## **RUSSELL COUNTY**

### **BOARD OF SUPERVISOR'S MEETING**

**AGENDA – JANUARY 3, 2022** 

**BOS Board Room** 

**Regular Meeting** 

5:00 PM

Russell County Governmental Center Lebanon, Virginia 24266



CALL TO ORDER & ROLL CALL - Clerk of the Board

EXECUTIVE SESSION (CLOSED) – Legal Matters – RC Public Service Authority (PSA) (SCHEDULED ONE HOUR BEFORE REGULAR BOS MEETING -- REGULAR BOS MEETING BEGINS AT 6 P.M.)

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

**APPROVAL OF AGENDA** 

ORGANIZATIONAL MEETING......A-1

- 1. Election of Chairman
- 2. Election of Vice-Chairman
- 3. Clerk of Board and Deputy Clerk
- 4. Adoption of Robert's Rules of Order
- 5. Adoption of County's By-Laws
- 6. 2022 Board of Supervisors Regular Meeting Schedule
- 7. Board of Supervisors FY 22/23 Budget Meeting Schedule

Russell County Page 1

Agenda	<b>Board of Supervisors</b>	January 3, 2022		
ACKNOWLEGMENT		B-1		
1. Dr. Norman Rexr	ode – Russell County Lifetime Achievement	Award		
PRESENTATIONS - (Lin	nited to 5 Minutes)	C-1		
1. RC PSA – Cuba I	Porter & Clarence "Bud" Phillips			
2. Litter Ordinance	– Greg Hancock			
NEW BUSINESS				
	utes. Consider approval of the minutes of the g of the Russell County Board of Supervisors			
a. Unapprove	ed minutes of December 6, 2021			
	enditures. Consider approval of expenditures	•		
	2 Authorized Payments. Authorization of the payments for delegated authorization			
4. Committee Appo	intments for Board Consideration	D-4		
Budget/Finance	<u>Committee</u>			
Rebecca Dye Tim Lovelace	One-Year Term One-Year Term			
Finney Commun	ty Center			
David Compton Edward Tiller	Two-Year Term Two-Year Term			
CITIZEN'S COMMENT F	PERIOD (Limited to 3 Minutes)			
CONSTITUTIONAL OFF	ICER REPORTS AND REQUESTS			
COUNTY ATTORNEY R	EPORTS AND REQUESTS	E-1		
1. Noise Ordinance				
2. RC Employee Insurance Retirement Program				
3. CIFA Executive D	Director Contract			

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### C

COUNTY ADMINISTRATOR REPORTS AND REQUESTS
<u>REPORTS</u>
1. 2022 VACo & Virginia Rural Center Rural Caucus ReceptionF-1
2. State and Local Economic Interests and Financial Disclosure StatementsF-2
3. Project Jonah Interjurisdictional AgreementF-3
REQUESTS
4. RC Litter Officer AdvertisementF-4
5. DCJS Violence Against Women's Act Grant (\$62,009)F-5
6. DCJS 2021 Mitigating COVID-19 Pandemic Risk (\$47,189)F-6
7. RC Sheriff Vehicle SurplusF-7
BOARD DISCUSSIONS & REMINDERS
ADJOURNMENT
COUNTY AGENCY / BOARD REPORTS:
<ul> <li>Treasurer's Report</li></ul>
RC Cannery ReportsP

Russell County Page 3

 RC Building Inspector......Q RC Litter Report......R

# **CLOSED SESSION**

Motion made by	, second by	and duly approved by the
Board of Supervisors enter i	into closed session to disc	cuss Legal Matters pursuant to ng RC Public Service Authority
The vote was: Aye:		
Nay:	TIFICATION OF CLOSED SE	SSION
Pursuant to §2.2-3712 (D) of the Board of Supervisors upon the public business matters lawfu Virginia Freedom of Information	he Code of Virginia 1950, as e Roll Call certifies that to the lly exempted from the open on Act and (ii) only such pu by which the closed meeti	s amended, each member of the e best of their knowledge (i) only meeting requirements under the ublic business matters that were ng was convened were heard
•	nd (ii) above shall so state	at there was a departure from the prior to the vote, indicating the as taken place.
Are there any Supervisors who	o believe a departure has tak	ken place?
	nt only to the motion(s) by	ssed, or considered during the which the closed meeting was
Tim Lovelace -		
Lou Ann Wallace -		
Carl Rhea -		
Steve Breeding -		
David Eaton -		
Rebecca Dye -		
Oris Christian -		
<u>APPROV</u>	AL TO RETURN TO REGULA	R SESSION
Motion made bythe Board of Supervisors to re	, second by turn to regular session.	and duly approved by
The vote was: Aye:		



### **Board of Supervisors** 137 Highland Drive

Action Items Chairperson

Lebanon, VA 24266

Meeting: 1/3/22 6:00 PM

# **Organizational Meeting**

- 1. Election of Chairman
- 2. Election of Vice-Chairman
- 3. Clerk of Board and Deputy Clerk
- 4. Adoption of Robert's Rules of Order
- 5. Adoption of County's By-Laws
- 6. 2022 Board of Supervisors Regular Meeting Schedule
- 7. Board of Supervisors FY 22/23 Budget Meeting Schedule

### Staff Recommendation:

Board Discretion.

### **Suggested Motion:**

Motions Required.

### **ATTACHMENTS:**

2022 Board of Supervisors Regular Meeting Schedule

### **By Laws**

### **Russell County**

Adopted May 5, 2014

### Article I

### Russell County Board of Supervisors, Officers & Their Selection

A. There shall be seven (7) members of the Board of Supervisors, six (6) elected for four-year terms by citizen vote of each of the six (6) Districts of Russell County and one (1) member elected at-large by the entire County for four years.

- B. The Officers of the Board of Supervisors shall consist of a Chairman and Vice Chairman, each of whom shall serve for a term of one (1) calendar year.
- C. Nomination of Officers shall be made from the Board at the first meeting of each calendar year. Election of Officers shall follow immediately.
- D. A standing Budget/Finance Committee shall be appointed by the newly elected Board Chairman. This committee shall consist of two (2) Board members and two (2) staff members.

### Article II

### **Duties of Officers**

- A. The Chairman shall:
- (1) Preside at all meetings;
- (2) Work closely with the County Administrator on day to day matters, approve appropriate financial documents, and approve the agenda for all meetings;
- (3) Carry out such other duties as assigned by the Board.
- B. The Vice-Chairman shall act in the absence or inability of the Chairman to act.
- C. The Budget/Finance Committee shall be responsible for preparation of the annual County budget and for presentation during a regular or special Board meeting before a vote is taken on the Budget each year. Other financial matters shall be considered by this committee before presentation to the full Board.

### **Article III**

### **Agenda Preparation Policy**

A. The County Administrator shall prepare an agenda for each regular meeting of the Board of Supervisors. Supervisors, staff, and others may submit to the County Administrator items for the agenda at any time prior to Noon Wednesday of the week preceding the regular meeting to which such item relates. Emergency items will be added as an amendment to the agenda.

B. Copies of the agenda shall be made available electronically for each Supervisor by close of business on Tuesday prior to the Board meeting and an agenda complete with a packet of materials for the Board members and News Media serving the County and the public not later than close of business on <a href="https://example.com/Thursday">Thursday</a> preceding the meeting to which it relates.

### **Article IV**

### Meetings

A. The time and place of Board Meetings shall be set from time to time by resolution of the Board in conformance with State Law. The regular meeting schedule shall be set at the organizational meeting held in January each year.

B. Minutes from the previous meeting shall be delivered to the Board members with the agenda prior to the next meeting. Unless requested by a Board member, the minutes will not be read and will be approved upon motion and vote of the Board.

### C. Order of Business

### (1) Commencement of Meetings:

At the time established in accordance with Article IV (A) of these By-Laws for the commencement of regular meetings or at the hour specified for continued or special meetings, the Chairman shall call the meeting to order and shall direct the clerk to note the absence of any Board members by roll call. A quorum shall be required for commencement of any meeting.

### (2) Agenda:

An agenda shall be prepared by the County Administrator in accordance with Article III under these By-laws. The proposed agenda shall be adopted by the Board at each meeting. The agenda will include under New Business "Reports from Designated Standing Committees". Should the chairman or any member of the Board have a matter which he or she feels needs to be brought to the attention of the Board but which is not on the agenda, or if there is an amendment to the order of the agenda, he or she may make a motion that an addition or amendment be made to the agenda. Such amended agenda must be approved by a majority of the Board members present.

### D. Presentations:

Matters to be presented to the Board may be arranged by persons prior to the meetings and placed on the Agenda. The County Administrator must be notified by Wednesday of the week prior to the Board meeting. Any materials to be used for the presentation must be provided and included in agenda packet. Additional materials presented at the Board meeting must be approved by the Chairman prior to dissemination. These presentations are strongly encouraged to be limited to five (5) minutes and when four (4) minutes has elapsed, the Chairman may instruct the speaker that one (1) minute is remaining.

### E. Quorum & Method of Voting

A majority of the members of the Board of Supervisors shall constitute a quorum of the Board. All questions submitted to the Board for decision shall be determined by voice vote of a majority of the supervisors voting on any such questions, unless otherwise provided by law. The name of each member voting and how he or she voted must be recorded. Roll Call votes may be requested by any Board member.

### F. Procedure for Roll Call of Board Members

- (1) The Members of the Board of Supervisors shall cast votes in district order on a rotating basis per meeting.
- (2) The Chairman of the Board of Supervisors shall cast the last vote.
- (3) The Chairman/Clerk shall restate all motions before a vote is taken and the result of the

vote shall be announced following each vote.

### G. General Rules of Procedure

The Board's Parliamentary Procedures shall be Robert's Rules of Order, Newly Revised, 11th edition, specifically to include Section 49, Conduct of Business in Boards, pages 486 – 488, in all matters not covered by the Board's bylaws, to the extent compatible with law and the historical practices of the Board. The County Attorney, or his or her designee, shall act as Parliamentarian to the Board. Any questions involving the interpretation or application of Robert's Rules shall be addressed to the County Attorney. The Board may amend, by Resolution, the rules as it deems appropriate. The following rules shall apply:

- (1) Members are not required to obtain the floor before making motions or speaking, which they can do while seated.
- (2) All motions require a second except for nominations for appointments to other boards, authorities or commissions.
- (3) There is no limit to the number of times a member can speak to a question, and motions to close or limit debate generally should not be entertained.
- (4) Informal discussion of a subject is permitted while no motion is pending.
- (5) The Chairman can speak in discussion without leaving the chair, can vote on all questions, but cannot make motions unless by consent of a majority of Board members present.
- (6) No Board member is required to vote on any issue. If any Board member determines, prior to the calling of any issue before the Board, that he, because of conflict or otherwise, will abstain from voting on such issue, he shall announce such intention at the time the issue comes before the Board and shall not participate in the discussion on such issue or question. An abstention shall be counted for the purpose of determining a quorum. An abstention defeats a motion requiring a unanimous vote.
- (7) In the incidence of a tie vote, the issue voted upon by the Board is dead and therefore voted down.
- (8) If a primary or substitute motion is made at a Board meeting where at least six (6) members are present and the motion is voted on and fails, the same or a substantively similar motion cannot be reconsidered by the Board within the following twelve (12) months except by a primary or substitute motion made by a member of the Board who voted on the prevailing side where there are no less than six (6) Board members present, and only if two-thirds (2/3) of the Board members present vote to reconsider the action previously decided.
- (9) Only Board members and the Parliamentarian shall have standing to raise noncompliance with these General Rules of Procedure, and only during the current meeting at the time of violation. Failure of the Board to comply with these General Rules of Procedure shall not invalidate any action taken by the Board.
- H. Member Absenting Himself from Meeting Prior to Adjournment After the name of any member of the Board has been recorded as present at any meeting of the Board, he shall not absent himself from the remainder of the meeting prior to adjournment unless by consent of the Board.

### I. Board to Sit with Open Doors

The Board of Supervisors shall sit with open doors and all persons conducting themselves in an orderly manner may attend the meetings; however, the Board may hold closed sessions as permitted by law and when deemed necessary by a majority vote of the Board.

A consent agenda shall be introduced by a motion "to approve" by any Board member, and shall be considered by the Board as a single item. There shall be no debate or discussion by any member of the Board regarding any item on the consent agenda. The Clerk or his/her designee shall provide a brief written summary or memo on each item included in the consent agenda. Upon request of any Board member who wishes to question or discuss an item, that item shall be removed from the Consent Agenda. This item shall be transferred onto the agenda for consideration.

### J. Citizens Comment Period

Rules for Citizen Comment Period

To ensure that the affairs of the Board and its committees may be conducted in an orderly manner, to ensure that all persons desiring to address the Board on matters pertinent to it are afforded an opportunity to do so, to permit persons in attendance to observe and hear the proceedings of the Board without distraction, and to permit to the fullest extent the Board to conduct County business with minimal disruption, the following rules are established.

- (1) Each person desiring to speak during the Citizens' Comment period on the agenda must provide name and address prior to their comments.
- (2) Each speaker is strongly encouraged to limit remarks to a period of three (3) minutes per comment period; when two (2) minutes have passed the speaker may be reminded that there is one (1) minute remaining.
- (3) Speakers may not donate their time to other speakers.
- (4) Speakers will not be permitted to use audiovisual materials or other visual displays, but may present written and photographic materials to the Board members.
- (5) Comments must be confined to matters germane to the business of the Board of Supervisors and shall not be cumulative or repetitive.
- (6) Speakers should address the Board with decorum loud, boisterous, and disruptive behavior, obscenity, and vulgarity should be avoided as well as other words or acts tending to evoke violence or deemed to be a breach of the peace.
- (7) The Citizens' Comment period is not intended to be a question and answer period or time for dialogue with County officials. Questions which are raised during a comment period may at the discretion of the Board be responded to by County officials after sufficient time for appropriate investigation.
- (8) Speakers shall remain at the podium while addressing the Board.
- (9) Speakers shall not be interrupted by audience comments, calls/whistles, laughter, or other gestures. Individuals in the audience who do not abide by this policy after a warning will be asked to leave the meeting.

(10) Expressive activities including, but not limited to, petitioning, picketing, displaying signs and posters, solicitation, demonstrating, pamphlet distribution, and conducting polls shall not be permitted within the Governmental Center Building or in any other building that the Board is meeting.

These rules do not preclude persons from delivering to the Board or its Clerk written materials including reports, statements, exhibits, letters, or signed petitions or to prohibit persons from presenting oral or written comments on any subject germane to the business of the Board to individual Board members or to the Board through its Clerk outside the context of the public meeting.

### K. Agenda Item Procedure

The following guidelines shall be followed for comment addressed to specific agenda items:

(1) In order to prevent obvious questions from consuming Board Meeting time, the Chairman and/or designated person(s) will advise the speaker if a matter is to be considered during some other time during the meeting.

### **Article V**

### Procedure for Dealing with I tems Not on the Agenda

A. All matters not on the agenda must be raised during citizens comment period. Any matter not on the agenda shall not be considered unless approved for consideration by the majority of the Board present in accordance with Article IV, C (2).

B. For any special meeting, the business to be discussed shall be stated in the call for such meeting. The Chairman or Administrator shall prepare a written agenda listing all items to be considered for every special meeting. No other business shall be discussed or acted upon unless approved for consideration by the majority of the Board present in accordance with Article IV, C (2).

### **Article VI**

### **Public Hearings**

A. All public hearings will be advertised in accordance with the Virginia Code. Public hearings may be postponed, continued or canceled at the discretion of the Board.

- B. In addition to those required by law, the Board at its discretion may hold public hearings when it decides that a hearing will be in the public interest.
- C. The case before the Board shall be summarized by the Chairman or designated person(s). If there is expected to be many speakers on the issue, interested parties wishing to speak must sign the register at the rear of the room prior to the start of the hearing. Each person wishing to speak will be called to the podium by the Chairman or designated person(s) in the order such person signed the register and must state his or her name and address for the record. Generally, each citizen should be provided an opportunity to speak. Each speaker shall be limited to three (3) minutes, unless waived by the Board.
- D. Board Members shall limit their comments in public hearings to insure participation by the public without Board interference.

### Article VII

### **Appointment of Committees**

Appointments to committees of the Board may be made by the Chairman. Appointments to other authorities, boards, and commissions, shall be made only by member motion adopted by a majority of the full Board. Prior to consideration of the nomination, the nominee shall be notified to determine his or her willingness to serve and to determine if he or she meets the qualifications for such appointment.

### Article VIII

### **Duties of the County Administrator**

The County Administrator shall:

- A. Prepare the agenda for each meeting for approval in conformance with the agenda preparation procedure outlined in these bylaws.
- B. Keep a written record of all business transacted by the Board.
- C. Administer the financial control procedures of the County.
- D. Advise and inform the Board on all matters affecting County government.
- E. Execute all formal documents authorized by the Board of Supervisors.
- F. Provide and supervise all staff services directly under the control of the Board of Supervisors.
- G. The County Administrator shall be responsible for all personnel management of the County. Department Directors, Coordinators, Supervisors or Managers will be hired and dismissed with the consent of a majority of the Board of Supervisors.
- H. Prepare an annual operating budget for the County government in accordance with guidelines established by the State auditor's office for approval by the Board of Supervisors. He shall be responsible for maintaining adequate financial and accounting records on all County business under his control.
- I. Serve as the Board's representative in all circumstances where the Chairman, Vice Chairman, or a majority of the Board Members are not available.
- J. Perform all other duties delegated by the Board as required by law.

### Article IX

### **Amendments**

A. The Bylaws may be amended by a recorded majority vote of the entire membership of the Board provided that written notice has been given to all members of the Board and a copy of the proposed amendment is sent with the notice, prior to said meeting.

B. The Bylaws may be suspended in whole or in part only upon the unanimous vote of Bomembers present, relating to any matter before it.	oard

# **RUSSELL COUNTY**

### **BOARD OF SUPERVISOR'S MEETING**

# Russell County Governmental Center Lebanon, Virginia 24266



# RUSSELL COUNTY BOARD OF SUPERVISORS REGULAR MEETING SCHEDULE 2022 GOVERNMENTAL CENTER 6:00 P.M.

January 3<sup>rd</sup>, Monday

February 7<sup>th</sup>, Monday

March 7<sup>th</sup>, Monday

April 4<sup>th</sup>, Monday

May 2<sup>nd</sup>, Monday

June 6<sup>th</sup>, Monday

July 11th, Monday

August 1<sup>st</sup>, Monday

September 5<sup>th</sup>, Monday

October 3<sup>rd</sup>, Monday

November 7<sup>th</sup>, Monday

December 5<sup>th</sup>, Monday

Russell County Page 1

# **RUSSELL COUNTY**

## **BOARD OF SUPERVISOR'S BUDGET MEETINGS**

Russell County Governmental Center Lebanon, Virginia 24266



# RUSSELL COUNTY BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 BUDGET MEETING SCHEDULE

Date	Activity
01/27/22	Letter of Budget Requests to Departments, Offices, & Agencies
02/18/22	Dead-line for Departmental Budget Requests
03/11/22	Budget Expenditures Compiled
03/15/22	Revenue Projections Compiled
03/18/22	Budget Committee Workshop
03/25/22	Budget Committee Workshop
04/04/22	Full Board of Supervisors Budget Work Session
04/11/22	Advertise Public Hearing for Budget and Tax Rates
04/18/22	Advertise Public Hearing for Budget and Tax Rates
05/02/22	Hold Public Hearing on FY 2022/2023 Budget and Tax Rates
06/06/22	Approve Budget at Regular June Meeting

Russell County Page 1



# **Board of Supervisors**

137 Highland Drive Lebanon, VA 24266 Information Item
Presenters - Various

Meeting: 1/3/22 6:00 PM

# Acknowledgement

1.	Dr.	Norman	Rexrode –	Russell	County	Lifetime A	Achieve	ement /	<b>Award</b>
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Staff Recommendation:
Presentation – Informational Only.
Suggested Motion:

Board Discretion.

### **ATTACHMENTS:**

Various



Awarded to

# Norman Rexrode, M.D.

In Recognition

of

# Outstanding Emergency Medical Service

And

Commitment to Leadership and Involvement for the Citizens of Russell County

Awarded by

**Russell County Board of Supervisors** 

,CHAIR

### Presentation for Dr. Norman Rexrode

West Virginia University, Medical School – 1978

East Tennessee State University

Residency & Internship Hospital - 1980

Board Certified in Emergency Medicine

- Became a member of Russell County Medical Staff September 10<sup>th</sup>, 1983
- Served in various positions at Russell County including most recently Secretary/ Treasurer of the Medical Executive Committee.
- Served as Chief of Emergency Medicine as well as various leadership positions within the hospital.
- 2010 Mountain States Health Alliance Servant's Heart Recipient
- 2021 Governor's EMS Award for Physician with Outstanding Contribution to EMS Awarded the Frank M. Yeiser Trophy

### loretta.vance@russellcountyva.us

From:

Hilton, Susan M < Susan. Hilton@balladhealth.org>

Sent:

Monday, December 13, 2021 1:32 PM

To:

loretta.vance@russellcountyva.us

Subject:

Dr. Norman Rexrode

Hi Loretta, Here is some recent information we pulled on Dr. Rexrode. I hope this helps! Thank you! Susan

Dr. Rexrode has been a member of the medical staff at Russell County Hospital since September 10, 1983. Board Certified in Emergency Medicine

Served in various positions at RCH including most recently Secretary/Treasurer of the Medical Executive Committee He served as Chief of Emergency Medicine as well as various other leadership positions within the hospital. 2021 Recipient of the Governor's EMS Award for Physician with Outstanding Contribution to EMS (The Frank M. Yeiser Trophy)

2010 Mountain States Health Alliance Servant's Heart Recipient East Tennessee State University, Residency Hospital - 1980 East Tennessee State University, Internship Hospital - 1980 West Virginia University, Medical School - 1978

### Susan M. Hilton

Russell County Hospital 276.883.8190 office

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# **Board of Supervisors**

137 Highland Drive Lebanon, VA 24266 Information Item
Presenters - Various

Meeting: 1/3/22 6:00 PM

# **Presentations**

- 1. Cuba Porter & Clarence "Bud" Phillips
- 2. Litter Ordinance Greg Hancock

### **Staff Recommendation:**

Presentation – Informational Only.

### **Suggested Motion:**

Board Discretion.

### **ATTACHMENTS:**

Various



# RUSSELL COUNTY PUBLIC SERVICE AUTHORITY 137 Highland Drive, Suite E LEBANON, VIRGINIA 24266

276-883-4030

Fax 276-889-2196

e-mail rcpsa@bvu.net

December 21,2021

The Honorable Rebecca Dye, Chairperson Russell County Board of Supervisors Lebanon, VA 24266

RE: Recommendation For The Suspension of Carter McGlothlin, Russell County PSA Board Member

### Dear Chairperson Dye:

The Russell County PSA at its regular monthly meeting of December 21, 2021, pursuant to the Bylaws of the Russell County Public Service Authority (Bylaws), voted to recommend to the Russell County Board of Supervisors that PSA Board Member Carter McGlothlin be suspended from serving as a board member. The basis of the recommendation for the suspension of Mr. McGlothlin is pursuant to Bylaws Section 3.8-(3) and (4). Mr. McGlothlin has been investigated by the Virginia State Police for alleged "...misuse or abuse of Public Service Authority assets.." and "...has been formally charged with a felony...". Mr. McGlothlin has been charged with a Class 5 Felony and a Class 1 Misdemeanor. A copy of the Felony and Misdemeanor charges are attached as Exhibit No. 1.

Therefore, based on the aforementioned criminal allegations, the PSA Board by formal vote recommended that Mr. McGlothlin be suspended pursuant to the PSA Bylaws Section 3.8-(4) and (5).

Respectfully,

**Cuba Porter** 

Chairman of the Russell County Public Service Authority

Cc: Lonzo Lester JR, County Attorney

DATE AND TIME ISSUED

FORM DC-312 (MASTER, PAGE ONE OF TWO) 03/21

COMMONWEALTH OF VIRGINIA Va Code § 19.2-71, -72  [X] General District Court [X] Criminal [ ] Traffic	=
Russell [ ] Juvenile and Domestic Relations District Court	
TO ANY AUTHORIZED OFFICER:  You are hereby commanded in the name of the Commonwealth of Virginia forthwith to arrest and	-
bring the Accused before this Court to answer the charge that the Accused, within this city or county, on or about 05/24/2021 to 06/24/2021 did unlawfully and feloniously in violation of Section	-
18.2-22/18.2-112.1 , Code of Virginia:	
Did conspire, combine or confereate with another while a full-time officer, agent, or employee of a city, town, county or other political subdivision of the Commonwealth, without lawful authorization, use or permit the use of a public asset or assets for private or personal purposes unrelated to duties and office or any other legitimate government interest, the value of the use having exceeded \$1,000 in a 12-month period.	<i>t</i> .
	0
	-
	-
	fi
I. the undersigned, have found probable cause to believe that the Accused committed the offense charged, based on the sworn statements of	A
Rose, M VSP , Complainant.	S
CCRE/Fingerprinting Required  12/08/2021 10:17 AM	0

Sandra Case

[]CLERK [X]MACISTRATE []JUDGE

	e desertation of the
CASE NO. C 21-31005	
ACCUSED:	
McGlothlin, Dewey Certer LAST NAME, FIRST NAME, MIDDLE NAME 3114 US Hwy 19	1/11/00
ADDRESSACCATION	4:007
Lebanon, VA 24266	Hearing Date/Time
COMPLETE DATA BELOW IF KNOWN  RACE SEX BOEN HT. WOT. EYES HAR  MC. DAY YZ FT. D.  W M 05/28/1953 5' 10" 180 BLU GRY  401-80-4179  DL.9 STATE  [ ] Commercial Driver's License  [ ] Commercial Motor Vehicle [ ] Hazardous Materials	
CLASS 5 FELONY	
EXECUTED by arresting the Accused named above on this day:	
12/08/21 10:18 AM DATE AND TIME OF SERVICE	
M . Rose . Arresting Officer	
4084 VSP Russe // BADGENO, AGENCY AND JURISDICTION	
for	
SHERIF	200
Attorney for the Accused:	
Short Offense Description (not a legal definition): PUBLIC ASSETS: UNAUTHORIZED USE, LOCAL EMPLOYER Conspiracy	
Offense Tracking Number:	FELONY
167GM2100003748	
FOR ADMINISTRATIVE USE ONLY Virginia Crime Code: LAR-2705-C4	

# CRIMINAL COMPLAINT Commonwealth of Virginia

·		
	☑ General District Court	CRIMINAL COMPLAINT
Russell County	☐ Juvenile and Domestic Relations District Court	
CITY OR COUNTY		ACCUSED: Name Description, Address/Location
Under penalty of perjury, I, the undersigned Complain	ant swear or affirm that I have reason to believe that	McGlothlin, Dewey Carter
the Accused committed a criminal offense, on or about		LASTNAME, FIRST NAME, MIDDLE NAME
May 24, 2021 - June 24, 2021 in the	City 🛛 County 🗌 Town	3114 US Hwy 19
·		T. 1
of Russell		Lebanon, VA 24266
		·   .
I base my belief on the following facts: (Prin	f ALL information clearly.)	COMPLETE DATA BELOW IF KNOWN  RACE SEX BOON HT. WGT. EYES HADE
On August 27, 2021, this agent interviewed Russell County	Public Service Authority Daniel Chairman Danier Code	MO. DAY YE. FT. DE
Carageor 21, 2021, bus agent mich riewed Russen County	I dolle Service Additionly Board Chambran Dewey Carter	W   M   05   28   53   5   10   185   BL   MX
McGlothlin. McGlothlin acknowledged coordinating, facilit	ating, and participating in an agreement to allow the use of	401-80-4179
equipment belonging to Russell County PSA by C.L. Dale C	Construction a minute construction of the CLUT	
acknowledged that the job on which this equipment was util	ized was not a Russell County PSA job. McGlothlin	
acknowledged that he retrieved this equipment from Russell	County DCA and deligrand is to CT. Data County of	
seamowies gest affet no restevest and equipment from reposen	County FSA and derivered it to C.E. Date Construction.	Complainant is not a law-enforcement officer or Animal control officer. Authorization prior to
The equipment and its usage is valued greater than \$1,000.		Issuance of felony arrest warrant given by
		Commonwealth's attorney
		Law-enforcement agency having  Jurisdiction over alleged offense
The statements above are true and accurate to the best of my	knowledge and belief.	Turisdiction over sireged offense
In making this complaint, I have read and fully un-	derstand the following:	
. By swearing to these facts, I agree to appear in court ar	nd testify if a warrant or summons is issued.	NAME OF PERSON AUTHORIZING ISSUANCE OF WARRANT
• The charge in this warrant cannot be dismissed except	by the court, even at my request.	
Rose, Michael D.	MAOD	
NAME OF COMPLAINANT (LAST, FIRST, MODDLE)	SIGNATURE OF COMPLAINANT	DATE AND TIME ALTHORIZATION GIVEN
(PRINT CLEARLY)	- 4	
Subscribed and swom to before me this day.	Sada Case	
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TITLE PRODUCT TO SECURE ATTES	- COURT - MANUSTRATE CHONGE	

EURES BARRAND FOR

CASE NO. C. G. SENO.  MACHINERAL SENO.  CASE			
TO ANY AUTHORIZED OFFICER You are hereby commanded in the name of the Commonwealth of Virginia forthwith to acrest and bring the Accused before this Court to answer the charge that the Accused, within this city or county, on or about 02/22/2021  ATE  2.2-3115  In accordance with the requirements set both in § 2.3118.2 the members of each individual development authority and encontrol development authority, as created by the industrial development authority and encontrol development authority, as created by the industrial Development and Revenue Bond Act § 15.2-4900 et seq., shall file, as a condition to assuming office, a disclosure statement of their personal interests and other information as its required nor the form prescribed by the Council pursuant to § 2.2-3118 and thereafter shall file such a statement amount on the form prescribed by the Council pursuant to \$2.2-3118 and thereafter shall file such a statement amount on the form prescribed by the Council pursuant to \$2.2-3118 and thereafter shall file such a statement amount on the form prescribed by the Council pursuant to \$2.2-3118 and thereafter shall file such a statement amount on the form prescribed by the Council pursuant to \$2.2-3118 and thereafter shall file such a statement amount on the form prescribed by the Council pursuant to \$2.2-3118 and thereafter shall file such a statement amount on the form prescribed by the Council pursuant to \$2.2-3118 and thereafter shall file such a statement amount on the form prescribed by the Council pursuant to \$2.2-3118 and thereafter shall file such a statement amount of the form prescribed by the council pursuant to \$2.2-3118 and thereafter shall file such a statement amount on the form prescribed by the council pursuant to \$2.2-3118 and thereafter shall file such a statement amount on the form prescribed by the council pursuant to \$2.2-3118 and thereafter shall file such a statement amount of the form prescribed by the council pursuant to \$2.2-3118 and thereafter shall file such a statement amount of the	CE-MONWEALTH OF VIRGINIA Va. Code § 19.2-71, -72  RUSSELL E General District Court E Criminal Traffic	ACCUSED: McGlothlin, Dewey Carter	M
Voo are hereby commanded in the name of the Commonwealth of Virginia forthwidt to acrest and bring the Accused before this Count to answer the charge that the Accused, within this city or county, on or about 02/22/2021	•	3114 US Hwy 19	a00
CCRE/Fingerprinting Required  did unlawfully in violation of Section  DATE  did unlawfully in violation of Section  DATE  did unlawfully in violation of Section  DATE  Add unlawfully in violation of Section  DATE  Code of Virginiza  In accordance with the requirements set forth in § 2.2-31182, the members of the governing body of any authority established in any county or city, or part or combination thereod, and having the power to issue bonds or expend funds in excess of \$1,000 in any issual to \$1,000 in any issual each inclusival development authority and economic development authority, as created by the industrial  Development and Revenue Bond Act § 15.2-4900 et see, shall fic, as a condition to assuming office, a dockouse statement of their personal interests and other information as it required on the form prescribed by the Council pursuant to § 2.2-31182, the members of each industrial life such a statement annually on or before February 1, unless the governing body of the jurisdiction that appoints the members file the form set torth in § 2.2-3117. If, the understigned, have found probable cause to believe that the Accised committed the offices charged, based on the sworm statements of  Rose, M VSP  Execution by summons   permitted at officer's discretion.  In not permitted.    Date   Commercial Driver's License		Lebanon, VA 24266	Hearing Date/Time
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unless the governing body of the jurisdiction that appoints the members requires that the members file the form set forth in § 2.2-3117.  I, the undersigned, have found probable cause to believe that the Accused committed the offense charged, based on the sworn statements of  Rose, M VSP  Execution by summons   permitted at officer's discretion.   not permitted.    Complainant.   Execution by summoning the Accused named above on this day:   Execution by summoning the Accused named above on this day:   For legal entities other than individuals, service pursuant to Va. Code § 19.2-76.   12/08/2021 10:16 AM	Development and Revenue Bond Act § 15.2-4900 et seq, shall file, as a condition to assuming office, a disclosure statement of their personal interests and other information as is required on the form prescribed by	401-80-4179	
CCRE/Fingerprinting Required    EXECUTED by summoning the Accused named above on this day:	unless the governing body of the jurisdiction that appoints the members requires that the members file the form set forth in § 2.2-3117.	☐ Commercial Motor Vehicle ☐ Hazardous Materials	
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BADGE NO. AGENCY AND RESIDECTION  for	DATE AND TIME ISSUED □ CLERK ■ MAGISTRATE □ DUCCE	DATE AND TIME OF SERVICE  M ROSS., ARRESTING OFFICER	
Attorney for the Accused:  Short Offense Description (not a legal definition):  CCRE/Fingerprinting Required  CCRE/Fingerprinting Required  Offense Tracking Number:			
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FOR ADMINISTRATIVE USE ONLY
Virginia Crime Code:

COL-7296-M1

DATE AND TIME

CRIMINAL COMPLAINT Continonwealth of Virginia	RULES 3A.3 AND TO:3	
	eral District Court	CRIMINAL COMPLAINT
Russell County Juve	enile and Domestic Relations District Court	ACCUSED: Name, Description, Address/Location
Under penalty of perjury, I, the undersigned Complainant swear of the Accused committed a criminal offense, on or about	r affirm that I have reason to believe that	McGlothlin, Dewey Carter LAST NAME, FIRST NAME, MIDDLE NAME
February 22, 2021 in the City 🛭	County Town	3114 US Hwy 19
of Russell		Lebanon, VA 24266
I base my belief on the following facts: (Print ALL inf	ormation clearly.)	COMPLETE DATA BELOW IF KNOWN  RACE SEX BOOK NY. WOL EYES BAJE
On August 27, 2021 and October 8, 2021, this agent interviewed Dewe		W M 05 28 53 5 10 186 BL MX
Russell County Public Service Authority Board of Directors. During the employment with C.L. Dale Construction and receiving a \$500 per week		401-80-4179
income on the State and Local Statements of Ecomic Interests required	as a member of the Russell County PSA board.	
		Complainant is not a law-enforcement officer or Animal control officer. Authorization prior to Issuance of felony arrest warrant given by Commonwealth's attorney Law-enforcement agency having
The statements above are true and accurate to the best of my knowledge	and belief.	Jurisdiction over alleged offense
In making this complaint, I have read and fully understand the		
<ul> <li>By swearing to these facts, I agree to appear in court and testify if a</li> <li>The charge in this warrant cannot be dismissed except by the court</li> </ul>	a warrant or summons is issued.  , even at my request.	NAME OF PERSON AUTHORIZING ISSUANCE OF WARRANT
Rose, Michael D.	Milel 2	DATE AND TIME AUTHORIZATION GIVEN
NAME OF COMPLAINANT (LAST, FIRST, MEDDLE) (PRINT CLEARLY)	SIGNATURE OF COMPLAINANT	
Subscribed and swom to before me this day.	Sada lase	
Sandra Cas	e	

CLERK MAGISTRATE TUDGE

# Russell County Litter Control and Disposal Ordinance

### § 17.2-200. Authorization.

This Ordinance is adopted and enacted pursuant to § 15.2-901; Article 2 Waste and Recycling, §§ 15.2-927 et seq and § 33.1-346 of the Code of Virginia, 1950, as amended, for the purpose of promoting the public safety, health, welfare, convenience and enjoyment of the general public, public travel, it is hereby declared to be in the public interest to regulate and restrict the disposal of trash, garbage refuse, litter or other unsightly matter on public highways, right-of-way, property adjacent to such highway or right-of-way, on private property, and solid waste facilities of the County, including but not limited to convenience centers, transfer stations and solitary landfills.

