



Minutes of Council Meeting  
Buchanan, VA

June 12, 2023

Present: Vice Mayor Chris Witt  
Councilmember Manspile  
Councilmember Marlon Rickman  
Councilmember James Eubank

There were 10 citizens and 3 employees attending.

Vice Mayor Witt brought the June 12, 2023 regular Town Council meeting to order at 7:00 pm. Vice Mayor Witt asked Town Clerk Claudine Stump to take roll call. With four Council members present, a quorum was established. A moment of silence was held and the Pledge of Allegiance was recited.

Councilmember Manspile made a motion to amend the agenda to include 5 items: the Carson Hill generator, 3 paving bids, and sidewalk repair with a second from Councilmember Eubank. Vice Mayor Witt asked for further discussion. With no further discussion the agenda was amended with a vote of 4 - 0. Vice Mayor Witt stated these would be added to the end of new business.

The first item on the agenda was approval of the consent agenda which consisted of the financial report for May 2023, the approval of paid bills, and approval of the minutes from the April 19, 2023 Work Session, May 8, 2023 Regular Council Meeting, and May 11, 2023 Work Sessions. Councilmember Manspile made a motion to approve with a second from Councilmember Rickman. Vice Mayor Witt asked for further discussion. With no further discussion, the consent agenda was approved with a vote of 4 – 0.

Next on the agenda was awards, recognitions, and presentations. Vice Mayor Witt recognized Carol Boblett for the banners and banner program. Vice Mayor Witt recognized the James River High School Girls Varsity softball team for finishing second in the state.

Next on the agenda was citizen comments and petitions regarding agenda items. Carol Boblett had signed up to ask if Town had gotten a response from Dominion Energy about putting the banners on the poles. Vice Mayor Witt stated that there has not been a response. Mr. Boblett stated that the poles on Lowe St. Councilmember Manspile stated the poles on the bridge belong to the Town.

Next on the Agenda was New Business/Action Items/ Public Hearings.

- The first action item was the Public Hearing for the 2023-2024 budget. Councilmember Manspile made a motion to open the Public Hearing with a second from Councilmember Eubank. Vice Mayor Witt stated there was a motion and a second. The motion passed with a vote of 4 - 0. Vice Mayor Witt asked if anyone wanted to speak. No one wanted to speak. Councilmember Manspile made a motion to close the Public Hearing with a second from Councilmember Rickman. Vice Mayor Witt stated there was a motion and a second. The motion was passed with a vote of 4 - 0. Vice Mayor Witt stated we were back in the Council meeting.
- The next action item was consideration of Resolution R23-0612-13: A Resolution Approving and Appropriating the Town of Buchanan Annual Budget and Setting the Tax Rates and Garbage Collection Fee for Fiscal Year 2023/2024. Councilmember Manspile made a motion to accept the Resolution with a second from Councilmember Rickman. Vice Mayor Witt asked for further discussion. With no further discussion, the Resolution was passed with a vote of 4 - 0.
- The next action item was consideration of 2 Real Estate Investment Program Grants. Vice Mayor Witt stated that this program was started with ARPA funds during COVID. Town Manager Hayfield stated that Rock Top Properties total investment in their property is \$15,795.00. This grant is a matching grant for a maximum of \$5000.00. The second grant is for the Best Place Antiques Store that is having structural work done with a total cost of \$3,200.00 with a grant reimbursement of \$1,600.00. Town Manager Hayfield stated the committee that reviews the grants has recommended approval of both grants. Vice Mayor Witt made a motion to approve the grants with a second from Councilmember Manspile. With no further discussion, the grants were approved with a vote of 4 - 0.
- The next action item was to schedule a work session between Council and Botetourt County Fire/EMS services. Councilmember Manspile suggested July 27, 2023. Vice Mayor Witt stated that gives Council enough time so that if there is a conflict with Mayor Harris it can be changed.
- The next action item was the monthly reports. Town Manager Hayfield stated that the green space beside the Factory Flats project is now being designated as a park. The developers are asking Town for input as to the type of park. Vice Mayor Witt stated that the reports would be put on hold so that the new business Councilmember Manspile added at the beginning of the meeting could be addressed.
- Councilmember Manspile stated Council had approved a stand-by generator for Well One. In order to ensure Town has water in the event of a power outage, there needs to be a stand-by generator installed at Carson Hill. Fidelity Power Systems was awarded the contract for the generator at Well One. The proposal for the generator at Carson Hill is \$77,460.00. Councilmember Manspile made a motion to approve the purchase with a second from James Eubank. Vice Mayor Witt asked for further discussion. With no further discussion, the purchase was approved with a vote of 4 - 0.
- The next action item added to the agenda was paving the lots at the fire house. Councilmember Manspile stated he had contacted 3 paving contractors. Only one came and quoted the project. James R. Carter quoted \$58,950.00. That includes the front 2 ramps, the alleyway between the fire station and post office, and the back lot. That includes milling and

removal of debris. Councilmember Rickman made a motion to approve with a second from Councilmember Manspile. The project was approved with a vote of 4 - 0.

