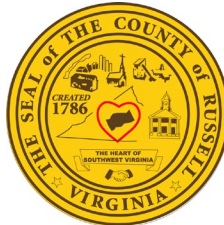


RUSSELL COUNTY
BOARD OF SUPERVISOR'S MEETING
AGENDA – OCTOBER 5, 2020

Conference Room**Regular Meeting****5:00 PM**

Russell County Governmental Center
Lebanon, Virginia 24266



The Russell County Board of Supervisors Meetings will be held pursuant to the Russell County Emergency Ordinance of April 6, 2020 to allow for the Continuity of Government Operations During the Pandemic, including Altering the Process for Conducting Public Meetings; Restricting the Use of Public Buildings or Facilities; Providing Additional Powers to the Director of Emergency Management to Incur Costs, Waive Procedures, and Take Other Temporary Actions; and Suspending Deadlines and Procedures.

CALL TO ORDER & ROLL CALL – Clerk of the Board

EXECUTIVE SESSION (CLOSED) – Legal Matters

(SCHEDULED ONE HOUR BEFORE REGULAR BOS MEETING - - REGULAR BOS MEETING BEGINS AT 6 P.M.)

- **Project Brown & Project Jonah - Economic Development Projects**

INVOCATION – Chairperson

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

APPROVAL OF AGENDA

NEW BUSINESS

1. **Approval of Minutes. Consider approval of the minutes of the following meeting of the Russell County Board of Supervisors.....A-1**
 - a. **Unapproved minutes of September 8, 2020**

2. Approval of Expenditures. Consider approval of expenditures presented for payment.....A-2

3. Committee Appointments for Board Consideration.

Highway & Safety Commission

Tim Lovelace Two-Year Term October 1, 2020

Industrial Development Authority

Jarred Glass Four-Year Term October 3, 2020

CITIZEN'S COMMENT PERIOD

CONSTITUTIONAL OFFICER REPORTS AND REQUESTS

COUNTY ATTORNEY REPORTS AND REQUESTS

1. CPRWMA Manpower/User Agreement.....B-1
2. RC IDA Revenue Bond Resolution – VDH Project.....B-2
3. Project Grow Revenue Sharing Agreement.....B-3

COUNTY ADMINISTRATOR REPORTS AND REQUESTS

REPORTS

1. Russell County CARES Fund Financial Summary.....C-1
2. RC School's Learning Center.....C-2

REQUESTS

3. Russell County "CARES" Business Grants.....C-3
4. VEDP Commonwealth's Development Opportunity Fund – Performance Agreement - Polycap LLC.....C-4
5. RC BOS Resolution of Support for VDOT Closing of Rte. 601 for Landslide Repairs.....C-5

6. RC BOS Resolution of Support for VDOT Project – Roanoke Hill Road
Rte. 687 Single Lane Bridge Construction.....C-6
7. RC Planning Commission – Crystal White’s Resignation Letter.....C-7
8. RC BOS Discretionary Community Funds.....C-8

MATTERS PRESENTED BY THE BOARD**ADJOURNMENT****COUNTY AGENCY / BOARD REPORTS:**

- Treasurer’s Report.....D
- RC IDAE
- RC PSAF
- RC Tourism.....G
- RC Planning CommissionH
- Conference Center.....I
- RC Fitness Center.....J
- RC Transportation & Safety.....K
- RC Cannery Reports.....L
- RC Building Inspector.....M
- RC Litter Report.....N
- CPWMA Report.....O
- RC Disposal 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)(5) - Discussions concerning prospective business interest (Project Brown & Project Johan) in locating its facilities in Russell County Virginia.

The vote was:

Aye: _____

Nay: _____

CERTIFICATION OF CLOSED SESSION

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

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

Are there any Supervisors who believe a departure has taken place?

Seeing none, if you agree that the matters heard, discussed or considered during the closed meeting were pursuant only to the motion(s) by which the closed meeting was convened, please signify by saying aye or yes.

Tim Lovelace -

Lou Ann Wallace -

Carl Rhea -

Steve Breeding -

David Eaton -

Rebecca Dye -

Oris Christian -

APPROVAL TO RETURN TO REGULAR SESSION

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

The vote was:

Aye: _____

Nay: _____



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item A-1
Presenter: Chairperson

Meeting: 10/5/20 6:00 PM

Approval of Minutes

Request approval of the minutes from the following meeting:

- **Unapproved minutes of September 8, 2020**

STAFF RECOMMENDATION(s):

Board discretion

SUGGESTED MOTION(s):

Motion to approve Board Minutes.

ATTACHMENTS:

- Board Minutes

September 08, 2020

A regular monthly meeting of the Russell County Board of Supervisors was held on Tuesday, September 08, 2020 at 6:00 pm at the Russell County Conference Center in Lebanon, Virginia.

The Clerk called the meeting to order.

Roll Call by the Clerk:

Present:

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

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

Absent:

None

Invocation by the Chair, followed by the Pledge of Allegiance to the Flag.

APPROVAL OF THE AGENDA

Motion made by Tim Lovelace, second David Eaton and duly approved by the Board of Supervisors to approve the agenda as presented.

The vote was:

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

Presentations

Dr. Greg Brown, Superintendent RCPS presented a remote learning option for children in K-12 on the days that they are not physically present at school due to the COVID-19 pandemic. Russell County Public Schools would be partnering with the Workforce Development Board, United Way and the Board of Supervisors to open a facility in the government center that is currently not being used by Southwest VA Community College. Children participating in the program would receive free breakfast and lunch on site. The facility would be staffed with two managers, two clerks and a School resource officer. Dr. Brown asked that the Board help fund this program with COVID-19 funds in the amount of \$150,000. Other options for remote learning facilities in various locations were also discussed by the Board to make sure all students in the county have the same opportunity. Dr. Brown agreed to explore these options.

APPROVAL TO FUND A REMOTE LEARNING CENTER

Motion made by Carl Rhea, second Steve Breeding and duly approved by the Board of Supervisors to fund the "learning center" with COVID-19 funds in the amount of \$150,000 with the understanding that other locations in the county would be explored for remote learning.

The vote was:

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

Nay: None

Abstain: David Eaton

Pat Gray spoke about Constitution Week. She asked that the Board approve a resolution proclaiming the week of September 17-23, 2020 as Constitution Week.

SEPTEMBER 17-23-2020 PROCLAIMED AS CONSTITUTION WEEK

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve a resolution proclaiming the week of September 17-23, 2020 as Constitution Week.

The vote was:

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

Nay: None

Toby Edwards, CPRWMA asked that the Board consider purchasing tire cutting equipment to help offset the cost of tire disposal. The abundance of tires and the cost of disposal in Russell, Dickenson and Buchanan County is constantly rising. The purchase would be funded by the balance left from last fiscal year's budget. Therefore, there would be no extra expense to the three counties that make up the waste authority.

AUTHORIZATION FOR THE CPRWMA TO PURCHASE TIRE CUTTING EQUIPMENT

Motion made by David Eaton, second Tim Lovelace and duly approved by the Board of Supervisors to authorize the Cumberland Plateau Regional Waste Management Authority to purchase tire cutting equipment.

The vote was:

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

Nay: None

APPROVAL OF THE AUGUST 03, 2020 MINUTES

Motion made by Steve Breeding, second Lou Wallace and duly approved by the Board of Supervisors to approve the August 03, 2020 minutes and dispense with the reading thereof.

The vote was:

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

Nay: None

APPROVAL OF THE AUGUST 18, 2020 MINUTES

Motion made by Carl Rhea, second Oris Christian and duly approved by the Board of Supervisors to approve the August 18, 2020 minutes and dispense with the reading thereof.

The vote was:

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

Nay: None

APPROVAL OF GENERAL COUNTY INVOICES

Motion made by Tim Lovelace, second Lou Wallace and duly approved by the Board of Supervisors to approve general county invoices in the amount of \$1,804,035.10 including reoccurring and withholdings.

The vote was:

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

Nay: None

HEATHER POWERS RE-APPOINTED TO THE HOA

Motion made by Lou Wallace, second Tim Lovelace and duly approved by the Board of Supervisors to re-appoint Heather Powers to the Heart of Appalachia for a (2) two-year term, said term ending September 08, 2022.

The vote was:

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

Nay: None

VICTORIA GENT APPOINTED TO THE HOA

Motion made by Steve Breeding, second Lou Wallace and duly approved by the Board of Supervisors to appoint Victoria Gent to the Heart of Appalachia for a (2) two-year term, said term ending September 08, 2022.

The vote was:

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

Nay: None

ERIC BROWN APPOINTED TO THE CMCSB

Motion made by David Eaton, second Carl Rhea and duly approved by the Board of Supervisors to appoint Eric Brown to the Cumberland Mountain Community Services Board to fill the unexpired term of Michelle Vance, said term ending December 31, 2022.

The vote was:

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

Nay: None

Citizens Comment

The Chair opened citizens comment period.

Kelly M. Delph, RCPL stated that the library had received COVID-19 funds from the Library of Virginia. They have decided to use the money to provide “virtual” library cards to students to allow them to download books.

William Osborne, Swords Creek commented that there is no high-speed internet access for a four-mile section near his home. He wants to know how they can get access.

Citizens comment was closed by the Chairperson.

County Attorney Reports and Requests

APPROVAL TO EXTEND THE CONTINUITY OF GOVERNMENT ORDINANCE

Motion made by Carl Rhea, second Lou Wallace and duly approved by the Board of Supervisors to extend the Continuity of Government Ordinance for another six months.

The vote was:

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

Nay: None

APPROVAL OF THE COURTHOUSE SECURITY ORDINANCE

Motion made by Steve Breeding, second Tim Lovelace and duly approved by the Board of Supervisors to approve the Courthouse Security Ordinance as presented.

The vote was:

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

Nay: None

APPROVAL OF AN ADDENDUM TO THE CPRWMA MANPOWER AGREEMENT

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve an addendum to the Cumberland Plateau Regional Waste Management Authority manpower agreement.

The vote was:

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

Nay: None

APPROVAL OF THE RATCLIFF FOUNDATION RESOLUTION CONCERNING CIVIL WAR STATUES

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve a resolution that would support the endeavor of the Ratcliff Foundation concerning Civil War historic statues.

The vote was:

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

Nay: None

EMERGENCY MANAGEMENT DEPARTMENT ISSUE TABLED

Motion made by Oris Christian, second David Eaton and duly approved by the Board of Supervisors to table the Emergency Management Coordinator position exemption decision until the October 05, 2020 meeting.

The vote was:

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

Nay: None

County Administrator Reports and Requests

APPROVAL OF \$75,000 FOR "CARES" BUSINESS GRANTS

Motion made by David Eaton, second Tim Lovelace and duly approved by the Board of Supervisors to approve Russell County "Cares" Business Grants to local businesses in the amount of \$75,000.

The vote was:

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

Nay: None

APPROVAL TO CONVERT IDA LOCAL BUSINESS LOANS IN THE AMOUNT OF \$50,000 TO GRANTS

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to convert \$50,000 Russell County Industrial Development Authority business loans to local businesses to grants to be paid from COVID funds.

The vote was:

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

Nay: None

APPROVAL OF A SUPREME COURT OF VA ADULT TREATMENT COURT GRANT

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to accept and appropriate a Supreme Court of Virginia grant for the Russell County Adult Treatment Court in the amount of \$90,000

The vote was:

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

Nay: None

APPROVAL OF \$535,143.68 IN REVERSION FUNDS FROM THE RUSSELL COUNTY SCHOOL BOARD

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to accept reversion funds in the amount of \$535,143.68 from the Russell County School Board for FY 20.

The vote was:

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

Nay: None

APPROVAL OF FY 20 RECONCILIATION CONTRIBUTIONS/DEBT FROM THE SWVRJA

Motion made by Tim Lovelace, second Carl Rhea to accept Southwest Virginia Regional Jail Authority FY 20 Reconciliation of Local Contributions/Debt in the amount of \$527,967.18.

The vote was:

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

Nay: None

APPROVAL TO PURCHASE A TRUCK FOR THE SOLID WASTE DEPARTMENT

Motion made by David Eaton, second Carl Rhea and duly approved by the Board of Supervisors to approve the purchase of a new solid waste disposal truck.

The vote was:

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

Nay: None

APPROVAL TO SELL A SOLID WASTE DEPARTMENT TRUCK

Motion made by David Eaton, second Carl Rhea and duly approved by the Board of Supervisors to Authorize the solid waste department to sell solid waste department disposal truck.

The vote was:

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

Nay: None

APPROVAL TO AJOURN

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

The vote was:

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

Nay: None

Clerk of the Board

Chairperson



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item A-2
Presenter: Chairperson

Meeting: 10/5/20 6:00 PM

Approval of Expenditures

Request approval of the County's October 2020 Monthly Expenditures:

STAFF RECOMMENDATION(s):

County's October 2020 Monthly Expenditures are in compliance with budget and operational services.

SUGGESTED MOTION(s):

Motion to approve County's October 2020 Monthly Expenditures.

ATTACHMENTS:

- October 2020 Monthly Expenditures

AP060 9/30/2020

A/P CASH REQUIREMENTS PRE-LIST COMPANY #-001 FUND#4100

PAGE 1

DUE DATE	INV. DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT	P.O.#
10/05/2020	8/26/2020	002615 A & A ENTERPRIS	68661		147.00	147.00	4100-031020-5410-	-
10/05/2020	9/03/2020	002615 A & A ENTERPRIS	68786		1,093.80	1,093.80	4100-031020-5410-	-
10/05/2020	9/09/2020	002615 A & A ENTERPRIS	68834		43.00	43.00	4100-031020-5410-	-
					1,283.80	1,283.80	*	
10/05/2020	8/28/2020	000010 A & D EQUIPMENT	888757697939	10	25.55	25.55	4100-073010-5411-	-
					25.55	25.55	*	
10/05/2020	9/16/2020	004729 A. RIFKIN CO.	4206676		2,929.92	2,929.92	4100-013010-5401-	-
					2,929.92	2,929.92	*	
10/05/2020	9/17/2020	004568 ADDINGTON OIL C	110943		2,097.21	2,097.21	4100-042400-5408-	-
					2,097.21	2,097.21	*	
10/05/2020	9/09/2020	003845 ALSCO	LROA961053		211.28	211.28	4100-072010-3008-	-
					211.28	211.28	*	
10/05/2020	8/28/2020	003754 AMAZON	433397675544	10	12.86	12.86	4100-073010-5411-	-
10/05/2020	8/29/2020	003754 AMAZON	444643957953	10	115.11	115.11	4100-073010-5411-	-
10/05/2020	9/07/2020	003754 AMAZON	449488769868	10	37.93	37.93	4100-073010-5411-	-
10/05/2020	9/04/2020	003754 AMAZON	449599338334	10	92.99	92.99	4100-073010-5414-	-
10/05/2020	9/07/2020	003754 AMAZON	463695378385	10	34.99	34.99	4100-073010-5411-	-
10/05/2020	9/01/2020	003754 AMAZON	469464683434	10	17.99	17.99	4100-073010-5411-	-
10/05/2020	8/28/2020	003754 AMAZON	475773755896	10	18.14	18.14	4100-073010-5411-	-
10/05/2020	8/28/2020	003754 AMAZON	555356375558	10	15.07	15.07	4100-073010-5411-	-
10/05/2020	8/29/2020	003754 AMAZON	663476885867	10	29.48	29.48	4100-073010-5411-	-
10/05/2020	8/28/2020	003754 AMAZON	694988694456	10	245.62	245.62	4100-073010-5411-	-
10/05/2020	8/14/2020	003754 AMAZON	775757893974	10	28.41	28.41	4100-073010-5411-	-
10/05/2020	8/28/2020	003754 AMAZON	868396456437	10	24.98	24.98	4100-073010-5411-	-
10/05/2020	9/05/2020	003754 AMAZON	989598575377	10	12.25	12.25	4100-073010-5411-	-
					685.82	685.82	*	
10/05/2020	9/15/2020	000046 AT & T	09152020		36.86	36.86	4100-031020-5203-	-
10/05/2020	9/15/2020	000046 AT & T	09152020		47.68	47.68	4100-031020-5203-	-
					84.54	84.54	*	
10/05/2020	8/21/2020	001956 BAKER AND TAYLO	5016352191	10	32.42	32.42	4100-073010-5411-	-
10/05/2020	8/21/2020	001956 BAKER AND TAYLO	5016352192	10	65.85	65.85	4100-073010-5411-	-
10/05/2020	8/28/2020	001956 BAKER AND TAYLO	5016369510	10	15.22	15.22	4100-073010-5411-	-
10/05/2020	8/28/2020	001956 BAKER AND TAYLO	5016369511	10	31.53	31.53	4100-073010-5411-	-
10/05/2020	9/03/2020	001956 BAKER AND TAYLO	5016386941	10	15.66	15.66	4100-073010-5411-	-
10/05/2020	9/03/2020	001956 BAKER AND TAYLO	5016386942	10	53.13	53.13	4100-073010-5411-	-
10/05/2020	9/03/2020	001956 BAKER AND TAYLO	5016386943	10	15.77	15.77	4100-073010-5411-	-
					229.58	229.58	*	
10/05/2020	9/24/2020	004692 BALL, PRESTON	2020-19		240.00	240.00	4100-081040-3007-	-
					240.00	240.00	*	
10/05/2020	9/02/2020	000084 BEN FRANKLIN PR	42547		166.50	166.50	4100-013010-5401-	-
					166.50	166.50	*	
10/05/2020	9/08/2020	000052 BLEVINS SEPTIC	34534		770.00	770.00	4100-042010-5413-	-
					770.00	770.00	*	
10/05/2020	9/23/2020	004730 BLUE RIDGE ANAL	3041		2,835.00	2,835.00	4100-042010-3090-	-
					2,835.00	2,835.00	*	
10/05/2020	8/03/2020	003914 BLUE RIDGE CHRY	93223		49.80	49.80	4100-031020-5408-	-
					49.80	49.80	*	
10/05/2020	8/31/2020	003773 BLUE WOLF SALES	HS1649350		130.67	130.67	4100-031020-5408-	-
					130.67	130.67	*	
10/05/2020	9/08/2020	000092 BONANZA RESTAUR	697478		92.46	92.46	4100-011010-5413-	-
					92.46	92.46	*	
10/05/2020	8/26/2020	004161 BREEDING, CRYST	08262020		45.00	45.00	4100-072030-3009-	-
					45.00	45.00	*	
10/05/2020	9/16/2020	003973 BROTHER'S MOBIL	05160920		7,700.00	7,700.00	4100-094010-8027-	-
					7,700.00	7,700.00	*	

<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>
10/05/2020	9/12/2020	004614 BROWN, CARLA	09122020		1,350.00	1,350.00	4100-072030-3009-	- -
					1,350.00	1,350.00 *		
10/05/2020	10/05/2020	001177 CAMPBELL PHILLI	10052020		400.00	400.00	4100-013010-3002-	- -
					400.00	400.00 *		
10/05/2020	9/09/2020	003898 CARD SERVICES C	09092020		2,802.83	2,802.83	4100-031020-5503-	- -
					2,802.83	2,802.83 *		
10/05/2020	9/03/2020	001342 CENGAGE GALE	71746775	10	2,537.00	2,537.00	4100-073010-5411-	- -
					2,537.00	2,537.00 *		
10/05/2020	9/10/2020	004450 CINTAS CORPORAT	12239650		68.91	68.91	4100-043020-3008-	- -
10/05/2020	9/03/2020	004450 CINTAS CORPORAT	4060552977		68.91	68.91	4100-043020-3004-	- -
10/05/2020	9/03/2020	004450 CINTAS CORPORAT	4060553078		35.58	35.58	4100-043020-3004-	- -
10/05/2020	9/03/2020	004450 CINTAS CORPORAT	4060553212		84.19	84.19	4100-043020-3004-	- -
10/05/2020	9/03/2020	004450 CINTAS CORPORAT	4060553364		87.26	87.26	4100-043020-3004-	- -
10/05/2020	9/03/2020	004450 CINTAS CORPORAT	4060553409		283.78	283.78	4100-043020-3004-	- -
10/05/2020	9/07/2020	004450 CINTAS CORPORAT	4060772082		38.93	38.93	4100-043020-3004-	- -
10/05/2020	9/10/2020	004450 CINTAS CORPORAT	4061184268		36.48	36.48	4100-043020-3008-	- -
10/05/2020	9/10/2020	004450 CINTAS CORPORAT	4061184354		35.58	35.58	4100-043020-3008-	- -
10/05/2020	9/10/2020	004450 CINTAS CORPORAT	4061184356		84.19	84.19	4100-043020-3008-	- -
10/05/2020	9/10/2020	004450 CINTAS CORPORAT	4061184383		96.66	96.66	4100-043020-3008-	- -
10/05/2020	9/10/2020	004450 CINTAS CORPORAT	4061184565		263.78	263.78	4100-043020-3008-	- -
10/05/2020	9/14/2020	004450 CINTAS CORPORAT	4061476468		38.93	38.93	4100-043020-3008-	- -
10/05/2020	9/17/2020	004450 CINTAS CORPORAT	4061881644		68.91	68.91	4100-043020-3008-	- -
10/05/2020	9/17/2020	004450 CINTAS CORPORAT	4061881826		35.58	35.58	4100-043020-3008-	- -
10/05/2020	9/17/2020	004450 CINTAS CORPORAT	4061881863		84.19	84.19	4100-043020-3008-	- -
10/05/2020	9/17/2020	004450 CINTAS CORPORAT	4061882011		269.78	269.78	4100-043020-3008-	- -
10/05/2020	9/21/2020	004450 CINTAS CORPORAT	4062108206		38.93	38.93	4100-043020-3008-	- -
10/05/2020	9/24/2020	004450 CINTAS CORPORAT	4062557939		36.48	36.48	4100-043020-3008-	- -
10/05/2020	9/24/2020	004450 CINTAS CORPORAT	4062557947		96.66	96.66	4100-043020-3008-	- -
10/05/2020	9/24/2020	004450 CINTAS CORPORAT	4062557970		34.71	34.71	4100-043020-3008-	- -
10/05/2020	9/24/2020	004450 CINTAS CORPORAT	4062557986		35.58	35.58	4100-043020-3008-	- -
10/05/2020	9/24/2020	004450 CINTAS CORPORAT	4062558062		84.19	84.19	4100-043020-3008-	- -
10/05/2020	9/24/2020	004450 CINTAS CORPORAT	4062558354		269.78	269.78	4100-043020-3008-	- -
					2,277.97	2,277.97 *		
10/05/2020	11/30/2020	004385 CIVICPLUS	204384		8,726.75	8,726.75	4100-012010-5414-	- -
					8,726.75	8,726.75 *		
10/05/2020	9/03/2020	003569 CLARK PRINT SHO	4275		2,888.66	2,888.66	4100-013020-5401-	- -
10/05/2020	9/01/2020	003569 CLARK PRINT SHO	4269		81.00	81.00	4100-022020-5401-	- -
					2,969.66	2,969.66 *		
10/05/2020	10/05/2020	003076 COMBS ARCHIE	JULY-OCT 2020		751.84	751.84	4100-013010-1008-	- -
					751.84	751.84 *		
10/05/2020	9/16/2020	000171 CUMBERLAND PLAT	188		73,246.32	73,246.32	4100-042010-3002-	- -
					73,246.32	73,246.32 *		
10/05/2020	9/23/2020	003403 DAVIS KLAY	913700		50.00	50.00	4100-022020-5401-	- -
					50.00	50.00 *		
10/05/2020	9/14/2020	000183 DELL MARKETING	4043		177.89	177.89	4100-032050-5401-	- -
					177.89	177.89 *		
10/05/2020	9/01/2020	000193 DISCOUNT TIRE C	8666		663.80	663.80	4100-031020-5408-	- -
					663.80	663.80 *		
10/05/2020	9/01/2020	000198 DOMINION OFFICE	123824		422.08	422.08	4100-013010-5401-	- -
10/05/2020	9/01/2020	000198 DOMINION OFFICE	123827		370.00	370.00	4100-013010-5401-	- -
10/05/2020	9/02/2020	000198 DOMINION OFFICE	123922		79.00	79.00	4100-012130-5401-	- -
10/05/2020	9/01/2020	000198 DOMINION OFFICE	123923		75.79	75.79	4100-012130-5401-	- -
10/05/2020	9/04/2020	000198 DOMINION OFFICE	124092		41.88	41.88	4100-012010-5401-	- -
10/05/2020	9/08/2020	000198 DOMINION OFFICE	124144		719.96	719.96	4100-043020-5405-	- -
10/05/2020	9/11/2020	000198 DOMINION OFFICE	124298		62.20	62.20	4100-013010-5401-	- -

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10/05/2020	9/11/2020	000198 DOMINION OFFICE	124304		54.78	54.78	4100-032050-5401-	- -
10/05/2020	8/18/2020	000198 DOMINION OFFICE	123446	10	22.49	22.49	4100-073010-5401-	- -
10/05/2020	8/26/2020	000198 DOMINION OFFICE	123685	10	276.27	276.27	4100-073010-5414-	- -
10/05/2020	9/11/2020	000198 DOMINION OFFICE	124297	10	152.71	152.71	4100-073010-5401-	- -
10/05/2020	8/25/2020	000198 DOMINION OFFICE	123688		152.97	152.97	4100-031020-5401-	- -
10/05/2020	8/25/2020	000198 DOMINION OFFICE	123729		43.25	43.25	4100-031020-5401-	- -
10/05/2020	9/04/2020	000198 DOMINION OFFICE	124091		23.99	23.99	4100-031020-5401-	- -
10/05/2020	9/10/2020	000198 DOMINION OFFICE	124244		33.12	33.12	4100-031020-5401-	- -
10/05/2020	9/11/2020	000198 DOMINION OFFICE	124320		14.94	14.94	4100-031020-5401-	- -
10/05/2020	9/15/2020	000198 DOMINION OFFICE	124400		11.64	11.64	4100-031020-5401-	- -
10/05/2020	9/15/2020	000198 DOMINION OFFICE	124441		21.18	21.18	4100-031020-5401-	- -
10/05/2020	9/18/2020	000198 DOMINION OFFICE	1245853		165.96	165.96	4100-031020-5401-	- -
10/05/2020	9/22/2020	000198 DOMINION OFFICE	123827.1		880.00	880.00	4100-013010-5401-	- -
10/05/2020	9/16/2020	000198 DOMINION OFFICE	124387		268.10	268.10	4100-013010-5401-	- -
10/05/2020	9/16/2020	000198 DOMINION OFFICE	124388		329.21	329.21	4100-013010-5401-	- -
10/05/2020	9/16/2020	000198 DOMINION OFFICE	12448		72.00	72.00	4100-013020-5401-	- -
10/05/2020	9/17/2020	000198 DOMINION OFFICE	124504		8.65	8.65	4100-032050-5401-	- -
10/05/2020	9/18/2020	000198 DOMINION OFFICE	124519		376.33	376.33	4100-013010-5401-	- -
10/05/2020	9/23/2020	000198 DOMINION OFFICE	124674		245.98	245.98	4100-032050-5401-	- -
10/05/2020	9/25/2020	000198 DOMINION OFFICE	124798		28.00	28.00	4100-034010-5401-	- -
10/05/2020	9/29/2020	000198 DOMINION OFFICE	124893		71.48	71.48	4100-012010-5401-	- -
					5,023.96	5,023.96 *		
10/05/2020	8/31/2020	003938 DRAPER ADEN ASS	2020080566		4,482.40	4,482.40	4100-042010-3090-	- -
					4,482.40	4,482.40 *		
10/05/2020	9/29/2020	000212 ELECTRIC MOTOR	016896		107.54	107.54	4100-043020-5407-	- -
					107.54	107.54 *		
10/05/2020	9/21/2020	004727 FARMHOUSE DESIG	09212020		180.00	180.00	4100-081040-3008-	- -
					180.00	180.00 *		
10/05/2020	9/08/2020	003704 GALETON	2570374		579.15	579.15	4100-042400-5414-	- -
					579.15	579.15 *		
10/05/2020	8/07/2020	000854 GALL'S, LLC	16224414		289.00	289.00	4100-031020-5409-	- -
10/05/2020	8/31/2020	000854 GALL'S, LLC	16384204		209.50	209.50	4100-031020-5409-	- -
					498.50	498.50 *		
10/05/2020	9/27/2020	002871 GIBSON ENTERPRI	10349		225.34	225.34	4100-042400-5408-	- -
					225.34	225.34 *		
10/05/2020	9/09/2020	004418 GILMER, ELLEN	09092020		120.00	120.00	4100-072030-3009-	- -
					120.00	120.00 *		
10/05/2020	8/31/2020	004659 GOVERNMENT FORM	0323371		43.05	43.05	4100-013020-5401-	- -
					43.05	43.05 *		
10/05/2020	9/09/2020	004713 HESS, CASSANDRA REIMB.			37.30	37.30	4100-022020-5401-	- -
					37.30	37.30 *		
10/05/2020	9/11/2020	004651 HONAKER, JENNIF	09112020		135.00	135.00	4100-072030-3009-	- -
					135.00	135.00 *		
10/05/2020	10/01/2020	002725 ID NETWORKS IDE	276723		210.00	210.00	4100-031020-3005-	- -
					210.00	210.00 *		
10/05/2020	9/24/2020	003866 INNOVATIVE TECH	2494		412.50	412.50	4100-031020-3005-	- -
10/05/2020	9/24/2020	003866 INNOVATIVE TECH	2496		1,012.50	1,012.50	4100-012090-5401-	- -
10/05/2020	9/24/2020	003866 INNOVATIVE TECH	2497		1,350.00	1,350.00	4100-012300-7002-	- -
10/05/2020	9/24/2020	003866 INNOVATIVE TECH	2507		682.50	682.50	4100-021010-5401-	- -
10/05/2020	9/24/2020	003866 INNOVATIVE TECH	2508		150.00	150.00	4100-072010-3009-	- -
10/05/2020	9/24/2020	003866 INNOVATIVE TECH	2518		75.00	75.00	4100-035010-5401-	- -
					3,682.50	3,682.50 *		
10/05/2020	9/14/2020	000353 KEGLEY SERVICE	35610		70.00	70.00	4100-031020-5408-	- -
10/05/2020	8/31/2020	000353 KEGLEY SERVICE	37271		20.00	20.00	4100-031020-5408-	- -
					90.00	90.00 *		

