



**BOARD OF SUPERVISORS
BUSINESS MEETING
Tuesday, July 18, 2023 - 7:00 PM**

**Board Meeting Room
39 Bank Street, SE,
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. June Board Meeting Minutes Approval (Staff Contact: Kaylyn McCluster)
 - b. MVP Southgate Project FERC Extension Support Letter Submission Ratification (Staff Contact: Kaylyn McCluster)
 - c. County's 2023 June Bill List Approval (Staff Contact: Kim VanDerHyde)
 - d. Water Tank Maintenance Contract Cancellations/Re-bid Approvals (3) (Staff Contact: Chris Adcock)
 - e. Solid Waste Equipment Lease Approval (Staff Contact: Connie Gibson)
 - f. Solid Waste 2024 Roll-Off Truck Purchase Approval (Staff Contact: Connie Gibson)
 - g. FY 2024 Fire and Rescue Service Agreement Approval (Staff Contact: Christopher Key)
 - h. 2023 Virginia Rules Summer Camp Grant Acceptance Approval (Staff Contact: Michael Taylor)
 - i. Certificates of Appreciation Approval (Retirements; Pamela Holley; Kelly Agnor) (Staff Contact: William Ingram)

- j. Deferral of Public Hearing Request (Southside Investing, LLC Rezoning Application) Approval (Staff Contact: Emily Ragsdale)
- k. Resolution # 2023-07-01 (Supporting the Operational Framework for a Water Main Extension to the VIR Campus) Approval (Staff Contact: Stuart Turille)

8. PRESENTATIONS

- a. General Presentations (Board of Supervisors); (if any)

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.

- 1. Public Hearing: Case R-23-015; Wayne and Sandra Troxler; Rezoning from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District. The Planning Commission recommended, by a 6-0 vote, with no opposition, that the Petitioners' request be granted with the offered proffers (Supervisor Dalton). (Staff Contact: Emily Ragsdale)

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: Pittsylvania County Code Amendments (RPD); (PCC §§ 35-295, -296, -298, -301, and -305) (Staff Contact: Emily Ragsdale)

11. **UNFINISHED BUSINESS**
12. **NEW BUSINESS**
13. **MATTERS FROM WORK SESSION (IF ANY)**
14. **BOARD MEMBER REPORTS**
15. **COUNTY ADMINISTRATOR REPORTS**
16. **ADJOURNMENT**



**BOARD OF SUPERVISORS
EXECUTIVE SUMMARY**

Action Item

Agenda Title:	June Board Meeting Minutes Approval		
Staff Contact(s):	Kaylyn McCluster		
Agenda Date:	July 18, 2023	Item Number:	7.a.
Attachment(s):	1.	06-20-2023 Work Session - DRAFT	
	2.	06-20-2023 Business Meeting - DRAFT	
Reviewed By:	JVH		

SUMMARY:

For the Board's review and consideration, attached are the following June Board Meeting Minutes:

- (1) 06/20/2023 Work Session; and
- (2) 06/20/2023 Business Meeting.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board approve the June Board Meeting Minutes as attached and presented.

MOTION:

"I make a Motion approving the June Board Meeting Minutes as attached and presented."

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS'
WORK SESSION

June 20, 2023

VIRGINIA: The Pittsylvania County Board of Supervisors' ("Board") Work Session was held on June 20, 2023, in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia 24531.

CALL TO ORDER (3:00 PM)

Dalton called the Meeting to Order at 3:00 PM.

ROLL CALL

The following Board Members were present:

Darrell W. Dalton - Chairman, Callands-Gretna District
Timothy W. Dudley - Vice-Chairman, Staunton River District
William V. ("Vic") Ingram - Tunstall District
Ronald S. Searce - Westover District
Robert M. Tucker, Jr. - Banister District
Robert ("Bob") W. Warren - Chatham-Blairs District

APPROVAL OF AGENDA

Motion to approve Agenda.

RESULT: 6-0 (Approved)
MOVER: Tucker
SECONDER: Warren
AYES: Dalton, Tucker, Warren, Searce, Dudley, Ingram
NAYS: None
ABSTAIN: None

PRESENTATIONS

a. RiverStreet Broadband Project Update

Zach Church ("Church"), RiverStreet Networks' Director of Engineering, provided the Board an update on RiverStreet's County Broadband Project. He stated the fiber design is seventy-five percent (75%) complete, property acquisition is one hundred percent (100%) complete, staking of the County is forty-five (45%) complete, VDOT Land Use Permits, Right of Ways, and Easements are forty percent (40%) complete, and construction is currently underway in Sandy Level, Renan, and Java. Church's full presentation can be found on the County's website at www.pittsylvaniacountyva.gov.

CLOSED SESSION

Motion to enter Closed Session.

The Board entered Closed Session at 3:28 PM.

RESULT: 6-0 (Approved)
MOVER: Dudley

SECONDER: Ingram
AYES: Dalton, Tucker, Warren, Searce, Dudley, Ingram
NAYS: None
ABSTAIN: None

a. Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

(1) **Legal Authority:** Virginia Code § 2.2-3711(A)(3)
Subject Matters: Potential Real Property Acquisition for Public Purposes (Jail Land)
Purpose: Review/Discussion Regarding the Same

b. Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter.

(1) **Legal Authority:** Virginia Code § 2.2-3711(A)(8)
Subject Matter: OMD; Service Agreement Legal Review
Purpose: Consultation with Legal Counsel/Legal Advice and Discussion Regarding the Same

c. 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: Dan River Interim Board Representative Appointment
Purpose: Interviews/Review/Discussion of Same

d. Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.

(1) **Legal Authority:** Virginia Code § 2.2-3711(A)(5)
Subject Matter: Unannounced Prospective Businesses/Industries
Purpose: General Economic Development Projects Update/Discussion on the Same

RETURN TO OPEN SESSION & CLOSED SESSION CERTIFICATION

The Board returned to Open Session at 6:34 PM and the following Certification was recorded:

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS'
CLOSED MEETING CERTIFICATION

BE IT RESOLVED that at the Pittsylvania County Board of Supervisors' ("Board") Work Session on June 20, 2023, 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 ("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>
William V. ("Vic") Ingram	Yes
Ronald S. Scarce	Yes
Robert M. Tucker, Jr.	Yes
Robert ("Bob") W. Warren	Yes
Timothy W. Dudley	Yes
Darrell W. Dalton	Yes

ADJOURNMENT

Dalton adjourned the Meeting at 6:34 PM.

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS' BUSINESS
MEETING**

June 20, 2023

VIRGINIA: The Pittsylvania County Board of Supervisors' ("Board") Business Meeting was held on June 20, 2023, in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia 24531.

CALL TO ORDER (7:00 PM)

Dalton called the Meeting to Order at 7:00 PM.

ROLL CALL

The following Board Members were present:

Darrell W. Dalton - Chairman, Callands-Gretna District;
Timothy W. Dudley - Vice-Chairman, Staunton River District;
William V. ("Vic") Ingram - Tunstall District;
Ronald S. Scarce - Westover District;
Robert M. Tucker, Jr. - Banister District; and
Robert ("Bob") W. Warren - Chatham-Blairs District.

AGENDA ITEMS TO BE ADDED

Motion to add the following items to the Agenda:

- Dan River Interim Board Representative to the Agenda as item 13a under Matters from Work Session.

RESULT: 6-0 (Approve)
MOVER: Warren
SECONDER: Dudley
AYES: Dalton, Tucker, Warren, Scarce, Dudley, Ingram
NAYS: None
ABSTAIN: None

APPROVAL OF AGENDA

Motion to approve Agenda.

RESULT: 6-0 (Approve)
MOVER: Tucker
SECONDER: Dudley
AYES: Dalton, Tucker, Warren, Scarce, Dudley, Ingram
NAYS: None
ABSTAIN: None

CONSENT AGENDA

Motion to approve Consent Agenda.

RESULT: 6-0 (Approve)
MOVER: Ingram

SECONDER: Warren
AYES: Dalton, Tucker, Warren, Scarce, Dudley, Ingram
NAYS: None
ABSTAIN: None

- a. Board Meeting Minutes Approval
- b. July 3rd Work Holiday Approval
- c. Resolution # 2023-06-03 (Johnson Mill Road VDOT Rural Rustic Roads Designation) Adoption
- d. Pittsylvania County Sports Hall of Fame Congratulatory Induction Letters Transmission Approval
- e. County's 2023 May Bill List Approval
- f. CITAC Agreement Execution Approval
- g. Resolution # 2023-06-01 (Support for VDOT's Repair of 57 East Bridge) Adoption
- h. Resolution # 2023-06-02 (Declaring July 11 as Arlene Poindexter Davis Day in County) Adoption
- i. Certificate of Excellence (Taylor Grace Dodson; Schools' Pinnacle Award (Highest GPA in all Schools)) Approval
- j. Certificate of Excellence Approval (Jessica M. Jones; California Casualty Award for Teaching Excellence)
- k. Thompson Road Notice to Abandon Declaration Approval
- l. Service Weapon Purchase Approval (Captain Coleman)
- m. Janitorial Services Contract Award Approval
- n. Resolution # 2023-06-04 (Authorization for Submission of Equitable Access to Drinking Water Fund Application) Adoption
- o. Re-appointments (Library Board; DPCS)
- p. Appropriations Approvals for Grants/School Bus Lease
- q. Revised Danville/County Cost Sharing and Revenue Agreement for Megasite (Solar Siting Agreement Revenue Clarification) Approval

PRESENTATIONS

Ingram presented a Certificate of Excellence to Taylor Dodson, and the Board recognized her for receiving the Schools' Pinnacle Award for having the highest GPA in all County Schools.

Dudley and Tucker presented Resolution # 2023-06-02 to Arlene Poindexter Davis, declaring July 11th as Arlene Poindexter Davis Day in the County in honor of her years of service to the United States of America.

HEARING OF THE CITIZENS

Michael Kendrick, Tunstall District, shared his opposition to the proposed Axton housing project, and does not believe the infrastructure is as it should be for this type of project.

Irvin Moss, Westover District, also shared his opposition to the proposed Axton project and requested the Board listen to their constituents.

Lisa Hatcher, Tunstall District, stated there appears to be more in opposition to the proposed Axton housing project than there are in favor of it. She is concerned about how a project of this size could affect law enforcement, fire and rescue, hospitals, utilities, and more.

Kim Greer, Tunstall District, also shared her opposition to the Axton housing development.

Vanessa Scarce, Westover District, requested permission to speak for five (5) minutes from Dalton, and he granted her the extended time. She shared her concerns that citizens are not fully informed in this Country and that information has been deliberately withheld through the media. She stated one of the worst things to happen in the County was when the voice of the Board was taken away and there was a requirement to have a "Moment of Silence" instead of opening the meeting with prayer, and she requested that prayer be returned to County Board Meetings.

Jim Scarce, Westover District, spoke about the constitution and citizens' rights. He also spoke about Brightminds' previous reassessment and the additional structures that were found, and how this will give the County added tax revenue.

Stephanie Smith, Tunstall District, stated she is not against development at all, but the Axton housing project developer should be able to give the current community members a greater buffer than what has been presented. She shared her concerns about traffic and law enforcement response time.

Joshua Jennings, Chatham-Blairs District, stated he owns a business in the Tunstall District, and he feels the proposed Axton housing development would help small business owners in the County and this could be a game-changer for the County in many positive ways.

PUBLIC HEARINGS

Rezoning Public Hearings

1. Public Hearing: Case R-23-010; Samantha Wiles Lipscomb; Rezoning from A-1, Agricultural District, to RC-1, Residential Combined Subdivision District. The Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner's request be granted (Supervisor Tucker).

In Case R-23-010, Samantha Wiles Lipscomb ("Petitioner") has petitioned to rezone 1.997 acres from A-1, Agricultural District, to RC-1, Residential Combined Subdivision District (to allow the property to be consolidated with an adjacent parcel zoned RC-1). The subject property is located off State Road 997/Oleander Drive in the Banister Election District, and shown on the Tax Maps as part of GPIN # 2431-62-5738. Once the property is rezoned to RC-1, all uses listed under Pittsylvania County Code § 35-267 are permitted. On May 2, 2023, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioners' request be granted.

Dalton opened the Public Hearing at 8:11 PM. No one signed up to speak and Dalton closed the Public Hearing at 8:12 PM.

Motion to approve the rezoning of 1.997 acres from A-1, Agricultural District, to RC-1, Residential Combined Subdivision District, to allow property lines to be adjusted.

RESULT: 6-0 (Approve)
MOVER: Tucker
SECONDER: Dudley
AYES: Dalton, Tucker, Warren, Scarce, Dudley, Ingram
NAYS: None

ABSTAIN: None

2. Public Hearing: Case R-23-012; Joel Bryant; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner's request be granted (Supervisor Searce).

In Case R-23-012, Joel Bryant (“Petitioner”) has petitioned to rezone two (2) parcels, totaling 51.31 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (to allow the property to be used for agricultural purposes and allow for a second dwelling). The subject properties are located off State Road 1520/Mount Olivet Lane and State Road 724/Mill Creek Road, in the Westover Election District, and shown on the Tax Maps as GPIN #s 2308-87- 4127 and 2308-86-8894. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On May 2, 2023, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioners’ request be granted.

Dalton opened the Public Hearing at 8:13 PM. No one signed up to speak and Dalton closed the Public Hearing at 8:14 PM.

Motion to approve the rezoning of two (2) parcels, totaling 51.31 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow the property to be used for agricultural purposes and a second dwelling.

RESULT: 6-0 (Approve)
MOVER: Searce
SECONDER: Warren
AYES: Dalton, Tucker, Warren, Searce, Dudley, Ingram
NAYS: None
ABSTAIN: None

3. Public Hearing: Case R-23-013; Kermit King; Rezoning from A-1, Agricultural District, to R-1, Residential Suburban Subdivision District. The Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner's request be granted (Supervisor Ingram).

In Case R-23-013, Kermit King (“Petitioner”) has petitioned to rezone 0.52 acres from A-1, Agricultural District, to R-1, Residential Suburban Subdivision District (to allow the property to be consolidated with adjacent parcels zoned R-1). The subject properties are located on State Road 750/Strawberry Road in the Tunstall Election District, and shown on the Tax Maps as GPIN # 1473-90-3879. Once the property is rezoned to R-1, all uses listed under Pittsylvania County Code § 35-222 are permitted. On May 2, 2023, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioners’ request be granted.

Dalton opened the Public Hearing at 8:15 PM. King was present to represent the Petition. No one signed up to speak and Dalton closed the Public Hearing at 8:17 PM.

Motion to approve the rezoning 0.52 acres from A-1, Agricultural District, to R-1, Residential Suburban Subdivision District, to allow property lines to be adjusted.

RESULT: 6-0 (Approve)
MOVER: Ingram
SECONDER: Tucker

AYES: Dalton, Tucker, Warren, Scarce, Dudley, Ingram
NAYS: None
ABSTAIN: None

4. Public Hearing: R-23-014 Clyde Hall, Jr.; Rezoning from B-2, Business District, General, to R-1, Residential Suburban Subdivision District. The Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner's request be granted (Supervisor Warren).

In Case R-23-014, Clyde Hall, Jr. (“Petitioner”) has petitioned to rezone two (2) parcels, totaling 0.57 acres, from B-2, Business District, General, to R-1, Residential Suburban Subdivision District (to allow for the placement of an accessory structure). The subject properties are located on State Road 41/Franklin Turnpike and State Road 1166/Jackson Heights in the Chatham-Blairs Election District, and shown on the Tax Maps as GPIN #s 2410-43-2897 and 2410-43-1878. Once the property is rezoned to R-1, all uses listed under Pittsylvania County Code § 35-222 are permitted. On May 2, 2023, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner’s request be granted.

Dalton opened the Public Hearing at 8:19 PM. Hall was present to represent the Petition. No one signed up to speak and Dalton closed the Public Hearing at 8:20 PM.

Motion to approve the rezoning of two (2) parcels, totaling 0.57 acres, from B-2, Business District, General, to R-1, Residential Suburban Subdivision District, to allow for the placement of an accessory structure.