- The next added action item was the paving of Town owned alleys. The first alley is at MECS from Main Street to Lowe Street and holds a 3-inch water line. The quote from James R Carter Paving is \$17,500.00. Vice Mayor Witt stated he would like to see more budget information and what ARPA funds are available before approving more projects. Councilmember Manspile stated as of last month there was \$474,000.00. Vice Mayor Witt stated that there is a major sewage project coming up as well. He would like to push the quotes to the next Council meeting. Town Treasurer Griffin gave Council an updated ARPA accounting. Councilmember Manspile made a motion to approve the first alley paving project with a second from Councilmember Rickman. The project approval carried with a vote of 3 - 0 with Vice Mayor Witt abstaining because he wanted to wait till the next Council meeting.
- The next added action item was the paving project for Southview. Councilmember Manspile stated that he would not be voting on this because he lives there. The quote from James R Carter Paving is 37,500.00. Councilmember Eubank asked for clarification on why Town uses this roadway. Councilmember Manspile stated that the sewer pump station is on Southview. The Town has water lines in the ditch line. This is to protect the Town's infrastructure. Councilmember Rickman made a motion to approve with a second from Councilmember Eubank. Vice Mayor Witt stated he doesn't like spending all these funds at one time, but this has been discussed for years. With no further discussion, the project was approved with a vote of 3 - 0 with Councilmember Manspile abstaining.
- The last added action item was the sidewalk repair on the north side of the alley beside the Buchanan Baptist Church. SC Rossi quoted \$11,800.00 to fix the sidewalk. Councilmember Manspile stated the only contractor that came and quoted the project was SC Rossi. Councilmember Rickman with a second from Councilmember Manspile. The project was approved with a vote of 4 - 0.
- The next added action item was the maintenance for Town Hall. This will clean and paint the entire hallway and ceiling, clean and paint the exterior of the building, and fix the rotting column base for \$12,300.00. Councilmember Manspile made a motion with a second from Councilmember Eubank. The project was approved with a vote of 4 - 0.
- The next action item was to return to the reports. Town Manager Hayfield stated there have been several issues with sewer this month. The pumps on Water Street pump station are supposed to be completed this week. Vice Mayor Witt asked how hiring new public works employees was going. Town Manager Hayfield stated he had interviewed 3 potential employees and been turned down by all. Councilmember Manspile stated that Town needs to change their pay scale to reflect changes in pay scales in the area.

Next on the agenda was Citizen Comments and Petitions Regarding Non-Agenda Items. Gary Manspile of 20578 Main Street had signed up to speak. Mr. Manspile asked for an update on what Council was doing about the rundown houses and vehicles around the Town. Vice Mayor Witt stated that Council is waiting to get a lot of the zoning ordinances and codes updated. Mr. Manspile stated that was not needed for the vehicles. Vice Mayor Witt stated that since Town does not currently have staff to ride around and see issues, Town relies on citizens to make complaints. Vice Mayor Witt stated that he had seen where some areas are taxing blighted properties at higher rates than the livable properties. He would like to start a conversation in a work session about other options besides citing these owners.

Councilmember Manspile stated that there is a lack of communication between Botetourt County and the Town about blight properties. Vice Mayor Witt stated Council needs to have a work session with a representative of the Botetourt County building inspectors to find out what can be done.

Last on the agenda was additional comments. Councilmember Rickman stated that a camera needs to be placed near the gazebo on Town Park. It was vandalized twice in the last month. Councilmember Manspile stated that if anyone hears anything, say something. Mr. Mike Burton suggested putting a reward for information out. Vice Mayor Witt stated that there had been a fund created years ago for rewards for information on vandalism. Town Treasurer stated there is a line item for that in the budget. Councilmember Manspile stated that he wanted to recognize Town Treasurer Griffen for putting together the most professionally put together budget Council has seen since he has been on Council.

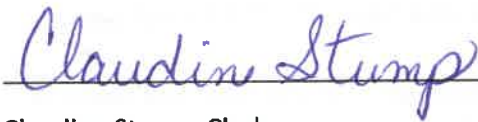
Next on the Agenda was upcoming meetings and events. Vice Mayor Witt listed all the upcoming meetings and events.

Pat Jasper asked if there was any way to have a deputy in Town when traffic is being redirected through Town from Interstate 81? The traffic on Sunday was terrible. Vice Mayor Witt stated that Council would try to reach out to the Sheriff's Office.

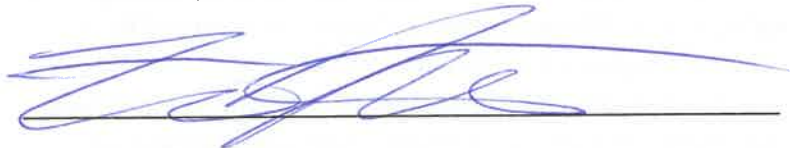
Last on the agenda was adjournment. Councilmember Manspile made a motion to adjourn with a second from Councilmember Rickman. With no further discussion, the motion carried with a vote of 4 – 0.

