

*Public Display*

**BOARD PACKET**  
**BOARD OF SUPERVISORS**  
**ADJOURNED MEETING**  
**December 13, 2016**





**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS  
ADJOURNED MEETING  
TUESDAY, DECEMBER 13, 2016  
GENERAL DISTRICT COURTROOM  
11 BANK STREET, CHATHAM, VA 24531**

**AGENDA**

1. Call to Order – 7:00 p.m.
2. Roll Call  
*Barber Hagerman Blackstock Davis Scarce Warren Barksdale*

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3. Moment of Silence
4. Pledge of Allegiance
5. Items to be added to the Agenda

*Motion: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*  
*Second: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*

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**APPROVAL OF AGENDA**

*Motion: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*  
*Second: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*

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**HEARING OF CITIZENS**

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**CONSENT AGENDA**

6. (a) Support of Grant Application – FEMA Region III Hazard Mitigation Assistance Grant *Pages- 10-23*

*Motion: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*  
*Second: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*

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**PUBLIC HEARINGS**

**Rezoning Cases**

**Case 1:** Diana Reynolds Black & Others – Callands/Gretna Election District R-16-031  
*R-1, Residential Suburban Subdivision District to A-1, Agricultural District*

Open: \_\_\_\_\_ Close: \_\_\_\_\_

Speakers: \_\_\_\_\_

Motion: *Barber Hagerman Blackstock Davis Scearce Warren Barksdale*

Second: *Barber Hagerman Blackstock Davis Scearce Warren Barksdale*

Roll Call Vote

Y N A

Comments: \_\_\_\_\_

Barber

Hagerman

Blackstock

Scearce

Davis

Warren

Barksdale

*(Roll Call Vote Y or N)*

**Case 2:** Olde Dominion Agricultural Foundation, Inc. – Banister Election District R-16-032  
*R-1, Residential Suburban Subdivision District to M-2, Industrial District, Heavy Industry*

Open: \_\_\_\_\_ Close: \_\_\_\_\_

Speakers: \_\_\_\_\_

Motion: *Barber Hagerman Blackstock Davis Scearce Warren Barksdale*

Second: *Barber Hagerman Blackstock Davis Scearce Warren Barksdale*

Roll Call Vote

Y N A

Comments: \_\_\_\_\_

Barber

Hagerman

Blackstock

Scearce

Davis

Warren

Barksdale

*(Roll Call Vote Y or N)*

**NEW BUSINESS**

7. Animal Shelter Update Page- 26

Speaker(s)/ Comments: \_\_\_\_\_

Motion: *Barber Hagerman Blackstock Davis Scearce Warren Barksdale*

Second: *Barber Hagerman Blackstock Davis Scearce Warren Barksdale*

8. Contract Award: Chiller/Pump Replacement for Courthouse *Pages- 27-38*
- Motion: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*  
*Second: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*
- 
9. Request for Public Hearing – Temporary Use of Public Property – Intertape Polymer Group, Inc. (IPG) *Pages- 39-41*
- Motion: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*  
*Second: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*
- 
10. Recommendation Concerning Proposed Amendment to Pittsylvania County Zoning Ordinance for Solar Energy Facilities *Pages- 42-47*
- Motion: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*  
*Second: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*
- 
11. Virginia Business Ready Sites Program – Site Characterization Grant Performance Agreement for Southern Virginia Multimodal Park *Pages- 48-54*
- Motion: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*  
*Second: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*
- 
12. Virginia Business Ready Sites Program – Site Characterization Grant Performance Agreement for Bill Hill Industrial Park *Pages- 55-60*
- Motion: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*  
*Second: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*
- 
13. Regional One EMS, Inc. (ROEMS) Contract Amendment *Pages- 62-63*
- Motion: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*  
*Second: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*
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**BOARD ANNOUNCEMENTS**

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**REPORTS FROM LEGAL COUNSEL**

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**REPORTS FROM COUNTY ADMINISTRATOR**

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**CLOSED SESSION**  
**ADJOURNMENT**

*Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale*  
*Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale*

Time: \_\_\_\_\_

**TO BE ADDED**

# HEARING OF CITIZENS

**PITTSYLVANIA COUNTY  
Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> Grant Application</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Back-Up Generator Grants</p> <p><b><u>STAFF CONTACT(S):</u></b> Smitherman, Davis</p>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> <p><b><u>AGENDA DATE:</u></b> December 13, 2016</p> <p><b><u>ACTION:</u></b></p> <p><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b> Yes</p> <p><b><u>ATTACHMENTS:</u></b> Application</p> <p><b><u>REVIEWED BY:</u></b> <i>GLS</i></p> </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> <p><b><u>ITEM NUMBER:</u></b> 6(a)</p> <p><b><u>INFORMATION:</u></b></p> <p><b><u>INFORMATION:</u></b></p> </td> </tr> </table>	<p><b><u>AGENDA DATE:</u></b> December 13, 2016</p> <p><b><u>ACTION:</u></b></p> <p><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b> Yes</p> <p><b><u>ATTACHMENTS:</u></b> Application</p> <p><b><u>REVIEWED BY:</u></b> <i>GLS</i></p>	<p><b><u>ITEM NUMBER:</u></b> 6(a)</p> <p><b><u>INFORMATION:</u></b></p> <p><b><u>INFORMATION:</u></b></p>
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**BACKGROUND:**

Pittsylvania County has a Regional Hazard Mitigation Plan that will allow for the County to apply for Federal grants to help mitigate potential hazards.

**DISCUSSION:**

Pittsylvania County Dept. of Emergency Management has applied for a FEMA Region III Hazard Mitigation Assistance Grant to provide back-up generators for volunteer fire departments and rescue squads in the county. This grant is a 5% matching grant obligation from the County if awarded. The grant is heavily competitive. 11 back-up building generators is being applied for in the grant. The total grant award is \$440,000.00 with \$88,000.00 being estimated as the State Share and \$22,000.00 being the local share. Prior to making the application all 11 departments were contacted and each has indicated they would pay the local share if necessary.

**RECOMMENDATION:**

Staff brings this application for support from the Board of Supervisors. If the County is awarded the grant, the BOS will be requested at that time to accept the award of the grant as the Fiscal Agent.

# **CONSENT AGENDA**



# Virginia Department of Emergency Management Hazard Mitigation Assistance Grant Application

FEMA-____-DR-_____ FMA FY _____	<b>THIS SECTION FOR STATE USE ONLY</b> <input type="checkbox"/> Standard, <input type="checkbox"/> 5% Initiative or <input type="checkbox"/> 7% Planning		OR
<input type="checkbox"/> Initial Submission or <input type="checkbox"/> Resubmission	<b>Eligible Applicant</b>	<b>Project Type(s)</b>	
<input type="checkbox"/> Conforms with State 409 Plan	<input type="checkbox"/> State or Local Government	<input type="checkbox"/> Wind <input type="checkbox"/> Flood	
<input type="checkbox"/> In Declared Area	<input type="checkbox"/> Private Non-Profit (Tax ID Received)	<input type="checkbox"/> Seismic	
<input type="checkbox"/> Statewide	<input type="checkbox"/> Recognized Indian Tribe or Tribal Organization	<input type="checkbox"/> Other _____	
Community NFIP Status: <input type="checkbox"/> Participating Community ID #: _____ <input type="checkbox"/> In Good Standing <input type="checkbox"/> Non-Participating <input type="checkbox"/> CRS (Check all that apply)			
State Application ID _____		Date Application Received _____	
State Reviewer _____ (Print Name)		Signed _____ Date _____	

This application is for all Federal Emergency Management Agency (FEMA Region III) Hazard Mitigation Assistance Unified Grants Program proposals. Please complete ALL sections and provide the requested documents. If you require technical assistance with this application, please contact your State Emergency Management Division at (804) 897-6500.

## Applicant Information

- Title / Brief Project Descriptive Summary** Backup Power Generators for Critical Facilities
- Applicant (Organization)** Pittsylvania County Dept. of Emergency Management
- Applicant Type**  
 State or Local Government     Special District/Public Utilities/Commissions  
 Recognized Indian Tribe     Private Non-Profit Organizations
- County / Counties** Pittsylvania County Virginia
- State Legislative District(s)** 14,16    **Congressional District(s)** 5th
- Tax I.D. Number** 54-6001508    **FIPS Code (if known)** 143
- Primary Point of Contact**  
 Ms. x Mr.  Mrs.    **First Name** James    **Last Name** Davis  
**Title** Coordinator of Emergency Management  
**Street Address** 53 N, Main Street  
**City** Chatham    **State** VA    **Zip Code** 24531  
**Telephone** 434-432-7920    **Fax** 434-432-7950    **Email Address** jim.davis@pittgov.org
- Alternate Contact:**  
 Ms.  Mr. X Mrs.    **First Name** Linda    **Last Name** Mills  
**Title** Grants Administrator    **Telephone** 434-432-7716    **Fax** 434-432-7746
- Designated Agent**  
 Ms. X Mr.  Mrs.    **First Name** Clarence    **Last Name** Monday  
**Title** County Administrator  
**Street Address** 1 Center St.  
**City** Chatham    **State** VA    **Zip Code** 24531  
**Telephone** 434-432-7710    **Fax** 434-432-7714    **Email Address** Clarence.Monday@pittgov.org

Signature \_\_\_\_\_

Date \_\_\_\_\_

*NOTE: If your project is found eligible and approved for funding, work must begin within 90 days of the obligation of funds.*

## I. History of Hazards / Damages in the Area to be Protected

Describe all past damages from hazardous events (include name of storms if applicable) in the project area. Include Presidentially declared disasters as well as events that did not result in a Presidential declaration (including nuisance flooding). Provide a detailed past history of damages in the area, including direct and indirect costs. Include information for as many past incidents as possible. Attach any supporting documents. Direct costs should include damages to structures and infrastructure in the project area as a result of the hazard. Indirect costs should include the cost to the local government to respond to victims of the hazard in the project area, any interruption to local businesses, and losses of public services. If available, please provide water depth in the project area during the hazard events.

Note: For Acquisitions and Elevations omit the following section and use the Individual Property Worksheets.