### Sec. 17.2-201. Title.

This chapter shall be know and may be cited as the "Russell County Litter Control and Disposal Ordinance."

### Sec. 17.2-202. Definitions.

For purposes of this ordinance, the following words and phrases shall have the meaning respectively ascribed by this section.

Administrator means the Russell County Administrator or his or her duly authorized designee.

Ashes means the residue resulting from the burning of wood, coal, coke or other combustible material.

Board of Supervisors means the Russell County Board of Supervisors.

*Brush* means bushes, briars, branches, leaves and similar material.

*Brush, pruning and tree trimmings* means trimmings from growing or dead trees or bushes no more than six inches in diameter. Any such trimmings over four inches will not be accepted. These items will only be accepted at the transfer

station, with the applicable tipping fee being paid. This shall not include roots or stumps that exceed four inches in diameter.

*Bulk waste* means appliances, furniture, bedding material, automobile parts, mechanical equipment, mechanical parts, and carpet.

Commercials establishment means a building or other structure and/or lot or tract of land used for or as a part of the operation of a business enterprise, whether for profit or not, which is not used in whole as a residential unit. For the purposes of this ordinance, any structure which is used by the same owner or tenant for both residential and business purposes shall be deemed to be a commercial establishment, provided however, that if the Administrator determines that a mixed use structure generates a volume of solid waste that does not exceed the average amount of waste generated by a residence in Russell County, then such mixed use structure may be deemed to be a residential unit.

Compacted waste means refuse or waste which has been reduced in volume by mechanical or hydraulic means and remains in this state of reduced volume until deposited at the transfer station.

Containers mean any of the following:

- 1. Residential Reusable Curbside Receptacle: a receptacle made of plastic, metal or fiberglass with a capacity not to exceed thirty-nine (39) gallons, a loaded weight of no more than thirty-five (35) pounds, having a tight fitting lid, and handles of adequate strength to allow for the container to be lifted.
- 2. Non-Reusable: Plastic sacks designed for refuse disposal with sufficient wall strength to maintain physical integrity when lifted by the top; securely tied at the top for collection, with a capacity not to exceed thirty (30) gallons and a loaded weight not to exceed thirty-five (35) pounds. Non-reusable containers shall also include garbage compactor bags which meet the capacity and weight requirements for plastic sacks. Both reusable and non-reusable containers shall also be referred to as standard containers in this Ordinance.
- 3. <u>Bulk:</u> Bins of metal construction capable of being emptied by mechanical equipment operated by solid waste disposal operators, the Cumberland Plateau Regional Waste Management Authority, the County, towns located in the County and their contractors, generally referred to as dumpsters, which

have a capacity of at least two and not more than eight cubic yards. Also included are large capacity roll on dumpsters.

*Curbside* means that portion of the street or highway right of way adjacent to the paced or traveled portion of a primary or secondary roadway as established by the Virginia Department of Transportation.

Contractor means the person with whom Russell County may contract for the collection of solid waste generated within Russell County, however nothing shall be deemed to require the County to contract for collection of all or part of its solid waste. In the event that the County shall contract for collection of all or part of its solid waste, then the term "Contractor" shall be substituted for Russell County where appropriate in the Ordinance.

*Convenience Center* means a collection point designated and operate by Russell County at which designated solid waste may be deposited.

*County* the term "County" shall be deemed to refer to Russell County unless the text of the Ordinance specifically refers to some other county.

Disposal means the storage, collection, disposal or handling of refuse.

*Garbage* means discarded materials composed of animal, vegetable or other organic matter.

Litter means any solid waste that is disposed of as prohibited herein or allowed to be carelessly discarded or scattered about in unsightly matter. Litter shale include, but not be limited to, garbage, trash, refuse and rubbish as referred to within the Ordinance.

Litter bag means a bag or sack, of durable material, which is large enough to serve as a receptacle for litter inside a vehicle or watercraft which is similar in size and capacity to a state approved litter bag.

Litter receptacle means a container with a capacity of not less than ten gallons constructed of such quality as to maintain the original shape when placed at an outdoor location; reasonably resistant to rust and corrosion; and placed for use as a depository for litter. Appliances (refrigerators, etc.) cannot be used as litter receptacles.

*Open dump* means a site on which any solid waste is placed, discharged, deposited, injected, dumped, or spilled, so as to create a nuisance or so as to pose within the

determination of the Administrator for substantial present or potential hazard to human health or the environment, including the pollution of air, land, surface water or ground water. A disposal facility operation without all permits required by the state and/or federal governments shall be considered an open dump.

Operator means the person responsible for the overall operation and site management of a solid waste facility.

Owner means the person, corporation, or other legal entity in whom is vested the title to and interest in the land on which a solid waste management facility is located; the person, corporation or other legal entity in whom is vested title to and interest in the land upon which a residence, residential unit, multi-unit residential unit, commercial establishment or industry is located.

*Permit* means the written permission issued by the state or federal government to own, operate, or construct a solid waste management facility; and any licenses issued pursuant to the provisions of this Ordinance.

*Person* means an individual, corporation, partnership, association, a governmental body, a municipal corporation, or any other legal entity.

*Recycling* means the process of separating a given waste material from the waste stream and processing it so that it is used again as a raw material for a product, which may or may not be similar to the original thereof.

*Refuse* means discarded waste materials in a solid or semi-solid state, consisting of garbage, rubbish, or a combination thereof.

Residential unit means a group of rooms located within a building and forming in single inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooing and/or eating. A residential unit shall also include buildings containing multiple single-family dwelling units, however each unit shall be deemed to be a separate dwelling unit for billing purposes. The term "residential unit "shall also be deemed to include mobile home parks.

*Salvage* means the authorized, controlled removal of waste materials from a solid waste management facility.

*Scavenge* means the unauthorized or uncontrolled removal of waste materials from a solid waste management facility.

*Sludge* means any solid, semi-solid or liquid waste generated from the a municipal, commercial or industrial wastewater treatment plant, air pollution control facility, or other waste producing facility, but as used in this Ordinance the term does not include the treated effluent from a Wastewater Treatment Plant.

Solid Waste means any garbage, refuse, sludge, or other discarded material, including solid, liquid, semi-solid or contained gaseous material, resulting from residential, industrial, commercial, mining or agricultural operations and from community activities but does not include (i) solid or dissolved material in domestic sewage, (ii) solid or dissolved material in irrigation return flows or in industrial discharges which are sources subject to a permit from the State Water Control Board, or (iii) source, special nuclear, or byproduct material as defined by the Federal Atomic Energy Act of 1954, as amended.

The solid waste herein defined also may refer to the following further defined types, i.e.:

- Coal Mine Waste: Any commercial waste, construction/ demolition waste, debris
  waste, inert waste, metals, garbage, mining equipment and/or machinery and
  any other waste generated prior, during, or after mining activities and which
  may be disposed of in compliance with this Ordinance and all other applicable
  state and federal laws and regulations.
- Commercial Waste: All solid waste generated by establishments engaged in business operations other than manufacturing or construction. This category includes, but is not limited to, solid waste resulting from the operation of stores, markets, office buildings, restaurants, and shopping centers.
- 3. *Construction/Demolition Waste:* The waste building material, packaging and rubble, resulting from construction, remodeling, repair and demolition operations on pavement, houses, commercial buildings, and other structures,
- 4. *Debris Waste:* Waste resulting from land clearing operations, including but not limited to stumps, wood, brush, leaves, soil and road spoils.
- 5. *Household Waste*: Any waste material, including garbage, trash, and refuse normally produced or derived from single and/or multiple residential

- households and residences. Household wastes do not include sanitary waste in septic tanks (septage).
- 6. Hazardous Waste: A solid waste or combination of solid waste which, because of its quantity, concentration or physical, chemical or infections characteristics may: (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or (b) pose a substantial present or potential hazard to human health, the Collection/Disposal System, or the environment from improperly treated, stores, transported, disposed of or otherwise managed. The foregoing definition is intended to include any waste now or hereafter designated as such by state or federal agencies with jurisdiction and authority to promulgate and enforce rules and regulations for the handling and disposal of hazardous and other waste.

### 7. Ignitable Waste:

- a. Liquids having a flash point of less than 140 degrees Fahrenheit (60 degrees Centigrade).
- b. non-liquids liable to cause fires through friction, absorption of moisture, spontaneous chemical change or retained heat, or which are liable, when ignited, to burn so vigorously and persistently as to create a hazard.
- c. Ignitable compressed gases', and/or oxidizers.
- 8. *Industrial Waste*: Any solid waste generated by manufacturing or industrial process that is not a regulated hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: Electric power generation; fertilizer/agricultural chemicals; food and related products/byproducts; inorganic chemicals; iron and steel manufacturing; mining or oil and gas operations; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment.
- 9. *Inert Waste*: Solid waste which is chemically and biologically stable from further degradation and considered to be non-reactive. Inert waste includes rubble, concrete, broken bricks, bricks, and blocks.
- 10. *Infectious Waste:* Any solid waste if it is capable of producing an infectious disease in humans; is one of the controlled infectious wastes listed in any relevant section or sections of the Infectious Waste Management regulations of

the Virginia Department of Environmental Quality as applicable at any given time, or is identified as infectious by a licensed physician or registered nurse. A waste shall be considered to be capable of producing an infectious disease if it has been, is or may have been contaminated by an organism that is or may be pathogenic to humans and if such organism has a significant probability of being present in sufficient quantities and with sufficient virulence to transmit disease. If the exact cause of a disease is unknown, but the health care professional in charge suspects the presence of a pathogen in the waste is the case, such waste shall be managed as if the pathogen were identified and such waste shall be considered to be infectious waste.

- 11. *Institutional/Government Waste*: All solid waste emanating from institutions such as, but not limited to, hospitals, nursing homes, orphanages, and public or private schools. It can include infectious waste from health care facilities and research facilities which has not been classified as a hazardous waste by the Virginia Hazardous Waste Regulations or the United States Environmental Protection Agency. Infectious waste which has been defined by state and federal law, rule or regulation as hazardous waste must be excluded from the waste stream.
- 12. *Putrescible Waste*: Solid waste which contains organic material capable of being decomposed by microorganism, and which causes odors.
- 13. *Residential Waste:* Household waste.
- 14. Waste Oil: A spent petroleum product or lubricating fluid from vehicles or equipment.

Solid waste management facility means any facility which engages in a planned program for effectively controlling the storage, collection, transportation, processing and reuse, conversion or disposal of solid waste in a safe, sanitary, aesthetically acceptable, environmentally sound and economic manner, in full compliance with all applicable local, state and federal regulations. The Russell County Transfer Station and Russell County Convenience Centers are Solid Waste Management Facilities.

*Trash* means non-combustible discarded materials including, but not limited to, ashes, scrap metal, glass, brick, concrete or other construction materials.

*Uncompacted waste* means refuse or waste which has not been reduced in volume by mechanical or hydraulic means, or if so, has not been maintained in this reduced volume state during the transportation to the landfill.

Waste generator means the person who actually produces waste intended for disposal at the landfill.

Waste management facility (See also Solid Waste Management Facility) means that area designated by the County Administrator for the collection of refuse intended for disposal at the Transfer Station or Collection Centers.

White goods means refrigerators, stoves, clothes dryers, washing machines, water heaters, window air conditioners and other large appliances of similar size or character, and waste metal products.

Yard waste means decomposable waste materials generated by yard and lawn care, and include leaves, grass trimmings, brush up to six inches in diameter and shrubs and tree trimmings arising from general landscaping maintenance. This shall not include roots or stumps that exceed four inches in diameter.

Where terms are not defined in this Ordinance and the context or practice requires definition they shall have the meaning specified in Chapter 14 of Title 10.1 of the Code of Virginia, 1950, as amended and/or specified in other relevant statutes, and/or the Solid Waste Management Regulations of the Virginia Department of Environmental Quality, as now or hereafter adopted as are applicable.

In case of conflict, the statutes and regulations applicable to the particular requirement involved shall prevail over those in this Ordinance.

### Sec. 17.2-203. General prohibitions.

- A. Moving Violations
- 1. <u>Littering Prohibited: Penalties</u>

It shall be unlawful for any person to drop, deposit, discard or otherwise dispose of litter in or upon any public or private property within Russell County, with or without permission of the owner, including, but not limited to any street, sidewalk, park, body of water, vacant or unoccupied lot, except in public litter receptacles, or in authorized private litter receptacles provided for public use, or in an area designated by the State Department of Health as a permitted disposal site.

When a violation of the provisions of this section has been observed by any person, and the matter dumped or disposed of in the highway, right-of-way,

property adjacent to such highway or right-of-way, or private property has been ejected from a motor vehicle, the owner or operator of such motor vehicle shall be presumed to be the person ejecting such trash, garbage, refuse or other unsightly matter; provided, however, that such presumption shall be rebuttable by competent evidence.

Any person found guilty of a violation of this section shall be guilty of a Class 2 misdemeanor as punishable as provided in Section 17.2-206 of this Ordinance. Any second or subsequent offense shall constitute a Class 1 misdemeanor punishable as provided in Section 17.2-206 of this Ordinance.

### 2. <u>Uncovered Vehicles, Escape of Load</u>

No vehicle shall be driven or moved on any highway unless such vehicle is constructed or loaded to prevent any of its load from dropping, sifting, leaking, or otherwise escaping therefrom; provided, however, that sand or any substance to increase traction or water or other substance may be applied on a roadway in the cleaning or maintaining of such roadway by the state or local government agency having such responsibilities.

No person in an aircraft shall throw out, drop or deposit within the County any litter or other object.

Any operator of a vehicle from which an object has escaped, that may cause an obstruction or damage a vehicle or endanger travelers on such public property, shall immediately cause the public property to be cleaned of all objects and shall be responsible for all the costs of removal.

Any person found guilty of a violation of this section shall be guilty of a Class 2 misdemeanor as punishable as provided in Section 17.2-206 of this Ordinance. Any second or subsequent offense shall constitute a Class 1 misdemeanor punishable as provided in Section 17.2-206 of this Ordinance.

### B. Stationary Violations

## 1. Areas Surrounding Commercial Establishments and Institutions

It shall be the duty of each proprietor and each operator of any business, industry, or institution to keep the adjacent and surrounding area clear and free of litter. These areas include, but are not limited to, public and private sidewalks, roads, and alleys, grounds, parking lots, loading and unloading areas, and all vacant lots which are owned or leased by said establishment or institution.

Any person found guilty of a violation of this section shall be guilty of a Class 2 misdemeanor punishable as provided in Section 17.2-206 of this Ordinance.

### 2. <u>Keeping Exterior of Residential and Commercial Property Clean</u>

It shall be the duty of each residential property owner and tenant to keep all exterior private property free of litter. The owner of occupant of any premises within the County shall be responsible for sanitary conditions of such premises, and it shall be unlawful for any person to place, deposit or allow to be placed or deposited on his premises any solid waste, except as designated by the terms of this Ordinance. It shall be the duty of each owner and tenant to keep all exterior property free of litter or waste, these areas shall include, but not be limited to: sidewalks, public roads, alleys and driveways; yards and grounds; fences; walls and property lines; drainages and vacant lots in both residential and commercial areas. Any violation of this subsection shall constitute a Class 2 misdemeanor punishable as provided in Section 17.2-206 of this Ordinance.

No person shall sweep into or deposit in any gutter, public road, street or water body within the County the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. This includes, but is not limited to, rubbish, which includes grass clippings, hedge trimmings, leaves, pine needles, paper, plastic or other materials classified as litter or waste must be placed in an approved container and properly disposed. Persons owning or occupying property shall keep the sidewalk in front of their premises free of litter. Any violation of this subsection shall constitute a Class 3 misdemeanor punishable as provided in Section 17.2-206 of this Ordinance.

Upon violation of this section, the County may proceed against either the tenant, owner or person in control or against all such persons. A warning citation as provided in Section 17.2-204(b) of this Ordinance shall be served on the owner or occupant of any premises upon which solid waste is found in violation of this section, giving the owner or occupant ten (10) days to remove such solid waste. If the owner or occupant does not comply with the terms of

such citation, he or she shall be served a summons for violation of this section.

This section shall not be deemed to prohibit the accumulation of litter awaiting the next regularly scheduled refuse or garbage collection if such property is served by the regularly scheduled garbage, refuse or litter collection. Such collections shall be deemed to be regular if such collection regularly occurs at least once per week or more frequently.

### 3. <u>Indiscriminate Dumping or Discarding of Litter and Solid Waste</u>

It shall be unlawful for any person to discard or dump along any street or road, on or off the right-of-way, any form of solid waste, rubbish, refuse, junk, motor vehicle or vehicle part, rubber tires, appliances, furniture, or any other material or equipment, on public or private property, with or without permission of the property owner, except in County approved receptacles provided for public use for the deposit of said material, or except in an area designated by the State Department of Health as a permitted solid waste disposal site or collection facility.

## C. Cleanup of Improperly Disposed Litter or Solid Waste

## 1. <u>Cleanup of Premises by County Authorization</u>

The owners of property within the County shall, within fourteen (14) days of receiving written notice from the County, remove from the property any and all trash, garbage, refuse, litter and other substances which might endanger the health or safety of other residents of the County.

If after fourteen (14) days of receiving the notice, the owners of such property have failed to take action as directed by the notice, the County may have such trash, garbage, refuse, litter and other substances which might endanger the health or safety of other residents of the County, removed by its own agents or employees, in which event the cost or expense thereof shall be chargeable to and paid by the owners of such property and may be collected by the County as taxes are collected.

Execution of the notice to remove litter shall be in writing and shall be in the form set forth in Section 17.2-204 (b) of this ordinance and served by personal service, posted service or sent by registered mail.

Every charge authorized by this section with which the owner of any such property shall have been assessed and which remains unpaid shall constitute a lien against such property ranking on a parity with liens for unpaid local taxes and enforceable in the same manner as provided in Articles 3 (§58.1-3940 *et seq*) and 4 (§ 58.1-3965 *et seq*) of Chapter 39 of Title 58.1 of the Code of Virginia, 1950, as amended. The County may waive such liens in order to facilitate the sale of the property. Such liens may be waived only as to a purchaser who is unrelated by blood or marriage to the owner and who has no business association with the owner. All such liens shall remain a personal obligation of the owner of the property at the time the liens were imposed.

A violation of this section shall be subject to a civil penalty, not to exceed \$50.00 for the first violation, or violations arising from the same set of operative facts. The civil penalty subsequent violations not arising from the same set of operative facts within 12 months of the first violation shall not exceed \$200.00. Each business day during which the same violation is found to have existed shall constitute a separate offense. In no event shall a series of specified violation arising from the same set of operative facts result in civil penalties that exceed a total of \$3,000.00 in a 12-month period.<sup>1</sup>

In the event three civil penalties have previously been imposed on the same defendant for the same or similar violation, not arising from the same set of operative facts, within a 24-month period a violation of this subsection shall be a Class 3 misdemeanor.<sup>2</sup>

### D. <u>Litter Receptacles</u>

### 1. <u>Use of Receptacles</u>

a. It shall be unlawful to deposit any item or items except litter in any receptacle placed for public use as a depository for littler. Any item or items, including litter, which are expressly prohibited from being placed in said receptacle by a sign or other writing located on or

<sup>&</sup>lt;sup>1</sup> See §15.2-901 (C) for enabling act authorizing civil penalty by ordinance.

<sup>&</sup>lt;sup>2</sup> See §15.2-901 (D) for enabling act authorizing Class 3 misdemeanor when three civil penalties have occurred.

- around the receptacle, shall not be placed or deposited in said receptacle.
- Any violation of this subsection shall constitute a Class 2
   misdemeanor. A second or subsequent offense shall constitute a Class 1 misdemeanor.

### 2. <u>Providing Adequate Litter Receptacles for Businesses</u>

It shall be the duty of any person owning or operation any commercial establishment to provide receptacles adequate to contain the litter generated at said establishment. The penalty established for violation of this subsection shall be twenty-five (\$25.00) dollars for each day of violation. The offender shall receive a summons from the enforcement officer for any violation of this subsection. The offender may pay the fine in lieu of appearing in court on any first offense.

### 3. Providing Adequate Litter Receptacles for Residences

- a. All household solid waste shall be contained in receptacles or containers which conform to standards established by the Russell County Board of Supervisors.
- b. It shall be unlawful for any person to use an old appliance or other container deemed unacceptable by the County for trash collection.
- c. Any violation of this subsection shall constitute a Class 3 misdemeanor.

### E. Improper Disposal of Waste

# 1. Depositing Improper Waste in Receptacles or Facilities

a. It shall be unlawful to improperly dispose of any solid waste as defined in this Ordinance at a facility operated for or in a receptacle placed for public or private use. Improper disposal shall mean and include the depositing in such facility of solid waste which is not accepted or authorized for disposal by such facility. The types of waste not accepted at any such facility shall be displayed at the entrance of such facility or on the receptacle.

## F. Enforcement of Litter Laws; Prosecution; Presumption

#### 1. Enforcement

a. Prosecution for a violation of any provision of this act may be initiated by the County Building Inspector, law enforcement officer, litter control officer, or private citizen.

- 2. Authorization of County Litter Control Office to Bring Civil Action Whereas Section 10.1-1418.1 of the Code of Virginia, 1950, as amended authorizes the County to bring a civil action against any person who improperly disposes of solid waste on the property of the County, without the County's permission. Whenever a court of competent jurisdiction finds that a person has improperly disposed of solid waste upon the County's property, without the County's permission, the court shall assess a civil penalty of up to five thousand dollars (\$5,000.00) against such defendant, along with costs and reasonable attorney's fees. Any civil penalty assessed pursuant to this subsection shall be paid into the Russell County treasury.
- 3. Assign A-Highway Roadside and Illegal Dump Cleanup For Cleanup of roadside litter and identified illegal dumps within the County, it is hereby established a program pursuant to Section 53.1-129 of the Code of Virginia, 1950, as amended, and the Sheriff of the County and any of his deputies and any Special Conservator of the Peace/Litter Office who has been approved by a court of competent jurisdiction shall be permitted to utilize probationers or remove inmates from the County or Regional Jail under their supervision to work in this program providing that any such inmate has been specifically approved to be permitted to participate in this program by the Sheriff and by the Court. Probationers will be assigned to two-mile designated sections of highway, cleaned up every two weeks for the duration of their assignment to this program. Inmates shall be utilized only for the cleanup for illegal dumps identified by the County Litter Control Department. During the cleanup of illegal dumps, the Special Conservator of the Peace/Litter Control Officer or the Sheriff or his deputies will be present during this volunteer work.

# Sec. 17.2-204. Removal, disposal of trash and garbage.

- (a) The owners of property in the county shall not accumulate thereon and shall remove there from any and all trash, garbage, refuse, litter and other substances which might endanger the health or safety of other residents of the county.
- (b) Notice to property owner:
  - 1) The Board of Supervisors may, when it deems it necessary, give written notice to the owner of any property in the county, and to the person primarily responsible for such property, if different from the owner and if

know, stating the facts that constitute a violation of subsection (a) of this section and directing such person or persons to take such action as may be necessary to rectify the conditions within 14 days from the date of the notice.

2) The notice required by the section shall be certified or registered mail to the last known address, or by hand delivery by the Sheriff of the County, his deputy, the county sanitation office or the designee of the County Administrator, to the owner of the property and to the person primarily responsible for such property, if different from the owner and if known, The notice shall be substantially in the following form:

NOTICE TO REMOVE TRASH	I, GARBAGE, REFUSE, LITTER
AND OTHER	SUBSTANCES
To: Responsible Party	AT:Address of property  Tax Map Number

Pursuant to Code of Virginia §15.2-802 of the Ordinances of Russell County, Virginia, you are hereby notified to remove, within 14 days after the date of this notice, all trash, garbage, refuse, litter and other substances that endanger the health or safety of other residents of the county, in particular (describe the conditions). Upon your failure to remove the same, the county's agents or employees may remove such trash, garbage, refuse, litter and other substances that endanger the health or safety of other residents of the county, and the cost and expenses of such removal shall be chargeable to and paid by the owner of such property and may be collected by the county as taxes and levies are collected and shall constitute a lien on the property.

(c) If the property is not cleaned up after receiving the notice required in subsection (b) of this section, the Board of Supervisors may have such trash, garbage, refuse, litter and other like substances that might endanger the health of other residents of the county removed by the county's own agents and employees, in which event the cost and expenses thereof shall be chargeable to and paid by the

- owners of such property and may be collected by the county as taxes and levies are collected.
- (d) Every charge authorized by this section with which the owner and lien holder of any such property shall have been assessed and which remains unpaid shall constitute a lien against such property ranking on a parity with lien for unpaid local taxes and enforceable in the same manner as provided in Code of Virginia, §§ 58.1-3940 et seq. and 58.1-3965 et seq.
- (e) Trash, garbage, refuse, litter and other debris shall be disposed of in personally owned or privately owned receptacles that are provided for such use and for the use of the persons and disposing such matter or in authorized facilities provided for such purpose, and in no other manner not authorized by law.

### § 17.2-205. Dumping Trash on Highway, Right-Of-Way or Private Property.

- (a) It shall be unlawful for any person to dump or otherwise dispose of trash, garbage, refuse, litter or other unsightly matter, on public property, including a public highway, right-of-way, property adjacent to such highway or right-ofway, or on private property without the written consent of the owner thereof or his agent.
- (b) When any persons is arrested for a violation of this section, and the matter alleged to have been illegally dumped or disposed of has been ejected from a motor vehicle or transported to the disposal site in a motor vehicle, the arresting officer may comply with the provisions of Code of Virginia, §46.2-936, in making such arrest.
- (c) When a violation of the provisions of this section has been observed by any person, and the matter illegally dumped or disposed of has been ejected or removed from a motor vehicle, the owner or operator of such motor vehicle shall be presumed to be the person ejecting or disposing of such matter. However, such presumption shall be rebuttable by competent evidence.
- (d) Any person who violates this section shall, upon conviction, be guilty of a Class 1 misdemeanor punishable by confinement in jail for not more than twelve (12) months and a fine of not less than \$250.00 nor more than \$2,500.00, either or both.
- (e) The provisions of this section shall not apply to the lawful disposal of such matter in landfills, the county transfer station or county convenience stations.
- (f) The Commonwealth Attorney of Russell County, Virginia or his designee shall be responsible for all prosecutions under this section.

# §17.2-206. Penalties.

The authorized punishments for a conviction of a misdemeanor are:

- (a) For Class 1 misdemeanors, confinement in jail for not more than twelve months and a fine of not more than \$2,500.00, either or both.
- (b) For Class 2 misdemeanors, confinement in jail for not more than six months and fine of not more than \$1,000.00, either or both.
- (c) For Class 3 misdemeanors, a fine of not more than \$500.00.
- (d) For Class 4 misdemeanors, a fine of not more than \$250.00.

§17.2-207. Effective	Date of Ordina	nce.		
This ordinand	ce shall be effect	ive on the _	day of	, 2018. The
County Administrat	or is directed to	file a certifi	ed copy of this	Ordinance in the Offices
of the Clerk of the G	eneral District (	Court of Rus	sell County an	d the Clerk of the Circuit
Court of Russell Cou	ınty.			
Adopted this the	day of	, 2018.		

# NOTICE TO REMOVE TRASH, GARBAGE, REFUSE, LITTER

AND OTHER SUBSTANCES AT: Responsible Party Address of property Pursuant to Code of Virginia §15.2-802 of the Ordinances of Russell County, Virginia, you are hereby notified to remove, within 14 days after the date of this notice, all trash, garbage, refuse, litter and other substances that endanger the health or safety of other residents of the county, in particular Upon your failure to remove the same, the county's agents or employees may remove such trash, garbage, refuse, litter and other substances that endanger the health or safety of other residents of the county, and the cost and expenses of such removal shall be chargeable to and paid by the owner of such property and may be collected by the county as taxes and levies are collected and shall constitute a lien on the property.

Date Served: 3-29-2

# RUSSELL COUNTY SHERIFF'S OFFICE



P.O. Box 338 79 Rogers Avenue Lebanon, VA 24266 Phone (276) 889-8033

Fax: (276) 889-8203

sheriff@russellcountyva.us

Steve Dye, Sheriff

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Status Report: March-April 2020

#### March 12, 2020

In reference to Property Belonging to Gene Couch located on Memorial Drive> Contact was made with Mr. Couch he was advised of the county ordinance. A copy of the ordinance was given to the property owner as well as a written notice served by myself for non compliance with County Code.

April 20, 2020

Inspected the Property on Memorial Drive, little to no progress has been made by the land owner. I spoke with Mr. Couch via phone and advised him that if the property is not in compliance that he will be held accountable.

#### March 12, 2020

In reference to the Property at 151 Straight Hollow Rd, I made contact with the property owner. She was advised of the County Ordinance and the her property was not int compliance. The owner advised that she would get her sons to get it cleaned up. A written notice was served on the property owner.

#### April 12, 2020

I returned to 151 Straight Hollow Rd to inspect the property. The owners had made significant progress, and were actively working on cleaning it up while I was on scene.

I advised the property owner that I would be back to inspect the property at a later date to see if the property is in compliance.

#### March 24, 2020

In reference to the property at 16 Starnes Drive, I made contact with property owner and advised him of the County Litter Ordinance and that his property was not in compliance. He advised me that he would get cleaned up as soon as possible. A written notice was served on the property owner.

#### **April 12, 2020**

I returned to in inspect the property at 16 Starnes Drive. Upon inspection the homeowner was in compliance with the County Litter Ordinance.

#### April 27, 2020

While off duty I was taking my garbage off at the Moccassin Valley Rd trash site, I observed an individual on the concrete ramp and he appeared to be digging in the dumpster. I got out of my vehicle and walked up to the individual that he wasn't supposed to be digging in the trash. I then observed two male subjects inside the dumpster. I advised all three mail subjects to get out of the dumpster and displayed my badge of authority and advised them of the county litter ordinance. I took down all three individuals names and information and advised them if I caught the back up here they would be issued a summons.

**Deputy C Porter** 

**Russell County Sheriffs Office** 

















Meeting: 1/3/22 6:00 PM

Action Item D-1 Presenter: Chairperson

# **Approval of Minutes**

Request approval of the minutes from the following meeting:

• December 6, 2021 Board Minutes

# STAFF RECOMMENDATION(s):

**Board discretion** 

# SUGGESTED MOTION(s):

Motion to approve Board Minutes.

#### **ATTACHMENTS:**

Board Minutes

#### December 06, 2021

A regular monthly meeting of the Russell County Board of Supervisors was held on Monday, December 06, 2021, beginning at 3:00 pm with Executive (closed) Session followed by the regular meeting at 4:00 pm at the Russell County Government Center in Lebanon, Virginia.

The Clerk called the meeting to order.

#### Roll all by the Clerk:

#### **Present:**

Tim Lovelace Lou Wallace David Eaton Steve Breeding Rebecca Dye Carl Rhea

Lonzo Lester, Clerk Katie Patton, County Attorney Loretta Vance, Secretary

#### Absent:

Oris Christian

#### **EXECUTIVE (CLOSED) SESSION**

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to enter into Executive (closed) Session to discuss legal matters pursuant to Section 2.2-3711(A)(7)(8) concerning Opioid and Northrop Grumman Legal Matters.