Adjournment was at 8:09 pm.

Respectfully submitted,

A handwritten signature in blue ink that reads "Claudine Stump". The signature is written in a cursive style and is positioned above a horizontal line.

Claudine Stump, Clerk

A handwritten signature in blue ink that appears to read "Tristan Harris". The signature is written in a cursive style and is positioned above a horizontal line.

Tristan Harris, Mayor



At a regular meeting of the Town Council of the Town of Buchanan held at the Buchanan Town Hall on the 12<sup>th</sup> day of June 2023 beginning at 7:00 p.m.:

**MEMBERS:**

Tristan Harris, Mayor  
Chris Witt, Vice-Mayor  
James Manspile  
Marty Rickman  
James Eubank

**VOTE:**

ABSENT  
YES  
YES  
YES  
YES

On motion of Councilmember Manspile, which carried by a vote of 4 - 0, the following was adopted:

**A Resolution**

**Approving and Appropriating the Town of Buchanan Annual Budget and Setting the Tax Rates and Garbage Collection Fee for Fiscal Year 2023/2024**

**Whereas**, pursuant to Virginia Code Section 15.2-2506, the Town of Buchanan has prepared an annual budget for the fiscal year beginning July 1, 2023 and ending June 30, 2024; and

**Now Be It Therefore Resolved**, that the Town Council of Buchanan does hereby approve the annual budget for fiscal year 2023/2024; and

**Be It Further Resolved**, the Town Council does hereby set the Real Property Tax rate at \$0.19/\$100 of assessed valuation, the Personal Property Tax at \$0.32/\$100 of assessed valuation, and the Garbage Collection fees from \$16.50/ month residential service and \$22.50/month commercial service in FY 22/23 to \$17.00/ month residential service and \$23.00/ month commercial service in FY23/24; and the sewer rate at \$38.25 per month for FY23/24; and

**Be It Further Resolved**, that the Town Council does hereby appropriate all funds of the approved budget for Fiscal Year 2023/2024, as follows:

General Fund

Revenue: \$1,269,175      Expenditures: \$1,269,175

Water Fund

Revenue: \$365,700      Expenditures: \$365,700

Sewer Fund

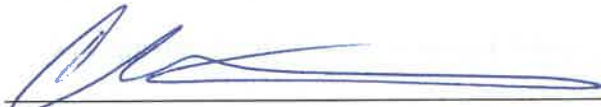
Revenue: \$207,578      Expenditures: \$207,578

AYES: 4

NAYS: 0

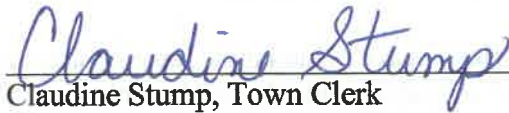
ABSENT: 1

APPROVED:

A handwritten signature in blue ink, appearing to read "Chris Witt", written over a horizontal line.

Chris Witt, Vice Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Claudine Stump", written over a horizontal line.

Claudine Stump, Town Clerk

QUOTATION #:

### SCOPE OF WORK INVESTMENT\*

**TOTAL PROPOSED PRICE = \$ 59,182.48**

\* Taxes not included in pricing above. If your organization has tax exempt status, please provide tax exempt paperwork.

### PRICING POLICY

- Pricing valid for thirty (10) days unless extended by Fidelity Power Systems.
- If bond required, add 2% to total price.
- A service charge of 1.5% per month will be applied to all balances over thirty (30) days unless customer and Fidelity Power Systems mutually agree otherwise.

### PAYMENT TERMS & SCHEDULE

- Net 30 days, Fidelity Power Systems retains title to said property and accessories until paid in full.
- Payment Schedule:
  - 50% Due within 30 days of order
  - 40% Due when generator ships from factory
  - 10% Due on day of startup and commissioning

#### Town of Buchanan

Signature \_\_\_\_\_

Title \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

#### FIDELITY POWER SYSTEMS

Signature \_\_\_\_\_

Title Sales Manager

Print Name Alex Lori

Date \_\_\_\_\_

### PLEASE SIGN AND RETURN TO:

**By Email:** reverhart@fidelity-ps.com

**By Mail:** Fidelity Power Systems  
3595 Mayland Court  
Henrico Va 23233  
**ATTN:** Rob Everhart

**By Fax:** (804) 749-8622

FIDELITY POWER SYSTEMS WILL SIGN AND RETURN A FULLY EXECUTED HARD COPY TO YOU FOR YOUR RECORDS.



## EXECUTIVE SUMMARY

This proposal is being provided to install a new Kohler generator, model 30REOZK and a new Kohler automatic transfer switch to power Pump Station #1. We are utilizing Sourcewell on this project, our Sourcewell Contract # is 120617-KOH. This number will need to appear on any purchase order issued for this project.