RESULT: 6-0 (Approve)
MOVER: Warren
SECONDER: Dudley
AYES: Dalton, Tucker, Warren, Scarce, Dudley, Ingram
NAYS: None
ABSTAIN: None

Other Public Hearings

1. PCC § 8-7 Revision (Tunstall Polling Location Change)

The current precinct located at Tunstall High School is located more than one (1) mile outside of the boundary and requires a location change. Registrar, Kelly A. Keesee, completed a site visit and has approval for the use of Mount Hermon Baptist Church (Fellowship Hall), located at 4385 Franklin Turnpike, Danville, Virginia 24540, as a polling location. This site-visit also met the accessibility requirements.

Dalton opened the Public Hearing at 8:22 PM. No one signed up to speak and Dalton closed the Public Hearing at 8:22 PM.

Motion to approve the revision to PCC § 8-7 as attached and presented.

RESULT: 6-0 (Approve)
MOVER: Warren
SECONDER: Ingram
AYES: Dalton, Tucker, Warren, Scarce, Dudley, Ingram

NAYS: None
ABSTAIN: None

MATTERS FROM WORK SESSION

a. Dan River Interim Board Representative

Motion to appoint Nancy Eanes as the Interim Dan River District Representative on the Board of Supervisors for the remainder of 2023.

RESULT: 3-1 (Approve)
MOVER: Dudley
SECONDER: Scarce
AYES: Warren, Scarce, Dudley
NAY: Ingram
ABSTAIN: Dalton, Tucker

BOARD MEMBER REPORTS

- Tucker thanked all County Staff for their work on this Meeting and recognized Ms. Davis again and thanked Dudley for spearheading this recognition. He mentioned Opal Lee, "the Grandmother of Juneteenth," and stated she has walked miles in a campaign to recognize Juneteenth. He also recognized the Sharswood Estate, as he attended its Juneteenth celebration.
- Dudley thanked everyone for coming out to the meeting and is so proud to be able to honor Ms. Davis. He thanked County Staff for everything they do, and also thanked the Board Members.
- Warren stated it was very appropriate to recognize Ms. Davis since her original recognition was during Covid. He also recognized Dodson for her Pinnacle Award and stated that we have wonderful students that come through our wonderful school system, and he hopes for continued change that allows these students to have something to come back home to. He thanked Eanes and Hite for their interest in serving on the Board. He also stated he has seen quite a bit of growth on the Board in 2023, and he looks forward to continuing to work together on decisions and reaching answers that are in the best interests of County citizens.
- Scarce congratulated Eanes for being appointed as the Interim Dan River District Representative.
- Ingram congratulated Eanes and thanked Hite for applying for the Interim Dan River seat and wished them both the best of luck moving forward. He recognized educators and stated there was a wonderful turn out at the meeting, and being able to agree to disagree is so important. He congratulated Dodson once more, and congratulated Hailey Yeatts on winning the Pittsylvania County Soil and Water scholarship as she heads to Virginia Tech. He shared sentiments on the passing of Doug Mason, and stated the Army is celebrating 248 years of service this month, and he thanked everyone for attending the meeting.
- Dalton thanked everyone for coming out to the meeting. He recognized Ms. Davis once more and thanked Eanes and Hite for their interest in the Dan River seat and thanked County Staff for their work.

COUNTY ADMINISTRATOR REPORTS

Turille shared that "The Big Sort" results would be held tomorrow morning at IALR.

ADJOURNMENT

Dalton adjourned the Meeting at 8:39 PM.

DRAFT

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	MVP Southgate Project FERC Extension Support Letter Submission Ratification				
Staff Contact(s):	Kaylyn McCluster				
Agenda Date:	July 18, 2023	Item Number:	7.b.		
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>06-30-2023 FERC Extension Request</td> </tr> </table>			1.	06-30-2023 FERC Extension Request
1.	06-30-2023 FERC Extension Request				
Reviewed By:	JVH				

SUMMARY:

On June 22, 2023, Mountain Valley Pipeline, LLC ("MVP"), filed a Notice of Request for Extension of Time with FERC for its MVP Southgate Project. In support thereof and due to the then filing deadline, Stuart J. Turille, Jr. ("Turille"), County Administrator, filed a letter with FERC expressing the Pittsylvania County Board of Supervisors' support of MVP's desire to obtain the extension for completion of the Southgate Project for an additional four (4) years until October 13, 2026. The reasons why this Project is beneficial to the County and region are contained in the letter. For the Board's consideration and potential ratification, Turille's letter is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board ratify the filing of the attached letter supporting MVP's Southgate Project Permit Extension Request to FERC.

MOTION:

"I make a Motion ratifying the filing of the attached letter supporting MVP's Southgate Project Permit Extension Request to FERC."

June 30, 2023

VIA U.S. MAIL & FERC PORTAL SUBMISSION

Kimberly Bose
Secretary
Federal Energy Regulatory Commission
888 First Street NE, Room 1A
Washington, D.C. 20426

Re: Docket No. CP19-14-002 – MVP Southgate Permit Extension Request

Dear Ms. Bose:

As the County Administrator for Pittsylvania County, Virginia ("County"), I am writing on behalf of the County's Board of Supervisors in support of the proposed Mountain Valley Pipeline's ("MVP") Southgate Project's request for its permit extension.

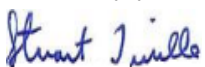
The MVP Southgate Project is extremely vital to our region and unfortunately has been delayed because of numerous lawsuits. However, recently The Fiscal Responsibility Act passed by Congress and signed by President Biden, recognized the need for additional supplies of natural gas in the mid-Atlantic and southeastern United States. Now that MVP is poised for completion later this year, it is vital that the MVP Southgate Project receive additional time, so that it can be brought into service as well and meet current natural gas demands in our region.

Economic benefits of the proposed underground natural gas pipeline would create hundreds of jobs and stimulate business activity across the County, which has a long history of being home to manufacturing operations. Moreover, the City of Danville, Virginia, and the County are working together to develop the Southern Virginia Mega Site at Berry Hill ("Mega Site"). This 3,500-acre industrial park is Virginia's largest, and it is primed for development after earning its Tier 4 Certification, which signals its readiness for new employers. The proposed MVP Southgate Project route passes through the Mega Site, providing tremendous opportunity for potential future employers that may want to establish facilities in the region and draw natural gas from the pipeline to fuel operations.

In closing, the County respectfully request that FERC approve MVP Southgate Project's extension, as it is very important and needs to be completed as soon as possible.

Please contact me if you have any related questions.

Sincerely yours,



Stuart J. Turille, Jr.
Pittsylvania County Administrator

Cc: PCET (via email)
PCBOS (via email)
Matthew D. Rowe (Economic Development Director); (via email)

Stuart J. Turille, Jr., County Administrator
stuart.turille@pittgov.org

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	County's 2023 June Bill List Approval		
Staff Contact(s):	Kim VanDerHyde		
Agenda Date:	July 18, 2023	Item Number:	7.c.
Attachment(s):	None		
Reviewed By:	JVH		

SUMMARY:

At each Board Business Meeting, the County's Auditors recommend the Board review and approve payments made by the County as oversight of County Fund expenditures. For the Board's review and consideration, the County's June Bill List is found at the link below:

<https://weblink.pittgov.net/WebLink/Browse.aspx?id=482387&dbid=0&repo=PittGovDocs>

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board approve the County's 2023 June Bill List as presented.

MOTION:

"I make a Motion approving the County's 2023 June Bill List as presented."

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Water Tank Maintenance Contract Cancellations/Re-bid Approvals (3)												
Staff Contact(s):	Chris Adcock												
Agenda Date:	July 18, 2023	Item Number:	7.d.										
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>Cancellation Notice - Ringgold 1MG Tank Maintenance Contract</td> </tr> <tr> <td>2.</td> <td>Cancellation Notice - Brosville Tank Maintenance Contract</td> </tr> <tr> <td>3.</td> <td>Cancellation Notice - 863_RL Smith Road Tank Maintenance Contract</td> </tr> <tr> <td>4.</td> <td>Cancellation Notice - 41 Tank Maintenance Contract</td> </tr> <tr> <td>5.</td> <td>Cancellation Notice - Ringgold 300K gallon tank maintenance contract</td> </tr> </table>			1.	Cancellation Notice - Ringgold 1MG Tank Maintenance Contract	2.	Cancellation Notice - Brosville Tank Maintenance Contract	3.	Cancellation Notice - 863_RL Smith Road Tank Maintenance Contract	4.	Cancellation Notice - 41 Tank Maintenance Contract	5.	Cancellation Notice - Ringgold 300K gallon tank maintenance contract
1.	Cancellation Notice - Ringgold 1MG Tank Maintenance Contract												
2.	Cancellation Notice - Brosville Tank Maintenance Contract												
3.	Cancellation Notice - 863_RL Smith Road Tank Maintenance Contract												
4.	Cancellation Notice - 41 Tank Maintenance Contract												
5.	Cancellation Notice - Ringgold 300K gallon tank maintenance contract												
Reviewed By:	JVH												

SUMMARY:

The former Pittsylvania County Service Authority ("PCSA") had long-term maintenance contracts for the painting, cleaning, and maintenance of the County's water storage tanks. These contracts were assumed by the County with the dissolution of the PCSA and cover the County's Mount Hermon, Ringgold, R&L Smith Drive, Brosville, and Cane Creek tanks. In order to rebid these contracts to obtain more competitive pricing, the County must provide notice of cancellation in accordance with the terms of the existing contracts. The existing contracts require a ninety (90) or one hundred and twenty (120) day notice and signatures of "three authorized voting officials of the Owner's management and/or Commissioners." For the Board's review and consideration, attached are letters of cancellation for each contract.

FINANCIAL IMPACT AND FUNDING SOURCE:

No major fiscal impact. Tank maintenance will be rebid.

RECOMMENDATION:

County Staff recommends the Board approve cancellation of the contracts in order to rebid the service.

MOTION:

"I make a Motion approving the cancellation of the existing water tank maintenance contracts and authorize the listed Members to sign on behalf of the Board."

July 18, 2023

VIA CERTIFIED LETTER

Utility Service Co., Inc.
Attention: Customer Service
P.O. Box 1350
Perry, Georgia 31069

Re: Notice of Cancellation (Water Tank Maintenance Contract; 1,000,000-gallon Tank; Ringgold, VA)

To Whom It May Concern:

Per enclosed Resolution #2021-06-01, the Pittsylvania County Service Authority (“PCSA”) was officially dissolved and terminated on June 15, 2021, and all its contracts were assumed by Pittsylvania County, Virginia (“County”). Therefore, on behalf of the County’s Board of Supervisors (“PCBOS”), formal notice is hereby given of the County’s intent to terminate the enclosed Water Tank Maintenance Contract (“Contract”) between the former PCSA and Utility Service Co., Inc., for the 1,000,000-gallon elevated water storage tank located in the Ringgold Industrial Park, East in Ringgold, Virginia.

The signatures of the following PCBOS Members meet the cancellation provision in the Contract and the Contract will be cancelled effective January 9, 2024.

Sincerely yours,

Darrell W. Dalton
Chairman, PCBOS

Timothy Dudley
Vice-Chairman, PCBOS

Robert (“Bob”) W. Warren
Member, PCBOS

Encls. (2)

Cc: PCBOS (via email); (w/o encls.)
PCET (via email); (w/o encls.)
Christopher D. Adcock (Public Works Director); (via email); (w/o encls.)
Connie M. Gibson (Procurement Director); (via email); (w/o encls.)

July 18, 2023

VIA CERTIFIED LETTER

Utility Service Co., Inc.
Attention: Customer Service
P.O. Box 1350
Perry, Georgia 31069

Re: Notice of Cancellation (Water Tank Maintenance Contract; Brosville Tank; Danville, Virginia)

To Whom It May Concern:

Per enclosed Resolution #2021-06-01, the Pittsylvania County Service Authority (“PCSA”) was officially dissolved and terminated on June 15, 2021, and all its contracts were assumed by Pittsylvania County, Virginia (“County”). Therefore, on behalf of the County’s Board of Supervisors (“PCBOS”), formal notice is hereby given of the County’s intent to terminate the enclosed Water Tank Maintenance Contract (“Contract”) between the former PCSA and Utility Service Co., Inc., for the 750,000-gallon water storage standpipe identified as the Brosville Tank, located near Danville, Virginia.

The signatures of the following PCBOS Members meet the cancellation provision in the Contract and the Contract will be cancelled effective September 29, 2024.

Sincerely yours,

Darrell W. Dalton
Chairman, PCBOS

Timothy Dudley
Vice-Chairman, PCBOS

Robert (“Bob”) W. Warren
Member, PCBOS

Encls. (2)

Cc: PCBOS (via email); (w/o encls.)
PCET (via email); (w/o encls.)
Christopher D. Adcock (Public Works Director); (via email); (w/o encls.)
Connie M. Gibson (Procurement Director); (via email); (w/o encls.)

July 18, 2023

VIA CERTIFIED LETTER

Utility Service Co., Inc.
Attention: Customer Service
P.O. Box 1350
Perry, Georgia 31069

Re: Notice of Cancellation (Water Tank Maintenance Contract; Route 863 Tank; Danville, Virginia)

To Whom It May Concern:

Per enclosed Resolution #2021-06-01, the Pittsylvania County Service Authority (“PCSA”) was officially dissolved and terminated on June 15, 2021, and all its contracts were assumed by Pittsylvania County, Virginia (“County”). Therefore, on behalf of the County’s Board of Supervisors (“PCBOS”), formal notice is hereby given of the County’s intent to terminate the enclosed Water Tank Maintenance Contract (“Contract”) between the former PCSA and Utility Service Co., Inc., for the 500,000-gallon elevated water storage tank identified as the Route 863 Tank located near Danville, Virginia.

The signatures of the following PCBOS Members meet the cancellation provision in the Contract and the Contract will be cancelled effective September 29, 2024.

Sincerely yours,

Darrell W. Dalton
Chairman, PCBOS

Timothy Dudley
Vice-Chairman, PCBOS

Robert (“Bob”) W. Warren
Member, PCBOS

Encls. (2)

Cc: PCBOS (via email); (w/o encls.)
PCET (via email); (w/o encls.)
Christopher D. Adcock (Public Works Director); (via email); (w/o encls.)
Connie M. Gibson (Procurement Director); (via email); (w/o encls.)

July 18, 2023

VIA CERTIFIED LETTER

Utility Service Co., Inc.
Attention: Customer Service
P.O. Box 1350
Perry, Georgia 31069

Re: Notice of Cancellation (Water Tank Maintenance Contract; Route 41 Tank; Danville, Virginia)

To Whom It May Concern:

Per enclosed Resolution #2021-06-01, the Pittsylvania County Service Authority (“PCSA”) was officially dissolved and terminated on June 15, 2021, and all its contracts were assumed by Pittsylvania County, Virginia (“County”). Therefore, on behalf of the County’s Board of Supervisors (“PCBOS”), formal notice is hereby given of the County’s intent to terminate the enclosed Water Tank Maintenance Contract (“Contract”) between the former PCSA and Utility Service Co., Inc., for the 400,000-gallon ground storage tank identified as the Route 41 Tank, located near Danville, Virginia.

The signatures of the following PCBOS Members meet the cancellation provision in the Contract and the Contract will be cancelled effective September 29, 2024.

Sincerely yours,

Darrell W. Dalton
Chairman, PCBOS

Timothy Dudley
Vice-Chairman, PCBOS

Robert (“Bob”) W. Warren
Member, PCBOS

Encls. (2)

Cc: PCBOS (via email); (w/o encls.)
PCET (via email); (w/o encls.)
Christopher D. Adcock (Public Works Director); (via email); (w/o encls.)
Connie M. Gibson (Procurement Director); (via email); (w/o encls.)