The vote was:

Aye: Steve Breeding, Lou Wallace, Tim Lovelace, Carl Rhea, David Eaton and Rebecca Dye

Nay: None

#### **APPROVAL TO RETURN TO REGULAR SESSION**

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to return to regular session.

The vote was:

Aye: Steve Breeding, Tim Lovelace, David Eaton, Lou Wallace, Carl Rhea and Rebecca Dye

Nay: None

#### **CERTIFICATION OF EXECUTIVE (CLOSED) SESSION**

Pursuant to § 2.2-3712(D) of the Code of Virginia 1950, as amended each member of the Board of Supervisors upon the Roll Call certifies that to the best of their knowledge (I) only public business matters lawfully exempted from the open meeting requirements under the Virginia Freedom of Information Act and (ii) only such public business matters that were identified in the motion(s) by which the closed meeting was convened were heard, discussed, or considered in the meeting by the Board of Supervisors.

Any member of the Board of Supervisors who believes that there was a departure from the requirements of clauses (I) and (ii) above shall so state prior to the vote, indicating the substance of the departure that, in his or her judgment, has taken place.

Are there any who believe a departure has taken place? Seeing none, if you agree that the matters heard, discussed, or considered during the closed meeting were pursuant only to the motion(s) by which the closed meeting was convened, please signify by saying aye or yes.

Tim Lovelace – AYE Lou Wallace – AYE Carl Rhea – AYE David Eaton – AYE Rebecca Dye - AYE Steve Breeding – AYE

Invocation by Caleb Johnson, followed by the Pledge of Allegiance to the Flag.

#### **APPROVAL OF THE AGENDA**

Motion made by Steve Breeding second, Tim Lovelace and duly approved by the Board of Supervisors to approve the agenda as amended.

The vote was:

Aye: Steve Breeding, Tim Lovelace, David Eaton, Lou Wallace, Rebecca Dye and Carl Rhea

Nay: None

#### PUBLIC HEARING HELD ON THE BELFAST WATERLINE EXTENSION PHASE III GRANT

Pursuant to being advertised in a local newspaper for two (2) consecutive weeks, a public hearing was held on the Belfast Waterline Extension Phase III – DHCD Grant. Debbie Milton- representing the Cumberland Plateau Planning District Commission gave an overview of the grant award in this amount. The Chair opened the public hearing to comments. Hearing none, the public hearing was closed.

#### APPROVAL OF THE BELFAST WATERLINE EXTENSION PHASE III GRANT

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve a DHCD Grant for the Belfast Waterline Extension Phase III and authorize the Chair to sign all documents related to the grant.

The vote was:

Aye: Steve Breeding, David Eaton, Carl Rhea, Tim Lovelace, Lou Wallace and Rebecca Dye

Nay: None

#### **New Business**

#### **APPROVAL OF THE NOVEMEBER 01, 2021 MINUTES**

Motion made by Steve Breeding, second Lou Wallace and duly approved by the Board of Supervisors to approve the November 01, 2021, minutes and dispense with the reading thereof.

The vote was:

Aye: Steve Breeding, Lou Wallace, Carl Rhea, Tim Lovelace, David Eaton and Rebecca Dye

Nay: None

#### **APPROVAL OF GENERAL COUNTY INVOICES**

Motion made by Carl Rhea, second David Eaton and duly approved by the Board of Supervisors to approve the November 01, 2021 minutes and dispense with the reading thereof.

The vote was:

Aye: Steve Breeding, Lou Wallace, Carl Rhea, Tim Lovelace, David Eaton and Rebecca Dye

Nay: None

#### **Committee Appointments**

#### **VICKI PORTER RE-APPOINTED TO THE APPLACHIAN JUVENILE COMMISSION**

Motion made by Steve Breeding, second Lou Wallace and duly approved by the Board of Supervisors to re-appoint Vicki Porter to the Appalachian Juvenile Commission for a four (4) year term, said ending December 06, 2025.

The vote was:

Aye: Steve Breeding, Lou Wallace, Carl Rhea, Tim Lovelace, David Eaton and Rebecca Dye

Nay: None

#### DAVID EATON AND JAMES MOUNTS RE-APPOINTED TO THE CMCSB

Motion made by Lou Wallace, second Tim Lovelace and duly approved by the Board of Supervisors to reappoint David Eaton and James Mounts to the Cumberland Mountain Community Services Board for three (3) year terms, said terms ending December 31, 2024.

The vote was:

Aye: Lou Wallace, Tim Lovelace, Carl Rhea, Steve Breeding, David Eaton and Rebecca Dye

Nay: None

#### LINDA CROSS RE-APPOINTED TO THE HIGHWAY AND SAFETY COMMITTEE

Motion made by Tim Lovelace, second David Eaton and duly approved by the Board of Supervisors to reappoint Linda Cross to the Highway and Safety Committee for a two (2) year term, said term ending December 31, 2023.

The vote was:

Aye: Tim Lovelace, David Eaton, Steve Breeding, Lou Wallace, Rebecca Dye and Carl Rhea

Nay: None

#### ALICIA MCGLOTHLIN RE-APPOINTED TO THE PEOPLE INCORPORATED FINANCIAL BOARD

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to re-appoint Alicia McGlothlin to the People Incorporated Financial Board for a two (2) year term, said term ending December 31, 2023.

The vote was:

Aye: David Eaton, Steve Breeding, Tim Lovelace, Lou Wallace, Carl Rhea and Rebecca Dye

Nay: None

#### SCOTT MCGLOTHLIN APPOINTED TO THE RUSSELL COUNTY PLANNING COMMISSION

Motion made by David Eaton, second Lou Wallace and duly approved by the Board of Supervisors to appoint Scott McGlothlin to the Russell County Planning Commission to fill the unexpired term of Kirby Meadows, said term ending March 05, 2022.

The vote was:

Aye: David Eaton, Steve Breeding, Tim Lovelace, Lou Wallace, Carl Rhea and Rebecca Dye

Nay: None

#### CHARLES EDMONDS APPOINTED TO THE RUSSELL COUNTY PLANNING COMMISSION

Motion made by Tim Lovelace, second David Eaton and duly approved by the Board of Supervisors to appoint Charles Edmonds to the Russell County Planning Commission to fill the unexpired term of Wayne Young, said term ending December 07, 2023.

The vote was:

Aye: David Eaton, Steve Breeding, Tim Lovelace, Lou Wallace, Carl Rhea and Rebecca Dye

Nay: None

#### STEVE PERKINS APPOINTED TO THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

Motion made by David Eaton, second Tim Lovelace and duly approved by the Board of Supervisors to appoint Charles Edmonds to The Russell County Public Service Authority to fill the unexpired term of Chris Dye, said term ending June 24, 2025.

The vote was:

Aye: David Eaton, Steve Breeding, Tim Lovelace, Lou Wallace, Carl Rhea and Rebecca Dye

Nay: None

#### KIRBY MEADOWS RESIGNATION ACCEPTED

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to accept the resignation of Kirby Meadows from the Russell County Planning Commission effective immediately.

The vote was:

Aye: David Eaton, Steve Breeding, Tim Lovelace, Lou Wallace, Carl Rhea and Rebecca Dye

Nay: None

#### **Citizens Comment**

The Chair opened citizens comment period.

**Greg Hancock**, Lebanon addressed the Board about Litter Ordinance and how it is to be enforced.

**Phillip Roelof**, Lebanon commented on the junk cars along Pioneer Avenue and the lack of enforcement of the litter ordinance.

**Joseph Breeding**, Lebanon stated that he is having problems with a neighbor's goats on his property. He would like the county to revisit the fencing ordinance.

The Chair closed citizens comment period.

#### **County Attorney Reports and Requests**

**Katie Patton**, **County Attorney** addressed the Board concerning the VRA Courthouse Financing Resolution, Opioid Litigation MOU, Project Jonah, and the Noise Ordinance.

#### APPROVAL OF A VRA COURTHOUSE FINANCING RESOLUTION

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve a Resolution for a Virginia Resource Authority Courthouse Financing Resolution.

The vote was:

Aye: David Eaton, Steve Breeding, Tim Lovelace, Lou Wallace, Carl Rhea and Rebecca Dye

Nay: None

#### APPROVAL OF AN OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING AND RESOLUTION

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve an Opioid Litigation Memorandum of Understanding and Resolution and authorize the Chairperson and the County Administrator to sign all documents.

The vote was:

Aye: David Eaton, Steve Breeding, Tim Lovelace, Lou Wallace, Carl Rhea and Rebecca Dye

Nay: None

#### APPROVAL OF PROJECT JONAH INTERJURISDICTIONAL AGREEMENT - PUBLIC NOTICE

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve the advertisement of a public notice for an Interjurisdictional Agreement for Project Jonah.

The vote was:

Aye: David Eaton, Steve Breeding, Tim Lovelace, Lou Wallace, Carl Rhea and Rebecca Dye

Nay: None

# APPROVAL FOR THE COUNTY ATTORNEY TO DRAFT A NOISE ORDINANCE FOR THE BOARD'S CONSIDERATION

Motion made by Steve Breeding, second Lou Wallace and duly approved by the Board of Supervisors to draft a Noise Ordinance for the Board's consideration.

#### **County Administrator Requests and Reports**

#### ACCEPTANCE OF THE ABSTRACT OF VOTES FORM NOVEMBER 02, 2021 ELECTION

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to accept the Abstract of Votes for the November 02, 2021 election.

The vote was:

Aye: David Eaton, Steve Breeding, Carl Rhea, Tim Lovelace, Rebecca Dye and Lou Wallace

Nay: None

#### APPROVAL FOR THE BUILDING OFFICIAL'S OFFICE TO MANAGE LITTER CONTROL

Motion made by Steve Breeding, second Lou Wallace and duly approved by the Board of Supervisors to allow the Building Inspector's office to manage litter control for a period of six months at which time it will be re-evaluated.

The vote was:

Aye: Steve Breeding, Lou Wallace, Carl Rhea, Tim Lovelace, Rebecca Dye and David Eaton

Nay: None

#### ACCEPTANCE OF A LITTER PREVENTION AND RECYCLING PROGRAM GRANT

Motion made by Carl Rhea, second Lou Wallace and duly approved by the Board of Supervisors to accept and appropriate a Litter Prevention and Recycling Program Grant.

The vote was:

Aye: Carl Rhea, Lou Wallace, Tim Lovelace, David Eaton, Steve Breeding and Rebecca Dye

Nay: None

#### APPROVAL OF \$28,945.40 TO PURCHASE FIRE HYDRANTS FOR THE RC PSA

Motion made by David Eaton, second Steve Breeding to approve a request from the Russell County Public Service Authority requesting \$28,440.40 for the purchase of fire hydrants.

The vote was:

Aye: David Eaton, Steve Breeding, Carl Rhea, Tim Lovelace, Rebecca Dye and Lou Wallace

Nay: None

#### APPROVAL OF VDOT NOTICE OF INTENT TO DISCONTINUE RTE. 743 (ROLLERCOASTER ROAD).

Motion made by David Eaton second Tim Lovelace and duly approved by the Board of Supervisors to approve a VDOT Notice of Intent to Discontinue Rte. 743 (Rollercoaster Road).

The vote was:

Aye: David Eaton, Tim Lovelace, Lou Wallace, Carl Rhea, Steve Breeding and Rebecca Dye

Nay: None

#### APPROVAL TO ADVERTISE FOR AN ANIMAL CONTROL ADMINISTRATIVE ASSISTANT

Motion made by David Eaton second Carl Rhea and duly approved by the Board of Supervisors to advertise for an animal control Administrative Assistant due to a resignation in that department.

The vote was:

Aye: David Eaton, Carl Rhea, Tim Lovelace, Lou Wallace, Steve Breeding and Rebecca Dye

Nay: None

#### APPROVAL OF AN EARLY PAYDATE FOR COUNTY EMPLOYEES

Motion made by David Eaton, second Lou Wallace and duly approved by the Board of Supervisors to set an early pay date for county employees due to the Christmas holiday.

The vote was:

Aye: Lou Wallace, David Eaton, Carl Rhea, Steve Breeding, Tim Lovelace, and Rebecca Dye

Nay: None

APPROVAL OF THE RUSSELL COUNTY EMPLOYEE GIFT CERTICATES

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to
give Russell County Employees give certificates for a turkey/ham.

The vote was:

Aye: David Eaton, Steve Breeding, Carl Rhea, Tim Lovelace, Rebecca Dye and Lou Wallace

Nay: None

#### APPROVAL TO REFER THE CURTIS SALYER PROPERTY EASEMENT TO THE RC PLANNING COMMISSION

Motion made by David Eaton, second Carl Rhea and duly approved by the Board of Supervisors to refer the Curtis Salyer Property Easement to the Russell County Planning Commission for review.

The vote was:

Aye: David Eaton, Carl Rhea, Tim Lovelace, Lou Wallace, Steve Breeding and Rebecca Dye

Nay: None

#### **APPROVAL TO ADJOURN**

Motion made by Carl Rhea, second Tim Lovelace and duly approved by the Board of Supervisors to adjourn.

The	vote	was:

Aye: Carl Rhea, David Eaton, Lou Wallace, Tim Lovelace, Steve Breeding and Rebecca Dye

Nay: None

 Clerk of the Board	Chairnerson
Clerk of the Board	Chairperson



# Board of Supervisors 137 Highland Drive

Lebanon, VA 24266

Meeting: 1/4/21 6:00 PM

Action Item D-2
Presenter: Chairperson

# **Approval of Expenditures**

Request approval of the County's December 2021 Monthly Expenditures:

#### **STAFFRECOMMENDATION(s):**

County's December 2021 Monthly Expenditures are in compliance with budget and operational services.

#### **SUGGESTED MOTION(s):**

Motion to approve County's December 2021 Monthly Expenditures.

#### **ATTACHMENTS:**

• December 2021 Monthly Expenditures

DUE DATE INV.DATE VENDOR 
 GROSS AMT.
 NET AMOUNT 148.00
 G/L ACCOUNT 4100-031020-5410 - INVOICE P.O.# 1/03/2022 12/03/2021 002615 A&A ENTERPRISES 74177 148.00 \* 148.00 1/03/2022 11/11/2021 003754 AMAZON 434538949577 10 182.41
439854659856 10 6.99
448767359898 10 25.48
454768799635 10 25.74
456359573665 10 16.00
458437485778 10 201.57
459746758577 10 849.00
466474586699 10 25.99
549435453665 10 30.73
578776935733 10 12.99
634947969887 10 15.78
683988387635 10 11.50
779434847656 10 22.96
898375784656 10 33.58
985966489768 10 36.95
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095966489768 10 36.95
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AP060 12/28/2021

DUE DATE INV.DATE VENDOR		INVOICE	CLASS	GROSS AMT.	NET AMOUNT G/L ACCOUNT			P.O.#
1/03/2022 12/11/2021 004675	BIZZACK CONSTRU	3765		273.96	273.96 4100-042400-5413-	_	_	
				273.96	273.96 *			
1/03/2022 11/30/2021 000052	BLEVINS SEPTIC	35690		510.00	510.00 4100-042010-5413-	-	_	
				510.00	510.00 *			
1/03/2022 12/24/2021 000092	BONANZA RESTAUR	596032		225.44	225.44 4100-011010-5413-	_		
				225.44	225.44 *			
1/03/2022 12/09/2021 003898	CARD SERVICES C	12092021		3,082.94	3,082.94 4100-031020-5503-	_	_	
1/03/2022 12/09/2021 003898				6.00	6.00 4100-035010-3002-	_	_	
				3,088.94	3,088.94 *			
1/03/2022 12/08/2021 004176	CARTER MISSY	DECORATIONS 21		40.54	40.54 4100-022010-5415-	_	_	
,,,,				40.54	40.54 *			
1/03/2022 12/17/2021 004350	CENTRAL HYDRAIII.	17276		1,382.74	1,382.74 4100-042400-5407-	_	_	
_, -,,,,	02111112	1,2,3		1,382.74	1,382.74 *			
1/03/2022 12/22/2021 004450	CINTAS COPPODAT	41054459553		282.51	282.51 4100-043020-3008-			
1/03/2022 12/22/2021 004450				40.72	40.72 4100-043020-3008-	-	-	
1/03/2022 12/22/2021 004450				77.78		_	_	
1/03/2022 12/22/2021 004450					77.78 4100-043020-3008-	-	-	
1/03/2022 12/22/2021 004450				103.48	103.48 4100-043020-3008-	-	-	
1/03/2022 12/22/2021 004450	CINIAS CORPORAL	4105458585		99.53	99.53 4100-043020-3008-	-	-	
1/02/2022 12/12/2021 00200		10130001		604.02	604.02 *			
1/03/2022 12/13/2021 003806	CLINCH RIVER FE	12132021		500.00	500.00 4100-091000-8028-	-	-	
1/03/0000 10/16/0001 000171	G			500.00	500.00 *			
1/03/2022 12/16/2021 000171	. CUMBERLAND PLAT	233.		69,150.86	69,150.86 4100-042010-3002-	-	-	
				69,150.86	69,150.86 *			
1/03/2022 12/16/2021 001871	DELPH KELLY MCB	12162021	10	110.00	110.00 4100-073010-5413-	-	-	
				110.00	110.00 *			
1/03/2022 12/01/2021 000184		7049400	10	86.99	86.99 4100-073010-5401-	-	-	
1/03/2022 12/14/2021 000184	DEMCO	7055100	10	80.71	80.71 4100-073010-5401-	-	-	
				167.70	167.70 *			
1/03/2022 11/16/2021 000198				25.42	25.42 4100-031020-5401-	-	-	
1/03/2022 11/16/2021 000198				24.20	24.20 4100-031020-5401-	-	-	
1/03/2022 11/23/2021 000198	DOMINION OFFICE	138240		142.99	142.99 4100-031020-5401-	-	_	
1/03/2022 11/23/2021 000198				119.99	119.99 4100-031020-5401-	-	-	
1/03/2022 12/03/2021 000198	DOMINION OFFICE	138491		46.90	46.90 4100-031020-5401-	-	_	
1/03/2022 12/07/2021 000198	DOMINION OFFICE	138605		32.99	32.99 4100-031020-5401-	-	-	
1/03/2022 12/14/2021 000198	DOMINION OFFICE	138832		5.80	5.80 4100-031020-5401-	-	-	
1/03/2022 11/30/2021 000198	DOMINION OFFICE	138338	10	203.98	203.98 4100-031020-5401-	-	_	
1/03/2022 12/03/2021 000198	DOMINION OFFICE	138505	10	44.43	44.43 4100-073010-5401-	-	-	
1/03/2022 12/06/2021 000198	DOMINION OFFICE	138505.1	10	46.50	46.50 4100-073010-5401-	-	_	
1/03/2022 12/14/2021 000198	DOMINION OFFICE	138816	10	76.88	76.88 4100-073010-5401-	_	-	
1/03/2022 11/19/2021 000198	DOMINION OFFICE	138159		269.99	269.99 4100-012010-5401-	-		
1/03/2022 11/23/2021 000198	DOMINION OFFICE	138255		186.46	186.46 4100-022010-5401-	-	_	
1/03/2022 11/30/2021 000198	DOMINION OFFICE	138334		200.71	200.71 4100-021060-5401-	_	_	
1/03/2022 12/03/2021 000198	DOMINION OFFICE	138493		46.90	46.90 4100-012010-5401-	_	-	
1/03/2022 12/03/2021 000198				171.00	171.00 4100-012300-7002-	_	_	
1/03/2022 12/03/2021 000198				24.00	24.00 4100-013020-5401-	_	_	
1/03/2022 12/07/2021 000198				20.25	20.25 4100-012010-5401-	_	_	
1/03/2022 12/08/2021 000198				297.86	297.86 4100-072010-5405-	_		
1/03/2022 12/10/2021 000198				44.99	44.99 4100-012300-7002-	_	-	
1/03/2022 12/14/2021 000198				19.83	19.83 4100-021010-5401-	_	_	
1/03/2022 12/14/2021 000198				44.99	44.99 4100-043020-5405-	_	-	
1/03/2022 12/14/2021 000198				239.86	239.86 4100-043020-5405-	-	-	
1/03/2022 12/15/2021 000198				411.86		_	-	
1/03/2022 12/13/2021 000198					411.86 4100-071040-5604-	_	-	
1/03/2022 12/14/2021 000198				63.98	63.98 4100-032050-5401-	-	-	
1/03/2022 12/14/2021 000198				138.63	138.63 4100-043020-5405-	-	-	
1,00,2022 12,13,2021 000196	DOMINION OFFICE	130040		9.71	9.71 4100-021060-5401-	-	-	

DUE DATE INV.DATE VENDOR	INVOICE CLASS	GROSS AMT.	NET AMOUNT G/L ACCOUNT		P.O.#
1/03/2022 12/27/2021 000198 DOMINION OFFICE	138973	43.99	43.99 4100-071040-5600-	_	-
1/03/2022 12/17/2021 000198 DOMINION OFFICE		665.07	665.07 4100-012010-5401-	-	-
1/03/2022 12/10/2021 000198 DOMINION OFFICE		24.00-	24.00- 4100-012010-5401-	-	_
1/03/2022 12/15/2021 000198 DOMINION OFFICE		125.86	125.86 4100-043020-5405-	-	_
1/03/2022 12/20/2021 000198 DOMINION OFFICE		246.98	246.98 4100-012300-7002-	-	_
1/03/2022 12/17/2021 000198 DOMINION OFFICE		10.49	10.49 4100-042400-5401-	-	_
_,,,,		4,029.49	4,029.49 *		
1/03/2022 11/30/2021 003938 DRAPER ADEN ASS	2021110451	7,912.00	7,912.00 4100-042010-3090-	_	_
1/03/2022 11/30/2021 003938 DRAPER ADEN ASS		4,298.44	4,298.44 4100-042010-3090-	_	_
1,00,1011 11,00,1011 000,500 5111 111 11551 1155	202111010	12,210.44	12,210.44 *		
1/03/2022 1/03/2022 004915 FARMER TOMMY	01032022	30.01	30.01 4100-011010-5501-	_	_
1/03/2022 1/03/2022 004913 PARMER TORM	01032022	30.01	30.01 *		
1/03/2022 12/08/2021 001020 FERGUSON ENTERP	2697175	2,256.51	2,256.51 4100-094010-8031-	_	-
1/03/2022 12/03/2021 001020 FERGUSON ENTERP		1,861.51	1.861.51 4100-071040-5609-	_	_
1/03/2022 12/13/2021 001020 FERGUSON ENTERP		112.97	112.97 4100-043020-5407-	_	_
1/03/2022 12/13/2021 001020 FERGUSON ENTERP	2121134	4,230.99	4.230.99 *		
1/03/2022 6/07/2021 001445 FISHER AUTO PAR	207 265022	60.45	60.45 4100-031020-5408-		
			120.08 4100-031020-5408-	_	-
1/03/2022 6/07/2021 001445 FISHER AUTO PAR		120.08		_	-
1/03/2022 12/27/2021 001445 FISHER AUTO PAR		20.36	20.36 4100-042400-5408-	-	-
1/03/2022 12/15/2021 001445 FISHER AUTO PAR		18.51	18.51 4100-043020-5101-	-	-
1/03/2022 12/23/2021 001445 FISHER AUTO PAR	403-367476	10.18	10.18 4100-042400-5408-	-	-
		229.58	229.58 *		
1/03/2022 1/03/2022 004916 FRANCIS DAVID	01032022	33.20	33.20 4100-011010-5501-	-	-
		33.20	33.20 *		
1/03/2022 11/08/2021 000854 GALL'S, LLC	19711429	30.48	30.48 4100-031020-5409-	-	-
1/03/2022 11/23/2021 000854 GALL'S, LLC	19829060	15.84	15.84 4100-031020-5409-	-	-
		46.32	46.32 *		
1/03/2022 12/17/2021 004381 GILMER KATIE	12172021 10	117.91	117.91 4100-073010-5413-	-	-
		117.91	117.91 *		
1/03/2022 12/09/2021 004547 GUERNSEY	12092021	18.53	18.53 4100-021010-5401-	-	-
		18.53	18.53 *		
1/03/2022 12/18/2021 004713 HESS CASSANDRA	12182021	50.00	50.00 4100-022020-5401-	-	-
		50.00	50.00 *		
1/03/2022 11/29/2021 003859 HESS DONNA	11292021	48.00	48.00 4100-013010-3002-	-	-
1/03/2022 12/15/2021 003859 HESS DONNA	12152021	144.00	144.00 4100-013010-3002-	-	-
		192.00	192.00 *		
1/03/2022 12/06/2021 000314 HUFFMAN'S TIRE	12062021	8.00	8.00 4100-031020-5408-	-	-
		8.00	8.00 *		
1/03/2022 12/10/2021 003866 INNOVATIVE TECH	12765	90.00	90.00 4100-012300-3002-	-	-
1/03/2022 12/15/2021 003866 INNOVATIVE TECH		1,404.00	1,404.00 4100-012300-3002-	_	_
1/03/2022 12/15/2021 003866 INNOVATIVE TECH		1,350.00	1,350.00 4100-012300-3002-	_	-
1/03/2022 12/15/2021 003866 INNOVATIVE TECH		75.00	75.00 4100-012300-3002-		_
1/03/2022 12/15/2021 003866 INNOVATIVE TECH		262.50	262.50 4100-012300-3002-		<u>-</u> .
1/03/2022 12/15/2021 003866 INNOVATIVE TECH		37.50	37.50 4100-022010-5415-		_
1/03/2022 12/15/2021 003866 INNOVATIVE TECH		37.50	37.50 4100-012300-3002-	-	_
1,03,2022 12,13,2021 003000 1MCVM11VB 1BCM	3033	3,256.50	3,256.50 *		
1/03/2022 11/10/2021 000331 J A STREET & AS	6	90,441.30	90,441.30 4100-094010-8029-	_	_
1/03/2022 11/10/2021 000331 0 A SIREET & AS	0	90,441.30	90,441.30 *		
1/03/2022 12/14/2021 004835 JIM'S PERCISION	10292021	2,471.86	2,471.86 4100-099000-5000-	_	-
1/03/2022 12/14/2021 004835 JIM'S PERCISION 1/03/2022 12/14/2021 004835 JIM'S PERCISION		500.00	500.00 4100-031020-5408-		_
1/03/2022 12/14/2021 004033 01m S PERCISION	10272021		2.971.86 *		
1/02/0000 11/16/0001 002045 WENDERS BEEGEDT	0110067040 001	2,971.86	- <b>,</b> - · · - · - ·	_	_
1/03/2022 11/16/2021 003245 KENDALL ELECTRI	311036/343.001	160.78	160.78 4100-043020-5407-	-	
1/02/0000 10/04/0001 0001:0 ****************************	1500	160.78	160.78 *		
1/03/2022 12/04/2021 002142 KESTNER MAX	1580	157.65	157.65 4100-043020-5407-	-	-
1/03/2022 12/12/2021 002142 KESTNER MAX	1583	75.00	75.00 4100-043020-5407-	-	-
		232.65	232.65 *		

DUE DATE INV.DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT G/L ACCOUNT			P.O.#
1/03/2022 12/23/2021	004546 LEAF	12692676	10	175.34	175.34 4100-073010-3002-	-	-	
				175.34	175.34 *			
1/03/2022 12/01/2021	000367 LEBANON BLOCK &	458180	10	18.38	18.38 4100-073010-5401-	_	_	
	000367 LEBANON BLOCK &			12.19	12.19 4100-022010-5415-	_	_	
_,,,,,				30.57	30.57 *			
1/03/2022 10/26/2021	003051 LIGHTHOUSE SUPP	10269139		480.00	480.00 4100-043020-5407-	_	_	
	003051 LIGHTHOUSE SUPP			160.00	160.00 4100-043020-5407-			
						-	_	
1/03/2022 12/01/2021	003051 LIGHTHOUSE SUPP	11238840		179.70	179.70 4100-043020-5407-	_	_	
				819.70	819.70 *			
1/03/2022 12/20/2021	004255 MAGGARD SALES &	94623		563.09	563.09 4100-042010-3009-	-	-	
				563.09	563.09 *			
1/03/2022 11/30/2021	003374 MCMASTER-CARR S	69127300		20.65	20.65 4100-043020-5407-	-	-	
				20.65	20.65 *			
	003387 MOBILE COMMUNIC			70.00	70.00 4100-031020-7003-	-	-	
1/03/2022 12/01/2021	. 003387 MOBILE COMMUNIC	80073955		855.00	855.00 4100-031020-7003-	-	-	
1/03/2022 12/01/2021	003387 MOBILE COMMUNIC	80075063		1,529.05	1,529.05 4100-032050-3005-	-	-	
				2,454.05	2,454.05 *			
1/03/2022 12/02/2021	003123 O'REILLY AUTO P	1943-438168		2,000.70	2,000.70 4100-031020-5408-	-	-	
	003123 O'REILLY AUTO P			75.02	75.02 4100-031020-5408-	_	-	
	003123 O'REILLY AUTO P			24.31	24.31 4100-031020-5408-		_	
	003123 O'REILLY AUTO P			21.53	21.53 4100-031020-5408-		_	
	003123 O'REILLY AUTO P			12.99	12.99 4100-031020-5408-		_	
	003123 O'REILLY AUTO P			27.99	27.99 4100-043020-5408-			
1/03/2022 12/16/2021	. 003123 O'REILLE AUTO P	1343-433/61			2.162.54 *	_	-	
1/02/0000 10/12/0001		10130001		2,162.54	•			
1/03/2022 12/13/2021	000904 OLD DOMINION PO	12132021		21.81	21.81 4100-071040-5103-	-	-	
				21.81	21.81 *			
1/03/2022 12/17/2021	. 003016 PURCHASE POWER	12172021		1,086.94	1,086.94 4100-021060-5201-	-	-	
				1,086.94	1,086.94 *			
1/03/2022 11/21/2021	. 003367 QUADIENT FINANC	11212021		292.90	292.90 4100-031020-5201-	-	-	
				292.90	292.90 *			
1/03/2022 11/18/2021	. 002812 RICOH AMERICAS	5063260851	10	4.42	4.42 4100-073010-3002-	-	-	
				4.42	4.42 *			
1/03/2022 12/02/2021	. 004886 RICOH USA INC	105656276	10	86.94	86.94 4100-073010-3002-	-	-	
				86.94	86.94 *			
1/03/2022 12/03/2021	. 000578 RUSSELL COUNTY	12032021		184,587.50	184,587.50 4100-035030-3001-	-	-	
1/03/2022 1/04/2022	000578 RUSSELL COUNTY	01042022		92,293.75	92,293.75 4100-035030-3001-		-	
1/03/2022 12/03/2021	000578 RUSSELL COUNTY	12032021.		184,587.50-	184,587.50- 4100-035030-3001-	_	_	
				92,293.75	92,293.75 *			
1/03/2022 11/08/2021	004632 RUSSELL COUNTY	11082021		94.50	94.50 4100-071040-5103-	_	-	
	004632 RUSSELL COUNTY			31.25	31.25 4100-071040-5103-	_	_	
_,,,,,				125.75	125.75 *			
1/03/2022 8/31/2021	003554 S.E.P.T.I.C. IN	51036		53.60	53.60 4100-094010-7056-	_	_	
	. 003554 S.E.P.T.I.C. IN			40.00	40.00 4100-094010-7056-		_	
	. 003554 S.E.P.T.I.C. IN			50.20	50.20 4100-094010-7056-		_	
1/03/2022 10/29/2021	. 003554 S.E.P.I.I.C. IN	21026		143.80	143.80 *	_	_	
1 /02 /0000 10 /00 /000	000000 GUENTET							
1/03/2022 12/02/2021		12022021		156.42	156.42 4100-031020-5409-		-	
1/03/2022 12/16/2021		12162021		117.23	117.23 4100-013020-5413-		-	
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1/03/2022 12/01/2021	002498 SOUTHWEST VIRGI	3Q FY 2022		581,096.19		4100-033010-3009-	-	-	
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	000977 TOP LINE ADVERT			130.00		4100-031020-5410-		-	
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				199.85	199.85 *	r			
1/03/2022 12/23/2021	004359 TRUCKPRO HOLDIN	254-0167339		15.19	15.19	4100-042400-5408-	-	-	
				15.19	15.19 *	•			
1/03/2022 1/01/2022	000729 VEBA	2022		180.00	180.00	4100-011010-5801-	-	-	
				180.00	180.00 *	•			
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				3,351.82		•			
1/03/2022 11/01/2021	000758 WALLACE FURNITU	130590		23.34	23.34	4100-043020-5407-	-	_	
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AP060 12/28/2021

#### A/P CASH REQUIREMENTS PRE-LIST COMPANY #-001 FUND#4211 PAGE 6

AP060 12/28/2021 A/P CASH REQUIREMENTS PRE-LIST COMPANY #-001 FUND#4839 PAGE 7

DUE DATE INV.DATE VENDOR 1/03/2022 12/30/2021 000732 APPALACHIAN	INVOICE	CLASS	GROSS AMT. 407.67		G/L ACCOUNT 4839-083990-5102-	_	_	P.O.#
±, · · · , · · · · · · · · · · · · · · ·			407.67	407.67	*			
1/03/2022 12/09/2021 003586 THI	37020		475.00	475.00	4839-083990-5407-	-	-	
			475.00	475.00	*			
TOTAL FOR DUE	DATE 1/03/2022		882.67	882.67				
TOTAL DUE FOR	FUND- 4839		882.67	882.67				
NON-DIRECT DEP	OSIT		969,999.88	969,999.88				
DIRECT DEPOSIT			.00	.00				
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FINAL DUE			969,999.88	969,999.88				
				.00				



Meeting: 1/3/22 6:00 PM Action Item D-3

Presenter: Chairperson

# **Approval of Pre-Authorized Expenditures**

Request authorization of the County's Pre-Authorized Payment of Monthly Expenditures:

The list of general expenditures the Board approves annually to ensure the County complies with the Virginia Procurement Act which requires all expenditures to be within 30 days or within the terms of the contracts. The expenditures are monthly operational expenditures or approved contracts:

Reoccurring Monthly, Quarterly, Semi-Annual, and Annual Operational Expenditures (i.e. Utilities, Credit Card Payments, Facility/Park/Vehicle Maintenance, Withholding payments (payroll), Debt service, and Contracts)

#### STAFF RECOMMENDATION(s):

Board Discretion.