## PROPOSED SCOPE OF WORK

- We will remove the existing temporary generator connection from the building and turn it over to the Town for reuse.
- A new 100 amp, 3 pole, Nema 3R fusible safety switch will be mounted on the exterior of the building to serve as the new Service Entrance. A service feeder conduit and cable will be routed from the meter base to this new switch.
- A new Kohler model KSS-ACTC-0104S Automatic Transfer Switch will be mounted on the exterior wall. Conduit and cable will be routed from the safety switch to the new ATS, and then from the new ATS to electrical panel in the building.
- A new concrete pad will be installed on the site to be leveled by the Town of Buchanan for the new generator location. Conduit will be routed from this pad to the new ATS. All trenching and excavation for the pad are to be performed by the Town of Buchanan.
- The generator will be delivered and set on the pad.
- Start wires and a new circuit for the generator battery charger will be pulled to the generator from the ATS and electrical panel in the building.
- Power wiring will be pulled between the generator circuit breaker and ATS.
- Grounding will be installed per the NEC.
- The customer (Town of Buchanan) will fill the diesel fuel tank with #2 off road diesel fuel.
- The generator shall be started and tested by a technician from Fidelity Power Systems.

Note the following items are not covered in our proposal:

- Correcting existing code violations
- Overtime, off hours and weekend labor
- Utility Fees
- Temporary Power
- Fuel for the generator set



## CLARIFICATIONS

- Proposal is valid for 10 days
- All work to be done during normal business hours, unless noted otherwise
- Proposal based on current/standard equipment lead times. Lead times are subject to change
- The equipment and services listed in this proposal constitute the only items being offered and are our interpretation of the scope/specification and application requirements as agreed upon by the Customer
- Removal of property – If the proposal includes the removal of property/equipment by Fidelity Power Systems, then Buyer acknowledges that it intends to abandon its rights to the property/equipment and that by agreeing to the proposal or subsequently entering into a separate contract for the work set forth in the proposal, Buyer does not claim or retain any interest in the property/equipment.

## EXCLUSIONS

- Engineered drawings and/or permits, including air permits
- Deficiency reports or pre-demo readings
- Energy meters
- Generator fuel (fuel to be provided by customer and not included as part of this proposal)
- Wall cutting, patching, and painting, including building penetrations
- Testing and removal of hazardous materials
- Wage scale, bond, liquidated damages or OCIP participation
- Building commissioning assistance
- Landscaping
- Mechanical work, unless noted otherwise
- Delay or costs due to COVID-19 and/or unit/site access
- Quick ship fees and/or dedicated truck (shipping)
- Fire and life safety controls/interlocks, including key switches and indicator lights
- Leveling and rework associated with existing equipment pads
- Service, commissioning, and/or repair of existing/remaining equipment, exhaust systems, louvers, switches, and tanks.
- Building louvers as required for indoor unit installations, unless noted otherwise
- Generator system load verification, unless noted otherwise
- Demolition of existing system equipment, unless noted otherwise
- Minority participation
- Building structural verification and/or work, including GPR or X-Ray
- Temporary back-up power (i.e. rentals), unless noted otherwise



## TERMS & CONDITIONS

### Throughout this Agreement:

**Town of Buchanan** shall be known as the **OWNER/BUYER**.

**Fidelity Power Systems®** shall be known as the **SELLER/CONTRACTOR**.

Notwithstanding any provision in the bid documents to the contrary, if as a result of the COVID-19 epidemic, Fidelity Power Systems work is delayed, disrupted, suspended, or otherwise impacted, or if, subsequent to the date of the Proposal, any COVID-19 guidelines and/or regulations are enacted by the Centers for Disease Control, U.S. Department of Labor, U.S. Department of Health and Human Services, and/or any comparable state or local agencies having jurisdiction over Fidelity Power Systems home office and/or the location of the Project, then Fidelity Power Systems shall be entitled to an equitable adjustment to the Project schedule and to the contract price. This provision is an essential term of this Proposal and shall be incorporated by reference into the contract.

All acts in fulfillment of this order which are done outside of the State of Maryland are intended and shall be construed as interstate commerce and not as business done by Seller as a foreign corporation in any other state; no claims or rights to the contrary shall be asserted.

Seller will extend standard Manufacturers warranties on equipment furnished under this contract but no other service or guarantee is given unless otherwise stated in this form. The contractor guarantees all workmanship, equipment and material for the period specified on the first page of this contract, from the date the system is started up for the beneficial use of the Owner, or upon completion of the Contractors work defined herein, whichever occurs first.

This contract, its price and performance are all subject to delays or inability to perform caused by or resulting from labor scarcity, strikes, either on the work done this contract or any other work affecting the same directly or indirectly, lockouts, accidents, fire, floods, breakdowns, war, riot, rebellion, lack of material, delays of transportation, acts of Government, including but not restricted to priorities and allocations, regulations, or any other Government agency, judicial authority, acts of God, or any other cause beyond the Sellers ability to obtain materials with priorities, allotments, or certificates, as furnished by the Buyer.

