

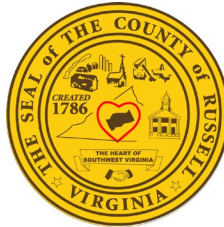
RUSSELL COUNTY
BOARD OF SUPERVISOR'S MEETING
AGENDA – FEBRUARY 7, 2022

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 Industrial Development Authority (IDA) concerning a potential business locating at the Moss III Property, **Project Jonah Ordinance and Interjurisdictional Agreement, and RC Employee Insurance Retirement Program.**
(Executive Session is closed to the public. Citizens are welcome to attend and wait in the boardroom until Executive Session is complete.)

INVOCATION

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

APPROVAL OF AGENDA

PUBLIC HEARING

- 1. Ordinance to Permit Russell and Tazewell County Building Inspection Officials and Russell and Tazewell County Erosion and Sediment Control Inspection Officials to Mutually Perform Inspections Upon Property Owned by Pure Salmon Virginia, LLC. in Russell County and Tazewell County, Virginia.**
- 2. Project Jonah Interjurisdictional Agreement**
- 3. Paul Inskeep – Project Jonah Engineer**

NEW BUSINESS

- 1. Approval of Minutes. Consider approval of the minutes of the following meeting of the Russell County Board of Supervisors.....A-1
 - a. Unapproved minutes of January 3, 2022
 - b. Unapproved minutes of February 2, 2022
- 2. Approval of Expenditures. Consider approval of expenditures presented for payment.....A-2
- 3. Committee Appointments for Board Consideration.....A-3

RC Planning Commission

Scott McGlothlin (Resigned) 4 Year-Term March 5, 2022

CITIZEN’S COMMENT PERIOD (Limited to 3 Minutes)

CONSTITUTIONAL OFFICER REPORTS AND REQUESTS

COUNTY ATTORNEY REPORTS AND REQUESTS.....B-1

- 1. Noise Ordinance
- 2. RC Employee Insurance Retirement Program
- 3. An Ordinance to Permit Russell and Tazewell County Building Inspection Officials and Russell and Tazewell County Erosion and Sediment Control Inspection Officials to Mutually Perform Inspections Upon Property Owned by Pure Salmon Virginia, LLC in Russell County and Tazewell County, Virginia.
- 4. Project Jonah Interjurisdictional Agreement

COUNTY ADMINISTRATOR REPORTS AND REQUESTS

REPORTS

- 1. 2022 VACo & Virginia Rural Center Rural Caucus Reception.....C-1
- 2. Dr. Gregory Brown’s Resignation for the Local College Board.....C-2

REQUESTS

- 3. VDOT Resolution for Highway System Changes Resulting from the Construction of VDOT Project 1056-083-R30, N501, Route 1056, Windy Hill Lane.....C-3
- 4. VDH and RC Agreement for Funding and Services of the Russell County Health.....C-4
- 5. Robinson, Farmer, Cox Associates, PPLC Proposal for Central Services Cost Allocation Plan.....C-5
- 6. VDOT Grant – Community of Dante Depot Restoration.....C-6
- 7. DCJS Local Law Enforcement Block (LOLE) Grant Program.....C-7
- 8. RC Disposal Truck Surplus and Sale.....C-8
- 9. RC Disposal Truck Purchase.....C-9
- 10. VA Department of Energy Dante Area Community Redevelopment Project...C-10

BOARD DISCUSSIONS & REMINDERS

ADJOURNMENT

COUNTY AGENCY / BOARD REPORTS:

- Treasurer’s Report.....D
- RC IDAE
- RC PSAF
- Castlewood W&SG
- RC Tourism.....H
- RC Planning CommissionI
- Conference Center.....J
- RC Fitness Center.....K
- RC Transportation & Safety.....L
- RC Cannery Reports.....M
- RC Building Inspector.....N
- RC Litter Report.....O

CLOSED SESSION

Motion made by _____, second by _____ and duly approved by the Board of Supervisors enter into closed session to discuss Legal Matters pursuant to Section 2.2-3711(A)(5)(7)(8) – Legal Discussions with the RC Industrial Development Authority (IDA) concerning a potential business locating at the Moss III Property, Project Jonah Ordinance and Interjurisdictional Agreement, and RC Employee Insurance Retirement Program.

The vote was:

Aye: _____

Nay: _____

CERTIFICATION OF 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 Supervisors 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 -

Lou Ann Wallace -

Carl Rhea -

Steve Breeding -

David Eaton -

Rebecca Dye -

Oris Christian -

APPROVAL TO RETURN TO REGULAR SESSION

Motion made by _____, second by _____ and duly approved by the Board of Supervisors to return to regular session.

The vote was:

Aye: _____

Nay: _____



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item
Presenters - Chairperson

Meeting: 2/7/22 6:00 PM

Public Hearing

- 1. Ordinance to Permit Russell and Tazewell County Building Inspection Officials and Russell and Tazewell County Erosion and Sediment Control Inspection Officials to Mutually Perform Inspections Upon Property Owned by Pure Salmon Virginia, LLC. in Russell County and Tazewell County, Virginia.**
- 2. Project Jonah Interjurisdictional Agreement**

Staff Recommendation:

Board Discretion.

Suggested Motion:

Board Discretion.

ATTACHMENTS:

- Various

NOTICE OF PUBLIC HEARING

AN ORDINANCE TO PERMIT RUSSELL AND TAZEWELL COUNTY BUILDING INSPECTION OFFICIALS AND RUSSELL AND TAZEWELL COUNTY EROSION AND SEDIMENT CONTROL INSPECTION OFFICIALS TO MUTUALLY PERFORM INSPECTIONS UPON PROPERTY OWNED BY PURE SALMON VIRGINIA, LLC IN RUSSELL COUNTY AND TAZEWELL COUNTY, VIRGINIA

PLEASE TAKE NOTICE that the Board of Supervisors of Russell County, Virginia, will conduct a public hearing on February 7, 2022 at 6:00 PM, or as soon thereafter as may be practical, at the Russell County Government Center, located at 137 Highland Drive, Lebanon, Virginia 24266, and hereby gives its intent to adopt *An Ordinance to Permit Russell and Tazewell County Building Inspection Officials and Russell and Tazewell County Erosion and Sediment Control Inspection Officials to Mutually Perform Inspections Upon Property Owned by Pure Salmon Virginia, LLC in Russell County and Tazewell County, Virginia.*

Pursuant to Section 36-105 of the Code of Virginia (1950), as amended, Russell County, Virginia and Tazewell County, Virginia are entitled to implement inspection activities pertaining to industrial building inspections. Further, pursuant to Section 62.1-44.15:58 of the Code of Virginia (1950), as amended, Russell County, Virginia and Tazewell County, Virginia, each being Virginia Erosion and Sediment Control Program (VESCP) authorities have the authority to enter into agreements with adjacent jurisdictions to assist with enforcement of the Virginia Erosion and Sediment Control Act. However, pursuant to Section 15.2-1300 of the Code of Virginia (1950), as amended, for Russell County, Virginia and Tazewell County, Virginia to mutually share the enforcement powers of industrial building inspections and erosion and sediment control inspections, an Ordinance must be adopted by the Boards of Supervisors of Russell County, Virginia and Tazewell County, Virginia

All persons wishing to comment on the *Ordinance* are hereby invited to attend and state their views thereon. In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in a meeting of the Board of Supervisors, please contact the County Administrator's Office by telephone at (276) 889-8000, by facsimile at (276) 889-8011, or by email at lonzo.lester@russellcountyva.us. The Ordinance can also be reviewed on the County's Website at [Russell County, VA | Official Website \(russellcountyva.us\)](https://www.russellcountyva.us). A notification of five (5) working days before the meeting will enable the County Administrator's Office to make reasonable arrangements to ensure accessibility to the meeting.

A complete copy of the *Ordinance* is posted on the Russell County Circuit Court's bulletin board on the second floor of the Russell County Courthouse, located at 53 East Main Street, Lebanon, Virginia 24266. A complete copy of the *Ordinance* is also on file in the office of the County Administrator, located at 137 Highland Drive, Lebanon, Virginia 24266.

By Order of the Board of Supervisors of Russell County, Virginia
By: Lonzo Lester, Russell County Administrator

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA HELD AT THE COUNTY GOVERNMENT CENTER, LOCATED AT 137 HIGHLAND DRIVE, LEBANON, VIRGINIA 24266, ON THE 7TH DAY OF FEBRUARY, 2022, FOLLOWING A PUBLIC HEARING BEFORE THE BOARD HELD ON THE 7TH DAY OF FEBRUARY, 2022, UPON NOTICE TO THE PUBLIC BY PUBLICATION IN A NEWSPAPER OF GENERAL CIRCULATION IN RUSSELL COUNTY, THE FOLLOWING ORDINANCE WAS ADOPTED, FOLLOWING PUBLIC HEARING, A MOTION, AND SECOND:

Date: February 7, 2022

AN ORDINANCE TO PERMIT RUSSELL AND TAZEWELL COUNTY BUILDING INSPECTION OFFICIALS AND RUSSELL AND TAZEWELL COUNTY EROSION AND SEDIMENT CONTROL INSPECTION OFFICIALS TO MUTUALLY PERFORM INSPECTIONS UPON PROPERTY OWNED BY PURE SALMON VIRGINIA, LLC IN RUSSELL COUNTY AND TAZEWELL COUNTY, VIRGINIA

WHEREAS, Pure Salmon Virginia, LLC is a limited liability corporation sponsoring a private business initiative to create multiple aquaculture facilities in Tazewell County, Virginia and Russell County, Virginia 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.

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 yd³.) of soil;

WHEREAS, land-disturbing activities that displace greater than ten thousand square feet (10,000 ft².) 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, 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, after adoption of an *Ordinance*, for jointly exercising said powers;

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, the Board of Supervisors for Russell County, Virginia, does hereby **ORDAIN** that, pursuant to Sections 15.2-1300, 36-97 *et seq.*, and 62.1-44.15:51 *et seq.* of the Code of Virginia (1950), as amended, that:

- (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 property owned by Pure Salmon Virginia, LLC.
- (2) Pursuant to Section 15.2-1300 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 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 property owned by Pure Salmon Virginia, LLC.

- (3) Pursuant to Section 62.1-44.15:58 of the Code of Virginia (1950), as amended, the Russell County Building Official, and/or his agents and assigns, accept any reciprocal powers granted and/or authorized by Tazewell County 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 property owned by Pure Salmon Virginia, LLC..
- (4) Pursuant to Section 15.2-1300 of the Code of Virginia (1950), as amended, Russell County accepts any reciprocal powers granted and/or authorized by the Tazewell County Director of Engineering, 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 property owned by Pure Salmon Virginia, LLC..
- (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.

(7) 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.

It is so **ORDAINED** this 7th day of February 2022.

RECORDED VOTE:

MEMBERS PRESENT: _____
MEMBERS ABSENT: _____
AYES: _____
NAYS: _____
ABSTENTIONS: _____

ATTEST:

Lou Ann Wallace
Chairperson – Board of Supervisors

Lonzo Lester
Russell County Administrator

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

This **AGREEMENT** is dated and entered into this the 7th day of February, 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").

W I T N E S S E T H :

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 yd³.) of soil;

WHEREAS, land-disturbing activities that displace greater than ten thousand square feet (10,000 ft².) 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 property owned by Pure Salmon Virginia, LLC.

- (2) Pursuant to Section 15.2-1300 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 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 property owned by Pure Salmon Virginia, LLC.
- (3) Pursuant to Section 62.1-44.15:58 of the Code of Virginia (1950), as amended, the Russell County Building Official, and/or his agents and assigns, accept any reciprocal powers granted and/or authorized by Tazewell County 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 property owned by Pure Salmon Virginia, LLC..
- (4) Pursuant to Section 15.2-1300 of the Code of Virginia (1950), as amended, Russell County accepts any reciprocal powers granted and/or authorized by the Tazewell County Director of Engineering, 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 property owned by Pure Salmon Virginia, LLC..

- (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.
- (7) 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 (Russell and Tazewell) 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 (Russell and Tazewell) governing body is attached hereto; and
 - (c) The Chairpersons of the Counties' (Russell and Tazewell) 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' (Russell and Tazewell) 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 (Russell and Tazewell) may not withdraw from this Agreement unless the other Participants unanimously agree, by vote of their respective governing bodies at a public meeting.

IN WITNESS WHEREOF, the Governing Bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals affixed hereto and attested by their respective clerks or secretaries commencing the 7th day of February 2022.

COUNTY OF RUSSELL, VIRGINIA

ATTEST:

Clerk of the Board

Lou Ann Wallace
Board of Supervisors Chairperson

COUNTY OF TAZEWELL, VIRGINIA

ATTEST:

Clerk of the Board

Thomas A. Lester, Jr.
Board of Supervisors Chairman



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item A-1
Presenter: Chairperson

Meeting: 2/7/22 6:00 PM

Approval of Minutes

Request approval of the minutes from the following meeting:

- **Unapproved minutes of January 3, 2022**
- **Unapproved minutes of February 2, 2022**

STAFF RECOMMENDATION(s):

Board discretion

SUGGESTED MOTION(s):

Motion to approve Board Minutes.

ATTACHMENTS:

- Board Minutes

January 03, 2022

A regular monthly meeting of the Russell County Board of Supervisors was held on Monday, January 03, 2022 at 5:00 pm beginning with Executive (closed) Session followed by the regular meeting at 6:00 pm at the Russell County Government Center in Lebanon, Virginia.

The Clerk called the meeting to order.

Roll Call by the Clerk:

Present:

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

Lonzo Lester, Clerk
Vicki Porter, Deputy Clerk
Katie Patton, County Attorney

Absent:

None

EXECUTIVE (CLOSED) SESSION

Motion made by Steve Breeding, second Oris Christian 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 The Russell County Public Service Authority.

The vote was:

Aye: Steve Breeding, Lou Wallace, Tim Lovelace, Carl Rhea, David Eaton, Rebecca Dye and Oris Christian
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, Rebecca Dye and Oris Christian
Nay: None

CERTIFICATION OF 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
Oris Christian – AYE

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

APPROVAL OF THE AGENDA

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

The vote was:

Aye: Steve Breeding, David Eaton, Tim Lovelace, Lou Wallace, Carl Rhea, Rebecca Dye and Oris Christian
Nay: None

Organizational Meeting

LOU WALLACE ELECTED CHAIRPERSON

Rebecca Dye relinquished the Chair to the Clerk.

Rebecca Dye nominated Lou Wallace
Carl Rhea nominated David Eaton

The vote was:

Lou Wallace: five (5) votes: Rebecca Dye, Tim Lovelace, Lou Wallace, David Eaton and Oris Christian
David Eaton – two (2) votes: Carl Rhea and Steve Breeding

Lou Wallace was elected Chairperson for the 2022 calendar year.

The Clerk relinquished the Chair to Lou Wallace

ORIS CHRISTIAN ELECTED VICE CHAIRMAN

Tim Lovelace nominated Oris Christian

David Eaton nominated Carl Rhea

Oris Christian – Four (4) votes: Tim Lovelace, Lou Wallace, Rebecca Dye and Oris Christian

Carl Rhea – Three (3) votes: David Eaton, Steve Breeding and Carl Rhea

Oris Christian was elected Vice Chairman for the 2022 calendar year.

LONZO LESTER RE-APPOINTED AS CLERK AND VICKI PORTER AS DEPUTY CLERK

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to re-appoint Lonzo Lester as Clerk and Vicki Porter as Deputy Clerk for the 2022 calendar year.

The vote was:

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

Nay: None

ROBERT'S RULES OF ORDER ADOPTED

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to adopt Robert's Rules of Order for the 2022 calendar year.

The vote was:

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

Nay: None

APPROVAL OF COUNTY BYLAWS

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve the county bylaws as presented for the 2022 calendar year.

The vote was:

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

Nay: None

APPROVAL OF BOARD OF SUPERVISORS MEETING DATES

Motion made by Steve Breeding, second Tim Lovelace and duly approved by the Board of Supervisors to approve Board of Supervisors meeting dates for the 2022 calendar year, the first Monday of every month at 6:00 pm.

The vote was:

Aye: Steve Breeding, David Eaton, Tim Lovelace, Lou Wallace, Carl Rhea, Rebecca Dye and Oris Christian
Nay: None

APPROVAL OF THE 2022 BUDGET SCHEDULE

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve the budget schedule as presented for the 2022 calendar year.

The vote was:

Aye: Steve Breeding, David Eaton, Tim Lovelace, Lou Wallace, Carl Rhea, Rebecca Dye and Oris Christian
Nay: None

Acknowledgement

Dr. Norman Rexrode was presented a Lifetime Achievement Award by the Board in honor of his years of service to Russell County.

CARTER MCGLOTHLIN SUSPENDED AS RUSSELL COUNTY PSA BOARD MEMBER

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to temporarily suspend Carter McGlothlin as a member of the Russell County PSA as there are criminal charges against Mr. McGlothlin for alleged use of public property.

The vote was:

Aye: Steve Breeding, David Eaton, Lou Wallace, Rebecca Dye and Tim Lovelace
Nay: None
Abstain: Oris Christian and Carl Rhea

APPROVAL OF THE DECEMBER 06, 2021 MINUTES

Motion made by Steve Breeding, second Carl Rhea and duly approved by the Board of Supervisors to approve the December 06, 2021 minutes as presented and dispense with the reading thereof.

The vote was:

Aye: Steve Breeding, David Eaton, Tim Lovelace, Lou Wallace, Carl Rhea, Rebecca Dye and Oris Christian
Nay: None

APPROVAL OF GENERAL COUNTY INVOICES

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve general county invoices in the amount of \$529,404.84 including reoccurring and withholdings.

The vote was:

Aye: Steve Breeding, David Eaton, Tim Lovelace, Lou Wallace, Carl Rhea, Rebecca Dye and Oris Christian
Nay: None

APPROVAL OF PRE-AUTHORIZED PAYMENTS FOR 2022

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve pre-authorized payments as presented for calendar year 2022.

The vote was:

Aye: Steve Breeding, David Eaton, Tim Lovelace, Lou Wallace, Carl Rhea, Rebecca Dye and Oris Christian
Nay: None

Rebecca Dye and Oris Christian were appointed to the Budget Committee by the Chairperson.

EDWARD TILLER AND DAVID COMPTON RE-APPOINTED TO THE FINNEY COMMUNITY CENTER BOARD

Motion made by David Eaton, second Tim Lovelace and duly approved by the Board of Supervisors to re-appoint Edward Tiller and David Compton to the Finney Community Center for two (2) year terms, said terms ending January 03, 2024.

The vote was:

Aye: David Eaton, Tim Lovelace, Lou Wallace, Carl Rhea, Steve Breeding, Rebecca Dye and Oris Christian
Nay: None

CHARLES COLLINS RESIGNATION ACCEPTED

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to accept the resignation of Charles Collins from the Planning Commission.

The vote was:

Aye: David Eaton, Steve Breeding, Carl Rhea, Lou Wallace, Rebecca Dye, Tim Lovelace and Oris Christian
Nay: None

PHILLIP ADDINGTON APPOINTED TO THE RUSSELL COUNTY PLANNING COMMISSION

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to appoint Phillip Addington to the Russell County Planning Commission for a four (4) year term, said term ending October 12, 2025.

The vote was:

Aye: David Eaton, Steve Breeding, Carl Rhea, Lou Wallace, Rebecca Dye, Tim Lovelace and Oris Christian
Nay: None

PRESENTATIONS

Greg Hancock discussed the Litter Ordinance and how he thinks it applies to his situation.

Citizens Comment was opened, hearing none, the Chair closed.

COUNTY ATTORNEY REPORTS AND REQUESTS

Katie Patton, County Attorney discussed the Noise Ordinance, Retirement Incentive and the COFA Executive Director Contract.

A committee consisting of Lonzo Lester, Vicki Porter, Steve Breeding, Tim Lovelace, Katie Patton and Tammy Gilbert were appointed to discuss the insurance / retirement incentive and report back to the Board.

APPROVAL OF A CONSOLIDATED AMENDMENT AND CONSENT AGREEMENT WITH VRA, SWVRJA AND THE CITY OF BRISTOL, VA

Motion made by Tim Lovelace, second Oris Christian and duly approved by the Board of Supervisors to approve a Consolidated Amendment and Consent Agreement with Virginia Resources Authority, Southwest Virginia Regional Jail Authority and the City of Bristol, Virginia.

The vote was:

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

Nay: None

APPROVAL TO ADVERTISE FOR A FULL-TIME LITTER OFFICER

Motion made by Rebecca Dye, second Steve Breeding and duly approved by the Board of Supervisors to advertise for full time Litter Officer.

The vote was:

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

Nay: None

APPROVAL OF A DCJS VIOLENCE AGAINST WOMEN GRANT

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to accept and appropriate a Department of Criminal Justice Violence Against Women Grant in the amount of \$62,009.00.

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

Nay: None

APPROVAL OF A DCJS 2021 MITIGATING COVID-19 PANDEMIC RISK GRANT

Motion made by Rebecca Dye, second Carl Rhea and duly approved by the Board of Supervisors to accept and appropriate a Virginia Department of Criminal Justice Mitigating COVID -19 Pandemic Risk Grant in the amount of \$47,189.00.

The vote was:

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

Nay: None

APPROVAL TO SURPLUS SHERIFF'S VEHICLES

Motion made by David Eaton, second Carl Rhea and duly approved by the Board of Supervisors to surplus sheriff's department vehicles as presented.

The vote was:

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

Nay: None

APPROVAL OF A VDOT RESOLUTION FOR DISCONTINUANCE OF ROUTE 743

Motion made by Steve Breeding, second Carl Rhea and duly approved by the Board of Supervisors to a Virginia Department of Transportation Resolution for Discontinuance of Route 743.

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

Nay: None

APPROVAL TO ADJOURN TO RECONVENE

Motion made by David Eaton, second Carl Rhea and duly approved by the Board of Supervisors to adjourn to reconvene in Richmond, Virginia on Wednesday, February 02, 2022.

The vote was:

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

Nay: None

Clerk

Chair



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item A-2
Presenter: Chairperson

Meeting: 2/7/21 6:00 PM

Approval of Expenditures

Request approval of the County's January 2022 Monthly Expenditures:

STAFF RECOMMENDATION(s):

County's January 2022 Monthly Expenditures are in compliance with budget and operational services.

SUGGESTED MOTION(s):

Motion to approve County's January 2022 Monthly Expenditures.

ATTACHMENTS:

- January 2022 Monthly Expenditures

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
2/07/2022	12/08/2021	003845 ALSCO	LROA1020316		35.48	35.48	4100-072010-3008-	- -
					35.48	35.48 *		
2/07/2022	12/19/2021	003754 AMAZON	434664778387	10	36.21	36.21	4100-073010-5411-	- -
2/07/2022	12/28/2021	003754 AMAZON	436566775777	10	23.25	23.25	4100-073010-5411-	- -
2/07/2022	1/07/2022	003754 AMAZON	445873438986	10	59.98	59.98	4100-073010-5414-	- -
2/07/2022	1/13/2022	003754 AMAZON	463865673878	10	779.00	779.00	4100-073010-5414-	- -
2/07/2022	1/06/2022	003754 AMAZON	467877448755	10	1,278.00	1,278.00	4100-073010-5414-	- -
2/07/2022	1/07/2022	003754 AMAZON	494979973973	10	649.00	649.00	4100-073010-5414-	- -
2/07/2022	12/17/2021	003754 AMAZON	554477797754	10	22.65	22.65	4100-073010-5411-	- -
2/07/2022	12/17/2021	003754 AMAZON	634749689673	10	41.31	41.31	4100-073010-5411-	- -
2/07/2022	1/06/2022	003754 AMAZON	644379683736	10	149.99	149.99	4100-073010-5411-	- -
2/07/2022	12/18/2021	003754 AMAZON	648955379566	10	16.99	16.99	4100-073010-5411-	- -
2/07/2022	1/05/2022	003754 AMAZON	657436446577	10	30.99	30.99	4100-073010-5401-	- -
2/07/2022	12/20/2021	003754 AMAZON	675834887689	10	11.50-	11.50-	4100-073010-5401-	- -
2/07/2022	12/14/2021	003754 AMAZON	753754565373	10	85.70	85.70	4100-073010-5411-	- -
2/07/2022	12/18/2021	003754 AMAZON	785634936346	10	74.57	74.57	4100-073010-5401-	- -
2/07/2022	1/08/2022	003754 AMAZON	786986499954	10	79.99	79.99	4100-073010-5414-	- -
2/07/2022	1/12/2022	003754 AMAZON	865894663958	10	22.98	22.98	4100-073010-5401-	- -
2/07/2022	1/14/2022	003754 AMAZON	956578578433	10	23.97	23.97	4100-073010-5411-	- -
2/07/2022	12/20/2021	003754 AMAZON	966677638459	10	17.93	17.93	4100-073010-5411-	- -
					3,381.01	3,381.01 *		
2/07/2022	1/07/2022	004674 AMERIGAS	01072022		1,287.35	1,287.35	4100-043020-5102-	- -
2/07/2022	1/11/2022	004674 AMERIGAS	3131445692		484.07	484.07	4100-043020-5102-	- -
					1,771.42	1,771.42 *		
2/07/2022	1/31/2022	000732 APPALACHIAN NAT	01312022.		316.21	316.21	4100-043020-5102-	- -
					316.21	316.21 *		
2/07/2022	1/15/2022	000047 AT&T	01152022		44.96	44.96	4100-031020-5203-	- -
2/07/2022	1/15/2022	000047 AT&T	01152022		13.03	13.03	4100-031020-5203-	- -
					57.99	57.99 *		
2/07/2022	1/12/2022	001225 BAI MUNICIPAL S	4ATS20222A-1050		13,254.00	13,254.00	4100-012300-3005-	- -
					13,254.00	13,254.00 *		
2/07/2022	1/07/2022	000007 BAKER & TAYLOR	5017378230	10	15.65	15.65	4100-073010-5411-	- -
2/07/2022	1/14/2022	000007 BAKER & TAYLOR	5017448698	10	17.93	17.93	4100-073010-5411-	- -
2/07/2022	1/14/2022	000007 BAKER & TAYLOR	5017448699	10	46.41	46.41	4100-073010-5411-	- -
2/07/2022	1/03/2022	000007 BAKER & TAYLOR	5017462575	10	10.70	10.70	4100-073010-5411-	- -
2/07/2022	1/03/2022	000007 BAKER & TAYLOR	5017462576	10	258.11	258.11	4100-073010-5411-	- -
2/07/2022	1/03/2022	000007 BAKER & TAYLOR	5017462577	10	157.98	157.98	4100-073010-5411-	- -
2/07/2022	1/17/2022	000007 BAKER & TAYLOR	5017479545	10	16.31	16.31	4100-073010-5411-	- -
2/07/2022	1/17/2022	000007 BAKER & TAYLOR	5017479546	10	32.62	32.62	4100-073010-5411-	- -
2/07/2022	1/17/2022	000007 BAKER & TAYLOR	5017479547	10	16.30	16.30	4100-073010-5411-	- -
2/07/2022	1/17/2022	000007 BAKER & TAYLOR	5017479548	10	222.57	222.57	4100-073010-5411-	- -
					794.58	794.58 *		
2/07/2022	12/31/2021	000052 BLEVINS SEPTIC	35766		510.00	510.00	4100-042010-5413-	- -
					510.00	510.00 *		
2/07/2022	2/07/2022	000092 BONANZA RESTAUR	797460.		255.00	255.00	4100-011010-5413-	- -
					255.00	255.00 *		
2/07/2022	12/24/2021	000101 BRISTOL HERALD	HON LIB 2022	10	390.00	390.00	4100-073010-5411-	- -
					390.00	390.00 *		
2/07/2022	12/01/2021	002301 C HEALTH	150350		60.00	60.00	4100-042400-5401-	- -
					60.00	60.00 *		
2/07/2022	2/28/2022	001177 CAMPBELL PHILLI	02072022		420.00	420.00	4100-013010-3002-	- -
					420.00	420.00 *		
2/07/2022	1/20/2022	004450 CINTAS CORPORAT	4108273895		40.72	40.72	4100-043020-3008-	- -
2/07/2022	1/20/2022	004450 CINTAS CORPORAT	4108273924		77.78	77.78	4100-043020-3008-	- -
2/07/2022	1/20/2022	004450 CINTAS CORPORAT	4108274244		282.51	282.51	4100-043020-3008-	- -

DUE DATE	INV. DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT	P.O.#
2/07/2022	1/20/2022	004450 CINTAS CORPORAT	4108274250		103.48	103.48	4100-043020-3008-	-
2/07/2022	1/20/2022	004450 CINTAS CORPORAT	4108274319		99.53	99.53	4100-043020-3008-	-
2/07/2022	1/24/2022	004450 CINTAS CORPORAT	4108494079		27.59	27.59	4100-043020-3008-	-
2/07/2022	1/27/2022	004450 CINTAS CORPORAT	4108926490		40.72	40.72	4100-043020-3008-	-
2/07/2022	1/27/2022	004450 CINTAS CORPORAT	4108926573		77.78	77.78	4100-043020-3008-	-
2/07/2022	1/27/2022	004450 CINTAS CORPORAT	4108926875		266.58	266.58	4100-043020-3008-	-
2/07/2022	1/27/2022	004450 CINTAS CORPORAT	4108926924		103.48	103.48	4100-043020-3008-	-
2/07/2022	1/27/2022	004450 CINTAS CORPORAT	4108926945		110.24	110.24	4100-043020-3008-	-
2/07/2022	1/27/2022	004450 CINTAS CORPORAT	4108926962		49.12	49.12	4100-043020-3008-	-
2/07/2022	1/31/2022	004450 CINTAS CORPORAT	4109162285		27.59	27.59	4100-043020-3008-	-
					1,307.12	1,307.12		
2/07/2022	1/31/2022	000142 CLERK OF CIRCUI	01312022 NOTFEE		10.00	10.00	4100-012010-5401-	-
					10.00	10.00		
2/07/2022	2/28/2022	003076 COMBS ARCHIE	NOV-FEB 21,22		774.33	774.33	4100-013010-1008-	-
					774.33	774.33		
2/07/2022	12/22/2021	002796 CONSOLIDATED ST	257266		226.40	226.40	4100-042400-5407-	-
2/07/2022	1/11/2022	002796 CONSOLIDATED ST	257736		171.36	171.36	4100-094010-8031-	-
					397.76	397.76		
2/07/2022	1/13/2022	004452 CRYSTAL SPRINGS	16981298 011322		98.27	98.27	4100-013010-5401-	-
2/07/2022	1/13/2022	004452 CRYSTAL SPRINGS	16981294 011322		55.52	55.52	4100-021060-5401-	-
2/07/2022	1/13/2022	004452 CRYSTAL SPRINGS	16981300 011322		57.38	57.38	4100-021020-5401-	-
2/07/2022	1/13/2022	004452 CRYSTAL SPRINGS	16981785 011322		21.94	21.94	4100-021010-5401-	-
2/07/2022	1/13/2022	004452 CRYSTAL SPRINGS	16983012 011322		70.90	70.90	4100-032050-7002-	-
					304.01	304.01		
2/07/2022	1/19/2022	000171 CUMBERLAND PLAT	236		66,787.51	66,787.51	4100-042010-3002-	-
					66,787.51	66,787.51		
2/07/2022	12/21/2021	000198 DOMINION OFFICE	139098	10	155.00	155.00	4100-073010-5401-	-
2/07/2022	12/27/2021	000198 DOMINION OFFICE	139162	10	12.19	12.19	4100-073010-5401-	-
2/07/2022	1/03/2022	000198 DOMINION OFFICE	139286	10	9.34	9.34	4100-073010-5401-	-
2/07/2022	1/04/2022	000198 DOMINION OFFICE	139343	10	10.88	10.88	4100-073010-5401-	-
2/07/2022	12/23/2021	000198 DOMINION OFFICE	139189		23.00	23.00	4100-013010-5401-	-
2/07/2022	1/19/2022	000198 DOMINION OFFICE	139809		63.99	63.99	4100-021010-5401-	-
2/07/2022	1/19/2022	000198 DOMINION OFFICE	139816		35.15	35.15	4100-021060-5401-	-
2/07/2022	1/19/2022	000198 DOMINION OFFICE	139820		43.80	43.80	4100-034010-5401-	-
2/07/2022	1/19/2022	000198 DOMINION OFFICE	139835		46.90	46.90	4100-032050-5401-	-
2/07/2022	1/21/2022	000198 DOMINION OFFICE	139990		43.29	43.29	4100-012010-5401-	-
2/07/2022	12/14/2021	000198 DOMINION OFFICE	138824		96.89	96.89	4100-012130-5401-	-
2/07/2022	12/17/2021	000198 DOMINION OFFICE	138975		29.95	29.95	4100-012130-5401-	-
2/07/2022	1/13/2022	000198 DOMINION OFFICE	139164		62.93	62.93	4100-071040-5605-	-
2/07/2022	1/13/2022	000198 DOMINION OFFICE	139165		62.93	62.93	4100-071040-5600-	-
2/07/2022	1/03/2022	000198 DOMINION OFFICE	139285		46.90	46.90	4100-012010-5401-	-
2/07/2022	1/03/2022	000198 DOMINION OFFICE	139288		213.24	213.24	4100-042400-5414-	-
2/07/2022	1/07/2022	000198 DOMINION OFFICE	139468		35.99	35.99	4100-042400-5401-	-
2/07/2022	1/10/2022	000198 DOMINION OFFICE	139472		120.00	120.00	4100-032050-5401-	-
2/07/2022	1/14/2022	000198 DOMINION OFFICE	139473		43.99	43.99	4100-071040-5600-	-
2/07/2022	1/07/2022	000198 DOMINION OFFICE	139478		178.00	178.00	4100-043020-5405-	-
2/07/2022	1/11/2022	000198 DOMINION OFFICE	139548		4.99	4.99	4100-021060-5401-	-
2/07/2022	1/14/2022	000198 DOMINION OFFICE	139700		6.26	6.26	4100-012010-5401-	-
2/07/2022	1/14/2022	000198 DOMINION OFFICE	139719		87.98	87.98	4100-072010-5405-	-
2/07/2022	1/14/2022	000198 DOMINION OFFICE	139765		544.00	544.00	4100-012010-5401-	-
2/07/2022	1/26/2022	000198 DOMINION OFFICE	139166		125.86	125.86	4100-071040-5608-	-
2/07/2022	1/26/2022	000198 DOMINION OFFICE	139804		62.93	62.93	4100-071040-5600-	-
2/07/2022	1/26/2022	000198 DOMINION OFFICE	139805		62.93	62.93	4100-071040-5605-	-
2/07/2022	1/26/2022	000198 DOMINION OFFICE	140015		125.86	125.86	4100-072010-5405-	-
2/07/2022	1/26/2022	000198 DOMINION OFFICE	140016		120.00	120.00	4100-043020-5405-	-

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
2/07/2022	1/25/2022	000198	DOMINION OFFICE 140021		46.90	46.90	4100-012010-5401-	- -
2/07/2022	1/26/2022	000198	DOMINION OFFICE 140127		5.97	5.97	4100-032050-5401-	- -
					2,528.04	2,528.04	*	
2/07/2022	12/31/2021	003938	DRAPER ADEN ASS 2021120412		1,667.50	1,667.50	4100-042010-3090-	- -
2/07/2022	12/31/2021	003938	DRAPER ADEN ASS 2102298		2,336.00	2,336.00	4100-042010-3090-	- -
					4,003.50	4,003.50	*	
2/07/2022	10/27/2021	003027	ESRI INC Q-456402		1,350.00	1,350.00	4100-012100-3090-	- -
					1,350.00	1,350.00	*	
2/07/2022	1/24/2022	001445	FISHER AUTO PAR 397-273134		11.52	11.52	4100-042400-5408-	- -
2/07/2022	1/21/2022	001445	FISHER AUTO PAR 402-542890		74.95	74.95	4100-042400-5407-	- -
2/07/2022	1/18/2022	001445	FISHER AUTO PAR 397-272993		86.73	86.73	4100-043020-5407-	- -
2/07/2022	1/20/2022	001445	FISHER AUTO PAR 397-273062		215.00	215.00	4100-043020-5407-	- -
					388.20	388.20	*	
2/07/2022	12/30/2021	002747	FOLEY COMPANY 256224		105.99	105.99	4100-021060-5401-	- -
					105.99	105.99	*	
2/07/2022	1/19/2022	004831	FOUNDATION SYST 1745-NOV		7,196.50	7,196.50	4100-094010-8029-	- -
2/07/2022	1/19/2022	004831	FOUNDATION SYST 1805-DEC		8,356.00	8,356.00	4100-094010-8029-	- -
					15,552.50	15,552.50	*	
2/07/2022	1/10/2022	000251	GAYLORD BROTHER 2747821	10	52.72	52.72	4100-073010-5401-	- -
					52.72	52.72	*	
2/07/2022	1/10/2022	004547	GUERNSEY INV-2248203		41.28	41.28	4100-021020-5401-	- -
					41.28	41.28	*	
2/07/2022	1/21/2022	004917	HENARD METAL FA 30659-VA		4,100.00	4,100.00	4100-094010-8029-	- -
					4,100.00	4,100.00	*	
2/07/2022	1/21/2022	003859	HESS DONNA 01212022		138.00	138.00	4100-013010-3002-	- -
					138.00	138.00	*	
2/07/2022	1/26/2022	000308	HONAKER TIRE SE 202821		263.75	263.75	4100-042400-5408-	- -
2/07/2022	1/15/2022	000308	HONAKER TIRE SE 202763		1,781.04	1,781.04	4100-042400-5407-	- -
2/07/2022	12/21/2021	000308	HONAKER TIRE SE 202852		50.00	50.00	4100-042400-5407-	- -
					2,094.79	2,094.79	*	
2/07/2022	1/28/2022	003866	INNOVATIVE TECH 3100		417.00	417.00	4100-032050-3005-	- -
2/07/2022	1/28/2022	003866	INNOVATIVE TECH 3091		187.50	187.50	4100-094010-8029-	- -
2/07/2022	1/28/2022	003866	INNOVATIVE TECH 3092		225.00	225.00	4100-012300-3002-	- -
2/07/2022	1/28/2022	003866	INNOVATIVE TECH 3093		2,062.50	2,062.50	4100-012300-3002-	- -
2/07/2022	1/28/2022	003866	INNOVATIVE TECH 3095		225.00	225.00	4100-012300-3002-	- -
2/07/2022	1/28/2022	003866	INNOVATIVE TECH 3097		112.50	112.50	4100-072010-3009-	- -
					3,229.50	3,229.50	*	
2/07/2022	12/10/2021	001685	JERRY'S SIGNS 12765		90.00	90.00	4100-031020-5409-	- -
					90.00	90.00	*	
2/07/2022	1/25/2022	003587	JOHN DEERE FINA BOARD JAN22	1	499.50	499.50	4100-043020-5407-	- -
2/07/2022	1/25/2022	003587	JOHN DEERE FINA BOARD JAN22	1	41.88	41.88	4100-043020-5407-	- -
2/07/2022	1/25/2022	003587	JOHN DEERE FINA SHERIFF JAN22		497.14	497.14	4100-031020-5408-	- -
					1,038.52	1,038.52	*	
2/07/2022	1/03/2022	003250	KEEP SOUTHWEST 2022 DUES		150.00	150.00	4100-042400-5401-	- -
					150.00	150.00	*	
2/07/2022	1/23/2022	004546	LEAF 12807835	10	95.52	95.52	4100-073010-3002-	- -
					95.52	95.52	*	
2/07/2022	12/27/2021	000367	LEBANON BLOCK & 461495	10	64.63	64.63	4100-073010-5401-	- -
2/07/2022	12/29/2021	000367	LEBANON BLOCK & 461814	10	29.99	29.99	4100-073010-5401-	- -
					94.62	94.62	*	
2/07/2022	12/21/2021	004657	LMU-CVM SOAR.		310.00	310.00	4100-035010-5404-	- -
					310.00	310.00	*	
2/07/2022	1/21/2022	000393	LOWES 01212022		708.70	708.70	4100-031020-5409-	- -
2/07/2022	1/10/2022	000393	LOWES 059308288888CM		162.87	162.87	4100-043020-5407-	- -
2/07/2022	1/19/2022	000393	LOWES 909089		104.66	104.66	4100-043020-5407-	- -