#### SUGGESTED MOTION(s):

Motion to authorize the County's Pre-Authorized Payment of Monthly Expenditures.

#### **ATTACHMENTS:**

None



Meeting: 1/3/22 6:00 PM

Action Item: D-4 Presenter: Chairperson

# **Board Appointments**

**Budget/Finance Committee** 

Rebecca Dye One-Year Term Tim Lovelace One-Year Term

**Finney Community Center** 

David Compton Two-Year Term Edward Tiller Two-Year Term



Action Item
Presenters - Attorney

Meeting: 1/3/22 6:00 PM

# **County Attorney Reports**

- 1. Noise Ordinance
- 2. RC Employee Insurance Retirement Program
- 3. CIFA Executive Director Contract

Board Discretion.

Suggested Motion:

Motion Required.

#### **ATTACHMENTS:**

Various

# **Russell County Board of Supervisors**

#### INSURANCE RETIREMENT PROGRAM

The Russell County Board of Supervisors agrees to participate in the following hospitalization benefits for retirees:

#### **Eligibility:**

- 1. Employees who are members of the Virginia Retirement System and are eligible to retire.
- 2. The employee must be at least age 50 but must not have reached the age of Medicare Insurance.
- 3. The employee must have fifteen (15) years of service with the Russell County Board of Supervisors including the ten (10) years immediately preceding retirement.
- 4. Retirement application for any option will be within 90 days of an effective retirement date. Employees approved by the Virginia Retirement System to receive disability benefits at any time during the calendar year will be eligible for any option with an effective date to coincide with their retirement thru the Virginia Retirement System.

# **Plan Option**

The retiree agrees to trade, without pay, a minimum of 25 days of **unused** accumulated sick/personal leave balances per calendar year at retirement date or a total of 175 days over a seven-year period, in exchange to pay a percentage of the health insurance premium up to seven years or until the retiree reaches the age of Medicare insurance, whichever comes first. The retiree will be allowed to trade **unused accumulated <u>sick/personal leave</u>** days for days required. The percentage is based on total years of service listed below:

15 years service60%	of insurance paid by the board
16-20 years service65% o	of insurance paid by the board
21-24 years service70% o	of insurance paid by the board
25-29 years service80% o	of insurance paid by the board
30+ years service85%	of insurance paid by the board

The board would pay the percentage for single healthcare plan policies for the retiree. Employee Plus One and Family coverage (retiree, spouse, and siblings or retiree and siblings) would require the retiree to pay the difference between the cost of a

single plan and the cost of an employee plus one or a family healthcare plan. The hospitalization insurance must be through the group insurance plan purchased by the Russell County School Board for the regular employees and will be subject to all the rules and regulations governing this policy.

In the event the retiree becomes deceased during the contract period before all days are purchased, the spouse/dependent/estate administrator of the deceased retiree would receive the unused accumulated balances of sick/personal leave remaining. The reimbursement will be equal to the rate paid for unused sick/personal leave at the time of retirement.

#### **Application Procedures**

Employees who wish to participate in the Retirement Incentive Program (the "Program") should submit an application to the Russell County Administration within 90 days prior to the anticipated date of retirement.

#### Revocability

Applicants for the program may withdraw their applications upon request. Failure to meet the yearly minimum purchase requirement could result in the revocation of insurance benefits.

#### Rescinding of Program

This policy is subject to appropriations by the Russell County Board of Supervisors. Intent to rescind the policy will be published at the regular monthly Board meetings preceding the Board Meeting at which a vote is to be taken. In the event, the plan is rescinded, participants already in the plan will continue to receive benefits.

This **CONTRACT FOR SERVICES** ("Agreement"), made in duplicate originals this 15th day of January , 2022, by and between the CUMBERLAND INDUSTRIAL FACILITIES AUTHORITY, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "CIFA," and Jennifer R. Pike, hereinafter referred to as "Contractor".

#### **RECITALS**

**WHEREAS,** CIFA is a political subdivision of the Commonwealth of Virginia created for the purpose of promoting and developing industry within Russell, Buchanan, Tazewell, and Dickenson Counties of Virginia pursuant to Section 15.2-6400 et seq. of the Code of Virginia (1950), as amended.

**WHEREAS,** Both CIFA and Contractor desire that Contractor provide services in assisting Buchanan County, Dickenson County, Russell County, and Tazewell County with economic and industrial development to improve the lives of all citizens in the Coalfields, but as a condition thereto, CIFA requires that Contractor covenant and agree as herein after provided.

**IN CONSIDERATION** of awarding the contract for services to Contractor and the promises and of the mutual covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

#### **AGREEMENT**

- a. The term of this contract shall commence on January 15, 2022, and shall continue until January 15, 2023. This contract shall not be automatically renewed and is expressly subject to the appropriation of funds by Buchanan County, Dickenson County, Russell County, and Tazewell County. It shall be a prerequisite for the Board of Supervisors from each county to appropriate funding.
- b. Contractor hereby agrees to devote her best efforts and full time to the serve the four counties in procuring and expanding economic and industrial development in the four-county region.
- c. Contractor agrees to abide by the general standards and policies established by CIFA. Contractor agrees to use due diligence and best efforts to perform in accordance with and obey such ethical mandates and all statutes, rules and regulations covering any service that she may render during the term of this contract hereunder. Contractor agrees that continuation on this contract for the entire term listed above is contingent upon successful performance of her duties.
- d. Contractor understands and agrees she has no authority to enter any contract binding CIFA, or to deliberately create any obligations on behalf of CIFA unless specifically authorized by the CIFA Board of Directors to do so.

- 1. **Confidentiality.** Contractor recognizes and acknowledges that CIFA's trade secrets, confidential information, and proprietary information, including computer data and programs (collectively "Confidential Information"), are valuable, special, and unique assets of the CIFA, access to and knowledge of which are essential to the performance of Contractor's duties. Contractor will not, before or after termination of this contract, in whole or in part, disclose such Confidential Information to any person or entity for any purpose whatsoever, nor shall Contractor make use of such Confidential Information for Contractor's own purposes or for the benefit of any person or entity other than CIFA under any circumstances before or after termination of this contract. Provided, however, that this prohibition shall not apply after termination of this contract with CIFA to Confidential Information that has become publicly known through no action on Contractor's part. Contractor shall consider and treat as CIFA's property all memoranda, books, records, papers, letters, computer data or programs, or prospective business lists, including, but not limited to, any copies thereof in any format, which in any way relate to CIFA's business or affairs, financial or otherwise, whether created by the Contractor or coming into Contractor's possession. Contractor shall deliver the same to CIFA on the date of termination of this contract, or on demand of CIFA at any earlier time.
- 2. Duties and Responsibilities. The duties and responsibilities of the Contractor shall include but not be limited to: being responsible for creating and coordinating with the CIFA Board Chairman or his/her designee the agenda for the quarterly or a special called CIFA Board of Directors Meeting; informing and engaging public and private stakeholders of economic development activities and successes through effective, consistent, and frequent dialogue; encouraging public and private stakeholder engagement when considering tactical approaches to executing organizational objectives; coordinating programs and personnel activities with external stakeholders, and with local, community, state and federal agencies; maintaining the image in the community by representing CIFA in written and oral presentations, including primary responsibility for all media contacts; representing CIFA on community, regional, state, and national associations and organizations on issues of mutual concern. Coordinates with various agencies to assure CIFA's best interest is being served; executing the Board of Directors mission, goals and strategies as well as special projects as appropriate; developing new plans and programs to increase the CIFA's ability to enhance job creation and retention in the Coalfield Region; coordinating annual business expansion, retention and recruitment efforts and responds to opportunities and is accountable for associated metrics; analyzing the feasibility of proposed projects including financial and economic impact analysis; researching and compiling demographic and economic data in response to inquiries from prospective businesses; preparing development proposals to private development companies and businesses; coordinating with various businesses, agencies, community organizations, and incorporated communities' and counties' departments to conduct presentations and site tours for the purposes of identifying, attracting, and promoting the four counties to new businesses and industries; working closely with regional economic development organizations, workforce providers, educational institutions, and the business community in promoting the incorporated communities and Counties; directing the CIFA finance programs, including writing and or participating in the development of grant applications; working with the Board in preparing and recommending the annual budget, analyzing future needs, estimating resource requirements, and making determinations as to appropriate allocations of resources for consideration and approval of the Board of Directors; preparing or approving all reports, applications, proposals, and any other significant written presentations; developing sources of revenue and controls costs consistent with resources and organizational goals and objectives; facilitating the activities of the Board of Directors by recommending meeting agenda items, and advising and assisting in setting and evaluating overall organizational goals; and other special assignments designated by the Board of Directors.

- **3. Compensation.** The Contract shall pay unto Contractor the sum of **ONE HUNDRED AND TWENTY THOUSAND DOLLARS (\$120,000.00)**. The compensation shall be payable in monthly installments. The above compensation is the total amount to be paid to Contractor during the term of this Contract. There shall be no reimbursement made in addition to the above-referenced sum for any expenses, including but not limited to mileage, lodging, and any other incidental expenses.
- **4. Termination of Contract.** This Contract may be terminated upon thirty (30) days' written notice by CIFA or the Contractor, timely provided to the other party. Should this Contract be terminated for convenience rather than cause, CIFA shall provide compensation *pro rata* for the period in which the Contract was terminated.
  - a. CIFA may, at any time with or without notice, terminate the Contract for cause that shall include but not be limited to the following grounds: (1) fraud, misrepresentation, embezzlement, or similar acts of dishonesty committed by the Contractor: (2) Contractor's conviction of a felony; (3) Contractor's illegal use of drugs or use of alcohol while representing CIFA; (4) disclosure of Confidential Information as defined in this Contract; (5) failure to comply with the duties and obligations contained in this Contract.
  - b. If this Contract is terminated for cause, the Contractor shall not receive compensation for services after the Contractor is sent notification that the Contract shall be terminated for cause.
  - c. Upon termination of this Contract, Contractor must return all Authority property, documents, and/or materials possessed by Contractor to the then Chairman of CIFA or to CIFA's then Administrator, within fourteen (14) days of the date of the termination of this contract.
- **5. Effective Date.** The effective date of this Agreement shall be January 1, 2022. This Agreement is for period of twelve (12) months and shall terminate on December 31, 2022. However, said Agreement is terminable by CIFA, with or without cause, at any time, with or without notice subject to terms contained in this Agreement.
- **6. Warranties.** Contractor represents and warrants that she has taken no proprietary, trade secret, or confidential information from any prior Employer, and will not knowingly disclose such information to CIFA, or improperly use any such information of which she had knowledge on behalf of any prior employer. Contractor further warrants to CIFA that she is not bound by any non-competition, non-solicitation, or non-disclosure agreement that would preclude, limit, or in any manner affect her contract with CIFA, and that by entering into this Agreement with CIFA she is not violating the terms or conditions of any such agreement or any other agreement from any previous employment or association.
- **7. Successors and Assigns**. The rights and obligations of CIFA under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of CIFA. Contractor shall not be entitled to assign any of her rights or obligations under this Agreement.
- **8. Amendments**. No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by Contractor and by an authorized person designated by CIFA. Accordingly, Contractor and CIFA agree that no representation contrary to the terms of this Agreement is valid and that this Agreement may not be augmented, contradicted, or modified in any way, except by a writing signed by Contractor and an authorized person designated by CIFA.

- **9. Separate Terms/Severability**. Each term, condition, covenant or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant or provision shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remaining provisions shall continue in full force and effect.
- **10. Waiver**. A waiver by either party of a breach of provision(s) of this Agreement shall not constitute a general waiver or prejudice the other party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement.
- **11. Attorney's Fees**. If Contractor breaches this Agreement or if litigation or other legal proceeding relating to this Agreement occurs as a result of Contractor's actions, CIFA shall be entitled to recover (in addition to any other relief awarded or granted) its reasonable costs and expenses, including attorneys' fees and costs incurred in such litigation or proceeding from Contractor. This shall include but not necessarily be limited to any collection proceeding that CIFA may pursue against Contractor.
- **12**. **Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing, sent by mail to her residence in the case of Contractor, or hand delivered to the Contractor, and, in the case of CIFA, to its current Chairman.
- **13. Acknowledgment.** Contractor acknowledges that she has been advised by CIFA to consult with independent counsel of her own choice, at her expense, concerning this Agreement; that she has had the opportunity to do so; and that she has taken advantage of that opportunity to the extent that she desires. Contractor further acknowledges that she has read and understands this Agreement; is fully aware of its legal effect; and has entered into it freely based on her own judgment.

The Contractor acknowledges that the Contractor is an independent contractor and not an employee of CIFA. The Contractor is empowered to control her own means and methods; provide her own equipment; and set her own work hours. The Contractor is responsible for any insurance coverage necessary for her person or her equipment. CIFA shall not provide any health insurance, retirement benefits, workers' compensation coverage, or other fringe benefits commensurate with employment. The only compensation received by Contractor shall be the compensation specifically stated within the Contract.

- **14. Entire Agreement.** Contractor acknowledges receipt of this Agreement and agrees that this Agreement represents the entire Agreement with CIFA concerning the subject matter expressed herein, and supersedes any previous oral or written communications, representations, understandings or Agreements with CIFA or any agent thereof.
- **15. Jurisdiction and Venue.** The parties hereto agree that in the event that this Agreement need be construed or interpreted in any way as a result of litigation all matters pertaining hereto shall be brought exclusively in the Circuit Court of Russell County, Virginia.
- **16. Indemnification.** By signing this Contract, the Contractor does hereby agree to indemnify and hold CIFA harmless from any and all claims or damages, from whatever cause of action derived, by the Contractor or by third parties, arising from the services provided under this Contract.
- **17. Severability.** Should any paragraph of this Contract be determined to be unconstitutional, unenforceable, void, or otherwise invalid, such defect shall not impair the remaining paragraphs of the Contract and the Contract shall remain and endure as if the defective paragraph were stricken from the Contract.

IN WITNESS WH	EREOF, the parties have executed this Agreement on the
day of	, 2022.
	CUMBERLAND INDUSTRIAL FACILITIES AUTHORITY
	All III and II
	Chairman
	Chairman
	Contractor
STATE OF VIRGI	
COUNTY OF	, to-wit:
The forego	oing instrument was acknowledged before me by
Facilities Authori	, Chairman of the Cumberland Industrial
day of	ty, in his capacity as Chairman and agent of the Authority on this
My Commi	ssion expires:
-	
	Notary Public
	•

, to wit:
ent was acknowledged before me byContractor, this day of _, 2022.
s:
Notary Public

Jennifer R. Pike

4323 Meredith Creek Drive Glen Allen, Virginia 23060 Cell 276-614-5100

November 11, 2021

**Cumberland Industrial Facilities Authority, Hiring Committee** 

137 Highland Drive

Lebanon, Virginia 24266

**Dear Hiring Committee:** 

I am submitting my letter of intent along with my resume and references for the Executive Director position with the Cumberland Industrial Facilities Authority. I am a Southwest Virginia native with extensive state service working in the Virginia Legislature and the Executive Branch of Government. These experiences along with my education and diverse working knowledge of economic growth and development have afforded me a unique skill set that makes me an excellent choice for this position.

Your job announcement indicated you were seeking someone with the ability to provide proper strategic direction as well as implementing high-quality vision to serve the Board of Directors. An example that I would like to share is that I developed a resolution for Veterans and Service Members by leading an initiative to establish a Community Based Outpatient Clinic in Tazewell, Virginia which serves 1,800 service-connected members over a wide geographic region. This was a twofold initiative as it provided vital health care services to those who served our country as well as provided an economic boost for our local community hospital. This initiative was the first of its kind in the state of Virginia and has continued to grow each year since inception.

Furthermore, I am highly confident that my resume exceeds the minimum requirements for this position as advertised.

I am extremely excited and look forward to further discussing my qualifications. Thank you for your time and consideration.

Warmest Regards,

Jennifer R. Pike Jennifu R. Pike

#### Jennifer R. Pike

4323 Meredith Creek Drive ~ Glen Allen, Virginia 23060 ~ Cell 276-614-5100 ipike4321@yahoo.com

#### Education

#### Liberty University, Lynchburg, Virginia

Bachelors of Science – Multidisciplinary Studies; Minor Public Administration Masters of Public Administration – (18 credit hours complete)

#### Southwest Virginia Community College, Richlands, Virginia

Associates of Applied Science – Business Administration Associates of Applied Science – General Studies Associates of Applied Science – Education Associates of Applied Science -- Psychology

#### **Professional Experience**

#### **Department of General Services**

July 2018 to Present

Policy and Legislative Specialist/Accounts Payable Manager Develop and prepare legislative decision packages for agency proposed and introduced legislation, including budget decision packages. Review, analyze and develop position papers on legislative proposals. Legal research and analysis. Serve as legislative liaison and meet with General Assembly Members during and out of General Assembly session. Work with DGS service and administrative areas on business process activities and practices to address issues impacting operations and to develop solutions to improve efficiencies and effectiveness. Assist DGS service areas in the development, implementation, sustainment, and enforcement of their policies and procedures and strategic plan. Extensive work with the legislative, budget, and regulatory process. Manage, coordinate and staff the Art and Architectural Review Board during monthly meetings. Served as liaison between architects, project managers and board members to review project renderings, schematics, and materials. Made recommendations to improve the process in which the board reviewed and made decisions on all state-owned facilities. Because of my previous accounting and budgeting experience, during the COVID pandemic, the DGS Directors office ask that I assist in the Fiscal Office due to a staffing shortage. I am currently serving as the Accounts Payable Manager.

Legislative Aide, Districts 21, 39 and 38 (Roanoke, Fairfax, and Tazewell) Possess in depth knowledge of state governmental principles. Proven organizational and leadership abilities. Have extensive experience with government relations, policy analysis, organizational and analytical skills, verbal and written communication skills to include interviews, extensive public speaking, interpretation of state and federal laws, proven strategic management and leadership, multitask under strict deadlines, daily work with private, local, state and federal organizations to mandate and promote service delivery, monitor and analyze legislation, legal research and analysis, manage frequent and varied contacts in order to adapt resolutions for program successes, perform long-range program planning and development, work with accuracy and attention to detail, monitor program performances and service deliveries. Extensive collaboration with Cabinet level Secretariats of the Executive Branch. Extensive analytical out-of-the-box thinking to solve a myriad of problems as relayed by constituents within the communities we served. Extensive experience in networking with constituents and other elected officials serving localities. Collaborated with local and state Boards and Authorities such as VECEDA, The Virginia Tobacco Region Revitalization Commission, USDA and VEDP. Provided direction and guidance to the business and private sector on growth opportunities for business and industry on the local, state, and federal levels. Served as a liaison for Virginia Economic Development Partnership and lead a team of business professionals to the United Arab Emirates to secure economic development opportunities.

#### **Town of Tazewell Council**

January 2017 to November 2018

Elected Council Member, Town of Tazewell

One of 6 who assisted in governing and overseeing the daily operations of the Town of Tazewell. Strong understanding of economic development finance. Frequent public speaking. Proven collaboration with diverse constituent groups. Grant funding was secured to revitalize the Main Street corridor in the Town of Tazewell. As part of the revitalization process, we established a plan to show performance measures on return of investment. Established and approved a multimillion-dollar budget, secured businesses for economic growth, developed policies and procedures, assisted with state procurement process and requirements, secured grant funding, and provided a continuous networking with constituents that I served.

#### **Southwest Virginia Community College**

**August 2009 to June 2010** 

Title III Administrative and Office Specialist III

Performed daily tasks associated with the management of the Title III grant program. Performed grant writing and reporting. Trade Show Representative. Collaborated with other team members to develop and deliver quality training materials to grant recipient programs. Administered a multimillion-dollar 5 year state/federal budget and assisted with the state procurement process.

#### Clinch Valley Printing Co., Inc.

October 1988 to August 2009

**Vice President of Operations** 

Served as Administrator/Manager of all aspects of the printing company. Managed 25 employees daily and implemented a variety of programs from time management, employee relations, and human resources to public relations. Worked extensively developing and implementing new employee programs. Served as the training officer for all new equipment, software, and OSHA related compliance.

#### **Community Service Work**

**Projects** 

#### **Tazewell Veterans Care Clinic (CBOC)**

Responsible for development of strategies that established a Veterans Care Clinic (CBOC) located inside Carillion Tazewell Community Hospital. I met with local, state, and federal officials to solicit the idea and presented a plan to develop the clinic. I worked with different organizations to establish plans for the care and transportation of Veterans from over a wide geographic region. This clinic not only provided care for Veterans, but it also provided much needed revenue and employment to Carillion Tazewell Community Hospital. This clinic is currently growing and providing more diagnostic testing than its inception.

#### **Tazewell Train Station Revitalization**

Served as Repurposing Committee Chairman. Worked extensively planning, organizing, grant writing and getting the station on the State and National Registers of Historic Places. Promoted the project and held various events to gain support and attention to the station. The Tazewell Train Station is currently thriving and serving as a community welcome/information center as well as serving as a public meeting space.

#### **International Trade Mission to United Arab Emirates**

Served as a liaison for the Commonwealth of Virginia Economic Development Partnership during an International Trade Mission to the Middle East (UAE) in the fall of 2018. This trade mission served a Roanoke area who manufactured body armor for the military and law enforcement industries. This trade mission was successful, and the company has now grown by 130 employees and is looking for future expansion.

#### **Budget Management Experience**

Clinch Valley Printing Co., Inc.

Southwest Virginia Community College, Title III

**Edwards for Senate 2016 Campaign Fund** 

Town of Tazewell Council

1.7 million Annually

25 million/5 Year Grant

2.8 million/8 months

18 million Annually

#### **Community Service**

**Tazewell Rotary Club** 

Town of Tazewell

**Tazewell Chamber of Commerce** 

**Tazewell County Enterprise Zone Committee** 

Town of Tazewell Train Station Revitalization

Phi Theta Kappa

Jeffersonville Women's Club

Paul Harris Fellow Award Recipient

**Elected Council Member** 

**Past Board Member** 

**Appointed 2016-2018** 

Chairman, Repurposing Committee

Member

**Past Member** 

#### References

Mr. Norvell West

**Business Owner** 

540-353-4856

Ms. Brittany Whitley

**State Government** 

434-509-9228

Mr. Todd Day

Local Government

304-888-2700



#### **Board of Supervisors** 137 Highland Drive Lebanon, VA 24266

Meeting: 1/3/22 6:00 PM

Action Item F-1 – F-7 Presenter: Administrator

#### **County Administrator Reports & Requests**

The County Administrator Reports & Request for January 2022:

#### **REPORTS**

Various

1.	2022 VACo & Virginia Rural Center Rural Caucus Reception	.F-1
2.	State and Local Economic Interests and Financial Disclosure Statements	.F-2
3.	Project Jonah Interjurisdictional Agreement	F-3
RE	<u>EQUESTS</u>	
4.	RC Litter Officer Advertisement	F-4
<b>5</b> .	DCJS Violence Against Women's Act Grant (\$62,009)	.F-5
6.	DCJS 2021 Mitigating COVID-19 Pandemic Risk (\$47,189)	.F-6
<b>7</b> .	RC Sheriff Vehicle Surplus	.F-7
;	STAFFRECOMMENDATION(s):	
I	Board Discretion.	
;	SUGGESTED MOTION(s):	
E	Board Discretion.	
	ATTACHMENTS:	

## 2022 RURAL CAUCUS RECEPTION

## WEDNESDAY, FEBRUARY 2, 2022

OMNI RICHMOND HOTEL | 5:30PM-8PM



\$75 per person through January 28
\$90 per person January 29 and later | \$90 at the door
Early Registration Deadline is January 28
Room block at the Omni Richmond Hotel closes on January 11

TITLE:

NAME:		TITLE:		
NAME:		TITLE:		
EMAIL:				
COUNTY/ORGANIZATIO	N:			
MY GUEST'S NAME: (ad	ld \$75)			
PAYMENT INFORM	1ATION			
CHARGE OPTIONS:	VISA	American Express	MasterCard	Discover
CREDIT CARD NUMBER	2:			
EXPIRATION DATE:				
NAME ON THE CARD:_				
CONTACT PHONE:		CONTACT EMA	AIL:	

Hotel Reservation Details: Lodging costs are not covered in the registration fee. The Chairpersons' Institute is held at the Omni Richmond Hotel, 100 South 12th Street, Richmond, VA 23219. Room rates start at \$162 (single room occupancy). To reserve a hotel room, call 804.344.7000 by January 11, 2022, with this code: Government Legislative Day 2022 Group or reserve a room at this Omni Richmond Hotel link.

Fax completed registration form with credit card information to 804.788.0083.

PLEASE CONTACT
VALERIE RUSSELL AT
VRUSSELL@VACO.ORG
WITH ANY QUESTIONS.

NAME:

Or please make check payable to VACo. Mail check and completed registration form to 1207 East Main Street, Richmond, VA 23219.



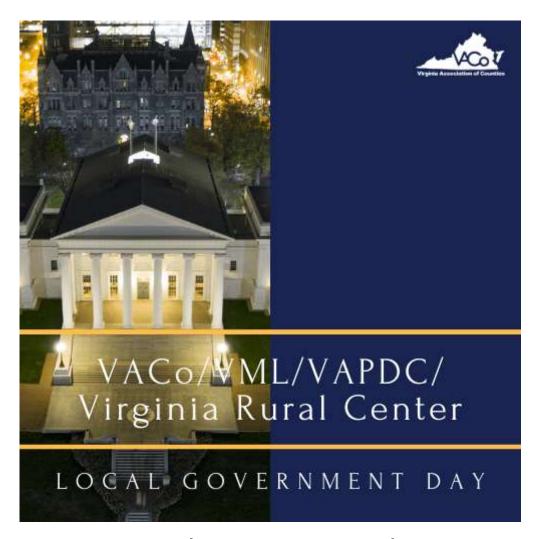




### 2022 Local Government Day

FEBRUARY 3, 2022 @ 11:00 AM - 2:00 PM

#### **Advocate for Counties**



Thursday, February 3, 2022 | Omni Richmond Hotel | REGISTRATION FORM | REGISTER ONLINE

#### **Local Government Day**

It's a day for all of us. Counties. Cities. Towns. Planning Districts. It's a day for us to learn how the decisions being made by the General Assembly might affect us. And it's a day to make our voices heard. Attend Local Government Day. Then visit the Capitol to meet with your legislators and observe committee meetings. Later join us for a reception.

#### **Registration Fee**

\$100 Day Briefing only (Noon – 2pm) \$100 Reception only (530pm) \$150 for both | \$175 late registration

#### **AGENDA**

9am - VACo Board of Directors Meeting

**11am –** Registration/Check In

**1130am –** Lunch

**Noon -** Local Government Day

**Afternoon –** Visit the Capitol to speak with legislators

530pm - Reception

#### **Hotel Reservation Details**

Lodging costs are not covered in the registration fee. Local Government Day is held at the Omni Richmond Hotel, 100 South 12th Street, Richmond, VA 23219. Room rates start at \$162 (single room occupancy). To reserve a hotel room, call 804.344.7000 by January 24, 2022, with this code: **Government Legislative Day 2022 Group** or reserve a room at this **Omni Richmond Hotel** link.

#### REGISTRATION FORM | REGISTER ONLINE

**Details** Organizer

**Date**: VACo

<u>February 3, 2022 (2022-02-</u> <u>93)</u> **Phone:**804.788.0083

Time: Website:

11:00 am - 2:00 pm http://vaco.org/education/supervisor-

**Event Category:** certification/

**Featured** 

Website:

https://www.vaco.org/legislative/county-

government-day/

#### Venue

Omni Richmond Hotel

VACo Event

100 South 12th Street Richmond, <u>VA (Virginia)</u> 23219 United States

+ Google Map

Website:

https://www.omnihotels.com/hotecounty-government-day-

« 2022 Rural Caucus Reception

2022 Chairpersons' Institute »

#### VIRGINIA ASSOCIATION OF COUNTIES

1207 East Main Street, Suite 300 Richmond, Va 23219-3627

Phone: 804.788.6652 Fax: 804.788.0083

## PROJECT JONAH INTERJURISDICTIONAL AGREEMENT FOR EROSION AND SEDIMENT CONTROL INSPECTION AND BUILDING INSPECTION

This **AGREEMENT** is dated and entered into this the \_\_\_\_ day of \_\_\_\_\_\_, 2022 by and between THE BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA, (herein, "Russell County") and THE BOARD OF THE SUPERVISORS OF TAZEWELL COUNTY, VIRGINIA, (herein, "Tazewell County"), both being political subdivisions of the Commonwealth of Virginia incorporated pursuant to Section 15.2-400 *et seq*. of the Code of Virginia (1950), as amended (herein collectively "the Counties").

#### WITNESSETH:

WHEREAS, Pure Salmon Virginia, LLC is a limited liability corporation sponsoring a private business initiative to create multiple aquaculture facilities in Tazewell County and Russell County for the growth, harvesting, and processing of salmon on a commercial scale heretofore not accomplished in the United States, including facilities ranging from fish hatcheries, to facilities for growing fish, to facilities for processing and packaging fish for wholesale, to facilities for commercialization of fish by-products (herein, "Project Jonah");

**WHEREAS**, in the construction of said aquaculture facilities, Project Jonah will conduct significant land-disturbing activities, which will displace greater than one million cubic yards (1,000,000 yd<sup>3</sup>.) of soil;

**WHEREAS**, land-disturbing activities that displace greater than ten thousand square feet (10,000 ft<sup>2</sup>.) of soil require erosion and sediment control permits, pursuant to Section 62.1-44.15:51 *et seq.* of the Code of Virginia (1950), as amended;

WHEREAS, both Russell County and Tazewell County have adopted Virginia Erosion and Sediment Control Programs (herein, "VESCP") and have become VESCP authorities, pursuant to Section 62.1-44.15:54 of the Code of Virginia (1950), as amended:

WHEREAS, the construction of said aquaculture facilities will require Project

Jonah to acquire building permits in Russell County and Tazewell County, pursuant to

Section 36-105 of the Code of Virginia (1950), as amended;

**WHEREAS**, Russell County has issued a *Request for Qualifications* for qualified vendors to conduct erosion and sediment control and industrial building services, for which interviews have been conducted, and upon which a contract will be awarded for these engineering services;

WHEREAS, pursuant to Section 62.1-44.15:54 of the Code of Virginia (1950), as amended, both Russell County and Tazewell County are entitled to implement fee schedules and charge fees pertaining to erosion and sediment control inspections;

WHEREAS, pursuant to Section 36-105 of the Code of Virginia (1950), as amended, both Russell County and Tazewell County are entitled to implement fee schedules and charge fees pertaining to industrial building inspections;

WHEREAS, pursuant to Section 62.1-44.15:58 of the Code of Virginia (1950), as amended, Russell County and Tazewell County, as VESCP authorities, are permitted to enter into agreements with adjacent jurisdictions to assist with the responsibilities of the Virginia Erosion and Sediment Control Law, being Section 62.1-44.15:51 *et seq.* of the Code of Virginia (1950), as amended, which includes review and determination of adequacy of erosion and sediment control plans;

WHEREAS, pursuant to Section 15.2-1300 of the Code of Virginia (1950), as amended, the power of industrial building inspections may be exercised jointly between Russell County and Tazewell County, and the Counties may enter into an agreement between them for jointly exercising said power;

WHEREAS, pursuant to the Regional Project Jonah Participation Agreement adopted by the Counties, dated October 27, 2020, the Counties desire that fees collected from erosion and sediment control inspections and industrial building inspection be collected and disbursed as Project Revenue, subject to the provisions of Article VI(C) as claims upon Project Revenue for infrastructure and capital expenses; and

**WHEREAS**, the Counties remain committed to assist Project Jonah in the creation of hundreds of jobs and millions of dollars worth of taxable assets throughout the region;

**NOW THEREFORE**, in order to carry out the purposes described herein, which will promote the development of Project Jonah for the mutual benefit of the Counties, the Counties hereby agree as follows:

(1) Pursuant to Section 62.1-44.15:58 of the Code of Virginia (1950), as amended, Russell County grants, authorizes, and otherwise empowers the Tazewell County Director of Engineering, and/or his agents and assigns, to enforce the provisions of the Virginia Erosion and Sediment Control Law, Section 62.1-44.15:51 *et seq*. of the Code of Virginia, and the Russell County VESCP, within the territorial limits of Russell County, Virginia, pertaining to Project Jonah.

- (2) Pursuant to Section 62.1-44.15:58 of the Code of Virginia (1950), as amended, Tazewell County grants, authorizes, and otherwise empowers the Russell County Engineer, and/or his agents and assigns, to enforce the provisions of the Virginia Erosion and Sediment Control Law, Section 62.1-44.15:51 *et seq*. of the Code of Virginia, and the Tazewell County VESCP, within the territorial limits of Tazewell County, Virginia, pertaining to Project Jonah.
- (3) Pursuant to Section 15.2-1300 of the Code of Virginia (1950), as amended, Russell County grants, authorizes, and otherwise empowers the Tazewell County Building Official, and/or his agents and assigns, to enforce the provisions of the applicable state and local building codes, pursuant to Section 36-97 *et seq*. of the Code of Virginia, and such ordinances adopted by Russell County, within the territorial limits of Russell County, Virginia, pertaining to Project Jonah.
- (4) Pursuant to Section 15.2-1300 of the Code of Virginia (1950), as amended,
  Tazewell County grants, authorizes, and otherwise empowers the Russell County
  Building Official, and/or his agents and assigns, to enforce the provisions of the
  applicable state and local building codes, pursuant to Section 36-97 *et seq*. of the
  Code of Virginia, and such ordinances adopted by Tazewell County, within the
  territorial limits of Tazewell County, Virginia, pertaining to Project Jonah.
- (5) All erosion and sediment control inspection fees shall be collected in the jurisdiction which such erosion and sediment control inspection occurred, regardless of which County's employees performed the erosion and sediment control inspection.

