

GREENSVILLE COUNTY WATER AND SEWER AUTHORITY

A G E N D A

MONDAY, JULY 18, 2016

**REGULAR SESSION AT THE CONCLUSION OF THE BOARD OF SUPERVISORS
MEETING**

- I. CALL TO ORDER
- II. CLOSED SESSION
 - A. Personnel Matters
- III. RETURN TO REGULAR SESSION
- IV. CERTIFICATION OF CLOSED MEETING
- V. APPROVAL OF AGENDA
- VI. APPROVAL OF CONSENT AGENDA
 - A. Minutes – See Attachment – D.
 - B. Budgetary Matters – See Attachment – E.
 - C. Warrants – See Attachment – F.
 - D. Resolution #WS-16-51- Regarding Personnel Matters from Closed Session
- VII. PUBLIC HEARING – None
- VIII. ITEMS WITH APPOINTMENTS - None
- IX. OLD BUSINESS - None
- X. NEW BUSINESS
 - A. Dominion Utility Projects – See Attachment – G., H., I. and J.
- XI. ADJOURNMENT

At the Regular Meeting of the Greenville County Water and Sewer Authority, held on Tuesday, July 5, 2016, with Regular Session beginning at the conclusion of the Board of Supervisors meeting, in the Board Room of the Greenville County Government Building, 1781 Greenville County Circle, Emporia, Virginia

Present: Michael W. Ferguson, Chairman
Dr. Margaret T. Lee, Vice-Chairman
Peggy R. Wiley
Raymond L. Bryant, Jr.

Chairman Ferguson called the meeting to order.

In Re: Approval of Agenda

Mr. Whittington stated that Staff recommended approval of the Agenda with one added item – Item D, New Business: Revised Engineering Contract with B&B Consultants.

Dr. Lee moved, seconded by Mr. Bryant, to approve the Agenda as amended. Voting aye: Mr. Bryant, Dr. Lee, Mrs. Wiley and Chairman Ferguson.

In Re: Approval of the Consent Agenda

Mr. Whittington stated that Staff recommended approval of the Consent Agenda.

Mr. Bryant moved, seconded by Dr. Lee, to approve the Consent Agenda consisting of the following items. Voting aye: Mr. Bryant, Dr. Lee, Mrs. Wiley and Chairman Ferguson.

Minutes from the meeting of June 20, 2016

Budgetary Matters consisting of the following: Fund #001 – Journal Voucher #8, in the amount of \$13,980.00, Journal Voucher #16, in the amount of \$831.00 and Journal Voucher #17, in the amount of \$469.89, all of which are incorporated herein by reference.

Warrants:

Approval of Total Accounts Payable for July 5, 2016, in the amount of \$112,241.10

Approval of Accounts Payables for the General Fund, in the amount of \$109,940.00

Approval of Accounts Payables for Special Projects, in the amount of \$2,301.10

Approval of Payroll for June 30, 2016, in the amount of \$98,109.95

In Re: Three Creek SCADA Project

Mr. Glen Gibson addressed the Authority stating that the Authority needed to procure a contractor for the Three Creek Wastewater Treatment Plant SCADA project. He stated that on September 21, 2015, the Authority adopted Resolution #15-69, authorizing the Authority to procure the equipment and programming by competitive negotiation. He also stated that Staff had advertized for this service in the local newspaper and mailed requests for proposals to SCADA contractors on the Authority's Bid List. He further stated that members of the Authority's Staff and Mr. Carroll interviewed three SCADA contractors on May 20, 2016. Mr. Gibson then stated that Staff concluded Dorsett Technologies should be selected to provide the service. He stated that the project would replace the 27 year old control system at the Three Creek Wastewater Treatment Facility and four large wastewater pump stations. He then requested that the Authority approve the following:

- Award the SCADA contract to Dorsett Technologies, in the amount of \$129,000, and
- Authorize the Authority Director to execute a contract prepared by the County Attorney, Mr. Russell Slayton.

Mr. Bryant moved, seconded by Dr. Lee, to approve Staff's recommendations regarding the Three Creek SCADA Project. Voting aye: Mr. Bryant, Dr. Lee, Mrs. Wiley and Chairman Ferguson.

In Re: Dominion Utilities Contract A

Mr. Gibson stated that the contracts would construct a large part of the Phase I Improvements, required to provide service to the Dominion Power Plant. He stated that the Authority received sealed bids from contractors for each of the proposed contracts.

He also noted the lowest responsible bid and the base bid amount for each contract as follows:

- Contract A for a 500,000 gallon elevated storage tank with Caldwell Tanks, Inc. at a bid of \$1,159,700
- Contract B for two booster stations for Slagles Lake Rd, Everette's Lake Rd and Ruritan Drive water line with H.G. Reynolds Company, Inc., at a bid of \$2,984,560
- Contract C for Rogers Rd. and Brunswick Rd. water line, force main and waste water pump station with Toney E. Hawley Construction Co. Inc., at a bid of \$1,955,275.
- Contract D for 58West and Brunswick Rd. water line and force main with Peters & White Construction Co., Inc., at a bid of \$1,439,911.

Mr. Gibson stated that the Consulting Engineer, B&B Consultants, Inc. and the Authority's Staff had reviewed the bids and each contractor's qualifications. He stated that their evaluation determined that the lowest responsible bidder for each contract had the manpower, equipment, experience and expertise to complete the project.

Mr. Whittington stated that Staff's recommendation was that the Board of Supervisors award only Contract A. He stated that Contract A would take the longest amount of time to construct. He also stated that it would have to be constructed anyway and that Staff wanted to reduce the risks of any unknowns and wait on Contract B, C and D until the Letter of Conditions were satisfied from Rural Development. He further stated that Staff anticipated that happening within the next two weeks. Mr. Whittington then stated that if Contract A was not awarded tonight, the Authority may be in a position of having to rebid the project because it had been more than 60 days since the Authority bid the project.

Dr. Lee moved, seconded by Mrs. Wiley, to only award Contract A to Caldwell Tanks, Inc., in the amount of \$1,159,700. Voting aye: Mr. Bryant, Dr. Lee, Mrs. Wiley and Chairman Ferguson.

In Re: Contract Amendment with Dominion

Mr. Whittington stated that there were some delayed issues that had been experienced on the Dominion Project due to the Air Control Board and the receipt of the air permit by Dominion from DEQ. He stated that the contract as it currently existed included triggers in which the Authority was to start performing its tasks that was tied to the Certificate of Public Convenience and Necessity, the CPCN from the State Corporation Commission. He also stated that the Air Permit was received on April 1. Mr. Whittington then stated that Staff still could not proceed with awarding contracts until Staff was authorized to do so from Dominion after they received the Air Permit. He stated that now that Dominion had the Air Permit, they wanted Staff to get started on

constructing the projects; but the contract needed to be changed so that the triggers that started the time clicking on the Authority's clock needed to be the Air Permit and the issuance of the Notice to Proceed from Dominion rather than the CPCN from the Stated Corporation Commission to Dominion. He also stated that it was in the Authority's favor that the Authority approved the amendments drafted by Greg Haley and reviewed and accepted by Dominion.

Mr. Bryant moved, seconded by Dr. Lee, to approve the Dominion Contract Amendments. Voting aye: Mr. Bryant, Dr. Lee, Mrs. Wiley and Chairman Ferguson.

In Re: USDA Resolutions

Mrs. Parson stated that Resolution #WS-16-47 was a loan resolution required by Rural Development for the bond proceeds that would be needed to construct the extension or improvement of all the waterlines necessary for the Dominion Project. She stated that Staff was required to adopt the Resolution before the issuance of the Bonds could occur. She also stated that the amount on the Resolution was \$22,153,000 in Bond Revenue and there were also a portion of grant monies involved in the amount of \$2,180,000. Mrs. Parson then stated that Staff was requesting approval of Resolution #WS-16-47.

Dr. Lee moved, seconded by Mr. Bryant, to approve Resolution #WS-16-47. Voting aye: Mr. Bryant, Dr. Lee, Mrs. Wiley and Chairman Ferguson.

In Re: Chemical Bids

Mr. Glen Gibson addressed the Authority stating that the Authority purchased a large number of chemical products for water and wastewater treatment. He stated that the Authority recently received sealed bids for 20 different products. He also stated that the bid prices would be effective from August 1, 2016 until July 31, 2017. He further stated that the bid packages were properly formatted, each bid was received in a timely manner and signed by an individual authorized to conduct business on behalf of the responding company. Mr. Gibson then stated that Staff recommended awarding the chemical procurements as specified and authorize the Staff to execute any documents associated with the award.

Sludge Process Enhancement Consultants	1
Suffolk Sales	1
Control Equipment	1
Water Guard	7
Jones	2
Univar	5

Garrison Minerals
Brenntag

2
1

Mrs. Wiley moved, seconded by Mr. Bryant, to approve Staff's recommendations regarding the chemical bids. Voting aye: Mr. Bryant, Dr. Lee, Mrs. Wiley and Chairman Ferguson.

In Re: USDA Rate Resolution #WS-16-48

Mrs. Parson addressed the Board of Supervisors stating that the Rate Resolution #WS-16-48 was required by USDA. She stated that Staff was recommending that the Authority defer Resolution #WS-16-48 until the next meeting.

Dr. Lee moved, seconded by Mr. Bryant, to defer Resolution #WS-16-48. Voting aye: Mr. Bryant, Dr. Lee, Mrs. Wiley and Chairman Ferguson.

In Re: Bid Results for Water and Sewer Utility Extensions at I-95, Exit 4

Mr. Moses Clements addressed the Authority stating that the Water and Sewer Authority's Staff had been working on water and sewer extensions at Interstate 95, Exit 4 for the last few months. He stated that the project had been bid out and on June 28, and that there was only one bid received from Biggs Construction Company, in the amount of \$95,707.00. He further stated that the amount exceeded the construction cost and the contingency budget by approximately 20%. Mr. Clements stated that about 2/3 of the funding for the project was being provided by a grant from the Tobacco Commission. He stated that utilizing those funds in a timely manner would maintain a positive relationship with the funding organization. Mr. Clements stated that additionally, Staff would like to move the extensions forward to be completed in approximately 2 ½ months. He also stated that rebidding the project would not allow sufficient time to meet the deadlines already set and that Staff was recommending the following:

- Authorize the Staff to negotiate the project cost with Biggs Construction, and
- Authorize the Authority's Director to execute the construction contract contingent on: (1) reaching a project cost that is within budget limits after it is prepared by the Authority's Attorney.

Dr. Lee moved, seconded by Mr. Bryant, to approve Staff's recommendations. Voting aye: Mr. Bryant, Dr. Lee, Mrs. Wiley and Chairman Ferguson.

In Re: Miscellaneous Matters

Mr. Whittington stated that the Staff Work Programs were prepared for the Authority's review and comments.

Chairman Ferguson asked if anyone had any questions. There were none.

In Re: Revised Engineering Contract Amendments between the Water and Sewer Authority and B&B

Mr. Whittington stated that the contract was for the Phase I Improvements of the Dominion Utilities Projects. He stated that there needed to be an agreement that could be approved by Rural Development so the existing contract had been amended with such provisions such that it could be approved by Rural Development. He also stated that it was one of the conditions in the Letter of Conditions received by the Authority. He then requested approval of the Engineering Contract Amendments.

