



## CUMBERLAND COUNTY BOARD OF SUPERVISORS

### Cumberland Elementary School

**June 28, 2018**

**7:00 p.m.**

- 1. Call to Order**
- 2. Roll Call**
- 3. Department of Social Services Supplemental Appropriation request (pg. 1-3) MOTION**
- 4. Public Hearings**
  - a) Rezoning (REZ) 18-03 Green Ridge Facility (pg. 4-40) **MOTION**
  - b) Conditional Use Permit (CUP) 18-06 Green Ridge Facility (pg. 41-100) **MOTION**
- 5. Adoption of Host Community Agreement – Green Ridge Recycling and Disposal Facility (pg. 101-131) **MOTION****
- 6. Adjourn – Regular Meeting – July 10, 2018**



CUMBERLAND DEPARTMENT OF SOCIAL SERVICES

ELIZABETH DONNELLY  
DIRECTOR

CYNTHIA GABLE  
KEVIN INGLE  
ROSA WOODARD  
DEBBIE KENNEL  
JERRY SEAL

TO: Vivian Giles  
County Administrator

FROM: Elizabeth Donnelly   
Director

RE: Report of Collections and 2017/2018 Budget Supplement

DATE: June 26, 2018

I am requesting that the Report of Collections totaling \$3,804.64 be reauthorized to the Cumberland Department of Social Services. Also, please find enclosed the 2017/2018 Budget Supplement reflecting \$176,101.00 that did not require additional local funding.

Enclosures

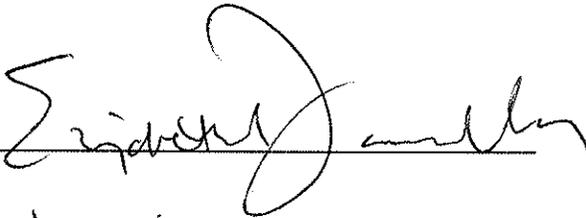
CC: Nicci Edmondston, Assistant County Administrator/Finance Director  
Lee Pfeiffer, Treasurer

*PROMOTING BETTER LIVES TO HELP BUILD A STRONGER COMMUNITY*

Cumberland Social Services  
Additional funding from State with No additional Local Match  
Fiscal Year 2017 - 2018

Date	Budget Line	Funding
6/21/2017	829	992.00
10/3/2017	861	1,550.00
12/1/2017	861	220.00
12/8/2017	812	12,000.00
12/20/2017	811	15,000.00
12/20/2017	872	20,000.00
1/19/2018	858	64,275.00
1/26/2018	862	1,264.00
2/9/2018	814	6,300.00
2/22/2018	811	20,000.00
3/20/2018	817	2,000.00
4/17/2018	811	7,000.00
4/29/2018	811	5,000.00
5/1/2018	872	5,000.00
5/12/2018	812	7,500.00
5/12/2018	811	4,000.00
5/24/2018	811	4,000.00

Total 176,101.00

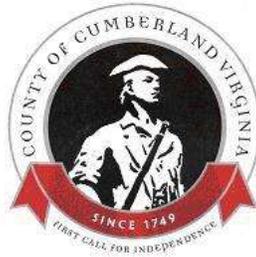
Signature: 

Date: 06/26/18

Starting Tax Year: 2200 Ending Tax Year: 2200 Starting Date: 07/01/2017 Ending Date: 04/30/2018

DATE	DEPT	CL	TICKET/SEQ.	DISTRICT	NO./NAME	TAX AMT	PEN. AMT	INT. AMT	ADJ. AMT
8/15/2017	LDSS		5280001		DEPT OF SOCIAL SERVICE	1,995.05	.00	.00	.00
9/18/2017	LDSS		5290001		DEPARTMENT OF SOCIAL S	1,517.00	.00	.00	.00
11/16/2017	LDSS		5300001		DEPARTMENT OF SOCIAL S	5.00	.00	.00	.00
11/27/2017	LDSS		5310001		DEPARTMENT OF SOCIAL S	171.06	.00	.00	.00
2/27/2018	LDSS		5320001		DEPARTMENT OF SOCIAL S	5.00	.00	.00	.00
3/19/2018	LDSS		5340001		DEPARTMENT OF SOCIAL S	10.00	.00	.00	.00
3/28/2018	LDSS		5350001		DEPARTMENT OF SOCIAL S	20.00	.00	.00	.00
4/10/2018	LDSS		5360001		DEPARTMENT OF SOCIAL S	5.00	.00	.00	.00
4/26/2018	LDSS		5380001		DEPARTMENT OF SOCIAL S	76.53	.00	.00	.00
CLASS TOTAL						3,804.64	.00	.00	.00
DEPT TOTAL						3,804.64	.00	.00	.00
FINAL TOTAL						3,804.64	.00	.00	.00
ALL ITEMS						9			

TOTAL ITEMS BY YEAR  
2200 9



**STAFF REPORT**  
**REZ 18-03**  
**Green Ridge Recycling and Disposal Facility**  
**Rezoning**  
**A-2 and R-2 to M-2**  
**Cumberland County, Virginia**  
**Board of Supervisors Public Hearing**  
**June 28, 2018**

---

**General Information:**

Processing schedule: The Planning Commission voted 4-2-1 recommending denial on June 14, 2018. The public hearing with the Board of Supervisors will be held on June 28, 2018.

**Application Information:**

Applicant: William H. Shewmake on behalf of CWV Land Acquisition, LLC and Green Ridge Recycling and Disposal Facility, LLC  
Owner(s): See attached application for owner information  
Requested Action: Conditional rezoning from A-2 and R-2 to M-2  
Location: North side of Route 60 at the Cumberland/Powhatan line including Tax Parcels 37-A-69, 44-A-20, 45-A-1, 45-A-7, 44-A-19A, 44-A-13, 44-A-14, 44-A-19, 44-A-22, 44-A-36, 45-1-41, 45-2-2A, 45-2-2B, 44-A-21, and 38-A-7  
Election District: 2  
Existing Zoning: Mostly Agricultural General, A-2 (TMP 45-1-41 is zoned both A-2 and R-2, Rural Residential)  
Proposed Zoning: M-2, Industrial  
Size: 15 parcels totaling approximately 1,143.872 acres (see attached Conceptual Facility Plan)  
Existing land uses: Undeveloped  
Comp. plan area: Mostly not in a growth area (TMP 45-1-41 is both not in a growth area and in a moderate growth area along US Route 60)  
Overlay districts: None  
Proffers: Yes (see attached)

**Surrounding Area Information:**

<u>Direction</u>	<u>Adjacent existing uses</u>	<u>Adjacent zoning</u>	<u>Adjacent Comp. Plan Area (2013)</u>
North/East	Ag/Forestal	A-2	Agricultural
South	Ag/Forestal	A-2/R-2	Moderate Intensity / Agricultural
West	Ag/Forestal/ Limited Residential	A-2	Agricultural

**Summary of Request and Background Information:**

The subject property is comprised of 15 tax parcels of undeveloped land north of U.S. Route 60, near the Powhatan/Cumberland line. Surrounding properties are primarily forested or agricultural with a few single family residential homes.

The applicant is requesting a rezoning to M-2, Industrial, for the purpose of developing a recycling and waste disposal facility.

**Consistency with the 2013 Comprehensive Plan:**

The proposed use falls within a Moderate Density growth area along the U.S. Route 60 corridor as well as undesignated/agricultural land north of the corridor as shown on the Future Land Use Map of the 2013 Comprehensive Plan.

**Land Use Categories**

**Rural/Agricultural Areas**

Recognizing that one of its richest assets is agricultural, forestal and rural lands, Cumberland wants to protect these areas and natural resources and to ensure that a rural quality of life is maintained. By limiting subdivisions and suburban style growth in these areas, agricultural and forestal production may continue as well as the conservation of natural and historic resources. Land conservation tools such as conservation easements, PDR programs and other tax incentive programs, may be used to encourage minimal development in these areas. Currently, 76,693 acres are in land use.

**US Route 60 Corridor**

Due to infrastructure and traffic patterns along US Route 60 ... this area would be well suited to multiple types of development including mixed use, residential, commercial and industrial. The Cumberland Business Park on Poor House Road offers industrial sites and the future Cumberland landfill site also has industrial land available. Both areas offer opportunities for industrial and manufacturing businesses *to locate in the county along the US Route 60 corridor and in close proximity to county services and existing infrastructure.*

**Industrial Areas**

These areas will have a concentration of industry and heavy commercial businesses that may not be compatible with business and residential districts or mixed-use. These areas will be designated with careful consideration to transportation routes, infrastructure and impact on the natural environment and existing communities. Where possible, multiple industrial uses will be concentrated on the same or adjacent properties. The County will continue to look for areas that can serve as a hub of light industrial and commercial activities, such as near the Farmville Airport and in other areas that best meet the County's interests and goals. *One possible industrial land use is a proposed landfill, adjacent to the US Route 60 corridor in the eastern end of the County.*

## *Goals and Objectives*

The following goals, objectives and policies of the 2013 Comprehensive Plan would be achieved by the proposed rezoning:

**Natural Resources:** It is the goal of this comprehensive plan to preserve and effectively manage the natural resources of Cumberland County for the benefit of current and future citizens of Cumberland County.

**Objective 1:** Maintain the rural character of the County through the preservation of Cumberland County's scenic, agricultural and natural resources for the optimal benefit of current and future citizens.

**Objective 2:** Preserve, protect and develop Cumberland County's ground and surface water resources for the use and enjoyment of current and future citizens.

**Objective 3:** Preserve Cumberland County's high air quality for the use and enjoyment of current and future citizens.

**Policies:**

- a. Require existing and future industries to minimize or eliminate any air, water, dust, odor or noise pollution that may be detrimental to other nearby land uses and planting of native vegetation and trees.
- b. Amend county ordinances, regulations and policies to accommodate alternative forms of energy such as small scale residential wind turbines, solar panels and other technologies.

**Land Use:** It is the goal of this comprehensive plan to promote the wise and efficient utilization of lands within Cumberland to result in the sustainability of land resources and harmonious development of lands to serve the divergent interests and needs of the citizens of Cumberland County.

**Objective 1:** Through effective zoning, regulate future development to protect existing land use patterns within Cumberland County.

**Policies:**

- a. Provide adequate transition zones between developments of higher intensity and developments of lower intensity so that developments of lower intensity are not unduly harmed.
- b. Provide appropriate buffer areas between dissimilar and incompatible land uses to minimize unwanted adverse impacts on either use.
- c. Provide adequate zoning setbacks.

**Objective 2:** Through effective zoning, define appropriate areas; in size, shape and location, to accommodate anticipated future development needs within Cumberland County.

**Policies:**

- a. Set aside appropriate lands in the County's zoning map for commercial and industrial development, with the balance being reserved for residential and agricultural (including forestry).

- b. Locate commercially and industrially zoned lands based on appropriate planning criteria including availability of utilities, vehicular accessibility, traffic volume counts, adjacent land uses, likely impacts on adjacent land uses and other environmental factors.

**Economic Development: It is the goal of this plan to encourage the creation of appropriate economic opportunity for current and future citizens of Cumberland County.**

**Objective 1:** Encourage the overall strengthening and diversification of the economic base of Cumberland County to provide a sound tax base and to support the provision of needed public services.

**Consistency with the Zoning Ordinance:**

**Sec. 74-581. - Statement of intent.**

The primary purpose of the M-2 district is to establish an area where the principal use of land is for heavy commercial and industrial operations, which may create some nuisance, and which are not properly associated with nor particularly compatible with residential, institutional and neighborhood commercial service establishments. The specific intent of this district is to:

- (1) Encourage the construction of and the continued use of the land for heavy commercial and industrial purposes;
- (2) Prohibit residential and supporting business use of the land; and
- (3) Prohibit any other use which would substantially interfere with the development, continuation or expansion of commercial and industrial uses of the district.

The proposed use of the subject property is compatible with the intent of the M-2 zoning district. Further, the applicant's first proffer limits the permitted uses to only those enumerated in the proffer that are associated with the primary use.

**Proffered Conditions**

1. The permitted uses of the Property include the operation of a sanitary landfill (the Landfill), authorized to accept municipal solid waste, institutional waste, certain industrial wastes, approved special waste, and construction demolition debris as defined pursuant to the Virginia Waste Management Act ("Act") (Va. Code § 10.1-1400 et seq. and Virginia Solid Waste Management regulations (9VAC20-81) ("Regulations"). Permitted related and accessory uses to the Landfill, include, without limitation, borrow areas, soil stockpiles, scales and scale house, office, maintenance facility, leachate management system, gas management system including beneficial usage, stormwater management system, trailer storage, parking, convenience center and recycling facilities, storage, transfer stations, composting operations, fuel storage, and equipment storage. Additional permitted uses also include gas collection, generation, and sales, power plants related to the generation and conversion of gas from the Landfill, hydroponics and greenhouses (including for wholesale and retail sale). All other uses that are not related or accessory to the above uses that are allowed as a matter of right in an M-2 zoning district are excluded.
2. Any relocation of Route 654 or 685, as generally shown on the master plan is subject to review and approval by VDOT and subject to any conditions or requirements of VDOT. Any such relocation and improvements shall be at the expense of the Owner.

If approved as part of the conditional rezoning, these proffers are legally binding and enforceable.

**Public Notification:**

Notice was published in the Farmville Herald on June 1 and 8, 2018.

Adjacent notice for the Planning Commission public hearing was sent by certified mail to adjacent property owners on June 1, 2018.

**Public Input:**

As of the date of this report's drafting, a number of inquiries have been made by the public with a few expressing opposition to the project.

A public meeting is scheduled for June 7, 2018 to discuss the project and receive public input prior to the Planning Commission public hearing scheduled for June 14, 2018.

**Conclusion:**

The requested action is consistent with the Comprehensive Plan goals, objective and policies as cited herein, as well as the Zoning Ordinance and is supportive of the County's plans to provide for and encourage economic development opportunities. The project's location, buffers, and other proposed conditions sufficiently mitigate the adverse impacts associated with the use. The proffers proposed as part of this conditional rezoning are directly related to the proposed use and further advance the County's interests in limiting the use of the property to the proposed use and listed associated uses, but no other permitted M-2 uses. Public road improvements are also proffered that will benefit the project as well as improve the alignment and conditions of existing state secondary roads as approved by VDOT.

**Recommendation:**

Staff recommends approval of the conditional rezoning with the proffers as set forth by the applicant.

Respectfully submitted by:

Darren K. Coffey, AICP, Planning Consultant  
(in consultation with JP Duncan, Planning Director)

Attachments:

- Exhibit A – Green Ridge REZ Application
- Exhibit B – Traffic Impact Statement



COMMONWEALTH OF VIRGINIA  
COUNTY OF CUMBERLAND

Internal Use Only  
FILE # \_\_\_\_\_ STAFF  
RECEIVED 5/25/18  
COMPLETED \_\_\_\_\_  
FEE/CK. # \_\_\_\_\_  
RECEIPT # 416 448

**Application for Change in Zoning**

(A.K.A. Rezoning/Zoning Map Amendment)

Last revised 12/20/17

Form must be completed in ink, Pencil will not be accepted.

**NOTES:** REZONINGS MAY REQUIRE A TRAFFIC IMPACT ANALYSIS IN COMPLIANCE WITH STATE LAW. If required, the subdivision application will not be deemed complete until such analysis has been prepared and submitted. For more information, please obtain an information packet prepared by county staff and available in the Planning Dept. entitled, "Traffic Impact Analysis Information." Please contact the Planning Dept. with any questions.

The application fee associated with a rezoning application is directly associated with meeting the specific legal advertisement and public notification requirements required by state law. Such application fee has been the same amount for over 10 years.

Project/Development Name (how should we refer to this application?):

Green Ridge Recycling and Disposal Facility

Describe the change of zoning being requested (i.e. how are proposing to amend the zoning map?):

Change zoning from A-2 and R-2 to M-2

Address/ Location: Undeveloped land, located North of Route 60, near Powhatan line

Current Zoning: A-2, with Tax Map Parcel: 45-1-41 Zoned A-2 and R-2

Tax Map Parcel(s): See Attached

Election District: Election District 2

Are you submitting proffers with this application? If so, attach proffer(s).	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is this an amendment to an existing zoning application or to any existing zoning conditions? If so, provide copy of items to be amended.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are you proffering a site/design plan with this application? If so, attach plan(s).	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is a Traffic Impact Analysis (TIA) required for this request? If so, attach TIA. See TIA info sheet and checklist for more information.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is an amendment to the subdivision or zoning ordinance also proposed as part of the rezoning application? If so, complete and attach the Code Amendment application.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Contact Person (who should we call/write concerning this project?): William H. Shewmake

LeClairRyan PLLC

Address: 919 East Main Street, Twenty-Fourth Floor City: Richmond State: Virginia Zip: 23219

Cumberland County Department of Planning & Zoning  
♦ PO Box 110 ♦ Cumberland, VA 23040 ♦ 804-492-3520 ♦ Fax – 804-492-9224

Daytime Phone: ( 804 ) 783-7595 Fax #: ( 804 ) 783-7695 Email: william.shewmake@leclairryan.com

**Owner of Record** (who currently owns the property?): See Attached

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Daytime Phone: ( \_\_\_\_ ) \_\_\_\_\_ Fax #: ( \_\_\_\_ ) \_\_\_\_\_ Email: \_\_\_\_\_

**Applicant** (who is the contact person representing?): William H. Shewmake, Esquire on behalf of  
CWV Land Acquisition, LLC and Green Ridge Recycling and Disposal Facility, LLC

Address: 919 East Main Street, Twenty-Fourth Floor City: Richmond State: Virginia Zip: 23219

Daytime Phone: ( 804 ) 783-7595 Fax #: ( 804 ) 783-7695 Email: william.shewmake@leclairryan.com

Does the owner of this property own (or have any ownership interest) in any abutting property? If yes, please list those tax map parcel numbers. 31-A-1, 45-1-40

Section 15.2-2284 of the Code of Virginia states that, "Zoning ordinances and districts shall be drawn and applied with reasonable consideration for the existing use and character of property, the comprehensive plan, the suitability of property for various uses, the trends of growth or change, the current and future requirements of the community as to land for various purposes as determined by population and economic studies and other studies, the transportation requirements of the community, the requirements for airports, housing, schools, parks, playgrounds, recreation areas and other public services, the conservation of natural resources, the preservation of flood plains, the preservation of agricultural and forestal land, the conservation of properties and their values and the encouragement of the most appropriate use of land throughout the locality."

The items that follow will be reviewed by the staff in their analysis of your request. Please complete this form and provide additional information which will assist the County in its review of you request. If you need assistance filling out these items, staff is available.

**What public need or benefit does this rezoning serve?**

The rezoning, along with a companion conditional use permit, will allow the design, construction, and operation of a sanitary landfill with associated uses as defined and described in more detail in the attached proffered conditions. Among other things, the rezoning would also allow a convenience center and recycling facility that County residents and County government can use free of charge, and at some point, the site will also have a facility that converts gas from the landfill into electricity and other types of power. The County will benefit from the substantial revenues that the County will receive in the form of host fees, taxes, and gas royalties, as well as a substantial cost savings to the County and its residents in connection with the convenience center and recycling facility. The landfill will also provide a number of well paid jobs to local residents. The applicant estimates that revenue to the County will range between 1.2-2.8 million dollars annually, which will be annually adjusted for inflation after year four. The landfill and the energy generation plant will also encourage business and industry growth in the County because of the competitive advantages Cumberland County will enjoy by virtue of the proximity of the landfill and the energy generated by the power plant.



Describe your request in detail including why you are requesting this particular zoning

**district and it's compliance with the comprehensive plan:** In order to operate a landfill and associated uses, the property must be zoned M-2 with a Conditional Use Permit. See the previous responses. Moreover, the project is fully consistent with the comprehensive plan. The landfill is not located in an area that is designated for higher residential use. Moreover, it is in the general area where another property was originally zoned for a landfill, but that property can no longer be used for that purpose. In addition, the comprehensive plan emphasizes the need to increase the tax base and promote business and industry. The Green Ridge project should increase the County's annual revenue by at least 10-20 percent, and will provide a number of well-paying jobs to County residents that will average at least \$60,000 a year plus full benefits. The facility is strategically located off Route 60 and the landfill and gas conversion plant will encourage business and industry to locate in Cumberland.

If you would like to proffer any restrictions on the development of the property, please list these proffers on an attachment in a form acceptable to the County. Proffers are voluntary offers to use property in a more restrictive way than the overall zoning district classification would allow. By State Code, proffers must have a reasonable relationship to the rezoning and are not mandatory. The rezoning must give rise to the need for the proffers; the proffers must be related to the physical development or physical operation of the property; and the proffers must be in conformity with the Comprehensive Plan.

Are there any liens against the property?  YES  NO (If Yes, please list them below:)

Metropolitan Life Insurance Company

Tax Map Parcels 45-A-7, 45-A-1, 44-A-20, and 37-A-69

**Attachments Required** – provide two (2) copies of each:

1. *Recorded plat or boundary survey of the property requested for the rezoning.* If there is no recorded plat or boundary survey, please provide legal description of the property and the Deed Book and page number or Plat Book and page number.

Note: If you are requesting a rezoning for a portion of the property, it needs to be described or delineation on a copy of the plat or surveyed drawing.

2. *Ownership information* – If ownership of the property is in the name of any type of legal entity or organization including, but not limited to, the name of a corporation, partnership or association, or in the name of a trust, or in a fictitious name, a document acceptable to the County must be submitted certifying that the person signing below has the authority to do so.

**If the applicant is a contract purchaser or an agent of the owner, an owner/agent agreement must be attached (ask staff for form if needed).**

**Owner/ Applicant Must Read and Sign**

I hereby certify that I own the subject property, or have the legal power to act on behalf of the owner in filing this application. I also certify that the information provided on this application and accompanying information is accurate, true, and correct to the best of my knowledge.

William H. Shewmake, Esquire

Print Name of Owner/ Applicant

5-25-18

Date



(804) 783-7595

Signature of Owner/ Applicant

Daytime Phone # of Signatory

**The below is to only be completed by County staff.**

**Rezoning Package Completeness Review:** I have reviewed the rezoning package and find it to complete. If the scope of the rezoning request is such that a traffic impact analysis is required, such rezoning package shall include a completed TIA and applicable fee. A complete rezoning package will contain this completed application, proffers (if proposed), TIA (if required), plan of development, county application fee and VDOT TIA fee (if TIA required).

By signing the below, County staff is stating the rezoning package is complete; it does not and should not imply any approval or denial of the request.



Signature of Zoning Administrator

5/25/18

Date

**PROPERTY OWNERS AND TAX MAP PARCELS  
FOR CHANGE IN ZONING AND CONDITIONAL USE PERMIT**

OWNER'S NAME(S)	TAX MAP PARCEL NUMBER(S)	OWNER'S ADDRESS
American Timberland, LLC	37-A-69, 44-A-20, 45-A-1, 45-A-7	c/o Phillip Weigel BTG Pactual 647 Timberline Drive Henrico, North Carolina 27842
Aaron Carlisle, Jr.	44-A-19-A	16 Kings Point Drive Hampton, Virginia 23669
CWV Land Acquisition, LLC	44-A-13, 44-A-14, 44-A-19, 44-A-22, 44-A-36	c/o Jerry S. Cifor 4 Enterprise Avenue Clifton Park, New York 12065
Ellis M. Palmore Lumber, INC	45-1-41	c/o Robert M. Palmore 2575 Ballsville Road Powhatan, Virginia 23139
John H. Wick, III	45-2-2-A, 45-2-2-B	302 Virginia Avenue Richmond, Virginia 23226

OWNER'S NAME(S)	TAX MAP PARCEL NUMBER(S)	OWNER'S ADDRESS
John H. Wick, III and Mary R. Wick	44-A-21	302 Virginia Avenue Richmond, Virginia 23226
Curtis Franklin Marion	38-A-7	663 Anderson Highway Cumberland, Virginia 2304

## PROFFERED CONDITIONS

1. The permitted uses of the Property include the operation of a sanitary landfill (the Landfill), authorized to accept municipal solid waste, institutional waste, certain industrial wastes, approved special waste, and construction demolition debris as defined pursuant to the Virginia Waste Management Act ("Act") (Va. Code § 10.1-1400 *et seq.* and Virginia Solid Waste Management regulations (9VAC20-81) ("Regulations"). Permitted related and accessory uses to the Landfill, include, without limitation, borrow areas, soil stockpiles, scales and scale house, office, maintenance facility, leachate management system, gas management system including beneficial usage, stormwater management system, trailer storage, parking, convenience center and recycling facilities, storage, transfer stations, composting operations, fuel storage, and equipment storage. Additional permitted uses also include gas collection, generation, and sales, power plants related to the generation and conversion of gas from the Landfill, hydroponics and greenhouses (including for wholesale and retail sale). All other uses that are not related or accessory to the above uses that are allowed as a matter of right in an M-2 zoning district are excluded.
2. Any relocation of Route 654 or 685, as generally shown on the master plan is subject to review and approval by VDOT and subject to any conditions or requirements of VDOT. Any such relocation and improvements shall be at the expense of the Owner.