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
2/07/2022	1/19/2022	000393 LOWES	909090		423.78	423.78	4100-072010-5407-	- -
2/07/2022	1/11/2022	000393 LOWES	909558		13.26	13.26	4100-043020-5407-	- -
2/07/2022	1/19/2022	000393 LOWES	978521		228.00	228.00	4100-031020-5409-	- -
					1,315.53	1,315.53	*	
2/07/2022	12/29/2021	004255 MAGGARD SALES & 95050			38.67	38.67	4100-042400-5407-	- -
					38.67	38.67	*	
2/07/2022	2/01/2022	003474 MONK HARRY J NOV-FEB 21-22			1,548.67	1,548.67	4100-013010-1008-	- -
					1,548.67	1,548.67	*	
2/07/2022	1/24/2022	003123 O'REILLY AUTO P 1943-443961			32.47	32.47	4100-031020-5408-	- -
2/07/2022	1/27/2022	003123 O'REILLY AUTO P 1943-444230			40.97	40.97	4100-031020-5408-	- -
					73.44	73.44	*	
2/07/2022	1/11/2022	000904 OLD DOMINION PO 01112022			267.75	267.75	4100-071040-5101-	- -
2/07/2022	1/11/2022	000904 OLD DOMINION PO 01112022			517.34	517.34	4100-071040-5101-	- -
2/07/2022	1/12/2022	000904 OLD DOMINION PO 01122022			31.97	31.97	4100-071040-5101-	- -
2/07/2022	1/12/2022	000904 OLD DOMINION PO 01122022-			191.90	191.90	4100-071040-5101-	- -
2/07/2022	1/18/2022	000904 OLD DOMINION PO 01182022			106.52	106.52	4100-071040-5101-	- -
					1,115.48	1,115.48	*	
2/07/2022	1/15/2022	004595 POINT BROADBAND 3337134			225.61	225.61	4100-032050-3002-	- -
2/07/2022	2/04/2022	004595 POINT BROADBAND 3337500			49.95	49.95	4100-071040-5101-	- -
					275.56	275.56	*	
2/07/2022	12/18/2021	002812 RICOH AMERICAS 5063461825		10	3.67	3.67	4100-073010-3002-	- -
2/07/2022	1/14/2022	002812 RICOH AMERICAS 36013851			96.97	96.97	4100-034010-5401-	- -
2/07/2022	1/14/2022	002812 RICOH AMERICAS 36013986			184.90	184.90	4100-021010-3005-	- -
2/07/2022	1/14/2022	002812 RICOH AMERICAS 36014000			166.90	166.90	4100-022010-5401-	- -
2/07/2022	1/14/2022	002812 RICOH AMERICAS 36014443			44.83	44.83	4100-022010-5415-	- -
2/07/2022	1/14/2022	002812 RICOH AMERICAS 36014484			116.15	116.15	4100-032050-3005-	- -
2/07/2022	1/14/2022	002812 RICOH AMERICAS 36014830			84.03	84.03	4100-035010-5401-	- -
2/07/2022	1/14/2022	002812 RICOH AMERICAS 36015314			253.60	253.60	4100-012010-3005-	- -
2/07/2022	1/14/2022	002812 RICOH AMERICAS 36015385			158.59	158.59	4100-032050-3005-	- -
2/07/2022	1/14/2022	002812 RICOH AMERICAS 36015389			100.56	100.56	4100-031020-3005-	- -
2/07/2022	1/14/2022	002812 RICOH AMERICAS 36000814			184.90	184.90	4100-012130-3005-	- -
					1,395.10	1,395.10	*	
2/07/2022	1/25/2022	004548 RUSSELL COUNTY 01252022			2,000.00	2,000.00	4100-091000-5084-	- -
					2,000.00	2,000.00	*	
2/07/2022	1/01/2022	000663 RUSSELL COUNTY JAN 22 WWTP			4,132.08	4,132.08	4100-095010-9130-	- -
2/07/2022	1/01/2022	000663 RUSSELL COUNTY JAN-22			23,220.00	23,220.00	4100-095010-9130-	- -
					27,352.08	27,352.08	*	
2/07/2022	1/05/2022	004632 RUSSELL COUNTY 01052022			62.50	62.50	4100-071040-5103-	- -
2/07/2022	1/05/2022	004632 RUSSELL COUNTY 01052022			31.25	31.25	4100-071040-5103-	- -
					93.75	93.75	*	
2/07/2022	11/30/2021	003554 S.E.P.T.I.C. IN 51411			60.20	60.20	4100-094010-7056-	- -
					60.20	60.20	*	
2/07/2022	12/06/2021	000594 SAM'S CLUB/GEGR 1032			222.44	222.44	4100-031020-5409-	- -
					222.44	222.44	*	
2/07/2022	2/01/2022	004017 SCOTT HERBERT W NOV-FEB 21,22			774.33	774.33	4100-013010-1008-	- -
					774.33	774.33	*	
2/07/2022	1/16/2022	003380 SHENTEL 01162022			127.72	127.72	4100-012010-5413-	- -
2/07/2022	1/16/2022	003380 SHENTEL 01162022			127.72	127.72	4100-013020-5413-	- -
2/07/2022	1/16/2022	003380 SHENTEL 01162022			123.73	123.73	4100-031020-5203-	- -
2/07/2022	1/18/2022	003380 SHENTEL DEC 2021			29.01	29.01	4100-013020-5413-	- -
2/07/2022	12/25/2021	003380 SHENTEL 504765			124.50	124.50	4100-012130-3005-	- -
					532.68	532.68	*	
2/07/2022	10/25/2021	004920 SOUTHERN REBAR 81205			14,318.00	14,318.00	4100-094010-8029-	- -
2/07/2022	11/18/2021	004920 SOUTHERN REBAR 82292			1,332.39	1,332.39	4100-094010-8029-	- -
2/07/2022	11/18/2021	004920 SOUTHERN REBAR 82311			6,850.00	6,850.00	4100-094010-8029-	- -

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
2/07/2022	11/23/2021	004920 SOUTHERN REBAR	82478		449.02	449.02	4100-094010-8029-	- -
2/07/2022	12/03/2021	004920 SOUTHERN REBAR	82838		180.00	180.00	4100-094010-8029-	- -
2/07/2022	1/13/2022	004920 SOUTHERN REBAR	84114		3,421.84	3,421.84	4100-094010-8029-	- -
2/07/2022	1/13/2022	004920 SOUTHERN REBAR	84116		21.08	21.08	4100-094010-8029-	- -
2/07/2022	1/26/2022	004920 SOUTHERN REBAR	84680		16,852.94	16,852.94	4100-094010-8029-	- -
					43,425.27	43,425.27	*	
2/07/2022	1/20/2022	000625 SOUTHWEST VA EM	3680		1,000.00	1,000.00	4100-091000-8031-	- -
					1,000.00	1,000.00	*	
2/07/2022	1/31/2022	000680 TOWN OF HONAKER	01312022		81.62	81.62	4100-043020-5103-	- -
2/07/2022	1/31/2022	000680 TOWN OF HONAKER	01312022		38.39	38.39	4100-071040-5103-	- -
					120.01	120.01	*	
2/07/2022	1/04/2022	001079 TREASURER OF VI	LV202202		219.72	219.72	4100-034010-5401-	- -
					219.72	219.72	*	
2/07/2022	12/29/2021	002133 TREASURER OF VI	12292021		40.00	40.00	4100-035030-3001-	- -
					40.00	40.00	*	
2/07/2022	1/18/2022	000669 TREASURER VA TE	202202		12,928.63	12,928.63	4100-083050-1003-	- -
2/07/2022	1/18/2022	000669 TREASURER VA TE	202202		4,563.81	4,563.81	4100-083050-2003-	- -
					17,492.44	17,492.44	*	
2/07/2022	1/12/2022	000082 VERIZON	000015175775		158.85	158.85	4100-031020-5203-	- -
2/07/2022	1/12/2022	000082 VERIZON	000015187482.		79.28	79.28	4100-053050-5203-	- -
					238.13	238.13	*	
2/07/2022	12/03/2021	000718 VIRGINIA LIBRAR	10321	10	325.00	325.00	4100-073010-5500-	- -
2/07/2022	1/12/2022	000718 VIRGINIA LIBRAR	2022/81	10	226.00	226.00	4100-073010-5500-	- -
					551.00	551.00	*	
2/07/2022	6/01/2022	001469 VRAV	JUL 22 JUN 23		250.00	250.00	4100-013020-5801-	- -
					250.00	250.00	*	
2/07/2022	1/21/2022	004278 WELLS FARGO VEN	105813349		171.40	171.40	4100-012010-3005-	- -
2/07/2022	1/25/2022	004278 WELLS FARGO VEN	105819087		158.05	158.05	4100-031020-3005-	- -
					329.45	329.45	*	
2/07/2022	1/23/2022	004837 WEX ENTERPRISE	77730008		13,063.50	13,063.50	4100-031020-5408-	- -
					13,063.50	13,063.50	*	
2/07/2022	1/13/2022	004405 WORLDWIDE EQUIP	261223913		68.78	68.78	4100-042400-5407-	- -
					68.78	68.78	*	
		TOTAL FOR DUE DATE 2/07/2022			239,785.83	239,785.83		
		TOTAL DUE FOR FUND- 4100			239,785.83	239,785.83		

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
2/07/2022	1/31/2022	001276 KEN CONSTRUCTIO	3076067		23,200.00	23,200.00	4211-011010-5413-	- -
					23,200.00	23,200.00	*	
		TOTAL FOR DUE DATE	2/07/2022		23,200.00	23,200.00		
		TOTAL DUE FOR FUND-	4211		23,200.00	23,200.00		

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
2/07/2022	1/11/2022	000904 OLD DOMINION PO	01112022		186.42	186.42	4839-083990-5101-	- -
					186.42	186.42 *		
2/07/2022	1/31/2022	000680 TOWN OF HONAKER	01312022		115.17	115.17	4839-083990-5103-	- -
					115.17	115.17 *		
2/07/2022	1/07/2022	000082 VERIZON	01072022		83.80	83.80	4839-083990-5203-	- -
2/07/2022	1/22/2022	000082 VERIZON	000015111311.		75.48	75.48	4839-083990-5203-	- -
					159.28	159.28 *		
		TOTAL FOR DUE DATE 2/07/2022			460.87	460.87		
		TOTAL DUE FOR FUND- 4839			460.87	460.87		
		NON-DIRECT DEPOSIT			263,446.70	263,446.70		
		DIRECT DEPOSIT			.00	.00		
		E-Payable Total			.00	.00		
		FINAL DUE			263,446.70	263,446.70		
						.00		



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item: A-3
Presenter: Chairperson

Meeting: 2/7/22 6:00 PM

Board Appointments

RC Planning Commission

Scott McGlothlin (Resigned) 4 Year-Term March 5, 2022

Board Appointments 2022

Name	District	Term	Term Ending
<u>Russell County Planning Commission</u>			
Scott McGlothlin (replaced Kirby Meadows)	4	Four Years	March 5, 2022
<u>Southwest Virginia Community Corrections</u>			
Doug Howard		Two Years	June 4, 2022
<u>Industrial Development Authority</u>			
Carlton Elliott	5	Four Years	June 7, 2022
<u>Russell County Public Service Authority</u>			
Donnie Christian		Four Years	June 24, 2022
Joe Huff	5	Three Years	June 24, 2022
<u>Cumberland Plateau Regional Housing Authority</u>			
Judy Lockridge	5	Four Years	June 30, 2022
<u>Department of Social Services Board</u>			
Andrew Hensley	1	Four Years	June 30, 2022
Donnie Ramey	5	Four Years	June 30, 2022
<u>Appalachian Agency for Senior Citizens</u>			
Wayne Bostic	4	Two Years	August 1, 2022
Pat Gray	2	Two Years	August 1, 2022
Alice Meade	5	Two Years	August 1, 2022
Larry Burton	6	Two Years	August 1, 2022

Name	District	Term	Term Ending
Heart of Appalachia Tourism Development Authority			
Heather Powers		Two Years	September 10, 2022
Victoria Gent		Two Years	September 10, 2022
Russell County Library Board			
Karen Davis	5	Three Years	September 20, 2022
Sharon Sargent	2	Three Years	September 20, 2022
Sharon VanDyke	4	Three Years	September 20, 2022
Name	District	Term	Term Ending
Industrial Development Authority			
Ernie McFaddin	5	Four Years	October 1, 2022
Russell County Planning Commission			
Mark Mitchell	6	Four Years	October 1, 2022
Highway & Safety Commission			
Tim Lovelace	1	Two Years	October 5, 2022
Russell County Library Board			
Sherry Lyttle	1	Three Years	October 7, 2022
Name	District	Term	Term Ending
People Inc. Board of Directors			
Vicki Porter	1	Five Years	November 6, 2022
Community Policy Management Team			
Jeffrey Brintle		Three Years	November 7, 2022

Name	District	Term	Term Ending
<u>Cumberland Mt. Community Service Board</u>			
Eric Brown	4	Three Years	December 31, 2022
<u>Drill Community Center</u>			
Charlene Blankenship	4	Two Years	December 31, 2022
Rachel Helton	4	Two Years	December 31, 2022
Doug Lester	4	Two Years	December 31, 2022
Harold Dean Thomas	4	Two Years	December 31, 2022
Betty Sue Hess	4	Two Years	December 31, 2022
<u>Upper Roundtree River Roundtable</u>			
Nathaniel Rasnake	1	Two Years	December 31, 2022



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item
Presenters - Attorney

Meeting: 2/7/22 6:00 PM

County Attorney Reports

- 1. Noise Ordinance**
- 2. RC Employee Insurance Retirement Program**
- 3. An Ordinance to Permit Russell and Tazewell County Building Inspection Officials and Russell and Tazewell County Erosion and Sediment Control Inspection Officials to Mutually Perform Inspections Upon Property Owned by Pure Salmon Virginia, LLC in Russell County and Tazewell County, Virginia.**
- 4. Project Jonah Interjurisdictional Agreement**

Staff Recommendation:

Board Discretion.

Suggested Motion:

Motion Required.

ATTACHMENTS:

- Various

Russell County Board of Supervisors

RETIREMENT INSURANCE 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 eligibility.
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. An Insurance Retirement Program application must be received by the County Administrator 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 application to this program with an effective date to coincide with their retirement thru the Virginia Retirement System.
5. Elected Constitutional Officers and any employees whose salary is solely paid by grant funding are not eligible to participate in this program.
6. Elected Constitutional Officers are required to adopt, implement, and maintain the most current version of the Personnel Policy duly adopted by the Russell County Board of Supervisors and require monthly time sheets to be submitted to them for employees to be eligible for participation in this program. Failure to abide by either of these requirements at any point will render any employee ineligible for participation in this program.

Benefits:

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 eligibility, whichever comes first. The retiree will be allowed to trade **unused accumulated sick/personal leave** days for the days required as specified above. The percentage is based on total years of service as listed below:

- 15 years service... ..60% of insurance paid by the board
- 16-20 years service... ..65% of insurance paid by the board
- 21-24 years service... ..70% of insurance paid by the board

25-29 years service... 80% of insurance paid by the board

30+ years service... 85% of insurance paid by the board

The Board will pay the percentage for a single healthcare plan policy 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 Insurance Program (the "Program") should submit an application to the Russell County Administrator 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.

**RESOLUTION OF THE BOARD OF SUPERVISORS OF RUSSELL COUNTY,
VIRGINIA PERTAINING TO A ONE-TIME WAIVER OF THE REQUIREMENT THAT
AN APPLICATION PURSUANT TO THE INSURANCE RETIREMENT PROGRAM
MUST BE RECEIVED AT LEAST NINETY (90) DAYS PRIOR TO THE EMPLOYEE'S
EFFECTIVE RETIREMENT DATE**

WHEREAS, the Board of Supervisors of Russell County, Virginia "RCBOS" has considered and adopted a retirement incentive formally known as the Insurance Retirement Program at its regular board meeting held on February 7, 2022.

WHEREAS, a requirement of the Insurance Retirement Program is that an employee apply for the benefits under said program at least ninety (90) days prior to that employee's effective retirement date.

WHEREAS, the RCBOS desires to allow employees who have already announced an effective retirement date less than ninety (90) days from February 7, 2022 to be eligible for the benefits of the Insurance Retirement Program.

THEREFORE BE IT RESOLVED, the RCBOS shall allow a one time waiver of the requirement that an application for the Insurance Retirement Program must be received at least ninety (90) days prior to an employee's effective retirement date if that employee's effective retirement date occurs on or before May 9, 2022.

BE IT FURTHER RESOLVED, that after May 9, 2022 failure to file a timely application pursuant to the Insurance Retirement Program shall result in the employee forfeiting any benefits thereunder.

CERTIFICATE OF ADOPTION OF RESOLUTION

The undersigned Clerk of the Board of Supervisors of the County of Russell, Virginia, hereby certifies that the Resolution set forth above was adopted during an open meeting on February 7, 2022, by the Board of Supervisors with the following votes:

Aye:

Nay:

Abstentions:

Signed this 7th day of February, 2022

By: _____

Clerk, Board of Supervisors

AMENDMENTS TO THE PERSONNEL POLICY

The following language will be deleted from Section 07-05 in the last sentence of the second paragraph under number 5.

“Accrued sick leave may also be used to pay for health insurance after retirement.”

and will be replaced with

“Accrued sick leave may also be used for participation in the Insurance Retirement Program subject to all eligibility requirements.”

The next addition will be to add the following paragraph after the first paragraph under the heading “Constitutional Officers and Employees:”

“Elected Constitutional Officers are required to adopt, implement, and maintain the most current version of the Personnel Policy duly adopted by the Russell County Board of Supervisors and require monthly time sheets to be submitted to them for employees to be eligible for participation in this program. Failure to abide by either of these requirements at any point will render any employee ineligible for participation in this program.”



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item C-1 – C-9
Presenter: Administrator

Meeting: 2/7/22 6:00 PM

County Administrator Reports & Requests

The County Administrator Reports & Request for February 2022:

REPORTS

1. 2022 VACo & Virginia Rural Center Rural Caucus Reception.....C-1
2. Dr. Gregory Brown’s Resignation for the Local College Board.....C-2

REQUESTS

3. VDOT Resolution for Highway System Changes Resulting from the Construction of VDOT Project 1056-083-R30, N501, Route 1056, Windy Hill Lane.....C-3
4. VDH and RC Agreement for Funding and Services of the Russell County Health.....C-4
5. Robinson, Farmer, Cox Associates, PPLC Proposal for Central Services Cost Allocation Plan.....C-5
6. VDOT Grant – Community of Dante Depot Restoration.....C-6
7. DCJS Local Law Enforcement Block (LOLE) Grant Program.....C-7
8. RC Disposal Truck Surplus and Sale.....C-8
9. RC Disposal Truck Purchase.....C-9

STAFF RECOMMENDATION(s):

Board Discretion.

SUGGESTED MOTION(s):

Board Discretion.

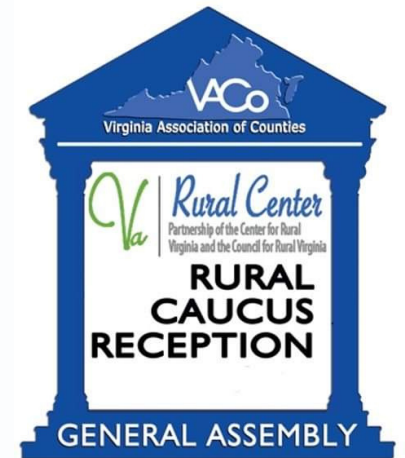
ATTACHMENTS:

- Various

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

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

EMAIL: _____

COUNTY/ORGANIZATION: _____

MY GUEST'S NAME: (add \$75) _____

PAYMENT INFORMATION

CHARGE OPTIONS: VISA American Express MasterCard Discover

CREDIT CARD NUMBER: _____

EXPIRATION DATE: _____

NAME ON THE CARD: _____

CONTACT PHONE: _____ CONTACT EMAIL: _____

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.

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



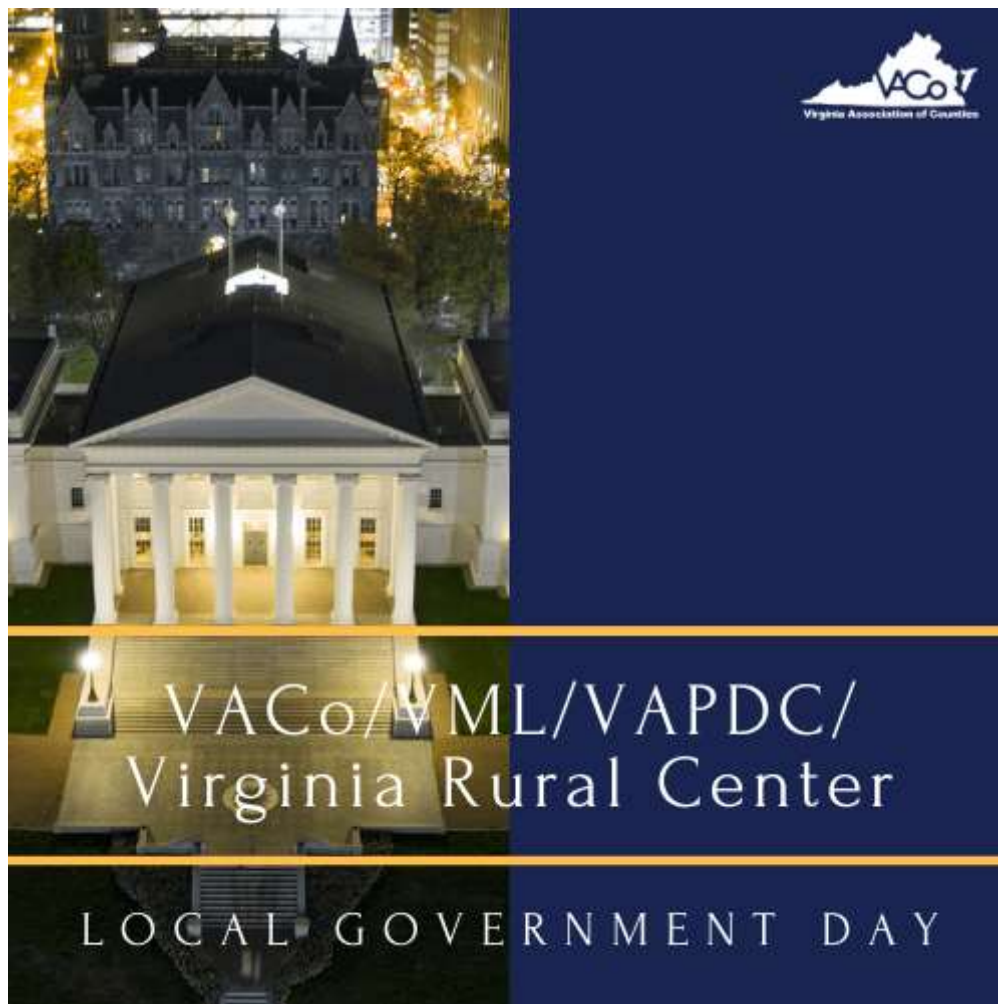
Refund Policy: Requests for registration refunds are honored if received by January 28, 2022. Substitutions are allowed in the event a supervisor is unable to attend. For more information, call VACo at 804.788.6652.



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](#)

[+ GOOGLE CALENDAR](#)

[+ ADD TO ICALENDAR](#)

2022 VACo & VML
Virginia Rural Caucus &
Local Government Day Legislation

1. County Administrator, Supervisor Wallace, and others met with VDOT concerning Clinch River pedestrian bridge and discussed progress on Dante Depot project.
 2. Supervisors Eaton and Breeding met with Delegate Will Morefield on various issues facing the County such as the Food Tax and the potential loss of revenue for the schools if passed and the problem with the states "across the board" raises in the schools and the salary inequities they generate.
 3. County Administrator, Supervisors Breeding, Eaton, and Wallace met with Delegate Morefield on Project Jonah.
 4. County Administrator and PSA Chairman Porter discussed with the Virginia Resource Authority (VRA) the consolidation and refinancing of the remaining Rural Development (RD) loans. Refinancing process will begin immediately.
 5. Supervisor Wallace met with newly appointed DEQ Director Mike Rolband.
 6. County Administrator, PSA Chairman Porter, and Washington County Administrator met to discuss the possibility of a joint water project that would be beneficial to both counties.
 7. Supervisors Breeding and Eaton met with Delegate Jeff Campbell on his proposal for a regional study of waste disposal which would include Russell County. They discussed the problems associated with waste disposal and the options for a recycling facility to be associated with any future landfill that may be proposed as a result of the study.
- In addition, they also promoted the concept of becoming more regionally independent by partnering with other counties in Southwest Virginia to develop a meat packing facility(s) and other agricultural related projects that would provide alternative crops/products for our local farmers and ranchers.
8. Supervisor Wallace attended the annual Board Meeting of the Virginia Planning Districts, met newly appointed Director of DHCD, Bryan Horn, and Bill Curtis Assistant Director DHCD.
 9. Supervisors Eaton and Breeding discussed the Food Tax issue with Delegate Tim Anderson and stressed the problem with the loss of revenue and its impact on the local school systems. Also, they discussed the inequity created by the "across the board" raises for the SOQ school employees and the revenue demands placed on our County.
 10. Supervisor Wallace and Cumberland Plateau Planning District met with Tamarah Holmes on Broadband, Water/Sewer for Project Jonah, Dante to St. Paul Regional Sewer Project, and the Honaker Downtown Revitalization Project.
 11. Supervisors Breeding and Eaton Spoke with Senator Travis Hackworth on general issues and the Food Tax.



Russell County Public Schools

Gregory A. Brown, Ed.D.

Division Superintendent

Office 276.889.6500

Fax 276.889.6508

Post Office Box 8 84 Dr. Lorraine C. Turner Drive Lebanon, Virginia 24266

School Board Members

Chairman

Cynthia Compton

Vice-Chairman

Kip Parsons

Tim Ball

Wayne Bostic

Linda Garrett

Bob Gibson

Alex Zachwieja

Dr. Tommy Wright
President, Southwest Virginia Community College
PO Box 1101
Richlands, VA 24641

January 28, 2022

Dear Dr. Wright,

Last month, I announced my retirement after thirty (30) years of service in the VRS as a teacher and administrator. My wife is retiring as well and we will be relocating to Tennessee. With this shared, I am offering my resignation to the Local College Board for Southwest Virginia Community College (SWCC). I have enjoyed my years on the board as a member and as the chair.

SWCC is fortunate to have you as president. You have guided the college through the pandemic and through significant change that will make SWCC more appealing to the patrons of the area.

I wish you and SWCC only the best as you move forward with determining my replacement.

Sincerely,

Gregory A. Brown, Ed.D.
Division Superintendent
Russell County Public Schools

Russell County Virginia
"The Heart of Southwest Virginia"

Tim Lovelace
District 1

Steve Breeding
District 5

Carl Rhea
District 3

Lou Ann Wallace, Chairperson
District 2

Rebecca Dye
District 6

David Eaton
District 4

Oris Christian, Vice-Chairman
At-Large

Lonzo Lester
County Administrator

The Board of Supervisors of Russell County, in regular meeting on the 7th day of February 2022 adopted the following:

RESOLUTION FOR HIGHWAY SYSTEM CHANGES RESULTING FROM THE CONSTRUCTION OF VIRGINIA DEPARTMENT OF TRANSPORTATION PROJECT

1056-083-R30, N501 (UPC 88770)

WHEREAS, the Virginia Department of Transportation has constructed Route 1056, Windy Hill Lane, on a new alignment under Project 1056-083-R30, N501 and

WHEREAS, the project sketch and VDOT Form(s) AM4.3, attached and incorporated herein as a part of this resolution, define adjustments required in the secondary systems of state highways as a result of that construction, and

NOW, THEREFORE, BE IT RESOLVED, the Russell County Board of Supervisors requests the Virginia Department of Transportation to add segment A-B to the secondary system of state highways, pursuant to §33.2-705 of the Code of Virginia, for which section this Board guarantees the right of way to be clear and unrestricted, including any necessary easements for cut slopes, fill slopes, and drainage facilities, records of which are on file with the Circuit Court Clerk of Russell County in Plat Book 7, Pages 64-65; and

BE IT FINALLY RESOLVED, the Russell County Board of Supervisors orders that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

Recorded Vote

A Copy Teste:

Moved By: _____

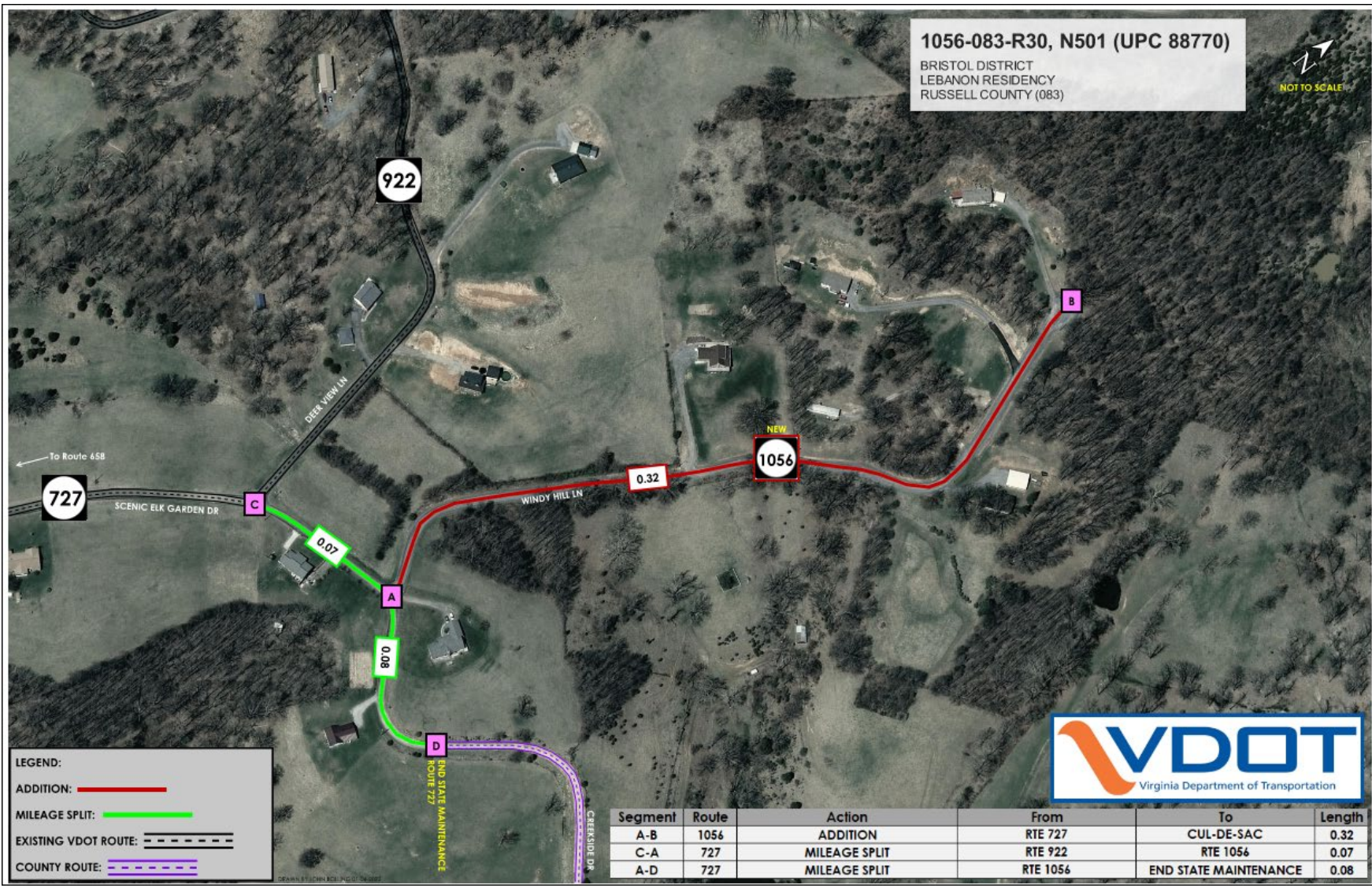
Seconded By: _____

Yeas: _____

Nays: _____

Lonzo Lester, MBA, CPC, VCO
County Administrator

1056-083-R30, N501 (UPC 88770)
 BRISTOL DISTRICT
 LEBANON RESIDENCY
 RUSSELL COUNTY (083)



LEGEND:

ADDITION: —

MILEAGE SPLIT: —

EXISTING VDOT ROUTE:

COUNTY ROUTE:



Segment	Route	Action	From	To	Length
A-B	1056	ADDITION	RTE 727	CUL-DE-SAC	0.32
C-A	727	MILEAGE SPLIT	RTE 922	RTE 1056	0.07
A-D	727	MILEAGE SPLIT	RTE 1056	END STATE MAINTENANCE	0.08

IN RUSSELL COUNTY

by Resolution of the governing body adopted February 7, 2022

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes to the secondary system of state highways.

A Copy Testee Signed (County Official): _____

Report of Changes in the Secondary System of State Highways

Project/Subdivision 1056-083-R30, N501

Addition - VDOT Project §33.2-705

Rte Number	Street Name	From Termini	To Termini	Length	Number Of Lanes	Recordation Reference	Right of Way Width
1056	WINDY HILL LANE	ROUTE 727 [A]	CUL-DE-SAC [B]	0.32	2	PB 7, PAGES 63-64	50

**AGREEMENT BETWEEN THE VIRGINIA DEPARTMENT OF HEALTH AND
THE RUSSELL COUNTY BOARD OF SUPERVISORS FOR FUNDING AND
SERVICES OF THE RUSSELL COUNTY HEALTH DEPARTMENT**

This agreement ("Agreement") for the services to be provided by the Russell County Health Department and the funding therefore is by and between the Virginia Department of Health ("VDH") and Russell County Board of Supervisors (collectively "the Parties").

The Agreement is created in satisfaction of the requirements of § 32.1-31 of the Code of Virginia (1950), as amended, in order to operate the Russell County Health Department under the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows.

§ 1. VDH, over the course of one fiscal year, will pay an amount not to exceed \$627,603.00, from the state general fund to support the cooperative budget in accordance with, and dependent upon, appropriations by the General Assembly, and in like time frame, the Board of Supervisors of Russell County will provide by appropriation and in equal quarterly payments a sum of \$297,097.00 local matching funds and \$72,078.00 one-hundred percent local funds for a total of \$369,175.00 local funds for this fiscal year.

In addition, the Board of Supervisors has approved the Russell County Health Department to carry forward \$0.00 in local matching funds for a total of \$297,097.00 matching funds and an additional \$0.00 in one-hundred percent local funds from the prior fiscal year closing locality balance.

SA
12/16/2021

These joint funds will be distributed in timely installments, as services are rendered in the operation of the Russell County Health Department, which shall perform public health services in Russell County as indicated in Attachment A(1.), and will perform services required by local ordinances as indicated in Attachment A(2.). Payments from the local government are due on the third Monday of each fiscal quarter.

§ 2. The term of the agreement begins July 1, 2021. This Agreement will be automatically extended on a state fiscal year to year renewal basis under the existing terms and conditions of the Agreement unless timely written notice of termination is provided by either party. Such written notice shall be given at least 60 days prior to the beginning of the fiscal year in which the termination is to be effective.

§ 3. The Commonwealth of Virginia ("Commonwealth") and VDH shall be responsible for providing liability insurance coverage and will provide legal defense for state employees of the local health department for acts or occurrences arising from performance of activities conducted pursuant to state statutes and regulations.

- A. The responsibility of the Commonwealth and VDH to provide liability insurance coverage shall be limited to and governed by the Commonwealth of Virginia Public Liability Risk Management Plan, established under § 2.2-1837 of the Code of Virginia (1950), as amended. Such insurance coverage shall extend to the services specified in Attachments A(1.) and A(2.), unless the locality has opted to provide coverage for the employee under the Public Officials Liability Self-Insurance Plan, established under § 2.2-1839 of the Code of Virginia (1950), as amended, or under a policy procured by the locality.
- B. The Commonwealth and VDH will be responsible for providing legal defense for those acts or occurrences arising from the performance of those services listed in Attachment A(1.), conducted in the performance of this contract, as provided for under the Code of Virginia and as provided for under the terms and conditions of the Commonwealth of Virginia Public Liability Risk Management Plan.

- C. Services listed in Attachment A(2.), any services performed pursuant to a local ordinance, and any services authorized solely by Title 15.2 of the Code of Virginia (1950), as amended, when performed by a state employee, are herewith expressly exempted from any requirements of legal defense or representation by the Attorney General or the Commonwealth. For purposes of assuring the eligibility of a state employee performing such services for liability coverage under the Commonwealth of Virginia Public Liability Risk Management Plan , the Attorney General has approved, pursuant to § 2.2-507 of the Code of Virginia (1950), as amended, and the Commonwealth of Virginia Public Liability Risk Management Plan , the legal representation of said employee by the city or county attorney, and, the Board of Supervisors of Russell County hereby expressly agrees to provide the legal defense or representation at its sole expense in such cases by its local attorney.
- D. In no event shall the Commonwealth or VDH be responsible for providing legal defense or insurance coverage for local government employees.

