

Craig Bryant, Mayor
Chris Witt, Vice Mayor
Jamie Manspile
Marlon Rickman
Chris Petty



Buchanan Town Council
Thursday November 4, 2021
7:00pm
Work Session
Council Chambers
19753 Main Street
Buchanan, VA 24066

AGENDA

- A. ROLL CALL AND ESTABLISHMENT OF QUORUM**
- B. PRELIMINARY ENGINEERING REPORT PRESENTATION -
(Doug Hudgins of CHA)**
- C. ARPA DISCUSSION**
- D. INBODEN CONTRACT DISCUSSION**
- E. DISCUSS SOUTHVIEW REQUEST**
- F. DISCUSS 3RD STREET REQUEST**
- G. ADJOURNMENT**

Claudine Stump

From: Susan McCulloch
Sent: Wednesday, November 3, 2021 3:16 PM
To: Claudine Stump
Cc: Susan McCulloch
Subject: Buchanan PER Draft Link and Password

Here is the link and the password to the PER Draft:

https://chaconsulting-my.sharepoint.com/:b/g/personal/frengifo_chacompanies_com/EfgmGutZxm9CvB9X2NpRIO8Bwjll5QX2VALCrUEMPYHwXA?e=cKMNg9

Password: CHA067428\$

Town of Buchanan Wastewater Treatment Plant & Pump Station Preliminary Engineering Report

Prepared by CHA
November 2021

The logo for CHA, consisting of the letters 'CHA' in a bold, sans-serif font, with a blue horizontal line extending to the right from the 'A'.

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Overview

- Existing Conditions
- Comprehensive Project
- Reduced Scope Project
- Rural Development Grant Eligibility
- Wastewater Rate Comparison
- Water Street Pump Station Stand-alone Cost Estimate
- American Rescue Plan (ARP) Recommendation

The logo for CHA, consisting of the letters 'CHA' in a bold, sans-serif font, with a blue horizontal line extending to the right from the 'A'.

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Existing Conditions - WWTP



Control Panel at Equalization Basin



Laboratory



Clarifier and Aeration Basin

3

3

Existing Conditions – WWTP



Concrete fracture at Aeration Basin



Existing Blowers

4

4

Existing Conditions – Water Street PS



Water Street Pump Station – Pump Pit



Southview Street Pump Station

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Comprehensive Project Construction Cost



WWTP – Construction Cost Subtotal



Pump Stations – Construction Cost Subtotal

CHIA

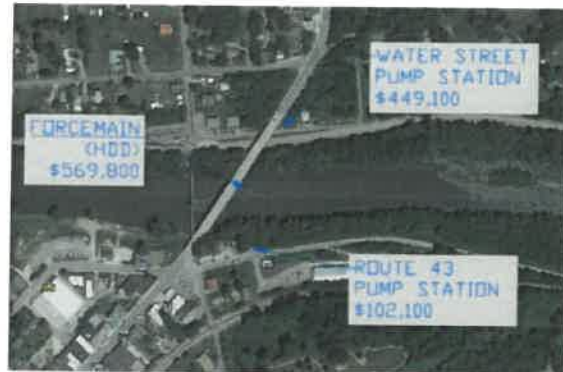
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Reduced Scope Construction Cost



WWTP – Construction Cost Subtotal



Collection System – Construction Cost Subtotal

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Capital Cost Comparison

Comprehensive Project

Unit Process	Construction Cost
Equalization Basin	\$ 91,100
Aeration Basin	\$ 181,700
Blower Building	\$ 226,200
Clarifiers	\$ 1,044,200
Plant Lift Station	\$ 90,800
Sludge Drying Bed	\$ 975,000
Outfall	\$ 7,900
Laboratory	\$ 173,000
Route 43 Pump Station	\$ 427,100
Water Street Pump Station	\$ 449,100
Force Main (HDD)	\$ 569,800
Southview Street Pump Station	\$ 27,800
Construction Cost Subtotal	\$ 4,263,700
Contingency 10%	\$ 427,000
Basic Services 12%	\$ 512,000
Resident Project Representation \$90 /hour	\$ 270,000
Additional Services \$ 85,000	\$ 85,000
Subtotal	\$ 1,294,000
Capital Cost Total	\$ 5,558,000

Reduced Scope Project

Unit Process	Construction Cost
Aeration Basin	\$ 181,700
Blower Building	\$ 226,200
Route 43 Pump Station	\$ 102,100
Water Street Pump Station (Suction Lift Option)	\$ 449,100
Water Street Force Main (HDD)	\$ 569,800
Construction Cost Subtotal	\$ 1,529,000
Contingency 10%	\$ 152,900
Basic Services 12%	\$ 183,480
Resident Project Representation \$90 /hour	\$ 180,000
Additional Services \$ 50,000	\$ 50,000
Subtotal	\$ 567,000
Capital Cost Total	\$ 2,096,000

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Rural Development Grant Eligibility

- RD grant requires sewer rate to be 1.5% of the MHI
- RD still utilizing 2010 census MHI - \$38,561 = monthly sewer bill - \$48.20
- Town current average monthly sewer bill is \$36.75- \$40 range
- 2019 MHI for Town has increased to \$57,716 which will make grant eligibility very difficult in the future
- Upcoming Infrastructure Bill could reduce the grant eligibility requirements to 1% but that is unclear at this time
- Other funding options include VDEQ funding
- 38-year term at 2.125% Interest Rate

Comprehensive Project

Project cost	Grant Percentage	Grant Amount	Total Loan	Annual Debt Service
\$ 5,558,000	0%	\$ -	\$ 5,558,000	\$214,647
	25%	\$ 1,389,500	\$ 4,168,500	\$160,396
	50%	\$ 2,779,000	\$ 2,779,000	\$107,324
	75%	\$ 4,168,500	\$ 1,389,500	\$53,662

Reduced Scope Project

Project cost	Grant Percentage	Grant Amount	Total Loan	Annual Debt Service
\$ 2,096,000	0%	\$ -	\$ 2,096,000	\$80,947
	25%	\$ 524,000	\$ 1,572,000	\$60,710
	50%	\$ 1,048,000	\$ 1,048,000	\$40,472
	75%	\$ 1,572,000	\$ 524,000	\$20,237



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Wastewater Rates Comparison

Town	Residential Wastewater Rate (Inside 4,000 gal./mo.)	Residential Wastewater Rate (Inside 5,000 gal./mo.)
Buchanan	\$ 36.75	\$ 40.05
Appomattox	\$ 67.04	\$ 84.81
Lexington, City of	\$ 59.67	\$ 74.59
Luray	\$ 55.58	\$ 62.83
Nelson County Service Authority	\$ 54.10	\$ 64.00
Fincastle	\$ 45.88	\$ 52.57
Salem, City of	\$ 44.26	\$ 49.65
Waynesboro, City of	\$ 43.93	\$ 58.20
Elkton	\$ 41.37	\$ 49.14
Bridgewater	\$ 37.93	\$ 45.48
Buena Vista, City of	\$ 34.16	\$ 42.70
Glasgow	\$ 33.38	\$ 34.68
WVWA (Botetourt Co.)	\$ 31.50	\$ 35.25
WVWA (Franklin Co.)	\$ 31.50	\$ 37.50
WVWA (Roanoke City/County)	\$ 31.50	\$ 35.25
Average	\$ 43.24	\$ 51.11