- (6) All industrial building inspection fees shall be collected in the jurisdiction which such industrial building inspection occurred, regardless of which County's employees performed the industrial building inspection.
- The terms and conditions of the *Regional Project Jonah Participation Agreement* adopted by the Counties, dated October 27, 2020, shall control and be binding upon the collection of erosion and sediment control inspection fees and industrial building inspection fees. Said fees shall be considered Project Revenue as that term is defined therein. Russell County or Tazewell County may assert claims upon said fees as Project Revenue for capital expenses and infrastructure in accordance with Article VI(C) of said *Participation Agreement*. It is anticipated that said fees shall be first applied to the costs accrued by Russell County pursuant to the *Request for Qualifications* advertised and awarded by Russell County for these engineering services.
- (8) The term of this Agreement shall expire on (a) December 31, 2024 or (b) when Project Jonah has completed its final land-disturbing activity in the Counties and has been issued all certificates of occupancy by the Counties, whichever comes first.
- (9) All employees of Russell County or Tazewell County shall remain and be considered employees of their respective County, regardless of the jurisdiction in which the employees are performing work under this Agreement.

- (10) The jurisdiction for any challenges by Project Jonah to any determinations made under erosion or sediment control inspection or industrial building inspection by Russell County or Tazewell County shall be a court of appropriate jurisdiction in the jurisdiction which the subject property lies.
- (11) Tazewell County shall not be liable to any third party for procurement defects regarding any contract entered into by Russell County and the successful vendor pursuant to the Request for Qualifications advertised and awarded by Russell County. The terms and conditions of the Regional Project Jonah Participation Agreement adopted by the Counties, dated October 27, 2020, shall control and be binding upon all other third-party claims.
- (12) This Participation Agreement shall not be enforceable against any Participant until:
  - (a) Each County's governing body has approved this Agreement by vote of its governing body at a public meeting; and
  - (b) Evidence of such approval in the form of a written resolution certified by the Clerk of the Board of each County's governing body is attached hereto; and
  - (c) The Chairpersons of the Counties' respective Boards of Supervisors and their County Administrators have executed this Agreement.
- (13) This Agreement may only be modified by a writing approved by the Counties' respective governing bodies, by vote at a public meeting, evidenced by a certified copy of a written resolution of each County's governing body.

(14)	The Counties may not withdraw from this Agreement unless the other					
	Participants unanimously agree, by vote of their respective governing bodies at					
	public meeting.					
	IN WITNESS WHEREOF, the Go	overning Bodies identified, by authorized action,				
have	caused this Agreement to be exec	tuted and their respective seals affixed hereto				
and a	ttested by their respective clerks o	r secretaries commencing the day of				
	, 2022.					
coul	NTY OF RUSSELL, VIRGINIA					
ATTE	ST:					
Clerk	of the Board	Rebecca Dye Board of Supervisors Chairperson				
coul	NTY OF TAZEWELL, VIRGINIA					
ATTE	ST:					
Clerk	of the Board	Thomas A. Lester, Jr. Board of Supervisors Chairman				



#### COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Shannon Dion Director

Megan Peterson Chief Deputy Director Washington Building 1100 Bank Street Richmond, Virginia 23219 (804) 786-4000 www.dcjs.virginia.gov

December 14, 2021

Lonzo Lester County Administrator 137 Highland Drive, Ste A Lebanon, Virginia 24266

RE: Decreasing Violence Against Women in Russell County

Dear Lonzo Lester:

Congratulations on being a recipient of the above referenced grant program! Your DCJS grant award number is 22-R4705VA21 and was approved for a total award of \$62,009, funded through Award Number 2020-WF-AX-0011. The project period is 1/1/2022 through 12/31/2022.

Included with this letter is a Statement of Grant Award/Acceptance (SOGA). Please note hard copies of the General Special Conditions, as well as the Reporting Requirements and Projected Due Dates, are now referred to as **Conditions and Requirements** and will be posted online at <a href="https://www.dcjs.virginia.gov/grants/grant-requirements">https://www.dcjs.virginia.gov/grants/grant-requirements</a> within the next two weeks.

In addition to the general Special Conditions, there may be grant specific Special Conditions related to your Grant Award called Encumbrances. If there are any, you are required to adhere to these conditions via the On-line Grants Management System (OGMS) at <a href="https://ogms.dcjs.virginia.gov/">https://ogms.dcjs.virginia.gov/</a>. If you have not previously done so, you must register in order to use this web-based system. The instructions on *Registering for a New Account* and *Submitting Action Item Encumbrances* are posted here <a href="https://www.dcjs.virginia.gov/grants/ogms-training-resources">https://www.dcjs.virginia.gov/grants/ogms-training-resources</a> along with other resources and training videos. All registrants will be approved within 3 – 5 business days.

We will be happy to assist you in any way we can to assure your project's success. To indicate your acceptance of the award and conditions, please sign the included SOGA and return it electronically within the next 60 days to **grantsmgmt@dcjs.virginia.gov**. If you have questions, contact your DCJS Grant Monitor **Sharon Reed** at **804-658-8179** or via email at **sharon.reed@dcjs.virginia.gov**.

Sincerely,

Shannon Dion

Shannon Dion

#### STATEMENT OF GRANT AWARD (SOGA)

Virginia Department of Criminal Justice Services 1100 Bank Street, 12<sup>th</sup> Floor Richmond, Virginia 23219

#### CET AS AS EXCERCED E

3255 – CY 22-23 VSTOP Formula Grant Program for Continuation Applicants					
Subgrantee: Russell DUNS Number: 40157851 Grant Start Date: 1/1/2022	DCJS Grant Number: 22 Grant End Date: 12/31/2				
Federal Grant Number:	2020-WF-AX-0011				
Federal Awardee:	VAWO				
Federal Catalog Number:	16.588				
Project Description:		osecution, and adjudication of persons			
Federal Start Date:	committing violent crimes agains 7/1/2020	t women.			
Indirect Cost Rate: %	., -,				
munect Cost Rate%	*If applicable				
Federal Funds:	\$24,882				
State General Funds:	<del>4</del> 2.,662				
State Special Funds:					
Local Match:	<u>\$37,127</u>				
	A CONTRACT				
Total Budget:	\$62,009				
Decision Disease	Desired A Leavisides	E. 066.			
Project Director	Project Administrat	or Finance Officer			
Steven Dye	Lonzo Lester	Alicia McGlothlin			
Sheriff	County Administrator	Treasurer			
79 Rogers Avenue					

Project Director	Project Administrator	Finance Officer	
Steven Dye	Lonzo Lester	Alicia McGlothlin	
Sheriff	County Administrator	Treasurer	
79 Rogers Avenue	137 Highland Drive, Ste A	137 Highland Drive	
Lebanon, Virginia 24266	Lebanon, Virginia 24266	Lebanon, Virginia 24266	
276-889-8033	276-889-8000	276-889-8028	
sheriff@russellcountyva.us	lonzo.lester@russellcountyva.us	rctreas@bvunet.net	

\*Please indicate your ICR in the space provided, if applicable. As the duly authorized representative, the undersigned, having received the Statement of Grant Awards (SOGA) and reviewing the Special Conditions, hereby accepts this grant and agree to the conditions and provisions of all other Federal and State laws and rules and regulations that apply to this award.

Signature:	Authorized Official (Project Administrator)
Title:	
Date:	



#### COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Shannon Dion Director

Megan Peterson Chief Deputy Director Washington Building 1100 Bank Street Richmond, Virginia 23219 (804) 786-4000 www.dcjs.virginia.gov

December 17, 2021

Lonzo Lester County Administrator 137 Highland Drive, Ste A Lebanon, Virginia 24266

RE: 2021 Mitigating Covid-19 Pandemic Risks

Dear Lonzo Lester:

Congratulations on being a recipient of the above referenced grant program! Your DCJS grant award number is 9686 and was approved for a total award of \$47,189, funded through Federal Award Number 2020-VD-BX-0141. The project period is 1/1/2022 through 12/31/2022.

Included with this letter is a Statement of Grant Award/Acceptance (SOGA). Please note hard copies of the General Special Conditions, as well as the Reporting Requirements and Projected Due Dates, are now referred to as **Conditions and Requirements** and will be posted online at <a href="https://www.dcjs.virginia.gov/grants/grant-requirements">https://www.dcjs.virginia.gov/grants/grant-requirements</a> within the next two weeks.

In addition to the general Special Conditions, there may be grant specific Special Conditions related to your Grant Award called Encumbrances. If there are any, you are required to adhere to these conditions via the On-line Grants Management System (OGMS) at <a href="https://ogms.dcjs.virginia.gov/">https://ogms.dcjs.virginia.gov/</a>. If you have not previously done so, you must register in order to use this web-based system. The instructions on *Registering for a New Account* and *Submitting Action Item Encumbrances* are posted here <a href="https://www.dcjs.virginia.gov/grants/ogms-training-resources">https://www.dcjs.virginia.gov/grants/ogms-training-resources</a> along with other resources and training videos. All registrants will be approved within 3 – 5 business days.

We will be happy to assist you in any way we can to assure your project's success. To indicate your acceptance of the award and conditions, please sign the included SOGA and return it electronically within the next 60 days to **grantsmgmt@dcjs.virginia.gov**. If you have questions, contact your DCJS Grant Monitor **Christopher Boucher** at **(804) 584-0510** or via email at **christopher.boucher@dcjs.virginia.gov**.

Sincerely,

Shannon Dion

Shannon Dion

#### STATEMENT OF GRANT AWARD (SOGA)

Virginia Department of Criminal Justice Services 1100 Bank Street, 12<sup>th</sup> Floor Richmond, Virginia 23219

#### 2344 - Coronavirus Emergency Supplemental Funding (CESF) CY22

Subgrantee: Russell DUNS Number: 040157851 Grant Start Date: 1/1/2022	DCJS Grant Number: 9686 Grant End Date: 12/31/2022	
Federal Grant Number: Federal Awardee: Federal Catalog Number: Project Description:  Federal Start Date: Indirect Cost Rate:%	2020-VD-BX-0141 OJP 16.034 To support a broad range of activities the coronavirus. 1/20/2020 *If applicable	to prevent, prepare for, and respond to
Federal Funds: State General Funds: State Special Funds: Local Match: Total Budget:	\$47,189  \$47,189	
Total Badget.	Ψ17,109	
De la Distriction	During Allering	E. Otto
Project Director  Steven Dye Sheriff 79 Rogers Avenue Lebanon, Virginia 24266 276-889-8033 sheriff@russellcountyva.us	Project Administrator  Lonzo Lester County Administrator 137 Highland Drive, Ste A Lebanon, Virginia 24266 276-889-8000 lonzo.lester@russellcountyva.us	Finance Officer  Alicia McGlothlin Treasurer 137 Highland Drive Lebanon, Virginia 24266 276-889-8070 rctreas@bvunet.net
Steven Dye Sheriff 79 Rogers Avenue Lebanon, Virginia 24266 276-889-8033 sheriff@russellcountyva.us  *Please indicate your ICR in representative, the undersigner reviewing the Special Condition	Lonzo Lester County Administrator 137 Highland Drive, Ste A Lebanon, Virginia 24266 276-889-8000 lonzo.lester@russellcountyva.us  The space provided, if applicable and, having received the Statement of ons, hereby accepts this grant and again and State laws and rules and regular	Alicia McGlothlin Treasurer 137 Highland Drive Lebanon, Virginia 24266 276-889-8070 rctreas@bvunet.net  As the duly authorized Grant Awards (SOGA) and gree to the conditions and
Steven Dye Sheriff 79 Rogers Avenue Lebanon, Virginia 24266 276-889-8033 sheriff@russellcountyva.us  *Please indicate your ICR in representative, the undersigner reviewing the Special Condition	Lonzo Lester County Administrator 137 Highland Drive, Ste A Lebanon, Virginia 24266 276-889-8000 lonzo.lester@russellcountyva.us  The space provided, if applicable and, having received the Statement of ons, hereby accepts this grant and again and State laws and rules and regula  Signature:	Alicia McGlothlin Treasurer 137 Highland Drive Lebanon, Virginia 24266 276-889-8070 rctreas@bvunet.net  As the duly authorized Grant Awards (SOGA) and gree to the conditions and

Title:

Date:

## SHERIFA

#### RUSSELL COUNTY SHERIFF'S OFFICE

79 Rogers Avenue Lebanon, VA 24266

sheriff@russellcountyva.us

Phone (276) 889-8033 Fax: (276) 889-8203

Steve Dye, Sheriff

December 14, 2021

Lonzo Lester County Administrator Russell County Board of Supervisors 137 Highlands Drive, Suite A Lebanon, VA 24266

Mr. Lester,

Please accept this letter as a request to allow the following vehicles to be declared as surplus:

2008 Ford E-350 van
2000 International Horton
1999 Freightliner
1995 Soft Top Humvee
2011 Dodge Charger
1FBNE31L18DA14810
1HTSLAAL7YH202977
1FV3EFAC6XH992140
59449

Authorization is also requested to liquidate them via government auction with all proceeds returned to the Russell County Board of Supervisors to be used for the purchase of a 2000 Freightliner 1FV6HLCB0YHB67285 which will be utilized as a Crime Scene Vehicle.

If you have any questions or concerns, feel free to contact me.

Sincerely,

Steve Dye Sheriff

SLD/rco

## **JOIN US FOR AN**

# Open House

THURSDAY JANUARY 6, 2022 4:00 PM

Lebanon High School cordially invites you to their Agricultural Mechanics Laboratory Open House





### P.O. Box 1126 Castlewood, VA 24224 Phone: (276) 337-8782

SOFTBALL SOFTBALL SOFTBALL

501C3: 54-1359161

Facebook: <a href="www.facebook.com/ClinchRiverLittleLeague">www.facebook.com/ClinchRiverLittleLeague</a>
Email: information@clinchriverlittleleague.org

December 10, 2021

Lonzo Lester Russell County Administrator 137 Highland Drive Lebanon, VA 24266

Dear Mr. Lester,

On behalf of the Clinch River Little League Board, we would like to thank you for continued support of our program. We have obtained W&L Construction to put down the payment at the fields behind the Russell County Fairgrounds, after you complete the promised work of grading the road. We have been negotiating the price which will be finalized, including a discount, when we are ready to start work on the project, which is long overdue. The road is many times nearly impassable with being washed out by rain and weather. We would like to ask you to take this project before the Board of Supervisors to approve an additional grant to be given to Clinch River Little League to be used for the sole purpose of paving the entrance road. This will benefit the county and our League, especially when the district and state Little League tournaments come around in June/July 2022 and proceeding years. There will be a great return on the investment with many teams and families coming to the area and staying in local hotels and eating at local restaurants. This project will take place after the first of the year. We thank you for your support and consideration in this matter.

Shannon Franklin 276-870-908 Gary Wight 276-206-1261 Cory Elle 276-608-5793 Stewn Sidtulail 216 2207475 Bolly June 276-325-0700

Members of the Clinch River Little League Board

ven L. austra 276-254-079

1 1 200 5428

Why dollwoh 276-762.2214

VISOR 276-202-6697

## Commonwealth of Virginia 2021 Pay and Holiday Calendar Revised October 2020

State Holidays	January	February	March
January 1 New Year's Day January 18 Martin Luther King, Jr. Day February 15 George Washington Day May 31 Memorial Day June 18 Juneteenth (Observed) July 5 Independence Day (Observed)	S M T W T F S  1 2  3 4 5 6 7 8 9  10 11 12 13 14 15 16  17 (8) 19 20 21 22 23  24 25 26 27 28 29 30  31	S M T W T F S  1 2 3 4 5 6  7 8 9 10 11 12 13  14 (5) 16 17 18 19 20  21 22 23 24 25 26 27  28	S     M     T     W     T     F     S       1     2     3     4     5     6       7     8     9     10     11     12     13       14     15     16     17     18     19     20       21     22     23     24     25     26     27       28     29     30     31
September 6 Labor Day	April	May	June
October 11 Columbus Day & Yorktown Victory Day November 2 Election Day November 11 Veterans Day November 24 4 hours additional holiday time November 25 Thanksgiving November 26 Day After Thanksgiving	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S  1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S  1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 (8) 19 20 21 22 23 24 25 26 27 28 29 30
December 23 8 hours additional holiday time	July	August	September
December 24 Christmas (Observed) December 31 New Year's (Observed)	S M T W T F S	S M T W T F S	S M T W T F S
Please note: In some agencies, the holiday and payday schedule may vary from what is shown here. If you have questions, see your agency human resources officer.  Denotes Payday	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	1     2     3     4     5     6     7       8     9     10     11     12     13     14       15     16     17     18     19     20     21       22     23     24     25     26     27     28	1     2     3     4       5     6     7     8     9     10     11       12     13     14     15     16     17     18       19     20     21     22     23     24     25
Denotes Holiday	25 26 27 28 29 30 31	29 30 31	26 27 28 29 30
Denotes Additional 8 hrs (4 hrs) Time Off			
Denotes Payday on Holiday or Time Off	October	November	December
Published by the Virginia Department of Human Resource Management. An equal opportunity employer.	S M T W T F S 1 2	S M T W T F S 1 2 3 4 5 6	S M T W T F S  1 2 3 4
Published by Commonwealth of Virginia October 2020	3 4 5 6 7 8 9 10 (1) 12 13 14 [5] 16	7 8 9 10 (1) 12 13	5 6 7 8 9 10 11
dhrm	17 18 19 20 21 22 23	14 15 16 17 18 19 20	12 13 14 15 16 17 18
Virginia Department of	24 25 26 27 28 29 30 31	21 22 23 (24) (25) (26) 27 28 29 30	19 20 21 22 (23) (24) 25 26 27 28 29 30 (31)
Virginia Department of HUMAN RESOURCE	31	28 29 30	26 27 28 29 30 (31)

Virginia Department of HUMAN RESOURCE M A N A G E M E N T

## Commonwealth of Virginia 2022 Pay and Holiday Calendar

State Holidays	January	February	March
January 17 Martin Luther King, Jr. Day February 21 George Washington Day May 30 Memorial Day June 20 Juneteenth (Observed) July 4 Independence Day	S M T W T F S  1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 (17) 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S       M       T       W       T       F       S         1       2       3       4       5         6       7       8       9       10       11       12         13       14       15       16       17       18       19         20       21       22       23       24       25       26         27       28	S     M     T     W     T     F     S       6     7     8     9     10     11     12       13     14     15     16     17     18     19       20     21     22     23     24     25     26       27     28     29     30     31
<u>September 5</u> Labor Day	April	Мау	June
October 10 Columbus Day & Yorktown Victory Day November 8 Election Day November 11 Veterans Day November 23 4 hours additional holiday time November 24 Thanksgiving November 25 Day After Thanksgiving	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S  1 2 3 4 5 6 7  8 9 10 11 12 13 14  15 [6] 17 18 19 20 21  22 23 24 25 26 27 28  29 ③ 31	S M T W T F S  1 2 3 4  5 6 7 8 9 10 11  12 13 14 15 [6] 17 18  19 20 21 22 23 24 25  26 27 28 29 30
December 23 8 hours additional holiday time	July	August	September
December 26 Christmas (Observed)  Please note: In some agencies, the holiday and payday schedule may vary from what is shown here. If you have questions, see your	S M T W T F S  1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	S M T W T F S  1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 6 17 18 19 20	S M T W T F S  1 2 3  4 5 6 7 8 9 10  11 12 13 14 15 6 17
agency human resources officer.  Denotes Payday	17 18 19 20 21 22 23	14 15 [6] 17 18 19 20 21 22 23 24 25 26 27	18 19 20 21 22 23 24
Denotes Holiday  Denotes Additional	24 25 26 27 28 29 30 31	28 29 30 31	25 26 27 28 29 30
Time Off 4 nrs	Ootobou	November	December
Denotes Payday on Holiday or Time Off	October	November	December
Published by the Virginia Depart- ment of Human Resource Manage- ment. An equal opportunity employ- er.	S M T W T F S	S M T W T F S  1 2 3 4 5	S M T W T F S  1 2 3
Published by Commonwealth of Virginia April 2021	2 3 4 5 6 7 8 9 ① 11 12 13 14 15	6 7 (8) 9, 10 (1) 12	4 5 6 7 8 9 10 11 12 13 14 15 16 17
dhrm	16 17 18 19 20 21 22	13 14 15 6 17 18 19 20 21 22 23 24 25 26	18 19 20 21 22 23 24
	23 24 25 26 27 28 29		25 (26) 27 28 29 30 31

27 28 29 30

Virginia Department of HUMAN RESOURCE MANAGEMENT 30 31

25 (26) 27 28 29 30 31

#### SUPREME COURT OF VIRGINIA 2021 PAY AND HOLIDAY CALENDAR

FOR SALARY PAYROLL

Revised April 2021

January						
Sun	Mon	Tue	Wed	Thu	Frl	Sat
					線H線	2
3	4	5	6	7	8	9
10	11	12	13	14	\$	16
17	網出額	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
Şun	Mon	Τυθ	Wed	Thu	Frl	Sat
	\$	2	3	4	5	6
7	8	9	10	11	12	
14	經出藥	\$	17	18	19	13 20
21	22	23	24	25	26	27
28						

March								
Sun	Mon	Τυθ	Wed	Thu	Frl	Sat		
	\$	2	3	4	5	6		
7	8	9	10	11	12	13		
14	15	\$	17	18	19	20		
21	22	23	24	25	26	27		
28	29	30	\$					

April						
Sun	Mon	Tue	Wed	Τηυ	Frl	Set
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	\$	17
18	19	20	21	22	23	24
25	26	27	28	29	\$	

May								
Sun	Mon	Tue	Wed	Thu	Frl	Sat		
						1		
_2	3	4	5	6	7	8		
9	10	11	12	13	\$	15		
16	17	18	19	20	21	22		
23	24	25	26	27	28	22 29		
30	緣用鄉							

June							
Sun	Mon	Tue	Wed	Τλυ	Frl	Sat	
		\$	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	\$	17	够H家	19	
20 27	21	22	23	24	25	26	
27	28	29	30				

July							
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
				\$	2	3	
4	網H總	6	7	8	9	10	
11	12	13	14	15	\$	17	
18	19	20	21	22	23	24	
25	26	27	28	29	\$	31	

August:									
Sun	Mon	Tue	Wed	Thu	Fri	Sat			
1	2	3	4	5	6	7			
8	9	10	11	12	13	14			
15	\$	17	18	19	20	21			
22 29	23	24	25	26	27	28			
29	30	31							

September						
Sun	Mon	Tue	Wed	Thu	Frl	Set
			\$	2	3	4
5	腳H羅	7	8	9	10	11
12	13	14	15	\$	17	18
19	20	21	22	23	24	25
26	27	28	29	\$		

		C	Octobe	ər		
Sun	Mon	Tue	Wed	Thu	Frl	Sat
					1	2
3	4	5	6	7	8	9
10	線用線	12	13	14	\$	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November							
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
	\$	38H8	3	4	5	6	
7	8	9	10	<b>彩</b> H嗓	12	13	
14	15	\$	17	18	19	20	
21	22	23	24 H	峰 円 類	缩H熟	27	
28	29	30					

December							
Sun	Mon	Tue	Wed	Thu	Frl	Sat	
			\$	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	\$	17	18	
19	20	21	22	第H梁	製出額	25	
26	27	28	29	質 H韓	H/\$		

BH Denotes Full Day Holiday

Denotes Half Day Holiday

\$ Denotes Payday

HVS Denotes Full Day Holiday and Payday

State Holidays:

January 1 New Year's Day

January 18 Martin Luther King, Jr. Day February 15

George Washington Day May 31 Memorial Day

June 18 Juneteenth (Observed)

July 5 Independence Day (Observed)

September 6 Labor Day

October 11 Columbus Day & Yorktown Victory Day

November 2 Election Day November 11

Veterans Day 4 hours additional holiday time November 24

Thanksgiving Day November 25

November 26 Day After Thanksgiving

8 hours additional holiday time December 23

December 24 Christmas Day (Observed) December 31 New Year's Day (Observed)

Additional Holiday Authorized by CDC and Judicial Council:

8 hours additional holiday time

#### MONTHLY BANK BALANCES

#### **November 30, 2021**

Regular Account	7,266,419.90	
Employee Insurance	3,344,551.73	
Employee Claims Account	1,000.00	
Non-Judicial Reals Estate Sales	806.90	
Russell Co. Housing Fund	4,424.36	
School Textbook	19,095.43	
Sheriff Domestic Violence	1,183.35	
Petty Cash Treasurer	840.35	
Sheriff Seized Assets	58,678.05	
Sheriff Restitution	8,482.47	
Sheriff Forfeited Assets	33.70	
Comm Attorney Forfeited Assets	31,716.29	
Sheriff Federal Forfeited Assets	7,526.96	
Comm Attorney Fed Justice Forfeited Assets	104,996.28	
Commonwealth Attorney Abanoned Property	500.00	
Sheriff Federal Justice Forfeited Assets	7,919.52	,
Sheriff Special Projuects	40,422.14	
SSI Recipients	2,730.24	
First Sentinel Bank	1,000.00	
Bank of Honaker	22,433.60	
New Peoples Bank	172,672.05	
Certificates of Deposit General	49,575.00	
Treasurer's Money Market	2,071,909.41	
Certificate of Deposit Library Donations	24,788.80	
Certificate Of Deposit Employee Insurance	2,000,000.00	
Total Cash In Bank	15,243,706.53	
	· · · · · · · · · · · · · · · · · · ·	
Cash In Office	1,617.31	
Petty Cash	100.00	
TOTAL CASH		
TOTAL GASIT	15,245,423.84	

DATE November 30, 2021 **CREDIT ACCOUNT** DEBIT Cash in Office 1,617.31 15,243,706.53 Cash in Bank 100.00 Petty Cash General Fund 6,489,327.94 Non-Judicial Real Estate Sales 806.90 Sheriff In State Trip 30,861.95 Sheriff Dare Fund 100.00 Sheriff Seized Assets 58,678.05 **Sheriff Restitution** 8,482.47 33.70 Sheriff Forfeited Assets Comm Attorney Forfeited Assets 31,716.29 Honaker Library Donations 24,783.87 Russell County Housing Fund 4,424.36 7,526.96 Sheriff Federal Forfeited Assets Sheriff Domestic Violence 1,183.35 Comm Attorney Abanoned Prop 500.00 Comm Attorney Fed Justice 104,996.28 Sheriff Fed Justice Forfeited 7,919.52 Sheriff's Special Projects 40,422,14 Social Services (316,014.81) Swva Asap 15,920.10 Coal Road Improvement 559,341.56 **CSA** (446, 168, 15)School Fund (642, 258.05)School Food 1,215,019.38 School Textbook 19,095.43 Regional Adult Education 258,308.43 Petty Cash Treasurer 840.35 COVID 19 13,577.38 Litter Fund Trash Pickup (24,749.43)American Rescue Act 2,212,974.21 Current Credit (0.79)Current Debit 14.44 Title XX 11,321.05 SSI Recipients 2,730,24 Damage Stamp Fund 2,823.98 Valley Heights 81,138.49 Dante Sewer 53,706.00 Employee Health Insurance 3,344,551.73 Employee Insurance COD 2,000,000.00 **Employee Insurance Claims** 1,000.00 Law Library 59,666.70 Special Welfare 49,139.74 7,700.00 Housing Fund #2 Russell Co Health & Fitness 132,865.92 (188,935.59) Cannery WIB 10,051.75 Total 15,245,423.84 15,245,423.84

#### MINUTES OF THE SPECIAL CALLED BOARD OF DIRECTORS' MEETING

MINUTES OF THE SPECIAL CALLED MEETING OF DIRECTORS of The Russell County Public Service Authority held at held at 137 Highland Drive Lebanon, VA 24266 on this 14<sup>th</sup> day of December 2021 at 6:00 PM.

1. The following members were present, constituting a quorum (4):

Cuba Porter, Chairman;

Donnie Christian, Vice Chairman;

David Edmonds, Jr., Treasurer;

Chris Dye;

Clifford Hess;

Carter McGlothlin;

Joe Huff; and

Rhonda Lester, Secretary.

## 2. Also present:

Harvey Hart, RCPSA Director;

Katie Patton, Legal Counsel;

Dennis Jones: and

**Bud Phillips** 

- 3. All the above directors of The Russell County Public Service Authority being present, formal notice calling the meeting was dispensed with, and the meeting declared to be regularly called.
- 4. Cuba Porter acted as Chairperson of the meeting and Rhonda Lester as Secretary of the meeting.
- 5. Cuba Porter opened the meeting with the Pledge of Allegiance followed by a prayer led by David Edmonds, Jr.
- 6. Approve Agenda -

Motion to approve the agenda as read made by Donnie Christian, seconded by Joe Huff, and unanimously adopted.

## 7. Public Comments:

- a) Dennis Jones introduced himself as legal counsel of Harvey Hart, RCPSA Director and offered assistance to the Board during their upcoming executive session.
- 8. Motion to go into executive session pursuant to § 2.2-3711(A) (1) and (8) of the Code of Virginia, Consultation with legal counsel regarding personnel matters made by Donnie Christian, seconded by Clifford Hess, and unanimously adopted.

Motion made by Donnie Christian seconded by Joe Huff, and duly approved by the Board of Directors to return to regular session.

Pursuant to § 2.2-3712(D) of the Code of Virginia 1950, as amended each member of the Board of Directors upon the Roll Call certifies that to the best of their knowledge (I) only public business matters lawfully exempted from the open meeting requirements under the Virginia Freedom of Information Act and (ii) only such public business matters that were identified in the motion(s) by which the closed meeting was convened were heard, discussed or considered in the meeting by the Board of Directors.

Any member of the Board of Directors who believes that there was a departure from the requirements of clauses (I) and (ii) above shall so state prior to the vote, indicating the substance of the departure that, in his or her judgment, has taken place.

Are there any who believe a departure has taken place? Seeing none, if you agree that the matters heard, discussed, or considered during the closed meeting were pursuant only to the motion(s) by which the closed meeting was convened, please signify by saying aye or yes.

A roll call vote was taken.

Carter McGlothlin: Absent

Clifford Hess: Yes Cuba Porter: Yes Chris Dye: Yes Joe Huff: Yes

Donnie Christian: Yes David Edmonds, Jr.: Yes

Yes: 6 No: 0 Absent: 1

By a majority vote, motion to return to regular session was approved.

9. Carter McGlothlin stated for the record that he voluntarily did not participate in the executive session.

#### 10. New Business to Discuss:

- a) Motion to appoint Bud Phillips as legal counsel of the Russell County Public Service Authority; Mr. Phillips is willing to represent RCPSA pro se, he will be an employee of RCPSA and not a contracted attorney made by Chris Dye, seconded by Donnie Christian, and unanimously adopted. At this time Katie Patton excused herself from the meeting.
- b) After receiving legal advice, motion to terminate Harvey Hart as Executive Director Pursuant to § 15.2-5113(E) of the Code of Virginia made by Joe Huff, seconded by David Edmonds, Jr.

A roll call vote was taken.

David Edmonds, Jr.: Yes

Chris Dye: Yes

Donnie Christian: Yes Clifford Hess: Abstain

Joe Huff: Yes Cuba Porter: Yes

Carter McGlothlin: Abstain

Yes: 5 No: 0 Abstain: 2

By a majority vote, motion to terminate Harvey Hart as Executive Director was approved.

c) Motion to give Chairman, Cuba Porter authority to contact a couple of individuals associated with RCPSA in the past in regards to a Interim Operating Director position made by Donnie Christian, seconded by Joe Huff

A roll call vote was taken.

David Edmonds, Jr.: Yes

Chris Dye: Yes

Donnie Christian: Yes Clifford Hess: Yes Joe Huff: Yes Cuba Porter: Yes

Carter McGlothlin: Abstain

Yes: 6 No: 0 Abstain: 1

By a majority vote, motion to give Chairman, Cuba Porter authority to contact a couple of individuals associated with RCPSA in the past in regards to the Interim Operating Director position was approved.

- 11. Matters presented by the Board: None
- 12. There being no further business to come before the meeting, a motion to adjourn at 7:26 PM was made by Donnie Christian seconded by Joe Huff and adopted.

The next meeting is scheduled for December 21, 2021 at 6:00 PM.

Dated in the Commonwealth of Virginia on the 14<sup>th</sup> day of December 2021.

(Signature)

Secretary Name: Rhonda Lester

Khinda Listu

## November 17, 2021

The Regular monthly meeting of the Industrial Development Authority of Russell County, Virginia was held on November 17, 2021, at 5:30 P.M. at the Russell County Conference Center.

**MEMBERS** 

PRESENT: Richard Lockridge, Chairman

Tony Dodi, Vice Chairman Carlton Elliott, Secretary Harry Ferguson, Member John Stamper, Member Donnie Christian, Member DeAnna Jackson, Member Roger Sword, Member Jarred Glass, Member

ABSENT: None

STAFF: Ernie McFaddin, Executive Director

Katie Patton, Attorney

**GUESTS:** 

The Vice Chairman called the meeting to order at 5:34 P.M.

Secretary called the roll and recorded the roll call.

## APPROVAL OF MINUTES

Upon motion made by Donnie Christian, second by Jarred Glass and duly approved by the Industrial Development Authority of Russell County, Virginia to approve the minutes of the October 14, 2021 meeting, and correcting the motion for the General Services lease to include the Chairman and Executive director as signatories.