Date: May 25, 2018

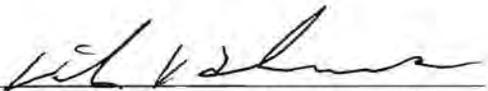
By: \_\_\_\_\_

  
William H. Shewmake, Agent For  
Owners By Limited Power Of Attorney

## PROFFERED CONDITIONS

1. The permitted uses of the Property include the operation of a sanitary landfill (the Landfill), authorized to accept municipal solid waste, institutional waste, certain industrial wastes, approved special waste, and construction demolition debris as defined pursuant to the Virginia Waste Management Act ("Act") (Va. Code § 10.1-1400 *et seq.* and Virginia Solid Waste Management regulations (9VAC20-81) ("Regulations"). Permitted related and accessory uses to the Landfill, include, without limitation, borrow areas, soil stockpiles, scales and scale house, office, maintenance facility, leachate management system, gas management system including beneficial usage, stormwater management system, trailer storage, parking, convenience center and recycling facilities, storage, transfer stations, composting operations, fuel storage, and equipment storage. Additional permitted uses also include gas collection, generation, and sales, power plants related to the generation and conversion of gas from the Landfill, hydroponics and greenhouses (including for wholesale and retail sale). All other uses that are not related or accessory to the above uses that are allowed as a matter of right in an M-2 zoning district are excluded.
2. Any relocation of Route 654 or 685, as generally shown on the master plan is subject to review and approval by VDOT and subject to any conditions or requirements of VDOT. Any such relocation and improvements shall be at the expense of the Owner.

Date: May 25, 2018

By:   
William H. Shewmake, Agent For  
Owners By Limited Power Of Attorney



**LIMITED POWER OF ATTORNEY**

American Timberland, LLC, is the owner of real property located in Cumberland County, Virginia, with Tax ID Numbers 45-A-7, 37-A-69, 44-A-20 and 45-A-1 (the "Property").

William H. Shewmake, Esquire, is counsel for CWV Land Acquisition, LLC and its affiliate Green Ridge Recycling and Disposal Facility, LLC, and pursuant to paragraph 10(a) of the Agreement of Sale between American Timberland, LLC and CWV Land Acquisitions, LLC, signed by the parties on September 20, 2017, American Timberland, LLC hereby nominates and appoints William H. Shewmake, LeClairRyan PLLC, 919 East Main Street, Twenty-Fourth Floor, Richmond, Virginia 23219, to act as American Timberland, LLC's true and lawful attorney-in-fact with authority to execute and to file any zoning applications, conditional use permit applications, proffered conditions, variances, special exceptions, conditional uses, amendments, and any other such associated documents relating to the Property, and to take any other actions in connection with and relating to, obtaining a conditional use permit, conditional use, or special exception for, or a rezoning of, the Property. This limited power of attorney is valid for a period of one (1) year after the execution of this limited power of attorney or upon its written termination that is delivered to the Planning Director for Cumberland County, Virginia, with a copy to William H. Shewmake.

AMERICAN TIMBERLAND, LLC

By: Philip Weigel

Its: MANAGER, BT&PACTUAL ASSET MANAGEMENT US, LLC

STATE/~~COMMONWEALTH~~ OF North Carolina

COUNTY/CITY OF WARREN, to-wit:

The foregoing instrument was acknowledged before me Jackie C Halls this 18<sup>th</sup> day of May, 2018 by Philip Weigel of American Timberland, LLC, a Delaware limited liability company, on behalf of the company.

Jackie C Halls

Notary Public

Registration No. N/A  
My commission Expires: 06-13-2019

JACKIE C HALLS  
NOTARY PUBLIC  
WARREN COUNTY, NC  
My Commission Expires 6-13-2019

**LIMITED POWER OF ATTORNEY**

I, Aaron Carlisle, Jr., am the owner of real property located in Cumberland County, Virginia, with Tax ID Numbers 44-A-19-A (the "Property").

I hereby nominate and appoint William H. Shewmake to act as my/our true and lawful attorney-in-fact with authority to file any zoning applications, conditional use permits, proffered conditions, variances, special exceptions, conditional uses, amendments, or any other associated documents relating to the Property, and to take any other actions in connection with and relating to, obtaining a conditional use permit, conditional use, or special exception for, or a rezoning of, the Property. This limited power of attorney is valid for a period of one (1) year after the execution of this limited power of attorney or upon its written termination that is delivered to the Planning Director for Cumberland County, Virginia, with a copy to William H. Shewmake.

Signature: *Aaron Carlisle, Jr.*

Printed Name: Aaron Carlisle, Jr.

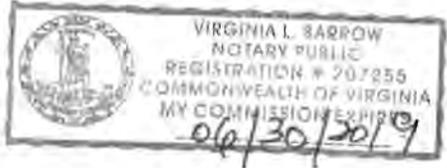
COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Newport News, to-wit:

The foregoing instrument was acknowledged before me May this 9 day of April, 2018 by AARON CARLISLE

*Virginia L Barrow*  
Notary Public

Registration No.: 207255  
My commission Expires: 06/30/19



**LIMITED POWER OF ATTORNEY**

CWV Land Acquisition, LLC, is the owner of real property located in Cumberland County, Virginia, with Tax ID Numbers 44-A-36, 44-A-13, 44-A-14, 44-A-22, 44-A-19 (the "Property")..

CWV Land Acquisition, LLC hereby nominates and appoints William H. Shewmake to act as its true and lawful attorney-in-fact with authority to file any zoning applications, conditional use permits, proffered conditions, variances, special exceptions, conditional uses, amendments, or any other associated documents relating to the Property, and to take any other actions in connection with and relating to, obtaining a conditional use permit, conditional use, or special exception for, or a rezoning of, the Property. This limited power of attorney is valid for a period of one (1) year after the execution of this limited power of attorney or upon its written termination that is delivered to the Planning Director for Cumberland County, Virginia, with a copy to William H. Shewmake.

CWV LAND ACQUISITION, LLC

By: Jerry S. Cifor  
Its: W. Manager

STATE/COMMONWEALTH OF New York

COUNTY/CITY OF Saratoga, to-wit:

The foregoing instrument was acknowledged before me Bridget Cotugno this 21 day of May, 2018 by Jerry S. Cifor of CWV Land Acquisition, LLC, a Virginia limited liability company, on behalf of the company.

Bridget Cotugno  
Notary Public

Registration No. 01C0499 0274  
My commission Expires: 12/30/21

BRIDGET COTUGNO  
Notary Public, State of New York  
No. 01CO4990274  
Qualified in Saratoga County  
Commission Expires Dec. 30, 2021  
21

**LIMITED POWER OF ATTORNEY**

Ellis M. Palmore Lumber, INC, is the owner of real property located in Cumberland County, Virginia, with Tax ID Numbers 45-1-41 and 45-1-40 (the "Property").

Ellis M. Palmore Lumber, INC hereby nominates and appoints William H. Shewmake to act as its true and lawful attorney-in-fact with authority to file any zoning applications, conditional use permits, proffered conditions, variances, special exceptions, conditional uses, amendments, or any other associated documents relating to the Property, and to take any other actions in connection with and relating to, obtaining a conditional use permit, conditional use, or special exception for, or a rezoning of, the Property. This limited power of attorney is valid for a period of one (1) year after the execution of this limited power of attorney or upon its written termination that is delivered to the Planning Director for Cumberland County, Virginia, with a copy to William H. Shewmake.

Ellis M. Palmore Lumber, INC

By: Robert M. Palmer

Its: President

STATE/COMMONWEALTH OF Virginia

COUNTY/CITY OF Chesapeake, to-wit:

The foregoing instrument was acknowledged before me Jessica McDonald this 17<sup>th</sup> day of ~~April~~ MAY, 2018 by Robert M. Palmer of Ellis M. Palmore Lumber, INC, a \_\_\_\_\_ limited liability company, on behalf of the company.

Jessica McDonald  
Notary Public

Registration No. 7680364  
My commission Expires: 11.30.2020

**Jessica N. McDonald**  
Notary Public  
Commission #: 7680364  
Commonwealth of Virginia  
My Commission Expires Nov.30, 2020

Ellis M. Palmore Lumber, INC

By: Paul E. Pal

Its: Vice President

STATE/Commonwealth of Virginia

COUNTY/CITY OF Questedah, to-wit:

The foregoing instrument was acknowledged before me Jessica McDonald this 17<sup>th</sup> day of ~~April~~ <sup>MAY</sup>, 2018 by DAVID E. PALMER of Ellis M. Palmore Lumber, INC, a \_\_\_\_\_ limited liability company, on behalf of the company.

Jessica McDonald

Notary Public  
**Jessica N. McDonald**  
Notary Public  
Commission #: 7680364  
Commonwealth of Virginia  
My Commission Expires Nov.30, 2020

Registration No. 7680364  
My commission Expires: 11.30.2020

**LIMITED POWER OF ATTORNEY**

Green Ridge Recycling and Disposal Facility, LLC, hereby nominates and appoints William H. Shewmake to act as its true and lawful attorney-in-fact with authority to file any zoning applications, conditional use permits, proffered conditions, variances, special exceptions, conditional uses, amendments, or any other associated documents relating to any real property located in Cumberland County, Virginia, and to take any other actions in connection with and relating to, obtaining a conditional use permit, conditional use, or special exception for, or a rezoning of, such real property. This limited power of attorney is valid for a period of one (1) year after the execution of this limited power of attorney or upon its written termination that is delivered to the Planning Director for Cumberland County, Virginia, with a copy to William H. Shewmake.

GREEN RIDGE RECYCLING AND DISPOSAL FACILITY, LLC

By: [Signature]  
Printed Name: Jerry S. Cifer  
Its: Manager

STATE OF New York

COUNTY/CITY OF Saratoga, to-wit:

The foregoing instrument was acknowledged before me Bridget Cotugno this 18 day of May, 2018 by Jerry S. Cifer of Green Ridge Recycling and Disposal Facility, LLC, a Virginia limited liability company, on behalf of the company.

[Signature]  
Notary Public

Registration No. 01CO 4990274  
My commission Expires: 12/30/2021

BRIDGET COTUGNO  
Notary Public, State of New York  
No. 01CO4990274  
Qualified in Saratoga County  
Commission Expires Dec. 30, 2021

**LIMITED POWER OF ATTORNEY**

I, Curtis Franklin Marion, am the owner of real property located in Cumberland County, Virginia, with Tax ID Numbers 38-A-7 (the "Property").

I hereby nominate and appoint William H. Shewmake to act as my/our true and lawful attorney-in-fact with authority to file any zoning applications, conditional use permits, proffered conditions, variances, special exceptions, conditional uses, amendments, or any other associated documents relating to the Property, and to take any other actions in connection with and relating to, obtaining a conditional use permit, conditional use, or special exception for, or a rezoning of, the Property. This limited power of attorney is valid for a period of one (1) year after the execution of this limited power of attorney or upon its written termination that is delivered to the Planning Director for Cumberland County, Virginia, with a copy to William H. Shewmake.

Signature: Curtis Franklin Marion

Printed Name: Curtis Franklin Marion

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Cumberland, to-wit:

The foregoing instrument was acknowledged before me Stephanie M. Marion this 15<sup>th</sup> day of May, 2018 by Curtis Franklin Marion.

Stephanie M. Marion  
Notary Public

Registration No.: 7578157  
My commission Expires: 11/30/2021



**LIMITED POWER OF ATTORNEY**

I, JOHN H. WICK III, is the owner of real property located in Cumberland County, Virginia, with Tax ID Numbers: 45-2-2-A and 45-2-2-B (the "Property").

I hereby nominate and appoint William H. Shewmake to act as my true and lawful attorney-in-fact with authority to file any zoning applications, conditional use permits, proffered conditions, variances, special exceptions, conditional uses, amendments, or any other associated documents relating to the Property, and to take any other actions in connection with and relating to, obtaining a conditional use permit, conditional use, or special exception for, or a rezoning of, the Property. This limited power of attorney is valid for a period of one (1) year after the execution of this limited power of attorney or upon its written termination that is delivered to the Planning Director for Cumberland County, Virginia, with a copy to William H. Shewmake.

Signature: *John H. Wick III*  
Printed Name: John H. Wick III

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Henrico, to-wit:

The foregoing instrument was acknowledged before me on this 1<sup>st</sup> day of May, 2018 by Melissa A. DeLue

*Melissa A. DeLue*  
Notary Public

Registration No.: 240029  
My commission Expires: Jan 31, 2020



**LIMITED POWER OF ATTORNEY**

We, John H. Wick III and Mary R. Wick, are the owner(s) of real property located in Cumberland County, Virginia, with Tax ID Number 44-A-21 (the "Property").

We hereby nominate and appoint William H. Shewmake to act as my/our true and lawful attorney-in-fact with authority to file any zoning applications, conditional use permits, proffered conditions, variances, special exceptions, conditional uses, amendments, or any other associated documents relating to the Property, and to take any other actions in connection with and relating to, obtaining a conditional use permit, conditional use, or special exception for, or a rezoning of, the Property. This limited power of attorney is valid for a period of one (1) year after the execution of this limited power of attorney or upon its written termination that is delivered to the Planning Director for Cumberland County, Virginia, with a copy to William H. Shewmake.

Signature: *John H. Wick III*

Printed Name: John H. Wick III

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Henrico, to-wit:

The foregoing instrument was acknowledged before me on this 1<sup>st</sup> day of May, 2018 by Melissa A. DeLue

*Melissa A. DeLue*  
Notary Public

Registration No.: 240029  
My commission Expires: Jan 31, 2020



Signature: Mary R. Wick

Printed Name: Mary R. Wick

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Henrico, to-wit:

The foregoing instrument was acknowledged before me on this 1<sup>st</sup> day of May, 2018 by Melissa A. DeLue

Melissa A. DeLue  
Notary Public

Registration No.: 240029  
My commission Expires: Jan. 31, 2020

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me \_\_\_\_\_ this \_\_\_\_ day of April, 2018 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Registration No.: \_\_\_\_\_  
My commission Expires: \_\_\_\_\_



June 4, 2018

Harley Joseph Jr., PE  
District Transportation & Land Use Director  
4129 Campbell Avenue  
Lynchburg, Virginia 24501  
434-856-8179  
[Harley.Joseph@VDOT.Virginia.gov](mailto:Harley.Joseph@VDOT.Virginia.gov)

RE: Local traffic impact statement for proposed landfill, Cumberland County, VA  
(DAVENPORT Project Number 183002)

Mr. Joseph,

We have reviewed the transportation impacts of the proposed landfill site to be located on the north side of Route 60 in eastern Cumberland County, Virginia. This memorandum summarizes the proposed site, its transportation-related impacts, and proposed improvements to accommodate future traffic.

### Site Description

The proposed landfill site is located on the north side of Route 60 in eastern Cumberland County. Access to the landfill will be served by one (1) proposed access on Route 60 (Anderson Highway) approximately 1600 feet east of Route 606 (Blenheim Road). This site access is located approximately 1,075 feet west of the Powhatan / Cumberland County border.

Existing Routes 654 and 685 currently run through the site and provide access to several homes located near the site. These routes will not be used by landfill operations. A section of these routes is proposed to be relocated in order to provide area for the southern cell of the landfill. This is conceptually shown in the site exhibit which follows.

### Trip Generation

Table 1 on the following page summarizes the trip generation potential for this site. Based on information from the developer, landfill operations can be divided into two categories: nighttime and daytime activities.

The hauling of regional waste by large semi-trailer type trucks will be mostly during the nighttime hours of 6 pm to midnight or after. The projected daily tonnage to be delivered to the site is 3,000 to 5,000 tons. Based on an approximate truck capacity of 20 tons per truck, this represents a maximum of 250 truckloads per night, or approximately 42 trucks per hour. It is anticipated that upwards of 85% of truckloads will come from population centers located to the east of the site via Route 60.

Daytime landfill activity will be mostly local garbage trucks (primarily curbside pickup vehicles) and County citizens. It is estimated that up to 15 truckloads per hour may occur between approximately 7 am and 6 pm. Local trucking will be primarily from the west (80%), with the remainder coming from the east. Cumberland County citizens will also be able to drop off trash at a designated station on the site. Currently, there are three (3) other convenience centers in the County (Madison, Randolph, and Hamilton convenience centers).

Approximately 15 employees may be on site during the daytime hours. Also, construction will periodically occur on site in order to prepare new sub-cells. This will occur approximately every

Richmond Office:  
16003 Continental Boulevard  
South Chesterfield, VA 23834  
Main: 804.554.0911; Fax: 336.458.9377

Serving the Southeast since 2002



other year, with potentially 15 construction workers on site. During the nighttime hours, approximately 5 employees may be on site. Finally, up to three vendors per day to the site may be expected.

The resulting trip generation numbers are shown in Table 1 below. These numbers reflect a conservative estimate of peak hour trips in order to give a worst-case scenario.

Average Weekday Driveway Volumes		24 Hour	AM Peak Hour		PM Peak Hour	
		Two-Way	Enter	Exit	Enter	Exit
Land Use	Component	Volume	Enter	Exit	Enter	Exit
Landfill	Regional trash hauling: Night-time operation 6 pm to midnight or after, up to 250 trucks	500	0	0	60	60
	Local daytime trucks: Up to 15 trucks per hour during daytime hours	360	15	15	15	15
	Local residents (convenience center): Approximately 4 per hour	88	4	4	4	4
	Employees: Approximately 15 daytime, 5 nighttime, 15 during construction	70	30	0	0	30
	Vendors: Up to 3 per day	6	1	1	1	1
Total Trips		1,044	50	20	80	110

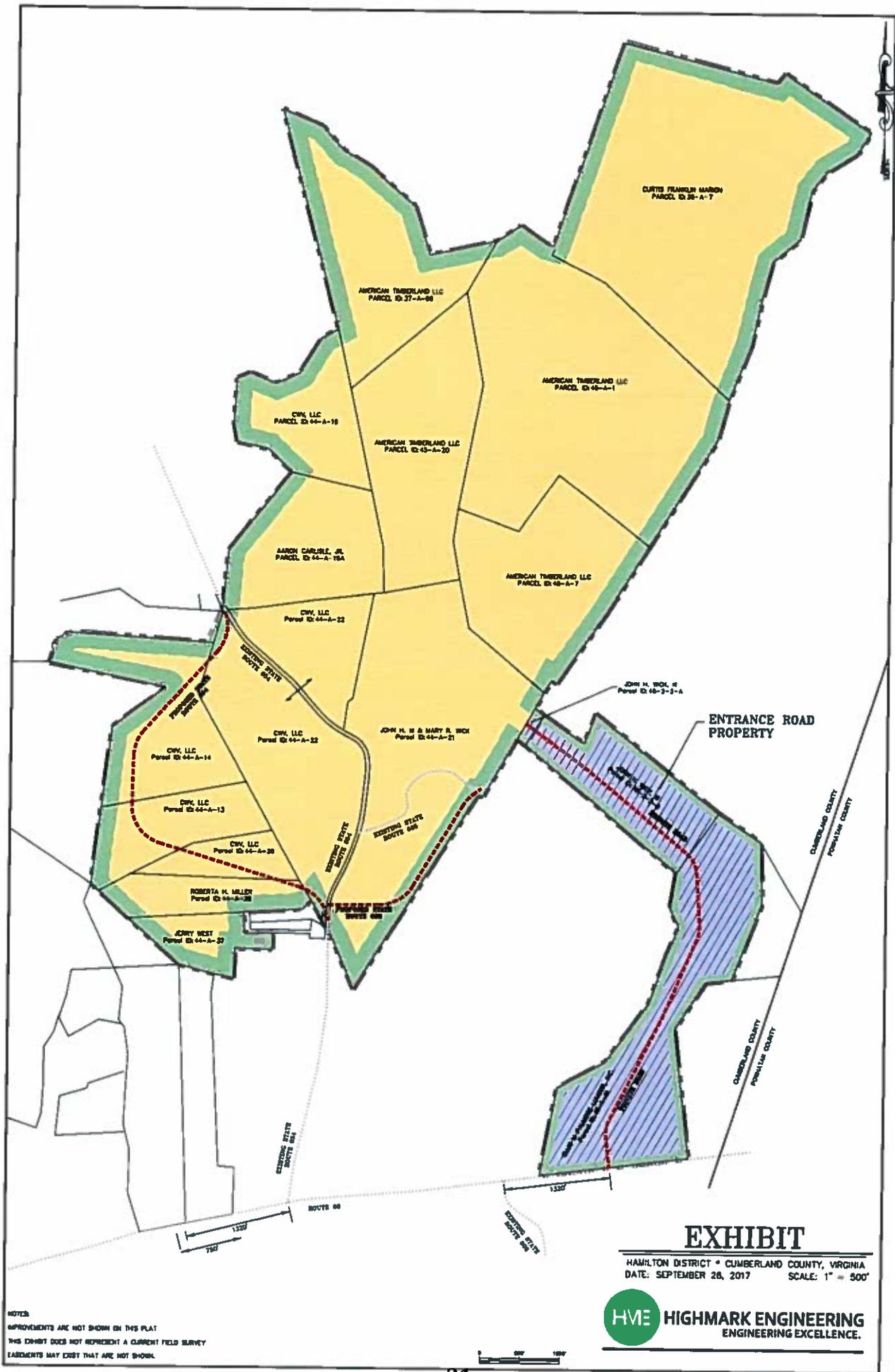
### Traffic Volumes and Turn Lanes

Existing traffic volumes on Route 60 were determined from the 2017 VDOT traffic counts publication, which indicates an annual average daily traffic (AADT) volume of 4,700 vehicles. Through volumes were projected at 1% growth per year from the current year 2018, using a ten-year projection for analysis purposes. Left and right turn volumes were computed based on the trip generation numbers shown in Table 1 above and based on expected trip distribution patterns associated with each component of site traffic. The resulting turning movement volumes during AM and PM peak hours are shown in Table 2 below.

	AM Peak Hour		PM Peak Hour	
	2017 Existing	2028 Future Build	2017 Existing	2028 Future Build
EB Left	0	32	0	14
EB Through	310	346	207	231
WB Through	207	231	310	346
WB Right	0	19	0	52
SB Left	0	4	0	67
SB Right	0	17	0	29

The need for left and right turn lanes at the proposed access on Route 60 was reviewed based on criteria in Appendix F of the VDOT Road Design Manual. Based on these projected volumes, the proposed access will warrant a left turn lane and a right turn taper on Route 60. The attached turn lane exhibit proposes a full left turn lane with 200 feet of storage and 200 feet of taper, and a full right turn lane with 200 feet of storage and 200 feet of taper. These turn lanes are expected to enhance traffic flow and safety at this access.

The turn lane exhibit also proposes a four lane width at the site access, with two entry lanes and two exit lanes. This is expected to enhance traffic flow entering and exiting the site. This section will narrow down to two lanes as the access road travels northward toward the interior of the site.



NOTES:  
 IMPROVEMENTS ARE NOT SHOWN ON THIS PLAT  
 THIS EXHIBIT DOES NOT REPRESENT A CURRENT FIELD SURVEY  
 EASEMENTS MAY EXIST THAT ARE NOT SHOWN

# EXHIBIT

HAMILTON DISTRICT - CUMBERLAND COUNTY, VIRGINIA  
 DATE: SEPTEMBER 28, 2017 SCALE: 1" = 500'





### **Access Management**

According to Appendix F of the VDOT Road Design Manual, for a route such as Route 60, which is a principal arterial with a speed limit of 50 mph or greater, the minimum spacing standard between a full access entrance and other full accesses or unsignalized intersections is 750 feet. The proposed access is located approximately 1,160 feet west from Pine Cove Trail, and approximately 1,620 feet east from Route 606 (Blenheim Road). Therefore, this access satisfies VDOT spacing requirements.

### **Sight Distance**

The adequacy of sight distance at the proposed access was reviewed based on criteria in the VDOT Road Design Manual Appendix F. For Route 60 with a speed limit of 55 mph and a design speed of 60 mph (speed limit plus 5 mph), the required intersection sight distance is 710 feet looking left and 750 feet looking right (from the stop-controlled approach). Based upon preliminary information that will be field-confirmed for the construction plans submittal, the available sight distance is approximately 2,000 feet looking left and 2,000 feet looking right. Therefore, sight distance requirements are satisfied.

### **Lighting**

The turn lanes exhibit shows street lights to be installed along the approaches to the site access on Route 60. The purpose of these street lights is to alert motorists to the presence of the driveway and potential traffic entering or exiting. It is recommended that these streetlights be of the appropriate height and brightness for this particular setting and for Route 60's design speed of 60 mph.

It is also recommended that advance warning flashing beacons be installed on both directions of Route 60 approaching the site access. These flashing beacons can heighten motorists' awareness of the upcoming driveway and give motorists ample time to prepare ahead of the intersection, thereby improving safety. These beacons should be fitted with solar panels in order to avoid the cost of running overhead or underground utilities to the devices.

### **Route Relocations**

The site exhibit shows the approximate proposed relocation of a section of Route 654 (Pinegrove Road) and Route 685 (Miller Lane) internal to the site, in order to provide area for the southern cell of the proposed landfill. According to VDOT traffic counts taken in 2014, Route 654 has a volume of approximately 360 vehicles per day south of Route 685 and 270 vehicles per day north of Route 685. Route 685 has a volume of approximately 140 vehicles per day between Pinegrove Road and its dead end at the north. Note that these relocations are shown only conceptually at this stage. The exact design of these roadways and of the relocated intersection of Route 654 and 685 will be determined at the time of construction drawings review.