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Recommendation for ARP Funding

Water Street Pump Station

Unit Process	Construction Cost
Water Street Pump Station (Suction Lift Option)	\$ 449,100
Water Street Force Main (HDD)	\$ 569,800
Construction Cost Subtotal	\$ 1,019,000
Contingency	10% \$ 101,900
Basic Services	12% \$ 122,280
Resident Project Representation	\$90 /hour \$ 90,000
Additional Services	\$ 30,000 \$ 30,000
Subtotal	\$ 365,000
Capital Cost Total	\$ 1,384,000

- Assumes utilizing \$500K towards Water Street Pump Station and force main project

Annual Debt Service

Project cost (Remaining Balance)	Grant Percentage	Grant Amount	Total Loan	Annual Debt Service
\$ 884,000	0%	\$ -	\$ 884,000	\$34,140
	25%	\$ 221,000	\$ 663,000	\$25,605
	50%	\$ 442,000	\$ 442,000	\$17,070
	75%	\$ 663,000	\$ 221,000	\$8,535



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Recommendations and Next Steps

- Town to decide on sewer rate increase to \$48.20. Rate would need to be adopted by July 2024
- If yes,
 - Complete PER and submit funding application to Rural Development and finalize project based upon % grant and final annual debt service
- If no,
 - Proceed with the Water Street PS project with ARP funding and apply to the VDEQ for loan balance.
- For collection system install flow meters in spring 2022 as first step of infiltration and inflow study



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Questions?

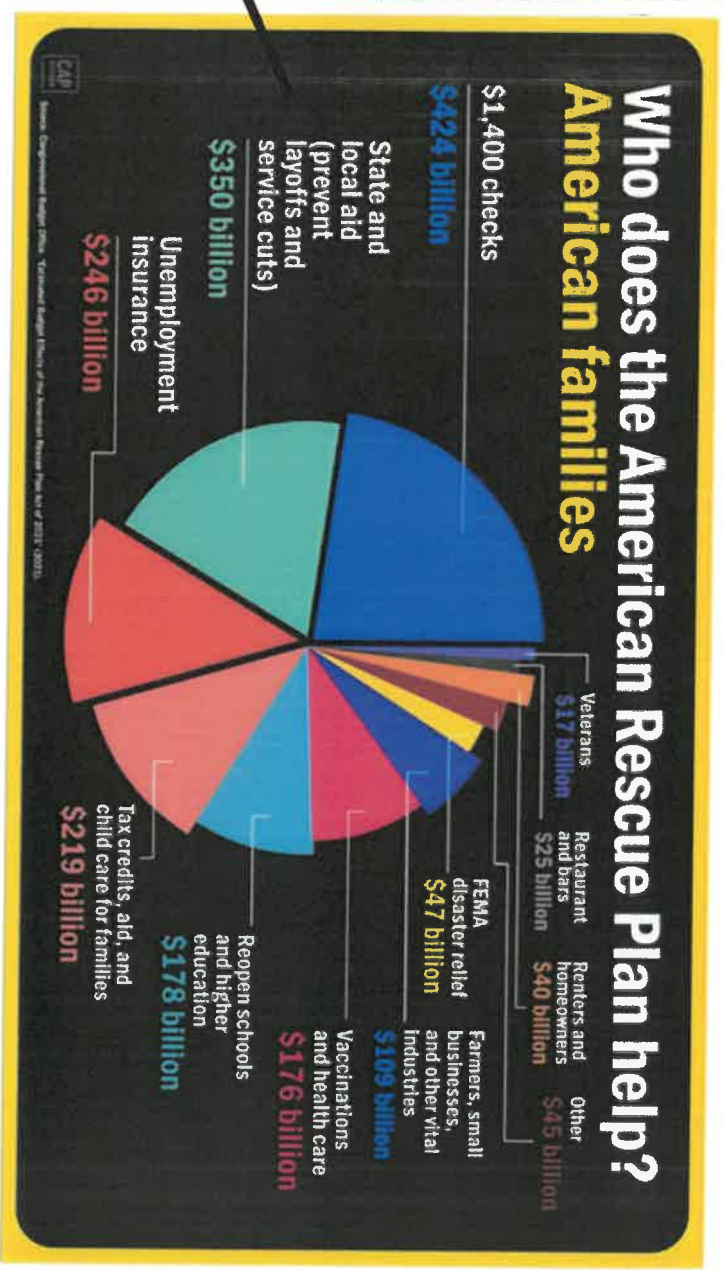
Town of
Buchanan
Work Session

ARPA Funding

November 4, 2021



March 11, 2021 American Rescue Plan Act



\$932,964

Buchanan's Priorities with American Rescue Plan funds

These Recommendations
Compliment Buchanan's
Comprehensive Plan Goals

Water/Wastewater Infrastructure

Wi-Fi/Broadband

Parks Enhancements

Business Assistance

Public Facility Safety (Ventilation System)

Buchanan's Priorities with Rescue Plan funds Estimate

• Water/Wastewater Infrastructure	\$700,000
• Wi-Fi in the Park (credit card)	\$20,000
• Parks Enhancements (TBD)	\$104,196
to build a new pavilion restroom	
• Business Assistance Façade Grant Fund/Gauntlet	\$40,000
• Ventilation System/Remodel	\$50,000 (TBD)
• Total of these five projects:	\$914,196
• Lost Revenue was calculated to be \$214,196, which are the Non-Infrastructure projects.	
• All of this leaves \$18,768 to assign in FY 23, FY 24, and FY 25. We may want to extend these projects, or take on new ones.	

ARPA Project #1: Water/Wastewater Infrastructure

- Several Projects relating to the Clean Water Act Revolving Loan Fund and the Drinking Water Act Revolving Loan Fund
 - Repair/Replace Pumps – See CHA's Presentation
 - Water Street Lift Station Overhaul – See CHA's Presentation
 - **\$1,384,000 (Use \$500K ARPA)**
 - New Public Works Sewer Jetter – \$65,000
 - ~~Public Works Truck purchased in 2021 – \$45,000 (Gentry & Locke researched – the funds can't be used to pay the loan)~~
 - Lighting around the Sewer Treatment Plant – Quote from **LES \$34,800**
- ARPA justification: **economic impact, infrastructure**
- Staff Recommendation: **\$700,000+ of ARPA funds**



ARPA Project #1: Camera Quotes

Camera Quotes	
Supply House – mid-range pipe inspection camera with 200' cable/stand	\$3,299.99
Insight Vision – Opticam Sewer Inspection Push Camera System	\$6,695.00
MPE V-SNAKE sonde and SD recorder	\$4,895.00

ARPA Project #1: Jetter Quotes

Jetter Quotes	
Sewer Equipment Co. - SECON-4000T 18	\$27,999.00
USA Blue Book - O'Brien Trailer Mounted Sewer Jetter 40 gpm, 2000 PSI	\$65,000.00

Total: Camera, Jetter, Lights: \$106,495 (worst case)