The Vote was:

Aye: C. Elliott, J. Stamper, T. Dodi, D. Christian, H. Ferguson, D. Jackson

R. Sword, J. Glass

Nay: None

#### FINANCIAL REPORT

Upon motion made by Tony Dodi, second by Donnie Christian, and duly approved by the Industrial Development Authority of Russell County, Virginia to approve the October 2021 financial reports and pay invoices presented.

The Vote was:

Aye: C. Elliott, J. Stamper, T. Dodi, D. Christian, H. Ferguson, D. Jackson

R. Sword, J. Glass

Nay: None

#### ATTORNEY'S REPORT

The attorney will provide FOIA information to the new members at the next meeting.

## **EXECUTIVE DIRECTOR'S REPORT**

The Executive Director reported the Probation project is moving forward.

Project "Reclaim" will soon have a one million square foot pad completed.

The Health Department lease is close to being finalized, and construction on the space has begun.

#### **CLOSED SESSION**

Upon motion made by Harry Ferguson, second by Tony Dodi and duly approved by the Industrial Development Authority of Russell County, Virginia to enter Closed Session as permitted by, VA Code #2.2-3711 (3) Property (5) Prospective unannounced industry (7) & (8) Legal.

The Vote was:

Aye: C. Elliott, J. Stamper, T. Dodi, D. Christian, H. Ferguson, D. Jackson

R. Sword, J. Glass

Nay: None

## RECONVENE TO PUBLIC SESSION

Upon motion made by Donnie Christian, second by Tony Dodi, and duly approved by The Industrial Development Authority of Russell County, Virginia, the Chairman called the meeting back into regular session and requested the "Certification Motion after reconvening in Public Session".

The Vote was:

Aye: C. Elliott, J. Stamper, T. Dodi, D. Christian, H. Ferguson, D. Jackson

R. Sword, J. Glass

Nay: None

## CERTIFICATION AFTER RECONVENING IN PUBLIC SESSION

The Industrial Development Authority of Russell County, Virginia hereby certifies that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be so discussed under the provision of the Virginia Freedom of Information Act cited in that motion.

The Roll Call Vote Was:

Richard Lockridg	ge Yes	DeAnna Jackson	Yes
Carlton Elliott	Yes	Donnie Christian	Yes
Harry Ferguson	Yes	Jarred Glass	Yes
Tony Dodi	Yes	John Stamper	Yes
Roger Sword	Yes	1	

Upon motion made by Donnie Christian, second by John Stamper, and duly approved by The Industrial Development Authority of Russell County, Virginia changing the December meeting to Thursday, December 2, 2021 at 5:30 PM at the Russell County Conference Center.

The Vote was:

Aye: C. Elliott, J. Stamper, T. Dodi, D. Christian, H. Ferguson, D. Jackson

R. Sword, J. Glass

Nay: None

#### **ADJOURNMENT**

Upon motion made by John Stamper, second by Tony Dodi, and duly approved by the Industrial Development Authority of Russell County, Virginia adjourning this meeting at 8:58 PM.

The Vote was:

Aye: C. Elliott, J. Stamper, T. Dodi, D. Christian, H. Ferguson, D. Jackson

R. Sword, J. Glass

Nay: None

## **RUSSELL COUNTY CONFERENCE CENTER**

**December 1, 2021** 

The following is a list of the Russell County Conference Center events for the month of December.

Date	Event	Event Type	Space
12/02/21	IDA Board Meeting	Community	Full
	Ernie McFadden	Event	\$0
12/04/21	Baby Shower	Individual	Full
	Wendy Gilbert	Event	\$125
12/07/21	Lebanon Youth Football Awards	Individual	Full
	J R Watson	Event	\$125
12/11/21	Mercy Ambulance Christmas Dinner Jay Lewis	Individual Event	Full \$25
12/12/21	Perkins Family Christmas Dinner	Individual	Full
	Jimmie Perkins	Event	\$125
12/13/21	Woodmen Life Christmas Dinner	Individual	Full
	Bonnie McGlothlin	Event	\$135

12/16//21	Farm Bureau Christmas Dinner Nova Wallace	Individual Event	Full \$210
12/17/21	Birthday Party Jessica Roberts	Individual Event	Full \$190
	Jessica Nobelis	Eveni	φ190
12/18/21	Kiser Family Christmas Dinner	Individual	Full
	Lynn Kiser	Event	\$150
12/24/21	Sword Family Christmas Dinner	Individual	Full
	Samantha Sword	Event	\$125
12/26/21	Hubbard Christmas Dinner	Individual	Full
	Jeanne Hubbard	Event	\$125
12/28/21	Hard Rock Café Meeting	Individual	Full
	Rebecca Dye	Event	\$0

(Total: \$1,335.00)

- <u>\$250.00</u>

Final Total = \$ 1,085.00

THE RUSSELL COUNTY TRANSPORTATION AND SAFETY COMMISSION MET AT BONANZA RESTAURANT IN LEBANON VIRGINIA ON DECEMBER 14TH 2021.PM. **NOTICE MEETING TIME HAS BEEN CHANGED TO 630 PM** 

## **MEMBERS & GUEST PRESENT**

EUGENE FERGUSON LINDA CROSS MIKE O'QUINN GARY DOTSON CARL RHEA BILL WATSON BARBARA COX HENRY STINSON

HENRY KINCER TIM LOVELACE

## **GUARD RAILS CONTRACTOR BEHIND IN BRISTOL AREA**

1-GUARD RAILS REPLACED AS DAMAGED

2-RT 58E JUST BEYOND QUARRY ROAD A SECTION OF GURAD RAIL DAMAGED FROM A FALLEN TREE

3-RT 80 DON STEVENS DR. GUARD RAIL DAMAGED BARTONS GARAGE SUBV.

4-RT 58/QUARRY RD IN CASTLEWOOD GUARD RAIL DAMAGED

5-RT- 58 CASTLEWOOD CROSS OVER AT THE PIZZA HUT DAMAGED

6-RT 58 CASTLEWOOD GUARD RAIL DAMAGE FROM A WRECK POST OFFICE CROSS OVER

## ALL GUARD RAILS HAVE BEEN REVIEWED AND TURNED IN

## SHOULDER REPAIR AND POT HOLE

1-RT. 635 MAPLE ¼ MILEON RIGHT SIDE OF ROAD BREAKING OFF AT THE DRAIN PIPE

2-RT-58 WEST ACROSS FROM PIZZA HUT THE DITCH NEEDS TO BE PULLED AND THE PIPE CLEARED FOR A FASTER FLOW. THE WATER IS COMING UP IN THE ROADWAY DURING HEAVY RAIN THUS CAUSING A HAZARD CONDITION ESPECIALLY DURING FREEZING WEATHER. PIPE TO BE CLEANED /VDOT 3-RT 67 FRANKS HOLLOW DITCH NEEDS TO BE CLEANED WATER COMING ACROSS ROADWAY.

4-Rt 615 BACK VALLEY DIP IN THE ROAD HAS BEEN PATCHED WILL FIX IN THE SPRING BEING EVALUATED FOR PERMANENT REPAIRS. SLIDE ABOVE THE ROAD GETTIN WORSE. SCHEDULED TO BE PATCHED

5-RT 615 GRAVEL LICK PAST EAGLES NEST WATER BACKING UP IN FIRST DRIVEWAY

6-RT 645/640 JESSEE MILL ROAD NEAR LONG HOLLOW ROAD IS BROKEN OFF.
UNDER REVIEW FOR REPAIR AND PERMITTING. PUT ON SCHEDULE PENDING
PERMIT

7-RT 67 MAPLE GAP A CURVE NEEDS WARNING AND CHEVRON SIGNS PLUS TRUCK ENTERING SIGNS INSTALLED IN BOTH NORTH AND SOUTH BOUND LANES. INSTALLED AT LOWER-THAN-NORMAL HEIGHT FOR BETTER VISIBILITY. **TURNED IN TO BRISTOL** 

8-RT 682 DEAD AND LIVE TREES HANGING OVER THE ROAD FIRST MILE FROM RT 609 AND BRUSH FROM FALLEN TREES LAYING ALONG THE ROADWAY NEAR THE TOP NEEDS TO BE REMOVED. GARY DOTSON SHOWED JEFF CAMPBELL FROM VDOT AND WE DISCUSSED THE CONCERNS. **UNDER REVIEW WITH JAMI PENNINGTON REMOVAL PENDING NEW CONTRACTOR** 

9-RT 63 RUFF CONDITION IN NORTH LANE FIRST CURVE BEYOND THE CLINIC. WILL

## **PUT ON SCHEDULE FOR REPAIR**

10-Rt 646 JOHN SIMS HILL NEEDS HORSE RIDING SIGNS INSTALLED

11- IN A DEEP DITCH LARGE DROP OFF. WILL SCHEDULE BRUSHTO BE CUT

12-RT 609 HIGH POINT ROAD EXIT RAMP COMING OFF RT. 58E NEEDS TO BE

EXTENDED. REFER TO RESIDENCY OFFICE

13-RT 683 ROUGH ROAD BEGINNING ABOVE CEMETERY TO TOP OF HILL **WILL** SCHEDULE **FOR PATCHING** 

14-RT 82 ½ MILE FROM LEBANON CORP. LIMIT ROUGH ROAD NEAR CLATTERBUCK. WILL SCHEDULE FOR PARCHING

15- RT 607 BUFALLOW APPROXIMATELY 1 1/2 MILE FROM RT 611 NEAR HOUSE #496 AT THE BOTTOM OF THE HILL WATER HAS BEEN UP IN ROAD LEAVING MUD APPARENTLY THE DITCH NEEDS TO BE PULLED AND PIPE CLEANED...WILL

## **SCHEDULE FOR REPAIR**

16-RT 683 NEEDS SPEED LINIT SIGNS FROM CEMETERY TO RT. 58 BUZZARD ROOST. REPORTED TO SIGN CREW

17-RT 621 SANDY RIDGE BEFORE COOKS MILL SPEED LIMIT SIGNS DOWN

18-RT 841 OLD RT 19NEEDS SHOULDER WORKED NEXT TO GILL PET GROOM

19-RT 19 N EXIT ONE HALF WAY DOWN RAMP BREAKING OFF

20-RT 58 EAST/71 SOUTH INTERSECTION THE OFF RAMP FROM 58 NEEDS TO BE EXTENDED. REFERED TO RESIDENCY

21-RT 58 EAST NEAR MILE MARKER 71.4 ROUGH CENTER OF ROAD PAVEMENT SEALER MISSING. **WILL PATCHED IF NEEDED** 

\_

## **SCHOOL BUS SAFETY AND OTHER CONCERNS**

## ITEMS REPORTED CORRECTED

1-RT- 57 ½ MILE FROM 58 SHOULDER HAS BEEN REPAIRED 2=RT 657 ¼ MILE FROM RT. 658SHOULDER BROKEN OFF NEAR MAIL BOXES REPAIRED

3-RT 662 OFF RT. 82 BRUSH CUT AND RIP RAP INSTALLED

4-RT 750 CAMPBEEEL ST. CASTLEWOOD BRUSH HAS BEEN CUT

5-RT. 611 INTERSECTION OF RT. 607 BUFFALOW BRUSH HAS BEEN CUT

6-RT. 82 PAST 2<sup>ND</sup> CURVE DOWN THE MOUNTAIN HAS BEEN CUT

7-RT. 82 TREES HAVE BEEN CUT NEAR CLATTERBUCK DRIVEWAY

8-RT. 80 BRUSH HAS BEEN CUT FROM RT.637 TO 1120COX TOWN

9-RT. 71S LARGE POT HOLE PATCHED NEAR FIRE STATION

### **FUTURE MAJOR SAFETY PROJECTS**

1-RT 627 DANTE SAWMILL HOLLOW CURVE NEEDS WIDENED AT THE UPPER END NEAR THE BALLFIELD and also the one lane road near the R.R tracks TO HANDLE ANTICIPATED HEAVY TRAFFIC TO A CAMP SITE. COUNTY WORKING WITH VDOT A RIGHT OF WAY PROBLEM. POSSIBLE SMART SCALE PROJECT 2-RT 19 NORTH AT THE WAL MART INTERSECTION SAFETY CAUTION AND WARNING DEVICES INSTALLED SUCH AS CONTINIOUS FLASHING LIGHT, RADAR SIGN, RUMBLE STRIPS AND EXTENDING THE SPEED LIMIT TO TOP OF THE HILL. ALSO INSTALL CRASH BARRELS AROUND THE CONCRETE UTILITY POLE 3-Rt. 71S/ 604 Molls Creek INTERSECTION NEEDS BANK KEPT SCALED BACK FOR BETTER VISIBILITY

4-Rt. 80 FROM THE DOUBLES TO RT.19 NEEDS A PASSING LANE INSTALLED 5-Rt. 645 New Garden Road water undercutting road one mile East of Nash's Ford Bridge GETTING WORSE /PER TONY. WILL SCHEDULE FOR REPAIR.TEMPORARY FIXED 6-Rt. 19 SOUTH EXIT ONE COAL TIPPLE HOLLOW RAMP NEEDS TO BE EXTENDED 7-ARTRIP RD. ½ MILE FROMCLEVELAND BRIDGE BANK NEEDS TO BE TAKEN OFF TO WIDEN ROADWAY. WILL REVIEW WITH RESIDENCY

UNDER LINED AND BOLDED COMMENTS WERE REPORTED FROM HENRY KINCER

## **COMMISIOM MEMBER INFROMATION**

BARBARA COX	971 1502	JOHNNY JESSEE	889 1563
LINDA CROSS	794 7618	TIM LOVELACE	971 0367
GARY DOTSON	7 62 9803	TONY MAXFIELD	254 2492

EUGENE FERGUSON	210 8504	MIKE O'QUINN	701 7086
CARL RHEA	254 3810	HENRY STINSON	873 4905
HENRY KINCER	889 7601	<b>BILL WATSON</b>	794 1021

# NEXT MEETING WILL BE JANUARY11TH 2022WE THANK ALL WHO ARE INVOLVED IN KEEPING OUR ROADWAYS SAFE AND OUR GUEST PARTICAPTION

## SAFETY IS A COMMITMENT!!!!!!!! PREPARED BY GARY DOTSON

## **CUMBERLAND PLATEAU RWMA:**

Mr. Toby F. Edwards, Executive Director

**BUCHANAN COUNTY:** 

Mr. Jeff Cooper Mr. Tim Hess



## **DICKENSON COUNTY:**

Mr. Damon Rasnick Mr. Ronald Peters

RUSSELL COUNTY:

Mr. Carl Rhea Mr. Tim Lovelace

	Agenda
1.	December 16, 2021 CPRWMA Board of Directors Roll Call for Quorum.
H.	a) Approval of Minutes of the November 18, 2021 meeting
	Motion:Seconded:
	III. Administrative Business
	a) Review CPRWMA Waste Stream Report November 20215
	b) Approval of the Treasurer's Report for the month of November 202113
	Motion: Seconded:
	c) CPRWMA Attorney's Report for November 2021Report
	d) Litter and Recycling ReportToby
IV.	Old Business  A) Discussion on Updating By-Laws for Date and Time of the MonthAttorney
	Motion:Seconded:
	B) Discussion on (1) Appointment from the Three County Area per Section 1 Paragraph 2 of the By-Laws by the Authority Board of Directors.
	Motion: Seconded:
V.	New Business  A) Unifirst Uniform Rental Updated Agreement
VI.	VA DEQ 2021 Financial Assurance for Permits at Buchanan, Dickenson and Russell Transfer Stations.
VII.	Guest
VIII.	Adjournment and Natgillandingve / P. O. Box 386 Lebanon, VA 24266 Chair or Vice Chair Brookscing-1869-1869-1869 (Inglemail tobyedwards@bvu.net Motion: Secondedcorwma.com Minutes submitted by: Ron Peters and Saundpa Honaker

## CUMBERLAND PLATEAU RWMA:

Mr. Toby F. Edwards, Executive Director

**BUCHANAN COUNTY:** 

Mr. Jeff Cooper Mr. Tim Hess



#### **DICKENSON COUNTY:**

Mr. Damon Rasnick Mr. Ronald Peters

RUSSELL COUNTY:

ABSENT

Tim Hess

Mr. Carl Rhea Mr. Tim Lovelace

Cumberland Plateau Regional Waste Management Authority Monthly Board Meeting Minutes November 18, 2021

Members Present:

Jeff Cooper, Chairman

Carl Rhea

Ronald E. Peters

Damon Rasnick

Tim Lovelace

Others Present:

Toby Edwards, Director

Danny Davis, BC Solid Waste Saundra Honaker, Finance

Ernie McFaddin, McFaddin Insurance

<u>CALL TO ORDER:</u> Chairman, Jeff Cooper, called the November 18, 2021, meeting of the Board of Directors to order at 6:03 PM. The Pledge of Allegiance and prayer were observed.

**QUORUM:** A quorum was established.

APPROVAL OF MINUTES: The minutes of the October 21, 2021, monthly meeting of the Board of Directors was presented for consideration. A motion was made by Ron Peters and seconded by Damon Rasnick to approve the minutes as presented. Motion was ratified, voting as follows:

Damon Rasnick - Aye

Tim Lovelace- Aye

Ron Peters - Ave

Carl Rhea - Aye

Jeff Cooper - Aye

137 Highland Drive / P. O. Box 386 Lebanon, VA 24266 Phone 276-833-5403 Email tobyedwards@bvu.net www.cprwma.com



## ADMINISTRATIVE BUSINESS

WASTE STREAM REPORTS – October 2021: Toby Edwards reviewed the waste stream reports. All three counties were down from the previous month. The Environmental Recovery Fee of \$13 per load began November 1-2021. This rate will continue until June 30, 2022. The tipping & haul rate changed on October 27, 2021 as follows:

	Old Rate	New Rate
Buchanan	\$37.14	\$38.24
Dickenson	\$36.93	\$38.03
Russell	\$35.19	\$36.24

TREASURER'S REPORT - October 2021: Ron Peters presented the CPRWMA Treasurer's Report, reporting the total cash balance was \$217,472.96 at the end of October. A motion to approve the report as presented was made by Damon Rasnick and seconded by Carl Rhea. Toby stated that the certificate of deposit may have to be increased. We are waiting on requirement from DEQ. Motion was ratified, voting as follows:

Damon Rasnick - Aye	Carl Rhea - Aye
Tim Lovelace- Aye	Jeff Cooper – Aye
Ron Peters – Ave	

<u>CPRWMA ATTORNEY'S REPORT – October 2021:</u> Rebecca Thornbury reviewed the bylaws regarding the meeting time and date. Currently the meeting is set for the 3rd Thursday at 11:00 am. A motion was made by Tim Lovelace and seconded by Damon Rasnick to authorize Rebecca to review the bylaws and update the meeting time to 6:00 PM. Motion was ratified, voting as follows:

Damon Rasnick – Aye	Carl Rhea – Aye
Tim Lovelace- Aye	Jeff Cooper – Aye
Ron Peters – Aye	

<u>LITTER AND RECYCLING REPORT:</u> The second HHW was held in Buchanan County with less participation than the first.

## OLD BUSINESS

A motion was made by Tim Lovelace and seconded by Ron Peters to enter closed meeting pursuant to Section 2.2-3711 (A)(1) of the Code of Virginia to discuss personnel matters and that Toby Edwards, Saundra Honaker, and Ernie McFaddin

Page 3

attend, as they are deemed necessary and would aid the Board in their consideration. Motion was ratified, voting as follows:

Damon Rasnick - Aye

Carl Rhea - Aye Jeff Cooper - Aye

Tim Lovelace- Aye

Ron Peters - Aye

A motion was made to reconvene in open session by Ron Peters and seconded by Damon Rasnick. Motion was ratified, roll call voting as follows:

Damon Rasnick - Aye

Carl Rhea - Aye

Tim Lovelace- Aye

Jeff Cooper - Aye

Ron Peters - Aye

Motion was made by Ron Peters and seconded by Damon Rasnick that the Board certifies that only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed session were heard, discussed, or considered during the closed session pursuant to Section 2.2-3712 of the Code of Virginia.

Motion was ratified, roll call voting as follows:

Damon Rasnick - Aye

Carl Rhea - Aye

Tim Lovelace- Aye

Jeff Cooper - Aye

Ron Peters - Aye

A motion was made by Ron Peters and seconded by Tim Lovelace to approve the new annual health/dental/vision plan for Toby Edwards as presented by Ernie McFaddin. Motion was ratified, voting as follows:

Damon Rasnick - Aye

Carl Rhea - Ave

Tim Lovelace- Aye

Jeff Cooper - Aye

Ron Peters - Aye

A motion was made by Ron Peters and seconded by Damon Rasnick to authorize the chairman, Saundra Honaker, and Toby Edwards to finalize the details on a Medical Reimbursement Plan for Toby Edwards. Motion was ratified, voting as follows:

Damon Rasnick - Aye

Carl Rhea - Ave

Tim Lovelace- Aye

Jeff Cooper - Aye

Ron Peters - Ave

A motion was made by Damon Rasnick and seconded by Ron Peters to give a Christmas Bonus to Toby Edwards and Saundra Honaker in the same amount as last year. Motion was ratified, voting as follows:

Damon Rasnick - Aye

Carl Rhea - Aye

Tim Lovelace- Aye

Jeff Cooper - Aye

Ron Peters - Aye

## **NEW BUSINESS**

Meeting dates were discussed under Attorney Report.

#### CORRESPONDENCE

No correspondence to present

## ADJOURNMENT AND NEXT MEETING

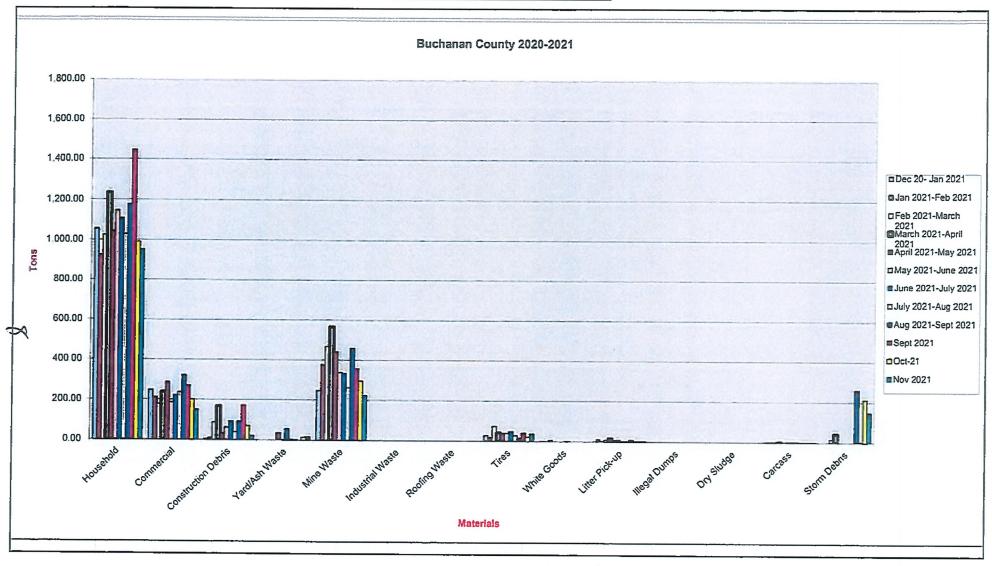
A motion was made by Ron Peters and seconded by Carl Rhea to adjourn the meeting at 6:40 PM and that the next meeting be held December 16, 2021, at 5:00 PM at

Damon Rasnick – Aye	ified, voting as follows: Carl Rhea – Aye
Tim Lovelace- Aye	Jeff Cooper – Aye
Ron Peters – Aye	- •
	•

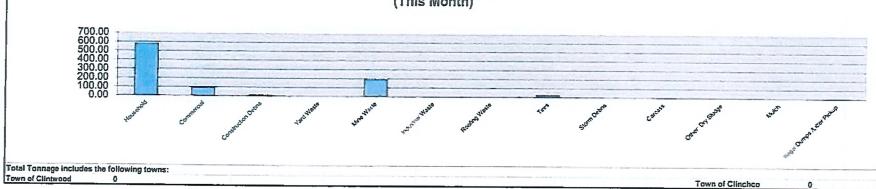
		of the factoring to the control of the second		Сип	berland F	Plateau Regio	onal Waste N	lanagement.	Authority						
					)	Waste S	Stream Analy	rsis					-		
SPANISH PRINCES				t	eriod: De	cember 15th			, 2021	***					
						Buch	anan Coun	ty							
Waste Material(s)				April 2021	April 2021- May 2021	May 2021-June 2021	June 2021-July 2021	July 2021-Aug 2021	Aug 2021-Sept 2021	Sept 2021	Oct-21	Nov 2021	Doc 2021	Totals Tons All	Average {Per Mont Tonnage
Household	1,055.84	924.99	1,024.37	1,233 92	1,045.92	1,145.72	1,106.21	1.027.68	1,177.81	1,444.65	991.02	951 68	0.00	13,129.81	Tomage
Commercial Construction	247.95	210.80	178 04	238.26	286.74	185.49	221.37	236 41	323 03	270 07	201 35	149 27	0.00	2,748.78	1
Debris	4.59	10 28	86.76	167.17	33 88	61.49	90.97	38.54	91.00	172.46	20.04				
Yard/Ash Waste	0.00	0.00	0.00	0.00	34.28	0.36	54.80	3.58	0.54	0.00	69.61	21.26	0.00	848.01	
Mine Waste	248.00	377.82	466 81	565.89	439.82	339.21	333 95	261.80	. 24	a time to the same and the same of the	13.12	15.93	0.00	122.61	
Industrial Waste	0.00	0.00	0 00	0.00	0.00	0.00	0.00	0.00	458 31	357.61	297.56	224.35	0.00	4,371.13	
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	and the same of th	0.00	0 00	0.00	0.00	0 00	0.00	
Tires	27.40	17.94	72.88	41.58	39.78	39.58		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
White Goods	0.59	0.00	5.85	0.00	0.00	0.00	48.64	27.66	16.47	40.19	20 73	35.70	0.00	428.55	
Litter Pick-up	9 35	3.10	7.85	13.14	5.44	The same of the sa	0.01	0.00	0.00	0.00	0.00	0 00	0.00	6.45	-
Illegal Dumps	0.00	0.00	0.00	0.00		7.56	1.07	2 60	8.93	1.77	2.09	0 19	0.00	63.09	
Dry Sludge	0.00	0.00	0.00	married to make a print to below the same in	0.00	0.00	0 00	0.00	0 00	0.00	0.00	0.00	0.00	0.00	
Carcass	0.50	0.42	Charles and the control of the factorists where the	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0 00	0.00	0.00	
Storm Debris	0.00	0.00	0.11	0.12	0.00	1.34	0.25	1.70	0.32	0.21	0.76	0 25	0.00	5.98	
Didin Debilo	0.00	0,00	13,79	40.68	0.00	0.00	0 00	0 00	260.67	3.61	212.56	147.41	0.00	678.72	
Totals	1,594.22	1,545.35	1,856.46	2,300.76	1,885.86	1,780.75	1,857.27	1,599.97	2,337.08	2,290.57	1.808.80	1.546.04	0.00	22,403,13	1,866.9
Town of Grundy		0.00	0.00	0.00									0100	22,400.10	1,000,5
	Management of the same	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Alasto Bandary	TO CONTRACT OF THE PARTY OF THE		HAZER LA			Dicken	son Count	у	ent of the same	OMETON STATE					
						,									
Waste Material(s)	ec 20- Jan 202	Jan 2021-Feb 2021	Feb 2021-March 2021	March 2021- April 2021	April 2021- May 2021	May 2021-June 2021	June 2021-July 2021	July 2021-Aug 2021	Aug 2021-Sept 2021	S+ 2224				Totals from all	Average (Per Month)
Household	597.15	511.39	610.53	730.97	683.19	664.36				Sept 2021	Oct 2021	Nov 2021	Dec 2021	Columns	Tonnage
Commercial	118 85	131.77	133.76	135.82	198.99	Control of the Section of the Sectio	652.89	607.05	715.02	648.79	632.89	575.49	0.00	7,629.72	
Construction			100.70	155.62	190.99	151.04	200 34	133 02	194.26	156.50	138.36	91.93	0.00	1,784.64	
Debris	4.12	23.76	100.60	25.41	40.07	40.00								The same of the sa	
ard Waste	0.00	0.00	0.00	0.00	16 97	18 69	28.33	47.77	26 06	130.15	28 07	9 14	0.00	459.07	
Mine Waste	220.80	283.57	233.28	annual of the state of the state of	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
ndustrial Waste	0.00	0 00		231.36	248.11	187.92	205.09	202.64	189.26	198.91	219.01	184.76	0.00	2,604.71	
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Tires	13.49	22.15	0.00	0.00	0.00	0 00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	the arter of the favores are a surface
Storm Debris	0.00	Transport of transport of the last of the	19.96	31.80	9.05	14 67	17.00	16.33	21.23	15.91	26 85	21.96	0.00	230.40	
Carcass	"Browners" continue to your property of	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	And the same of th	
ory Sludge	0 00	0 07	0.05	0.00	0.02	0.00	0.05	0.06	0.00	0.05	0.00	0.17	0.00	0.00	
To the second se	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	CONTRACTOR	0.47	
fulch	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
legal umps/Cleanups	4 41	0.54	0.70	3.73	0.94	1.44	0 53	1.63	0.80				0 00	0.00	
	050.00	070.00	The state of the s	1				1.00	0.00	1.12	0.23	0.71	0.00	16.78	
Totals	958.82	973.25	1,098.88	1,159.09	1,157.27	1,038.12	1,104.23	1,008.50	1,146.63	1,151.43	1,045.41	884.16	0.00	12,725.79	1,060.48
Town of Clintwood	0.00	0.00						1							
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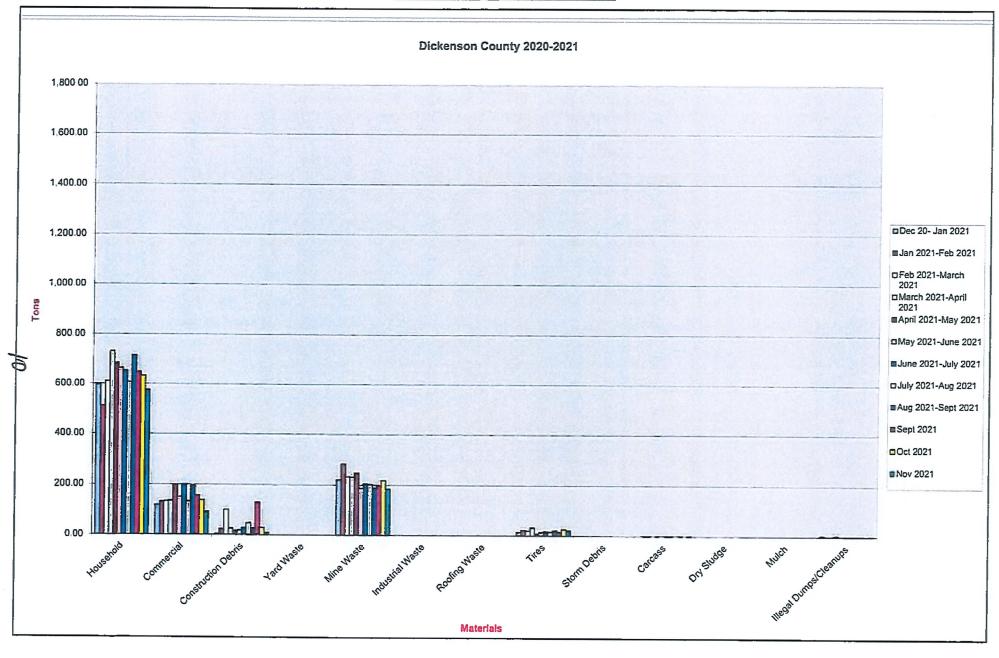
						Russ	ell County								
Waste Material(s) :	Dec 20- Jan 202	an 2021-Feb 20:	Feb 2021-March 2021	March 2021- April 2021	April 2021- May 2021	May 2021-June 2021	June 2021-July 2021	July 2021-Aug 2021	Aug 2021-Sept 2021	Sept 2021	Oct 2021	Nov 2021	Dec 2021	Totals from all	Avera (Per Mo
Household	1,134.13	1,111.53	1,248.79	1,452.34	1,320.86	1,426.73	1,313 68	1,297.25	1,511.61	1,309.79				Columns	Tonna
Commercial	125.88	96.49	120.61	128.56	170 90	98.70	131.65	125.82	124.99	100.22	1,186 29 122 72	1,264.10	0 00	15,577.10	
Construction			and any time of the last and another same the second and	The second second second second second		00.110	101.00	123,02	124,55	100.22	122.12	104.52	0.00	1,451.06	
Debris	96.18	44.28	44.38	113 81	73.16	104.61	65.56	134 60	54.92	64.05	107.17	04.47	0.00	555 46	
ard/Ash Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84.47 0.00	0 00	987.19	
Aine Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0 00	0.00	0.00	0.00	
ndustrial Waste	24.74	26.23	31.44	36.86	26.15	30.29	34.21	30.70	26 81	19.80	20.36	30.78	0.00	0.00	
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	338.37	
īres	21.47	8.52	14.06	10.55	39.40	25 26	13,86	17.18	20.38	21.85	7.10	19 56		0.00	The resemble server is
Vhite Goods	0.00	2.59	0.00	9 31	5.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	219.19	-
allates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	the state of the same of the s	0.00	17.40	
ry Sludge	0 00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
ontaminated		1					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
ecycle	0.00	0.00	0.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
legal Dumpsite	3.93	0.00	0.96	5.76	0.72	13.40	14.19	16.84	6.16	6.35	0.00 1.69	0.00	0.00	0.80	************
torm Debris	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	THE RESIDENCE OF THE PERSONS	0.51	0.00	70.51	
arcass	1.41	2.30	4.35	0.88	0.84	0.48	1.39	0.60	1.11	17.27	0.00	0.00	0 00	0.00	
2 4444			A STATE OF STREET OF STREET, ST.		0.01		1.00	0.00	111	17.21	11.91	1.82	0.00	44.36	
Totals	1,407.74	1,291.94	1,465.39	1,758.07	1,637.53	1,699.47	1,574.54	1,622.99	1,745.98	1,539.33	1,457.24	1,505.76	0.00	18,705.98	1,558
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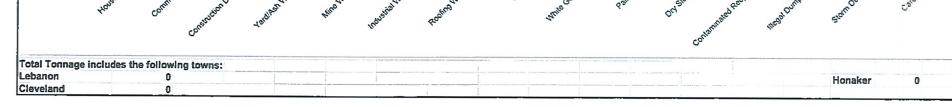


