

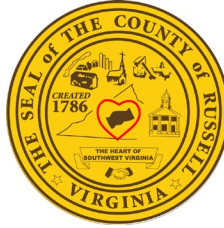
RUSSELL COUNTY
BOARD OF SUPERVISOR’S MEETING
AGENDA – JANUARY 3, 2023

BOS Board Room

Regular Meeting

6:00 PM

Russell County Governmental Center
Lebanon, Virginia 24266



CALL TO ORDER & ROLL CALL – Clerk of the Board

EXECUTIVE SESSION (CLOSED) – Legal Matters – Proposed Economic Development Project and County Ordinances. (Executive Session will begin at 5 p.m. and closed to the general public. Citizens are welcome to attend and wait in the boardroom until Executive Session is complete.)

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

ORGANIZATIONAL MEETING.....A-1

- 1. Election of Chairman**
- 2. Election of Vice-Chairman**
- 3. Clerk of Board and Deputy Clerk**
- 4. Adoption of Robert’s Rules of Order**
- 5. Adoption of County’s By-Laws**
- 6. 2023 Board of Supervisors Regular Meeting Schedule**
- 7. 2023 Board of Supervisors Budget Meeting Schedule**

NEW BUSINESS

- 1. **Approval of Minutes. Consider approval of the minutes of the following meeting of the Russell County Board of Supervisors.....B-1**
 - a. **Unapproved minutes of December 5, 2022**
- 2. **Approval of Expenditures. Consider approval of expenditures presented for payment.....B-2**
- 3. **Committee Appointments for Board Consideration.....B-3**

Budget/Finance Committee

Vacant	One-Year Term
Vacant	One-Year Term

Drill Community Center

Charlene Blankenship	Two-Year Term
Rachel Helton	Two-Year Term
Doug Lester	Two-Year Term
Harold Thomas	Two-Year Term
Betty Sue Hess	Two-Year Term
Michelle Tharp	Two-Year Term

RC Industrial Development Authority (IDA)

Roger Sword	Four-Year Term
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Heart of Appalachia (HOA)

Shiloh Lyttle	Two-Year Term
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Cumberland Mt. Community Service Board (CSB)

Eric Brown (Declined)	Three-Year Term
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CITIZEN'S COMMENT PERIOD (Limited to 3 Minutes)

CONSTITUTIONAL OFFICER REPORTS AND REQUESTS

COUNTY ATTORNEY REPORTS AND REQUESTS

- 1. **Finney Disposal Site Lease (Amended).....C-1**

- 2. RC IDA Revenue Bond Moral Obligation.....C-2

COUNTY ADMINISTRATOR REPORTS AND REQUESTS

REPORTS

- 1. 2022 VACo & Virginia Rural Center Rural Caucus Reception.....D-1
- 2. State and Local Economic Interests and Financial Disclosure Statements....D-2
- 3. VDOT Monthly Road System Report.....D-3

REQUESTS

- 4. DEQ Litter Prevention and Recycling Program - \$19,456.....D-4
- 5. Southwest Virginia Regional Jail Authority Service Agreement.....D-5
- 6. 2023 Authorized Payments. Authorization of the list of operational routine monthly payments for delegated authorization.....D-6
- 7. Glade Hollow Ball Park Deck Repair.....D-7
- 8. Virginia America 250 Commission (VA250).....D-8

BOARD DISCUSSIONS & REMINDERS

ADJOURNMENT

COUNTY AGENCY / BOARD REPORTS:

- Treasurer’s Report.....F
- RC IDAG
- RC PSAH
- Castlewood W&SI
- RC Tourism.....J
- RC Planning CommissionK
- Conference Center.....L
- RC Fitness Center.....M
- RC Transportation & Safety.....N
- RC Cannery Reports.....O
- RC Building Inspector.....P
- RC Litter Report.....Q

Russell County Virginia

“The Heart of Southwest Virginia”

Tim Lovelace
District 1

Carl Rhea
District 3

David Eaton
District 4

Lou Ann Wallace, Chairperson
District 2

Oris Christian, Vice-Chairman
At-Large

Steve Breeding
District 5

Rebecca Dye
District 6

Lonzo Lester
County Administrator

PUBLIC NOTICE

JANUARY 2023 REGULAR BOARD MEETING

RUSSELL COUNTY BOARD OF SUPERVISORS

TAKE NOTICE pursuant to Section 2.2-3707 of the Code of Virginia, the Russell County Board of Supervisors changed its **January 2023** regular monthly board meeting from **January 2nd, 2023**, to **January 3rd, 2023**, at **6 p.m.** at the **Russell County Board Room**, located at 137 Highland Drive, Lebanon, Virginia due to January 2nd, 2023, being a State Holiday.

Notice Given Pursuant to Section 2.2-3707 of the Code of Virginia on the 14th day of December 2022.

BY ORDER OF THE

RUSSELL COUNTY BOARD OF SUPERVISORS

THE HEART OF
SOUTHWEST VIRGINIA

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 concerning the proposed Economic Development Project and County Ordinances.

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 Items
Chairperson

Meeting: 1/3/23 6:00 PM

Organizational Meeting

- 1. Election of Chairman**
- 2. Election of Vice-Chairman**
- 3. Clerk of Board and Deputy Clerk**
- 4. Adoption of Robert's Rules of Order**
- 5. Adoption of County's By-Laws**
- 6. 2023 Board of Supervisors Regular Meeting Schedule**
- 7. 2023 Board of Supervisors Budget Meeting Schedule**

Staff Recommendation:

Board Discretion.

Suggested Motion:

Motions Required.

ATTACHMENTS:

- 2023 Board of Supervisors Regular Meeting Schedule

By Laws

Russell County

- Adopted May 5, 2014

Article I

Russell County Board of Supervisors, Officers & Their Selection

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

B. The Officers of the Board of Supervisors shall consist of a Chairman and Vice Chairman, each of whom shall serve for a term of one (1) calendar year.

C. Nomination of Officers shall be made from the Board at the first meeting of each calendar year. Election of Officers shall follow immediately.

D. A standing Budget/Finance Committee shall be appointed by the newly elected Board Chairman. This committee shall consist of two (2) Board members and two (2) staff members.

Article II

Duties of Officers

A. The Chairman shall:

- (1) Preside at all meetings;
- (2) Work closely with the County Administrator on day to day matters, approve appropriate financial documents, and approve the agenda for all meetings;
- (3) Carry out such other duties as assigned by the Board.

B. The Vice-Chairman shall act in the absence or inability of the Chairman to act.

C. The Budget/Finance Committee shall be responsible for preparation of the annual County budget and for presentation during a regular or special Board meeting before a vote is taken on the Budget each year. Other financial matters shall be considered by this committee before presentation to the full Board.

Article III

Agenda Preparation Policy

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

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

Article IV

Meetings

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

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

C. Order of Business

(1) Commencement of Meetings:

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

(2) Agenda:

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

D. Presentations:

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

E. Quorum & Method of Voting

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

F. Procedure for Roll Call of Board Members

(1) The Members of the Board of Supervisors shall cast votes in district order on a rotating basis per meeting.

(2) The Chairman of the Board of Supervisors shall cast the last vote.

(3) The Chairman/Clerk shall restate all motions before a vote is taken and the result of the

vote shall be announced following each vote.

G. General Rules of Procedure

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

(1) Members are not required to obtain the floor before making motions or speaking, which they can do while seated.

(2) All motions require a second except for nominations for appointments to other boards, authorities or commissions.

(3) There is no limit to the number of times a member can speak to a question, and motions to close or limit debate generally should not be entertained.

(4) Informal discussion of a subject is permitted while no motion is pending.

(5) The Chairman can speak in discussion without leaving the chair, can vote on all questions, but cannot make motions unless by consent of a majority of Board members present.

(6) No Board member is required to vote on any issue. If any Board member determines, prior to the calling of any issue before the Board, that he, because of conflict or otherwise, will abstain from voting on such issue, he shall announce such intention at the time the issue comes before the Board and shall not participate in the discussion on such issue or question. An abstention shall be counted for the purpose of determining a quorum. An abstention defeats a motion requiring a unanimous vote.

(7) In the incidence of a tie vote, the issue voted upon by the Board is dead and therefore voted down.

(8) If a primary or substitute motion is made at a Board meeting where at least six (6) members are present and the motion is voted on and fails, the same or a substantively similar motion cannot be reconsidered by the Board within the following twelve (12) months except by a primary or substitute motion made by a member of the Board who voted on the prevailing side where there are no less than six (6) Board members present, and only if two-thirds (2/3) of the Board members present vote to reconsider the action previously decided.

(9) Only Board members and the Parliamentarian shall have standing to raise noncompliance with these General Rules of Procedure, and only during the current meeting at the time of violation. Failure of the Board to comply with these General Rules of Procedure shall not invalidate any action taken by the Board.

H. Member Absenting Himself from Meeting Prior to Adjournment

After the name of any member of the Board has been recorded as present at any meeting of the Board, he shall not absent himself from the remainder of the meeting prior to adjournment unless by consent of the Board.

I. Board to Sit with Open Doors

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

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

J. Citizens Comment Period

Rules for Citizen Comment Period

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

(1) Each person desiring to speak during the Citizens' Comment period on the agenda must provide name and address prior to their comments.

(2) Each speaker is strongly encouraged to limit remarks to a period of three (3) minutes per comment period; when two (2) minutes have passed the speaker may be reminded that there is one (1) minute remaining.

(3) Speakers may not donate their time to other speakers.

(4) Speakers will not be permitted to use audiovisual materials or other visual displays, but may present written and photographic materials to the Board members.

(5) Comments must be confined to matters germane to the business of the Board of Supervisors and shall not be cumulative or repetitive.

(6) Speakers should address the Board with decorum – loud, boisterous, and disruptive behavior, obscenity, and vulgarity should be avoided as well as other words or acts tending to evoke violence or deemed to be a breach of the peace.

(7) The Citizens' Comment period is not intended to be a question and answer period or time for dialogue with County officials. Questions which are raised during a comment period may at the discretion of the Board be responded to by County officials after sufficient time for appropriate investigation.

(8) Speakers shall remain at the podium while addressing the Board.

(9) Speakers shall not be interrupted by audience comments, calls/whistles, laughter, or other gestures. Individuals in the audience who do not abide by this policy after a warning will be asked to leave the meeting.

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

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

K. Agenda Item Procedure

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

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

Article V

Procedure for Dealing with Items Not on the Agenda

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

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

Article VI

Public Hearings

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

B. In addition to those required by law, the Board at its discretion may hold public hearings when it decides that a hearing will be in the public interest.

C. The case before the Board shall be summarized by the Chairman or designated person(s). If there is expected to be many speakers on the issue, interested parties wishing to speak must sign the register at the rear of the room prior to the start of the hearing. Each person wishing to speak will be called to the podium by the Chairman or designated person(s) in the order such person signed the register and must state his or her name and address for the record. Generally, each citizen should be provided an opportunity to speak. Each speaker shall be limited to three (3) minutes, unless waived by the Board.

D. Board Members shall limit their comments in public hearings to insure participation by the public without Board interference.

Article VII

Appointment of Committees

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

Article VIII

Duties of the County Administrator

The County Administrator shall:

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

Article IX

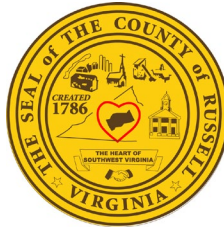
Amendments

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

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

RUSSELL COUNTY
BOARD OF SUPERVISOR'S MEETING

Russell County Governmental Center
Lebanon, Virginia 24266



RUSSELL COUNTY BOARD OF SUPERVISORS
REGULAR MEETING SCHEDULE
2023
GOVERNMENTAL CENTER
6:00 P.M.

January 3rd, Tuesday

February 6th, Monday

March 6th, Monday

April 3rd, Monday

May 1st, Monday

June 5th, Monday

July 3rd, Monday

August 7th, Monday

September 4th, Monday

October 2nd, Monday

November 6th, Monday

December 4th, Monday

- **BOS Regular Board Meetings are on the first Monday of the month unless the BOS reschedules due to holidays, county events, emergencies, or schedules.**

RUSSELL COUNTY

BOARD OF SUPERVISOR'S BUDGET MEETINGS

Russell County Governmental Center
Lebanon, Virginia 24266



RUSSELL COUNTY BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 BUDGET MEETING SCHEDULE

Date	Activity
01/27/23	Letter of Budget Requests to Departments, Offices, & Agencies
02/17/23	Dead-line for Departmental Budget Requests
03/10/23	Budget Expenditures Compiled
03/17/23	Revenue Projections Compiled
03/24/23	Budget Committee Workshop
03/31/23	Budget Committee Workshop
04/03/23	Full Board of Supervisors Budget Work Session
04/11/23	Advertise Public Hearing for Budget and Tax Rates
04/18/23	Advertise Public Hearing for Budget and Tax Rates
05/01/23	Hold Public Hearing on FY 2023/2024 Budget and Tax Rates
06/05/23	Approve Budget at Regular June Meeting



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item B-1
Presenter: Chairperson

Meeting: 1/3/23 6:00 PM

Approval of Minutes

Request approval of the minutes from the following meeting:

- **December 5, 2022 Board Minutes**

STAFF RECOMMENDATION(s):

Board discretion

SUGGESTED MOTION(s):

Motion to approve Board Minutes.

ATTACHMENTS:

- Board Minutes

December 5, 2022

A regular monthly meeting of the Russell County Board of Supervisors was held on Monday, December 5, 2022 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
David Eaton
Steve Breeding
Rebecca Dye
Oris Christian
Carl Rhea

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

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

APPROVAL OF AGENDA

Motion made by Steve Breeding, second by David Eaton and duly approved by the board to approve the agenda as presented.

The vote was:

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

PUBLIC HEARING HELD ON RUSSELL COUNTY EMPLOYEE BONUS ORDINANCE

The Chair opened the Public Hearing

Kelly McBride, Russell County Library, spoke in favor of the bonus for full and part-time employees.

Hearing no other comments the Chair closed the public hearing.

RUSSELL COUNTY EMPLOYEE BONUS ORDINANCE

Motion made by David Eaton, second by Steve Breeding, and duly approved by the Board of Supervisors to approve an Ordinance for a One-Time Employee Bonus of \$1,000 for full time employees and \$500 for part-time employees who were eligible; employed with the county on June 30, 2022.

The vote was:

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

New Business

APPROVAL OF THE NOVEMBER 7, 2022 MINUTES

Motion made by David Eaton, second Steve Breeding, and duly approved by the Board of Supervisors to approve the November 07, 2022 minutes and dispense with the reading thereof.

The vote was:

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

APPROVAL OF GENERAL COUNTY INVOICES

Motion made by Carl Rhea, second David Eaton and duly approved by the Board of Supervisors to approve general county invoices in the amount of \$2,070,792.61, including reoccurring and withholdings.

The vote was:

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

Committee Appointments

ERIC BROWN RE-APPOINTED TO THE CUMBERLAND MOUNTAIN COMMUNITY SERVICE BOARD

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to appoint Eric Brown to the Cumberland Mountain Community Service Board for a (3) three-year term, said term ending December 31, 2025.

The vote was:

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

DRILL COMMUNITY CENTER COMMITTEE RE-APPOINTED

Motion made by David Eaton, second Tim Lovelace and duly approved by the Board of Supervisors to re-appoint, Charlene Blankenship, Rachel Helton, Doug Lester, Harold Dean Thomas, and Betty Sue Hess to the Drill Community Center Committee for a (2) two-year term, said term ending December 31, 2024.

The vote was:

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

HEART OF APPALACHIA (HOA)

Motion made by David Eaton, second Steve Breeding, and duly approved by the Board of Supervisors to re-appoint Maddie Gordon to the Heart of Appalachia (HOA) for a (2) two-year term, said term ending December 31, 2024.

The vote was:

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

Citizens Comment

Chair opened Citizens Comment.

Kelly McBride, Russell County Library, presented an old VDOT map of Russell County to the board dated 1930's.

Chair closed Public Comment period.

County Attorney Reports and Request

MOA WITH RUSSELL COUNTY IDA

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve the Moral Obligation Agreement for the Russell County IDA pending review by the county attorney.

The vote was:

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

County Administrator Reports and Requests

VIRGINIA OPIOID ABATEMENT COMMITTEE APPOINTED

Lou Wallace, Chair appointed Steve Breeding and Rebecca Dye to a committee to review the regulations and disbursements of the opioid settlement funds received by the county.

VDOT NOTICE OF TEMPORARY ROAD CLOSURE

Route 661, Artrip Road will be closed temporarily on December 15, 2022 from 9:00 am until 3:00 pm for a bridge inspection.

RUSSELL COUNTY DEPARTMENT OF SOCIAL SERVICES CSA SUPPLEMENTAL ALLOCATION FY23

Motion made by David Eaton and seconded by Oris Christian and duly approved by the Board of Supervisors to approve Department of Social Services CSA Supplemental Allocation FY23.

The vote was:

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

Nay: None

CHRISTMAS HOLIDAY SCHEDULE

Motion made by Carl Rhea and seconded by Oris Christian and duly approved by the Board of Supervisors for Russell County to observe the Supreme Court holiday schedule for county employees.

The vote was:

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

Nay: None

AUTHORIZATION FOR HOLIDAY PAY FOR PART-TIME EMPLOYEES

Motion made by David Eaton and seconded by Steve Breeding and duly approved by the Board of Supervisors to approve Part-time Employees Holiday pay.

The vote was:

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

Nay: None

JANUARY BOARD MEETING SCHEDULE

The Chair moved the January board meeting to Tuesday, January 3, 2023 @ 6:00 p.m.

The vote was:

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

Nay: None

Clerk of the Board

Chairperson



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item B-2
Presenter: Chairperson

Meeting: 1/3/23 6:00 PM

Approval of Expenditures

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

STAFF RECOMMENDATION(s):

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

SUGGESTED MOTION(s):

Motion to approve County's December 2022 Monthly Expenditures.

ATTACHMENTS:

- December 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>
1/03/2023	12/09/2022	002615 A&A ENTERPRISES	76773		824.40	824.40	4100-031020-5410-	- -
1/03/2023	12/15/2022	002615 A&A ENTERPRISES	76830		444.95	444.95	4100-031020-5410-	- -
1/03/2023	12/15/2022	002615 A&A ENTERPRISES	76833		395.00	395.00	4100-031020-5410-	- -
					1,664.35	1,664.35 *		
1/03/2023	12/23/2022	004568 ADDINGTON OIL C	119335		3,461.36	3,461.36	4100-042400-5408-	- -
					3,461.36	3,461.36 *		
1/03/2023	11/01/2022	003754 AMAZON	LIBRARY NOV22	10	682.60	682.60	4100-073010-5411-	- -
1/03/2023	11/01/2022	003754 AMAZON	LIBRARY NOV22	10	27.87	27.87	4100-073010-5401-	- -
1/03/2023	11/01/2022	003754 AMAZON	LIBRARY NOV22	10	124.73	124.73	4100-073010-5407-	- -
					835.20	835.20 *		
1/03/2023	12/14/2022	004674 AMERIGAS	31444463580		1,484.00	1,484.00	4100-043020-5101-	- -
					1,484.00	1,484.00 *		
1/03/2023	12/01/2022	001425 ATLANTIC ELECTI	557		8,625.00	8,625.00	4100-013010-3002-	- -
					8,625.00	8,625.00 *		
1/03/2023	12/07/2022	001225 BAI MUNICIPAL S	WATS2023B-1050		13,757.00	13,757.00	4100-012300-3005-	- -
					13,757.00	13,757.00 *		
1/03/2023	12/13/2022	000007 BAKER & TAYLOR	12132022	10	711.17	711.17	4100-073010-5411-	- -
					711.17	711.17 *		
1/03/2023	12/15/2022	000052 BLEVINS SEPTIC	36876		510.00	510.00	4100-042010-5413-	- -
					510.00	510.00 *		
1/03/2023	12/13/2022	000092 BONANZA RESTAUR	12132022		208.78	208.78	4100-011010-5413-	- -
					208.78	208.78 *		
1/03/2023	11/23/2022	005013 BUSH JARRED	11232022		135.00	135.00	4100-031020-5505-	- -
					135.00	135.00 *		
1/03/2023	12/20/2022	003076 COMBS ARCHIE	DECEMBER 2022		11.66	11.66	4100-011010-5501-	- -
					11.66	11.66 *		
1/03/2023	11/28/2022	004044 CRAIG'S FIREARM	36770		1,094.00	1,094.00	4100-031020-5409-	- -
					1,094.00	1,094.00 *		
1/03/2023	12/15/2022	004452 CRYSTAL SPRINGS	16981785 121522		184.89	184.89	4100-021010-5401-	- -
					184.89	184.89 *		
1/03/2023	12/15/2022	000171 CUMBERLAND PLAT	277		74,773.94	74,773.94	4100-042010-3002-	- -
					74,773.94	74,773.94 *		
1/03/2023	8/29/2022	005018 DAVIS PATTY	08292022		25.00	25.00	4100-021020-5401-	- -
					25.00	25.00 *		
1/03/2023	11/03/2022	000198 DOMINION OFFICE	148536		142.52	142.52	4100-012130-5401-	- -
1/03/2023	11/29/2022	000198 DOMINION OFFICE	149097		21.60	21.60	4100-021060-5401-	- -
1/03/2023	11/29/2022	000198 DOMINION OFFICE	149110		117.99	117.99	4100-043020-5405-	- -
1/03/2023	12/01/2022	000198 DOMINION OFFICE	149216		62.99	62.99	4100-012010-5401-	- -
1/03/2023	12/06/2022	000198 DOMINION OFFICE	149332		69.99	69.99	4100-042400-5413-	- -
1/03/2023	11/29/2022	000198 DOMINION OFFICE	149095		159.77	159.77	4100-032050-5401-	- -
1/03/2023	12/09/2022	000198 DOMINION OFFICE	149331		99.98	99.98	4100-072010-5405-	- -
1/03/2023	12/08/2022	000198 DOMINION OFFICE	149426		54.90	54.90	4100-012010-5401-	- -
1/03/2023	11/01/2022	000198 DOMINION OFFICE	11012022		401.04	401.04	4100-031020-5401-	- -
1/03/2023	11/22/2022	000198 DOMINION OFFICE	149034		163.95	163.95	4100-013020-5401-	- -
1/03/2023	12/07/2022	000198 DOMINION OFFICE	149390		69.99	69.99	4100-022010-5415-	- -
1/03/2023	12/08/2022	000198 DOMINION OFFICE	149415		344.25	344.25	4100-021060-5401-	- -
1/03/2023	12/13/2022	000198 DOMINION OFFICE	149557		69.99	69.99	4100-013020-5401-	- -
1/03/2023	12/13/2022	000198 DOMINION OFFICE	149609		221.98	221.98	4100-013010-5401-	- -
1/03/2023	12/14/2022	000198 DOMINION OFFICE	149616		6.26	6.26	4100-012010-5401-	- -
1/03/2023	12/15/2022	000198 DOMINION OFFICE	149654		13.99	13.99	4100-012130-5401-	- -
1/03/2023	11/01/2022	000198 DOMINION OFFICE	148459	10	771.00	771.00	4100-073010-5414-	- -
1/03/2023	11/03/2022	000198 DOMINION OFFICE	148630	10	9.28	9.28	4100-073010-5401-	- -
1/03/2023	11/23/2022	000198 DOMINION OFFICE	149031	10	140.94	140.94	4100-073010-5401-	- -
1/03/2023	11/22/2022	000198 DOMINION OFFICE	149044		86.81	86.81	4100-073010-5401-	- -
1/03/2023	11/30/2022	000198 DOMINION OFFICE	149106	10	15.16	15.16	4100-073010-5401-	- -

<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>
1/03/2023	11/03/2022	000198	DOMINION OFFICE 149459.1	10	379.00	379.00	4100-073010-5414-	- -
1/03/2023	12/13/2022	000198	DOMINION OFFICE 149095.1		14.62	14.62	4100-032050-5401-	- -
1/03/2023	12/16/2022	000198	DOMINION OFFICE 149726		53.35	53.35	4100-032050-5401-	- -
1/03/2023	12/20/2022	000198	DOMINION OFFICE 149769		25.08	25.08	4100-035050-5401-	- -
					3,516.43	3,516.43 *		
1/03/2023	12/08/2022	003674	DYE REBECCA MILEAGE 2022		430.74	430.74	4100-011010-5501-	- -
					430.74	430.74 *		
1/03/2023	8/29/2022	005017	FIFE KATE 08292022		25.00	25.00	4100-021020-5401-	- -
					25.00	25.00 *		
1/03/2023	10/31/2022	004991	FLOORS AND MORE 432		90.00	90.00	4100-032050-3005-	- -
1/03/2023	10/31/2022	004991	FLOORS AND MORE 434		45.00	45.00	4100-032050-3005-	- -
1/03/2023	11/01/2022	004991	FLOORS AND MORE 435		45.00	45.00	4100-032050-3005-	- -
					180.00	180.00 *		
1/03/2023	8/29/2022	003971	FLORENCE JOY 08292022		25.00	25.00	4100-021020-5401-	- -
					25.00	25.00 *		
1/03/2023	12/06/2022	002747	FOLEY COMPANY 263108		189.80	189.80	4100-021060-5401-	- -
					189.80	189.80 *		
1/03/2023	12/07/2022	000239	FOOD CITY 12072022		77.26	77.26	4100-011010-5413-	- -
1/03/2023	12/07/2022	000239	FOOD CITY 12072022		86.87	86.87	4100-031020-5409-	- -
					164.13	164.13 *		
1/03/2023	12/12/2022	004547	GUERNSEY INV-2452022		96.72	96.72	4100-021020-5401-	- -
					96.72	96.72 *		
1/03/2023	11/14/2022	000282	HAMILTON'S WREC 107608		280.00	280.00	4100-031020-5408-	- -
					280.00	280.00 *		
1/03/2023	12/01/2022	002539	HEART OF APPALA 202212011		5,000.00	5,000.00	4100-091000-5061-	- -
					5,000.00	5,000.00 *		
1/03/2023	12/02/2022	004713	HESS CASSANDRA MILEAGE DEC 22		51.25	51.25	4100-022020-5504-	- -
					51.25	51.25 *		
1/03/2023	12/20/2022	003859	HESS DONNA 12202022		98.00	98.00	4100-013010-3002-	- -
					98.00	98.00 *		
1/03/2023	11/21/2022	004627	HOLSTON MEDICAL 207450		60.00	60.00	4100-042400-5401-	- -
1/03/2023	11/21/2022	004627	HOLSTON MEDICAL 207530		60.00	60.00	4100-042400-5401-	- -
					120.00	120.00 *		
1/03/2023	12/02/2022	000314	HUFFMAN'S TIRE 12022022		34.00	34.00	4100-031020-5408-	- -
1/03/2023	12/06/2022	000314	HUFFMAN'S TIRE 12062022		265.00	265.00	4100-031020-5408-	- -
					299.00	299.00 *		
1/03/2023	11/18/2022	003866	INNOVATIVE TECH 3518		37.50	37.50	4100-031020-3005-	- -
1/03/2023	12/08/2022	003866	INNOVATIVE TECH 3542		375.00	375.00	4100-031020-3005-	- -
1/03/2023	12/16/2022	003866	INNOVATIVE TECH 3567		75.00	75.00	4100-031020-3005-	- -
					487.50	487.50 *		
1/03/2023	8/29/2022	004694	ISRAEL, DONNA 08292022		25.00	25.00	4100-021020-5401-	- -
					25.00	25.00 *		
1/03/2023	12/05/2022	005019	JERROLEENS SHED 12052022		450.00	450.00	4100-011010-5413-	- -
					450.00	450.00 *		
1/03/2023	8/29/2022	002824	JESSEE TRACI 08292022		25.00	25.00	4100-021020-5401-	- -
					25.00	25.00 *		
1/03/2023	8/29/2022	005016	JORDAN JUDY 08292022		25.00	25.00	4100-021020-5401-	- -
					25.00	25.00 *		
1/03/2023	11/27/2022	002142	KESTNER MAX 1644		2,658.86	2,658.86	4100-032050-7002-	- -
					2,658.86	2,658.86 *		
1/03/2023	11/01/2022	000367	LEBANON BLOCK & NOV 2022		952.75	952.75	4100-094010-7061-	- -
					952.75	952.75 *		
1/03/2023	11/30/2022	005020	LENOWISCO PLANN 11302022		1,000.00	1,000.00	4100-011010-5504-	- -
					1,000.00	1,000.00 *		
1/03/2023	12/14/2022	003051	LIGHTHOUSE SUPP 12137639		1,124.15	1,124.15	4100-043020-5101-	- -
					1,124.15	1,124.15 *		

<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>
1/03/2023	11/23/2022	000393 LOWES	41228586		40.00	40.00	4100-032050-7002-	-
1/03/2023	11/21/2022	000393 LOWES	8078284		79.25	79.25	4100-032050-7002-	-
					119.25	119.25	*	
1/03/2023	11/01/2022	003338 MCGLOTHLIN ALIC	2984537		369.65	369.65	4100-011010-5413-	-
					369.65	369.65	*	
1/03/2023	12/20/2022	001591 MIDWEST TAPE	503108504	10	4,000.00	4,000.00	4100-073010-5411-	-
					4,000.00	4,000.00	*	
1/03/2023	10/13/2022	002304 MUMPOWER SIGN S	305766		1,149.90	1,149.90	4100-031020-5408-	-
1/03/2023	11/28/2022	002304 MUMPOWER SIGN S	306324		104.87	104.87	4100-031020-5408-	-
					1,254.77	1,254.77	*	
1/03/2023	11/21/2022	005010 OWENS FARRELL D	11212022		360.00	360.00	4100-031020-5505-	-
					360.00	360.00	*	
1/03/2023	11/20/2022	003367 QUADIENT FINANC	11202022		42.65	42.65	4100-031020-5201-	-
					42.65	42.65	*	
1/03/2023	11/21/2022	005011 REYNOLDS ALIDA	11212022		390.00	390.00	4100-031020-5505-	-
					390.00	390.00	*	
1/03/2023	11/30/2022	000578 RUSSELL COUNTY	3RD QUARTER 23		92,273.75	92,273.75	4100-051020-5601-	-
					92,273.75	92,273.75	*	
1/03/2023	11/29/2022	000594 SAM'S CLUB/GEGR	1435		332.08	332.08	4100-031020-5409-	-
1/03/2023	11/28/2022	000594 SAM'S CLUB/GEGR	6361		57.16	57.16	4100-031020-5409-	-
					389.24	389.24	*	
1/03/2023	11/25/2022	003380 SHENTEEL	11252022-		119.37	119.37	4100-013020-5413-	-
					119.37	119.37	*	
1/03/2023	12/01/2022	004429 SHORTER DIANA	DECEMBER 2022		55.00	55.00	4100-013020-5801-	-
					55.00	55.00	*	
1/03/2023	12/21/2022	001299 SIGN SHOP OF SO	3987		100.00	100.00	4100-011010-5413-	-
					100.00	100.00	*	
1/03/2023	11/21/2022	004986 SKEENS SHANNON	11212022		390.00	390.00	4100-031020-5505-	-
					390.00	390.00	*	
1/03/2023	11/30/2022	001700 SOUTHWEST VA VE	148944		385.42	385.42	4100-031020-5409-	-
					385.42	385.42	*	
1/03/2023	12/05/2022	002498 SOUTHWEST VIRGI	3RD Q FY2023		548,152.27	548,152.27	4100-033010-3009-	-
1/03/2023	12/05/2022	002498 SOUTHWEST VIRGI	3RD Q FY2023		121,045.39	121,045.39	4100-033010-1006-	-
					669,197.66	669,197.66	*	
1/03/2023	12/18/2022	002562 STERICYCLE INC	8002972831		89.80	89.80	4100-021060-5401-	-
1/03/2023	12/18/2022	002562 STERICYCLE INC	8002972831		61.12	61.12	4100-012010-5401-	-
1/03/2023	12/18/2022	002562 STERICYCLE INC	8002972831		61.11	61.11	4100-012090-5401-	-
1/03/2023	12/18/2022	002562 STERICYCLE INC	8002972831		61.11	61.11	4100-012130-5401-	-
					273.14	273.14	*	
1/03/2023	11/30/2022	000366 THE LEBANON NEW	11302022-		835.94	835.94	4100-011010-3007-	-
1/03/2023	11/30/2022	000366 THE LEBANON NEW	113020222		79.20	79.20	4100-012130-3007-	-
1/03/2023	11/30/2022	000366 THE LEBANON NEW	11302022		201.20	201.20	4100-013020-3007-	-
					1,116.34	1,116.34	*	
1/03/2023	11/30/2022	002133 TREASURER OF VI	11302022		20.00	20.00	4100-035030-3001-	-
					20.00	20.00	*	
1/03/2023	11/30/2022	000700 TRI CITY BUSINE	AR30362	10	299.76	299.76	4100-073010-3002-	-
1/03/2023	11/30/2022	000700 TRI CITY BUSINE	AR30380	10	57.00	57.00	4100-073010-3002-	-
					356.76	356.76	*	
1/03/2023	10/17/2022	004678 ULTRA BRIGHT LI	W144409		769.47	769.47	4100-031020-5408-	-
1/03/2023	11/01/2022	004678 ULTRA BRIGHT LI	W145135		409.48	409.48	4100-031020-5408-	-
					1,178.95	1,178.95	*	
1/03/2023	12/20/2022	003965 UNIFIRST CORPOR	1730042528		14.59	14.59	4100-043020-3008-	-
1/03/2023	12/20/2022	003965 UNIFIRST CORPOR	1730042545		99.42	99.42	4100-043020-3008-	-
1/03/2023	12/20/2022	003965 UNIFIRST CORPOR	1730042547		29.28	29.28	4100-043020-3008-	-
1/03/2023	11/15/2022	003965 UNIFIRST CORPOR	1730027452		14.59	14.59	4100-043020-3008-	-



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item: B-3
Presenter: Chairperson

Meeting: 01/03/23 6:00 PM

Board Appointments

1. Committee Appointments for Board Consideration

Budget/Finance Committee

Vacant	One-Year Term
Vacant	One-Year Term

Finney Community Center

Charlene Blankenship	Two-Year Term
Rachel Helton	Two-Year Term
Doug Lester	Two-Year Term
Harold Thomas	Two-Year Term
Betty Sue Hess	Two-Year Term
Michelle Tharp	Two-Year Term

RC Industrial Development Authority (IDA)

Roger Sword	Four-Year Term
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Heart of Appalachia (HOA)

Shiloh Lyttle	Two-Year Term
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Cumberland Mt. Community Service Board (CSB)

Eric Brown (Resigned)	Three-Year Term
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Board Appointments

Name	District	Term	Term Ending
<u>Planning Commission</u>			
Mark Mitchell	6	Four Years	October 1, 2022
<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
Michelle Tharp	4	Two Years	December 31, 2022
<u>Heart of Appalachia</u>			
Maddie Gordon	2	Two Years	December 31, 2022



CUMBERLAND MOUNTAIN COMMUNITY SERVICES

Mental Health, Intellectual Disability, and Substance Abuse Services

Mary F. Cole, LCSW, Executive Director

November 29, 2022

Mr. Lonzo Lester, Jr
Russell County Administrator
P.O. Box 1208
Lebanon, VA 24266

Dear Mr. Lester:

This letter is written to inform you that Mr. Eric Brown's appointment, which filled the unexpired term for Mr. Donald Ramey, to our Board of Directors will expire December 31, 2022. Mr. Brown is eligible for reappointment for his first full term.