Additionally, the site access will intersect Route 685 internal to the site. The appropriate configuration for this intersection will be determined at the time of construction drawings review.



## Conclusion

In conclusion, we have reviewed transportation-related impacts of the proposed Cumberland Landfill project. Recommendations have been given, including turn lanes, street lighting, and advance warning flashing beacons, which are expected to enhance traffic flow at the site access on Route 60. We recognize that the exact design of the roadway improvements associated with this project will be determined through construction plans review and through further coordination with VDOT and County staff. We look forward to continuing to work with you on this project.

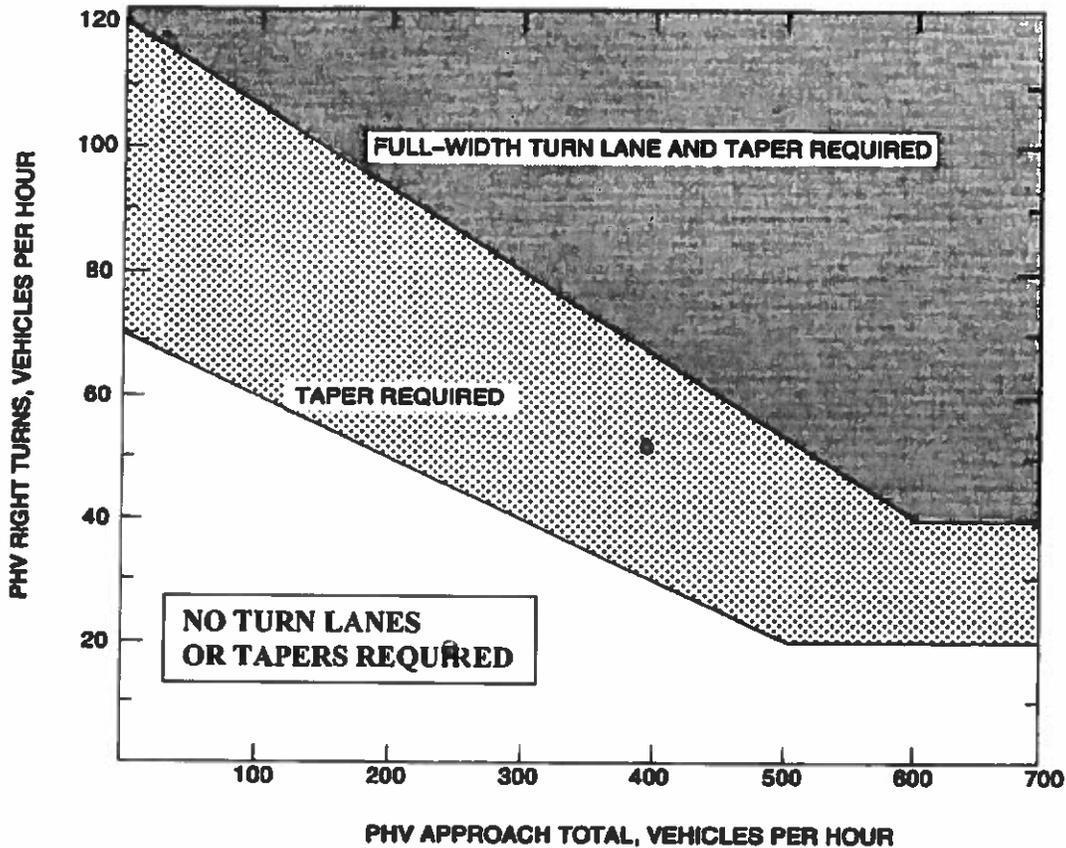
Sincerely,

Nick Liguori, PE

Transportation Engineer  
John Davenport Engineering, d.b.a. DAVENPORT  
(804) 554-0910  
[nliguori@davenportworld.com](mailto:nliguori@davenportworld.com)



# Supporting Documents



Appropriate Radius required at all Intersections and Entrances (Commercial or Private).

**LEGEND**

**PHV - Peak Hour Volume (also Design Hourly Volume equivalent)**

**Adjustment for Right Turns**

For posted speeds at or under 45 mph, PHV right turns > 40, and PHV total < 300.

Adjusted right turns = PHV Right Turns - 20

If PHV is not known use formula:  $PHV = ADT \times K \times D$

K = the percent of AADT occurring in the peak hour

D = the percent of traffic in the peak direction of flow

Note: An average of 11% for K x D will suffice.

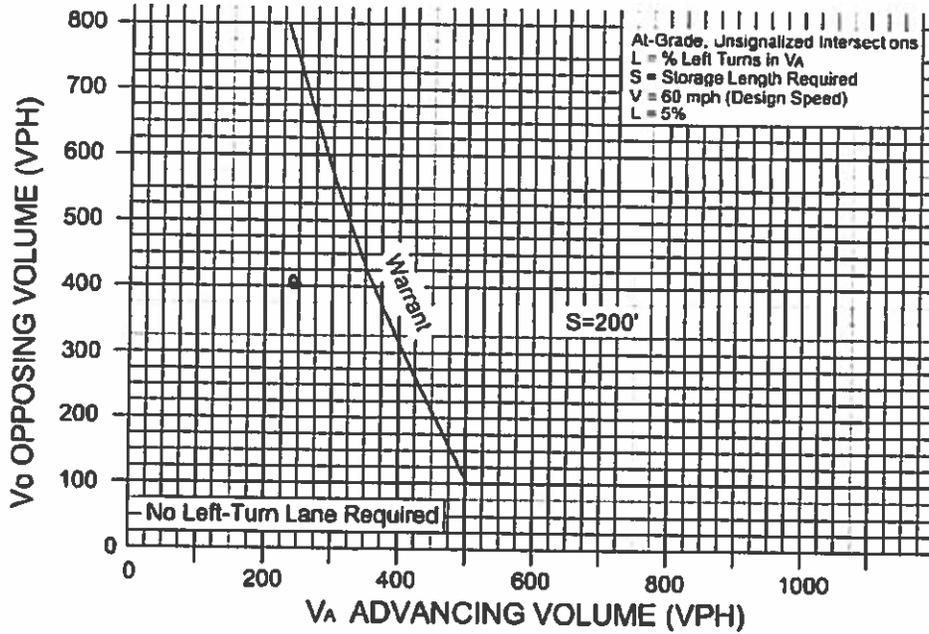
When right turn facilities are warranted, see Figure 3-1 for design criteria.

**FIGURE 3-26 WARRANTS FOR RIGHT TURN TREATMENT (2-LANE HIGHWAY)**

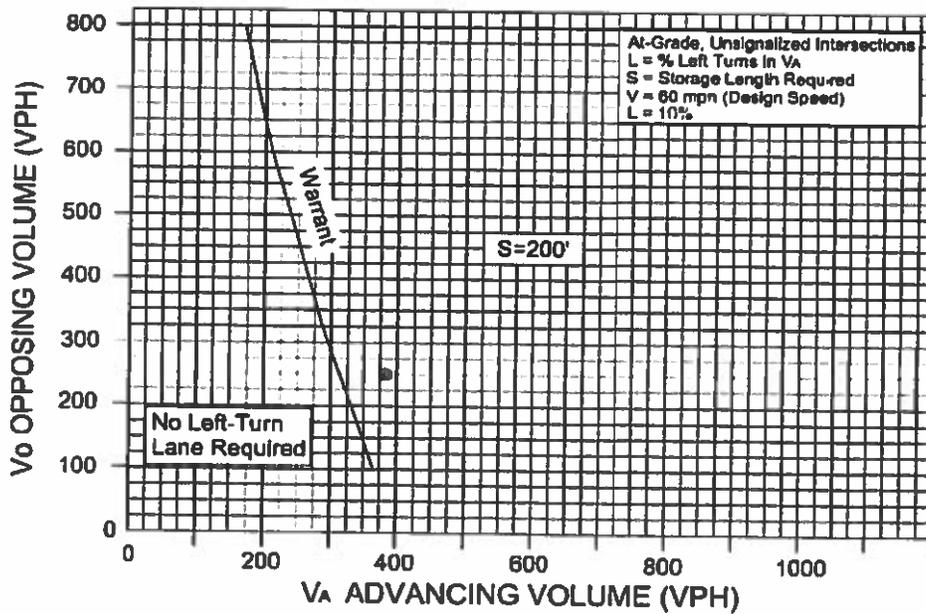
Route 60 at Site Access	V <sub>A</sub>	V <sub>R</sub>	
AM Peak Hour	250	19	⇒ Taper warranted (PM peak hr)
PM Peak Hour	398	52	

Rev. 1/15

**WARRANT FOR LEFT-TURN STORAGE LANES ON TWO-LANE HIGHWAY**



**FIGURE 3-17**



**FIGURE 3-18**

Route 60 at Site Access	$V_A$	$V_o$	% L	
AM Peak Hour	378	250	8.5	⇒ Left turn lane warranted (AM peak hr)
PM Peak Hour	239	404	5.7	

Virginia Department of Transportation  
Traffic Engineering Division

2017  
Annual Average Daily Traffic Volume Estimates By Section of Route  
Cumberland Maintenance Area

Route	Jurisdiction	Length	AADT	QA	4Tire	Bus	Truck			K	QC	Dir	AAWDT	QW
							2Axle	3+Axle	1Trail					
13 Old Buckingham Rd	Cumberland County	7.19	830	F	92%	1%	2%	1%	4%	0%	C	0.086	0.595	830
45 Cumberland Rd	Cumberland County	3.54	5100	F	96%	1%	1%	1%	2%	0%	F	0.084	0.525	5300
45 Cumberland Rd	Cumberland County	4.66	3800	F	96%	1%	1%	1%	2%	0%	F	0.085	0.557	3900
45 Cumberland Rd	Cumberland County	5.82	3500	A	96%	1%	1%	1%	2%	0%	C	0.110	0.535	3700
45 60 Anderson Hwy	Cumberland County	2.42	6400	F	89%	1%	2%	3%	5%	0%	F	0.087	0.594	6400
45 60 Anderson Hwy	Cumberland County	1.09	7200	F	93%	1%	1%	1%	4%	0%	C	0.085	0.592	7300
45 60 Anderson Hwy	Cumberland County	1.34	5700	F	93%	1%	1%	1%	4%	0%	C	0.090	0.585	5700
45 Cartersville Rd	Cumberland County	4.85	1500	F	91%	2%	1%	1%	4%	0%	C	0.088	0.543	1500
45 Cartersville Rd	Cumberland County	6.50	1200	F	91%	2%	1%	2%	4%	0%	C	0.086	0.579	1300
45 Cartersville Rd	Cumberland County	2.20	1800	F	93%	0%	1%	4%	2%	0%	C	0.091	0.599	1800
45 Cartersville Rd	Cumberland County	0.75	1000	N	97%	1%	1%	1%	1%	0%	N	0.094	0.667	1100
60 Anderson Hwy	Cumberland County	4.06	2700	F	91%	1%	1%	1%	5%	0%	C	0.090	0.531	2700
60 45 Anderson Hwy	Cumberland County	2.42	6400	F	89%	1%	2%	3%	5%	0%	F	0.087	0.594	6400
60 45 Anderson Hwy	Cumberland County	1.09	7200	F	93%	1%	1%	1%	4%	0%	C	0.085	0.592	7300
60 45 Anderson Hwy	Cumberland County	1.34	5700	F	93%	1%	1%	1%	4%	0%	C	0.090	0.585	5700
60 Anderson Hwy	Cumberland County	6.05	4700	A	95%	0%	1%	1%	3%	0%	C	0.107	0.587	4800

Virginia Department of Transportation  
Traffic Engineering Division  
2017  
Annual Average Daily Traffic Volume Estimates By Section of Route  
Cumberland Maintenance Area

Route	Length	AADT	QA	4Tire	Bus	Truck				QC	K Factor	QK	Dir Factor	AAWDT	QW	Year
						2Axle	3+Axle	1Trail	2Trail							
<b>Cumberland County</b>																
644 Forest Hill	1.20	40	R			From 24-600 Stoney Point Rd					NA			NA		03/27/2014
						To 24-631 Davenport Rd										
645 Goshen Rd	0.80	300	R			From SR 13 Old Buckingham Rd					NA			NA	05/25/2017	
						To 24-646 Maxcys Mill Rd										
645 Goshen Rd	1.95	190	R			From 24-654 Frenchs Store Rd					NA			NA	05/25/2017	
						To 24-645 Goshen Rd										
646 Maxcys Mill Rd	1.69	30	R			From US 60 W, Anderson Hwy					NA			NA	04/02/2014	
						To US 60 E, Anderson Hwy										
646 Oak Forest Rd	1.10	30	R			From SR 45 Cartersville Rd					NA			NA	04/02/2014	
						To 24-601 Clinton Rd										
647 Brown Rd	2.50	30	R			From 24-654 Pinegrove Rd					NA			NA	04/02/2014	
						To Dead End										
648 Parker Rd	0.15	20	R			From 24-616 Deep Run Rd					NA			NA	04/02/2014	
						To SR-45 N, Cartersville Rd										
649 Tavern Rd	0.10	40	F	96%	1%	1%	1%	1%	0%	C	0.222	0.5	40	F	2017	
649 High St	0.25	160	F	98%	1%	0%	1%	0%	0%	C	0.133	0.5	170	F	2017	
																From SR-45 S, Cartersville Rd
650 Belle Rd	2.13	320	F	94%	1%	2%	3%	1%	0%	C	0.103	0.694	320	F	2017	
																From Buckingham County Line
651 Raines Tavern Rd	0.50	60	R			From 24-622 Trems Mill Rd					NA			NA	03/27/2014	
						To Dead End										
652 CA IRA Rd	0.10	250	R			From 24-636 Cedar Lane					NA			NA	04/06/2017	
						To 24-632 CA IRA Rd										
653 High Hill Rd	1.70	150	R			From US 60 Anderson Hwy					NA			NA	03/21/2014	
						To Dead End										
653 Cooks Rd	4.70	230	R			From 24-600 River Rd					NA			NA	03/21/2014	
						To 24-638 John Randolph Rd										
654 Sunnyside Rd	0.50	310	R			From 24-600 Stoney Point Rd					NA			NA	04/11/2017	
						To 24-674 Edge Hill Rd										
654 Sunnyside Rd	2.60	260	R			From SR 13 W, Old Buckingham Rd					NA			NA	04/11/2017	
						To SR 13 E, Old Buckingham Rd										
654 Frenchs Store Rd	6.00	350	R											NA	05/25/2017	
654 Pinegrove Rd	0.90	360	R			From US 60 Anderson Hwy					NA			NA	05/25/2017	
						To 24-685 Miller Lane										
654 Pinegrove Rd	1.20	270	R			From 24-647 Brown Rd					NA			NA	04/02/2014	
						To 24-661 Locust Grove										
654 Pinegrove Rd	0.60	210	R			From 24-661 Locust Grove					NA			NA	04/02/2014	
						To 24-616 Deep Run Rd										

Virginia Department of Transportation  
Traffic Engineering Division  
2017  
Annual Average Daily Traffic Volume Estimates By Section of Route  
Cumberland Maintenance Area

Route	Length	AADT	QA	4Tire	Bus	Truck				QC	K Factor	QK	Dir Factor	AAWDT	QW	Year
						2Axle	3+Axle	1Trail	2Trail							
<b>Cumberland County</b>																
682 Northfield Rd	0.50	320	F	94%	1%	SR 13 Old Buckingham Rd				C	0.117	0.579	320	F	2017	
						US 60 Anderson Hwy; SR 45 Cartersville Rd										
683 Jefferson Rd	0.40	50	R			Dead End				NA		NA		04/02/2014		
						SR 45 Cartersville Rd										
684 Cartersville Ext	1.03	1500	F	87%	1%	SR 45 Cartersville Rd; 24-616 Deep Run Rd				C	0.106	0.619	1500	F	2017	
						Powhatan County Line										
685 Miller Lane	1.00	140	R			24-654 Pinegrove Rd				NA		NA		04/02/2014		
						Dead End										
686 White Rd	2.80	60	R			24-610 Duncan Store Rd				NA		NA		04/08/2014		
						24-604 Cedar Plains Rd										
686 Cedar Plains Rd	0.90	50	R			24-690 Columbia Rd				NA		NA		04/08/2014		
						Dead End										
687 Sherwood Rd	2.20	170	R			24-616 Deep Run Rd				NA		NA		04/02/2014		
						24-639 Putney Rd										
688 Gamett Rd	1.10	50	R			Dead End				NA		NA		03/27/2014		
						Dead End										
689 Cedar Spring Rd	0.50	110	R			Dead End				NA		NA		04/02/2014		
						SR 45 Cartersville Rd; 24-690 Columbia Rd										
690 Columbia Rd	2.94	770	F	82%	1%	SR 45 Cartersville Rd				C	0.11	0.57	780	F	2017	
						24-714 Amos Rd										
690 Columbia Rd	3.89	760	F	78%	1%	24-686 Cedar Plains Rd				C	0.103	0.64	760	F	2017	
						Buckingham County Line										
690 Columbia Rd	4.53	560	F	88%	1%	24-672 Sportslake Rd				C	0.103	0.5	560	F	2017	
						Dead End										
691 Blanton Farm Rd	0.50	60	R			Dead End				NA		NA		03/27/2014		
						SR 45 Cumberland Rd										
692 Briar Creek Rd	0.65	60	R			Dead End				NA		NA		03/27/2014		
						24-676 Asai Rd										
693 Swann Rd	1.30	110	R			Dead End				NA		NA		04/08/2014		
						24-639 Putney Rd										
694 Henderson Rd	0.60	120	R			24-672 Sportslake Rd				NA		NA		04/10/2014		
						Buckingham County Line										
695 Lewis Rd	0.25	70	R			Dead End				NA		NA		03/27/2014		
						24-699 Thompson Dr										
696 Tatum Rd	0.70	50	R			Buckingham County Line				NA		NA		08/08/2017		
						24-672 Sports Lake Rd										
696 Bonbrook Rd	0.70	60	R			24-671 Summernet Rd				NA		NA		04/10/2014		
						24-624 Sugarfork Rd										



**STAFF REPORT**  
**CUP 18-06**  
**Green Ridge Recycling and Disposal Facility**  
**Conditional Use Permit**  
**Cumberland County, Virginia**  
**Board of Supervisors Public Hearing**  
**June 28, 2018**

---

**General Information:**

Processing schedule: The Planning Commission voted 6-1 that if this Conditional Use Permit is approved, their revised conditions should be added on June 14, 2018. The Planning Commission stated that careful attention should be paid to specifying buffer distances and compensation to adjoining property owners. The public hearing with the Board of Supervisors will be held on June 28, 2018.

**Application Information:**

Applicant: William H. Shewmake on behalf of CWV Land Acquisition, LLC and Green Ridge Recycling and Disposal Facility, LLC  
Owner(s): See attached application for owner information  
Requested Action: Conditional Use Permit for: recycling & disposal facility (non-hazardous solid waste/debris waste landfill) per Sec. 74-583 (3) a-q.  
Location: North side of U.S. Route 60 at the Cumberland/Powhatan line including Tax Parcels 37-A-69, 44-A-20, 45-A-1, 45-A-7, 44-A-19A, 44-A-13, 44-A-14, 44-A-19, 44-A-22, 44-A-36, 45-1-41, 45-2-2A, 45-2-2B, 44-A-21, and 38-A-7  
Election District: 2  
Existing Zoning: Conditional M-2  
Proposed Zoning: Conditional M-2, Industrial with CUP  
Size: 15 parcels totaling approximately 1,143.872 acres (see attached Conceptual Facility Plan)  
Existing land uses: Undeveloped  
Comp. plan area: Mostly not in a growth area (TMP 45-1-41 is both not in a growth area and in a moderate growth area along US Route 60)  
Overlay districts: None

**Surrounding Area Information:**

<u>Direction</u>	<u>Adjacent existing uses</u>	<u>Adjacent zoning</u>	<u>Adjacent Comp. Plan Area (2013)</u>
North/East	Ag/Forestal	A-2	Agricultural
South	Ag/Forestal	A-2/R-2	Moderate Intensity / Agricultural
West	Ag/Forestal/ Limited Residential	A-2	Agricultural

**Summary of Request and Background Information:**

The subject property is comprised of 15 tax parcels of undeveloped land north of U.S. Route 60, near the Powhatan/Cumberland line. Surrounding properties are primarily forested or agricultural with a few single family residential homes. The property is zoned conditional M-2, Industrial.

The applicant is requesting a conditional use permit for the purpose of developing a recycling and waste disposal facility. As stated in the application:

The primary use will be a sanitary landfill with other associated uses as set forth and described in the proffered conditions in the companion zoning case and proposed conditions (herein). It includes a convenience center that accepts waste and recyclables from County government and residents. It will also include, without limitation, related uses such as borrow areas, soil stockpiles, scales and scale house, office, maintenance facility, leachate management system, gas management system including beneficial usage, stormwater management system, trailer storage, parking, convenience center and recycling facilities, storage, transfer stations, composting operations, fuel storage, and equipment storage. Additional permitted uses include gas collection, generation, and sales, power plants related to the generation of gas from the Landfill, hydroponics and greenhouses (including for wholesale and retail sale). All other uses not related or accessory to the above uses that are allowed as a matter of right in an M-2 zoning district are excluded.

The gas conversion / energy plant will involve structures and machinery that will convert gas from the landfill into power and electricity. There will be approximately 35 full time employees on the site when the landfill becomes operational, and the hours of operation would be Monday morning, from 6:00 a.m. until 11:59 p.m.; 24 hours a day Tuesday through Friday; and 6:00 a.m. to 4:00 p.m. on Saturday. The convenience center would generally be open 8:00 a.m. – 5:00 p.m., Monday through Friday, and 8:00 a.m. – 2:00 p.m. on Saturday.

**Consistency with the 2013 Comprehensive Plan:**

The proposed use falls within a Moderate Density growth area along the U.S. Route 60 corridor as well as undesignated/agricultural land north of the corridor as shown on the Future Land Use Map of the 2013 Comprehensive Plan.

**Land Use Categories**

**Rural/Agricultural Areas**

Recognizing that one of its richest assets is agricultural, forestal and rural lands, Cumberland wants to protect these areas and natural resources and to ensure that a rural quality of life is maintained. By limiting subdivisions and suburban style growth in these areas, agricultural and forestal production

may continue as well as the conservation of natural and historic resources. Land conservation tools such as conservation easements, PDR programs and other tax incentive programs, may be used to encourage minimal development in these areas. Currently, 76,693 acres are in land use.

### **US Route 60 Corridor**

Due to infrastructure and traffic patterns along US Route 60 ... this area would be well suited to multiple types of development including mixed use, residential, commercial and industrial. The Cumberland Business Park on Poor House Road offers industrial sites and the future Cumberland landfill site also has industrial land available. Both areas offer opportunities for industrial and manufacturing businesses *to locate in the county along the US Route 60 corridor and in close proximity to county services and existing infrastructure.*

### **Industrial Areas**

These areas will have a concentration of industry and heavy commercial businesses that may not be compatible with business and residential districts or mixed-use. These areas will be designated with careful consideration to transportation routes, infrastructure and impact on the natural environment and existing communities. Where possible, multiple industrial uses will be concentrated on the same or adjacent properties. The County will continue to look for areas that can serve as a hub of light industrial and commercial activities, such as near the Farmville Airport and in other areas that best meet the County's interests and goals. *One possible industrial land use is a proposed landfill, adjacent to the US Route 60 corridor in the eastern end of the County.*

### *Goals and Objectives*

The following goals, objectives and policies of the 2013 Comprehensive Plan would be achieved by the proposed rezoning:

**Natural Resources: It is the goal of this comprehensive plan to preserve and effectively manage the natural resources of Cumberland County for the benefit of current and future citizens of Cumberland County.**

**Objective 1:** Maintain the rural character of the County through the preservation of Cumberland County's scenic, agricultural and natural resources for the optimal benefit of current and future citizens.

**Objective 2:** Preserve, protect and develop Cumberland County's ground and surface water resources for the use and enjoyment of current and future citizens.

**Objective 3:** Preserve Cumberland County's high air quality for the use and enjoyment of current and future citizens.

#### **Policies:**

- a. Require existing and future industries to minimize or eliminate any air, water, dust, odor or noise pollution that may be detrimental to other nearby land uses and planting of native vegetation and trees.
- b. Amend county ordinances, regulations and policies to accommodate alternative forms of energy such as small scale residential wind turbines, solar panels and other technologies.

**Land Use: It is the goal of this comprehensive plan to promote the wise and efficient utilization of lands within Cumberland to result in the sustainability of land resources and harmonious**

**development of lands to serve the divergent interests and needs of the citizens of Cumberland County.**

**Objective 1:** Through effective zoning, regulate future development to protect existing land use patterns within Cumberland County.

**Policies:**

- a. Provide adequate transition zones between developments of higher intensity and developments of lower intensity so that developments of lower intensity are not unduly harmed.
- b. Provide appropriate buffer areas between dissimilar and incompatible land uses to minimize unwanted adverse impacts on either use.
- c. Provide adequate zoning setbacks.

