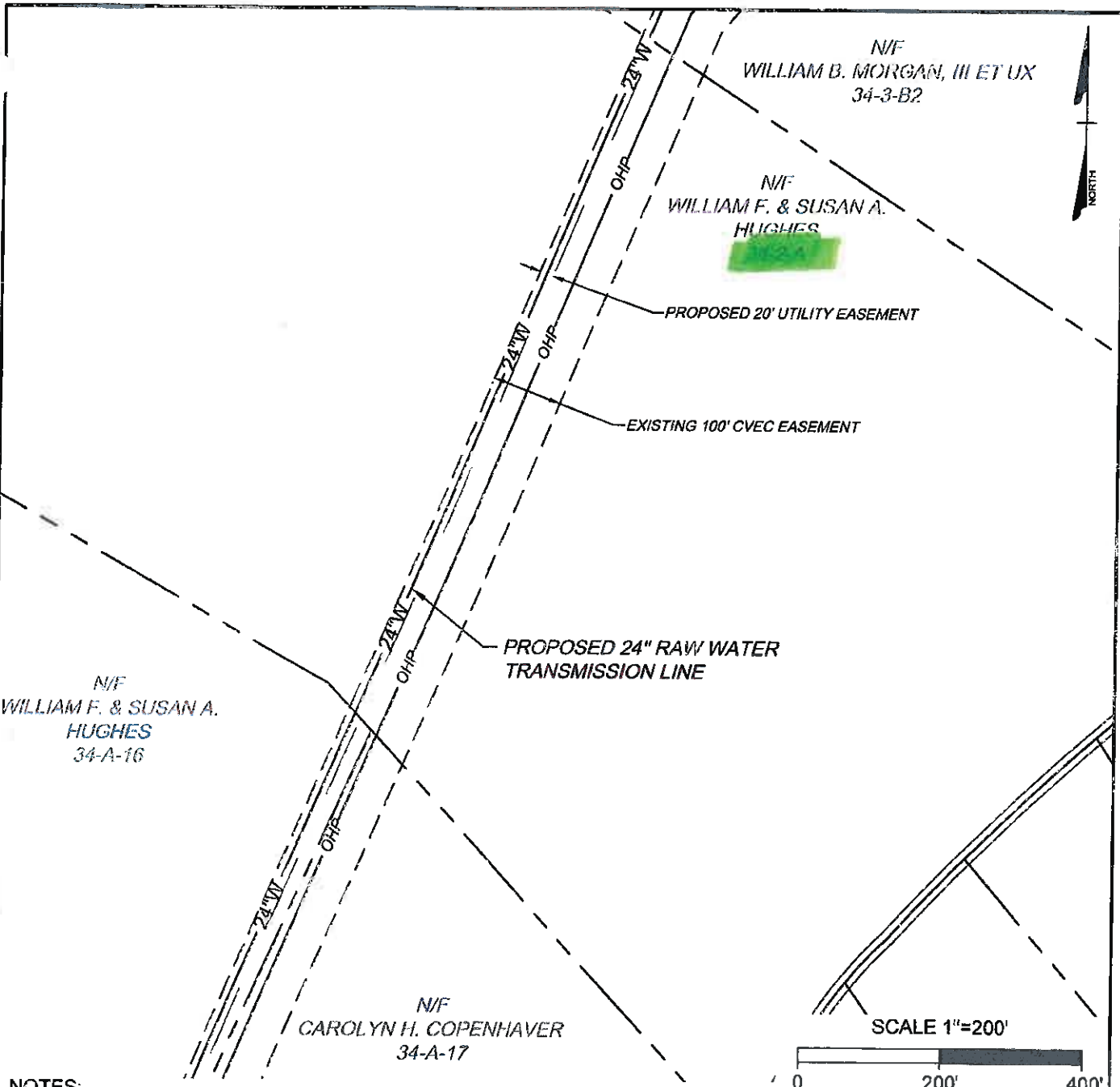
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 34-3-B2**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





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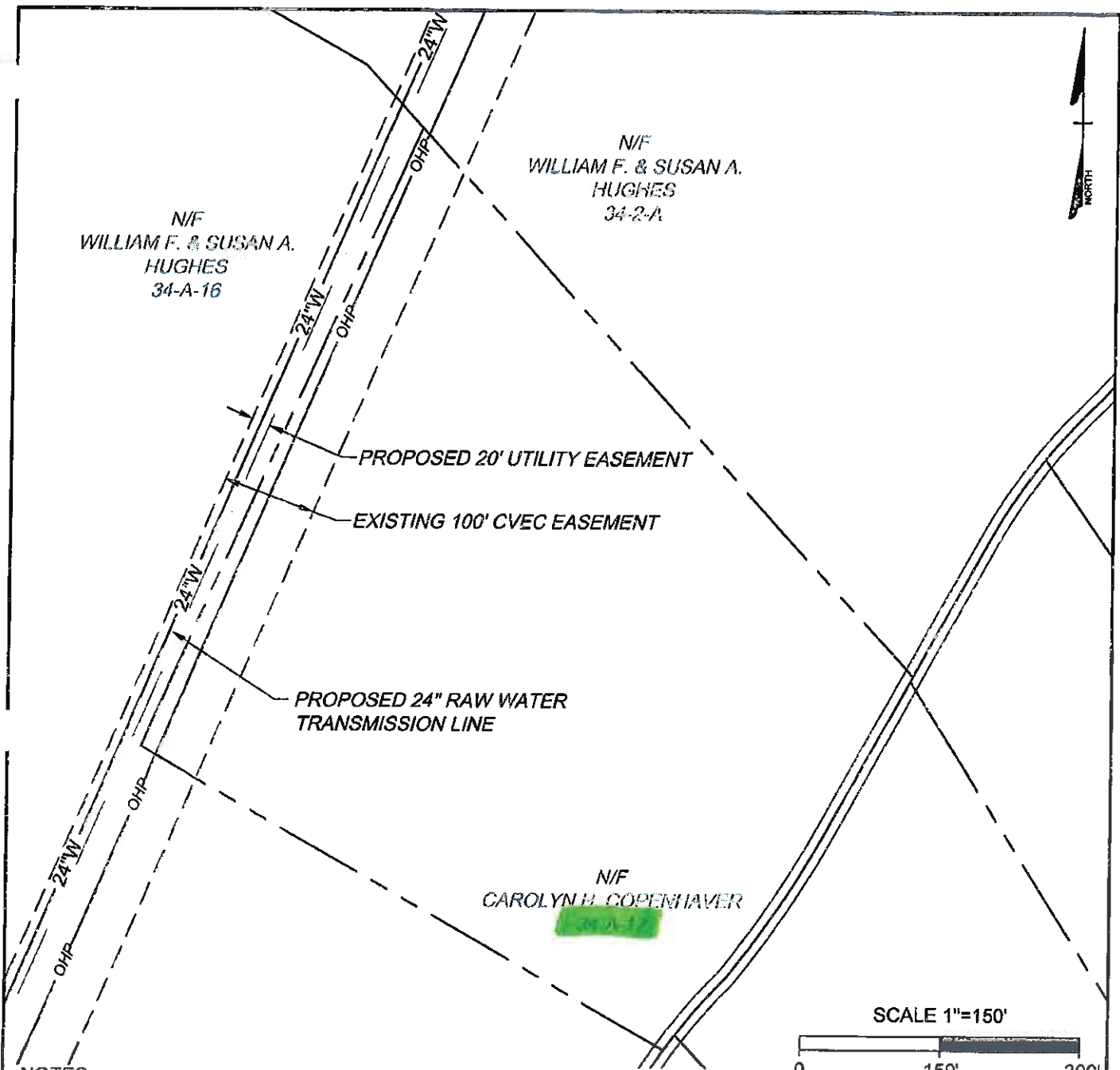
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 34-2-A**

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TEL 804.200.6500 FAX 804.560.1016 www.timmons.com

YOUR VISION ACHIEVED  
THROUGH OURS

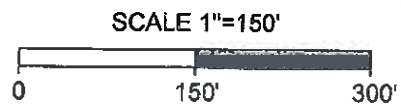
COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 200'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





**NOTES:**

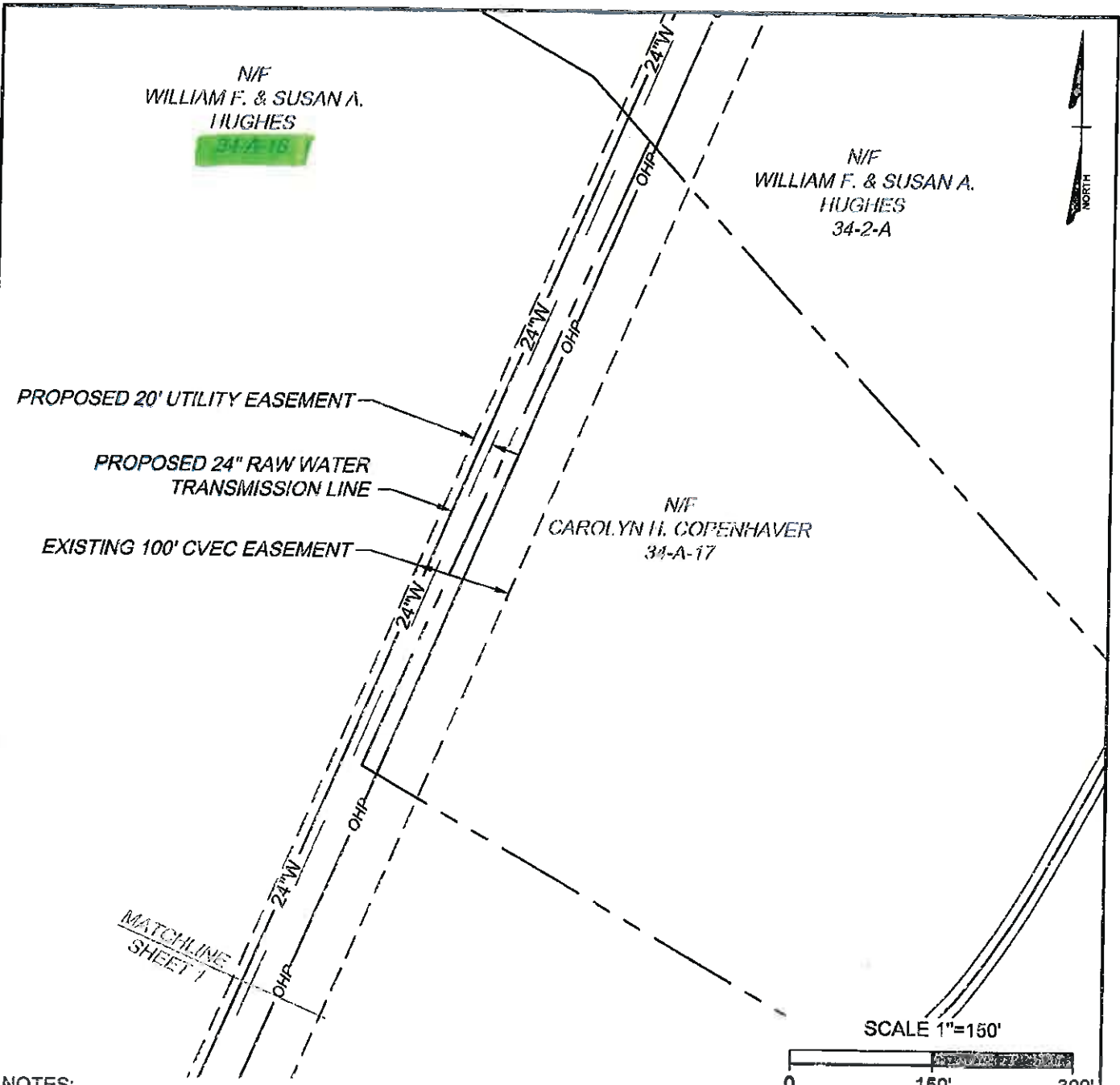
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 34-A-17**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





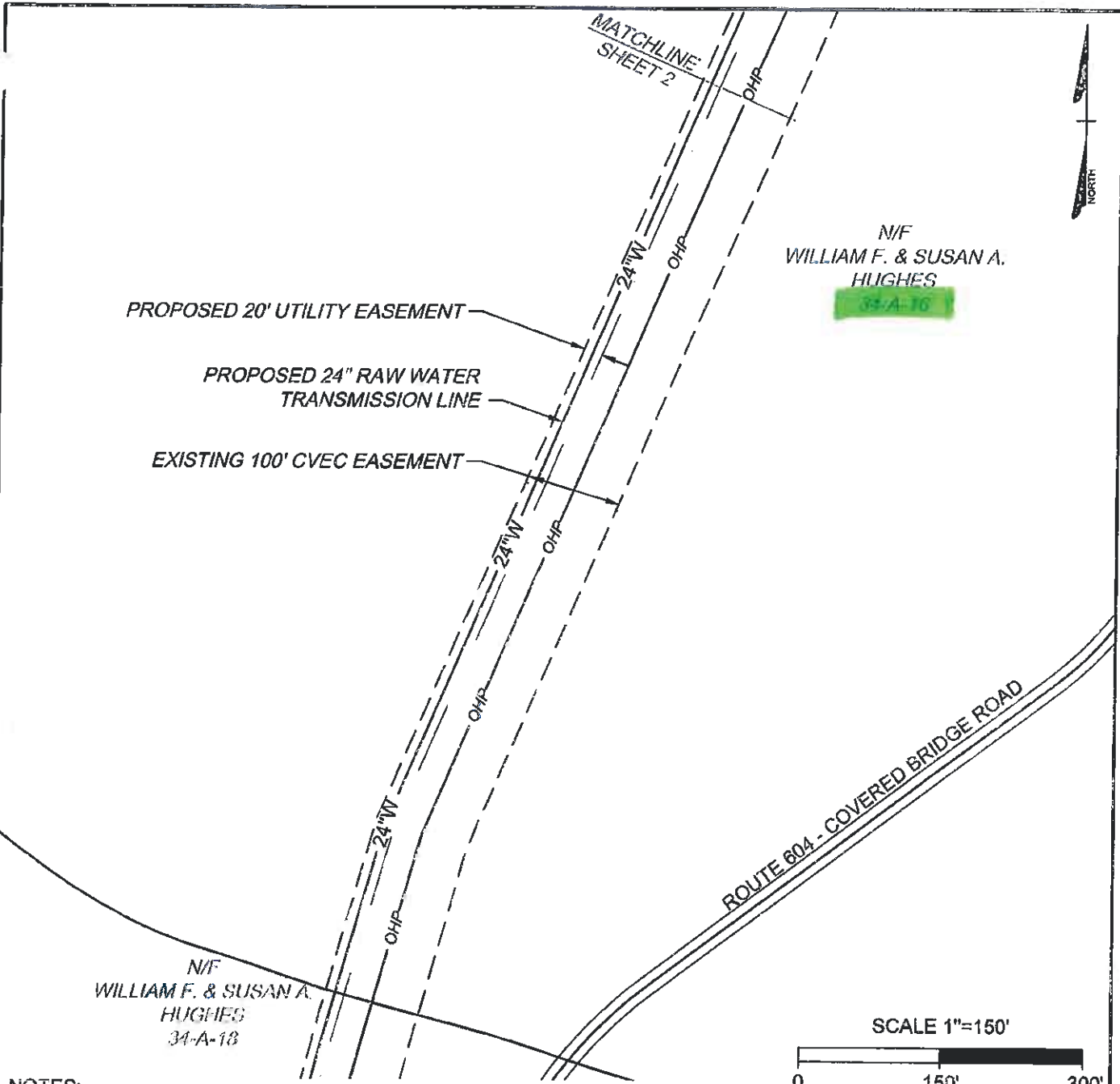
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 34-A-16**

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		Date: 06/11/2015	1" = 150'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





N/F  
WILLIAM F. & SUSAN A.  
HUGHES  
34-A-16

N/F  
WILLIAM F. & SUSAN A.  
HUGHES  
34-A-18

SCALE 1"=150'



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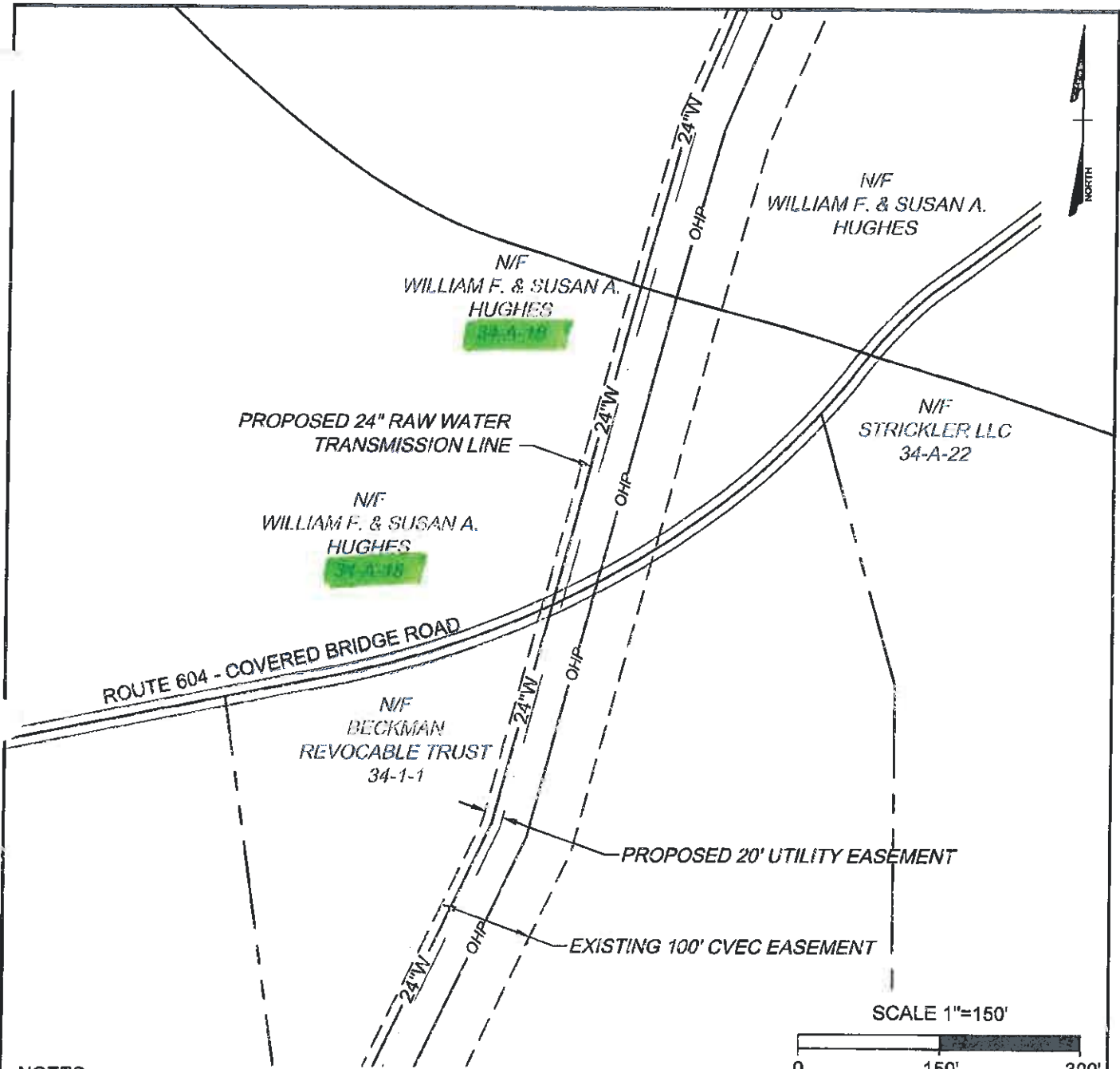
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 34-A-16**

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YOUR VISION ACHIEVED  
THROUGH OURS

COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
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Drawn by: J. ECK	Checked by: D. SAUNDERS





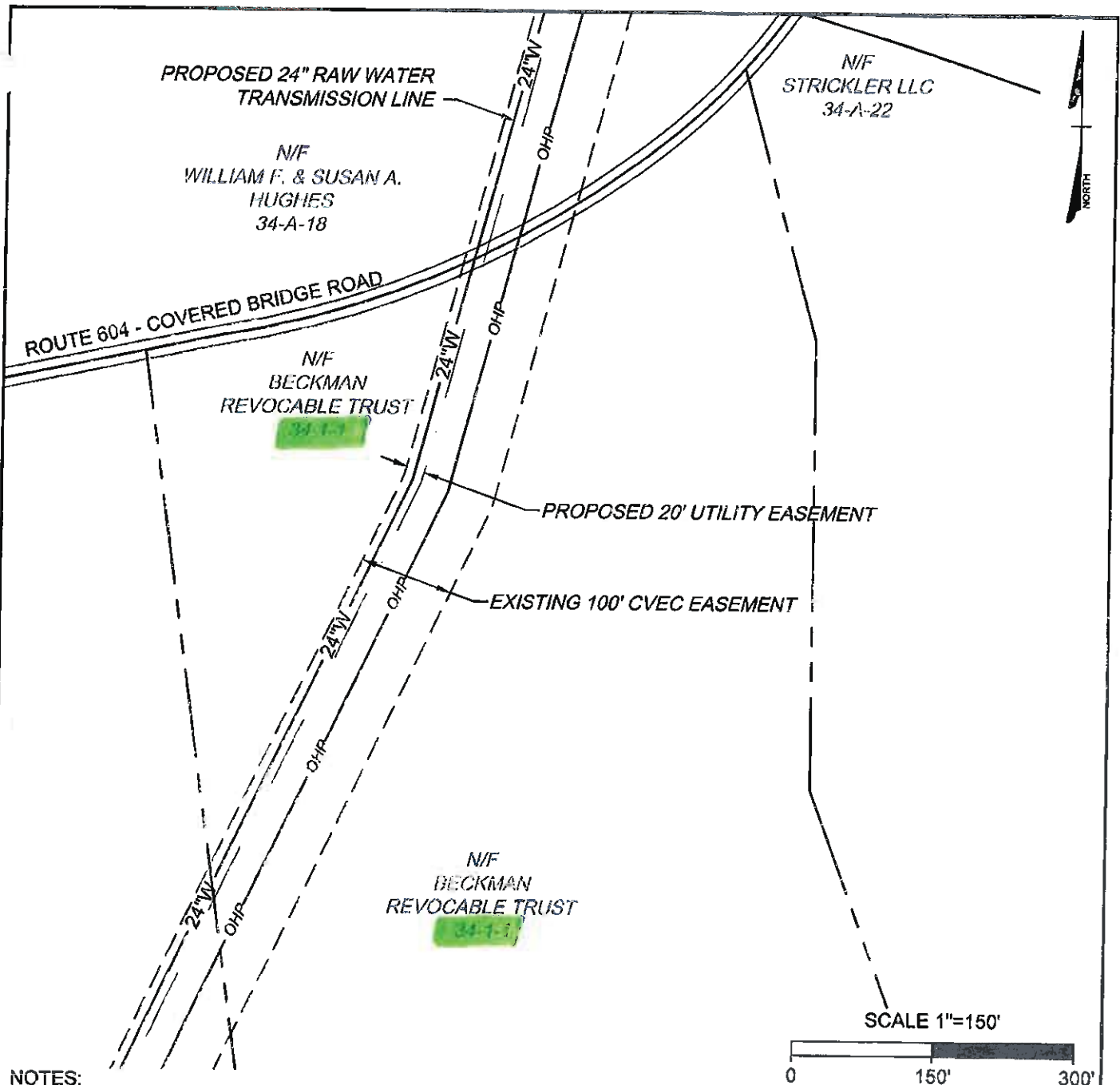
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 34-A-18**

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		Drawn by: J. ECK	Checked by: D. SAUNDERS





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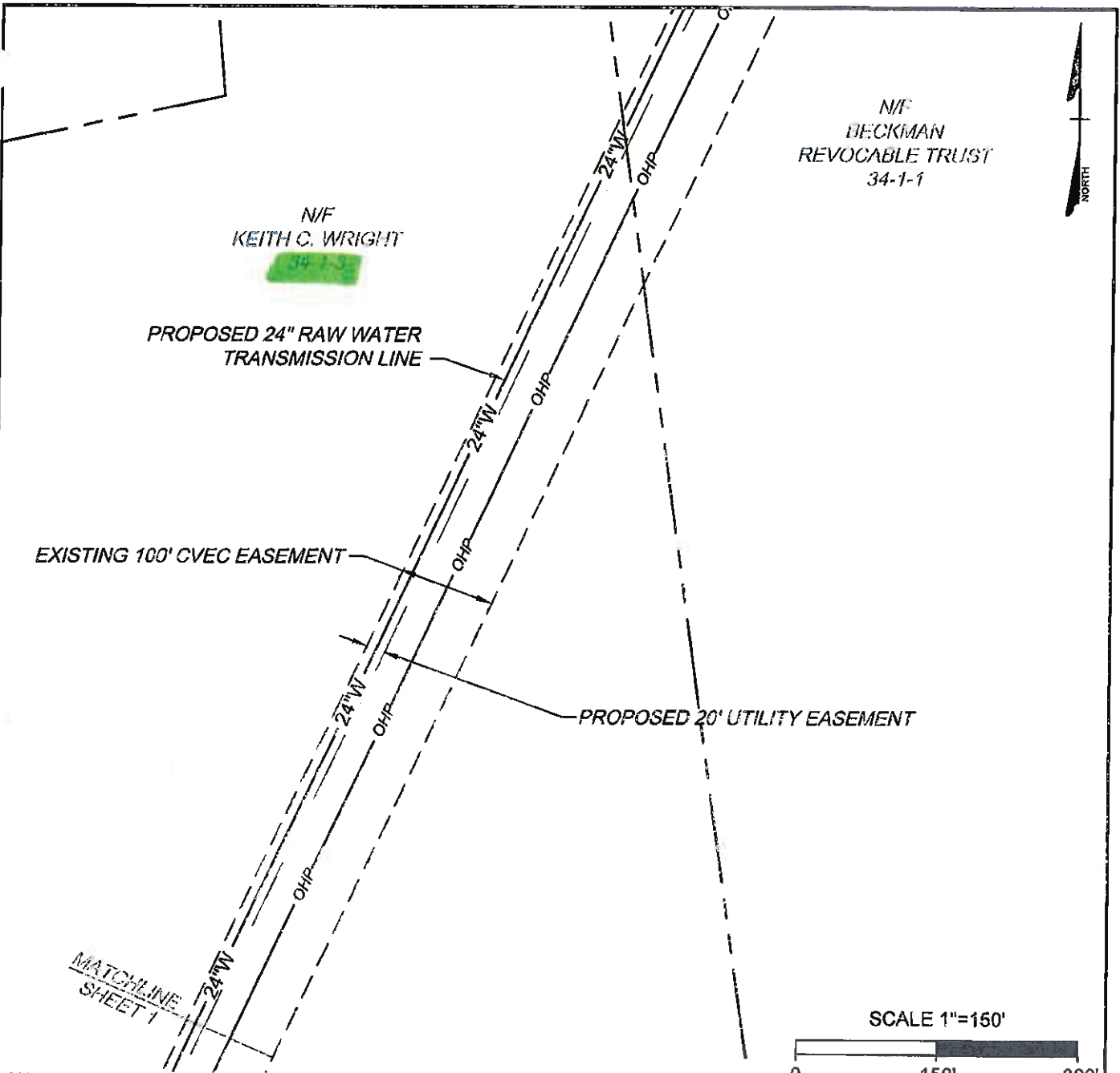
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 34-1-1**

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		Date: 06/11/2015	1" = 150'
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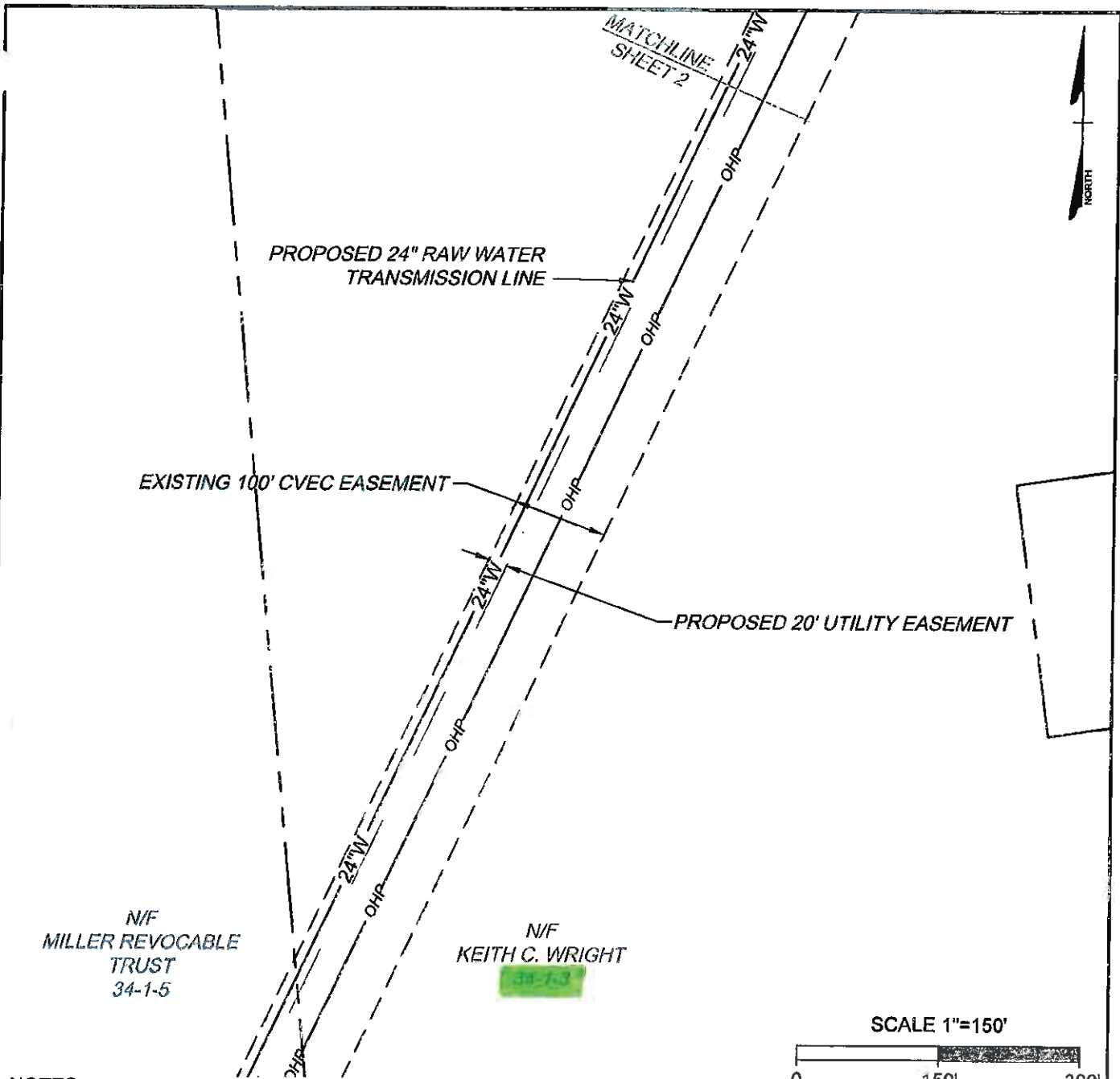
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 34-1-3**

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		Date: 06/11/2015	1" = 150'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





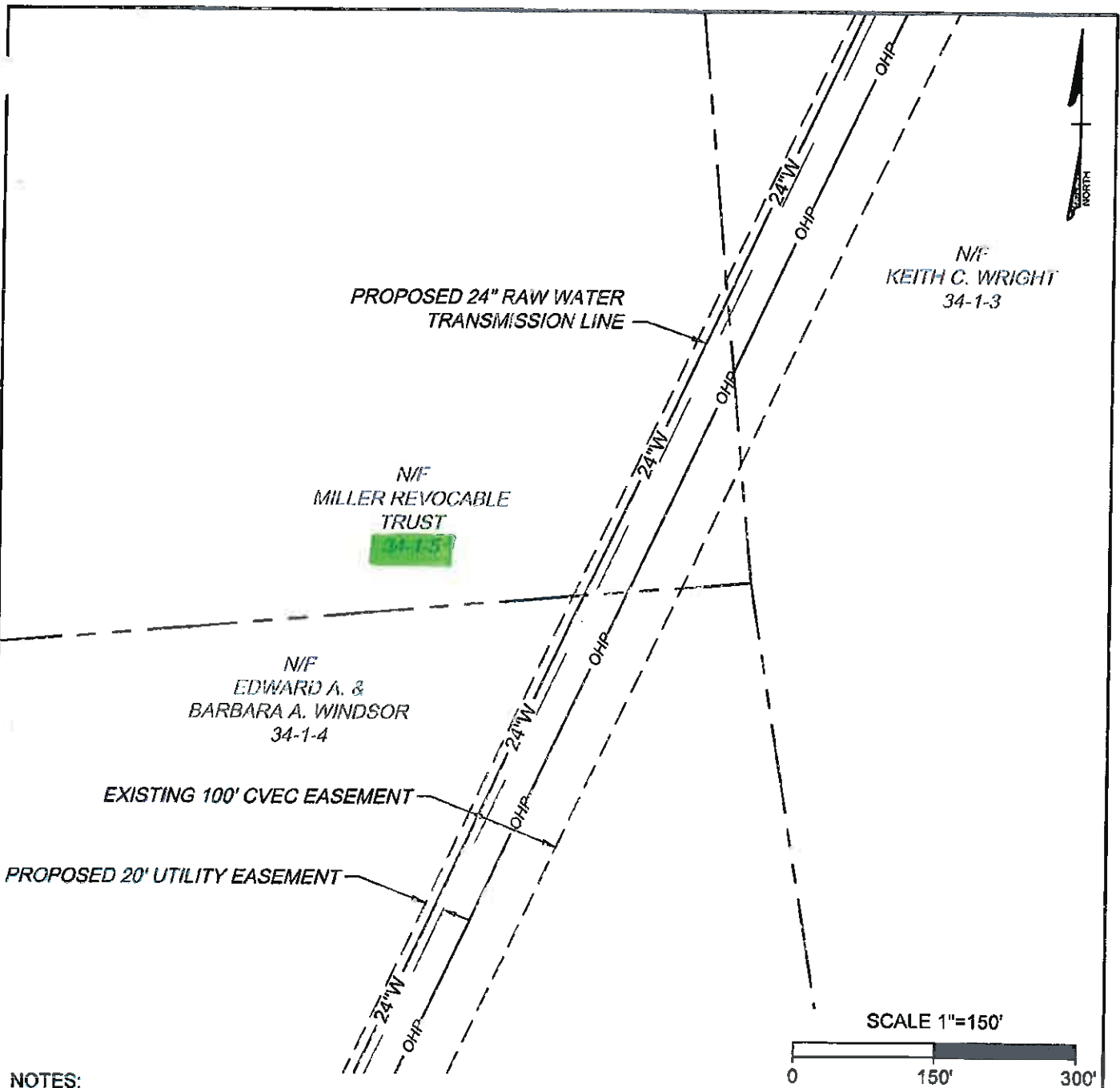
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 34-1-3**

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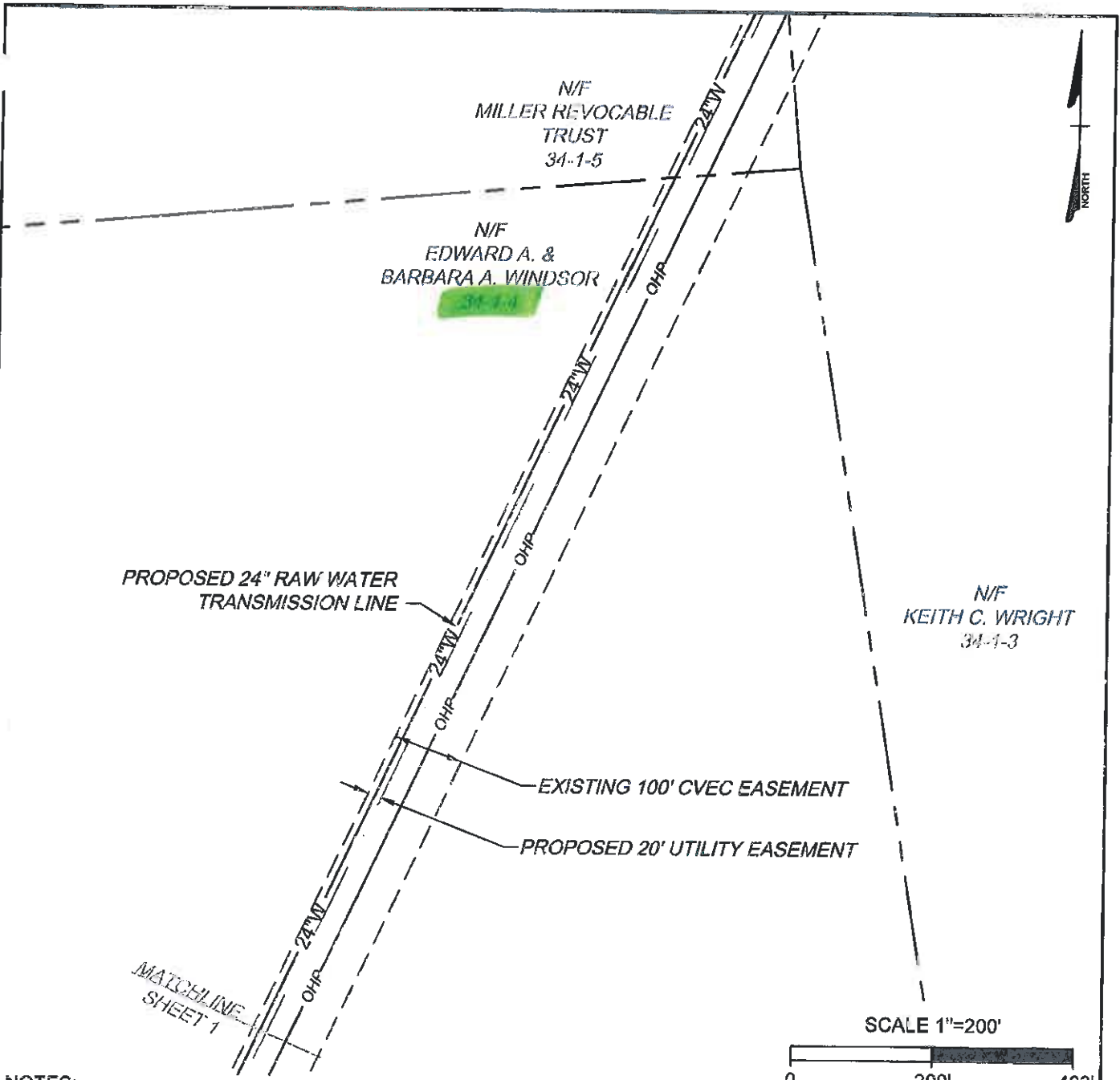
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 34-1-5**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

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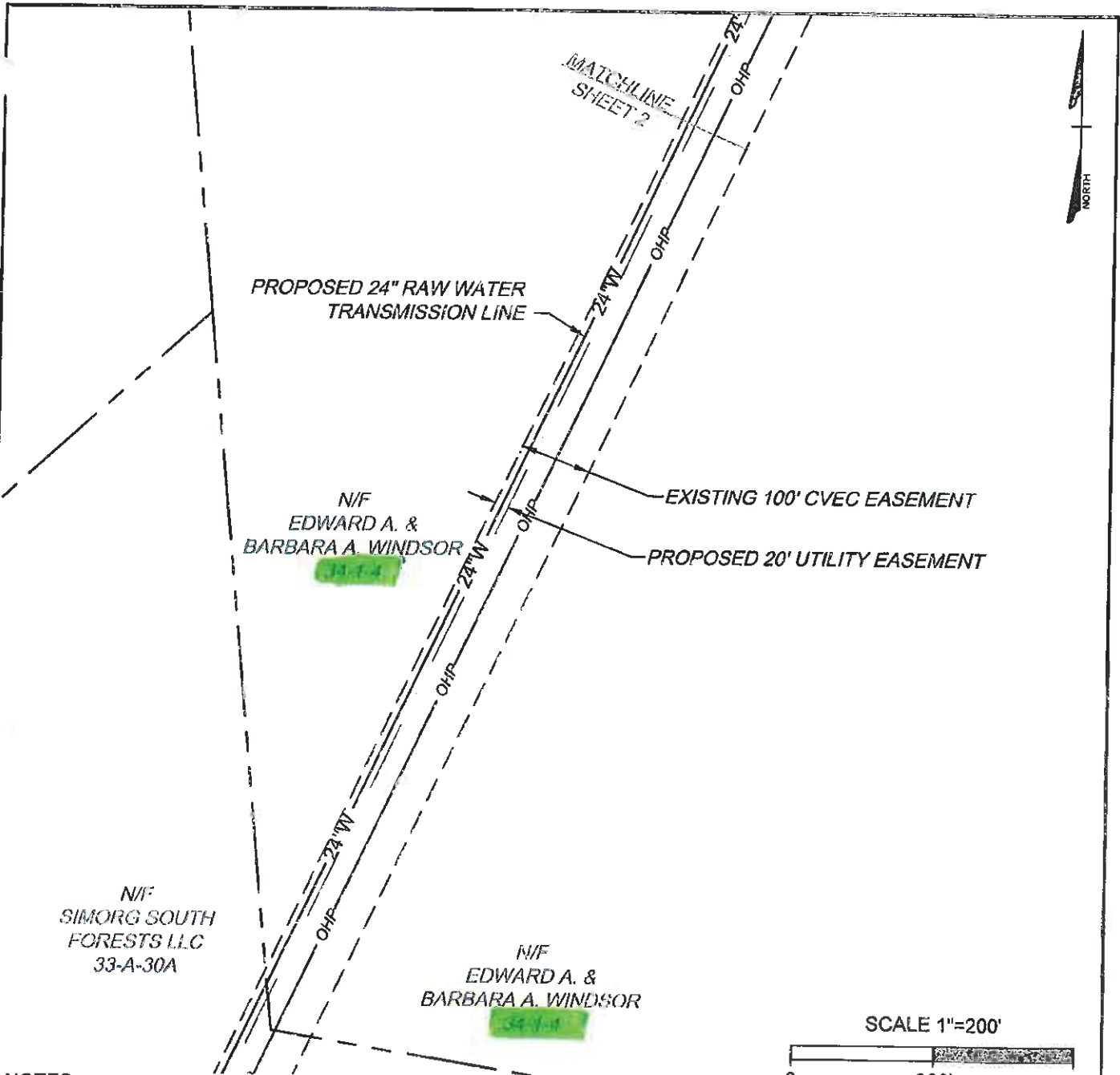
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 34-1-4**

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		Date: 06/11/2015	1" = 200'
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		Drawn by: J. ECK	Checked by: D. SAUNDERS





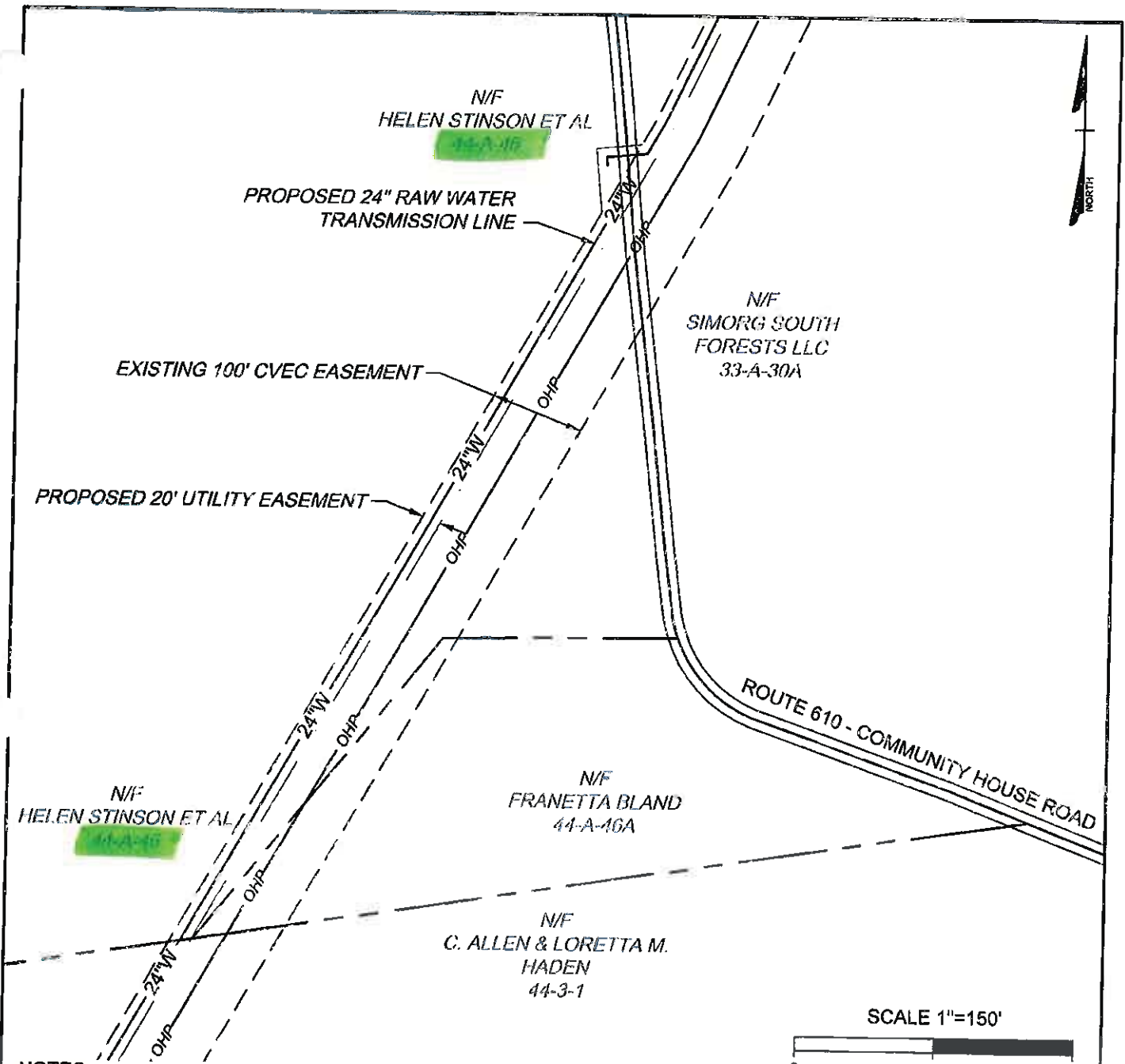
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 34-1-4**

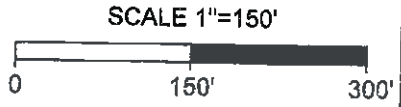
THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 200'
		Sheet 1 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





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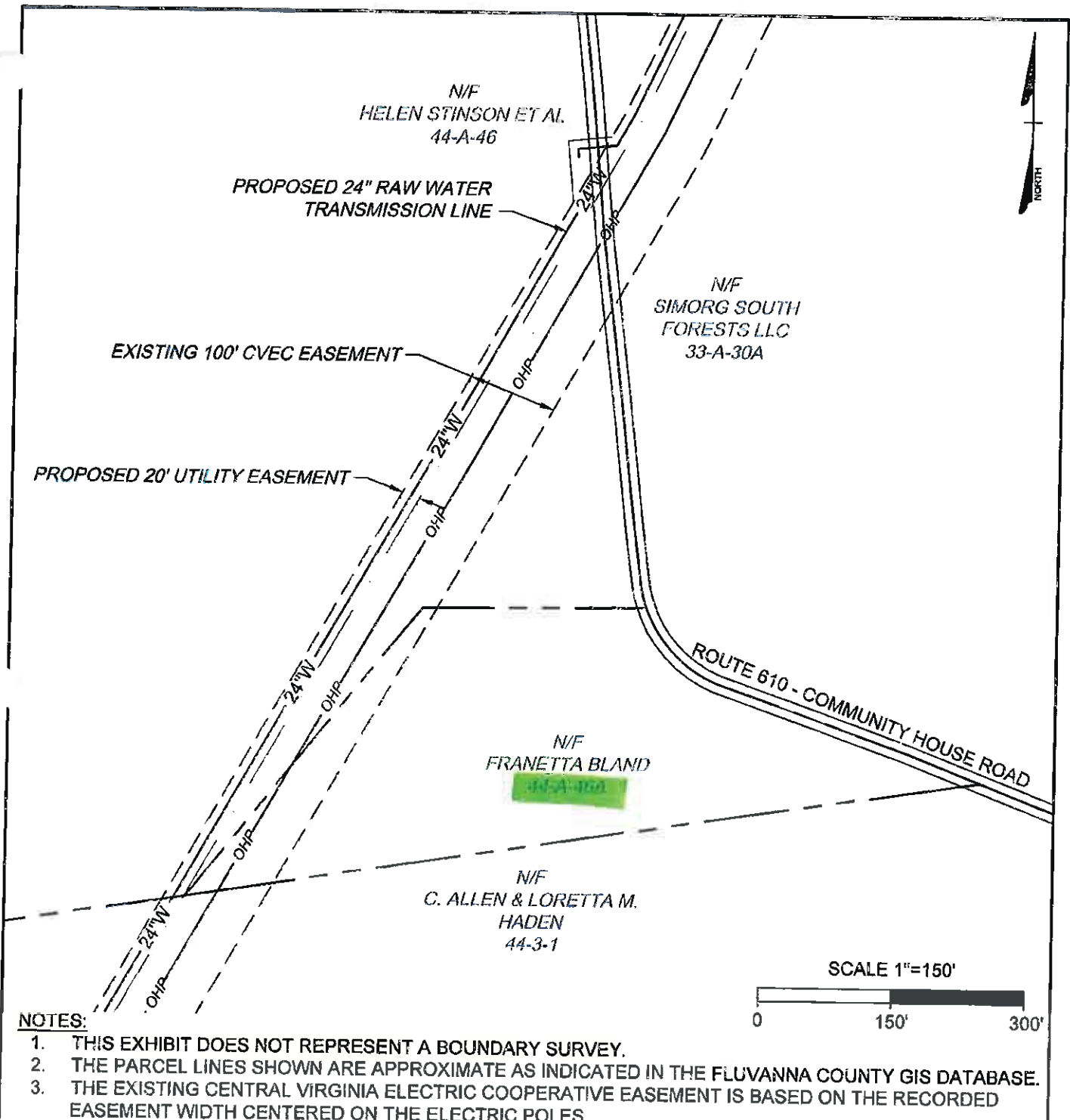


**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-A-46**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
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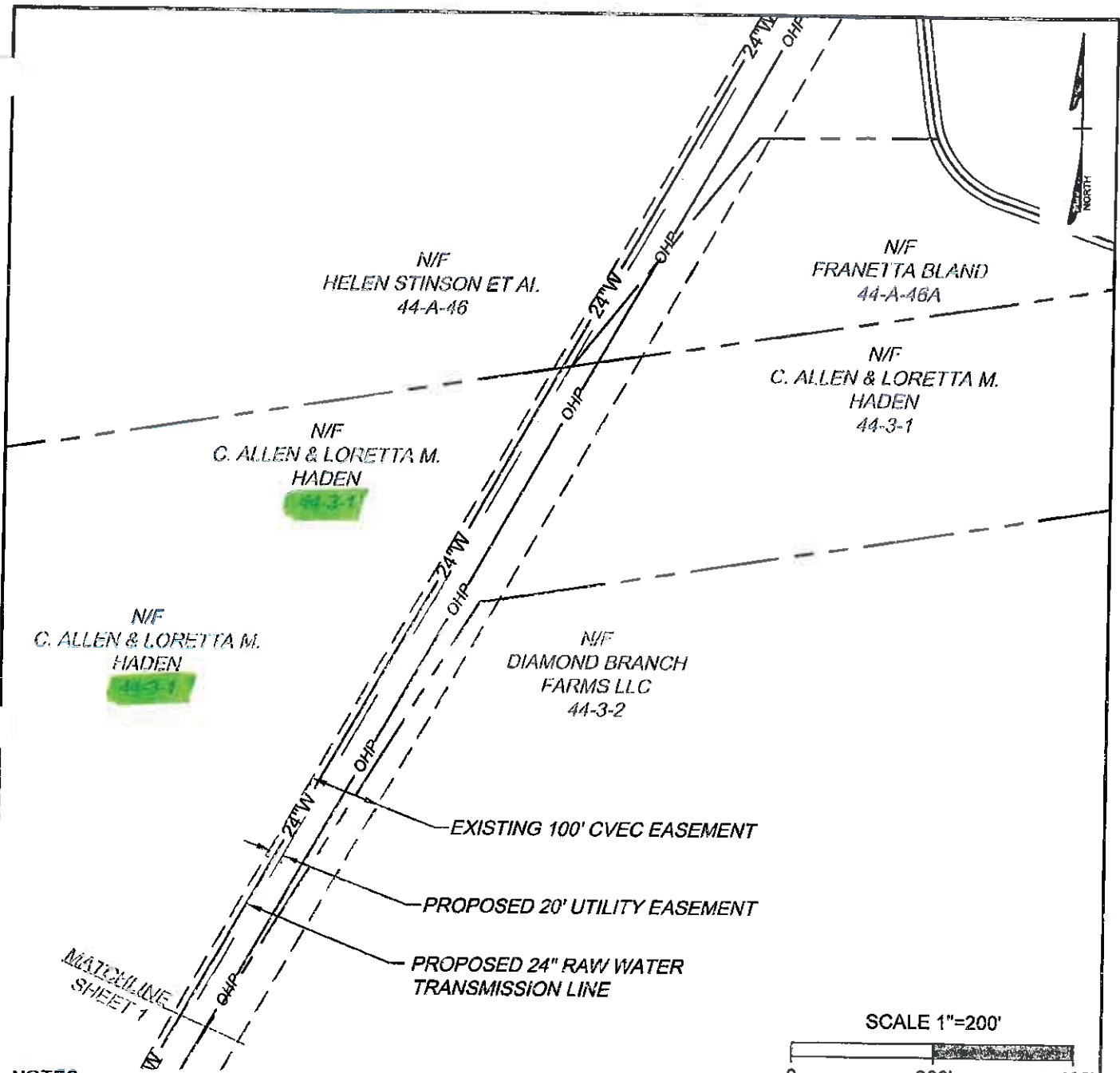
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-A-46A**

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-3-1**

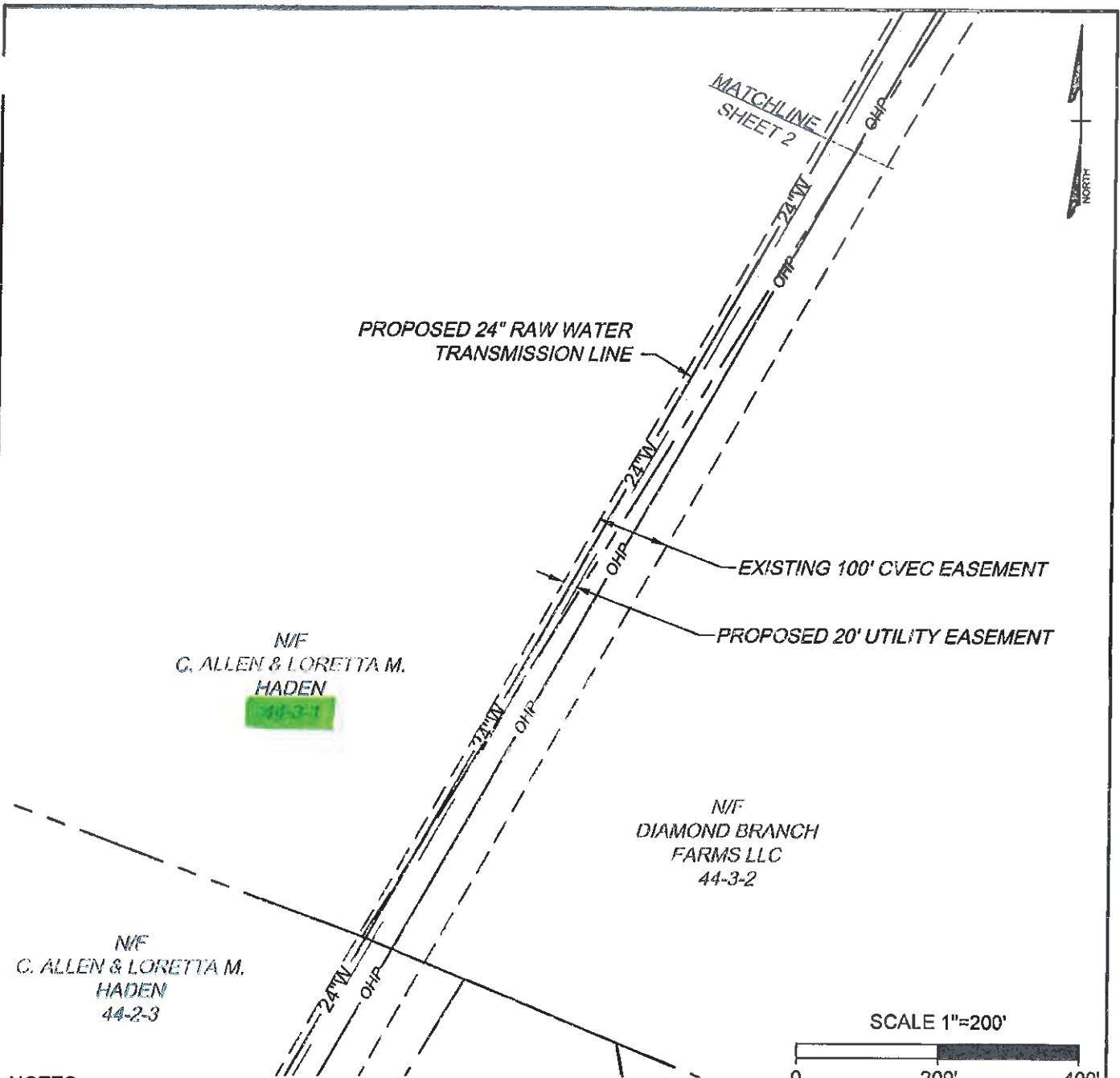
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COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 200'
Sheet 2 of 2	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS







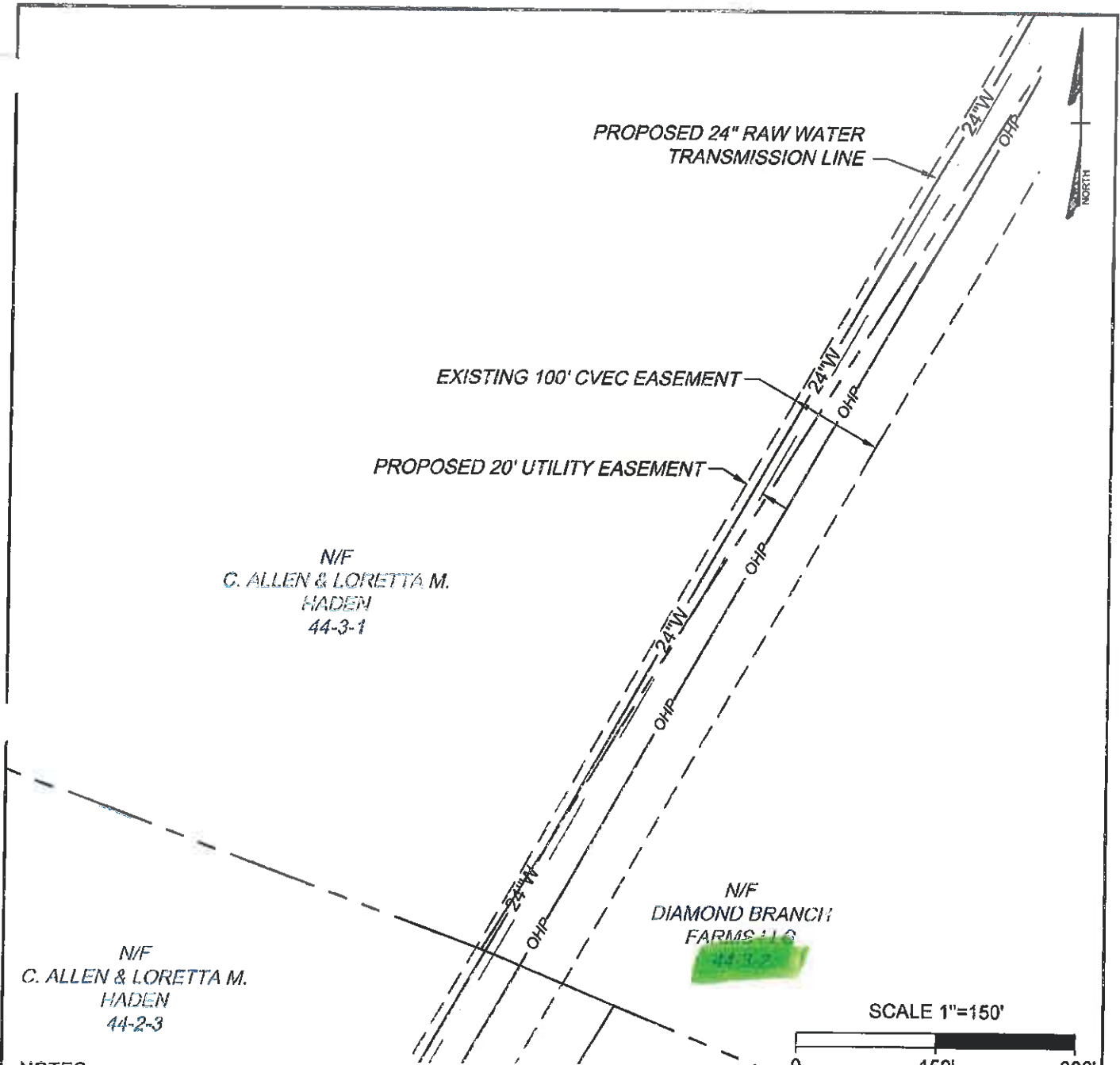
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-3-1**

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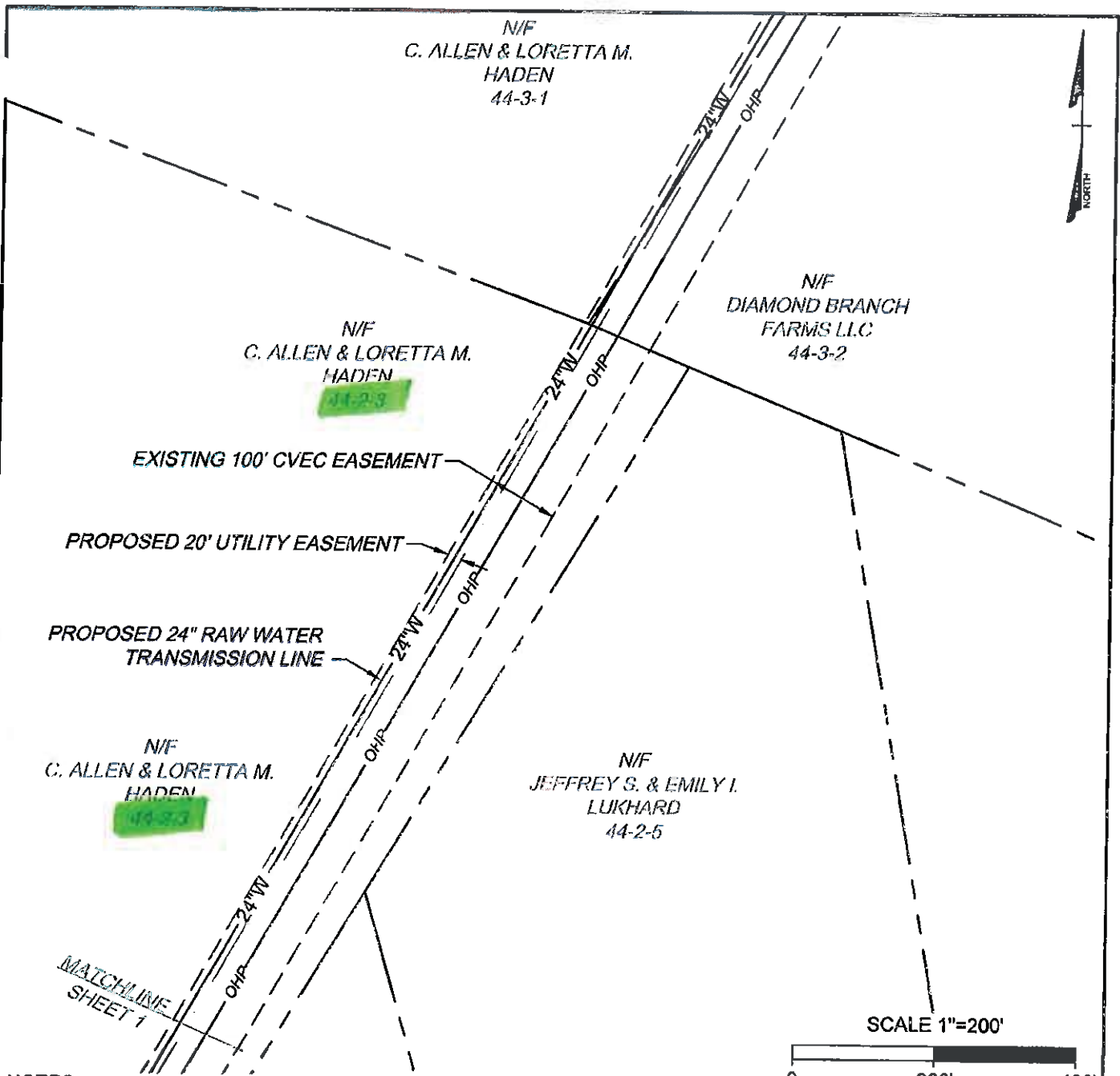
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-3-2**

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		Sheet 1 of 1	J.N.: 33973
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-2-3**

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Date: 06/11/2015

1" = 200'

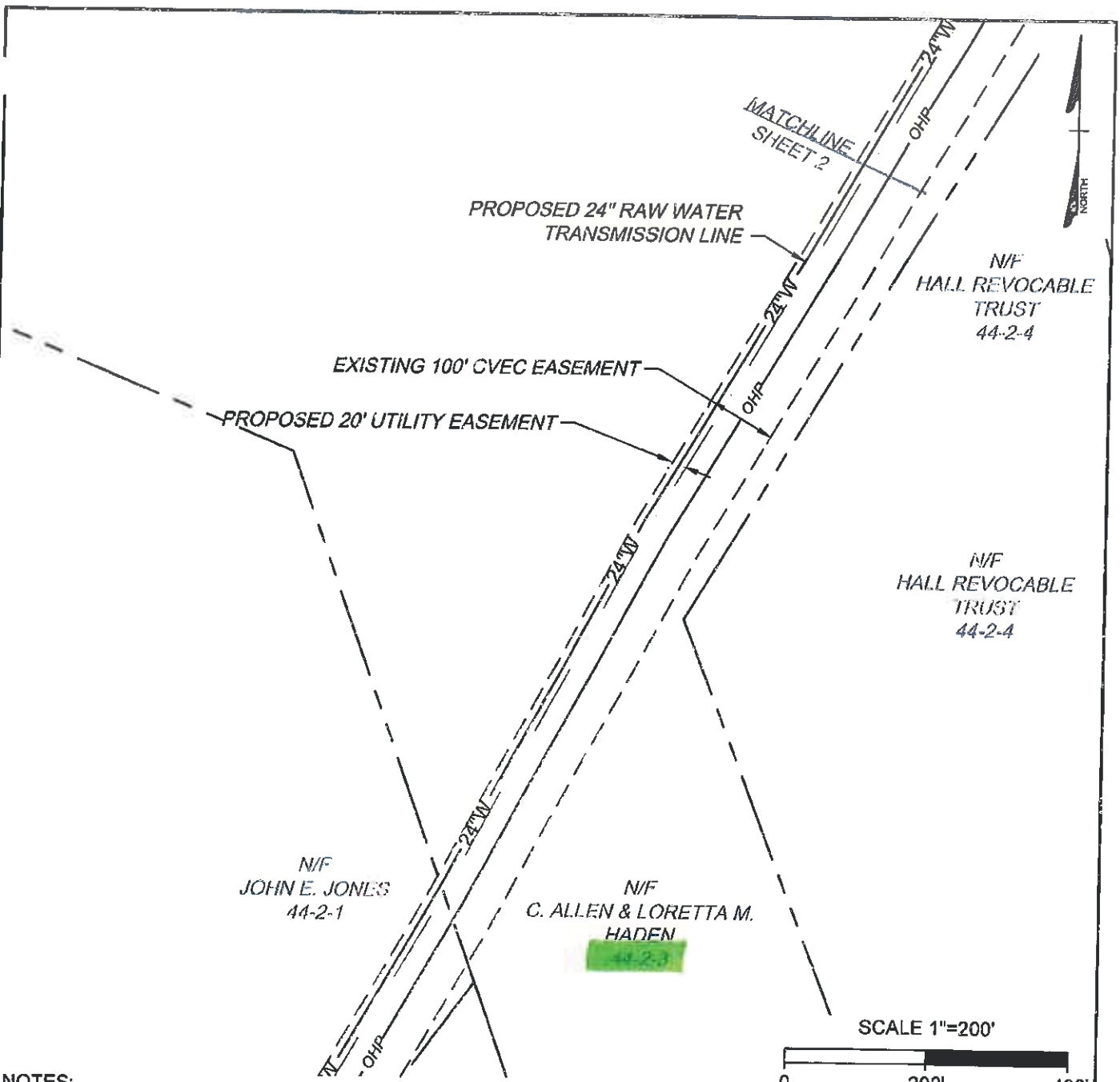
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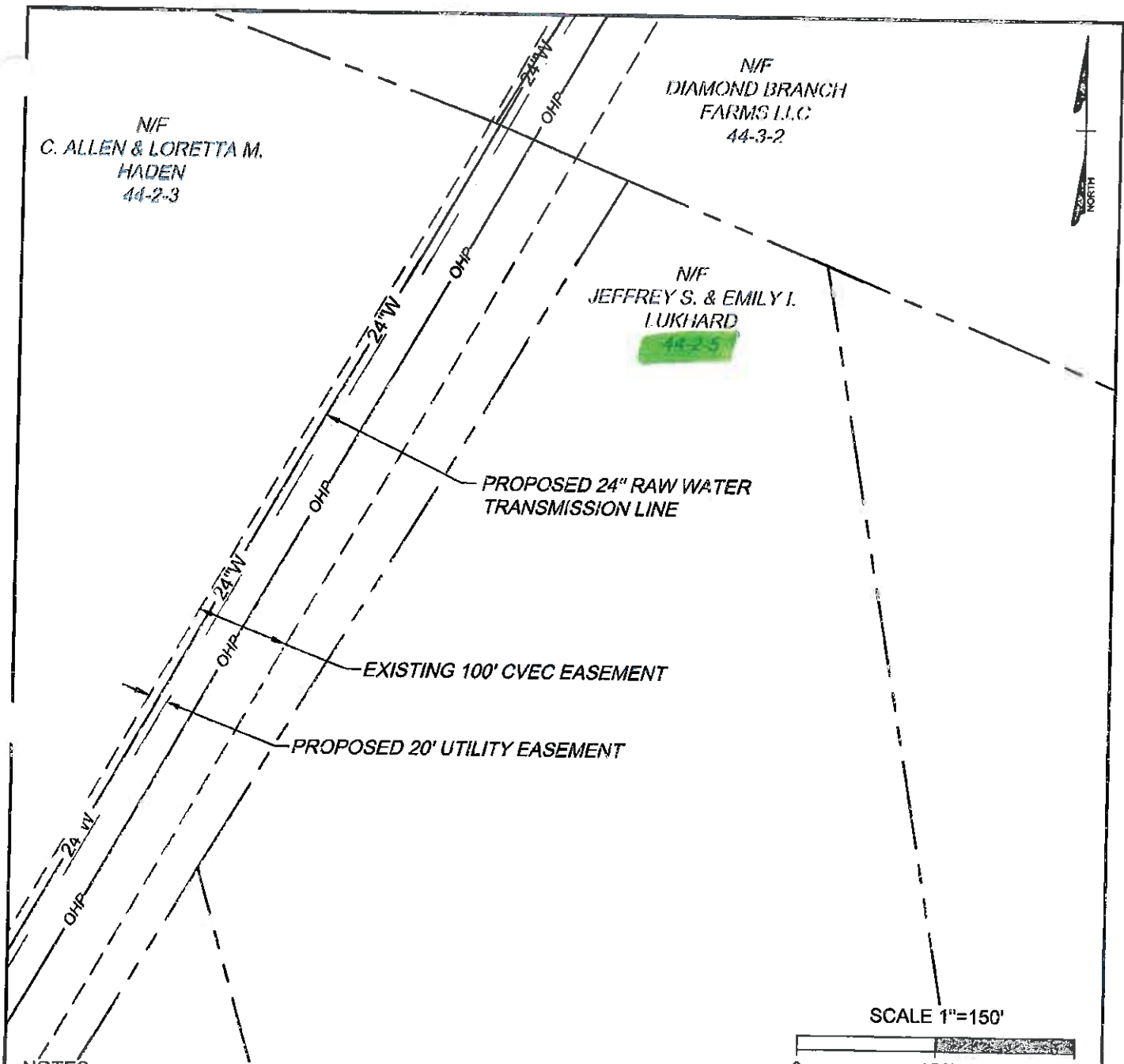
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-2-3**