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10/05/2020	9/16/2020	003245 KENDALL ELECTRI	S109535316.001		51.88	51.88	4100-043020-5407-	- -
10/05/2020	9/16/2020	003245 KENDALL ELECTRI	S109535316.002		466.90	466.90	4100-043020-5407-	- -
10/05/2020	9/22/2020	003245 KENDALL ELECTRI	S109556412.001		445.61	445.61	4100-043020-5407-	- -
					964.39	964.39 *		
10/05/2020	9/18/2020	002142 KESTNER MAX	1472		120.00	120.00	4100-072010-5407-	- -
10/05/2020	7/31/2020	002142 KESTNER MAX	1457		154.00	154.00	4100-031020-5409-	- -
10/05/2020	9/23/2020	002142 KESTNER MAX	1473		113.00	113.00	4100-043020-5407-	- -
					387.00	387.00 *		
10/05/2020	9/28/2020	000359 KWIK KAFE	3510-627803		36.00	36.00	4100-012010-5401-	- -
					36.00	36.00 *		
10/05/2020	9/22/2020	004546 LEAF	11070774	10	95.52	95.52	4100-073010-3002-	- -
					95.52	95.52 *		
10/05/2020	8/03/2020	000367 LEBANON BLOCK &	383273		10.94-	10.94-	4100-042400-5407-	- -
10/05/2020	8/07/2020	000367 LEBANON BLOCK &	384290		5.78	5.78	4100-043020-5407-	- -
10/05/2020	8/11/2020	000367 LEBANON BLOCK &	384831		73.09	73.09	4100-042400-5407-	- -
10/05/2020	8/17/2020	000367 LEBANON BLOCK &	385823		9.35	9.35	4100-043020-5407-	- -
10/05/2020	8/17/2020	000367 LEBANON BLOCK &	385825		28.95	28.95	4100-094010-9000-	- -
10/05/2020	8/21/2020	000367 LEBANON BLOCK &	386757		55.36	55.36	4100-094010-9000-	- -
10/05/2020	8/24/2020	000367 LEBANON BLOCK &	387118.		7.96	7.96	4100-043020-5407-	- -
10/05/2020	8/25/2020	000367 LEBANON BLOCK &	387400		4.08	4.08	4100-043020-5407-	- -
10/05/2020	8/26/2020	000367 LEBANON BLOCK &	387487		8.90	8.90	4100-043020-5407-	- -
10/05/2020	8/26/2020	000367 LEBANON BLOCK &	387554		45.86	45.86	4100-094010-9000-	- -
10/05/2020	8/26/2020	000367 LEBANON BLOCK &	387641		15.75	15.75	4100-042400-5407-	- -
10/05/2020	8/27/2020	000367 LEBANON BLOCK &	387716		91.29	91.29	4100-094010-9000-	- -
10/05/2020	8/27/2020	000367 LEBANON BLOCK &	387734		1.68	1.68	4100-032050-5401-	- -
10/05/2020	8/27/2020	000367 LEBANON BLOCK &	387736		187.50	187.50	4100-032050-5401-	- -
10/05/2020	8/27/2020	000367 LEBANON BLOCK &	387828		3.10	3.10	4100-042400-5407-	- -
10/05/2020	8/27/2020	000367 LEBANON BLOCK &	387878		50.00	50.00	4100-071040-5607-	- -
10/05/2020	8/27/2020	000367 LEBANON BLOCK &	387885		12.91	12.91	4100-094010-9000-	- -
10/05/2020	8/31/2020	000367 LEBANON BLOCK &	388306		187.50-	187.50-	4100-032050-5401-	- -
10/05/2020	8/19/2020	000367 LEBANON BLOCK &	386441		30.89	30.89	4100-031020-5409-	- -
10/05/2020	8/25/2020	000367 LEBANON BLOCK &	387412		53.89	53.89	4100-031020-5409-	- -
10/05/2020	8/31/2020	000367 LEBANON BLOCK &	388377		3.00	3.00	4100-031020-5409-	- -
10/05/2020	9/04/2020	000367 LEBANON BLOCK &	389408		1.99	1.99	4100-031020-5409-	- -
10/05/2020	9/18/2022	000367 LEBANON BLOCK &	391784		34.20	34.20	4100-031020-5409-	- -
					527.09	527.09 *		
10/05/2020	8/28/2020	003338 MCGLOTHLIN ALIC	REIMBURSE		50.00	50.00	4100-012130-5504-	- -
					50.00	50.00 *		
10/05/2020	9/02/2020	004145 MILLER, CYNTHIA	09022020		60.00	60.00	4100-072030-3009-	- -
					60.00	60.00 *		
10/05/2020	10/05/2020	003474 MONK HARRY J	JULY-OCT 2020		1,503.68	1,503.68	4100-013010-1008-	- -
					1,503.68	1,503.68 *		
10/05/2020	7/06/2020	003123 O'REILLY AUTO P	1943-365234		4.73	4.73	4100-031020-5408-	- -
10/05/2020	8/04/2020	003123 O'REILLY AUTO P	1943-369781		104.99	104.99	4100-031020-5408-	- -
10/05/2020	8/21/2020	003123 O'REILLY AUTO P	1943-372375		41.93	41.93	4100-031020-5408-	- -
10/05/2020	8/24/2020	003123 O'REILLY AUTO P	1943-372797		319.99	319.99	4100-031020-5408-	- -
10/05/2020	8/24/2020	003123 O'REILLY AUTO P	1943-372807		17.50	17.50	4100-031020-5408-	- -
10/05/2020	8/26/2020	003123 O'REILLY AUTO P	1943-373196		44.80	44.80	4100-031020-5408-	- -
10/05/2020	8/27/2020	003123 O'REILLY AUTO P	1943-373279		35.94	35.94	4100-031020-5408-	- -
10/05/2020	9/01/2020	003123 O'REILLY AUTO P	1943-374061		83.86	83.86	4100-031020-5408-	- -
10/05/2020	9/02/2020	003123 O'REILLY AUTO P	1943-374193		27.97	27.97	4100-031020-5408-	- -
					681.71	681.71 *		
10/05/2020	9/04/2020	003041 OVERDRIVE INC	01572CO20284130	10	5,291.04	5,291.04	4100-073010-5411-	- -
					5,291.04	5,291.04 *		
10/05/2020	9/28/2020	002922 PICTIOMETRY INT	09282020		1,650.00	1,650.00	4100-012100-3002-	- -
					1,650.00	1,650.00 *		

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10/05/2020	9/17/2020	003016 PURCHASE POWER	09172020		520.99	520.99	4100-021060-5201-	- -
					520.99	520.99 *		
10/05/2020	8/31/2020	003702 RHINO LININGS O 8934			529.00	529.00	4100-031020-5409-	- -
					529.00	529.00 *		
10/05/2020	9/11/2020	002812 RICOH AMERICAS 34006406			184.90	184.90	4100-021020-3005-	- -
10/05/2020	9/11/2020	002812 RICOH AMERICAS 34006830			116.15	116.15	4100-032050-3005-	- -
10/05/2020	9/11/2020	002812 RICOH AMERICAS 34007159			44.83	44.83	4100-022010-5415-	- -
10/05/2020	9/11/2020	002812 RICOH AMERICAS 34007452			253.60	253.60	4100-012010-3005-	- -
10/05/2020	9/11/2020	002812 RICOH AMERICAS 34007549			96.97	96.97	4100-034010-5401-	- -
10/05/2020	9/11/2020	002812 RICOH AMERICAS 34007633			166.90	166.90	4100-022010-5401-	- -
10/05/2020	9/11/2020	002812 RICOH AMERICAS 34008478			84.03	84.03	4100-035010-5401-	- -
10/05/2020	9/02/2020	002812 RICOH AMERICAS 104073803		10	86.94	86.94	4100-073010-3002-	- -
10/05/2020	8/21/2020	002812 RICOH AMERICAS 5060250221		10	15.51	15.51	4100-073010-3002-	- -
					1,049.83	1,049.83 *		
10/05/2020	8/31/2020	004698 ROMANO, CANDICE 08312020			30.00	30.00	4100-072030-3009-	- -
					30.00	30.00 *		
10/05/2020	9/04/2020	000578 RUSSELL COUNTY 09042020			170,000.00	170,000.00	4100-035030-3001-	- -
					170,000.00	170,000.00 *		
10/05/2020	9/25/2020	000663 RUSSELL COUNTY BOS092520-2			1,731.48	1,731.48	4100-095010-9130-	- -
10/05/2020	9/25/2020	000663 RUSSELL COUNTY BOS092520-4			1,116.92	1,116.92	4100-095010-9130-	- -
10/05/2020	9/25/2020	000663 RUSSELL COUNTY BOS092520-5			373.50	373.50	4100-095010-9130-	- -
10/05/2020	9/25/2020	000663 RUSSELL COUNTY BOS092520-6			284.80	284.80	4100-095010-9130-	- -
10/05/2020	9/25/2020	000663 RUSSELL COUNTY BOS092520-7			99.77	99.77	4100-095010-9130-	- -
10/05/2020	9/25/2020	000663 RUSSELL COUNTY BOS092520-8			834.37	834.37	4100-095010-9130-	- -
10/05/2020	9/25/2020	000663 RUSSELL COUNTY BOX092520-3			2,565.88	2,565.88	4100-095010-9130-	- -
10/05/2020	10/01/2020	000663 RUSSELL COUNTY OCT 20			18,372.00	18,372.00	4100-095010-9130-	- -
					25,378.72	25,378.72 *		
10/05/2020	9/28/2020	004632 RUSSELL COUNTY SEPTEMBER 2020			2,515.49	2,515.49	4100-082010-8025-	- -
					2,515.49	2,515.49 *		
10/05/2020	9/10/2020	003554 S.E.P.T.I.C. IN 46055			30.00	30.00	4100-094010-7056-	- -
10/05/2020	6/17/2020	003554 S.E.P.T.I.C. IN 46224			128.55	128.55	4100-094010-7056-	- -
					158.55	158.55 *		
10/05/2020	9/23/2020	000594 SAM'S CLUB/GECR 09232020		1	14.68	14.68	4100-071040-5607-	- -
10/05/2020	9/23/2020	000594 SAM'S CLUB/GECR 09232020		1	14.68	14.68	4100-071040-5600-	- -
10/05/2020	9/23/2020	000594 SAM'S CLUB/GECR 09232020		1	14.68	14.68	4100-071040-5603-	- -
10/05/2020	9/23/2020	000594 SAM'S CLUB/GECR 09232020		1	14.68	14.68	4100-071040-5605-	- -
10/05/2020	9/23/2020	000594 SAM'S CLUB/GECR 09232020		1	29.36	29.36	4100-073010-5407-	- -
10/05/2020	9/23/2020	000594 SAM'S CLUB/GECR 09232020		1	57.92	57.92	4100-012010-5401-	- -
10/05/2020	9/23/2020	000594 SAM'S CLUB/GECR 09232020		1	14.68	14.68	4100-022010-5415-	- -
10/05/2020	9/23/2020	000594 SAM'S CLUB/GECR 09232020		1	44.04	44.04	4100-035010-5405-	- -
10/05/2020	9/23/2020	000594 SAM'S CLUB/GECR 09232020		1	58.72	58.72	4100-043020-5405-	- -
					263.44	263.44 *		
10/05/2020	10/05/2020	004017 SCOTT, HERBERT JULY-OCT 2020			751.84	751.84	4100-013010-1008-	- -
					751.84	751.84 *		
10/05/2020	9/22/2020	003380 SHENTEL 09222020			12.98	12.98	4100-035050-5401-	- -
10/05/2020	9/02/2020	003380 SHENTEL 207780-001			188.37	188.37	4100-031020-5409-	- -
					201.35	201.35 *		
10/05/2020	9/08/2020	001809 SHIELDS ELECTRO BP203016			65.10	65.10	4100-012300-7002-	- -
					65.10	65.10 *		
10/05/2020	9/15/2020	001299 SIGN SHOP OF SO 3628		1	240.00	240.00	4100-013010-5401-	- -
10/05/2020	9/24/2020	001299 SIGN SHOP OF SO 3630			64.00	64.00	4100-042400-5408-	- -
					304.00	304.00 *		
10/05/2020	9/07/2020	000961 SOUTH EAST SALE 4473			750.00	750.00	4100-031020-5409-	- -
					750.00	750.00 *		
10/05/2020	3/27/2020	004579 SOUTHERN REFRIG 3723733			37.92	37.92	4100-043020-3004-	- -

<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>
10/05/2020	6/05/2020	004579 SOUTHERN REFRIG	3757774		490.00	490.00	4100-043020-3004-	- -
10/05/2020	9/17/2020	004579 SOUTHERN REFRIG	3828148		145.98	145.98	4100-043020-3008-	- -
					673.90	673.90 *		
10/05/2020	9/01/2020	001941 SOUTHERN SOFTWA	246595		6,544.00	6,544.00	4100-032050-3005-	- -
					6,544.00	6,544.00 *		
10/05/2020	9/03/2020	002498 SOUTHWEST VIRGI	2ND QTR FY 2021		602,741.78	602,741.78	4100-033010-3009-	- -
					602,741.78	602,741.78 *		
10/05/2020	9/30/2020	003144 SUMMIT BUSINESS	2020386		78.75	78.75	4100-012300-7002-	- -
					78.75	78.75 *		
10/05/2020	9/01/2020	004728 SUMMIT PUBLISHI	14819		5,000.00	5,000.00	4100-081040-5413-	- -
					5,000.00	5,000.00 *		
10/05/2020	9/17/2020	004042 TECH SOUP	2900164	10	975.00	975.00	4100-073010-5411-	- -
					975.00	975.00 *		
10/05/2020	8/12/2020	000366 THE LEBANON NEW	135694		192.60	192.60	4100-011010-3007-	- -
10/05/2020	8/19/2020	000366 THE LEBANON NEW	135740		80.25	80.25	4100-011010-3007-	- -
10/05/2020	8/26/2020	000366 THE LEBANON NEW	135781		80.25	80.25	4100-011010-3007-	- -
					353.10	353.10 *		
10/05/2020	12/24/2019	000977 TOP LINE ADVERT	7673		160.00	160.00	4100-031020-5410-	- -
10/05/2020	7/09/2020	000977 TOP LINE ADVERT	7728		145.00	145.00	4100-031020-5410-	- -
					305.00	305.00 *		
10/05/2020	9/08/2020	002133 TREASURER OF VI	09082020		20.00	20.00	4100-035030-3001-	- -
					20.00	20.00 *		
10/05/2020	8/10/2020	000798 TRI CITY BLUEPR	.		374.28	374.28	4100-021060-5401-	- -
					374.28	374.28 *		
10/05/2020	8/21/2020	000700 TRI CITY BUSINE	AR18431	10	179.23	179.23	4100-073010-3002-	- -
					179.23	179.23 *		
10/05/2020	9/11/2020	004359 TRUCKPRO HOLDIN	254-0150109		128.12	128.12	4100-042400-3004-	- -
					128.12	128.12 *		
10/05/2020	9/02/2020	000706 TWO WAY RADIO I	104000439		7,029.50	7,029.50	4100-031020-7003-	- -
10/05/2020	9/02/2020	000706 TWO WAY RADIO I	401000314		630.00	630.00	4100-031020-7003-	- -
10/05/2020	9/02/2020	000706 TWO WAY RADIO I	401000317		420.00	420.00	4100-031020-7003-	- -
10/05/2020	9/18/2020	000706 TWO WAY RADIO I	401000325		169.00	169.00	4100-031020-7003-	- -
10/05/2020	9/01/2020	000706 TWO WAY RADIO I	800002118		65.00	65.00	4100-031020-7003-	- -
10/05/2020	9/01/2020	000706 TWO WAY RADIO I	800002119		684.00	684.00	4100-031020-7003-	- -
10/05/2020	9/01/2020	000706 TWO WAY RADIO I	800002174		67.50	67.50	4100-031020-7003-	- -
10/05/2020	9/01/2020	000706 TWO WAY RADIO I	800002178		135.00	135.00	4100-031020-7003-	- -
					9,200.00	9,200.00 *		
10/05/2020	8/13/2020	004678 ULTRA BRIGHT LI	111740		37.79	37.79	4100-031020-5409-	- -
					37.79	37.79 *		
10/05/2020	9/22/2020	000082 VERIZON	09222020		53.80	53.80	4100-071040-5101-	- -
					53.80	53.80 *		
10/05/2020	9/12/2020	003229 VERIZON WIRELES	9862689270		7,260.93	7,260.93	4100-031020-5203-	- -
					7,260.93	7,260.93 *		
10/05/2020	9/10/2020	001834 WALLACE MARY F	09102020		45.00	45.00	4100-072030-3009-	- -
					45.00	45.00 *		
10/05/2020	9/18/2020	003510 WAYNE MUSICK	6666		448.00	448.00	4100-043020-5408-	- -
					448.00	448.00 *		
10/05/2020	9/18/2020	004278 WELLS FARGO VEN	104146401		171.40	171.40	4100-012100-3005-	- -
10/05/2020	9/24/2020	004278 WELLS FARGO VEN	104158326		158.05	158.05	4100-031020-3005-	- -
					329.45	329.45 *		
10/05/2020	8/10/2020	000219 XPRESS LUBE	08102020		63.89	63.89	4100-031020-5408-	- -
10/05/2020	8/10/2020	000219 XPRESS LUBE	08102020		71.09	71.09	4100-031020-5408-	- -
10/05/2020	8/10/2020	000219 XPRESS LUBE	08102020		71.09	71.09	4100-031020-5408-	- -
10/05/2020	8/10/2020	000219 XPRESS LUBE	08102020		71.09	71.09	4100-031020-5408-	- -
10/05/2020	8/10/2020	000219 XPRESS LUBE	08102020		71.09	71.09	4100-031020-5408-	- -

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<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>
10/05/2020	8/10/2020	000219 XPRESS LUBE	08102020		71.09	71.09	4100-031020-5408-	- -
10/05/2020	8/10/2020	000219 XPRESS LUBE	08102020		63.89	63.89	4100-031020-5408-	- -
					483.23	483.23 *		
		TOTAL FOR DUE DATE 10/05/2020			979,942.03	979,942.03		
		TOTAL DUE FOR FUND- 4100			979,942.03	979,942.03		

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<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>
10/05/2020	9/15/2020	000809 ANTHEM	09152020	9	817.67	817.67	4202-098000-2005-	-	-
					817.67	817.67 *			
10/05/2020	9/15/2020	004604 BROOKS, NATHAN	09152020	9	86.77	86.77	4202-098000-5501-	-	-
					86.77	86.77 *			
10/05/2020	9/15/2020	000824 COMMISSION ON V	09152020	9	403.35	403.35	4202-098000-3010-	-	-
10/05/2020	9/15/2020	000824 COMMISSION ON V	09152020	9	233.25	233.25	4202-098000-5203-	-	-
					636.60	636.60 *			
10/05/2020	9/15/2020	003909 DELTA DENTAL	09152020		45.02	45.02	4202-098000-2005-	-	-
					45.02	45.02 *			
10/05/2020	8/31/2020	003348 ELAVON	08312020	9	186.57	186.57	4202-098000-3009-	-	-
					186.57	186.57 *			
10/05/2020	9/15/2020	000785 EQUITABLE LIFE	09152020	9	433.16	433.16	4202-098000-2002-	-	-
					433.16	433.16 *			
10/05/2020	8/19/2020	004514 HAYTER, MICHAEL	08192020	9	50.00	50.00	4202-098000-3009-	-	-
10/05/2020	8/19/2020	004514 HAYTER, MICHAEL	08192020	9	50.00	50.00	4202-098000-3009-	-	-
					100.00	100.00 *			
10/05/2020	9/15/2020	000904 OLD DOMINION PO	09152020	9	97.04	97.04	4202-098000-5101-	-	-
10/05/2020	9/15/2020	000904 OLD DOMINION PO	09152020	9	89.30	89.30	4202-098000-5101-	-	-
10/05/2020	9/15/2020	000904 OLD DOMINION PO	09152020	9	88.66	88.66	4202-098000-5101-	-	-
					275.00	275.00 *			
10/05/2020	9/15/2020	001778 PARK AVENUE ASS	09152020	9	1,000.00	1,000.00	4202-098000-8002-	-	-
					1,000.00	1,000.00 *			
10/05/2020	9/15/2020	003767 PARSONS AMANDA	09152020	9	68.91	68.91	4202-098000-5501-	-	-
					68.91	68.91 *			
10/05/2020	9/15/2020	004298 ROSE, RHONDA	09152020	9	191.98	191.98	4202-098000-5501-	-	-
					191.98	191.98 *			
10/05/2020	9/15/2020	000776 WYTHEVILLE OFFI	37590	9	39.99	39.99	4202-098000-5401-	-	-
					39.99	39.99 *			
		TOTAL FOR DUE DATE 10/05/2020			3,881.67	3,881.67			
		TOTAL DUE FOR FUND- 4202			3,881.67	3,881.67			

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<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>
10/05/2020	9/01/2020	002574 CARTER MACHINER	0769456		730.42	730.42	4208-031020-5413-	-	-
					730.42	730.42	*		
10/05/2020	9/16/2020	000183 DELL MARKETING	10424423655		2,170.62	2,170.62	4208-012300-7002-	-	-
10/05/2020	9/17/2020	000183 DELL MARKETING	10424785979		321.84	321.84	4208-012300-7002-	-	-
					2,492.46	2,492.46	*		
10/05/2020	9/29/2020	000198 DOMINION OFFICE	123350		185.94	185.94	4208-031020-5409-	-	-
10/05/2020	9/25/2020	000198 DOMINION OFFICE	124800		177.37	177.37	4208-043020-5413-	-	-
					363.31	363.31	*		
10/05/2020	9/24/2020	003866 INNOVATIVE TECH	2497		2,175.00	2,175.00	4208-012300-7002-	-	-
					2,175.00	2,175.00	*		
10/05/2020	8/20/2020	000367 LEBANON BLOCK &	386539		36.34	36.34	4208-043020-5413-	-	-
					36.34	36.34	*		
10/05/2020	10/05/2020	000574 RUSSELL COUNTY	REIMB CARES ACT		50,000.00	50,000.00	4208-011010-5414-	-	-
					50,000.00	50,000.00	*		
10/05/2020	9/23/2020	000594 SAM'S CLUB/GECR	09232020	1	21.98	21.98	4208-043020-5413-	-	-
10/05/2020	9/23/2020	000594 SAM'S CLUB/GECR	09232020	1	37.96	37.96	4208-012300-7002-	-	-
					59.94	59.94	*		
10/05/2020	9/21/2020	004601 THE HOME DEPOT	573932522		35.88	35.88	4208-031020-5409-	-	-
10/05/2020	9/22/2020	004601 THE HOME DEPOT	574189270		220.24	220.24	4208-031020-5409-	-	-
10/05/2020	9/23/2020	004601 THE HOME DEPOT	574456307		241.44	241.44	4208-043020-5409-	-	-
10/05/2020	9/28/2020	004601 THE HOME DEPOT	575242615		241.44	241.44	4208-042400-5409-	-	-
10/05/2020	9/28/2020	004601 THE HOME DEPOT	575242623		1,207.20	1,207.20	4208-035050-5409-	-	-
					1,946.20	1,946.20	*		
		TOTAL FOR DUE DATE 10/05/2020			57,803.67	57,803.67			
		TOTAL DUE FOR FUND- 4208			57,803.67	57,803.67			

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<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>
10/05/2020	9/24/2020	003866 INNOVATIVE TECH	2516		112.50	112.50	4839-083990-5407-	-	-
					112.50	112.50	*		
10/05/2020	7/08/2020	004579 SOUTHERN REFRIG	3780063		675.00	675.00	4839-083990-5407-	-	-
					675.00	675.00	*		
10/05/2020	8/07/2020	000758 WALLACE FURNITU	128432		58.60	58.60	4839-083990-5407-	-	-
10/05/2020	8/11/2020	000758 WALLACE FURNITU	128449		7.96	7.96	4839-083990-5407-	-	-
10/05/2020	8/24/2020	000758 WALLACE FURNITU	128528		24.97	24.97	4839-083990-5407-	-	-
					91.53	91.53	*		
		TOTAL FOR DUE DATE 10/05/2020			879.03	879.03			
		TOTAL DUE FOR FUND- 4839			879.03	879.03			
		NON-DIRECT DEPOSIT			1,042,506.40	1,042,506.40			
		DIRECT DEPOSIT			.00	.00			
		E-Payable Total			.00	.00			
		FINAL DUE			1,042,506.40	1,042,506.40			
						.00			

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCR	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	ACH PMT	G/L ACCOUNT DESC.	BATCH INV.DESCRPTION
0000000	000732	APPALACHIAN NATURAL GAS	08282020	8/28/2020		4100-043020-5102-	29.05	585787			Heating	04552
0000000	000732		08282020	8/28/2020		4100-043020-5102-	30.78	585787			Heating	04552
0000000	000732		08282020	8/28/2020		4100-043020-5102-	29.05	585787			Heating	04552
0000000	000732		08282020	8/28/2020		4100-043020-5102-	29.05	585787			Heating	04552
0000000	000732		08282020	8/28/2020		4839-083990-5102-	467.80	585787			Heating	04552
	DISC. TOTAL	.00	CHECK TOTAL	585.73	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		.00	TOTAL	585.73
0000000	000026	APPALACHIAN POWER CO	09212020	9/21/2020		4100-031020-5101-	1,638.49	585788			Electrical Services	04552
0000000	000026		09212020	9/21/2020		4100-071040-5101-	251.35	585788			Utilities	04552
0000000	000026		09212020	9/21/2020		4100-043020-5101-	13,391.14	585788			Electrical Services	04552
	DISC. TOTAL	.00	CHECK TOTAL	15,280.98	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		.00	TOTAL	15,280.98
0000000	004466	BAILEY ENGINEERING & CARES ACT		9/21/2020		4208-011010-5414-	5,000.00	585789			Cares Business Grants	04552
	DISC. TOTAL	.00	CHECK TOTAL	5,000.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		.00	TOTAL	5,000.00
0000000	002926	BARBARA'S HIS & HERS CARES ACT		9/21/2020		4208-011010-5414-	5,000.00	585790			Cares Business Grants	04552
	DISC. TOTAL	.00	CHECK TOTAL	5,000.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		.00	TOTAL	5,000.00
0000000	003224	CLATTERBUCK PAVEMENT CARES ACT		9/21/2020		4208-011010-5414-	5,000.00	585791			Cares Business Grants	04552
	DISC. TOTAL	.00	CHECK TOTAL	5,000.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		.00	TOTAL	5,000.00
0000000	004452	CRYSTAL SPRINGS	16981298082720	8/27/2020		4100-013010-5401-	17.16	585792			Office Supplies	04552
	DISC. TOTAL	.00	CHECK TOTAL	17.16	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		.00	TOTAL	17.16
0000000	003159	DANTE PARK	APPROP. 2020	9/21/2020		4100-071040-5604-	4,000.00	585793			Dante Park	04552
	DISC. TOTAL	.00	CHECK TOTAL	4,000.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		.00	TOTAL	4,000.00
0000000	004715	DIRT DAUBERS INC	CARES ACT	9/21/2020		4208-011010-5414-	5,000.00	585794			Cares Business Grants	04552
	DISC. TOTAL	.00	CHECK TOTAL	5,000.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		.00	TOTAL	5,000.00
0000000	000193	DISCOUNT TIRE COMPANY	8716	9/15/2020		4100-043020-5408-	62.95	585795			Vehicle Equipment Supplies	04552
	DISC. TOTAL	.00	CHECK TOTAL	62.95	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		.00	TOTAL	62.95
0000000	004726	ELK GARDEN MINISTRIES	CARES ACT	9/21/2020		4208-011010-5414-	12,000.00	585796			Cares Business Grants	04552
	DISC. TOTAL	.00	CHECK TOTAL	12,000.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		.00	TOTAL	12,000.00
0000000	004110	FAST GARAGE, INC	09112020	9/11/2020		4100-034010-5408-	420.00	585797			Vehicle Equipment/ Fuel Suppl	04552
	DISC. TOTAL	.00	CHECK TOTAL	420.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		.00	TOTAL	420.00
0000000	000235	FLOWER COUNTRY	CARES ACT	9/21/2020		4208-011010-5414-	5,000.00	585798			Cares Business Grants	04552
	DISC. TOTAL	.00	CHECK TOTAL	5,000.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		.00	TOTAL	5,000.00
0000000	000315	HBS-IT	168487	9/14/2020		4100-021010-3005-	134.10	585799			Maintenance & Service Contrac	04552
	DISC. TOTAL	.00	CHECK TOTAL	134.10	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		.00	TOTAL	134.10
0000000	000309	HONAKER FLORIST	CARES ACT	9/21/2020		4208-011010-5414-	5,000.00	585800			Cares Business Grants	04552
	DISC. TOTAL	.00	CHECK TOTAL	5,000.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		.00	TOTAL	5,000.00
0000000	004716	HONAKER WHOLESALE LLC	CARES ACT	9/21/2020		4208-011010-5414-	5,000.00	585801			Cares Business Grants	04552
	DISC. TOTAL	.00	CHECK TOTAL	5,000.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		.00	TOTAL	5,000.00

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	ACH PMT	G/L ACCOUNT DESC.	BATCH INV.DESCRPTION
00000000	003866	INNOVATIVE TECHNOLOGY	2455	8/27/2020		4100-012300-3002-	2,476.50	585802			Professional Services	04552
00000000	003866		2455	8/27/2020		4208-012300-7002-	6,607.50	585802			IT Dept.- computers,media equ	04552
	DISC. TOTAL	.00	CHECK TOTAL	9,084.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00 EPY PMT TOTAL				.00 TOTAL	9,084.00
00000000	004717	J & J TRASH WASTE MGT	CARES ACT	9/21/2020		4208-011010-5414-	5,000.00	585803			Cares Business Grants	04552
	DISC. TOTAL	.00	CHECK TOTAL	5,000.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00 EPY PMT TOTAL				.00 TOTAL	5,000.00
00000000	001096	JESSEE ROGER	CARES ACT	9/21/2020		4208-011010-5414-	12,000.00	585804			Cares Business Grants	04552
	DISC. TOTAL	.00	CHECK TOTAL	12,000.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00 EPY PMT TOTAL				.00 TOTAL	12,000.00
00000000	001276	KEN CONSTRUCTION CO INC	3075435	9/03/2020		4100-094010-8027-	166,944.00	585805			Other Captial Projects	04552
00000000	001276		3075436	9/03/2020		4100-094010-8027-	13,723.77	585805			Other Captial Projects	04552
	DISC. TOTAL	.00	CHECK TOTAL	180,667.77	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00 EPY PMT TOTAL				.00 TOTAL	180,667.77
00000000	004718	LONESOME PINE BREWING CO.	CARES ACT	9/21/2020		4208-011010-5414-	5,000.00	585806			Cares Business Grants	04552
	DISC. TOTAL	.00	CHECK TOTAL	5,000.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00 EPY PMT TOTAL				.00 TOTAL	5,000.00
00000000	000419	MCI	300080156	9/11/2020		4100-032050-5203-	12.63	585807			Telecommunications	04552
	DISC. TOTAL	.00	CHECK TOTAL	12.63	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00 EPY PMT TOTAL				.00 TOTAL	12.63
00000000	003123	O'REILLY AUTO PARTS	1943-376043	9/14/2020		4100-042400-3004-	9.99	585808			Repair & Maintenance Services	04552
	DISC. TOTAL	.00	CHECK TOTAL	9.99	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00 EPY PMT TOTAL				.00 TOTAL	9.99
00000000	000904	OLD DOMINION POWER	09112020	9/11/2020		4100-071040-5101-	156.08	585809			Utilities	04552
00000000	000904		09112020	9/11/2020		4100-071040-5101-	254.43	585809			Utilities	04552
00000000	000904		09112020	9/11/2020		4100-071040-5101-	171.93	585809			Utilities	04552
00000000	000904		09112020	9/11/2020		4100-071040-5101-	337.09	585809			Utilities	04552
00000000	000904		09112020	9/11/2020		4839-083990-5101-	192.81	585809			Electricity	04552
	DISC. TOTAL	.00	CHECK TOTAL	1,112.34	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00 EPY PMT TOTAL				.00 TOTAL	1,112.34
00000000	000494	PITNEY BOWES INC.	3311903041	8/30/2020		4100-021060-5201-	274.65	585810			Postal Services	04552
	DISC. TOTAL	.00	CHECK TOTAL	274.65	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00 EPY PMT TOTAL				.00 TOTAL	274.65
00000000	004595	POINT BROADBAND	2955082	9/15/2020		4100-031020-5203-	443.13	585811			Telecommunications	04552
00000000	004595		2955083	9/15/2020		4100-012010-5203-	586.46	585811			Telecommunications	04552
00000000	004595		2955084	9/15/2020		4100-034010-5203-	76.46	585811			Telecommunications	04552
00000000	004595		2955085	9/15/2020		4100-022010-5401-	504.73	585811			Office Supplies	04552
00000000	004595		2955086	9/15/2020		4100-073010-5203-	361.22	585811			Telecommunications	04552
00000000	004595		2955094	9/15/2020		4100-021060-5203-	473.51	585811			Telecommunications	04552
00000000	004595		2955107	9/15/2020		4100-012100-5203-	120.45	585811			Telecommunications	04552
00000000	004595		2955107	9/15/2020		4100-012010-5203-	993.62	585811			Telecommunications	04552
00000000	004595		2955107	9/15/2020		4100-034010-5203-	70.80	585811			Telecommunications	04552
00000000	004595		2955107	9/15/2020		4100-012090-5203-	355.47	585811			Telecommunications	04552
00000000	004595		2955107	9/15/2020		4100-012130-5203-	383.67	585811			Telecommunications	04552
00000000	004595		2955107	9/15/2020		4100-072010-5203-	7.95	585811			Telecommunications	04552
00000000	004595		2955107	9/15/2020		4100-099000-5203-	277.42	585811			Communications - Mobile	04552
00000000	004595		2955107	9/15/2020		4100-022010-5415-	7.95	585811			Community Work Program	04552
00000000	004595		2955107	9/15/2020		4100-021030-5203-	228.31	585811			Telecommunications	04552
00000000	004595		2955124	9/15/2020		4100-073010-5203-	188.75	585811			Telecommunications	04552
00000000	004595		2955133	9/15/2020		4100-013020-5203-	392.86	585811			Telecommunications	04552
00000000	004595		2955137	9/15/2020		4100-083050-5203-	291.80	585811			Telecommunications	04552
	DISC. TOTAL	.00	CHECK TOTAL	5,764.56	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00 EPY PMT TOTAL				.00 TOTAL	5,764.56