**Objective 2:** Through effective zoning, define appropriate areas; in size, shape and location, to accommodate anticipated future development needs within Cumberland County.

**Policies:**

- a. Set aside appropriate lands in the County's zoning map for commercial and industrial development, with the balance being reserved for residential and agricultural (including forestry).
- b. Locate commercially and industrially zoned lands based on appropriate planning criteria including availability of utilities, vehicular accessibility, traffic volume counts, adjacent land uses, likely impacts on adjacent land uses and other environmental factors.

**Economic Development:** It is the goal of this plan to encourage the creation of appropriate economic opportunity for current and future citizens of Cumberland County.

**Objective 1:** Encourage the overall strengthening and diversification of the economic base of Cumberland County to provide a sound tax base and to support the provision of needed public services.

**Consistency with the Zoning Ordinance:**

**Sec. 74-581. - Statement of intent.**

The primary purpose of the M-2 district is to establish an area where the principal use of land is for heavy commercial and industrial operations, which may create some nuisance, and which are not properly associated with nor particularly compatible with residential, institutional and neighborhood commercial service establishments. The specific intent of this district is to:

- (1) Encourage the construction of and the continued use of the land for heavy commercial and industrial purposes;
- (2) Prohibit residential and supporting business use of the land; and
- (3) Prohibit any other use which would substantially interfere with the development, continuation or expansion of commercial and industrial uses of the district.

Condition 36 ensures compliance with § 74-583(3) Nonhazardous solid waste or debris waste landfills, permitted by the state department of waste management, with conditional use permits and will submit all plans required under § 74-583(3) to the County prior to the commencement of operations at the Landfill and will satisfy and comply with all other requirements of § 74-583(3)(a-q).

The proposed use of the subject property is compatible with the intent of the M-2 zoning district. Further, the applicant's first proffer, as part of REZ 18-03, limits the permitted uses to only those enumerated in the proffer that are associated with the primary use.

### **Proffered Conditions**

1. The permitted uses of the Property include the operation of a sanitary landfill (the Landfill), authorized to accept municipal solid waste, institutional waste, certain industrial wastes, approved special waste, and construction demolition debris as defined pursuant to the Virginia Waste Management Act ("Act") (Va. Code § 10.1-1400 et seq. and Virginia Solid Waste Management regulations (9VAC20-81) ("Regulations"). Permitted related and accessory uses to the Landfill, include, without limitation, borrow areas, soil stockpiles, scales and scale house, office, maintenance facility, leachate management system, gas management system including beneficial usage, stormwater management system, trailer storage, parking, convenience center and recycling facilities, storage, transfer stations, composting operations, fuel storage, and equipment storage. Additional permitted uses also include gas collection, generation, and sales, power plants related to the generation and conversion of gas from the Landfill, hydroponics and greenhouses (including for wholesale and retail sale). All other uses that are not related or accessory to the above uses that are allowed as a matter of right in an M-2 zoning district are excluded.
2. Any relocation of Route 654 or 685, as generally shown on the master plan is subject to review and approval by VDOT and subject to any conditions or requirements of VDOT. Any such relocation and improvements shall be at the expense of the Owner.

As part of the approved conditional rezoning (REZ 18-03), these proffers are legally binding and enforceable.

### **Public Notification:**

Notice was published in the Farmville Herald on June 1 and 8, 2018.

Adjacent notice for the Planning Commission public hearing was sent by certified mail to adjacent property owners on June 1, 2018.

### **Public Input:**

As of the date of this report's drafting, a number of inquiries have been made by the public with a few expressing opposition to the project.

A public meeting is scheduled for June 7, 2018 to discuss the project and receive public input prior to the Planning Commission public hearing scheduled for June 14, 2018.

### **VDOT Review:**

Per an email dated May 29, 2018, VDOT's Dillwyn Residency has no issues with the proposed realignments of Routes 654 and 685 as shown on the Concept Facility Layout Exhibit (see application). Further, VDOT is reviewing the Traffic Impact Statement (TIS) for the project and, per Conditions 2, 6 and 22 below (as well as Proffer 2 as approved in REZ 18-03), any VDOT requirements regarding this project including those recommended in the TIS or as otherwise required or approved by VDOT, shall be implemented.

## **Conclusion:**

The requested action is consistent with the Comprehensive Plan goals, objective and policies as cited herein, as well as the Zoning Ordinance and is supportive of the County's plans to provide for and encourage economic development opportunities. The project's location, buffers, and proposed conditions sufficiently mitigate the adverse impacts associated with the use. The conditions recommended with this use permit are directly related to the proposed use and further advance the County's interests in limiting the use of the property to the proposed use and listed associated uses.

## **Recommendation:**

These are the conditions the Planning Commission took into consideration. The Planning Commission stated that careful attention should be paid to specifying buffer distances and compensation to adjoining property owners. They recommended that if the CUP is approved, these conditions should be added along with addressing and clarifying matters in Exhibit C – Planning Commission Recommended Conditions.

1. The applicant has submitted a conceptual site plan for the Facility prepared by Draper Aden Associates, entitled "Conceptual Facility Plan" dated May 22, 2018 and revised on June 11, 2018 (the "master plan"). The development of a sanitary landfill authorized to accept municipal solid waste, certain industrial wastes, institutional waste, approved special waste, and construction demolition debris as defined pursuant to the Virginia Waste Management ACT ("Act") (Va. Code §§ 10.1-1400 e.t. seq. and Virginia Solid Waste Management regulations (9VAC20-81) ("Regulations") and accessory and related uses ("Landfill" or "Facility") on the site, including without limitation, a convenience center, transfer station, and gas collection and conversion power plant, will be generally consistent with the master plan, but the location and dimensions of identified uses may differ from the master plan as may be required or permitted by the Virginia Department of Environmental Quality (VDEQ), Virginia Department of Transportation ("VDOT") and other governmental agencies, with the uses generally retaining the same relation to each other as reflected on the master plan subject to the approval of and to the extent permitted by VDEQ, VDOT and other applicable governmental departments and agencies.
2. Final site plans shall be submitted to the County Administrator, or designee, who shall review them for conformance with the County's zoning ordinance, the terms of this Conditional Use Permit and the master plan approved in connection with this Conditional Use Permit, and with such modifications as may be approved at the time of site plan review. As reflected on the master plan, the Facility may be designed, constructed, or modified using the current location of Route 654, or based on the relocation of Route 654 as generally depicted on the master plan, subject to approval of the Virginia Department of Transportation ("VDOT"). Permittee shall obtain approval of its final site plans prior to constructing any buildings or other improvements on the Facility Property and prior to commencing landfill operations at the Facility. Final site plans shall provide, at a minimum and consistent with the Zoning Ordinance, detailed information regarding:
  - a. the location and design of planned improvements, including, but not limited to roads, staging areas, parking areas, lighting, buildings, and disposal cells;
  - b. the location of streams, creeks and delineated wetlands, the topography, floodplains, soil and groundwater conditions;

- c. the buffers and any structures to be placed within the buffer areas adjoining the operational area (in accordance with the terms of this Conditional Use Permit) and the plans for landscaping and screening augmentation;
  - d. the steps to be taken to protect floodplains and water quality;
  - e. stormwater management and erosion control plans; and
  - f. a transportation phasing plan.
3. Permittee shall not commence operation of the Landfill until all applicable state and federal permits are obtained, and Permittee shall operate the Facility consistent with all applicable federal and state statutes and regulations and the terms and conditions of such permits issued for the Facility.
4. The Facility shall not accept for disposal in the Landfill any of the following (“Unacceptable Wastes”):
- a. Any material the disposal of which, at the time of acceptance, would violate any then existing federal or state laws, rules, regulations or permits pertaining to a Landfill;
  - b. Any “Hazardous Waste” which shall be deemed to be: (i) any waste defined as “hazardous waste” by Section C of the Resource Conservation and Recovery Act; (ii) any waste defined as “hazardous material” or identified as hazardous waste and described and regulated by VDEQ’s Hazardous Waste Management Regulations; (iii) 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 Landfill, or the environment when treated, stored, transported, disposed of, or otherwise managed; (iv) potentially infectious medical waste; (v) regulated levels of polychlorinated biphenyls as defined by the Toxic Substances Control Act, 15 U.S.C. § 2601-2629, or regulations adopted thereunder; and (vi) radioactive waste or low-level radioactive waste as defined by the Atomic Energy Act, 42 U.S.C. § 2011, et seq., or the Southeast Interstate Lo-Level Radioactive Waste Management Compact, or the implementing regulations of either;
  - c. Any nonhazardous domestic, irrigation return flows or industrial wastewater sludges not approved for disposal by the VDEQ regulations, or industrial discharges which are point sources subject to permits under § 402 of the Federal Water Pollution Control Act, as amended (86 Stat. 880);
  - d. Any nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923);
  - e. Any material number of animal carcasses disposed of in a single day or, except as authorized by VDEQ, without specific written approval by the County.
  - f. Waste water treatment and industrial sludges.

- g. Any recycled or processed construction and demolition debris (“Processed C&D”) from a Construction Demolition Debris Recycling Facility that Permittee knows at the time of Permittee’s acceptance of the material did not recycle out sheetrock. Before knowingly accepting material from a Construction Demolition Debris and Recycling Facility, Permittee will require the Construction Demolition Debris Recycling Facility to certify that it recycles out the sheetrock from its Processed C&D.
5. Copies of all applications and submittals for permits associated with the Facility, shall be provided to the County Administrator, or designee, upon request.
  6. Ingress and egress to and from the Facility shall be by way of an access road connecting the Facility with State Route 60. Permittee will operate the Facility in such a manner as to avoid unreasonable traffic congestion involving company-controlled waste stream providers on County roads. If VDOT determines a signal and/or other road improvements are necessary at any new intersection with Route 60 and/or an intersection created at Route 685 or Route 654, such improvements shall be provided at Permittee’s expense. All VDOT permitting shall be completed by Permittee at its expense. At a minimum, it is anticipated that turn lanes at the new intersection of State Route 60 and the new entrance road into the Facility shall be provided at Permittee’s expense prior to commencing operations at the Facility. Further, subject to VDOT approval, street lights on either side of the entrance on Route 60 shall be installed, with the spacing and design of each street light along Route 60, as well as street lights at the intersection with Route 685 or 654, determined by VDOT and approved at the time of final site plan review.
  7. All areas of the Landfill which are used for the disposal of waste shall at a minimum have buffers in accordance with and as defined by applicable VDEQ Regulations. Additionally, except for the entrance road property, at a minimum the Landfill property shall have a perimeter buffer of not less than 200 feet adjacent to properties with a residence that is not owned by Permittee or its subsidiary or affiliate. Provided, however, there will be a minimum 50 foot buffer on the entrance road property, identified on the master plan. The entrance road property may also include a convenience center, scales, scale house, hardware, gate and related uses and structures. There shall be a 100 foot buffer along any other portion of the perimeter of the Landfill property. The location of buffers are generally depicted on the master plan except minimum area of the buffers can be cleared for access roads, utility easements, monitoring wells and other environmental structures, and screening berms. Natural vegetation shall be maintained in such buffers and supplemented where necessary with evergreens to insure four season screening of operations. Additionally, the areas of the Landfill’s Disposal Unit Boundary as defined by VDEQ shall be sited:
    - a. not less than 300 feet from the nearest residence, as of the date of the purchase of the site by Permittee (the “Purchase Date”);
    - b. not less than 500 feet from any well or spring being used for drinking water as of the effective date of the Host Agreement with the Cumberland County Board of Supervisors until the well or spring is no longer used for drinking water through no fault of the operation of the Landfill;

- c. not less than 100 feet from any perennial stream or river as of the date of this Agreement, and
  - d. not less than 50 feet from any public road as of the date of this Agreement.
8. The height of any buildings will not exceed forty (40) feet. The height of any appurtenant structures (such as leachate collection tanks) will not exceed fifty-five (55) feet above existing ground elevation unless otherwise approved by the County at the time of site plan review.
  9. The Disposal Unit Boundary (that area of land upon which waste is directly deposited) of the Facility shall not exceed 650 acres.
  10. Groundwater shall be monitored in accordance with VDEQ regulations as reflected in the approved Landfill permit. Copies of VDEQ monitoring reports shall be provided to the County Administrator, or designee. Permittee shall allow the County to install additional groundwater monitoring wells on, at or around the Facility under the direction of a “qualified groundwater scientist” as defined by VDEQ, at the County’s expense of installing and monitoring. (If the additional wells are to be incorporated into the permitted groundwater monitoring system, the well construction and location are subject to the approval by VDEQ and a major modification filed with VDEQ for incorporation.)
  11. All fuels stores at the Facility shall be maintained in approved corrosive-resistant, above ground storage tanks. Bulk fuels shall not be stored in buildings on the site. Fuel stores or other holding tanks at the Facility shall be noted on any site plan for approval by the County Administrator, or designee.
  12. Pursuant to applicable state regulations, including 9VAC20-82-140, and prior to accepting waste, the Facility shall have an emergency management and contingency plan which delineates procedures for responding to fire and other emergency situations and Permittee shall submit such plan for County approval which shall not be unreasonably withheld.
  13. The Facility shall comply with all applicable state and federal laws, and VDEQ Regulations relating to closure of the Facility and post-closure monitoring. As part of the post-closure plans for the Facility, a Final Use Plan shall be prepared at the end of the operating life of the Facility.
  14. The Permittee shall employ persons to patrol the Facility and surrounding public property, including those public roads within one-half (1/2) mile of the new intersection of the access road and State Route 60 and at the intersection of Route 685, to collect litter.
  15. Permittee shall implement and maintain all stormwater management and erosion control measures as required by applicable state regulations and local ordinances.
  16. The County Administrator, or designee, shall have the right to inspect the Facility during operating hours.
  17. Access Point(s) to the Landfill shall be equipped with a gate which shall be closed and locked during non-operating hours. A scale house attendant shall be present during operating hours to screen incoming waste. The attendant shall screen out unauthorized vehicles and vehicles with unauthorized cargo. Those vehicles not permitted into the Landfill will be turned away at that

point. Access after operating hours will be allowed only to employees of Permittee and Landfill personnel. The regular Landfill operating hours shall be twenty-four (24) hours per day on weekdays (opening 6:00 a.m. Monday morning and closing 11:59 p.m. Friday evening) and 6:00 a.m. to 4:00 p.m. on Saturday. During other times, only trucks and vehicles owned and operated by Permittee shall be admitted to the solid waste management facility. The Landfill personnel will remain onsite as long as necessary following primary disposal hours to complete the daily disposal of waste and to accomplish the necessary daily shut-down tasks.

At a minimum, Permittee shall employ appropriate supervisors, managers and mechanics, as well as equipment operators, laborers and office personnel. Permittee shall have sufficient equipment on site to ensure orderly operation of the Facility.

18. The Facility shall:
  - a. Comply with VDEQ regulations pertaining to the placing of intermediate and final cover.
  - b. Permittee shall manage all leachate at the Facility in accordance with applicable state regulations.
  - c. Comply with VDEQ regulations relating to the monitoring and control of decomposition gases produced at the Facility.
19. Permittee shall have an inspection program of each truck to verify that all incoming waste is acceptable in content and origin. Records relating to waste accepted at the Facility shall be maintained and will be available for review at any time during operating hours by the County Administrator or his/her designee. Permittee shall train personnel employed at the Facility to identify unauthorized wastes, including familiarity with typical containers, markings, labels and placards that aid in recognizing unauthorized wastes.
  - a. Non-Approved Waste. Permittee will maintain an active "Unauthorized Waste Screening Program," and all personnel involved in screening, shall be trained in this program. Signs shall be conspicuously posted informing users of acceptable and non-acceptable types of waste.
  - b. Permittee shall implement a surface water monitoring plan for natural streams and other surface water bodies located on or adjacent to the Facility that conforms to applicable state requirements.
20. On-site permanent survey benchmarks for horizontal and vertical control will be established at the Facility. There will be annual topographic surveys of the active landfill which will be delivered to the County administrator or designee.
21. Roads within the Facility shall be graded as necessary to maintain smooth, well-drained surfaces. During dry periods, dust control shall be maintained. All roads necessary for the operation of the Facility shall be kept in passable condition and maintained after closure. Permanent unpaved roads shall be covered with gravel or other suitable material. Except for the incoming entrance road which shall be at least fifty (50) feet from adjacent property lines, roads will have a setback of at least one-hundred (100) feet from adjacent property lines of properties not owned by Permittee or its subsidiary or affiliate, except (i) as necessary to access

the Facility, (ii) as contained in the approved VDEQ Part A and Park B permits, and/or (iii) as required by VDOT or as otherwise approved at the time of site plan review.

22. The entrance road from Route 60 to Route 685 (Miller Lane) shall be paved.
23. The sides of all borrow areas within the Facility shall be graded to prevent sudden changes in slopes. All stockpiles of overburden shall be graded to minimize erosion potential and to prepare the site for future uses in the final plan.
24. This Conditional Use Permit shall terminate if the Landfill does not commence operations within seven (7) years of this Conditional Use Permit and the rezoning of the subject property to M-2 being approved and the approvals becoming final and non-appealable. Following commencement of operations at the Facility, this Conditional Use Permit shall terminate if the Landfill ceases to operate and maintain the required state permits for four (4) consecutive years or more.
25. In lieu of the noise standards set forth in Section 74-588(a)(1) of the Zoning Ordinance, the following standard shall apply to the Facility: Any noise resulting from the Facility's operations, defined to include all aspects of Permittee's work once the Facility begins operations, shall not exceed sixty-seven decibels at the property line of the nearest residence currently sited on a residential lot. If the noise level at such line exceeds the permitted limit, the Company, after receiving written notice and a reasonable opportunity to cure, shall take corrective measures to eliminate such noise that exceeds the aforementioned threshold level. This noise restriction shall not apply at the entrance from Route 60 and the intersection with Route 685 (Miller Lane). Except for bird control, operations at the Facility shall not involve the use of any external speakers.
26. In lieu of the glare and lighting standards set forth in Section 74-588(a)(2) of the Zoning Ordinance, the following standard shall apply to the Facility: Once construction of the ancillary facilities located within the Facility are complete, the maximum illumination at the property lines of the Facility shall be limited to .5 foot candles. Permanent exterior lighting fixtures on the Facility property shall not exceed thirty (30) feet in height above grade level. The exterior lighting fixtures shall be "shoebox" or similar type capable of shielding the light source from direct view, except the lighting for the working area of the landfill disposal area. Provided, however, this condition 26 shall not apply to the lighting required for the entrance, or the intersections with Routes 685 or 654.
27. In lieu of the odor standards set forth in Section 74-588(a)(9) of the Zoning Ordinance, the following standard shall apply to the Facility: The Facility shall implement as needed a landfill gas management plan with an odor control and corrective measures plan ("OCCMP") component. The OCCMP shall consist of the following elements: 1) Objective, 2) Source Identification, 3) Reporting and Monitoring, 4) Operational Controls, and 5) Landfill Gas System. The plan shall comply with VDEQ regulations.
28. An active gas collection system shall be installed and operational within six (6) years of the commencement of the Landfill's operations.
29. As approved by VDEQ, fly ash may be accepted at the Landfill solely for use as cover, construction material or road bed material, and shall be managed in compliance with all applicable federal and state laws, regulations and permitted requirements.

30. Permittee shall operate scales at the Landfill as identified in the Landfill Permit and the Facility's Final Site Plan(s) to ensure the proper weighing of vehicles entering the Landfill. Scales will be of a type and quality customarily used in the industry and shall be properly maintained and operated.
31. Any Convenience and Recycling Center will be separated from the landfill disposal area and may be open to the public during posted hours.
32. Landfill Liaison.
- a. During the operation of the Landfill, Permittee will reimburse the County up to a maximum of \$100,000 per annum, to defray costs and expenses of employing a County Landfill Liaison, which includes benefits and any other related costs, including without limitations, uniforms, vehicle expenses, cellular telephone expense, and tools and equipment. The amount of reimbursement shall be adjusted annually in January of each year, based on the Consumer Price Index for all Urban Consumers (CPI-U), at a minimum of 1% a year but no more than 3% per year based on year-over-year changes in the CPI-U. The Landfill Liaison shall be a County employee or independent contractor and shall not be an employee or contractor of Permittee.
  - b. The Landfill Liaison's duties shall include monitoring and inspection of waste disposal practices at the Landfill and monitoring all requirements of any Host Agreement and zoning (including the Conditional Use Permit). The Landfill Liaison shall have access to the Landfill at all times during operating hours, and at such other times, upon prior notification to Permittee, as may be reasonable and necessary to perform his duties.
  - c. Subject to compliance with safety requirements prescribed by Permittee, which may include, without limitation, training, use of protective equipment and escort by Permittee's personnel, the Landfill Liaison shall have access to working areas of the Landfill to ensure compliance with the applicable Host Agreement and this Conditional Use Permit and with other applicable laws, regulations and permit requirements.
  - d. The Landfill Liaison shall have access to Landfill records as necessary to ensure compliance with the Host Agreement, Conditional Use Permit and other applicable laws, regulations and permit requirements but shall not be entitled to review confidential business information.
33. Safety and Security.
- Site Access and Traffic Flow. Access to the Landfill shall be limited to a single public access point from Route 60, and the access points that result from traversing Routes 685 and Route 654. These access points will be equipped with a gate which shall be closed and locked during non-operating hours. Access will be further controlled by personnel in the scale house. Permittee shall be responsible for initial screening of solid wastes entering the facility to determine the appropriate disposition within the landfill. As appropriate, sensors and video equipment, including radiation detection equipment, shall be used as part of the screening protocol.

All residential deliveries shall be directed to the Convenience Center. Only commercial vehicles and Permittee owned vehicles will be allowed in to the working area of the landfill.

34. The initial cell area to be used for landfill waste disposal shall be located on the western portion of the Property identified as Western Fill Area on the master plan. The area identified as Eastern Fill Area on the master plan shall not be used for the disposal of waste for a minimum of ten (10) years after the commencement of landfill operations at the Facility.
35. Permittee will sweep the entrance road from the scale house to Route 60, and the intersection with Route 685, daily, weather permitting, excluding Sundays and Holidays.
36. To the extent not already addressed by other conditions herein, Permittee shall comply with County Code § 74-583(3)(a-q) and will submit all plans required under § 74-583(3) to the County prior to the commencement of operations at the Landfill and will satisfy and comply with all other requirements of § 74-583(3)(a-q).
37. Landfill Site Closure, Final Plan and Completion.
  - a. Landfill Closure. The closure of the Landfill shall be in compliance with 9VAC20-81-160. No less than two years prior to the anticipated closure, Permittee shall develop a closure and post closure plan for review by the County. The final closure plan must be approved by VDEQ prior to initiating closure. Permittee shall work with engineers, landscape architects and other professionals at the end of the term of this Agreement regarding the use of the Landfill following closure, including for the possibility of constructing recreational park facilities, athletic fields or other public uses at the site of the Landfill.
  - b. Post Closure Care. The post closure care for the Landfill shall be in compliance with 9VAC20-81-170.
    - i. As part of the closure and post closure plan for the final closure of the Landfill, Permittee will provide at least 25 acres of land to the County for public use at the site of the Landfill.
38. The service area for the Facility shall be limited to within 500 miles of the Facility as measured horizontally. Provided, however, the Facility may accept waste for disposal from the continental United States if that waste results or arises from a natural disaster and is considered "Acceptable Waste" under VDEQ requirements and have been approved for the Facility.
39. The Permittee shall comply with all provisions of the Host Agreement. The Board of Supervisors reserves the right to terminate this conditional use permit (CUP) upon noncompliance with any one or more provisions of the Host Agreement after an opportunity to cure the noncompliance in accordance with the applicable cure and tolling provisions of the Host Agreement, and the failure of the Permittee to cure the noncompliance as described and defined in the Host Agreement.

Respectfully submitted by:

JP Duncan, Planning Director

(In consultation with Darren K. Coffey, AICP, Planning Consultant)

**Attachments:**

Exhibit A – Green Ridge CUP Application

Exhibit B – Traffic Impact Statement

Exhibit C – Planning Commission Recommended Conditions



COMMONWEALTH OF VIRGINIA  
COUNTY OF CUMBERLAND

Internal Use Only  
FILE # STAFF  
RECEIVED 5/25/18  
COMPLETED  
FEE/Ck. #  
RECEIPT # 416 499

**Application for Conditional Use Permit**

Last revised 7/07/10

Form must be completed in ink, Pencil will not be accepted.

**IMPORTANT NOTE:** FOR CERTAIN LARGE-SCALE DEVELOPMENTS, STATE LAW NOW REQUIRES A TRAFFIC IMPACT ANALYSIS (T.I.A.) be completed and submitted with a rezoning application **before** the County can deem the application complete.

