



**BOARD OF SUPERVISORS
BUSINESS MEETING
Tuesday, July 21, 2020 – 7:00 PM**

**Gallery Room - Chatham Community Center
115 South Main Street,
Chatham, Virginia 24531**

AGENDA

- 1. CALL TO ORDER (7:00 PM)**
- 2. ROLL CALL**
- 3. MOMENT OF SILENCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. AGENDA ITEMS TO BE ADDED**
- 6. APPROVAL OF AGENDA**
- 7. CONSENT AGENDA**
 - a. Minutes Approval (Staff Contact: Kaylyn M. McCluster)
 - b. Resolution # 2020-07-01 Support for Southside Economic Development Tobacco Commission Loan Application for AEP Megasite Transmission Line Relocation Adoption (Staff Contact: Matthew D. Rowe)
 - c. Resolution # 2020-07-02 (Smart Scale Applications Support) Approval (Staff Contact: Emily S. Ragsdale)
 - d. 2020 Year End Budget Amendments Approval (Staff Contact: Kimberly G. Van Der Hyde)
 - e. Budget Appropriation Resolution Revisions Approval (Staff Contact: Kimberly G. Van Der Hyde)
 - f. County/IDA Audit Cost Sharing MOU Approval (Staff Contact: Kimberly G. Van Der Hyde)
 - g. Janitorial Services for Libraries Award (Staff Contact: Connie M. Gibson)
 - h. Mt. Hermon Fire and Rescue Public Safety Staff Housing Agreement Approval (Staff Contact: Christopher C. Slep)

- i. Revised Local Work Plan During Local Emergency Proclamation Adoption (Staff Contact: Holly E. Stanfield)
- j. Pet Center Positions Merger Change Approval (Staff Contact: Holly E. Stanfield)
- k. Telework Policy Adoption (Staff Contact: Holly E. Stanfield)

8. PRESENTATIONS

9. HEARING OF THE CITIZENS

Each person addressing the Board under Hearing of the Citizens shall be a resident or land owner of the County, or the registered agent of such resident or land owner. Each person shall step up, give his/her name and district in an audible tone of voice for the record, and unless further time is granted by the Chairman, shall limit his/her address to three (3) minutes. No person shall be permitted to address the Board more than once during Hearing of the Citizens. All remarks shall be addressed to the Board as a body and not to any individual member thereof. Hearing of the Citizens shall last for a maximum of forty-five (45) minutes. Any individual that is signed up to speak during said section who does not get the opportunity to do so because of the aforementioned time limit, shall be given speaking priority at the next Board meeting. Absent Chairman's approval, no person shall be able to speak who has not signed up.

10. PUBLIC HEARINGS

A. Rezoning Public Hearings

Pursuant to Article V, Division 6, of the Pittsylvania County Zoning Ordinance, the Board of Supervisors have been empowered to hear and decide specific zoning issues and zoning map changes in support of said Ordinance. In accomplishing this important task, the Board is responsible for promoting the health, safety, and general public welfare of the citizens of Pittsylvania County. The Board must ensure that all of its decisions and regulations be directed to these goals and that each be consistent with the environment, the comprehensive plan, and in the best interest of Pittsylvania County, its citizens, and its posterity.

Case 1: Rezoning Case R-20-014; Shockoe Solar, LLC; Banister Election District; R-1, Residential Suburban Subdivision District, and RC-1, Residential Combined Subdivision District, to A-1, Agricultural District (Contact: Supervisor: Miller)

B. Other Public Hearings

Each person addressing the Board under a Public Hearing shall step up, give his/her name and district, and/or his/her place of residency for non-County citizens, in an audible tone of voice for the record, and unless further time is granted by the Chairman, shall limit his/her address to three (3) minutes; speakers for a group shall be limited to ten (10) minutes. Speakers shall conclude their remarks at that time, unless the consent of the Board is affirmatively given to extend the speakers allotted time. Absent Chairman's approval, no person shall be able to speak who has not signed up.

1. Public Hearing: FY 2020 County Budget Amendments (Staff Contact: Kimberly G. Van Der Hyde)
2. Public Hearing: County/DHCD COVID-19 Small Business Recovery Assistance Grant Program Application (Staff Contact: Matthew D. Rowe)

11. UNFINISHED BUSINESS

12. NEW BUSINESS

13. APPOINTMENTS

- a. Appointment: Planning Commission (Callands-Gretna District); (Contact: Supervisor Farmer)

14. MATTERS FROM WORK SESSION (IF ANY)

15. BOARD MEMBER REPORTS

16. COUNTY ADMINISTRATOR REPORTS

17. ADJOURNMENT



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Minutes Approval (Staff Contact: Kaylyn M. McCluster)		
Staff Contact(s):	Kaylyn M. McCluster		
Agenda Date:	July 21, 2020	Item Number:	7.a
Attachment(s):	06-16-2020 Finance Committee - DRAFT 06-16-2020 Work Session - DRAFT 06-16-2020 Business Meeting - DRAFT		
Reviewed By:	<i>VM</i>		

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
FINANCE COMMITTEE
TUESDAY, JUNE 16, 2020**

VIRGINIA: The Finance Committee of the Pittsylvania County Board of Supervisors was held on Tuesday, June 16, 2020, in the Gallery Room of the Chatham Community Center, 115 South Main Street, Chatham, Virginia 24531. Ronald S. Scarce, Chairman, called the Meeting to Order at 2:30 PM. The following Committee Members were present:

Joe B. Davis
William (“Vic”) Ingram
Ronald S. Scarce
Ben L. Farmer (participated via phone, from 328 West Sandpiper Terrace,
Nags Head, North Carolina 27959)
Charles H. Miller, Jr. (arrived at 2:32 PM)

The following Board of Supervisors Members were also present:

Timothy W. Dudley
Robert (“Bob”) W. Warren

David M. Smitherman, County Administrator and Clerk of the Board; J. Vaden Hunt Esq., County Attorney; Kimberly G. Van Der Hyde, Finance Director; and Kaylyn McCluster, Deputy Clerk, were also present.

Approval of Agenda

Motion by Mr. Davis, seconded by Mr. Ingram, to approve Agenda, which was unanimously approved by the Committee Members present.

New Business

(a) FY 21 County Budget Adjustments

Mrs. Van Der Hyde updated the Board and stated the revenues look good compared to this time last year. With the COVID-19 Pandemic, it was expected that the numbers would be lower, but that is not the case. There will not be any shortfall of revenue as of June 30, 2020. County Staff was surprised that County sales tax has not suffered, although the meals tax has declined. There was a lot of discussion regarding the Sheriff’s Vehicle Lease Program (“VLP”). Sheriff Taylor stated that his vacancy savings could be used to offset the costs of the VLP. Motion by Mr. Davis, second by Mr. Ingram, to approve the leasing of as many cars as the Sheriff can get, up to \$125,000, and any amount that is used for leasing will be deducted from the original \$195,000 that was budgeted by the Sheriff, and the difference will be used for the purchase of vehicles once the Sheriff has pulled back his Virginia Compensation Board money, which will also be used for the purchase of vehicles; which was unanimously approved by the Committee.

Mr. Farmer also recommended that the Committee approve the release of \$230,000 to Cool Branch for the ambulance and fire truck. Mr. Scarce stated this item was not on the Agenda, and Mr. Smitherman did state he has an upcoming Meeting scheduled with the Franklin County Administrator and their Chairman, and he thinks this issue may be able to be resolved. No action on this item.

(b) PCSA Service Contract Amendment

Mr. Smitherman stated the PCSA Budget that was adopted was a place holder and County Staff has been working with the Auditor, and the service contract with PCSA needs to be adjusted. There is no net change in the amount of money, it is just being proportioned differently from the two (2) organizations. This item was informational only and is on the PCSA Agenda later in the day for approval.

(c) Financial Reporting Requirements for County Contributions in excess of \$5,000

Mr. Smitherman stated, at the Board Retreat on January 30, 2020, there was conversation about if agencies receive County money, there should be transparency in the operations as to how that money is being spent. The Board adopted in the Budget Resolution that applied to all agencies the County provides a \$5,000 or greater contribution, requiring an annual financial report. Also, at the Board Retreat, it was discussed that all Fire and Rescue Agencies would submit to audits. This could be a financial burden to these Agencies, if they are required to pay for these audits, but it is also not reasonable to audit all the agencies annually. County Staff's proposal is that any Agency to which we provide \$5,000 or greater in funding, must provide the County with a copy of its IRS-990 Form. This is a public document that is required to be completed anyway. This would also apply to DPCS and PCCA as well. County Staff also recommends that annually there are two (2) Fire and Rescue Agencies, selected at random, to be audited at the County's expense. No Agency would be audited more than twice in a five (5) year period. Motion by Mr. Davis, second by Dr. Miller, that the I-990 suffice as the annual financial report, and that two (2) Agencies be audited annually at random at County Cost. The vote was recorded as follows: Davis, Yes; Miller, Yes; Scarce, Yes; and Ingram, No.

(d) WIA-Disallowed Cost

Mrs. Van Der Hyde stated the West Piedmont Workforce Investment Board has some disallowed costs for a consultant. The State required the money be paid back to them. The County's share, which was 33% of the total, is \$4,688.02 that will have to be paid. The County is the fiscal agent for the WIB.

(e) CRF Application Update

Mr. Smitherman stated there were approximately fifty (50) CFR applications received by the County thus far. These projects go through a Committee, the Executive Team, and then to the County Administrator. What is being brought today, is a request for \$290,000 to outfit several Fire and EMS Agencies with defibrillators on their ambulances. There is one (1) for the County ambulance, one (1) each for Brosville, Cascade, Callands, Mt. Hermon, Gretna, Bachelor's Hall, and 640. None of the Agencies' defibrillators are currently up to specifications,

Finance Committee Meeting
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and this will bring them up to date. Motion by Mr. Ingram, second by Mr. Davis, to approve this request and send this to the full Board, which was unanimously approved by the Committee.

Adjournment

Mr. Scarce adjourned the Meeting at 3:30 PM.

DRAFT

June 16, 2020
Work Session

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
WORK SESSION
June 16, 2020**

VIRGINIA: The Pittsylvania County Board of Supervisors' ("Board") Work Session was held on June 16, 2020, in the Gallery Room of the Chatham Community Center, 115 South Main Street, Chatham, Virginia 24531. Robert ("Bob") W. Warren, Chairman, called the Meeting to Order at 4:30 PM. The following Board Members were present:

CALL TO ORDER (4:30 PM)

Attendee Name	Title	Status	Arrived
Robert ("Bob") W. Warren	Chairman - Chatham Blairs District	Present	4:12 PM
Ronald S. Scearce	Vice-Chairman - Westover District	Present	4:13 PM
Joe B. Davis	Supervisor - Dan River District	Present	4:15 PM
Timothy W. Dudley	Supervisor - Staunton River District	Present	4:11 PM
Ben L. Farmer	Supervisor - Callands-Gretna District	Remote	4:11 PM
William ("Vic") Ingram	Supervisor - Tunstall District	Present	4:11 PM
Charles H. Miller, Jr.	Supervisor - Banister District	Present	4:17 PM

Mr. Farmer participated remotely via phone from 328 West Sandpiper Terrace, Nags Head, North Carolina 27959.

AGENDA ITEMS TO BE ADDED

APPROVAL OF AGENDA

Motion to approve Agenda.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joe B. Davis, Supervisor - Dan River District
SECONDER:	Ronald S. Scearce, Vice-Chairman - Westover District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

PRESENTATIONS

- a. Department Head Spotlight (Solid Waste); (Staff Contact: Richard N. Hicks); (30 minutes)**

Mr. Hicks was the Department Head Spotlight for June and updated the Board on County Solid Waste Operations. There are a couple contracts that are bringing extra waste and, more importantly, extra revenue to the Landfill. Mr. Scearce asked if this extra tonnage will require any additional employees, but Mr. Hicks does not believe it will take a lot of additional personnel. The extra revenue will go towards the costs of closing and opening new cells.

STAFF, COMMITTEE, AND/OR CONSTITUTIONAL OFFICER REPORTS

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Work Session**

**a. CARES Act Application Process Discussion (Staff Contact: David M. Smitherman);
(15 minutes)**

Mr. Smitherman briefed the Board on the Coronavirus Relief Fund (“CRF”). The County was granted \$5.3M and this fund will be used to respond and mitigate issues related to COVID-19. County Staff will be focusing on response mitigation and technology upgrades. Mr. Warren would like to be notified of the approved applications for the use of this money before those decisions are made public.

BUSINESS MEETING DISCUSSION ITEMS

Mr. Smitherman stated the following four (4) items that will need to be added to the Board’s Business Meeting Agenda:

- (1) Motion made during the Finance Committee to allow the Sheriff to release \$120,000 for vehicles and utilize returned vacancy savings money;
- (2) Recommendation from Finance Committee that all Agencies receiving greater than \$5000 from the County annually submit an I-990 form and two (2) Agencies being selected at random for a yearly audit, paid for by the County;
- (3) \$290,000 of COVID funds be approved to use for defibrillators; and
- (4) PCSA Amended County/PCSA Service Agreement.

Motion to forward items to the Business Meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Timothy W. Dudley, Supervisor - Staunton River District
SECONDER:	Ronald S. Scearce, Vice-Chairman - Westover District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

CLOSED SESSION

Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body.

- (1) Legal Authority: Virginia Code § 2.2-3711(A)(1)
Subject Matter: Board of Assessors (“BOA”)
Purpose: Discussion of Potential BOA Appointees

Motion to enter Closed Session. The Board entered Closed Session at 5:05 PM.

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Work Session**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	William "Vic" Ingram, Supervisor - Tunstall District
SECONDER:	Joe B. Davis, Supervisor - Dan River District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

RETURN TO OPEN SESSION AND CLOSED SESSION CERTIFICATION

a. Closed Session Certification

The Board returned to Open Session at 6:02 PM and the following Certification was recorded:

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
CLOSED MEETING CERTIFICATION

BE IT RESOLVED that at the Meeting of the Pittsylvania County Board of Supervisors (the "Board") on June 16, 2020, the Board hereby certifies by a recorded vote that to the best of each Board Member's knowledge only public business matters lawfully exempted from the Open Meeting requirements of the Virginia Freedom of Information Act (the "Act") and identified in the Motion authorizing the Closed Meeting were heard, discussed, or considered in the Closed Meeting. If any Board Member believes that there was a departure from the requirements of the Act, he shall so state prior to the vote indicating the substance of the departure. The Statement shall be recorded in the Board's Minutes.

	<u>Vote</u>
Joe B. Davis	Yes
Timothy W. Dudley	Yes
Ben L. Farmer	Yes
William "Vic" Ingram	Yes
Charles H. Miller, Jr.	Yes
Ronald S. Scearce	Yes
Robert W. "Bob" Warren	Yes

ADJOURNMENT

Mr. Warren adjourned the Meeting at 6:04 PM.

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Business Meeting

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
BUSINESS MEETING
June 16, 2020**

VIRGINIA: The Pittsylvania County Board of Supervisors' ("Board") Business Meeting was held on June 16, 2020 in the Gallery Room of the Chatham Community Center, 115 South Main Street, Chatham, Virginia 24531. Robert ("Bob") W. Warren, Chairman, called the Meeting to Order at 7:00 PM. The following Board Members were present:

CALL TO ORDER (7:00 PM)

Attendee Name	Title	Status	Arrived
Robert ("Bob") W. Warren	Chairman - Chatham Blairs District	Present	6:41 PM
Ronald S. Searce	Vice-Chairman - Westover District	Present	6:43 PM
Joe B. Davis	Supervisor - Dan River District	Present	6:43 PM
Timothy W. Dudley	Supervisor - Staunton River District	Present	6:37 PM
Ben L. Farmer	Supervisor - Callands-Gretna District	Remote	7:00 PM
William ("Vic") Ingram	Supervisor - Tunstall District	Present	6:36 PM
Charles H. Miller, Jr.	Supervisor - Banister District	Present	6:44 PM

Mr. Farmer participated remotely via phone from 328 West Sandpiper Terrace, Nags Head, North Carolina 27959.

AGENDA ITEMS TO BE ADDED

Motion to add the following items to the Agenda:

- Consent Agenda as item 7n:
-Amended County/PCSA Service Agreement.
- Matters from Work Session:
-Sheriff Vehicle Lease Program;
-Annual Audit and Financial Reporting Program for Agencies as required in the FY21 Budget Resolution; and
-CRF Funds for defibrillator purchase.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ronald S. Searce, Vice-Chairman - Westover District
SECONDER:	Joe B. Davis, Supervisor - Dan River District
AYES:	Warren, Searce, Davis, Dudley, Farmer, Ingram, Miller

APPROVAL OF AGENDA

Motion to approve Agenda.

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RESULT:	ADOPTED [UNANIMOUS]
MOVER:	William "Vic" Ingram, Supervisor - Tunstall District
SECONDER:	Timothy W. Dudley, Supervisor - Staunton River District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

CONSENT AGENDA

Motion to approve Consent Agenda.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ronald S. Scearce, Vice-Chairman - Westover District
SECONDER:	Timothy W. Dudley, Supervisor - Staunton River District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

- a. Minutes (Staff Contact: Kaylyn M. McCluster)
- b. VDOT Truck Restriction Revised Resolution Adoption (Staff Contact: Kaylyn M. McCluster)
- c. Resolution # 2020-06-02 (Old Blairs Middle School Road Abandonment) Approval (Staff Contact: Richard N. Hicks)
- d. Proclamation: Business Appreciation Week (Staff Contact: Kaylyn M. McCluster)
- e. Purchase of Service Weapon (Contact: Sheriff Taylor)
- f. County/Health Department COVID-19 Testing Cost Sharing MOU Approval (Staff Contact: Kimberly G. Van Der Hyde)
- g. Administrative, Actuarial, Consulting, and Retirement Services Agreement (Staff Contact: Kimberly G. Van Der Hyde)
- h. Sheriff Memorandum of Agreement Approval (Staff Contact: Holly E. Stanfield)
- i. VDOT Solid Waste Acceptance at County Landfill Approval (Staff Contact: Richard N. Hicks)
- j. Brightminds Reassessment Services Contract Approval Ratification (Staff Contact: Connie M. Gibson)
- k. Fire and Rescue Insurance Contract (Staff Contact: Christopher C. Slemph)
- l. Inmate Telephone Services Contract Award (Staff Contact: Connie M. Gibson)
- m. New Job Description Approval (Staff Contact: Richard N. Hicks)
- n. Amended County/PCSA Service Agreement (Staff Contact: J. Vaden Hunt, Esq.)

PRESENTATIONS

None.

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HEARING OF THE CITIZENS

None.

PUBLIC HEARINGS

Rezoning Public Hearings

Case 1: Public Hearing: Rezoning Case R-20-012; Beulah S. Robinson; Banister Election District; R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (Contact: Supervisor Miller)

Mr. Warren opened the Public Hearing at 7:06 PM. Mr. Armstrong was present to represent the Petition. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:07 PM.

Motion to rezone two (2) parcels of land, totaling 2.22 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (to combine with her adjacent parcels of land zoned A-1).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Charles H. Miller, Supervisor - Banister District
SECONDER:	Timothy W. Dudley, Supervisor - Staunton River District
AYES:	Warren, Scarce, Davis, Dudley, Farmer, Ingram, Miller

Case 2: Public Hearing: Rezoning Case R-20-013; Jeffrey and Wendy Davis; Callands-Gretna Election District; R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (Contact: Supervisor Farmer)

Mr. Warren opened the Public Hearing at 7:08 PM. Ms. Davis was present to represent the Petition. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:09 PM.

Motion to rezone two (2) parcels of land, totaling 3.20 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (to allow for a second dwelling on the property for a family member).

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RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ben L. Farmer, Supervisor - Callands-Gretna District
SECONDER:	Timothy W. Dudley, Supervisor - Staunton River District
AYES:	Warren, Searce, Davis, Dudley, Farmer, Ingram, Miller

Other Public Hearings

1. Public Hearing: Electronic Gaming Regulations PCC Revisions (Staff Contact: Emily S. Ragsdale)

To better regulate electronic gaming in the County, County Staff recommends the following revisions to the County's Zoning Ordinance: (1) Moving "amusement centers; game rooms; electronic games; game machines; machine arcades amusement shops" from Pittsylvania County Code ("PCC") § 35-365, Permitted Uses, to PCC § 35-366, Special Use Permits under B-2; and (2) Adding additional regulations to "Other Regulations" in both B-1 (PCC § 35-356) and B-2 (PCC § 35-375) to define "electronic gaming establishments." On June 2, 2020, the Planning Commission unanimously recommended, with no opposition.

Mr. Warren opened the Public Hearing at 7:11 PM. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:14 PM.

Motion to approve the Pittsylvania County Code revisions as presented.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe B. Davis, Supervisor - Dan River District
SECONDER:	William "Vic" Ingram, Supervisor - Tunstall District
AYES:	Warren, Searce, Davis, Dudley, Farmer, Ingram, Miller

2. Public Hearing: Board Compensation Adjustment to Comply with Virginia Code § 15.2-1414.3 (Staff Contact: David M. Smitherman)

PCC § 22.1 currently provides for Board Members' annual salaries. By Ordinance, in 2016, the Board established its annual salaries as \$8,400, and further established additional annual compensation for the Board Chairman of \$1,800. Virginia Code § 15.2-1414.3, attached, establishes the annual salaries of County Board of Supervisors Members utilizing population brackets. Based on the County's current estimated population of 61,314, its Board Members, per Virginia Code § 15.2-1414.3, following a lawfully conducted Public Hearing, are authorized to receive annual compensation of \$9,000, with the Board Chairman receiving additional compensation of \$1,800, and the Board Vice-Chairman receiving additional compensation of \$1,200. As authorized by Virginia Code 15.2-1414.3, the PCC § 22.1 revisions and Ordinance #

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2020-06-01, both attached, propose increasing Board Members' annual compensation for Fiscal Year 2021, to \$9,000, with the Board Chairman receiving additional annual compensation of \$1,800, and the Board Vice-Chairman receiving additional compensation of \$1,200.00. The Board's other benefits will be determined by Section 1.6 of its Bylaws and Rules of Procedure. This Public Hearing was duly advertised as legally required.

Mr. Warren opened the Public Hearing at 7:14 PM. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:15 PM.

Motion to adopt the PCC § 22.1 revisions and Ordinance # 2020-06-01, effective July 1, 2020, as presented.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald S. Searce, Vice-Chairman - Westover District
SECONDER:	Joe B. Davis, Supervisor - Dan River District
AYES:	Warren, Searce, Davis, Dudley, Farmer, Ingram, Miller

3. Public Hearing: Forest Equipment Personal Property Tax Exemption (Staff Contact: J. Vaden Hunt, Esq.)

The Virginia General Assembly recently passed HB 1021, attached, effective July 1, 2020, giving local governments the discretion to exempt from local personal property taxation "farm machinery and farm implements ..., which shall include equipment and machinery used for forest harvesting and silvicultural activities." At the Board's Legislative Committee ("LC") Meeting on May 12, 2020, the LC unanimously recommended to the full Board that it authorize County Staff to advertise the potential revisions to PCC § 6-3.1, Local County Tax Exemption, exempting from local personal property taxation "equipment and machinery used for forest harvesting and silvicultural activities."

Mr. Warren opened the Public Hearing at 7:17 PM. Mr. Chad Shelton signed up to speak. He is a resident of the Callands-Gretna District and him and his family own a logging business in the County. This exemption would substantially help them to sustain their business. Mr. Warren closed the Public Hearing at 7:20 PM.

Motion to adopt the PCC § 6-3.1 revisions, effective July 1, 2020, as presented.

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RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ben L. Farmer, Supervisor - Callands-Gretna District
SECONDER:	Joe B. Davis, Supervisor - Dan River District
AYES:	Warren, Scarce, Davis, Dudley, Farmer, Ingram, Miller

4. Public Hearing: Landfill Easement and Right-of-Way Property Disposition (Staff Contact: Richard N. Hicks)

The County is proposing granting a permanent easement and grant of rights-of-way on publicly owned land located at the County Landfill, more specifically described as 454.55 total acres located on GPIN #'s 2413-38-1912, 2413-59-6730, and 2413-47-1490 ("Property").

Mr. Warren opened the Public Hearing at 7:20 PM. Katie Whitehead, Callands-Gretna District, spoke in opposition of the Easement. Lisa Shorter also spoke on this topic and requested the Board to think about this decision for everyone in the County. Kathy Nicholson, Chatham-Blairs District, thanked the Board for their consideration of this Easement. Mr. Warren closed the Public Hearing at 7:28 PM.

Motion to approve the disposition of the Property, and, subject to legal review and approval, authorize the County Administrator sign any necessary related documentation to effectuate the same.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald S. Scarce, Vice-Chairman - Westover District
SECONDER:	Timothy W. Dudley, Supervisor - Staunton River District
AYES:	Warren, Scarce, Davis, Dudley, Farmer, Ingram, Miller

5. Public Hearing: Callands Cell Tower Lease (Staff Contact: Richard N. Hicks)

County Staff has been contacted by New Cingular Wireless PCS, LLC (AT&T) about leasing space on the Callands Radio Tower located at 20410 Franklin Turnpike in the County. The proposed lease would be for five (5) years at an annual rate of \$26,400. County Staff has determined that space is available on the tower.

Mr. Warren opened the Public Hearing at 7:29 PM. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:30 PM.

Motion to authorize the County Administrator to execute an agreement between the County and New Cingular Wireless, PCS, LLC (AT&T) for the leasing of tower space on the County-owned Callands Radio Tower located at 20410 Franklin Turnpike, subject to the approval of a

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subordination agreement being approved by Bank of America.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Charles H. Miller, Supervisor - Banister District
SECONDER:	William "Vic" Ingram, Supervisor - Tunstall District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

6. Public Hearing: CARES Act Budget Amendment Public Hearing (Staff Contact: Kimberly G. Van Der Hyde)

Virginia Code § 15.2-2507 states that “Any locality may amend its budget to adjust the aggregate amount to be appropriated during the current fiscal year as shown in the currently adopted budget as prescribed by section 15.2-2504. However, any such amendment which exceeds one percent of the total expenditures shown in the currently adopted budget must be accomplished by publishing a notice of a meeting and a public hearing once in a newspaper having general circulation in that locality at least seven days prior to the meeting date.” An advertisement of this Budget Amendment appeared in the *Chatham Star Tribune* on June 3, 2020, which satisfies the seven (7)-day requirement.

Mr. Warren opened the Public Hearing at 7:30 PM. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:32 PM.

Motion that \$5,265,654 of CARES funds be approved and appropriated to the FY2020 County Budget.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe B. Davis, Supervisor - Dan River District
SECONDER:	Charles H. Miller, Supervisor - Banister District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

UNFINISHED BUSINESS

No formal action, but the Board and Sheriff Taylor did ceremoniously signed the Memorandum of Agreement approved in the Consent Agenda.

NEW BUSINESS

APPOINTMENTS

- a. **Appointment: DPCS (Westover District); (Contact: Supervisor Scearce)**

**Board of Supervisors
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Business Meeting**

Motion to re-appoint Lorrie Eanes-Brooks as the County's Westover District Representative to the DPCS Board for another three (3) year term, beginning July 1, 2020.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald S. Scarce, Vice-Chairman - Westover District
SECONDER:	Timothy W. Dudley, Supervisor - Staunton River District
AYES:	Warren, Scarce, Davis, Dudley, Farmer, Ingram, Miller

b. Appointment: DPCS (Dan River District); (Contact: Supervisor Davis)

Motion to re-appoint William "Sid" Allgood to the DPCS Board for another three (3) year term, beginning July 1, 2020.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe B. Davis, Supervisor - Dan River District
SECONDER:	William "Vic" Ingram, Supervisor - Tunstall District
AYES:	Warren, Scarce, Davis, Dudley, Farmer, Ingram, Miller

c. Appointment: Library Board (Westover District) (Contact: Supervisor Scarce)

Motion to appoint Ms. Sandy Mitchell as the Westover District Representative to the County's Library Board for a four (4) year term beginning July 1, 2020.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald S. Scarce, Vice-Chairman - Westover District
SECONDER:	William "Vic" Ingram, Supervisor - Tunstall District
AYES:	Warren, Scarce, Davis, Dudley, Farmer, Ingram, Miller

d. Appointment: Library Board (Tunstall District); (Contact: Supervisor Ingram)

Motion to re-appoint Debra Turner as the Tunstall Representative on the County's Library Board for another four (4) year term, beginning July 1, 2020.

**Board of Supervisors
June 16, 2020
Business Meeting**

RESULT: APPROVED [UNANIMOUS]
MOVER: William "Vic" Ingram, Supervisor - Tunstall District
SECONDER: Joe B. Davis, Supervisor - Dan River District
AYES: Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

MATTERS FROM WORK SESSION (IF ANY)

a. Sheriff Vehicle Lease Program

Motion to approve the Sheriff Vehicle Lease Program as presented in the Work Session.

RESULT: APPROVED [UNANIMOUS]
MOVER: Ronald S. Scearce, Vice-Chairman - Westover District
SECONDER: Timothy W. Dudley, Supervisor - Staunton River District
AYES: Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

b. Annual Audit and Financial Report Program for Agencies as required in the FY21 Budget Resolution

Motion to approve the annual audit and financial report program for required in the FY 21 Budget Resolution as presented in the Work Session.

RESULT: APPROVED [5 TO 2]
MOVER: Ronald S. Scearce, Vice-Chairman - Westover District
SECONDER: Joe B. Davis, Supervisor - Dan River District
AYES: Warren, Scearce, Davis, Dudley, Miller
NAYS: Farmer, Ingram

c. CRF Funds for Defibrillator Purchase

Motion to approve the CRF funds for the defibrillator purchase as presented in the Work Session.

RESULT: APPROVED [UNANIMOUS]
MOVER: Ronald S. Scearce, Vice-Chairman - Westover District
SECONDER: William "Vic" Ingram, Supervisor - Tunstall District
AYES: Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

BOARD MEMBER REPORTS

**Board of Supervisors
June 16, 2020
Business Meeting**

Mr. Dudley stated he is glad the Sheriff's Department has signed to be a part of the County's Personnel Plan. He also mentioned that the Town of Hurt is continuing to feed the children in that area. As of this Friday, there will be around 1,800 children that have been fed during the COVID-19 Pandemic. Mr. Ingram welcomed Sheriff Taylor and his Department and thanked him and his Staff for all they do. He also recognized John McKinney for his 55 years of service, and thanked Jordan Kee for walking over and providing the customers waiting at the DMV with water and masks. He also recognized the 2020 County Graduates that will not be able to graduate with a normal graduation. Mr. Davis thanked all the County Staff for their hard work. He also thanked the media and the Sheriff's Department for all they do and the citizens that come out to the Meetings to participate in the Public Hearings. Mr. Searce thanked all County Staff that were involved in getting the contract completed with the Sheriff's Department. Mr. Warren also echoed Mr. Davis' comments about citizens being engaged with Public Hearings. He also thanked Mr. Smitherman for opening the County offices back up with employees present full-time and he asked all citizens to remember the Sheriff and his Deputies during these very stressful times.

COUNTY ADMINISTRATOR REPORTS

Mr. Smitherman stated the County has done well and has worked hard the past the three (3) years to stay in the black, and he feels that we have finished 2020 very well.

ADJOURNMENT

Mr. Warren adjourned the Meeting at 7:53 PM.



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Resolution # 2020-07-01 Support for Southside Economic Development Tobacco Commission Loan Application for AEP Megasite Transmission Line Relocation Adoption (Staff Contact: Matthew D. Rowe)		
Staff Contact(s):	Matthew D. Rowe		
Agenda Date:	July 21, 2020	Item Number:	7.b
Attachment(s):	2020-07-01 AEP Power Line Relocation		
Reviewed By:			

SUMMARY:

County Economic Development Staff seeks Board approval to submit an application for a loan request of \$5M to the Southside Economic Development Tobacco Commission to enable American Electric Power (“AEP”) to relocate a 69KV transmission line that transects the Southern Virginia Megasite. This action will not only further the develop readiness of the Megasite but will also allow the site to be certified as a Quest Site Solutions' Megasite, which enables it to be more marketable and attractive to potential clients.

FINANCIAL IMPACT AND FUNDING SOURCE:

The loan will be guaranteed by both the County and City of Danville, with a ten (10)-year term with no interest and will be repaid immediately by AEP as a balloon payment once a load credit tenant is secured. If such a tenant is not secured within the ten (10)-year term, then the loan will be equally repaid by the County and Danville.

RECOMMENDATION:

County Economic Development Staff recommends the Board approve the County’s application for a \$5M loan from the Southside Economic Development Grant Fund and authorize the County Administrator, or his designee, to execute the necessary corresponding documents, reports, and contract.

MOTION:

“I make a motion to approve the County’s application for a \$5M loan from the Southside Economic Development Grant Fund and authorize the County Administrator, or his designee, to execute the necessary corresponding documents, reports, and contract.”

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2020-07-01**

**VIRGINIA TOBACCO INDEMNIFICATION AND COMMUNITY REVITALIZATION
COMMISSION PROJECT ENDORSEMENT RESOLUTION**

WHEREAS, at the Business Meeting of the Pittsylvania County Board of Supervisors (the “Board”), held on Tuesday, July 21, 2020, in the Gallery Room of the Chatham Community Center, the following Resolution was presented and adopted:

WHEREAS, the Virginia Tobacco Indemnification and Community Revitalization Commission (“Tobacco Commission”) was created to help foster economic development and improved infrastructure development in the tobacco dependent communities of Southwest and Southside Virginia; and

WHEREAS, the Board desires to submit a loan application for \$5,000,000 to the Tobacco Commission from the “Southside Economic Development Grant Fund” due by July 25, 2020.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Board does hereby support a Loan Application to the Tobacco Commission to provide to American Electric Power for the purpose of relocating a 69KV transmission line that transects the Southern Virginia Megasite, to develop the readiness of the site and allow the site to be certified as a Quest Site Solutions' Megasite; and

BE IT FURTHER RESOLVED, that the Board does hereby authorize the County Administrator, or his designee, to execute the related application, and sign any and all necessary loan documents, reports, and the contracts.

Given under my hand this 21st day of July, 2020.