The term to be filled is a three-year appointment commencing on January 1, 2023 and ending on December 31, 2025. The Board will have approximately six (6) meetings per year. Most meetings are held on Tuesdays at noon with lunch provided.

Please contact me as soon as the Board of Supervisors has made the appointment.

If I may be of further assistance, please do not hesitate to contact me.

Sincerely,

Mary F. Cole, LCSW
Executive Director

cc: Eric Brown
P.O. Box 416
Honaker, VA 24260

MFC/fkb



Loretta Vance <loretta.vance@russellcountyva.us>

FW: Eric Brown

1 message

Freda K. Burke <fburke@cmcsb.com>

Mon, Dec 12, 2022 at 1:21 PM

To: "loretta.vance@russellcountyva.us" <loretta.vance@russellcountyva.us>

FYI.

Please see below:

From: eshannonbrown@hotmail.com [mailto:eshannonbrown@hotmail.com]

Sent: Friday, December 9, 2022 11:28 AM

To: Freda K. Burke <fburke@cmcsb.com>

Subject: Eric Brown

****CAUTION**:** External Email.**

This is Eric Brown and it seems that I can't make it to the meetings and I have decided to resign from the position and if they can't get anyone to serve I will but I have not been able to devote my time like it deserves

Prohibition on Re-disclosure: This message is only for the addressee and/or may contain privileged and confidential information, exempt from disclosure under law, including Federal Confidentiality Rules (42 CFR Part 2). If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message. Thank you!



RUSSELL COUNTY BOARD OF SUPERVISORS
BOARD / COMMITTEE APPLICATION

DATE OF APPLICATION: Dec 29 2022

(Please print or type in black ink)

VOTING DISTRICT: 3

NAME: Ron T Blankenship Ron.TBlankenship@VAFB.com
(First) (Last) (Email Address)

MAILING ADDRESS: P. O. Box 61 Lebanon VA 24266

E911 ADDRESS: 570 Spring City Rd Cleveland VA 24225

TELEPHONE NUMBERS: 276-889-1459 276-889-1119 276-971-2478
(Home) (Business) (Cell)

PROFESSION/VOCATION: Insurance Sales

BOARDS/COMMITTEE ON WHICH YOU WISH TO SERVE: IDA

(List no more than 3 -- in order of preference :)

OTHER INTERESTS: _____

EDUCATION: College Degree - Associate Business

JOB EXPERIENCE: 42 years Insurance Business

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: _____

ARE YOU CURRENTLY A MEMBER OF A RUSSELL COUNTY BOARD OR COMMITTEE? _____

IF YES, PLEASE NAME: Clumberland Pottery Planning Board

HAVE YOU PREVIOUSLY SERVED AS A MEMBER OF A RUSSELL COUNTY BOARD OR COMMITTEE? _____

IF YES, PLEASE NAME: _____



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item
Presenters - Attorney

Meeting: 1/3/23 6:00 PM

County Attorney Reports

1. **Finney Disposal Site Lease (Amended).....C-1**
2. **RC IDA Revenue Bond Moral Obligation.....C-2**

Staff Recommendation:

Board Discretion.

Suggested Motion:

Motion Required.

ATTACHMENTS:

- Various

**REPORT TO THE RUSSELL COUNTY BOARD OF SUPERVISORS FOR THE
REGULAR MEETING TO BE HELD ON JANUARY 3, 2023**

Dated December 28, 2022

ATTORNEY-CLIENT PRIVILEGE

DO NOT DISSEMINATE

Board Members,

The following is a list of matters that I will be prepared to discuss and where necessary request approval of certain documents, resolutions and ordinances from the Board of Supervisors. Where the approval of one of the above-referenced documents will be requested I will attach that document for the Boards review. As always if any Board Member has any questions or concerns, please feel free to contact me to discuss prior to or the day of the meeting.

1. **Northrup Grumman Litigation**

- a. The case has been settled and the settlement funds have been received. A condition of the settlement agreement is that to the extent legally possible the Board would keep the terms of the settlement and the agreement confidential.
 - i. Lonzo has a copy of the agreement if any of the Board members would like to review it.

2. **Solar Ordinance**

- a. The next Solar Committee meeting will be held on January 12, 2023 at the Government Center. At this meeting I will provide the committee with some suggestions on how the county would need to proceed including other counties ordinances and site agreements.

3. **Abortion Ordinance**

- a. I have continued researching the possibility of an ordinance the Board could pass that would prohibit abortion clinics from locating and operating in Russell County.
- b. I have discussed my findings with Jeff and he agrees that the approach I have found may work for a potential ordinance.
 - i. During closed session I will discuss the ordinance I have drafted with you all collectively and provide my legal advice regarding the validity of the ordinance and t

4. **Finney Disposal Lease**

- a. Lonzo reached out to me regarding one the Finney Disposal Leases that the Board approved in October of this year.
- b. After the leases were entered. Property owners came forward and stated that they were the owners of the land where the trash dumpsters were located. It is my understanding that a survey was produced which confirmed that the leased property did belong to the property owners that came forward
 - i. Lonzo advised that the property owners who came forward were agreeable to the same lease terms as the Board previously approved.
 - 1. Also, the holders of the previous lease with County understood and thought that they were the true owners of the land in question when the lease was entered
 - ii. I have revised the previous lease to include the correct property owners.
 - 1. This may be approved by the Board at the January meeting.

5. **Landfill Project**

- a. We have received an update from the consulting firm the Board hired regarding the feasibility of the project.
 - i. I will discuss the report with the Board in closed session as there is more information that is needed which can only be provided by the individuals proposing the landfill project. It is my understanding that Potesta has made them aware of the additional information needed but the Board may need to send a letter detailing the information needed before the Board would consider amending the solid waste ordinance.

6. **Moral Obligation for the Probation Building**

- a. Lonzo informed me that the IDA is currently working with Dennis Jones, as bond counsel, to secure funding for the new building that Probation is located in.
 - i. The IDA will need a moral obligation from the County for that bond.
 - ii. After discussing the moral obligation with Ernie he said that Dennis should be providing that document to review and present to the Board. He is not sure if Dennis will have the moral obligation ready in time for our January meeting but he confirmed that it would be fine if the moral obligation was approved in February.
 - 1. I will forward the moral obligation to the Board for review if I receive it before the January 3rd meeting.

FINNEY CONVENIENCE SITE LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 3rd day of January 2023, by and Between Joe Frank Harrison and Nina Harrison, herein referred to as Landlord, and **the BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA**, a body politic and corporate, herein referred to as Tenant.

1. **Identification of Property.** Landlord leases to Tenant and Tenant leases from Landlord a portion of land, approximately two tenths (.02) acre, located on south side of Route 646 (John Simms Hill Rd) in the New Garden Magisterial District of Russell County, Virginia being that same property conveyed unto Joe Frank Harrison and Nina Harrison of record in the Russell County Circuit Court Clerk's Office in Deed Book 486, at page 233.
2. **Rent.** Tenant agrees to pay Landlord monthly Rent of FOUR HUNDERD (\$400) DOLLARS per month payable upon the Commencement Date of this Lease.
3. **Term.** The term of this Lease commences on January 3, 2023 (the "Commencement Date") to January 3, 2028 (the "Termination Date") unless otherwise terminated by either party in accordance with the terms hereof.
4. **Warranty.** Landlord warrants that it has full legal authority and right of grant the Tenant the estate hereby demised and the easements thereunder pertaining.
5. **Use of Property and Improvements.** Tenant shall use the Property for purpose of a "convenience site" for receipt, handling, and transfer of solid waste. At the expiration of this Lease Agreement, Tenant may remove any of the improvements made by Tenant, which Tenant desires to remove from said premises. Tenant also shall have the right to remove improvements during the term of this Lease Agreement as necessary for continued use and operation of the convenience site.
6. **Insurance.** Tenant covenants and agrees that Tenant shall carry insurance in such sums as to hold Landlord harmless to third parties utilizing said convenience site, or otherwise hold landlord in regard to same.
7. **Laws Governing.** This lease shall be governed by the laws of the Commonwealth of Virginia.
8. **Entire Understanding.** This lease contains the entire understanding of the parties, there being no promises or undertakings, written or oral, other than those expressly set forth herein.
9. **Defaults; Termination.** If, at any time, either party shall have breached any of the terms or covenants contained herein and such breach is not remedied within thirty (30) days after written notice to the defaulting party, then the non-defaulting party may, at its sole option, may terminate this Lease upon thirty (30) days prior written notice to the defaulting party.

In addition to the termination rights above, each party may terminate this Lease upon ninety (90) days prior written notice to the other party.

In any event of termination of this lease the Tenant shall have a reasonable amount of time to remove all improvements and other personal property not to exceed thirty (30) days.

10. **Notices.** Any notice required or permitted by this Lease to be given by mail shall be sent to the following addresses;

Tenant's Address: 137 Highlands Drive, Suite A, Lebanon, Virginia 24266

Landlord's Address: P.O. Box 1807, Lebanon, VA 24266

11. **Entire Agreement.** This Lease contains the entire agreement between Landlord and Tenant regarding the Property and supersedes all previous agreement between Landlord and Tenant. This Lease may be modified only by an agreement in writing signed by Landlord and

Tenant.

Landlord and Tenant have executed this Lease to be effective as of the date stated in the first paragraph of this Lease.

Tenant

Landlord

Russell County Board of Supervisors

Joe Frank Harrison

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Nina Harrison

By: _____

Name: _____

Title: _____



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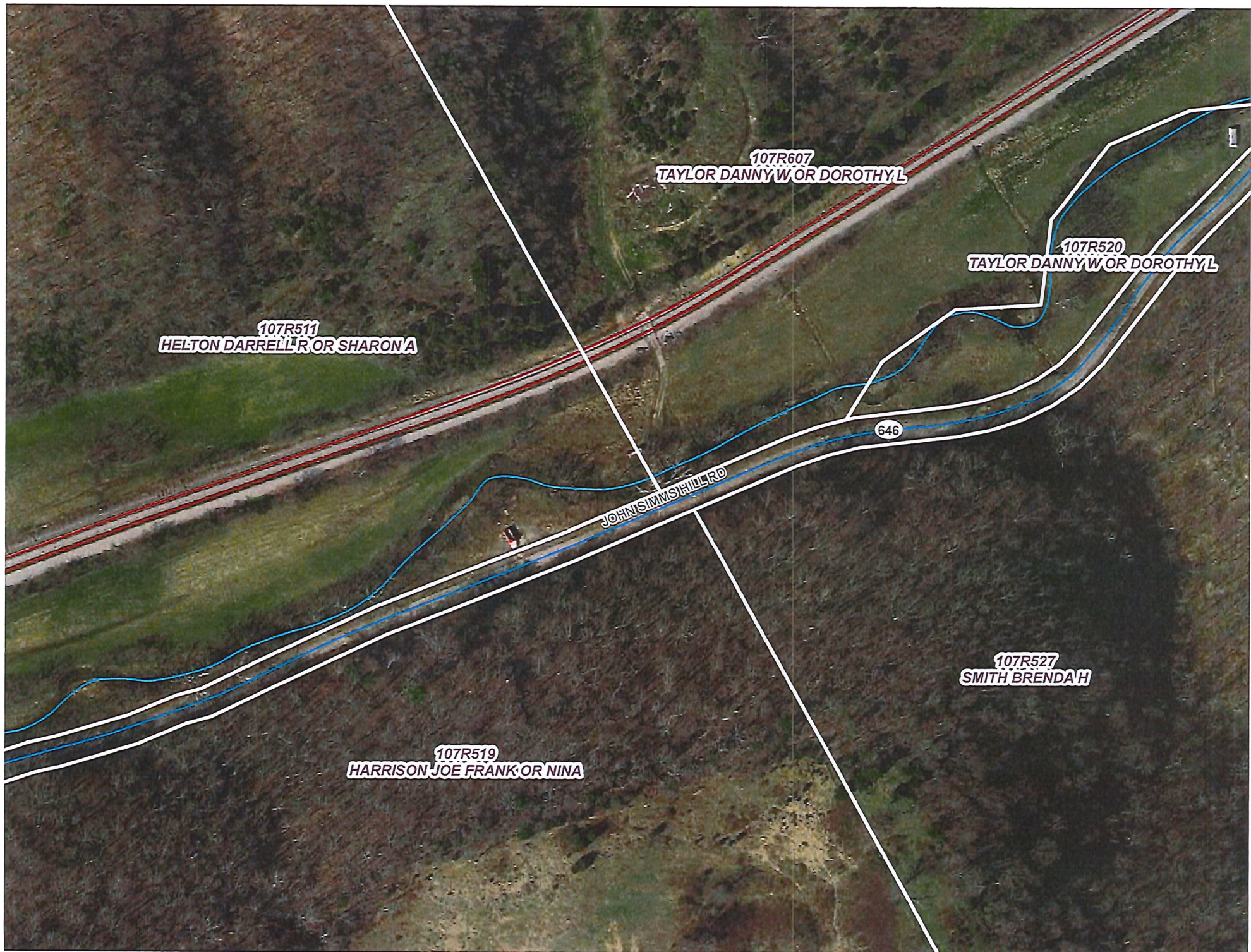
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107R607
TAYLOR DANNY W OR DOROTHY L

107R520
TAYLOR DANNY W OR DOROTHY L

107R511
HELTON DARRELL R OR SHARON A

JOHNSIMM SHILRD

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107R527
SMITH BRENDA H

107R519
HARRISON JOE FRANK OR NINA

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land; and that they will execute such further assurances of said land as may be requisite.

WITNESS the following signatures and seals:

Ethel Mae Osborne (SEAL)
Ethel Mae Osborne

Gaines C. Osborne (SEAL)
Gaines C. Osborne

STATE OF VIRGINIA,
COUNTY OF RUSSELL, to-wit:

I, Dorothy Hughes, a Notary Public in and for the County of Russell, in the State of Virginia, do hereby certify that Ethel Mae Osborne and Gaines C. Osborne, whose names are signed to the foregoing writing, bearing date on the 3rd day of August, 1949, have each this day personally appeared before me in my County and acknowledged the same.

My commission expires on the 12th day of April, 1953.

Given under my hand this 3rd day of August, 1949.

Dorothy Hughes
Notary Public.

Virginia: County of Russell, to-wit:

In the Clerk's Office of the Circuit Court of the County and State aforesaid, the 3rd day of August, 1949, at 10:30 o'clock, A. M., the foregoing writing was presented and admitted to record, and together with the certificate of acknowledgment recorded.

Teste: Walter A. Ponds
Deputy Clerk.

THIS DEED, made this the 27th day of June, 1949, by and between FLORENCE KISER, widow, G.W. KISER, VERNA K. KISER, his wife, ALTA V. BRANSON, JESSEE K. BRANSON, her husband, and RUTH T. MOORE, widow, being all the heirs at law of H.F. Kiser deceased, parties of the first part and G.G. ARTRIP and KATHLEEN ARTRIP, parties of the second part;

WITNESSETH, that for and in consideration of the sum of EIGHTEEN HUNDRED AND TWENTY (\$1820.00) DOLLARS, paid and to be paid as follows: NINE HUNDRED AND TWENTY (\$920.00) DOLLARS cash in hand paid, the receipt whereof is hereby acknowledged; FOUR HUNDRED AND FIFTY (\$450.00) DOLLARS to be paid on January 1st,

Verified
8-23-49
Coulwood
Va.



1951, with interest from January 1st, 1950; and FOUR HUNDRED AND FIFTY (\$450.00) DOLLARS to be paid on January 1st 1952, with interest from January 1st; 1950, and evidenced by notes of even **193** date hereof, and to secure the deferred payments there is expressly reserved a vendor's lien the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said parties of the second part with covenants of general warranty all the hereinafter described tract or parcel of land lying and being in the County of Russell, Virginia, in the New Garden Magisterial District, and being a part of the land known as the **H.F. Kiser and J.J. Kiser lands**, and which said part herein conveyed is more fully bounded and described as follows, to-wit:

BEGINNING at a fence post in the Gent and Kiser line, corner to Lot No. 2, the Woody tract, then S 57 W. 76 $\frac{1}{2}$ poles to a fence post near a small bush, corner to lots 3 and 4, then Northwest to a corner post in the present fence; then Southwest with the fence to a walnut tree at the turn of the old road; then Northwest to a poplar tree above road; N 12 $\frac{1}{2}$ E. 10 poles; N 46 $\frac{1}{2}$ E. 2 poles; N 68 $\frac{3}{4}$ E. 10 poles; N 30 $\frac{1}{2}$ E. 10 poles; N 52 $\frac{1}{2}$ E. 16 poles; N 66 $\frac{1}{2}$ E. 18 poles; N 74 E. 16 poles; N 65 $\frac{1}{2}$ E. 22 poles; N 73 $\frac{1}{2}$ E. 8 poles; N 64 $\frac{1}{2}$ E. 14 $\frac{1}{2}$ poles to a stake; then leaving the road and with old line S 25 E. 25 poles to a black walnut on top of bluff; S 28 E. 57 poles to the beginning, and containing 52 acres more or less.

There is further granted and conveyed to the said parties of the second part and for the use and benefit of the land herein conveyed, the right of ingress and egress thereto and therefrom along and over an 18 foot open road to the public road, and the rights which were expressly reserved in the deed this day made to W.L. Woody and wife and expressly reserved for the use and benefit of the lands herein conveyed.

The possession hereunder shall not be surrendered until January 1st, 1950, except that the said parties of the second part shall have the right to seed any of the fields prior to said date.

The aforesaid grantors covenant that they have the right to convey the said land to the said grantees; that the said grantees shall have quiet possession of the said lands free from all encumbrances, except as herein reserved; that the said lands are not otherwise encumbered; and that they will execute such further assurance of the said lands as may be requisite.

The debt secured hereby having been duly paid and satisfied. In this deed, hereby release the Vendor's Lien in this deed in witness whereof, hand and seal, this 19th day of January, 1952.
 Attest: *[Signature]*
 Clerk

I hereby certify that the note secured by the Vendor's Lien in this deed has been satisfied inasmuch as the 19th day of January, 1952.
 Attest: *[Signature]*
 Clerk

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Witness the following signatures and seals:

*without to the State
mark of the State*

her
Florence Kiser (SEAL)
mark
G.W. Kiser (SEAL)
Verna K. Kiser (SEAL)
Alta V. Branson (SEAL)
J.V. Branson (SEAL)
Ruth T. Moore (SEAL)

STATE OF VIRGINIA;
COUNTY OF RUSSELL, to-wit:

I, George H. Combs, Clerk of the Circuit Court of the County of Russell, Virginia, in and for the County and State

aforsaid, do hereby certify that Florence Kiser, G.W. Kiser, Verna K. Kiser, Alta V. Branson and Ruth T. Moore, whose names are signed to the foregoing deed bearing date on the 27th day of June, 1949, have acknowledged the same before me in my County and State aforsaid.

Given under my hand this the 27th day of June, 1949.

George H. Combs
Clerk.

STATE OF VIRGINIA;
COUNTY OF Russell, to-wit:

I, N. P. Hines, a notary public in and for the County and State aforsaid, do hereby certify that Jessee K. Branson, whose name is signed to the foregoing deed bearing date on the 27th day of June, 1949, has acknowledged the same before me in my County and State aforsaid.

Given under my hand this the 15th day of July, 1949.

My commission expires on the 21st day of March, 1951.

N. P. Hines
Notary Public.

Virginia: County of Russell, to-wit:

In the Clerk's Office of the Circuit Court of the County and State aforsaid, the 3rd day of August, 1949, at 1:30 o'clock, P. M., the foregoing writing was presented and admitted to record, and together with the certificate of acknowledgment recorded.

Teste: Lucie A. Combs
Deputy Clerk.

BOOK 408 PAGE 090

THIS DEED, made and entered into this the 7th day of April, 1993, by and between G. G. ARTRIP and MADICE ARTRIP, husband and wife, parties of the first part, "Grantors", and TONY B. MAXFIELD and BARBARA J. MAXFIELD, husband and wife, as tenants by the entirety with the right of survivorship as at common law, parties of the second part, "Grantees".

W I T N E S S E T H :

THAT FOR and in consideration of the sum of THIRTY THOUSAND (\$30,000.00) DOLLARS, FIFTEEN THOUSAND (\$15,000.00) DOLLARS of which is cash in hand paid, and the remaining purchase price to be paid as hereinafter set forth, the parties of the first part have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the parties of the second part, as tenants by the entirety, with the right of survivorship as at common law and with English Covenants and General Warranty of Title all that certain tract, piece or parcel of land lying and being in the New Garden Magisterial District of Russell County, Virginia, containing 52 acres, more or less, and being a part of the land known as the H. F. Kiser and J. J. Kiser lands, and being more particularly described as follows:

BEGINNING at a fence post in the Gent and Kiser line, corner to Lot No. 2, the Woody Tract, thence S 57 W 76 poles to a fencepost near a small bush, corner to Lots 3 and 4, thence northwest to a corner post in the present fence; then southwest with the fence to a walnut tree at the turn of the old road; then northwest to a poplar tree above road; N 12 1/2 E 10 poles; N 46 1/2 E 2 poles; N 68 3/4 E 10 poles; N 30 1/4 E 10 poles; N 52 1/2 E 16 poles; N 66 1/2 E 18 poles; N 74 E 16 poles; N 65 1/2 E 22 poles; N 73 1/2 E 8

BOOK 408 PAGE 091

poles; N 64 1/2 E 14 1/4 poles to a stake;
thence leaving the road and with the old line
25 E 25 poles to a black walnut on top of a
bluff; S 28 E 57 poles to the BEGINNING.
(Description taken from Deed of record in Deed
Book 127, Page 192, dated June 27, 1949)

SOURCE OF TITLE:

Being identically the same tract or parcel of land conveyed unto G. G. Artrip and Kathleen Artrip, his then wife, by deed dated the 27th day of June, 1949, which said deed is of record in the Russell County Circuit Court Clerk's Office in Deed Book 127, at Page 192, to the record of which reference is here made. That heretofore Kathleen Artrip departed this life testate and by her Last Will and Testament which is of record in Will Book 25, at Page 632, in the Tazewell County Circuit Court Clerk's Office, she devised all of her interest in and to the aforesaid property to her surviving spouse, G. G. Artrip, one of the parties of the first part. (A copy of said will is to be recorded in the Russell County Circuit Court Clerk's Office at the time of the recordation of this deed.) That since the death of Kathleen Artrip, G. G. Artrip has married Madice Artrip.

VENDORS' LIEN:

The parties of the first part hereby expressly reserve a Vendors' Lien for the remaining purchase price of FIFTEEN THOUSAND (\$15,000.00) DOLLARS, which is evidenced by a negotiable promissory note of even date herewith in the amount of FIFTEEN THOUSAND (\$15,000.00) DOLLARS, executed by Tony B. Maxfield and Barbara J. Maxfield, payable to G. G. Artrip. Said note is due and payable within three (3) years from the date hereof, at FIVE (5%) PER CENT PER ANNUM. All payments made on said note are to be applied first

BOOK 408 PAGE 092

to interest and then to principal. The makers of said note shall be entitled to or have the privilege to pay said note in full at any time prior to the expiration of THREE (3) YEARS without penalty.

There is further granted and conveyed unto the second parties for the use and benefit of the land herein conveyed, the right of ingress and egress over an eighteen (18) foot road to the public road.

This conveyance is made subject to the exceptions, reservations, covenants and easements pertaining to said property and binding on the Grantors, if any, as contained in all deeds and instruments properly of record.

WITNESS the following signatures and seals, the day, month and year first above written.

G. G. Artrip (SEAL)
G. G. ARTRIP

Madice Artrip (SEAL)
MADICE ARTRIP

Tony B. Maxfield (SEAL)
TONY B. MAXFIELD

Barbara J. Maxfield (SEAL)
BARBARA J. MAXFIELD

STATE OF VIRGINIA
COUNTY OF RUSSELL, TO-WIT:

The foregoing deed was signed and acknowledged before me by G. G. Artrip and Madice Artrip, husband and wife, this the 8th

day of April, 1993.

BOOK 408 PAGE 093

My Commission expires: August 31, 1995.

[Signature]
NOTARY PUBLIC

STATE OF VIRGINIA
COUNTY OF RUSSELL, TO-WIT:

The foregoing deed was signed and acknowledged before me by
Tony B. Maxfield and Barbara J. Maxfield, husband and wife, this
the 8th day of April, 1993.

My Commission expires: August 31, 1995.

[Signature]
NOTARY PUBLIC

9

VIRGINIA IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF RUSSELL COUNTY, 4-8 1993. This deed was this day
presented in said office, and upon the certificate of acknowledgment thereto annexed, admitted to record at 1:30 o'clock P.M., after payment of
\$300 tax imposed by Sec. 58.1-802.

Original returned this date to Tony Maxfield

TESTE: JOSEPH A. GOMER, CLERK
BY *[Signature]* D. CLERK

BOOK 486 PAGE 233

THIS DEED, made and entered into this the 30th day of December, 1998, by and between TONY B. MAXFIELD and BARBARA J. MAXFIELD, parties of the first part, "GRANTORS", and JOE FRANK HARRISON and NINA HARRISON, husband and wife, as tenants by the entirety with the right of survivorship as at common law, parties of the second part, "GRANTEES", whose address is P. O. Box 1807, Lebanon, Virginia 24266.

W I T N E S S E T H : .

THAT FOR and in consideration of the sum of THIRTY THOUSAND (\$30,000.00) DOLLARS, cash in hand paid by the parties of the second part to the parties of the first part, at and before the signing, sealing and delivery of this deed, the parties of the first part have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the parties of the second part, as tenants by the entirety with the right of survivorship as at common law, and with English Covenants and General Warranty of Title all that certain tract, piece or parcel of land lying and being in the New Garden Magisterial District of Russell County, Virginia, containing 52 acres, more or less, and being a part of the land known as the H. F. Kiser and J. J. Kiser lands, and being more particularly described as follows:

BEGINNING at a fence post in the Gent and Kiser line, corner to Lot No. 2, the Woody Tract, thence S 57 W 76 poles to a fencepost near a small bush, corner to Lots 3 and 4, thence northwest to a corner post in the present fence; thence southwest with the fence to a walnut tree at the turn of the old road; then northwest to a poplar

LAW OFFICES
TILLER AND TILLER, P.C.
P.O. BOX 465
LEBANON, VIRGINIA 24266

BOOK 486 PAGE 234

tree above road; N 12 1/2 E 10 poles; N 46 1/2 E 2 poles; N 68 3/4 E 10 poles; N 30 1/4 E 10 poles; N 52 1/2 E 16 poles; N 66 1/2 E 18 poles; N 74 E 16 poles; N 65 1/2 E 22 poles; N 73 1/2 E 8 poles; N 64 1/2 E 14 1/4 poles to a stake; thence leaving the road and with the old line 25 E 25 poles to a black walnut on top of a bluff; S 28 57 poles to the BEGINNING. (Description taken from Deed of record in Deed Book 127, Page 192, dated June 27, 1949.)

SOURCE OF TITLE: Being the same property conveyed to Tony B. Maxfield and Barbara J. Maxfield by deed dated April 7, 1993, which said deed is of record in the Russell County Circuit Court Clerk's Office in Deed Book 408, at Page 90.

This conveyance is made subject to the exceptions, reservations, covenants and easements pertaining to said property and binding on the Grantors, if any, as contained in all deeds and instruments properly of record.

WITNESS the following signatures and seals, the day, month and year first above written.

Tony B. Maxfield (SEAL) TONY B. MAXFIELD

Barbara J. Maxfield (SEAL) BARBARA J. MAXFIELD

STATE OF Virginia COUNTY OF Russell, TO-WIT:

The foregoing deed was signed and acknowledged before me by Tony B. Maxfield and Barbara J. Maxfield, this the 30th day of December, 1998.

My Commission expires: 8-31-99 3893

Kevin D. Tiller NOTARY PUBLIC

VIRGINIA: IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF RUSSELL COUNTY, 12-30, 1998. This deed was this day presented in said office, and upon the certificate of acknowledgment thereto annexed, admitted to record at 3:55 o'clock P.M. after payment of \$ 30.00 tax imposed by Sec. 58.1-602.

TESTE: JOSEPH H. GILMER, CLERK BY: Jennifer Kendrick D. CLERK

Original returned this date to: Kevin Tiller

LAW OFFICES KILLER AND TILLER, P.C. P.O. BOX 466 EBANON, VIRGINIA 24266

BOOK 440 PAGE 423

THIS DEED, made this 26th day of October, 1995, by and between BUD CLAYTON CHARLES and KATHY JEAN CHARLES, his wife, GRANTORS, and DARRELL R. HELTON and SHARON A. HELTON, husband and wife, as tenants by the entirety, with the right of survivorship, as at common law, GRANTEEES.

WITNESSETH:

THAT for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Grantors do hereby grant and convey unto the Grantees, as tenants by the entirety, with the right of survivorship, as at common law, with General Warranty and English Covenants of title, all that certain parcel of land situate in the New Garden Magisterial District of Russell County, Virginia, on the waters of Thompson Creek, and bounded on the west by State Route 650 and on the south by Thompson Creek, and which said parcel of land herein conveyed is more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the bridge at the intersection of Route 650 and Thompson's Creek; thence, N 46-45 W 420 feet to a point in Norfolk and Western Railway right of way; thence, N 13-23 W 242 feet to a point; thence, N 29-00 W 142 feet to a point; thence, N 48-50 W 100 feet to a point; thence, N 05-25 W 300 feet to a point; thence, N 15-30 W 358 feet to a point; thence, N 03-15 W 200 feet to a point; thence, N 25-00 W 500 feet to a point; thence, N 20-10 W 600 feet to a point; thence, N 09-25 E 200 feet to a point; thence, N 05-45 W 250 feet to a point; thence, N 50-15 E 128 feet; thence, continuing with Route 650; thence, leaving Route 650, with Wilson's line, S 55-30 E 325 feet; thence, S 50-15 E 260 feet; thence, S 45-00 E 136 feet; thence, S 42-05 E 150 feet to a planted stone and stump on the top of a ridge; thence, with top of ridge, S 12-45 E 117 feet; thence, S 15 20 E 327 feet; thence, S 43-00

Page 2

BOBK 440 PAGE 424

E 108.5 feet; thence, S 19-30 E 150 feet; thence, S 04-30 W 150 feet; thence, S 23-15 E 118 feet to a planted stone on top of ridge; thence, S 83-50 E 834 feet crossing a deep hollow to a hickory on the side of a hill; thence, N 54-30 E 352 feet to a sugar tree; thence, S 28-45 E 533 feet to a walnut; thence, S 11-00 E 359 feet to the north side of the right of way of the Norfolk and Western Railroad Company; thence, crossing said railroad right of way on same bearing S 11-00 E 80 feet to the south side of the right of way; thence, on same bearing S 11-00 E 46 feet with Wilson's line to the center of Thompson Creek and Artrip's corner near a sycamore on the north bank of said creek; thence, with the center of Thompson Creek and Artrip's line, S 45-30 W 254 feet; thence, S 69-35 W 205 feet; thence, S 81-35 W 200 feet; thence, S 73-00 W 224 feet; thence, S 59-00 W 152 feet; thence, S 55-18 W 431 feet; thence, S 38-25 W 200 feet to the point of BEGINNING, and containing 69.6 acres, more or less.

Restrictions and Easements: This conveyance is expressly subject to and beneficiary of any and all reservations, restrictions and easements of record in the Office of the Clerk of the Circuit Court of Russell County, Virginia to the extent that the same may lawfully apply to the property hereby conveyed.