Date of Event	Level and Type of Event <small>(i.e. 1 year, 10 year, 25 year, 100 year)</small>	Location	Direct Damage Costs	Indirect Damage Costs
Sept 6, 1996	Hurricane	County-Wide	Loss of Power	Min. 24 hours
Jan 25-30 2000	Winter Storm	County-Wide	Loss of Power	Min. 24 hours
Feb 15-28 2003	Winter Storm	County-Wide	Loss of Power	Min. 24 hours
Sept 6, 2003	Hurricane	County-Wide	Loss of Power	Min. 24 hours
June 29, 2012	Severe Storms (Derecho)	County-Wide	Loss of Power	Min. 24 hours

## II. Project Description

### A. Hazards to be Mitigated / Level of Protection

1. Select the type of hazards the proposed project will mitigate:  
 Flood  Wind  Seismic  Other (list) All Hazards
  
2. Fill in the level of protection and the magnitude of event the proposed project will mitigate.  
Fire Dept & EMS Stations provide temporary shelter for local community as well as fire suppression and life saving equipment. When electric power is lost due to a hazard, these facilities have no power generation otherwise.
  
3. Provide an estimate of the dollar amount of damages that would be prevented as a direct result of the proposed project. Where possible, this should be detailed by type of expenditure (repair, loss of services, loss of rental income, etc.). Provide justification to support this estimate. Use additional paper if necessary.  
Dollar amount of damages is not available due to the type of mitigation that is being requested.
  
4. Has this project been submitted to any other agency as a possible source of funding?  
 No  Yes, to \_\_\_\_\_

### B. Project Description/Protection Provided

Describe, in detail, the proposed project. Explain how the project will reduce the potential for future damages and address a repetitive problem or one that poses a significant risk to public health and safety. Also, explain how the proposed project will solve the problem(s) and provide the level(s) of protection described in Section A.

Emergency backup power generators will provide a continuous level of electrical power to the critical facility in order to operate heat, electric bay doors, lights, water from well house, sheltering space for the local community if needed due to a weather hazard affecting those that agency serves. Utilizing a local fire dept or EMS station as a temporary shelter also provides a gauge to evaluate how many persons are needing sheltering in the impacted community. The short term shelter can quickly be available and if a long term shelter is needed the County can have the needed additional time to ramp up a long term shelter in a local school. Each project site will have a 60KW Liquid Propane supplied generator with an automatic transfer switch.

### III. Project Location

#### A. Site

##### 1. Physical Location

Describe the area and/or population affected/protected by this project, include the location (street numbers or neighborhoods) and zip codes.

See Attached Documents

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##### 2. Population Affected (Number of people affected by the project) See Attached Documents

\_\_\_\_\_ residential property  
\_\_\_\_\_ businesses / commercial property  
\_\_\_\_\_ public buildings  
\_\_\_\_\_ schools / hospitals / houses of worship

#### B. Flood Insurance Rate Map (FIRM) showing project site \*SEE ATTACHED DOCUMENT\*

Attach a copy of the panel(s) from the FIRM, and, if available, the Floodway Map, with the project site and structures marked on the map (FIRMs are typically available from your local floodplain administrator who may be located in the planning, zoning, or engineering office. Maps can also be ordered from the Map Service Center at 1-877-FEMA MAP. For more information about FIRMs, contact your local agencies or visit the FIRM site on the FEMA Webpage at <http://www.fema.gov/mit/tsd/tsdindex.htm>).

Using the FIRM, determine the flood zone(s) of the project site (Check all zones in the project area).

- VE or V 1-30
- AE or A 1-30
- AO or AH
- A (no base flood elevation given)
- B or X (shaded)
- C or X (unshaded)
- Floodway
- Coastal Barrier Resource Act (CBRA) Zone  
(Federal regulations strictly limit federal funding for projects in this zone; please coordinate with your state agency before submitting an application for a CBRA Zone project )
- If the FIRM Map for your area is not published, please attach a copy of the Flood Hazard Boundary Map (FHBM) for your area, with the project site and structures marked on the map

#### C. City or County Map with project site and photographs

- Attach a copy of a city or county scale map (large enough to show the entire project area) with the project site and structures marked on the map.
- USGS 1:24,000 topo map with project site marked on the map.
- For acquisition or elevation projects, include a copy of the Parcel Map (Tax Map, Property Identification Map, etc.) showing each property to be acquired. This map should include the Tax ID numbers for each parcel, if available.
- Attach photographs (2 copies each) for each project site. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, etc. and drainage areas which affect the project site or will be affected by the project.

#### D. Substantially Damaged Properties (SDP)

Attach SDP Form

Identify stream or river that is flooding \_\_\_\_\_

#### IV. Project Scope of Work /Budget

In this section, provide the details of all costs of the project. As this information is used for the Benefit-Cost Analysis, reasonable cost estimates are essential. As project administrative costs are calculated on a sliding scale, **do not** include this in the budget. **Do not** include contingency costs in the budget.

##### A. Acquisition Project: (summary of all properties)

ACTIVITY	NUMBER	COST	TOTAL COST
Acquisition		per unit	
Certified Real Estate Appraisal		per unit	
Appraisal Review		per unit	
Disconnect Utilities		per unit	
Property Survey		per unit	
Title Search, Deed Preparation, Attorney Feed		per unit	
Attorney Cost for Conservation Easement / Deed		per unit	
Installation of Erosion Controls		per unit	
Demolition		per unit	
Debris Transportation (included in demolition)		per unit	
Landfill Fee		per unit	
Grading		per unit	
Restabilization		per unit	
Erosion Control Plan Review and Inspection		per unit	
Permits and Plan Review Costs		per unit	
Uniform Relocation Assistance (URA)		per unit	
Bid Documents / Contract Management / Inspections		per unit	
<b>TOTAL ACQUISITION COSTS</b>			<b>0.00</b>

##### B. Elevation Project: (summary of all properties in Appendix A)

ACTIVITY	NUMBER	COST	TOTAL COST
Elevate Structure		per unit	
Utility Work - Plumbing, Water, Electric		per unit	
Construct New Building Foundation		per unit	
Title Search		per unit	
Surveying		per unit	
Restabilization of Site		per unit	
Demolish Old Building Foundation		per unit	
Cost of Transporting Debris		per unit	
Install Erosion Controls, Grade Property		per unit	
Agreement Preparation, Attorney Costs		per unit	
Temporary Family Relocation		per unit	
County Permit/Plan Review & Inspection Costs		per unit	
Other (please list)		per unit	0.00

<b>TOTAL ELEVATION COSTS</b>	
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**IV. Project Scope of Work /Budget (continued)**

**C. Relocation Project: (summary of all properties in Appendix A)**

<b>ACTIVITY</b>	<b>NUMBER</b>	<b>COST</b>	<b>TOTAL COST</b>
Excavate for New Foundation		per unit	
Construct New Foundation		per unit	
Construct Access & Driveway to New Location		per unit	
Move Building		per unit	
Demolish Old Building Foundation		per unit	
Utility Work: Plumbing, Water, Electrical		per unit	
Cost of Transporting Debris		per unit	
Grading of Property		per unit	
Restabilization of Site		per unit	
Surveying		per unit	
Title Search & Deed Preparation		per unit	
Closing/Attorney Costs		per unit	
Landfill Processing Costs		per unit	
County Permit/Plan Review and Inspection Costs		per unit	
Other (please list)		per unit	
<b>TOTAL RELOCATION COSTS</b>			<b>0.00</b>

**D. Other Project Activity**

<b>ACTIVITY</b>	<b>NUMBER</b>	<b>COST</b>	<b>TOTAL COST</b>
60Kw Propane Generator w/Transfer Switch	11	28,000.00	308,000.00
Installation of Generator	11	10,000.00	110,000.00
Construction Management	1	Lump Sum	11,000.00
Project Management	1	Lump Sum	11,000.00
		per unit	

		per unit	
<b>TOTAL COSTS</b>			<b>440,000.00</b>

**IV. Project Scope of Work /Budget (continued)**

**E. Funding Sources: (round to the nearest dollar)**

The maximum FEMA share for HMGP and FMA projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds which lose their Federal identity at the State level – such as CDBG, ARS, and HOME) may not be used for the State or Local match.

<b>Estimated FEMA Share</b>	\$ <u>330,000.00</u>	<u>75%</u> of Total
<b>Non-Federal Share</b>		
Estimated State Share	\$ <u>88,000.00</u>	<u>20%</u> of Total
Estimated Local Share (Include In-Kind Value)	\$ <u>22,000.00</u>	<u>5%</u> of Total
<b>Other Agency Share</b>	\$ _____	_____ % of Total
Identify Other Non-Federal Agency	_____	
<b>Other Non-FEMA Federal Funds</b>	\$ _____	Do Not Include In Total
Identify Other Federal Agency	_____	

**F. Project Milestones: List the major milestones in this project**

<b>ACTIVITY</b>	<b>DAYS TO COMPLETE</b>
Issue Purchase Order from Virginia State Contract	2
Order Delivery, Installation	180
Site Inspection/Testing of Generators	10
<b>TOTAL DAYS TO COMPLETE THIS PROJECT</b>	<b>192</b>

## V. Alternative Actions

*This application cannot be processed if this section is incomplete. List two feasible alternative projects to mitigate the hazards faced in the project area. One alternative is the "No Action Alternative".*

### A. No Action Alternative

Discuss the impacts on the project area if no action is taken.

1. No Action Alternative
2. Wait until local funding is available instead of a grant opportunity.

### B. Other Feasible Alternative

Discuss a feasible alternative to the proposed project. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Please include scope of work, engineering details (if applicable), estimated budget and the impacts of this alternative.

#### 1. Project Description

Describe, in detail, the proposed project. Also, explain how the proposed project will solve the problem(s)/ provide protection from the hazard(s).

**There is no alternative proposed project. Without this funding source, County would have to wait until an approved fiscal budget . All sites may not be approved with a Capital Improvement Plan on a local budget due to financial constraints.**

#### 2. Scope of Work

#### 3. Impacts of Alternative Project

Discuss the impact of this alternative on the project area. Include comments on these issues: Environmental Justice; Endangered Species; Wetlands; Hydrology (Upstream and Downstream Impacts); Floodplain/ Floodway; Historic Issues; Hazardous Materials.