Deliveries may be withheld at any time if Seller believes that Buyers credit has become impaired or if payments are not promptly made as provided herein, but Buyer remains liable for all shipments previously made and for damages suffered by the Seller. In the event Buyer requires Seller to delay shipment or erection of the equipment under this order, payment for the equipment shall not be withheld on such account and Buyer agrees to pay to the Seller any increased cost of loss caused by said delay. In the event the Buyer breaches this contract in any manner, the Seller shall be under no obligation to make further shipments and may elect to forfeit the deposit and any other payments on account as liquidated damages, or the Seller may pursue any legal or equitable remedy as provided by law. In the event the Buyer shall return the said property without the consent in writing of the Seller, the latter may store the same to the order and at the expense of the Buyer. In case of default in the terms of payment, as stated herein, the Buyer agrees to pay the full amount of indebtedness due, plus charges and fees stated on the first page of this contract.



## TERMS & CONDITIONS (CONTD.)

It is understood that the Seller will be provided with all the usual construction services such as light, power, water, toilet facilities, storage space, trash removal from common trash site, and any other space requirements including free and unobstructed access necessary in conjunction with this Proposal without cost to Seller.

The title and ownership of goods called for and furnished hereunder shall remain with Seller until full and final payment therefore shall have been made by the Buyer. In case of default, Seller may repossess the goods covered hereunder, wherever found, and shall not be liable in any action of law, on the part of Buyer, for such reclamation of its property, nor for the return of any money or monies which may have been paid by the Buyer in part payment therefore. The Buyer shall provide and maintain adequate insurance for the equipment herein specified against loss or damage by fire or other causes during the time between delivery and final payment, in an amount fully protecting the Seller, and loss or damage by fire or other causes within such period shall not relieve the Buyer from his obligation under this contract.

Any changes which increase the cost of erection to the Seller such as, but not limited to, architectural changes, interference with other trades, relocation of equipment, duct work, grilles, registers, piping, insulation, etc. shall be considered extra work not included in the price quoted in this Proposal. The additional cost of this work will be billed to the Buyer.

**Back Charges:** No claim for services rendered or materials or equipment furnished by the Buyer to the Seller or purportedly on behalf of the Seller shall be made unless authorized in writing by the Seller unless the Seller shall have unreasonably refused to give such authorization.

Liability of Seller arising out of the design, manufacture, sale, erection or performance of the equipment hereunder, or its use whether on the warranties or otherwise, except as herein provided, shall not in any case exceed the cost of correcting defects in the equipment or workmanship. No claim for consequential damages shall be made by the Buyer. In no event shall the Seller be liable for liquidation or other damages suffered by the Buyer unless agreed to herein. Seller shall not be liable for any defective material repaired or replaced without Seller's written consent.

Orders submitted on Buyer's own purchase form, which forms may contain statements, clauses, or conditions modifying, adding to, repugnant to, or inconsistent with the terms and provisions herein contained, are accepted by the Seller only upon condition and with the express understanding that notwithstanding any such statements, clauses, or conditions, contained in any order forms of Buyer, the liabilities of Seller shall be determined solely by its own terms and conditions of sale, and in accepting and consummating any such order Seller shall not be deemed in any way to have changed, enlarged, or modified its liability or obligations as fixed by the terms and conditions of sale stated by Seller herein.

Payment to the Seller of amounts due under this contract shall not be contingent upon, nor shall it be delayed by, prior payment of any insurance claim to a third party by the Buyer or representative thereof.

PAVING  
Contractors



# JAMES R. CARTER PAVING INC.

2164 Bore Auger Road  
Blue Ridge, Virginia 24064  
Phone (540) 890-1077

T \_\_\_\_\_

DATE 6-12-23

NAME Buckhannon Fire Dept.

ADDRESS OF JOB 19670 Main St. Buckhannon VA.

PHONE NUMBER Att. James Manspike

Description of Job and Materials as Follows:

#1 - Front lot  
57x40  
40x41

#2 - Side lot  
251x14

#3 - Back lot  
121x55  
23x15

#1 - Mill Out 2" Asphalt, Remove debris

#2 - Tack w tar, tie in joints

#3 - Apply 2" Asphalt, Compact Above

Estimate \$ 58,950.00

## PLEASE READ TERMS

- Terms:
1. Materials and workmanship guaranteed for one (1) year.
  2. Contractor is not responsible for any damage on underground objects such as rock, water, pipe lines, etc.
  3. **PAYMENT IN FULL REQUIRED UPON COMPLETION.**
  4. All terms contingent upon strikes, accidents, weather, or any delay beyond control of Contractor.
  5. Paving will be completed not to exceed \_\_\_\_\_ days depending on #4.
  6. **WE ARE NOT RESPONSIBLE FOR GRASS, WEEDS AND SO FORTH GROWING BACK IN PAVEMENT.**
  7. This company is fully insured.
  8. Owner must locate electric wires, telephone wire, TV cable wires, and water lines, etc. for Paving Contractor.
  9. Paving Contractor will not be responsible for any damage done to pavement due to turning of wheels from a non-moving vehicle.
  10. Not responsible for damage done by Act of God.
  11. Class A State Reg. Contractor.