Sources of Title:

(1) And being identically the same parcel of land which was conveyed to Raleigh Charles by deed dated July 1, 1986, from Ernest G. Mullins and Bee Mullins, husband and wife, which is of record in the aforesaid Clerk's Office in Deed Book No. 342, at page 765, reference to which is hereby made.

(2) Raleigh Charles subsequently died and by the terms of his Last Will and Testament which is of record in said Clerk's Office in Will Book 35, at page 269, he devised the real estate herein conveyed to his nephew, Bud Clayton Charles.

107 R 511

BOOK 252 PAGE 841

Verified
3-24-75

THIS DEED, made this the 5th day of March 1975,
between JAMES K. MUSICK and GLORIA MUSICK, husband and wife,
parties of the first part and ERNEST G. MULLINS and BEA W. MULLINS,
husband and wife, parties of the second part:

Ernest G. Mullins
Bk 1086
Feasom

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the parties of the first part hereby grant and convey, with covenants of general warranty and with English Covenants of title, unto the parties of the second part as tenants by the entirety with right of survivorship as at common law, the real estate described as: All that certain piece or parcel of land, with all improvements thereon and all appurtenances therunto belonging, situate, lying and being in the New Garden Magisterial District of Russell County, Virginia, on the waters of Thompson Creek, and bounded on the west by State Road 650 and on the south by Thompson Creek, and being the eastern portion of Tract 1, conveyed to first parties by Noah Winfred Musick and Irene Kiser Musick, and more particularly bounded and described as follows:

"BEGINNING at a point on the bridge at the intersection of Route 650 and Thompson's Creek; thence N 46 45 W 420 feet to a point in Norfolk & Western Railway right of way; thence N 13 23 W 242 feet to a point; thence N 29 00 W 142 feet to a point; thence N 48 50 W 100 feet to a point; thence N 05 25 W 300 feet to a point; thence N 15 30 W 358 feet to a point; thence N 03 15 W 200 feet to a point; thence N 25 00 W 500 feet to a point; thence N 20 10 W 600 feet to a point; thence N 09 25 E 200 feet to a point; thence N 05 45 W 250 feet to a point; thence N 50 15 E 128 feet; thence continuing with Route 650, thence leaving Route 650, with Wilson's line, S 55 30 E 325 feet; S 50 15 E 260 feet; S 45 00 E 136 feet; S 42 05 E 150 feet to a planted stone and stump on the top of a ridge; thence with top of ridge S 12 45 E 117 feet; S 15 20 E 327 feet; S 43 00 E 108.5 feet; S 19 30 E 150 feet; S 04 30 W 150 feet; S 23 15 E 118 feet to a planted stone on top of a ridge; thence S 83 50 E 834 feet crossing a deep hollow to a hickory on the side of a hill; thence N 54 30 E 352 feet to a sugar tree; thence S 28 45 E 533 feet to a walnut; thence S 11 00 E 359 feet to the north side of the right of way of the Norfolk & Western Railroad Company; thence crossing said railroad right of way on same bearing S 11 00 E 80 feet

MOORE AND BROWNING
ATTORNEYS AT LAW
ASHBORO, VIRGINIA

to the south side of the right of way; thence on same bearing S 11 00 E 46 feet with Wilson's line to the center of Thompson Creek and Artrip's corner near a sycamore on the north bank of said creek; thence with the center of Thompson Creek and Artrip's line, S 45 30 W 254 feet; S 69 35 W 205 feet; S 81 35 W 200 feet; S 73 00 W 224 feet; S 59 00 W 152 feet; S 55 18 W 431 feet; S 38 25 W 200 feet to the point of BEGINNING", containing 69.6 acres, more or less.

And being a portion of the same land conveyed to James K. Musick and Gloria Musick from Noah Winfred Musick and Irene Kiser Musick by deed dated June 7, 1974 and recorded in Russell County, Virginia records.

There is further excepted and reserved from this conveyance the strip of land contained within the right of way of the Norfolk & Western Railway which is contained within the above description of Tract 1.

This conveyance is subject to the conditions, restrictions and easements on said property, if any there be, to the extent that they are binding on the property hereby conveyed and on first parties.

WITNESS the following signatures and seals:

James K. Musick (SEAL)
James K. Musick

Gloria Musick (SEAL)
Gloria Musick

STATE OF VIRGINIA

COUNTY OF Russell, To-Wit:

I, Elizabeth A. Catalina, a Notary Public in and for the County aforesaid in the State of Virginia, do hereby certify that James K. Musick and Gloria Musick, whose names are signed to the writing above, bearing date on the 5th day of March 1975, have this day acknowledged the same before me in my County aforesaid.

My Commission expires 7-24-78.

Given under my hand this 5th day of March 1975.

Elizabeth A. Catalina

VIRGINIA: In the Clerk's Office of the Circuit Court of this County, Russell, 1975. This deed

was this day received in said office, and, upon the certificate of acknowledgment... thereto annexed, admitted to record, at 12:30 o'clock P. M., after payment of \$ 16.00, tax imposed by Sec. 58-54 (b).
Teste: Patricia A. Duckert, Clerk.

MOORE AND BROWNING
ATTORNEYS AT LAW
ABINGDON, VIRGINIA

Tax \$ 32.00 Transfer Fee \$ 1.00

NAME: Charles S. Bud Clayton
 ADDRESS: Box 102 Rt. 1 Box 143A
 ADDRESS: Honaker, Va. 22600
 CITY/STATE: CHESHAM COUNTY VA. 22622
 DESCRIPTION: AARON JOHNSON LAND
 DESCRIPTION:
 DESCRIPTION:
 CLASS: B
 ACREAGE: 69.600
 DIST & MAP: 3 107B 511

107R511

RECORD OF OWNERSHIP	DB.	PG.	DATE	CONSID-ERATION
	253	841	3-15-78	
	319	321	7-2-83	
	340	765	7/2/86	
				18,000.00
	WP 35	269	2/23/93	

DESCR. Aaron Johnson Land
 SUBD. _____
 LOT _____ BLOCK _____ SECTION _____
 ACREAGE 69.600
 NOTES:

REMARKS: From Ernest Mullins 1983
From Bea W. & Ernest D. Mullins 1986
By will from Raleigh Charles 1993.

Book 655 page 351

THIS DEED, made and entered into this the 15th day of June, 2006, by and between **ROY TURNER and LORENE TURNER**, husband and wife, Grantors; and **DANNY W. TAYLOR and DOROTHY L. TAYLOR**, husband and wife, as tenants by the entirety with the right of survivorship as at common law, Grantees, whose address is Route 1, Box 129B, Cleveland, VA 24225:

WITNESSETH:

THAT FOR and in consideration of the sum of **TEN DOLLARS (\$10.00)** cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors do hereby grant, bargain, sell and convey, with **GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE**, unto the Grantees, as tenants by the entirety with the right of survivorship as at common law, the following described real estate:

All that certain tract, piece or parcel of land lying and being in the New Garden Magisterial District of Russell County, Virginia, on the waters of Breezer Branch, and lying on both sides of and adjacent to Secondary Route No. 650 of the Virginia Highway System, containing **150.00 acres, more or less.**

AND BEING the same property conveyed unto Roy Turner and Lorene Turner, husband and wife, from Banner Wilson, et al, by Deed dated March 12, 1991, of record in the Circuit Court Clerk's Office of Russell County, Virginia, in **Deed Book 386, at page 507.** The said Robert Wilson, who was granted a life estate in said Deed, is now deceased, having died February 11, 2004, as shown by List of Heirs of record in Will Book 45, at page 248.

There is **EXCEPTED** from this conveyance that certain 0.9504 acre tract conveyed unto Curtis Wilson, by Deed dated April 24, 1985, of record in Deed Book 333, at page 196.

This conveyance is made subject to all conditions, easements, restrictions and rights of way of record on said property, if any, to the extent they are binding on the Grantors and the property herein conveyed.

PREPARED BY:

CHAFIN LAW FIRM, P.C.
Post Office Box 1218
Lebanon, Virginia 24266
(776) 889-8143

Page 3

EGGK 440 PAGE 425

WITNESS the following signatures and seals:

Bud Clayton Charles (SEAL)
BUD CLAYTON CHARLES

Kathy Jean Charles (SEAL)
KATHY JEAN CHARLES

STATE OF VIRGINIA,
COUNTY OF RUSSELL, to-wit:

The foregoing instrument was acknowledged before me by Bud Clayton Charles and Kathy Jean Charles, his wife, this 26th day of October, 1995.

My commission expires June 30, 1999

William C. Smith
Notary Public

2744-

VIRGINIA IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF RUSSELL COUNTY, 10-26, 1995. This deed was this day presented to said office, and upon the certificate of acknowledgment thereto annexed, admitted to record at 3:31 o'clock P.M. after payment of \$ 40.00 as provided by Sec. 58-1-802.

Original returned to: N. Dickenson

TESTE: JOSEPH L. BAKER, CLERK
BY Michelle Carter D. CLERK

Book 655 page 352

WITNESS the following signatures and seals:

Roy Turner (SEAL)
ROY TURNER

Lorene M. Turner (SEAL)
LORENE TURNER

STATE OF VIRGINIA
COUNTY OF RUSSELL, to-wit:

I, a Notary Public in and for the County and State aforesaid, do hereby certify that **ROY TURNER and LORENE TURNER**, husband and wife, whose signatures appear on the foregoing instrument, have personally acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand this 27th day of June, 2006.

My Commission expires March 31, 2010.

Loren W. Smith
NOTARY PUBLIC

VIRGINIA: IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF RUSSELL COUNTY, 6-27, 2006. This deed was this day presented in said office, and upon the certificate of acknowledgment thereto annexed, admitted to record at 16:44 o'clock P.M., after payment of \$70.00 tax imposed by Sec. 58.1-802.

Original returned this date to: Teresa Smith

TESTE: Dolliet M. Compton, CLERK
BY: Jewel Kelley D. CLERK

PREPARED BY:
CHAFIN LAW FIRM, P.C.
Post Office Box 1210
Lebanon, Virginia 24266
(276) 889-0143

0602069



IDA Russell County, VA

Industrial Development Authority of
Russell County, Virginia

December 21, 2022

Russell County Board of Supervisors
Mr. Lonzo Lester
137 Highland Drive
Suite A
Lebanon, VA 24266

Re: Revenue bond funding

Dear Mr. Lester:

The Russell County IDA does hereby request the support of the Russell County Board of Supervisors for a revenue bond in the amount of \$3,056,221.32 for a 25-year term. The IDA does hereby commit the monthly lease payments from the Russell County Health Department and the Department of Correction Probation and Parole office to pay the monthly bond payment with First Bank and Trust. The revenue received from these long-term leases is more than adequate to cover the monthly obligations.

We greatly appreciate the support and consideration of the Board of Supervisors in our efforts to grow the economy of Russell County. If the Russell County Board of Supervisors has any questions or concerns regarding this transaction, please contact me at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ernie McFaddin'.

Ernie McFaddin
Executive Director



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item D-1 – D-8
Presenter: Administrator

Meeting: 1/3/23 6:00 PM

County Administrator Reports & Requests

The County Administrator Reports & Request for January 2023:

REPORTS

1. 2022 VACo & Virginia Rural Center Rural Caucus Reception.....D-1
2. State and Local Economic Interests and Financial Disclosure Statements....D-2
3. VDOT Monthly Road System Report.....D-3

REQUESTS

4. DEQ Litter Prevention and Recycling Program - \$19,456.....D-4
5. Southwest Virginia Regional Jail Authority Service Agreement.....D-5
6. 2023 Authorized Payments. Authorization of the list of operational routine monthly payments for delegated authorization.....D-6
7. Glade Hollow Ball Park Deck Repair.....D-7
8. Virginia America 250 Commission (VA250).....D-8

STAFF RECOMMENDATION(s):

Board Discretion.

SUGGESTED MOTION(s):

Board Discretion.

ATTACHMENTS:

- Various

2023 RURAL CAUCUS RECEPTION

WEDNESDAY, JANUARY 18, 2023

OMNI RICHMOND HOTEL | 5:30PM-8PM



Cost is \$150 per person

Room block at the Omni Richmond Hotel closes on January 3, 2023

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 \$165 (single room occupancy). To reserve a hotel room, call 804.344.7000 by January 3, 2023, with this code: **Government Legislative Day 2023 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 6, 2023. Substitutions are allowed in the event a supervisor is unable to attend. For more information, call VACo at 804.343.2507.



VACo 2023 LEGISLATIVE PROGRAM

For the 2023 General Assembly Session



ADOPTED BY VACO
MEMBERSHIP ON
NOVEMBER 15, 2022

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2023 Legislative Program Virginia Association of Counties

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Environment and Agriculture	p. 8
Finance	p. 11
General Government	p. 14
Health and Human Services	p. 17
Transportation	p. 22

45 **ECONOMIC DEVELOPMENT AND**
46 **PLANNING**

47
48 **Priority**

49
50 **Broadband**

51 VACo requests that the Commonwealth provide 100 percent funding to counties
52 to build the necessary telecommunications infrastructure to deploy universal
53 affordable access to the internet for all areas, particularly in underserved and
54 rural areas, and streamline the application process for Virginia
55 Telecommunication Initiative (VATI) grants. Additionally, VACo supports
56 legislation that provides additional tools for counties to finance, build and
57 operate open access networks in partnership with commercial internet service
58 providers. VACo also supports efforts to streamline the permitting of broadband
59 infrastructure in the VDOT right-of-way, at railroad crossings, and within utility
60 easements.

61
62 **Affordable and Workforce Housing**

63 VACo supports increasing federal and state funding and appropriate incentives to
64 assist localities in fostering affordable housing, as well as workforce housing for
65 employees such as teachers and first responders.

66
67 **Positions**

68
69 **Economic Development**

70 VACo supports economic development policies and programs that bolster local
71 and regional development efforts by maintaining and expanding state funding,
72 streamlining state and federal processes, and granting additional funding and
73 authority to promote local and regional initiatives. VACo also supports the
74 provision of state funding to support the mission of regional economic
75 development organizations (REDOs) to foster regional cooperation in expanding
76 business and job opportunities. VACo also supports additional state and federal
77 funding for the maintenance and expansion of infrastructure, including airports,
78 to foster regional economic development.

79
80 **Land Use**

81 VACo supports maintaining and expanding local authority to plan and regulate
82 land use and opposes any legislation that weakens these key local responsibilities.
83 VACo also supports legislation that grants localities additional tools to adequately
84 meet increasing needs for public services driven by new development without
85 burdening current residents with the cost of new growth through increased real
86 estate taxes. Such additional tools may include broad impact fee authority for all
87 counties, and adequate public facilities provisions.

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Regulation of Event Spaces

VACo opposes exemptions to local review and enforcement of building, fire, and other health and safety regulations for event and assembly spaces.

Regulation of Home-based Businesses

VACo opposes any legislation that limits or restricts local authority to regulate home-based businesses, including short-term rentals regardless of whether services or goods are purchased through an online hosting platform.

Impacts of Federal and Military Facilities

VACo supports maintaining federal and state funding and technical assistance to mitigate the impacts on counties affected by federal budget cuts and to sustain current and future federal facilities in Virginia. VACo supports state and local partnerships that work to prevent encroachment and non-compatible land uses next to military installations. VACo also supports workforce training and retraining for programs that support defense activities in Virginia.

Impacts of State Facilities

VACo recommends that prior to the proposed closure, and/or sale, or disposition of any state facilities, the Department of General Services shall provide a detailed plan to the locality regarding removal, demolition, rehabilitation and/or adaptive reuse of buildings. VACo also recommends that the state provide technical and financial resources to assist localities in ameliorating the impacts any closure will have on the local economy.

Maintain Public Sector Role in Onsite Sewer Program

VACo supports an onsite sewage program at the Virginia Department of Health (VDH) that protects public health and the environment in all regions of the Commonwealth. The Commonwealth should give special focus to addressing the challenge of failing septic systems and allow localities authority to develop and implement policies that support the state’s program. VACo supports the private sector providing onsite sewage system design, installation, and repair services, as long as the services can be provided at affordable rates and in a timely manner, and as long as VDH continues to provide these direct services as well.

Siting of Transmission Lines

VACo supports requiring utilities to seek input from localities and property owners before any actions to construct, modify or enlarge transmission facilities.

Electric Grid Capacity Planning

VACo supports legislation and policy that requires electric grid operators to continually share with localities where current and planned infrastructure to transmit and store energy exists that may feasibly accommodate the development of large-scale renewable energy facilities.

EDUCATION

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Priority

Education Funding

VACo urges the General Assembly to provide full state funding for public education, including the Standards of Quality (SOQ) as recommended by the Board of Education, where these recommendations coincide with prevailing local practice, targeted incentive programs, capital, and maintenance support, and teacher salaries. Full state funding should be achieved without reduction to other parts of state public education budgets or to other core services.

VACo supports additional state resources and additional statewide funding options for localities for capital and school construction costs, including expanding dedicated local sales and use tax authority first given to select counties by the General Assembly in 2019 as well as continuing to fund the School Construction Grant Program and School Construction Assistance Program.

VACo supports voluntary incentives that encourage localities to increase teacher salaries to reflect the national average in compensation, as long as this is done without a required minimum local match. The state share of compensation for the base rate of salaries should reflect the actual average salary as determined by prevailing local practice.

VACo supports additional state efforts and resources to educate, train, and credential students, especially in high-demand and critical shortage fields of employment.

Positions

Appointed School Boards

VACo supports local authority to choose the selection process for school board members.

Charter Schools

VACo supports the continuation of local authority to establish charter schools.

Laboratory Schools

VACo supports innovative approaches to K-12 education as long as they do not divert state or local funds away from local public schools.

Childhood Development and School Readiness

VACo supports efforts to increase at-risk children's access to high-quality, enriching learning environments, including more resources and flexibility for localities participating in programs like the Virginia Preschool Initiative and Head Start.

VACo supports additional federal and state funding for programs such as the Child Care and Development Block Grant (CCDBG) to support increased

182 demand for childcare services. VACo supports local flexibility to administer or
183 expand support services for childcare.

184
185 **Critical Thinking Skills**

186 VACo supports changes to educational programs and standards that rely less on
187 standardized testing and more on critical thinking skills such as performance-
188 based assessments. VACo opposes efforts to impose additional standardized
189 testing burdens on students and school staff.

190
191 **Funding Support Personnel**

192 VACo supports full restoration of budget cuts, including the elimination of the
193 funding cap on support positions, and full reinstatement of the Cost of
194 Competing Adjustment “COCA” for support staff. In addition to meeting its
195 obligations to fully fund instructional staff, the Commonwealth should meet its
196 obligation to fully fund K-12 support staff.

197
198 **Library System**

199 VACo supports additional state resources for the funding of the local library
200 system.

201
202 **Reversion of Funds**

203 VACo supports the current practice whereby all year-end funds appropriated to
204 the school divisions by the locality revert to the locality, retaining discretion with
205 the governing body to evaluate and approve the reallocation of year-end fund
206 balances.

207
208 **School Consolidation and Regionalism**

209 VACo supports additional state resources, flexibility and incentives that allow
210 counties to voluntarily consolidate or regionalize K-12 services to increase
211 operational efficiencies.

212
213 **School Safety and Security**

214 VACo supports efforts to improve school safety and preparedness. VACo supports
215 continued local authority and state funding to implement appropriate security,
216 preparedness, and health measures. VACo supports dedicated state funding that
217 may include capital and operational costs.

218
219 **Special Education Regional Tuition Reimbursement Program**

220 VACo supports enhancing local capacity to serve children with high-level support
221 needs in the least restrictive environment, including regional special education
222 programs. VACo supports local flexibility in the structure of such programs.

223
224 **K-12 Staff Shortage and Retention**

225 VACo urges the General Assembly to approve and fund strategies addressing the
226 teacher shortage in the Commonwealth. VACo supports a targeted approach to
227 teacher shortage by prioritizing areas in critical need, as recommended by the

228 Virginia Department of Education. VACo supports using district-level data to
229 determine how to best fill shortage gaps, especially in hard-to-staff divisions.

230 VACo supports reducing burdens on the teacher workforce in the
231 Commonwealth. VACo supports programs aimed at reducing student debt for
232 teaching in public schools. VACo also supports programs that encourage teachers
233 to stay in the profession including measures that provide mentorship, guidance
234 and other forms of support for teachers in their first five years in the profession.

235 VACo also supports similar efforts to address the shortage of school bus
236 drivers at both the state and federal level including incentives to recruit and
237 retain drivers and additional flexibility regarding driver requirements.

238

239 **Workforce-Ready Students**

240 VACo supports changes in curriculum and funding that will increase the number
241 of students leaving the K-14 system with workforce-ready credentials. VACo
242 supports incorporating career and technical education curriculum at the
243 elementary and middle school levels. VACo supports high school students
244 earning academic credit for participating in an internship, apprenticeship,
245 credential, and other work programs. VACo supports innovative models for
246 schools to give academic credit for students that earn industry workforce skills
247 through certifications, or licensure from an approved education or training
248 provider.

249 VACo supports establishing partnerships to strengthen the school-to-
250 workforce pipeline in a variety of ways including guaranteed employment
251 opportunities with local businesses and learning opportunities shared between
252 local community colleges and high schools. VACo supports opportunities for
253 students to physically visit and train at actual work sites in cooperation with local
254 employers and economic development entities.

255 VACo supports the expansion and funding of workforce training programs
256 such as the Virginia Talent Accelerator Program and the Virginia Jobs
257 Investment Program to leverage federal grant programs with state funding.

258 VACo supports the mission and activities of local Workforce Development
259 Boards across the Commonwealth of Virginia to assist businesses in securing a
260 qualified workforce that meets current and future job demand, including efforts
261 to coordinate actions across state agencies within Virginia under the
262 Commonwealth's Workforce Innovation and Opportunity Act (WIOA) plan.

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ENERGY

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Priority

Energy Policy

VACo supports energy policies and goals that reduce greenhouse gas emissions without compromising reliable and affordable access to electricity, and that address potential environmental impacts and life cycle costs for the manufacture, disposal, re-use, or recycle of material inputs. New sources of potential energy generation should include a range of technologies such as solar, wind, hydroelectric, hydrogen, and small modular nuclear reactors. Such policies should allow for responsible coal and natural gas extraction, processing, and transport while protecting agricultural interests and natural resources.

Positions

Renewable Energy Production and Energy Efficiency

VACo supports legislation allowing counties to implement renewable energy and energy efficiency goals. This includes the allowance of third-party power purchase agreements (PPAs) to serve municipal electric accounts, as well as other creative financing mechanisms that enable the development of renewable energy sources and energy efficiency programs and measures.

Utility-Scale Renewable Energy Generation and Energy Storage

VACo supports maintaining local authority to address all impacts and all choices associated with utility-scale installations of solar power, wind power, and energy storage facilities.

Utility-Scale Energy Generation and Transmission Projects

VACo supports the provision of adequate direction and resources at the state level to improve monitoring and enforcement of erosion and sediment control (ESC) and stormwater (SWM) requirements by entities constructing utility-scale projects for energy generation or transmission (including fuel). The state should have relevant agencies conduct an annual review of the standards, specifications, and construction general permit requirements to determine adequate protection of water quality, water supply, and natural resources.

Local Tax Revenue

VACo opposes any imposition, expansion, or extension of state-mandated exemptions on local property taxes for energy generating and storage equipment.

ENVIRONMENT AND AGRICULTURE

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Priority

Water Quality Funding

VACo supports sufficient and sustained financial and technical assistance to counties to improve water quality and meet all federal and state standards to reduce pollution.

Positions

Agriculture and Forestry Best Management Practices

VACo supports voluntary state and federal conservation programs, including the United States Department of Agriculture’s (USDA) Environmental Quality Incentives Program and the Conservation Stewardship Program, to assist producers with the implementation of best management practices.

Biosolids

VACo supports an effective statewide regulatory program governing land application of biosolids. Such a program should not infringe upon the authority of local governments to monitor compliance. VACo supports the ability of local governments to propose amendments to biosolids permits as they are considered by DEQ. VACo further recommends the Governor appropriate funds to DEQ to conduct a study to determine the implications of restricting the use of biosolids in agriculture and forestry.

Chesapeake Bay

VACo supports efforts to continue to restore and protect the Chesapeake Bay but opposes additional nutrient regulations on wastewater treatment facilities that are scientifically unsound, economically infeasible, or unnecessary for meeting the Commonwealth’s goals.

Dam Safety

VACo supports programs that keep downstream owners and developers aware of potential inundation zones. VACo also supports sufficient state and federal funding for the repair and maintenance of dams.

Farm and Forestland Preservation

VACo supports increasing state allocations to the Office of Farmland Preservation (OFP) Purchase of Development Rights (PDR) locality matching funds program. VACo also supports increasing allocations to the newly established Forest Sustainability Fund, created as an incentive for the establishment and maintenance of local forest land use valuation programs. Such programs preserve prime soils for food production and protect important forest land and environmentally sensitive areas in the Commonwealth.

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Flood Preparedness

VACo supports continued funding and resources that assist localities in preventing and reducing the impacts of flooding. VACo supports greater flexibility in these programs and funding sources that will maximize their benefits and best suit local and regional needs.

Hydraulic Fracturing

VACo supports a stringent state regulatory program for hydraulic fracturing (“fracking”) that addresses the potential to tap into natural gas reserves in ways that protect public and private groundwater supplies and preserve local government authority to regulate and/or ban this type of mining activity through their land use ordinances. VACo supports transparency efforts that require the disclosure of all chemicals and chemical mixes used in the fracking process prior to their use.

Invasive Species and Noxious Weeds

VACo supports funding for, and the complete implementation of, the Virginia Invasive Species Management Plan. VACo supports an amendment to the term, “noxious weeds,” enabling additional invasive plants to be considered for regulation. All programs and proposals should be evaluated for their commercial impact, allowing no more than a negligible impact on Virginia’s agricultural industry. Finally, VACo supports requiring better state prevention and mitigation practices, including coordination with the Virginia Department of Transportation (VDOT) to assist counties in species control.

Predator Control

VACo urges state and federal agencies to support the agricultural industry by allowing farmers and producers sufficient flexibility when protecting livestock against predatory animals. VACo encourages the USDA Wildlife Services Division and the Virginia Department of Agriculture and Consumer Services to allow producers access to the predator control tools required for the continuation of effective livestock production. VACo also supports USDA’s Livestock Indemnity Program and the financial relief it provides to producers who have lost livestock to the attacks of federally protected predators.

Southern Rivers Watershed

VACo supports continued funding for the Southern Rivers Watershed Enhancement Program to improve water quality in non-Chesapeake Bay watersheds.

Stormwater Programs

VACo supports state funding that enables local governments to fully satisfy the resource and funding needs associated with local stormwater management programs. VACo supports legislation that proposes creative and cost-effective stormwater management practices. VACo supports initiatives that clarify and modernize stormwater regulations and permitting processes, including measures that make permitting more efficient, reevaluate the fee structure system, and

414 allow for considerations of factors such as long-term maintenance costs. VACo
415 supports legislation that proposes new and innovative solutions to facilitate
416 compliance with stormwater standards in ways that promote economic
417 development while achieving water quality goals.

418
419 **Tree Conservation and Replacement**

420 VACo supports strengthening and expanding tree replacement and tree
421 conservation statutes to include all localities in Virginia. VACo supports
422 providing greater flexibility to all local governments to achieve their specific
423 goals.

424
425 **Onsite Wastewater Systems**

426 VACo supports legislation ensuring that potential buyers of real property are told
427 about the type, size and maintenance requirements and associated costs of the
428 wastewater systems on the property prior to the signing of the initial sales
429 contract and the recordation of engineered systems plat and deed at the time of
430 sale.

431
432 **Uranium Mining**

433 VACo supports continuation of a moratorium on uranium mining and milling
434 within the Commonwealth of Virginia.

435
436 **Technical Assistance**

437 VACo supports robust state funding for entities that provide critical resources
438 and technical assistance to localities in their efforts to comply with
439 environmental policies and regulations. This includes, but is not limited to,
440 organizations such as Soil and Water Conservation Districts, the Virginia
441 Cooperative Extension, and Planning District Commissions (PDCs).

442
443 **Water Supply**

444 VACo supports appropriations adequate to ensure full funding by the state for the
445 ongoing development and implementation of state-mandated water supply plans.
446 VACo does not support overly burdensome permitting processes or applications
447 for water usage. VACo supports initiatives by the state to assure adoption of
448 actions to reduce high chloride concentrations and loss of artesian head pressure
449 in Virginia's aquifers. VACo also supports a review of regulations and supports
450 education initiatives that promote reclamation of water on a local level for
451 industrial and irrigation uses to offset future demands on all ground and surface
452 water used for human consumption.

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FINANCE

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Priorities

Local Finance

VACo supports preserving the authority of county governments to collect revenues necessary to provide local public services.

VACo appreciates the starting point that the discussions in the 2022 legislative session took regarding adjustments to sales taxes on food purchased for human consumption and essential personal hygiene products -- that any local revenue losses would be replaced. VACo believes that the compromise forged in the budget negotiations in 2022 protects local K-12 revenue and respectfully requests that no further changes be made to this important local funding source.

Positions

Appeals of Tax Assessments

VACo opposes proposals to make major changes to the current appeals processes for real or tangible personal property assessments, such as changes to the assessor's presumption of correctness or the role of the state Tax Commissioner with respect to valuation of property.

Federal Relief and Infrastructure Funds

VACo encourages coordination with local governments in deployment of American Rescue Plan Act and Infrastructure Investment and Jobs Act funds so that each federal dollar can be maximized for the benefit of the residents of the Commonwealth.

Funding for State Mandated Positions and Jails

The Commonwealth must meet its obligations to fund appropriate staffing, to include competitive salaries, for the state's system of justice, to include clerks, magistrates, Commonwealth's Attorneys, public defenders, district court employees, and probation office employees. In the absence of adequate state support for this critical function of government, localities are frequently placed in the untenable position of supplementing the justice system with local dollars in order to ensure its continued functioning.

VACo urges the Commonwealth to meet its full funding obligations, to include realistic levels of staffing to enable constitutional offices to meet their responsibilities and limit the need for localities to provide additional locally-funded positions.

VACo supports flexibility in the use of state funds for compensation of constitutional officers and state-supported local employees, as well as state funding levels for compensation increases that more closely reflect the true cost of providing such increases across the state-supported local workforce, which encompasses both state-supported and locally-funded positions. For example, state-funded salary increases typically provide funding only for Compensation Board-funded positions for employees in Constitutional offices and for

507 instructional and support positions recognized in the Standards of Quality for
508 school divisions. In these instances, in addition to any required local matches for
509 state-recognized positions, localities must provide comparable salary increases
510 for locally-funded positions purely from local dollars in order to preserve parity
511 between state-funded and locally-funded positions in the workforce.

512 VACo supports a more robust state-local partnership in funding local and
513 regional jails. In FY 2020, the Compensation Board reported \$1.05 billion in
514 total expenditures, including capital costs, to house inmates in local and regional
515 jails – localities contributed \$605.1 million of these costs, and an additional \$15.6
516 million to house inmates in other jurisdictions, while the state contributed
517 \$364.7 million.

518 A key mechanism through which the state assists with operating costs is
519 per diem payments. Prior to action by the 2022 General Assembly, per diem
520 rates had not been adjusted since FY 2011, when the payment of \$8 per day for
521 local-responsible inmates was reduced to \$4 per day, and the state-responsible
522 rate was adjusted from a bifurcated rate of 8 per day for the first 60 days and \$14
523 per day thereafter to a standard rate of \$12 per day. VACo is grateful for action
524 taken in 2022 to increase the state-responsible rate by \$3 (from \$12 to \$15), a
525 step toward more realistic funding levels. VACo supports continued efforts to
526 increase per diem rates to levels that better represent the costs of housing
527 inmates and to adjust the rates in the future so that payments keep pace with
528 rising costs. While the increase in the state-responsible rate is an important step
529 in the right direction, the current rates remain inadequate and represent an
530 underfunded mandate on counties. The Compensation Board estimated a total
531 average daily cost of operating local and regional jails at \$100.32 per inmate in
532 FY 2020, of which \$55.30 was contributed by localities.

533 VACo supports a requirement for the Department of Corrections to accept
534 state-responsible inmates into the state correctional system unless a local or
535 regional jail agrees to continue holding such inmates at the applicable per diem
536 rate. The Department of Corrections is better equipped than local and regional
537 jails to provide intensive re-entry programming, offering more than 125
538 academic, job training, and therapeutic programs to offenders who are in prison
539 and individuals under community supervision. The Department of Corrections
540 reports that state-responsible inmates who spend their entire sentences in local
541 or regional jails recidivate at a higher rate than offenders who spend at least part
542 of their incarceration in a Department of Corrections facility (26.9 percent and 21
543 percent, respectively).

544 VACo supports payment of the medical costs of inmates using a cost-
545 effective program jointly funded at the federal and state levels.

546 The state must provide sufficient funding to enable local and regional jails
547 to meet any new standards for the provision of health care, including behavioral
548 health care, for individuals incarcerated in these facilities. A report issued in
549 2021 by the Department of Criminal Justice Service and the Compensation Board
550 estimating compliance costs for proposed behavioral health standards suggests
551 that jails will need certain baseline staffing to comply with the standards, to
552 include 24/7 coverage, either on-site or on-call, by a registered nurse; on-call and
553 regularly scheduled services from a psychiatric provider; a qualified mental

554 health professional to provide group and individual therapy services; and
555 behavioral health case management services, to include discharge planning. The
556 2022 Appropriation Act included funding for 125 behavioral health case manager
557 positions and 127 partially-funded medical/treatment positions, to be phased in
558 over the biennium, representing approximately half of the staffing recommended
559 by the Compensation Board. This funding is a significant investment in helping
560 jails to comply with proposed behavioral health standards. VACo supports a
561 continued state partnership with localities in ensuring that jails are able to meet
562 state standards in caring for these vulnerable individuals.