ARRPA Project #2: Wi-Fi in the Park

- Revenue Reduction Project
- Provide Wi-Fi in the Buchanan Town Park to support credit card services during event activities: **\$20,000 (estimate due to trees)**
- Quote from Larry Etzler: **\$2,080** (stated trees are okay if they could be cut back or if the AP can be high enough)
- Met with Shentel the week of October 12th, still awaiting the quote
- ARPA justification: **Provide Government Services with funds that reduced revenue during the pandemic**



ARRPA Project #3: Parks Enhancements

- Revenue Reduction Project
- Town Parks provide healthy opportunities to residents and tourists
- ARPA justification: **economic impact, public health impact**
- Enhancing existing programs: **\$104,196 of ARPA funds (A contractor is quoting this project)**
- Rationale:
 - Revisiting the request to Botetourt County to build a restroom using ARPA funds. This amount is a Rough Estimate – increase in construction materials is taken into account



ARRPA Project #4: Business Assistance

- Revenue Reduction Project
- Initiate a Façade Grant Program to encourage beautification in Buchanan. Suggestion: brick and mortar zoned commercial or trade (not home occupation) in the Historic District
- Initiate a fund to encourage location of Gauntlet Winners into Buchanan Buildings with a modest incentive
- ARPA justification: **economic impact**
- Recommendation: **\$40,000 of ARPA funds**
- Suggestion:
 - **Façade Matching Grant Program 1:1 on a preapproval basis**
 - **Up to \$8,000 per business**
 - **Gauntlet up to \$5,000**



ARPA Project #5: Safety

- Revenue Reduction Project
- Improving the physical infrastructure of Town Hall to encourage safety
- ARPA justification: **critical infrastructure**
- Building on our experience: **\$52,000 of ARPA funds**
- **Asked F&S for a quote for the columns and roof; awaiting a response**
- Impact:
 - **\$52,000** for Capital Improvements – install new ventilation while opening up the original windows and ceiling, paint, ventilation for safety, interior improvements



ARPA Summary: Meeting Long-Term Goals

• Water/Wastewater Infrastructure	\$700,000	
• Wi-Fi in the Park	\$20,000	
• Parks Enhancements	\$104,196	to build a new pavilion restroom
• Business Assistance	\$40,000	Facade Grant Fund
• Ventilation System/Remodel	\$52,000	All of this leaves \$18,768 to assign in FY 23, FY 24, and FY 25. We may want to extend these projects, or take on new ones.
Total of these five projects: \$914,196		



Action

- Choose ARPA projects for action in FY 21-22

Town of Buchanan
CONTRACT OPERATIONS & MAINTENANCE AGREEMENT



**5790 Main Street, Mt. Jackson, VA 22842
1 (800) 648-1010 - Fax (540) 477-3360**

Agreement

This Operation – Maintenance Agreement (“Agreement”) is made effective this day of _____, by and between Inboden Environmental Services, Inc., a corporation of the State of Virginia, having offices at 5790 Main Street, Mt. Jackson, Virginia 22842 hereinafter called (“IES”), and the Town of Buchanan, with its administrative office located at 19753 Main St., Buchanan, VA 24066, hereinafter called (“TOWN”).

RECITALS

1. TOWN desires to engage IES to provide oversight contract operations and utility management services for the TOWN owned Wastewater & Water Treatment System, as more fully described herein and in accordance with the terms and conditions of this Agreement.
2. IES desires to provide services to TOWN in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

DEFINITIONS

The following definitions are for the purpose of this Agreement:

Facilities - The TOWN Wastewater & Water Treatment Facilities located in Buchanan, VA
Services - Performance of services for Operation – Maintenance of Wastewater & Water Treatment Facilities; **8 hours per day, 7-day per week**, pursuant to this Agreement

ARTICLE 1 – SCOPE OF SERVICES

Scope of Services set forth in attached Exhibit A, is to be made a part hereof and in accordance with the terms and conditions set forth herein.

ARTICLE 2 – TOWN RESPONSIBILITIES

TOWN shall provide IES with the items and assistance set forth in Exhibit B, attached hereto and made a part hereof.

ARTICLE 3 – COMPENSATION AND PAYMENT

- 3.1 IES, shall render services herein and TOWN shall pay IES compensation set forth in Exhibit C, attached hereto and made a part hereof, in accordance with the payment provisions set forth therein.

Town of Buchanan
CONTRACT OPERATIONS & MAINTENANCE AGREEMENT

- 3.2 IES will invoice TOWN for the Services in accordance with the provisions of Exhibit C. IES invoices shall be paid by TOWN within 30 days of receipt thereof by TOWN. No payment to IES shall be withheld by TOWN for any reason while IES is providing the Services.
- 3.3 TOWN shall pay interest at the rate of one and one-half percent (1-1/2%) per month on any amounts not paid in accordance with the payment provision of this Agreement. IES's right to interest on any unpaid amounts shall be in addition to any and all other rights IES has pursuant to this Agreement and applicable law.
- 3.4 Each of the prices provided under this Contract shall escalate by 1.5% on the anniversary date of each year of the base term or any additional term.

ARTICLE 4 – OWNERSHIP OF FACILITY

- 4.1 Notwithstanding anything contained in this Agreement, TOWN shall be and remain the owner of the Facility and any capital additions made thereto and paid for directly by TOWN.
- 4.2 Equipment, vehicles, and all other property provided by IES or purchased and used by IES in order to provide the Services shall remain the property of IES.

ARTICLE 5 – AUTHORIZED REPRESENTATIVES

The following individuals are the authorized representatives of IES and TOWN, respectively, to execute this Agreement.

IES: Mark E. Inboden
General Manager
Inboden Environmental Services, Inc.
5790 Main Street
Mt. Jackson, VA 22842

TOWN: Susan McCulloch
Town Manager
Town of Buchanan
19753 Main St.
Buchanan, VA 24066

The parties must provide written notice of any changes to the authorized representatives in advance of such change.

ARTICLE 6 – TERM

- 6.1 This Agreement shall become effective when signed by the authorized representatives of both parties hereto. IES shall commence providing the Services on January 1, 2022. This Agreement shall remain in effect unless extended or terminated as provided herein so long as TOWN provides payment to IES, in accordance with this Agreement, until December 31, 2022.
- 6.2 This Agreement may be renewed for subsequent one (1) year terms, if the Town gives notice to IES at least thirty (30) days prior to the termination date of its desire to renew the Agreement.

ARTICLE 7 – LIMITATION OF LIABILITY

Notwithstanding any other provisions of this Agreement, IES's total liability to TOWN for any loss or damages from claims arising out of or in connection with this Agreement from any cause including IES's strict liability, breach of contract or professional negligence, errors and omissions shall not exceed the proceeds of IES's liability insurance required under this Agreement. In no event shall either party be liable

Town of Buchanan
CONTRACT OPERATIONS & MAINTENANCE AGREEMENT

to the other for special, indirect, incidental, or consequential damages whether or not such damages were foreseeable at the time of the commencement of the work.

ARTICLE 8 – APPLICABLE LAW

The interpretation and enforcement of this Agreement is to be governed and construed in accordance with the law of the Commonwealth of Virginia.

