

AGENDA
REGULAR MEETING OF THE CHRISTIANSBURG TOWN COUNCIL
CHRISTIANSBURG TOWN HALL
100 EAST MAIN STREET
JULY 26, 2016 – 7:00 P.M.

MOMENT OF REFLECTION

PLEDGE OF ALLEGIANCE

REGULAR MEETING

- I. CALL TO ORDER BY MAYOR BARBER

- II. CONSENT AGENDA
 1. Council meeting minutes of July 12, 2016
 2. Monthly Bills

- III. RECOGNITIONS

- IV. CITIZENS' HEARINGS
 1. Citizen Comments

- V. STAFF REPORTS:
 1. Ricky Bourne, Director of Public Works, to provide an update from the Public Works Department.

 2. Report from Wayne Nelson, Director of Engineering and Special Projects, regarding current status of matters related to the NRV Regional Water Authority.

- VI. DISCUSSIONS BY MAYOR AND COUNCIL MEMBERS
 1. Proposed amendment to the Sewer Use Ordinance in regards to sewer limits. The Public Hearing was held on June 28, 2016.

 2. Recommendation of reappointment of Tacy Newell to the Board of Zoning Appeals. Ms. Newell's term expires August 31, 2016. This matter was tabled July 12, 2016.

 3. Appointment of Andrew Warren, Planning Director, to serve as Subdivision Agent.

 4. Resolution for the Renewal of the VDOT FY13 Revenue Sharing Projects. The resolution is being presented to Council for a second approval at the request of VDOT.

 5. Report on bid process for the Brown, Church, and Lucas project.

 6. Request to reallocate Police Department special funds for vehicle purchase.

- VII. COUNCIL REPORTS

VIII. TOWN MANAGER'S REPORTS
1. Reports and Announcements

IX. ADJOURNMENT

The next regular Town Council meeting will be held at Christiansburg Town Hall on Tuesday, August 9, 2016 at 7:00 P.M.

**CHRISTIANSBURG TOWN COUNCIL
CHRISTIANSBURG, MONTGOMERY CO., VA.
REGULAR MEETING MINUTES
JULY 12, 2016 – 7:00 P.M.**

A REGULAR MEETING OF THE CHRISTIANSBURG TOWN COUNCIL, MONTGOMERY COUNTY, CHRISTIANSBURG, VA. WAS HELD AT CHRISTIANSBURG TOWN HALL, 100 EAST MAIN STREET, CHRISTIANSBURG, VIRGINIA, ON JULY 12, 2016 AT 7:00 P.M.

COUNCIL MEMBERS PRESENT: Mayor D. Michael Barber; Vice-Mayor Henry Showalter; Samuel M. Bishop; Harry Collins; R. Cord Hall; Steve Huppert; Bradford J. Stipes. ABSENT: None.

ADMINISTRATION PRESENT: Town Manager Steve Biggs; Clerk of Council Michele Stipes; Town Attorney Theresa Fontana; Assistant to the Town Manager Adam Carpenetti; Treasurer/Finance Director Val Tweedie; Human Resource Director Dave Brahmstadt; Director of Engineering and Special Projects Wayne Nelson; Public Relations Director Melissa Powell; Aquatics Director Terry Caldwell; Farmers' Market Manager Sarah Belcher.

MOMENT OF REFLECTION

PLEDGE OF ALLEGIANCE

REGULAR MEETING

- I. CALL TO ORDER BY MAYOR BARBER. Mayor Barber stated there was a quorum of Council present.
- II. CONSENT AGENDA:
 1. Council meeting minutes of June 21, 2016 and June 28, 2016.

Councilman Hall made a motion to approve the Council meeting minutes of June 21, 2016 and June 28, 2016 as presented, seconded by Councilman Bishop. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

- III. RECOGNITIONS:
 1. Mayor Barber introduced newly hired Human Resource Director Dave Brahmstadt. Mr. Brahmstadt, who formerly worked for the City of Martinsville, Virginia, said he was excited to be serving the Town of Christiansburg.
- IV. CITIZEN'S HEARING:
 1. Citizen Comments. There were no comments presented.
- V. STAFF REPORTS:
 1. Adam Carpenetti, Assistant to the Town Manager, to present on the IT Department. Using Powerpoint, Mr. Carpenetti updated Council on the operations and future plans of the IT Department, beginning with a review of its staff and the duties of each employee position. Mr. Carpenetti provided Council with a breakdown of the number of IT locations, applications, users, PC/servers/mobile devices, and network devices that included phones, printers, HVAC, WiFi, and water chemistry controllers, along with last year's numbers for comparison. Mr. Carpenetti then provided Council with a detailed overview of service requests by department and the amount of time spent responding to service requests. It was noted that the Police Department submitted a significantly higher number of requests than other Town departments, and Mr. Carpenetti explained

that the size of the department, the type of technology used, and the volume of technology, were factors in the number of requests submitted. He reported that the IT changes to the Police Department in response to the new 911 Call Center were mostly successful, with future plans to improve the citizen call box located at the Police Department. Mr. Carpenetti said he anticipated the number of service calls from the Police Department to decline, since dispatchers were now working out of the 911 Call Center. Mr. Carpenetti talked about the various types of service requests received by the IT Department, and explained the new technology and improvements to existing technology infrastructure designed to meet the needs of Town departments. He then reviewed the FY 16 projects completed and ongoing, noting that development of a Fiber Master Plan had been put on hold, since the New River Valley Regional Commission was planning to take the lead on that project. In closing, Mr. Carpenetti reviewed projects and upgrades planned for FY 17, and offered to answer questions of Council. Councilman Hall asked if Mr. Carpenetti had seen a benefit to the Town in utilizing Revenue Recovery Funds for upgrades/enhancements to EMS. Mr. Carpenetti responded that he had, noting that Revenue Recovery Funds were expected to cover approximately 50% of the costs to upgrade the microwave radio link; a project that would improve EMS communications. Council thanked Mr. Carpenetti for the update.

VI. DISCUSSIONS BY MAYOR AND COUNCIL MEMBERS:

1. Appointment of Wayne Nelson, Director of Engineering and Special Projects, to serve as Town Engineer. Town Manager Biggs explained that, historically in Christiansburg, the Town Manager had served as Town Engineer. However, Mr. Biggs said he recommended that Council appoint Director of Engineering, Wayne Nelson, who holds a Professional Engineer license (P.E.), to serve the Town as Town Engineer. Mr. Nelson has expressed a willingness to serve in that capacity. Councilman Hall made a motion to accept Town Manager Bigg's recommendation to appoint Wayne Nelson to serve as Town Engineer, seconded by Councilman Bishop. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.
2. Recommendation of reappointment of Tacy Newell to the Board of Zoning Appeals. Ms. Newell's term expires August 31, 2016. Councilman Showalter made a motion to table the recommendation until a time when Ms. Newell could be present, seconded by Councilman Huppert. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.
3. Reappointment of Lea Wall to the Montgomery Tourism Development Council as the Christiansburg hotel representative. Ms. Wall's term expires July 22, 2016. Lea Wall was present for the reappointment. Councilman Hall made a motion to reappoint Lea Wall to the Montgomery Tourism Development Council, seconded by Councilman Collins. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye. Councilman Stipes briefly spoke to the importance of citizen representation on the various committees, commissions, and councils, and he invited Ms. Wall to feel free to share any thoughts or ideas she may have regarding the Town, through her service on the Montgomery Tourism Development Council.

Mayor Barber reported that he received an email from Tourism Director Lisa Bleakley regarding a vacancy on the Montgomery Tourism Development Council. The vacancy is for representation from the restaurant industry, and Ms. Bleakley recommended Council consider appointing Ashish Malothra, manager of Blackstone Grill. The position was recently filled by Marie March, who was unable to commit to a second term. Council agreed to consider appointing Mr. Malothra, as recommended by Ms. Bleakley, and Mayor Barber said he would contact Mr. Malothra on Council's behalf.

VIII. COUNCIL REPORTS:

- a. Councilman Huppert expressed his interest in establishing a curbside recycling program, noting that recycling locations in Town are heavily used by citizens. He recommended a study to determine if a curbside recycling program would be feasible for the Town. Mr. Huppert then commented that he would support Council going on record with state legislators regarding gun control in response to recent violent incidences across the nation.

- b. Councilman Showalter stated that curbside recycling has been in the forefront of Water, Sewer, Solid Waste Committee discussions for years, and is included in the Vision 2020. Mr. Showalter said there was support for curbside recycling, but costs to implement have created a delay in developing a program. A Water, Sewer, and Solid Waste Committee meeting has been scheduled for August 2, 2016.
- c. Councilman Stipes reported that the Bikeway, Walkway Committee met last Friday and continues to move forward with plans for implementing safety improvements on the Huckleberry Trail. Fundraising for the improvements has been scheduled to begin in August and run through the end of the year. Mr. Stipes welcomed Steve Velarde to the Council meeting, noting that Mr. Velarde was the pioneer of urban agriculture in Christiansburg, reiterating the importance of citizen involvement in Town operations.
- d. Councilman Hall noted a situation that occurred earlier in the day regarding a citizen's concern, and he expressed appreciation for Town Manager Bigg's responsiveness to the matter. Mr. Hall then echoed Councilman Showalter's comments regarding support for implementing a curbside recycling program, and announced that money had been included in the FY17 budget to begin studying the matter. Mr. Hall noted that newly hired Town Manager Biggs had knowledge and experience with implementing and operating a curbside recycling program. Mr. Hall then reported on the recent Top Gun World Series hosted by Christiansburg, and the many youth programs offered by the Parks and Recreation Department, including the outreach program Jill's Buddy Camp
- e. Councilman Bishop reported on the rescue squad, noting that the squad had assisted with emergency operations during the recent tragedy in Giles County at the Cascades. The rescue squad also provided EMS coverage during the recent Top Gun World Series.
- f. Councilman Collins expressed his appreciation for the way Town Manager Biggs responded to a citizen concern earlier in the day. Mr. Collins then recommended Council consider appointing a student representative to Council from Christiansburg High School, as an educational opportunity and way to get students involved in local government.
- g. Mayor Barber echoed Councilman Hall's report on the recent Top Gun World Series, and thanked Marty Gordon for his personal involvement with the event, and for the media coverage. He also thanked Aquatics Director Terry Caldwell for partnering with the Parks and Recreation Department to host a successful event. Mayor Barber then reported on the July 4th event, and the summer swim camps being held at the aquatic center.

IX. TOWN MANAGER'S REPORTS:

1. PROGRESS REPORTS AND ANNOUNCEMENTS:

- Christiansburg received notification from the Commission for the Arts that it had been awarded a \$5,000 Local Government Challenge Grant. The grant will cover the FY17 budgeted contribution to Montgomery Museum and Lewis Miller Regional Art Center.
- Council had been notified of a citizen concern on Red Oak Drive, and Town Manager Biggs reported that he and staff had done a site visit and were working to resolve the situation.
- The sidewalk project at Downtown Square has been delayed because of found subsurface conditions. The conditions required numerous change orders, including a pending change order that could set the completion date back to September. Town Manager Biggs said he was working with the contractor to expedite completion of the project.
- The Town's contract with the Colonial Athletic Association was included in the agenda packet for informational purposes only. Council voted to approve the contract on June 28, 2016.
- A Water, Sewer, Solid Waste Committee meeting has been scheduled for August 2, 2016 at 5:30 P.M. The public was invited to attend.

X. ADJOURNMENT:

There being no further business to bring before Council, Mayor Barber adjourned the meeting at 8:10 P.M.

Michele M. Stipes, Clerk of Council

D. Michael Barber, Mayor

TOWN OF CHRISTIANBURG		
BILLS TO BE PAID FOR THE MONTHS OF	June and July	
A A AUTOMATIC TRANSMISSION	2,400.00	PD VEHICLE TRANSMISSION REPAIR
ADAMS CONSTRUCTION CO.	7,124.77	ASPHALT MIX
AECOM TECHNICAL SERVICES, INC	1,700.00	BRIDGE INSPECTIONS
AIRGAS MID-AMERICA, INC.	1,926.00	OXYGEN CYLINDERS FOR RESCUE
ALL SEASONS PEST CONTROL, INC	85.00	
ALL TRAFFIC SOLUTIONS	3,000.00	SOFTWARE PD FOR TRAFFIC SUITE, ALERTS, MAPPING
AMERICAN CASTING & MFG CORP	407.16	
ANDERSON & ASSOCIATES INC	2,649.42	ENGINEERING FEES TRAIL PROJECT AND DRAINAGE PROJECTS
ARC3 GASES	171.00	
ARROW INTERNATIONAL, INC	1,108.80	SUPPLIES RESCUE
ATLANTIC EMERGENCY SOLUTIONS, INC	8,726.71	REPAIRS GRUMMAN LADDER TRUCK FIRE DEPT
AUTO ZONE, INC	59.99	
AW DIRECT, INC.	184.81	
B & T LAWN CARE LLC	10,780.00	7920 TOWN AND PARKS MOWING, 2860 PARKS AND PLAYGROUND REPLACE MULCH
BANE OIL COMPANY, INC	1,227.60	OFF ROAD DIESEL FOR GENERATORS AND EQUIPMENT PW
BASHAM OIL COMPANY	419.76	
BKT UNIFORMS	43.99	
BLUE RIDGE RESCUE SUPPLIERS, INC	404.30	
BOONE TRACTOR & IMPLEMENT INC.	290.74	
BOUND TREE MEDICAL, LLC	3,978.08	SUPPLIES RESCUE
BOWIE SALES, INC.	657.82	
BOXLEY ASPHALT, LLC	345.69	
BRAME SPECIALTY COMPANY INC.	1,965.04	JANITORIAL SUPPLIES
BSN SPORTS COLLEGIATE PACIFIC	2,247.51	EQUIPMENT FOR HARKRADER & KIWANIS
BUCKINGHAM GREENERY, INC.	336.00	
CARDINAL BLUEPRINTERS, INC.	350.00	
CARDINAL CRIMINAL JUSTICE ACAD	24,455.00	POLICE DEPT ANNUAL ACADEMY TUITION
CARILION EMPLOYEE ASSIST. PROGRAM	4,435.20	ANNUAL EAP SERVICES FOR FY 2017
CARDMEMBER SERVICES	35,851.24	EQUIP/SUPPLIES 20878.53 DUES 996 SCHOOLS 5877.46 TRAVEL 4677.31 SOFTWARE 3361.32 RECRUITING 60.62
CARROT-TOP INDUSTRIES, INC.	187.70	
CENTRAL ELECTRONICS	64.00	
CHEMSOLV, INC	5,085.00	PEROXIDE FOR WWTP
CMC SUPPLY, INC.	649.78	
COMMONWEALTH DOCUMENT MANAGEMENT, INC	506.50	
CONSTRUCTION MATERIALS GROUP, INC	597.83	
CRAIG'S FIREARM SUPPLY, INC	5,743.34	BODY ARMOR PD
D J R ENTERPRISES	1,567.17	RECREATION DEPT ALL STARS
DATA NETWORK SOLUTIONS, INC	8,104.00	IT ACCESS POINTS AND LICENSES
DEHART TILE CO., INC.	196.20	
DIRECT SPORTS, INC.	155.74	
DISTINCTIVE INTERIORS, INC	59.85	
DIVING ENTERPRISES, LTD	1,166.83	RESCUE DIVE EQUIPMENT
DLT SOLUTIONS, INC.	3,300.28	AUTOCAD ANNUAL SUPPORT
DUNCAN FORD MAZDA	882.16	
EEE CONSULTING, INC	3,240.00	STORM WATER UTILITY DEVELOPEMENT ENGINEERING SERVICES
ELECTRICAL SUPPLY CO	702.37	
ELEVATING EQUIPMENT INSPECTION SERVICE	100.00	
ELEVEN WEST, INC.	153.75	
EMSMC	2,374.89	THIRD PARTY BILLING
EMS TECHNOLOGY SOLUTIONS, LLC	306.00	
ENVIRONMENTAL LAND WASTE MANAGEMENT SERVICE, INC	15,000.00	BIOSOLIDS REMOVAL
EVOQUA WATER TECHNOLOGIES, LLC	7,930.00	PRIMARY CLARIFIER PROJECT
FAMILY MEDICINE OF BLACKSBURG LLC	2,252.00	DRUG TESTING AND HEP VACINES
FASTENAL COMPANY	97.90	
FERGUSON ENTERPRISES, INC.#75	1,747.38	PIPE AND FITTINGS PUBLIC WORKS
FIRE RESCUE AND TACTICAL, INC	894.85	
FIRE SAFETY PRODUCTS, INC	481.00	
FIRST DUE GEAR LLC	918.00	
FITNESS CONCEPTS, INC.	500.00	
FLEET ONE, LLC	10,941.63	FUEL FOR TOWN VEHICLES
FLEET PRIDE, INC	942.66	
FULL SOURCE, LLC	362.90	
GALLS, AN ARAMARK COMPANY	1,101.00	PD UNIFORMS AND SUPPLIES

TOWN OF CHRISTIANBURG		
BILLS TO BE PAID FOR THE MONTHS OF	June and July	
GATES FLOWERS AND GIFTS, LLC	70.50	
GAY AND NEEL, INC.	7,396.25	ENGINEERING SERVICES CEMETERY AND BLUE LEAF
GEMPLER'S INC.	385.05	
GOVDIRECT, INC	21,708.64	4 TOUGH BOOKS PD
GRAINGER	424.80	
GREENHOUSE	633.60	
GUYNN & WADDELL, P.C.	7,402.10	LEGAL FEES
HALL'S GARAGE DOORS	335.00	
HARMANN INC	8,100.00	MOWING CEMETERY
HARVEY CHEVROLET CORP.	655.16	
HAWKINS-GRAVES, INC	1,699.83	SIGNAGE MATERIALS PUBLIC WORKS
HEAVY EQUIPMENT SOLUTIONS,LLC	1,004.50	
HOSE HOUSE, INC.	15.64	
IES COMMERCIAL, INC	8,676.33	SURVELLANCE CAMERAS IT
IMPACT GRAPHICS + SIGNS	38.28	
INDEPENDENT VELO	825.00	
INDUSTRY ELECTRIC , LLC	1,438.00	RADIO SUPPLIES
INNOVATIVE SYSTEMS & SOLUTIONS, INC	840.00	
INSTRULOGIC CORP.	1,192.00	PROGRAMING WWTP FOR WINDOW PUMP
J J KELLER & ASSOCIATES, INC	1,190.00	HR SOFTWARE FMLA AND OSHA TRACKING
JAMES RIVER LASER & EQUIPMENT, LLC	656.50	
JORDAN OIL CO., INC.	2,813.25	FUEL FIRE AND RESCUE
KING-MOORE, INC	4,070.75	IT CONSULTING
KUSTOM SIGNALS, INC.	4,935.00	PD RADAR UNITS (3)
LANCASTER, INC.	151.00	
LANDSCAPE SUPPLY INC.	516.37	
LAWRENCE EQUIPMENT	572.00	
LEADSONLINE LLC	4,378.00	PD SOFTWARE
LINKOUS LAWN SERVICE	50.00	
LITTLE RIVER POOL AND SPA, INC	712.13	
LOWES HOME CENTERS, INC.	2,154.93	BUILDING MAINTENANCE AND REPAIR
MARKETING ON MAIN STREET LLC	358.70	
MCAFEE, INC	225.00	
MCGRADY-PERDUE HEATING & COOLING, INC	6,384.00	HEAT PUMP REPLACEMENT FIRE DEPT
MEADE TRACTOR	136.08	
METRO HEAVY-DUTY,INC.	393.41	
MIDWAY PRODUCTION SERVICES	350.00	
MOORE MEDICAL CORP.	449.36	
MUELLER SYSTEMS	15,200.00	AMI METER PROJECT
MUNICIPAL CODE CORP.	1,820.81	
MUNICIPAL EMERGENCY SERVICES, INC	68.24	
MUSCO SPORTS LIGHTING, LLC	5,405.00	SERVICE WARRANTY FOR LIGHTING AT HARKRADER
NAFECO INC	508.00	
NATIONAL FIRE PROTECTION ASSO	108.00	
NETWORKFLEET INC	480.90	
NEW RIVER ENGRAVING	707.34	
NEW RIVER FIRE EXTINGUISHERS	18.00	
NEW RIVER GLASS	733.00	
NEW RIVER REGIONAL DRUG TASK	4,500.00	ANNUAL SUPPORT
NEW RIVER VALLEY AIRPORT COMMISSION	18,270.21	ANNUAL SUPPORT
NEW RIVER VALLEY REGIONAL COMMISSION	27,142.89	ANNUAL SUPPORT
NEW RIVER VALLEY RESTAURANT SERV.	1,835.25	ICE MACHINE FOR TREATMENT PLANT
NEW RIVER VALLEY UNWIRED, LLC	275.00	
NORTH CENTRAL LABS	140.99	
NORTHWEST HARDWARE CO INC	53.99	
NRV ECONOMIC DEV. ALLIANCE	1,250.00	ANNUAL SUPPORT 1ST QTR
OLD REPUBLIC SURETY GROUP	375.00	
OLD TOWN PRINTING & COPYING	531.19	
O'REILLY AUTO PARTS	561.30	
PCM-G	3,523.80	SOFTWARE AND LICENSES FOR ENGINEERING INSPECTIONS
PEED & BORTZ, L.L.C.	3,900.00	LUBNA PUMP STATION ENGINEERING FEES
PETERS AQUATICS	69.75	
PIPE VISION, LLC	16,310.00	SEWER LINE CLEANING GREASE TREATMENTS
POWER ZONE	2,713.54	EQUIPMENT REPAIR AND PARTS