§ 4. Title to equipment purchased with funds appropriated by the local government and transferred to the Commonwealth, either as match for state dollars or as a purchase under appropriated funds expressly allocated to support the activities of the local health department, will be retained by the Commonwealth and will be entered into the Virginia Fixed Asset Accounting and Control System. Local appropriations for equipment to be locally owned and controlled should not be remitted to the Commonwealth, and the local government's procurement procedures shall apply in the purchase. The locality assumes the responsibility to maintain the equipment and all records thereon.

§ 5. This Agreement may only be amended or otherwise modified by an instrument in writing signed by the Parties.

 Parham Jaber, MD, MPH
 Chief Deputy Commissioner
 Community Health Services
 Virginia Department of Health

 Date

 Reisa L. Sloce, Chief Operations Officer
 District Health Director
 Cumberland Plateau Health District

 Date



 Local authorizing officer signature

Lonzo Lester
 Authorizing officer printed name

County Administrator
 Authorizing officer title

1/10/22

 Date



Approved as to form by the Office of the Attorney General on July 23, 2018

Attachments: Local Government Agreement, Attachment A(1.)
 Local Government Agreement, Attachment A(2.)

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT ([32.1-11](#))

For Each Service Provided, Check Block for Highest Income Level Served			
COLLABORATIVE COMMUNITY HEALTH IMPROVEMENT PROCESS	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Assure that ongoing collaborative community health assessment and strategic health improvement planning processes are established. To include public health, health care systems and community partners. As provided for in §32.1-122.03 Code Link- 32.1-122.03 ; State Health Plan Link Virginia Plan for Well-Being 2016-2020			X
COMMUNICABLE DISEASE SERVICES	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Immunization of patients against certain diseases, including Childhood Immunizations As provided for in 32.1-46 Code Link- 32.1-46			X
Sexually transmitted disease screening, diagnosis, treatment, and surveillance 32.1-57, Districts may provide counseling Code Link- 32.1-57			X
Surveillance and investigation of disease 32.1-35 and 32.1-39 Code Links- 32.1-35 , 32.1-39 , 32.1-43			X
HIV/AIDS surveillance, investigation, and sero prevalence survey 32.1-36, 32.1-36.1, 32.1-39 Code Links- 32.1-36 , 32.1-36.1 , 32.1-39			X
Tuberculosis control screening, diagnosis, treatment, and surveillance 32.1-49, 32.1-50.1, and 32.1-54 Code Links- 32.1-49 , 32.1-50 , 32.1-50.1			X
FAMILY PLANNING SERVICES	Income A only	Defined by Federal Regulations	All
Clinic services including drugs and Contraceptive supplies Family Planning Population Research Act of 1970, Title X Code Link- 32.1-77 , 42 U.S.C 300 et seq., and 42 CFR Part 59			X
Pregnancy testing and counseling Family Planning Population Research Act of 1970, Title X Code Link- 32.1-77 , 42 U.S.C. 300 et seq., and 42 CFR Part 59\			X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS
 INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT ([32.1-11](#))

CHILD HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Children Specialty Services; diagnosis, treatment, follow-up, and parent teaching 32.1-77, 32.1-89 and 32.1-90 Code Links- 32.1-77 , 32.1-89 , 32.1-90			X
Screening for genetic traits and inborn errors of metabolism, and provision of dietary supplements Code Links- 32.1-65 , 32.1-67 , 32.1-68			X
Well child care up to age 18 Board of Health Code Link- 32.1-77			X
WIC : Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link 42 U.S.C. § 1786; 7 C.F.R. Part 26		X	
EPSDT: DMAS MOA Social Security Act section 1905(r) (5) Code Link- 32.1-11			X
Blood lead level testing Code Link- 32.1-46.1 , 32.1-46.2			X
Outreach, Patient and Community Health Education Code Link- 32.1-11 , 32.1-11.3 ,			X
Community Education Code Link- 32.1-11 , 32.1-23			X
Pre-school Physicals for school entry Code Link- 22.1-270			X
Services for Children with Special health care needs Title V, Social Security Act Code Link- 32.1-77			X
Child restraints in motor vehicles Code Link- 46.2-1095 , 46.2-1097			X
Babycare, Child: DMAS MOA			X
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Prenatal and post partum care for low risk and intermediate risk women, Title V, Social Security Act Code Link- 32.1-77		X	
Babycare, Maternal: DMAS MOA		X	
WIC: Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link 42 U.S.C §1786 and 7CFR Part 26		X	

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

<p>The following services performed in accordance with the provisions of the Code of Virginia, the regulation of the Board of Health and/or VDH agreements with other state or federal agencies and VDH policies. Data regarding the below services shall be entered in, or exported to, the statewide environmental health database for all available data fields. Local health department staff shall be responsible for responding to all complaints, constituent responses, media inquiries, and Freedom of Information Act request related to the following services.</p>	
<p>Investigation of communicable diseases: Pursuant to §§ 32.1-35 and 32.1-39 of the Code of the Code of Virginia, the local health director and local staff are responsible for investigating any outbreak or unusual occurrence of a preventable disease that the Board of Health requires to be reported. Code Links-32.1-35, 32.1-39</p>	X
<p>Marinas: Pursuant to § 32.1-246 of the Code of Virginia, local health department staff are responsible for permitting marinas and other places where boats are moored and is responsible for inspecting them to ensure that their sanitary fixtures and sewage disposal facilities are in compliance with the Marina Regulations (12VAC5-570-10 et seq.) Code Link-32.1-246</p>	X
<p>Migrant labor camps: Pursuant to §§ 32.1-203-32.1-211 of the Code of Virginia, local health departments are responsible for issuing, denying, suspending and revoking permits to operate migrant labor camps. Local health departments also must inspect migrant labor camps and ensure that the construction, operation and maintenance of such camps are in compliance with the Rules and Regulations Governing Migrant Labor Camps (12VAC5-501-10 et seq.). Code Links-32.1 Chapter 6 Article 6</p>	X
<p>Milk: Pursuant to §§ 3.2-5206, 3.2-5208 of the Code of Virginia and the agency's MOA with VDACS, the local health department is responsible for issuing, denying, suspending and revoking permits for Grade "A" milk processing plants which offer milk and or milk products for sale in Virginia. Local health departments are also responsible for the inspection of Grade "A" milk plants for compliance with the Regulations Governing Grade "A" Milk (2VAC5-490-10). Code Links- 3.2-5206, 3.2-5208</p>	X
<p>Alternative discharging sewage systems: Pursuant to § 32.1-164(A) of the Code of Virginia, local health departments are responsible for issuing, denying and revoking construction and operation permits for alternative discharging systems serving individual family dwellings with flows less than or equal to 1,000 gallons per day on a monthly average. Local health departments are also required to conduct regular inspections of alternative discharging systems in order to ensure that their construction and operation are in compliance with the Alternative Discharging Sewage Treatment Regulations for Individual Family Dwellings (12VAC5-640-10 et seq.). Code Link-32.1-164</p>	X
<p>Onsite sewage systems: Pursuant to § 32.1-163 et seq. of the Code of Virginia, local health department staff is responsible for reviewing and processing site evaluations and designs of onsite sewage systems in accordance with applicable state regulations and may perform such evaluations and designs as allowed. Local health department staff is also responsible for issuing, denying and revoking construction and operation permits for conventional and alternative onsite sewage systems. Local health department staff are responsible for assuring that onsite sewage systems are inspected at time of construction for compliance with the Sewage Handling and Disposal Regulations (12VAC5-610-20 et seq.; "SHDR") and the Alternative Onsite Sewage System Regulations (12VAC5-613-10 et seq.; "AOSS Regulations"); local health department staff may perform such inspections as required. Local health department staff is also responsible for assuring the performance, operation, and maintenance of onsite sewage systems are in compliance with the SHDR and AOSS Regulations. Code Link-32.1-163</p>	X
<p>Rabies: Pursuant to § 3.2-6500 et seq. of the Code of Virginia, the local health department is responsible for investigating complaints and reports of suspected rabid animals exposing a person, companion animal, or livestock to rabies. Code Link- 3.2-6500</p>	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES
BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

<p>Restaurants/eating establishments: Pursuant to § 35.1-14 of the Code of Virginia, local health departments are responsible for issuing, denying, renewing, revoking and suspending permits to operate food establishments. In addition, local health departments are required to conduct at least one annual inspection of each food establishment to ensure compliance with the requirements of the Food Regulations (12VAC5-421-10 et seq.). These regulations include requirements and standards for the safe preparation, handling, protection, and preservation of food; the sanitary maintenance and use of equipment and physical facilities; the safe and sanitary supply of water and disposal of waste and employee hygiene standards. Code Link- 35.1-14</p>	<p>X</p>
<p>Hotels/Motels: In accordance with § 35.1-13 of the Code of Virginia, local health department staff is responsible for issuing, denying, revoking and suspending permits to operate hotels. The local health department is responsible for conducting inspections of hotels to ensure compliance with the Hotel Regulations (12VAC5-431-10 et seq.). These regulations include requirements and standards for physical plant sanitation; safe and sanitary housekeeping and maintenance practices; safe and sanitary water supply and sewage disposal and vector and pest control. Code Link-35.1-13</p>	<p>X</p>
<p>Wells: Pursuant to § 32.1-176.4, and the resulting authority provided by the Board, local health departments are responsible for issuing, denying and revoking construction permits and inspection statements for private wells. Local health departments are also responsible for inspecting private wells to ensure that their construction and location are in compliance with the Private Well Regulations. (12VAC5-630-10 et seq.) Code Link-32.1-176.4</p>	<p>X</p>
<p>Homes for adults: The local health department, at the request of the Department of Social Services (DSS), will inspect DSS-permitted homes for adults to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))</p>	<p>X</p>
<p>Juvenile Justice Institutions: Pursuant to § 35.1-23 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of juvenile justice institutions in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. Code Link-35.1-23</p>	<p>X</p>
<p>Jail inspections: Pursuant to § 53.1-68 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of correction facilities in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. Code Link-53.1-68</p>	<p>X</p>
<p>Daycare centers: At the request of DSS will inspect DSS-permitted daycare centers to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))</p>	<p>X</p>
<p>Radon Pursuant to § 32.1-229, local health department may assist VDH Central Office with Radon testing and analysis. Code Link-32.1-229.</p>	<p>X</p>
<p>Summer camps/ Campgrounds: Pursuant to §§ 35.1-16 and 35.1-17 of the Code of Virginia and the corresponding regulations, local health departments are responsible for issuing, denying, and revoking permits to operate summer camps and campgrounds. The local health department is responsible for conducting inspections of summer camps and campgrounds not less than annually to ensure that their construction, operation and maintenance are in compliance with the Regulations for Summer Camps (12VAC5-440-10 et seq.) and the Rules and Regulations Governing Campgrounds (12VAC5-450-10 et seq.). Code Links-35.1-16, 35.1-17</p>	<p>X</p>

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OTHER PUBLIC HEALTH SERVICES
BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS

The following services performed in accordance with the provisions of the Code of Virginia, the regulations of the Board of Health and/or the policies and procedures of the State Department of Health	
Pre-Admission Screenings (PAS) DMAS MOA Code Link- 32.1-330	X
Comprehensive Services Act Community Policy and Management Teams (CPMT) 2.2-5201-2.2-5211 Code Link- 2.2-5201 , 2.2-5211	X
Interagency Coordinating Council (Infants/Toddlers) Early Intervention Services Code Link- 2.2-5305 , 2.2-5306	X
Vital Records Code Link- 32.1-254 , 32.1-255 , 32.1-272	X
Immunizations for maternity and post-partum patients Code Link- 32.1-11 , 32.1-325 , 54.1-3408 .	X
AIDS Drug Assistance Program (ADAP) Code Link- 32.1-11 ,	X
Emergency Preparedness and Response Code Link- 32.1-42 , 32.1-43 et seq., 32.1-229 ,	X
HIV Counseling, Testing and Referral Code Link- 32.1-37.2	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served			
COMMUNICABLE DISEASE SERVICES	Income A only	Defined by Federal Regulations	All
Foreign Travel Immunizations			X
Other: PrEP, nPEP (Pre-exposure evaluation and prophylaxis/prescription to seronegative partners of HIV positive individuals to reduce risk of HIV transmission to negative partners; provide prescriptions for non-occupational post-exposure treatment for high risk for HIV exposures.			X (PreP, treatment of HCV infection)
Screening regional jail inmates for communicable disease and providing vaccine as indicated to consenting at-risk inmates.			X Regional jail screening provided for consenting individuals)
Treatment of Hepatitis C Infection			X
CHILD HEALTH SERVICES			
Disabled disability Waiver Screenings DMAS MOA Code Link- 32.1-330 Other:			
Other			
School-based preventive dental services (assessment, prophylaxis, sealants and fluoride varnish administration provided by licensed dental hygienist under remote supervision of dentist; referral to community based dentists; SDF application when remote supervising dentist signs off on use of SDF.			X
School-based immunization clinics including but not limited to influenza, Tdap, HPV vaccines.			X
School-based health promotion and education including but not limited to nutrition, physical activity, risk reduction behaviors related to but not limited to initiation of sexual activity, alcohol use, tobacco use and other drug use; encourage and facilitate physical activity, etc.			X
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Other:			

Diagnosis, treatment, and referral for gynecological problems Provision of intensive case management for high risk pregnant women and infants to age 2 in Baby Care (by RN assisted by outreach worker); provision of transportation to medical, WIC and other necessary appointments as a provider of last resort (by outreach worker primarily). Provides home safety instruction and supplies as available including but not limited to smoke detectors, pack and play (to reduce co-sleeping), electrical outlet covers, child transportation restraints (car seats), etc.			X
FAMILY PLANNING SERVICES	Income A only	Defined by Federal Regulations	All
Nutrition Education			X
Preventive Health Services			X
Pre-Conception Health Care			X
Other:			
MEDICAL SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All
Other			
Community Education			X
Diabetes and/or dyslipidemia screening, referral for treatment and counseling.			X
Screening: SBIRT (screening, brief intervention and referral to treatment) for alcohol and other substance use disorders.			X
Outreach			X
Pharmacy services-Alternate Drug Delivery Site for prescription medication pickup for TB treatment			X
Hypertension screening, referral and counseling			X

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served

SPECIALTY CLINIC SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All
Colposcopy clinic and related services; Colposcopy with or without biopsy (including but not limited to endometrial, cervical, vaginal, vulvar and endocervical) with or without the use of telemedicine technology linked to University of Virginia for any/all of the aforementioned evaluations; management of patients who have been referred for and/or undergone colposcopy			X
Telemedicine clinics for various specialty care, as needed; linkage to UVA.			X
Clinics for the treatment of HCV infection			X
DENTAL HEALTH SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All
Preventive Clinic Services - Children			X
Preventive Clinic Services - Adults			X
Community Education			X
Preventive dental services for pregnant women provided by dental hygienist under remote supervision of dentist.			X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(2.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

PUBLIC HEALTH ENVIRONMENTAL SERVICES PROVIDED
UNDER LOCAL ORDINANCE OR CONTRACT

Neither the <i>Code of Virginia</i> nor Regulations of the Board of Health requires the following services to be provided by the local health department	Place an X in this column if service is provided for locality	Local ordinance code cite	Provide a brief description of local ordinance requirements
Water supply sanitation-Inspection of Water Supplies. Code Link- 15.2-2144 on local regulation			
Other Environmental – identify services below			
Sub-division ordinance Article 2 Chapter 51	X	10-2009	HD staff will evaluate sites for subdivision approval for private sewage disposal systems and private wells in accordance with the local ordinance, and the regulations and policy of the Commonwealth of Virginia.

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(2.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

PUBLIC HEALTH SERVICES PROVIDED UNDER
LOCAL ORDINANCES OR CONTRACT WITH LOCAL GOVERNMENTS

OPTIONAL PUBLIC HEALTH MEDICAL SERVICES

For Each Service Provided, Check Block for Highest Income Level Served			
Neither the <i>Code of Virginia</i> nor Regulations of the Board of Health requires the following services to be provided by the local health department. (identify services below)	Income A only	Local ordinance code cite, or contract number	All



PROPOSAL FOR CENTRAL SERVICES COST ALLOCATION PLAN

County of Russell

PROJECT PROPOSAL

Robinson, Farmer, Cox Associates hereby submits a proposed plan of action to provide consultative assistance to the County of Russell in preparation of its annual Cost Allocation Plan. Said plan shall be based upon costs incurred by the County for the fiscal year ended June 30, 2021 or at the County's option for the fiscal years ending June 30, 2021 through 2023.

CONTEXT STATEMENT

The performance of Federal grants and/or contracts usually requires the expenditure of resources of various organizations of the County. Federal regulations permit the County to recover indirect costs that it has incurred in performing federally supported programs. An indirect cost is one that is incurred for the benefit of more than one program or objective and that cannot be readily or specifically identified with a particular program (e.g., overhead costs).

Based on the requirements of appropriate federal regulations and decisions of management, Robinson, Farmer, Cox Associates proposes to provide assistance to the County in preparing a cost allocation and reimbursement plan to include the following:

- o A Central Services Cost Allocation Plan detailing the cost of direct or indirect services provided by the County to any department or unit of the County that is performing Federal grants or contracts;
- o the most accurate and reasonable basis of indirect cost allocation based upon: the central service/beneficiary department relationships as they existed during the fiscal year, promulgated regulations and management's decisions;
- o aggregation of financial and other data from the County's records that are necessary to compute the allocations,
- o use of client data to compute allocations, and
- o assistance in preparing the necessary documents and forms required for submission to reviewing agencies.

TIME FRAME

Robinson, Farmer, Cox will provide assistance on a timely basis so that the County can submit the Cost Allocation Plan to appropriate State agencies for review and inclusion in that year's reimbursement plan.

EXPERIENCE

Robinson, Farmer, Cox Associates has been assisting Virginia localities in the preparation of Central Services Cost Allocation Plans for over thirty years. For the past several years Robinson, Farmer, Cox Associates has annually been engaged to assist over 60 Virginia jurisdictions in their Plan preparation.

COST

Robinson, Farmer, Cox Associates proposes to provide the above noted services in connection with the County's Central Services Cost Allocation Plan for costs incurred during the fiscal year ended June 30, 2021 for a fixed fee of \$4,825. Payment will be due and payable when the services outlined in this proposal are complete and accepted by the County.

As an alternative, Robinson, Farmer, Cox Associates proposes to provide the above noted services in connection with the County's Central Services Cost Allocation plans for costs incurred during the fiscal years 2021 through 2023 for the price of \$12,975, one-third of said fee shall be due and payable annually when the services outlined in this proposal are complete and accepted by the County.

Please check one option below:

- The County selects the one-year option.
- The County selects the three-year option with annual savings.

Respectfully submitted,

ROBINSON, FARMER, COX ASSOCIATES



Scott Wickham, CPA, CFE
Member
January 10, 2022

ACCEPTED:
For the County of Russell

BY: _____
 Authorizing Official Title Date

Appendix A - Revision #1

Date: 1/31/2022

Project Number: EN18-083-977 UPC: 113499 CFDA # 20.205 Locality: Russell Co. Dante Depot

Project Location ZIP+4: 24237-7192	Locality DUNS # 040157851	Locality Address (incl ZIP+4): 137 Highland Drive Lebanon, Virginia 24266-7169
Project Narrative		
Work Description:	Community of Dante restoration of Historic Railroad Depot	
From:	200' West of Depot	
To:	200' East of Depot	
Locality Project Manager Contact info:	Lonzo Lester (276) 889-8000	lonzo.lester@russellcountyva.us
Department Project Coordinator Contact Info:	Roger Musser (276) 696-3260	roger.musser@vdot.virginia.gov

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$22,864	\$0	\$213,854	\$236,718
Estimated VDOT Project Expenses	\$12,500	\$0	\$5,000	\$17,500
Estimated Total Project Costs	\$35,364	\$0	\$218,540	\$253,904


Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$35,364	Transportation Alternatives	20%	\$7,073	\$28,291	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total PE	\$35,364			\$7,073	\$28,291	\$15,791
Right of Way & Utilities						
Total RW						\$0
Construction	\$218,540	Transportation Alternatives	20%	\$43,708	\$174,832	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total CN	\$218,540			\$43,708	\$174,832	\$169,832
Total Estimated Cost	\$253,904			\$50,781	\$203,123	\$185,623

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$203,123
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$185,623

Project Financing					
Transportation Alternatives	Local Match				Aggregate Allocations
\$203,123	\$50,781				\$253,904

Program and Project Specific Funding Requirements	
<ul style="list-style-type: none"> This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Transportation Alternatives Program Guide. In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the LOCALITY shall complete Project scoping on or before 6/15/2021. This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$203,123 Any ineligible items identified throughout Project development will not be reimbursable. All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation. Eligible VDOT Project expenses will be recovered as follows: 80% will be deducted from the federal allocation and 20% will be deducted from reimbursement requests. The DEPARTMENT will conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act. The LOCALITY is responsible for implementing any environmental commitments from the environmental document. In addition, the LOCALITY is responsible for obtaining any water quality permits and conducting any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental document and studies will be provided to the LOCALITY and deducted from the Project funds. For Transportation Alternatives (TA) Projects, the LOCALITY shall maintain the Project or have it maintained in a manner satisfactory to the DEPARTMENT for its useful life and make ample provisions each year for such maintenance unless otherwise agreed to by the DEPARTMENT. Failure to do so, or the sale of a TA funded improvement prior to the expectations as identified in the TA Guide, may require repayment of federal funds. In accordance with CTB policy, the project must be under construction by 9/30/2022 or the federal Transportation Alternatives Program allocation may be subject to de-allocation. This Appendix A updates the estimate and funding and supersedes all previous versions signed by VDOT and the Locality. 	

This attachment is certified and made an official attachment to this document by the parties to this agreement.



 Authorized Locality Official and Date

 Lonzo Lester
 Typed or printed name of person signing

 Authorized VDOT Official and Date

 Typed or printed name of person signing



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

January 11, 2022

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

RE: Local Law Enforcement Block ("LOLE") Grant Program- FFY 19

Dear Lonzo Lester:

The Byrne Justice Assistance Grant Program (JAG) makes federal funds available to localities to help support their efforts to reduce crime and improve public safety. The Virginia Department of Criminal Justice Services has been designated to administer a portion of the JAG funds reserved for Virginia and to make those funds available to local units of government. I am pleased to advise you that we are awarding your locality **\$2492**, funded through federal grant **2019-MU-BX-0026**. Your DCJS grant award number will be determined once your eligibility application is submitted and approved. The project period for this program is **1/1/2022** through **6/30/2022**.

To indicate your acceptance of the award and conditions:

1. Sign the Statement of Grant Award/Acceptance ("SOGA") and return it electronically within the next **45 days** to grantsmgmt@dcjs.virginia.gov.
2. Localities wishing to accept the LOLE funds allocated for their jurisdiction will need to complete an "eligibility application" on DCJS's On-line Grant Management System ("OGMS") to ensure eligibility. The eligibility application process will be open until **February 28, 2022**. To receive funds, localities must complete the eligibility application process through the DCJS On-line Grants Management System ("OGMS") no later than **5:00 pm on February 28, 2022**. Please note that although OGMS uses the words "application" throughout the system, this is not an application but an eligibility process. This is a six (6) month grant and there will be no continuation.
3. Your agency will need to fill out all the requested information in the OGMS eligibility application to include the budget and brief budget narrative outlining how your agency will utilize the awarded federal funds (additional information on the LOLE grant program and how to complete the OGMS eligibility application is provided with this award package).

Lonzo Lester
January 11, 2022
Page Two

The General Special Conditions and the Reporting Requirements and Projected Due Dates, are now referred to as **Conditions and Requirements** and will be posted online at <https://www.dcjs.virginia.gov/grants/grant-requirements> within the next two weeks. Please review your Special Conditions carefully as they include specific requirements about how your grant funds must be managed. DCJS is mandated to comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. Therefore, you must maintain a valid Data Universal Numbering System (DUNS) number (a unique nine-digit number used for identifying and keeping track of entities receiving federal funds) and be registered in SAM to receive an award. For SAM registration assistance, please contact Lacey Payne at (804) 786-8003 or via email at Lacey.Payne@dcjs.virginia.gov.

If you have not previously done so, you must register in our new On-line Grants Management System (OGMS) at <https://ogms.dcjs.virginia.gov/> in order to manage this grant online. The instructions on *Registering for a New Account* are posted here <https://www.dcjs.virginia.gov/grants/ogms-training-resources> 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. If you have any questions regarding this award, please contact your Grant Monitor, **Nicole Phelps**, at **(804) 263-3388** or via email at **Nicole.Phelps@dcjs.virginia.gov**.

Sincerely,



Shannon Dion

Enclosures

STATEMENT OF GRANT AWARD (SOGA)

Virginia Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia

Local Law Enforcement Block ("LOLE") Grant Program- FFY 19

Subgrantee: Russell	
DCJS Grant Number: TBD	
Grant Start Date: 1/1/2022	Grant End Date: 6/30/2022
Federal Grant Number:	2019-MU-BX-0026
Federal Awardee:	BJA
Federal Catalog Number:	16.738
Project Description:	To strengthen Crime Control
Federal Start Date:	10/1/2018

Federal Funds:	\$2492		
State General Funds:			
State Special Funds:			
Local Match:	_____		
Total Budget:	\$2492	Indirect Cost Rate: _____%	*If applicable

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

***Please indicate your locality's DUNS # in the space provided.** As the duly authorized representative, the undersigned, having received the Statement of Grant Awards (SOGA) and Special Conditions attached thereto, hereby accepts this grant and agrees 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: _____

DUNS #: _____

Virginia Local Law Enforcement Grant Program FY 19

Introduction

The Virginia Department of Criminal Justice Services (“DCJS”) is pleased to announce the availability of funds through the Local Law Enforcement (“LOLE”) Grant Program. These funds are available under the Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant (“JAG”) Program. This program makes federal funds available to localities to help support their efforts to support public safety or crime prevention efforts. DCJS has been designated to administer a portion of the JAG funds reserved for Virginia and to make those funds available to local units of government. DCJS has designated this program the Local Law Enforcement, LOLE, Grant Program. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support and information systems for criminal justice, including for any one or more of the following areas: law enforcement programs; prosecution and court programs; prevention and education programs; corrections and community corrections programs; drug treatment and enforcement programs; and planning, evaluation and technology improvement programs.

Eligibility for LOLE Funds

The LOLE grant program is a formula based grant opportunity. Eligible localities have reported violent crime data at least three (3) years of the past ten (10) calendar years, to the Federal Bureau of Investigations Uniform Crime Report (URC) Part 1. If a locality has not reported at least three (3) years of UCR Part 1 violent crime data in the past ten calendar years, they are ineligible to receive an award. Localities wishing to accept the LOLE funds allocated for their jurisdiction will need to complete an “eligibility application” on DCJS’s Online Grant Management System (“OGMS”) to ensure eligibility.

Funding Focused Areas

- Law Enforcement to include- hiring, overtime, and equipment
- Prosecution and Courts
- Prevention and Education efforts
- Corrections and Community Corrections
- Drug Treatment
- Planning, Education and Technology Improvement

Prohibition on Use of Funds

Funds through this grant program are not to be used to purchase, lease, rent or acquire tanks or armored vehicles, fixed-wing aircraft, limousines, real estate, yachts, consultants, or any vehicle not used primarily for law enforcement. In addition, federal funds cannot be used to supplant State or local funds, but instead to increase the amount of funds that would be available otherwise from State and local sources. Grant funds may not be used for: weapons, ammunition, and related equipment normally and routinely provided by the locality; standard clothing and uniforms normally and routinely provided by the locality; construction or renovation; land acquisition, lobbying and political contributions; honoraria; bonuses; personal entertainment such as tickets to sporting events; personal calls; alcohol; or vehicles normally and routinely provided by the locality to others in the same roles. Grant funds cannot be used for refreshment breaks or meals at training events, meetings or conferences.

Match Requirement

There is no match requirement for this program.

Funding Period

The eligibility/ application process will be open until February 28, 2022. This should give localities ample time to assess their needs for funding. This grant is a six (6) month grant program with the grant period being January 1, 2022 to June 30, 2022. There will be no continuation of the grant for this program.

Grant Funds

- This is a reimbursement grant program.
- Grant funds cannot be used to supplant state or local funds that would otherwise be available for the same purposes.
- **Reimbursement will be based on paid invoices for approved expenditures or through requested advance drawdowns with expected expenditures.**
- Changes to the grant budget after award must be approved by DCJS prior to expending funds based on the changes.
- Transactions occurring outside of the grant period will not be eligible for reimbursement.

Forms and Instructions

To receive funds, localities must complete the eligibility process through the DCJS On-line Grants Management System (OGMS) no later than 5:00 p.m. on February 28, 2022. Please note that although OGMS uses the words “application” throughout the system, this is not an application but an eligibility process.

To complete the process, you must register in OGMS and, once approved, choose “**Local Law Enforcement, (“LOLE”) Grant Program- FY 19**” from the list on the left panel under Funding Opportunities.

General Information: You will need to select “**Create a New Application**”. The OGMS Application Creation Wizard will assist you in completing the application’s General Information form. Step 1 of the Wizard requires an application title and primary contact.

The application title should include the locality’s name and fiscal year of the grant program (e.g. ABC Police Department LOLE FY19).

The primary contact is the individual in your agency who will be designated as the primary person responsible for the eligibility process from your locality. The individual will receive automated email notifications when attention is needed on the forms. You will be able to add other persons to give them access to edit the forms or associate them later after the fiscal year has begun.

Once the information has been entered, click “Save Form” to enter Step 2. Under this step, an Application ID will be assigned and the Program Area, Funding Opportunity, Application Stage, and Application Status will be auto populated. Select the locality for who you will be submitting these forms. Click “Save Form Information” to start Step 3.

Under “Additional Applicants,” select any additional contacts within the locality that will also manage funding and work on the forms. This may include the Police Chief and Finance Officer. Once you click “Save Form Information” on Step 3, you will have completed the General Information component of the eligibility process.

After General Information has been finished, you have the ability to complete the forms in any order or save to return at another time.

Face Sheet: (everything in RED on the application form is required)

- *Congressional District:* Select the Congressional District(s) that will benefit from the funding. To select more than one, hold down the Ctrl key.
- *Jurisdiction(s) Served:* Select all jurisdiction(s) served.
- *Certified Crime Prevention Community:* Click the hyperlink on the form to see if your locality is certified. Answer “Yes” or “No”
- *Type of Application:* For this funding opportunity, you will choose “New.”
- *Community Setting:* Check the box(s) that best describes the locality.
- *Brief Project Overview:* Provide a short description of what the funds will be used for, for example, SWAT vests, Body Worn Camera mounts, etc.
- *Project Director:* List the person who will have the day-to-day responsibility for managing the project, and provide all required contact information.
- *Project Administrator:* Name and contact information for the County Administrator or City Manager (Administrative and Fiscal Agent) who has the authority to formally commit the organization/locality to complying with all the terms of the grant application, including the provision of the required match, if applicable.
- *Finance Officer:* List the person who will be responsible for the fiscal management of the funds and provide all required contact information.

LOLE Budget: Click “Edit Grid” and enter the amount allocated to the locality under the Budget Category your locality plans to use the funds, for example, you would choose Law Enforcement, Prosecution/ Courts, Prevention/Education and so on. Your localities award amount would be located in the award letter that went out to your locality.

- Depending on which Budget Category your locality chooses to have LOLE funds support, you will then need to fill out the required information for each category.
- For Example, if your locality is going to use LOLE funds for **Law Enforcement**, you will need to fill out the Law Enforcement Category, you should answer, “Yes” when asked, “Are Law Enforcement funds being requested?”. Law Enforcement funds can be used for Hiring, Overtime, or Equipment. You will need to complete the appropriate area that the funding will be utilized. It is **required** that a brief narrative is completed for any section that you are utilizing funds.
- Each budget category has their own form that will need to be completed if you are requested funds from that category. If you are not requesting funds from a certain category, you can select “No” when asked if funds are being selected in a particular category.

General Conditions and Assurances: This section is **required** under this grant program and must be completed by the Project Administrator. The Project Administrator, or the individual who has been delegated or designated as the signing authority, must certify that the grant funds gives assurances and certifies that the grant will follow federal conditions.

Lobbying Disbarment: This section is **required** under this grant program and must be completed by the Project Administrator. The Project Administrator, or the individual who has been delegated or designated as the signing authority, must certify that the grantee will be in compliance with the certification requirements under 28 CFR Part 69, “New Restrictions on Lobbying” and 28 CFR Part 67, “Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-free Workplace”.

Non-Supplantation: This section is **required** under this grant program and must be completed by the Project Administrator. The Project Administrator, or the individual who has been delegated or designated as the signing authority, must certify that the grant funds requested under this grant program will be used to supplement existing funds and will not replace (supplant) funds appropriated for the same purposes.

Authority Certification: This section is **required** under this grant program and must be completed by the Project Administrator. If the person completing the application is not the Project Administrator, as previously defined, information regarding the signing authority, or the delegation of such authority, should be uploaded in the Attachments section of the application.

Attachments: There are not required attachments for the LOLE grant program. Select “No”, attachments are not required. You will need to upload an attachment if the person completing the application is not the Project Administrator, information regarding the signing authority, or the delegation of such authority, should be uploaded.

Submitting Forms

To receive funds, localities must complete the eligibility/application process through the DCJS Online Grants Management System (OGMS) no later than 5:00 p.m. February 28, 2022. Each form must be marked as complete before you can submit. If you receive an alert, you will need to review the form for any missing required information.

Technical Assistance

Please contact the following DCJS staff for questions regarding your Local Law Enforcement, “LOLE”, Grant program:

- Nicole Phelps: email nicole.phelps@dcjs.virginia.gov or telephone 804.786.1577 or
- Tracy Matthews: email tracy.matthews@dcjs.virginai.gov or telephone 804.371.0635

For assistance with the OGMS system, email ogmssupport@dcjs.virginia.gov and include the program area in the subject line. This should be used for general system questions and not form-specific inquiries.

For additional resources, refer to the Website Links under the Funding Opportunity.



Corporate Office: 3475 Ashley Road, Montgomery, AL 36108
South Carolina Office: 115 Belvedere Circle, West Columbia, SC 29172
Phone: 334.264.3265; Fax 334.269.6990

January 26, 2022

Russell County Virginia Board of Supervisors
P.O. Box 1208
Lebanon, VA 24266
Phone : 276-415-9102
E mail: brian.ferguson@russellcountyva.us

Re: Proposed Auction

We want to thank you for allowing J.M. Wood Auction Company, Inc. the opportunity of submitting a proposal on the auction of your surplus equipment. Since 1973, J.M. Wood Auction Co. Inc. has conducted thousands of public auctions and sold billions of dollars of heavy machinery and trucks to buyers across the world. We believe our marketing methods along with our extensive global reach to buyers are necessary for you to achieve the true global market value of your assets.

- ❖ **Auction Location and Date:** The proposed auction will be March 15 - 19, 2022 at our one-hundred-acre permanent auction facility in Montgomery, Alabama.
- ❖ **Traditional Auction Marketing:** J.M. Wood Auction will promote and feature your equipment in our full color auction magazine. A personalized mailing list will be selected from our database of over 100,000 domestic and international buyers. We will select potential buyers to market to by targeting recent buying patterns, trending industries, and regional activity. Your auction will be promoted in numerous industry specific trade magazines as well as in over (300) newspapers reaching a broad range of potential buyers.
- ❖ **Online Auction Marketing:** Our team will go to work immediately posting your inventory with multiple photos and inspections on JMWood.com. Our website is an essential tool in reaching thousands of buyers who visit our site daily. Your inventory will also be posted on numerous worldwide industry related sites in front of millions of buyers searching for equipment for their operations in countries across the globe. Your equipment will also be featured in J.M. Wood Auction's award-winning social media marketing campaign consisting of outlets such as Face book, Twitter, YouTube and more. Both Facebook and Constant Contact have recognized J.M. Wood Auction as one of their annual top performing marketing companies.
- ❖ **Auction Delivery, Pre-Auction Services and Set Up:** We encourage you to schedule delivery of your equipment to the auction facility as soon as possible. This allows adequate time for pre-auction services such as detailed inspection reports, photography, video, clean-up, and repairs. J.M. Wood Auction will provide the seller with a detailed report on any

repairs and clean-up deemed necessary to make the equipment bring the maximum dollar. No repairs will be made without prior consent from seller. J.M Wood Auction will coordinate an on-site detailed clean-up service on the equipment listed on the sellers (Exhibit "A"). J.M. Wood Auction will have representatives aggressively marketing your equipment and answering questions from prospective buyers prior to the auction.

- ❖ **Auction Day:** With over 40 years in the auction business, it is in our blood. We live for auction day, and it is exciting! When you arrive at one of our world class drive through auction facilities you will find a team of professionals that know and love their job. A detailed auction catalog with lot numbers will be presented to all the pre-approved buyers on hand. The equipment will be paraded past the auction theatre full of attendees and broadcast live on the internet as well. We will furnish all personnel to conduct the auction, collect proceeds, and assist in load-out.
- ❖ **Online Auction Bidding:** JMWoodLive.com is our exclusive proprietary online bidding service. Since its inception, we have registered tens of thousands of pre-approved national and international buyers. Multiple photos of the exterior, interior and components of every item will be posted for online buyers. In addition, we provide detailed inspection services on any equipment the prospective buyer may need.
- ❖ **Buyer Services:** Prior to the auction, J.M. Wood Auction provides the buyer with detailed inspection services, financing options and logistical estimates. After the auction, we will coordinate logistics as well as dismantle and containerize equipment headed to the port.
- ❖ **Post Auction and Payment Terms:** J.M. Wood Auction will furnish a computerized statement of each item sold. We will issue seller a check for full settlement within 10 banking days after the date of auction. Any service fees incurred such as clean-up, repairs, and transportation will be deducted from seller's final net proceeds.
- ❖ **Liens and Encumbrances:** Auctioneer acts as Sellers's agent. Seller guarantees that he/she is the sole owner of items being sold and states that items are free of all mortgage's liens and encumbrances. Seller agrees to disclose all specific liens, blanket liens, mortgages, taxes, encumbrances or claims of any sort and states he is not connected to claim by Bankrupt Court or IRS. In the event, such claim should exist Seller agrees to pay all legal expense incurred by Auctioneer to protect and defend clear title. Seller hereby authorizes J.M. Wood Auction Co., Inc (hereby known as Auctioneer) at the absolute discretion of Auctioneer to carry out title searches in respect of the equipment at the expense of Seller, but in no case, shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search.