ARTICLE 9 – ASSIGNMENT

This Agreement may not be assigned by IES, either in whole or in part, without the prior written consent of TOWN, except that TOWN's consent shall not be required for any assignment by IES to a wholly owned subsidiary of IES.

ARTICLE 10 – STANDARD OF CARE

IES will provide the Services to TOWN under this Agreement in accordance with the Facilities O&M Manuals and generally accepted industry standards as applied to similar projects performed under similar conditions.

ARTICLE 11 – INSURANCE

IES shall maintain at its own expense Worker's Compensation, Comprehensive General Liability, and Automobile Liability insurance policies for the duration of this Agreement in the following amounts:

Type of Insurance	Limits of Liability
Workers' Compensation	Statutory Workers' Compensation
Employer's Liability	\$ 100,000 Employer Liability
Comprehensive General Liability	\$2,000,000 each occurrence
Automotive Liability (Auto) Combined Bodily Injury and Property Damage	\$ 1,000,000 each accident or loss All Vehicles covered; hired car and non-owned autos

If requested by the Town, IES shall include the Town as an additional insured on any liability insurance policies.

ARTICLE 12 – CHANGES

TOWN may request changes in the services within the general scope of the Agreement in the Work and Services (as described in the SCOPE OF SERVICES) to be performed. All changes to this Agreement must be in writing and signed by the Parties. If any such changes cause an increase in IES's costs and/or increase the time required for, or the nature of, performance of the Agreement, IES shall so notify TOWN within thirty (30) days of receipt of the change order notification, an equitable adjustment shall be made in IES's Compensation and the Agreement shall be modified by a Change Order signed by IES and TOWN.

ARTICLE 13 – TERMINATION

- 13.1 Termination For Default. Either party (the "Termination Party") may terminate this Agreement if the other party (the "Breaching Party") fails to fulfill its obligation under the Agreement through no fault of the Termination Party, provided that the following procedure is strictly adhered to.

Town of Buchanan
CONTRACT OPERATIONS & MAINTENANCE AGREEMENT

- 13.1.1 The Terminating Party must give the Breaching Party written notice setting forth in detail the alleged deficiencies and a reasonable opportunity to cure, but not to exceed 30 days, in accordance with provisions of this Article.
- 13.1.2 If the deficiencies are not cured within the time specified, the Terminating Party shall advise the Breaching Party of the default by sending written notice (a Notice of Imminent Default) which shall set forth a description of the deficiencies constituting breach of the Agreement. In the event of a default and in addition to the right of termination, the non-breaching party shall have all other remedies available under law.
- 13.1.5 The Town shall be able to terminate this Agreement without cause upon giving written notice to IES, of the intention to terminate, of at least sixty (60) days.

ARTICLE 14 – INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, IES shall be considered an independent contractor to TOWN and in no event shall the employees of IES be considered or solicited to be employees of TOWN.

ARTICLE 15 – RECORDS

IES shall maintain records of the operation and maintenance of the Facilities in accordance with the Services described herein for a period of 5 years from completion of services. Such records shall be made available for TOWN's inspection at all reasonable times during normal daylight office hours and upon twenty-four hours advance notice to IES. These records shall be maintained at the Inboden offices at 5790 Main Street, Mt. Jackson, Virginia 22842.

ARTICLE 16 – DELAYS

IES shall not be liable for delays in or failure to perform its services caused directly or indirectly by the following Force Majeure events: (i) acts of God, (ii) fire, flood, unusually severe weather, (iii) war, sabotage, terrorism, (iv) pandemic, (v) or other similar circumstances beyond IES's reasonable control. TOWN recognizes that delays relating to the processing of permit applications, the approval of permits, and the review and approval of plans by regulatory agencies are beyond the control of IES. In the event any delay or interruption of services caused by circumstances beyond IES's reasonable control impacts on the cost or time to perform the Work, the Contract Price and Project Schedule shall be equitably adjusted.

All disputes between the Parties arising under this Article shall be resolved in accordance with Article 17, Disputes.

ARTICLE 17 – DISPUTES

In the event of a dispute between TOWN and IES arising out of this Contract Agreement, the dispute shall be resolved by submission to Arbitration as described below.

- 17.1 All claims, counterclaims, disputes and other matters in question between the parties which arise from this Agreement shall be resolved through Arbitration to be conducted in accordance with the rules of the American Arbitration Association. Shall the parties not be able to agree upon a single Arbitrator within 21 days of a demand for such, they each shall identify an Arbitrator, and the two designated Arbitrators shall in turn choose a third. The decision of the majority of the Arbitrators so chosen shall control. The parties' costs in this proceeding shall be the subject of award by the Arbitrators, who shall retain the discretion to apportion them as they deem appropriate. This

Town of Buchanan

CONTRACT OPERATIONS & MAINTENANCE AGREEMENT

agreement to arbitrate, and any other agreement to consent to arbitrate entered into in accordance herewith as provided in this paragraph, will be specifically enforceable under the prevailing law of any court having jurisdiction over the parties. The requirement of arbitration shall not prevent any party from obtaining equitable relief to protect its interests prior to the resolution of the dispute by arbitration.

- 17.2 Notice of demand for Arbitration must be filed in writing with the other parties to this Agreement. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for Arbitration be made after institution of legal or equitable proceedings based on such claim. Dispute or other matter in question would be barred by the applicable statute of limitations.
- 17.2.1 No Arbitration arising out of, or relating to, this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement without the written consent of the parties.
- 17.2.2 By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in Articles 17.2.2 and 17.2.3 may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent. No consent to Arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent or which is with any party not specifically described herein.
- 17.2.3 The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

ARTICLE 18 – INDEMNIFICATION

IES shall indemnify the TOWN for any negligent acts or omissions by IES and its personnel occurring during the performance of the Services under this Agreement.
Intentionally Omitted.

ARTICLE 19 – NON-DISCRIMINATION IN EMPLOYMENT

IES agrees and hereby certifies that in providing the services hereunder, it shall not discriminate against any employee or applicant because of race, color, religion, age, sex or national origin. To the extent applicable, IES shall abide by provisions of all applicable governmental laws and regulation pertaining to non-discrimination, including, but not limited to, Executive Orders 11246 and 11141 (Equal Employment Opportunity); 41 CFR 60-741.4 (Employment of the Handicapped); 41 CFR 60-250.4 (Employment of Disabled Veterans and Veterans of the Vietnam era); regulation regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns; regulations regarding utilization of Labor Surplus Area concerns; and regulations regarding Women-owned Business Concerns.

ARTICLE 20 – SOCIAL SECURITY AND WAGE TAX LIABILITY

To the extent applicable, with respect to all persons at any time employed by, or on the payroll of IES in performing any services directly or indirectly under this Contract, IES accepts full and exclusive liability for payment of all contributions or taxes for unemployment insurance and old age retirement and other benefits, pension or annuities, and wage or income taxes for unemployment insurance and old age retirement and other benefits, pensions or annuities, and wage or income taxes, now or hereafter imposed by the United States, and any state or political subdivision thereof, however the same measured.

Town of Buchanan
CONTRACT OPERATIONS & MAINTENANCE AGREEMENT

ARTICLE 21 – FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT

To the extent applicable, IES warrants, in connection the services provided hereunder, its compliance with all applicable requirements of the Fair Labor Standards Act and/or the Service Contract Act, as amended, and of regulations and orders of the United States Department of Labor issued thereunder.