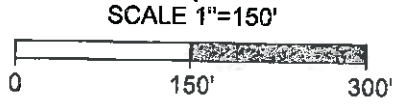
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-2-5**

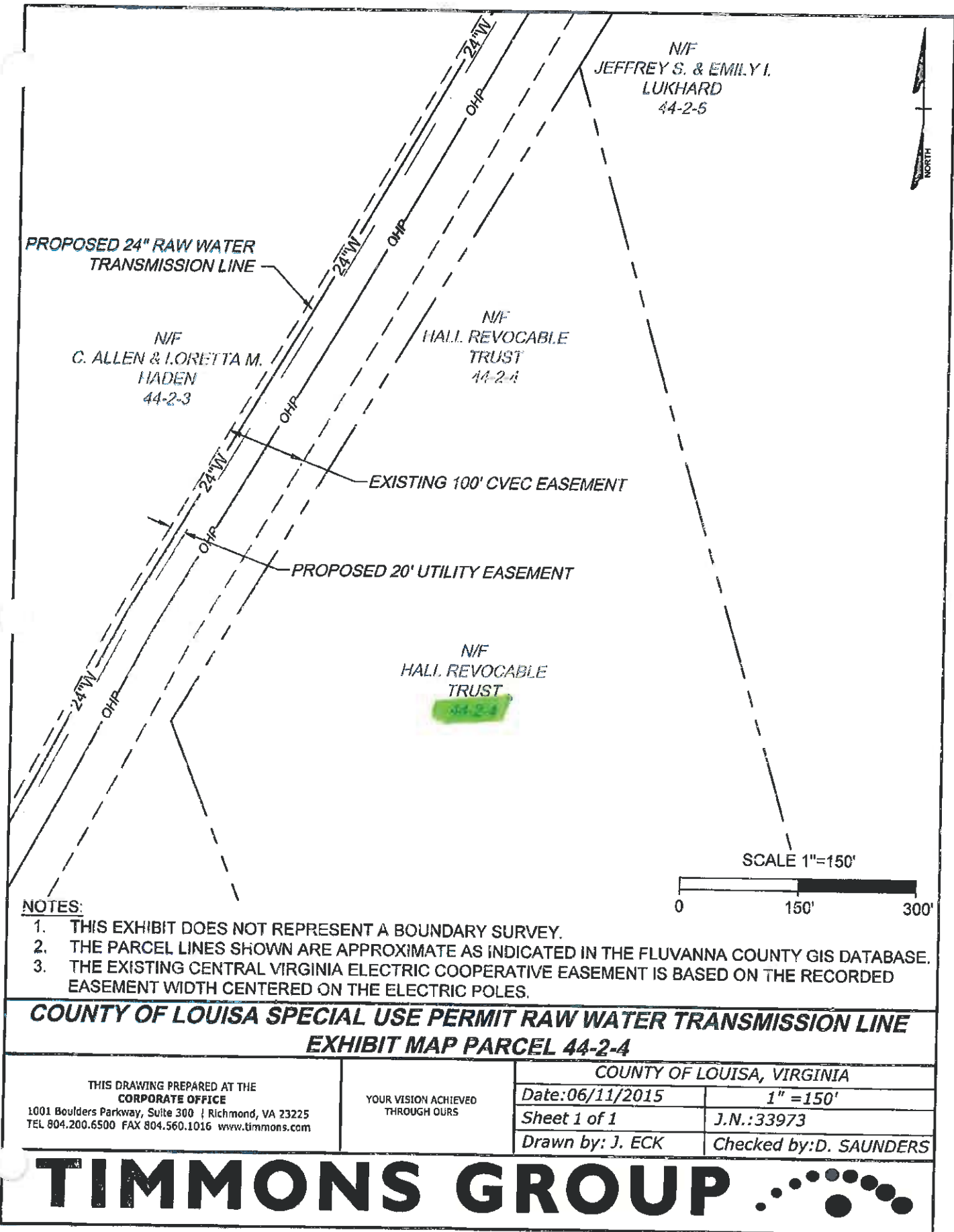
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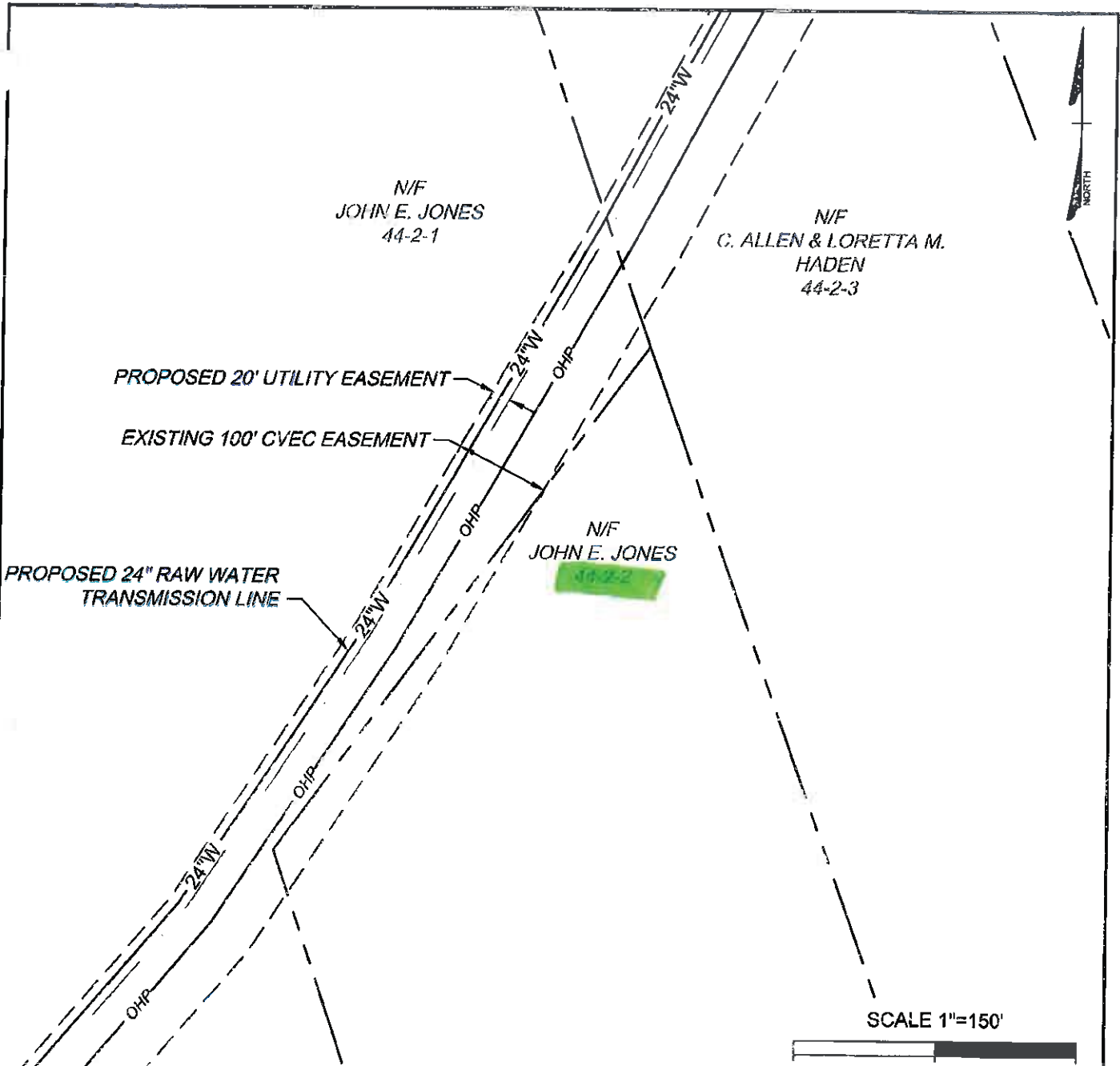
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-2-4**

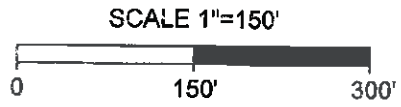
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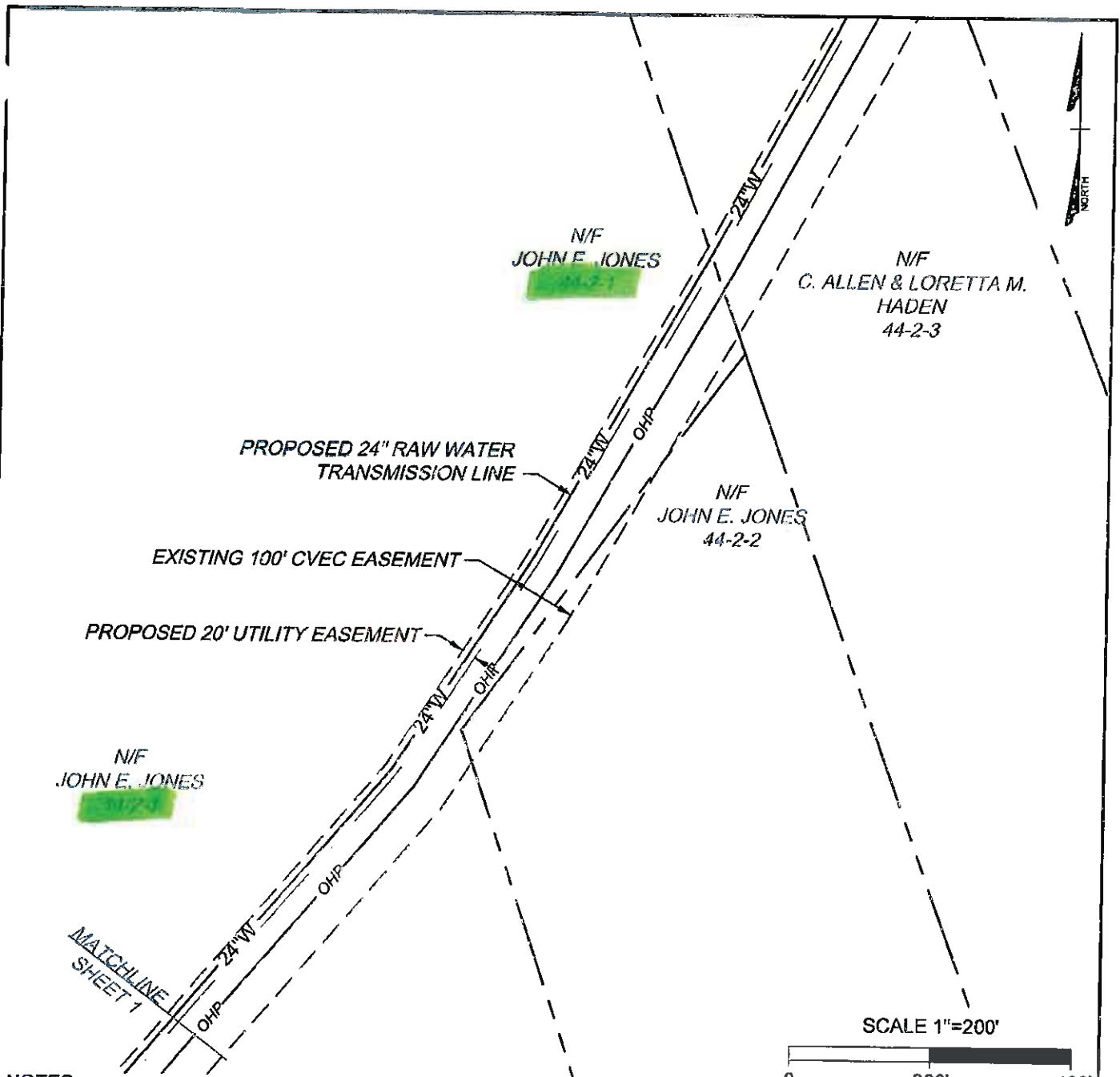
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-2-2**

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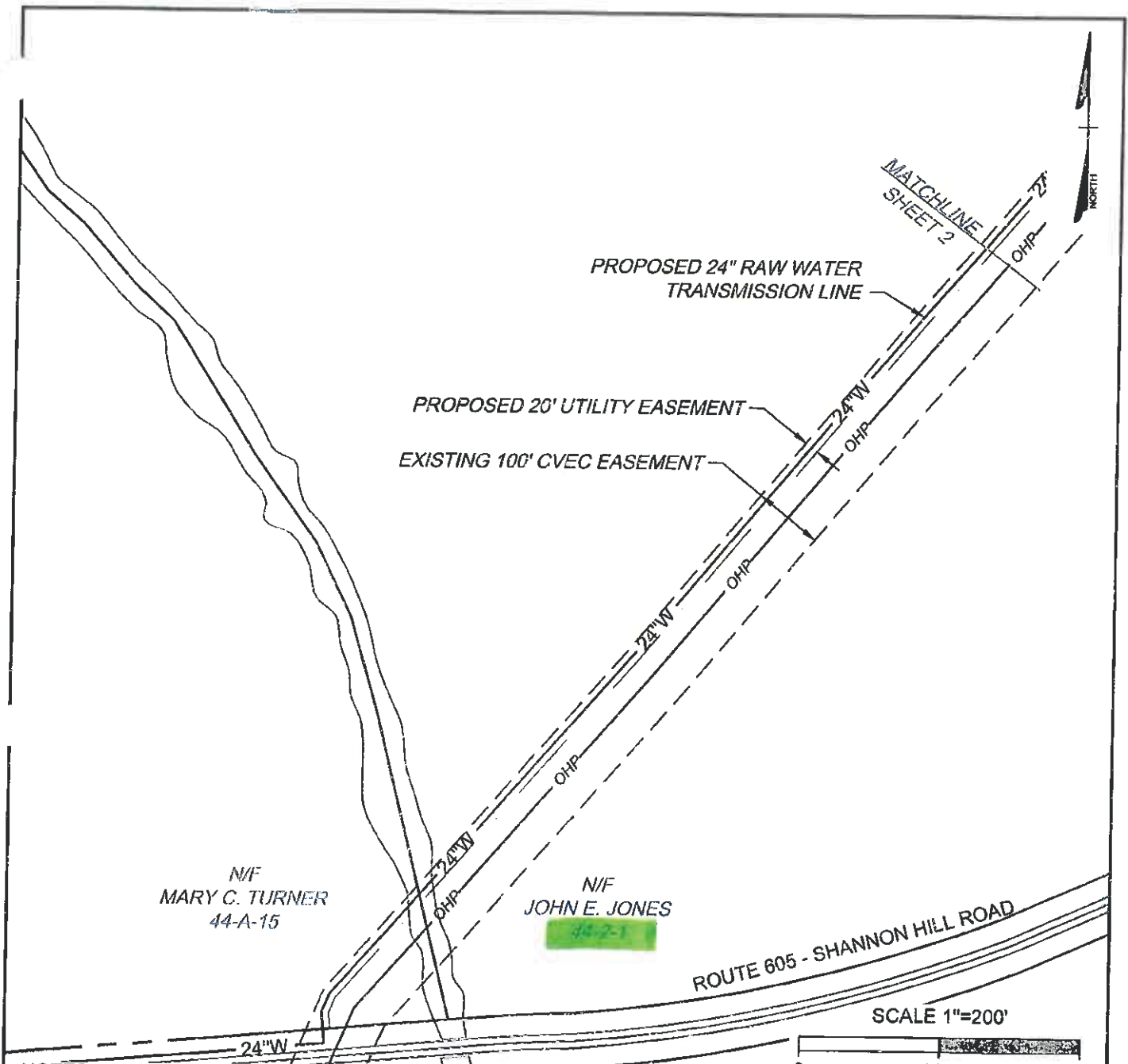
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-2-1**

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-2-1**

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Date: 06/11/2015

1" = 200'

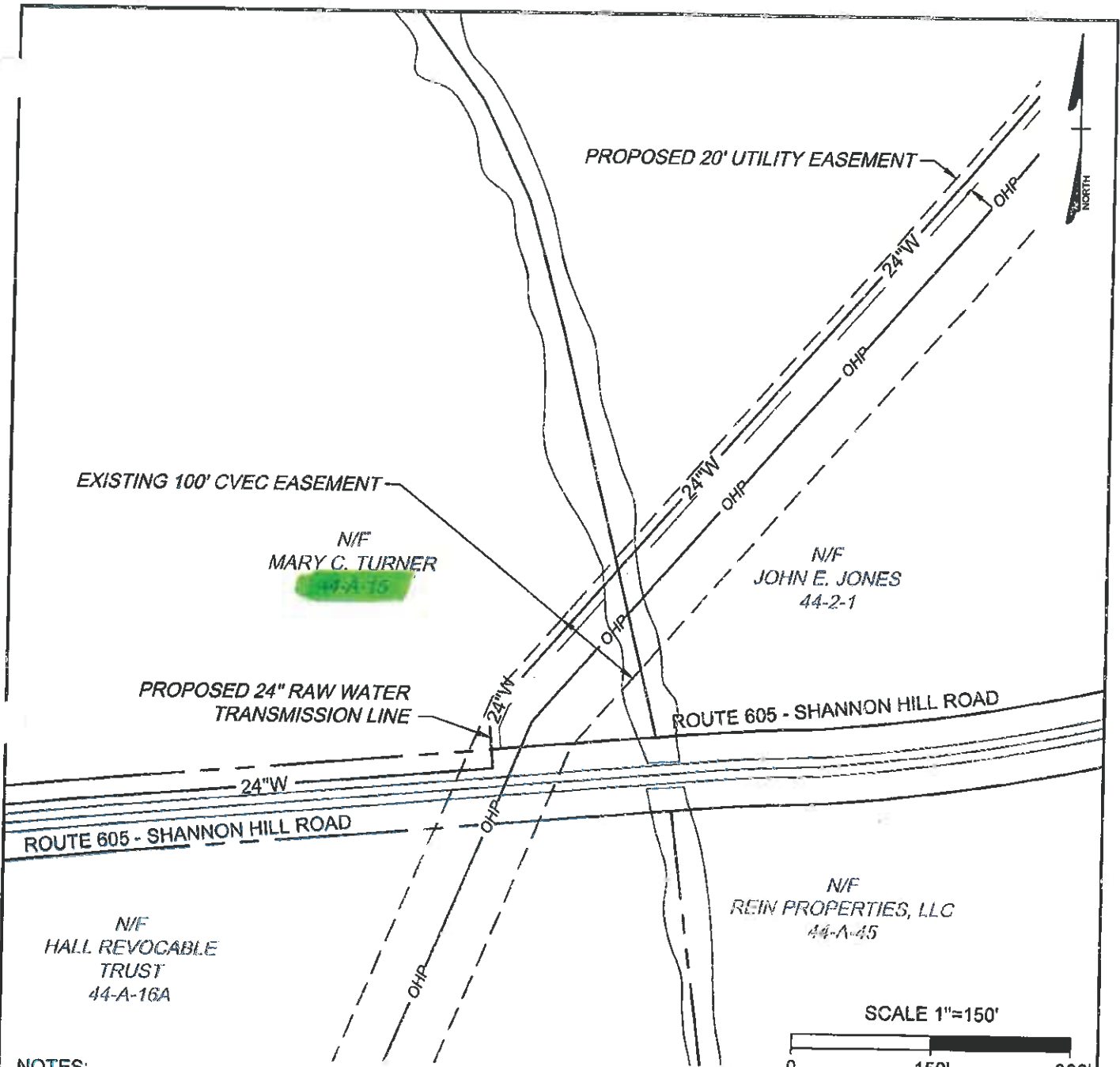
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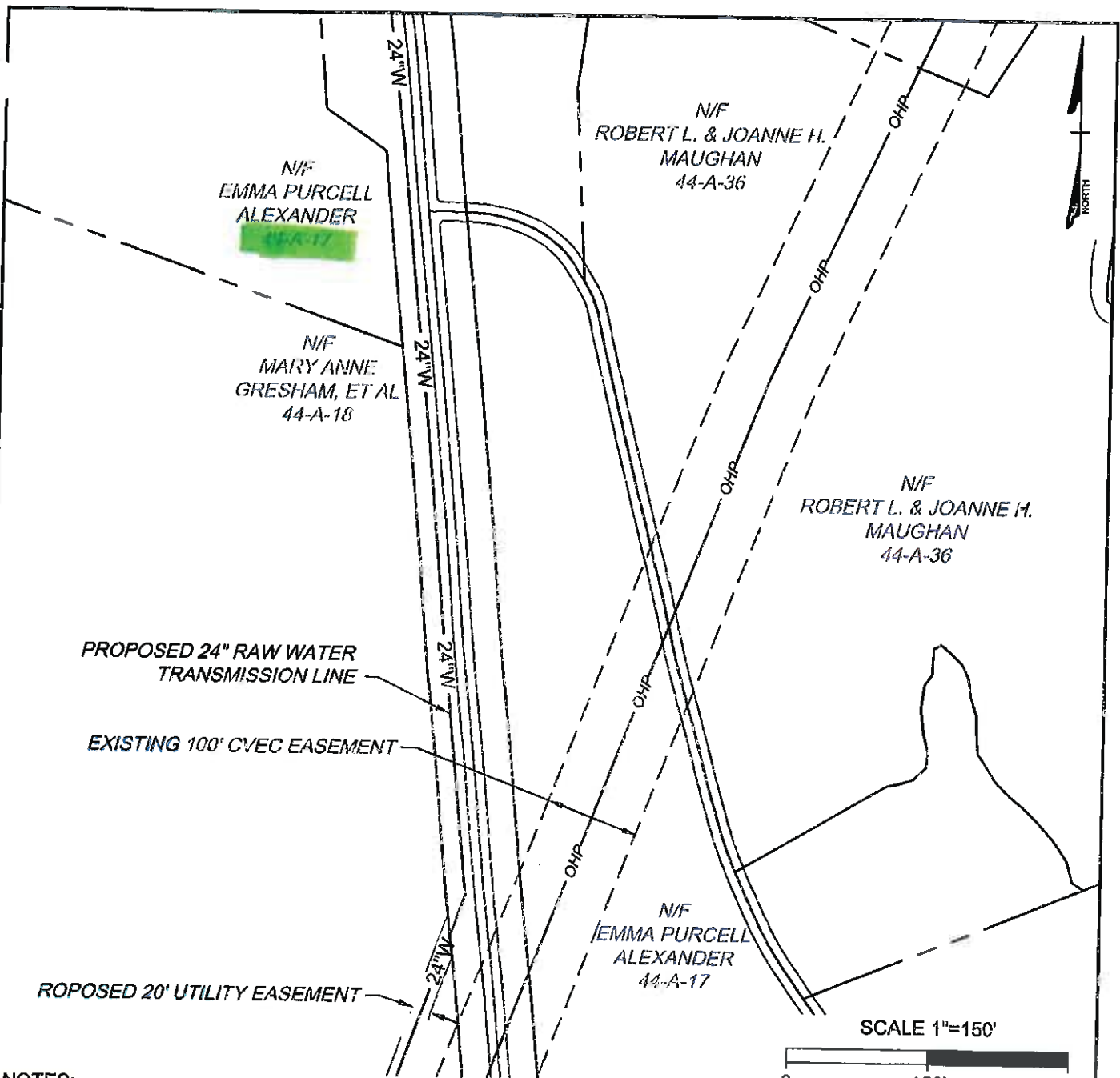
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-A-15**

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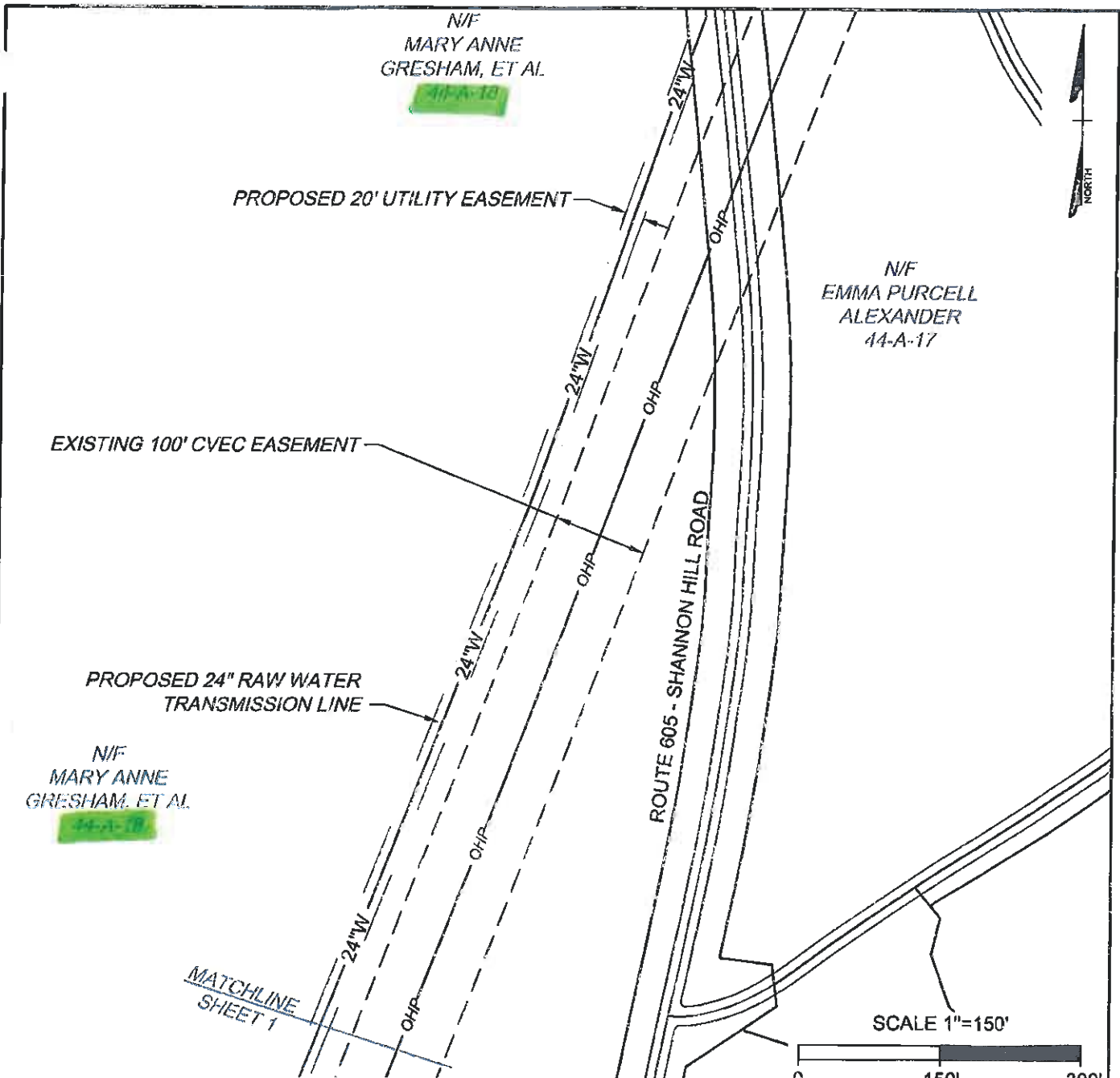
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-A-17**

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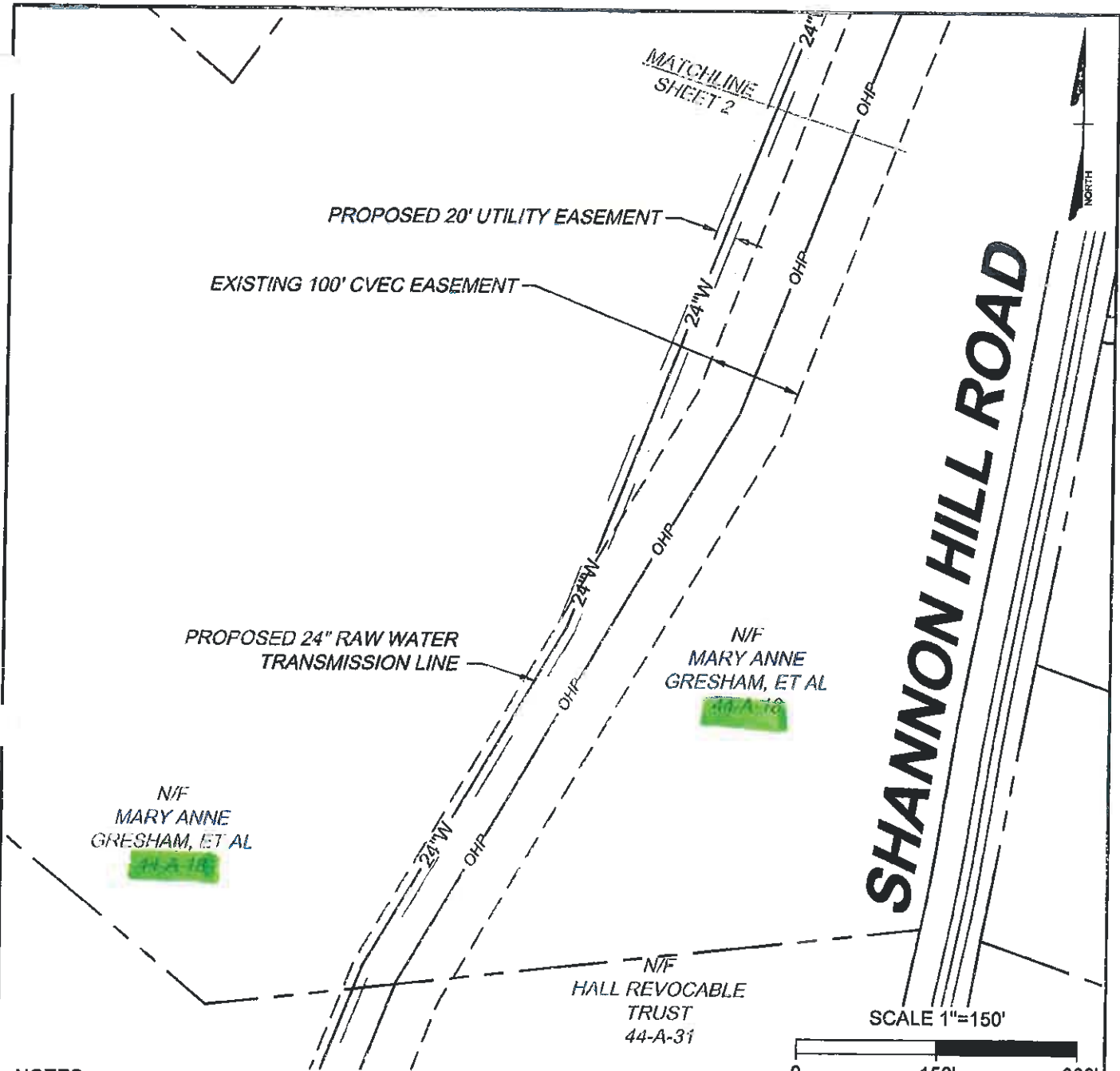
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-A-18**

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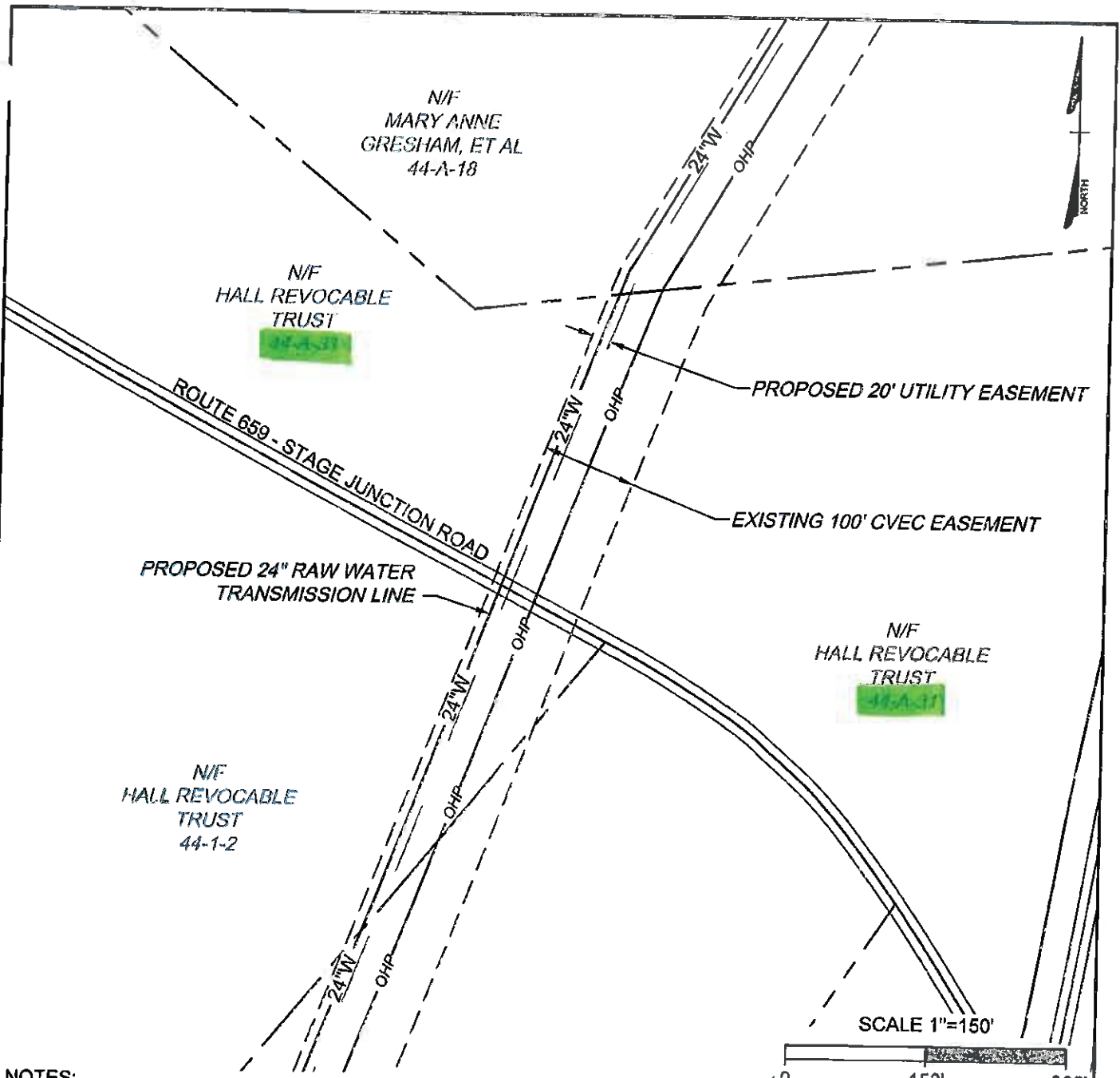
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-A-18**

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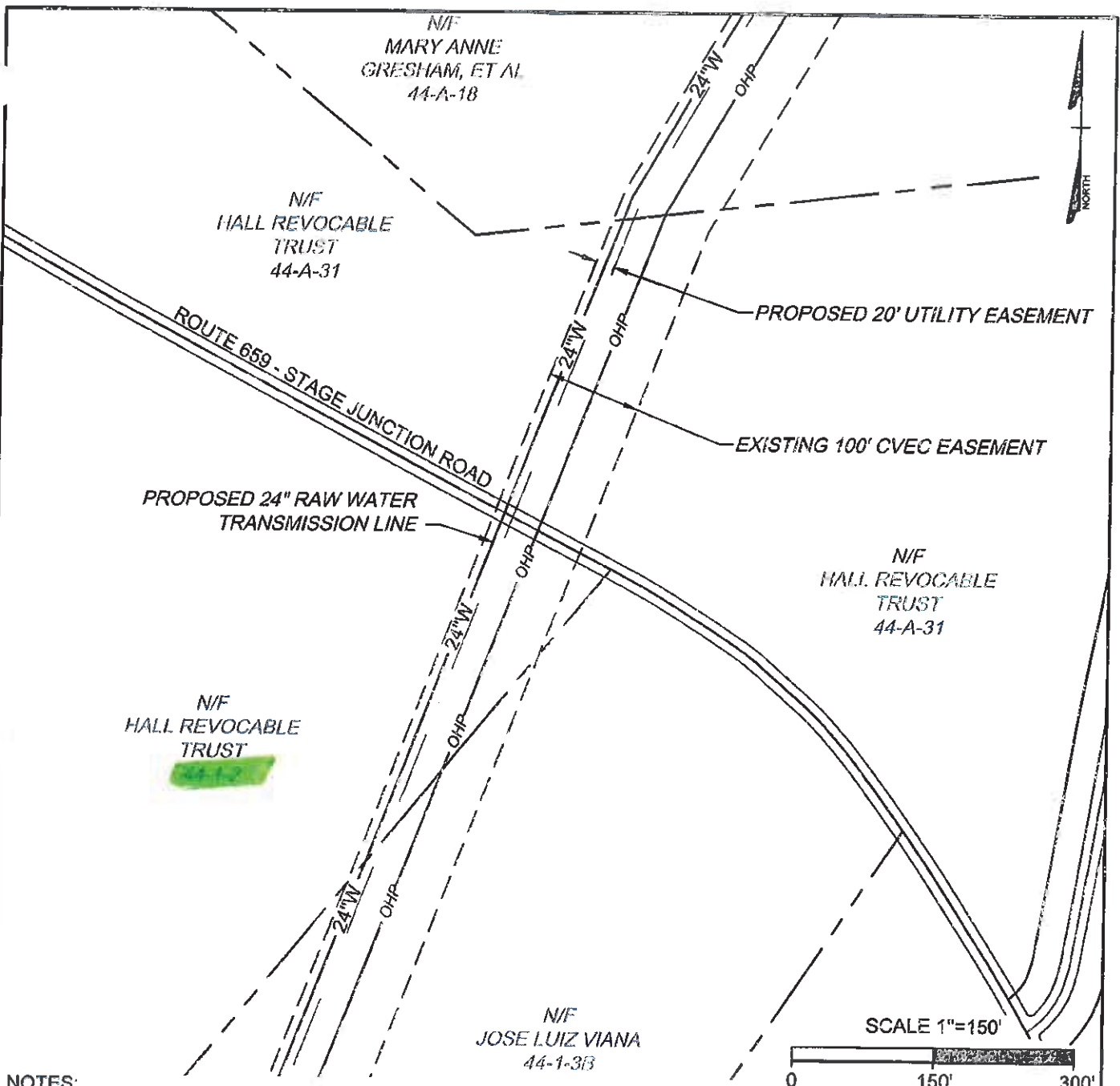
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-A-31**

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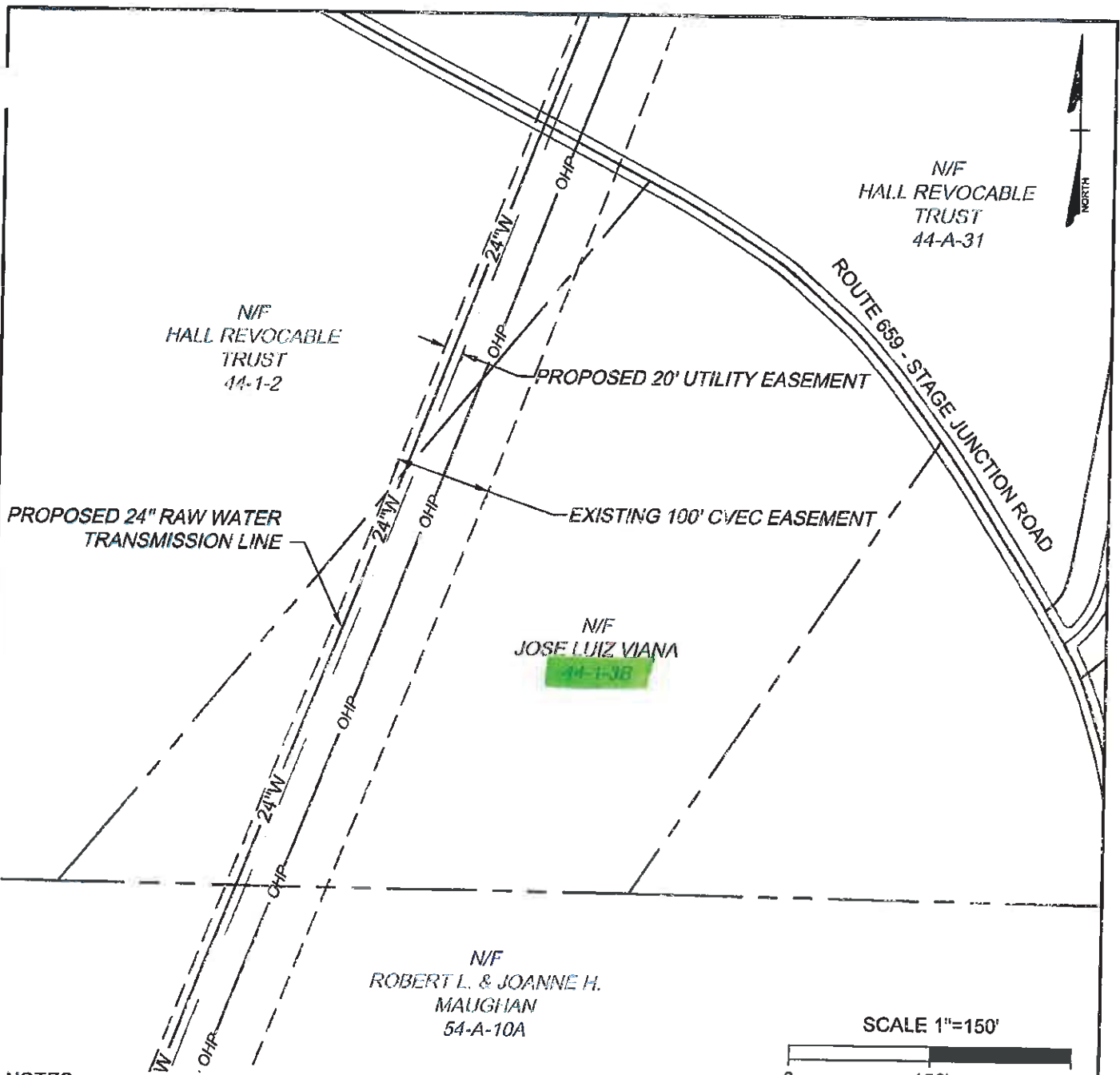
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-1-2**

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Date: 06/11/2015	1" = 150'
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-1-3B**

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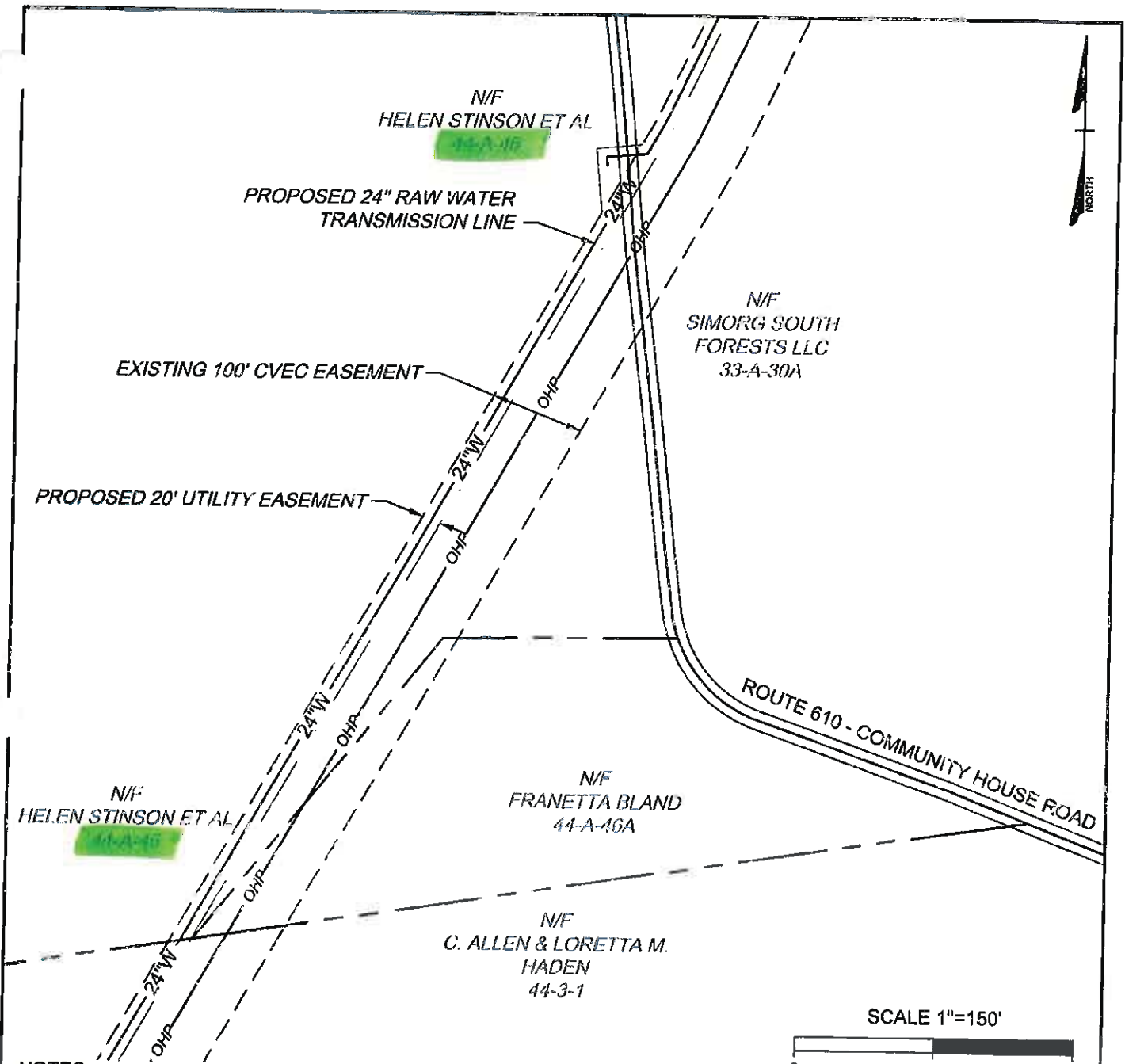
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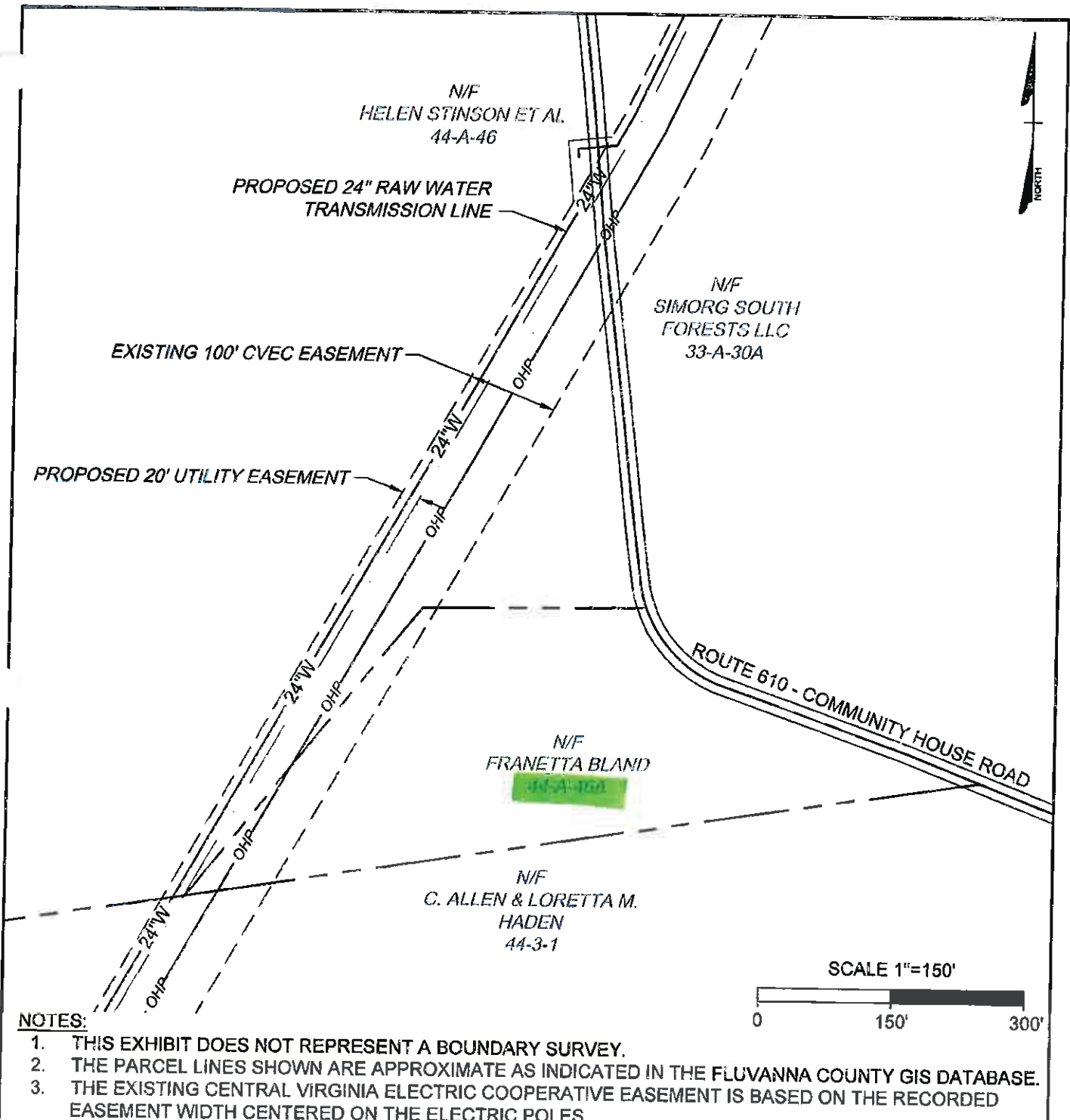
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-A-46**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

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 AUG 05 2015



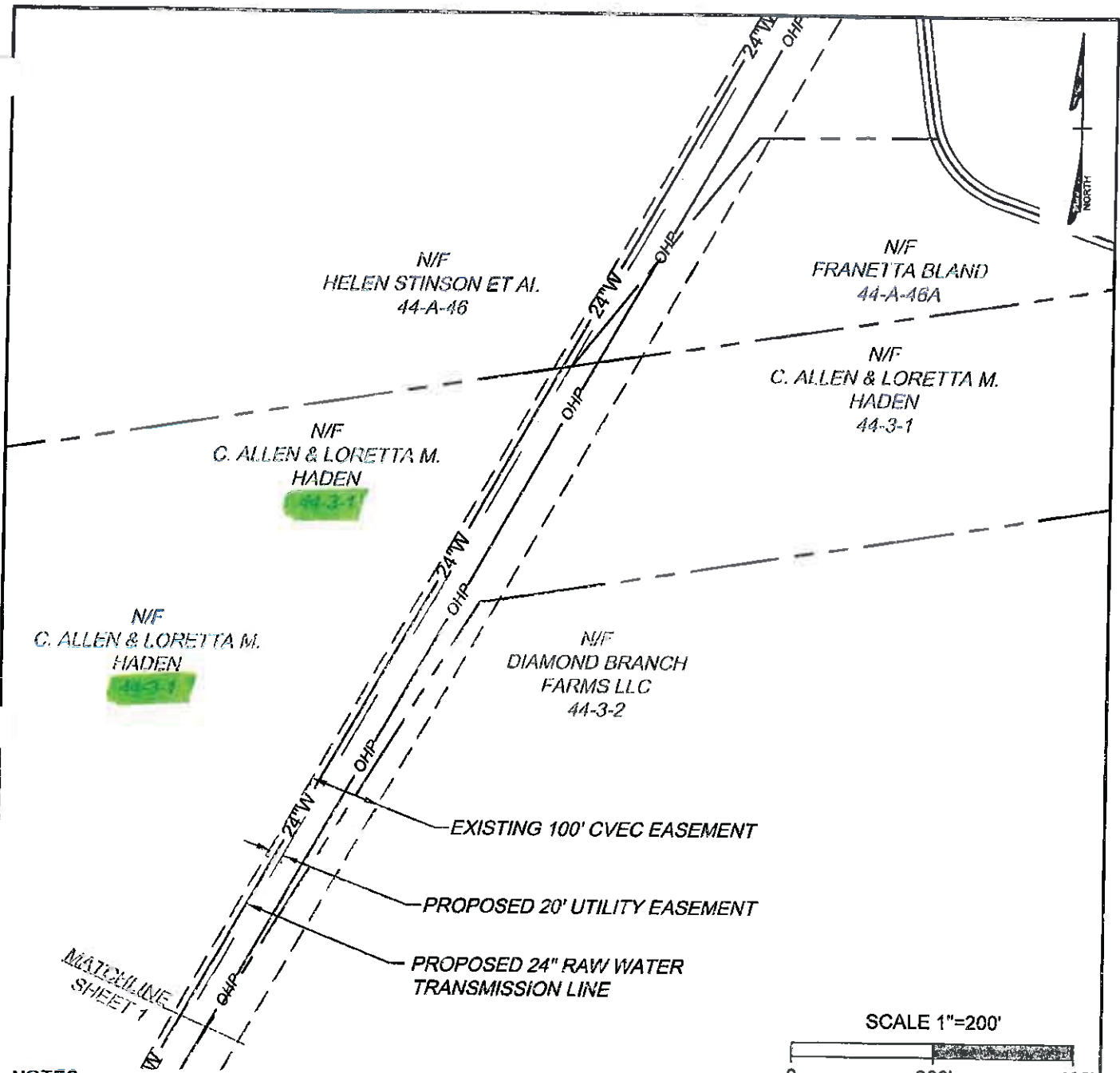
**NOTES:**

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-A-46A**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





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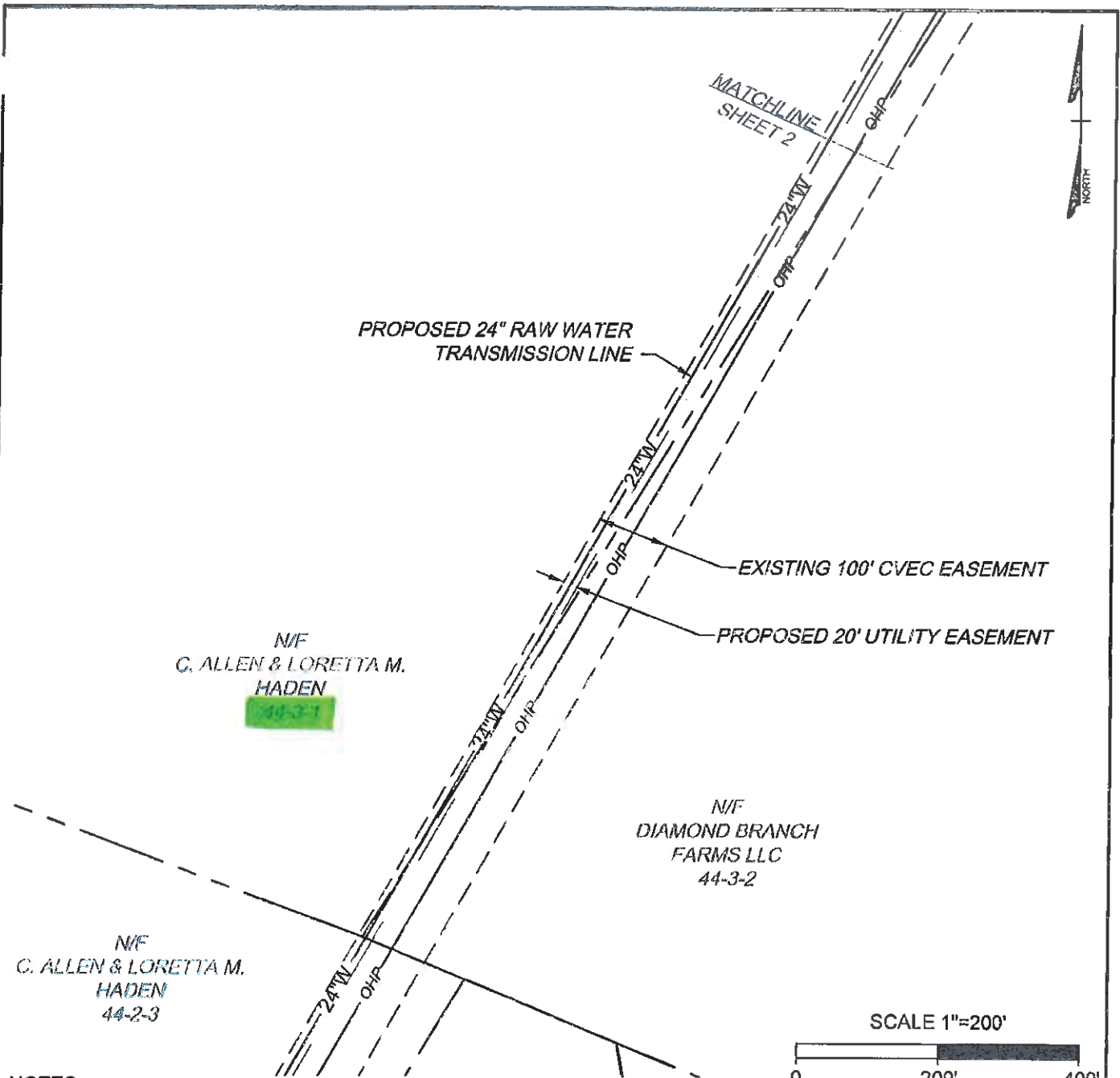
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-3-1**

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COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 200'
Sheet 2 of 2	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





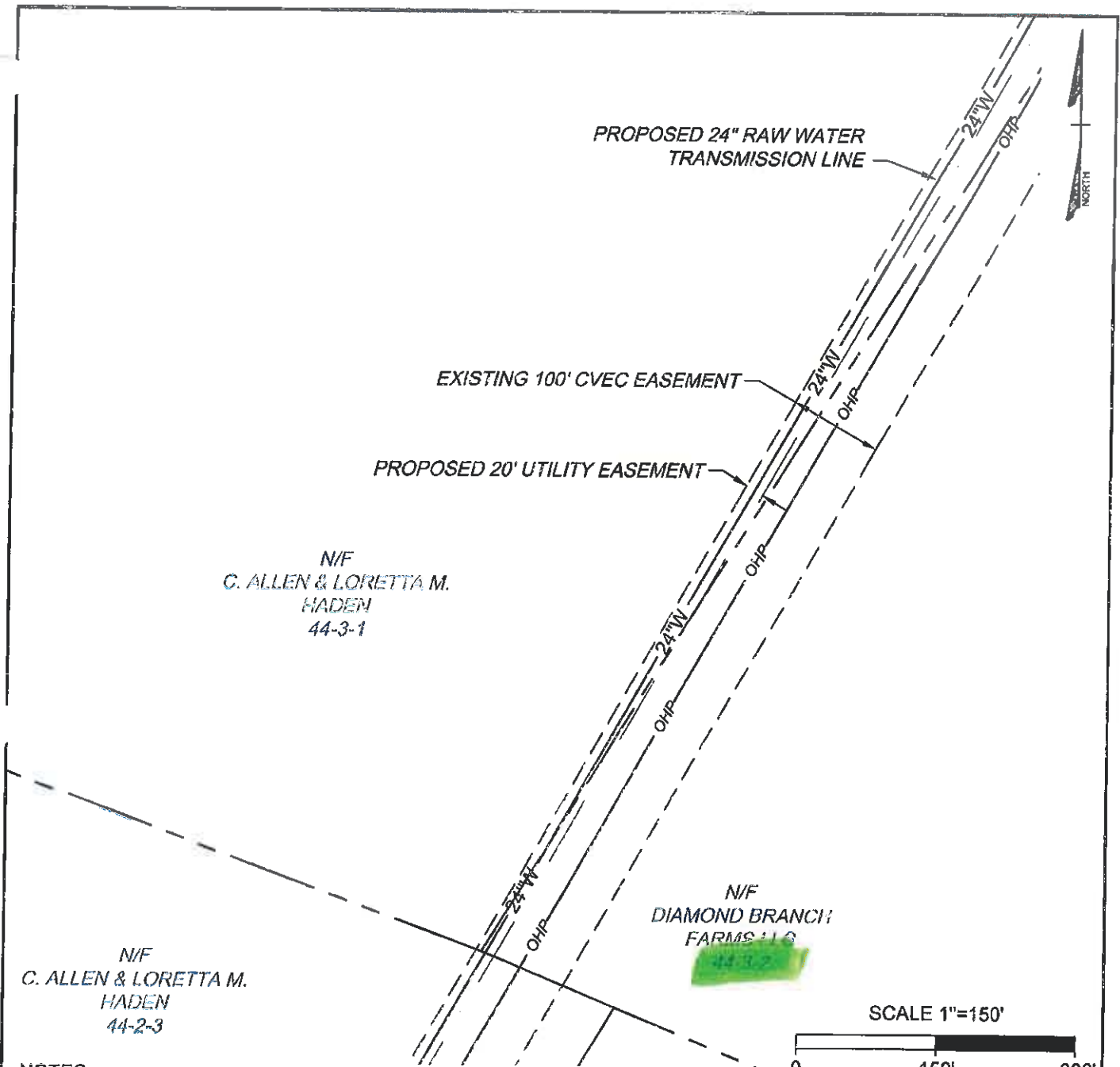
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-3-1**

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		Date: 06/11/2015	1" = 200'
		Sheet 1 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





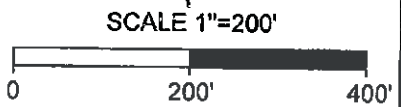
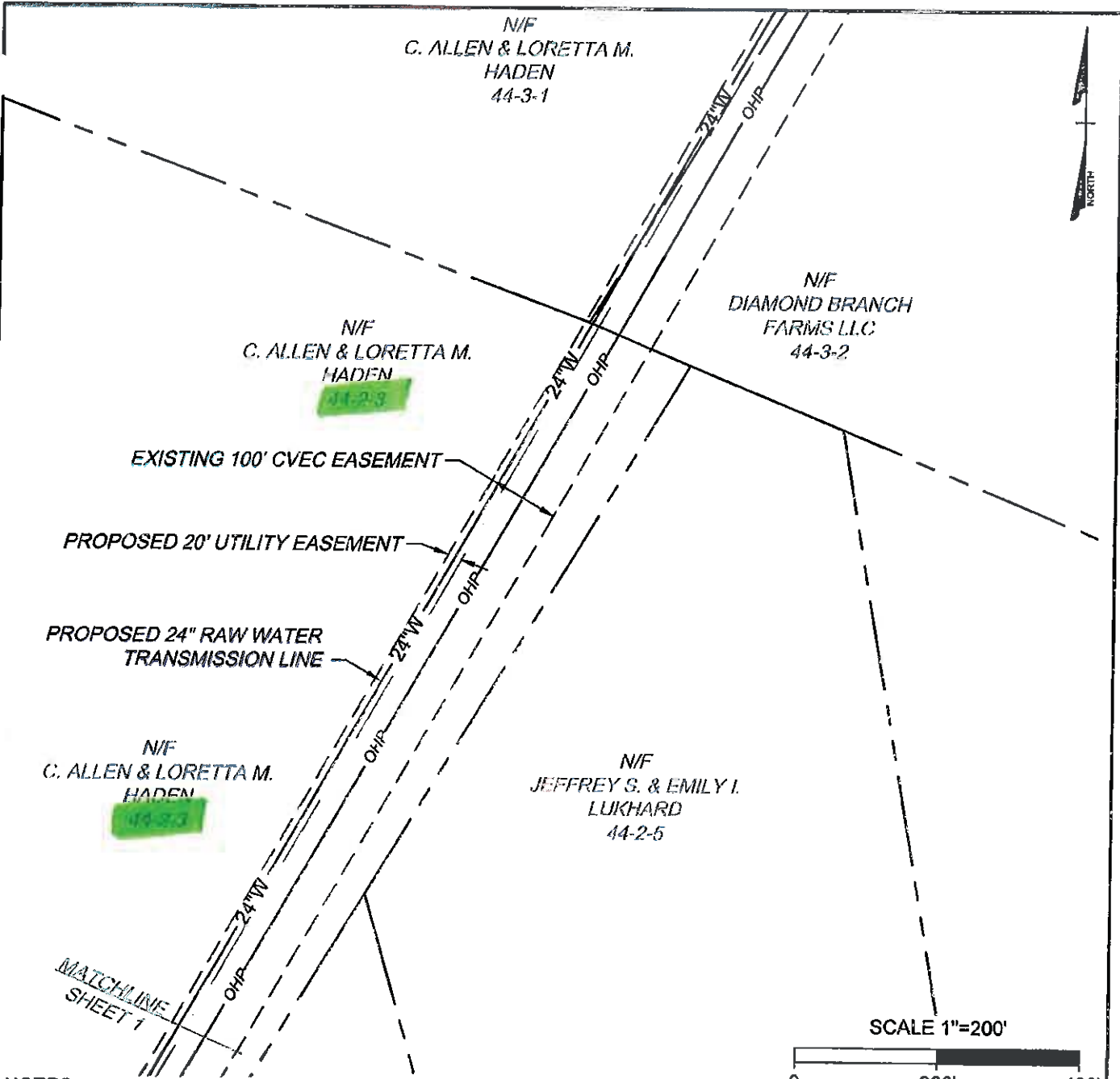
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-3-2**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





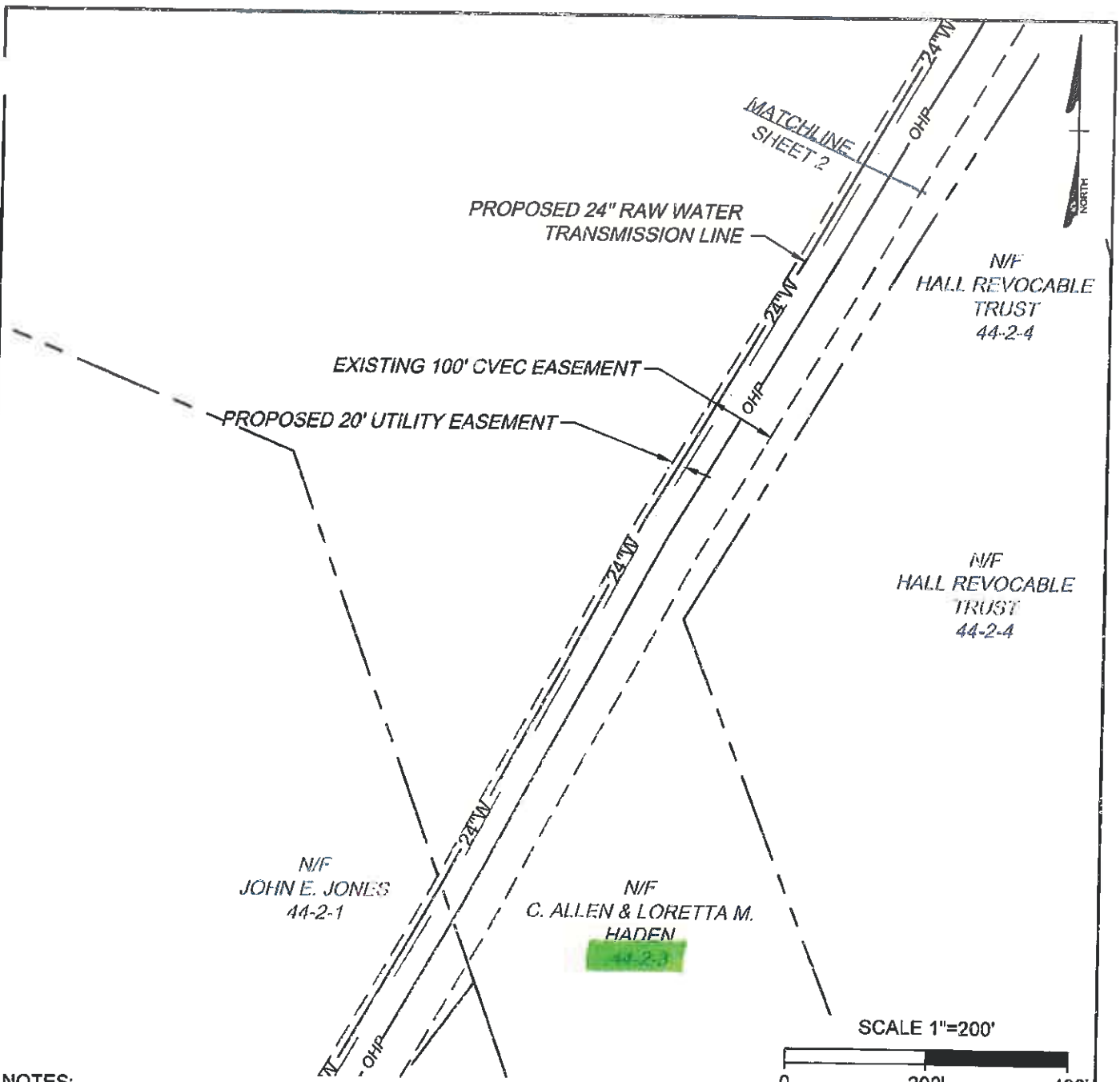
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-2-3**

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		Date: 06/11/2015	1" = 200'
		Sheet 2 of 2	J.N.: 33973
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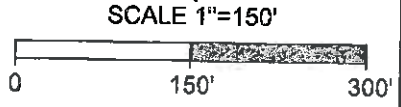
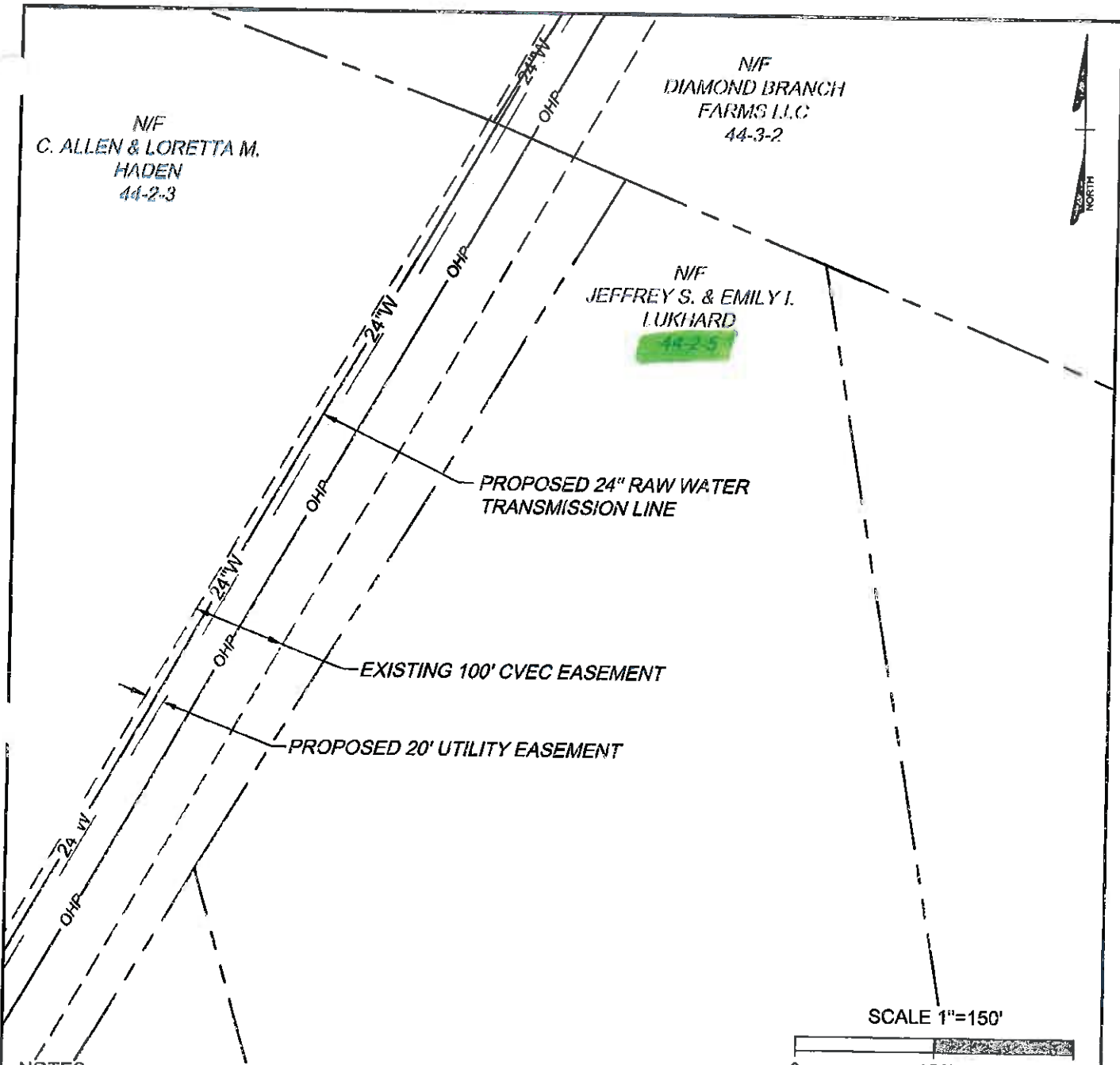
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-2-3**