July 18, 2023

VIA CERTIFIED LETTER

Utility Service Co., Inc.
Attention: Customer Service
P.O. Box 1350
Perry, Georgia 31069

Re: Notice of Cancellation (Water Tank Maintenance Contract; 300,000-gallon Tank; Danville, VA)

To Whom It May Concern:

Per enclosed Resolution #2021-06-01, the Pittsylvania County Service Authority (“PCSA”) was officially dissolved and terminated on June 15, 2021, and all its contracts were assumed by Pittsylvania County, Virginia (“County”). Therefore, on behalf of the County’s Board of Supervisors (“PCBOS”), formal notice is hereby given of the County’s intent to terminate the enclosed Water Tank Maintenance Contract (“Contract”) between the former PCSA and Utility Service Co., Inc., for the 300,000-gallon elevated water storage tank located on Kentuck Road outside of Danville, Virginia and further identified as the “Ringgold Tank”.

The signatures of the following PCBOS Members meet the cancellation provision in the Contract and the Contract will be cancelled effective September 29, 2024.

Sincerely yours,

Darrell W. Dalton
Chairman, PCBOS

Timothy Dudley
Vice-Chairman, PCBOS

Robert (“Bob”) W. Warren
Member, PCBOS

Encls. (2)

Cc: PCBOS (via email); (w/o encls.)
PCET (via email); (w/o encls.)
Christopher D. Adcock (Public Works Director); (via email); (w/o encls.)
Connie M. Gibson (Procurement Director); (via email); (w/o encls.)

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Solid Waste Equipment Lease Approval		
Staff Contact(s):	Connie Gibson		
Agenda Date:	July 18, 2023	Item Number:	7.e.
Attachment(s):	1.	Financial Docs Excavator	
	2.	Financial Docs Haul Truck	
Reviewed By:	JVH		

SUMMARY:

A haul truck and excavator are critical in daily County Landfill operations for excavating and hauling the permit-required daily cover-dirt. For the last several years, the County Landfill has relied on a 1999 Caterpillar scraper that has almost 10,000 hours of runtime. Over the past year, the County's Solid Waste Department has spent close to \$100,000 keeping this aging scraper operational, and it is currently not operating due to a blown cylinder. The cost to repair this cylinder is \$21,000, and the cost to recondition the motor is over \$60,000. Therefore, County Solid Waste Staff do not think it is wise to put this amount of money into a piece of equipment at this age. Recently, County Landfill Staff has been renting a haul truck and using its old excavator to move cover-dirt, and has found it is a more efficient operation than using the scraper.

County Solid Waste Staff is proposing to lease an articulated truck and an excavator. The new leased equipment is fully warranted for sixty (60) months to include time, travel, and materials, and is maintained by Carter Caterpillar. At the end of the lease term of five (5) years, the County would pay \$1 and own the equipment, and then the County can sell and/or trade for something new. The current County Landfill excavator is too small, inefficient, and is also aging. With the new leases, the County Landfill will have a much larger and more efficient machine under warranty from Caterpillar. The County's Solid Waste Department is proposing using a Cooperative Contract with Sourcewell (Contract# 062320-CAT). Said use of this Cooperative Contract is supported by

the County's Procurement Department. For the Board's review and consideration, related documentation is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

The cost of the articulated truck's lease is \$12,100.88 per month for sixty (60) months, for a total of \$726,052.80 for the life of the lease. The cost of the excavator's lease is \$8,476.83 per month for sixty (60) months, for a total of \$508,609.80 for the life of the lease. The total annual lease payments would be \$246,932.52, and said cost has been included in the County's FY23-24 Landfill Budget.

RECOMMENDATION:

County Staff recommends the Board award the contracts for the leases of the excavator and articulated truck as presented.

MOTION:

"I make a Motion awarding the contracts for the leases of the excavator and articulated Truck as presented."



Document Checklist – Governmental Lease

These documents were prepared especially for:
PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
PO BOX '82
CHATHAM, VA 245 1

Dealer: CARTER MACHINERY COMPANY, INCORPORATED, D100
Contract Number 001-70112104
Transaction Number: 45542 6
Comments:

Date: 06/29/202
Time: 02:19:18 PM

Customer Executed Documents table with columns for document type and comments. Includes items like Governmental Lease Document, Insurance-Liability and Physical Damage, etc.

Dealer Executed Documents table with columns for document type and comments. Includes items like Purchase Agreement, Dealer Invoice, All Credit Conditions Met.

*If any of these documents are altered, or if the Lessee wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.

If you have any questions concerning these documents please call and ask for

Checklist completed and confirmed by: Print Name:
Date:

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.



1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
 2120 West End Avenue
 Nashville, TN 37203

LESSEE ("you" or "your"):

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
 PO BOX 382
 CHATHAM, VA 24531

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
---	--	--	---------------------	---

1 New 2023 Caterpillar 330-07 Hydraulic Excavator LHW30246	SEE ATTACHMENT	\$1.00	_____
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TERMS AND CONDITIONS

3. Lease Payments; Current Expense You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us according to the attached payment schedule; provided that all amounts owing hereunder will be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 13834, NEWARK, NJ 07188-0834 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.**

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 5.4 % per annum.

- 4. Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
- 5. Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
- 6. Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
- 7. Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding

any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year; you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. Tax Warranty You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. Assignment You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. Indemnity To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. Insurance; Loss and Damage You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for

such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. Default; Remedies An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. Miscellaneous This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

1. Title; Return of Units Notwithstanding our designation as "Lessor," we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred, and you have not exercised your right of non-appropriation. If an Event of Default

occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. Other Documents In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.

16. Applicable Law This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR **CATERPILLAR FINANCIAL SERVICES CORPORATION**

LESSEE **PITTSYLVANIA COUNTY BOARD OF SUPERVISORS**

Signature _____
 Name (Print) _____
 Title _____
 Date _____

Signature _____
 Name (Print) _____
 Title _____
 Date _____



GOVERNMENTAL ENTIT RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Virginia (the "State") authorize PITTSYLVANIA COUNTY BOARD OF SUPERVISORS (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____ of PITTSYLVANIA COUNTY BOARD OF SUPERVISORS, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature _____

Title _____

Date _____



1. PARTIES

LESSOR

LESSEE

CATERPILLAR FINANCIAL SERVICES CORPORATION

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

2. PAYMENT SCHEDULE

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>PAYMENT AMOUNT</u>
1 - 60	_____	\$8,476.83
61	_____	\$1.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____

Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70112104) (the "Lease")
Between PITTSYLVANIA COUNTY BOARD OF SUPERVISORS ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

- 1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Virginia (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

Name(Print): _____ Date: _____
Signature: _____ Address: _____
Title: _____



CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:

\$5,000 deductible all logging Equipment

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228**.

You may also e-mail CIC at physicaldamage@cat.com

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$ 0.00

APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 330-07	Caterpillar Hydraulic Excavator	LHW30246		\$443,394.00	\$21,550.00	\$426.61

Marsha Blaisdell

Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be \$21,550.00, which is \$4310.00 per year based upon the total equipment value of \$443,394.00.

- Method 1 I will finance the insurance premium, including finance charges, of \$426.61 per scheduled equipment payment. The finance charge is calculated at 6.99% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
- Method 2 I desire coverage for an initial 12 month term. I will pay the \$4310.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 3 I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 4 I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
Dealer Name: CARTER MACHINERY COMPANY, INCORPORATED

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By: _____ Name (PRINT): _____
Title: _____ Date: _____

Fraud Warning:

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER



Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Financial Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call **1-800-248-4228**, or e mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.

Transaction Number: 001 70112104 Dealer Name: CARTER MACHINERY COMPANY, INCORPORATED
 Customer's Name: PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
 Address: PO BOX 382
 CHATHAM, VA 24531

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN#	Value Including Tax
1. 330 07	2023 Caterpillar Hydraulic Excavator	LHW30246		\$443,394.00

Insurance Agency _____ Insurance Agent's Name _____

Street Address _____

City _____ State _____ Zip _____

Agent's Phone Number _____ Fax Number _____ E mail Address _____

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Caterpillar Financial Services Corporation as a Loss Payee for physical damage and as an Additional Insured for general liability:

- To my existing policy number(s) _____, which now provide the coverage required, or
- To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____

Name(Print) _____

Title _____

Date _____

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

**PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:
 CATERPILLAR FINANCIAL SERVICES CORPORATION
 2120 West End Avenue
 Nashville, TN 37203**

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION VERIFICATION
Contract Number 001-70112104



CUSTOMER INFORMATION CHANGES TO CUSTOMER INFORMATION

Customer Name: PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

Physical Address: 382 RAINBOW LANE
DRY FORK, VA, 24549

Mailing Address: PO BOX 382
CHATHAM, VA, 24531

Equipment Location: 382 RAINBOW LANE
DRY FORK, VA, 24549

Business Phone: _____

E-mail Address: connie.gibson@pittgov.org

The changes above apply to: Current Request for financing All active contracts

TAX INFORMATION

Tax Exempt** Non Exempt

Asset outside the City limits Yes _____ No _____

****A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

AUTO PAY INFORMATION (Checking Account Information)

- I decline Auto Pay authorization at this time
- I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

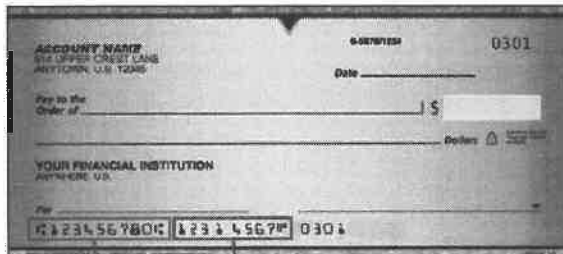
Bank Name

Routing Number
 9 digits

Account Number
 3-17 digits

Re-Enter Account Number
 3-17 digits

Account Name (exactly as it appears on Check)



Routing Number Account Number

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

Name _____

Title _____

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C.**

Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

CARTER MACHINERY COMPANY, INCORPORATED
1330 LYNCHBURG TPKE
SALEM, VA 24153-0118

Reference:

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

Document Checklist – Governmental Lease



These documents were prepared especially for:
 PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
 PO BOX 382
 CHATHAM, VA 24531

Dealer: CARTER MACHINERY COMPANY, INCORPORATED, D100
 Contract Number 001-70112109
 Transaction Number: 45542.7
 Comments:

Date: 0 /29/2023
 Time: 02:24:29 PM

Customer Executed Documents	Comments
<input type="checkbox"/> Governmental Lease Document	_____
<input type="checkbox"/> Insurance-Liability and Physical Damage	_____
<input type="checkbox"/> Advance Payment (cross out if N/A)	_____
<input type="checkbox"/> Guaranty of Payment (cross out if N/A)	_____
<input type="checkbox"/> Tax Exemption Certif. (cross out if N/A)	_____
<input type="checkbox"/> Title applied for (cross out if N/A)	_____
<input type="checkbox"/> Customer Information Verification	_____
<input type="checkbox"/> Any necessary Riders/Amendments	_____
<input type="checkbox"/> CVA DOC ADDENDUM TO FINANCE LEASE (Multiple CVA offers at Doc Gen)	_____
<input type="checkbox"/> FINAL CVA AT ADDENDUM (Multiple CVA offers at Doc Gen)	_____
<input type="checkbox"/> FINAL CVA AT QUOTE (Customer Accepted CVA before Doc Gen)	_____
<input type="checkbox"/> Other _____	_____
<input type="checkbox"/> 8038G / CG Form	_____
<input type="checkbox"/> Request for Minutes	_____
<input type="checkbox"/> Opinion of Counsel	_____
<input type="checkbox"/> Governmental Resolution to Lease, Purchase and/or Finance	_____
<input type="checkbox"/> Governmental Buyback Agreement (cross out if N/A)	_____

Dealer Executed Documents	Comments
<input type="checkbox"/> Purchase Agreement	_____
<input type="checkbox"/> Dealer Invoice	_____
<input type="checkbox"/> All Credit Conditions Met	_____

*If any of these documents are altered, or if the Lessee wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.

If you have any questions concerning these documents please call and ask for

Checklist completed and confirmed by: _____ Print Name: _____
 Date: _____

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.



1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
 2120 West End Avenue
 Nashville, TN 37203

LESSEE ("you" or "your"):

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
 PO BOX 382
 CHATHAM, VA 24531

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
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1 New 2023 Caterpillar 730-04 Articulated Truck	3T302 78	SEE ATTACHMENT	\$1.00	
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TERMS AND CONDITIONS

3. Lease Payments; Current Expense You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us according to the attached payment schedule; provided that all amounts owing hereunder will be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 13834, NEWARK, NJ 07188-0834 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.**

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 5.4 % per annum.

- 4. Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
- 5. Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
- 6. Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
- 7. Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding

any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. Tax Warranty You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

Assignment You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. Indemnity To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. Insurance; Loss and Damage You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for

such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. Default; Remedies An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. Miscellaneous This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. Title; Return of Units Notwithstanding our designation as "Lessor," we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred, and you have not exercised your right of non-appropriation. If an Event of Default

occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. Other Documents In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.

16. Applicable Law This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR **CATERPILLAR FINANCIAL SERVICES CORPORATION**

LESSEE **PITTSYLVANIA COUNTY BOARD OF SUPERVISORS**

Signature _____
 Name (Print) _____
 Title _____
 Date _____

Signature _____
 Name (Print) _____
 Title _____
 Date _____



GOVERNMENTAL ENTIT RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Virginia (the "State") authorize PITTSYLVANIA COUNTY BOARD OF SUPERVISORS (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____ of PITTSYLVANIA COUNTY BOARD OF SUPERVISORS, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature _____

Title _____

Date _____



1. PARTIES

LESSOR	LESSEE
CATERPILLAR FINANCIAL SERVICES CORPORATION	PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

2. PAYMENT SCHEDULE

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>PAYMENT AMOUNT</u>
1 - 60	_____	\$12,100.88
61	_____	\$1.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____



Opinion of Counsel

Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70112109) (the "Lease")
Between PITTSYLVANIA COUNTY BOARD OF SUPERVISORS ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

- 1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Virginia (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

Name(Print): _____ Date: _____
Signature: _____ Address: _____
Title: _____



CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:

\$5,000 deductible all logging Equipment

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228**.

You may also e-mail CIC at physicaldamage@cat.com

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$ 0.00

APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 730-04	Caterpillar Articulated Truck	3T302978		\$633,169.00	\$30,770.00	\$609.14

Marsha Blaisdell

Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be \$30,770.00, which is \$6154.00 per year based upon the total equipment value of \$633,169.00.

- Method 1 I will finance the insurance premium, including finance charges, of \$609.14 per scheduled equipment payment. The finance charge is calculated at 6.99% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
- Method 2 I desire coverage for an initial 12 month term. I will pay the \$6154.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 3 I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 4 I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
Dealer Name: CARTER MACHINERY COMPANY, INCORPORATED

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By: _____ Name (PRINT): _____
Title: _____ Date: _____

Fraud Warning:

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER



Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Financial Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call **1-800-248-4228**, or e mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.