**\*\*Please see the attached T.I.A. info sheet and checklist to determine if such a study shall be required as part of the application. Please contact the zoning administrator for any questions.**

Project Name (how should we refer to this application?): Green Ridge Recycling and Disposal Facility

Proposal: To permit a municipal (sanitary) landfill and related uses including a convenience and recycling center, transfer station, composting operation and gas energy power plant

Location: North of Route 60 near Cumberland / Powhatan Line

Tax Map Parcel(s): See Attached

Zoning: A-2 Except Tax Map Parcel: 45-1-41 A-2 and R-2 Comprehensive Plan Area: All lots not in a growth area except 45-1-41 is partially moderate intensity

Election District: District 2

# of Acres to be Covered by Conditional Use Permit (if a portion of a parcel or parcels it must be delineated on a plat): 1200 ± acres

Is this an amendment to an existing conditional use permit? If Yes, provide CUP # or approval date: \_\_\_\_\_  YES  NO

A Preliminary Site Plan is Required with Application for a CUP. Have you submitted a preliminary site plan?  YES  NO

Is this a proposal for a shopping center or telecommunication tower? If so, additional information is required additional conditions/use restrictions apply. Please see the Planning & Zoning Dept. for more info.  YES  NO

Is an amendment to the subdivision or zoning ordinance also proposed as part of the CUP application? If so, complete and attach the Code Amendment application.  YES  NO

Contact Person (who should we call/write concerning this project?): William H. Shewmake, Esquire

LeClairRyan PLLC

Address: 919 East Main Street, Twenty-Fourth Floor City: Richmond State: Virginia Zip: 23219

Daytime Phone: (804) 783-7595 Fax #: (804) 783-7695 Email: william.shewmake@leclairryan.com

Cumberland County Department of Planning & Zoning  
♦ Box 110 ♦ Cumberland, VA 23040 ♦ 804-492-3520 ♦ Fax – 804-492-9224

**Owner of Record** (who currently owns the property?): See Attached

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Daytime Phone: ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

**Applicant** (who is the contact person representing?): William H. Shewmake, Esquire

on behalf of CWV Land Acquisition, LLC and Green Ridge Recycling and Disposal Facility, LLC

Address: 919 East Main Street, Twenty-Fourth Floor City: Richmond State: Virginia Zip: 23219

Daytime Phone: ( 804 ) 783-7595 Fax #: ( 804 ) 783-7695 Email: william.shewmake@ledalmyan.com

Does the owner of this property own (or have any ownership interest) in any abutting property? If yes, please list those tax map parcel numbers. 31-A-1; 45-1-40

Section 74-702 of the Cumberland County Zoning Ordinance provides guidelines for conditional use permit applications.

Please address the following standards which will be reviewed by the staff in analysis of your request. If you need assistance filling out these items, staff is available.

Provide a written statement demonstrating that:

1. The establishment, maintenance or operation of the CUP will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;
2. The CUP will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3. The establishment of the CUP will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
4. The exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district as to cause a substantial depreciation in the property values within the neighborhood;
5. Adequate utilities, access roads, drainage or necessary facilities have been or are being provided;

- 6. Ingress and egress to property and structures on the property with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access of fire or catastrophe are adequately provided for;
- 7. Off-street parking and loading areas where required with particular attention to the items in # 1. above and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district are adequately provided for;
- 8. Refuse and service areas, with particular reference to the items in #s 1. and 2. above are adequately provided for;
- 9. Appropriate screening and buffering with reference to type, dimensions and character of the use are adequately provided for;
- 10. Any signs and exterior lighting are compatible and in harmony with properties in the district with reference to aesthetics, glare, traffic safety and economic effect;
- 11. Required building setbacks and other open spaces are adequately provided for;
- 12. The proposed use is compatible with adjacent properties and other property in the zoning district;
- 13. An adequate supply of light and air to adjacent property is adequately provided for; and
- 14. The CUP shall, in all other respects, conform to the applicable regulations of the zoning district in which it is located, except as such regulations may, in each instance, be modified by the Board of Supervisors.

Describe your request in detail and include all pertinent information such as the number of persons involved in the use, operating hours, and any unique features of the proposed use: \_\_\_\_\_

See Attached

Describe briefly the improvements proposed. State whether new buildings or structures are to be constructed, existing buildings or structures are to be used or additions made to existing buildings or structures. Give dimensions of the buildings that are to be constructed and the dimensions of any existing buildings on the property (attach any necessary information). This is undeveloped property and new structures will be constructed. These include a scale house, parking and storage, maintenance buildings, gas collection and power generation buildings and equipment, waste disposal areas, transfer stations, compost and recycling areas, soil and other storage facilities as well as borrow pits. See generally the attached conceptual plan.

**Attachments Required** – provide two (2) copies of each

1. *Recorded plat or boundary survey of the property requested for the permit.* If there is no recorded plat or boundary survey, please provide legal description of the property and the Deed Book and page number or Plat Book and page number.

Note: If you are requesting a permit for a portion of the property, it needs to be described or delineation on a copy of the plat or surveyed drawing.

2. *Ownership information* – If ownership of the property is in the name of any type of legal entity or organization including, but not limited to, the name of a corporation, partnership or association, or in the name of a trust, or in a fictitious name, a document acceptable to the County must be submitted certifying that the person signing below has the authority to do so.

**If the applicant is a contract purchaser or an agent of the owner, an owner/agent agreement must be attached (ask staff for form if needed).**

**Owner/ Applicant Must Read and Sign**

I hereby certify that I own the subject property, or have the legal power to act on behalf of the owner in filing this application. I also certify that the information provided on this application and accompanying information is accurate, true, and correct to the best of my knowledge.

William H. Shewmake, Esquire

Print Name of Owner/ Applicant

5-28-18

Date



Signature of Owner/ Applicant

(804) 783-7595

Daytime Phone # of Signatory

## **Traffic Impact Analysis Information Sheet:**

### **How do I know if a T.I.A. is required to be submitted with my application?**

If the proposed development will increase the number of vehicle trips during peak hours on roads maintained by VDOT by 250 trips for a commercial development or 100 trips for a residential development you likely will need to submit a T.I.A.

### **How do I know if my proposal will increase the traffic to the amount that would require a TIA?**

Below is a listing of some general guidelines as provided by VDOT's T.I.A. administrative guidelines:

For a **residential** development, a TIA may be required if the development proposes:

- 100 or more single family dwelling units;
- 150 or more apartment units; or
- 190 or more condo/townhomes

For a **commercial** development, a TIA may be required if the development proposes a(n):

- light industrial building of 260,000sf or more;
- hotel containing 300 rooms or more;
- elementary school of 600 students or more or a high school of 550 students or more;
- hospital of 110 beds or more;
- general office building 150,000 sq. ft. or larger;
- business park 170,000 sq. ft. or larger;
- shopping center 20,000 sq. ft. or larger;
- home improvement store 60,000 sq. ft. or larger;
- drive thru bank containing 5 bays or more;
- fast food restaurant with a drive thru window of 4,000 sq. ft. or larger; or
- gas station with convenience store containing 16 hoses or more.

### **What are the fees associated with VDOT's T.I.A?**

This fee is collected directly by VDOT and is separate and in addition to the County's application fee. Both are required before an application is deemed complete.

- \$250.00 for a low-volume road;
- \$500.00 for less than 100 vehicles per peak hour; or
- \$1,000.00 for more than 100 vehicles per peak hour.

### **What is the background and purpose for the TIA requirements and where can I find additional information?**

Chapter 527 of the 2006 Acts of Assembly added § 15.2-2222.1 to the Code of Virginia. The amendment establishes procedures by which localities submit proposals that will affect the state-controlled transportation network to VDOT for review and comment. The chapter also directs VDOT to develop regulations to carry out the provisions of the statute.

The regulation VDOT prepared is titled, Traffic Impact Analysis Regulations (24 VAC 30-155), sets forth procedures and requirements governing VDOT's review of and submission of comments regarding comprehensive plans and amendments to comprehensive plans, rezoning proposals, and subdivision plats, site plans and plans of development and the accompanying traffic impact analyses. The regulation also identifies when those documents must be submitted, and the documents and information that must be submitted to VDOT to facilitate the required review and submission of comments. The regulation also establishes the scope and nature of the review and a schedule of fees to be paid upon submission of a proposal to VDOT for review.

The regulation includes standards for when traffic impact analyses must be submitted to VDOT for different types of development proposals as well as what must be contained in the analyses (Information provided by VDOT). VDOT has prepared the following website on the Chapter 527 requirements:

<http://www.virginiadot.org/projects/chapter527/default.asp>

**PROPERTY OWNERS AND TAX MAP PARCELS  
 FOR CHANGE IN ZONING AND CONDITIONAL USE PERMIT**

OWNER'S NAME(S)	TAX MAP PARCEL NUMBER(S)	OWNER'S ADDRESS
American Timberland, LLC	37-A-69, 44-A-20, 45-A-1, 45-A-7	c/o Philip Weigel BIG Pactual 647 Timberline Drive Henrico, North Carolina 27842
Aaron Carlisle, Jr.	44-A-19-A	16 Kings Point Drive Hampton, Virginia 23669
CWV Land Acquisition, LLC	44-A-13, 44-A-14, 44-A-19, 44-A-22, 44-A-36	c/o Jerry S. Cifor 4 Enterprise Avenue Clifton Park, New York 12065
Ellis M. Palmore Lumber, INC	45-1-41	c/o Robert M. Palmore 2575 Ballsville Road Powhatan, Virginia 23139
John H. Wick, III	45-2-2-A, 45-2-2-B	302 Virginia Avenue Richmond, Virginia 23226

OWNER'S NAME(S)	TAX MAP PARCEL NUMBER(S)	OWNER'S ADDRESS
John H. Wick, III and Mary R. Wick	44-A-21	302 Virginia Avenue Richmond, Virginia 23226
Curtis Franklin Marion	38-A-7	663 Anderson Highway Cumberland, Virginia 2304

## CONDITIONAL USE PERMIT – WRITTEN STATEMENT

The Green Ridge Recycling and Disposal Facility (“Green Ridge”) will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. The facility site has been carefully selected to minimize any impact on the County and its residents. It is located on the eastern edge of the County just off Route 60 with 80-85 percent of the projected truck traffic coming from the east. When operating at full capacity of 5,000 tons of waste a day, there would be approximately 300 trucks a day with most of the trips occurring during off peak hours, spread over a 24 hour period and with many of the trucks arriving at night. As reflected in the attached proposed conditions, there will be extensive buffers around the landfill, and the facility will be subject to an exhaustive permitting process with numerous conditions, including extensive monitoring requirements to address any potential negative impacts. Green Ridge will also prohibit the acceptance of hazardous waste and likewise will not accept certain waste that causes odor problems, such as waste water treatment sludge and processed sheetrock. The property is located in an area that has little residential density.

For many of the same reason, the landfill will likewise not injure or impair nearby properties. The waste disposal facility will have extensive perimeter buffers, have no significant traffic impact on the County, and will employ extensive plans to control noise, odor and lighting, as well as plans and systems to protect and monitor water and air quality. Green Ridge is also willing to discuss purchasing adjacent properties at fair market value for any neighbors that have concerns. Nor will the landfill impact the existing or future uses of nearby properties. As indicated, the landfill is located away from higher density residential areas and other nonagricultural uses, and the facility will be designed, constructed and operated to minimize any impact.

As for the aesthetics and function of the waste disposal and associated uses, this is an industrial facility that will be shielded from view by substantial buffers and thus will not be incongruent with existing architecture in the area.

As previously emphasized, the waste disposal facility and related uses will be subject to an extensive and detailed permitting process, which will adequately address all infrastructure issues, including the construction of turn lanes on Route 60 and all other improvements required by VDOT. Further, the access to the facility is located on Route 60, and the paved and maintained entrance road is over a mile long, ensuring that trucks will not back onto Route 60, and that trucks will not litter or deposit substantial mud and debris on the roads.

The subject property is approximately 1200 ± acres, with no more than 650 acres and probably only 500 acres devoted to the waste disposal area. See the attached conceptual plan. There will, therefore, be ample room for parking and loading areas, with the exact location and dimensions to be determined at time of permitting and site plan review.

As indicated, the primary use for the subject property will be a recycling and waste disposal facility, with the location and dimensions of structures and features determined through the exhaustive permitting and site plan process. Given the size of the property, areas for refuse and waste will be more than ample.

There will be buffers ranging from 50 – 200 feet around the perimeter of the subject property as set forth in the attached proposed conditions, and screening berms and additional landscaping can be provided where needed. The lighting is addressed in the proposed conditions which will minimize any light issues, and the lighting and any signs will not be inconsistent with the surrounding areas. Most of the surrounding property is largely undeveloped.

In short, situated on 1200 ± acres, the waste management facility and associated uses can and will be developed consistent with Conditional Use Permit and ordinance requirements, and will be compatible with surrounding zoning districts. The uses will be substantially off the property lines, so there will be no adverse impact on light and air to adjacent properties, and the Conditional Use Permit will comply with all regulations of the M-2 zoning district except as may be modified by the Board of Supervisors.

**Conditional Use Permit Application  
Attachment For Page 3 of 5**

**Describe your request in detail and include all pertinent information such as the number of persons involved in the use, operating hours, and any unique features of the proposed use:**

The primary use will be a sanitary landfill with other associated uses as set forth and described in the proffered conditions in the companion zoning case and proposed conditions attached. It includes a convenience center that accepts waste and recyclables from County government and residents. It will also include, without limitation, related uses such as borrow areas, soil stockpiles, scales and scale house, office, maintenance facility, leachate management system, gas management system including beneficial usage, stormwater management system, trailer storage, parking, convenience center and recycling facilities, storage, transfer stations, composting operations, fuel storage, and equipment storage. Additional permitted uses include gas collection, generation, and sales, power plants related to the generation of gas from the Landfill, hydroponics and greenhouses (including for wholesale and retail sale). All other uses not related or accessory to the above uses that are allowed as a matter of right in an M-2 zoning district are excluded.

The gas conversion / energy plant will involve structures and machinery that will convert gas from the landfill into power and electricity. There will be approximately 35 full time employees on the site when the landfill becomes operational, and the hours of operation would be Monday morning, from 6:00

a.m. until 11:59 p.m.; 24 hours a day Tuesday through Friday; and 6:00 a.m. to 4:00 p.m. on Saturday. The convenience center would generally be open 8:00 a.m. – 5:00 p.m., Monday through Friday, and 8:00 a.m. – 2:00 p.m. on Saturday.

## CONDITIONAL USE PERMIT

1. The applicant has submitted a conceptual site plan for the Facility prepared by Draper Aden Associates, entitled "Conceptual Facility Plan" dated May 22, 2018 (the "master plan"). The development of a sanitary landfill authorized to accept municipal solid waste, certain industrial wastes, institutional waste, approved special waste, and construction demolition debris as defined pursuant to the Virginia Waste Management ACT ("Act") (Va. Code §§ 10.1-1400 e.t. seq. and Virginia Solid Waste Management regulations (9VAC20-81) ("Regulations") and accessory and related uses ("Landfill" or "Facility") on the site, including without limitation, a convenience center, transfer station, and gas collection and conversion power plant, will be generally consistent with the master plan, but the location and dimensions of identified uses may differ from the master plan as may be required or permitted by the Virginia Department of Environmental Quality (VDEQ), Virginia Department of Transportation ("VDOT") and other governmental agencies, with the uses generally retaining the same relation to each other as reflected on the master plan subject to the approval of and to the extent permitted by VDEQ, VDOT and other applicable governmental departments and agencies.
2. Final site plans shall be submitted to the County Administrator, or designee, who shall review them for conformance with the County's zoning ordinance, the terms of this Conditional Use Permit and the master plan approved in connection with this Conditional Use Permit, and with such modifications as may be approved at the time of site plan review. As reflected on the master plan, the Facility may be designed, constructed, or modified using the current location of Route 654, or based on the relocation of Route 654 as generally depicted on the master plan, subject to approval of the Virginia Department of Transportation ("VDOT"). Permittee shall obtain approval of its final site plans prior to constructing any buildings or other improvements on the Facility Property and prior to commencing landfill operations at the Facility. Final site plans shall provide, at a minimum and consistent with the Zoning Ordinance, detailed information regarding:
  - a. the location and design of planned improvements, including, but not limited to roads, staging areas, parking areas, lighting, buildings, and disposal cells;
  - b. the location of streams, creeks and delineated wetlands, the topography, floodplains, soil and groundwater conditions;
  - c. the buffers and any structures to be placed within the buffer areas adjoining the operational area (in accordance with the terms of this Conditional Use Permit) and the plans for landscaping and screening augmentation;
  - d. the steps to be taken to protect floodplains and water quality;
  - e. stormwater management and erosion control plans; and
  - f. a transportation phasing plan.

3. Permittee shall not commence operation of the Landfill until all applicable state and federal permits are obtained, and Permittee shall operate the Facility consistent with all applicable federal and state statutes and regulations and the terms and conditions of such permits issued for the Facility.
4. The Facility shall not accept for disposal in the Landfill any of the following (“Unacceptable Wastes”):
  - a. Any material the disposal of which, at the time of acceptance, would violate any then existing federal or state laws, rules, regulations or permits pertaining to a Landfill;
  - b. Any “Hazardous Waste” which shall be deemed to be: (i) any waste defined as “hazardous waste” by Section C of the Resource Conservation and Recovery Act; (ii) any waste defined as “hazardous material” or identified as hazardous waste and described and regulated by VDEQ’s Hazardous Waste Management Regulations; (iii) 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 Landfill, or the environment when treated, stored, transported, disposed of, or otherwise managed; (iv) potentially infectious medical waste; (v) regulated levels of polychlorinated biphenyls as defined by the Toxic Substances Control Act, 15 U.S.C. § 2601-2629, or regulations adopted thereunder; and (vi) radioactive waste or low-level radioactive waste as defined by the Atomic Energy Act, 42 U.S.C. § 2011, et seq., or the Southeast Interstate Lo-Level Radioactive Waste Management Compact, or the implementing regulations of either;
  - c. Any nonhazardous domestic, irrigation return flows or industrial wastewater sludges not approved for disposal by the VDEQ regulations, or industrial discharges which are point sources subject to permits under § 402 of the Federal Water Pollution Control Act, as amended (86 Stat. 880);
  - d. Any nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923);
  - e. Any material number of animal carcasses disposed of in a single day or, except as authorized by VDEQ, without specific written approval by the County.
  - f. Waste water treatment and industrial sludges.
  - g. Any recycled or processed construction and demolition debris (“Processed C&D”) from a Construction Demolition Debris Recycling Facility that

Permittee knows at the time of Permittee's acceptance of the material did not recycle out sheetrock. Before knowingly accepting material from a Construction Demolition Debris and Recycling Facility, Permittee will require the Construction Demolition Debris Recycling Facility to certify that it recycles out the sheetrock from its Processed C&D.

5. Copies of all applications and submittals for permits associated with the Facility, shall be provided to the County Administrator, or designee, upon request.
6. Ingress and egress to and from the Facility shall be by way of an access road connecting the Facility with State Route 60. Permittee will operate the Facility in such a manner as to avoid unreasonable traffic congestion involving company-controlled waste stream providers on County roads. If VDOT determines a signal and/or other road improvements are necessary at any new intersection with Route 60 and/or an intersection created at Route 685 or Route 654, such improvements shall be provided at Permittee's expense. All VDOT permitting shall be completed by Permittee at its expense. At a minimum, it is anticipated that turn lanes at the new intersection of State Route 60 and the new entrance road into the Facility shall be provided at Permittee's expense prior to commencing operations at the Facility. Further, subject to VDOT approval, street lights on either side of the entrance on Route 60 shall be installed, with the spacing and design of each street light along Route 60, as well as street lights at the intersection with Route 685 or 654, determined by VDOT and approved at the time of final site plan review.
7. All areas of the Landfill which are used for the disposal of waste shall at a minimum have buffers in accordance with and as defined by applicable VDEQ Regulations. Additionally, except for the entrance road property, at a minimum the Landfill property shall have a perimeter buffer of not less than 200 feet adjacent to properties with a residence that is not owned by Permittee or its subsidiary or affiliate. Provided, however, there will be a minimum 50 foot buffer on the entrance road property, identified on the master plan. The entrance road property may also include a convenience center, scales, scale house, hardware, gate and related uses and structures. There shall be a 100 foot buffer along any other portion of the perimeter of the Landfill property. The location of buffers are generally depicted on the master plan except minimum area of the buffers can be cleared for access roads, utility easements, monitoring wells and other environmental structures, and screening berms. Natural vegetation shall be maintained in such buffers and supplemented where necessary with evergreens to insure four season screening of operations. Additionally, the areas of the Landfill's Disposal Unit Boundary as defined by VDEQ shall be sited:
  - a. not less than 300 feet from the nearest residence, as of the date of the purchase of the site by Permittee (the "Purchase Date");
  - b. not less than 500 feet from any well or spring being used for drinking water as of the effective date of the Host Agreement with the Cumberland County Board of Supervisors until the well or spring is no longer used for drinking water through no fault of the operation of the Landfill;

- c. not less than 100 feet from any perennial stream or river as of the date of this Agreement, and
  - d. not less than 50 feet from any public road as of the date of this Agreement.
8. The height of any buildings will not exceed forty (40) feet. The height of any appurtenant structures (such as leachate collection tanks) will not exceed fifty-five (55) feet above existing ground elevation unless otherwise approved by the County at the time of site plan review.
  9. The Disposal Unit Boundary (that area of land upon which waste is directly deposited) of the Facility shall not exceed 650 acres.
  10. Groundwater shall be monitored in accordance with VDEQ regulations as reflected in the approved Landfill permit. Copies of VDEQ monitoring reports shall be provided to the County Administrator, or designee. Permittee shall allow the County to install additional groundwater monitoring wells on, at or around the Facility under the direction of a "qualified groundwater scientist" as defined by VDEQ, at the County's expense of installing and monitoring. (If the additional wells are to be incorporated into the permitted groundwater monitoring system, the well construction and location are subject to the approval by VDEQ and a major modification filed with VDEQ for incorporation.)
  11. All fuels stores at the Facility shall be maintained in approved corrosive-resistant, above ground storage tanks. Bulk fuels shall not be stored in buildings on the site. Fuel stores or other holding tanks at the Facility shall be noted on any site plan for approval by the County Administrator, or designee.
  12. Pursuant to applicable state regulations, including 9VAC20-82-140, and prior to accepting waste, the Facility shall have an emergency management and contingency plan which delineates procedures for responding to fire and other emergency situations and Permittee shall submit such plan for County approval which shall not be unreasonably withheld.
  13. The Facility shall comply with all applicable state and federal laws, and VDEQ Regulations relating to closure of the Facility and post-closure monitoring. As part of the post-closure plans for the Facility, a Final Use Plan shall be prepared at the end of the operating life of the Facility.
  14. The Permittee shall employ persons to patrol the Facility and surrounding public property, including those public roads within one-half (1/2) mile of the new intersection of the access road and State Route 60 and at the intersection of Route 685, to collect litter.
  15. Permittee shall implement and maintain all stormwater management and erosion control measures as required by applicable state regulations and local ordinances.

16. The County Administrator, or designee, shall have the right to inspect the Facility during operating hours.
17. Access Point(s) to the Landfill shall be equipped with a gate which shall be closed and locked during non-operating hours. A scale house attendant shall be present during operating hours to screen incoming waste. The attendant shall screen out unauthorized vehicles and vehicles with unauthorized cargo. Those vehicles not permitted into the Landfill will be turned away at that point. Access after operating hours will be allowed only to employees of Permittee and Landfill personnel. The regular Landfill operating hours shall be twenty-four (24) hours per day on weekdays (opening 6:00 a.m. Monday morning and closing 11:59 p.m. Friday evening) and 6:00 a.m. to 4:00 p.m. on Saturday. During other times, only trucks and vehicles owned and operated by Permittee shall be admitted to the solid waste management facility. The Landfill personnel will remain onsite as long as necessary following primary disposal hours to complete the daily disposal of waste and to accomplish the necessary daily shut-down tasks.

At a minimum, Permittee shall employ appropriate supervisors, managers and mechanics, as well as equipment operators, laborers and office personnel. Permittee shall have sufficient equipment on site to ensure orderly operation of the Facility.

18. The Facility shall:
  - a. Comply with VDEQ regulations pertaining to the placing of intermediate and final cover.
  - b. Permittee shall manage all leachate at the Facility in accordance with applicable state regulations.
  - c. Comply with VDEQ regulations relating to the monitoring and control of decomposition gases produced at the Facility.
19. Permittee shall have an inspection program of each truck to verify that all incoming waste is acceptable in content and origin. Records relating to waste accepted at the Facility shall be maintained and will be available for review at any time during operating hours by the County Administrator or his/her designee. Permittee shall train personnel employed at the Facility to identify unauthorized wastes, including familiarity with typical containers, markings, labels and placards that aid in recognizing unauthorized wastes.
  - a. Non-Approved Waste. Permittee will maintain an active "Unauthorized Waste Screening Program," and all personnel involved in screening, shall be trained in this program. Signs shall be conspicuously posted informing users of acceptable and non-acceptable types of waste.
  - b. Permittee shall implement a surface water monitoring plan for natural streams and other surface water bodies located on or adjacent to the Facility that conforms to applicable state requirements.