ARTICLE 22 – SEVERABILITY

Any provision or part thereof this Contract held to be void or unenforceable under any law or by any arbitration panel shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties may reform or replace such stricken provision or part thereof with a valid and enforceable provision which expresses the intent of the stricken provision.

ARTICLE 23 – ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter hereto and there are no verbal understandings, statements, or stipulations bearing upon the meaning or effect of this Agreement. This Agreement may only be modified or amended, by written instrument executed by both parties, except as may be otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Town of Buchanan
("TOWN")

Inboden Environmental Services, Inc.
("IES")

BY: _____

BY: _____

NAME: _____ Susan McCulloch _____

NAME: Mark E. Inboden

TITLE: _____ Town Manager _____

TITLE: General Manager

DATE: _____

DATE: _____

Town of Buchanan
CONTRACT OPERATIONS & MAINTENANCE AGREEMENT

EXHIBIT A

SCOPE OF SERVICES

Inboden Environmental Services, Inc. (IES) agrees to perform operation and preventative maintenance of the water and wastewater treatment facility hereinafter referred to as the "Facilities." These services include operations in accordance with the Operation Permits. The operation frequency is described in EXHIBIT C 1.a:

1. IES will staff the Facilities with appropriate personnel experienced in treatment facility process control procedures. IES shall furnish the level of manpower needed to provide proper treatment and process control. IES will provide all wages and salaries for IES assigned personnel.
2. IES will provide the proper licensed operators to meet the permit requirements for both the water and wastewater facilities and meet with inspectors or auditors to answer questions about reporting and the Facilities
3. IES will pay expenses as required for the normal operation of the Facilities which include:
 - 1) personnel costs for all IES staff
 - 2) vehicle suitable for transporting equipment and IES operators
4. IES will provide back-up and professional support in the area of process control, maintenance management, labor relations, and start-up procedures that it deems necessary for the management and operation of the Facilities covered by the Agreement.
5. IES will provide all sampling and on-site laboratory testing. The TOWN will order and has contracted for the testing and supplies with another third party vendor. IES personnel, using approved procedures, will perform sampling for the water and wastewater treatment facilities. On-site sampling and testing includes pH, MLSS, and Settable Solids.

Off-site laboratory samples include TSS, BOD₅, and E. coli. The TOWN will utilize the services of another third party to analyze off-site laboratory samples. Only if requested by the TOWN, the Off-site laboratory samples will be collected and delivered to IES's Laboratory for analysis.. Any variations from this arrangement will be done by and authorized by the TOWN. Nothing will be done without the TOWN'S prior approval..
6. IES will prepare, sign, submit and maintain all monitoring and operating reports and send by email a copy to the TOWN as well as keep it in the TOWN'S filing system which shall remain the property of the TOWN.
7. IES will provide the necessary records for the operation of the Facilities and deliver them to the TOWN to keep onsite in the TOWN'S records.
8. IES agrees to properly secure the Facilities within the limit of existing security devices as provided by TOWN. IES is not responsible for TOWN employees and its agents in securing the facilities.
9. IES agrees to answer questions and to advise TOWN of ongoing operations of the facilities.
10. IES agrees to assist TOWN with enforcement of any equipment warranties and guarantees at the Facilities and maintain all warranties on the new equipment.
11. IES shall advise TOWN of capital improvements that are needed. They may include major rehabilitation or overhaul of equipment, replacement of equipment or improvements required for

Town of Buchanan
CONTRACT OPERATIONS & MAINTENANCE AGREEMENT

the operations of the Facilities in accordance with permit requirements or sludge disposal requirements.

12. IES will submit to TOWN on an annual basis recommendation for capital improvements, if any, to be provided by TOWN to provide continued treatment within permit standard.

Town of Buchanan
CONTRACT OPERATIONS & MAINTENANCE AGREEMENT

EXHIBIT B

TOWN RESPONSIBILITIES

1. TOWN shall maintain all easements, license and equipment warranties for the mutual benefit of both parties.
2. TOWN shall purchase and insure that standard insurance policies are maintained including extended coverage to the full insurable value of the Facilities.

IES shall have no liability to TOWN with respect to bodily injury, loss, damage and destruction to the Facilities covered by such policies or in excess of such policies, nor shall IES be liable to TOWN or its insurance carrier for subrogation right for payments made through the policy or any damage. The provisions of this paragraph do not apply where the loss, damage, and destruction were caused by negligent acts of omissions of IES, its employees, subcontractors or agents.
3. TOWN shall be responsible for the grounds keeping of all utility property that is to be managed.
4. TOWN shall provide all utilities including water, electrical, etc.
5. TOWN shall provide all chemicals and other supplies needed to effectively operate and control the treatment processes.
6. TOWN shall bear all costs for off-site testing through its chosen contractor or vendor. . Wastewater testing includes, but is not limited to, Off-site laboratory parameters; including TSS, BODs, Nitrogen and other special testing as needed.
7. TOWN shall provide all existing safety equipment, such as SCBA, safety harness, safety tripod etc. and existing tools and equipment.
8. TOWN shall provide transportation and approved disposal site for screenings, grit and sludge disposal at no cost to IES.
9. Should Facilities' hydraulic, organic, microbial presence and/or inorganic loading exceed treatment plant design parameters and treatment capabilities or should the influent or raw water to the treatment plant contain contaminants which violate Ordinances or Regulations, IES shall in no way be responsible for associated effluent or finished water characteristics or damages associated therewith. IES shall advise TOWN of the abnormal situation and recommend an action plan. IES agrees to return facilities effluent to permitted limits with 30 days after influent returns to the acceptable limits.

Town of Buchanan
CONTRACT OPERATIONS & MAINTENANCE AGREEMENT

EXHIBIT C

COMPENSATION

1. DAILY OPERATING FEE

- a) TOWN shall pay IES an operating and utility management fee of **\$14,777.88 per month for 8-hours/day operations, 7-days per week** as defined in this Agreement, with adjustments and additions as contained herein, based on a starting date of August 1, 2021.
- b) This fee shall be payable and due within 30 days of receipt of invoice. IES will invoice each month for the previous month operations, commencing on the date on which IES assume responsibility for operation of the Facilities, and continuing until the contract expires with adjustments as contained herein. For any portion of a full operation month, the fee shall be pro-rated appropriately.