Proposal Options:

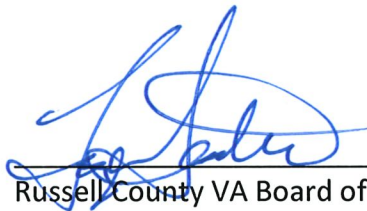
- ❖ ***(Financial Guarantee)***

- J.M. Wood Auction gives a GROSS financial guarantee of **\$150,000.00** for the 2020 Mack GR64F T/A Roll Off Truck as per the specifications and conditions listed on the attached (Exhibit "A"). A commission rate of **7% Absolute** will be charged to gross sales.

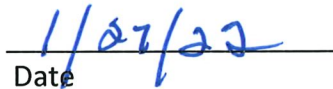
This Equipment needs to be on our yard no later than March 8, 2022.

We would like to thank you for allowing J.M. Wood Auction Company, Inc. to present this proposal to you and we look forward to conducting your auction.

“We Turn Equipment into Cash”



Russell County VA Board of Supervisors



Date

Curt Brown, Territory Manager
J.M. Wood Auction Co., Inc.

Date

John D. Gray, Vice President
J.M. Wood Auction Co., Inc.
Kentucky Auctioneer's License # RP2876
Alabama Auctioneer's License # 1791

Date

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"Exhibit A
 Russell County Virginia
 137 Highland Dr
 Lebanon, VA 24266
 Phone: 270-343-2112
 E mail: brian.ferguson@russellcountyva.us
 March 15 - 19, 2022 Auction in Montgomery, AL
 Due Date: January 26, 2022



	CATEGORY	YEAR	MAKE	MODEL	S/N	DESCRIPTION	HRS/MILES	CONDITION	REPAIRS REQUIRED
	Roll Off Trucks	2020	Mack	GR64F	1M2GR3GCXLM019119	T/A, 415 HP Mack MP8 engine, Mack mDrive trans, 44K rears, 18K front, PS, AC, 60,000# Galbreath Hoist, Pioneer Tarp System, tool box, full fenders, 315/80R22.5 front tires, 11R22.5 rear tires, disc wheels	58,500	GOOD	clean-up

Customer Initial

*** Must meet terms and
 conditions listed on
 Legal of this document.**

JMW Initial

***subject to legal terms that are attached.**



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

1/24/2024

Quote ID#1901HD

Russell County
137 Highland Drive
Lebanon, VA 24266

Dear Russell County,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. One (1) New/Unused (2022 MACK Granite 64FR, MP8-415C Engine, MACK TMD12AFO-HD mDrive Transmission with Galbreath 60,000# Roll Off Hoist via Carolina Environmental Systems) and provided by Mr. Arnold Day with Mack, each for:

	MSRP	Contract Price
Chassis and Option	\$226,779.00	\$173,684.00
Total		\$173,684.00

This vehicle(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez
HD Contract Manager
HD@NationalAutoFleetGroup.com
Office (855) 289-6572
Fax (831) 480-8497



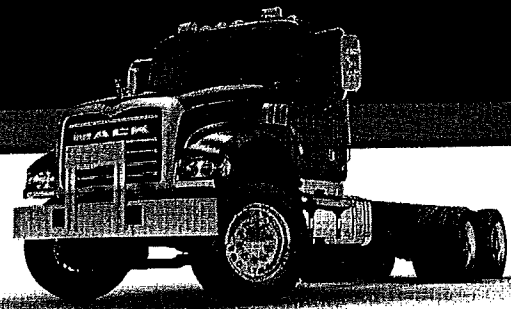
Carolina Environmental Systems, Inc.

*306 Pineview Drive, Kernersville, NC 27284
2701 White Horse Road, Greenville, SC 29611
500 Lee Industrial Blvd, Austell, Ga 30168
Phone: 800-239-7796
336-869-9900*

HOIST QUOTE

Hoist Specs

New Galbreath 60,000 lbs. reeving type outside rail
Model – U5-OR-174, 22" long
48 degree dump angle
Front – automatic nose roller container lock, rear ratchet straps
Main frame – 10"x4"x1/2" A500 tubing
Cylinders: Lift 6"x4.5" rod x 72", Reeving 7"x3" rod x 80"
Low pressure hydraulics – 1850 PSI
50 gallon oil tank with filter
Inside air controls, outside levers
Hoist up – in cab – light
Automatic rear folding ICC bumper, back up alarm
Rear light bar with 4" recessed bulbs, 4-red LED, 2-clear regular, LED side markers
Mid body turn signals – LED
Steel tool box – 48" x 20" x 16"
Tandem steel fenders
Work lights on tarp gantry
Rear Window Screen
Mud flaps
Hucks bolts used on mounting at CES facility
RP4500SARG Pioneer rack and pinion tarp system with integrated valve
Galbreath warranty – 1 year excluding cable, 2 year hydraulic
High gloss black paint

MAEK

TECHNICAL SPECIFICATION

GRANITE 64FR

APPLICATION PACKAGES		DESCRIPTION
	GRANITE AF CONFIG. PKG.	PK7 1745: CTO; RH BB, 25L DEF, LH SINGLE SLEEVED FUEL TANK, INBOARD AIR

CUSTOMER/VEHICLE INFO		DESCRIPTION
S	CHASSIS (BASE MODEL)	GRANITE 64FR
S	ASSEMBLY PLANT	Made in Macungie, PA USA
	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND
S	TYPE OF SERVICE	COMMERCIAL
S	WARRANTY REGISTRATION LOCATION	US - WARRANTY REGISTRATION LOCATION
S	INITIAL REGISTRATION LOCATION	ALL 50 STATES, CARB ENGINE EMISSION (US17 / US21 / ZERO EMISSION)
S	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH
S	ROAD CONDITION	WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE
	VEHICLE USE & BODY/TRAILER TYPE	ROLL-OFF TRUCK
	TRAILER TYPE	WITHOUT TRAILER TYPE
S	GROSS COMBINATION WEIGHT (CA In PC29 only)	TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED
S	BRAKE REGULATION	BRAKE REGULATION, STOPPING DISTANCE 94M (310FT)
S	TOPOGRAPHY	GRADES <6% GREATER THAN 98% OF DRIVING DISTANCE MAX GRADE 16%
S	AMBIENT TEMP UPPER LIMIT (GTA)	AMBIENT TEMPERATURE HOT, WARMER THAN 104°F (40°C) ALLOWED UP TO 25 HOURS PER YEAR
S	TERRAIN GRADE	ON-OFF HIGHWAY, STARTING GRADES<18%
	LOADING SURFACE	GRAVEL LOADING AND / OR UNLOADING SURFACE
	VEHICLE VOCATION	REFUSE / NON LANDFILL OPERATION

ENGINE/TRANSMISSIONS		DESCRIPTION
	ENGINE PACKAGE, COMBUSTION	MP8-415C MACK 415HP @ 1400-1700 RPM (PEAK) 1950 RPM (GOV) 1660 LB-FT, US'21
S	GHG APPLICATION, VEHICLE	GREEN HOUSE GAS VOCATIONAL APPLICATION
	TRANSMISSION	MACK TMD12AFO-HD mDRIVE HD 12 SP-(OVERDRIVE)
S	GEARBOX 12TH GEAR LOCK-OUT	WITHOUT 12TH GEARBOX GEAR LOCK-OUT

TECHNICAL SPECIFICATION (cont.)



EXHAUST/EMISSIONS	DESCRIPTION
S CARB 2008 IDLE REGULATION	IDLE EMISSION CERTIFICATION, CARB (WITH DECAL LOCATED ON LOWER LH CORNER / DRIVER DOOR)
S DPF DIESEL PARTICULATE FILTER	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21
S CHASSIS MOUNTED EMISSIONS FINISH	W/O DEF COVER & PAINTED DPF COVER
S DEF TANK	6.6 GALLON (25 L) 22" LEFT SIDE FUEL TANK MTD
EXHAUST	SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END
EXHAUST STACK HEIGHT	9'6" FROM GROUND
EXHAUST SYSTEM MATERIAL FINISH	SINGLE, BRIGHT FINISH HEAT SHIELD, STACK AND SCR COVER (IF EQUIPPED)
EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2021

ENGINE EQUIPMENT	DESCRIPTION
AIR CLEANER	UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR INTAKE FROM BOTH SIDES OF HOOD&DASH MTD AIR RESTRICTION IND
S BUG SCREEN	BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WINTER FRONT COVER
S AIR COMPRESSOR/DRYER	WABCO AIR DR SS-HP AIR DRYER W/ WABCO 318 (18.7 CFM) AIR COMPRESSOR
S AIR DRYER POSITION (CA)	AIR DRYER POSITION STANDARD
S ALTERNATOR	DELCO 12V 130A (24SI) BRUSH-TYPE
S BATTERIES	(3) MACK 12V 650/1950 CCA THREADED STUD TYPE
BATTERY BOX - MOUNTING	RH RAIL BEHIND SCR
BATTERY BOX COVER	POLISHED ALUMINUM
BATTERY DISCONNECT SWITCH	FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE
S STARTER MOTOR	12 VOLT DELCO 39MT-MXT
ENGINE BRAKE	MACK MP8 POWERLEASH
S ENGINE BRAKE LIGHTING (CA)	VEHICLE AND TRAILER (IF APPLICABLE) STOP LAMPS ACTIVATE UPON SERVICE BRAKE APPLICATION ONLY(3899000)
S FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE
S COOLANT PROTECTION	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PINK) TO -34DEG W/ FILTER
RADIATOR TYPE	RADIATOR, CORE AREA W/O FEPTO 1345sq In (86sq dm), CORE AREA W/ FEPTO 1296sq In (83sq dm)
S HOSES - RADIATOR/HEATER	MACK EPDM RADIATOR & HEATER HOSES
S FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE W/ HOT RECIRCULATION (INTEGRAL W/ PRIMARY FUEL FILTER)
S PRIMARY FUEL FILTER POSITION (CA)	STANDARD FUEL FILTER POSITION
ENGINE HEATERS	GRID HEATER + 120v 1500w BLOCK HEATER ONLY (120V-15A PLUG)
S OIL PAN	OIL PAN
TETHER DEV PKG, CAPS & COVERS	CAP RETAINER FOR OIL FILL & RADIATOR OVERFLOW TANK, BATTERY BOX, AND TOOL BOX (IF FURNISHED)
S ENGINE STOP, EMERGENCY (CA In PC29 only)	WITHOUT ENGINE STOP, EMERGENCY

CLUTCH/TRANS EQUIPMENT	DESCRIPTION
S GEAR SHIFTER	MACK mDRIVE-PREMIUM SHIFTER
S CLUTCH	ZF/SAGHS SINGLE PLATE 17" (430MM) ORGANIC MATERIAL
S CLUTCH ACTUATION SYSTEM & PEDAL PAD	WITHOUT CLUTCH CABLE SYSTEM
DRIVELINE - MAIN	MERITOR RPL25HD W/PERMALUBE U JOINTS (PROPS-L)
DRIVELINE - INTERAXLE	MERITOR RPL20 W/PERMALUBE
PROPELLR SHAFT MAIN, UNVSL JNT	UNIVERSAL JOINT HALF-ROUND TYPE
S PROP SHAFT INTERAXL UNIV JOINT	HALF-ROUND UNIVERSAL JOINT
S TRANSMISSION OUTPUT TORQUE	TRANSMISSION OUTPUT TORQUE BASIC

TECHNICAL SPECIFICATION (cont.)



CLUTCH/TRANS EQUIPMENT		DESCRIPTION
S	BELL HOUSING	ALUMINUM
S	LUBRICANTS, TRANSMISSION	75W - 90 (SYNTHETIC LUBRICANT)
S	TRANSMISSION OIL COOLER	MACK mDRIVE TRANSMISSION OIL COOLER MOUNTED LH SIDE OIL TO WATER COOLER
	HILL START ASSIST	GRADE GRIPPER

FRONT AXLE EQUIPMENT		DESCRIPTION
S	FRONT AXLE	18000# (8200 KG) MACK FXL18 (WIDE PIVOT CENTER) STRAIGHT SPINDLE/UNITIZED BEARINGS
S	SPRINGS - FRONT	MACK TAPERLEAF 18000# (8200 KG) GROUND LOAD RATING, EQUAL BIAS
	FRONT AXLE BRAKES	BENDIX NEXT GENERATION DRUM BRAKE, HEAVY DUTY 16.5 X 6 (9.65mm thick)
S	BRAKE, FRONT	CAST IRON
	FRONT BRAKE ADJ. MANUFACTURE	MERITOR - AUTOMATIC
S	FRONT BRAKE CHAMBER MFG.	FRONT BRAKE CHAMBER MANUFACTURER, MGM
S	HUB MATERIAL, FRONT	FERROUS
S	SHOCK ABSORBER, FRONT	DOUBLE ACTING TYPE
S	STEERING	SHEPPARD SD110
S	LUBRICANTS, FRONT AXLE	PETROLEUM/SYNTHETIC (60/50) OIL FRONT AXLE

REAR AXLE EQUIPMENT		DESCRIPTION
	REAR AXLES - TANDEM	44000# (20000kg) MACK S440 FABRICATED STEEL HOUSING
S	REAR AXLE CASING WIDTH	W/O WIDE TRACK AXLE
S	CARRIER - REAR AXLE	CRDP150/151 AVAILABLE WITH OPTIONAL DRIVER CONTROLLED INTERWHEEL DIFFERENTIAL LOCKS, SEE 254 SYMBOL
	REAR AXLE RATIO	4.19 RATIO
	REAR SUSPENSION - TANDEM	SS440 MACK MULTILEAF (CAMELBACK) 44000# - EXTRA THICK SPRING THICKNESS
S	REAR SUSP. BEAM BUSHINGS	BRONZE
S	BOGIE SPREAD, REAR	50" AXLE SPACING (BOGIE WHEELBASE)
S	REAR SPRING INSULATOR MATL	RUBBER SHOCK INSULATORS
S	TRANSVERSE TORQUE RODS, R SUSP	TRANSVERSE TORQUE ROD (REAR AXLE ONLY)
	BRAKES - REAR	BENDIX NEXT GENERATION DRUM BRAKE, HEAVY DUTY 16.5 X 7 (9.65mm thick) (Total for QTY = 2)
S	BRAKE, DRIVE, REAR	CAST IRON
	REAR BRAKE ADJ. MANUFACTURE	MERITOR - AUTOMATIC (Total for QTY = 2)
	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 30/30 TYPE
S	REAR BRAKE CHAMBER	MGM TR3030LP3THD BRAKE CHAMBERS (Total for QTY = 2)
S	HUB MATERIAL, DRIVE	IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT
S	POWER DIVIDER LOCKOUT	POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT
S	LUBRICANTS, REAR AXLE(S)	FACTORY OPTION LUBE - REAR AXLE 80W-90
S	ANTILOCK BRAKE SYSTEM	BENDIX WITH TRACTION CONTROL 4S4M
S	BRAKE VALVE VERSION	BENDIX SWITCHES AND VALVES WHERE POSSIBLE

FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION
	WHEELBASE	273"
	AF (OVERHANG)	73"
	FRAME RAILS & LINERS	9.5 x 90 x 300mm - (0.37" x 3.54" x 11.81")W/ Partial Liner; RBM 3,580,000 LB-IN
S	FRONT FRAME EXT. (BOLTED ON)	6" BOLT ON FRAME EXTENSION

TECHNICAL SPECIFICATION (cont.)



FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION
S	FRONT FRAME LENGTH	FRONT FRAME LENGTH 725MM
	CROSSMEMBERS	BOG AND INTERMEDIATE CROSSMEMBERS, HD I-BEAM
	AUX CROSSM. IN REAR OVERHANG	STEEL SINGLE CHANNEL (1)
S	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER
	FRONT BUMPER	EXTENDED-SWEPT BACK-STEEL BRIGHT FINISH
	CAB GUARD, FRONT	PLATE TYPE BRIGHT FINISH
S	TOWING DEVICE, FRONT	HOOKS
S	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON LH TANK
	FUEL TANK - LH	111 GALLON (420 L) 22" ALUMINUM, SLEEVED D-SHAPED
S	FUEL TANK - RH	W/O RH FUEL TANK
S	FUEL FILLER NECK OPTIONS	WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP
	FUEL LINE OPTIONS, LIQUID	W/O FUEL LINE OPTION
S	CAB INSTEP VERSION	STANDARD 2 STEP CAB ACCESS

AIR/BRAKE		DESCRIPTION
	AIRTANK DRAIN VALVE	MANUAL DRAIN VALVES, WITH LANYARDS ON ALL TANKS
S	AIRTANK MATERIAL	STEEL AIR TANK PAINTED CHASSIS COLOR
	RELOCATE AIR RESERVOIRS	UNDER BATTERY BOX, REMAINING BETWEEN FRAME RAILS
S	PARKING BRAKE VALVE	SINGLE VALVE SYSTEM

ELECTRICAL		DESCRIPTION
S	ROOF & SIDE MARKER LIGHTS	(5) TRUCKLITE CHROME BULLET ROOF MARKER & STANDARD MARKER / DIRECTIONAL SIGNAL
S	DAYTIME RUNNING LIGHTS	W/OVERRIDE SWITCH, PARK BRAKE & ENGINE RUNNING ACTIVATED
S	DRL OVERRIDE SPEED THRESHOLD	DRL OVERRIDE SPEED THRESHOLD 8 KMPH (5 MPH)
S	TAIL LAMPS	INCANDESCENT TAIL LAMPS

PTO		DESCRIPTION
	PTO - REAR MOUNTED	PTO PUMP PROVISIONS FOR DIN 5462 W/DASH MTD SWITCH.
	HYDRAULIC PUMP	P1-101R PARKER PUMP/REAR OF MDRIVE TRANSMISSION
S	PTO TRANS NEUTRAL CONTRL CHECK	W/O NEUTRAL CONTROL
S	BODY BUILDER INTERFACE	BODY LINK III W/CAB PASS-THRU

SPECIALTY EQUIPMENT		DESCRIPTION
S	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM
S	DATA CAPTURE	WITHOUT DATA CAPTURE
S	CAMERA, SURVEILLANCE	WITHOUT CAMERA

CAB INTERIOR (A THRU G)		DESCRIPTION
S	GAUGES - UNIT OF MEASURE	U.S. UNITS (PREDOMINANT)
	GAUGE - PACKAGE, SECONDARY	2ND GA PKG W/ENG OIL TEMP, TRANS OIL TEMP, PYRO/AIR RESTRICT
	GAUGE - REAR AXLE OIL TEMP	REAR AXLE OIL TEMP GAUGE IN DID (DRIVER INFORMATION DISPLAY)
	AUXILIARY PNEUMATIC OUTLET CAB (CA In PC29 only)	AUX. IN CAB PNEUMATIC LINE CLEANOUT
S	AIR CONDITIONING/HEATER	BLEND AIR HVAC W/"ATC" TEMP REGULATION

TECHNICAL SPECIFICATION (cont.)

CAB INTERIOR (A THRU G)		DESCRIPTION
S	DOME LAMP, INTERIOR	(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED
S	DASH INDICATOR - LAMP BODY OUT OF POS	DASH MTD, INDICATOR BODY/HOIST UP "BODYBUILDER LAMP"
	FIRE EXTINGUISHER	5LB (ABC RATED) MOUNTED BETWEEN DRIVER SEAT BASE AND DOOR VALVE AIMED REARWARD
S	CARBON MONOXIDE DETECTION SYS	WITHOUT CARBON MONOXIDE DETECTION SYSTEM
S	FLOOR COVERING	POLYURETHANE FLOOR MAT WITHOUT REMOVABLE INSERTS

CAB INTERIOR (H THRU R)		DESCRIPTION
S	INSTMNT CLUSTER LANGUAGE	DEFAULT: ENGLISH, SPANISH, FRENCH
S	KEY TYPES FOR DOORS	ALL CHASSIS KEYED AT RANDOM
S	DOOR OPENING OPTIONS	W/O ELECTRONIC KEYLESS ENTRY
S	FORWARD OVERHEAD STORAGE	(2) STORAGE COMPARTMENTS AND NET RETAINERS W/CENTER MOUNTING FOR CB PROVISIONS
S	AUDIO ACCOMMODATION	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH
	ANTENNA - RADIO	48" ANTENNA RIGHT SIDE MIRROR MOUNTED
	ANTENNA - CB RADIO	48" ANTENNA LEFT SIDE MIRROR MOUNTED
S	POWER LEADS	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE
S	AUDIO SPEAKER LOCATION	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL
S	COM.RADIO PREP KIT (CB)	CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE
S	AUXILIARY REAR WINDOW	REAR WINDOW (FIXED TYPE)
S	REAR WALL STORAGE COMPARTMENT	STORAGE POUCH REAR
	REFLECTOR KIT	EMERGENCY REFLECTOR KIT MOUNTED PARALLEL & CENTERED AGAINST BOC

CAB INTERIOR (S THRU Z)		DESCRIPTION
	INTERIOR TRIM LEVELS	STANDARD PACKAGE, SIERRA TAN (Package 11B)
	SEAT - DRIVER'S	MACK-AIR, HIGH BACK, 4 CHAMBER AIR LUMBAR, BOLSTER, EXTENSION
	SEAT COVERING - DRIVER'S	DRIVER'S SEAT - SIERRA TAN VINYL / CLOTH MIX
	SEAT - PASSENGER'S	MACK-FIXED, HIGH BACK, W/STORAGE BOX
	SEAT COVERING - PASSENGER'S	PASSENGER'S SEAT - SIERRA TAN VINYL
	SEAT ARMREST	INBOARD MOUNTED ARM REST, DRIVER'S SEAT ONLY
S	SEAT BELT(S)	LAP & SHOULDER (BOTH SEATS) CAB MOUNTED SHOULDER BELT ADJUSTMENT (NOT AVAIL W/EXTENDED RIDER SEAT)
S	IGNITION TYPE	KEY TYPE
	STEERING WHEEL	2 SPOKE URETHANE GRIP, SATIN ALUMINUM SPOKES, WITH SWITCHES
S	WINDSHIELD TYPE	TWO PIECE WINDSHIELD
S	CAB GLASS	TINTED WINDSHIELD & SIDE WINDOWS & REAR WINDOW (IF EQUIPPED)
S	WASHER RESERVOIR POSITION	W/O WINDSHIELD WASHER OPTION
S	WINDSHIELD WIPERS	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE

CAB EXTERIOR		DESCRIPTION
	AIR INTAKE GRILL FINISH	BRIGHT AIR INTAKE WITH BLACK HOOD LATCHES
	GRILLE	BRIGHT FINISH BARS W/BRIGHT FINISH SURROUND GRILL MOUNTED
S	PASSENGER SIDE VISIBILITY OPTIONS	AUXILIARY WINDOW IN RH DOOR
	GRAB HANDLES	BF EXTERIOR CAB GRAB HANDLES, BLACK GRAB HANDLE RH INTERIOR WINDSHIELD POST
	HORN - AIR	(2) MACK RECTANGULAR SINGLE TRUMPET (ONE EACH SIDE OF CAB ROOF)
S	HORN - ELECTRICAL	SINGLE TONE

TECHNICAL SPECIFICATION (cont.)



CAB EXTERIOR	DESCRIPTION
MIRRORS - EXTERIOR	BULLDOG STYLIZED MIRRORS - LH & RH HEATED & MOTORIZED W/INTEGRAL CONVEX MIRROR
SUN VISOR - EXTERIOR	SUN VISOR, EXTERIOR, FIBERGLASS (PAINTED)

AERODYNAMIC DEVICES	DESCRIPTION
S CAB AERODYNAMIC PACKAGES	WITHOUT CAB AERODYNAMIC DEVICES
S FRONT CHASSIS AERODYNAMIC PACKAGE	WITHOUT FRONT AERODYNAMIC FAIRINGS

WHEELS & TIRES	DESCRIPTION
TIRES BRAND/TYPE - FRONT	315/80R22.5 L BRIDGESTONE M870 (20000 lbs) (Total for QTY = 2)
WHEELS - FRONT	22.5x9.00 ALCOA 89U64x CLEAN BUFFED ALUMINUM, 6.94" OFFSET, 10 HAND HOLE (Total for QTY = 2)
S TIRES BRAND/TYPE - REAR	11R22.5 G BRIDGESTONE M713 ECOPIA (23360 lbs) (DRIVE ONLY) (Total for QTY = 8)
S WHEELS - REAR	22.5x8.25 ACCURIDE ACCU-LITE WHITE POWDER COAT STEEL, 6.60" OFFSET, 5 HAND HOLE (Total for QTY = 8)
S DRIVE WHEEL STUDS	DRIVE WHEEL STUDS LONGER LENGTH
S TIRE INFLATION VALVE	STANDARD VALVE STEMS AND CAPS
S FRONT HUB/WHEEL TRIM	WITHOUT FRONT HUB/WHEEL TRIM
S REAR HUB/WHEEL TRIM	WITHOUT REAR HUB/WHEEL TRIM (Total for QTY = 2)
AUXILIARY HUB/WHEEL TRIM	WITHOUT AUXILIARY HUB/WHEEL TRIM
S WHEEL NUT & FINISH, FRONT	WHEEL NUT BASIC FINISH, FRONT
S WHEEL NUT FINISH, REAR (CA)	WHEEL NUT BASIC FINISH, REAR

COMMUNICATION SYSTEMS	DESCRIPTION
S CO-PILOT - DISPLAY FEATURES ACCESS LEVEL	CO-PILOT DISPLAY, DRIVER ACCESS LEVEL 1
S TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES

ENGINE ELECTRONICS	DESCRIPTION
S OIL PRESSURE, ENGINE SHUTDOWN	OIL PRESSURE, ENGINE SHUTDOWN
S COOLANT TEMP, ENGINE SHUTDOWN	COOLANT TEMP, ENGINE SHUTDOWN
S ENGINE PROTECTION SYSTEM	ENGINE PROTECTION (SHUTDOWN)
S ENGINE IDLE CONTROL	IDLE CONTROL, 650 RPM
S SMART IDLE ELEVATED IDLE RPM TIME	INCREASE 10 MINUTE MAXIMUM TIME
S IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED
S IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME
S IDLE S/D IF WARM-UP TEMP	38C DEG (100F) WARM UP TEMP DELAY
S IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY
S IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE
S IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT
S IDLE S/D OVERRIDE %ENGINE LOAD	IDLE SHUTDOWN OVERRIDE UPTO 20% ENGINE LOAD THRESHOLD
S AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)
S AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)
S EL HD THROTTLE, MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KM/H (10 MPH)
S EL HAND THROTTLE, MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM
S EL HAND THROTTLE, MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM
S EL HD THROTTLE, SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC

TECHNICAL SPECIFICATION (cont.)

TRANSMISSION ELECTRONICS		DESCRIPTION
	TRANSMISSION DRIVE MODE PACKAGES, mDRIVE	mDRIVE- ENHANCED CONSTRUCTION - ECON, PERF, & PERF+ DRIVE MODES, AUTO RETURN (premium)
S	TRANSMISSION KICK-DOWN MODE	MACKCELLERATOR ENABLE
S	TRANSMISSION ELECTRONICS PACKAGE	W/O ELEC TRANS PACKAGE OPTION (all non-Allison transmissions)
	TRANSM AUTO NEUTRAL ON P-BRAKE	mDRIVE TRANSMISSION PARK BRAKE AUTO NEUTRAL
S	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	W/O ALLISON FUELSENSE 2.0 PROGRAMMING

VEHICLE ELECTRONICS		DESCRIPTION
	ROAD SPEED LIMITER SETTING	110 KM/H ROAD SPEED LIMITER (68 MPH)
	PEDAL RSL SETTING	110 KM/H PEDAL ROAD SPEED LIMITER (68MPH)
S	CRUISE CONTROL	CRUISE CONTROL
S	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)
S	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)
S	CRUISE RESUME WITH CLUTCH	CRUISE RESUME WITH CLUTCH
S	ENG BRK ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED
S	PDLO ENGAGED VLS	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 8KM/H (5MPH)
S	DETECTION SPEED SENSR TMRNG	DETECTION OF SPEED SENSOR TAMPERING, ENABLE
S	ENG TORQUE LIMIT, SPEED SENSOR	ENG TORQUE LIMITED TO 80%, IF SPEED SENSOR TAMPER DETECTED
S	DRIVER ID FUNCTION	DRIVER ID FUNCTION, DISABLED
S	DR PERFORMANCE PARAMETERS	WITHOUT DRIVER PERFORMANCE PARAMETERS
S	ENGINE OVERSPEED, ALL COND, LOG	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM
S	ENGINE OVERSPEED, FUELED, LOG	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM
S	VEHICLE OVERSPEED, ALL COND, LOG	VEHICLE OVERSPEED, ALL COND, TIME LOG IF ABOVE 75MPH (121KM/H)
S	VEHICLE OVERSPEED, FUELED, LOG	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KM/H)
S	ENGINE IDLE DELAY TO LOG	ENGINE IDLE DELAY TO START LOG, 2 MIN
S	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH

PTO ELECTRONICS		DESCRIPTION
	TRANS PTO1 SPLITTER RANGE	PTO1 FOR SPLITTER RANGE - LOW
S	TRANS PTO2 SPLITTER RANGE	PTO2 FOR SPLITTER RANGE - KEYPAD REMOTE CONTROLLED
	PTO 1ST, SINGLE SPEED CONTROL	PTO 1ST, SINGLE SPEED CONTROL
	PTO1 SINGLE SPEED CONTROL RPM	PTO 1ST, SINGLE SPEED SETTING, 1200 RPM
S	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC
S	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM
S	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KM/H (60 MPH)
S	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM
S	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM
S	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC
S	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM
S	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KM/H (60 MPH)
S	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM

TECHNICAL SPECIFICATION (cont.)

PAINT		DESCRIPTION
S	PAINT DESIGN	SINGLE COLOR
S	PAINT TYPE	SOLID PAINT
S	PAINT COLOR - FIRST COLOR	MACK WHITE; P9188
S	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR
S	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR
S	PAINT - CAB PAINT SYSTEM	PAINT - CAB URETHANE CLEAR COAT
S	CAB COLOR	SAME AS FIRST COLOR - CAB
S	HOOD COLOR	SAME AS FIRST COLOR - HOOD
	SUN VISOR COLOR	SAME AS FIRST COLOR - SUN VISOR
S	SLEEPER ROOF COLOR	WITHOUT SLEEPER ROOF COLOR
S	ROOF FAIRING COLOR	WITHOUT ROOF FAIRING
S	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE)
	BUMPER	W/O OPTIONAL BUMPER PAINT
S	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT
S	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR
S	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR

CALCULATED CODES - KAX		DESCRIPTION
S	PROPCALC SELECTION	YES, THE ORDER MUST BE CALCULATED

BASE WARRANTY & PURCHASED COVERAGES		DESCRIPTION
S	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION
S	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)
S	ENGINE WARRANTY	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM)
S	EMISSION COMPONENT COVERAGE	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)
S	TRANSMISSION WARRANTY	36 MONTHS: STANDARD mDRIVE HD TRANSMISSIONS HEAVY DUTY WARRANTY
S	CARRIER & AXLE HOUSING WARRANTY	STANDARD MACK HEAVY DUTY COVERAGE 60 MONTHS / 500,000 (804,672 KM)
S	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE
S	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES
S	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)
S	GUARDDOG CONNECT BUNDLE	24 MONTH - GUARDDOG CONNECT WITH MACK OTA (with ASIST and Mack OneCall)
S	PREPAID API	WITHOUT PREPAID API
S	PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION	W/O PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION COVERAGE

Z - TO BE DISCONTINUED - GOING OBSOLETE		DESCRIPTION
S	GHG STEER TIRE CATEGORY (PAWS) (CA)	LOW ROLLING RESISTANCE, BETTER FUEL ECONOMY
S	GHG DRIVE TIRE CATEGORY (PAWS) (CA)	ADVANCED LOW ROLLING RESISTANCE; BEST FUEL ECONOMY

AMLER PROGRAM SUBAWARD CONTRACT

**Virginia Department of Energy and
Russell County**

Contract Number: P091809

This AMLER Project subaward CONTRACT, made and entered into this 7th day of February, 2022, by and between the Commonwealth of Virginia, acting by and through the Virginia Department of Energy, Mined Land Repurposing (hereinafter called “**VIRGINIA ENERGY**”), and the Russell County (hereinafter called “**SUBRECIPIENT**”);

WITNESSETH:

WHEREAS, **VIRGINIA ENERGY** is the agency of the Commonwealth of Virginia delegated the duties and powers to implement and enforce the Virginia Coal Surface Mining Control and Reclamation Act of 1979, Va. Code §§ 45.1-226 et seq., and the regulations promulgated thereunder (herein “State Program”), as the same may be or become effective at any time or from time to time, as the Commonwealth’s permanent state regulatory program and abandoned mine land reclamation program approved pursuant to the federal Surface Mining Control and Reclamation Act of 1977, (herein referred to as “SMCRA”).

WHEREAS, as part of its State Program, **VIRGINIA ENERGY** has an approved abandoned mine land reclamation program (herein “**AML Program**”) as codified in Va. Code §§ 45.1-260 et seq. The AML Program requires **VIRGINIA ENERGY** to annually prepare and submit to the United States Secretary of Interior applications for funding, including the implementation of specific AML reclamation projects;

WHEREAS, consistent with the Consolidated Appropriations Act, 2018 (Public Law 115-141), the Department of the Interiors (**DOI**) Office of Surface Mining Reclamation and Enforcement (**OSMRE**) had made funding available for projects in the Abandoned Mine Land Reclamation Economic Development Pilot Program **2018 AMLER**. The **2018 AMLER** has provided the

Commonwealth of Virginia with a grant award of \$10 million to accelerate the remediation of AML sites with economic and community development end uses. This **2018 AMLER** is an opportunity for local communities and states to return impacted areas to productive reuse to achieve the economic and community development goals identified for the community and/or region.

WHEREAS, the **SUBRECIPIENT** has submitted a complete grant application (Application) (Attachment B.2) under the terms of the **2018 AMLER Program** (Attachment B.1) for Dante Community Redevelopment Project located in town of Dante in Russell County, Virginia. With the AML features and land adjacent to these AML features known to VIRGINIA ENERGY, the **SUBRECIPIENT** will create multi-use trails in and around the Dante community and ATV trails which link into the Spearhead Trails Mountain View Trail System. This work shall be hereinafter called the **PROJECT**.

WHEREAS, the Application has been reviewed by the AMLER Advisory Committee and submitted to OSMRE for vetting; and

WHEREAS, the OSMRE has determined that the applicant is approved for Subrecipient Status (Attachment B.4); and

WHEREAS, the OSMRE is satisfied with the concept of the Project and that it meets the intent of the AMLER program and has given the VIRGINIA ENERGY notice to move forward by the issuance of a Letter to Proceed with project development (Attachment B.3); and

WHEREAS, the SUBRECIPIENT has completed Project Development which included preparation of an Environmental Assessment, Scope of Work, and project plans (Attachments A.1, B.6, C); and

WHEREAS, the VIRGINIA ENERGY has reviewed the project plans and the Environmental Assessment has been submitted for OSMRE approval and a Finding of No Significant Impact (FONSI) and Authorization to Proceed (ATP) (Attachment A.2) have been obtained from OSMRE; and

WHEREAS, the **VIRGINIA ENERGY** and the **OSMRE** have determined that the **PROJECT** meets identified characteristics and terms established for AMLER; and

WHEREAS, AMLER Program projects such as this **PROJECT** are government-financed via a subaward from **VIRGINIA ENERGY** through its grant award from the **2018 AMLER Program** and the **VIRGINIA ENERGY** under the **OSMRE**'s approval has authority to reimburse the **Subrecipient** out of the AMLER Grant for funds expended on project costs. The **VIRGINIA ENERGY** and the **OSMRE** accepted and approved funding based upon the proposed project budget (Attachment B.5).

WHEREAS, the **SUBRECIPIENT** will comply with the Environmental Assessment (Attachment A.1), Scope of Work (Attachment B.6), budget (Attachment B.5), and detailed project plans (Attachment C) as required by the **VIRGINIA ENERGY** and the **OSMRE**.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter contained, the parties agree as follows:

I. OBLIGATIONS OF SUBRECIPIENT – SUBRECIPIENT shall:

1. Prepare and provide to **VIRGINIA ENERGY** a detailed construction plan for the **Project**, which corresponds with the approved Scope of Work.
2. Allow the **VIRGINIA ENERGY** to inspect, review and comment on the **Project** plan design and any future amendments, changes, or modifications. A copy of the final **Project** plan design approved by **VIRGINIA ENERGY** is attached as Attachment C, which this plan is incorporated herein and made a part thereof.
3. Strictly adhere to the **OSMRE** 2018 AMLER funding objectives contained in Attachment B.1 hereto and made a part hereof, the AMLER Subaward, and the obligations of the **SUBRECIPIENT** contained within this CONTRACT (herein “Award Conditions”).

4. Compliance with Federal Rules and Regulations: Funding for this CONTRACT is authorized through the Catalog of Federal Domestic Assistance (CFDA) #15.252. Expenditures made and services provided pursuant to this CONTRACT shall be in accordance with 2 CFR Part 225, “Cost Principles for State, Local, and Indian Tribal Governments” (OMB Circular A-87), and OMB Circular A-133, “Audits of States, Local Governments and Non-Profit Organizations.” Since the **SUBRECIPIENT** is a political subdivision of the Commonwealth of Virginia, it is governed by 48 CFR Part 31, Contract Cost Principles and Procedures. The **SUBRECIPIENT** also is governed by the administrative requirements of 10 CFR 600, Federal Financial Assistance Regulations. Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the **OSMRE** Award Administrator for guidance. It is the responsibility of the **SUBRECIPIENT** to identify such an inconsistency and bring it to the attention of **VIRGINIA ENERGY**. The **SUBRECIPIENT** shall adhere, and require adherence by all recipients, subrecipients, vendors and subcontractors performing work required by this CONTRACT, to the federal rules as noted.
5. Provide and pay all funds required to complete construction of the **PROJECT** site within the specified time period in accordance with the approved construction design, including but not limited to the costs of all permits, licenses, land acquisitions, and/or rights-of-way and easements pursuant to the Award Conditions.
6. Maintain on the **PROJECT** site all information required by 4 VAC 25-130-707.12 including a description of the **Project**, the exact location and boundaries of the **PROJECT** and that the **VIRGINIA ENERGY** administration of the **PROJECT** is being financed with federal funds through its **2018 AMLER Program Grant**.