TOWN OF CHRISTIANBURG		
BILLS TO BE PAID FOR THE MONTHS OF	June and July	
PRECISION GLASS & UPH. INC.	188.84	
PROFESSIONAL COMMUNICATIONS	1,213.00	RADIOS PD AND SUPPLIES
QUALITY TIRE & BRAKE SERVICE	1,522.00	VEHICLE AND EQUIPMENT TIRES
QUILL CORP.	30.98	
R. J. MERKEL, INC.	15,767.60	PAVEMENT MARKING
ROBERTS OXYGEN COMPANY, INC	405.50	
ROCAN INDUSTRIAL PRODUCTS, INC	1,917.42	MATERIALS FOR PUMP STATIONS
ROCIC	300.00	
ROPHO SALES INC	7.17	
SAFETY COMPLIANCE PUBLICATION, INC	298.50	
SANICO, INC	2,467.56	JANITORIAL SUPPLIES
SCHINDLER ELEVATOR CORPORATION	126.23	
SERVICE COMMUNICATION	1,350.00	COMMUNICATION SERVICE CALLS AND REPAIRS
SERVICEMASTER COMMERCIAL CLEANING	2,829.00	CLEANING CONTRACT AQUATICS
SHELOR MOTOR MILE	487.92	
SHENANDOAH BUILDING SUPPLY INC.	229.01	
SIMPLEXGRINNELL LP	561.36	
SOUTHERN STATES	233.26	
STAPLES BUSINESS ADVANTAGE	653.60	
STEEL SERVICES, INC.	699.80	
STULTZ TOOLS & EQUIPMENT INC	239.19	
SUPER SHOES STORES, INC	458.95	
TAYLOR OFFICE & ART SUPPLY,INC	2,726.93	OFFICE SUPPLIES VARIOUS TOWN DEPTS
TEMPLETON-VEST	90.00	
THE BLACKSBURG PARTNERSHIP	5,000.00	PASSENGER RAIL SUPPORT
THOMPSON TIRE & MUFFLER	143.92	
TIDY SERVICES	1,780.90	PORTA POTTY SERVICES
TOWN OF BLACKSBURG	2,433.75	SUPERVISORY SKILLS TRAINING
TRANE	6,465.00	COIL REPLACEMENT AQUATIC CENTER
TREASURER OF MONTGOMERY COUNTY	194,775.00	1ST QTR SUPPORT REGIONAL 911
TREASURER OF VA	54,041.66	VRS LODA PAYMENT ANNUAL FOR PD FIRE RESCUE
TRI-DIM FILTER CORPORATION	847.56	
TRUESDELL ENGINEERING, INC	3,200.00	CONSTRUCTION DOCUMENTS FOR ENTRY SIGNS
TUCKER AUTO-MATION OF NORTH CAROLINA	279.75	
UNIFIRST CORPORATION	49.10	
UNITED MUFFLERS	129.99	
VA ASSOC OF MUNICIPAL WASTEWATER AGENCIES, INC	1,627.80	ANNUAL ASSOCIATION DUES
VA INFORMATION TECHNOLOGIES AGENCY	52.74	
VA MUNICIPAL STORMWATER ASSOCIATION, INC	675.00	
VEST'S SALES & SERVICE, INC.	7,268.90	REPAIR AMBULANCE
VIRGINIA BUSINESS SYSTEMS	802.58	
VIRGINIA MUNICIPAL LEAGUE	3,470.00	ANNUAL CONFERENCE COUNCIL AND TOWN MANAGER
VIRGINIA UTILITY PROTECTION SERVICE, INC	389.55	
VLGMA	268.84	
VULCAN, INC	6,045.63	SIGN MATERIALS PUBLIC WORKS
WADES FOODS INC.	214.11	
WILSON BROTHERS INCORPORATED	282.79	
WORDSPRINT	315.64	
TOTAL BILLS TO BE PAID July 29, 2016	720,847.73	

**TOWN OF CHRISTIANBURG
BILLS PAID DURING THE MONTH OF
SPECIAL REVENUE FUNDS**

June and July

VENDOR	AMOUNT PAID	DESCRIPTION
ATLANTIC EMERGENCY SOLUTIONS	1,447.60	CTY FIRE DECAL/STRIPS CHEVY TAHOE
CRAIG'S FIREARM SUPPLY, INC.	1,407.42	CTY FIRE BODY ARMOR GEAR
DIRECTV	194.22	
FLOYD COUNTY SHERIFF	125.00	NRVCIT TDO GRANT
JEFF LEACH & ASSOCIATES	714.96	
MONTGOMERY COUNTY SHERIFF	525.00	NRVCIT TDO GRANT
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCT	363.15	
NORTHSIDE FLOWER SHOP, INC.	300.00	
PULASKI POLICE DEPT	268.75	NRVCIT GRANT
RADFORD CITY POLICE	237.50	NRVCIT GRANT
TOWN OF CHRISTIANBURG	664.52	NRVCIT TDO GRANT
TOWN OF DUBLIN	275.00	NRVCIT TDO GRANT
VERIZON	428.50	
WADE'S FOOD	55.94	
TOTAL PAID BILLS	7,007.56	

TOWN OF CHRISTIANBURG		
BILLS PAID DURING THE MONTH	June and July	
VENDOR	AMOUNT PAID	DESCRIPTION
AIRGAS NATIONAL CARBONATION	254.40	
ANGLE FLORIST	135.00	
ANTHEM BLUE CROSS	191,150.44	
ANTHEM LIFE INSURANCE COMPANY	3,191.56	
APPALACHIAN POWER	49,888.67	
AT & T	137.58	
ATLANTIC TACTICAL	8,278.72	NIGHT VISION PD AND SUPPLIES
ATMOS ENERGY	457.98	
AUTO ZONE	35.48	
BALLPARK SIGNS	112.50	
BB&T	6,327.00	LIABILITY INSURANCE
BLACKSBURG POWER EQUIPMENT	27.54	
BLACKSBURG BAGEL	105.00	FARMERS MARKET
BMS DIRECT	1,334.08	PRINTING INSERTS FOR WATER BILLS
BRAME SPECIALTY COMPANY INC	1,379.75	JANITORIAL
BRENE INC	1,500.00	MOONWALK 4TH OF JULY CELEBRATION
BRIDGE KALRO MUSIC LLC	4,439.61	SOUND SYSTEM FOR MARKET
BOSTON MUTUAL LIFE INS	2,738.85	EMPLOYEE WITHHELD INSURANCE
CARDINAL BLUEPRINTS INC	995.48	
CHANDLER CONCRETE	7,259.63	CONCRETE FOR VARIOUS PW PROJECTS
CHARLES KING	1,075.20	IT CONSULTING
CARTER BANK & TRUST	532,878.00	PAYMENT ON 4.770 LOAN AND 2MILL LAND LOAN
CITIZENS	7,820.00	2820 INTERNET SERVICE 5000 FIBER CONSTRUCTION
COOKE CPA FIRM	950.00	
COLD STONE CREAMERY	176.00	
COLONIAL LIFE & ACCIDENT INSURANCE	1,100.76	EMPLOYEE WITHHELD INSURANCE
CROW'S NEST GREENHOUSES	74.25	
DELL MARKETING	3,202.17	LAPTOPS AND COMPUTER MONITORS
DE LAGE LANDEN	768.00	
DEN HILL PERMACULTURE	131.00	FARMERS MARKET
DJR ENTERPRISES	558.00	
DIRECT SPORTS INC	349.05	
DONS AUTO CLINIC	144.00	
DUKES ROOT CONTROL	26,863.41	CLEAN OUT SEWER PIPE ROOTS
ELECTRICAL SUPPLY	177.60	
EVOQUA WATER TECHNOLOGIES	59,060.00	PRIMARY CLARIFIER REPAIRS
EXCEL TRUCK GROUP/VIRGINIA TRUCK CENTER	540.50	
EXPRESS SERVICES IN	7,591.17	TEMP LABOR IN ENGINEERING AND LANDSCAPING CREW
FASTENAL COMPANY	53.04	
FARMERS MARKET	45.00	
FERGUSON ENTERPRISES INC	3,128.66	PIPES AND FITTINGS PUBLIC WORKS
FISHER SCIENTIFIC CO	70.98	
FLEET ONE	4,139.22	FUEL TOWN VEHICLES
FLEET PRIDE INC	843.55	REPAIR PARTS
G/A SAFETY SUPPLY INC	8,866.07	SAFETY SUPPLIES FOR PUBLIC WORKS
GENWORTH LIFE INSURANCE COMPANY	459.15	EMPLOYEE WITHHELD INSURANCE
GOV DEALS	275.05	
GRAINGER	2,162.35	SUPPLIES AND SMALL TOOLS PUBLIC WORKS
GRANTURK EQUIPMENT COMPANY	47.38	
GUARD RAIL OF ROANOKE	12,455.00	NEW GUARD RAILS DEPOT STREET AND TOWER ROAD
HARPER AND COMPANY	881.10	
HARVEY CHEVROLET CORP	72.29	
HAWKINS-GRAVES INC	810.00	
HENDERSON PRODUCTS	238,064.00	PLOWS, BOXES ETC FOR 3 NEW TRUCKS PW
HIGHWAY MOTORS	225.50	

TOWN OF CHRISTIANBURG		
BILLS PAID DURING THE MONTH	June and July	
VENDOR	AMOUNT PAID	DESCRIPTION
HOLIDAY MOTOR CORP	244.29	
HOLLAND SUPPLY COMPANY	638.62	
HOLLYBROOK MULCH TRUCKING	337.50	
HOME DEPOT	3,470.55	VARIOUS BUILDING MAINTENANCE
HOSE HOUSE INC	137.97	
ICON ENTERPRISES	150.00	
INTERSTATE BATTERY SYSTEM OF ROANOKE VALLEY	349.16	
JAMES RIVER LASER & EQUIP CO	410.00	
JOHNSON TRUCK CENTER LLC	320,094.00	2 TANDEM AXLE FREIGHTLINER AND ONE SINGLE AXLE
KEY RISK	46,435.30	WORK COMP INSURANCE
KOVATCH MOBILE EQUIPMENT CORP	443.95	
KROGER	458.24	
LOWES HOME IMPROVEMENT	3,115.00	SUPPLIES AND MATERIALS FOR VARIOUS DEPTS, BUILDING MAINTENANCE
LUMOS NETWORKS INC	1,007.19	
MARKETING ON MAIN STREET	684.00	
MEDIA-TEL INC/RAW TALENT	1,100.00	4TH OF JULY CELEBRATION
METRO HEAVY DUTY	239.90	
MIDWAY PRODUCTION SERVICES	2,050.00	4TH OF JULY CELEBRATION
MIDWEST MOTOR SUPPLY INC	359.59	
MONTGOMERY PUBLISHING LLC	845.00	
MONTGOMERY REGIONAL SOLID WASTE AUTHORITY	35,605.96	SOLID WASTE DISPOSAL TIPPING FEES
MOUNTAIN 2 ISLAND PADDLEBOARD	60.00	
MUNICIPAL EMERGENCY SERVICES	2,238.00	REPAIR PARTS FIRE DEPT
NATIONAL BANK OF BLACKSBURG	32,470.74	LOAN PAYMENT REFUNDED 2 MILL AQ LOAN
NATIONAL FIRE PROTECTION	680.90	
NATIONAL POOLS OF ROANOKE INC	3,206.82	CHLORINE FOR WWTP
NCL WISCONSIN	3,637.45	WWTP REPAIRS
NEW RIVER ENGRAVING	1,005.00	TROPHYS FOR TOURNAMENTS RECREATION
NEW RIVER FIRE EXTINGUISHERS	1,233.00	ANNUAL INSPECTION OF FIRE EXTINGUISHERS
NEW RIVER VALLEY PIZZA LLC	245.94	
NORTHERN TOOL & EQUIPMENT	205.76	
PEPSI BOTTLING COMPANY	1,327.20	HARKRADER CONCESSIONS
PETTY CASH	257.49	
OFFICE OF UNIVERSITY BURSAR VT	346.10	INTERNS
OLD TOWN PRINTING	340.70	
OREILLY AUTO PARTS	182.37	
PIONEER MANUFACTURING	993.00	
PNC BANK	499,904.50	AQ 10 MILL LOAN
POLYDYNE INC	4,905.00	CLARIFLOC FOR WWTP
POWER ZONE	485.55	
PRICE BUILDERS	25,581.60	PD RENOVATIONS
PROFESSIONAL COMMUNICATIONS	235.00	
PYROTECHNIC INDUSTRIES-S.VITALE	6,000.00	4TH OF JULY CELEBRATION
QUILL	443.90	
RJ MERKEL INC	6,952.14	STRIPING PAVEMENT MARKINGS
REFUND EMS THIRD PARTY	329.72	
REFUNDS AQUATICS	145.00	
REFUND FEES REC DEPT	45.00	
REFUND TAXES	81.52	
REFUND WATER	1,474.12	
REIMBURSEMENTS EMPLOYEES	354.81	
ROANOKE TIMES	6,766.83	JOB POSTINGS, BUDGET, STORM WATER, WATER FEE ADVERTISEMENTS FOR HEARINGS
SAMS CLUB	3,814.29	BUDDY CAMP AND HARKRADER
SANICO	1,508.94	JANITORIAL SUPPLIES
SCHOOLS	249.00	eng 249
SCHOLASTIC SPORTS	139.00	

TOWN OF CHRISTIANBURG		
BILLS PAID DURING THE MONTH	June and July	
VENDOR	AMOUNT PAID	DESCRIPTION
SCHINDLER, FRITZ	700.00	4TH OF JULY CELEBRATION
SCHNEIDER ELECTRIC	296.00	
SHERWIN WILLIAMS COMPANY	352.98	
SHENTEL	408.93	
SHERWOOD LOGAN & ASSCOIATES	7,504.00	INSTALL ROTORK WWTP
SHRED IT LLC	78.86	
SIGN A RAMA	745.02	
SISSON & RYAN LLC	9,191.37	SAND GRAVEL FOR STREET/WATER PROJECTS
SKYLINE DOOR	786.67	
SOUTH EASTERN SECURITY CONSULTANTS	525.00	
SOUTHERN REFRIDGERATION CORP	1,901.49	REPAIR AND MAINTENANCE PUBLIC WORKS
SOUTHERN STATES	374.94	
SPRINT	455.78	
STAND ENERGY	2,470.90	GAS PURCHASES AQUATIC CENTER
STATE ELECTRIC SUPPLY INC	2,987.34	SLATE BRANCH CONTROL PANEL WWTP
STEELE JAMES BRADLEY	700.00	
STEEL SERVICES	145.77	
TAYLOR OFFICE SUPPLY	1,750.26	OFFICE SUPPLIES ALL DEPTS
THOMPSON TIRE SUPPLY	822.50	
TRAVEL	725.14	PD 140 REC 280.50 PLANNING 304.64
TRACTOR SUPPLY	703.95	
TRIMBLE GARY/TRIMBLE SOUND	600.00	4TH OF JULY CELEBRATION
TENCARVA MACHINERY CO	5,006.40	REPLACEMENT PUMP WWTP
ULINE	312.65	
UNIFIRST CORPORATION	98.20	
UNITED POSTAL SERVICES	5,763.38	MAIL WATER QUALITY REPORTS AND UTILITY BILL PAY POSTAL PATRONS
UNITED RENTAL	67.97	
USA BLUE BOOK	3,155.47	LAB SUPPLIES WWTP
US CELLULAR	119.52	
US FOODS	198.71	
VERIZON	117.89	
VIRGINIA ASSOCIATION OF COUNTIES	584.57	
VIRGINIA DEPARTMENT OF TREASURY	788.04	4TH QTR BUILDING LEVY FEE
VIRGINIA DEPARTMENT OF MOTOR VEHICLES	970.00	DMV STOPS
VIRGINIA DIXIE YOUTH BASEBALL	1,000.00	STATE TOURNAMENT FEES
VIRGINIA TECHIQUES GYMNASTICS	1,250.00	CLASES RECREATION
VIRGINIA RETIREMENT SYSTEM VRS	164,574.01	
VULCAN INC	1,995.43	SIGN MATERIALS PW
EATHERTOP FARM LLC	40.00	FARMERS MARKET
WELLS FARGO	94,625.00	AQ 2 mill refunded loan
WILSON BROTHERS INC.	196.62	
WITMER PUBLIC SAFETY GROUP	1,397.00	SUPPLIES FIRE DEPT
WORDSPRINT	1,669.01	ENVELOPES AND UTILITY BILLING NOTICES
WEST PUBLISHING COMPANY	137.92	
TOTAL SPECIAL REVENUE BILLS PAID	7,007.56	
TOTAL PAID BILLS	2,542,036.63	
BILLS TO BE PAID	720,847.73	
GRAND TOTAL	3,269,891.92	

August 2, 2015

Memorandum

To: Mayor and Town Council

From: Wayne Nelson, Director of Engineering and NRVAVA Board Representative

Subject: NRV Regional Water Authority Water Plant Improvements

Background

The purpose of this memorandum is to update you regarding the progress to date of the NRV Regional Water Authority (NRV Authority) design initiatives related to the Joinder Agreement (Agreement) and the operational status of the water treatment plant. A copy of the Joinder Agreement is included as Attachment 1 and a copy of the Amended and Restated Water Agreement is included as Attachment 2. The supporting study can be provided upon request.

The Joinder process resulted in development of a document referred to as a preliminary engineering report (PER), which identified water main extension options to meet the Agreement's objectives. Through the preliminary engineering studies, the water main extension alternatives and the feasibility of each alternative were analyzed. An estimated probable cost of those water main extensions was also developed for the purpose of the Agreement. While this information was helpful during the Joinder process, the information was not of sufficient detail to be defined as a PER by the Virginia Department of Health (VDH). Subsequently, the Joinder Study was not submitted to the VDH for approval. Prior to design of the Joinder projects, a formal PER meeting the VDH requirements had to be prepared for each project.

The NRV Authority Board authorized Executive Director, Caleb Taylor, to proceed with preparation of full PERs for two NRV Authority projects identified during the Joinder process. The two projects included the Prices Fork Extension and Plum Creek Extension. The Prices Fork Extension serves the Montgomery County residents in the Prices Fork area as well as the redundant water supply line for the Town of Blacksburg and Virginia Tech. The Plum Creek Extension is the first phase of the redundant water supply line for Christiansburg, eastern Montgomery County and the Mud Pike area in addition to serving Riner. The objective of both projects was to connect Montgomery County PSA water systems to the NRV Authority's water system, while providing redundant water service to all Authority members. The primary purpose though was to supply a reliable water supply to the Montgomery County residents. As per the directive of VDH, the PERs required a full and detailed hydraulic analysis of all options considered. The required PER analysis was far outside the scope of the engineering study performed during the Joinder development process. Engineering firms have now performed the studies and prepared the reports, and the PERs have been submitted to the VDH for approval.

Considerations

At the time of the Agreement, the combined project costs were estimated at \$4,907,740. This current estimate for these improvements is now \$12,261,000. The Board will review the timing of these projects to ensure that the intent of the Joinder Agreement is met, while also considering the timing and impact of member wholesale water rates.

The Authority's water plant is old and needs major repairs. Most of the equipment is original to the plant, which was constructed in 1955-1957, and much of the rest was installed as part of the last major update of the plant in 1976. Operators of the plant are now experiencing serious issues. For example, the filter backwash pump (note only one is available) needed repair recently, but parts were extremely difficult to obtain due to the age of the pump and the associated equipment, including the electrical panels and hardware.

An arc flash study conducted at the plant this past year revealed that the equipment is antiquated and has a high potential for arc flash, thereby making it dangerous for staff to work on the electrical systems. Without redundancy of key components and the capacity to readily obtain parts, as in the case of the pump, the risks of plant failure are severe. Vulnerability of operations at the plant is therefore high and resiliency (ability to recover) is low. When this information was presented to the Board, the Board asked for a full assessment of the conditions at the plant along with probable costs to modernize/upgrade. Additionally, all Board members toured the plant, witnessed the conditions first hand, and talked with staff responsible for daily operations. The Water Plant Condition Status Report is included as Attachment 3 for your review.

Status and Conclusions

In the coming weeks the NRV Authority Board will be evaluating plant cost upgrades along with meeting the project construction timeline, as stipulated in the Agreement. The Board conducted a work session on June 24th where a final analysis of the plant upgrades were presented by Draper Aden and Davenport Financial Advisors. Plant upgrade costs were evaluated against the projected water rate increases to members. This information will be presented in detail on August 31st at the Joint Councils / Board meeting.

JOINDER AGREEMENT

among

TOWN OF BLACKSBURG, VIRGINIA,

TOWN OF CHRISTIANSBURG, VIRGINIA,

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY,

MONTGOMERY COUNTY, VIRGINIA

and

BLACKSBURG-CHRISTIANSBURG-V.P.I. WATER AUTHORITY
(TO BE RENAMED NRV REGIONAL WATER AUTHORITY)

Dated as of June 18, 2013

JOINDER AGREEMENT

THIS JOINDER AGREEMENT, dated as of June 18, 2013 (the "Agreement"), is made among the **TOWN OF BLACKSBURG, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("Blacksburg"), the **TOWN OF CHRISTIANSBURG, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("Christiansburg"), **VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY**, a political subdivision of the Commonwealth of Virginia ("Virginia Tech"), **MONTGOMERY COUNTY, VIRGINIA**, a county of the Commonwealth of Virginia ("Montgomery County") and the **BLACKSBURG-CHRISTIANSBURG-V.P.I. WATER AUTHORITY (TO BE RENAMED NRV REGIONAL WATER AUTHORITY)** (the "Authority"), a water and sewer authority organized and existing under Chapter 51 of Title 15.2 of the Code of Virginia, 1950, as amended (the "Virginia Water and Waste Authorities Act"), (Blacksburg, Christiansburg, Virginia Tech and Montgomery County being referred to herein from time to time as a "Member" or the "Members" or as "Public Body" or the "Public Bodies" and the Members or Public Bodies and the Authority being referred to herein from time to time as a "Party" or as "the Parties");

WITNESSETH:

WHEREAS, Blacksburg, Christiansburg and Virginia Tech have been the members of the Authority since 1955, and have operated the Authority as a wholesale source of drinking water for their citizens and students, each purchasing water in bulk from the Authority and distributing it to their customers through storage and distribution systems owned, operated and maintained by each; and,

WHEREAS, Montgomery County has requested that it become a member of the Authority on an equal basis with Blacksburg, Christiansburg and Virginia Tech, and that it be

permitted to purchase water from the Authority on the same terms as Blacksburg, Christiansburg and Virginia Tech; and,

WHEREAS, the Act provides full authority for Montgomery County to join and become a member of the Authority in accordance with the provisions of §15.2-5112 of the Act; and

WHEREAS, each party has been given a copy of the Act at the time of execution and delivery of this Agreement; and,

WHEREAS, the Parties have determined that Montgomery County will join the Authority and the Authority has agreed to such reorganization in accordance with the terms and conditions set out in this Agreement; and,

WHEREAS, in reorganizing the Authority, the Parties agree that the purposes for which the Authority was created are to exercise all the powers granted in the Act to public service authorities to acquire, finance, construct, operate, manage and maintain a water withdrawal, treatment and wholesale transmission facility for the sole purpose of selling bulk water to its members, and all other powers granted by the Act.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, and agreements contained herein, the Parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

The following words and terms have the following meanings unless the context otherwise requires:

“Amended and Restated Water Agreement” means that Amended and Restated Water Agreement dated as of June 18, 2013 among the Parties and the MCPSA.

“Authority” means the Blacksburg-Christiansburg-V.P.I. Water Authority (to be renamed NRV Regional Water Authority).

“Blacksburg” means the Town of Blacksburg, Virginia.

“Board” means the governing body of the Authority.

“Board member” or “Board Members” means the individual members of the Board. The term “Board Member” should not be confused with “Member.”

“Christiansburg” means the Town of Christiansburg, Virginia.

“Member” means the Members of the Authority, which are Blacksburg, Christiansburg and Virginia Tech prior to the approval of the application to the Virginia State Corporation Commission for the entry of Montgomery County as a Member, and will include Montgomery County after such approval. The term “Member” should not be confused with “Board Member.”

“Montgomery County” means Montgomery County, Virginia.

“MCPSA” means the Montgomery County Public Service Authority.

“Obligation to Purchase” means the obligation of Montgomery County to purchase its membership interest in the Authority, the terms of which are described in Section 2.4.

“Virginia Tech” means Virginia Polytechnic Institute and State University.

“Water Agreement” means the Parties’ and the MCPSA’s Amended and Restated Water Agreement, the form of which is attached hereto as Exhibit B, which the Parties and the MCPSA will execute and deliver on the effective date of this Agreement.

“Water System” means the Authority’s existing water transmission system as it currently exists and may be further developed in the future.

“Wheelage” means the charges for transmission of water through a Member’s distribution system to be delivered to another Member, calculated and administered in accordance with Section 2.6 and with Section 5.5 of the Water Agreement.

ARTICLE II GOVERNANCE AND PURCHASE

Section 2.1. Name.

The name of the Authority shall be changed to NRV Regional Water Authority. It will amend its bylaws to reflect this change.

Section 2.2. Board of Directors; Voting.

Each Member of the Authority shall have the authority to appoint one(1) Board Member to the Board of the Authority. Board Members shall each have one (1) vote. The Board will consist of six (6) Board Members, four (4) of which will be appointed one (1) each by Blacksburg, Christiansburg, Virginia Tech and Montgomery County, the other two (2) of which will be “at large” Board Members appointed by the Members of the Authority. At the time either of the current “at large” Board Member positions are vacated, the Authority will reduce the number of Board Members of the Board to five (5). Upon Montgomery County’s becoming a Member, the Members will amend the Bylaws of the Authority in accordance with this agreement.

Section 2.3. Water Agreement.

The Parties agree to amend and restate the current Water Agreement (the “Water Agreement”) dated March 1, 1977 between Blacksburg, Christiansburg and Virginia Tech, as amended by an Agreement dated February 13, 1979 between the Authority and Blacksburg, to provide that Montgomery County and MCPSA will become signatories to the Water Agreement.

Section 2.4. Purchase of Membership Interest by Montgomery County.

For admission as a member of the Authority, Montgomery County agrees to purchase, with funds to be provided by the MCPSA pursuant to Section 6.3 of the Water Agreement, its membership interest for \$1,300,000 to be paid over forty (40) years at an interest rate of two percent (2.0%) per year, in annual installments of \$47,522.47 to be paid on July 1 of each year beginning July 1, 2013, and on each following July 1 until paid in full, which deferred purchase obligation may be prepaid at any time without penalty. In the event Montgomery County should fail, after ninety (90) days, to make any payment required by this Section 2.4, neither Montgomery County nor the MCPSA shall be permitted to purchase water from the Authority.

Section 2.5. Meter Responsibilities.

All master meters shall be read by the Authority. All customer meters shall be read by Members. The Authority shall, after the Transitional Meter Settings (as defined in the Amended and Restated Water Agreement) have been completed, be responsible for placing master meters so as to measure input to Members' distribution systems and outflow to a consecutive Member.

Section 2.6. Wheelage.

Each Member of the Authority may charge wheelage for water transmitted and stored through its storage and distribution facilities and delivered to another Member of the Authority; provided; however that wherever in the Water System water is transmitted to such Member from a transmission source with a two-way metering system, no wheelage shall be charged.

ARTICLE III

WARRANTIES AND REPRESENTATIONS

Section 3.1. Authority Relative to This Agreement.

The Parties warrant and represent that they each have the power and authority to execute and deliver this Agreement, to admit Montgomery County as a Member of the Authority, to carry out their duties and obligations under this Agreement and to consummate the transactions contemplated hereby. Montgomery County warrants and represents that its Obligation to Purchase is valid and binding. The execution and delivery of this Agreement by the Parties and the consummation by the Parties of the transactions contemplated hereby have been duly authorized by the Parties' governing bodies. No other proceedings on the part of the Parties are necessary to authorize this Agreement and the transactions contemplated herein.

Section 3.2. Non-Contravention.

The execution and delivery by the Parties of this Agreement does not, and the consummation of the transactions contemplated hereby will not, (i) violate or result in a breach of any provision of Blacksburg's, Christiansburg's or Virginia Tech's charters, (ii) violate or constitute a default under the terms, conditions or provisions of any note, bond, mortgage, lien, lease, agreement, license, indenture, instrument, or other instrument or obligation to which the Parties are a party or by which any of the Parties is bound, or (iii) violate any order, writ, injunction, arbitration award, judgment, decree, statute, rule or regulation applicable to any of the Parties.

Section 3.3. No Litigation.

There are no actions, suits, claims, investigations or proceedings (legal, administrative or arbitral) pending, or to the best of Parties' knowledge, threatened, whether at law or in equity

and whether civil or criminal in nature, before any court, arbitrator, or any governmental department, commission, agency or instrumentality which would have a material adverse affect upon: (i) any license, grant, assignment, franchise, right-of-way, easement, or right reasonably necessary for the ownership and operation of the Water System; or (ii) the ability of each Party to perform its obligations under this Agreement. Furthermore, there are no existing judgments, orders, or decrees of any such court, arbitrator, governmental department, commission, agency or other instrumentality which have or would have a material adverse effect as described in the preceding sentence.

Section 3.4. Consents and Approvals.

Other than as contemplated herein, no notice, consent, approval, waiver or other action of any kind is required to be obtained by the Parties by virtue of the execution hereof by the Parties or in connection with the consummation of any of the transactions contemplated herein.

Section 3.5. Licenses and Permits; Compliance with Laws.

The Authority has obtained and holds all licenses, certificates, permits, franchises, approvals and rights from appropriate federal, state or other public authorities required to own and operate the Water System and to conduct its business as such business is now being conducted and for the services it provides.

Section 3.6. No Violations of Law.

To the best of the Parties' knowledge, their participation in this Agreement does not cause a violation of any federal, state or local law, statute, rule, regulation or ordinance related to or in any way connected with matters contained in this Agreement.

**ARTICLE IV
COVENANTS OF THE AUTHORITY**

Section 4.1. Secure Necessary Consents.

The Authority will use its best efforts to obtain all consents, approvals and agreements required on its part to carry out the transactions contemplated by this Agreement.

Section 4.2. Services and Rates.

The Authority agrees that it shall provide wholesale water service to the Parties using the Water System, and any new additions or improvements to the Water System as it may undertake, at a uniform rate to all Members. The cost of water will not be immediately increased to the Members, though increases may result from the debt service necessary to provide for the Transitional Financing (as defined in the Amended and Restated Water Agreement).

On and after the effective date of this Agreement, the Authority will be responsible for imposing and collecting fees and charges sufficient to operate the Water System, as established by the Authority.

**ARTICLE V
CLOSING AND EFFECTIVE DATE**

Section 5.1. Effective Date.

This Agreement shall take effect when the Authority's application for Montgomery County to become a Member is approved by the Commonwealth of Virginia State Corporation Commission.

Section 5.2. Re-execution of Joinder Agreement.

The Authority will re-execute this Joinder Agreement once Montgomery County has become a Member and its name has been changed to NRV Regional Water Authority.

**ARTICLE VI
MISCELLANEOUS**

Section 6.1. Expenses; Closing Costs.

All reasonable expenses incurred by or on behalf of the parties hereto in connection with the authorization, preparation, execution and consummation of this Agreement, including, without limitation, all fees and expense of agents, representatives, counsel, engineers and accountants employed by the Parties hereto, shall be borne by the Authority and reimbursed by Montgomery County, which will, when and as it is able, reimburse the Parties such expenses as they each may have incurred, except as otherwise expressly provided in this Agreement.

Section 6.2. Cooperation.

The parties hereto agree to cooperate in making effective the transactions contemplated hereby, and each of them will, at the request of the other, join in taking any action which, though not specified herein, may be reasonably required to be taken in order to consummate the transactions contemplated hereby.

Section 6.3. Further Assurances.

From time to time after the Closing, the Parties will execute such additional instruments of assignment and conveyance and other documents and take such other actions as may be necessary or appropriate to carry out the intent of this Agreement and to vest title or convey rights in and to the Water System in the Authority.

Section 6.4. Notices.

Any and all notices herein provided for or relating to the transactions herein provided for will be in writing and will be deemed to have been sufficiently given to the Parties if delivered by hand or mailed, postage prepaid, by first class mail, addressed to:

Town of Blacksburg
300 South Main Street
Blacksburg, Virginia 24060
Attention: Town Manager

Town of Christiansburg
100 East Main Street
Christiansburg, Virginia 24073
Attention: Town Manager

Montgomery County, Virginia
755 Roanoke Street
Christiansburg, Virginia 24073-3181
Attention: County Administrator

Virginia Polytechnic Institute and State University
248 Burruss Hall
Blacksburg, Virginia 24060
Attention: Sherwood G. Wilson, Vice President of Business
Affairs

NRV Regional Water Authority
P.O. Box 10006 (Blacksburg 24062-0006)
3515 Peppers Ferry Road
Radford, Virginia 24141
Attention: Gerard W. Higgins, P.E.

Section 6.5. Headings.

Section and subsection headings in this Agreement are for convenience only and are not to be construed as a part hereof or in any way limiting or amplifying the provisions hereof.

Section 6.6. Entire Agreement; Modification.

This Agreement and the Water Agreement constitute and contain the entire agreement of the Parties hereto and supersede any and all prior negotiations, correspondence, understandings, and agreements between the Parties respecting the subject matter hereof and may not be modified, altered or changed in any manner whatsoever except by written agreement between the Parties hereto.

Section 6.7. Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 6.8. Successors and Assigns.

This Agreement will inure to the benefit of and be binding upon the successors of any Party hereto, but no right or liability or obligation arising hereunder may be assigned or transferred by any Party except by operation of law.

Section 6.9. Governing Law.

This Agreement and the transactions contemplated hereby will be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia.

Section 6.10. Survival of Representations, Warranties and Agreements.

The representations, warranties and continuing agreements of the Parties made in this Agreement and in the documents delivered pursuant hereto will survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Section 6.11. Integration.

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect any other provision thereof.

Section 6.12. Liquidation Rights; Rights of Withdrawal.

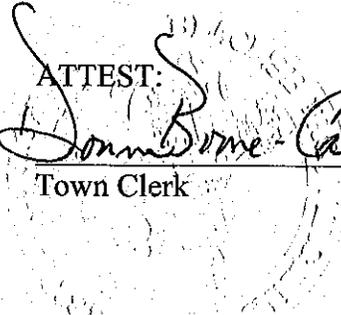
At such time as it shall become necessary to determine the respective interest of the Public Bodies and any other public body who is a Member at such time for the purpose of distributing or otherwise disposing of the assets of the Authority, the interest of each Public Body and each such other public body shall be determined by the ratio of a) the amount paid by each Member for water purchased from the Authority to b) the total amount paid by all Members

for water purchased from the Authority during the immediately preceding twenty (20) years.
Rights of a Member to withdraw from the Authority shall be governed by the Virginia Water and
Waste Authorities Act.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Joinder Agreement to be executed in their names by their duly authorized officers as of the date first above written.

TOWN OF BLACKSBURG

ATTEST:

Donna Borne-Caldwell
Town Clerk

By [Signature]
Mayor

TOWN OF CHRISTIANSBURG

ATTEST:
[Signature]
Town Clerk

By [Signature]
Mayor

VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY

Sherwood G. Wilson, Vice President
for Administration

MONTGOMERY COUNTY

ATTEST:
[Signature]
Secretary, Board of Supervisors

By [Signature]
Chair, Board of Supervisors

IN WITNESS WHEREOF, the Parties have caused this Joinder Agreement to be executed in their names by their duly authorized officers as of the date first above written.

TOWN OF BLACKSBURG

ATTEST:

Town Clerk

By _____
Mayor

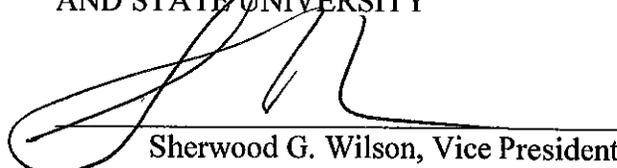
TOWN OF CHRISTIANSBURG

ATTEST:

Town Clerk

By _____
Mayor

VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY



Sherwood G. Wilson, Vice President
for ~~Administrative Services~~
Administration

MONTGOMERY COUNTY

ATTEST:

Secretary, Board of Supervisors

By _____
Chair, Board of Supervisors

BLACKSBURG-CHRISTIANSBURG-
V.P.I. WATER AUTHORITY

ATTEST:

Wayne O. Nelson
Secretary

By John W. Kirby
Chair

APPROVED AS TO FORM:

Ann S. Spence, P.C.
Town Attorney, Blacksburg

APPROVED AS TO EXECUTION:

Ann S. Spence, P.C.
Town Attorney, Blacksburg

APPROVED AS TO FORM:

Theresa Fontana
Town Attorney, Christiansburg

APPROVED AS TO EXECUTION:

Theresa Fontana
Town Attorney, Christiansburg

APPROVED AS TO FORM:

University Counsel

APPROVED AS TO EXECUTION:

University Counsel

APPROVED AS TO FORM:

Monte McCullh
County Attorney

APPROVED AS TO EXECUTION:

Monte McCullh
County Attorney

BLACKSBURG-CHRISTIANSBURG-
V.P.I. WATER AUTHORITY

ATTEST:

Secretary

By _____
Chair

APPROVED AS TO FORM:

APPROVED AS TO EXECUTION:

Town Attorney, Blacksburg

Town Attorney, Blacksburg

APPROVED AS TO FORM:

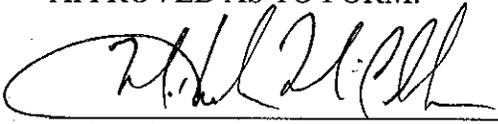
APPROVED AS TO EXECUTION:

Town Attorney, Christiansburg

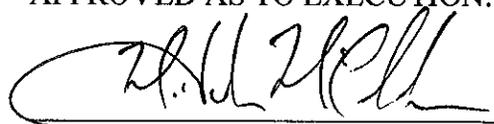
Town Attorney, Christiansburg

APPROVED AS TO FORM:

APPROVED AS TO EXECUTION:



University Counsel



University Counsel

APPROVED AS TO FORM:

APPROVED AS TO EXECUTION:

County Attorney

County Attorney

APPROVED AS TO FORM:

Wann [Signature]
Authority Counsel

APPROVED AS TO EXECUTION:

Wann [Signature]
Authority Counsel

IN CONFIRMATION WHEREOF, the Authority has re-executed this Joinder Agreement this ___ day of _____, 2013.

NRV REGIONAL WATER AUTHORITY

ATTEST:

Secretary

By _____
Chair

APPROVED AS TO FORM:

Wann [Signature]
Authority Counsel

APPROVED AS TO EXECUTION:

Wann [Signature]
Authority Counsel

LIST OF EXHIBITS

- Exhibit A** Amended and Restated Articles of Incorporation of the Blacksburg-Christiansburg-V.P.I. Water Authority
- Exhibit B** Amended and Restated Water Agreement

Exhibit A

**Amended and Restated Articles of Incorporation of the
Blacksburg-Christiansburg-V.P.I. Water Authority**

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF THE
BLACKSBURG-CHRISTIANSBURG-V.P.I. WATER AUTHORITY**

The Board of Visitors of Virginia Polytechnic Institute and State University, the Town Council of the Town of Blacksburg, the Town Council of the Town of Christiansburg, and the Board of Supervisors of Montgomery County, Virginia, have, by concurrent resolutions, adopted the following Amended and Restated Articles of Incorporation of the Blacksburg-Christiansburg-V.P.I. Water Authority, pursuant to the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2 of the 1950 Code of Virginia, as amended)("Act").

ARTICLE I

The name of the Authority shall be the NRV Regional Water Authority and the address of its principal office is 3515 Peppers Ferry Road, Radford, Virginia 24141.

ARTICLE II

The names of the political subdivisions participating in the NRV Regional Water Authority (the "Authority") are Virginia Polytechnic Institute and State University, the Town of Blacksburg, the Town of Christiansburg, and Montgomery County, Virginia (collectively, the "Members"), each of which hereby acknowledges, covenants, and agrees that these Amended and Restated Articles of Incorporation shall not be further amended or changed without the express agreement of each of the governing bodies of each of the participating political subdivisions.

ARTICLE III

The Board of the Authority shall consist of six board members. The names, addresses, and terms of office of the initial board members of the reconstituted Board of the NRV Regional Water Authority are as follows:

	Name	Address	Term of Office beginning ending
1.			
2.			
3.			
4.			
5.			

The governing body of each participating political subdivision has initially appointed the number of board members set forth opposite its name below:

Montgomery County – One, for a term of 4 years

Virginia Polytechnic Institute and State University – One, for a term of 3 years

Town of Blacksburg – One, for a term of 2 years

Town of Christiansburg - One, for a term of 1 year

The fifth initial Board Member has been chosen by the initial four Board Members for an initial term of one (1) year.

Upon the expiration of the term of any initial Board Member chosen by the initial four Board Members, the remaining Board Members shall elect a successor. Upon the expiration of the term of any of the initial four Board Members chosen by one of the participating political subdivisions, such political subdivision shall promptly choose a successor.

The participating political subdivision will appoint successors to fulfill the terms of Board Members appointed by such participating subdivision who die, resign, or are disqualified.

After the initial terms, each Board Member shall be appointed for a four-year term and shall serve until a successor is appointed and qualified. Each Board Member shall have a vote and when required by law or when requested by any Board Member, such vote shall be recorded by "yeas" or "nays."

Each board member shall be reimbursed by the Authority for the amount of actual expenses incurred in the performance of Authority duties.

ARTICLE IV

The purposes for which the Authority is being reorganized are to exercise all the powers granted to the Authority to acquire, finance, construct, operate, manage, and maintain a wholesale water treatment and transmission system and related facilities for the purpose of selling water wholesale to its Members pursuant to the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2 of the 1950 Code of Virginia, as amended (the "Act"). The Authority shall have all of the rights, powers, and duties of an authority under the Act.

It is not practicable to set forth herein information regarding preliminary estimates of capital costs, proposals for specific projects to be undertaken, or initial rates for the proposed projects.

ARTICLE V

The Authority shall provide water to its Members.

ARTICLE VI

The Authority shall cause an annual audit of its books and records to be made by the State Auditor of Public Accounts or by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each of the incorporating political subdivisions.

ARTICLE VII

The term of existence of the Authority shall be 50 years from the effective date of the Members' resolutions authorizing these Amended and Restated Articles.

IN WITNESS WHEREOF the Board of Supervisors of Montgomery County, the Town Council of the Town of Blacksburg, Virginia, the Town Council of the Town of Christiansburg, Virginia, the Board of Visitors of Virginia Polytechnic Institute and State University, and the Board of Directors of the Blacksburg-Christiansburg-V.P.I. Water Authority have caused these Amended and Restated Articles of Incorporation to be executed in their respective names, and their respective seals have been affixed hereto and attested by the respective secretaries and clerks of each.

BLACKSBURG-CHRISTIANSBURG-V.P.I.
WATER AUTHORITY

TOWN OF BLACKSBURG, VIRGINIA

By: _____
Chairman

By: _____
Mayor

WITNESS: _____ (SEAL)
Secretary

WITNESS: _____ (SEAL)
Clerk

MONTGOMERY COUNTY, VIRGINIA

TOWN OF CHRISTIANSBURG,
VIRGINIA

By: _____
Chairman, Board of Supervisors

By: _____
Mayor

WITNESS: _____ (SEAL)
Secretary

WITNESS: _____ (SEAL)
Clerk

VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY

By: _____
Rector, Board of Visitors

WITNESS: _____ (SEAL)
Secretary

Exhibit B

Amended and Restated Water Agreement

AMENDED AND RESTATED WATER AGREEMENT

among

TOWN OF BLACKSBURG, VIRGINIA,

TOWN OF CHRISTIANSBURG, VIRGINIA,

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY,

MONTGOMERY COUNTY PUBLIC SERVICE AUTHORITY,

MONTGOMERY COUNTY, VIRGINIA

and

BLACKSBURG-CHRISTIANSBURG-V.P.I. WATER AUTHORITY

(TO BE RENAMED NRV REGIONAL WATER AUTHORITY)

Dated as of June 18, 2013

AMENDED AND RESTATED WATER AGREEMENT

THIS AMENDED AND RESTATED WATER AGREEMENT, dated as of June 18, 2013 (the "Agreement"), is made among the **TOWN OF BLACKSBURG, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("Blacksburg"), the **TOWN OF CHRISTIANSBURG, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("Christiansburg"), **VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY**, a political subdivision of the Commonwealth of Virginia ("Virginia Tech"), **MONTGOMERY COUNTY, VIRGINIA**, a county of the Commonwealth of Virginia ("Montgomery County"), the **MONTGOMERY COUNTY PUBLIC SERVICE AUTHORITY** (the "MCPSA"), a water and sewer authority organized and existing under Chapter 51 of Title 15.2 of the Code of Virginia, 1950, as amended (the "Virginia Water and Waste Authorities Act") and the **BLACKSBURG-CHRISTIANSBURG-V.P.I. WATER AUTHORITY (TO BE RENAMED NRV REGIONAL WATER AUTHORITY)** (the "Authority"), a water authority organized and existing under Chapter 51 of Title 15.2 of the Code of Virginia, 1950, as amended (the "Virginia Water and Waste Authorities Act"), (Blacksburg, Christiansburg, Virginia Tech and Montgomery County being referred to herein from time to time as a "Member" or the "Members" or as "Public Body" or the "Public Bodies" and the Members or Public Bodies, the MCPSA and the Authority being referred to herein from time to time as a "Party" or as "the Parties");

WHEREAS, the Public Bodies have agreed to enter into a Joinder Agreement (the "Joinder Agreement") dated as of June 18, 2013 pursuant to which Montgomery County will become a member of the Authority; and,

WHEREAS, Blacksburg, Christiansburg and Virginia Tech have, since 1977, been parties to a Water Agreement which required the members of the Authority to purchase their water exclusively from the Authority; and,

WHEREAS, on entry as a member of the Authority, Montgomery County will purchase all of the water to be used and distributed by MCPSA (with the exception of the MCPSA's Continuing Well Systems and purchases from the City of Radford until the Transitional Projects are completed) from the Authority; and,

WHEREAS, the MCPSA agrees to purchase all of the water it intends to use and distribute to its customers (with the exception of the MCPSA's Continuing Well Systems and purchases from the City of Radford until the Transitional Projects are completed) from Montgomery County.

NOW THEREFORE, in consideration of the mutual promises and performances set forth herein and for the purpose of securing a safe and reliable source of water for the citizens and customers of the Parties, the Parties hereby agree to the following:

**ARTICLE I
TERM OF AGREEMENT**

Section 1.1. Definitions.

The following words and terms have the following meanings unless the context otherwise requires:

“Administratively Transitioned Water Systems” means the Belview, Elliston, Jennelle, Mudpike and Warm Hearth Water Systems, which are already connected to the Authority's Water System. The water supplied by these Systems will be immediately billed to Montgomery County by the Authority.

“Amended and Restated Water Agreement” means that Amended and Restated Water Agreement dated as of June 18, 2013 among the Parties.

“Authority” means the Blacksburg-Christiansburg-V.P.I. Water Authority (to be renamed NRV Regional Water Authority).

“Bethel Western Route Project” means that Water System improvement project identified in the Draper Aden Joinder Study – Phase II dated June 4, 2012, to be financed and completed by the MCPSA and given an Engineer’s Opinion of Probable Cost at Table 11 of \$413,127.

“Blacksburg” means the Town of Blacksburg, Virginia.

“Board” means the governing body of the Authority.

“Board member” or “Board Members” means the individual members of the Board. The term “Board Member” should not be confused with “Member.”

“Christiansburg” means the Town of Christiansburg, Virginia.

“Continuing Well Systems” means the well systems supplying the Riner and Woodview Water Systems, which the Parties agree may continue to be operated by the MCPSA.

“Distribution Line” means a water line designed only to provide water to users all along the length of the line and contained entirely within a Member’s distribution system. The Members’ Distribution Lines are shown generally on Exhibit B-1 and can also be seen in Exhibit B-2.

“Member” means the Members of the Authority, which are Blacksburg, Christiansburg and Virginia Tech prior to the approval of the application to the Virginia State Corporation Commission for the entry of Montgomery County as a Member, and will include Montgomery County after such approval. The term “Member” should not be confused with “Board Member.”

“Montgomery County” means Montgomery County, Virginia.

“MCPSA” means the Montgomery County Public Service Authority.

“MCPSA Water Systems” means the 10 water systems currently owned and operated by MCPSA, as described in detail on Exhibit A attached hereto.

“Obligation to Purchase” means the obligation of Montgomery County to purchase its membership interest in the Authority, the terms of which are described in Section 6.3.

“Prices Fork 16” Line Eastern Route Project” means that Water System improvement project identified in the Draper Aden Joinder Study – Phase II dated June 4, 2012, to be financed and completed by the Authority and given an Engineer’s Opinion of Probable Cost at Table 5 of \$1,678,940.

“Plum Creek 16” Line Eastern Route Project (Authority Section)” means that Water System improvement project identified in the Draper Aden Joinder Study – Phase II dated June 4, 2012, to be financed and completed by the Authority and given an Engineer’s Opinion of Probable Cost at Table 10 of \$3,228,800.

“Plum Creek 16” Line Eastern Route Project (MCPSA Section)” means that Water System improvement project identified in the Draper Aden Joinder Study – Phase II dated June 4, 2012, and to be financed and completed by the MCPSA and given an Engineer’s Opinion of Probable Cost at Table 10 of \$803,998.

“Receiving Member” means any Member that is receiving water from a Transmitting Member.

“Riner Water System Connection Project” means that Water System improvement project identified in the Draper Aden Joinder Study – Phase II dated June 4, 2012, and to be

financed and completed by the MCPSA and given an Engineer's Opinion of Probable Cost at Table 19 of \$1,294,186.

"Transitional Financing" means the borrowing by the Authority of an estimated \$4,907,740 and by the MCPSA of an estimated \$1,298,638 on the best terms available in the capital markets for the purpose of financing the Transitional Projects.

"Transitional Projects" means the Prices Fork 16" Line Eastern Route Project, the Plum Creek 16" Line Eastern Route Project (Authority and MCPSA Sections) and the Bethel Western as well as the Warm Hearth Connection Project.

"Transitional Project Schedule" means the schedule for the financing, bidding, letting and construction of the Transitional Projects on the following schedule:

Prices Fork 16" Line Eastern Route Project - 18 months
from the effective date of this Agreement;

Plum Creek 16" Line Eastern Route Project (Authority Section) - 36 months
from the effective date of this Agreement;

Plum Creek 16" Line Eastern Route Project (MCPSA Section) - 24 months
from the completion of the Plum Creek 16" Line Eastern Route Project (Authority Section);

Bethel Western Route Project - the later of 36
months from the effective date of this Agreement or 12 months after the completion of Plum
Creek 16" Line Eastern Route Project (Authority Section);

Warm Hearth Connection Project - 12 months
from the effective date of this Agreement.

"Transitional Meter Settings" means those meter settings that the Parties have agreed to install prior to the effective date of this Agreement.

“Transitional Water Systems” means the Price’s Fork, Plum Creek, Bethel and Warm Hearth Water Systems, which will be the subject of the Transitional Financing and which will become integrated into the Water System in accordance with the Transitional Project Schedule.

“Transmission Line” means a water line, the main purpose of which is to transmit large quantities of water to Members for use in Members’ distribution system, although transmission lines may have tap services for easy service to nearby customers. The Authority’s Transmission Lines are shown on Exhibit B-2. All lines that are not designated as Transmission Lines on Exhibit B-1 or B-2 are Distribution Lines.

“Transmitting Member” means any Member that is transmitting water for use by another Member.

“Virginia Tech” means Virginia Polytechnic Institute and State University.

“Warm Hearth Connection Project” means that System improvement project identified in the Draper Aden Joinder Study – Phase II dated June 4, 2012, to be financed and completed by the MCPSA and given an Engineer’s Opinion of Probable Cost at Table 15 of \$81,513.

“Water Agreement” means this Amended and Restated Water Agreement which the Parties, including the MCPSA, will execute and deliver on the effective date of the Joinder Agreement.

“Water System” means the Authority’s existing water treatment plant and transmission system as it currently exists and may be further developed in the future.

“Wheelage” means the charges for transmission of water through a Member’s distribution system to be delivered to another Member, calculated and administered in accordance with Section 5.5.

“Woodview Water System Connection Project” means that Water System improvement project identified in the Draper Aden Joinder Study – Phase II dated June 4, 2012, to be financed and completed by the MCPSA and given an Engineer’s Opinion of Probable Cost at Table 17 of \$272,775.

Section 1.2. Effective Date.

This Agreement shall become effective and be in full force upon entry by Montgomery County as a member of the Authority, effective from the date of the approval by the Virginia State Corporation Commission of the Public Bodies’ application for Montgomery County to become a member of the Authority. Once Montgomery County has been admitted to the Authority as a Member and the name of the Authority has been changed to NRV Regional Water Authority, the Authority shall re-execute this Agreement in its new name.

Section 1.3. Termination.

This Agreement shall continue in effect until terminated by the Authority or any Public Body. No such termination shall become effective until three years after written notice thereof shall have been given to each of the other Parties thereto in accordance with Section 7.7. Termination by one Public Body shall not terminate this Agreement as to any other Public Body.

**ARTICLE II
OPERATION AND MAINTENANCE OF WATER SYSTEM**

Section 2.1. Authority to Operate System.

The Authority shall operate and maintain its Water System in an efficient and economical manner, making all necessary and appropriate repairs, replacements and renewals, consistent with good business and operating practices as for comparable facilities and in accordance with applicable standards of the Commonwealth of Virginia and the United States Government and any agencies thereof.

ARTICLE III
OBLIGATIONS OF AUTHORITY AND PUBLIC BODIES

Section 3.1. Water Sales.

The Authority shall sell, and the Public Bodies shall purchase at the rates fixed by the Authority, water supplied by the Authority in the quantities, of the quality and under the terms and conditions herein set forth. The MCPSA will purchase all of its water (with the exception of the Continuing Well Systems and purchases from the City of Radford until the Transitional Projects are completed) from Montgomery County.

Section 3.2. Water Purchases.

The Public Bodies shall purchase from the Authority their entire requirements of potable water for domestic use or for resale through their water distribution systems (or in the case of Montgomery County, the MCPSA's water distribution system (with the exception of the Continuing Well Systems and purchases from the City of Radford until the Transitional Projects are completed)), and the Authority shall sell and furnish to the Public Bodies their (and to Montgomery County, the MCPSA's) entire requirements of domestic potable water (with the exception of the Continuing Well Systems and purchases from the City of Radford until the Transitional Projects are completed). Except as expressly permitted by this Agreement, the Public Bodies and MCPSA shall not construct, acquire, utilize or in any other manner take potable water from any facility other than the Water System. The Authority shall not sell water to any person, firm or corporation other than the Public Bodies. If any Public Body or if the MCPSA desires to contract with any person, firm, corporation, Authority or other Public Body for the sale of water for resale in an amount in excess of five percent (5%) of the average daily volume of water sold to the Public Body by the Authority during the preceding calendar year, such sale must be approved by the Authority. At the request of two Public Bodies, the Authority

will cause an engineering study to be made to determine the advisability of future sales for resale. In the event such study recommends against future sales for resale, the Authority may, after consultation with the Public Bodies, disapprove such sales regardless of whether or not such proposed sales are in excess of the aforesaid five percent (5%) limitation; provided, however, that contracts in effect at the time such study was requested shall be honored and may be renewed for an amount not in excess of the amount contracted for at the time such study was requested. Conformed copies of any contract entered into by a Public Body with any person, firm, corporation, Authority or other Public Body shall be forwarded to the Authority immediately after execution.

Section 3.3. Connections; Metering.

The Authority shall permit the Public Bodies and the MCPSA to connect their water distribution systems with the Water System at points to be designated by the Authority. Once the Transitional Meter Settings have been installed and paid for by the Members as Agreed in Section 5.4, the Authority will operate and maintain master water meters at all points of connection both into and exiting from the Public Bodies and will pay for and install any new master meters that are needed in the Water System. The Authority will read such meters on a regular basis, apply the appropriate wheelage charges in accordance with Section 5.5, and promptly present accurate bills to the Public Bodies.

The Authority shall provide master meters to determine and record on a continuing basis the quantities of water delivered to each Public Body. Meters shall be tested by the Authority for accuracy not less than once every two (2) years. At the request of any Public Body or of the MCPSA, the Authority shall test any meter for accuracy at any time; provided, however, that should such meter prove to be accurate within a range of plus or minus two per cent (2%), the

cost of the meter test shall be borne by the requesting Public Body or the MCPSA. In the event any meter shall fail to record correctly the volume of water used for any period of time, the Authority shall estimate such volume on the basis of a three (3) years' rolling average (or lesser time period if three (3) years' data is not available).

Section 3.4. Full Requirements; Member Capacity Issues

The Authority shall use its best efforts to furnish to the Public Bodies their full requirements of potable water; provided, however, that its obligations shall be limited to the amount of water available from the Water System. In the event an issue arises as to the capacity of the distribution system of a Transmitting Member to transmit water to a Receiving Member, and the installation of a larger capacity line is required, the Parties shall negotiate their respective proportionate contributions to such project.

Transmitting Members shall maintain their facilities in accordance with all applicable laws and regulations in order to facilitate the transmission of Authority water to Receiving Members. Transmitting Members agree to notify the Authority of any interruption of water supply to any point of connection to the Receiving Member's facilities as soon as possible but no later than four (4) hours after the Transmitting Member becomes aware of the interruption. The obligation of the Transmitting Member to wheel water is subject to and made contingent upon acts of God, explosions, breakage or other accident to machinery, pipelines, the binding order of any court or governmental authority, or any other act or occurrence not reasonably within the control of the Transmitting Member. Transmitting Members agree to use all reasonable efforts under the circumstances and not delay in repairing or replacing the water facilities necessary to enable Transmitting Members to wheel water.

Section 3.5. Limitation of Delivery of Water.

In the event that it should become necessary for the Authority to limit delivery of water to the Public Bodies, the amount of available water shall, if necessary, be prorated among them in the proportion that the volume of water sold to each Public Body during the preceding calendar year bears to the total volume of available water.

Section 3.6. Other Sources of Water.

In the event the Authority is unable to furnish all the water required by the Public Bodies, the Public Bodies shall have the right to procure water from any other available source until the Authority reasonably determines that it is able to furnish water sufficient to satisfy the requirements of the Public Bodies and the MCPSA and complying with all applicable laws and regulations.

Section 3.7. Water Quality.

All water sold by the Authority shall meet or exceed the requirements of the federal Safe Drinking Water Act as well as the standards of the State Health Department of the Commonwealth of Virginia or the standards of any other successor agency of the Commonwealth of Virginia. In the event the water sold by the Authority to the Members fails for any reason to meet the foregoing standards, the Authority will immediately correct the deficiency. In the event the Authority is unable to furnish water meeting the foregoing standards, the Public Bodies shall have the right to procure water from any other available source until the Authority determines that it is able to furnish water that does meet such standards.

Section 3.8. Legal Requirements.

The Authority, the MCPSA and each of the Public Bodies covenant and agree to observe all applicable administrative and technical requirements legally required by any authorized regulatory body.

Section 3.9. Prompt Payments.

Each of the Public Bodies covenants and agrees to pay promptly, when due, charges of the Authority as determined pursuant to Article IV and as are billed to it from time to time. However, the obligation of each Public Body to pay such charges shall be limited, as to Montgomery County, to the revenues received by it from the MCPSA in payment for water purchases, and as to the other Public Bodies, to revenues received by such Public Body from the charges to be paid by the users of its water distribution facilities which are served by the Water System and available to it for such purposes, including availability fees, connection fees, service fees or any other fees, and other system revenues. Notwithstanding the preceding sentence, the obligation of Virginia Tech to pay such charges shall be subject and limited to revenues appropriated by the General Assembly of Virginia for such purpose.

Section 3.10. Customer Rates.

Each of the Public Bodies and the MCPSA covenant and agree to fix, charge and collect from the users of its water distribution facilities charges sufficient to make the payments required of it under this Agreement. The Authority shall provide each Public Body and the MCPSA with timely information sufficient to enable such Public Body and MCPSA to establish rates sufficient to make such required payments.

Section 3.11. Additional Montgomery County Water Systems .

Should the MCPSA desire to acquire additional water systems in the future, and if such

would require the development of additional water sources, it shall apply to the Authority for an additional exception to this Agreement and such will involve consideration of a) the distance of the system from any Authority connection or member system connection, b) the expense of connection to the Authority or its member, c) the size of the system, and d) expense of having the system stand alone; provided, however, that the MCPSA will be free, on a temporary basis, to take over abandoned water systems for serious public health concerns until the Authority can supply water meeting the standards of Section 3.7 hereof or the MCPSA applies to the Authority for an exception.

ARTICLE IV

WARRANTIES AND REPRESENTATIONS

Section 4.1. Authority Relative to this Agreement.

The Parties warrant and represent that they each have the power and authority to execute and deliver this Agreement, to admit Montgomery County as a Member of the Authority, to carry out their duties and obligations under this Agreement and to consummate the transactions contemplated hereby. Montgomery County warrants and represents that its Obligation to Purchase is valid and binding. The MCPSA warrants and represents that it is responsible for providing the necessary funds to Montgomery County to fully pay for Montgomery County's membership in the Authority and that the MCPSA has the valid and legally binding ability and obligation to do so. The execution and delivery of this Agreement by the Parties and the consummation by the Parties of the transactions contemplated hereby have been duly authorized by the Parties' governing bodies. No other proceedings on the part of the Parties are necessary to authorize this Agreement and the transactions contemplated herein.

Section 4.2. Non-Contravention.

The execution and delivery by the Parties of this Agreement does not, and the consummation of the transactions contemplated hereby will not, (i) violate or result in a breach of any provision of Blacksburg's, Christiansburg's or Virginia Tech's charters, (ii) violate or constitute a default under the terms, conditions or provisions of any note, bond, mortgage, lien, lease, agreement, license, indenture, instrument, or other instrument or obligation to which the Parties are a party or by which any of the Parties is bound, or (iii) violate any order, writ, injunction, arbitration award, judgment, decree, statute, rule or regulation applicable to the Parties.

Section 4.3. No Litigation.

There are no actions, suits, claims, investigations or proceedings (legal, administrative or arbitral) pending, or to the best of Parties' knowledge, threatened, whether at law or in equity and whether civil or criminal in nature, before any court, arbitrator, or any governmental department, commission, agency or instrumentality which would have a material adverse effect upon: (i) any license, grant, assignment, franchise, right-of-way, easement, or right reasonably necessary for the ownership and operation of the Water System; or (ii) the ability of each Party to perform its obligations under this Agreement. Furthermore, there are no existing judgments, orders, or decrees of any such court, arbitrator, governmental department, commission, agency or other instrumentality which have or would have a material adverse effect as described in the preceding sentence.

Section 4.4. Consents and Approvals.

Other than as contemplated herein, no notice, consent, approval, waiver or other action of any kind is required to be obtained by the Parties by virtue of the execution hereof by the Parties or in connection with the consummation of any of the transactions contemplated herein.

Section 4.5. Licenses and Permits; Compliance with Laws.

The Authority has obtained and holds all licenses, certificates, permits, franchises, approvals and rights from appropriate federal, state or other public authorities required to own and operate the Water System and to conduct its business as such business is now being conducted and for the services it provides.

Section 4.6. No Violations of Law.

To the best of the Parties' knowledge, their participation in this Agreement does not cause a violation of any federal, state or local law, statute, rule, regulation or ordinance related to or in any way connected with matters contained in this Agreement.

**ARTICLE V
RATES AND CHARGES**

Section 5.1. Charges to Members.

The Authority shall fix and determine from time to time charges for water furnished by the Water System. Such charges shall be established by the Authority at such levels as may be necessary to provide funds, together with other available funds, sufficient at all times to pay:

- (a) the cost of maintaining, repairing and operating the Water System, including reserves for such purposes and for replacement and depreciation and necessary extensions;
- (b) the principal of, premium, if any, and interest on any indebtedness of the Authority as the same shall become due and reserves therefore; and,
- (c) a margin of safety for making such payments.

Section 5.2. Uniform Rate.

Each Public Body shall pay for all water furnished to it at the rate fixed by the Authority. In fixing such rate the Authority shall establish a uniform rate for all Public Bodies. Bills for water furnished will be calculated on calendar year quarters and shall be paid not later than thirty (30) days after receipt.

Section 5.3. Interest on Late Payments.

In the event that a Public Body shall fail to make such quarterly payment within the time specified in Section 5.2, interest on such amount shall accrue at the highest rate of interest payable by the Authority on any bonds then outstanding from the date such payment becomes due until paid in full. In the event the Authority has no bonds outstanding, interest shall be charged at the then applicable legal interest rate. The Authority may enforce payment by any remedy at law or in equity.

Section 5.4. Transitional Meter Settings.

The Parties, including the MCPSA on behalf of Montgomery County, have agreed to install and pay for the Transitional Meter Settings in accordance with the Water Meter Plan Spreadsheet attached to this Agreement as Exhibit E. In the event any Party has not installed and paid for the Transitional Meter Settings in accordance with the completion dates set out in the Water Meter Plan, the failure to do so for thirty (30) days after written notice given in accordance with Section 7.7 of this Agreement shall constitute a material breach of this Agreement.

Section 5.5. Wheelage.

Each Member of the Authority may charge a Wheelage Fee, which is not included in the wholesale water rate, for water transmitted and stored through a Transmitting Member's storage

and distribution facilities and delivered to a Receiving Member of the Authority; provided, however, that wherever in the Water System water is transmitted to such other Member through a two-way meter from another transmission source within the Water System, no Wheelage Fee shall be charged.

The Wheelage Fee is a percentage of the wholesale water rate charged to the Receiving Member and intended to compensate the Transmitting Member for the Receiving Member's beneficial use of the Transmitting Member's utility infrastructure and lost water expenses. The percentage is calculated in accordance with the formula attached to this Agreement as Exhibit C (the "Wheelage Formula"). The Wheelage Fee shall be recalculated in accordance with the Wheelage Formula on a five-year cycle, the first five year cycle ending June 30, 2016. The Wheelage Fee to be charged the MCPSA by the Town of Christiansburg shall be thirty-two percent (32%) of the Authority's wholesale water rate until June 30, 2016, at which time the Wheelage Fee shall be recalculated as set forth in the Wheelage Formula. Any other Transmitting Member entitled to charge a Wheelage Fee to a Receiving Member may do so in accordance with the Wheelage Formula at any time, such Wheelage Fee to be in effect for five years from the date of its implementation, and subject to recalculation on a five (5) year cycle. The Authority is authorized and requested, as part of the routine billing process, to calculate and charge the Wheeling Fee to the Receiving Member and to credit such amount to the Transmitting Member.

ARTICLE VI

OBLIGATIONS OF THE MCPSA

Section 6.1 Additional Water Sources.

MCPSA will not develop additional sources of water for distribution within Montgomery County. When any of its currently existing wells are replaced with Authority water such wells shall be decommissioned and may be preserved by the MCPSA in a standby mode to promote the MCPSA's having an emergency water source.

Section 6.2. Montgomery County Public Service Authority.

The MCPSA will (1) continue to operate and maintain the distribution systems in Montgomery County and (2) purchase all of its water (with the exception of the Continuing Well Systems and continuing purchases from the City of Radford until the completion of the Transitional Water Systems) from Montgomery County. The MCPSA will not permit Montgomery County to subsidize any of the MCPSA's capital expenditures, operations, debt, or any other expense of the MCPSA.; provided, however, that Montgomery County may, on sixty (60) day's written notification to each of the Parties in accordance with Section 7.8, or in the case of an emergency, whatever notification is practical under the circumstances, make a loan to the MCPSA for the purpose of paying its obligations under Sections 5.2 and 6.3 of this Agreement.

Section 6.3 Purchase of Membership Interest by Montgomery County.

For admission as a member of the Authority, Montgomery County has agreed to purchase its membership interest for \$1,300,000 to be paid over forty (40) years at an interest rate of two percent (2.0%) per year, in annual installments of \$47,522.47 to be paid on July 1 of each year beginning July 1, 2013, and on each following July 1 until paid in full, which deferred purchase

obligation may be prepaid at any time without penalty. The MCPSA agrees to provide in a timely manner all funds necessary to make these payments. In the event the MCPSA or Montgomery County should fail, after ninety (90) days, to make any payment required by this Section 6.3, the Authority may, singly or in combination, (1) impose a late charge of five percent (5%) of the payment, (2) charge interest on the late payment from its due date at the rate specified in Section 6.3, (3) accelerate the unpaid balance of Montgomery County's payment obligation and (4) in the event of the Authority's determining to employ counsel, to require the Authority and the MCPSA to pay reasonable attorney's fees and costs. In addition, in the event of a default in payment hereunder, neither Montgomery County nor the MCPSA shall be permitted to purchase water from the Authority.

The MCPSA shall permit the Authority to connect a domestic wastewater connection (the "Domestic Connection") of the Authority's water treatment plant and other improvements to the MCPSA sewer system crossing the Authority's property at the corner of Walton Road and Prices Fork Road providing wastewater flow from the Authority's existing water treatment plant and office buildings. This connection must be made within ten (10) years of the effective date of this Agreement.

In addition, the MCPSA shall permit the Authority to construct a connection to the MCPSA's sewer system for wastewater discharge (the "Industrial Connection") from the Authority's plant plate and frame press of up to 24,000 gallons per day. Discharge shall be subject to the MCPSA's then current sewer use standards for Ph, Aluminum and other applicable contaminants, and must comply with the MCPSA's Industrial Discharge Program. The MCPSA may require the Authority, at the Authority's expense, to limit the rate of discharge through use of an equalization tank to that which the sewer system can accommodate and to limit the hours

of discharge to off peak hours. This connection must be made within ten (10) years of the effective date of this Agreement, which time period may be extended for an additional five (5) years upon notice given the MCPSA by the Authority in accordance with Section 7.7 hereof within one hundred eighty (180) days of the end of the ten (10) year period.

Any future physical connection expenses for the two (2) connections described above and monthly service fees shall be paid by the Authority. Nothing herein is intended to create an obligation for the MCPSA to physically connect to Authority facilities without reimbursement of expenses.

Section 6.4. Transmission and Distribution Lines.

The MCPSA will dedicate 23,200 linear feet of its 12" Prices Fork water main to the Authority to provide transmission of a redundant source of water. Transmission Lines will be financed, paid for, operated and maintained by the Authority and Distribution Lines will be financed, paid for, operated and maintained by the Member using them to distribute water to its customers.

Section 6.5. Termination of the MCPSA Water Contracts; Administrative Conversion of the Belview, Elliston, Jennelle, Mudpike and Warm Hearth Water Systems.

The MCPSA will immediately on the effective date of this Agreement terminate its water supply contract with the Radford Arsenal. Blacksburg, Christiansburg and the MCPSA will immediately on the effective date of this Agreement terminate their respective water supply contracts. Montgomery County will on the effective date of this Agreement immediately begin purchasing water from the Authority to supply the MCPSA with water for the Prices Fork, Belview, Elliston, Jennelle, Mudpike and Warm Hearth Water Systems.

Section 6.6. Financing and Construction of the Transitional Water Systems.

The MCPSA and the Authority will arrange for the Transitional Financing and will design and construct the Transitional Water Systems in accordance with the Transitional Financing Schedule and their respective obligations. The existing connections with the City of Radford and with the Radford Arsenal may be retained in the systems for redundancy (emergency usage) and will, after completion of the Transitional Water Systems, not be used for normal water service through the MCPSA's distribution system or other Member systems. The MCPSA shall be responsible for the completion of the Warm Hearth Connection Project and the Bethel Western Route Project in accordance with the Transitional Project Schedule. The Authority has included the cost of the Prices Fork 16" Line Eastern Route Project in its Capital Improvement Project List and has included the cost of the Plum Creek 16" Line Eastern Route Project (Authority Section) in its Capital Improvement Project List, and will complete the installation and construction of both projects. When the Authority has completed the Plum Creek 16" Line Eastern Route Project (Authority Section), the MCPSA will be obligated within two (2) years to complete the Plum Creek 16" Line Eastern Project (MCPSA Section).

Section 6.7. Public Bodies to Assist the Authority.

Under the current membership, the Towns assist the Authority with line maintenance and have the right to charge the Authority for assistance provided. Virginia Tech has offered in the past to help with parts. While the MCPSA has limited ability to help with large scale repairs, it will offer parts and help with smaller projects. The Authority may contract with the Public Bodies to provide such other services as they deem appropriate for a reasonable fee.

Section 6.8. Woodview and Riner Water Systems.

The MCPSA will design, finance and construct the Woodview and Riner Water System

Connections within twenty (20) years of the effective date of this Agreement.

Section 6.9 Storage.

The Parties agree to work toward an equitable balance of storage in their respective distribution systems, with a goal of not less than two (2) days' consumption storage for each distribution system.

Section 6.10. Water Service Areas.

Attached to this Agreement as Exhibit D is a map indicating the various areas outside of the Christiansburg town boundary where Christiansburg currently exercises the authority to provide water service to customers (the "Christiansburg Water Service Areas"). The Parties agree that the Christiansburg Water Service Areas will remain service areas of Christiansburg after the effective date of this Agreement and that the distribution systems (and the responsibility to operate and maintain the distribution systems) existing or to be established in the future in the Christiansburg Water Service Areas shall remain with Christiansburg. Customers in all other areas outside the Christiansburg Water Service Areas (with the exception of the customers of Blacksburg at the effective date of this Agreement) shall be served by the MCPSA, with the exception of well systems established primarily for other than domestic use.

Section 6.11 County to Be Substituted for MCPSA.

In the event for any reason the MCPSA ceases to operate the water distribution system in Montgomery County, the County shall be obligated and entitled to perform and benefit from all of the obligations of the MCPSA contained in this Agreement.

**ARTICLE VII
MISCELLANEOUS**

Section 7.1. Power and Authority.

The Authority, the MCPSA and the Public Bodies each represent and warrant that they have full power and authority to enter into and perform this Agreement.

Section 7.2. Books and Records.

The Authority shall keep proper books and records in accordance with accepted accounting practices which shall be available for inspection at all reasonable times by the Public Bodies through their duly authorized agents. The Authority shall cause an annual audit of its books and records to be made by an independent certified public accountant at the end of each fiscal year and a copy thereof to be filed promptly with the governing body of each Public Body.

Section 7.3. Agreement Binding.

This Agreement shall be binding upon, insure to the benefit of, and be enforceable by the Parties hereto and their respective successors and assigns.

Section 7.4. Laws.

This Agreement shall be subject to all applicable valid rules, regulations and laws of the United States of America, Commonwealth of Virginia, or any governmental body, agency or representative of either of them.

Section 7.5. Integration.

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect any other provision thereof.

Section 7.6. Counterparts.

This Agreement shall be executed in several counterparts, any of which shall be regarded for all purposes as one original.

Section 7.7. Notices.

Any and all notices herein provided for or relating to the transactions herein provided for will be in writing and will be deemed to have been sufficiently given to the Parties if delivered by hand or mailed, postage prepaid, by first class mail, addressed to:

Town of Blacksburg
300 South Main Street
Blacksburg, Virginia 24060
Attention: Town Manager

Town of Christiansburg
100 East Main Street
Christiansburg, Virginia 24073
Attention: Town Manager

Montgomery County, Virginia
755 Roanoke Street
Christiansburg, Virginia 24073-3181
Attention: County Administrator

Virginia Polytechnic Institute and State University
248 Burruss Hall
Blacksburg, Virginia 24060
Attention: Sherwood G. Wilson, Vice President of Business
Affairs

NRV Regional Water Authority
P.O. Box 10006 (Blacksburg 24062-0006)
3515 Peppers Ferry Road
Radford, Virginia 24141
Attention: Gerard W. Higgins, P.E.

Montgomery County Public Service Authority
Montgomery County Government Center
755 Roanoke Street, Suite 21
Christiansburg, Virginia 24073-3185
Attention: Robert C. Fronk, Executive Director

Section 7.8 Further Assurances.

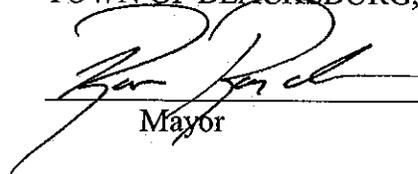
From time to time after the Closing, the Parties will execute such additional instruments of assignment and conveyance and other documents and take such other actions as may be

necessary or appropriate to carry out the intent of this Agreement and to vest title or convey rights in and to the Water System in the Authority.

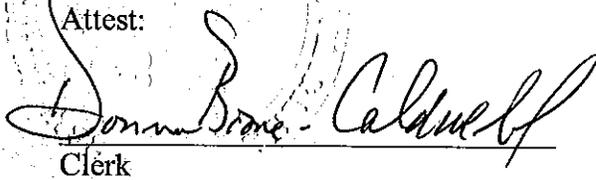
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their seals to be affixed and attested by their duly authorized officers, all as of the date first above written.

TOWN OF BLACKSBURG, VIRGINIA



Mayor

(SEAL)
Attest:


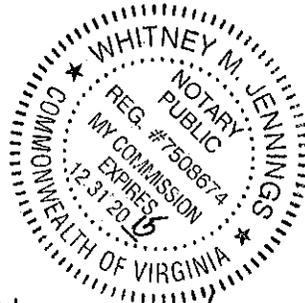
Clerk

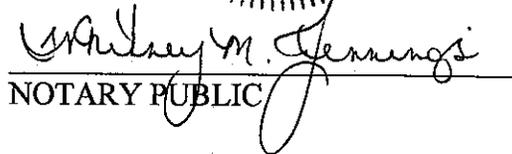
STATE OF VIRGINIA

CITY/COUNTY OF Montgomery

The undersigned Notary Public in and for the jurisdiction aforesaid certifies that RONNIE F. RORDAN, Mayor and DONNA BOONE-CALDWELL Clerk respectively of the Town of Blacksburg, Virginia, are signed to the foregoing Amended and Restated Water Agreement bearing date as of the 18th day of June, 2013, acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 25 day of June, 2013
My commission expires 12/31/15
My registration number 7508674





NOTARY PUBLIC

TOWN OF CHRISTIANSBURG,
VIRGINIA

Richard G. Ballengee
Mayor



(SEAL)

Attest:

Michele Stipes
Clerk

STATE OF VIRGINIA

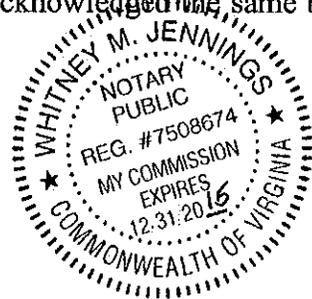
~~CITY/COUNTY OF~~ Montgomery

The undersigned Notary Public in and for the jurisdiction aforesaid certifies that Richard G. Ballengee, Mayor and Michele Stipes, Clerk respectively of the Town of Christiansburg, Virginia, are signed to the foregoing Amended and Restated Water Agreement bearing date as of the 18th day of June, 2013, acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 25th day of June, 2013

My commission expires 12/31/15

My registration number 7508674



Whitney M. Jennings
NOTARY PUBLIC

MONTGOMERY COUNTY, VIRGINIA

James D. Politis
Chair

(SEAL)

Attest:

F. Craig Meadows
Secretary

STATE OF VIRGINIA

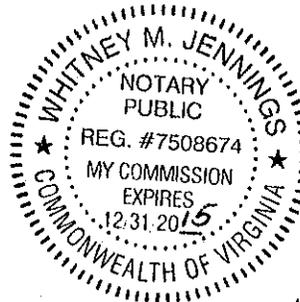
~~CITY/COUNTY OF~~ Montgomery

The undersigned, Notary Public in and for the jurisdiction aforesaid certifies that James D. Politis, Chair and F. Craig Meadows Secretary respectively of the Board of Supervisors of Montgomery County, Virginia, are signed to the foregoing Amended and Restated Water Agreement bearing date as of the 18th day of June, 2013, acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 25th day of June, 2013

My commission expires 7508074

My registration number 12/31/15



Whitney M. Jennings
NOTARY PUBLIC

MONTGOMERY COUNTY PUBLIC
SERVICE AUTHORITY

Gary D. Creed
Executive Director
Chair

(SEAL)

Attest:

Mary W. Biggs
Secretary

STATE OF VIRGINIA

~~CITY/COUNTY OF~~ Montgomery

The undersigned Notary Public in and for the jurisdiction aforesaid certifies that Gary D. Creed, Executive Director and Mary W. Biggs, Secretary respectively of Montgomery County Public Service Authority, are signed to the foregoing Amended and Restated Water Agreement bearing date as of the 18th day of June, 2013, acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 25 day of June, 2013

My commission expires 7508674

My registration number 12/31/15



Whitney M. Jennings
NOTARY PUBLIC

BLACKSBURG-CHRISTIANSBURG-
V.P.I. WATER AUTHORITY

John W. Kirby, Jr.
Chair

(SEAL)

Attest:

Wayne O. Nelson
Secretary

STATE OF VIRGINIA

CITY/COUNTY OF Montgomery

The undersigned Notary Public in and for the jurisdiction aforesaid certifies that John W. Kirby, Jr., Chair and Wayne Nelson, Secretary respectively of Blacksburg-Christiansburg-V.P.I. Water Authority, are signed to the foregoing Amended and Restated Water Agreement bearing date as of the 18th day of June, 2013, acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 25th day of June, 2013

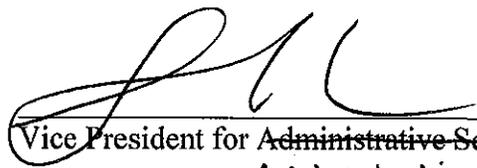
My commission expires 12/31/15

My registration number 7508674



Whitney Jennings
NOTARY PUBLIC

VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY


Vice President for ~~Administrative Services~~
Administration

STATE OF VIRGINIA

CITY/COUNTY OF Montgomery

The undersigned Notary Public in and for the jurisdiction aforesaid certifies that Sherwood G. Wilson, Vice President for ~~Administrative Services~~ ^{Administration} of Virginia Polytechnic Institute and State University, is signed to the foregoing Amended and Restated Water Agreement bearing date as of the 18th day of June, 2013, acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 21st day of June, 2013

My commission expires 5-31-2016

My registration number 7153568


NOTARY PUBLIC



IN CONFIRMATION WHEREOF, the Authority has re-executed this Agreement this 17
day of July, 2013.

NRV REGIONAL WATER AUTHORITY

John W. Kirby, Jr.
Chair

(SEAL)

Attest:

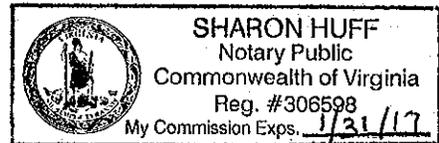
Wayne O. Nelson
Secretary

STATE OF VIRGINIA

~~CITY~~/COUNTY OF Montgomery

The undersigned Notary Public in and for the jurisdiction aforesaid certifies that John W. Kirby, Jr., Chair and Wayne O. Nelson, Secretary respectively of NRV Regional Water Authority, are signed to the foregoing Amended and Restated Water Agreement bearing date as of the 18th day of June, 2013, acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 17 day of June, 2013
My commission expires 1/31/17
My registration number 300598



Sharon Huff
NOTARY PUBLIC

- Exhibit A Existing Water Systems of MCPSA
- Exhibit B-1 Existing Transmission and Distribution Systems and Changes Resulting from the Joinder
- Exhibit B-2 Existing County Transmission and Distribution Systems
- Exhibit C Wheelage Calculation Formula
- Exhibit D Christiansburg Water Service Area
- Exhibit E Water Meter Plan Spreadsheet

Exhibit A

Existing Water Systems of the Montgomery County Public Service Authority

Belview Water System (34 customers @ 34,000 gpd) is located along VA Route 114 from near the Authority's Water Treatment Plant to Belview and is supplied through a number of master meter and individual meter connections to the Authority's 16-inch water transmission main.

Bethel Water System (94 customers @ 73,000 gpd) is located in the area of Exit 109 of Interstate 81 and is supplied by the City of Radford to the MCPSA through a master meter located on VA Route 177 (Tyler Road) near Rock Road.

Elliston Water System (862 customers @ 197,000 gpd) is located along US Route 460 several miles east to the Roanoke County line at Lafayette and is supplied by Christiansburg to the various communities along VA Route 460/11 (Roanoke Road) through a master meter located on Roanoke Road 0.5 mile east of the Christiansburg town limits.

Jennelle Road Water System (7 customers @ 2,000 gpd) is located near US Route 460 along the southern boundary of Blacksburg and is supplied by Blacksburg water through a 12-inch water line.

Mudpike Road Water System (85 customers @ 22,000 gpd) is located just west of Christiansburg along Mudpike Road and is supplied by Christiansburg to an area of Mud Pike Road through a master meter located on Mud Pike near the Heritage Place Subdivision.

Plum Creek Water System (436 customers @ 71,000 gpd) is located just east of Radford in the Plum Creek Community along US Route 11 and is supplied by the City of Radford through a master meter located on Rock Road at the city limits line.

Prices Fork Water System (629 customers @ 120,000 gpd) is located north of VA Route 114 and west of Blacksburg along Prices Fork Road and is supplied by the Radford Army Ammunition Plant (RAAP) through a master meter located at a pump station near Price's Fork Road.

Warm Hearth Water System (1 customer @ 45,000 gpd) is located near US Route 460 along the southern boundary of Blacksburg and is supplied by Blacksburg via a master meter (MCPSA owned) located on Warm Hearth Drive near Mabry Lane.

Riner Water System (329 customers @ 52,000 gpd) is located in the Riner Community just south of Christiansburg and is supplied by three MCPSA wells.

Woodview Water System (25 customers @ 4,000 gpd) is located along Mudpike Road near Janna Road east of Christiansburg and is supplied by an MCPSA well located off Janna Road behind Beulah Lane.

Exhibit B-1

Existing Transmission and Distribution Systems and Changes Resulting from the Joinder

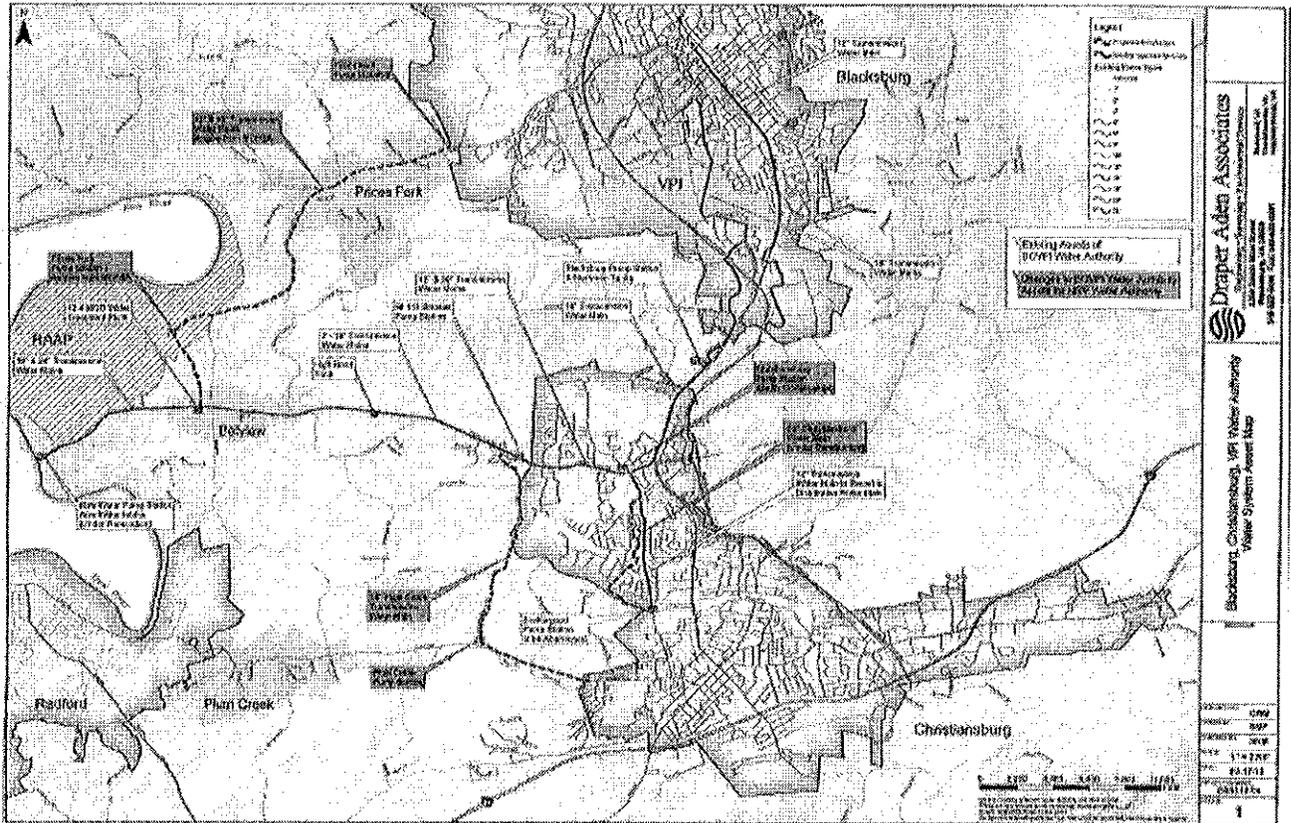


Exhibit C

Wheelage Calculation Formula

STEP 1					
Annual Total Operations & Maintenance (O&M) Cost					
Source: End-of-year audit report					
Available: January 1st for prior budget year					
Item		FY 09	FY 10	FY 11	3 YR AVG
Personnel services		\$458,717.00	\$468,555.00	\$454,598.00	\$460,623.33
Fringe benefits - Insurance		\$77,921.00	\$73,414.00	\$69,801.00	\$73,712.00
Utilities; Fuel, Electric, Telephone		\$26,996.00	\$28,408.00	\$27,006.00	\$27,470.00
Repairs & maintenance		\$84,498.00	\$115,720.00	\$96,786.00	\$99,001.33
Depreciation & Amortization; Storage, Distribution / Transmission, Equip.		\$313,855.00	\$332,147.00	\$340,940.00	\$328,980.67
Materials & Supplies		\$103,345.00	\$105,504.00	\$153,964.00	\$120,937.67
General & Administrative		\$32,227.00	\$57,039.00	\$67,990.00	\$52,418.67
Bond payments- Interest		\$0.00	\$0.00	\$0.00	\$0.00
Totals		\$1,097,559.00	\$1,180,787.00	\$1,211,085.00	\$1,163,143.67
STEP 2					
Annual O&M Cost Per Foot of Waterline					
Total System Length		795,042	feet		
Average O&M Cost per Foot		\$1.46	per foot		
Average O&M Cost per Foot = 3 Year Average Total O&M Cost / Total System Length					
\$1,163,144 / 795,042 ft. = \$1.46 per ft.					
STEP 3					
O&M Cost for Dedicated Water Main					
Waterline Size	Shawsville/Elliston Service Area	Mudpike Service Area			
6"	0	5,644	feet		
8"	14,004	1,261	feet		
10"	10,049	0	feet		
12"	6,181	9,709	feet		
16"	5,062	0	feet		
Total Length	35,296	16,614	feet		
Annual O&M Cost for Dedicated Water Main	\$51,637.92	\$24,306.22			
Annual O&M Cost for Dedicated Water Main = Average O&M Cost per Foot * Total Length of Dedicated Water Main					
	\$1.46 per ft. * 35,296 ft. = \$51,637.92	\$1.46 per ft. * 16,614 ft. = \$24,306.22			

STEP 4			
O&M Cost per 1000 Gallons			
	Shawsville/Elliston Service Area		Mudpike Service Area
Average Daily Pump Station Run Time	10.5	hours run / day	11.5 hours run / day
Pumping Rate	700	gpm	1,400 gpm
Daily Volume Pumped	441,000	gallons	966,000 gallons
Annual Volume Pumped	160,965,000	gallons	352,590,000 gallons
O&M Cost per 1000 Gallons Pumped	\$0.32	per 1,000 gallons	\$0.07 per 1,000 gallons
Daily Volume Pumped = Daily Pump Station Run Time * Pumping Rate per Minute * 60 Minutes per Hour			
	10.5 hrs. run per day * 700 gpm * 60 min/hr.		11.5 hrs. run per day * 1,400 gpm * 60 min/hr. =
	= 441,000 gpd		966,000 gpd
Annual Volume Pumped = Daily Volume Pumped * 365 Days per Year			
	441,000 gal * 365 days = 160,965,000 gal per year		966,000 gal * 365 days = 352,590,000 gal per year
O&M Cost per 1,000 Gallons Pumped = Annual O&M Cost for Dedicated Water Main / (Annual Volume Pumped / 1000)			
	\$51,637.92 / (160,965,000 gal / 1,000) =		\$24,306.22 / (352,590,000 gal / 1,000) = \$0.07
	\$0.32 per 1,000 gal		per 1,000 gal
STEP 5			
Lost Water Charge			
Assumed Water Loss	15 Percent		
	Shawsville/Elliston Service Area		Mudpike Service Area
Annual Volume Pumped	160,965,000	gallons	352,590,000 gallons
Annual Lost Water	24,144,750	gallons	52,888,500 gallons
Value of Lost Water	\$40,563.18		\$88,852.68
Distributed Cost per 1000 gallons	\$0.25		\$0.25
Annual Lost Water = Assumed Loss Percentage * Annual Volume Pumped / 100			
	15 * 160,965,000 gal = 24,144,750 gal		15 * 352,590,000 gal = 52,888,500 gal
Value of Lost Water = Annual Lost Water * Wholesale Water Rate			
	24,144,750 gal * \$1.68 per 1,000 gal / 1000 =		52,888,500 gal * \$1.68 per 1,000 gal / 1000 =
	\$40,563.18		\$88,852.68
Distributed Cost per 1,000 Gallons = Value of Lost Water / Annual Volume Pumped * 1,000			
	\$40,563.18 / (160,965,000 gal / 1,000) =		\$88,852.68 / (352,590,000 gal / 1,000) = \$0.25
	\$0.25 per 1,000 gal		per 1,000 gal
STEP 6			
Calculated Wheeling Fee			
	Shawsville/Elliston Service Area		Mudpike Service Area
O&M Cost	\$0.32	per 1,000 gallons	\$0.07 per 1,000 gallons
Lost Water Charge	\$0.25	per 1,000 gallons	\$0.25 per 1,000 gallons
Total	\$0.57	per 1,000 gallons	\$0.32 per 1,000 gallons
Wholesale Rate	\$1.68	per 1,000 gallons	\$1.68 per 1,000 gallons
Wheeling Fee	\$0.57	per 1,000 gallons	\$0.32 per 1,000 gallons
Total Rate	\$2.25	per 1,000 gallons	\$2.00 per 1,000 gallons
Percentage	34.10%		19.10%
Percentage = Wheeling Fee / Wholesale Rate * 100			
	\$0.57 per 1,000 gal / \$1.68 per 1,000 gal *		\$0.32 per 1,000 gal / \$1.68 per 1,000 gal * 100 =
	100 = 34.10%		19.10%
STEP 7			
Weighted Average Wheeling Fee			
	Shawsville/Elliston Service Area		Mudpike Service Area
2011 Usage	97,424	thousand gallons	8,978 thousand gallons
Wheeling Fee	\$0.57	per 1,000 gallons	\$0.32 per 1,000 gallons

STEP 7									
Weighted Average Wheeling Fee									
		Shawsville/Elliston Service Area		Mudpike Service Area					
2011 Usage		97,424	thousand gallons	8,978	thousand gallons				
Wheeling Fee		\$0.57	per 1,000 gallons	\$0.32	per 1,000 gallons				
Weighted Average		\$0.55							
	Percentage	32.73%							
	(% Rounded Down to Whole #)	32%	= \$0.54						
Weighted Average = (S/E Annual Usage * S/E Wheeling Fee + MP Annual Usage * MP Wheeling Fee) / (S/E Annual Usage + MP Annual Usage) (97,424 thousand gal * \$0.57 per 1,000 gal + 8,978 thousand gal * \$0.32 per 1,000 gal) / (97,424 thousand gal + 8,978 thousand gal) = \$0.55 per 1,000 gal									
Percentage = Weighted Average / Wholesale Rate * 100 \$0.55 per 1,000 gal / \$1.68 per 1,000 gal * 100 = 32.73%									

Exhibit E

Water Meter Plan Spreadsheet

BCVPI Water Authority Montgomery County Reader Study Water Meter Plan Updated June 1, 2017													
Call Col No.	A	B	C	D	E	F	G	H	I	J	K	L	M
Call Row No.													
1	Bellevue (Several Service Meters)	VA Route 318	BCVPI	MCPSA	Blacksburg	No	County	County	County/MCPSA	Monthly	Quarterly	One Way	Date of Agreement
2	Christiansburg Out of Town Customers (Several Service Meters)	VA Route 318	BCVPI	Christiansburg	Christiansburg	No	Christiansburg	Parish	County/Christiansburg	Monthly	Quarterly	One Way	N/A
3	Christiansburg Wheeling Meter (Elliott Section)	US Route 31 - Camp Christie	Christiansburg	MCPSA	Christiansburg	Yes	BCVPI	County	BCVPI	Monthly	Monthly	One Way	Date of Agreement
4	Christiansburg - RI 450 Area (Merimac Wheeling Meter)	Merimac Roadal Virginia Drive	Christiansburg	MCPSA	Christiansburg	No	BCVPI	AL Cost	BCVPI	Monthly	Quarterly	One Way (Not In Service)	Date of Agreement
5	Blacksburg Out of Town Customers 440 (Several Service Meters)	US Route 460	Blacksburg	Blacksburg	Blacksburg	No	Blacksburg	\$0	Blacksburg	Monthly	Quarterly	One Way	N/A
6	Merimac - Blacksburg (Wholesale Meter)	Higbee Road	Blacksburg or MCPSA	MCPSA or Blacksburg	Blacksburg	Yes	BCVPI	County	BCVPI	Monthly	Quarterly	Change From One Way to Two Way	Date of Agreement
7	Pikes Fork - RAAP Meter (RAAP Service - If needed)	RAAP	MCPSA	RAAP	RAAP	No	MCPSA	RAAP	MCPSA	Monthly	NA	One Way - Change Direction	All time of RAAP Agreement
8	Phan Creek Route 11 Standby (Radford Master Meter)	Route 11 Phan Creek	Radford	MCPSA	Radford	Removal	Radford	\$0	Radford	NA	NA	One Way Standby Only	Approx 2016
9	Phan Creek Adamson Ave Standby (Radford Master Meter)	Adamson Ave Phan Creek	Radford	MCPSA	Radford	Removal	Radford	\$0	Radford	NA	NA	One Way Standby Only	Approx 2016
10	Bethel Tyler Road Standby (Radford Master Meter)	Tyler Rd Bethel	Radford	MCPSA	Radford	Removal	Radford	\$0	Radford	NA	NA	One Way Standby Only	Approx 2016
11	Warm Heath - Blacksburg (Wholesale Meter)	Maby Lane	Blacksburg	MCPSA	Blacksburg	No	BCVPI	County	BCVPI	Monthly	Monthly	Change to Two Way	Approx 2013
12	Jernette - Blacksburg (Wholesale Meter)	Yellow Sulphur Road	BCVPI	Blacksburg and MCPSA	Blacksburg	No	BCVPI	AL Cost	BCVPI	Monthly	Monthly	One Way	N/A
13	Mariposa - Christiansburg (Mudgate Wheeling Meter)	Mariposa Road	Christiansburg	MCPSA	Christiansburg	No	BCVPI	\$0	BCVPI	Monthly	Monthly	One Way	N/A
14	Blacksburg - VI Small Meters (To Be Removed)	Green, Warren, Clay Southgate	NA	NA	Blacksburg	Removal	NA	Blacksburg	NA	NA	NA	NA	Summer 2013
15	Blacksburg - VI (Wholesale Meter)	Turner St	Blacksburg or VI	VI or Blacksburg	Blacksburg	No	BCVPI	\$0	BCVPI	Monthly	Quarterly	Two Way	N/A
16	Blacksburg - VI (Wholesale Meter)	Pikes Fork at Bypass	Blacksburg or VI	VI or Blacksburg	Blacksburg	No	BCVPI	\$0	BCVPI	Monthly	Quarterly	Two Way	N/A
17	Blacksburg - VI (Wholesale Meter)	Hamation Road	Blacksburg or VI	VI or Blacksburg	Blacksburg	No	BCVPI	VI and Town	BCVPI	Monthly	Quarterly	Change to Two Way	Date of Agreement
18	Blacksburg - VI Campus (Wholesale Meter)	Pikes Fork at West Campus Drive	Blacksburg or VI	VI or Blacksburg	Blacksburg	Yes	BCVPI	VI	BCVPI	Monthly	Quarterly	Inactive Meter to go to Two Way	Date of Agreement
19	Blacksburg - VI Airport (Wholesale Meter)	VI Airport	Blacksburg	VI	Blacksburg	No	BCVPI	\$0	BCVPI	Monthly	Monthly	One Way	N/A
20	Pikes Fork Master Meter	Pikes Fork at Route 314	BCVPI	Pikes Fork	NA	NA	BCVPI	BCVPI	BCVPI	Monthly	Monthly	One Way	Approx 2013
21	Pikes Fork Wholesale Meter	Pikes Fork at Merimac	MCPSA or Blacksburg	Blacksburg or MCPSA	NA	NA	BCVPI	County	BCVPI	Monthly	Monthly	Two Way	Approx 2013
22	Phan Creek Master Meter	Route 11 at Bumpers Run	BCVPI	MCPSA	NA	NA	BCVPI	BCVPI	BCVPI	Monthly	Monthly	One Way	Approx 2016
23	Christiansburg Master Meter at Radford Road	Route 28 near Show Lake	BCVPI	Christiansburg	NA	NA	BCVPI	BCVPI	BCVPI	Monthly	Monthly	Two Way	Approx 2016
24	Tech Center Drive	Tech Center Road	Blacksburg or VI	VI or Blacksburg	NA	NA	BCVPI	VI and Town	BCVPI	Monthly	Monthly	Two Way	Summer 2013
25	Blacksburg - VI (Wholesale Meter)												
26	Blacksburg - VI (Wholesale Meter)												
27	Christiansburg Wheeling Meter River System	Route 8 at Christiansburg Service Area Limits	Christiansburg	MCPSA	NA	NA	BCVPI	BCVPI	BCVPI	Monthly	Monthly	One Way	Approx 2013
28													
29													

Note: 2-way meters technology does not exist for Web based readers.



MEMBERS OF THE BOARD

Sherwood G. Wilson, Chairman
Wayne O. Nelson, Vice-Chairman
Gregory D. Boardman, Secretary
F. Craig Meadows, Treasurer
Marc A. Verniel

Caleb M. Taylor, P.E.
Executive Director

Water Treatment Plant Status Report

1. Existing issues:
 - a. Raw Water Pump Stations
 - i. Ungrounded electrical at the raw water pump stations. Does not meet current NEC.



- ii. Lost Pump #3 in Old Raw Water Pump Station
 - iii. Pump #5 is making bad noise and has a bad vibration to it. Sending out

advertisement for bids for pump replacement and motor refurbishing.



- iv. Safety issues at Old Raw Water Pump Station when going into wet well. Have to use harness to climb down into wet well and only cat walks are installed to access some of the area. Area is also a confined space.



- v. Old valves are not able to be removed when replaced. Old hardware sits on the bottom.

- vi. Old Raw Water Pump Station is not large enough to adequately work on pumps and pump motors.



- vii. Generator sized to pump 8 MGD to the plant.

b. Plant Structure

- c. Roofs continue to have leak issues. Issues with gutters over the years have caused wall separation and concrete deck separation from the plant and sedimentation basins.
 - i. HVAC in plant needs to be replaced. Air dispersion is poor.



- ii. Clearwell is only 300,000 gallons. Chlorine contact time (CT) is typically calculated using the clearwell volume. We have to use a portion of the clearwell volume to backwash the filters. This reduces CT and thus we have to add chlorine at other points in the treatment process to obtain proper CT for disinfection.

- iii. Exposed pipes in the pipe gallery. If a pipe were to break, there would be major damage to the plant.



- iv. Hydraulic issues through flocculators and sedimentation basins. VDH has told Authority its concern about hydraulics through the plant. Filters #1 & 2 are loaded more than other filters. In cold weather, this is apparent in the filter run times where filters 1&2 are backwashed more frequently than 3&4 and 3&4 are backwashed more frequently than 5&6. Concern is filter breakthrough from VDH.



- v. Deteriorating concrete on sedimentation basins. Some of the concrete has deteriorated in areas on the sedimentation basins to a point where handrails are not safe to use. There is a potential safety issue with them failing if someone had to support themselves with them.



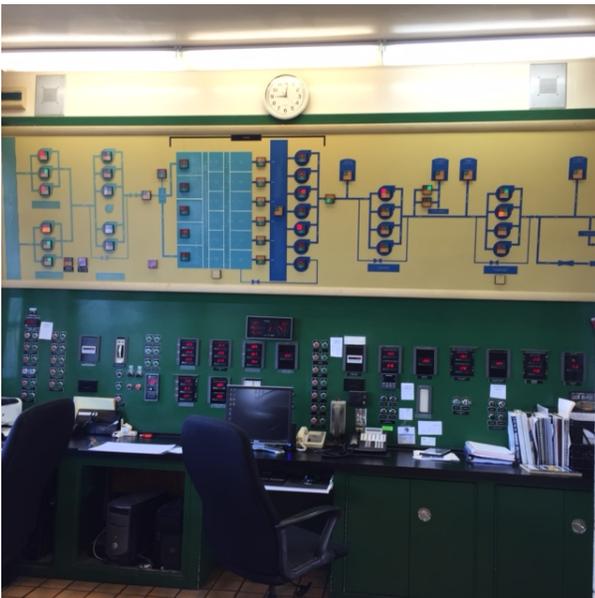
- vi. Exterior lighting on basins. Not adequate lighting to see during night hours and to monitor treatment processes (flocculators and sedimentation basins).
- vii. One backwash pump. Pump is from the original construction in 1956 and never been replaced or pulled and reworked including motor. Motor does not MEG correctly even after soft start has been installed. Motor windings could be dirty or corroded. The 1976 upgrades included to use system water to backwash filters if the pump was out of service. This was acceptable until chloramines began. If chloramines reached back into the filters, they would be ruined. Need redundancy with a second backwash pump.
- viii. Electrical
 1. When power is shut off of a motor control center, staff check voltage prior to working. Voltage meter shows 80 volts but there is no power. This is due to improper grounding.



2. Old relays are failing to operate pumps. Replacing with soft starts.
3. Arc Flash study revealed that power needs to be shut off at the main breaker and at the fuses on the pole by Appalachian Power in order to properly work inside the panels safely.

d. Instrumentation

- i. Instrumentation for individual filters is approximately 20+ years old. When contractor was in to help fix the units. Contractor was not sure the units would make it another 5 years. If these units fail, we are out of compliance with VDH and EPA requirements.
- ii. Tone cards that communicate to tanks and stations are fickle. Connection can be lost at any time. Staff do not know how tone cards are wired and what talks to where and how. If we lose something permanently, staff will have to troubleshoot and attempt to determine how things are connected. We do not have blueprints on this.
- iii. Filter console tables are wired differently for each filter. No blueprints. When something goes wrong, staff have to determine connectivity in order to analyze and fix problem. Sometimes takes many hours.
- iv. Instrumentation system at the plant is outdated. Our maintenance staff are educated in instrumentation and some are currently taking classes. However, the equipment is so outdated that they do not understand how to troubleshoot and fix problems. Typically this falls on the maintenance supervisor because he has had the most experience in working on this equipment.
- v. Existing instrumentation system is outdated. It has far exceeded its service life and we are not able to readily obtain new/repaired parts. We need a new SCADA system. If we lose any of the equipment that continuously monitors required parameters for VDH and EPA, we will be out of compliance and will receive a notice of violation letter and potential fine(s).



e. Unit Processes

i. Flash Mix

1. Motor is taking on water during inclement weather events. Needs to be rebuilt. Waiting on several days of fair weather so that it can be taken offline and repaired. However, can only afford for it to be offline for a limited time, affects mixing of chemicals.

ii. Filters

1. Since 1976, only filter 6 filter bottom has been rebuilt. Other filters have had "plugs" installed where portions of filter bottoms have failed.

2. Surface washers on filters 4 & 5 do not work and cannot be repaired to work. Starting to have issues with other surface washers on other filters.
- iii. Chemicals
1. Storage tanks inside the building are 40-year old fiberglass tanks. Some have had to be patched to not leak. These have far exceeded their service life. No means of removing these tanks without either removing the roof or knocking part of the wall out.
 2. Fluoride tank is located outside. This tank is 25 years old and needs to be replaced.
 3. No containment for tanks inside the plant. If there is a spill, the chemicals go to the drain that sends it to the waste ponds. Need proper containment of the chemicals.
 4. Chlorinators for gas chlorine injection system is located on the second floor of the plant. Chlorine gas cylinders are on the main floor. Chlorinators need to be moved to the main floor adjacent to chlorine tank room and connected to ventilation system. Currently, if there is a leak in the chlorinator room, chlorine gas can enter the chief operator's office, control room, laboratory and filter gallery.



- iv. Pumps
1. None of the pumps have been replaced at the plant. Some of the motors have been rebuilt but pumps have not been pulled. When tested in 2015, we are not able to pump at the plant's rated capacity of 12.4 mgd. We are starting to have issues with the pumps. New pumps will not work with existing pump bases due to age.
- v. Control Room
1. Operators monitor the treatment processes, perform bench scale analysis and also eat in the control room. By today's standards, the control room should be for monitoring the treatment processes. There should be a lunch room for the operators to fix and eat their food. The existing laboratory should be expanded to include an area for the operators to perform bench scale tests. The Bact-T lab should be a separate lab with a locked door to maintain integrity of the files and other items needed to keep the lab certified by the state.

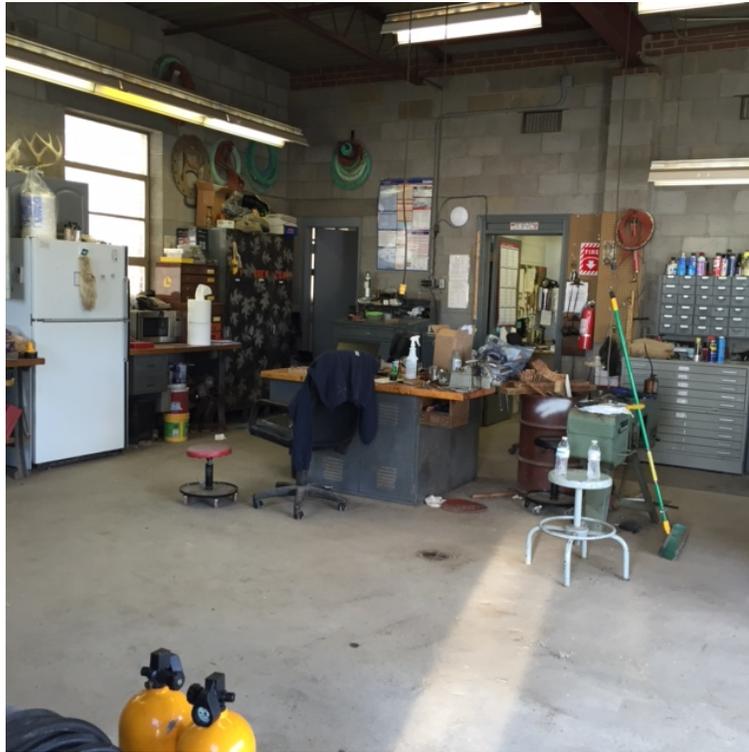
- a. OSHA's Sanitation standard governing eating and drinking areas, 29 CFR 1910.141 (g)(2) states, "No employee shall be allowed to consume food or beverages...in any area exposed to a toxic material." The term toxic material is defined under 29 CFR 1910.141(a)(2) meaning: a material in concentration or amount...which is of such toxicity so as to constitute a recognized hazard that is causing or is likely to cause death or serious physical harm.
 - i. This is not referring to the chemicals we use to treat the water per se but we use many different chemicals to calibrate and clean equipment that could harm personnel if they eat and drink in the lab area.

vi. ADA Compliance

- 1. We need both mens and womens locker rooms and rest rooms. The existing conditions are not ADA compliant.



- f. Maintenance building
 - i. Maintenance have outgrown their existing building. Need new larger building to house staff and enable them to work on equipment and store equipment.



A RESOLUTION SUPPORTING A PROGRAMMATIC PROJECT ADMINISTRATION AGREEMENT
EXTENSION ADDENDUM FROM THE VIRGINIA DEPARTMENT OF TRANSPORTATION
FOR REVENUE SHARING PROJECTS AND AUTHORIZATION FOR THE TOWN MANAGER TO
EXECUTE THE PROJECT ADMINISTRATION AGREEMENT EXTENSION ADDENDUM AND
ASSOCIATED PROJECTS

WHEREAS, the Town of Christiansburg, Virginia and the Virginia Department of Transportation entered into a Programmatic Project Administration Agreement for Revenue Sharing Projects on July 30, 2013; and,

WHEREAS, said agreement has an initial term of three fiscal years (each year being July 1st – June 30th), and will expire on June 30, 2016, and may be extended for one additional term of three fiscal years; and,

WHEREAS, the parties to the agreement hereby declare their intentions to extend said agreement as provided in Paragraph 1 of said agreement and further declare that such terms and provisions provided therein shall remain unchanged.

NOW THEREFORE BE IT RESOLVED that the Council of Town of Christiansburg, Virginia, in consideration of the mutual premises contained therein and in the Addendum, the Town agrees to extend said agreement for one additional term of three fiscal years with a new expiration date of June 30, 2019.

BE IT FURTHER RESOLVED that the Council of Town of Christiansburg hereby grants authority for the Town Manager to execute administration agreements for programmatic project administration agreement extension addendum for revenue sharing projects and to execute agreements for associated projects.

BE IT FURTHER RESOLVED, that the Council of the Town of Christiansburg hereby commits to fund its local share of preliminary engineering, right of way, and construction (as applicable) of the project(s) under agreement with the Virginia Department of Transportation in accordance with the project financial document(s).

Upon a call for an aye and nay vote on the foregoing resolution on a motion by Councilman seconded by Councilman at a regular meeting of the Council of the Town of Christiansburg, Virginia held July 26, 2016, the members of the Council of the Town of Christiansburg, Virginia present throughout all deliberations on the foregoing and voting or abstaining, stood as indicated opposite their names as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Mayor D. Michael Barber*				
Samuel M. Bishop				
Harry Collins				
Cord Hall				
Steve Huppert				
Henry Showalter				
Bradford J. Stipes				

*Mayor votes only in the event of a tie vote by Council.

D. Michael Barber, Mayor

A True Copy Test:

Michele M. Stipes, Clerk of Council



**THOMPSON
& LITTON** EST.
1956

ENGINEERS ARCHITECTS SURVEYORS

July 19, 2016

Ms. Ronda London, Purchasing Coordinator
Town of Christiansburg
100 East Main Street
Christiansburg, Virginia 24073

Re: Brown, Church & Lucas Street Storm Drain Improvements (Phase I)
T&L Project No. 10836-04

Dear Ms. London:

Bids for the above referenced project were received until 2:00 p.m. on Friday, July 15, 2016, opened publicly, and read aloud at the Town of Christiansburg Town Hall.

Thompson & Litton has reviewed the bids to formulate an opinion of the contractors' responsiveness with respect to the scope of work advertised. This was accomplished by comparing the bids with the Pre-Bid Statement of Probable Cost as outlined below.

CONTRACTOR	TOTAL BID	DIFFERENCE	% DIFFERENCE
Engineer's Estimate	\$ 987,590.00	N/A	N/A
Wells Construction Co., Inc.	\$ 944,879.00	(\$ 42,711.00)	-4.32%
Aaron J. Conner GC, Inc.	\$ 1,066,165.00	\$ 78,575.00	7.96%
DCI/Shires, Inc.	\$ 1,142,541.00	\$ 154,951.00	15.69%
Prillaman & Pace, Inc.	\$ 1,177,184.00	\$ 189,594.00	19.20%
Copeland Exc. & Const., Inc.	\$ 1,253,622.63	\$ 266,032.63	26.94%
E.C. Pace Co., Inc.	\$ 1,469,500.00	\$ 481,910.00	48.80%

Upon conducting a review and evaluation of the bids, it appears that the bids were responsive and consistent in all material aspects with the terms of the invitation.

Wells Construction Co., Inc. submitted the lowest bid in the amount of \$944,879.00. While we do not have previous experience with Wells Construction Co., Inc., based on conversations with references provided by the Contractor, it is our opinion that they are responsible and have the necessary construction capability to satisfactorily construct this project within the respective contract time frames.



Ms. Ronda London, Purchasing Coordinator
Brown, Church & Lucas Street Storm Drain Improvements (Phase I)
July 19, 2016
Page 2

Thompson & Litton recommends that the Town of Christiansburg consult with its financial advisor and legal counsel for their respective input and recommendations regarding these bids, as well as any other criteria that they may feel are appropriate in making a final determination of award.

A copy of the Bid Opening Attendance Record, Bids Received Form, Bid Tabulation, and the bid package of the lowest Bidder are enclosed for your review.

Please contact us if you need further information or have questions regarding our evaluation.

Sincerely,

Jeremiah W. Tuggle, PE
Project Engineer

Enclosures: Bid Opening Attendance Record
Bids Received Form
Bid Tabulation
Bid Package: Wells Construction Co., Inc.

pc: Adam Czesnowski, PE - VDOT (via email)
Brian Tew, T&L



THOMPSON
& LITTON

**BID OPENING
ATTENDANCE RECORD
FRIDAY, JULY 15, 2016**

Brown, Church & Lucas Street Storm Drain Improvements (Phase I)
For
Town of Christiansburg, Virginia
T&L Project No. 10836-04

NAME	COMPANY	WORK NUMBER	MOBILE NUMBER	EMAIL ADDRESS
BRIAN TEW	T & L	540-633-1897		BTEW@T-L.COM
MARK FAUGHT	T & L	540-633-1897		MFAUGHT@T-L.COM
TIM GIMPLE	A.D.S.	540-235-4519		TIM.GIMPLE@ADS-PIPE.COM
JOHN BURKE	TOWN OF CHRISTIANSBURG	540-382-6120		jburke@christiansburg,va.gov
REW CAMPBELL	Aaron J. Conner	540-387-3991		rewconnerjr@aiconner.com
DAVID CONNER	EC Pace	540-343-6816		dconner@ecpace.com
STEPHEN BROWNE	Wells Con Co.	540-977-2529		WellsConCo@AOL.ca
Shanna Brown	DCI/Sluirs	304-323-1990		robertdeeb@dcishires.com

OWNER: Town of Christiansburg, Virginia
 BID OPENING DATE: July 15, 2016
 PROJECT NAME: Brown, Church & Lucas Street Storm Drain
 Improvements (Phase I)



BID TABULATION
 T&L PROJECT NO. 10836-04

ITEM	DESCRIPTION	A/E ESTIMATE			WELLS CONSTRUCTION CO., INC.		AARON J. CONNER GENERAL CONTRACTOR, INC.		DCI/SHIRES, INC.		PRILLAMAN & PACE, INC.		COPELAND EXCAVATION AND CONSTRUCTION CO.		E.C. PACE CO., INC.	
		UNIT PRICE	QTY.	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	60-inch storm drain pipe (SRP), any depth, complete, in place.	\$325.00	1,140	\$370,500.00	\$382.00	\$435,480.00	\$426.00	\$485,640.00	\$350.00	\$399,000.00	\$495.00	\$564,300.00	\$507.98	\$579,097.20	\$550.00	\$627,000.00
2	24-inch storm drain pipe (SRP), any depth, complete, in place.	\$80.00	195	\$15,600.00	\$111.00	\$21,645.00	\$207.00	\$40,365.00	\$175.00	\$34,125.00	\$110.00	\$21,450.00	\$99.77	\$19,455.15	\$180.00	\$35,100.00
3	8-inch gravity sewer main, any depth, complete, in place.	\$120.00	202	\$24,240.00	\$130.00	\$26,260.00	\$225.00	\$45,450.00	\$68.00	\$13,736.00	\$85.00	\$17,170.00	\$106.67	\$21,547.34	\$190.00	\$38,380.00
4	Christiansburg MH-1, complete, in place.	\$3,500.00	4	\$14,000.00	\$5,000.00	\$20,000.00	\$3,200.00	\$12,800.00	\$4,800.00	\$19,200.00	\$3,500.00	\$14,000.00	\$5,252.65	\$21,010.60	\$20,500.00	\$82,000.00
5	Stormwater Structure 101, complete, in place.	\$6,000.00	1	\$6,000.00	\$8,000.00	\$8,000.00	\$10,400.00	\$10,400.00	\$5,800.00	\$5,800.00	\$12,500.00	\$12,500.00	\$6,752.62	\$6,752.62	\$9,150.00	\$9,150.00
6	Stormwater Structure 102, complete, in place.	\$14,000.00	1	\$14,000.00	\$9,200.00	\$9,200.00	\$8,800.00	\$8,800.00	\$9,800.00	\$9,800.00	\$10,500.00	\$10,500.00	\$7,191.30	\$7,191.30	\$12,070.00	\$12,070.00
7	Stormwater Structure 103, complete, in place.	\$14,000.00	1	\$14,000.00	\$9,200.00	\$9,200.00	\$9,650.00	\$9,650.00	\$9,980.00	\$9,980.00	\$10,700.00	\$10,700.00	\$8,352.18	\$8,352.18	\$12,750.00	\$12,750.00
8	Stormwater Structure 104, complete, in place.	\$14,000.00	1	\$14,000.00	\$7,000.00	\$7,000.00	\$9,740.00	\$9,740.00	\$7,900.00	\$7,900.00	\$10,500.00	\$10,500.00	\$7,441.48	\$7,441.48	\$12,750.00	\$12,750.00
9	Stormwater Structure 105, complete, in place.	\$14,000.00	1	\$14,000.00	\$11,651.00	\$11,651.00	\$8,740.00	\$8,740.00	\$11,900.00	\$11,900.00	\$14,600.00	\$14,600.00	\$10,815.25	\$10,815.25	\$14,750.00	\$14,750.00
10	Stormwater Structure 106, complete, in place.	\$14,000.00	1	\$14,000.00	\$9,172.00	\$9,172.00	\$9,760.00	\$9,760.00	\$9,400.00	\$9,400.00	\$12,600.00	\$12,600.00	\$11,205.35	\$11,205.35	\$13,150.00	\$13,150.00
11	Stormwater Structure 107, complete, in place.	\$14,000.00	1	\$14,000.00	\$11,000.00	\$11,000.00	\$9,700.00	\$9,700.00	\$11,600.00	\$11,600.00	\$14,000.00	\$14,000.00	\$10,984.22	\$10,984.22	\$13,050.00	\$13,050.00
12	Stormwater Structure 108, complete, in place.	\$14,000.00	1	\$14,000.00	\$12,000.00	\$12,000.00	\$9,920.00	\$9,920.00	\$11,800.00	\$11,800.00	\$14,000.00	\$14,000.00	\$11,788.92	\$11,788.92	\$12,500.00	\$12,500.00
13	Stormwater Structure 109, complete, in place.	\$14,000.00	1	\$14,000.00	\$11,676.00	\$11,676.00	\$8,800.00	\$8,800.00	\$11,800.00	\$11,800.00	\$14,000.00	\$14,000.00	\$11,342.90	\$11,342.90	\$17,000.00	\$17,000.00
14	Stormwater Structure 110, complete, in place.	\$14,000.00	1	\$14,000.00	\$9,000.00	\$9,000.00	\$9,400.00	\$9,400.00	\$9,200.00	\$9,200.00	\$13,000.00	\$13,000.00	\$10,349.28	\$10,349.28	\$13,875.00	\$13,875.00
15	Stormwater Structure 111, complete, in place.	\$14,000.00	1	\$14,000.00	\$10,995.00	\$10,995.00	\$9,000.00	\$9,000.00	\$11,600.00	\$11,600.00	\$14,000.00	\$14,000.00	\$11,283.13	\$11,283.13	\$16,650.00	\$16,650.00
16	Stormwater Structure 112, complete, in place.	\$20,000.00	1	\$20,000.00	\$17,000.00	\$17,000.00	\$8,060.00	\$8,060.00	\$14,800.00	\$14,800.00	\$21,500.00	\$21,500.00	\$12,445.51	\$12,445.51	\$16,800.00	\$16,800.00
17	Stormwater Structure 113, complete, in place.	\$20,000.00	1	\$20,000.00	\$12,000.00	\$12,000.00	\$7,840.00	\$7,840.00	\$10,900.00	\$10,900.00	\$12,000.00	\$12,000.00	\$10,944.53	\$10,944.53	\$17,000.00	\$17,000.00
18	Stormwater Structure 115, complete, in place.	\$14,000.00	1	\$14,000.00	\$12,000.00	\$12,000.00	\$8,100.00	\$8,100.00	\$10,900.00	\$10,900.00	\$12,000.00	\$12,000.00	\$11,972.04	\$11,972.04	\$16,750.00	\$16,750.00
19	Stormwater Structure 201, complete, in place.	\$4,000.00	1	\$4,000.00	\$4,300.00	\$4,300.00	\$4,700.00	\$4,700.00	\$4,700.00	\$4,700.00	\$3,200.00	\$3,200.00	\$5,797.56	\$5,797.56	\$8,500.00	\$8,500.00
20	Stormwater Structure 401, complete, in place.	\$4,000.00	1	\$4,000.00	\$3,900.00	\$3,900.00	\$4,100.00	\$4,100.00	\$4,400.00	\$4,400.00	\$2,500.00	\$2,500.00	\$5,894.75	\$5,894.75	\$7,600.00	\$7,600.00
21	Permanent turf mat, complete, in place.	\$10,000.00	1	\$10,000.00	\$17,000.00	\$17,000.00	\$9,700.00	\$9,700.00	\$7,100.00	\$7,100.00	\$7,000.00	\$7,000.00	\$3,506.71	\$3,506.71	\$15,000.00	\$15,000.00
22	Up to 30 L.F. of water service lateral relocation/replacement*, complete, in place.	\$2,000.00	4	\$8,000.00	\$1,300.00	\$5,200.00	\$3,550.00	\$14,200.00	\$1,300.00	\$5,200.00	\$1,000.00	\$4,000.00	\$800.82	\$3,203.28	\$1,085.00	\$4,340.00
23	Water service lateral relocation/replacement required beyond 30 feet*, complete, in place.	\$25.00	40	\$1,000.00	\$40.00	\$1,600.00	\$65.00	\$2,600.00	\$80.00	\$3,200.00	\$35.00	\$1,400.00	\$99.96	\$3,998.40	\$54.00	\$2,160.00
24	Up to 30 L.F. of 6-inch water line relocation/replacement, including valves, and associated appurtenances*, complete, in place.	\$3,000.00	5	\$15,000.00	\$8,000.00	\$40,000.00	\$9,000.00	\$45,000.00	\$1,500.00	\$7,500.00	\$2,000.00	\$10,000.00	\$29,942.52	\$149,712.60	\$3,300.00	\$16,500.00
25	6-inch water line relocation/replacement required beyond 30 feet*, complete, in place.	\$75.00	50	\$3,750.00	\$70.00	\$3,500.00	\$81.00	\$4,050.00	\$112.00	\$5,600.00	\$70.00	\$3,500.00	\$258.22	\$12,911.00	\$80.00	\$4,000.00
26	Miscellaneous course aggregate, No. 57*, complete, in place.	\$25.00	300	\$7,500.00	\$22.00	\$6,600.00	\$29.00	\$8,700.00	\$33.00	\$9,900.00	\$26.00	\$7,800.00	\$33.50	\$10,050.00	\$40.00	\$12,000.00
27	Miscellaneous trench concrete*, complete, in place.	\$250.00	150	\$37,500.00	\$130.00	\$19,500.00	\$250.00	\$37,500.00	\$210.00	\$31,500.00	\$200.00	\$30,000.00	\$173.95	\$26,092.50	\$210.00	\$31,500.00
28	Removal of trench rock*, complete, in place.	\$125.00	1,500	\$187,500.00	\$80.00	\$120,000.00	\$100.00	\$150,000.00	\$225.00	\$337,500.00	\$135.00	\$202,500.00	\$123.55	\$185,325.00	\$158.00	\$237,000.00
29	Allowance for VDOT inspection.	\$5,000.00	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
30	Bonds, taxes, permits, and insurance.	\$40,000.00	1	\$40,000.00	\$20,000.00	\$20,000.00	\$15,450.00	\$15,450.00	\$34,500.00	\$34,500.00	\$38,464.00	\$38,464.00	\$39,706.90	\$39,706.90	\$19,415.00	\$19,415.00
31	Mobilization and temporary facilities.	\$40,000.00	1	\$40,000.00	\$45,000.00	\$45,000.00	\$53,000.00	\$53,000.00	\$73,000.00	\$73,000.00	\$59,000.00	\$59,000.00	\$18,444.93	\$18,444.93	\$125,760.00	\$125,760.00
TOTALS:				\$987,590.00	-4.32%	\$944,879.00	7.96%	\$1,066,165.00	15.69%	\$1,142,541.00	19.20%	\$1,177,184.00	26.94%	\$1,253,622.63	48.80%	\$1,469,500.00

(\$42,711.00)

\$78,575.00

\$154,951.00

\$189,594.00

\$266,032.63

\$481,910.00

THIS BID TAB WAS PREPARED AND CERTIFIED
 BY STACY M. BAKER
 OF THOMPSON & LITTON

LOW BID
 HIGH BID
 AVERAGE
 ENG EST.
 \$944,879.00
 \$1,469,500.00
 \$1,175,648.61
 \$987,590.00

TODAY'S DATE: 19-Jul-16

* Contingency items

The police department has budgeted use of State Anti Drug funds for the fiscal year of \$30,500 for supplies and law enforcement expense. They are requesting that these funds be moved to capital to acquire a new police vehicle for one of the captains. We will put this into a formal budget amendment in the near future but request your approval to move these funds so they can place the order for the vehicle which can have a long lead time.

Contract Line Item #	Vehicle Configurator DPS Contract # E194-75223 eVA Commodity: Full Size Police Vehicle - 2017 Ford Police Utility eVA Vendor: Haley Ford South NIGP Commodity Code: 07105 <small>This form may be used to order a model with the same options & configuration per model. Please complete a separate spreadsheet for models with different configurations/options. Grayed lines are not available for the model. Be sure to attach all spreadsheets to your Purchase Order. Complete the yellow blocks only. **The Contract # MUST be shown in the "Contract Number" Field of the Line Item.</small>	Option / Order Code	UNIT PRICE	K8A MARKED UTILITY ENTER QUANTITY IN YELLOW COLUMN ONLY.	K8A/16D UNMARKED UTILITY ENTER QUANTITY IN YELLOW COLUMN ONLY.
1	K8A: MARKED UTILITY - 2017 Ford Police Interceptor, AWD, 500A, Base Vehicle (Be sure to indicate color choice below)	K8A	\$ 27,608.00		
2	K8A/16D: UNMARKED UTILITY, 2017 Ford Police Interceptor, AWD, 500A Base Vehicle (Be sure to indicate color choice below)	K8A/ 16D	\$ 27,608.00		1 \$ 27,608.00
3	Additional Delivery Charges - (Note: 50 Miles are included in the base price of each vehicle.) Only enter miles in excess of 50. The spreadsheet will auto calculate the mileage by the qty of vehicles ordered.	N/A	\$ 1.80		

ADD-ON OPTIONS

Contract Line Item #	Option / Order Code	UNIT PRICE	K8A MARKED UTILITY ENTER QUANTITY IN YELLOW COLUMN ONLY.	K8A/16D UNMARKED UTILITY ENTER QUANTITY IN YELLOW COLUMN ONLY.
A1	ENGINE Engine Block Heater	41H \$ 90.00		
A2	Dark Car Feature	43D \$ 20.00		
A3	Daytime Running Lamps	942 \$ 45.00		
A4	Pre-Wiring for Grille Lamp, Siren and Speaker	60A \$ 50.00		1 \$ 50.00
A5	Spot Lamp - Driver Side - LED Bulb	51R \$ 395.00		
A6	Door Spot Lamp (Driver and Passenger) LED Bulb: Requires delete/credit of 21L, included with Base Vehicle, shown in delete section.	51S \$ 620.00		
A7	Spot Lamp - Driver Side - Incandescent Bulb Requires delete/credit of 21L, included with Base Vehicle, shown in delete section.	51Y \$ 215.00		
A8	Door Spot Lamp - (Driver and Passenger) Incandescent Bulb: Requires delete/credit of 21L, included with Base Vehicle, shown in delete section.	51Z \$ 350.00		
A9	Interior Upgrade Package (Includes 88F)	65U \$ 390.00		
A10	1st and 2nd row carpet floor covering in lieu of vinyl	16C \$ 125.00		1 \$ 125.00
A11	2nd Row Cloth Seats (Included in 65U)	88F \$ 60.00		1 \$ 60.00
A12	100 Watt Siren/Speaker (Includes bracket and pigtail)	18X \$ 300.00		
A13	Rear View Camera (Requires 53M) Standard in 2016 Model			
A14	SYNC Basic	53M \$ 295.00		1 \$ 295.00
A15	Re-mappable (4) switches on steering wheel with voice. (Requires 53M).	61S \$ 155.00		
A16	Re-mappable (4) switches on steering wheel, less voice	61R \$ 155.00		
A17	Perimeter Anti-theft Alarm - Activated by Hood, Door or Decklid	593 \$ 120.00		
A18	Remote Keyless Entry	595 \$ 260.00		
A19	Reverse Sensing	76R \$ 275.00		
A20	BLIS (Requires 21B)	55B \$ 545.00		
A21	Ballistic Door Panels - Driver Front Door Only	90D \$ 1,585.00		
A22	Ballistic Door Panels - Driver & Passenger Front Door	90E \$ 3,170.00		
A23	Heated Mirrors, Non-BLIS	549 \$ 60.00		1 \$ 60.00
A24	Side Marker Lights in Sideview Mirrors	63B \$ 290.00		
A25	Hidden Door Lock Plunger.	52H \$ 140.00		
A26	Hidden Door Lock Plunger and Rear Door Handle Inoperable	52P \$ 160.00		
A27	Rear Door Handles Inoperable / Locks Operable	68L \$ 435.00		
A28	Rear Door Handles Inoperable / Locks Inoperable	68G \$ 35.00		
A29	Windows - Rear window power delete, operable from front driver side switches.	18W \$ 25.00		
A30	Glass - Solar Tint 2nd and 3rd Row (deletes Privacy Glass)	92C \$ 120.00		
A31	Glass - Solar Tint 2nd Row Only (deletes Privacy Glass)	92R \$ 85.00		
A32	Roof Rack Side Rails - Black	68Z \$ 155.00		
	18in Painter Aluminum Wheels	64E \$ 475.00		
A33	Key Alike -1435x	59E \$ 50.00		
A34	Key Alike -1284x	59B \$ 50.00		
A35	Key Alike -0135x	59D \$ 50.00		

A49	Std. Exterior Color - Medium Brown Metallic	BU	\$	-	\$	-	\$	-	\$
A50	Std. Exterior Color - Arizona Beige Clearcoat	E3	\$	-	\$	-	\$	-	\$
A51	Std. Exterior Color - Smokestone Metallic	HG	\$	-	\$	-	\$	-	\$
A52	Std. Exterior Color - Kodiak Brown Metallic	J1	\$	-	\$	-	\$	-	\$
A53	Std. Exterior Color - Shadow Black	G1	\$	-	\$	-	\$	1	\$
A54	Std. Exterior Color - Dark Toreador Red Metallic	JL	\$	-	\$	-	\$	-	\$
A55	Std. Exterior Color - Norsesea Blue Metallic	KR	\$	-	\$	-	\$	-	\$
A56	Std. Exterior Color - Dark Blue	LK	\$	-	\$	-	\$	-	\$
A57	Std. Exterior Color - Royal Blue	LM	\$	-	\$	-	\$	-	\$
A58	Std. Exterior Color - Light Blue Metallic	LN	\$	-	\$	-	\$	-	\$
A59	Std. Exterior Color - Blue Jeans Metallic	N1	\$	-	\$	-	\$	-	\$
A60	Std. Exterior Color - Ultra Blue Metallic	MM	\$	-	\$	-	\$	-	\$
A62	Std. Exterior Color - Silver Grey Metallic	TN	\$	-	\$	-	\$	-	\$
A64	Std. Exterior Color - Sterling Grey Metallic	UJ	\$	-	\$	-	\$	-	\$
A65	Std. Exterior Color - Ingot Silver Metallic	UX	\$	-	\$	-	\$	-	\$
A66	Std. Exterior Color - Medium Titanium Metallic	YG	\$	-	\$	-	\$	-	\$
A67	Std. Exterior Color - Oxford White	YZ	\$	-	\$	-	\$	-	\$

Standard Exterior Color:
MUST CHOOSE ONE!

DELETE OPTIONS

D1	Delete Auxiliary Air Conditioning	-17A	\$	(569.00)	\$	-	\$	-	\$
D2	Delete Full size wheel covers	-65L	\$	(57.00)	\$	-	\$	1	(57.00)
D3	Delete Red/White Dome Lamp (17T) in Cargo Area	-17T	\$	(48.00)	\$	-	\$	-	\$
D4	Delete Tremco Anti-theft system stated in Base Vehicle.	TREMCO	\$	(89.00)	\$	-	\$	1	(89.00)
D5	Delete All non-standard and extra Radio Noise Suppression Equipment and Grounding Packages.	-20P	\$	(27.00)	\$	-	\$	-	\$

LOCAL GOVERNMENT ONLY OPTIONS

L1	Local Government Only Option - Police Interceptor 22 - Tail Lamp Lighting Solution	66B	\$	425.00	\$	-	\$	-	\$
L2	Local Government Only Option - Police Interceptor 23 - Rear Lighting Solution	66C	\$	455.00	\$	-	\$	-	\$
L3	Local Government Only Option - Police Interceptor 24 - Cargo Wiring Uprft Package	67G	\$	1,340.00	\$	-	\$	-	\$
L4	Local Government Only Option - Cargo Wiring Uprft Package/ wire Connector Kit	67G/2/P	\$	1,470.00	\$	-	\$	-	\$

Total Cost for each Base Vehicle plus Mileage & Options

		1 ea	#DIV/0!	1 ea	\$	28,312.00			\$
Column Totals for All Base Vehicle Plus Options		0	\$	1	\$	28,312.00			\$

Grand Total of all vehicles ordered on this spreadsheet: \$ 28,312.00

Enter Other Information or Instructions in Yellow Block to the Right
(PICK COLOR CHOICES ABOVE)

This space may not be used to order items that are not on this contract above.

Use this spreadsheet to configure your vehicle(s). You will need to use a separate column for each model type you are ordering. Use a separate spreadsheet for each model type ordered if it has different options. Only complete the Yellow cells in the spreadsheet with the Quantity for the base vehicle and each option you want to order. When you are done, name & save the spreadsheet to your hard drive. Log into to eVA. When you get to the add items page click on the non-catalog tab. Enter a separate line item for each model & configuration and your description as follows: Vehicle Year, Make & Model per contract <Enter Contract Number>, see attached spreadsheet titled for this line item. When you get to the comments section of the requisition, check to include the comments and attachments; select the attach file option and attach this spreadsheet as your attached file.



ESTABLISHED
NOVEMBER 10, 1792

INCORPORATED
JANUARY 7, 1833

MAYOR

D. MICHAEL BARBER

COUNCIL MEMBERS

SAMUEL M. BISHOP
HARRY COLLINS
R. CORD HALL
STEVE HUPPERT
HENRY SHOWALTER
BRADFORD J. "BRAD" STIPES

TOWN MANAGER

STEVE BIGGS

ASSISTANT TOWN MANAGER

RANDY WINGFIELD

**ASSISTANT TO THE TOWN
MANAGER**

ADAM CARPENETTI

**DIRECTOR OF
FINANCE/TOWN TREASURER**

VALERIE L. TWEEDIE,
CPA, CFE, CGFM

CHIEF OF POLICE

MARK SISSON

CLERK OF COUNCIL

MICHELE M. STIPES

TOWN ATTORNEY

GUYNN & WADDELL, P.C.

Town of Christiansburg, Virginia 24073

100 East Main Street ~ Telephone 540-382-6128 ~ Fax 540-382-7338

July 26, 2016

Memorandum

To: Mayor and Town Council

From: Steve Biggs, Town Manager

Subject: New Employee Group Health Insurance Enrollment

Background

The Town has historically held a sixty day waiting period for enrollment of new employees in group health insurance. We have reviewed the Employee Handbook, discussed the topic with relevant staff, and sought to learn whether the practice is in anyway the product of formally adopted policy. We do not find that is the case.

Dave Brahmstadt, Human Resources Director, and I share a concern that this waiting period may create hardship or risk on the part of new employees and we wish to establish a policy. The waiting period may be a relic of the time when pre-existing conditions were legally excluded from coverage and the waiting period was used as a means to identify those conditions. The ACA removed that exclusion so, if so, then that purpose is no longer relevant.

Considerations

The Town administers a "self-insurance" program. Premiums are self-imposed to the benefit of the pool. By allowing employees to participate sooner than the current sixty day waiting period the additional premiums pay to the pool. If not consumed through claims the funds remain as liquidity in the pool and benefit reserves for future plan years.

Recommendation

By consensus of the Council we would like to immediately begin the practice of enrolling eligible employees in group health insurance beginning the first day of the month following their hire date. In addition we are working on some revisions to the Employee Handbook. Those revisions will come to the Council for adoption. We will integrate this practice into the Employee Handbook as Town policy at that time.