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	ACH PMT	G/L ACCOUNT	DESC.	BATCH	INV.DESCRPTION
0000000	004595	POINT BROADBAND	2955158	9/15/2020		4100-022010-5401-	245.51	585812				Office Supplies	04552	
0000000	004595		2955158	9/15/2020		4100-099000-5000-	172.00	585812				Expenditure Refunds	04552	
0000000	004595		2955158	9/15/2020		4100-021060-5203-	207.06	585812				Telecommunications	04552	
0000000	004595		2955158	9/15/2020		4100-021020-5203-	333.20	585812				Telecommunications	04552	
0000000	004595		2955158	9/15/2020		4100-021010-5203-	134.36	585812				Telecommunications	04552	
0000000	004595		2955158	9/15/2020		4100-022020-5401-	25.00	585812				Office Supplies	04552	
0000000	004595		2955338	9/15/2020		4100-035010-5203-	230.30	585812				Telecommunications	04552	
0000000	004595		2955375	9/15/2020		4100-031020-5203-	712.34	585812				Telecommunications	04552	
0000000	004595		2955474	9/15/2020		4100-032050-5203-	284.25	585812				Telecommunications	04552	
0000000	004595		2955758	9/15/2020		4100-072010-5203-	49.94	585812				Telecommunications	04552	
0000000	004595		2955833	9/15/2020		4100-022010-5415-	127.30	585812				Community Work Program	04552	
0000000	004595		2955853	9/15/2020		4100-071040-5101-	49.95	585812				Utilities	04552	
0000000	004595		2955935	9/15/2020		4100-072030-5203-	67.70	585812				Telecommunications	04552	
0000000	004595		2955985	9/15/2020		4100-021050-5203-	149.44	585812				Telecommunications	04552	
0000000	004595		2956090	9/15/2020		4100-035050-5203-	103.88	585812				Telecommunications	04552	
	DISC. TOTAL	.00	CHECK TOTAL	2,892.23	ACH PMT TOTAL	.00	CPA PMT TOTAL	.00	EPY PMT TOTAL	.00	TOTAL	2,892.23		
0000000	001410	QUALITY PAVING INC	CARES ACT	9/21/2020		4208-011010-5414-	5,000.00	585813				Cares Business Grants	04552	
	DISC. TOTAL	.00	CHECK TOTAL	5,000.00	ACH PMT TOTAL	.00	CPA PMT TOTAL	.00	EPY PMT TOTAL	.00	TOTAL	5,000.00		
0000000	004719	REXANNA'S FAMILY HAIR CAR	CARES ACT	9/21/2020		4208-011010-5414-	5,000.00	585814				Cares Business Grants	04552	
	DISC. TOTAL	.00	CHECK TOTAL	5,000.00	ACH PMT TOTAL	.00	CPA PMT TOTAL	.00	EPY PMT TOTAL	.00	TOTAL	5,000.00		
0000000	002812	RICOH AMERICAS CORP	34006644	9/11/2020		4100-031020-3005-	188.84	585815				Maintenance & Service Contrac	04552	
0000000	002812		34007500	9/11/2020		4100-013020-3005-	111.06	585815				Maintenance & Service Contrac	04552	
0000000	002812		34007971	9/11/2020		4100-032050-3005-	159.44	585815				Maintenance & Service Contrac	04552	
0000000	002812		34020482	9/11/2020		4100-013020-3005-	184.90	585815				Maintenance & Service Contrac	04552	
0000000	002812		5060310667	9/01/2020		4100-035010-5401-	16.54	585815				Office Supplies	04552	
0000000	002812		5060310764	9/01/2020		4100-012090-5401-	42.85	585815				Office Supplies	04552	
0000000	002812		5060310817	9/01/2020		4100-021020-3005-	9.32	585815				Maintenance & Service Contrac	04552	
0000000	002812		5060310866	9/01/2020		4100-012130-3005-	30.10	585815				Maintenance & Service Contrac	04552	
0000000	002812		5060311077	9/01/2020		4100-022010-5401-	49.78	585815				Office Supplies	04552	
0000000	002812		5060311308	9/01/2020		4100-034010-5401-	6.28	585815				Office Supplies	04552	
	DISC. TOTAL	.00	CHECK TOTAL	799.11	ACH PMT TOTAL	.00	CPA PMT TOTAL	.00	EPY PMT TOTAL	.00	TOTAL	799.11		
0000000	002812	RICOH AMERICAS CORP	5060311558	9/01/2020		4100-032050-3005-	24.29	585816				Maintenance & Service Contrac	04552	
0000000	002812		5060311722	9/01/2020		4100-012010-3005-	267.12	585816				Maintenance & Service Contrac	04552	
0000000	002812		5060378757	9/07/2020		4100-032050-3005-	43.20	585816				Maintenance & Service Contrac	04552	
	DISC. TOTAL	.00	CHECK TOTAL	334.61	ACH PMT TOTAL	.00	CPA PMT TOTAL	.00	EPY PMT TOTAL	.00	TOTAL	334.61		
0000000	000663	RUSSELL COUNTY PSA	09212020	9/21/2020		4100-099000-5000-	144,049.07	585817				Expenditure Refunds	04552	
	DISC. TOTAL	.00	CHECK TOTAL	144,049.07	ACH PMT TOTAL	.00	CPA PMT TOTAL	.00	EPY PMT TOTAL	.00	TOTAL	144,049.07		
0000000	004632	RUSSELL COUNTY PSA - CAST	09082020	9/08/2020		4100-071040-5103-	62.50	585818				Water & Sewer	04552	
0000000	004632		09082020	9/08/2020		4100-071040-5103-	51.24	585818				Water & Sewer	04552	
0000000	004632		09082020	9/08/2020		4100-071040-5103-	62.50	585818				Water & Sewer	04552	
0000000	004632		09082020	9/08/2020		4100-071040-5103-	62.50	585818				Water & Sewer	04552	
0000000	004632		09082020	9/08/2020		4100-071040-5103-	94.50	585818				Water & Sewer	04552	
0000000	004632		09082020	9/08/2020		4100-071040-5103-	31.25	585818				Water & Sewer	04552	
0000000	004632		09082020	9/08/2020		4100-043020-5103-	31.25	585818				Water/Sewer Services	04552	
0000000	004632		09082020	9/08/2020		4100-043020-5103-	31.25	585818				Water/Sewer Services	04552	

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCR	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	ACH PMT	G/L	ACCOUNT DESC.	BATCH	INV.DESCRPTION
0000000	004632		09082020	9/08/2020		4100-043020-5103-	31.25	585818				Water/Sewer Services	04552	
0000000	004632		09082020	9/08/2020		4100-043020-5103-	201.70	585818				Water/Sewer Services	04552	
	DISC. TOTAL	.00	CHECK TOTAL	659.94	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL			.00	TOTAL		659.94
0000000	003380	SHENTEL	09162020	9/16/2020		4100-012010-5413-	111.97	585819				Other Utilities and Supplies	04552	
0000000	003380		09162020	9/16/2020		4100-022010-5415-	110.34	585819				Community Work Program	04552	
0000000	003380		09162020	9/16/2020		4100-013020-5413-	107.98	585819				Other Utilities	04552	
0000000	003380		09162020	9/16/2020		4100-031020-5203-	103.99	585819				Telecommunications	04552	
	DISC. TOTAL	.00	CHECK TOTAL	434.28	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL			.00	TOTAL		434.28
0000000	002562	SHRED-IT USA	8180467405	9/15/2020		4100-021060-5401-	75.92	585820				Office Supplies	04552	
0000000	002562		8180467405	9/15/2020		4100-012130-5401-	25.76	585820				Office Supplies	04552	
0000000	002562		8180467405	9/15/2020		4100-012090-5401-	25.76	585820				Office Supplies	04552	
0000000	002562		8180467405	9/15/2020		4100-012010-5401-	25.75	585820				Office Supplies	04552	
	DISC. TOTAL	.00	CHECK TOTAL	153.19	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL			.00	TOTAL		153.19
0000000	004720	SOMETHING SPECIAL	CARES ACT	9/21/2020		4208-011010-5414-	5,000.00	585821				Cares Business Grants	04552	
	DISC. TOTAL	.00	CHECK TOTAL	5,000.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL			.00	TOTAL		5,000.00
0000000	004721	SPLASH MINISTRY	CARES ACT	9/21/2020		4208-011010-5414-	12,000.00	585822				Cares Business Grants	04552	
	DISC. TOTAL	.00	CHECK TOTAL	12,000.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL			.00	TOTAL		12,000.00
0000000	004722	STAR MINISTRY	CARES ACT	9/21/2020		4208-011010-5414-	12,000.00	585823				Cares Business Grants	04552	
	DISC. TOTAL	.00	CHECK TOTAL	12,000.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL			.00	TOTAL		12,000.00
0000000	004723	SWORDS CREEK CUT & STYLE	CARES ACT	9/21/2020		4208-011010-5414-	5,000.00	585824				Cares Business Grants	04552	
	DISC. TOTAL	.00	CHECK TOTAL	5,000.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL			.00	TOTAL		5,000.00
0000000	003698	THE HOME DEPOT	08072020	8/17/2020		4100-094010-9000-	538.06	585825				Insurance Repairs (Cleveland)	04552	
0000000	003698		08072020	8/17/2020		4100-043020-5407-	23.00	585825				Repair Main Supplies	04552	
0000000	003698		08072020	8/17/2020		4100-094010-9000-	99.95	585825				Insurance Repairs (Cleveland)	04552	
0000000	003698		08072020	8/17/2020		4100-043020-5407-	146.37	585825				Repair Main Supplies	04552	
	DISC. TOTAL	.00	CHECK TOTAL	807.38	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL			.00	TOTAL		807.38
0000000	000376	TOWN OF LEBANON	09212020	9/21/2020		4100-043020-5103-	1,200.34	585826				Water/Sewer Services	04552	
0000000	000376		09212020	9/21/2020		4100-031020-5103-	469.52	585826				Water & Sewer	04552	
0000000	000376		09212020	9/21/2020		4100-071040-5103-	60.04	585826				Water & Sewer	04552	
	DISC. TOTAL	.00	CHECK TOTAL	1,729.90	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL			.00	TOTAL		1,729.90
0000000	000681	TOWN OF LEBANON	JULY-AUG 2020	8/21/2020		4100-042010-3009-	5,250.00	585827				Purchase Of Services	04552	
	DISC. TOTAL	.00	CHECK TOTAL	5,250.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL			.00	TOTAL		5,250.00
0000000	000733	VACORP	67678	9/01/2020		4100-099000-1013-	37,863.00	585828				Workers'Compensation	04552	
	DISC. TOTAL	.00	CHECK TOTAL	37,863.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL			.00	TOTAL		37,863.00
0000000	000082	VERIZON	09212020	9/21/2020		4100-031020-5203-	157.41	585829				Telecommunications	04552	
0000000	000082		09212020	9/21/2020		4100-021030-5203-	241.56	585829				Telecommunications	04552	
0000000	000082		09212020	9/21/2020		4100-021050-5203-	208.32	585829				Telecommunications	04552	
0000000	000082		09212020	9/21/2020		4100-032050-5203-	2,522.35	585829				Telecommunications	04552	
0000000	000082		09212020	9/21/2020		4100-071040-5101-	233.28	585829				Utilities	04552	
0000000	000082		09212020	9/21/2020		4100-072020-5203-	72.92	585829				Telecommunications	04552	

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	ACH PMT	G/L	ACCOUNT DESC.	BATCH	INV.DESCRPTION
0000000	000082		09212020	9/21/2020		4839-083990-5203-	83.07	585829				Telecommunications	04552	
	DISC. TOTAL	.00	CHECK TOTAL	3,518.91	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL				.00 TOTAL		3,518.91
0000000	003229	VERIZON WIRELESS	9862296438	9/29/2020		4100-042400-5203-	87.44	585830				Telecommunications	04552	
	DISC. TOTAL	.00	CHECK TOTAL	87.44	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL				.00 TOTAL		87.44
0000000	001708	WAL MART COMMUNITY BRC	09212020	9/21/2020		4100-012130-5401-	88.72	585831				Office Supplies	04552	
0000000	001708		09212020	9/21/2020		4100-035010-5405-	186.66	585831				Janitorial Supplies	04552	
0000000	001708		09212020	9/21/2020		4100-013010-5401-	60.09	585831				Office Supplies	04552	
	DISC. TOTAL	.00	CHECK TOTAL	335.47	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL				.00 TOTAL		335.47
0000000	004724	WORD OF VICTORY	CARES ACT	9/21/2020		4208-011010-5414-	12,000.00	585832				Cares Business Grants	04552	
	DISC. TOTAL	.00	CHECK TOTAL	12,000.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL				.00 TOTAL		12,000.00
0000000	004725	WRIGHT WAY CLEANING	CARES ACT	9/21/2020		4208-011010-5414-	5,000.00	585833				Cares Business Grants	04552	
	DISC. TOTAL	.00	CHECK TOTAL	5,000.00	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL				.00 TOTAL		5,000.00
		.00	CHECK TOTAL	546,341.39	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL				.00 TOTAL		546,341.39
		.00	CHECK TOTAL	546,341.39	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00	EPY PMT TOTAL				.00 TOTAL		546,341.39

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 546,341.39- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

 DATE

 COUNTY ADMINISTRATOR



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item
Presenter: Chairperson

Meeting: 10/5/20 6:00 PM

Board Appointments

Committee Appointments for Board Consideration.

Highway & Safety Commission

Tim Lovelace Two-Year Term October 1, 2020

Industrial Development Authority

Jarred Glass Four-Year Term October 3, 2020

Staff Recommendation:

Board Discretion.

Board Appointments for 2020

Name	Term	Term Ending	Phone Number
<u>Highway and Safety Commission</u>			
Tim Lovelace	Two Years	October 1, 2020	
Name	Term	Term Ending	Phone Number
<u>Industrial Development Authority</u>			
Jarred Glass	Four Years	October 3, 2020	
Name	Term	Term Ending	Phone Number
<u>Coal Hauling Road Commision</u>			
Tim Lovelace	Four Years	November 7, 2020	
Name	Term	Term Ending	Phone Number
<u>Drill Community Center</u>			
Charlene Blankenship	Two Year	December 31, 2020	
Rachel Helton	Two Year	December 31, 2020	
Doug Lester	Two Year	December 31, 2020	
Harold Dean Thomas	Two Year	December 31, 2020	
Betty Sue Hess	Two Year	December 31, 2020	
Name	Term	Term Ending	Phone Number
<u>Planning Commission</u>			
Roger Sword	Four Years	December 31, 2020	



COUNTY OF RUSSELL, VIRGINIA
COMMITTEE APPLICATION

Print Form

OFFICE USE ONLY:

Date Received: _____

Letter Sent: _____

Currently Serving On : _____

NAME: Lovellace Tim C
(Last) (First) (Middle Initial) (Mr., Mrs., Miss, Rank)

HOME ADDRESS: 119 Flat Top Dr.
Castlewood, VA. 24224 tlvellace@russell.k12.va.us
(Email Address)

TELEPHONE NUMBERS: 276-971-0367 _____
(Home) (Business) (FAX)

PROFESSION/VOCATION: Technology - Russell County Schools

BOARDS/COMMISSIONS ON WHICH YOU WISH TO SERVE: Highway & Safety Committee
(List no more than 3 -- in order of preference:)

OTHER INTERESTS: Hunting, fishing, camping, anything outdoors

EDUCATION: B.S. Old Dominion University, A.A.S. Virginia Highlands

JOB EXPERIENCE: 24 years w/ Russell Co. Schools

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: Russell County BOS since 2016

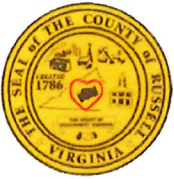
ARE YOU CURRENTLY A MEMBER OF A RUSSELL COUNTY BOARD OR COMMISSION? yes

IF YES, PLEASE NAME: BOS District 1, Highway & Safety Committee, CP Waste Mgmt. Auth.

HAVE YOU PREVIOUSLY SERVED AS A MEMBER OF A RUSSELL COUNTY BOARD OR COMMISSION? yes

IF YES, PLEASE NAME: Same as above

ARE YOU A REGISTERED VOTER? yes DISTRICT NUMBER: 1



COUNTY OF RUSSELL, VIRGINIA
BOARD / COMMITTEE APPLICATION

10-3-16

OFFICE USE ONLY:

Date Received: _____

Letter Sent: _____

Currently Serving On: _____

NAME: Glass Jarred A Mr.
(Last) (First) (Middle Initial) (Mr., Mrs., Miss, Rank)

HOME ADDRESS: 428 Clairmont Circle
Castlewood, VA 24224 drs-2218@yahoo.com
(Email Address)

TELEPHONE NUMBERS: 276 762-0538 276 415-1172 _____
(Home) (Business) (FAX)

PROFESSION/VOCATION: Small business owner / Paramedic Supervisor

BOARDS/COMMITTEE ON WHICH YOU WISH TO SERVE: Industrial Development Authority
(List no more than 3 -- in order of preference :) Castlewood Water & Sewage

OTHER INTERESTS: I enjoy being involved in anything beneficial to my community.
I volunteer spare time as a firefighter and paramedic. I coach and →

EDUCATION: Associates Degree, Nationally Registered Paramedic, numerous
other certifications

JOB EXPERIENCE: I have provided emergency care to the area for many years.
I have managed personnel, of fires and day-to-day operations →

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: Volunteer EMS since 1997, volunteer
firefighter since 1998, Clinch River Little League since 2014 →

ARE YOU CURRENTLY A MEMBER OF A RUSSELL COUNTY BOARD OR COMMITTEE? No

IF YES, PLEASE NAME: _____

HAVE YOU PREVIOUSLY SERVED AS A MEMBER OF A RUSSELL COUNTY BOARD OR COMMITTEE? No

IF YES, PLEASE NAME: _____

ARE YOU A REGISTERED VOTER? Yes DISTRICT NUMBER: 2

OTHER INTERESTS (Continued):

help run the local minor league program and I am involved in the Dante Community Association as Tourism and Economic Development Sub-Committee Lead.

JOB EXPERIENCE (Continued):

for several companies. I feel I am a visionary by nature - assessing needs, developing plans and seeing projects through fruition. This has helped me become a successful small business owner of a fast growing company as well.

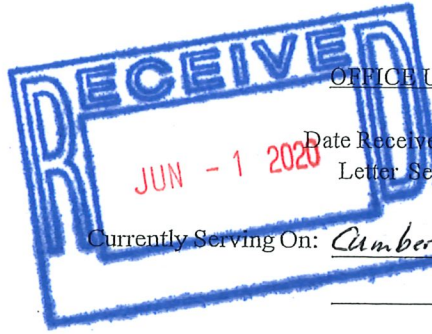
CIVIC OR SERVICE ORGANIZATION EXPERIENCE (Continued):

Dante Community Association



COUNTY OF RUSSELL, VIRGINIA

COMMITTEE APPLICATION



OFFICE USE ONLY:

Date Received: _____

Letter Sent: _____

Currently Serving On: Cumberland Plateau

NAME: Blankenship Ron MR.
(Last) (First) (Middle Initial) (Mr., Mrs., Miss, Rank)

HOME ADDRESS: P.O. Box 61
Lebanon VA 24266 Ron.Blankenship@VAFB.com
(Email Address)

TELEPHONE NUMBERS: 270.889.1459 270.889.1119 _____
(Home) (Business) (FAX)

PROFESSION/VOCATION: Insurance Sales

BOARDS/COMMISSIONS ON WHICH YOU WISH TO SERVE: Cumberland Plateau
(List no more than 3 -- in order of preference :) IDA

OTHER INTERESTS: Agriculture
IDA

EDUCATION: _____

JOB EXPERIENCE: _____

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: _____

ARE YOU CURRENTLY A MEMBER OF A RUSSELL COUNTY BOARD OR COMMISSION? NO

IF YES, PLEASE NAME: _____

HAVE YOU PREVIOUSLY SERVED AS A MEMBER OF A RUSSELL COUNTY BOARD OR COMMISSION? NO

IF YES, PLEASE NAME: _____

ARE YOU A REGISTERED VOTER? Yes DISTRICT NUMBER: 3



COUNTY OF RUSSELL, VIRGINIA

COMMITTEE APPLICATION



Currently Serving On: _____

NAME: MITCHELL MARK A
(Last) (First) (Middle Initial) (Mr., Mrs., Miss, Rank)

HOME ADDRESS: 206 WOODLAND DR
LEBANON VA
mark.mitchell@russellcountyva.us
(Email Address)

TELEPHONE NUMBERS: (276) 608 0619 (276) 880-4431
(Home) (Business) (FAX)

PROFESSION/VOCATION: CAPTAIN RUSSELL CO SHERIFF'S OFFICE

BOARDS/COMMISSIONS ON WHICH YOU WISH TO SERVE: IDA

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

OTHER INTERESTS: _____

EDUCATION: B.S. CRIMINAL JUSTICE BLUEFIELD COLLEGE, AAS ENGR. TECH SWCC
WHIRLPOOL EXECUTIVE LEADERSHIP, LEADERSHIP CERTIFICATE MECC

JOB EXPERIENCE: MANAGER MITCHELL'S INC., DEPUTY PCSO, CHIEF LEBANON PD, TOWN
MANAGER CAPT PCSO

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: PLANNING COMMISSION, LEBANON LODGE #251 AFI AM
LIFE MEMBER LLSL

ARE YOU CURRENTLY A MEMBER OF A RUSSELL COUNTY BOARD OR COMMISSION? PLANNING COMMISSION

IF YES, PLEASE NAME: ✓

HAVE YOU PREVIOUSLY SERVED AS A MEMBER OF A RUSSELL COUNTY BOARD OR COMMISSION? BOS

IF YES, PLEASE NAME: ✓

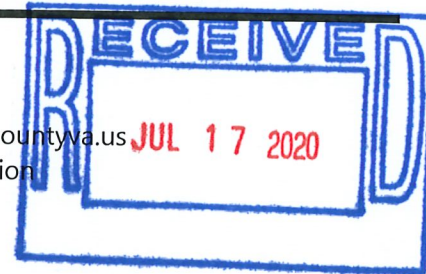
ARE YOU A REGISTERED VOTER? YES

DISTRICT NUMBER: _____

Loretta Vance

From:
Sent:
To:
Subject:

noreply@civicplus.com
Friday, July 17, 2020 9:39 PM
kaylin.ervin@russellcountyva.us; loretta.vance@russellcountyva.us
Online Form Submittal: Board and Committee Application



Board and Committee Application

Name	Nathan Kiser
Email Address	Nathan.kiser84@gmail.com
Address	918 Green Valley Rd
City	Lebanon
State	Virginia
Zip Code	24266
Phone Number	8043177869
Fax Number	Field not completed.
Board/Committee on Which You Wish to Serve	IDA
Other Interests	Field not completed.
Education	Graduated with Honors from Lebanon High 2002 B.A. In History from UVA at Wise 2006
Job Experience	15 Years of Construction and Building Materials Experience 14 Years of Sales Experience (8 years In Home Sales)
Civic or Service Organization Experience	Boy Scouts of America Life Scout Russell County Republican Party Chairman for 5 years
Are you currently a member of a Russell County Board or Committee?	No
If YES, please name:	Field not completed.
Have you previously served as a member of a Russell County Board or Committee?	No



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item
Presenters - Attorney

Meeting: 10/5/20 6:00 PM

County Attorney Reports

1. **CPRWMA Manpower/User Agreement.....B-1**
2. **RC IDA Revenue Bond Resolution – VDH Project.....B-2**
3. **Project Grow Revenue Sharing Agreement.....B-3**

Staff Recommendation:

Board Discretion.

Suggested Motion:

Motion Required.

ATTACHMENTS:

- Various

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

THIS AGREEMENT made as of this 5th day of October 2020, by and between Cumberland Plateau Regional Waste Management Authority (hereinafter referred to as the "Authority") and the County of Russell, Virginia, a political subdivision of the Commonwealth of Virginia, (hereinafter referred to as "County").

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

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

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

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

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

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

REPRESENTATIONS AND CERTIFICATIONS

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

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

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

AUTHORITY AND COUNTY OBLIGATIONS

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

QUALITY OF SERVICE ON PERSONNEL/PERFORMANCE EVALUATION

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

SCOPE OF SERVICE CONTRACTOR OBLIGATIONS

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

TERM OF CONTRACT

This Agreement shall be effective as of the 5th day of April, 2020. The initial term of this Agreement shall be one (1) year commencing on the 5th day of April, 2020. The term of this Agreement shall extend for additional one-year, upon the same terms and conditions as herein, unless either party elects to cancel this Agreement by three (3) months written notice to the other party prior to the end of this term or of any hold over term.

NONDISCRIMINATION

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

color, religion, natural origin or handicap.

INSURANCE

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

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

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

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

DEFAULT

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

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

Cumberland Plateau Regional Waste Management Authority, P.O. Box 386, Lebanon, VA 24266, or addressed to Russell County, 137 Highland Drive, Lebanon, VA 24266.

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed this 5th day of October 2020, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

CUMBERLAND PLATEAU REGIONAL
WASTE MANAGEMENT AUTHORITY

By: _____
Chairman of the Authority

COUNTY OF RUSSELL BOARD OF
SUPERVISORS

By: _____
Chairman of the Russell County
Board of Supervisors

By: _____
County Administrator

APPROVED AS TO FORM

County Attorney for Russell County

STATE OF VIRGINIA,
AT LARGE, to-wit:

Subscribed and acknowledged to before me by Chairman of Cumberland Plateau
Regional Waste Management Authority this the _____ day of _____, 2020.

My Commission expires: _____.

My Registration number: _____.

NOTARY PUBLIC

STATE OF VIRGINIA,
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Chairman of the Russell County
Board of Supervisors this the _____ day of _____, 2020.

My Commission expires: _____.

My Registration number: _____.

NOTARY PUBLIC

STATE OF VIRGINIA,
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Administrator
for Russell County, Virginia, this the _____ day of _____, 2020.

My Commission expires: _____.

My Registration number: _____.

NOTARY PUBLIC

STATE OF VIRGINIA,
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Deputy County Attorney
for Russell County, Virginia, this _____ day of _____, 2020.

My Commission expires: _____.

My Registration number: _____.

NOTARY PUBLIC

EXHIBIT A
INSURANCE COVERAGE RIDER

COVERAGES Workmen's

LIMITS OF LIABILITY

Compensation Employer's

Statutory

Liability

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

Excess Umbrella Liability

\$1,000,000 each occurrence

**RESOLUTION
OF THE BOARD OF SUPERVISORS
OF RUSSELL COUNTY, VIRGINIA
INDUSTRIAL DEVELOPMENT BOND
\$1,000,000**

WHEREAS, the Industrial Development Authority of Russell County (the “Authority”) has held a public hearing regarding the issuance of \$1,000,000 tax exempt Industrial Development Revenue Bonds (the “Bonds”) on September 10, 2020 and approved the issuance of same; and,

WHEREAS, the issuance of the Bonds will be used to finance infrastructure improvements and promote economic development in Russell County, Virginia (the “County”) that will be in the public interest of the County and its environs, and will benefit the County and promote the welfare of its citizens; and,

WHEREAS, the Authority has requested the County to provide its moral obligation to the Authority, to secure the Authority’s Bonds in the form of the funding of deficits of the Authority, all subject to annual appropriation by the Board of Supervisors (the “Board”) of the County as well as to appropriate, during the current budget process sufficient funds for such purpose; and,

WHEREAS, the Authority has requested that the Board of the County, 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 determined that the issuance of the Bonds is in the best interests of the citizens of the County, and improve the safety, health, welfare, convenience and prosperity of citizens of the County; and,

WHEREAS, The Authority was organized by ordinance of the Board pursuant to the Industrial Development and Revenue Bond Act, Section 15.2-4900 et seq. (formerly Section 15.1-1373) of the Virginia Code, as amended, for the benefit of the County and for the public purposes stated in such ordinance;

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of Russell County, Virginia:

1. The Board hereby approves the issuance of the Bonds by the Authority to the extent required by the Code and Section 15.2-4906 of the Virginia Code.

2. The Bonds shall be designated as “Qualified Tax-Exempt Obligations” for purposes of Section 265(b) of the Code. Neither the County 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 2020, 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 County and all “subordinate entities” thereof during calendar year 2020 will not exceed \$10,000,000. The County will not designate more than \$10,000,000 of qualified tax-exempt obligations pursuant to Section 265(b) during the calendar year 2020.

3. As permitted by Section 15.2-1205 of the Virginia Code the Board hereby provides its moral obligation to support the Authority’s Bonds in the form of the funding of any deficits of any kind or nature that the Authority may incur each year, including deficits related to funding of debt service on the Bonds, and agrees to include in its budget sufficient funds to pay debt service on such Bonds during each fiscal year so budgeted, all subject to annual appropriation by the Board.

4. The Secretary of the Authority shall, no later than March 1 of each year beginning March 1, 2021, notify the County Administrator of the County of the amount (the “Annual Debt Service”) of principal of and interest coming due on the Bonds during the next fiscal year.

5. The County Administrator shall include an amount equal to the Annual Debt Service of the Bonds in his budget submitted to the Board for the following fiscal year. The County Administrator of the County shall deliver to the Secretary of the Authority within ten days after the adoption of the County’s budget for each fiscal year, but not later than July 15 of each year, a certificate stating whether the Board has appropriated an amount equal to the Annual Debt Service.

6. The County Administrator shall pay to the Authority the amount of any appropriation made pursuant to this moral obligation on or before the due date of the Annual Debt Service payment.

7. The Board hereby undertakes a non-binding obligation to appropriate to the Authority such amounts as may be requested from time to time pursuant to paragraphs 4 and 5 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future Boards do likewise.

8. Nothing herein contained is or shall be deemed to be a lending of the credit of the County to the Authority, or to any holder of any of the Bonds or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County. Nothing herein contained shall bind or obligate the Board to appropriate funds to the Authority for the purposes described herein nor shall any provision of this Resolution give the Authority or any holders of the Bonds or any other person any legal right to enforce the terms hereof against the Board or the County.

9. The Chairman or Vice Chairman of the Board and the County Administrator are

each hereby authorized and directed to take any and all actions and to execute any such documents or instruments, including but not limited to a "County Support Agreement" pursuant to Section 15.2-1205 of the Virginia Code, as may be necessary or appropriate to carry out the purposes of this resolution, the execution thereof by such officer or officers to be conclusive evidence of such appropriateness or necessity.

10. The Authority shall pay all costs and expenses in connection with the issuance of the Bonds, including the fees and expense of bond counsel, counsel for the Authority and the agent or underwriter for the Bonds, whether or not issued. All such expenses to be deducted from the proceeds of the Bonds when issued.