Dr. Lee moved, seconded by Mr. Bryant, to approve the Engineering Contract Amendments. Voting aye: Mr. Bryant, Dr. Lee, Mrs. Wiley and Chairman Ferguson.

In Re: Adjournment

There being no further business to discuss, Mr. Bryant moved, seconded by Mrs. Wiley, to adjourn the meeting. Voting aye: Mr. Bryant, Dr. Lee, Mrs. Wiley and Chairman Ferguson.

Michael W. Ferguson, Chairman
Greenville County Water and Sewer Authority

GREENSVILLE COUNTY WATER & SEWER

Fund # 1

VOUCHER

JV# 26

ACCOUNT	AMOUNT	ACCOUNT	AMOUNT
61100 CAPITAL PROJECTS		22000 JARRATT WATER TREATMENT PLANT	
9201 Contingency (Master)	3,056.00	8211 Remote Controller	3,056.00
9202 Contingency (VRA)	145,543.00		
		69400 JARRATT WTP SLUDGE HANDLING	
		3140 Prof. Services: Engineering	26,965.00
		3145 Prof. Services: PER	7,965.00
		5815 Easement Acquisition	14,135.00
		9202 Contingency	26,180.00
		9301 Construction	70,298.00
69700 SCADA Controls System		61100 CAPITAL PROJECTS	
3140 Prof. Services: Engineering	10,000.00	9159 SCADA Controls System	140,000.00
3150 Prof. Services: Legal	1,000.00		
9301 Construction	129,000.00		
61100 CAPITAL PROJECTS		69300 JWTP - IN-TAKE	
9201 Contingency (Master)	29,035.66	3160 Contractual Services: Electrical	2,785.76
		3161 Contractual Services: Metal Work	10,554.72
		5120 Postage	0.24
		9202 Contingency	14,520.66
		9301 Construction	1,174.28
TOTAL	317,634.66	TOTAL	317,634.66
EXPLANATION			
Transfer funds to GCWSA capital projects.			
<i>Thad Thoye</i>	<u>7/8/2016</u>		
Prepared By	Date	Approved By	Date
		Posted By	Date

GREENSVILLE COUNTY WATER & SEWER

Fund # 1

VOUCHER

JV# 27

ACCOUNT	AMOUNT	ACCOUNT	AMOUNT
69700 SCADA CONTROLS SYSTEM 3150 Prof. Services: Legal	437.50	61100 CAPITAL PROJECTS 9159 SCADA Controls System	437.50
TOTAL	437.50	TOTAL	437.50

EXPLANATION

Transfer expense of Slayton & Clary Invoice #12413 to new department for SCADA Controls System.

Shed Hoyle
Prepared By

7/8/2016
Date

Approved By

Date

Posted By

Date

GREENSVILLE COUNTY WATER & SEWER

Fund # 1

VOUCHER

JV# 29

ACCOUNT	AMOUNT	ACCOUNT	AMOUNT
VOID CHECK #39434	66.36	VOID CHECK #39434	66.36
TOTAL	66.36	TOTAL	66.36

EXPLANATION

Void Check #39434 payable to Shyanne Tall dated June 10, 2016.
 Check was returned by post office as attempted - not known unable to forward.

<u>Shane D. Hayes</u>	<u>7-11-2016</u>		
Prepared By	Date	Approved By	Date
Posted By		Date	

MEMBER NAME CHANGE TO DEBIT DATE % PAY #

DEPT # - 0010 **OTHER ASSETS**

MEMBER NAME	CHANGE TO	DEBIT	DATE	% PAY #
OTHER ASSETS				
SHIRLEY BATTLES	ACCOUNTS RECEIVABLE	REFUND75675	6/28/2016	47.60
WILSON ANDERSON	ACCOUNTS RECEIVABLE	REFUND75411	6/28/2016	5.22
BURDIE BARNER	ACCOUNTS RECEIVABLE	REFUND75457	6/28/2016	20.48
JERRY HUSKEY	ACCOUNTS RECEIVABLE	REFUND75555	6/28/2016	182.49
ROSEY YILLAR	ACCOUNTS RECEIVABLE	REFUND75550	6/30/2016	15.66
TERRY WATFV	ACCOUNTS RECEIVABLE	REFUND77781	6/28/2016	68.36
BLODIA BERRY	ACCOUNTS RECEIVABLE	REFUND78846	6/28/2016	54.34
TOTAL				392.15 *
TOTAL				392.15

DEPT # - 00200 **LIABILITY**

MEMBER NAME	CHANGE TO	DEBIT	DATE	% PAY #
LIABILITY				
TOM OF GERRIT	TAKES ACCRUED	0 TAX/6-2016	6/30/2016	385.76
CITY OF ESPRIMA	TAKES ACCRUED	0 TAX/6-2016	6/30/2016	137.01
TREASURER OF CREEKSVILLE	TAKES ACCRUED	0 TAX/6-2016	6/30/2016	8,451.75
TOTAL				8,969.54 *
TOTAL				8,969.54

DEPT # - 01000 **ADMINISTRATION-WATER**

MEMBER NAME	CHANGE TO	DEBIT	DATE	% PAY #
ADMINISTRATION-WATER				
EASY TIME CLOCK, LLC	PROF. SERVICES: TIME CLOCK	INV77-12-2016	7/12/2016	1.50
WACOP	INSURANCE: CREME	8535	7/01/2016	1.50 *
BULL CORPORATION	OFFICE SUPPLIES	690858	6/24/2016	400.00
LINKS BUSINESS ACCOUNT	OFFICE SUPPLIES	901309	6/28/2016	400.00 *
ESPUMA HARDWARE CO., INC	REPAIR & MAINTENANCE SUPPLIES	3657	6/10/2016	11.81
SARLER BROTHERS OIL CO	VEHICLE SUPPLIES	1234376	6/30/2016	73.81 *
TOTAL				7.89
TOTAL				7.89
TOTAL				9.65
TOTAL				9.65 *
TOTAL				492.76

DEPT # - 01050 **ADMINISTRATION-SERVICES**

MEMBER NAME	CHANGE TO	DEBIT	DATE	% PAY #
ADMINISTRATION-SERVICES				
EASY TIME CLOCK, LLC	PROF. SERVICES: TIME CLOCK	INV77-12-2016	7/12/2016	2.25
WACOP	INSURANCE: CREME	8535	7/01/2016	2.25 *
BULL CORPORATION	OFFICE SUPPLIES	690858	6/24/2016	600.00
LINKS BUSINESS ACCOUNT	OFFICE SUPPLIES	901309	6/28/2016	600.00 *
TOTAL				92.99
TOTAL				17.70
TOTAL				110.69 *

MEMBER NAME	CHARGE ID	DESCRIPTION	INVOICE#	DATE	AMOUNT	PAID
EMERITA HARDWARE CO., INC	REPAIR & MAINTENANCE SUPPLIES		3657	6/10/2016	11.70	
SABLER BROTHERS HIL CH	VEHICLE SUPPLIES		1234376	6/30/2016	11.70 *	
		TOTAL			14.46 *	
		TOTAL			739.10	
DEPT # - 01100 *AUTHORITY BOARD-WATER**						
MAYTHER BENDER & CO. INC.	OFFICE SUPPLIES		8423051	6/23/2016	102.10	
		TOTAL			102.10 *	
		TOTAL			102.10	
DEPT # - 01100 *AUTHORITY BOARD-SERVICES**						
MAYTHER BENDER & CO. INC.	OFFICE SUPPLIES		8423051	6/23/2016	153.13	
		TOTAL			153.13 *	
		TOTAL			153.13	
DEPT # - 02000 *UTILITY MAINTENANCE-WATER**						
VAIRGINIA UTILITY	CONTRACTUAL SERVICES-RICE UTIL		0616023	6/30/2016	35.70	
		TOTAL			35.70 *	
S & W SERVICE CENTER, INC						
GREENE'S SERVICE CENTER	REPAIR & MAINTENANCE SERVICES		6056194	6/06/2016	6.00	
WWD EQUIPMENT SERVICE CO	REPAIR & MAINTENANCE SERVICES		53023	7/01/2016	19.60	
		TOTAL			2,280.00	
		TOTAL			2,366.00 *	
MECKLENBURG ELECTRIC COOP						
MECKLENBURG ELECTRIC COOP	ELECTRICAL SERVICES		2090210077-16	7/06/2016	8.30	
MECKLENBURG ELECTRIC COOP	ELECTRICAL SERVICES		208160040077-16	7/06/2016	49.16	
MECKLENBURG ELECTRIC COOP	ELECTRICAL SERVICES		208110010077-16	7/06/2016	38.09	
MECKLENBURG ELECTRIC COOP	ELECTRICAL SERVICES		208410210077-16	7/06/2016	25.36	
MECKLENBURG ELECTRIC COOP	ELECTRICAL SERVICES		208420570077-16	7/06/2016	27.50	
MECKLENBURG ELECTRIC COOP	ELECTRICAL SERVICES		30799010077-16	7/06/2016	67.74	
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		43946090077-16	7/06/2016	142.50	
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		12507000176-16	7/01/2016	20.55	
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		14474357276-16	6/28/2016	5.62	
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		107205210376-16	6/30/2016	137.78	
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		22509750776-16	6/28/2016	7.53	
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		303105500177-16	7/01/2016	3.31	
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		308091240076-16	6/30/2016	37.43	
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		420034250177-16	7/01/2016	5.62	
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		540134750077-16	7/01/2016	7.52	
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		561102500077-16	7/01/2016	15.62	
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		591312317076-16	6/30/2016	34.65	
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		69006000276-16	6/30/2016	24.75	