20. On-site permanent survey benchmarks for horizontal and vertical control will be established at the Facility. There will be annual topographic surveys of the active landfill which will be delivered to the County administrator or designee.
21. Roads within the Facility shall be graded as necessary to maintain smooth, well-drained surfaces. During dry periods, dust control shall be maintained. All roads necessary for the operation of the Facility shall be kept in passable condition and maintained after closure. Permanent unpaved roads shall be covered with gravel or other suitable material. Except for the incoming entrance road which shall be at least fifty (50) feet from adjacent property lines, roads will have a setback of at least one-hundred (100) feet from adjacent property lines of properties not owned by Permittee or its subsidiary or affiliate, except (i) as necessary to access the Facility, (ii) as contained in the approved VDEQ Part A and Park B permits, and/or (iii) as required by VDOT or as otherwise approved at the time of site plan review.
22. The entrance road from Route 60 to Route 685 (Miller Lane) shall be paved.
23. The sides of all borrow areas within the Facility shall be graded to prevent sudden changes in slopes. All stockpiles of overburden shall be graded to minimize erosion potential and to prepare the site for future uses in the final plan.
24. This Conditional Use Permit shall terminate if the Landfill does not commence operations within seven (7) years of this Conditional Use Permit and the rezoning of the subject property to M-2 being approved and the approvals becoming final and non-appealable. Following commencement of operations at the Facility, this Conditional Use Permit shall terminate if the Landfill ceases to operate and maintain the required state permits for four (4) consecutive years or more.
25. In lieu of the noise standards set forth in Section 74-588(a)(1) of the Zoning Ordinance, the following standard shall apply to the Facility: Any noise resulting from the Facility's operations, defined to include all aspects of Permittee's work once the Facility begins operations, shall not exceed sixty-seven decibels at the property line of the nearest residence currently sited on a residential lot. If the noise level at such line exceeds the permitted limit, the Company, after receiving written notice and a reasonable opportunity to cure, shall take corrective measures to eliminate such noise that exceeds the aforementioned threshold level. This noise restriction shall not apply at the entrance from Route 60 and the intersection with Route 685 (Miller Lane). Except for bird control, operations at the Facility shall not involve the use of any external speakers.
26. In lieu of the glare and lighting standards set forth in Section 74-588(a)(2) of the Zoning Ordinance, the following standard shall apply to the Facility: Once construction of the ancillary facilities located within the Facility are complete, the maximum illumination at the property lines of the Facility shall be limited to .5 foot candles. Permanent exterior lighting fixtures on the Facility property shall not exceed thirty (30) feet in height above grade level. The exterior lighting fixtures shall be "shoebox" or similar type capable of shielding the light source from direct view, except the lighting for the working area of the

landfill disposal area. Provided, however, this condition 26 shall not apply to the lighting required for the entrance, or the intersections with Routes 685 or 654.

27. In lieu of the odor standards set forth in Section 74-588(a)(9) of the Zoning Ordinance, the following standard shall apply to the Facility: The Facility shall implement as needed a landfill gas management plan with an odor control and corrective measures plan ("OCCMP") component. The OCCMP shall consist of the following elements: 1) Objective, 2) Source Identification, 3) Reporting and Monitoring, 4) Operational Controls, and 5) Landfill Gas System. The plan shall comply with VDEQ regulations.
28. An active gas collection system shall be installed and operational within six (6) years of the commencement of the Landfill's operations.
29. As approved by VDEQ, fly ash may be accepted at the Landfill solely for use as cover, construction material or road bed material, and shall be managed in compliance with all applicable federal and state laws, regulations and permitted requirements.
30. Permittee shall operate scales at the Landfill as identified in the Landfill Permit and the Facility's Final Site Plan(s) to ensure the proper weighing of vehicles entering the Landfill. Scales will be of a type and quality customarily used in the industry and shall be properly maintained and operated.
31. Any Convenience and Recycling Center will be separated from the landfill disposal area and may be open to the public during posted hours.
32. Landfill Liaison.
  - a. During the operation of the Landfill, Permittee will reimburse the County up to a maximum of \$100,000 per annum, to defray costs and expenses of employing a County Landfill Liaison, which includes benefits and any other related costs, including without limitations, uniforms, vehicle expenses, cellular telephone expense, and tools and equipment. The amount of reimbursement shall be adjusted annually in January of each year, based on the Consumer Price Index for all Urban Consumers (CPI-U), at a minimum of 1% a year but no more than 3% per year based on year-over-year changes in the CPI-U. The Landfill Liaison shall be a County employee or independent contractor and shall not be an employee or contractor of Permittee.
  - b. The Landfill Liaison's duties shall include monitoring and inspection of waste disposal practices at the Landfill and monitoring all requirements of any Host Agreement and zoning (including the Conditional Use Permit). The Landfill Liaison shall have access to the Landfill at all times during operating hours, and at such other times, upon prior notification to Permittee, as may be reasonable and necessary to perform his duties.

- c. Subject to compliance with safety requirements prescribed by Permittee, which may include, without limitation, training, use of protective equipment and escort by Permittee's personnel, the Landfill Liaison shall have access to working areas of the Landfill to ensure compliance with the applicable Host Agreement and this Conditional Use Permit and with other applicable laws, regulations and permit requirements.
- d. The Landfill Liaison shall have access to Landfill records as necessary to ensure compliance with the Host Agreement, Conditional Use Permit and other applicable laws, regulations and permit requirements but shall not be entitled to review confidential business information.

33. Safety and Security.

Site Access and Traffic Flow. Access to the Landfill shall be limited to a single public access point from Route 60, and the access points that result from traversing Routes 685 and Route 654. These access points will be equipped with a gate which shall be closed and locked during non-operating hours. Access will be further controlled by personnel in the scale house. Permittee shall be responsible for initial screening of solid wastes entering the facility to determine the appropriate disposition within the landfill. As appropriate, sensors and video equipment, including radiation detection equipment, shall be used as part of the screening protocol.

All residential deliveries shall be directed to the Convenience Center. Only commercial vehicles and Permittee owned vehicles will be allowed in to the working area of the landfill.

- 34. The initial cell area to be used for landfill waste disposal shall be located on the western portion of the Property identified as Western Fill Area on the master plan. The area identified as Eastern Fill Area on the master plan shall not be used for the disposal of waste for a minimum of ten (10) years after the commencement of landfill operations at the Facility.
- 35. Permittee will sweep the entrance road from the scale house to Route 60, and the intersection with Route 685, daily, weather permitting, excluding Sundays and Holidays.
- 36. To the extent not already addressed by other conditions herein, Permittee shall comply with County Code § 74-583(3)(a-q) and will submit all plans required under § 74-583(3) to the County prior to the commencement of operations at the Landfill and will satisfy and comply with all other requirements of § 74-583(3)(a-q).
- 37. Landfill Site Closure, Final Plan and Completion.
  - a. Landfill Closure. The closure of the Landfill shall be in compliance with 9VAC20-81-160. No less than two years prior to the anticipated closure, Permittee shall develop a closure and post closure plan for review by the

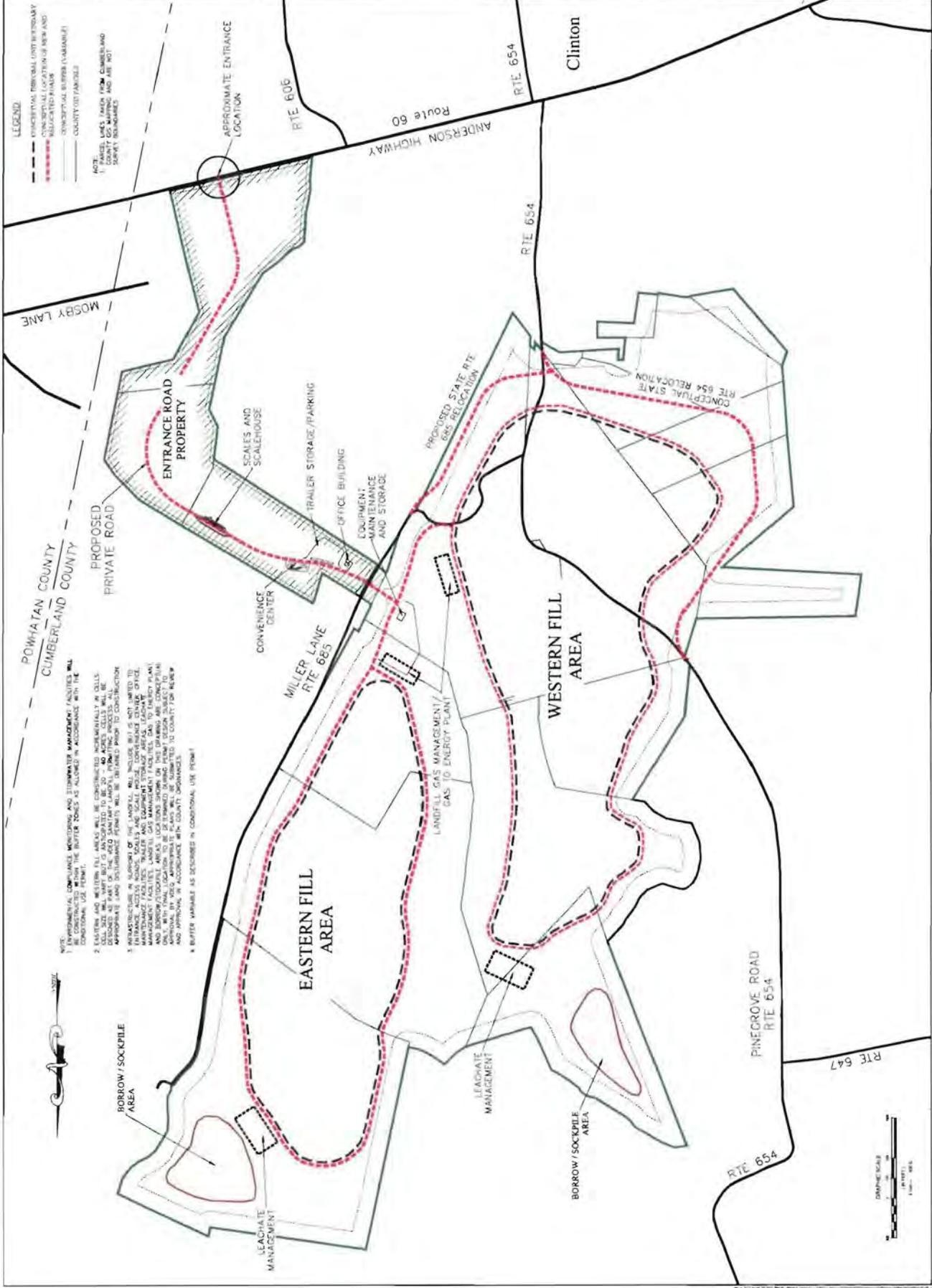
County. The final closure plan must be approved by VDEQ prior to initiating closure. Permittee shall work with engineers, landscape architects and other professionals at the end of the term of this Agreement regarding the use of the Landfill following closure, including for the possibility of constructing recreational park facilities, athletic fields or other public uses at the site of the Landfill.

- b. Post Closure Care. The post closure care for the Landfill shall be in compliance with 9VAC20-81-170.
    - i. As part of the closure and post closure plan for the final closure of the Landfill, Permittee will provide at least 25 acres of land to the County for public use at the site of the Landfill.
38. The service area for the Facility shall be limited to within 500 miles of the Facility as measured horizontally. Provided, however, the Facility may accept waste for disposal from the continental United States if that waste results or arises from a natural disaster and is considered "Acceptable Waste" under VDEQ requirements and have been approved for the Facility.



REVISIONS

NO.	DATE	DESCRIPTION
1	11/11/10	ISSUED FOR PERMITTING
2	11/11/10	ISSUED FOR PERMITTING
3	11/11/10	ISSUED FOR PERMITTING
4	11/11/10	ISSUED FOR PERMITTING
5	11/11/10	ISSUED FOR PERMITTING
6	11/11/10	ISSUED FOR PERMITTING
7	11/11/10	ISSUED FOR PERMITTING
8	11/11/10	ISSUED FOR PERMITTING
9	11/11/10	ISSUED FOR PERMITTING
10	11/11/10	ISSUED FOR PERMITTING



**LEGEND**

- CONCEPTUAL PERMITTING BOUNDARY
- CONCEPTUAL BOUNDARY OF NEW AND EXISTING PARCELS
- CONCEPTUAL BUFFER (AMMABLE)
- COUNTY BOUNDARIES
- COUNTY LOT PARCELS

**NOTE:** LINES DRAWN FROM CORNERS AND POINTS OF SURVEY AND ARE NOT TO BE CONSIDERED AS BOUNDARIES.

**NOTE:**

1. ALL CONSTRUCTION, INCLUDING INFRASTRUCTURE AND UTILITIES, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CONCEPTUAL USE PERMIT.
2. EASTERN AND WESTERN FILL AREAS WILL BE CONSTRUCTED INCREMENTALLY IN COLLS. IN THE WESTERN FILL AREA, THE EASTERN FILL AREA WILL BE CONSTRUCTED IN COLLS. IN THE EASTERN FILL AREA, THE WESTERN FILL AREA WILL BE CONSTRUCTED IN COLLS.
3. INFRASTRUCTURE IN SUPPORT OF THE LANDFILL WILL INCLUDE, BUT IS NOT LIMITED TO, TRAILER STORAGE/PARKING, OFFICE BUILDING, EQUIPMENT MAINTENANCE AND STORAGE, LEACHATE MANAGEMENT FACILITIES, TRAILER AND EQUIPMENT STORAGE, LEACHATE MANAGEMENT FACILITIES, LANDFILL GAS MANAGEMENT FACILITIES, GAS TO ENERGY PLANT, AND OTHER FACILITIES. THE FINAL LOCATION TO BE DETERMINED BY THE DESIGN TEAM IN CONJUNCTION WITH THE COUNTY ENGINEER AND APPROVED BY THE COUNTY BOARD OF SUPERVISORS.
4. BUFFER ZONING AS SHOWN IN CONCEPTUAL USE PERMIT.

**LIMITED POWER OF ATTORNEY**

American Timberland, LLC, is the owner of real property located in Cumberland County, Virginia, with Tax ID Numbers 45-A-7, 37-A-69, 44-A-20 and 45-A-1 (the "Property").

William H. Shewmake, Esquire, is counsel for CWV Land Acquisition, LLC and its affiliate Green Ridge Recycling and Disposal Facility, LLC, and pursuant to paragraph 10(a) of the Agreement of Sale between American Timberland, LLC and CWV Land Acquisitions, LLC, signed by the parties on September 20, 2017, American Timberland, LLC hereby nominates and appoints William H. Shewmake, LeClairRyan PLLC, 919 East Main Street, Twenty-Fourth Floor, Richmond, Virginia 23219, to act as American Timberland, LLC's true and lawful attorney-in-fact with authority to execute and to file any zoning applications, conditional use permit applications, proffered conditions, variances, special exceptions, conditional uses, amendments, and any other such associated documents relating to the Property, and to take any other actions in connection with and relating to, obtaining a conditional use permit, conditional use, or special exception for, or a rezoning of, the Property. This limited power of attorney is valid for a period of one (1) year after the execution of this limited power of attorney or upon its written termination that is delivered to the Planning Director for Cumberland County, Virginia, with a copy to William H. Shewmake.

AMERICAN TIMBERLAND, LLC

By: Philip Weigel

Its: MANAGER, BT&ACTUAL ASSET MANAGEMENT US, LLC

STATE/~~COMMONWEALTH~~ OF NORTH CAROLINA

COUNTY/CITY OF WARREN, to-wit:

The foregoing instrument was acknowledged before me Jackie C Halls this 18<sup>th</sup> day of May, 2018 by Philip Weigel of American Timberland, LLC, a Delaware limited liability company, on behalf of the company.

Jackie C Halls

Notary Public

Registration No. N/A  
My commission Expires: 06-13-2019

JACKIE C HALLS  
NOTARY PUBLIC  
WARREN COUNTY, NC  
My Commission Expires 6-13-2019

**LIMITED POWER OF ATTORNEY**

I, Aaron Carlisle, Jr., am the owner of real property located in Cumberland County, Virginia, with Tax ID Numbers 44-A-19-A (the "Property").

I hereby nominate and appoint William H. Shewmake to act as my/our true and lawful attorney-in-fact with authority to file any zoning applications, conditional use permits, proffered conditions, variances, special exceptions, conditional uses, amendments, or any other associated documents relating to the Property, and to take any other actions in connection with and relating to, obtaining a conditional use permit, conditional use, or special exception for, or a rezoning of, the Property. This limited power of attorney is valid for a period of one (1) year after the execution of this limited power of attorney or upon its written termination that is delivered to the Planning Director for Cumberland County, Virginia, with a copy to William H. Shewmake.

Signature: *Aaron Carlisle, Jr.*

Printed Name: Aaron Carlisle, Jr.,

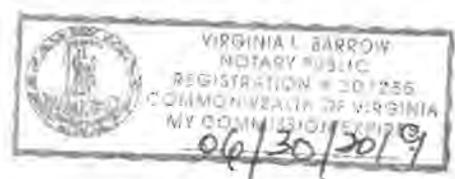
COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Newport News, to-wit:

The foregoing instrument was acknowledged before me May this 9 day of April, 2018 by AARON CARLISLE, JR.

*Virginia L Barrow*  
Notary Public

Registration No.: 2017255  
My commission Expires: 06/30/19



**LIMITED POWER OF ATTORNEY**

CWV Land Acquisition, LLC, is the owner of real property located in Cumberland County, Virginia, with Tax ID Numbers 44-A-36, 44-A-13, 44-A-14, 44-A-22, 44-A-19 (the "Property").

CWV Land Acquisition, LLC hereby nominates and appoints William H. Shewmake to act as its true and lawful attorney-in-fact with authority to file any zoning applications, conditional use permits, proffered conditions, variances, special exceptions, conditional uses, amendments, or any other associated documents relating to the Property, and to take any other actions in connection with and relating to, obtaining a conditional use permit, conditional use, or special exception for, or a rezoning of, the Property. This limited power of attorney is valid for a period of one (1) year after the execution of this limited power of attorney or upon its written termination that is delivered to the Planning Director for Cumberland County, Virginia, with a copy to William H. Shewmake.

CWV LAND ACQUISITION, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Jerry S. Cifor*  
*Manager*

STATE/COMMONWEALTH OF New York

COUNTY/CITY OF Saratoga, to-wit:

The foregoing instrument was acknowledged before me Bridget Cotugno this 21 day of ~~April~~ <sup>May</sup>, 2018 by Jerry S. Cifor of CWV Land Acquisition, LLC, a Virginia limited liability company, on behalf of the company.

Bridget Cotugno  
Notary Public

Registration No. 01C04990274  
My commission Expires: 12/30/21

BRIDGET COTUGNO  
Notary Public, State of New York  
No. 01C04990274  
Qualified in Saratoga County  
Commission Expires Dec. 30, 2021  
79

**LIMITED POWER OF ATTORNEY**

Ellis M. Palmore Lumber, INC, is the owner of real property located in Cumberland County, Virginia, with Tax ID Numbers 45-1-41 and 45-1-40 (the "Property")..

Ellis M. Palmore Lumber, INC hereby nominates and appoints William H. Shewmake to act as its true and lawful attorney-in-fact with authority to file any zoning applications, conditional use permits, proffered conditions, variances, special exceptions, conditional uses, amendments, or any other associated documents relating to the Property, and to take any other actions in connection with and relating to, obtaining a conditional use permit, conditional use, or special exception for, or a rezoning of, the Property. This limited power of attorney is valid for a period of one (1) year after the execution of this limited power of attorney or upon its written termination that is delivered to the Planning Director for Cumberland County, Virginia, with a copy to William H. Shewmake.

Ellis M. Palmore Lumber, INC

By: Robert M. Palmer

Its: President

STATE/COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Chesapeake, to-wit:

The foregoing instrument was acknowledged before me Jessica McDonald this 17<sup>th</sup> day of ~~April~~ <sup>MAY</sup>, 2018 by ROBERT M. PALMER of Ellis M. Palmore Lumber, INC, a \_\_\_\_\_ limited liability company, on behalf of the company.

Jessica McDonald  
Notary Public

Registration No. 7680364  
My commission Expires: 11.30.2020

**Jessica N. McDonald**  
Notary Public  
Commission #: 7680364  
Commonwealth of Virginia  
My Commission Expires Nov.30, 2020

Ellis M. Palmore Lumber, INC

By:

Paul E. Pal

Its:

Vice President

STATE/Commonwealth of VIRGINIA

COUNTY/CITY OF Questrcheid, to-wit:

The foregoing instrument was acknowledged before me Jessica McDonald this 17<sup>th</sup> day of ~~April~~ <sup>MAY</sup>, 2018 by DAVID E. PALMER of Ellis M. Palmore Lumber, INC, a \_\_\_\_\_ limited liability company, on behalf of the company.

Jessica McDonald

Notary Public

Registration No. 7680364  
My commission Expires: 11.30.2020

**Jessica N. McDonald**  
Notary Public  
Commission #: 7680364  
Commonwealth of Virginia  
My Commission Expires Nov.30, 2020

**LIMITED POWER OF ATTORNEY**

Green Ridge Recycling and Disposal Facility, LLC, hereby nominates and appoints William H. Shewmake to act as its true and lawful attorney-in-fact with authority to file any zoning applications, conditional use permits, proffered conditions, variances, special exceptions, conditional uses, amendments, or any other associated documents relating to any real property located in Cumberland County, Virginia, and to take any other actions in connection with and relating to, obtaining a conditional use permit, conditional use, or special exception for, or a rezoning of, such real property. This limited power of attorney is valid for a period of one (1) year after the execution of this limited power of attorney or upon its written termination that is delivered to the Planning Director for Cumberland County, Virginia, with a copy to William H. Shewmake.

GREEN RIDGE RECYCLING AND DISPOSAL FACILITY, LLC

By: [Signature]  
Printed Name: Jerry S. Cifer  
Its: Manager

STATE OF New York

COUNTY/CITY OF Saratoga, to-wit:

The foregoing instrument was acknowledged before me Bridget Cotugno this 18 day of May, 2018 by Jerry S. Cifer of Green Ridge Recycling and Disposal Facility, LLC, a Virginia limited liability company, on behalf of the company.

[Signature]  
Notary Public

Registration No. 01CO4990274  
My commission Expires: 12/30/2021

BRIDGET COTUGNO  
Notary Public, State of New York  
No. 01CO4990274  
Qualified in Saratoga County  
Commission Expires Dec. 30, 2021

**LIMITED POWER OF ATTORNEY**

I, Curtis Franklin Marion, am the owner of real property located in Cumberland County, Virginia, with Tax ID Numbers 38-A-7 (the "Property").

I hereby nominate and appoint William H. Shewmake to act as my/our true and lawful attorney-in-fact with authority to file any zoning applications, conditional use permits, proffered conditions, variances, special exceptions, conditional uses, amendments, or any other associated documents relating to the Property, and to take any other actions in connection with and relating to, obtaining a conditional use permit, conditional use, or special exception for, or a rezoning of, the Property. This limited power of attorney is valid for a period of one (1) year after the execution of this limited power of attorney or upon its written termination that is delivered to the Planning Director for Cumberland County, Virginia, with a copy to William H. Shewmake.

Signature: Curtis Franklin Marion

Printed Name: Curtis Franklin Marion

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Cumberland, to-wit:

The foregoing instrument was acknowledged before me Stephanie M. Marion this 15<sup>th</sup> day of May, 2018 by Curtis Franklin Marion

Stephanie M. Marion  
Notary Public

Registration No.: 7578157  
My commission Expires: 11/30/2021



**LIMITED POWER OF ATTORNEY**

I, JOHN H. WICK III, is the owner of real property located in Cumberland County, Virginia, with Tax ID Numbers: 45-2-2-A and 45-2-2-B (the "Property").

I hereby nominate and appoint William H. Shewmake to act as my true and lawful attorney-in-fact with authority to file any zoning applications, conditional use permits, proffered conditions, variances, special exceptions, conditional uses, amendments, or any other associated documents relating to the Property, and to take any other actions in connection with and relating to, obtaining a conditional use permit, conditional use, or special exception for, or a rezoning of, the Property. This limited power of attorney is valid for a period of one (1) year after the execution of this limited power of attorney or upon its written termination that is delivered to the Planning Director for Cumberland County, Virginia, with a copy to William H. Shewmake.

Signature: *John H. Wick III*  
Printed Name: John H. Wick III

COMMONWEALTH OF VIRGINIA

COUNTY CITY OF Henrico, to-wit:

The foregoing instrument was acknowledged before me on this 1st day of ~~April~~ May, 2018 by Melissa A. DeLue

*Melissa A. DeLue*  
Notary Public

Registration No.: 240029  
My commission Expires: Jan 31, 2020



**LIMITED POWER OF ATTORNEY**

We, John H. Wick III and Mary R. Wick, are the owner(s) of real property located in Cumberland County, Virginia, with Tax ID Number 44-A-21 (the "Property").

We hereby nominate and appoint William H. Shewmake to act as my/our true and lawful attorney-in-fact with authority to file any zoning applications, conditional use permits, proffered conditions, variances, special exceptions, conditional uses, amendments, or any other associated documents relating to the Property, and to take any other actions in connection with and relating to, obtaining a conditional use permit, conditional use, or special exception for, or a rezoning of, the Property. This limited power of attorney is valid for a period of one (1) year after the execution of this limited power of attorney or upon its written termination that is delivered to the Planning Director for Cumberland County, Virginia, with a copy to William H. Shewmake.