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-2-5**

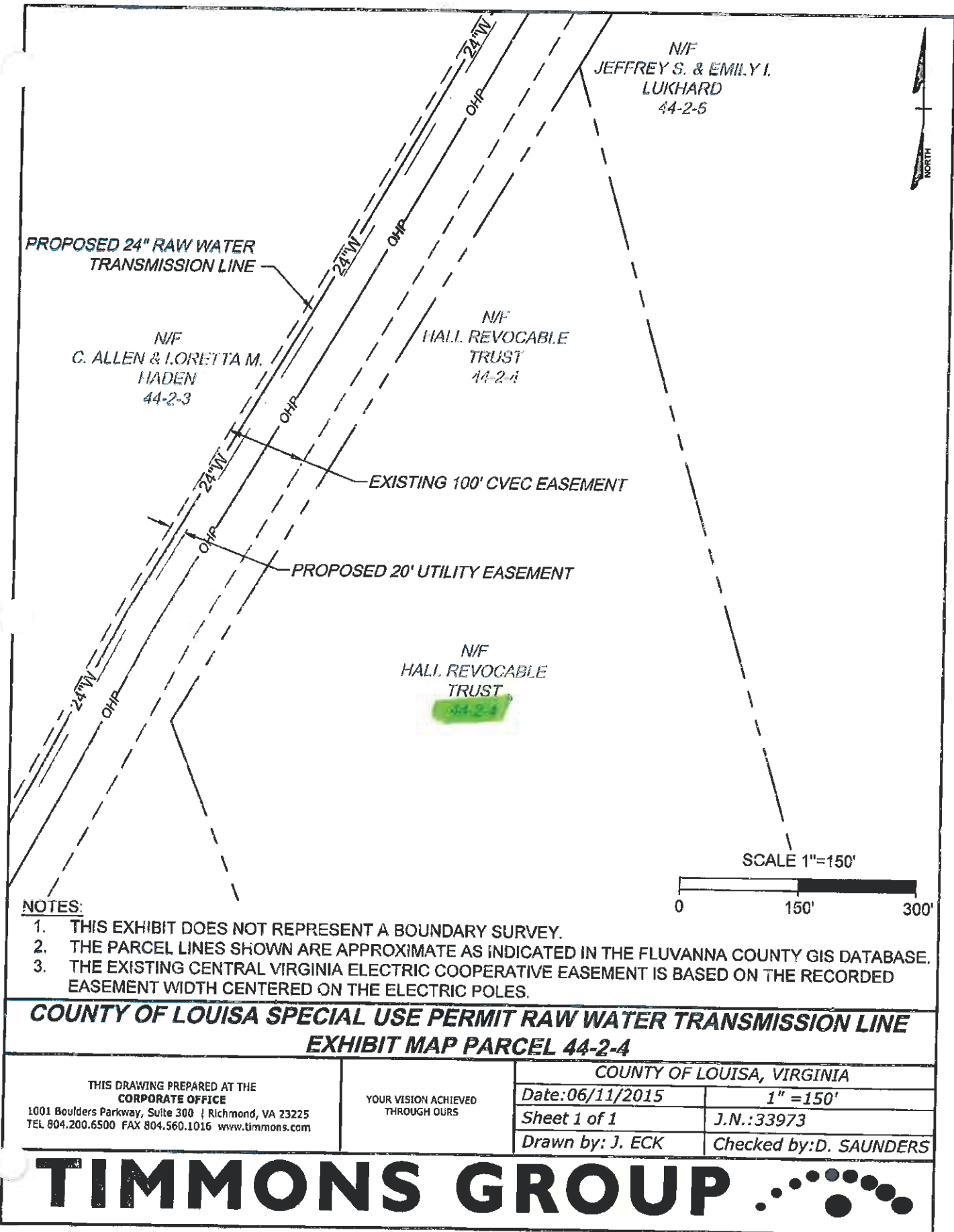
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COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS







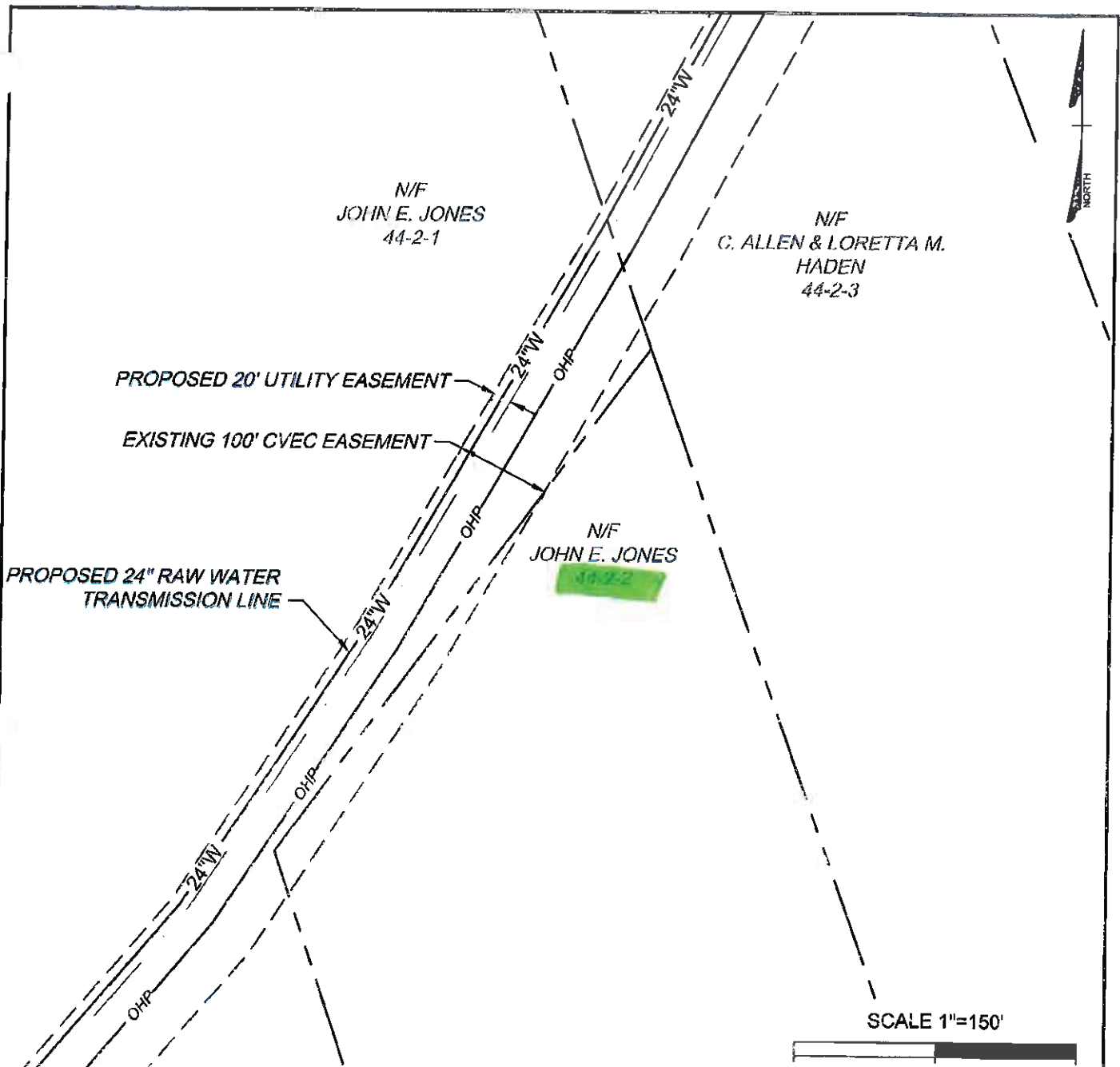
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-2-4**

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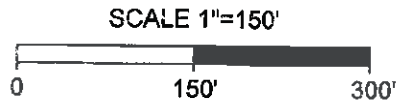
COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





**NOTES:**

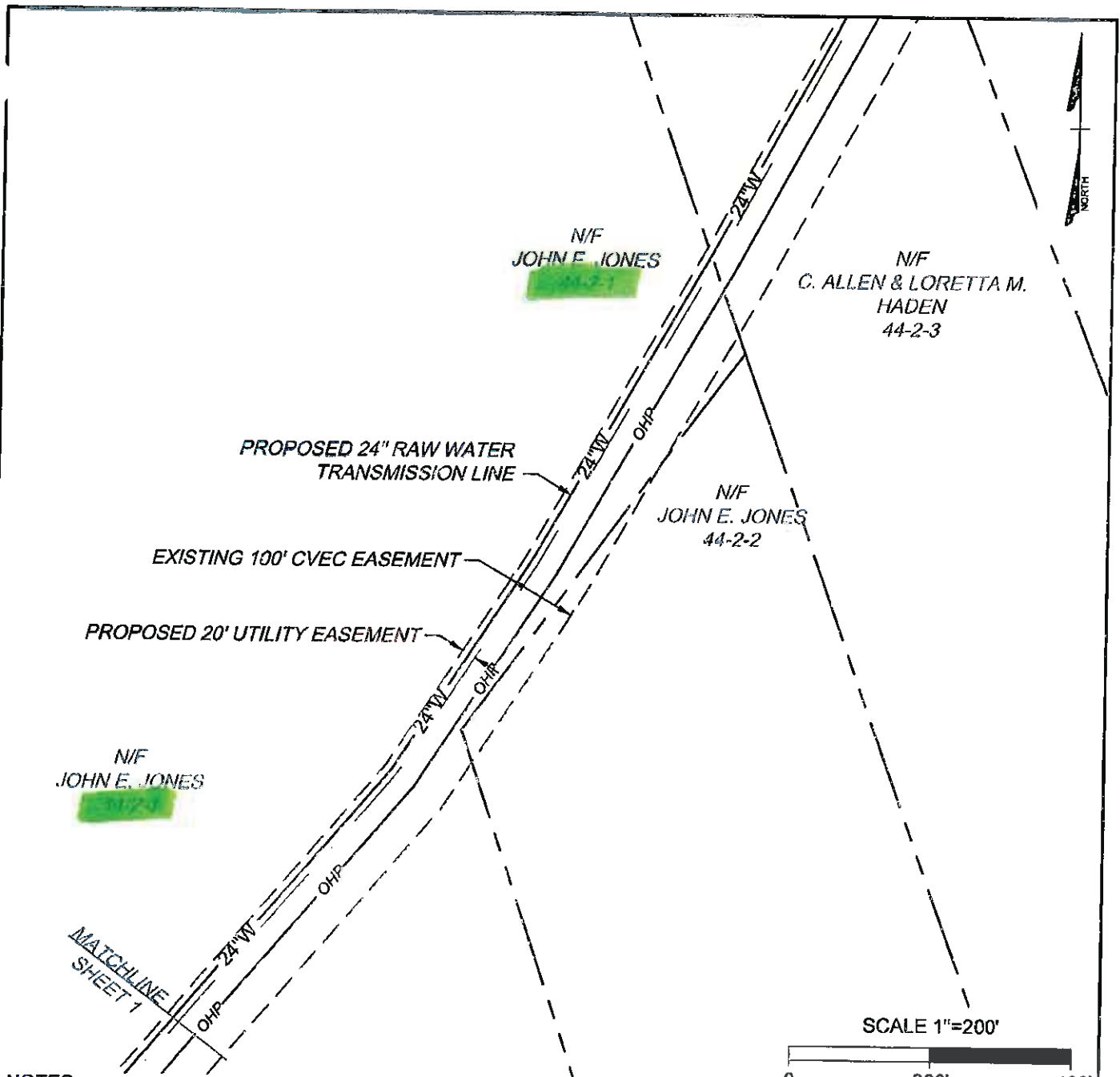
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-2-2**

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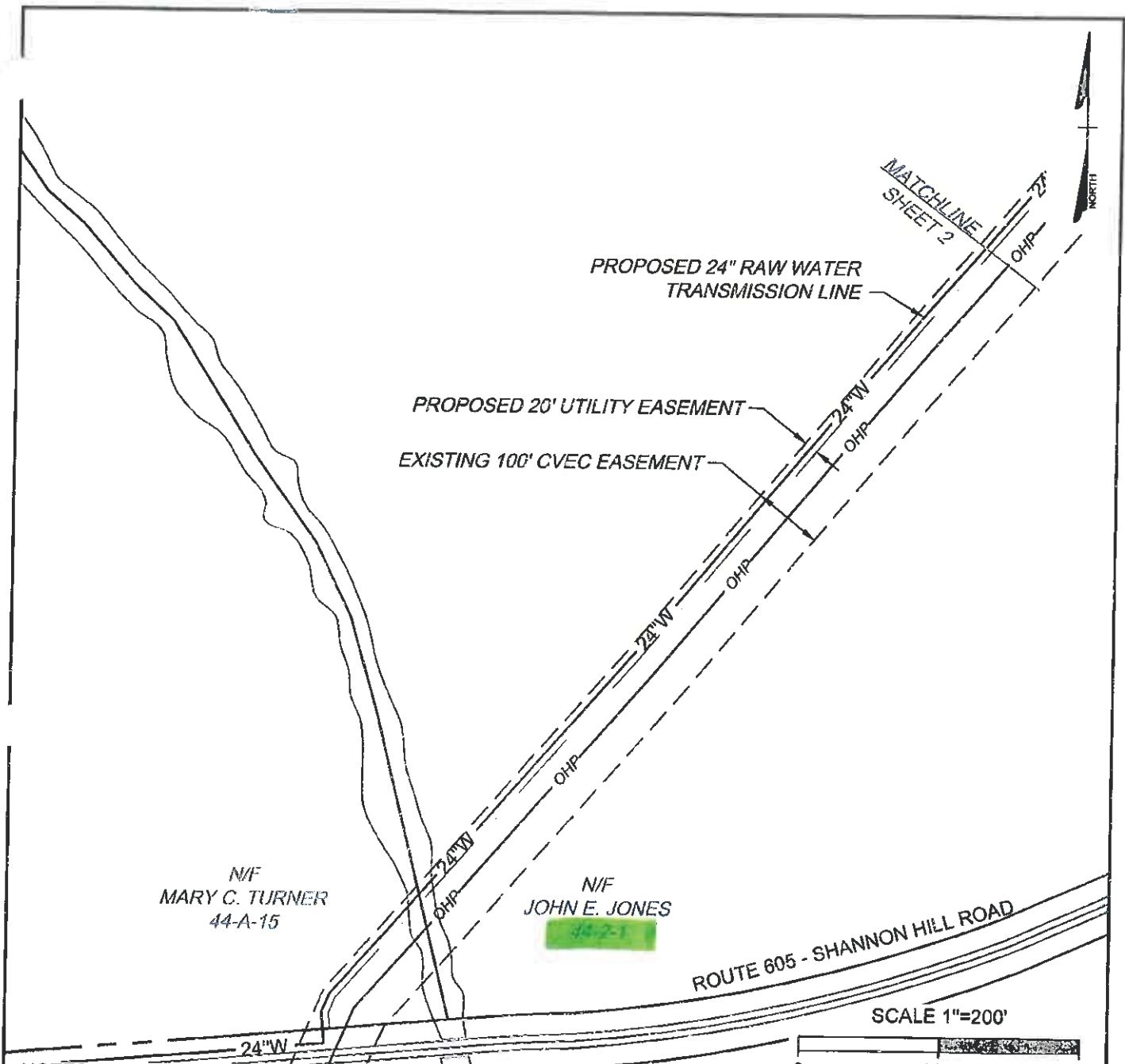
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-2-1**

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		Date: 06/11/2015	1" = 200'
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		Drawn by: J. ECK	Checked by: D. SAUNDERS





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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-2-1**

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COUNTY OF LOUISA, VIRGINIA

Date: 06/11/2015

1" = 200'

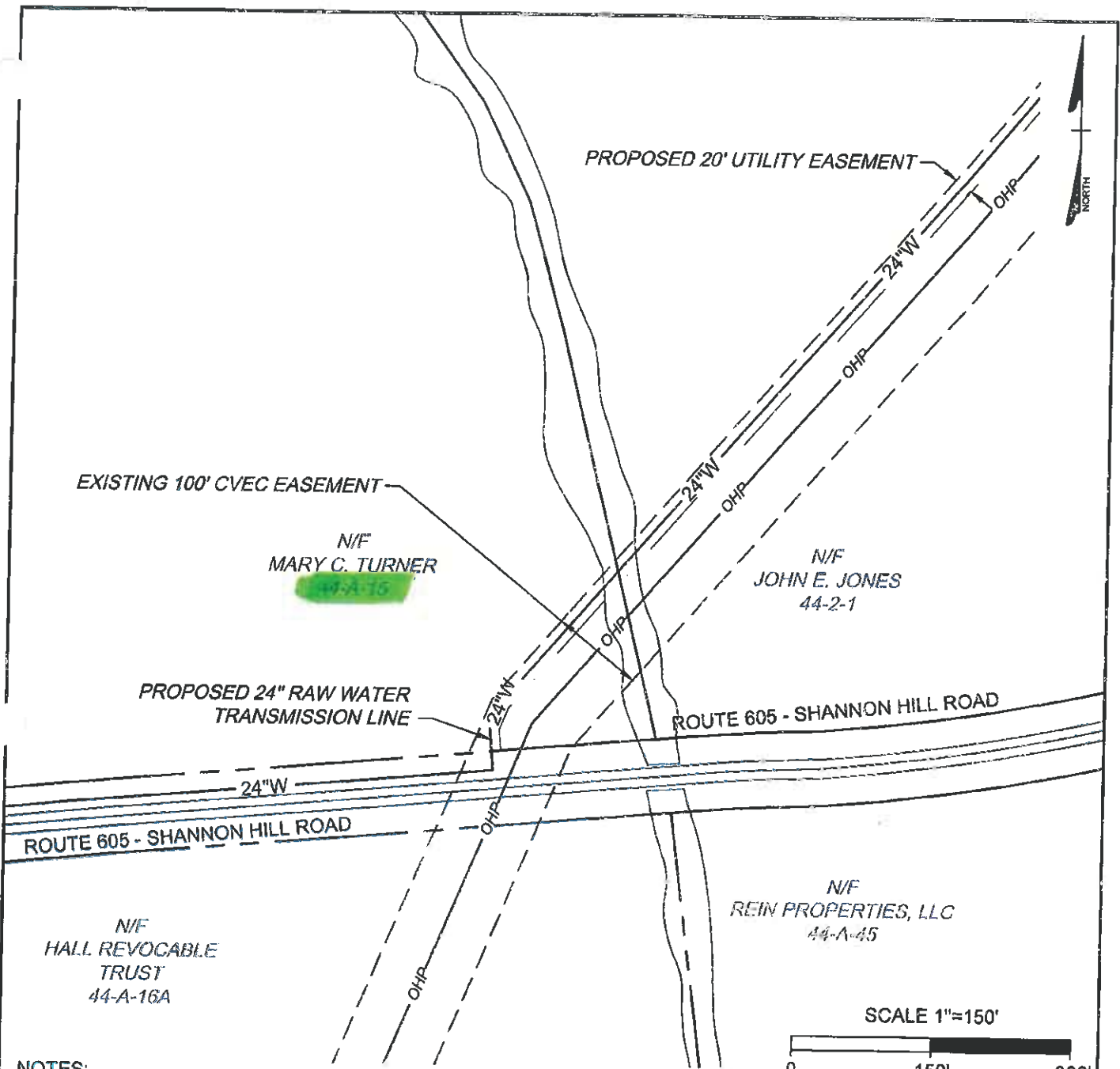
Sheet 1 of 2

J.N.: 33973

Drawn by: J. ECK

Checked by: D. SAUNDERS

**TIMMONS GROUP**



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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-A-15**

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COUNTY OF LOUISA, VIRGINIA

Date: 06/11/2015

1" = 150'

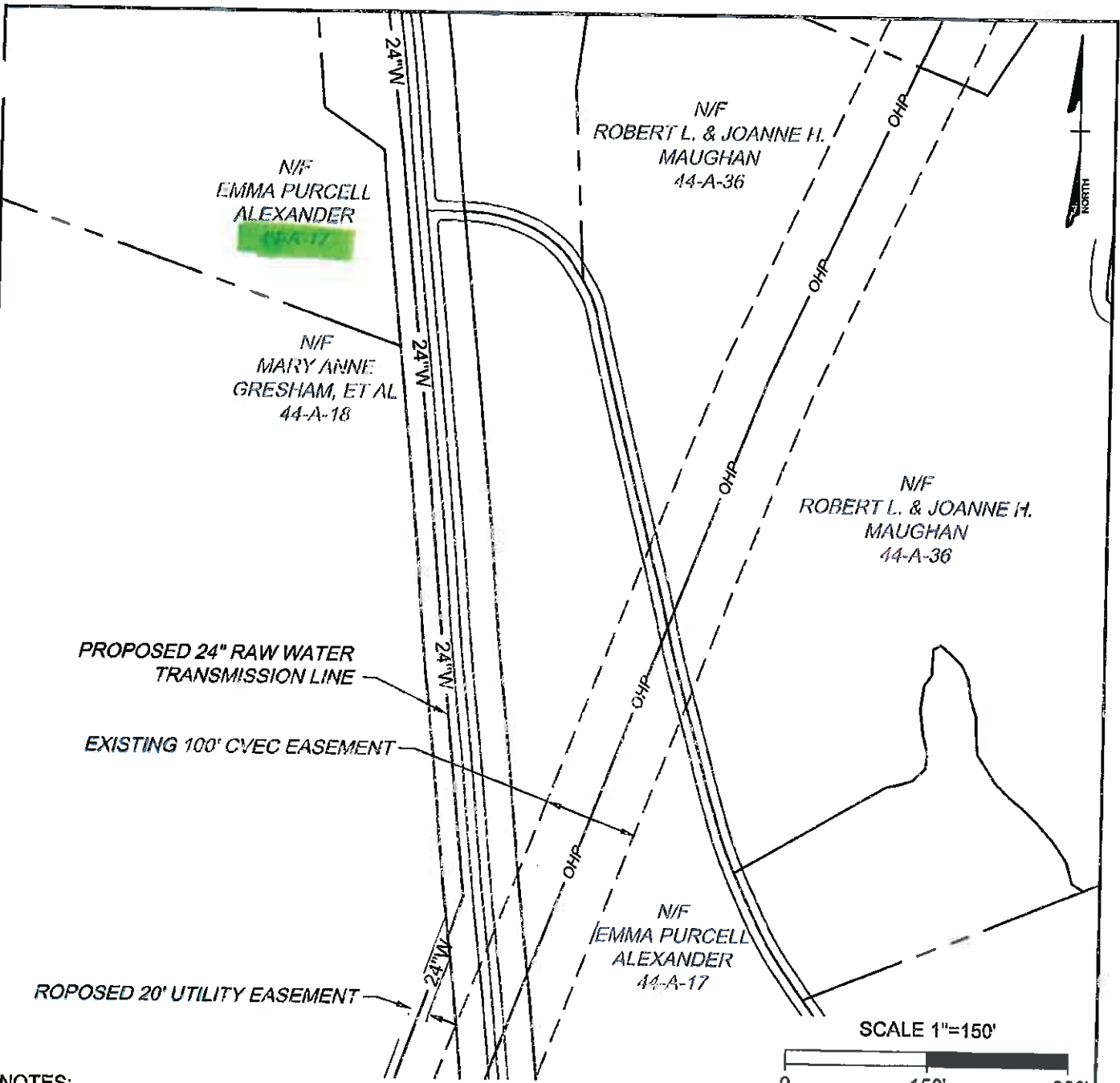
Sheet 1 of 1

J.N.: 33973

Drawn by: J. ECK

Checked by: D. SAUNDERS

**TIMMONS GROUP**



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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-A-17**

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COUNTY OF LOUISA, VIRGINIA

Date: 06/11/2015

1" = 150'

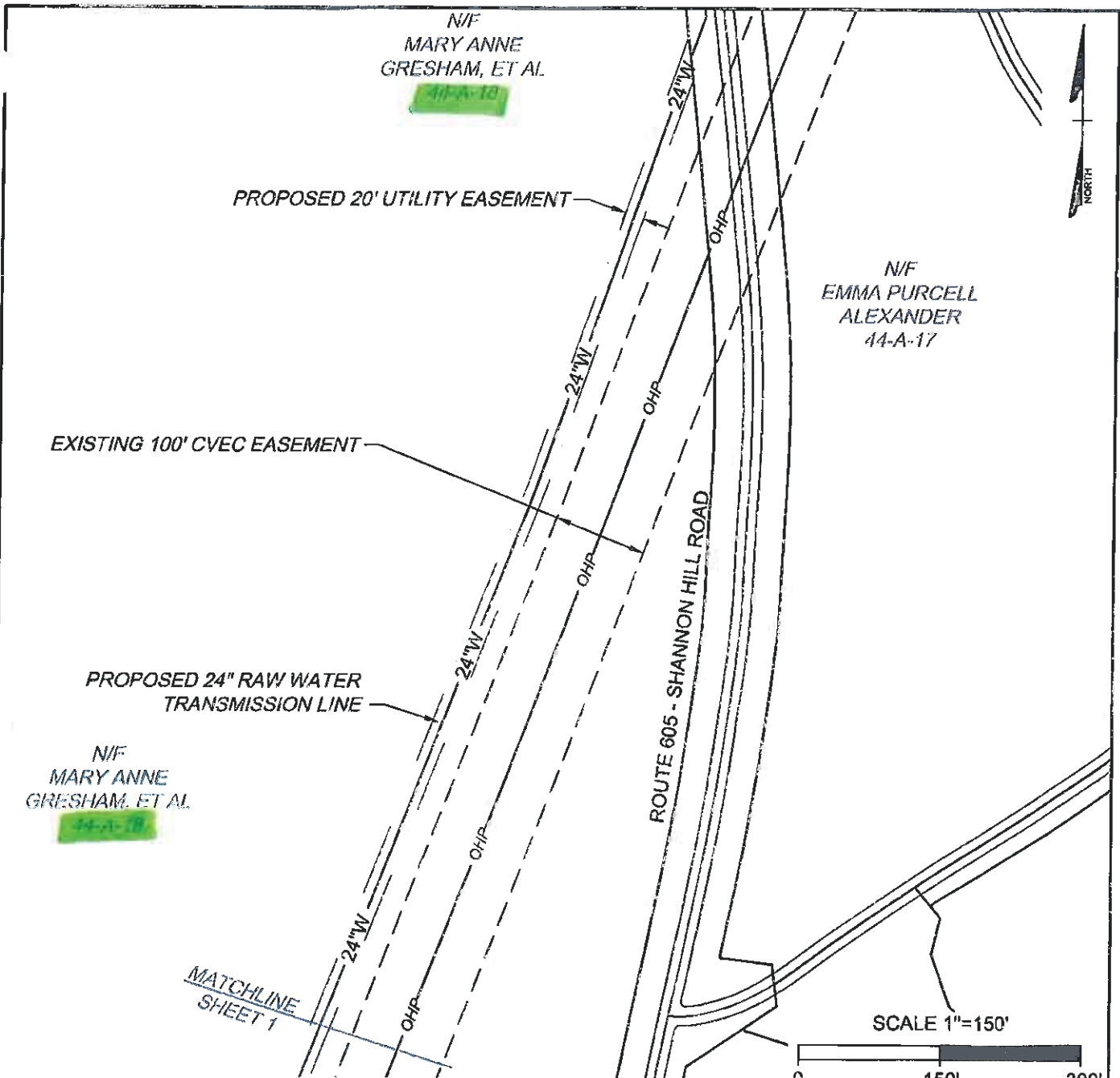
Sheet 1 of 1

J.N.: 33973

Drawn by: J. ECK

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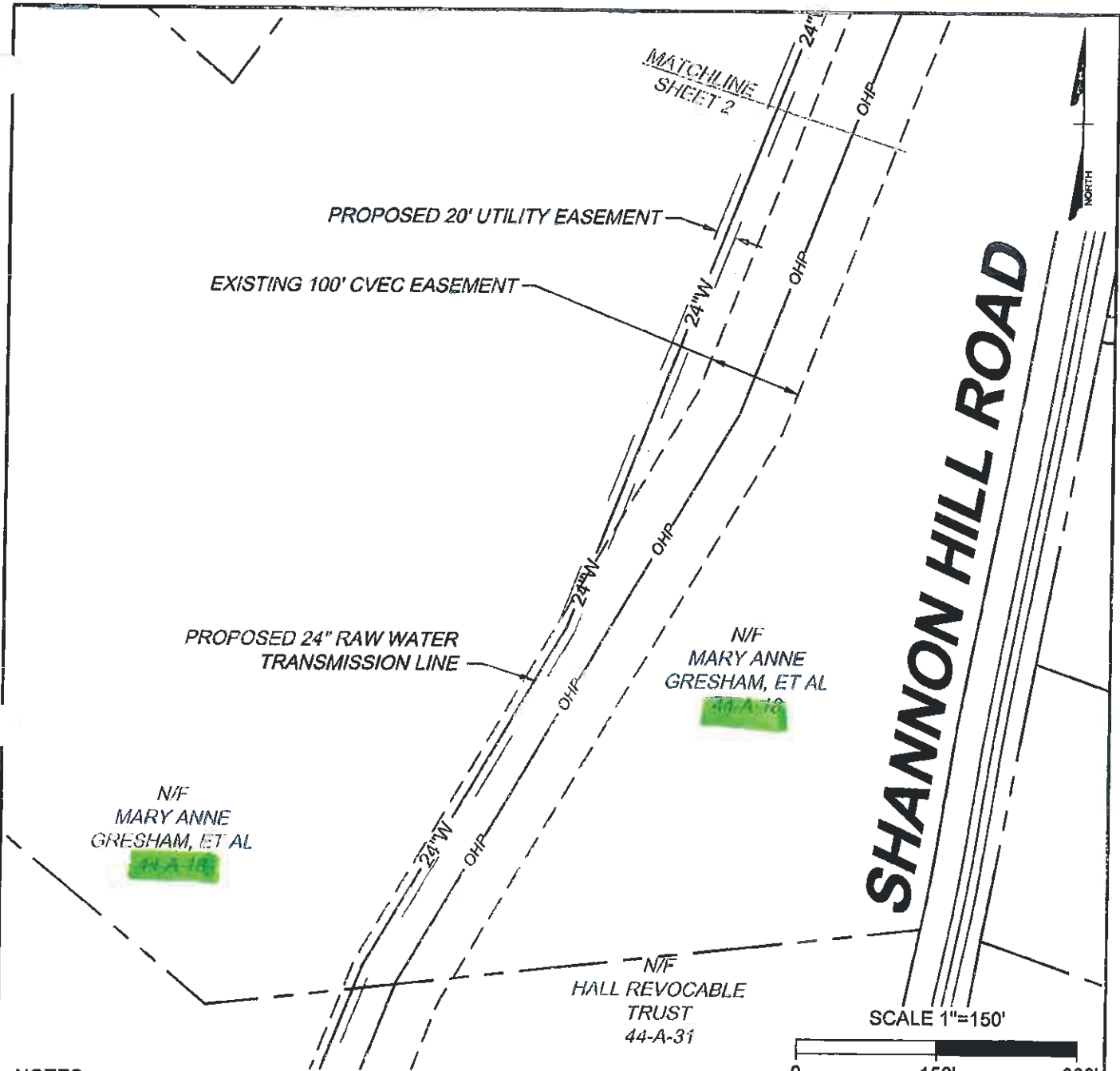
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-A-18**

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**NOTES:**

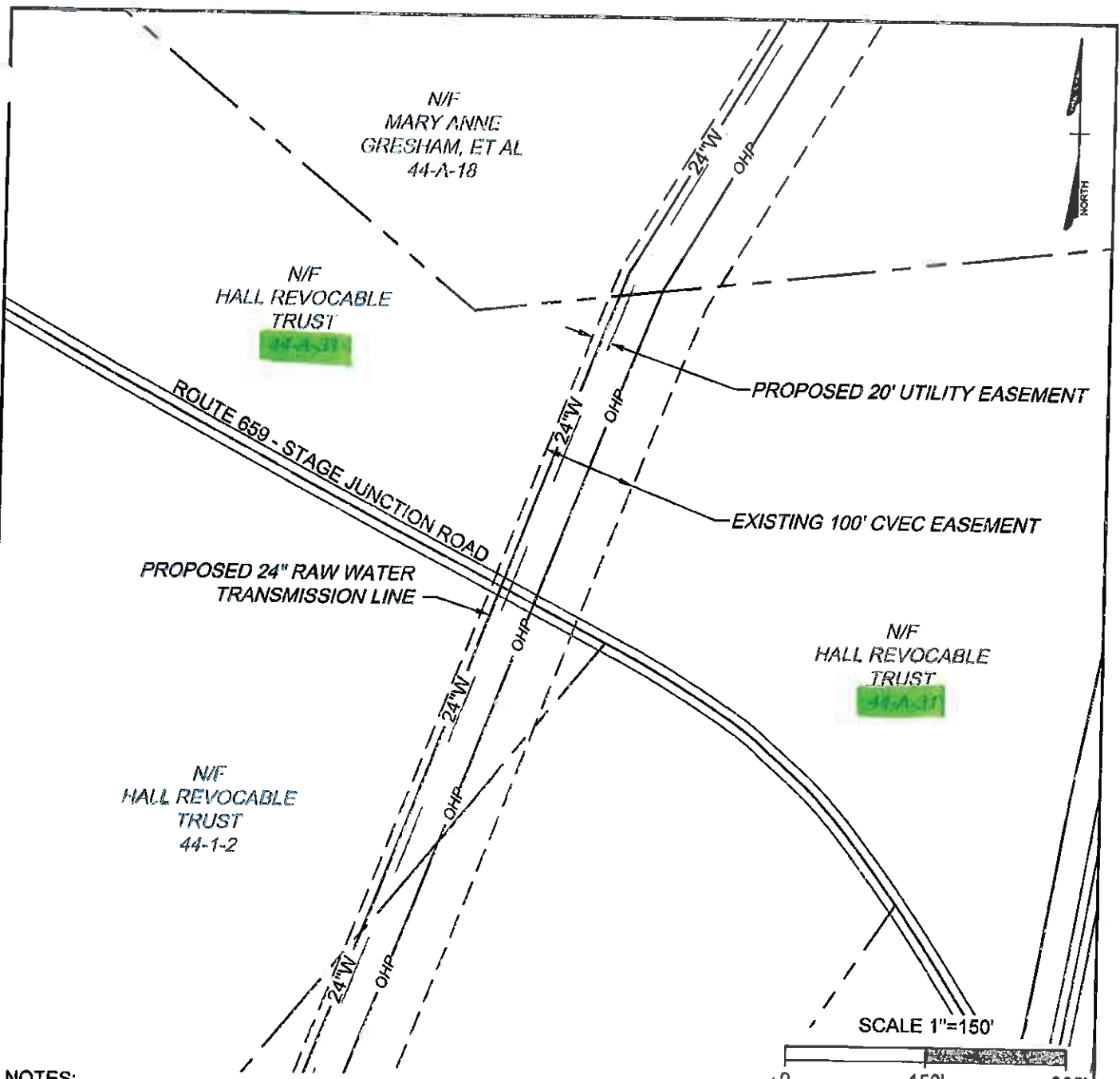
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-A-18**

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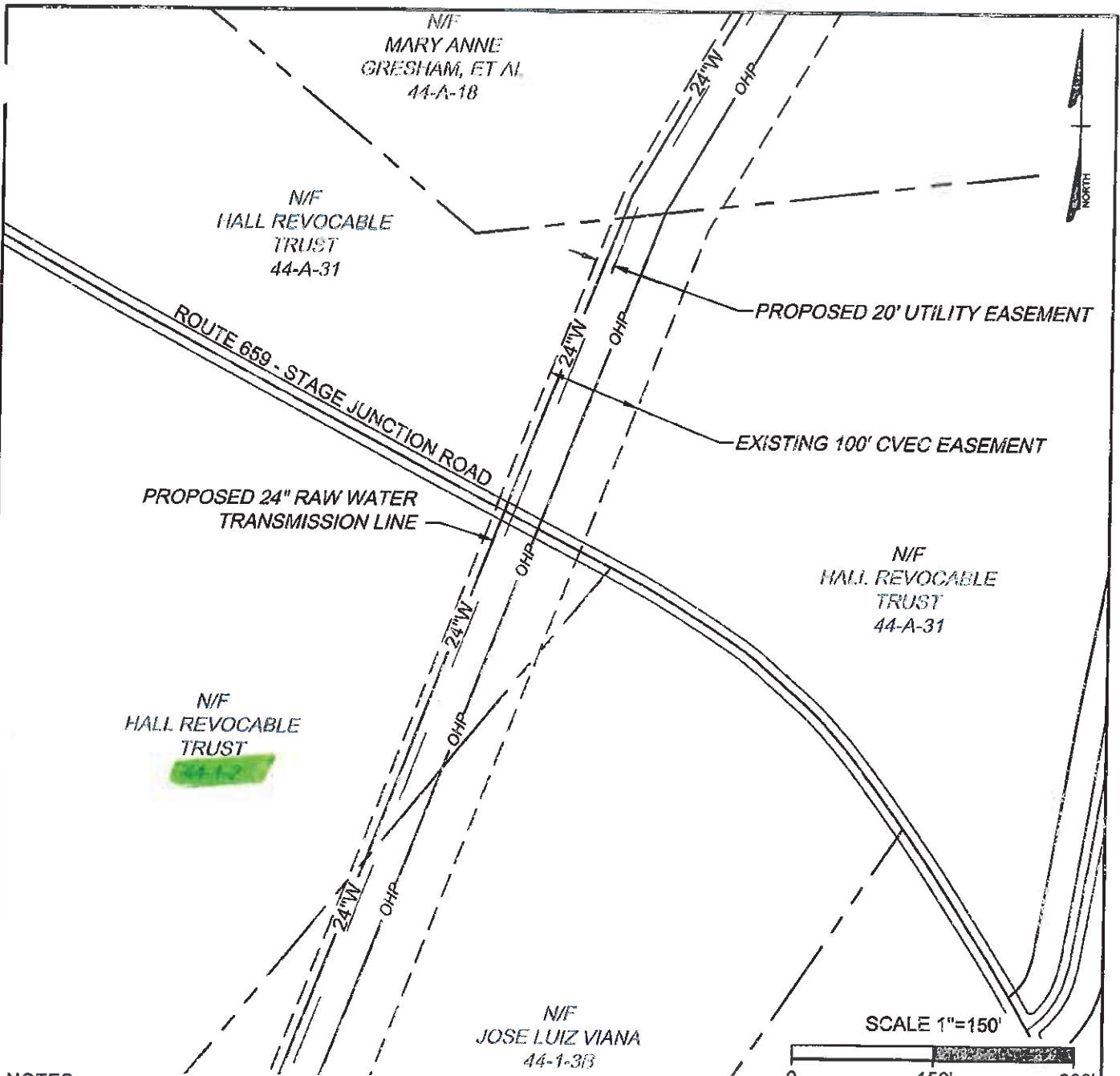
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-A-31**

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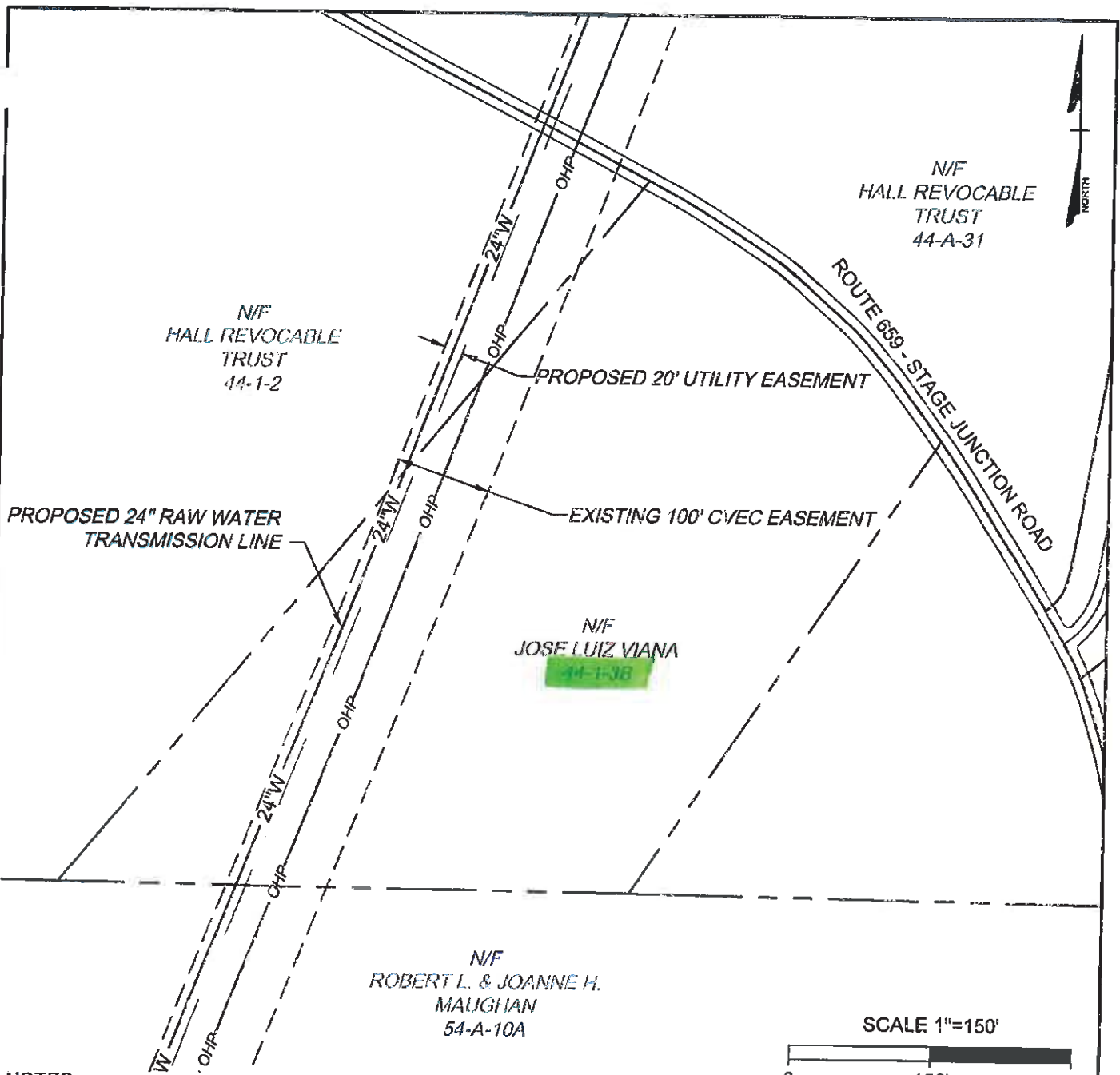
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-1-2**

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 44-1-3B**

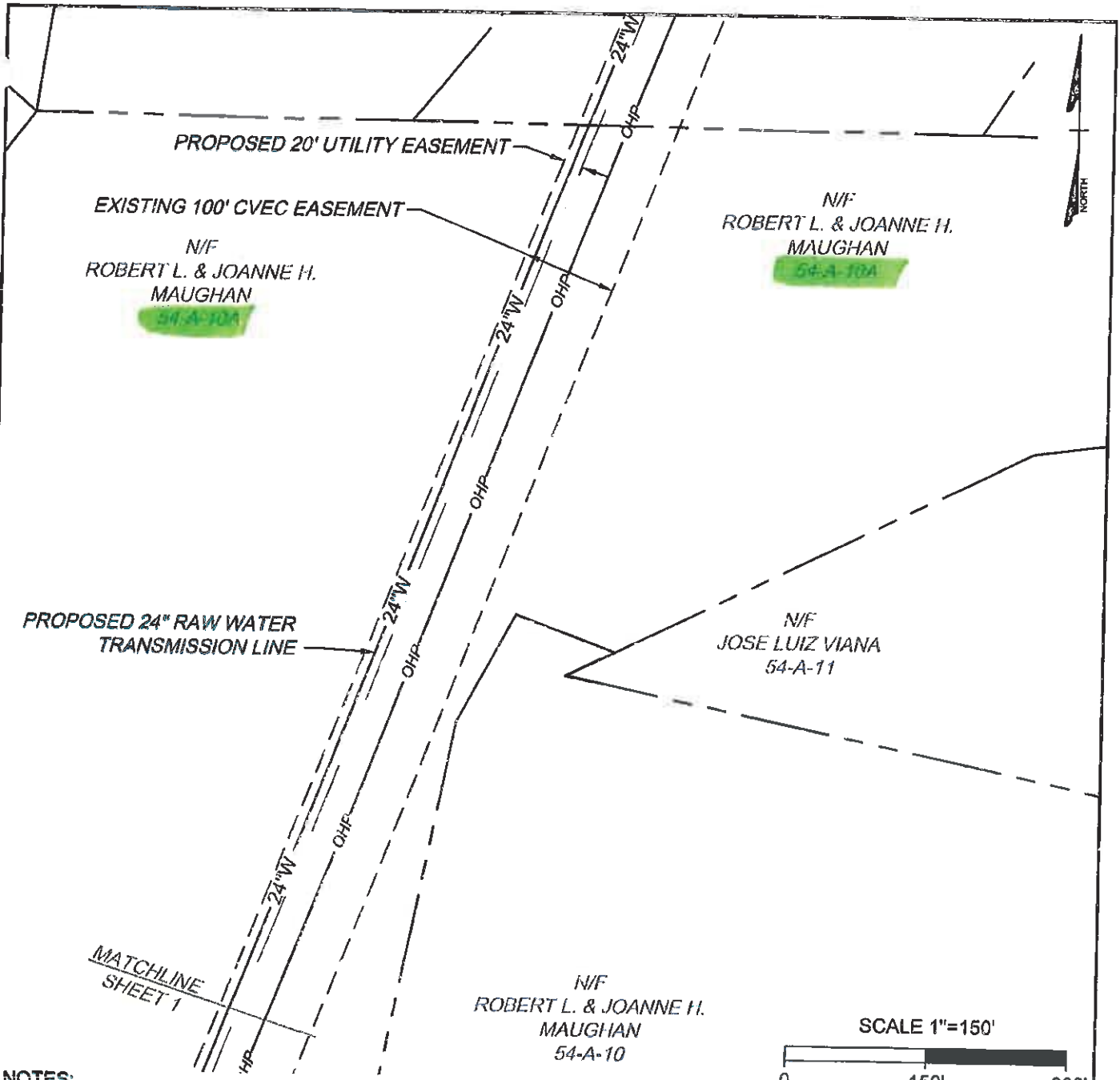
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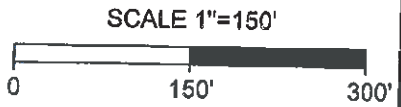
Date: 06/11/2015	1" = 150'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS

**TIMMONS GROUP**



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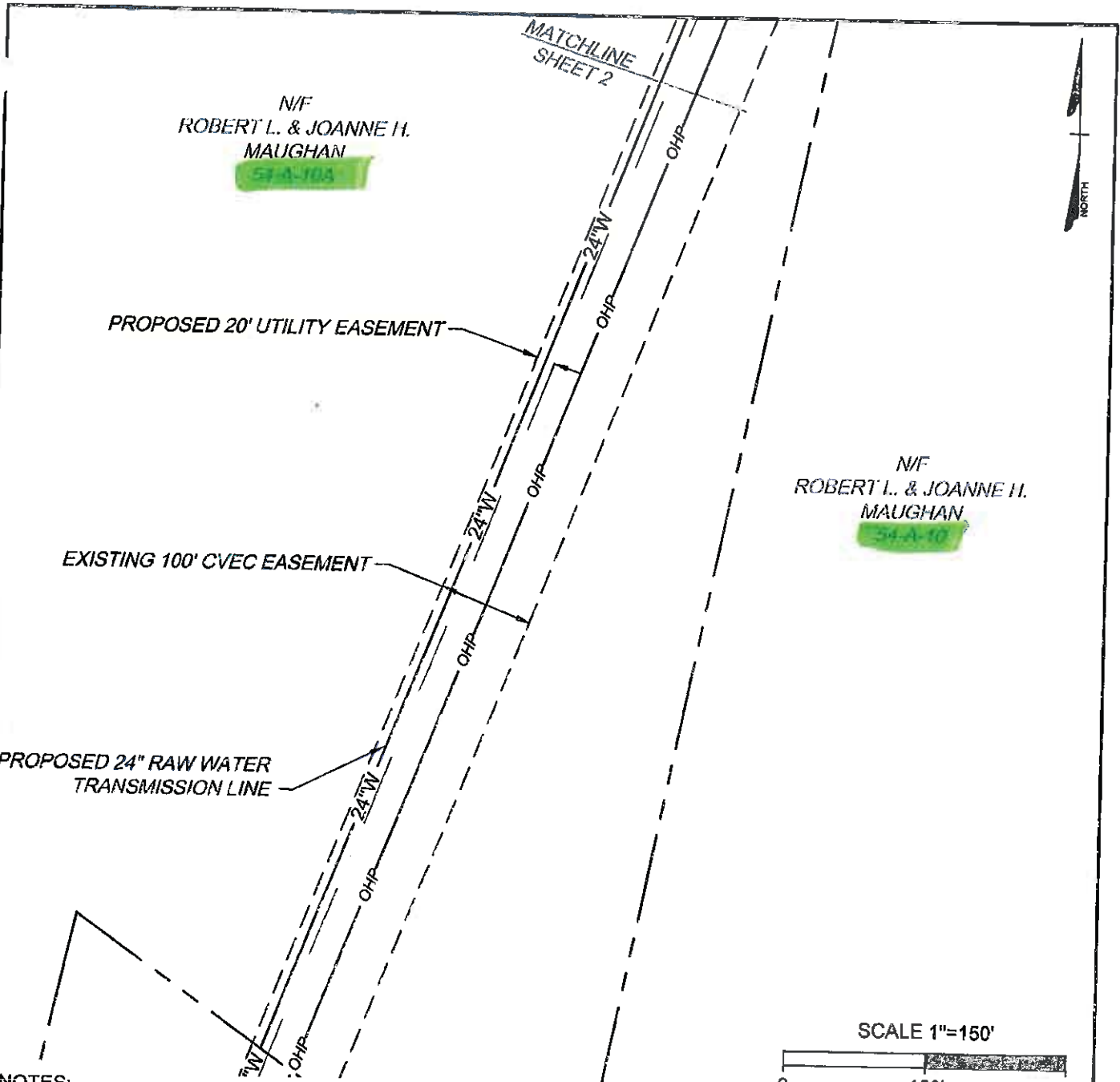


**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-A-10A**

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		Date: 06/11/2015	1" = 150'
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		Drawn by: J. ECK	Checked by: D. SAUNDERS

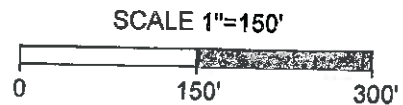
**TIMMONS GROUP** AL 05 2015

Planning Dept.



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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-A-10A**

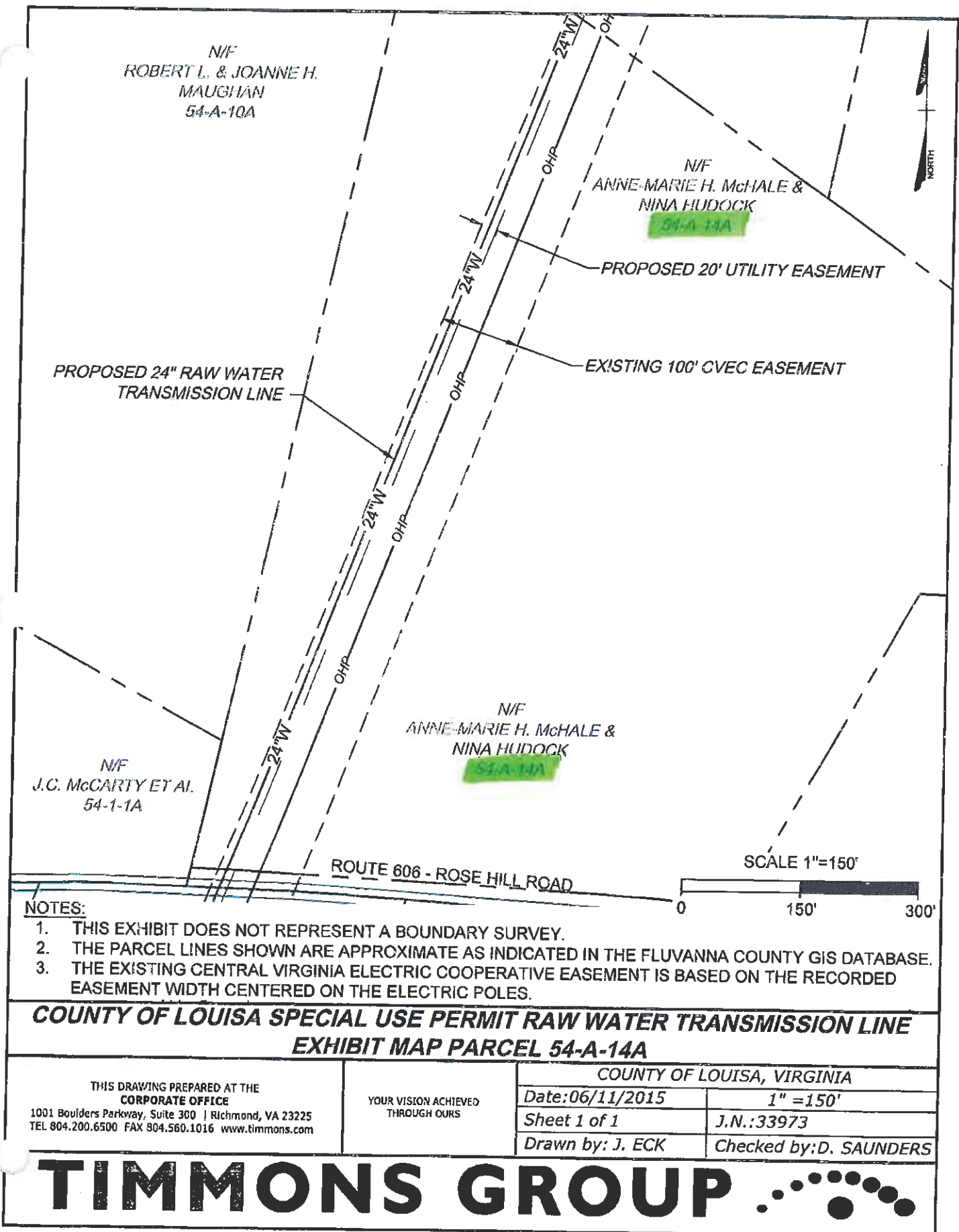
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THROUGH OURS

COUNTY OF LOUISA, VIRGINIA

Date: 06/11/2015	1" = 150'
Sheet 1 of 2	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS

**TIMMONS GROUP**



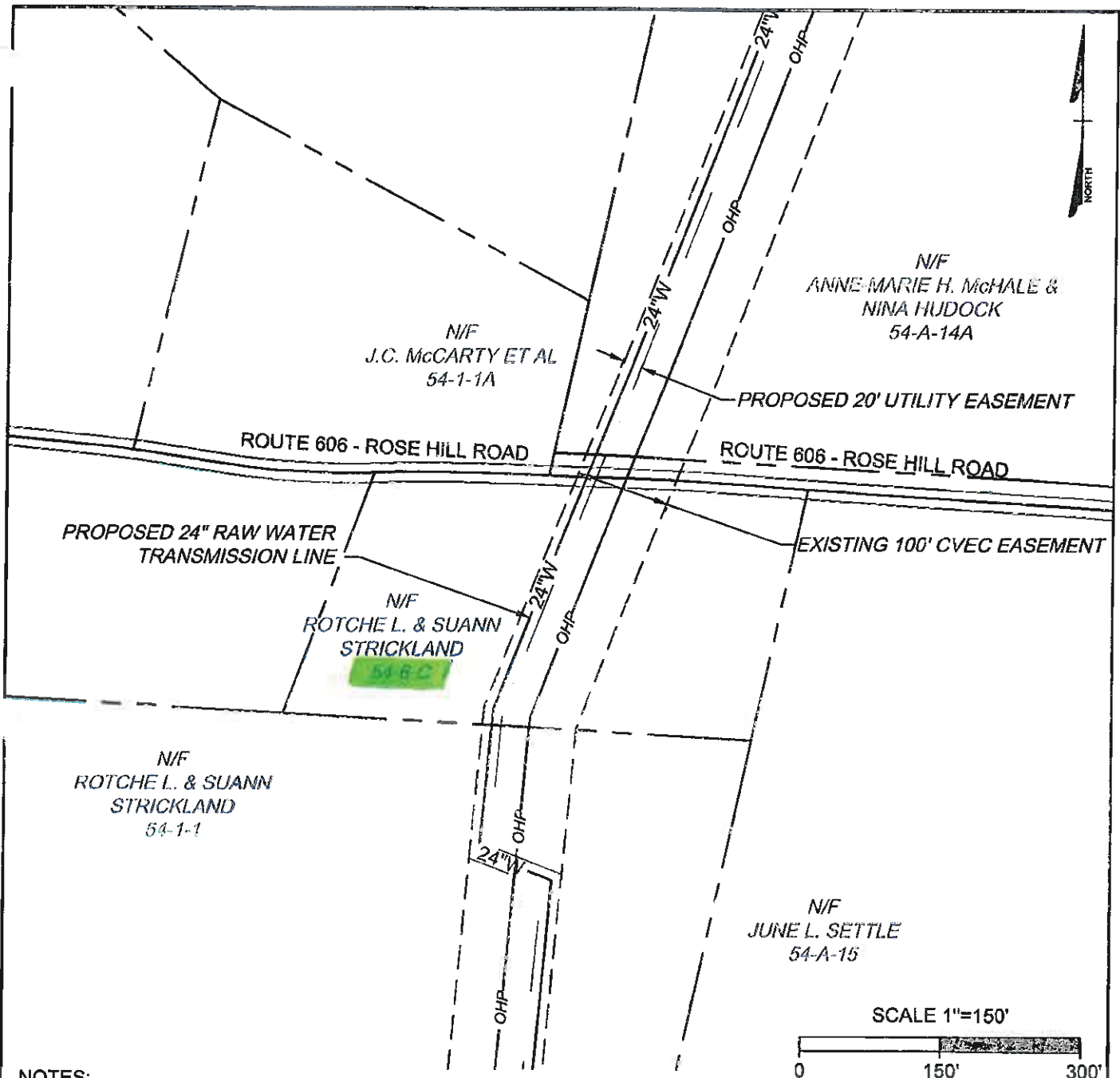
**NOTES:**

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-A-14A**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





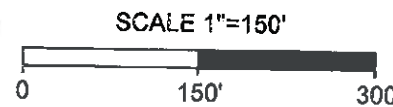
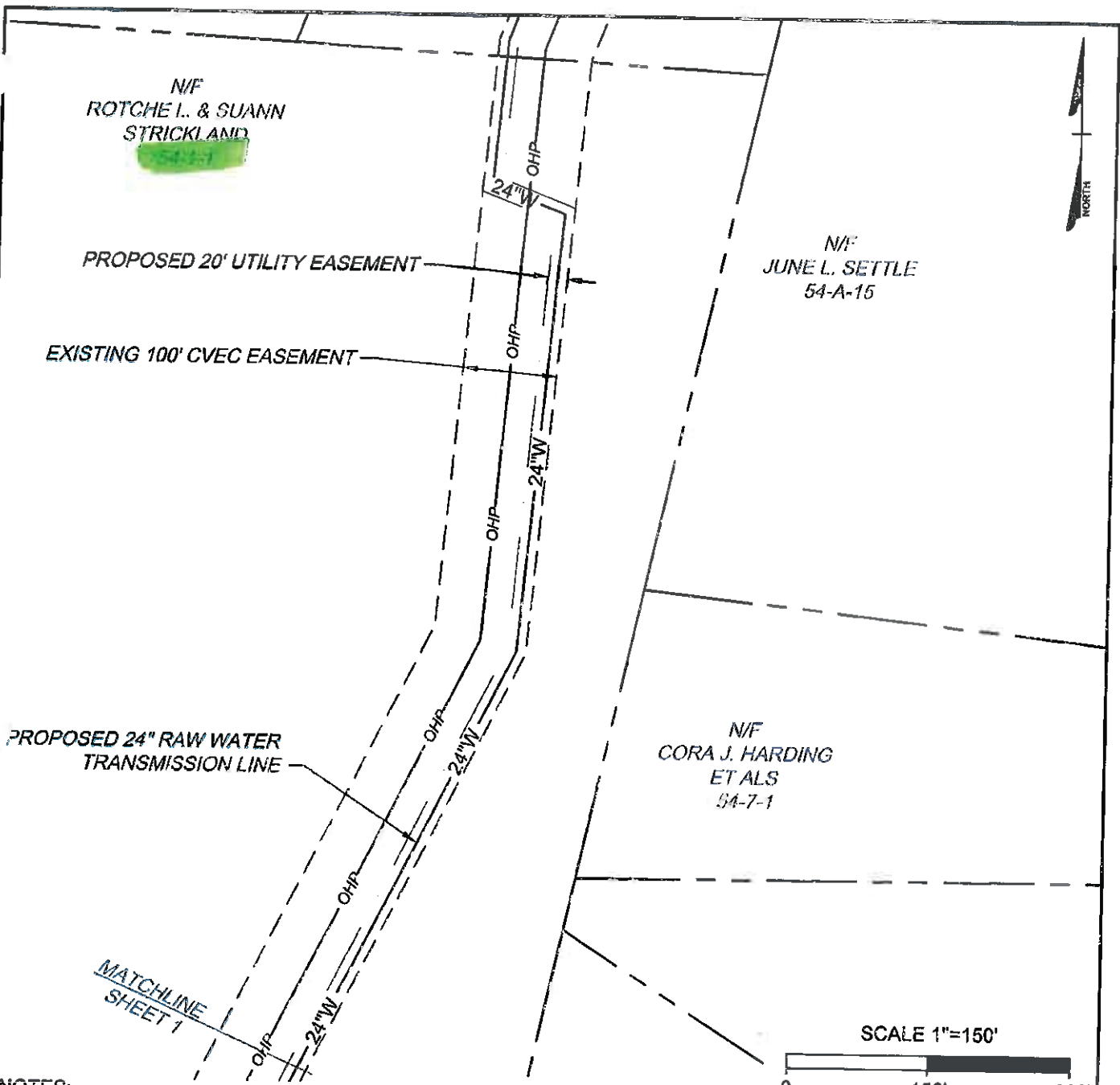
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-6-C**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

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**NOTES:**

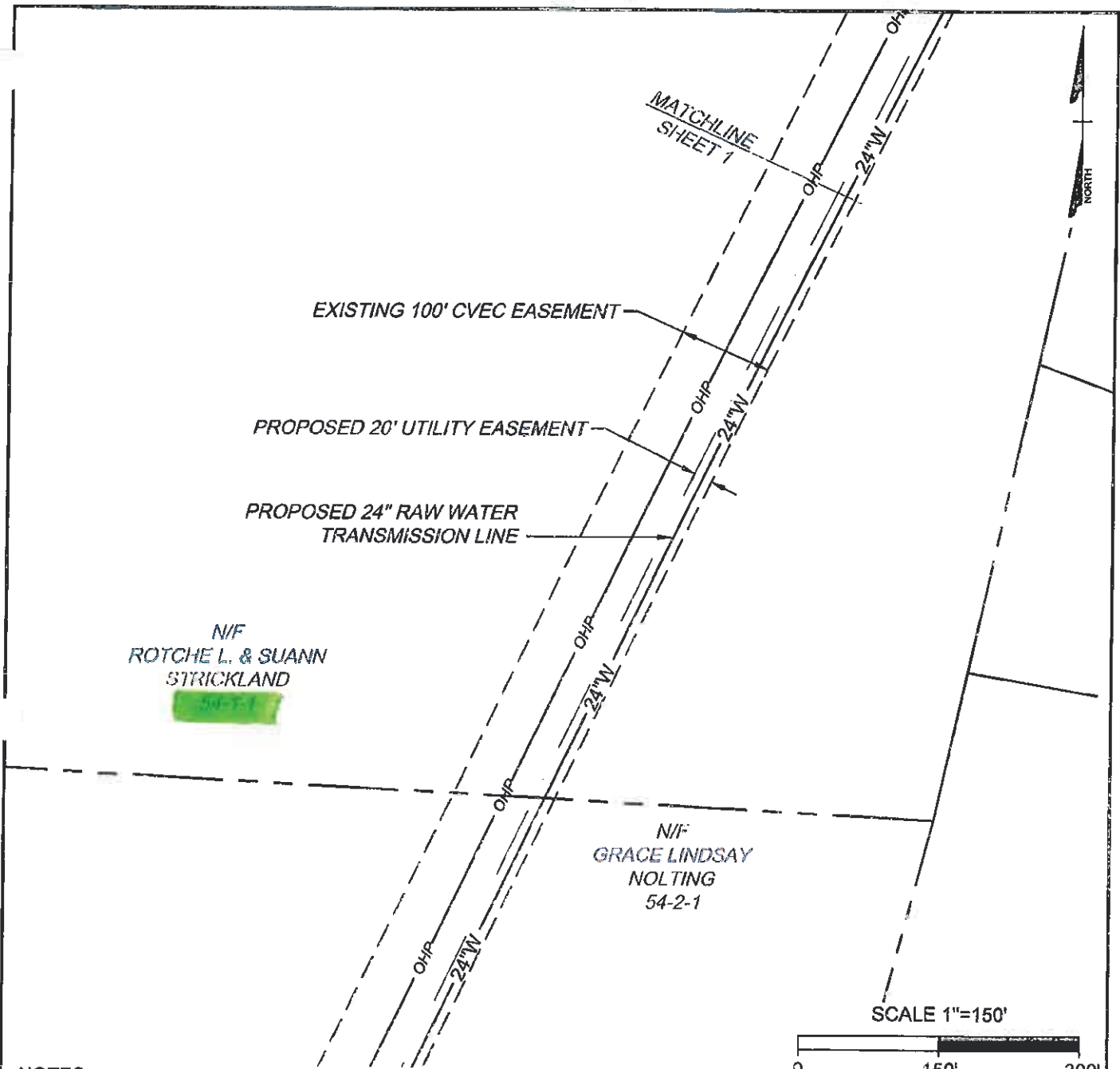
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-1-1**

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		Date: 06/11/2015	1" = 150'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS







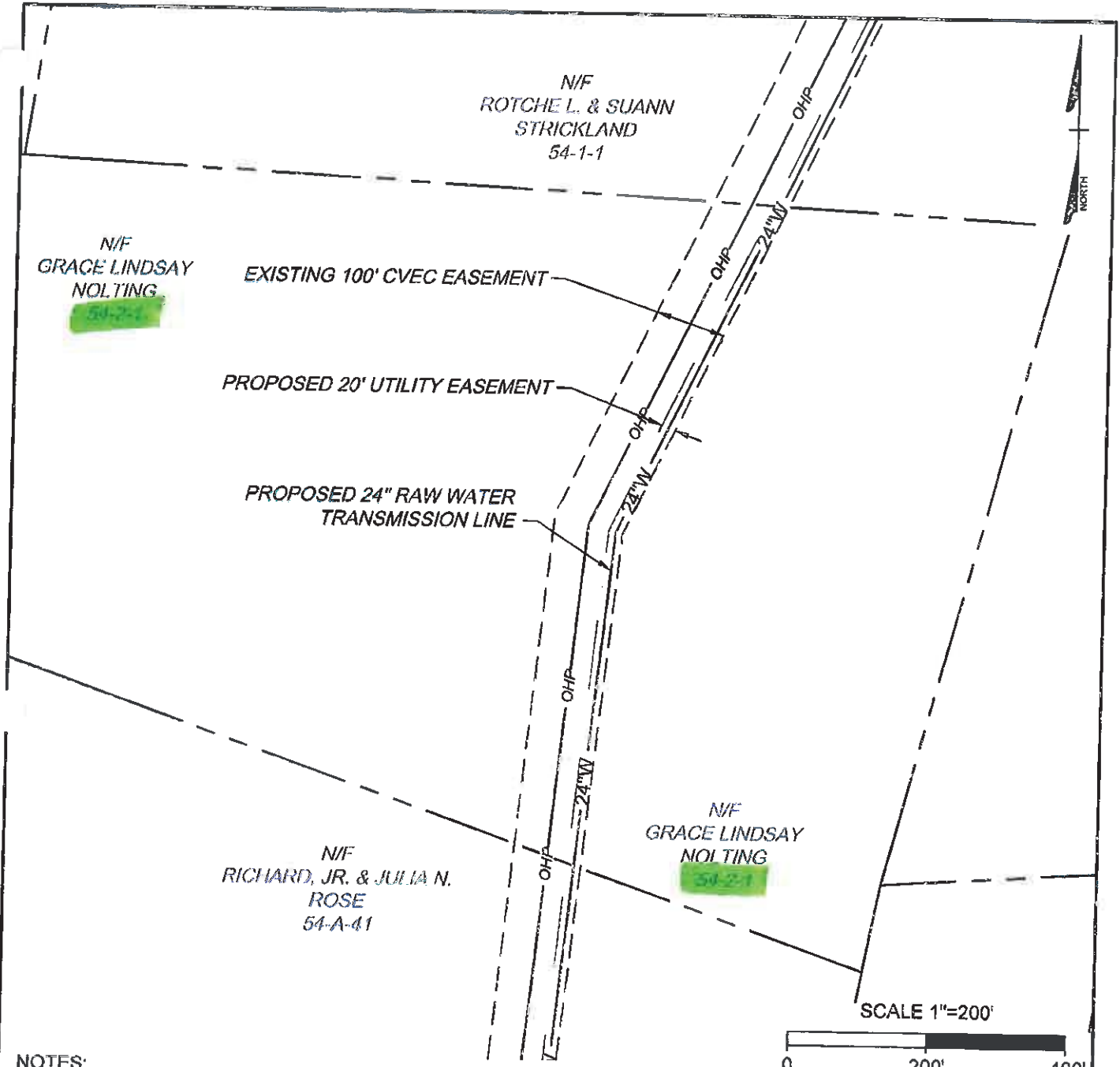
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-1-1**

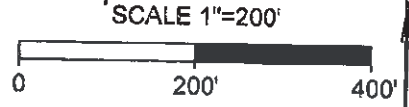
THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
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		Sheet 1 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





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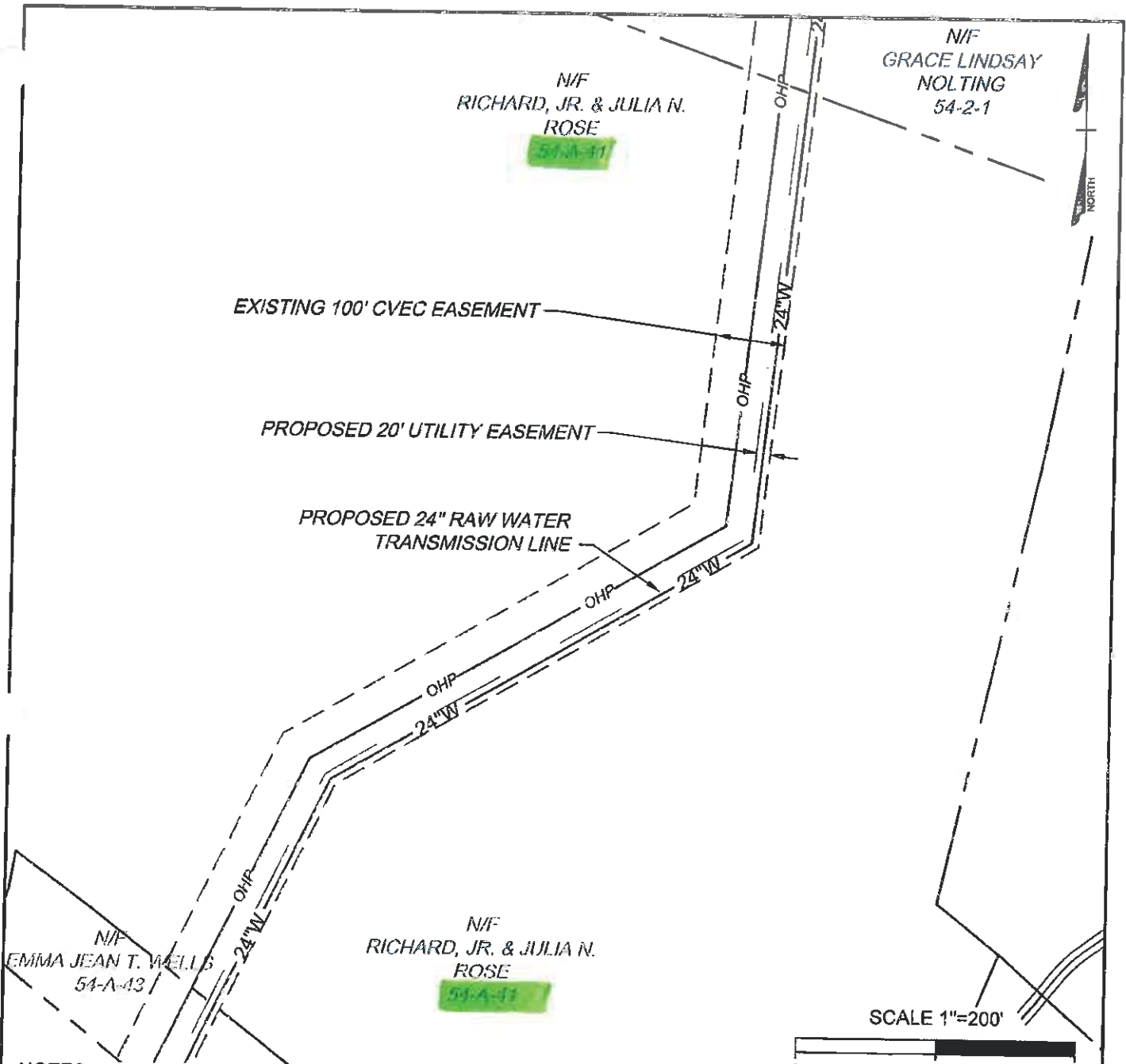
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-2-1**