11. This resolution shall be effective immediately upon its adoption.

Date of Adoption: October 5, 2020.

The Members of the Board voted as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
REBECCA DYE, Chairperson	_____	_____	_____
STEVE BREEDING Vice-Chairman	_____	_____	_____
TIM LOVELACE	_____	_____	_____
LOU WALLACE	_____	_____	_____
CARL RHEA	_____	_____	_____
DAVID EATON	_____	_____	_____
Oris Christian	_____	_____	_____
	CERTIFICATE		

The undersigned Clerk of the Board of Supervisors 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 Russell County Board of Supervisors present at a public meeting duly called and held on October 5, 2020, at which meeting a quorum was present and acting throughout.

Dated; October __, 2020

[SEAL]

Clerk, Board of Supervisors of
Russell County, Virginia

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT is made as of the ____ day of October, 2020, by and among the BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA (**the “Board”**), acting as the governing body of the County of Russell, Virginia, (**the “County”**), the Russell Industrial Development Authority (**the “Authority”**), and First Bank and Trust Company (**“First Bank”**) as purchaser of the Bond.

WHEREAS, the Authority has determined that it is in the best interest of the general public to issue and sell its Industrial Revenue Bond in an original aggregate principal amount not to exceed One Million (\$1,000,000.00) Dollars (**the “Bond”**) to First Bank pursuant to the terms of the Loan Agreement in order to finance the Project; and

WHEREAS, the Board adopted on October 5, 2020, a resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of the Board to consider certain appropriations in support of the Bond and the Project.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined, each capitalized term used in this Support Agreement shall have the meaning given it in the Loan Agreement.
2. The Authority shall use its best efforts to issue the Bond, to use the proceeds thereof to pay the costs of the Project.
3. No later than April 15 of each year, beginning April 15, 2020, the Authority shall notify the Board of the amount (**the “Annual Deficiency Amount”**) by which the Authority reasonably expects the Revenues to be insufficient to pay (i) the debt service obligations under the Bond when due during the County’s fiscal year beginning the following July 1.
4. The County Administrator of the County (**the “County Administrator”**) shall include the Annual Deficiency Amount in his budget submitted to the Board for the following fiscal year as an amount to be appropriated to or on behalf of the Authority. The County Administrator shall deliver to First Bank within ten days after the adoption of the County’s budget for each fiscal year, but not later than July 15 of each year, a certificate stating whether the Board has appropriated to or on behalf of the Authority an amount equal to the Annual Deficiency Amount.
5. If at any time Revenues shall be insufficient to make any of the payments referred to in paragraph 3 hereof, the Authority shall notify the County Administrator of the amount of such insufficiency and the County Administrator shall request a supplemental appropriation from the Board in the amount necessary to make such payment.
6. The County Administrator shall present each request for appropriation pursuant to

paragraph 5 above to the Board, and the Board shall consider such request, at the Board's next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement. Promptly after such meeting, the County Administrator shall notify the Authority as to whether the amount so requested was appropriated. If the Board shall fail to make any such appropriation, the County Administrator shall add the amount of such requested appropriation to the Annual Deficiency Amount reported to the County by the County Administrator for the County's next fiscal year.

7. The Board hereby undertakes a non-binding obligation to appropriate such amounts as may be requested from time to time pursuant to paragraphs 4 and 5 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby recommends that future Boards of Supervisors do likewise.

8. Nothing herein contained is or shall be deemed to be a lending of the credit of the County to the Authority, First Bank or to any holder of the Bond or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County, nor shall anything herein contained legally bind or obligate the Board to appropriate funds for the purposes described herein.

9. Any notice or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (i) if to the County, to the County Administrator's Office, P.O. Box 1208, Lebanon, VA 24266, Attention: County Administrator; (ii) if to the Authority, P.O. Box 1208, Swords Creek, VA 24649, Attention: Chairman, RCIDA; (iii) if to First Bank, First Bank, P.O. Box 1000, Abingdon, VA 24212, Attention: Raleigh Hayter, Senior Vice President. Any party may designate any other address for notices or requests by giving notice.

10. It is the intent of the parties hereto that the laws of the Commonwealth of Virginia shall govern this Agreement.

11. This Agreement shall remain in full force and effect until the Bond and all other amounts payable by the Authority under the Loan Agreement have been paid in full.

IN WITNESS WHEREOF, the parties hereto have each cause this Agreement to be executed in their respective names as of the date first above written.

BOARD OF SUPERVISORS OF RUSSELL COUNTY,
VIRGINIA

By: _____
REBECCA DYE, Chairperson

RUSSELL COUNTY INDUSTRIAL DEVELOPMENT
AUTHORITY

By: _____
ERNIE McFADDEN, Chairman

FIRST BANK AND TRUST COMPANY

By: _____
RALEIGH HAYTER, Senior Vice-President



LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
220004820	Industrial Development Authority of Russell County, Virginia	R053260	10/16/20	REH
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$1,000,000.00	Not Applicable	3.160%	10/16/30	Commercial
Creditor Use Only				

PROMISSORY NOTE

(Commercial - Draw)

DATE AND PARTIES. The date of this Promissory Note (Note) is October 16, 2020. The parties and their addresses are:

LENDER:

THE FIRST BANK AND TRUST COMPANY
PO Box 1000
Abingdon, VA 24212
Telephone: 276-623-2323

BORROWER:

INDUSTRIAL DEVELOPMENT AUTHORITY OF RUSSELL COUNTY, VIRGINIA
PO Box 2378
Lebanon, VA 24266-2378

CONFESSION OF JUDGMENT. I appoint and authorize Chafin Law Firm, P.C. or Raleigh E. Hayter, PO Box 1000, Abingdon, VA 24212, attorneys in fact, to appear in the office of Russell County, Virginia, to confess judgment against me, in favor of Lender, if I default on this agreement. The confession of judgment may be without process and for any amount of **PRINCIPAL and INTEREST** due on this Note including collection costs and reasonable attorneys' fees. This is in addition to other remedies. A substitute attorney-in-fact may be appointed by Lender.

For the purposes of this notice, "you" means the Borrower. IMPORTANT NOTICE: THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

A. Pronouns. The pronouns "I," "me," and "my" refer to each Borrower signing this Note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.

B. Note. Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.

C. Loan. Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.

D. Loan Documents. Loan Documents refer to all the documents executed as a part of or in connection with the Loan.

E. Property. Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.

F. Percent. Rates and rate change limitations are expressed as annualized percentages.

G. Dollar Amounts. All dollar amounts will be payable in lawful money of the United States of America.

2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, amounts advanced from time to time under the terms of this Note up to the maximum total principal balance of **\$1,000,000.00 (Principal)**, plus interest from the date of disbursement, on the unpaid outstanding Principal balance until this Note is paid in full and you have no further obligations to make advances to me under the Loan.

3. ADVANCES. Advances under this Note are made according to the following terms and conditions.

Industrial Development Authority of Russell County, Virginia
Virginia Promissory Note

VA/4XXXXXXXXX0000000002247009N

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Page 1



A. Requests for Advances. My requests are a warranty that I am in compliance with all the Loan Documents. When required by you for a particular method of advance, my requests for an advance must specify the requested amount and the date and be accompanied with any agreements, documents, and instruments that you require for the Loan. Any payment by you of any check, share draft or other charge may, at your option, constitute an advance on the Loan to me. All advances will be made in United States dollars. I will indemnify you and hold you harmless for your reliance on any request for advances that you reasonably believe to be genuine. To the extent permitted by law, I will indemnify you and hold you harmless when the person making any request represents that I authorized this person to request an advance even when this person is unauthorized or this person's signature is not genuine.

I or anyone I authorize to act on my behalf may request advances by the following methods.

- (1) I make a request in person.
- (2) I make a request by phone.

B. Advance Limitations. In addition to any other Loan conditions, requests for, and access to, advances are subject to the following limitations.

- (1) Discretionary Advances. You will make all Loan advances at your sole discretion.
- (2) Advance Amount. Subject to the terms and conditions contained in this Note, advances will be made in exactly the amount I request.
- (3) Maximum Frequency. Advances will be made no more frequently than Daily.
- (4) Cut-Off Time. Requests for an advance received before 5:00 PM will be made on any day that you are open for business, on the day for which the advance is requested.
- (5) Disbursement of Advances. On my fulfillment of this Note's terms and conditions, you will disburse the advance in any manner as you and I agree.
- (6) Credit Limit. I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan to be greater than the Principal limit. You may, at your option, grant such a request without obligating yourselves to do so in the future. I will pay any overadvances in addition to my regularly scheduled payments. I will repay any overadvance by repaying you in full within days after the overadvance occurs.
- (7) Records. Your records will be conclusive evidence as to the amount of advances, the Loan's unpaid principal balances and the accrued interest.

4. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of **3.160 percent (Interest Rate)**.

A. Post-Maturity Interest. After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.

B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by applicable law. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by the Virginia usury laws under Va. Code §§ 6.2 et. seq.

D. Accrual. Interest accrues using a counting days method whereby the per diem interest is calculated first by dividing the annual interest by 12 (to determine one month's interest) and then this amount is divided by the number of days in the respective month (so the per diem will vary from month to month). The resulting per diem is then multiplied by the respective number of days in the accrual period.

5. REMEDIAL CHARGES. In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A. Late Charge. If a payment is more than **10** days late, I will be charged **5.000** percent of the Amount of Payment. I will pay this late charge promptly but only once for each late payment.

6. PAYMENT. I agree to pay this Note in **120** installment payments. During the first phase of the Loan I will make **12** payments of accrued interest beginning November 16, 2020, and then on the 16th day of each month thereafter, until October 16, 2021.

Then, I agree to make **108** installment payments during the second phase of the Loan. I will make **107** payments of **\$10,650.62** beginning on November 16, 2021, and on the 16th day of each month thereafter. A single, final payment of the entire unpaid balance of Principal and interest will be due October 16, 2030.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to escrow that is due, then to interest that is due, then to principal that is due, then to late charges that are due, then to any charges that I owe other than principal and interest, and finally to principal that is due. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

7. PREPAYMENT. I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

8. LOAN PURPOSE. The purpose of this Loan is improvements to Russell County Health Services facilities and purchase equipment for Russell County Sheriff's Office.

9. DEFAULT. I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. I fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Note or any other obligations I have with you.

C. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Note.

D. Other Documents. A default occurs under the terms of any other Loan Document.

E. Other Agreements. I am in default on any other debt or agreement I have with you.

F. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

G. Judgment. I fail to satisfy or appeal any judgment against me.

H. Name Change. I change my name or assume an additional name without notifying you before making such a change.

I. Property Transfer. I transfer all or a substantial part of my money or property.

J. Property Value. You determine in good faith that the value of the Property has declined or is impaired.

K. Insecurity. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason.

10. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Note.

(4) You, or any institution participating in this Note, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

11. REMEDIES. After I default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of this Note immediately due.

B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.

E. Termination. You may terminate my rights to obtain advances or other extensions of credit by any of the methods provided in this Note.

F. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

G. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note or any other Loan Document. Expenses include (unless prohibited by law) reasonable attorneys' fees, court costs, and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

13. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

14. WARRANTIES AND REPRESENTATIONS. I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.

15. APPLICABLE LAW. This Note is governed by the laws of Virginia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Virginia, unless otherwise required by law.

16. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my successors and assigns.

17. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

18. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

19. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail or via a nationally recognized overnight courier to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

20. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

21. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

22. SIGNATURES. By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER:

Industrial Development Authority of Russell County, Virginia

By _____ Date _____ (Seal)
Luther E. McFaddin, Jr., Chairman

By _____ Date _____ (Seal)
Carlton Elliott, Secretary/Treasurer

ACKNOWLEDGMENT (REQUIRED FOR CONFESSION OF JUDGMENT):

COMMONWEALTH OF _____, COUNTY (OR CITY) OF _____ ss.

This instrument was acknowledged before me this _____ day of _____, _____ by Luther E. McFaddin, Jr. - Chairman and Carlton Elliott - Secretary/Treasurer of Industrial Development Authority of Russell County, Virginia a Domestic Government Unit on behalf of the Domestic Government Unit.

My commission expires:

(Notary Public)

**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 \$1,000,000 (the "Bond") to finance infrastructure improvement and promote economic development in Russell County, Virginia (the "County") and

WHEREAS, a public hearing, duly advertised, was held, electronically pursuant to Covid-19 Pandemic Protocols, 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 September 10, 2020 at 5:35 p.m. in Lebanon, VA.

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. It is hereby found and determined that financing the infrastructure improvements will 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 Authority hereby agrees that the issuance of Bonds in an amount not to exceed \$1,000,000, upon terms and conditions mutually agreed in the financing proposal of First Bank & Trust Company (Exhibit "A").
3. 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 2020, 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 2020 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 2020.
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 the Bonds, including the fees and expenses of bond counsel, counsel for the Authority and the agent or underwriter for the Bonds, whether or not issued.

6. The Authority shall perform such other acts and adopt such further proceedings as may be required to implement its undertakings as herein set forth. If necessary, the Chairman of the Authority is authorized to approve the distribution of a Preliminary Official Statement with respect to the Bonds, provided no bonds shall be sold until the sale of the Bonds has been approved by the Authority.

7. The Authority hereby recommends that the Board of Supervisors of Russell County, Virginia, approve the issuance of the Bonds.

8. The recommendation for approval of the Bonds set forth herein is made solely for compliance with Section 147(f) of the Code and Section 15.2-4906 of the Virginia Code.

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


DATED: September 10, 2020.

<u>MEMBER</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSENT</u>
ERNIE McFADDIN Chairman	<u>✓</u>	<u> </u>	<u> </u>
RICHARD LOCKRIDGE Vice-Chairman	<u>✓</u>	<u> </u>	<u> </u>
CARLTON ELLIOTT	<u>✓</u>	<u> </u>	<u> </u>
ROGER SWORD	<u>✓</u>	<u> </u>	<u> </u>
SCOTT GILMER	<u>✓</u>	<u> </u>	<u> </u>
DONNIE CHRISTIAN	<u>✓</u>	<u> </u>	<u> </u>
JOHN STAMPER	<u>✓</u>	<u> </u>	<u> </u>
JARED GLAS	<u>✓</u>	<u> </u>	<u> </u>
TONI DODI	<u>✓</u>	<u> </u>	<u> </u>

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 duly called and held on September 10, 2020, at which meeting a quorum was present and acting throughout.

Dated: September 10, 2020.



Clerk, Industrial Development Authority
of Russell County, Virginia



Board of Supervisors

137 Highland Drive
Lebanon, VA 24266

Meeting: 10/5/20 6:00 PM

Action Item C-1 – C-5

Presenter: Administrator

County Administrator Reports & Requests

The County Administrator Reports & Request for October 2020:

REPORTS

1. Russell County CARES Fund Financial Summary.....C-1
2. RC School's Learning Center.....C-2

REQUESTS

3. Russell County "CARES" Business Grants.....C-3
4. VEDP Commonwealth's Development Opportunity Fund – Performance Agreement - Polycap LLC.....C-4
5. RC BOS Resolution of Support for VDOT Closing of Rte. 601 for Landslide Repairs.....C-5
6. RC BOS Resolution of Support for VDOT Project – Roanoke Hill Road Rte. 687 Single Lane Bridge Construction.....C-6
7. RC Planning Commission – Crystal White's Resignation Letter.....C-7
8. RC BOS Discretionary Community Funds.....C-8

STAFF RECOMMENDATION(s):

Board Discretion.

SUGGESTED MOTION(s):

Board Discretion.

RUSSELL COUNTY
"CARES" FUND ACCOUNT
MARCH 1, 2020 - DECEMBER 31, 2020
Compiled: October 1, 2020

RUSSELL COUNTY "CARES" RELIEF FUND TOTAL:

\$4,639,052

Town's CARES Fund (Transferred to Towns)

Town of Lebanon

\$533,027

Town of Honaker

\$241,694

Town of Cleveland

\$34,329

Town of Saint Paul

\$30,154

Town's CARES Fund Totals

\$839,204

County Operational Expenses

Medical and Protective Supplies (masks, hand sanitizer stations & refills, and gloves, etc.)

\$159,247

Payroll for Public Personnel (Public personnel dedicated to Covid-19 responses - EMS, Sheriff's Office, 911 Staff, County Staff, Disposal Staff, Janitorial Staff, etc.)

\$981,307

Voter Registrar's Office (processing absentee ballots)

\$0

Health & Human Services

\$0

COVID-related Expenditures

\$7,500

Operational Expenses Totals

\$1,148,054

Public Facility Safety Modifications

Cleaning Supplies & Services (Hiring part-time staff; sanitizing meeting rooms, courts, and government facilities)

\$44,255

New Medical/Emergency Response Equipment

\$57,665

Decontamination Equipment

\$165,000

Safety Modifications to Public Buildings (Touchless Entry Systems, Plexiglass Screening, Air Filters, etc.)

\$33,655

Public Facility Safety Modifications Totals

\$300,575

Business Support & Recovery

Small Business Grant Program

\$120,000

PPE Kits for Businesses

\$0

Creation of Safe Public Spaces

\$82,000

Business Support & Recovery Totals

\$202,000

Community Assistance Programs	
Nonprofit Support & Community Partnerships (Food Pantries)	\$110,000
Housing/ Homelessness	\$0
Volunteer Fire and Rescue Squads (5 Rescue Squads & 8 Fire Squads)	\$415,000
Community Assistance Programs Totals	\$525,000
School System Response & Adaptation	School Board Managed
Technology & Telework	
Telework Equipment (remote meeting equipment, laptops, etc.)	\$52,896
Upgrade Financial Software (online bill paying)	\$0
WIFI Upgrade	\$0
Techology & Telwork Totals	\$52,896
Other Covid-19 Related Expenses	
Local match on COVID expenditures	\$0
Regional Jail Expenses	\$0
Legal Expenses	\$0
Secure a Line of Credit	\$0
Other Covid-19 Related Expenses Totals	\$0
Broadband Projects	
Extend Hot Spots	\$16,875
Broadband Projects Totals	\$16,875
CARES Funds as Grant Match	
Plan to use CARES Funds to Leverage other Grant Programs	\$0
CARES Funds as Grant Match Totals	\$0
CARES Fund Account	
Total CARES Expenditures To-Date (10/1/2020)	\$3,084,604
CARES Fund Balance: (10/1/2020)	\$1,554,448

RUSSELL COUNTY LEARNING CENTER PILOT PROGRAM

FACT SHEET

- Program will begin September 14, 2020 and operate throughout the 2020-2021 school year, if needed
- Provided for Pre-K – 7 students of Russell County Public Schools. Employees of Russell County Public Schools and Russell County First Responders that live outside the county but whose children attend a school within the county are eligible to attend the Learning Center.
- Operational 7:00 a.m.– 6:00 p.m. for students' remote learning days only
- Will not provide after school care for students' scheduled in-person learning days at their school
- Will follow the same schedule as Russell County Public Schools for holidays and inclement weather
- Staff to include classroom instructors, a manager and a clerk to be on-site each day that students attend
- Management position to be paid \$22.00 per hour; clerk and classroom instructor positions to be paid \$18.00 per hour. Employees may work up to a maximum of twenty-nine hours per week. An on-site SRO will be paid \$20.00 per hour.
- Free of charge to students and their families
- Russell County CARES Act will provide funding for the center through the end of the 2020 calendar year (approximate cost \$125,000 - \$150,000)
- United Way/Southwest Virginia Workforce Development Board to fund program beginning January 1, 2021 throughout the duration of the school year, if needed
- Due to licensing requirements, the center's workers will be Russell County Public School employees
- Learning Center program has VACORP approval

RUSSELL COUNTY LEARNING CENTER PILOT PROGRAM

In partnership with the Russell County Administrator, the Russell County Board of Supervisors, United Way, and the Southwest Virginia Workforce Development Board, Russell County Schools is pleased to announce the "Russell County Learning Center Pilot Program." This program will begin on Monday, September 14, 2020 and run throughout the 2020-2021 school year, if needed. The Learning Center will be located at the Russell County Government Center located at 139 Highland Drive, Lebanon, Virginia. The hours of operation will be 7:00 a.m. until 6:00 p.m. Monday – Friday. This program is for all students in grades Pre-K – 7 who are enrolled in a Russell County Public School for the 2020-2021 school year. Students may attend the learning center on the days that have been designated as remote learning days by their school. This program will not include after school care on the days that students are scheduled to attend class in person at the school in which they are registered. Twenty-first Century Learning Programs will be in place at all Russell County Schools and after school services will be provided at the school the student attends on the days they attend classes in person. Parents will be responsible for providing transportation to and from the learning center for their children. The temporary program will be funded by Cares Act funds received by the Russell County Board of Supervisors that must be encumbered by December 31, 2020 and by United Way and the Southwest Virginia Workforce Development Board. Therefore, there will be no cost to the students or their families that choose to participate in this program.

The Russell County Learning Center Pilot Program will mirror the 2020-2021 school calendar for Russell County Public Schools. Should Russell County Public Schools be closed for inclement weather, pandemic reasons, etc. the learning center shall also be closed. The learning center will be operational only on the days that Russell County Schools are open.

The Learning Center partnership will focus on providing a safe, supervised environment that is conducive to the students being able to participate in remote learning. This will include a workspace and access to the internet. Participating students will need to bring their chrome book that has been issued by their school with them each day and any assignments that have been given to them by their classroom teachers to be completed on their remote learning days when they attend the learning center. The goal is to have a maximum student/teacher ratio of 12:1 and to provide six feet of space between students. If that is not possible, the mitigation will be to reduce the space between students from five feet to no less than one meter. Teachers and staff do not need to wear a mask when they are six feet or more away from the students. Between three to six feet, students and teachers are encouraged to wear a mask. At less than three feet, masks will be required. Staff hired for the learning center will be required to have met all safety and supervisory standards established by Russell County Schools, including background checks. Clear, consistent and frequent communication will take place between the learning center and the parents.

Employees of the Learning Center will include a supervisor from the Russell County Central Office that will serve as the center's educational liaison, lead teacher at the center that will help to oversee the center's daily operation, and a clerk that will be on duty each day to take calls, greet visitors, and assist with the general operation of the center. The rate of pay for the employees of the center shall be \$22.00 per hour for the lead teacher/center overseer and \$18.00 per hour for those employees serving in instructional and clerical positions. Employees will work a maximum of twenty-nine hours per week and

will be Russell County Public School employees due to licensing requirements. VACORP has approved the instructional center learning plan. An SRO will be on site most days and shall be paid \$20.00 per hour for the time that is spent at the learning center. Visitors shall be greeted at the front of the center by the clerk. Students will be dropped off at the front of the building in the mornings and picked back up in that location in the afternoons.

Keeping the students and the employees of the Learning Center safe will be a top priority. Therefore, social distancing and regulations and guidelines from the Center for Disease Control (CDC) and from the health department will be followed. The center will have a school nurse on-call that a staff member from the learning center can call if an issue arises with a student at the learning center. The center will have access to adequate cleaning and sanitation supplies at all times. Measures will be implemented to ensure that common work areas and equipment, and personal workspaces are regularly cleaned and sanitized. Supplies shall include, but not be limited to, hand sanitizers, soap, paper towels, tissues, gloves, disinfectant wipes, washable facial coverings, etc. Safe school trainings will be completed by all employees of the learning center to acknowledge they understand their responsibilities in practicing all health and safety protocols required by Russell County Public Schools in physical worksites. Social distancing will be required to be maintained as much as possible. Face coverings or masks will be required on-site when social distancing cannot be maintained. Following safety protocols, facility visitors will be limited. Visitors who are suspected to be sick and/or have recently experienced COVID-19 symptoms will not be permitted to enter the learning center. Visitors must wear a mask or face covering, enter the building alone, and follow social distancing guidelines. Any family members or friends accompanying the visitor will be asked to remain outside or in a vehicle. Russell County Public Schools Employee Health Screening Guidance will be followed by the employees of the learning center.

Parents will be required to check their children for the following symptoms before bringing them to the learning center. If a child has any of these symptoms, the parents will notify the learning center, contact the Virginia Department of Health, and keep the child home until further directions from the health official.

- Temperature 100.4 degrees Fahrenheit or higher when taken by mouth
- Sore throat
- NEW uncontrolled cough that causes difficulty breathing (for students with chronic allergic/asthmatic cough, a change in their cough from baseline)
- Diarrhea, vomiting, or abdominal pain
- New onset of severe headache, especially with a fever

OR if the student has had close contact/potential exposure according to these guidelines:

- Had close contact (within six feet of an infected person for at least fifteen minutes) with a person with confirmed COVID-19
- Had close contact (within six feet of an infected person for at least fifteen minutes) with a person under quarantine for possible exposure of SARS-CoV-2
- Traveled to or lived in an area where the local, tribal, territorial, or state health department is reporting large numbers of COVID-19 cases
- Live in areas of high community transmission while the school remains open

All students attending the learning center will be provided with a free bagged breakfast and a boxed lunch on the days they attend the learning center.

IDA	Awarded	\$5,000 each	10 Applications	\$50,000
Gerald Sharp dba Gerald Sharp PC., 1114 E. Main St. Lebanon, VA 24266				
Jordan Smith & Tyler Castle dba Next Fitness Club LLC., 1806 E. Main St., Lebanon, VA 24266				
Preston Ball dba Preston Ball Photography, 155 Grandville Meadows Dr., Lebanon, VA 24266				
Robert Weatherly dba Lebanon Physical Therapy & Rehab. Services 272 Highland Dr. Lebanon, VA				
Robin Fields dba Robin's Nest, 23271 US Hwy 19, Cedar Bluff, VA 24609				
Thomas Luke Stillwell dba Luke Stillwell Optometrist PC., 1050 Regional Park Rd. Lebanon, VA 24266				
Thomas Luke Stillwell dba Mountain View Rental Properties LLC., 7831 Mountain Rd. Cedar Bluff, VA				
Tim Ball dba Tim Ball Farming, Inc., 245 Oak Circle Dr. Rosedale, VA 24280				
Vincent J. Gilmer dba Vincent's Vineyard 2313 E. Main St. Lebanon, VA 24266				

Russell County BOS	Awarded	\$5,000 each	14 Applications	\$60,000
Bailey Engineering, P.O. Box 155, Rosedale, VA 24280				
Barbara's His & Hers Salon, 10 Memorial Drive, Castlewood, VA 24224				
Clatterbuck Pavement Markings, Inc., 3280 Cleveland Rd., Cleveland, VA 24225				
Quality Paving Inc., P.O. Box 88, Swords Creek, VA 24649				
Dirt Daubers, 2977 High Point Rd., Castlewood, VA 24224				
Flower Country, 6 Memorial Drive, Castlewood, VA 24224				
J & J Trash Waste Management, Rosedale, VA 24280				
Rexanna's Family Hair Care, 465 Swords Creek Rd., Honaker, VA 24260				
Honaker Florist LLC, 429 South Railroad Ave., Honaker, VA 24260				
Honaker Wholesale LLC., 435 South Railroad Ave., Honaker, VA 24260				
Lonesome Pine Brewing Co., 15 East Main Street, Lebanon, VA 24266				
Something Special, 11668 US Highway 19, Lebanon, VA 24266				
Swords Creek Cut & Style, 7336 Swords Creek Rd. Swords Creek, VA 24649				
Wright Way Cleaning, 62 Woosley St., Lebanon, VA 24266				

<u>Rescue Squads</u>	Awarded	<u>\$35,000 each</u>	\$175,000
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Castlewood Rescue Squad
Cleveland Life Saving Crew
Dante Rescue Squad
Lebanon Lifesaving Crew
New Garden Rescue Squad

<u>Fire Departments</u>	Awarded	<u>\$30,000 each</u>	\$240,000
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Dante Fire Department
Honaker Vol. Fire Dept.
Lebanon Vol. Fire Dept.
Belfast-Rosedale Fire Dept.
Cleveland Vol. Fire Dept.
Copper Creek Moccasin Fire
St. Paul Fire and Rescue
Castlewood Fire Department

<u>Food Ministry Awarded</u>	Awarded	<u>\$22,000 each</u>	\$110,000
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Roger E. Jessee	Woody Scott	762-7812, 623-3484	
Word of Victory	Rod Wicker	701-2511	
Elk Garden	Brooke Atchley	540-599-4071	Barbara Parker 971-6724
Star Ministry	Amanda Thomas	276-451-1172	
Splash Ministry	Carolyn Puckett	991-6044	

<u>Town of Lebanon</u>	<u>\$5,000 each</u>	<u>33 Applications</u>	<u>\$165,000</u>
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Amber Franks dba Pat's Kountry Diner
Debbie Smith dba Debbie's Hair
Gabriella Range dba The Local
James Range dba CrossFit Beartown
Janet McGlothlin dba Top Line Advertising
Jefferson Steffey dba J & V's Corner Diner
Jodi Campbell dba The Veritas Nurturing Center
Kathern J. Moore dba Perfect Petals
Kayla Goff Moran dba RKT Hair Studio
Mark Smith dba Shug's Place
Mary Rasnake dba Mary & Company
Rebecca Rose dba Wild Rose Hair
Becky's Cut & Style-Becky Gilbert
Jimmy's Detailing-Jimmy Honaker
Kegley Service Center, Inc.-Betty Kegley
The Artist's Loft-Edward Young
Randi's Glamour Connection-Randi Sykes
Street Drug Corp.-Jared Street
Melody Acres Farm-Vincent Gilmer
Pizza Town-Marisa Graziano
Appalachian Meats-Victoria Gent
John Stanley Attorney at Law
Clark Print Shop-Devin Clark
El Campesino-Fernando Onate
Designs by JLeigh-Jamie Bradley
Nextdoor Drug, PC-Jackie Hackney & Nicole Lawson
Best Life Physical Therapy, Inc., - Kaitlin Dodi-Monk
Salon Platinum-Justin Gobble
The Lebanon News-Jerry Lark
Extol Corp Inc-Larry & Wanda Hughes
Woodz-N-Waterz Taxidermy-Joshua Ward
Fields Restaurants, LLC-Tim Fields
Tokyo Japanese Restaurant-Wei Kang Hau

<u>Town of Honaker</u>	<u>\$5,000 each</u>	<u>12 Applications</u>	<u>\$60,000</u>
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Diane Fuller dba Honey Bea's Café, 392 South Railroad Honaker, VA 24260
Mariano Romano, K & M Romano Inc. dba Momma Mia, 412 Putnam Rd., Honaker, VA 24260
Modern Chevrolet Sales, 5600 Redbud Hwy, Honaker, VA 24260
T's Country Store and Feed, 5888 Redbud Hwy., Honaker, VA 24260
DR Price
The Farmers Table
Tiger Stop
McFaddin & Associates
Honaker Tobacco Outlet
Honaker Animal Health
Barnhart Chiropractic
Whitt Insurance Agency

Russell County BOS	Pending Grants	\$5,000	25 Applications	\$125,000
Authentic Appalachian Landworks, 776 Red Oak Ridge Rd., Castlewood, VA 24224				
Barton's Service Center, 8335 Redbud Hwy., Honaker, VA 24260				
Bill's Carport's and Buildings, 4382 Swords Creek Rd, Swords Creek, VA 24649				
Bostic Tucker & Co., PC, Main St., Lebanon, VA 24266				
Campbell Storage & Rental, 7809 Green Valley Rd., Lebanon, VA 24266				
David Shelton Trucking Co., Inc., 1965 Pine Creek Rd. Swords Creek, VA 24649				
David Mullins Wealth Management, 603 Fairview Lane, Lebanon, VA 24266				
Elk Garden Aluminum, 8043 Mountain R., Cedar Bluff, VA 24609				
Extol Corp. dba Glamour Tan, 20 Russell St., Lebanon, VA 24266				
Highlands Ambulance Service, P.O. Box 1017, Lebanon, VA 24266				
Honaker Tire Service, P.O. Box 1508, Honaker, VA 24260				
Jared Shelton Trucking, LLC 37 Alpha St., Swords Creek, VA 24649				
Jeff Shelton Trucking, 90 Alpha St., Swords Creek, VA 24649				
JordyKy Trucking, Inc., P.O. Box 203, Cedar Bluff, VA 24609				
Lebanon Discount Tire 2106 East Main St. Lebanon, VA 24266				
Maggie Chafin Salon, 1796 East Main St. Lebanon, VA 24266				
Photography by Kalyn, 571 McFarlane Lane, Rosedale, VA 24280				
Robin's Nest, PO Box 9, Rosedale, VA 24280				
Romanos II Restaurant, Inc., 2 Memorial Drive, Castlewood, VA 24224				
Shortt Accounting Service, Inc., P. O. Box 1575, Main St. Lebanon, VA 24266				
Starnes Refrigeration & A/C, Inc., 4082 US Hwy 19, Lebanon, VA 24266				
Stinson Heating & Cooling, Inc, 11 West Main St. Lebanon, VA 24266				
SWVA Mechanical LLC, 623 Oak Circle Dr., Rosedale, VA 24280				
Wayne Musick Auto Repair, 1930 West main St. Lebanon, VA 24266				
Wallace Furniture and Hardware, Inc., 5711 Redbud Hwy., Honaker, VA 24260				

Farms	13 Applications	\$65,000
Banner's Farm Inc., P.O. Box 100, Castlewood, VA 24224		
Bar-C Farms, 7809 Green Valley Rd., Lebanon, VA 24266		
Circle K Farms, LLC, P.O. Box 2921, Lebanon, VA 24266		
Derek Hicks, P. O. 4021, Castlewood, VA 24225		
DJB Cattle, 47 Trigg Dr., Lebanon, VA 24266		
Dry Branch Cattle Company, Inc., P.O. Box 92, Rosedale, VA 24280		
Green Valley Genetics, 7325 Green Valley Rd., Lebanon, VA 24266		
Kiser's Farm, 3350 Jessee's Mill Rd., Cleveland, VA 24225		
Powers Farm, 361 Sink Hole Lane, Cleveland, VA 24224		
Richard Bostic, P.O. Box 1568, Honaker, VA 24260		
RR Farm, 2691 Seven Springs Hollow Road, Castlewood, VA 24224		
Sykes Livestock, LLC, P.O. Box 1985, Lebanon, VA 24266		
Tony Browning, 3995 Memorial Dr., Castlewood, VA 24224		

COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** (this "Agreement") made and entered this ____ day of _____, 2020, by and among the **COUNTY OF RUSSELL, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **POLYCAP LLC** (the "Company"), a Delaware limited liability company authorized to transact business in the Commonwealth, the **INDUSTRIAL DEVELOPMENT AUTHORITY OF RUSSELL COUNTY, VIRGINIA** (the "Authority"), a political subdivision of the Commonwealth, and the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** ("VEDP"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive \$130,000 from the Commonwealth's Development Opportunity Fund (a "COF Grant") through VEDP for the purpose of inducing the Company to purchase, equip, improve and operate a manufacturing facility in the Locality (the "Facility"), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, the Locality is willing to provide the funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company promises to meet certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the Locality, the Authority, the Company, and VEDP desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, the obligations of the Company regarding Capital Investment and New Jobs, and the repayment by the Company of all or part of the COF Grant under certain circumstances;

WHEREAS, the purchase, equipping, improvement and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately \$11,800,000, of which approximately \$7,700,000 will be invested in machinery and tools, and approximately \$4,100,000 will be invested in the purchase and up-fit of an existing building;

WHEREAS, the purchase, equipping, improvement and operation of the Facility will further entail the creation and Maintenance of 48 New Jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Section 1. Definitions.