Signature: *John H. Wick III*

Printed Name: John H. Wick III

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Henrico, to-wit:

The foregoing instrument was acknowledged before me on this 1<sup>st</sup> day of May 2018 by Melissa A. DeLue

*Melissa A. DeLue*  
Notary Public

Registration No.: 240029  
My commission Expires: Jan 31, 2020



Signature: Mary R. Wick

Printed Name: Mary R. Wick

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Henrico, to-wit:

The foregoing instrument was acknowledged before me on this 1<sup>st</sup> day  
May  
of ~~April~~, 2018 by Melissa A. DeLue

Melissa A. DeLue  
Notary Public

Registration No.: 240029  
My commission Expires: Jan. 31, 2020

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me \_\_\_\_\_ this \_\_\_\_\_ day  
of April, 2018 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Registration No.: \_\_\_\_\_  
My commission Expires: \_\_\_\_\_



June 4, 2018

Harley Joseph Jr., PE  
District Transportation & Land Use Director  
4129 Campbell Avenue  
Lynchburg, Virginia 24501  
434-856-8179  
[Harley.Joseph@VDOT.Virginia.gov](mailto:Harley.Joseph@VDOT.Virginia.gov)

RE: Local traffic impact statement for proposed landfill, Cumberland County, VA  
(DAVENPORT Project Number 183002)

Mr. Joseph,

We have reviewed the transportation impacts of the proposed landfill site to be located on the north side of Route 60 in eastern Cumberland County, Virginia. This memorandum summarizes the proposed site, its transportation-related impacts, and proposed improvements to accommodate future traffic.

### Site Description

The proposed landfill site is located on the north side of Route 60 in eastern Cumberland County. Access to the landfill will be served by one (1) proposed access on Route 60 (Anderson Highway) approximately 1600 feet east of Route 606 (Blenheim Road). This site access is located approximately 1,075 feet west of the Powhatan / Cumberland County border.

Existing Routes 654 and 685 currently run through the site and provide access to several homes located near the site. These routes will not be used by landfill operations. A section of these routes is proposed to be relocated in order to provide area for the southern cell of the landfill. This is conceptually shown in the site exhibit which follows.

### Trip Generation

Table 1 on the following page summarizes the trip generation potential for this site. Based on information from the developer, landfill operations can be divided into two categories: nighttime and daytime activities.

The hauling of regional waste by large semi-trailer type trucks will be mostly during the nighttime hours of 6 pm to midnight or after. The projected daily tonnage to be delivered to the site is 3,000 to 5,000 tons. Based on an approximate truck capacity of 20 tons per truck, this represents a maximum of 250 truckloads per night, or approximately 42 trucks per hour. It is anticipated that upwards of 85% of truckloads will come from population centers located to the east of the site via Route 60.

Daytime landfill activity will be mostly local garbage trucks (primarily curbside pickup vehicles) and County citizens. It is estimated that up to 15 truckloads per hour may occur between approximately 7 am and 6 pm. Local trucking will be primarily from the west (80%), with the remainder coming from the east. Cumberland County citizens will also be able to drop off trash at a designated station on the site. Currently, there are three (3) other convenience centers in the County (Madison, Randolph, and Hamilton convenience centers).

Approximately 15 employees may be on site during the daytime hours. Also, construction will periodically occur on site in order to prepare new sub-cells. This will occur approximately every

Richmond Office:  
16003 Continental Boulevard  
South Chesterfield, VA 23834  
Main: 804.554.0911; Fax: 336.458.9377

Serving the Southeast since 2002



other year, with potentially 15 construction workers on site. During the nighttime hours, approximately 5 employees may be on site. Finally, up to three vendors per day to the site may be expected.

The resulting trip generation numbers are shown in Table 1 below. These numbers reflect a conservative estimate of peak hour trips in order to give a worst-case scenario.

Average Weekday Driveway Volumes		24 Hour	AM Peak Hour		PM Peak Hour	
		Two-Way	Enter	Exit	Enter	Exit
Land Use	Component	Volume	Enter	Exit	Enter	Exit
Landfill	Regional trash hauling: Night-time operation 6 pm to midnight or after, up to 250 trucks	500	0	0	60	60
	Local daytime trucks: Up to 15 trucks per hour during daytime hours	360	15	15	15	15
	Local residents (convenience center): Approximately 4 per hour	88	4	4	4	4
	Employees: Approximately 15 daytime, 5 nighttime, 15 during construction	70	30	0	0	30
	Vendors: Up to 3 per day	6	1	1	1	1
Total Trips		1,044	50	20	80	110

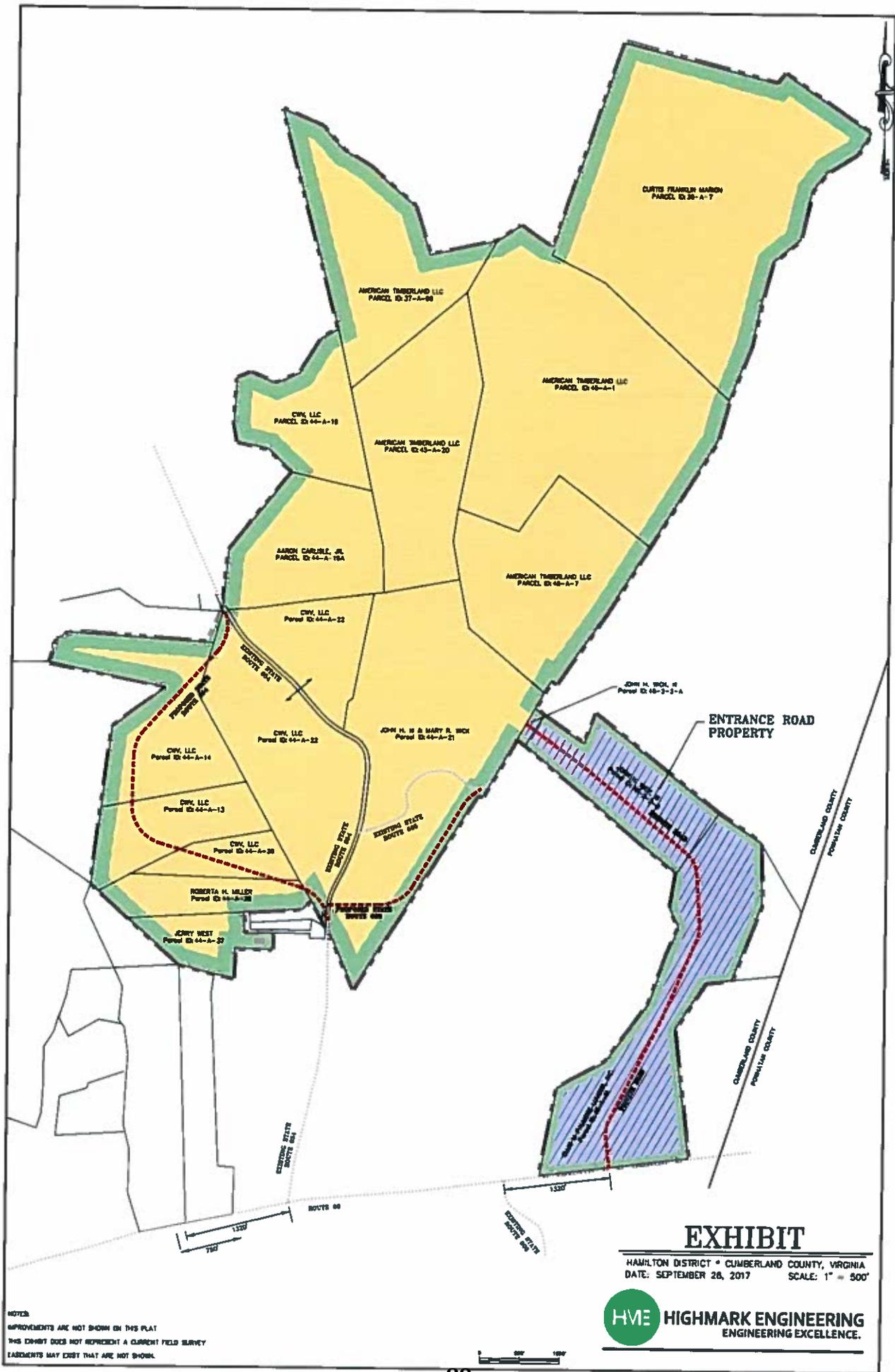
### Traffic Volumes and Turn Lanes

Existing traffic volumes on Route 60 were determined from the 2017 VDOT traffic counts publication, which indicates an annual average daily traffic (AADT) volume of 4,700 vehicles. Through volumes were projected at 1% growth per year from the current year 2018, using a ten-year projection for analysis purposes. Left and right turn volumes were computed based on the trip generation numbers shown in Table 1 above and based on expected trip distribution patterns associated with each component of site traffic. The resulting turning movement volumes during AM and PM peak hours are shown in Table 2 below.

	AM Peak Hour		PM Peak Hour	
	2017 Existing	2028 Future Build	2017 Existing	2028 Future Build
EB Left	0	32	0	14
EB Through	310	346	207	231
WB Through	207	231	310	346
WB Right	0	19	0	52
SB Left	0	4	0	67
SB Right	0	17	0	29

The need for left and right turn lanes at the proposed access on Route 60 was reviewed based on criteria in Appendix F of the VDOT Road Design Manual. Based on these projected volumes, the proposed access will warrant a left turn lane and a right turn taper on Route 60. The attached turn lane exhibit proposes a full left turn lane with 200 feet of storage and 200 feet of taper, and a full right turn lane with 200 feet of storage and 200 feet of taper. These turn lanes are expected to enhance traffic flow and safety at this access.

The turn lane exhibit also proposes a four lane width at the site access, with two entry lanes and two exit lanes. This is expected to enhance traffic flow entering and exiting the site. This section will narrow down to two lanes as the access road travels northward toward the interior of the site.



NOTES:  
 IMPROVEMENTS ARE NOT SHOWN ON THIS PLAT  
 THIS EXHIBIT DOES NOT REPRESENT A CURRENT FIELD SURVEY  
 EASEMENTS MAY EXIST THAT ARE NOT SHOWN

# EXHIBIT

HAMILTON DISTRICT - CUMBERLAND COUNTY, VIRGINIA  
 DATE: SEPTEMBER 28, 2017 SCALE: 1" = 500'





### **Access Management**

According to Appendix F of the VDOT Road Design Manual, for a route such as Route 60, which is a principal arterial with a speed limit of 50 mph or greater, the minimum spacing standard between a full access entrance and other full accesses or unsignalized intersections is 750 feet. The proposed access is located approximately 1,160 feet west from Pine Cove Trail, and approximately 1,620 feet east from Route 606 (Blenheim Road). Therefore, this access satisfies VDOT spacing requirements.

### **Sight Distance**

The adequacy of sight distance at the proposed access was reviewed based on criteria in the VDOT Road Design Manual Appendix F. For Route 60 with a speed limit of 55 mph and a design speed of 60 mph (speed limit plus 5 mph), the required intersection sight distance is 710 feet looking left and 750 feet looking right (from the stop-controlled approach). Based upon preliminary information that will be field-confirmed for the construction plans submittal, the available sight distance is approximately 2,000 feet looking left and 2,000 feet looking right. Therefore, sight distance requirements are satisfied.

### **Lighting**

The turn lanes exhibit shows street lights to be installed along the approaches to the site access on Route 60. The purpose of these street lights is to alert motorists to the presence of the driveway and potential traffic entering or exiting. It is recommended that these streetlights be of the appropriate height and brightness for this particular setting and for Route 60's design speed of 60 mph.

It is also recommended that advance warning flashing beacons be installed on both directions of Route 60 approaching the site access. These flashing beacons can heighten motorists' awareness of the upcoming driveway and give motorists ample time to prepare ahead of the intersection, thereby improving safety. These beacons should be fitted with solar panels in order to avoid the cost of running overhead or underground utilities to the devices.

### **Route Relocations**

The site exhibit shows the approximate proposed relocation of a section of Route 654 (Pinegrove Road) and Route 685 (Miller Lane) internal to the site, in order to provide area for the southern cell of the proposed landfill. According to VDOT traffic counts taken in 2014, Route 654 has a volume of approximately 360 vehicles per day south of Route 685 and 270 vehicles per day north of Route 685. Route 685 has a volume of approximately 140 vehicles per day between Pinegrove Road and its dead end at the north. Note that these relocations are shown only conceptually at this stage. The exact design of these roadways and of the relocated intersection of Route 654 and 685 will be determined at the time of construction drawings review.

Additionally, the site access will intersect Route 685 internal to the site. The appropriate configuration for this intersection will be determined at the time of construction drawings review.



## Conclusion

In conclusion, we have reviewed transportation-related impacts of the proposed Cumberland Landfill project. Recommendations have been given, including turn lanes, street lighting, and advance warning flashing beacons, which are expected to enhance traffic flow at the site access on Route 60. We recognize that the exact design of the roadway improvements associated with this project will be determined through construction plans review and through further coordination with VDOT and County staff. We look forward to continuing to work with you on this project.

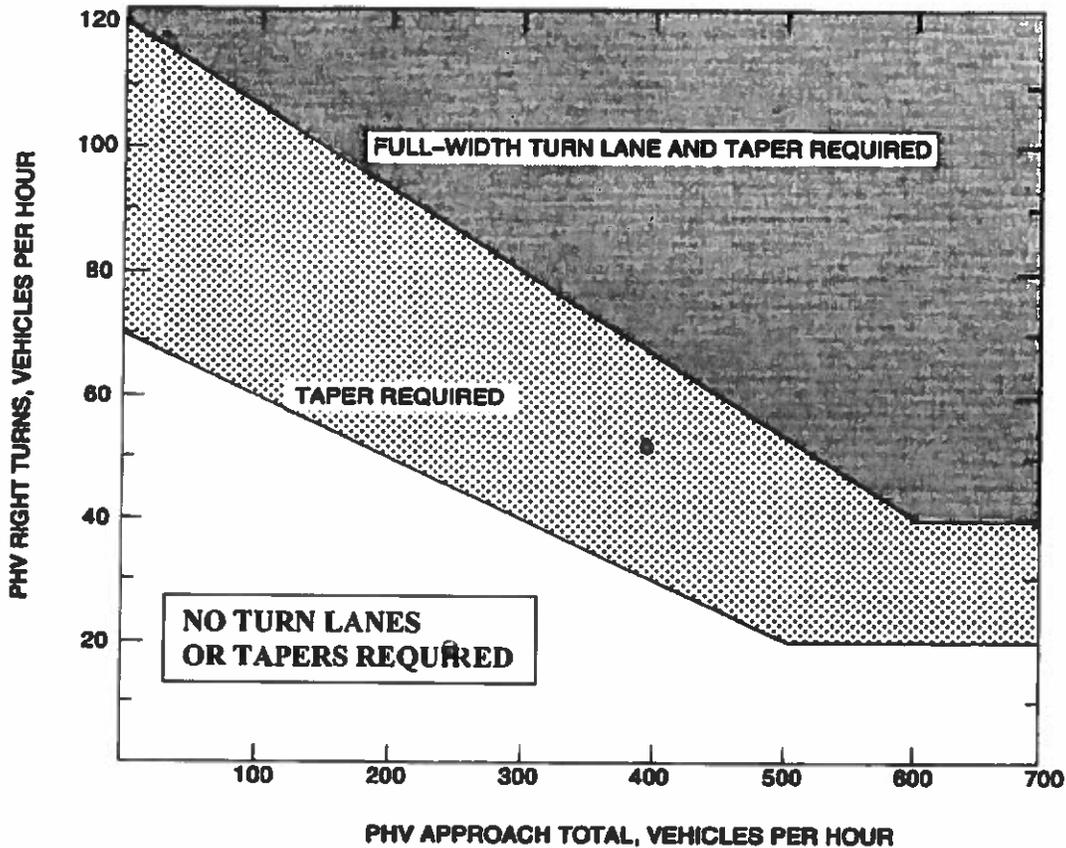
Sincerely,

Nick Liguori, PE

Transportation Engineer  
John Davenport Engineering, d.b.a. DAVENPORT  
(804) 554-0910  
[nliguori@davenportworld.com](mailto:nliguori@davenportworld.com)



# Supporting Documents



Appropriate Radius required at all Intersections and Entrances (Commercial or Private).

**LEGEND**

**PHV - Peak Hour Volume (also Design Hourly Volume equivalent)**

**Adjustment for Right Turns**

For posted speeds at or under 45 mph, PHV right turns > 40, and PHV total < 300.

Adjusted right turns = PHV Right Turns - 20

If PHV is not known use formula:  $PHV = ADT \times K \times D$

K = the percent of AADT occurring in the peak hour

D = the percent of traffic in the peak direction of flow

Note: An average of 11% for K x D will suffice.

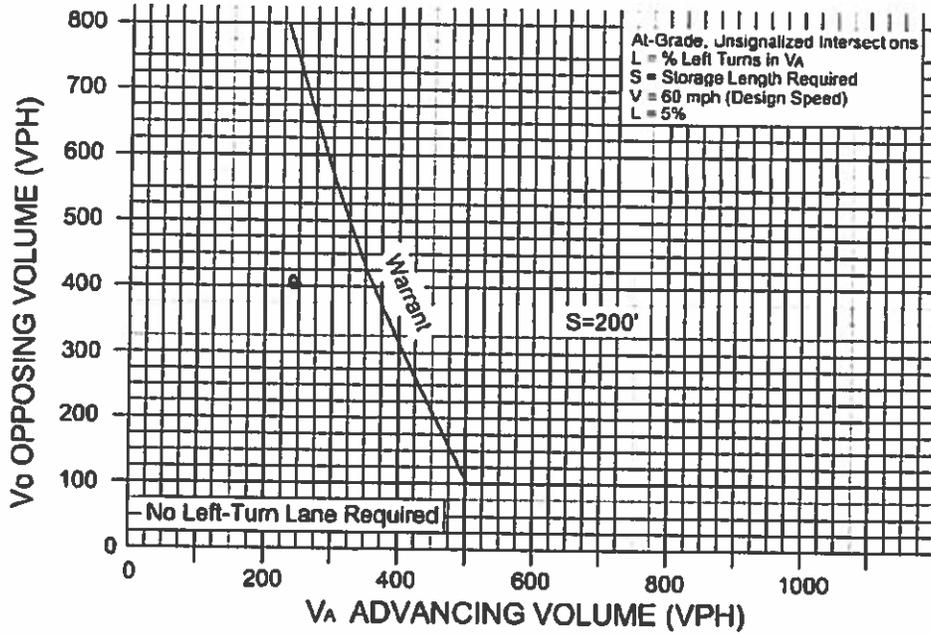
When right turn facilities are warranted, see Figure 3-1 for design criteria.

**FIGURE 3-26 WARRANTS FOR RIGHT TURN TREATMENT (2-LANE HIGHWAY)**

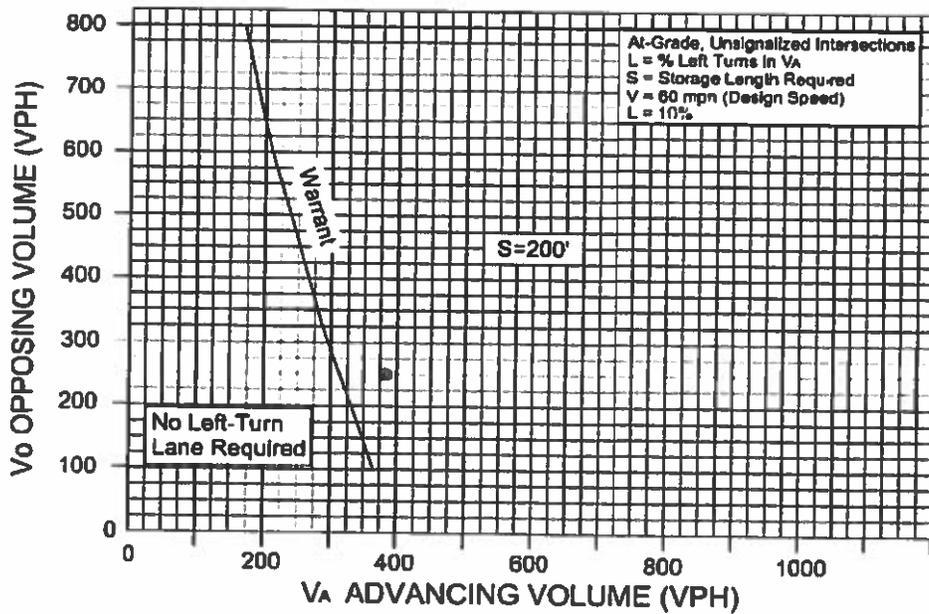
Route 60 at Site Access	V <sub>A</sub>	V <sub>R</sub>	
AM Peak Hour	250	19	⇒ Taper warranted (PM peak hr)
PM Peak Hour	398	52	

Rev. 1/15

**WARRANT FOR LEFT-TURN STORAGE LANES ON TWO-LANE HIGHWAY**



**FIGURE 3-17**



**FIGURE 3-18**

Route 60 at Site Access	$V_A$	$V_o$	% L	
AM Peak Hour	378	250	8.5	⇒ Left turn lane warranted (AM peak hr)
PM Peak Hour	239	404	5.7	

Virginia Department of Transportation  
Traffic Engineering Division

Annual Average Daily Traffic Volume Estimates By Section of Route  
Cumberland Maintenance Area

Route	Jurisdiction	Length	AADT	QA	4Tire	Bus	Truck			K Factor	Dir Factor	AAWDT	QW	
							2Axle	3+Axle	1Trail					2Trail
13 Old Buckingham Rd	Cumberland County	7.19	830	F	92%	1%	2%	1%	4%	0%	C	0.086	830	F
45 Cumberland Rd	Cumberland County	3.54	5100	F	96%	1%	1%	1%	2%	0%	F	0.084	5300	F
45 Cumberland Rd	Cumberland County	4.66	3800	F	96%	1%	1%	1%	2%	0%	F	0.085	3900	F
45 Cumberland Rd	Cumberland County	5.82	3500	A	96%	1%	1%	1%	2%	0%	C	0.110	3700	A
45 60 Anderson Hwy	Cumberland County	2.42	6400	F	89%	1%	2%	3%	5%	0%	F	0.087	6400	F
45 60 Anderson Hwy	Cumberland County	1.09	7200	F	93%	1%	1%	1%	4%	0%	C	0.085	7300	F
45 60 Anderson Hwy	Cumberland County	1.34	5700	F	93%	1%	1%	1%	4%	0%	C	0.090	5700	F
45 Cartersville Rd	Cumberland County	4.85	1500	F	91%	2%	1%	1%	4%	0%	C	0.088	1500	F
45 Cartersville Rd	Cumberland County	6.50	1200	F	91%	2%	1%	2%	4%	0%	C	0.086	1300	F
45 Cartersville Rd	Cumberland County	2.20	1800	F	93%	0%	1%	4%	2%	0%	C	0.091	1800	F
45 Cartersville Rd	Cumberland County	0.75	1000	N	97%	1%	1%	1%	1%	0%	N	0.094	1100	N
60 Anderson Hwy	Cumberland County	4.06	2700	F	91%	1%	1%	1%	5%	0%	C	0.090	2700	F
60 45 Anderson Hwy	Cumberland County	2.42	6400	F	89%	1%	2%	3%	5%	0%	F	0.087	6400	F
60 45 Anderson Hwy	Cumberland County	1.09	7200	F	93%	1%	1%	1%	4%	0%	C	0.085	7300	F
60 45 Anderson Hwy	Cumberland County	1.34	5700	F	93%	1%	1%	1%	4%	0%	C	0.090	5700	F
60 Anderson Hwy	Cumberland County	6.05	4700	A	95%	0%	1%	1%	3%	0%	C	0.107	4800	A

Virginia Department of Transportation  
Traffic Engineering Division  
2017  
Annual Average Daily Traffic Volume Estimates By Section of Route  
Cumberland Maintenance Area