ACCOUNTS PAYABLE LIST
SWEDESVILLE COUNTY WATER
DEPT # - 02000 QUALITY MAINTENANCE-WATERS

7/11/2016 FORD 001- 7/18/2016
07375 TB DATE - 7/18/2016
FORD # - 001 MAINTENANCE EXPENDITURES

VENOR NAME	CHARGE TO	DESCRIPTION	INVOICE #	INVOICE DATE	AMOUNT
BERNARD MORGAN POWER	ELECTRICAL SERVICES		706195032/6-16	6/30/2016	219.50
DOROTHY DINGRIS POWER	ELECTRICAL SERVICES		714631259/6-16	6/30/2016	6.31
					953.43 *
VERIZON	TELECOMMUNICATIONS		078-0012/6-16	6/22/2016	77.78
VERIZON	TELECOMMUNICATIONS		336-117/6-16	6/25/2016	21.29
VERIZON	TELECOMMUNICATIONS		348-427/6-16	6/28/2016	8.29
VERIZON	TELECOMMUNICATIONS		308-734/6-16	6/25/2016	8.58
VERIZON	TELECOMMUNICATIONS		535-809/6-16	6/28/2016	20.15
VERIZON	TELECOMMUNICATIONS		535-041/6-16	6/25/2016	20.07
VERIZON	TELECOMMUNICATIONS		535-851/6-16	6/25/2016	20.15
VERIZON	TELECOMMUNICATIONS		535-859/6-16	6/28/2016	26.75
VERIZON	TELECOMMUNICATIONS		535-875/6-16	6/25/2016	26.15
VERIZON	TELECOMMUNICATIONS		634-030/6-16	6/28/2016	85.48
VERIZON	TELECOMMUNICATIONS		634-717/6-16	6/28/2016	21.29
VERIZON	TELECOMMUNICATIONS		634-968/6-16	7/01/2016	8.58
VERIZON	TELECOMMUNICATIONS		634-713/6-16	6/22/2016	8.58
VERIZON	TELECOMMUNICATIONS		25116	7/01/2016	11.99
					253.13 *
ARMOR UNIFORM SERV INC	UNIFORM RENTAL		46974988	6/30/2016	32.98
ARMOR UNIFORM SERV INC	UNIFORM RENTAL		4760723	7/07/2016	32.98
					65.96 *
TRAVIS M. JACKSON	TRAVEL AND TRAINING		RELEASE/6-2016	6/30/2016	4.54
COLTON LYNN	TRAVEL AND TRAINING		RELEASE/6-2016	6/30/2016	21.60
					26.14 *
					10.26 *
					10.26 *
WALMART COMMUNITY/CENR	OFFICE SUPPLIES		1805525	6/23/2016	2.89
EMERZA AUTO PARTS	REPAIR & MAINTENANCE SUPPLIES		38209	6/02/2016	10.70
EMERZA ROSSMORE CO., INC	REPAIR & MAINTENANCE SUPPLIES		3735	6/22/2016	7.20
ARMSTRONG SUPPLY, INC.	REPAIR & MAINTENANCE SUPPLIES		81135	6/16/2016	14.84
JOHNSON HARDWARE	REPAIR & MAINTENANCE SUPPLIES		813281	6/09/2016	2.72
JOHNSON HARDWARE	REPAIR & MAINTENANCE SUPPLIES		813281	7/07/2016	6.58
JOHNSON HARDWARE	REPAIR & MAINTENANCE SUPPLIES		823741	6/06/2016	7.65
JOHNSON HARDWARE	REPAIR & MAINTENANCE SUPPLIES		823773	6/09/2016	.72
JOHNSON HARDWARE	REPAIR & MAINTENANCE SUPPLIES		8240154	6/14/2016	4.36
JOHNSON HARDWARE	REPAIR & MAINTENANCE SUPPLIES		8240374	6/17/2016	.68
JOHNSON HARDWARE	REPAIR & MAINTENANCE SUPPLIES		8240584	6/20/2016	4.88
JOHNSON HARDWARE	REPAIR & MAINTENANCE SUPPLIES		824058	6/27/2016	150.87
WILSON MATERIALS	REPAIR & MAINTENANCE SUPPLIES		40364234	6/29/2016	1,216.24
WEDD EQUIPMENT SERVICE CO	REPAIR & MAINTENANCE SUPPLIES		45154	6/17/2016	13.11
LEES ROSSMORE ACCOUNT	REPAIR & MAINTENANCE SUPPLIES		905549	6/23/2016	73.19
USA BUREAU	REPAIR & MAINTENANCE SUPPLIES		982187	6/17/2016	66.52
USA BUREAU	REPAIR & MAINTENANCE SUPPLIES		992734	6/30/2016	11.40
FESTIVAL COMPANY	REPAIR & MAINTENANCE SUPPLIES		8880188815	6/20/2016	44.72
FORTLINE INC	REPAIR & MAINTENANCE SUPPLIES		3685117	6/23/2016	52.04
BRELLY AUTO PARTS	REPAIR & MAINTENANCE SUPPLIES		2269-41729	6/10/2016	3.20
BRELLY AUTO PARTS	REPAIR & MAINTENANCE SUPPLIES		2269-41937	6/22/2016	66.60
DEVI VISA CARD 01483	REPAIR & MAINTENANCE SUPPLIES		1805525	6/27/2016	1,770.81 *

VEHICLE MAKE	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	AMOUNT
SANDER BROTHERS OIL CO	VEHICLE SUPPLIES	VEHICLE SUPPLIES	1254376	6/30/2016	97.41
SANDER BROTHERS OIL CO	VEHICLE SUPPLIES	VEHICLE SUPPLIES	1254379	6/30/2016	361.53
JAN'S BODY SHOP, LLC	VEHICLE SUPPLIES	2019	2019	7/05/2016	495.65
JAN'S BODY SHOP, LLC	VEHICLE SUPPLIES	2023	2023	7/05/2016	51.04
BRELLIY AUTO PARTS	VEHICLE SUPPLIES	2269-413640	2269-413640	6/24/2016	8.00
					1,013.63 *
FARM & LAWN SERVICE	FARM EQUIPMENT SUPPLIES	FARM EQUIPMENT SUPPLIES	167522	6/29/2016	11.55
MAJORITY COMMUNITY CARE	FARM EQUIPMENT SUPPLIES	FARM EQUIPMENT SUPPLIES	1890177	7/09/2016	11.76
					23.31 *
					6,358.37

UTILITY	DESCRIPTION	INVOICE#	INVOICE DATE	AMOUNT
VERMONT UTILITY	UTILITY MAINTENANCE-SERVE**	06160223	6/29/2016	53.55
				53.55 *
S & S SERVICE CENTER, INC	REPAIR & MAINTENANCE SERVICE	0006194	6/06/2016	9.60
SEWER'S SERVICE CENTER	REPAIR & MAINTENANCE SERVICE	53023	7/01/2016	29.40
MUDS EQUIPMENT SERVICE CO	REPAIR & MAINTENANCE SERVICE	451536	6/24/2016	3,420.00
CHEVROLET RELIABILITY	REPAIR & MAINTENANCE SERVICE	225259	7/08/2016	205.00
				3,744.00 *
MECKLENBURG ELECTRIC CORP	ELECTRICAL SERVICES	288820110077-16	7/06/2016	12.45
MECKLENBURG ELECTRIC CORP	ELECTRICAL SERVICES	288160050077-16	7/06/2016	79.74
MECKLENBURG ELECTRIC CORP	ELECTRICAL SERVICES	288310010077-16	7/06/2016	58.33
MECKLENBURG ELECTRIC CORP	ELECTRICAL SERVICES	288410210077-16	7/06/2016	38.02
MECKLENBURG ELECTRIC CORP	ELECTRICAL SERVICES	288420070077-16	7/06/2016	40.93
MECKLENBURG ELECTRIC CORP	ELECTRICAL SERVICES	307970010077-16	7/06/2016	101.60
MECKLENBURG ELECTRIC CORP	ELECTRICAL SERVICES	439460040077-16	7/06/2016	213.73
ORANGE COUNTY POWER	ELECTRICAL SERVICES	12507000176-16	7/01/2016	42.82
ORANGE COUNTY POWER	ELECTRICAL SERVICES	14673957276-16	6/30/2016	8.41
ORANGE COUNTY POWER	ELECTRICAL SERVICES	187285210376-16	6/30/2016	206.66
ORANGE COUNTY POWER	ELECTRICAL SERVICES	22509750776-16	6/28/2016	11.28
ORANGE COUNTY POWER	ELECTRICAL SERVICES	30218850177-16	7/01/2016	4.96
ORANGE COUNTY POWER	ELECTRICAL SERVICES	300912250076-16	6/30/2016	55.13
ORANGE COUNTY POWER	ELECTRICAL SERVICES	420094250177-16	7/01/2016	8.41
ORANGE COUNTY POWER	ELECTRICAL SERVICES	548166750077-16	7/01/2016	11.28
ORANGE COUNTY POWER	ELECTRICAL SERVICES	561107500077-16	7/01/2016	23.43
ORANGE COUNTY POWER	ELECTRICAL SERVICES	591312110076-16	6/30/2016	141.97
ORANGE COUNTY POWER	ELECTRICAL SERVICES	694086000276-16	6/30/2016	37.11
ORANGE COUNTY POWER	ELECTRICAL SERVICES	74612501276-16	6/30/2016	329.24
ORANGE COUNTY POWER	ELECTRICAL SERVICES	714001250776-16	6/30/2016	9.46
				1,429.96 *
VERIZON	TELECOMMUNICATIONS	078-891276-16	6/22/2016	116.66
VERIZON	TELECOMMUNICATIONS	236-117976-16	6/25/2016	31.92
VERIZON	TELECOMMUNICATIONS	348-827676-16	6/28/2016	12.43
VERIZON	TELECOMMUNICATIONS	348-824476-16	6/25/2016	12.07
VERIZON	TELECOMMUNICATIONS	535-889276-16	6/28/2016	30.22

UTILITY MAINTENANCE-SERVE**
 CONTRACTUAL SERVICES: MISS UTI
 VERMONT UTILITY
 S & S SERVICE CENTER, INC
 SEWER'S SERVICE CENTER
 MUDS EQUIPMENT SERVICE CO
 CHEVROLET RELIABILITY
 MECKLENBURG ELECTRIC CORP
 ORANGE COUNTY POWER
 VERIZON
 VERIZON
 VERIZON
 VERIZON
 VERIZON

VENOR NAME	CHARGE ID	DESCRIPTION	INVOICE	DATE	AMOUNT
MALBART COMMUNITY/PERD	POWER EQUIPMENT SUPPLIES		IN080177	7/08/2016	17.64
					34.96 *
		TOTAL			10,121.96
DEPT # - 02000 **WATER TREATMENT - JARRATT**					
JAMES R NEED & ASSOC INC	CONTRACTUAL SERVICES		1606134	6/30/2016	19.00
					19.00 *
			4551	7/07/2016	675.00
					675.00 *
INTERMEDIATE/AM SERVICES,	MAINTENANCE CONTRACTS		3920072500/6-16	6/30/2016	3,057.50
DEWILSON WASHINGTON PAPER	ELECTRICAL SERVICES		5684134157/6-16	6/30/2016	1,912.07
DEWILSON WASHINGTON PAPER	ELECTRICAL SERVICES		7878512871/6-16	6/30/2016	2,946.93
DEWILSON WASHINGTON PAPER	ELECTRICAL SERVICES				7,915.90 *
VERIZON	TELECOMMUNICATIONS		135-961676-16	6/28/2016	150.48
TELEPACE	TELECOMMUNICATIONS		251045	7/01/2016	59.95
					210.43 *
REARROW EMPLOY SERV INC	VEHICLE RENTAL		46974399	6/30/2016	70.66
					70.66 *
HUGH HERBERT	LOG SUPPLIES		9990087	6/27/2016	57.74
					57.74 *
JARRATT HEADSORE	REPAIR & MAINTENANCE SUPPLIES		0132192	6/29/2016	2.39
					2.39 *
SABLER BROTHERS OIL CO	VEHICLE SUPPLIES		1234378	6/30/2016	167.30
					167.30 *
PAFEN GORDS, INC	VEHICLES		0229621-3H	6/29/2016	1,042.80
					1,042.80 *
		TOTAL			10,161.22
DEPT # - 02000 **RECORD LUGGE WELL SYSTEM**					
RECORD LUGGE WELL SYSTEM					
BOIL / BOILER SAFETY	REPAIR & MAINTENANCE SERVICES		954102740	6/25/2016	40.00
CELEWELL RELIABILITY	REPAIR & MAINTENANCE SERVICES		225755	6/30/2016	285.00
CELEWELL RELIABILITY	REPAIR & MAINTENANCE SERVICES		225758	7/07/2016	400.00
					725.00 *
DEWILSON WASHINGTON PAPER	ELECTRICAL SERVICES		44002400527-16	7/01/2016	46.04
					46.04 *
		TOTAL			771.04
DEPT # - 02000 **JACKSON FIELD HOME WATER SYSTEM**					
JACKSON FIELD HOME WATER SYSTEM					
DEWILSON WASHINGTON PAPER	ELECTRICAL SERVICES		39408500575-16	6/27/2016	72.71
					72.71 *
		TOTAL			72.71