For the purposes of this Agreement, the following terms shall have the following definitions:

“Capital Investment” means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility. A capital expenditure related to a leasehold interest in real property will be considered to be made “on behalf of the Company” if a lease between a developer and the Company is a capital lease, or is an operating lease having a term of at least ten years. The purchase or lease of machinery and tools or furniture, fixtures, and business personal property, including under an operating lease, and expected building up-fit and tenant improvements by or on behalf of the Company will qualify as Capital Investment. The Capital Investment must be in addition to the capital improvements at the Facility as of January 1, 2019.

“Maintain” means that the New Jobs will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company’s employment levels (so long as there is active recruitment for open positions), (ii) strikes, and (iii) other temporary work stoppages.

“New Job” means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an average annual wage of at least \$30,670. Average annual wage means the average annual salary of full-time positions at the Facility determined by dividing total payroll (of a type included in W-2 compensation) provided to full-time positions at the Facility by the number of full-time positions at the Facility. Each New Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of the Company’s operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs.

“Performance Date” means September 30, 2022. If the Locality, in consultation with the Authority and VEDP, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, the Locality may, at any time prior to the Performance Date, request an extension of the Performance Date by up to 15 months. Any extension of the Performance Date shall require the prior approval of the Board of Directors of VEDP (the “Board”). If the Performance Date is extended, the Locality shall send written notice of the extension to the Authority, the Company and VEDP and the date to which the Performance Date has been extended shall be the “Performance Date” for the purposes of this Agreement.

“Real Estate Investment” means the portion of the Capital Investment that is invested by or on behalf of the Company in improvements to taxable real property at the Facility.

“Targets” means the Company’s obligations to make Capital Investments at the Facility of at least \$11,800,000 and to create and Maintain at least 48 New Jobs at the Facility, all as of the Performance Date.

“Virginia Code” means the Code of Virginia of 1950, as amended.

Section 2. Targets; Statutory Criteria.

(a) *Targets:* Within six months after the date of this Agreement, the Company will enter into a lease agreement with the Authority, pursuant to which (i) the Authority, as landlord, will lease the Facility to the Company, as tenant, for a term of ten years, such arrangement to be structured as a capital lease for accounting purposes, and (ii) the Authority will undertake the equipping and improvement of the Facility on the Company’s behalf. It is expected that the Authority will convey to the Company fee simple title to the Facility at the expiration of the ten-year capital lease term in accordance with the terms of the lease. Furthermore, the Company will cause the equipping and improvement of the Facility, operate the Facility in the Locality, make a Capital Investment of at least \$11,800,000, and create and Maintain at least 48 New Jobs at the Facility, all as of the Performance Date.

(b) *Encouragement to Offer New Jobs to Residents of the Commonwealth:* The Locality, the Authority, and VEDP hereby strongly encourage the Company to ensure that at least 30% of the New Jobs are offered to “Residents” of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

(c) *Prevailing Wage; Unemployment and Poverty Rates:* The average annual wage of the New Jobs of at least \$30,670 is less than the prevailing average annual wage in the Locality of \$40,063 and is less than 85% of that prevailing average annual wage (\$34,054). The Locality is a high-unemployment locality, with an unemployment rate for 2018, which is the last year for which such data is available, of 4.3% as compared to the 2018 statewide unemployment rate of 3.0%. The Locality is a high-poverty locality, with a poverty rate for 2017, which is the last year for which such data is available, of 20.2% as compared to the 2017 statewide poverty rate of 10.7%. The Commonwealth's Secretary of Commerce and Trade has made a written finding that the economic circumstances in the Locality are sufficiently distressed (i.e., high unemployment or underemployment and negative economic forecasts) that assistance to the Locality to attract the Company to the Locality is justified, even though the average annual wage of the New Jobs will be lower than 85% of the prevailing average wage in the Locality. That written finding has been provided to the chairs of the Senate Committee on Finance and the House Committee on Appropriations.

(d) *Disclosure of Political Contributions:* The Company acknowledges that the name of the Company will be shared by VEDP with the Governor of Virginia, and any campaign

committee or political action committee associated with the Governor. The Company acknowledges that within 18 months of the date of this Agreement, the Governor, his campaign committee, and his political action committee will submit to the Virginia Conflict of Interest and Ethics Advisory Council a report listing any contribution, gift, or other item with a value greater than \$100 provided by the Company to the Governor, his campaign committee, or his political action committee, respectively, during the period from the date of the Company's application for the COF Grant through the one-year period immediately after the date of this Agreement.

Section 3. Disbursement of COF Grant.

(a) *Disbursement of the COF Grant:* The disbursement of the COF Grant proceeds for the benefit of the Company will serve as an inducement to the Company to achieve the Targets. The COF Grant proceeds shall be retained by VEDP and shall be disbursed as follows:

The Company will provide notice and evidence reasonably satisfactory to the Locality, the Authority, and VEDP that it has (i) made or caused to be made a Real Estate Investment of at least \$3,000,000, and (ii) created and Maintained at least 17 New Jobs. Such evidence will be subject to verification by the Locality and VEDP. Within 30 days of the verification, VEDP will disburse the \$130,000 COF Grant proceeds to the Locality. Within 30 days of its receipt of such COF Grant proceeds, the Locality will disburse such COF Grant proceeds to the Authority.

Alternatively, if by the Performance Date, the Company has made or caused to be made Capital Investments of at least \$1,500,000 and created and Maintained at least 15 New Jobs (which are the statutory minimum requirements for a COF Grant in the Locality), but has not achieved a Real Estate Investment of at least \$3,000,000 and created and Maintained at least 17 New Jobs, as required under the preceding paragraph for disbursement of all \$130,000 of the COF Grant proceeds, the Company will qualify to receive the benefit of a reduced disbursement of the COF Grant to the Locality. In calculating the reduced disbursement, the COF Grant is to be allocated as 50% (\$65,000) for the Company's Capital Investment Target, and 50% (\$65,000) for the Company's New Jobs Target. If the Company met the statutory minimum requirements set forth above, but has not fully achieved the Targets, the Company will not receive the benefit of that part of the COF Grant that is proportional to the Target or Targets for which there is a shortfall. For example, if as of the Performance Date, only \$2,360,000 of the Capital Investment has been retained (reflecting achievement of 20% of the Capital Investment Target), and only 16 New Jobs have been created and Maintained (reflecting achievement of 33% of the New Jobs Target), the Company will receive the benefit of \$13,000 (reflecting 20% of the \$65,000 allocated to the Capital Investment Target), *plus* \$21,667 (reflecting 33% of the \$65,000 allocated to the New Jobs Target), for a total amount of \$34,667. These amounts reflect the percentages of the shortfall from the expected amount of Capital Investment and expected number of New Jobs, each multiplied by the portion of the COF Grant proceeds allocated to that Target. Within 30 days after verification, VEDP will disburse the reduced amount of the COF Grant to the

Locality. Within 30 days after its receipt of such COF Grant proceeds, the Locality will disburse such amount to the Authority.

If any COF Grant proceeds have not been disbursed to the Locality within 90 days after the Performance Date, VEDP shall redeposit such proceeds to the Commonwealth's Development Opportunity Fund.

(b) *Use of the COF Grant Proceeds:* The COF Grant proceeds will be used to pay or reimburse the cost of construction or build-out of publicly or privately owned buildings for the Facility, as permitted by Section 2.2-115(D) of the Virginia Code.

Section 4. Break-Even Point; State and Local Incentives.

(a) *State-Level Incentives:* VEDP has estimated that the Commonwealth will reach its "break-even point" by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth's expenditures on discretionary incentives, including but not limited to the COF Grant. With regard to the Facility, the Commonwealth expects to provide discretionary incentives in the following amounts:

<u>Category of Incentive:</u>	<u>Total Amount</u>
COF Grant	\$130,000
Virginia Jobs Investment Program ("VJIP") (Estimated)	33,600

The proceeds of the COF Grant shall be used for the purposes described in Section 3(b). The VJIP grant proceeds shall be used by the Company to pay or reimburse itself for recruitment and training costs.

(b) *Local-Level Incentives:* The Locality and the Town of Lebanon, Virginia (the "Town") expect to provide the following incentives, as matching grants or otherwise, for the Facility by the Performance Date:

<u>Category of Incentive:</u>	<u>Total Amount</u>
Machinery and tools tax rebates from the Locality	\$241,742
Machinery and tools tax rebates from the Town	92,978

If, by the Performance Date, the funds disbursed or committed to be disbursed by the Locality and the Town to the Company total less than the \$130,000 COF Grant local match requirement, the Locality and the Town, subject to appropriation, will each make an additional grant for the benefit of the Company for an aggregate amount equal to the difference promptly after the Performance Date, so long as the Company has met its Targets. For this purpose, the Locality will provide an additional grant equal to 72% of the difference and the Town will provide an additional grant equal to 28% of the difference.

The proceeds of the Locality's machinery and tools tax rebates may be used by the Company for any lawful purpose. The proceeds of the Town's machinery and tools tax rebates may be used by the Company for any lawful purpose.

The Town is signing this Agreement solely to acknowledge its obligation, as summarized above, to provide its Local-Level Incentives.

(c) *Other Incentives:* This Agreement relates solely to the COF Grant. The qualification for, and payment of all State-Level Incentives and Local-Level Incentives, except for the COF Grant, will be governed by separate arrangements between the Company and the entities offering the other incentives.

Section 5. Company Reporting.

(a) *Progress Reporting:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit A, detailed verification reasonably satisfactory to the Locality, the Authority, and VEDP of the Company's progress on the Targets. Such progress reports will be provided annually, starting at December 31, 2020, and covering the period through the prior September 30. Further, the Company shall provide such progress reports at such other times as the Locality, the Authority, or VEDP may reasonably require.

With each such progress report, the Company shall report to VEDP the amount paid by the Company in the prior calendar year in Virginia corporate income tax or, as applicable, shall provide to VEDP a copy of its Virginia income tax form filed with respect to its status as a pass-through entity. VEDP hereby represents to the Company that it considers such information to be confidential proprietary information that is exempt from public disclosure under the Virginia Freedom of Information Act and that such information will be used by VEDP solely in calculating aggregate return on invested capital analyses for purposes of gauging the overall effectiveness of economic development incentives.

(b) *Final Report:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit B, detailed verification reasonably satisfactory to the Locality, the Authority, and VEDP of the Company's achievement of the Targets. The final report shall be filed within 90 days after the Performance Date.

Section 6. Verification of Targets.

(a) *Verification of Capital Investment:* The Company hereby authorizes the Town and the Locality, including the Locality's Commissioner of the Revenue and Treasurer, to release to VEDP the Company's real estate tax, business personal property tax and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the Capital Investment Target. If the Town, the Locality, the Office of the Commissioner of the Revenue or the Office of the Treasurer should require additional documentation or consents from the Company to access such information, the Company shall promptly provide, at the Company's expense, such additional documentation or consents as the Town, the Locality, the Authority, or VEDP may request. In

accordance with Virginia Code Section 58.1-3122.3, VEDP is entitled to receive the Company's real estate tax, business personal property tax and machinery and tools tax information from the Locality's Commissioner of the Revenue.

In addition to the verification data described above, in the sole discretion of the Locality, the Authority, or VEDP, the Locality, the Authority, or VEDP, may each require such other documentation, including invoices, or audits as may be required to properly verify the Capital Investment.

(b) *Verification of New Jobs and Wages:* The Company must submit copies of its four most recent Employer's Quarterly Tax Reports (Form FC-20) with the Virginia Employment Commission with the final report. The forms shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the New Jobs Target. In accordance with Virginia Code Section 60.2-114, VEDP is entitled to receive the Company's employment level and wage information from the Virginia Employment Commission.

The Company agrees that it will report to the Virginia Employment Commission with respect to its employees at a facility-level, rather than at the company-level.

In addition to the verification data described above, in the sole discretion of the Locality, the Authority, or VEDP, the Locality, the Authority or VEDP, may each require such other documentation or audits as may be required to properly verify the New Jobs.

Section 7. Repayment Obligation.

(a) *If Statutory Minimum Eligibility Requirements are Not Met:* Section 2.2-115 of the Virginia Code requires that the Company make a Capital Investment of at least \$1,500,000 and create and Maintain at least 15 New Jobs in order to be eligible for the COF Grant. Failure by the Company to meet either of these statutory minimum eligibility requirements as of the Performance Date shall constitute a breach of this Agreement and the Company must repay to the Authority all of the COF Grant proceeds previously disbursed for the benefit of the Company. In such event, the Locality will repay to VEDP all of the COF Grant proceeds not previously disbursed on behalf of the Company.

(b) *Allocation of COF Proceeds:* For purposes of repayment under subsection (c), and as noted in Section 3(a), the COF Grant is to be allocated as 50% (\$65,000) for the Company's Capital Investment Target, and 50% (\$65,000) for the Company's New Jobs Target.

(c) *If Statutory Minimum Eligibility Requirements are Met:* The provisions of this subsection (c) shall become applicable only if the Company has met the statutory minimum eligibility requirements set forth in subsection (a), and has received the benefit of all \$130,000 of the COF proceeds prior to the Performance Date, in accordance with Section 3(a).

If the Company has met at least 90% of both of the Targets as of the Performance Date, then and thereafter the Company is no longer obligated to repay any portion the COF Grant.

If the Company has not met at least 90% of either or both of its Targets as of the Performance Date, the Company shall repay to the Authority that part of the COF Grant previously disbursed for the benefit of the Company that is proportional to the Target or Targets for which there is a shortfall. For example, if as of the Performance Date, all \$130,000 of the COF Grant proceeds have been disbursed for the benefit of the Company, but only \$10,030,000 of the Capital Investment has been retained (reflecting achievement of 85% of the Capital Investment Target), and only 36 New Jobs have been created and Maintained (reflecting achievement of 75% of the New Jobs Target), the Company shall repay to the Authority \$9,750, reflecting 15% of the COF Grant proceeds that it received allocated to the Capital Investment Target, *plus* \$16,250, reflecting 25% of the COF Grant proceeds that it received allocated to the New Jobs Target, for a total of \$26,000. These amounts represent the percentages of the shortfall from the expected amount of Capital Investment and expected number of New Jobs, each multiplied by the portion of the COF Grant proceeds that the Company received allocated to that Target.

(d) *Determination of Inability to Comply:* If the Locality or VEDP shall determine at any time prior to the Performance Date (a "Determination Date") that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality, the Authority or VEDP shall have promptly notified the Company of such determination, the Company must repay to the Authority all of the COF Grant proceeds previously disbursed for the benefit of the Company. In such event, the Locality will repay to VEDP all of the COF Grant proceeds not previously disbursed for the benefit of the Company. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the COF Grant.

(e) *Repayment:* The Company shall be liable for any repayment of all or a portion of the COF Grant, as described in this Section 7. ***Such repayment shall be due from the Company to the Authority within ninety days after the Performance Date or the Determination Date, as applicable.*** Any moneys repaid by the Company to the Authority hereunder shall be repaid by the Authority to the Locality and shall be repaid by the Locality promptly to VEDP for redeposit into the Commonwealth's Development Opportunity Fund. The Locality and the Authority shall use their best efforts to recover such funds, including legal action for breach of this Agreement. Neither the Locality nor the Authority shall have any responsibility for the repayment of any sums payable by the Company hereunder unless said sums have been received by the Authority from the Company.

(f) *Failure to Repay:* If any repayment due pursuant to this Section 7 is not made by the Company when due, the Board may determine that further collection action is required, and the Board may refer the matter to the Office of the Attorney General (the "OAG") for collection pursuant to Section 2.2-518 of the Virginia Code. In such event, by their signatures below, the Locality and the Authority will be deemed to have assigned to the Commonwealth all of their rights, title and interest in and to this Section 7. In any matter referred to the OAG for collection, the Company shall be liable to pay interest, administrative charges, attorneys' fees and other applicable fees. Interest on any outstanding repayment referred to the OAG shall accrue at the

rate set forth in Section 6.2-301 A. of the Virginia Code (currently 6.0% per year) for the period from the Performance Date or the Determination Date, as applicable, until paid.

Section 8. Notices.

Formal notices and communications between the parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Company, to:

Polycap LLC

Email: _____

Attention: _____

with a copy to:

[Polycap LLC]

Email: _____

Attention: _____

if to the Locality, to:

County of Russell, Virginia
137 Highland Drive
Lebanon, Virginia 24266
Email: lonzo.lester@russellcountyva.us
Attention: County Administrator

with a copy to:

County of Russell, Virginia
137 Highland Drive
Lebanon, Virginia 24266
Email: _____
Attention: County Attorney

if to the Authority, to:

Industrial Development Authority of Russell
County, Virginia
P.O. Box 2378
Lebanon, Virginia 24266
Email: ernie@russellcountyida.org
Attention: Chair

with a copy to:

Email: _____
Attention: _____

if to VEDP, to:

with a copy to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219
Email: moret@vedp.org
Attention: President and CEO

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219
Email: smcninch@vedp.org
Attention: General Counsel

Section 9. Miscellaneous.

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the COF Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority and VEDP.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced in accordance with the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court.

(c) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

(e) *Attorneys' Fees:* Except as provided in Section 7(f), attorneys' fees shall be paid by the party incurring such fees.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

COUNTY OF RUSSELL, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

**INDUSTRIAL DEVELOPMENT
AUTHORITY OF RUSSELL COUNTY,
VIRGINIA**

By _____
Name: _____
Title: _____
Date: _____

POLYCAP LLC

By _____
Name: _____
Title: _____
Date: _____

**VIRGINIA ECONOMIC
DEVELOPMENT PARTNERSHIP
AUTHORITY**

By _____
Name: _____
Title: _____
Date: _____

The Town of Lebanon, Virginia signs this
Performance Agreement solely for the purpose of
acknowledging its obligation, as summarized in
Section 4(b), to provide certain incentives to or for
the benefit of the Company:

TOWN OF LEBANON, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

Exhibit A: Annual Progress Report Form
Exhibit B: Final Report Form

ANNUAL PROGRESS REPORT COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Reporting Period	
Performance Date	

PROJECT PERFORMANCE:

Performance Measurement	Target	As of _____	% Complete
New Jobs (over ____ baseline) ¹			
Confidence level target will be reached by Performance Date shown above (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
Capital Investment (provide breakdown below) ²			
Confidence level target will be reached by Performance Date shown above (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
Average Annual Wage			N/A
Confidence level target will be reached by Performance Date shown above (check one)	High <input type="checkbox"/>	Moderate <input type="checkbox"/>	Low <input type="checkbox"/>
Standard Fringe Benefits (check one)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A
Virginia Corporate Income Tax Paid in Prior Calendar Year ³	\$		

¹ Data will be verified using Virginia Employment Commission records.

² Data will be verified with locality records.

³ This confidential information is protected from disclosure pursuant to § 2.2-3705.6 of FOIA.

Capital Investment Breakdown	Amount
Land	\$
Land Improvements	\$
New Construction or Expansion	\$
Renovation or Building Up-fit	\$
Production Machinery and Tools	\$
Furniture, Fixtures and Equipment	\$
Other	\$
Total	\$

COMMENTS:

Discuss project status, including the current level of new jobs and capital investment, progress on targets, changes or likely changes in project's nature that may impact achievement of targets, and other information relevant to project performance. If the project is not on track to meet targets, please provide an explanation.

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____
Signature of Official

Name: _____
Print Name

Title: _____

Date: _____

Please return to:

Kim Ellett, Incentives Compliance Manager, Virginia Economic Development Partnership,
804.545.5618, kellett@vedp.org

FINAL REPORT COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PROJECT SUMMARY:

Project	
Location	
Amount of Grant	
Performance Date	

PROJECT PERFORMANCE:¹

Performance Measurement	Target	As of _____	% Complete
New Jobs (over __ baseline) ²			
Capital Investment (provide breakdown below) ³			
Average Annual Wage			N/A
Standard Fringe Benefits			
Virginia Corporate Income Tax Paid in Prior Calendar Year ⁴	\$		

Capital Investment Breakdown	Amount
Land	\$
Land Improvements	\$
New Construction or Expansion	\$
Renovation or Building Up-fit	\$
Production Machinery and Tools	\$
Furniture, Fixtures and Equipment	\$
Other	\$
Total	\$

¹ Final, actual performance will be reported on VEDP's public reporting website.

² Attach the company's four most recent Quarterly Tax Reports (Form FC-20) filed with the Virginia Employment Commission.

³ Data will be verified using records from the Commissioner of the Revenue and, if requested, invoices.

⁴ This confidential information is protected from disclosure pursuant to § 2.2-3705.6 of FOIA.

LOCAL MATCH:

Goal	
Actual	

COMMENTS:

Discuss Project status or the importance of the Project to the locality and region.

TO BE CERTIFIED BY AN OFFICER OF THE COMPANY:

I certify that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Company: _____

Submitted By: _____
Signature of Official

Name: _____
Print Name

Title: _____

Date: _____

Please return to:

Kim Ellett, Incentives Compliance Manager, Virginia Economic Development Partnership,
804.545.5618, kelleth@vedp.org



IDA
Russell County, VA

Russell County's Financial Proposal

Project Blue Jay

September 9, 2020



Russell County's Financial Proposal

Project Assumptions

Net, New Employment within 5 years	48
Average Salary for New Workers (excludes benefits)	\$30,600
Capital Investment in Building and Real Estate	\$1,100,000
Capital Investment in Machinery & Tools	\$7,480,000
TOTAL CAPITAL INVESTMENT	\$8,580,000

RC IDA will apply for the following incentives

Commonwealth Opportunity Fund Grant*	\$130,000
Virginia Jobs Investment Fund Grant*	\$30,800
Virginia Tobacco Commission Grant*	\$140,000
Manufacturing Sales and Use Tax Exemptions*	\$408,100
Virginia Tobacco Commission Loan (5 years @ 0%)	\$140,000
Cumberland Plateau Planning District Loan (10 years @ 2.5%)	\$250,000
Virginia Coalfield Economic Development Authority Loan (@ 0%)	\$1,100,000
Virginia Coalfield Economic Development Authority Grant	\$3,773,287
Town of Lebanon Virginia Bond (7 years @ 5%)	\$1,250,000
New Market Tax Credits (7 years @ 2% of project total \$9,000,000)	\$2,700,000
Virginia Community Capital (10 years @ 5%)	\$2,700,000
Russell County (Reduction in Mach & Tool and property tax over 5 years)	\$241,742
Town of Lebanon (Reduction in Mach & Tool tax over 5 years)	\$92,978
TOTAL FINANCIAL OFFER	\$12,956,907

* Maximum loan amount based on indicated project parameters

Total Available Grants	\$4,074,087
Total Available low or no interest loans	\$8,140,000
Total Tax incentives	\$742,820

Facility:	The IDA proposes to do a lease/purchase agreement at a monthly rental rate based on the negotiated purchase price. This facility is located in a HUB Zone and Technology Zone.
Term:	The IDA will lease the facility to the company for a period of ten (10) years, with option to renew or purchase at the end of the lease.
Rent:	Payable monthly on a triple-net basis based on the net loan amount (company pays for its own utilities, taxes, insurance, and routine maintenance).
Performance Criteria:	The company must agree to sign the Performance Agreement(s) required by the Virginia Coalfield Economic Development Authority, Virginia Tobacco Commission and the Commonwealth Opportunity Fund and any additional agencies from which monies are obtained. These Performance Agreement(s) require the company to achieve a certain number of jobs, wages, and private capital investment within a certain time frame, or grant funds must be repaid.
Workforce Training:	Workforce development incentives are available through the Virginia Jobs Investment Program ("VJIP") and other local agencies within the county.
Proposal Terms:	This proposal is non-binding and does not create any legally binding obligations. In the event of the execution of formal agreements concerning the project, including the Facilities Lease and Performance Agreement(s) described above, those formal agreements shall control. This proposal is subject to the completion of formal applications for the various incentive programs, the approval of those funding agencies, due diligence, availability of funds, and the approval of various boards, including the boards of the IDA, the Russell County Board of Supervisors, the Virginia Coalfield Economic Development Authority, and the Virginia Tobacco Region Revitalization Commission, as well as the Governor of Virginia.

We are very pleased that Project Blue Jay is considering Russell County for its new location, and we hope that you will decide to locate in Russell County. If you have any questions or need any additional information, please do not hesitate to let us know. We look forward to hearing your response to our proposal.

Sincerely,

Ernest McFaddin

Ernest McFaddin, Chairman
Russell County IDA

ACCEPTED:

Project Blue Jay

By: _____

Title: _____

Date: _____

Russell County Virginia

"The Heart of Southwest Virginia"

Oris Christian
At-Large

Tim Lovelace
District 1

Lou Ann Wallace
District 2

Rebecca Dye, Chairperson
District 6

Steve Breeding, Vice-Chairman
District 5

Carl Rhea
District 3

David Eaton
District 4

Lonzo Lester
County Administrator

The Board of Supervisors of Russell County in regular meeting on the 5th day of October 2020, adopted the following:

RESOLUTION OF SUPPORT

THE CLOSING OF ROUTE 601 FOR LANDSLIDE REPAIRS

WHEREAS, the Virginia Department of Transportation has deemed it necessary to close a portion of Route 601 in Russell County for the repair of a landslide, 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 601 from Route 621 to Route 625 to through traffic from October 6, 2020 until repair of the landslide is complete, pursuant to §33.2-238 Code of Virginia, 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: _____

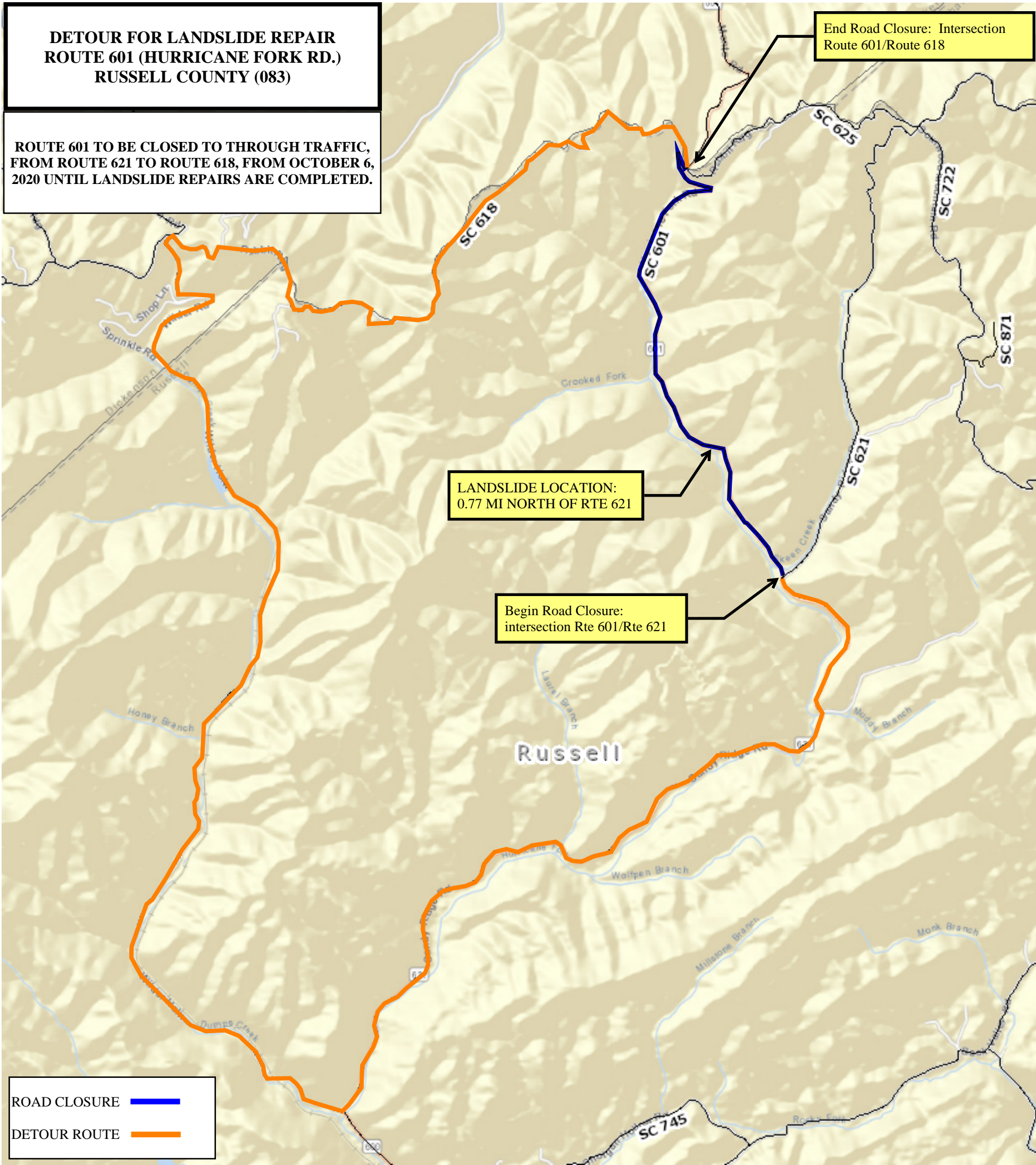
Yeas: _____

Title: _____

Nays: _____

**DETOUR FOR LANDSLIDE REPAIR
ROUTE 601 (HURRICANE FORK RD.)
RUSSELL COUNTY (083)**

**ROUTE 601 TO BE CLOSED TO THROUGH TRAFFIC,
FROM ROUTE 621 TO ROUTE 618, FROM OCTOBER 6,
2020 UNTIL LANDSLIDE REPAIRS ARE COMPLETED.**



Russell County Virginia

"The Heart of Southwest Virginia"

Oris Christian
At-Large

Tim Lovelace
District 1

Lou Ann Wallace
District 2

Rebecca Dye, Chairperson
District 6

Steve Breeding, Vice-Chairman
District 5

Carl Rhea
District 3

David Eaton
District 4

Lonzo Lester
County Administrator

The Board of Supervisors of Russell County, in regular meeting on the 5th day of October 2020, adopted the following:

RESOLUTION OF SUPPORT FOR SINGLE LANE BRIDGE

VDOT PROJECT 0687-083-857, C501, B643

WHEREAS, the Virginia Department of Transportation will replace the existing single lane bridge on Route 687, Roanoke Hill Road, under VDOT project 0687-083-857, C501, B643; and

WHEREAS, the Virginia Department of Transportation intends to replace the existing single lane bridge with another single lane bridge, and

NOW, THEREFORE, BE IT RESOLVED, this Board hereby concurs with and supports the Virginia Department of Transportation's design of a single lane bridge to replace the existing single lane bridge on Route 687, Roanoke Hill Road, and

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

Recorded Vote

A Copy Teste:

Moved By: _____

Seconded By: _____

Yeas: _____

Nays: _____

(Name), (Title)

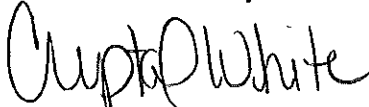
September 14, 2020

**To: Lonzo Lester, County Administrator
Kirby Meadows, Chairman Russell County Planning Commission
Russell County Planning Commission Members**

From: Crystal White, Russell County Planning Commission Agent

The purpose of this letter is to inform everyone that I will no longer be able to be the county agent for the planning commission. The past couple of years has definitely been a pleasure to help serve the citizens of our county and the members of the planning commission. I will continue to be the agent until September 21, 2020. I wish everyone the best on the planning commission!