Transaction Number: 001 70112109 Dealer Name: CARTER MACHINERY COMPANY, INCORPORATED
 Customer Name: PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
 Address: PO BOX 382
 CHATHAM, VA 24531

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN#	Value including Tax
1. 730 04	2023 Caterpillar Articulated Truck	3T302978		\$633,169.00

Insurance Agency _____ Insurance Agent's Name _____
 Street Address _____
 City _____ State _____ Zip _____
 Agent's Phone Number _____ Fax Number _____ E mail Address _____

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Caterpillar Financial Services Corporation as a Loss Payee for physical damage and as an Additional Insured for general liability:

- To my existing policy number(s) _____, which now provide the coverage required, or
- To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____
 Name(Print) _____
 Title _____
 Date _____

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

**PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:
 CATERPILLAR FINANCIAL SERVICES CORPORATION
 2120 West End Avenue
 Nashville, TN 37203**

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION VERIFICATION
Contract Number 001-70112109



CUSTOMER INFORMATION CHANGES TO CUSTOMER INFORMATION

Customer Name: PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

Physical Address: 382 RAINBOW LANE
DRY FORK, VA, 24549

Mailing Address: PO BOX 382
CHATHAM, VA, 24531

Equipment Location: 382 RAINBOW LANE
DRY FORK, VA, 24549

Business Phone: _____

E-mail Address: connie.gibson@pittgov.org

The changes above apply to: Current Request for financing All active contracts

TAX INFORMATION

Tax Exempt** Non Exempt

Asset outside the City limits Yes _____ No _____

****A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

AUTO PAY INFORMATION (Checking Account Information)

- I decline Auto Pay authorization at this time
- I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

Bank Name

Routing Number
 9 digits

Account Number
 3-17 digits

e-Enter Account Number
 3-17 digits

Account Name (exactly as it appears on Check)

Routing Number Account Number

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

Name _____

Title _____

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C.**

Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

Meeting Minutes

CARTER MACHINERY COMPANY, INCORPORATED
1330 LYNCHBURG TPKE
SALEM, VA 24153-0618

Reference:

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Solid Waste 2024 Roll-Off Truck Purchase Approval		
Staff Contact(s):	Connie Gibson		
Agenda Date:	July 18, 2023	Item Number:	7.f.
Attachment(s):	1.	Pittsylvania Co 2023 Rolloff Spec July	
	2.	22-03-0721R-Agreement-Contract	
Reviewed By:	JVH		

SUMMARY:

The County's Solid Waste Department is requesting the purchase of a new 2024 Roll-Off Truck, Freight Liner 114SD Roll-Off truck with Galbreath Roll Hoist and Pioneer Tarp System, which includes an extended five (5)-year warranty. The County's Purchasing Department will be using the Virginia Sheriff Association's Cooperative Contract, #22-03-0721, through Excel Truck Group. The price has not changed from last year's price. For the Board's reference and review, related documentation is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

The cost for the truck is \$198,651.80 and there are funds in the County's Landfill budget (Line Item # 520-4-094110812300) to cover this purchase.

RECOMMENDATION:

County Staff recommends the Board award the purchase of this Roll-Off Truck to Excel Truck Group.

MOTION:

"I make a Motion to award the purchase of the Roll -Off Truck to Excel Truck Group."

Prepared for:
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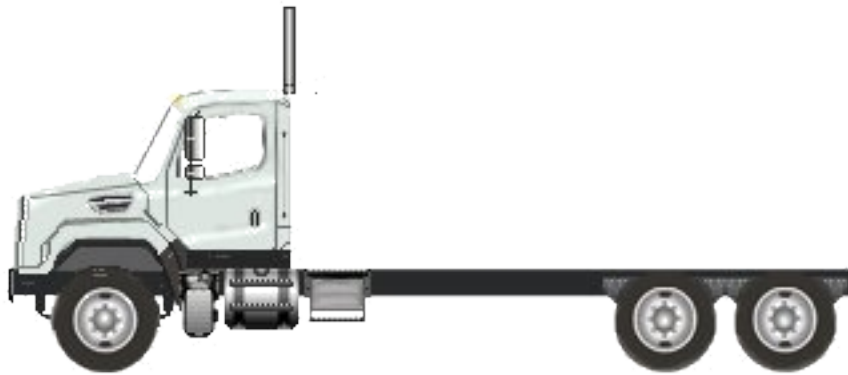
Prepared by:
Chris Hofer
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267 LEE HIGHWAY SOUTH
ROANOKE, VA 24019
Phone: 800-849-8823

A proposal for
PITTSYLVANIA COUNTY

Prepared by
EXCEL TRUCK GROUP
Chris Hofer

Jul 05, 2023

Freightliner 114SD



Components shown may not reflect all spec'd options and are not to scale



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S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear
Price Level		
SD PRL-27D (EFF:MY24 ORDERS)		
Data Version		
SPECPRO21 DATA RELEASE VER 045		
Vehicle Configuration		
114SD CONVENTIONAL CHASSIS	7,934	6,476
2024 MODEL YEAR SPECIFIED		
SET BACK AXLE - TRUCK	480	-480
STRAIGHT TRUCK PROVISION		
LH PRIMARY STEERING LOCATION		
General Service		
TRUCK CONFIGURATION		
DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
CONSTRUCTION SERVICE		
GOVERNMENT BUSINESS SEGMENT		
DRY BULK COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
FREIGHTLINER LEVEL II WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		
EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 60000.0 lbs		
Truck Service		
ROLL OFF/ROLL ON BODY		
GALBREATH INC		



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Description	Weight Front	Weight Rear
Engine		
CUM X12 430V HP @ 1900 RPM, 1650 LB-FT @ 1000 RPM, 2000 GOV RPM,VOC	-390	-45
Electronic Parameters		
72 MPH ROAD SPEED LIMIT		
CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
CUMMINS TRIP INFORMATION REPORTS ENABLED; LEVEL 1: 4 MPH, LEVEL 2: 7 MPH ABOVE ROAD SPEED LIMIT		
PTO MODE ENGINE RPM LIMIT - 1000 RPM		
PTO MODE THROTTLE OVERRIDE - LIMIT TO 1000 RPM		
PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED		
PTO RPM WITH CRUISE SET SWITCH - 900 RPM		
PTO RPM WITH CRUISE RESUME SWITCH - 900 RPM		
PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
PTO MINIMUM RPM - 700		
REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment		
2010 EPA/CARB/GHG21 CONFIGURATION		
NO 2008 CARB EMISSION CERTIFICATION		
STANDARD OIL PAN		
ENGINE MOUNTED OIL CHECK AND FILL		
SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED		
DR 12V 160 AMP 36-SI BRUSHLESS QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	10	
(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES		
BATTERY BOX FRAME MOUNTED		
STANDARD BATTERY JUMPERS		
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		



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Description	Weight Front	Weight Rear
NON-POLISHED BATTERY BOX COVER		
CAB AUXILIARY POWER CABLE	5	
CUMMINS NATURALLY ASPIRATED 25.9 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
CUMMINS INTEBRAKE BRAKE WITH HIGH MED LOW BRAKE		
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
13 GALLON DIESEL EXHAUST FLUID TANK		
100 PERCENT DIESEL EXHAUST FLUID FILL		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	15	5
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
CUMMINS SPIN ON FUEL FILTER		
COMBINATION FULL FLOW/BYPASS OIL FILTER		
1500 SQUARE INCH ALUMINUM RADIATOR		
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		



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Description	Weight Front	Weight Rear
RADIATOR DRAIN VALVE		
PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	4	
BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45	

Transmission

ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	260	100
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Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV

ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED

DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES

VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND NO BLUNT CUTS, AT BACK OF CAB

ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB



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Description	Weight Front	Weight Rear
CUSTOMER INSTALLED CHELSEA 870 SERIES PTO		
PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED		
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	260	
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
NON-ASBESTOS FRONT BRAKE LINING		
CONMET CAST IRON FRONT BRAKE DRUMS		
FRONT OIL SEALS		
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
STANDARD SPINDLE NUTS FOR ALL AXLES		
MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
STANDARD KING PIN BUSHINGS		
TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
POWER STEERING PUMP		
4 QUART POWER STEERING RESERVOIR		
OIL/AIR POWER STEERING COOLER		
CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		

Front Suspension

20,000# FLAT LEAF FRONT SUSPENSION	310	
GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
NO FRONT SHOCK ABSORBERS	-30	



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Description	Weight Front	Weight Rear
Rear Axle and Equipment		
MT-44-14X 44,000# R-SERIES TANDEM REAR AXLE		65
4.11 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
RPL25SD MERITOR MAIN DRIVELINE	100	100
RPL20 MERITOR INTERAXLE DRIVELINE		
DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		
BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
NON-ASBESTOS REAR BRAKE LINING		
STANDARD BRAKE CHAMBER LOCATION		
CONMET CAST IRON REAR BRAKE DRUMS		
REAR OIL SEALS		
BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		
HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
STANDARD REAR AXLE BREATHER(S)		

Rear Suspension		
HENDRICKSON HAULMAAX EX 46,000# REAR SUSPENSION		120
HENDRICKSON HAULMAAX/ULTIMAAX - 10.50" RIDE HEIGHT		
54 INCH AXLE SPACING		
HENDRICKSON HN, HAULMAAX AND ULTIMAAX SERIES STEEL BEAMS WITH BAR PIN		
FORE/AFT AND TRANSVERSE CONTROL RODS		
DOUBLE REBOUND STRAP - INBOARD AND OUTBOARD		13



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Description	Weight Front	Weight Rear
REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		60
Brake System		
WABCO 4S/4M ABS		
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
AIR DRYER MOUNTED INBOARD ON LH RAIL		
STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL		
PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections		
UPGRADED CHASSIS MULTIPLEXING UNIT		
Wheelbase & Frame		
6400MM (252 INCH) WHEELBASE		
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	700	120
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	260	440
1425MM (56 INCH) REAR FRAME OVERHANG		
FRAME OVERHANG RANGE: 51 INCH TO 60 INCH	20	-80
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 186.42 in		
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 183.42 in		
CALC'D FRAME LENGTH - OVERALL : 338.19 in		
CALCULATED FRAME SPACE LH SIDE : 95.18 in		
CALCULATED FRAME SPACE RH SIDE : 93.2 in		
SQUARE END OF FRAME		
REAR TOW HOOKS		10
FRONT CLOSING CROSSMEMBER		
STANDARD WEIGHT ENGINE CROSSMEMBER		



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Description	Weight Front	Weight Rear
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REAR MOST CROSSMEMBER		
HEAVY DUTY SUSPENSION CROSSMEMBER		30
Chassis Equipment		
14 INCH PAINTED STEEL BUMPER	20	
REMOVABLE FRONT TOW/RECOVERY DEVICE, STORED ON CHASSIS FRAME	15	
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fuel Tanks		
70 GALLON/264 LITER ALUMINUM FUEL TANK - LH	5	
23 INCH DIAMETER FUEL TANK(S)		
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
FUEL TANK(S) FORWARD		
PLAIN STEP FINISH		
FUEL TANK CAP(S)		
ALLIANCE FUEL FILTER/WATER SEPARATOR	15	
EQUIFLO INBOARD FUEL SYSTEM		
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
FUEL COOLER	10	
Tires		
MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES		120
Hubs		
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS		-60
Wheels		



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Description	Weight Front	Weight Rear
ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2- HAND HD STEEL DISC REAR WHEELS		104
FRONT WHEEL MOUNTING NUTS		
REAR WHEEL MOUNTING NUTS		
Cab Exterior		
114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
AIR CAB MOUNTING		
NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
FRONT FENDERS SET-BACK AXLE		
BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	
LH AND RH GRAB HANDLES		
STATIONARY BLACK GRILLE		
BLACK HOOD MOUNTED AIR INTAKE GRILLE		
FIBERGLASS HOOD		
DUAL 24 INCH ROUND POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	4	
SINGLE ELECTRIC HORN		
DUAL HORN SHIELDS		
REAR LICENSE PLATE MOUNT END OF FRAME		
HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS		
(5) AMBER MARKER LIGHTS		
DAYTIME RUNNING LIGHTS - LOW BEAM ONLY		
INTEGRAL STOP/TAIL/BACKUP LIGHTS		
STANDARD FRONT TURN SIGNAL LAMPS		
DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
RH DOWN VIEW MIRROR		
STANDARD SIDE/REAR REFLECTORS		
RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER		
63X14 INCH TINTED REAR WINDOW		



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Description	Weight Front	Weight Rear
TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS MANUAL DOOR WINDOW REGULATORS 1-PIECE SOLAR GREEN GLASS WINDSHIELD 8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR		
Cab Interior		
OPAL GRAY VINYL INTERIOR MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR BLACK MATS WITH SINGLE INSULATION DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING (2) CUP HOLDERS LH AND RH DASH GRAY/CHARCOAL WING DASH SMART SWITCH EXPANSION MODULE 5 LB. FIRE EXTINGUISHER HEATER, DEFROSTER AND AIR CONDITIONER STANDARD HVAC DUCTING MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH STANDARD HEATER PLUMBING VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR BINARY CONTROL, R-134A STANDARD INSULATION SOLID-STATE CIRCUIT PROTECTION AND FUSES 12V NEGATIVE GROUND ELECTRICAL SYSTEM LH AND RH DOOR ACTIVATED DOME LIGHT WITH 3-WAY SWITCH AND COURTESY LIGHTS MOUNTED ON ALL DOORS DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME KEY QUANTITY OF 2	10	



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 21 North Main St
 Chatham, VA 24531

Prepared by:
 Chris Hofer
 EXCEL TRUCK GROUP
 267 LEE HIGHWAY SOUTH
 ROANOKE, VA 24019
 Phone: 800-849-8823

Description	Weight Front	Weight Rear
CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
(1) 12 VOLT POWER SUPPLY IN DASH		
TRIANGULAR REFLECTORS WITHOUT FLARES	10	
BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
BASIC ISRI HIGH BACK NON SUSPENSION PASSENGER SEAT		
DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
VINYL WITH VINYL INSERT DRIVER SEAT		
VINYL WITH VINYL INSERT PASSENGER SEAT		
BLACK SEAT BELTS		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
4-SPOKE 18 INCH (450MM) STEERING WHEEL		
DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL
 GRAY CENTER INSTRUMENT PANEL
 ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK
 BLACK GAUGE BEZELS
 LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
 2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
 ENGINE COMPARTMENT MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS, WITH WARNING LIGHT IN DASH
 ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)
 KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
 ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED



Prepared for:
 Connie Gibson
 PITTSYLVANIA COUNTY
 21 North Main St
 Chatham, VA 24531

Prepared by:
 Chris Hofer
 EXCEL TRUCK GROUP
 267 LEE HIGHWAY SOUTH
 ROANOKE, VA 24019
 Phone: 800-849-8823

Description	Weight Front	Weight Rear
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE		
ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	10	
ELECTRIC ENGINE OIL PRESSURE GAUGE		
NO OVERHEAD INSTRUMENT PANEL		
AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
POWER AND GROUND WIRING PROVISION OVERHEAD		
CB WIRING ONLY TO ROOF/OVERHEAD CONSOLE; NO MOUNTING PROVISION		
INTEROPERABLE SDAR ANTENNA		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
NO VEHICLE PERFORMANCE MONITOR	-5	
(2) TMC RP 1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND DASH B PANEL AND (1) LOCATED PASSENGER SIDE OF DASH		
IGNITION SWITCH CONTROLLED ENGINE STOP		
PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		



Prepared for:
 Connie Gibson
 PITTSYLVANIA COUNTY
 21 North Main St
 Chatham, VA 24531

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 Chris Hofer
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 ROANOKE, VA 24019
 Phone: 800-849-8823

Description	Weight Front	Weight Rear
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EY WHITE ELITE EY
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
 POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 STANDARD BLACK BUMPER PAINT
 STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER IN-SERVICE ONLY

Sales Programs

SD QUOTE SALES PROGRAM

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	10387 lbs	7153 lbs	17540 lbs



Prepared for:
Connie Gibson
PITTSYLVANIA COUNTY
21 North Main St
Chatham, VA 24531

Prepared by:
Chris Hofer
EXCEL TRUCK GROUP
267 LEE HIGHWAY SOUTH
ROANOKE, VA 24019
Phone: 800-849-8823

Total Weight ⁺	10387 lbs	7153 lbs	17540 lbs
---------------------------	-----------	----------	-----------

Extended Warranty

CUM EPA 2017 X12: HD1 5 YEARS / 500,000 MILES / 805,000 KM
EXTENDED WARRANTY. FEX APPLIES.

CUM EPA 2017 X12: AT3 5 YEARS / 500,000 MILES / 805,000 KM
AFTERTREATMENT. FEX APPLIES.

ALLISON 4500 RDS SERIES TRANSMISSION EXTENDED
WARRANTY, 5 YEARS/UNLIMITED MILES FEX

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.




Virginia Sheriffs' Association
Heavy Equipment Procurement Program
Rollover Agreement


**Heavy Equipment Procurement Program
Bid 22-03-0721R**

The Virginia Sheriffs' Association (VSA) has implemented Section 1.5 Term of Contract of the Association's Terms and Conditions. Upon mutual agreement, we are pleased to announce the VSA has extended your contract for one additional year. VSA Heavy Equipment Bid 22-03-0721R will be effective August 15, 2022 through August 14, 2023.