ACCEPTANCE BY SIGNATURE:

JAMES R. CARTER PAVING INC.

CUSTOMER

by James Carter

— PRICE GOOD FOR THIRTY (30) DAYS ONLY —

PAVING  
Contractors



# JAMES R. CARTER PAVING INC.

2164 Bore Auger Road  
Blue Ridge, Virginia 24064  
Phone (540) 890-1077

T \_\_\_\_\_

DATE 4-6-23

NAME John & Buchanan

ADDRESS OF JOB Att. James Manspilo

PHONE NUMBER (540) 397-6147

Description of Job and Materials as Follows:

Alleyway @ Pawn shop  
356x10  
#1 - Clean Alleyway, Mill Tie In joints  
#2 - Apply 2 1/2" Asphalt, Compact Above

Estimate \$ 17,500.00

## PLEASE READ TERMS

- Terms:
1. Materials and workmanship guaranteed for one (1) year.
  2. Contractor is not responsible for any damage on underground objects such as rock, water, pipe lines, etc.
  3. **PAYMENT IN FULL REQUIRED UPON COMPLETION.**
  4. All terms contingent upon strikes, accidents, weather, or any delay beyond control of Contractor.
  5. Paving will be completed not to exceed \_\_\_\_\_ days depending on #4.
  6. **WE ARE NOT RESPONSIBLE FOR GRASS, WEEDS AND SO FORTH GROWING BACK IN PAVEMENT.**
  7. This company is fully insured.
  8. Owner must locate electric wires, telephone wire, TV cable wires, and water lines, etc. for Paving Contractor.
  9. Paving Contractor will not be responsible for any damage done to pavement due to turning of wheels from a non-moving vehicle.
  10. Not responsible for damage done by Act of God.
  11. Class A State Reg. Contractor.

ACCEPTANCE BY SIGNATURE:

JAMES R. CARTER PAVING INC.

CUSTOMER

by James Carter

— PRICE GOOD FOR THIRTY (30) DAYS ONLY —

# JAMES R. CARTER PAVING INC.

2164 Bore Auger Road  
Blue Ridge, Virginia 24064  
Phone (540) 890-1077

T

DATE 4-6-23

NAME

Town of Buchanan

ADDRESS OF JOB

Att. James Manspik

PHONE NUMBER

(540) 397-0147

Description of Job and Materials as Follows:

South View Dr.

- 456x12 #1 - Grade Road, Cut ditch for water drainage  
30x5 Compact Sub base  
20x5 #2 - Apply 4-6" 21B Stone, Compact Above  
#3 - Apply 3" Asphalt, Compact Above

88 Install 40ft 15" Culvert plastic

Estimate \$ 39,500.00

PLEASE READ TERMS

- Terms:
1. Materials and workmanship guaranteed for one (1) year.
  2. Contractor is not responsible for any damage on underground objects such as rock, water, pipe lines, etc.
  3. PAYMENT IN FULL REQUIRED UPON COMPLETION.
  4. All terms contingent upon strikes, accidents, weather, or any delay beyond control of Contractor.
  5. Paving will be completed not to exceed \_\_\_\_\_ days depending on #4.
  6. WE ARE NOT RESPONSIBLE FOR GRASS, WEEDS AND SO FORTH GROWING BACK IN PAVEMENT.
  7. This company is fully insured.
  8. Owner must locate electric wires, telephone wire, TV cable wires, and water lines, etc. for Paving Contractor.
  9. Paving Contractor will not be responsible for any damage done to pavement due to turning of wheels from a non-moving vehicle.
  10. Not responsible for damage done by Act of God.
  11. Class A State Reg. Contractor.

ACCEPTANCE BY SIGNATURE:

JAMES R. CARTER PAVING INC.

CUSTOMER

by

James Carter

— PRICE GOOD FOR THIRTY (30) DAYS ONLY —

# S. C. Rossi & Co., Inc.

1410 16TH ST., S.E. • ROANOKE, VIRGINIA 24014 • 540-342-0500 • FAX 540-342-6611

## Proposal

Proposal Submitted To: <b>Mr. James Manspile Town Council</b>		Phone: <b>540-397-0147</b>	Date: <b>May 25, 2023</b>
Company Name: <b>Town Of Buchanan</b>		Job Name: <b>Demo and Construct Sidewalks</b>	
Street: <b>19753 Main Street</b>		Job Location: <b>Town of Buchanan</b>	
City, State & Zip Code: <b>Buchanan, Virginia 24066</b>	Engineer: <b>S.Rossi</b>	Date of Plans: <b>none</b>	Job Phone: <b>540-309-6611</b>