Thanks to Everyone!


Crystal White

MONTHLY BANK BALANCES

August 31, 2020

Regular Account	3,721,130.45
Employee Insurance	4,336,103.06
Employee Claims Account	1,000.00
Non-Judicial Reals Estate Sales	2,388.81
Russell Co. Housing Fund	4,424.36
School Textbook	44,759.17
Sheriff Domestic Violence	1,666.31
Petty Cash Treasurer	217.80
Sheriff Seized Assets	54,561.61
Sheriff Restitution	6,174.45
Sheriff Forfeited Assets	502.80
Comm Attorney Forfeited Assets	31,704.41
Sheriff Federal Forfeited Assets	7,524.14
Comm Attorney Fed Justice Forfeited Assets	151,692.84
Commonwealth Attorney Abanoned Property	500.00
Sheriff Federal Justice Forfeited Assets	7,916.55
Sheriff Calendar Fund	857.31
Sheriff Special Projuects	2,000.00
SSI Recipients	2,210.06
First Sentinel Bank	1,000.00
Bank of Honaker	1,000.00
New Peoples Bank	897.60
Certificates of Deposit General	49,575.00
Treasurer's Money Market	2,570,887.90
Certificate of Deposit Library Donations	24,788.80
Total Cash In Bank	11,025,483.43
Cash In Office	1,600.00
Petty Cash	100.00
TOTAL CASH	11,027,183.43

ACCOUNT	DATE	August 31, 2020
	DEBIT	CREDIT
Cash in Office	1,600.00	
Cash in Bank	11,025,483.43	
Petty Cash	100.00	
General Fund		1,314,527.50
Non-Judicial Real Estate Sales		2,388.81
Sheriff In State Trip		30,861.95
Sheriff Dare Fund		100.00
Sheriff Seized Assets		54,561.61
Sheriff Restitution		6,174.45
Sheriff Forfeited Assets		502.80
Comm Attorney Forfeited Assets		31,704.41
Honaker Library Donations		24,783.87
Russell County Housing Fund		4,424.36
Sheriff Federal Forfeited Assets		7,524.14
Sheriff Domestic Violence		1,666.31
Comm Attorney Abandoned Prop		500.00
Comm Attorney Fed Justice		151,692.84
Sheriff Fed Justice Forfeited		7,916.55
Sheriff Calendar Fund		857.31
Sheriff's Special Projects		2,000.00
Social Services		(283,009.86)
Swva Asap		14,742.66
Coal Road Improvement		381,863.61
CSA		(503,240.51)
School Fund		1,424,731.88
School Food		598,778.22
School Textbook		44,759.17
Regional Adult Education		252,927.44
Petty Cash Treasurer		217.80
COVID 19		2,891,085.37
Litter Fund Trash Pickup		(20,053.88)
Current Credit		(0.79)
Current Debit		14.44
Title XX		11,321.05
SSI Recipients		2210.06
Damage Stamp Fund		2,823.98
Valley Heights		69,778.87
Dante Sewer		49,575.00
Employee Health Insurance		4,336,103.06
Employee Insurance Claims		1,000.00
Law Library		56,559.92
Special Welfare		51,617.43
Housing Fund #2		7,700.00
Russell Co Health & Fitness		132,013.72
Cannery		(148,573.87)
WIB		10,051.75
Total	11,027,183.43	11,027,183.43

August 13, 2020

The Regular monthly meeting of the Industrial Development Authority of Russell County, Virginia was held on August 13, 2020 at 5:30 P.M. at the Russell County Conference Center and via conference call pursuant to the Russell County Emergency Ordinance of April 6, 2020.

MEMBERS

PRESENT: Ernie McFaddin, Chairman
Richard Lockridge, Vice Chairman
Carlton Elliott, Secretary
Roger Sword, Member
Tony Dodi, Member
John Stamper, Member
Donnie Christian, Member

ABSENT: Scott Gilmer, Member
Jared Glass, Member

STAFF: Ben Chafin, Attorney

The Chairman called the meeting to order at 5:35 P.M.

Secretary called the roll and recorded the roll call.

APPROVAL OF MINUTES

Upon motion made by Donnie Christian, second by Tony Dodi and duly approved by the Industrial Development Authority of Russell County, Virginia to approve the minutes of the July 9, 2020 meeting and the July 29, 2020 Meeting.

The Roll Call Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, J. Stamper

Absent: S. Gilmer, J. Glass

Nay: None

FINANCIAL REPORT

Upon motion made by Donnie Christian, second by Richard Lockridge, and duly approved by the Industrial Development Authority of Russell County, Virginia to approve the financial report and pay invoices presented.

The Roll Call Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, J. Stamper
Absent: S. Gilmer, J. Glass
Nay: None

ATTORNEY'S REPORT

The attorney reported VCEDA is unwilling to close on Project "Trout" without all the requirements in place. VCEDA is asking for an extension to the project deadline to allow all the requirements to be in place.

Upon motion made by Donnie Christian, second by Tony Dodi, and duly approved by the Industrial Development Authority of Russell County, authorizing the chairman to request a six-month extension with VCEDA for the loan closing of Project "Trout". The chairman is authorized to sign any documentation relating to this request.

Aye: R. Lockridge, C. Elliott, T. Dodi, D. Christian, J. Stamper
Absent: S. Gilmer, J. Glass
Nay: R. Sword
Abstain: C. Elliott

The attorney has been in contact with Jeff Taylor from the Hemp project, and he is asking for each owner to only guarantee 1/3 each of the \$250,000.00 from the Tobacco Commission loan. The IDA board consensus is to remain with the original agreement and each owner personally guarantee the entire amount of the loan.

CHAIRMAN'S REPORT

Project "Brown" is moving forward, and the building purchase should be completed soon.

The Roofing the government center should be beginning by the end of the month.

The project to construct the probation office has been approved and construction should begin by September.

VDH has not finalized plans for their move to the government center, the chairman will be meeting with them next week.

Cumberland Plateau Planning District is asking for a letter of support for a broadband project grant.

Upon motion made by Donnie Christian, second by Tony Dodi, and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the chairman to prepare a letter of support for the Cumberland Plateau Planning District VATI application. The chairman is authorized to sign all documentation relating to this request.

The Roll Call Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, J. Stamper

Absent: S. Gilmer, J. Glass

Nay: None

The chairman discussed the need for a drone for marketing campaigns for the IDA and the county. This purchase could be funded from the \$5,000.00 per year advertising fund at VCEDA.

Upon motion made by Donnie Christian, second by Tony Dodi, and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the chairman to request funding from the VCEDA advertising budget to purchase a drone. The chairman is authorized to sign all documents related to this request.

The Roll Call Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, J. Stamper

Absent: S. Gilmer, J. Glass

Nay: None

There has been no information from Tractor Supply.

The Russell Place has been tested for asbestos and lead and the preliminary estimate to remove the brick portion of the buildings is \$250,000.00

Schwan's Food Company is leaving Russell County to consolidate at another location.

Project "Jonah" seems to be moving forward with a job estimate of 240.

PUBLIC COMMENT

No public comment

ADJOURNMENT

Upon motion made by Richard Lockridge, second by Donnie Christian, and duly approved by the Industrial Development Authority of Russell County, Virginia adjourning this meeting at 6:20 PM

The Roll Call Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, J. Stamper

Absent: S. Gilmer, J. Glass

Nay: None

MINUTES OF THE MONTHLY BOARD OF DIRECTORS' MEETING

MINUTES OF THE MONTHLY MEETING OF DIRECTORS of The Russell County Public Service Authority held at held at 137 Highland Drive Lebanon, VA 24266 on this 15th day of September 2020 at 6:00 PM.

1. The following members were present, constituting a quorum (4):
Carter McGlothlin, Chairman;
Cuba Porter, Vice Chairman
Donnie Christian, Treasurer;
Chris Dye;
Clifford Hess;
David Edmonds, Jr.;
Joe Huff; and
Rhonda Lester, Secretary.
2. Also present:
Harvey Hart;
James Baker, T&L;
Rita Baker, T&L; and
Katie Patton
3. All the directors of The Russell County Public Service Authority being present, formal notice calling the meeting was dispensed with, and the meeting declared to be regularly called.
4. Carter McGlothlin acted as Chairperson of the meeting and Rhonda Lester as Secretary of the meeting.
5. Harvey Hart opened the meeting with the Pledge of Allegiance followed by a prayer led by Cuba Porter.
6. Approve Agenda -
Motion to amend the agenda to add " Enter into (closed) executive session pursuant to Section 2.2-3712 (5) of the Code of Virginia to discuss legal matters pursuant to 2.2-3711(A)(8) of the Code of Virginia" regarding finalization of transfer documents to Old Business made by Clifford Hess, seconded by Chris Dye, and unanimously adopted.
7. Minutes of the last meeting dated August 18, 2020 were reviewed and, upon motion duly made by Donnie Christian, seconded by Chris Dye were unanimously adopted with amendments to Page 3, Number 7, Bullet 3 to read "Chafin Law Firm is working through some legal issues in finalizing all deeds".
8. Public Comments: None
9. Harvey Hart, Director, presented to the meeting:

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

and upon motion made by Clifford Hess, seconded by Chris Dye, were unanimously adopted as presented.

10. Rita Baker with Thompson & Litton presented to the meeting the following project updates from August 18, 2020 to date:

- BELFAST PH II (RT. 603) – WATER LINE EXTENSION PROJECT:
Installed for this reporting period: 860 LF of 6-inch line, 809 LF of 4-inch line, 60 LF of 2-inch line, (1) 2-inch Gate Valve, (1) Blow Off Valve, (1) Hydrant, (1) Sampling Station. Pressure Testing and sampling were done and submitted to VDH. Received approval from VDH on 09/09/20 to place customers into service. A Progress/Management Team Meeting is scheduled for September 17, 2020 at 10:00 AM.

- SHERIFF'S OFFICE/COUNTY
Poured concrete pad.

- OAK GROVE COMMUNITY CENTER SITE/COUNTY
Moved building to site.

- LAKE BONAVENTURE PH II (FINCASTLE)
Received materials and delivered to site.

- LAKE BONAVENTURE TO SOUTH CLINCHFIELD WSL-017-15
Received materials and delivered to site.

- CASTLEWOOD METER REPLACEMENT WSL-028-14
Installed (8) Radio Read Master Meters.

11. New Business to Discuss:

Carter McGlothlin, Chairman appointed Donnie Christian as Chairman and Chris Dye, Harvey Hart, and Rhonda Lester as members of a Finance Committee to review cost savings and report back to the Board.

12. Old Business to Discuss:

Motion made by Chris Dye, seconded by Donnie Christian and duly approved by the Board of Directors to enter into (closed) executive session pursuant to Section 2.2-3712 (5) of the Code

of Virginia to discuss legal matters pursuant to 2.2-3711(A) (8) of the Code of Virginia regarding finalization of transfer documents.

13. Motion made by Chris Dye, seconded by Clifford Hess, and duly approved by the Board of Directors to return to regular session.

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

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

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

Clifford Hess -- Yes

Chris Dye -- Yes

Cuba Porter -- Yes

Joe Huff -- Yes

Donnie Christian - Yes

David Edmonds, Jr. -- Yes

Carter McGlothlin -- Yes

14. Matters presented by the Board: None

15. There being no further business to come before the meeting, a motion to adjourn at 7:16 PM was made by Clifford Hess, seconded by Chris Dye, and duly approved by the Board of Directors. The next meeting is scheduled for October 20, 2020 at 6:00 PM.

Dated in the Commonwealth of Virginia on
the 15th day of September 2020.


(Signature)

Secretary Name: Rhonda Lester



P.O Box 1208
137 Highland Drive
Lebanon, VA 24266

Office: 276-889-8000
Cell: 276-254-0014
Email: heather.powers@russellcountyva.us

Russell County Tourism

September highlights:

- Completed write ups for Hiking advertorial for October edition of Blue Ridge Outdoors and Go Outside and Play Guide for the county in the November issue. This is part of bundle package purchased through WanderLove grant. Blue Ridge Outdoors circulates in our target areas and has a strong online membership. Major circulation is through metro D.C. to Atlanta and into Pennsylvania and eastern Kentucky.
- Participated in Zoom meeting for review of top candidates to interview for Cumberland Plateau Outdoor Recreation Economic Analysis and Development Plan.
- Russell County Tourism Advisory Board committee meeting held on updating tourism strategic planning.
- Russell County Tourism Advisory Board committee meetings on a marketing grant application through VTC.
- Began meeting with artists and having artwork hung in the Russell County Government Center for the new Artist Gallery sponsored by Russell County Tourism.
- Worked with tourism advisory committee fundraising committee on upcoming projects and began a mug sale that has been received very well.
- Worked with local photographer to gather items needed for upcoming marketing initiatives.
- Completed webinar Social Media for Virginia Destinations.
- Participated in Virginia Tourism Corporation industry call.
- Worked with town manager of Lebanon on how to do Loveworks application for reimbursement funding on the Love sign.
- Participated in monthly Russell County Chamber of Commerce meeting.
- Began distribution of new county tourism brochures.
- Worked with director and other members of Heart of Appalachia throughout month on different items that needed discussion.
- Continued regular social media posting for tourism.

Russell County Planning Commission

August 17, 2020

The Russell County Planning Commission met on Monday, August 17, 2020 in the lobby of the Board of Supervisors' Meeting Room at the Russell County Government Center, 133 Highland Drive Lebanon VA.

Members Present

Oris Christian

Charlie Edmonds

Dustin Keith

John Mason

Chairman Kirby Meadows

Vice Chair Andy Smith

Roger Sword

Wayne Young

Jack Compton

Mark Mitchell

Members Absent

Others Present

Kevin Tiller, Esq.

Crystal White

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

Invocation and Pledge of Allegiance given.

Agenda approved. Motion by Vice Chairman Andy Smith, seconded by Oris Christian.

Meeting minutes approved. Motion by Jack Compton, seconded by Wayne Young.

New Business

Kevin Tiller explained plat presented for Linda Patrick from last month. After discussion, the Planning Commission took the position that three splits made a subdivision. If only one lot was sold using existing right of way, that would not be a subdivision and would be exempt. Motion made by Mark Mitchell, seconded by John Mason. Motion passed.

Review of Plats

Reviewed 07/21/2020 – 08/17/2020 transactions.

Other Business

Meeting adjourned. Motion by Charlie Edmonds, seconded by Dustin Keith.

A handwritten signature in black ink, reading "Kirby Meadows", written over a horizontal line.

Kirby Meadows, Chairman

Attest:

A handwritten signature in blue ink, reading "Mark A. Mitchell", written over a horizontal line.

Mark A. Mitchell, Secretary

RUSSELL COUNTY CONFERENCE CENTER

September 1, 2020

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

Date	Event	Event Type	Space
09/01/20	Southern States Board Meeting Sabrina Fleenor	Individual Event	Quarter \$75
09/03/20	Collins Staff Depositions David Tiller	Individual Event	Quarter \$150
09/05/20	Birthday Party Hyder Hughes	Individual Event	Full \$125
09/05/20	Family Reunion Pam Breeding Canceled	Individual Event	Full \$25
09/06/20	Fantasy Football Draft Kevin Ferguson	Individual Event	Quarter \$75
09/07/20	Russell County Board of Supervisors Meeting Lonzo Lester	Community Event	Full Free \$125
09/10/20	Regional Meeting of Farm Bureau Woman Conference Carolyn Neal Canceled	Individual Event	Full \$25
09/13/20	Baby Shower Haley Watson	Individual Event	Full \$175

09/19/20	Baby Shower Alicia McGlothlin Canceled	Individual Event	Full \$25
09/20/20	Birthday Party Heather Jordon	Individual Event	Half \$125
09/21/20	Kevin Blankenship Mountain Movers	Community Event	Full Free \$125
09/26/20	Beaver Wedding Kayla Cox	Individual Event	Full \$125
09/29/20	WDB Training Pam Ratliff	Individual Event	Full \$75

(Total: \$1,250.00)

- **\$250**

Final Total = \$ 1,000.00

THE RUSSELL COUNTY TRANSPORTATION AND SAFETY COMMISSION MET AT THE BONANZA RESTAURANT IN LEBANON VIRGINIA ON SEPTEMBER 8TH 2020

MEMBERS & GUEST PRESENT

EUGENE FERGUSON Linda Cross Mike O'Quinn Gary Dotson

GUARD RAILS

1-GUARD RAILS REPLACED AS DAMAGED

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

SHOULDER REPAIR AND POT HOLE

1-Rt. 58E between mile marker 68 & 70 several ruff places in pavement and pot holes

2-RT. 63 DANTE MOUNTAIN AND RT.661 ARTRIP ROAD KUDSU NEEDS CUT BACK BLOCKING SIGNS AND GUARD RAILS

3-Rt 613/58 just off Rt. 58 at parking lot ASPHALT has broken off causing vehicle problems. Gravel has been pulled up against pavement

4-Rt. 665 road sinking ¼ mile passed Ivy Ridge

5-Rt 19S/949 needs signs warning of an intersection or/and watch vehicle turn

6-Rt 645 ruff spot in asphalt needs new patch this spring

7-Rt 645 asphalt coming off in curve needs new patch ¼ mile on RT. 620

8-Rt. 657 Church Hill road rocks falling off bank blocking the creek

9-Rt 620 one mile up out of Finney pavement broken off needs pipe and filled

10- All, back roads need grass cut for VISIBILITY RT 846 MARVIN HESS RD BRUSH COMING OUT INTO ROADWAY Rt.695 TROUT POND ,615 IN THE MUD HOLE AREA AND 683 DIFFERENT AREA'S NEED WEEDS CUT

11- Rt. 615 Dinsmore Hill large ruff spot pavement coming up

12-Rt. 666 Calvary Baptist Church about ½ mile rough spots pavement coming up in both lanes

13-Rt, 615 near 870 intersection tree hanging over the wall **-talked to road crew to remove**

14-Rt 616, Chaney, Cr. road breaking off in a sharp curve near the top **under review**

15-Rt 615 big pot hole near moss three prep.

16-Rt 615 Back Valley cracker neck area dips IN THE ROAD

17 RT. 19 NEAR DOLLAR GENERAL STORE A SMALL TREE BLOCKING VISIBILITY FOR HIGHWAY ENTERANCE

18-Rt.628 Booty two large pot holes near the top of the hill

19 RT. 682 DEAD TREES HANGING OVER THE ROAD HALF MILE FROM RT 609 AND BRUSH FROM FALLEN TREES LAYING ALONG THE ROADWAY NEED TO BE REMOVED - **will put on schedule to remove**

20- Rt. 600 Wilder Hollow large pot hole near the top of mountain

21-Rt.601Skeens Fork Sandy Ridge road washout causing road to break off

22-Rt. 604 Molls Cr. Several large pot holes between the 35 mile speed limit signs which begin near the church and proceed up the creek

23- Rt.661 Artrip Bridge washout near the entrance to the bridge

24-Rt 665 past the ball park road falling in just pass 600 intersection

25- Artrip swinging bridge has a tree caught on it from flooding water- **passed along to the bridge crew**

SCHOOL BUS SAFETY AND OTHER CONCERNS

1- Rt.19 N / RT 80 INTERSECTION LINES NOT VISIBLE FOR TRAFFIC LANES-**HANDLED IN BRISTOL**

2-Rt 71N request speed limit signs need to be moved back near Fincastle Subdivision to slow down oncoming traffic

3-Rt 80 Blackford Bridge ruff possibility dropping down-**BRIDGE CREW MADE AWARE**

4-Rt. 816 & 819 road narrow need delineator's installed

ITEMS REPORTED CORRECTED

1Rt.19s between Rt. 614 and 58 is a bad pot hole south bound side

2- Laurel Branch off Drill Road highway broken off been repaired but sinking

3-intersection 645/740 copper road/new garden stop sign blocked by brush

FUTURE MAJOR SAFETY PROJECT

1-RT 627 DANTE SAWMILL HOLLOW CURVE NEEDS WIDENED AT THE UPPER END NEAR THE BALLFIELD and also the one lane road near the R.R tracks TO HANDLE ANTICIPATED HEAVY TRAFFIC TO A CAMP SITE

2-Rt.675 pavement broke up in the middle of the road just before Rt. 622

3-Rt. 67/635 Horton ridge past L&M auto parts pipe stopped up causing water to flow onto to the road will cause slick conditions **PERMIT RECEIVED GAVE TO**

BRIDGE CREW

4-58W CASTLEWOOD AT THE TRAFFIC LIGHTS ROAD HOOVES UP THAT COULD CAUSE A POTENTIAL HAZARD CONDITION. PAVING SCHEDULED IN 2021 WILL BE FIXED THEN

5-Rt. 71s / 604 Molls Creek INTERSECTION needs bank scaled back for visibility instead a stop bar will be installed and brush to be keep trimmed –**WILL KEEP BANK SCALED BACK**

6-Rt. 80 from the doubles to Rt. 19 needs a passing lane installed

7-Rt. 645 New Garden Road water undercutting road one mile East of Nash's Ford Bridge

8-Rt. 19N ramp onto Rt. 80at Elk Garden School is ruff and tilted

UNDER LINED AND BOLDDED COMMENTS WERE REPORTED FROM HENRY KINCER

COMMISIOM MEMBER INFROMATION

Barbara COX	971 1502	JOHNNY JESSEE	889 1563
LINDA CROSS	794 7618	TIM LOVELACE	971 0367
GARY DOTSON	7 62 9803	TONY MAXFIELD	254 2492
EUGENE FERGUSON	210 8504	MIKE O'QUINN	701 7086
CARL RHEA	2543810	HENRY STINSON	873 4905
EMORY ALTIZER	880 1058	HENRY KINCER	889 7601

NEXT MEETING WILL BE OCTOBER 13TH 2020 WE THANK ALL WHO ARE INVOLVED IN KEEPING OUR ROADWAYS SAFE AND OUR GUEST PARTICAPTION

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

Cannery Revenue Report FY 2020/2021

Castlewood

Month	Resident Customers	OutofCounty Customers	Combined Revenues	Resident Customers	Cans Used	Glass Jars	Non-Resident Customers	Cans Used	Glass Jars
July	17	7	\$ 375.06	\$ 156.81	0	928	\$ 218.25	0	648
August	25	16	\$ 970.85	\$ 346.60	0	1900	\$ 624.25	0	1745
September									
October									
November									
December									
January									
Total	42	23	\$ 1,345.91	\$ 503.41	0	2828	\$ 842.50	0	2393

Honaker

Month	Resident Customers	OutofCounty Customers	Combined Revenues	Resident Customers	Cans Used	Glass Jars	Non-Resident Customers	Cans Used	Glass Jars
July	11	1	\$ 130.70	\$ 83.95	0	586	\$ 46.75	0	143
August	35	2	\$ 402.10	\$ 349.50	0	1823	\$ 52.60	0	140
September									
October									
November									
December									
January									
Total	46	3	\$ 532.80	\$ 433.45	0	2409	\$ 99.35	0	283

Season Totals			Combined Revenues \$ 1,878.71	Total Resident \$ 936.86	Total Cans 0	Total Jars 5237	Total Non-Resident \$ 941.85	Total Cans 0	Total Jars 2676
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Total Cans Used: 0 Total Glass Jars Used: 7,913

Dilapidated Structure Report

Address	Property Owner	Tax Map I.d.	Comments
4478 Red Oak Ridge Rd.Castlewood, VA 24224	Warren & Lesha Kiser	158 R SB 1831	08/31/2020: Building Official has made contact with Russell Co. Litter Officer to arrange a site visit.
6594 Dante Rd. Dante, VA 24237	Martin & Rebecca Bellamy	159 R IC 2253	03/30/2020: Building Official requests direction from RC BOS on how to proceed.
192 Lower Bear Wallow Rd. Dante, VA 24237	Tim & Rendy Hale	159 R 2189	03/30/2020: Building Official requests direction from RC BOS on how to proceed.
529 Roanoke Rd. Dante, VA	Calvin W. or Carla M. Elmore	159 R IB 2201	9/5/2020: Request to observe property recv'd. -R.C Building Official will return to site to take photos on 9/25/2020.

Animal Shelter
September Report

Animal Control answered 140 calls

Transferred 33 dogs

Adopted 15 dogs

Owner reclaimed 7 dogs

Library Board of Trustees Meeting



Members Present			Members Absent
Judy Ashbrook	Yvonne Dye	Ann Monk	*Call in
Susan Breeding	Karen Herndon	Sharon Sargent	
Karen Davis	Sherry Lyttle	Sharon Van Dyke*	

Chair Karen Herndon called the meeting to order 18 August 2020 at 5:01 pm.

Minutes: Karen Davis made and Ann Monk seconded a motion to approve the July minutes as distributed; motion passed.

Communications:

Financial: Ann Monk made and Judy Ashbrook seconded a motion to approve the bills; motion passed.

Staff Reports: Kelly McBride Delph reviewed the Programs and Director's Reports.

Unfinished Business:

New Business: Sherry spoke for the Nominations Committee, recommending the same slate of Karen Herndon as Chair, Susan Breeding as Vice Chair, and Yvonne Dye as Secretary, and opening the floor for nominations. Karen Herndon opened the floor for nominations; Ann made and Karen Davis seconded a motion to close the nominations and elect by the slate by acclamation; motion passed.

The board reviewed the proposed expenditures of the CARES grant, confirming several changes by the committee and making suggestions for funding.

Susan Breeding made and Karen Davis seconded a motion to table the Meeting Room Policy; motion passed.

Review and Summary:

Susan made and Ann seconded a motion to adjourn.

Respectfully submitted, Kelly McBride Delph

CUMBERLAND PLATEAU RWMA:

Mr. Toby F. Edwards, Executive Director

BUCHANAN COUNTY:

Mr. Jeff Cooper
Mr. Tim Hess



DICKENSON COUNTY:

Mr. Damon Rasnick
Mr. Ronald Peters

RUSSELL COUNTY:

Mr. Carl Rhea
Mr. Tim Lovelace

Agenda

I. September 17, 2020 CPRWMA Board of Directors Roll Call for Quorum.

II. a) Approval of Minutes of the August 20, 2020 meeting.....1

Motion: _____ Seconded: _____

III. Administrative Business

a) Review CPRWMA Waste Stream Report August 2020.....5

b) Approval of the Treasurer's Report for the month of August 2020.....13

c) CPRWMA Attorney's Report for August 2020.....Report

d) Litter and Recycling Report.....

IV. Old Business

a) Users Agreement with the Member Counties.....16

Motion: _____ Seconded: _____

V. New Business

a)

Motion: _____ Seconded: _____

b)

VI. Correspondence

VII. Adjournment and Next Meeting.

Chair or Vice Chair conducting the meeting: _____

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

Phone 276-833-5403 Email tobyedwards@bvva.net

Minutes submitted by: Tim Lovelace and Sandra Hanaker



CUMBERLAND PLATEAU RWMA:

Mr. Toby F. Edwards, Executive Director

BUCHANAN COUNTY:

Mr. Jeff Cooper
Mr. Tim Hess



DICKENSON COUNTY:

Mr. Damon Rasnick
Mr. Ronald Peters

RUSSELL COUNTY:

Mr. Carl Rhea
Mr. Tim Lovelace

Cumberland Plateau Regional Waste Management Authority
Monthly Board Meeting Minutes
August 20, 2020

Members Present:

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

Others Present:

Toby Edwards, Director
R.J. Thornbury, Legal Counsel
Saundra Honaker, Finance Officer
Danny Davis, Buchanan Co. Transfer
Brian Ferguson, Russell Co. Transfer

CALL TO ORDER: Chairman, Damon Rasnick, called the August 20, 2020, meeting of the Board of Directors to order at 5:29 PM. The meeting was held in Lebanon, VA at the Bonanza Restaurant.

QUORUM: A quorum was established.

AMENDMENTS TO AGENDA

The following changes were made:

- (1) Add Correspondence: Letter from Dickenson County Trammel Project

A motion was made by Tim Lovelace and seconded by Carl Rhea to amend the agenda to add Dickenson County Trammel Project as stated. Motion was ratified, voting as follows:

Damon Rasnick – Aye
Tim Hess – Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye
Tim Lovelace – Aye

APPROVAL OF MINUTES: The minutes of the July 16, 2020 monthly Board Meeting of the Board of Directors were presented for consideration. A motion was made by Tim Lovelace to approve the minutes and seconded by Jeff Cooper. Motion was ratified, voting as follows

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



Damon Rasnick – Aye
Tim Hess – Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye
Tim Lovelace – Aye

ADMINISTRATIVE BUSINESS

WASTE STREAM REPORTS – July: Toby Edwards reported that tonnage a little up from last year. Ron Peters made a motion to approve the waste stream report as presented and seconded by Jeff Cooper. Motion was ratified, voting as follows:

Damon Rasnick – Aye
Tim Hess – Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye
Tim Lovelace – Aye

TREASURER'S REPORT: Tim Lovelace presented the CPRWMA Treasurer's Report for the month of July 2020, reporting the total in the bank was \$590,470.28 at the end of July. A motion was made by Jeff Cooper to approve the finance report as presented and seconded by Carl Rhea. Motion was ratified, voting as follows:

Damon Rasnick – Aye
Tim Hess – Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye
Tim Lovelace – Aye

CPRWMA ATTORNEY'S REPORT FOR MAY 2020:

Users Agreement with Member Counties After some discussion regarding changes to user agreement and plan of operation, it was decided to table the vote on approving the user agreement until such time that clarity of the final agreement could be presented.