Robert (“Bob”) W. Warren, Chairman
Pittsylvania County Board of Supervisors

David M. Smitherman, Clerk
Pittsylvania County Board of Supervisors



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Resolution # 2020-07-02 (Smart Scale Applications Support) Approval (Staff Contact: Emily S. Ragsdale)		
Staff Contact(s):	Emily S. Ragsdale		
Agenda Date:	July 21, 2020	Item Number:	7.c
Attachment(s):	2020-07-02 Smart Scale Applications Support		
Reviewed By:			

SUMMARY:

The Virginia Department of Transportation (“VDOT”) administers the Smart Scale Program with the goal of investing limited funding in Projects that will meet the most critical transportation needs in Virginia. The County and the West Piedmont Planning District Commission submitted preapplications for five (5) County Smart Scale Projects. These preapplications were screened by VDOT and determined to meet the requirements for Project eligibility and readiness require to submit full applications. Final applications are due August 3, 2020, and a local Resolution of Support is required.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends that the Board approve Resolution # 2020-07-02 as presented.

MOTION:

“I make a Motion to approve Resolution 2020-07-02 as presented.”

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

RESOLUTION # 2020-07-02

Resolution in Support of County Smart Scale Projects

VIRGINIA: At the business meeting of the Pittsylvania County Board of Supervisors (“Board”), held on Tuesday, July 21, 2020, the following Resolution was presented and adopted:

WHEREAS, the Virginia Department of Transportation (“VDOT”) administers Smart Scale with the goal of investing limited tax dollars in the right Projects that meet the most critical transportation needs in Virginia; and

WHEREAS, Projects are funded through a prioritization process that evaluates each Project’s merits using key factors, including improvements to safety, congestion reduction, accessibility, land use, economic development, and the environment; and

WHEREAS, Pittsylvania County, Virginia (“County”) and the West Piedmont Planning District Commission submitted preapplications to be considered for funding; and

WHEREAS, the following Projects were initially screened and determined to meet the requirements of Project eligibility and readiness needed to submit a full Smart Scale application:

- **Kentuck Road Improvements:** The Project will improve Kentuck Road between Eagle Springs Road and Kentuck Road to approximately 0.46 miles to the north. Improvements will include reconstructing this segment of road to include 12' lanes and 8' paved and 2' graded shoulders. Intersection improvements are also proposed at the intersection of Kentuck Road and Ringgold Industrial Parkway as well as at Kentuck Road and Eagle Springs Road and Wilkerson Road.
- **Berry Hill Connector Road Extension:** The Project involves reconfiguring Berry Hill Road as an extension of the programmed Berry Hill Connector Road by widening "Segment C" of the road from 2 lanes to a 4 lane Rural Collector Road System (GS-3). The improvements would extend approximately 2.3 miles, from the intersection of the new Connector Road south to Oak Hill Road. A 2018 Study indicates the road is not sufficient to accommodate traffic from the developing adjacent Southern Virginia Mega Site at Berry Hill.
- **Rte. 29 at Tightsqueeze Road:** Reconfigure the intersection at US 29 and Tightsqueeze Road to a Restricted Crossing U-Turn (RCUT). Construct signalized median openings with loons to the north and south of the intersection to accommodate U-turns. Construct a left-in only median north of the intersection.

- U.S. Route 29 at Malmaison Road Roundabout: Reconfigure the intersection at U.S. 29 and Malmaison Road to a roundabout. Convert the existing median opening south of the intersection to a left-in only.
- U.S. 29 at Lawless Creek Road: Reconfigure the intersection at U.S. 29 and Lawless Creek Road to a single-lane roundabout; and

WHEREAS, these Projects are in the public interest and will benefit both County residents those travelling through the County.

NOW, THEREFORE, BE IT RESOLVED, the Board endorses and supports the Smart Scale applications listed herein and respectfully requests support for these projects from VDOT and the Commonwealth Transportation Board (“CTB”); and

FINALLY, BE IT RESOLVED, that a copy of this adopted Resolution be forwarded to the VDOT Commissioner and the CTB.

Given under my hand this 21st day of June, 2020.

Robert (“Bob”) W. Warren
 Pittsylvania County Board of Supervisors, Chairman

ATTEST:

David M. Smitherman
 Pittsylvania County Board of Supervisors, Clerk

Attachment: 2020-07-02 Smart Scale Applications Support (2094 : Resolution # 2020-07-02 (Smart Scale Applications Support) Approval (Staff



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	2020 Year End Budget Amendments Approval (Staff Contact: Kimberly G. Van Der Hyde)		
Staff Contact(s):	Kimberly G. Van Der Hyde		
Agenda Date:	July 21, 2020	Item Number:	7.d
Attachment(s):	FY2020 Budget Adjustments.7.21.20.Attachment		
Reviewed By:	VH		

SUMMARY:

Each year, Departmental/Fund Budgets are reviewed to determine if sufficient Budget amounts exist to cover expenses until year-end. Most of these items are bookkeeping entries required by the County's Auditors. The attached list shows the amount needed/requested and the reason for the need/request. Said list also contains suggested appropriations for year-end, as well as the categorical changes requested by the School Board.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends the Board approve the attached FY 2020 Budget Transfers at tonight's Meeting as presented. These transfers have no monetary effect on the Budget, since monies are simply being moved from one (1) line item to the next to cover shortages. The appropriations will need to layover until the August meeting for approval, since the total of \$947,549.01 exceeds the Board's \$50,000 threshold for layovers.

MOTION:

"I make a Motion to approve the attached Transfers for FY 2020 as presented."

Pittsylvania County
FY 2020 Year-End Budget Adjustments

Department	Line Items Providing Funds	Line Item Description	Amount of Transfer/Appropriation	Reason for Transfer/Appropriation	2020 Expense Line Item	Amount of Transfer/Appropriation
YEAR-END TRANSFERS:						
General Fund:			TRANSFER	Year-End Bookkeeping Budgetary Adjustments		
County Administration	100-4-012100-various	County Administration-Various		(16,851.07)	100-4-012520-8105 (Fleet-Cap Outlay-Veh)	(16,851.07)
Library	265-4-various	Memorial Gifts Fund		(50,856.28)	100-4-073100-6021 (Library-Computer Supplies)	50,856.28
Non-Departmental	100-4-091200-2300	BCBS Co. Share		(386.45)	100-4-012220-3115 (HR-Employ Screenings)	386.45
Non-Departmental	100-4-091200-8109	Grants Local Match/Contingency		(11,274.89)	100-4-033000-3180 (CSU-Detention)	11,274.89
Solid Waste Capital	520-4-094120-8146	Engineering		(26,974.13)	520-4-094120-8102 (Capital Outlay-Equipment)	26,974.13
Solid Waste Capital	520-4-094110-8123	Roll-Off Truck		(56,799.14)	520-4-094110-8133 (Comp Site Improvements)	56,799.14
			TRANSFER			
Schools	205	School Transfers	-	Year-End Categorical Changes- See Attached Spreadsheet from the School Board	205-4-061000-1120 (Instruction)	(398,081.00)
					205-4-062000-1800 (General Support)	29,081.00
					205-4-063000-3400 (Pupil Transport)	(286,351.00)
					205-4-064000-3300 (Maintenance)	838,461.00
					205-4-065000-3179 (Non-Instructional)	281,661.00
					205-4-067000-5700 (Technology)	(464,761.00)
YEAR-END APPROPRIATIONS:						
			APPROPRIATION			
Sale of Surplus Property	100-3-000000-150215	Sale of Surplus Vehicles	13,458.00	During FY2020, the County sold a total of 4 cars in the County's Fleet. This money needs to be appropriated to the Fleet budget to help cover fleet related costs for the year.	100-4-012520-8105 (Capital Outlay-Vehicle)	11,058.00
					100-4-012520-6031 (Fleet-Labor)	2,400.00

Attachment: FY2020 Budget Adjustments.7.21.20.Attachment (2099 : 2020 Year End Budget Amendments

Pittsylvania County
FY 2020 Year-End Budget Adjustments

			APPROPRIATION			
Donations-Halloween	100-3-000000-189903	Project Lifesaver Donations	900.00	We receive donations for the Project Lifesaver Program at the Sheriff's office. We received monies during the year that need to be appropriated back to the Project Lifesaver Expenditure line item	100-4-031200-5882	900
			APPROPRIATION			
Donations-Halloween	100-3-000000-189913	Halloween-Contributions	100.00	We receive donations for the Trunk or Treat event that is sponsored by the Sheriff's office. We received monies during the year that need to be appropriated back to the Halloween Expenditure line item.	100-4-031200-5878	100
			APPROPRIATION			
Donations-Iron Dog Event	100-3-000000-189916	K-9 Dog Donations	375.00	We received donations for the K-9 program at the Sheriff's office this year. We need to appropriate these funds to be used for this program's expenses.	100-4-031200-6045	375
			APPROPRIATION			
Donations-Iron Dog Event	100-3-000000-189923	Iron Dog Event	4,567.15	We received donations for the Iron Dog event that is being sponsored by the Sheriff's office this year. We need to appropriate these funds to be used for this event's expenses.	100-4-031200-60452	4,567.15
			APPROPRIATION			
Donations-Halloween	100-3-000000-240415	Soil and Water Conservation District	4,314.14	SWCD pays 100% of their payroll with Pittsylvania County. An estimated is used to determine budget for the year and SWCD was short of budget dollars by this amount.	100-4-082400 (SWCD budget-various)	4,314.14

Attachment: FY2020 Budget Adjustments.7.21.20.Attachment (2099 : 2020 Year End Budget Amendments

Pittsylvania County
FY 2020 Year-End Budget Adjustments

			APPROPRIATION			
Donations-Halloween	100-3-000000-410501	Unapprop Surplus-CSA Carryover	700,000.00	This is a portion of the amount that was remaining at the end of FY2019 for CSA. These funds were not carried over originally since we did not feel that these funds would be needed, however; prior year expenses paid from July to Sept 2019 consumed a large amount of the FY2020 budget. This covers this shortage and allows for funds that may be needed for the FY2021 budget for the same reason.	100-4-053500-7004 CSA-Pool Funds-Local)	700,000.00
			APPROPRIATION			
Schools	250-3-000000-031774	E911-VITA Grant	21,076.52	This amount was received from the Virginia Information Technology Agency for E911 services and needs to be appropriated to be used by the E911 Center.	250-4-031774-8102	21,076.52
			APPROPRIATION			
Schools	250-3-000000-180301	Expenditure Refunds	23,241.88	These funds were received due to an utility audit that was performed on our telephone, gas and electric invoices. This amount was for the E911 phone system that is charged to the PSAP-Wireless Grant.	250-4-031775-5230	23,241.88
			APPROPRIATION			
Schools-Nutrition	251-3-000000-180301	Expenditure Refunds	5,848.03	This total represents expenditure refunds that have been received by the WIB throughout FY2020. These funds need to be appropriated back to the line item that was affected.	251-4-353160-6012 251-4-353851-1100 251-4-353853-1100 251-4-353160-5500	1,776.00 2,000.00 2,000.00 72.03

Attachment: FY2020 Budget Adjustments.7.21.20.Attachment (2099 : 2020 Year End Budget Amendments

Pittsylvania County
 FY 2020 Year-End Budget Adjustments

			APPROPRIATION		
Donations-Emergency Medical	251-3-000000-180315	Pathways Grant-Contractual Services	10,302.74	Amounts received by the WIB for contractual services not paid directly by the Grant	100-4-353884-5260 10,302.74
			APPROPRIATION		
ED Fund	325-3-000000-180301	ED-Expenditure Refunds	7,083.33	We received grant funds from the City of Danville to cover 1/3 of the cost a joint economic development strategic plan. These funds need to be appropriated to cover these expenditures.	325-4-081500-82322 (ED Strategic Plan) 7,083.33
			APPROPRIATION		
Solid Waste Enterprise Fund	410-3-000000-410502 435-3-000000-410502	School Construction Funds	11,755.13	Amount requested by the School Board of residual school project funds to be used for the installation of school security equipment	410-4-094400-9102 (\$9,355.13) 435-4-094400-9102 (\$2,400.00) 11,755.13
			APPROPRIATION		
Solid Waste Enterprise Fund	520-3-000000-160802	Solid Waste Fees	71,817.64	Amount needed to cover additional costs for taking in additional trash from outside trash contractor	520-4-042400 (SW Disposal-Variou) 71,817.64
			APPROPRIATION		
Solid Waste Enterprise Fund	530-3	Rescue Billing Accounts-Variou	72,709.45	Amount needed to cover the cost of ambulance billing service.	530-4 (Rescue Billing (Various Agencies) 72,709.45
			TOTAL APPROPRIATION	947,549.01	947,549.01
			TOTAL TRANSFERS	-	-
			TOTAL APPROPRIATION/TRANSFERS	947,549.01	947,549.01

Attachment: FY2020 Budget Adjustments.7.21.20.Attachment (2099 : 2020 Year End Budget Amendments

Budget Adjustments and Categorical Transfer for FY 2019-20:

Budget Adjustments approved by Board of Supervisors:

FY 2018-19 Carryover (approved by BOS 8/20/19)	\$1,366,422.00
Vehicle Lease FY 19-20 (approved by BOS 11/19/19)	\$963,628.35
Additional Revenues (grants) for FY 19-20 (approved by BOS 2/18/20)	<u>\$1,267,000.00</u>
Total Amendments approved and appropriated by BOS	<u>\$3,597,050.35</u>

2019-2020 Categorical Budget

Categories	Original Budget Adopted by BOS	Categorical Adjustments approved 08/20/19	Additional Appropriations	Adjusted Budget	Fiscal Yr-End Categorical Transfers	Final Adjusted Budget
Instruction	66,295,439.00	-378,570.00	1,596,371.33	67,513,240.33	-398,087.45	67,115,152.88
Attendance/Health Services (General Support)	3,877,927.00	126,281.00	16,420.00	4,020,628.00	29,087.84	4,049,715.84
Pupil Transportation	6,539,109.00	57,297.00	1,000,943.38	7,597,349.38	-286,355.24	7,310,994.14
Operation and Maintenance	8,014,839.00	148,581.00	809,403.64	8,972,823.64	838,460.90	9,811,284.54
Non-Instructional Operations	3,511,135.00	8,710.00	0.00	3,519,845.00	281,660.20	3,801,505.20
Facilities	0.00	0.00	0.00	0.00	0.00	0.00
Technology	2,788,478.00	37,701.00	173,912.00	3,000,091.00	-464,766.25	2,535,324.75
Total	91,026,927.00	0.00	3,597,050.35	94,623,977.35	0.00	94,623,977.35

Pittsylvania County Public Library
Year End Balances - FY19-20

STATE FUNDS		
250-4-073300-3320	Service Contract-Office Equip	518.75
250-4-073300-6001	Office Supplies	4,530.33
250-4-073300-6003	Furniture & Fixtures	9,918.23
250-4-073300-6012	Books & Subscriptions	118,108.92
250-4-073300-6021	Computer Supplies	34,569.77
		167,646.00

GIFT FUND		
265-4-073310-6012	Memorial Books Expense	137,162.52
		137,162.52

Total Local Expenditures	1,441,293.07
Adjusted 19-20 Budget	<u>(1,390,436.79)</u>
Transfer from Memorial Books	<u><u>50,856.28</u></u>

Attachment: FY2020 Budget Adjustments.7.21.20.Attachment (2019 : 2020 Year End Budget Amendments Approval (Staff Contact: Kimberly G.



COUNTY ADMINISTRATION
P.O. Box 426 • 1 Center Street
Chatham, Virginia 24531
Phone (434) 432-7710

Attachment: FY2020 Budget Adjustments.7.21.20.Attachment (2099 : 2020 Year End Budget Amendments Approval (Staff Contact: Kimberly G.

October 29, 2019

Dr. Mark Jones, Superintendent
Pittsylvania County Schools
P. O. Box 232
Chatham, VA 24531

Dear Dr. Jones,

I would like to acknowledge that we received your request for funds that we have in two capital school funds in the amount of \$11,755.13. I am sending my approval to the County Finance Department so that the funds may be transferred into the School Fund for a grant match for the purchase and installation of school security equipment at the following schools, Chatham, Gretna, and Kentuck Elementary Schools.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "David M. Smitherman", is written over a large, stylized blue flourish that extends to the right.

David M. Smitherman
County Administrator

Cc: Pittsylvania County Board of Supervisors
Kimberly Van Der Hyde, Director of Finance, Pittsylvania County
Tracey Worley, Director of Finance, Pittsylvania County Schools

BUSINESS SAVVY. PEOPLE FRIENDLY.
David M. Smitherman, County Administrator
david.smitherman@pittgov.org



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Budget Appropriation Resolution Revisions Approval (Staff Contact: Kimberly G. Van Der Hyde)		
Staff Contact(s):	Kimberly G. Van Der Hyde		
Agenda Date:	July 21, 2020	Item Number:	7.e
Attachment(s):			
Reviewed By:	VH		

SUMMARY:

The Board recently approved an appropriation of Coronavirus Relief Funds (“CRF”) during June 2020. This Fund was created to track all COVID related expenditures and paid for with CRF Federal Funds. Therefore, the CRF Fund (Fund 202) needs to be designated in Section 7 of the FY 2020 County Budget Resolution (Original Resolution # 2019-04-01) and the FY 2021 County Budget Resolution (Original Resolution # 2020-04-01).

The Board also approved to administer the Pittsylvania County Service Authority during May 2020. This Budget will be housed in Fund 501; therefore, Fund 501 needs to be designated in Section 7 of the FY 2021 County Budget Resolution (Original Resolution # 2020-04-01). Section 7, from both of these Resolutions, are shown below with the additions highlighted in blue:

Original Resolution # 2019-04-01/New Resolution # 2020-07-03:

Section 7. At the close of the Fiscal Year, all unencumbered appropriations lapse for Budget items other than **the Coronavirus Relief Fund 202**, the School Cafeteria Receipts Fund 209, the Beautification Fund 230, the State Restricted Seizure Fund - Sheriff 241, the Federal Restricted Seizure Fund 242, the State Restricted Seizure Fund – Commonwealth’s Attorney 243, the Federal Restricted Seizure Fund – Commonwealth’s Attorney 244, the Animal Friendly Plates Fund 245, the Grants Fund 250, the Work Force Investment Act Fund 251, Law Library Fund 260, the Library Memorial Gift Fund 265, Cash Bonds Fund 305, the County Capital Improvements Fund 310, the Jail Inmate Management Fund 311, the Courthouse Maintenance Fund 312, the Courthouse Security Fund 314, the Jail Processing Fund 315, the Rural Roads Fund 320, the Industrial Development Local Fund 325, the Industrial Development Cyclical Fund 330, the School Bond Fund 410, the Social Services Bond Fund 420, the Debt Service Reserve Fund 425, the Bond Fund-Schools 435, the Landfill

Fund 520, the Rescue Billing Fund 530, the Special Welfare Fund 733 and the Pittsylvania County Employees Health Plan 734. Thus, all cancelled cash balances shall revert back to the General Fund.

Original Resolution # 2020-04-01/New Resolution # 2020-07-04:

Section 7. At the close of the Fiscal Year, all unencumbered appropriations lapse for budget items other than [the Coronavirus Relief Fund 202](#), the School Cafeteria Receipts Fund 209, the Beautification Fund 230, the State Restricted Seizure Fund - Sheriff 241, the Federal Restricted Seizure Fund 242, the State Restricted Seizure Fund – Commonwealth’s Attorney 243, the Federal Restricted Seizure Fund – Commonwealth’s Attorney 244, the Veterinary Fund 245, the Grants Fund 250, the Work Force Investment Act Fund 251, Law Library Fund 260, the Library Memorial Gift Fund 265, Cash Bonds Fund 305, the County Capital Improvements Fund 310, the Jail Inmate Management Fund 311, the Courthouse Maintenance Fund 312, the Courthouse Security Fund 314, the Jail Processing Fund 315, the Rural Roads Fund 320, the Industrial Development Local Fund 325, the Industrial Development Cyclical Fund 330, the School Bond Fund 410, the Social Services Bond Fund 420, the Debt Service Reserve Fund 425, the Bond Fund-Schools 435, [the PCSA Fund 501](#), the Landfill Fund 520, the Rescue Billing Fund 530, the Special Welfare Fund 733 and the Pittsylvania County Employees Health Plan 734. Thus, all cancelled cash balances shall revert back to the General Fund.

FINANCIAL IMPACT AND FUNDING SOURCE:

There is no financial impact due to this change. This change simply allows funds to remain in the designated Fund and not revert back to the General Fund at year-end.

RECOMMENDATION:

County Staff recommends that the Board approve the revisions stated above and adopt Resolution # 2020-07-03 (for FY 2020) and Resolution # 2020-07-04 (for FY 2021).

MOTION:

“I make a Motion to adopt Resolution # 2020-07-03 to include Fund 202 and Resolution # 2020-07-04 to include Funds 202 and 501.”



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	County/IDA Audit Cost Sharing MOU Approval (Staff Contact: Kimberly G. Van Der Hyde)		
Staff Contact(s):	Kimberly G. Van Der Hyde		
Agenda Date:	July 21, 2020	Item Number:	7.f
Attachment(s):	IDA County Audit MOU		
Reviewed By:	KH		

SUMMARY:

The County has partnered with the Pittsylvania County Industrial Development Authority (“IDA”) to provide incentives, including bank financing opportunities for industries that locate in the County. These deals have become increasing more involved than in the past and require more work from the Auditors during the Audit process. As such, the last estimate that was received for this year’s IDA Audit was \$6,000, which was an increase of \$2,200. This amount is more than the IDA can cover for these services, so the County would like to shoulder the additional cost associated with future IDA Audits.

FINANCIAL IMPACT AND FUNDING SOURCE:

The IDA will provide a total of up to \$3,800 per year for the annual IDA Audit. The County will cover any remaining cost associated with said Audits. The County plans to cover a total \$of 2,200 for the IDA Audit that covers the period of January 1, 2020 - June 30, 2020 (note: the IDA recently changed Audit periods to mirror the County’s Fiscal Year ending June 30).

RECOMMENDATION:

County Staff recommends the Board approve the attached Memorandum of Understanding (“MOU”) with the IDA to aid in the cost of the annual IDA Audit as presented.

MOTION:

“I make a Motion to approve the attached MOU with the IDA as presented.”

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is hereby made and entered into by and between the County of Pittsylvania, Virginia (“County”), a political subdivision of the Commonwealth of Virginia, and the Industrial Development Authority of Pittsylvania County, Virginia (“IDA”), and is made and effective upon execution by both parties

A. PURPOSE:

This MOU’s purpose is to outline with specificity the Parties’ responsibilities regarding payment/contribution of/to the IDA’s annual audit services. The Parties to this MOU hereby agree to be fully legally bound in all aspects to the below terms and conditions contained in this MOU.

B. TERM:

This MOU’s term shall be from July 1, 2020, to June 30, 2021. The MOU’s term may be extended indefinitely by mutual written consent of the Parties.

C. MOU TERMINATION:

This MOU may be terminated at any time by either Party with ninety (90) days written notice to the other Party utilizing the addresses contained in MOU Section E(4)(A).

D. AUDIT CONTRIBUTION/PAYMENT:

The IDA will contribute up to \$3,800.00 annually toward its annual audit services. Any and all cost overage(s) for said annual IDA audit services shall be borne and paid by the County.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. VIRGINIA FREEDOM OF INFORMATION ACT (“FOIA”). Any information furnished to the County under this MOU may be subject to FOIA.

2. MODIFICATION. Modifications within the scope of the MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being made.

3. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the County and/or IDA from participating in similar activities with other public or private agencies, organization, or individuals.

4. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

- A. County:
 Pittsylvania County, Virginia
 c/o County Administrator
 County Administration Building
 1 Center Street

Chatham, Virginia 24531

- B. IDA:
 Pittsylvania County, Virginia
 c/o IDA Chairman
 County Administration Building
 1 Center Street
 Chatham, Virginia 24531

5. GOVERNING LAW, VENUE, MEDIATION, LEGAL FEES/COSTS:

A. Governing Law: This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

B. Venue: If legal action by either Party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in Pittsylvania County, Virginia.

C. Mediation:

(i) Good faith mediation shall be a condition precedent to the filing of any litigation in law or equity by either Party against the other Party relating to this MOU. Before the remedies provided for in this Section may be exercised by either Party, such Party shall give written notice to the other Party that such Party believes that an event of default or impasse under this MOU may have occurred, specifying the circumstances constituting the event of default or impasse in sufficient detail that the other Party will be fully advised of the nature of the event of default or impasse. The responding Party shall prepare and serve a written response thereto within ten (10) business days of receipt of such notice. A meeting shall be held within ten (10) business days after the response between the Parties to attempt in good faith to negotiate a resolution of the dispute.

(ii) If the Parties are unable to resolve the dispute through the above process, the Parties shall attempt to resolve the controversy by engaging a single mediator, experienced in the subject matter, to mediate the dispute. The mediator shall be mutually selected by the Parties, to the controversy and conduct mediation at a location to be agreed upon by the Parties or absent agreement, by the mediator. Within two (2) business days of selection, the mediator shall be furnished copies of the notice, this MOU, response, and any other documents exchanged by the Parties. If the Parties and the mediator are unable to settle the same within thirty (30) days from selection, or such other time as the Parties agree, the mediator shall make a written recommendation as to the resolution of the dispute. Each Party, in its sole discretion, shall accept or reject such recommendation in writing within ten (10) days. Should the Parties be unable to agree upon a single mediator within five (5) business days of the written response of the responding Party, the Parties jointly, shall agree upon the selection of a neutral third-party agreed upon by the Parties, to appoint a mediator, experienced and knowledgeable in the matters which are the subject of the dispute. The costs of the Mediator and the mediation shall be shared equally by the Parties to the dispute.

(iii) Notwithstanding the preceding paragraphs, the Parties reserve the right to file suit or pursue litigation. The Parties consent to selection of a mediator by any Court shall not constitute consent to jurisdiction of such court or waiver of defenses as to venue or jurisdiction.

D. Legal Fees/Costs: At all times under this MOU, each Party shall be responsible for its own legal fees and costs.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the last date written below.

WITNESS the following signatures and seals:

COUNTY OF PITTSYLVANIA, VIRGINIA

By: _____ (SEAL)

Print: _____

Title: _____

Date: _____

INDUSTRIAL DEVELOPMENT AUTHORITY OF PITTSYLVANIA COUNTY, VIRGINIA

By: _____ (SEAL)

Print: _____

Title: _____

Date: _____

Attachment: IDA County Audit MOU (2101 : County/IDA Audit Cost Sharing MOU Approval (Staff Contact: Kimberly G. Van Der Hyde))



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Janitorial Services for Libraries Award (Staff Contact: Connie M. Gibson)		
Staff Contact(s):	Connie M. Gibson		
Agenda Date:	July 21, 2020	Item Number:	7.g
Attachment(s):	RFP 2020-05-15- Janitorial Library Contract - Janitorial, Library		
Reviewed By:	VH		

SUMMARY:

The County recently issued a Request for Proposals (“RFP”) for Janitorial Services for four (4) libraries and the County’s History and Research Center. Said RFP was posted on the County’s website and the Virginia Business Opportunity’s website. The County received three (3) responses to the RFP. The evaluation committee, consisting of Jennifer Arthur, Lisa Tuite, and Barbara Roberts, agreed that Derrick’s Janitorial Services (“Derrick’s”) is the County’s best fit. For your reference and review, a copy of a proposed contract with Derrick’s is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

\$23,760.00 annual cost. There are four (4)- one (1) year optional renewals. The money comes from the County Library Budget.

RECOMMENDATION:

County Staff recommends the Board award this contract to Derrick’s as presented.

MOTION:

“I make a Motion to award the contract to Derrick’s as presented.”



PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

REQUEST FOR PROPOSAL

RFP- 2020-05-15

**JANITORIAL SERVICES FOR PITTSYLVANIA COUNTY
 PUBLIC LIBRARY BUILDINGS**

**CHATHAM PUBLIC LIBRARY
 GRETNA PUBLIC LIBRARY
 BROSVILLE PUBLIC LIBRARY
 MT. HERMAN PUBLIC LIBRARY
 HISTORY CENTER**

May 15, 2020

**CONTACTS: BARBARA ROBERTS, SENIOR ADMINISTRATIVE
 ASSISTANT (434) 432-3271**

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

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
JANITORIAL SERVICES
RFP# 2020-05-15**

Issue Date: May 15, 2020

Issuing: Pittsylvania County, Virginia, Purchasing Department

Title: Janitorial Services for the Public Libraries

Sealed Proposals Will Be Received Until 2:00 P.M., June 11, 2020

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

Copies of the Proposal 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 website.

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

PRE-PROPOSAL CONFERENCE: There will be no pre-proposal conference. Each prospective proposer is required to visit and inspect each work location before submitting their proposal. Proposals will only be accepted from proposers who have visited the work location and conferred with the branch manager at each library. Call each library for an appointment. Phone#s on page 4.

All Proposals must be in a sealed envelope and clearly marked in the lower left corner:

Sealed Proposal - RFP #2020-05-15, Janitorial Services for the Public Libraries. Proposals not so marked or sealed shall be returned to the offeror and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership, individual). All expenses for making proposals to Pittsylvania County shall be borne by the offeror. **All Proposals shall be received by 2:00 P.M., Thursday, June 11, 2020.** Any proposal received after this time and date will not be considered. The offeror has the sole responsibility to have the proposal received by the Pittsylvania County Purchasing Department at the above address and by the above stated time and date.

This procurement shall be conducted in accordance with the competitive negotiation procedures of the Virginia Public Procurement Act – Section 2.2- 4302.2

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.

In Compliance with this Request for Proposal the named party hereby submits a proposal in response to Pittsylvania County to furnish services described in this RFP. The entire proposal, including Technical proposal, Proposal Cover Sheet, and any supplemental materials required to be provided by the offeror pursuant to the terms and conditions of the RFP, constitute the entire proposal.

The party hereby certifies that such is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price or affiant or any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Pittsylvania County or any person interested in the proposed contract.

The party submitting the forgoing Proposal acknowledges the provisions, terms and conditions of this RFP, including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this RFP is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

Name and Address of Firm:

Date: _____

By: _____

Signature

Print Name

Title

Telephone Number: _____

e-mail: _____

FIN: _____

REFERENCES: Provide at least three (3) references that you currently provide janitorial services for. Please include the company name, a contact person's name and a phone number.

- 1.
- 2.
- 3.

PURPOSE:

The intent of this request for proposal is to establish a contract with a qualified firm to provide janitorial services for the Pittsylvania County Public Library system. Contract to begin July 1, 2020.

1. SCOPE OF WORK:

The contractor shall furnish all labor and supervision to clean the following listed buildings:

- A. Chatham Public Library- 24 Military Drive in Chatham, VA.: 434-432-3271
- B. Gretna Public Library and Learning Center/The Riddle Center, - 207 Coffey Street, Gretna, VA: 434-656-2579
- C. Brosville Public Library- 11948 Martinsville Hwy. Danville, VA 24541 : 434-685-1285
- D. Mount Hermon Public Library- 4058 Franklin Turnpike, Danville, VA: 434-835-0326
- E. Pittsylvania County History Research Center and Library. The building is located at 340 Whitehead Street, Chatham, VA.: 434-432-8931

Tentative Schedule- all cleaning shall take place after hours

Chatham - Tues / Thurs evening
 Open: Mon - Thurs 9:00 - 8:00
 Fri - 9:00 - 5:00
 Sat - 10:00 - 2:00

Gretna - Tues / Thurs evening
 Open: Mon, Tue, Thurs - 10:00 - 8:00
 Wed & Fri - 10:00 - 6:00
 Sat - 10:00 - 12:00

Mt Hermon - Mon / Thurs evening
 Open: Mon - Thurs - 10:00 - 8:00
 Fri - 10:00 - 6:00
 Sat - 10:00 - 2:00

Brosville - Wed evening
 Open: Mon - Thurs 9:00 - 8:00
 Fri - 9:00 - 5:00
 Sat - 10:00 - 2:00

History Center - Saturday afternoon
 Open: Tues - Sat - 10:00 - 2:00

Attachment: RFP 2020-05-15- Janitorial Library (2081 : Janitorial Services for Libraries Award (Staff Contact: Connie M. Gibson))

2. CONTRACTOR'S PERSONNEL:

1. *Supervisor:* The Contractor shall assign not less than one qualified supervisor to physically supervise the Contractor's employees in each building and to ensure adherence to the cleaning schedule. The supervisor shall be responsible for all keys assigned to unlock spaces and for the security of the building. The supervisor also shall be responsible for the conduct and performance of the Contractor's employees, and compliance with the following rules:
 - a. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted in the building.
 - b. Contractor's employees shall adhere to the library's non-smoking environment. Smoking will not be permitted inside any building at any time.
 - c. No loud or boisterous conduct will be permitted.
 - d. Contractor's employees will not open desk drawers or cabinets at any time.
 - e. Contractor's employees are not to use or tamper with computers, office machines, equipment, or employees' personal property at any time, whether it is inside a desk or cabinet or not.
 - f. Contractor's employees may not use the library telephones at any time.
 - g. Contractor's employees shall be made aware of and follow safety procedures of the contractor and the library.
 - h. No one shall be in the building during cleaning except for the Contractor's employees and/or the library employees.
 - i. The work shall be under the supervision of, and inspected by, the branch managers.

3. SPECIFICATIONS FOR THE WORK

The following specifications are intended to serve as a guideline and apply to all bid items. The successful bidder shall perform all work to the complete satisfaction of the library. The successful bidder may deviate from the established standards if the library's administrator or her representative approves the deviation, and if such deviation will improve the quality of service received by the library, provided the deviation does not affect a price increase in the cost of the contract.

1. Level of Service: The Contractor shall provide a level of cleaning equal to standards defined by the Building Service Contractor Association for adequate cleaning. Adequate shall be defined as a cleaning standard that will provide no serious criticism.
2. Cleaning times: The Contractor shall perform the tasks of each area or item in the frequencies specified: Each building shall be cleaned twice a week, per the branch manager's discretion as to which days. The libraries close at 8:00 p.m. The Contractor and employees may **not** enter the buildings until after the library staff has secured them for the evening. There shall also be an annual cleaning at

each building during the Memorial Day weekend in May; specific tasks to be performed annually appear in section five (Page 7).