VENOR NAME	CHARGE TO	DESCRIPTION	INVOICE #	INVOICE DATE	\$\$\$ PAY \$\$\$
DEPT # - 031000 WAPPING RUN SEWAGE TREAT. PLANT**					
JAMES N REED & ASSOC INC	LABORATORY SERVICES	LABORATORY SERVICES	1404137	6/20/2016	319.00
					319.00 *
INSTRUMENTATION SERVICES, MAINTENANCE CONTRACTS			4551	7/07/2016	225.00
INSTRUMENTATION SERVICES, MAINTENANCE CONTRACTS			4551	7/07/2016	500.00
					725.00 *
BECKLEBORG ELECTRIC SHOP ELECTRICAL SERVICES			3889304807/7-16	7/06/2016	2,221.57
					2,221.57 *
WEIZON TELECOMMUNICATIONS			348-3778/6-16	6/28/2016	21.45
WEIZON TELECOMMUNICATIONS			251189	7/01/2016	59.95
					81.40 *
EXPONIA HARDWARE CO., INC HARDWARE SUPPLIES			3706	6/17/2016	12.05
					12.85 *
					3,359.82
		TOTAL			

VENOR NAME	CHARGE TO	DESCRIPTION	INVOICE #	INVOICE DATE	\$\$\$ PAY \$\$\$
DEPT # - 032000 WATREE CREEK SEWAGE TREAT. PLANT**					
WATREE CREEK SEWAGE TREAT. PLANT**					
SOUTHWIDE CONTAINER LLC CONTRACTUAL SERVICES			1491	6/22/2016	75.00
SOUTHWIDE CONTAINER LLC CONTRACTUAL SERVICES			1455	7/06/2016	75.00
					150.00 *
JAMES N REED & ASSOC INC LABORATORY SERVICES			1604195	6/30/2016	177.00
JAMES N REED & ASSOC INC LABORATORY SERVICES			1606139	6/30/2016	1,393.00
					1,570.00 *
INSTRUMENTATION SERVICES, MAINTENANCE CONTRACTS			4551	7/07/2016	675.00
					675.00 *
TELEFACE TELECOMMUNICATIONS			251189	7/01/2016	59.95
					59.95 *
ARMOUR SYSTEMS SERV INC UNIFORM RENTAL			46974391	6/30/2016	94.29
					94.29 *
BEAT PISA CARD #1603 LAB SUPPLIES			100578013855	6/27/2016	166.00
					166.00 *
EXPONIA AUTO PARTS REPAIR & MAINTENANCE SUPPLIES			38571	6/08/2016	1.22
JERRATT HARDWARE REPAIR & MAINTENANCE SUPPLIES			8132170	6/28/2016	1.69
					2.91 *
SABLER BROTHERS BIL CO VEHICLE SUPPLIES			1234377	6/20/2016	312.74
					312.74 *
		TOTAL			3,030.89

VENOR NAME	CHARGE TO	DESCRIPTION	INVOICE #	INVOICE DATE	\$\$\$ PAY \$\$\$
DEPT # - 034000 JERRATT SEWAGE TREATMENT PLANT**					
JERRATT SEWAGE TREATMENT PLANT**					
JAMES N REED & ASSOC INC LABORATORY SERVICES			1606138	6/30/2016	446.00
					446.00 *
INSTRUMENTATION SERVICES, MAINTENANCE CONTRACTS			4551	7/07/2016	225.00
					225.00 *

MEMBER NAME	CHARGE TO	DESCRIPTION	INVOICE	INVOICE	DATE	AMOUNT
DIXON VIRGINIA POWER	ELECTRICAL SERVICES		300035007/16	6/30/2016	1,203.68	
				TOTAL	1,203.68	
				TOTAL	1,956.68	
		DEPT # - 03500 WASTEWATER SERVICE TREAT. PLANT#				
JAMES R REED & ASSOC INC	WASTEWATER SERVICE TREAT. PLANT#		168134	6/30/2016	373.00	
	LABORATORY SERVICES				373.00	
			225754	7/05/2016	810.00	
	REPAIR & MAINTENANCE SERVICES				810.00	
LEWIS BUSINESS SECURITY	REPAIR & MAINTENANCE SUPPLIES		902505	7/01/2016	114.00	
LEWIS BUSINESS SECURITY	REPAIR & MAINTENANCE SUPPLIES		92234	6/08/2016	172.55	
				TOTAL	236.55	
				TOTAL	1,419.55	
				FUND TOTAL	48,301.02	
				TOTAL DUE	48,301.02	

Approved

Signed Alice Whately

Title Finance Department

Date 7/11/16

FORM DATE- 7/10/2016
TW DATE- 7/10/2016

ACCOUNT PAYABLE CHECKS
GREENVILLE CARRY OVER

FUND NO. 001

PERIOD 01

OPERATING EXPENDITURES
TOTAL

509,301.02
48,301.02

VENOR NAME	CHARGE TO	DESCRIPTION	INVOICE DATE	INVOICE DATE	CHECK DATE	\$\$\$ PAY \$\$\$
HERTZ	ADMINISTRATION-WATER**	TELECOMMUNICATIONS	634-2351/8-16	6/22/2016	7/01/2016	78.92-
		TELECOMMUNICATIONS	634-2351/8-16	6/28/2016	7/01/2016	77.76
		TOTAL				-84 *
						.84
HERTZ	ADMINISTRATION-SEWER**	TELECOMMUNICATIONS	634-2351/8-16	6/22/2016	7/01/2016	119.38-
		TELECOMMUNICATIONS	634-2351/8-16	6/28/2016	7/01/2016	117.64
		TOTAL				1.26 *
						1.26
						2.10
						2.10

Approved:

Signed Alice Whalley Title Finance Supervisor

Date 7/5/16

7/05/2016 FROM DATE- 7/01/2016
7/05/2016 TO DATE- 7/01/2016

7/05/2016

TRF#	DE	DESCRIPTION	AMOUNT	PAY \$9
001		AMOUNTING EXPENDITURES	42.10	
		TOTAL	2.10	

AMOUNTS PAYABLE CHECKS
GREENSBORO COUNTY WATER

VENOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	INVOICE AMT	CHECK DATE	SS PAY #
DEPT 3 - 021000 WATER PURCHASE**							
WATER PURCHASE**							
NORTHSTARION COUNTY PUBLIC PURCHASE OF WATER:WARRID		218062777-2016 6/30/2016		7/12/2016	85.50		
NORTHSTARION COUNTY PUBLIC PURCHASE OF WATER:WARRID		438065077-2016 6/30/2016		7/12/2016	346.80		
					422.30 *		
		TOTAL			432.30		
DEPT 4 - 033000 WASTEWEATER SERVICES**							
WASTEWEATER SERVICES**							
NORTHSTARION COUNTY PUBLIC CONTRACTUAL SERVICES:WST		218062777-2016 6/30/2016		7/12/2016	90.00		
					90.00 *		
		TOTAL			90.00		
		FUND TOTAL			522.30		
		TOTAL DUE			522.30		

Approved _____
 Signed Alicia Whitty Title Finance Supervisor Date 7/12/16

ACCOUNTS PAYABLE CHECKS
GREENSBORO COUNTY WATER

FROM DATE- 7/12/2016
TO DATE- 7/12/2016

66 PAY 65

FUND NO. DESCRIPTION

4522.90
522.90

201 ***OPERATING EXPENDITURES**
TOTAL

7/11/2016 FROM DATE- 7/18/2016
 40375 TO DATE- 7/18/2016
 FUND # - 001 APPROPRIATION#

ACCOUNTS PAYABLE LIST
 GREENSBORO CO RES AUTH
 DEPT # - 07000 SUBJECT ADMINISTRATION**

VENOR NAME	CHANGE TO	DESCRIPTION	INVOICE DATE	INVOICE FREQ	CHECK DATE	SS PAY \$*
DEPT # - 07000 SUBJECT ADMINISTRATION**						
SUBJECT ADMINISTRATION**						
PETTY CASH		PROF SERVICES: OTHER	6/14/2016		7/18/2016	21.00 *
SLAYTOR & CLARY		PROF SERVICES: LEGAL	6/30/2016		7/18/2016	21.00 *
SENTRY LOCKE ATTORNEYS		PROF SERVICES: LEGAL	6/21/2016		7/18/2016	1,184.24
SLAYTOR & CLARY		PROF SERVICES: RADON READ	6/30/2016		7/18/2016	715.00
						1,979.24 *
		TOTAL				255.00 *
		FUND TOTAL				2,155.24
		TOTAL DUE				2,155.24

Approved

Signed Quinn Kelly

Title Finance Supervisor

Date 7/11/16

FROM DATE	TO DATE	DESCRIPTION	AMOUNT	CHECK NO.
7/11/2016	7/10/2016	001	52,155.24	
		TOTAL	2,155.24	

001 52,155.24

TOTAL 2,155.24

GREENSVILLE COUNTY WATER AND SEWER AUTHORITY

RATE RESOLUTION #WS-16-48

USDA/RURAL DEVELOPMENT LOAN COMMITMENT

RECITALS:

- R-1 By letter dated June 22, 2016 (“Letter of Conditions”), USDA/Rural Development communicated to Greenville County Water and Sewer Authority (“GCWSA”) the conditions on which it would afford financial assistance for the construction of a water reservoir and intake structure by GCWSA.
- R-2 Paragraph 10 and subparagraph 10.a. of the Letter of Conditions required that GCWSA adopt a rate resolution and has been prepared by the County Attorney.

IT IS, ACCORDINGLY, HEREBY RESOLVED as follows:

- a. GCWSA acknowledges the duty imposed on it by the Letter of Conditions that it adopt and maintain a rate schedule that provides adequate income to meet the minimum requirements for operations and maintenance, debt service and reserves, and that it must comply with that commitment absent prior written authorization from USDA/Rural Development to modify that commitment.
- b. GCWSA acknowledges the duty imposed on it by the Letter of Conditions that the user rates imposed by GCWSA provide for a minimum monthly Equivalent Dwelling Unit charge of \$23.10.
- c. GCWSA hereby certifies to USDA/Rural Development that the rate schedule now in effect imposes a minimum monthly EDU charge of \$23.10, or more, and that GCWSA cannot hereafter adopt a rate schedule which imposes a minimum monthly EDU charge less than \$23.10 without prior written authorization from USDA/Rural Development.

ADOPTED this 18th day of July, 2016.

VOTING AYE	VOTING NAY	ABSENT/ABSTAIN
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned hereby certifies that the foregoing is an accurate account of the vote taken at a duly convened meeting of the Greenville County Water and Sewer Authority on the 18th day of July, 2016, at which a quorum was present at the time the meeting was convened and at the time said vote was taken.