By the award of this contract based on your company's bid for Solicitation Number 22-03-0721R, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the Virginia Sheriffs' Association.



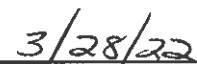
Signature of Authorized Representative




Printed Name of Authorized Representative



Contractor/Dealership Name (Please Print)



Date



Signature of VSA Executive Director

John W. Jones

Printed Name of NCSA Contract Administrator

August 15, 2022

Date

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	FY 2024 Fire and Rescue Service Agreement Approval		
Staff Contact(s):	Christopher Key		
Agenda Date:	July 18, 2023	Item Number:	7.g.
Attachment(s):	1.	FY24 Fire and Rescue Service Agreement	
Reviewed By:	JVH		

SUMMARY:

The County requires County Volunteer Fire and Rescue Agencies to sign an annual Service Agreement that outlines the expectations of both parties. For the Board's review and consideration, the revised FY 2024 Service Agreement is attached. Edits are shown in red.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board approve the attached, revised FY 2024 Service Agreement as presented.

MOTION:

"I make a Motion approving the attached, revised FY 2024 Service Agreement as presented."

FY 2024 FIRE AND EMS DEPARTMENT SERVICE MEMORANDUM OF AGREEMENT

This FY 2024 Fire and EMS Department Service Memorandum of Agreement (“MOA”) is hereby made and entered into on the ___ day of _____, 2023, by and between the County of Pittsylvania, Virginia (“County”), and _____ (“Volunteer Agency”); (individually “Party,” collectively “Parties”).

A. PURPOSE:

The purpose of this MOA is to outline in reasonable detail the mutual obligations of the County and the Volunteer Agency regarding the eligibility by the Volunteer Agency for County funds/contributions related to Fire and EMS provision/response in the County.

The Parties to this MOA hereby agree to be fully legally bound in all aspects to the below terms and conditions contained in this MOA.

B. THE COUNTY/VOLUNTEER AGENCY’S OBLIGATIONS:

1. The County shall provide property and casualty insurance for the Volunteer Agency; however, the County will only cover the cost of insuring those apparatus recommended by the County’s Public Safety Department.
2. The County shall maintain accident and sickness insurance coverage on the Volunteer Agency’s Members.
3. The County shall allocate direct funds/contributions to the Volunteer Agency in three (3) allocations as described more fully below.
4. The County’s first (1st) fiscal year allocation of funds/contributions to the Volunteer Agency shall occur in August and contain fifty percent (50%) of the Volunteer Agency’s annual funds/contributions. Said first (1st) allocation shall only be given to the Volunteer Agency by the County, if the following conditions/milestones are fully and completely met and satisfied:
 - a. The Volunteer Agency has maintained a current roster on file with the County’s Public Safety Department with the name, current certifications, and radio number of each Member.
 - b. The Volunteer Agency is current with all applicable State and Federal laws, Virginia Office of EMS Rules and Regulation, and the County’s standard operating guidelines and procedures.

- c. The Volunteer Agency is in good standing as determined by the County's Fire and Rescue Commission.
 - d. It is recommended the volunteer agency be an active participant in the County's Fire and Rescue Association.
5. The County's second (2nd) fiscal year allocation of funds/contributions to the Volunteer Agency shall occur in January and contain thirty-five percent (35%) of the Volunteer Agency's annual funds/contributions. Said second (2nd) allocation shall only be given to the Volunteer Agency by the County, if the following conditions/milestones are fully and completely met:
- a. The Volunteer Agency is in compliance with the conditions/milestones contained in the MOA.
 - b. All the Volunteer Agency's equipment and apparatus is maintained in good working order and a readiness condition.
 - c. When the County Capital Improvement Plan is used to purchase equipment for the Volunteer Agency, it fully and completely complies with the Virginia Public Procurement Act and all other County Purchasing guidelines.
 - d. The Volunteer Agency, if it conducts EMS response, will have an annual review with the County's appointee of the EMS Agency's Response Plan as provided to the Virginia Office of EMS.
 - e. The Volunteer Agency practices the proper Incident Command System while responding to and mitigating emergency scenes.
 - f. The Volunteer Agency maintains on file with the Public Safety Department copies of updated training records of all members of the agency. These records shall be maintained on a continuous basis.
 - g. The Volunteer Agency is participating in any Countywide records and response reporting system.
6. The County's third (3rd) fiscal year allocation of funds/contributions to the Volunteer Agency shall occur in June and contain fifteen percent (15%) of the Volunteer Agency's annual funds/contributions. Said third (3rd) allocation shall only be given to the Volunteer Agency by the County, if the following conditions/milestones are fully and completely met:

- a. The Volunteer Agency continues to comply with all provisions/conditions contained in the MOA.
 - b. To date in the current fiscal year, the Volunteer Agency has responded to at least seventy percent (70%) of its first due calls (agencies that provide both fire and EMS service who fail to obtain the seventy percent (70%) response rate overall can receive fifty percent (50%) of their fund, if it maintains a seventy percent (70%) response rate in either the fire service or the EMS service and is not below a 50% response rate in either service); (credit for calls is given when an agency responds with certified personnel) and
 - c. To date in the current fiscal year, for a dispatched call, the Volunteer Agency must respond within eight (8) minutes of the call being dispatched to the Agency.
7. The County shall also reimburse EMS Transport Agencies twenty-five dollars (\$25.00) per call responded to on a quarterly basis.
 8. The Volunteer Agency shall complete and submit to the County the following FY 2024 financial documents:
 - a. The Detailed Expenditure Report Form provided by the County by August 1;
 - b. Its IRS 990 Form by December 31; and
 - c. Following a cash receipts and disbursements audit performed by a Certified Public Accountant, an Independent Auditor's Report by December 31. a financial reporting form- accounting for County- allocated monies received by the agency. The report shall be submitted to the county no later than July 15, 2024.
 9. The Volunteer Agency shall report any complaints received against it within forty-eight (48) hours of receipt to the County Public Safety Director. Within thirty (30) days of receipt of complaint, the County Administrator, County Attorney, County Public Safety Director, Volunteer Agency's Operational Medical Director, and/or VA OEMS, shall investigate the legitimacy/merit of the complaint and implement the appropriate related corrective action (if necessary). The County Administrator shall report all verified/founded complaints to the County Board of Supervisors.

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

1. ENTIRE AGREEMENT/MODIFICATION. This MOA contains the entire agreement of the Parties with respect to the subject matter of this MOA, and supersedes all prior negotiations, agreements, and understandings with respect thereto. This MOA may only be amended/modified by a written document duly executed by all Parties.
2. PRINCIPAL CONTACTS. The principal contacts for this MOA are: Pittsylvania County Administrator, c/o the Pittsylvania County Public Safety Director (for the County), and _____ (for the Volunteer Agency).
3. COMMENCEMENT/EXPIRATION DATE/TERMINATION. This MOA is executed as of the date of the last signature below and is effective through June 30, 2024, at which time it will expire, unless extended for another fiscal year. Either party may terminate this MOA by providing sixty (60) days' notice to the other Party. If said termination notice provided by the Volunteer Agency is during a current fiscal year, the Volunteer Agency shall reimburse to County any unexpended funds allocated to it within thirty (30) days' receipt by County of termination notice.
4. GOVERNING LAW, VENUE, MEDIATION, LEGAL FEES/COSTS:
 - a. Governing Law: This MOA 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 the County of Pittsylvania, 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 MOA. 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 MOA 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 MOA, 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 MOA, each Party shall be responsible for its own legal fees and costs.

5. WAIVER OF BREACH. The failure of the County to enforce one (1) or more of the terms or conditions of the MOA, from time-to-time, shall not constitute a waiver of such terms or conditions upon subsequent or continuing breach.
6. BENEFIT. This MOA shall inure to the benefit of, and shall bind the heirs, successors, and assigns of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the last date written below. Witness following signatures and seals:

THE COUNTY OF PITTSYLVANIA, VIRGINIA

By: _____

Title: _____

Print Name: _____

COMMONWEALTH OF VIRGINIA
County of Pittsylvania, to-wit:

I, _____, a Notary Public for the Commonwealth of Virginia at large, do hereby certify that _____, whose name is signed to the foregoing MOA, bearing date of the ____ day of _____, 2023, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this ____ day of _____, 2023.

Notary Public

My commission expires: _____

APPROVED AS TO FORM

J. Vaden Hunt, Esq.
Pittsylvania County Attorney

FIRE/EMS DEPARTMENT:

By: _____

Title: _____

Print Name: _____

COMMONWEALTH OF VIRGINIA

County of Pittsylvania, to-wit:

I, _____, a Notary Public for the Commonwealth of Virginia at large, do hereby certify that _____, whose name is signed to the foregoing MOA, bearing date of the ____ day of _____, 2023, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this ____ day of _____, 2023.

Notary Public

My commission expires: _____

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Action Item

Agenda Title:	2023 Virginia Rules Summer Camp Grant Acceptance Approval		
Staff Contact(s):	Michael Taylor		
Agenda Date:	July 18, 2023	Item Number:	7.h.
Attachment(s):	1.	Virginia Rules Summer Camp Funding Grant Number 010-VARULES23	
Reviewed By:	JVH		

SUMMARY:

The Honorable Michael Taylor, County Sheriff, requests Board approval to accept a reimbursable Grant from the Virginia Attorney General's ("AG") Office in the amount of \$4,000 for the purpose of assisting in funding the local 2023 Virginia Rules Summer Camp. Virginia Rules Camp is a law-themed summer day-camp experience for youth hosted by the County's Sheriff's Office. Virginia Rules Camps offer young people a fun, healthy way to spend a summer week, interactive instruction on Virginia law, and the opportunity to build positive relationships with law enforcement officers that serve their communities. Virginia Rules Camp began as a partnership between the AG's Office and the Richmond Police Department in 2004. Recognizing the success of the Virginia Rules Camp model, the AG's Office made funding available to other localities to host camps of their own. The local 2023 Virginia Rules Camp will be staffed and instructed by the Sheriff's Office's School Resource Officers.

FINANCIAL IMPACT AND FUNDING SOURCE:

Local 2023 Virginia Rules Camp costs and expenditures are reimbursed by the AG's Office after completion of the camp.

RECOMMENDATION:

The Sheriff requests the Board's approval to accept the AG's Grant to assist in funding the local 2023 Virginia Rules Camp.

MOTION:

"I make a Motion approving the County Sheriff's Department's acceptance of a reimbursable Grant from the AG's Office in the amount of \$4,000 for the purpose of assisting in the funding of the local 2023 Virginia Rules Summer Camp."



COMMONWEALTH of VIRGINIA
Office of the Attorney General

Jason S. Miyares
Attorney General

202 North 9th Street
Richmond, Virginia 23219
804-786-2071
FAX 804-786-1991
Virginia Relay Services
800-828-1120

June 9, 2023

M.W. Taylor
Sheriff of Pittsylvania County
21 N. Main St.
Chatham, VA, 24531

RE: Virginia Rules Summer Camp Funding

Dear Sheriff Taylor:

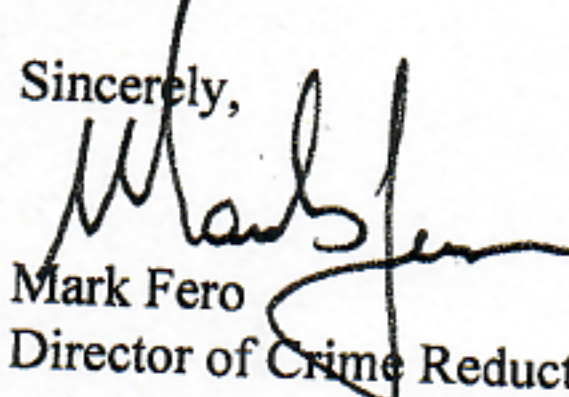
Congratulations your organization has been selected to participate in the Office of the Attorney General Virginia Rules Summer Camp Grant Program. I am pleased to advise you that grant number **010-VARULES-23** for the above-mentioned grant program has been approved in the amount of **\$4000.00 in state funds**. The grant period runs from June 1, 2023 to September 1, 2023.

Enclosed you will find a Statement of Grant Award and Reporting Requirements. To indicate your acceptance of the award and conditions, please sign the Statement of Grant Award acceptance and return it to John Kimenhour, Virginia Rules Program Coordinator, at the Office of the Attorney General by the specified date.

This is a reimbursement grant. When we receive documentation showing that you have complied with the conditions, you will be eligible to request reimbursement of grant funds awarded under this grant. A formal invoice on department letterhead should be used and contain the following: name of department, point of contact and phone/email, federal tax number, description of item/service purchased, invoice number, invoice date, and invoice amount. We cannot process your request until we have received and approved all required information.

Please refer to the Reporting Requirements and read this information carefully as it contains further details on submitting and processing financial and progress reports, as well as requesting reimbursement for the awarded funds. If you have any questions about due dates or reporting requirements contact John Kimenhour.

Sincerely,


Mark Fero

Director of Crime Reduction Initiatives

STATEMENT OF GRANT AWARD (SOGA)

Virginia Attorney General's Office
202 N. 9th Street
Richmond, Virginia

Virginia Rules Summer Camp Grant		
Subgrantee: Pittsylvania County Sheriff Office OAG Grant Number: 010-VARULES-2023 Grant Start Date: 06/01/2023 Grant End Date: 09/01/2023		
Federal Funds:	\$	
State General Funds:	\$4000.00	
State Special Funds:	\$	
Agency Match:	\$	
Total Budget:	\$4000.00	
Project Director	Project Administrator	Finance Officer
Joseph Martin Deputy/SRO Pittsylvania S.O. 21 N. Main St. Chatham, VA, 24531 434-250-4653 Joseph.martin@pittgov.org	M.W. Taylor Sheriff Pittsylvania S.O. 21 N. Main St. Chatham, VA, 24531 434-432-7800 Mike.taylor@pittgov.org	Kim VanDerHyde Finance Director Pittsylvania County 1 Center St. Chatham, VA, 24531 434-432-7742 Kim.vanderhyde@pittgov.org

As the duly authorized representative, the undersigned, having received the Statement of Grant Awards (SOGA) and Special Conditions, hereby accepts this grant and agree to the conditions and provisions of all other Federal and State laws and rules and regulations that apply to this award.

Signature: _____

Authorized Official (Project Administrator)

Title: _____

Date: _____

GRANT AWARD TERMS AND CONDITIONS

Virginia Attorney General's Office

Virginia Rules Summer Camp Grant

Acceptance of this grant award by the recipient ("subgrantee") constitutes its agreement that it assumes full responsibility for the management of all aspects of the grant and the activities funded by the grant, including assuring proper fiscal management of and accounting for grant funds.

By signing the Statement of Grant Award/Acceptance, the recipient agrees to:

- use the grant funds to carry out the activities described in the grant application, as modified by the terms and conditions attached to this award or by subsequent amendments approved by the Office of the Attorney General (OAG).
- adhere to the approved budget contained in this award or submitted afterwards and amendments made to it in accord with these terms and conditions; and,
- comply with all terms, conditions and assurances either attached to this award or submitted with the grant application.

1. Use of Funds

a. Due to the scope of this grant program, funding for the following items will not be considered unless otherwise approved:

- Gift cards /gift certificates

Only expenses that are a necessary part of an incidental to an approved project may be paid for with grant funds (an approved project is one that meets all the eligibility and application requirements). Funds may only be used for project-related expenses that are directly camp-related.

2. Period of Performance

The period of performance for this award begins on June 1, 2023, and ends on September 1, 2023. Recipients may use award funds to cover eligible costs incurred during this award period.

3. Reporting Requirements

At camp completion, grant awardees will be required to submit a short narrative report using an approved department letterhead. These reports should include the following:

- Number of youth attendees.
- Lesson plans utilized and outcome of post assessments if used.
- Successfulness of the camp based after completion and evaluation.