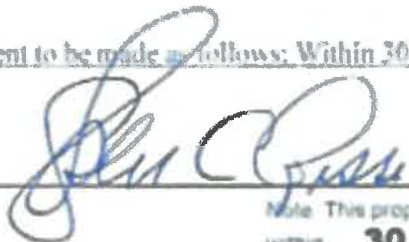
We hereby submit specifications and estimates for: **We will saw cut and demolish the walk and asphalt berm on the North side of the alley next to the Fire Department. We will eliminate the asphalt curb and grade the new walk to drain. We will then pour a new sidewalk from the beginning to the handicap ramp on Main Street. The new walk will have a minimum of 1 % slope to completely drain water and eliminate ponding.**

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Eleven thousand eight hundred and 00/100 dollars **(\$11,800.00)**

Payment to be made as follows: Payment to be made as follows: Within 30 days of completion of the work.

Authorized  
Signature

 **President**

Note: This proposal may be withdrawn by us if not accepted within **30** days.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance

Signature



## TERMS AND CONDITIONS

PAYMENT IN FULL FOR ALL WORK PERFORMED HEREUNDER DURING ANY MONTH SHALL BE MADE NOT LATER THAN THE TEN (10) DAY OF THE MONTH NEXT FOLLOWING. FINAL AND COMPLETE PAYMENT FOR ALL WORK PERFORMED HEREUNDER SHALL BE MADE NOT LATER THAN FIFTEEN (15) DAYS AFTER THE COMPLETION OF SUCH WORK. INTEREST AT THE HIGHEST LEGAL RATE ALLOWABLE UNDER THE LAWS OF THE JURISDICTION IN WHICH THE CONTRACT IS EXECUTED OR TWO PERCENT (2%) PER MONTH, WHICHEVER IS LESS, SHALL BE CHARGED AND PAID ON ALL UNPAID BALANCES FROM THE DUE DATE TO THE DATE WE RECEIVE PAYMENT. IT IS ALSO ACKNOWLEDGED THAT ALL EXPENSES INCURRED IN COLLECTING AMOUNTS OWED TO C. ROSS & COMPANY, INC., INCLUDING ATTORNEY'S FEES OF TWENTY FIVE (25) PERCENT WILL BE PAID TO US. IT IS AGREED THAT VENUE IN ANY LEGAL ACTION SHALL BE IN ROANOKE, VIRGINIA.

WE SHALL NOT BECOME OBLIGATED TO PERFORM THE WORK CALLED FOR UNDER THIS CONTRACT UNTIL YOUR CREDIT HAS BEEN CHECKED AND APPROVED BY OUR CREDIT DEPARTMENT. IF CREDIT CONDITIONS BECOME UNSATISFACTORY AT ANY TIME PRIOR TO OUR COMPLETION OF THE WORK HEREUNDER, WE SHALL BE FURNISHED ADEQUATE SECURITY UPON OUR REQUEST.

ANY DEVIATIONS FROM THE SPECIFICATIONS OR MODIFICATION OF THE TERMS OF THIS CONTRACT AND ANY EXTRA OR INCIDENTAL WORK, OR REDUCTIONS IN WORK, SHALL BE SET FORTH IN WRITING AND SIGNED BY BOTH PARTIES PRIOR TO THE MAKING OF SUCH CHANGE. ANY INCREASE OR DECREASE IN THE CONTRACT PRICE RESULTING FROM SUCH CHANGE SHALL BE INCLUDED IN SUCH WRITING.

WE WILL PROVIDE AND PAY FOR WORKMEN'S COMPENSATION INSURANCE COVERING OUR EMPLOYEES AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE PROTECTING OURSELVES. WE WILL ALSO ASSUME RESPONSIBILITY FOR THE COLLECTION AND PAYMENT OF SOCIAL SECURITY AND STATE UNEMPLOYMENT TAXES APPLICABLE TO OUR EMPLOYEES.

WE SHALL BE PROVIDED WITH SUITABLE ACCESS TO THE WORK AREA IF OUR WORK IS DEPENDENT UPON OR MUST BE UNDERTAKEN IN CONJUNCTION WITH THE WORK OF OTHERS. SUCH WORK SHALL BE SO PERFORMED AND COMPLETED AS TO PERMIT US TO PERFORM OUR WORK HEREUNDER IN A NORMAL UNINTERRUPTED SINGLE-SHIFT OPERATION.

UNLESS A TIME FOR THE PERFORMANCE OF OUR WORK IS SPECIFIED, WE SHALL UNDERTAKE IT IN THE COURSE OF OUR NORMAL OPERATING SCHEDULE. WE SHALL NOT BE LIABLE FOR ANY FAILURE TO UNDERTAKE OR COMPLETE THE WORK FOR CAUSES BEYOND OUR CONTROL INCLUDING BUT NOT LIMITED TO FIRE, FLOOD OR OTHER CASUALTY, LABOR DISPUTES OR OTHER DISAGREEMENTS, AND ACCIDENT OR OTHER MISHAPS, WHETHER AFFECTING THIS WORK OR OTHER OPERATIONS IN WHICH WE ARE INVOLVED, DIRECTLY OR INDIRECTLY.