Denise A. Banks-Chatman, Clerk

COUNTY OF GREENSVILLE

To: Honorable Greenville County Water and Sewer Authority

From: K. David Whittington, Director *DW*

Subject: Award of Remaining Dominion Utility Project, Phase I Contracts

Date: July 12, 2016

At the last meeting of the Greenville County Water and Sewer Authority, Contract A, the elevated water storage tank was approved, as recommended by the Staff. Part of the approval process was a memo drafted by the Staff dated June 28, 2016, providing an update on Rural Development's Letter of Conditions. A copy of the June 28th memo is attached.

I am happy to report that all of the information required of the Authority has been provided to Rural Development and that Rural Development has requested closing instructions on the \$22 million loan.

The Staff recommends awarding Contracts B, C and D, given that:

1. Substantial progress has been made in the satisfaction of the Letter of Conditions, and
2. The bids received for Contract B, C and D are about to expire, and
3. The need to complete the construction of the Dominion Utility Project in a timely fashion is of the utmost importance.

This action is recommended with the full knowledge of Rural Development.

KDW/dbc

Enclosure

GREENSVILLE COUNTY WATER AND SEWER AUTHORITY

TO: Greensville County Water and Sewer Authority
FROM: Glen Gibson, Utility Projects Coordinator
RE: Rte 58 West Water and Sewer Extensions – Contracts B, C & D
DATE: July 12, 2016

These contracts will construct a large part of the Phase 1 improvements, required to provide service to the Dominion Power Plant.

The Authority received sealed bids from contractors for each of the proposed contracts. The following is a summary of the lowest responsible bid and the base bid amount for each contract:

Contract	Project Description	COMPANY NAME	BASE BID
B	Two booster pump stations, Slages Lake Rd., Everette's Lake Rd., & Ruritan Dr. water line.	H.G. Reynolds Company, Inc.	\$2,984,560
C	Rogers Rd. & Brunswick Rd. water line and force main. Wastewater pump station	Tony E. Hawley Construction Co. Inc.	\$1,955,275
D	58 West and Brunswick Rd. water line and force main.	Peters & White Construction Co., Inc.	\$1,439,911

The Consulting Engineer, B&B Consultants, Inc., and the Authority Staff have reviewed the bids and each contractor's qualifications. Our evaluation determined that the lowest responsible bidder for each contract has the manpower, equipment, experience, and expertise to complete the project.

Please contact me if you have questions or need additional information.

Zimbra

KDW
bparson@greenvillecountyva.gov

RE: Greenville County - See Attached

From : Gregory J. Haley <Haley@gentrylocke.com> Tue, Jun 28, 2016 01:48 PM
Subject : RE: Greenville County - See Attached 1 attachment
To : Dave Whittington
<dwhittington@greenvillecountyva.gov>
Cc : russelloslayton@gmail.com,
bparson@greenvillecountyva.gov, Lesley A.
Langhorn <Langhorn@gentrylocke.com>

External images are not displayed. [Display images below](#)

Dave:

I have attached the revised amendment document draft. We have not sent this to DVP yet. This draft shows redline comparison to the DVP 6/23/16 draft. Please note the specific dates in several of the revised sections. We should confirm that those dates still work. If any changes are needed, this is probably a good time to bring them up. Section 3.2.2 has the 16 month start date for the reservoir improvements and the 37 month from commencement to complete those improvements. Do you want us to send this on to DVP? Please let us know if we can provide anything else.

 <https://www.gentrylocke.com> [web](#) | [bio](#) | [map](#)
Gregory J. Haley
Direct: 540.983.9368

This email may contain confidential or privileged information. If you are not the intended recipient, please advise by return email and delete immediately without reading/forwarding to others.

From: Karl E Humberson (Generation - 34) [mailto:Karl.E.Humberson@dom.com]
Sent: Friday, June 24, 2016 11:17 AM
To: Dave Whittington; Haley, Gregory J.
Cc: russelloslayton@gmail.com; bparson@greenvillecountyva.gov; Langhorn, Lesley A.
Subject: RE: Greenville County - See Attached

Dave, Greg,

Thank you for reviewing the amendment in a quick manner. Dominion takes no objection with inserting the appropriate dates in the sections listed. However in point 2, I believe this section needs to change to reflect the added cost of the 75k for the wet well (scope is not changing but cost is).

The original Wastewater Connection Fee was \$3,663,551. Since we are adding a \$75,000 payment as Milestone 1-b. If so, that would cause the Wastewater Connection Fee to be

\$3,738,551, correct? I believe that is what paragraph 7 of the Amendment is meant to reflect. Please let me know if we need additional discussion on this matter.

I would propose Greenville mark-up the document then we can have another conversation to ensure the mark-up matches everyone's intent.

Respectfully,

Karl E. Humberson
Director Generation Projects
Dominion VA Power
(O) (804) 273-4272
(M) (804) 971-6886
Karl.E.Humberson@DOM.com

From: Dave Whittington [<mailto:dwhittington@greenvillecountyva.gov>]
Sent: Friday, June 24, 2016 8:57 AM
To: Karl E Humberson (Generation - 34)
Subject: Fwd: Greenville County - See Attached

FYI

Sent from my iPhone

Begin forwarded message:

From: "Haley, Gregory J." <Haley@gentrylocke.com>
Date: June 23, 2016 at 3:02:01 PM EDT
To: Dave Whittington <dwhittington@greenvillecountyva.gov>
Cc: Russell Slayton <russelloslayton@gmail.com>, "bparson@greenvillecountyva.gov" <bparson@greenvillecountyva.gov>, "Langhorn, Lesley A." <Langhorn@gentrylocke.com>
Subject: RE: Greenville County - See Attached

Dave:

I do not have any problems or objections with the proposed DVP changes. Several additional points to suggest to DVP:

1. DVP issued the Notice to Proceed on June 20, 2016. We could just insert the appropriate dates into sections 2.4; 3.2.1; 3.2.2; 4.2; 7.2.3; and 7.2.3d.
2. We can delete new paragraph 7 (providing for the amendment of section 7.3.1 b) because there is no change to section 7.3.1 because the amount is not changing with the new structure.

We can make these changes if DVP agrees. Thanks.

Gentry Locke
Gregory J. Haley
Direct: 540.983.9368

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-----Original Message-----

From: Dave Whittington
[<mailto:dwhittington@greenvillecountyva.gov>]
Sent: Thursday, June 23, 2016 2:14 PM
To: Haley, Gregory J.
Subject: Fwd: Greenville County - See Attached

Dominion's comments on your water and sewer amendment. dave

K. David Whittington
Greenville County Administrator
1781 Greenville County Circle
Emporia, Va 23847
434-348-4205 (office)
434-637-3522 (mobile)

----- Forwarded Message -----

From: donotreply@greenvillecountyva.gov
To: "David Whittington" <dwhittington@greenvillecountyva.gov>
Sent: Thursday, June 23, 2016 2:03:14 PM
Subject: Greenville County - See Attached

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 **Amendment No. 1 to the Dominion Virginia Power Water Agreement
(GJH New Modified Redline 7).DOCX**
44 KB

GREENSVILLE COUNTY WATER AND SEWER AUTHORITY

TO: Greensville County Water and Sewer Authority

FROM: Glen Gibson, Utility Projects Coordinator

RE: Rte 58 West Water and Sewer Extensions – Contracts A, B, C & D

DATE: June 15, 2016

These contracts will construct a large part of the Phase 1 improvements, required to provide service to the Dominion Power Plant.

The Authority received sealed bids from contractors for each of the proposed contracts. The following is a summary of the lowest responsible bid and the base bid amount for each contract:

Contract	Project Description	COMPANY NAME	BASE BID
A	500,000 gallon Elevated Storage Tank	Caldwell Tanks, Inc.	\$1,159,700
B	Two booster pump stations, Slages Lake Rd., Everette's Lake Rd., & Ruritan Dr. water line.	H.G. Reynolds Company, Inc.	\$2,984,560
C	Rogers Rd. & Brunswick Rd. water line and force main. Wastewater pump station	Tony E. Hawley Construction Co. Inc.	\$1,955,275
D	58 West and Brunswick Rd. water line and force main.	Peters & White Construction Co., Inc.	\$1,439,911

The Consulting Engineer, B&B Consultants, Inc., and the Authority Staff have reviewed the bids and each contractor's qualifications. Our evaluation determined that the lowest responsible bidder for each contract has the manpower, equipment, experience, and expertise to complete the project.

I respectfully recommend the Authority award the following contracts, contingent on the Authority receiving approval from the funding agencies involved with these contracts:

- Contract A to Caldwell Tanks, Inc. in the amount of the \$1,159,700.
- Contract B to H.G. Reynolds Company, Inc. in the amount of \$2,984,560
- Contract C to Tony E. Hawley Construction Co., Inc. in the amount of \$1,955,275
- Contract D to Peters & White Construction Co., Inc. in the amount of \$1,439,911
- Authorize the Authority Director to execute contracts A, B, C & D contingent on:
 1. Review and approval by the County Attorney.
 2. Review and approval by any funding agencies associated with the projects.

Please contact me if you have questions or need additional information.

Zimbra

dwhittington@greenvillecountyva.gov

Dominion Contract

From : Dave Whittington
<dwhittington@greenvillecountyva.gov>

Mon, Jun 13, 2016 03:27 PM

Subject : Dominion Contract

To : Greg Haley <haley@gentrylocke.com>

Cc : Glen Gibson
<ggibson.wsa@greenvillecountyva.gov>

Greg. We talked several times about revising the Dominion contract. There are two changes to consider. The first is for the GCWSA to begin work after being provided a notice to proceed from Dominion. Currently the trigger to begin construction is the receipt of the CPCN from the SCC. There will be changes needed to Section 3.2.1, 3.2.2, and 4.2.

There is also a change discussed in the method that the GCWSA will collect Dominion's wastewater. The current arrangement is that Dominion will construct a lagoon for equalization purposes.

The GCWSA was going to install the pumps as a part of the lagoon and pump the wastewater into a force main to carry the wastewater to Emporia. That plan is now scrapped. The new plan, as approved by GCWSA staff and Dominion is for Dominion to discharge its wastewater into a wet well and pump station to be constructed by GCWSA. The estimated budget for the additional expenditures incurred by GCWSA to benefit Dominion is \$75,000.

The total amount that Dominion will pay in milestone payments is now to be \$19,075,000. We prefer that the entire \$75,000 be paid in Wastewater Milestone Payment #1 (\$1,365,515 + \$75,000 = \$1,440,515) This may also require some amendments to the attachments.

These contract amendments should go before the Authority at its June 20th meeting.

Call if you have questions. dave

K. David Whittington
Greenville County Administrator
1781 Greenville County Circle
Emporia, Va 23847
434-348-4205 (office)
434-637-3522 (mobile)

RESOLUTION #WS-16-50 AUTHORIZING THE FINANCING OF A WATER RESERVOIR AND INTAKE STRUCTURE FOR THE WATER SYSTEM OF THE GREENSVILLE COUNTY WATER AND SEWER AUTHORITY AND THE ISSUANCE, SALE AND AWARD OF WATER REVENUE BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$22,153,000, AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF

WHEREAS, the Greensville County Water and Sewer Authority (the “Authority”) is a public body politic and corporate of the Commonwealth of Virginia duly created pursuant to the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia of 1950, as amended) (the “Act”) by the Board of Supervisors of Greensville County, Virginia (the “County”), and presently owns, operates and maintains water and sewer systems to provide for the water and sewer needs of the residents and businesses of the County; and

WHEREAS, the Authority is authorized to borrow money and to issue its revenue bonds to pay all or part of the cost of such systems; and

WHEREAS, the Authority has determined to construct improvements to its water system in the County and to issue its revenue bonds, the proceeds of which, together with other available funds, are estimated to be sufficient to pay the cost of the Project hereinafter authorized; and

WHEREAS, the United States of America, acting through Rural Utilities Service, United States Department of Agriculture (the “Government”), has offered to purchase such revenue bonds upon certain terms and conditions, and the Authority, after mature consideration of the condition of the municipal bond market and other methods of selling its bonds, has determined to satisfy such terms and conditions and award the bonds to the Government.