Failure to submit these reports in the proper format or in a timely manner may result in the OAG withholding reimbursement or deeming an awardee ineligible to apply for future funding. Further details of this reporting requirement will be provided with grant award notification.

All camp reporting requirements are due to the Virginia Rules Program Coordinator, John Kimenhour, by September 2, 2023, midnight.

4. Maintenance of and Access to Records

a. Records shall be maintained by the recipient for a period of five (5) years after all funds have been expended.

5. Conflicts of Interest

Recipient understands and agrees it must maintain a conflict-of-interest policy.

6. False Statements

Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

7. Publications

The Office of the Attorney General is acknowledged as a sponsor in all camp materials and promotional efforts.

8. Disclaimer

a. The Commonwealth expressly disclaims all responsibility or liability to recipient or third persons for the actions of recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by the recipient does not in any way establish an agency relationship between the Virginia Office of the Attorney General and the recipient.

9. Additional monitoring requirements

The recipient understands that it may be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

10. Contract Amendments

Contract amendments must be submitted for review to the Virginia Rules Program Coordinator, John Kimenhour, jkimenhour@oag.state.va.us. These contract amendments include, but are not limited to, the following:

- Budget Amendment – Revision
- Budget Amendment – In Line Adjustment

- Project Scope of Work Revision
- Reporting Extension
- Other

No amendment to the approved budget may be made without the prior approval of OAG. No more than two (2) budget amendments will be permitted during the grant period. Budget Revision – Amendment requests, along with accompanying narrative, are to be submitted to the OAG. The submission deadline for budget amendments is 45 days prior to the end of the grant period.

11. Limitation on the use of funds to approved activities

The subgrantee agrees that grant funds will be used only for the purposes described in the recipient's application, unless OAG determines that any of these activities are out of scope or unallowable. The subgrantee must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, from OAG.

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Certificates of Appreciation Approval (Retirements; Pamela Holley; Kelly Agnor)		
Staff Contact(s):	William Ingram		
Agenda Date:	July 18, 2023	Item Number:	7.i.
Attachment(s):	1.	Certificate of Appreciation - Pamela Holley	
	2.	Certificate of Appreciation - Kelly Agnor	
Reviewed By:	JVH		

SUMMARY:

After a combined total of thirty-nine (39) years experience, Pamela Holley and Kelly Agnor both retired from their Dispatch positions in County Public Safety this year. Both were originally hired as dispatchers and were promoted to Assistant Shift Supervisor throughout their careers. The Board expresses its sincere appreciation to them for their years of service to the County. For the Board's review and consideration, related Certificates of Appreciation are attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board approve the attached Certificates of Appreciation honoring Pamela Holley and Kelly Agnor's retirements.

MOTION:

"I make a Motion approving the attached Certificates of Appreciation honoring Pamela Holley and Kelly Agnor's retirements."

Certificate of Appreciation

The Pittsylvania County Board of Supervisors expresses its sincere appreciation to you for your twenty-two years of service to the County. During your career as a Dispatcher and Assistant Shift Supervisor, you have many accomplishments to be proud of. We thank you for your hard work and dedication, and we wish you the best in your retirement.

Pamela Holley

Given this 18th day of July, 2023

William "Vic" Ingram
Tunstall District

Darrell W. Dalton
Chairman

PITTSYLVANIA
COUNTY, VIRGINIA

Certificate of Appreciation

The Pittsylvania County Board of Supervisors expresses its sincere appreciation to you for your sixteen years of service to the County.

During your career as a Dispatcher and Assistant Shift Supervisor, you have many accomplishments to be proud of. We thank you for your hard work and dedication, and we wish you the best in your retirement.

Kelly Agnor

Given this 18th day of July, 2023

William "Vic" Ingram
Tunstall District

Darrell W. Dalton
Chairman

PITTSYLVANIA
COUNTY, VIRGINIA

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Deferral of Public Hearing Request (Southside Investing, LLC Rezoning Application) Approval				
Staff Contact(s):	Emily Ragsdale				
Agenda Date:	July 18, 2023	Item Number:	7.j.		
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>Deferral of Public Hearing Request - Southside Investing LLC</td> </tr> </table>			1.	Deferral of Public Hearing Request - Southside Investing LLC
1.	Deferral of Public Hearing Request - Southside Investing LLC				
Reviewed By:	DFA				

SUMMARY:

Southside Investing, LLC has requested to defer the Public Hearing for Case Number R-23-016 that is scheduled for the Board of Supervisors' Meeting on July 18, 2023, and request that the Public Hearing be delayed until the Board of Supervisors' Business Meeting on August 15, 2023. For the Board's review and consideration, related documentation is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

None. The applicant will be responsible for the cost of additional public notices for the August Public Hearing.

RECOMMENDATION:

County Staff recommends the Board approve Southside Investing, LLC's request to defer, and authorize County Staff to advertise the Public Hearing for Case Number R-23-016 to be held at the August 15, 2023 Board of Supervisors' Business Meeting.

MOTION:

"I make a Motion to approve Southside Investing, LLC's request to defer, and authorize County Staff to advertise the Public Hearing for Case Number R-23-016 to be held at the August 15, 2023 Board of Supervisors' Business Meeting."



GENTRY LOCKE
Attorneys

Jonathan D. Puvak
puvak@gentrylocke.com
P: (540) 983-9399
F: (540) 983-9400

July 11, 2023

Via E-Mail Only to Emily.Ragsdale@pittgov.org

Emily Ragsdale, AICP, CZA
Director, Community Development
Pittsylvania County, Virginia
53 North Main Street
Chatham, Virginia 24531

Re: Deferral of Public Hearing to August 15, 2023
Southside Investing, LLC Rezoning Application
Case Number R-23-016

Dear Ms. Ragsdale:

On behalf of Southside Investing, LLC (the “Applicant”), please accept this request to defer the public hearing for Case Number R-23-016 that is currently scheduled for the Board of Supervisors meeting on July 18, 2023. We request that the public hearing be delayed until the Board of Supervisors regular meeting scheduled for August 15, 2023. The Applicant understands that it will be responsible for the costs of the additional public notices for the August public hearing.

The Applicant will use the additional time before the August meeting to continue to engage with the community, County representatives and other stakeholders to explain the benefits of the development proposed by the Applicant.

Regards,

GENTRY LOCKE

/s/ Jonathan D. Puvak

Jonathan D. Puvak

cc: J. Vaden Hunt, Esq., County Attorney, via email only to vaden.hunt@pittgov.org
Tom Gallagher – via e-mail only to tgallagher@kilcardevelopment.com

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Resolution

Agenda Title:	Resolution # 2023-07-01 (Supporting the Operational Framework for a Water Main Extension to the VIR Campus) Approval					
Staff Contact(s):	Stuart Turille					
Agenda Date:	July 18, 2023	Item Number:	7.k.			
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td colspan="2">2023-07-01 Support for Water Main Extension - VIR</td> </tr> </table>			1.	2023-07-01 Support for Water Main Extension - VIR	
1.	2023-07-01 Support for Water Main Extension - VIR					
Reviewed By:	DFA					

SUMMARY:

Virginia International Raceway ("VIR") and its Virginia Motorsports Technology Park is a tremendous asset to the Commonwealth of Virginia and the Southern Virginia region with a significant economic impact to the region including Pittsylvania County, the City of Danville, and Halifax County. Halifax County is taking the lead role to provide consistent and sustainable water source for the Raceway and Technology Park to ensure its long-term presence and to fully realize the potential economic growth and job creation in the region, and Staff believe this expansion will have a great impact on the future growth of the southern and eastern portions of the County, and supports an application for grant funding of said project. For the Board's review and consideration, Resolution # 2023-07-01 is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

The County will not incur costs for this project, and the revenue received from selling water will be used to cover future maintenance costs on the expanded water line.

RECOMMENDATION:

County Staff recommends the Board approve Resolution # 2023-07-01 as attached.

MOTION:

"I make a Motion to approve Resolution # 2023-07-01 as attached."

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2023-07-01

**RESOLUTION SUPPORTING THE OPERATIONAL FRAMEWORK FOR A WATER MAIN
EXTENSION TO THE VIRGINIA INTERNATIONAL RACEWAY CAMPUS**

VIRGINIA: At the Pittsylvania County Board of Supervisors' ("Board") Business Meeting on Tuesday, July 18, 2023, in the Board Meeting Room, the following Resolution was presented and adopted:

WHEREAS, the Virginia International Raceway ("VIR") and its Virginia Motorsports Technology Park is a tremendous asset to the Commonwealth of Virginia and the Southern Virginia region with a significant economic impact to the region including Pittsylvania County, the City of Danville, and Halifax County; and

WHEREAS, Halifax County is taking the lead role to provide consistent and sustainable water source for the Raceway and Technology Park to ensure its long-term presence and to fully realize the potential economic growth and job creation in the region; and

WHEREAS, the optimal solution is to extend the existing potable water main from the intersection of Ringgold Depot Road and Shawnee Road in eastern Pittsylvania County, eastward along U.S. Highway 58 to Halifax County and then onto the VIR campus. The City of Danville will be the water source origination; and

WHEREAS, Halifax County, with the help of others, has secured \$5.0 million of the \$8.9 million total estimated project cost and, in an effort to reduce the reliance on local funds from the three (3) governmental entities, is currently compiling an application to the U.S. Economic Development Administration for the balance of the funding; and

WHEREAS, the application process requires an agreement between the parties as to ownership and roles for the project. The parties declare the portions of the pipeline will be owned and operated by the respective County entities in which the pipeline resides, and the role of the City is to provide for the availability of water under current sales agreements; and

WHEREAS, Halifax County will be the lead applicant, fiscal agent, and project manager for this project; and

WHEREAS, Pittsylvania County believes this expansion would have a great impact on the future growth of the southern and eastern portions of the County; and

NOW, THEREFORE, BE IT RESOLVED, that Pittsylvania County, the City of Danville, and Halifax County fully support an application for funding to the U.S. Economic Development Administration and reaffirm each's role and ownership in a fully funded project.

Given under my hand this 18th day of July, 2023.

Darrell Dalton
Chairman, Pittsylvania County Board of Supervisors

Stuart J. Turille, Jr.
Clerk, Pittsylvania County Board of Supervisors

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Information Only

Agenda Title:	General Presentations (Board of Supervisors); (if any)		
Staff Contact(s):	Kaylyn McCluster		
Agenda Date:	July 18, 2023	Item Number:	8.a.
Attachment(s):	None		
Reviewed By:	JVH		

The Board will present any Proclamations, Resolutions, and/or Certificates approved/adopted on the July Consent Agenda or at previous Meetings.



**BOARD OF SUPERVISORS
EXECUTIVE SUMMARY**

Rezoning Case

Agenda Title:	Public Hearing: Case R-23-015; Wayne and Sandra Troxler; Rezoning from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District. The Planning Commission recommended, by a 6-0 vote, with no opposition, that the Petitioners' request be granted with the offered proffers (Supervisor Dalton).								
Staff Contact(s):	Emily Ragsdale								
Agenda Date:	July 18, 2023	Item Number:	10.a.1.						
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>R-23-015 Wayne Troxler App</td> </tr> <tr> <td>2.</td> <td>R-23-015 Wayne Troxler Map</td> </tr> <tr> <td>3.</td> <td>R-23-015 Troxler Proffers</td> </tr> </table>			1.	R-23-015 Wayne Troxler App	2.	R-23-015 Wayne Troxler Map	3.	R-23-015 Troxler Proffers
1.	R-23-015 Wayne Troxler App								
2.	R-23-015 Wayne Troxler Map								
3.	R-23-015 Troxler Proffers								
Reviewed By:	JVH								

SUMMARY:

In Case R-23-015, Wayne and Sandra Troxler (“Petitioners”) have petitioned to rezone 1.61 acres from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District (to allow for a second dwelling to be constructed on the property). The subject property is located off Locust Lane in the Callands-Gretna Election District, and shown on the Tax Maps as part of GPIN # 1563-43-8791. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On June 6, 2023, the Planning Commission recommended, by a 6-0 vote, with no opposition, that the Petitioners’ request be granted with the proffers offered by the Petitioner. For the Board’s review and consideration, the County Staff Summary and proffers are attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends approval of Case R-23-015 as presented. The subject properties are adjacent to other properties currently zoned A-1, Agricultural District.

MOTION:

"In Case R-23-015, I make a Motion approving the rezoning of 1.61 acres from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District, to allow a second dwelling to be constructed on the property."

STAFF SUMMARY

<u>CASE</u> R-23-015	<u>ZONING REQUEST</u> RC-1 to A-1	<u>CYCLE</u> June 2023/July 2023
<u>SUBJECT/PROPOSAL/REQUEST</u> Wayne & Sandra Troxler are requesting to rezone property from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District.		PLANNING COMMISSION: June 6, 2023 BOARD OF SUPERVISORS: July 18, 2023 ADVERTISED: May 24 & 31, 2023 & June 21 & 28, 2023
DISTRICT: Callands-Gretna		

SUBJECT

Requested by Wayne and Sandra Troxler, to rezone property located off Locust Lane, in the Callands-Gretna Election District and shown on the Tax Maps as part of GPIN # 1563-43-8791. The applicant is requesting to rezone 1.61 acres, from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District, to allow a second dwelling to be placed on the property. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code Section 35-178 are a Permitted Use.

BACKGROUND/DISCUSSION

Wayne & Sandra Troxler are requesting to rezone one parcel, totaling 1.61 acres, from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District, to allow for a second dwelling. The property is currently zoned RC-1, Residential Combined Subdivision District. The applicants are requesting to place a second dwelling on GPIN # 1563-43-8791. Pittsylvania County Code § 35-53 allows an additional dwelling to be placed on properties zoned A-1, Agricultural District, or C-1, Conservation District as long as all the additional dwelling can meet the minimum lot area, minimum lot width, and maximum lot coverage for the Zoning District; the arrangement of the additional dwelling is in such a manner that if the lot were to be subdivided, a nonconforming lot would not be created; and the additional dwelling has access to a public street by a passage that is at least fifteen (15) wide. The subject property is currently occupied by one (1) dwelling.

Once the property is rezoned to A-1, all uses listed under Section 35-178 are a permitted use.

FUTURE LAND USE DESIGNATION

The Comprehensive Plan designates the future land use as Medium to High Density Residential.

ZONING AND CURRENT USE OF SURROUNDING PROPERTIES

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

SITE DEVELOPMENT PLAN

N/A

RECOMMENDATION

Staff recommends APPROVAL of Case R-23-015, submitted by Wayne and Sandra Troxler, requesting to rezone a total of 1.61 acres located at 221 Locust Lane in the Callands-Gretna Election District and shown on the Tax Maps as GPIN # 1563-43-8791. The subject property is adjacent to properties currently zoned A-1, Agricultural District.

PLANNING COMMISSION OPTIONS:

1. Recommend approval of Case R-23-015 as submitted.
2. Recommend denial of Case R-23-015 as submitted.

ATTACHMENTS:

- A. Application
- B. Maps
- C. Letter of Intent
- D. Executive Summary
- E. Petition
- F. Sign Affidavit
- G. Adjacent Parcel Owners

**PITTSYLVANIA COUNTY
APPLICATION FOR REZONING**

Wayne & Sandra Troxler, as owners of the below described property, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner Name: Wayne & Sandra Troxler
Address: P.O. Box 505, Brown Summit, NC 27214

2. Location of Property: 221 Locust Lane, Penhook, VA 24137
Telephone: 336-339-2019

3. Tax Map Numbers: 1563-43-8791

4. Election District: Callands-Gretna
Total Amount: \$356.70
Taken By: _____

5. Size of Property: 1.61 acres

6. Existing Land Use: Single-family dwelling

Existing Zoning: RC-1, Residential Combined Subdivision District

7. Proposed Land Use: To allow for a second dwelling


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 or Waiver	<input checked="" type="checkbox"/> Legal Forms
<input type="checkbox"/> 11"x 17" Concept Plan	<input checked="" type="checkbox"/> Application Fee	<input type="checkbox"/> List of Adjoining Properties
<input checked="" type="checkbox"/> Plat Map	<input type="checkbox"/> Copy of Deed	<input type="checkbox"/> Copy of Deed Restrictions Or Covenants

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.