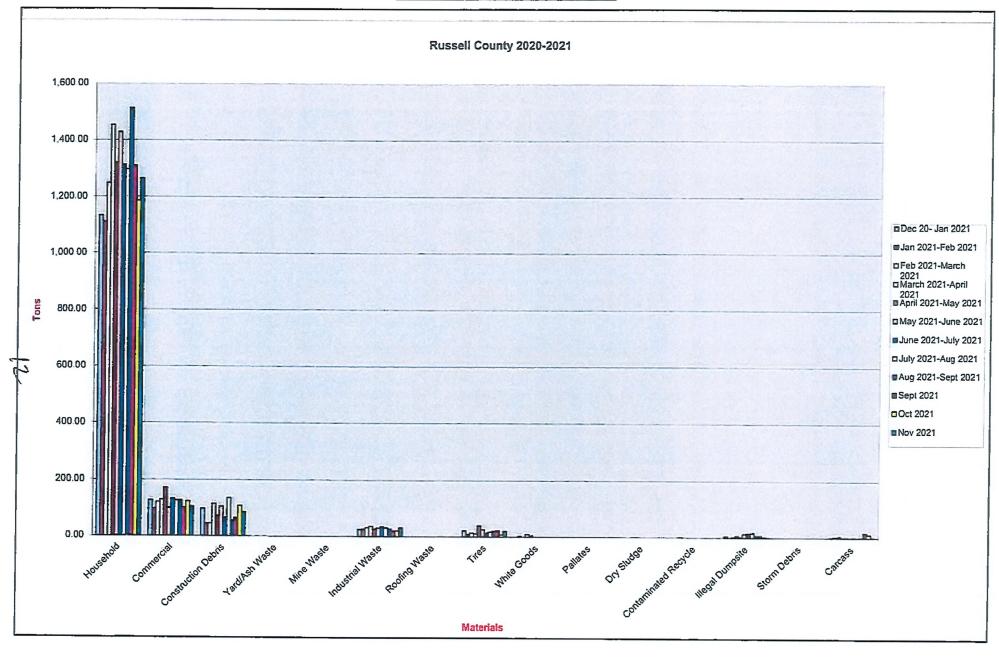
					·			ounty Waste er 1, 2021 to									
Name of Waste Meterial	This Month (Tons)	Last Month (Tons)	2020 (Tons)	2019 (Tons)	2018 (Tons)	2017 (Tons)	2016 (Tons)	2015 (Tone)	2014 (Tons)	2013 (Tons)	2012 (Tons)	2011 (Tons)	2010 (Tons)	2009 (Tone)	2008 (Tons)	2007 (Tone)	2006 (Tons)
Household	575.49	632.89	616.42	545.94	498.00	554 19	575.25	610.26	529.76	518.64	577.59	621.39	592 32	649 05	811.01	705.17	700.07
Commercial	91.93	138 36	255.62	105.30	93.62	44 83	34.85	72.25	85.06	11.81	22.00	23.58	27 91	187.08	141.27	11.28	5.63
Construction Debris	9.14	28.07	7 72	8.69	0.00	0.29	1.18	5.39	2.87	13.62	24.02	49.36	9.65	9 69	54 16	41.98	27 35
Yard Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.80	2.55	84.85
Mine Waste	184 78	219.01	211.51	196.81	190.39	151.23	0.01	122 68	184.90	313.78	353.03	247.05	233 15	35 61	93.84	120.68	103.65
Industrial Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Roofing Waste	0.00	0.00	0.00	0.00	4 06	3 51	0.00	2 44	1 96	0.00	0.25	2 13	5.48	1 10	1 32	5.06	15.87
Tires	21.96	26.85	17 69	13.60	5 52	8 56	12 19	8.30	10 15	6.51	4.79	10.01	13.85	16.86	7 90	11.59	10.30
Storm Debris	0.00	0 00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Carcass	0.17	0.00	0.66	0.00	4.05	0.77	1.42	1.33	0.67	2.25	1 23	0.76	0.91	1 53	1.22	1.53	2.30
Other: Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5 50	0.00	0.00	0.00
Mulch	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
illega) Dumps /Litter Pickup	0.71	0 23	1.85	1.84	0 00	4.11	0.11	0.00	0.00	0.00	0.00	4.23	0.00	0.00	0.00	3.84	0.00
	884.16	1,045.41	1,111.47	872.18	795.64	767.49	625.01	822.65	815.37	866.61	982.91	958,51	0.00 883.27	906.42	922.52	903.68	950.02





		remain on promotestations and		the second section of the second				Waste Stre									
	(ALCOHOL: S	A COLUMN	STREET,	personne da	100000000	Penod: N	lovember 1,	, 2021 to No	vember 30,	2021			Examination	ETCH TORRESON	Entrarements.	Emachate) a	Accessed to
Name of Waste Material	This Month (Tons)	Last Month (Tons)	2020 (Tons)	2019 (Tons)	2018 (Tons)	2017 (Tons)	2016 (Tons)	2015 (Tons)	2014 (Tons)	2013 (Tons)	2012 (Tons)	2011 (Tons)	2010 (Tons)	2009 (Tons)	2008 (Tons)	2007 (Tons)	2006 (Tons
pusehold	1,264.10	1,186 29	1,219.44	997.40	1.034.46	1,036 35	1.053.25	1,107,41	1.062.21	1,112 05	1.169 44	1.290.03	1,272.20	1.336.30	1.268.15	1,400.31	1.516
ommercial	104.52	122.72	100.70	114.94	114.85	129.58	113 50	126.29	132.42	123.95	137.62	147.57	123.60	282.31	224.13	192.22	227.2
onstruction Debris	84.47	107.17	83.09	36.64	37.11	25.54	34.55	33.21	40.40	51.28	27.31	38.72	47.42	98.67	39.80	136.06	22.79
rd/Ash Waste	0.00	0.00	0.00	11.63	58.31	63.83	137.47	0.00	0.00	6.19	48.85	39.71	6.56	25.82	3 18	119 65	91.77
ine Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.91	42.54	21.89	27.90	0.00	0.00	0.00	0.00
dustrial Waste	30.78	20 36	36.40	24.57	41.02	28.15	15.72	9.67	7.24	5.85	8.28	9.59	6 22	15 20	19.80	61.14	117.7
oofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0 00	0.00	0.00	0 00	0.00	0.00	8.13	55.02
res	19.56	7.10	16.66	8.55	12.15	10.17	7.76	7.34	6 89	8.71	6 63	3.18	1 67	2 21	1.79	6.00	1.86
hite Goods	0.00	0.00	0.00	0.00	12.87	0.00	0.00	7.16	0.11	0 14	2.69	0.25	5 40	4 55	1.39	1.91	5.31
illates	0.00	0 00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
y Sludge	0.00	0.00	0.00	0.00	0 00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
intaminated Recycle	0.00	0.00	21.38	12.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0 00	0.00	0.00	0.00	0.00	12.48
gat Dumpsite	0.51	1.69	0.72	0.00	0.00	14.91	3.91	16.54	7.80	7.45	9.27	0 08	4 44	12 08	3.64	272	0.85
orm Debris	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
rcass	1.82	11.91	3 26	1.46	1.81	1.54	2.10	1.08	1.47	2 04	1.81	4.36	3 61	2 19	1.46	1.62	2 40
	1,505.76	1,457.24	1,481.65	1,208.15	1,312.58	1.310.07	1.368.26	1,308.70	1,258.54	1.323.57	1.454.44	1,555.38	1,499.02	1,779.33	1,563.34	1.929.76	2,053.5
								Russell Co	ounty Waste S (This Mont		is		Made 1 - restricts or interestible and state	terifican states and the same to the		.,	_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,





## Cumberland Plateau Regional Waste Management Authority

## **Cash Flow Statement**

## November 2021

Cash Balance -October 31, 2021		217,472.96
Cash Received - Tipping Fees: Dickenson (Oct) Buchanan (Oct) Russell (Oct)	55,991.85 86,537.52 67,262.30	
Bank Loan		209,791.67 76,000.00
Cash Expenditures - Cash Expenditures - Nov 2021		(199,916.10)
Cash Balance - November 30, 2021		303,348.53

Fund Balances:	
Capital Equip Replacement Fund	\$165,510
DEQ C/D	\$25,022
	\$25,022.46

Total in Bank 493,880.99

## **Cumberland Plateau Regional**

## **Check Register**

For the Period From Nov 1, 2021 to Nov 30, 2021 Filter Criteria includes: Report order is by Check Number.

Check#	Date	Payee	Amount
	11/7/21	Anthem HealthKeepers, Inc.	514.88 Toby's Health/Vision/Dental
	11/19/21	Caterpillar Financial Services Corp	6,218.75 Loan Payment
	11/30/21	TAG Resources, LLC	89.57 Employee 401k
	11/30/21	TAG Resources, LLC	245.00 Employee 401k
	11/5/21	TAG Resources, LLC	245.00 Employee 401k
12.15.21	11/30/21	United States Treasury	1,656.88 Federal Withholding
12.27.21	11/30/21	VA Dept of Taxation	325.29 State Withholding
13521	11/1/21	Fields Restaurants, LLC	375.45 Board Meeting Oct/21
13522	11/1/21	Lebanon Block & Supply	
13523	11/1/21	Septic Inc.	12.58 BC Supplies 350.00 BC Leachate
13524	11/1/21	Addington Oil, Inc	2,610.20 RC Fuel
13525	11/1/21	Unifirst Corporation	324.54 Uniforms Oct/21
13526	11/1/21	Crystal Springs	
13527	11/1/21	Griffin Instruments	36.44 RC Supplies
		- The state of the	3,046.31 BC Sta Maint \$782.85
			DC Sta Maint \$791.28
13528	11/1/21	Void	RC Sta Maint \$1,472.18
13529	11/1/21	Buchanan County PSA	60 27 DO LINES.
13530	11/1/21	Appalachian Power Company	60.27 BC Utility
13531	11/18/21	WM Corporate Services, Inc.	320.70 BC Electric
13532	11/18/21	WM Corporate Services, Inc.	60,602.59 BC Tipping/Haul Oct/21
13533	11/18/21	WM Corporate Services, Inc.	37,206.27 DC Tipping/Haul Oct/21
13534	11/18/21	Lowe's	51,045.44 RC Tipping/Haul Oct/21
13535	11/18/21	Void	220.42 RC Sta Maint
13536	11/18/21	Justice Law Office	4.007.00 ()
13537	11/18/21	MX( Environmental Services, LLC	1,067.20 Legal Oct/21
13538	11/18/21	Mansfield Oil Company	1,886.75 BC HHW
13539	11/18/21	Industrial Development Authority	60.20 Vehicle Fuel
13540	11/18/21	Honaker Solutions, LLC	200.00 Office Rent Dec/21
13541	11/18/21	Pest Control Plus, Inc.	800,00 Accounting Nov/21
13542	11/18/21	IGO Technology	120.00 BC/DC/RC Pest \$40 each
13543	11/18/21	Verizon	115.85 BC Internet
13544	11/18/21	Dickenson Co Public Service Authority	36.32 RC Phone
13545	11/18/21	Appalachian Power Company	42.86 DC Utility
13546	11/18/21	Appalachian Power Company	256.66 DC Electric
13547	11/18/21	Garter Machinery Company, Inc.	209.45 RC Electric
	11710721	Carto, Wachinery Company, Inc.	20,222.41 BC Equip Maint \$5,583.29
13548	11/18/21	Carter Machinery Company, Inc.	RC Equip Maint \$14,639.12
13549	11/18/21	Skyline Contracting Inc.	111.31 RC Equip Maint
	11110121	Only me.	355.00 RC Equip Maint \$195
13550	11/18/21	Alderson Construction	BC Equip Maint \$160
3551	11/18/21	Card Services Center	225.00 DC Sta Maint
.0001	11/10/21	Card Services Carrier	1,592.07 Postage (USPS) \$54.
			Boots (Saf-Gard) \$1,234,94
			Supplies (Wal-Mart) \$63.13
PR11121	11/2/21	Panald E Datem	RC Equip (Butty) \$240
R11121		Ronald E. Peters	184.70 Director's Compensation
R11121	11/2/21 11/2/21	Tim/Lovelace	184,70 Director's Compensation
R11121		Carl Rhea	184.70 Director's Compensation
R11121	11/2/21 11/2/21	Jeffery S. Cooper	184.70 Director's Compensation
R11122	11/2/21	Timothy W., Hess Damon Rasnick	184.70 Director's Compensation
R111521	11/15/21	Toby F. Edwards	184.70 Director's Compensation
R112421	11/24/21	Toby F. Edwards	2,500,12 Toby Salary 1st half
R113021	11/30/21	Toby F. Edwards Toby F. Edwards	1,000,00 Toby Christmas
- i t t tradita i	THOULE		2,500,12 Toby Salary 2nd half
otal			
otal		· · ·	199,916.10
		( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )	V.

## CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY FY 2021-22 - OPERATING BUDGET & EXPENSE REPORT

Direct Expenses:		$\prod$	Expenditures	FY 2021-22	
Transport/Disposal   770,634.00   1,482,992.00   Tire Recycling   15,000.00   15,000.00   Tire Recycling   1,886.75   12,000.00   Other Reimbursed Expenses   772,520.75   1,509,992.00   Other Reimbursed Expenses   772,520.75   1,509,992.00   Other Reimbursed Expenses   772,520.75   1,509,992.00   Other Disposal   2,000.00   Other Disposal   2,554.56   5,100.00   Single Missell   1,60.86   4,500.00   Single Missell   1,60.86   4,500.00   268   Supplies		1	Thru 11/31/2021	Budget	Ĭ
Tire Recycling					
Thre Recycling		$\perp$	770,634.00	1,482,992.00	
Dither Relimbursed Expenses					
Other Reimbursed Expenses   772,520.75   1,509,992.00	HHW Event	Т	1,886.75	12,000,00	<b>†</b>
Debt Service - Loaders	Other Reimbursed Expenses	十	-		<del> </del>
Debt Service - Loaders		╁	772 520 75	1 500 002 00	-
Debt Service - Loaders	Overhead Expenses:	十	772,320.73	T'209'235'00	
Cither Disposal		┿	21 002 75	77.000.00	
Utilities:   2,554,56		十	31,093.75		
Buchanan		十	-	2,000.00	0%
Dickenson		+	2 554 55	E 100 00	
Russell		十		T	
Supplies:		十		· · · · · · · · · · · · · · · · · · ·	-
Buchanan   656.64   2,500.00   288   1242.54   2,500.00   100	Supplies:	十	2,200,00	7,300,00	20%
Dickenson   242,54   2,500.00   108   Russell   646,29   2,500.00   268   Fuel:		十	656.64	2 500 00	759/
Russel   646.29   2,500.00   268   268.29   2,500.00   268   268.29   2,500.00   268   2,942.97   4,500.00   658   2,942.97   4,500.00   658   2,942.97   4,500.00   658   2,678.29   7,000.00   368   2,678.29   7,000.00   368   2,678.29   7,000.00   368   2,678.29   7,000.00   368   2,678.29   7,000.00   368   2,678.29   7,000.00   368   2,678.29   7,000.00   368   2,678.29   2,000.00   368   2,678.29   2,000.00   368   2,678.29   2,000.00   368   2,678.29   2,000.00   368   2,678.29   2,000.00   368   3,579.29   2,000.00   368   3,579.29   3,	Dickenson	†			
Fuel:   Buchanan	Russell	7			
Dickenson   2,942.97   4,500.00   658	Fuel:	1	*		
Dickenson   2,942.97	Buchanan	1	5,436.50	7,000,00	78%
Russell	Dickenson				65%
Telephone:   Buchanan   662.58   1,500.00   448	Russell	П	2,678.29		38%
Dickenson   699.65	Telephone:	$\Box$	f		
Dickenson   693.65		$\mathbf{L}$	662.58	1,500.00	44%
Station Maintenance/Improvements:		Ц	693.65		63%
Buchanan   3,410.35   30,000.00   11M		Ш	827.19	2,000.00	41%
Dickenson   8,859.38   30,000.00   30%		Ц			
Russell   13,591.51   30,000.00   45%		Ш		30,000.00	11%
Dickenson   33,181.10   23,000.00   144%		Ш	8,859.38		30%
Buchanan   33,181.10   23,000.00   144%		Ш	13,591.51	30,000.00	45%
Dickenson   B,710.93   23,000.00   35%		Ц			
Russell   33,542.74   23,000.00   146%		Ц			144%
Transfer Station Permits and Management:	The state of the s	Н			58%
Station Permits   19,404.00   20,000.00   97%		44	33,542.74	23,000.00	146%
VACO Insurance         14,697.00         18,000.00         82M           Management & Fringe         38,130.29         90,000.00         42M           Finance Manager         3,950.00         9,000.00         44M           Legal         4,862.88         12,000.00         41M           iT Support         2,982.50         4,000.00         75M           Office Rental/Internet/Cell/Office Supplies         2,964.71         5,000.00         49M           Directors Comp & PR Tax         6,459.00         18,100.00         36X           Professional Fees (Audit)         -         7,200.00         0M           Meeting Expense         1,837.26         3,000.00         61M           Travel         1,448.70         1,000.00         8M           Supplies:         82.29         1,000.00         8M           Oues/Ulcenses         -         400.00         0M           Vehicle Expense         919.00         2,500.00         37X           Uniform Rentals         3,122.15         4,000.00         78K           Advertising         293.00         2,000.00         0M           Projects-Tire Shear DC&RC         20,000.00         0M           OVERHEAD SUBTOTAL         253,107.68 <td></td> <td>44</td> <td></td> <td></td> <td></td>		44			
Management & Fringe         38,130.29         90,000,00         42M           Finance Manager         3,950.00         9,000,00         44M           Legal         4,862.88         12,000,00         41%           IT Support         2,982.50         4,000.00         75%           Office Rental/Internet/Cell/Office Supplies         2,964.71         5,000.00         49%           Directors Comp & PR Tax         6,459.00         18,100.00         36%           Professional Fees (Audit)         -         7,200.00         0%           Meeting Expense         1,837.26         3,000.00         61%           Travel         1,448.70         1,000.00         8%           Supplies:         82.29         1,000.00         8%           Oues/Ulcenses         -         400.00         0%           Vehicle Expense         919.00         2,500.00         37%           Advertising         293.00         2,000.00         15%           Projects-Tire Shear DC&RC         -         20,000.00         0%           Reserves/Equip/         Emergency Fund         -         2,000.00         0%           OVERHEAD SUBTOTAL         *         253,107.68         499,900.00         1	The state of the s	44	**************************************		97%
Finance Manager  Legal  1,950.00  1,000.00  444  1,662.88  12,000.00  415  1,000.00  758  Office Rental/internet/Cell/Office Supplies  2,982.50  4,000.00  758  Office Rental/internet/Cell/Office Supplies  2,964.71  5,000.00  498  Directors Comp & PR Tax  6,459.00  18,100.00  368  Professional Fees (Audit)		$oldsymbol{arphi}$			82%
Legal		Н			
T Support   2,992.50   4,000.00   75%		$\coprod$			
Office Rental/Internet/Cell/Office Supplies         2,964.71         5,000,00         49%           Directors Comp & PR Tax         6,459.00         18,100.00         36%           Professional Fees (Audit)         -         7,200.00         6%           Meeting Expense         1,837.26         3,000.00         61%           Travel         1,448.70         1,000.00         145%           Supplies:         82.29         1,000.00         8%           Oues/Licenses         -         400.00         0%           Vehicle Expense         919.00         2,500.00         37%           Uniform Rentals         3,122.15         4,000.00         78%           Advertising         293.00         2,000.00         0%           Projects-Tire Shear DC&RC         20,000.00         0%           Reserves/Equip/         Emergency Fund         253,107.68         499,900.00           OVERHEAD SUBTOTAL         253,107.68         499,900.00         11           Tire Machines/Shearer         82,300.00         11         11		╫			
Directors Comp & PR Tax   6,459.00   18,100.00   35%	Office Rental/Internet/Cell/Office Supplies	╁			
Professional Fees (Audit)         -         7,200.00         ox           Meeting Expense         1,837.26         3,000.00         61%           Travel         1,448.70         1,000.00         145K           Supplies:         82.29         1,000.00         8%           Dues/Licenses         -         400.00         ox           Vehicle Expense         919.00         2,500.00         37%           Uniform Rentals         3,122.15         4,000.00         78%           Advertising         293.00         2,000.00         15%           Projects-Tire Shear DC&RC         20,000.00         ox           Reserves/Equip/         Emergency Fund         2,000.00         ox           OVERHEAD SUBTOTAL         253,107.68         499,900.00         15%           Tire Machines/Shearer         82,300.00         11,000.00         11,000.00         11,000.00		Н			
Meeting Expense         1,837.26         3,000.00         61%           Travel         1,448.70         1,000.00         145%           Supplies:         82.29         1,000.00         8%           Dues/Licenses         -         400.00         0%           Vehicle Expense         919.00         2,500.00         37%           Uniform Rentals         3,122.15         4,000.00         78%           Advertising         293.00         2,000.00         15%           Projects-Tire Shear DC&RC         -         20,000.00         0%           Reserves/Equip/         Emergency Fund         -         2,000.00         0%           OVERHEAD SUBTOTAL         253,107.68         499,900.00         15% <td< td=""><td>Professional Fees (Audit)</td><td>H</td><td></td><td></td><td></td></td<>	Professional Fees (Audit)	H			
Travel         1,448.70         1,000.00         145K           Supplies:         82.29         1,000.00         8M           Dues/Licenses         -         400.00         0K           Vehicle Expense         919.00         2,500.00         37X           Uniform Rentals         3,122.15         4,000.00         78K           Advertising         293.00         2,000.00         15K           Projects-Tire Shear DC&RC         -         20,000.00         0%           Reserves/Equip/         Emergency Fund         -         2,000.00         0%           OVERHEAD SUBTOTAL         253,107.68         499,900.00         15K         15K         15K           Tire Machines/Shearer         82,300.00         15K         <	Meeting Expense	Ħ	1,837.26		
Supplies:         82.29         1,000.00         8%           Dues/Licenses         -         400.00         0%           Vehicle Expense         919.00         2,500.00         37%           Uniform Rentals         3,122.15         4,000.00         78%           Advertising         293.00         2,000.00         15%           Projects-Tire Shear DC&RC         -         20,000.00         0%           Reserves/Equip/         Emergency Fund         -         2,000.00         0%           OVERHEAD SUBTOTAL         *         253,107.68         499,900.00         *           Tire Machines/Shearer         82,300.00         *         *         *	Travel	П	1,448.70		
Vehicle Expense         919.00         2,500,00         37%           Uniform Rentals         3,122.15         4,000.00         78%           Advertising         293.00         2,000.00         15%           Projects-Tire Shear DC&RC         -         20,000.00         0%           Reserves/Equip/         Emergency Fund         -         2,000.00         0%           OVERHEAD SUBTOTAL         *         253,107.68         499,900.00         *           Tire Machines/Shearer         82,300.00         *         *         *		П	82.29	1,000.00	
Uniform Rentals         3,122.15         4,000.00         78%           Advertising         293.00         2,000.00         15%           Projects-Tire Shear DC&RC         -         20,000.00         0%           Reserves/Equip/         Emergency Fund         -         2,000.00         0%           OVERHEAD SUBTOTAL         *         253,107.68         499,900.00         *           Tire Machines/Shearer         82,300.00         *         *         *		Ц			0%
Advertising 293.00 2,000.00 15%  Projects-Tire Shear DC&RC - 20,000.00 0%  Reserves/Equip/ Emergency Fund - 2,000.00 0%  OVERHEAD SUBTOTAL * 253,107.68 499,900.00  Tire Machines/Shearer 82,300.00		H	<del></del>		
Projects-Tire Shear DC&RC         20,000,00         0%           Reserves/Equip/         Emergency Fund         2,000,00         0%           OVERHEAD SUBTOTAL         253,107.68         499,900,00         1           Tire Machines/Shearer         82,300,00         1         2		₩			
Reserves/Equip/         Emergency Fund         2,000.00         0%           OVERHEAD SUBTOTAL         * 253,107.68         499,900,00         1           Tire Machines/Shearer         82,300,00         1         2		╁	493.00		
OVERHEAD SUBTOTAL         *         253,107.68         499,900,90           Tire Machines/Shearer         82,300,00         12,2		╁			
Tire Machines/Shearer 82,300.00 12.2		H	•		0%
EQUI. 3 (A) LE (A)	OVERHEAD SUBTOTAL	H	253,107.68		
	fire Machines/Shearer	ot	82,300.00		.2 1
11-11-12-12-13-13-13-13-13-13-13-13-13-13-13-13-13-	TOTAL EXPENSES	╁	1,107 030 49		
			4,404,036,104,1	5'ma'935'm	

Data ha	dut znig	[-1 - a.t
nate De	Rins and	1444
	17.0	40.44
	23,0	36.11

\*\*Overhead Rate per County

*Managemen	t Breakdown	(data taka
Toby Health		1597.93
Toby Salary		31598.76
401K Cost/Coi	ntribution	2516.23
Taxes		2417.37
		38130,29
Directors Com	p & Taxes	"我看到一里子",都是陈江人。
Səlary	6000	
Taxes	459	
	6459	
Office Breakdo	nwa	And the present of the
Phone/Int		497.37
Rent		1000,00
Postage		303.2
Office Sup		644.14
Bank Charge		20.00
		2464.71

## PAGE 1 OF 2



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EXISTING	AC	co	U	NT	X

AGREEMENT NO.	946308
CUSTOMER NO.	board and a second

					CUSTOMER	NO		
	CUSTOME	er serv	VICE AG					
COMPANY NAME (COSTS CHARLE	DI AND DI	ATTE A LEE	BEGLON					3/17
ADDRESS -PO BOX 380 / 135 HI	GHLAND :	suite	C.	· · · · · · · · · · · · · · · · · · ·	IC	JC. NO		2017
LEBANON, VA 2426	6							
PHONE (000) 000-0000 7 7	6-883	-5403	₹	······································	D/	ATE	12/	03/2021
The understand the "CUSTOMER" orders to	nor Howeling Con-			Unidings ton	SI	C/NAICS		and the second second
"UNIFIRST") the rental service(s) at the prices	s and upon the c	onditions or	utlined	rioloniga, mic	. u.n.u, pair	ust andor O	hibirst Canad	ia LTD.
	MEI LOSTI	RCHANDI	SE SERVIC	ED				
FIEM DESCRIPTION	DAMAGED REPLACEMENT CHARGE	BERVICE FREQUENCY	PERSONSI	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD NON- STANDARD	TOTAL FULL SERVICE	TOTAL VALULEAS
04UM\$SSHT-UNIFIRST MICROCHECK	13,10		6	fe	2625		17.33	
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\* All returned directs and declined creshtholtricants pulped to \$35 processing fee \$ This Agreement is effective city upon acceptance by the First Eucation Managor

LOCATION WANDGER Print flore and Table

<sup>1</sup> Out sizes of otherwise Standard Morchandse are deemed to be Non Standard Morchandrise <sup>2</sup> Morthandse which is Vet U Lessed is not cleaned by Unifies. <sup>3</sup> Charge status contreport upon continuing credit worthiness and may be revoked at Unifiest's discretion.

Form #1753H - New 08/21

#### PAGE 2 OF 2

#### **CUSTOMER SERVICE AGREEMENT TERMS**

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Morchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the picce and upon the terms conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the

PERFORMANCE GUARANTEE, UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Marchandiso cleaned, finished, inspected, repained, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Morchandise requiring replacement due to normal wear and tour will be replaced at no cost to Customer, save for any applicable personatization and setup charges.

Customer expressly walves the right to terminate this Agreement during the Initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies. (2) UniFirst is afforded at least 50 days to correct any deficiencies complained of; and (3) UniFirst finis to correct those deficiencies complained of within 50 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by treason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Marchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS, Prices are based on 52 weeks of service per year, Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices than in effect will be increased by the greater of the annual percent increase in the Consumer. All than Consumers, Series ID: CUUROOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying Unifirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, Unifirst may forminal this Agreement, Customer also agrees to pay the other charges and maintain woodly charge horein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to Unifirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect herounder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/involces.

If Customer falls to make timely payment, Unifirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not Unifirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable soles, use, personal property, and other taxes and assessments arising out of this Agreement.

DEFE CHARGE, Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including

- D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance insurance, road use charges and local access fees.
- E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effuent control, solids disposal, supplies and equipment for poliution controls and energy conservation, and evenal regulatory compliance.
- F = FUE:, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.
- E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unitaterally and independently determined and solected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses. (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's Intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Fitame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way to responsible or liable for any figury or harmonic staffered by any Customer employees white wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or properly resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any afleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied beraunder is intended only to prevent the ignition and burning of fabric away from the point of high heat implingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is skely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when likuminated by a light source of sufficient candiopower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied sallshed particular ANSINSEA standards only when they were now and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) Unifiest does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by Unifiest will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-begging is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of Unificat's hygienic cleaning process.

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known us "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service at affected Non-Standard Merchandise Items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbesios, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for oil Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the formination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES, If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above). Customer wit pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 25 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obsigations or amounts award by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

Notchangus or payment or replacement charges, and the purchase or any non-standard Metrhanguse nems as set from or relates in any way to this Agreement or any alleged breach thereof at any time, the paties will first attempt to resolve the claim or dispute by regoldation at organical price time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations under not resolved through direct negotiations within 30 days shall be reached acknowled by by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration acknowledge party in any proceeding, including any appeals thereof (as determined by the Arbitration Federal Arbitration and are apart of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions harnof, and, the decision of the Arbitrator in accordance herewith is appecificable or persons or class action or class lifegation as a representative representative or any entered persons or as a member of any class of persons, or to consolidate tackness with those or any other persons or class of persons. If this prohibition against class lifegation is ruled to be unenforceable for any reason in any proceeding, then the prohibition gainst class so them.

MISCELLANEOUS, The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereix or therein. Limited the standard pre-printed terms and conditions therein shall have any application to this Agreement without the prior written consent of UniFirst. Customer agrees that in event it selfs or transfers its business, it will require the purchaser or transfers to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided that such assumption shall not relieve Customer of its liabilities hereunder and provided that the that any failure by a purchaser or bransfers to assume this Agreement. Notitive party will be liable for any includental, consequential, special, or puritive damages, in no event shall furifiest's aggregate liability to Customer for any and all relations accounts and the customer to UniFirst. In the event any portion of this Agreement is held by a court of competent juristication or by a didy appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by cartified mail to the attention of the Location Manager in Texas and certain other locations.

UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Hokings, Inc. d.b.a. UniFirst.

For- 017539 Rev 01/21

	15	LEONARDJ UniFirst Corpo Association UMBERLAND PLATEAU REGION	List	RCRUP00R Page: 3 Contract Number 946308
Loc	Cust No	Customer Name	Address	Route
207	1528834	CPRWMA BUCHANAN COUNTY	1912 BUCHANSHIRE RD RAVEN, VA	Y5050
207	1528837	CPRWMA RUSSEL COUNTY	1786 CENTURY FARM RD	W3250
207	1528839	CPRWMA DICKENSON COUNTY	CASTLEWOOD, VA 322 DOG BRANCH GAP RD CLINCHCO, VA	W3060

\*\*\*\*\* End of Report \*\*\*\*\*

12/03/2021

## tobyedwards@bvu.net

From:

Suzanne Taylor <suzanne.taylor@deq.virginia.gov>

Sent:

Tuesday, December 7, 2021 2:27 PM

To:

tobyedwards@bvu.net

Cc:

Saundra Honaker; Daniel Scott

Subject:

RE: CD Statement Balance for PBR 001, PBR 049 and PBR 106

Attachments:

DEQ Fin Assurance 2021.pdf

Hi Toby, thanks for your call yesterday regarding the Authority's CD account and the updated cost estimates for PBR 001, PBR 049 and PBR 106 (attached). Per our discussion and additional input from Dan Scott, DEQ agrees that the Authority may hold off on increasing the three closure cost estimates for site decontamination and PE closure certification costs until the Authority's next FA review due on October 9, 2022. Additionally, I understand the Authority will try to increase their CD account by \$10,000 to cover the increased FA obligation in 2022 and future inflation adjustments. Therefore I will issue a review letter by email within the next 60 days for the Authority's 2021 financial assurance submittal. Thanks again for your time and assistance in this matter. Please contact me if you have any questions.

Kind regards, Suzanne

Suzanne D. Taylor
Financial Responsibility Programs Coordinator
Office of Financial Responsibility and Waste Programs
Division of Land Protection and Revitalization
Virginia Department of Environmental Quality
1111 East Main Street, Suite 1400
Richmond, Virginia 23219
(804) 659-1533 my DEQ cell phone number
(800) 592-5482

(804) 698-4178 (Fax) All faxes received into DEQ MUST include the following information:

- · DEQ recipient's first and last name
- Sender's name
- Sender's personal contact phone number

suzanne.taylor@deq.virginia.gov Website: www.deq.virginia.gov

From: tobyedwards@bvu.net <tobyedwards@bvu.net>

Sent: Monday, November 22, 2021 1:11 PM

To: 'Suzanne Taylor' < suzanne.taylor@deq.virginia.gov>

Cc: 'Saundra Honaker' < honaker76@gmail.com>; 'Scott, Daniel' < daniel.scott@deg.virginia.gov>

Subject: RE: CD Statement Balance for PBR 001, PBR 049 and PBR 106

Suzanne and Dan,

Please see the attached 2021 Financial Assurance Forms and supporting documents.