NOW, THEREFORE, BE IT RESOLVED BY THE GREENSVILLE COUNTY WATER AND SEWER AUTHORITY:

ARTICLE I

Definitions

Section 1.1. Definitions. Whenever used in this resolution, unless a different meaning clearly appears from the context:

“**Additional Bonds**” shall mean any bonds issued pursuant to Article V and secured on a parity with the Project Bonds by a pledge of the Revenues.

“**Authority**” shall mean the Greensville County Water and Sewer Authority, a public body politic and corporate of the Commonwealth of Virginia duly created pursuant to the Act by the Board of Supervisors of Greensville County, Virginia, and by a certificate of incorporation issued by the State Corporation Commission of Virginia on September 21, 1978.

“**Bonds**” shall mean the Existing Parity Bonds, the Project Bonds and any Additional Bonds issued hereunder.

“**Closing Date**” shall mean the date on which the Project Bonds are delivered to the Government in accordance with this resolution.

“**Consulting Engineer**” shall mean such engineering firm or individual engineer as may be employed by the Authority as Consulting Engineer in accordance with Section 6.6.

“**County**” shall mean Greensville County, Virginia.

“**Government**” shall mean the United States of America, acting through Rural Utilities Service, United States Department of Agriculture, its successors and assigns.

“**Maximum Amount**” shall mean \$22,153,000.

“**Operating Expenses**” shall mean the reasonable and necessary expenses of operation, administration, maintenance and repair of the System, excluding any allowance for depreciation, the deposits or transfers to the Debt Service Fund or the Reserve Fund required hereunder, and expenditures for capital improvements or extensions to the System.

“**Project**” shall mean the construction and equipping of a raw water reservoir, new intake and pump station on the Nottoway River for the System, substantially as described in plans and specifications prepared by the Consulting Engineer as now or hereafter approved by the Government.

“**Project Bonds**” shall mean the Authority’s water revenue bonds issued pursuant to this resolution.

“**Revenues**” shall mean all Revenues, income, and receipts now or hereafter derived or received by, or otherwise credited to, the Authority for the use of or the services furnished by, or for the benefit from, the System, including the interest income from the investment or deposit of money in any fund created by this resolution or a supplemental resolution in connection with the System, but “Revenues” shall not mean or include any customer deposits held by the Authority until such deposits become the property of the Authority.

“**System**” means all plants, systems, facilities, equipment or property, including but not limited to the Project, owned, operated or maintained by the Authority and used in connection with the collection, supply, treatment, storage or distribution of water.

ARTICLE II

Authorization of Project

Section 2.1. The Project. In order to provide water service in the County, the construction and equipping of the Project is hereby authorized. The Project may be modified by the Authority; provided, however, that any modification that affects any portion of the Project financed with proceeds of the Project Bonds shall have been approved and recommended in writing by the Consulting Engineer and the Government and nothing herein shall limit the provisions of any agreements executed in connection with the financing of any other portion of the Project.

Section 2.2. Project Made Part of System. All improvements, extensions, additions and replacements constituting the Project financed in part or in whole by the issuance of the Project Bonds shall be a part of the System.

ARTICLE III

Authorization, Form, Execution, Delivery, Registration and Prepayment of Project Bond

Section 3.1. Authorization of Project Bonds. Pursuant to the Act, there is hereby authorized to be issued and sold one or more water revenue bonds of the Authority in a principal amount not to exceed the Maximum Amount (the "Project Bonds"), to provide funds, together with other available funds, to finance the cost of the Project.

Section 3.2. Award of Project Bonds. After mature consideration of the methods of sale of such bonds and current conditions of the municipal bond market, it is hereby determined that it is in the best interest of the Authority and the County for the Authority to accept the offer of the Government to purchase the Project Bonds upon certain terms and conditions set forth in the Government's letter dated June 22, 2016, a copy of which has been presented to the Authority at the meeting at which this resolution is adopted. Such offer is hereby accepted, and the Authority hereby agrees to meet such terms and conditions.

Section 3.3. Details of the Project Bonds.

(a) The Project Bonds shall be issued as one or more bonds in the aggregate principal amount, and shall bear interest at the rates, determined in accordance with subsection (b) below. The Project Bonds shall be in fully registered form, and shall be dated the date of the Closing Date. The principal of and interest on the Project Bonds shall be due and payable in the amounts and on the dates established in accordance with subsection (b) below.

(b) Each of the Chairman and Vice Chairman of the Authority is hereby authorized to determine and approve all of the other final details of the Project Bonds, including, but not limited to, its description and series designation, dated date, original principal amount,

interest rate or rates and payment dates of interest, the payment dates of principal, and the amount of each principal payment; provided, however that:

- (i) the original aggregate principal amount of the Project Bonds shall not exceed the Maximum Amount;
- (ii) no interest rate on the Project Bonds shall exceed 2.25% per annum; and
- (iii) the due date of the last installment of principal is not later than 40 years after the date of the Project Bonds.

Such officer's determination and approval of the final details of the Project Bonds shall be evidenced conclusively by such officer's execution and delivery of the Project Bonds in accordance with Sections 3.6 and 3.9 hereof.

(c) Any payment on the Project Bonds shall be applied first to interest accrued to the payment date and then to principal. Installments shall be payable in lawful money of the United States of America by check or draft mailed to the registered owner of the Project Bonds at its address as it appears on the registration books, except that the final installment on the Project Bonds shall be payable upon presentation and surrender of the Project Bonds at the office of the Secretary-Treasurer of the Authority who is hereby appointed Registrar.

Section 3.4. Alternate Provisions. At the request of the Government, the Project Bonds may be delivered as fully registered bonds in the alternative form contained herein providing for principal advances to be made from time to time by the Government in aggregate amounts not to exceed the face amounts of the Project Bonds. An authorized officer of the Government shall enter the amount and the date of each such principal advance on the Certificate of Principal Advances attached to the Project Bonds when the proceeds of such advance are delivered to the Authority. Each such principal advance shall bear interest from the date of such advance so entered on the certificate.

Section 3.5. Prepayment. Installments of principal due on the Project Bonds may be prepaid at the option of the Authority at any time as a whole or in part from time to time (but if in part, in inverse order of their maturities), without premium, from any proceeds of the Project Bonds remaining after completion of the Project, any proceeds derived by the Authority from the sale or other disposition of a portion of the System, including the proceeds of insurance or condemnation awards, or any other source. Notwithstanding the above, the Authority may at any time deliver moneys to the Government with instructions that such moneys be credited against future installments due on the Project Bonds in inverse chronological order. Prepayments shall not affect the obligation of the Authority to pay the remaining installments payable as provided in the Project Bonds.

Section 3.6. Execution of Project Bonds. The Project Bonds shall be signed by the Chairman or Vice Chairman of the Authority and the Authority's seal shall be affixed thereto and attested by the Authority's Director or Secretary-Treasurer.

Section 3.7. Form of Project Bonds. The Project Bonds shall be in substantially the form of Exhibit A attached hereto.

Section 3.8. Registration and Exchange of Project Bonds. Transfer of the Project Bonds may be registered upon books maintained for that purpose at the office of the Registrar. Prior to due presentment for registration of transfer the Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner.

Section 3.9. Delivery of Project Bonds. The Chairman, Vice Chairman, Director and the Secretary-Treasurer of the Authority are hereby authorized and directed to take all proper steps to have the Project Bonds prepared and executed in accordance with its terms and to deliver the Project Bonds to the Government upon payment of the purchase price therefor or upon the Government's agreement to disburse the principal thereof to the Authority.

ARTICLE IV

Revenues and Funds

Section 4.1. Revenue Covenants. It is hereby covenanted and agreed with the holders of the Project Bonds that so long as any of the Project Bonds are outstanding the Authority will:

(a) fix, charge and collect such rates, fees and other charges to users of or for the services furnished by the System and from time to time revise such rates, fees and charges so as to produce sufficient Revenues in each fiscal year to equal an amount required to pay (i) the Operating Expenses which shall accrue or become payable during the then current fiscal year and (ii) the amounts required by Section 4.3 to be paid during the then current fiscal year into the Debt Service Fund and Reserve Fund;

(b) apply the Revenues as provided in Section 4.3; and

(c) segregate and keep segregated from all other funds of the Authority all Revenues, and keep proper records and accounts therefor, separate and apart from all other records and accounts of the Authority.

Section 4.2. Free Service; Enforcement of Charges.

(a) So long as any of the Project Bonds are outstanding the Authority shall not permit connections to or use of the System or provide any services of the System without making a charge therefor.

(b) If any rates, fees or charges for the use of and for the services furnished by the System shall not be paid within 60 days after the same shall become due and payable, or within such shorter time as may be determined by the Authority, at the expiration of such period the Authority shall disconnect the premises from the System or otherwise suspend service to such premises until such delinquent rates, fees or charges and any interest, penalties or charges for

reconnection shall have been paid in full; provided, however, that such services shall not be suspended if the State Health Commissioner shall have found and shall certify to the Authority that suspending such services will endanger the health of the persons occupying such premises or the health of others.

(c) The Authority shall take all such action as may be necessary to perfect liens upon real estate for the amount of any unpaid rates, fees, or charges described in Section 4.2(b) above or any unpaid connection charges or other charges so that such liens will be binding upon subsequent bona fide purchasers for valuable consideration without actual notice thereof.

Section 4.3. Funds. The funds described below are, to the extent not previously established by the Authority, hereby established to be held by the Authority for the following purposes:

Construction Fund: Simultaneously with the delivery of the Project Bonds, the proceeds from the sale thereof shall be deposited in the Construction Fund and shall be applied to the cost of the Project, unless the Project Bonds are issued in the alternative form providing for periodic advances, in which case the amount of any such advance may be immediately applied to the cost of the Project. The Authority shall preserve at its office accurate records available at all times which show that payments from the Construction Fund or, if applicable, advances under the Project Bonds were made solely to pay costs of the Project. Any balance remaining in the Construction Fund shall, at the option of the Authority, be used to prepay installments of principal and interest on the Project Bonds or shall be transferred to the Reserve Fund.

Revenue Fund: All Revenues shall be collected and, so far as may be practicable, deposited not less frequently than weekly in the Revenue Fund. Moneys on deposit in the Revenue Fund shall be used only in the manner and priority set out below.

Debt Service Fund: Each month the Authority shall transfer from the Revenue Fund to the Debt Service Fund an amount equal to the installments of interest or principal and interest, as the case may be, coming due on the Project Bonds that month. If there should be insufficient moneys in the Revenue Fund and the Reserve Fund for this purpose, the deficit shall be added to the required payment for the month or months next ensuing until such deficit is eliminated. When the balances in the Debt Service Fund and the Reserve Fund shall equal the principal of and interest on the Project Bonds then outstanding to their respective maturities, no further transfers to the Debt Service Fund shall be required. The Authority shall pay installments of principal and interest on the Project Bonds from the Debt Service Fund as the same become due.