CoVid 19 Transfer Station Personnel Policy: Rebecca Thornbury read aloud to the board and circulated the Addendum to Manpower Agreement to incorporate the Transfer Staff CoVid-19 Policy. The Covid policy and Addendum were developed in order to comply with the recent Virginia Covid-19 Workplace Emergency Temporary Standard. A motion was made by Ron Peters to adopt the presented the Addendum to the Manpower Agreement

policy as presented. Seconded by Carl Rhea. Motion was ratified, voting as follows:

Cumberland Plateau Regional Waste Management Authority
Monthly Board Meeting Minutes
August 20, 2020

Page 3

Damon Rasnick – Aye
Tim Hess – Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye
Tim Lovelace – Aye

LITTER AND RECYCLING REPORT: Russell County and Buchanan County had their environmental days and they were quite successful. Dickenson County is scheduled for August 27th.

OLD BUSINESS

The User Agreement and Covid Policy were discussed during the Attorney's Report.

NEW BUSINESS

2018-19 Budget The Board had voted in the past to retain the overage from prior years (as evidenced by letters from CPA attached in packet) as follows:

June 30, 2018	\$29,246
June 30, 2019	\$29,154
Total:	\$58,400

The board had transferred \$73,922 from the capital fund to cover the additional expenses for the flooring for all three counties. A motion was made by Jeff Cooper and seconded by Tim Hess to transfer the \$58,400 back into the capital fund. Motion was ratified, voting as follows:

Damon Rasnick – Aye
Tim Hess – Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye
Tim Lovelace – Aye

Tire Equipment for all three counties: Toby Edwards presented a proposal to purchase tire cutting machinery to shred tires to alleviate the problem of

getting the tires picked up and reduce the price of disposal. Mr. Edwards recommended Option 7 in the packet which included purchasing 2 sidewalls

Cumberland Plateau Regional Waste Management Authority
Monthly Board Meeting Minutes
August 20, 2020

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cutters and 1 sheer at a total cost of \$21,600. It is estimated that there would be an overage in the budget ending June 30, 2020. But it will not be known until the end of the year. After some discussion, a motion was made by Jeff Cooper and seconded by Ron Peters to purchase the equipment based on approval by the Board of Supervisors of each county.

This motion was rescinded by Jeff Cooper and Ron Peters.

A motion was then made by Jeff Cooper and seconded by Ron Peters to purchase the equipment, removing the approval of the Board of Supervisors.

This motion was rescinded by Jeff Cooper and Ron Peters.

A motion was made by Jeff Cooper and seconded by Tim Hess to authorize Toby to purchase the equipment with a 10% contingency fee and to present to the Board of Supervisors at a later date. Motion was ratified, voting as follows:

Damon Rasnick – Aye

Carl Rhea – Aye

Tim Hess – Aye

Jeff Cooper – Aye

Ron Peters – Aye

Tim Lovelace – Aye

Audit for 2020: The annual audit is upcoming and the records will be taken to Bostic & Tucker as soon they are finalized.

CORRESPONDENCE:

Toby Edwards presented a letter from Dickenson County Board of Supervisors stating that they would be removing and disposing of demolition waste and will be bringing it to the transfer station. They will be testing asbestos and hazardous materials.

ADJOURNMENT AND NEXT MEETING: The next meeting will be held on September 17th at 5:00 PM at the Bonanza Restaurant. A motion was made by Ron Peters and seconded by Tim Lovelace to adjourn meeting at 7:35 PM. Motion was ratified, voting as follows:

Damon Rasnick – Aye

Carl Rhea – Aye

Tim Hess – Aye

Jeff Cooper – Aye

Ron Peters – Aye

Tim Lovelace – Aye

Secretary/Treasurer

Date

Cumberland Plateau Regional Waste Management Authority
Waste Stream Analysis
Period: December 15th, 2019 to December 15th, 2020
Buchanan County

Dickenson County

[illegible]

Cumberland Plateau Regional Waste Management Authority

Russell County														Average (Per Month) Tonnage
Waste Material(s)	Dec 19- Jan 2020	Jan 2020-Feb 2021	Feb 2020-March 2020	March 2020- April 2020	April 2020- May 2020	May 2020-June 2020	June 2020-July 2020	July 2020-Aug 2020	Aug 2020-Sept 2020	Sept 2020-Oct 2020	Oct 2020-Nov 2020	Nov 2020-Dec 2020	Totals from all Columns	
Household	1,304.73	1,079.57	1,056.38	1,643.68	1,708.42	1,527.59	1,503.05	1,415.30	1,493.10	0.00	0.00	0.00	12,731.82	
Commercial	106.15	91.05	118.33	125.08	149.18	109.65	327.97	152.23	105.08	0.00	0.00	0.00	1,284.72	
Construction														
Debris	71.66	93.28	90.06	78.75	98.57	121.90	96.82	109.94	84.00	0.00	0.00	0.00	844.98	
Yard/Ash Waste	34.55	62.24	32.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	129.62	
Mine Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Industrial Waste	19.34	69.71	27.63	28.14	28.54	62.94	39.08	28.64	40.43	0.00	0.00	0.00	344.45	
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Tires	21.91	11.83	7.88	14.23	11.63	9.58	35.72	66.81	21.93	0.00	0.00	0.00	201.52	
White Goods	17.92	0.00	0.00	0.00	10.99	0.09	0.00	2.60	19.03	0.00	0.00	0.00	50.63	
Pallets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Contaminated														
Recycle	0.00	7.10	0.00	0.00	0.00	0.00	0.00	0.45	0.21	0.00	0.00	0.00	7.76	
Illegal Dumpsite	9.82	3.91	11.38	0.26	0.00	0.22	0.75	3.45	13.13	0.00	0.00	0.00	42.92	
Storm Debris	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Carcass	0.10	0.11	1.16	1.87	0.71	0.03	0.96	0.46	1.53	0.00	0.00	0.00	6.93	
Totals	1,586.18	1,418.80	1,345.65	1,892.01	2,008.04	1,832.00	2,004.35	1,779.88	1,778.44	0.00	0.00	0.00	15,645.35	1303.78
Town of Lebanon	333.64			0.00		0.00	0.00		0.00	0.00	0.00	0.00		
Town of Honaker	40.85											0.00		
Town of Cleveland	10.34			0.00		0.00	0.00		0.00	0.00	0.00	0.00		
												Total FY 2019-2020	40,355.62	

Cumberland Plateau Waste Stream Analysis Report

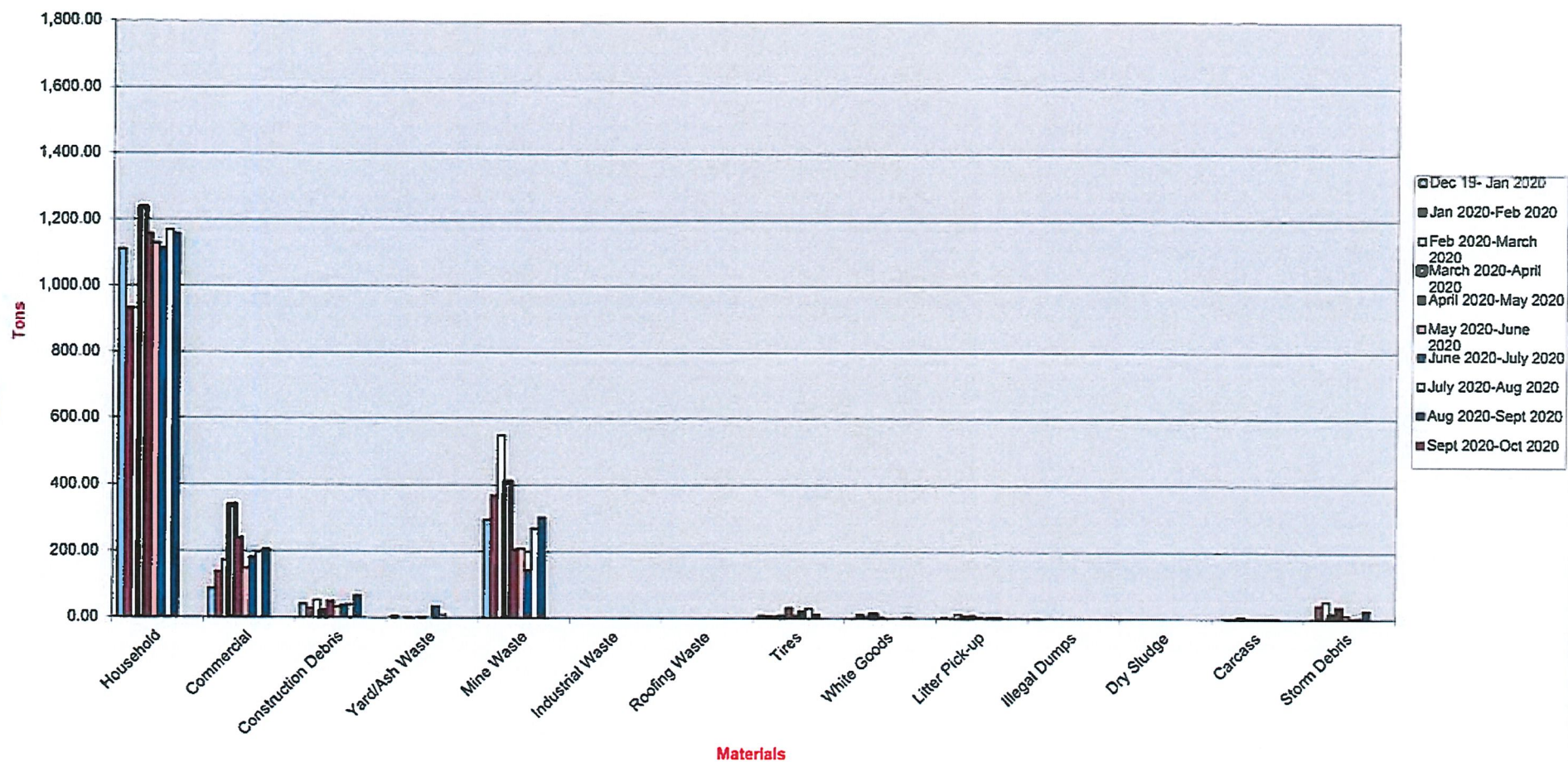
Buchanan County Waste Stream Analysis																
Period: August 16th, 2020 to September 15, 2020																
Name of Waste Material	This Month (Tons)	Last Month (Tons)	2019 (Tons)	2018 (Tons)	2017 (Tons)	2016 (Tons)	2015 (Tons)	2014 (Tons)	2013 (Tons)	2012 (Tons)	2011 (Tons)	2010 (Tons)	2009 (Tons)	2008 (Tons)	2007 (Tons)	2006 (Tons)
Household	1,157.68	1,169.51	1,001.41	1,123.17	1,185.94	1,136.40	1,062.45	1,067.18	1,039.65	1,156.91	1,269.73	1,193.07	1,176.29	1,136.09	1,253.75	1,390.86
Commercial	206.01	198.75	110.13	114.62	95.38	88.56	149.15	97.67	206.46	266.88	366.97	211.23	180.92	156.41	129.74	158.97
Construction Debris	66.40	38.64	45.70	128.21	43.28	17.86	16.32	19.55	42.92	34.80	42.75	75.95	30.71	206.52	57.06	107.78
Yard Waste	0.00	8.64	0.36	0.00	0.14	1.54	1.22	0.00	0.00	0.00	17.34	19.18	0.00	0.00	0.00	0.00
Mine Waste	303.21	270.47	380.24	327.89	352.33	42.96	326.12	209.85	287.17	165.53	644.01	225.35	189.03	104.24	45.83	171.77
Industrial Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Roofing Waste	0.00	0.00	0.00	2.47	1.99	2.20	0.00	3.39	8.94	6.98	12.71	0.00	0.00	0.00	1.45	0.00
Tires	12.21	30.10	9.69	16.94	18.50	4.50	7.50	8.03	36.37	132.67	28.26	58.20	31.95	32.54	19.51	29.09
White Goods	3.85	0.00	0.00	0.00	0.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.73	15.14
Litter Pick-up	2.77	4.03	0.48	4.51	19.16	5.84	9.57	6.57	4.40	9.58	7.88	8.64	6.61	6.43	19.60	4.64
Illegal Dumps	0.00	0.00	0.00	0.51	0.00	0.00	0.00	0.44	0.00	1.56	0.00	0.09	0.00	0.00	0.66	2.42
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Carcass	0.41	0.45	0.55	0.45	0.71	0.75	1.45	0.31	0.02	0.06	0.07	0.02	0.49	0.11	0.31	8.25
Storm Debris	25.91	4.36	17.35	33.52	46.37	7.15	35.69	5.54	4.46	0.28	0.00	0.00	0.00	0.00	0.00	0.00
	1,778.65	1,724.95	1,565.91	1,752.29	1,764.42	1,307.76	1,609.47	1,418.53	1,630.39	1,775.25	2,389.72	1,791.73	1,616.00	1,642.34	1,529.64	1,888.92

Buchanan County Waste Stream Analysis (This Month)																
Household	Commercial	Construction Debris	Yard Waste	Mine Waste	Industrial Waste	Roofing Waste	Tires	White Goods	Litter Pick-up	Illegal Dumps	Dry Sludge	Carcass	Storm Debris			

Total Tonnage includes the following towns:																
Grundy	0															

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Buchanan County 2019-2020



Dickenson County Waste Stream Analysis
Period: August 16th, 2020 to September 15, 2020

Dickenson County Waste Stream Analysis (This Month)



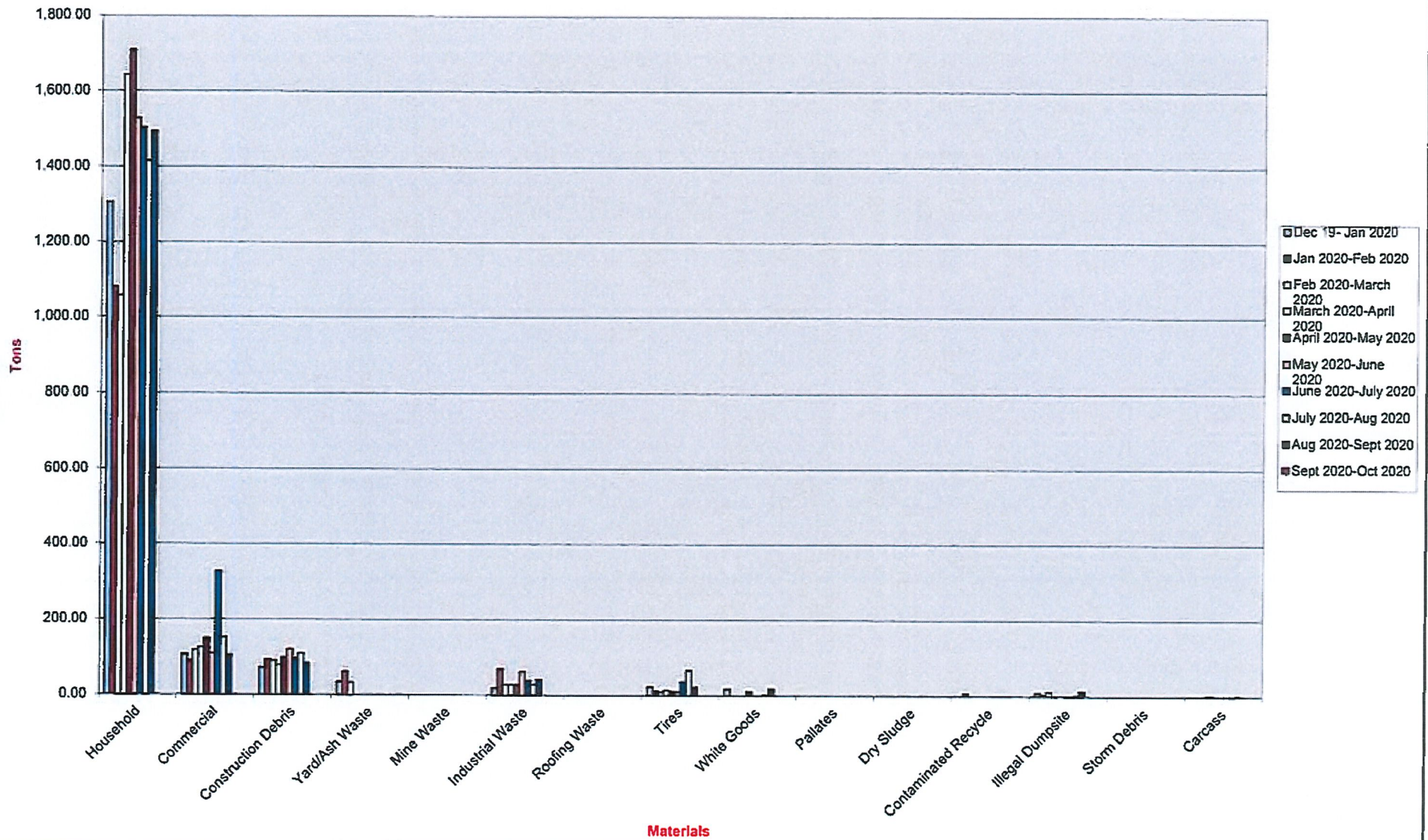
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Materials

Russell County Waste Stream Analysis
Period: August 16th, 2020 to September 15, 2020

Russell County Waste Stream Analysis (This Month)

[illegible]

Russell County 2019-2020

Cumberland Plateau Regional Waste
Management Authority

Cash Flow Statement

August 2020

Cash Balance - July 31, 2020 369,242.28

Cash Received - Tipping Fees:

Buchanan (Jul)	69,504.14	
Russell (Jul)	74,996.46	
		144,500.60

Moved June 30, 2018 to Capital Equipment Fund (below) (29,246.00)

Moved June 30, 2019 to Capital Equipment Fund (below) (29,154.00)

Cash Expenditures

Cash Expenditures - August 2020 (231,946.02)

Cash Balance - August 31, 2020 223,396.86

Fund Balances:

Capital Equip Replacement Fund 254,628

Prior Balance Jan'19	270,150	
Transferred for floors Feb'19	-73,922	
Jun'18 Overage applied from counties	29,246	
Jun'19 Overage applied from counties	29,154	
Balance	254,628	25,000.00

Total in Bank	503,024.86
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**Cumberland Plateau Regional
Check Register
For the Period From Aug 1, 2020 to Aug 31, 2020**

Filter Criteria includes: Report order is by Check Number.

Check #	Date	Payee	Amount
	8/1/20	Anthem HealthKeepers, Inc.	730.39 Toby Health-Dental-Vision
	8/3/20	TAG Resources, LLC	204.17 Employee 401k(July)
	8/20/20	Caterpillar Financial Services Corp	6,218.75 Loan Payment
	8/1/20	TAG Resources, LLC	204.17 Employee 401k (Aug)
	8/24/20	TAG Resources, LLC	204.17 Employee 401k(Sep)
12918	8/3/20	Verizon	81.92 RC Phone
12917	8/3/20	Appalachian Power Company	194.80 RC Utility
12916	8/3/20	WV Tire Disposal, Inc.	2,281.78 RC Tire Disposal \$864.12 BC Tire Disposal \$607.01 RC Tire Disposal \$468.24 RC Tire Disposal \$442.39
12919	8/3/20	Appalachian Power Company	187.75 DC Electric
12920	8/3/20	Crystal Springs	37.95 RC Supplies
12921	8/3/20	Verizon	85.08 RC Phone
12922	8/3/20	Point Broadband	87.58 Office Phone
12923	8/3/20	Point Broadband	84.73 DC Phone
12924	8/3/20	Alderson Construction	375.00 DC Maint
12925	8/3/20	Justice Law Office	1,200.00 Legal (June)
12926	8/3/20	Addington OI, Inc	1,198.63 BC Fuel
12927	8/3/20	Unifirst Corporation	205.85 Uniforms
12928	8/3/20	Appalachian Power Company	208.18 BC Electric
12929	8/3/20	Eddie's Trophies & Gift Shop	70.00 Plaque/Earl Rife
12930	8/3/20	Lebanon Block & Supply	10.19 RC Supplies
12931	8/3/20	Toby Edwards	121.05 Meeting with WV Tire
12932	8/3/20	Skyline Fabricating, Inc.	3,475.00 RC Repairs
12933	8/3/20	Buchanan County PSA	80.29 BC Utility
12934	8/3/20	Carter Machinery Company, Inc.	7,480.52 DC Equip Repair \$2,402.57 RC Equip Repair \$5,057.95
12935	8/20/20	Alderson Construction	2,900.00 BC Lights \$968.67 DC Lights \$968.68 RC Lights \$968.67
12936	8/20/20	WV Tire Disposal, Inc.	1,175.01 DC Tire Recycling
12937	8/20/20	Advanced Disposal Services	154,270.95 BC Disposal/Trans \$54,118.05 DC Disposal/Trans \$38,581.84 RC Disposal/Trans \$61,171.06 RC Tire Recycling \$100.00
12938	8/20/20	Sign Shop	30.00 DC Decals
12939	8/20/20	Freedom Ford of Claypool Hill LLC	80.77 Vehicle Inspection
12940	8/20/20	Central Scale, Inc.	500.00 RC Inspection
12941	8/20/20	Crystal Springs	14.50 RC Supplies
12942	8/20/20	Justice Law Office	1,052.79 Legal (July)
12943	8/20/20	Dominion Office Products, Inc.	23.12 Office Supplies
12944	8/20/20	Lebanon Block & Supply	15.98 DC Supplies
12945	8/20/20	Campbell Printing of Bristol	140.00 Office Supplies
12946	8/20/20	Lighthouse Supply Co.	7,095.00 BC Lights \$1,935.00 DC Lights \$1,935.00 RC Lights \$3,225.00
12947	8/20/20	Carter Machinery Company, Inc.	2,113.39 DC Equip Repair \$1,412.04 BC Equip Repair \$53.28 RC Equip Repair \$648.07
12948	8/20/20	Dickenson Co Public Service Authority	42.00 DC Utility
12949	8/20/20	Central Scale, Inc.	3,000.00 BC Inspection
12950	8/20/20	Skyline Fabricating, Inc.	110.00 BC Equip Repair
12951	8/20/20	Appalachian Power Company	235.89 DC Electric
12952	8/20/20	Appalachian Power Company	191.08 RC Electric
12953	8/20/20	Appalachian Power Company	84.65 RC Electric
12954	8/20/20	Verizon	81.90 BC Phone
12955	8/20/20	Mastercard	1,369.28 Postage \$39.00 Meeting/Food \$850.28 BC/DC/RC DPOH License \$75 (aa) RC Tire Service \$255
12956	8/20/20	Lowe's	349.04 DC Equip Maint \$190.53 RC Equip Maint \$158.51
12957	8/20/20	Innovative Technology Solutions	450.00 IT Support
12958	8/20/20	Mentfield Oil Company	51.86 Vehicle Fuel
12959	8/20/20	Honaker Solutions, LLC	750.00 August Accounting
12960	8/20/20	Industrial Development Authority	200.00 Sept Office Rent
12961	8/20/20	Industrial Washer & Chemicals	368.01 DC Maint
12962	8/20/20	Pest Control Plus, Inc.	240.00 BC Pest \$120 DC Pest \$80 RC Pest \$40
12963	8/20/20	Point Broadband	175.48 Office Phone \$89.55 DC Phone \$85.93
12964	8/20/20	BrickFlats Storage	1,900.00 DC Tire Disposal
12965	8/20/20	Barbara Rife	184.70 Earl's last pay check for month of May
12966	8/26/20	Rubbersedge	4,319.78 BC Equip Maint \$1,439.92 DC Equip Maint \$1,439.92 RC Equip Maint \$1,439.92
12967	8/26/20	Fleets Restaurants, LLC	199.00 Board Meeting Meal
12968	8/26/20	Mansfield Oil Company	38.06 Vehicle Fuel
12969	8/26/20	Barbara Rife	80.95 Mileage for Earl's last board meeting
9.15.20	8/31/20	United States Treasury	1,378.58 Federal P/R Taxes
9.25.20	8/31/20	VA Dept of Taxation	274.58 State P/R Taxes
PR8120	8/1/20	Ronald E. Peters	184.70 Director's Compensation
PR8120	8/1/20	Damon Rasmick	184.70 Director's Compensation
PR8120	8/1/20	Tim Lovelace	184.70 Director's Compensation
PR8120	8/1/20	Carl Rhea	184.70 Director's Compensation
PR8120	8/1/20	Timothy W. Hess	184.70 Director's Compensation
PR81620	8/14/20	Toby F. Edwards	2,389.72 Salary 1st half
PR83120	8/31/20	Toby F. Edwards	2,389.72 Salary 2nd half
Wire	8/27/20	Buddy Manufacturing	15,850.00 Tire Machines
Deposit	8/20/20	Anthem	-159.41 Annual Premium Refund
Total			<u>231,948.82</u>

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**CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY
FY 2020 - OPERATING BUDGET & EXPENSE REPORT**

	Expenditures	FY 2020-21	
	Thru 8/31/2020	Budget	
Direct Expenses:			
Transport/Disposal	299,465.01	1,482,992.00	
Tire Recycling	6,646.93	45,000.00	
	306,111.94	1,527,992.00	
Overhead Expenses:			
Debt Service - Loaders	12,437.50	75,000.00	17%
Other Disposal	-	2,000.00	0%
Utilities:			
Buchanan	599.99	5,100.00	12%
Dickenson	508.64	4,500.00	11%
Russell	470.62	4,500.00	10%
Supplies:			
Buchanan	199.99	2,500.00	8%
Dickenson	352.28	2,500.00	14%
Russell	778.31	3,000.00	26%
Fuel:			
Buchanan	2,366.49	6,000.00	39%
Dickenson		4,000.00	0%
Russell	952.96	7,000.00	14%
Telephone:			
Buchanan	163.82	1,500.00	11%
Dickenson	170.66	1,100.00	16%
Russell	85.08	1,500.00	6%
Station Maintenance/Improvements			
Buchanan	5,981.76	30,000.00	20%
Dickenson	3,764.67	30,000.00	13%
Russell	8,306.67	30,000.00	28%
Loader/Equip Maintenance:			
Buchanan	1,723.73	16,500.00	10%
Dickenson	5,675.55	16,500.00	34%
Russell	7,438.92	16,500.00	45%
Transfer Station Permits and Manag			
Station Permits	225.00	19,000.00	1%
VACO Insurance	15,560.00	14,000.00	111%
Management & Fringe	14,744.01	90,000.00	16%
Finance Manager	1,500.00	9,000.00	17%
Legal	2,252.79	12,000.00	19%
IT Support	450.00	4,000.00	11%
Office Rental/Internet/Cell/Office			
Supplies	846.47	6,000.00	14%
Directors Comp & PR Tax	2,553.00	18,100.00	14%
Professional Fees (Audit)	-	4,000.00	0%
Meeting Expense	1,405.07	3,000.00	47%
Travel	60.95	1,000.00	6%
Supplies:			
Dues/Licenses	-	1,000.00	0%
Vehicle Expense	184.49	2,500.00	7%
Uniform Rentals	409.80	4,000.00	10%
Advertising	-	2,500.00	0%
Reserves/Equip/ Emergency Fund			
	-	2,000.00	0%
Tire Machines	15,850.00	-	
OVERHEAD SUBTOTAL	108,019.22	452,210.00	

*Management Breakdown	
Toby Health	1368.17
Toby Salary	11666.68
401K Cost/Contribution	816.68
Taxes	892.48
	14744.01
Directors Comp & Taxes	
2384.7	
168.3	
2553	
Office Breakdown	
Phone/Int	177.13
Rent	400
Postage	54.7
Office Sup	214.64
	846.47

TOTAL EXPENSES	414,131.16	\$1,980,202.00
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Rate begins July 1st
12,561.39

**Overhead Rate per County

**USER AGREEMENT
FOR
SOLID WASTE DISPOSAL**

THIS AGREEMENT, made and executed this the _____ day of _____, 2020 by and between the COUNTY OF DICKENSON, Virginia, the COUNTY OF BUCHANAN, Virginia, and the COUNTY OF RUSSELL, Virginia, political subdivisions of the COMMONWEALTH OF VIRGINIA, hereinafter referred to as "Users," and the CUMBERLAND PLATEAU WASTE MANAGEMENT AUTHORITY, a body politic and corporate and a political subdivision of the COMMONWEALTH OF VIRGINIA, an Authority created by the aforesaid Users, pursuant to the Virginia Water and Sewer Authorities Act, hereinafter referred to as "Authority."

ARTICLE I – BASIC INTENT AND PURPOSE

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

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

ARTICLES II – DEFINITIONS

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

collecting fees charged by the Authority for disposal service, and such other information as will describe operational procedures, control use of the Disposal System and provide instruction and guidelines to users of the Disposal System. The Plan of Operation shall be marked as Exhibit "A" and incorporated by reference into this User Agreement. Said Plan of Operation shall be subject to annual review at the same time this User Agreement is subject to annual review. If any changes are made to the Plan of Operation by the parties, such changes shall also be subject to the approval of the Department of Environmental Quality. The current Plan of Operation will continue to be utilized until DEQ approves the proposed revisions to the Plan of Operations requested by the three User Counties.

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6. Solid Waste – Any garbage, trash, brush, refuse, sludge (as defined in the Plan of Operation) and other discarded material, including solid, liquid, semi-solid or contained gaseous material, resulting from industrial, commercial, mining and agricultural operations and from community activities and residences, but does not include: (i) solid and dissolved materials in domestic sewage; (ii) solid or dissolved material in irrigation return flows or in industrial discharges which are sources subject to permit from the State Water Control board; (iii) source, special nuclear, or by-product material as defined by the Federal Atomic Energy Act of 1954, as amended; (iv) to the extent such Solid Waste is transported from the Transfer Stations to any landfill operated by an entity other than the Authority, and other materials not allowed under the permits, licenses and approvals relating to such landfill; or (v) asbestos.
7. Tipping Fee – The charge made by the Authority for the disposal of DSW (as set forth in the Plan of Operation). The Tipping Fee shall be calculated by determining the total of: (a) the disposal fee charged by any landfill operator with whom the Authority may contract for the ultimate disposal of any Solid Waste delivered hereunder; (b) the amount of principal premium, if any, and interest or any other amounts due, or to become due, with respect to any indebtedness of the Authority or required to avoid a default with respect to such indebtedness; and (c) all expenses of the Authority relating to the operation and maintenance of the Disposal System as per the line item budget approved annually by the Authority Board, excluding

USER AGREEMENT

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administrative costs defined below) including any reserves required by Authority. [This amount shall be divided by the tonnage projected to be received to derive a cost per ton to be charged for use of the Disposal System. The tipping fee is the same for all three member counties per the components of this paragraph. However, transportation costs for each member county is determined by mileage from the county's transfer station to the landfill. The cost per mile will be uniform for each county with only the actual mileage varying. The Authority will invoice each county separately for its transportation costs. The parties agree to annually review the component costs making up the tipping fee and transportation costs to make appropriate annual adjustment to said tipping fee and transportation costs (costs per mile). The annual adjusted tipping fee and transportation costs are subject to the approval of the Board of Supervisors of each of the Users and the Board of the Authority. Once the User Agreement is approved either initially or upon subsequent annual reviews, said approved User Agreement shall be binding on all the parties. It is acknowledged by all the parties that the landfill charge is based on a five year contract that is procured pursuant to 15.2-5136. The parties further acknowledge that the Authority is contractually bound by this five year contract in regard to the landfill charge and bound by another contract for transportation charges. The parties agree that such contracts are binding upon the Authority and while in effect restrict the Authority's ability to make any adjustments to landfill contract costs and transportation contract costs. However, the parties further agree that the contract for access to the landfill and the contract for transportation services to transport the solid waste from the transfer stations to the Landfill are subject to review and approval of the Board of Supervisors of the three Users.