**If alternative funds were available, each site could eventually be completed.n/a**

C. Reason for rejecting the "No Action Alternative" and "Other Feasible Alternative" (e.g. FEMA will not fund an elevation in the floodway.)

N/A

VI. Federal Act Compliance (NEPA/Historical Issues)

A. Environmental/Historical Information

1. Environmental Issues

Please check all that describe your project site:

- Checkboxes for Tidal waters, Tidal wetlands, Non-tidal waters, Non-tidal wetlands, 100 year floodplain, River, Lake or pond, Mudflats, Other (Explain)

Will the project impact (flood, drain, excavate, dredge, fill, shade, etc.) wetlands?

- Yes, No, Unknown checkboxes

Are you aware of any hazardous materials or substances located on the site of the project? Attach copy of Hazardous Material Survey Form completed and signed by the property owner.

- Yes, No, Unknown checkboxes

If "Yes", describe the suspected hazardous material in a separate attachment.

2. Historical Issues

Please check all that describe your project site:

- Checkboxes for Fifty years or older, Located in a historic district, On the National Register, Near a historic property, Near a historic district, Property/neighborhood reviewed for National Register Listing

3. Project Compliance Assurances

National Flood Insurance Program (NFIP)

The project is located in Pittsylvania County, Virginia, a participant in NFIP in good standing.

The project is located in zones See Attached, a non-surveyed 100-year floodplain, on panel # in (county/city/town) VA.

Environmental Justice

Will the project have any adverse affects on the low to moderate income population?

- Yes, No checkboxes

Will the project have any adverse effects on a minority population?

- Yes, No checkboxes

4. Was a public meeting held?

Please describe the public participation process including public review of mitigation options.

- Yes, No checkboxes

County has a Regional Hazard Mitigation Plan which includes the proposal mitigation efforts. Public hearing was allowed for input.

## B. Environmental/Historical Review

The following list of State and Federal Agencies is supplied for your convenience as a source of reviewing agencies. If you can obtain documentation from local or regional offices of these agencies, please include supporting documents, including request for review letter, with your application. If you cannot obtain the documentation, the State Hazard Mitigation Officer will coordinate the review of the application by state and federal environmental and historic agencies prior to sending the application to FEMA. ALL SIGNED AGENCY REVIEW LETTERS MUST BE RECEIVED BY FEMA PRIOR TO YOUR APPLICATION BEING APPROVED.

### Environmental (Wetlands, endangered species, air and water quality)

1. U. S. Army Corps of Engineers (floodplain and wetland issues)
2. Virginia Department of Conservation and Recreation (DCR)
3. Virginia Department of Environmental Quality (DEQ)
4. Virginia Department of Game and Inland Fisheries
5. Virginia Department of Agriculture and Consumer Services
6. United States Department of Agriculture (Endangers plants and insects)
7. United State Fish and Wildlife Service (Federally listed endangered species)
8. Local Planning Commission (impact of project to low-income or minority people)

### Historical

1. Advisory Council on Historic Preservation, Washington, D.C.
2. Virginia Department of Historic Resources

## VII. Processing Procedures

**Concurrent Processing** - When your application is received by the state, an application number is assigned. This number will be used when referring to your project. Copies of the application will be forwarded to all regulatory and advisory agencies by the state. Because of differences in jurisdiction and laws, these agencies will perform separate but concurrent reviews of your project.

**Site Inspections** - Site inspections are necessary to evaluate proposals before, during, and after a project is approved. Failure to allow an authorized representative to enter or to take photographs of conditions at the project site may result in project denial.

**Public Notice and Public Hearings** - The affected state and local agencies will follow their individual regulations for advertising the project which may require publication in local newspapers. Comments received pursuant to a public notice are considered by each agency in reaching their decisions. Comments must be made in writing and received by the close of the comment period specified in the public notice. Public hearings may be held by local, state or federal agencies. The purpose of a federal public hearing is to acquire information that is pertinent to the decision-making process and cannot be obtained through other means. Few projects require a public hearing. When a hearing is necessary, a decision on the project will not be made at the hearing.

**Finalization of Process** - If the project is acceptable by the Regulatory and Advisory Agencies, FEMA will notify the Virginia Department of Emergency Services. Approval from the state must be received in writing before any work can begin. Failure to receive pre-approval may forfeit project funding. If the project is denied, the reasons for denial will be provided in writing.

## VIII. Federal Penalties for Violations

U.S. ARMY CORPS OF ENGINEERS, Section 10 of the Rivers and Harbors Act of March 1899 (33 U.S.C. 401, 403, & 404) - Penalties as provided by Section 12 of the Act (33 U.S.C. 406) are not less than \$500 or more than \$2,500 or more than \$2,500 or 1 year imprisonment or both.

U.S. ARMY CORPS OF ENGINEERS & U. S. ENVIRONMENTAL PROTECTION AGENCY (EPA), Section 404 of the Clean Water Act (33 U.S.C. 1251, et sec.) - Criminal penalties are not less than \$2,500 per day or more than \$25,000 per day or up to 1 year imprisonment or both: after the first violation (conviction) not more than \$50,000 per day or up to 2 years imprisonment or both. Civil penalties may be as much as \$25,000 for each day of violation. False Statements - Falsifying information in the application may result in a maximum fine of \$20,000 or up to 6 months imprisonment or both. EPA has the authority to assess administrative penalties up to \$125,000 for violations of Section 404 of the Clean Water Act.

## IX. Related Commonwealth of Virginia Codes

**Virginia Department Of Emergency Services** - Title 44, Code of VA Section 146.22 authorizes the development of measures to prevent or reduce harmful consequences of disasters. Section 146.27. Authorizes acceptance of federal funds and the supplementation of federal funds by state and local governments.

**Virginia Marine Resources Commission** - Title 28.2, Code of Virginia Chapter 12 - Submerged Lands, Chapter 13 – Wetlands, and Chapter 14 - Coastal Primary Sand Dunes & Beaches. For violations under each Chapter, the Commission or local Wetlands Board may assess civil charges up to \$10,000. Civil penalties, up to \$25,000 for each day of the violation, may be assessed by an appropriate circuit court.

**Virginia Department Of Environmental Quality** - Chapter 3.1 Section 62.1-44 may assess civil penalties of up to \$25,000 per day. Willful or negligent violations are punishable by not more than 12 months in jail and a fine of not less than \$2,500 or more than \$25,000. Persons convicted of a felony under this section are punishable by not less than 1 year nor more than three years in jail and fines not less than \$5,000 nor more than \$50,000. Should the felony involve imminent danger of death or serious bodily harm, it is punishable by not less than 2 years or more than 15 years in prison and a fine of not less than \$250,000.

## X. Project Compliance Assurances

### A. Code Compliance

Will the project meet all applicable codes and standards for the project locale, i.e., construction or building, public notification, etc.?

Yes  No

If Yes, please list the type and date of applicable codes. If the answer is No, explain why the project requires an exemption or variance from one or more codes.

County has a Building Permit Process and Zoning Compliance Office. Applicant will follow local laws and ordinances

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### B. Regulatory Compliance

Will the project comply with all Federal, State and Local laws and regulations including but not limited to the following:

Applicable Health Codes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Water and Air Quality	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Wetland Management	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Floodplain Management	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Other Regulatory Requirements	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

### C. Permits and Permission for Work

List any permits applied for, or granted, in relationship to this project.

None

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## XI. Substitution List

The Period of Availability is the timeframe in which applications can be submitted against a funding source. All potential substitutions must be identified during this time. Potential substitutions can be additional properties or projects that can be included within this project. For example, if you are proposing to acquire 4 homes, any additional potential acquisitions can be within this list in the case that one of the original 4 homes drops out of the project. If no substitutions were identified, the funds from the dropped home would be lost.

Please list any potential substitutions (this list can be as long as you like). If these substitutions are needed, we will request that you retrieve the additional data (such as the property information sheet, voluntary participation form, etc.) at that time.

### 1. Project Description

None

### 2. Please complete the spreadsheet

Name	Address	Latitude	Longitude

## XII. Maintenance Agreement

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, equipment, structures, or facilities, must first sign the following agreement prior to submitting their application to FEMA.

(NOTE: those applicants whose project only involves the retrofitting, elevation, or other modification to private property where the ownership will remain private after the project completion, DO NOT have to complete this form.)

Are there any long term maintenance requirements following project completion?  
X Yes  No

If Yes, please describe. (Indicate the maintenance schedule to be performed by the applicant throughout the life of the project)

Generators will be purchased with annual maintenance contracts following warranty period.  
\_\_\_\_\_  
\_\_\_\_\_

The County of Pittsylvania, State of Virginia, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the routine maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth; and equipment maintenance.

The purpose of this agreement is to make clear the Subgrantee's maintenance responsibilities following project award and to show the Subgrantee's acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by Clarence C. Monday the duly authorized  
(printed or typed name of signing official)

County Administrator of Pittsylvania County, VA  
(title) (name of applicant)

this 29th (day) of November (month), 2016 (year).

Signature \_\_\_\_\_

# **PUBLIC HEARING**

# **NEW BUSINESS**

PITTSYLVANIA COUNTY  
Board of Supervisors

EXECUTIVE SUMMARY

<b><u>AGENDA TITLE:</u></b> Animal Shelter Update	<b><u>AGENDA DATE:</u></b> December 13, 2016	<b><u>ITEM NUMBER:</u></b> 7
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Animal Shelter Update	<b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b> Yes
<b><u>STAFF CONTACT(S):</u></b> Mr. Smitherman; Mr. Hawker	<b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>
	<b><u>ATTACHMENTS:</u></b> No	
	<b><u>REVIEWED BY:</u></b> <i>GMS</i>	

**BACKGROUND:**

**DISCUSSION:**

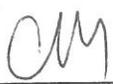
Mr. Otis Hawker, Assistant County Administrator for Operations will present an update to the Board of Supervisors on the Pittsylvania County Animal Shelter.

**RECOMMENDATION:**

Staff submits this for the Board of Supervisors consideration.

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> Award Chiller and Pump Replacement</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Award contract to Moore's Electrical &amp; Mechanical Construction, Inc.</p> <p><b><u>STAFF CONTACT(S):</u></b> Mr. Monday, Kim Van Der Hyde, Otis Hawker, Darrell Dalton, Connie Gibson</p>	<p><b><u>AGENDA DATE:</u></b> 12/13/16</p> <p><b><u>ACTION:</u></b> Yes</p> <p><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b></p> <p><b><u>ATTACHMENTS:</u></b> 1) Invitation for Bid 2) Bid Sheet</p> <p><b><u>REVIEWED BY:</u></b> </p>	<p><b><u>ITEM NUMBER:</u></b> 8</p> <p><b><u>INFORMATION:</u></b></p> <p><b><u>INFORMATION:</u></b></p>
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**BACKGROUND:**

The Purpose and Intent of the Invitation for Bid is to establish a firm fixed price contract with one (1) qualified source to furnish, deliver and install a Water Cooled Chiller for Pittsylvania County Court House, in accordance with the specifications, terms and conditions stated in the IFB.

**DISCUSSION:**

The Purchasing Department mailed out 8 copies of the IFB 2016-11-10. We advertised in 2 local newspapers, posted on the County's public notice board, County's website and the Virginia Business Opportunity website (1449 vendors received electronically). We received six responses. Low bid was \$130,500 from Moore's Electrical & Mechanical Construction, Inc.

**RECOMMENDATION:**

Staff recommends the Board of Supervisors:

- (1) Award the base bid to Moore's Electrical & Mechanical Construction, Inc. for \$130,500, and;
- (2) Appropriate \$146,100, from Unappropriated Surplus, for the base bid (\$130,500) plus \$15,600 for a 5-year extended warranty. *Motion (2) requires a 10-Day Layover.*

CHILLER REPLACEMENT			
12/8/2016 2:00pm	Eligibility	Disclaimer	Bid Price
Confort System USA	X	X	\$131,663.00
Moore's Electric	X	X	\$130,500.00
Riddleberger Brothers	X	X	\$139,101.00
Southern Air, Inc.	X	X	\$152,685.00
Valley Broiler & Mechanical Inc.	X	X	\$166,000.00
Valley Industrial Piping Inc	X	X	\$180,576.98



**PITTSYLVANIA COUNTY  
BOARD OF SUPERVISORS**

**INVITATION FOR BID  
PITTSYLVANIA COUNTY  
CHILLER AND PUMP REPLACEMENT  
IFB- 2016-11-10**

**NOVEMBER 10, 2016**

**CONNIE GIBSON, PURCHASING MANAGER  
(434) 432-7744**

## INVITATION FOR BIDS

**Issue Date:** November 10, 2016

**IFB# 2016-11-10**

**Issuing:** Pittsylvania County, Virginia, Purchasing Department

**Title:** Chiller and Pump Replacement

Sealed Bids Will Be Received Until 2:00 P.M., December 8, 2016, and then publicly opened, for furnishing the following described equipment, materials, and/or services, for delivery and/or performance. Public opening will be in the conference room located at 1 Center Street, Chatham, VA 24531. **Bids received after the deadline will be disqualified.**

Mailing address: Connie Gibson  
Pittsylvania County Purchasing Department  
P.O. Box 426 – 1 Center Street  
Chatham, VA 24531

Copies of the Bid Documents may be obtained at the Purchasing Department located in County Administration Building 1 Center Street, Virginia, at no charge. You may also download this bid at [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov) website.

All inquiries for bid information should be directed to: Connie Gibson, Purchasing Manager, telephone number: (434) 432-7744, Fax: (434) 432-7746, or [connie.gibson@pittgov.org](mailto:connie.gibson@pittgov.org).

**Please mark outside of envelope as follows:**

**IFB 2016-11-10**

**Chiller and Pump Replacement**

Pre-Bid Mandatory Conference – There will be a **mandatory** pre-bid conference on Monday, November 21, 2016, at 10:00 a.m., in the County Administration Conference Room, 1 Center Street, Chatham, Virginia. Representatives from Building and Grounds will be available to discuss our needs and answer any questions. We will tour the areas the chiller is to be installed

Note: The County of Pittsylvania, Virginia does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1, 1950 as amended or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal, State, and County law relating to discrimination in employment or contracting.

## 1. PURPOSE

The Purpose and Intent of this Invitation for Bid is to establish a firm fixed price contract with one (1) qualified source to furnish, deliver and install a Water Cooled Chiller for Pittsylvania County Court House, in accordance with the specifications, terms and conditions stated herein.

### **CONTRACT ADMINISTRATOR/PROJECT MANAGER:**

As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and in the coordination and scheduling of the installation of the chiller.

Darrell Dalton: Director of Building and Grounds

## 2. SCOPE OF SERVICE

### A. CHILLER

Contractor shall provide all necessary parts, labor, tools, materials, equipment and resources as may be required to furnish, deliver and install one (1) new Trane CGWQ60 water cooled chiller, 60 ton, 2 circuit. **No substitutions.**

- Remove existing chiller and piping and dispose off- site.
- Provide new piping connectors with shutoff valves, flex connectors, gauges and thermometers.
- Insulate new piping to match existing.
- One new monitor shall be provided and installed with sensor, alarm and strobes.

### B. PUMP REPLACEMENT

Contractor shall provide all necessary parts, labor, tools materials and equipment to install three (3) base mounted pumps.

- Remove existing pumps.
- Pumps shall match existing gallons per minute and feet of head and new piping shall be reconnected to existing at approximately 6' above finished floor.
- Electrical feeds shall be connected to new pumps.
- Install new valves and new flexible connectors for pumps

### C. By Pass Valve

Contract shall provide and install one (1) new By Pass Valve

- Remove existing valve
- Install new By Pass valve
- Rework piping for connecting to new valve

Contractor shall perform pre-functional testing and start-up, including a demonstration of full operational capabilities of the equipment and to provide training to staff. Because the chiller is located in the Courthouse, all work will need to be coordinated with the Director of Building and Grounds. Contractor must obtain a Building Permit with Pittsylvania County, at no cost.

## SPECIAL TERMS AND CONDITIONS

1. **ADDITIONAL SERVICES:** In the event that the County requires additional services of a similar nature as those included in the scope of services in this solicitation, the Contractor shall provide the County with a written estimate of the total costs to complete the work required. If the County determines that the estimated price is not fair and reasonable, it has the right to ask the Contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the County reserves the right to obtain additional quotes from other vendors.
2. **ADDITIONAL USERS:** This procurement is being conducted on behalf of the Pittsylvania County Board of Supervisors, state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
3. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the 60 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
4. **BID PRICES:** Bids prices shall be in the form of firm, fixed, delivered unit price, in accordance with the specifications and terms and conditions identified herein. All prices shall include all direct and indirect costs such as travel, disposal fees, permits, profit and overhead, supervision, etc.
5. **BRAND NAME SPECIFIED:** The manufacturers specified in Scope of Service, is the only manufacturer that is acceptable. Substitute manufacturers will not be accepted. Bids will be considered non-responsive if other than the specified manufacturer is specified.
6. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the County of Pittsylvania, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
7. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.

8. **NON-APPROPRIATION BY PUBLIC BODY:** Bidder acknowledges that Pittsylvania County is a governmental entity, and that contract validity is based upon the availability of public funding under the authority of the Board of Supervisors. In the event that public funds are unavailable and/or not appropriated for the performance of the County's obligations under any contract, then the contract shall automatically expire without penalty to the County upon receipt of written 30-day notice by the County to the Contractor of the unavailability and/or non-appropriation of public funds.
9. **Award:** An award will be made to the lowest responsive and responsible. Evaluation will be based on grand total. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. Pittsylvania County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
10. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award, as a result of this solicitation, the County will publicly post such notice on the Pittsylvania County website ([www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov)) and at the County Administration Building, located at 1 Center Street, Chatham, VA, 24531.

**PITTSYLVANIA COUNTY  
BOARD OF SUPERVISORS  
PURCHASING DEPARTMENT**

**I. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS**

1. Reservation of County Rights:

The County reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the County, subject to the provisions under the Virginia Public Procurement Act.

The County does not discriminate against faith-based organizations.

2. Laws of the Commonwealth:

Any purchase order/contract resulting from this bid process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful bidders providing goods to the County herewith assure the County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of over \$10,000 the provisions in 1 and 2 below apply:

- (1) During the performance of this contract, the contractor agrees as follows:
  - A. Nondiscrimination Clause: 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.
  - B. Equal Opportunity Employer: 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.
  - C. 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.
- (2) Subcontractors: The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- (3) Drug Free Workplace – During the performance of this 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, 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 such provision will be binding upon each subcontractor or vendor.

3. Tax Exemption:

The County is exempt from State sales, and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes. Excise exemption registration NO. 54-600-1508 may be used when required or necessary on behalf of the County.

4. Modifications, Additions, or Changes:

Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.

5. Delivery Point:  
Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the County as directed by the Central Purchasing Department.
6. Transportation and Packaging:  
The authorized agent by signing this bid certifies and warrants that the bid price offered for F.O.B. destination, includes only the actual freight rate costs at the lowest and best rate and is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description and number, size and quantity.
7. Evaluation of Bid Documents:  
If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders shall submit a written request, within the time frame provided, after receipt of the invitation to bid to the Central Purchasing Department. The Central Purchasing Department will have final authority to review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions. Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Central Purchasing Department will not be responsible for explanations or interpretations of the bid documents, except as issued in writing by the Purchasing Manager and/or County Administrator.
8. Default:  
In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.
9. Anti-Collusion Certification:  
The authorized agent by signing this bid certifies and warrants that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The signing agent understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.
10. Kickbacks:  
The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchange. Further, no

person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

11. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor, shall confer on any public employee or official having formal responsibility for a procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

12. Termination/Cancellation of Contract:

Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the County for cause, default or negligence on the party of the appraiser or firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination of Cause.

C. Non-Appropriation Clause/Termination due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

13. Quantities:

Quantities set forth in this invitation are estimates only, and the successful bidder shall supply at bid prices actual quantities as ordered regardless of whether such total quantities are more or less than those shown.

14. Ordering:

All orders from the County shall be issued by the Central Purchasing Department. A County purchase order number is required for the contract; yet partial order quantities and deliveries will be accepted upon request or as outlined in the Special Specifications, by the Central Purchasing Department. No other department or personnel other than those in the Central Purchasing Department of the County are qualified to issue purchase orders, make changes in orders, or accept delivery on orders under this contract without specific written authorization being received by the contractor from the Central Purchasing Department or as otherwise specified in the Special Specifications.

15. Invoices/Billing Process:  
Invoices for items ordered, delivered, and accepted by the Central Purchasing Department or authorized departments shall be submitted by the contractor directly to the Accounting Department, at the address shown on the purchase order. The purchase order number must be referenced on all invoices regardless of quantities delivered, backordered, etc. Any outstanding quantities not included in the billing or invoice should be shown on a separate statement specifically marked, as not being an invoice for payment yet is an accountability of items and cost outstanding.
16. Discounts:  
All bids will be evaluated and awarded on net prices. Cash discounts will not be considered in making awards. If cash discounts for prompt payment are offered, it must be clearly shown on the bid forms in the space provided. On monthly invoices any payment terms must be clearly marked. The County will attempt to take advantage of any such discounts provided our timetable allows us to do so.
17. Hold Harmless:  
The successful contractor assumes and agrees to indemnify, defend and hold harmless Pittsylvania County, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, labor, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence on the part of the using agency or to the manner outlined by the contractor and description literature or specifications submitted with the contractor's bid.
18. Warranty:  
The contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the contractor, his subcontractor or other agents. The warranty shall be in effect for the period of time specified.
19. Contractual Intent  
Upon successful award of this bid by the County, it is the County's intent to have a written contract fully executed by all participating parties. This contract shall delineate the capacity, performances and considerations for all parties involved.  
  
The contents of the bid submitted by the successful bidder and the bid specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contract for Services" with the County.
20. Insurance  
By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will maintain all required Worker's Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **Copies of insurance certificates shall be submitted with all bids/proposals.**

21. Use of Name Brands Within These Specifications:

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to prospective bidders the general style, type, character and quality of article desired, and wherever in specifications or contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

22. Access To Records:

The County Administrator or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers and records of the County Administrator in the event of litigation or arbitration involving this Agreement, rights of access, examination and copying hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.

PITTSYLVANIA COUNTY

EXECUTIVE SUMMARY

<b><u>AGENDA TITLE:</u></b> Temporary Use of Public Property – Intertape (Intertape Polymer Group)	<b><u>AGENDA DATE:</u></b> 12-13-2016	<b><u>ITEM NUMBER:</u></b> 9
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Temporary Use of County Owned Property	<b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>
<b><u>STAFF CONTACT(S):</u></b>  Mr. Smitherman Mr. Sides	<b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b>  <b><u>INFORMATION:</u></b>	
	<b><u>ATTACHMENTS:</u> Yes</b>	
	<b><u>REVIEWED BY:</u></b> 	

**BACKGROUND:**

The Intertape Polymer Group facility in Pittsylvania County is expanding its operations and facility. During the construction process, the company will need to temporarily close its private access road located between Ringgold Industrial Parkway and Eagle Springs Road. This will create a burden on the operation of the company due to the inability of large trucks to access portions of the complex.

**DISCUSSION:**

Intertape has contacted the County about possibly using a piece of property owned by Pittsylvania County on Eagle Springs Road for a temporary truck turn around area. With this turn around area, the company's trucks would be able to access the existing facility from either Ringgold Industrial Parkway or Eagle Springs Road. Pittsylvania County currently owns parcel 2338-50-3839, which measures 10.72 acres. Only a small portion of the property, located east of the existing rail line and south of Eagle Springs Road, would be needed. Because this property is publicly owned, a Public Hearing would be required before taking any action relating to use of the property. Prior to the Public Hearing, the County Attorney would need to draft an agreement stipulating the temporary use of the property along with addressing stabilization and liability issues.

**RECOMMENDATION:**

The Board will need to hold a Public Hearing before taking any action on a temporary use agreement. In order to keep the Intertape Polymer Group in full operation, and meet their construction schedule, staff recommends that the Board schedule a Public Hearing for the adjourned meeting in January 2017.

**From:** Charles Clarke  
**To:** Greg Sides  
**Subject:** Intertape Polymer Project  
**Date:** Thursday, November 17, 2016 11:33:57 AM

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Hello Greg,

Tried unsuccessfully to reach you via phone and decide to shoot you an e-mail. We probably need to discuss this over the phone, but here is our basic request.

As you are probably aware Intertape is getting ready to start a building project on our site in the industrial park here in Ringgold. Because of the nature of the project we are going to have to close off the service road that goes behind our plant. This will create a problem with receiving materials via tractor trailer trucks along the service road that will be closed. One potential solution would be to create a "turn around" spot close to the service road, but on the other side of Eagle Springs road. The location we are looking at belongs to Pittsylvania County.

So, want to discuss the possible scenarios that would allow us to create this truck "turn around" area on that piece of land that belongs to the county.

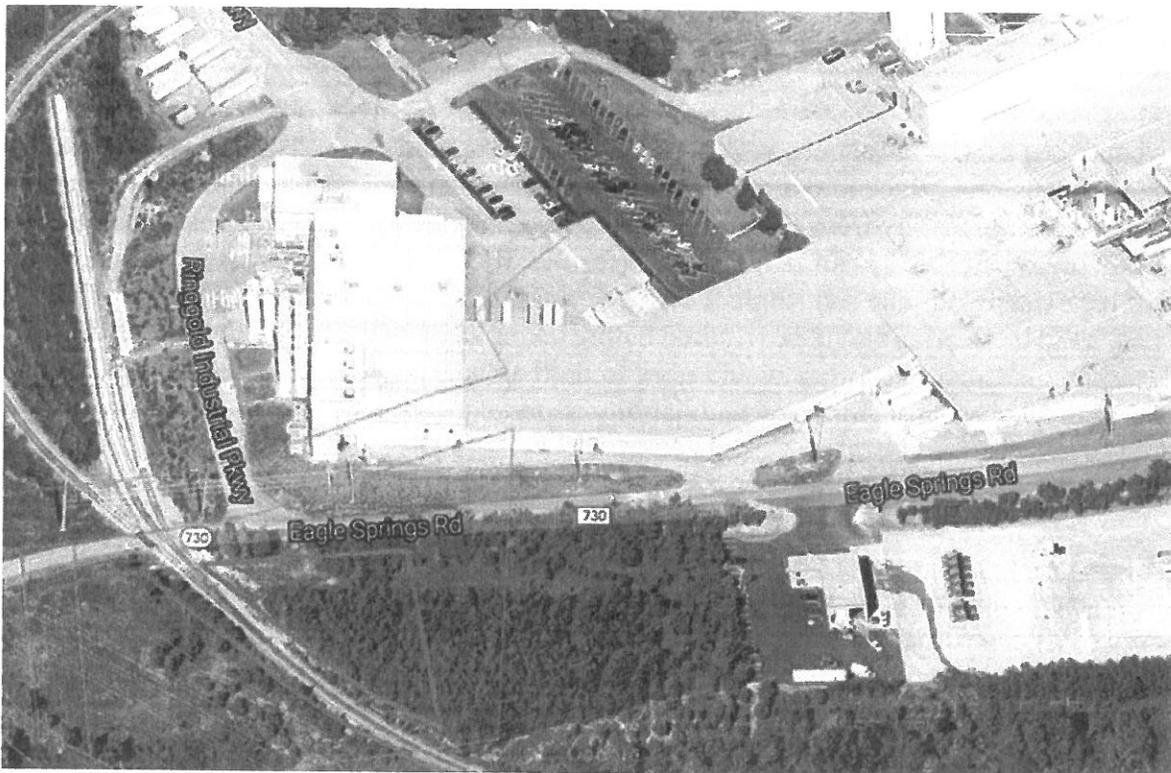
The service road will only be temporarily closed during the building project.

The property in question is represented by the triangle shaped area in the lower left of the attached picture.

Please let me know when we can discuss or if I need to be talking to someone else about this.

Best Regard,

Charles Clarke



Charles Clarke  
Engineering  
Intertape Polymer – Danville  
Office 434-773-4349  
Cell 434-441-7769

“Do for one what you wish you could do for all”



# PITTSYLVANIA COUNTY

## EXECUTIVE SUMMARY

<b><u>AGENDA TITLE:</u></b> Amendment to Pittsylvania County Zoning Ordinance for Solar Energy Facilities	<b><u>AGENDA DATE:</u></b> 12-13-2016	<b><u>ITEM NUMBER:</u></b> 10
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Recommendation from the Pittsylvania County Planning Commission	<b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>
<b><u>STAFF CONTACT(S):</u></b>  Mr. Smitherman Mr. Sides	<b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b>  <b><u>INFORMATION:</u></b>	
	<b><u>ATTACHMENTS:</u> Yes</b>	
	<b><u>REVIEWED BY:</u></b> 	

### **BACKGROUND:**

The Legislative Committee of the Pittsylvania County Board of Supervisors requested that staff prepare and submit a document to regulate the review and permitting of solar energy facilities in the County. A draft document was presented at the July 19, 2016 meeting of the Legislative Committee that proposed a section regulating solar energy be added to the Pittsylvania County Zoning Ordinance, under the Supplementary Regulation section. The draft document included all the allowable regulatory design and permitting criteria authorized to local governments by the Code of Virginia. The standard procedure for zoning ordinance amendments is that the governing body would refer the proposed amendment to the Planning Commission for its recommendations. Included in this process is a Public Hearing by the Planning Commission, followed by its recommendation to the governing body. The governing body would then hold at least one public hearing before approving and adopting the zoning ordinance amendment. At their August 1, 2016 meeting, The Board referred the proposed amendment to the Planning Commission for review and recommendation.

### **DISCUSSION:**

The Pittsylvania County Planning Commission reviewed the proposed amendments relating to solar energy facilities over the course of several meetings and worksessions. Additional revisions were agreed to and a Public Hearing was properly advertised and held on November 1, 2016. Following the Public Hearing, the Planning Commission voted by a 6 to 0 vote (2 members were absent) to recommend that the Board of Supervisors approve the proposed amendments to Chapter 35 of the Zoning Ordinance (attached).