Operation and Maintenance Fund: Each month, after making the transfer to the Debt Service Fund required above, the Authority shall transfer from the Revenue Fund to the Operation and Maintenance Fund such amount, if any, needed to increase the balance in the Operation and Maintenance Fund to the sum of (a) the amount of the Operating Expenses for the current month and (b) the aggregate amount of all checks outstanding and unpaid drawn upon the Operation and Maintenance Fund. Each month the Authority shall pay from the Operation and Maintenance Fund all Operating Expenses for the then current month.

Reserve Fund: Each month, after making the transfers to the Debt Service Fund and the Operation and Maintenance Fund required above, the Authority shall transfer an amount equal to 10% of monthly installments of principal and interest on the Project Bonds from the Revenue Fund to the Reserve Fund, until there has been accumulated and maintained therein an amount equal to twelve (12) such installments, after which no further deposits shall be required except to eliminate any deficiency in the Reserve Fund. The Reserve Fund shall be used, with the prior written approval of the Government, to make transfers to the Debt Service Fund to the extent necessary (a) to pay the principal of and interest on the Project Bonds as the same become due in the event the balance on the Debt Service Fund is insufficient therefor, (b) to pay the cost of repairing or replacing any damage to the System, or (c) to pay the cost of extensions or improvements to the System.

Any balance remaining in the Reserve Fund each month, after the transfers to the Debt Service Fund, the Operation and Maintenance Fund and the Reserve Fund are made as required above, may be used by the Authority, with the Government's consent, for any lawful purpose related to the System.

Section 4.4. Pledge of System Revenues. All Revenues and all moneys in the Construction Fund, the Debt Service Fund, the Operation and Maintenance Fund and the Reserve Fund shall be trust funds and are hereby pledged to the payment of the principal of, premium, if any, and interest on the Bonds for the equal and ratable benefit of all present and future owners of the Bonds, without preference, priority or distinction of any Bond over any other Bond, subject only to the right to make application thereof to other purposes as provided in this Resolution. The lien of the pledge of Revenues securing the Project Bonds is intended to be on parity with the lien of the pledge of any Revenues securing the following bonds issued by the Authority:

\$235,629 Water and Sewer System Revenue Bond, Series 2003;

\$4,435,000 Water and Sewer System Revenue Refunding Bond, Series 2010;

\$1,640,000 Water and Sewer System Revenue Bond, Series of 2011;

\$2,105,000 Water and Sewer System Revenue Refunding Bond, Series 2013;

\$2,540,000 Water and Sewer System Revenue Refunding Bond, Series 2014; and

any additional bonds issued by the Authority prior to or on the Closing Date that are secured by the Revenues of the System, to the extent that either the holders of such bonds consent in writing to such parity or that such parity is otherwise obtained in accordance with the terms and provisions of any resolutions or agreements governing the issuance of such bonds (collectively, the "Existing Parity Bonds").

Section 4.5 Limited Obligation. Both principal and interest on the Project Bonds are payable solely from the Revenues pledged hereby, and nothing in this resolution or in the Project Bonds shall be deemed to create or constitute an indebtedness of or a pledge of the faith and credit

of the Commonwealth of Virginia or any county, city, town or other political subdivision of the Commonwealth.

Section 4.6. Security for Deposits. All moneys on deposit with any bank or trust company shall be secured for the benefit of the Authority and the holder of the Bonds in the manner required by the Virginia Security for Public Deposits Act (Chapter 44, Title 2.2, Code of Virginia of 1950, as amended) or any successor provision of laws.

Section 4.7. Investment of Funds. All moneys in the Construction Fund, Revenue Fund, the Operation and Maintenance Fund, the Debt Service Fund, and the Reserve Fund not immediately necessary for the purposes thereof may be invested by the Authority in securities and deposits which are authorized by the laws of the Commonwealth of Virginia for public funds, all of which shall mature or be subject to redemption or withdrawal by the holder or depositor for the purposes of the aforesaid funds. Any such investments shall be considered a part of such funds and the accounts therein and income therefrom and any profit or loss on the sale thereof shall be credited to or charged against such funds and accounts.

ARTICLE V

Additional Bonds

Section 5.1. Issuance of Additional Bonds. The Authority may issue additional bonds secured on a parity with the Bonds then outstanding by a pledge of the Revenues of the System (the "Additional Bonds") to finance the cost of completing the Project or the acquisition or construction of improvements, extensions, additions and replacements to the System or to refund any Bonds. Additional Bonds shall be in such form, shall be dated such date, shall mature in such installments of principal and interest, shall bear interest at such rate or rates, shall be in such denomination or denominations and may contain such provisions for prepayment prior to their respective maturities, all as provided by the Authority by resolution adopted prior to their issuance. Additional Bonds shall contain an appropriate series designation.

Section 5.2. Conditions of Issuance. The Authority shall not issue any Additional Bonds unless there shall have been filed with the Authority and, if the Government is the owner of the Project Bonds or of any Additional Bonds, with the Government, the following:

(a) a certified copy of a resolution of the Authority in form complying with the foregoing provisions specifying or providing for all the terms of the Additional Bonds and, if applicable, stating the cost of the acquisition or construction of any improvements, extensions, additions and replacements to the System to be acquired or constructed and finding and ordering that such improvements, extensions, additions and replacements shall be a part of the System;

(b) a certified copy of a resolution of the Authority awarding the Additional Bonds, specifying or providing for the interest rate or rates and directing the delivery of such Additional Bonds to the purchaser named therein upon payment of the purchase price set forth therein;

(c) if the Additional Bonds are to be issued to complete the Project, a certificate of the Consulting Engineer to that effect;

(d) if the Additional Bonds are to be issued for any purpose other than the refunding of the Bonds or the completion of the Project, either (i) a certificate of an independent certified public accountant stating that the amount of the Revenues less Operating Expenses for the fiscal year preceding the year in which the proposed Additional Bonds are to be issued was not less than one hundred twenty percent (120%) of the average annual principal and interest requirements for the Bonds then outstanding and the Additional Bonds to be issued, or (ii) the written consent of the holders of three-fourths in aggregate principal amount of the Project Bonds outstanding;

(e) a certificate of the Authority, signed by the Chairman or Vice Chairman of the Authority, that the Authority is in compliance with all covenants and undertakings in connection with this resolution and any supplemental resolution authorizing Additional Bonds which remain outstanding;

(f) if the Project Bonds or any Additional Bonds are held by the Government, the written consent of the Government to the issuance of the Additional Bonds; and

(g) the written opinion or opinions of counsel for the Authority stating that the issuance of the Additional Bonds has been duly authorized and that all conditions precedent to their delivery have been fulfilled.

ARTICLE VI

Covenants

Section 6.1. Refinancing. The Authority shall refinance the unpaid principal balance of the Project Bonds upon the request of the Government if at any time it shall appear to the Government that the Authority is able to do so with funds obtained from responsible private sources at reasonable rates and terms for loans for similar purposes and periods of time.

Section 6.2 Payment of Project Bonds. The Authority shall pay promptly, as provided herein, the principal of and interest on the Project Bonds, but such principal and interest shall be payable solely from the Revenues pledged herein, and nothing in the Project Bonds or in this resolution shall be deemed to create or constitute a general obligation of or a pledge of the faith and credit of the Commonwealth of Virginia or of any county, city, town or other political subdivision of the Commonwealth.

Section 6.3. Construction of Project. The Authority shall obtain all approvals, permits and consents required by law as a condition precedent to the acquisition, construction, development and operation of all parts of the Project and shall complete the construction of the Project in a sound and economical manner and in conformity with all applicable requirements of the Government and all other governmental authorities and do all acts and things necessary and reasonable so that the Authority may begin to collect Revenues from the Project at the earliest practicable time.

Section 6.4. Operation and Maintenance. The Authority shall operate the System in an efficient and economical manner, maintain the same in good condition and make all necessary repairs, replacements and renewals. All compensation, salaries, fees and wages paid by it in connection with the operation, maintenance and repair of the System shall be reasonable. The Authority shall observe and perform all of the terms and conditions contained in the Act and comply with all applicable state and federal laws.

Section 6.5. Competition. The Authority shall not operate or assent to the operation of any utility service in competition with the System.

Section 6.6. Consulting Engineer. At the request of the Government, the Authority shall employ as Consulting Engineer an engineering firm or individual engineer of recognized standing and experience in the field of civil engineering registered in the Commonwealth of Virginia, whose duties shall include supervision of the construction of the Project and advice as to proper operation, maintenance and repair of the System.

Section 6.7. Sale or Encumbrance. The Authority shall not sell, transfer, lease or otherwise encumber the System or any portion thereof, nor permit others to do so, without the prior written consent of the Government.

Section 6.8. Title to Lands. All parts of the System shall be located on lands to which title in fee simple or over which valid perpetual easements, in either case sufficient for the purposes of the System, are owned by the Authority.

Section 6.9. Records and Reports. The Authority shall establish and maintain such books and records relating to the operation of the System and its financial condition and provide for an annual audit, all in such manner as may be required by the Government. Copies of all such audits shall be submitted to the Government as soon as they are obtained by the Authority. The Authority shall prepare and submit to the Government such additional information and reports as the Government may from time to time reasonably require.

Section 6.10. Access to Books and System. The Authority shall provide to the Government at all reasonable times access to all books and records relating to the System and access to the property of the System so that the Government may ascertain that the Authority is in compliance with all the provisions of this resolution and all other instruments incident to the purchase of the Project Bonds by the Government.

Section 6.11. Insurance. The Authority shall acquire and maintain such insurance coverage as may be required by the Government, including without limitation:

- (a) public liability insurance with limits acceptable to the Government;
- (b) workers' compensation insurance on all employees of the Authority in accordance with the laws of the Commonwealth of Virginia.
- (c) fidelity bonds on all officers and employees of the Authority entrusted with

the receipt or disbursement of funds of the System in an amount not less than the maximum amount of annual debt service on the Bonds and any other debt of the Authority to the Government, with the Authority naming the Government as a co-obligee;

(d) flood insurance covering all structures forming a part of the System located in any designated special flood or mudslide-prone areas; and

(e) real property insurance (including fire and extended coverage) to the extent of their insurable value, on all above-ground structures, including machinery and equipment housed therein, but not including water reservoirs, standpipes, elevated tanks or noncombustible materials used in treatment plants, clearwells, filters and the like.

ARTICLE VII

Defaults and Remedies

Section 7.1. Default and Remedies. Upon default by the Authority (a) in the payment of principal of or interest on the Project Bonds, (b) in the performance of any covenant or agreement contained in the Project Bonds or in this resolution or (c) upon the occurrence of certain events of bankruptcy of the Authority, the holder of the Project Bonds at its option may:

(a) declare the entire unpaid principal amount of the Project Bonds then outstanding and accrued interest thereon to be immediately due and payable;

(b) incur and pay such reasonable expenses for the account of the Authority as may be necessary to cure the cause of any default;

(c) proceed to protect and enforce its rights under the Project Bonds and this resolution by a suit, action or special proceeding at law or in equity, either for the specific performance of any covenant or agreement or execution of any power or for the enforcement of any proper legal or equitable remedy as may be deemed most effectual to protect and enforce such rights, including, without limitation, the fixing of rates and the collection and proper application of the Revenues of the System and the appointment of a receiver having full power to administer and operate the System.