3. **Cleaning Supplies and Equipment:** The Contractor shall furnish all equipment [such as buffing machine, vacuum cleaner, mops]; cleaning supplies [must be non-toxic products]; trash bags and wastebasket liners. The Library will furnish toilet paper, paper towels, and soap for the dispensers. The contractor shall not use any products, supplies, or equipment that are injurious or damaging to the surface to which they are applied or exposed. The Contractor shall be responsible for restoring/replacing any equipment/facilities, furniture, floor coverings, etc., so damaged.
 - A. **Dusting and Cleaning:** The contractor shall dust and clean all horizontal surfaces weekly. Horizontal surfaces include desks, counter tops, chairs, tables, file cabinets, wall-mounted fixtures, picture frames, open space furniture, computer work stations and empty shelves and portions of shelves.
 - B. Door moldings, baseboards, books (tops and spines) should also be dusted. Books do not need to be taken from shelves. All window sills and ledges should be dusted weekly. Surfaces shall be free from dust after dusting is completed.
 - C. **Trash Removal:** All trash shall be removed from public areas, staff office areas and bathrooms. New liners shall be provided weekly or as needed. Spills shall be wiped from trash receptacles weekly. Waste containers and trash receptacles shall be kept clean inside and out. All trash shall be bagged prior to removal from each building. All outside ashtrays shall be emptied every week and absorbent material replaced monthly or as needed.
 - D. **Door and Window Care:** Glass in all exterior entrance doors, interior vestibule doors, and vision panels in doors shall be cleaned of spots and smudges at each cleaning. Door push-pulls and kick plates shall be cleaned or polished as required to remain free of fingerprints, smudges, and kick marks
 - E. **Carpet and Mat Care:**
 1. All floors shall be spot-cleaned twice a week. Additional floor care shall be performed as outlined below. When dry dust mopping is required, mops must be treated to minimize or eliminate airborne dust.
 2. All carpeted floors shall be vacuumed at each cleaning. Additional work shall be performed as outlined below. All loose paper, trash, and debris under furniture shall be removed. Carpet shall be thoroughly vacuumed weekly, moving furniture as necessary. Carpet shall be spot cleaned as necessary to remove spills and/or stains.
 3. Entry mats shall be vacuumed and shaken-out at every cleaning. Mats shall be spot-cleaned as necessary to remove spills and stains.

F. Tile, brick, and concrete floor care:

1. All brick entryway areas shall be cleaned at every cleaning. During inclement weather, these floors should be given special attention.
2. The vinyl tile flooring in office and work areas should be swept clean at each cleaning. They should be damp mopped weekly.
3. Restroom floors shall be damp mopped twice a week at all libraries with a germicidal cleaner. Restroom floors and baseboards, including grout joints, shall be brush scrubbed monthly.
4. The outside front entrance walk and the employee entryway should be swept at each cleaning.

F. Ceiling care:

1. Dust and cobwebs shall be removed when clearly noticeable. Grills and diffusers shall be dusted semi-annually.

G. Wall care:

1. All walls, doors, door jambs, window frames and light switches shall be spot-cleaned weekly to remove spills, soil marks, and graffiti.

H. Restroom facilities:

1. Restroom stalls and walls shall be spot-cleaned twice a week with a germicidal cleaner.
2. All commodes, seats, lavatories, and urinals shall be cleaned at each cleaning using a germicidal cleaner with brush or swab as required, inside and out including the flushing rim. The exterior of all fixtures shall be wiped dry including piping. All fixtures shall be left free from stains, streaks, and any marks or deposits.
3. All mirrors shall be cleaned at every cleaning.
4. Wipe clean all soap, towel, and toilet tissue dispensers. Soap, toilet tissue, and paper towels shall be replenished at each cleaning.
5. All sanitary napkin receptacles shall be emptied and cleaned using a germicidal cleaner at every cleaning.

I. Computer tables and Computer lab: All spots and soil marks shall be removed from computer tables at each cleaning. Tables and chairs shall be dusted with treated dust cloths to eliminate airborne dust weekly.

J. Drinking Fountains shall be wiped clean with a sanitizing solution and polished at each cleaning.

K. Miscellaneous: All lights in the library except for the safety lights shall be extinguished when cleaning has been completed. All graffiti and gum shall be removed as it appears.

5. ANNUAL CLEANING: An annual cleaning shall be performed during the Memorial Day weekend in May.

- a. All carpeting shall be vacuumed and shampooed.
- b. All vinyl floors shall be stripped, sealed, and re-waxed.
- c. All upholstered and fabric-covered furniture shall be cleaned as needed.
- d. Complete shelf dusting shall be performed.
- e. Windows shall be cleaned
- f. Clean all furniture surfaces
- g. Glass display cases shall be cleaned
- h. Glass on inside and outside front doors shall be cleaned.

6. PLAN OF OPERATION: Within thirty days after the award of the contract, the Contractor shall submit to the library director a complete plan of operation to include the following:

1. Number of employees assigned to each area.
2. Name, address, and telephone number of each assigned manager and the assigned supervisory functions.

Keys and security procedures:

1. Keys will be distributed by the branch manager at each library. The Contractor will sign for the keys at each building.
2. Unsecured areas: Areas shall only be unlocked at the time the cleaning begins. Keys shall not be used to unlock several cleaning areas simultaneously.
3. Keys may not be duplicated for any reason.

Removal from Duty: The library may require the removal of any Contractor's employee from the worksite who is deemed to be untrained, careless, and insubordinate, under the influence of drugs or alcohol, or incompatible with the library environment.

7. INSTRUCTIONS TO OFFERORS

A. This procurement shall be conducted in accordance with the competitive negotiation procedures of Pittsylvania County Procurement Policy. The Procurement Policy is available at: www.pittsylvaniacounty.va.gov.

B. Questions or requests for clarification may be emailed to Connie Gibson, Purchasing Manager at connie.gibson@pittgov.org.

C. Three (3) copies and one (1) original indicated as "Original" of Proposals shall be submitted to:

Pittsylvania County, Purchasing Department
P.O. Box 426, 1 Center Street
Chatham, VA 24531

- D. All Proposals must be in a sealed envelope or box and clearly marked with the following information: "Sealed Proposal, RFP #2020-05/15 Janitorial Services" and company name and address. Proposals not so marked or sealed may be returned to the Offeror and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). Proposals shall be signed above the typed or printed name and title of the individual signing on behalf of the Offeror (page 3). All expenses incurred for submitting shall be borne by the Offeror.

All Proposals shall be received by 2:00 PM on June 11, 2020

- E. The Offeror shall submit a proposal that demonstrates and provides evidence that the Offeror is able to provide suitable goods and/or services and has the capabilities, professional expertise, and experience to provide janitorial services.

8. PROPOSAL REQUIREMENTS

- A. The proposal shall provide information necessary for Pittsylvania County to evaluate the qualifications, experience, and expertise of the proposing firm to perform janitorial services for five public libraries. The proposal shall also demonstrate the experience and capabilities of the Offeror in providing the goods and services to local and/or state governments.
- B. The proposal shall contain a CONCISE summary of the subject items described in the proposal evaluation criteria contained in this RFP, Section 9.
- C. The proposal shall clearly indicate primary contact and assigned personnel. Offeror shall provide the name of the Offeror and firm, if any, the address and telephone number, and the name and title of the primary and secondary individuals who would be responsible for providing these goods and/or services to the County.
- D. The proposal shall demonstrate Offerors experience in providing Scope of Services.
- E. Offeror shall provide a minimum of three references of other similar size organizations utilizing janitorial services that they have provided. The references shall include names, phone numbers and email addresses of key contact personnel.
- F. Offerors shall indicate any exceptions taken to any part of this Request for Proposals. Offerors shall fill out and clearly identify any proprietary information and return with proposal response. Identify the specificity of the data or other materials for which protection is sought, indicate the section and page number where it can be found in the Offerors RFP response and state the reasons why protection is necessary in accordance with the Code of Virginia, Chapter 43, § 2.2-4342.

- G. Offerors shall provide a table of contents and number all pages of their proposal response and shall fill out and return the cover page of this RFP signed by a person with corporate authority to enter into any contract which may result from the RFP.
- H. Offerors shall provide their current workload with particular reference to personnel and other resources being proposed.
- I. Offerors shall provide information on the corporate structure of their firm as well as any proposed subcontractors required to perform the required work.
- J. Offerors shall provide cost for services stated in the proposal. The cost shall be per monthly, per library.
- K. Offeror shall include a copy of their State Corporation Commission Certificate of Good Standing.

9. PROPOSAL EVALUATION CRITERIA

A. Selection of the successful Offeror(s) will be based upon submission of proposals meeting the selection criteria. The Selection Committee (SSC) will use the following criteria in its review and evaluation of the Proposals:

EVALUATION CRITERIA WEIGHT

1. Qualifications and Experience of Offeror in Providing Similar Services. 35 pts
2. Approach for Providing Services to Meet the Statement of Needs. 30 pts
3. Proposed price based on monthly charges. 25pts
4. Oral Presentation Interviews. (will only be conducted if deemed necessary by the County). 10 pts.

If an interview is not needed proposals will be scored on a maximum of 90 points only.

ATTACHMENTS THAT SHOULD BE RETURNED WITH BID:

1. Official Bid Form, page 3
2. Statement of Disclaimer, page 19
3. Contractor Eligibility, page 19
4. Attachment A- Price sheet, page 11
5. Copy of Insurance Certificate

JANITORIAL SERVICES – All Branches of the County Library

The cost below meets or exceeds all the specifications for the janitorial services requested in this request for proposal.

LOCATION	MONTHLY COST	ANNUAL CLEANING COST IN MAY
CHATHAM LIBRARY	\$ _____	\$ _____
GRETNA LIBRARY	\$ _____	\$ _____
BROSVILLE LIBRARY	\$ _____	\$ _____
MT. HERMAN LIBRARY	\$ _____	\$ _____
HISTORY AND RESEARCH	\$ _____	\$ _____

GRAND TOTAL: \$ _____

LIST ANY EXCEPTIONS OR OTHER CHARGES THAT MAY OCCUR:

****Return this form ****

10. SPECIAL TERMS AND CONDITIONS

- A. **REMOVAL FROM DUTY:** The library may require the removal of any Contractor's employee from the worksite who is deemed to be untrained, careless, and insubordinate, under the influence of drugs or alcohol, or incompatible with the library environment.
- B. **PRE-PROPOSAL CONFERENCE:** There will be no pre-proposal conference, but each prospective bidder is required to visit and inspect each work location before submitting a proposal. Proposals will only be accepted from visitors who have visited the work location and conferred with the branch manager. Call for an appointment.
- C. **AWARD:** The Selection Committee will evaluate the most responsive proposals as deemed by staff and may also ask questions of a clarifying nature from Offerors as required. A composite rating will be developed which indicates the group's collective ranking of the written proposals in a descending order. If deemed necessary by the selection committee, the County may engage in individual discussions with two or more Offerors deemed the most fully qualified, responsible and suitable on the basis of the Selection Committee's evaluations.

At the conclusion of any discussion, on the basis of evaluation factors as set at the time of issuance of this proposal and all information developed in the selection process to this point, the County shall select in the order of preference one or more Offerors whose qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted; beginning with the Offeror ranked first. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. Pittsylvania County reserves the right to award a contract to more than one Offeror, if it is in the Owner's best interest.

The County reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of Pittsylvania County.

- D. **RENEWAL OF CONTRACT:** This contract may be renewed by the County for four (4) successive one- year periods under the terms and conditions of the original contract except as stated below. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.
- E. **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.

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 and at the County Administration Building public board, located at 1 Center Street, Chatham, VA, 24531.

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.

**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 exchanged. 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.

Sample contracts may be submitted by either party at the time of the bid, however, the County reserves the right to use its uniform contract format over all samples submitted.

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.

Attach

STATEMENT OF DISCLAIMER

RE: 2020-03-10

This is to certify that no employee, official, or elected officer of the County of Pittsylvania has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.

FIRM: _____

BY: _____

TITLE: _____

CONTRACTOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has not been barred from bidding on contracts any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

Name of Official

Title

Firm or Corporation



This contract entered into this 22nd of July, 2020, by Derricks Cleaning, Inc., hereinafter called the “Contractor” and County of Pittsylvania called the “Purchasing Agency.”

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the County of Pittsylvania as set forth in the RFP 2020-05-15, Janitorial Services for Pittsylvania County Libraries and proposal received. Cost: \$23,760.00 per year.

PERIOD OF PERFORMANCE: **PERIOD OF PERFORMANCE:** From: 7/22/2020 through 6/30/2020 with four- (1) one- year optional renewals.

The contract documents shall consist of and incorporated herein:

- A. This signed form;
- B. The following portions of the Request for Proposals:
 - (1) Scope of services, RFP 2020-05-15
 - (2) Pittsylvania County General Terms and Conditions
 - (3) Pittsylvania County Special Terms and Condition
- C. The Provider’s Proposal dated 06/08/2020 and;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

<p>CONTRACTOR:</p> <p>By: _____</p> <p>Title: _____</p>	<p>PURCHASING AGENCY:</p> <p>By: _____</p> <p>Title: _____</p>
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Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Attachment: Contract - Janitorial, Library (2081 : Janitorial Services for Libraries Award (Staff Contact: Connie M. Gibson))



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Mt. Hermon Fire and Rescue Public Safety Staff Housing Agreement Approval (Staff Contact: Christopher C. Slemph)		
Staff Contact(s):	Christopher C. Slemph		
Agenda Date:	July 21, 2020	Item Number:	7.h
Attachment(s):	Mt. Hermon Housing Agreement - 2020		
Reviewed By:	CH		

SUMMARY:

County EMS Staff are currently located/housed at three (3) locations in the County: Hurt, Chatham, and Mt. Hermon Fire and Rescue ("Mt. Hermon"). For the Board's review and consideration, attached is a Housing Agreement ("Agreement") that allows County EMS Staff to be located/housed at Mt. Hermon. The County will pay Mt. Hermon \$600 monthly for expenses associated with allowing said County EMS Staff location/housing. The County has had similar agreements in the recent past allowing County EMS Contract Staff to be located/housed at Mt. Hermon.

FINANCIAL IMPACT AND FUNDING SOURCE:

The Agreement's cost was factored into the total EMS Budget. \$600/month

RECOMMENDATION:

County Staff recommends the Board approve the Agreement as presented.

MOTION:

"I make a Motion to approve the Agreement as presented."

RENTAL AGREEMENT

This Rental Agreement (“Agreement”) is made effective as of July, 1, 2020, by and between the Pittsylvania County, Virginia (“County”), a political subdivision of the Commonwealth of Virginia, whose address is 1 Center Street, P.O. Box 426, Chatham, Virginia 24531, and Mount Hermon Fire and Rescue (“MHFR”), an independent corporation, whose address is 4268 Franklin Turnpike, Danville, Virginia (individually “Party;” collectively “Parties”).

I. AGREEMENT

- A. MHFR shall provide housing (consisting of a bedroom and an office space), twenty-four (24) hours per day, seven (7) days per week, at 4268 Franklin Turnpike, Danville, Virginia (“Property”), for County Public Safety Staff providing backup 911 EMS call coverage in the County’s legal boundaries and property.
- B. The County shall pay, monthly, the sum of six hundred dollars and no cents (\$600) for rent per month for the Property.

II. TERMS

- A. This Agreement shall commence on July 1, 2020, and be in legal effect for a term of twelve (12) consecutive calendar months, expiring on July 31, 2021.
- B. Unless terminated, this Agreement shall automatically renew on the first (1st) day of August 2021, annually.
- C. This Agreement may be cancelled, in writing, by either Party with at least sixty (60) days written notice to the other Party.
- D. The County shall be responsible to make repairs to the Property, if it is proven by a court of competent jurisdiction that damage to either the Property was the result of willful misconduct, actual malice, or gross negligence.
- E. MHFR shall be responsible to maintain the Property and bear the cost, solely, for any repair associated with normal operation(s) of the Property.
- F. It shall be the sole responsibility of the County Public Safety Staff to notify, as soon as possible, MHFR of any issues arise with the Property.
- G. Notwithstanding any other provision in this Agreement the contrary, if the County fails during any fiscal year to appropriate or allocate sufficient funds to pay the amounts to be paid by the County pursuant to the provisions of this Agreement which become due or payable during such fiscal year, then this Agreement and all

the obligations of the County hereunder shall automatically terminate at the end of the fiscal year in which such non-appropriation occurs. The County agrees to use its reasonable efforts to obtain any necessary funding contemplated by this Agreement, on an annual basis.

- H. In addition to any and all other rights a Party may have available according to law, if a Party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other Party may terminate the Agreement by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have thirty (30) days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.
- I. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either Party's reasonable control ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm, or other similar occurrence, orders, or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, or work stoppages. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.
- J. The legal venue for any litigation arising out of this Agreement shall be the appropriate Court in the County of Pittsylvania, Virginia.
- K. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the Parties.
- L. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

- M. This Agreement may be modified or amended in writing by mutual agreement of the Parties, if the writing is signed by the Party obligated under the amendment.
- N. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.
- O. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the Agreement's opening paragraph, or to such other address as one (1) Party may have furnished to the other in writing.
- P. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- Q. In any action arising hereunder, or any separate action pertaining to the validity of this Agreement, each Party shall its own attorneys' fees, litigation fees, or other legal expenses. requiring
- R. The rule construction or interpretation against the drafter is waived. The Agreement shall be deemed as if it were drafted by both Parties in a mutual effort.
- S. This Agreement shall inure to the benefit of, and shall bind the heirs, successors, and assigns of the Parties.
- T. No assignment of MHFR's rights under this Agreement shall be made without the County's prior written consent.
- U. MHFR shall have appropriate insurance, at appropriate levels, on the Property at all times during this Agreement.

III. LIABILITIES

- A. To the extent allowed by Virginia law, MHFR shall not bear any liability for the actions, conduct, negligence, or misconduct of the County’s Public Safety Staff, whether civil or criminal, while operating on assignment at the Property owned by MHFR.
- B. MHFR agrees to indemnify and save harmless the County, its officers, agents, employees, and volunteers from any and all losses, expenses, costs and claims, including but not limited to costs of investigation, all reasonable attorneys’ fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with MHFR, its agents’, subcontractors’, employees’, or volunteers’ negligence or wrongful acts or omissions in connection with its performance of this Agreement. Nothing contained in this Contract shall be deemed to be a waiver of the County’s sovereign immunity.

IV. SIGNATURES

Witness the following signatures and seals:

PITTSYVLANIA COUNTY, VIRGINIA

By: _____
 Name (Printed): _____
 Its: _____

COMMONWEALTH OF VIRGINIA
 COUNTY OF _____:

BE IT REMEMBERED, that before me on this ___ day of _____, 2020, appeared _____, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day set forth above.

 NOTARY PUBLIC

APPROVED AS TO FORM

 J. Vaden Hunt, Esq.
 Pittsylvania County Attorney

MOUNT HERMON FIRE AND RESCUE, INC.

By: _____
Name (Printed): _____
Its: _____

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____:

BE IT REMEMBERED, that before me on this ___ day of _____, 2020, appeared _____, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day set forth above.

NOTARY PUBLIC



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Revised Local Work Plan During Local Emergency Proclamation Adoption (Staff Contact: Holly E. Stanfield)		
Staff Contact(s):	Holly E. Stanfield		
Agenda Date:	July 21, 2020	Item Number:	7.i
Attachment(s):	07-21-2020 Employee Work Plan During Emergency		
Reviewed By:	<i>VS</i>		

SUMMARY:

County Staff has revised the Local Work Plan During Local Emergency (“Local Work Plan”) Proclamation that was previously approved by the Board, removing the language regarding accrual of special leave hours. For the Board’s review and consideration, a copy of the revised Local Work Plan is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends the Board approve the revised Local Work Plan as presented.

MOTION:

“I make a Motion to approve the revised Local Work Plan as presented.”

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

REVISED EMPLOYEE WORK PLAN DURING LOCAL EMERGENCY PROCLAMATION

WHEREAS, due to the growing occurrences of COVID-19, a communicable disease that threatens the public health, Pittsylvania County, Virginia (“County”), is facing dangerous public health and safety conditions that necessitate the proclamation of the existence of an emergency; and

WHEREAS, on March 12, 2020, Ralph S. Northam, Governor of the Commonwealth of Virginia, declared a statewide state of emergency due to COVID-19; and

WHEREAS, on March 13, 2020, Donald J. Trump, President of the United States of America, signed a Declaration of National Emergency due to COVID-19, effective March 1, 2020.

WHEREAS, on March 17, 2020, at 7 P.M., under the authority of § 44-1.146.2, Code of Virginia, 1950, as amended, David M. Smitherman, County Administrator, declared a Local Emergency, effective March 1, 2020; and

WHEREAS, on March 17, 2020, the Pittsylvania County Board of Supervisors (“Board”) consented to the County Administrator’s Declaration of Local Emergency; and

WHEREAS, under the Code of Virginia and his Employment Agreement, the County Administrator has the power and duty to determine the work schedule of certain employees covered by the County Personnel Policy.

NOW THEREFORE, BE IT RESOLVED AND PROCLAIMED, during the Local Emergency, that the County Administrator may schedule County employee work activity, including teleworking, to minimize potential COVID-19 exposure, while maintaining County business operations; and

BE IT FURTHER RESOLVED AND PROCLAIMED, during the Local Emergency, if County offices remain open, the County Administrator and the Board intend to continue normal pay practices for employees covered by the County Personnel Policy, exempt and non-exempt, ensuring that employees are “made whole” even if work schedules are changed; and

BE IT FINALLY RESOLVED AND PROCLAIMED, during the Local Emergency, if the President of the United States, the Governor of the Commonwealth of Virginia, or the County Administrator determine that County Government Offices must close due to COVID-19, the County Administrator, as directed and consented to by the Board, will compensate County employees as follows:

1. Essential, non-exempt County employees covered by the County's Personnel Plan will be expected to work as directed by the County Administrator and/or their Supervisor and will be compensated per their usual rate of pay during the Local Emergency period, and
2. Non-essential exempt and non-exempt employees will remain at home and will be compensated per their usual rate of pay during the Local Emergency period.

Given under my hand this 21st day of July, 2020.

Robert ("Bob") W. Warren, Chairman
Pittsylvania County Board of Supervisors

ATTEST:

David M. Smitherman, Clerk
Pittsylvania County Board of Supervisors



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Pet Center Positions Merger Change Approval (Staff Contact: Holly E. Stanfield)		
Staff Contact(s):	Holly E. Stanfield		
Agenda Date:	July 21, 2020	Item Number:	7.j
Attachment(s):			
Reviewed By:			

SUMMARY:

County Staff desires to combine two (2) part-time positions at the Pet Center into one (1) full-time position.

FINANCIAL IMPACT AND FUNDING SOURCE:

Currently, the total cost of the two (2) part-time positions is \$37,108.44. The total cost of one (1) full-time position (including benefits) is \$33,481.42, resulting in a savings of \$3,627.02.

RECOMMENDATION:

County Staff recommends the Board approve the Pet Center positions merger change as presented.

MOTION:

“I make a Motion to approve the Pet Center positions merger change as presented.”



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Telework Policy Adoption (Staff Contact: Holly E. Stanfield)		
Staff Contact(s):	Holly E. Stanfield		
Agenda Date:	July 21, 2020	Item Number:	7.k
Attachment(s):	2020 Telecommuting Policy and Procedure (formal) 2020 Temporary Telecommuting Policy 2020 Telecommuting Application 2020 Short Term Telecommuting Agreement 2020 Telecommuting Activity Log and Time Sheet		
Reviewed By:			

SUMMARY:

Due to the current COVID-19 Pandemic, County Staff has learned that there are employees that are able to successfully telework. County Staff has drafted a Telecommuting Policy, attached, for the Board's review and consideration.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends the Board approve the Telecommuting Policy and attached documents as presented.

MOTION:

"I make a Motion to approve the Telecommuting Policy and attached documents as presented."



Telecommuting Policy and Procedure

Purpose

Telecommuting is a flexible work arrangement that enables employees to achieve a more successful balance between work responsibilities and family life. Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. Pittsylvania County considers telecommuting to be a viable work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a guaranteed benefit, and it in no way changes the terms and conditions of employment with Pittsylvania County.

Procedures

Telecommuting is a privilege, not a right. All County employees who telecommute must have an approved telecommuting agreement under this policy. Telecommuting can be informal, such as working from home for a short-term project or on the road during business travel, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor can suggest telecommuting as a possible work arrangement.

Any telecommuting arrangement made will be on a trial basis for the first three months and may be discontinued or modified at will and at any time at the request of either the telecommuter or Pittsylvania County. Every effort will be made to provide reasonable notice of such change to accommodate commuting and other issues that may arise from the termination or modification of a telecommuting arrangement. There may be instances, however, when no notice is possible.

An employee needs to complete a Telecommuting Application and submit to his/her supervisor for consideration.

Eligibility

Individuals requesting formal telecommuting arrangements must be employed with Pittsylvania County for a minimum of 12 months of continuous, regular employment and must have a satisfactory performance record. Only full-time employees are eligible for telecommuting consideration.

Before entering into any telecommuting agreement, the employee and supervisor, with the assistance of the human resource department, will evaluate the suitability of such an arrangement, reviewing the following areas:

- Employee suitability. The employee and supervisor will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- Job responsibilities. The employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
- Equipment needs, workspace design considerations and scheduling issues. The employee and supervisor will review the physical workspace needs and the appropriate location for the telework.
- Tax and other legal implications. The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

All telecommuting agreements must be approved by the Human Resources Manager and the County Administrator (or Deputy County Administrator) prior to beginning telecommuting. Once approved, a telecommuting agreement will be prepared and signed by all parties, and a three-month trial period will commence.

Evaluation of telecommuter performance during the trial period will include regular interaction by between the employee and the supervisor, and weekly face-to-face meetings to discuss work progress and problems. At the end of the trial period, the employee and supervisor will meet to evaluate the effectiveness of the arrangement and make recommendations for continuance or modifications. Evaluation of telecommuter performance beyond the trial period will be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than on time-based performance.

Employees who telecommute must be available to work at their regular worksite on telecommuting days if needed and as directed by their supervisor.

An appropriate level of communication between the telecommuter and supervisor will be agreed to as part of the discussion process and will be more formal during the trial period. After conclusion of the trial period, the supervisor and telecommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.

Equipment

On a case-by-case basis, Pittsylvania County will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for each telecommuting arrangement. The human resource and information technology departments will serve as resources in this matter. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. Pittsylvania County accepts no responsibility for damage or repairs to employee-owned

equipment. Pittsylvania County reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The telecommuter must sign an inventory of all Pittsylvania County property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all company property will be returned to the company, unless other arrangements have been made.

Pittsylvania County will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. All expenditures must be approved in advance by the supervisor.

The employee will establish an appropriate work environment within his or her home for work purposes. Pittsylvania County will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

Security

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

Safety

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Pittsylvania County will provide each telecommuter with a safety checklist that must be completed at least twice per year. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Telecommuting is not designed to be a replacement for appropriate child care. The focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering a trial period.

Time Worked

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using Pittsylvania County's time-keeping system.

All policies and procedures set forth in the Pittsylvania County Personnel Policies Manual applicable at the regular worksite are applicable while telecommuting. Failure to comply may result in the immediate termination of the telecommuting agreement. This includes, but is not limited to:

- Telecommuting employees must perform designated work during scheduled work hours.
- Non-exempt employees must account for and report all hours worked on the Weekly Telecommuting Time Sheet and submit to their supervisor weekly for approval.
- Non-exempt employees may work overtime only when directed to do so and approved in advance by their supervisor.
- Employees must obtain approval to use vacation, sick, or other leave in the same manner as employees who do not telecommute.
- Telecommuting employees who become ill must report the hours actually worked, and use sick leave for hours not worked.

Ad Hoc Arrangements

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects, business travel, in the event of emergency or pandemic. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance. Please refer to the Temporary Telecommuting Policy for details.

All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization.



State of Emergency Telecommuting Policy

In the event of an emergency such as a weather disaster or pandemic, Pittsylvania County may allow or require employees to temporarily work from home to ensure business continuity.

Procedures

In the event of an emergency, Pittsylvania County may require certain employees to work remotely. These employees will be advised of such requirements by the department supervisor. Preparations should be made by employees and supervisors well in advance to allow remote work in emergency circumstances. This includes appropriate equipment needs, such as hardware, software, phone and data lines. The IT department is available to review these equipment needs with employees and to provide support to employees in advance of emergency telework situations.

For voluntary telework arrangements, either the employee or department supervisor can initiate a telecommuting agreement during emergency circumstances. The employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement, including equipment needs, workspace set-up and scheduling issues.

Non-exempt employees approved for telecommuting under this policy must complete a Telecommuting Activity Log and Time Sheet form daily and submit to his or her supervisor. This form is to be submitted with the regular monthly time sheet.

A telecommuting agreement will be prepared by Human Resources and signed by the employee and his or her supervisor.

The employee will establish an appropriate work environment within his or her home for work purposes. Pittsylvania County will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. The employee agrees to make arrangements for dependent care, if applicable, in order to focus on job responsibilities and meet business demands.

Pittsylvania County will determine the equipment needs for each employee on a case-by-case basis. Equipment supplied by the organization is to be used for business purposes only.

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office.

Employees should not assume any specified period of time for emergency telework arrangements, and Pittsylvania County may require employees to return to regular, in-office work at any time.



Telecommuting Application

Individuals requesting formal telecommuting arrangements must be employed with Pittsylvania County for a minimum of 12 months of continuous, regular employment and must have a satisfactory performance record.

Employee Name: _____

Title: _____

Department: _____

Date of Hire: _____

Supervisor: _____

Time period I would like to telecommute: _____

Number of days per week I would like to telecommute: _____

Please discuss why you are interested in telecommuting and describe how you think your job responsibilities are suited for telecommuting:

Please discuss your plan for childcare arrangements, if applicable, and how you plan to accomplish your job duties:

Attachment: 2020 Telecommuting Application (2090 : Telework Policy Adoption (Staff Contact: Holly E. Stanfield))

Supervisor

I have discussed the possibility of telecommuting with the above-mentioned employee. I believe this employee is a good candidate based on job responsibilities and performance in his or her current position.

Supervisors Signature: _____

Date: _____

Applicant

I have discussed telecommuting with my supervisor and understand that my application does not guarantee that I will be eligible to telecommute. I have read the telecommuting policy and understand that it is not an entitlement and that it is not appropriate for every employee. I understand that telecommuting can be terminated at any time by Pittsylvania County or me.

Applicant Signature: _____

Date: _____

Human Resources

Your Request is: Approved _____ Not Approved _____

Reason: _____

Approved By:

Supervisor: _____ Date: _____

Human Resources: _____ Date: _____

County Administrator: _____ Date: _____

Attachment: 2020 Telecommuting Application (2090 : Telework Policy Adoption (Staff Contact: Holly E. Stanfield))



Short Term Telecommuting Agreement

Employee Information

Name: _____

Date of Hire: _____

Job Title: _____

Department: _____

FLSA status: Exempt Nonexempt

This short-term telecommuting agreement will begin and end on the following dates:

Start date: _____ End date: _____

Temporary Work Location: _____

Employee Schedule: _____

The employee agrees to the following conditions:

- The employee will remain accessible and productive during scheduled work hours.
- Nonexempt employees will record all hours worked and meal periods taken in accordance with regular timekeeping practices.
- Nonexempt employees will obtain supervisor approval prior to working unscheduled overtime hours.
- The employee will report to the employer's work location as necessary upon directive from his or her supervisor.
- The employee will communicate regularly with his or her supervisor and co-workers, which includes a weekly written report of activities.
- The employee will comply with all Pittsylvania County rules, policies, practices and instructions that would apply if the employee were working at the employer's work location.
- The employee will maintain satisfactory performance standards.
- The employee will make arrangements for regular dependent care and understands that telecommuting is not a substitute for dependent care. In state of emergency circumstances, exceptions may be made for employees with caregiving responsibilities.
- The employee will maintain a safe and secure work environment at all times.
- The employee will report work-related injuries to his or her manager as soon as practicable.

- The employee agrees that Pittsylvania County equipment will not be used by anyone other than the employee and only for business-related work. The employee will not make any changes to security or administrative settings on Pittsylvania County equipment. The employee understands that all tools and resources provided by the company shall remain the property of the company at all times.
- The employee agrees to protect company tools and resources from theft or damage and to report theft or damage to his or her manager immediately.
- The employee agrees to comply with Pittsylvania County’s policies and expectations regarding information security. The employee will be expected to ensure the protection of proprietary company and customer information accessible from their home offices.
- The employee understands that all terms and conditions of employment with the Pittsylvania County remain unchanged, except those specifically addressed in this agreement.
- The employee understands that management retains the right to modify this agreement on a temporary or permanent basis for any reason at any time.
- The employee agrees to return any and all company equipment and documents within five days of termination of employment.

Pittsylvania County will provide the following equipment: _____

Pittsylvania County will reimburse employee for the following expenses: _____

Requested by:

Employee signature: _____ Date: _____

Your Request is: Approved _____ Not Approved _____

If not approved, please list reason: _____

Approved by:

Manager: _____ Date: _____

Human Resources: _____ Date: _____

County Administrator: _____ Date: _____



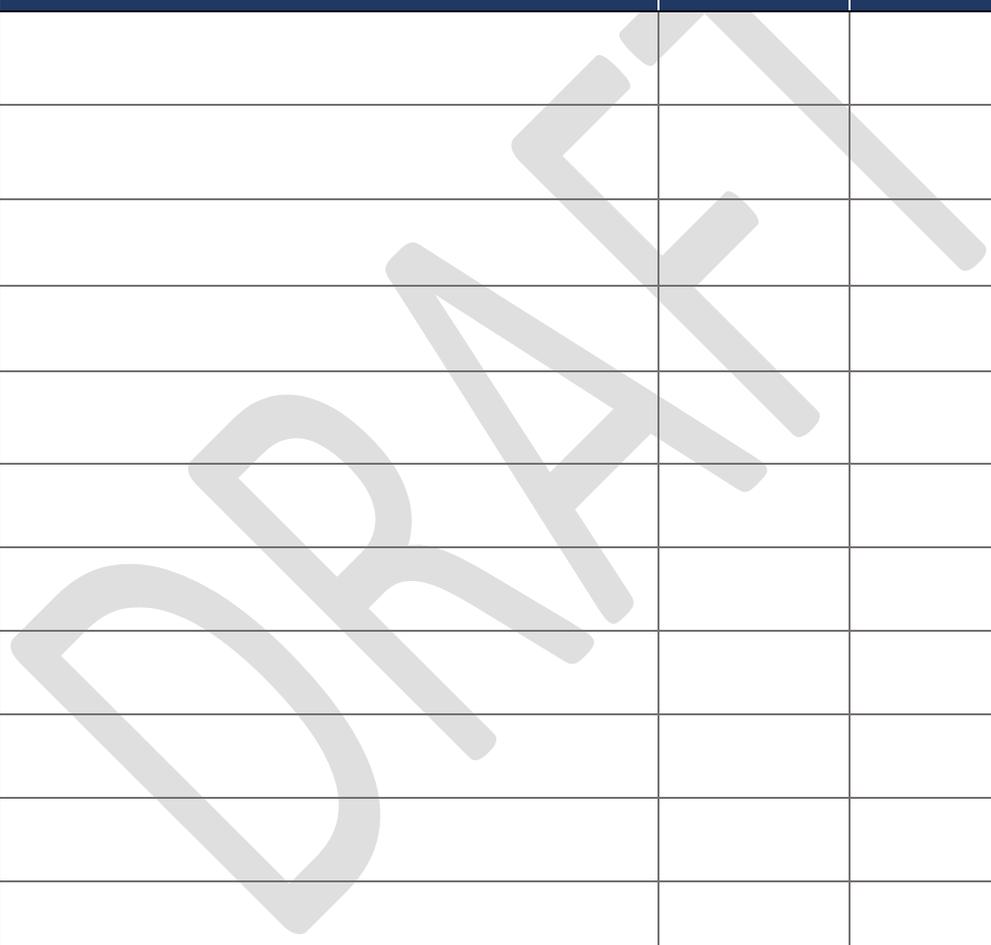
Telecommuting Activity Log and Time Sheet

Must be completed on a daily basis for each hour worked.