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Commented [te2]: Everyone. The price per ton is based on our current contract and will not exceed the actual cost for disposal or transportation. Should this sentence be deleted?

Commented [te3]: All three have the same tipping fee and transportation is based on mileage from their transfer station to the landfill.

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8. Administrative Fee—The Authority has administrative costs that include items in the current Authority fiscal line item budget as approved by the Authority Board. These costs include, but are not limited to, IT support, bookkeeping costs, salary and fringe benefits of Authority employees, legal costs, office rental, and VACO insurance. The Authority will present its proposed line item annual budget for the upcoming year to the member County Administrators annually on or before

Commented [14]: RJT I suggest this language to better capture the items included in the administrative costs, as those could change annually and will be itemized in the budget.

USER AGREEMENT

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March 15 to be included in each County Board of Supervisor's next monthly meeting agenda for review and approval.

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The total monthly administrative costs of the Authority shall be divided equally among the Users and paid through monthly invoices submitted to the Users by the Authority.

ARTICLE III – TERM OF AGREEMENT

1. This Agreement shall become effective and operations hereunder shall commence on or about June 1, 2020. This Agreement shall be binding upon the parties, commencing upon the execution hereof, and extending for a period of one (1) year. Prior to the end of the one-year term, any further extensions must be approved by the Board of Supervisors of each of the User and the Authority Board annually.

ARTICLE IV – DELIVERY CONDITIONS

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

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

1. The Users agree to pay to the Authority rates, fees, and other charges as approved by the Authority's Board of Directors in compliance with Va. Code Ann. §15.2-5136 subject to approval of the Board of Supervisors of each User. The Authority agrees to comply with § 15.2-5136 when fixing rates, fees, and other charges. ~~The Authority may, but is not obligated to, establish individual fee schedules for various types of users and grades or categories of DSW which require special handling or methods of disposal. It is understood between the parties that the Authority may establish a special schedule of fees, at its sole discretion, for individuals who may deliver Household DSW (as defined in the Plan of Operation) to the Authority for disposal in a privately owned automobile or a low-side pickup.~~ Each of the Users shall have the right to set the fees to be charged to the public at each transfer station in their respective county for the disposal of DSW.
2. The Authority shall invoice each User for the Tipping Fees on a monthly basis (within ten (10) days after the end of the month). Such invoices will show the total tonnage received by the Authority attributable to the User during the billing period of all DSW. Such invoices shall be due and payable without offset within Thirty (30) days of the date of the invoice.
3. The DSW delivered to the Disposal System will be weighed for the purpose of determining the actual tonnage received. Fractions of tons actually received shall be invoiced on an accumulated basis each month. In the event of malfunction of the Authority's weighing scales or other measuring device, an estimate of the amount of DSW received will be computed based on the average amount received per vehicle, when dumping records for such vehicle for the six (6) months immediately preceding are available, or when such records are not available, will be computed based on the average amount received per vehicle of like size and/or compaction ratio.

4. The Authority shall keep proper books and records in accordance with generally accepted accounting principles which shall be available for inspection by the User at all reasonable times.
5. Any proposed amendment of rates, fees or other charges imposed by the Authority on the Users pursuant to this Agreement is subject to approval by the Users after the Authority has provided adequate documentation to demonstrate that an increase or decrease is necessary under § 15.2-5136.

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

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

ARTICLE VII – DEFAULT

1. In the event of default, the non-defaulting party shall have the right, but not the obligation, to cure such default and to charge the defaulting party for the cost of curing said default, and to obtain reimbursement thereof.
2. Upon the occurrence of a default by the Authority hereunder, any of the Users, after giving notice of such default to the Authority, may bring appropriate legal proceedings to require the Authority to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement. However, prior to any of the Users initiating legal action against the Authority, the User(s)

USER AGREEMENT

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must give the Authority written notice of the default and provide the Authority thirty (30) days to cure said default.

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3. Upon the occurrence of a default by any User, the Authority, after giving notice of such default to all parties, may bring appropriate legal action to require the User to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement. However, prior to the Authority initiating legal action against a User, the Authority must give the User written notice of the default and provide the User thirty (30) days to cure said default.
4. No remedy in this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing as provided by law.

ARTICLE VIII – NO PARTNERSHIP

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

ARTICLE IX – FORCE MAJEURE

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

USER AGREEMENT

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User's region until the cause of the Authority's inability to accept the User's DSW is cured, but not thereafter.

ARTICLE X – EXTENT OF AGREEMENT

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

ARTICLE XI – GENERAL

1. In the event that any provisions of this Agreement shall be held to be invalid, the remaining provisions shall be valid and binding upon the parties.
2. One or more waivers by either party hereto of performance of any obligation and/or covenant hereunder shall not be construed as a waiver of subsequent breach of any obligation and/or covenant.
3. Neither the Users nor the Authority shall delegate or assign duties under this Agreement without the written consent of the other.
4. The construction and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Virginia. In the event of a dispute between the Authority and a User, the venue for resolution of that dispute shall lie in the Circuit Court of the User. In the event a dispute between the Authority and two or more Users occurs or a dispute occurs between or among Users, the Chief Judge of the 29th Judicial Circuit shall determine the venue and appoint a judge to hear the case.
5. Any notices hereunder shall be in writing addressed to the party as set forth below or at such other address as may be designated in writing to the other parties hereto.
6. In the event the Authority has an administrative fee surplus at the end of any fiscal year and at the end of audit of said fiscal year, such surplus amounts shall be divided equally among the three (3) member counties, based on a review and vote of the Authority Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed and attested by duly authorized officials as of this the __ day of _____, 2020.

Cumberland Plateau Regional Waste Management Authority

USER AGREEMENT

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By _____ (SEAL)

CPRWMA Chairman, Damon Rasnick
P.O. Box 386
Lebanon, Virginia 24266
Telephone: (276) 883-5403
Fax: (276) 889-8011

ATTEST:

CPRWMA Secretary

APPROVED AS TO FORM ONLY:

Phillip Justice, Esq.
Counsel for the CPRWMA

COMMONWEALTH OF VIRGINIA,
AT LARGE, to wit:

The foregoing contract was subscribed and acknowledged before me by Damon Rasnick, Chairman of the CPRWMA Board, _____, Secretary of the CPRWMA and Phillip Justice, Counsel for CPWRMA this the ____ day of _____ 2020 in _____ County, Va.

NOTARY PUBLIC

My Commission expires: _____
My Registration # is _____

Dickenson County Board of Supervisors

By _____ (SEAL)

Josh Evans, Chairman
P.O. Box 1098
Clintwood, Virginia 24228
Telephone: (276) 926-1676
Fax: (276) 926-1649

ATTEST:

_____(SEAL)
G. David Moore, Jr., County Administrator

APPROVED AS TO FORM:

_____(SEAL)
Bud Phillips, Esq.
County Attorney of Dickenson County, Va.

COMMONWEALTH OF VIRGINIA,
AT LARGE, to wit:

The foregoing contract was subscribed and acknowledged before me by Josh Evans, Chairman of the Dickenson County Board of Supervisors, G. David Moore, Jr., County Administrator the Dickenson County, Va. and Bud Phillips, County Attorney of Dickenson County, Va., this the ____ day of _____ 2020 in _____ County, Va.

NOTARY PUBLIC

My Commission expires _____
My Registration # is _____

Buchanan County Board of Supervisors

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

ATTEST:

USER AGREEMENT
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_____(SEAL)
Robert Craig Horn
County Administrator

APPROVED AS TO FORM:

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

COMMONWEALTH OF VIRGINIA,
AT LARGE, to wit:

The foregoing contract was subscribed and acknowledged before me by J. Carroll Branham, Chairman of the Buchanan County Board of Supervisors, Robert Craig Horn, County Administrator and Lawrence L. Moise III, County Attorney this the ____ day of _____ 2020 in _____ County, Va.

NOTARY PUBLIC
My Commission expires: _____
My Registration # is _____

Russell County Board of Supervisors

By _____ (SEAL)
Rebecca Dye, Chairman
137 Highland Drive
Lebanon, Va. 24266
Telephone: 276-889-8000
Fax: 276-889-8011

USER AGREEMENT
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ATTEST:

_____(SEAL)
Lonzo Lester
County Administrator

APPROVED AS TO FORM:

_____(SEAL)
Katie Patton, Esq.,
County Attorney

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

The foregoing contract was subscribed and acknowledged before me by Rebecca Dye, Chairman of the Russell County Board of Supervisors, Lonzo Lester, County Administrator and Katie Patton, Esq. County Attorney, this the ____ day of _____ 2020 in _____ County, Va.

NOTARY PUBLIC

My Commission expires: _____
My Registration # is _____

PLAN OF OPERATION – SOLID WASTE DISPOSAL

I. BACKGROUND AND PURPOSE

The Authority's solid waste management program is being developed on a regional basis ~~amount~~ Buchanan, Dickenson, and Russell Counties. The objectives of the Authority's solid waste management program are to control the escalating costs of solid waste management through the economies of scale brought forth by regionalism, to provide a financing mechanism for the implementation of solid waste management programs through the sale of revenue bonds, loans and/or grants, to comply with the applicable solid waste management regulations as promulgated by governmental agencies, to utilize better existing resources that can be feasibly and economically developed from the Authority's solid waste stream, and to reduce dependence upon landfills given the potential risks of air and water pollution.

Commented [LM1]: Do we need the word "amount"?

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A. Phase I – Landfilling Solid Waste Transportation and Disposal System – In order to achieve cost effective compliance with newly promulgated federal, state and local regulations, governing landfilling, the Authority has elected to utilize the services of private contractors for landfill disposal outside the Authority's regional boundaries. The Authority's transportation system will consist of three (3) solid waste transfer stations one of which will be located within the boundaries of each participating county. Each transfer station will be sited, designed, permitted, owned or leased and operated by the Authority. The transfer stations will serve as a central delivery and unloading point for authorized users and customers within the boundaries of each participating county. The disposition of waste into such transfer stations by users and customers within each participating county shall be subject to the terms and conditions as set forth in user agreements between the participating counties and the Authority. Moreover, the transfer stations will be utilized by the Authority to load acceptable wastes into transportation facilities for shipment to the private contractor's landfill. The transportation of solid waste from each transfer station to the private contractor's landfill will either be handled by the Authority or through contract and/or brokerage arrangements between the Authority and private haulers.

Commented [LM2]: This should now be singular—one user agreement

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6. Disposal System – All those plans and facilities owned, leased or operated by the Authority designed to collect, manage and/or dispose of Solid Waste and those designed to accomplish recycling and/or volume waste reduction by methods other than landfilling DSW; and the land, structures, vehicles and equipment for use in connection therewith.

Commented [LM3]: Think this is a typo—meant "plants"?

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7. Facility – The Authority's plants and facilities designed to process PSW and the land, structures, vehicles and equipment used in connection therewith.

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8. Force Majeure – Any cause beyond the reasonable control of the Authority, including but not limited to acts of God, vars, riot, fire, explosion, wind storm, flood, pandemic, labor disputes, inability to obtain or use fuel, power raw materials, shortage or failure of the usual means of transportation, injunction, governmental action, accident, or breakdown of machinery or equipment, whether or not any such occurrence is caused by negligence, active or otherwise. The term "reasonable control" shall specifically exclude the ability of the Authority to reach agreement in a labor dispute and that party's ability to settle or compromise litigation.

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9. Governmental Contractor – Any hauler who or which has in force a contract with a Governmental Customer for the collection and/or disposal of NPSW or PSW.

10. Governmental Customer – Any Federal or state agency or department, county, city, town or political subdivision within the Cumberland Plateau Region shall be classified as a Governmental Customer. The Governmental Customer classification shall be applicable only to such political subdivisions and Governmental Contractors with whom such political subdivisions contract for delivery to DSW to the Authority.

11. Hazardous Waste – A Solid Waste or combination of Solid Waste which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (b) pose a substantial present or potential hazard to human health, the Disposal System, or the environment when improperly treated, stored, transported, disposed of or otherwise managed. The foregoing definition is intended to include any waste now or hereafter designated as "hazardous" by State or Federal agencies (including the United States Environmental

Protection Agency) with jurisdiction and authority to promulgate and enforce rules and regulations for the handling and disposal of hazardous and other wastes.

12. **Household DSW or Household Waste** – Shall mean solid waste material, including garbage, trash and refuse, normally produced by a single-family residential household.

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13. **Individual User** – Any individual who delivers Household Waste to the Disposal System in privately owned automobile or low-side pickup truck (with a bed not more than (20) inches in height) shall be classified as an Individual User. The Authority reserves the right, in its sole discretion, to classify any Individual User who delivers non-household NPSW or PSW, or NPSW or PSW from more than one household, by means of a privately owned automobile or low-side pickup truck as a Contract Customer.

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14. **Industrial Waste** – All Solid Waste emanating from institutions such as, but not limited to, hospitals, nursing homes, orphanages, and public or private schools, including infectious waste from health care facilities and research facilities not classified as Hazardous Waste.

15. **Non-Processible Solid Waste (NPSW)** – Solid Waste determined by the Authority to be such that it should not be processed through its Disposal System, which, in the Authority's discretion, may include, without limitation (a) street sweepings; (b) non-combustible material, including non-combustible Construction Waste; (c) oversized bulky items; (d) tree stumps, logs, brush and combustible Construction Waste which exceed eight inches in thickness or six inches in length; (e) White Goods, large items of machinery, motor vehicles, board, engine blocks and similar items; (f) tires, wallboard and other material in unanticipated quantities or proportions which, despite adequate mixing with other waste, in the reasonable judgement of the Authority, will, if processed, even though the Disposal System is properly designed, constructed and operated; (i) items that cause any portion of the Disposal System to violate any regulatory permit conditions in normal operation of that portion of the Disposal System or (ii) cause material damage to any portion of the Disposal System.

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16. **Person** – An individual, corporation, partnership, association, governmental body, municipal corporation or any other legal entity.

17. **Phase I – Start Up Date** - The date the Transfer Station contemplated in Phase I area ready to commence operations.
18. **Phase II -- Start Up Date** - The date on which the Authority's Renews this Users Agreement and is ready to continue full operations.
19. **Processible Solid Waste (PSW)** - Solid Waste which is processible through the Authority's Disposal System, i.e., DSW which is other than NPSW.
20. **Sanitary Landfill** - A burial facility permitted and operated in accordance with applicable laws for disposal of putrescible, biodegradable and other types of waste so located, designed, constructed and operated to contain and isolate waste that it does not pose a substantial present or potential hazard to human health or the environment.
21. **Sludge** - Any solid, semi-solid or liquid wastes with similar characteristics and effects generated from a public, municipal, commercial or industrial waste water treatment plant, water supply treatment plant, air pollution control facility or any other waste producing facility.
22. **Solid Waste** - Any garbage, refuse, trash, brush, Sludge and other discarded material, including solid, liquid, semi-solid or contained gaseous material, resulting from industrial, commercial, mining and agricultural operations and from community activities and residences, but does include (i) solid and dissolved material in domestic sewage, (ii) solid or dissolved material in irrigation return flows or in industrial discharges which are sources subject to a permit from the State Water Control Board, (iii) source, special nuclear, or by-product material as defined by the Federal Atomic Energy Act of 1954, as amended, (iv) to the extent such waste is to be transported from the Transfer Stations to any landfill operated by an entity other than the Authority, any other materials not allowed under the permits, licenses and approvals relating to such landfill, any other materials not allowed under the permits, licenses and approvals relating to such landfill, or (v) asbestos.
23. **Special Waste** - Any Solid Waste which requires special processing, handling or disposal techniques which are different from the techniques normally used for disposal or which contain an added element of expense to transport or dispose of as determined by the Authority or require approval from any State agency or the Authority. Such wastes shall include but not be limited to (i) screening and grit from domestic waste

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water treatment systems, (ii) asbestos, (iii) tires, (iv) oil spill clean-up, (v) compressed gas cylinders, (vi) contaminated food product, and fabrics requiring supervised disposal, (vii) discarded non-hazardous, non-liquid chemical wastes, (viii) White Goods, (ix) mining wastes, (x) fly_ash, (xi) combustion ash, (xii) industrial waste, (xv) liquid wastes, (xvi) infectious wastes or residue, (xvii) pollution control residue, debris or contaminated soil and water from the clean-up of a spill, and (xviii) any other waste determined by the Authority or the Virginia Department of Waste Management to be Special Wastes. Special prior approval for disposal of Special Waste is required from the Authority and/or appropriate State and Federal regulatory agencies.

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24. **Tipping Fee** – The charge made by the Authority for acceptance and disposal of DSW as set forth on the Schedule of Fees attached as Schedule II hereto.

25. **Transfer Station** – Any storage or collection facility which is owned, leased or operated by the Authority as a relay point for Solid Waste which ultimately is to be transferred to a Sanitary Landfill. The list of Transfer Stations is set forth on Schedule I hereto.

26. **Users** – Shall mean Buchanan, Dickenson and Russell Counties, and any other political subdivision, jurisdiction or party which is or becomes a member of the Authority in the manner upon terms provided by law and in accordance with the criteria established by the Authority. Except as set forth in the preceding sentence, the term “Users” as herein defined does not include the term “Governmental Customer” as used in this Plan of Operation in delineating the “classes of customers”. Users will enter into a user agreement with the Authority for disposal of DSW.

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27. **White Goods** – Refrigerators, stoves, clothes dryers, washing machines, hot water heaters, window air conditioners, other home appliances or large appliances of similar size or character, and waste metal products.

28. **Other Definitions Incorporated by Reference** – Where terms are not defined herein and the context or practice requires definition they shall have the meanings specified in the User Agreement or, if not found in the User Agreement, in Chapter 24 Title 10 of Code Virginia, 1950, as amended and/or as specified in other relevant statutes, and/or in Rules and Regulations of the Virginia Department of Waste Management or any successor agency.

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III. PROCEDURES

A. Use of Facilities

The right to dispose of PSW and NPSW at the Transfer Stations is granted to the Users, and may be granted to other persons, including Federal, state or local Governmental Customers as a specific class or as Contract Users, under terms and conditions acceptable to the Authority, and on the terms and conditions of this Plan of Operation. The use of the Disposal System shall, at all times, be governed by rules and regulations as may be adopted by the Authority and incorporated in this Plan of Operation.

B. Delivery Points – Hours of Operation

Prior to the Phase II Start-Up Date, DSW (including PSW and NPSW) will be received at the Transfer Stations (Phase I) and at such additional locations as designated by the Authority. After the Phase II Start-Up Date, PSW and NPSW will be received at the Transfer Station (and other locations designated by the Authority).

The hours of operation for receiving NPSW and PSW at each location prior to the Phase II Start-Up Date are as follows:

Hours of Operation

<u>Location</u>	<u>Monday – Friday</u>	<u>Saturday</u>	<u>Holidays Sunday</u>
Transfer Stations	8:00 am to 4:00 pm	8:00 am to 12:00 Noon	(as necessary at all locations)

The Transfer Stations will be closed on:

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

The Transfer Stations will be operated on the Saturday schedule on:

~~President's Day, George Washington's Birthday~~

Memorial Day
Labor Day
Veteran's Day
Christmas Eve
New Year's Eve

In addition, holidays and operating hours may be varied from time to time by the Authority. Notices will be posted at the main entrance to the Transfer Stations advising users of observed holidays, regular operating hours and any special operating hours. Notices of holiday closings or reduced hours will be posted at least one week in advance of the holiday to be observed. Such other notice or notices as the Authority deems proper may be given.

C. Right to Reject Waste

The Authority will not accept any Hazardous Waste, and will accept NPSW and PSW only in accordance with the delivery terms and conditions hereunder. The Authority retains the right to disallow the disposal of DSW from Users, Contract Users, Governmental Customers or Governmental Contractors, or any other customers or users who or which have failed to pay the Authority's Tipping Fees.

Special Wastes shall be accepted only upon written authorization of the Authority and, if required, by an appropriate official of any applicable regulatory agency. Such written authorization, if given for the disposal of such Special Waste, shall outline the conditions, manner, method and place (if any) for acceptance of the same by the Authority.

All reasonable attempts will be made to reject unacceptable waste before it is deposited. Should the Authority reject any waste, and the Person delivering or causing its delivery nevertheless seek to have the same accepted by the Authority for disposal, then it shall be incumbent upon the Person seeking its acceptance to establish to the satisfaction of the Authority that the same is acceptable under the Authority's rules and regulations for disposal by the Authority.

Responsibility for the grades or categories of waste delivered to the Authority rests with the User, Contract Customer, Governmental Customer, Governmental Contractor, Individual User or Person delivering the same, and Hazardous Waste or unacceptable waste so delivered, if inadvertently accepted by the Authority, shall be removed

immediately by the Person delivering or causing delivery thereof at such Person's sole expense. Any such material not immediately removed by such Person after written notice may be removed by the Authority and costs therefor shall be recoverable by the Authority from such Person. In addition, the provisions of Article VI of the Authority's User Agreement shall, if applicable, also apply. (Article VI of the User Agreement is entitled "Title to Solid Waste; Liability for Solid Waste").

D. Unit of Measures – Scales

All vehicles will be weighted with the driver aboard. All vehicles leaving will be weighed a second time, unless the vehicle tare weights are known. Charges will be based upon the difference between the two weights. If scales at any receiving location are not available for any reason, the charge will be based on the average amount of Solid Waste received per vehicle when dumping record for such vehicle for the six (6) full months immediately preceding are available, or when such records are not available, will be based on the average amount of Solid Waste received per vehicle of like size and/or compaction ratio.

Commented [LM4]: What does "tare" mean or is this a typo?

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The driver of each vehicle will be given a statement after each load is delivered showing the weight of material delivered, the date, time and delivery point, identification number of Authority representative receiving the same, and the Tipping Fee. The method of collecting the Tipping Fee is specified in Section IV for each class of User, Contract Customer, Governmental Customer, Governmental Contractor, Individual User or any other person using the Authority's Disposal System.

E. Other Units of Measure

Anything herein to the contrary notwithstanding, the Authority may designate grades or categories of DSW which will be measured upon receipt by the Authority by number of units or by means other than by weight. The drivers of each vehicle delivering such grades or categories of waste will be given a statement showing the amount of material dumped, the date, time and delivery point, identification number of Authority representative receiving the same, and the Tipping Fee.

Commented [KC5]: Do we want to be able to approve different grades or categories or will it be sufficient that we review this plan every year to make changes based upon circumstance that have arisen?

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IV. CLASSES OF CUSTOMERS

A. User Rates or fees for Users shall apply to Users and any person with whom the User may contract for collection and delivery of such User's DSW to the Authority, provided the User gives the Authority written notice that such person is acting by and on behalf of the User, and provided further that the person acting for the User is required to deliver all of the User's DSW to the Authority for disposal. The User shall notify the Authority of any changes occasioned by modification or termination of its agreement with the person delivering its waste. Monthly invoices will be sent to the User (Buchanan, Dickenson, and Russell Counties) by the Authority. Any person delivering DSW for a User must furnish to the Authority evidence of insurance coverage in accordance with the requirements of Virginia law.

B. Governmental Contractor - A contractor may, during the period such contract is in effect, and upon written notice received by the Authority from the Governmental Customer, be classified as a Governmental Contractor. The Governmental Customer shall notify the Authority in writing of the estimated monthly tonnage to be delivered to the Authority by the Governmental Contractor and shall notify the Authority of any changes occasioned by modifications or termination of such contract between the Governmental Customer and the Governmental Contractor. Monthly invoices will be sent to the appropriate User by the Authority for all Governmental Customers and Governmental Contractors, and ultimate responsibility for payment to the Authority shall rest in all cases upon the User. Governmental Contractors shall furnish to the Authority evidence of insurance coverage in accordance with the requirement of the laws of the Commonwealth of Virginia.

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C. Contract Customer - Any customer of the Disposal System may apply to the Authority to be classified as a Contract Customer. Contract Customers shall furnish to the Authority evidence of insurance coverage in accordance with the requirements of the laws of the Commonwealth of Virginia and such other requirements as the Authority may specify. Any Person who delivers NPSW and PSW to the Disposal System other than a User, Governmental Customer, Governmental Contractor or Individual User shall be deemed a Contract Customer. Monthly invoices will be sent to the appropriate User by the Authority for all Contract Customers and ultimate responsibility for payment shall rest in all cases upon the Users.

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Commented [LM6]: Why would the counties be responsible for paying the charges to contract customers?

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D. Individual Users -- Unless a schedule therefore is adopted by the Authority, no fee shall be charged to Individual Users. Special Waste shall not be classified as Household Waste for the purpose of the Section, and shall be subject to handling as provided in Section III. C. of this Plan of Operation. The Authority reserves the right, in its sole discretion, to classify any Individual User who delivers non-household NPSW or PSW, or NPSW or PSW from more than one household, by means of a privately owned automobile or low-side pickup truck as a Contract User. Monthly invoices will be sent to the appropriate User by the Authority for all Individual Users and ultimate responsibility for payment shall rest in all cases upon the Uses.

Commented [KC7]: I'm not sure if this is an issue in practice, but I am slightly concerned that individuals could place obligations on the counties without their knowledge. What are your thoughts?

Commented [LM8R7]: I agree with your concern ---see language I highlighted for paragraph C on page 10.

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V. FEES

A. Fees -- Fees shall be charged in accordance with Fee Schedules adopted by the Authority in accordance with the applicable provisions of the Virginia Waste and Sewer Authorities Act and User Agreement. Fees will not necessarily be uniform among classes of customers. [The Fee Schedule is attached as Scheduled II hereto]

Commented [LM9]: Where is the fee schedule?

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B. Invoices for Services -- Invoices for service to Users, based on prior arrangements, shall be provided a monthly cycle within ten (10) days after the end of each monthly billing period. Such invoices shall reflect the total tonnage received by the Authority during the billing period from the User being invoiced, and such other information as the Authority determines to be proper. Such invoices shall be due and payable without offset on the last day of the billing period covered by the invoice. Overdue invoices shall bear interest at the rate of one and one-half per cent (1-1/2%) per month on the unpaid principal balance until paid in full.

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Commented [LM10]: Seems like a very high interest rate the Authority is charging

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VI. REVISIONS

Revisions to this Plan of Operation may be made at the sole discretion of the Authority. Notice of proposed revisions will be given by regular mail to Users, Governmental Customers, and Governmental Contractors at the address shown on the books of the Authority, and shall be posted at each Transfer Station at least ten (10) days prior to adoption of a revision by the Authority; provided that upon declaration of the existence of an emergency by the Authority, the Authority, may revise the Plan of Operation and Schedule of Fees without having provided such notice.

Commented [KC11]: Notwithstanding a formal declaration of emergency, this plan of operation shall not be amended or altered without the approval of all Users. This plan of operation shall be reviewed and approved annually by the Users. Any suggested changes by the Authority shall be provided to all Users not less than 30 days prior to the annual approval date. Revisions requested between annual reviews shall also require the Authority to provide notice to all Users 30 days prior to approval.

Commented [LM12R11]: Agree completely.

VII. CONFLICT BETWEEN THIS PLAN AND THE USER AGREEMENT

In any case of conflict between the terms or provisions of this Plan of Operation, as the same may be modified from time to time, and the terms and provisions of the User Agreement, the terms and provisions of the User Agreement shall prevail.

Adopted: _____, 2020/2018

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Russell County Health & Fitness

Membership

2019

2020

	October	November	December	January	February	March	April	May	June	July	August	Sept
Members / Class Packages	169	184	192	228	237	206	148	132	156	177	163	149
Pay Per Class	2	3	3	3	2	5	0	0	4	9	4	7
Total Engagement	171	187	195	231	239	211	148	132	160	186	167	156

Sales

Sales Month to Date *	\$398.00	\$1,069.00	\$752.00	\$1,231.50	\$1,305.75	\$890.75	\$ -	\$ -	\$ 339.00	\$1,346.25	\$542.00	\$225.00
Silver Sneakers	\$227.50	\$252.50	\$215.00	\$205.00	\$142.00	\$261.50	\$ -	\$ -	\$ -	\$92.50	\$122.50	\$124.50
Renew Acitve					\$131.20	\$172.80	\$ -	\$ -	\$ -	\$86.40	\$128.00	\$99.20
Total Sales	\$625.50	\$1,321.50	\$967.00	\$1,436.50	\$1,578.95	\$1,325.05	\$ -	\$ -	\$ 339.00	\$1,438.75	\$792.50	\$448.70

Payroll

Instructor / Trainer Payroll	\$810.00	\$1,035.00	\$990.00	\$735.00	\$1,245.00	\$1,110.00	\$300.00	\$0.00	\$240.00	\$1,005.00	\$1,065.00	\$825.00
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* Reporting from 8/25/20 to 9/28/20

* SALES NOW REFLECT CASH AND CHECKS COLLECTED BY THE FITNESS CENTER ONLY *

RUSSELL COUNTY SITE TONNAGE REPORT FOR 2020															
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	Month Avg	%
LEBANON	121.37	119.25	166.82	177.61	166.55	161.45	184.48	159.98	157.08				1414.59	157.18	15.81%
RADIO STATION	53.01	50.78	51.06	88.91	91.71	82.23	98.81	97.31	84.18				698.00	77.56	7.80%
HAMLIN	65.15	64.78	132.81	157.45	135.04	155.75	149.40	140.38	135.99				1136.75	126.31	12.71%
MOCASSIN	48.59	42.02	51.31	53.25	51.94	47.01	45.77	54.16	38.18				432.23	48.03	4.83%
DOGTOWN	60.37	73.68	78.48	111.22	85.61	90.36	88.85	92.59	78.99				760.15	84.46	8.50%
BELFAST	93.39	51.04	92.85	106.55	115.92	115.71	105.59	93.92	110.74				885.71	98.41	9.90%
BLACKFORD	48.27	28.95	54.20	81.83	59.57	62.43	76.25	56.65	66.57				534.72	59.41	5.98%
CARBO	40.48	40.33	90.01	102.68	105.82	103.46	19.36						502.14	71.73	5.61%
CLEVELAND							24.47	37.36	45.69				107.52	35.84	1.20%
FLATROCK	100.27	79.90	127.85	177.20	168.09	166.25	165.72	147.98	144.95				1278.21	142.02	14.29%
FINNEY	32.97	29.05	34.18	35.26	37.27	34.74	35.20	45.94	33.89				318.50	35.39	3.56%
SWORDSCREEK	73.47	57.73	94.08	116.05	102.34	115.49	116.07	109.99	91.22				876.44	97.38	9.80%
Total Tons	737.34	637.51	973.65	1208.01	1119.86	1134.88	1109.97	1036.26	987.48				8944.96	993.88	
2019 Tons	752.92	661.84	740.69	856.36	841.97	779.48	882.57	774.21	733.39	801.41	649.21	815.94	9289.99	774.17	
2018 Tons	684.04	622.46	730.93	789.20	865.32	783.50	811.93	851.50	703.08	785.71	758.04	688.06	9073.77	756.15	
2017 Tons	656.45	616.84	740.53	682.00	836.71	789.31	755.54	812.25	714.43	714.43	722.52	649.91	8690.92	724.24	
2016 Tons	606.64	690.79	871.51	789.44	826.49	821.73	716.31	839.51	714.30	755.01	639.35	747.31	9018.39	751.53	
2015 Tons	671.00	546.05	875.74	915.91	868.90	833.09	970.82	839.73	835.15	729.42	694.49	850.12	9630.42	802.54	