563
564 **Mitigation of the Effects of Tax-Exempt Property on the Local Tax**
565 **Base**

566 VACo supports reinstating state payments (PILT) to counties that mitigate the
567 impacts of state correctional and behavioral healthcare facilities on county
568 revenue. VACo supports measures to ameliorate the effects of large amounts of
569 other tax-exempt property on the local tax base, including state assistance with
570 the costs of state-mandated property tax exemptions.

571
572 **Legislation with Local Fiscal Impact**

573 VACo supports legislation or other measures providing additional time for
574 localities to review legislation that may have an impact on local revenues or
575 expenditures.

576
577 **Modernization of Communications Sales and Use Tax Structure**

578 VACo supports updating the Communications Sales and Use Tax (CSUT) to
579 ensure that it reflects the modern telecommunications landscape, which has
580 evolved since the CSUT took effect in January 2007.

581 VACo opposes any further diversion of Communications Sales and Use Tax
582 Trust Fund dollars beyond the uses already specified in statute. These revenues
583 should be held in trust for localities and not diverted for general state purposes.
584 Currently, funds from the Communications Sales and Use Tax Trust Fund are
585 taken “off the top” for the Department of Taxation’s costs to administer the tax,
586 the telephone relay center operated by the Department for the Deaf and Hard of
587 Hearing, and any franchise fees owed to localities. Language adopted in the
588 2018-2020 biennium budget and continued in the 2021 Appropriations Act
589 provides for an additional diversion of funds to the state General Fund from
590 assumed savings in the telephone relay contract; these funds would otherwise
591 flow to localities.

592
593 **Real and Personal Property Tax Exemptions Enacted Prior to 2003**

594 VACo supports providing localities the ability to decide whether to maintain
595 property tax exemptions granted by the General Assembly prior to passage of the
596 Constitutional amendment vesting the authority to grant such exemptions with
597 localities. The Constitutional amendment which was passed by the voters in
598 2002 and took effect in January 2003 placed decision-making authority about
599 local tax exemptions with local governing bodies, within certain limits, and this
600 authority should apply to exemptions granted before 2003 as well.

GENERAL GOVERNMENT

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Priorities

Local Authority

VACo supports relaxation of the Dillon Rule and supports legislation maintaining and enhancing local authority and autonomy in matters including land use, revenue measures, procurement, and other issues of local concern. VACo supports extending powers currently granted to some local governments to all local governments. VACo opposes legislation that erodes local authority.

Unfunded Mandates

VACo opposes unfunded mandates and shifting fiscal responsibility for existing and new programs by the Commonwealth from the state to localities. When funding for a mandated program is altered, the mandate should be suspended until full funding is restored. When legislation with a cost to localities is passed by the General Assembly, the cost should be borne by the Commonwealth, and the legislation should contain a sunset clause providing that the mandate is not binding on localities until funding by the Commonwealth is provided.

Positions

Collective Bargaining for Public Employees

VACo opposes any effort to mandate collective bargaining for public employees.

Election Administration

VACo supports legislation that would decrease the costs of elections to localities and establish a more robust state-local relationship in funding this vital function of government. Cost reduction solutions include requiring parties to pay for primary elections, having one date for primary elections, establishing countywide voting places and other similar measures. The state should provide adequate funding to localities for voting equipment and registrar costs and should assist localities with the resources necessary to implement state requirements, such as meeting election security standards. VACo also supports legislation to minimize or eliminate Split Voting Precincts. Additionally, VACo supports a streamlined process to address situations in which census boundaries do not align with locally drawn or commonly adhered to boundaries. VACo supports additional flexibility for localities in the requirements for drawing precinct and district boundaries.

Ethics Reform

VACo supports common sense efforts to strengthen Virginia's public ethics and conflicts of interest laws that are applicable and practical at the local level.

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False Reports / Swatting

VACo supports efforts that discourage and hold individuals accountable for making false reports that result in the deployment of law enforcement or other first responders.

First Responder Recruitment, Retention, Training, and Support

VACo urges the General Assembly to provide additional resources that would assist local governments with the recruitment, retention, training, and support of first responders such as law enforcement, fire and EMS personnel, and 9-1-1 dispatchers.

Freedom of Information Act (FOIA)

VACo opposes changes to the Virginia Freedom of Information Act that would impose additional burdens on localities. VACo supports the option for local and regional bodies to meet electronically. VACo supports protecting the confidentiality of citizen complainants' personal information from disclosure under FOIA.

Grievance Hearings

VACo supports legislation authorizing localities to use an administrative hearing officer and existing grievance panels and procedures, and opposes the mandate of a three-member panel. VACo also supports providing immunity to local government employees, officers, volunteers, administrative hearing officers and panel members for claims arising out of participation in personnel grievance procedures.

Interoperability

VACo supports the state's goal that agencies and their representatives at the local, regional, state and federal levels be able to communicate using compatible systems to respond more effectively during day-to-day operations and major emergencies.

VACo supports increased interoperability and the Commonwealth's transition to Next Generation 9-1-1 (NG9-1-1) in a way that does not unfairly burden localities, financially or otherwise.

Local Government Representation in the Courtroom

VACo supports legislation that provides local government entities the right to have a representative/ witness in the courtroom for the full duration of a trial.

Pretrial Services

VACo supports increased funding for and expansion of pretrial services. If the Commonwealth adopts a funding formula for pretrial services, it must hold harmless the localities currently participating.

Public Notice, Public Hearing and Public Procurement

VACo supports legislation to streamline required newspaper advertising for public notices, public hearings and public procurement including legislation to

693 give localities the option to use electronic or other forms of notification as an
694 alternative to newspaper advertising.

695

696 **Public Safety – Body Worn Cameras**

697 VACo supports maintaining the ability of local governments to adopt policies and
698 practices regarding body worn cameras that reflect local needs and fiscal realities.

699

700 **Sovereign Immunity**

701 VACo opposes any substantive change in local governments’ present defense of
702 qualified immunity and sovereign immunity. VACo opposes bringing counties
703 under the Virginia Tort Claims Act.

704

705 **State Assistance for Police Departments**

706 VACo supports increasing state assistance for police departments through “599”
707 Aid to Localities. This funding is designed to equalize state funding between
708 counties in which the sheriff department provides law enforcement and those
709 cities, counties, and towns with a police department.

710

711 **Workers’ Compensation Presumptions**

712 VACo opposes any effort to expand workers’ compensation presumptive illnesses
713 eligibilities for public employees that is not done in concert with additional state
714 funding assistance to local governments to offset additional insurance liabilities.

715

716 **Cybersecurity**

717 VACo supports dedicated state and federal funding for local governments to
718 acquire and maintain advanced cybersecurity to protect vital systems and
719 sensitive data. Incident reporting requirements should not impose an undue
720 burden or interfere with local incident response.

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HEALTH AND HUMAN RESOURCES

Priorities

Health and Human Resources Funding

VACo supports transparent state policies and funding to ensure the Commonwealth's at-risk families have access to high quality and appropriate services. The Commonwealth should provide full funding to localities and their state administrative entities for state-mandated human services and provide the necessary program flexibility to enable localities to provide comprehensive and case-tailored services.

VACo supports resources necessary for behavioral health and mental health facilities to ensure the protection of residents' and staff health and safety, such as appropriate staff qualifications, training, compensation, and condition of the facilities.

Crisis Services and State Hospital Capacity to Accept Individuals Subject to Temporary Detention Orders

VACo supports efforts to address census pressures at state hospitals through near-term funding measures that will enable all state hospitals to receive admissions of individuals subject to temporary detention orders without delays. VACo supports competitive salaries and training for state hospital direct care staff. In addition, ongoing efforts to support community-based crisis services must continue.

Positions

Aging/Long-Term Care

VACo supports efforts that allow seniors to remain at home in a safe and secure environment. VACo urges the General Assembly to provide sufficient funding for companion services, in-home services, and home-delivered meals. Due to the increasing number of older adults in Virginia and the rise of Adult Protective Services (APS) cases, VACo supports additional state resources to ensure adequate training for APS workers on topics such as financial exploitation.

Behavioral Healthcare

VACo supports continued funding by the Commonwealth sufficient to allow Community Services Boards (CSBs) (or equivalent county agencies)¹ to meet adequately the charge of providing services through a community-based system of care. State support must adequately enable CSBs to provide the services mandated by the General Assembly as part of the STEP-VA initiative, as well as

¹ The term "Community Services Boards" is used here to encompass the operating or administrative policy Community Services Boards, behavioral health authority, and local government departments with policy-advisory Community Services Boards.

781 any additional requirements that may be added. Funding must be sufficient to
782 ensure adequate staffing in a competitive market.

783 Any changes to CSB funding should involve meaningful consultation with
784 localities as key funding partners in the behavioral health system. In addition to
785 local contributions to CSBs, localities make significant commitments to
786 behavioral health through support for services funded through the Children's
787 Services Act and local spending on behavioral health care in local and regional
788 jails, among other funding commitments.

789 Proposed changes to the funding structure, such as the creation of new
790 funding formulae, should apply only to new funding. As an alternative, hold-
791 harmless funds must be provided to those CSBs that would stand to lose state
792 funding under any new funding structure.

793 VACo supports the ability of the Department of Behavioral Health and
794 Developmental Services to waive local matching requirements for CSB funding
795 for localities experiencing financial hardships.

796 Realignment of the behavioral health funding structure to incentivize
797 community-based treatment rather than use of state hospitals will require
798 additional state dollars and must not rely on local funding to backfill
799 unanticipated costs for hospitalization.

800 VACo supports the provision of additional resources to meet the
801 behavioral health needs of justice-involved individuals, such as mobile crisis
802 services and other diversion programs that may be appropriate substitutes for, or
803 supplements to, law enforcement responses. Such work should be coordinated
804 with existing local and state efforts. A sustained commitment of resources from
805 the state will be necessary to ensure successful implementation of the Marcus
806 Alert system; these resources must be in addition to, and not at the expense of,
807 the funding needed to provide the array of community-based services established
808 under STEP-VA.

809 VACo recognizes the need for specialized services for individuals with
810 cognitive impairments who may experience behavioral health challenges, and
811 supports the provision of resources to enable these individuals to remain in the
812 community, such as continued funding for dementia behavioral specialists and
813 other supports for caregivers.

814 VACo supports the creation of additional Medicaid waiver slots to serve
815 individuals with intellectual and developmental disabilities in the community,
816 approximately 13,877 of whom were on a wait-list as of August 2022.

817 VACo supports efforts to improve efficiency and save staff time for child
818 abuse or neglect or family abuse cases in juvenile and domestic relations courts
819 by allowing behavioral health care providers the ability to submit written reports
820 documenting mental health conditions, similar to the current ability for
821 documentation of physical conditions or injuries to be submitted in writing by
822 certain health care providers, provided that all current standards of
823 confidentiality are preserved.

824

825 **Children's Services Act**

826 VACo supports equitable cost-sharing between the state and localities for the
827 costs involved in the placements of children in residential treatment facilities for

828 non-educational reasons. VACo opposes proposals to limit state participation in
829 funding services for children and youth who are mandated to be provided with
830 special education and foster care services.

831 VACo supports enhancing the ability of local school divisions to serve
832 children with disabilities, to include flexibility in use of state pool funds to serve
833 children with high-level needs in local or regional programs tailored to meet
834 those needs, at local option; exploration of enhancements to the Students with
835 Intensive Support Needs Application (SISNA) or a similar funding mechanism
836 within the Department of Education to enable more children to be supported
837 within the public school environment; and additional support for special
838 education wraparound services to help support children in their communities.

839 VACo supports state assistance to localities with contracting for CSA
840 services to improve localities' ability to negotiate with providers of these services,
841 such as private day placements. Rate setting by the state must not limit the
842 state's funding obligation at the expense of localities if a provider refuses to
843 accept the negotiated rate.

844 VACo appreciates the investment of an additional \$500,000 per year in
845 state administrative funds in the 2022 Appropriation Act and supports continued
846 investment of state resources to assist in the local administration of CSA
847 programs. As CSA becomes increasingly complex and the Office of Children's
848 Services is charged with ensuring effective implementation, the state should
849 provide funding and other resources to support local programs.

850

851 **Early Intervention**

852 VACo supports sustainable funding for Part C Early Intervention, which is an
853 entitlement program that provides services for Virginia's infants and toddlers.
854 VACo requests that the General Assembly continue to increase state general
855 funding to address growth in caseloads and fund rates that address the costs of
856 providing the services. Underfunding this entitlement program puts pressure on
857 local revenues to fill funding gaps for this mandated service.

858

859 **Emergency Medical Transportation**

860 VACo supports policies to protect consumers who require air ambulance services.
861 VACo opposes proposals that would add additional legal and administrative
862 burdens on local first responders regarding decisions about methods of
863 transportation in emergency situations.

864

865 **Foster Care**

866 VACo supports continued state efforts to ensure successful implementation of
867 federal legislation governing federal funding for children placed in foster care, to
868 include improving access to the evidence-based prevention services that may be
869 funded by Title IV-E dollars and ensuring that congregate care providers are able
870 to meet new standards required in the law. This legislation will allow federal
871 participation in prevention services that previously have been funded by state
872 and local dollars, but services must meet certain standards in order to qualify for
873 federal funding.

874 VACo supports state assistance in recruiting appropriate foster families to
875 care for children who must be removed from their homes. VACo supports state
876 assistance in recruiting and retaining child welfare workers to address high rates
877 of turnover in local departments of social services, such as by increasing the
878 number of partnerships with universities in Virginia, improving training for child
879 welfare workers by implementing an academy model, and expanding the Child
880 Welfare Stipend program.

881
882 **Healthcare**

883 VACo supports continued state funding for dental care, school nurses and
884 preventive services and maternal and child health programs offered through local
885 health departments and local school systems. VACo encourages the state to
886 prepare for emergency health services access to care and to develop and fund
887 incentives that would alleviate the nursing shortages felt in many communities.

888 VACo supports efforts to reduce the cost of prescription drugs for
889 individual consumers as well as for local governments' health insurance plans for
890 county employees, such as through an affordability review process and the
891 establishment of Upper Payment Limits for high-cost prescription drugs,
892 provided there is an opportunity for local representation in such a process.

893
894 **Human Trafficking**

895 VACo supports treating survivors of human trafficking as victims, not criminals,
896 and supports their access to services available to other trauma victims, such as
897 job placement services, housing assistance, access to education, legal services,
898 and mental health services.

899
900 **Implementation of Medicaid Expansion**

901 VACo supports continued state funding for the local costs associated with
902 Medicaid expansion, such as local eligibility workers, as well as state assistance
903 with reviewing the Medicaid eligibility of more than 1.2 million cases as required
904 after the termination of the federal public health emergency (which has barred
905 disenrollment of individuals during the emergency period as a condition of the
906 state's receipt of the enhanced federal match rate).

907
908 **Local EMS Involvement**

909 VACo supports increased local involvement in state EMS planning to ensure
910 statewide needs are met and to avoid imposing unnecessary barriers to
911 volunteerism.

912
913 **Prevention Services**

914 VACo supports increased state general funding for community-based service
915 programs. VACo recognizes programs such as Healthy Families, Comprehensive
916 Health Investment Project (CHIP) of Virginia, Smart Beginnings, and Resource
917 Mothers as important models and requests that the General Assembly provide
918 additional funding for these home- and community-based activities. Investments
919 in programs that ensure a strong start for children can help reduce the need for
920 costlier interventions later in life.

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Substance Abuse

Efforts to address substance dependency must be comprehensive and coordinated with localities. The state should develop and support evidence-based prevention initiatives and should continue to improve access to treatment.

Telehealth

VACo supports the use of electronic information and telecommunications technologies to support long-distance clinical health care, patient and professional health-related education, public health and health administration. Flexibility in the delivery of these services is essential in meeting the needs of residents.

TRANSPORTATION

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Priority

Transportation Funding

VACo supports continued study and action to address the causes for declining growth in transportation revenues and to develop recommendations to grow revenue over time to meet increasing demands for new construction and maintenance for existing transportation infrastructure. Such action must address the secondary road needs of counties throughout the Commonwealth, including additional funding for the paving of unpaved roads.

VACo supports changes to simplify the Smart Scale process for allocating transportation funds to reduce time and costs to prepare and review applications. VACo supports adequate funding levels to maintain existing transit capital state match rates.

VACo supports continuing efforts to replace the regional funding that was redirected from the Northern Virginia Transportation Authority.

VACo supports efforts to replace revenue lost due to eliminating the state sales tax on groceries, without redirecting funding for other transportation purposes.

While VACo supports the passage of the 2021 Infrastructure Investment and Jobs Act (IIJA), this funding should not replace the necessary funding the Commonwealth should provide localities regarding their transit and infrastructure needs. VACo supports flexible funding for transportation, transit and infrastructure projects across the Commonwealth.

Local-State Cooperation

VACo is committed to the protection of local government authority to regulate land use. This authority must be recognized by Virginia Department of Transportation (VDOT) and the Commonwealth Transportation Board (CTB) when evaluations are conducted to determine the consistency between local transportation plans and the Commonwealth's transportation priorities. VACo also opposes the reduction of local control that is associated with the CTB's process of designating Corridors of Statewide Significance and the implementation of Arterial Preservation. Additionally, VACo supports additional flexibility within the VDOT project approval process and standards to be responsive to localities' individual needs, including utility coordination. VACo supports the expansion of authority and discretion of Resident Administrators of VDOT to approve modifications to design standards where appropriate with local needs, including reduction of speed limits.

Positions

Airports

VACo supports additional state and federal funding for the maintenance and expansion of airports to foster regional economic development.

1014 **Autonomous Vehicles**
1015 VACo supports continued collaboration with local governments on the
1016 development, deployment, and restrictions of use for autonomous vehicles, aerial
1017 systems, and related support infrastructure.

1018
1019 **Electric Vehicle Charging Stations**
1020 VACo supports increased state and federal funding that provides for the
1021 availability and installation of interoperable, electric vehicle charging stations in
1022 collaboration with localities.

1023
1024 **Devolution of Secondary Roads**
1025 VACo opposes legislative or administrative initiatives that would transfer to
1026 counties the responsibility for the construction, maintenance or operation of new
1027 and existing roads.

1028
1029 **Maintenance Priorities**
1030 VACo supports a requirement imposed upon VDOT to implement a notification
1031 plan with the local governing body to establish maintenance priorities.

1032
1033 **Orphaned Drainage Outfalls**
1034 VACo supports the recommendations of the Evaluation of Drainage Outfalls Final
1035 Report to mitigate the impacts of drainage outfalls with no assigned maintaining
1036 entity across the Commonwealth.

1037
1038 **Parking**
1039 VACo supports general authority for counties to adopt ordinances regulating,
1040 including prohibiting, the parking of boats, RVs, utility trailers, campers, etc. on
1041 subdivision streets. In addition, VACo supports additional authority that would
1042 allow localities with parking ordinances the ability to enforce such ordinances
1043 using law enforcement, uniformed local employees, or uniformed personnel
1044 under contract with the locality.

1045
1046 **Railways**
1047 VACo supports efforts by the Commonwealth to expand sustainable passenger
1048 and commuter rail service, including Transforming Rail in Virginia, to currently
1049 unserved areas of the Commonwealth as well as areas where demand exceeds
1050 available service. VACo supports continued collaboration with local governments
1051 regarding Commonwealth Rail Fund projects funded by the state and constructed
1052 within their jurisdictions. VACo supports efforts to safely improve mobility issues
1053 on roads that cross railway lines.

1054
1055 **Recordation Tax Distribution to Localities**
1056 VACo supports the restoration of state recordation tax revenues distributed to
1057 counties and cities for use of transportation or public education purposes.

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Regional Transportation Funding

VACo opposes any efforts to divert existing dedicated regional transportation revenues to areas and purposes outside of that region unless additional dedicated funding sources are provided to hold such funding harmless.

Truck Size and Weight

VACo opposes any legislation that seeks to increase truck size or weight beyond the current federal standards, thereby stressing the capacity of the Commonwealth’s road systems and putting highways, roads and bridges at risk of increased damage or deterioration.

Transit

State funding for transit should account for the needs of each region and community to foster regional economic development.



"Money Committees" Hold Annual Pre-Session Retreats, Signal Budget Priorities for 2023

November 29, 2022



The General Assembly's "money committees" – the House Appropriations, House Finance, and Senate Finance and Appropriations Committees – held their annual retreats earlier this month, with the House Appropriations and House Finance Committees meeting November 14 in Richmond and the Senate Finance and Appropriations Committee convening November 17-18 in Farmville. These meetings traditionally provide an overview of state and national economic conditions and briefings on key issues that will shape budget deliberations in the upcoming legislative session, as well as staff's revenue projections and assessments of major budget pressures and priority spending items. Common themes of the two retreats included the uncertainty of revenue forecasts and the importance of preserving structural balance in the state budget. Committee staff in both chambers encouraged members to consider one-time spending items rather than ongoing commitments.

October revenues

Secretary of Finance Stephen Cummings presented an update on state General Fund revenues (<https://hac.virginia.gov/Committee/files/2022/11-14-22/1%20-%20Revenue%20Report%20and%20Update.pdf>) to the House retreat on November 14. State revenues continued to perform well in October, although the Secretary's November 15 memorandum (<https://www.finance.virginia.gov/media/governorvirginiagov/secretary-of-finance/pdf/master-revenue-reports/FINAL-Oct-Revenue-Letter-11-14-22-415pm.pdf>) strikes a note of caution regarding the potential effects of inflation and actions by the Federal Reserve's Open Market Committee to bring it under control. In October, General Fund (GF) revenues increased by 3 percent. On a fiscal year-to-date basis, GF revenues declined by 3.1 percent, outperforming the 14 percent decrease incorporated in the current biennium budget; revenues are exceeding projections by \$840 million. Individual income tax withholding continues to reflect a robust labor market, with growth of 8.2 percent on a fiscal year-to-date basis (ahead of a projected 0.1 percent decline). However, the Secretary's memorandum points out that sales and use tax and individual income tax nonwithholding collections may suffer as the economy cools in response to actions by the Federal Reserve. The Secretary writes, "[y]ear-over-year increases in sales tax collections primarily reflect the impact of heightened inflation. With inflation continuing to exceed wage growth, this negative impact on real wages is not sustainable." There is similar concern that nonwithholding revenues (the bulk of which are collected in the final quarter of the fiscal year) will not continue their current robust performance; the memorandum notes, "because filers generally make nonwithholding payments at this time of year based on prior year tax liability, current collections do not reflect the volatility in the stock market and its weakness compared to a year ago."

House Appropriations and House Finance

In addition to the Secretary's presentation, members received a briefing on the state's reserves (<https://hac.virginia.gov/Committee/files/2022/11-14-22/11%20->

%20Revenue%20Stabilization%20and%20Revenue%20Reserve%20Funds.pdf); an update on the capital outlay pool (<https://hac.virginia.gov/Committee/files/2022/11-14-22/VI%20-%20Capital%20Update.pdf>); an update on the state's debt capacity (<https://hac.virginia.gov/Committee/files/2022/11-14-22/VI%20-%20Debt%20Capacity%20Update.pdf>); a report on the effects of inflation and supply chain disruptions on the Virginia Department of Transportation and the Department of Rail and Public Transportation (<https://hac.virginia.gov/Committee/files/2022/11-14-22/V%20-%20VDOT-DRPT%20Supply%20Chain%20Issues.pdf>); an update on the Virginia Business Ready Sites program (<https://hac.virginia.gov/Committee/files/2022/11-14-22/IV%20-%20VEDP%20-%20Business%20Ready%20Sites.pdf>); and staff's revenue projections (https://hac.virginia.gov/Committee/files/2022/11-14-22/II_a%20-%20Revenue%20and%20Budget%20Outlook%20FINAL.pdf) (including the Medicaid forecast (https://hac.virginia.gov/Committee/files/2022/11-14-22/II_b%20-%20Updated%20Medicaid%20Forecast.pdf)).

Similar to the Secretary's assessment, House Appropriations staff indicated that nonwithholding collections represent the "greatest risk to the FY 2023 forecast," noting the historical volatility of this revenue source and the difficulty of determining the degree to which September and January payments are "safe harbor" payments. Staff forecast a total GF decline of 7.4 percent in FY 2023 (rather than the 14 percent decline incorporated in the current budget), and growth of 5.1 percent in FY 2024 (down from the 9.6 percent growth included in the current budget), resulting in a projected \$1.96 billion in FY 2023 and \$930 million in FY 2024 above levels in the adopted budget (for a total of \$2.89 billion over the biennium above levels in the adopted budget).

Staff identified \$9.5 million in mandatory spending in FY 2023 and \$119.6 million in FY 2024. In addition, state agencies submitted a total of \$875 million in non-technical operating budget requests. Committee staff identified high-priority spending items totaling \$7.8 million in FY 2023 and \$152.7-\$257 million in FY 2024, including funding for a portion of unfunded or underfunded positions in Constitutional offices, bonuses for Community Services Board staff and funding for the state's crisis services system, salary and rent increases for local health departments, and funding to address recommendations to improve Child Protective Services. Staff also suggested that the legislature may wish to increase compensation for state employees, state-supported local employees, and SOQ-funded positions in FY 2024 given continued high inflation and staffing issues (or provide one-time bonuses to offset inflation).

Committee staff encouraged a continued focus on one-time expenditures rather than using excess FY 2023 revenues to support ongoing expenditures (noting also that simply maintaining current service levels may require increasing expenditures). Such one-time spending could include cash infusions into VRS, using cash for capital outlay, addressing cost increases in already-authorized projects, providing employee bonuses, making economic development investments, or upgrading outdated IT systems.

Senate Finance and Appropriations

Senate Finance and Appropriations Committee members received a briefing on economic conditions

(https://sfac.virginia.gov/pdf/committee_meeting_presentations/2022/Annual%20Meeting%20Longwood/111722_No1_Economic from a representative of the Federal Reserve Bank of Richmond; an analysis of demographic changes in Virginia and their effect on school enrollment

(https://sfac.virginia.gov/pdf/committee_meeting_presentations/2022/Annual%20Meeting%20Longwood/111722_No3_Demogra a related presentation

(https://sfac.virginia.gov/pdf/committee_meeting_presentations/2022/Annual%20Meeting%20Longwood/111722_No4_Educatio on the funding implications of these projected changes in school enrollment; and

presentations on key topics in public safety

(https://sfac.virginia.gov/pdf/committee_meeting_presentations/2022/Annual%20Meeting%20Longwood/111822_No5_PublicSaf workforce development

(https://sfac.virginia.gov/pdf/committee_meeting_presentations/2022/Annual%20Meeting%20Longwood/111822_No6A_Workfor (including the Administration's proposal to consolidate workforce programs under a new Virginia Department of Workforce Development and Advancement), transportation

(https://sfac.virginia.gov/pdf/committee_meeting_presentations/2022/Annual%20Meeting%20Longwood/111822_No6b_Transpo and human services

(https://sfac.virginia.gov/pdf/committee_meeting_presentations/2022/Annual%20Meeting%20Longwood/111822_No7_HHR.pdf).

Similar to their House counterparts, Senate Finance and Appropriations

Committee staff forecast

(https://sfac.virginia.gov/pdf/committee_meeting_presentations/2022/Annual%20Meeting%20Longwood/111722_No2_Revenue an upward adjustment to revenues in FY 2023, with slower growth in FY 2024;

likewise, Senate staff express significant concern about the volatility of nonwithholding collections and the risk nonwithholding poses to the forecast.

Senate staff assume a decline of 6.7 percent in GF revenues in FY 2023 and growth of 3.4 percent in FY 2024, translating into \$2.2 billion in FY 2023 and \$682.8 million in FY 2024 above the amounts included in the adopted budget (or approximately \$2.9 billion in additional resources over the biennium).

Committee staff compiled a list of major budget pressures totaling \$215.9 million in FY 2023 and \$697.9 million in FY 2024, including expected requirements for capital outlay project supplements to address inflation; economic development projects; compensation increases; crisis system funding; and K-12 enrollment and technical updates. Staff also stressed the importance of structural balance in considering ongoing spending commitments, citing the uncertainty of the economic outlook, and suggested use of additional revenues for one-time expenditures.

Next steps

The Governor’s Advisory Council on Revenue Estimates met November 21, and the Governor will release a revised revenue forecast, along with his proposed amendments to the biennium budget, on December 15.

VACo Contact: Katie Boyle (mailto:kboyle@vaco.org)

County Connections (<https://www.vaco.org/category/county-connections/>), Katie Boyle (<https://www.vaco.org/category/katie-boyle/>)

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November 29, 2022

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Annual Virginia Water and Wastewater Rate Report Released
(<https://www.vaco.org/county-connections/annual-virginia-water-and-wastewater-rate-report-released/>)

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November 29, 2022

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 Richmond,
 Va 23219-
 3627

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- Commonwealth Transportation Board members
- Board of Trustees of the Virginia Retirement System
- Board of the Virginia College Savings Plan
- Board of Directors of the Virginia Alcoholic Beverage Control Authority
- Virginia Lottery Board members
- Certain executive branch officer and employees as deemed necessary by the Governor (contact your agency coordinator for more information)
- Certain legislative branch officers and employees as designated by the Joint Rules Committee of the General Assembly
- Constitutional Officers

The following state officers are required to file the Financial Disclosure Statement per § 2.2-3114 and the Governor's Executive Order 18.

- Non-salaried citizen members of all policy, supervisory, and advisory boards, commissions, and councils in the executive branch of state government, other than the Commonwealth Transportation Board, members of the Board of Trustees of the Virginia Retirement System, and the Virginia Lottery Board

🕒 Activity Begin Date	🕒 Activity End Date	📅 Disclosure Due
January 1	December 31	February 1

These forms are for reference only. State officers and employees are required to file electronically using the Council's online filing system. The Council may NOT accept any filings submitted on paper via email, fax, or mail.

SAMPLE FORMS - STATE OFFICERS AND EMPLOYEES

- State and Local Statement of Economic Interests (2018 SLSEI_Sample.pdf)
- Financial Disclosure Statement (2017 2.0 FDS FINALa.pdf)

Local Officers and Employees

Prior to assuming office or taking employment, each person listed below must file their required disclosure form. Thereafter, they must file annually on or before February 1.

You may not sign, date, or submit your disclosure form for your regular annual filing prior to January 1.

The following local officials are required to file the State and Local Statement of Economic Interests per § 2.2-3115:

- **Members of the Board of Supervisors**
- Members of the City Council
- Members of the Town Council, if the town has a population exceeding 3,500
- Executive director and members of Industrial Development Authorities and Economic Development Authorities
- Members of the school board
- Persons holding positions of trust appointed or employed by the governing body if the governing body has passed an ordinance requiring them to file
- Persons holding positions of trust appointed or employed by school board if the school board has adopted a policy requiring them to file
- Members of the governing body of any entity established in a county or city with the power to issue bonds or expend funds in excess of \$10,000 in any fiscal year if the governing body of the appointing jurisdiction has required them to submit this form

The following local officials are required to file the Financial Disclosure Statement per § 2.2-3115:

- Members of the governing body of any authority established in any county or city, or part or combination thereof, and having the power to issue bonds or expend funds in excess of \$10,000 in any fiscal year unless required to file the Statement of Economic Interests by the governing body of the appointing jurisdiction.
- Members of the Northern Virginia Transportation Authority and the Northern Virginia Transportation Commission.
- Nonsalaried citizen members of local boards, commissions, and councils if the governing body has designated them to file.

The following local officials are required to file the Real Estate Disclosure per § 2.2-3115 (G):

- Planning commission members
- Members of board of zoning appeals
- Real estate assessors
- County, city, or town managers
- Executive officers

🕒 Activity Begin Date	🕒 Activity End Date	📅 Disclosure Due
January 1	December 31	February 1

These forms should be used to file as a condition to assuming office or employment and for the regular annual filing requirement. A filing using the previous version of the forms is not valid and does not satisfy your filing requirement.

LOCAL CLERK INFORMATION

- Local Clerk FAQs (Local%20Clerks FAQs.pdf)

FORMS*

- State and Local Statement of Economic Interests (SLSOEI_Fillable_FINAL_July2022.pdf)

- Financial Disclosure Statement (2017 2.0 FDS FINAL - 1.pdf)
- Disclosure of Real Estate Holdings

(Disclosure of Real Estate Holdings.pdf)**The forms above are the official forms formally approved by the Council.*

GUIDES TO COMPLETING FORMS

- Guide to Completing the State and Local Statement of Economic Interests (2.0 SLSOEI Guide-1.pdf)
- State and Local Statement of Economic Interests FAQs (SOEI FAQs.pdf)
- Guide to Completing the Financial Disclosure Statement (2.0 FDS Guide-1.pdf)
- Financial Disclosure Statement FAQs (FDS%20FAQs.pdf)
- Guide to Completing the Disclosure of Real Estate Holdings (2.0 Disclosure of Real Estate Guide.pdf)

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Designed and developed by the Division of Legislative Automated Systems (<http://dlas.virginia.gov/>).



Russell County BOS

VDOT Update

January 3, 2023

Board Action Requests

VDOT is not seeking any Board action this month in the form of a resolution.

The Residency intends to publish the Notice of Public hearing for discontinuance on Route 871 in January, unless the Board would prefer abandonment.

Maintenance Activities

Maintenance crews are actively involved in a variety of activities including:

- Brush cutting was completed on segment(s) of Route 614, 615, 634, 640 and 641.
- Maintenance work (spreading gravel, blading) was conducted on routes 606, 609, 621, 622, 262, 636, 671, 678 and 722.
- Shoulder / slope repairs were completed on Routes 71, 611, 640, 641 and 674.
- Trees / tree debris was removed from Routes 608 and 683.
- Pothole patching was completed on Routes 611 and 668.
- Ditching was completed on segments of Routes 82, 622 and 631.
- Pipes were cleared on Routes 611, 615 and 1050.
- Slope repairs were completed on Routes 609 and 834.

Maintenance Activities Planned

- Slope stabilization on Routes 600 and 712
- Culvert replacement & associated ditching on Route 730 (Requires permit)
- Boom ax work along Route 661
- Slide repair on Routes 622 and 624.
- Sinkhole repair on Route 19
- Installation of sand barrels between guardrail and signal pole at the Wal-Mart entrance Route 19 intersection; need to coordinate with guardrail repair.
- Pothole (hand) patching will continue as weather and other workload requirements allow.

Rural Rustic / 6 Year Plan Projects

Work on Blanch Davis Road (Route 606) has been completed with the exception of paving, which is planned for the 2023 paving season.

North Cedar Acres is a small project (adding approximately 370 feet) of road utilizing residual funding from previously completed projects and is proposed for completion as weather allows, with paving proposed for the spring of 2023.

Non — VDOT Projects

Pure Salmon Project

No new information to report this month, a recent site visit indicated progress continues on the construction of the connection to Route 19. The residency understands overhead utility relocation is underway which will final excavation to be completed to make the connection to Route 19.

Three Rivers Destination Center

No new activity this month on this project.

Miscellaneous

Residency staff stand ready to respond to inquiries and provide explanations but also offer the 1800-FOR-ROAD call to enter work order requests into VDOT's tracking system.



Lonzo Lester <lonzo.lester@russellcountyva.us>

FY2023 Non-Competitive Litter Prevention and Recycling Grant

1 message

ceds@deq.virginia.gov <ceds@deq.virginia.gov>
To: Lonzo.Lester@russellcountyva.us, brian.ferguson@russellcountyva.us
Cc: brian.ferguson@russellcountyva.us

Wed, Dec 14, 2022 at 12:25 PM



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

Acting Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus,
PE, PWD, PWS Emeritus
Director
(804) 698-4020

December 14, 2022

Lonzo Lester
County Administrator
Russell County
137 Highland Dr
Suite A
Lebanon, VA 24266

Dear Lonzo Lester:

I am pleased to inform you that a total grant award of **\$19,456.00** has been approved for the Litter Prevention and Recycling Program activities and the Extended Polystyrene (EPS) campaign for the period of July 1, 2022 to June 30, 2023. DEQ's calculation of your grant award was based upon the following distribution:

- Russell County:** Non-Competitive Grant Award: \$13,456.00
- Town of Cleveland:** Non-Competitive Grant Award: \$1,595.00
- Town of Honaker:** Non-Competitive Grant Award: \$1,595.00
- Town of Lebanon:** Non-Competitive Grant Award: \$2,810.00

Processing of the grant awards is underway, and a payment for this amount should be received within the next two weeks if funds can be transferred electronically (EDI) or in thirty days if processing by check is required.

If you have any questions or need additional information, please contact Prina Chudasama at prina.chudasama@deq.virginia.gov or at (804) 659-1530.

Sincerely,



Sanjay Thirunagari
Programs Manager
Division of Land Protection & Revitalization

SOUTHWEST VIRGINIA REGIONAL JAIL AUTHORITY

SECOND AMENDED SERVICE AGREEMENT

This Second Amended Service Agreement (the “Agreement”) is made as of this ____ day of _____, 2022, by and among the Southwest Virginia Regional Jail Authority (the “Authority”) and the counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Tazewell, Washington and Wise and the Cities of Norton and Bristol, each of which is a political subdivision of the Commonwealth of Virginia (collectively the “Member Jurisdictions” and individually, a “Member Jurisdiction”).

RECITALS

WHEREAS, pursuant to Article 3.1, Title 53.1 of the Code of Virginia, the counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Washington, and Wise and the City of Norton each adopted resolutions creating the Southwest Virginia Regional Jail Authority (the “Authority”) for the purpose of financing, acquiring, constructing and equipping regional jail facilities in the counties of Dickenson, Washington, and Scott (as more particularly defined below the “Jail Facilities”), and providing for the ongoing operation and maintenance of the Jail Facilities for the benefit of the Member Jurisdictions; and,

WHEREAS, in order to pay the costs of constructing, equipping, maintaining and operating the Jail Facilities, the counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Washington, and Wise and the City of Norton, entered into a Service Agreement dated February 1, 2003, establishing their financial obligations to the Authority on terms and conditions set forth in said Agreement; and,

WHEREAS, the Authority and Member Jurisdictions agreed to accept Tazewell County as a Member Jurisdiction and entered into Amended Service Agreement dated July 1, 2005, reestablishing the financial obligations of the Member Jurisdictions to the Authority on terms and conditions set forth in said Amended Service Agreement; and,

WHEREAS, City of Bristol desires to become a Member Jurisdiction of the Authority and share certain costs with the equipping, maintaining, financing, and operating the Jail Facilities of the Authority; and,

WHEREAS, the Member Jurisdictions agree that City of Bristol will share in the costs of operation of the Jail Facilities as well as the debt service on the bonds or revenue notes used to finance the construction of said Jail Facilities and renovations to the same based on the number of beds occupied by prisoners or inmates committed to the Sheriff of City of Bristol and housed at said Jail Facilities; and,

WHEREAS, City of Bristol will pay a per diem premium each day for every prisoner housed by the Authority up to a designated amount in addition to the debt service charge and Facilities Charge and Facilities Charges described herein to become a Member Jurisdiction; and,

WHEREAS, the Member Jurisdictions agree herein to pay certain amounts on the terms set forth in this Agreement to construct, renovate, equip, maintain, and operate the Jail Facilities of the Authority.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Authority and each of the Member Jurisdictions hereby agree as follows:

ARTICLE I

DEFINITIONS

The capitalized terms in this Agreement have the meanings set forth below unless the context otherwise requires.

“Agreement with Tazewell County” means the lease agreement between the Authority and Tazewell County to staff, operate, and maintain the Tazewell Jail Facility as the fourth jail facility of the Authority and the terms and conditions for Tazewell County to become a Member Jurisdiction.

“Annual Budget” has the meaning given to such term in Section 3.7.

“Applicable Laws” mean all applicable laws, ordinances, judgments, decrees, injunctions, writs, and orders of any court, arbitrator or governmental agency or authority and all rules, regulations, orders, interpretations, licenses and permits of any Federal, state, county, municipal, regional, foreign or other governmental body, instrumentality, agency or authority.

“Authority” means the Southwest Virginia Regional Jail Authority.

“Authority Default” has the meaning given to such term in Section 8.1.

“Bonds” means revenue bonds and notes issued by the Authority in one or more series for permanent financing or refinancing of the design, site acquisition, construction, equipping, financing, preoperational expenses, renovations, additions, and other costs of the Jail Facilities, including any additional revenue bonds and notes issued by the Authority for refunding of prior bonds or notes issued by it or for the financing of additional construction or improvements to the Jail Facilities.

“Chief Executive Officer” means the city manager, county administrator or other official exercising comparable authority, of each Member Jurisdiction.

“Debt Service Charge” means the charge imposed upon Tazewell County and City of Bristol as debt service on the bonds or revenue notes used to finance or refinance the Jail Facilities or renovations and additions to the same in the counties of Dickenson, Scott, and Washington based upon the number of beds occupied by prisoners committed to the Sheriff of Tazewell County and the Sheriff of the City of Bristol and housed at the Jail Facilities.

“Debt Service Reserve Fund” means the reserve fund established in Section 4.3.

“Expenses” mean all expenses which may reasonably be determined by the Authority to be attributable directly or indirectly to the ownership or operation of the Jail Facilities and payable as operating expenses in accordance with generally accepted accounting principles and state law and shall also include debt service payments on the Bonds and other indebtedness of the Authority and other capital costs, required payments to the Operating Reserve Fund, required payments to the Debt Service Reserve Fund established in connection with the Bonds and other reasonable or necessary payments required to comply with covenants imposed by the Indenture and other documents under which Bonds are issued.

“Facilities Charge” and “Facilities Charges” means the amounts payable by the Member Jurisdictions as determined in accordance with the provisions of Section 4.1(a)(2).

“Facilities Charge Percentages” has the meaning given such term in Section 4.1(a)(2)(ii).

“Fiscal Year” means the annual accounting period from July 1 of one year to June 30 of the following year.

“Indenture” means the indenture of trust or trust agreement, as the same may be supplemented or amended from time to time, under which the Bonds are issued by the Authority.

“Jail Facility” means any of the jails operated by the Authority referred to herein as either Jail Facilities or Tazewell Jail Facility.

“Jail Facilities” means the three (3) separate regional jail facilities acquired, constructed, renovated, and equipped by and for the use of the Authority, from monies provided from proceeds of the Bonds and located in the Counties of Dickenson,

Washington, and Scott, together with any additions or improvements thereto.

“Member Jurisdictions” means the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Tazewell, Washington, and Wise and the Cities of Norton and Bristol, each a political subdivision of the Commonwealth of Virginia, and such other political subdivision or subdivisions joining the Authority as provided in Section 5.7 but excluding any political subdivisions that may have withdrawn from the Authority as provided in Section 5.8.

“Member Jurisdiction” means any of the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Tazewell, Washington, and Wise and the Cities of Norton and Bristol.

“Member Jurisdiction Default” has the meaning given to such term in Section 8.2.

“Net Expenses” means Expenses reduced by an amount equal to revenue received from (i) Non-Member Jurisdictions; (ii) Expenses of the Authority reimbursed by the Commonwealth of Virginia; and (iii) all other non-member revenue.

“Non-Member Jurisdictions” means political subdivisions or agencies thereof, including but not limited to, the federal government and the District of Columbia, which utilize the Jail Facilities.

“Non-Member Per Diem Rate” means the daily charge to Non-Member Jurisdictions for each Prisoner as determined from time to time by the Authority, unless specified by contract with the Authority, which initially shall be a rate not less than 150% of the Per Diem Rate.

“Notes” means bond anticipation notes issued by the Authority in November, 2001 and June, 2002.

“Operating Reserve Fund” means the reserve fund established in Section 4.3.

“Per Diem Premium” means the charge imposed upon City of Bristol for admission or joinder to the Authority as a Member Jurisdiction.

“Per Diem Rate” means a uniform daily charge equal to Net Expenses divided by the total number of beds used by Member Jurisdictions in the preceding Fiscal Year divided by 365 or 366 days, as the case may be; provided, however, for purposes of computing the Per Diem Rate prior to the Fiscal Year that begins on July 1, 2006, Net Expenses shall be divided by the estimated number of beds Member Jurisdictions are expected to use in the then current Fiscal Year divided by the estimated number of days the Jail Facilities are to be available for use in such Fiscal Year.

“Placed in Service” means the first day on which the Jail Facilities have been certified by the appropriate authority of the Commonwealth to accept Prisoners.

“Planning Study” means the feasibility study and conceptual design for the Jail Facilities prepared by Thompson & Litton, Engineers.

“Prisoner(s)” has the meaning given to such term in Section 3.1.

“Tazewell County” means Tazewell County, Virginia, a political subdivision of the Commonwealth, the tenth Member Jurisdiction of the Authority who did not participate in the issuance of the bonds or revenue notes used to finance the Jail Facilities in the Counties of Dickenson, Scott, and Washington.

“City of Bristol” means City of Bristol, Virginia, a political subdivision of the Commonwealth, the eleventh Member Jurisdiction of the Authority who did not participate in the issuance of the bonds or revenue notes used to finance the Jail Facilities or the renovations or additions to the same in the Counties of Dickenson, Scott, and Washington.

“Tazewell Jail Facility” means the jail facility located at the Courthouse in Tazewell, Virginia which was not acquired, constructed, or equipped from monies provided from proceeds of the Bonds described herein used to construct the Jail Facilities.

ARTICLE II

CONSTRUCTION AND FINANCING

Section 2.1 Construction of Jail.

The Authority agrees to construct and equip the Jail Facilities substantially in accordance with the Planning Study.

Section 2.2 Permits.

The Authority will construct the Jail Facilities in accordance with the requirements of all Applicable Laws and the rules and regulations of the Virginia Board of Corrections. The Member Jurisdictions agree to provide reasonable assistance to the Authority in complying with any such requirements, and will provide the Authority with any and all information that may be necessary in this regard.

Section 2.3 Jail Facilities: Agreement to Finance.

The eligible construction cost of the Jail Facilities totaled approximately \$74,446,751. One-half of the eligible construction costs estimated at \$37, 223,376 was reimbursed by the Commonwealth of Virginia upon completion of construction. The Authority financed the cost of constructing and equipping the Jail Facilities, including but not limited to the costs of issuance and related expenses associated with such financing, through the issuance of the Bonds. In addition, the Authority issued the Notes to finance certain preliminary costs on an interim basis which were not repaid with a portion of the proceeds of the Bonds. The Member Jurisdictions each agree that the Bonds will be secured by, among other things, the payments made pursuant to this Agreement and that the Authority will be issuing the Bonds in reliance on the representations and obligations of each of the Member Jurisdictions set forth in this Agreement. To become a Member Jurisdiction, Tazewell County paid a per diem premium for a period of ten (10) years and allowed the Authority to assume control, staff, operate, and maintain the Tazewell Jail Facility as the fourth Jail Facility of the Authority. Furthermore, Tazewell County entered into an Agreement to sublease that portion of the Tazewell County Courthouse utilized as the Tazewell County Jail for the Authority to equip, operate, and maintain the same as the fourth Jail Facility of the Authority under such terms and conditions as may be deemed appropriate by the Authority.

The Authority in 2013 refinanced the 2003 Bonds and financed a portion of the construction and improvements or additions to the Jail Facilities in Dickenson, Washington, and Scott Counties through the Virginia Resources Authority with the remaining financing of the improvements to said Jail Facilities through the issuance of a grant revenue anticipation note. The Authority also refinanced the outstanding debt in 2020. With the additions and improvements to the named Jail Facilities, City of Bristol requested to become a Member Jurisdiction of the Authority and share in the cost of constructing, financing, equipping, and operating the Jail Facilities of the Authority. To become a Member Jurisdiction, City of Bristol shall pay the per diem premium described below in Section 4.7 in addition to all other payments and obligations pursuant to this Second Amended Service Agreement.

ARTICLE III

PROVISIONS OF SERVICE, OPERATION, AND MAINTENANCE

Section 3.1 Acceptance of Prisoners.

(a) Immediately after the Jail Facilities and Tazewell Jail Facility are Placed in Service, the Authority will accept Prisoners from each of the Member Jurisdictions (and to the extent space is available, from Non-Member Jurisdictions) who have been (i) duly

arrested for committing a criminal offense and held over pending trial; or (ii) duly convicted of committing a criminal offense and sentenced to a term of incarceration by a court having proper jurisdiction (the “Prisoners”). In the event the Jail Facilities and Tazewell Jail Facility are at capacity with Prisoners, the Authority shall continue to accept all Prisoners committed to it by a Member Jurisdiction and shall be responsible for arranging incarceration of such Prisoners, for transportation thereof and for all costs associated therewith.

(b) The Authority shall exercise its best efforts to keep the Jail Facilities and Tazewell Jail Facility full of Prisoners at all times. Prisoners of Member Jurisdictions shall be given a preference over those of Non-Member Jurisdictions; however, to the extent space is available, the Authority will endeavor to accept Prisoners from Non-Member Jurisdictions. The Authority shall attempt to place Member Jurisdiction Prisoners in the closest of the Jail Facilities and the Tazewell Jail Facility to such Member Jurisdiction. If a Non-Member Jurisdiction’s Prisoner prevents placement in the closest of the Jail Facilities or Tazewell Jail Facility to such Member Jurisdiction, such Non-Member Jurisdiction’s Prisoner shall be transferred to another of the Jail Facilities or Tazewell Jail Facility operated by the Authority, if space is available, to allow space for the Member Jurisdiction Prisoner at the closest of the Jail Facilities or Tazewell Jail Facility to such Member Jurisdiction. Non-Member Jurisdictions shall be responsible for all costs associated with such transportation unless otherwise provided for by contract with the Authority. Further, to the extent a Member Jurisdiction Prisoner is placed in one of the Jail Facilities or Tazewell Jail Facility that is not the closest to the Member Jurisdiction, then at such time as space is available in the closest of the Jail Facilities or Tazewell Jail Facility, the Authority agrees to transport the Member Jurisdiction Prisoner to such closest Jail Facility unless said Member Jurisdiction Prisoner is placed in a certain Jail Facility for a specific purpose other than lack of available space at the closest Jail Facility. The Authority is responsible for all costs associated with transportation of said Member Jurisdiction Prisoner.

Section 3.2 Commitment of Prisoners.

(a) After the Jail Facilities are Placed in Service and until final Payment of the Bonds, each Member Jurisdiction agrees, to the extent permitted by law: (1) to be obligated to commit promptly all of its Prisoners to the custody of the Authority and (2) to refuse to pay for the incarceration of any Prisoner committed to the custody of its Sheriff that is incarcerated in any facility other than the Jail Facilities or Tazewell Jail Facility of the Authority unless in the case of either: (i) commitment of any such Prisoner to a facility other than the Jail Facilities or Tazewell Jail Facility is ordered by a court of competent jurisdiction; (ii) a court of competent jurisdiction orders the Member Jurisdiction to make such a payment; or (iii) the Authority, in breach of this Agreement, refuses to accept any such Prisoner. The Member Jurisdiction shall have the right to seek reimbursement of its costs for the incarceration of any such Prisoner from the Authority, if the Authority

unjustifiably refuses to accept any such Prisoner.

(b) Upon the Jail Facilities and Tazewell Jail Facility being Placed in Service, each Member Jurisdiction, to the extent permitted by law, agrees that it shall cease to use its existing jail facilities except for use as temporary holding cells prior to commitment of Prisoners to the custody of the Authority.

(c) The Authority agrees to assist the Member Jurisdictions in evaluating the feasibility of utilizing its existing local jail facilities or in the demolition or conversion to other use of such existing local jail facilities.

Section 3.3 Transportation of Prisoners.

Unless the Member Jurisdictions and the Authority agree otherwise, the Authority shall be responsible for the transportation of Prisoners from such Member Jurisdiction to the appropriate Jail Facility or Tazewell Jail Facility for processing and for all costs, expenses, and security relating to such Prisoners during transportation. The Authority agrees to provide transportation of such Prisoners to and from any and all court appearances and shall remain with and maintain responsibility for such Prisoners while such Prisoners await court appearance, unless otherwise agreed by the parties.

Section 3.4 Operation and Maintenance.

The Authority will acquire, design, construct, equip, finance, operate, and maintain the Jail Facilities or Tazewell Jail Facility in accordance with the rules and regulations of the Virginia Board of Corrections and all other Applicable Laws. The Authority shall be an equal opportunity employer.

Section 3.5 Insurance.

The Authority will maintain hazard, liability, or such other insurance as may be required by Applicable Law or which the Authority may deem advisable to protect the interest of the Authority and its Member Jurisdictions. Any such insurance policies shall include the Member Jurisdictions as additional insureds thereunder to the extent of their respective interest. Additionally, the Authority shall obtain surety or fiduciary bonds on Authority employees who have access to Authority funds, bank accounts, deposits or receivables.

Section 3.6 Annual Report.

Within 30 days of the end of each of the Fiscal Year quarters, the Authority will provide each Member Jurisdiction with a statement of revenues and expenditures of the Authority for the preceding quarter, including data on the utilization of the Jail Facilities

and Tazewell Jail Facility by the Member Jurisdictions and other users of the Jail Facilities. The Authority will cause an annual audit to be performed and completed by October 31 of each year for the immediately preceding Fiscal Year by an independent certified public accountant. The final report shall include an estimate of the Fiscal Year-end adjustments to be paid by or credited to each Member Jurisdiction in the following Fiscal Year pursuant to Section 4.1 (a)(4) to reflect actual utilization of the Jail Facilities and Tazewell Jail Facility. A copy of the auditor's report will be delivered to the Chief Executive Officer of each Member Jurisdiction promptly upon completion.

Section 3.7 Annual Budget.

The Authority shall provide to each Member Jurisdiction on or before each January 31st of each calendar year, the Authority's preliminary Annual Budget for the next Fiscal Year and on or before April 30 of each calendar year its final Annual Budget for the next Fiscal Year. Such Annual Budget shall set forth the Facilities Charge Percentage for each Member Jurisdiction, the projected number of Prisoners from each Member Jurisdiction, as well as any payment adjustments that are due to be paid or credited pursuant to Section 4.1(a)(4). The Authority agrees to set, and revise as needed, the Facilities Charges sufficient to generate revenue adequate to pay Net Expenses. Within ten (10) days of any revision to the Facilities Charge, the Authority shall notify each Member Jurisdiction of such revision. The Authority shall promptly provide copies of any amendments to its Annual Budget to each Member Jurisdiction.

Each Member Jurisdiction hereby directs its Chief Executive Officer to include in each annual budget submitted to the governing body of his or her jurisdiction or in an amendment thereto, sufficient funds to cover the payment of the Facilities Charge assessed by the Authority in each Fiscal Year including any subsequent revisions thereto during the course of such year. Each Member Jurisdiction hereby directs its Chief Executive Officer to notify the Authority (i) by July 1 of each year, of the amount so budgeted by the Member Jurisdiction and (ii) at any time, of any amendments to the amount so budgeted by the Member Jurisdiction.

To assist the Member Jurisdictions in estimating their obligations to the Authority, the Authority will develop a policy, which it may amend from time to time, for forecasting its revenues and expenditures over future periods of up to five (5) years beyond the then current Fiscal Year. The forecast will be revised annually and distributed to the Member Jurisdictions during the budget setting process.

Section 3.8 Books and Records; Fiscal Agent.

The Authority will maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted accounting principles for governmental bodies, consistently applied, of all of its business and affairs related to the

Jail Facilities and Tazewell Jail Facility. The books and records of account of the Authority shall be audited annually by a firm of independent public accountants selected by the Authority. The Authority may contract with one of its Member Jurisdictions for the Member Jurisdiction to serve as fiscal agent for the Authority. All books of record and account and documents in the Authority's (or its fiscal agent's) possession relating to the Jail Facilities shall at all reasonable times be open to inspection by such agents or employees of the Member Jurisdictions as they may designate.

Section 3.9 Preliminary Responsibilities.

Before the Jail Facilities are Placed in Service, the Authority will be responsible for (i) the final design, construction and equipping of the Jail Facilities; (ii) the employment or procurement and equipping of the Jail Facilities; (iii) the adoption of rules, regulations, policies and guidelines for the operation and maintenance of the Jail Facilities, not inconsistent with the standards of the Virginia Board of Corrections; and (iv) the arrangements for financing the Jail Facilities.

Section 3.10 Annual Per Diem Rate Calculation.

The Authority will provide each Member Jurisdiction, annually, following the end of each Fiscal Year, the calculation for the effective Per Diem Rate for such Member Jurisdiction for its usage of the Jail Facilities and Tazewell Jail Facility.

ARTICLE IV

PAYMENTS

Section 4.1 Payments from Member Jurisdictions.

(a) Facilities Charges.

(1) In each Annual Budget, the Authority shall establish the Facilities Charge for the following Fiscal Year which shall be revised as necessary as provided in Section 3.7.

(2) (i) The Facilities Charge shall be invoiced quarterly by the Authority 30 days in advance of service and shall be payable no later than July 15, October 1, January 1, and April 1 in each year, beginning July 15, 2005. Notwithstanding the foregoing, if as a result of construction cost overruns, cost savings or delays in construction, or early completion of construction, or any combination thereof, it becomes necessary to accelerate or delay payment of the first Facilities Charge, the Authority and the Member Jurisdictions will make such adjustment as may be necessary or appropriate for timely payment of Net Expenses.

(ii) In order to facilitate the successful financing of the Jail Facilities, the Member Jurisdictions agree to pay their ratable share of the Facilities Charge as budgeted by the Authority in accordance with the percentages established annually pursuant to this Section (the “Facilities Charge Percentages”) notwithstanding the actual number of Prisoners committed or expected to be committed, subject to Fiscal Year-end adjustment to reflect actual use.

(A) Unless the Member Jurisdictions mutually agree upon other percentages due to a change in proportionate Prisoner populations, the Facilities Charge for each Member Jurisdiction shall be based upon the actual Prisoner count at the end of the fiscal year after reconciliation subject to Paragraph 4.7(a). For the period commencing on the date of this Agreement through the Fiscal Year ending June 30, 2022, the proposed Facilities Charge will be paid in accordance with the following percentages:

Member Jurisdiction	Estimated Bed Usage	Facilities Charge Percentage
Buchanan County	150	7%
Dickenson County	100	5%
Lee County	140	6%
Russell County	180	9%
Scott County	195	10%
Smyth County	195	10%
Tazewell County	320	16%
Washington County	320	16%
Wise County	205	10%
City of Norton	20	1%
City of Bristol	200	10%
Total	2,025	100.00%

(B) Beginning with the Fiscal Year that commences July 1, 2022, the budget Facilities Charge Percentages shall be adjusted each Fiscal Year to approximate the actual proportionate use of the Jail Facilities and Tazewell Jail Facility by the Member Jurisdictions as of the end of the immediately preceding Fiscal Year. Such actual proportionate use for each Member Jurisdiction shall be determined by a fraction the numerator of which shall be the number of Prisoner beds used by the Member Jurisdiction during the immediately preceding Fiscal Year and the denominator of which shall be the total number of Prisoner beds used by all Member Jurisdictions in the immediately preceding Fiscal Year. Notwithstanding the foregoing, the Authority and the Member

Jurisdictions may use such other method for annually adjusting budgeted Facilities Charge Percentages as may be mutually agreeable.

(3) If not paid when due, the Facilities Charge shall bear interest at $\frac{3}{4}\%$ per month until paid; provided, however, that this provision shall not apply in instances where Applicable Law prescribes some other due date or late payment charge. If not paid on the date payment is due, a Member Jurisdiction shall be charged at the Non-Member Per Diem charge for its Prisoners in accordance with Section 4.1(c) until all amounts due and unpaid have been fully paid.

4) By the end of each October following the immediately preceding Fiscal Year, the Authority shall reconcile the total amount of each Member Jurisdiction's payments to reflect the amount each Member Jurisdiction should have paid during such year based upon actual proportionate use of the Jail Facilities and Tazewell Jail Facility and compare it to the amount paid by each Member Jurisdiction. Any Member Jurisdiction which has underpaid shall be notified by the Authority of the amount of the shortfall, which amount shall be paid as an additional sum in equal quarterly installments over the next Fiscal Year. Any Member Jurisdiction that has overpaid shall be entitled to a refund or a credit, as such Member Jurisdiction may elect, in the amount of such overpayment to be applied in equal quarterly installments over the next Fiscal Year; provided, however, no Member Jurisdiction shall be entitled to a full credit until such time as the Authority has received payment of all underpaid amounts. In the event the Authority receives a portion but not all of the payments due for underpaid bills, the Authority shall apply the amount received ratably as a partial credit to the Member Jurisdictions which overpaid.

(b) The obligation of each Member Jurisdiction to pay the Facilities Charge in advance shall be subject to and contingent upon appropriations being made for such purpose by the governing body of such Member Jurisdiction.

(c) If Facilities Charges due and payable in advance as set forth in Section 4.1(a)(2) are not paid within 30 days of their respective due dates, each Member Jurisdiction hereby agrees to pay, on a monthly basis, the Non-Member Per Diem Rate for each Prisoner committed to the Jail Facilities or Tazewell Jail Facility during preceding calendar month. All payments pursuant to this paragraph shall be due and payable not later than 30 days following the date of the Authority's invoice setting forth the amounts due for the services rendered by the Authority in housing such Member Jurisdiction's Prisoners.

(d) Prior to the issuance of the Bonds, if for any reason the Jail Facilities are not Placed in Service, the Member Jurisdictions shall reimburse the Authority for all expenses, including debt service on the Authority's interim financings, not previously paid by the Member Jurisdictions pursuant to the percentages contained in the table in Section 4.1(a)(2): provided, however, that the payment required by any Member Jurisdiction, will be subject to the appropriation of funds for such purpose by the governing body of such

Member Jurisdiction.

(e) Commencing on the date of issuance of the Bonds, if the Authority lacks sufficient funds to pay scheduled debt service on the Bonds, or to pay any debt service reserve funding requirements, the Authority shall promptly notify the Member Jurisdictions of the amount of each insufficiency. Upon such notification, each Member Jurisdiction agrees to pay, subject to the conditions contained in this paragraph, a portion of such deficit equal to its Facilities Charge Percentage then in effect for the then current Fiscal Year as determined pursuant to Section 4.1 (a)(2). Any such payment under this paragraph shall be subject to the appropriation of funds by the governing body of each Member Jurisdiction. In no event shall the obligation of any Member Jurisdiction, under this paragraph (e) or the immediately preceding paragraph (d) be deemed to constitute a debt within the meaning of the Constitution of Virginia.

(f) The Authority shall notify all Member Jurisdictions not later than 30 days after any payment due date if a Member Jurisdiction fails to pay any charge when due, and shall pursue with diligence the collection of such past due amount. The notice shall include a statement of the Authority's intention to adjust the remaining payments due during the Fiscal Year (and thereafter if such default is not cured) from all non-defaulting Member Jurisdictions and shall state the amount of the adjusted charge. The adjustment shall be based upon a reallocation of Facilities Charge Percentages to all non-defaulting Member Jurisdictions. Upon payment in full of the amount in arrears by the defaulting Member Jurisdiction the Authority shall readjust charges to the Member Jurisdictions to pre-default levels and credit all non-defaulting Member Jurisdictions in the appropriate amount for any excess payments previously made at the default adjusted rate. The Authority shall make other adjustments as may be necessary to the Facilities Charge during the Fiscal Year to meet expenses and to comply with any covenant entered into in connection with issuance of the Bonds.

Section 4.2 Payments from other Jurisdictions.

Within the limits allowed by law, the Authority shall establish a Non-member Per Diem Rate for the care, maintenance and subsistence of Prisoners from Non-Member Jurisdictions. Such Non-Member Per Diem Rate charge shall be due and payable to the Authority from Non-Member Jurisdictions having Prisoners in the Jail Facilities no later than the fifteenth day of the month next following the month in which the charge was incurred and if not paid when due shall bear interest at the rate of 1% per month until paid; provided, however, that the provision as to interest on late payments shall not apply in instances where state law prescribes some other due date or late payment charge. Revenue received from all sources other than the Member Jurisdictions shall be used to pay Expenses.

Section 4.3 Operating Reserve Fund and Debt Service Reserve Fund.

Upon the Jail Facilities being Placed in Service, the Authority agrees to provide for an Operating Reserve Fund in each of its Annual Budgets in an amount equal to not less than 60 days of Expenses, excluding debt service requirements, contained in the Annual Budget for such year. The Operating Reserve Fund will be established as a separate account and will be used to cover periods of revenue shortfall when the Authority's revenues are not sufficient to cover its actual Net Expenses. Upon the issuance of the Bonds, the Authority agrees to provide for a Debt Service Reserve Fund to be held by the trustee under the Indenture and in an amount not less than the maximum annual debt service on the Bonds as further described in the Indenture. The Authority agrees to provide for contributions to the Debt Service Reserve Fund in each of its Annual Budgets to the extent necessary to maintain the amounts therein at not less than the minimum amount required. The Debt Service Reserve Fund will be established as a separate account held by the trustee under the Indenture for the Bonds.

Section 4.4 Commonwealth Reimbursement Grants.

Any funds that the Authority receives from the Commonwealth of Virginia as reimbursement for the cost of constructing the Jail Facilities will be applied immediately to the payment of the Notes portion of the Bonds.

Section 4.5 Limitation of Liability.

The only obligation of the Member Jurisdictions to pay for the establishment, operation, or maintenance of the Jail Facilities and the Tazewell Jail Facility arises out of this Agreement. No such payment for future responsibility shall constitute a debt of any Member Jurisdiction within the meaning of any constitutional or statutory limitation. Nothing in this Agreement shall constitute a pledge of the full faith and credit of any Member Jurisdiction under any provision of its charter, if any, or the Constitution of Virginia.

Section 4.6 Paragraph Reserved.

Section 4.7 Payments and Contributions by City of Bristol.

(a) Per Diem Premium: City of Bristol shall pay the Authority a Per Diem Premium, in addition to the debt service charge described in subsection (b), Facilities Charge, and Facilities Charges set forth herein, of Two Dollars Seventy-Five Cents (\$2.75) per Prisoner committed to the Authority and housed at the Jail Facilities and Tazewell Jail Facility each day for ten (10) years commencing on the day Prisoners are committed to the Authority from City of Bristol pursuant to this Agreement. The Per Diem Premium described herein shall be in addition to the debt service charge, Facility Charge, and Facilities Charges

herein. Furthermore, City of Bristol shall pay the Per Diem Premium herein based upon a minimum of two hundred (200) prisoners per day, or the actual number of inmates housed, whichever is greater.

(b) Debt Service Charge: City of Bristol shall pay annually a debt service charge on the bonds or revenue notes used to finance or refinance the costs of construction of the Jail Facilities and the renovations and additions to the same. The debt service charge described herein in this Second Service Agreement shall be based upon the number of beds occupied by prisoners or inmates committed to the Sheriff of the City of Bristol and housed by the Authority at the Jail Facilities located in Dickenson, Scott, and Washington Counties or the Tazewell Jail Facility. The debt service charge described herein shall be in addition to the Per Diem Premium set forth above and the Facilities Charge and Facilities Charges imposed annually on each Member Jurisdiction pursuant to the Service Agreements described herein and entered into by the Member Jurisdictions.

(c) City of Bristol shall donate two vehicles to the Authority upon approval of this Service Agreement capable of transporting prisoners.

(d) City of Bristol shall pay all legal fees in connection with becoming a Member Jurisdiction, including but not limited to, the approvals associated with the Bonds.

(e) The Per Diem Premiums collected by the Authority for ten (10) years shall be reallocated or reimbursed at the end of each Fiscal Year to the other ten (10) Member Jurisdictions based upon the average number of Prisoners housed during the Fiscal Year by each of the other ten (10) Member Jurisdictions.

ARTICLE V

ADDITIONAL AGREEMENTS

Section 5.1 Sale or Other Conveyance.

Except as specifically permitted under the Indenture, the Authority will not sell, lease, sublease, assign, convey, or otherwise voluntarily dispose of any of the Jail Facilities or any material interest in the Jail Facilities unless the Bonds and any other debt incurred by the Authority have been paid or otherwise deemed paid or defeased in accordance with the Indenture or other agreements pursuant to which the Bonds or other debt was issued,

Section 5.2 Further Documents and Data.

The parties to this Agreement will execute and deliver all documents and perform all further acts that may be reasonably necessary to perform the obligations and

consummate the transactions contemplated by this Agreement.

Section 5.3 Right to Access.

Each of the Member Jurisdictions will have reasonable access to the Jail Facilities and Tazewell Jail Facility in order to monitor the Authority's compliance with the terms of this Agreement.

Section 5.4 Confidentiality.

The Authority will maintain all records and files on the Prisoners on a confidential basis in accordance with all Applicable Laws. Each of the Member Jurisdictions will maintain the confidential nature of all records and files relating to the Prisoners in accordance with all Applicable Laws.

Section 5.5 Notification.

The Authority will promptly furnish to each of the Member Jurisdictions a copy of any notice or order of any governmental authority asserting that the Authority, the Jail Facilities, or the Tazewell Jail Facilities are not in compliance in any material respect with any Applicable Law.

Section 5.6 Tax-Exemption Covenant; Continuing Disclosure.

(a) The Authority intends to issue the Bonds in a manner such that the interest thereon is excludable from gross income for Federal income tax purposes under Section 103(a) and related provisions of the Internal Revenue Code of 1986, as amended and applicable rules and regulations. The Authority and each of the Member Jurisdictions agrees that, after the Bonds have been issued, they will not take any action or omit to take any action, which would adversely affect such exclusion of interest.

(b) Pursuant to Section 15c2-12 (b) of the regulations issued by the Securities and Exchange Commission (the "Rule"), the Authority shall, and Member Jurisdictions may, be required to agree with the underwriters of the Bonds, and for the benefit of the owners of the Bonds, to supply certain national municipal securities information repositories for as long as the Bonds are outstanding certain financial information on an annual basis and notification of certain specified material events affecting the Authority and the Member Jurisdictions in compliance with such Rule. The requirements of this ongoing disclosure requirement will be set forth in a continuing disclosure agreement relating to the issuance of the Bonds. Each of the Member Jurisdictions agrees to comply with the ongoing disclosure requirements described above to the extent required therein, including, but not

limited to, providing the Authority with timely notice of the occurrence of any of the specified events which is material to its operations as set forth in the Rule.

Section 5.7 Additional Members.

Any city or county in Virginia may, with the approval of its governing body and with the consent of all the Member Jurisdictions, join and participate in the Authority under such additional terms and conditions for membership as may be prescribed by the Authority. After the issuance of the Bonds, no such change or amendment shall be effective which would cause a violation of any provision of any resolution, indenture or agreement pursuant to which the Bonds or other temporary or permanent financing for the Jail Facilities are issued or obtained by the Authority.

Section 5.8 Withdrawal of Membership.

(a) Any Member Jurisdiction may withdraw from membership in the Authority by resolution or ordinance of its governing body; however, no Member Jurisdiction shall be permitted to withdraw from the Authority after the Bonds have been issued and remains outstanding unless (1) the withdrawal is consented to by unanimous vote of the Member Jurisdictions; and (2) the withdrawing Member Jurisdiction shall have agreed to pay its proportionate share of the costs of the Jail Facilities financed with Bonds or other indebtedness, such proportionate share to be determined by multiplying the then unpaid principal portion of the Bonds or other indebtedness by the withdrawing Member Jurisdiction's average actual use of Prisoner beds (as determined by Section 4.1(a)(2)(ii)) in the two Fiscal Years immediately preceding the effective date of withdrawal plus such other amounts as shall be sufficient to pay any premium then due or to be due and interest accruing on the withdrawing Member Jurisdiction's proportionate share of such unpaid principal until the date the Bonds or other indebtedness shall be next eligible for redemption. After the issuance of the Bonds, no such change or amendment shall be effective which would cause a violation of any provision of any resolution, indenture or agreement pursuant to which the Bonds or other temporary or permanent financing for the Jail Facilities are issued or obtained by the Authority.

(b) The Member Jurisdictions shall not dissolve the Authority during any period in which Bonds or Notes are outstanding without providing by way of agreement or through some other arrangement for payment or defeasance of the principal of, premium, if any, and interest then remaining to be paid on such Bonds or Notes and any expenses related thereto. Any such agreement or arrangement shall be subject to the appropriation of funds for such purpose by the governing bodies of the Member Jurisdictions.

Section 5.9 Preferential Hiring.

Qualified employees of any of the correctional departments of the sheriffs of any of

the Member Jurisdictions shall be given preferred consideration for employment at the Jail Facilities and Tazewell Jail Facility by the Authority, subject to the employment policies and procedures adopted by the Authority.

ARTICLE VI

REPRESENTATIONS, WARRANTIES, AND COVENANTS OF AUTHORITY

In addition to the covenants in other Articles of this Agreement, the Authority represents, warrants, and covenants as follows:

Section 6.1 Organization, Authorization and Validity.

The Authority is a political subdivision of the Commonwealth duly organized and validly existing under the laws of the Commonwealth and has duly authorized, executed and delivered this Agreement enforceable against the Authority in accordance with the terms.

Section 6.2 Authority.

The Authority has all requisite authority to execute and deliver and perform its obligations under this Agreement and is not a party to any indenture, contract or other agreement or arrangement, the performance of which by the Authority would prevent or materially and adversely affect the Authority's ability to perform the terms of this Agreement.

Section 6.3 Non-Contravention.

The execution and delivery of this Agreement by the Authority and the consummation of the transactions contemplated in it will not conflict with or result in a breach of or constitute a default under or violate any of the terms, conditions or provisions of the resolutions creating the Authority, the bylaws of the Authority or any material indenture, contract or other agreement or arrangement to which the Authority is a party or by which any of its properties are bound, or any Applicable Law by which the Authority is bound.

Section 6.4 Litigation.

The Authority is not a party to any legal, administrative, arbitration or other

proceeding or controversy pending, or, to the best of the Authority's knowledge, threatened, which would materially adversely affect the Authority's ability to perform under this Agreement.

Section 6.5 Approvals.

Except for approvals that may be required by the Virginia Board of Corrections and any approvals that may be required for reimbursements from the Commonwealth of Virginia, the Authority does not require the consent or approval of any governmental body to carry out the terms of this Agreement.

ARTICLE VII

REPRESENTATIONS, WARRANTIES, AND COVENANTS OF MEMBER JURISDICTIONS

Each of the Member Jurisdictions represents, warrants, and covenants as follows:

Section 7.1 Organization. Authorization and Validity.

Each of the Member Jurisdictions is a political subdivision of the Commonwealth duly organized and validly existing under the laws of the Commonwealth, and each has duly authorized, executed, and delivered this Agreement. The obligations of each of the Member Jurisdictions in this Agreement are valid, legal, and binding agreements enforceable against each of the Member Jurisdictions in accordance with the terms of this Agreement.

Section 7.2 Authority.

Each of the Member Jurisdictions has all requisite authority to execute and deliver and perform its obligations under this Agreement and is not a party to any indenture, contract or other agreement or arrangement, the performance of which by it would prevent or materially and adversely affect its individual performance under this Agreement.

Section 7.3 Non-Contravention.

The execution and delivery of this Agreement by each of the Member Jurisdictions and the consummation of the transactions contemplated herein will not conflict with or result in a breach of or constitute a default under or violate any of the terms, conditions or provisions of any charter, resolution or ordinance, any material indenture, contract or agreement or arrangement to which it is a party or by which any of its properties are bound, or any Applicable Law by which it is bound.

Section 7.4 Litigation.

None of the Member Jurisdictions is a party to any legal, administrative, arbitration, or other proceeding or controversy pending, or, to the best of its knowledge threatened, which would materially and adversely affect its ability to perform under this Agreement.

ARTICLE VIII

DEFAULTS AND REMEDIES

Section 8.1 Default by Authority.

‘The occurrence of any one or more of the following events will constitute an “Event of Default” by the Authority (“**Authority Default**”):

(a) failure of the Authority to pay principal of or interest when due on any Bonds or Notes or other temporary or permanent financing for the Jail Facilities issued or obtained by the Authority pursuant to this Agreement;

(b) if the Authority is for any reason rendered incapable of performing any of its material obligations under this Agreement;

(c) the Authority makes an assignment of all or a portion of its obligations under this Agreement without the prior consent of the Member Jurisdictions;

(d) the Authority defaults on any of its material obligations under any agreement pursuant to which the Bonds, the Notes or other temporary or permanent financing for the Jail Facilities are issued or obtained by the Authority pursuant to this Agreement and such default is not cured within the applicable cure period;

(e) any proceeding is instituted, with the consent or acquiescence of the Authority. for the purpose of effecting a composition between the Authority and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the funds of the Authority; or

(f) the Authority defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Agreement, and the default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to the Authority by any of the Member Jurisdictions.

Section 8.2 Default by Member Jurisdictions.

(a) The occurrence of any one or more of the following events will constitute an “Event of Default” by any Member Jurisdiction (“Member Jurisdiction Default”):

(1) failure of any of the Member Jurisdictions to make payments of Facilities Charges or Per Diem Premium when due;

(2) failure of any of the Member Jurisdictions to make payments based on the Non-Member Per Diem Rate when due, if applicable;

(3) any of the Member Jurisdictions, for any reason, being rendered incapable of fulfilling its obligations under this Agreement; or

(4) any proceeding is instituted, with the consent or acquiescence of any of the Member Jurisdictions, for the purpose of effecting a composition between such Member Jurisdiction and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the finds of such Member Jurisdiction; or

(5) any of the Member Jurisdictions defaults in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in this Agreement, and the default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to such Member Jurisdiction by the Authority.

(b) Notwithstanding anything contained in this Section to the contrary, (1) failure by a Member Jurisdiction to pay when due any payment required to be made under this Agreement (other than payments due pursuant to Section 4.1(c)) or (2) failure by a Member Jurisdiction to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement. either of which results from failure of such Member Jurisdiction to appropriate moneys for such purposes shall not constitute a Member Jurisdiction Default. Upon any such failure to appropriate, the provisions of Section 8.4(b) shall be applicable.

Section 8.3 Remedies of Member Jurisdictions.

Upon the occurrence of an Authority Default, any of the Member Jurisdictions, after giving notice of such Authority Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Authority to perform its duties under this Agreement or to enjoin any acts in violation of this Agreement.

Section 8.4 Remedies of Authority.

(a) Upon the occurrence of a Member Jurisdiction Default, the Authority, after giving notice of such Member Jurisdiction Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the defaulting Member Jurisdiction to perform its duties under this Agreement or to enjoin any acts in violation of this Agreement. The Authority may also refuse to accept Prisoners from such defaulting Member Jurisdiction until the default has been cured.

(b) If by June 30th of any Fiscal Year the governing body of a Member Jurisdiction has failed to appropriate moneys sufficient for the payment in the following Fiscal Year of its (i) Facilities Charges pursuant to the provisions of Section 4.1(a)(2); and (ii) any other amounts due pursuant to the provisions Section 4.1(a)(4), the Chief Executive Officer of such Member Jurisdiction shall give notice to the Authority and the trustee under the Indenture of such failure within five (5) business days thereafter, and if no such appropriation has been made by the following July 15, the Authority may declare due and payable the Member Jurisdiction's proportionate share of the costs of the Jail Facilities financed with Bonds or other indebtedness, such proportionate share of costs to be determined as set forth in Section 5.8(a)(2), provided; however, such share shall be subject to annual appropriation by the governing body of such Member Jurisdiction. The Authority may also refuse to accept Prisoners from any Member Jurisdiction which fails to appropriate sums sufficient to meet its obligations under this Agreement.

Section 8.5 Remedies Not Exclusive.

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 hereafter existing at law, in equity or by statute.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Severability of Invalid Provisions.

If any clause, sentence, provision or section of this Agreement is held to be illegal or invalid by any Court, the invalidity of the clause, sentence, provision or section will not affect any of the remaining clauses, sentences, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, sentence, provision or section had not been contained in it.

Section 9.2 Notices.

Any notice or other communication under or in connection with this Agreement shall be in writing and shall be effective when delivered in person or sent in the United States mail postage prepaid, to the following persons and addresses or to such other persons and addresses as any of such persons may from time to time specify in writing.

If to the Authority:

Stephen Clear, Superintendant
Southwest Virginia Regional Jail Authority
15205 Joe Derting Drive
Abingdon, VA 24210

If to Buchanan County:

County Administrator
P.O. Drawer 950
Grundy, Virginia 24614

If to Dickenson County:

County Administrator
P.O. Box 1098
Clintwood, Virginia 24228

If to Lee County:

County Administrator
P.O. Box 367
Jonesville, Virginia 24263

If to Russell County:

County Administrator
121 F. Main Street
Lebanon, VA 24266

If to Scott County:

County Administrator
190 Beech Street, Suite 201
Gate City, Virginia 24251

If to Smyth County:

County Administrator
121 Bagley Circle, Suite 100
Marion, Virginia 24354

If to Tazewell County:

County Administrator
108 E. Main St
Tazewell, VA 24651

If to Washington County:

County Administrator
205 Academy Drive
Abingdon, Virginia 24210

If to Wise County:

County Administrator
P.O. Box 570
Wise, Virginia 24293

If to the City of Norton:

City Manager
P.O. Box 618
Norton, Virginia 24273

If to the City of Bristol

City Manager
300 Lee Street
Bristol, VA 24201

Section 9.3 Execution of Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original having identical legal effect.

Section 9.4 Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with, the *laws* of the Commonwealth of Virginia.

Section 9.5 Amendments.

This Agreement may be changed or amended only with the consent of the Authority and each of the Member Jurisdictions. After the issuance of the Bonds, no such change or amendment shall be effective which would cause a violation of any provision of any resolution, indenture or agreement pursuant to which the Bonds or other temporary or permanent financing for the Jail Facilities are issued or obtained by the Authority.

Section 9.6 Effective Date of Agreement.

This Agreement will be effective from the date of its execution and delivery by all of the Member Jurisdictions and the Authority.

Section 9.7 Waiver.

Any waiver by any party of its rights under this Agreement must be in writing and will not be deemed a waiver with respect to any matter not specifically covered. Nothing in this Agreement authorizes the waiver of any Member Jurisdiction's obligation to make payments when due of all monies required to be paid by the Member Jurisdictions under the terms of this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date above written.

SOUTHWEST VIRGINIA REGIONAL JAIL
AUTHORITY

BY: _____
CHAIRMAN

COUNTY OF BUCHANAN

BY: _____
CHAIRMAN

COUNTY OF DICKENSON

BY: _____
CHAIRMAN

COUNTY OF LEE

BY: _____
CHAIRMAN

COUNTY OF RUSSELL

BY: _____
CHAIRMAN

COUNTY OF SCOTT

BY: _____
CHAIRMAN

COUNTY OF SMYTH

BY: _____
CHAIRMAN

COUNTY OF TAZEWELL

BY: _____
CHAIRMAN

COUNTY OF WASHINGTON

BY: _____
CHAIRMAN

COUNTY OF WISE

BY: _____
CHAIRMAN

CITY OF NORTON

BY: _____
MAYOR

CITY OF BRISTOL

BY: _____
MAYOR

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Amended and Restated Support Agreement dated as of June 1, 2020 (the "Local Support Agreement") between the County, the Authority and VRA pursuant to the contribution formula provided in the Service Agreement; and

WHEREAS, the City Council (the "City Council") of the City of Bristol, Virginia ("Bristol") has determined that the most cost-effective method to finance its jail facility needs is to join the Authority as a member jurisdiction and access the Regional Jail as a full member and has requested the same of the Authority; and,

WHEREAS, pursuant to the Service Agreement, consent from each of the existing Member Jurisdictions is required for the joinder of a new member and any related amendment to the Service Agreement in connection therewith and, pursuant to the 2013 Local Bond Sale and Financing Agreement and 2020 Local Bond Sale and Financing Agreement, written consent from VRA is required for the same; and,

WHEREAS, the Authority at its regular meeting on October 19, 2021, approved the joinder of Bristol as a Member Jurisdiction, the execution and delivery of the Second Amended Service Agreement (the "Second Amended Service Agreement") amending and restating the Service Agreement to provide that Bristol receive the services and payments pursuant to the formula set forth in the Second Amended Service Agreement and the execution and delivery of the Bristol Support Agreement to secure Bristol's share of debt service payments under the 2013 Bond and the 2020 Bond; and,

WHEREAS, the Second Amended Service Agreement is intended to include Bristol as a Member Jurisdiction of the Authority and does not disrupt, disturb, or otherwise impair the provisions of the Service Agreement which was used to secure the 2013 Bond and 2020 Bond.

BE IT RESOLVED, by the Board of Supervisors of Russell County, Virginia (the "County"), subject to compliance with the 2013 Local Bond Sale and Financing Agreement and the 2020 Local Bond Sale and Financing Agreement and the written consent of VRA, to-wit:

1) The joinder or addition of Bristol to the Authority pursuant to Va. Code § 53.1-95.5 as a Member Jurisdiction is hereby approved.

2) Bristol shall have three (3) representatives to the Authority, to-wit: the Sheriff of Bristol and two members appointed by the City Council of Bristol. The total representation of the Member Jurisdictions shall be thirty-three (33). The initial representatives from Bristol shall be:

Tyrone Foster, Sheriff of Bristol, 417 Cumberland Street, Bristol, VA 24201;

Randall C. Eads, City Manager of Bristol, 300 Lee Street, Bristol, VA 24201; and

Anthony Farnum, Mayor of Bristol, _____
Bristol, VA 24201.

CERTIFICATION

The members of the Board of Supervisors of Russell County, Virginia voted as follows on the adoption of this Resolution on this 3rd day of January, 2022:

AYES

7

NAYS

0

ABSENT

ABSTENTIONS

APPROVED:



Lonzo Lester, County Administrator Board of Supervisors
Russell County, Virginia

**Southwest Virginia Regional Jail Authority
Inmate Population**

	DOC Inmate Population 1 Year 12/26/2022	DOC Inmate Population 2 Year 12/26/2022
Bristol	33	17
Buchanan	15	9
Norton	0	1
Dickenson	8	6
Lee	20	6
Russell	22	10
Scott	16	13
Smyth	15	11
Tazewell	27	10
Washington	35	21
Wise	11	8
Totals	202	112

	AVG Local ADP 07/01/2022- 11/30/2022	FY2023 Budget
Nov-22		
147.07	162.93	190
129.17	129.08	121
9.08	10.7	9
53.75	56.27	75
114.56	115.04	120
101.93	117.53	160
124.11	126.36	173
118	119.83	117
234.43	245.95	270
167.25	164.3	223
150.12	153.6	156
1349.47	1401.59	1614

Federal Inmates - VA 46
 Federal Inmates - TN 105

Mar-21		Mar 2021 Less DOC Inmates (2 Years+)		Difference
152.17	0.082888	130.07	0.10510962	(0.02222)
19.36	0.010546	120.17	0.09710942	(0.08656)
87.52	0.047673	8.08	0.00652945	0.04114
145.06	0.079016	47.75	0.03858679	0.04043
188.13	0.102476	108.56	0.08772738	0.01475
198.71	0.108239	91.93	0.07428867	0.03395
190.33	0.103675	111.11	0.08978804	0.01389
322.39	0.175609	107	0.08646674	0.08914
343.62	0.187173	224.43	0.18136197	0.00581
188.55	0.102705	146.25	0.11818468	(0.01548)
		142.12	0.11484723	
1835.84	1	1237.47	1	



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item D-5
Presenter: Chairperson

Meeting: 1/3/23 6:00 PM

Approval of Pre-Authorized Expenditures

Request authorization of the County's 2023 Pre-Authorized Payment of Monthly Expenditures:

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

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

STAFF RECOMMENDATION(s):

Board Discretion.

SUGGESTED MOTION(s):

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

ATTACHMENTS:

- None

Glade Hollow Ball Park

Deck Repair Information

**This informational packet is regarding decking at the Glade Hollow Ballpark. Attached you will find:

** Preliminary replacement plans.

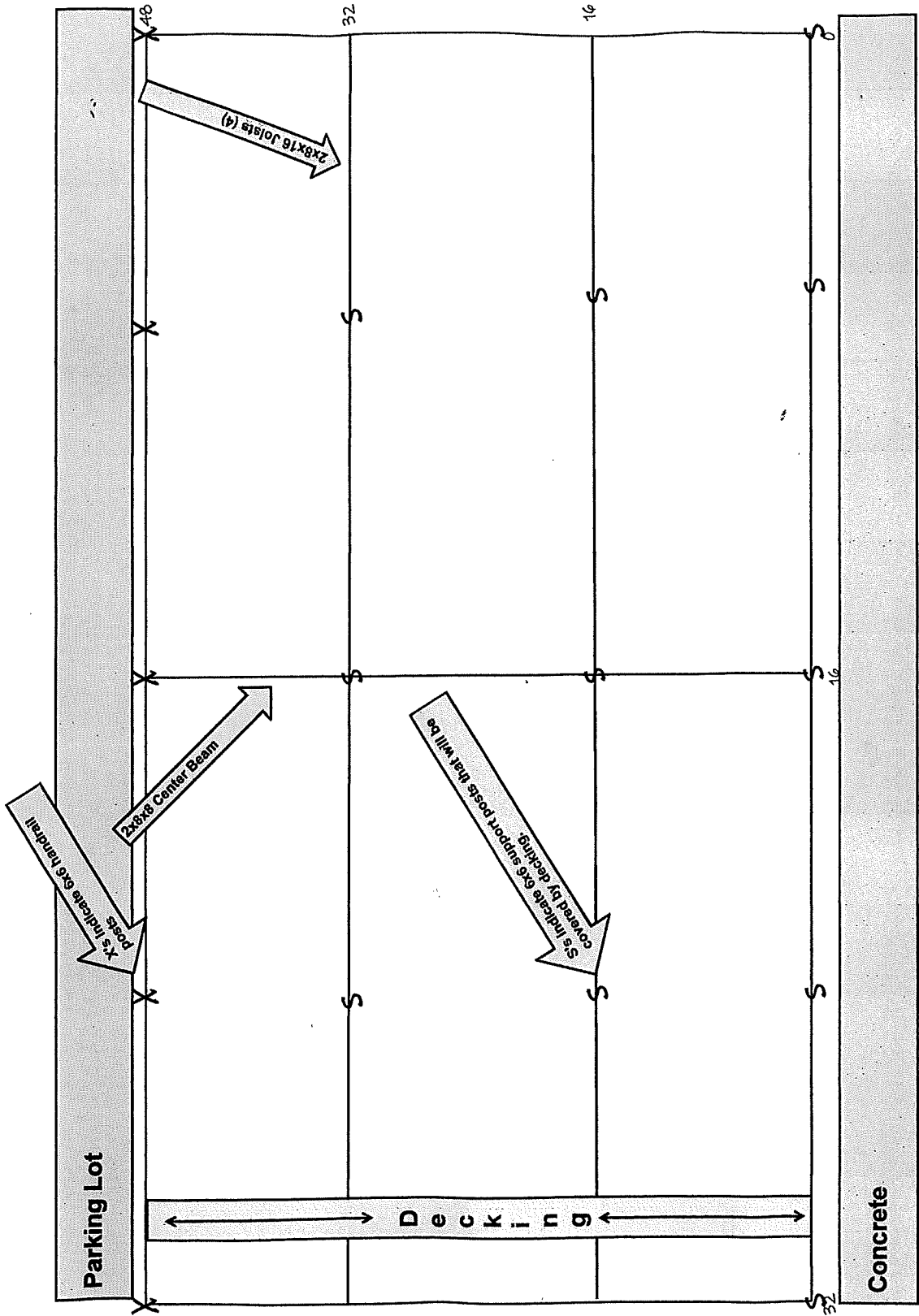
**2 cost estimates attached from Lebanon Block and Lowe's.

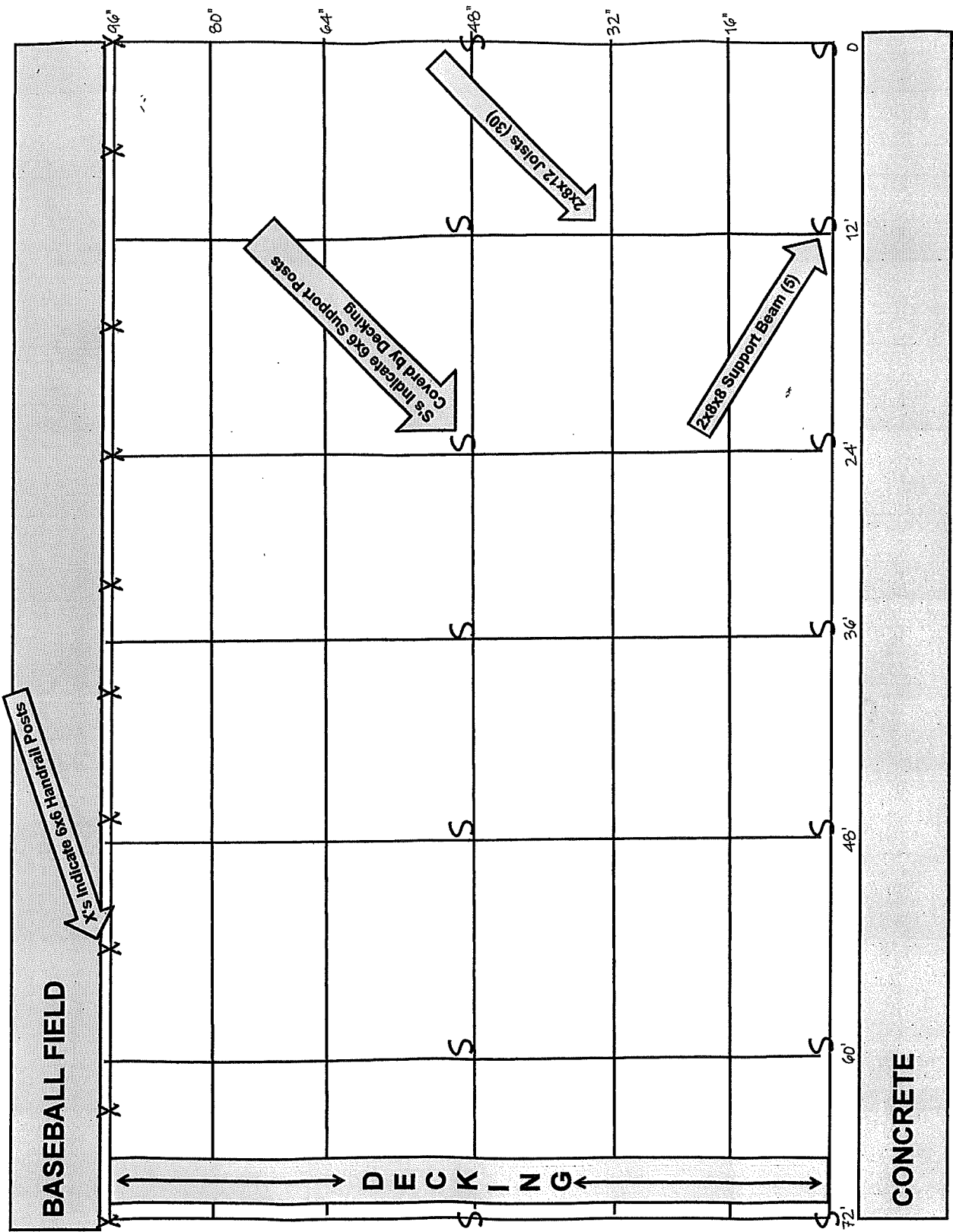
DECK INFORMATION:

- Small Portion of decking in front of bathrooms
 - 32' Long & 4' Wide

- Large portion of decking in front of concessions & bathrooms
 - 72' Long & 8' Wide

- Concrete walkway section
 - 52' Long & 28" Wide





RESOLUTION

BOARD OF SUPERVISORS

RUSSELL COUNTY

**RELATING TO THE SUPPORT OF THE VIRGINIA AMERICA 250
COMMISSION RECITALS:**

- A. The Board of Supervisors of Russell County is dedicated to the furtherance of economic development and tourism in Russell County.
- B. The Virginia America 250 Commission (VA250) was created in 2020 by the General Assembly for the purpose of preparing for commemorating the 250th anniversary of Virginia's participation in American independence
- C. VA250 has requested that each locality form a committee to aid in planning for the commemoration period.

WHEREAS, Russell County will form a local VA250 committee;

WHEREAS, the committee will coordinate programs occurring within the locality and communicate regularly with VA250;

WHEREAS, the Board of Supervisors wishes to undertake this endeavor with VA250 to promote and commemorate this important historic milestone.

NOW, THEREFORE, BE IT RESOLVED BY THE RUSSELL COUNTY BOARD OF SUPERVISORS:

- 1. The Board of Supervisors hereby desires to support the Virginia American 250 Commission and their efforts to commemorate the 250th anniversary of Virginia's participation in American independence.
- 2. Russell County will form a committee to aid in the planning for the commemoration period.

ADOPTED on the 3rd day of January, 2023

(SEAL)

Lou Ann Wallace

Chair of the Board of Supervisors

Lonzo Lester

County Administrator

Shiloh Lyttle
Tourism Coordinator/Director
Office Phone: (276)344-8504
Cell Phone: (276)880-5728
Email: shiloh.lyttle@russellcountyva.us



Russell County Tourism BOS Report December 2022

Events

December 5th: Lebanon Christmas Parade

December 6th: Cleveland Christmas Parade

December 10th: Lebanon Christmas Bike Night

December 10th: Western Front – Grinch Night

December 10th: Dante Christmas Parade

December 25th Christmas Day

December 31st: Russell County Red Carpet New Year's Eve

January 8th: Old Christmas – The Old Christmas will be a wonderful event for the county to feature the historic location at the Old Russell Courthouse and Dickson – Bundy Craft House. We plan on also having Shane and Melody from the YouTube channel RealAppalachia, come to feature the location (hopefully) on their YouTube channel. I encourage you to check out their page which has some wonderful content featuring some Russell County locations including Honaker and Dante. (Flyer Included)

ARPA Update

After a discussion with VTC and Tourism Advisory Committee, there was a decision made to utilize the funds to create an adventure guide for Russell County. The guides will be featuring outdoor recreation, family adventures, itineraries, and more highlighting our tourism assets. The adventure guides will be in a magazine format with attractive graphics.

Including the adventure guide, we have also decided to schedule with a local photographer to get some high-quality and definition photographs taken throughout the county to be included in our adventure guide and used in social & print media campaigns as well. I met with Preston Ball and received a quote from him. I have also met with Cory Parker from MountainCap Media, he specializes in drone footage, I am still waiting for a quote from him. I will also be reaching out to Billing Bowlings, to get a quote as well.

During this process, I have also researched pricing on magazine advertisements including Blue Ridge Outdoors, Visit Virginia, etc. to also add to our ARPA plan as well.

Shiloh Lyttle
Tourism Coordinator/Director
Office Phone: (276)344-8504
Cell Phone: (276)880-5728
Email: shiloh.lyttle@russellcountyva.us



Social Media & Webpage

Over the past month, we have had a strong presence on social media including Facebook, Instagram, & YouTube. I reached out to the Real Appalachia YouTubers, they are great locals to the region out of Honaker and Richlands they go around and represent historical locations throughout SWVA, Eastern Kentucky, Eastern Tennessee, & Southern West Virginia. I discussed with them about us sharing their videos on Russell County on our YouTube channel, as well as our other social media pages.

Facebook Data November 21st – December 18th

People Reached – 13,784

Post Engagements – 4,408

Page Likes – 39

Webpage

Page Visits Increased – averaging 101 visitors

Virginia – 64

Georgia – 7

New vs. Returning Visitors

99% - New

1% - Returning

Subcommittee Interest Meeting

The date is set for January 19th at 6 PM. The meeting is meant to share with interested community members the ongoings of tourism and opportunities to contribute to different areas of tourism within the county. One member of the Tourism Advisory Committee or Ex-Officio will serve as chair of the subcommittees, they will then be instructed to report any updates to the official committee at regular meetings.

Current Subcommittees (7)

Media Marketing, Agritourism, Outdoor Adventure, Events, Historic, Youth Engagement, and Fundraising/Grants

Shiloh Lyttle
Tourism Coordinator/Director
Office Phone: (276)344-8504
Cell Phone: (276)880-5728
Email: shiloh.lyttle@russellcountyva.us



Fish Virginia First

I was contacted by Cora Gnegy who works with Fish VA 1st, and I will be working with her to make sure our page and blogs on the page will be up to date. We will continue to make sure the website will feature the county, and how we get some more blog posts put together.

Hancock/Meade Mansion

The Hancock/Meade Mansion in Castlewood, VA has been worked on and developed into a Bed & Breakfast. The current owners are working on the developments. I have met with the owners, and I will be working with them on social media promotions and page development.

New Business Opening

Curklin's is in the Old Mill in Lebanon, VA. I will be reaching out to the owners for a partnership with Russell County Tourism.

Tourism Advisory Committee Meeting – January 17, 2022

TAC will have its next official meeting on January 17th, 2022

Shiloh Lyttle
Tourism Coordinator/Director
Office Phone: (276)344-8504
Cell Phone: (276)880-5728
Email: shiloh.lyttle@russellcountyva.us



RUSSELL COUNTY HISTORIC
SOCIETY PRESENTS

Old Christmas

Spend an afternoon in the past with stories and traditions of how Christmas used to be celebrated in the Appalachian Mountains by Appalachian Storyteller/Musician Ron Short. Refreshments to be served afterwards.

January 8, 2023, 2:00 pm
Old Russell County Courthouse
and Dickenson/Bundy Loghouse
24071 Hwy 58, Castlewood, VA 24224

RUSSELL COUNTY CONFERENCE CENTER

December 1, 2022

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

Date	Event	Event Type	Space
12/01/22	Veritas Bingo Fundraiser Jodi Campbell	Community Event	Full \$135
12/03/22	CWA Christmas Party Hannah Long	Individual Event	Full \$135
12/04/22	UMWA Christmas Dinner Betty Dingus	Individual Event	Full \$125
12/06/22	4-H Awards Banquet Ashley Clark	Community Event	Full \$0
12/07/22	Clinch River State Park Stakeholder Master Plan Meeting Scott Bowen	Individual Event	Full \$135
12/07/22	IDA Meeting Ernie McFadden	Individual Event	Full \$80

Date	Event	Event Type	Space
12/08/22	Social Service Christmas Dinner Will Jessee	Individual Event	Full \$135
12/10/22	Family Christmas Dinner Jimmie Perkins	Individual Event	Full \$125
12/12/22	Woodmen Life Christmas Party Bonnie McGlothlin	Individual Event	Full \$135
12/13/22	Russell County Cattleman Association Scott Jessee	Individual Event	Half \$135
12/14/22	WDB Christmas Dinner Pam Ratliff	Individual Event	Full \$190
12/15/22	Lebanon Christmas Spectacular Aaron Bostic	Community Event	Full \$125
12/16/22	UMWA Christmas Dinner Kelly Smith	Community Event	Full \$135
12/20/22	Russell County Farm Bureau Christmas Dinner Nova Wallace	Individual Event	Full \$210

Date	Event	Event Type	Space
12/23/22	Discovery Daycare Christmas Dinner Alyssa Potts	Individual Event	Full \$135
12/24/22	Family Christmas Dinner Barbara Altizer	Individual Event	Full \$125
12-29-22	50 th Birthday Party Kolby Thomas	Individual Event	Full \$125
12-30-22	Russell County Chamber of Commerce Angie Carpenter	Community Event	Full \$0
12-31-22	Russell County of Commerce Angie Carpenter	Community Event	Full \$0

(Total: \$2,570.00

- \$385.00

Final Total = \$ 2,185.00

THE RUSSELL COUNTY TRANSPORTATION AND SAFETY COMMISSION MET AT BONANZA RESTAURANT IN LEBANON VIRGINIA ON DECEMBER 13TH 2022. **NOTICE MEETING TIME HAS BEEN CHANGED BACK TO 600 PM**

MEMBERS & GUEST PRESENT

GARY DOTSON EUGENE FERGUSON BARBARA COX HENRY STINSON BILL WATSON
TONY MAXFIELD HENRY KINCER LINDA CROSS CARL RHEA JOHNNY JESSEE
TIM LOVELACE

GUARD RAILS CONTRACTOR BEHIND IN BRISTOL AREA

- 1-GUARD RAILS REPLACED AS DAMAGED
- 2-RT 80 DON STEVENS DR. GUARD RAIL DAMAGED BARTONS GARAGE SUBV.
- 3-RT 646 JOHN SIMS HILL NEED GUARD RAIL ¼ MILE FROM TOP OF THE HILL STARTING AT THE CURVE
- 4-TROUT POND ROAD NEEDS GUARD RAIL RECENT WRECK AND HISTORY OF SEVERAL WRECKS
- 5-COPPER RIDGE NEEDS A GUARD RAIL PLACED IN A CURVE NEAR HOUSE # 229
- 6-RT. 58 W AT QUARRY ROAD GUARD RAIL DAMAGED
- 7-RT. 19 N WAL-MART ENTERANCE GUARD RAIL DAMAGED
- 8-RT 82 CLEVELAND ROAD ¼ MILE PAST SPRING CITY GUARD RAIL END CAP MISSINGCAP
- 9-RT 19/80 WEST GUARD RAIL DAMAGED
- 10-RT 58 WEST AT HAWKINS MILL GUARD RAIL
- 11-RT 58 WEST GUARD RAIL DAMAGED NEAR MILE MARKER 67.4 IN A STEEPE CURVE
- 12- RT- 58 EAST GUARD RAIL DAMAGED NEAR MILE MARKER 67.4
- 13-RT 58 EAST SEVERAL SECTION OF GUARD RAIL DAMAGED NEAR MILE MARKER 62.4

ALL GUARD RAILS HAVE BEEN REVIEWED AND TURNED IN

SHOULDER REPAIR AND POT HOLE

- 1-RT 615 GRAVEL LICK BETWEEN GOLF ENTRANCE AND THE OLD TRASH DUMP ROAD SINKING WILL PATCH WHEN ASPHALT IS AVAILABLE
- 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 604-MOLLS CR. TREES HANGING OVER THE ROADWAY IN VARIOUS PLACES HINDERING TRACTOR TRAILER PASSAGE. **SCHEDULED TO BE TRIMMED**
- 4-RT 67 ABOVE THE BLOCK CHURCH IN THE NEXT CURVE ON THE SOUTH BOUND SIDE SHOULDER BREAKING OFF
- 5-RT 657/660 APPROXIMATELY 1000 FT FROM INTERSECTION ROAD BROKEN OFF NEAR GREEN VALLEY ESTATES. WILL SCHEDULE FOR REPAIRS

6-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. REMOVAL PENDING NEW CONTRACTOR

7-RT-623 BOSTIC HOLLOW OFF MILLER CREEK ROAD BREAKING OFF AT A DRAIN PIPE IN A CURVE

8RT 613 MOCCASIN VALLEY NEAR HOUSE 3951 ROAD BREAKING OFF. WILL INSTALL DEFLECTOR AND DELINATORS

9-RT 19 NORTH ON HUFFMAN HILL NEAR VICTORY BAPTIST CHURCH PASSING LANE SINKING
10RT 824 TUMBEZ HOLLOW ASK TO FINISH PAVING A SECTION THAT WAS MISSED ORGINALLY.

PLAN TO REBUILD IN 2024

11- RT678 UPPER COPPER CREEK HOUSE #111 LARGE TRUCKS AND EQUIPMENT BEING PARKED IN THE DITCH PREVENTING DRAINAGE TO FLOW TO THE DITCHLINE PIPE AND CAUSING WATER AND MUD TO BUILD UP AND FLOW OUT ONTO THE ROAD. THE DRIVEWAY ENTERANCE DOES NOT HAVE A PIPE THUS BLOCKING THE DITCHLINE FLOW

12-RT 613 /612 BRUSH BLOCKING VISION AT THE INTERSECTION

13RT 67 NEAR THE ELEMENTARY SCHOOL WATER COMING OFF GRAVEL DRIVEWAY INTO HIGHWAY

14-RT 19 NORTH NEAR SOULS HARBOR CHURCH ROAD SINKING. WILL MILL AND RESURFACE

15-RT 19 ROSEDALE DEAD TREE IN TOMMY SHRADERS YARD BLOCKING VIEW

16-RT 614 AT THE BLUFF NEEDS LINES PAINTED AND DEFLECTORS ROAD STAY FOGGY AND ICY OFTEN

17-RT- 82 NEEDS DEER CROSSING SIGN FIRST HOUSE ON THE RIGHT PAST GLADE HOLLOW

18-ARTRIP ROAD NEED TO REMOVE POSTED SIGNS OFF THE SWINGING BRIDGE

19-RT-67 NEAR PLASTERS FURNITURE LIMBS HANGING OVER THE ROAD

20-RT 658 A VEHICLE WRECKED IN THE DITCH CAUSING WATER TO RUN ONTO THE ROAD

21-RT 640/82 INTERSECTION COMING OFF RT.82 WEST ONTO 640 DIFFICULT TO SEE RIGHT SIDE OF PAVEMENT ESPECIALLY AT NIGHT

22-RT-640 NEEDS TWO CURVES SCALED BACK FIRST ONE APPROXIMATELY 1 ½ MILE FROM RT. 82 THE SECOND NEAR BILL HONAKER HOUSE

SCHOOL BUS SAFETY AND OTHER CONCERNS

1-RT 58 EAST AT COPPER CREEK ELEMENTARY NEEDS GUARD RAIL INSTALLED BETWEEN SCHOOL ENTERANCE ROAD AND THE HIGHWAY 58

1ITEMS REPORTED CORRECTED

FUTURE SUGGESTED 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 BD. SUPRV. TO REQUEST
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 A 45 MILE SPEED LIMIT TO TOP OF THE HILL CONTRACTOR TO 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. SMART SCALE PROJECT

5-ARTRIP RD. ½ MILE FROM CLEVELAND BRIDGE BANK NEEDS TO BE TAKEN OFF TO WIDEN ROADWAY. **WILL REVIEW WITH RESIDENCY TWO DIFFERENT PROPERTY OWNERS**

6-RT 667 CENTURY FARM RD. FIRST INTERSECTION NEEDS TO BE WIDENED HAVE HAD SEVERAL WRECKS

7-RT 651 HUBBARD TOWN ROAD INTERSECTION ONTO NEW GARDEN ROAD NEEDS TO BE WIDENED A BLIND SPOT IN THE CURVE

UNDERLINED AND BOLD COMMENTS FROM HENRY KINCER

COMMISSION MEMBER INFORMATION

BARBARA COX	971 1502	JOHNNY JESSEE	701 6780
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 JANUARY 10TH 2023 WE THANK ALL WHO ARE INVOLVED IN KEEPING OUR ROADWAYS SAFE AND OUR GUEST PARTICIPATION

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



Joshua Stinson
Russell County Building Official
Russell County Erosion & Sediment Inspector
137 Highland Drive Suite D
Lebanon, VA 24266

Mr. Lester,

On Dec 19, 2022 I performed an inspection on a property located at 219 Timber Scent Road, Dante, Virginia (Tax map id. 160RI12521). At first observation, the property is very accessible to the public. Some of the windows are removed and some are busted out.

I went around the property to the side and found an area that has been torn off and no evidence of the debris is visible. There is a significant amount of trash left in the areas that have been removed from the home.

At this time our office has no working permit for the site. I will be in contact with the owner to determine the final desired results of the owner.

There were reports of burning the debris, however at this time I cannot determine from the burn pile the contents of what has been burned. Brush is piled in the location at this time. Will follow up and inform you of anything further once I can get in contact with the owner.

I attached photos to the next page.

Josh Stinson
Russell County Building Official















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. **December 15, 2022 CPRWMA Board of Directors Roll Call for Quorum.**
- II. a) **Approval of Minutes of the November 21, 2022 meeting.....1**
 Motion: _____ Seconded: _____
- b) **Straw Poll on Insurance Release Form.....Attachment**
 Motion: _____ Seconded: _____
- III. **Administrative Business**
 - a) **Review CPRWMA Waste Stream Report November 2022.....4**
 - b) **Approval of the Treasurer's Report for the month of November 2022.....12**
 Motion: _____ Seconded: _____
 - c) **CPRWMA Attorney's Report for November 2022.....Report**
 - d) **Litter and Recycling Report.....Toby**
- IV. **Old Business**
 - **Executive Director's 2023 Health, Dental and Vision Policy.....Attachment**
- V. **New Business**
- VI. **Correspondence/Public Comment**
 -
- VII. **Guest.....Mr. Justin Rodda (WM) and Mr. Brandon Monroe (CEI)**
- VIII. **Adjournment and Next Meeting.**
 Chair or Vice Chair conducting the meeting: _____
 Motion: _____ Seconded: _____
 Minutes submitted by: Tim Hess and Sandra Honaker

137 Highland Drive / P. O. Box 386 Lebanon, VA 24266
Phone 276-833-5403 Email tobyedwards@bvu.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
November 21, 2022**

Members Present:

Ron Peters, Vice Chairman
Tim Hess, Secretary/Treasurer
Tim Lovelace
Jeff Cooper

Absent

Carl Rhea
Damon Rasnick

Others Present:

Toby Edwards, Director
R.J. Thornbury, Legal Counsel
Saundra Honaker, Finance Officer
Michael Shields, DC Solid Waste
Brandon Monroe, CEI Hauler
Ron Peters (2) brothers – Mike & Kevin

CALL TO ORDER: Vice-Chairman, Ron Peters, called the November 21, 2022, meeting of the Board of Directors to order at 5:35 PM in Lebanon, VA. The Pledge of Allegiance and prayer were given.

QUORUM: A quorum was established.

APPROVAL OF MINUTES: The minutes of the October 20, 2022, monthly meeting of the Board of Directors was presented for consideration. A motion was made by Tim Hess and seconded by Jeff Cooper to approve the minutes as presented. Motion was ratified, voting as follows:

Tim Hess – Aye

Ron Peters – Aye

Tim Lovelace – Aye

Jeff Cooper – Aye

ADMINISTRATIVE BUSINESS

WASTE STREAM REPORTS – October 2022: Toby Edwards reviewed the waste stream reports. Buchanan and Russell had a slight increase and Dickenson had a slight decrease.

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www.cprwma.com**



RECYCLED PAPER

TREASURER'S REPORT – October 2022: Tim Hess presented the CPRWMA Treasurer's Report, reporting the total cash balance was \$93,660.51 at the end of October. The expenses were a little high this month due to paying Waste Management for two months of fuel surcharges.

It was requested that a month-by-month expense report be included in the financial report. A motion to approve the report as presented was made by Jeff Cooper and seconded by Tim Lovelace. Motion was ratified, voting as follows:

Tim Hess– Aye

Tim Lovelace – Aye

Ron Peters – Aye

Jeff Cooper – Aye

CPRWMA ATTORNEY'S REPORT – October 2022 Attorney, Rebecca Thornbury, discussed issues related to extending transfer station hours. As permit holder the Authority is responsible for compliance with DEQ. Extending hours would entail DEQ approval, permit amendments, possible increase in financial assurance and all requirements imposed by law. It is likely the costs involved could outweigh the benefit. As an alternative, a convenience site could accept trash without such requirements and can be monitored by installed cameras. Some member counties currently utilize such convenience sites. Toby stated Dickenson County decided to operate a convenience site to accept trash on Saturdays.

LITTER AND RECYCLING REPORT: Buchanan County had a recycling event and MXI charged \$127 to service the event. Dickenson County litter officer has retired, and they are only going to have one litter officer, therefore, Toby offered to help in any way he can.

OLD BUSINESS

REQUEST FROM TRANSFER STATION EMPLOYEES: The transfer station employees had requested undershirts to wear during the winter since their shirts are short sleeved and they cannot wear a jacket as it would cover their name. Toby presented a proposal from Unifirst Uniforms, Inc. for supplying the shirts. A motion was made by Tim Lovelace and seconded by Jeff Cooper to purchase five (5) shirts for each employee at a total cost of \$944.55. Motion was ratified, voting as follows:

Tim Hess– Aye

Tim Lovelace – Aye

Ron Peters – Aye

Jeff Cooper – Aye

NEW BUSINESS

OFFICE LEASE WITH RUSSELL COUNTY IDA: The lease agreement for the Authority's current office location was presented and reviewed. Correction is necessary on Page 3 payment of utilities. A motion was made by Tim Hess and seconded by Jeff Cooper to approve the lease agreement with the addition of language on page 3 that clarifies water/sewage are paid by Landlord. Motion was ratified, voting as follows:

Tim Hess– Aye

Tim Lovelace – Aye

Ron Peters – Aye

Jeff Cooper – Aye

EXECUTIVE DIRECTOR'S 2023 HEALTH, DENTAL AND VISION POLICY: The Anthem policy is projected to be \$145.40 for the upcoming year. There was some discussion regarding whether another company could offer a policy with better deductible and coverage. A motion was made by Jeff Cooper and seconded by Ron Peters to accept the insurance quote. Motion was ratified, voting as follows:

Tim Hess- Aye	Tim Lovelace - Aye
Ron Peters - Aye	Jeff Cooper - Aye

CORRESPONDENCE/PUBLIC COMMENT

VIRGINIA DEQ LETTER ON 2022 FINANCIAL ASSURANCE: A letter was included in the agenda packet to affirm the DEQ CD requirements of \$44,249.96.

A motion was made by Tim Lovelace and seconded by Jeff Cooper to enter a closed meeting pursuant to Section 2.2-3711(A)(1) of the Code of Virginia to discuss personnel matters and that Toby Edwards and Saundra Honaker attend as they are deemed necessary and would aid the Board in their consideration. Motion was ratified, voting as follows:

Tim Hess- Aye	Tim Lovelace - Aye
Ron Peters - Aye	Jeff Cooper - Aye

A motion was made to reconvene in open session by Jeff Cooper and seconded by Tim Lovelace. Motion was ratified, voting as follows:

Tim Hess- Aye	Tim Lovelace - Aye
Ron Peters - Aye	Jeff Cooper - Aye

Motion was made by Tim Hess and seconded by Tim Lovelace that the Board certifies that only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed session were heard, discussed, or considered during the closed session pursuant to Section 2.2-3712 of the Code of Virginia. Motion was ratified, roll call voting as follows:

Tim Hess- Aye	Tim Lovelace - Aye
Ron Peters - Aye	Jeff Cooper - Aye

A motion was made by Tim Lovelace and seconded by Jeff Cooper to give Christmas Bonus to Executive Director in the amount of \$1,250 and to Financial Officer in the amount of \$400. Motion was ratified, roll call voting as follows:

Tim Hess- Aye	Tim Lovelace - Aye
Ron Peters - Aye	Jeff Cooper - Aye

Dickenson County has two vehicles that have been taken out of service that were originally provided to them by the CPRWMA. The Board was asked if it wants the vehicles back. A motion was made by Jeff Cooper and seconded by Tim Hess that Dickenson County keep and surplus both vehicles. Motion was ratified, voting as follows:

Tim Hess- Aye	Tim Lovelace - Aye
Ron Peters - Abstain	Jeff Cooper - Aye

GUEST

Brandon Monroe with CEI said that CEI and Waste Management have been working on figures for their upcoming contract proposal that expires in October, 2023. Both will be ready for a presentation at the December meeting.

ADJOURNMENT AND NEXT MEETING

A motion was made by Tim Hess and seconded by Tim Lovelace to have at the next meeting on Thursday, December 15, 2022, at 5:30 PM at Bonanza in Lebanon, VA and to adjourn meeting at 7:05 PM. Motion was ratified, voting as follows:

Tim Hess- Aye

Tim Lovelace - Aye

Ron Peters - Aye

Jeff Cooper - Aye

Secretary/Treasurer

Date

tobyedwards@bvu.net

From: Tim Lovelace <tlovelace@russell.k12.va.us>
Sent: Monday, December 5, 2022 11:30 AM
To: tobyedwards@bvu.net
Subject: Re: Buchanan County Entrance Door

Yay.

Thanks,

Tim

Sent from my iPhone

On Dec 5, 2022, at 11:25 AM, tobyedwards@bvu.net wrote:

Dear CPRWMA Board of Directors,

I am writing you in regards to the accident that occurred on 10/20/2022 at our Buchanan County Transfer Station. One of Gardner Construction Company's trucks had his bed up dumping debris onto the floor. Rather than lowering his bed down before exiting the building he proceeded to go out the door tearing down the big door. See attached photos of the damage.

Cincinnati Insurance Company who represents Gardner, Inc. and I have been working with our Door Company to determine the cost of repairing it. Overhead Doors, Inc. has submitted a quote for \$65,530.30 to replace the Door, Header Beam, Equipment and Electrical will be done by Alderson Contractors. Cincinnati Insurance Company has agreed to pay this and will write a check to the Authority in the amount of \$65,530.30. Once Overhead Doors completes its work, the Authority will pay Overhead Doors.

I am requesting a Straw Poll from the Board of Directors to Authorize me to sign the Release of Damage form so that Cincinnati Insurance can send us the check. Please note that Rebecca has been in the loop and has given her approval of the release form.

I simply need a Yay or Nay from each of you. Please only reply to me with your responses.

Thanks,

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

tobyedwards@bvu.net

From: tim hess <timwhess@hotmail.com>
Sent: Monday, December 5, 2022 11:30 AM
To: tobyedwards@bvu.net
Subject: Re: Buchanan County Entrance Door

Yay

Sent from my Verizon, Samsung Galaxy smartphone
[Get Outlook for Android](#)

From: tobyedwards@bvu.net <tobyedwards@bvu.net>
Sent: Monday, December 5, 2022 11:25:14 AM
To: 'carl.rhea' <carl.rhea@russellcountyva.us>; rpeters@dickensonva.org <rpeters@dickensonva.org>; 'tim hess' <timwhess@hotmail.com>; Tim Lovelace <tlovelace@russell.k12.va.us>; 'Damon Rasnick' <drasnick51@hotmail.com>; jscooper@dgoc.com <jscooper@dgoc.com>
Cc: 'R Thornbury' <rjtjlo@gmail.com>; Sandra Honaker <honaker76@gmail.com>; Craig Horn <craig.horn@buchanancounty-va.gov>
Subject: Buchanan County Entrance Door

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tobyedwards@bvum.net

From: Carl Rhea <carl.rhea@russellcountyva.us>
Sent: Monday, December 5, 2022 11:41 AM
To: Toby Edwards
Subject: Re: Buchanan County Entrance Door

Yes

On Mon, Dec 5, 2022, 11:25 AM <tobyedwards@bvum.net> wrote:

Dear CPRWMA Board of Directors,

I am writing you in regards to the accident that occurred on 10/20/2022 at our Buchanan County Transfer Station. One of Gardner Construction Company's trucks had his bed up dumping debris onto the floor. Rather than lowering his bed down before exiting the building he proceeded to go out the door tearing down the big door. See attached photos of the damage.

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I simply need a Yay or Nay from each of you. Please only reply to me with your responses.

Thanks,

Toby F. Edwards, MsED

Executive Director

Cumberland Plateau Regional Waste Management Authority

tobyedwards@bvu.net

From: Damon Rasnick <drasnick51@hotmail.com>
Sent: Monday, December 5, 2022 11:49 AM
To: tobyedwards@bvu.net
Subject: Re: Buchanan County Entrance Door

Yea

Damon

From: tobyedwards@bvu.net <tobyedwards@bvu.net>
Sent: Monday, December 5, 2022 11:25 AM
To: 'carl.rhea' <carl.rhea@russellcountyva.us>; rpeters@dickensonva.org <rpeters@dickensonva.org>; 'tim hess' <timwhess@hotmail.com>; Tim Lovelace <tlovelace@russell.k12.va.us>; 'Damon Rasnick' <drasnick51@hotmail.com>; jscooper@dgoc.com <jscooper@dgoc.com>
Cc: 'R Thornbury' <rjtjlo@gmail.com>; Sandra Honaker <honaker76@gmail.com>; Craig Horn <craig.horn@buchanancounty-va.gov>
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tobyedwards@bvu.net

From: Jeff Cooper <jscooper@dgoc.com>
Sent: Monday, December 5, 2022 12:10 PM
To: tobyedwards@bvu.net
Subject: RE: Buchanan County Entrance Door

yes

From: tobyedwards@bvu.net <tobyedwards@bvu.net>
Sent: Monday, December 5, 2022 11:25 AM
To: 'carl.rhea' <carl.rhea@russellcountyva.us>; rpeters@dickensonva.org; 'tim hess' <timwhess@hotmail.com>; Tim Lovelace <tlovelace@russell.k12.va.us>; 'Damon Rasnick' <drasnick51@hotmail.com>; Jeff Cooper <jscooper@dgoc.com>
Cc: 'R Thornbury' <rjtjlo@gmail.com>; Saundra Honaker <honaker76@gmail.com>; Craig Horn <craig.horn@buchanancounty-va.gov>
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tobyedwards@bvuu.net

From: rpeters@dickensonva.org
Sent: Monday, December 5, 2022 1:20 PM
To: tobyedwards@bvuu.net
Subject: Re: Buchanan County Entrance Door

Yay

Sent from my iPhone

On Dec 5, 2022, at 11:25 AM, tobyedwards@bvuu.net wrote:

Dear CPRWMA Board of Directors,

I am writing you in regards to the accident that occurred on 10/20/2022 at our Buchanan County Transfer Station. One of Gardner Construction Company's trucks had his bed up dumping debris onto the floor. Rather than lowering his bed down before exiting the building he proceeded to go out the door tearing down the big door. See attached photos of the damage.

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<vmacocss05_1339139961370-1-IMG_2526.jpg>
<vmatxsls06_1337036672770-1-IMG_2521.jpg>



The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ■ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

RELEASE FOR PROPERTY DAMAGE

In consideration of the payment to me of Sixty Five Thousand Five Hundred Thirty and 30/100
Dollars (\$ 65,530.30), by or on behalf of Payer, the receipt of which is hereby acknowledged, I
Cumberland Plateau Regional Waste Management Authority do hereby release and forever discharge the said Payer from all
liability for damages to any and all property resulting from an accident, casualty or event occurring on or about the
20th day of October, 2022, at or near Lebanon, VA.

It is understood and agreed that the settlement amount shown above includes any and all interest, including
interest that is or could be due and owing after the date of the settlement agreement. However, if the undersigned
or his representative does not receive payment within 30 days of the receipt of a signed and dated release
by Cincinnati Insurance Company, the undersigned shall be entitled to receive interest at a rate of ten percent (10%)
per annum beginning the 31st day after this release is received by Cincinnati Insurance Company.

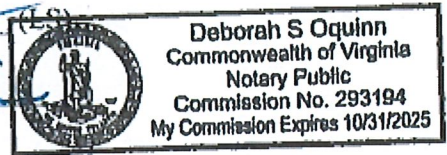
Witness my hand and seal this 5th day of December, 2022

Signed: John A. Edwards

Witness: Deborah S. Quinn

Address: 135 Highland Drive Suite C

Lebanon, VA 24260



It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

tobyedwards@bvunet

From: Ray Letterman <rletterman@wmstrimble.com>
Sent: Friday, December 2, 2022 9:43 AM
To: tobyedwards@bvunet
Cc: plight@rvcs.com
Subject: BUCHANAN CO TRANSFER STATION
Attachments: Contract q8498.pdf

Mr. Light,

Per our phone conversation I did agree on giving some discount on the Door/Motor , Jamb and Sheeting on the Building, this included the emergency service. It did not include the electrical other than we would hook the power to the motor after a electrician repaired the electrical damage and it also did not include the cost of the Tele-Handler (Sky Track Forklift)

The Total for all listed on the Proposal was \$60,913.00 plus, Emergency Service ,Lift Fee and Delivery \$4,770.. That would total \$65,683.00 Less the discount \$3,511.00 = ~~\$62,172.00~~ Plus Tele-Handler delivery and rental and the cost of the Electrical damage this cost is by others. I will attach a quote i received for the rental and delivery, I do not have any informati

Thank you

...

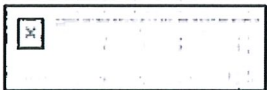
Ray Letterman
Product Technical Sales
Overhead Door Company of Johnson City
A Division of WM.S. Trimble Co., Inc
3056 Boones Creek Rd.
Johnson City, TN. 37615
Phone: 423-282-9191
Fax: 423-282-3606
Cell: 423-444-2348
E-Mail: rletterman@wmstrimble.com
Web site: www.garagedoorjohnsoncity.com

Isaiah 4

62,172 - Door ✓
+ 2,300 - telehandler

64,472
+ 1,000 - Elec

65,472



Leave us a review Go to: [\[GarageDoorJohnsonCity.com/review\]](https://www.GarageDoorJohnsonCity.com/review) GarageDoorJohnsonCity.com/review
Click SUBMIT A GOOGLE REVIEW button



East Tenn Rent-Alls

3711 Bristol Hwy.
Johnson City, TN 37601
www.etra.biz

423-282-3221 Phone
423-283-4149 Fax

Status: Quote
Quote #: q8498-1

Quote To: Wed 12/21/2022 9:00AM

Operator: LONDON B.
Terms: On Account

Customer #: 1052

WM S. TRIMBLE COMPANY INC. Phone 423-282-9191
P.O. BOX 154
KNOXVILLE, TN 37901

Qty	Key	Items	Part#	Status	Quote Date	Price
1	5745	36' TELESCOPIC FORKLIFT 4 HRS-1/2DAY**9.0 HRS-1DAY**63 HRS-1 WK.**252 HRS-1MONTH CAUTION: MACHINE IS NOT MADE TO TRAVEL MORE THAN A MILE ON THE ROAD, THE TRANSMISSION NEEDS TO REST.		Rental	Wed 12/28/2022 9:00AM	\$1,100.00
1	DEL-VA	DELIVERY, VIRGINIA (NO TAX) PLEASE NOTE *****IMPORTANT***** YOU MUST CALL FOR PICKUP OF THIS ITEM		Delivery		\$1,200.00

Delivery Wed 12/21/2022 9:00AM

1912 BUCHANSAHIRE RD
Raven, VA 24639

Quote valid for 30 days.

Rental:	\$1,100.00
Delivery Charge:	\$1,200.00
Subtotal:	\$2,300.00
Sales Tax- VA:	\$58.30
Total:	\$2,358.30
Paid:	\$0.00
Amount Due:	\$2,358.30

Signature: _____
WM S. TRIMBLE COMPANY INC.

PROPOSAL

ALDERSON CONSTRUCTION

State Lic No. 2705-016280

P.O. Box 824

Lebanon, Virginia 24266

~~(540) 276-7478~~

276-623-7478

PROPOSAL SUBMITTED TO Cumberland Waste Management	PHONE 276-883-5403	DATE 11-14-22
STREET 135 Highland Drive	JOB NAME Buch Co Door Repair	
CITY, STATE AND ZIP CODE Suite C	JOB LOCATION Oakwood, VA	
ARCHITECT	DATE OF PLANS	JOB PHONE 276-498-4403

We hereby submit specifications and estimates for:

Repair wiring & wire up.

garage door motor

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

One thousand & 00/100 dollars (\$ 1,000.⁰⁰/₁₀₀)

Payment to be made as follows: full at completion of job.

Cash Upon Completion Unless Otherwise Stated. If terms, on any unpaid balance going beyond 30 days there will be a 1 1/2% service charge added to the bill and if placed in the hands of an attorney for collection, reasonable attorney's fees will be taxed against the purchaser of said materials.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Phillip Alderson Note: This Proposal may be withdrawn by us if not accepted within 90 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature _____

Signature _____

**Cumberland Plateau Regional
Check Register**

For the Period From Nov 1, 2022 to Nov 30, 2022

Filter Criteria Includes: Report order is by Check Number.

Check #	Date	Payee	Amount
	11/1/22	TAG Resources, LLC	43.31 Employee 401k
	11/7/22	Anthem HealthKeepers, Inc.	525.94 Toby's Health/Dental/Vision
	11/7/22	First Bank & Trust	22.00 Stop Payment Fee
	11/15/22	TAG Resources, LLC	257.25 Employee 401k
12.25.22	11/30/22	TAG Resources, LLC	367.47 Employee 401k
12.27.22	11/30/22	United States Treasury	1,853.74 Fed Withholding
13999	11/30/22	VA Dept of Taxation	303.79 State Withholding
	11/2/22	NXTGen Mobile Welding Services, LLC	1,255.00 BC Sta Maint \$980 RC Loader Maint \$275
14000	11/2/22	Crystal Springs	38.18 RC Supplies
14001	11/2/22	Central Scale, Inc.	1,945.00 DC Sta Maint
14002(on-line)	11/2/22	Point Broadband	87.84 RC Phone
14003(on-line)	11/2/22	Point Broadband	85.28 DC Phone
14004(on-line)	11/2/22	Appalachian Power Company	176.89 RC Electric
14005(on-line)	11/2/22	Point Broadband	89.77 Office Phone
14006(on-line)	11/2/22	IGO Technology	99.85 BC Internet
14007On-line)	11/2/22	Caterpillar Financial Services Corp	6,798.15 Note payment
14008	11/21/22	Dickenson Co Public Service Authority	46.48 DC Utility
14009	11/21/22	Ridgeview DellMart 2	200.00 Board Meeting 10-20-22
14010	11/21/22	Card Services Center	14.95 Web Hosting
14011	11/21/22	WM Corporate Services, Inc.	79,019.50 BC Tipping/Haul Oct/22
14012	11/21/22	WM Corporate Services, Inc.	43,811.05 DC Tipping/Haul Oct/22
14013	11/21/22	WM Corporate Services, Inc.	54,842.50 RC Tipping/Haul Oct/22
14014	11/21/22	MXI Environmental Services, LLC	127.70 BC Other Disposal
14015	11/21/22	Verizon	82.71 BC Phone
14016	11/21/22	Verizon	36.67 RC Phone
14017(on-line)	11/21/22	Appalachian Power Company	377.98 DC Electric
14018(on-line)	11/21/22	Appalachian Power Company	397.45 BC Electric
14019(on-line)	11/21/22	Appalachian Power Company	278.80 RC Electric
14020(on-line)	11/21/22	Appalachian Power Company	105.65 RC Electric
14021	11/21/22	Justice Law Office	1,636.13 Legal Oct/22
14022	11/21/22	Cox Security Services	323.81 BC/DC/RC Security \$107.87 ea.
14023	11/21/22	Unifirst Corporation	609.61 Uniforms Oct/22
14024	11/21/22	Innovative Technology Solutions	225.00 IT Support
14025	11/21/22	First Bank & Trust	1,300.75 Bank Payment
14026	11/21/22	Industrial Development Authority	200.00 Office Rent Dec/22
14027	11/21/22	Honaker Solutions, LLC	840.00 Accounting Nov/22
14028	11/21/22	Freedom Ford of Claypool Hill LLC	219.85 Vehicle Maintenance
14028	11/21/22	Lighthouse Supply Co.	712.00 DC Sta Maint
14030	11/21/22	Pest Control Plus, Inc.	120.00 BC/DC/RC Pest \$40 ea
14031	11/21/22	IEH Auto Parts LLC	85.82 BC Fuel
14032	11/21/22	Saf-Gard Safety Shoe Company	164.99 RC Boots
14033	11/21/22	Carter Machinery Company, Inc.	666.12 RC Equip Maint
14034	11/21/22	Northern Tool & Equipment	749.43 RC Supplies \$137.93 DC Equip Maint \$611.50
14035(on-line)	11/21/22	Point Broadband	85.71 DC Phone
14036(on-line)	11/21/22	Point Broadband	89.83 Office Phone
14037(on-line)	11/21/22	Point Broadband	87.32 RC Phone
PR11122	11/1/22	Toby F. Edwards	500.00 Toby HSA/Insurance Supplement
PR11122	11/1/22	Ronald E. Peters	184.70 Director's Compensation
PR11122	11/1/22	Damon Rashnick	184.70 Director's Compensation
PR11122	11/1/22	Tim Lovelace	184.70 Director's Compensation
PR11122	11/1/22	Carl Rhea	184.70 Director's Compensation
PR11122	11/1/22	Jeffery S. Cooper	184.70 Director's Compensation
PR11122	11/1/22	Timothy W. Hess	184.70 Director's Compensation
PR111622	11/15/22	Toby F. Edwards	2,618.90 Toby's Salary 1st Half
PR112222	11/22/22	Toby F. Edwards	1,250.00 Toby's Christmas
PR113022	11/30/22	Toby F. Edwards	2,646.46 Toby's Salary 2nd Half
Total			<u>209,530.83</u>

14

CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY
 FY 2022-23 - OPERATING BUDGET & EXPENSE REPORT

	July-22	Aug-22	Sept-22	Oct-22	Nov-22	Exp. thru 11/20/2022	FY 2022-23 Budget
Direct Expenses:							
Transport/Disposal	165,237.60	164,948.93	-	412,012.75	177,673.05	920,872.33	1,500,900.00
Tire Recycling	0.00						10,000.00
HHW Event	0.00						12,000.00
Other Reimbursed Expenses:	165,237.60	164,948.93	-	432,237.75	177,673.05	920,872.33	1,522,900.00
Overhead Expenses:							
Deer Services - Loaders	6,798.15	6,798.15	6,798.15	6,798.15	6,798.15	33,590.75	81,577.32
Other Disposal						127.78	2,000.00
Utilities:							
Buchanan	316.61	569.26	51.10	282.98	397.45	1,617.99	6,000.00
Dickinson	349.19	357.93	347.47	326.75	424.46	1,845.80	5,000.00
Russell	174.95	240.20	240.89	81.94	567.94	1,299.22	6,000.00
Supplies:							
Buchanan	131.73	117.81		88.13		337.73	2,500.00
Dickinson	131.73	142.72				274.51	2,500.00
Russell	101.97	213.05	54.02	283.79	341.10	994.33	2,500.00
Post:							
Buchanan	24.45	2,722.48	64.32	3,644.80	85.82	6,541.98	8,000.00
Dickinson		1,879.16		1,101.50		1,989.66	5,500.00
Russell		2,618.87		2,696.90		5,315.77	9,000.00
Telephone:							
Buchanan	191.61	283.28	86.81	390.38	290.59	1,242.66	2,340.63
Dickinson	208.84	89.87	193.84	193.84	278.96	767.51	1,940.63
Russell	327.90	117.17	132.17	144.63	319.79	1,081.57	2,840.79
Station Maintenance/Improvements:							
Buchanan	4,487.82	33,087.20	40.00	40.00	1,020.00	38,545.02	30,000.00
Dickinson	7,464.82	6,883.35	14,540.00	40.00	2,697.00	31,500.17	30,000.00
Russell	22,917.29	2,587.50	40.00	40.00	40.00	14,594.79	30,000.00
Loader/Equip Maintenance:							
Buchanan	242.14	7,776.40	6,190.29	1,081.54	611.50	14,158.83	16,000.00
Dickinson		8,476.86	4,562.52	1,081.54	611.50	14,732.42	16,000.00
Russell	3,746.00	2,490.12		2,593.10	941.12	20,760.94	16,000.00
Transfer Station Permits and Management:							
Station Permits			20,211.00			20,211.00	24,000.00
VACO Insurance	14,243.00	7,963.70	7,150.26	102.00	10,183.26	14,345.00	20,000.00
Management & Fringe	7,963.70	840.00	840.00	840.00	840.00	4,200.00	9,000.00
Franchise Manager	840.00	575.00	1,230.43	2,381.18	1,636.13	6,717.76	12,000.00
Legal	858.00	958.00	1,340.00	90.00	239.55	4,176.76	4,000.00
IT Support	3,288.75	590.45	200.00	290.45	401.61	1,940.94	5,000.00
Office Items/Invent/Cool/Office Supplies	438.04	1,291.80	1,291.80	1,291.80	1,291.80	6,243.70	18,100.00
Contractors Comp & P/T Tax	1,076.50	572.87	37.50	96.23	200.00	2,857.76	3,000.00
Professional Fees (Audit)	203.86						
Travel	89.55						
Supplies:							
Office/Invent	285.71	1,534.62	145.50	129.53	219.26	2,306.12	4,000.00
Vehicle Expenses	490.72	536.46	629.87	583.72	691.62	2,860.38	4,000.00
Uniforms/Permits	900.00					900.00	2,000.00
Advertising							
Project - The Shaver	1,300.75	1,300.75	1,300.75	1,300.75	1,300.75	6,503.75	20,000.00
Reserves/Equity/							
Emergency Fund	78,857.34	93,406.53	67,625.28	35,667.84	31,857.78	307,434.81	2,000.00
OVERHEAD SUBTOTAL							
	78,857.34	93,406.53	67,625.28	35,667.84	31,857.78	307,434.81	499,900.00
TOTAL EXPENSES	\$ 244,094.99	\$ 230,355.46	\$ 67,625.28	\$ 467,926.59	\$ 209,530.43	\$ 1,228,307.14	\$ 2,022,000.00

**Overhead Rates per County

Total Budget July 1, 2022
13,806.11

*Management Breakdown:	
Toby Heath	1916.26
Toby Salary	34,075.50
401K Cont/Contribution	275.63
Taxes	2,986.63
FSA	
Director's Conto & Taxes	41374.62
Salary	5800
Taxes	443.7
Office Breakdown:	
Phone/Int	463.95
Rent	1,000.00
Postage	303
Office Sup	1512.58
Bank Charge	22.00
	1940.54

15

tobyedwards@bvu.net

From: Ernest McFaddin <lemcfaddin@gmail.com>
Sent: Thursday, November 3, 2022 4:20 PM
To: tobyedwards
Subject: Fwd: toby Edwards
Attachments: Tobycomplete.pdf

----- Forwarded message -----

From: <regina@mcfaddinassoc.com>
Date: Thu, Nov 3, 2022 at 3:29 PM
Subject: toby Edwards
To: Ernest McFaddin <lemcfaddin@gmail.com>

Please find attached the quote for the renewal of Toby's health /dental and vision insurance for 2023.

2022 received \$731 subsidy. Health was \$370.32. Dental was \$133.06 and Vision was \$22.02.

2023 it projects a subsidy of \$556.00 and the health will be \$476.54. Dental \$150.30 and Vision \$43.96*

* The Dental and Vision may be less than this estimate, this is worst case senario



Producer: McFaddin, Ernest
NPN: 3045053

Edwards, Toby
Record Type : Quote
Effective Date : 01/01/2023
Last Updated: 11/03/22
Census: M 48 NT, F 13 NT, M 10 NT
Quote ID: 6990922

APPLICANT INFORMATION:

Subscriber:	Edwards, Toby	DOB:	07/30/1974	Gender:	Male
State:	VA	County:	N/A	Zip Code:	N/A
Email:	tobyedwards@bvuu.net	Primary Phone:	N/A	Tobacco:	No
Other:	Edwards, Madeline	DOB:	07/07/2009	Gender:	Female
Tobacco:	No				
Other:	Edwards, Mason	DOB:	05/15/2012	Gender:	Male
Tobacco:	No				

SUBSIDY INFORMATION:

Household Size: 3 Household Income: \$78,000.00 Est. APTC: \$555.00

ESTIMATED ELIGIBILITY:

Edwards, Toby May be eligible to purchase a plan on the Federal Marketplace
Edwards, Madeline May be eligible to purchase a plan on the Federal Marketplace
Edwards, Mason May be eligible to purchase a plan on the Federal Marketplace

SELECTED PLANS:

Line Of Coverage:	Medical	Insurance Co:	Healthkeepers, Inc.	Plan Elected:	Anthem HealthKeepers Gold X 1800
Effective Date:	01/01/2023	Rating Area:	VA005	Component ID:	88380VA0720033
Est. Monthly Cost:	\$1,032.54	Network:	N/A	Rx Formulary:	<u>Lookup Rx</u>
Estimated Net Premium:	\$477.54				
Line Of Coverage:	Denial	Insurance Co:	Renaissance Life & Health Insurance Company of America	Plan Elected:	Max Choice Plus Rating Area 3
Effective Date:	01/01/2023	Rating Area:	VA005	Component ID:	960MAXPLUS05 3
Est. Monthly Cost:	\$150.30	Network:	PPO 3	Rx Formulary:	N/A
Estimated Net Premium:	\$150.30				
Line Of Coverage:	Vision	Insurance Co:	VSP	Plan Elected:	Option 2 (Silver 12/12/24)
Effective Date:	01/01/2023	Rating Area:	VA005	Component ID:	MHR121224AL150

SELECTED PLANS:

Est. Monthly Cost:

\$43.96

Network:

VSP Choice

Rx Formulary:

N/A

Estimated Net Premium:

\$43.96

BROKER INFORMATION:

Agency:

McFaddin & Associates

Producer:

McFaddin, Ernest

Sub Producer:

N/A

Email:

emcfaddin@mcfaddinassoc.com

Phone 1:

(276) 873-5600

Phone 2:

N/A



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

Travis A. Voyles
Acting Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus
Director
(804) 698-4020

November 16, 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 updated closure cost estimates and the Truist Bank 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, 9VAC20-70 and the Authority has met its financial assurance demonstration requirement until October 9, 2023.

The Authority's facilities have approved 2022 closure cost estimates totaling \$43,455 (\$14,485 for each permit) and financial assurance for \$44,249.96 in the form of a Certificate of Deposit. No further information or submittals are requested at this time. In the event the technical cost estimates increase before the next review date of October 9, 2023, the Authority may be required to increase the amount of financial assurance. Please note the Authority must update the closure cost estimates annually for inflation and submit the increased financial assurance amount to the Department. You may call the Office of Financial Responsibility and Waste Programs at (804) 659-1533 sixty days prior to the review date to obtain the 2023

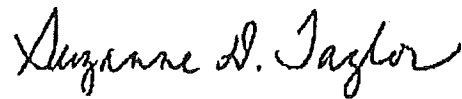
Mr. Toby F. Edwards
Page 2
November 16, 2022

inflation factor. The Company's financial assurance anniversary date is October 9 for the three permits.

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

Reimagining every moment of health

Building simpler, smarter, and more cost-effective plans

Proposal Packet

for Cumberland Plateau Waste Water Management

Your Agent/Broker
LUTHER MCFADDIN

CHOICE FINANCIAL GROUP LLC

Quote #: 00851117

Effective Date: February 1, 2023

Group State: VA

SIC Code: 9511

Zip Code: 24266

County: RUSSELL



Anthem HealthKeepers
Offered by HealthKeepers, Inc.

Life and Disability products are underwritten by Anthem Life Insurance Company, HealthKeepers, Inc., an independent licensee of the Blue Cross and Blue Shield Association, services all of Virginia except for the City of Fairfax, the Town of Herndon, and the area east of State Route 123. Anthem is a registered trademark of Anthem Insurance Companies, Inc.
L30032425VA 01/07/22



Healthcare reimaged: building confidence in care

At Anthem, we want your employees to feel confident in their healthcare, with seamless connections to the support they need. Through caring solutions and nationwide access, we will help them find the right care — and help you find the right plan for your business and budget.

The confidence of support

Our digital tools empower employees to take control of their health, in the ways that best fit their lives.



SydneySM Health

Sydney Health helps employees manage all of their benefits at their fingertips:

- Access a digital ID card and check costs before seeing a doctor
- Use interactive chat to navigate care
- Find deductible and copay information
- Locate a doctor for unique needs with Personalized Match



Virtual care

We're enabling 24/7, on-demand doctor visits using a mobile app or computer:

- Access routine or primary care by chat or video
- Select from a range of doctors and therapists
- Visit a doctor online for as low as \$0 to \$5 depending on the health plan¹

The confidence of whole-health care

Anthem Whole Health Connection[®]

By combining all aspects of coverage — medical, behavioral health, pharmacy, and specialty — doctors can see the whole picture for simpler, smarter, and more cost-effective care.



▶ **Ease of administration**

- Bill ID card
- Website/mobile app
- Client management team



Anthem Health Guide

Caring health guides use smart technology to anticipate your employees' needs and connect them to personalized solutions.

The confidence of access

We're ready to serve your employees with a broad preferred provider organization (PPO) network through the Blue Cross Blue Shield Association's BlueCard program.

Our national network includes:²



Local and national experience: an unmatched network to meet local needs on a national scale



OR



are within Anthem-affiliated health plans

Reimagining what is possible

Anthem will empower you and your employees with the confidence to face today's critical healthcare challenges. As your trusted partner, we will help you simplify benefits, manage costs, and improve employee satisfaction — every step of the way.

1. Some plans may require a co-payment to meet before cost share is met. See plan guide for details.
2. Blue Cross Blue Shield Association website. Blue Cross Blue Shield System (accessed May 2021). bcs.com
Sydney Health is offered through an arrangement with Oracle Health Platform, a separate company offering mobile applications in support of your health plan. ©2021 Anthem.



Key highlights

Employee Name	Employee age	Spouse age	Child age	Medical plans	Dental plans	Vision plans
Edward Edwards	48			Coverage type	Coverage type	Coverage type
John Edwards		10				
Jefine Edwards		13				

TOTAL EMPLOYEES 1 1

NOTE: Please refer to the 'Download Quote in Excel' link to view the proposed monthly premium by employee.



Anthem HealthKeepers Platinum OAPOS
250/10%/3000
HealthKeepers

Contract code	6SHD
Deductible (Individual, family)	\$250 per Individual or \$750 per Family, Calendar Year / Embedded
Coinsurance	10%
Out-of-pocket maximum (Individual, family)	\$3,000 per Individual or \$6,000 per Family.
EPHC provider	\$10
Office visit primary care physician copay	\$15
Office visit specialist copay	\$35
Inpatient hospital copay	Ded:10%
Emergency room copay	Ded:\$350
Urgent care copay	\$35
Prescription drugs – network/drug list	Select
Pharmacy deductible	n/a per Individual or n/a per Family
Prescription drugs – retail	\$15/\$45/25%-\$200/25%-\$400

Proposed total premium \$1,463.18

Rider(s) that are applicable: N/A

In-network benefit categories

Plan rates and benefits are subject to regulatory review or approval. Your total premium may change for various reasons, including but not limited to changes in your employee census and changes to the ACA requirements. The coverage chosen in this proposal has been selected for employees and dependents, subject to the terms and conditions of this proposal and the group application(s) to which this is attached. This proposal is subject to underwriting approval by HealthKeepers and Life Underwriting if applicable; please do not cancel your coverage until the application has been approved in writing in certain states, underwriting will not approve some application allowed on this proposal tool such as retroactive rating, retroactive effective dates, and issuance of more than one product.

Signature: _____ Date: _____

The Affordable Care Act (or health care reform law), Summary of Benefits and Coverage (SBCs) can be accessed through our Internet Posting Site at www.sbc.anthem.com. Please see SBC for benefit descriptions. The information is intended to provide only a general overview of the benefits. The entire provisions of benefits and exclusions are contained in the Certificate of Coverage and this description, the terms of the Certificate of Coverage will prevail.

HealthKeepers, Inc., an independent licensee of the Blue Cross and Blue Shield Association, serves all of Virginia except for the City of Fairfax, the Town of Vienna, and the area east of State Route 123. Anthem is a registered trademark of Anthem Life Companies, Inc.




Numberland Plateau Waste Water Management
 te ID: 00851117
 ctive Date: February 01, 2023

ive date of this Addendum is 12:01 a.m. on February 01, 2023
 Addenda applies to the Employer and its affiliated companies as agreed to in writing by Anthem Blue Cross and Blue Shield and HealthKeepers, Inc.
 Employer will pay a per Subscriber per month fee calculated by adding the sum of the rates for each of the Member categories
 Member, Spouse, up to three oldest Dependents 20 years and younger, and Dependents 21 years and over) set forth in the tables below.

Anthem HealthKeepers Platinum OAPOS Contract code: 6SHD			
250/10%/3000			
Network: HealthKeepers			
Age	Rate	Age	Rate
31	\$353.66	31	\$535.81
32	\$385.10	32	\$546.90
33	\$397.12	33	\$553.84
34	\$409.14	34	\$561.23
35	\$422.08	35	\$564.93
36	\$435.02	36	\$568.63
37	\$448.43	37	\$572.33
38	\$462.30	38	\$576.03
39	\$462.30	39	\$583.42
40	\$462.30	40	\$590.82
41	\$462.30	41	\$601.91
42	\$464.15	42	\$612.55
43	\$473.40	43	\$627.34
44	\$484.49	44	\$645.83
45	\$502.52	45	\$667.56
46	\$517.31	46	\$693.45
47	\$524.71	47	\$722.57
48		48	\$755.86
49		49	\$788.68
50		50	\$825.67
51		51	\$862.19
52		52	\$902.41
53		53	\$943.09
54		54	\$987.01
55		55	\$1,030.93
56		56	\$1,078.55
57		57	\$1,126.63
58		58	\$1,177.94
59		59	\$1,203.37
60		60	\$1,254.68
61		61	\$1,299.06
62		62	\$1,328.19
63		63	\$1,354.71
64+		64+	\$1,386.90

Anthem Blue Cross and Blue Shield
Jeff Rickel
 Jeff Rickel
 President

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 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, <https://eoc.anthem.com/eocdps/6SGLSMG01012023>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (855) 330-1214 to request a copy.

Important Questions	Answers	Why This Matters
What is the overall deductible?	\$750/person or \$2,250/family for In-Network Providers. \$2,000/person or \$4,000/family for Non-Network Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Primary Care. Specialist Visit. Preventive Care. Certain Prescription Drugs. Vision. For more information see below.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	\$7,700/person or \$15,400/family for In-Network Providers. \$19,250/person or \$38,500/family for Non-Network Providers.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, health care this plan doesn't cover, and Non-Network Transplants.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes, KeyCare. See www.anthem.com or call (855) 330-1214 for a list of network providers. Costs may vary by site of service and how the provider bills.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider

for some services (such as lab work). Check with your provider before you get services.

You can see the specialist you choose without a referral.

! All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	PCP apply deductible does not apply EPHC deductible does not apply	50% coinsurance	Copayment waived for members under 19 years old. Virtual visits (Telehealth) benefits available.
	Specialist visit	\$60/visit deductible does not apply	50% coinsurance	Virtual visits (Telehealth) benefits available.
	Preventive care / screening / immunization	No charge	50% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	50% coinsurance	-----none-----
	Imaging (CT/PET scans, MRIs)	20% coinsurance	50% coinsurance	-----none-----
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at http://www.anthem.com/pharmacyinformation/	Tier 1 - Typically Generic	\$15/prescription, deductible does not apply (retail) and \$38/prescription, deductible does not apply (home delivery)	50% coinsurance, deductible does not apply (retail) and Not covered (home delivery)	For more information, refer to "Select Drug List" at http://www.anthem.com/pharmacyinformation/ *See Prescription Drug section
	Tier 2 - Typically Preferred Brand & Non-Preferred Generic Drugs	\$45/prescription, deductible does not apply (retail) and \$135/prescription, deductible does not apply (home delivery)	50% coinsurance, deductible does not apply (retail) and Not covered (home delivery)	
	Tier 3 - Typically Non-Preferred Brand and Generic drugs	25% coinsurance up to \$200/prescription, deductible does not apply (retail) and 25% coinsurance up to \$600/prescription, deductible	50% coinsurance, deductible does not apply (retail) and Not covered (home delivery)	

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/6SGLSMG01012023>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you have outpatient surgery	Tier 4 - Typically Preferred Specialty (brand and generic)	does not apply (home delivery) 25% coinsurance up to \$400/prescription, deductible does not apply (retail and home delivery)	50% coinsurance, deductible does not apply (retail) and Not covered (home delivery)	-----none-----
	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	50% coinsurance	-----none-----
	Physician/surgeon fees	20% coinsurance	50% coinsurance	-----none-----
	Emergency room care	\$450/visit	Covered as In-Network	Copay waived if admitted.
If you need immediate medical attention	Emergency medical transportation	20% coinsurance	Covered as In-Network	Non-emergency non-network Ambulance Services are limited to \$50,000 per trip.
	Urgent care	\$60/visit deductible does not apply	50% coinsurance	-----none-----
	Facility fee (e.g., hospital room)	20% coinsurance	50% coinsurance	100 days/admission for Inpatient rehabilitation and skilled nursing services combined.
If you have a hospital stay	Physician/surgeon fees	20% coinsurance	50% coinsurance	-----none-----
	Outpatient services	Office Visit \$30/visit deductible does not apply Other Outpatient 20% coinsurance	Office Visit 50% coinsurance Other Outpatient 50% coinsurance	Office Visit Virtual visits (Telehealth) benefits available. Other Outpatient -----none-----
	Inpatient services	20% coinsurance	50% coinsurance	-----none-----
	Office visits	20% coinsurance	50% coinsurance	-----none-----
If you are pregnant	Childbirth/delivery professional services	20% coinsurance	50% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery facility services	20% coinsurance	50% coinsurance	
	Home health care	20% coinsurance	50% coinsurance	
If you need help recovering or have other special health needs	Rehabilitation services	\$30/visit deductible does not apply	50% coinsurance	100 visits/benefit period.
	Habilitation services	\$30/visit deductible does not apply	50% coinsurance	

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
	Skilled nursing care	20% coinsurance	50% coinsurance	100 days/admission for Inpatient rehabilitation and skilled nursing services combined.
	Durable medical equipment	20% coinsurance	50% coinsurance	*See Durable Medical Equipment Section
	Hospice services	20% coinsurance	50% coinsurance	-----none-----
If your child needs dental or eye care	Children's eye exam	No charge	\$0 copayment up to plan's Maximum Allowed Amount	*See Vision Services section
	Children's glasses	No charge	\$0 copayment up to plan's Maximum Allowed Amount	
	Children's dental check-up	0% coinsurance	30% coinsurance	*See Dental Services section

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Dental care (Adult)
- Long-term care
- Bariatric surgery
- Hearing aids
- Routine foot care unless medically necessary
- Cosmetic surgery
- Infertility treatment
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care 30 visits/benefit period
- Routine eye care (Adult) 1 exam/benefit period
- Most coverage provided outside the United States. See www.bcbsglobalcare.com
- Private-duty nursing 16 hours/benefit period in a Home Setting only

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Virginia Bureau of Insurance, 1300 East Main Street, P. O. Box 1157, Richmond, VA 23218, (800) 552-7945, Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform, or contact Anthem at the number on the back of your ID card. Other coverage options may be available to you, too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/6SGLSMG01012023>.

ATTN: Grievances and Appeals, P.O. Box 27401, Richmond, VA 23279

Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform

Virginia Bureau of Insurance, 1300 East Main Street, P. O. Box 1157, Richmond, VA 23218, (800) 552-7945

Does this plan provide Minimum Essential Coverage? **Yes**

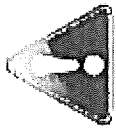
Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? **Yes**

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$750
- Specialist copayment \$60
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services

like:

- Specialist office visits (prenatal care)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (ultrasounds and blood work)
- Specialist visit (anesthesia)

Total Example Cost \$12,700

In this example, Peg would pay:

Cost Sharing

Deductibles	\$750
Copayments	\$10
Coinsurance	\$2,400

What isn't covered

Limits or exclusions	\$60
The total Peg would pay is	\$3,220

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$750
- Specialist copayment \$60
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services

like:

- Primary care physician office visits (including disease education)
- Diagnostic tests (blood work)
- Prescription drugs
- Durable medical equipment (glucose meter)

Total Example Cost \$5,600

In this example, Joe would pay:

Cost Sharing

Deductibles	\$100
Copayments	\$1,600
Coinsurance	\$0

What isn't covered

Limits or exclusions	\$20
The total Joe would pay is	\$1,720

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$750
- Specialist copayment \$60
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services

like:

- Emergency room care (including medical supplies)
- Diagnostic test (x-ray)
- Durable medical equipment (crutches)
- Rehabilitation services (physical therapy)

Total Example Cost \$2,800

In this example, Mia would pay:


Cost Sharing

Deductibles	\$750
Copayments	\$700
Coinsurance	\$200

What isn't covered

Limits or exclusions	\$0
The total Mia would pay is	\$1,650

The plan would be responsible for the other costs of these EXAMPLE covered services.

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Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$2,000/person or \$4,000/family for In-Network Providers. \$5,000/person or \$10,000/family for Non-Network Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Primary Care. Specialist Visit. Preventive Care. Certain Prescription Drugs. Vision. For more information see below.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	\$5,000/person or \$10,000/family for In-Network Providers. \$12,500/person or \$25,000/family for Non-Network Providers.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, health care this plan doesn't cover, and Non-Network Transplants.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes, HealthKeepers. See www.anthem.com or call (855) 330-1214 for a list of network providers. Costs may vary by site of service and how the provider bills.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider

for some services (such as lab work). Check with your provider before you get services.

Do you need a referral to see a specialist? No.

You can see the specialist you choose without a referral.

⚠️ All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	PCP \$25/visit <u>deductible</u> does not apply EPHC \$15/visit <u>deductible</u> does not apply	50% coinsurance	<u>Copayment</u> waived for members under 19 years old. Virtual visits (Telehealth) benefits available.
	Specialist visit	\$75/visit <u>deductible</u> does not apply	50% coinsurance	Virtual visits (Telehealth) benefits available.
	Preventive care/ <u>screening</u> / <u>immunization</u>	No charge	50% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	\$75/visit <u>deductible</u> does not apply	50% coinsurance	-----none-----
	Imaging (CT/PET scans, MRIs)	\$500/visit	50% coinsurance	-----none-----
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at http://www.anthem.com/pharmacyinformation/	Tier 1a - Typically Lower Cost Generic	No charge (retail and home delivery)	50% coinsurance, <u>deductible</u> does not apply (retail) and Not covered (home delivery)	For more information, refer to "Select Drug List" at http://www.anthem.com/pharmacyinformation/ *See Prescription Drug section
	Tier 1b - Typically Generic	\$10/prescription, <u>deductible</u> does not apply (retail) and \$25/prescription, <u>deductible</u> does not apply (home delivery)	50% coinsurance, <u>deductible</u> does not apply (retail) and Not covered (home delivery)	
	Tier 2 - Typically Preferred Brand & Non-Preferred Generic Drugs	\$60/prescription, <u>deductible</u> does not apply (retail) and \$180/prescription, <u>deductible</u> does not apply (home delivery)	50% coinsurance, <u>deductible</u> does not apply (retail) and Not covered (home delivery)	
Tier 3 - Typically Non-Preferred Brand and Generic drugs	\$125/prescription (retail) and \$375/prescription (home delivery)	\$125/prescription (retail) and \$375/prescription (home delivery)	50% coinsurance (retail) and Not covered (home delivery)	

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/6SG3SMG01012023>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you have outpatient surgery	Tier 4 - Typically Preferred Specialty (brand and generic)	\$400/prescription (retail and home delivery)	50% coinsurance (retail) and Not covered (home delivery)	
	Facility fee (e.g., ambulatory surgery center)	\$500/visit	50% coinsurance	-----none-----
	Physician/surgeon fees	0%/coinsurance	50% coinsurance	-----none-----
If you need immediate medical attention	Emergency room care	\$500/visit	Covered as In-Network	Copay waived if admitted.
	Emergency medical transportation	\$500/trip	Covered as In-Network	Non-emergency non-network Ambulance Services are limited to \$50,000 per trip.
	Urgent care	\$75/visit deductible does not apply	50% coinsurance	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	\$1,000/admission	50% coinsurance	100 days/admission for Inpatient rehabilitation and skilled nursing services combined.
	Physician/surgeon fees	0% coinsurance	50% coinsurance	-----none-----
	Outpatient services	Office Visit \$25/visit deductible does not apply Other Outpatient \$500/visit deductible does not apply	Office Visit 50% coinsurance Other Outpatient 50% coinsurance	Office Visit Virtual visits (Telehealth) benefits available. Other Outpatient -----none-----
If you are pregnant	Inpatient services	\$1,000/admission	50% coinsurance	-----none-----
	Office visits	\$500/pregnancy deductible does not apply	50% coinsurance	One copayment per pregnancy for both office visits and childbirth/delivery professional services. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	\$500/pregnancy deductible does not apply	50% coinsurance	
If you need help recovering or have other special health needs	Childbirth/delivery facility services	\$1,000/admission	50% coinsurance	
	Home health care	\$75/visit deductible does not apply	50% coinsurance	100 visits/benefit period.
	Rehabilitation services	\$75/visit deductible does not apply	50% coinsurance	*See Therapy Services section.
	Habilitation services	\$75/visit deductible does not apply	50% coinsurance	

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
	Skilled nursing care	\$1,000/admission	50% coinsurance	100 days/admission for Inpatient rehabilitation and skilled nursing services combined.
	Durable medical equipment	50% coinsurance	50% coinsurance	*See <u>Durable Medical Equipment Section</u>
	Hospice services	\$75/visit deductible does not apply	50% coinsurance	-----none-----
If your child needs dental or eye care	Children's eye exam	No charge	\$0 copayment up to plan's Maximum Allowed Amount	*See Vision Services section
	Children's glasses	No charge	\$0 copayment up to plan's Maximum Allowed Amount	
	Children's dental check-up	0% coinsurance	30% coinsurance	

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Dental care (Adult)
- Long-term care
- Bariatric surgery
- Hearing aids
- Routine foot care unless medically necessary
- Cosmetic surgery
- Infertility treatment
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care 30 visits/benefit period
- Routine eye care (Adult) 1 exam/benefit period
- Most coverage provided outside the United States. See www.bcbsglobalcare.com
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Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform

Virginia Bureau of Insurance, 1300 East Main Street, P. O. Box 1157, Richmond, VA 23218, (800) 552-7945

Does this plan provide Minimum Essential Coverage? **Yes**

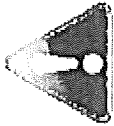
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Does this plan meet the Minimum Value Standards? **Yes**

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

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Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$2,000
- Specialist copayment \$75
- Hospital (facility) copayment \$1,000
- Other copayment \$25

This EXAMPLE event includes services

like:

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

Total Example Cost \$12,700

In this example, Peg would pay:

Cost Sharing

Deductibles	\$2,000
Copayments	\$1,900
Coinsurance	\$0

What isn't covered

Limits or exclusions	\$60
The total Peg would pay is	\$3,960

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$2,000
- Specialist copayment \$75
- Hospital (facility) copayment \$1,000
- Other copayment \$25

This EXAMPLE event includes services

like:

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable medical equipment (*glucose meter*)

Total Example Cost \$5,600

In this example, Joe would pay:

Cost Sharing

Deductibles	\$0
Copayments	\$2,000
Coinsurance	\$0

What isn't covered

Limits or exclusions	\$20
The total Joe would pay is	\$2,020

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$2,000
- Specialist copayment \$75
- Hospital (facility) copayment \$1,000
- Other copayment \$25

This EXAMPLE event includes services

like:

- Emergency room care (*including medical supplies*)
- Diagnostic test (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

Total Example Cost \$2,800

In this example, Mia would pay:

Cost Sharing

Deductibles	\$2,000
Copayments	\$600
Coinsurance	\$0

What isn't covered

Limits or exclusions	\$0
The total Mia would pay is	\$2,600

The plan would be responsible for the other costs of these EXAMPLE covered services.