Wayne Troxler

OFFICE USE ONLY
Application Deadline: 04/27/23
Received By: ESR
B.O.S. Meeting Date: 07/18/23

Application No. R-23-015
P.C. Meeting Date: 06/06/23
Date Received: 04/13/23
Action: _____

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

1.61 acres of land, generally located)
at 221 Locust Lane within the Callands-)
Gretna Election District and recorded)
as parcel ID # 1563-43-8791)
in the Pittsylvania County tax recrds)

PETITION

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:

WHEREAS, your Petitioners, Wayne & Sandra Troxler, 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 parcel.
- (2) The property is presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as RC-1, Residential Combined Subdivision District.
- (3) Your petitioners now desire to have the property rezoned to A-1, Agricultural District.

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 Petitioner 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,



Wayne Troxler

May 22, 2023

Mrs. Emily Ragsdale
Director of Community Development
P. O. Drawer D
Chatham, VA 24531

Dear Mrs. Ragsdale:

Wayne & Sandra Troxler, as owners, would like to apply to the Planning Commission/Board of Supervisors to rezone 1.61 acres, GPIN # 1563-43-8791, located at 221 Locust Lane, in the Callands-Gretna Election District.

We are requesting to rezone this parcel from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District to allow for an additional dwelling.

Sincerely,

Wayne Troxler



OFFICE OF COMMUNITY DEVELOPMENT
P.O. DRAWER D
Chatham, Virginia 24531
(434) 432-1771

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.

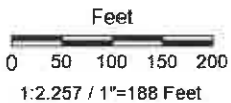
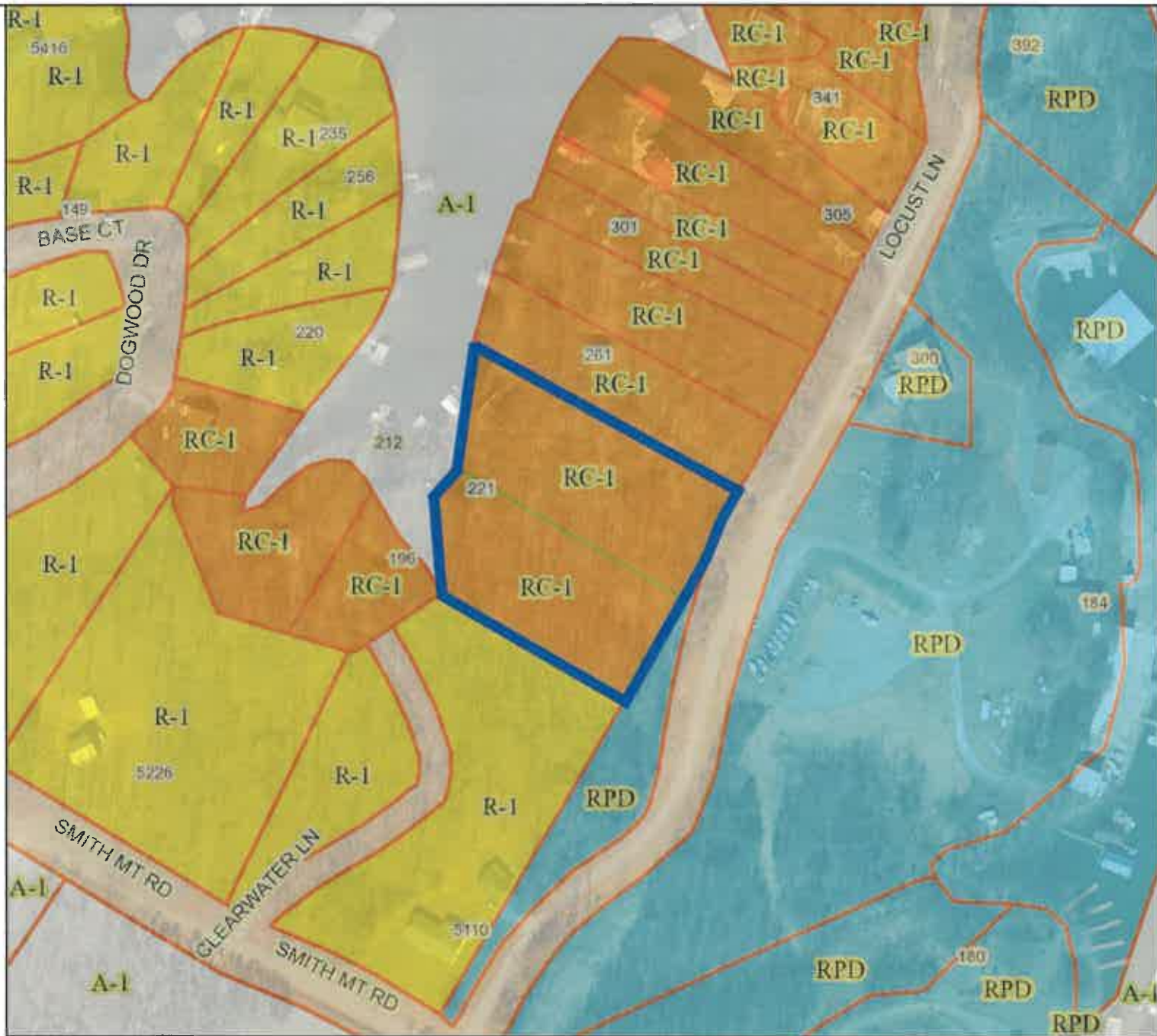
Case R-23-015 Applicant [Signature] Date 5-19-2023

GPIN	ACCOUNT_NAME1	ACCOUNT_ADDR1	ACCOUNT_CSZ
1563-53-1623	DOCK AT SML LLC	1305 E MILLBROOK RD	RALEIGH, NC 27609
1563-43-7425	MURRAY, MICHAEL J	5110 SMITH MT RD	PENHOOK, VA 24137
1563-43-9980	DEVLIN PATRICK REVOCABLE TRUST DTD 11/15/16 ET ALS	11910 ARDEN HOLLY CT	GREAT FALLS, VA 22066
1563-43-8791	TROXLER, T WAYNE	P O BOX 505 7467 DOGGETT RD	BROWNS SUMMIT, NC 27214
1563-43-2523	YEATTS, ROBIN M	1708 CROWN ROAD	GRETNA VA 24557
1563-44-5001	KERNODLE, TRENT MOSELEY	3 HEMLOCK LANE	DANVILLE, VA 24541
1563-43-4900	ALLMAN, DALE F	284 CLEARWATER LANE	PENHOOK, VA 24137
1563-43-2723	PURCELL, GOLDY	337 CLEARVIEW CIRCLE	RUSTBURG, VA 24588

R-23-015 WAYNE TROXLER

Legend

- Assessed Parcels
- Parcels
- Zoning**
- Unknown
- A-1 = Agricultural District
- B-1 = Business District, Limited
- B-2 = Business District, General
- C-1 = Conservation District
- DZ = Double Zoned Parcels
- M-1 = Industrial District, Light Industry
- 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



Title:

Date: 5/8/2023

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.

STATE OF VIRGINIA
COUNTY OF PITTSYLVANIA

BEFORE THE PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

RE: CASE R-23-015

Requested by Wayne and Sandra Troxler, to rezone 1.61 acres located on Locust Lane, in the Callands-Gretna Election District and shown on the Tax Maps as GPIN # 1563-43-8791, from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District, to allow for a second dwelling to be placed on the property.

PROFFER OF CONDITIONS:

We, Wayne and Sandra Troxler, hereby voluntarily proffer to the Pittsylvania County Board of Supervisors the following for the above-referenced property:

1. We forfeit all uses allowed in the A-1, Agricultural District, that are not allowed by-right in the RC-1, Residential Combined Subdivision District, as shown in Pittsylvania County Code § 35-267.
2. The second dwelling will not be manufactured housing (i.e., singlewide or doublewide).

Respectfully submitted:


Wayne Troxler

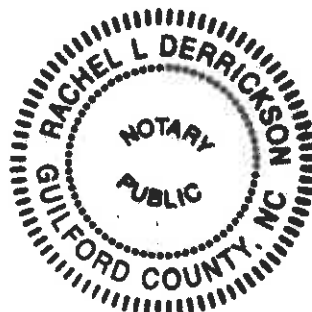
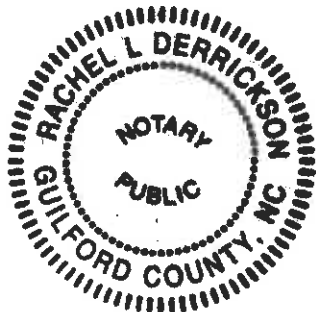
6-6-2023
Date


Sandra Troxler

6-6-2023
Date

Sworn to and subscribed before me, in my presence this 6 day of June 2023.
A ~~Virginia~~ Notary Public. In and for
NE Guilford County/City
Rachel L. Derrickson Notary Public
My commission expires 9/30/26

Sworn to and subscribed before me, in my presence this 6 day of June 2023.
A ~~Virginia~~ Notary Public. In and for
NE Guilford County/City
Rachel L. Derrickson Notary Public
My commission expires 9/30/26



PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Public Hearing

Agenda Title:	Public Hearing: Pittsylvania County Code Amendments (RPD); (PCC §§ 35-295, -296, -298, -301, and -305)		
Staff Contact(s):	Emily Ragsdale		
Agenda Date:	July 18, 2023	Item Number:	10.b.1.
Attachment(s):	1.	CA-23-001 Southside Investing	
	2.	07-18-2023 PCC Ch 35-295-296-298-301-305 Residential Planned Unit Development District (RPD)	
	3.	RPD - Redline	
Reviewed By:	JVH		

SUMMARY:

Southside Investing, LLC ("Applicant"), is proposing a 614-acre development located on/off of State Road 855/Martin Drive, State Road 58/Martinsville Highway, State Road 851/Peach Orchard Road, and Sugar Tree Lane in the Tunstall Election District. The Applicant submitted a separate application requesting to rezone the thirteen (13) subject properties from A-1, Agricultural District, to RPD, Residential Planned Unit Development District, to allow for a mixed-use development consisting of 308 multi-family units, 613 townhomes, and 1,068 single-family homes, as well as various commercial uses. For the rezoning and the proposed development plan to be approved, various changes to the County's Zoning Ordinance would be necessary. The Applicant is requesting amendments to Pittsylvania County Code ("PCC") §§ 35-295, 35-296, 35-298, 35-301, and 35-305. Without the approval of the requested PCC amendments, the proposed development plan submitted with the Rezoning Application cannot be approved. On June 6, 2022, the Planning Commission recommended, by a 6-0 vote, with opposition, that the proposed PCC amendments be adopted. This Public Hearing was duly advertised in the *Chatham Star Tribune* on July 5, 2023, and July 12, 2023. For the Board's review and consideration, attached are the proposed PCC revisions and other relevant documentation.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

Following the conducting of the legally required Public Hearing, County Community Development Staff recommends the Board approve the PCC Amendments as presented.

MOTION:

"I make a Motion approving the attached revisions to PCC §§ 35-295, 35-296, 35-298, 35-301 and 35-305 as presented."

STAFF SUMMARY

<p><u>CASE</u> CA-23-001</p>	<p><u>ZONING REQUEST</u> Code Amendment</p>	<p><u>CYCLE</u> June 2023/July 2023</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> Southside Investing, LLC is requesting a Code Amendment to Pittsylvania County Code 35-295, 35-296, 35-298, 35-301 and 35-305.</p>		<p>PLANNING COMMISSION: June 6, 2023</p> <p>BOARD OF SUPERVISORS: July 18, 2023</p> <p>ADVERTISED: May 24 & 31, 2023 & June 21 & 28, 2023</p>

SUBJECT

Requested by Southside Investing, LLC, proposed revisions to Pittsylvania County Code (“PCC”), Chapter 35, Article III, Division 7. Residential Planned Unit Development District, PCC Sec. 35-295. Special Use Permits; Chapter 35, Article III, Division 7. Residential Planned Unit Development District, PCC Sec. 35-296. Area Regulations, Items (A) Minimum Lot Size and (B) Maximum Density; Chapter 35, Article III, Division 7. Residential Planned Unit Development District, PCC Sec. 35-298. Minimum Yard Dimensions, Items (A) Front Setback, (B) Side Setback, (C) Rear Setback, (D) Minimum Distance Between Main Buildings and (E) Corner Lots; Chapter 35, Article III, Division 7. Residential Planned Unit Development District, PCC Sec. 35-301. Open Space Requirements; Chapter 35, Article III, Division 7. Residential Planned Unit Development District, PCC Sec. 35-305. Streets, Items (F) Alleys and (G) Private Streets.

BACKGROUND/DISCUSSION

Southside Investing, LLC is proposing a 614-acre development located on or off of State Road 855/Martin Drive, State Road 58/Martinsville Highway, State Road 851/Peach Orchard Road, and Sugar Tree Lane in the Tunstall Election District. The applicants have submitted a separate application requesting to rezone the thirteen (13) subject properties from A-1, Agricultural District, to RPD, Residential Planned Unit Development District to allow for a mixed-use development consisting of 308 multi-family units, 613 townhomes, and 1,068 single-family homes, as well as various commercial uses. In order for the rezoning and the proposed development plan to be approved, various changes to the Zoning Ordinance would be necessary. The applicants are requesting amendments to the following Pittsylvania County Code Sections:

1. Pittsylvania County Code (“PCC”), Chapter 35, Article III, Division 7. Residential Planned Unit Development District, PCC Sec. 35-295. Special Use Permits;
2. Chapter 35, Article III, Division 7. Residential Planned Unit Development District, PCC Sec. 35-296. Area Regulations, Items (A) Minimum Lot Size and (B) Maximum Density.
3. Chapter 35, Article III, Division 7. Residential Planned Unit Development District, PCC Sec. 35-298. Minimum Yard Dimensions, Items (A) Front Setback, (B) Side Setback, (C) Rear Setback, (D) Minimum Distance Between Main Buildings and (E) Corner Lots;
4. Chapter 35, Article III, Division 7. Residential Planned Unit Development District, PCC Sec. 35-301. Open Space Requirements;
5. Chapter 35, Article III, Division 7. Residential Planned Unit Development District, PCC Sec. 35-305. Streets, Items (F) Alleys and (G) Private Streets.

Without the approval of the requested Code amendments, the proposed development plan submitted with the Rezoning Application cannot be approved. A redlined version of the proposed amendments is included in the packet.

RECOMMENDATION

Staff recommends APPROVAL of Case CA-23-001, requested by Southside Investments, LLC, as presented in the redlined document.

PLANNING COMMISSION OPTIONS:

1. Recommend approval of Case CA-23-001 as submitted.
2. Recommend denial of Case CA-23-001 as submitted.

ATTACHMENTS:

- A. Request
- B. Redlined Document

Article III – District Regulations
Division 7 Residential Planned Unit Development District (RPD)

Sec. 35-295. Special Use Permits

Amend definition of “commercial uses” to read as follows:

commercial uses such as stores, service centers, offices, retail, grocery stores, hotels, assisted living, skilled nursing, and other similar uses for service to the residents of the planned area and adjacent communities.

Sec. 35-296. Area Regulations

A. *Minimum Lot Size*

Revise Section 2 to read as follows:

2. Areas of the residential planned unit development used for single-family detached residences shall follow the area requirements under Section 35-224 of this Ordinance unless approved for smaller lot sizes and setbacks by the Board of Supervisors as part of a rezoning application to the residential planned unit development district so that Single-family detached lots may be a minimum of 4,500 sq. ft. and single-family attached unit lots may be a minimum of 1,300 sq. ft.

B. *Maximum Density*

Add the following sentence:

The Board of Supervisors may approve a maximum density for the residential planned unit development district that exceeds the units per gross acre stated in this Zoning Ordinance as part of a rezoning application to the residential planned unit development district.