Section 7.2. Remedies Cumulative. No remedy conferred hereby is intended to be exclusive of any other remedy, and every remedy shall be cumulative and in addition to every other remedy herein or now or hereafter existing in equity, at law or by statute.

ARTICLE VIII

Miscellaneous

Section 8.1. Authority of Officers and Agents. The officers and agents of the Authority shall do all acts and things required of them by this resolution, the Project Bonds, and

the Act for the complete and punctual performance of all the terms, covenants and agreements contained therein.

Section 8.2. Conditions Precedent. Upon the issuance of the Project Bonds, all acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia or this resolution to happen, exist and to be performed precedent to or in the issuance of the Project Bonds shall have happened, exist and have been performed.

Section 8.3. Severability. If any court of competent jurisdiction shall hold any provision of this resolution to be invalid or unenforceable, such holding shall not invalidate any other provision of this resolution.

Section 8.4. Successors and Assigns. All the covenants, stipulations, promises and agreements of the Authority contained in this resolution shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

Section 8.5. Headings. Any headings in this resolution are solely for convenience of reference and shall not constitute a part of the resolution nor shall they affect its meaning, construction or effect.

Section 8.6. Incorporation of Recitals. The recitals in the “whereas” clauses above are hereby found and determined to be a part of this resolution.

Section 8.7. Trust Funds. In accordance with Section 15.2-5140 of the Act, any officer to whom, or any bank, trust company or other fiscal agent to which, moneys received pursuant to the Act are paid shall act as trustee of such moneys and shall hold and apply the same for the purposes provided in the Act, subject to such regulations as this resolution may provide.

Section 8.8. Filing of Resolution. The Secretary-Treasurer of the Authority is directed to file a certified copy of this resolution with the Circuit Court of Greensville County, Virginia, pursuant to section 15.2-5126 of the Act.

Section 8.9. Effective Date. This resolution shall take effect immediately.

CERTIFICATION

The undersigned Secretary-Treasurer of the Greenville County Water and Sewer Authority hereby certifies that the foregoing constitutes a true, correct and complete copy of a Resolution adopted by the Greenville County Water and Sewer Authority at a meeting duly called and held on July 18, 2016, with the members present and absent and voting on the Resolution as set forth below, that such meeting was duly convened and held in all respects in accordance with law, and that the foregoing Resolution has not been repealed, revoked, rescinded or amended.

<u>Member</u>	<u>Present/Absent</u>	<u>Vote</u>
Raymond L. Bryant, Jr.		
Michael W. Ferguson		
Margaret T. Lee		
Peggy R. Wiley		

WITNESS, my hand and the seal of the Greenville County Water and Sewer Authority, this ____ day of July, 2016.

**GREENSVILLE COUNTY WATER AND
SEWER AUTHORITY**

By: _____
Secretary-Treasurer

No. R-__

\$ _____

UNITED STATES OF AMERICA

COMMONWEALTH OF VIRGINIA

GREENSVILLE COUNTY WATER AND SEWER AUTHORITY

Water Revenue Bond, Series 2016[B][C][D]

Dated: _____

The Greensville County Water and Sewer Authority (the "Authority"), for value received, hereby promises to pay, solely from the Revenues described and pledged in the Bond Resolution, as hereafter defined, to the payment hereof, to the United States of America, or registered assigns, the principal sum [equal to the aggregate amount of principal advances shown on the attached Certificate of Principal Advances, but not to exceed the sum¹] of

_____ DOLLARS
(\$ _____)

and to pay, solely from such source, to the registered owner hereof interest on the unpaid principal from the date [hereof] [of each principal advance shown on the attached Certificate of Principal Advances] until payment of the entire principal sum at the rate of _____ percent (____%) per year. Interest only is payable on _____, and on _____. Installments of combined principal and interest of \$_____ are payable beginning _____, and continuing on the same day of each month thereafter until the principal of this bond is paid in full. Any payment on this bond shall be applied first to interest accrued to such payment date and then to principal. If not sooner paid, the final installment shall be due and payable 40 years from the date hereof. Such installments shall be payable in lawful money of the United States of America by check or draft mailed to the registered owner at its address as it appears on the registration books kept for that purpose at the office of the Authority's Secretary who has been appointed Registrar, except that the final installment shall be payable upon presentation and surrender hereof at the office of the Registrar.

This bond has been authorized pursuant to a resolution duly adopted by the Authority on July 18, 2016 (the "Bond Resolution"), and is issued pursuant to the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia of 1950, as amended) (the "Act"), to provide funds, together with other available funds, to finance the construction and equipping of a raw water reservoir, new intake and pump station on the Nottoway River for the "System," as defined in the Bond Resolution. Reference is hereby made to the Bond Resolution and any

¹Alternative language to be used if the Government requests provision for principal advances.

amendments thereto for the provisions, among others, describing the pledge and covenants securing this bond, the nature and extent of the security, the terms and conditions upon which this bond is issued, the rights and obligations of the Authority and the rights of the bondholder. Capitalized terms used in this bond and not otherwise defined have the meanings given them in the Bond Resolution.

Both principal of and interest on this bond are payable solely from the Revenues of the System pledged thereto in the Bond Resolution. NEITHER THE COMMONWEALTH OF VIRGINIA NOR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE AUTHORITY, IS DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND OR OTHER COSTS INCIDENT THERETO OR TO LEVY ANY TAXES THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT EXCEPT FROM THE FUNDS OF THE AUTHORITY PLEDGED FOR SUCH PURPOSE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF VIRGINIA OR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE AUTHORITY, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND OR OTHER COSTS INCIDENT HERETO. THIS BOND SHALL NOT CONSTITUTE AN INDEBTEDNESS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION. THE AUTHORITY HAS NO TAXING POWER.

The lien of the pledge of Revenues securing the payment of this bond is on parity with the lien of a pledge of System Revenues securing the following bonds issued by the Authority:

\$235,629 Water and Sewer System Revenue Bond, Series 2003;

\$4,435,000 Water and Sewer System Revenue Refunding Bond, Series 2010;

\$1,640,000 Water and Sewer System Revenue Bond, Series of 2011;

\$2,105,000 Water and Sewer System Revenue Refunding Bond, Series 2013; and

\$2,540,000 Water and Sewer System Revenue Refunding Bond, Series 2014²

This bond is fully registered as to both principal and interest in the name of United States of America. Transfer of this bond may be registered upon the registration books of the Registrar. Prior to due presentment for registration of transfer the Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner.

Additional bonds secured equally and ratably with this bond may be issued from time to time under the conditions, limitations and restrictions set forth in the Bond Resolution.

2 Additional parity bonds to be included if issued on or before the Closing Date.

Installments of principal due on this bond may be prepaid at the option of the Authority at any time as a whole or in part from time to time (but if in part, in inverse order of their maturities), without premium. Prepayments of installments of principal shall not affect the obligation of the Authority to pay the remaining installments payable as provided above.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this bond have happened, exist and have been performed.

IN WITNESS WHEREOF, the Greenville County Water and Sewer Authority has caused this bond to be signed by its Chairman, its seal to be affixed hereon and attested by its Secretary-Treasurer, and this bond to be dated the date set forth above.

**GREENSVILLE COUNTY WATER
AND SEWER AUTHORITY**

By _____
Chairman, Greenville County
Water and Sewer Authority

(SEAL)

ATTEST:

Secretary-Treasurer, Greenville County
Water and Sewer Authority

CERTIFICATE OF PRINCIPAL ADVANCES³

The amount and date of principal advances not to exceed the face amount hereof shall be entered hereon by an authorized officer of the United States of America, when the proceeds of each such principal advance are delivered to the Authority.

<u>Amount</u>	<u>Date</u>	<u>Authorized Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

³Certificate of Principal Advances to be used if the Government requests provision for principal advances.

RUS Bulletin 1780-7

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

LEGAL SERVICES AGREEMENT

This agreement made this 8th day of July,
2016 between Greensville County Water and Sewer Authority,

a political subdivision of the Commonwealth of Virginia
(sponsors) (organizing committee) (Name of organization)

hereinafter referred to as "Owners," and Russell O. Slayton, Jr.,

attorney at law, of Slayton & Clary, Lawrenceville, VA, hereinafter referred
to as "Attorney":

WHEREAS, Owners ~~are intending to~~ have formed _____ ("public water supply
district,"

Greensville County Water and Sewer Authority
"public service district," "not for profit corporation," or

_____, a political subdivision of the
other official designation) ("body politic," "municipal

Commonwealth of Virginia
corporation," "nonprofit corporation," or other organization)

in _____ County of Greensville, Virginia

under the provisions of Virginia Water and Waste
(Cite statute(s) under which applicant will be

Authorities Act, Code of Virginia of 1950, as amended; and
organized)

WHEREAS, the Attorney agrees to perform all legal services necessary to ~~organize and~~
~~incorporate said~~ for the construction of a _____

water reservoir and intake structure under the provisions of

said statutes and to perform all other customary legal services necessary to the organization, financing, construction, and initial operation of water reservoir and intake system;

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - LEGAL SERVICES

That the Attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

~~1. Preparation and filing of petition for incorporation and supervision and assistance in the taking of such other actions as may be necessary or incidental to cause the Owners to become duly organized and incorporated and to be authorized to undertake the proposed system.~~

2. Furnish advice and assistance to the governing body of the duly incorporated association in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction, and initial operation of the system; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the system; (f) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Rural Utilities Service, U. S. Department of Agriculture; (g) entering into construction contracts; (h) preparation and adoption of By-Laws, Rules and Regulations, and rate schedules; (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.

3. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.

~~4. Preparation, negotiation, or review of contract with a city or other source of water supply when necessary.~~

5. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water supply, pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recordation thereof.

6. Obtain necessary permits and certificates from county and municipal bodies, from State regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.

7. Cooperate with the engineer employed by Owners in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.

8. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. ~~The attorney shall pay all bond counsel in perfecting the financing aspects, e.g., assessment procedures and completion of documents.~~ Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.

SECTION B - COMPENSATION

1. Owners will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:

Attorney shall bill on a monthly basis for services rendered in connection with project.

Said fees to be payable in the following manner and at the following times:

Fees shall be paid within 30 days of receipt.

Owners have retained Christian & Barton, L.L.P. as bond counsel and to prepare financial documents concerning the project. Attorney cannot certify as to any fee arrangement between owners and bond counsel.

SECTION C - OTHER PROVISIONS

~~1. That upon organization and incorporation the association shall by appropriate resolution adopt and ratify this Agreement, that the association shall be substituted for the individual Owners as a party to this Agreement and that the Owners as individuals shall be relieved of all personal liability existing or arising from this Agreement.~~

~~2. That upon organization and incorporation should the association fail or refuse to adopt and ratify this Agreement by appropriate resolution within _____ days from the date of the commencement of its legal existence this Agreement shall terminate and Owners shall be liable to the attorney for payment of \$_____ which sum represents payment in full for the organization and incorporation of the association and for all other legal services rendered to Owners under the terms of this Agreement to the date of said termination.~~

Attorney:

Russell O. [Signature]

Owners:

