

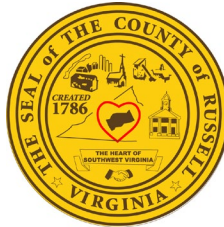
RUSSELL COUNTY
BOARD OF SUPERVISOR'S MEETING
AGENDA – JUNE 5, 2023

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) – RC Public Service Authority (PSA) – Legal Matters – Civil Action No. CL22-653 Crossroads Engineering LLC vs. The Russell County Public Service Authority. (Executive Session will begin at 5 p.m. and is closed to the general public. Citizens are welcome to attend and wait in the boardroom until the Executive Session is complete.)

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC HEARING

1. RC FY 2023/2024 County-Wide Budget

PRESENTATIONS

1. Dr. Kim Hooker – RC School Superintendent – Annual School Board Report

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 May 1, 2023
- b. Unapproved minutes of May 22, 2023

- 2. Approval of Expenditures. Consider approval of expenditures presented for payment.....B-2
- 3. Committee Appointments for Board Consideration.....B-3

RC Library Board

Yvonne Dye	3-Year Term	June 30, 2023
Susan Breeding	3-Year Term	June 30, 2023

RC Department of Social Services (DSS)

Brian Ferguson	4-Year Term	June 30, 2023
Sharon Owens	4-Year Term	June 30, 2023

RC Public Service Authority (PSA)

Thomas Tignor	4-Year Term	June 24, 2023
---------------	-------------	---------------

CITIZEN’S COMMENT PERIOD (Limited to 3 Minutes)

CONSTITUTIONAL OFFICER REPORTS AND REQUESTS

COUNTY ATTORNEY REPORTS AND REQUESTS

COUNTY ADMINISTRATOR REPORTS AND REQUESTS

REPORTS

- 1. Steve Dye – Russell County Sheriff Retirement.....D-1
- 2. DEQ Report - Clinch River CCR Surface Impoundment Pond 1 & Pond 2 – Permit #620 & #624.....D-2
- 3. Bristol Transportation District Regional Improvement Board.....D-3
- 4. VDOT Monthly Road System Report.....D-4
- 5. VACO Legislative Summary.....D-5

REQUESTS

- 6. VDOT Resolution to Dismiss Petition for Abandonment of Rte. 871.....D-6
- 7. VDOT Request for Abandonment of Pedestrian Footbridges - FB9000-Route 640 Pedestrian Footbridge over Clinch River; FB9002-Route 723 Pedestrian Footbridge over Clinch River.....D-7
- 8. BOS FY 2023/24 County Budget Meeting Date.....D-8
- 9. Virginia Supreme Court Declaration of State Holiday – July 3rd, 2023.....D-9
- 10. BOS July 2023 Regular Board Meeting Date.....D-10
- 11. CPRWMA Disposal & Solid Waste Transportation Contract.....D-11
- 12. Resolution Supporting Temporary Closure of Route 687 for Bridge Replacement.....D-12

BOARD DISCUSSIONS & REMINDERS

ADJOURNMENT

COUNTY AGENCY / BOARD REPORTS:

- Treasurer’s Report.....E
- RC IDAF
- RC PSAG
- Castlewood W&SH
- RC Tourism.....I
- RC Planning CommissionJ
- Conference Center.....K
- RC Fitness Center.....L
- RC Transportation & Safety.....M
- RC Cannery Reports.....N
- RC Building Inspector.....O
- RC Litter Report.....P

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)(7)(8) – Legal Discussions concerning RC Public Service Authority (PSA) – Civil Action No. CL22-653 Crossroads Engineering LLC vs. The Russell County Public Service Authority.

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: _____

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

The Russell County Board of Supervisors will be holding a Board of Supervisors Meeting scheduled for Monday, June 5, 2023, at 6:00 P.M. to hear public comments at the Public Hearing concerning the **FY 2023/2024 County-Wide Budget**.

The meeting will be held in the **Russell County Board of Supervisors Board Room** at the Russell County Governmental Center, 137 Highland Drive, Lebanon, Virginia

**BY ORDER OF THE
RUSSELL COUNTY BOARD OF SUPERVISORS**



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Information Item
Presenters - Various

Meeting: 6/5/23 6:00 PM

Presentations

1. Dr. Kim Hooker – RC School Superintendent – Annual School Board Report

Staff Recommendation:

Presentation – Informational Only.

Suggested Motion:

Board Discretion.

ATTACHMENTS:

- Various



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item B-1
Presenter: Chairperson

Meeting: 6/5/23 6:00 PM

Approval of Minutes

Request approval of the minutes from the following meeting:

- **Unapproved minutes of May 1, 2023**
- **Unapproved minutes of May 5, 2023**

STAFF RECOMMENDATION(s):

Board discretion

SUGGESTED MOTION(s):

Motion to approve Board Minutes.

ATTACHMENTS:

- Board Minutes

May 01, 2023

A regular monthly meeting of the Russell County Board of Supervisors was held on Monday, May 01, 2023 beginning at 5:00 pm with Executive (Closed) Session followed by the regular meeting at 6:00 pm at the Russell County Government Center in Lebanon, Virginia.

The Clerk called the meeting to order.

EXECUTIVE (CLOSED) SESSION

Motion made by Steve Breeding, second Oris Christian and duly approved by the Board of Supervisors to enter into Executive (Closed) Session to discuss legal matters pursuant to Section 2.2-3711(A)(5)(7)(8) – Legal Discussions concerning a Proposed Economic Development Project – Moss III and Proposed Legislative Ordinance.

The vote was:

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

APPROVAL TO RETURN TO REGULAR SESSION

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

The vote was:

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

CERTIFICATION OF EXECUTIVE ((CLOSED) SESSION

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

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

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

Roll Call by the Clerk:

AYE:

Tim Lovelace

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

Nay: None

Invocation by Jacob Musick, followed by the Pledge of Allegiance to the Flag.

APPROVAL OF THE AGENDA

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

The vote was:

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

Nay: None

Acknowledgements

MAY 2023 PROCLAIMED AS OLDER AMERICANS' MONTH

Motion made by Steve Breeding, second Oris Christian and duly approved by the Board of Supervisors to proclaim the month of May 2023 as Older Americans' Month.

The vote was:

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

Nay: None

PUBLIC HEARING HELD ON VDOT SECONDARY SIX-YEAR PLAN FY 2023/24 TO FY 2028/29

Pursuant to being advertised in a local newspaper for two (2) consecutive weeks, a public hearing was held on the Virginia Department of Transportation Secondary Six-Year Plan FY 2023/24 to FY 2028/29.

The Chair opened the public hearing to comments. Hearing none, the public hearing was closed.

PUBLIC HEARING HELD ON VDOT RESOLUTION OF THE ABANDONMENT OF RTE. 871 & RTE. 1211 & RTE. 19/58

Pursuant to being advertised in a local newspaper for two (2) consecutive weeks, a public hearing was held on the Virginia Department of Transportation Abandonment of Rte. 871 & Rte. 1211 & Rte. 19/58.

The Chair opened the public hearing to comments.

The following citizens spoke in opposition to the abandonment of Rte. 871 including:

Shirley Brown
Irene Sproles
Dari Hubbard
Peggy McGlothlin
Chris McGlothlin

Mr. Boiling with VDOT addressed the Board concerning this with the board members.

The public hearing was closed.

APPROVAL OF THE VDOT SIX-YEAR PLAN FY 2023/24 TO FY 2028/29

Motion made by Tim Lovelace, second Steve Breeding and duly approved by the Board of Supervisors to approve the VDOT Six -Year Plan FY 2023/24 to FY 2028/29.

The vote was:

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

APPROVAL OF THE VDOT RTE. 19/58 ABANDONMENT

Motion made by Tim Lovelace, second Steve Breeding and duly approved by the Board of Supervisors to approve the VDOT resolution for the abandonment of discontinued Rte. 19 Right of Way, Hansonville.

The vote was:

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

ABANDONMENT OF VDOT RTE. 1211 (TURKEY KNOB)

Motion made by Carl Rhea, second Steve Breeding and duly approved by the Board of Supervisors to approve a VDOT Resolution for the abandonment of Rte. 1211 (Turkey Knob).

The vote was:

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

OPPOSITION TO THE ABANDONMENT OF VDOT RTE. 871

Motion made by Oris Christian, second David Eaton and duly approved by the Board of Supervisors to oppose a VDOT resolution pertaining to the abandonment of Rte. 871.

The vote was:

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

Presentation

Dan Glass, Dante Rescue Squad addressed the board about lowering the age of their junior squad members to 13.

Ronald Passmore, Director Regulation & Compliance Enforcement Division Office of Emergency Medical Services also addressed the board concerning this request.

New Business

APPROVAL OF THE APRIL 13 & APRIL 11, 2023 MINUTES

Motion made by David Eaton, second Oris Christian and duly approved by the Board of Supervisors to approve the April 03 and April 11, 2023 minutes and dispense with the reading thereof.

The vote was:

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

Nay: None

APPROVAL OF GENERAL COUNTY INVOICES

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve general county invoices in the amount of \$2,400,620.29, including reoccurring and withholdings.

The vote was:

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

Nay: None

Citizens Comment

The Chair opened citizens comment period.

Kelly McBride Delph, Russell County Public Library asked that the board consider appropriating additional funds for salaries, supplies, etc. for the library.

Larry Hughes, Lebanon thanked the board for voting no on the abandonment of Rte. 871.

The Chair closed citizens' comment.

Acknowledgement

Deputy Noah Ball was recognized for receiving the American Red Cross Lifesaver Award for pulling a lady from a burning home on February 08, 2022.

County Attorney Reports & Requests

APPROVAL OF IDA POLYCAP REVENUE BONDS – BOS MORAL OBLIGATION RESOLUTION

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve the IDA Polycap Revenue Bonds - Board of Supervisors Moral Obligation Resolution.

The vote was:

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

Nay: None

APPROVAL OF THE HIRING OF SPECIAL COUNSEL FOR THE MOSS III PROJECT

Motion made by Steve Breeding, second Carl Rhea and duly approved by the Board of Supervisors to approve the hiring of special counsel for the Moss III Economic Development Project.

The vote was:

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

Nay: None

**APPROVAL OF ADVERTISEMENT OF THE RUSSELL COUNTY OFF ROAD RECREATIONAL VEHICLES
ORDINANCE**

Motion made by David Eaton, second by Steve Breeding and duly approved by the Board of Supervisors to advertise the Off-Road Recreational Vehicle Ordinance.

The vote was:

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

Nay: None

County Administrator Reports & Requests

APPROVAL OF ARPA FUNDING FOR THE CPRHA

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve the Cumberland Plateau Regional Housing Authority ARPA funding -Concerning Regional Housing Need Assessment.

The vote was:

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

Nay: None

EMS RESOLUTION FOR DANTE RESCUE SQUAD'S OPERATIONAL EXEMPTION DENIED

Motion made by Steve Breeding, second Oris Christian and duly approved by the Board of Supervisors to deny a request for an EMS Resolution concerning Dante Rescue Squad's Operational Exemption.

The vote was:

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

Nay: None

APPROVAL OF THE FY 2024-2025 COMMUNITY SERVICES BOARD CONTRACT

Motion made by Tim Lovelace, second Steve Breeding and duly approved by the Board of Supervisors to approve the FY 2024-2025 Community Services Board Contract.

The vote was:

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

Nay: None

APPROVAL TO TRANSFER A SURPLUS VEHICLE TO THE CLEVELAND FIRE DEPARTMENT

Motion made by Carl Rhea, second Oris Christian and duly approved by the Board of Supervisors to transfer a surplus vehicle to the Cleveland Fire Department.

The vote was:

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

Nay: None

APPROVAL OF THE ANNUAL COMMUNITY DISPOSAL CONTAINERS/TIPPING FEE WAIVERS

Motion made David Eaton, second Oris Christian and duly approved by the Board of Supervisors to approve the Annual Community Disposal Containers/Tipping Fee Waivers.

The vote was:

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

Nay: None

The Chair adjourned to reconvene on Monday, May 22, 2023 at 6:00 pm.

Clerk of the Board

Chairperson

May 22, 2023

A reconvened meeting of the Russell County Board of Supervisors was held on Monday, May 22, 2023 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
Carl Rhea
David Eaton
Steve Breeding
Rebecca Dye
Oris Christian
Lou Wallace

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

Absent:

None

APPROVAL OF THE AGENDA

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

The vote was:

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

Nay: None

PUBLIC HEARING HELD ON THE RUSSELL COUNTY ATV ORDINANCE

Pursuant to being advertised in a local newspaper for (2) two consecutive weeks, a public hearing was held on the Russell County Off-Road Recreational Vehicles Ordinance. The Chair opened the public hearing to comments. Hearing none, the public hearing was closed.

APPROVAL OF THE RUSSELL COUNTY ATV ORDINANCE

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve the Russell County Recreational Vehicle Ordinance as amended.

The vote was:

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

Nay: None

PUBLIC HEARING HELD ON THE FY 2023/2024 BUDGET

Pursuant to being advertised in a local newspaper for (2) two consecutive weeks, a public hearing was held on the Fy 2023/2024 Budget. The Chair opened the public hearing to comments.

Kelly M. Delph, representing the Rotary Club and the Russell County Community Orchestra asked that the BOS consider a match for a grant that would place outdoor musical instruments in Honaker and Lebanon. Castlewood would be considered later when a suitable location could be found.

The Chair closed the public hearing.

New Business

Budget Workshop

The County Administrator discussed various budget issues with the Board.

APPROVAL OF A CSA SUPPLEMENT IN THE AMOUNT OF \$53,196.19

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve a CSA Supplement Allocation of \$53,196.19 as requested.

The vote was:

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

Nay: None

The Chair appointed David Eaton and Steve Breeding to a committee for the purpose of doing a feasibility study on Laurel Bed Lake.

The Chair adjourned the meeting.

Clerk of the Board

Chairperson



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item B-2
Presenter: Chairperson

Meeting: 6/5/23 6:00 PM

Approval of Expenditures

Request approval of the County's May 2023 Monthly Expenditures:

STAFF RECOMMENDATION(s):

County's May 2023 Monthly Expenditures are in compliance with budget and operational services.

SUGGESTED MOTION(s):

Motion to approve County's May 2023 Monthly Expenditures.

ATTACHMENTS:

- May 2023 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>
6/05/2023	4/25/2023	002615 A&A ENTERPRISES	77850		232.00	232.00	4100-031020-5410-	- -
6/05/2023	5/03/2023	002615 A&A ENTERPRISES	77927		52.95	52.95	4100-031020-5410-	- -
6/05/2023	5/03/2023	002615 A&A ENTERPRISES	77928		165.00	165.00	4100-031020-5410-	- -
6/05/2023	5/03/2023	002615 A&A ENTERPRISES	77929		552.85	552.85	4100-031020-5410-	- -
6/05/2023	5/18/2023	002615 A&A ENTERPRISES	78030		109.70	109.70	4100-031020-5410-	- -
					1,112.50	1,112.50 *		
6/05/2023	6/05/2023	004228 ADDINGTON CAROL	MARCH-JUNE 2023		813.00	813.00	4100-013010-1008-	- -
					813.00	813.00 *		
6/05/2023	5/01/2023	004682 ADVANTAGE MICRO	230671	10	1,189.80	1,189.80	4100-073010-5411-	- -
					1,189.80	1,189.80 *		
6/05/2023	1/10/2023	003754 AMAZON	01102023	10	68.00	68.00	4100-073010-5411-	- -
					68.00	68.00 *		
6/05/2023	5/15/2023	004982 AMAZON CAPITAL	1FCW-DY1G-KLPH		29.95	29.95	4100-043020-5405-	- -
6/05/2023	5/15/2023	004982 AMAZON CAPITAL	1FCW-DY1G-KLPH		27.88	27.88	4100-043020-5407-	- -
6/05/2023	5/15/2023	004982 AMAZON CAPITAL	1FCW-DY1G-KLPH		237.65	237.65	4100-012300-7002-	- -
6/05/2023	5/15/2023	004982 AMAZON CAPITAL	1FCW-DY1G-KLPH		52.81	52.81	4100-012010-5401-	- -
6/05/2023	5/15/2023	004982 AMAZON CAPITAL	1FCW-DY1G-KLPH		359.76	359.76	4100-022010-5415-	- -
6/05/2023	5/15/2023	004982 AMAZON CAPITAL	1FCW-DY1G-KLPH		700.04	700.04	4100-012130-5401-	- -
6/05/2023	5/15/2023	004982 AMAZON CAPITAL	1FCW-DY1G-KLPH		214.99	214.99	4100-042400-5407-	- -
6/05/2023	5/15/2023	004982 AMAZON CAPITAL	1FCW-DY1G-KLPH		64.99	64.99	4100-099000-5000-	- -
6/05/2023	5/15/2023	004982 AMAZON CAPITAL	1FCW-DY1G-KLPH		74.51	74.51	4100-034010-5401-	- -
6/05/2023	5/15/2023	004982 AMAZON CAPITAL	1FCW-DY1G-KLPH		87.17	87.17	4100-071040-5600-	- -
6/05/2023	5/15/2023	004982 AMAZON CAPITAL	1FCW-DY1G-KLPH		136.62	136.62	4100-043020-5101-	- -
6/05/2023	5/15/2023	004982 AMAZON CAPITAL	1FCW-DY1G-KLPH		29.46	29.46	4100-072010-5407-	- -
6/05/2023	5/15/2023	004982 AMAZON CAPITAL	1FCW-DY1G-KLPH		99.94-	99.94-	4100-043020-5407-	- -
6/05/2023	5/15/2023	004982 AMAZON CAPITAL	1FCW-DY1G-KLPH		252.72-	252.72-	4100-012010-5401-	- -
6/05/2023	5/15/2023	004982 AMAZON CAPITAL	1FCW-DY1G-KLPH		59.90-	59.90-	4100-071040-5605-	- -
6/05/2023	5/15/2023	004982 AMAZON CAPITAL	1FCW-DY1G-KLPH		178.37-	178.37-	4100-022010-5415-	- -
6/05/2023	4/18/2023	004982 AMAZON CAPITAL	04182023	10	1,310.64	1,310.64	4100-073010-5411-	- -
6/05/2023	4/18/2023	004982 AMAZON CAPITAL	04182023	10	38.99	38.99	4100-073010-5401-	- -
6/05/2023	4/18/2023	004982 AMAZON CAPITAL	04182023	10	71.15	71.15	4100-073010-5407-	- -
					2,845.68	2,845.68 *		
6/05/2023	5/23/2023	005009 AMERICAN SOLUTI	INV06703115		12,789.79	12,789.79	4100-012130-5201-	- -
					12,789.79	12,789.79 *		
6/05/2023	5/05/2023	000040 APPALACHIAN AGE	TRANSIT FY23	1	5,000.00	5,000.00	4100-053050-5408-	- -
					5,000.00	5,000.00 *		
6/05/2023	1/29/2023	004947 APPALACHIAN COM	39292		17,512.00	17,512.00	4100-094010-8029-	- -
					17,512.00	17,512.00 *		
6/05/2023	5/11/2023	003018 ARCMATE MANUFAC	INV227611		468.14	468.14	4100-042400-5414-	- -
					468.14	468.14 *		
6/05/2023	5/15/2023	000047 AT&T	05152023		47.36	47.36	4100-031020-5203-	- -
6/05/2023	5/15/2023	000047 AT&T	05152023		14.79	14.79	4100-031020-5203-	- -
					62.15	62.15 *		
6/05/2023	5/01/2023	002058 BAI ACCT.USER G	05012023		500.00	500.00	4100-012300-3002-	- -
					500.00	500.00 *		
6/05/2023	4/18/2023	000007 BAKER & TAYLOR	04182023	10	1,071.34	1,071.34	4100-073010-5411-	- -
					1,071.34	1,071.34 *		
6/05/2023	1/23/2023	004789 BLACKSTONE PUBL	2083433	10	134.24	134.24	4100-073010-5411-	- -
					134.24	134.24 *		
6/05/2023	5/08/2023	000052 BLEVINS SEPTIC	37318		510.00	510.00	4100-043020-3004-	- -
					510.00	510.00 *		
6/05/2023	5/09/2023	000092 BONANZA RESTAUR	104268		237.59	237.59	4100-011010-5413-	- -
					237.59	237.59 *		
6/05/2023	6/05/2023	001177 CAMPBELL PHILLI	MAR-JUNE 2023		500.00	500.00	4100-013010-3002-	- -
					500.00	500.00 *		

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
6/05/2023	5/03/2023	003569 CLARK PRINT SHO	468		132.95	132.95	4100-031020-5409-	-
					132.95	132.95 *		
6/05/2023	6/05/2023	000142 CLERK OF CIRCUIT NOTARY T.LESTER			10.00	10.00	4100-012010-5401-	-
					10.00	10.00 *		
6/05/2023	6/05/2023	000153 COMM OF THE REV DUES FY23/24			290.00	290.00	4100-011010-5801-	-
					290.00	290.00 *		
6/05/2023	5/18/2023	000171 CUMBERLAND PLAT	292		78,928.79	78,928.79	4100-042010-3002-	-
					78,928.79	78,928.79 *		
6/05/2023	1/17/2023	004691 CUSTOM CAGE	CC23-0018		1,075.00	1,075.00	4100-031020-5408-	-
					1,075.00	1,075.00 *		
6/05/2023	4/27/2023	000184 DEMCO	7300837	10	76.12	76.12	4100-073010-5401-	-
6/05/2023	5/15/2023	000184 DEMCO	7310039	10	91.76	91.76	4100-073010-5401-	-
					167.88	167.88 *		
6/05/2023	4/04/2023	000198 DOMINION OFFICE	152796		10.48	10.48	4100-031020-5401-	-
6/05/2023	4/06/2023	000198 DOMINION OFFICE	152871		69.99	69.99	4100-031020-5401-	-
6/05/2023	4/11/2023	000198 DOMINION OFFICE	152969		15.80	15.80	4100-031020-5401-	-
6/05/2023	4/18/2023	000198 DOMINION OFFICE	153150		10.66	10.66	4100-012130-5401-	-
6/05/2023	4/18/2023	000198 DOMINION OFFICE	153154		62.99	62.99	4100-031020-5401-	-
6/05/2023	4/17/2023	000198 DOMINION OFFICE	153179		37.90	37.90	4100-021020-5401-	-
6/05/2023	4/18/2023	000198 DOMINION OFFICE	153235		18.60	18.60	4100-031020-5408-	-
6/05/2023	4/21/2023	000198 DOMINION OFFICE	153246		4.46	4.46	4100-021060-5401-	-
6/05/2023	4/20/2023	000198 DOMINION OFFICE	153261		69.99	69.99	4100-031020-5401-	-
6/05/2023	4/21/2023	000198 DOMINION OFFICE	153282		239.89	239.89	4100-031020-5401-	-
6/05/2023	4/27/2023	000198 DOMINION OFFICE	153451		13.30	13.30	4100-012010-5401-	-
6/05/2023	4/27/2023	000198 DOMINION OFFICE	153454		16.80	16.80	4100-021060-5401-	-
6/05/2023	4/27/2023	000198 DOMINION OFFICE	153465		80.51	80.51	4100-032050-5401-	-
6/05/2023	4/28/2023	000198 DOMINION OFFICE	153487		62.99	62.99	4100-031020-5401-	-
6/05/2023	5/03/2023	000198 DOMINION OFFICE	153625		99.98	99.98	4100-043020-5405-	-
6/05/2023	5/04/2023	000198 DOMINION OFFICE	153660		11.99	11.99	4100-042400-5401-	-
6/05/2023	5/11/2023	000198 DOMINION OFFICE	153827		10.48	10.48	4100-034010-5401-	-
6/05/2023	5/12/2023	000198 DOMINION OFFICE	153843		27.00	27.00	4100-035010-5401-	-
6/05/2023	5/12/2023	000198 DOMINION OFFICE	153861-		139.98	139.98	4100-043020-5405-	-
6/05/2023	5/16/2023	000198 DOMINION OFFICE	153934		62.99	62.99	4100-012010-5401-	-
6/05/2023	5/17/2023	000198 DOMINION OFFICE	153944		234.48	234.48	4100-071040-5607-	-
6/05/2023	5/18/2023	000198 DOMINION OFFICE	154010		99.98	99.98	4100-071040-5605-	-
6/05/2023	5/18/2023	000198 DOMINION OFFICE	154012		48.32	48.32	4100-032050-5401-	-
6/05/2023	5/18/2023	000198 DOMINION OFFICE	154024		99.98	99.98	4100-035010-5405-	-
6/05/2023	5/19/2023	000198 DOMINION OFFICE	154088		105.00	105.00	4100-042400-5401-	-
6/05/2023	5/04/2023	000198 DOMINION OFFICE	153643		14.89	14.89	4100-013010-5401-	-
6/05/2023	5/11/2023	000198 DOMINION OFFICE	153809		80.63	80.63	4100-013010-5401-	-
6/05/2023	3/29/2023	000198 DOMINION OFFICE	4019CM		67.99-	67.99-	4100-013010-5401-	-
6/05/2023	4/21/2023	000198 DOMINION OFFICE	153313	10	69.99	69.99	4100-073010-5407-	-
6/05/2023	4/27/2023	000198 DOMINION OFFICE	153449	10	62.99	62.99	4100-073010-5401-	-
6/05/2023	5/05/2023	000198 DOMINION OFFICE	153645	10	279.99	279.99	4100-073010-5414-	-
6/05/2023	5/09/2023	000198 DOMINION OFFICE	153745	10	71.99	71.99	4100-073010-5401-	-
6/05/2023	5/18/2023	000198 DOMINION OFFICE	154006		21.62	21.62	4100-021060-5401-	-
6/05/2023	5/23/2023	000198 DOMINION OFFICE	154145		99.98	99.98	4100-072010-5405-	-
6/05/2023	3/13/2023	000198 DOMINION OFFICE	152054		251.96	251.96	4100-012090-5401-	-
6/05/2023	3/15/2023	000198 DOMINION OFFICE	152175		13.99	13.99	4100-012090-5401-	-
6/05/2023	3/24/2023	000198 DOMINION OFFICE	152455		55.47	55.47	4100-012090-5401-	-
6/05/2023	4/13/2023	000198 DOMINION OFFICE	153054		204.23	204.23	4100-012010-5401-	-
6/05/2023	4/25/2023	000198 DOMINION OFFICE	153363		85.75	85.75	4100-012090-5401-	-
6/05/2023	5/19/2023	000198 DOMINION OFFICE	154011		161.76	161.76	4100-012090-5401-	-
6/05/2023	5/24/2023	000198 DOMINION OFFICE	154199		27.99	27.99	4100-021060-5401-	-
6/05/2023	5/16/2023	000198 DOMINION OFFICE	153935		44.88	44.88	4100-012130-5401-	-
					3,134.66	3,134.66 *		

<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>
6/05/2023	6/17/2023	004959 DOWNSTREAM STRA	4134		850.00	850.00	4100-094010-8033-	- -
					850.00	850.00 *		
6/05/2023	6/05/2023	004666 ENTERPRISE FLEE	06052023		2,494.98	2,494.98	4100-012010-5408-	- -
					2,494.98	2,494.98 *		
6/05/2023	4/26/2023	001020 FERGUSON ENTERP	3896278-3		1,429.57	1,429.57	4100-094010-8029-	- -
6/05/2023	5/01/2023	001020 FERGUSON ENTERP	3896278-4		123.26	123.26	4100-094010-8029-	- -
6/05/2023	5/01/2023	001020 FERGUSON ENTERP	4598868		4,821.74	4,821.74	4100-094010-8029-	- -
6/05/2023	5/11/2023	001020 FERGUSON ENTERP	4647235		381.04	381.04	4100-094010-8029-	- -
					6,755.61	6,755.61 *		
6/05/2023	5/16/2023	001445 FISHER AUTO PAR	397-290118		66.20	66.20	4100-043020-5101-	- -
6/05/2023	5/11/2023	001445 FISHER AUTO PAR	402-568793		8.60	8.60	4100-031020-5408-	- -
6/05/2023	5/08/2023	001445 FISHER AUTO PAR	397-289788-		25.30	25.30	4100-071040-5600-	- -
6/05/2023	5/23/2023	001445 FISHER AUTO PAR	397-290423		13.15	13.15	4100-043020-5101-	- -
6/05/2023	5/22/2023	001445 FISHER AUTO PAR	403-386088		105.70	105.70	4100-042400-5413-	- -
6/05/2023	5/24/2023	001445 FISHER AUTO PAR	397-290444		39.79	39.79	4100-031020-5408-	- -
6/05/2023	5/25/2023	001445 FISHER AUTO PAR	397-290491		54.22	54.22	4100-042400-5408-	- -
					312.96	312.96 *		
6/05/2023	4/11/2023	000239 FOOD CITY	04112023		34.30	34.30	4100-011010-5413-	- -
6/05/2023	4/11/2023	000239 FOOD CITY	04112023		18.85	18.85	4100-031020-5409-	- -
					53.15	53.15 *		
6/05/2023	4/28/2023	003676 GENTRY LOCKE AT	313040//048		2,470.00	2,470.00	4100-011010-3002-	- -
6/05/2023	5/12/2023	003676 GENTRY LOCKE AT	313771 //048		2,640.00	2,640.00	4100-011010-3002-	- -
					5,110.00	5,110.00 *		
6/05/2023	5/29/2023	001862 GREAT AMERICA L	34138428		140.00	140.00	4100-031020-5401-	- -
					140.00	140.00 *		
6/05/2023	4/27/2023	005037 HOFFMAN & HOFFM	671545		15,245.00	15,245.00	4100-094010-8029-	- -
					15,245.00	15,245.00 *		
6/05/2023	5/16/2023	000308 HONAKER TIRE SE	300548		30.00	30.00	4100-042400-5408-	- -
					30.00	30.00 *		
6/05/2023	4/17/2023	000314 HUFFMAN'S TIRE	04172023 CWPVAN		105.00	105.00	4100-022010-5415-	- -
					105.00	105.00 *		
6/05/2023	4/19/2023	003866 INNOVATIVE TECH	3724		75.00	75.00	4100-094010-7061-	- -
6/05/2023	4/19/2023	003866 INNOVATIVE TECH	3725		600.00	600.00	4100-094010-7061-	- -
6/05/2023	5/25/2023	003866 INNOVATIVE TECH	3778		2,287.50	2,287.50	4100-012300-3002-	- -
6/05/2023	5/25/2023	003866 INNOVATIVE TECH	3779		2,962.50	2,962.50	4100-012300-3002-	- -
6/05/2023	5/25/2023	003866 INNOVATIVE TECH	3779		110.00	110.00	4100-012300-7002-	- -
6/05/2023	5/25/2023	003866 INNOVATIVE TECH	3780		375.00	375.00	4100-012300-3002-	- -
6/05/2023	5/25/2023	003866 INNOVATIVE TECH	3781		262.50	262.50	4100-012300-3002-	- -
6/05/2023	5/25/2023	003866 INNOVATIVE TECH	3782		112.50	112.50	4100-012300-3002-	- -
6/05/2023	5/25/2023	003866 INNOVATIVE TECH	3785		150.00	150.00	4100-012300-3002-	- -
6/05/2023	5/25/2023	003866 INNOVATIVE TECH	3791		225.00	225.00	4100-012300-3002-	- -
					7,160.00	7,160.00 *		
6/05/2023	4/01/2023	000331 J A STREET & AS	23		752,310.23	752,310.23	4100-094010-8029-	- -
					752,310.23	752,310.23 *		
6/05/2023	5/03/2023	003621 J.J. KELLER & A	9108009135		464.50	464.50	4100-042400-5401-	- -
					464.50	464.50 *		
6/05/2023	5/25/2023	004944 JACKSON OLLENA	05252023		180.00	180.00	4100-022010-5415-	- -
					180.00	180.00 *		
6/05/2023	5/25/2023	003587 JOHN DEERE FINA	05252023		865.19	865.19	4100-031020-5408-	- -
					865.19	865.19 *		
6/05/2023	5/22/2023	003355 JONES MICHELLE	05222023		21,215.00	21,215.00	4100-035010-5404-	- -
					21,215.00	21,215.00 *		
6/05/2023	4/27/2023	000353 KEGLEY SERVICE	39788		114.50	114.50	4100-022010-5415-	- -
6/05/2023	5/19/2023	000353 KEGLEY SERVICE	40309		149.45	149.45	4100-043020-5408-	- -
6/05/2023	4/11/2023	000353 KEGLEY SERVICE	39339		20.00	20.00	4100-031020-5408-	- -

DUE DATE	INV DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT	P.O.#
6/05/2023	4/14/2023	000353 KEGLEY SERVICE	39754		50.00	50.00	4100-031020-5408-	-
					333.95	333.95 *		
6/05/2023	5/08/2023	000359 KWIK KAFE	3510:709722		40.00	40.00	4100-012010-5401-	-
					40.00	40.00 *		
6/05/2023	5/23/2023	004546 LEAF	14785302	10	95.52	95.52	4100-073010-3002-	-
					95.52	95.52 *		
6/05/2023	7/21/2023	005054 LEONARDOMUSIC	07212023	10	600.00	600.00	4100-073010-5413-	-
					600.00	600.00 *		
6/05/2023	5/10/2023	004948 LYTTLE SHILOH	05102023		81.87	81.87	4100-011010-5501-	-
					81.87	81.87 *		
6/05/2023	6/13/2023	003516 MATT FORE ENTER	06132023	10	850.00	850.00	4100-073010-5413-	-
					850.00	850.00 *		
6/05/2023	4/20/2023	003387 MOBILE COMMUNIC	354002570-1		2,105.38	2,105.38	4100-031020-7003-	-
6/05/2023	5/01/2023	003387 MOBILE COMMUNIC	80107203		790.00	790.00	4100-031020-7003-	-
					2,895.38	2,895.38 *		
6/05/2023	6/05/2023	003474 MONK HARRY J	MAR-JUNE 2023		1,626.00	1,626.00	4100-013010-1008-	-
					1,626.00	1,626.00 *		
6/05/2023	5/23/2023	004926 MORGAN MCCLURE	39031		233.37	233.37	4100-035010-5408-	-
					233.37	233.37 *		
6/05/2023	5/12/2023	004200 MORROW, ERIC	269		1,000.00	1,000.00	4100-012100-3006-	-
					1,000.00	1,000.00 *		
6/05/2023	5/02/2023	004271 MOTOROLA SOLUTI	8281621168		161.08	161.08	4100-031020-5408-	-
6/05/2023	5/04/2023	004271 MOTOROLA SOLUTI	8281622511		655.14	655.14	4100-031020-7003-	-
					816.22	816.22 *		
6/05/2023	5/11/2023	004511 NATIONAL TEST S	67661		1,667.85	1,667.85	4100-022010-5415-	-
					1,667.85	1,667.85 *		
6/05/2023	4/17/2023	003123 O'REILLY AUTO P	1943-100724		11.99	11.99	4100-022010-5415-	-
6/05/2023	4/19/2023	003123 O'REILLY AUTO P	1943-100985		29.98	29.98	4100-022010-5415-	-
					41.97	41.97 *		
6/05/2023	5/23/2023	000904 OLD DOMINION PO	05232023		30.13	30.13	4100-043020-5101-	-
					30.13	30.13 *		
6/05/2023	5/02/2023	004608 PIERCE METALS,	21088TB3289		5,395.00	5,395.00	4100-094010-8029-	-
6/05/2023	5/19/2023	004608 PIERCE METALS,	21088TB3367		26,050.00	26,050.00	4100-094010-8029-	-
					31,445.00	31,445.00 *		
6/05/2023	5/01/2023	002866 PROQUEST	70775192	10	1,556.60	1,556.60	4100-073010-5411-	-
					1,556.60	1,556.60 *		
6/05/2023	5/21/2023	003367 QUADIENT FINANC	05212023		150.00	150.00	4100-031020-5201-	-
					150.00	150.00 *		
6/05/2023	5/16/2023	004581 RFC COMPANY	376-S101244808		499.95	499.95	4100-043020-5101-	-
					499.95	499.95 *		
6/05/2023	5/12/2023	002812 RICOH USA, INC	38079849		202.54	202.54	4100-031020-3005-	-
6/05/2023	5/12/2023	002812 RICOH USA, INC	38079966		166.90	166.90	4100-022010-5401-	-
6/05/2023	5/12/2023	002812 RICOH USA, INC	38080094		100.56	100.56	4100-031020-3005-	-
6/05/2023	5/12/2023	002812 RICOH USA, INC	38080199		109.39	109.39	4100-021020-3005-	-
6/05/2023	5/12/2023	002812 RICOH USA, INC	38080255		116.15	116.15	4100-032050-3005-	-
6/05/2023	5/12/2023	002812 RICOH USA, INC	38080384		255.17	255.17	4100-012010-3005-	-
6/05/2023	5/12/2023	002812 RICOH USA, INC	38080412		67.02	67.02	4100-021020-3005-	-
6/05/2023	5/12/2023	002812 RICOH USA, INC	38080569		96.97	96.97	4100-034010-5401-	-
6/05/2023	5/12/2023	002812 RICOH USA, INC	38080618		56.81	56.81	4100-022010-5415-	-
6/05/2023	5/12/2023	002812 RICOH USA, INC	38080637		255.17	255.17	4100-012090-5401-	-
6/05/2023	5/12/2023	002812 RICOH USA, INC	38080681		158.59	158.59	4100-032050-3005-	-
6/05/2023	5/12/2023	002812 RICOH USA, INC	38080748		84.03	84.03	4100-035010-5401-	-
6/05/2023	5/12/2023	002812 RICOH USA, INC	38080792		39.09	39.09	4100-031020-3005-	-
6/05/2023	5/23/2023	002812 RICOH USA, INC	506736192		883.43	883.43	4100-022010-5415-	-
					2,591.82	2,591.82 *		

DUE DATE	INV. DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT	P.O.#
6/05/2023	4/28/2023	004981 ROCKY TOP MATER	18006945-00		2,640.12	2,640.12	4100-094010-8029-	-
					2,640.12	2,640.12 *		
6/05/2023	5/24/2023	000663 RUSSELL COUNTY	MAY 23 WWTP	2	7,800.64	7,800.64	4100-082010-8025-	-
6/05/2023	5/20/2023	000663 RUSSELL COUNTY	MAY-23	1	7,740.00	7,740.00	4100-095010-9130-	-
					15,540.64	15,540.64 *		
6/05/2023	5/05/2023	000594 SAM'S CLUB/GECR	05052023		653.66	653.66	4100-094010-7061-	-
6/05/2023	5/05/2023	000594 SAM'S CLUB/GECR	05052023		43.11	43.11	4100-094010-7061-	-
					696.77	696.77 *		
6/05/2023	6/05/2023	004017 SCOTT HERBERT W	MAR-JUNE 2023		813.00	813.00	4100-013010-1008-	-
					813.00	813.00 *		
6/05/2023	5/16/2023	003380 SHENTEL	05162023		130.38	130.38	4100-012010-5413-	-
6/05/2023	5/16/2023	003380 SHENTEL	05162023		130.38	130.38	4100-031020-5203-	-
6/05/2023	5/16/2023	003380 SHENTEL	05162023		126.39	126.39	4100-031020-5203-	-
6/05/2023	4/25/2023	003380 SHENTEL	04252023		71.38	71.38	4100-013020-5413-	-
6/05/2023	5/23/2023	003380 SHENTEL	05222023-		145.68	145.68	4100-035050-5413-	-
6/05/2023	5/25/2023	003380 SHENTEL	05252023		280.40	280.40	4100-012130-5203-	-
					884.61	884.61 *		
6/05/2023	5/12/2023	001809 SHIELDS ELECTRO	BP222487		72.86	72.86	4100-043020-5407-	-
6/05/2023	5/22/2023	001809 SHIELDS ELECTRO	BP222490		84.97	84.97	4100-043020-5407-	-
					157.83	157.83 *		
6/05/2023	5/25/2023	001299 SIGN SHOP OF SO	4040		645.00	645.00	4100-094010-8032-	-
					645.00	645.00 *		
6/05/2023	1/24/2023	004811 SIGNALSCAPE INC	16		736.32	736.32	4100-031020-5409-	-
					736.32	736.32 *		
6/05/2023	5/01/2023	004710 SKANSKA USA BUI	2220802-35		17,139.00	17,139.00	4100-094010-8029-	-
					17,139.00	17,139.00 *		
6/05/2023	4/12/2023	002550 SOUTHWEST SHRED	28861		1,000.00	1,000.00	4100-042400-5414-	-
					1,000.00	1,000.00 *		
6/05/2023	5/17/2023	001700 SOUTHWEST VA VE	152389		8,321.24	8,321.24	4100-035010-5404-	-
6/05/2023	5/18/2023	001700 SOUTHWEST VA VE	152431		411.40	411.40	4100-031020-5409-	-
					8,732.64	8,732.64 *		
6/05/2023	5/18/2023	002562 STERICYCLE INC	8003945343		174.86	174.86	4100-021060-5401-	-
6/05/2023	5/18/2023	002562 STERICYCLE INC	8003945343		29.72	29.72	4100-012010-5401-	-
6/05/2023	5/18/2023	002562 STERICYCLE INC	8003945343		29.72	29.72	4100-012090-5401-	-
6/05/2023	5/18/2023	002562 STERICYCLE INC	8003945343		29.72	29.72	4100-012130-5401-	-
6/05/2023	4/18/2023	002562 STERICYCLE INC	8003753663		50.24	50.24	4100-021060-5401-	-
6/05/2023	4/18/2023	002562 STERICYCLE INC	8003753663		17.01	17.01	4100-012010-5401-	-
6/05/2023	4/18/2023	002562 STERICYCLE INC	8003753663		17.01	17.01	4100-012090-5401-	-
6/05/2023	4/18/2023	002562 STERICYCLE INC	8003753663		17.02	17.02	4100-012130-5401-	-
					365.30	365.30 *		
6/05/2023	5/25/2023	001029 SWEENEY FREDA	05252023		18.99	18.99	4100-012090-5401-	-
					18.99	18.99 *		
6/05/2023	7/12/2023	005055 TAMPA TAIKO LLC	07122023	10	600.00	600.00	4100-073010-5413-	-
					600.00	600.00 *		
6/05/2023	5/12/2023	003698 THE HOME DEPOT	05122023		84.91	84.91	4100-043020-5407-	-
6/05/2023	5/12/2023	003698 THE HOME DEPOT	05122023		419.00	419.00	4100-042400-5407-	-
					503.91	503.91 *		
6/05/2023	4/30/2023	000366 THE LEBANON NEW	04302023		660.86	660.86	4100-011010-3007-	-
6/05/2023	4/30/2023	000366 THE LEBANON NEW	04302023-		36.40	36.40	4100-013020-3007-	-
6/05/2023	6/05/2023	000366 THE LEBANON NEW	06052023	10	34.00	34.00	4100-073010-5411-	-
					731.26	731.26 *		
6/05/2023	5/12/2023	003513 THE SHERWIN-WIL	9114-1		287.15	287.15	4100-071040-5600-	-
					287.15	287.15 *		
6/05/2023	5/05/2023	001580 TOWN OF CLEVELA	FY23 FIREWORKS		500.00	500.00	4100-091000-5099-	-
					500.00	500.00 *		

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
6/05/2023	5/22/2023	000680 TOWN OF HONAKER	05222023		500.00	500.00	4100-091000-5099-	- -
					500.00	500.00 *		
6/05/2023	4/20/2023	002133 TREASURER OF VI	04202023		40.00	40.00	4100-035030-3001-	- -
6/05/2023	5/10/2023	002133 TREASURER OF VI	05102023		20.00	20.00	4100-035030-3001-	- -
					60.00	60.00 *		
6/05/2023	4/20/2023	000700 TRI CITY BUSINE	AR32471	10	173.28	173.28	4100-073010-3002-	- -
					173.28	173.28 *		
6/05/2023	4/21/2023	004678 ULTRA BRIGHT LI	W154759		265.96	265.96	4100-031020-5408-	- -
					265.96	265.96 *		
6/05/2023	5/23/2023	003965 UNIFIRST CORPOR	1730067237		14.59	14.59	4100-043020-3008-	- -
6/05/2023	5/23/2023	003965 UNIFIRST CORPOR	1730067269		19.98	19.98	4100-043020-3008-	- -
6/05/2023	5/23/2023	003965 UNIFIRST CORPOR	1730067273		29.28	29.28	4100-043020-3008-	- -
					63.85	63.85 *		
6/05/2023	5/26/2023	000758 WALLACE FURNITU	133113		132.24	132.24	4100-071040-5613-	- -
					132.24	132.24 *		
6/05/2023	5/25/2023	004278 WELLS FARGO VEN	107253138		158.05	158.05	4100-031020-3005-	- -
					158.05	158.05 *		
6/05/2023	5/23/2023	004837 WEX ENTERPRISE	89335087		17,247.96	17,247.96	4100-031020-5408-	- -
					17,247.96	17,247.96 *		
6/05/2023	5/25/2023	002549 WHITE CRYSTAL	05252023		20.88	20.88	4100-012090-5401-	- -
					20.88	20.88 *		
6/05/2023	5/02/2023	000219 XPRESS LUBE	EQUINOX		48.59	48.59	4100-031020-5408-	- -
					48.59	48.59 *		
		TOTAL FOR DUE DATE 6/05/2023			1,059,064.11	1,059,064.11		
		TOTAL DUE FOR FUND- 4100			1,059,064.11	1,059,064.11		

<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>
6/05/2023	5/10/2023	002814 ULINE	163482681		443.19	443.19	4211-042400-5407-	-
					443.19	443.19 *		
			TOTAL FOR DUE DATE 6/05/2023		443.19	443.19		
			TOTAL DUE FOR FUND- 4211		443.19	443.19		

<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>
6/05/2023	5/15/2023	004982 AMAZON CAPITAL	1FCW-DY1G-KLPH		23.71	23.71	4839-083990-5407-	-
					23.71	23.71 *		
6/05/2023	5/22/2023	000082 VERIZON	05222023		77.71	77.71	4839-083990-5203-	-
					77.71	77.71 *		
		TOTAL FOR DUE DATE 6/05/2023			101.42	101.42		
		TOTAL DUE FOR FUND- 4839			101.42	101.42		
		NON-DIRECT DEPOSIT			1,059,608.72	1,059,608.72		
		DIRECT DEPOSIT			.00	.00		
		E-Payable Total			.00	.00		
		FINAL DUE			1,059,608.72	1,059,608.72		
						.00		



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item: B-3
Presenter: Chairperson

Meeting: 6/5/23 6:00 PM

Board Appointments

RC Library Board

Yvonne Dye	3-Year Term	June 30, 2023
Susan Breeding	3-Year Term	June 30, 2023

RC Department of Social Services (DSS)

Brian Ferguson	4-Year Term	June 30, 2023
Sharon Owens	4-Year Term	June 30, 2023

RC Public Service Authority (PSA)

Thomas Tignor	4-Year Term	June 24, 2023
----------------------	--------------------	----------------------

Staff Recommendation:

Presentation – Informational Only.

Suggested Motion:

Board Discretion.

ATTACHMENTS:

Various



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item D-1 – D-12
Presenter: Administrator

Meeting: 6/5/23 6:00 PM

County Administrator Reports & Requests

The County Administrator Reports & Request for June 2023:

REPORTS

1. Steve Dye – Russell County Sheriff Resignation.....D-1
2. DEQ Report - Clinch River CCR Surface Impoundment Pond 1 & Pond 2 – Permit #620 & #624.....D-2
3. Bristol Transportation District Regional Improvement Board.....D-3
4. VDOT Monthly Road System Report.....D-4
5. VACO Legislative Summary.....D-5

REQUESTS

6. VDOT Resolution to Dismiss Petition for Abandonment of Rte. 871.....D-6
7. VDOT Request for Abandonment of Pedestrian Footbridges - FB9000-Route 640 Pedestrian Footbridge over Clinch River; FB9002-Route 723 Pedestrian Footbridge over Clinch River.....D-7
8. BOS FY 2023/24 County Budget Meeting Date.....D-8
9. Virginia Supreme Court Declaration of State Holiday – July 3rd, 2023.....D-9
10. BOS July 2023 Regular Board Meeting Date.....D-10
11. CPRWMA Disposal & Solid Waste Transportation Contract.....D-11
12. Resolution Supporting Temporary Closure of Route 687 for Bridge Replacement.....D-12

STAFF RECOMMENDATION(s):

Board Discretion.

SUGGESTED MOTION(s):

Board Discretion.



RUSSELL COUNTY SHERIFF'S OFFICE

79 Rogers Avenue
Lebanon, VA 24266

sheriff@russellcountyva.us

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

Steve Dye, Sheriff

May 31, 2023

The Honorable Michael L. Moore
Circuit Court Judge
Russell County Courthouse
Lebanon, Virginia 24266

Your Honor,

The purpose of this letter is to inform you that I will be retiring from my position as Sheriff of Russell County at the end of the day, June 30, 2023.

It has been an honor to serve the citizens of Russell County for the past 36 years and 8 months. I thank God for every day that he has allowed me to be a member of the Russell County Sheriff's Office.

I have spoken with my Chief Deputy, Bill Watson, who is aware of the provisions set forth in the Code of Virginia and is willing and capable of assuming the position as Sheriff of Russell County, Virginia in order to finish out my term.

Thank you for your consideration.

Sincerely yours,

A handwritten signature in black ink that reads 'Steve Dye'. The signature is fluid and cursive, with a large 'D' and 'y'.

Steve Dye
Sheriff

SLD/rco



Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

SOUTHWEST REGIONAL OFFICE
355-A Deadmore Street, Abingdon, Virginia 24210
(276) 676-4800 FAX (804) 698-4178

www.deq.virginia.gov

Travis A. Voyles
Secretary of Natural and Historic Resources

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

Jeffrey Hurst
Regional Director

May 9, 2023

Ms. Jill Parker-Witt, P.E.
Appalachian Power
502 N Allen Ave.
Shreveport, LA 71101-2669

**RE: Clinch River CCR Surface Impoundment Pond 1
Russell County, Virginia
Minor Modification 08, Permit #620**

Dear Ms. Parker-Witt:

The Department of Environmental Quality (DEQ) Southwest Regional Office (SWRO) has reviewed the submitted minor modification request to incorporate alternate groundwater protection standards (GPS) for cobalt, lead, lithium and molybdenum. These alternate GPS were established by EPA in the 2018 amendment to the CCR Rule effective on July 30, 2018. The use of an alternate GPS for boron per the Virginia Unified Risk Assessment Model (VURAM) is also being requested which is consistent with EPA's proposed rule published in the Federal Register dated March 15, 2018 [Hazardous and Solid Waste Management System: Disposal of Coal Combustion Residuals from Electric Utilities; Amendments to the National Minimum Criteria (Phase One)]. The request was submitted by Appalachian Power on March 16, 2023.

This request has been reviewed for technical adequacy and regulatory compliance and appears to meet the requirements of 40 CFR 257.95, CCR Surface Impoundments in §9 VAC 20-81-100 through 260, and the Part B Permit in §9 VAC 20-81-475.

In accordance with 9 VAC 20-81-600.F.2.c. of the Virginia Solid Waste Management Regulations (VSWMR, 9 VAC 20-81 *et seq.*), incorporation of these changes to the definition of allowable groundwater protection standards (GPS) into Permit No. SWP620 is a minor modification requiring director approval. In order to document this modification, please incorporate a copy of this letter and Permit Module XI – Modified Assessment Monitoring into each copy of SWP620. The revisions to the

Clinch River CCR Surface Impoundment Pond 1
Russell County, Virginia
Permit #620
Amendment 08 (Minor)
May 9, 2023
Page 2

allowable GPS shall be considered effective as of the date of this letter and may be used during future compliance monitoring events undertaken at the facility.

As provided by Rule 2A:2 of the Supreme Court of Virginia, you have 30 days from the date of service of this decision to initiate an appeal of this decision, by filing notice with:

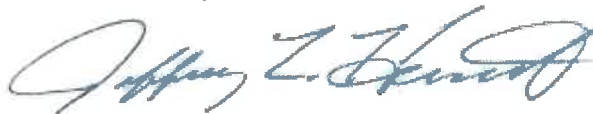
Michael S. Rolband, Director
Virginia Department of Environmental Quality
ATTN: Division of Land Protection & Revitalization
P.O. Box 1105
Richmond, Virginia 23218

In the event that this decision is served to you by mail, three days are added to that period. Please refer to Part Two of the rules of the Supreme Court of Virginia, which describes the required content of the Notice of Appeal, including specification of the Circuit Court to which an appeal is taken, and additional requirements governing appeals from decisions of administrative agencies.

In accordance with 9 VAC 20-81-600.F.2.d., the permittee is required to notify the local governing body of this modification within 90 days of this letter. Mr. Lonzo Lester, Russell County Administrator, is copied on this letter to satisfy this requirement.

Please note that it is the responsibility of applicant to obtain any other permits or authorizations that may be necessary. If there are any questions, please contact Daniel P. Scott, PE (Solid Waste Permits) at (276) 698-7546 or email at daniel.scott@deq.virginia.gov, or John D. Surber, Jr., (Groundwater Permits) at (276) 608-8574 or email at john.surber@deq.virginia.gov.

Sincerely,



Jeffrey L. Hurst
Regional Director
Southwest Regional Office

enc: Module XI

cc: **SWP 620** ECM Permit File (with enclosure)
DEQ CO: Jenny Poland, Geoff Christe (letter only)
DEQ SWRO: Stacy Bowers, John Surber, Daniel Scott, Stephan Martin (letter only)
Mr. David Miller, Appalachian Power (damiller@aep.com, with enc.)
Mr. Lonzo Lester, Russell County Administrator - Lonzo.lester@russellcountyva.us (with enclosure)

PERMIT MODULE XI MODIFIED ASSESSMENT MONITORING

The monitoring program described herein is designed to recognize when impacts to the uppermost aquifer have exceeded natural site background and site-specific groundwater protection standards. The Module combines actions otherwise required in the VSWMR, Detection Monitoring (40 CFR 257.94), Assessment Monitoring (40 CFR 257.95) and includes the requirement that groundwater protection standards be established. Any exceedance of a groundwater protection standard would trigger potential groundwater remediation actions.

Monitoring at this facility will take place under the program described herein and the actions undertaken shall be consistent with 9 VAC 20-81-250 of the VSWMR as well as applicable requirements of 40 CFR 257.90-98 and 257.105-107. Where a groundwater requirement is defined in both 40 CFR 257.90-98 and/or 257.105-107 as well as within the VSWMR or this Module, the stricter of the referenced requirements shall apply.

XI.A. GROUNDWATER COMPLIANCE POINT

XI.A.1. Uppermost Aquifer

- XI.A.1.a Monitoring wells must be installed within the uppermost aquifer on site and shall be screened at depths appropriate to monitor all preferential contaminant migration pathways identified during XI.A.1.c below.
- XI.A.1.b Monitoring wells shall be screened solely within the saturated portion of the aquifer such that at no time during the life of the sampling program, are portions of the well screen exposed to the unsaturated zone or capillary fringe zone, above the zone of saturation.
- XI.A.1.c Characterization of the uppermost aquifer must be determined by completion of a site specific hydrologic investigation prior to monitoring wells being installed onsite. This hydrologic investigation must be completed in a manner consistent with available EPA Resource Conservation and Recovery Act (RCRA) subtitle C, D and/or CCR technical guidance documents.

XI.A.2. Monitoring Well Locations

All wells in the monitoring network must be located at, or as close as practicable to, the CCR unit boundary and be screened within the zone of saturation of the aquifer. Use of nested well pairs screened at different depths below ground surface may be required to monitor all potential contaminant migration pathways identified under XI.A.1.b.

XI.A.3. Location Restrictions

- XI.A.3.a No groundwater point of compliance monitoring well can be located outside of the permitted facility boundary.

XI.A.3.b Newly installed monitoring wells and replacement wells shall not be screened within CCR material.

XI.B. MONITORING NETWORK REQUIREMENTS

XI.B.1. The network shall contain no fewer than one upgradient, and three downgradient wells.

XI.B.2. Installation, Operations and Maintenance

All wells shall be installed, operated and maintained in a manner which allows them to operate as designed during the life of the monitoring program.

XI.B.2.a Wells requiring replacement due to non-performance shall be reported to the Department within 30 days of recognizing the non-performance. The notification shall include a site plan depicting the proposed location for the replacement well(s) for Department review.

XI.B.2.b Wells that require replacement must be replaced prior to the next regularly scheduled groundwater sampling event unless the Director has granted an extension.

XI.B.2.c Any wells that require abandonment shall be sealed and abandoned in accordance with existing EPA Resource Conservation and Recovery Act (RCRA) guidance as well as any applicable state or local requirements.

XI.B.2.d No well onsite shall be abandoned without prior approval from the Director.

XI.B.3. Well Designations

The following wells shall be included in the groundwater monitoring network. Number designations including (d) and (s) shall be used when nested pairs are screened as deep (d) or shallow (s) sampling horizons.

Upgradient/Background Wells			Downgradient Wells	
MW-1601	MW-1708	W-2031	MW-1603	MW-1604
MW-1602	MW-1709	W-2032	MW-1605	MW-1606
MW-1608	MW-1710	CRLE-7	MW-1607	MW-1610
MW-1609	MW-1711	CRLE-10	MW-1612	
MW-1611	MW-1712	CRLE-27		
MW-1707	W-2029			

XI.C. AQUIFER INFORMATION

XI.C.1. Data Acquisition - Requirements

XI.C.1.a Static groundwater elevations shall be:

XI.C.1.a.(1) measured in all monitoring wells prior to purging.

XI.C.1.a.(2) measured to an accuracy of 0.01 foot.

XI.C.1.a.(3) measured each time groundwater is sampled on site.

XI.C.1.a.(4) obtained from all wells in the network within a single 24 hour period to avoid temporal variations/fluctuations in the groundwater table.

XI.C.1.b. Groundwater flow rate and direction shall be determined each time groundwater is sampled on site via a method accepted for use in EPA RCRA groundwater programs.

XI.C.2. Data Acquisition - Response

XI.C.2.a. The Permittee shall evaluate the function of each monitoring network well each time groundwater is sampled. If the evaluation shows that one or more of the well(s) no longer functions in a manner that meets performance requirements of the VSWMR and 40 CFR 257, the Permittee shall:

XI.C.2.a.(1) Within 30 days of recognizing the non-performance, notify the Department of the need to modify the number, location, or depth of the monitoring wells, and provide for Department review, proposed locations for new (replacement) monitoring wells keyed to a site plan.

XI.C.2.a.(2) Complete additions or modifications to the network, prior to the next regularly scheduled groundwater sampling event, unless an extension has been granted by the Director for meeting the monitoring system compliance requirements.

XI.D. SAMPLING ACTIONS

The Permittee shall:

XI.D.1 utilize a groundwater monitoring program and sampling actions that meet the requirements of the VSWMR, 40 CFR 257.90-95 and this Module.

XI.D.2 collect and analyze unfiltered samples of groundwater from each monitoring well sampled consistent with 40 CFR 257.93.(h).(2).(i).

XI.D.3 utilize EPA SW-846 analytical methods (as amended) conducted at a VELAP accredited laboratory,

XI.D.4 provide the Department final laboratory results as total metals (parts per billion) for all metals constituents listed.

XI.D.5 provide final results showing total Chromium and (speciation of) total hexavalent Chromium.

XI.E. SAMPLING FREQUENCY

The Permittee shall, during the active life and post-closure care periods, sample and analyze groundwater from all monitoring wells on a semi-annual basis, which shall be an interval corresponding to approximately 180 days. For the purposes of scheduling monitoring activities, sampling within 30 days of the 180-day interval will be considered ‘semiannual’.

XI.F. SAMPLING LIST

XI.F.1. All 40 CFR 257 Appendix III constituents.

XI.F.2. All 40 CFR 257 Appendix IV constituents.

XI.F.3 VSWMR Table 3.1 constituents Copper, Cyanide, Nickel, Silver, Sulfide, Tin, Vanadium, and Zinc.

XI.F.4. Speciation of Chromium (Total Chromium and Hexavalent Chromium).

XI.F.5. The sampling list shall be included in the site *Groundwater Monitoring Plan* and shall be updated by the owner or operator as directed by the Director.

XI.G. DETERMINATION OF BACKGROUND & GPS

XI.G.1 The Permittee shall establish site-specific background values for the constituents of XI.F in a manner consistent with EPA requirements within 40 CFR 257.93.(d) and 94.(b).

XI.G.2 Consistent with requirements of Modified Assessment monitoring, the Permittee shall establish site-specific Groundwater Protection Standards (GPS) using:

XI.G.2.a The process defined under 40 CFR 257.95.(h) for the constituents contained under XI.F.2, XI.F.3 and Boron,

XI.G.2.b EPA’s alternate GPS published in the CCR Rule for Cobalt, Lithium, Lead, and Molybdenum, and

XI.G.2.c The Virginia Unified Risk Assessment Model (VURAM) for Boron

XI.G.3 Groundwater Protection Standards shall be updated as follows:

XI.G.3.a Federal Maximum Contaminant Level-based GPS, immediately upon promulgation of a new or revised Federal MCL.

XI.G.3.b Background-based GPS, every two years such that the eight most recent background well sampling results shall replace the oldest eight background well sampling results.

XI.G.4 For the purposes of this permit for determining an exceedance, upon permit issuance, the MCL or EPA determined alternate GPS published in the CCR rule shall be immediately effective as the GPS. The MCL/alternate GPS shall remain the GPS until such time as the Department approves a site-specific background value for the constituent which is higher than the MCL consistent with XI.G.2.

XI.H. STATISTICAL PROCEDURES

When evaluating the groundwater sampling event results, the Permittee shall:

XI.H.1 Have a qualified professional engineer certify the selected statistical method used by the Permittee is appropriate for evaluating the groundwater monitoring data consistent with 40 CFR 257.93(f)(6). The certification must include a narrative description of the statistical method selected to evaluate the groundwater monitoring data.

XI.H.2 Within 30 days of completion of the laboratory analysis for each semiannual sampling event, determine whether or not there is a statistically significant increase over site background and GPS for each monitoring constituent using an appropriate statistical method.

XI.H.3 For the purpose of this Permit, laboratory analysis is considered complete upon issuance of the final analytical report under laboratory signature.

XI.H.4 If there is a statistically significant increase (SSI) over Facility-specific GPS, the Permittee will notify the DEQ of the SSI over GPS within 44 days of issuance of the laboratory report identifying the constituent(s) which exceed GPS and noting whether the facility intends to identify an Alternate Source for the SSI or begin the initial steps toward groundwater Corrective Action.

XI.I. RECORD-KEEPING REQUIREMENTS

XI.I.1 The Permittee shall comply with the applicable record-keeping and public record internet requirements of 40 CFR 257.

XI.I.2 The Permittee shall retain all records identified under 9 VAC 20-81-250.E.1 as well as 530.B.1 and B.2 throughout the closure and post-closure care period. The records shall be retained within an operating record at the facility or at an alternate location approved by the Director.

XI.I.3 The Regional Director shall be copied on any groundwater report, notification, request, demonstration, certification or documentation submitted pursuant to 40 CFR 257 or 9 VAC 20-81-250.

XI.J. REPORTING REQUIREMENTS

The Permittee shall meet all the reporting and notification requirements of 40 CFR 257 and 9 VAC 20-81-250.E.1 as well as 530.B.1 and B.2 throughout the closure and post-closure care periods.

XI.J.1. Groundwater monitoring reports

XI.J.1.a The Annual groundwater monitoring report shall be due no later than 120 days from the completion of sampling and analysis conducted for the second semi-annual event and no later than January 31 of the following calendar year. The Annual report shall include at a minimum the content found under 9 VAC 20-81-250.E.2.a and 40 CFR 257.90(e)(1-5) and shall be submitted in a format consistent with existing DEQ Submission Instructions.

XI.J.1.b A Semi-annual report shall be due no later than 120 days from the completion of sampling and analysis conducted for the 1st semi-annual groundwater sampling event. The Semi-annual report shall include at a minimum the content found under 9 VAC 20-81-250.E.2.b and shall be submitted in a format consistent with existing DEQ Submission Instructions.

XI.J.2. Facility Background Determination Report

XI.J.2.a Within 30 days of initially establishing background, re-establishing background due to the installation of new monitoring wells or a change in sampling technique, the Permittee shall report the background values and statistical computations forming the basis for those values in a report entitled Facility Background Determination Report.

XI.J.2.b The background determination results shall be submitted in the timeframe defined under 9 VAC 20-81-250.C.3.b.(2).

XI.J.3. Well Installation Report

Within 44 days of well completion, the Permittee shall supply the Director a Well Installation Report containing the well number, surveyed elevation, boring log, casing length, total depth, and a completion diagram for each monitoring well, along with a certification from a qualified professional engineer that the monitoring wells have been installed in accordance with the submitted plans.

XI.J.4. Well Abandonment Report

Within 44 days of well abandonment, the Permittee shall supply the Director a Well Abandonment Report containing information including field methods utilized, and a certification from a qualified professional engineer verifying the well abandonment activities met all applicable requirements.

XI.J.5. Groundwater Protection Standards

The Permittee shall place the GPS listing in the operating record and update that record as needed upon any changes in GPS values.

XI.K. NOTIFICATION REQUIREMENTS

XI.K.1 GPS SSI Notifications shall be submitted to the Director within 44 days of issuance of the laboratory report and shall indicate which groundwater constituent has shown an SSI over Facility-specific GPS.

XI.K.2 Well Non-Performance Notifications shall be submitted to the Director within 30 days of recognizing the non-performance issue.

XI.K.3 Off-site Plume Notifications shall be submitted to the affected landowner and copied to the Director within 15 days of identifying constituents which exceed their GPS.

XI.L. MISCELLANEOUS ALLOWANCES

XI.L.1 Use of Alternate Site Background. The Permittee may request the Director allow site background to be developed using wells that are not hydrologically upgradient of the disposal unit as long as the request addresses the technical criteria contained in VSWMR and 40 CFR 257 and is certified by a qualified professional engineer. Until such time as Director approval is obtained, background shall be determined by sampling wells which are upgradient of the disposal unit.

XI.L.2 Use of Alternate Statistical Method. The Permittee may request the Director allow the use of an Alternate Statistical Method as long as the Permittee can demonstrate the alternate method can meet the technical criteria defined under 9 VAC 20-81-250.D.2 and 40 CFR 257.93(g). Until such time as Director approval is obtained, the statistical test(s) applied to site groundwater data shall be compliant with 9 VAC 20-81-250.D.1 and 40 CFR 257.93(f)(1-5). Whichever method is approved for use at the site, the method should be listed in the facility Groundwater Monitoring Plan.

XI.L.3 Verification Sampling. The Permittee, at any time within 30 days of receipt of the laboratory report for a semi-annual sampling event, may obtain verification samples. Undertaking verification sampling shall not alter the timeframes associated with determining or reporting a statistically significant increase.

XI.L.4 Data Validation. The owner or operator may at any time within the 30 day statistical determination period undertake third-party data validation of the analytical data received from the laboratory. Undertaking such validation efforts shall not alter the timeframes associated with determining or reporting a statistically significant increase.

XI.M. MISCELLANEOUS DEMONSTRATIONS

To address an exceedance which is the result of something other than a release of CCR constituents, the Permittee may submit a report entitled *Alternate Source Demonstration*, certified by a qualified professional engineer for review and approval by the Director, within 90 days of providing the initial SSI notification.

XI.M.1 If a successful demonstration of an alternate source for the noted increase is made by the Permittee and approved by the Director within the 90 day timeframe, the Permittee may continue in the applicable monitoring program as defined in this Permit Module.

XI.M.2 If a successful demonstration of an alternate source for the noted increase is not made by the Permittee within the 90 day timeframe, the Permittee shall take actions required under 9 VAC 20-81-260 and 40 CFR 257 within the required timeframes.

XI.N. PERMIT RELATED DOCUMENTS

The Permittee must have a plan that includes detailed instructions concerning groundwater monitoring. These detailed groundwater monitoring instructions must at a minimum cover the items listed under 9 VAC 20-81-250.A.4.a and other applicable information under 9 VAC 20-81-250. The document containing these instructions, called the *Groundwater Monitoring Plan*, shall be placed in the operating record.

It shall be the responsibility of the Permittee to update this monitoring plan as needed, which may include actions otherwise defined under 9 VAC 20-81-600.A – F, if changes to the monitoring program have taken place since original Plan development.

XI.O. LIMITATIONS/AUTHORITIES

XI.O.1 The groundwater monitoring and reporting requirements set forth here are minimum requirements. The Director may require, by amending the Permit, any owner or operator to install, operate, and maintain a groundwater monitoring system and program that contains requirements more stringent than those of the Regulations whenever it is determined that such requirements are necessary to prevent significant adverse effects on public health or the environment.

XI.O.2 Should information contained in a *Groundwater Monitoring Plan* conflict with any requirement or condition of this Module, the VSWMR, or the EPA CCR Rule, this Module and/or regulatory condition shall prevail over the language in the *Groundwater Monitoring Plan*.

XI.O.3 When the Permittee recognizes a failure to submit any relevant facts or has submitted incorrect information in any groundwater monitoring report to the Director, he shall, within 7 days, submit such omitted facts or the correct information with a full explanation.



Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

SOUTHWEST REGIONAL OFFICE
355-A Deadmore Street, Abingdon, Virginia 24210
(276) 676-4800 FAX (804) 698-4178
www.deq.virginia.gov

Travis A. Voyles
Secretary of Natural and Historic Resources

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

Jeffrey Hurst
Regional Director

May 9, 2023

Ms. Jill Parker-Witt, P.E.
Appalachian Power
502 N Allen Ave.
Shreveport, LA 71101-2669

**RE: Clinch River CCR Surface Impoundment Pond 2
Russell County, Virginia
Minor Modification 03, Permit #624**

Dear Ms. Parker-Witt:

The Department of Environmental Quality (DEQ) Southwest Regional Office (SWRO) has reviewed the submitted minor modification request to incorporate alternate groundwater protection standards (GPS) for cobalt, lead, lithium and molybdenum. These alternate GPS were established by EPA in the 2018 amendment to the CCR Rule effective on July 30, 2018. The use of an alternate GPS for boron per the Virginia Unified Risk Assessment Model (VURAM) is also being requested which is consistent with EPA's proposed rule published in the Federal Register dated March 15, 2018 [Hazardous and Solid Waste Management System: Disposal of Coal Combustion Residuals from Electric Utilities; Amendments to the National Minimum Criteria (Phase One)]. The request was submitted by Appalachian Power on March 16, 2023.

This request has been reviewed for technical adequacy and regulatory compliance and appears to meet the requirements of 9 VAC 20-81-100 through 260 and the facility's permit.

In accordance with 9 VAC 20-81-600.F.2.c. of the Virginia Solid Waste Management Regulations (VSWMR, 9 VAC 20-81 *et seq.*), incorporation of these changes into Permit No. 624 is a minor modification requiring director approval. In order to document this modification, please incorporate a copy of this letter and Permit Module XI into each copy of Permit No. 624. The revisions to the allowable GPS shall be considered effective as of the date of this letter and may be used during future compliance monitoring events undertaken at the facility.

Clinch River CCR Surface Impoundment Pond 2
Russell County, Virginia
Permit #624
Amendment 03 (Minor)
May 9, 2023
Page 2

As provided by Rule 2A:2 of the Supreme Court of Virginia, you have 30 days from the date of service of this decision to initiate an appeal of this decision, by filing notice with:

Michael S. Rolband, Director
Virginia Department of Environmental Quality
ATTN: Division of Land Protection & Revitalization
P.O. Box 1105
Richmond, Virginia 23218

In the event that this decision is served to you by mail, three days are added to that period. Please refer to Part Two of the rules of the Supreme Court of Virginia, which describes the required content of the Notice of Appeal, including specification of the Circuit Court to which an appeal is taken, and additional requirements governing appeals from decisions of administrative agencies.

In accordance with 9 VAC 20-81-600.F.2.d., the permittee is required to notify the local governing body of this modification within 90 days of this letter. Mr. Lonzo Lester, Russell County Administrator, is copied on this letter to satisfy this requirement.

Please note that it is the responsibility of applicant to obtain any other permits or authorizations that may be necessary. If there are any questions, please contact Daniel P. Scott, PE (Solid Waste Permits) at (276) 698-7546 or email at daniel.scott@deq.virginia.gov, or John D. Surber, Jr., (Groundwater Permits) at (276) 608-8574 or email at john.surber@deq.virginia.gov.

Sincerely,



Jeffrey L. Hurst
Regional Director
Southwest Regional Office

enc: Module XI

cc: **SWP 624** ECM Permit File (with enclosure)
DEQ CO: Jenny Poland, Geoff Christe (letter only)
DEQ SWRO: Stacy Bowers, John Surber, Daniel Scott, Stephan Martin (letter only)
Mr. David Miller, Appalachian Power (damiller@aep.com, with enc.)
Mr. Lonzo Lester, Russell County Administrator (Lonzo.lester@russellcountyva.us, with enc.)

PERMIT MODULE XI

PHASE 2 GROUNDWATER MONITORING REQUIREMENTS

The Phase II monitoring program is designed to recognize when waste unit impacts to the uppermost aquifer have exceeded groundwater protection standards and thus trigger potential groundwater remediation actions. Actions undertaken shall be consistent with the requirements of 9 VAC 20-81-250 of the VSWMR and this Permit Module.

XI.A. GROUNDWATER COMPLIANCE POINT

XI.A.1. Uppermost Aquifer

The groundwater monitoring compliance point is the uppermost aquifer [250.A.2.a] which encompasses the entire thickness between the first encounter with groundwater (not to include any perched water) and the first encounter with a confining unit forming the lower boundary of the uppermost aquifer [A.3.f.(1).(b/c)].

XI.A.2. Monitoring Well Locations

XI.A.2.a All wells in the monitoring network must be located at, or as close as practicable to, the CCR unit boundary and be screened within the zone of saturation of the aquifer. Use of nested well pairs screened at different depths below ground surface may be required to monitor all potential contaminant migration pathways

XI.A.2.b Monitoring wells must be installed within the uppermost aquifer on site and shall be screened at depths appropriate to monitor all preferential contaminant migration pathways.

XI.A.2.c Monitoring wells shall be screened solely within the saturated portion of the aquifer such that at no time during the life of the sampling program, are portions of the well screen exposed to the unsaturated zone or capillary fringe zone, above the zone of saturation.

XI.A.3. Location Restrictions

XI.A.3.a. No groundwater point of compliance monitoring well can be located at a distance more than 500 feet away from the disposal unit boundary.

XI.A.3.b. No groundwater point of compliance monitoring well can be located outside of the permitted facility boundary.

XI.A.3.c Newly installed monitoring wells and replacement wells shall not be screened within CCR material.

IX.B. MONITORING NETWORK REQUIREMENTS

XI.B.1. The network shall contain no fewer than one upgradient, and three downgradient wells, and shall meet the network requirements of 250.A.2.a and A.3.a, b, f.

XI.B.2. Installation, Operations and Maintenance

All wells shall be installed, operated and maintained in a manner which allows them to operate as designed during the life of the monitoring program in accordance with requirements of 250.A.3.c-e.

XI.B.2.a Wells requiring replacement due to non-performance shall be reported to the Department within 30 days of recognizing the non-performance. The notification shall include a site plan depicting the proposed location for the replacement well(s) for Department review.

XI.B.2.b Wells that require replacement must be replaced prior to the next regularly scheduled groundwater sampling event unless the Director has granted an extension.

XI.B.2.c Any wells that require abandonment shall be sealed and abandoned in accordance with existing EPA Resource Conservation and Recovery Act (RCRA) guidance as well as any applicable state or local requirements.

XI.B.2.d No well onsite shall be abandoned without prior approval from the Director.

XI.B.3. Well Designations

The following wells shall be included in the groundwater monitoring network. Number designations including (d) and (s) shall be used when nested pairs are screened as deep (d) or shallow (s) sampling horizons.

Upgradient/Background Wells			Downgradient Wells	
MW-1601	MW-1708	W-2031	MW-1701	MW-1702
MW-1602	MW-1709	W-2032	MW-1703	MW-1704
MW-1608	MW-1710	CRLE-7	MW-1706	
MW-1609	MW-1711	CRLE-10		
MW-1611	MW-1712	CRLE-27		
MW-1707	W-2029			

XI.C. AQUIFER INFORMATION

XI.C.1. Aquifer Data Acquisition - Requirements

XI.C.1.a. Static groundwater elevations [250.A.4.c] shall be:

XI.C.1.a.(1). measured in all monitoring wells prior to purging.

XI.C.1.a.(2). measured to an accuracy of 0.01 foot.

XI.C.1.a.(3). measured each time groundwater is sampled on site.

XI.C.1.a.(4) obtained from all wells in the network within a single 24 hour period to avoid temporal variations/fluctuations in the groundwater table.

XI.C.1.b Groundwater flow rate and direction [250.A.4.c] shall be:

XI.C.1.b.(1). determined each time groundwater is sampled on site,

XI.C.1.b.(2). calculated using technical methods accepted for use in EPA RCRA groundwater programs.

XI.C.2. Aquifer Data Acquisition - Response

XI.C.2.a. The Permittee shall evaluate the function of each monitoring network well each time groundwater is sampled. If the evaluation shows that one or more of the well(s) no longer functions in a manner that meets the requirements of 250.A.3.e, the Permittee shall:

XI.C.2.a.(1). Within 30 days of recognizing the non-performance, notify the Department of the need to modify the number, location, or depth of the monitoring wells, and provide for Department review, proposed locations for new (replacement) monitoring wells keyed to a site plan.

XI.C.2.a.(2). Complete additions or modifications to the network, prior to the next regularly scheduled groundwater sampling event, unless an extension has been granted by the Director for meeting the monitoring system compliance requirements under 250.A.3.a.

XI.D. SAMPLING ACTIONS

The Permittee shall:

- XI.D.1. Meet the field sampling and laboratory procedures of 250.A.4.a.
- XI.D.2. Use the analytical methods of EPA SW-846 as amended [250.A.4.b] conducted at a VELAP accredited laboratory.
- XI.D.3. Not filter groundwater samples prior to analysis [250.A.4.b].
- XI.D.4. Provide the Department final laboratory results as total metals (parts per billion) for all metals constituents listed.
- XI.D.5. Provide final results showing total Chromium and (speciation of) total hexavalent Chromium.

XI.E. SAMPLING FREQUENCY

The Permittee shall, during the active life and post-closure care periods, sample and analyze groundwater from all monitoring wells on a semi-annual basis, which shall be an interval corresponding to approximately 180 days. For the purposes of scheduling monitoring activities, sampling within 30 days of the 180-day interval will be considered 'semiannual'.

XI.F. SAMPLING LIST

- XI.F.1. All 40 CFR 257 Appendix III constituents.
- XI.F.2. All 40 CFR 257 Appendix IV constituents.
- XI.F.3. VSWMR Table 3.1 constituents Copper, Cyanide, Nickel, Silver, Sulfide, Tin, Vanadium, and Zinc.
- XI.F.4. Speciation of Chromium (Total Chromium and Hexavalent Chromium).
- XI.F.5. The sampling list shall be included in the site Groundwater Monitoring Plan and shall be updated by the owner or operator as directed by the Director.

XI.G. DETERMINATION OF BACKGROUND & GPS

- XI.G.1. The Permittee shall establish site-specific background values [250.A.4.d – f] for the constituents of XI.F within 18 months of the initial Phase 2 sampling event. Background will be established based on no fewer than eight (8) independent samples.

XI.G.2. The Permittee shall establish site-specific Groundwater Protection Standards (GPS) using:

- XI.G.2.a The process defined under 250.A.6.b.(1-3) for constituents contained under XI.F.2, XI.F.3 and Boron.
- XI.G.2.b EPA's alternate GPS published in the CCR Rule for Cobalt, Lithium, Lead, and Molybdenum, and
- XI.G.2.c The Virginia Unified Risk Assessment Model (VURAM) for Boron.
- XI.G.2.d GPS shall be proposed within the timelines of C.3.c.

XI.G.3. Groundwater Protection Standards shall be updated as follows:

- XI.G.3.a Federal Maximum Contaminant Level-based GPS, immediately upon promulgation of a new or revised Federal MCL.
- XI.G.3.b Background-based GPS, every two years such that the eight most recent background well sampling results shall replace the oldest eight background well sampling results.

XI.G.4 For the purposes of this permit for determining an exceedance, upon permit issuance, the MCL or EPA determined alternate GPS published in the CCR rule shall be immediately effective as the GPS. The MCL/alternate GPS shall remain the GPS until such time as the Department approves a site-specific background value for the constituent which is higher than the MCL consistent with XI.G.2.

XI.H. STATISTICAL PROCEDURES

When evaluating the groundwater sampling event results, the Permittee shall:

XI.H.1 within 30 days of completion of the laboratory analysis for each sampling event [250.A.4.h.(2)], determine whether or not there is a statistically significant increase over site background and GPS for each monitoring constituent using a method meeting the requirements of 250.A.4.h.(1) and A.4.g and D.

XI.H.1.a. For GPS based on Federal Maximum Contaminant Levels, the comparison of analytical results from the downgradient wells shall be based on either a point to point comparison to the GPS, or a statistical comparison using 95% Lower Confidence Limit derived from at a minimum four independent sampling events completed during the compliance period.

XI.H.1.b. For GPS based on statistically calculated site background, the comparison of analytical results from the downgradient wells shall be based on a point to point comparison to the GPS.

XI.H.2. For the purpose of this Permit, laboratory analysis is considered complete upon issuance of the final analytical report under laboratory signature.

XI.I. GPS EXCEEDANCE ACTIONS

If the statistical comparisons required under the monitoring program show no exceedances, the Permittee shall continue monitoring groundwater within the current program.

When a Permittee has determined there has been an SSI exceedance over GPS for one or more of the constituents contained under XI.F.2, XI.F.3 and/or Boron, the Permittee shall upon the end of the 30-day SSI determination period allowed by 250.A.4.h.(2), notify the Director within the timeframe of 250.C.3.e.(3).(a). The notification must indicate which groundwater monitoring constituents have shown statistically significant increases over GPS and describe whether the Permittee shall:

- XI.I.1. initiate Corrective Actions described under 260.C within the timeframes of 260.C.1 including defining the horizontal and lateral extent of the GPS exceeding release [260.C.1.a], as well as the actions described under 260.C.1.b-e. or
- XI.I.2. submit an Alternate Source Demonstration meeting the content requirements and timeframes of 250.A.5.a., b. Unless Director approval of the demonstration is obtained, the Permittee shall follow the sampling requirements and timeframes required of Corrective Actions in response to a GPS exceedance.

XI.J. RECORD-KEEPING REQUIREMENTS

The Permittee shall retain all records identified under 250.E.1 as well as 530.B.1 and B.2 throughout the facility active life (including closure) and post-closure care period. The records shall be retained at the facility or another location approved by the Director.

XI.K. REPORTING REQUIREMENTS

- XI.K.1. Annual groundwater reports containing, at a minimum, content under 250.E.2.a.(2), shall be submitted to the Director within the timeframes of 250.E.2.a.(1). The Annual Report shall be submitted in a format consistent with existing DEQ Submission Instructions.
- XI.K.2. Semi-annual groundwater reports containing at a minimum, groundwater flow rate and direction determinations [250.A.4.c], statistical comparison results [250.C.3] and content defined under 250.E.2.b.(1), shall be submitted to the Department within the timeframes of 250.E.2.b.(1) unless qualifying facilities have received a variance from this requirement. The Semi-Annual Report shall be submitted in a format consistent with existing DEQ Submission Instructions.
- XI.K.3. Within 30 days of initially establishing background, or re-establishing background due to the installation of new monitoring wells, or a change in sampling technique, the Permittee shall report the background values and statistical computations forming the basis for those values in a report entitled Facility Background Determination Report. The background determination results shall be submitted in the timeframe defined under 250.C.3.b.(2).

XI.K.4. Within 44 days of well completion, the Permittee shall supply the Director a Well Installation Report containing the well number, surveyed elevation, boring log [250.A.3.d], casing length, total depth, and a completion diagram [250.E.1.c] for each monitoring well, along with a certification [250.A.3.g] from a qualified groundwater scientist that the monitoring wells have been installed in accordance with the submitted plans.

XI.K.5. Within 44 days of well abandonment, the Permittee shall supply the Director a Well Abandonment Report containing information including field methods utilized, and a certification from a qualified groundwater scientist verifying the well abandonment activities met all applicable requirements [250.E.1.c].

XI.K.6. The Permittee shall place the GPS listing in the operating record [250.A.6.c] and update that record as needed upon any changes in GPS values.

XI.L. NOTIFICATION REQUIREMENTS

XI.L.1. GPS SSI Notifications shall be submitted to the Director within the timeframes noted under 250.C.3.e.(3)(a).

XI.L.2. Well Non-Performance Notifications shall be submitted to the Director within 30 days of recognizing the non-performance issue in order to meet 530.C.1 - 3.

XI.L.3. Off-site Plume Notifications shall be submitted to the affected landowner [260.C.1.b] and copied to the Director within 15 days of identifying the impacts.

XI.M. MISCELLANEOUS ALLOWANCES

XI.M.1. Use of Alternate Site Background. The Permittee may request the Director allow site background to be developed using wells that are not hydrologically upgradient of the disposal unit as long as the request addresses the technical criteria contained under 250.A.4.e and is certified by a qualified groundwater scientist. Until such time as Director approval is obtained, background shall be determined by sampling wells which are upgradient of the disposal unit and meet the requirements of 250.A.3.f.(2).

XI.M.2. Use of Alternate Statistical Method. The Permittee may request the Director allow the use of an Alternate Statistical Method as long as the Permittee can demonstrate the alternate method can meet the technical criteria defined under 250.D.2. Until such time as Director approval is obtained, the statistical test(s) applied to site groundwater data shall be from 250.D.1. Whichever method is approved for use at the site, the method should be listed in the facility Groundwater Monitoring Plan as required under 250.A.4.g.

XI.M.3. Verification Sampling. The Permittee, at any time within the 30 day statistical determination period defined under 250.A.4.h.(2), may obtain verification samples. Undertaking verification sampling shall not alter the timeframes associated with determining or reporting a statistically significant increase as otherwise defined under 250.A.4.i.

XI.M.4. Data Validation. The owner or operator may at any time within the 30 day statistical determination period defined under 250.A.4.h.(2) undertake third-party data validation of the analytical data received from the laboratory. Undertaking such validation efforts shall not alter the timeframes associated with determining or reporting a statistically significant increase as otherwise defined under 250.A.4.j.

XI.M.5. When the Permittee recognizes a failure to submit any relevant facts or has submitted incorrect information in any groundwater monitoring report to the Director, the Permittee shall, within 7 days, submit such omitted facts or the correct information with a full explanation [530.E].

XI.N. MISCELLANEOUS DEMONSTRATIONS

XI.N.1. To address an exceedance which is the result of something other than a release of CCR constituents, the Permittee may submit a report entitled *Alternate Source Demonstration*, certified by a qualified groundwater scientist, for review by the Director within 90 days of providing the SSI notification unless the submission and approval timeframe has been extended by the Director for good cause [250.A.5.b].

XI.N.1.a. If a successful demonstration of an alternate source for the noted increase is made by the Permittee and approved by the Director within the 90 day timeframe, the Permittee may continue in the applicable monitoring program as defined in this Permit Module.

XI.N.1.b. If a successful demonstration of an alternate source for the noted increase is not made by the Permittee within the 90 day timeframe, the Permittee shall take actions required under 250.A.5.c.(3) within Regulatory timeframes unless an extension has been granted by the Director.

XI.N.2. The Permittee may submit to the Director a *Multi-unit Groundwater Monitoring System Demonstration* containing the content defined under A.3.b and certified by a qualified groundwater scientist, when he feels that the implementation of such a monitoring system will be as protective of human health and the environment as individual systems would be.

XI.N.2.a. If a successful demonstration is made and approved by the Director, the Permittee may discontinue use of individual monitoring systems and institute the monitoring of a multi-unit system.

X.N.2.b. If a successful demonstration is not made, the Permittee shall initiate (or continue) to monitor individual networks under the applicable monitoring program.

XI.N.3. The Permittee may request the Director suspend groundwater monitoring requirements by submitting a *No-Potential-Migration Demonstration*, certified by a qualified groundwater scientist, meeting the technical requirements of 250.A.1.c.

X.N.3.a. If a successful demonstration is made and approved by the Director, the Permittee may suspend groundwater monitoring actions.

X.N.3.b. If a successful demonstration is not made, the Permittee shall continue monitoring as required under C.3.

XI.O. PERMIT DOCUMENTS

As required under 470.A.1, the Permittee must have Design Plans that include detailed instructions concerning groundwater monitoring [470.A.1.g]. These detailed groundwater monitoring instructions must at a minimum cover the items listed under 250.A.4.a and applicable information under 250 and 260. The document containing these instructions, called the *Groundwater Monitoring Plan*, shall be placed in the operating record.

It shall be the responsibility of the Permittee to update this monitoring plan as needed [250.C.3.d], which may include actions otherwise defined under 600.A – F, if changes to the monitoring program have taken place since original Plan development.

XI.P. LIMITATIONS/AUTHORITIES

XI.P.1. Solid waste shall not be deposited in or permitted to enter any surface waters or groundwater [240.C.10].

XI.P.2. Should information contained in any Permittee authored document referenced in this Module conflict with any requirement or condition of this Module, or requirements found within 9 VAC 20-81-10 et seq., as amended, the Module condition and/or Regulatory requirement shall prevail over the language in the Permittee supplied document [35.D and 490.E] unless it can be demonstrated that a Variance from that regulatory requirement has been granted by the Director following the procedures under 700 et seq.

XI.P.3. The groundwater monitoring and reporting requirements set forth here are minimum requirements. The Director may require, by amending the Permit, any owner or operator to install, operate, and maintain a groundwater monitoring system and program that contains requirements more stringent than those of the Regulations whenever it is determined that such requirements are necessary to prevent significant adverse effects on public health or the environment [250.A.2.c].

Bristol Transportation District Regional Improvement Comm

Balance Sheet

As of April 30, 2023

Apr 30, 23

ASSETS	
Current Assets	
Checking/Savings	
First Sentinel Bank - 101000417	6,269,336.95
Total Checking/Savings	<u>6,269,336.95</u>
Total Current Assets	<u>6,269,336.95</u>
TOTAL ASSETS	<u>6,269,336.95</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	950.00
Total Accounts Payable	<u>950.00</u>
Total Current Liabilities	<u>950.00</u>
Total Liabilities	950.00
Equity	
Net Income	<u>6,268,386.95</u>
Total Equity	<u>6,268,386.95</u>
TOTAL LIABILITIES & EQUITY	<u>6,269,336.95</u>

These financial statements have not been subjected to an audit, review or compilation engagement and no assurance is provided on them. Substantially all disclosures required by the accrual basis of accounting omitted.

Bristol Transportation District Regional Improvement Comm

Profit & Loss

July 2022 through April 2023

	<u>Jul '22 - Apr 23</u>
Ordinary Income/Expense	
Income	
Direct Public Support	
State Contributions	6,210,360.87
Total Direct Public Support	<u>6,210,360.87</u>
Investments	
Interest-Savings, Short-term CD	60,451.08
Total Investments	<u>60,451.08</u>
Total Income	6,270,811.95
Expense	
Contract Services	
Accounting Fees	950.00
Total Contract Services	<u>950.00</u>
Other Types of Expenses	
Insurance - Liability, D and O	1,475.00
Total Other Types of Expenses	<u>1,475.00</u>
Total Expense	<u>2,425.00</u>
Net Ordinary Income	6,268,386.95
Net Income	<u><u>6,268,386.95</u></u>

These financial statements have not been subjected to an audit, review or compilation engagement and no assurance is provided on them. Substantially all disclosures required by the accrual basis of accounting omitted.

General Ledger

As of April 30, 2023

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
First Sentinel Bank - 101000417									0.00
Deposit	10/24/2022				Deposit	State Contributi...	1,559,811.48		1,559,811.48
Deposit	10/31/2022				Interest	Interest-Saving...	822.64		1,560,634.12
Deposit	11/30/2022				Interest	Interest-Saving...	3,527.46		1,564,161.58
Deposit	12/31/2022				Interest	Interest-Saving...	4,563.92		1,568,725.50
Deposit	01/17/2023				Deposit	State Contributi...	2,465,981.88		4,034,707.38
Bill Pmt -Check	01/30/2023	10000		VAcorp	Annual Cover...	Accounts Paya...		1,475.00	4,033,232.38
Deposit	01/31/2023				Interest	Interest-Saving...	9,112.79		4,042,345.17
Deposit	02/28/2023				Interest	Interest-Saving...	12,405.85		4,054,751.02
Deposit	03/31/2023				Interest	Interest-Saving...	14,025.00		4,068,776.02
Deposit	04/21/2023				Deposit	State Contributi...	2,184,567.51		6,253,343.53
Deposit	04/30/2023				Interest	Interest-Saving...	15,993.42		6,269,336.95
Total First Sentinel Bank - 101000417							6,270,811.95	1,475.00	6,269,336.95
Furniture and Equipment									0.00
Total Furniture and Equipment									0.00
Marketable Securities									0.00
Total Marketable Securities									0.00
Other Assets									0.00
Total Other Assets									0.00
Security Deposits Asset									0.00
Total Security Deposits Asset									0.00
Accounts Payable									0.00
Bill	12/05/2022	104908		VAcorp	Annual Cover...	Insurance - Lia...		1,475.00	-1,475.00
Bill Pmt -Check	01/30/2023	10000		VAcorp	Annual Cover...	First Sentinel B...	1,475.00		0.00
Bill	02/02/2023	20231...		Hicok, Brown & Com...	Accounting Se...	Accounting Fees		850.00	-850.00
Bill	03/01/2023	20231...		Hicok, Brown & Com...	February Acc...	Accounting Fees		100.00	-950.00
Total Accounts Payable							1,475.00	2,425.00	-950.00
Payroll Liabilities									0.00
Total Payroll Liabilities									0.00
Other Liabilities									0.00
Total Other Liabilities									0.00
Fund Balance									0.00
Total Fund Balance									0.00
Opening Balance Equity									0.00
Total Opening Balance Equity									0.00
Direct Public Support									0.00
Gifts in Kind - Goods									0.00
Total Gifts in Kind - Goods									0.00
Individ, Business Contributions									0.00
Total Individ, Business Contributions									0.00
State Contributions									0.00
Deposit	10/24/2022	24430...		Commonwealth of Vi...	Virginia Lottery	First Sentinel B...	1,559,811.48		-1,559,811.48
Deposit	01/17/2023	24622...		Commonwealth of Vi...	Virginia Lottery	First Sentinel B...	2,465,981.88		-4,025,793.36
Deposit	04/21/2023			Commonwealth of Vi...	2022-2023 Q3	First Sentinel B...	2,184,567.51		-6,210,360.87
Total State Contributions							0.00	6,210,360.87	-6,210,360.87
Direct Public Support - Other									0.00
Total Direct Public Support - Other									0.00
Total Direct Public Support							0.00	6,210,360.87	-6,210,360.87
Indirect Public Support									0.00
Other Contributions									0.00
Total Other Contributions									0.00
Indirect Public Support - Other									0.00
Total Indirect Public Support - Other									0.00
Total Indirect Public Support									0.00
Investments									0.00
Interest-Savings, Short-term CD									0.00
Deposit	10/31/2022				Interest	First Sentinel B...		822.64	-822.64
Deposit	11/30/2022				Interest	First Sentinel B...		3,527.46	-4,350.10
Deposit	12/31/2022				Interest	First Sentinel B...		4,563.92	-8,914.02
Deposit	01/31/2023				Interest	First Sentinel B...		9,112.79	-18,026.81
Deposit	02/28/2023				Interest	First Sentinel B...		12,405.85	-30,432.66
Deposit	03/31/2023				Interest	First Sentinel B...		14,025.00	-44,457.66
Deposit	04/30/2023				Interest	First Sentinel B...		15,993.42	-60,451.08
Total Interest-Savings, Short-term CD							0.00	60,451.08	-60,451.08
Investments - Other									0.00
Total Investments - Other									0.00
Total Investments							0.00	60,451.08	-60,451.08

Bristol Transportation District Regional Improvement Comm

General Ledger

As of April 30, 2023

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Other Types of Income									0.00
Miscellaneous Revenue									0.00
Total Miscellaneous Revenue									0.00
Other Types of Income - Other									0.00
Total Other Types of Income - Other									0.00
Total Other Types of Income									0.00
Program Income									0.00
Membership Dues									0.00
Total Membership Dues									0.00
Program Service Fees									0.00
Total Program Service Fees									0.00
Program Income - Other									0.00
Total Program Income - Other									0.00
Total Program Income									0.00
Business Expenses									0.00
Business Registration Fees									0.00
Total Business Registration Fees									0.00
Business Expenses - Other									0.00
Total Business Expenses - Other									0.00
Total Business Expenses									0.00
Contract Services									0.00
Accounting Fees									0.00
Bill	02/02/2023	20231...		Hicok, Brown & Com...	Accounting Se...	Accounts Paya...	850.00		850.00
Bill	03/01/2023	20231...		Hicok, Brown & Com...	February Acc...	Accounts Paya...	100.00		950.00
Total Accounting Fees							950.00	0.00	950.00
Legal Fees									0.00
Total Legal Fees									0.00
Outside Contract Services									0.00
Total Outside Contract Services									0.00
Contract Services - Other									0.00
Total Contract Services - Other									0.00
Total Contract Services							950.00	0.00	950.00
Facilities and Equipment									0.00
Depr and Amort - Allowable									0.00
Total Depr and Amort - Allowable									0.00
Donated Facilities									0.00
Total Donated Facilities									0.00
Equip Rental and Maintenance									0.00
Total Equip Rental and Maintenance									0.00
Property Insurance									0.00
Total Property Insurance									0.00
Rent, Parking, Utilities									0.00
Total Rent, Parking, Utilities									0.00
Facilities and Equipment - Other									0.00
Total Facilities and Equipment - Other									0.00
Total Facilities and Equipment									0.00
Operations									0.00
Books, Subscriptions, Reference									0.00
Total Books, Subscriptions, Reference									0.00
Postage, Mailing Service									0.00
Total Postage, Mailing Service									0.00
Printing and Copying									0.00
Total Printing and Copying									0.00
Supplies									0.00
Total Supplies									0.00
Telephone, Telecommunications									0.00
Total Telephone, Telecommunications									0.00
Operations - Other									0.00
Total Operations - Other									0.00
Total Operations									0.00
Other Types of Expenses									0.00
Insurance - Liability, D and O									0.00
Bill	12/05/2022	104908		VAcorp	Annual Cover...	Accounts Paya...	1,475.00		1,475.00
Total Insurance - Liability, D and O							1,475.00	0.00	1,475.00

Bristol Transportation District Regional Improvement Comm

General Ledger

As of April 30, 2023

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Other Costs									0.00
Total Other Costs									0.00
Other Types of Expenses - Other									0.00
Total Other Types of Expenses - Other									0.00
Total Other Types of Expenses							1,475.00	0.00	1,475.00
Payroll Expenses									0.00
Total Payroll Expenses									0.00
Travel and Meetings									0.00
Conference, Convention, Meeting									0.00
Total Conference, Convention, Meeting									0.00
Travel									0.00
Total Travel									0.00
Travel and Meetings - Other									0.00
Total Travel and Meetings - Other									0.00
Total Travel and Meetings									0.00
Ask My Accountant									0.00
Total Ask My Accountant									0.00
No acct									0.00
Total no acct									0.00
TOTAL							6,274,711.95	6,274,711.95	0.00

The Board of Supervisors of Russell County, in regular meeting on the 5th day of June 2023, adopted the following:

**RESOLUTION TO DISMISS PETITION FOR
ABANDONMENT OF SECONDARY ROUTE 871**

WHEREAS, the Board of Supervisors received a petition for abandonment of Route 871 from the secondary system of state highways, and

WHEREAS, a public hearing was held to receive comments concerning the abandonment of Route 871 from the secondary system of state highways, and

WHEREAS, after considering all evidence available, this Board is NOT satisfied that no public necessity exists for the continuance of the section of Secondary Route 871 from Route 722 to Dead End, a distance of 0.39 miles, and hereby deems that section of road is necessary as a part of the Secondary System of State Highways, and

NOW, THEREFORE, BE IT RESOLVED, this Board dismisses the petition for abandonment of the above-described section of road, which shall remain in the secondary system of state highways, pursuant to §33.2-909, Code of Virginia; and

BE IT FINALLY RESOLVED that a certified copy of this resolution be forwarded to the Resident Administrator of the Virginia Department of Transportation.

Recorded Vote
Moved By: _____
Seconded By: _____
Yeas: _____
Nays: _____

A Copy Teste:

(Name), (Title)

Russell County BOS

VDOT Update

June 5, 2023

Board Action Requests

VDOT is seeking Board action one item in the form of a resolution, which is a resolution to dismiss the proposed abandonment of Route 871. This resolution is required pursuant to §33.2-909.

The residency sent a request for abandonment of Route 806 & a portion of Route 626 on 30 March 2023, & a request for abandonment of Footbridge #9000 & Footbridge #9002 on 23 May 2023. The residency has received no response from the Board on either request.

Maintenance Activities - Completed

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

- Maintenance work (spreading gravel, blading) was conducted on routes 620, 622 and 636.
- Crews removed multiple trees due to recent storms that came through the county during the month. This was on all Primary and Secondary routes.
- Shoulder repairs are scheduled for completion the week of May 29th on route 647 (Campbell Hollow Road).
- Roadside mowing operations for the season have begun with primaries routes being complete and crews are now mowing secondary routes.

Maintenance Activities - Planned

- Slope stabilization / slide repair on Route 621. This work as a 'time of year' restriction on it which prevents work from being done during certain months due to environmental concerns.
- Boom ax work on various routes throughout the County.
- Pothole patching on routes throughout the County as weather and workload allow.
- Slide repair on Routes 622 and 624.
- Pavement Repairs (machine patching) on Route 615
- Debris removal on various routes (down trees and rocks/slides).
- Removal of dead trees on Routes 80 (Hayter's Gap), 71, and 65.
- 618 Rabbit Ridge - Grader patch paved section latter this summer.
- Pipe replacement at various locations throughout the County beginning after new fiscal year begins.
- Ditching at various locations through the County.
- Streambank stabilization on Routes 613 (Moccasin Valley) and 661 (Artrip)

- Drainage / slope stabilization in the median of Route 19 (Bypass) near Coal Tipple Hollow.

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.

Partial funding is in place for work on an approximate one mile segment of Route 678 (Upper Copper Creek) with the balance of funding available after July 1st. Work is anticipated to begin on this project later this summer.

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 allow final excavation to be completed to make the connection to Route 19.

Three Rivers Destination Center

No new activity this month on this project.

2023 Resurfacing

The following routes will be resurfaced (asphalt overlay) during the 2023 paving season:

Route 80: Intersection with Route 67 for a distance 0.4 miles south of Route 67
Route 611: Intersection with Route 609 to intersection with Route 685.
Route 622: Buchanan County to intersection with Route 624
Route 624: Buchanan County to 0.2 miles south of intersection with Route 843
Route 646: Intersection with Route 637 for a distance 0.8 miles south of Route 637
Route 678: Intersection with Route 680 for a distance 1.1 miles east of Route 680
Route 732: Intersection with Route 615 to dead end
Route 740: Intersection with Route 640 to intersection with Route 645
Route 845: 0.35 mile loop off Alternate Route 58
Route 1201: Intersection with Route 82 to dead end
Route 1202: Intersection with Route 1206 to intersection with Route 82
Route 1203: Intersection with Route 1206 to intersection with Route 82
Route 1203: Intersection with Route 82 to intersection with Route 1205
Route 1204: Intersection with Route 1206 to Route intersection with Route 1205
Route 1205: Intersection with Route 696 to intersection with Route 1204
Route 1206: Intersection with Route 1202 to intersection with Route 1204
Route 1207: Intersection with Route 1208 to intersection with Route 1206
Route 1208: Intersection with Route 1207 to dead end

The following routes will be resurfaced (latex overlay) during the 2023 paving season:

Route 603: Intersection with Route 643 to Tazewell County line
Route 640: Intersection with Route 740 for a distance of 2.5 miles
Route 662: Intersection with Route 82 to intersection with Route 740

Route 666: Intersection with Route 628 to intersection with Route 615
Route 764: Intersection with Route 19 to dead end
Route 782: Intersection with Route 19 to dead end
Route 821: Intersection with Route 660 to dead end
Route 854: Intersection with Route 764 to dead end
Route 878: Intersection with Route 873 to dead end
Route 904: Intersection with Route 19 to dead end
Route 906: Intersection with Route 904 to dead end
Route 911: Intersection with Route 883 to dead end
Route 919: Intersection with Route 883 to dead end
Route 929: Intersection with Route 904 to intersection with Route 904
Route 998: Intersection with Route 99 to Haber Drive
Route 999: Intersection with Route 998 to dead end
Route 1060: Intersection with Route 19 to dead end
Route 1061: Intersection with Route 1060 to dead end

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>

REQUEST FOR ABANDONMENT-FB9000 & FB9002

1 message

Bolling, John (VDOT) <John.Bolling@vdot.virginia.gov>

Tue, May 23, 2023 at 10:19 AM

To: "Lester, Lonzo" <lonzo.lester@russellcountyva.us>, David Eaton <david.eaton@russellcountyva.us>

Cc: "Counts, William (VDOT)" <William.Counts@vdot.virginia.gov>, "Buchanan, Jeff (VDOT)"

<Jeff.Buchanan@vdot.virginia.gov>, "Bechtold, John (VDOT)" <John.Bechtold@vdot.virginia.gov>, "Owens, William (VDOT)" <William.Owens@vdot.virginia.gov>, "Hurt, Robert (VDOT)" <Robert.Hurt@vdot.virginia.gov>

Mr. Lester & Mr. Eaton:**Please find the attached request for abandonment of the following pedestrian footbridges in Russell County:**

- **FB9000: Route 640 (Clifton Farms Rd) footbridge over Clinch River**
- **FB9002: Route 723 (Arnold Rd) footbridge over Clinch River**

If you have questions or need to discuss, please contact me.

*John Bolling****Land Development Engineer/Lebanon Residency*****Virginia Department of Transportation****276-889-7601 Office | 276-623-7199 Mobile****john.bolling@VDOT.Virginia.gov** **83_FB9000_FB9002 ABANDON REQ 05-23-2023.pdf**
2351K



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION

2111 BONHAM ROAD
BRISTOL, VIRGINIA 24201-2002

Stephen C. Brich, P. E.
COMMISSIONER

May 23, 2023

Russell County Board of Supervisors
Attn.: Mr. Lonzo Lester, County Administrator
137 Highland Dr.
Lebanon, VA 24266
lonzo.lester@russellcountyva.us

RE: **Request for Abandonment of Pedestrian Footbridges**
FB9000-Route 640 pedestrian footbridge over Clinch River
FB9002-Route 723 pedestrian footbridge over Clinch River

Mr. Lester:

At present there are three pedestrian footbridges in Russell County that are included in the VDOT maintained Secondary System of State Highways. They are as follows (maps attached):

1. **Footbridge #9000: pedestrian bridge over Clinch River located on Route 640 (Clifton Farms Rd) approximately 1.15 miles east of Route 80. The bridge spans the river between Route 640 and Route 641 (Cedar Cliff Rd).**
2. **Footbridge #9001: pedestrian bridge over Clinch River located on Route 661 (Artrip Rd) approximately 1.10 miles east of Route 663. The bridge spans the river between Route 661 and Tax Parcel #106L1037 (Barry & Willard Jessee).**
3. **Footbridge #9002: pedestrian bridge over Clinch River located on Route 723 (Arnold Rd) approximately 0.10 mile east of Route 653. The bridge spans the river between Route 723 and Tax Parcel #77R3206 (Clercy Amalene Hess).**

Of the three footbridges, only FB9001 is currently functional and open to public use. FB9001 constitutes the only legal access to a public road for one property owner and cannot be abandoned. It is to remain in the Secondary System and maintained by VDOT.

FB9000 (circa 2020) and FB9002 (circa 2017) were closed to public use due to safety concerns and general lack of use by the public. Neither FB9000 nor FB9002 are required to provide legal access for any properties and do not provide a transportation need. All properties served by FB9000 have vehicular access via either Route 640 (Clifton Farms Rd) or Route 641 (Cedar Cliff Rd). All properties served by FB9002 have vehicular access via either Route 723 (Arnold Rd) or Route 953 (Creekwood Rd).

The Virginia Department of Transportation requests that the Russell County Board of Supervisors abandon FB9000 & FB9002 from the Secondary System of State Highways, pursuant to §33.2-909 of the Code of Virginia, for the following reasons:

1. **VDOT has taken the position that footbridges will no longer be maintained if they do not provide a transportation need. Due to the expansion of the Secondary System over the years since VDOT footbridges were first constructed, most have become obsolete and no longer provide a necessary public benefit. With state maintained secondary roads (vehicular access) on each side of the river**

accessing all abutting properties, FB9000 & FB9002 no longer provide any type of transportation need and will not be maintained by VDOT going forward.

- a. Additionally, FB9002 provides access to one property on the south side of the Clinch River (#77R3206: Clercy Amalene Hess). VDOT contacted Mrs. Hess to discuss the abandonment. Upon speaking to her, she has indicated that she supports abandonment of FB9002 and will not request a public hearing be held by the BOS.
2. Due to the way VDOT is required to maintain footbridges, they are generally not eligible for the historic register. Oft times, public opposition to abandonment of footbridges is based on the public's perception of the footbridges as having historic and nostalgic value. However, VDOT is required to upgrade footbridges to current approved materials and specifications every time a footbridge is maintained or reconstructed, thus negating their eligibility to be registered as official historic sites.
3. The ratio between maintenance costs and public benefit is heavily skewed toward maintenance costs, and the Lebanon Residency feels that these maintenance funds should be used on roadways and structures that provide a greater degree of public service and benefit for the citizenry of Russell County.
4. By remaining in the public domain, FB9000 & FB9002 pose a liability risk for VDOT that is unnecessary and unwarranted. As these two footbridges will remain closed to public use and will not be maintained going forward, the logical step is to remove them from the public domain completely and eliminate the liability risk.

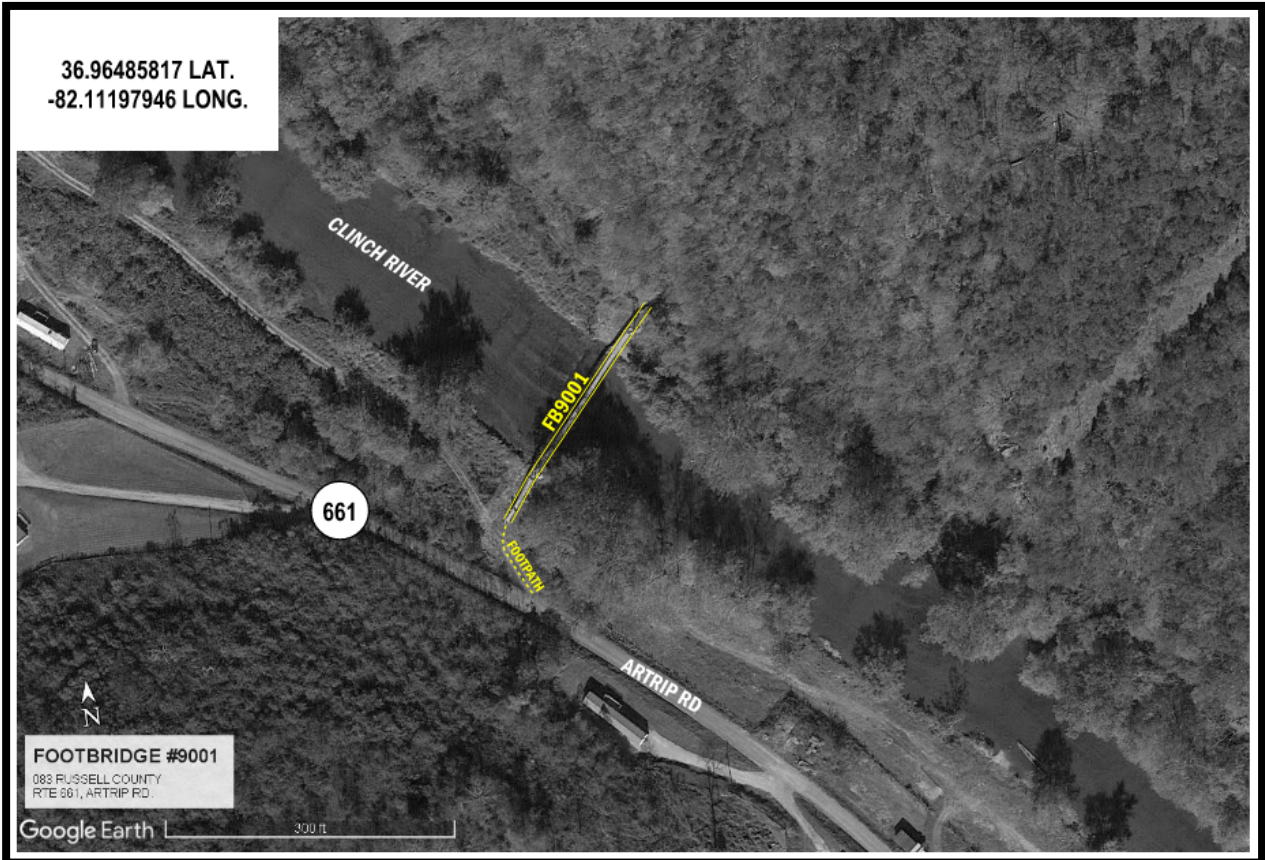
Please note that abandonment of the footbridges may be done individually or grouped together. The choice is the county's. Discontinuance of the footbridges, pursuant to §33.2-908 of the Code of Virginia, is also an option should the Board desire to assume maintenance of and/or responsibility for FB9000 & FB9002.

Please take this matter up with the Board members and advise the Residency as to how the county would like to proceed. If you have any questions or need additional information, please contact the Lebanon Residency.

Sincerely,

John Bolling
Land Development Engineer
VDOT Lebanon Residency
P.O. Box 127
Lebanon, VA 24266
276-889-7601 Office | 276-623-7199 Mobile
john.bolling@vdot.virginia.gov

Cc: Mr. John Bechtold, VDOT Structure & Bridge Engineer
Mr. David Eaton, Russell County Board of Supervisors





ABANDONMENT v. DISCONTINUANCE OF VDOT SECONDARY ROUTES

§33.2-909 SECONDARY ABANDONMENT:

1. A county governing body, on its own motion, or upon petition by any interested landowner can initiate the §33.2-909 abandonment of a Secondary road or segment that is deemed to no longer be necessary for the uses of the highway system.
 - a. NOTE: VDOT, as owner right of ways & maintenance facilities within the county, is an interested landowner within the county.
2. Section 33.2-909 is used when an existing VDOT Secondary road is being abandoned and there is no corresponding replacement road being constructed. This type of abandonment most commonly occurs when a Secondary road no longer meets Public Service Requirements to be in the state system.
3. The effect of legally abandoning a road removes it from VDOT's inventory and VDOT will no longer maintain the road. The road is closed to public use and is no longer considered a public thoroughfare. Essentially, abandoned public roads become private streets over which neither VDOT nor the locality have administrative authority or maintenance responsibility. **Once a road has been abandoned, it cannot be re-added to the Secondary system.**
4. The abandonment of a prescriptive easement road eliminates the easement. As a result of the abandonment, the road ceases to be a public road and full control of the land reverts to the underlying fee simple property owner.
5. Abandonment of roads with right-of-way (ROW) owned by the county or VDOT has the effect of closing the road to public use, and the related ROW can then be conveyed to the locality (for ROW owned by VDOT) or to an abutting landowner (for ROW owned by the county and/or VDOT) upon request.
6. Abandonment of Secondary routes pursuant to §33.2-909 has mandatory public notification requirements that are to be administered by the locality.
 - a. Notice of Intent to Abandon resolution from the BOS or letter from the county administrator to the Commissioner of Transportation.
 - b. Publication of a Public Hearing Willingness or Public Hearing Notice
 - i. If a public hearing is requested by an abutting landowner or if the locality chooses to have a public hearing without a request, the locality shall conduct the public hearing and provide VDOT a written transcript of all public comments received. VDOT staff will be available to provide any assistance the county may need.
 - c. Within 4 months of the expiration of the Public Hearing Willingness period or within 4 months from the date of the public hearing, the locality shall pass a resolution to either order the abandonment or dismiss the petition for abandonment.
7. Upon receipt of the BOS resolution, local VDOT staff will prepare the necessary documentation and forward same to VDOT's Office of Land Use for final processing and approval.

§33.2-908 SECONDARY DISCONTINUANCE:

1. A §33.2-908.B Secondary discontinuance can be initiated upon a petition from the local governing body of a county or town. The Commonwealth Transportation Board (CTB) can also initiate this type of discontinuance when it deems that the road is no longer required for public convenience. A locality cannot discontinue a VDOT roadway.
2. Discontinuance of Secondary Routes pursuant to §33.2-908 of the Code of VA is an act reserved for the CTB whereby VDOT is relieved of the maintenance responsibility and jurisdictional authority for a roadway.
3. A discontinuance takes place when the CTB determines that the roadway no longer provides sufficient public benefit to warrant VDOT maintenance, but the related ROW should or must be retained for access or other transportation related purposes.
4. When a §33.2-908 Secondary discontinuance is completed, the road remains open to public use, and the road's jurisdictional authority is returned to the locality.
 - a. NOTE: Only the jurisdictional authority is transferred to the county. The county has no legal obligation to construct, maintain, or otherwise improve discontinued roadways unless agreed to before the road is discontinued. (See §15.2-2265 & §15.2-2268 Code of VA).
5. In the case of prescriptive easement roads, the easement is transferred from VDOT's to the locality's control.
6. In the case of deeded ROW, jurisdictional authority over the ROW is transferred to the county. RW deeded to the Commonwealth remains vested with the Commonwealth but can be transferred to locality ownership upon request.
7. Discontinued roads are eligible to be re-added to the Secondary system provided that they re-attain a level of service to warrant maintenance and are constructed to VDOT's current minimum standards for secondary street additions at the time the street is re-added.
8. Discontinuance of Secondary routes pursuant to §33.2-908 has mandatory public notification requirements that are to be administered by VDOT
 - a. Certified letters to the BOS and abutting landowners providing notice of the proposed discontinuance and an opportunity to request a public hearing.
 - b. Publication of the Notice of Intent to Discontinue in a local newspaper
 - c. If a public hearing is requested, VDOT will conduct a public hearing and provide the BOS a written transcript of all comments received.
 - d. BOS provides a letter or resolution of support or non-support to VDOT for the discontinuance. VDOT staff typically hold the public hearing 1-2 weeks prior to the regularly scheduled BOS monthly meeting so that public comments may be considered by the BOS prior to the resolution.
 - e. Local VDOT staff will prepare the necessary documentation and forward to VDOT's Office of Land Use to have the item placed on the CTB agenda.
 - f. Within 4 months of the expiration of the Public Hearing Willingness period or within 4 months from the date of the public hearing (if one is requested), the CTB shall pass a resolution to either order the discontinuance or dismiss the petition for discontinuance.

Disposal Contract

THIS CONTRACT, made and entered into this ___ day of June, 2023, by and between the **CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY, an authority created under the provisions of the Virginia Water and Sewer Authorities Act,** (hereinafter called the "Authority") represented herewith by its duly appointed Chairman of the Board of Directors, Ronald Peters, and **ECO-SAFE SYSTEMS, LLC**, a Tennessee company and subsidiary of **WASTE MANAGEMENT INC.**, a Delaware Corporation, duly authorized to conduct business in the Commonwealth of Virginia and the State of Tennessee (hereinafter called "Contractor"), herein represented by Steven Clark, Senior District Manager, Waste Management, its duly qualified and acting Agent.

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor is hereby granted exclusive rights for the disposal of solid waste generated within the Authority's three (3) transfer stations – Buchanan, Dickenson, and Russell, in accordance with all applicable Federal, State, and local laws and regulations during term of this Contract.
2. The Contract Documents shall include the following documents, incorporated and referenced herein as follows:
 - a. Exhibit A - General Specifications
 - b. Exhibit B - Insurance Requirements
 - c. Exhibit C - Contractor's Proposal/Pricing
 - d. Exhibit D - Contractor's Letter of Credit
 - e. This Instrument
 - f. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. The initial term if this Contract shall be from October 27, 2023 (the "Effective Date") until October 27, 2026. Upon mutual agreement between the parties the Contract may be extended an additional two (2) years under the same terms and conditions. It is understood that both parties must agree, with written notification, of this extension at least sixty (60) days prior to the expiration date as defined herein. Disposal rates for the two-year extension shall be as detailed in Exhibit C for years 4 and 5.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

Cumberland Plateau Regional Waste Management Authority

BY: _____
Ronald P, CPRWMA Chairman

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____, to-wit:

The foregoing deed was signed, sworn and acknowledged before me by _____, on this
_____ day of _____, 2023.
My commission expires: _____.

NOTARY PUBLIC

Waste Management, Inc.

BY: _____
Steven Clark, Senior District Manager, Waste Management

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____, to-wit:

The foregoing deed was signed, sworn and acknowledged before me by _____, on this
_____ day of _____, 2023.
My commission expires: _____.

NOTARY PUBLIC

EXHIBIT A
GENERAL SPECIFICATIONS - INDEX

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT

- 1.1 Authority
- 1.2 Disposal Site
- 1.3 Solid Waste

2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

- 2.1 Hazardous Waste
- 2.2 Offal Waste
- 2.3 Special Waste

3.0 SCOPE OF WORK

- 3.1 General
- 3.2 Work Not Covered By Contract

4.0 GENERAL PROVISIONS

- 4.1 Hours of Operation
- 4.2 Holidays
- 4.3 Office
- 4.4 Disposal
- 4.5 Delivery
- 4.6 Point of Contact

5.0 BASIS OF PRICES AND METHOD OF PAYMENT

- 5.1 Disposal Rates (Exhibits C)
- 5.2 Additional Costs and Charges
- 5.3 Modification to Rates
- 5.4 Contractor Billings to Authority

6.0 COMPLIANCE WITH LAWS

7.0 RISK ALLOCATION AND INDEMNITY

8.0 LICENSES AND TAXES

9.0 FORCE MAJEURE

10.0 ASSIGNMENT OF CONTRACT

11.0 TITLE TO WASTE

12.0 TERMINATION OF CONTRACT

13.0 MISCELLANEOUS TERMS

EXHIBIT A
GENERAL SPECIFICATIONS

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT

- 1.1 Authority, **CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY**
The geographical area comprised of all of the incorporated and unincorporated areas within each of the Counties which is a Member of the Authority - Buchanan, Dickenson, and Russell Counties and any County within the State of Virginia adjacent to (having a common boundary with) any Member that may enter into an agreement with the Authority after the date hereof relating to such adjacent County's use of the Authority's Transfer Stations.
- 1.2 Disposal Site –Eco-Safe Solid Waste Landfill disposal facility located in Sullivan County, Tennessee, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.
- 1.3 Solid Waste – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

- 2.1 Hazardous Waste (excluded from this Contract)– Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- 2.2 Offal Waste (excluded from this Contract)– Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 2.3 Special Waste (excluded from this Contract)– Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:
- (a) waste iron from a commercial or industrial activity;
 - (b) waste generated by an industrial process or a pollution control process;
 - (c) waste which may contain free liquids;
 - (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
 - (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
 - (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”);
 - (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
 - (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA;
 - (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
 - (j) filter cake sludge wastes from wastewater treatment processes;
 - (k) wastes containing any regulated polychlorinated biphenyls; and,
 - (l) ash, sludge, whole tires and powders.

3.0 **SCOPE OF WORK**

- 3.1 **General.** The work under this Contract shall consist of disposing of all Solid Waste transported by the Authority's agent to Eco-Safe's Landfill in Blountville, TN in accordance with and subject to the terms and conditions of this Contract.
- 3.2 **Work Not Covered By Contract.** The work under this Contract does not include transportation from the Authority's Transfer Stations and disposal of Excluded Waste materials.

4.0 **GENERAL PROVISIONS**

- 4.1 **Hours of Operation**
Disposal of Waste Material shall not start before 6:00 A.M. or continue after 4:00 P.M. on the same day. Exceptions to operation hours shall be affected only upon the mutual agreement of the Authority and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete disposal due to unusual circumstances. If the Contractor has an interruption in accepting solid waste during the agreed upon hours, contractor agrees to immediately notify the Authority's Executive Director of the interruption. At all times Contractor agrees to ensure Authority's ability to deposit solid waste without interruption and in order to allow the Authority to comply with all federal, state and local laws.
- 4.2 **Holidays** – The following shall be holidays for purposes of this Contract:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

Contractor or the Authority may decide to observe any or all of the above-mentioned holidays by suspension of disposal service on the holiday.
- 4.3 **Office** – The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the Authority's area. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular days of operation.
- 4.4 **Disposal** – The Authority will use the Eco Safe Sanitary Landfill, directly or via Cumberland Plateau Transfer Stations, for the disposal of all Cumberland Plateau solid waste and such approved special waste delivered to the Authority's Transfer Stations in accordance with the terms and provisions of this Contract.
- 4.5 **Delivery** – All solid waste will be delivered by an agent of the Authority. Access to the Landfill and deposit shall not be unreasonably withheld from Authority or its agents.
- 4.6 **Point of Contact** – All dealing, contacts, etc., between the Contractor and the Authority shall be directed by the Contractor to the Authority's point of contact specified in the applicable Exhibit, and, by the Authority to the Contractor's General Manager or Operations Manager.

5.0 **BASIS OF PRICES AND METHOD OF PAYMENT**

- 5.1 **Disposal Rates (Exhibit C)** - The prices to be paid by the Authority for the disposal of Waste Material from all Cumberland Plateau Transfer Stations shall be as shown on Exhibit C.
- 5.2 **Costs and Charges** - The charges for Contractor's service with respect to this work shall be the disposal fee as defined in Exhibit C which is the set amount to be paid by the Authority.
- 5.3 **Modification to Rates** - The fees in Exhibit C which may be charged by the Contractor for the first and subsequent years of the term hereof shall be effective October 27 annually.
- 5.4 **Contractor Billings to Authority** – The Contractor shall bill the Authority for Waste Material disposal services rendered to Cumberland Plateau Regional Waste once a month and will be issued within ten (10) days following the end of the month and the Authority shall pay the Contractor within 60 days of invoice date. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. Number of tons deposited for disposal shall be determined by the Eco-Safe Landfill tickets and stored tare weight at Eco-Safe Scale House of which Contractor agrees to provide verification and inspection by Authority upon Authority request and as the Authority deems necessary. Payments not made by the Authority on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a).

6.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the Authority on the subject.

7.0 RISK ALLOCATION AND INDEMNITY

7.01 Authority shall be responsible for any and all claims for personal injuries or death, or the loss of life or damage to property to the extent caused by the Authority's negligence or acts of willful misconduct or those of its contractors or agents. The Contractor shall indemnify and hold harmless the Authority and its member counties, officers, agents, servants and employees from and against any and all suits, actions, legal proceedings claims, demands, damages, costs, expenses and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of the Contract. In addition, the Contractor on account of damage to property or personal injury, including death, arising through operations under this Contract, the Contractor agrees to indemnify the Authority and its member counties against any expense, liability or payment damage for property or personal injury, including death and injuries to the Contractor's employees, caused or arising in any manner arising from operations hereunder, including the use by the Contractor of equipment or facilities furnished by the Authority.

7.02 In the event any Excluded Waste is not discovered by Contractor before it is disposed of in Contractor's landfill, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The Authority shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the Authority's providing all such reasonable assistance to Contractor, Contractor shall release Authority from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the Authority.

8.0 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the State.

9.0 FORCE MAJEURE

Except for Authority's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

10.0 ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the Authority's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor. In the event Contractor sales operations to a person or entity, Contractor shall ensure the same terms and conditions will be assumed by the purchaser including the same or lower total disposal fees.

11.0 TITLE TO WASTE

Title to Waste Materials delivered by the Authority shall pass to the Contractor when accepted by Contractor's landfill. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

12.0 TERMINATION OF CONTRACT

12.01 In the event of a failure by Contractor to perform any material provision of this Contract, the Authority shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. Authority may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract

and Authority so notifies Contractor in writing of such termination action. At such time, Authority shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs, Authority, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by this Contract. Except for such right, following any such termination and the final payment from the Authority to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

- 12.02 In the event of a failure by Authority to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the Authority along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if Authority has not adequately corrected such breach in accordance with this Contract and Contractor so notifies Authority in writing of such termination action. At such time, Authority shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the Authority to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.
- 12.03 Either party may terminate this Agreement upon written notice to the other if the offending party: makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, receivership or insolvency, or files an answer in any involuntary proceeding of that nature admitting the material allegations of the petition, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted against the offending and such proceeding is not dismissed within sixty (60) days.
- 12.03 In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

13.0 **MISCELLANEOUS TERMS**

- 13.1.1 No intellectual property (IP) rights in any of Contractor's IP are granted to Authority under this Contract.
- 13.2 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.
- 13.3 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 13.4 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 13.5 This Contract shall be interpreted and governed by the law of the Commonwealth of Virginia and jurisdiction and venue for any litigation commenced under this contract shall lie in the Commonwealth of Virginia.
- 13.6 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.
- 13.7 It is understood that the Cumberland Plateau Regional Waste Management Authority may deduct from payments due or to become due to the Contractor amounts as liquidated damages upon proof of damages by the Cumberland Plateau Regional Waste Management Authority. Said right does not preclude the Authority from any damages to which it would otherwise be entitled.

Failure of the Contractor to fulfill certain aspects of the Contract shall carry monetary penalties as payments due to the Cumberland Plateau Regional Waste Management Authority as follows:

13.07.1 Failure to respond to and resolve complaints within 2 weeks - \$1,000.00/incident;

13.07.2 Failure to provide efficient landfill operations such that the off-loading of solid waste is impeded at the disposal site due to poor site maintenance -\$1,500/incident

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
--	--

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Authority. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon Authority's request, Contractor shall furnish Authority with a certificate of insurance, evidencing that such coverages are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the Authority; (ii) shall show Authority as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of Authority (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of Authority. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of Authority herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

EXHIBIT C
CONTRACTOR'S PROPOSAL/PRICING

Disposal Rates (all Transfer Stations) includes annual price increase 4%

Year 1 (October 27, 2023-October 27, 2024)	\$27.00 / Ton
Year 2 (October 27, 2024-October 27, 2025)	\$28.08 / Ton
Year 3 (October 27, 2025-October 27, 2026)	\$29.20 / Ton
<i><u>If 2 year Extension is Agreed Upon</u></i>	
Year 4 (October 27, 2026-October 27, 2027)	\$30.36 / Ton
Year 5 (October 27, 2027-October 27, 2028)	\$31.57/ Ton

EXHIBIT D
CONTRACTOR'S LETTER OF CREDIT

To be provided by Contractor.

SOLID WASTE TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered into this the ____ day of _____, 2023, by and between the CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY, an authority created under the provisions of the Virginia Water and Sewer Authorities Act, (hereinafter called “Authority”) and CUSTOM ECOLOGY, INC., a _____ corporation, authorized to conduct business in Virginia (hereinafter called “CEI”).

WHEREAS, the Authority desires to engage an independent contractor to provide professional services of operating a solid waste transportation system for transportation of all of the solid waste generated within the Authority’s region and delivered to the Authority’s three (3) solid waste transfer stations and such other sites as may be designated and operated by the Authority to the Eco-Safe Sanitary Landfill (Eco-Safe Systems, LLC, a subsidiary of Waste Management, Inc.) for disposal, and has found that it is exempt from obtaining competitive sealed bids and has issued a Request for Proposal for Provision of Solid Waste Transportation Services date April 27, 2023 for a Contract Date of October 27, 2023 (The “RFP”) for competitive negotiation;

WHEREAS, CEI desires to provide such transportation services for the Authority and has submitted its Proposal in response to the RFP.

WHEREAS, the Authority has selected CEI and desires to engage CEI to perform such transportation services all in accordance with and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the following mutual agreements and covenants, the Authority and CEI, each intending to be legally bound, agree as follows:

1.00 DEFINITIONS

1.01 Eco-Safe Sanitary Landfill – The Authority’s designated sanitary landfill will be Eco-Safe Solid Waste disposal facility located in Sullivan County, Tennessee.

1.02 Cumberland Plateau Region – The geographic area comprised of all of the incorporated and unincorporated areas within each of the Counties which is a Member of the Authority, and any County in the State of Virginia adjacent to (having a common boundary with) any Member that may enter into an agreement with the Authority after the date hereof relating to such adjacent County’s use of the Cumberland Plateau Transfer Stations.

1.03 Cumberland Plateau Solid Waste – Any Solid Waste as defined herein generated within the Cumberland Plateau Region.

1.04 Cumberland Plateau Special Waste – Any Special Waste as defined herein generated within the Cumberland Plateau Region.

1.05 Cumberland Plateau Transfer Stations – The three (3) Solid Waste transfer stations or other stations or sites operated by the Authority and located in the Cumberland Plateau Region Counties of Dickenson, Buchanan, and Russell for acceptance, transfer, transportation, and unloading of Cumberland Plateau Solid Waste to the Eco-Safe Sanitary Landfill in accordance with the terms and provisions of this Agreement, or such other sanitary landfill as may be designated by the Authority. Should the Authority designate another landfill, the parties shall re-negotiate the transportation costs.

1.06 Governmental Approvals – All permits, licenses and approvals required for the transportation to and/or disposal of Cumberland Plateau Solid Waste at the Eco-Safe Sanitary Landfill.

1.07 Hazardous Waste – Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or by any State having jurisdiction to be “hazardous” as that term is defined by or pursuant to federal or state law.

1.08 Members – The Counties of Russell, Buchanan and Dickenson, Virginia.

1.09 Non-Conforming Wastes – Any waste excluded from the definition of Solid Waste as provided in Section 1.12 and any Special Waste which has not been approved by Eco-Safe and, if required, by any governmental agency having jurisdiction.

1.10 Service Commencement Date – October 27, 2023.

1.11 Solid Waste – Any garbage, trash, rubbish, brush and other waste material allowed under the Governmental Approvals issued for the operation of the Advanced Disposal Eco Safe Systems Sanitary Landfill to be disposed of at the Eco-Safe Sanitary Landfill but excluding (a) any Hazardous Waste, (b) asbestos and (c) any other material not allowed under any of the Governmental Approvals issued with respect to the operation of the Eco-Safe Sanitary Landfill or pursuant to applicable laws and regulations.

1.12 Special Waste – Any Solid Waste which requires special processing, handling or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of as determined by Eco-Safe Systems, LLC or requires approval from any State agency and/or Eco-Safe Systems, LLC. Examples of such Special Waste types may include, but are not limited to: fly ash, combustion ash, sludge, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from the cleanup of a spill.

1.13 Transportation Fee – The amount set forth in Section 7.00 hereof, as adjusted, charges by CEI for the performance of transportation services hereunder.

1.14 Ton – 2,000 pounds.

2.00 SCOPE OF SERVICES

Subject to the terms and conditions hereof and the performance of the Authority's agreements and duties hereunder, CEI shall furnish all labor and at least five (5) tractors, twelve (12) trailers, three (3) yard tractors and/or all equipment or material necessary to provide Cumberland Plateau Solid Waste Transportation services from such three (3) Cumberland Plateau Transfer Stations to the Eco-Safe Sanitary Landfill from and after the Service Commencement Date in accordance with and subject to the terms and conditions of this Agreement. CEI will not have a minimum tonnage on the amount of waste placed into each of the transport trailers hauling from the three (3) Cumberland Plateau Transfer Stations to the Eco-Safe Sanitary Landfill, however it is understood that the Authority will maximize load volumes within legal limits in order to ensure efficiencies in transportation systems nor will a charge be placed on the Authority for not meeting a minimum tonnage. The Authority agrees to not load more waste into the transport trailers than the allowable by the Federal Department of Transportation and State Department of Transportation.

3.00 CUMBERLAND PLATEAU SOLID WASTE TRANSPORTATION SERVICES

3.01 Acceptance and Loading of Solid Waste; Load Limits – The Authority will accept all Cumberland Plateau Solid Waste delivered to the Cumberland Plateau Transfer Stations. The Authority shall not accept any Non-Conforming Wastes at the Cumberland Plateau Transfer Stations. The Authority will promptly load, all Solid Wastes accepted at the Cumberland Plateau Transfer Stations into CEI collection trailers for transportation to and unloading of waste into the Eco-Safe Sanitary Landfill. The Authority will use its best reasonable business efforts to load each collection trailer to its maximum legal capacity per load or such lesser weight per load as is mutually acceptable to both parties subject in all events to any maximum vehicle weight limits imposed by applicable law. Under this agreement, CEI will not impose a minimum capacity per load upon the Authority.

3.02 Compliance – The Authority will conduct operations with respect to each of the Cumberland Plateau Transfer Stations in accordance with all applicable federal and state laws, rules and regulations, and the terms and conditions of all permits, licenses and approvals issued for the operation of the Cumberland Plateau Transfer Stations.

3.03 Inspection – The Authority may, on a reasonable basis as the Authority deems necessary, make inspections of the CEI records during normal business hours, however, such inspections shall be made only by authorized employees or agents of the Authority.

3.04 Transportation – From and after the Service Commencement Date, CEI shall transport all Cumberland Plateau Solid Waste and Cumberland Plateau Special Waste (approved for disposal by Eco-Safe Sanitary Landfill pursuant to Section 1.12 hereof) accepted at each of the Cumberland Plateau Transfer Stations, directly to the Eco-Safe Sanitary Landfill as agreed upon in the RFP.

3.05 Use of Cumberland Plateau Transfer Stations and Eco-Safe Sanitary Landfill – The Authority will use the Eco-Safe Sanitary Landfill, directly or via Cumberland Plateau Transfer Stations, for disposal of all Cumberland Plateau Solid Waste and such approved Cumberland Plateau Special Waste delivered to the Cumberland Plateau Transfer Stations from and after the Service Commencement Date in accordance with the terms and provisions of the Authority and Eco-Safe/Waste Management Solid Waste Disposal Agreement, as amended, between the Authority and Eco-Safe Systems, LLC. In the event that the Eco-Safe Sanitary Landfill becomes unavailable for the disposal of Cumberland Plateau Solid Waste during the term of this Agreement, the Authority (or its subcontractor, if applicable) will negotiate with CEI with respect to any necessary adjustment to the Transportation Fee to reflect any increased or decreased costs of transportation as a result of such Eco-Safe Sanitary Landfill becoming unavailable. The Authority will also use its best efforts to enter into Agreements with each Member, each municipality located within the limits of each Member and each generator and commercial hauler of any Cumberland Plateau Special Waste (approved for disposal by Eco-Safe Systems, LLC pursuant to Section 1.12 hereof) for their use of the Cumberland Plateau Transfer Stations for the disposal of all Cumberland Plateau Solid Waste and Cumberland Plateau Special Waste collected and/or generated by such Member, municipality, generator or commercial hauler from and after the Service Commencement Date and throughout the initial and any and all renewal terms of this Agreement (the ‘Use Agreements’). It is contemplated that pursuant to the Use Agreements such Members and municipalities would agree, among other things, to continue or implement waste collection systems or take such other action allowed by applicable law to utilize the Authority and its Cumberland Plateau Transfer Stations for all Cumberland Plateau Special Waste generated within the jurisdiction of the Members and such municipalities.

3.06 Transportation Operations and Holidays – The following shall be holidays for purposes of this Agreement:

Hours of Operation-Any time restrictions shall be affected only upon the mutual agreement of the Authority’s Executive Director and CEI owner or agent.

Holidays- CEI shall specify holidays to be observed subject to the Authority’s personnel’s approval. The following Holiday’s are observed by the Authority and its landfill- New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Office- CEI shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. Monday through Friday/on regular collection days to handle complaints as needed.

The Authority or its member counties may decide to observe any or all of the above-mentioned holidays by suspension of transportation services on the holiday. The Authority or its member counties will give CEI advance notice of the Authority's or Eco-Safe's observance of any holiday and the Authority may also suspend its transfer station operations on such observed holiday.

Service Delivery- If CEI is unable to perform the duties under this agreement, the Authority's personnel has the right and privilege to secure another service provider and CEI will be responsible for any additional costs incurred.

3.07 Title – Title to, and liability for, Solid Waste transported by CEI shall pass to CEI immediately upon CEI's acceptance of same. Acceptance by CEI shall be defined as the loading of the Solid Waste into CEI's hauling trailers by the Authority. Title to and liability for the Solid Waste under this Agreement shall remain with CEI until they deliver same, and it is accepted by, Eco-Safe under their Disposal Contract with the Authority. Title to and liability for Non Conforming Wastes shall remain with the Authority and shall never pass to CEI or Eco-Safe sanitary landfill.

3.08 Special Waste – Where requested by the Authority or Eco-Safe landfill, the Authority shall assist CEI or its landfill in identifying each generator of Cumberland Plateau Special Waste and shall also require each generator of Cumberland Plateau Special Waste, in addition to any label, marking, manifest or other such documentation required by any applicable law, regulation or permit, to provide the Authority and Eco-Safe's landfill, in advance of any shipment of Special Waste, a representative sample of the Special Waste to be transported (if applicable) and disposed of by the Authority's Landfill, and a detailed written physical and chemical description or analysis of the Special Waste including, without limitation, a listing of unique characteristics significance to the handling of such Special Waste ("Waste Characterization Data Sheet" or "WCDS"). The Authority shall promptly furnish to CEI and its landfill any information regarding known, suspected or planned changes in composition of any such Special Waste and the Authority shall accordingly update the WCDS. The Authority warrants that all Special Waste specified in a WCDS and accepted at any Cumberland Plateau Transfer Station shall conform to the description set forth on the WCDS. Such Special Waste shall not be received at the Cumberland Plateau Transfer Stations or delivered to the Eco-Safe's Landfill for transportation and disposal until such WCDS and representative sampling are analyzed and approved by the Authority and Eco-Safe. The Authority and its landfill shall have the right to reject loads of bulky Special Wastes if in landfill's judgment such loads would disrupt any normal operating procedures.

4.00 EFFECTIVE DATE

This Agreement shall be effective upon the execution of this Agreement by the Authority and CEI, and performance of transportation services by CEI. hereunder shall commence in the Service Commencement Date in accordance with the terms and conditions of this Agreement section 1.10.

5.00 INDEMNITY

5.01 Indemnity by the CEI, Inc. – Custom Ecology, Inc. and its subcontractors will indemnify and save harmless the Authority from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees incurred by CEI or its subcontractors to the extent resulting from (a) any breach by the Authority of any of its agreements hereunder, and (b) any negligent act or omission of CEI, its employees or agents in the performance of transportation services under this Agreement; provided, however, that CEI or its subcontractors shall not be obligated to indemnify the Authority from and against any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorneys' fees to the extent resulting from any negligent act or omission of the Authority or of any of its officers, agents, servants, employees or contractors or to the extent resulting from any breach by the Authority of any of its agreements hereunder.

5.02 Indemnity by Authority – The Authority will indemnify and save harmless Custom Ecology, Inc. and its subcontractors from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees incurred by CEI to the extent resulting from (a) any breach by the Authority of any of its agreements hereunder, and (b) any negligent act or omission of the Authority or any of its officers, agents, servants, employees or contractors; provided, however, that the Authority shall not be obligated to indemnify CEI from and against any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorneys' fees to the extent resulting from any negligent act or omission of CEI or of any of its officers, agents, servants, employees or contractors or to the extent resulting from any breach CEI of any of its agreements hereunder.

6.00 TERM

This Agreement is for an initial term beginning on the date of execution of this Agreement and shall remain in full force and effect from and after the date hereof until the expiration of a period of five (5) years from then and after the Service Commencement Date. Upon mutual agreement by the parties the Contract may be extended in additional five (5) year extensions under the same terms and conditions. It is understood that both parties must agree, with written notification, of this extension at least sixty (60) days prior to the expiration date as defined herein. Rates must be agreed upon by both parties.

7.00 BASIS AND METHOD OR PAYMENT/ADJUSTMENTS

7.01 Base Price and Transportation Fees Per Ton – For Cumberland Plateau Solid Waste transportation services rendered hereunder, CEI will charge the Authority and the Authority will pay to CEI, without set-off or deduction, the transportation fee specified on Exhibit A hereto, as adjusted in accordance with the terms and provisions herein, for

each Ton of Cumberland Plateau Solid Waste or Special Waste transported by CEI at the Cumberland Plateau Transfer Stations for transportation hereunder. The tons transported will be determined by the Eco-Safe's Landfill tickets and stored tare weight at Eco-Safe Scale House of which verification will be afforded to the Authority as it deems necessary. The Transportation Base Rate per ton Fee, under this agreement shall be set at \$22.31 per ton for Buchanan County, \$22.04 per ton for Dickenson County and \$20.27 per ton for Russell County. Following the commencement of the second year and each subsequent year after the Service Commencement Date the base rate will increase as agreed upon by both parties in exhibit A hereto.

7.02 Custom Ecology Inc. Billings to Authority – CEI will invoice the Authority on a monthly basis on or before the tenth (10th) day each month for all transportation services rendered during the preceding calendar month and the Authority will remit payment for each invoice without set-off or deduction to CEI within 30 calendar days of the date of such invoice. Such billing shall be based on the Transportation Fees as adjusted pursuant herein.

8.00 INSURANCE

The Authority and CEI shall each maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance. Before commencement of work hereunder, CEI will furnish the Authority with certificates of insurance to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

The Authority and CEI shall each carry the following types of insurance in at least the limits specified below:

Coverages	Limits of Liability
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage	\$500,000 each occurrence

Liability

Excess Umbrella Liability

\$5,000,000 each occurrence

As an alternative to the above, CEI may insure the above public liability and property coverages under any plan or plans of self-insurance approved by the State of Virginia. The coverages may be provided by CEI, Inc., a _____ corporation, or any other corporation affiliated with CEI.

9.00 DEFAULT

Except as otherwise provided herein, if either party breaches any of the material provisions of this Agreement and fails to cure such breach within a period of thirty (30) days after receiving written notice setting forth a detailed description of such breach from the other party, unless a longer period of time is required to cure such breach and the party breaching shall have failed to commence to cure such breach within said thirty (30) day period and pursue diligently to completion thereof, then the other party may terminate this Agreement.

10.00 MISCELLANEOUS

10.01 Transferability – No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by the Authority without the express prior written consent of CEI or by CEI without the express prior written consent of the Authority, except that CEI without consent of the Authority may assign and delegate any of its rights and obligations under this Agreement or subcontract the performance of any services to be rendered hereunder to any corporation or other entity which controls, or is controlled by , or under common control with CEI.

10.02 Liquidated Damages – Work shall be completed in a prompt, lawful, and professional manner and in accordance with the terms of this agreement. In addition to any other remedy contained herein, it is understood that the Authority may deduct from payment due or to become due to CEI amounts as liquidated damages upon proof of any of the following occurrences by CEI. Said right and exercise thereof does not preclude the Authority from any damages to which to would otherwise be entitled. Failure of CEI to fulfill certain aspects of this agreement shall carry monetary penalties as payments due to the Authority as follows:

- A) Failure to provide on-request service within 24 hours-\$500/trailer/incident;
- B) Failure to deliver empty trailer(s) at time of scheduled haul or pickup-\$500/day/container;
- C) Failure to maintain secure loads of materials, and allowing materials to fall out or blow out of transport containers being hauled onto State, City or County roads-\$500/incident;
- D) Failure to respond to and resolve complaints within a 24 hours- \$1,000/incident;

E) Failure to provide the agreed upon trackers, trailers and yard trucks that impedes the Authority's ability to manage its solid waste-\$1,500/incident.

10.03 Force Majeure – Except for the Authority's obligation to pay CEI for services rendered hereunder in accordance with the terms and provisions of Section 7.00 hereof, the obligations of the Authority and CEI hereunder are subject to and excused in the event of the occurrence any contingency beyond its reasonable control including, without limitation, (i) strikes, riots, wars, acts of God, (ii) governmental orders, decrees and regulations, including, without limitation, if CEI is for any reason delayed or barred by governmental or judicial action with respect to the construction or operation of CEI.

10.04 Severability – In case of any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect or its inclusion shall result in the invalidity, illegality or unenforceability of this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is held to be invalid, illegal or unenforceable, there shall be added as part of this Agreement a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and be valid, legal or enforceable.

10.05 Cumulative Remedies – All rights, remedies and powers shall be deemed cumulative and not exclusive of any rights, remedies or powers available. No delay or omission to exercise any right, remedy or power shall impair such right, remedy or power or shall be construed to be a waiver or any breach or any acquiescence therein. Any such right, remedy or power may be exercised from time to time, independently or concurrently, and as often as shall be deemed expedient. No single or partial exercise of any right, remedy or power shall preclude other or further exercise thereof.

10.06 Independent Contractor; No Agency – CEI will act hereunder as a contractor and not as an agent of the Authority. Similarly, the Authority is not an agent of CEI or empowered or authorized to obligate CEI in any way.

10.07 Performance Bond or Letter of Credit – CEI will furnish a performance bond or Letter of Credit to the Authority in the amount of 100% of the estimated cost of three (3) months of transportation services hereunder determined by the initial Transportation Fee as provided in Section 7.00 hereof. With respect to any default by CEI hereunder, the Authority's sole remedy with respect thereto shall be to exercise its rights under such performance bond or Letter of Credit.

10.08 Entire Agreement – This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof and cancels and supersedes all prior negotiations, representations, proposals, understandings and agreements, either written or oral, relating to the subject matter hereof. This Agreement

shall not be modified, altered, changed or amended unless in writing and signed by both parties following the first initial calendar year and in conformance with applicable procurement laws.

10.09 Choice of Law-This Agreement shall be interpreted and governed by the Laws of the Commonwealth of Virginia and jurisdiction and venue for any litigation commenced under this Agreement shall lie in the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Authority and Advanced Disposal have entered into this Agreement (triplicate counterpart originals) on the day and year first above written.

Authority
Cumberland Plateau Regional Waste Management

BY: _____
Ronald P, CPRWMA Chairman

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____, to-wit:

The foregoing deed was signed, sworn and acknowledged before me by
_____, on this _____ day of _____, 2023.

My commission expires: _____.

NOTARY PUBLIC

Custom Ecology, Inc.

BY: _____

TITLE: _____

STATE OF _____,
COUNTY OF _____, to-wit:

The foregoing deed was signed, sworn and acknowledged before me by
_____, on this _____ day of _____, 2023.

My commission expires: _____.

NOTARY PUBLIC

EXHIBIT A TO SOLID WASTE TRANSPORTATION AGREEMENT

Transportation Fee under Section 7.00 from the following Cumberland Plateau Transfer Station to the Eco-Safe Landfill

Base Price Per Ton.

Buchanan County Transfer Station:	\$22.31 Ton
Dickenson County Transfer Station:	\$22.04 Ton
Russell County Transfer Station:	\$20.27 Ton

Fuel Surcharge Per Ton Per County:

Buchanan County Transfer Station: Fuel surcharge will be \$3.13 for every \$0.10 Diesel Fuel increases above \$3.836 per gallon for each ton hauled from Buchanan County.

If/when the price of Fuel drops below \$3.836 per gallon, this fuel surcharge would work in reverse.

Dickenson County Transfer Station: Fuel surcharge will be \$3.13 for every \$0.10 Diesel Fuel increases above \$3.836 per gallon for each ton hauled from Dickenson County.

If/when the price of Fuel drops below \$3.836 per gallon, this fuel surcharge would work in reverse.

Russell County Transfer Station: Fuel surcharge will be \$3.13 for every \$0.10 Diesel Fuel increases above \$3.836 per gallon for each ton hauled from Russell County. If/when the price of Fuel drops below \$3.836 per gallon, this fuel surcharge would work in reverse.

The above Transportation Fee shall be adjusted in accordance with the terms and provision of this Agreement.

ATTEST: CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

CUSTOM ECOLOGY, INC.

By: _____

By: _____

Title: _____

Title: _____

The Board of Supervisors of Russell County, in regular meeting on the 5th day of June 2023, adopted the following:

**RESOLUTION SUPPORTING TEMPORARY CLOSURE OF ROUTE 687 FOR
BRIDGE REPLACEMENT**

WHEREAS, the Virginia Department of Transportation has deemed it necessary to close a portion of Russell County Route 687 (Roanoke Hill Rd.) in the best interests of public safety for construction of Project 0687-083-857, C501, B643 (UPC 106175), and;

NOW, THEREFORE, BE IT RESOLVED, that the Russell County Board of Supervisors hereby concurs with the Virginia Department of Transportation's decision to close Route 687 from 0.034-mile West of Route 63 to 0.097-mile East of Route 63, as indicated on the attached map, to through traffic from June 6, 2023 until completion of Project 0687-083-857, C501, B643 (UPC 106175), pursuant to §33.2-238 Code of Virginia, and;

BE IT FURTHER RESOLVED, the temporary closure of Route 687 is contingent upon the Nature Conservancy's approval of and the construction of a temporary access through their lands from Route 63 to Route 687, and;

BE IT FINALLY RESOLVED that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

Recorded Vote:

A Copy Teste:

Moved By: _____

Signed: _____

Seconded By: _____

Printed Name: _____

Yeas: _____ Nays: _____

Title: _____



333

Clinch River Little League

Post office Box 1126
Castlewood, VA 24224
Bob Salyers, President
League Id # 3461104
Fed. Id # 54-1350161

May 8, 2023

Russell County Board of Supervisors
Lou Ann Wallace, Chairperson
1137 Highland Drive Suite A
Lebanon, Va. 24266

RE: Request for funding for 2025/2026

Dear Supervisors:

We are in receipt of the letter dated February 7, 2023 from your office asking for certain reports for your Board to review during your budget deliberations, they have been included as attachments to this submission and are labeled attachment #1 and attachment #2.

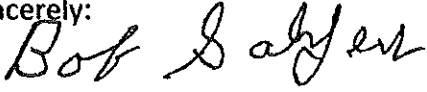
Attachment #1 is a copy of our fiscal budget that is adopted at our annual membership meeting in September, it reflects the amount budgeted as income and expenses in the column labeled 2023 and in the column to the right it reflects the actual income and expenses through April 28, 2023. It also reflects the previous five (5) years of our League finances. Please keep in mind that these figures are connected with all of our fields and facilities which is the one at the park in Castlewood and three (3) at the fairground complex and one in St. Paul. We do not account for them separately. Attachment #2 reflects what the costs are associated with by line-item income and expense. If you have any questions about either of these feel free to call.

In regard to our request for funding to the park this year, we would respectfully ask for an increase in the amount that the Board normally sends to us. They are new costs that have arisen in this year that needs to be addressed, such as the extra costs of the field being used by the Castlewood High School for High School varsity and other divisions of such, practicing and playing there. Extra costs have been from more use of field conditioner than usual, bathroom supplies, extra wear and tear on the equipment, etc. We are going to be installing a new score board at the facility, and a real big problem is the necessity to conduct some major work on the drainage in the out fields and parking area where a water problem has existed for a long time. It is gradually getting worse each day. A new construction of tennis courts is going to cause us to have to rearrange parking in the complex, which also complicates the drainage problem. The facility is also in need of some repairs structurally and cosmetically which we hope to put in this coming fiscal year improvement plan.

Page 2

If you have any questions or are in need of any other information, please feel free to contact us at your convenience. Thank you in advance for your consideration to our request for funding.

Sincerely:

A handwritten signature in cursive script that reads "Bob Salyers". The signature is written in black ink and is positioned above a horizontal line.

Bob Salyers—President of Clinch River Little League

Cc: Lonzo Lester Russell County Administrator

#1

	2019	2020	2021	2022	2023	Actual	Used
<u>Income</u>							
Registration Income	\$4,787.92	\$4,444.26	\$3,500.00	\$8,062.38	\$7,500.00	\$8,452.78	\$952.78
Concession Income	\$11,590.23	-	\$7,000.00	\$22,065.85	\$13,500.00	\$40.00	-\$13,460.00
Sponsorship Income	\$10,085.00	\$5,880.00	\$5,000.00	\$11,169.07	\$10,000.00	\$5,170.00	-\$4,830.00
Fund Raising Income	\$12,621.00	-	\$6,000.00	\$10,598.00	\$10,000.00	\$1,096.04	-\$8,903.96
Tournament Income	\$7,702.38	\$1,307.84	-	\$10,376.00	\$2,000.00	-	-\$2,000.00
Picture Income	-	-	-	-	-	\$200.00	\$200.00
Field Construction Income	\$16,049.54	\$11,521.71	\$12,458.13	\$21,022.52	\$8,000.00	-	-\$8,000.00
Reappropriate from last year	-	\$18,724.50	\$28,017.00	-	\$15,075.00	-	-\$15,075.00
Miscellaneous Income	-	-	-	\$239.10	-	\$7,907.35	\$7,907.35
Total Income	\$62,836.07	\$41,878.31	\$61,975.13	\$83,532.92	\$66,075.00	\$22,866.17	-\$43,208.83

	2019	2020	2021	2022	2023	Actual	Used
<u>Expense</u>							
Equipment Expense	3,492.36	600.00	3,500.00	3,429.41	10,000.00	11,259.91	\$1,259.91
Concession Expense	6,441.35	168.48	5,000.00	7,000.00	7,500.00	2,256.64	-\$5,243.36
Sponsorship Expense	880.00	0.00	1,750.00	1,500.00	1,000.00	-	-\$1,000.00
Fund Raising Expense	9,064.50	0.00	5,000.00	6,500.00	1,500.00	-	-\$1,500.00
Tournament Expense	14,174.23	41.49	1,042.00	2,637.44	2,000.00	200.00	-\$1,800.00
Registration Expense	100.00	235.01	150.00	150.00	100.00	51.63	-\$48.37
Field Construction Expense	19,069.83	15,000.00	30,458.13	20,000.00	25,000.00	10,000.00	-\$15,000.00
Uniform Expense	5,522.00	0.00	8,000.00	7,500.00	8,500.00	5,886.60	-\$2,613.40
Little League Charter & Insurance	3,779.05	1,447.80	3,000.00	5,000.00	5,000.00	3,112.50	-\$1,887.50
State & Local Fees Expense	377.17	375.69	500.00	400.00	400.00	372.22	-\$27.78
Postal Expense	54.00	56.00	75.00	75.00	75.00	66.00	-\$9.00
Player Appreciation	438.60	0.00	1,500.00	2,000.00	2,000.00	-	-\$2,000.00
Miscellaneous Expense	541.18	1,974.75	2,000.00	2,000.00	3,000.00	1,419.47	-\$1,580.53
Total Expenses	63,934.27	19,899.22	61,975.13	58,191.85	66,075.00	34,624.97	-\$66,075.00

Gross Profit (Loss) (\$1,098.20) \$21,979.09 \$0.00
 Net Income (Loss)

2

Itemized Categories
10/1/2022 through 4/28/2023

4/28/2023

Page 1

Date	Account	Num	Description	Memo	Clr	Amount
INCOME						22,866.17
			20 Registrations			8,452.78
			22 sponsorship			5,170.00
			24 fund raisers			1,096.04
			25 concessions			40.00
			32 Pictures			200.00
			38 misc. income			7,700.00
			??????			207.35
EXPENSES						-34,624.97
			0013 ?????			-131.00
			01 Equipment			-11,259.91
			03 uniforms			-5,886.60
			09 construction costs			-10,000.00
			11 Charter fees and Insurance etc.			-3,112.50
			13 Postal Fees			-66.00
			14 State and Local Fees			-372.22
			15 Miscellaneous			-1,288.47
			17 registration refund			-51.63
			18 State Tournament			-200.00
			21 Concessions			-2,256.64
			422 Void			0.00
OVERALL TOTAL						-11,758.80

MONTHLY BANK BALANCES

April 30, 2023

Regular Account	10,333,584.02
Employee Insurance	4,559,592.41
Employee Claims Account	1,000.00
Non-Judicial Reals Estate Sales	25,694.52
School Textbook	10,983.66
Sheriff Domestic Violence	1,183.35
Petty Cash Treasurer	694.80
Sheriff Seized Assets	27,062.48
Sheriff Restitution	3,564.51
Sheriff Forfeited Assets	1,348.49
Comm Attorney Forfeited Assets	32,361.87
Sheriff Federal Forfeited Assets	4,243.73
Comm Attorney Fed Justice Forfeited Assets	73,716.19
Commonwealth Attorney Abanoned Property	500.00
Sheriff Federal Justice Forfeited Assets	1,566.64
Sheriff Special Projuects	6,616.60
SSI Recipients	0.05
Social Service -Coy Hall Dedicated Account	5,558.00
Bank of Honaker	42,348.93
New Peoples Bank	346,669.65
Certificates of Deposit General	49,575.00
Treasurer's Money Market	2,720,687.14
Certificate of Deposit Library Donations	24,788.80
Certificate Of Deposit Employee Insurance	2,005,510.40
Total Cash In Bank	20,278,851.24
Cash In Office	1,600.00
Petty Cash	100.00
TOTAL CASH	20,280,551.24

ACCOUNT	DATE	April 30, 2023
	DEBIT	CREDIT
Cash in Office	1,600.00	
Cash in Bank	20,278,851.24	
Petty Cash	100.00	
General Fund		4,333,855.46
Non-Judicial Real Estate Sales		25,694.52
Sheriff In State Trip		41,115.77
Sheriff Dare Fund		100.00
Sheriff Seized Assets		27,062.48
Sheriff Restitution		3,564.51
Sheriff Forfeited Assets		1,348.49
Comm Attorney Forfeited Assets		32,361.87
Honaker Library Donations		24,783.87
Russell County Housing Fund		4,424.36
Sheriff Federal Forfeited Assets		4,243.73
Sheriff Domestic Violence		1,183.35
Comm Attorney Abandoned Prop		500.00
Comm Attorney Fed Justice		73,716.19
Sheriff Fed Justice Forfeited		1,566.64
Sheriff's Special Projects		6,616.60
Social Services		(479,819.01)
Swva Asap		17,305.80
Coal Road Improvement		1,038,175.99
CSA		(813,766.31)
School Fund		3,311,154.69
School Food		2,005,323.09
School Textbook		10,983.66
Regional Adult Education		254,975.28
Petty Cash Treasurer		694.80
COVID 19		2,068.07
Litter Fund Trash Pickup		(29,010.62)
American Rescue Act		3,626,713.32
Current Credit		(0.79)
Current Debit		14.44
Title XX		11,321.05
SSI Recipients		0.05
Damage Stamp Fund		2,823.98
Valley Heights		93,269.97
Dante Sewer		53,706.00
Employee Health Insurance		4,559,592.41
Employee Insurance COD		2,005,510.40
Employee Insurance Claims		1,000.00
Law Library		62,632.56
Special Welfare		44,129.74
Housing Fund #2		7,700.00
Russell Co Health & Fitness		132,865.92
Cannery		(231,002.84)
WIB		10,051.75
Total	20,280,551.24	20,280,551.24

April 12, 2023

The Regular monthly meeting of the Industrial Development Authority of Russell County, Virginia was held on April 12, 2023 at 5:30 P.M. at the Russell County Board of Supervisors overflow room.

MEMBERS

PRESENT: Richard Lockridge, Chairman
Tony Dodi, Vice Chairman
Carlton Elliott, Secretary
Harry Ferguson, Member
John Stamper, Member
Donnie Christian, Member
DeAnna Jackson, Member
Ron Blankenship, Member

ABSENT: Jarred Glass, Member

STAFF: Ernie McFaddin, Executive Director
Katie Patton, Attorney

The Chairman called the meeting to order at 5:30 P.M.

The secretary called the roll and recorded the roll call.

APPROVAL OF MINUTES

Upon motion made by Donnie Christian, second by Harry Ferguson and duly approved by the Industrial Development Authority of Russell County, Virginia approving the minutes of the March 9, 2023 meeting.

The Vote was:

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

Nay: None

Absent: J. Glass

FINANCIAL REPORT

Upon motion made by Tony Dodi, second by DeAnna Jackson and duly approved by the Industrial Development Authority of Russell County, Virginia approving the March 2023 financial reports and approve paying invoices presented.

The Vote was:

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

Nay: None

Absent: J. Glass

ATTORNEY'S REPORT

The lease for the Acme Building will be ready for implementation by the May meeting.

EXECUTIVE DIRECTOR'S REPORT

The IDA must schedule a public hearing to issue bonds for the debt consolidation with First Bank & Trust.

Upon motion made by Donnie Christian, second by Tony Dodi and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the Executive Director to schedule a public hearing on May 1, 2023 at 5:00 PM in the Board of Supervisors overflow room, located at 131 Highland Drive Lebanon, VA.

The Vote was:

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

Nay: None

Absent: J. Glass

The Town of Honaker has asked for a letter of support for tourism funding from VCEDA.

Upon motion made by Donnie Christian, second by Ron Blankenship and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the Executive Director to prepare a letter of support to VCEDA for the Town of Honaker's tourism funding. The Executive Director is authorized to sign all documents relating to this matter.

The Vote was:

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

Nay: None

Absent: J. Glass

Russell County's comprehensive plan is outdated and should be updated every five years. The Executive Director is asking the Planning Commission to take the initiative to update this plan, as it is needed for most grant applications.

We received a grant to explore the feasibility of using the old 911 center as a day care facility. The United Way has expressed interest in assisting with the project.

NEW BUSINESS

The IDA received a thank you card from Brenda Sword (widow of Roger Sword). The Chairman is working on a resolution and a memorial power point presentation honoring Mr. Sword, with plans to present this to Brenda in June or July.

CLOSED SESSION

Upon motion made by John Stamper, second by Donnie Christian and duly approved by the Industrial Development Authority of Russell County, Virginia to enter Closed Session as permitted by, VA Code #2.2-3711 (3) Property for the purpose of the Tractor Supply and Purchase Proposal (5) Prospective Business for "Little Dipper" and Project "Goat" (7) & (8) Legal for Polycap, Abingdon Collision and Lebanon Inn.

The Vote was:

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

Nay: None

Absent: J. Glass

RECONVENE TO PUBLIC SESSION

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

The Vote was:

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

Nay: None

Absent: J. Glass

CERTIFICATION AFTER RECONVENING IN PUBLIC SESSION

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

The Roll Call Vote Was:

Richard Lockridge	Yes	Carlton Elliott	Yes
Harry Ferguson	Yes	Tony Dodi	Yes
DeAnna Jackson	Yes	Donnie Christian	Yes
Jarred Glass	Yes	John Stamper	Yes
Ron Blankenship	Yes		

MOTIONS FROM CLOSED SESSION

Upon motion made by Carlton Elliott, second by Ron Blankenship and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the Executive Director to submit a request to VCEDA modifying the terms of the second Lebanon Inn loan to match those of the first loan. The Executive Director, Chairman and Secretary are authorized to sign all document relating to this motion.

The Vote was:

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

Nay: None

Absent: J. Glass

Upon motion made by Donnie Christian, second by John Stamper and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the Executive Director to accept the proposal of \$150,000.00 from Tommy Schrader for the purchase of property located at 251 Industrial Dr, Castlewood, VA. (DB726 Page 808). The Executive Director, Chairman and Secretary are authorized to sign all documents relating to this motion.

The Vote was:

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

Nay: None

Absent: J. Glass

ADJOURNMENT

Upon motion made by Donnie Christian, second by Tony Dodi, and duly approved by the Industrial Development Authority of Russell County, Virginia

adjourning this meeting at 8:11 PM to reconvene on May 1 at 5:00 PM at the Board of Supervisors overflow room.

The Vote was:

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

Nay: None

Absent: J. Glass

RECONVENED MEETING

The Regular monthly meeting of the Industrial Development Authority of Russell County, Virginia was reconvened on May 1, 2023 at 5:00 P.M. at the Russell County Conference Center.

MEMBERS

PRESENT: Richard Lockridge, Chairman
Tony Dodi, Vice Chairman
Carlton Elliott, Secretary
Harry Ferguson, Member
John Stamper, Member
DeAnna Jackson, Member
Ron Blankenship, Member

ABSENT: Jarred Glass, Member
Donnie Christian, Member

The Chairman called the meeting to order at 5:00 P.M.

The secretary called the roll and recorded the roll call.

The Chairman opened the floor for public hearing on the matter of bond issuance for debt consolidation.

Hearing no public comments, the Chairman closed the public hearing at 5:15 PM.

Upon motion made by Tony Dodi, second by Harry Ferguson, and duly approved by the Industrial Development Authority of Russell County, Virginia adopting the following resolution for the necessity of the bond and approval of the Board of Supervisors for issuance of the bond.

**RESOLUTION OF THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF RUSSELL COUNTY**

WHEREAS, the Industrial Development Authority of Russell County (the “Authority”) intends to issue a tax-exempt Industrial Development Refunding Revenue Bond in the principal amount of up to \$6,255,000.00 (the “Bonds”) to refinance infrastructure and promote economic development in Russell County, Virginia (the “County”) and

WHEREAS, a public hearing, duly advertised, was held as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) and Section 15.2-4906 of the Code of Virginia 1950, as amended (the “Virginia Code”) on May 1, 2023 at 5:00 p.m. at the 133 Highland Dr., Suite B, Lebanon, VA.

**NOW, THEREFORE, BE IT RESOLVED BY THE INDUSTRIAL
DEVELOPMENT AUTHORITY OF RUSSELL COUNTY AS FOLLOWS:**

1. It is hereby found and determined that refinancing of the infrastructure sufficient to promote economic development in County will be in the public interest of the County and its environs, and will benefit the County and promote the welfare of its citizens.
2. The Bond shall be designated as “Qualified Tax-Exempt Obligations” for purposes of Section 265(b) of the Code. Neither the Authority nor any “subordinate entities” within the meaning of Section 265(b) of the Code has issued any tax-exempt obligations not including private activity bonds for entities other than organizations described in Section 501(c)(3) of the Code during calendar year 2023, and the reasonable anticipated amount of tax-exempt obligations not including private activity bonds for entities other than organizations described in Section 501(c)(3) of the Code which will be issued by the Authority and all “subordinate entities” thereof during calendar year 2023 will not exceed \$10,000,000.00. The Authority will not designate more than \$10,000,000.00 of qualified tax-exempt obligations pursuant to Section 265(b) during the calendar year 2023.
3. The Authority hereby agrees that the issuance of Bonds in an amount not to exceed \$6,255,000, upon terms and conditions mutually agreeable to the Authority and the purchaser of the bonds and subject to the requirements of the Code.
4. The Authority hereby approves Dennis E. Jones & Associates, P.C. as bond counsel to supervise the proceedings and approve the legality of the issuance of the Bonds.
5. The Authority shall pay all costs and expenses in connection with the issuance of

ADJOURNMENT TO RECONVENE

Upon motion made by Tony Dodi, second by John Stamper, and duly approved by the Industrial Development Authority of Russell County, Virginia adjourning this meeting at 5:16 PM to reconvene on May 1 at 6:15 PM at the Russell County Conference Center.

The Vote was:

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

Nay: None

Absent: J. Glass, D. Christian

RECONVENE MEETING

The Regular monthly meeting of the Industrial Development Authority of Russell County, Virginia was reconvened on May 1, 2023 at 6:51 P.M. at the Russell County Conference Center.

MEMBERS

PRESENT: Richard Lockridge, Chairman
Tony Dodi, Vice Chairman
Carlton Elliott, Secretary
Harry Ferguson, Member
John Stamper, Member
DeAnna Jackson, Member
Ron Blankenship, Member

ABSENT: Jarred Glass, Member
Donnie Christian, Member

The Chairman called the meeting to order at 6:51 P.M.

Upon motion made by Tony Dodi, second by DeAnna Jackson, and duly approved by the Industrial Development Authority of Russell County, Virginia allowing Mr. Stamper to attend the meeting by phone pursuant to the electronic meeting policy, due to Mr. Stamper traveling for work purposes.

The Vote was:

Aye: C. Elliott, T. Dodi, H. Ferguson, D. Jackson, R. Blankenship

Nay: None

Absent: J. Glass, D. Christian

Upon motion made by Harry Ferguson, second by Ron Blankenship, and duly approved by the Industrial Development Authority of Russell County, Virginia adopting the following resolution authorizing the issuance of the bond for debt consolidation.

**RESOLUTION OF THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF RUSSELL COUNTY**

WHEREAS, the Industrial Development Authority of Russell County (the "Authority") intends to issue a tax-exempt Industrial Development Revenue Bond in the principal amount of up to \$6,255,000.00 (the "Bond") to finance and refinance infrastructure improvement and promote economic development in Russell County, Virginia (the "County"); and,

WHEREAS, the Authority has held a public hearing regarding the issuance of up to \$6,255,000.00 Tax Exempt Industrial Development Revenue Bonds, Series 2023-A (the "Bonds") on May 1, 2023 and approved the issuance of same; and

WHEREAS, Authority has requested that the Board of Supervisors of the County (the "Board"), approve the issuance of the Bonds in compliance with the Internal Revenue Code of 1986, as amended (the "Code") and Section 15.2-4906 of the Code of Virginia of 1950, as amended (the "Virginia Code"); and,

WHEREAS, the Board has, by Resolution passed May 1, 2023, determined that the issuance of the Bonds is in the best interests of the citizens of the County, will improve the County's tax base, will improve employment conditions in the County, promote industry and develop trade in the County, increase commerce within the County, and improve the safety, health, welfare, convenience and prosperity of citizens of the County; and,

WHEREAS, the Authority has received and considered financing proposals from First Bank & Trust Company regarding the purchase of the Bond (Exhibit "A").

NOW, THEREFORE, BE IT RESOLVED BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF RUSSELL COUNTY:

1. The Authority hereby agrees to the issuance of Bonds in an amount not to exceed \$6,255,000.00, upon terms and conditions mutually agreed to in the financing proposal of First Bank & Trust Company (Exhibit "A"). Luther E. McFaddin, Jr., Executive Director is authorized to execute the financing proposal and deliver same to First Bank & Trust Company on behalf of the Authority.

2. The Bonds shall be designated as "Qualified Tax-Exempt Obligations" for purposes of Section 265(b) of the Code. Neither the Authority nor any "subordinate entities" within the meaning of Section 265(b) of the Code has issued any tax-exempt obligations not including private activity bonds for entities other than organizations described in Section 501(c)(3) of the Code during calendar year 2023, and the reasonable anticipated amount of tax-exempt obligations not including private activity bonds for entities other than organizations described in Section 501(c)(3) of the Code which will be issued by the Authority and all "subordinate entities" thereof during calendar year 2023 will not exceed

\$10,000,000.00. The Authority will not designate more than \$10,000,000.00 of qualified tax-exempt obligations pursuant to Section 265(b) during the calendar year 2023.

3. The execution and delivery, recordation and performance, as appropriate by the Authority of the Basic Documents are authorized. The Director of the Authority and Secretary of the Authority are authorized and directed to execute on behalf of the Authority the Basic Documents and any other documents required by Bond Counsel and First Bank & Trust Company, and, if required, the Clerk of the Authority is authorized and directed to affix or to cause to be affixed the seal of the Authority to the Basic Documents and other documents and to attest such seal. Each officer or agent of the Authority is authorized to execute and deliver on behalf of the Authority such instruments, documents or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this Resolution or contemplated by the Basic documents, and all of the foregoing, previously done or performed by such officers or agents of the Authority, are in all respects approved, ratified and confirmed.

4. **Nothing in this Resolution, the Basic Documents or other documents necessary for the closing shall be deemed a lending of the credit or constitute a debt of the Commonwealth of Virginia, the Authority or the County, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the Commonwealth of Virginia or the County.**

5. This resolution shall take effect immediately upon its adoption.

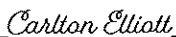
DATED: May 1, 2023.

<u>MEMBER</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSENT</u>
HARRY FERGUSON	X_____	_____	_____
TONY DODI	X_____	_____	_____
DONNIE CHRISTIAN	_____	_____	X_____
DEANNA JACKSON	X_____	_____	_____
CARLTON ELLIOTT	X_____	_____	_____
RICHARD LOCKRIDGE	X_____	_____	_____
JOHN STAMPER	X_____	_____	_____
JARRED BLASS	_____	_____	X_____
RON BLANKENSHIP	X_____	_____	_____

CERTIFICATE

The undersigned Clerk of the Industrial Development Authority of Russell County, Virginia, certifies that the foregoing is a true, correct and complete copy of a Resolution adopted by the Affirmative vote of a majority of the Industrial Development Authority present at a public meeting held May 1, 2023, at which meeting a quorum was present and acting throughout.

Dated: May 1, 2023.



**Clerk, Industrial Development Authority
 of Russell County, Virginia**

ADJOURNMENT

Upon motion made by Tony Dodi, second by John Stamper, and duly approved by the Industrial Development Authority of Russell County, Virginia adjourning this meeting at 6:54 PM.

The Vote was:

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

Nay: None

Absent: J. Glass, D. Christian

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



Russell County Tourism BOS Report May 2023

Upcoming Events

- June 2nd – 3rd:** Clinch River Days
- June 3rd:** Sam Whited Music Convention
- June 9th-10th:** Cedar Fest
- July 1st:** Honaker Independence Day Celebration
- July 3rd:** Cleveland 4th of July
- July 4th:** Lebanon Independence Day
- July 7th – 8th:** PBR Rodeo
- July 28th – 29th:** Big Rig Showdown
- August 12th:** Beach Party
- September 4th – 9th:** Russell County Fair & Horse Show
- September 23rd:** Heritage Festival
- September 30th:** VetFest
- October 21st:** Library (LVA) on the Road
- October 31st:** Haunting on Main
- December 9th:** Christmas Bike Night

Scholarship Awarded

I am pleased and honored to have had the opportunity to present the 2023-2024 Scholarship Award to Tyler McNulty from Honaker High School on May 7th, 2023.

Dante Coal Mine Memorial

The DCA hosted a wonderful dedication to the miners who lost their lives in the Clinchfield Coal Mine Disaster and all those who lost their lives and dedicated their lives.

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



AGHTA Show – Cleveland Horse Show

Spring Shoot Out had a fantastic turnout with their first show of the year. I am excited to see all the future shows this year, and we will be working on some promotions for the Cleveland Horse Show ring.

Cedar Fest – Town of Lebanon

I have been working closely with Shane Farmer in the Parks and Recreation Department to develop a Facebook Page for the event and an interactive poster. I am also happy to share that the event received the Special Event & Festival Grant through VTC.

Event Set-up

We will be set up at the Clinch River Days Festival, Cedar Fest – partnering with the Town of Lebanon booth. I will also be attending the AGHTA Horse Show this month, as well.

Russell County Food Truck Park

I am pleased to inform the committee that the Tourism Department has been approved by the Russell County IDA for a Food Truck Park at The Russell Sewing Factory adjacent parking lot. I have begun working on the production of this project, although we will have to wait for the opening until we can communicate with the IDA on the legality of the project. Since this property is actively on the market through the IDA, we must agree that once/and if the property is sold, we will have to vacate the property. Which I do not believe would be a problem, and if there are any concerns, please feel free to reach out to me.



The current logo for the Food Truck Park.

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



Blue Ridge Outdoors Ads & Advertorial

Road Trip Edition July

1/2 Page Advertorial + E-News Ad

Adventure Towns Edition November

½ Page Advertorial + E-News Ad

Website Development

I am currently working on transferring and redeveloping our current webpage. Unfortunately, since we had to transfer the website from Sitelio to Wix the transfer period for the domain is 15 days. Therefore, our website will be down for a total of 15 days. Although, this time will give me plenty of time to get the webpage developed.

Webpage

Page Visits Increased – averaging 301 visitors up from 153.

Session Time – 3 minutes.

Virginia – 294

Reaching Other States including (Maryland, Georgia, and Washington)

International – United Kingdom, France, & Canada

New vs. Returning Visitors

96% - New

4% - Returning

Social Media & Webpage

Started a Pinterest Account

Facebook Data (within the past month)

People Reached – increased to 30k from 13,150.

Page Visits – 1,333

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



Post Engagements – increased to 8,860 from 2,837.

Page Followers – 122 NEW FOLLOWERS from 39 new followers

Historical Subcommittee Meeting – May 15th: We just had a historic subcommittee meeting this past Monday. It was very successful, and we have set a date for the Heritage Festival at the Old Russell County Courthouse for September 23rd. If you are interested in helping with the planning of this event, feel free to reach out to Dustin Blackson (Historic Subcommittee Chairperson) or me.

VA250 – I will be scheduling a VA250 meeting for Russell County in the upcoming weeks, please keep an eye out for a doodle poll with possible times, thank you!

CRVI Meeting

The Clinch River Valley Initiative will be having a networking and partnership meeting at the Lyric Theater in St. Paul, Virginia on June 6th, 2023.

*Also please see the project timeline currently being working as well as running social media, meeting with local business owners, and other community officials & organizations. *

Russell County Planning Commission

April 17, 2023

The Russell County Planning Commission met on Monday, April 17, 2023 in the conference room of the Board of Supervisors at the Russell County Government Center, 137 Highland Drive, Lebanon VA.

Members Present

Members Absent

Others Present

Mark Mitchell

Philip Addington

Oris Christian

Keith Ray

Charlie Edmonds

John Mason

Ernie McFaddin

Jack Compton

Chairman Mark Mitchell called the meeting to order at 6:30 p.m.

Invocation and Pledge of Allegiance given.

Agenda approved. Motion by, Oris Christian seconded by Charlie Edmonds, motion passed unanimously.

March 20, 2023 Meeting minutes approved as amended. Motion by Charlie Edmonds, seconded by Oris Christian, motion passed unanimously.

New Business

Plat from the Town of Honaker was reviewed and found acceptable by the board. A plat from Chris Dale was reviewed and the board requested verification that the splits shown on the plat have been recorded as shown.

Review of Plats

Plats for the months of March and April were reviewed. Transactions dated March 21, 2023 through April 17, 2023. The plat from Mr. Chris Dale will be reviewed at the next planning commission meeting. All other plats presented were approved.

Other Business

Secretary Ernie McFaddin updated the board on IDA projects.

Meeting adjourned. Motion by Charlie Edmonds, seconded by, Oris Christian the motion passed unanimously.



Mark Mitchell, Chairman

Attest:



Ernie McFaddin, Secretary

RUSSELL COUNTY PLANNING COMMISSION

MARCH 21, 2023- APRIL 17, 2023

- 1. Eric W Fritts & Sandra L. Frittz 3.496 AC, 3.502 AC, 2.765 AC Family division White DR (had previously been approved but a map number was corrected for this survey)**
- 2. Glenn & Dorothy Hubbard 1.309 AC to family member Remaining acreage 66.661 AC Family division Swords Creek RD**
- 3. Donald Lynn Gray Estate .75 AC Remaining acreage 27.25 AC Single Division Morning Star Circle**
- 4. Morris Miller to Karen Miller Sokol 18.84 AC & Sharon Miller Wicker 43.81 AC Family division Hubbardtown RD**
- 5. Donald Price .792 AC & 1.958 AC Boundary line adjustment Corn Valley RD**
- 6. Patty Ann Carter 2.42 AC Boundary Survey Fork Ridge RD**

RUSSELL COUNTY CONFERENCE CENTER

May 1, 2023

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

Date	Event	Event Type	Space
05/01/23	Public Service Week Breakfast VDOT Lebanon Residency Lois Woods	Individual Event	Full \$145
05/05/23	Lebanon High School Prom Judy Jesse	Individual Event	Full \$125
05/06/23	Lebanon High School Prom Judy Jesse	Individual Event	Full \$135
05/09/23	Clinch Valley Community Action Rock-A-Thon Susan White	Community Event	Full \$0
05/11/23	Toys For Tots Bingo Becky Robinette	Community Event	Full \$125
05/13/23	Republican Primary Tara Dye	Community Event	Full \$125

Date	Event	Event Type	Space
05/15/23	ANGD First Responder Training Punkie Louthern	Individual Event	Half \$135
05/16/23	Russell County Tax Sale Alicia McGlothlin	Community Event	Full \$0
05/17/23	Strong ACC Regional: Partners Meeting Heather Logan	Individual Event	Full \$240
05/19/23	Mighty Warriors Special Needs Baseball Bingo Andrea McClanahan	Community Event	Full \$125
05/20/23	Castlewood Christian School Prom Shanna Cook	Individual Event	Full \$125
05/25/23	Russell County Drug Court Missy Carter	Individual Event	Full \$0
05/27/23	Robinson Family Reunion Tamara Plaster	Individual Event	Full \$205

- \$375.00

Final Total = \$ 1,495.00

THE RUSSELL COUNTY TRANSPORTATION AND SAFETY COMMISSION MET AT BONANZA RESTAURANT IN LEBANON VIRGINIA ON MAY 9TH 2023. **NOTICE MEETING TIME HAS BEEN CHANGED BACK TO 6:00 PM**

MEMBERS & GUEST PRESENT

GARY DOTSON EUGENE FERGUSON BARBARA COX HENRY STINSON LINDA CROSS
CARL RHEA MIKE OQUINN HENRY KINCER BILL WATSON

GUARD RAILS CONTRACTOR BEHIND IN BRISTOL AREA

- 1-GUARD RAILS REPLACED AS DAMAGED
- 2-RT 80 DON STEVENS DR. GUARD RAIL DAMAGED BARTONS GARAGE DOWN IN SUBV.
- 3-RT. 19 N VALREO CROSS OVER GUARD RAIL END DAMAGED
- 4-RT 58 WEST DAMAGED GUARD RAIL AT MILE MARKER 61 CROSSOVER
- 5-COPPER RIDGE NEEDS A GUARD RAIL PLACED IN A CURVE NEAR HOUSE 2290
- 6-RT. 58 W AT QUARRY ROAD GUARD RAIL EXTENSIVE DAMAGE
- 7-RT. 19 N WAL-MART ENTERANCE GUARD RAIL DAMAGED
- 8-RT 58 WEST NEAR MILE MARKER 68.8 HONAKER CHURCH GUARD RAIL DAMAGED
- 9-RT 19/80 INTERSECTION GUARD RAIL DAMAGED
- 10-RT 58 WEST AT HAWKINS MILL GUARD RAIL
- 11-RT 58 WEST GUARD RAIL DAMAGED NEAR MILE MARKER 62.6 IN A STEEPE CURVE
- 12- RT- 58 EAST GUARD RAIL DAMAGED NEAR MILE MARKER 62.6
- 13-RT 58 EAST SEVERAL SECTION OF GUARD RAIL DAMAGED NEAR TRASH SITE
- 14-RT RT 58 W/683 MEMORIAL DRIVE SIGN POST DAMAGED AT THE INTERSECTION
- 15- RT 19 S CROSSOVER AN END CAP MISSING CAUSED BY AN ACCIDENT
- 16-RT 58 WEST MILE MARKER 68.8 ACROSS FROM HONAKER CHAPEL GUARD RAIL DAMAGED
- 17-RT 58 WEST NEAR MILE MARKER 71.8 TREE FELL DAMAGING GUARD RAIL

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 AND EAST AT THE TRUIST BANK AREA DITCH PARTIALLY PLUGGED CAUSING WATER TO BACKUP THUS FLOWING ONTO THE ROAD
- 3- RT 67 1/8 MILE FROM TAZWEELL COUNTY LINE SHOULDER BREAKING OFF
- 4-RT 19/80 NORTH BOUND ROAD HAS A LARGE DIP AT THE TURN OFF
- 5-RT 615 FIRST HOUSE ON DINSMORE HILL PAST GOLG COURSE POT HOLES
- 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
- 8-RT 613 MOCCASIN VALLEY NEAR HOUSE 3951 ROAD BREAKING OFF. DEFLECTOR AND DELINATORS HAVE BEEN INSTALLED. WILL RIP RAP DITCH
- 9-RT 67 NEAR E. DILLION WATER STANDS IN ROAD DURING RAINS POSSIBLE FIX IS TO CUT A WINDOW IN THE SHOULDER OR EMIMATE BERM
- 10-RT 67 DYE HILL A 40 FEET SECTION OF ROAD SINKING
- 11-RT 661 CLEVELAND ARTRIP BRIDGE GUARD RAIL BEING WASHED OUT NEAR CAMPBELL KISER
- 12- RT 949 /191INTERSECTION TWO LARGE POT HOLES
- 13-RT 637 JUST BEFORE OLD SKATING RINK LARGE POT HOLES
- 14-RT 19 NORTH NEAR SOULS HARBOR CHURCH ROAD SINKING. WILL MILL AND RESURFACE
- 15-RT 727 SCENIC GARDEN ROAD WATER LINE CROSSING THE ROAD HAS SUNK DOWN
- 16-RT 614 AT THE BLUFF NEEDS LINES PAINTED AND DEFLECTORS ROAD OFTEN FOGGY OR ICY
- 17-RT- 19 N CURVE NEAR FIELDS TRAILOR PARK WAS PREVIOUSLY APPROVED TO BE TAKEN OUT. LATE 2025 THE CURVE WILL NOT BE TAKEN OUT BUT ADJUSTED
- 18-RT 58 W NEAR MILE MARKER 62.6 BUZZARDS ROOST THE STEEP CURVE NEEDS ATTENTION CHEVRONS ARE IN PLACE. POSSIBLE IMPROVEMENTS WOULD BE FLASHING CHEVRONS. OVER THE PAST SEVERAL WRECKS HAVE HAPPENED AT THIS SITE
- 19-RT-640 NEEDS TWO CURVES SCALED BACK FIRST ONE APPROXIMATELY 1 ½ MILE FROM RT. 82 NEAR A WEEPING WILLOW ACROSS FROM TOMMY BREEDING HOUSE
- 20-CARTERTON ¼ MILE EAST OF CLINCH RIVER BRIDGE FOR APPROXIMATELY ONE MILE NEEDS TO BE RESURFACED
- 21RT 82 CLEVELAND ROAD NEEDS REFELECTOR ON DOWN THE MOUNTAIN GUARD RAILS
- 22-RT 19 S NEAR NOLAN STEVENS AT THE CROSS OVER ROAD HOLDING WATER
- 23-RT- 740 COPPER ROAD ENTIRE ROAD NEEDS TO BE RESURFACED. WILL REPAIR WORSE SPOTS
- 24-RT- 657 GREEN VALLEY NEAR SHAW ST. ROAD SINKING DUE TO WATER LINE CROSSING THE ROAD
- 25-RT 662 ROAD NEEDS WIDENED FROM ROUTE 80 TO SMOOCH BRANCH
- 26-RT 662 3 MILE FROM ROUTE 80 DRAIN PIPE PLUGGED

SCHOOL BUS SAFETY AND OTHER CONCERNS

- 1- RT 611 JOHNSON SETTLEMENT REQUEST SPEED LIMIT SIGNS COUNTY NEEDS TO REQUEST A STUDY

1ITEMS REPORTED CORRECTED

1-RT 58 WEST THE DITCH HAS BEEN PARTICALLY PULLED BUT DITCH HAS HIGH SPOTS ON BOTH SIDES OF RT 58 ACROSS FRON TRUIST BANK CAUSING WATER TO DAM UP SEE # 2 SHOULDER REPAIR

2-RT 604 MOLLS CR. HANGING TREE LIMBS HAVE BEEN TRIMMED

3-RT 67 SHOULDER RAPAIED ABOVE THE BOLCK CHURCH

4-RT 657/660 ROAD BROKE OFF NEAR ROLLING MEADOWS REPAIRED

5-RT-641 POT HOLES REPAIRED

6-RT 82 ON RIVER TERRACE ROAD PLUGGED DRAIN PIPE REPAIRED

7-RT 67 SOUTH SHOULDER REPAIRED NEAR GARDENER

8-RT 645 NEAR NASH’S FORD BRIDGE POT HOLES REPAIRED

9-SMOOTHS BRANCH BROKEN PAVEMENT REPAIRED

10-RT 676 CLINCH MTN. ROAD SINKING REPAIRED

11-RT 745 SHOTGUN HOLLOW POT HOLE REPAIRED NEAR INTERSECTION

12-RT 676 LARGE POT HOLE REPAIRED NEAR HANK FIELDS

FUTURE SUGGESTED MAJOR SAFETY PROJECTS

1-RT 627 DANTE SAWMILL HOLLOW ROAD NARROWS TO ONE LANE NEEDS TO BE WIDENED JUST ACROSS THE RR TRACKS. AT THE CULVERT

2-Rt. 80 FROM THE DOUBLES TO RT.19 NEEDS A PASSING LANE INSTALLED. SMART SCALE PROJECT. **NEEDS TO BE INITIATED BY THE COUNTY**

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

4-RT 667 CENTURY FARM RD. FIRST INTERSECTION NEEDS TO BE WIDENED HAVE HAD SEVERAL WRECKS POSSIBLE REVENUE SHARING PROJECT

5-RT 651 HUBBARD TOWN ROAD INTERSECTION ONTO NEW GARDEN ROAD NEEDS TO BE WIDENED A BLIND SPOT IN THE CURVE. TWO CRASHES IN THE LAST TWO YEARS POSSIBLY SCALE BACK THE BANK

6-RT 684 OFF ROUTE 65 ROAD NEEDS TO BE WIDENED ESPECIALLY ON THE LOWER END UP TO THE CHURCH

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 JUNE 13TH 2023 WE THANK ALL WHO ARE INVOLVED IN KEEPING
OUR ROADWAYS SAFE AND OUR GUEST PARTICAPTION

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