7. Prior to commencement of construction at the **PROJECT** site, ensure that the Final Construction Design Plan and/or addenda, amendments thereto are in accordance with the **Award Conditions**. Any addenda or amendments to the Construction Design Plan and/or construction documents shall be approved in writing by **VIRGINIA ENERGY** and **OSMRE** prior to their execution, issuance and/or implementation.
8. Provide to **VIRGINIA ENERGY** copies of all documents and addenda the **SUBRECIPIENT** uses in contracting for the performance of construction work for the **PROJECT** if any.
9. Afford **VIRGINIA ENERGY** personnel notice of and opportunity to attend and participate in all pre-construction conferences, and other relevant meetings concerning the **PROJECT**, if any.
10. Provide free and reasonable access by **VIRGINIA ENERGY** and **OSMRE** personnel to the **PROJECT** site for the purpose of conducting weekly, or more frequent if necessary, inspections.
11. Upon completion of the work required by the Construction Plan, provide **VIRGINIA ENERGY** with a copy of “as built” drawings of the **PROJECT** and/or a certification of completion.
12. Designate a Project Director who shall be knowledgeable of and responsible for **PROJECT** activities and who shall act as the contact between **VIRGINIA ENERGY** and **SUBRECIPIENT**.
13. Provide **VIRGINIA ENERGY** with written monthly progress reports within fifteen (15) days following the end of each calendar month after this **CONTRACT** is fully executed. The report shall include all work accomplished, difficulties or delays encountered along with necessary remedial actions(s), and a schedule of future work.

14. Provide to **VIRGINIA ENERGY** written verification that all easements, licenses, and applicable federal, state, or local permits or clearances required for the performance of the work required to complete the **PROJECT** have been obtained prior to start of any work on the **PROJECT**.
15. Provide professional supervision of all construction work performed at the **PROJECT** site to ensure that the completed work conforms to the approved Final Construction Plan.
16. Certify and acknowledge that the **PROJECT** boundaries and limits are as delineated on Attachment A.3, and that no work outside said boundaries and limits shall be eligible through the **AMLER AWARD** or covered under the terms of this **CONTRACT**.
17. Provide proof to **VIRGINIA ENERGY** that the **SUBRECIPIENT** shall require its contractors to maintain in full force and effect during the terms of this **CONTRACT** a public liability insurance policy:
 - (a) Worker's Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements and the *Code of Virginia* during the course of the **CONTRACT** shall be in noncompliance with the contract.
 - (b) Employers Liability - \$100,000.
 - (c) Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured

to the policy by an endorsement. *Coverage shall not exclude claims resulting from explosion, collapse or underground damage.*

(d) Automobile Liability - \$1,000,000 combined single limit (required only if a motor vehicle not owned by the Commonwealth is to be used in the CONTRACT).

SUBRECIPIENT must assure that the required coverage is maintained by the **SUBRECIPIENT** (or third party of such motor vehicle).

18. The **SUBRECIPIENT** shall indemnify, defend and hold harmless **VIRGINIA ENERGY / Commonwealth of Virginia**, its agents, officers, employees, and designated representatives from any claims, damages, suits, actions, liabilities and costs of any nature or kind, whether at law or in equity, arising from or caused by performance by the **SUBRECIPIENT** or its agents, whether for design or construction of the **PROJECT**, or from the use of any materials, goods, or equipment of any kind or nature or any service of any kind, provided that such liability is not attributable to the sole negligence of the **VIRGINIA ENERGY**. Nothing contained herein shall be deemed an expressed or implied waiver of the sovereign immunity of **VIRGINIA ENERGY /Commonwealth of Virginia**.
19. Neither the **SUBRECIPIENT**, its officers, agents, employees, assignees, whether for design or construction of the **PROJECT**, shall be deemed employees of the **Commonwealth of Virginia** or of **VIRGINIA ENERGY** by virtue of the **PROJECT**, the location of the **PROJECT**, or the **2018 AMLER** Award.
20. Upon completion of any audit of the **PROJECT** conducted under OMB Circular A-128, promptly provide the **VIRGINIA ENERGY** with a copy of any and all such audit reports.
21. The **SUBRECIPIENT** shall ensure that their contractors are responsible for sequencing, scheduling, coordinating, and monitoring the progress of the work as well

as taking appropriate action to keep the work on schedule. The SUBRECIPIENT shall prepare and submit to the agency after signing the contract, a contract performance schedule for accomplishing the work based upon the completion time stated in the contract.

22. The **SUBRECIPIENT** shall include in all Project Invitation for Bid packages the VIRGINIA ENERGY supplied Applicant Violator System (AVS) form (OMB #1029-0119) (ATTACHMENT D.2). All bidders must submit the completed form with the required Project bid documents. Any subcontractors, which will earn more than 10 percent of the AMLER portion of the project, shall submit the Applicant Violator System (AVS) form documentation prior to the award of the bid(s) to the prime contractor. All engineering contractors to be selected for the project design awards shall also submit the Applicant Violator System (AVS) form. Prior to the award of any such contract(s), the form(s) will be submitted to VIRGINIA ENERGY for the required AVS check to confirm bidder eligibility by the use of the Applicant Violator System. The Project award may not be made until the AVS check has been completed. Pursuant to the provisions of 30 CFR § 874.16, VIRGINIA ENERGY may direct the rejection of any contractor(s), subcontractor(s), or engineering firm(s) if the AVS review determines the entity, at the time of contract award, is not eligible to receive a permit or conditional permit to conduct surface coal mining operations under the Virginia Coal Surface Mining Reclamation Regulations.
23. Commit to no **CONTRACT** or **CONTRACT** extension whose performance could extend beyond the **7th day of February 2025**, the expiration date of the **AMLER Award**.
24. Agree to not let the project be idled for a cumulative period exceeding sixty (60) days and to return to work forces and equipment upon request of **VIRGINIA ENERGY** at the end of the sixty-day period. **SUBRECIPIENT's** failure to perform this part may result in termination of the **CONTRACT** and default under Articles X and XI.
25. **ANTI-DISCRIMINATION**

A. During the performance of this **CONTRACT**, the **SUBRECIPIENT** agrees as follows:

1. The **SUBRECIPIENT** and its Contractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or disabilities, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the **SUBRECIPIENT** or its Contractor exists. The **SUBRECIPIENT** agrees to, and will require its Contractors to, post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The **SUBRECIPIENT**, in all solicitations or advertisements for employees placed by or on behalf of the **SUBRECIPIENT** or its Contractors, will state, and require that its Contractors state, that such **SUBRECIPIENT** or Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

B. The **SUBRECIPIENT** and its Contractors will include the provisions of the foregoing paragraphs 24.A.1; 24.A.2; and 24.A.3 in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

II. CERTIFICATIONS:

The **SUBRECIPIENT** assures and certifies to the **VIRGINIA ENERGY** that it is, to the best of its knowledge and belief, in compliance, and will continue in compliance, and it will require that its Contractors conform, to the following Acts, as amended:

1. State and Local Government Conflict of Interests Act;
2. General Assembly Conflict of Interests Act;
3. Virginia Freedom of Information Act;
4. Virginia Fair Employment Contracting Act;
5. Virginia Governmental Frauds Act;
6. Virginia Public Procurement Act and related Agency Procurement and Surplus Property Manual;
7. Virginians with Disabilities Act;
8. Americans with Disabilities Act;
9. Buy American Act (41 USC Chapter 83)
10. Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871)
11. Federal Immigration Reform and Control act of 1986; and
12. Federal statutes relating to nondiscrimination, including but not limited to:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352) (prohibits discrimination on the basis of race, color or national origin);

Title IX of the Education amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686) prohibits discrimination on the basis of sex;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C., Section 794) prohibits discrimination on the basis of handicaps;

The Age Discrimination Act of 1975, as amended (42 U.S.C., Sections 6101-6107) which prohibits discrimination on the basis of age;

The Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse;

The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism:

Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C., 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

Title VIII of the Civil Rights Act of 1968 (42 U.S.C., Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and/or any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and the requirement on any other nondiscrimination statute(s) which may apply to the **AMLER AWARD** or this **CONTRACT**.

13. Federal Lobbying Act, 31 U.S.C.A., Section 1352 (entitled, "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, and the Virginia Lobbying Disclosure and Regulation Act, Sec. 2.1-779 through 2.1-794, Code of Virginia, 1950 as amended, including, without limitation, obtaining and delivering to the VIRGINIA ENERGY all necessary certifications and disclosures.
14. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interest in real property acquired for **PROJECT** purposes regardless of Federal participation in purchases.

15. Hatch Act (5 U.S.C., Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
16. Copeland Act (40 U.S.C., Section 276c and 18 U.S.C., Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C., Sections 327-333) regarding labor standards for federally assisted construction sub-contracts.
17. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
18. Environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of Project's consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C., Sections 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 U.S.C., Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

19. Wild and Scenic Rivers Act of 1968 (16 U.S.C., Sections 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
20. The **SUBRECIPIENT** shall assist the **VIRGINIA ENERGY** in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
21. 40 CFR 122-EPA Storm Water Regulations; PL 92-500, Section 404 – Utility Crossings of Navigable Waters – U.S. Army Corps of Engineers; Code of Virginia, Title 10.1, Chapter 5, Article 4 - Erosion and Sediment Control Law – Soil and Water Conservation Commission; VR 625-02-00 – Erosion and Sediment Control Regulations; Code of Virginia, Title 62.1, Chapter 3.1, Article 44 – State Water Control Law; VR 680-15-02 – Virginia Water Protection Permit; Code of Virginia, Title 62.1, Chapter 3 – Sub-aqueous Bed Permit – Marine Resources Commission.

III. OBLIGATIONS OF VIRGINIA ENERGY

VIRGINIA ENERGY will:

1. Review and submit to the **SUBRECIPIENT** comments on the Construction Plan to monitor adherence to AMLER Award conditions and obligations.
2. Provide administration of the **PROJECT**, document the costs and expenses incurred by **VIRGINIA ENERGY**, document the findings necessary to qualify the **PROJECT** as a government financed construction project as contemplated by Va. Code § 45.1-253.2 and 4 VAC 25-130 Part 707 of VSMCRA, including those costs noted in the NEPA document.

3. Document eligibility of the **PROJECT** for funding by securing an Authorization to Proceed from the federal Office of Surface Mining.
4. Designate a **PROJECT** Inspector to monitor the site and to serve as contact to the **SUBRECIPIENT**.
5. Provide the **SUBRECIPIENT** with consultations and information that are available and reasonably required for **PROJECT** purposes.
6. **SAFETY INSPECTIONS OF CONSTRUCTION EQUIPMENT ON JOB SITE:**
VIRGINIA ENERGY reserves the right to conduct safety inspections of contractor and/or sub-contractor owned or leased equipment delivered to or present at an AMLER construction site. **VIRGINIA ENERGY** shall conduct a pre-construction safety inspection of all equipment at the site as identified on the equipment list for the **PROJECT** as provided by the contractor. If any previously unidentified equipment is delivered to the site for use, the contractor shall contact the Inspector/Contract Administrator to conduct a safety inspection of that equipment. **VIRGINIA ENERGY** may also conduct equipment safety inspections at any time during the Contract period while the equipment is on site. The **SUBRECIPIENT** will require all contractors to adhere to these stipulations. Inspections shall be in accordance with established **VIRGINIA ENERGY** inspection criteria and evidenced by a safety inspection checklist (Attachment D.1). **VIRGINIA ENERGY** requires that the contractor perform a daily pre-shift inspection of all equipment prior to its use each day. **VIRGINIA ENERGY** can provide a template of the Surface Equipment Inspection Pre-operational Exam Checklist upon request.
7. Upon receipt and approval of once monthly invoices, reimburse the **SUBRECIPIENT** for costs incurred by the **SUBRECIPIENT** in compliance with the **CONTRACT** and necessary for completion of the **PROJECT**. For the purpose of this **CONTRACT**,

“incurred” shall mean any invoice or request for payment paid by the **SUBRECIPIENT** or waiting payment under the **PROJECT**. Reimbursement will be made in accordance with the Commonwealth of Virginia’s Prompt Pay requirements and **VIRGINIA ENERGY** procedures. The **VIRGINIA ENERGY** shall withhold 5% retainage on all invoices except for project development expenditures. Separate requests for payment should be submitted for project development and construction expenditures.

8. Upon receipt of proper invoicing, provide the **SUBRECIPIENT** with reimbursement for the approved actual cost and up to, but not exceeding **\$269,000.00** for engineering and construction services for the **PROJECT** described in this **CONTRACT**.

IV. TERM OF CONTRACT

This **CONTRACT** shall be effective as of the **7th day of February 2022** and shall expire thirty-six (36) months thereafter on **7th day of October 2025**.

V. EXCESS COSTS

If the **SUBRECIPIENT** performs, allows or causes work to be performed or accepts a bid which exceeds the line allocations set forth in the **PROJECT** budget attached hereto as Attachment B.6, as amended and approved by **VIRGINIA ENERGY** from time to time, which make up the **\$269,000.00** appropriation for Engineering and Construction Services, the **SUBRECIPIENT** shall bear any and all such excess costs, it being understood between the parties that under no circumstances shall **VIRGINIA ENERGY** be liable for the payment of and/or reimbursement to the **SUBRECIPIENT** of costs in excess of those approved by the **VIRGINIA ENERGY** as part of the **PROJECT** budget but in no event in excess of the respective caps set forth for design or construction in this section.

VI. FINANCIAL/COMPLIANCE RECORDS AVAILABILITY

The **SUBRECIPIENT** agrees to retain and provide reasonable access to all books, records, and other documents relative to this **CONTRACT** for five (5) years after final payment or until otherwise notified by **VIRGINIA ENERGY**, whichever is later. **VIRGINIA ENERGY**, its authorized agents, and/or State and Federal auditors shall have full access to and the right to examine any of said materials during said period at reasonable times and upon 24 hours advance notice.

VII. CONSTRUCTION ASSURANCES

The **SUBRECIPIENT** hereby assures and certifies that they shall comply with the laws, regulations, policies, guidelines and requirements and use of Federal funds for this federally funded Project. Also, the **SUBRECIPIENT** gives assurance and certifies that:

1. The **SUBRECIPIENT** shall cause work on the **PROJECT** to be commenced within a reasonable time after **NOTIFICATION TO PROCEED** from the **VIRGINIA ENERGY** and that the **SUBRECIPIENT** will execute the **PROJECT** to completion with reasonable diligence. The **SUBRECIPIENT** will keep the **VIRGINIA ENERGY** informed of **PROJECT** progress and delays.
2. The **SUBRECIPIENT** shall not dispose of or encumber its title or other interests in **Property**, including the **PROJECT**, and facilities located thereon during the period of Federal interest or while the Government holds bonds, whichever is the longer.
3. During the term of this **CONTRACT**, the **SUBRECIPIENT** shall not dispose of, modify the use of, or change the terms of the real property title, or other interest in the **Property**, including the **PROJECT**, and facilities without permission and instructions from the **VIRGINIA ENERGY**. The **SUBRECIPIENT** shall record the federal interest in the title of **Property** in accordance with **VIRGINIA ENERGY**

directives and shall include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the **PROJECT**. The **SUBRECIPIENT** shall adhere to 30 CFR part 879.14 and 879.15 for **Property** management and disposition.

4.

VIII. EXECUTION OF CONTRACT

This **CONTRACT** shall be executed on behalf of the **SUBRECIPIENT** by such person or persons as are authorized to act on behalf of the **SUBRECIPIENT** pursuant to law and on behalf of the **VIRGINIA ENERGY** by the Director of Mining Programs.

OBLIGATION TO COMPLETE

If the delivery of supplies, services, materials or equipment is not fully performed in accordance with the terms of the **CONTRACT** by the time specified in the **CONTRACT**, the **SUBRECIPIENT** agrees to complete the remaining or incomplete work at its own expense; except that the accomplishment be delayed by any act, negligence, or default on the part of the Commonwealth or **OSMRE**, public enemy, war, embargo, fire, explosion or Act of God (including without limitation, adverse weather conditions) not caused by the negligence or intentional act of the **SUBRECIPIENT** or its supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for an extension from the **SUBRECIPIENT**, the **VIRGINIA ENERGY** will submit the extension request to the **OSMRE**. **OSMRE** has the sole authority to approve the amendment for an extension for the performance of the **CONTRACT** or delivery of goods.

It shall also be known and understood by both parties that if the CONTRACT expires and the delivery of supplies, services, materials or equipment has not been fully performed in accordance with the terms of the CONTRACT, it is determined the Commonwealth is not at fault, and grant funding for the CONTRACT has expired, the subrecipient shall, at the **SUBRECIPIENT**'s sole cost and expense, complete its obligations under the CONTRACT.

IX. INTEGRATION AND MODIFICATION

This CONTRACT constitutes the entire understanding between the **SUBRECIPIENT** and **VIRGINIA ENERGY**. No alteration, amendment or modification in the provisions of this CONTRACT shall be effective unless it is reduced to writing, signed by the parties, and attached hereto.

X. TERMINATION OF CONTRACT

Any failure by a party to perform any obligation under this CONTRACT shall constitute a breach of the CONTRACT. Upon breach of the CONTRACT by a party, the other party may, at its option, declare its intention to terminate the CONTRACT unless the breach is cured by the party breaching the CONTRACT. Such declaration shall be in writing to the party in breach stating the intention to terminate, the reason(s) therefore and the action necessary to cure the breach. Upon receipt of notice of intention to terminate, the party in breach shall have 60 days to take the curative action and avoid termination. The **VIRGINIA ENERGY** shall not be obligated to pay for any services or work performed after the notice of intention to terminate.

XI. DEFAULT

In case of **SUBRECIPIENT**'s failure to deliver goods or services in accordance with the **CONTRACT** terms and conditions, **VIRGINIA ENERGY**, after due oral or written notice, may procure them from other sources and hold the subrecipient/contractor responsible for any resulting additional purchases and administrative cost. This remedy shall be in addition to any other remedies, which the Commonwealth may have. The **VIRGINIA ENERGY** may also act to forfeit **SUBRECIPIENT**'s bond in accordance with regulations promulgated under 45.1-247 of the Code.

XII. NOTICE

Any notice required hereunder shall be made in writing to the applicable party at the following addresses:

VIRGINIA ENERGY

Lesa C. Baker
AML Projects Coordinator
3405 Mountain Empire Road
Big Stone Gap, VA 24219
Phone No. 276-523-8216

SUBRECIPIENT

Lonzo Lester
Administrator, Russell County
137 Highland Drive
Lebanon, VA 24266
Phone No. 276-889-8000

ADDITIONAL NOTIFICATIONS

For purposes of this **CONTRACT**, the notice shall be deemed received if mailed by certified mail, return receipt requested to the above addresses on the date of the first notice of delivery by the post office. Failure to pick up the notice in response to the notices of delivery shall not constitute a defense to receipt hereunder.

XIII. NON-WAIVER CLAUSE

No review, approval, acceptance of nor payment for any of the services required by **VIRGINIA ENERGY** shall be construed to operate as a waiver of any rights of or any cause of action arising out of the performance of the CONTRACT. Notwithstanding any contrary provision contained herein, the **SUBRECIPIENT** shall be and remain liable to the **VIRGINIA ENERGY** for all costs of any kind which are incurred by the **VIRGINIA ENERGY** as a result of a negligent act, errors or omissions of the **SUBRECIPIENT** or its Contractor in the performance of any of the services furnished.

XIV. GOVERNING LAW

This CONTRACT shall be deemed executed in Wise County, Virginia. The execution, interpretation and enforcement of this CONTRACT shall be governed by the laws of the Commonwealth of Virginia without regard to any conflict of laws or principles.

XV. NON-APPROPRIATION

All contracts for products and services and all payment obligations under the **2018 AMLER AWARD** and this CONTRACT are subject to appropriated AMLER funds being available for expenditure for that purpose. The **VIRGINIA ENERGY** shall promptly notify the **SUBRECIPIENT** of any action denying such funding. In such event, any outstanding CONTRACT shall be cancelled without further obligation to the extent the affected products or services have not yet been duly delivered and accepted.

If any purchases are to be supported by federal funding, and such funding is not made available, the **VIRGINIA ENERGY** may terminate the contracts for goods or services, which are so dependent on such federal funds without further obligation.

XVI. ENTIRE CONTRACT

This CONTRACT incorporates and contains the entire CONTRACT and understanding between the parties. There are no oral understandings, terms or conditions not herein recited, and neither party has relied upon any representations, expressed or implied, not incorporated or contained in this CONTRACT and its attachments.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT by their duly authorized representatives as of the day and year fist above written.

RUSSELL COUNTY

COMMONWEALTH OF VIRGINIA
VIRGINIA DEPARTMENT OF ENERGY
MINED LAND REPURPOSING

BY: _____
Executive Director
(Title)

BY: _____
Director of Mining Programs
(Title)

(Date)

(Date)

ATTACHMENT A

- A.1 Environmental Assessment
- A.2 Finding of No Significant Impact (FONSI) and Authorization to Proceed (ATP)
- A.3 NEPA Consultation Boundary (i.e. Project Boundary) Map

ATTACHMENT B

- B.1 2018 AMLER Guidance Document
- B.2 Vetted project application
- B.3 Letter to Proceed with Project Development from OSMRE
- B.4 Subrecipient Approval Notice
- B.5 Project Budget (\$269,000.00)
- B.6 Scope of Work

ATTACHMENT C

C.1 Construction Plan and Project Drawings

Attachment D

- D.1 Equipment Safety Inspection Checklist
- D.2 Applicant Violator System form (OMB 1029-0119) and Instructions

MONTHLY BANK BALANCES

December 31, 2021

Regular Account	7,034,105.70
Employee Insurance	3,598,327.79
Employee Claims Account	1,000.00
Non-Judicial Reals Estate Sales	8,933.15
Russell Co. Housing Fund	4,424.36
School Textbook	17,125.46
Sheriff Domestic Violence	1,183.35
Petty Cash Treasurer	665.35
Sheriff Seized Assets	58,679.54
Sheriff Restitution	8,380.61
Sheriff Forfeited Assets	33.70
Comm Attorney Forfeited Assets	31,717.10
Sheriff Federal Forfeited Assets	7,527.15
Comm Attorney Fed Justice Forfeited Assets	103,594.46
Commonwealth Attorney Abanoned Property	500.00
Sheriff Federal Justice Forfeited Assets	7,919.72
Sheriff Special Projuects	63,992.77
SSI Recipients	1,400.24
First Sentinel Bank	1,000.00
Bank of Honaker	41,956.07
New Peoples Bank	586,613.93
Certificates of Deposit General	49,575.00
Treasurer's Money Market	2,072,525.31
Certificate of Deposit Library Donations	24,788.80
Certificate Of Deposit Employee Insurance	2,000,000.00
Total Cash In Bank	15,725,969.56
Cash In Office	2,534.92
Petty Cash	100.00
TOTAL CASH	15,728,604.48

ACCOUNT	DATE	December 31, 2021
	DEBIT	CREDIT
Cash in Office	2,534.92	
Cash in Bank	15,725,969.56	
Petty Cash	100.00	
General Fund		6,735,450.20
Non-Judicial Real Estate Sales		8,933.15
Sheriff In State Trip		30,861.95
Sheriff Dare Fund		100.00
Sheriff Seized Assets		58,679.54
Sheriff Restitution		8,380.61
Sheriff Forfeited Assets		33.70
Comm Attorney Forfeited Assets		31,717.10
Honaker Library Donations		24,783.87
Russell County Housing Fund		4,424.36
Sheriff Federal Forfeited Assets		7,527.15
Sheriff Domestic Violence		1,183.35
Comm Attorney Abandoned Prop		500.00
Comm Attorney Fed Justice		103,594.46
Sheriff Fed Justice Forfeited		7,919.72
Sheriff's Special Projects		63,992.77
Social Services		(285,458.66)
Swva Asap		15,357.28
Coal Road Improvement		588,909.13
CSA		(458,856.39)
School Fund		(673,116.48)
School Food		1,218,715.20
School Textbook		17,125.46
Regional Adult Education		258,308.43
Petty Cash Treasurer		665.35
COVID 19		2,068.07
Litter Fund Trash Pickup		(25,089.75)
American Rescue Act		2,164,206.52
Current Credit		(0.79)
Current Debit		14.44
Title XX		11,321.05
SSI Recipients		1,400.24
Damage Stamp Fund		2,823.98
Valley Heights		83,470.54
Dante Sewer		53,706.00
Employee Health Insurance		3,598,327.79
Employee Insurance COD		2,000,000.00
Employee Insurance Claims		1,000.00
Law Library		59,369.75
Special Welfare		48,776.39
Housing Fund #2		7,700.00
Russell Co Health & Fitness		132,865.92
Cannery		(193,138.67)
WIB		10,051.75
Total	15,728,604.48	15,728,604.48

December 2, 2021

The Regular monthly meeting of the Industrial Development Authority of Russell County, Virginia was held on December 2, 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 Roger Sword, second by Jarred Glass and duly approved by the Industrial Development Authority of Russell County, Virginia to approve the minutes of the November 17, 2021 meeting.

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 Harry Ferguson, second by John Stamper, and duly approved by the Industrial Development Authority of Russell County, Virginia to approve paying invoices presented.

The Vote was:

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

Nay: None

EXECUTIVE DIRECTOR'S REPORT

The Executive Director presented photos of Project "Reclaim".

The Executive Director updated the board about the progress of current projects.

The Chairman called a recess for the evening meal at 6:15 PM.

The Chairman called the meeting back to order at 7:20 PM.

ADJOURNMENT

Upon motion made by Donnie Christian, second by Tony Dodi, and duly approved by the Industrial Development Authority of Russell County, Virginia scheduling the next regular meeting for January 20, 2022 at 5:30 PM in SWCC's Jefferson Room.

The Vote was:

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

Nay: None

Upon motion made by Tony Dodi, second by Jarred Glass, and duly approved by the Industrial Development Authority of Russell County, Virginia adjourning this meeting at 7:30 PM.

The Vote was:

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

Nay: None

MINUTES OF THE MONTHLY BOARD OF DIRECTORS' MEETING

MINUTES OF THE MONTHLY MEETING OF DIRECTORS of The Russell County Public Service Authority held at held at 137 Highland Drive Lebanon, VA 24266 on this 18th day of January 2021 at 6:00 PM.

1. The following members were present, constituting a quorum (4):
Cuba Porter, Chairman;
Donnie Christian, Vice Chairman (via telephone);
David Edmonds, Jr., Treasurer;
Clifford Hess;
Joe Huff;
Stephen Perkins; and
Rhonda Lester, Secretary.
2. Also present:
Tracy Puckett, RCPSA Interim Director;
James Baker, T&L;
Rita Baker, T&L;
Katie Patton, Legal Counsel (via telephone);
Carter McGlothlin; and
Dickie Sargent
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 introduced and welcomed new board member Stephen Perkins.
6. Cuba Porter opened the meeting with the Pledge of Allegiance followed by a prayer led by Tracy Puckett.
7. Approve Agenda -
Motion to amend the agenda to add "Executive session pursuant to VA code 2.2-3711 (A) (1) consultation with legal counsel regarding Interim Director Contract" made by David Edmonds, Jr., seconded by Clifford Hess, and unanimously adopted.
8. Minutes of the meeting dated December 21, 2021 were reviewed and, motion to approve as read made by Joe Huff, seconded by Clifford Hess and unanimously adopted.
9. Public Comments -

Former board member Carter McGlothlin addressed the Board:

"It has been a difficult couple of months. I have a couple of things on my mind and a couple of things I want to clarify. What you'll find out in the end with what went on with Harvey

and I, everybody will see what happened and didn't happen. Something we've done for 15 years indirectly, any way that's beside the point. One thing, going back to this statement the Board of Supervisors said that was not discussed, talking about the bills and the RCBOS picking them up...I went back and pulled the video recording. I was told last month that wasn't discussed, that is not true...I have it on tv. So anyway, just to clarify whether I'm on this board or not...which it looks like I'm not, you all need to make sure and take care of this board that's extremely important. And also, nothing against Tracy whatsoever, I feel like you really jumped the gun...a man with almost a retirement, may lose retirement and everything for the minor thing that went on. Should he have not been put somewhere else or put on administrative leave until you saw what the outcome was? Unless there's another reason...if there was another reason you didn't want him, then that should have been addressed with that individual telling him we don't like you for this, this and this and we don't want you. If that was the only reason, then I don't understand why it wasn't addressed a little bit differently. For me, is it embarrassing? Yes, it's embarrassing. Does it hurt me as far as my livelihood? No. Here we have a man that has put almost 30 years in and lost his retirement and everything. Did we jump the gun or not jump the gun? I'm saying we because I was part of this board. That's just some food for thought for now and in the future. I guess the other thing that concerns me is...this happened on a Thursday and the following Tuesday we had Mr. Phillips here and it was all set up and it was all rolling and doing executive sessions and all. And then voted to hire Mr. Phillips after all that was done? He wasn't voted to hire until the executive session and all were done. I don't want anything to hurt this board...and negative publicity does. But you throw up this red flag and stuff. These are some concerns that I feel like we need to watch as board members to make sure we cross our T's and dot our I's. I just hate it for someone like Harvey that gave a 100% of his ability. And if there were other issues, then that should have been addressed, but instead we just axed him. There's a man's retirement, livelihood, with family and bills...it's just sad that we would jump to that extreme. I think that we would have had a little bit of heart and compassion. Is he doing something illegal? Now if I really wanted to show some illegal stuff, I could show you a list of them...not from here. But that's nothing but water under the bridge. When the issue happened on the lower end, the County just resolved it and that was the best way. There was nothing to be gained by pointing a finger. What we want is the integrity of the board and handle it. I just wanted to say that. My time on this board in thirty some years has been with my heart, with my compassion, with my integrity and I do not have to ask for amends for nothing that I have done as far as this board. I've never turned in a travel expense. I've never turned in a meal expense. I traveled to Richmond on behalf of this board and I love it. Now with that being said, I appreciate it. I just wanted to throw that out there and get that off my chest. I am working to try to find Harvey something and I hope somebody else will too."

10. Rhonda Lester presented to the meeting:

- Bank Activity and Account Balances Reports
- Profit and Loss Reports
- Outstanding Construction Receivables Report

Motion to adopt financial reports as presented made by Clifford Hess, seconded by Joe Huff, and unanimously adopted.

11. Rhonda Lester presented to the meeting:

- Water Loss Reports

12. Rita Baker with Thompson & Litton presented to the meeting the following project updates from December 21, 2021 to date:

- NASH'S FORD/CLINCH MOUNTAIN ROAD
Need to submit a force account request to VDH
- GLADE HOLLOW/GLADE HILL PROJECT
Installed 240 LF of ¾-inch water line, (2) service meters, and (1) 2-inch bypass meter.
- BELFAST PH II EXTENSION PROJECT
Application for VDOT permit has been submitted/approved. Materials have been ordered.
- BELFAST PH III PROJECT
Application for VDOT permit has been submitted/approved. Plans have been approved by VDH.
- CHIGGERSVILLE/ELAM ROAD WATER LINE REPLACEMENT PROJECT
Application for VDOT permit has been submitted/approved. Materials have been ordered and received.
- DANTE SEWER PROJECT
Waiting to have contract negotiation with DHCD

13. Old Business to Discuss: None

14. Motion to go into executive session pursuant to VA code 2.2-3711 (A) (1) consultation with legal counsel regarding the Interim Director Contract made by David Edmonds, Jr., seconded by Clifford Hess, and unanimously adopted.

Motion made by Joe Huff seconded by Clifford Hess, 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.

Stephen Perkins: Yes
Clifford Hess: Yes
Cuba Porter: Yes
Joe Huff: Yes
Donnie Christian: Yes
David Edmonds, Jr.: Yes

Yes: 6
No: 0

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

15. New Business to Discuss:

- a) Motion to approve Contract for Interim Director with Tracy Puckett upon final approval and revisions by legal counsel made by David Edmonds, Jr., seconded by Joe Huff, and unanimously adopted.
- b) Cuba Porter asked to have "Amending RCPSA bylaws to change the board member compensation from \$200.00 per meeting to \$200.00 per month" to next month's Agenda.
- c) Cuba Porter suggested that management schedule a meeting with employees to review and discuss in detail the RCPSA Employee Handbook.
- d) Tracy Puckett presented to the Board a Director's Report. (Attached)

16. Matters presented by the Board:

- a) David Edmonds, Jr. inquired about the use of unsafe equipment; he suggested that the PSA make it a priority to ensure its equipment is safe to operate. Tracy Puckett advised the board that he would assess the matter and report back to them.
- b) The Board expressed their gratitude for the hard work and dedication of the employees of RCPSA.

17. There being no further business to come before the meeting, a motion to adjourn at 7:45 PM was made by Clifford Hess seconded by Joe Huff and adopted.

The next meeting is scheduled for February 15, 2022 at 6:00 PM.

Dated in the Commonwealth of Virginia on
the 18th day of January 2022.



(Signature)

Secretary Name: Rhonda Lester



PSA Board Members,

Items listed below provide a brief description of work performed in all departments of the PSA.

Projects:

1. To be discussed by T&L Engineer James Baker.
2. At this point I have not had time to discuss projects with Engineers. However, I have discussed projects with Tim Honaker, Construction Supervisor. Tim is currently working with Brad Patton and Mike Horton from the Castlewood system to coordinate the Elam Street Project. I expect to have a better understanding of projects by next month.
3. I have met with RCPSA Maintenance staff to discuss some of the current issues with operations and maintenance. I have currently placed responsible personnel in place to resolve some of the down time in making repairs in maintenance as well as keeping projects moving adequately along.
4. I am currently working with staff on an Equipment/Vehicle Inventory list. Some of the equipment will not meet safety criteria if inspected by regulatory agencies such as OSHA.

Wastewater Maintenance/Plant Operations:

- Brad Patton is working with Brain Ferguson, director of solid waste to coordinate time to discharge volumes of leachate that will not exceed daily flow limitations.
- Mr. Patton continues to make pertinent repairs and upgrades to the plant that will satisfy operations resulting in minimal disruptions as well as meeting DEQ criteria.

Water Maintenance/Plant Operations:

- General maintenance on water plants and pump stations. Water plants and pump stations are in desperate need repairs. There is a lot of down time with the membrane plants. Some repairs have been made and some updates to software will aide in less down time.
 - The PSA crews continue to perform general maintenance to all systems: work orders, disconnects, reconnects, new installations, meter reading, hydrant flushing and hydrant repairs, etc...
 - Flushing Systems: We will be flushing systems to enhance chlorine residuals and reduce THM's (Disinfection Byproducts). The flushing program will produce the results we need to meet state criteria. We have done additional flushing in some areas due to water leaks.
 - Another issue at hand is, collecting water samples on time and dealing with Notice of Violations. We are currently working with VDH/ODW to resolve any and eventually all violations.
 - There was a severe lack of materials on hand to make water/wastewater repairs. We are currently working on replenishing materials as well as keeping an inventory. Inventory will allow for materials used to be accounted for as well as provide reordering in a timely manner.
-
- Asphalt/Stone Repair: In leak areas
 - Water Taps (new connections):
 - Repaired Telemetry: Water Plants/Red Oak Ridge
 - Transducers replaced:
 - Repaired Pumps: 1 Grinder Pump/West Dante
 - Sewer Taps/Flushing/Repairs: Force Main/West Dante
 - Fire Hydrant Repair: Evaluating damaged hydrants and making repairs
 - Leak Detection: Crews continue leak detection in all systems
 - Valve/Valve Box Repairs:
 - Line Setter Repairs/Replacement:
 - Repaired/Replaced PRV's:
 - Altitude Valve Repair/Adjustments:
 - Pump Station repairs & Tank Site Maintenance:

Water Line Repair:

0 - 3/4" Service Lines

0 - 3/4" Service Line

6 - 1" Service Line/Castlewood

0 - 2" Water Main

0 - 4" Water Main

3 - 6" Water Main/Castlewood

0 - 8" Water Main

0 - 3/4" Service Lines

0 - 1" Service Line

1 - 2" Main Line/New Garden

0 - 4" Main Line

2 - 6" Main Line/Pine Creek/Glade Hollow

0 - 8" Main Line

Total Leaks.....12

Tracy Puckett



RCPSA Interim Director

Russell County Planning Commission

NOVEMBER 15, 2021

The Russell County Planning Commission met on Monday, November 15, 2021 in the lobby of the Board of Supervisors' Meeting Room at the Russell County Government Center, 133 Highland Drive Lebanon VA.

Members Present

Members Absent

Others Present

Oris Christian

Kevin Tiller

Mark Mitchell

John Mason

Chairman Kirby Meadows

Vice Chair Andy Smith

Jack Compton

Ernie McFaddin

Chairman Kirby Meadows called the meeting to order at 6:30 p. m.

Invocation and Pledge of Allegiance given.

Agenda approved. Motion by Mark Mitchell, seconded by Jack Compton to amend election of vice chair removed.

Meeting minutes approved. Motion by Jack Compton, seconded by Ernie McFaddin.

New Business

Oris Christian asked about land at Dickensonville house with 1 acre, 2 acres, and other land listed separate. Plats presents from Crystal White to be reviewed. Brenda and Jim Campbell is ok with family exemption. For Yvonne Puckett property is not large enough to split.

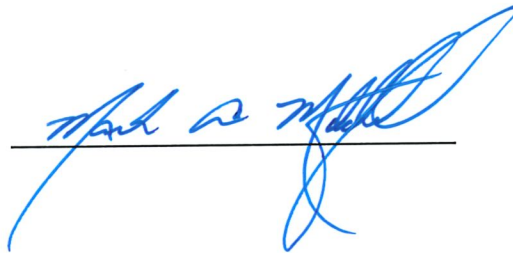
Review of Plats

Reviewed 10/19/2021 – 11/15/2021 transactions.

Other Business

Mark Mitchell announced delinquent tax sale for county is Wednesday, November 17, 2021. Oris Christian said county is looking at a noise ordinance.

Meeting adjourned. Motion by Mark Mitchell, seconded by Ernie McFaddin.