Employee Name: _____

Department: _____

	DAY: Thursday	DATE: 7/9/2020		
	ACTIVITY DESCRIPTION	START TIME	END TIME	DURATION
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				



Attachment: 2020 Telecommuting Activity Log and Time Sheet (2090 : Telework Policy Adoption (Staff Contact: Holly E. Stanfield))



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Rezoning Case R-20-014; Shockoe Solar, LLC; Banister Election District; R-1, Residential Suburban Subdivision District, and RC-1, Residential Combined Subdivision District, to A-1, Agricultural District (Contact: Supervisor: Miller)		
Staff Contact(s):	Emily S. Ragsdale		
Agenda Date:	July 21, 2020	Item Number:	10.A.1
Attachment(s):	SHOCKOE SOLAR LLC - CASE R-20-014 SHOCKOE SOLAR LLC - CASE R-20-014 MAP		
Reviewed By:	<i>VR</i>		

SUMMARY:

In Case # R-20-014, Shockoe Solar, LLC, Petitioner, has petitioned to rezone a total of nine (9) parcels of land, totaling 74.40 acres, from R-1, Residential Suburban Subdivision District, and RC-1, Residential Combined Subdivision District, to A-1, Agricultural District (*for a utility scale solar energy facility, which will also require a Special Use Permit*). The parcels are located on Halifax Road in the Banister Election District. Once the properties are rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. The Planning Commission, with no opposition, recommended granting the Petitioner's request. The County Staff Summary is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff submits this item to the Board for its review and consideration.

Case R-20-014

SHOCKOE SOLAR, LLC

CODE COMPLIANCE SUMMARY

<u>CASE</u>	<u>ZONING REQUEST</u>	<u>CYCLE</u>
R-20-014	R-1 & RC-1 to A-1	July 2020
<u>SUBJECT/PROPOSAL/REQUEST</u> Shockoe Solar, LLC, is requesting to rezone the properties from R-1, Residential Suburban Subdivision District and RC-1, Residential Combined Subdivision District to A-1, Agricultural District.		PLANNING COMMISSION: July 7, 2020
DISTRICT: Banister		BOARD OF SUPERVISORS: July 21, 2020
		ADVERTISED: June 24 & July 1, 2020
		REVIEWED BY: ESR

SUBJECT

Shockoe Solar, LLC, petitioned the Planning Commission/Board of Supervisors on May 28, 2020, to rezone from R-1, Residential Suburban Subdivision District and RC-1, Residential Combined Subdivision District to A-1, Agricultural District on nine (9) parcels of land, a total of 74.40 acres, located on Highway 57/Halifax Road, in the Banister Election District. The parcels are shown on our records as GPIN #s 2465-06-3288 (1.72 acres), 2465-37-2898 (6.42 acres), 2465-38-5051 (2.27 acres), 2465-38-8102 (6.70 acres), 2465-48-3489 (14.58 acres), 2465-47-1916 (1.15 acres), 2465-47-2915 (1.15 acres), 2465-47-0413 (4.60 acres), and 2465-78-0611 (35.81 acres).

BACKGROUND/DISCUSSION

Shockoe Solar, LLC is requesting to rezone the above parcels from R-1, Residential Suburban Subdivision and RC-1, Residential Combined Subdivision to A-1, Agricultural District to allow for a utility scale solar project. All subject properties are adjacent to an A-1 district and the surrounding uses are primarily agriculture and residential.

If rezoned, the proposed project will be a 60 megawatt (MW) alternating current (AC) utility scale solar energy facility, which will then require a Special Use Permit. The project site will be located on 15 parcels totaling approximately 885 acres. The total percentage of lot coverage will be better defined during the special use permit application process.

Once the properties are rezoned to A-1, all uses listed under Section 35-178 are permitted.

DIRECTIONS

See Map Quest directions.

RELATIONSHIP TO THE SURROUNDING LAND USE AND NEIGHBORING AREAS

Adjacent to A-1, Agricultural District, R-1, Residential Suburban Subdivision District, and RC-1, Residential Combined Subdivision District zoned properties.

ZONING OF SURROUNDING PROPERTIES

The Comprehensive Plan for the general area is A-1, Agricultural District, R-1, Residential Suburban Subdivision District, RC-1, Residential Combined Subdivision District, and B-2, Business District, General.

SITE DEVELOPMENT PLAN

A conceptual site plan is included but is subject to change. If the rezoning application is approved, another conceptual site plan will be required to be submitted with the SUP application.

RECOMMENDATION

Staff recommends APPROVAL of the request as submitted. Rezoning the subject properties is consistent with both the Comprehensive Plan and the current surrounding uses. All properties meet the minimum lot

requirements established in the A-1, Agricultural District section of the Pittsylvania County Zoning Ordinance. If approved, an approved Special Use Permit will be required for a solar facility along with a Decommissioning Plan and bond, Erosion and Sediment Control Plan and bond, construction management plan, vegetation management plan, and a operations and maintenance plan.

PLANNING COMMISSION OPTIONS:

1. Recommend approval of Case R-20-014 as submitted.
2. Recommend denial of Case R-20-014 as submitted.

On July 7, 2020, the Planning Commission, the Planning Commission recommended by a 6 to 0 vote (2 members, Mr. Horne and Mr. Harker, were absent), with no opposition, that the petitioner's request be granted.

Pittsylvania County – Proposed Special Use Permit Conditions
For Utility Scale Solar Energy Facilities

1. **Site Development Plan; Location.** All solar panels and other above-ground equipment will be located within the “Project Area” shown on the Conceptual Site Plan included with the SUP application. All Site Plan requirements of Section 35-141 must be met before permits are issued.
2. **Height.** Except for the collection yard and substation or otherwise as required by applicable building code, the maximum height of the solar panels and other above-ground equipment will be 15 feet.
3. **Setbacks.** Except for fencing and any pole mounted electronic lines, consistent with the County ordinance, all above-ground equipment will have a minimum front setback of at least 60 feet from the centerline of the specified right-of-way, or 35 feet from the edge of the right-of-way, whichever is greatest. The side setback shall be 10 percent of the road frontage distance, with a minimum of 10 feet. The rear minimum setback shall be at least 40 feet. No setbacks are required between the parcel lines of parcels that are part of a single Project.
4. **Fencing.** Fencing for the project will be standard chain-link and at least 6 feet high. The Applicant shall maintain the fence for the life of the Project.
5. **Landscaping.** Applicant will comply with Section 35-121 Fencing – Screening. The setback will include a minimum 15-foot-wide landscaped area comprised of any existing vegetation supplemented as needed with a staggered row of planted trees or large shrubs. The vegetation will be designed to be at least 8 feet high at maturity of any new plantings, and shall be a minimum of 4 feet to 6 feet in height at time of planting. Prior to construction and site plan approval, a landscaping maintenance plan will be submitted to the Zoning Administrator for approval, which shall provide for the posting of a bond or other surety in an amount sufficient to ensure that the plantings are successfully established and the landscaping is maintained or replaced during the life of the Project.
6. **Construction Management and Mitigation.** Prior to construction, the Applicant shall prepare and submit to the Zoning Administrator a construction management plan to address: traffic control methods, site access, fencing, lighting, mitigation of construction operations, and hours of construction activity.
7. **Road Repairs.** Any damage to public roads caused by construction will be promptly repaired.
8. **Erosion and Sediment Control.** Prior to construction, an approved erosion and sediment control plan will be implemented for the Project, and an erosion and sediment control bond will be provided.
9. **Stormwater Management.** Prior to construction, a Virginia Stormwater Management Program Permit from the Virginia DEQ will be obtained for the Project, including an approved Stormwater Pollution Prevention Plan.

10. **Operational Noise and Electrical Interference.** The Project will comply with all applicable County requirements for noise and shall not generate or create electrical interruptions or interference with existing electrical or electronic uses.
11. **Operational Light.** Fixed lighting at the perimeter of the Project will be limited to gates and will be shielded/downward facing to minimize light spillage and shall be motion-activated.
12. **Compliance.** The project shall be designed, constructed, and tested to meet all applicable local, state, and federal standards.
13. **Decommissioning.** In accordance with Section 35-141(E), the applicant shall completely decommission the facility within 12 months, if the facility ceases to generate electricity for a continuous period of 12 months, including all solar collectors, cabling, electrical components, fencing and any other associated equipment, facilities and structures. Prior to construction and approval of the site plan, a decommissioning plan will be submitted to the Zoning Administrator, which shall provide for the posting of a bond or other surety acceptable to the County in the amount of the decommissioning costs, not including salvage value, for the Project.
14. **Start of Construction.** The SUP will expire unless construction of the Project is commenced within 3 years of the date of issuance of the SUP.
15. **Comply with all DEQ Regulations Regarding Nonpoint Source Pollutants.** Chemical sprays used in weed control shall comply with DEQ regulations.
16. **Fire and Rescue Training.** The applicant shall provide annual training to the local fire departments regarding battery storage.

PITTSYLVANIA COUNTY
APPLICATION FOR REZONING

We, Joan P. Brumfield, Et Als, Patsy Lee Parker, Et Als, Herman David Parker, Et Als, Edward A. Davis, Marva J. Davis, and Thornton Keith Atkinson, as owners of the below described properties, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner's Names: Joan P. Brumfield, Et Als, Patsy Lee Parker, Et Als, Herman David Parker, Et Als Telephone: (434) 836-4464
Address: 8961 Halifax Road, Java, VA 24565

Property Owner's Names: Edward A. Davis & Marva J. Davis Telephone: (434) 770-9006
Address: P. O. Box 155, Java, VA 24565

Property Owner's Names: Thornton Keith Atkinson Telephone: (434) 432-0304
Address: 10380 Halifax Road, Java, VA 24565

2. Location of Property: On State Road 832/Halifax Road Total Amount: \$ 565.40
Taken By: JWB CK#501

3. Tax Map Numbers: 2465-06-3288 (1.72 Acres), 2465-37-2898 (6.42 Acres) 2465-38-5051 (2.27 Acres), 2465-38-8102 (6.70 Acres), 2465-48-3489 (14.58 Acres), 2465-47-1916 (1.15 Acres), 2465-47-2915 (1.15 Acres), 2465-47-0413 (4.60 Acres), 2465-78-0611 (35.81 Acres)

4. Election District: Banister

5. Size of Property: A Total of 74.40 Acres, Nine (9) Parcels of Land

6. Existing Land Use: 2465-38-8102 = Single Family Dwelling; 2465-47-1916 = Single-Wide Mobile Home; 2465-78-0611 = Single Family Dwelling, Tobacco Barns, Sheds, Shop, Two (2) Old Single-Wide Mobile Homes; Remaining Parcels = Vacant

Existing Zoning: 2465-06-3288 = RC-1, Residential Combined Subdivision District; 2465-78-0611 = (DZ) R-1, Residential Suburban Subdivision District & A-1, Agricultural District; Remaining Parcels = R-1, Residential Suburban Subdivision District

7. Proposed Zoning: A-1, Agricultural District

8. Are Conditions Being Proffered: Yes No

9. Check completed items:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Letter of Application | <input type="checkbox"/> Site Development Plan | <input checked="" type="checkbox"/> Legal Forms |
| <input checked="" type="checkbox"/> 11"x 17" Concept Plan | <input checked="" type="checkbox"/> Application Fee | <input checked="" type="checkbox"/> List of Adjoining Properties |
| <input type="checkbox"/> Copy of Plat/Covenants | <input checked="" type="checkbox"/> Copy of Deed | <input type="checkbox"/> Copy of Deed Restrictions |

TREASURER OF PITTSYLVANIA COUNTY
PAID JUN 12 2008

Attachment: SHOCKOE SOLAR LLC - CASE R-20-014 (2083 : Rezoning Case R-20-014 (Staff Contact: Emily S. Ragsdale))

10. Any materials relating to a particular case, including a staff recommendation or report furnished to a member of the board, shall be made available without cost to such applicant, appellant or other person aggrieved. Such materials will be sent to the following email address, unless otherwise requested.

stephanie.lauer@174powerglobal.com (Email)

Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance.

Joan P. Brumfield
Joan P. Brumfield

Patsy Lee Parker
Patsy Lee Parker

Herman D. Parker
Herman David Parker

Sworn to and subscribed before me in my presence this 23rd day of May, 2020 in my City and State Aforesaid, by Philip N. Atkinson Notary Public. My commission Expires: November 30, 2021

Edward A. Davis
Edward A. Davis

Marya J. Davis
Marya J. Davis

Sworn to and subscribed before me in my presence this 23rd day of May, 2020, in my City and State Aforesaid, by Philip N. Atkinson Notary Public. My commission Expires: November 30, 2021

Thornton Keith Atkinson
Thornton Keith Atkinson

Sworn to and subscribed before me in my presence this 23rd day of May, 2020, in my City and State Aforesaid, by Philip N. Atkinson Notary Public. My commission Expires: November 30, 2021

OFFICE USE ONLY
Application Deadline: 05/28/20
Received By: ESR
B.Z.A. Meeting Date: 07/14/20

Application No. R-20-014
P.C. Meeting Date: 07/07/20
Date Received: 05/28/20
Action: _____

**VIRGINIA:
BEFORE THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY**

A total of 74.40 acres, nine (9) parcels of land,)
generally located on State Road 832/Halifax Road)
within the Banister) **PETITION**
Election District, and recorded as)
parcel #s 2465-06-3288, 2465-37-2898, 2465-38-5051, 2465-38-8102,)
2465-48-3489, 2465-47-1916, 2465-47-2915, 2465-47-0413, 2465-78-0611)
in the Pittsylvania County tax records)

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:

WHEREAS, your Petitioners, Joan P. Brumfield, Et Als, Patsy Lee Parker, Et Als, Herman David Parker, Et Als, Edward A. Davis, Marva J. Davis, and Thornton Keith Atkinson, respectfully file this petition pursuant to Sections 35-806 and 35-807 of the Pittsylvania County Zoning Ordinance and in accordance with the Code of Virginia, 1950, as amended, and would respectfully show the following:

- (1) The Petitioners are the Owners of the above-referenced parcels of land, or are filing with the owner's consent.
- (2) The properties are presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as RC-1, Residential Combined Subdivision District, and R-1, Residential Suburban Subdivision District.
- (3) Your petitioners now desire to have the properties rezoned to A-1, Agricultural District, for a utility scale solar energy facility, which will also require a Special Use Permit.

WHEREFORE, your Petitioners respectfully request that the Zoning Ordinance of Pittsylvania County be amended and that the above-referenced parcels of land be rezoned as set out in Number 3.

FURTHER, your Petitioners respectfully request that this petition be referred by the Director of Community Development to the Pittsylvania County Planning Commission for its consideration and recommendation.

Respectfully submitted,

Joan P. Brumfield Patsy Lee Parker Herman D. Parker
Joan P. Brumfield Patsy Lee Parker Herman David Parker

Sworn to and subscribed before me in my presence this 23rd day of May, 2020, in my City and State aforesaid, by Philip D. [Signature] Notary Public. My commission expires: November 30, 2021

Edward A. Davis Marva J. Davis by Edward A. Davis P.O.A.
Edward A. Davis Marva J. Davis

Sworn to and subscribed before me in my presence this 23rd day of May, 2020, in my City and State aforesaid, by Philip D. [Signature] Notary Public. My commission expires: November 30, 2021

Thornton Keith Atkinson
Thornton Keith Atkinson

Sworn to and subscribed before me in my presence this 23rd day of May, 2020, in my City and State aforesaid, by Philip D. [Signature] Notary Public. My commission expires: November 30, 2021

Attachment: SHOCKOE SOLAR LLC - CASE R-20-014 (2083 : Rezoning Case R-20-014 (Staff Contact: Emily S. Ragsdale))

OFFICE OF ZONING/CODE
COMPLIANCE
P.O. DRAWER D,
Chatham, Virginia 24531



(434)432-7751
(434)432-7919 FAX

SIGN AFFIDAVIT

Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-

At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing. The sign shall be erected within ten (10) feet of whatever boundary line of such land abuts a public road and shall be so placed as to be clearly visible from the road with the bottom of the sign not less than two and one-half (2 1/2) feet above the ground. If more than one (1) such road abuts the property, then a sign shall be erected in the same manner as above for each such abutting road. If no public road abuts thereon, then signs shall be erected in the same manner as above on at least two (2) boundaries of the property abutting land not owned by the applicant.

Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-

When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing. Such sign or signs shall be erected in the same manner as prescribed in Section 35-817 above.

Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.

Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section. All signs erected under this Section shall be removed by the applicant within fourteen (14) days following the public hearing for which it was erected.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819. If this sign is removed or destroyed, I understand it is my responsibility to obtain another sign from the Zoning office, post the property and maintain the sign(s), according to the above Sections of the Pittsylvania County Zoning Ordinance.

Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.

Case R-20-014 Applicant Juan P. Brumfield Date 5/23/2020
Juan P. Brumfield

Sworn to and subscribed before me in my presence this 23rd day of May, 2020, in my City and State aforesaid, by
[Signature] Notary Public. My commission Expires: November 30, 2021

Attachment: SHOCKOE SOLAR LLC - CASE R-20-014 (2083 : Rezoning Case R-20-014 (Staff Contact: Emily S. Ragsdale))

Case R-20-014 Applicant Patsy Lee Parker Date 05/23/2020
Patsy Lee Parker

Sworn to and subscribed before me in my presence this 23rd day of May, 2020, in my City and State aforesaid, by Philip Nathan Anderson Notary Public. My commission Expires: November 30, 2021

Case R-20-014 Applicant Herman D. Parker Date 5-23-2020
Herman David Parker

Sworn to and subscribed before me in my presence this 23rd day of May, 2020, in my City and State aforesaid, by Philip Nathan Anderson Notary Public. My commission Expires: November 30, 2021

Case R-20-014 Applicant Edward A. Davis Date 5-23-2020
Edward A. Davis

Sworn to and subscribed before me in my presence this 23rd day of May, 2020, in my City and State aforesaid, by Philip Nathan Anderson Notary Public. My commission Expires: November 30, 2021

Case R-20-014 Applicant Marva J. Davis Date 5-23-2020
~~Edward A. Davis POA~~
Marva J. Davis

Sworn to and subscribed before me in my presence this 23rd day of May, 2020, in my City and State aforesaid, by Philip Nathan Anderson Notary Public. My commission Expires: November 30, 2021

Case R-20-014 Applicant Thornton Keith Atkinson Date 5/23/2020
Thornton Keith Atkinson

Sworn to and subscribed before me in my presence this 23rd day of May, 2020, in my City and State aforesaid, by Philip Nathan Anderson Notary Public. My commission Expires: November 30, 2021

ADJACENT PROPERTY OWNERS

Adjacent property owners are mailed a notice of the request. Please provide each owner's name and mailing address plus zip code for every Property adjacent to the site and directly across from any public right-of-way adjoining this site. Names and addresses are available in the County Tax Commissioners office in the Courthouse.

Tax Map Number: <u>2465-06-3288, 2465-37-2898, 2465-38-5051, 2465-38-8102, 2465-48-3489,</u> <u>2465-47-1916, 2465-47-2915, 2465-47-0413, 2465-78-0611 (130862) (521) (3829)</u>	
Name: <u>Joan P. Brumfield, Et Als, Patsy Lee Parker, Et Als,</u> <u>Herman David Parker, Et Als</u>	Address: <u>Same As Applicant</u>
Tax Map Number: <u>2465-07-2142 (130862)</u>	
Name: <u>Brenda D. Shelton & Pamela S. Adams</u>	Address: <u>301 Buck Hill Road</u>
Tax Map Number: <u>2465-28-4568 (227731)</u>	<u>Java, VA 24565</u>
Name: <u>Richard Louis Edwards & Ernestine W. Edwards</u>	Address: <u>9557 Halifax Road</u>
Tax Map Number: <u>2465-27-9813, 2465-37-1566 (1469)</u>	<u>Java, VA 24565</u>
Name: <u>Lawrence C. Coleman & Eula Mae Coleman</u>	Address: <u>3010 Logan Road</u>
Tax Map Number: <u>2465-37-2642 (148725)</u>	<u>Java, VA 24565</u>
Name: <u>Doctor G. Calloway</u>	Address: <u>c/o Emma Dixon</u>
Tax Map Number: <u>2465-47-3915 (7758)</u>	<u>5289 Old Richmond Road</u> <u>Danville, VA 24540</u>
Name: <u>David Allen Calloway & Shirley Emily Calloway</u>	Address: <u>9795 Halifax Road</u>
Tax Map Number: <u>2465-47-4849 (192661)</u>	<u>Java, VA 24565</u>
Name: <u>Edward A. Davis & Marva J. Davis</u>	Address: <u>Same As Applicant</u>
Tax Map Number: <u>2465-47-5944 (521)</u>	
Name: <u>Nannie B. Petty</u>	Address: <u>9601 Halifax Road</u>
Tax Map Number: <u>2465-48-6020, 2465-48-7015 (1463)</u>	<u>Java, VA 24565</u>
Name: <u>Kathy B. Ramsey, Life Tenant, & Jared L. Bennett,</u> <u>Remainderman</u>	Address: <u>7153 Halifax Road</u>
Tax Map Number: <u>2465-48-7169 (239881)</u>	<u>Chatham, VA 24531</u>
Name: <u>Hazel Jones & Lovelean Jones</u>	Address: <u>911 Serrill Avenue</u>
Tax Map Number: <u>2465-48-9139 (162848)</u>	<u>Yeadon, PA 19050</u>
Name: <u>Deborah L. Womack</u>	Address: <u>3129 Polk Drive</u>
Tax Map Number: <u>2465-48-8035, 2465-48-8097 (199020)</u>	<u>Virginia Beach, VA 23456</u>
Name: <u>Hannah Gregory Diller</u>	Address: <u>395 Heritage Drive</u>
Tax Map Number: <u>2466-40-5284 (5557)</u>	<u>Boone, NC 28607</u>

Shockoe Solar
Adjacent Property Owners
Page 2

Name: <u>Shirley A. Norman</u> Tax Map Number: <u>2465-58-3722, 2465-58-5376 (241311)</u>	Address: <u>3610 Savannah Way</u> <u>Monroe, NC 28110</u>
Name: <u>Griffen Turner</u> Tax Map Number: <u>2465-58-2226 (13820)</u>	Address: <u>1406 W 7th Street</u> <u>Chester, PA 19013</u>
Name: <u>Thornton Keith Atkinson</u> Tax Map Number: <u>2465-77-7331, 2465-77-0438 (3829)</u>	Address: <u>Same As Applicant</u>
Name: <u>Thornton Keith Atkinson & Kimberly Atkinson</u> Tax Map Number: <u>2465-36-9039 (59727)</u>	Address: <u>Same As Applicant</u>
Name: <u>Allison Renee Irving</u> Tax Map Number: <u>2465-26-9812 (5586)</u>	Address: <u>9412 Halifax Road</u> <u>Java, VA 24565</u>
Name: <u>Thompson & Wyatt, Inc.</u> Tax Map Number: <u>2465-37-6398 (195)</u>	Address: <u>2321 Riverside Drive</u> <u>Danville, VA 24540</u>
Name: <u>Ryland N. Yeatts & Bertha B. Yeatts</u> Tax Map Number: <u>2465-06-7059 (15985)</u>	Address: <u>8940 Halifax Road</u> <u>Java, VA 24565</u>
Name: <u>Mecklenburg Electric Cooperative</u> Tax Map Number: <u>2465-06-4004 (114766)</u>	Address: <u>P. O. Box 2451</u> <u>Chase City, VA 23924</u>
Name: <u>Nancie Elaine Morton Motley</u> Tax Map Number: <u>2455-96-0197 (7808)</u>	Address: <u>c/o Wachovia Wealth Managem</u> <u>P. O. Box 969 Attn: Frank Wils</u> <u>Greenville, SC 29602</u>

Attachment: SHOCKOE SOLAR LLC - CASE R-20-014 (2083 : Rezoning Case R-20-014 (Staff Contact: Emily S. Ragsdale))

SPECIAL POWER OF ATTORNEY

Property Description (GPIN, Street Address or Common Description, Borough):

2465-07-2142 and 2465-06-3288

GPIN #

we Joan P. Brumfield am/are:

the applicant for the above-referenced application

the owner(s) of the property described above

we do hereby make, constitute, and appoint Henry Yun, authorized agent of Shockoe Solar, LLC, our true and lawful attorney-in-fact, and grant unto

our attorney-in-fact full power and authority to make any and all applications and execute any related documents required in connection with all zoning and/or permitting matters related to a solar energy generating facility and related improvements, on the above described property (the "Property"), and to perform all acts and make all agreements as such person shall deem necessary or appropriate in regard to said zoning and/or permitting matters, including but not limited to the following authority: the authority to negotiate with localities; to sign and submit proffers that would constitute binding conditions on the Property; to agree to conditions and bind the Property with conditions, whether through proffers or other agreements; to sign and submit applications, agreements and/or other documents in connection with rezoning, conditional rezoning, special use permits, concitional use permits, special exceptions, zoning variances, building permits and/or any other permits related to a solar energy generating facility and related improvements on the Property; and to modify or amend any documents in whole or in part relating to such applications, agreements and related documents.

we ratify all actions taken to date in connection with the zoning and/or permitting of the Property related to a solar energy generating facility & related improvements, on the Property.

Joan P. Brumfield

Joan P. Brumfield

Owner: Print Name

Commonwealth of Virginia City/County of Pittsylvania, to-wit:

Subscribed and sworn to before me this 1st day of May, 2020, in my City and

State aforesaid, by Philip Nathan Anderson Notary Public

My Commission Expires: November 30, 2021

PHILIP NATHAN ANDERSON
NOTARY PUBLIC
REGISTRATION # 7718566
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
NOVEMBER 30, 2021

Attachment: SHOCKOE SOLAR LLC - CASE R-20-014 (2083 : Rezoning Case R-20-014 (Staff Contact: Emily S. Ragsdale))

SPECIAL POWER OF ATTORNEY

Property Description (GPIN, Street Address or Common Description, Borough):

2465-07-2142 and 2465-06-3288

GPIN #

we Patsy Lee Parker am/are:

the applicant for the above-referenced application

the owner(s) of the property described above

we do hereby make, constitute, and appoint Henry Yun, authorized agent of Shockoe Solar, LLC, our true and lawful attorney-in-fact, and grant unto

our attorney-in-fact full power and authority to make any and all applications and execute any related documents required in connection with all zoning and/or permitting matters related to a solar energy generating facility and related improvements, on the above described property (the "Property"), and to perform all acts and make all agreements as such person shall deem necessary or appropriate in regard to said zoning and/or permitting matters, including but not limited to the following authority: the authority to negotiate with localities; to sign and submit proffers that would constitute binding conditions on the Property; to agree to conditions and bind the Property with conditions, whether through proffers or other agreements; to sign and submit applications, agreements and/or other documents in connection with rezoning, conditional rezoning, special use permits, conditional use permits, special exceptions, zoning variances, building permits and/or any other permits related to a solar energy generating facility and related improvements on the Property; and to modify or amend any documents in whole or in part relating to such applications, agreements and related documents.

we ratify all actions taken to date in connection with the zoning and/or permitting of the Property related to a solar energy generating facility & related improvements, on the Property.

Patsy Lee Parker
Patsy Lee Parker

Owner: Print Name

Commonwealth of Virginia City/County of Pittsylvania, to-wit:

Subscribed and sworn to before me this 1st day of May, 2020, in my City and

State aforesaid, by Philip Nathan Anderson Notary Public

My Commission Expires: November 30, 2021

PHILIP NATHAN ANDERSON
NOTARY PUBLIC
REGISTRATION # 7718566
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
NOVEMBER 30, 2021

Attachment: SHOCKOE SOLAR LLC - CASE R-20-014 (2083 : Rezoning Case R-20-014 (Staff Contact: Emily S. Ragsdale))

SPECIAL POWER OF ATTORNEY

Property Description (GPIN, Street Address or Common Description, Borough):

2465-07-2: 42 and 2465-06-3288

GPIN #

I/we Herman D. Parker am/are:

 the applicant for the above-referenced application

 X the owner(s) of the property described above

I/we do hereby make, constitute, and appoint Henry Yun, authorized agent of Shockoe Solar, LLC,

my/our true and lawful attorney-in-fact, and grant unto /our attorney-in-fact full power and authority to make any and all applications and execute any related documents required in connection with all zoning and/or permitting matters related to a solar energy generating facility and related improvements, on the above described property

(the "Property"), and to perform all acts and make all agreements as such person shall deem necessary or appropriate in regard to said zoning and/or permitting matters, including but not limited to the following authority: the authority to negotiate with localities; to sign and submit proffers that would constitute binding conditions on the Property; to agree to conditions and bind the Property with conditions, whether through proffers or other agreements; to sign and submit applications, agreements and/or other documents in connection with rezoning, conditional rezoning, special use permits, conditional use permits, special exceptions, zoning variances, building permits and/or any other permits related to a solar energy generating facility and related improvements on the Property; and to modify or amend any documents in whole or in part relating to such applications, agreements and related documents.

I/we ratify all actions taken to date in connection with the zoning and/or permitting of the Property related to a solar energy generating facility & related improvements on the Property.

Herman D. Parker

HERMAN D. PARKER

Owner: Print Name

Commonwealth of Virginia City/County of Pittsylvania, to-wit:

Subscribed and sworn to before me this 1st day of May, 2020, in my City and

State aforesaid, by Philip W. Anderson Notary Public

My Commission Expires: November 30, 2021

PHILIP NATHAN ANDERSON
NOTARY PUBLIC
REGISTRATION # 7718566
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
NOVEMBER 30, 2021

Attachment: SHOCKOE SOLAR LLC - CASE R-20-014 (2083 : Rezoning Case R-20-014 (Staff Contact: Emily S. Ragsdale))

SPECIAL POWER OF ATTORNEY

Property Description (GPIN, Street Address or Common Description, Borough):

GPIN # 2465-38-8102, 2465-37-2898, 2465-38-5051, 2465-48-3489, 2465-47-1916, 2465-47-2915,
2465-47-5944, 2465-47-0413

I/we Edward A. Davis (am/are:

_____ the applicant for the above-referenced application

X the owner(s) of the property described above

I/we do hereby make, constitute, and appoint Henry Yun, authorized agent of Shockoe Solar, LLC,

my/our true and lawful attorney-in-fact, and grant unto my/our attorney-in-fact full power and authority to make any and all applications and execute any related documents required in connection with all zoning and/or permitting matters related to a solar energy generating facility and related improvements, on the above described property (the "Property"), and to perform all acts and make all agreements as such person shall deem necessary or appropriate in regard to said zoning and/or permitting matters, including but not limited to the following authority: the authority to negotiate with localities; to sign and submit proffers that would constitute binding conditions on the Property; to agree to conditions and bind the Property with conditions, whether through proffers or other agreements; to sign and submit applications, agreements and/or other documents in connection with rezoning, conditional rezoning, special use permits, conditional use permits, special exceptions, zoning variances, building permits and/or any other permits related to a solar energy generating facility and related improvements on the Property; and to modify or amend any documents in whole or in part relating to such applications, agreements and related documents.

I/we ratify all actions taken to date in connection with the zoning and/or permitting of the Property related to a solar energy generating facility & related improvements, on the Property.

edward a davis

edward a davis

Owner: Print Name

Commonwealth of Virginia City/County of Pittsylvania, to-wit:

Subscribed and sworn before me his 5th day of May, 2020, in my City and

State aforesaid, by Philip Nathan Anderson Notary Public

My Commission Expires: November 30, 2021

PHILIP NATHAN ANDERSON
NOTARY PUBLIC
REGISTRATION # 7718566
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
NOVEMBER 30, 2021

Attachment: SHOCKOE SOLAR LLC - CASE R-20-014 (2083 : Rezoning Case R-20-014 (Staff Contact: Emily S. Ragsdale))

BK 1425PG286

04-01727

VIRGINIA GENERAL POWER OF ATTORNEY

KNOWN BY ALL MEN THESE PRESENTS:

THAT I, MARVA JONES DAVIS, have made, constituted and appointed and by these presents do make, constitute and appoint my Husband, EDWARD ALEXANDER DAVIS, my daughter, TOMEKA L. DAVIS, and my daughter, KAREN DAVIS EDWARDS, any one or more of whom may act as my true and lawful attorney, for me and in my name, place and stead, to do all acts, matters and things in relation to all or any part of or interest in my property, estate, affairs or business of any kind or description, wheresoever situated, as I, myself, might or could do if acting personally, including specifically, but not limited to, the power to vote at the meetings of stockholders or other meetings of any corporation or company, or otherwise to act as my attorney or proxy in respect of any stock, stock right or other instruments now or hereafter held by me whatsoever, specifically including the power to sell, trade or exchange any stock of any corporation by me held, and for that purpose to execute, sign and deliver said shares of stock, and to execute any proxies or other instruments; to represent me before the Treasury Department of the United States or the State Tax Department of any state in connection with any matter involving taxes of any nature in which I am or may be a party, and specifically, to sign any income tax form on my behalf, including, but not limited to, Federal Form 1040 and State Form 760, for any tax year that I may be required to file a return, either Federal or State; to engage, employ and dismiss any agents, attorneys, servants, or other persons, in and about the performance of these presents as my attorney may deem advisable; to ask, demand, sue for, recover and receive of and for, all corporations, associations and persons

LAW OFFICES

YEATTS, OVERBEY & RAMSEY
CHATHAM, VIRGINIACOLEMAN B. YEATTS, SR. (1900-1995)
JESSE W. OVERBEY
LINDA F. RAMSEY

Attachment: SHOCKOE SOLAR LLC - CASE R-20-014 (2083 : Rezoning Case R-20-014 (Staff Contact: Emily S. Ragsdale))

BK 1425PG287

whatsoever, all and every sum or sums of money due and owing, or that may become due, and give receipts for the same, or at my attorneys discretion to compound or compromise for the same, and give discharges; to sign and bond, note, government bond, deed, deed of trust, stock certificate, obligation, contract or other papers; to endorse promissory notes, and the same to renew from time to time; to draw upon any bank or banks or any corporations, associations or individuals for any sum or sums of money that may be to my credit, either on savings accounts, certificates of deposit or checking accounts, or which I might be entitled to receive, as I might or could do; to sell and/or encumber any part or parts of my real and personal estate, wheresoever situated, to make all necessary deeds, deeds of trust and conveyances thereof, with all necessary covenants, warranties and assurances, to sign, seal, acknowledge and deliver the same; to enter any safe deposit box of which I am the Lessee in any bank or depository where same is located, as I might or could do if acting personally, and to deposit therein or remove therefrom any item, paper, or the contents thereto, using any method to gain such entry thereto as I would if acting personally, and said bank or banking institution is relieved of any obligation it might otherwise have upon production of the Power of Attorney and a card signed by me, acting through my Attorney-in-Fact; to borrow against or obtain the cash surrender value of any of my life insurance policies, and transfer the ownership of any such policies to the beneficiaries therein named, to create, and to add to, intervivos trusts for my benefit; to make gifts to beneficiaries named in my will by way of total or partial satisfaction of any bequests, legacies or devises made to such beneficiaries in my will as written at the time of such gifts, and

Attachment: SHOCKOE SOLAR LLC - CASE R-20-014 (2083 : Rezoning Case R-20-014 (Staff Contact: Emily S. Ragsdale))

BK 1425PG288

should my acting Attorney-in-Fact be one of the beneficiaries or devisees, then he/she is expressly authorized on my behalf to make said gift or conveyance to himself/herself.