2. ADJUSTMENTS AND ADDITIONS TO MONTHLY OPERATING FEE

- a) Maintenance - replacement, repair, upgrade, new installation, inspections, leak repairs are outside the scope of normal operation. Maintenance outside the scope of preventative and routine maintenance (normal operation) shall be invoiced separately and based on time and materials needed for the job. An invoice will be provided, detailing all work performed and shall be payable by TOWN within 30 days of receipt.
- b) Optional IES-provided Laboratory testing as set forth in Exhibit A,5; B,6. This is Optional and only with prior direction and written approval from the TOWN

BOD (wastewater)	\$ 33.00
TSS (wastewater)	\$ 17.00
E. coli (wastewater)	\$ 52.00
Bacteriological (water)	\$ 48.00

- c) The TOWN is purchasing its own testing materials, and IES will provide ample notice for items and supplies to be ordered. Any chemicals, materials, and supplies IES purchases for this contract will have a cost plus 20% mark-up; chemicals, materials, and supplies will be billed on a monthly basis. An invoice will detail all expenses IES incurred during the previous month and shall be payable by TOWN within 30 days of receipt.
- d) General Labor by IES will be billed at a rate of \$60.00 hr/person during normal business hours.
(8:00 AM-4:00 PM; Monday-Friday)
- e) Or \$90.00 hr/person during hours outside "normal business hours". Specialized outside labor or repair work will be charged and invoiced at their hourly rate.
- f) Consulting Labor will be billed at a rate of \$100.00 hr/person during normal business hours. (8:00 AM-4:00 PM; Monday-Friday)
- g) Engineering Labor will be billed at a rate of \$185.00 hr/person during normal business hours. (8:00 AM-4:00 PM; Monday-Friday)



Southview

Susan McCulloch

From: Susan McCulloch
Sent: Thursday, September 30, 2021 1:55 PM
To: Susan McCulloch
Subject: Southview pix









Notes: 1. All trees to be removed are shown with a cross in the circle.
2. All trees to be preserved are shown with a dot in the circle.
3. All trees to be preserved are shown with a dot in the circle.

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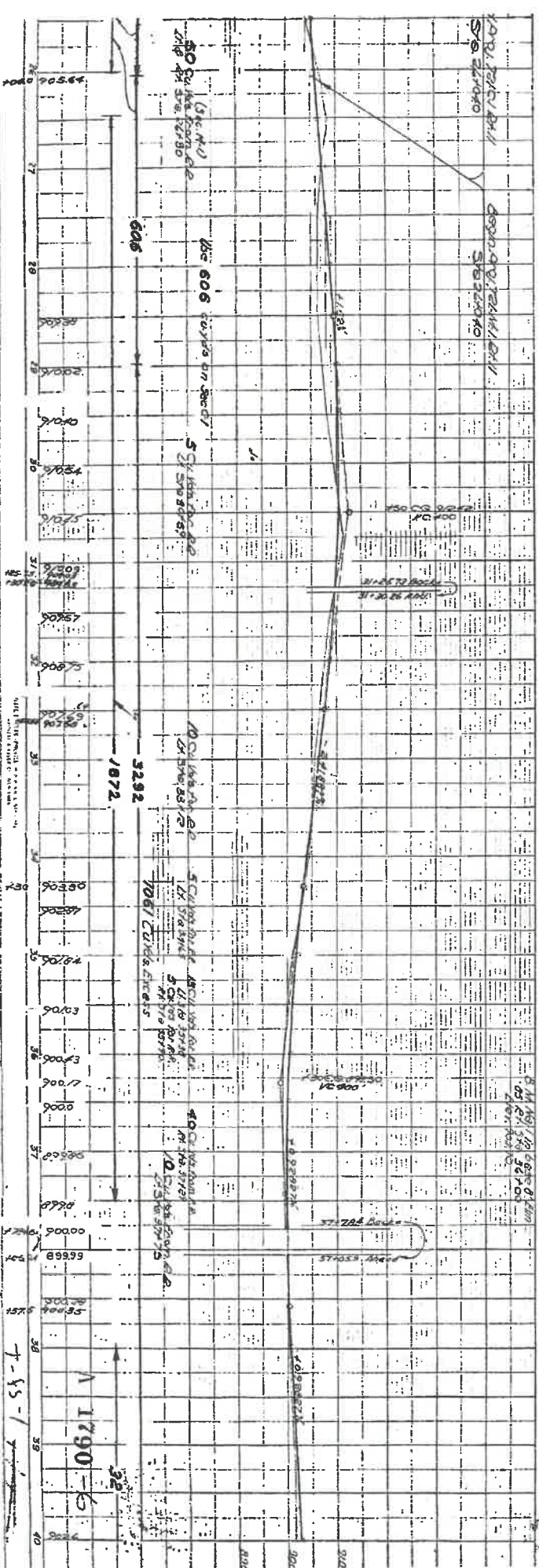
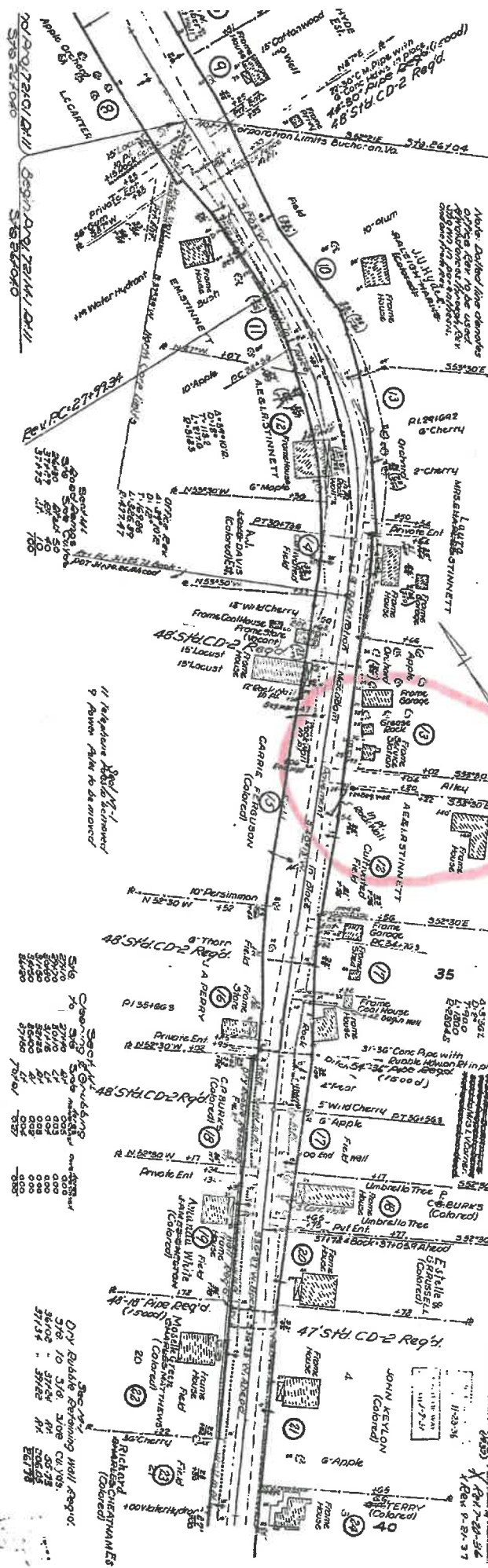
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3. All trees to be preserved are shown with a dot in the circle.



Susan McCulloch

From: Jason Tyree <jtyree@buchanan-va.gov>
Sent: Friday, February 26, 2021 2:07 PM
To: Puvak, Jon
Subject: FW: Update on Southview Street

Use Caution: This email originated from an external sender.

Sorry, I meant to copy you on this email.

Thanks,

Jason



Jason L. Tyree | Town Manager
Town of Buchanan, Virginia
PO Box 205
19753 Main Street
Buchanan, VA 24066
Office: 540-254-1212 ext. 3
Cell: 540-817-0956
Email: jtyree@buchanan-va.gov

Important Note: The information contained in this e-mail message, including any attachments, is CONFIDENTIAL and is intended only for the individual or entity named in this communication.

From: Jason Tyree
Sent: Friday, February 26, 2021 2:07 PM
To: Craig Bryant <cbryant@buchanan-va.gov>; Jamie Manspile <jmanspile@buchanan-va.gov>; Christopher Witt <cwitt@buchanan-va.gov>; Marty Rickman <mricksman@buchanan-va.gov>; Chris Petty <cpetty@buchanan-va.gov>
Subject: Update on Southview Street

All,

I wanted to close the loop on this and I'll give an update at tonight's meeting, as I know most of you are working and won't see this email until later!

Southview Street has been added to Botetourt County & VDOT's Secondary Street Six Year Plan. This "Plan" is contingent on state and federal funding and could be limited based on certain issues (for example, COVID, natural disasters, or etc.). This plan is essentially a grant that Botetourt County receives through the Department of Transportation for rural areas and those funds are turned over to VDOT to maintain secondary streets.

However, being on the list means that it will get maintained by VDOT at some point in the future (typically within 6 years). It does not necessary mean it will be up to VDOT standards (i.e. paved). VDOT maintains

several secondary gravel roads in Botetourt County and more than likely this will street will remain gravel for some time.

In order to have Southview paved to meet VDOT standards, rights-of-way would need to be purchased from most (if not all) of the landowners on Southview. From the middle of the road it would need to be at least another 8 feet on either side of the road (according to current VDOT standards) and would require a 100 foot cul-de-sac (turn around) at the end of Southview. It would be up to the Town to do this work if the Town wants it paved. If the Town paves it without meeting the guidelines (or whatever the guidelines are at the time) VDOT would not maintain the road and take it off their list so the town would have to maintain in the future.

With COVID the last year having an effect on this the estimated time of completion for the secondary six year plan was pushed from 2025 to 2027. Therefore, VDOT should start maintain this road (at the latest) by 2027 (barring any unforeseen funding issues).

I hope this provides clarification and let me know if you have any questions.

Thanks,

Jason



Jason L. Tyree | Town Manager
Town of Buchanan, Virginia
PO Box 205
19753 Main Street
Buchanan, VA 24066
Office: 540-254-1212 ext. 3
Cell: 540-817-0956
Email: jtyree@buchanan-va.gov

Important Note: The information contained in this e-mail message, including any attachments, is CONFIDENTIAL and is intended only for the individual or entity named in the communication.

MEMORANDUM

TO: Town Council, Town of Buchanan

FROM: Jon Puvak, Gentry Locke
Ben Law, Gentry Locke

DATE: November 8, 2019

RE: Town and State Maintenance of Southview Street

Background

Southview Street ("Southview") is a private road located in the Town of Buchanan (the "Town"), which is used by approximately seven (7) households. The road is not constructed to the Virginia Department of Transportation ("VDOT") secondary road design and construction standards. Residents of the Town who use Southview have petitioned Town Council to provide improvements and ongoing maintenance. To assist the Town Council in its consideration of this request, we have engaged and received a limited title report and have conferred with local representatives of VDOT regarding adoption of Southview into the VDOT secondary state highway system.

Title Report

Dee King of Land Records Research, LLC, performed limited title research on the status of Southview and provided a research memo, dated July 26, 2018, primarily for the purpose of determining whether Southview is a public road. Despite use of Southview as a mailing address, and various descriptions attributed to Southview, such as "Street" or "Avenue," Ms. King's research did not reveal any record establishing a public right of way or any evidence to suggest that Southview is, or ever has been, a public road. Additionally, Ms. King did not find any evidence of an appurtenant easement or maintenance agreement related to Southview.

VDOT Maintenance

We contacted VDOT in October 2019 to discuss state maintenance of Southview. On November 5, 2019, we spoke with Ray Varney (Resident Engineer) and Ashley Smith of VDOT regarding the process to request Southview be adopted into the VDOT secondary state highway system. According to Mr. Varney and Ms. Smith, there are two ways in which Southview can be adopted into the VDOT secondary state highway system: (1) the "Rural Addition" process; and (2) the "Subdivision" process.

To be eligible for the Rural Addition process, the subject street must be included in an existing subdivision plat that was in place no later than November 15, 1959, and depending on the date of the subdivision plat, must meet additional requirements, including road width, certain easements, ownership restrictions, and the identification of certain county funds to assist in the

cost of improving the street to minimum rural standards. Additionally, a request through the Rural Addition Process must be made by the county. Based on our understanding there is not an existing subdivision plat that would qualify Southview for adoption to the VDOT secondary state highway system; however, regardless of its eligibility, Mr. Varney and Ms. Smith have informed and confirmed for us that no funding is currently available, nor is funding expected to be available, for Rural Addition projects.

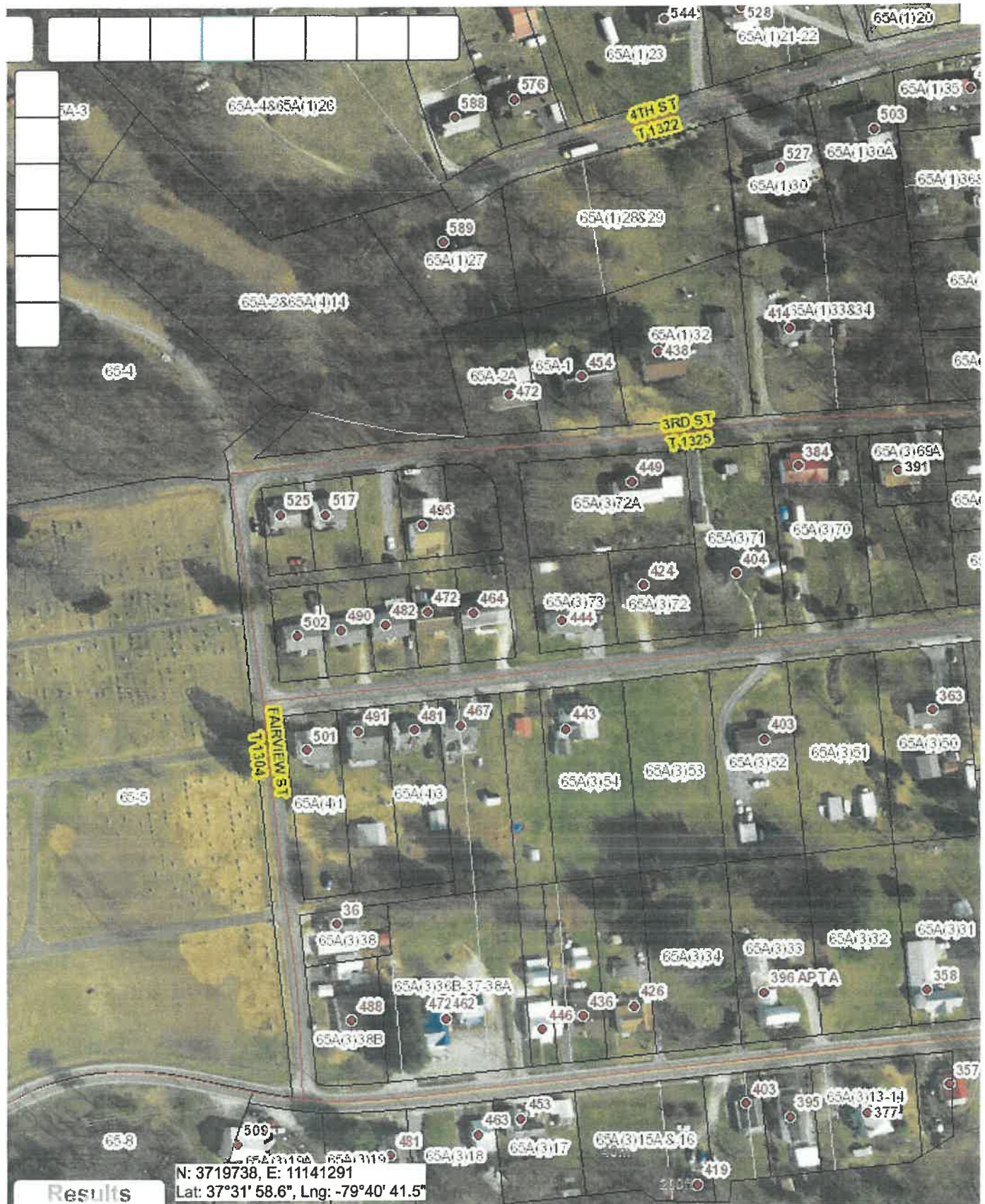
The Subdivision process is available upon request by the county to VDOT, but generally requires the following: (i) identification of county funds necessary to improve the street to meet required minimum standards; (ii) establishment of a subdivision plat; (iii) dedication of a public right-of-way to the county; and (iv) dedication of public right-of-way to VDOT. Although this process may provide the Town an option to provide for the maintenance and adoption of Southview into the VDOT system, the upfront identification of necessary county funds and the provision of necessary public right-of-way access may be significant impediments to qualification under the Subdivision process.

Although the Rural Addition process and the Subdivision process appear to be the only methods applicable here, Mr. Varney has informed us that he will keep us apprised of any additional options under which Southview may be adopted into the VDOT secondary state highway system.

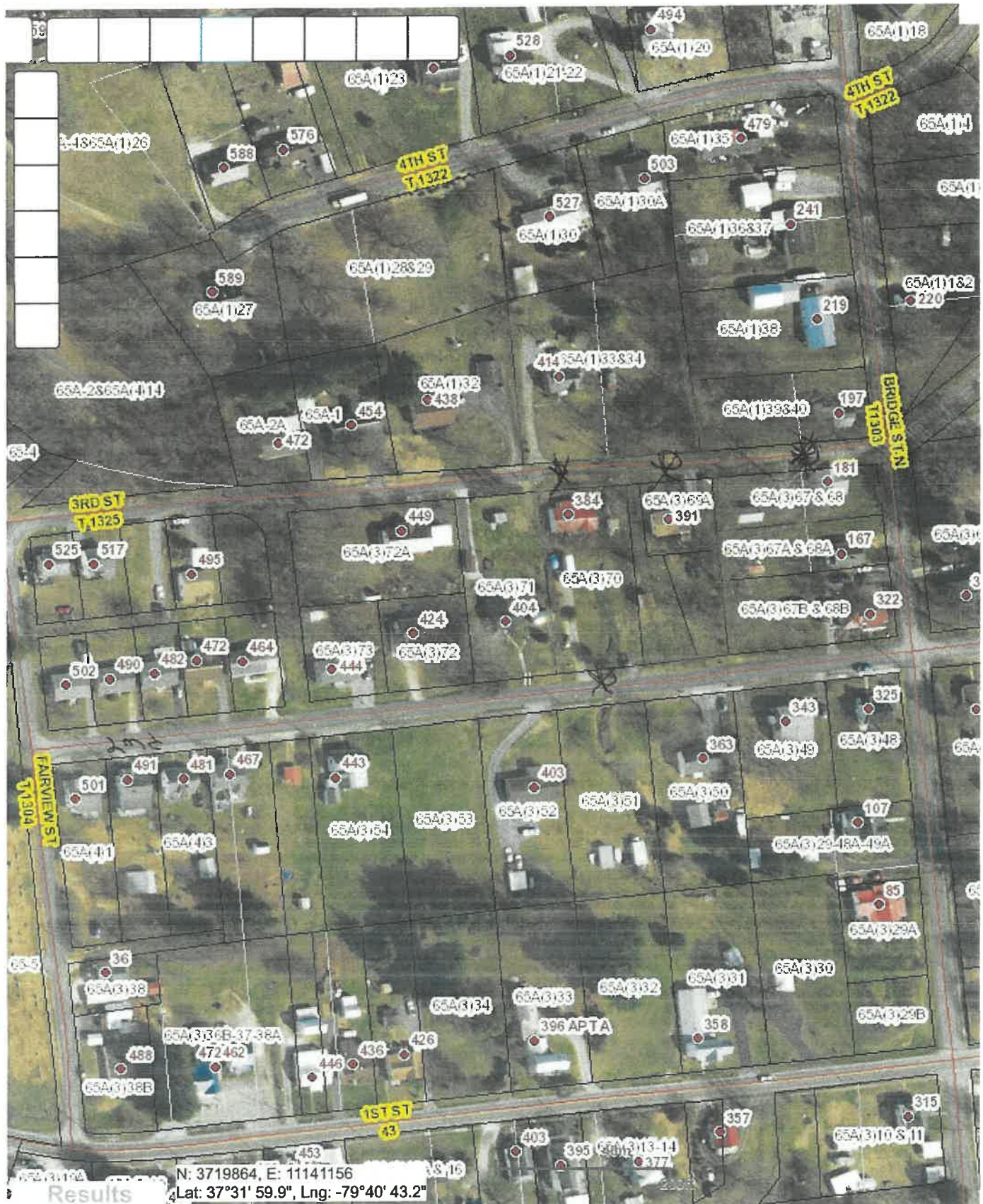
Conclusion

As a private road, the Town is under no obligation to provide for the improvement or maintenance of Southview. If the Town decides to pursue Southview's adoption into the VDOT secondary state highway system, the Town, in coordination with Botetourt County, will mostly likely be required to follow the Subdivision process.





3rd St (1)



3rd Street (2)

From
Melio Dargen

Attention
James H. Henshaw

Booth St Mary
181 Bridge St.
Buchanan, Va. 25606
540-597-8861
Wiley Krises & Robert Krises
191 Bridge St.
Buchanan, Va. 25606
540-570-2642
↑
197 Bold St.

Boatwre

We the people on
3rd St. the portion
closed in 1976 went it
reopened, we came to open
it back, we left on this
street and moved the ocean
to it for, mail delivery
and for the emergency
vehicles to enter. We
live in the middle of this
portion and are part loaded
to ocean on either side
of road.

May Smith

384 Second

Buchanan, Va. 24066

540-397-0673

Al. Mald W. Baysen Sr.

391 3rd St.

in

Buchanan, Va. 24066

540-525-6515

Ang Valley

414 3rd St.

Buchanan, Va.

540-570-3952