Sec. 35-298. Minimum Yard Dimensions

Revise setbacks to read as follows:

- A. Front Setback – Setback from the nearest point on dwelling or principal structure shall be twenty (20) feet from the edge of right of way. Accessory buildings, porches, bay windows, eaves and stoops may encroach in the front setback provided that the setback is not less than ten (10) feet.
- B. Side Setback – The minimum side setback, the distance from the side property line of a lot to the nearest point on a dwelling or principal structure shall be a minimum of six (6) feet and single-family attached dwellings may have no side setback where directly adjoining another unit within one building. Accessory buildings, porches, bay windows, fireplaces, eaves and stoops may encroach in the side setback.

- C. Rear Setback – The minimum rear setback, the distance from the rear property line of a lot to the nearest point on a dwelling or principal structure shall be a minimum of twenty (20) feet. Accessory buildings, attached and detached garages, porches, bay windows, fireplaces, eaves and stoops may encroach in the rear setback provided that the setback is not less than five (5) feet. Walkways and steps are exempt from rear setback requirements.
- D. Minimum Distance between Main Buildings. For fire protection in the residential planned unit development district the minimum distance between main buildings will be no less than twelve (12) feet apart.
- E. Corner Lots. The minimum side yard depth on the side facing the side street will be twenty (20) feet. Accessory buildings, attached and detached garages, porches, bay windows, fireplaces, eaves and stoops may encroach in the setback provided that the setback is not less than five (5) feet.

Sec. 35-301. Open Space Requirements

Section to be revised to read as follows:

1. The required open space shall not be less than thirty (30) percent of the total gross acreage of the residential planned unit development.
2. The required recreational space, consisting of parks and play areas shall not be less than five (5) percent of the total gross area of the residential planned unit development.
3. Open space shall be defined for the purposes of this Section as that total land or water within the boundaries of a planned unit development, designed and intended for use and enjoyment as open areas, and not improved with building, structure, street, road, parking area, or any type of sidewalk, except for recreational structures.
4. All open space, including developed open space, shall be specifically included in the development schedule and be constructed and fully improved by the developer at an equivalent or greater rate than the construction of residential structures.

Sec. 35-305 Streets

Revise Section F. Alleys to read as follows:

- F. Alleys. Alleys should be avoided wherever possible except where approved as part of the site plan process for the residential planned unit development district.
- G. Private streets. The Board of Supervisors may approve the creation and use of private streets as part of a rezoning application to the residential planned unit development district.

PUBLIC HEARING NOTICE

The Pittsylvania County Board of Supervisors will hold a Public Hearing at 7:00 p.m., on Tuesday, July 18, 2023, at the Board Meeting Room, 39 Bank Street SE, Chatham, Virginia 24531, to receive citizen input on proposed revisions to Pittsylvania County Code (“PCC”), Chapter 35, Article III, Division 7. Residential Planned Unit Development District. PCC Sec. 35-295, Special Use Permits; PCC Sec. 35-296, Area Regulations, Items (A) Minimum Lot Size and (B) Maximum Density; PCC Sec. 35-298, Minimum Yard Dimensions, Items (A) Front Setback, (B) Side Setback, (C) Rear Setback, (D) Minimum Distance Between Main Buildings and (E) Corner Lots; PCC Sec. 35-301, Open Space Requirements; PCC Sec. 35-305, Streets, Items (F) Alleys and (G) Private Streets. A complete copy of the proposed revisions is available at the Pittsylvania County Administrator’s Office, 1 Center Street, Chatham, Virginia 24531, Monday through Friday, 8:00 a.m. to 5:00 p.m., as well as on the County’s website at www.pittsylvaniacountyva.gov.

DIVISION 7 RESIDENTIAL PLANNED UNIT DEVELOPMENT DISTRICT (RPD)

SEC. 35-293. PURPOSE

The purpose of this district is to promote large scale development of innovative and creative design as a means of creating a well planned living environment, to encourage variety in housing and supporting community facilities while, encouraging accessory commercial uses, and to protect the natural beauty of the landscape through the use of advantageous construction techniques, with the greatest amount of open area and the least disturbance of natural features, and to encourage the preservation and the more efficient use of open space.

Residential Planned Developments are intended to provide flexibility in the development of large tracts of land through adjustment of certain lot, setback and use restrictions, and should provide for increased amenities, safety and conveniences, reduced public and private costs and other public and private benefits.

SEC. 35-294. PERMITTED USES

Within the Residential Planned Unit Development District (RPD), the following uses are permitted:

- accessory uses
- apartment houses
- child day care centers (licensed) (Amended December 21,1993)
- churches
- clubs (private)
- clubs (public)
- community centers, buildings
- condominiums
- conservation areas (public and private)
- country clubs
- County government uses such as waste collection, recycling, recreation, etc.
- detached dwelling units: duplexes, triplexes, quad-plexes, townhouses, atrium houses, patio houses
- garages-private for storage of personal vehicles
- gardens (private)
- golf club, club houses
- golf courses
- home occupations, class A
- homes, single-family detached dwelling
- maintenance facilities for dwelling units
- manses, church-owned dwelling units
- multi-family dwellings
- parks
- playgrounds
- recreational facilities (private)
- recreational facilities (public)
- roads, streets, rights-of-way, easements
- security man's house
- signs-See Sections 35-95--35-101.
- water systems

SEC. 35-295. SPECIAL USE PERMITS

The following uses shall be permitted only by special use permits:

- barber and beauty shop (Amended July 6, 2004)

commercial uses such as stores, service centers offices, ete.,retail, grocery stores, hotels, assisted living, skilled nursing, and other similar uses for service to the residents of the planned area and adjacent communities (Amended December 21, 1993)
 emergency, services facilities-fire, rescue
 marinas
 non-emergency medical transport (Amended December 21, 2010)
 off-street parking
 public facilities, offices, storage yards
 public garages
 public utilities-including substations, power generation,
 public utilities-structures towers
 schools (public and private)
 special temporary churches (Amended December 21, 1993)
 stables (private)
 temporary uses, construction activity-including temporary buildings, portable buildings (these uses may be limited by the County as to time)

SEC. 35-296. AREA REGULATIONS

A. Minimum Lot Size

1. Area

To be considered as a residential planned unit development, a project's area must include five (5) or more contiguous acres of land, none of which can be under water or within a flowage easement.

Minimum permitted size of any residential planned unit development or lots and parcel within shall be subject to approval by the local Department of Health.

The procedure for addition to a development shall be the same as if an original application were filed.

2. Areas of the residential planned unit development used for single-family detached residences shall follow the area requirements under Section 35-224 of this Ordinance unless approved for smaller lot sizes and setbacks by the Board of Supervisors as part of a rezoning application to the RPD, Residential Planned Unit Development District which may allow single-family detached lots to be a minimum of 4,500 sq. ft. and single-family attached unit lots may be a minimum of 1,300 sq. ft. -

B. Maximum Density

<u>Residential Uses:</u>	<u>Units per Gross Acre:</u>
Single family	3
Two-family, detached dwelling	5
Duplexes	
Multi-family	15
Townhouses	10

The Board of Supervisors may approve a maximum density for the residential planned unit development that exceeds the units per gross acre stated in this Ordinance as part of a rezoning application to RPD, Residential Planned Unit Development. District

The permitted density in dwelling units per gross acre, notwithstanding the provisions of this Chapter, shall be subject to approval by the local Health Department.

SEC. 35-297. MAXIMUM HEIGHT OF BUILDINGS

The maximum height of buildings in this district shall be eighty (80) feet.

Belfries, cupolas, chimneys, flues; flagpoles, television antennae, radio aerials, silos, and water tanks are exempted.

Any building or structure shall be constructed, erected, installed, maintained, and be of an approved type in accordance with the provisions of the Virginia Uniform Statewide Building Code as amended and the Fire Prevention Code.

SEC. 35-298. MINIMUM YARD DIMENSIONS

A. Front Setback

Setback from the nearest point on dwelling or principal structure (including porches or stoops or any accessory, buildings) shall be thirty-five (35) feet from the edge of right-of-way for exterior property lines of the residential planned unit of development. The setback from the nearest point on a dwelling or principal structure bordering interior front property lines within the residential planned unit of development shall be twenty (20) feet from the edge of the right-of-way. Accessory buildings, porches, bay windows, eaves, and stoops may encroach into the front setback of interior front yards of the planned unit of development provided that the setback is not less than ten (10) feet.

B. Side Setback

The minimum side setback, the distance from the side property line of a lot to the nearest point on a dwelling or principal structure (including porches, stoops, or accessory building) shall be a minimum of ten (10) feet for exterior property lines of the residential planned unit of development. The minimum side setback, the distance from the side property lines of a lot to the nearest point on a dwelling or principal structure shall be a minimum of six (6) feet and single-family attached dwellings may have no side setback where directly adjoining another unit within one building. Accessory buildings, porches, bay windows, eaves, and stoops may encroach into the side setback no more than four (4) feet.

C. Rear Setback

The minimum rear setback, the distance from the rear property line of an exterior property line of the residential planned unit development of a lot to the nearest point on a dwelling or principal structure (including porches, stoops, ~~or~~ accessory building) shall be a minimum of thirty (30) feet. The minimum rear setback shall be a minimum of twenty (20) feet from the rear property line of an interior lot line of the residential planned unit development to the nearest point on a dwelling or principal structure. Accessory buildings, porches, bay windows, eaves, and stoops may encroach into the rear setback of interior rear yards of the planned unit of development provided that the setback is not less than ten (5) feet. For property bordering Smith Mountain Lake and other lakes 100 acres, or greater in size, the distance will be measured from the recognized full pond level.

~~Rear setback requirements for property contiguous with Smith Mountain Lake may be reduced to twenty (20) feet for single-family detached dwellings only.~~

Walkways and steps are exempt from rear setback requirements.

D. Minimum Distance between Main Buildings

For fire protection in ~~rural areas~~ the residential planned unit development, the minimum distance between main buildings shall be no less than fifteen (15). ~~it is required that principal structures be no less than twenty (20) feet apart.~~

E. Corner Lots

The minimum side yard depth on the side facing the side street shall be thirty-five (35) feet or more from the side building line to the right-of-way line for both main and accessory buildings adjacent to an exterior property line of the residential planned unit of development. The minimum side yard setback on the side facing the side street within the planned unit of development shall be twenty (20) feet. Accessory buildings, porches, eaves and stoops may encroach in the setback from an interior property line provided that the setback is not less than five (5) feet.

SEC. 35-299. FLOOR AREA REQUIREMENTS

Not regulated.

SEC. 35-300. MINIMUM OFF-STREET PARKING SPACE

See General Regulations, Sections 35-80--35-82.

SEC. 35-301. OPEN SPACE REQUIREMENTS

See Application of Regulations and General Regulations, Sections 35-15--35-22 and 35-60--35- 66.

1. The required open space shall not be less than ~~fifty (50)~~ thirty (30) percent of the total gross area of the residential planned unit development.
2. The required developed recreational space, consisting of parks, play areas, and similar recreational uses, shall not be less than five (5) percent of the total gross area of the development.
3. Open space shall be defined for the purposes of this Section as that total land or water within the boundaries or a planned unit development, designed and intended for use and enjoyment as open areas, and not improved with building, structure, street, road, parking area, or any type of sidewalk, except for recreational structures.
4. All open space, including developed open space, shall be ~~specifically~~ specifically included in the development schedule and be constructed and fully improved by the developer at an equivalent or greater rate than the construction of residential structures.

SEC. 35-302. MANAGEMENT OF OPEN SPACE (BY PROPERTY OWNERS ASSOCIATION)

1. There shall be established a non-profit association, a stock or membership corporation, trust, or foundation of all individuals or corporations owning residential property within the planned unit development to insure maintenance of open spaces.
2. When the open space is to be maintained through a non-profit association, corporation, trust or foundation, said organization shall conform to the following requirements:
 - a. The developer must establish the organization prior to the sale of any lots.
 - b. The membership in the organization shall be mandatory for all residential property owners, present of future within the planned development, and said organization shall not discriminate in its members or shareholders.
 - c. The organization shall manage all open space and recreational and cultural facilities; shall provide for the maintenance, administration and operation of said land and improvements, and any other land within the planned community, and shall secure adequate liability insurance on the land.
 - d. The organization shall conform to the Condominium Act, Sections 55-79.39 through 55-79.103, Code of Virginia. 1950, amended to date.

SEC. 35-303. SIGNS

See Special Provisions, District Regulations, Sections 35-95--35-10 I.

SEC. 35-304. OTHER SPECIAL REGULATIONS RESERVED

SEC. 35-305. STREETS (B.M.S. 3-21-06, in its entirety)

A. Alignment and layout. The arrangement of streets in new subdivisions shall make provision for the continuation of existing streets in adjoining areas. The street arrangement must be such as to cause no unnecessary hardship to owners of adjoining property when they plat their own land and seek to provide for convenient access to it. Where, in the opinion of the agent, it is desirable to provide for street access to adjoining property, proposed streets shall be extended by dedication to the boundary line of such property. Half streets along the boundary of land proposed for subdivision may not be permitted. Wherever possible, streets should ~~interest~~ intersect at right angles. In all hillside areas streets running with contours shall be required to intersect at angles of not less than sixty (60) degrees, unless approved by the highway engineer.

B. Approach angle. Major streets shall approach the major or collector streets at an angle or not less than eighty (80) degrees, unless the agent upon recommendation of the highway engineer, shall approve a lesser angle of approach for reasons of contour, terrain or matching of existing patterns.

C. Minimum widths. The minimum widths of proposed streets, measured from the lot line, shall be as shown on the major street plan, or if not shown on such plan shall be:

1. As identified in the VDOT subdivision street standards on 24VAC 30-90-380 Table I as revised by VDOT.
2. Rural rustic roads, as defined by Virginia Department of Transportation, not less than thirty (30) feet. (BOS November 19, 2002)
3. Or other minor streets which cannot be extended in the future – no less than forty (40) feet.

(B.S.M. 9-01-02)

D. Construction requirements. Unless otherwise specified, all street construction requirements shall be those of the Virginia Department of Transportation for acceptance into the State secondary system, including but not limited to the current edition of: "Subdivision Street Requirements" and "Pavement Design Guide for Subdivision and Secondary Roads in Virginia", as both are amended from time to time. (B.S.M. 7-1-02)

E. Cul-de-sacs. Shall meet the requirements of VDOT 24VAC 30-90-380 subdivision standard as revised by VDOT.

F. Alleys. Alleys should be avoided wherever possible except where approved as part of the site plan process for the residential planned unit development as part of the rezoning process. Dead-end alleys, if unavoidable, shall be provided with adequate turnaround facilities as determined by the agent.

G. Private streets. Except as provided in Section 15.2-2267, Code of Virginia, 1950, as the same may from time to time be amended, there shall be no private streets platted in any subdivision. Every subdivided property shall be served from a publicly dedicated street unless approval is granted by the Board of Supervisors as part of a rezoning application to RPD, RPD, Residential Planned Unit of Development District. There shall be no reserved strips controlling access to streets, except where the control of such strips is definitely placed within the community under conditions approved by the agent. The Board of Supervisors may approve the creation and use of private streets as part of a rezoning application to RPD, Residential Planned Unit of Development District.

H. Names. Proposed streets which are obviously in alignment with other already existing and named streets shall bear the names of the existing street. In no case shall the name of proposed streets duplicate existing

street names in Pittsylvania County and adjoining jurisdictions, irrespective of the use of the suffix street, avenue, boulevard, drive, way, place, lane or court. Street names shall be indicated on the preliminary and final plats, and shall be approved by the agent. Names of existing streets shall not be changed except by approval of the Board of Supervisors.

I. Identification signs. Street identification signs of an approved design shall be installed at all intersections.

SEC. 35-306. UTILITIES

Within a planned unit development, all newly installed utilities, including television cable, and electrical systems, shall be installed underground. Appurtenances to these, systems which require above ground installations shall be effectively screened.

SECS. 35-307--35-315. RESERVED