This Power of Attorney shall not terminate on disability of the principal, pursuant to Section 11-9.1 of the Code of Virginia of 1950, as amended.

WITNESS the following signature and seal this 2nd day of March, 2004.

MARVA JONES DAVIS (SEAL)

STATE OF VIRGINIA
COUNTY OF PITTSYLVANIA; to-wit:

The foregoing instrument was acknowledged before me this 2nd day of March, 2004, by MARVA JONES DAVIS, in my jurisdiction aforesaid.

My commission expires: 10-31-2006

Daniel D. McMillin
Notary Public



VIRGINIA:
Clerk
St. R. Tax
Co. R. Tax
Grantor Tax
Process Fee
VSLF
Transfer
Tech Fee
Total

CLERK'S OFFICE OF THE CIRCUIT COURT OF PITTSYLVANIA COUNTY	
Clerk	301
St. R. Tax	039
Co. R. Tax	213
Grantor Tax	038/220
Process Fee	036
VSLF	145
Transfer	212
Tech Fee	106
Total	\$ 146.50

The foregoing instrument with acknowledgement was admitted to record on March 3 2004 at 10:01 A M. in D.B. 1425 Page 286 Inst. No. 04-01229
Teste: H.E. HAYMORE JR., CLERK
By: [Signature] Deputy Clerk
Given Mailed to Edward Davis

Attachment: SHOCKOE SOLAR LLC - CASE R-20-014 (2083 : Rezoning Case R-20-014 (Staff Contact: Emily S. Ragsdale))

SPECIAL POWER OF ATTORNEY

Property Description (GPIN, Street Address or Common Description, Borough):

2465-78-0611, 2465-36-9039, 2465-77-7331, 2465-77-0438

GPIN #

I we Thomas Keith Atkinson & Kimberly M. Atkinson, am/are

 the applicant for the above-referenced application

the owner(s) of the property described above

I we do hereby make, constitute, and appoint Henry Yun, authorized agent of Shockoe Solar, LLC, my/our true and lawful attorney-in-fact, and grant unto my/our attorney-in-fact full power and authority to make any and all applications and execute any related documents required in connection with all zoning and/or permitting matters related to a solar energy generating facility and related improvements, on the above described property (the "Property"), and to perform all acts and make all agreements as such person shall deem necessary or appropriate in regard to said zoning and/or permitting matters, including but not limited to the following authority: the authority to negotiate with localities; to sign and submit proffers that would constitute binding conditions on the Property; to agree to conditions and bind the Property with conditions, whether through proffers or other agreements; to sign and submit applications, agreements and/or other documents in connection with rezoning, conditional rezoning, special use permits, conditional use permits, special exceptions, zoning variances, building permits and/or any other permits related to a solar energy generating facility and related improvements on the Property; and to modify or amend any documents in whole or in part relating to such applications, agreements and related documents.

I we ratify all actions taken to date in connection with the zoning and/or permitting of the Property related to a solar energy generating facility & related improvements on the Property.

Thomas Keith Atkinson
Henry Yun
Kimberly M. Atkinson

Kimberly M. Atkinson
Owner: Print Name

Commonwealth of Virginia City/County of Pittsylvania, to-wit:

Subscribed and sworn to before me this 1st day of May, 2020, in my City and

State aforesaid, by Philip Nathan Anderson Notary Public

My Commission Expires: November 30, 2021

PHILIP NATHAN ANDERSON
NOTARY PUBLIC
REGISTRATION # 7718566
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
NOVEMBER 30, 2021

Attachment: SHOCKOE SOLAR LLC - CASE R-20-014 (2083 : Rezoning Case R-20-014 (Staff Contact: Emily S. Ragsdale))

Shockoe Solar Project

Rezoning Request for Potential 60 MW_{AC} Solar Project with 20 MW_{AC} Battery Energy Storage



Introduction – 174 Power Global & Hanwha

174 Power Global

- Developer, owner and operator of solar projects in North America
 - Completed development of solar projects totaling more than 2,000 MW of capacity
 - Wholly owned subsidiary of Hanwha

Hanwha

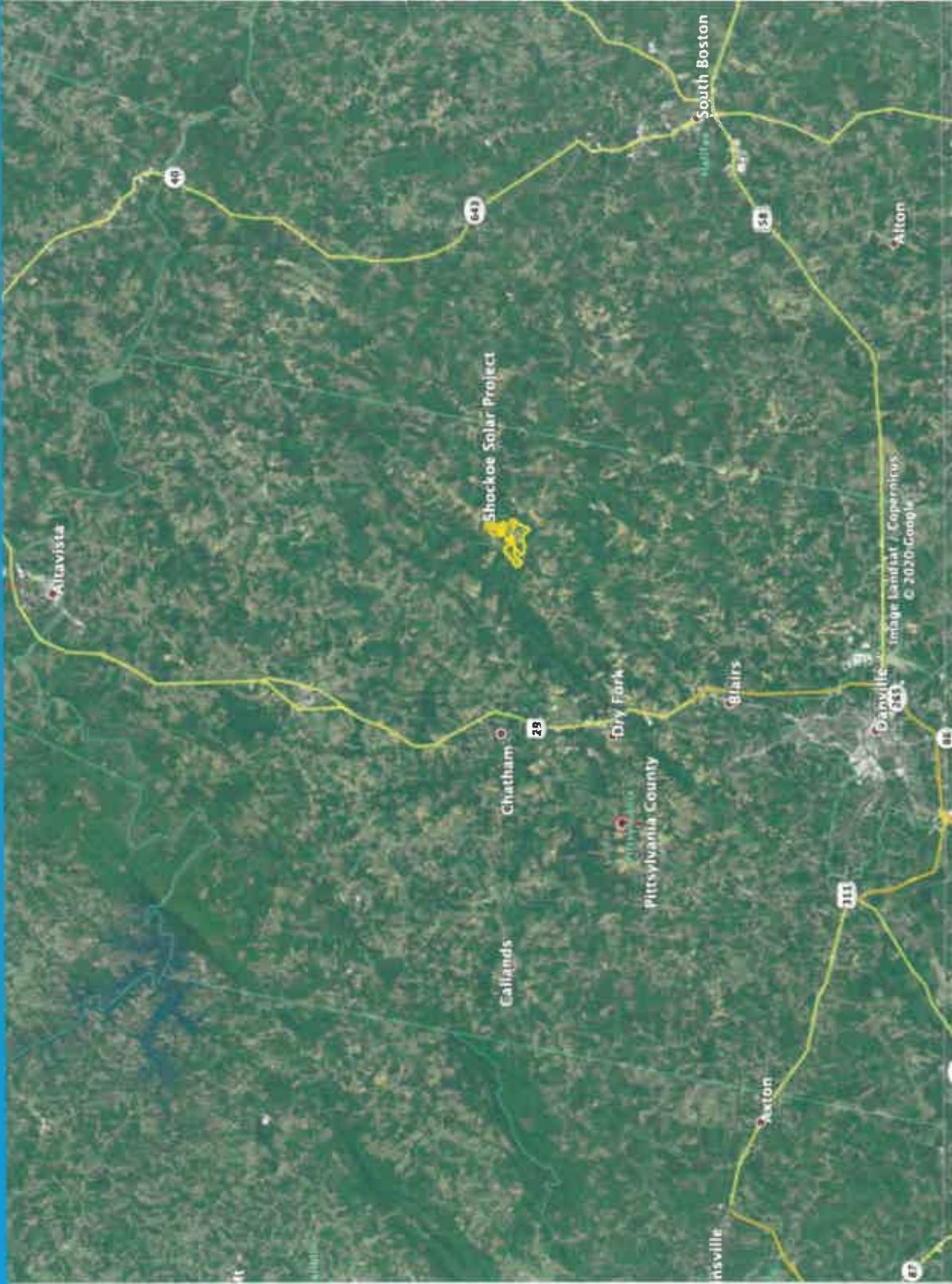
- One of the largest manufacturers of solar modules in the world
- Recently completed construction of and now operates the largest solar module manufacturing plant in North America in Dalton, Georgia (Hanwha Q Cells).
- Has existing presence in region with Hanwha Azdel facility near Lynchburg
 - Materials and automotive components



© 174 Power Global. Confidential.



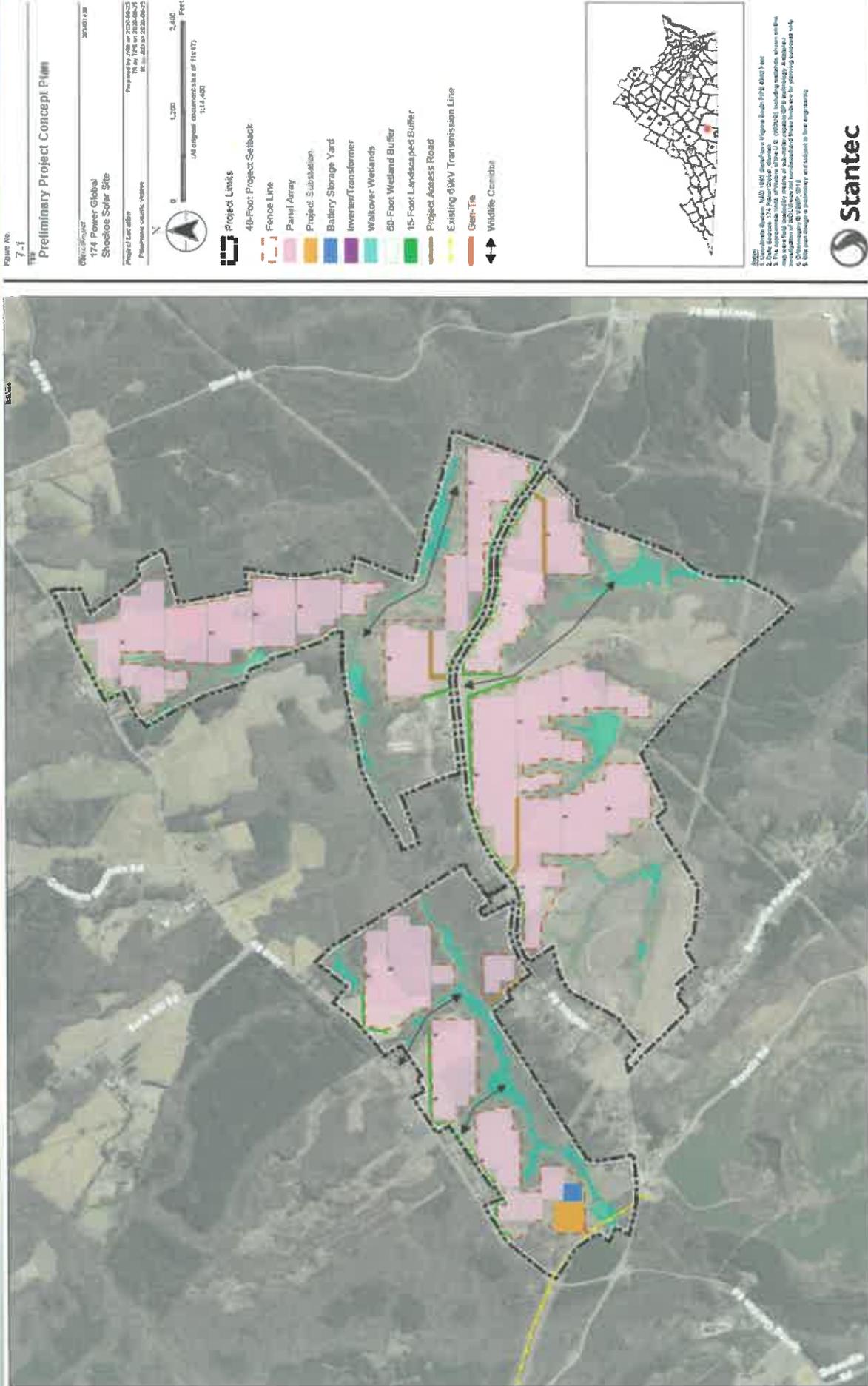
Shockoe Solar Project – County Location



© 174 Power Global. Confidential.

..... 3

Shockoe Solar & Energy Storage Project – Preliminary Site Plan



© 174 Power Global. Confidential.

Areas of Concern

Sound

- Operation is daytime only with sound levels about equivalent to a household refrigerator at 150' from inverters
- Preliminary layout has inverters at least 200' from nearest residence

Traffic

- Four entry points for construction
- Coordination will take place with Pittsylvania County and VDOT prior to and during construction of the project
- Operational traffic is negligible

Visual

- Vegetation screening will be applied in accordance with the county ordinance which will minimize any view of the project by the public

Decommissioning

- Will be decommissioned in accordance with the decommissioning plan and in accordance with county ordinance
- Secured with posting of decommissioning bond

Benefits

- Capital investment of approximately \$85 million
- Significant property tax revenue
 - Approximately \$85,000 per year over the 35 year life of the project
- Approximately 135 full time equivalent jobs during construction
- 2 full time equivalent local plus approximately 1 full time equivalent job during operations supplemented by local contractors for grounds maintenance and module washing
- Long term supply of low cost, renewable energy
 - Enough to power more than 13,000 homes

Figure No. 3-1

Subject and Adjacent Property Parcel Limits

174 Power Global Shockoe Solar Site

Project Location
Pittsylvania County, Virginia
Prepared by JRM on 02/20/2017
IR by JLD on 02/20/2017

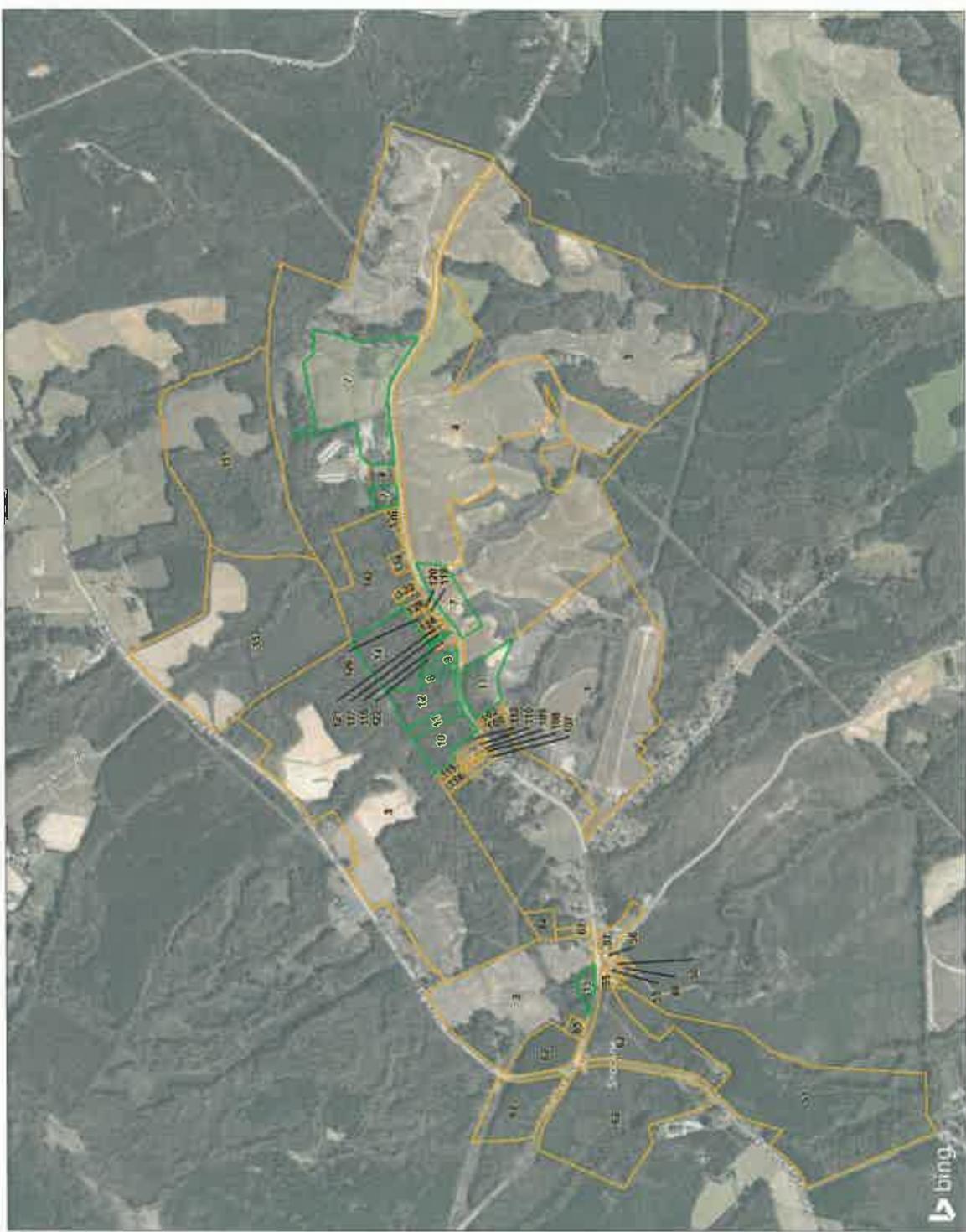


- Parcel to be Rezoned
- Adjacent Parcel Boundary



Notes:

1. Parcel boundaries based on 1:14,400 Scale Ortho-Rectified Aerial Imagery
2. Data Source: 174 Power Global, Pittsburgh, PA
3. Contour Lines: 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 140, 150, 160, 170, 180, 190, 200, 210, 220, 230, 240, 250, 260, 270, 280, 290, 300, 310, 320, 330, 340, 350, 360, 370, 380, 390, 400, 410, 420, 430, 440, 450, 460, 470, 480, 490, 500, 510, 520, 530, 540, 550, 560, 570, 580, 590, 600, 610, 620, 630, 640, 650, 660, 670, 680, 690, 700, 710, 720, 730, 740, 750, 760, 770, 780, 790, 800, 810, 820, 830, 840, 850, 860, 870, 880, 890, 900, 910, 920, 930, 940, 950, 960, 970, 980, 990, 1000
4. Parcel boundaries based on 1:14,400 Scale Ortho-Rectified Aerial Imagery



Disclaimer: This document has been prepared based on information provided by others as cited in the notes section. Stantec has not verified the accuracy and/or completeness of this information and does not accept responsibility for any errors or omissions which may be incorporated herein as a result. Stantec assumes no responsibility for data supplied in electronic format, and the recipient accepts full responsibility for verifying the accuracy and completeness of the data.

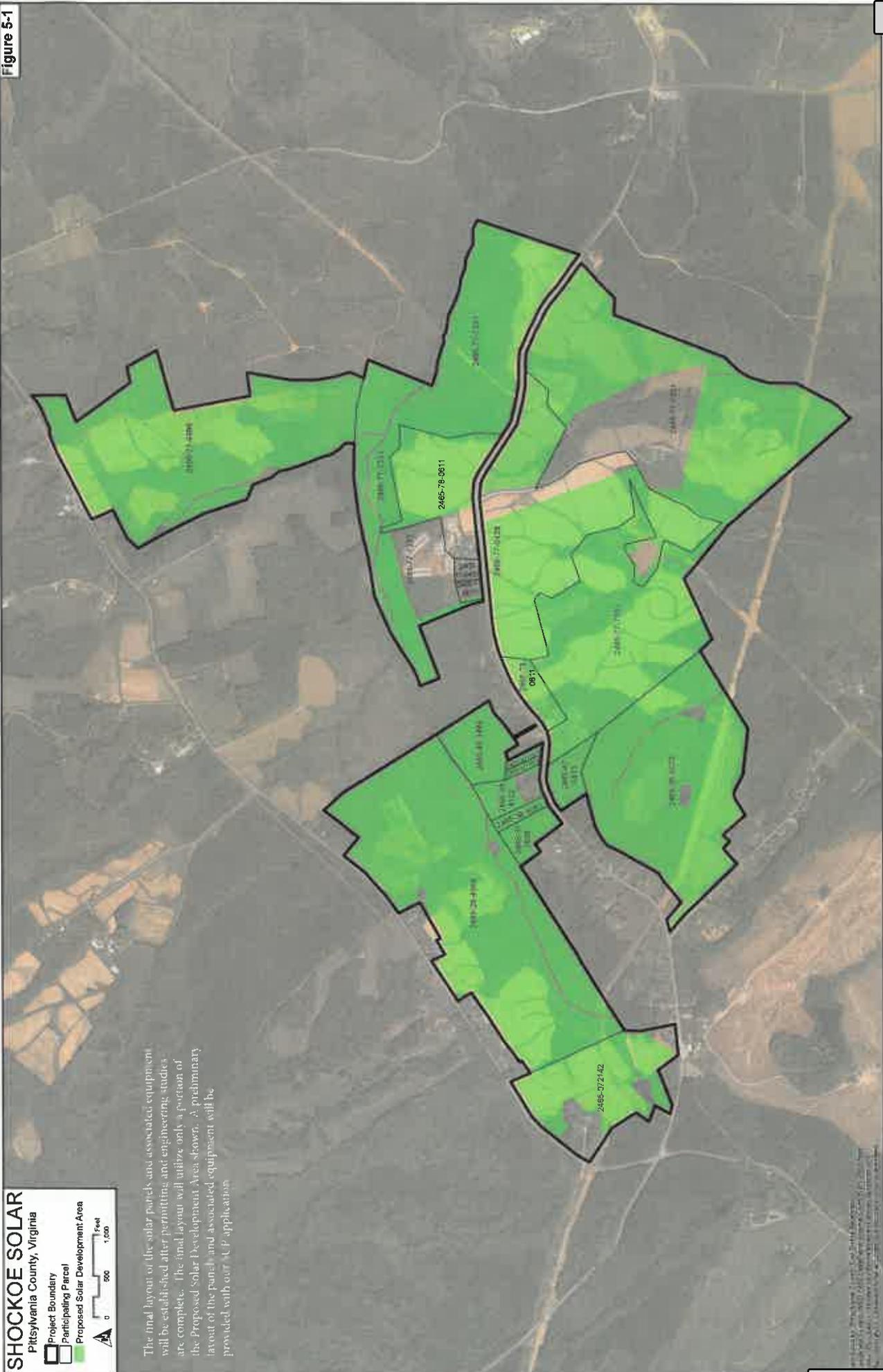
Figure 5-1

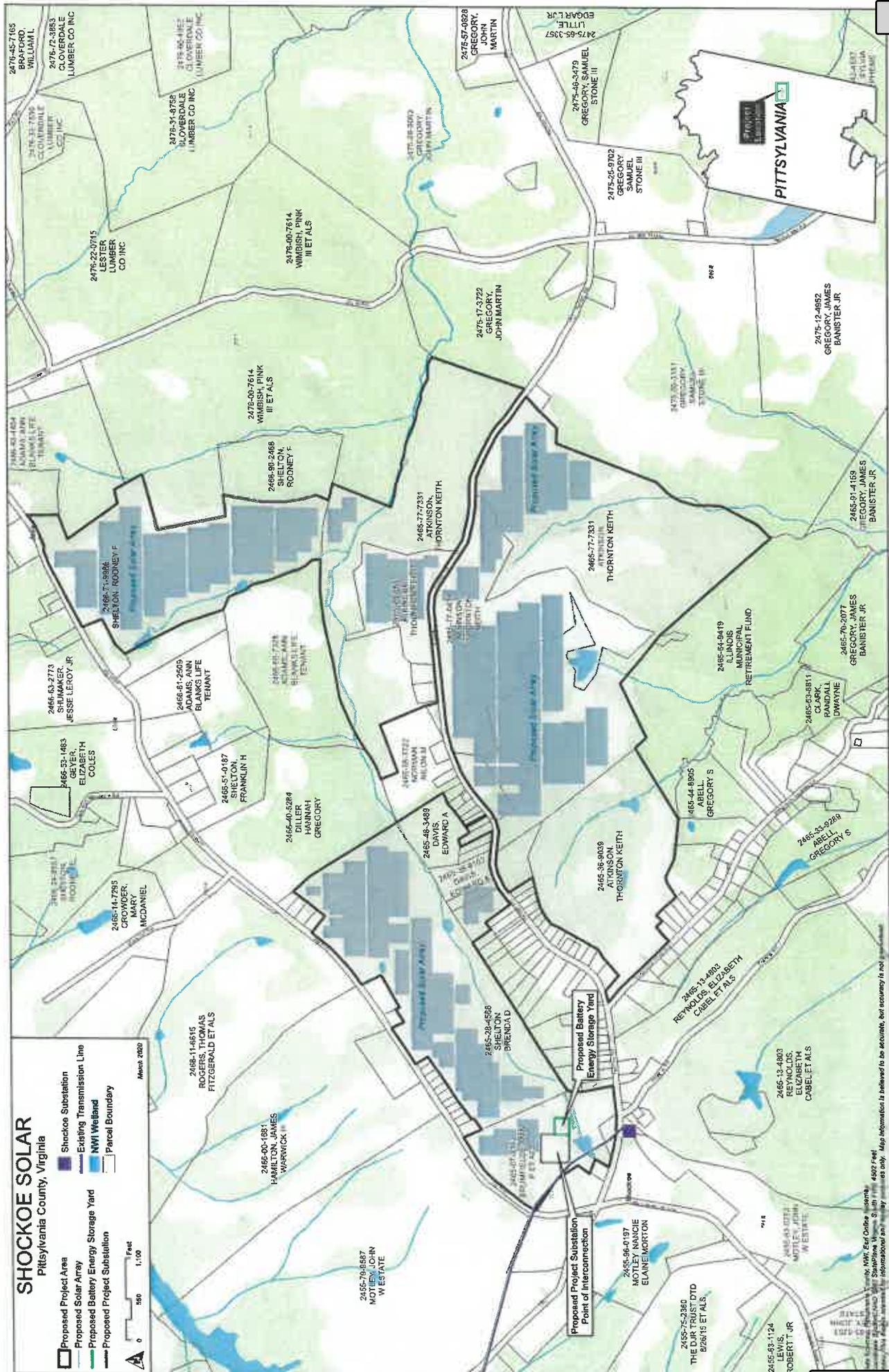
SHOCKOE SOLAR
Pittsylvania County, Virginia

-  Project Boundary
-  Participating Parcel
-  Proposed Solar Development Area

 0 500 1,000 Feet

The final layout of the solar panels and associated equipment will be established after permitting and engineering studies are complete. The final layout will utilize only a portion of the Proposed Solar Development Area shown. A preliminary layout of the panels and associated equipment will be provided with our A/P application.





Attachment: SHOCKOE SOLAR LLC - CASE R-20-014 (2083 : Rezoning Case R-20-014 (Staff Contact: Emily S. Ragsdale))

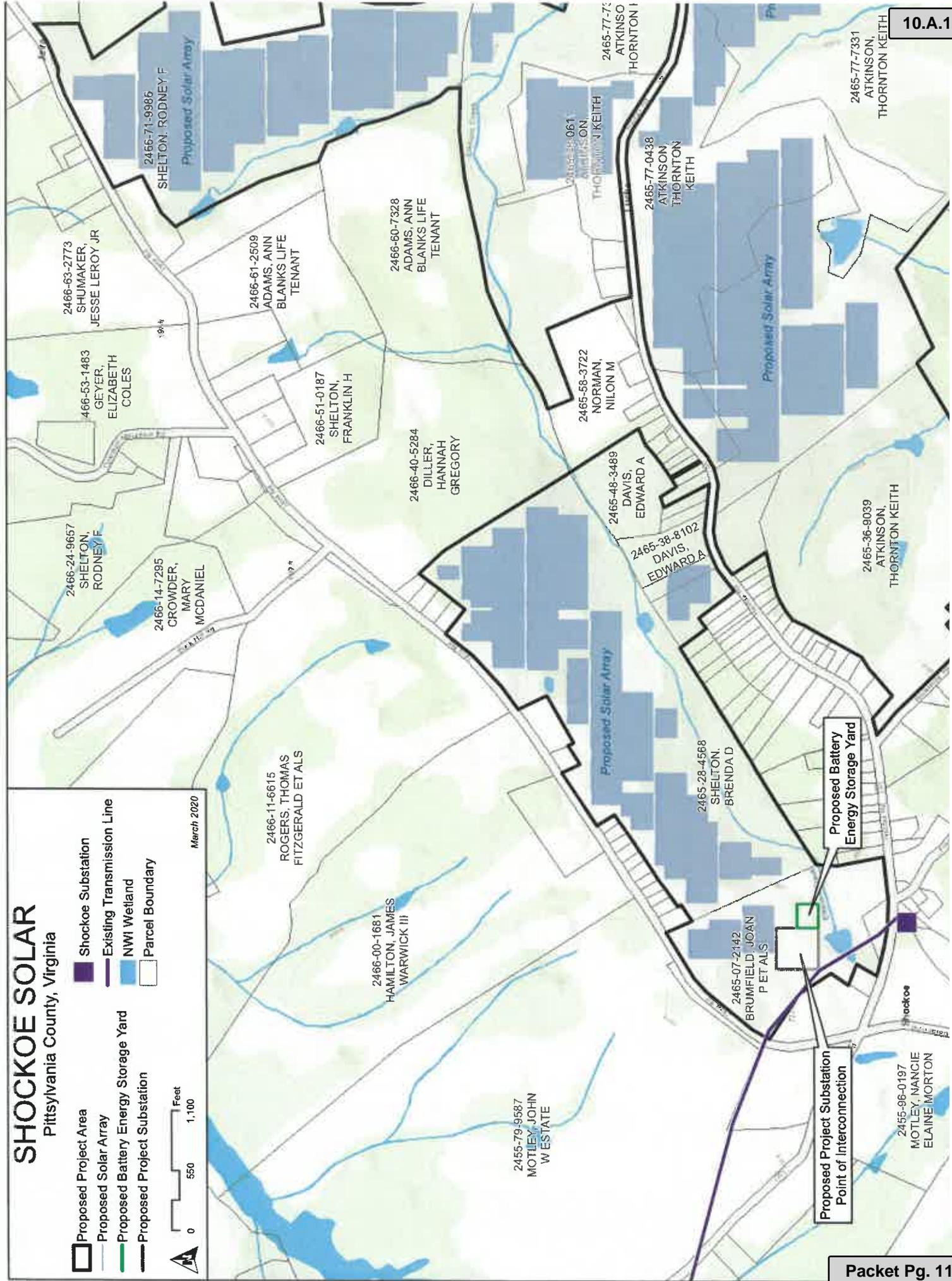
SHOCKOE SOLAR

Pittsylvania County, Virginia

-  Proposed Project Area
-  Proposed Solar Array
-  Proposed Battery Energy Storage Yard
-  Proposed Project Substation
-  Shockoe Substation
-  Existing Transmission Line
-  NWI Wetland
-  Parcel Boundary



March 2020

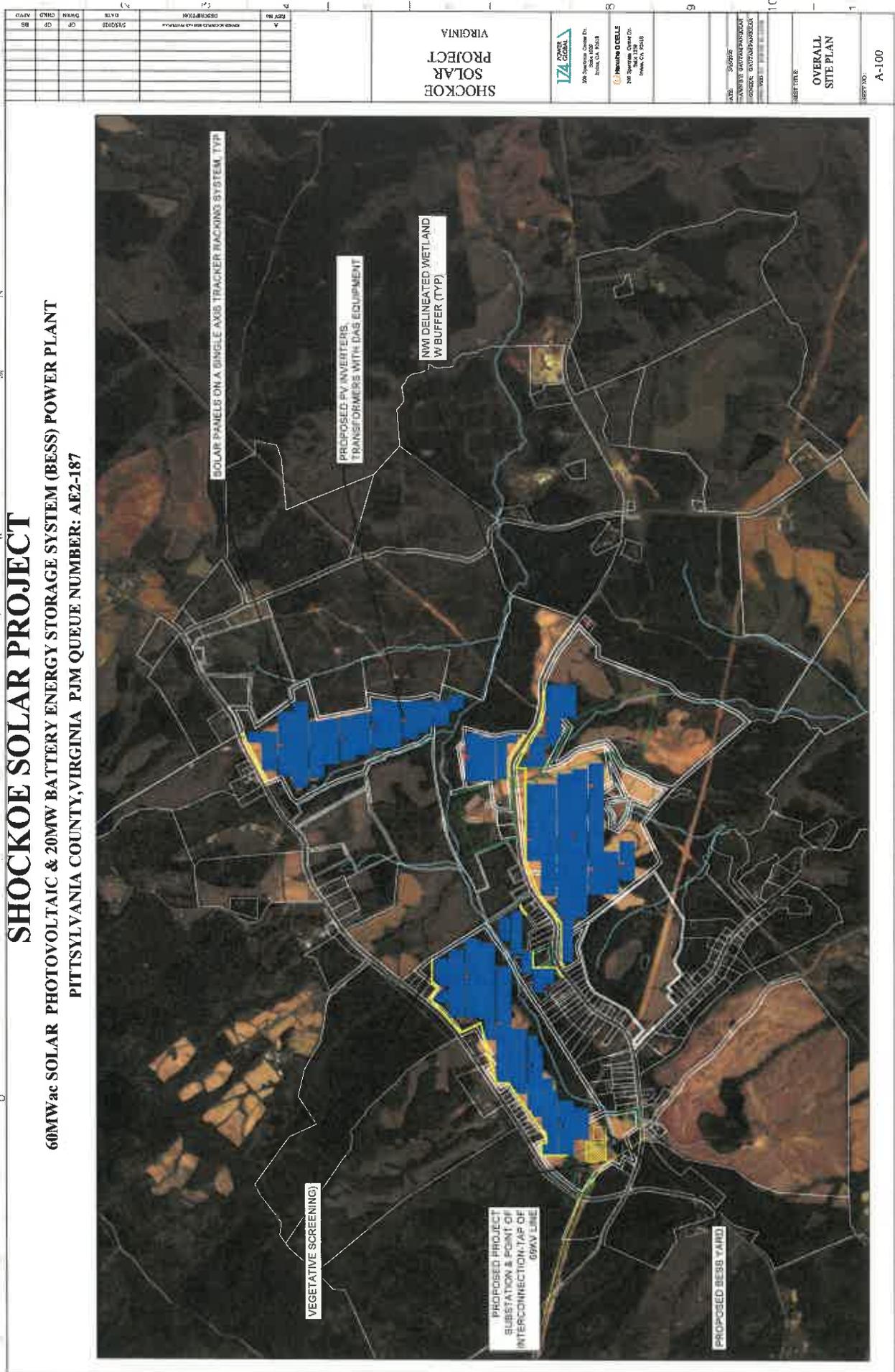


10.A.1.a

Attachment: SHOCKOE SOLAR LLC - CASE R-20-014 (2083 : Rezoning Case R-20-014 (Staff Contact: Emily S. Ragsdale))