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YOUR VISION ACHIEVED  
THROUGH OURS

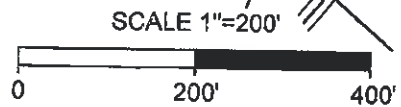
COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 200'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-A-41**

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YOUR VISION ACHIEVED  
THROUGH OURS

COUNTY OF LOUISA, VIRGINIA

Date: 06/11/2015

1" = 200'

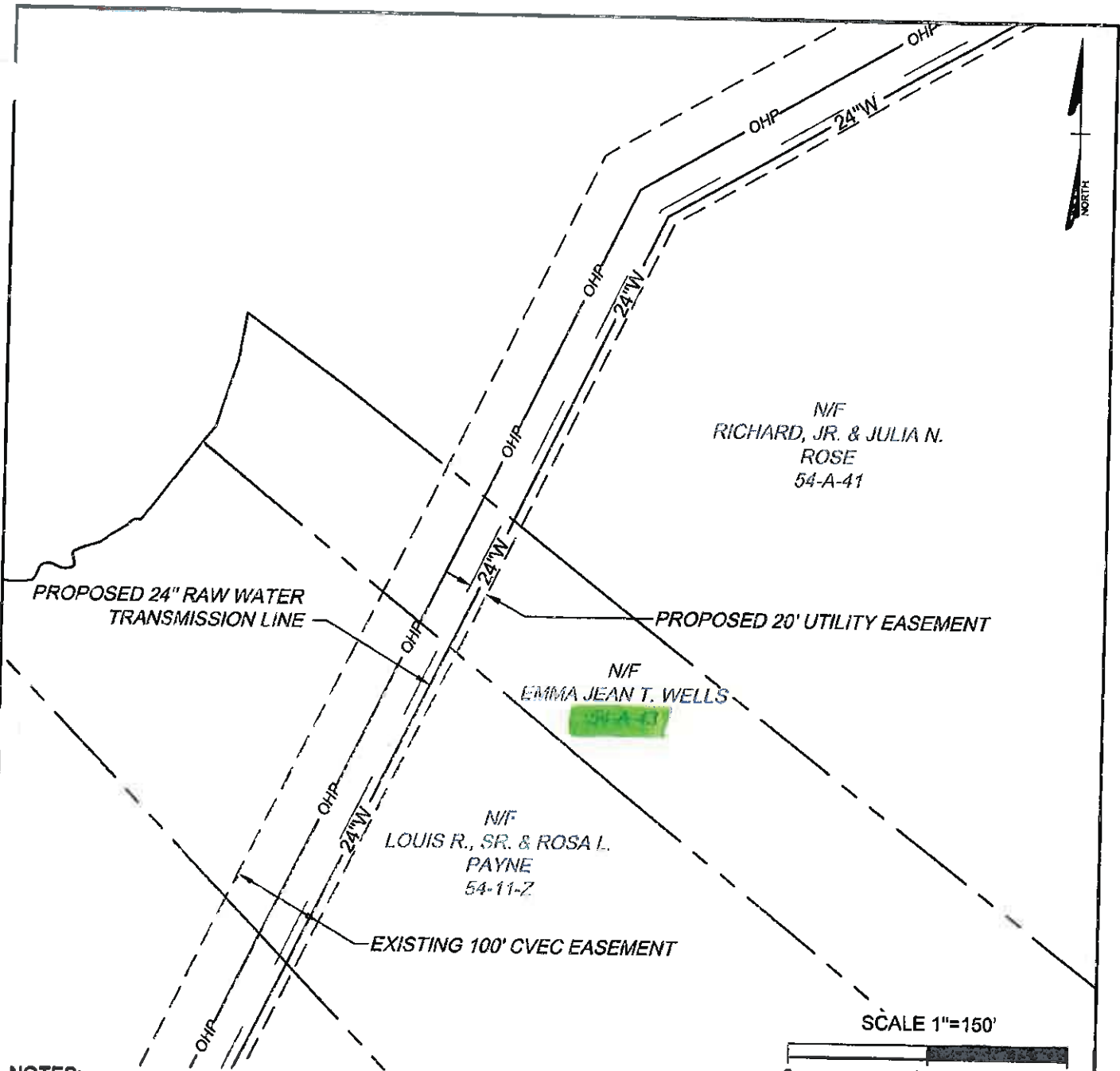
Sheet 1 of 1

J.N.: 33973

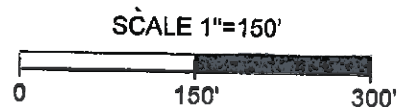
Drawn by: J. ECK

Checked by: D. SAUNDERS

**TIMMONS GROUP**



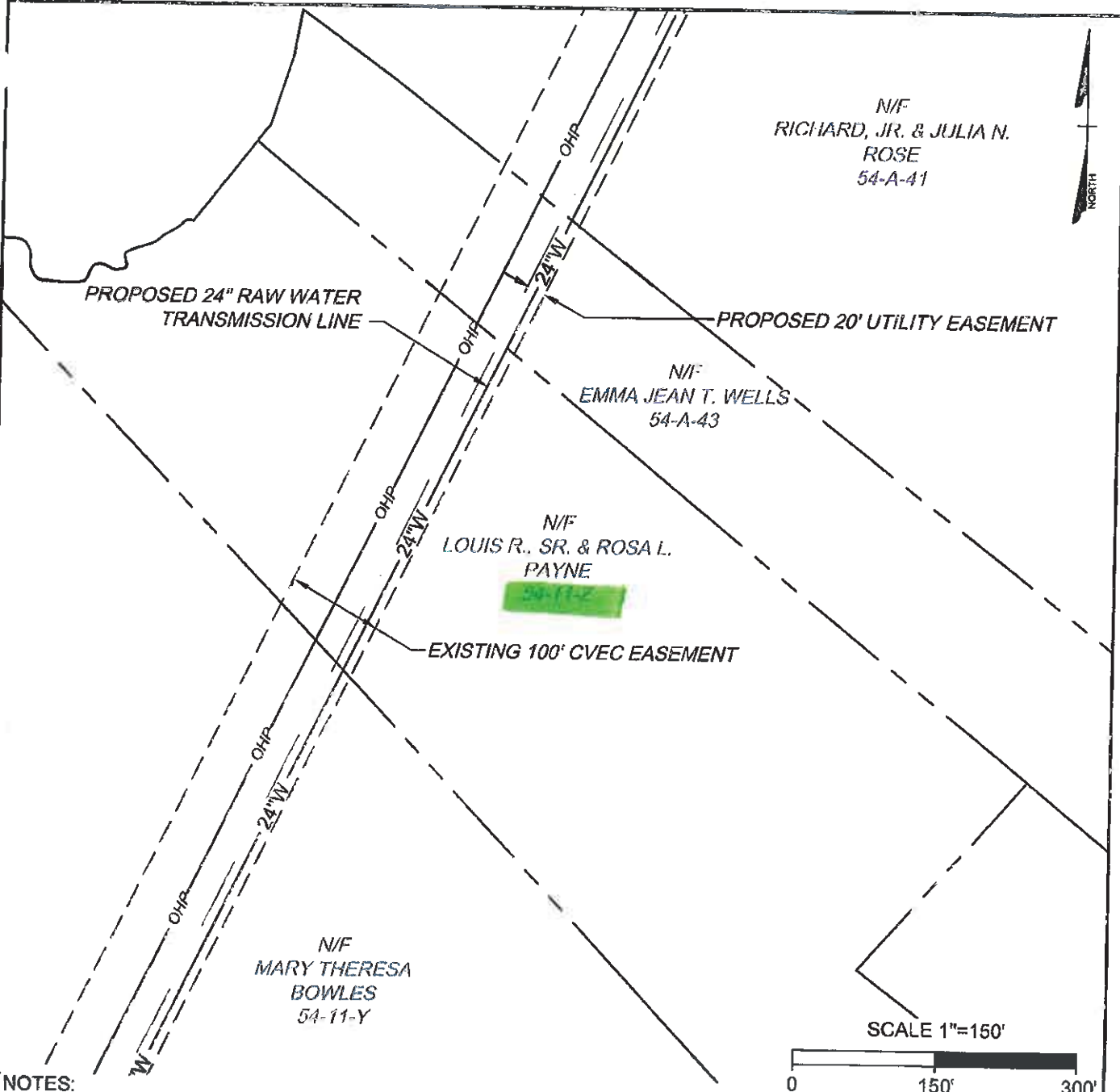
- NOTES:**
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-A-43**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





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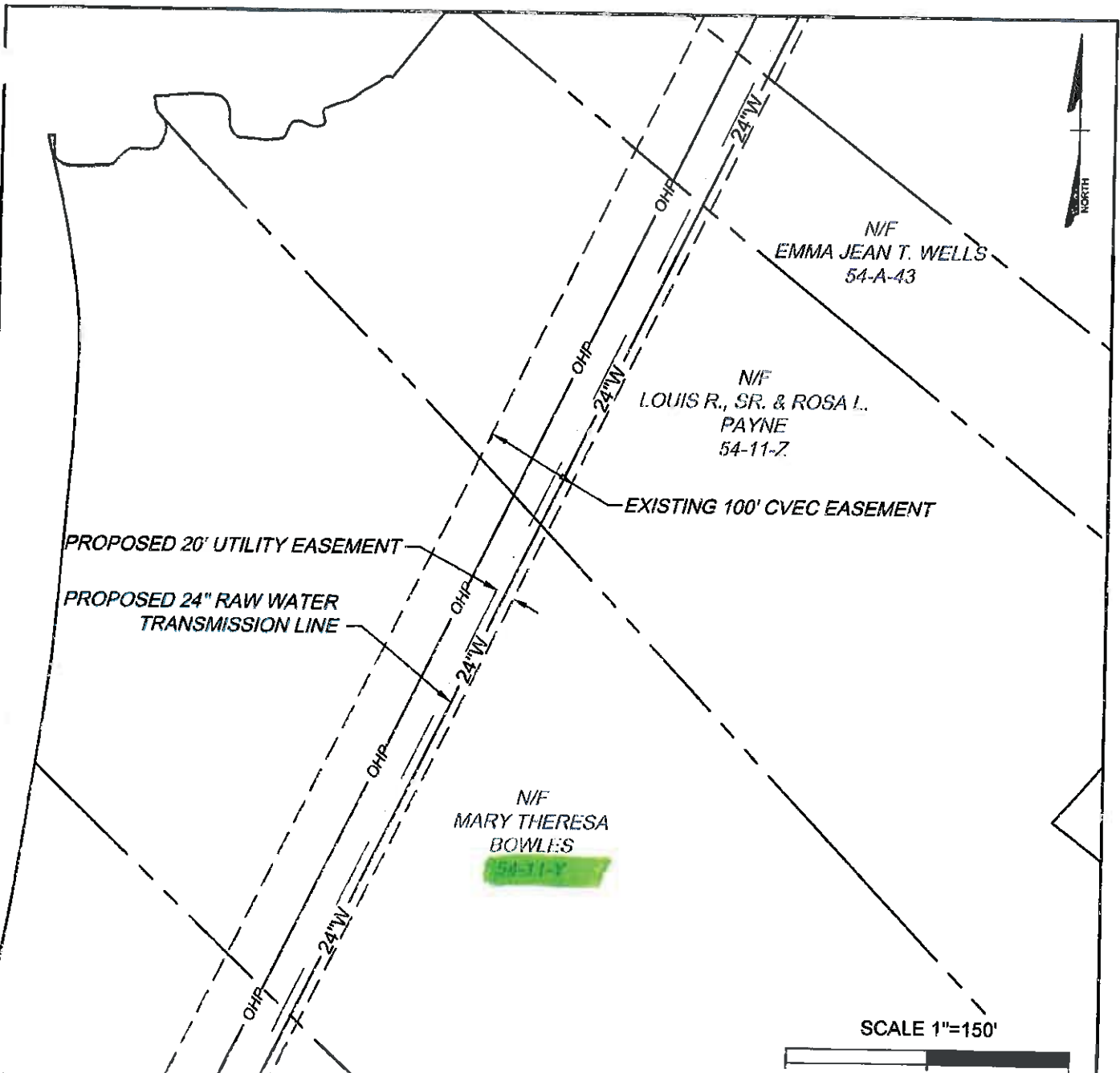
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-11-Z**

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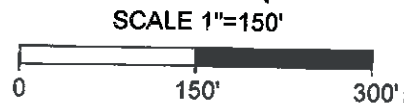
COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-11-Y**

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YOUR VISION ACHIEVED  
THROUGH OURS

COUNTY OF LOUISA, VIRGINIA

Date: 06/11/2015

1" = 150'

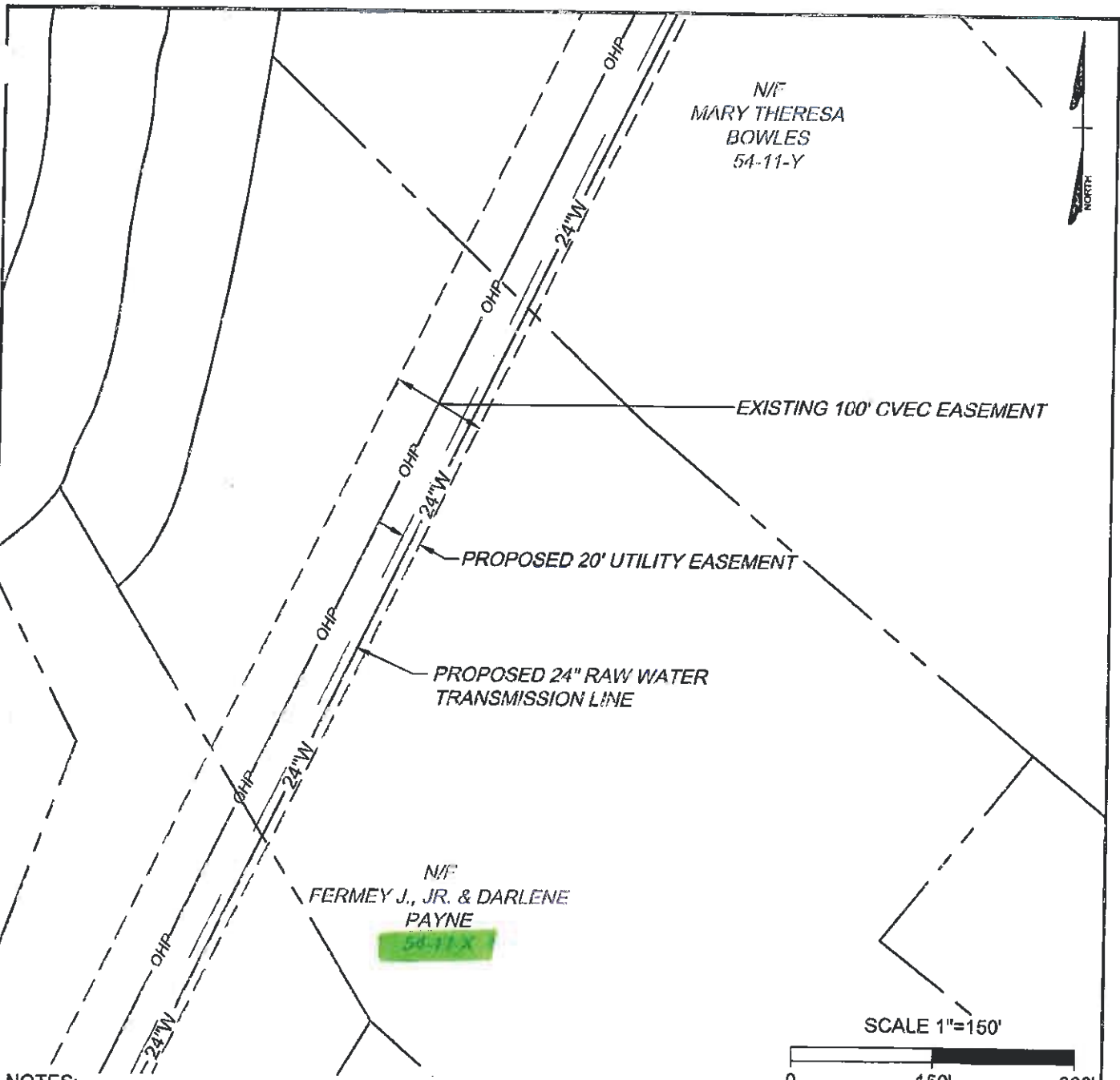
Sheet 1 of 1

J.N.: 33973

Drawn by: J. ECK

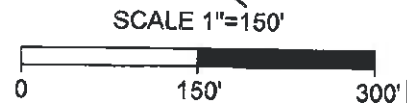
Checked by: D. SAUNDERS

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**NOTES:**

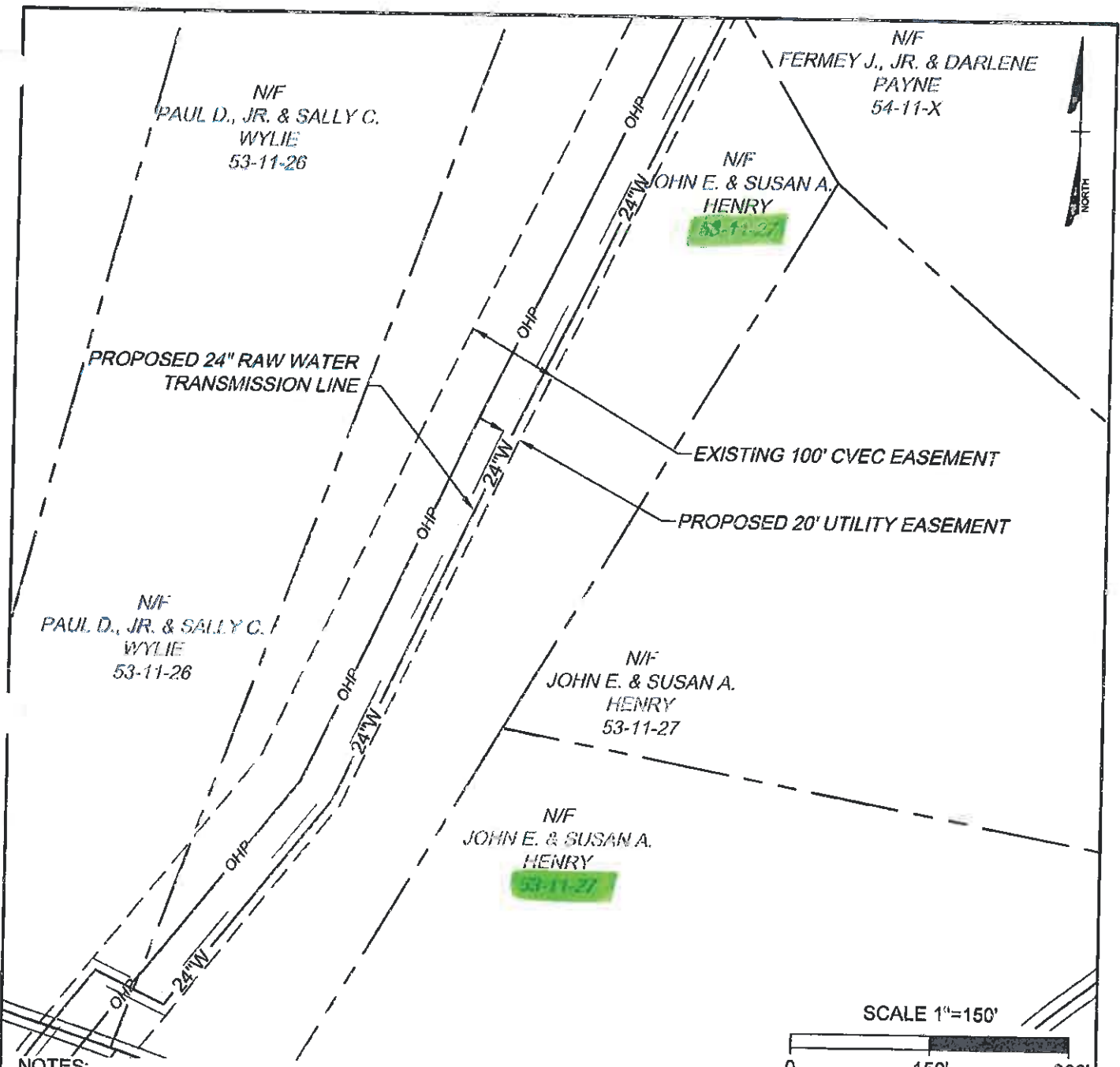
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-11-X**

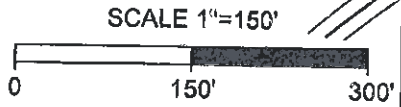
THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.566.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-11-27**

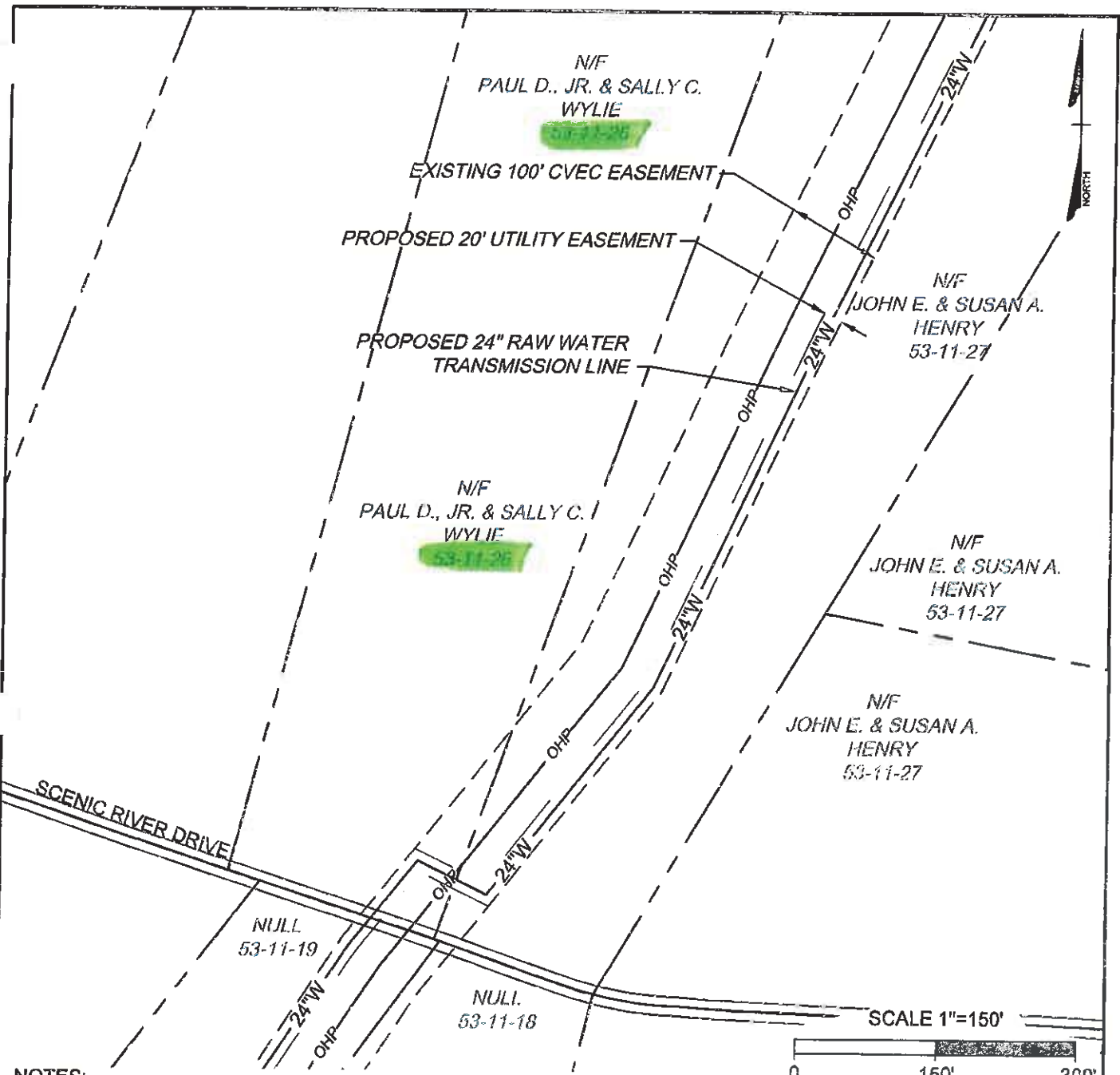
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COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
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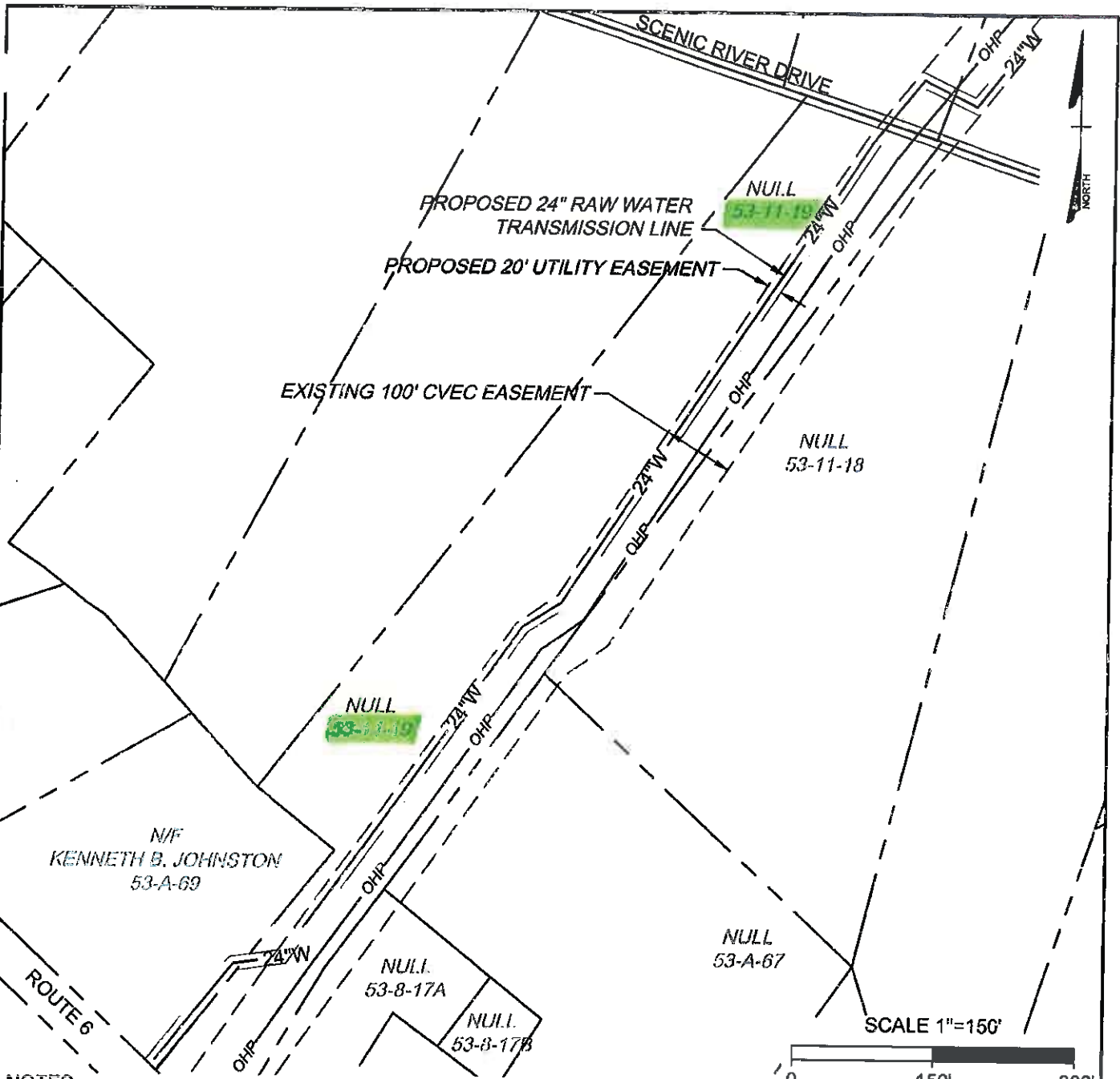
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-11-26**

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		Date: 06/11/2015	1" = 150'
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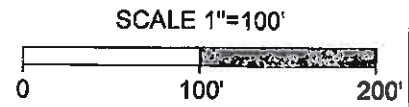
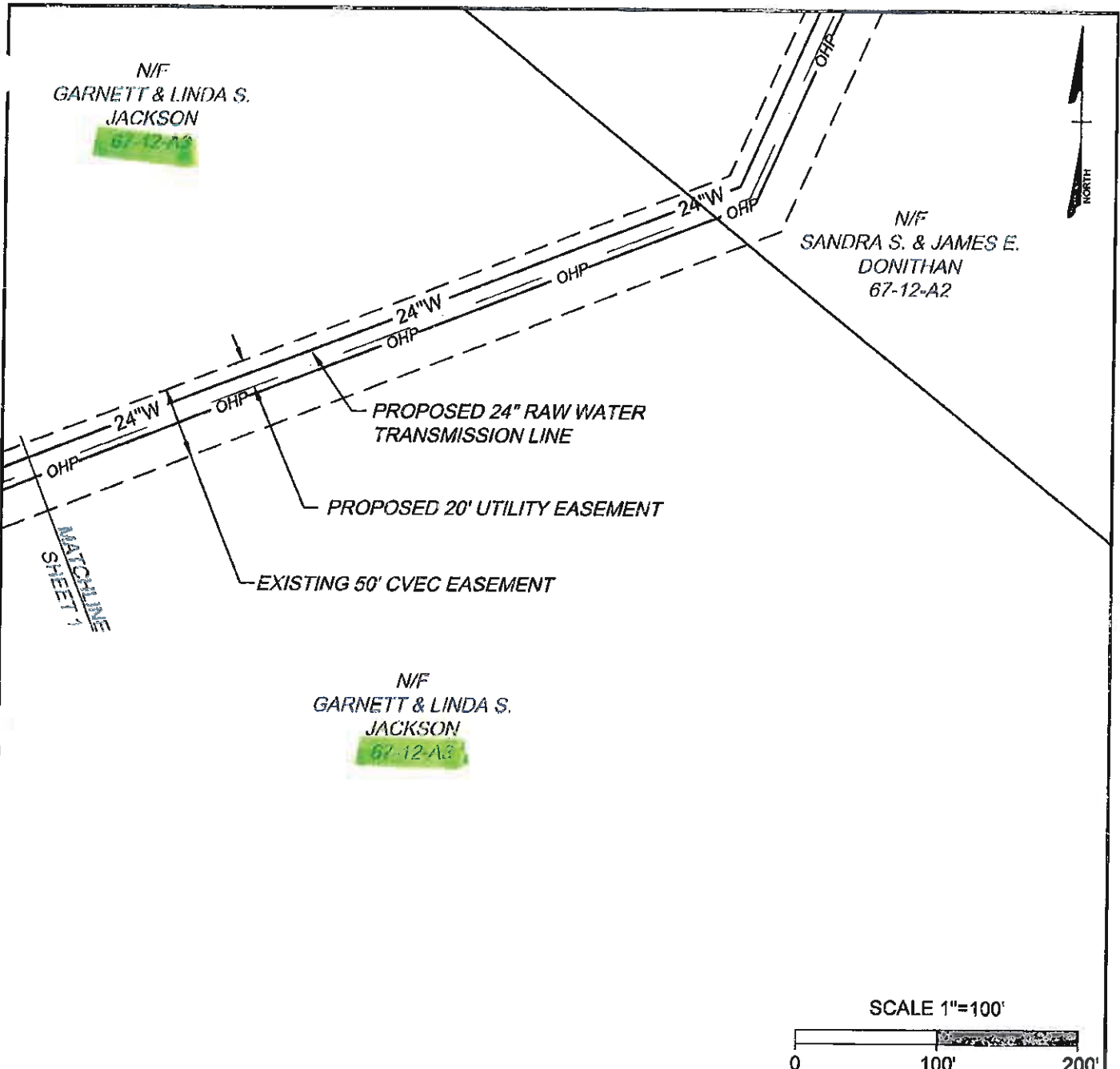
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-11-19**

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		Date: 06/11/2015	1" = 150'
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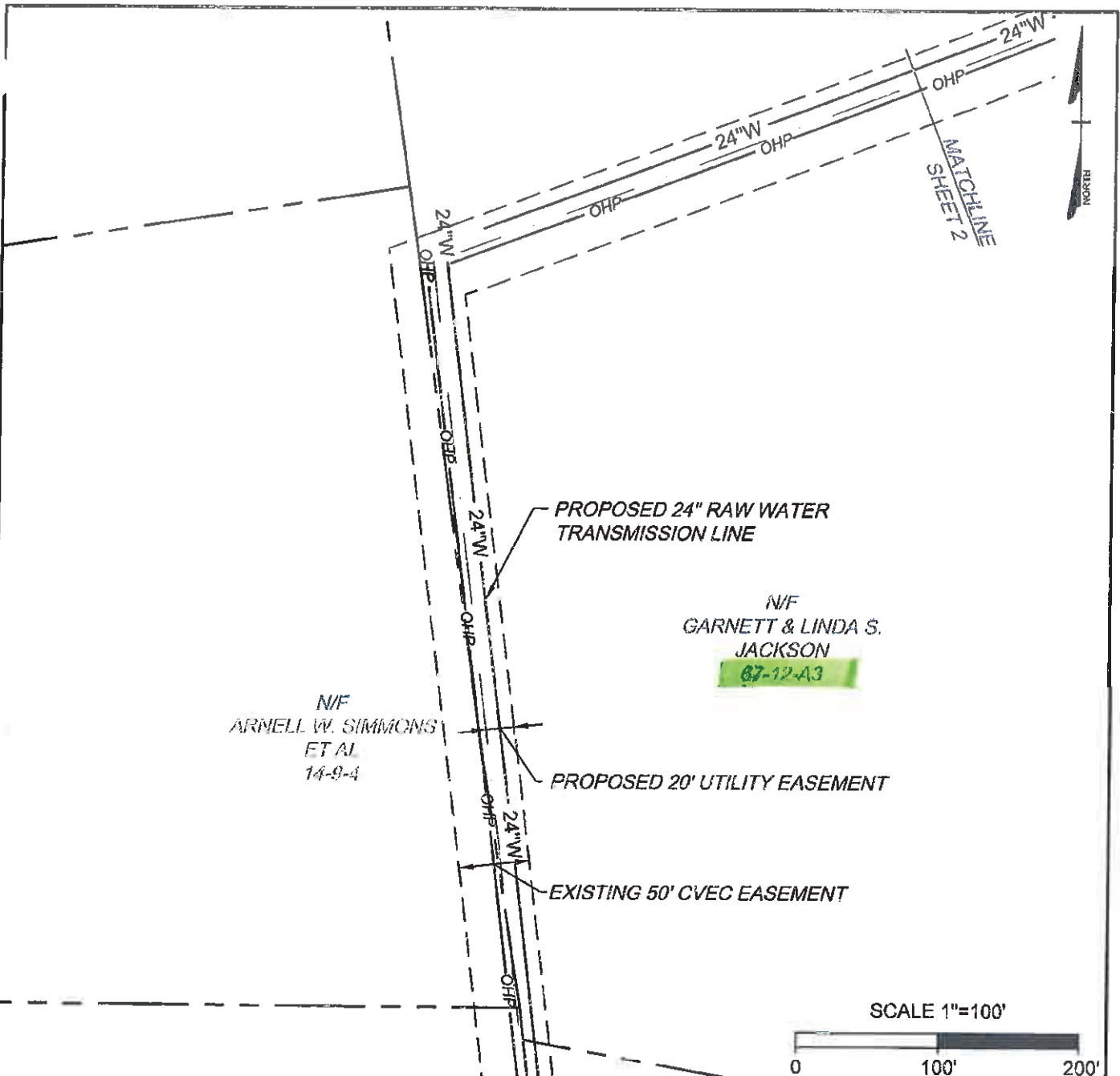
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 67-12-A3**

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		Date: 06/11/2015	1" = 100'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

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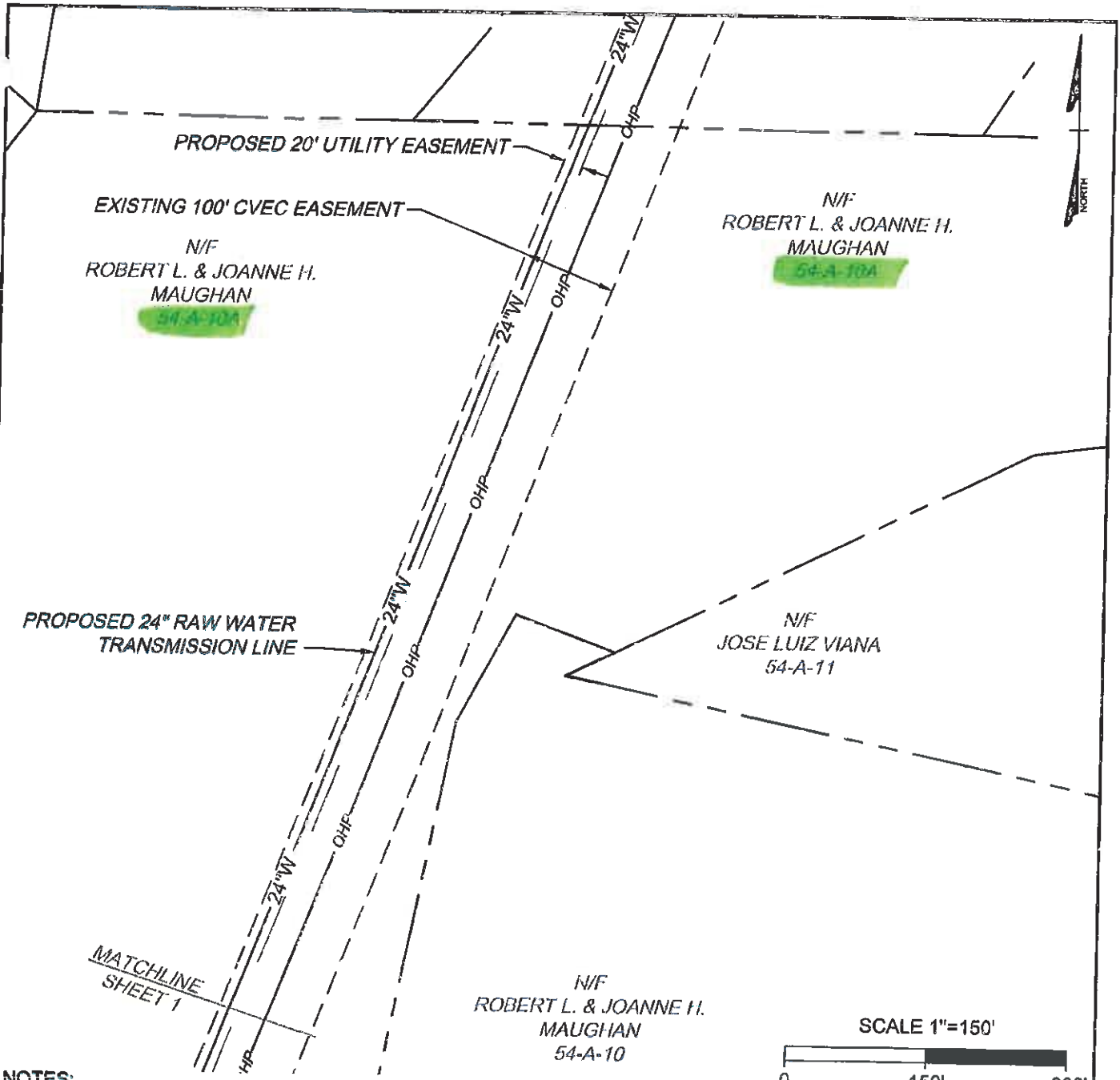
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 67-12-A3**

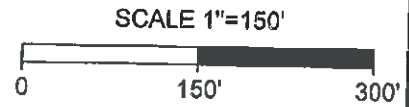
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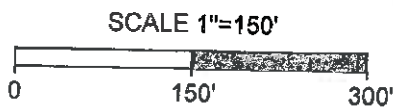
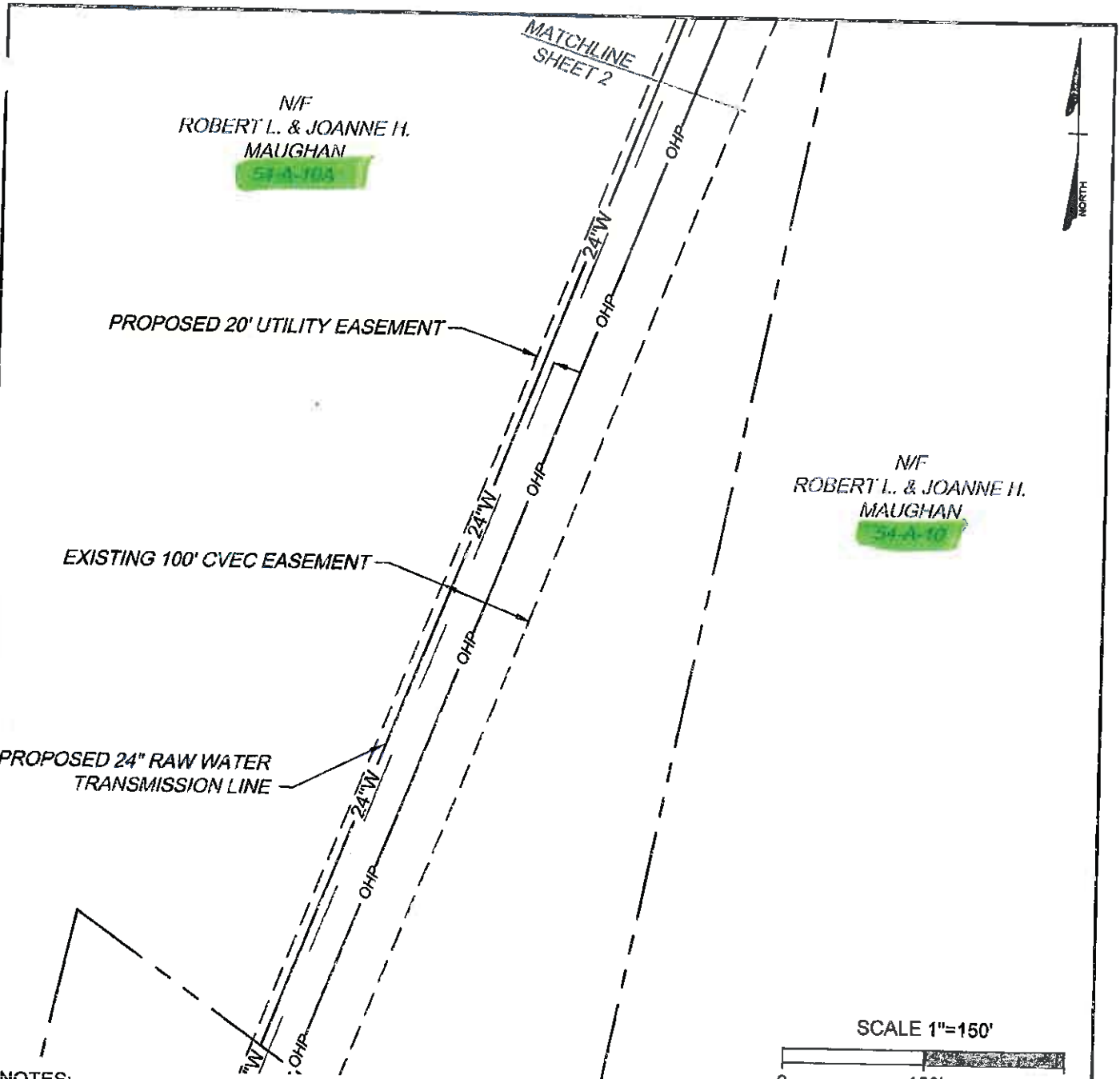
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-A-10A**

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Planning Dept.



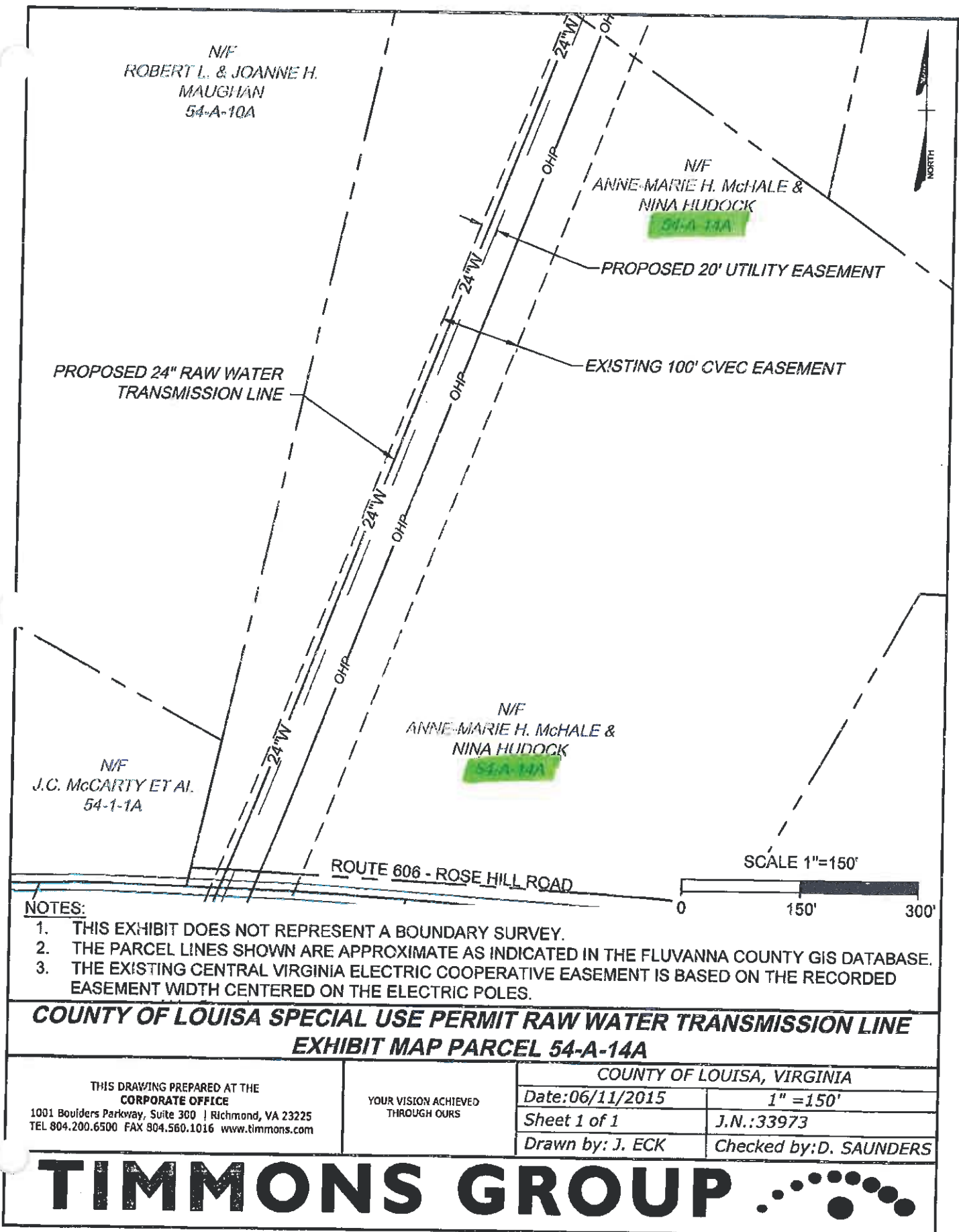
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-A-10A**

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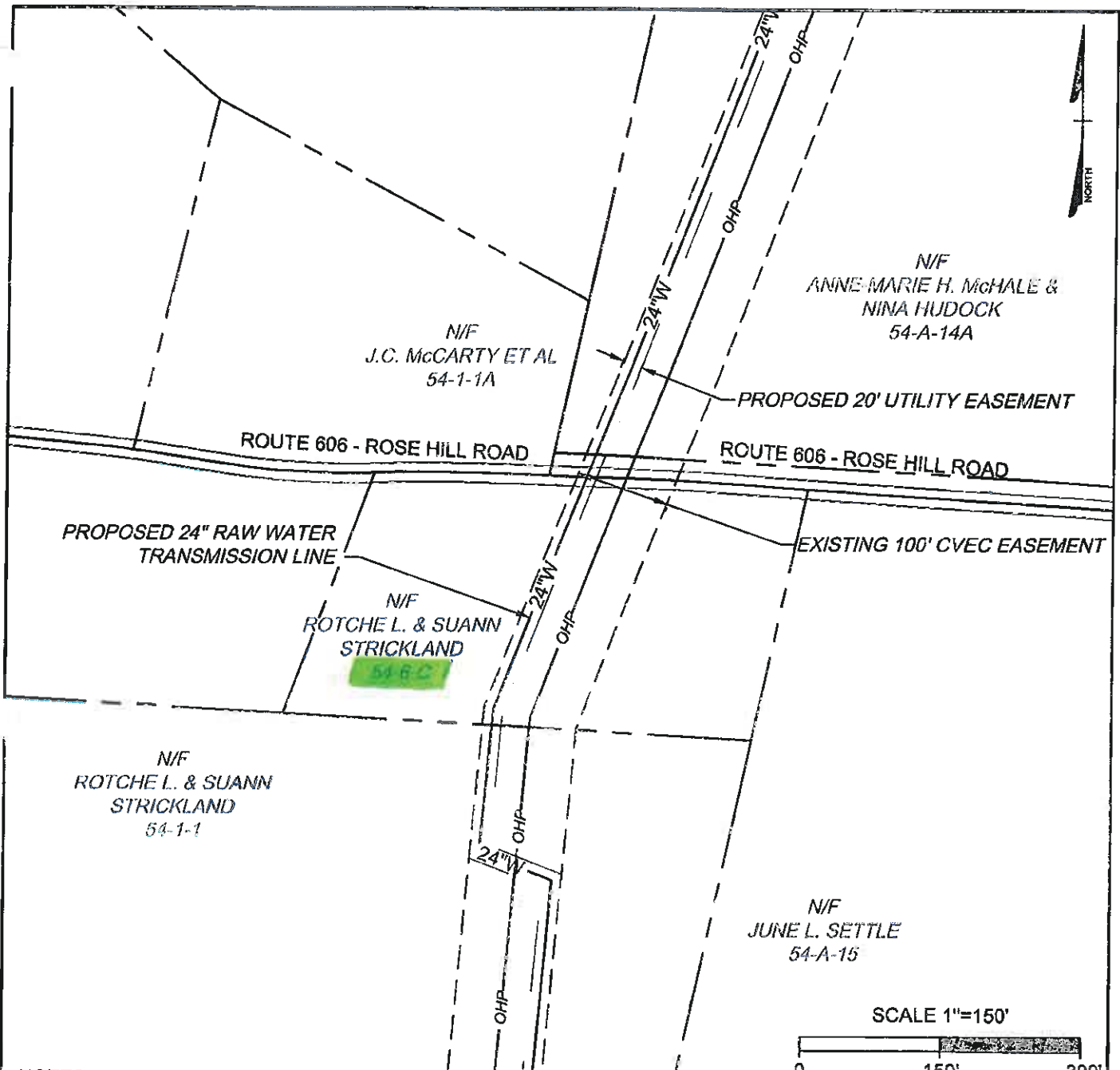
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-A-14A**

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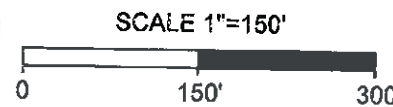
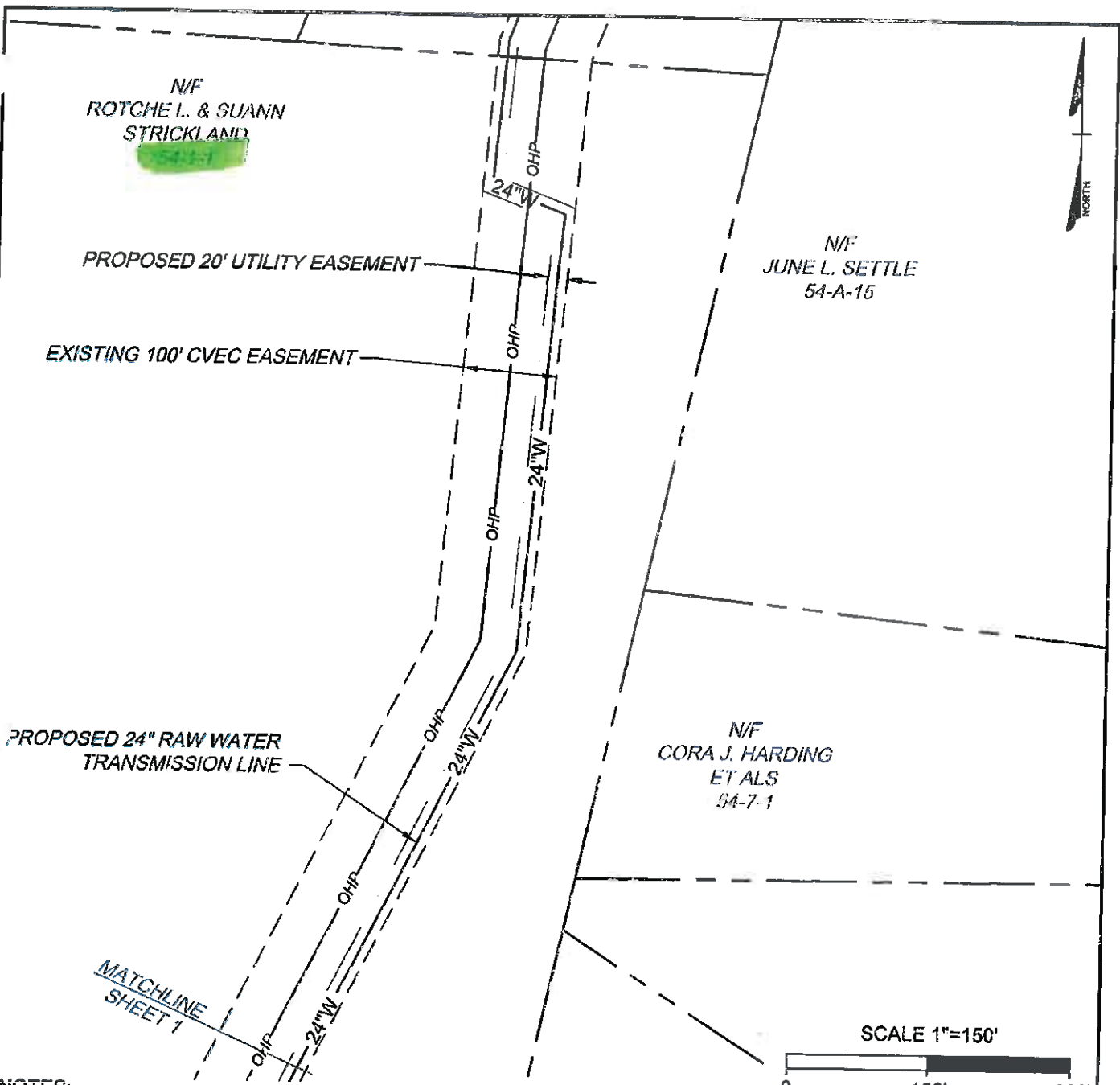
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-6-C**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.550.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS







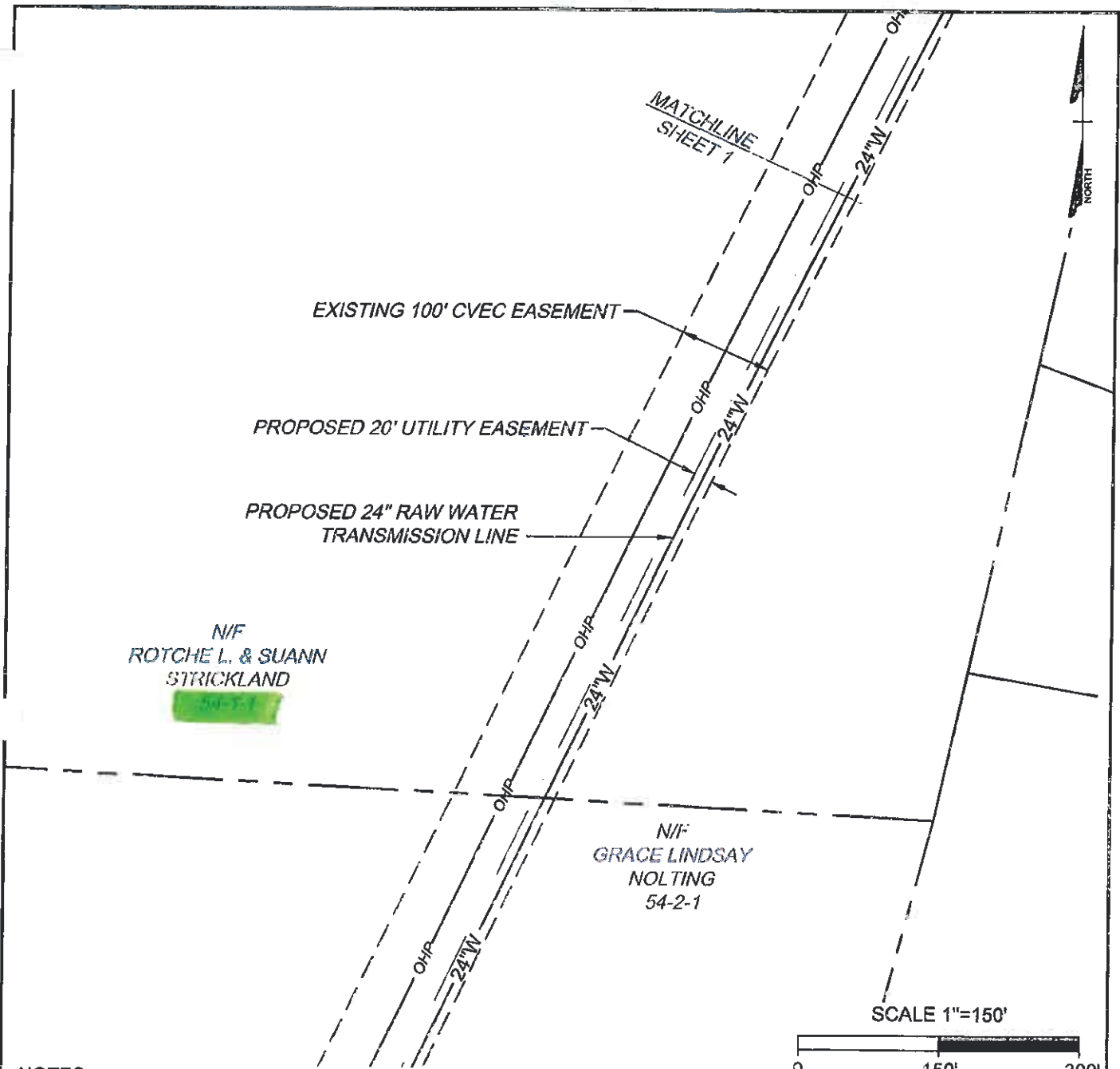
**NOTES:**

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-1-1**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





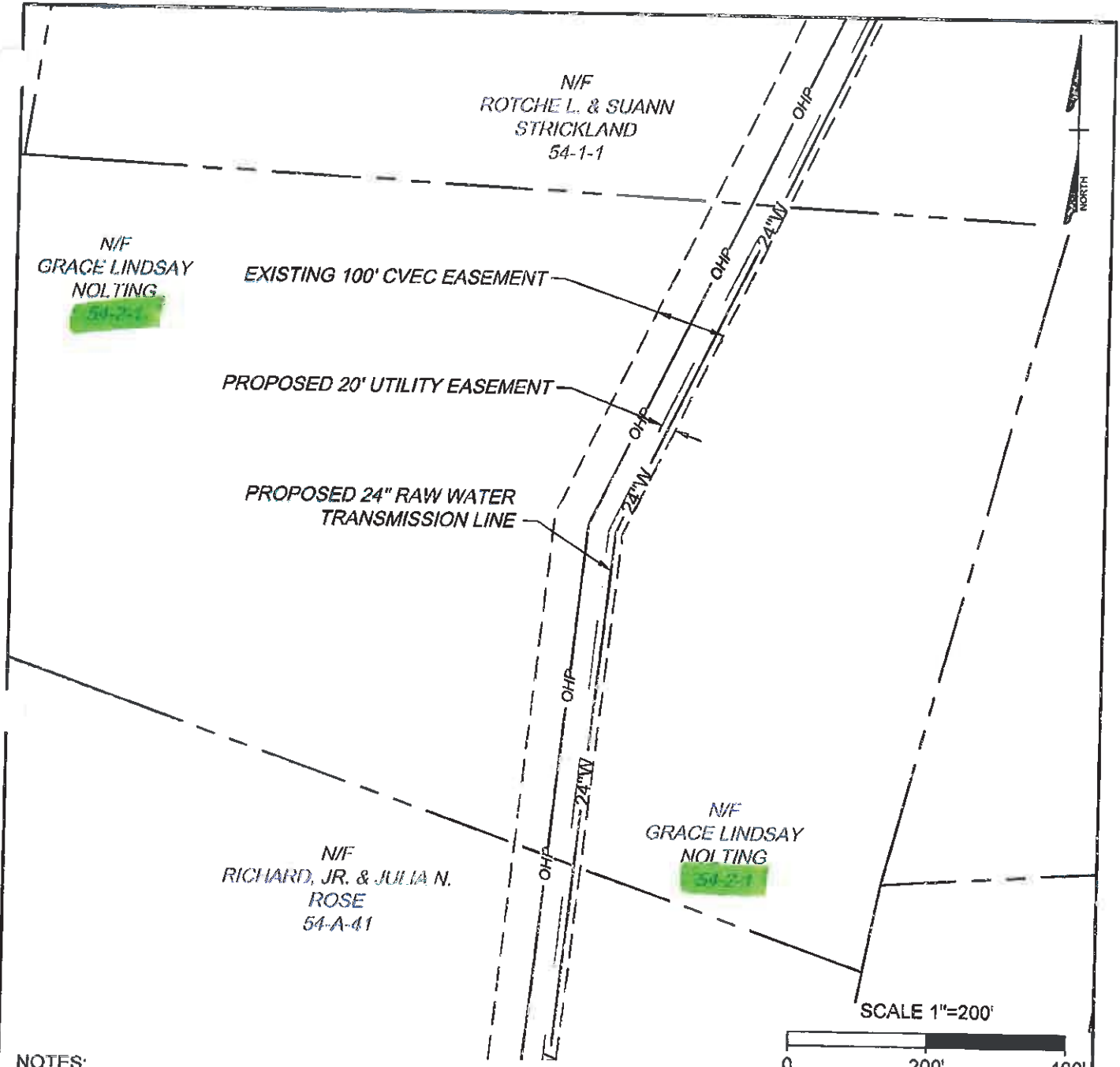
**NOTES:**

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-1-1**

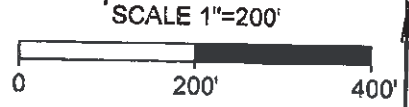
THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





**NOTES:**

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.



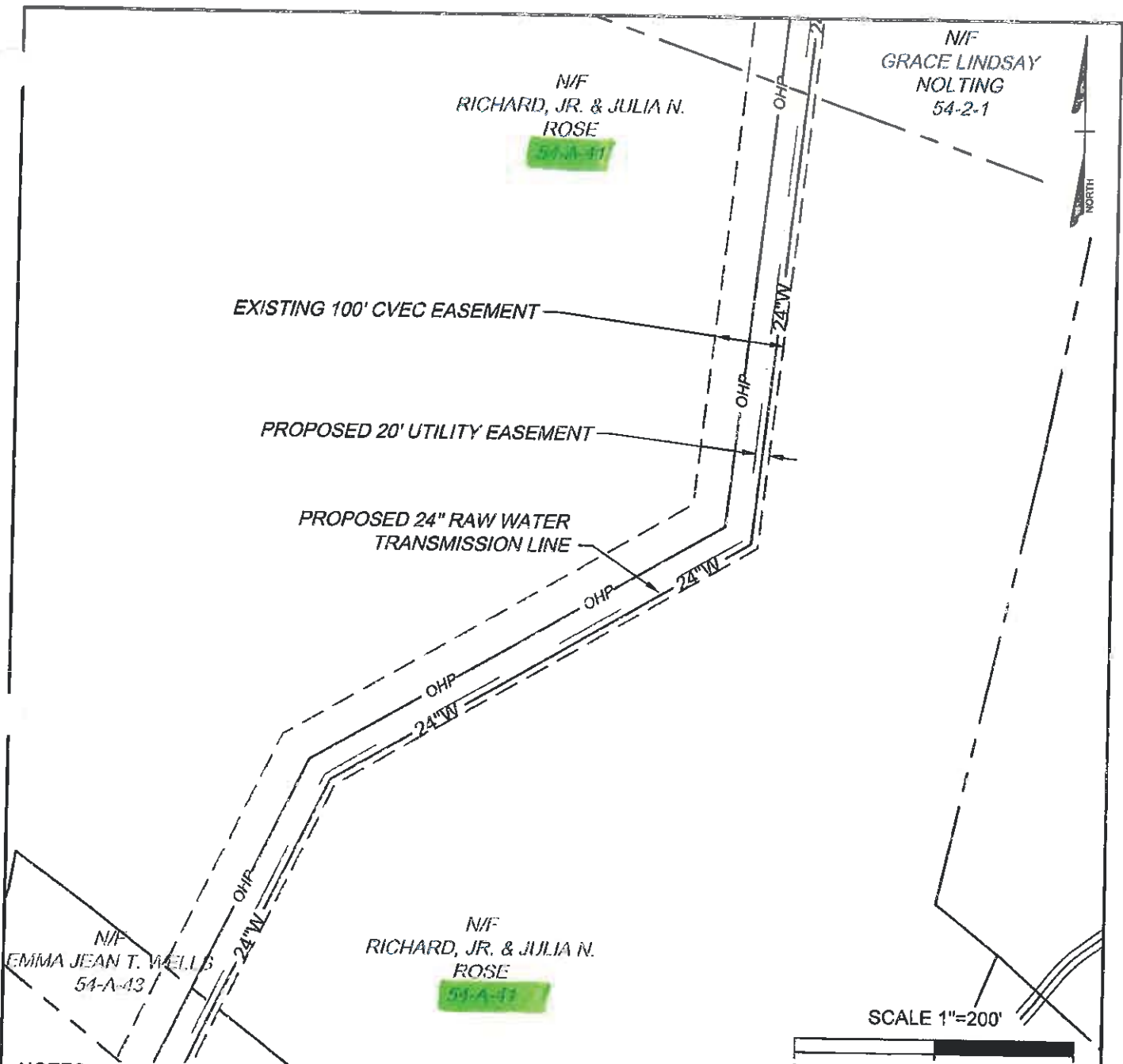
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-2-1**

THIS DRAWING PREPARED AT THE  
**CORPORATE OFFICE**  
1001 Boulders Parkway, Suite 300 | Richmond, VA 23225  
TEL 804.200.6500 FAX 804.560.1016 www.timmons.com

YOUR VISION ACHIEVED  
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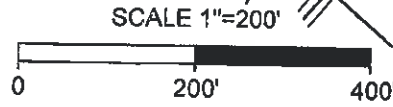
COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 200'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





**NOTES:**

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.



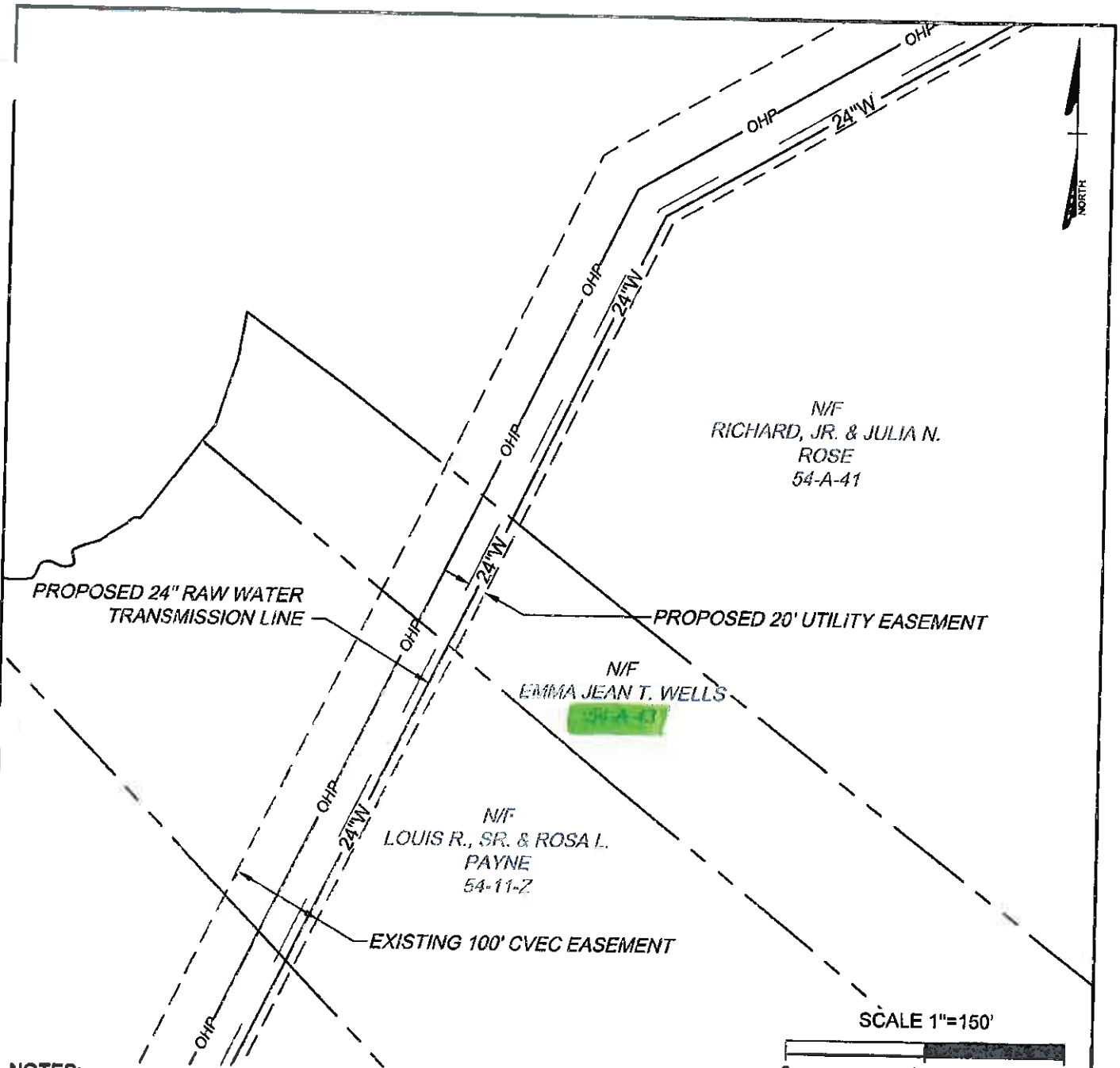
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-A-41**

THIS DRAWING PREPARED AT THE  
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1001 Boulders Parkway, Suite 300 | Richmond, VA 23225  
TEL 804.200.6500 FAX 804.560.1016 www.timmons.com

YOUR VISION ACHIEVED  
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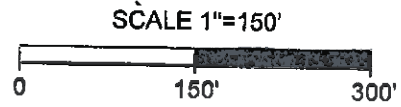
COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 200'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





**NOTES:**

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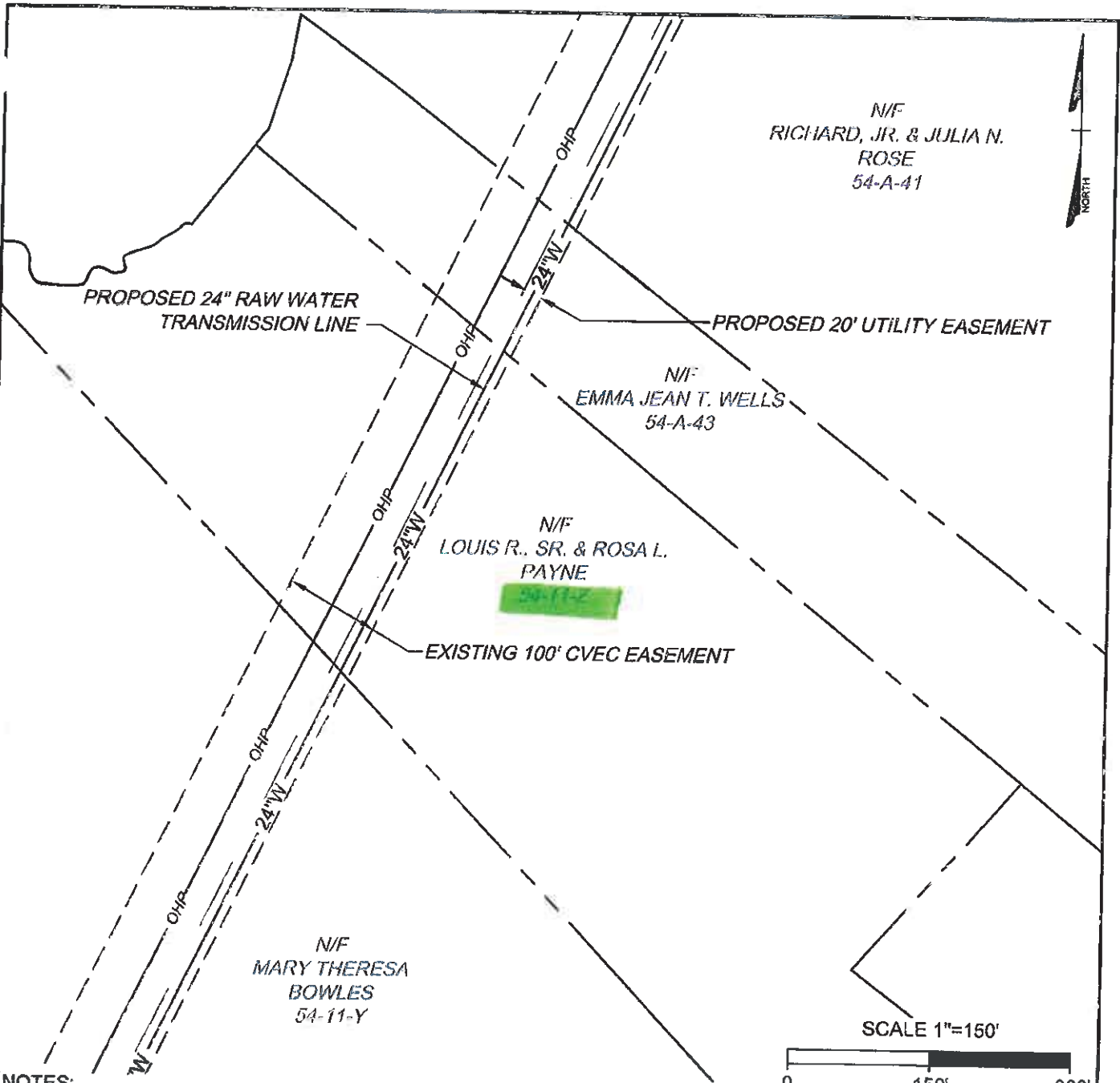
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-A-43**

THIS DRAWING PREPARED AT THE  
**CORPORATE OFFICE**  
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YOUR VISION ACHIEVED  
THROUGH OURS

COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





**NOTES:**

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2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

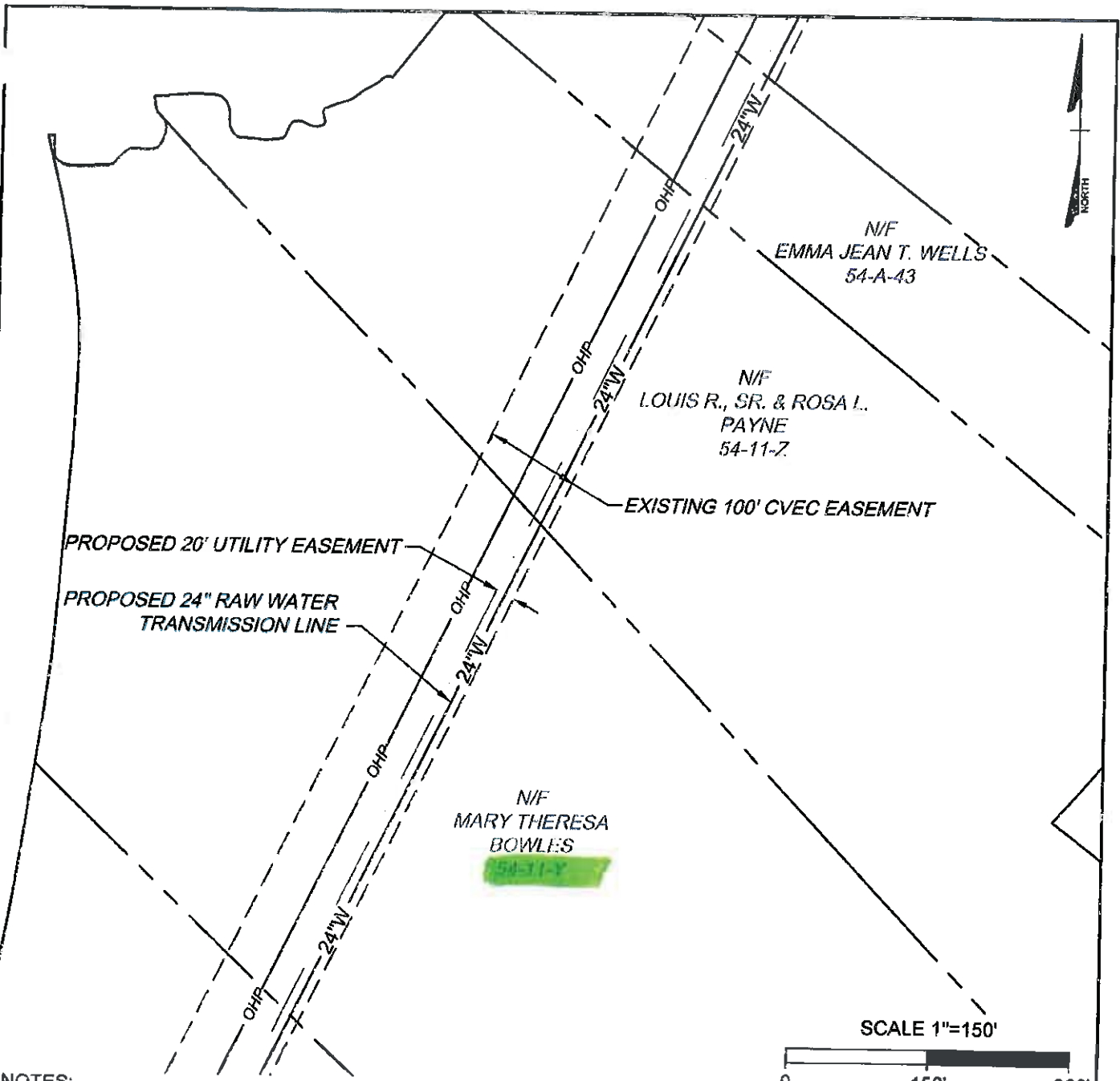
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-11-Z**

THIS DRAWING PREPARED AT THE  
**CORPORATE OFFICE**  
1001 Boulders Parkway, Suite 300 | Richmond, VA 23225  
TEL 804.200.6500 FAX 804.560.1016 www.timmons.com

YOUR VISION ACHIEVED  
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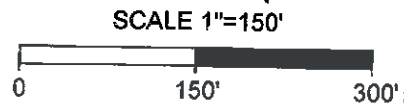
COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





**NOTES:**

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-11-Y**

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YOUR VISION ACHIEVED  
THROUGH OURS

COUNTY OF LOUISA, VIRGINIA

Date: 06/11/2015

1" = 150'

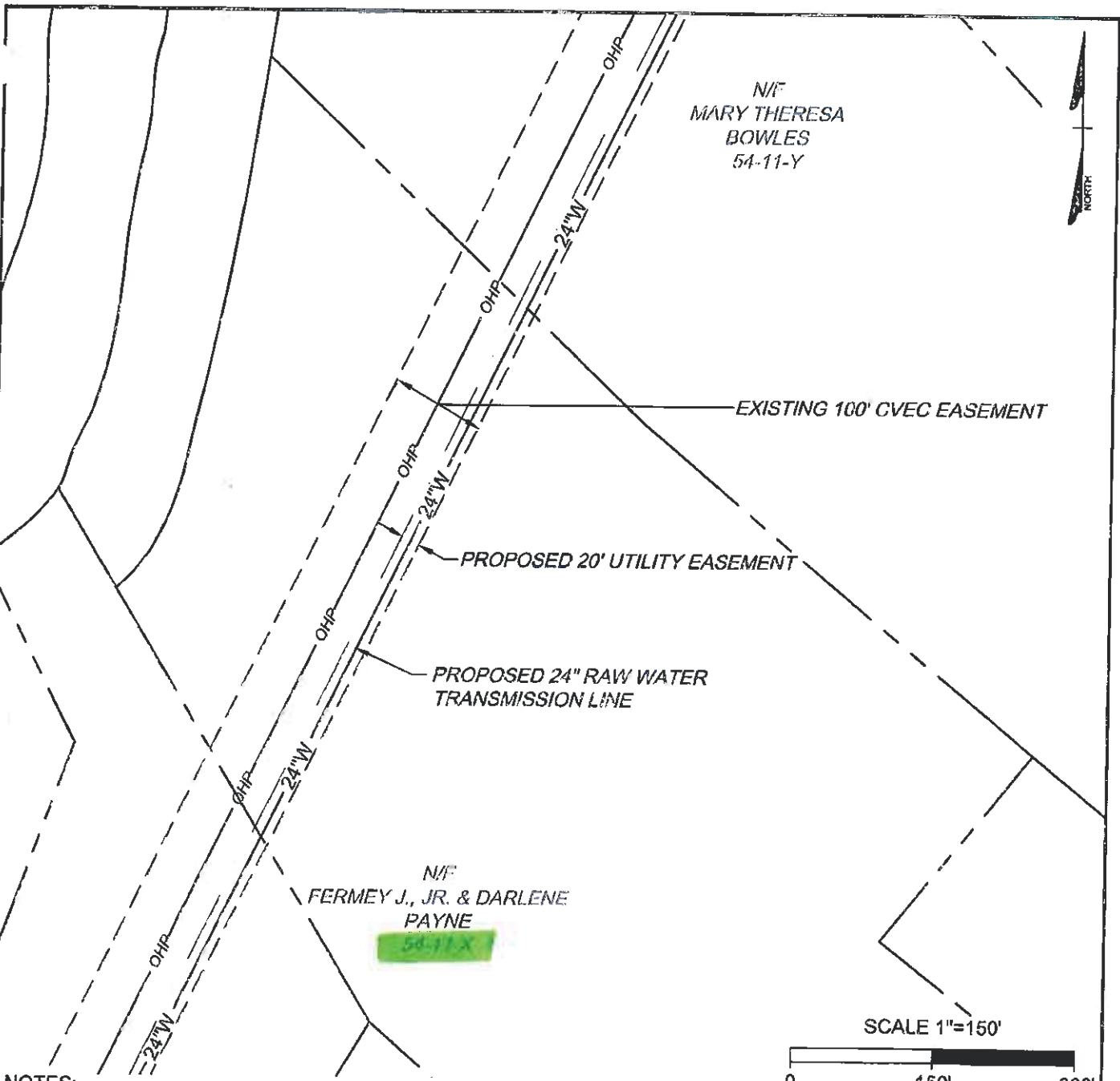
Sheet 1 of 1

J.N.: 33973

Drawn by: J. ECK

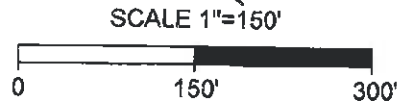
Checked by: D. SAUNDERS

**TIMMONS GROUP**



**NOTES:**

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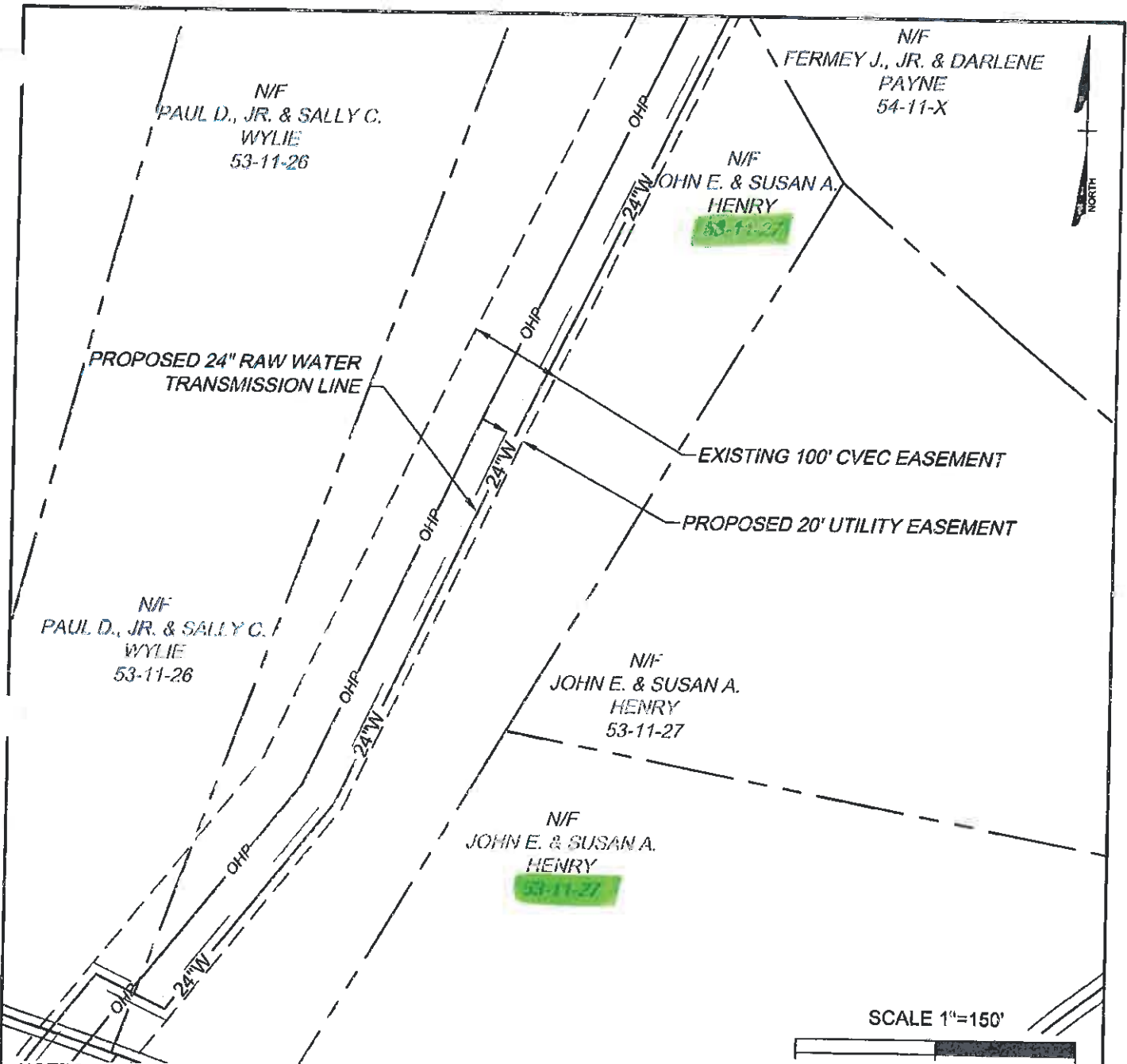


**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-11-X**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.566.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS







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3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

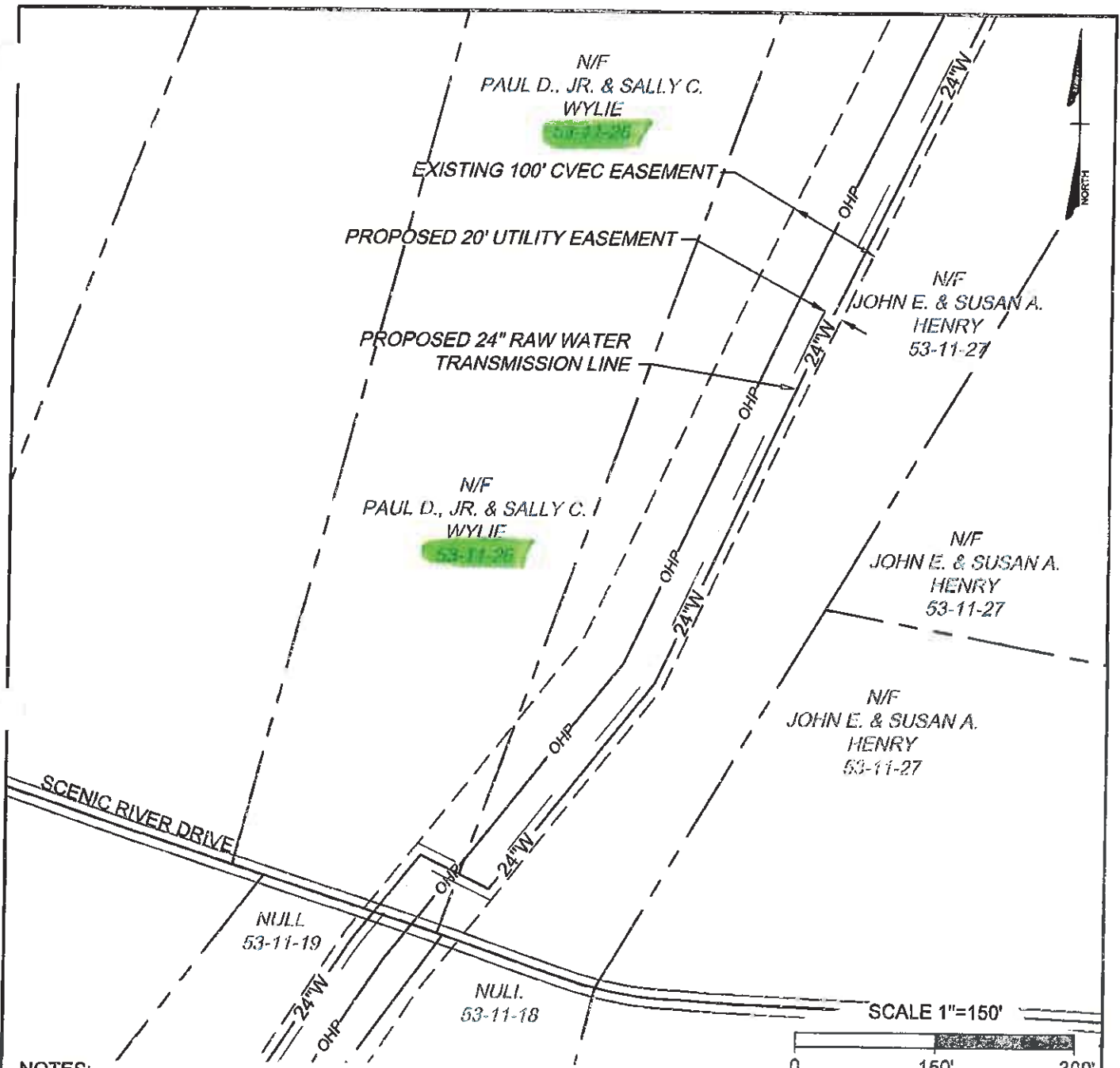
**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-11-27**

THIS DRAWING PREPARED AT THE  
**CORPORATE OFFICE**  
1001 Boulders Parkway, Suite 300 | Richmond, VA 23225  
TEL 804.200.6500 FAX 804.560.1016 www.timmons.com

YOUR VISION ACHIEVED  
THROUGH OURS

COUNTY OF LOUISA, VIRGINIA	
Date: 06/11/2015	1" = 150'
Sheet 1 of 1	J.N.: 33973
Drawn by: J. ECK	Checked by: D. SAUNDERS





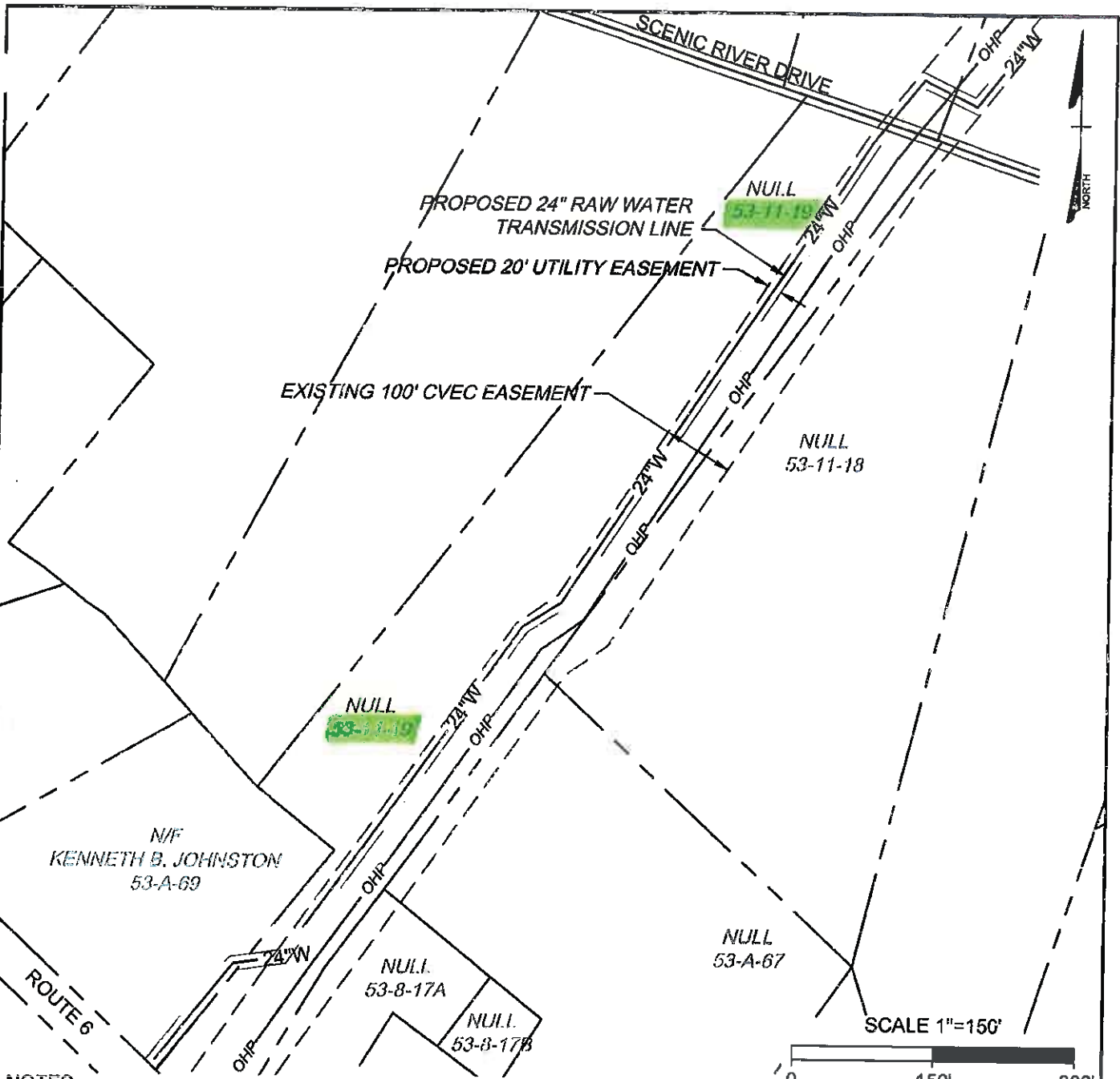
**NOTES:**

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-11-26**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





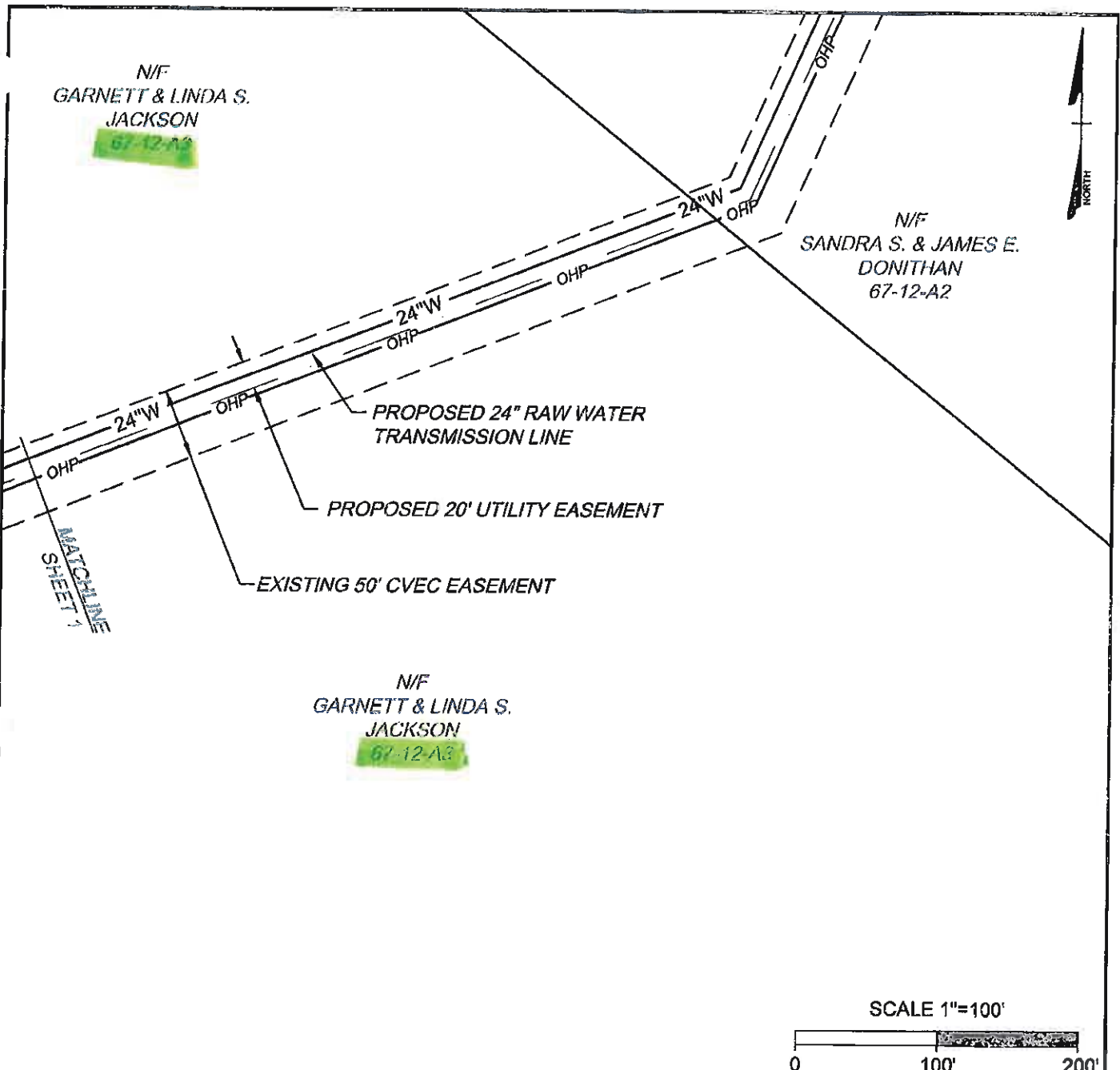
**NOTES:**

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 54-11-19**

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		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS





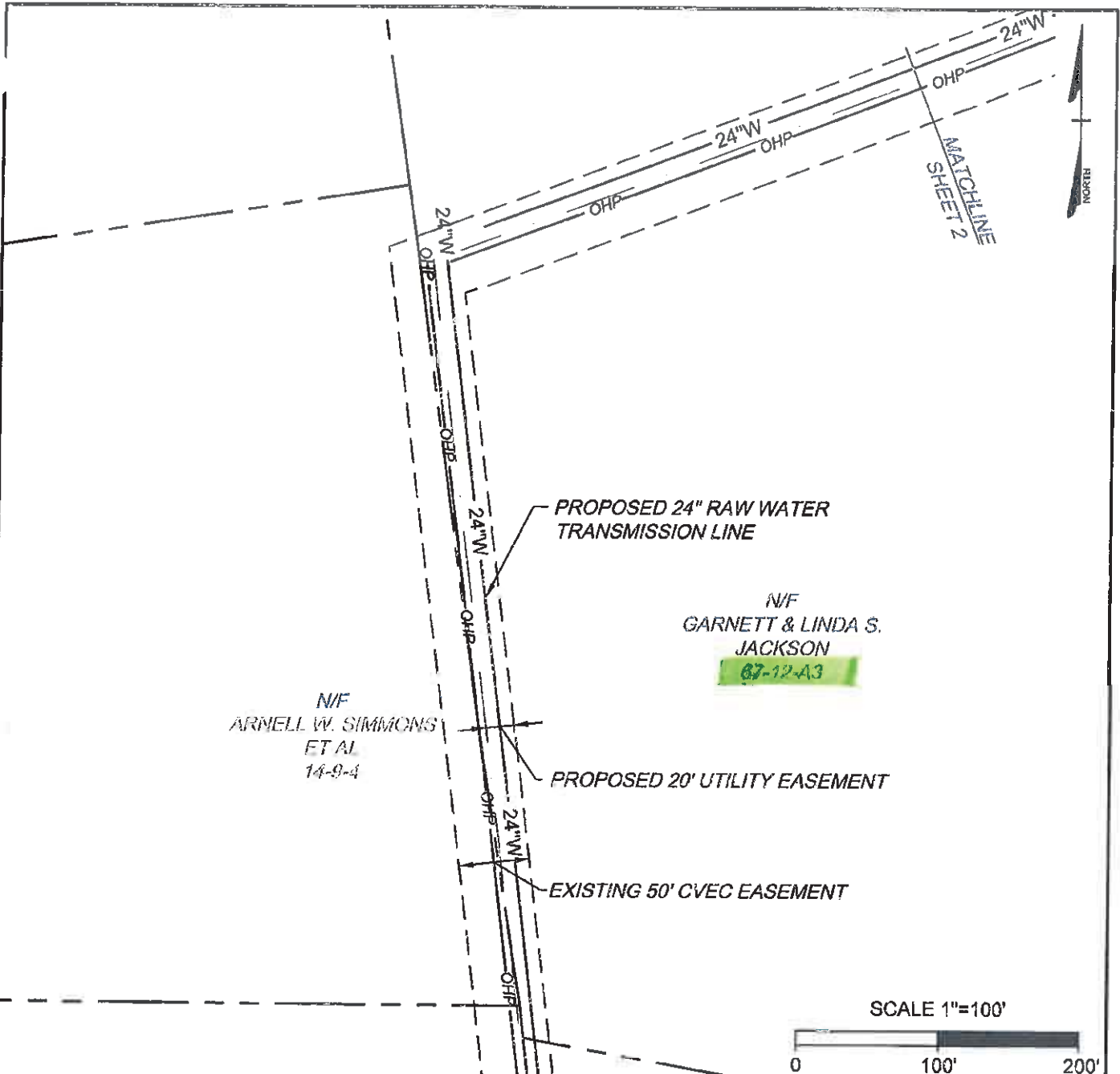
**NOTES:**

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**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 67-12-A3**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 100'
		Sheet 2 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS

**TIMMONS GROUP**



**NOTES:**

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3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 67-12-A3**

<p>THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com</p>	<p>YOUR VISION ACHIEVED THROUGH OURS</p>	<b>COUNTY OF LOUISA, VIRGINIA</b>	
		Date: 06/11/2015	1" = 100'
		Sheet 1 of 2	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS



# **Executed Agency Agreements**

**Authorization to apply for the SUP's on behalf of the property owner(s)**

Planning Dept.

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Arnell W. Simmons ET AL ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Arnell W. Simmons Dated: 7-28-2015

Print: Arnell W. Simmons

Agent: Pamela Baylmore Dated: 07/14/2015

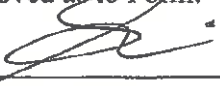
Received

AUG 05 2015

Planning Dept.

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 8-03-2015



AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Christopher E. Pucsek ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

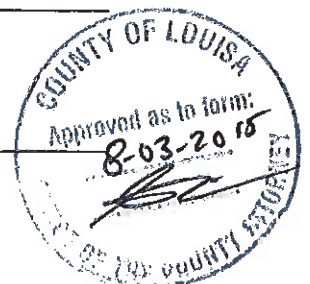
**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Chris Pucsek Dated: 7/21/15  
 Print: Chris Pucsek  
 Agent: Pamela Beughman Dated: 07/14/2015



14 A 14

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Gwendolyn D. Jones ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Gwendolyn Jones

Dated: 7/22/2015

Print: Gwendolyn Jones

Agent: Pamela Beuchman

Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 8-03-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 15 day of July, 2015, by and between Shelia Waddy ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline;

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

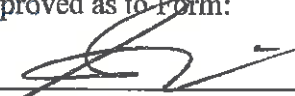
1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Shelia Waddy Dated: 7/28/15  
 Print: Shelia Waddy  
 Agent: Pamela Beuchman Dated: 07/22/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 8-03-2015

TM # 14 A 20A

**AGENCY AGREEMENT**

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Janet M. Grubbs ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

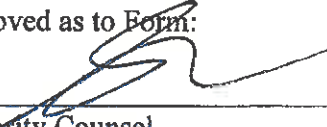
This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Janet M. Grubbs Dated: 7/21/15  
 Print: AKA Janet B. Grubbs / Janet M. Grubbs / Janet G. Grubbs

Agent: Pamela Beuchman Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 7-24-2015

**AGENCY AGREEMENT**

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between John M. & Kristie L. Sheridan ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: John M. Sheridan Kristie L. Sheridan Dated: 07/24/15

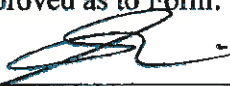
Print: John M. Sheridan Kristie L. Sheridan

Agent: Patricia Brughman Dated: 07/14/2015



Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 8-03-2015

TM # 23 A 51

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between William D. Weisenberger ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: William D. Weisenberger

Dated: 7/20/2015

Print: William Weisenberger TM

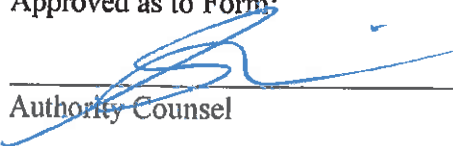
Agent: Pamela Beuchman

Dated: 07/14/2015

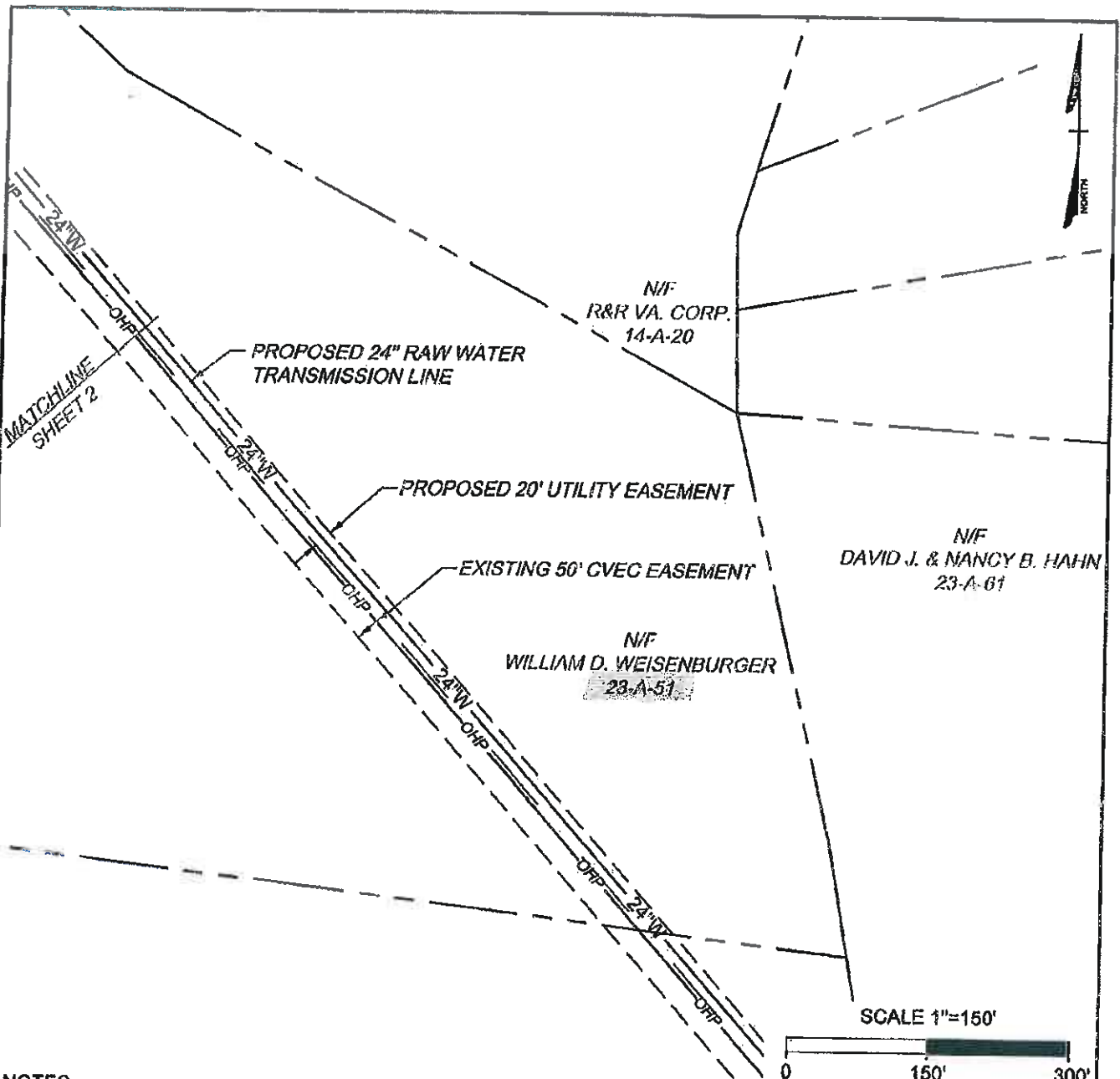
THIS IS THE PROPERTY WITH HORSES

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 7-22-2015



**NOTES:**

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-51**

THIS DRAWING PREPARED AT THE CORPORATE OFFICE 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 3	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS



AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Parrish Revocable Living Trust ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Stephen Parrish Dated: 7/27/2015  
 Print: STEPHEN PARRISH  
 Agent: Pamela Beuchfman Dated: 07/14/2015

**Pamela Baughman, LCWA General  
Manager**

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 8-03-2015\_\_\_\_\_

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between William R. Hodge Jr, ET AL ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:


Owner: *Tammy Sayers* Dated: 7/23/15

Print: Tammy Sayers

Agent: *Pamela Beightman* Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 8-03-2015



TM 2312D

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Smart Living Trust ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Nancy P. Smart Dated: 7/20/2015

Print: Nancy P. Smart

Agent: Pamela Bruchman Dated: 07/19/2015

Approved as to form: [Signature]  
AUTHORITY/COUNTY ATTORNEY

7-22-2015  
Date

TM 23 12 A

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between William D. Weisenburger, Jr. ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: William D. Weisenburger, Jr.

Dated: 7/20/2015

Print: William D. Weisenburger, Jr.

Agent: Pamela Bayliss

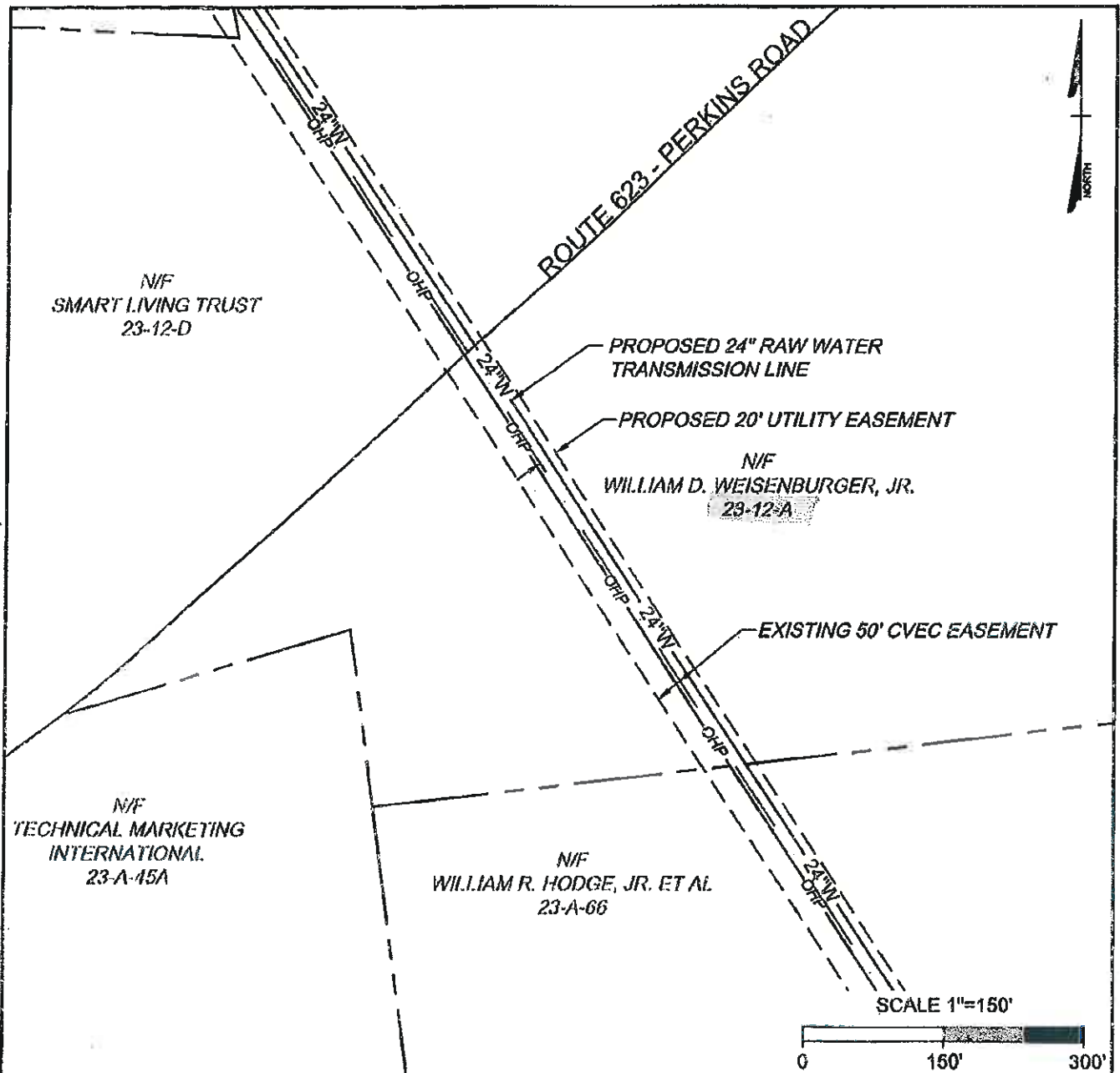
Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 7-22-2015



**NOTES:**

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-12-A**

THIS DRAWING PREPARED AT THE CORPORATE OFFICE 1001 Boulders Parkway, Suite 300   Richmond, VA 23225 TEL 804.280.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 150'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS



TM# 23 A 70

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Estate of John M. Cox ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

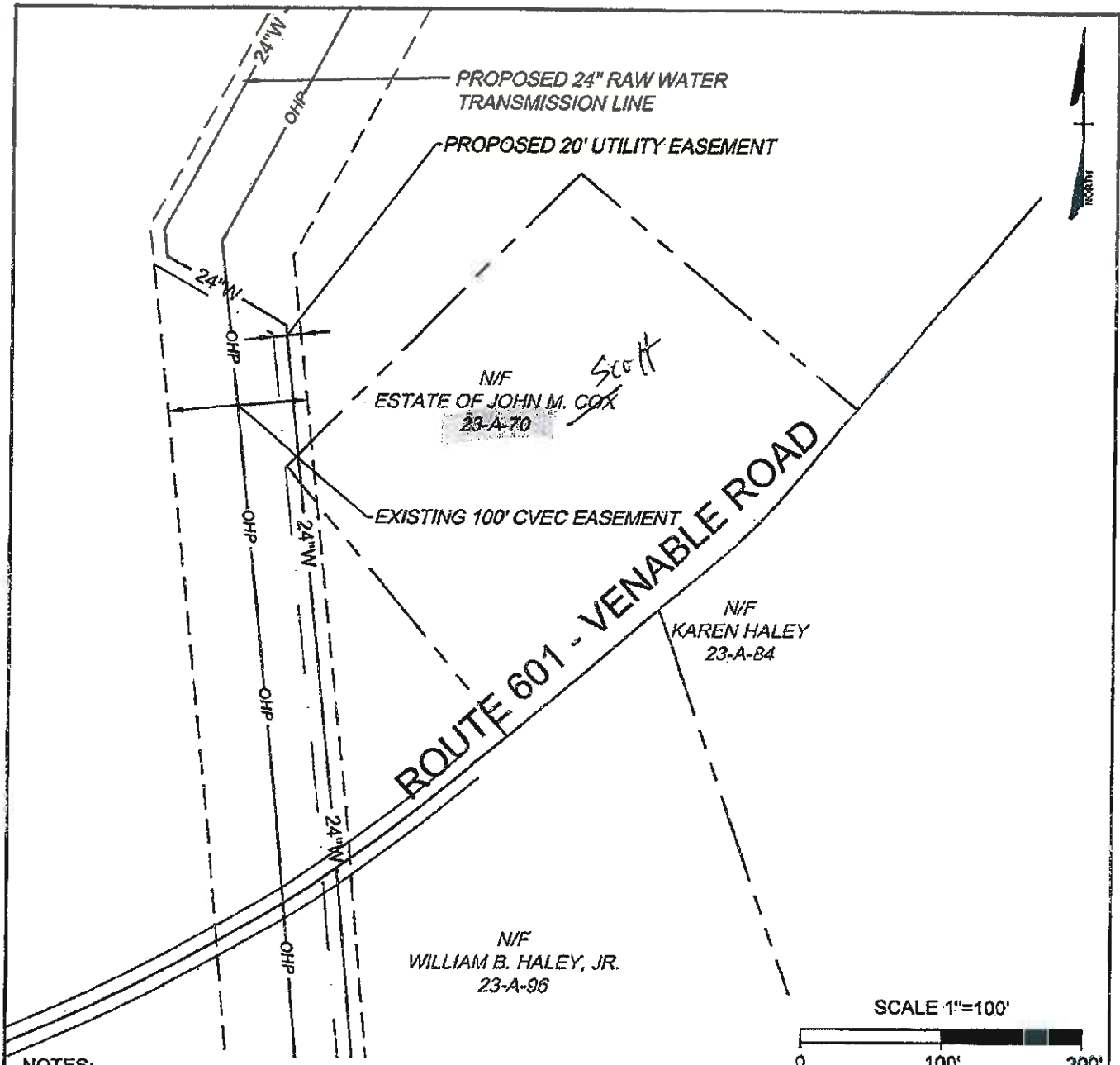
Owner: Dorothy Beale, Executor for John M. Scott Est. Dated: July 21, 2015  
 Print: DOROTHY BEALE, EXECUTOR for JOHN SCOTT EST.  
 Agent: Pamela Boughman Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 7-23-2015



**NOTES:**

1. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE PARCEL LINES SHOWN ARE APPROXIMATE AS INDICATED IN THE FLUVANNA COUNTY GIS DATABASE.
3. THE EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE EASEMENT IS BASED ON THE RECORDED EASEMENT WIDTH CENTERED ON THE ELECTRIC POLES.

**COUNTY OF LOUISA SPECIAL USE PERMIT RAW WATER TRANSMISSION LINE  
EXHIBIT MAP PARCEL 23-A-70**

THIS DRAWING PREPARED AT THE <b>CORPORATE OFFICE</b> 1001 Boulders Parkway, Suite 500   Richmond, VA 23225 TEL 804.200.6500 FAX 804.560.1016 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	COUNTY OF LOUISA, VIRGINIA	
		Date: 06/11/2015	1" = 100'
		Sheet 1 of 1	J.N.: 33973
		Drawn by: J. ECK	Checked by: D. SAUNDERS



TM 23 A 96

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between William B. Haley, Jr. ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and


**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:


**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner:  Dated: 7/18/2015

Print: WILLIAM B. HALEY JR.

Agent:  Dated: 07/14/2015



Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 7/20/2015

TM 23429

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Grapetree Group LLC ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

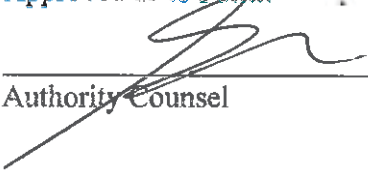
Owner: H. Edward Chapman Managing Partner Dated: 7-14-2015

Print: Grapetree Group LLC - H. Edward Chapman

Agent: Pamela Broughman Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 7-21-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Equity Trust Company ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Marla Miller Dated: 7/28/15  
 Print: Marla Miller  
 Agent: Pamela Baughman Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 8-05-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Carolyn H. Cpoenhaver ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Carolyn H. Copenhaver Dated: 07/27/2015

Print: CAROLYN H. COPENHAVER

Agent: Pamela Beaufort Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 8-03-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Charlotte R. Kidd ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Charlotte R. Kidd

Dated: 7-25-2015

Print: Charlotte R. Kidd

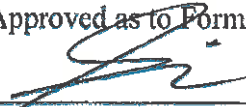
Agent: Pamela Beugelman

Dated: 07/14/2015



Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 8-03-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Miller Revocable Trust ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Jane M. Miller  
Martin Miller  
 Print: Jane M. Miller  
MARTIN MILLER

Dated: 7/23/2015

Agent: Pamela Boughman

Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:



\_\_\_\_\_  
Authority Counsel

Dated: 8-03-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between William B. Morgan, III ET UX ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

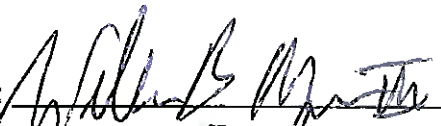
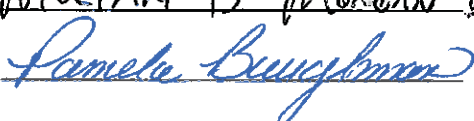
**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

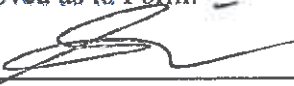
1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner:  Dated: 7-24-15  
 Print: William B Morgan III  
 Agent:  Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 8-03-2015

Tm 343C

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Nellie M. Richardson ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Nellie M. Richardson Dated: July 17, 2015

Print: Nellie M Richardson

Agent: Samela Beuglman Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 7/20/2015

TM 3411

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Beckman Revocable Trust ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: David P. Beckman  
Mary T. Beckman

Dated: 07/20/2015

Print: DAVID P. BECKMAN  
MARY T. BECKMAN


Agent: Pamela Baughman

Dated: 07/14/2015



Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 7-23-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Mary Anne Gresham, ET AL ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and



**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

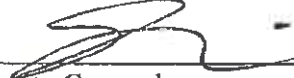
1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:



  
 Owner: Timothy L. Gresham Victor A. Gresham Dated: 7-25-15 7/26/15 7/27/15
  
 Print: Mary Anne Gresham
  
 Agent: Patricia Beaujourn Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 8-03-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Mary C. Turner ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:


Owner: Mary C. Turner Dated: 7/21/15

Print: Mary C Turner

Agent: Pamela Bueghman Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 8-03-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Hall Revocable Trust ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

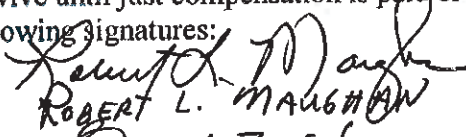

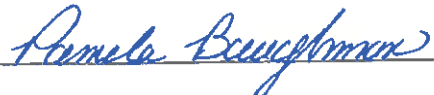
**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:


1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner:  Dated: 7/22/15  
 Print: ROBERT L. MAUGHAN  
 Owner:   
 Print: ERNEST E. HALL  
 Agent:  Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 8-03-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Hall Revocable Trust ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

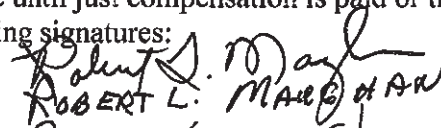
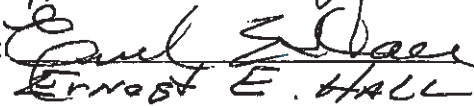

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

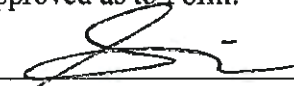
This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner:  Dated: 7/22/15  
 Print: ROBERT L. MAYS  
 Owner:   
 Print: ERNEST E. HALL  
 Agent:  Dated: 07/14/2015



Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 8-03-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Hall Revocable Trust ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

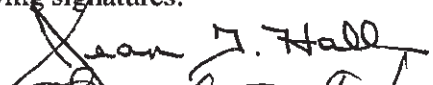
**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:


1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

  
 Owner: Leon J. Hall Dated: 7/22/15  
 Print: Ernest E. Hall  
 Agent: Pamela Baughman Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 8-03-2015

TM'S 4431  
4423

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between C. Allen & Loretta M. Haden ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: 

Dated: 7/16/15

Print: \_\_\_\_\_

Agent: 

Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 7/20/2015

TM # 4425

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Jeffery S. & Emily I. Lukhard ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:


1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Jeffery S. Lukhard Dated: 7-17-15  
 Print: Jeffery S. Lukhard  
 Agent: Pamela Baucom Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 7-23-2015

TM  
4422

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between John E. Jones ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: J.E. Jones

Dated: 7-16-15

Print: J.E. Jones

Agent: Pamela Burchman

Dated: 07/14/2015



Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 7/20/2015

TM  
4421

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between John E. Jones ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: J.E. Jones

Dated: 7-16-15


Print: J.E. Jones

Agent: Pamela Burchett

Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 7/20/2015

TM # 54 A 10A

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Robert L. & Joanne H. Maughan ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Robert L. Maughan  
 Print: ROBERT L. MAUGHAN  
 Owner: Jo Anne H. Maughan Dated: July 21, 2015  
 Print: Jo Anne H. Maughan  
 Agent: Pamela Bruchman Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 7-24-2015

TM # 54 A 41

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Richard, Jr. & Julia N. Rose ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

WHEREAS, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

WHEREAS, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

WHEREAS, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Julia N. Rose

Dated: 7/21/2015

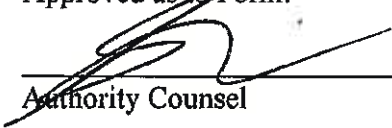
Print: Julia N. Rose

Agent: Pamela Boughman

Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 7-24-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Louis R., Sr. & Rosa L. Payne ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.


This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Rosa L Payne Dated: 7-21-15  
 Print: Rosa L Payne  
 Agent: Samela Burchman Dated: 07/14/2015



Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_

Authority Counsel

Dated: 8-03-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Paul D., Jr. & Sally C. Wylie ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Paul D. Wylie, Jr. / Sally C. Wylie  
 Print: Paul D. Wylie, Jr. / Sally C. Wylie  
 Agent: Pamela Buchanan

Dated: 7-31-2015

Dated: 07/14/2015



AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Fermey J., Jr. & Darlene Payne ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

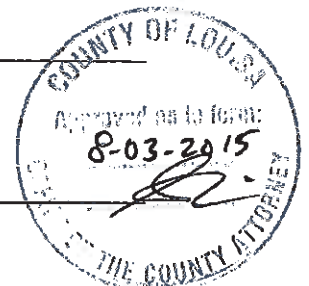
Owner: Fermey J. Payne Jr.

Print: \_\_\_\_\_

Agent: Pamela Beughman

Dated: 7-28-2015

Dated: 07/14/2015



TU# 53 1127

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between John E. & Susan A. Henry ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: *Susan A. Henry* Dated: 7/18/2015

Print: SUSAN A. HENRY

Agent: *Pamela Boughtman* Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form: ✓

  
\_\_\_\_\_  
Authority Counsel

Dated: 7-23-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Rotche L. & Suann Strickland ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: *Rotche L. Strickland*  
*Suann J. Strickland*  
*Rotche L. Strickland*  
 Print: Suann L. Strickland

Dated: 08/03/2015

Agent: *Pamela Buechman*  
 Dated: 07/14/2015

Pamela Baughman, LCWA General  
Manager

Approved as to Form:

  
\_\_\_\_\_  
Authority Counsel

Dated: 8-10-2015

AGENCY AGREEMENT

This agency agreement ("Agreement") is made this 14 day of July, 2015, by and between Canaan Saving Station Church ("Owner") and the Louisa County Water Authority ("Agent") to grant the Agent the right to apply for a special use permit (SUP) for a raw water pipeline in an easement across the land of the Owner.

**WHEREAS**, the Agent contemplates the construction of a raw water pipeline in an easement across the land of the Owner, as shown on the [exhibit map] attached to this Agreement; and

**WHEREAS**, under the Fluvanna County Zoning Ordinance, the pipeline requires a special use permit (SUP); and

**WHEREAS**, the Agent wishes to have the authority to seek an SUP to construct the pipeline:

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Agent hereby covenant and agree:

1. The Owner is the owner of the property with full rights to enter this agreement.
2. The Agent will apply for an SUP for a raw water pipeline to be constructed in the easement as shown on the [exhibit map] attached.
3. The Agent will pay any and all fees necessary for filing the SUP application, as well as preparing the application. The Owner will be given written notice of intent to file the application at least seven days before its filing and will have the opportunity to review the application if the Owner promptly requests to do so.
4. If the Board of Supervisors of Fluvanna County requests a route that differs more than minimally from that shown on the attached [exhibit map], the Agent will seek the Owner's consent to the changed route prior to final approval by the Board of Supervisors.
5. The Agent will make an offer of just compensation for the easement as determined and provided by law prior to starting construction. The Owner will retain the right to negotiate just compensation or resort to judicial process to determine just compensation.

This Agreement will terminate on December 31, 2015, except covenant 5, which shall survive until just compensation is paid or the pipeline project is abandoned. Witness the following signatures:

Owner: Canaan Soul Saving Station Church Dated: 8/11/15

Print: Canaan Soul Saving Station Church

Agent: Pamela Beaufort Dated: 07/14/2015





July 18, 2015

Pam Baughman  
 General Manager  
 Louisa County Water Authority  
 P.O. Box 9  
 Louisa, Virginia 23093

Dear Mrs. Baughman,

Since we initially began this process my husband, John, passed away on February 9, 2015. I have enclosed the requested signed Agency Agreement from your letter dated July 14, 2015. I have also enclosed a death certificate for John and a copy of his will and probate of will in Prince William Co., VA. John and I owned the land in Fluvanna County, VA, together as husband and wife. The Agency Agreement will therefore be in my name only; and any and all future transactions will be in my name only.

If you have questions or need to contact me, please do so at H: (571) 261-4934 or C: (703) 791-3666.

Thank you.

Sincerely,

Susan G. Henry

# James River Water Authority Water Pipeline

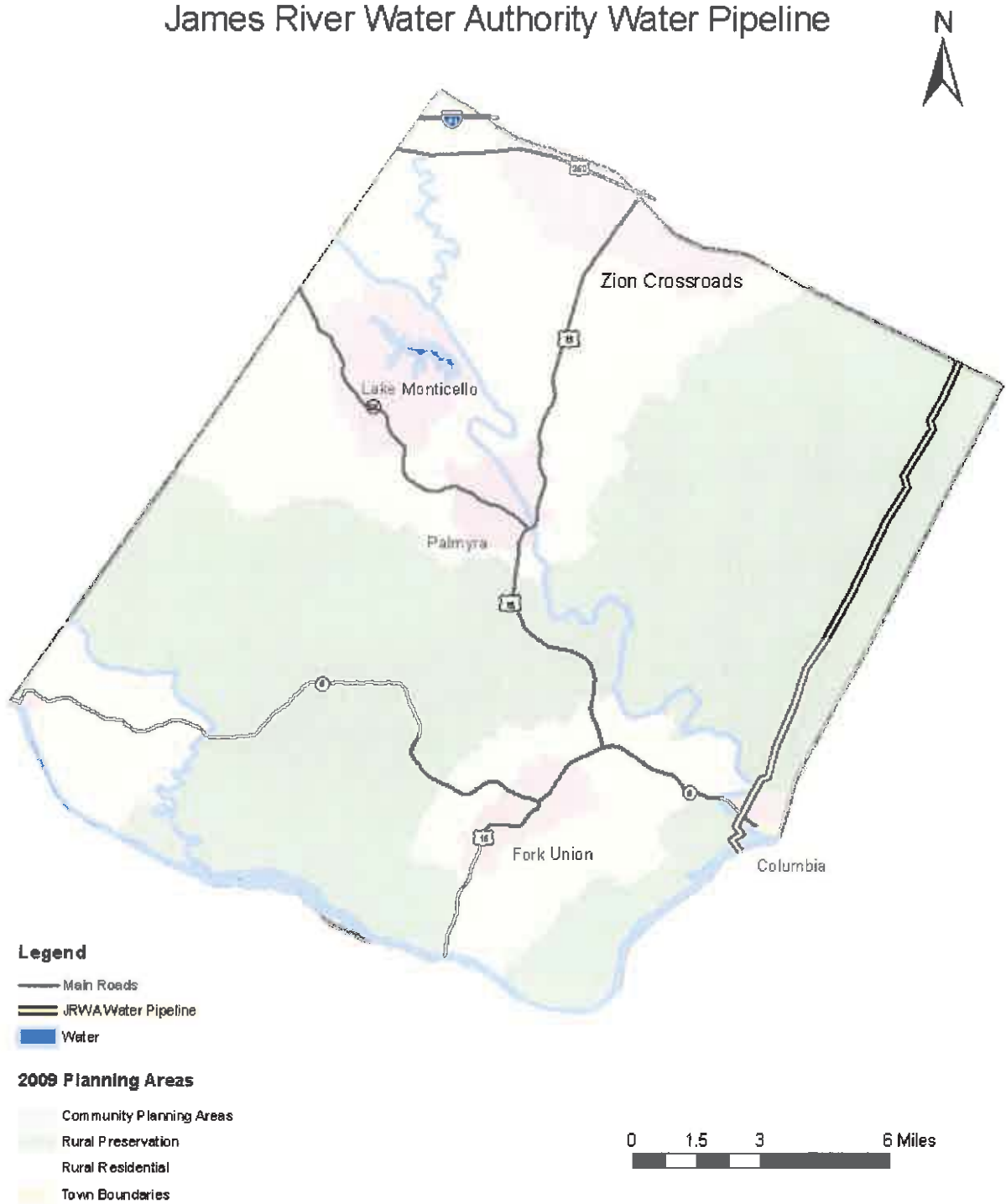


Figure I-4, James River Water Authority Water Pipeline

## COURSE OF ACTION

The county's land-use vision cannot be realized without achieving the following goals by implementing the recommended strategies. However, these strategies are in no way intended to bind the policies of the Board of Supervisors, but should be used as a guide to help form and adopt the major policies and fiscal decisions of the county. Not all future projects or policies can be foreseen in the formulation of any plan, which is why the plan should be amended as needed to help support policies of the county that are not initially included in the plan.

**Goal 1: To effectively implement the Comprehensive Plan land-use strategies and the Future Land Use Map.**

### Implementation Strategies

1. Establish a portion of the Zion Crossroads Community Planning Area as the county's designated urban development area on the Future Land Use Map.
2. Create a planned unit development (PUD) zoning district to allow for the efficient implementation of the seven community planning elements in the context of traditional neighborhood development (TND) within the urban development area and each of the community planning areas.
3. Amend the current R-3 zoning district to allow for TND, and other neotraditional planning concepts, within the community planning areas as appropriate.
4. Revise the county's zoning and subdivision ordinances so those land-use tools are consistent with the Comprehensive Plan's goals and strategies.
5. Develop new zoning and subdivision regulations that will further the desired growth patterns and property uses, as well as help to protect the rural preservation area (e.g., subdivisions with density of less than one unit per five acres, new zoning districts for rural areas to encourage a variety of housing types and rural mixture of uses, and so on).
6. Construct a public water line to the county's urban development and community planning areas as feasible, and require development projects to provide any necessary infrastructure such as waste treatment facilities, telecommunication services, road improvements, and stormwater facilities for healthy, viable community planning areas.

The county's capital improvement program (CIP) serves as the major financial planning guide for expenditures toward capital facilities and equipment. It guides development of large-scale projects for which costs exceed the amount normally available in the annual budgeting process, such as water and sewer, or government buildings. The CIP helps to ensure that major projects, considered together, are within the fiscal reach of the county. The county continually reexamines the way it does business, uses cost/benefit analyses to evaluate proposed spending projects, and strives to achieve maximum efficiency and cost savings in its operations.

Water and sewer infrastructure is critical to the long-term viability of communities in terms of cost-effectiveness and efficiency. These systems are carefully managed, and are accomplished in close cooperation with both the county and state, with particular attention to future operation and maintenance needs. Central systems are bonded if privately operated and maintained, and carefully regulated by state agencies. Consideration is given to the public operation of these systems, at least above a certain threshold as established by the county, and particularly in the community planning areas. The primary water source for the county's urban development area (UDA) is the James River water line, which is operated by a public utility authority.

Transportation infrastructure will continue to be the responsibility more of localities than of the state. Given this reality, the burden for this infrastructure shifts, in large part, to the development community for both the creation of new roads and the maintenance of existing roads, as correlated with the projected impact of the traffic each project will generate. Alternative transportation infrastructure and systems such as greenways, trails, bicycle lanes, sidewalks, and transit systems are a vital part of a healthy and diverse transportation system. Alternative transportation infrastructure through walkable, mixed-use, mixed-income communities holistically addresses the needs of the citizenry within a small area.

The green infrastructure model effectively addresses stormwater issues from cost to sustainability, thereby ensuring quality and reduced quantity of stormwater runoff. Regional stormwater controls are placed throughout the county in cooperation with major developments and individual landowners along critical drainage areas. The county also strictly enforces its own stormwater management ordinance.

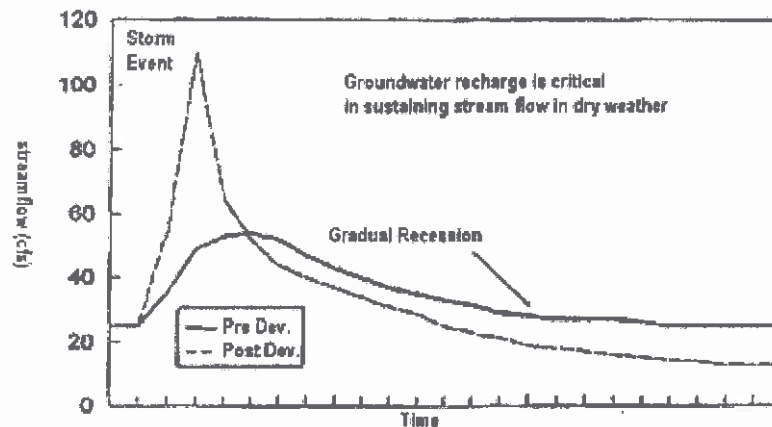


Figure I-2, Pre vs. Post Development Stormwater Runoff

**Water Systems**

The county's largest water system serves the Lake Monticello community, where over 40 percent of Fluvanna's population resides. This private water system is owned by Aqua Virginia and draws from the Rivanna River. The maximum daily withdrawal rate for the plant is 2.5 million gallons per day (mgd) with an annual withdrawal of 400 million gallons (which equates to a 1.1 mgd average withdrawal rate). River flows in the Rivanna are usually adequate, but also highly variable and occasionally subject to periods of severe drought. During such low-water periods, in-stream flow may be restricted by natural conditions and the demands of upstream localities and industrial users.

Other systems include the Fork Union Sanitary District, the Central Elementary/Fluvanna County High School system, and privately owned systems operating in Palmyra and Columbia. All of these systems draw from public wells. The remainder of the county residents draw their water from private sources such as wells or springs.

The Fork Union Sanitary District provides water through twenty-six miles of pipe to roughly 425 customers, including residences, small businesses, Dominion's Bremono Bluff power plant, the Fork Union Military Academy, Carysbrook, and the Fluvanna County Middle School. The district's service area includes Bremono Bluff, Fork Union, Thessalonias, Cloverdale, West Bottom, and portions of Carysbrook. In 2007, the system enhanced its volume and pressure by replacing two ground-level standpipe storage tanks with two elevated storage tanks. While this increased pressure was a positive step for the system, it highlighted the fact that the remaining infrastructure was aging. The sanitary district is preparing to review the connection fees. A typical residential connection fee was \$1,050 in 2008. For larger users, the fee is based on the actual cost to the district.

Present and long-term water needs are an issue in the county. There is much concern that the water table might not be able to adequately support existing and future wells. The county is in the design phase of a project that will bring water from the James River to provide additional capacity to the Fork Union, Palmyra, Rivanna, and Zion Crossroads areas. The county has a Memorandum of Understanding with Louisa County to share in the cost of construction of the water system and to share the available water supply equally. The existing well-based municipal systems have water tanks and pipes installed that could be integrated into a larger public water system. Reservoirs, which could also provide passive recreation opportunities, may also be considered as a means to serve the county with water. The county will develop a water supply plan in accordance with state requirements, and that plan will help the county design its public water infrastructure over the next fifty years.

Fluvanna's 2013 agreement with Louisa County, through the jointly-held James River Water Authority (created under the Virginia Water and Waste Authorities Act), will result in a pipeline which draws water from the James River near Columbia on Fluvanna's southern boundary for transmittal to Louisa County on Fluvanna's northern boundary. The water line will closely follow the existing right-of-way of the Colonial Gas Line.

Fluvanna County may, at future points, connect to the raw water line with “T” connections for distribution of water to the Community Planning Areas (the CPAs). However, any water transmitted through Fluvanna’s rural preservation districts should be raw, non-potable water, which can be treated for consumption at the CPAs. This measure is intended to mitigate the development pressures to rural areas generally associated with access to potable water.

SEP 01 2015



COMMONWEALTH OF VIRGINIA  
COUNTY OF FLUVANNA

Application for Special Use Permit (SUP) Planning Dept.

Owner of Record: POINT OF FORK FARM, LP

Applicant of Record: JAMES RIVER WATER AUTHORITY

E911 Address:

E911 Address: 132 MAIN STREET, PALMYRA, VA 22963

Phone: Fax:

Phone: (434) 591-1910 Fax: (434) 591-1913

Email:

Email: snichols@fluvannacounty.org

Representative:

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.

E911 Address:

Phone: Fax:

Is property in Agricultural Forestal District?  No  Yes

Email:

If Yes, what district:

Tax Map and Parcel(s): 53 A 62C

Deed Book Reference: DB 277-612

Acres: 22.93 Zoning: A-1

Deed Restrictions?  No  Yes (Attach copy)

Request for a SUP in order to: CONSTRUCT A RAW WATER SUPPLY SYSTEM

Proposed use of Property: UTILITY - RAW WATER SUPPLY

\*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: 9/18/15 Signature of Owner/Applicant:

Subscribed and sworn to before me this September day of 18, 2015

Notary Public: Kelly Belanger Harris Register # 7587854

My commission expires: 8/31/2018



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: 9/10/15	Pre-Application Meeting:	PH Sign Deposit Received:	Application #: SUP 15 : 008
\$800.00 fee plus mailing costs paid:		Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified Mail	
Amendment of Condition: \$400.00 fee plus mailing costs paid:			
Telecommunications Tower \$1,500.00 fee plus mailing costs paid:		\$5,500 w/Consultant Review paid:	
Election District: Columbia	Planning Area: Rural Preservation		
<b>Planning Commission</b>		<b>Board of Supervisors</b>	
Advertisement Dates: Sept 2nd (10 <sup>th</sup> + 11 <sup>th</sup> )	Advertisement Dates: Sept 2 <sup>nd</sup> (Oct 2 <sup>nd</sup> + 13 <sup>th</sup> )		
APO Notification: Sept 17 <sup>th</sup>	APO Notification: Oct 5 <sup>th</sup>		
Date of Hearing: Sept 23 <sup>rd</sup>	Date of Hearing: Oct 23 <sup>rd</sup>		
Decision:	Decision:		

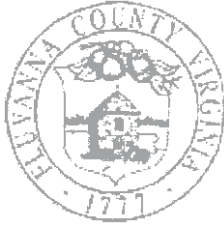
Fluvanna County Department of Planning & Community Development \* Box 540 \* Palmyra, VA 22963 \* (434)591-1910 \* Fax (434)591-1911

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

Received

SEP 01 2015

Planning Dept.



COMMONWEALTH OF VIRGINIA  
COUNTY OF FLUVANNA  
Public Hearing Sign Deposit

Name: JAMES RIVER WATER AUTHORITY C/O FLUVANNA COUNTY ADMINISTRATOR

Address: 132 MAIN STREET, PO BOX 540

City: PALMYRA

State: VA Zip Code: 22963

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

  
Applicant Signature

9/18/15  
Date

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

OFFICE USE ONLY	
Application #: BZA _____ : CPA _____ : SUP 15 : 008 ZMP _____ : ZTA _____ :	
\$90 deposit paid per sign*:	Approximate date to be returned: Oct 24th 2015



# Memorandum

DATE: October 1st, 2015  
RE: Board of Supervisors APO Letter  
TO: Jason Stewart  
FROM: Deidre Creasy

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the October 21, 2015 Board of Supervisors Meeting.




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## COUNTY OF FLUVANNA

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*“Responsive & Responsible Government”*

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 [www.fluvannacounty.org](http://www.fluvannacounty.org)

### NOTICE OF PUBLIC HEARING

September 24, 2015

«Owner»

«Address»

«City\_State» «Zip\_Code»

TMP# «TMP»

#### Re: Public Hearing on SUP 15:08

Dear «Owner»:

This letter is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on the above referenced item on **Wednesday, October 21, 2015 at 7:00 PM** in the Circuit Court Room at the Fluvanna County Courts Building in Palmyra, VA. The request is described as follows:

**SUP 15:08 – James River Water Authority** – A request for a special use permit to allow for major utilities with respect to the construction of a raw water supply system which includes a raw water intake and pump station at the subject properties denoted by Tax parcel Numbers: 53-A-62, 53-A-62C, 53-A-61, 53-11-5, and 53-11-19. The properties are currently zoned A-1 (Agricultural General) and the properties are located in the Columbia Election District and encompass approximately 305.202 acres.

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

Sincerely,

Jason Stewart, Planning and Zoning Administrator

Sup 15:08 JRWA					
TMP		Name	Address	City, State	Zip
54A	A 2	Richard & Donna Harry	467 Martin Kings Rd	Charlottesville, Va	22902
53	A 62C	Point of Fork Farm LP	P.O. Box 847	Columbia, Va	23038
61	A 4	William Hammond	415 Gillujms Ridge Rd	Charlottesville, Va	22903
53	11 19	Central Virginia Co-op	P.O. Box 247	Lovingston, Va	22949
53	11 5	Coleman & Sandra Lyttle	16251 Hunters Ridge Ln	Mosely, Va	23120
53	A 61	Rodney Bialkowski	1215 Point of Fork Rd	Fork Union, Va	23055
53	A 62	Point of Fork Farm LP	P.O. Box 847	Columbia, va	23038
53	11 4	Coleman & Sandra Lyttle	16251 Hunters Ridge Ln	Mosely, Va	23120
53	11 26	Paul & Sally Wylie	188 Scenic River Dr	Columbia, Va	23038
53	11 27	John & Susan Henry	14924 Alpine Bay Loop	Gainesville, Va	20155
53	11 18	Central Virginia Co-op	P.O. Box 247	Lovingston, Va	22949
53	A 67	Colonial Pipeline Co	P.O. Box 1624	Alpharetta, GA	30009
53	A 17A	Colonial Pipeline Co	P.O. Box 1624	Alpharetta, GA	30009
53	A 69	Kenneth B Johnston	3775 E . River Rd	Columbia, Va	23038
53	11 20	Kenneth Droege	351 Scenic River Dr	Columbia, Va	23038
53	11 17	William Dooley & Patricia Arndt	133 Scenic River Dr	Columbia, Va	23038
53	A 60	Arsenal At Point of Fork LLC	18 East Main St	Richmond, Va	23219
53	A 62A	Point of Fork Farm LP	P.O. Box 847	Columbia, Va	23038
53	A 63	Rodney Bialkowski Sr. Trust	1215 Point of Fork Rd	Fork Union, Va	23055
61	A 1	541 Goldsborough Lane LLC	1500 Stoneycreek Ct	Richmond, Va	23233

**DESCRIBE BRIEFLY THE IMPROVEMENTS PROPOSED. STATE WHETHER NEW BUILDINGS ARE TO BE CONSTRUCTED, EXISTING BUILDINGS ARE TO BE USED, OR ADDITIONS MADE TO EXISTING BUILDINGS.**

THE JAMES RIVER WATER AUTHORITY PROPOSES TO CONSTRUCT A NEW 24" DIAMETER RAW WATER PIPELINE. THE PROPOSED IMPROVEMENTS ASSOCIATED WITH THIS APPLICATION INCLUDE A BELOW GROUND 24" RAW WATER PIPELINE WHICH IS PART OF THE JAMES RIVER WATER AUTHORITY PROJECT. THERE WILL BE NO BUILDINGS CONSTRUCTED IN ASSOCIATION WITH THIS APPLICATION. THE RAW WATER PUMP STATION ASSOCIATED WITH THE OVERALL PROJECT IS THE ONLY BUILDING AND IT IS COVERED IN ANOTHER APPLICATION.

**NECESSITY OF USE: DESCRIBE THE REASON FOR THE REQUESTED CHANGE:**

THE USE IS TO CONVEY RAW WATER TO SUPPLY THE LONG TERM WATER NEEDS OF BOTH FLUVANNA COUNTY AND LOUISA COUNTY FOR THE FORESEEABLE FUTURE.

**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 RAW WATERLINE WILL BE BURIED WITH A MINIMUM COVER OF 3'. DURING CONSTRUCTION, THE SURROUNDING PROPERTY/NEIGHBORHOOD OWNERS WILL SEE AND HEAR CONSTRUCTION CREWS AND EQUIPMENT WORKING TO INSTALL THE PIPING IN THE GROUND. UPON COMPLETION OF THE PROJECT, THE DISTURBED GROUND WILL BE RETURNED TO ITS ORIGINAL CONDITION OR BETTER PRIOR TO THE PIPE CREW LEAVING THE AREA. INSTANCES OF EROSION AFTER STABILIZATION WILL BE ADDRESSED BY THE CONTRACTOR UPON BEING NOTIFIED.

**ENHANCEMENT OF COUNTY: WHY DOES THE APPLICANT BELIEVE THAT THIS REQUESTED CHANGE WOULD BE ADVANTAGEOUS TO THE COUNTY OF FLUVANNA? (SUBSTANTIATE WITH FACTS)**

THE FLUVANNA COUNTY BOARD OF SUPERVISORS (FCBOS) SIGNED AND EXECUTED THE INTERJURISDICTIONAL AGREEMENT (IA) WITH LOUISA COUNTY, THE LOUISA COUNTY WATER AUTHORITY (LCWA) AND THE JAMES RIVER WATER AUTHORITY (JRWA) ON OCTOBER 2, 2013. CONFORMING TO THE TERMS SET FORTH IN THE IA, THE FCBOS VOTED TO AMEND THE FLUVANNA COUNTY COMPREHENSIVE PLAN ON NOVEMBER 20, 2013 TO ALLOW AND

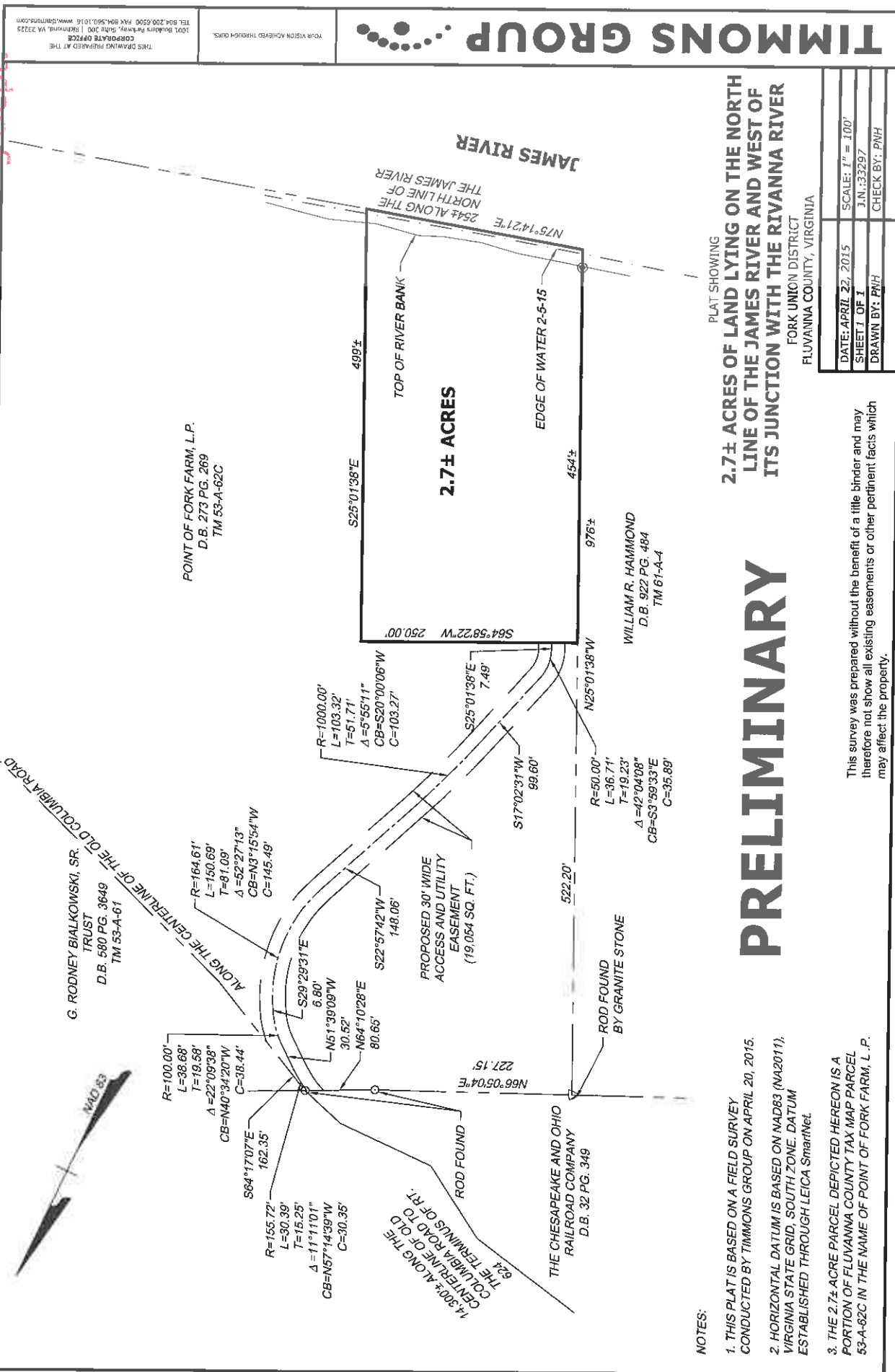
SUPPORT THIS PROJECT, WHICH WILL BE LOCATED IN THE EASTERN END OF THE COUNTY IN WHAT IS DESIGNATED A RURAL PRESERVATION AREA. FURTHERMORE, THE FCBOs ALSO APPROVED AND EXECUTED THE JAMES RIVER WATER AUTHORITY SERVICE AGREEMENT ON APRIL 1, 2015. IT IS JRWA'S BELIEF THAT THIS PROJECT IS ADVANTAGEOUS AND IMPORTANT TO THE FUTURE GROWTH OF FLUVANNA COUNTY AND THE ACTIONS OF THE FCBOs TO DATE FURTHER SIGNIFY OUR BELIEF. JRWA ALSO OFFERS ADDITIONAL ADVANTAGES INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: 1) LONG TERM, SUSTAINABLE WATER SUPPLY TO MEET FLUVANNA COUNTY'S LONG TERM WATER SUPPLY PLAN NEEDS; 2) ECONOMIC DEVELOPMENT DRIVER; 3) POTENTIAL FOR REDUCED HOME OWNERS INSURANCE PREMIUMS ONCE THE HYDRANTS ARE INSTALLED; 4) 50 PERCENT SHARE OF THE RAW WATER CAPACITY.

**PLAN: FURNISH PLOT PLAN SHOWING BOUNDARIES AND DIMENSIONS OF PROPERTY, WIDTH OF ABUTTING ROW'S, 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:**

THE ATTACHED EXHIBITS DEMONSTRATE THE FINAL ROUTING OF THE RAW WATER PIPELINE THROUGH THE IDENTIFIED PARCELS TO JUST NORTH OF ROUTE 6. ALL OF THE REQUESTED EASEMENTS WILL BE PERMANENT. THE EXHIBITS IDENTIFY THE WIDTH OF THE NEW EASEMENT, THE LOCATION OF THE 24 INCH RAW WATER PIPELINE WITHIN THE NEW EASEMENT AND THE LOCATION OF THE NEW EASEMENT WITHIN THE CVEC EASEMENT (WHERE APPLICABLE).

SEP 0 1 2015

Planning Dept.



PLAT SHOWING  
**2.7± ACRES OF LAND LYING ON THE NORTH LINE OF THE JAMES RIVER AND WEST OF ITS JUNCTION WITH THE RIVANNA RIVER**

FORK UNION DISTRICT  
FLUVANNA COUNTY, VIRGINIA

DATE: APRIL 22, 2015	SCALE: 1" = 100'
SHEET 1 OF 1	J.N.: 33297
DRAWN BY: PNH	CHECK BY: PNH

# PRELIMINARY

This survey was prepared without the benefit of a title binder and may therefore not show all existing easements or other pertinent facts which may affect the property.

- NOTES:
1. THIS PLAT IS BASED ON A FIELD SURVEY CONDUCTED BY TIMMONS GROUP ON APRIL 20, 2015.
  2. HORIZONTAL DATUM IS BASED ON NAD83 (NA2011), VIRGINIA STATE GRID, SOUTH ZONE. DATUM ESTABLISHED THROUGH LEICA SmartNet.
  3. THE 2.7± ACRE PARCEL DEPICTED HEREON IS A PORTION OF FLUVANNA COUNTY TAX MAP PARCEL 53-A-62C IN THE NAME OF POINT OF FORK FARM, L.P.

150419327-1ames River WaterDWG132927-INTAKE-PLAT1.dwg | Plotted on 4/27/2015 7:52 AM | by Paul Huber

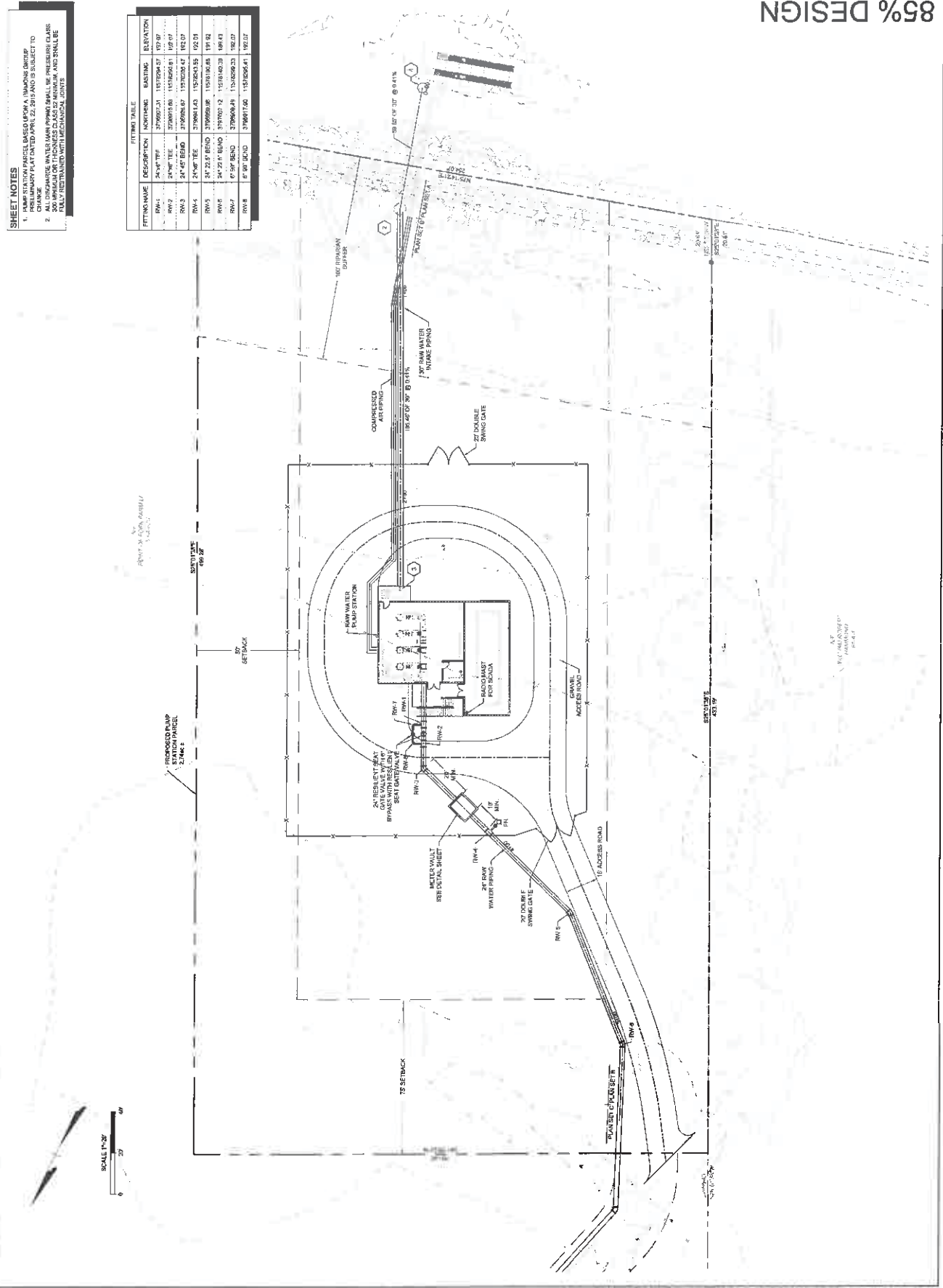
SEP 01 2015

planning Dept.

**SHEET NOTES**  
 1. PUMP STATION PARCEL BASED UPON A TIMMONS GROUP PRELIMINARY PLAT DATED APRIL 22, 2010 AND IS SUBJECT TO 300 WHICH OR THICKNESS CLASS 50 MINIMUM AND SHALL BE FULLY RESTRICTED WITH RESERVATION, CLAVIS.



FITTING NAME	DESCRIPTION	NORTHING	EASTING	ELEVATION
RW-1	24" 45° TEE	379667.31	1177004.57	102.07
RW-2	24" 45° TEE	379665.60	1177004.51	102.07
RW-3	24" 45° BEND	379666.67	1177004.47	102.07
RW-4	24" 45° TEE	379661.43	1177004.55	102.07
RW-5	24" 22 1/2" BEND	379660.86	11761814.18	101.92
RW-6	24" 22 1/2" BEND	379703.12	11761814.33	101.43
RW-7	6" 50' BEND	379669.49	1176206.33	102.07
RW-8	6" 90' BEND	379667.60	1176206.41	102.07



**85% DESIGN**

**FAULCONER**  
 IN ASSOCIATION WITH  
**TIMMONS GROUP**  
 CONSTRUCTION COMPANY

**JAMES RIVER WATER PROJECT**  
 JAMES RIVER WATER AUTHORITY  
 SITE LAYOUT

**MEB** AND  
 General Contractors

THIS DRAWING APPEARS AT THE  
 TOPIC VISITATION CHECKED - THROUGH CIVILS  
 LOCAL REGULATORY AGENCIES, TO THE CITY OF RICHMOND, VA 23225  
 101 S. BRADDOCK STREET, SUITE 100, RICHMOND, VA 23225  
 TEL: 804.280.0500 FAX: 804.280.1616 www.meb.com

DATE	DESCRIPTION
JULY 2015	DATE
J. HERRMANN	DESIGNED BY
W. HERRMANN	CHECKED BY
D. SAUNDERS	SCALE
AS SHOWN	DATE

SHEET NO. 33927  
 OF 31.5

Received

SEP 01 2015

Planning Dept.

ALB ARCH. JOB # 1525  
 JOHN L. BOCK  
 Architect  
 3201-B ROSEDALE AVENUE  
 RICHMOND, VIRGINIA 23230  
 TEL: 804.280.9949 FAX: 804.280.1518 WWW.LJBOCK.COM

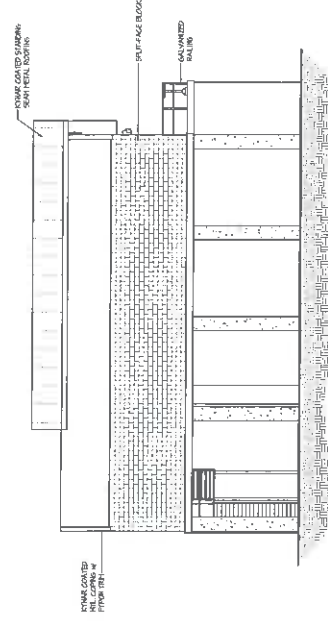
THIS DRAWING IS PART OF THE  
 CONTRACT DOCUMENTS FOR THE  
 JAMES RIVER WATER PROJECT  
 CONSTRUCTION COMPANY  
 1201 BROADWAY, SUITE 200 | RICHMOND, VA 23219  
 TEL: 804.622.9999 FAX: 804.622.1518 WWW.LJBOCK.COM

WEAS VISION ACHIEVED THROUGH QUALITY  
 MEB AND  
 TIMMONS GROUP  
 IN ASSOCIATION WITH  
 CONSTRUCTION COMPANY  
 JAMES RIVER WATER PROJECT  
 LOUISIANA COUNTY - VIRGINIA  
 ELEVATIONS

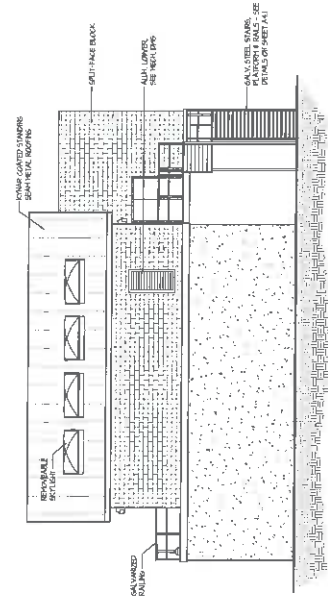
DATE: 07/24/15  
 REVISION DESCRIPTION:  
 SHEET NO. 1525-01  
 PROJECT NO. 1525

DESIGNED BY: J. BOCK  
 CHECKED BY: J. BOCK  
 SCALE: AS SHOWN

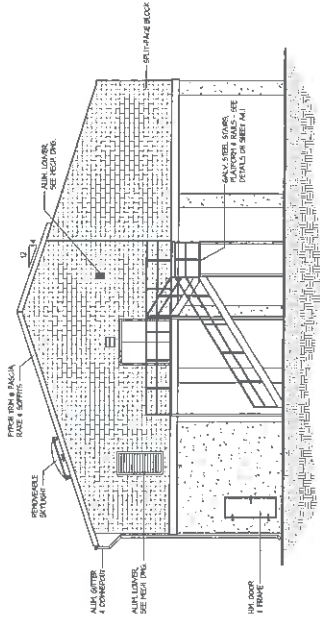
PROFESSIONAL SEAL  
 J. BOCK  
 ARCHITECT  
 LICENSE NO. 1525



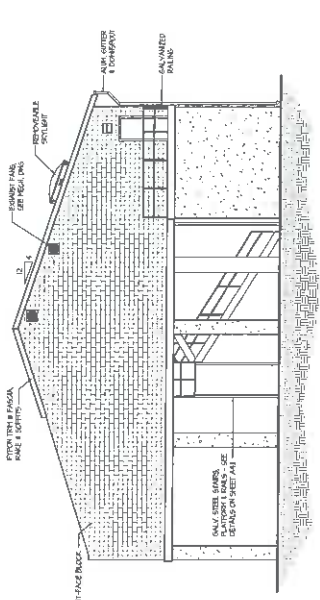
3 EAST ELEVATION  
 1/8\"/>



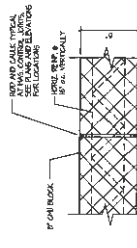
4 WEST ELEVATION  
 1/8\"/>



5 NORTH ELEVATION  
 1/8\"/>

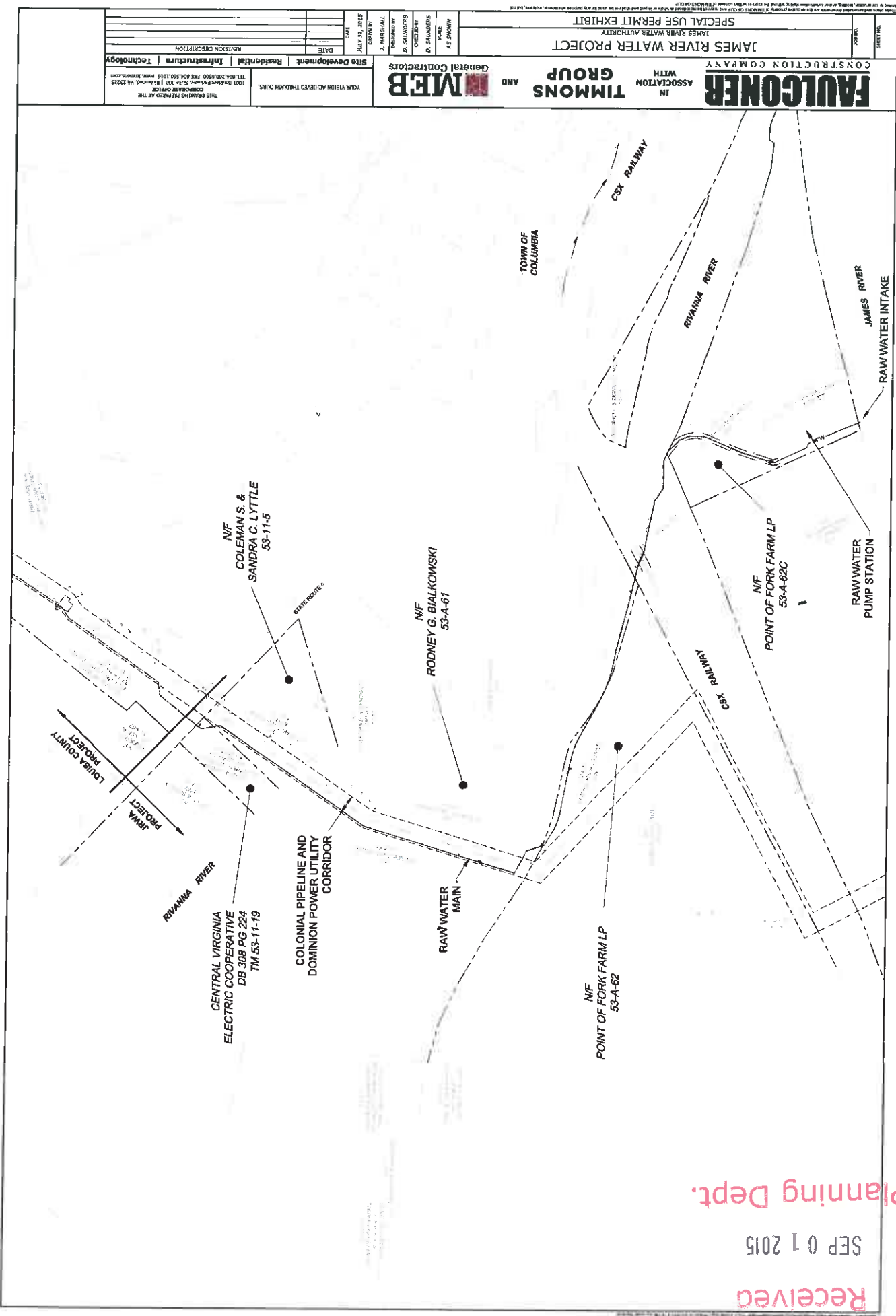


2 SOUTH ELEVATION  
 1/8\"/>



6 MASONRY CONTROL JOINT  
 SCALE: 1/2\"/>



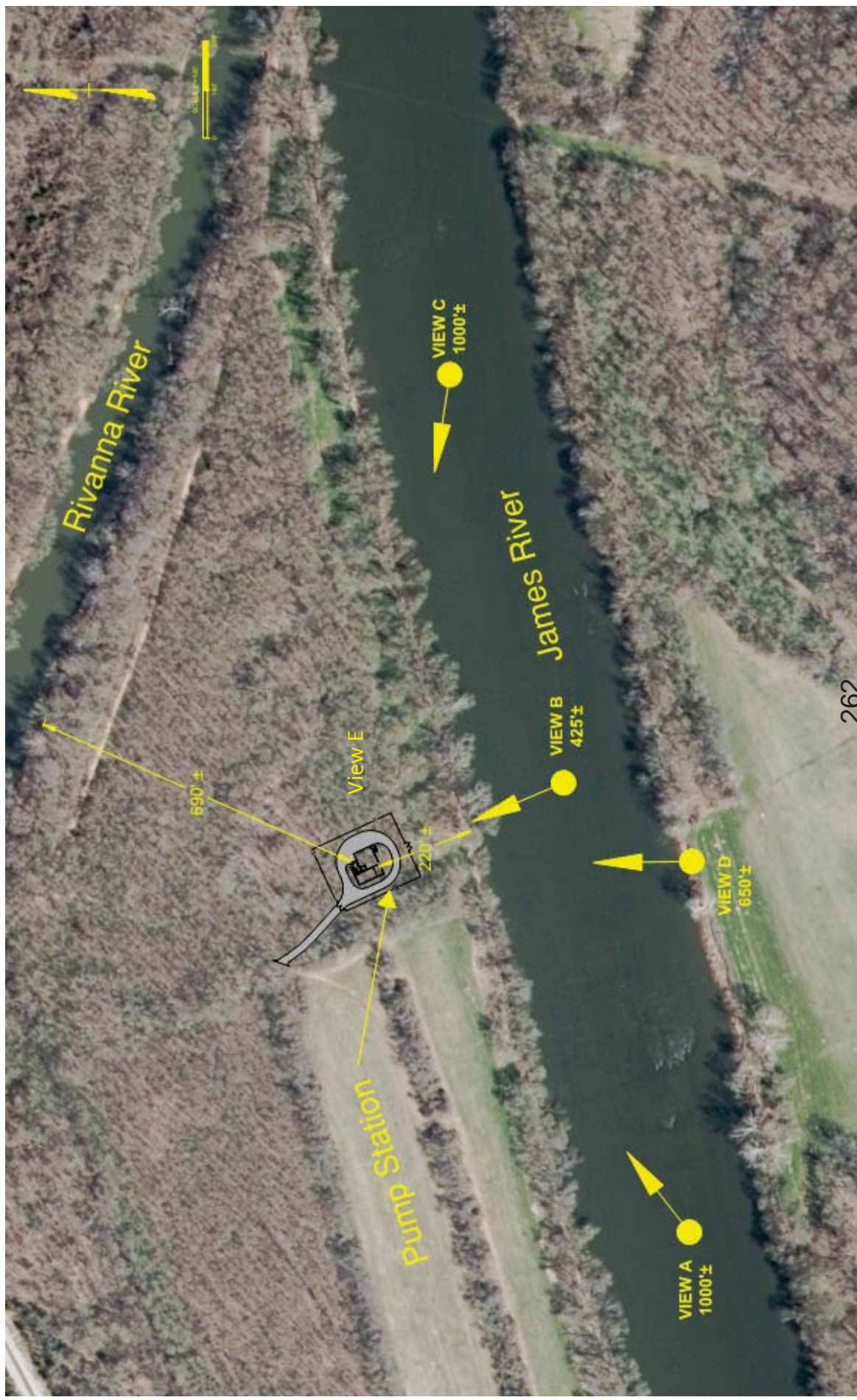


<b>FAULCONER</b> IN ASSOCIATION WITH <b>TIMMONS GROUP</b>		<b>JAMES RIVER WATER PROJECT</b> SPECIAL USE PERMIT EXHIBIT	
THIS DRAWING PREPARED AT THE COMPANY OFFICE 1001 BROADWAY PARKWAY, SUITE 300   RICHMOND, VA 23225 TEL: 804.700.8500 FAX: 804.562.9181 WWW.TIMMONS.COM		DATE: _____ DATE: _____ DATE: _____	
SITE DEVELOPMENT Residential Infrastructure Technology		DRAWN BY: J. MARSHALL CHECKED BY: D. SAUNDERS SCALE: AS SHOWN	

Received  
 SEP 01 2015  
 Planning Dept.

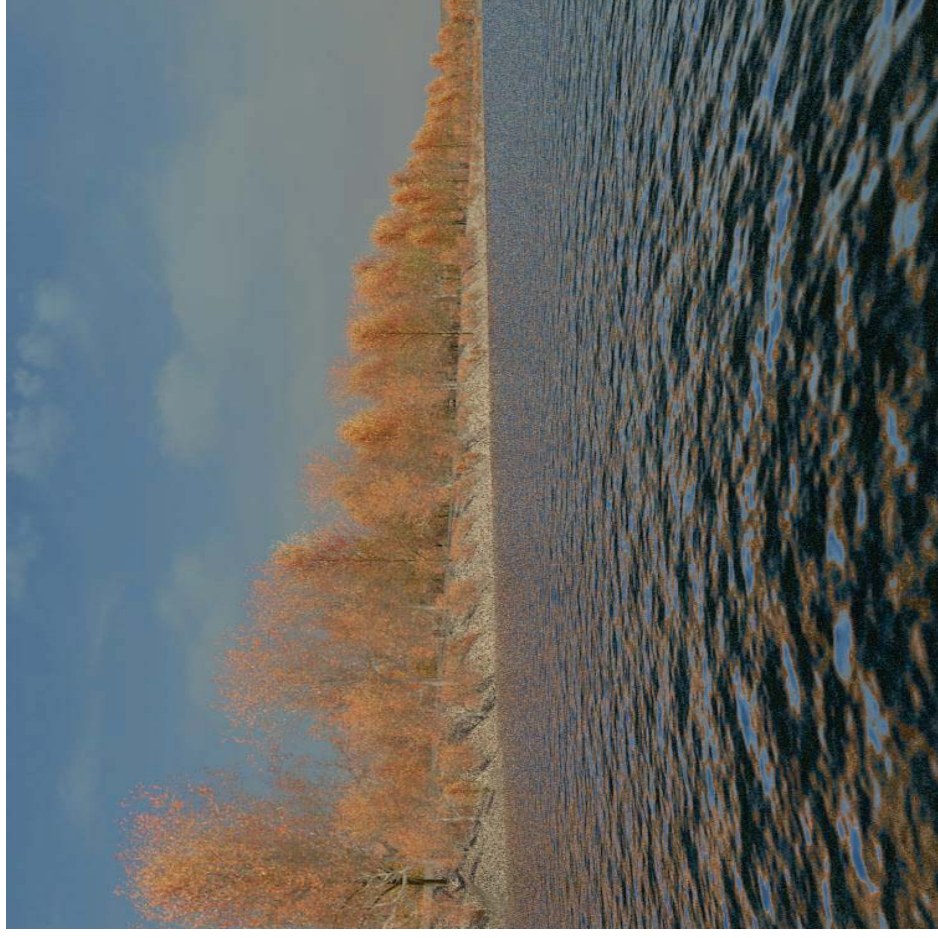
# James River Water Authority

Rendering of River Water Pump Station



# James River Water Authority

Rendering of River Water Pump Station



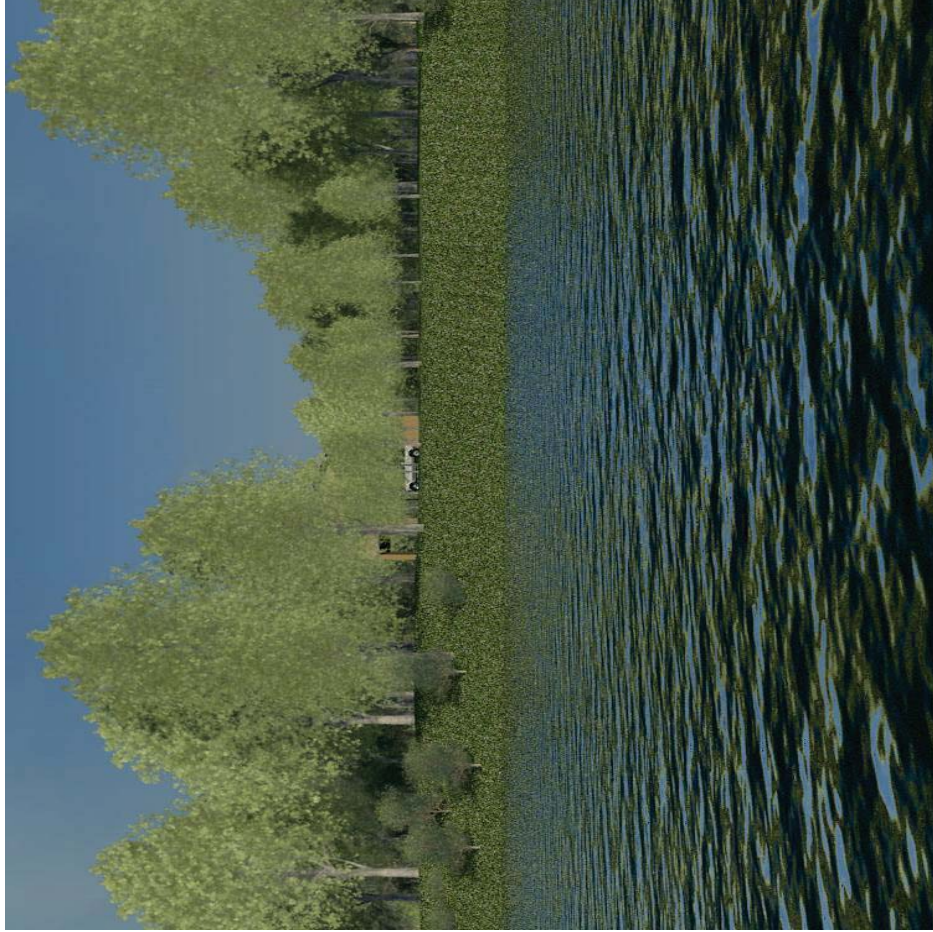
Spring

Fall

View A: Looking Down<sup>263</sup> Stream; from 1000'

# James River Water Authority

Rendering of River Water Pump Station



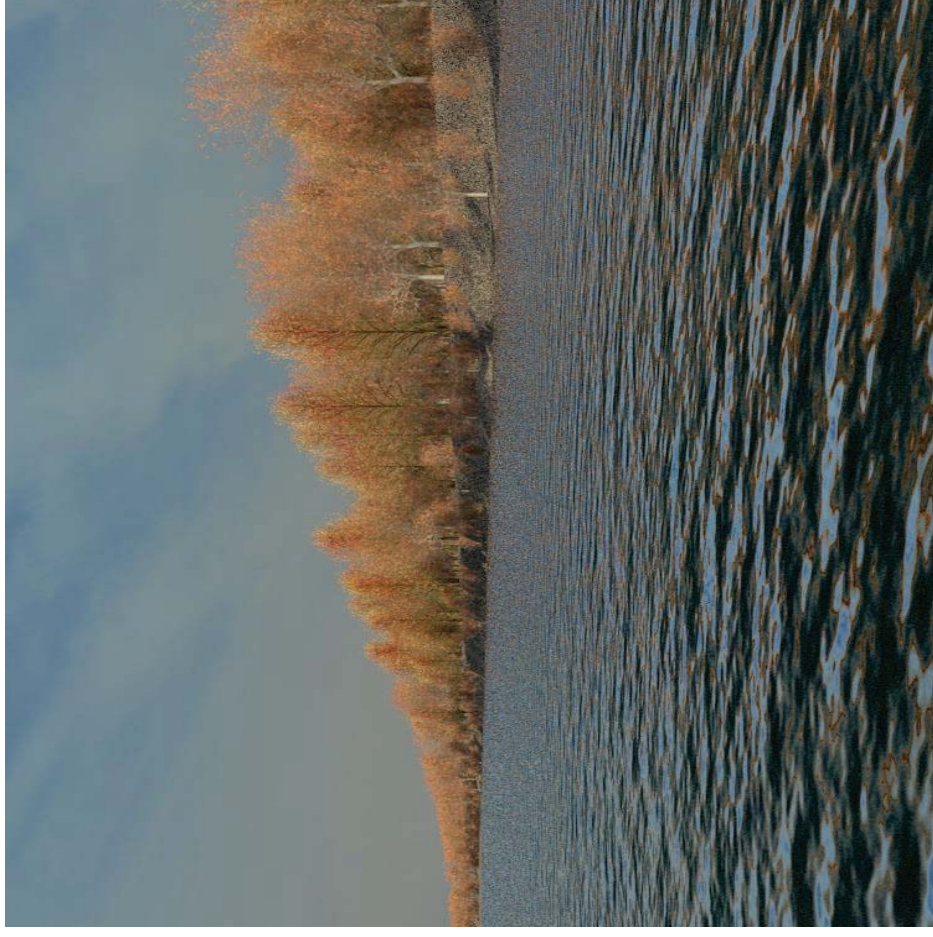
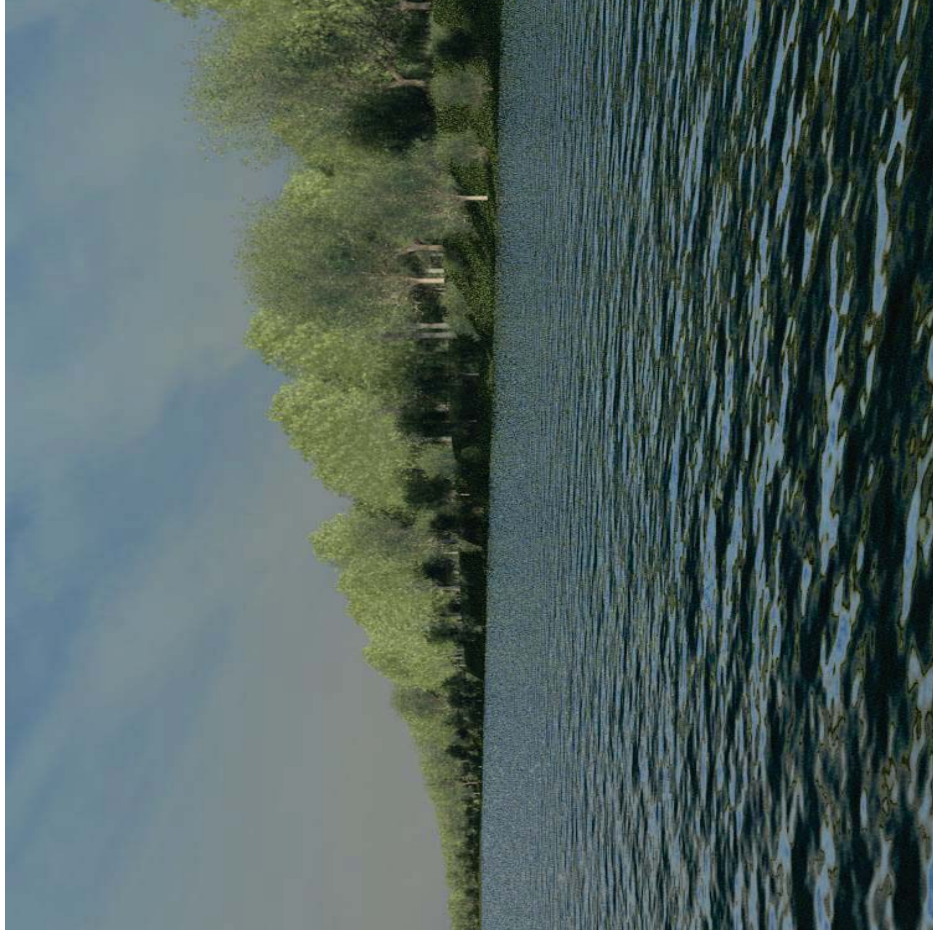
Spring

Fall

View B: Looking Directly <sup>264</sup>at Pump Station; from 425'

# James River Water Authority

Rendering of River Water Pump Station



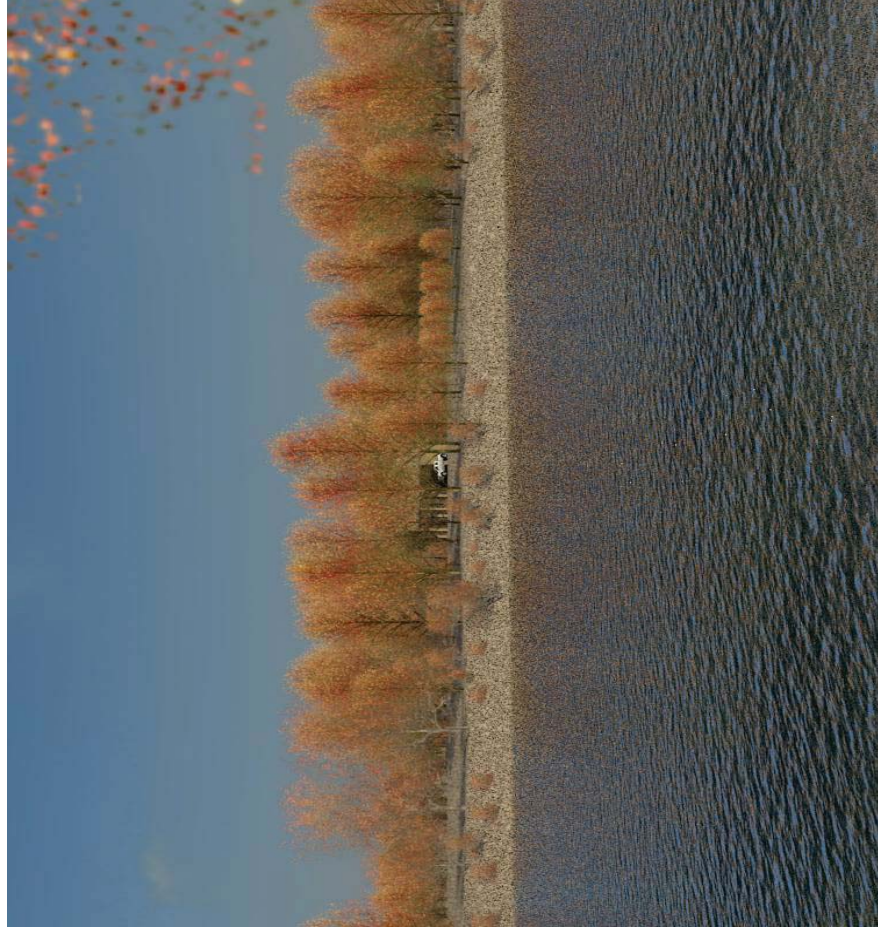
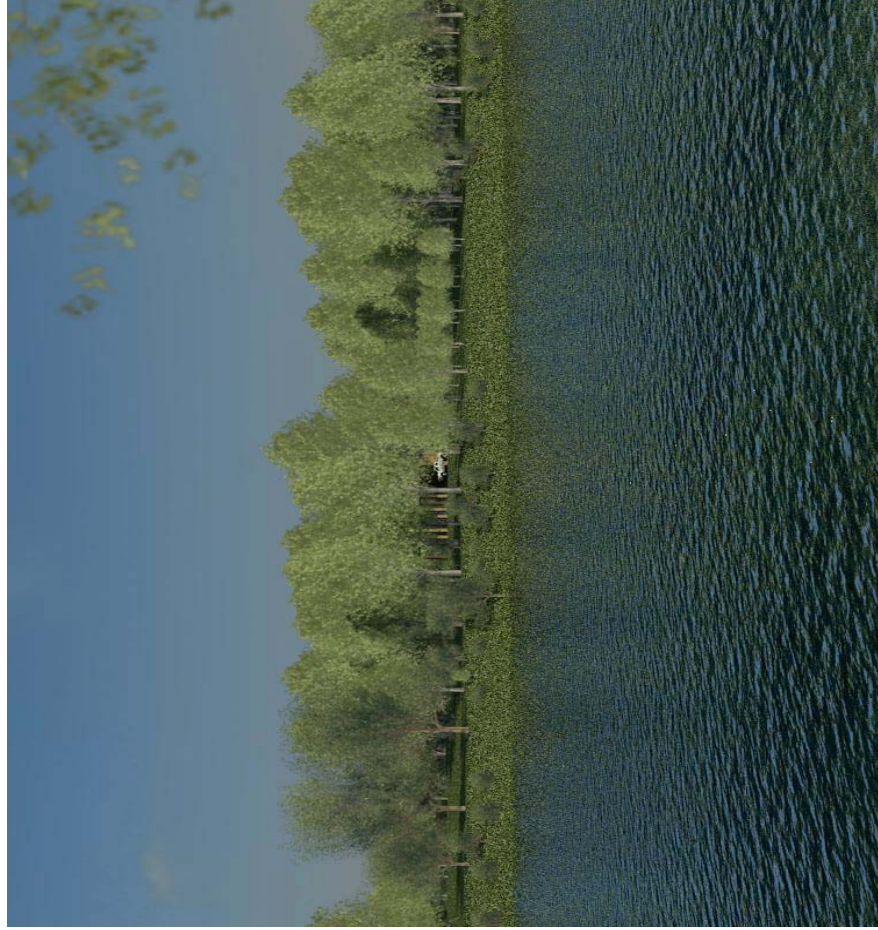
Spring

View C: Looking Up<sup>265</sup>Stream; from 1000'

Fall

# James River Water Authority

Rendering of River Water Pump Station



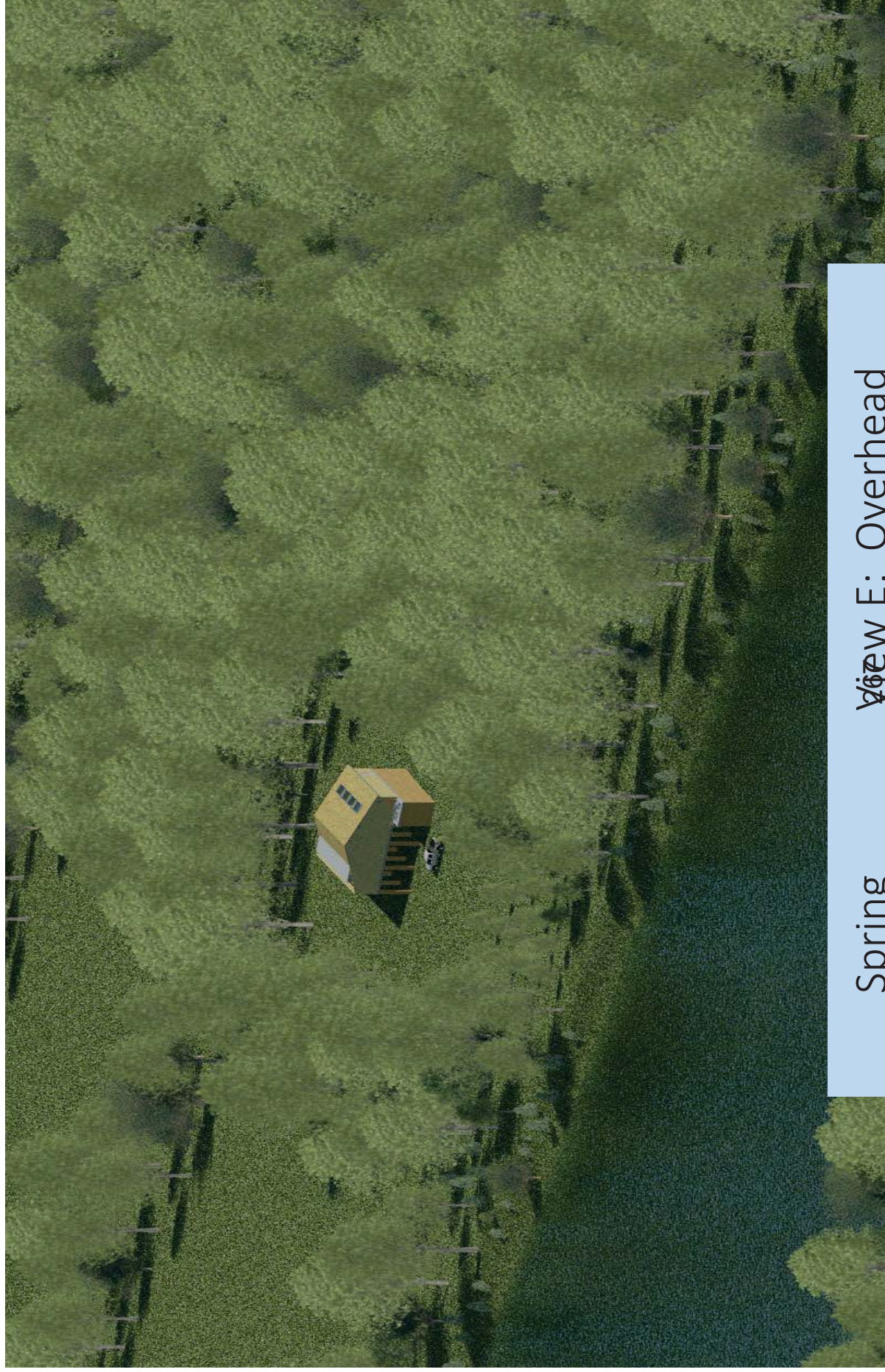
Spring

Fall

View D: From Opposite Side of River

# James River Water Authority

Rendering of River Water Pump Station



Spring

View E: Overhead

**SUP 15:06 Conditions**

October 15, 2015

Planning Commission: Conditions 1 thru 7 (September 23, 2015)

Board of Supervisors: Additional Conditions Pending

Fluvanna County has partnered with Louisa County on the James River Water Project by modifying its Comprehensive Plan, partnering in the James River Water Authority (JRWA), identifying a new site location for the intake, and processing this Special Use Permit (SUP) in order that both counties may mutually benefit by bringing water from the James River to both counties.

With regard to this SUP application, the Fluvanna County Board of Supervisors finds that the following conditions are necessary to ensure that the use will not be detrimental to the character and development of the adjacent area and that, subject to the following conditions, the said use will not tend to change the character and established pattern of the area or community in which it proposes to locate; that the said use will be compatible with the uses permitted by right in the A-1 zoning district and will not adversely affect the use and/or value of neighboring property; and that such use will be consistent with the comprehensive plan and with the health, safety and general welfare of the County.

1. Construction, operation, and maintenance of the raw waterline major utility shall comply with all local, State, and Federal requirements.
2. The project shall comply with all Virginia erosion and sediment control regulations as specified in the 1992 Virginia Erosion and Sediment Control Handbook as amended.
3. For construction of the raw waterline major utility occurring adjacent to existing development, adequate dust and siltation control measures shall be taken to prevent adverse effects on the adjacent property. It is intended that the present and future results of the proposed raw waterline major utility not create adverse effects on the public health, safety, comfort, or convenience, or value of the surrounding property and uses thereon.
4. Vehicular access to all residences along the affected right-of-ways shall be maintained at all times.
5. Except in cases of emergencies including prevention of danger to public health, safety, and welfare and remediation of soil erosion and as requested by VDOT in the case of work done on public highways, all construction activity for the raw waterline major utility shall occur between 7:00 a.m. and 5:00 p.m. Monday through Saturday. Applicant shall comply with VDOT standards for performing open-cut sections on affected roadways.
6. The applicant shall avoid removing trees and bushes along the raw waterline major utility corridor, except as necessary in order to facilitate the utility. Trees and bushes damaged during construction shall be replaced with a tree or bush of equal type as approved by the Planning Director.
7. Any area or land associated with this project that may become disturbed as a result of construction of the raw waterline major utility shall be restored to original condition or better prior to the pipe crew's departure from the affected area and/or land or as soon thereafter as conditions permit. This includes restoration of any/all areas of erosion.



**Steven Tugwell**

---

**From:** Steve Olson <solson@MyCVEC.com>  
**Sent:** Tuesday, September 15, 2015 9:48 AM  
**To:** Steven Tugwell  
**Cc:** Travis Farrar  
**Subject:** RE: September 10, 2015 TRC meeting

Steve,

CVEC does have an agreement in place to allow Louisa County Water Authority to install their facilities within CVEC's Transmission Line R/W. But they still need to obtain their own R/W easements from all the landowners along the route.

I have no comments on the other items.

Thanks,

Steven C. Olson  
Field Engineering Supervisor  
Reliability & System Engineering  
P. O. Box 247  
Lovingston, VA 22949  
800.367.2832, Ext. 1450  
Direct: 434.263.7631  
[www.mycvec.com](http://www.mycvec.com)



**Central Virginia Electric Cooperative**  
**HONEST · FAIR · RESPONSIBLE**

**From:** Steven Tugwell [<mailto:stugwell@fluvannacounty.org>]  
**Sent:** Tuesday, September 15, 2015 9:40 AM  
**To:** Alyson Sappington; Andrea Gaines; Andy Wills; Barry Bibb; Brad Sheffield; [charles.miller@vdh.virginia.gov](mailto:charles.miller@vdh.virginia.gov); [chuck.wright@dof.virginia.gov](mailto:chuck.wright@dof.virginia.gov); Deidre Creasy; Donald Gaines; Ed Zimmer; Jason Stewart; Jay Lindsey; Lewis Johnson; Lucas Lyons; Mark Wood; Mike Brent; Patricia Eager; Robert Popowicz; Roger Black; Steve Olson; Tony O'Brien; Wayne Stephens  
**Subject:** September 10, 2015 TRC meeting  
**Importance:** High

Please email your comments from last Thursday's meeting.

Thanks!  
Steve

Steve Tugwell

*October 13, 2015*

*Fluvanna County Board of Supervisors,*  
P.O. Box 540  
Palmyra, Va. 22963

*W.E. "Chip" Hunsberger*  
7215 Venable Road  
Kents Store, Va. 23084

Dear Sirs:

Although my land parcel 23-A-72A is not directly called out in SUP 15:06 but is apparently adjacent to parcels (i.e. 23-A-72B & 23-A-66) of land that will be directly affected. I am writing this letter to state my opposition to Louisa County Water Authority's special use permit to construct and operate a water pipeline through this area.

Sincerely,



*W.E. "Chip" Hunsberger*  
23-A-72A (40.0 Acres) & 23-A-73A (11.0 Acres)

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Reference Letter: Notice of Public Hearing, dated September 24, 2015

## FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: 10/21/2015

<b>AGENDA TITLE:</b>	FY15 Loan to the Fork Union Sanitary District (FUSD)				
<b>MOTION(s):</b>	I move that the Board of Supervisors approve a loan from the Fluvanna County General Fund to Fork Union Sanitary District for \$9,000, effective 6/30/2015.				
<b>CATEGORY</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
<b>STAFF CONTACT(S):</b>	Eric Dahl, Director of Finance and Wayne Stephens, Director of Public Works				
<b>PRESENTER(S):</b>	Eric Dahl, Director of Finance				
<b>RECOMMENDATION:</b>	I recommend approval of the following action.				
<b>TIMING:</b>	Effective June 30, 2015				
<b>DISCUSSION:</b>	<p>As of June 30, 2015, FUSD had a negative cash balance of \$8,462, because the cash generated from water charges and cell tower rentals were not adequate enough to cover both FUSDs operating expenses and debt service.</p> <p>The new FUSD water rates went into effect August 1<sup>st</sup>, 2014 and have increased billing roughly \$4K per month. The FY15 FUSD budget did include \$40K in County loan repayment, but repayment was not possible due to other expenditures. The FY16 FUSD budget does include a more modest loan repayment to the County in the amount of \$17,687.</p>				
<b>FISCAL IMPACT:</b>	The total owed by FUSD to the County would increase to \$118,000, including the current outstanding three loans of \$109,000 (\$40K, \$30K & \$39K) and the new proposed loan of \$9,000.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	FY15 FUSD Loan Presentation				
<b>REVIEWS</b>	Legal	Finance	Purchasing	HR	Other
		X			





# FY15 Fork Union Sanitary District (FUSD) Loan

October 21, 2015



# FUSD Billing Comparison – After the Rate Increase

BILLING (3rd week of the month)	FY14	FY15	Difference	FY16
July	\$ 21,332	\$ 19,335	\$ (1,997)	\$ 24,972
August	\$ 21,269	\$ 20,711	\$ (558)	\$ 25,251
September	\$ 23,085	\$ 28,051	\$ 4,966	\$ 31,259
October	\$ 27,656	\$ 27,423	\$ (233)	\$ -
November	\$ 23,542	\$ 25,114	\$ 1,572	\$ -
December	\$ 22,607	\$ 27,535	\$ 4,928	\$ -
January	\$ 18,711	\$ 26,684	\$ 7,973	\$ -
February	\$ 23,692	\$ 23,106	\$ (586)	\$ -
March	\$ 21,257	\$ 33,927	\$ 12,670	\$ -
April	\$ 19,431	\$ 26,994	\$ 7,563	\$ -
May	\$ 22,278	\$ 27,524	\$ 5,246	\$ -
June	\$ 23,727	\$ 33,151	\$ 9,424	\$ -
12 Month TOTAL (July - June)	\$ 268,587	\$ 319,555	\$ 50,968	\$ 81,482
AVG (July -June)	\$ 22,382	\$ 26,630	\$ 4,247	\$ 27,161

\*RED includes the new rate increase



# FUSD CASH FLOWS FY11-FY15

Statement of Cash Flows	Fork Union S.D.				
	6/30/2011	6/30/2012	6/30/2013	6/30/2014	6/30/2015
Cash flows from operating activities:					
Receipts from customers and users	\$ 292,601	\$ 319,282	\$ 309,707	\$ 303,084	\$ 347,862
Payment to suppliers	(82,360)	(112,715)	(122,028)	(115,149)	(125,747)
Payments to employees	(154,729)	(165,635)	(162,462)	(157,966)	(176,895)
<b>Net cash provided by operations</b>	<b>55,512</b>	<b>40,932</b>	<b>25,217</b>	<b>29,970</b>	<b>45,220</b>
Cash flows from Noncapital Financing					
Transfers in	-	1,615	31,873	39,000	-
Net cash provided by noncapital financing	-	1,615	31,873	39,000	-
Cash flows from capital and related financing					
Acquisition of Capital Assets				(4,200)	
Interest expense	(35,225)	(28,450)	(28,401)	(26,373)	(24,705)
Retirement of debt	(28,446)	(31,070)	(31,119)	(33,147)	(34,815)
Net cash (used for) capital and related financing	(63,671)	(59,520)	(59,520)	(63,720)	(59,520)
<b>Inc/(Dec) in cash</b>	<b>(8,159)</b>	<b>(16,973)</b>	<b>(2,430)</b>	<b>5,250</b>	<b>(14,300)</b>
<b>Cash at beg of yr</b>	<b>28,150</b>	<b>19,991</b>	<b>3,018</b>	<b>588</b>	<b>5,838</b>
<b>Cash EOY</b>	<b>\$ 19,991</b>	<b>\$ 3,018</b>	<b>\$ 588</b>	<b>\$ 5,838</b>	<b>\$ (8,462)</b>



## FUSD LOANS FROM THE COUNTY

- \$40,000 approved in 2010
- Was to be paid back by end of fiscal year (June, 2011)
- \$30,000 approved in 2013
- \$39,000 approved in 2014
- FUSD currently has a negative cash balance of ~\$9k
- Additional \$9k loan effective 6/30/15 is requested
- If approved, the total amount owed to the County is \$118K





Questions?



## FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

**Meeting Date:** Oct 21, 2015

<b>AGENDA TITLE:</b>	Advertisement of the Proposed Fluvanna County Code Updates—Steven M. Nichols, County Administrator				
<b>MOTION(s):</b>	<p><b>I move the Board of Supervisors authorize staff to advertise a Public Hearing on November 18, 2015, entitled, “AN ORDINANCE TO AMEND AND REENACT CHAPTER 1; CHAPTER 2, ARTICLES 1, 4, 5, AND 6; CHAPTER 3.1; CHAPTER 4, ARTICLES 1 AND 2; CHAPTER 6, ARTICLES 1 AND 2; CHAPTER 7, ARTICLES 1, 2, AND 3; CHAPTER 8; CHAPTER 9, ARTICLES 1 AND 2; CHAPTER 10, ARTICLES 1 AND 2; CHAPTER 13, ARTICLES 1 AND 2; CHAPTER 14; CHAPTER 15.1; CHAPTER 16; CHAPTER 17; CHAPTER 18; CHAPTER 20, ARTICLES 1, 2, 3, 3.1, 4, 5, 6, 8.1, AND 9; CHAPTER 21, ARTICLES 1, 2, 3, AND 4 OF THE FLUVANNA COUNTY CODE BY CERTAIN AMENDMENTS TO SECTIONS AND SUBSECTIONS 1-1, 1-2, 1-3, 1-4, 1-6, 1-9, 1-9.1, 1-10, 1-12, 2-1-2, 2-1-3, 2-1-4, 2-4-2, 2-5-1, 2-5-2, 2-5-3, 2-6-1, 3.1-1, 3.1-2, 3.1-5, 3.1-6, 3.1-7, 3.1-9, 3.1-10, 3.1-13, 4-1-2, 4-2-1, 4-2-2, 4-2-3, 4-2-4, 6-1-1.1, 6-1-2, 6-1-3, 6-1-6, 6-1-7, 6-1-8, 6-1-11, 6-2-4, 6-2-5, 6-2-7, 7-1-1, 7-1-3.1, 7-1-5, 7-2, 7-3-3.1, 8-1, 8-3, 8-5, 9-1-2, 9-2-6, 10-1-3.2, 10-1-4, 10-2-2, 13-1-1, 13-1-2, 13-1-2.1, 13-1-2.2, 13-1-2.4, 13-1-3, 13-1-4, 13-1-5, 13-1-5.1, 13-1-7, 14-3, 14-4, 15.1-6, 16.2, 17-2, 18-2, 20-1-3, 20-1-6, 20-2-2, 20-3-1, 20-3-2, 20-3-3, 20-3-3.1, 20-3-4, 20-3-4.1, 20-3-6, 20-3.1-1, 20-4-2, 20-4-3, 20-4-4, 20-4-6, 20-4-7, 20-4-8, 20-4-9, 20-5-1, 20-5-2, 20-5-6, 20-5-6.1, 20-5-6.2, 20-5-9, 20-5-10, 20-8.1-1, 20-8.1-2, 20-8.1-3, 20-8.1-4, 20-8.1-5, 20-9, 20-9-1, 20-9-4, 20-9-9, 21-1-5, 21-1-6, 21-2-1, 21-2-2, 21-2-6, 21-3-1, 21-3-2, 21-3-3, 21-3-3.1, 21-3-5, 21-4-1, 21-4-9, 21-4-22, AND 21-4-28. THEREOF, AMENDING AND REENACTING THE FLUVANNA COUNTY CODE TO CONFORM TO THE CURRENT ENABLING LEGISLATION, AS AMENDED.”</b></p>				
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
<b>STAFF CONTACT(S):</b>	Kelly Belanger Harris, Clerk to the Board				
<b>PRESENTER(S):</b>	Steven M. Nichols, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Normal				

<b>DISCUSSION:</b>	<p>The proposed changes are lengthy, but not complicated. There is very little in the way of discretionary changes. Pursuant to your discussion this summer with Fred Payne, the proposed amendments are split into three categories, and are attached hereto:</p> <ol style="list-style-type: none"> <li>1. <b>Clerical Updates</b> - updating citations to the Virginia Code, fixing grammatical errors, adding references to Virginia Code, where appropriate. These changes are not substantive and require intensive review - they're just necessary housekeeping.</li> <li>2. <b>Mandatory Substantive Updates</b> - which includes mandatory changes where, for example, enabling legislation has changed and the Fluvanna Code must be amended to be consistent with the Virginia Code or federal law. Again, this is necessary housekeeping.</li> <li>3. <b>Discretionary Substantive Updates</b> - which include amendments which the County has the option to adopt and exercise additional authority, assert new limitations, or update its fees.</li> </ol> <p>The next step would be to present these proposed amendments to the Board of Supervisors.</p>				
<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	None.				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Advertisement to run on November 5 & 12, 2015 in the Fluvanna Review				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	XX				

## PUBLIC HEARING

The Fluvanna County Board of Supervisors will conduct a public hearing pursuant to Virginia Code Sections 15.2-2204 on Wednesday, November 18, 2015 at 7:00 p.m., in the Circuit Court Room at the Fluvanna County Courts Building in Palmyra, Virginia to consider the following items:

*The Fluvanna County Board of Supervisors resolves to propose an amendment and reenactment of the Fluvanna County Code entitled "AN ORDINANCE TO AMEND AND REENACT CHAPTER 1; CHAPTER 2, ARTICLES 1, 4, 5, AND 6; CHAPTER 3.1; CHAPTER 4, ARTICLES 1 AND 2; CHAPTER 6, ARTICLES 1 AND 2; CHAPTER 7, ARTICLES 1, 2, AND 3; CHAPTER 8; CHAPTER 9, ARTICLES 1 AND 2; CHAPTER 10, ARTICLES 1 AND 2; CHAPTER 13, ARTICLES 1 AND 2; CHAPTER 14; CHAPTER 15.1; CHAPTER 16; CHAPTER 17; CHAPTER 18; CHAPTER 20, ARTICLES 1, 2, 3, 3.1, 4, 5, 6, 8.1, AND 9; CHAPTER 21, ARTICLES 1, 2, 3, AND 4 OF THE FLUVANNA COUNTY CODE BY CERTAIN AMENDMENTS TO SECTIONS AND SUBSECTIONS 1-1, 1-2, 1-3, 1-4, 1-6, 1-9, 1-9.1, 1-10, 1-12, 2-1-2, 2-1-3, 2-1-4, 2-4-2, 2-5-1, 2-5-2, 2-5-3, 2-6-1, 3.1-1, 3.1-2, 3.1-5, 3.1-6, 3.1-7, 3.1-9, 3.1-10, 3.1-13, 4-1-2, 4-2-1, 4-2-2, 4-2-3, 4-2-4, 6-1-1.1, 6-1-2, 6-1-3, 6-1-6, 6-1-7, 6-1-8, 6-1-11, 6-2-4, 6-2-5, 6-2-7, 7-1-1, 7-1-3.1, 7-1-5, 7-2, 7-3-3.1, 8-1, 8-3, 8-5, 9-1-2, 9-2-6, 10-1-3.2, 10-1-4, 10-2-2, 13-1-1, 13-1-2, 13-1-2.1, 13-1-2.2, 13-1-2.4, 13-1-3, 13-1-4, 13-1-5, 13-1-5.1, 13-1-7, 14-3, 14-4, 15.1-6, 16.2, 17-2, 18-2, 20-1-3, 20-1-6, 20-2-2, 20-3-1, 20-3-2, 20-3-3, 20-3-3.1, 20-3-4, 20-3-4.1, 20-3-6, 20-3.1-1, 20-4-2, 20-4-3, 20-4-4, 20-4-6, 20-4-7, 20-4-8, 20-4-9, 20-5-1, 20-5-2, 20-5-6, 20-5-6.1, 20-5-6.2, 20-5-9, 20-5-10, 20-8.1-1, 20-8.1-2, 20-8.1-3, 20-8.1-4, 20-8.1-5, 20-9, 20-9-1, 20-9-4, 20-9-9, 21-1-5, 21-1-6, 21-2-1, 21-2-2, 21-2-6, 21-3-1, 21-3-2, 21-3-3, 21-3-3.1, 21-3-5, 21-4-1, 21-4-9, 21-4-22, AND 21-4-28. THEREOF, AMENDING AND REENACTING THE FLUVANNA COUNTY CODE TO CONFORM TO THE CURRENT ENABLING LEGISLATION, AS AMENDED."*

*The public purpose for such amendment is to conform the Fluvanna County Code to the current enabling legislation, as amended.*

Copies of the complete text of the above proposed amendments are available for public review at the Office of the Fluvanna County Administrator during normal business hours. The public is invited to attend these hearings at which persons affected may appear and present their views. Questions or comments may be directed to Planning & Community Development Department, at (434) 591-1910.

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TO: Fluvanna Review

Advertise on the following dates: 5 & 12 November 2015

Authorized by: Fluvanna County Board of Supervisors

Bill to:

Fluvanna County Board of Supervisors  
P.O. Box 540, Palmyra, VA, 22963  
Kelly Belanger Harris  
Clerk to the Board of Supervisors  
Fluvanna County, Virginia 22963  
Email: [kharris@fluvannacounty.org](mailto:kharris@fluvannacounty.org)  
(434) 591-1910 ext. 1059 FAX (434) 591-1911

## FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

**Meeting Date:** October 21, 2015

<b>AGENDA TITLE:</b>	Appointment to the Fluvanna Partnership for Aging Committee, At Large Position				
<b>MOTION(s):</b>	<b>I move to appoint _____ to the Fluvanna Partnership for Aging Committee, At Large Position, with a term to begin immediately and to terminate December 31, 2019.</b>				
<b>CATEGORY</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		<b>X</b>			
<b>STAFF CONTACT(S):</b>	Kelly Belanger Harris, Clerk to the Board				
<b>PRESENTER(S):</b>	Steven M. Nichols, County Administrator				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Normal				
<b>DISCUSSION:</b>	Applicants who have shown an interest in this position are: Linda Bernick				
<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	None				
<b>LEGISLATIVE HISTORY:</b>	None				
<b>ENCLOSURES:</b>	Boards and Commissions Applications				
<b>REVIEWS</b>	Legal	Finance	Purchasing	HR	Other





**Interest in Fluvanna Partnership for Aging Committee**

**Palmyra**

**Last Name**  **First Name**  **Date Recieved**

**Mailing Address**  **City**  **State**  **Postal Code**

**Home Phone**  **Work Phone**  **Cell Phone/Other**

**Fax**  **Email Address**

**Physical Address**  **City**  **State**  **Postal Code**

**Education and Experience:**

B.A. in Spanish - College of William and Mary. M.A.T. in Spanish - UVA. Adjunct Instructor (Spanish, French) - UVA, Virginia Tech, Roanoke College, New River Community College.

**Civic Activities and Committee Memberships:**

Co-President, VP Publicity/Marketing, Audience Development-Blacksburg Master Chorale Fellowship Committee Chair, Missions Co-Chair, Member of Administrative Board, Member of Team ministering at Radfprd Rejab. Care Shepherd - Central United Methodist Chrch (Radford) Tourism Commission Chair, Member of Child Protection Management Team - Ciry of Radford. Member Central United Methodist Church - Radford and Effort Baptist - Palmyra, VA.

**Interest in Committee:**

Personal interest and desire to assist.

**Comments:**



## FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

**Meeting Date:** October 21, 2015

<b>AGENDA TITLE:</b>	Appointment to the Fluvanna Partnership for Aging Committee, Fork Union District Position				
<b>MOTION(s):</b>	<b>I move to appoint _____ to the Fluvanna Partnership for Aging Committee, Fork Union District Position, replacing Dorothy Payne, who resigned, with a term to begin immediately and to terminate December 31, 2016.</b>				
<b>CATEGORY</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		<b>X</b>			
<b>STAFF CONTACT(S):</b>	Kelly Belanger Harris, Clerk to the Board				
<b>PRESENTER(S):</b>	Steven M. Nichols, County Administrator				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Normal				
<b>DISCUSSION:</b>	Applicants who have shown an interest in this position are: Deborah Talley				
<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	None				
<b>LEGISLATIVE HISTORY:</b>	None				
<b>ENCLOSURES:</b>	Boards and Commissions Applications				
<b>REVIEWS</b>	Legal	Finance	Purchasing	HR	Other



**Interest in Fluvanna Partnership for Aging Committee**

**Fork Union**

**Last Name** Talley **First Name** Joan T. **Date Recieved** 10/13/2015  
**Mailing Address** PO Box 672 **City** Fork Union **State** VA **Postal Code** 23055-  
**Home Phone** (434) 842-9205 **Work Phone** **Cell Phone/Other**  
**Fax** **Email Address** joantalleyl@gmail.com  
**Physical Address** 15608 West River Road **City** Bremono Bluff **State** **Postal Code**

**Education and Experience:**

LPN - Licensed Practical Nurse Geriatrics - Nursing homes. Caretaker for 97-year-old father. Current - small farmer. Former - antique dealer and business owner.

**Civic Activities and Committee Memberships:**

Chair - Fluvanna County Farm Bureau, Women's Committee. Board member - Fluvanna county Farm Bureau. Leader of Central District - Virginia Farm Bureau (9 counties). Attends Senatorial and Legislative Meetings. Old Farm Day committee. Part/time driver for Meals on Wheels.

**Interest in Committee:**

Concern for welfare of elderly.

**Comments:**



## FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

**Meeting Date:** October 21, 2015

<b>AGENDA TITLE:</b>	Stormwater Opt Out Support Resolution				
<b>MOTION(s):</b>	<b>I move that the Board of Supervisors approve a resolution entitled, “A Resolution in Support of Stormwater Opt-Out” and direct the County Administrator to forward the resolution to the Governor’s Office, our State Legislators, and the Virginia department of Environmental Quality.</b>				
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>XX</b>	
<b>STAFF CONTACT(S):</b>	Bobby Popowicz, Community Development Director				
<b>PRESENTER(S):</b>	Bobby Popowicz, Community Development Director				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Current				
<b>DISCUSSION:</b>	<p>Like many other small to medium Virginia counties, we chose to “Opt Out” of DEQ’s expanded stormwater management program due to the cost, liability and uncertainty surrounding the new regulations. We believe that regulations developed and adopted by the Commonwealth should be paid for by the Commonwealth as opposed to being passed down to the local governments as a burdensome unfunded or underfunded mandate. Further, we believe that regulations promulgated by the state are most uniformly and consistently implemented and enforced by the state through its own agencies and departments.</p> <p>However, some are now seeking to eliminate a locality’s ability to “Opt Out” of the state’s stormwater program through the work of DEQ’s Stormwater Stakeholder Advisory Group (SAG). The SAG is currently meeting in Richmond and upon conclusion they will make recommendations to the General Assembly regarding revisions to the state’s stormwater law that will most likely be adopted.</p> <p>The draft resolution was a team effort consisting of Mr. John D. “Jack” Miller, former President of the Virginia Association of Counties and Middlesex Board Member and several county administrators and attorneys including from King and Queen County, Cumberland County, and Middlesex County.</p> <p>If adopted, we would send the resolution to our state legislative delegation, the DEQ and Governor’s Office.</p>				
<b>FISCAL IMPACT:</b>	None				

<b>POLICY IMPACT:</b>	None				
<b>LEGISLATIVE HISTORY:</b>	Numerous other counties around the Commonwealth have passed the same resolution.				
<b>ENCLOSURES:</b>	<ul style="list-style-type: none"> <li>• Resolution</li> <li>• Stormwater "Opt Out" Map</li> </ul>				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other



Amherst	<a href="mailto:dcrogers@countyofamherst.com">dcrogers@countyofamherst.com</a>	Dean Rodgers
Appomattox	<a href="mailto:susan.adams@appomattoxcounty.va.gov">susan.adams@appomattoxcounty.va.gov</a>	Susan Adams
Bath	<a href="mailto:aharrison@bathcountyva.org">aharrison@bathcountyva.org</a>	Ashton Harrison
Bland	<a href="mailto:eworkman@bland.org">eworkman@bland.org</a>	Eric Workman
Brunswick	<a href="mailto:cwoolridge@brunswickco.com">cwoolridge@brunswickco.com</a>	Charlotte Woolridge
Buchanan	<a href="mailto:craig.horn@buchanancounty-va.gov">craig.horn@buchanancounty-va.gov</a>	Robert Craig Horn
Buckingham	<a href="mailto:bcarter@buckinghamcounty.virginia.gov">bcarter@buckinghamcounty.virginia.gov</a>	Rebecca Carter
Caroline	<a href="mailto:cculley@co.caroline.va.us">cculley@co.caroline.va.us</a>	Charles Culley, Jr.
Carroll	<a href="mailto:CarrollAdmin@CarrollCountyVa.org">CarrollAdmin@CarrollCountyVa.org</a>	Gary Larrowe
Charlotte	<a href="mailto:rclark@charlotteva.com">rclark@charlotteva.com</a>	Russell Clark
Clarke	<a href="mailto:info@clarkecounty.gov">info@clarkecounty.gov</a>	David Ash
Culpeper	<a href="mailto:chively@culpeperva.gov">chively@culpeperva.gov</a>	Christopher Hively
Cumberland	<a href="mailto:vgiles@cumberlandcounty.virginia.gov">vgiles@cumberlandcounty.virginia.gov</a>	Vivian Giles
Dickenson	<a href="mailto:dmoore@dickensonva.org">dmoore@dickensonva.org</a>	G. David Moore Jr.
Essex	<a href="mailto:rpeck@essex-virginia.org">rpeck@essex-virginia.org</a>	Reese Peck
Floyd	<a href="mailto:tmorris@floydcova.org">tmorris@floydcova.org</a>	Terri Morris
Fluvanna	<a href="mailto:snichols@fluvannacounty.org">snichols@fluvannacounty.org</a>	Steven Nichols
Giles	<a href="mailto:cmcklarney@gilescounty.org">cmcklarney@gilescounty.org</a>	Chris McKlarney
Halifax	<a href="mailto:james.halasz@co.halifax.va.us">james.halasz@co.halifax.va.us</a>	James Halasz
Henry	<a href="mailto:thall@co.henry.va.us">thall@co.henry.va.us</a>	Tim Hall
Highland	<a href="mailto:hcboard@htcnet.org">hcboard@htcnet.org</a>	Roberta Lambert
King & Queen	<a href="mailto:tswartzwelder@kingandqueenco.net">tswartzwelder@kingandqueenco.net</a>	Thomas J. Swartzwelder
King William	<a href="mailto:countyadmin@kingwilliamcounty.us">countyadmin@kingwilliamcounty.us</a>	Charles Griffin
Lancaster	<a href="mailto:fpleva@lancova.com">fpleva@lancova.com</a>	Frank Pleva
Lee County	<a href="mailto:ddpoe@leecova.org">ddpoe@leecova.org</a>	Dane Poe
Louisa	<a href="mailto:cgoodwin@louisa.org">cgoodwin@louisa.org</a>	Christian Goodwin
Lunenburg	<a href="mailto:tgee@lunenburgva.net">tgee@lunenburgva.net</a>	Tracy Gee
Madison	<a href="mailto:dcampbell@madisonco.virginia.gov">dcampbell@madisonco.virginia.gov</a>	Daniel Campbell
Mathews	<a href="mailto:mconner@co.mathews.va.us">mconner@co.mathews.va.us</a>	Melinda "Mindy" Conner
Mecklenburg	<a href="mailto:wayne.carter@mecklenburgva.com">wayne.carter@mecklenburgva.com</a>	Wayne Carter
Middlesex	<a href="mailto:m.walker@co.middlesex.va.us">m.walker@co.middlesex.va.us</a>	Matt Walker
Nelson	<a href="mailto:scarter@nelsoncounty.org">scarter@nelsoncounty.org</a>	Stephen Carter
Northampton	<a href="mailto:knunez@co.northampton.va.us">knunez@co.northampton.va.us</a>	Katherine Nunez
Northumberland	<a href="mailto:keades@co.northumberland.va.us">keades@co.northumberland.va.us</a>	Kenneth D. Eades
Nottoway	<a href="mailto:nottoway@nottoway.org">nottoway@nottoway.org</a>	Ronald Roark
Orange	<a href="mailto:bdavid@orangecountyva.gov">bdavid@orangecountyva.gov</a>	R. Bryan David
Pittsylvania	<a href="mailto:clarence.monday@pittgov.org">clarence.monday@pittgov.org</a>	Clarence Monday
Powhatan	<a href="mailto:kjackson@powhatanva.gov">kjackson@powhatanva.gov</a>	Patricia A. Weiler
Prince George	<a href="mailto:administration@princegeorgecountyva.gov">administration@princegeorgecountyva.gov</a>	Percy Ashcroft
Pulaski	<a href="mailto:phubert@pulaskicounty.org">phubert@pulaskicounty.org</a>	Peter Hubert
Rappahannock	<a href="mailto:jwmccarthy@rappahannockcountyva.gov">jwmccarthy@rappahannockcountyva.gov</a>	John W. McCarthy
Richmond Co.	<a href="mailto:rmquicke@co.richmond.va.us">rmquicke@co.richmond.va.us</a>	R. Morgan Quicke
Russell	<a href="mailto:lonzo.lester@russellcountyva.us">lonzo.lester@russellcountyva.us</a>	Lonzo Lester, jr.
Scott	<a href="mailto:knoe@scottcountyva.com">knoe@scottcountyva.com</a>	Kathie Noe
Shenandoah	<a href="mailto:mprice@shenandoahcountyva.us">mprice@shenandoahcountyva.us</a>	Mary T. Price
Surry	<a href="mailto:twfranklin@surrycountyva.gov">twfranklin@surrycountyva.gov</a>	Tyrone W. Franklin
Sussex	<a href="mailto:ddavis@sussexcountyva.com">ddavis@sussexcountyva.com</a>	Deborah A. Davis
Tazewell	<a href="mailto:pgreen@tazewellcounty.org">pgreen@tazewellcounty.org</a>	Patricia Green
Warren	<a href="mailto:dstanley@warrencountyva.net">dstanley@warrencountyva.net</a>	Douglas P. Stanley
Westmoreland	<a href="mailto:info@westmoreland-county.org">info@westmoreland-county.org</a>	Norm Risavi
Wythe	<a href="mailto:rcdalton@wytheco.org">rcdalton@wytheco.org</a>	R. Cellcell Dalton



**BOARD OF SUPERVISORS**  
County of Fluvanna  
Palmyra, Virginia

**RESOLUTION No. 20-2015**

**A Resolution in Support of Stormwater Opt-Out**

**WHEREAS**, many localities are increasingly concerned over the Commonwealth of Virginia's expanding reliance upon localities for the administration, implementation and enforcement of regulations promulgated at the state level; and

**WHEREAS**, over the past several years, many changes have been made to the environmental laws in the Commonwealth of Virginia, including legislation imposing unfunded and underfunded mandatory local obligations regarding erosion and sediment control, the Chesapeake Bay Act and most recently, the significant expansion of the Virginia Stormwater Management Program (VSMP); and

**WHEREAS**, many localities in Virginia expressed concern to their state government delegation about the reasonableness, efficacy and costs of implementing the Commonwealth's expanded Stormwater Management Program and other environmental regulations at the local level; and

**WHEREAS**, many localities in Virginia have expressed concern regarding the liability they incur by becoming the VSMP plan approving authority, as well as the inestimable costs and responsibilities of the perpetual maintenance of abandoned stormwater facilities required or implied through the expanded Stormwater Management Program; and

**WHEREAS**, the Senate of Virginia and the Virginia House of Delegates, in response to local government concerns, both passed by wide margins amendments to the Virginia Stormwater Management Program under House Bill 1173/Senate Bill 423, which amendments allow local governments to choose either to manage their own Stormwater Management Programs or to "Opt Out", leaving the administration, implementation and enforcement of the Program to the Virginia Department of Environmental Quality (DEQ). These were both Omnibus Bills with broad and unequivocal support from DEQ, Environmental Groups and representatives from the Construction/Development community; and

**WHEREAS**, the Governor of the Commonwealth of Virginia signed House Bill 1173 / Senate Bill 423 on March 24, 2014, and the bill was enacted immediately with an emergency clause contained therein; and

**WHEREAS**, upon enactment, the Commonwealth of Virginia's lead environmental regulatory agency, the DEQ was established as the Commonwealth's VSMP Authority. The DEQ is the stormwater permitting authority and has the responsibility to implement, administer, and enforce the Commonwealth's environmental regulations in a uniform, consistent, efficient and timely manner across the Commonwealth; and

**WHEREAS**, the Board of Supervisors of Fluvanna County, along with 54 other localities in Virginia, voted in 2014 to "Opt Out" of administering their own stormwater management program, leaving the administration of the Program to DEQ; and

**WHEREAS**, following the 2014 legislation, a Stormwater Advisory Group was convened and charged with making recommendations regarding consolidation and implementation of the Virginia's Water Regulations, including Stormwater and Erosion and Sediment Control, to the 2016 General Assembly; and

**WHEREAS**, the Stormwater Advisory Group is largely comprised of representatives from the environmental community, engineers and DEQ staff and lacks sufficient representation from Virginia's "Opt Out" localities and Chesapeake Bay Act localities; and

**WHEREAS**, while the Stormwater Advisory Group should be commended for their months of hard work, and in particular for the work on consolidating various environmental programs into one program under DEQ administration, the Group has focused a significant amount of time recently and has become sidetracked of late with a discussion on the benefits to DEQ of repealing the statutory right to "Opt Out" provided by the 2014 legislative amendments to the Virginia Stormwater Management Program and thereby returning to localities the responsibility of plan implementation, administration, and enforcement; and

**WHEREAS**, a recommendation to repeal the statutory "Opt Out" constitutes nothing less than nullification by committee of the legislative action clearly embodied in the 2014 Omnibus legislation, nullification of a right guaranteed by both houses of the General Assembly and the Governor, and would require that each and every locality in the Commonwealth administer a separate version of the Virginia Stormwater Management Program, thus resulting in inconsistency, inefficacy and a cumulative burden that will increase both in size and cost each year, constituting nothing short of a significantly expensive and burdensome **unfunded or underfunded mandate**; and

**WHEREAS**, DEQ has opined that Chesapeake Bay localities who exercise the statutory right to "Opt Out" receive an additional burden not shared by other localities by being forced to administer a local Stormwater Program for land disturbance projects between 2,500 square feet and 1 acre; and

**NOW, THEREFORE, BE IT RESOLVED THAT:**

The Board of Supervisors of Fluvanna County **STRONGLY OPPOSES** any recommendation or effort to reverse or amend the action taken by the 2014 General Assembly in affording to Virginia's counties and cities the statutory right to "Opt Out" of administering the Virginia Stormwater Management Program, and further respectfully requests that the Stormwater Advisory Group support and seek implementation of the current law; and

The Board of Supervisors of Fluvanna County respectfully requests that the Stormwater Advisory Group recognize and recommend that the statutory right to "Opt Out" be applied to all localities equally such that the Chesapeake Bay localities are not required to administer a local Stormwater Program for land disturbance projects between 2,500 square feet and 1 acre.

**BE IT FURTHER RESOLVED THAT:**

The Board of Supervisors of Fluvanna County **strongly recommends** that DEQ and the General Assembly impanel an additional stakeholder group, more representative of rural and Chesapeake Bay localities, to conduct a comprehensive review of the efficiency and efficacy of the implementation and delivery of state environmental regulations and programs, to make recommendation for revisions on the delivery and implementation of these programs, and, if appropriate, draft the subsequent statutory and regulatory revisions, especially where the objective is to grant "Opt Out" alternatives to all localities equally.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_:

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District						
Robert Ullenbruch, Palmyra District						
Anthony P. O'Brien, Rivanna District						
John M. Sheridan, Columbia District						
Donald W. Weaver, Cunningham District						

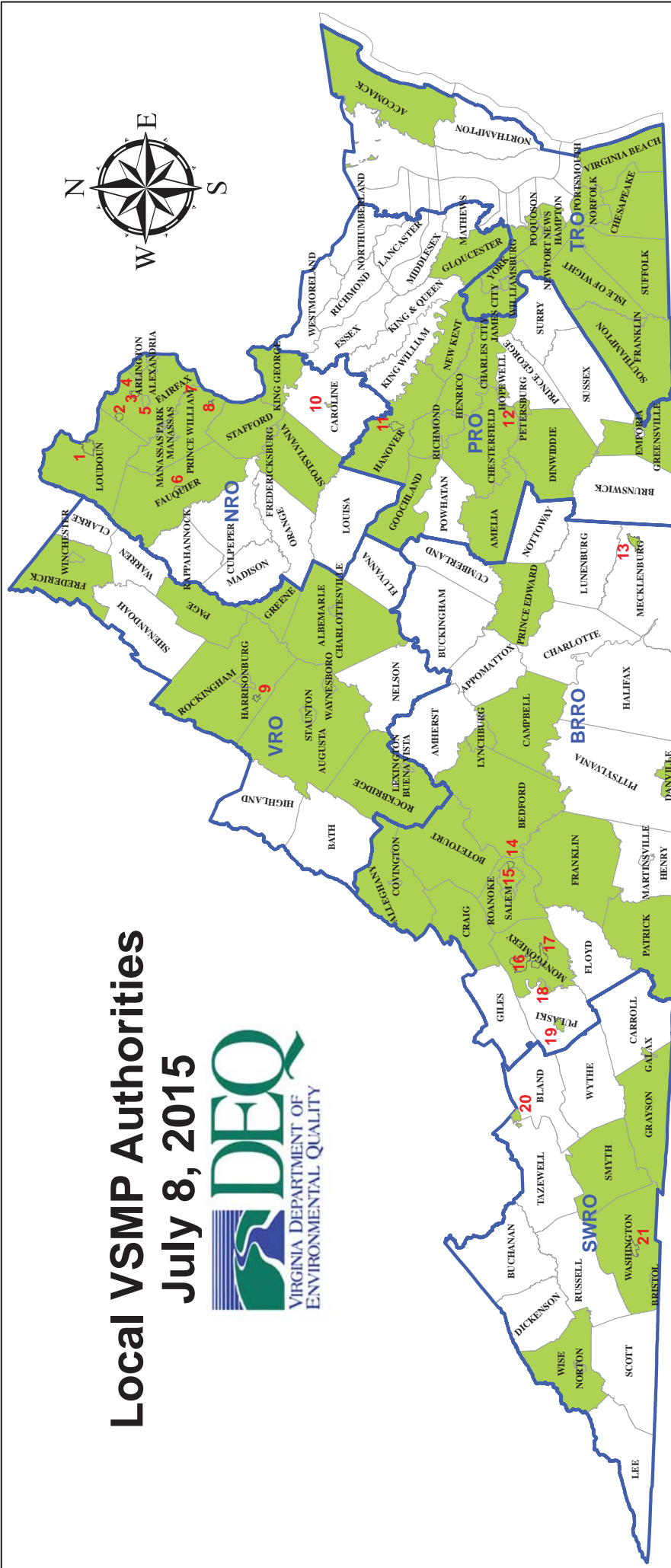
*A Copy, teste:*

\_\_\_\_\_  
Kelly Belanger Harris, Clerk  
Board of Supervisors, Fluvanna County, Virginia

DRAFT

# Local VSMP Authorities

July 8, 2015



- Town & City Authorities:**
- 1 - Leesburg
  - 2 - Herndon
  - 3 - Vienna
  - 4 - Falls Church
  - 5 - Fairfax
  - 6 - Warrenton
  - 7 - Occoquan
  - 8 - Dumfries
  - 9 - Bridgewater
  - 10 - Bowling Green
  - 11 - Ashland
  - 12 - Colonial Heights
  - 13 - South Hill
  - 14 - Vinton
  - 15 - Roanoke
  - 16 - Blacksburg
  - 17 - Christiansburg
  - 18 - Radford
  - 19 - Pulaski
  - 20 - Bluefield
  - 21 - Abingdon

## Local VSMP

- DEQ Regional Offices
- Opt-out
- Local Authorities

54  
95

Note: Opt-out totals include counties and cities that did not adopt a local VSMP.



**FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM**

**Meeting Date:** October 21, 2015

<b>AGENDA TITLE:</b>	FY16 Schools VSUP Budget Supplemental Appropriation				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the supplemental appropriation of \$96,687.14 in the FY16 Fluvanna County Public Schools budget from the Virginia School University Partnership (VSUP).</b>				
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>X</b>	
<b>STAFF CONTACT(S):</b>	Mary Anna Twisdale, Management Analyst				
<b>PRESENTER(S):</b>	Ed Breslauer, Schools Director of Finance				
<b>RECOMMENDATION:</b>	I recommend approval of the following action.				
<b>TIMING:</b>	Routine.				
<b>DISCUSSION:</b>	<p>Fluvanna County Public Schools serves as the fiscal agent for the Virginia School University Partnership (VSUP).</p> <p>One of the services provided is payroll. The total FY16 VSUP budget for staff salaries, including benefits is \$96,687.14. These funds flow through FCPS and we receive funds from VSUP to cover salaries and benefits</p> <p>This supplemental appropriation will increase the Schools FY16 Other Local Funds Budget from \$773,800 to \$870,487.14 and will authorize staff to appropriate the additional revenue and expense.</p>				
<b>FISCAL IMPACT:</b>	There is no County match required.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	None.				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		<b>X</b>			







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# COUNTY OF FLUVANNA

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*"Responsive & Responsible Government"*

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

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## MEMORANDUM

**Date:** October 21, 2015  
**From:** Finance Department  
**To:** Board of Supervisors  
**Subject:** **Accounts Payable Report for September 2015**

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1. Staff recommends that the Board of Supervisors ratify the expenditures in the attached report and summarized below.

<b>CATEGORY</b>	<b>AMOUNT</b>
General	\$870,289.17
Capital Improvements	\$1,507,441.61
Debt Service	\$482,857.20
Sewer	\$3,832.12
Fork Union Sanitary District	\$14,833.76
<b>TOTAL AP EXPENDITURES</b>	<b>\$2,879,253.86</b>
Payroll	\$ 693,863.05
<b>TOTAL</b>	<b>\$3,573,116.91</b>

## MOTION

I move the Accounts Payable and Payroll be ratified for **September 2015** in the amount of **\$3,573,116.91**.

Encl:  
AP Report



	A	B	C	D	F	G	H	I	J
<b>County of Fluvanna</b> <b>Accounts Payable List</b> <b>From Date: 9/1/2015</b> <b>To Date: 9/30/2015</b>									
1									
2									
3									
4									
6	<b>Vendor Name</b>		<b>Charge To</b>	<b>Description</b>	<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Check Date</b>	<b>Check Amount</b>	
7	<b>Fund # - 100 GENERAL FUND</b>								
8	<b>GENERAL FUND</b>								
9	AMERICAN FIDELITY CORPORATION	CLEARING ACCOUNT-		Payroll Run 1 - Warrant 082815	000000037228	8/27/2015	9/3/2015	951.00	
10	FIRST FINANCIAL ADMINISTRATORS,	CLEARING ACCOUNT-		Payroll Run 1 - Warrant 082815	000000037227	8/27/2015	9/4/2015	13,277.34	
11	HERBERT L BESKIN, TRUSTEE	CLEARING ACCOUNT-		Payroll Run 1 - Warrant 081415	000000036977	8/13/2015	9/4/2015	4,048.00	
12	MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-		Payroll Run 1 - Warrant 081415	000000036979	8/13/2015	9/4/2015	281.07	
13	NEW YORK LIFE INSURANCE CO	CLEARING ACCOUNT-		Payroll Run 1 - Warrant 081415	000000036975	8/13/2015	9/4/2015	1,034.68	
14	NY LIFE INSURNACE & ANNUITY CORP	CLEARING ACCOUNT-		Payroll Run 1 - Warrant 081415	000000036976	8/13/2015	9/4/2015	180.00	
15	ST PETERS & PAUL CATHOLIC	PLANNING ESCROW		EROSION BOND REDUCTION	091715	6/25/2015	9/25/2015	10,080.00	
16	TREASURER, CITY OF	CLEARING ACCOUNT-		Payroll Run 1 - Warrant 091115	000000037483	9/10/2015	9/28/2015	110.50	
17	VACORP	CLEARING ACCOUNT-		Payroll Run 1 - Warrant 081415	000000036980	8/13/2015	9/4/2015	649.83	
18	VRS	CLEARING ACCOUNT-		Payroll Run 1 - Warrant 081415	000000036978	8/13/2015	9/3/2015	83,443.92	
19									<b>Total: \$114,056.34</b>
20									
21	<b>CHARGES FOR SERVICES</b>								
22	THREE CHOPT RURITAN	RECREATION PROGRAM		REFUND FOR COUNTY FAIR	083115	8/31/2015	9/4/2015	201.25	
23									<b>Total: \$201.25</b>
24									
25	<b>BOARD OF SUPERVISORS</b>								
26	BANK OF AMERICA	CONVENTION AND		AUGUST STMT	083115	8/31/2015	9/18/2015	410.00	
27	BANK OF AMERICA	OTHER OPERATING		AUGUST STMT	083115	8/31/2015	9/18/2015	18.55	
28	CARR MALONEY PC	PROFESSIONAL SERVICES		PERIOD END MARCH 31, 2015	81816	4/13/2015	9/18/2015	10,000.00	
29	E.W. THOMAS	SUBSISTENCE & LODGING		BOARD SNACKS AND DINNER	091615	9/16/2015	9/18/2015	23.68	
30	JOHN M. SHERIDAN	MILEAGE ALLOWANCES		TRAVEL REIMBURSEMENT	090215	9/2/2015	9/11/2015	92.00	
31	MATTHEW BENDER & CO INC	BOOKS/PUBLICATIONS		VA CODE 2015 RV3B	74252143	8/20/2015	9/18/2015	161.01	
32	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES		POSTAGE	090915	8/25/2015	9/11/2015	61.20	
33	ROBINSON FARMER & COX	PROFESSIONAL SERVICES		COST ALLOCATION PLAN	091015	9/10/2015	9/25/2015	3,500.00	
34	THE DAILY PROGRESS	ADVERTISING		BOE AD DATES	083015	8/30/2015	9/18/2015	428.30	
35	VACORP	PROFESSIONAL SERVICES		DEDUCTIBLE	322014119303	8/17/2015	9/18/2015	2,500.00	
36	VERIZON	TELECOMMUNICATIONS		WIRELESS BILL	9750918247	7/19/2015	9/4/2015	269.58	
37									<b>Total: \$17,464.32</b>
38									
39	<b>COUNTY ADMINISTRATOR</b>								
40	BANK OF AMERICA	CONVENTION AND		AUGUST STMT	083115	8/31/2015	9/18/2015	205.00	
41	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES		POSTAGE	090915	8/25/2015	9/11/2015	42.36	
42	SHENANDOAH VALLEY WATER	OFFICE SUPPLIES		WATER - ADMIN BUILDING	3464300-15	9/1/2015	9/18/2015	82.40	
43	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES		OFFICE SUPPLIES/FURNITURE	8035762777	8/29/2015	9/25/2015	35.00	

	A	B	C	D	F	G	H	I	J
1	<b>County of Fluvanna</b>								
2	<b>Accounts Payable List</b>								
3	<b>From Date: 9/1/2015</b>								
4	<b>To Date: 9/30/2015</b>								
6	<b>Vendor Name</b>	<b>Charge To</b>	<b>Description</b>	<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Check Date</b>	<b>Check Amount</b>		
44	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T289103	8/27/2015	9/4/2015	53.40		
45						<b>Total:</b>	<b>\$418.16</b>		
46									
47	<b>COUNTY ATTORNEY</b>								
48	PAYNE & HODOUS, LLP.	PROFESSIONAL SERVICES	LEGAL REPRESENTATION	112374	9/3/2015	9/18/2015	17,789.18		
49						<b>Total:</b>	<b>\$17,789.18</b>		
50									
51	<b>COMMISSIONER OF THE REVENUE</b>								
52	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	AUGUST STMT	083115	8/31/2015	9/18/2015	12.00		
53	BANK OF AMERICA	CONVENTION AND	AUGUST STMT	083115	8/31/2015	9/18/2015	300.00		
54	BANK OF AMERICA	OFFICE SUPPLIES	AUGUST STMT	083115	8/31/2015	9/18/2015	97.48		
55	BANK OF AMERICA	SUBSISTENCE & LODGING	AUGUST STMT	083115	8/31/2015	9/18/2015	247.14		
56	FAYES OFFICE SUPPLY	OFFICE SUPPLIES	CUPS, BINDER	158065-001	9/10/2015	9/18/2015	47.46		
57	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	083115	9/16/2015	9/18/2015	55.02		
58	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL SEPTEMBER	121843	9/16/2015	9/18/2015	29.50		
59	PRICE DIGEST	OFFICE SUPPLIES	MARINE BLUE BOOK	65409885	8/25/2015	9/11/2015	261.84		
60	SHENANDOAH VALLEY WATER	OFFICE SUPPLIES	COMM REV WATER	4232210-15	9/1/2015	9/18/2015	24.57		
61	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES/FURNITURE	8035762777	8/29/2015	9/25/2015	45.39		
62	STONEWALL TECHNOLOGIES	PROFESSIONAL SERVICES	VAMANET MEMBERSHIP	8478	8/31/2015	9/18/2015	300.00		
63	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T289103	8/27/2015	9/4/2015	29.20		
64	VERIZON	TELECOMMUNICATIONS	WIRELESS BILL	9750918247	7/19/2015	9/4/2015	49.85		
65						<b>Total:</b>	<b>\$1,499.45</b>		
66									
67	<b>TREASURER</b>								
68	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1217-2015	8/25/2015	9/11/2015	150.00		
69	CHARLOTTESVILLE OFFICE MACHINE	OFFICE SUPPLIES	REPAIR CALCULATOR	670475	8/28/2015	9/4/2015	85.00		
70	M & W PRINTERS, INC.	POSTAL SERVICES	REAL ESTATE 2ND HALF 2015	98424P	9/16/2015	9/18/2015	9,224.27		
71	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	3464500-15	9/1/2015	9/11/2015	28.85		
72	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T289103	8/27/2015	9/4/2015	23.97		
73	VERIZON	TELECOMMUNICATIONS	WIRELESS BILL	9750918247	7/19/2015	9/4/2015	49.85		
74	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	TREASURER'S COPIER	17485621	8/31/2015	9/11/2015	131.38		
75	VIRGINIA DEPT. OF MOTOR VEHICLES	DMV-ONLINE	8 DMV STOPS	090915	9/9/2015	9/11/2015	160.00		
76						<b>Total:</b>	<b>\$9,853.32</b>		
77									
78	<b>INFORMATION TECHNOLOGY</b>								
79	BANK OF AMERICA	ADP SERVICES	AUGUST STMT	083115	8/31/2015	9/18/2015	818.25		
80	BANK OF AMERICA	ADP SUPPLIES	AUGUST STMT	083115	8/31/2015	9/18/2015	134.29		

	A	B	C	D	F	G	H	I	J
1	<b>County of Fluvanna</b>								
2	<b>Accounts Payable List</b>								
3	<b>From Date: 9/1/2015</b>								
4	<b>To Date: 9/30/2015</b>								
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
81	BANK OF AMERICA	BOOKS/PUBLICATIONS	AUGUST STMT	083115	8/31/2015	9/18/2015	42.99		
82	BANK OF AMERICA	OFFICE SUPPLIES	AUGUST STMT	083115	8/31/2015	9/18/2015	7.50		
83	ER COMMUNICATIONS LLC	TELECOMMUNICATIONS	EP300 12 BUTTON SIP	10101	9/5/2015	9/11/2015	284.00		
84	SAVE YOUR DATA LLC	ADP SERVICES	ANTIVIRUS SOFTWARE	1535	9/16/2015	9/25/2015	2,592.00		
85	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T289103	8/27/2015	9/4/2015	4,269.08		
86	VERIZON	TELECOMMUNICATIONS	WIRELESS BILL	9750918247	7/19/2015	9/4/2015	89.86		
87						<b>Total:</b>	<b>\$8,237.97</b>		
88									
89	<b>FINANCE</b>								
90	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	090915	8/25/2015	9/11/2015	470.78		
91	STAPLES CONTRACT & COMMERCIAL,	FURNITURE & FIXTURES	OFFICE SUPPLIES/FURNITURE	8035762777	8/29/2015	9/25/2015	2,063.02		
92	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T289103	8/27/2015	9/4/2015	30.38		
93	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER - FINANCE	17584076	9/21/2015	9/25/2015	169.45		
94						<b>Total:</b>	<b>\$2,733.63</b>		
95									
96	<b>REGISTRAR/ELECTORAL BOARD</b>								
97	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	COPIER	69110	8/31/2015	9/4/2015	155.00		
98	BANK OF AMERICA	CONVENTION AND	AUGUST STMT	083115	8/31/2015	9/18/2015	395.64		
99	BANK OF AMERICA	OFFICE SUPPLIES	AUGUST STMT	083115	8/31/2015	9/18/2015	3.99		
100	BANK OF AMERICA	POSTAL SERVICES	AUGUST STMT	083115	8/31/2015	9/18/2015	3.50		
101	JOYCE PACE	MILEAGE ALLOWANCES	TRAVEL TO REGISTRAR'S	090915	9/9/2015	9/18/2015	120.75		
102	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T289103	8/27/2015	9/4/2015	13.98		
103	VERIZON	TELECOMMUNICATIONS	WIRELESS BILL	9750918247	7/19/2015	9/4/2015	49.85		
104						<b>Total:</b>	<b>\$742.71</b>		
105									
106	<b>HUMAN RESOURCES</b>								
107	BANK OF AMERICA	EMPLOYEE RECOGNITION	AUGUST STMT	083115	8/31/2015	9/18/2015	97.27		
108	FLUVANNA REVIEW	RECRUITMENT	EMPLOYMENT ADS	2015F38-12	9/17/2015	9/25/2015	122.00		
109	PROTECT YOUTH SPORTS	RECRUITMENT	BACKGROUND CHECKS	381565	9/1/2015	9/4/2015	7.95		
110	STAPLES CONTRACT & COMMERCIAL,	FURNITURE & FIXTURES	OFFICE SUPPLIES/FURNITURE	8035762777	8/29/2015	9/25/2015	416.89		
111	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	17449251	8/24/2015	9/4/2015	44.80		
112						<b>Total:</b>	<b>\$688.91</b>		
113									
114	<b>GENERAL DISTRICT COURT</b>								
115	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	08161514	8/16/2015	9/11/2015	229.18		
116	PITNEY BOWES	MAINTENANCE CONTRACTS	LEASING CHARGE POSTAGE	3083012-SP15	9/13/2015	9/25/2015	180.00		
117	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T289103	8/27/2015	9/4/2015	37.87		

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4	<b>To Date: 9/30/2015</b>								
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
118	VIRGINIA BUSINESS SYSTEMS	MAINTENANCE CONTRACTS	COPIER DISTRICT T COURT	1463596	8/26/2015	9/11/2015	161.51		
119	VIRGINIA WATERS, INC.	MAINTENANCE CONTRACTS	WATER	083115	8/31/2015	9/25/2015	23.45		
120						<b>Total:</b>	<b>\$632.01</b>		
121									
122	<b>COURT SERVICE UNIT</b>								
123	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER - JUV DISTRICT COURT	15790520-15	9/24/2015	9/25/2015	12.75		
124	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T289103	8/27/2015	9/4/2015	35.91		
125						<b>Total:</b>	<b>\$48.66</b>		
126									
127	<b>CLERK OF THE CIRCUIT COURT</b>								
128	CHARLOTTESVILLE OFFICE MACHINE	OFFICE SUPPLIES	CORRECTION TAPE	670452	8/20/2015	9/4/2015	18.00		
129	FLUVANNA CO CIRCUIT COURT	CONTRACT SERVICES	BANK SERVICE CHARGE	091115	9/11/2015	9/18/2015	73.18		
130	SHENANDOAH VALLEY WATER	OFFICE SUPPLIES	WATER - COURT	2484350015	9/1/2015	9/18/2015	58.70		
131	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES/FURNITURE	8035762777	8/29/2015	9/25/2015	111.62		
132	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T289103	8/27/2015	9/4/2015	66.46		
133	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	17407341	8/14/2015	9/4/2015	197.38		
134						<b>Total:</b>	<b>\$525.34</b>		
135									
136	<b>CIRCUIT COURT JUDGE</b>								
137	BANK OF AMERICA	OFFICE SUPPLIES	AUGUST STMT	083115	8/31/2015	9/18/2015	30.50		
138	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T289103	8/27/2015	9/4/2015	12.06		
139						<b>Total:</b>	<b>\$42.56</b>		
140									
141	<b>COMMONWEALTH ATTY</b>								
142	BANK OF AMERICA	CONVENTION AND	AUGUST STMT	083115	8/31/2015	9/18/2015	1,466.48		
143	JEFF HAISLIP	CONVENTION AND	TRAVEL REIMBURSEMENT	091615	9/16/2015	9/18/2015	36.93		
144	MATTHEW BENDER & CO INC	BOOKS/PUBLICATIONS	LIXIS NEXIS	7425216X	9/1/2015	9/11/2015	139.10		
145	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	090915	8/25/2015	9/11/2015	31.53		
146	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	3547800-15	9/9/2015	9/11/2015	34.80		
147	SHERRI STADER CAREW	BOOKS/PUBLICATIONS	BOOKS	092315	9/23/2015	9/25/2015	12.24		
148	SOFTWARE UNLIMITED	CONTRACT SERVICES	YEAR MAINTENANCE 4 USERS	7	9/9/2015	9/11/2015	2,568.00		
149	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES/FURNITURE	8035762777	8/29/2015	9/25/2015	168.40		
150	THE DAILY PROGRESS	BOOKS/PUBLICATIONS	RENEWAL	092115	9/21/2015	9/25/2015	62.50		
151	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T289103	8/27/2015	9/4/2015	48.22		
152	VERIZON	TELECOMMUNICATIONS	WIRELESS BILL	9750918247	7/19/2015	9/4/2015	49.85		
153						<b>Total:</b>	<b>\$4,618.05</b>		
154									

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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
155	SHERIFF	TELECOMMUNICATIONS	LONG DISTANCE SHERIFF	090615	9/6/2015	9/25/2015	71.59		
156	AT&T 286-3642	CONVENTION AND	AUGUST STMT	083115	8/31/2015	9/18/2015	300.00		
157	BANK OF AMERICA	OFFICE SUPPLIES	AUGUST STMT	083115	8/31/2015	9/18/2015	110.49		
158	BANK OF AMERICA	SUBSISTENCE & LODGING	AUGUST STMT	083115	8/31/2015	9/18/2015	17.41		
159	BANK OF AMERICA	TELECOMMUNICATIONS	AUGUST STMT	083115	8/31/2015	9/18/2015	25.70		
160	BANK OF AMERICA	VEHICLE/POWER EQUIP	AUGUST STMT	083115	8/31/2015	9/18/2015	15.00		
161	BANK OF AMERICA	VEHICLES REP & MAINT	AUGUST STMT	083115	8/31/2015	9/18/2015	31.58		
162	BANK OF AMERICA	TELECOMMUNICATIONS	POSTAGE	BH2	9/8/2015	9/11/2015	14.41		
163	BARBARA HENSON	VEHICLES REP & MAINT	TIRE ROTATE	090215	9/2/2015	9/11/2015	112.50		
164	CAMPBELL EQUIPMENT, INC.	MAINTENANCE CONTRACTS	MAINTENANCE	4016894746	9/1/2015	9/11/2015	16.34		
165	CANON SOLUTIONS AMERICA, INC.	TELECOMMUNICATIONS	PHONE BILL SHERIFF	0816153	8/16/2015	9/4/2015	305.73		
166	CENTURYLINK	VEHICLES REP & MAINT	TUNNING FORKS	106065	9/8/2015	9/18/2015	12.00		
167	CLEAR COMMUNICATIONS AND	VEHICLE/POWER EQUIP	DISC BRAKE PADS	15-284737	8/26/2015	9/11/2015	501.47		
168	FISHER AUTO PARTS, INC.	POLICE SUPPLIES	BLACK NITRATE EXAM GLOVES	3988045	8/28/2015	9/11/2015	136.00		
169	GALLS, LLC.	VEHICLE FUEL	FUEL	083115	9/16/2015	9/18/2015	3,995.15		
170	JAMES RIVER SOLUTIONS	EXTRADITION OF	TRANSPORT	JPATS/USMS1	9/17/2015	9/18/2015	2,181.00		
171	JPATS/USMS	VEHICLE FUEL	FUEL	120690	9/3/2015	9/4/2015	154.67		
172	MANSFIELD OIL COMPANY OF	SUBSISTENCE & LODGING	TRAVEL REIMBURSEMENT	090915	9/9/2015	9/11/2015	363.85		
173	STEVE DILLON	VEHICLES REP & MAINT	STATE INSPECTION	55088	8/27/2015	9/4/2015	128.50		
174	PALMYRA AUTOMOTIVE, INC.	POSTAL SERVICES	POSTAGE SHERIFF	082015	8/20/2015	9/11/2015	468.99		
175	PITNEY BOWES PURCHASE PWR	OFFICE SUPPLIES	PROMOTIONAL ITEMS	5217570	4/16/2015	9/25/2015	573.72		
176	POSITIVE PROMOTIONS, INC.	OFFICE SUPPLIES	OFFICE SUPPLIES	10604	8/27/2015	9/11/2015	137.97		
177	QUILL	FOOD SUPPLIES	SHERIFF'S WATER	3822710-15	9/1/2015	9/11/2015	111.35		
178	SHENANDOAH VALLEY WATER	FURNITURE & FIXTURES	OFFICE SUPPLIES/FURNITURE	8035762777	8/29/2015	9/25/2015	35.90		
179	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES/FURNITURE	8035762777	8/29/2015	9/25/2015	53.81		
180	STAPLES CONTRACT & COMMERCIAL,	UNIFORM/WEARING	VANGUARD ATTACH GOLD	7411	9/16/2015	9/25/2015	25.70		
181	TOWN GUN SHOP, INC.	TELECOMMUNICATIONS	LONG DISTANCE	T289103	8/27/2015	9/4/2015	948.63		
182	VA INFORMATION TECHNOLOGIES	MAINTENANCE CONTRACTS	COPIER	1509090015	9/9/2015	9/18/2015	87.15		
183	VALLEY OFFICE MACHINES, INC.	TELECOMMUNICATIONS	PHONE BILL	5511365	8/25/2015	9/4/2015	39.14		
184	VERIZON BUSINESS/MCI COMM	TELECOMMUNICATIONS	CELLULAR SERVICE SHERIFF	9751962530	9/8/2015	9/18/2015	1,713.33		
185	VERIZON	LEASE/RENT	BIZHUB	17502346	9/10/2015	9/18/2015	77.72		
186	VIRGINIA BUSINESS SYSTEMS	OTHER OPERATING	ID FOR JAMES ROSSON	15243665	8/31/2015	9/11/2015	10.00		
187	VIRGINIA DEPT. OF MOTOR VEHICLES	VEHICLE/POWER EQUIP	JIFFY STAND SPRING	451330	9/9/2015	9/18/2015	83.53		
188	WAUGH ENTERPRISES HARLEY-	VEHICLES REP & MAINT	STATE INSPECTION/OIL	451626	9/16/2015	9/25/2015	50.85		
189	WAUGH ENTERPRISES HARLEY-	VEHICLE/POWER EQUIP	OIL FILTER	32732	8/27/2015	9/18/2015	182.58		
190	WEST RIVER AUTO	VEHICLES REP & MAINT	OIL FILTER	32744	8/28/2015	9/18/2015	685.99		
191	WEST RIVER AUTO								

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<b>County of Fluvanna</b> <b>Accounts Payable List</b> <b>From Date: 9/1/2015</b> <b>To Date: 9/30/2015</b>												
	1	2	3	4	6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
	192	193	194	E911	195	BANK OF AMERICA	MAINTENANCE CONTRACTS	AUGUST STMT	083115	8/31/2015	9/18/2015	192.00
	196	197	BANK OF AMERICA	BANK OF AMERICA	OFFICE SUPPLIES	OFFICE SUPPLIES	AUGUST STMT	AUGUST STMT	083115	8/31/2015	9/18/2015	68.21
	198	199	BANK OF AMERICA	BANK OF AMERICA	SUBSISTENCE & LODGING	SUBSISTENCE & LODGING	AUGUST STMT	AUGUST STMT	083115	8/31/2015	9/18/2015	457.86
	200	201	CENTURYLINK	CLEAR COMMUNICATIONS AND	TELECOMMUNICATIONS	TELECOMMUNICATIONS	E911 PHONE	E911 PHONE	0819152	8/19/2015	9/11/2015	2,055.34
	202	203	EMERGENCY COMMUNICATIONS	EMERGENCY COMMUNICATIONS	BLDGS EQUIP REP & MAINT	PROGRAMMED SHERIFF # 2	PROGRAMMED SHERIFF # 2	PROGRAMMED SHERIFF # 2	105848	8/21/2015	9/11/2015	1,131.79
	204	205	EMERGENCY COMMUNICATIONS	EMERGENCY COMMUNICATIONS	MAINTENANCE CONTRACTS	CODE RED EXTENSION	CODE RED EXTENSION	CODE RED EXTENSION	020857	9/1/2015	9/18/2015	4,400.00
	206	207	NWG SOLUTIONS, LLC.	NWG SOLUTIONS, LLC.	CONTRACT SERVICES	VIOS 360 PROFF SERVER	VIOS 360 PROFF SERVER	VIOS 360 PROFF SERVER	35748	8/31/2015	9/11/2015	3,025.00
	208	209	VA INFORMATION TECHNOLOGIES	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	LONG DISTANCE	LONG DISTANCE	T289103	8/27/2015	9/4/2015	7.80
	210	211	VERIZON	VERIZON	TELECOMMUNICATIONS	CELLULAR SERVICE SHERIFF	CELLULAR SERVICE SHERIFF	CELLULAR SERVICE SHERIFF	9751962530	9/8/2015	9/18/2015	230.62
	212	213	VIRGINIA BUSINESS SYSTEMS	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	BIZHUB	BIZHUB	BIZHUB	17502346	9/10/2015	9/18/2015	77.73
	214	215	CORRECTION AND DETENTION	CORRECTION AND DETENTION	CVRJ COST OF PRISONERS	OPERATIONAL COST 2ND QTR	OPERATIONAL COST 2ND QTR	OPERATIONAL COST 2ND QTR	10015F	8/27/2015	9/18/2015	214,514.50
	216	217	CENTRAL VIRGINIA REGIONAL JAIL	CENTRAL VIRGINIA REGIONAL JAIL	CONFINEMENT - BRJDC	JUV DETENTION	JUV DETENTION	JUV DETENTION	FY2016-0000174	9/4/2015	9/11/2015	14,907.77
	218	219	COUNTY OF ALBEMARLE, VIRGINIA	COUNTY OF ALBEMARLE, VIRGINIA	FOOD SUPPLIES	INMATES MEALS	INMATES MEALS	INMATES MEALS	EWT/1/2/3	9/16/2015	9/18/2015	9.36
	220	221	E.W. THOMAS	E.W. THOMAS								\$229,431.63
	222	223	BUILDING INSPECTIONS	BUILDING INSPECTIONS	VEHICLE FUEL	FUEL	FUEL	FUEL	083115	9/16/2015	9/18/2015	89.87
	224	225	JAMES RIVER SOLUTIONS	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	FUEL	FUEL	120690	9/3/2015	9/4/2015	81.83
	226	227	MANSFIELD OIL COMPANY OF	MANSFIELD OIL COMPANY OF	POSTAL SERVICES	POSTAGE	POSTAGE	POSTAGE	090915	8/25/2015	9/11/2015	86.55
	228	229	PITNEY BOWES PURCHASE PWR	PITNEY BOWES PURCHASE PWR	OFFICE SUPPLIES	OFFICE SUPPLIES/FURNITURE	OFFICE SUPPLIES/FURNITURE	OFFICE SUPPLIES/FURNITURE	8035762777	8/29/2015	9/25/2015	64.92
	230	231	STAPLES CONTRACT & COMMERCIAL,	STAPLES CONTRACT & COMMERCIAL,	TELECOMMUNICATIONS	LONG DISTANCE	LONG DISTANCE	LONG DISTANCE	T289103	8/27/2015	9/4/2015	14.38
	232	233	VA INFORMATION TECHNOLOGIES	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	WIRELESS BILL	WIRELESS BILL	WIRELESS BILL	9750918247	7/19/2015	9/4/2015	59.85
	234	235	VERIZON	VERIZON	TELECOMMUNICATIONS							\$397.40
	236	237	EMERGENCY MANAGEMENT	EMERGENCY MANAGEMENT	CONVENTION AND	FIREFIGHTER 1 INSTRUCTOR	FIREFIGHTER 1 INSTRUCTOR	FIREFIGHTER 1 INSTRUCTOR	091415	9/14/2015	9/18/2015	1,225.00
	238	239	ADAM KNIGHT	ADAM KNIGHT	CONVENTION AND	FIREFIGHTER 1 INSTRUCTOR	FIREFIGHTER 1 INSTRUCTOR	FIREFIGHTER 1 INSTRUCTOR	090815	9/8/2015	9/11/2015	1,050.00
	240	241	ANDREW PULLEN	ANDREW PULLEN	CONVENTION AND	AUGUST STMT	AUGUST STMT	AUGUST STMT	083115	8/31/2015	9/18/2015	345.08
	242	243	BANK OF AMERICA	BANK OF AMERICA	VEHICLE FUEL	FUEL	FUEL	FUEL	083115	9/16/2015	9/18/2015	73.56
	244	245	JAMES RIVER SOLUTIONS	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	FUEL	FUEL	121843	9/16/2015	9/18/2015	29.95
	246	247	MANSFIELD OIL COMPANY OF	MANSFIELD OIL COMPANY OF	CONVENTION AND	OFFICE SUPPLIES/FURNITURE	OFFICE SUPPLIES/FURNITURE	OFFICE SUPPLIES/FURNITURE	8035762777	8/29/2015	9/25/2015	671.44
	248	249	STAPLES CONTRACT & COMMERCIAL,	STAPLES CONTRACT & COMMERCIAL,	CONVENTION AND							



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229	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES/FURNITURE	8035762777	8/29/2015	9/25/2015	42.25		
230						<b>Total:</b>	<b>\$3,437.28</b>		
231									
232	<b>ANIMAL CONTROL</b>								
233	BANK OF AMERICA	SUBSISTENCE & LODGING	AUGUST STMT	083115	8/31/2015	9/18/2015	110.52		
234	BANK OF AMERICA	VEHICLE/POWER EQUIP	AUGUST STMT	083115	8/31/2015	9/18/2015	13.97		
235	BANK OF AMERICA	VEHICLES REP & MAINT	AUGUST STMT	083115	8/31/2015	9/18/2015	15.00		
236	FLUVANNA SPCA	CONTRACT SERVICES	POUND SERVICE FOR OCTOBER	10115	9/25/2015	9/25/2015	10,708.33		
237	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	083115	9/16/2015	9/18/2015	231.00		
238	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	120690	9/3/2015	9/4/2015	103.23		
239	TREASURER OF VIRGINIA	CONTRACT SERVICES	STATE VET FEE	91115	9/11/2015	9/11/2015	250.00		
240						<b>Total:</b>	<b>\$11,432.05</b>		
241									
242	<b>FACILITIES</b>								
243	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	AUGUST STMT	083115	8/31/2015	9/18/2015	75.00		
244	BANK OF AMERICA	CONTRACT SERVICES	AUGUST STMT	083115	8/31/2015	9/18/2015	55.50		
245	BANK OF AMERICA	DUES OR ASSOCIATION	AUGUST STMT	083115	8/31/2015	9/18/2015	9.99		
246	BANK OF AMERICA	OFFICE SUPPLIES	AUGUST STMT	083115	8/31/2015	9/18/2015	208.45		
247	BANK OF AMERICA	VEHICLES REP & MAINT	AUGUST STMT	083115	8/31/2015	9/18/2015	65.36		
248	BETTER LIVING, INC.	GENERAL MATERIALS AND	DOOR SWEEP	083115	8/31/2015	9/11/2015	221.24		
249	BFPE INTERNATIONAL	BLDGS EQUIP REP & MAINT	BACKFLOW INSPECTION	1879404	9/11/2015	9/18/2015	1,298.35		
250	CAPITAL TRISTATE	GENERAL MATERIALS AND	COMPACT FLUOR LAMP	23045249.003	9/1/2015	9/18/2015	364.16		
251	CII SERVICE	BLDGS EQUIP REP & MAINT	SOCIAL SERVICES HEAT PUMP	7699	8/27/2015	9/4/2015	10,425.61		
252	CINTAS	LAUNDRY AND DRY	UNIFORMS	394681450	8/27/2015	9/4/2015	373.40		
253	COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	CLEANING SUPPLIES	49275	9/1/2015	9/4/2015	701.05		
254	E.W. THOMAS	GENERAL MATERIALS AND	MATERIALS AND SUPPLIES	083115	9/16/2015	9/25/2015	7.78		
255	E.W. THOMAS	SUBSISTENCE & LODGING	MATERIALS AND SUPPLIES	083115	9/16/2015	9/25/2015	21.51		
256	FLUVANNA ACE HARDWARE	GENERAL MATERIALS AND	HARDWARE	083115	8/31/2015	9/18/2015	100.87		
257	GARDENKEEPERS OF VIRGINIA, LLC.	CONTRACT SERVICES	CUT GRASS CUNNINGHAM	6235	8/29/2015	9/11/2015	640.00		
258	GARY OSTEEEN PLUMBING	BLDGS EQUIP REP & MAINT	NEW STORM DRAIN FORK UNION	092315	9/23/2015	9/25/2015	17,224.25		
259	GARY OSTEEEN PLUMBING	CONTRACT SERVICES	INSURANCE ADJUSTER	082615	8/26/2015	9/4/2015	1,394.00		
260	INBODEN ENVIRONMENTAL	CONTRACT SERVICES	WASTEWATER MONITORING	57398	8/31/2015	9/11/2015	200.00		
261	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	083115	9/16/2015	9/18/2015	1,187.33		
262	JONES AUTOMOTIVE/ALL STAR AUTO	OTHER OPERATING	AUTO PARTS	533478	8/31/2015	9/25/2015	133.77		
263	JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLE/POWER EQUIP	AUTO PARTS	083115	8/31/2015	9/18/2015	167.65		
264	JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLES REP & MAINT	AUTO PARTS	083115	8/31/2015	9/18/2015	528.58		
265	KEVIN L. BOWMAN	BLDGS EQUIP REP & MAINT	REPLACE COPPER DOWNSPOUT	082815	8/28/2015	9/4/2015	300.00		

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1									
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6	<b>Vendor Name</b>	<b>Charge To</b>	<b>Description</b>	<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Check Date</b>	<b>Check Amount</b>		
266	LANDSCAPE SUPPLY, INC.	AGRICULTURAL SUPPLIES	ROUNDUP QUIKPRO	0525365	9/17/2015	9/25/2015	380.00		
267	LEGACY SIGNS & GRAPHICS	BLDGS EQUIP REP & MAINT	REWORK EXISTING SIGN	2015-261	9/8/2015	9/18/2015	459.29		
268	LOWE'S	GENERAL MATERIALS AND SUPPLIES	SUPPLIES	082515	8/25/2015	9/4/2015	1,288.73		
269	M & N INDUSTRIES, INC.	BLDGS EQUIP REP & MAINT	BLEACHER REPAIR	6664	9/1/2015	9/4/2015	523.39		
270	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	090915	8/25/2015	9/11/2015	6.09		
271	T.G.'S LOCK & SAFE SERVICE	BLDGS EQUIP REP & MAINT	HEAVY DUTO COMBO LOCKS	092115	9/21/2015	9/25/2015	825.00		
272	TRACTOR HILL EQUIPMENT, LLC.	VEHICLE/POWER EQUIP	SEAL	12679	9/1/2015	9/11/2015	816.32		
273	TREASURER OF VIRGINIA	CONTRACT SERVICES	VPDES MUNICIPAL MINOR	710695	9/1/2015	9/25/2015	4,286.00		
274	USABLUEBOOK	OTHER OPERATING	CHLORINATION TABLETS	727556	8/18/2015	9/4/2015	503.08		
275	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T289103	8/27/2015	9/4/2015	16.53		
276	VERIZON	TELECOMMUNICATIONS	WIRELESS BILL	9750918247	7/19/2015	9/4/2015	239.31		
277	WAGNER'S MOBILE GLASS & MIRROR	VEHICLES REP & MAINT	DOOR FRONT LEFT SOLAR	1006335	9/8/2015	9/18/2015	210.00		
278						<b>Total:</b>	<b>\$45,257.59</b>		
280	<b>GENERAL SERVICES</b>								
281	AMELIA OVERHEAD DOOR	MAINTENANCE CONTRACTS	MACAA BUILDING PREVENTATIVE	100883	9/9/2015	9/18/2015	2,400.00		
282	AQUA VIRGINIA, INC.	WATER SERVICES	PUBLIC WORKS WATER	0904151	9/4/2015	9/18/2015	295.87		
283	BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	160 COMMONS FIRE INSPECTION	1872266	8/27/2015	9/4/2015	4,400.00		
284	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	CUNNINGHAM SCHOOL DISTRICT	082615	8/26/2015	9/4/2015	5,511.94		
285	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	THOMAS JEFFERSON PKWY	090815	9/8/2015	9/18/2015	186.67		
286	CENTURYLINK 589-8525	TELECOMMUNICATIONS	PAYPHONE	A334678	8/25/2015	9/4/2015	50.00		
287	CENTURYLINK	TELECOMMUNICATIONS	PUBLIC WORKS	0816158	8/16/2015	9/4/2015	1,330.81		
288	CII SERVICE	MAINTENANCE CONTRACTS	CONTRACT 00422-4	7823	9/15/2015	9/25/2015	2,437.00		
289	CINTAS	MAINTENANCE CONTRACTS	MEDICAL CABINET	5003572776	9/2/2015	9/11/2015	226.09		
290	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	LARGE BALLFIELD # 52	08241510	8/24/2015	9/4/2015	11,454.18		
291	DOMINION VIRGINIA POWER	STREET LIGHTS	JMH BESIDE POST OFFICE	0827154	8/27/2015	9/4/2015	501.06		
292	EMERSON NETWORK POWER	MAINTENANCE CONTRACTS	SEALED BATTERY	081015	9/10/2015	9/11/2015	9,617.59		
293	INTRASTATE PEST	MAINTENANCE CONTRACTS	PEST CONTROL	812344	9/15/2015	9/25/2015	370.00		
294	REPUBLIC SERVICES #410	MAINTENANCE CONTRACTS	TRASH REMOVAL	0410-000587952	8/31/2015	9/18/2015	1,289.85		
295	SHENANDOAH VALLEY WATER	WATER SERVICES	WATER-LANDFILL	24842500-15	9/1/2015	9/18/2015	74.60		
296	THYSSENKRUPP ELEVATOR	MAINTENANCE CONTRACTS	ELEVATOR CAREYSBROOK	3002044713	9/1/2015	9/4/2015	2,228.36		
297	TIGER FUEL COMPANY	HEATING SERVICES	OFF ROAD DIESEL	17210	8/27/2015	9/4/2015	910.49		
298	TREASURER, FLUVANNA CO	SEWER SERVICES	197 MIAN ST SEWER	22178	8/24/2015	9/4/2015	252.84		
299	TREASURER, FLUVANNA CO	WATER SERVICES	8880 JMH WATER	22149	8/24/2015	9/4/2015	674.90		
300						<b>Total:</b>	<b>\$44,212.25</b>		
301									
302	<b>PUBLIC WORKS</b>								

	A	B	C	D	F	G	H	I	J
1	<b>County of Fluvanna</b>								
2	<b>Accounts Payable List</b>								
3	<b>From Date: 9/1/2015</b>								
4	<b>To Date: 9/30/2015</b>								
6	<b>Vendor Name</b>	<b>Charge To</b>	<b>Description</b>	<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Check Date</b>	<b>Check Amount</b>		
303	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	120690	9/3/2015	9/4/2015	20.59		
304	VERIZON	TELECOMMUNICATIONS	WIRELESS BILL	9750918247	7/19/2015	9/4/2015	244.10		
305	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	PUBLIC WORKS COPIER	17485622	8/31/2015	9/18/2015	228.59		
306						<b>Total:</b>	<b>\$493.28</b>		
307									
308	<b>CONVENIENCE CENTER</b>								
309	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	AUGUST STMT	083115	8/31/2015	9/18/2015	29.99		
310	BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH DISPOSAL	4347000005702	8/31/2015	9/18/2015	1,873.09		
311	CENTURYLINK	TELECOMMUNICATIONS	LANDFILL SCALES	0816157	8/16/2015	9/4/2015	62.08		
312	GARDENKEEPERS OF VIRGINIA, LLC.	CONTRACT SERVICES	CUT GRASS CONVENIENCE	6243	8/29/2015	9/11/2015	928.00		
313	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	083115	9/16/2015	9/18/2015	49.85		
314	MAC'S SERVICE CENTER	BLDGS EQUIP REP & MAINT	TAIL LIGHTS/BRAKE LIGHTS	21788	8/27/2015	9/4/2015	998.34		
315	MO-JOHNS, INC.	LEASE/RENT	PORTABLE TOILET	85507	8/31/2015	9/11/2015	60.00		
316	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES/FURNITURE	8035762777	8/29/2015	9/25/2015	55.69		
317	TREASURER OF VIRGINIA	PERMITS AND FEES	FLUVANA CO SLF	903212	8/31/2015	9/4/2015	1,087.00		
318	VERIZON	TELECOMMUNICATIONS	WIRELESS BILL	9750918247	7/19/2015	9/4/2015	30.37		
319						<b>Total:</b>	<b>\$5,174.41</b>		
320									
321	<b>LANDFILL POST CLOSURE</b>								
322	DRAPER ADEN ASSOCIATES	PROFESSIONAL SERVICES	SITE INSPECTION 7/30/15	2015080307	8/31/2015	9/25/2015	797.00		
323						<b>Total:</b>	<b>\$797.00</b>		
324									
325	<b>HEALTH</b>								
326	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	0816152	8/16/2015	9/4/2015	178.07		
327	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T289103	8/27/2015	9/4/2015	33.62		
328						<b>Total:</b>	<b>\$211.69</b>		
329									
330	<b>VJCCCA</b>								
331	COMPASS YOUTH & FAMILY	PROFESSIONAL SERVICES	IN-HOME COUNSELING SERVICES	31357	9/3/2015	9/4/2015	930.00		
332						<b>Total:</b>	<b>\$930.00</b>		
333									
334	<b>CSA</b>								
335	BANK OF AMERICA	CONVENTION AND	AUGUST STMT	083115	8/31/2015	9/18/2015	235.00		
336	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	090915	8/25/2015	9/11/2015	226.63		
337	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER CSA	17577560	9/18/2015	9/25/2015	48.75		
338						<b>Total:</b>	<b>\$510.38</b>		
339									

**County of Fluvanna**  
**Accounts Payable List**

**From Date: 9/1/2015**

**To Date: 9/30/2015**



	A	B	C	D	E	F	G	H	I	J	
	<b>County of Fluvanna Accounts Payable List</b> <b>From Date: 9/1/2015 To Date: 9/30/2015</b>										
	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount				
1	<b>CSA PURCHASE OF SERVICES</b>										
2	BARRETT EARLY LEARNING CENTER,	COMM SVCS		P08919124452	8/31/2015	9/18/2015	1,030.00				
3	BLUE RIDGE RESOLUTIONS, PLLC	COMM SVCS		P08919120755	8/31/2015	9/18/2015	625.00				
4	BUILDING HEALTHY CONNECTIONS,	COMM SVCS		P07919116154	7/31/2015	9/4/2015	228.00				
6	DETOUR MENTORING	COMM SVCS		P08919116257	8/31/2015	9/18/2015	625.00				
	POS MANDATED FFOP	COMM SVCS		P08919125650	8/31/2015	9/4/2015	11,250.00				
	RES. CONG. CARE	COMM SVCS		P07919126760	7/31/2015	9/4/2015	4,697.24				
	DISCOVERY SCHOOL	COMM SVCS		P08000778364	8/31/2015	9/18/2015	16,120.00				
	FAMILY PRESERVATION SERV.	COMM SVCS		P07919122659	7/31/2015	9/18/2015	405.00				
	FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P07000775456	7/31/2015	9/4/2015	11,007.50				
	FLUVANNA DEPARTMENT OF SOCIAL	COMM SVCS		P08919116951	8/15/2015	9/4/2015	180.00				
	GAVIN B. CONNOR, PLC.	COMM SVCS		P08919126152	8/13/2015	9/4/2015	2,850.00				
	GRAFTON INTERGRATED HEALTH	COMM SVCS		P08919120853	8/31/2015	9/18/2015	300.00				
	RES. CONG. CARE	COMM SVCS		P07000782557	7/31/2015	9/4/2015	4,374.00				
	COMMS SVCS	COMM SVCS		P07000782461	7/31/2015	9/4/2015	455.00				
	POS MANDATED SPED-	COMM SVCS		P08000787753	8/31/2015	9/4/2015	300.00				
	PEOPLE PLACES, INC.	COMM SVCS		P07000787048	7/31/2015	9/4/2015	38,220.00				
	REBECCA MAYO PITTS	COMM SVCS		P08919119056	8/31/2015	9/18/2015	91.88				
	RESCARE	COMM SVCS		P07919120660	7/31/2015	9/18/2015	180.00				
	RES CARE	COMM SVCS		P08919118662	8/31/2015	9/18/2015	3,211.00				
	THE FAISON SCHOOL FOR AUTISM,	COMM SVCS		P08919118563	8/31/2015	9/18/2015	9,430.82				
	UNITED METHODIST FAMILY	COMM SVCS		P08000785349	8/31/2015	9/18/2015	9,000.00				
	VA HOME FOR BOYS & GIRLS	COMM SVCS		P07919121662	7/31/2015	9/4/2015	3,721.41				
	VA HOME FOR BOYS & GIRLS	COMM SVCS		P07000784658	7/31/2015	9/4/2015	3,300.00				
	VIRGINIA INSTITUTE OF AUTISM	COMM SVCS		P07000786865	7/31/2015	9/18/2015	7,085.36				
	CONTRACT SERVICES	COMM SVCS		P07000786049	7/31/2015	9/4/2015	42,606.00				
				P07919120261	7/8/2015	9/18/2015	4,995.00				
						<b>Total:</b>	<b>\$176,288.21</b>				
	<b>PARKS &amp; RECREATION</b>										
	BANK OF AMERICA	ADVERTISING	AUGUST STMT	083115	8/31/2015	9/18/2015	28.97				
	BANK OF AMERICA	CONVENTION AND	AUGUST STMT	083115	8/31/2015	9/18/2015	578.47				
	BANK OF AMERICA	RECREATIONAL SUPPLIES	AUGUST STMT	083115	8/31/2015	9/18/2015	5,517.80				
	BANK OF AMERICA	SITE IMPROVEMENTS	AUGUST STMT	083115	8/31/2015	9/18/2015	1,413.22				
	BSN SPORTS, INC.	RECREATIONAL SUPPLIES	HOME PLATE AND BASES	97183689	9/3/2015	9/18/2015	475.55				
	CENTURYLINK	TELECOMMUNICATIONS	PARKS & REC PHONE BILL	08161508	8/16/2015	9/4/2015	611.40				
	CINTAS	CONTRACT SERVICES	MEDICAL SUPPLIES	5003572777	9/2/2015	9/11/2015	34.72				

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<b>County of Fluvanna</b>									
<b>Accounts Payable List</b>									
<b>From Date: 9/1/2015</b>									
<b>To Date: 9/30/2015</b>									
1									
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4									
6	<b>Vendor Name</b>	<b>Charge To</b>	<b>Description</b>	<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Check Date</b>	<b>Check Amount</b>		
377	E.W. THOMAS	RECREATIONAL SUPPLIES	MERCHANDISE FOR COUNTY FAIR	082615	9/16/2015	9/25/2015	94.43		
378	FLUVANNA ACE HARDWARE	RECREATIONAL SUPPLIES	HARDWARE	083115	8/31/2015	9/18/2015	88.25		
379	FLUVANNA REVIEW	ADVERTISING	COUNTY FAIR AD	2015F37-8	9/10/2015	9/18/2015	247.00		
380	HEALTH NUTZ	PROFESSIONAL SERVICES	WATER AEROBICS/ZUMBA	210	8/31/2015	9/4/2015	70.00		
381	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	083115	9/16/2015	9/18/2015	234.73		
382	LEGACY SIGNS & GRAPHICS	SITE IMPROVEMENTS	CUSTOM SIZE AND QUANTITY	2015-264	9/10/2015	9/18/2015	160.00		
383	MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET RENTAL	85774-85777	9/8/2015	9/11/2015	320.00		
384	PROTECT YOUTH SPORTS	PROFESSIONAL SERVICES	BACKGROUND CHECKS	381565	9/1/2015	9/4/2015	44.00		
385	SHENANDOAH VALLEY WATER	CONTRACT SERVICES	WATER EQUIPMENT RENTAL	13442800-15	9/1/2015	9/11/2015	67.75		
386	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	4031010-15	9/1/2015	9/18/2015	50.06		
387	SOUTHWOOD CORPORATION	SITE IMPROVEMENTS	20 STATION FIT TRAIL	49884	8/26/2015	9/25/2015	9,545.00		
388	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES/FURNITURE	8035762777	8/29/2015	9/25/2015	95.82		
389	SUNBELT RENTALS, INC.	RECREATIONAL SUPPLIES	HORIZONTAL MAST LIGHT	54464106-001	8/27/2015	9/11/2015	2,132.55		
390	VERIZON BUSINESS/MCI COMM	TELECOMMUNICATIONS	PHONE BILL	5511365	8/25/2015	9/4/2015	39.15		
391	VERIZON	TELECOMMUNICATIONS	WIRELESS BILL	9750918247	7/19/2015	9/4/2015	49.85		
392	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER PARKS AND REC	17449252	8/24/2015	9/4/2015	679.22		
393								<b>Total:</b>	<b>\$22,577.94</b>
394									
395	<b>LIBRARY</b>								
396	BANK OF AMERICA	BOOKS/PUBLICATIONS	AUGUST STMT	083115	8/31/2015	9/18/2015	854.41		
397	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	0816154	8/16/2015	9/4/2015	3,043.23		
398	CHILDREN'S PLUS, INC.	BOOKS/PUBLICATIONS	BOOKS	114426	8/12/2015	9/4/2015	468.60		
399	GALE	BOOKS/PUBLICATIONS	BOOKS	55751355	8/19/2015	9/4/2015	250.68		
400	MICROMARKETING LLC	BOOKS/PUBLICATIONS	DVD- RIDE	586156	8/17/2015	9/4/2015	329.41		
401	OVERDRIVE	BOOKS/PUBLICATIONS	BOOKS	3100-092009887-08041	8/4/2015	9/18/2015	1,114.05		
402	SHOWCASES	OFFICE SUPPLIES	DOUBLE CD ALL CLOTH TWO HOLE	287631A	8/10/2015	9/11/2015	46.44		
403	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	7001955798	9/8/2015	9/18/2015	89.23		
404	THE DAILY PROGRESS	BOOKS/PUBLICATIONS	RENEWAL - LIBRARY	082615	8/26/2015	9/18/2015	234.00		
405	THE WALL STREET JOURNAL	BOOKS/PUBLICATIONS	WALL STREET JOURNAL	090115	9/1/2015	9/4/2015	413.40		
406								<b>Total:</b>	<b>\$6,843.45</b>
407									
408	<b>COUNTY PLANNER</b>								
409	BANK OF AMERICA	CONVENTION AND	AUGUST STMT	083115	8/31/2015	9/18/2015	182.00		
410	BANK OF AMERICA	POSTAL SERVICES	AUGUST STMT	083115	8/31/2015	9/18/2015	21.06		
411	BANK OF AMERICA	SUBSISTENCE & LODGING	AUGUST STMT	083115	8/31/2015	9/18/2015	174.45		
412	INKLINGS SCREEN PRINTING	ADVERTISING	YARD SIGNS	083115	8/31/2015	9/4/2015	337.50		
413	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	083115	9/16/2015	9/18/2015	95.96		

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414	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	120690	9/3/2015	9/4/2015	23.79			
415	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	090915	8/25/2015	9/11/2015	1,865.09			
416	PRINCE WILLIAM COUNTY	OFFICE SUPPLIES	ENVELOPES	344	9/8/2015	9/18/2015	207.75			
417	TIMMONS GROUP	CONTRACT SERVICES	PARCEL MAINTENANCE	172799	9/9/2015	9/25/2015	600.00			
418	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T289103	8/27/2015	9/4/2015	27.35			
419	VERIZON	TELECOMMUNICATIONS	WIRELESS BILL	9750918247	7/19/2015	9/4/2015	99.70			
420	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER/COLOR IMAGES	17449250	8/24/2015	9/4/2015	302.26			
421	WILLIAM TUGWEL	CONVENTION AND	TRAVEL REIMBURSEMENT	092215	9/22/2015	9/25/2015	87.58			
422	<b>Total:</b>							<b>\$4,024.49</b>		
423										
424	<b>PLANNING COMMISSION</b>									
425	FLUVANNA REVIEW	ADVERTISING	BOS PUBLIC HEARINGS	2015F36-15	9/3/2015	9/18/2015	590.00			
426	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	090915	8/25/2015	9/11/2015	411.11			
427	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES/FURNITURE	8035762777	8/29/2015	9/25/2015	124.64			
428	<b>Total:</b>							<b>\$1,125.75</b>		
429										
430	<b>ECONOMIC DEVELOPMENT</b>									
431	BANK OF AMERICA	SUBSISTENCE & LODGING	AUGUST STMT	083115	8/31/2015	9/18/2015	262.96			
432	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	090915	8/25/2015	9/11/2015	12.00			
433	RAPPAHANNOCK- RAPIDAN	PROFESSIONAL SERVICES	REGIONAL TOURISM FUND	2073	6/25/2015	9/25/2015	1,000.00			
434	VERIZON	TELECOMMUNICATIONS	WIRELESS BILL	9750918247	7/19/2015	9/4/2015	49.85			
435	<b>Total:</b>							<b>\$1,324.81</b>		
436										
437	<b>VA COOPERATIVE EXTENSION</b>									
438	ABC EXTINGUISHERS, LLC.	AGRICULTURAL SUPPLIES	EXTINGUISHER RENTAL	7725	8/19/2015	9/4/2015	36.00			
439	FAYE ANDERSON	OFFICE SUPPLIES	OFFICE SUPPLIES	093015	9/3/2015	9/11/2015	15.78			
440	JOHN THOMPSON	AGRICULTURAL SUPPLIES	ANIMAL TRAPS FOR CO GARDEN	090215	9/10/2015	9/18/2015	35.99			
441	JOHN THOMPSON	CONTRACT SERVICES	RUG CLEANING	090115	9/1/2015	9/4/2015	25.00			
442	KIMBERLY MAYO	CONVENTION AND	PORTLAND TRAVEL NAE-4HA	090115	9/1/2015	9/4/2015	612.42			
443	VAE4-HA	CONVENTION AND	CONFERENCE REGISTRATION	090125	8/16/2015	9/4/2015	55.00			
444	QUILL	OFFICE SUPPLIES	X-ACTO BLADES	5453	7/16/2015	9/4/2015	132.84			
445	QUILL	OTHER OPERATING	OFFICE SUPPLIES	5451	7/16/2015	9/4/2015	49.15			
446	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T289103	8/27/2015	9/4/2015	45.92			
447	VIRGINIA TENT RENTAL INC	CONTRACT SERVICES	TENT RENTAL	9830	8/20/2015	9/4/2015	4,100.00			
448	<b>Total:</b>							<b>\$5,108.10</b>		
449										
450	<b>NON PROFITS</b>									

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451	JAUNT, INC.	JAUNT	FY 16 2ND QTR ALLOCATION	100115	9/16/2015	9/18/2015	19,535.25		
452	JEFFERSON AREA BOARD FOR AGING	JEFFERSON AREA	FY 16 2ND QTR ALLOCATION	100115	9/1/2015	9/18/2015	20,986.50		
453	JEFFERSON AREA CHIP	JEFFERSON AREA CHIP	FY 16 2ND QTR ALLOCATION	100115	9/16/2015	9/18/2015	12,750.00		
454	MONTICELLO AREA COMMUNITY	MACAA	FY16 2ND QTR ALLOCATION	100115	9/16/2015	9/18/2015	12,478.25		
455	REGION TEN	REGION TEN COMMUNITY	FY 16 2ND QTR ALLOCATION	100115	9/16/2015	9/18/2015	31,562.50		
456	RIVANNA RIVER BASIN COMMISSION	RIVANNA RIVER BASIN COMM	CONFERENCE SUPPORT	91115	9/11/2015	9/11/2015	500.00		
457	THOMAS JEFFERSON PLANNING	T J PLANNING DIST. COMM.	FY16 2ND QTR ALLOCATION	100115	9/16/2015	9/18/2015	7,921.00		
458								<b>Total:</b>	<b>\$105,733.50</b>
459									
460								<b>Fund Total:</b>	<b>\$870,289.17</b>
461	<b>Fund # - 302 CAPITAL IMPROVEMENT</b>								
462	<b>PUBLIC SAFETY CAPITAL PROJ</b>								
463	SHEEHY AUTO STORES	VEHICLE	2016 FORD TRUCK	107169	9/9/2015	9/18/2015	26,501.00	<b>Total:</b>	<b>\$26,501.00</b>
464									
465									
466	<b>E911 CAPITAL PROJECT</b>								
467	BANK OF AMERICA	CONTRACT SERVICES	AUGUST STMT	083115	8/31/2015	9/18/2015	358.75	<b>Total:</b>	<b>\$358.75</b>
468									
469									
470	<b>FACILITIES CAP PROJ</b>								
471	CII SERVICE	CONTRACT SERVICES	REMOTE MONITORING	12215	9/3/2015	9/11/2015	14,206.43		
472	COMMONWEALTH INTERIORS	CONTRACT SERVICES	NEW CEILING MORRIS ROOM	2015-184	8/25/2015	9/4/2015	2,283.00		
473	GARY OSTEEEN PLUMBING	CONTRACT SERVICES	ADMIN BLDG REMOVED AND	0923151	9/23/2015	9/25/2015	11,388.00		
474	JOHN VAUGHAN	CONTRACT SERVICES	DOOR CLOSER INSTALLATION	2405	8/31/2015	9/4/2015	361.00		
475	LANE TECHNOLOGY, INC.	CONTRACT SERVICES	SPCA OUTSIDE KENNEL	2048	9/18/2015	9/25/2015	3,653.00		
476	RICH MASONRY, INC.	CONTRACT SERVICES	MASONRY WORK ADMIN BUILDING	375	9/11/2015	9/18/2015	3,602.53		
477	THYSSENKRUPP ELEVATOR	CONTRACT SERVICES	ELEVATOR IMPROVEMENTS	235755	9/1/2015	9/4/2015	12,410.84		
478	TJL ENVIRONMENTAL HEALTH	CONTRACT SERVICES	AIR QUALITY TEST	090315	9/3/2015	9/11/2015	2,155.00	<b>Total:</b>	<b>\$50,059.80</b>
479									
480									
481	<b>SCHOOL OPS &amp; MAINT CAP PROJ</b>								
482	DRAPER ADEN ASSOCIATES	PROFESSIONAL SERVICES	PROFF SERVICES HVAC	2015070225	7/31/2015	9/11/2015	18,971.07		
483	HUDSON-PAYNE ELECTRONICS	CONTRACT SERVICES	SAFETY AND SECURITY	15090804	9/8/2015	9/25/2015	12,175.00		
484	NOLAND	CONTRACT SERVICES	REPLACEMENT OF ROOF DRAIN	374317-00	9/18/2015	9/25/2015	250.00		
485	QUALITY CCTV SYSTEMS, INC.	CONTRACT SERVICES	INSTALL SECURITY CAMERAS	091015	9/10/2015	9/18/2015	1,417.50		
486	SONNY MERRMAN INC	CONTRACT SERVICES	A/C ADDED TO SPECIAL NEEDS	091815	9/18/2015	9/25/2015	9,500.00		
487	TRANE U.S., INC.	CONTRACT SERVICES	HVAC EQUIPMENT	35516800	8/25/2015	9/4/2015	1,231,624.55		

	A	B	C	D	E	F	G	H	I	J
1	<b>County of Fluvanna</b>									
2	<b>Accounts Payable List</b>									
3	<b>From Date: 9/1/2015</b>									
4	<b>To Date: 9/30/2015</b>									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount			
488					<b>Total:</b>		<b>\$1,273,938.12</b>			
489										
490	<b>SCHOOL TECH CAP PROJ</b>									
491	FERGUSON ENTERPRISES INC	CONTRACT SERVICES	WIRELESS UPGRADE	5193439	9/3/2015	9/4/2015	2,586.14			
492	NET100, LTD	CONTRACT SERVICES	WIRELESS UPGRADE	69383/69179	9/10/2015	9/18/2015	53,523.39			
493	TYLER TECHNOLOGIES	CONTRACT SERVICES	AP TRAINING	045-142028	8/19/2015	9/4/2015	5,814.76			
494					<b>Total:</b>		<b>\$61,924.29</b>			
495										
496	<b>PLANNING CAPITAL PROJECT</b>									
497	RUMMEL, KLEPPER, & KAHL, LLP.	CONTRACT SERVICES	FORK UNION STREETSCAPE	10	8/14/2015	9/11/2015	6,276.00			
498	S. WALKER CONSTRUCTION, INC.	CONTRACT SERVICES	APY APP 4 FORK UNION	09215	9/2/2015	9/4/2015	88,383.65			
499					<b>Total:</b>		<b>\$94,659.65</b>			
500										
501					<b>Fund Total:</b>		<b>\$1,507,441.61</b>			
502	<b>302 CAPITAL IMPROVEMENT</b>									
503	<b>DEBT SERVICE - COUNTY</b>									
504	BB&T	2012 FIRE TRUCK - FRK UN	DEBT SERVICE FIRE TRUCK LEASE	091815	9/18/2015	9/17/2015	10,213.19			
505	BB&T	2012 FIRE TRUCK - FRK UN	DEBT SERVICE FIRE TRUCK LEASE	091815	9/18/2015	9/17/2015	51,044.00			
506	U.S. BANK OPERATIONS CENTER	2014 FIRE TRUCK - PALMYRA	DEBT SERVICE SERIES 2014C	100115	8/21/2015	9/28/2015	10,808.01			
507	U.S. BANK OPERATIONS CENTER	2014 FIRE TRUCK - PALMYRA	DEBT SERVICE SERIES 2014C	100115	8/21/2015	9/28/2015	40,000.00			
508	U.S. BANK OPERATIONS CENTER	2014C - COURTHOUSE INT	DEBT SERVICE SERIES 2014C	100115	8/21/2015	9/28/2015	37,848.00			
509	U.S. BANK OPERATIONS CENTER	2014C - COURTHOUSE PRIN	DEBT SERVICE SERIES 2014C	100115	8/21/2015	9/28/2015	115,000.00			
510	U.S. BANK OPERATIONS CENTER	2014C - LIBRARY INT	DEBT SERVICE SERIES 2014C	100115	8/21/2015	9/28/2015	32,944.00			
511	U.S. BANK OPERATIONS CENTER	2014C - LIBRARY PRIN	DEBT SERVICE SERIES 2014C	100115	8/21/2015	9/28/2015	185,000.00			
512					<b>Total:</b>		<b>\$482,857.20</b>			
513										
514					<b>Fund Total:</b>		<b>\$482,857.20</b>			
515	<b>401 DEBT SERVICE</b>									
516	<b>UTILITY OPERATIONAL EXPENSES</b>									
517	CENTURYLINK	TELECOMMUNICATIONS	WASTEWATER TRMT PLANT	0819151	8/19/2015	9/4/2015	87.81			
518	CINTAS	LAUNDRY AND DRY	UNIFORMS	394681451	8/27/2015	9/4/2015	34.28			
519	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SW PUMP STATION	0827151	8/27/2015	9/4/2015	641.50			
520	INBODEN ENVIRONMENTAL	CONTRACT SERVICES	WASTEWATER MONITORING	57400	8/31/2015	9/11/2015	100.00			
521	JONES AUTOMOTIVE/ALL STAR AUTO	GENERAL MATERIALS AND	AUTO PARTS	533478	8/31/2015	9/25/2015	161.17			
522	TREASURER OF VIRGINIA	PERMITS AND FEES	PALMYRA AREA WWTP	710932	9/1/2015	9/4/2015	2,678.00			
523	USABBLUEBOOK	GENERAL MATERIALS AND	STENNER QUICK PRO TUBE	738649	8/31/2015	9/18/2015	129.36			
524					<b>Total:</b>		<b>\$3,832.12</b>			



	A	B	C	D	F	G	H	I	J
1	<b>County of Fluvanna</b>								
2	<b>Accounts Payable List</b>								
3	<b>From Date: 9/1/2015</b>								
4	<b>To Date: 9/30/2015</b>								
6	<b>Vendor Name</b>	<b>Charge To</b>	<b>Description</b>	<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Check Date</b>	<b>Check Amount</b>		
525					<b>502 SEWER</b>		<b>Fund Total:</b>		<b>\$3,832.12</b>
526									
527	<b>Fund # - 505 FORK UNION SANITARY DISTRICT</b>								
528	<b>FUSD OPERATIONAL EXPENSES</b>								
529	BANK OF AMERICA	VEHICLE/POWER EQUIP	AUGUST STMT	083115	8/31/2015	9/18/2015			186.80
530	CENTURYLINK	TELECOMMUNICATIONS	FUSD PHONE BILL	0816156	8/16/2015	9/4/2015			212.11
531	CINTAS	LAUNDRY AND DRY	UNIFORMS	394681451	8/27/2015	9/4/2015			102.84
532	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	WEST BOTTOM WELL	0826151	8/26/2015	9/4/2015			2,463.13
533	E.W. OWEN	LEASE/RENT	WELL RENT	9012015	9/1/2015	9/4/2015			150.00
534	E.W. THOMAS	GENERAL MATERIALS AND	MATERIALS AND SUPPLIES	083115	9/16/2015	9/25/2015			4.09
535	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	083115	9/16/2015	9/18/2015			383.55
536	JONES AUTOMOTIVE/ALL STAR AUTO	GENERAL MATERIALS AND	AUTO PARTS	533478	8/31/2015	9/25/2015			105.13
537	LOWE'S	GENERAL MATERIALS AND	SUPPLIES	082515	8/25/2015	9/4/2015			111.89
538	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	120690	9/3/2015	9/4/2015			185.12
539	MO-JOHNS, INC.	PURCHASE OF SERVICES	PORTABLE TOILET	85508	8/31/2015	9/11/2015			60.00
540	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	090915	8/25/2015	9/11/2015			662.51
541	SCHNEIDER LABRATORIES INC	PURCHASE OF SERVICES	WET CHEMISTRY	140780	8/25/2015	9/11/2015			30.00
542	SYDNOR HYDRO, INC.	BLDGS EQUIP REP & MAINT	STARTER PANEL MORRIS WELL	32915	8/25/2015	9/4/2015			4,997.00
543	TREASURER OF VIRGINIA	PERMITS AND FEES	MORRIS WELL TREATMENT	710724	9/1/2015	9/4/2015			4,286.00
544	USABUEBOOK	GENERAL MATERIALS AND	STENNER QUICK PRO TUBE	738649	8/31/2015	9/18/2015			544.70
545	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	LONG DISTANCE	T289103	8/27/2015	9/4/2015			169.18
546	VERIZON BUSINESS/MCI COMM	TELECOMMUNICATIONS	PHONE BILL	5511365	8/25/2015	9/4/2015			39.14
547	VERIZON	TELECOMMUNICATIONS	WIRELESS BILL	9750918247	7/19/2015	9/4/2015			140.57
548							<b>Total:</b>		<b>\$14,833.76</b>
549									
550	<b>505 FORK UNION SANITARY DISTRICT Fund Total: \$14,833.76</b>								
551	<b>Total Expenditures by Fund: \$2,879,253.86</b>								



**FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM**

**Meeting Date:** October 21, 2015

<b>AGENDA TITLE:</b>	FY15 to FY16 Carryover Request				
<b>MOTION(s):</b>	<p><b>I move the Board of Supervisors approve the FY15 to FY16 carryover request from BOS Contingency to:</b></p> <ul style="list-style-type: none"> <li><b>A. Planning – Furniture Purchase Due to Office Relocation \$1,175</b></li> <li><b>B. Building Inspections – Furniture Purchase Due to Office Relocation \$1,175</b></li> <li><b>C. CSA – Furniture Purchase Due to Office Relocation \$1,150</b></li> </ul> <p><b>Reappropriating those FY15 remaining budgets to the FY16 budget.</b></p>				
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>X</b>	
<b>STAFF CONTACT(S):</b>	Mary Anna Twisdale, Management Analyst				
<b>PRESENTER(S):</b>	Mary Anna Twisdale, Management Analyst				
<b>RECOMMENDATION:</b>	I recommend approval of the following action.				
<b>TIMING:</b>	July 1, 2015				
<b>DISCUSSION:</b>	<p>The FY15 to FY16 carryovers are being requested for purposes that are necessary for a continuation of services, or projects that could not have reasonably started prior to June 30, or for circumstances where unexpended like funds are available to be reappropriated for projected current fiscal year shortfalls.</p> <p>Per the budget policy, this request excludes outstanding operating encumbrances, insurance reimbursements, grants, previously approved supplemental appropriations and existing capital projects.</p>				
<b>FISCAL IMPACT:</b>	<p>The FY16 request approved above will increase revenue and expenditure budgets equally within the assigned Funds.</p> <p>The FY15 BOS Contingency Balance will be reduced from \$90,543 to \$87,043</p>				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	N/A				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		<b>X</b>			



## FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

**Meeting Date:** 10/21/15

<b>AGENDA TITLE:</b>	Invitation For Bid – Fluvanna County Community Center Roof Replacement				
<b>MOTION(s):</b>	<b>I move to approve and authorize the issuance of an Invitation for Bid for the Roof Replacement at the Fluvanna County Community Center Building.</b>				
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>X</b>	
<b>STAFF CONTACT(S):</b>	Wayne Stephens, Director of Public Works				
<b>PRESENTER(S):</b>	Cyndi Toler, Purchasing Officer				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	The purpose of this Invitation for Bid is to seek competitive sealed bids from qualified firms to provide any and all work, services and materials necessary to remove, repair, and replace the roof on the Fluvanna Community Center.				
<b>FISCAL IMPACT:</b>	This project was included in the FY15 Adopted Capital Improvement Budget in the amount of \$62,620.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Final RFP				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	<b>X</b>	<b>x</b>	<b>x</b>		<b>x</b>



**COUNTY OF FLUVANNA, VIRGINIA  
INVITATION FOR BIDS  
ROOF REPLACEMENT – FLUVANNA COUNTY COMMUNITY CENTER BUILDING**

Issue Date: October 22, 2015  
Due Date & Time: November 5, 2015 @ 2:00 p.m. local prevailing time  
IFB #: 2016-01  
Bid Opening Location: Fluvanna County Administration Building  
132 Main Street, 2<sup>nd</sup> floor  
Palmyra, VA 22963  
Issuing Department: County of Fluvanna  
Department of Public Works  
197 Main Street  
Palmyra, VA 22963

Technical Inquires/Procurement Contact:  
Fluvanna County, Department of Finance  
Cyndi Toler, Purchasing Officer  
132 Main Street  
Palmyra, VA 22963  
Telephone: (434) 591-1930 ext. 1124  
Email: ctoler@fluvannacounty.org

Submittal Location: Fluvanna County Finance Department  
Attn: Cyndi Toler, Purchasing Officer  
132 Main Street  
Palmyra, VA 22963

The Fluvanna County Board of Supervisors (hereinafter the “County”) is requesting competitive sealed bids from qualified licensed and insured firms to remove, repair, and replace the roof on the Fluvanna Community Center located at 5725 James Madison Highway, Fork Union, VA 23055. The firm shall have the necessary expertise in roof replacement and repair to complete the scope of work outlined herein.

Bid documents may be picked up at the Fluvanna County Department of Finance located at 132 Main Street, 1st floor, Palmyra, VA 22963 or by clicking on the following link <http://www.fluvannacounty.org/services/finance/procurement/solicitations>. All bids that are delivered via mail must be addressed to the “Submittal Location” listed above. Any bids that are hand delivered must be turned into the “Submittal Location” listed above. Any bids that are turned in late will be rejected and returned unopened. Any bids sent in via facsimile, telephone, or email shall not be considered.

A pre-bid conference will be held on Thursday, the 29th day of October, 2015 at 11 a.m. at the Fluvanna Community Center located at 5725 James Madison Highway, Fork Union, VA 23055. Firms who cannot attend must make arrangements prior to this meeting to inspect the property.

All bids must be submitted no later than 2:00 p.m. on Thursday, November 5, 2015.

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## **I. PURPOSE**

The purpose of this Invitation for Bid (also referred to herein as “IFB”) is to seek competitive sealed bids from qualified firms to provide any and all work, services and materials necessary to remove, repair, and replace the roof on the Fluvanna Community Center located at 5725 James Madison Highway, Fork Union, VA 23055 in accordance with the Scope of Work below and the provisions of this Invitation for Bid (the “project”).

## **II. SCOPE OF WORK**

The Contractor shall provide all necessary labor, materials, tools, equipment, supervision, services, work or other necessary services to complete the following work on the project:

### **i. Roof Replacement**

1. The existing roof composition is a modified bitumen roof, fiberglass insulation over a built up and gravel roof system with a wood deck substrate. It is the responsibility of the contractor to verify the roof core prior to bidding the project.
2. Load materials onto the roof and set up the necessary safety equipment.
3. Remove the existing modified roofs down to the original built up roof and dispose of properly.
4. Remove and replace any wet or deteriorated insulation. The replacement cost shall be based upon a per square foot price. All costs (materials, labor, overhead, and profit) associated with replacing any wet or deteriorated insulation shall be included into the square foot pricing.
  - a. The Contractor shall immediately notify the Owner of any deteriorated materials prior to replacement.
  - b. The Owner shall approve any additional work. Any additional work that is performed by the Contractor that has not been approved by the Owner shall not be paid and the Contractor will not be reimbursed.
5. Remove and replace any deteriorated wood deck. The replacement cost shall be based upon a per square foot price. All costs (materials, labor, overhead, and profit) associated with replacing the wood decking shall be included into the square foot pricing.
  - a. The Contractor shall immediately notify the Owner of any deteriorated materials prior to replacement.
  - b. The Owner shall approve any additional work. Any additional work that is performed by the Contractor that has not been approved by the Owner shall not be paid and the Contractor will not be reimbursed.
6. Remove the nonfunctioning roof fans and curbing.
7. Over the prepared roof sections mechanically fasten 1.5” polyisocyanurate insulation in accordance with the manufacturer’s specifications.
8. Over the newly applied insulation apply a new .060 Mechanically Fastened Carlisle TPO Roof System.

9. Flash all walls, projections, and roof curbs in accordance with the manufacturer's specifications. The wall flashings are to be carried up and over the stone coping in preparation to receive a new metal termination of coping, drip edge or gravel stop.
10. Install new wooden nailer along the gutter edge and any area without a parapet wall in preparation to receive new metal edge. In areas where nailer is required for the metal coping, install as required.
11. Remove existing downspouts, gutters, and fascia and install new wooden fascia, painted both sides, to match the existing. Replace and prime any missing or rotten soffit. (New gutters and downspouts to be furnished and installed by others.).
12. Install new 24 gauge Kynar finished coping, gravel stop, drip edge and counter flashing where applicable. The coping color to be chosen by owner from the standard Kynar color chart.
13. Upon completion of the roof project remove all job related materials and debris.
14. At minimum, any and all manufacturer's warranties for supplies used in the project shall be assigned to and benefit the County, and a 2-year contractor's roofing warranty and a 20-year Carlisle manufacturer's NDL warranty shall be issued in the name of the County upon completion of work.
15. All work shall be performed in accordance with the means and methods required to maintain the manufacturer's 20-year roofing warranty.

ii. **Restoration**

1. Repair of Masonry Parapets - The front and sides have a low parapet; the masonry deterioration is primarily focused in the outer side of the parapets. The mortar has become dis-bonded and is being displaced out of the wall. The repair approach for this is to perform a full tuck pointing of the parapet front side, removal of all mortar to a 1" minimum depth and repointing using a historically appropriate mortar mix, color and texture matched to the original.
2. Repair of Cast Parapet Caps:
  - a. The cast concrete parapet caps show limited signs of deterioration, with at least ten (10) units needing repair and resurfacing. The repair method is to remove delaminated and deteriorated concrete, clean excavation and install a pinned concrete repair to reinstate the original profile of the cap.
  - b. All butt joints in coping caps will be re-caulked.

3. Repair of Area Based Cracks at areas of stair cracked brick repair using ABCR process. Area Based Crack Repair includes:
  - a. Remove cracked brick and bed, head and top mortar.
  - b. Lay new (reclaimed) brick in full mortar bed, fully filled head and top joint
  - c. Inset ¼” stainless steel threaded rods 18” long centered on crack, every other bed joint to impart additional load transfer across weakened plane.
    - i. Rout mortar to 1” deep
    - ii. Tuck point first ¼” lift
    - iii. Pack in T Rod
    - iv. Point out to final face, strike
  - e. Install stainless steel stitch rods into the bed joints to allow proper load transfer across the wall crack, repoint all dis-bonded mortar and replace cracked bricks. There are 2 locations for this repair, both on the eastern most corner.
  
4. Repair and Repoint Cast Veneer Panels
  - a. There are cracked and settling cast stone veneer panels surrounding the main entry.
  
  - b. Repoint all joints in the panel assembly, including installing retrofit reinforcing ties across the cracks to provide added strength.
  
  - c. Carve a shallow (1”) relief into the panel perpendicular to the crack, spaced at 12” apart, embed stainless steel rods fully embedded in epoxy and dress the repair and crack using a matching mortar (Conproco Mimic).
  
  - d. The joints and holes are to be repointed using a historically accurate lime based repair mortar.
  
  - e. After using Conproco Mimic for the repair / build out, overcoat using Conproco MimicTR as a finish coating.
  
  - f. Color selections to be approved by Owner.

### **III. ADDITIONAL REQUIREMENTS**

#### **1) The Contractor shall:**

- a) Possess a valid Class “A” contractor’s license with the appropriate specialty services as recognized by the Virginia Board for Contractors, Department of Professional and Occupational Regulation to perform electrical services.
- b) Be responsible for providing quality roof and restoration services in accordance with industry standards, plans, directions and instructions as provided by the Issuing Department and the County.
- c) Assign a Supervisor to the project who shall be the main point of contact for the project.
- d) Assure and guaranty that all equipment, materials, and installation work shall conform to the Virginia Uniform Statewide Building Codes, OSHA, and this IFB.
- e) Agree to all of the provisions of the County of Fluvanna’s General Terms, Conditions and Instructions to Bidders and Contractors attached to this Invitation for Bid and further shall agree that any resulting contract awarded pursuant to this Invitation for Bid shall incorporate by reference as material provisions of such Contract the County of Fluvanna’s General Terms, Conditions and Instructions to Bidders and Contractors.

- 2) **SITE EXAMINATION.** Potential Bidder/s shall be afforded access to the site by the Owner with appropriate notice to Department of Public Works Staff. The Potential Bidder/s is responsible for conducting activities in a safe and orderly fashion, and in accordance with all applicable rules, regulations, codes, and standards. The Potential Bidder/s shall conduct such activities without interference or delay of other work being conducted by Fluvanna County staff.
- 3) **PROTECTION OF PERSON AND PROPERTY.** Contractor shall be responsible for initiating, maintaining and supervision of all safety precautions in connection with the work being performed.
- 4) **BUILDING PERMITS & INSPECTIONS**
  - a) The Contractor shall apply for all required building permits before starting the project.
  - b) Contractor shall notify Department of Public Works to arrange for inspections at agreed milestones and shall notify Department of Public Works for final inspection.

IV. **INCOPORATION INTO CONTRACT.** This IFB, the County's General Terms, Conditions and Instructions to Bidders and Contractors and the Contractor's response is incorporated into and made a part of any contract entered into based upon this IFB. Resulting contracts shall be in a form acceptable to the County in its sole discretion.

V. **SUBMITTAL INSTRUCTIONS**

- 1) Bids shall be signed by an authorized representative of the firm.
- 2) Bids shall be prepared simply and economically, providing a straight forward, concise description of firm's capabilities to satisfy the requirements of the IFB. Emphasis should be on completeness and clarity of content.
- 3) One (1) original and three (3) copies of each bid must be submitted to the County. No other distribution of the bid shall be made by the Bidder/s.
- 4) Each copy of the bid shall be bound or contained in a single volume where practical. All documentation submitted with the bid should be contained in that single volume. Elaborate brochures and other representation beyond that sufficient to present a complete and effective bid are neither required nor desired.
- 5) Any information thought to be relevant, but not applicable to the enumerated scope of work, should be provided as an appendix to the bid. If publications are supplied by the Officer to respond to a requirement, the response should include reference to the document number and page number. Bids not providing this reference may be considered to have no reference material included in the additional documents.
- 6) Each firm submitting a bid shall provide an updated statement of qualifications. The following is the minimum to be considered a complete bid. The format required for the bid to be considered is to be presented and submitted in TABS AS NOTED BELOW:
  - a) Expertise and experience of the firm related to the scope of services contained in this IFB. This section shall include recent project information of similar type completed by the firm along with the name and telephone number of the point of contact for each project.
  - b) Financial responsibility of the firm. The firm shall agree to carry the required liability insurances that are listed under item number 39 of the **"GENERAL TERMS,**

**CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS”**

attached herein.

- c) The firm should include a street address of the office proposed to handle the work.
- d) Identification and statement of qualifications of the construction project team who will be assigned to the project for actual “hands on” work, as well as the principal assigned the project for oversight responsibilities.
- e) Provide your proposed project timeline/completion schedule.
- f) Bidder/s, are to submit lump sum cost bid for based on the scope of services and specifications contained herein except as otherwise direct herein. Any additional cost relating to completing the project shall be listed on the pricing sheet contained herein.
- g) All forms required to be submitted under this IFB.

**VI. CONTRACT AWARD**

- 1) The contract will be awarded to the lowest responsible and responsive bidder whose bid, conforming to this IFB, is most advantageous to the County, considering price and any other evaluation criteria set forth in the bid documents and consistent with the Virginia Procurement Act, the County’s Code, the County’s Procurement Policies and Procedures and other applicable law.
- 2) Prices must be quoted on a “lump sum” basis, unless otherwise specified elsewhere in this IFB.

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.

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### **INTRODUCTION**

- 1. VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the “VPPA”) is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
  
- 2. DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Job Order Contracting”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse

Auctioning” and “Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:

- a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.
- b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.
- c. Contract: Any contract to which the County will be a party.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to “his” shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- m. Request for Proposal (also referred to herein as a “RFP”): A request for an offer from



prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.

- n. Small Purchasing Procedures: The County's Small Purchasing Procedures, being Chapter 4 of the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.
  - o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.
  - p. State: The Commonwealth of Virginia.
3. **AUTHORITY**: The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer;

however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

## CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.
6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.
7. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.
8. **LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is

considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:

- a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
- b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
- c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
- d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

#### **9. WITHDRAWAL OF BIDS:**

- a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
  - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
  - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.
- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

**10. ERRORS IN BIDS:** When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

**11. IDENTIFICATION ON BID ENVELOPE:** All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

**12. ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

**13. COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.

**14. CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.

**15. RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.

- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
- 21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
  - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;

- c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
- d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
- e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
- f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

**22. CONFLICT OF INTEREST:** Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

## **SPECIFICATIONS**

**23. OMISSIONS OR DISCREPANCIES:** Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter’s codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

- 24. BRAND NAME OR EQUAL ITEMS:** Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.
- 25. FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.
- 26. CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

## AWARD

- 27. RESPONSIBLE BIDDERS:** In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:
- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
  - b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
  - d. The quality of performance of previous Contracts or Services;
  - e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
  - f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
  - g. The quality, availability and adaptability of the Goods or Services to the particular use required;
  - h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
  - i. The number and scope of the conditions attached to the Bid;



- j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

**28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES:** The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

**29. EXCLUSION OF INSURANCE BIDS PROHIBITED:** Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.

**30. ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2<sup>nd</sup> Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.

**31. QUALIFICATIONS OF BIDDERS OR OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

**32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:**

- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
- b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.
- c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
- d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

**33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

**CONTRACT PROVISIONS**

**34. APPLICABLE LAW AND COURTS:** Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available

to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

**35. PROVISION AND OWNERSHIP OF INFORMATION:** The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.

**36. DOCUMENTS:** All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.

**37. CONFIDENTIALITY:** Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.

**38. INDEPENDENT CONTRACTOR:** The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.

**39. INSURANCE:** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability
		Medical Payment
		Comprehensive

Public Liability	\$1,000,000	Collision
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)
Worker's Compensation Amount required by Virginia law		

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

- 40. KEY PERSONNEL:** For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

- 41. SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.

- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.

- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party

substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.

**44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

**45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.

**46. ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.

**47. PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:

- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
- b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.
- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.

- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

**48. SUBCONTRACTORS:** Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
  - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
  - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
- d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

**49. RETAINAGE ON CONSTRUCTION CONTRACTS:** Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in

the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

**50. SUCCESSORS AND ASSIGNS:** The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.

**51. DEFAULT:** Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

**52. NON-DISCRIMINATION ASSURANCES:** The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:

- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational

qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.

- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

**53. MODIFICATION:**

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

**54. INDEMNIFICATION:** Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.



**55. DRUG-FREE WORKPLACE:** Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and the County's Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

**56. TERMINATION:** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
- b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
- c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
- d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

**57. APPROPRIATIONS:** Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.

**58. REFERENCES TO VIRGINIA LAW:** Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

**59. COOPERATIVE PROCUREMENT:** Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.

**60. AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.

**61. GUARANTIES AND WARRANTIES:** All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;

- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;
- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
- g. For any Contract involving Services of any nature, the Contractor further agrees to:
  - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
  - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
  - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
  - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

**62. PRICE REDUCTIONS:** If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. **FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION.** The Contractor, if requested, shall furnish, within ten (10) days after the end of

the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

**63. COMPLIANCE WITH IMMIGRATION LAW:** Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**64. VIRGINIA STATE CORPORATION COMMISSION:** Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

**65. CLAIMS PROCEDURE:**

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed

or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.

- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

**66. NOTICES:** All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

#### **DELIVERY**

**67. SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

**68. RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point.

The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.

**69. INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

**70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.

**71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.

**72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.

**73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.

**74. PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

- a. Purchase Order Number;
- b. Name of Article and Stock Number;
- c. Quantity Ordered;
- d. Quantity Shipped;
- e. Quantity Back Ordered; and
- f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

**75. ADDITIONAL CHARGES:** No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.

**76. METHOD AND CONTAINERS:** Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

**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: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information:

FIN or FEI Number: \_\_\_\_\_ 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:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]**

**PRICING SCHEDULE**



**BID FORM**

All prices must be typed or written in ink.

A bid total must be shown in each space provided for same.

Unless otherwise specified or permitted in the proposal, prices must be submitted on all items shown in the proposal.

All costs associated with but not limited to overhead and profit, business/professional licenses, permitting fees, or other fees as required by law shall be included in the unit prices and shall not be listed as a separate item.

Erasures or alternations in the bidder's entries in the proposal must be initialed by an authorized representative of the Firm. Photo-copied corrections will not be considered.

Item Description	Qty	UoM	Unit Price	Extended Price
Remove, repair, and replace the existing roofing structure on the Community Center Building	1	LSUM	\$	\$
Replace wet or deteriorated insulation (Labor, overhead, & profit included)		Sqft.	\$	\$
Replace deteriorated wood deck (Labor, overhead, & profit included)		Sqft.	\$	\$
Restoration repairs		LSUM	\$	\$
Number of Days to Complete Project:				

\_\_\_\_\_  
By

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]**

**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 \_\_\_\_\_.

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 – [REQUIRED]**

**CERTIFICATION OF NO COLLUSION**

The undersigned, acting on behalf of \_\_\_\_\_, does hereby certify in connection with the procurement and proposal to which this Certificate 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 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Complete if Bidder is an Entity:**

WITNESS the following duly authorized signature and seal:

Name of Entity: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Signature

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year) by \_\_\_\_\_ (Print Name), \_\_\_\_\_ (Print Title) on behalf of \_\_\_\_\_ (Name of Entity).

\_\_\_\_\_ [SEAL]

Notary Public

My commission expires: \_\_\_\_\_

Notary registration number: \_\_\_\_\_

**Complete if Bidder is a Sole Proprietor:**

Witness the following signature and seal:

\_\_\_\_\_ (SEAL)

Signature

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year) by \_\_\_\_\_ (Print Name), a sole proprietor.

\_\_\_\_\_ [SEAL]

Notary Public

My commission expires: \_\_\_\_\_

Notary registration number: \_\_\_\_\_

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]**

**OFFEROR STATEMENT**

The undersigned Bidder hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid and hereby submits this bid pursuant to such instructions, plans, conditions, specifications and other documents or items.

**Complete if Bidder is an Entity:**

WITNESS the following duly authorized signature and seal:

Name of Entity: \_\_\_\_\_  
By: \_\_\_\_\_(SEAL)

Signature

Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ (month),  
\_\_\_\_\_(year) by \_\_\_\_\_(Print Name),  
\_\_\_\_\_(Print Title) on behalf of \_\_\_\_\_ (Name  
of Entity).

\_\_\_\_\_  
[SEAL]

Notary Public

My commission expires: \_\_\_\_\_  
Notary registration number: \_\_\_\_\_

**Complete if Bidder is a Sole Proprietor:**

Witness the following signature and seal:

\_\_\_\_\_(SEAL)

Signature

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ (month),  
\_\_\_\_\_(year) by \_\_\_\_\_(Print Name), a sole proprietor.

\_\_\_\_\_  
[SEAL]

Notary Public

My commission expires: \_\_\_\_\_  
Notary registration number: \_\_\_\_\_

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]**

## FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

**Meeting Date:** 10/21/15

<b>AGENDA TITLE:</b>	RFP - Benefits Consulting and 3rd Party Administrative Services				
<b>MOTION(s):</b>	<b>I move to approve and authorize the issuance of a Request for Proposal for Benefits Consulting and 3<sup>rd</sup> Party Administrative Services.</b>				
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>X</b>	
<b>STAFF CONTACT(S):</b>	Gail Parish, Human Resources Manager				
<b>PRESENTER(S):</b>	Cyndi Toler, Purchasing Officer				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	The purpose of this Request for Proposal is to seek qualified firms to assist the County with strategically planning, designing, negotiating and implementing the best coverage and cost for selective employee benefit programs to include health, dental, vision, life, ancillary/volunteer and other benefits. This is not a request solely for insurance coverage.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Final RFP				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	<b>X</b>	<b>x</b>	<b>x</b>	<b>x</b>	



**COUNTY OF FLUVANNA, VIRGINIA  
REQUEST FOR PROPOSALS  
RFP#2016-01 BENEFITS CONSULTING AND 3<sup>RD</sup> PARTY  
ADMINISTRATIVE SERVICES**

Issue Date: October 22, 2015

Due Date: November 30, 2015

Time: 2:00 P.M. local prevailing time

RFP #: 2016-01

Issuing Department: County of Fluvanna, Virginia  
Human Resources Office  
132 Main Street  
Palmyra, VA 22963

Procurement Contact: Cyndi Toler  
Purchasing Officer  
Phone: 434-591-1930 ext. 1124  
E-mail: [ctoler@fluvannacounty.org](mailto:ctoler@fluvannacounty.org)

Technical Inquiries: Cyndi Toler  
Purchasing Officer  
Phone: 434-591-1930 ext. 1124  
E-mail: [ctoler@fluvannacounty.org](mailto:ctoler@fluvannacounty.org)

The Fluvanna County Board of Supervisors is seeking sealed proposals for non-professional services from qualified firms to provide benefits consulting and 3<sup>rd</sup> party administrative services for Fluvanna County. This Request for Proposal and resulting contract(s) shall be consistent with and governed by the Fluvanna County Procurement Policy and the Virginia Procurement Act. ***This procurement shall utilize competitive negotiation.***

Sealed proposals, one (1) original and six (6) copies, shall be turned into the office of the Human Resources office located at 132 Main Street, 2<sup>nd</sup> Floor, Palmyra, VA 22963. All proposals shall be turned in no later than 2:00 P.M. local prevailing time on Monday, November 30, 2015. If proposals are mailed or hand delivered, send directly to the issuing department shown above. Any proposals received after the due date and time or sent in via facsimile, telephone, or e-mail will not be considered. It is the Offeror's sole responsibility to ensure proposals are received by the Issuing Department by the due date and time.

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## I. Purpose & Background

- a. The purpose of this Request for Proposal (“RFP”) is to seek qualified firms to assist the County of Fluvanna with strategically planning, designing, negotiating and implementing the best coverage and cost for selective employee benefit programs to include health, dental, vision, life, ancillary/volunteer and other benefits. The services sought hereunder shall include, but are not limited to, benefit consulting and administration to include assistance with benefit design, bidding and evaluation, contract negotiation, on-going evaluation and plan modification and other services required to obtain and maintain a competitive overall benefits program. THIS IS NOT A REQUEST FOR INSURANCE COVERAGE.
- b. All services shall be provided in accordance with the specifications contained herein and attached hereto. This solicitation is issued by the County of Fluvanna, a political subdivisions of the Commonwealth of Virginia, hereinafter also referred to as “Owner”.
- c. Any communications pertaining to the scope of services, the preparation or submittal of a proposal, and all other communications referred to in this RFP, must be made in **writing** to:  
Cyndi Toler  
Purchasing Officer  
132 Main Street  
Palmyra, VA 22963  
[ctoler@fluvannacounty.org](mailto:ctoler@fluvannacounty.org)
- d. The contents of the proposal submitted by the successful Offeror, this RFP (including general terms and conditions) and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful Offeror will be required to sign a contract with the Owner upon approval of the Fluvanna County Board of Supervisors.
- e. Currently, Fluvanna County has a contract for Ancillary/Voluntary Benefits and 3<sup>rd</sup> Party Administrative Services with First Financial Group of America located in Wilmington, North Carolina and Houston, Texas.
- f. Currently, health insurance is provided by The Local Choice/Anthem Blue Cross Blue Shield. The plan includes medical, dental, vision, EAP (employee assistance program) and prescription coverage. Delta Dental is the current provider of dental insurance. BlueVision is the provider for vision insurance. Benefits are provided to full time employees, elected officers, dependents and full time retirees and spouses. The Local

Choice plan is administered by the Commonwealth of Virginia's Department of Human Resource Management (DHRM). Retirees can enroll in health, dental, and vision plans.

- g. All full time employees (30 hours or more per week) are enrolled in the Virginia Retirement System (VRS). Included in the retirement plan is an employer paid life insurance premium through Minnesota Life.
- h. For hybrid VRS employees, employer paid short term and long term disability is provided through Standard and VACORP.
- i. Ancillary/Voluntary Employee Paid Benefits and Insurance:
  - 1. Medical and Dependent Care Flex Plans
  - 2. Health Savings Account (employer contribution)
  - 3. Short Term and Long Term Disability Insurance
  - 4. Critical Illness Insurance
  - 5. Cancer Insurance
  - 6. Heart/Stroke Insurance
  - 7. Supplemental Hospital Insurance
  - 8. Permanent Life Insurance
- j. The plans anniversary date for open enrollment begins on July 1 of each year. Health, dental, and vision insurance were last bid out in the spring of 2011. Hybrid short term and long term disability was bid out in the summer of 2014. The County's fiscal year begins on July 1.
- k. The table below lists the breakout of benefit plans and the number of participants for each plan as of July 2015. There were 157 eligible employees and 8 eligible retirees and/or spouses.

<b>Fluvanna County</b>	<b>Active Participants</b>	<b>Retirees</b>	<b>COBRA Participants</b>
Health/Dental/Vision	124	8	1
Medical Flexible Benefits	27	N/A	N/A
Health Savings Account	14	N/A	N/A
Hybrid Short Term & Long Term Disability	17	N/A	N/A
Short Term Disability	12	N/A	N/A
Long Term Disability	3	N/A	N/A
Long Term Care	1	N/A	N/A

Critical Illness	7	N/A	N/A
Cancer	11	N/A	N/A
Heart/Stroke	2	N/A	N/A
Accident	17	N/A	N/A
Supplemental Hospitalization	6	N/A	N/A
Permanent Life	26	N/A	N/A
Voluntary 457 Retirement Account	24	N/A	N/A

## II. Scope of Services

The County is seeking to name a firm of record for the County's employee insurance benefits and is looking for continuity of 3<sup>rd</sup> party administrative services in the rapidly changing area of employee benefits. The County is particularly interested in a firm who can offer creative, innovative approaches, with a proven track record, that allows the County to maintain quality programs and contain or reduce costs.

The selected firm will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication and improvement of the County's employee insurance benefits. The selected firm shall provide services, including, but not limited to, the following:

1. Provide consultation and guidance for all Benefit Plans and assist in the design, implementation, and administration of employee programs which include, but are not limited to, the following:
  - a. COBRA administration
  - b. Section 125 Cafeteria Plan administration
  - c. Medical and Dependent Care Flexible Benefits program
  - d. Health Savings Account
  - e. Medical
  - f. Dental
  - g. Vision
  - h. Life Insurance
  - i. Disability Insurance
  - j. Long-Term Care Insurance
  - k. Other Ancillary Employee Paid Insurances and Programs
  
2. Review and make recommendations to the Owner regarding the existing and potential benefits plans and programs as well as modifications to the existing plan design, cost, cost shares, and quality of employee benefits plans and programs. Provide benefits information to enable the County to make effective decisions in developing an Employee Benefits

- Program that is comprehensive and meets established objectives with respect to cost and competitiveness with the goal of attracting and retaining employees. Recommend alternative Benefit Plans designs, delivery systems, funding and communication methods as dictated by environmental/regulatory changes and emerging technologies as requested.
3. Review the Owner's Employee Benefits Program on a continual basis to ensure that the plans are in compliance with government regulations. Provide timely notification of and assistance with understanding and implementing new, updated or revised benefits, laws, regulation and programs as they relate to plan documents or contracts.
  4. Provide consultation and guidance with regards to governmental mandates including but not limited to:
    - a. FMLA (Family Medical Leave Act)
    - b. COBRA (Consolidated Omnibus Budget Act)
    - c. HIPAA (Health Insurance Portability Accountability Act)
    - d. ADA (American Disability Act)
    - e. USERRA (Uniformed Services Employment Reemployment Rights Act)
    - f. ACA (Affordable Care Act)
  5. Provide accurate and timely information on health benefits issues, trends, possible new benefits, and proposed or new legislation. Provide timely notification of and assistance with understanding and implementing new, updated or revised benefits, laws, regulations and programs including alerting the County regarding any employee communication deadlines or communication issues, and provide sample documents that may be used to notify employees and/or retirees of any of these changes. Provide the Owner with form notices and communications to the employees of any changes to the benefits plan on an "as needed" basis (newsletters, press releases, presentations, etc.)
  6. Track and report progress of Benefit Plans on a quarterly basis, coordinating with benefit providers to obtain relevant performance data. Provide analysis of Benefit Plan performance.
  7. Advise and assist the County with required Benefit Plan communications to employees annually, during benefits enrollment and as regulatory changes occur.
  8. Advise and assist the County as necessary or requested in developing, implementing and conducting the annual benefit sign up (open enrollment).
  9. Assist with resolution of specific claims when requested by the County.

10. Provide forecasted estimates of future renewal rates and assist County staff in preparation of budget and expenditure projections for benefits. As requested provide a comparative benefit analysis in relation to surrounding localities.
11. Assist the County in the implementation of the benefits programs, including attendance at Board of Supervisors meetings, employee communication, benefit program presentations, and open enrollment meetings.
12. **Conduct benefits renewal negotiations with providers on behalf of the Owner.**
13. Provide any additional reoccurring services that your firm provides as a standard to the base contract. Additional reoccurring services should be detailed in full, clearly, precisely and adequately in the Offeror's proposal. The Owner will not be held responsible for misinterpreting proposals.
14. Work in coordination with the County to acquire needed insurance policies, contracts, clarifications, execution of documents, other required documents, and services, as needed during the County's procurement process and/or at any time during the contract period. Assist the Owner in the development of all solicitations (RFP, IFB, ITB, RFQ, etc.) for the solicitation of future employee benefits plans and programs in full compliance with the Virginia Public Procurement Act (VPPA). This shall include but not limited to: creating the solicitation; assisting the Owner in the management of the solicitation process; preparation of a comprehensive report of the recommendations; presenting to the Owner regarding the selection recommendations; providing the Owner with all documentation related to the solicitation process; and reviewing any contract if so requested by the County.
15. Offerors shall include in the Proposal a description of any significant task not listed in the Scope of Services which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for separately by the County.
16. The County may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon by both parties. A written contract amendment and/or Purchase Change Order will be issued to modify the contract. A written amendment for the services shall include Scope of Work, timelines, project team identification and the fee for the services. Please provide examples of "value added" services that could be purchased by amendment (Ex. Actuary services, etc.).

### III. Proposal Format

- a. The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate.
- b. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside his format. The following paragraphs provide guidelines to each Offeror for information to include in the proposal:
- c. **Cover Letter** - Provide a cover letter cover letter that confirms the Offeror's understanding; of this Request for Proposal and a general understanding of the project.
- d. **Overview** - The purpose of this section is to provide Fluvanna County with an overview of the history, qualifications and abilities of the Offeror's firm and for the Offeror to demonstrate the specific qualifications of the staff the Offeror will assign to this project if selected. At a minimum, the proposal should:
  1. Designate a Project Manager and indicate office location.
  2. Include the organization chart, functional discipline, and responsibilities of project team members.
  3. Statement of qualifications and any additional information that the Offeror considers pertinent to its qualifications for the projects and which respond fully to the Scope of Work described herein. "Additional Information" is defined as:
    - a. Licenses to conduct services required by the Code of Virginia
    - b. Specify any additional individuals who will be assigned to the contract, the level of their experience including credentials, related experience, training, and education of the personnel.
    - c. Sample documents and/or reports, which shall include, but not limited to work plan, strategic planning report, claims experience audit report, etc.
- e. **Resumes** - Provide a concise resume or description of each team member's education, relevant professional experience, length of time employed by the Offeror and/or sub-consultant, and professional license.
- f. **Demonstrated History of Successful Projects** - Discuss the Offeror's ability to work in harmonious, non-adversarial relationships with Fluvanna County and their agents. The personnel named in the proposal shall remain assigned to the project throughout the period of the contract unless requested to be replaced by the County. If the County requests an individual to be replaced (including any personnel of any sub-contractor), the Offeror shall do so within 30 days of the request, and without any additional charge to Fluvanna County. No replacement may be made without submission of a resume of the proposed replacement for approval by The County.

- g. **Proposed Sub-Consultants** - The Offeror shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-consultants shall be provided. By proposing such firm(s) or individuals, the Offeror assumes full liability for the sub-consultant's performance. The Offeror shall state the amount of previous work experience with the sub-consultant(s).
- h. **Project Approach** - Offeror's Project and Management Approach: The purpose of this section is to provide Fluvanna County with the Offerors understanding and proposed approach to the project. The Offeror should discuss in detail the proposed management and project approach. The staffing of the Offeror firm and firm's approach to ensure quality control and completion of all projects within the time frame set forth.
- i. **Representative Projects** – This section of the Offeror's Proposal should list and describe representative clients currently served focusing on water and sewer system design projects. Describe the local office experience including the project name and location, brief description of the project, description of the scope of services provided, and principal contact person.
- j. **Cost and Effective Cost Control**
1. The cost proposal will consist of these elements:
    - a. An annual flat fee proposal. This section must include a proposed fixed annual fee along with a detailed description of the number of hours your firm believes necessary to complete the recurring tasks identified herein.
    - b. The hourly rates of key individuals to compete the task order services described.
    - c. A separate sheet with a breakdown of the services provided within the annual fee and additional fees that would be associated with other services, and include as Appendix H to our Proposal.
  2. An estimated work plan including the number of hours anticipated and pricing for a complete review, analysis and solicitation of the Owner's benefits.
  3. Effective Cost Control – Demonstrated history of effective control of project costs and ability to accomplish work in a timely manner:
    - a. Describe the Offeror's cost control methodology
    - b. Describe the approach for reducing project costs
    - c. Describe the documentation, tracking and reporting system
    - d. Describe the program for quality control.
- k. **References** – Provide the current name, address, and telephone number of at least five (5) references the Offeror has served either currently or in the past three (3) years; preferably those where one or more of the project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference.

1. **Questions** – Additionally, please include the answers to the following questions (Address each by number):
1. Describe your contractual relationships, if any, with organizations or entities necessary to your proposal's implementation.
  2. How many public sector clients does your firm currently provide brokerage services to?
  3. How does your firm provide continuing education to ensure that each firm is educated on current market trends and legislative developments? How is this information communicated to your clients.
  4. Describe how your organization assists clients in developing a strategic benefit plan.
  5. Please provide a list of the vendors you have relationships with in regard to health, disability, life, supplemental health, and dental insurance plans.
  6. Describe how your organization strives to streamline benefit administration for your clients. Include any services you provide for automation of the benefit process (i.e. electronic capabilities, outsourcing options). Attach any associated costs for these services on a separate fee schedule.
  7. Describe how your organization has assisted other vendors in the evaluation and /or formulation of any Healthcare Reimbursement Accounts or Healthcare Spending Accounts). Attach any associated costs for these services on a separate fee schedule.
  8. How will you facilitate or participate in the implementation, communication, and enrollment process to assure a seamless product transition?
- m. **Each copy of the proposal should be bound or contained in a single volume where practical. All documents that pertain to the proposal should be contained in a single volume.**

#### IV. **Submittal Instructions**

- a. Each Offeror shall submit one (1) original and four (6) copies of its proposal.
- 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.
- c. 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. The proposal should contain a table of contents, which cross-references the RFP requirements.



Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. 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.
- e. All portions of the proposal should be submitted at the same time as one (1) comprehensive document.
- f. Addenda: An Offeror who requests clarification or interpretation of or improvements to this solicitation shall make a written request which must be received by the Fluvanna County Human Resources Manager at least seven (7) business calendar days prior to the date set for the receipt of proposals. If the Owner determines a clarification or any further information is necessary, it shall issue an addendum to this solicitation on the Fluvanna County website. An addendum extending the date for the receipt of proposals or withdrawing this solicitation may be issued at any time prior to the date set for the receipt of proposals. **IT IS THE SOLE RESPONSIBILITY OF EACH PROSPECTIVE OFFEROR TO FIND, OBTAIN, AND RECOGNIZE ANY ADDENDUMS TO THIS SOLICIATION.**
- g. Each Offeror assumes full responsibility for delivery and deposit of the completed proposal on or before the deadline for submission. The Owner is not responsible for any loss or delay with respect to the delivery of proposals. **ANY PROPOSAL RECEIVED AFTER THE DEADLINE FOR SUBMISSION WILL NOT BE ACCEPTED AND WILL BE REJECTED AS UNTIMELY.** Proposals are to be submitted in a sealed envelope bearing the following information:

RFP#2016-01 Benefits Consulting & 3<sup>rd</sup> Party Administrative Services  
Due November 30, 2015  
Attn: Gail Parrish  
132 Main Street  
P.O. Box 540  
Palmyra, VA 22963

**V. Evaluation & Selection Criteria**

- a. The Owner will conduct an evaluation of all proposals submitted based upon specific criteria listed below. The evaluation team will review the submissions and award the Offeror a contract based on the competitive negotiation process for non-professional services under VPPA Section 2.2-4302.2(A)(3).

- b. All proposal received shall be evaluated based upon the evaluation criteria listed below:
  - i. Project team qualifications and experience **(25 pts.)**
  - ii. Offeror’s project and management approach **(20 pts.)**
  - iii. Understanding of Project and Representative projects **(10 pts.)**
  - iv. Cost and Ability to control project costs **(25 pts.)**
  - v. References **(15 pts.)**
  - vi. Proximity and availability to Fluvanna County **(5 pts.)**
  
- c. The County may arrange for discussions with Offerors submitting proposals for the purpose of obtaining additional information or clarification if needed
  
- d. The County shall negotiate with two or more Offerors deemed to be fully qualified and best suited among those responsive to the RFP. Price will be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror selected, the County shall select the offeror which, in its opinion has made the best proposal and provide the best value, and shall award the Contract to that Offeror. Should the County determine in writing that only one Offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a Contract may be awarded to that Offeror.
  
- e. Fluvanna County reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of Fluvanna County, Fluvanna County reserves the right to reject the proposal.
  
- f. Award may be made to more than one offeror.

**VI. Timeline**

- a. Solicitation Issued.....10/22/2015
- b. Deadline for Questions.....11/23/2015
- c. Proposals Due.....11/30/2015
- d. Contract Awarded (approximately).....2/19/2016

**VII. Contract Award**

- a. Awards shall be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County may award contracts to multiple Offerors and use their services for some or all of the projects identified herein. The services described herein related to annual service contracts and additional task-order work on an as-needed basis. The County may choose not to award a contract or task order for any or all projects described herein.

- b. Any resulting contract shall be for an initial one (1) year term commencing on January 1, 2016 and terminating on December 31, 2016. The County shall have the option to renew the contract up to four (4) additional one (1) year terms contingent upon need and availability of funds.

# Appendix I

## **COUNTY OF FLUVANNA**

### **GENERAL TERMS, CONDITIONS AND** **INSTRUCTIONS TO BIDDERS AND** **CONTRACTORS**

## GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the “General Conditions”) shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “County”) unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder’s/Contractor’s own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County’s Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

### INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the “VPPA”) is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
2. **DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Job Order Contracting”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and “Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:
  - a. **Bid/Proposal:** The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.
  - b. **Bidder/Offeror/Vendor:** Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout

- these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.
- c. Contract: Any contract to which the County will be a party.
  - d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
  - e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
  - f. County Administrator: The Fluvanna County Administrator.
  - g. County Attorney: The Fluvanna County Attorney.
  - h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
  - i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
  - j. His: Any references to “his” shall include his, her, their, or its as appropriate.
  - k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
  - l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
  - m. Request for Proposal (also referred to herein as a “RFP”): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
  - n. Small Purchasing Procedures: The County’s Small Purchasing Procedures, being Chapter 4 of the County’s Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.
  - o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. “Solicitation” includes any notification of the County requirements may consist of public advertising (newspaper, County’s website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes (“IFQ”), Initiations to Bid (“IFB”), or Requests for Proposal (“RFP”), the public posting of notices, issuance of an Open Market Procurement (“OMP”), or telephone calls to prospective Bidders or Offerors.
  - p. State: The Commonwealth of Virginia.

3. **AUTHORITY:** The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

## CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.
6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be

considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.

- 7. MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.
- 8. LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:
- a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
  - b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
  - c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
  - d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

**9. WITHDRAWAL OF BIDS:**

- a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from



inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
  - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
  - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.
- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

**10. ERRORS IN BIDS:** When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

**11. IDENTIFICATION ON BID ENVELOPE:** All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

**12. ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancellation to the Bidders.

**13. COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.

**14. CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.

**15. RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.

**16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.

- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
- 21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
  - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
  - c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
  - d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
  - e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
  - f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

- 22. CONFLICT OF INTEREST:** Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

### SPECIFICATIONS

- 23. OMISSIONS OR DISCREPANCIES:** Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- 24. BRAND NAME OR EQUAL ITEMS:** Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.
- 25. FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.
- 26. CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

### AWARD

- 27. RESPONSIBLE BIDDERS:** In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:
- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
  - b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
  - d. The quality of performance of previous Contracts or Services;
  - e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
  - f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
  - g. The quality, availability and adaptability of the Goods or Services to the particular use required;
  - h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
  - i. The number and scope of the conditions attached to the Bid;
  - j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
  - k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.
- 28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES:** The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.
- 29. EXCLUSION OF INSURANCE BIDS PROHIBITED:** Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.
- 30. ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's

bulletin board located at 72 Main Street, 2<sup>nd</sup> Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.

**31. QUALIFICATIONS OF BIDDERS OR OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

**32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:**

- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
- b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.
- c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
- d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

**33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

## CONTRACT PROVISIONS

- 34. APPLICABLE LAW AND COURTS:** Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.
- 35. PROVISION AND OWNERSHIP OF INFORMATION:** The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.
- 36. DOCUMENTS:** All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.
- 37. CONFIDENTIALITY:** Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.
- 38. INDEPENDENT CONTRACTOR:** The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.
- 39. INSURANCE:** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability
		Medical Payment
		Comprehensive

Public Liability	\$1,000,000	Collision
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)
Worker's Compensation Amount required by Virginia law		

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

- 40. KEY PERSONNEL:** For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

- 41. SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.
- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- 44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of



any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.
- 46. ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
- 47. PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:
- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
  - b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.
  - c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
  - d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
  - e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
- 48. SUBCONTRACTORS:** Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:
- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
    - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or

- ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
  - b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
  - c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
  - d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
  - e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.
- 49. RETAINAGE ON CONSTRUCTION CONTRACTS:** Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.
- 50. SUCCESSORS AND ASSIGNS:** The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.
- 51. DEFAULT:** Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use

or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

**52. NON-DISCRIMINATION ASSURANCES:** The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:

- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.
- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

**53. MODIFICATION:**

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

**54. INDEMNIFICATION:** Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries,

death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

- 55. DRUG-FREE WORKPLACE:** Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and the County's Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

- 56. TERMINATION:** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
  - b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
  - c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and

termination is effective immediately upon notice to Contractor of the termination for cause;

- d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

**57. APPROPRIATIONS:** Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.

**58. REFERENCES TO VIRGINIA LAW:** Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

**59. COOPERATIVE PROCUREMENT:** Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.

**60. AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.

**61. GUARANTIES AND WARRANTIES:** All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;

- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;
- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
- g. For any Contract involving Services of any nature, the Contractor further agrees to:
  - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
  - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
  - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
  - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

**62. PRICE REDUCTIONS:** If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the

County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

**63. COMPLIANCE WITH IMMIGRATION LAW:** Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**64. VIRGINIA STATE CORPORATION COMMISSION:** Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

**65. CLAIMS PROCEDURE:**

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.
- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.

- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

**66. NOTICES:** All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

#### **DELIVERY**

**67. SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

**68. RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.

**69. INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to



amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

- 70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.
- 74. PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- a. Purchase Order Number;
  - b. Name of Article and Stock Number;
  - c. Quantity Ordered;
  - d. Quantity Shipped;
  - e. Quantity Back Ordered; and
  - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

- 75. ADDITIONAL CHARGES:** No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.
- 76. METHOD AND CONTAINERS:** Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

## DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

Required	Coverage Required	Limits (figures denotes minimum)
<u>X</u>	<b>1. Workers' Compensation</b> and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	<b>2. Commercial General Liability</b> General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	<b>3. Automobile Liability</b> Owned, Hired, Borrowed & Non-owned Motor Carrier Act End Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	4. \$1,000,000 (CSL) Each Claim
	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
	8. Other Insurance:	
<u>X</u>	<b>9. Fluvanna County Board of Supervisors named as additional insured On Auto and General Liability Policies</b> (This coverage is primary to all other coverage The County may possess and must be shown on the certificate).	
<u>X</u>	<b>10.</b> 30 day written notice of cancelation of any policy referenced on the certificate of insurance shall be given to Fluvanna County – Ref. Code of Virginia Section 38.2-231. <b>Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.</b>	
<u>X</u>	<b>11. The Certificate must state Bid/RFP No. and Bid/RFP Title.</b>	
<u>X</u>	<b>12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.</b>	

### OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

\_\_\_\_\_

FIRM

\_\_\_\_\_

SIGNATURE

**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: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information:

FIN or FEI Number: \_\_\_\_\_ 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:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION**

**OFFEROR STATEMENT**

The undersigned Bidder hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid and hereby submits this bid pursuant to such instructions, plans, conditions, specifications and other documents or items.

**Complete if Bidder is an Entity:**

WITNESS the following duly authorized signature and seal:

Name of Entity: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Signature

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ (month),  
\_\_\_\_\_(year) by \_\_\_\_\_ (Print Name),  
\_\_\_\_\_(Print Title) on behalf of \_\_\_\_\_ (Name of Entity).

\_\_\_\_\_  
Notary Public [SEAL]

My commission expires: \_\_\_\_\_  
Notary registration number: \_\_\_\_\_

**Complete if Bidder is a Sole Proprietor:**

Witness the following signature and seal:

\_\_\_\_\_  
(SEAL)

Signature

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ (month),  
\_\_\_\_\_(year) by \_\_\_\_\_ (Print Name), a sole proprietor.

\_\_\_\_\_  
Notary Public [SEAL]

My commission expires: \_\_\_\_\_  
Notary registration number: \_\_\_\_\_

**CERTIFICATION OF NO COLLUSION**

The undersigned, acting on behalf of \_\_\_\_\_, does hereby certify in connection with the procurement and proposal to which this Certificate 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 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Complete if Bidder is an Entity:**

WITNESS the following duly authorized signature and seal:

Name of Entity: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Signature

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_(year) by \_\_\_\_\_ (Print Name), \_\_\_\_\_ (Print Title) on behalf of \_\_\_\_\_ (Name of Entity).

\_\_\_\_\_  
[SEAL]

Notary Public

My commission expires: \_\_\_\_\_

Notary registration number: \_\_\_\_\_

**Complete if Bidder is a Sole Proprietor:**

Witness the following signature and seal:

\_\_\_\_\_  
(SEAL)

Signature

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_(year) by \_\_\_\_\_ (Print Name), a sole proprietor.

\_\_\_\_\_  
[SEAL]

Notary Public

My commission expires: \_\_\_\_\_

Notary registration number: \_\_\_\_\_

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]**

**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 \_\_\_\_\_.

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**

**RETURN THIS PAGE**

**APPENDIX G: FEE PROPOSAL**

Below please list the firm, fixed price for the services as described herein:

FY16 Annual Benefits 3<sup>rd</sup> Party Administrative/ Consulting Services

\$ \_\_\_\_\_

Hourly Rates for Additional Services:

Principal: \$ \_\_\_\_\_

Manager: \$ \_\_\_\_\_

Staff: \$ \_\_\_\_\_

**Optional Years Benefits 3<sup>rd</sup> Party Administrative and Consulting Annual Services**

	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>
<b>Annual Fee</b>	\$	\$	\$	\$
<b>Principal</b>	\$	\$	\$	\$
<b>Manager</b>	\$	\$	\$	\$
<b>Staff</b>	\$	\$	\$	\$



***RETURN THIS PAGE***

**APPENDIX H: BENEFIT DETAILS AND BREAKDOWN OF FEES**

**(SEE ATTACHED BENEFITS DETAILS AND BREAKDOWN OF FEES)**





# Capital Reserve Maintenance Fund Request

**MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request to:** purchase two evacuation chairs to ensure the safety of children unable to evacuate under their own power that are confined to a wheel chair.

## Section 1 - REQUEST

Requesting Department/Agency	Dept/Agency Contact	Date of Request
Fluvanna County Public Schools	Chuck Winkler\Frank Leech	10-14-15
Phone	Fax	Fiscal Year
(434) 589-8208	(434) 589-2248	FY16

Reserve Fund Purpose Category: Other one-time, minor capital projects less than \$20,000

Description of Project/Repair	Qty	Unit Price	Total Price
Evacuation Chair and Install Equipment	2	\$3,800.00	\$7,600.00
		Total Request:	\$7,600.00

Description and justification for proposed use.  
 FCPS is in need of two evacuation chairs to ensure the safety of our disabled children confined to a wheel chair should an evacuation situation arise at Central Elementary or Fluvanna Middle School.

Department/Agency Head Name	Signature Chuck Winkler <small>Digitally signed by Chuck Winkler DN: cn=Chuck Winkler, o=Fluvanna County Public Schools, ou= email=chuckw@fcps.fluvanna.org, c=US Date: 2015.10.14 10:52:42 -0400</small>	Date 2015/10/14
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## Section 2 - REVIEW

Recommended? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	County Finance Director <i>EDahl</i> <small>Digitally signed by Eric Dahl DN: cn=Eric Dahl, o=County of Fluvanna, ou=Finance Department, email=redahl@fluvannacounty.org, c=US Date: 2015.10.14 16:53:18 -0400</small>	Date
Recommended? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	County Administrator <i>SMN</i> Steven M. Nichols 2015.10.14 18:12:26 -0400	Date

## Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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# COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

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

## MEMORANDUM

**Date:** October 21, 2015  
**From:** Mary Anna Twisdale/ Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY16 Capital Reserve Balances

The FY16 Capital Reserve account balances are as follows:

### County Capital Reserve:

FY15 Carryover	\$15,970.00
<b>FY16 Beginning Budget:</b>	<b>\$100,000.00</b>
Less: HVAC Repairs at Various County Buildings 9.2.15	-\$42,900.00
Less: FSPCA Repairs 9.2.15	-73,700.00
Plus: Transfer from Unassigned Fund Balance 9.2.15	\$50,000.00
<b>Available:</b>	<b>\$49,370.00</b>

### Schools Capital Reserve:

FY15 Carryover	\$203,733.00
<b>FY16 Beginning Budget:</b>	<b>\$125,000.00</b>
<b>Available:</b>	<b>\$328,733.00</b>





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# COUNTY OF FLUVANNA

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

## MEMORANDUM

**Date:** October 21, 2015  
**From:** Mary Anna Twisdale/ Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY16 BOS Contingency Balance

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The FY16 BOS Contingency line balance is as follows:

<b>Beginning Budget:</b>	<b>\$150,000.00</b>
Less: Rivanna River Renaissance Conference Funding Support 9.2.15	-\$500.00
Less: State Vet Fee for FSPCA 9.16.15	-\$250.00
*Less: Fire Ladder Truck Replacement 9.16.15	-\$50,000
<b>Available:</b>	<b>\$99,250.00</b>

\*Actual amount to be determined, not to exceed \$50,000.