### **RECOMMENDATION:**

The Planning Commission has recommended a proposal with minor variations from the original Legislative Committee document. **Staff recommends that the Board refer the proposed amendments for solar energy to the Board of Supervisors Legislative Committee, to allow a chance for the Committee to thoroughly review and understand the proposal prior to further official Board action.**

**PITTSYLVANIA COUNTY**  
VIRGINIA

Department of Code Compliance  
P.O. Drawer D  
Chatham, Virginia 24531

Odie H. Shelton, Jr., Director



Phone Numbers:  
Inspections (434) 432-7750  
Zoning (434) 432-1771  
Fax (434) 432-7919

**MEMORANDUM**

**TO:** Clarence Monday, County Administrator  
**FROM:** Odie H. Shelton, Jr., Director of Code Compliance  
**DATE:** November 2, 2016  
**SUBJECT:** Amendment to the Zoning Ordinance

*Odie H. Shelton, Jr. / KHb*

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The Pittsylvania County Planning Commission held a public hearing on Tuesday, November 1, 2016, regarding the proposed amendment to the Pittsylvania County Zoning Ordinance, Chapter 35, for the addition of the following: Solar Energy Ordinance.

The Planning Commission recommended by a 6 to 0 vote (2 members were absent), with no opposition, that the Board of Supervisors approve the proposed change.

Should you have any questions regarding this matter, please feel free to contact me at any time.

OHS, Jr. /khb

C: J. Vaden Hunt, County Attorney  
Greg Sides, Assistant County Administrator

DRAFT

**Pittsylvania County Zoning Ordinance Article I, Division 3 Definitions**

**Solar energy facility, large-scale:** A private solar energy conversion system, whose primary purpose is to produce power, or off-set power use, for on-site commercial, agricultural and industrial applications, consisting of photovoltaic panels, support structures, and associated control, conversion, and transmission hardware which has the rated capacity to produce more than 25 kilowatts (kW) of electrical power and which has a total site area of five (5) acres or less.

**Solar energy facility, small system:** A private solar energy conversion system, whose primary purpose is to produce power, or off-set power use, for residential applications, consisting of photovoltaic panels, support structures, and associated control, conversion, and transmission hardware which has the rated capacity to produce not more than 25 kilowatts (kW) of electrical power.

**Solar energy facility, utility-scale:** An energy conversion system, whose primary purpose is to produce power for consumption by, or under contract to, a utility provider, consisting of photovoltaic panels, support structures, and associated control, conversion, and transmission hardware which has a total site area of more than five (5) acres.

**Pittsylvania County Zoning Ordinance Article II, Division 4, Supplementary Regulations**

**Sec. 35-141 Solar Energy Facilities.**

The following guidelines are intended to promote and regulate the development of solar energy facilities in Pittsylvania County while protecting the public health, safety and general welfare of the community.

**Sec. 35-141(A) Small Solar Energy Facilities**

Small solar energy facilities shall be a Permitted Use in all zoning districts:

1. Roof-mounted small solar energy facilities may be mounted on a principal building or an accessory building but shall not exceed the maximum building height requirements for the zoning district in which they are located and shall not be more than three (3) feet higher than the finished roof to which it is mounted. These facilities shall meet the building setback requirements for the structures to which they are affixed and shall not extend beyond the exterior perimeter of the structure roof.
2. Ground-mounted small solar energy facilities shall meet the minimum setbacks for principal or accessory structures in the zoning districts which they are located. The maximum height of these facilities shall be 15 feet as measured from the grade or base of the facility to its highest point.
3. All small solar energy facilities shall be configured to avoid glare and heat transference to adjacent properties.

4. All small solar energy facilities shall utilize components which have a UL listing or equivalent and fully comply with all applicable building and electrical codes, and shall not generate or create electrical interruptions or interference with existing electrical or electronic uses.

#### **Sec. 35-141(B) Large Scale Solar Energy Facilities**

1. Roof-mounted large-scale solar energy facilities shall be a Permitted Use in all zoning districts when affixed to the roof of an existing or properly permitted commercial, governmental, industrial, agricultural or institutional building. These facilities shall meet the building setback requirements for the structures to which they are affixed and shall meet all design requirements specified for small solar energy facilities.
2. Ground-mounted large-scale solar energy facilities shall be by Special Use Permit in the M-1 Industrial District, Light Industry zoning district and the M-2 Industrial District, Heavy Industry zoning district, and in the A-1 Agricultural zoning district.. .

#### **Sec. 35-141(C) Utility Scale Solar Energy Facility**

Utility-scale solar energy facilities shall be by Special Use Permit in the M-1 Industrial District, Light Industry zoning district and the M-2 Industrial District, Heavy Industry zoning district, and in the A-1 Agricultural zoning district.

#### **Sec. 35-141(D) Permitting Requirements for Large and Utility Scale Solar Energy Facilities**

In addition to the requirements of Article V, Division 4 (Site Development Plans) and, where applicable, Article V, Division 3 (Special Use Permits ) of Chapter 35, Pittsylvania County Zoning Ordinance, the following documents and information must be provided for review and approval of large- and utility-scale solar energy facilities:

1. A narrative identifying the applicant, owner, and operator, and describing the proposed solar energy project, including: an overview of the project and its location, approximate rated capacity of the solar energy project, the approximate number, representative types and expected footprint of solar equipment to be constructed, and a description of ancillary facilities, if applicable;
2. Project site development and landscape plans demonstrating that the solar project minimizes impacts on the visual character of an existing public right-of-way (ROW) or historic properties listed on the Virginia Landmarks Register, or the National Register of Historic Places.
3. A site plan meeting the requirements of Chapter 35, Article V, Division 4 Pittsylvania County Code, including the following additional information and details:
  - a) Property lines and setbacks as set out below, unless otherwise prescribed by the Board of Zoning Appeals as a condition of approval for a Special Use Permit.
    - Front, side and rear setbacks shall be a minimum of 50 feet.
  - b) Existing and proposed buildings and structures, including preliminary location(s) of the proposed solar equipment.

- c) Existing and proposed access roads, drives, turnout locations, and parking; however, this requirement shall not exceed VDOT requirements for other types of projects in the underlying zoning district.
- d) Location of substations, electrical cabling from the solar systems to the substations, ancillary equipment, buildings, and structures (including those within any applicable setbacks).
- e) Fencing, or other methods of ensuring public safety, in accordance with Section 35-121.
- f) Buffering as required based on the visual impacts of the project or as required by the Board of Zoning Appeals as a condition of approval for a Special Use Permit. Required buffers shall be placed or preserved between any required fencing and adjoining properties and/or adjacent rights-of-way. On a side facing a public right-of-way, and where no vegetated buffer exists, required screening shall be placed within the twenty-five (25) feet closest to the perimeter of the site area. Buffering or vegetative screening shall comply with Section 35-121.
- g) Additional information may be required, as determined by the Zoning Administrator, such as a scaled elevation view and other supporting drawings, photographs of the proposed site, photo or other realistic simulations or modeling of the proposed solar energy project from potentially sensitive locations as deemed necessary by the Zoning Administrator to assess the visual impact of the project, landscaping and screening plan, coverage map, and additional information that may be necessary for a technical review of the proposal.

4. Documentation shall include proof of control over the land or possession of the right to use the land in the manner requested. The applicant may redact sensitive financial or confidential information.

5. Document that the panels are located and installed so that the sum of the glare is directed away from an adjoining property or public rights of way.

6. The applicant shall provide proof of adequate liability insurance for a large and utility-scale solar facility prior to issuance of a zoning or building permit.

#### **Sec. 35-141(E) Decommissioning Requirements for Large and Utility Scale Solar Energy Facilities**

The owner or operator of a large or utility scale solar energy facility shall completely decommission a facility within 12 months if the facility ceases to generate electricity for a continuous period of 12 months. This period may be extended by the Board of Zoning Appeals if the owner or operator provides evidence that the failure to generate electricity is due to circumstances beyond their control and the facility has not been abandoned. Decommissioning shall include the removal of all solar collectors, cabling, electrical components, fencing and any other associated equipment, facilities and structures to a depth of at least 36 inches and stabilization of the site. A decommissioning plan shall be submitted, which shall include the following: (1) the anticipated life of the project; (2) the estimated decommissioning cost in current dollars; (3) how said estimate was determined; and (4) the manner in which the project will be decommissioned. As allowed by Section 35-714 of the Pittsylvania County Zoning Ordinance, the Board of Zoning Appeals

shall require a bond with surety or other approved security to ensure compliance with conditions imposed in a Special Use Permit. The plan shall acknowledge that if at any time the project is declared to be an unsafe structure by the Pittsylvania County Building Code Official, the terms of the "unsafe structure" code shall apply.

#### **Sec. 35-141(F) General Requirements for Large and Utility Scale Solar Energy Facilities**

1. The height of roof mounted large and utility-scale solar energy facilities shall not exceed the maximum height of other structures as permitted in the zoning district, and the maximum height of ground mounted facilities shall be 15 feet, as measured from the grade or base of the facility to its highest point, or shall be as approved by the Board of Zoning Appeals as a condition of approval for a Special Use Permit.
2. Warning signage shall be placed on solar equipment and facilities to the extent appropriate. Solar equipment shall not be used for the display of advertising, except for reasonable identification of the photovoltaic equipment manufacturer or operator of the solar energy facility. All signs, flags, streamers or similar items, both temporary and permanent, are prohibited on solar equipment except as follows: (a) manufacturer's or installer's identification; (b) warning signs and placards; (c) signs that may be required by a federal agency; and (d) signs that provide a 24-hour emergency contact phone number and warn of any danger. Educational signs providing information about the project and the benefits of renewable energy may be allowed as provided in Article II, Division 3 of the Pittsylvania County Zoning Ordinance.
3. All large and utility scale solar energy facilities shall utilize components which have a UL listing or equivalent and fully comply with all applicable building and electrical codes, and shall not generate or create electrical interruptions or interference with existing electrical or electronic uses.
4. All large and utility scale solar energy facilities shall comply with all applicable state and federal permitting and regulatory requirements.
5. All large and utility scale solar energy facilities must comply with the Pittsylvania County Noise Ordinance, but the requirements shall be no more stringent than for other development in the underlying zoning district.

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<b><u>AGENDA TITLE:</u></b> Virginia Business Ready Sites Program – Site Characterization Grant Performance Agreement for Southern Virginia Multimodal Park	<b><u>AGENDA DATE:</u></b> 12-13-2016	<b><u>ITEM NUMBER:</u></b> 11
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b>  Accept grant funds and direct County Administrator to sign Performance Agreement	<b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>
<b><u>STAFF CONTACT(S):</u></b> Mr. Rowe	<b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>
	<b><u>ATTACHMENTS:</u></b> Yes	
	<b><u>REVIEWED BY:</u></b> 	

**BACKGROUND:**

The Virginia Business Ready Sites Program (VBRSP) was established to identify and assess the readiness of potential industrial or commercial sites within the Commonwealth for marketing for economic development purposes. Pittsylvania County economic development staff applied for the grant for the Southern Virginia Multimodal Park in Hurt, VA, and has been awarded \$5,000.00.

**DISCUSSION:**

The VBRSP grant enables subject property to be eligible for funds related to property improvements. The program categorizes the property into a 5-tier classification system based upon its degree of development readiness. The grant requires no local match and the study must be complete on or before February 1, 2017. The performance reporting of the grant requires that the study be submitted to the Virginia Economic Development Partnership (VEDP) for their review.

The performance agreement has been reviewed by the County's Attorney with no additional changes or comments.

**RECOMMENDATION:**

Motion and approval from the Board to accept the \$5,000.00 VBRSP grant and to direct the County Administrator to sign the accompanying performance agreement.

**VIRGINIA BUSINESS READY SITES PROGRAM**  
**SITE CHARACTERIZATION GRANT**  
**PERFORMANCE AGREEMENT**

This **PERFORMANCE AGREEMENT** made and entered this 1st day of November, 2016, by and between the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** (“VEDP”), a political subdivision of the Commonwealth of Virginia (the “Commonwealth”) and the **COUNTY OF PITTSYLVANIA, VIRGINIA** (the “Grantee”), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Virginia Business Ready Sites Program (“VBRSP”) was established pursuant to § 2.2-2238 C. of the Code of Virginia of 1950, as amended, to identify and assess the readiness of potential industrial or commercial sites in the Commonwealth for marketing for economic development purposes;

WHEREAS, the initial step under the VBRSP for a potential industrial or commercial site is (i) an assessment to quantify the level of existing development at the site and the additional development required to bring the site to a level that will enable such site to be marketed for economic development purposes, and (ii) a designation of a tier level of readiness to the site (“Site Characterization”);

WHEREAS, the Grantee has submitted an application for a grant to assist with the costs associated with Site Characterization at the Southern Virginia Multi-Modal Park, also known as the Burlington Hurt Industrial Site, located in Hurt, Virginia (the “Site”) and has been awarded a grant in the amount of \$5,000 (the “Site Characterization Grant”);

WHEREAS, VEDP and the Grantee desire to set forth their understanding and agreement as to the payout of the Site Characterization Grant, the use of the Site Characterization Grant proceeds, the obligations of the Grantee, and the repayment by the Grantee of all or part of the Grant under certain circumstances; and

WHEREAS, Site Characterization constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the Site Characterization Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

**Section 1. Disbursement of Grant; Use of Proceeds; Responsibility for Costs**

(a) *Disbursement:* The Site Characterization Grant will be paid to the Grantee promptly after the execution and delivery of this Agreement.

(b) *Use of Proceeds:* The Grantee will use the Site Characterization Grant proceeds to pay or reimburse itself for costs associated with Site Characterization at the Site. The proceeds of the Site Characterization Grant must be expended within 30 days of the expected completion date set forth in Section 2(a) below.

(c) *Responsibility for Costs:* The Grantee is responsible for one-to-one cash match of the amount of the Site Characterization Grant ("Local Match"). This Local Match may be made from public and/or private sources. The Grantee is responsible for any remaining costs of the Site Characterization.

## **Section 2. Performance; Reporting**

(a) *Performance:* The Grantee is expected to cause the completion of Site Characterization at the Site on or before February 1, 2017 (the "Completion Date"). If VEDP, in consultation with the VBRSP Review Committee, deems that good faith and reasonable efforts have been made by the Grantee to have Site Characterization completed, the Completion Date may be extended by up to 60 days. If it is determined that the Grantee is unable or unwilling to cause Site Characterization to be completed by the Completion Date, then the entire Site Characterization Grant must be repaid to VEDP in accordance with Section 3(d).

(b) *Reporting:* Within 30 days of the completion of Site Characterization, but no later than 30 days after the Completion Date, as such date may be extended, the Grantee must submit to VEDP a report summarizing the results of Site Characterization, indicating that the Site Characterization Grant proceeds have been expended and demonstrating that the balance of the costs associated with Site Characterization at the Site, including the Local Match, has been paid (the "Grant Report").

## **Section 3. Reduction of Grant Amount; Repayment Obligation.**

(a) *If Costs are Less than Anticipated:* If the Grant Report indicates that the costs of Site Characterization were less than anticipated, such that the amount of the Site Characterization Grant proceeds exceeds the Local Match made by the Grantee or that the Grantee will not need all of the Site Characterization Grant proceeds disbursed to the Grantee, the Grantee shall repay to VEDP an amount equal to the excess amount or the amount of the proceeds no longer required.

(b) *If Grant Proceeds are Misspent:* If the Site Characterization Report indicates, or any evidence gathered by VEDP reveals, that any Site Characterization Grant proceeds have been expended on anything other than the costs associated with Site Characterization at the Site, the Grantee shall repay to VEDP the amount of the proceeds so misspent.

(c) *Failure to Complete by Completion Date:* As noted in Section 2(a), if it is determined that the Grantee is unable or unwilling to cause Site Characterization to be completed by the Completion Date, the Grantee shall repay to VEDP the entire Site Characterization Grant.

(d) *Repayment Date; Cure Period:* VEDP will provide written notification to the Grantee if any repayment is due from the Grantee to VEDP under this Agreement. Within 60 days of receiving such notification, the Grantee will make the repayment to VEDP.

**Section 4. Notices.**

Formal notices and communications among the Parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Grantee, to:

Matthew D. Rowe  
Director of Economic Development  
County of Pittsylvania, Virginia  
1 Center Street  
Chatman, Virginia 24531  
Email: Matthew.Rowe@pittgov.org

if to VEDP, to:

Virginia Economic Development Partnership  
901 East Cary Street, Suite 900  
Post Office Box 798 (zip: 23218-0798)  
Richmond, Virginia 23219  
Facsimile: 804.545.5611  
Email: dgundersen@yesvirginia.org  
Attention: Interim President & CEO and COO

with a copy to:

Virginia Economic Development Partnership  
901 East Cary Street, Suite 900  
Post Office Box 798 (zip: 23218-0798)  
Richmond, Virginia 23219  
Facsimile: 804.545.5617  
Email: smcninch@yesvirginia.org  
Attention: General Counsel

**Section 5. Miscellaneous.**

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement between the parties hereto as to the Site Characterization Grant, and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The

Grantee may not assign its rights and obligations under this Agreement without the prior written consent of VEDP.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court. In the event this Agreement is subject to litigation, each party shall be responsible for its own attorney's fees.

(c) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

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

**VIRGINIA ECONOMIC  
DEVELOPMENT PARTNERSHIP  
AUTHORITY**

By \_\_\_\_\_  
Name: Daniel C. Gundersen  
Title: Interim President & CEO and COO  
Date: \_\_\_\_\_, 2016

**COUNTY OF PITTSYLVANIA,  
VIRGINIA**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2016



**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b>          Virginia Business Ready Sites Program – Site Characterization Grant Performance Agreement for Berry Hill Industrial Park</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b>          Accept grant funds and direct County Administrator to sign Performance Agreement</p> <p><b><u>STAFF CONTACT(S):</u></b>          Mr. Rowe</p>	<p><b><u>AGENDA DATE:</u></b>          12-13-2016</p> <p><b><u>ACTION:</u></b>          Yes</p> <p><b><u>CONSENT AGENDA:</u></b>  <b><u>ACTION:</u></b></p> <p><b><u>ATTACHMENTS:</u></b>          Yes</p> <p><b><u>REVIEWED BY:</u></b> </p>	<p><b><u>ITEM NUMBER:</u></b>          12</p> <p><b><u>INFORMATION:</u></b></p> <p><b><u>INFORMATION:</u></b></p>
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**BACKGROUND:**

The Virginia Business Ready Sites Program (VBRSP) was established to identify and assess the readiness of potential industrial or commercial sites within the Commonwealth for marketing for economic development purposes. Pittsylvania County economic development staff applied for the grant on behalf of the Danville-Pittsylvania County Regional Industrial Facility Authority (RIFA) for Berry Hill Industrial Park, and has been awarded \$1,400.00.

**DISCUSSION:**

The VBRSP grant enables subject property to be eligible for funds related to property improvements. The program categorizes the property into a 5-tier classification system based upon its degree of development readiness. The grant requires no local match and the study must be complete on or before February 1, 2017. The performance reporting of the grant requires that the study be submitted to the Virginia Economic Development Partnership (VEDP) for their review. Given that this property is jointly owned by RIFA, the City of Danville and RIFA will also need to individually approve and execute the attached performance agreement.

The performance agreement has been reviewed by the County’s Attorney with no additional changes or comments.

**RECOMMENDATION:**

Motion and approval from the Board to accept the \$1,400.00 VBRSP grant and to direct the County Administrator to sign the accompanying performance agreement.

# VIRGINIA BUSINESS READY SITES PROGRAM

## SITE CHARACTERIZATION GRANT

### PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** made and entered this 1st day of November, 2016, by and between the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** (“VEDP”), a political subdivision of the Commonwealth of Virginia (the “Commonwealth”) and the **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY** (the “RIFA”), a political subdivision of the Commonwealth, the **COUNTY OF PITTSYLVANIA, VIRGINIA** (the “County”), a political subdivision of the Commonwealth, and the **CITY OF DANVILLE, VIRGINIA** (the “City”), a political subdivision of the Commonwealth (RIFA, the County and the City together, jointly and severally, the “Grantee”).

#### WITNESSETH:

WHEREAS, the Virginia Business Ready Sites Program (“VBRSP”) was established pursuant to § 2.2-2238 C. of the Code of Virginia of 1950, as amended, to identify and assess the readiness of potential industrial or commercial sites in the Commonwealth for marketing for economic development purposes;

WHEREAS, the initial step under the VBRSP for a potential industrial or commercial site is (i) an assessment to quantify the level of existing development at the site and the additional development required to bring the site to a level that will enable such site to be marketed for economic development purposes, and (ii) a designation of a tier level of readiness to the site (collectively, “Site Characterization”);

WHEREAS, the Grantee has submitted an application for a grant to assist with the costs associated with Site Characterization at the Berry Hill Industrial Park, which is owned by the RIFA and located in the County (the “Site”) and has been awarded a grant in the amount of \$1,400 (the “Site Characterization Grant”);

WHEREAS, VEDP and the Grantee desire to set forth their understanding and agreement as to the payout of the Site Characterization Grant, the use of the Site Characterization Grant proceeds, the obligations of the Grantee, and the repayment by the Grantee of all or part of the Grant under certain circumstances; and

WHEREAS, Site Characterization constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the Site Characterization Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

**Section 1. Disbursement of Grant; Use of Proceeds; Responsibility for Costs**

(a) *Disbursement:* Disbursement of the Site Characterization Grant will be made promptly after the execution and delivery of this Agreement. For purposes of administration, the Site Characterization Grant will be disbursed to the County for the benefit of the Grantee.

(b) *Use of Proceeds:* The Grantee will use the Site Characterization Grant proceeds to pay or reimburse itself for costs associated with Site Characterization at the Site. The proceeds of the Site Characterization Grant must be expended within 30 days of the expected completion date set forth in Section 2(a) below.

(c) *Responsibility for Costs:* The Grantee is responsible for one-to-one cash match of the amount of the Site Characterization Grant (“Local Match”). This Local Match may be made from public and/or private sources. The Grantee is responsible for any remaining costs of the Site Characterization.

**Section 2. Performance; Reporting**

(a) *Performance:* The Grantee is expected to cause the completion of Site Characterization at the Site on or before February 1, 2017 (the “Completion Date”). If VEDP, in consultation with the VBRSP Review Committee, deems that good faith and reasonable efforts have been made by the Grantee to have Site Characterization completed, the Completion Date may be extended by up to 60 days. If it is determined otherwise that the Grantee is unable or unwilling to cause Site Characterization to be completed by the Completion Date, then the entire Site Characterization Grant must be repaid to VEDP in accordance with Section 3(c) below. Notwithstanding anything herein to the contrary, the Completion Date shall be extended as set forth herein if the Site Characterization is not completed by the original Completion Date, due to causes beyond the Grantee’s control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God.

(b) *Reporting:* Within 30 days of the completion of Site Characterization, but no later than 30 days after the Completion Date, as the same may be extended, the Grantee must submit to VEDP a report summarizing the results of Site Characterization, indicating that the Site Characterization Grant proceeds have been expended and demonstrating that the balance of the costs associated with Site Characterization at the Site, including the Local Match, has been paid (the “Grant Report”).

**Section 3. Reduction of Grant Amount; Repayment Obligation.**

(a) *If Costs are Less than Anticipated:* If the Grant Report indicates that the costs of Site Characterization were less than anticipated, such that the amount of the Site Characterization Grant proceeds exceeds the Local Match made by the Grantee or that the Grantee will not need all of the Site Characterization Grant proceeds disbursed to the Grantee, the Grantee shall repay to VEDP an amount equal to the excess amount or the amount of the proceeds no longer required.

(b) *Failure to Complete by Completion Date:* As noted in Section 2(a) above, if it is determined that the Grantee is unable or unwilling to cause Site Characterization to be completed by the Completion Date, the Grantee shall repay to VEDP the entire Site Characterization Grant.

(c) *Repayment Date; Cure Period:* VEDP will provide written notification to the Grantee if any repayment is due from the Grantee to VEDP under this Agreement. Within 60 days of receiving such notification, the Grantee will make the repayment to VEDP.

#### **Section 4. Notices.**

Formal notices and communications among the Parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Grantee, to:

Matthew D. Rowe  
Director of Economic Development  
County of Pittsylvania, Virginia  
1 Center Street  
Chatman, Virginia 24531  
Email: [Matthew.Rowe@pittgov.org](mailto:Matthew.Rowe@pittgov.org)

Telly D. Tucker, CEcD  
Director of Economic Development  
City of Danville, Virginia  
427 Patton Street  
Danville, Virginia 24541  
E-mail: [telly.tucker@danvilleva.gov](mailto:telly.tucker@danvilleva.gov)

Danville-Pittsylvania Regional Industrial Facility  
Authority  
Attention: Chairman  
427 Patton Street  
Danville, Virginia 24541

if to VEDP, to:

Virginia Economic Development Partnership  
901 East Cary Street, Suite 900  
Post Office Box 798 (zip: 23218-0798)  
Richmond, Virginia 23219  
Facsimile: 804.545.5611  
Email: [dgundersen@yesvirginia.org](mailto:dgundersen@yesvirginia.org)

with a copy to:

Virginia Economic Development Partnership  
901 East Cary Street, Suite 900  
Post Office Box 798 (zip: 23218-0798)  
Richmond, Virginia 23219  
Facsimile: 804.545.5617  
Email: [smcninch@yesvirginia.org](mailto:smcninch@yesvirginia.org)

**Section 5.    Miscellaneous.**

(a)    *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement between the parties hereto as to the Site Characterization Grant, and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Grantee may not assign its rights and obligations under this Agreement without the prior written consent of VEDP.

(b)    *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court. In the event this Agreement is subject to litigation, each party shall be responsible for its own attorney's fees.

(c)    *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d)    *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

**VIRGINIA ECONOMIC  
DEVELOPMENT PARTNERSHIP  
AUTHORITY**

By \_\_\_\_\_  
Name: Daniel C. Gundersen  
Title: Interim President & CEO and COO  
Date: \_\_\_\_\_, 2016

**DANVILLE-PITTSYLVANIA  
REGIONAL INDUSTRIAL FACILITY  
AUTHORITY**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2016

**COUNTY OF PITTSYLVANIA,  
VIRGINIA**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2016

**CITY OF DANVILLE, VIRGINIA**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2016



**PITTSYLVANIA COUNTY  
Board of Supervisors**

**EXECUTIVE SUMMARY**

<b><u>AGENDA TITLE:</u></b> ROEMS Contract Amendment	<b><u>AGENDA DATE:</u></b> 12/13/16	<b><u>ITEM NUMBER:</u></b> 13
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Authorize Drafting of ROEMS Contract Amendment	<b><u>ACTION:</u></b> Yes	
<b><u>STAFF CONTACTS:</u></b> Mr. Smitherman; Mr. Davis	<b><u>ATTACHMENT:</u></b> (1) ROEMS Letter	
	<b><u>REVIEWED BY:</u></b>	

**BACKGROUND:**

Pittsylvania County, Virginia's (the "County") Emergency Medical Advisory Committee ("EMAC") met on November 28, 2016, and reviewed the attached letter from Regional One EMS, Inc. ("ROEMS"), requesting a new contract with the County for provision of backup EMS Transport Service to the County's Volunteer EMS Agencies.

**DISCUSSION:**

At said meeting, EMAC voted to recommend that the Pittsylvania County Board of Supervisors ("BOS") authorize the County Administrator to enter into a new contract for EMS service with ROEMS for the remainder of current Fiscal Year, ending June 30, 2017, in the amount of \$98,000.00. Monthly payments would be \$8,166.66. Additionally, EMAC recommended the inclusion in said new contract of an option for the County to extend said contract for one (1) additional year, ending June 30, 2018, with a cost increase not to exceed 8%.

The current ROEMS contract is in full legal force and effect until September 1, 2017. Accordingly, as confirmed by the County Attorney and the Purchasing Manager, the County, per the requirements of the Virginia Public Procurement Act ("VPPA"), the County cannot legally enter into a new contract with ROEMS, unless and until said service is lawfully and publically procured. That being said, in full VPPA compliance, the current ROEMS contract can be amended to include the cost increase, but no additional terms or conditions, without public procurement.

**RECOMMENDATION:**

Staff recommends the BOS authorize the County Attorney to draft the above-referenced amendment to the current ROEMS contract, increasing the annual cost to \$98,000.00 per year, and return said contract amendment to the BOS at a future meeting for final execution authorization.



Regional One EMS

135 Forestdale Drive | Danville, VA 24540 | 434-836-0994 | [tduffer@regionaloneinc.com](mailto:tduffer@regionaloneinc.com)

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Tim Duffer  
135 Forestdale Drive  
Danville, VA 24540

November 14, 2016

James Davis  
P.O.Box 426  
Chatham VA, 24531

Regional One Service Agreement

Dear Mr. Davis

Regional One, Inc. would like to thank the county for allowing us to be a partner in providing EMS service to the county over the years. The county has been a pleaser to work with, and I hope we can continue this working relationship in the years to come. How we provide the service may change at times, but Regional One wishes to continue its relationship with the county to provide quality EMS care to the citizens.

Over the years Regional One EMS has seen a number trends in the EMS coverage. Some of this change is positive, and some hurt the volunteer system. Regional One EMS is not immune from some of the changes that have affected the EMS industry when it comes to reimbursements and regulation that affect the products we use to provide care. The one difference is Regional One EMS is not eligible for grants or other foundation and state monies that support nonprofit organizations. This was one of the main reasons we requested that this agreement be reviewed. The current contract is eight years old, as you know cost have not decreased during this eight-year time frame. Regional One, Inc. is asking for a 40% increase in the current contracted rate.

The only other changes to the agreement would be wording changes to meet the new State EMS Rules and Regulation. Regional One EMS is considered a designated emergency response agency (DMR). This requires that we have permission to function in the county and that we meet the counties guidelines for EMS response. The price with the increase would be \$98,000.00 per year. Regional is requesting this change take effect as soon as posable no other changes to the contract are needed. We will continue the same terms however; I would like for this to be reviewed more frequently to make sure we are providing the service as requested by the county.

Tim Duffer  
Director

# **REPORTS FROM BOARD MEMBERS**

# **REPORTS FROM LEGAL COUNSEL**

**REPORTS FROM  
COUNTY  
ADMINISTRATOR**

# ADJOURNMENT