SHOCKOE SOLAR PROJECT

60MWac SOLAR PHOTOVOLTAIC & 20MW BATTERY ENERGY STORAGE SYSTEM (BESS) POWER PLANT
PITTSYLVANIA COUNTY, VIRGINIA PJM QUEUE NUMBER: AE2-187



REV NO.	DESCRIPTION
A	REVISIONS TO THE SITE PLAN

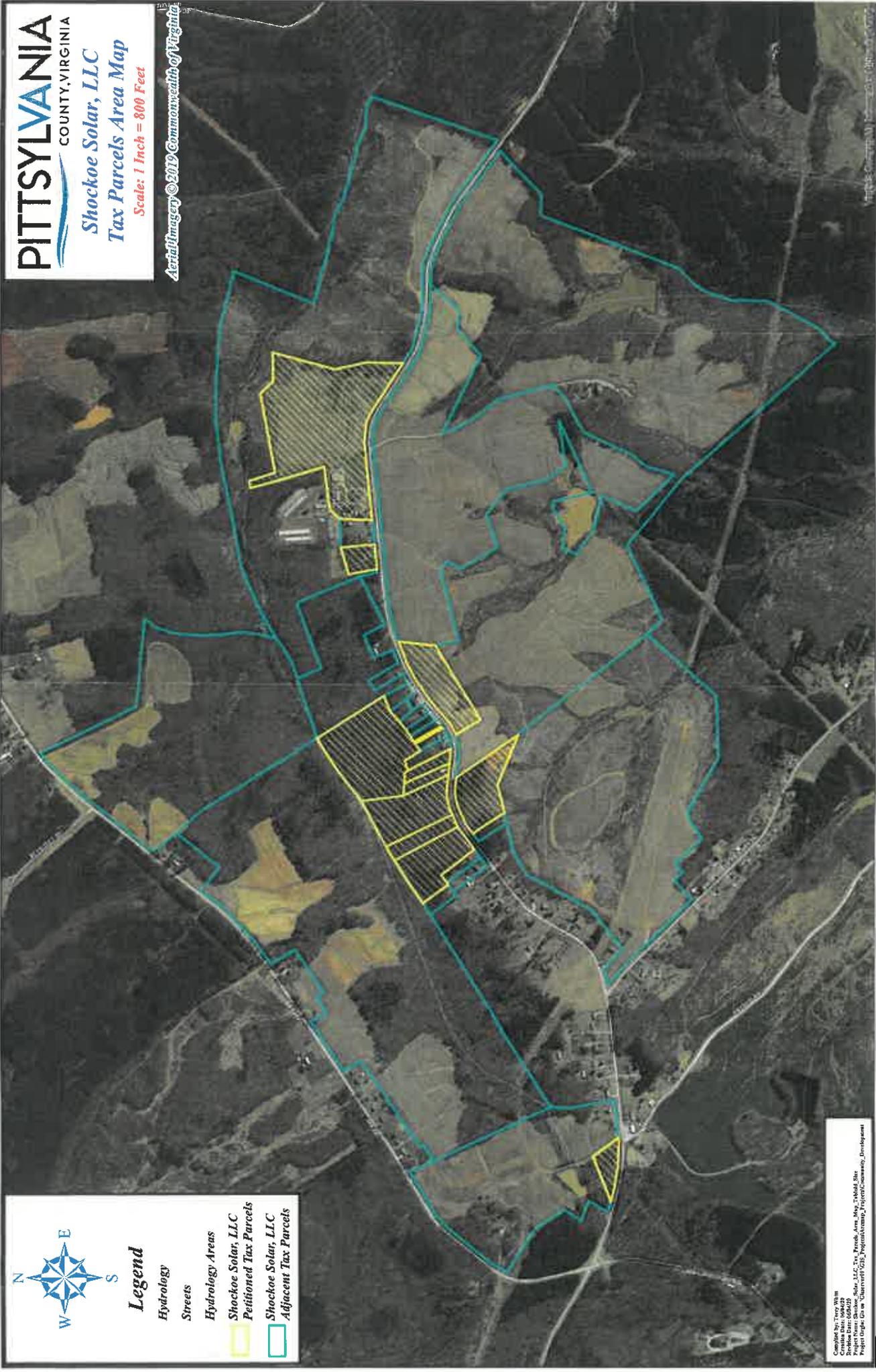
SHOCKOE SOLAR PROJECT
VIRGINIA

ISA POWER CONSULTANTS
300 Spotswood Avenue Dr.
Arlington, VA 22204

HEWITT O'CELLE
300 Spotswood Avenue Dr.
Arlington, VA 22204

DATE: 8/20/2018
DRAWN BY: JAVIER GONZALEZ
CHECKED BY: JAVIER GONZALEZ
SCALE: 1" = 100' (AS SHOWN)

PROJECT NO.:
OVERALL SITE PLAN
SHEET NO.: A-100



Legend

- Hydrology
- Streets
- Hydrology Areas
- Shockoe Solar, LLC Petitioned Tax Parcels
- Shockoe Solar, LLC Adjacent Tax Parcels

Compiled by: Tracy W. Smith
 Creation Date: 10/24/2019
 Project Name: Shockoe Solar, LLC Tax Parcels Area Map
 Project Origin: C:\Users\trsmith\GIS_Projects\Shockoe_Solar\Projects\Community_Development

VIRGINIA:

BEFORE THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY

A total of 74.40 acres, nine (9) parcels of land,)
located on Highway 57/Halifax Road)
within the Banister)
Election Districts and recorded as)
parcel #s 2465-06-3288, 2465-37-2898, 2465-38-5051,)
2465-38-8102, 2465-48-3489, 2465-47-1916, 2465-47-2915,)
2465-47-0413 & 2465-78-0611)
in the Pittsylvania County tax records.)

**RECOMMENDATION
(R-20-014)**

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:

WHEREAS, your Petitioner, Shockoe Solar, LLC, has filed with the Secretary to the Planning Commission a petition to rezone a total of 74.40 acres, nine (9) parcels of land, from R-1, Residential Suburban Subdivision District, and RC-1, Residential Combined Subdivision District, to A-1, Agricultural District, for a utility scale solar energy facility.

WHEREAS, the petition was referred to the Planning Commission which, after due legal notice as required by Section 15.2-2204 of the Code of Virginia, as amended, did hold a public hearing on July 7, 2020; and

WHEREAS, at that public hearing all parties in interest were afforded an opportunity to be heard; and

WHEREAS, the Planning Commission, after due consideration has recommended to the Pittsylvania County Board of Supervisors that the rezoning be **granted**.

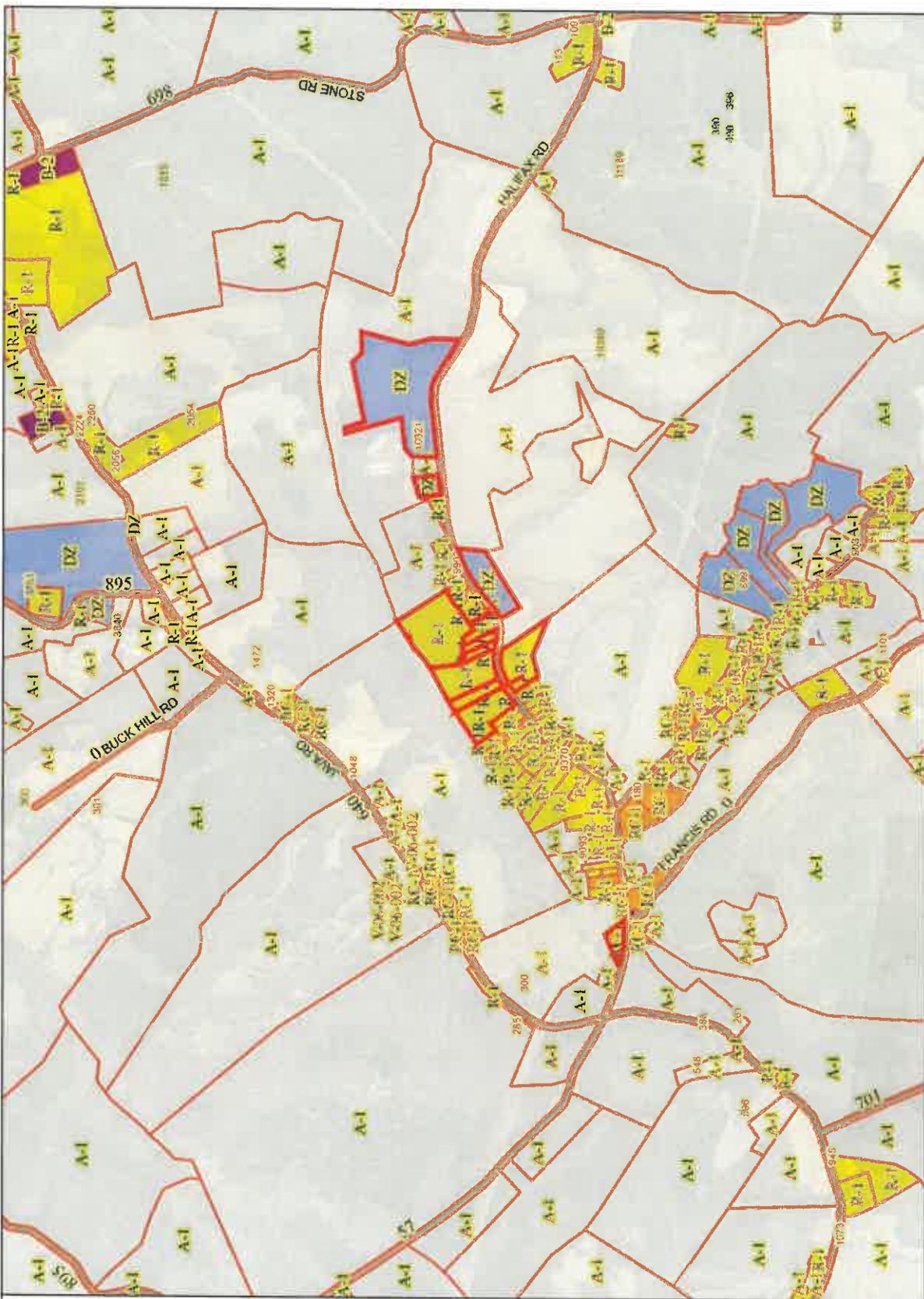
NOW, THEREFORE BE IT RESOLVED that the Planning Commission recommends to the Pittsylvania County Board of Supervisors that the above-referenced parcels of land be rezoned to A-1, Agricultural District, from R-1, Residential Suburban Subdivision District, and RC-1, Residential Combined Subdivision District.

The above action was adopted on motion of Mrs. Henderson and upon the following recorded vote:

- AYES: 6**
- NAYS: 0**
- ABSENT: 2**
- ABSTAIN: 0**

Richard G. Motley, Chairman
Planning Commission
07-07-20
Date

Attachment: SHOCKOE SOLAR LLC - CASE R-20-014 (2083 : Rezoning Case R-20-014 (Staff Contact: Emily S. Ragsdale))



PITTSYLVANIA
COUNTY, VIRGINIA

Legend

- Assessed Parcels
- Parcels
- Route Numbers
- Appeals
- Rezoning
- Signs
- Special Uses
- Variations
- Zoning**
- Unknown
- A-1 = Agricultural District
- B-1 = Business District, Limited
- B-2 = Business District, General
- C-1 = Conservation District
- M-1 = Industrial District, Light
- M-2 = Industrial District, Heavy
- Industry
- MHP = Residential Manuf. Housing
- Park District
- R-1 = Residential Suburban
- Subdivision District
- RC-1 = Residential Combined
- Subdivision District
- RE = Residential Estates District
- RMF = Residential Multi-Family
- Subdivision District
- RPD = Residential Planned
- Development District
- TZ = Town Zoning
- UK = Unknown
- County Boundary

0 500 1000 1500 2000

Feet

SHOCKOE SOLAR LLC - CASE R-20-014

5/29/2020

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Pittsylvania County is not responsible for its accuracy or how current it may be.



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Public Hearing: FY 2020 County Budget Amendments (Staff Contact: Kimberly G. Van Der Hyde)		
Staff Contact(s):	Kimberly G. Van Der Hyde		
Agenda Date:	July 21, 2020	Item Number:	10.B.1
Attachment(s):	Public Hearing.7.21.20 Attachment 07-21-2020 Budget Amendments		
Reviewed By:	VH		

SUMMARY:

Virginia Code § 15.2-2507 states that “Any locality may amend its budget to adjust the aggregate amount to be appropriated during the current fiscal year as shown in the currently adopted budget as prescribed by section 15.2-2504. However, any such amendment which exceeds one percent of the total expenditures shown in the currently adopted budget must be accomplished by publishing a notice of a meeting and a public hearing once in a newspaper having general circulation in that locality at least seven days prior to the meeting date.” An advertisement of this Budget Amendment appeared in the *Chatham Star Tribune* on July 8, 2020, which satisfies the seven (7)-day requirement. Attached is a copy of said advertisement. Finally, also attached is a list of carryovers and other Budget Amendments for FY 2021.

FINANCIAL IMPACT AND FUNDING SOURCE:

The Budget Amendments being requested total \$10,369,236.93, which includes \$3,784,653.76 of School carryovers, a net total of \$847,644.00 for an additional School Appropriation due to expected CARES funding, a total of \$416,652 in additional revenue to the General Fund, a total of \$2,925,500 for the PCSA Budget, a total of \$756,971.31 of Grant Funds, a total of \$1,282,527.92 for additional revenue expected in the Landfill Fund, and \$355,287.94 of County carryovers and other Budget Amendments.

RECOMMENDATION:

County Staff recommends the Board approve and appropriate a total of \$10,369,236.93 to the FY 2021 Budget, which includes \$3,784,653.76 of School carryovers, a net total of \$847,644.00 for an additional School Appropriation due to expected CARES funding, a total of \$416,652 in additional revenue to the General Fund, a total of \$2,925,500 for the PCSA Budget, a total of \$756,971.31 of Grant Funds, a total of \$1,282,527.92 for additional revenue expected in the Landfill Fund, and \$355,287.94 of County carryovers and other Budget Amendments.

MOTION:

“I make a Motion to approve the appropriation of the Budget Amendments totaling

\$10,369,236.93 to the FY 2021 County Budget as presented.”

PUBLIC HEARING NOTICE

Pursuant to §15.2-2507, Code of Virginia, 1950, as amended, the Pittsylvania County Board of Supervisors will hold a public hearing on Tuesday, July 21, 2020, at 7:00 p.m., in the Gallery Room of the Chatham Community Center, 115 South Main Street, Chatham, Virginia, 24531, to receive citizen input on the proposed FY2021 Budget Amendments. By appointment, related documents are available in the Pittsylvania County Administration Building, 1 Center Street, Chatham, Virginia, 24531, and on the County’s website, www.pittsylvaniacountyva.gov.

	Proposed Budget Amendments <u>2020-2021</u>
<u>REVENUES</u>	
Current Budgeted Revenues	\$186,116,529.00
Unassigned Fund Balance (Includes Carryovers)	355,287.94
General Fund Revenues	416,652.00
Grants Funds	756,971.31
School Carryover	3,784,653.76
School Additional Revenue	847,644.00
Water and Sewer Revenue	2,925,500.00
Landfill Revenue	<u>1,282,527.92</u>
Proposed Amended Revenues	\$ 196,485,765.93
 <u>EXPENDITURES</u>	
Current Budgeted Expenditures	\$ 186,116,529.00
County Operating Budget	771,939.94
Grants Fund Expenditures	756,971.31
School Operating Fund	4,632,297.76
Pittsylvania County Service Authority Expenditures	2,925,500.00
Landfill Expenditures	<u>1,282,527.92</u>
Proposed Amended Expenditures	\$ 196,485,765.93

2021 Public Hearing Breakdown

Unassigned Fund Balance (Includes Carryovers)

Acct Number	Sheriff:	
100-4-031200-5882	Project Lifesaver	839.12
100-4-031200-6045	K-9 Program	396.93
100-4-031200-60452	K-9-Iron Dog Event	4,333.40
100-4-031200-6002	DARE Program	8,357.47
100-4-031200/033100	Carryover for Cars	230,000.00
	Fire & Rescue:	
100-4-032200-5670	Hurricane Michael Funds	7,904.78
100-4-091200-8109	Hazard Mitigation Grant-Local Match	8,614.00
100-4-032200-5663	Block Payments	10,000.00
100-4-032200-5540	Training	5,000.00
100-4-032200-6009	Vehicle Supplies	10,000.00
100-4-032200-6052	Medical Equipment & Supplies	10,000.00
100-4-091200-9104	Capital Reserve Fund	29,421.76
310-4-094135-810215	Fire & Rescue Capital Reserve	29,421.76
	CSA:	
100-4-053500-5883	Real Life Program Donation	417.74
	Animal Control:	
100-4-035100-5883	Animal Control Donations	580.98
	Total Unassigned Fund Balance	355,287.94

General Fund

Revenue:		
M&T-Loss of IKEA		(287,840.00)
Sale of Land		(900,000.00)
Jail Per Diems		(61,563.00)
Comp Board Revenue		(18,458.00)
VRS-Soil & Water Rev		1,330.00
Real Estate		148,286.00
Personal Property		26,680.00
Mobile Homes		2,579.00
Merchant's Capital		3,992.00
Transfer from Landfill-Land		900,000.00
Transfer repayment of Landfill Debt		259,555.00
Transfer-Landfill 2020 Salary Increases		38,975.00
PCSA Revenue		303,116.00
TOTAL REVENUE		416,652.00
	Expense:	
VRS-General Fund		292,470.00
VRS Life-General Fund		3,865.00
PCSA General Fund Changes		182,573.00
Savings from 25% Richard to Landfill		(36,149.00)
Reduction in Contingency		(26,107.00)
TOTAL EXPENSE		416,652.00

2021 Public Hearing Breakdown

Grants Fund

VEC Temperature Checker Grant-WIA	32,890.00
Hazard Mitigation Grant	172,283.00
Community Foundation Resource Kits Grant	10,000.00
Williams Pipeline-COVID Grant	10,000.00
Registrar-CARES Funds	68,029.00
VEC Wagner-Peyser Grant	463,769.31
Total Grants Funds	756,971.31

Landfill Fund

Revenue:	
Outside Trash-Bays	175,000.00
2020 Sale of Easement-Unapprop	900,000.00
Unapprop Surplus for GF Transfers	207,527.92
TOTAL REVENUE	1,282,527.92
Expenses:	
VRS-Landfill	11,203.00
VRS Life-Landfill	148.00
General Fund Transfer:	
Transfer repayment of Landfill Debt	259,554.98
Transfer-Landfill 2020 Salary Increases	38,975.12
Chris Addock Salary (30%)	36,497.82
Richard Hicks Salary (25%)	36,149.00
Transfer from Landfill-Land	900,000.00
TOTAL EXPENSE	1,282,527.92



PITTSYLVANIA COUNTY SCHOOLS

P. O. Box 232, 39 Bank Street, SE, Chatham, VA 24531

Dr. Mark R. Jones
Division Superintendent

July 15, 2020

Bob Warren, Chairman
Pittsylvania County Board of Supervisors
P.O. Box 426
Chatham, VA 24531

Mr. Warren,

I am writing on behalf of the Pittsylvania County School Board to request that operating savings of \$1,599,926.76, from the early school closure during FY 2020, be carried over to FY 2021. These funds will be necessary to assist with expenditures related to opening school under the Governor's phases and CDC guidelines. These expenditures will include, but not be limited to, additional PPE for staff and students, clinical/medical supplies, cleaning and sanitation supplies, additional staff as well as additional hours for existing staff, etc. We are still developing our opening plans with several different scenarios that will each bring their own challenges as well as additional expense to the division. We also have an additional \$2,184,727.00 in carryover funds for FY 2020. A spreadsheet is attached that details each program or project with the source of funding included. The On-going Contracted Maintenance Projects includes security enhancements for Central Office, ECC and Maintenance (card swipes for outside doors, new front doors, cameras and permanent intercom system), sidewalk repair at four school locations, air conditioning in the Robotics classroom at PCTC, alarm system at Brosville Elementary, paving at 5 school locations, relocating zone lights at Chatham Middle School, replace broken windows at Gretna and Twin Springs Elementary schools and seal outside gym walls at Dan River and Gretna High schools. Therefore, the School Board is asking for your approval of \$3,784,653.76 in carryover funds for FY 2020. Please amend and appropriate our FY 2021 budget by this amount.

You will also find attached a final budget breakdown by categories. Please approve the categorical changes as presented based on actual FY 2020 expenditures. Thank you in advance for your consideration and approval of this request.

Sincerely,

Dr. Mark R. Jones
Division Superintendent

Attachment: Public Hearing.7.21.20 Attachment (2100 : Public Hearing: FY2020 County Budget Amendments (Staff Contact: Kimberly G. Van



PITTSYLVANIA COUNTY SCHOOLS

P. O. Box 232, 39 Bank Street, SE, Chatham, VA 24531

Dr. Mark R. Jones
Division Superintendent

July 15, 2020

Bob Warren, Chairman
Pittsylvania County Board of Supervisors
P.O. Box 426
Chatham, VA 24531

Mr. Warren,

Pittsylvania County School Board has included \$1,899,666.52 of CARES ACT funding in its FY 2021 budget. Staff is in the process of completing the application to receive these funds. Approximately \$62,789.65 will go to private schools in the area with the remaining funds to be used by PCS. We plan to use our funds in two areas. At this time, the majority of the funds will be used for staff salaries and benefits in order to maintain operations and continuity of services in light of possible ADM funding loss and the remaining funds will be used to purchase PPE, cleaning and sanitizing products, and various other items needed to provide safe spaces for staff and students. If our revenues hold firm, we will amend our application to use the additional funds to assist with our goal of a 1:1 technology initiative for students. Thank you in advance for your support of our school system during these unprecedented times.

Sincerely,

Dr. Mark R, Jones
Division Superintendent

Attachment: Public Hearing.7.21.20 Attachment (2100 : Public Hearing: FY2020 County Budget Amendments (Staff Contact: Kimberly G. Van

Pittsylvania County Schools
Revenue, Expenditure and Fund Balance Report
for Fiscal Year Ending June 30, 2020

Revenue	Budget	Actual	Balance
Sales Tax Receipts	\$10,360,125.00	\$10,482,220.16	-\$122,094.84
State Funds	\$52,407,089.84	\$51,993,469.65	\$413,620.19
Federal Funds	\$8,496,399.72	\$9,004,163.38	-\$507,763.66
Local Funds	\$18,986,709.00	\$18,986,709.00	\$0.00
Other Funds	\$4,373,653.79	\$4,149,224.16	\$224,429.63
Totals	\$94,623,977.35	\$94,615,786.35	\$8,191.00
Expenditures			
Instruction	\$67,115,152.88	\$64,451,609.61	\$2,663,543.27
General Support	\$4,049,715.84	\$4,049,715.84	\$0.00
Pupil Transportation Services	\$7,310,994.14	\$7,255,257.65	\$55,736.49
Operation & Maintenance Services	\$9,811,284.54	\$8,737,719.54	\$1,073,565.00
Non-Instructional Operations	\$3,801,505.20	\$3,801,505.20	\$0.00
Facilities	\$0.00	\$0.00	\$0.00
Technology	\$2,535,324.75	\$2,535,324.75	\$0.00
Totals	\$94,623,977.35	\$90,831,132.59	\$3,792,844.76
Total Revenues	\$94,615,786.35		
Less: Total Expenditures	\$90,831,132.59		
Ending Fund (Cash) Balance	\$3,784,653.76		
Less: Designated Carry-Over Funds:			
Community Foundation Grant	\$4,700.00	<i>(local grant funds)</i>	
Project Graduation	\$27,807.95	<i>(state grant funds)</i>	
PBIS Grant	\$9,681.84	<i>(state grant funds)</i>	
PBIS/VTSS Grant	\$24,534.48	<i>(state grant funds)</i>	
Electric Buses	\$33,522.00	<i>(state funds)</i>	
PCTC Grant - PCS Share	\$66,392.50	<i>(local funds)</i>	
United Way Grant - Book Buddies	\$5,556.99	<i>(local grant funds)</i>	
Danville Regional Foundation Grant - Stem Academy	\$24,017.57	<i>(local grant funds)</i>	
Virginia Preschool Program	\$148,663.91	<i>(state funds)</i>	
PALS Tutors	\$50,441.58	<i>(state funds)</i>	
Textbooks	\$715,843.18	<i>(state/local funds)</i>	
Drainfield & Wastewater Expansion - KES	\$225,000.00	<i>(state funds)</i>	
Chiller - TMS	\$190,000.00	<i>(state funds)</i>	
Roof - Stony Mill Elementary School	\$343,998.00	<i>(state funds)</i>	
On-going Contracted Maintenance Projects	\$314,567.00	<i>(state funds)</i>	*(Paving, Security, other misc maint ite
COVID-19 Expenditures FY 21	\$1,599,926.76	<i>(state funds)</i>	
	<u>\$3,784,653.76</u>		
Non-Designated Fund (Cash) Balance	<u>\$0.00</u>		

2020-2021 Amended Budget

	2017-2018 Final Amended Budget	2018-2019 Final Amended Budget	2019-2020 Adopted Budget	2019-2020 Amended Budget	2020-2021 Approved Budget	2020-2021 Amended Budget	Increase/ Decrease In 2020-2021 Budget
REVENUES							
From Sales Tax Funds	10,070,955	10,483,893	10,360,125	10,360,125	10,441,705	10,451,874	10,169
From State Funds	51,453,389	50,900,320	52,381,368	52,391,368	55,781,133	54,940,452	(840,681)
From Federal Funds	8,708,229	9,499,215	8,499,340	8,499,340	8,902,065	10,809,087	1,907,022
From Local Funds*	17,236,709	18,336,709	18,986,709	18,986,709	19,486,709	19,486,709	-
From Other Funds	5,528,635	4,677,873	799,385	4,795,791	1,200,627	971,762	(228,865)
TOTAL	92,997,917	93,898,011	91,026,927	95,033,333	95,812,239	96,659,883	847,644
EXPENDITURES							
Instruction	66,788,711	66,822,566	65,916,869	67,538,774	69,651,531	67,677,909	(1,973,622)
General Support	3,715,471	3,843,519	4,004,208	4,062,645	4,129,708	4,160,009	30,301
Pupil Transportation Services	7,025,940	6,699,420	6,596,406	7,597,286	6,596,406	6,667,711	71,305
Operation & Maintenance	8,683,785	9,510,964	8,163,420	9,307,888	8,533,420	8,284,814	(248,606)
Non-Instructional Operations	3,629,313	3,891,408	3,519,845	3,519,845	3,979,995	3,522,579	(457,416)
Facilities	-	-	-	-	-	-	-
Technology	3,154,697	3,130,133	2,826,179	3,006,895	2,921,179	2,799,985	(121,194)
Contingency Reserves	0	0	0	0	0	3,546,877	3,546,877
TOTAL	92,997,917	93,898,011	91,026,927	95,033,333	95,812,239	96,659,883	847,644

FY 2019 - Carryover \$1,366,422.00, Bus Lease October 2019 \$963,565.00 and February 2020 amendment \$1,267,000.00
 Additional amendment to be approved of \$409,419.00 due to other revenue sources.

Attachment: Public Hearing.7.21.20 Attachment (2100 : Public Hearing: FY2020 County Budget

Pittsylvania County Service Authority
 FY2020-2021 Budget Request

ACCOUNT NUMBER	DESCRIPTION	2021 BUDGET REQUEST
REVENUE:		
501-3-000000-110601	PENALTIES	35,000
501-3-000000-150101	INTEREST	60,000
501-3-000000-150214	SALE OF ASSETS-GRETNA	25,000
501-3-000000-150215	SALE OF SURPLUS PROPERTY	5,000
501-3-000000-160750	WATER CHARGES	1,787,500
501-3-000000-160751	SEWER FEES	962,500
501-3-000000-160752	WATER CONNECTION FEES	20,000
501-3-000000-160753	SEWER CONNECTION FEES	8,000
501-3-000000-160754	ACCOUNT PROCESSING FEES	2,500
501-3-000000-160755	RECONNECTION FEES	20,000

	TOTAL	2,925,500

ACCOUNT NUMBER	DESCRIPTION	2021 BUDGET REQUEST	65%
501-4-043220-101100	COMPENSATION-BOARD MEMBERS	9,945	
501-4-043220-110000	SALARIES AND WAGES-REGULAR	163,175	
501-4-043220-120000	SALARIES AND WAGES-OVERTIME	9,100	
501-4-043220-210000	FICA	13,940	
501-4-043220-221000	VRS	19,679	
501-4-043220-230000	BCBS-CO. SHARE	26,525	
501-4-043220-230100	DENTAL	506	
501-4-043220-240000	VRS-LIFE INSURANCE	2,187	
501-4-043220-260000	UNEMPLOYMENT INSURANCE	172	
501-4-043220-270000	WORKMAN'S COMP INSURANCE	5,571	
501-4-043220-280000	LT DISABILITY INSURANCE	127	
501-4-043220-312000	AUDITING FEES	7,800	
501-4-043220-316000	ADP FEES	325	
501-4-043220-316100	METER READING FEES	24,375	
501-4-043220-316200	WATER TAX (VDH FEES)	11,600	
501-4-043220-316220	WATER SAMPLES/TESTING	17,000	
501-4-043220-316300	ENGINEERING	22,750	
501-4-043220-317300	MISS UTILITY	1,300	
501-4-043220-331200	MAINTENANCE WELLS	3,500	
501-4-043220-331400	MAINTENANCE WATER MAINS	30,000	
501-4-043220-331600	MAINTENANCE WATER TANKS	116,000	
501-4-043220-331700	HYDRANT MAINTENANCE	1,500	
501-4-043220-332000	SVC CONTRACT-OFFICE EQUIP	780	

Attachment: Public Hearing.7.21.20 Attachment (2100 : Public Hearing: FY2020 County Budget Amendments (Staff Contact: Kimberly G. Van

501-4-043220-332200	MAINTENANCE-EQUIPMENT	2,925
501-4-043220-350000	PRINTING	650
501-4-043220-360000	ADVERTISING	2,860
501-4-043220-370000	UNIFORM RENTALS	2,860
501-4-043220-511300	ELECTRICITY-PUMPING	46,800
501-4-043220-514100	PURCHASED WATER	790,000
501-4-043220-521000	POSTAGE	8,001
501-4-043220-523000	TELEPHONE	5,850
501-4-043220-530200	FIRE INSURANCE	7,555
501-4-043220-530500	VEHICLE INSURANCE	2,735
501-4-043220-530700	PUBLIC OFFICIALS LIABILITY	982
501-4-043220-550000	TRAVEL	975
501-4-043220-554000	TRAINING	1,300
501-4-043220-581000	DUES AND MEMBERSHIP	1,300
501-4-043220-584100	SOFTWARE SUPPORT	11,050
501-4-043220-589900	ADMINISTRATIVE FEE	197,025 *
501-4-043220-600100	OFFICE SUPPLIES	650
501-4-043220-600600	WATER SERVICE MATERIALS	5,850
501-4-043220-600640	OPERATION & MAINT-WATER PUMP	1,500
501-4-043220-600800	FUEL	6,825
501-4-043220-600900	VEHICLE-SUPPLIES	325
501-4-043220-810200	CAPITAL OUTLAY-EQUIPMENT	5,525
501-4-043220-830000	CAPITAL RESERVE	181,410 *

TOTAL PCSA-WATER DEPARTMENT

1,772,811

35%

501-4-043221-101100	COMPENSATION-BOARD MEMBERS	5,355
501-4-043221-110000	SALARIES AND WAGES-REGULAR	87,864
501-4-043221-120000	SALARIES AND WAGES-OVERTIME	4,900
501-4-043221-210000	FICA	7,506
501-4-043221-221000	VRS	10,596
501-4-043221-230000	BCBS-CO. SHARE	14,283
501-4-043221-230100	DENTAL	272
501-4-043221-240000	VRS-LIFE INSURANCE	1,177
501-4-043221-260000	UNEMPLOYMENT INSURANCE	92
501-4-043221-270000	WORKMAN'S COMP INSURANCE	3,000
501-4-043221-280000	LT DISABILITY INSURANCE	69
501-4-043221-312000	AUDITING FEES	4,200
501-4-043221-316000	ADP FEES	175
501-4-043221-316100	METER READING FEES	13,125
501-4-043221-316300	ENGINEERING	12,250
501-4-043221-317300	MISS UTILITY	700
501-4-043221-331900	MAINTENANCE SEWER LINES	27,000
501-4-043221-332000	SVC CONTRACT-OFFICE EQUIP	420

501-4-043221-332100	MAINTENANCE SEWER PUMPING	14,000
501-4-043221-332200	MAINTENANCE EQUIPMENT	1,575
501-4-043221-350000	PRINTING	350
501-4-043221-360000	ADVERTISING	1,540
501-4-043221-370000	UNIFORM RENTALS	1,540
501-4-043221-511300	ELECTRICITY-PUMPING	25,200
501-4-043221-514200	SEWER TREATMENT	680,000
501-4-043221-521000	POSTAGE	4,308
501-4-043221-523000	TELEPHONE	3,150
501-4-043221-530200	FIRE INSURANCE	4,068
501-4-043221-530500	VEHICLE INSURANCE	1,473
501-4-043221-530700	PUBLIC OFFICIALS LIABILITY	528
501-4-043221-550000	TRAVEL	525
501-4-043221-554000	TRAINING & EDUCATION	700
501-4-043221-581000	DUES AND MEMBERSHIP	700
501-4-043221-584100	SOFTWARE SUPPORT	5,950
501-4-043221-589900	ADMINISTRATIVE FEE	106,091
501-4-043221-600100	OFFICE SUPPLIES	350
501-4-043221-600600	SEWER SERVICES MATERIALS	3,150
501-4-043221-600800	FUEL	3,675
501-4-043221-600900	VEHICLE-SUPPLIES	175
501-4-043221-810200	CAPITAL OUTLAY-EQUIPMENT	2,975
501-4-043221-830000	CAPITAL RESERVE	97,683

	TOTAL PCSA-SEWER DEPARTMENT	1,152,689

	=====	

	TOTAL PCSA - WATER & SEWER	2,925,500

*An adustment was made between these three line items to make sure adequate funding existed for the Administrative Fee to cover the cost of the PCSA contract with the County

VEC Temperature Checker Budget

July 1, 2020-Dec 31, 2020

<u>Description</u>	<u>Budget</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>	<u>Balance</u>
Salaries-Temp Checker 1	7,150.00							-	7,150.00
Salaries-Temp Checker 2	7,150.00							-	7,150.00
Salaries-Temp Checker 3	7,150.00							-	7,150.00
Salaries-Temp Checker 4	7,150.00							-	7,150.00
Total Salaries	28,600.00	-	-	-	-	-	-	-	28,600.00
Subawards-Adm Fees 15% of Salaries	4,290.00							-	4,290.00
	-							-	-
Total	32,890.00	-	-	-	-	-	-	-	32,890.00

Note: 4 part-time positions 25hrs per wk @ \$11.00/ hr. x 26 weeks
 2 per site (Martinsville Center and Danville Center)
 One for morning shift and one for afternoon shift

Attachment: Public Hearing.7.21.20 Attachment (2100 : Public Hearing: FY2020 County Budget



MEMORANDUM

To: Mike Taylor, Sheriff

From: David M. Smitherman, County Administrator

CC: Board of Supervisors
 Kim Van Der Hyde, Finance Director

Date: June 24, 2020

Subject: Funding for New Sheriff's Department Vehicles

As you are aware, the Board of Supervisors approved the appropriation of \$477,077 to fund new Deputy vehicles. These funds are to be used to lease and purchase cars to replenish your fleet. There are several sources and two uses for these funds.

- Amt. Approved 6/16/20
~~\$230,000~~
 \$425,000
- \$125,000 FY21 appropriation to lease patrol cars for road deputies
 - \$70,000 FY21 appropriation to purchase vehicles
 - \$282,077 FY20 Comp Board vacancy savings to purchase vehicles

Since your FY20 operating budget is projected to be "in the black" by more than the anticipated amount, the Board of Supervisors approved the carry forward of vacancy savings. This amount will be added to your FY21 budget in July. The remaining \$195K is appropriated in the adopted FY21 budget.

Please be advised that the Board expressed a desire to lease patrol and civil service Deputy vehicles on a five (5) year rotation and purchase administrative/investigative vehicles with a minimum rotation life of seven (7) years.

Please let me know if you have any questions.

DMS/hk

JEFFREY D. STERN, Ph.D.
State Coordinator

CURTIS C. BROWN
Chief Deputy State Coordinator/
Chief Diversity and Inclusion Officer



JOHN NORTON
Deputy State Coordinator – Disaster Services

ANDRES ALVAREZ
Deputy State Coordinator – Mission Support

COMMONWEALTH OF VIRGINIA

Department of Emergency Management

9711 Farrar Court, Suite 200
North Chesterfield, Virginia 23236
TEL 804.267.7600 TDD 804.674.2417 FAX 804.272.2046

June 3, 2020

Mr. David Smitherman
County Administrator
1 Center Street
Chatham, VA 24531

RE: Pittsylvania County, Installation of four Fire Station Generators
FEMA-DR-4411-VA-015

Dear Mr. Smitherman:

I am pleased to notify you that the Federal Emergency Management Agency (FEMA) has approved the project titled "Pittsylvania County Fire Station Generators." The funds have been obligated through the Hazard Mitigation Grant Program. Attached you will find the grant award package. Please read all documents carefully prior to initiating your project. As funded, the federal share is 75 percent of the total project costs.

Your project cannot begin until the authorized agent has signed the grant award package. No reimbursements will be made until the award package is signed and received by the Virginia Department of Emergency Management. Please sign the attached grant agreement and scan and email it to Amy S. Howard, mitigation grant administrator. Congratulations on the approval of this project. If you have questions regarding this award or the implementation of your project, please contact Amy Howard at (804) 267-7733 or by e-mail at amy.howard@vdem.virginia.gov.

Sincerely,

Curtis C. Brown
Alternate Governor's Authorized Representative

Enclosures

CCB/RSC/dm

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"A Ready Virginia is a Resilient Virginia."*

Attachment: Public Hearing.7.21.20 Attachment (2100 : Public Hearing: FY2020 County Budget Amendments (Staff Contact: Kimberly G. Van

JEFFREY D. STERN, Ph.D.
State Coordinator

CURTIS C. BROWN
Chief Deputy State Coordinator/
Chief Diversity and Inclusion Officer



JOHN NORTON
Deputy State Coordinator – Disaster Services

ANDRES ALVAREZ
Deputy State Coordinator – Mission Support

COMMONWEALTH OF VIRGINIA

Department of Emergency Management

9711 Farrar Court, Suite 200
North Chesterfield, Virginia 23236
TEL 804.267.7600 TDD 804.674.2417 FAX 804.272.2046

Hazard Mitigation Grant Program

Grant Agreement
FEMA-DR-4411-VA-015

This Agreement is made as of this 22nd day of April 2020 by and between the Virginia Department of Emergency Management, hereinafter called "VDEM," and the Pittsylvania County herein after called the "Sub-grantee." The DUNS number for the Pittsylvania County is **074744467**.

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

(1) GENERAL PROVISIONS:

This Agreement is a sub-grant award of federal funds from VDEM to the sub-grantee. VDEM has received a grant from the Department of Homeland Security Federal Emergency Management Agency Hazard Mitigation Grant Program, Catalog of Federal Domestic Assistance Number 97.039. The sub-grantee shall implement the project as set forth in the grant Agreement documents. These documents consist of:

- (1) Executed Grant Agreement;
- (2) Scope of Services, Attachment A;
- (3) Project Budget, Attachment B;
- (4) Milestone Table, Attachment C; and
- (5) Grant Assistance Agreements and VDEM-FEMA General Terms and Conditions and Assurances; Attachment D.

State agencies acting as the sub-grantee shall report all federal funds received as part of this Agreement as federal pass-thru funds on their agency's Schedule of Federal Assistance.

Nothing in this Agreement shall be construed as authority for either party to make commitments, which will bind the other party beyond the Scope of Work contained herein. Furthermore, the sub-grantee shall assign, sublet, or subcontract any work related to this Agreement or any interest it may have herein with full compliance with federal and state procurement regulations. The schedule of service set forth in the Scope of Work and Milestone Table shall be deemed to have been consented to, as required by the preceding sentence, upon the execution of this Agreement by VDEM.

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(2) SCOPE OF SERVICES:

The sub-grantee shall provide the service to VDEM set forth and summarized in the Scope of Work (Attachment A) and Milestone Table (Attachment C). All deliverables shall conform to accepted standards and practices. If there is any change in the original scope of work, a formal request must be made to VDEM for review and approval prior to implementing the change. These attachments are consistent with the original VDEM-FEMA (Federal Emergency Management Agency) grant project application. The sub-grantee shall provide VDEM with quarterly reports and a final report on the progress of work set forth in the Scope of Work. The quarterly reports and final report shall contain the following components: (1) a narrative describing in detail the progress of the sub-grantee in fulfilling the provisions of the Scope of Works; (2) Reimbursement Requests as needed that itemize the expenses incurred by the sub-grantee, including separate columns for the federal, state, and the sub-grantee’s matching contribution to the total cost of services as reflected in the Project Budget-Attachment B; and (3) the schedule of specific project tasks with target completion dates and actual completion dates (Milestone Table – Attachment C). The first quarterly report is due to VDEM at the end of the first complete quarter following the award of the grant.

<u>Reporting Period</u>	<u>Report Due to VDEM</u>
January 1 – March 31	no later than April 15
April 1 – June 30	no later than July 15
July 1 – September 30	no later than October 15
October 1 – December 31	no later than January 15

(3) TIME OF PERFORMANCE:

The services of the sub-grantee shall begin on the date of sub-grantee’s signature of this document and terminate on **12-18-2022**, unless otherwise altered through provisions of this Agreement or extended by written authorization of VDEM. Requests for time of performance extension must be received in writing by VDEM within 75 days of termination date with reasons for requested time of performance extension and a revised Milestone Table – Attachment C. All time limits stated are of essence of this Agreement. All funds must be obligated no later than the project completion date. The final request for reimbursement must be received no later than 60 days after the completion date for the project.

(4) COMPENSATION:

The total project award from VDEM is **\$180,897**, provided through the Hazard Mitigation Grant Program, Disaster 4411, Tropical Storm Michael. FEMA shall provide funds for the project identified in the Scope of Work (Attachment A) totaling **\$129,212**. FEMA shall also provide sub-recipient management cost funds in the amount of **\$8,614**. VDEM shall provide funds for the project identified in the Scope of Work (Attachment A) totaling **\$34,457**. The sub-grantee agrees to provide a match in the amount of **\$8,614**. The sub-grantee is aware of and shall comply with cost-sharing requirements of federal and state mitigation grant assistance; specifically that federal assistance is limited to 75 percent of eligible expenditures, state assistance (as reimbursed through the Virginia Department of Emergency Management) is limited to 20 percent of eligible costs, and the sub-grantee shall provide from the sub-grantee’s funds 5 percent of eligible costs. The non-federal funds must be from a non-federal funding source and can be completely fulfilled by in-kind services as long as financial records document them as such.

VDEM shall release the grant award to the sub-grantee on a cost-reimbursement basis upon receipt and approval of the sub-grantee’s quarterly and final reports and deliverables as required by this Agreement or at other times agreed to by VDEM. Any cost overruns incurred by the sub-grantee during the time of performance shall be the responsibility of the sub-grantee. The sub-grantee shall spend the funds according to the specified categories of the contract budget. The sub-grantee shall use mitigation grant funds solely

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for the purposes for which these funds are provided and as approved by FEMA and VDEM. General policies for determining allowable costs are established in 2 Code of Federal Regulations (CFR), Part 200, subpart E (included in Attachment D) and the appropriate OMB circulars that identify cost principles for different kinds of organizations. Minor shifts of the funds among categories by the sub-grantee, not to exceed 10 percent of any budget line item are permissible, but in no case can the total expenditures exceed the amount provided by this contract. Shifts in funds exceeding 10 percent among budget line items must be approved in writing by VDEM.

(5) ASSISTANCE:

VDEM agrees upon request of the sub-grantee to furnish, or otherwise make available to the sub-grantee, copies of existing non-proprietary materials in the possession of VDEM that are reasonably related to the subject matter of this Agreement and are necessary to the sub-grantee for completion of its performance under this Agreement. VDEM Recovery and Resilience Division staff will provide technical support to the sub-grantee and make periodic site visits to monitor progress.

(6) ACKNOWLEDGEMENTS:

The role of the Virginia Department of Emergency Management (VDEM) and the Federal Emergency Management Agency (FEMA) must be clearly stated in all press releases, news articles, and request for proposals, bid solicitations and other documents describing this project, whether funded in whole or part.

Acknowledgement of financial assistance, with VDEM and FEMA logos, must be printed on all reports, studies, web sites, and other products (including map products) supported, in whole or in part, by this award or any sub-award. The sub-grantee is responsible for contacting VDEM staff in adequate time to obtain the logo in camera-ready or digital form. The final draft must be approved by VDEM staff prior to production. The acknowledgement should read as follows:

This report was funded by the Federal Emergency Management Agency through the Virginia Department of Emergency Management, via Grant Agreement Number FEMA-DR-4411-VA-015 for \$180,897.

(7) CREATION OF INTELLECTUAL PROPERTY:

To the extent that the copyright to any copyrightable material created pursuant to this Agreement is owned by the sub-grantee and/or the sub-grantee is empowered to license its use, VDEM agrees to grant to the sub-grantee, and hereby does grant to the sub-grantee, a license to use the materials so owned for public, not-for-profit purpose within the territory of the Commonwealth and shall execute and deliver such further documents as the Commonwealth may reasonably request for the purpose of acknowledging or implementing such license.

A copyright notice shall be placed in an appropriate location on any copyrightable material being distributed or published. Such notice shall include (1) either the symbol "©", the word "Copyright", or the abbreviation "Copr."; (2) the year of first publication; and (3) the name of the copyright owner (the Commonwealth of Virginia). This information shall be followed by the words, "all rights reserved."

(8) STRUCTURAL MITIGATION REQUIREMENTS:

Specific requirements must be adhered to for structural mitigation projects such as structural relocation, property acquisition and demolition, and structural retrofitting or improvement as detailed in Attachment D. These requirements can include deed restrictions, operation and maintenance plans, and insurance requirements, as dictated by the specific grant and project requirements.

(9) BREACH AND TERMINATION:

In the event of breach by the sub-grantee of this Agreement, VDEM shall provide written notice to the sub-grantee specifying the manner in which the Agreement has been breached. If a notice of breach is given and the sub-grantee has not substantially corrected the breach within 60 days of receipt of the written notice, VDEM shall have the right to terminate the Agreement. The sub-grantee shall be paid for no service rendered or expense incurred after receipt of the notice of termination, except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of its work under the Agreement. Termination of this Agreement can occur as an effect of one of two results: First, as a result of the proper completion and closeout of this project. Second, termination may occur as a result of *Termination for Convenience* or other termination as allowed or required by 2 CFR 200.339 for projects which cannot be completed as described in the FEMA-approved grant project application and the Scope of Services – Attachment, herein. Communication of this decision and information related to the project termination will be provided to the sub-grantee in coordination with FEMA through registered mail.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by the following duly authorized officials:

Sub-grantee:

Pittsylvania County

By:

Date:

Authorized Sub-grantee Signatory

Grantor:

Virginia Department of Emergency Management

By:



Date: June 3, 2020

Deputy State Coordinating Officer

Project Sponsor: Pittsylvania County

Project Title: Pittsylvania County Installation of 4 Fire Station Generators

Project Description from HMGP application:

We have four fire/rescue stations that do not have back generator power. These stations are in remote areas of the county can serve as temporary shelters in the event of disasters. In the past 12 months, we have endured two names tropical storms, one tornado, and one winter storm with heavy snowfall, and one isolated rain event that caused severe flash flooding. Each of these events have had negative impact on our county (the largest geographical county in VA) and its citizens. We would have liked to have means to use these stations as temporary shelters. In each of the events listed, we did shelter people.

Location	Address	Status
Climax Fire Station	4108 Climax Road Chatman, VA	Included
Cool Branch Fire Station	3016 Smith Mountain Road Penhock, VA	Included
Renan Fire Station	405 Straightstone Road Gretna, VA	Included
Cascade Fire Station	5497 Cascade Road Cascade, VA	Included

Attachment B
 FEMA-DR-4411-VA-015
 Project Budget

Project Awarded Budget – Funding Source HMGP:

Federal Project Funds	\$129,212
State Project Funds	\$34,457
Local Project Funds	\$8,614
Sub-recipient Management Costs	\$8,614
Total Project Funds	\$180,897

Project Budget from VDEM-FEMA HMGP application:

ACTIVITY	NUMBER	COST	TOTAL COST
Generator	4	\$27,500	\$110,000
Installation and supplies	4	\$12,770	\$51,083
Shipping of Generators	4	\$1,800	\$7,200
Testing and Technical Support	4	\$1000	\$4,000
TOTAL COSTS			\$172,283

Federal Management Costs	1	\$8,614	\$8,614
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Attachment: Public Hearing.7.21.20 Attachment (2100 : Public Hearing: FY2020 County Budget Amendments (Staff Contact: Kimberly G. Van

Attachment C
 FEMA-DR-4411-VA-015
 Project Milestone Table

ACTIVITY	DAYS TO COMPLETE
Grant Implementation/Kick-Off Meeting	60
Engineering	90
Bid Process and award	120
Ordering and Generator Installation	310
Permitting and Inspections	90
Project Closeout	60
TOTAL DAYS TO COMPLETE THIS PROJECT	730 Days

Attachment: Public Hearing.7.21.20 Attachment (2100 : Public Hearing: FY2020 County Budget Amendments (Staff Contact: Kimberly G. Van

Attachment D
Administrative Requirements and Guidance

Federal Administration and Guidance Documents:

1. 2 CFR Part 200 Cost Principles for State, Local, Indian Tribal Governments
2. CATEX documentation (where required)
3. Structural Mitigation Project Requirements (where required)
4. Current Hazard Mitigation Assistance (HMA) Guidelines
5. FEMA Award Package

Federal Emergency Management Agency (FEMA) Contact:

John Schmierer
FEMA Region III
One Independence Mall, 6th Floor
615 Chestnut Street
Philadelphia, PA 19106-4404

Hazard Mitigation Assistance

Non-Supplanting Certification

I certify that any funds awarded under Hazard Mitigation Assistance grants will be used to supplement existing funds for programs activities, and will not replace (supplant) non-federal funds.

Designated Agent

Name

Signature

Title

Agency



We make energy happen.

May 11, 2020

Pittsylvania County Public Safety
Chris Slemp
PO Box 426
Chatham, VA 24531

One Williams Center
P.O. Box 2400
Tulsa, OK 74102-2400
918-573-2000

Dear Grantee:

As a premier energy infrastructure company that handles clean-burning natural gas used every day to heat homes, cook food and generate electricity, one of our Core Values & Beliefs is to support the communities where its employees work and live. That is why it is with great pleasure we enclose a check in the amount of \$10,000.00 representing Williams' contribution for COVID-19 Responder Support. Note that this grant may consist of two checks.

Please know that any recognition you wish to provide for this grant is greatly appreciated. Feel free to contact us if you need our logo for any recognition purposes. Formal recognition should be given to **Williams**. This grant is restricted and may only be used for the following purpose:

COVID-19 Responder Support

Your organization's deposit negotiation or endorsements of the enclosed grant check(s) will constitute its agreement to the terms and conditions as set forth below. Additionally, this grant is distributed with the following conditions:

- The grant is to be used exclusively for the above-described purpose.
- The funds may not be expended for any political or lobbying activity.
- Your organization is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with Generally Accepted Accounting Principles.

We wish you much success and look forward to hearing how our partnership with your organization is making a positive impact in your community. We would also appreciate any photos or videos related to the grant project that we might use to promote your organization on our social media channels. We invite you to connect with us online at www.williams.com, follow us on Twitter (@Williamsupdates), and like us on Facebook (www.Facebook.com/Williamsenergyco). Please tag us in social media posts related to the project.

If you have any questions, please feel free to contact Community Outreach at (918) 573-1190 or via e-mail at WilliamsCommunityOutreach@Williams.com.

Sincerely,

Sara Delgado
Manager Community Relations & Charitable Giving



**Community
Foundation**
of the
Dan River Region

541 Loyal Street • Danville, Virginia 24541
434.793.0884 • Fax 434.793.6489 • www.cfdr.org

MOVING FORWARD. GIVING BACK.

June 10, 2020

Mr. David M. Smitherman
Pittsylvania County Administrator
P. O. Box 426
Chatham, Virginia 24531

Dear Mr. Smitherman,

I am very pleased to report that The Community Foundation of the Dan River Region approved a grant of \$10,000 for Pittsylvania County from the Coronavirus Relief Fund. This grant's purpose is to purchase reusable masks, hand sanitizer, thermometers, and COVID-19 best practice magnets for safety kits to aid in Pittsylvania County's COVID-19 public awareness campaign. Included in this mailing is a Coronavirus Relief Fund Grant Agreement outlining the Foundation's policies regarding grant awards and reporting guidelines. Please acknowledge your acceptance of the terms and conditions under which this grant is being awarded, by signing the enclosed copy of the Grant Agreement and returning it to us.

Also included is a Coronavirus Relief Fund Final Grant Report Form. We request that your organization submit the Final Grant Report Form, along with the necessary financial reporting, within 30 days after the completion of the project, but no later than June 10, 2021. Please note that any unused funds must be returned to The Community Foundation with your Final Grant Report Form. This grant may not be transferred to another purpose.

The Community Foundation would appreciate your acknowledgment of its support of your organization. We request that you make use of our name and logo in your publications where appropriate. We would appreciate being included on your mailing list. In addition, we request that you send photographs representing this grant or your organization in general (digital photos are preferred).

We encourage you to begin planning now for the 2020 competitive grant cycle, which opened June 1, 2020.

Sincerely,

Katherine W. Milam
Executive Director

2020

CARES ACT - (COVID-19)

Enter Contact Information

Email completed certification as an attachment to:

County or City Name **Pittsylvania County**
 Locality Code 143
 ID (internal use only) 0000050289
 Mailing Address:
 Street 1 1 Center Street
 Street 2
 City Chatham
 Zip Code 24531

fiscal@elections.virginia.gov
 For questions, contact
 Kevin Hill at: 804-864-8950

INSTRUCTIONS:
See Instructions Tab . Fill in the shaded areas .
When finished, SAVE this workbook .
 Email the completed certification to fiscal@elections.virginia.gov Enter the subject like this: Name of Locality - CARES ACT Certification.

Please Provide all signatures (as applicable)

Total Award amount of CARES ACT (COVID-19) Funding

\$ 68,000

Chief Administrative Officer (City Manager, County Administrator or authorized designee)

I certify that the amount awarded is to be used for Elections allowable expenses. Any funding from CARES ACT that is not an eligible expense must be paid back to ELECT with interest. We also agree to maintain all records for a period of 4 years or audited. All funds must be encumbered by November 30, 2020 and paid out by December 31, 2020.

Name **David M. Smitherman**
 Work Title **County Administrator**

Email david.smitherman@pittgov.org
 Phone 434-432-7710

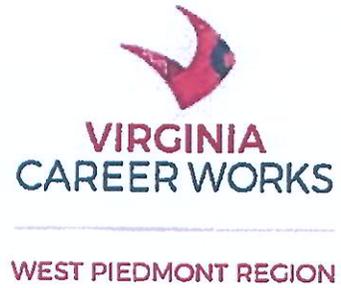
General Register (Primary Contact)

I certify that the amount awarded is to be used for Elections allowable expenses for the 2020 Presidential Elections. We also agree to maintain all records for a period of 4 years or audited. All funds must be encumbered by November 30, 2020 and paid out by December 31, 2020.

Name **Kelly A. Keesee**
 Work Title **General Registrar**

Email kelly.keesee@pittgov.org
 Phone 434-432-1981

Attachment: Public Hearing.7.21.20 Attachment (2100 : Public Hearing: FY2020 County Budget Amendments (Staff Contact: Kimberly G. Van



MEMORANDUM OF UNDERSTANDING

Wagner-Peyser Service Provision

Virginia Employment Commission

and

West Piedmont Workforce Development Board

Version: June 1, 2020

Legal Authority

The U.S. Department of Labor (Department or DOL) has issued a final rule to give States increased flexibility in their administration of Employment Service (ES) activities funded under the Wagner-Peyser Act (the Act). This flexibility includes the grants allocated to the States for the traditional labor exchange and related services, and for the foreign labor certification program, including the placement of employer job orders, inspection of housing for agricultural workers, and the administration of prevailing wage and practice surveys. Reference 20 CFR Parts 651, 652, 6531 and 658 – Docket No. ETA-2019-0004.

Memorandum of Understanding

This MOU is executed between the Virginia Employment Commission and the West Piedmont Workforce Development Board. These entities are collectively referred to as the “Parties” to this MOU.

This MOU is developed to confirm the understanding of the Parties regarding the provision of Wagner-Peyser services by the West Piedmont Workforce Development Board on behalf of the Virginia Employment Commission.

Introduction

The regulatory changes enacted by the Employment and Training Administration (ETA), Department of Labor (DOL) published January 6, 2020 and Training and Employment Notice Number 13-19 dated January 13, 2020, modernize the regulations implementing the Wagner-Peyser Act to align them with the flexibility allowed under the Workforce Innovation and Opportunity Act (WIOA), and to allow States to choose the service delivery model that can best meet their goals for the Employment Services (ES) program. This could include a focus on services for individuals with barriers to employment, improved employment opportunities for Unemployment Insurance (UI) recipients and other job seekers, better services for employers, and improved outreach to individuals in rural areas. The changes also give States the flexibility to staff employment and farm worker outreach services in what each State finds is the most effective and efficient way, using a combination of State employees, local government employees, service providers, and other staffing models in a way that makes the most sense for them. This, in turn, may leave more resources to help employers find employees and to help employees find the work they need. The changes are also consistent with Executive Order (E.O.) 13777, which requires the Department of Labor to identify outdated, inefficient, unnecessary, or overly burdensome regulations that should be repealed, replaced, or modified.

The modifications made in this final rule require conforming amendments to the specific Wagner-Peyser Act references in 20 CFR 678.630, 34 CFR 361.630, and 34 CFR 463.630 of the U.S. Departments of Labor and Education's joint WIOA regulations (Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions Final Rule, 81 FR 55792 (Aug. 19, 2016)). Neither this conforming change nor any of the changes discussed in the published final rule will affect other programs' staffing requirements, such as those for the Vocational Rehabilitation (VR) program, because all changes discussed in this final rule, including these conforming changes, apply only to the ES programs authorized under the Wagner-Peyser Act which includes the Monitor Advocate System activities.

The Wagner-Peyser Act does not mandate specific staffing requirements. Section 3(a) of the Wagner-Peyser Act requires the U.S. Secretary of Labor (Secretary) to assist in coordinating the ES offices by developing and prescribing minimum standards of efficiency. Historically, the Department of Labor has used the authority in this provision to require States to provide labor exchange services with State merit staff, i.e., State staff employed according to the merit system principles in 5 CFR Part 900, Subpart F – Standards for a Merit System of Personnel Administration. However, this is not the only reasonable interpretation of this provision and, in finalizing the rule, the DOL is adopting an interpretation that allows States the flexibility to use staffing arrangements that best suit their needs. This flexibility will allow States to provide Wagner-Peyser Act services through State merit staff, other State staff, subawards to local governments or private entities, a combination of these arrangements, or other allowable staffing solutions under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Consistent with the Uniform Guidance, all of these staffing arrangements, other than using State-employee staff, would be considered subawards and the entities providing services would be considered subrecipients.

This rule is not subject to the requirements of E.O. 13771 because this rule results in no more than de minimis costs

System Structure

The LWDA has three Virginia Career Works Centers, also known as America's Job Centers, that are designed to provide a full range of assistance to job seekers, workers and businesses under one roof. Established under the Workforce Investment Act of 1998 (WIA) and continued by the WIOA, the centers offer a comprehensive array of services designed to match talent with opportunities. These services will continue to include the provisions of the Wagner-Peyser Act. The below Centers will have access to services through the Wagner-Peyser Act through a physical, virtual, or other presence as defined by the West Piedmont Workforce Development Board.

Virginia Career Works – Martinsville Center (Comprehensive)

Myra Moore, One Stop Coordinator
233 W. Commonwealth Blvd.
Martinsville, Virginia 24112
mmoore@rossworks.com (276) 634-3600

Virginia Career Works – Danville Center (Comprehensive)

Myra Moore, One Stop Coordinator
211 Nor Dan Dr. Ste.10S5 Danville, VA 24S41
mmoore@rossworks.com (434) 459-8220

Virginia Career Works – Stuart (Affiliate)

Myra Moore, One Stop Coordinator
108 West Blue Ridge St Stuart, VA 24171
mmoore@rossworks.com (276) 694-6542

Scope of Work

At a minimum, the West Piedmont Workforce Development Board will make the Wagner-Peyser services listed below available, consistent with Virginia and LWDA policies and Virginia's WIOA Combined State Plan.

BASIC CAREER SERVICES
Provide basic career services and individualized career services for job seekers and workers
Conduct outreach regarding local workforce system's services and products
Provide access to labor market information and assist with the interpretation of this information relating to local, regional, and national labor market areas, including job vacancy listings, information on job skills necessary to obtain the jobs, and information relating to local occupations in demand and their earnings, skill requirements, and opportunities for advancement for such occupations
Conduct outreach and assist employers fill their workforce needs with qualified job seekers
Provide customized recruitment and job applicant screening and referral services
Conduct job fairs, use one-stop center facilities for recruiting and interviewing job applicants
Post job vacancies in the state labor exchange system and take and fill job orders
Provide information regarding workforce development initiatives and programs
Develop, convene, or implement industry or sector partnerships
Conduct intake, outreach, and orientation to the information services, programs, tools and resources available through the workforce system
Referral to training services
Information on the availability of supportive services and referral to such as appropriate
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs.
In and out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment).
Access to employment opportunity through job search and job matching functions
Performance information and programs costs for eligible providers of training, education and workforce services.
Information on performance of the local Workforce system.
Information on the availability of supportive services and referral to such, as appropriate.
Information and assistance on how to file for unemployment insurance (internet and phone)
Determination of potential eligibility for workforce Partner services, programs, referrals.
Information and assistance in applying for financial aid for training and education program not provided under WIOA.
INDIVIDUALIZED CAREER SERVICES
Comprehensive and specialized assessments of skill levels and service needs.
Development of individual employability plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals.
Referral to training services.
Group counseling.
Literacy activities related to work readiness.
Individual counseling and career planning
Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance.
Work experience, transitional jobs, registered apprenticeships and internships.

Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training.

Post-employment follow-up services and support (Is not an individualized career service but listed here for completeness).

Roles and Responsibilities of Parties

The Parties to this agreement will work closely together to ensure that all VA Career Works centers are high-performing work-places with staff that will ensure quality of service.

All Parties to this agreement shall comply with:

- ❖ Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- ❖ Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- ❖ Section 504 of the Rehabilitation Act of 1973, as amended,
- ❖ The Americans with Disabilities Act of 1990 (Public Law 101-336),
- ❖ The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- ❖ Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- ❖ The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- ❖ Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- ❖ The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- ❖ All amendments to each, and
- ❖ All requirements imposed by the regulations issued pursuant to these acts.

The previously listed provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

- ❖ Additionally, all Parties shall:
- ❖ Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Scope of Work section above,
- ❖ Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties

relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and

- ❖ Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

Monitoring

In accordance with 20 CFR Part 683, monitoring must still be conducted by the federal grantee, the Virginia Employment Commission, to ensure the employment service program established by the Wagner-Peyser Act is compliant under federal law. The Virginia Employment Commission (VEC) retains this responsibility as the direct recipient of grant funds from the Department of Labor (DOL). The LWDB, as the sub-awardee, will be subject to all monitoring activities, findings, and determinations that the VEC considers necessary to maintain federal compliance, as well as to ensure effective and meaningful service to all participants. Additionally, the State will continue to monitor all policies and procedures to guarantee that universal access is being provided to participants as mandated by 20 CFR 652.207. All monitoring will be conducted in accordance with 20 CFR 683, subparts B (Administrative Rules, Costs, and Limitations) and D (Oversight and Resolution of Findings). In the instance that there is a finding surrounding the sub-awardee's delivery of the employment service program under the Wagner-Peyser Act, the LWDB will be given no more than 60 days to resolve the finding with the State. If the finding is not resolved in a timely or effective manner, the Virginia Employment Commission, reserves the right to terminate the provisions of this MOU, as well as future grant funds.

Data Sharing

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used, and disclosed by partners will be subject to the following:

- ❖ Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
- ❖ The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
- ❖ All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
- ❖ All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.

- ❖ Customer data may be shared with other programs, for those programs' purposes, within the VA Career Works system only after the informed written consent of the individual has been obtained, where required.
- ❖ Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
- ❖ All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

Confidentiality

All parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect the confidentiality policies and legal requirements of all of the other Parties.

Each party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

Accessibility

Accessibility to the Wagner-Peyser services provided by the West Piedmont Workforce Development Board is essential to meeting the requirements and goals of the local service delivery system. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

Physical Accessibility

One-stop centers that have access to Wagner-Peyser services will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

Virtual Accessibility

Wagner-Peyser services may be provided in a virtual manner but must be accessible to the general public in accordance with applicable regulations. This may include accessibility to virtual workshops, one-on-one online appointments with staff, virtual hiring events, and more. The West Piedmont Workforce Development Board will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Parties agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

Programmatic Accessibility

All Parties agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Parties further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues.

All Parties will cooperate with compliance monitoring that is conducted at the local level to ensure that all Wagner-Peyser services and materials are physically and programmatically accessible

and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within the local service delivery system.

Non-Discrimination and Equal Opportunity

All parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Responsibilities of the Parties

All Parties to this MOU recognize the partnership consists of various levels of government, not-for-profit, and for-profit entities. Each Party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Party assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge the Virginia Employment Commission, West Piedmont Workforce Development Board and/or affiliates, and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the LWDB or the one-stop operator. Nothing herein will be construed as a waiver of the sovereign immunity of the Commonwealth of Virginia.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

Drug and Alcohol-free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as

adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA Title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Parties will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, and Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the Commonwealth of Virginia. All Parties shall comply with all applicable Federal and State

laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

Modification Process

1. *Notification of Parties*

When a Party wishes to modify the Wagner-Peyser services outlined in this MOU, the Party must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).

2. *Discussion/Negotiation*

Upon notification, the LWDB Chair (or designee) must ensure that discussions and negotiations related to the proposed Wagner-Peyser service provision modification take place with partners in a timely manner and as appropriate.

Depending upon the type of Wagner-Peyser service provision modification, this can be accomplished through email communications of all the parties. If the proposed modification is extensive and is met with opposition, the LWDB Chair (or designee) may need to call a meeting of the parties to resolve the issue. Upon agreement of all parties, a modification will be processed.

If the modification involves substitution of a party (for example contracting the Wagner-Peyser service provision to another LWDA) that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the LWDB, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the LWDB Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If determined that a partner is unwilling to agree to the MOU modification, the MOU must follow the termination procedures.

3. *Signatures*

The LWDB Chair (or designee) must immediately circulate the MOU modification and secure partner signatures. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the LWDB Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.

Effective Period

This MOU is entered into on June 1, 2020. This MOU will become effective as of the date of signing by the final signatory below and must terminate no later than December 31, 2020, unless any of the reasons in the Termination section apply.

Termination

This MOU will remain in effect until the end date specified in the Effective Period section, unless:

- ❖ All Parties mutually agree to terminate this MOU prior to the end date.
- ❖ Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any Party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the Party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- ❖ WIOA is repealed or superseded by subsequent federal law.
- ❖ Local area designation is changed under WIOA.
- ❖ A Party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Virginia Employment Commission or the LWDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching Party(s) shall have the right to terminate this MOU by giving written notice thereof to the Party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) days¹ after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any Party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above.

All Parties agree that this MOU and Reimbursement Terms and Agreement shall be reviewed by September 30, 2020 to ensure appropriate funding and delivery of Wagner-Peyser services.

REIMBURSEMENT TERMS AND AGREEMENT

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the Wagner-Peyser service provision and associated costs for the West Piedmont Workforce Development Board. The Parties to this MOU agree that Wagner-Peyser funding is a necessary foundation for job service delivery system for both employers and employees. The goal of the Reimbursement Terms and Agreement is to develop the overarching parameters in establishing a funding mechanism that:

All expenses will be reimbursed by the Virginia Employment Commission for each center according to the allocation chart in Attachment A. The allocation methodology in Attachment A utilizes both a baseline strategic cost alignment and a Wagner-Peyser performance data extracted formula derived from the Virginia Workforce Connection. The total value of the sub-award statewide is \$3,800,000. One-third of these funds were allocated equally across each LWDA on a monthly basis. This amount equals \$13,333.33 per center (\$200,000 divided by 15 LWDA's). Two thirds of these funds were based on staff provided Wagner-Peyser services logged into the VWC for the period of April 1, 2019 – March 31, 2020. The percentage of these service provisions were then calculated by percentage for each LWDA and the remaining monthly allotment of \$400,000 (two thirds) was allocated by proportionate percentages.

In order to receive reimbursement of expenditures, the Virginia Employment Commission requires either a monthly or quarterly expense reimbursement invoice and supporting documentation. The invoice and supporting documentation must be based on actual costs incurred for the delivery of Wagner-Peyser services in the LWDA. The West Piedmont Workforce Development Board is expected to be transparent and provide detailed reconciliation data to support the Wagner-Peyser expenditures. An example of adequate supporting documentation may be timecards for all staff providing Wagner-Peyser services containing a particular activity code that represents the provision of Wagner-Peyser services or a general ledger trail balance reflecting similar information. If there are indirect costs related to the Wagner-Peyser service provision, these items must be substantiated as well. Please note that all expenditure reimbursements will be fully reviewed prior to submitting to the Division of Finance for payment. The Virginia Employment Commission will act in good faith and seek to establish reimbursements that are reasonable and fair, consistent with the Wagner-Peyser authorizing laws and regulations and the Uniform Guidance.

Please forward all request for expenditure reimbursements and invoices to the following email addresses: accounts.payable@vec.virginia.gov, pete.sacken@vec.virginia.gov, and john.carpenter@vec.virginia.gov.

Attachment A Wagner-Peyser LWDA Allocation Methodology Chart June 1, 2020 – December 31, 2020

LWDA Number	LWDA Description	WP Service Count	Percent of Total Services	Monthly baseline allotment	June 2020 Partial Allocation	Monthly Allocation	Total Allocation
Area 1	Southwest Virginia	3275	3.02%	13,333.33	6,235.80	12,431.61	160,805.44
Area 2	New River Mt. Region	8228	7.62%	13,333.33	35,241.59	70,483.15	538,140.48
Area 3	Virginia Career Works Blue Ridge	7287	7.04%	13,333.33	14,088.51	28,177.02	263,501.63
Area 4	Shenandoah Valley	7055	6.65%	13,333.33	13,719.24	27,438.47	258,350.06
Area 5	Piedmont Workforce Network	6562	6.15%	13,333.33	3,074.93	6,093.87	18,253.13
Area 6	Region 2000 Central Virginia	2728	2.54%	13,333.33	5,274.25	10,548.50	146,583.24
Area 7	South Central	1877	1.74%	13,333.33	3,242.27	6,484.54	122,145.53
Area 8	Capital Region Workforce Partnership	3375	3.16%	13,333.33	6,525.14	13,050.29	164,805.87
Area 11	Northern Virginia	1902	1.78%	13,333.33	2,903.93	5,807.86	117,751.10
Area 12	Alexandria Arlington	1160	1.09%	13,333.33	2,242.72	4,485.43	103,855.31
Area 13	Bay Consortium	7308	7.06%	13,333.33	14,325.11	28,258.22	263,678.44
Area 14	Greater Peninsula	8133	7.86%	13,333.33	15,724.15	31,448.29	284,412.90
Area 15	Crafter Area	10228	9.98%	13,333.33	19,567.91	39,535.81	339,582.78
Area 16	Hampton Roads	14378	14.08%	13,333.33	28,194.75	56,389.51	446,401.75
Area 17	West Piedmont	10269	10.76%	13,333.33	29,520.72	59,041.43	463,783.31
	TOTAL	103446	100.00%	200,000.00	200,000.00	400,000.00	3,600,000.00

Period of performance: 4/1/2019-3/31/2020
 The number of staff supported services recorded in the VCW less "employer viewed resume" category because that is not a staff supported service
 Staff provided services (WP service count) by individual area divided by total services rendered for the period of performance
 Monthly baseline allotment allocates 1/3 of budget equally to each WIG while 2/3 of the budget is based on VCW performance data
 Percent of total services rendered multiplied by a monthly total of \$200,000 in Title III funds for the period of June 2020
 Percent of total services rendered multiplied by a monthly total of \$600,000 in Title III funds for July 1, 2020 - December 31, 2020
 The total maximum amount of the subaward that each Area will have the opportunity for expenditure reimbursement for the period of June 2020 - December 31, 2020

Target: \$629,000/mth - 6 months
 Allocation: \$600,000/mth - 6 months
 Total including June '20 partial month
 Budget variance:

3,774,000.00
 3,600,000.00
 174,000.00

Prepared by: John Carpenter 05222020 9:04a m

Wagner-Peyser LWDA Allocation Methodology Chart - June 1, 2020 - December 31, 2020

LWDA Number	LWDA Description	WP Service Count (1)	Percent of Total Services (2)	Monthly baseline allotment (3)	June 2020 Partial Allocation (4)	Monthly Allocation (5)	Total Allocation (6)
Area 1	Southwest Virginia	3215	3.11%	\$ 13,333.33	\$ 6,215.80	\$ 12,431.61	\$ 160,805.44
Area 2	New River Mt. Rogers	18228	17.62%	\$ 13,333.33	\$ 35,241.58	\$ 70,483.15	\$ 538,140.48
Area 3	Virginia Career Works Blue Ridge	7287	7.04%	\$ 13,333.33	\$ 14,088.51	\$ 28,177.02	\$ 263,150.63
Area 4	Shenandoah Valley	7096	6.86%	\$ 13,333.33	\$ 13,719.24	\$ 27,438.47	\$ 258,350.06
Area 6	Piedmont Workforce Network	1562	1.51%	\$ 13,333.33	\$ 3,019.93	\$ 6,039.87	\$ 119,259.13
Area 7	Region 2000 Central Virginia	2728	2.64%	\$ 13,333.33	\$ 5,274.25	\$ 10,548.50	\$ 148,565.24
Area 8	South Central	1677	1.62%	\$ 13,333.33	\$ 3,242.27	\$ 6,484.54	\$ 122,149.53
Area 9	Capital Region Workforce Partnership	3375	3.26%	\$ 13,333.33	\$ 6,525.14	\$ 13,050.29	\$ 164,826.87
Area 11	Northern Virginia	1502	1.45%	\$ 13,333.33	\$ 2,903.93	\$ 5,807.86	\$ 117,751.10
Area 12	Alexandria Arlington	1160	1.12%	\$ 13,333.33	\$ 2,242.72	\$ 4,485.43	\$ 109,155.31
Area 13	Bay Consortium	7308	7.06%	\$ 13,333.33	\$ 14,129.11	\$ 28,258.22	\$ 263,678.44
Area 14	Greater Peninsula	8133	7.86%	\$ 13,333.33	\$ 15,724.15	\$ 31,448.29	\$ 284,413.90
Area 15	Crater Area	10328	9.98%	\$ 13,333.33	\$ 19,967.91	\$ 39,935.81	\$ 339,582.78
Area 16	Hampton Roads	14578	14.09%	\$ 13,333.33	\$ 28,184.75	\$ 56,369.51	\$ 446,401.79
Area 17	West Piedmont	15269	14.76%	\$ 13,333.33	\$ 29,520.72	\$ 59,041.43	\$ 463,769.31
	TOTAL:	103446	100.00%	\$ 200,000.00	\$ 200,000.00	\$ 400,000.00	\$ 3,800,000.00

- (1) Period of performance: 4/1/2019-3/31/2020
 The number of staff supported services recorded in the VCW less "employer viewed resume" category because that is not a staff supported service
 Target: \$629,000/mth - 6 months \$ 3,774,000.00
 Allocation: \$600,000/mth - 6 months \$ 3,600,000.00
 Total including June '20 partial month \$ 3,800,000.00
 Budget variance: \$ (26,000.00)
- (2) Staff provided services (WP service count) by individual Area divided by total services rendered for the period of performance
- (3) Monthly baseline allotment allocates 1/3 of budget equally to each WIB while 2/3 if the budget is based on VCW performance data
- (4) Percent of total services rendered multiplied by a monthly total of \$200,000 in Title III funds for the partial month of June 2020
- (5) Percent of total services rendered multiplied by a monthly total of \$600,000 in Title III funds for July 1, 2020 - December 31, 2020
- (6) The total maximum amount of the subaward that each Area will have the opportunity for expenditure reimbursement for the period of June 2020 - December 31, 2020

Prepared by: John Carpenter 05222020 9:04a.m.

Attachment: Public Hearing.7.21.20 Attachment (2100 : Public Hearing: FY2020 County Budget

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, Tyler Freeland, certify that I have read the information contained in this Memorandum of Understanding between the Virginia Employment Commission and the West Piedmont Workforce Development Board. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and in agreement with:

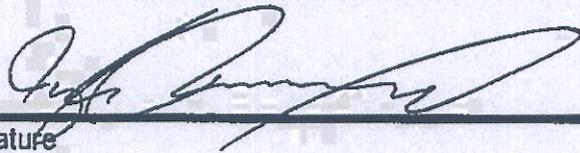
- ❖ This MOU and Reimbursement Terms and Agreement beginning June 1, 2020 through December 31, 2020.

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

- ❖ This MOU and Reimbursement Terms and Agreement beginning June 1, 2020 through December 31, 2020.

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) December 31, 2020 or
- b) Upon modified termination, whichever occurs earlier.


Signature

6/8/20
Date

Tyler Freeland CEO
Print Name and Title

West Piedmont Workforce Development Board
Agency Name

Authority and Signature

One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I, Ellen Marie Hess, certify that I have read the information contained in this Memorandum of Understanding between the Virginia Employment Commission and the West Piedmont Workforce Development Board. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and in agreement with:

- ❖ This MOU and Reimbursement Terms and Agreement beginning June 1, 2020 through December 31, 2020.

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

- ❖ This MOU and Reimbursement Terms and Agreement beginning June 1, 2020 through December 31, 2020.

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- c) December 31, 2020 or
- d) Upon modified termination, whichever occurs earlier.

Ellen Marie Hess
Signature

06/10/2020
Date

Ellen Marie Hess, Commissioner
Print Name and Title

Virginia Employment Commission
Agency Name

VEC Wagner-Peyser Grant

July 1, 2020-Dec 31, 2020

<u>Description</u>	<u>Budget</u>
Salaries-Grant Administrator Tyler 15%	5,625.00
Salaries-Finance Director Lavinia 15%	4,151.00
Salaries-Outreach Specialist Jael 15%	2,400.00
Salaries-Project Director Robbin 15%	4,275.00
Salaries-Business Services-Robbie 45%	12,712.50
Salaries-Grant Manager	22,500.00
Salaries-Program Director 1 Kim 50%	12,500.00
Salaries Program Director 2 Natalie 15%	4,612.50
Salaries-Case Mgr 1	16,250.00
Salaries-Case Mgr 2	16,250.00
Salaries-Case Mgr 3	16,250.00
Salaries-Case Mgr 4	16,250.00
Salaries-Case Mgr 5	16,250.00
Salaries-Case Mgr 6	16,250.00
Salaries-Case Mgr 7	16,250.00
Salaries-Case Mgr 8	16,250.00
Salaries-Case Mgr 9	16,250.00
Total Salaries	215,026.00
Benefits 35%-Grant Administrator Tyler	1,968.75
Benefits 35%-Finance Director Lavinia	1,452.75
Benefits 35%-Outreach Specialist Jael	840.00
Benefits 35%-Project Director Robbin	1,496.25
Benefits 35%-Business Services-Robbie	4,449.38
Benefit 35%-Grant Manager	7,875.00
Benefits 35%-Program Director 1 Kim	4,375.00
Benefits 35%-Program Director 2 Natalie	1,614.38
Benefits 35% -Case Mgr 1	5,687.50
Benefits 35% -Case Mgr 2	5,687.50
Benefits 35% -Case Mgr 3	5,687.50
Benefits 35% -Case Mgr 4	5,687.50
Benefits 35% -Case Mgr 5	5,687.50
Benefits 35% -Case Mgr 6	5,687.50
Benefits 35% -Case Mgr 7	5,687.50
Benefits 35% -Case Mgr 8	5,687.50
Benefits 35% -Case Mgr 9	5,687.50
Total Fringes	75,259.00
Computers (10 Laptops)-WIB	7,000.00
Postage-Ross	100.00
Office Supplies-WIB	3,000.00
Office Equipment-WIB	10,000.00
Phone (10 Cell Phones \$45/mo)-WIB	2,700.00
Phone (2 Cell Phones \$62/mo)-Ross	800.00
Staff Travel-Ross	3,000.00
Staff Travel-WIB	1,500.00
Occupancy 10 Spaces- Mart Center	27,500.00
Outreach-Ross	500.00
Subawards-Adm Fees 15% of Sal/Fringe	37,637.16
	-
Other	79,747.15
	-
Total Request	<u>463,769.31</u>
7/15/20-12/31/20	463,769.31

Attachment: Public Hearing.7.21.20 Attachment (2100 : Public Hearing: FY2020 County Budget Amendments (Staff Contact: Kimberly G. Van

STAR-TRIBUNE

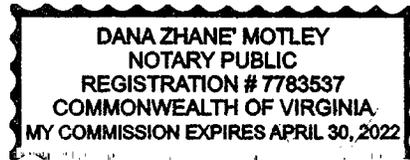
Serving Pittsylvania County Since 1869

Certificate of Publication

I hereby certify that the attached order of publication has been published once a week for 1 successive weeks in the Star-Tribune, a newspaper published at the Chatham office in Pittsylvania County, Virginia, beginning on July 8, 2020

Chad Harrison, Publisher

[Signature], Editor, acting agent for the publisher
July 15, 2020



STATE OF VIRGINIA, AT LARGE

County of Pittsylvania, To-wit:

The foregoing instrument was acknowledged before me this 15 day of July 2020 by Chad Harrison
My commission expires April 30, 2022

[Signature]
Notary Public

28 N. Main Street
P.O. Box 111
Chatham, VA 24531

Tel.: (434) 432-279
Fax: (434) 432-403
legals@chathamstartribune.com

Attachment: 07-21-2020 Budget Amendments (2100 : Public Hearing: FY2020 County Budget Amendments (Staff Contact: Kimberly G. Van Der

PUBLIC HEARING NOTICE

10.B.1.b

Pursuant to §15.2-2507, Code of Virginia, 1950, as amended, the Pittsylvania County Board of Supervisors will hold a public hearing on Tuesday, July 21, 2020, at 7:00 p.m., in the Gallery Room of the Chatham Community Center, 115 South Main Street, Chatham, Virginia, 24531, to receive citizen input on the proposed FY2021 Budget Amendments. By appointment, related documents are available in the Pittsylvania County Administration Building, 1 Center Street, Chatham, Virginia, 24531, and on the County's website, www.pittsylvaniacountyva.gov.

Proposed Budget Amendments 2020-2021

REVENUES

Current Budgeted Revenues	\$186,116,529.00
Unassigned Fund Balance (Includes Carryovers)	355,287.94
General Fund Revenues	416,652.00
Grants Funds	756,971.31
School Carryover	3,784,653.76
School Additional Revenue	847,644.00
Water and Sewer Revenue	2,925,500.00
Landfill Revenue	1,282,527.92
Proposed Amended Revenues	\$ 196,485,765.93

EXPENDITURES

Current Budgeted Expenditures	\$ 186,116,529.00
County Operating Budget	771,939.94
Grants Fund Expenditures	756,971.31
School Operating Fund	4,632,297.76
Pittsylvania County Service Authority Expenditures	2,925,500.00
Landfill Expenditures	1,282,527.92
Proposed Amended Expenditures	\$ 196,485,765.93

Attachment: 07-21-2020 Budget Amendments (2100 : Public Hearing: FY2020 County Budget Amendments (Staff Contact: Kimberly G. Van Der



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Public Hearing: County/DHCD COVID-19 Small Business Recovery Assistance Grant Program Application (Staff Contact: Matthew D. Rowe)		
Staff Contact(s):	Matthew D. Rowe		
Agenda Date:	July 21, 2020	Item Number:	10.B.2
Attachment(s):	07-21-2020 Public Hearing Notice - County-DHCD COVID-19 Small Business Recovery Assistance Grant Program Application 07-21-2020 County-DHCD Covid Small Business Recovery Assistance Grant Program Application CDBG Citizen Participation Requirements - Public Hearings Letter of Interest - Pittsylvania County - COVID-19 Small Business Recovery Assistance Grant CDBG		
Reviewed By:	VH		

SUMMARY:

County Staff is seeking approval of a Grant request of \$330,000 to Virginia Department of Housing and Community Development (“DHCD”) to provide Grants with a maximum of \$15,000 for Small Businesses showing PPE needs and related supplies or rental assistance to rapidly and safely reopen or remain open due to the COVID-19 Pandemic. Grants can be up to \$10,000 in rental assistance and \$5,000 for retooling. Two (2) Public Hearings and a Resolution are required by DHCD to gather community input prior to submitting the Grant Application.

FINANCIAL IMPACT AND FUNDING SOURCE:

None (no local match).

RECOMMENDATION:

Following the conducting of the first legally required Public Hearing, County Staff recommends the Board authorize a second related Public Hearing at its August Business Meeting.

MOTION:

“I make a Motion to authorize County Staff to advertise for and conduct second Public Hearing for the County/DHCD CDBG COVID-19 Small Business Recovery Assistance Grant application at its August Business Meeting.”

PUBLIC HEARING NOTICE

The Pittsylvania County Board of Supervisors will hold a Public Hearing on Tuesday, July 21, 2020, at 7:00 p.m., in the Gallery Room of the Chatham Community Center, 115 South Main Street, Chatham, Virginia 24531, to receive citizen input on the potential County/DHCD COVID-19 Small Business Recovery Assistance Grant Program Application. The full text of the potential Application and related documents are available in the Pittsylvania County Administration Building, 1 Center Street, Chatham, Virginia, 24531, Monday through Friday, 8:00 a.m. to 5:00 p.m., and on the County's website, www.pittsylvaniacountyva.gov.

STAR-TRIBUNE

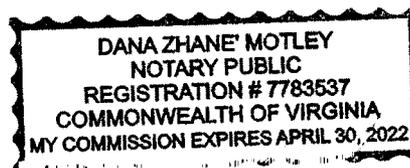
Serving Pittsylvania County Since 1869

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Chad Harrison, Publisher

[Signature], Editor, acting agent for the publisher
July 15, 2020



STATE OF VIRGINIA, AT LARGE

County of Pittsylvania, To-wit:

The foregoing instrument was acknowledged before me this 15 day of July, 2020 by Chad Harrison
My commission expires April 30, 2022.

[Signature]
Notary Public

28 N. Main Street
P.O. Box 111
Chatham, VA 24531

Tel.: (434) 432-2791
Fax: (434) 432-4031
legals@chathamstartribune.com

PUBLIC HEARING NOTICE

The Pittsylvania County Board of Supervisors will hold a Public Hearing on Tuesday, July 21, 2020, at 7:00 p.m., in the Gallery Room of the Chatham Community Center, 115 South Main Street, Chatham, Virginia 24531, to receive citizen input on the potential County/DHCD COVID-19 Small Business Recovery Assistance Grant Program Application. The full text of the potential Application and related documents are available in the Pittsylvania County Administration Building, 1 Center Street, Chatham, Virginia, 24531, Monday through Friday, 8:00 a.m. to 5:00 p.m., and on the County's website, www.pittsylvaniacountyva.gov.

10.B.2.b

Attachment: 07-21-2020 County-DHCD Covid Small Business Recovery Assistance Grant Program Application (2085 : Public Hearing:

CDBG CITIZEN PARTICIPATION

For All Potential Local Government Applicants:

It is important that community development projects carried out wholly or in part with Virginia Community Development Block Grant (CDBG) funds involve extensive citizen participation during the proposal development process. Local citizen participation should be encouraged throughout the process of developing a Community Improvement Grant (CIG) proposal. In particular, participation by low- and moderate-income (LMI) residents of the project service area or a slum and blight area should be encouraged. Participation is encouraged prior to submitting a Planning Grant proposal, but there are no firm requirements.

The following steps, however, are required for each local government wishing to submit a Community Improvement Grant proposals, including both competitive round projects and projects being submitted under the open submission funds.

Public Hearing Requirement

At a minimum, at least **two public hearings** must be held during the CIG proposal development period.

- The two hearings must, at a minimum, be held **one week apart**.
- Advertisements for the two public hearing must be published separately. Applicants may not only publish one advertisement that includes information on both public hearings.
- Both public hearings must be held **within twelve months** of the application deadline (defined by DHCD in 2019 as after March 31, 2018). In the case of the same proposal being resubmitted from the prior competitive year, DHCD may waive the public hearing requirement on community development needs (first public hearing).
- Files must be maintained containing documentary evidence that the hearings were held, to include at a minimum a list of attendees, minutes of the hearings, and notices (2 types) of the public hearings.
- For **regional proposals**, each participating locality must hold two public hearings as described above.
- Applicants must provide timely written answers to written comments and grievances, within 15 working days where practicable.

Each hearing must be held after adequate notice as described below:

Notice of Public Hearings

Advertisement must be made in a non-legal, locally-circulated newspaper with the largest general circulation at least seven days prior to each hearing. The public hearing notices must provide the address, phone number, TDD, and times for submitting comments and grievances to the applicant locality. If publishing in a weekly paper, be sure the ads are published in such a manner as to comply with the requirements outlined here.

At least one other type of announcement must be done for each public hearing (examples below), at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped.

- Advertisement through locally-received radio and/or television stations;
- Distribution of flyers in LMI areas and in the proposed service area(s);
- Announcements at local community organization meetings; or,
- Announcements through local churches and community centers located in LMI and proposed project areas.

First Public Hearing

The first hearing must be held early in the CIG proposal development process to identify the applicant's community development and housing needs, the range of eligible project types funded through the CDBG program and the amount of money available to the applicant, as well as the applicant's past performance (if applicable) in the CDBG program during the previous five years. At a minimum citizens should be furnished with information concerning the amount of funds available (including program income) for proposed activities and the range of activities that may be undertaken, including the estimated amount to be used for activities that will benefit low- and moderate-income persons, the proposed CDBG activities likely to result in displacement, and plans for minimizing displacement of persons as a result of the CDBG project, and plans to assist persons actually displaced by the project.

Between the two hearings applicants must make available to the public a fact sheet or proposal summary that identifies the proposed activities and objectives for the project and identifies who will be affected by these activities. Citizens must have an opportunity to comment on this document.

Second Public Hearing

A second hearing must be held for public review of and comment on the final draft of the CIG proposal. A final draft or detailed fact sheet presenting the key activities and eligible benefits of the project must be available at the second public hearing, if not before.

Additional Citizen Participation Requirements

Local citizens should be provided with reasonable and timely access to local meetings, information, and records relating to the applicant locality's proposed and actual use of CDBG funds. Meetings should be conducted according to the standards established for the public hearings cited below (#4). CDBG-related information and records must be made available to interested citizens with the availability of such items announced at least in the same manner as the public hearing advertisements.

Technical assistance must be provided to groups representative of persons of low- and moderate-income that request such assistance in developing proposals for use of CDBG funds. The level and type of assistance is determined by the applicant locality but must include at least consultation and written communication between a local contact person responsible for the

CDBG proposal's development and interested groups. The name, address, and telephone number of the contact person(s) must be made available upon request and announced at all public meetings held on the CDBG proposal.

Where 5 percent or more of public hearing participants can be reasonably expected to be non-English speaking residents, applicants must take measures to accommodate their needs. Census data on the proposed project area and on the locality as a whole should be consulted to determine if this provision applies in a particular instance. Meeting this provision requires, at a minimum, having printed material available in the non-English language(s) and retaining the services of an interpreter(s) for all CDBG-related meetings and public hearings.

An applicant with a current CIG project to which activities are to be added, deleted, or substantially changed (that is, substantial changes made in terms of purpose, scope, location, or beneficiaries) must provide local citizens through a public hearing with an opportunity for comment on such changes, after the locality has informed citizens of the changes at least seven days prior to the hearing.

Applicants must keep documentation of how they met the above requirement in their CDBG files for verification. This documentation should include:

- Documentation of the Public Hearing advertisements,
- Documentation of the second method used to notify citizens of the public hearings,
- List of attendees,
- Minutes from the first hearing showing:
 - Available funds,
 - Available activities,
 - Past use of CDBG funds,
- Minutes from the second hearing showing:
 - Description of proposed activities,
 - Plans to minimize displacement and assist displaced persons (if applicable), and
 - Any requested special accommodations.

None of the foregoing may be construed to restrict the responsibility or authority of the local government applicant in the development and execution of its Community Improvement Grant project.

Public Hearing Advertisements

These advertisements should be made in accordance with the Plan above.

Model Advertisement – First Public Hearing

(Locality) will hold a public hearing on (date) at (time) at (location) to solicit public input on local community development and housing needs in relation to Community Development Block Grant (CDBG) funding for a project in our community.

Information on the amount of funding available, the requirements on benefit to low- and moderate-income persons, eligible activities, and plans to minimize displacement and provide displacement assistance as necessary will be available. Citizens will also be given the opportunity to comment on (locality's) past use of CDBG funds. All interested citizens are urged to attend. For additional information, contact (local contact name and information).

Comments and grievances can be submitted in writing to (locality) at (address) or by phone at (phone number and TDD) until (cut-off date).

If you plan to attend and have any special needs requirements, please call the number listed above.

Model Advertisement – Second Public Hearing

(Locality) will hold a public hearing on (date) at (time) at (location) to solicit public input on the proposed Community Development Block Grant (CDBG) proposal to be submitted to the Virginia Department of Housing and Community Development for (project name). Residents of the project area are encouraged to attend. The (project name) proposal will include the following activities (list activities).

The draft CDBG proposal will be presented for comment along with information on projected beneficiaries, including the number of low- and moderate-income residents to benefit from the proposed project, and plans to minimize displacement. Citizens will also be given the opportunity to comment on (locality's) past use of CDBG funds. A fact sheet on the proposed project and the draft proposal is available at (location). For additional information, contact (local contact name and information).

Comments and grievances can be submitted in writing to (locality) at (address) or by phone at (phone number and TDD) until (cut-off date).

If you plan to attend and have any special needs requirements, please call the number listed above.

CITIZEN PARTICIPATION ASSURANCES AND CERTIFICATION

The applicant assures and certifies that it has provided its citizens adequate opportunities to participate in the development of this proposal by:

- Holding at least two public hearings in the locality prior to the submission of the proposal, the first one for the purpose of obtaining the views of citizens on community development and housing needs and the second (held at least 7 days after the first) for the purpose of informing the public on the proposed CDBG project. Participation by low- and moderate-income residents and stakeholders in the project or service area and the community at large was encouraged. The hearings were held at times and locations convenient to potential beneficiaries and with accommodation for the disabled. Public input into the development of this proposal was obtained at hearings held on:

_____ AND _____;
 (date) (date)

- Publishing a notice to advertise the public hearings and availability of proposal information at least 7 days prior to the dates of the hearings in the non-legal section of a NEWSPAPER of local general circulation and AT LEAST ONE OTHER TYPE OF ANNOUNCEMENT. The advertisements ran on:

_____ AND _____;
 (date) (date)

Advertisements for the two public hearing must be published separately. Applicants may not only publish one advertisement that includes information on both public hearings.

- Maintaining files which contain documentary evidence that the hearings were held. These files must contain proof of publication of the hearing notices, written and/or recorded minutes of the hearings, and lists of citizens attending the hearings;
- Making CDBG program and proposal documentation available to the public for comment during regular office hours. This documentation should include the range of proposed activities, the estimated amounts of funding which will benefit low- and moderate-income persons, the plans to minimize displacement and provide displacement assistance where applicable, and a summary of the proposed application. This documentation should also include public information on any other CDBG project undertaken within the last 5 years;
- Providing technical assistance to groups representative of persons of low- and moderate-income that request such assistance in developing proposals for the use of CDBG funds, with the level and type of assistance determined by the locality;

- Providing timely written responses to written complaints and grievances, within 15 working days where practicable;
- Accommodating the needs of non-English speaking residents at public hearings where more than 5% of the attendees can be reasonably expected not to speak English; and,
- Adhering to the CDBG Citizen Participation Plan per the 2019 CDBG Program Design.

Chief Administrative Official

Name	Title
Signature	Date

Attach original copies of all newspaper Public Hearing notices. Original notice copies should be clipped from the appropriate newspapers and attached with clear tape to 8 ½-inch x 11-inch white paper with the date of publication clearly visible. Photocopies should be made for other proposal copies

In Regional proposals, each participating locality must conduct two public hearings and the proposal must contain, from each participating locality, a signed copy of this page and copies of all newspaper advertisements. Again, originals in original copy and photocopies in other copies.

Mr. Matt Weaver
Associate Director of Community Development Policy
VA Department of Housing & Community Development
600 E Main St; Suite 200
Richmond, VA 23219
By email: matthew.weaver@dhcd.virginia.gov

June 18, 2020

RE: Letter of Interest from Pittsylvania County - COVID-19 Small Business Recovery Assistance Grant CDBG Program

Dear Mr. Weaver:

Businesses in Pittsylvania County have been hit hard by the COVID-19 Pandemic, in particular, restaurants, retail, nonprofits, accommodations, arts, recreation, personal care and health practitioners, and there are few funding options to help them move forward to safely to open and stay open as Virginia arrives at Phases 2 and 3. Several business owners are concerned about retooling and rent. An action in which the County could partner with DHCD to assist them is to offer up to \$15,000 to qualified businesses meeting specified criteria, the use of the grant for up to \$5,000 retooling/technology activities and up to \$10,000 in rent relief. Pittsylvania County's unemployment was 3% and is now 12.7%. The County proposes to partner with the towns of Hurt, Gretna, and Chatham, as well as the Danville Regional Foundation (DRF) and the Danville Pittsylvania Chamber of Commerce for promotion of the program. There is already a partnership with DRF and the Chamber to provide printed business/customer-friendly COVID-19 Marketing Materials. Pittsylvania County is part of an established regional COVID-19 Task Force, and this would build upon the work already being done.

Pittsylvania County estimates that 30 businesses qualifying for up to \$10,000 could be served and proposes to apply for \$300,000 grant.

In consideration of local reopening procedures and priorities, the County proposes to work quickly to process applications while offering technical support through existing webinars and other partners, such as the Health Department, to ensure safety and expediency.

Partners needed to administer this business support program include the Chamber, Danville Regional Foundation, town leaders and business mentors.

Should you have any questions, please call me directly at (434) 713-8929.

Sincerely,



Matthew Rowe, Director
Pittsylvania County Office of Economic Development



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Appointment: Planning Commission (Callands-Gretna District); (Contact: Supervisor Farmer)		
Staff Contact(s):	Supervisor Farmer		
Agenda Date:	July 21, 2020	Item Number:	13.a
Attachment(s):	Janet Mease Board Interest Form		
Reviewed By:			

SUMMARY:

Janet Mease is currently the Callands-Gretna District Representative on the County's Planning Commission. Her term is set to expire July 31, 2020. She is willing and able to serve for another four (4) year term and has submitted her Interest Form.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends the Board re-appoint Mrs. Mease to the County's Planning Commission for another four (4) year term, beginning August 1, 2020.

MOTION:

"I make a Motion to re-appoint Mrs. Mease to the County's Planning Commission for another four (4) year term, beginning August 1, 2020."

Committee, Board, and Commission Interest Form

Name: Javier M. Mease Date: 7-10-2020 Address: 11495 West Pretva Rd., Sandy Level, Va. 24181 Phone: (C) 540-525-6344 (H) 434-927-5245 Voting District: Calounds-Pretva

Committee, Board, or Commission of Interest: Pittsylvania Co. Planning Commission Education Background: High School Graduate

Occupation: Presently Retired - Previously work with Pitts. Co Health Dept (State Health Dept)

Why do you want to serve on this Board? I am deeply honored to be considered another four (4) yrs. for this important appointed position. I am humbled in Supervisor, Ben Farmer, has confidence in me to continue this role to serve and make decisions in the BEST interest of Pitts. Co. & its citizens. It is very rewarding to know you have a part in supporting the Pitts. Co. Zoning Ordinance & to make good sound recommendations to the Board of Supervisors & Board of Zoning Appeals. I have deep satisfaction that my past 12 yrs. of service has always been in the best interest to the citizens of Pitts. Co. It is a pleasure to learn & interact with my fellow Commission members & staff in Pitts. Co. Public service for 44 yrs. A people person I have met many citizens in Pitts. Co. know from my contacts. Care for people & willing to share my knowledge & served on Board for 12 yrs. - appointed by three (3) different Super

Special Skills/Interests/Qualifications that would be of benefit to appointment: Born & raised in Pitts. Co. Public service for 44 yrs. A people person I have met many citizens in Pitts. Co. know from my contacts. Care for people & willing to share my knowledge & served on Board for 12 yrs. - appointed by three (3) different Super

*Please feel free to attach a cover letter or resume, although it is not required.

DISCLAIMER: The Pittsylvania County Board of Supervisors reserves the absolute legal right to appoint an individual to any Committee, Board, or Commission. Moreover, completion and submission of the Citizen Committee Interest Form does not guarantee an appointment to a committee by the Pittsylvania County Board of Supervisors.

Attachment: Janet Mease Board Interest Form (2091 : Appointment: Planning Commission (Contact: Supervisor Farmer))