Attest:



RUSSELL COUNTY PLANNING COMMISSION

OCTOBER 19, 2021- NOVEMBER 15, 2021

1. David K and Victoria Morrisette .426 AC to be added to Douglas and Loretta Salyers. Remaining acreage 7.574 AC, new acreage for Salyers 1.376 AC Old Orchard RD
Adjoining Land owner

RUSSELL COUNTY CONFERENCE CENTER

January 1, 2022

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

Date	Event	Event Type	Space
01/03/22	People INC Training Juanita Perkins Canceled Due To Weather	Individual Event	Full \$0
01/08/22	Baby Shower McKenna Price	Individual Event	Full \$200
01/15/22	Lonesome Pine Raceway Banquet Bernice Hill	Individual Event	Full \$360
01/20/22	IDA Board Meeting Ernie McFadden	Community Event	Full \$0
01/22/22	Baby Shower Amy Smith	Individual Event	Full \$185
01/25/22	Southwest Virginia Regional Jail Meeting Jeannie Patrick	Individual Event	Full \$240

Date	Event	Event Type	Space
01/27//22	E 911 Training Bo Bise	Individual Event	Full \$0

(Total: \$985.00)

- \$250.00

Final Total = \$ 735.00

RUSSELL COUNTY CONFERENCE CENTER

2021 Yearly Report

• January.....	\$0.00
• February.....	\$0.00
• March.....	\$225.00
• April.....	\$810.00
• May.....	\$1,000.00
• June.....	\$1,485.00
• July.....	\$2,115.00
• August.....	\$1,775.00
• September.....	\$645.00
• October.....	\$1,065.00
• November.....	\$1,285.00
• December.....	\$1,085.00

Total = \$11,490

Due to the COVID-19 virus we had to canceled all event in January and February. Starting in March and

though May our capacity increase up to 90 people per event and starting in June we was able to operate at our full capacity.

THE RUSSELL COUNTY TRANSPORTATION AND SAFETY COMMISSION MET AT BONANZA RESTAURANT IN LEBANON VIRGINIA ON JANUARY 11 2022. **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
TONY MAXFIELD	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 GAP ¼ MILE ON 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 63 AT SUN NEAR BLACKSTONE STORE BUILDING WATER RUNNING ACROSS THE ROAD
- 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 FIRST DRIVEWAY ON THE LEFT FROM BONAVENTURE NEAR EAGLES NEST WATER BACKING UP IN FIRST DRIVEWAY POSSIBLE PIPE STOPPED UP

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-RT 19 NORTH BETWEEN EXIT ONE AND TWO PIPE SUNK DOWN CAUSING RUFF
ROAD

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 PATCHING**

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 LIMIT SIGNS FROM CEMETERY TO RT. 58 BUZZARD
ROOST. **REPORTED TO SIGN CREW**

17-RT 58 EAST/71 SOUTH INTERSECTION THE OFF RAMP FROM 58 NEEDS TO BE
EXTENDED. **REFERRED TO RESIDENCY**

18-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 67 FRANKS HOLLOW DITCH HAS BEEN CLEANED
- 2-RT 662 OFF RT 82 NEEDS RIP RAP AND BRUSH CUT
- 3-RT 621 SANDY RIDGE SPEED LIMIT SIGN REPLACED
- 4-RT 841 OLD RT. 19 SHOULDER REPAIRED NEAR GILL PET GROOM
- 5-RT 19 NORTH EXIT ONE RAMP REPAIRED

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 CONTINUOUS 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 FROM CLEVELAND BRIDGE BANK NEEDS TO BE TAKEN OFF TO WIDEN ROADWAY. **WILL REVIEW WITH RESIDENCY**
- UNDER LINED AND BOLDED COMMENTS WERE REPORTED FROM HENRY KINCER**

COMMISSION MEMBER INFORMATION

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	BILL WATSON	794 1021

NEXT MEETING WILL BE FEBRUARY 8TH 2022WE THANK ALL WHO ARE INVOLVED IN KEEPING OUR ROADWAYS SAFE AND OUR GUEST PARTICAPTION

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

Dilapidated Structure and Litter Reported Sites

PROPERTIES THAT HAVE BEEN SUBMITTED FOR LEGAL ACTION			
Address:	Property Owner	Tax Map I.d.	Comments:
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Winchester Hotel	Timmy or Kristy Lee 14414 Marshalls Retreat Rd. St. Paul, VA 24283	157 R SA 1767	3/2/2021: 30 day Notice issued and sent to property owner via certified letter. Public Notice to appear in Lebanon News beginning 3/17/2021, ending 3/24/2021. 4/19/2021: No contact/response from property owner. 06/30/2021: No contact/response from property owner. RC Building Official requests direction from BOS 7/26/2021: No contact/response from property owner. RC Building Official requests direction from BOS 9/16/2021: Observation-photos taken September 2021: Submitted for legal action
Gobble -- (Trailer)	Billy Wayne Mary Elizabeth Gobble P.O. Box 519 Castlewood, VA 24224- 399	138 R 2328 B2	3/2/2021: 30 Day Notice issued and sent to property owner via certified letter. Public Notice to appear in Lebanon News beginning 3/17/2021, ending 3/24/2021. 4/19/2021: Per discussion with RC Building Official, previous property owner advised property information is incorrect. 06/30/2021: RC Building Dept. in process of attempting to obtain mobile home owner information.— September 2021: Submitted for legal action
192 Lower Bear Wallow	Tim & Rendy Hale Dante, VA 24273	159 R IB 2189	3/1/2021: RC BOS voted and passed motion to proceed with legal action. 3/2/2021: Final Notification sent via Certified Letter 3/6/2021: Cert. letter recpt card received by RC Building Dept. 4/19/2021: RC Building Official observed property. 06/30/2021: No contact/response from property owner. RC Building Official requests direction from BOS 7/26/2021: No contact/response from property owner. RC Building Official requests direction from BOS August 2021: Submitted for legal action

Denotes Recent Activity

Dilapidated Structure and Litter Reported Sites

2625 Banner St. St. Paul, VA 24283	Beecher Mays & Brenda Hammons c/o Connie Jessee	157 L IB 3294	2/19/2021: Site Observation with R.C.S.O. -- Notification of corrections to be completed to be sent to property owner. 4/19/2021: No contact/response from property owner. 06/30/2021: No contact/response from property owner. RC Building Official requests direction from BOS 7/26/2021: No contact/response from property owner. RC Building Official requests direction from BOS 9/10/2021: Cert. Letter sent/ Public Notice published 9/16/2021: Observation—No work has been done on the property 9/28/2021: Cert. letter returned-refused to accept 10/8/2021: Submitted for legal action
DILAPIDATED STRUCTURES			
529 Roanoke Hill	Calvin W. or Carla Elmore 960 Private Rd. # 6294 Palestine, TX 75801	159 R IB 2201	4/19/2021: RC Building Official observed property. 5/26/2021: Letter returned to sender, not claimed. 06/30/2021: No contact/response from property owner. RC Building Official requests direction from BOS 7/26/2021: No contact/response from property owner. RC Building Official requests direction from BOS 10/12/2021: Sent 2 nd notice to last known address-posted for Public Notice in Lebanon News to begin 10/20/2021-10/27/21 10/26/2021: Sister of listed property owner contacted RCBO-advised property owner is deceased, property belongs to ex-wife, whom has supposedly relocated to Alabama- no known address.
518 Memorial Dr. Castlewood, VA 24224	George Frank Wohlford III P.O. Box 429 Castlewood, VA 24224	156 RE 3196	1/10/2022: Complaint called into RC Building Authority 1/25/2022: RC Building Official observed site, Notice sent to property owner Public Notice sent to Lebanon News beginning 02/02/2022
Franks Dr. 1 st entrance to mobile home park	George Frank Wohlford III P.O. Box 429 Castlewood, VA 24224	156 RE 3196	1/10/2022: Complaint called into RC Building Authority 1/25/2022: RC Building Official observed site, Notice sent to property owner Public Notice sent to Lebanon News beginning 02/02/2022

Denotes Recent Activity

Dilapidated Structure and Litter Reported Sites

Wohlford Cir. 2 nd entrance to mobile home park	George Frank Wohlford III P.O. Box 429 Castlewood, VA 24224	156 RE 3196	1/10/2022: Complaint called into RC Building Authority 1/25/2022: RC Building Official observed site, Notice sent to property owner Public Notice sent to Lebanon News beginning 02/02/2022
PROPERTIES REFERRED TO LITTER OFFICER			
4982 Mew Rd.	James D. Ratliff 262 Knoll Rd. Shelbania, KY 41562	156 L IA 336	9/16/2021: Observation—Appears property is covered under the Litter Ordinance. Building Official visited with Deputy Porter a few months ago.
Sun---Washers & Dryers			9/16/2021: This is Litter Ordinance-Building Official will contact Deputy Porter
Lewis Property			9/16/2021: This is Litter Ordinance-- Building Official will contact Deputy Porter
Gene Couch			9/16/2021: This is Litter Ordinance-- Building Official will contact Deputy Porter
MDD Properties 4068 Mew Rd. Castlewood			9/16/2021: Building Office will contact Virginia Dept. of Health
36 Chiggersville Cir. Castlewood, VA	Dawn Leta Mack Glenda Hawkins	156 LE 3447	9/16/2021: House does not violate Dilapidated House Ordinance, appears Litter Ordinance-- Building Official will contact Deputy Porter
307 Old 65 Castlewood, VA	Mary Ann Holbrook	156 LE 3421	9/16/2021: Does not violate the Dilapidated Ordinance, falls under Litter Ordinance-- Building Official will contact Deputy Porter
79 Red Oak Ridge Rd. Castlewood, VA	Clinton C. or Shelby Salyers, Jr P.O. Box 275 Castlewood, VA 24224	156 R 2887	9/16/2021: Does not violate the Dilapidated Ordinance, falls under Litter Ordinance-- Building Official will contact Deputy Porter
284 Lower Bear Wallow Rd. Dante, VA	Eric Hurley or Valerie L 9852 Porterfield Hwy. Abingdon, VA	159 R IC 2225	9/16/2021: Does not violate the Dilapidated Ordinance, falls under Litter Ordinance-- Building Official will contact Deputy Porter

Denotes Recent Activity

Dilapidated Structure and Litter Reported Sites

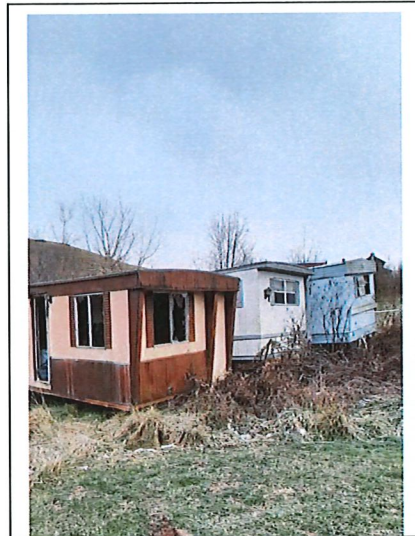
197 Straight Hollow Rd. Dante, VA	Mae Baker 1250 Warren Baker Dr. Castlewood, VA 24224	160 R IG 2451	9/16/2021: Does not violate the Dilapidated Ordinance, falls under Litter Ordinance-- Building Official will contact Deputy Porter
49 Upper Bear Wallow Dante, VA	Otis Strouth 3732 Hardy Hollow Rd. St. Paul, VA	159 R ID 2302	9/16/2021: Does not violate the Dilapidated Ordinance, falls under Litter Ordinance-- Building Official will contact Deputy Porter
Mew Rd. 307 Old 65 Castlewood, VA	Mary Holbrook 19 Holbrook Dr. Castlewood, VA 24224	156 LE 3421	1/10/2022: Complaint called into RC Building Authority 1/25/2022: This site was previously reported and turned over to Litter Officer. RC Building Official observed – appears to fall into parameters of Litter Ordinance
Walnut Hills St.	Gene Couch	156 R1R1	1/10/2022: Complaint called into RC Building Authority 1/25/2022: RC Building Official observed – appears to fall into parameters of Litter Ordinance
Old cinder block			1/25/2022: RC Building Official observed – Debris is located on State Right-of-Way

Denotes Recent Activity

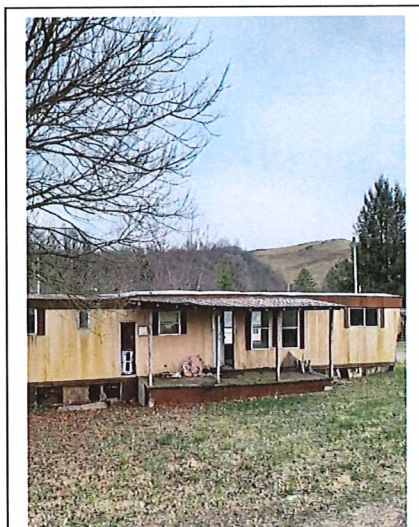
Dilapidated Structure and Litter Reported Sites



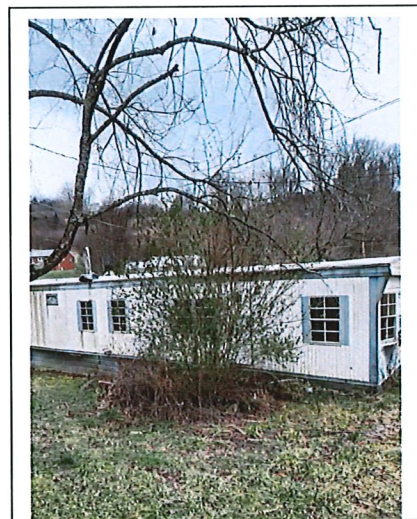
**518 Memorial Dr.
Castlewood, VA**



**Franks Dr. Mobile Home
Park**



139 Wohlford Cir



112 Wohlford Cir

Denotes Recent Activity

Dilapidated Structure and Litter Reported Sites



124 Wohlford Cir.

Denotes Recent Activity



RUSSELL COUNTY BUILDING DEPARTMENT
137 HIGHLAND DR.
LEBANON, VA 24266
Telephone: 276-889-8012
Fax 276-889-8009

Bridgett McGlothlin
ESC Program Administrator

Mickey Rhea,
ESC Inspector
ESC Plan Reviewer

REPORT

PROJECT SUMMARY

REPORT DATE	PROJECT NAME	OBSERVED BY:
1/12/2022	Pure Salmon	Mickey L. Rhea, RC Building Official

STATUS SUMMARY

Observation Date	Time	Weather Conditions
1/12/2022	11:00 A.M.	SUNNY

COMMENTS

Disturbance is on-going. All erosion and sediment measures appear to be in place and working properly at this time.

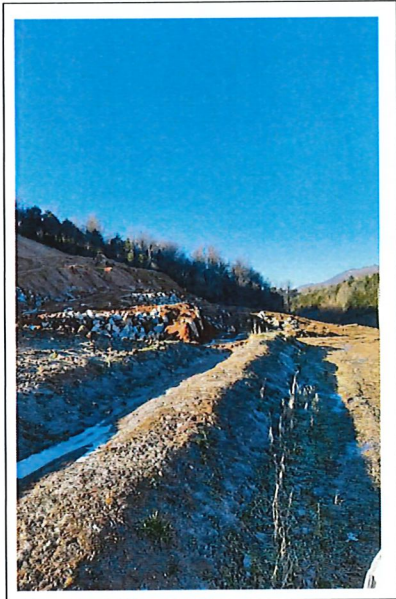


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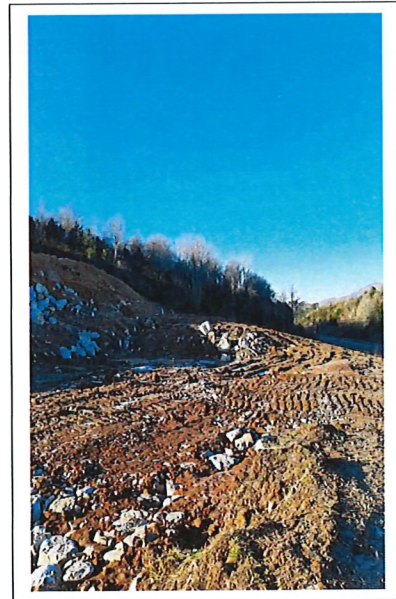
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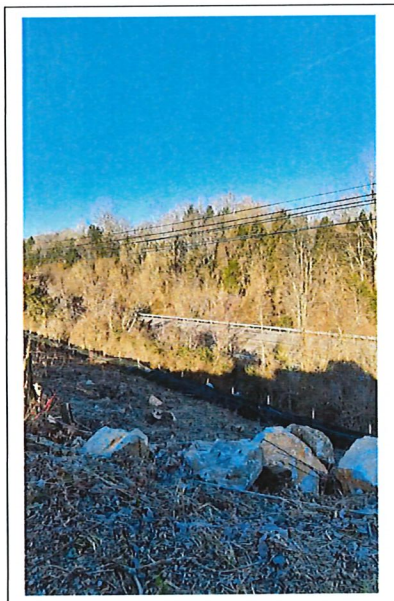
Images



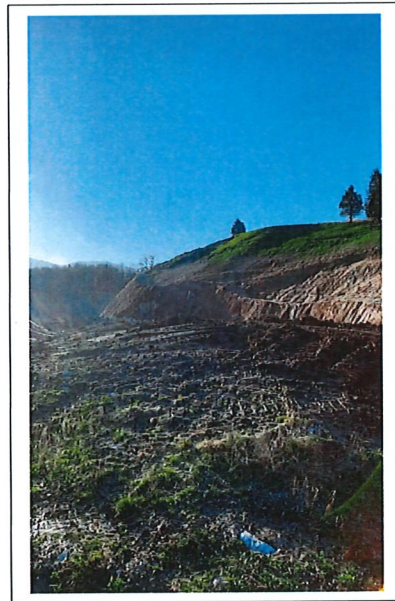
Rt. 19 Access Rd.



Rt. 19 Access Rd.



Rt. 19 access rd



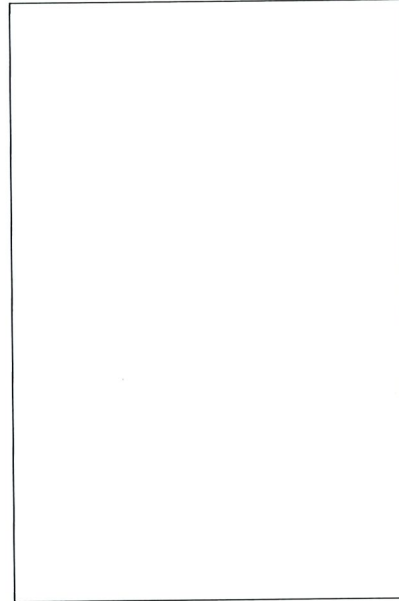
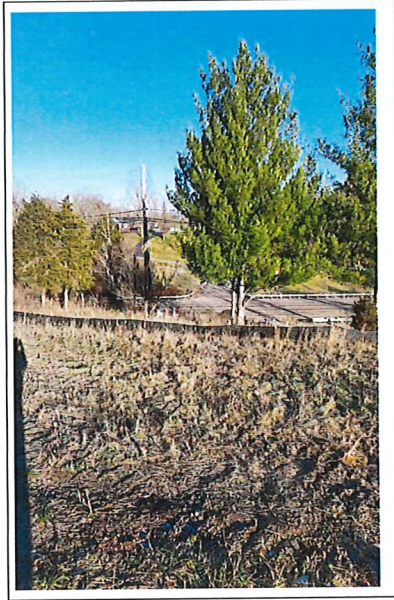
Rt. 19 Access Rd.



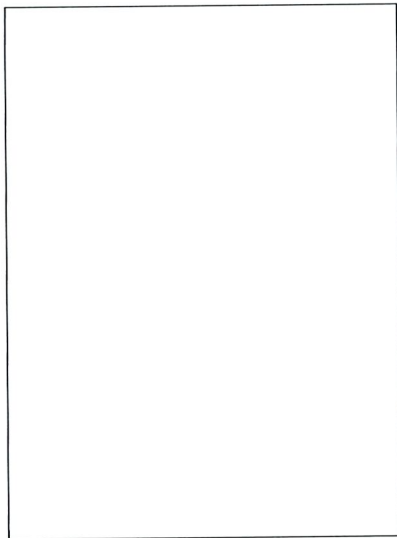
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Bridgett McGlothlin
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Rt. 19 Access Rd.





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REPORT

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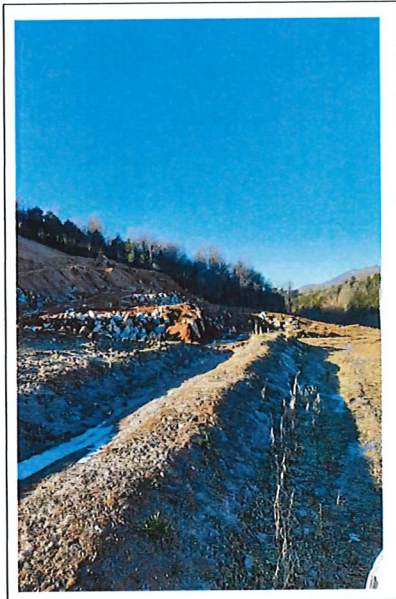


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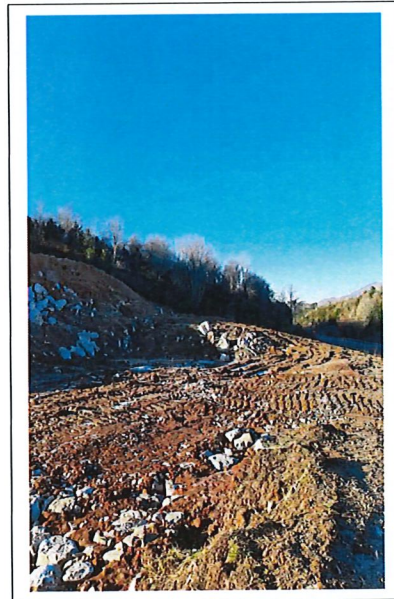
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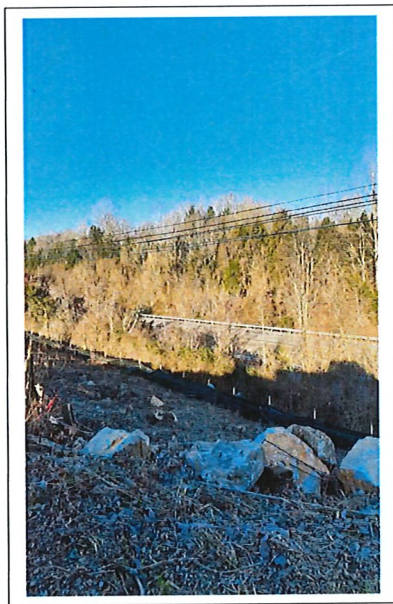
Images



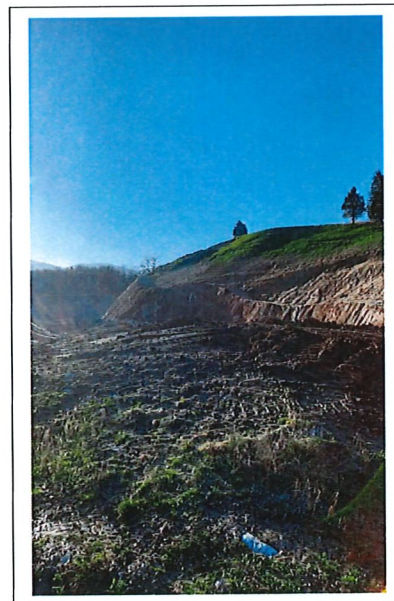
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Rt. 19 Access Rd.



Rt. 19 access rd



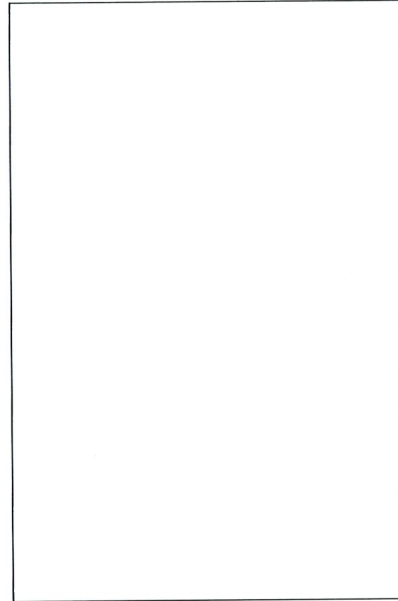
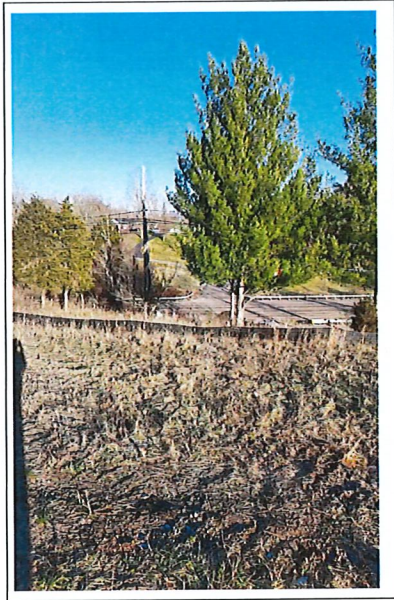
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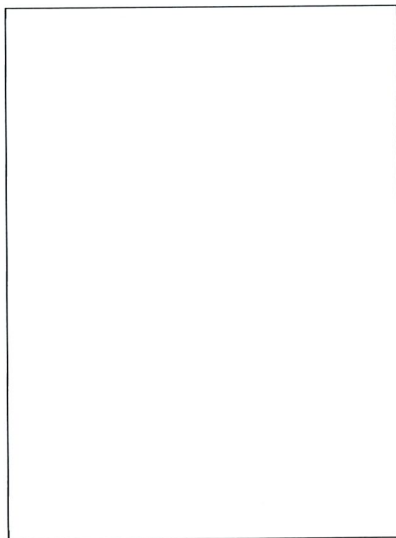
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Bridgett McGlothlin
ESC Program Administrator

Mickey Rhea,
ESC Inspector
ESC Plan Reviewer



Rt. 19 Access Rd.



Dilapidated Structure and Litter Reported Sites

PROPERTIES THAT HAVE BEEN SUBMITTED FOR LEGAL ACTION			
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Denotes Recent Activity

Dilapidated Structure and Litter Reported Sites

2625 Banner St. St. Paul, VA 24283	Beecher Mays & Brenda Hammons c/o Connie Jessee	157 L IB 3294	2/19/2021: Site Observation with R.C.S.O. -- Notification of corrections to be completed to be sent to property owner. 4/19/2021: No contact/response from property owner. 06/30/2021: No contact/response from property owner. RC Building Official requests direction from BOS 7/26/2021: No contact/response from property owner. RC Building Official requests direction from BOS 9/10/2021: Cert. Letter sent/ Public Notice published 9/16/2021: Observation—No work has been done on the property 9/28/2021: Cert. letter returned-refused to accept 10/8/2021: Submitted for legal action
DILAPIDATED STRUCTURES			
529 Roanoke Hill	Calvin W. or Carla Elmore 960 Private Rd. # 6294 Palestine, TX 75801	159 R IB 2201	4/19/2021: RC Building Official observed property. 5/26/2021: Letter returned to sender, not claimed. 06/30/2021: No contact/response from property owner. RC Building Official requests direction from BOS 7/26/2021: No contact/response from property owner. RC Building Official requests direction from BOS 10/12/2021: Sent 2 nd notice to last known address-posted for Public Notice in Lebanon News to begin 10/20/2021-10/27/21 10/26/2021: Sister of listed property owner contacted RCBO-advised property owner is deceased, property belongs to ex-wife, whom has supposedly relocated to Alabama- no known address.
518 Memorial Dr. Castlewood, VA 24224	George Frank Wohlford III P.O. Box 429 Castlewood, VA 24224	156 RE 3196	1/10/2022: Complaint called into RC Building Authority 1/25/2022: RC Building Official observed site, Notice sent to property owner Public Notice sent to Lebanon News beginning 02/02/2022
Franks Dr. 1 st entrance to mobile home park	George Frank Wohlford III P.O. Box 429 Castlewood, VA 24224	156 RE 3196	1/10/2022: Complaint called into RC Building Authority 1/25/2022: RC Building Official observed site, Notice sent to property owner Public Notice sent to Lebanon News beginning 02/02/2022

Denotes Recent Activity

Dilapidated Structure and Litter Reported Sites

Wohlford Cir. 2 nd entrance to mobile home park	George Frank Wohlford III P.O. Box 429 Castlewood, VA 24224	156 RE 3196	1/10/2022: Complaint called into RC Building Authority 1/25/2022: RC Building Official observed site, Notice sent to property owner Public Notice sent to Lebanon News beginning 02/02/2022
PROPERTIES REFERRED TO LITTER OFFICER			
4982 Mew Rd.	James D. Ratliff 262 Knoll Rd. Shelbania, KY 41562	156 L IA 336	9/16/2021: Observation—Appears property is covered under the Litter Ordinance. Building Official visited with Deputy Porter a few months ago.
Sun---Washers & Dryers			9/16/2021: This is Litter Ordinance-Building Official will contact Deputy Porter
Lewis Property			9/16/2021: This is Litter Ordinance-- Building Official will contact Deputy Porter
Gene Couch			9/16/2021: This is Litter Ordinance-- Building Official will contact Deputy Porter
MDD Properties 4068 Mew Rd. Castlewood			9/16/2021: Building Office will contact Virginia Dept. of Health
36 Chiggersville Cir. Castlewood, VA	Dawn Leta Mack Glenda Hawkins	156 LE 3447	9/16/2021: House does not violate Dilapidated House Ordinance, appears Litter Ordinance-- Building Official will contact Deputy Porter
307 Old 65 Castlewood, VA	Mary Ann Holbrook	156 LE 3421	9/16/2021: Does not violate the Dilapidated Ordinance, falls under Litter Ordinance-- Building Official will contact Deputy Porter
79 Red Oak Ridge Rd. Castlewood, VA	Clinton C. or Shelby Salyers, Jr P.O. Box 275 Castlewood, VA 24224	156 R 2887	9/16/2021: Does not violate the Dilapidated Ordinance, falls under Litter Ordinance-- Building Official will contact Deputy Porter
284 Lower Bear Wallow Rd. Dante, VA	Eric Hurley or Valerie L 9852 Porterfield Hwy. Abingdon, VA	159 R IC 2225	9/16/2021: Does not violate the Dilapidated Ordinance, falls under Litter Ordinance-- Building Official will contact Deputy Porter

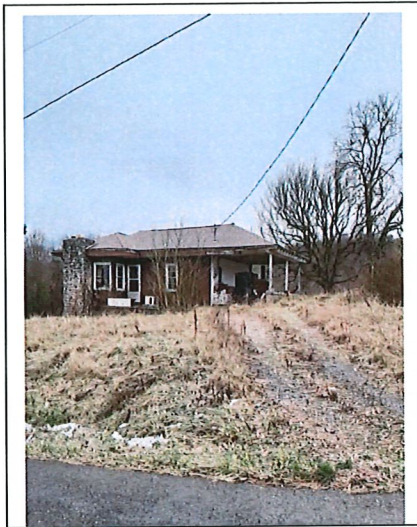
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Dilapidated Structure and Litter Reported Sites

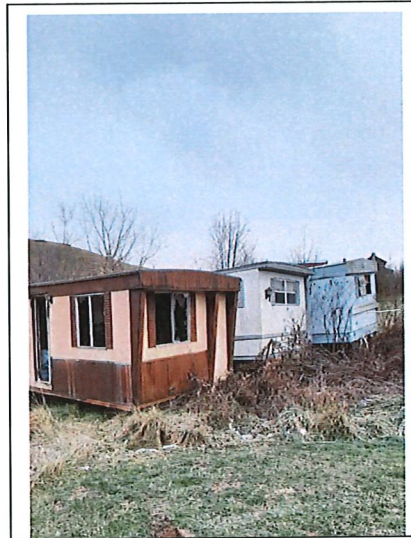
197 Straight Hollow Rd. Dante, VA	Mae Baker 1250 Warren Baker Dr. Castlewood, VA 24224	160 R IG 2451	9/16/2021: Does not violate the Dilapidated Ordinance, falls under Litter Ordinance-- Building Official will contact Deputy Porter
49 Upper Bear Wallow Dante, VA	Otis Strouth 3732 Hardy Hollow Rd. St. Paul, VA	159 R ID 2302	9/16/2021: Does not violate the Dilapidated Ordinance, falls under Litter Ordinance-- Building Official will contact Deputy Porter
Mew Rd. 307 Old 65 Castlewood, VA	Mary Holbrook 19 Holbrook Dr. Castlewood, VA 24224	156 LE 3421	1/10/2022: Complaint called into RC Building Authority 1/25/2022: This site was previously reported and turned over to Litter Officer. RC Building Official observed – appears to fall into parameters of Litter Ordinance
Walnut Hills St.	Gene Couch	156 R1R1	1/10/2022: Complaint called into RC Building Authority 1/25/2022: RC Building Official observed – appears to fall into parameters of Litter Ordinance
Old cinder block			1/25/2022: RC Building Official observed – Debris is located on State Right-of-Way

Denotes Recent Activity

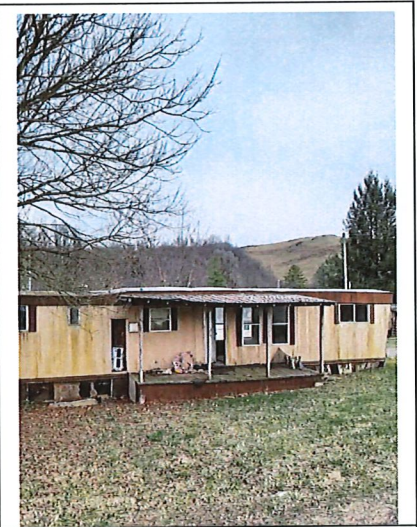
Dilapidated Structure and Litter Reported Sites



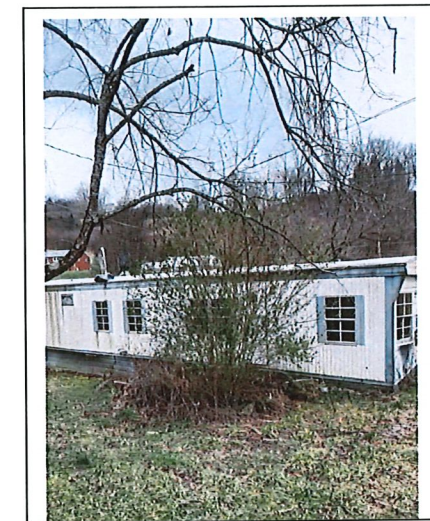
**518 Memorial Dr.
Castlewood, VA**



**Franks Dr. Mobile Home
Park**



139 Wohlford Cir



112 Wohlford Cir

Denotes Recent Activity

Dilapidated Structure and Litter Reported Sites



124 Wohlford Cir.

Denotes Recent Activity

Library Board of Trustees Meeting



Members Present			Members Absent
Susan Breeding	Yvonne Dye	Ann Monk	Kim Fife
Bob Breimann		Sharon Sargent	
Karen Davis	Sherry Lyttle	Sharon Van Dyke	

Chair Susan Breeding called the meeting to order 16 November 2021 at 5:02 pm.

Sharon VanDyke made and Sharon Sargent seconded a motion to approve the Agenda; motion passed.

Introductions:

Presentations:

Minutes: Ann Monk moved and Yvonne Dye seconded a motion to approve October minutes as distributed; motion passed.

Communications:

Financial: Sharon Van Dyke made and Karen seconded a motion to approve the bills; motion passed.

Staff Reports: Kelly McBride Delph reviewed reports.

Unfinished Business:

New Business: Bob moved and Sharon Van Dyke seconded a motion to allow the library to be a distribution point for free (VDH) covid tests provided that distribution may be limited to curbside or outside locker drop-off; motion passed.

Bob moved and Karen seconded a motion to adopt the RCPL Notary Public Policy; motion passed.

On behalf of the Nominating Committee, Ann presented a slate of Sharon Van Dyke, Secretary; Karen Davis, Vice-Chair; and Susan Breeding, Chair. The chair asked for any nominations from the floor. Hearing none, Sherry moved and Bob seconded a motion to close the nominations and elect the slate by acclamation; motion passed.

After review, Sharon Sargent moved and Ann seconded a motion to table the additional ARPA fund discussion.

Bob moved and Sherry seconded that in lieu of a December meeting, any bill in the ordinary course be paid and the December be suspended; motion passed.

After discussion it was decided by acclamation that the library be closed Sunday, Dec 26.

Review and Summary:

Sharon & Sharon made and seconded a motion to adjourn.

Respectfully submitted, Kelly McBride Delph

Secretary

Cannery Revenue Report FY 2021/2022

Castlewood

	In County Customers	In County Revenue	Cans Used	Glass Jars	Out of County Customers	Out of County Revenue	Cans Used	Glass Jars
July	10	\$ 43.85	0	249	5	\$ 113.80	0	585
August	16	\$ 216.30	0	1094	9	\$ 425.50	0	1145
September	6	\$ 65.60	0	340	13	\$ 952.97	0	2532
October	11	\$ 186.70	0	1249	14	\$ 689.80	0	1248
November	11	\$ 163.40	38	538	10	\$ 343.35	0	776
December	3	\$ 17.55	0	126	5	\$ 258.95	0	716
January	0	\$ -	0	0	0	\$ -	0	0
Total	57	\$ 693.40	38	3596	56	\$ 2,784.37	0	7002

Honaker

	In County Customers	In County Revenue	Cans Used	Glass Jars	Out of County Customers	Out of County Revenue	Cans Used	Glass Jars
July	10	\$ 53.20	0	255	2	\$ 25.90	0	74
August	25	\$ 1,456.85	715	741	2	\$ 38.30	0	76
September	18	\$ 821.45	560	734	2	\$ 64.80	0	108
October	15	\$ 123.15	0	753	5	\$ 188.80	0	297
November	12	\$ 223.05	13	1065	4	\$ 36.45	0	91
December	7	\$ 77.25	40	95	2	\$ 118.45	0	87
January	2	\$ 12.00	0	30	0	\$ -	0	0
Total	89	\$ 2,766.95	1328	3673	17	\$ 472.70	0	733

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

I. January 19, 2022 CPRWMA Board of Directors Roll Call for Quorum.

II. a) Approval of Minutes of the December 16, 2021 meeting.....1

Motion: _____ Seconded: _____

III. Administrative Business

a) Review CPRWMA Waste Stream Report December 2021.....5

b) Approval of the Treasurer's Report for the month of December 2021.....13

Motion: _____ Seconded: _____

c) CPRWMA Attorney's Report for December 2021.....Report

d) Litter and Recycling Report.....Toby

IV. Old Business

A) Review By-Laws.....Attorney

Motion: _____ Seconded: _____

V. New Business

A) Regional Solid Waste Management Plan 5 year update.....Toby

B) Renewal of the Users Agreement and Manpower Agreement with Counties.....Toby

Motion: _____ Seconded: _____

VI. Correspondence/Public Comment

➤ VA DEQ 2021 Financial Assurance for Permits at Buchanan, Dickenson and Russell Transfer Stations.