IF FOR CAUSES BEYOND OUR CONTROL OUR WORK IS NOT COMPLETED WITHIN TWELVE (12) MONTHS AFTER THE DATE OF YOUR ACCEPTANCE OF THIS PROPOSAL, WE MAY CANCEL THIS AGREEMENT AT ANY TIME THEREAFTER ON TEN (10) DAYS NOTICE. IN SUCH EVENT WE SHALL BE RELIEVED OF ANY FURTHER OBLIGATION WITH RESPECT TO THE BALANCE OF THE WORK, AND WE SHALL BE ENTITLED TO RECEIVE FINAL AND COMPLETE PAYMENT FOR ALL WORK PERFORMED BY US TO THE DATE OF CANCELLATION WITHIN FIFTEEN (15) DAYS THEREAFTER.

WE SHALL NOT BE RESPONSIBLE FOR AND YOU AGREE TO HOLD US HARMLESS FROM ANY LIABILITY RESULTING FROM DAMAGES TO UTILITIES OR OTHER FACILITIES OR OBJECTS BURIED BENEATH OR TO SIDEWALKS, DRIVEWAYS OR OTHER IMPROVEMENTS LOCATED WITHIN OUR WORK AREA OR DESIGNATED AREAS OF ACCESS. IT IS FURTHER UNDERSTOOD THAT WE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO OR DETERIORATION OF ANY OF OUR WORK, WHETHER COMPLETED OR IN PROCESS, RESULTING FROM ANY CAUSE OR CAUSES BEYOND OUR CONTROL INCLUDING BUT NOT LIMITED TO FAILURE OF SUBGRADE OR FAILURE OR INADEQUACY OF ANY LABOR OR MATERIALS NOT FURNISHED AND INSTALLED BY US, WHETHER OR NOT SUCH FAILURE OR INADEQUACY WAS OR COULD HAVE BEEN KNOWN AT THE TIME OUR WORK WAS UNDERTAKEN.

THE OWNER WILL HOLD HARMLESS AND DISPOSE OF ANY MATERIALS THE ENVIRONMENTAL PROTECTION AGENCY CONSIDERS "HAZARDOUS". THE OWNER WARRANTS THE PROPERTY TO BE FREE FROM ANY SAID "HAZARDOUS MATERIALS".

STANDARD ROCK CLAUSE: ROCK INFORMATION THAT IS SO HAND IT NEEDS TO BE RENDERED BY DYNAMITE, TIGER TEETH, HO RAMS, OR RIPPERS SHALL BE CHARGED AT A STANDARD RATE OF \$500.00 PER CUBIC YARD UNLESS OTHERWISE SPECIFIED OUT IN THIS PROPOSAL.



# S. C. Rossi & Co., Inc.

1410 16TH ST., S.E. - ROANOKE, VIRGINIA 24014 • 540-342-0600 • FAX 540-342-6611

## Proposal

Proposal Submitted To: <b>Mr. James Mansplie Town Council</b>		Phone: <b>540-397-0147</b>	Date: <b>May 25, 2023</b>
Company Name: <b>Town Of Buchanan</b>		Job Name: <b>Demo and Construct Sidewalks</b>	
Street: <b>19753 Main Street</b>		Job Location: <b>Town of Buchanan</b>	
City, State & Zip Code: <b>Buchanan, Virginia 24066</b>	Engineer: <b>SRossi</b>	Date of Plans: <b>none</b>	Job Phone: <b>540-309-6611</b>

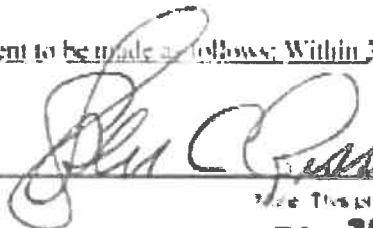
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Authorized  
Signature

 **President**

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Signature

Date of Acceptance \_\_\_\_\_

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City, State & Zip Code	Engineer	Date of Plans	Job Phone
Buchanan, Virginia 24066	S.Rossi	none	540-309-6611

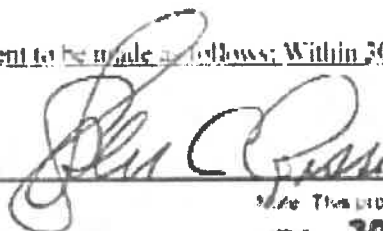
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STANDARD ROCK CLAUSE: ROCK INFORMATION THAT IS SO HAND IT NEEDS TO BE RETURNED BY DYNAMITE, TIGER, TIGHT, NO NAMS, OR RIPPERS SHALL BE CHARGED AT A STANDARD RATE OF \$200.00 PER CUBIC YARD UNLESS OTHERWISE SPECIFIED OUT IN THE PROPOSAL.