Please let me know if you need anything else.

Sincerely,

## Toby F. Edwards, MsED

Executive Director
Cumberland Plateau Regional Waste Management Authority
135 Highland Drive, Suite C
Lebanon, VA 24266
Telephone (276) 883-5403
Cell 276) 698-9414
www.cprwma.com

From: Suzanne Taylor < suzanne.taylor@deq.virginia.gov>

Sent: Monday, November 22, 2021 11:31 AM

To: tobyedwards@bvu.net

Cc: Saundra Honaker < honaker76@gmail.com >; Scott, Daniel < daniel.scott@deq.virginia.gov >

Subject: RE: CD Statement Balance for PBR 001, PBR 049 and PBR 106

Hi Toby, attached is the DEQ closure cost estimate form. Please complete the form for any new closure costs for each permit being updated and email the form to me along with a copy to Dan Scott. Therefore I will also hold off on reviewing the 2021 FA for the three permits until we receive the new cost estimate(s). Thank you.

Kind regards, Suzanne

From: tobyedwards@bvu.net <tobyedwards@bvu.net>

Sent: Thursday, November 18, 2021 10:21 AM

To: 'Suzanne Taylor' < suzanne.taylor@deq.virginia.gov>

Cc: Saundra Honaker < honaker76@gmail.com>

Subject: RE: CD Statement Balance for PBR 001, PBR 049 and PBR 106

Suzanne,

Doing that as we speak. Sorry I have been on the road this week.

Will you send me the form I need to fill out "Solid Waste Management Facility Cost Estimate Form, DEQ Form CE SWMF?

Thanks,

## Toby F. Edwards, MsED

Executive Director
Cumberland Plateau Regional Waste Management Authority
135 Highland Drive, Suite C
Lebanon, VA 24266
Telephone (276) 883-5403
Cell 276) 698-9414
www.cprwma.com

From: Suzanne Taylor < suzanne.taylor@deq.virginia.gov>

Sent: Monday, November 15, 2021 4:39 PM

To: tobyedwards@bvunet.net

Subject: CD Statement Balance for PBR 001, PBR 049 and PBR 106

Hi Toby, I hope this email finds you doing well; please send me a current statement for the CD covering the financial assurance obligation for PBR 001, PBR 049 and PBR 106.

Thank you,

Suzanne

Suzanne D. Taylor
Financial Responsibility Programs Coordinator
Office of Financial Responsibility and Waste Programs
Division of Land Protection and Revitalization
Virginia Department of Environmental Quality
1111 East Main Street, Suite 1400
Richmond, Virginia 23219
(804) 698-4146 office number
(804) 839-1634 alternate work location
(800) 592-5482

(804) 698-4178 (Fax) All faxes received into DEQ MUST include the following information:

- DEQ recipient's first and last name
- Sender's name
- · Sender's personal contact phone number

suzanne.taylor@deq.virginia.gov Website: www.deq.virginia.gov



# Solid Waste Management Facility Cost Estimate Form, DEQ Form CE SWMF

1.	FΔ	CII	ITY	INFO	PMA	MOITA

Facility Name:Buchananan County Transfer	Permit No106		
Location Address: ——1912 Buchanshire Rd City, State, Zip: ——Raven, VA 24639			
FA Holder:			
Estimate Prepared by:Toby Edwards			
II. OPERATIONAL AND CLOSURE DETAILS			
Process Rate:200 tons/day	Closure	Plan Title:	
Storage Capacity: cubic yards		Plan Date:	
Process Area: square feet	P.E. Certification Date:		
III. Total Closure Cost Estimate			
Closure Cost Element	Total Cost	Notes	
Total Waste Removal Cost (including stockpiles):	\$ <u>\$7,648</u>	Specify Loading / Hauling and Disposal Rate (\$/ton) or (\$/cy): \$\$38.24 per ton	
Total Leachate / Washwater Removal Cost:	\$\$600	Specify Loading / Hauling and Disposal Rate (\$/ton) or (\$/gal): \$ \$300 per tank	
Total Decontamination Cost:	\$	(4) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4	
Total Postclosure Cost (if necessary):	\$	The second of th	
Total P.E. Certification of Closure:	\$		
Total Other:	\$	Specify:	
Total:	\$ \$8,248	The state of the s	
References: Please indicate references used to develor any supplemental calculations as necessary: ———Ple	ase see attached co	ost sheet.	
IV. CERTIFICATION BY PREPARER			
This is to certify that the cost estimates pertaining to	the engineering fea	tures and monitoring requirements of this solid	
waste management facility have been prepared by me	e and are represent	ative of the design specified in the facility's	
Closure Plan. The estimate is based on the cost of hir	ing a third party and	does not incorporate any salvage value that	
may be realized by the sale of wastes, facility structure	es, or equipment, la	and or other facility assets at the time of	
closure. In my professional judgment, the cost estima	ites are a true, corre	ect, and complete representation of the	
financial liabilities for closure and postclosure care of	the facility and com	ply with the requirements of 9 VAC 20-70 and	
all other DEQ roles and statutes of the Commonweal	n of Virginia.		
SIGNATURE: du	aus	DATE: 11/22/2/	
NAME:Toby F. Edwards TITLE:Executive Director			
Acknowledgement by Owner Operator:			
SIGNATURE:	luands	DATE: 11/22/2/	
NAME: ——Toby F. Edwards TITLE: ——Executive Director		/ /	

## Instructions for Completing DEQ Form CE SWMF

DEQ Form CE SWMF should be submitted by solid waste management facilities (SWMF) providing a new or updated cost estimate in accordance with a new permit, permit modification, or facility operational change affecting the existing financial assurance cost estimate. Examples of operational changes that could require calculation of a revised cost estimate and submittal of this form are listed below:

- Addition of a new solid waste building, equipment, or other construction on site;
- Increase, decrease, or exceedance or permitted process rate;
- Significant increase or decrease (± 15%) in SWIA report since previous year;
- increase, decrease, or exceedance of permitted storage capacity;
- New stockpile, increase or decrease in stockpile size, or complete removal of stockpile;
- Addition or removal of leachate storage unit capacity (e.g. tanks)
- Change in leachate disposal method;
- Modification to closure plan;
- Partial facility closure; and
- Any enforcement action requiring a revised cost estimate and financial assurance update.

If the facility is increasing an existing cost estimate for inflation to meet the annual financial assurance demonstration, this worksheet is not necessary. This form is designed to provide summary information regarding the individual cost estimates developed to cover the cost of facility closure and certification that the estimates are true, correct and complete.

### I. FACILITY INFORMATION

## **Facility Name:**

Enter the name of the facility as it should appear or as it currently appears on the existing permit.

#### Permit No.

Indicate the permit number assigned to the facility. The permit number is usually written as PBR### or SWP###.

#### Address, City, State, Zip:

Provide the street address of the facility's physical location (may be Rural Route/Box No. if 911 address is not available)

#### FA Holder:

Indicate the entity responsible for maintaining the financial assurance mechanism. This entity should be either the owner or operator of the facility listed, and should match the SCC documentation on file for the facility.

#### **Estimate Prepared By:**

Indicate the person and entity preparing this form and the attached cost estimate worksheets. For example, if the form is prepared by a facility representative, this box should contain his/her name along with the facility name. If a consultant prepared the form, the consultant's name along with the consultant's company should be listed.

## II. OPERATIONAL AND CLOSURE DETAILS

#### **Operating Details**

Provide details for which the cost estimate was prepared.

Process rate: Indicate the process rate of the facility in tons per day. The process rate is defined as "the maximum rate of waste acceptance that a solid waste management facility can process for treatment and/or storage. This rate is limited by the capabilities of equipment, personnel, and infrastructure." The process rate is often specified in the facility's Permit-by-Rule and used to estimate financial assurance.

Storage Capacity: Indicate the storage capacity, for both incoming solid waste and recovered material, of the facility in cubic yards. This value should correspond with the sum of the solid waste and recovered material storage capacity indicated on a facility's PBR application form.

Processing area: If the facility's cost estimate is based on the processing area, the size of the processing area should be provided in square feet.

## **Closure Plans**

Title: Indicate the title of the Closure Plan on file at the facility. In accordance with 9 VAC 20-81-360.2., Closure Plans and amended Closure Plans shall be maintained in the facility's operating record.

Plan Date: Specify the plan's date. If the plan has been amended, enter the date of the last amendment.

P.E. Certification: Applications for new or modified Permits-by-Rule should include a certificate signed by a P.E. that facility has a Closure Plan meeting the standards of 9 VAC 20-81-360 in its operating record. Indicate the date of the P.E. Certification in this box.

## III. Total Closure Cost Estimate

In the box provided, indicate the total estimated cost to close the facility. In accordance with 9 VAC 2-70-111.A., the closure cost estimate shall (1) equal the cost of final closure at the point in the facility's active life when the extent and manner of its operation would make closure the most expensive; (2) be based on the costs to the owner or operator of hiring a third party to close the facility; and (3) may not incorporate any salvage value that may be realized by the sale of wastes, facility structures or equipment, land or other facility assets at the time of partial or final closures. To comply with these requirements, the closure cost estimate for solid waste management facilities should include costs associated with the removal of solid waste and leachate/wastewater remaining on site at closure; decontamination of equipment, containers, and/or structures; postclosure care which may include testing to ensure the facility has not contaminated underlying soils and/or groundwater (if contamination of underlying soils or groundwater is anticipated); P.E. certification of closure; and any other potential costs associated with closing the facility. Worksheets or other documentation substantiating the costs associated with closure should be provided as an attachment to this form.

#### **Total Waste Removal Cost:**

The cost of waste removal should include unit costs for loading all wastes stored on site and the costs associated with hauling and disposing/treating (i.e. tipping fee) the wastes at the closest solid waste disposal or management facility. In addition, removal and treatment/disposal costs for all materials stored on site for beneficial use (excluding the first 20 cy of each material), as indicated in <u>Guidance Memo 04-2011: Financial Assurance for Stockpiles of Materials for Beneficial Use or Other Uses</u>, shall be covered by the facility's estimated closure cost. The Department offers the following equations which can be used to determine the portion of the SWMF closure cost estimate for the removal of wastes remaining on site at closure.

- Process rate cited in the facility permit
  If a process rate is referenced in the facility permit, the removal cost may be based on the process rate in tons
  per day (TPD) plus the total on-site storage capacity in tons for all stored waste materials multiplied by the
  hauling and disposal cost per ton.
   Waste Removal Cost, \$ = {(Process rate, TPD) + (Storage Capacity, tons)} x (Loading/Hauling + Disposal Rate,
  \$/ton)
- 2. Process rate not cited in the focility permit In the event that the facility permit does not contain a daily process rate, the estimated maximum on-site storage may be determined on the basis of the dimensions of the tipping floor or waste pile. An estimated maximum on-site storage can be calculated using the area of the tipping floor or waste pile (in square feet) and an average waste pile height. This volume can be used to determine an estimated tonnage and removal cost. Waste Removal Cost, \$ = [Area of tipping floor/waste pile: (length, feet) x (width, feet)] x (Height of waste pile, feet) x (0.037 cy/cf) x (0.4 tons/cy) x (Loading/Hauling + Disposal Rate, \$/ton)

Alternate calculations may be used; however, all estimates should provide documentation and justification for the cost factors and equations used.

## Total Leachate / Wastewater Removal Cost:

In the case of facilities that collect leachate, the closure cost estimate should include the cost of loading/hauling and disposing of the maximum leachate storage capacity at the prevailing industrial rate for the appropriate wastewater treatment facility.

## **Total Decontamination Cost:**

Costs associated with decontaminating equipment, containers, and structures should be provided for, if necessary. The estimate to cover decontamination should provide for a third party performing the service. Remember, salvage value of equipment and structures cannot be considered when determining the estimate.

## **Total Postclosure Costs:**

In accordance with 9 VAC 20-81-360.1.b, if all contaminated subsoils cannot be practicably removed or decontaminated, the facility shall perform postclosure care in accordance with the closure and postclosure care requirements. This may include soil and groundwater sampling and testing. If so, the postclosure cost should include costs associated with mobilization of a sampling team and costs associated with the number of sampling locations and number of tests to be performed. Inclusion of costs associated with testing will not be applicable to most solid waste management facilities designed, constructed, and operated in accordance with the VSWMR.

## **Total P.E. Certification of Closure:**

Total cost for a professional engineer licensed in the State of Virginia to certify the facility has been closed in accordance with the facility's approved Closure Plan in accordance with 9 VAC 20-81-360.2.e.

#### **Total Other:**

If any other costs associated with the closure of the solid waste management facility are anticipated and they do not fall under the previous categories, the total cost should be provided on this line. Documentation for the other costs should be provided as an attachment to this form.

#### References

In the space provided, list references used to prepare the cost estimate and specify any assumptions used in the calculations. These references can be bids or actual cost data from previous projects, RSMeans values, or other applicable data. References listed should include dates associated with the documentation. If valuable to support the worksheets provided, please attach copies of references to this form. Any supplemental calculations should also be provided to demonstrate how costs were calculated if they vary from those calculations outlined in the instructions

## IV. Certification by Preparer

The person responsible for preparing the cost estimate should read the certification statement and provide his/her name, title, signature, and date to certify that the facility cost estimate provided is true, correct, and complete.

## Acknowledgement by Owner/Operator

If DEQ Form CE SWMF and the attached cost estimate worksheets are prepared by a third party (i.e. consultant), a responsible official representing the FA Holder should indicate his/her acknowledgement of the cost estimate. If this estimate is prepared by a responsible official representing the FA Holder then this line can be left blank so long as the Certification by Preparer is signed.



# Solid Waste Management Facility Cost Estimate Form, DEQ Form CE SWMF

## I. FACILITY INFORMATION

Facility Name:Dickenson County Transfer Location Address:322 Dog Branch Gap Rd City, State, Zip:Clinchco, VA 24226	Permit No049		
FA Holder:Toby Edwards			
II. OPERATIONAL AND CLOSURE DETAILS  Process Rate:200 tons/day  Storage Capacity: cubic yards  Process Area: square feet  III. Total Closure Cost Estimate	Closure (	Plan Title: Plan Date: Ification Date:	
Closure Cost Element	Total Cost	Notes	
Total Waste Removal Cost (including stockpiles):	\$ \$7,606	Specify Loading / Hauling and Disposal Rate (\$/ton) or (\$/cy): \$ \$38.03 per ton	
Total Leachate / Washwater Removal Cost:	\$\$600	Specify Loading / Hauling and Disposal Rate (\$/ton) or (\$/gal): \$\$300 per tank	
Total Decontamination Cost:	\$	Page her tank	
Total Postclosure Cost (If necessary):	\$	1	
Total P.E. Certification of Closure:	\$	The second secon	
Total Other: Total:	\$ \$ \$8,206	Specify:	
References: Please indicate references used to develo any supplemental calculations as necessary: ————————————————————————————————————	p this cost estimate ase see attached co	s, specify any assumptions made, and provide st sheet.	
IV. CERTIFICATION BY PREPARER			
This is to certify that the cost estimates pertaining to t	he engineering feat	ures and monitoring requirements of this solid	
waste management facility have been prepared by me	and are representa	ative of the design specified in the facility's	
closure Plan. The estimate is based on the cost of hiri	ng a third party and	does not incornorate any salvago value that	
may be realized by the sale of wastes, facility structure	s, or equipment, la	nd or other facility assets at the time of	
closure. In my professional judgment, the cost estimate	tes are a true, corre	ct. and complete representation of the	
mancial liabilities for closure and postclosure care of t	he facility and com-	Ply with the requirements of 9 VAC 20-70 and	
all other DECTules and statutes of the Commonwealth	of Virginia.	/ / / /	
SIGNATURE:	ands	DATE: ///22/2/	
NAME: ——Toby F. Edwards TITLE: ——Executive Director Acknowledgement by Owner / Operator:			
SIGNATURE:	rand 2	DATE: 11/27/2/	
NAME:Toby F. Edwards TITLE:Executive Director		1/20/0	

## Instructions for Completing DEQ Form CE SWMF

DEQ Form CE SWMF should be submitted by solid waste management facilities (SWMF) providing a new or updated cost estimate in accordance with a new permit, permit modification, or facility operational change affecting the existing financial assurance cost estimate. Examples of operational changes that could require calculation of a revised cost estimate and submittal of this form are listed below:

- Addition of a new solid waste building, equipment, or other construction on site;
- Increase, decrease, or exceedance or permitted process rate;
- Significant increase or decrease (± 15%) in SWIA report since previous year;
- Increase, decrease, or exceedance of permitted storage capacity;
- New stockpile, increase or decrease in stockpile size, or complete removal of stockpile;
- Addition or removal of leachate storage unit capacity (e.g. tanks)
- Change in leachate disposal method;
- Modification to closure plan;
- Partial facility closure; and
- Any enforcement action requiring a revised cost estimate and financial assurance update.

If the facility is increasing an existing cost estimate for inflation to meet the annual financial assurance demonstration, this worksheet is not necessary. This form is designed to provide summary information regarding the individual cost estimates developed to cover the cost of facility closure and certification that the estimates are true, correct and complete.

## I. FACILITY INFORMATION

#### **Facility Name:**

Enter the name of the facility as it should appear or as it currently appears on the existing permit.

### Permit No.

Indicate the permit number assigned to the facility. The permit number is usually written as PBR### or SWP###.

#### Address, City, State, Zip:

Provide the street address of the facility's physical location (may be Rural Route/Box No. if 911 address is not available)

#### FA Holder:

Indicate the entity responsible for maintaining the financial assurance mechanism. This entity should be either the owner or operator of the facility listed, and should match the SCC documentation on file for the facility.

#### Estimate Prepared By:

Indicate the person and entity preparing this form and the attached cost estimate worksheets. For example, if the form is prepared by a facility representative, this box should contain his/her name along with the facility name. If a consultant prepared the form, the consultant's name along with the consultant's company should be listed.

## II. OPERATIONAL AND CLOSURE DETAILS

## **Operating Details**

Provide details for which the cost estimate was prepared.

Process rate: Indicate the process rate of the facility in tons per day. The process rate is defined as "the maximum rate of waste acceptance that a solid waste management facility can process for treatment and/or storage. This rate is limited by the capabilities of equipment, personnel, and infrastructure." The process rate is often specified in the facility's Permit-by-Rule and used to estimate financial assurance.

Storage Capacity: Indicate the storage capacity, for both incoming solid waste and recovered material, of the facility in cubic yards. This value should correspond with the sum of the solid waste and recovered material storage capacity indicated on a facility's PBR application form.

Processing area: If the facility's cost estimate is based on the processing area, the size of the processing area should be provided in square feet.

## **Closure Plans**

Title: Indicate the title of the Closure Plan on file at the facility. In accordance with 9 VAC 20-81-360.2., Closure Plans and amended Closure Plans shall be maintained in the facility's operating record.

Plan Date: Specify the plan's date. If the plan has been amended, enter the date of the last amendment.

P.E. Certification: Applications for new or modified Permits-by-Rule should include a certificate signed by a P.E. that facility has a Closure Plan meeting the standards of 9 VAC 20-81-360 in its operating record. Indicate the date of the P.E. Certification in this box.

## III. Total Closure Cost Estimate

In the box provided, indicate the total estimated cost to close the facility. In accordance with 9 VAC 2-70-111.A., the closure cost estimate shall (1) equal the cost of final closure at the point in the facility's active life when the extent and manner of its operation would make closure the most expensive; (2) be based on the costs to the owner or operator of hiring a third party to close the facility; and (3) may not incorporate any salvage value that may be realized by the sale of wastes, facility structures or equipment, land or other facility assets at the time of partial or final closures. To comply with these requirements, the closure cost estimate for solid waste management facilities should include costs associated with the removal of solid waste and leachate/wastewater remaining on site at closure; decontamination of equipment, containers, and/or structures; postclosure care which may include testing to ensure the facility has not contaminated underlying soils and/or groundwater (if contamination of underlying soils or groundwater is anticipated); P.E. certification of closure; and any other potential costs associated with closing the facility. Worksheets or other documentation substantiating the costs associated with closure should be provided as an attachment to this form.

#### **Total Waste Removal Cost:**

The cost of waste removal should include unit costs for loading all wastes stored on site and the costs associated with hauling and disposing/treating (i.e. tipping fee) the wastes at the closest solid waste disposal or management facility. In addition, removal and treatment/disposal costs for all materials stored on site for beneficial use (excluding the first 20 cy of each material), as indicated in <u>Guidance Memo 04-2011</u>: <u>Financial Assurance for Stockpiles of Materials for Beneficial Use or Other Uses</u>, shall be covered by the facility's estimated closure cost. The Department offers the following equations which can be used to determine the portion of the SWMF closure cost estimate for the removal of wastes remaining on site at closure.

- Process rate cited in the facility permit
  If a process rate is referenced in the facility permit, the removal cost may be based on the process rate in tons
  per day (TPD) plus the total on-site storage capacity in tons for all stored waste materials multiplied by the
  hauling and disposal cost per ton.
  Waste Removal Cost, \$ = [(Process rate, TPD) + (Storage Capacity, tons)] x (Loading/Hauling + Disposal Rate,
  \$/ton)
- 2. Process rate not cited in the facility permit In the event that the facility permit does not contain a daily process rate, the estimated maximum on-site storage may be determined on the basis of the dimensions of the tipping floor or waste pile. An estimated maximum on-site storage can be calculated using the area of the tipping floor or waste pile (in square feet) and an average waste pile height. This volume can be used to determine an estimated tonnage and removal cost. Waste Removal Cost, \$ = [Area of tipping floor/waste pile: (length, feet) x (width, feet)] x (Height of waste pile, feet) x (0.037 cy/cf) x (0.4 tons/cy) x (Loading/Hauling + Disposal Rate, \$/ton)

**DEQ Form CE SWMF** 

Alternate calculations may be used; however, all estimates should provide documentation and justification for the cost factors and equations used.

## **Total Leachate / Wastewater Removal Cost:**

In the case of facilities that collect leachate, the closure cost estimate should include the cost of loading/hauling and disposing of the maximum leachate storage capacity at the prevailing industrial rate for the appropriate wastewater treatment facility.

## **Total Decontamination Cost:**

Costs associated with decontaminating equipment, containers, and structures should be provided for, if necessary. The estimate to cover decontamination should provide for a third party performing the service. Remember, salvage value of equipment and structures cannot be considered when determining the estimate.

## **Total Postclosure Costs:**

In accordance with 9 VAC 20-81-360.1.b, if all contaminated subsoils cannot be practicably removed or decontaminated, the facility shall perform postclosure care in accordance with the closure and postclosure care requirements. This may include soil and groundwater sampling and testing. If so, the postclosure cost should include costs associated with mobilization of a sampling team and costs associated with the number of sampling locations and number of tests to be performed. Inclusion of costs associated with testing will not be applicable to most solid waste management facilities designed, constructed, and operated in accordance with the VSWMR.

## **Total P.E. Certification of Closure:**

Total cost for a professional engineer licensed in the State of Virginia to certify the facility has been closed in accordance with the facility's approved Closure Plan in accordance with 9 VAC 20-81-360.2.e.

## **Total Other:**

If any other costs associated with the closure of the solid waste management facility are anticipated and they do not fall under the previous categories, the total cost should be provided on this line. Documentation for the other costs should be provided as an attachment to this form.

### References

In the space provided, list references used to prepare the cost estimate and specify any assumptions used in the calculations. These references can be bids or actual cost data from previous projects, RSMeans values, or other applicable data. References listed should include dates associated with the documentation. If valuable to support the worksheets provided, please attach copies of references to this form. Any supplemental calculations should also be provided to demonstrate how costs were calculated if they vary from those calculations outlined in the instructions

## IV. Certification by Preparer

The person responsible for preparing the cost estimate should read the certification statement and provide his/her name, title, signature, and date to certify that the facility cost estimate provided is true, correct, and complete.

## Acknowledgement by Owner/Operator

If DEQ Form CE SWMF and the attached cost estimate worksheets are prepared by a third party (i.e. consultant), a responsible official representing the FA Holder should indicate his/her acknowledgement of the cost estimate. If this estimate is prepared by a responsible official representing the FA Holder then this line can be left blank so long as the Certification by Preparer is signed.



# Solid Waste Management Facility Cost Estimate Form, DEQ Form CE SWMF

l.	FACII	ITY	INFOR	TANS	ION
			1141.01	MAINT	

Facility Information Facility Name:Russell County Transfer Location Address:1786 Century Farm Rd City, State, Zip:Castlewood, VA 24224	Permit No001			
FA Holder:Toby Edwards				
II. OPERATIONAL AND CLOSURE DETAILS				
Process Rate:200 tons/day				
Storage Capacity: cubic yards	Closure Plan Title:			
Process Area: square feet	Closure Plan Date:  P.E. Certification Date:			
III. Total Closure Cost Estimate				
Closure Cost Element	<b>Total Cost</b>	Notes		
Total Masta Removal Cont (to d. d				
Total Waste Removal Cost (including stockpiles):	\$ \$7,248	Specify Loading / Hauling and Disposal Rate (\$/ton) or (\$/cy): \$ \$36.24 per ton		
Total Leachate / Washwater Removal Cost:	\$\$600	Specify Loading / Hauling and Disposal Rate (\$/ton) or (\$/gal): \$ \$300 per tank		
Total Decontamination Cost:	\$	ty to the tank		
Total Postclosure Cost (if necessary):	\$	The state of the s		
Total P.E. Certification of Closure:	\$	The state of the s		
Total Other:	\$	Specify:		
Total: References: Please indicate references used to develo	\$\$7,848	many fitting before 2 of price determinate that form they desire has been been been been been been been bee		
IV. CERTIFICATION BY PREPARER This is to certify that the cost estimates pertaining to twaste management facility have been prepared by me Closure Plan. The estimate is based on the cost of hiriman be realized by the sale of the cost of hiriman be realized by the sale of the cost of hiriman be realized by the sale of the cost of hiriman be realized by the sale of the cost of hiriman be realized by the sale of the cost of hiriman by realized by the sale of the cost of hiriman by realized by the sale of the cost of hiriman by the cos	the engineering feat and are representing a third party and	tures and monitoring requirements of this solid ative of the design specified in the facility's		
may be realized by the sale of wastes, facility structure	es, or equipment, la	ind or other facility access at the sing of		
clusure. In my professional judgment, the cost estima	tes are a true, corre	ect, and complete representation of the		
iniancial liabilities for closure and postclosure care of	the/facility and com	nly with the requirements of 0 VAC 20 20 4		
all other DEQ rules and statutes of the Commonwealth	of Virginia.	Pry with the requirements of 9 VAC 20-70 and		
SIGNATURE: SIGNATURE:	undo	DATE: 1//22/2/		
NAME:Toby F. Edwards TITLE:Executive Director	4			
Acknowledgement by Owner Operator:				
SIGNATURE: STORY COL	ward	DATE: 11/22/2/		
NAME: ——Toby F. Edwards TITLE: ——Executive Director				

## Instructions for Completing DEQ Form CE SWMF

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- Addition of a new solid waste building, equipment, or other construction on site;
- Increase, decrease, or exceedance or permitted process rate;
- Significant increase or decrease (± 15%) in SWIA report since previous year;
- Increase, decrease, or exceedance of permitted storage capacity;
- New stockpile, increase or decrease in stockpile size, or complete removal of stockpile;
- Addition or removal of leachate storage unit capacity (e.g. tanks)
- Change in leachate disposal method;
- Modification to closure plan;
- Partial facility closure; and
- Any enforcement action requiring a revised cost estimate and financial assurance update.

If the facility is increasing an existing cost estimate for inflation to meet the annual financial assurance demonstration, this worksheet is not necessary. This form is designed to provide summary information regarding the individual cost estimates developed to cover the cost of facility closure and certification that the estimates are true, correct and complete.

## I. FACILITY INFORMATION

#### Facility Name:

Enter the name of the facility as it should appear or as it currently appears on the existing permit.

#### Permit No.

Indicate the permit number assigned to the facility. The permit number is usually written as PBR### or SWP###.

## Address, City, State, Zip:

Provide the street address of the facility's physical location (may be Rural Route/Box No. if 911 address is not available)

#### FA Holder:

Indicate the entity responsible for maintaining the financial assurance mechanism. This entity should be either the owner or operator of the facility listed, and should match the SCC documentation on file for the facility.

## **Estimate Prepared By:**

Indicate the person and entity preparing this form and the attached cost estimate worksheets. For example, if the form is prepared by a facility representative, this box should contain his/her name along with the facility name. If a consultant prepared the form, the consultant's name along with the consultant's company should be listed.

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Storage Capacity: Indicate the storage capacity, for both incoming solid waste and recovered material, of the facility in cubic yards. This value should correspond with the sum of the solid waste and recovered material storage capacity indicated on a facility's PBR application form.

Processing area: If the facility's cost estimate is based on the processing area, the size of the processing area should be provided in square feet.

### Closure Plans

Title: Indicate the title of the Closure Plan on file at the facility. In accordance with 9 VAC 20-81-360.2., Closure Plans and amended Closure Plans shall be maintained in the facility's operating record.

Plan Date: Specify the plan's date. If the plan has been amended, enter the date of the last amendment.

P.E. Certification: Applications for new or modified Permits-by-Rule should include a certificate signed by a P.E. that facility has a Closure Plan meeting the standards of 9 VAC 20-81-360 in its operating record. Indicate the date of the P.E. Certification in this box.

## III. Total Closure Cost Estimate

In the box provided, indicate the total estimated cost to close the facility. In accordance with 9 VAC 2-70-111.A., the closure cost estimate shall (1) equal the cost of final closure at the point in the facility's active life when the extent and manner of its operation would make closure the most expensive; (2) be based on the costs to the owner or operator of hiring a third party to close the facility; and (3) may not incorporate any salvage value that may be realized by the sale of wastes, facility structures or equipment, land or other facility assets at the time of partial or final closures. To comply with these requirements, the closure cost estimate for solid waste management facilities should include costs associated with the removal of solid waste and leachate/wastewater remaining on site at closure; decontamination of equipment, containers, and/or structures; postclosure care which may include testing to ensure the facility has not contaminated underlying soils and/or groundwater (if contamination of underlying soils or groundwater is anticipated); P.E. certification of closure; and any other potential costs associated with closing the facility. Worksheets or other documentation substantiating the costs associated with closure should be provided as an attachment to this form.

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  If a process rate is referenced in the facility permit, the removal cost may be based on the process rate in tons
  per day (TPD) plus the total on-site storage capacity in tons for all stored waste materials multiplied by the
  hauling and disposal cost per ton.
  Waste Removal Cost, \$ = [(Process rate, TPD) + (Storage Capacity, tons)] x (Loading/Hauling + Disposal Rate,
  \$/ton)
- 2. Process rate not cited in the facility permit
  In the event that the facility permit does not contain a daily process rate, the estimated maximum on-site
  storage may be determined on the basis of the dimensions of the tipping floor or waste pile. An estimated
  maximum on-site storage can be calculated using the area of the tipping floor or waste pile (in square feet) and
  an average waste pile height. This volume can be used to determine an estimated tonnage and removal cost.
  Waste Removal Cost, \$ = [Area of tipping floor/waste pile: (length, feet) x (width, feet)] x (Height of waste pile,
  feet) x (0.037 cy/cf) x (0.4 tons/cy) x (Loading/Hauling + Disposal Rate, \$/ton)

Alternate calculations may be used; however, all estimates should provide documentation and justification for the cost factors and equations used.

## Total Leachate / Wastewater Removal Cost:

In the case of facilities that collect leachate, the closure cost estimate should include the cost of loading/hauling and disposing of the maximum leachate storage capacity at the prevailing industrial rate for the appropriate wastewater treatment facility.

## **Total Decontamination Cost:**

Costs associated with decontaminating equipment, containers, and structures should be provided for, if necessary. The estimate to cover decontamination should provide for a third party performing the service. Remember, salvage value of equipment and structures cannot be considered when determining the estimate.

## **Total Postclosure Costs:**

In accordance with 9 VAC 20-81-360.1.b, if all contaminated subsoils cannot be practicably removed or decontaminated, the facility shall perform postclosure care in accordance with the closure and postclosure care requirements. This may include soil and groundwater sampling and testing. If so, the postclosure cost should include costs associated with mobilization of a sampling team and costs associated with the number of sampling locations and number of tests to be performed. Inclusion of costs associated with testing will not be applicable to most solid waste management facilities designed, constructed, and operated in accordance with the VSWMR.

## **Total P.E. Certification of Closure:**

Total cost for a professional engineer licensed in the State of Virginia to certify the facility has been closed in accordance with the facility's approved Closure Plan in accordance with 9 VAC 20-81-360.2.e.

#### **Total Other:**

If any other costs associated with the closure of the solid waste management facility are anticipated and they do not fall under the previous categories, the total cost should be provided on this line. Documentation for the other costs should be provided as an attachment to this form.

#### References

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## Acknowledgement by Owner/Operator

If DEQ Form CE SWMF and the attached cost estimate worksheets are prepared by a third party (i.e. consultant), a responsible official representing the FA Holder should indicate his/her acknowledgement of the cost estimate. If this estimate is prepared by a responsible official representing the FA Holder then this line can be left blank so long as the Certification by Preparer is signed.

## Cumberland Plateau Regional Solid Waste Management Authority Financial Assurance Demonstration 2021

Permit	Tons	Disposal/Transportation	Leachate Disposal	Total Closure
Buchanan County 106	200	200x\$38.24= \$7,648	2 tanksx\$300= \$600	\$8,248
Dickenson County 049	200	200x\$38.03=\$7,606	2 tanks x\$300=\$600	\$8,206
Russell County 001	- 200	200x\$36.24= \$7,248	2 tanks x \$300=\$600	\$7,848
		<u>.</u> .		\$24,302