➤ VA DEQ 2020 Recycling Rate Report approval.

VII. Guest.....

VIII. Adjournment and Next Meeting.

Chair or Vice Chair conducting the meeting: _____

Motion: _____ *137 Highland Drive, P.O. Box 386, Lebanon, VA 24266*

Minutes submitted by: *Ray Peters and Sandra Honaker* edwards@bvua.net

www.cprwma.com



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

**Cumberland Plateau Regional Waste Management Authority
Monthly Board Meeting Minutes
December 16, 2021**

Members Present:

Jeff Cooper, Chairman
Carl Rhea
Ronald E. Peters
Damon Rasnick
Tim Lovelace
Tim Hess

Others Present:

Toby Edwards, Director
R. J. Thornbury, Legal Counsel
Saundra Honaker, Finance Officer
Danny Davis, BC Solid Waste
Michael Shields, wife, & Granddaughter,
DC Solid Waste
Chad Short, RC Solid Waste
Jeff Brown, Caterpillar

CALL TO ORDER: Chairman, Jeff Cooper, called the December 16, 2021, meeting of the Board of Directors to order at 5:11 PM. The Pledge of Allegiance and prayer were observed.

QUORUM: A quorum was established.

APPROVAL OF MINUTES: The minutes of the November 18, 2021, monthly meeting of the Board of Directors was presented for consideration. A motion was made by Carl Rhea and seconded by Damon Rasnick to approve the minutes as presented. Motion was ratified, voting as follows:

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

A motion to reconsider the minutes of the November 18, 2021, meeting was made by Damon Rasnick and seconded by Ron Peters. Motion was ratified, voting as follows:

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

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



A motion was made by Damon Rasnick and seconded by Ron Peters to delete language that the meeting time was changed, as it was only discussed at the last meeting and no motion was made, and approve the minutes as amended. Motion was ratified, voting as follows:

Damon Rasnick – Aye
Tim Lovelace – Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye
Tim Hess – Aye

ADMINISTRATIVE BUSINESS

WASTE STREAM REPORTS – November 2021: Toby Edwards reviewed the waste stream reports. Buchanan and Dickenson were down from last month, but Russell was up. The DEQ has reviewed the authority's financial assurance requirements and noted the CD deposit needs to be increased by \$10,000.00. This will have to be done next year when the CD renews in October 2022 and no action taken at this time.

TREASURER'S REPORT – November 2021: Ron Peters presented the CPRWMA Treasurer's Report, reporting the total cash balance was \$303,348.53 at the end of November. A motion to approve the report as presented was made by Tim Hess and seconded by Damon Rasnick. Motion was ratified, voting as follows:

Damon Rasnick – Aye
Tim Lovelace – Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye
Tim Hess – Aye

CPRWMA ATTORNEY'S REPORT:
Sections IV and V of the Agenda.

Rebecca Thornbury deferred comments until

LITTER AND RECYCLING REPORT:
the HHW events for the year.

Will be working in January to set up dates for

OLD BUSINESS

DISCUSSION ON UPDATING BY-LAWS: Rebecca stated that the by-laws need to be updated to reflect the Amended Articles of Incorporation which eliminated the member-at-large position on the Board and other updates may be warranted. Ms. Thornbury stated By-law amendments require two readings prior to any action thereon. A motion was made by Damon Rasnick and seconded by Ron Peters to table items until the next meeting at which time counsel will provide written copies reflecting any suggested changes. Motion was ratified, voting as follows:

Damon Rasnick – Aye
Tim Lovelace – Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye
Tim Hess – Aye

A motion was made by Damon Rasnick and seconded by Carl Rhea to amend the agenda to include the following:

Old Business – Straw poll for First Bank and Trust loan
New Business – Russell County Litter Officer

Motion was ratified, voting as follows:

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

STRAW POLL: Motion was made to ratify authorizaing Jeff Cooper (Chairman), Carl Rhea (Vice Chairman) and Ronald Peters (Secretary/Treasurer) to execute documents to finalize the loan through First Bank and Trust for the portable tire shredder purchase and to submit the following signed statement to First Bank and Trust:

“The First Bank and Trust has been awarded the bid for financing the remaining balance of the purchase of the Portable Tire Shredding Machine in the amount of \$76,000. The loan will be secured by the savings account at the interest rate of 1% above the interest being paid on the savings account and will be for a period of 60 months. Jeff Cooper (Chairman), Carl Rhea (Vice Chairman), and Ronald Peters (Secretary/Treasurer) have been authorized to sign the documents required by First Bank and Trust to secure this loan”.

The vote was (6 aye) (0 nay). A motion was made by Ron Peters and seconded by Tim Hess to approve this straw poll. Motion was ratified, voting as follows:

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

NEW BUSINESS

UNIFIRST UNIFORM RENTAL UPDATED AGREEMENT: The new uniform agreement was included in the Agenda packet for review. The Agreement is the same as currently under, but shows a price decrease to \$2,477.28 for six (6) employees. A motion was made by Carl Rhea and seconded by Damon Rasnick to approve and authorize Toby Edwards to sign this agreement for the upcoming year. Motion was ratified, voting as follows:

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

LOADER PURCHASE: Jeff Brown of Caterpillar presented three options for the acquisition of three loaders (one for each county). Board members agreed that option #1 would be the best choice through which the Authority would be purchasing the three loaders and financing them for 6 years (72 payments) in the amount of

\$6,813.53 per month. A motion was made by Ron Peters and seconded by Damon Rasnick to purchase the three loaders and under Option 1 financing. Motion was ratified, voting as follows:

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

A motion was made by Ron Peters and seconded by Tim Lovelace to authorize Chairman, Jeff Cooper, to sign and execute necessary documents to secure financing. Motion was ratified, voting as follows:

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

LITTER OFFICER Tim Lovelace proposed the possibility of the Authority employing a litter officer for all three counties. Currently, Buchanan and Dickenson have a litter officer and no action was taken.

CORRESPONDENCE

VA DEO 2021 FINANCIAL ASSURANCE FOR PERMITS AT BUCHANAN, DICKENSON AND RUSSELL TRANSFER STATIONS. Toby noted the correspondence was attached to the Agenda for review.

ADJOURNMENT AND NEXT MEETING

A motion was made by Damon Rasnick and seconded by Carl Rhea to have the next meeting on Wednesday, January 19th, 2022, at 5:00 PM at the government building in Lebanon and to adjourn the meeting. Meeting was adjourned at 6:19 PM. Motion was ratified, voting as follows:

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

Secretary/Treasurer

Date

Cumberland Plateau Regional Waste Management Authority

Cumberland Plateau Regional Waste Management Authority

Waste Stream Analysis

Period: December 15th, 2020 to December 30th, 2021

Buchanan County

Waste Material(s)	Dec 20- Jan 2021	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	Sept 2021	Oct-21	Nov 2021	Dec 2021	Totals Tons All Months	Average (Per Month) 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	1,032.87	13,129.81	
Commercial	247.95	210.80	178.04	238.26	286.74	185.49	221.37	236.41	323.03	270.07	201.35	149.27	228.78	2,748.78	
Construction															
Debris	4.59	10.28	86.76	167.17	33.88	61.49	90.97	38.54	91.00	172.46	69.61	21.26	50.15	848.01	
Yard/Ash Waste	0.00	0.00	0.00	0.00	34.28	0.36	54.80	3.58	0.54	0.00	13.12	15.93	63.06	122.61	
Mine Waste	248.00	377.82	466.81	565.89	439.82	339.21	333.95	261.80	458.31	357.61	297.56	224.35	260.77	4,371.13	
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	
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	27.40	17.94	72.88	41.58	39.78	39.58	48.64	27.66	16.47	40.19	20.73	35.70	29.50	428.55	
White Goods	0.59	0.00	5.85	0.00	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Litter Pick-up	9.35	3.10	7.85	13.14	5.44	7.56	1.07	2.60	8.93	1.77	2.09	0.19	6.21	63.09	
Illegal Dumps	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	
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	0.00	
Carcass	0.50	0.42	0.11	0.12	0.00	1.34	0.25	1.70	0.32	0.21	0.76	0.25	0.88	5.98	
Storm Debris	0.00	0.00	13.79	40.68	0.00	0.00	0.00	0.00	260.67	3.61	212.56	147.41	91.77	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	1,763.99	24,167.12	1,866.93
Town of Grundy		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		

Dickenson County

Waste Material(s)	Dec 20- Jan 2021	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	Sept 2021	Oct 2021	Nov 2021	Dec 2021	Totals from all Columns	Average (Per Month) Tonnage
Household	597.15	511.39	610.53	730.97	683.19	664.36	652.89	607.05	715.02	648.79	632.89	575.49	662.98	7,629.72	
Commercial	118.85	131.77	133.76	135.82	198.99	151.04	200.34	133.02	194.26	156.50	138.36	91.93	138.50	1,784.64	
Construction															
Debris	4.12	23.76	100.60	25.41	16.97	18.69	28.33	47.77	26.06	130.15	28.07	9.14	49.86	459.07	
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	
Mine Waste	220.80	283.57	233.28	231.36	248.11	187.92	205.09	202.64	189.26	198.91	219.01	184.76	267.90	2,604.71	
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	
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	19.96	31.80	9.05	14.67	17.00	16.33	21.23	15.91	26.85	21.96	22.43	230.40	
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	
Carcass	0.00	0.07	0.05	0.00	0.02	0.00	0.05	0.06	0.00	0.05	0.00	0.17	0.30	0.47	
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	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	
Illegal Dumps/Cleanups	4.41	0.54	0.70	3.73	0.94	1.44	0.53	1.63	0.80	1.12	0.23	0.71	2.47	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	1,144.44	13,870.23	1,060.48
Town of Clintwood	0.00	0.00											0.00		

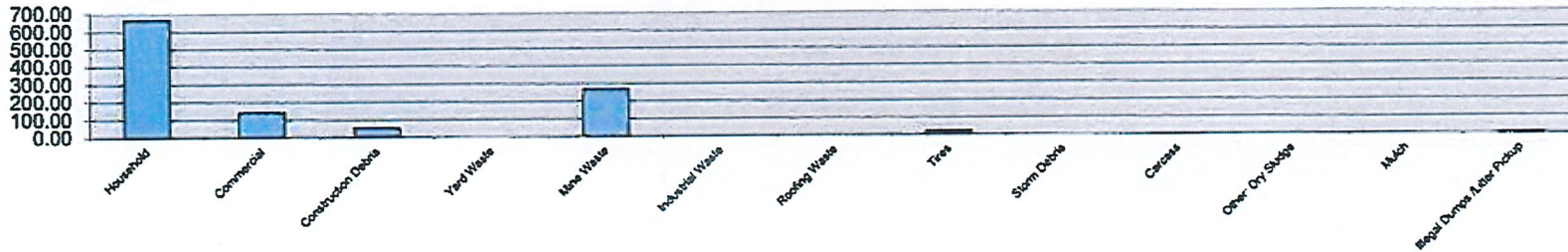
Cumberland Plateau Regional Waste Management Authority

Russell County															Average (Per Month) Tonnage
Waste Material(s)	Dec 20- Jan 2021	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	Sept 2021	Oct 2021	Nov 2021	Dec 2021	Totals from all Columns	
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	1,186.29	1,264.10	1,234.77	15,577.10	
Commercial	125.88	96.49	120.61	128.56	170.90	98.70	131.65	125.82	124.99	100.22	122.72	104.52	120.88	1,451.06	
Construction															
Debris	96.18	44.28	44.38	113.81	73.16	104.61	65.56	134.60	54.92	64.05	107.17	84.47	46.84	987.19	
Yard/Ash 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	
Mine 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	
Industrial 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	19.73	338.37	
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	21.47	8.52	14.06	10.55	39.40	25.26	13.86	17.18	20.38	21.85	7.10	19.56	11.90	219.19	
White 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	17.40	
Pallates	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	
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	0.00	
Contaminated															
Recycle	0.00	0.00	0.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.54	0.80	
Illegal Dumpsite	3.93	0.00	0.96	5.76	0.72	13.40	14.19	16.84	6.16	6.35	1.69	0.51	0.04	70.51	
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	
Carcass	1.41	2.30	4.35	0.88	0.84	0.48	1.39	0.60	1.11	17.27	11.91	1.82	1.94	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	1,459.64	20,165.62	
Town of Lebanon	0.00			0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00		
Town of Honaker	0.00											0.00	0.00		
Town of Cleveland	0.00			0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00		
													Total FY 2020-2021	58,202.97	

Cumberland Plateau Waste Stream Analysis Report

Dickenson County Waste Stream Analysis																	
Period: December 1, 2021 to December 30, 2021																	
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)
Household	682.98	575.49	616.42	545.94	498.00	554.19	575.25	610.26	529.76	518.64	577.59	621.39	592.32	649.05	611.01	705.17	700.07
Commercial	138.50	91.93	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	49.86	9.14	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	287.90	184.76	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	22.43	21.96	17.69	13.60	5.52	8.56	12.19	8.30	10.15	6.51	4.79	10.01	13.85	16.66	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	0.30	0.17	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	0.00
Illegal Dumps /Litter Pickup	2.47	0.71	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
	1,144.44	884.16	1,111.47	872.18	795.64	767.49	625.01	622.65	815.37	866.61	982.91	958.51	883.27	906.42	922.52	903.68	950.02

Dickenson County Waste Stream Analysis
(This Month)



Total Tonnage includes the following towns:
Town of Clintwood 0

Town of Clinchco 0

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Cumberland Plateau Regional Waste
Management Authority

Cash Flow Statement

December 2021

Cash Balance -Nov 30, 2021 303,348.53

Cash Received - Tipping Fees:

Buchanan (Nov)	76,375.17
Dickenson (Nov)	51,092.29
Russell (Nov)	64,931.25
Buchanan (Dec)	71,546.19

263,944.90

Bank Interest 76.78

Cash Expenditures

Cash Expenditures - Dec 2021 (242,917.51)

Cash Balance - December 31, 2021

324,452.70

Fund Balances:	
Capital Equip Replacement Fund	165510.00
DEQ C/D	25022.46
	25022.46

Total in Bank	514,985.16
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Fund Balances:

Capital Equip Repl:

DEQ C/D

**Cumberland Plateau Regional
Check Register
For the Period From Dec 1, 2021 to Dec 31, 2021**

Filter Criteria Includes: Report order is by Check Number.

Check #	Date	Payee	Amount
	12/1/21	Anthem HealthKeepers, Inc.	614.88 Toby's Health/Vision/Dental
	12/16/21	Caterpillar Financial Services Corp	6,218.75 Loan Payment
	12/15/21	TAG Resources, LLC	245.00 Employee 401k
	12/17/21	BCA Industries	65,620.00 Tire Shredder BCA
	12/17/21	First Bank & Trust	20.00 Bank Wire Fee
	12/31/21	TAG Resources, LLC	245.00 Employee 401k
1,14,22	12/31/21	United States Treasury	1,455.00 Federal Withholding
1,25,22	12/31/21	VA Dept of Taxation	291.34 State Withholding
13552	12/1/21	Verizon	82.96 BC Phone
13553	12/1/21	Appalachian Power Company	130.51 RC Electric
13554	12/1/21	Unifirst Corporation	418.20 Uniform Nov/21
13555	12/1/21	Appalachian Power Company	559.19 BC Electric
13556	12/1/21	Verizon	131.92 RC Phone
13557	12/1/21	Point Broadband	87.49 DC Phone
13558	12/1/21	Point Broadband	91.03 Office Phone
13559	12/1/21	Anchorage Photo Circle	33.98 BC Supplies
13560	12/1/21	Lebanon Block & Supply	103.88 RC Sta Maint
13561	12/1/21	Vansant Lumber Company	14.99 BC Supplies
13562	12/1/21	Crystal Springs	59.92 RC Supplies
13563	12/1/21	Buchanan County PSA	46.90 BC Utility
13564	12/1/21	Cantwood Lumber and Supply Co., Inc.	37.95 DC Sta Maint
13565	12/16/21	Pest Control Plus, Inc.	120.00 BC/DC/RC Pest \$40 ea
13566	12/16/21	Honaker Solutions, LLC	800.00 Accounting Dec/21
13567	12/16/21	Honaker Solutions, LLC	200.00 Christmas
13568	12/16/21	Industrial Development Authority	200.00 Office Rent Jan/22
13569	12/16/21	Dominion Office Products, Inc.	128.52 RC Supplies
13570	12/16/21	Mansfield Oil Company	507.73 Vehicle Fuel
13571	12/16/21	Alderson Construction	350.00 DC Sta Maint
13572	12/16/21	Vansant Lumber Company	144.46 BC Supplies
13573	12/16/21	Fields Restaurants, LLC	119.94 Meal CPR/First Aid Class
13574	12/16/21	Dickenson Co Public Service Authority	42.25 DC Utility
13575	12/16/21	IGO Technology	115.85 BC Internet
13576	12/16/21	Pump House Supply	34.15 BC Sta Maint
13577	12/16/21	Appalachian Power Company	602.19 DC Electric
13578	12/16/21	Appalachian Power Company	219.24 RC Electric
13579	12/16/21	Appalachian Power Company	201.06 RC Electric
13580	12/16/21	Verizon	82.96 BC Phone
13581	12/16/21	Verizon	36.32 RC Phone
13582	12/16/21	WM Corporate Services, Inc.	58,750.88 BC Tipping/Haul
13583	12/16/21	WM Corporate Services, Inc.	33,915.88 DC Tipping/Haul
13584	12/16/21	WM Corporate Services, Inc.	54,174.40 RC Tipping/Haul
13585	12/16/21	First Bank & Trust	1,300.75 Loan Payment
13586	12/16/21	Advance Auto Parts	738.20 Office Vehicle \$115.99 DC Sta Maint \$217.14 BC Supplies \$203.84 RC Supplies \$201.23
13587	12/16/21	Card Services Center	616.78 Travel (Applebees) \$70.14 Travel (Cracker Barrel) \$37.64 Travel (Subway) \$28.02 Travel (Hampton Inn) \$108.58 Board Meeting (Pat's) \$117.97 RC Equip Repair (Buty) \$92 Website Hosting \$184.23
13588	12/16/21	Justice Law Office	281.00 Legal Nov/21
13589	12/16/21	Freedom Ford of Claypool Hill LLC	51.34 Vehicle Maint
13590	12/16/21	Northern Tool & Equipment	102.50 DC Sta Maint
13591	12/16/21	Dominion Office Products, Inc.	17.40 Office Supplies
13592	12/16/21	Innovative Technology Solutions	447.90 IT Support
13593	12/30/21	Mansfield Oil Company	70.18 Vehicle Fuel
13594	12/30/21	Cox Security Services	323.91 BC/DC/RC Security \$107.97 ea.
13595	12/30/21	Verizon	109.92 RC Phone
13596	12/30/21	Point Broadband	87.49 DC Phone
13597	12/30/21	Point Broadband	91.03 Office
13598	12/30/21	Crystal Springs	10.99 RC Supplies
13599	12/30/21	Fields Restaurants, LLC	380.00 Board Meeting 12/16/21
13600	12/30/21	83 Gas & Grocery, Inc.	1,342.14 DC Fuel
13601	12/30/21	Central Scale, Inc.	1,800.00 BC/DC/RC Inspection \$600 ea
13602	12/30/21	Unifirst Corporation	434.08 Uniforms Dec/21
13603	12/30/21	TAG Resources, LLC	1,100.00 Admin Fee & Bond
13604	12/30/21	Northern Tool & Equipment	137.30 DC Sta Maint
13605	12/31/21	Ballad Health	500.00 Toby FSA 2021
PR12121	12/1/21	Jeffery S. Cooper	184.70 Director's Compensation
PR12121	12/1/21	Carl Rhisa	184.70 Director's Compensation
PR12121	12/1/21	Ronald E. Peters	184.70 Director's Compensation
PR12121	12/1/21	Damon Rasnick	184.70 Director's Compensation
PR12121	12/1/21	Tim Lovelace	184.70 Director's Compensation
PR121621	12/15/21	Toby F. Edwards	2,500.12 Toby Salary 1st half
PR123021	12/30/21	Toby F. Edwards	2,500.12 Toby Salary 2nd half
Total			242,917.51

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

	Expenditures	FY 2021-22	
	Thru 12/31/2021	Budget	
Direct Expenses:			
Transport/Disposal	917,475.14	1,482,992.00	
Tire Recycling	-	15,000.00	
HHW Event	1,886.75	12,000.00	
Other Reimbursed Expenses	-	-	
	919,361.89	1,509,992.00	
Overhead Expenses:			
Debt Service - Loaders	37,312.50	75,000.00	50%
Debt Service - 1st Bank (Tire Shredder)	1,300.75	-	
Other Disposal	-	2,000.00	0%
Utilities:			
Buchanan	3,160.65	5,100.00	62%
Dickenson	2,207.51	4,500.00	49%
Russell	1,710.69	4,500.00	38%
Supplies:			
Buchanan	1,053.91	2,500.00	42%
Dickenson	242.54	2,500.00	10%
Russell	1,044.95	2,500.00	42%
Fuel:			
Buchanan	5,436.50	7,000.00	78%
Dickenson	4,285.11	4,500.00	95%
Russell	2,678.29	7,000.00	38%
Telephone:			
Buchanan	1,052.32	1,500.00	70%
Dickenson	976.60	1,100.00	89%
Russell	1,213.32	2,000.00	61%
Station Maintenance/Improvements:			
Buchanan	4,084.50	30,000.00	14%
Dickenson	10,344.27	30,000.00	34%
Russell	14,427.17	30,000.00	48%
Loader/Equip Maintenance:			
Buchanan	39,181.10	23,000.00	144%
Dickenson	8,710.93	23,000.00	38%
Russell	33,542.74	23,000.00	146%
Transfer Station Permits and Management:			
Station Permits	19,404.00	20,000.00	97%
VACO Insurance	14,697.00	18,000.00	82%
Management & Fringe	47,328.75	90,000.00	53%
Finance Manager	4,950.00	9,000.00	55%
Legal	5,143.88	12,000.00	43%
IT Support	3,430.00	4,000.00	86%
Office Rental/Internet/Cell/Office Supplies	2,884.17	5,000.00	58%
Directors Comp & PR Tax	7,535.50	18,100.00	42%
Professional Fees (Audit)	-	7,200.00	0%
Meeting Expense	2,455.17	3,000.00	82%
Travel	1,691.26	1,000.00	169%
Supplies:	82.29	1,000.00	8%
Dues/Licenses	-	400.00	0%
Vehicle Expense	1,664.04	2,500.00	67%
Uniform Rentals	3,974.41	4,000.00	99%
Advertising	457.23	2,000.00	23%
Projects-Tire Shear DC&RC	-	20,000.00	0%
Reserves/Equip/ Emergency Fund	-	2,000.00	0%
OVERHEAD SUBTOTAL	283,664.05	499,900.00	
Tire Machines/Shearer	147,820.00	-	
TOTAL EXPENSES	1,350,845.94	2,009,892.00	

*Management Breakdown	
Toby Health	2112.81
Toby Salary	37723.76
401K Cost/Contribution	4106.23
Taxes	2885.95
FSA	500
	47328.75
Directors Comp & Taxes	
Salary	7000
Taxes	535.5
	7535.5
Office Breakdown	
Phone/int	679.43
Rent	1200.00
Postage	303.2
Office Sup	661.54
Bank Charge	40.00
	2884.17

**Overhead Rate per County

Rate begins July 1st
 13,886.11

**USER AGREEMENT
FOR
SOLID WASTE DISPOSAL**

THIS AGREEMENT, made and executed this the _____ day of _____, 2022 by and between the COUNTY OF DICKENSON, Virginia, the COUNTY OF BUCHANAN, Virginia, and the COUNTY OF RUSSELL, Virginia, political subdivisions of the COMMONWEALTH OF VIRGINIA, hereinafter referred to as “Users,” and the CUMBERLAND PLATEAU WASTE MANAGEMENT AUTHORITY, a body politic and corporate and a political subdivision of the COMMONWEALTH OF VIRGINIA, an Authority created by the aforesaid Users, pursuant to the Virginia Water and Sewer Authorities Act, hereinafter referred to as “Authority.”

ARTICLE I – BASIC INTENT AND PURPOSE

1. This Agreement is entered into as authorized by the Virginia Water and Waste Authorities Act, Va. Code Ann. § 15.2-5100 *et seq.* (hereinafter the “Act”).
2. The Authority has all the powers, rights and duties as described in the Act and as specified in its Articles of Incorporation and may exercise the same in the performance of its functions as set out in the Act.
3. The purposes for which the Authority was created are to acquire, purchase, lease as lessee, construct, reconstruct, improve, extend, operate, maintain and finance a Garbage and Refuse Collection and Disposal System, as that term is defined in the Act, within, without, or partly within and partly without the Counties of Buchanan, Dickenson and Russell, Virginia.
4. The Authority, subject to the terms and conditions hereinafter set out, desires to maintain a safe, sanitary and environmentally sound Disposal System (hereinafter defined) and for and by such Disposal System to accept and dispose of the Disposable Solid Waste (as the term is defined herein, and hereinafter referred to as DSW) of the Users.
5. The Users, subject to the terms and conditions hereinafter set out, desire to use the Authority’s Disposal System by for the disposal of DSW generated within, collected by, or otherwise under the control of the User.

6. The Disposal System shall be established, operated and maintained in accordance with the Authority's Plan of Operation, attached hereto and made a part hereof, which is intended to be effective upon the date of execution of this Agreement, and which may be amended by the Authority from time to time.

ARTICLES II – DEFINITIONS

1. Disposable Solid Waste (hereinafter DSW) – Any Solid Waste other than Hazardous Waste, specifically including Processible Solid Waste, Special Waste (approved, as set forth in the Plan of Operation) and Non-Processible Solid Waste (as such terms are defined in the Plan of Operation).
2. Disposal System – All those facilities owned, leased or operated by the Authority designed to collect, manage and/or dispose of Solid Waste and those designed to accomplish recycling and/or volume waste reduction by methods other than DSW; and the land, structures, vehicles and equipment for use in connection therewith.
3. Hazardous Waste – a Solid Waste or combination of Solid Waste which, because of its quantity, concentration or physical, chemical or infectious 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 Disposal System, or the environment when improperly treated, stored, transported, disposed of or otherwise managed. The foregoing definition is intended to include any waste now or hereafter designated as “hazardous” by State or Federal agencies (including the United States Environmental Protection Agency) with jurisdiction and authority to promulgate and enforce rules and regulations for the handling and disposal of hazardous and other wastes.
4. Non-Conforming Waste -- (a) Any waste excluded from the definition of Solid Waste and (b) Special Waste (as defined in the Plan of Operation) which has not been approved by the Authority.
5. Plan of Operation – A plan adopted by the Authority, as amended or supplemented, setting forth the types of material acceptable to the Authority for disposal, the times and places where material will be received by the Authority, the methods of collecting fees charged by the Authority for disposal service, and such other

information as will describe operational procedures, control use of the Disposal System and provide instruction and guidelines to users of the Disposal System.

6. Solid Waste – Any garbage, trash, brush, refuse, sludge (as defined in the Plan of Operation) and other discarded material, including solid, liquid, semi-solid or contained gaseous material, resulting from industrial, commercial, mining and agricultural operations and from community activities and residences, but does not include: (i) solid and dissolved materials in domestic sewage; (ii) solid or dissolved material in irrigation return flows or in industrial discharges which are sources subject to permit from the State Water Control board; (iii) source, special nuclear, or by-product material as defined by the Federal Atomic Energy Act of 1954, as amended; (iv) to the extent such Solid Waste is transported from the Transfer Stations to any landfill operated by an entity other than the Authority, and other materials not allowed under the permits, licenses and approvals relating to such landfill; or (v) asbestos.

Tipping Fee – The charge made by the Authority for the disposal of DSW (as set forth in the Plan of Operation). The Tipping Fee shall be calculated by determining the total of: (a) the disposal fee charged by any landfill operator with whom the Authority may contract for the ultimate disposal of any Solid Waste delivered hereunder; (b) the transportation costs incurred in the transport of DSW from the Authority's Transfer Stations to any such landfill; (c) the amount of principal premium, if any, and interest or any other amounts due, or to become due, with respect to any indebtedness of the Authority or required to avoid a default with respect to such indebtedness; and (d) all expenses of the Authority relating to the operation and maintenance of the Disposal System, (excluding administrative costs defined below) including any reserves required by Authority. This amount shall be divided by the tonnage projected to be received to derive a cost per ton to be charged for use of the Disposal System. The parties agree to annually review the component costs making up the tipping fee to make appropriate annual adjustment to said tipping fee. The annual adjusted tipping fee is subject to the approval Board of Supervisors of each of the Users and the Board of the Authority.

Administrative Fee—The Authority has administrative costs that include the following items: salary and fringe benefits of Authority employees; legal costs; and bookkeeping costs. The total monthly administrative costs of the Authority shall be divided equally among the Users and paid through monthly invoices submitted to the Users by the Authority.

ARTICLE III – TERM OF AGREEMENT

1. This Agreement shall become effective and operations hereunder shall commence on July 1, 2022. This Agreement shall be binding upon the parties, commencing upon the execution hereof, and extending for a period of one (1) year. At the end of one year the term shall automatically renew for subsequent period of same length as the initial term unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the current term.

ARTICLE IV – DELIVERY CONDITIONS

1. The Users hereby agree to deliver or cause to be delivered to the Disposal System in accordance with the Plan of Operation substantially all (at least 95 percent per year) of the DSW which is generated or collected by or within or under the control of each of the Users from the effective date of this Agreement. Each of the Users will also use best efforts to enter into contractual agreements with each locality, generator and commercial hauler of DSW in their respective counties for their use of the Disposal System.
2. Subject to the terms and conditions of this Agreement and the Plan of Operation, the Authority hereby agrees to receive and accept all DSW delivered to the Disposal System by each of the Users after the effective date of this Agreement and throughout the remaining term of this Agreement.
3. The Authority shall provide one or more Transfer Stations to each of the Users for the disposal of DSW. The location of all Transfer Stations shall be specified in the Plan of Operation. The Authority shall have the right to designate a separate point or points of delivery for any grades or categories of DSW which in its opinion require special handling or methods of disposal.
4. The Users hereby agree not build or, to the extent of their legal authority, allow to be built any facilities that would compete with the Disposal System during the duration of the term of this Agreement.

ARTICLE V – CHARGES AND FEES FOR USE OF AUTHORITY DISPOSAL SYSTEM

1. The Users agree to pay to the Authority rates, fees, and other charges as approved by the Authority's Board of Directors in compliance with Va. Code Ann. §15.2-

5136 subject to approval of the Board of Supervisors of each User. The Authority agrees to comply with § 15.2-5136 when fixing rates, fees, and other charges. The Authority may, but is not obligated to, establish individual fee schedules for various types of users and grades or categories of DSW which require special handling or methods of disposal. It is understood between the parties that the Authority may establish a special schedule of fees, at its sole discretion, for individuals who may deliver Household DSW (as defined in the Plan of Operation) to the Authority for disposal in a privately-owned automobile or a low side pickup. Each of the Users shall have the right to set the fees to be charged to the public at each transfer station in their respective county for the disposal of DSW.

2. The Authority shall invoice each User for the Tipping Fees on a monthly basis (within ten (10) days after the end of the month). Such invoices will show the total tonnage received by the Authority attributable to the User during the billing period of all DSW. Such invoices shall be due and payable without offset within Thirty (30) days of the date of the invoice.
3. The DSW delivered to the Disposal System will be weighed for the purpose of determining the actual tonnage received. Fractions of tons actually received shall be invoiced on an accumulated basis each month. In the event of malfunction of the Authority's weighing scales or other measuring device, an estimate of the amount of DSW received will be computed based on the average amount received per vehicle, when dumping records for such vehicle for the six (6) months immediately preceding are available, or when such records are not available, will be computed based on the average amount received per vehicle of like size and/or compaction ratio.
4. The Authority shall keep proper books and records in accordance with generally accepted accounting principles which shall be available for inspection by the User at all reasonable times.
5. Any proposed amendment of rates, fees or other charges imposed by the Authority on the Users pursuant to this Agreement is subject to approval by the Users after the Authority has provided adequate documentation to demonstrate that an increase or decrease is necessary under § 15.2-5136.

ARTICLE VI – TITLE TO SOLID WASTE; LIABILITY FOR SOLID WASTE

1. Title to all DSW delivered to the Disposal System by each of the Users shall pass to the Authority when recorded by the Authority's weighing scales or other measuring devices at the Authority's facilities, **EXCEPT** that title to Hazardous Waste and Non-Conforming Waste shall not vest or pass to the Authority, even if Hazardous Waste and Non-Conforming Waste is delivered to and unknowingly accepted by the Authority. Inoperability or unavailability of the Authority's measuring devices shall not alter the transfer of title to DSW delivered to and accepted by the Authority.
2. In the event that Hazardous Waste is inadvertently or unknowingly delivered to and/or accepted by the Authority, it is understood and agreed between the parties that liability for any environmental contamination, adverse effects, penalties or damages resulting from, and necessary costs of correction, may be imposed upon the Users by any regulatory bodies with adequate jurisdiction.

ARTICLE VII – DEFAULT

1. In the event of default, the non-defaulting party shall have the right, but not the obligation, to cure such default and to charge the defaulting party for the cost of curing said default, and to obtain reimbursement thereof.
2. Upon the occurrence of a default by the Authority hereunder, any of the Users, after giving notice of such default to the Authority, may bring appropriate legal proceedings to require the Authority to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement.
3. Upon the occurrence of a default by any User, the Authority, after giving notice of such default to all parties, may bring appropriate legal action to require the User to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement. However, prior to the Authority initiating legal action against a User, the Authority must give the User written notice of the default and provide the User thirty (30) days to cure said default.
4. No remedy in this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition

to every other remedy given under this Agreement or now or hereafter existing as provided by law.

ARTICLE VIII – NO PARTNERSHIP

Nothing herein shall be construed to constitute a joint venture between the Authority and the Users or the formation of a partnership.

ARTICLE IX – FORCE MAJEURE

1. Failure of any party to perform hereunder, including failure of any User to deliver or cause to be delivered DSW, or inability of the Authority to accept DSW, by reason of Force Majeure (as defined in the Plan of Operation) shall not constitute a default or be cause for termination of this Agreement. However, the party so failing to perform shall immediately notify the other party of the failure, including reasons thereof, and shall make reasonable efforts to correct such failure to perform at the earliest possible date.
2. If, by reason of Force Majeure, the Authority cannot accept DSW at the Transfer Station located within the User's region, the Authority shall immediately provide for and notify the User of an alternate delivery points(s).
3. Solely in the event that no facilities of the Authority are available for disposal of DSW the User shall have the right, but not the obligation, to dispose of or cause to be disposed of DSW at locations other than the Transfer Station located within the User's region until the cause of the Authority's inability to accept the User's DSW is cured, but not thereafter.

ARTICLE X – EXTENT OF AGREEMENT

This Agreement, together with the Plan of Operation, represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be modified, altered or amended unless in writing and signed by the parties.

ARTICLE XI – GENERAL

1. In the event that any provisions of this Agreement shall be held to be invalid, the remaining provisions shall be valid and binding upon the parties.
2. One or more waivers by either party hereto of performance of any obligation and/or covenant hereunder shall not be construed as a waiver of subsequent breach of any obligation and/or covenant.
3. Neither the Users nor the Authority shall delegate or assign duties under this Agreement without the written consent of the others.
4. The construction and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Virginia. In the event of a dispute between the Authority and a User, the venue for resolution of that dispute shall lie in the Circuit Court of the User. In the event a dispute between the Authority and two or more Users occurs or a dispute occurs between or among Users, the Chief Judge of the 29th Judicial Circuit shall determine the venue and appoint a judge to hear the case.
5. Any notices hereunder shall be in writing addressed to the party as set forth below or at such other address as may be designated in writing to the other parties hereto.
6. In the event that the Authority has a surplus at the end of any fiscal year, such surplus funding shall be divided per cost by each individual county. This Formula is based on actual costs paid for in the line items approved in the Authority’s fiscal budget. Any balance at the end of the fiscal year would be refunded based on the balance from their counties line item.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed and attested by duly authorized officials as of this the ____ day of _____, 2022.

Cumberland Plateau Regional Waste Management Authority

By _____ (SEAL)

CPRWMA Chairman, David Eaton
135 Highland Drive, Suite C
Lebanon, Virginia 24266
Telephone: (276) 883-5403

ATTEST:

_____(SEAL)
CPRWMA Secretary, Ronald Peters

APPROVED AS TO FORM ONLY:

_____(SEAL)
Phillip Justice, Esq.
Counsel for the CPRWMA

**COMMONWEALTH OF VIRGINIA,
AT LARGE, to wit:**

The foregoing contract was subscribed and acknowledged before me by Jeff Cooper, Chairman of the CPRWMA Board, Ronald Peters, Secretary of the CPRWMA and Phillip Justice, Counsel for CPWRMA this the ____ day of _____ 2022 in _____ County, Va.

NOTARY PUBLIC

My Commission expires: _____
My Registration # is _____

Dickenson County Board of Supervisors

By _____(SEAL)

Peggy Kiser, Chairwoman
P.O. Box 1098
Clintwood, Virginia 24228
Telephone: (276) 926-1676
Fax: (276) 926-1649

ATTEST:

_____(SEAL)
Larry Barton., County Administrator

APPROVED AS TO FORM:

_____(SEAL)
William Sturgill, Esq. County Attorney of Dickenson County, Va.

COMMONWEALTH OF VIRGINIA,
AT LARGE, to wit:

The foregoing contract was subscribed and acknowledged before me by Peggy Kiser, Chairman of the Dickenson County Board of Supervisors, Larry Barton, County Administrator the Dickenson County, Va. and William Sturgill, County Attorney of Dickenson County, Va., this the ____day of _____ 2019 in _____ County, Va.

NOTARY PUBLIC

My Commission expires: _____.
My Registration # is _____.

Buchanan County Board of Supervisors

By _____(SEAL)
Jeff Cooper, Chairman
P.O. Drawer 950
Grundy, Va. 24614
Telephone: 276-935-6503
Fax: 276-935-4479

ATTEST:

_____(SEAL)
Robert Craig Horn
County Administrator

APPROVED AS TO FORM:

_____(SEAL)
Lawrence L. Moise III, Esq.,
County Attorney

COMMONWEALTH OF VIRGINIA,
AT LARGE, to wit:

The foregoing contract was subscribed and acknowledged before me by Jeff Cooper Chairman of the Buchanan County Board of Supervisors, Robert Craig Horn, County Administrator and Lawrence L. Moise III, County Attorney this the ____ day of _____ 2022 in _____ County, Va.

NOTARY PUBLIC

My Commission expires: _____.
My Registration # is _____.

Russell County Board of Supervisors

By _____ (SEAL)

Lou Ann Wallace, Chairwoman
137 Highland Drive
Lebanon, Va. 24266
Telephone: 276-889-8000
Fax: 276-889-8011

ATTEST:

(SEAL)

Lonzo Lester
County Administrator

APPROVED AS TO FORM:

(SEAL)

Katie Patton, Esq.,
County Attorney

**COMMONWEALTH OF VIRGINIA,
AT LARGE, to wit:**

The foregoing contract was subscribed and acknowledged before me by Lou Ann Wallace, Chairwoman of the Russell County Board of Supervisors, Lonzo Lester, County Administrator and Katie Patton, Esq. County Attorney, this the ____ day of _____ 2019 in _____ County, Va.

NOTARY PUBLIC

My Commission expires: _____.
My Registration # is _____.

**CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY
MANPOWER SERVICE AGREEMENT**

THIS AGREEMENT made as of this _____ day of _____, 2022, by and between Cumberland Plateau Regional Waste Management Authority (hereinafter referred to as the "Authority") and the County of Buchanan, Virginia, a political subdivision of the Commonwealth of Virginia, (hereinafter referred to as "County").

WHEREAS, the Authority, after causing the construction thereof, has agreed to operate and manage a transfer station in the County of Buchanan to ensure the availability of an economical and environmentally sound method to handle and dispose of solid waste generated in Buchanan County; and

WHEREAS, the Authority desires to secure manpower services to operate the Authority's transfer station; and

WHEREAS, the County has offered to provide said manpower services; and

WHEREAS, the Authority agrees to retain County for manpower services in order to efficiently and economically operate the Authority's transfer station in Buchanan County; and

WHEREAS, in reliance on this Agreement, the County will employ the personnel necessary to ensure County's performance hereunder and will provide a leachate truck for the purpose of pumping and transporting leachate from the transfer station to an approved disposal location.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

REPRESENTATIONS AND CERTIFICATIONS

Both parties hereto specifically represent and certify that each has (1) reviewed and

understands the terms and conditions as stated herein; (2) that each has the requisite right, power and authority necessary for the execution hereof; and (3) that any and all requirements imposed by the Virginia Public Procurement Act have been satisfied.

Both parties hereto, by the execution hereof, expressly and unequivocally agree, that County shall be considered as an Independent Contractor hereunder and that no liability resulting from any willful or negligent act or failure to act by County's employees shall be attributable to the Authority. The County specifically agrees unless otherwise prohibited by law, to fully indemnify and protect the Authority from any suit or claim arising out of any breach of this Agreement by the County. The Authority specifically agrees unless otherwise prohibited by law, to fully indemnify and protect the County from any suit or claim arising out of any breach of this Agreement by the Authority.

AUTHORITY AND COUNTY OBLIGATIONS

The Authority agrees to be responsible for costs associated with the operation of the transfer station *except* those cleaning and personal hygiene items, wages, taxes, workmen's compensation insurance, liability insurance and other fringe benefits paid to, or for the benefit of, the workers employed by the County assigned to the Authority's transfer station.

QUALITY OF SERVICE ON PERSONNEL/PERFORMANCE EVALUATION

The Authority shall maintain the Transfer Station open for performance of this Agreement between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, excluding observed holidays as provided for in the User Agreement executed between the Authority and the County. If the County wishes to open additional hours, it shall do so at its own manpower expense. The actual operating hours may be altered, provided both parties agree to changes in the normal posted hours.

SCOPE OF SERVICE CONTRACTOR OBLIGATIONS

The County shall be responsible for securing necessary certification and approvals from relevant federal, state and local governmental agencies having jurisdiction over its personnel; provided however, the Authority shall retain responsibility for obtaining all permits and approvals relating to the general operation of the Transfer Station. During the term hereof, the County shall provide the personnel certified by the Virginia Department Of Professional and Occupational Regulations for the daily operation of the Transfer Station, all in compliance and certified with applicable laws and regulations. Transfer Station personnel will report directly to the County Administrator and the Authority's Director of Waste Services. Job descriptions and responsibilities will be determined by the Authority and the County Administrator. A copy is on file at the Authority office located at 135 Highland Drive, Lebanon, VA. The County shall provide a leachate truck for the purpose of pumping and transporting leachate from the transfer station to an approved disposal location and County will supply fuel, tags and insurance for this leachate truck. The Authority agrees to provide uniforms/approved boots for the personnel assigned to the transfer station and employees shall be required to wear uniforms daily.

TERM OF CONTRACT

This Agreement shall be effective as of the 5th day of April, 2022. The initial term of this Agreement shall be one (1) year commencing on the 5th day of April, 2022. The term of this Agreement shall extend for additional one-year, upon the same terms and conditions as herein, unless either party elects to cancel this Agreement by three (3) months written notice to the other party prior to the end of this term or of any hold over term.

NONDISCRIMINATION

The County shall not discriminate against any person because of race, sex, age, creed, color, religion, natural origin or handicap.

INSURANCE

The County or its sub-contractor shall provide and maintain during active operations hereunder, Workers' Compensation Insurance which shall meet the requirement of the Commonwealth of Virginia.

The County or its sub-contractor shall provide and maintain during active operations hereunder Public Liability Insurance, to protect against all claims arising out of the County's negligent or willful acts or omissions in the course of its operations that result in bodily injury, death or property damage.

The County of its sub-contractor shall upon the full execution of this Agreement and thereafter upon request, furnish Authority evidence that the insurance relative to its said acts or omissions is in force, provided, however, any certificate of insurance shall in no way alter or amend such insurance coverage to increase the level or extent expressly set forth herein.

The limits of liability of all insurance required herein not expressly set forth hereinabove shall be as set forth in Exhibit "A", which is attached hereto and made a part hereof.

DEFAULT

Except as otherwise provided herein, if either party defaults in the performance of any of the warranties, covenants or conditions contained herein for thirty (30) days after the other party has given the defaulting party written notice of such default and the party defaulting shall not have commenced to cure such default within said period and to pursue diligently the completion

thereof, the other party may: (i) terminate this Agreement as of any date at least thirty (30) days after the last day of the thirty (30) day period; (ii) cure the default at the expense of the defaulting party and (iii) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right for all damage or loss suffered as a result of such default and termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default. In the event that in the exercise of due diligence during the aforesaid thirty (30) day period such cure cannot reasonably be effected or completed, such cure period shall be extended to include such additional time as is reasonably necessary to effect or complete such cure provided the defaulting party exercises continuous diligent efforts to cure such default during such extended period.

GENERAL PROVISIONS

Neither party shall assign or transfer, or permit the assignment or transfer of this Agreement or the rights hereunder without the prior written consent of the other party. The Authority expressly reserves the power to demand Contractor to provide qualified personnel at the transfer station. In the event that said employees are not performing to the Authority's needs or specifications, the County will immediately cure said deficiency by supplying alternative qualified personnel. The Contractor will as outlined in this agreement supply at least (3) certified operators as approved by the Virginia Department of Professional and Occupational Regulation Board during daily operations.

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, amended or revoked unless in writing and signed by the parties hereto.

From and after the date of this Agreement, the County's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the County. Such causes may include, by way of example and not limitation, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage, lack of adequate fuel, power or raw materials, judicial, administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by the Agreement; national defense requirements; labor strike, lockout or injunction.

If any term, clause or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement, or the application of such term, clause or provision to persons or circumstances other than those to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each term, clause or provision that is illegal, invalid or unenforceable term, clause or provision as may be possible to effect the expressed intent of the parties and be legal, valid and enforceable.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and any disputes hereunder shall be resolved by the Circuit Court of Buchanan County, Virginia.

The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the respective parties.

All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed to the Cumberland Plateau Regional Waste Management Authority, 135 Highland Drive, Suite C, Lebanon, VA 24266, or addressed to Buchanan County, P.O. Drawer 950, Grundy, VA 24614.

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed this _____ day of _____, 2022, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

CUMBERLAND PLATEAU REGIONAL
WASTE MANAGEMENT AUTHORITY

By: _____
Chairman of the Authority

COUNTY OF BUCHANAN BOARD OF
SUPERVISORS

By: _____
Chairman of the Buchanan County
Board of Supervisors

By: _____
County Administrator

APPROVED AS TO FORM

Deputy County Attorney for Buchanan County

STATE OF VIRGINIA,
AT LARGE, to-wit:

Subscribed and acknowledged to before me by Chairman of Cumberland Plateau
Regional Waste Management Authority this the _____ day of _____, 2022.

My Commission expires: _____.

My Registration number: _____.

NOTARY PUBLIC

STATE OF VIRGINIA,
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Chairman of the Buchanan
County Board of Supervisors this the _____ day of _____, 2022.

My Commission expires: _____.

My Registration number: _____.

NOTARY PUBLIC

STATE OF VIRGINIA,
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Administrator
for Buchanan County, Virginia, this the _____ day of _____, 2022.

My Commission expires: _____.

My Registration number: _____.

NOTARY PUBLIC

STATE OF VIRGINIA,
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Deputy County Attorney
for Buchanan County, Virginia, this _____ day of _____, 2022.

My Commission expires: _____.

My Registration number: _____.

NOTARY PUBLIC

EXHIBIT A

INSURANCE COVERAGE RIDER

<u>COVERAGES</u> Workmen's	<u>LIMITS OF LIABILITY</u>
Compensation Employer's	Statutory
Liability	\$100,000 per accident \$100,000 per employee's disease \$500,000 policy limit on disease
Excess Umbrella Liability	\$1,000,000 each occurrence

**CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY
MANPOWER SERVICE AGREEMENT**

THIS AGREEMENT made as of this _____ day of _____, 2022, by and between Cumberland Plateau Regional Waste Management Authority (hereinafter referred to as the "Authority") and the County of Dickenson, Virginia, a political subdivision of the Commonwealth of Virginia, (hereinafter referred to as "County").

WHEREAS, the Authority, after causing the construction thereof, has agreed to operate and manage a transfer station in the County of Dickenson to ensure the availability of an economical and environmentally sound method to handle and dispose of solid waste generated in Dickenson County; and

WHEREAS, the Authority desires to secure manpower services to operate the Authority's transfer station; and

WHEREAS, the County has offered to provide said manpower services; and

WHEREAS, the Authority agrees to retain County for manpower services in order to efficiently and economically operate the Authority's transfer station in Dickenson County; and

WHEREAS, in reliance on this Agreement, the County will employ the certified personnel necessary to ensure County's performance hereunder and will provide a leachate truck for the purpose of pumping and transporting leachate from the transfer station to an approved disposal location.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

REPRESENTATIONS AND CERTIFICATIONS

Both parties hereto specifically represent and certify that each has (1) reviewed and

understands the terms and conditions as stated herein; (2) that each has the requisite right, power and authority necessary for the execution hereof; and (3) that any and all requirements imposed by the Virginia Public Procurement Act have been satisfied.

Both parties hereto, by the execution hereof, expressly and unequivocally agree, that County shall be considered as an Independent Contractor hereunder and that no liability resulting from any willful or negligent act or failure to act by County's employees shall be attributable to the Authority. The County specifically agrees unless otherwise prohibited by law, to fully indemnify and protect the Authority from any suit or claim arising out of any breach of this Agreement by the County. The Authority specifically agrees unless otherwise prohibited by law, to fully indemnify and protect the County from any suit or claim arising out of any breach of this Agreement by the Authority.

AUTHORITY AND COUNTY OBLIGATIONS

The Authority agrees to be responsible for costs associated with the operation of the transfer station *except* those cleaning and personal hygiene items, wages, taxes, workmen's compensation insurance, liability insurance and other fringe benefits paid to, or for the benefit of, the workers employed by the County assigned to the Authority's transfer station.

QUALITY OF SERVICE ON PERSONNEL/PERFORMANCE EVALUATION

The Authority shall maintain the Transfer Station open for performance of this Agreement between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding observed holidays as provided for in the User Agreement executed between the Authority and the County. If the County wishes to open additional hours, it shall do so at its own manpower expense. The actual operating hours may be altered, provided both parties agree to changes in the normal posted hours.

SCOPE OF SERVICE CONTRACTOR OBLIGATIONS

The County shall be responsible for securing necessary certification and approvals from relevant federal, state and local governmental agencies having jurisdiction over its personnel; provided however, the Authority shall retain responsibility for obtaining all permits and approvals relating to the general operation of the Transfer Station. During the term hereof, the County shall provide the personnel certified by the Virginia Department Of Professional and Occupational Regulations for the daily operation of the Transfer Station, all in compliance and certified with applicable laws and regulations. Transfer Station personnel will report directly to the County Administrator and the Authority's Director of Waste Services. Job descriptions and responsibilities will be determined by the Authority and the County Administrator. A copy is on file at the Authority office located at 135 Highland Drive, Lebanon, VA. The County shall provide a leachate truck for the purpose of pumping and transporting leachate from the transfer station to an approved disposal location and County will supply fuel, tags and insurance for this leachate truck. The Authority agrees to provide uniforms/approved boots for the personnel assigned to the transfer station and employees shall be required to wear uniforms daily.

TERM OF CONTRACT

This Agreement shall be effective as of the 5th day of April, 2022. The initial term of this Agreement shall be one (1) year commencing on the 5th day of April, 2022. The term of this Agreement shall extend for additional one-year, upon the same terms and conditions as herein, unless either party elects to cancel this Agreement by three (3) months written notice to the other party prior to the end of this term or of any hold over term.

NONDISCRIMINATION

The County shall not discriminate against any person because of race, sex, age, creed,

color, religion, natural origin or handicap.

INSURANCE

The County or its sub-contractor shall provide and maintain during active operations hereunder, Workers' Compensation Insurance which shall meet the requirement of the Commonwealth of Virginia.

The County or its sub-contractor shall provide and maintain during active operations hereunder Public Liability Insurance, to protect against all claims arising out of the County's negligent or willful acts or omissions in the course of its operations that result in bodily injury, death or property damage.

The County or its sub-contractor shall upon the full execution of this Agreement and thereafter upon request, furnish Authority evidence that the insurance relative to its said acts or omissions is in force, provided, however, any certificate of insurance shall in no way alter or amend such insurance coverage to increase the level or extent expressly set forth herein.

The limits of liability of all insurance required herein not expressly set forth hereinabove shall be as set forth in Exhibit "A", which is attached hereto and made a part hereof.

DEFAULT

Except as otherwise provided herein, if either party defaults in the performance of any of the warranties, covenants or conditions contained herein for thirty (30) days after the other party has given the defaulting party written notice of such default and the party defaulting shall not have commenced to cure such default within said period and to pursue diligently the completion thereof, the other party may: (i) terminate this Agreement as of any date at least thirty (30) days after the last day of the thirty (30) day period; (ii) cure the default at the expense of the

defaulting party and (iii) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right for all damage or loss suffered as a result of such default and termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default. In the event that in the exercise of due diligence during the aforesaid thirty (30) day period such cure cannot reasonably be effected or completed, such cure period shall be extended to include such additional time as is reasonably necessary to effect or complete such cure provided the defaulting party exercises continuous diligent efforts to cure such default during such extended period.

GENERAL PROVISIONS

Neither party shall assign or transfer, or permit the assignment or transfer of this Agreement or the rights hereunder without the prior written consent of the other party. The Authority expressly reserves the power to demand Contractor to provide qualified personnel at the transfer station. In the event that said employees are not performing to the Authority's needs or specifications, the County will immediately cure said deficiency by supplying alternative qualified personnel. The Contractor will as outlined in this agreement supply at least (3) certified operators as approved by the Virginia Department of Professional and Occupational Regulation Board during daily operations.

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, amended or revoked unless in writing and signed by the parties hereto.

From and after the date of this Agreement, the County's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such

performance if prevented by a cause or causes beyond the reasonable control of the County. Such causes may include, by way of example and not limitations, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage, lack of adequate fuel, power or raw materials, judicial, administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by the Agreement; national defense requirements; labor strike, lockout or injunction.

If any term, clause or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement, or the application of such term, clause or provision to persons or circumstances other than those to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each term, clause or provision that is illegal, invalid or unenforceable term, clause or provision as may be possible to effect the expressed intent of the parties and be legal, valid and enforceable.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and any disputes hereunder shall be resolved by the Circuit Court of Dickenson County, Virginia.

The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the respective parties.

All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed to the

Cumberland Plateau Regional Waste Management Authority, 135 Highland Driver Suite C
Lebanon, VA 24266, or addressed to Dickenson County, P.O. Box 1098, Clintwood, VA 24228.

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed
this _____ day of _____, 2021, written by their respective officers
pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may
be.

CUMBERLAND PLATEAU REGIONAL
WASTE MANAGEMENT AUTHORITY

By: _____
Chairman of the Authority

COUNTY OF DICKENSON BOARD OF
SUPERVISORS

By: _____
Chairman of the Dickenson County
Board of Supervisors

By: _____
County Administrator

APPROVED AS TO FORM

Deputy County Attorney for Dickenson County

STATE OF VIRGINIA,
AT LARGE, to-wit:

Subscribed and acknowledged to before me by Chairman of Cumberland Plateau
Regional Waste Management Authority this the _____ day of _____, 2022.

My Commission expires: _____.

My Registration number: _____.

NOTARY PUBLIC

STATE OF VIRGINIA,
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Chairman of the Dickenson
County Board of Supervisors this the _____ day of _____, 2022.

My Commission expires: _____.

My Registration number: _____.

NOTARY PUBLIC

STATE OF VIRGINIA,
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Administrator
for Dickenson County, Virginia, this the _____ day of _____, 2022.

My Commission expires: _____.

My Registration number: _____.

NOTARY PUBLIC

STATE OF VIRGINIA,
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Deputy County Attorney
for Dickenson County, Virginia, this _____ day of _____, 2022.

My Commission expires: _____.

My Registration number: _____.

NOTARY PUBLIC

EXHIBIT A

INSURANCE COVERAGE RIDER

COVERAGES Workmen's

LIMITS OF LIABILITY

Compensation Employer's

Statutory

Liability

\$100,000 per accident \$100,000
per employee's disease \$500,000
policy limit on disease

Excess Umbrella Liability

\$1,000,000 each occurrence

**CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY
MANPOWER SERVICE AGREEMENT**

THIS AGREEMENT made as of this _____ day of _____, 2022, by and between Cumberland Plateau Regional Waste Management Authority (hereinafter referred to as the "Authority") and the County of Russell, Virginia, a political subdivision of the Commonwealth of Virginia, (hereinafter referred to as "County").

WHEREAS, the Authority, after causing the construction thereof, has agreed to operate and manage a transfer station in the County of Russell to ensure the availability of an economical and environmentally sound method to handle and dispose of solid waste generated in Russell County; and

WHEREAS, the Authority desires to secure manpower services to operate the Authority's transfer station; and

WHEREAS, the County has offered to provide said manpower services; and

WHEREAS, the Authority agrees to retain County for manpower services in order to efficiently and economically operate the Authority's transfer station in Russell County; and

WHEREAS, in reliance on this Agreement, the County will employ the certified personnel necessary to ensure County's performance hereunder and will provide a leachate truck for the purpose of pumping and transporting leachate from the transfer station to an approved disposal location.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

REPRESENTATIONS AND CERTIFICATIONS

Both parties hereto specifically represent and certify that each has (1) reviewed and

understands the terms and conditions as stated herein; (2) that each has the requisite right, power and authority necessary for the execution hereof; and (3) that any and all requirements imposed by the Virginia Public Procurement Act have been satisfied.

Both parties hereto, by the execution hereof, expressly and unequivocally agree, that County shall be considered as an Independent Contractor hereunder and that no liability resulting from any willful or negligent act or failure to act by County's employees shall be attributable to the Authority. The County specifically agrees unless otherwise prohibited by law, to fully indemnify and protect the Authority from any suit or claim arising out of any breach of this Agreement by the County. The Authority specifically agrees unless otherwise prohibited by law, to fully indemnify and protect the County from any suit or claim arising out of any breach of this Agreement by the Authority.

AUTHORITY AND COUNTY OBLIGATIONS

The Authority agrees to be responsible for costs associated with the operation of the transfer station *except* those cleaning and personal hygiene items, wages, taxes, workmen's compensation insurance, liability insurance and other fringe benefits paid to, or for the benefit of, the workers employed by the County assigned to the Authority's transfer station.

QUALITY OF SERVICE ON PERSONNEL/PERFORMANCE EVALUATION

The Authority shall maintain the Transfer Station open for performance of this Agreement between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding observed holidays as provided for in the User Agreement executed between the Authority and the County. If the County wishes to open additional hours, it shall do so at its own manpower expense. The actual operating hours may be altered, provided both parties agree to changes in the normal posted hours.

SCOPE OF SERVICE CONTRACTOR OBLIGATIONS

The County shall be responsible for securing necessary certification and approvals from relevant federal, state and local governmental agencies having jurisdiction over its personnel; provided however, the Authority shall retain responsibility for obtaining all permits and approvals relating to the general operation of the Transfer Station. During the term hereof, the County shall provide the personnel certified by the Virginia Department Of Professional and Occupational Regulations for the daily operation of the Transfer Station, all in compliance and certified with applicable laws and regulations. Transfer Station personnel will report directly to the County Administrator/Director of Solid Waste and the Authority's Director of Waste Services. Job descriptions and responsibilities will be determined by the Authority and the County Administrator. A copy is on file at the Authority office located at 135 Highland Drive, Lebanon, VA. The County shall provide a leachate truck for the purpose of pumping and transporting leachate from the transfer station to an approved disposal location and County will supply fuel, tags and insurance for this leachate truck. The Authority agrees to provide uniforms/approved boots for the personnel assigned to the transfer station and employees shall be required to wear uniforms daily.

TERM OF CONTRACT

This Agreement shall be effective as of the 5th day of April, 2022. The initial term of this Agreement shall be one (1) year commencing on the 5th day of April, 2022. The term of this Agreement shall extend for additional one-year, upon the same terms and conditions as herein, unless either party elects to cancel this Agreement by three (3) months written notice to the other party prior to the end of this term or of any hold over term.

NONDISCRIMINATION

The County shall not discriminate against any person because of race, sex, age, creed, color, religion, natural origin or handicap.

INSURANCE

The County or its sub-contractor shall provide and maintain during active operations hereunder, Workers' Compensation Insurance which shall meet the requirement of the Commonwealth of Virginia.

The County or its sub-contractor shall provide and maintain during active operations hereunder Public Liability Insurance, to protect against all claims arising out of the County's negligent or willful acts or omissions in the course of its operations that result in bodily injury, death or property damage.

The County or its sub-contractor shall upon the full execution of this Agreement and thereafter upon request, furnish Authority evidence that the insurance relative to its said acts or omissions is in force, provided, however, any certificate of insurance shall in no way alter or amend such insurance coverage to increase the level or extent expressly set forth herein.

The limits of liability of all insurance required herein not expressly set forth hereinabove shall be as set forth in Exhibit "A", which is attached hereto and made a part hereof.

DEFAULT

Except as otherwise provided herein, if either party defaults in the performance of any of the warranties, covenants or conditions contained herein for thirty (30) days after the other party has given the defaulting party written notice of such default and the party defaulting shall not have commenced to cure such default within said period and to pursue diligently the completion

thereof, the other party may: (i) terminate this Agreement as of any date at least thirty (30) days after the last day of the thirty (30) day period; (ii) cure the default at the expense of the defaulting party and (iii) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right for all damage or loss suffered as a result of such default and termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default. In the event that in the exercise of due diligence during the aforesaid thirty (30) day period such cure cannot reasonably be effected or completed, such cure period shall be extended to include such additional time as is reasonably necessary to effect or complete such cure provided the defaulting party exercises continuous diligent efforts to cure such default during such extended period.

GENERAL PROVISIONS

Neither party shall assign or transfer, or permit the assignment or transfer of this Agreement or the rights hereunder without the prior written consent of the other party. The Authority expressly reserves the power to demand Contractor to provide qualified personnel at the transfer station. In the event that said employees are not performing to the Authority's needs or specifications, the County will immediately cure said deficiency by supplying alternative qualified personnel. The Contractor will as outlined in this agreement supply at least (3) certified operators as approved by the Virginia Department of Professional and Occupational Regulation Board during daily operations.

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, amended or revoked unless in writing and signed by the parties hereto.

From and after the date of this Agreement, the County's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the County. Such causes may include, by way of example and not limitations, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage, lack of adequate fuel, power or raw materials, judicial, administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by the Agreement; national defense requirements; labor strike, lockout or injunction.

If any term, clause or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement, or the application of such term, clause or provision to persons or circumstances other than those to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each term, clause or provision that is illegal, invalid or unenforceable term, clause or provision as may be possible to effect the expressed intent of the parties and be legal, valid and enforceable.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and any disputes hereunder shall be resolved by the Circuit Court of Russell County, Virginia.

The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the respective parties.

All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed to the Cumberland Plateau Regional Waste Management Authority, 135 Highland Drive Suite C, Lebanon, VA 24266, or addressed to Russell County, 137 Highland Drive, Lebanon, VA 24266.

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed this _____ day of _____, 2022, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

CUMBERLAND PLATEAU REGIONAL
WASTE MANAGEMENT AUTHORITY

By: _____
Chairman of the Authority

COUNTY OF RUSSELL BOARD OF
SUPERVISORS

By: _____
Chairman of the Russell County
Board of Supervisors

By: _____
County Administrator

APPROVED AS TO FORM

Deputy County Attorney for Russell County

STATE OF VIRGINIA,
AT LARGE, to-wit:

Subscribed and acknowledged to before me by Chairman of Cumberland Plateau
Regional Waste Management Authority this the _____ day of _____, 2022.

My Commission expires: _____.

My Registration number: _____.

NOTARY PUBLIC

STATE OF VIRGINIA,
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Chairman of the Russell County
Board of Supervisors this the _____ day of _____, 2022.

My Commission expires: _____.

My Registration number: _____.

NOTARY PUBLIC

STATE OF VIRGINIA,
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Administrator
for Russell County, Virginia, this the _____ day of _____, 2022.

My Commission expires: _____.

My Registration number: _____.

NOTARY PUBLIC

STATE OF VIRGINIA,
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Deputy County Attorney
for Russell County, Virginia, this _____ day of _____, 2022.

My Commission expires: _____.

My Registration number: _____.

NOTARY PUBLIC

EXHIBIT A

INSURANCE COVERAGE RIDER

COVERAGES Workmen's

LIMITS OF LIABILITY

Compensation Employer's

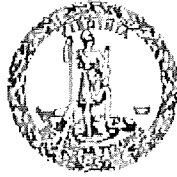
Statutory

Liability

\$100,000 per accident \$100,000
per employee's disease \$500,000
policy limit on disease

Excess Umbrella Liability

\$1,000,000 each occurrence



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

Street address: 1111 East Main Street, Ste. 1400, Richmond, Virginia 23219

Mailing address: P.O. Box 1105, Richmond, Virginia 23218

www.deq.virginia.gov

Ann F. Jennings
Secretary of Natural and Historic
Resources

David K. Paylor
Director

(804) 698-4000
1-800-592-5482

January 5, 2022

VIA ELECTRONIC MAIL

Mr. Toby F. Edwards
Executive Director
Cumberland Plateau Regional Waste Management Authority
Post Office Box 548
Lebanon, Virginia 24266

**RE: Solid Waste Financial Assurance Demonstration, Cumberland Plateau Regional Waste Management Authority Facilities:
Russell County Transfer Station, Permit by Rule (PBR) Number 001
Dickenson County Transfer Station, Permit by Rule (PBR) Number 049
Buchanan County Transfer Station, Permit by Rule (PBR) Number 106**

Dear Mr. Edwards:

The Virginia Department of Environmental Quality (the Department) received and reviewed the November 18, 2021, Certificate of Deposit statement submitted by Cumberland Plateau Regional Waste Management Authority (the Authority) to demonstrate financial assurance for the closure costs associated with the above referenced solid waste facilities. This documentation has been prepared in accordance with the Virginia Financial Assurance Regulations for Solid Waste Disposal, Transfer, and Treatment Facilities, 9VAC 20-70.

The Authority's facilities have approved 2021 closure cost estimates totaling \$23,935 and financial assurance for \$25,022.46 in the form of a Certificate of Deposit. No further information or submittals are requested at this time.

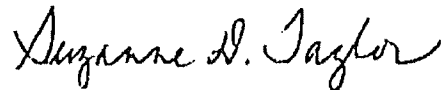
The obligation to demonstrate financial assurance is an annual one and the Authority must update each closure cost estimate and financial assurance mechanism annually for inflation.* The 2022 inflation factor is 1.046 and the Authority's financial assurance anniversary date is October 9. *Please note the Authority is also required to increase its 2022 financial assurance obligation to include additional costs for decontamination of each site and the P.E. closure certification; these costs were approved by Dan Scott, the Department's regional permit writer, on November 30, 2021, and should be submitted to the Department no later than October 9, 2022.

Mr. Toby F. Edwards
Page 2
January 5, 2022

If you have any questions regarding the financial assurance requirements, please contact me at (804) 659-1533 or via email at suzanne.taylor@deq.virginia.gov.

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Suzanne D. Taylor".

Suzanne D. Taylor
Virginia Department of Environmental Quality

cc: Daniel P. Scott, P.E., via electronic mail
DEQ/WPC Common
DEQ/ECM



Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

P.O. Box 1105, Richmond, Virginia 23218

(800) 592-5482 FAX (804) 698-4178

www.deq.virginia.gov

Ann Jennings
Secretary of Natural and Historic Resources

David K. Paylor
Director
(804) 698-4000

December 20, 2021

Mr. Toby Edwards
Executive Director
Cumberland Plateau Regional Waste Management Authority
135 Highland Drive, Suite C
Lebanon, VA 24266

RE: CY2020 Recycling Rate Report for Cumberland Plateau Regional Waste Management Authority

Dear Mr. Edwards:

The Department of Environmental Quality (DEQ) has completed its review of Cumberland Plateau Regional Waste Management Authority's 2020 Recycling Rate Report submitted pursuant to 9VAC20-130-165 of the Solid Waste Planning and Recycling Regulations.

The above Solid Waste Planning Unit was required to meet or exceed a 15% mandated recycling rate based upon the requirements established in 9VAC20-130-125.A of the planning regulations. DEQ accepts your data as submitted, and your regional calculated recycling rate for CY2020 will be reported as 16.2%.

If you have any questions, please contact me at prina.chudasama@deq.virginia.gov or (804) 659-1530.

Sincerely,

A handwritten signature in black ink, appearing to read "Prina Chudasama".

Prina Chudasama
Litter & Recycling Program Coordinator
Office of Financial Responsibility & Waste Programs

Cc: RRR file

Russell County Department of Social Services **State Budget**
 Fiscal Year 2021-2022 Expense Analysis
 For the Month Ended December 31, 2021

CATEGORY	State Appropriation	Approved BRS	Revised Appropriations	Local %	Local Funds Needed	Current Expenditures	YTD Expenditures	Current Local Match needed	% Expenditures	Projected Expenditures	Projected +/-	Budget Line Balance
804-Auxiliary Grant (S-80% L-20%)	310,958.00	71,000.00	381,958.00	20.00%	76,391.60	33,563.00	224,265.54	44,853.11	58.71%	384,455.21	(2,497.21)	157,692.46
808-TANF Manual Checks (F-51% S-49%)	1,000.00	-	1,000.00	0.00%	-	-	(92.00)	-	-9.20%	(157.71)	1,157.71	1,092.00
810-TANF Emergency Assistance (F-51% S-49%)	1,500.00	-	1,500.00	0.00%	-	-	-	-	0.00%	-	1,500.00	1,500.00
811-IV-E Foster Care (F-50% S-50%)	555,363.00	65,000.00	620,363.00	0.00%	-	39,734.67	347,066.55	-	55.95%	594,971.23	25,391.77	273,296.45
812-Federal Adoption Assistance (F-50% S-50%)	1,310,064.00	-	1,310,064.00	0.00%	-	98,334.00	721,993.68	-	55.11%	1,237,703.45	72,360.55	588,070.32
813- General Relief (S-62.5% L-37.5%)	-	-	-	37.50%	-	-	-	-	Uncalculable	-	-	-
814- Fostering Futures (F-50% S-50%)	23,984.00	25,000.00	48,984.00	0.00%	-	5,127.47	26,302.47	-	53.70%	45,089.95	3,894.05	22,681.53
815- Fostering Futures Federal Adoption Assistance (F-50% S-50%)	-	-	-	0.00%	-	-	-	-	Uncalculable	-	-	-
817-State Adoption Assistance (S-100%)	326,477.00	14,000.00	340,477.00	0.00%	-	25,068.00	195,303.00	-	57.36%	334,805.14	5,671.86	145,174.00
818- Fostering Futures State Adoption Assistance (S-100%)	-	-	-	0.00%	-	-	-	-	Uncalculable	-	-	-
820-Adoption Incentive (F-100%)	-	-	-	0.00%	-	-	-	-	Uncalculable	-	-	-
829-Family Preservation (F-84% S-5% L-15.5%)	5,610.00	-	5,610.00	15.50%	869.55	1,491.62	3,359.31	520.69	59.88%	5,758.82	(148.82)	2,250.69
830- Child Welfare Substance Abuse & Supplemental Services (S-84.5% L-15.5%)	6,684.00	-	6,684.00	15.50%	1,036.02	9.16	1,956.95	303.33	29.28%	3,354.77	3,329.23	4,727.05
833-Adult Services (F-80% L-20%)	26,578.00	-	26,578.00	20.00%	5,315.60	1,579.18	10,513.13	2,102.63	39.56%	18,022.51	8,555.49	16,064.87
835-IV-E Prevention Services Program	84,871.00	-	84,871.00	0.00%	-	-	4,788.00	-	5.64%	8,208.00	76,663.00	80,083.00
843-Central Service (F-50% L-50%)	-	-	-	50.00%	-	-	-	-	Uncalculable	-	-	-
847-Current Year S&O-No Local Match	111,697.00	-	111,697.00	0.00%	-	-	58,717.92	-	52.57%	-	111,697.00	52,979.08
848-TANF-UP Manual Checks (S-100%)	1,000.00	-	1,000.00	0.00%	-	-	-	-	0.00%	-	1,000.00	1,000.00
849-Staff & Operations Medicaid Expand (F-100%)	82,063.00	-	82,063.00	0.00%	-	-	82,063.00	-	100.00%	-	82,063.00	-
851-LDSS Surge Overtime	-	-	-	15.50%	-	-	-	-	Uncalculable	-	-	-
855-Staff & Operations Base (F-50% S-34.5% L-15.5%)	2,899,799.00	7,200.00	2,906,999.00	15.50%	450,584.85	229,570.05	1,498,124.46	232,209.29	51.54%	2,568,213.36	338,785.64	1,408,874.54
858-Staff & Operations Pass Thru (F-32% L-68%)	-	-	-	68.00%	-	-	-	-	Uncalculable	-	-	-
861-ILP Education & Training Vouchers (F-80% S-20%)	1,173.00	-	1,173.00	0.00%	-	-	-	-	0.00%	-	1,173.00	1,173.00
862-Independent Living (F-80% S-20%)	4,800.00	-	4,800.00	0.00%	-	-	2,809.54	-	58.53%	4,816.35	(16.35)	1,990.46
864-Respite Care for Foster Families (F-35.64% S-64.36%)	750.00	-	750.00	0.00%	-	-	-	-	0.00%	-	750.00	750.00
865-SNAPET Able-Bodied Adults without Dependents (F-100%)	-	-	-	0.00%	-	-	-	-	Uncalculable	-	-	-
866-Safe & Stable Family (F-75% S-9.5% L-15.5%)	45,567.00	-	45,567.00	15.50%	7,062.89	478.78	19,651.62	3,046.00	43.13%	33,688.49	11,878.51	25,915.38
872-VIEW Purchased Services (F-25% S-59.5% L-15.5%)	67,068.00	-	67,068.00	15.50%	10,395.54	630.63	7,159.93	1,109.79	10.68%	12,274.17	54,793.83	59,908.07
873-Foster Parent Training (F-56.1% L-43.9%)	900.00	-	900.00	43.90%	395.10	-	-	-	0.00%	-	900.00	900.00
884-Chafee Independent Living COVID	7,884.00	-	7,884.00	0.00%	-	-	-	-	0.00%	-	7,884.00	7,884.00
885-Chafee Education and Training Voucher COVID	3,000.00	-	3,000.00	0.00%	-	-	-	-	0.00%	-	3,000.00	3,000.00
895- Adult Protective Services (F-84.5% L-15.5%)	15,780.00	-	15,780.00	15.50%	2,445.90	1,945.43	5,131.52	795.39	32.52%	8,796.89	6,983.11	10,648.48
896-Adult Protective Services COVID	10,400.00	-	10,400.00	0.00%	-	-	-	-	0.00%	-	10,400.00	10,400.00
Local Only (L-100%)	-	-	-	100.00%	-	997.53	6,296.34	6,296.34	Uncalculable	10,793.73	-	(6,296.34)
LASER TOTAL	\$ 5,904,970.00	\$ 182,200.00	\$ 6,087,170.00		\$ 554,497.04	\$ 438,529.52	\$ 3,215,410.96	\$ 291,236.56	52.82%	\$ 5,270,794.35	\$ 827,169.37	\$ 2,871,759.04
TOTAL LOCAL FUNDS NEEDED					\$ 560,793.38							
871-VIEW WK&TR DC	38,629.00	-	38,629.00	0.00%	-	528.00	4,498.00	-	11.64%	8,996.00	29,633.00	34,131.00
878 Head Start Transition to Work	-	-	-	0.00%	-	-	-	-	Uncalculable	-	-	-
883-Non-VIEW D/C 100%	138,932.00	-	138,932.00	0.00%	-	21,043.00	139,253.00	-	100.23%	278,506.00	(139,574.00)	(321.00)
VACMS TOTAL	\$ 177,561.00	\$ -	\$ 177,561.00		\$ -	\$ 21,571.00	\$ 143,751.00	\$ -		\$ 287,502.00	\$ (109,941.00)	\$ 33,810.00
TOTAL BUDGET	\$ 6,082,531.00	\$ 182,200.00	\$ 6,264,731.00		\$ 554,497.04	\$ 460,100.52	\$ 3,359,161.96	\$ 291,236.56		\$ 5,558,296.35	\$ 717,228.37	\$ 2,905,569.04