Route	Length	AADT	QA	4Tire	Bus	Truck				QC	K Factor	QK	Dir Factor	AAWDT	QW	Year
						2Axle	3+Axle	1Trail	2Trail							
<b>Cumberland County</b>																
644 Forest Hill	1.20	40	R			From 24-600 Stoney Point Rd				NA				NA		03/27/2014
						To 24-631 Davenport Rd										
645 Goshen Rd	0.80	300	R			From SR 13 Old Buckingham Rd				NA				NA	05/25/2017	
						To 24-646 Maxcys Mill Rd										
645 Goshen Rd	1.95	190	R			From 24-654 Frenchs Store Rd				NA				NA	05/25/2017	
						To 24-645 Goshen Rd										
646 Maxcys Mill Rd	1.69	30	R			From US 60 W, Anderson Hwy				NA				NA	04/02/2014	
						To US 60 E, Anderson Hwy										
646 Oak Forest Rd	1.10	30	R			From SR 45 Cartersville Rd				NA				NA	04/02/2014	
						To 24-601 Clinton Rd										
647 Brown Rd	2.50	30	R			From 24-654 Pinegrove Rd				NA				NA	04/02/2014	
						To Dead End										
648 Parker Rd	0.15	20	R			From 24-616 Deep Run Rd				NA				NA	04/02/2014	
						To SR-45 N, Cartersville Rd										
649 Tavern Rd	0.10	40	F	96%	1%	1%	1%	1%	0%	C	0.222	0.5	40	F	2017	
649 High St	0.25	160	F	98%	1%	0%	1%	0%	0%	C	0.133	0.5	170	F	2017	
																From 24-665 High St; Tavern Rd
650 Belle Rd	2.13	320	F	94%	1%	2%	3%	1%	0%	C	0.103	0.694	320	F	2017	
																From SR-45 S, Cartersville Rd
651 Raines Tavern Rd	0.50	60	R			From 24-622 Trems Mill Rd				NA				NA	03/27/2014	
						To Dead End										
652 CA IRA Rd	0.10	250	R			From 24-636 Cedar Lane				NA				NA	04/06/2017	
						To 24-632 CA IRA Rd										
653 High Hill Rd	1.70	150	R			From US 60 Anderson Hwy				NA				NA	03/21/2014	
						To Dead End										
653 Cooks Rd	4.70	230	R			From 24-600 River Rd				NA				NA	03/21/2014	
						To 24-638 John Randolph Rd										
654 Sunnyside Rd	0.50	310	R			From 24-600 Stoney Point Rd				NA				NA	04/11/2017	
						To 24-674 Edge Hill Rd										
654 Sunnyside Rd	2.60	260	R			From SR 13 W, Old Buckingham Rd				NA				NA	04/11/2017	
						To SR 13 E, Old Buckingham Rd										
654 Frenchs Store Rd	6.00	350	R			From US 60 Anderson Hwy				NA				NA	05/25/2017	
						To 24-685 Miller Lane										
654 Pinegrove Rd	0.90	360	R			From 24-647 Brown Rd				NA				NA	05/25/2017	
						To 24-661 Locust Grove										
654 Pinegrove Rd	1.20	270	R			From 24-661 Locust Grove				NA				NA	04/02/2014	
						To 24-647 Brown Rd										
654 Pinegrove Rd	0.60	210	R			From 24-661 Locust Grove				NA				NA	04/02/2014	
						To 24-616 Deep Run Rd										

Virginia Department of Transportation  
Traffic Engineering Division  
2017  
Annual Average Daily Traffic Volume Estimates By Section of Route  
Cumberland Maintenance Area

Route	Length	AADT	QA	4Tire	Bus	Truck				QC	K Factor	QK	Dir Factor	AAWDT	QW	Year
						2Axle	3+Axle	1Trail	2Trail							
<b>Cumberland County</b>																
682 Northfield Rd	0.50	320	F	94%	1%	SR 13 Old Buckingham Rd				C	0.117	0.579	320	F	2017	
						US 60 Anderson Hwy; SR 45 Cartersville Rd										
683 Jefferson Rd	0.40	50	R			Dead End				NA		NA		04/02/2014		
						SR 45 Cartersville Rd										
684 Cartersville Ext	1.03	1500	F	87%	1%	SR 45 Cartersville Rd; 24-616 Deep Run Rd				C	0.106	0.619	1500	F	2017	
						Powhatan County Line										
685 Miller Lane	1.00	140	R			24-654 Pinegrove Rd				NA		NA		04/02/2014		
						Dead End										
686 White Rd	2.80	60	R			24-610 Duncan Store Rd				NA		NA		04/08/2014		
						24-604 Cedar Plains Rd										
686 Cedar Plains Rd	0.90	50	R			24-690 Columbia Rd				NA		NA		04/08/2014		
						Dead End										
687 Sherwood Rd	2.20	170	R			24-616 Deep Run Rd				NA		NA		04/02/2014		
						24-639 Putney Rd										
688 Gamett Rd	1.10	50	R			24-639 Putney Rd				NA		NA		03/27/2014		
						Dead End										
689 Cedar Spring Rd	0.50	110	R			Dead End				NA		NA		04/02/2014		
						SR 45 Cartersville Rd; 24-690 Columbia Rd										
690 Columbia Rd	2.94	770	F	82%	1%	SR 45 Cartersville Rd				C	0.11	0.57	780	F	2017	
						24-714 Amos Rd										
690 Columbia Rd	3.89	760	F	78%	1%	24-686 Cedar Plains Rd				C	0.103	0.64	760	F	2017	
						Buckingham County Line										
690 Columbia Rd	4.53	560	F	88%	1%	24-686 Cedar Plains Rd				C	0.103	0.5	560	F	2017	
						Buckingham County Line										
691 Blanton Farm Rd	0.50	60	R			Dead End				NA		NA		03/27/2014		
						SR 45 Cumberland Rd										
692 Briar Creek Rd	0.65	60	R			Dead End				NA		NA		03/27/2014		
						24-676 Asai Rd										
693 Swann Rd	1.30	110	R			Dead End				NA		NA		04/08/2014		
						24-639 Putney Rd										
694 Henderson Rd	0.60	120	R			24-672 Sportslake Rd				NA		NA		04/10/2014		
						Buckingham County Line										
695 Lewis Rd	0.25	70	R			Dead End				NA		NA		03/27/2014		
						24-699 Thompson Dr										
696 Tatum Rd	0.70	50	R			Buckingham County Line				NA		NA		08/08/2017		
						24-672 Sports Lake Rd										
696 Bonbrook Rd	0.70	60	R			24-671 Summernet Rd				NA		NA		04/10/2014		
						24-671 Summernet Rd										
696 Bonbrook Rd	1.00	130	R			24-624 Sugarfork Rd				NA		NA		06/08/2017		
						24-624 Sugarfork Rd										

- REZ 18-03
  - I do not believe that the Goals and Objectives of comprehensive plan Natural resources Objective 2 and Objective 3 would be met with the landfill as proposed.
  - I do not believe that the Economic Development Objective 1 should be the driving objective under consideration as I believe that it is with this proposal.
  - I do not believe that Rezoning to M-2 according to the language of Sec 74-581 statement of intent. M-2 “nor particularly compatible with residential, institutional and neighborhood commercial service establishments” can be justified without just compensation to the residence and current property owners in around the proposed rezoned site.
  - I disagree with staff report that “the projects location, buffers, and proposed conditions sufficiently mitigate the adverse impacts associated with the use.”
- CUP 18-06
  - Condition 4. I do not believe that 4.b. Will be able to be sufficiently prevented since every trash item cannot be checked upon pickup. Also the training program in condition 19 will not be sufficient either since every item of household waste cannot be checked.
  - Condition 6. I believe that in addition to the items in 6 acceleration lanes may also be needed. In addition I would want to make sure that any road widening that needed to be done the property owners that currently own the road frontage would be justly compensated.
  - Condition 7. D. I do not believe that 50 from any public road is sufficient. Also this should include private road as well.
  - Condition 21. There needs to be some language providing justice to to adjacent property owners property in case of any washout or debris that is transferred to their property. 1.11 c of host agreement is not any clearer.
  - Condition 25. Noise standard needs to include the construction and preparation work before “operation” of the facility. Or just compensation made to those affected.
  - Condition 26. Lighting standard needs to include the construction and preparation work before “operation” of the facility. Or just compensation made to those affected.
  - Condition 27. I do not believe that VDEQ will be able to prevent odor and I am not confident that their proposed standard in lieu of Section 74-588(A)(9) will be sufficient. Nothing is indicated what restitution will be made to neighbors if odor arises.
  - Condition 39. The host agreement is insufficient in that it does not justly compensate the neighbors who will be adversely affected by the negative externalities of the landfill. See below “Host Agreement”
  - Needed Conditions
    - Proper restitution to those affected if pollution occurs.
    - Proper restitution to those whose property is taken by lost value due to landfill.
    - I do not trust Government regulators to protect citizens therefore it is necessary for their to be easy restitution or just prior compensation.
    - What about conditions to prevent unwanted wildlife?
    - I do not see sufficient conditions on water quality.
- Host Agreement
  - 1.5. I don’t like the fact that the Board of Supervisors could quickly and easily increase the Daily Disposal Limit.
  - 1.6 How is the recycling material to be processed?
  - 1.9 24 hours per day?
  - 1.11 I would like specifics on corrective action under liabilities a. Is this only corrective to compliance or corrective of harm done to others?

- 1.12 Once per year sampling is not enough. If a problem occurs how long should it be put up with to complete the year?
- 1.13 c. Once again how can County Waste know what is in residential trash?
- 1.14 What about Millers lane?
- 1.15 How is this going to ensure that litter debris does not blow into neighboring properties, 100 feet away?
- 1.19 what about damage or pollutions done to neighbors as a result of the same?
- 1.20 Litter. Will there be a fence around the perimeter that will prevent litter from blowing into neighbors property. Odor complaint goes to county then to VDEQ. Is our county equipped with the resources to enforce this??
- 1.21 Not including the sounds of trucks.... They can make a lot of noise. Is this sufficient?? What just compensation will be provided to neighbors for this noise pollution? How loud will bird control be? How often will this be?
- 1.22. E. Quarterly monitoring of wells. That is not sufficient.
  - f I do not trust VDEQ to protect our water supply with their permits? How long is this process? How long would a neighbor have to be exposed to polluted water? At least a quarter?
  - G I need more specifics on this.
- G.  $\frac{3}{4}$  mile. How many wells are in this distance? Who elect? Do indeed.
- 2. See above . It does not provide just compensation to the people most adversely affected by the landfill. If as is claimed it will not adversely affect the neighbors why is compensation to the county needed unless it is a bribe.
- 6.4 Should be 24 hours.
- 6.8 If default who pays to run and clean close it up? E does not seem to amount to much.
- 6.9 Would need to be changed so that the neighboring residence would benefit.
- 6.13 should be stricken. Why take out good employees and why give county employees first dibs over other county residence.
- 6.15 -16 Are any taxes going to be waived? 6:16 i have a hard time making sense of it. Is there any discount in property taxes?
- 6.17 I do not believe this will be accomplished.

# HOST AGREEMENT

## TABLE OF CONTENTS

RECITALS .....	1
DEFINITIONS.....	1
SECTION 1. OPERATIONS.....	4
1.1 Acceptable Waste.....	4
1.2 Unacceptable Waste.....	5
1.3 Removal of Unacceptable Waste .....	6
1.4 Service Area.....	6
1.5 Daily Disposal Limit.....	6
1.6 Convenience Center for Residential Waste. ....	6
1.7 County Government Facilities .....	7
1.8 Period of Obligations; Fees; Termination.....	7
1.9 Operating Hours.....	7
1.10 Scales .....	8
1.11 Liabilities and Duties .....	8
1.12 Sampling .....	8
1.13 Safety and Security .....	8
1.14 Road Cleaning.....	9
1.15 Litter Control .....	9
1.16 Site Drainage.....	9
1.17 Leachate Disposal .....	9
1.18 Disaster Support.....	10
1.19 Combustibles.....	10
1.20 Odor Management .....	10
1.21 Noise/lighting.....	10
1.22 Inspections and Monitoring .....	10
SECTION 2. FEES, PAYMENTS, AND CONTRIBUTIONS.....	12
2.1 Host Fee .....	12
2.2 Additional Initial Fees.....	14
2.3 Additional Annual Contribution .....	14
2.4 Additional Recreational Facilities Contribution; Economic Opportunities .....	14

SECTION 3. CONSTRUCTION AND ADMINISTRATION .....	15
3.1 Landfill Liaison.....	15
3.2 Landfill Liaison Authority .....	16
3.3 Books and Records .....	16
3.4 Information Sessions.....	17
3.5 Permits and Approvals.....	17
3.6 Cell Construction .....	18
3.7 Reporting.....	18
3.8 Buffers.....	18
3.9 Internal Roads .....	19
SECTION 4. CLOSURE .....	19
4.1 Facility Closure, Monitoring and Maintenance Financial Assurance .....	19
4.2 Landfill Site Closure, Final Plan and Completion .....	19
SECTION 5. DEFAULT .....	20
5.1 No Joint Venture.....	20
5.2 Cooperation by County.....	20
SECTION 6. MISCELLANEOUS .....	20
6.1 Compliance With Laws.....	20
6.2 Insurance .....	20
6.3 Access and Hauling Routes .....	21
6.4 Notification .....	21
6.5 Term; Modification.....	21
6.6 Indemnification .....	22
6.7 Transferability of Agreement.....	22
6.8 Breaches and Defaults.....	23
6.9 No Third Party Beneficiaries .....	25
6.10 Severability .....	25
6.11 Force Majeure .....	25
6.12 Financial Assurance Upon Default .....	25
6.13 County Employees .....	25
6.14 Labor and Contracts.....	26
6.15 Certain Taxes .....	26
6.16 Real Property Taxes.....	26
6.17 Environmental and Community Protection/Assurance.....	27
6.18 Contingency .....	27

## **HOST AGREEMENT**

This Host Agreement (“Agreement”) dated \_\_\_\_\_, 2018, between Cumberland County, Virginia, a body politic and political subdivision of the Commonwealth of Virginia (“Cumberland” or “County”); and Green Ridge Recycling and Land Disposal Facility, LLC (“Green Ridge”) (singularly, a "Party" and, collectively, the “Parties”), recites and provides as follows:

### **RECITALS**

R-1. Green Ridge owns or has acquired or has a right to acquire certain real properties located in the County on which Green Ridge intends to construct a Sanitary Landfill (the “Landfill”). The said properties contain a total of approximately 1200± acres and are more fully described on a plat which is attached hereto as Exhibit A, and to which plat reference is hereby made for a more complete and accurate description of the Landfill real properties.

R-2. Green Ridge will apply to the Virginia Department of Environmental Quality (“VDEQ”) for, and will seek to obtain, a Virginia Solid Waste Management Facility Permit (the “Permit”) for the construction and operation of the Landfill.

R-3. After the Permit is issued to Green Ridge, Green Ridge will commence operations of the Landfill under the Permit and in accordance with the terms of this Agreement and applicable zoning regulations.

R-4. Virginia Code § 10.1-1408.1.B.7 requires that any application for a new solid waste management facility permit must be accompanied by certification from the local governing body that a host agreement has been reached between the applicant and the governing body. While the Landfill is referred to as a “sanitary landfill” in this Agreement, it is a “municipal solid waste landfill” within the meaning of Virginia Code § 10.1-1408.1.B.7. Cumberland and Green Ridge intend to, and do, enter into this Agreement for the purpose of complying with Virginia Code § 10.1-1408.1.B.7, and to set forth their respective rights, duties, and obligations.

NOW, THEREFORE, in consideration of the mutual obligations and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

### **DEFINITIONS**

“The “Act” shall mean the Virginia Waste Management Act, 10 Va. Code §§ 10.1-1400 *et. seq.*

“Agricultural Waste” means all solid waste produced from farming operations, including farm-related Construction Waste.

“Compensable Solid Waste” means all Solid Waste received at the Landfill except: (1) Solid Waste from County residents accepted at the Convenience Center drop off station; (2) Solid Waste received from County Government facilities and accepted by the Landfill for free disposal; (3) daily cover materials and beneficially reused materials not counted by the VDEQ against the daily tonnage limit under the Permit; (4) other material for which Green Ridge does not receive payment for acceptance at the Landfill from County residents or organizations located in the County; and (5) other material for which Green Ridge does not receive payment for accepting at the Landfill, which is approved by the County Board of Supervisors to constitute an exemption from Compensable Solid Waste.

“Construction Demolition Debris Recycling Facility” is a Facility that accepts materials classified as nonhazardous construction demolition debris for the primary purpose of recycling for reuse the nonhazardous construction demolition debris that the Facility receives.

“Construction Waste” means Solid Waste that is produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings, and other structures. Construction Waste includes, but is not limited to, lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, paving materials, and metal and plastics if the metal or plastics are a part of the materials of construction or empty containers for such materials. Paints, coatings, solvents, asbestos, any liquid, compressed gases or semi-liquids and garbage are not Construction Waste for purposes of this Agreement.

“Container” means any portable device in which a material is stored, transported, treated, or otherwise handled and includes transport vehicles that are containers themselves (*e.g.*, tank trucks) and containers placed on or in a transport vehicle.

“Convenience Center” means a collection point for the temporary storage of solid waste provided for individual solid waste generators who choose to transport solid waste generated on their own premises to an established centralized point, rather than directly to a disposal facility. To be classified as a Convenience Center, the collection point may not receive waste from collection vehicles that have collected waste from more than one real property owner. A Convenience Center shall be on a system of regularly scheduled collections.

“County Government” means agencies, departments, and other entities staffed primarily by County employees; public schools located in the County; and institutions administered and funded by the County, including jails, parks, and playgrounds, but excluding agencies and departments of the Commonwealth of Virginia or the federal government. Notwithstanding the foregoing, for purposes of this Agreement, County Government shall include all governmental or quasi-governmental offices in the County for which the solid waste is collected by County employees, including, but perhaps not

limited to, the Virginia Cooperative Extension Office and the local office of the Virginia Department of Social Services.

“Debris Waste” means Solid Waste resulting from land-clearing operations. Debris Waste includes, but is not limited to, stumps, wood, brush, leaves, soil, and road spoils.

“Demolition Waste” means that Solid Waste that is produced by the destruction of structures and their foundations and includes the same materials as Construction Waste.

“Disaster Waste” means any Solid Waste and debris that is generated as a result of, or in connection with, any significant storm or other severe weather occurrence, natural or man-made disaster, war, act of terrorism, or other similar occurrence or event, and such similar Solid Waste generated in connection with clean-up and/or reconstruction activities resulting from any such occurrences or events.

“Household Waste” means any Solid Waste material, including garbage, trash, and refuse, derived from households. Households include single residences, individual apartment units, and duplexes. Household Waste does not include sanitary waste in septic tanks (septage) that is regulated by other state agencies, and does not include containers utilized by commercial landlords or other businesses.

“Landfill Liaison” mean one or more full time employees of the County whose responsibility includes the monitoring and inspection of waste transportation and disposal practices in the County, all as required pursuant to Va. Code § 10.1-1408.1 (B)(7).

“Municipal Solid Waste” means that Solid Waste that is normally composed of residential, commercial, institutional, approved industrial, or approved special Solid Waste, and residues derived from combustion of these wastes.

“Operation” means all waste management activities at a solid waste management facility beginning with the initial receipt of solid waste for treatment, storage, disposal, or transfer and ceasing with the initiation of final closure activities at the solid waste management facility subsequent to the final receipt of Solid Waste.

“Permit” means the written permission of the Virginia Department of Environmental Quality (VDEQ) to own, operate, or construct a Solid Waste Management Facility.

“Post-closure” means the requirements placed upon Solid Waste Disposal Facilities after closure to ensure environmental and public health safety for a specified number of years after closure.

“Reclaimed Material” means material that is processed to recover a usable product or is regenerated to a usable form.

“Refuse” means all solid waste products having the character of solids rather than liquids and that are composed wholly or partially of materials such as garbage, trash, rubbish, litter, residues from cleanup of spills or contamination, or other discarded materials.

“Regulations” or “VDEQ Regulations” means VDEQ regulations pertaining to the permitting, operation, monitoring, and closure of a Solid Waste Management Facility.

“Sanitary Landfill” means an engineered land burial facility for the disposal of Municipal Solid Waste that is so located, designed, constructed, and operated to contain and isolate the waste so that it does not pose a substantial present or potential hazard to human health or the environment. For purposes of this Agreement, a Sanitary Landfill may receive only those types of Solid Waste permitted pursuant to the terms hereof.

“Sludge” means any solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility exclusive of treated effluent from a wastewater treatment plant.

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

“Solid Waste Disposal Facility” means a Solid Waste Management Facility at which Solid Waste will remain after closure.

“Solid Waste Management Facility” or “SWMF” means a site used for planned treating, storing, or disposing of solid waste. A facility may consist of several treatment, storage, or disposal units. The Sanitary Landfill, or Landfill, which is the subject of this Agreement is a Solid Waste Management Facility.

## **SECTION 1. OPERATIONS**

### **1.1 Acceptable Waste**

a. The Landfill shall be permitted and operated, and will continue at all times to operate, as a Sanitary Landfill and is authorized to accept Municipal Solid Waste, Construction Waste, Debris Waste, Demolition Waste, and Disaster Waste so long as the said Disaster Waste is not of any type identified herein as Unacceptable Waste, as defined in Section 3 below (hereinafter such authorized waste is referred to a "Acceptable Waste"). Green Ridge will operate the Landfill as a Sanitary Landfill and will accept only those wastes authorized by the Act and Regulations as they may from

time to time be amended; by the Permit, including subsequent permit(s) and permit modifications that may be issued from time to time; and authorized by this Agreement.

Green Ridge will notify the Board of Supervisors of the County (the "Board of Supervisors") and obtain its approval (which approval shall not be unreasonably withheld) prior to submitting any request to VDEQ for approval of the receipt of any type of waste not contemplated by this Agreement. Prior to any such waste being accepted or disposed of at the Landfill, this Agreement must be amended in writing and duly approved by the Parties hereto.

b. Fly ash may be accepted at the Landfill, but solely for use as cover or construction material, or as road beds. Fly ash shall be utilized and managed in compliance with all applicable laws, regulations, and permit requirements.

**1.2 Unacceptable Wastes.** Green Ridge shall not accept for disposal in the Landfill any of the following ("Unacceptable Wastes"):

a. Any material the disposal of which at the time of acceptance would violate the then-existing Permit or any then-current federal, or state, laws, rules or regulations pertaining to a Sanitary Landfill;

b. Any "Hazardous Waste" which shall be deemed to be: (i) any waste defined as "hazardous waste" by Section C of the Resource Conservation and Recovery Act; (ii) any waste defined as "hazardous material" or identified as hazardous waste and described and regulated by VDEQ's Hazardous Waste Management Regulations; (iii) 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 Landfill, or the environment when treated, stored, transported, disposed of, or otherwise managed; (iv) potentially infectious medical waste; (v) regulated levels of polychlorinated biphenyls as defined by the Toxic Substances Control Act, 15 U.S.C. § 2601-2629, or regulations adopted thereunder; and (vi) radioactive waste or low-level radioactive waste as defined by the Atomic Energy Act, 42 U.S.C. § 2011, et seq., or the Southeast Interstate Low-Level Radioactive Waste Management Compact, or the implementing regulations of either;

c. Any nonhazardous domestic, irrigation return flows or industrial wastewater sludges not approved for disposal by VDEQ regulations, or industrial discharges which are point sources subject to permits under § 402 of the Federal Water Pollution Control Act, as amended (86 Stat. 880);

d. Any nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923);

e. Any material number of animal carcasses disposed of in a single day or, except as authorized by the Permit, without specific written approval by the County.

f. Sludge.

g. Any recycled or processed construction and demolition debris (“Processed C&D”) from a Construction Demolition Debris Recycling Facility that Green Ridge knows, at the time of Green Ridge’s acceptance of the material, that the Construction Demolition Debris Recycling Facility did not recycle out the sheetrock. For purposes of this provision, Green Ridge is deemed to have knowledge of the recycling practices of companies to which it is related through full or partial common ownership.

**1.3 Removal of Unacceptable Wastes.** In the event Unacceptable Wastes are deposited in the Landfill, Green Ridge shall promptly notify the Board of Supervisors, and Green Ridge shall, at no expense to the County, promptly remove or cause to be removed the Unacceptable Waste from the Landfill and cause the same to be disposed of in accordance with all applicable laws and regulations.

**1.4 Service Area.** The service area for the Landfill will be 500 miles aerial radial distance, provided, however, the Landfill may accept Disaster Waste for disposal from within the continental United States upon the written agreement of the Parties hereto and the written approval of VDEQ.

**1.5 Daily Disposal Limit.** Except as otherwise provided herein, Green Ridge shall not accept for disposal any more than an average of 5,000 tons of Solid Waste per day during any weekly period beginning on Monday and ending the immediately following Sunday. The foregoing amount may be increased with the approval of the County Board of Supervisors by an amendment, in writing, of this Agreement, so long as the increased quantity is permissible under, and is in full compliance with, all applicable federal, state, and local laws, regulations, and permits.

**1.6 Convenience Center for Residential Waste.** Green Ridge shall provide a Convenience Center to be located on the Landfill properties for use by the residents of the County for the free disposal of Household Waste and the drop off of recyclable materials as set forth herein, and for the disposal of tires for which Green Ridge may charge a fee. The amount of the fee charged for tires will be determined by Green Ridge. Provided further, Green Ridge shall also accept small amounts of construction Agricultural Waste and other inorganic Agricultural Waste, which Green Ridge believes, in its discretion, will not pose a risk to increase odor at the Landfill. The determination of the amount of Agricultural Waste Green Ridge will accept from County residents free of charge is to be determined in the reasonable discretion of Green Ridge. At a minimum, the Convenience Center shall generally be open to County residents six (6) days a week, except holidays, during business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday and from 8:00 a.m. to 2:00 p.m. on Saturday. The Convenience Center

will have recycling Containers, trash disposal Containers, and compacting equipment if needed. The recycling Containers will be provided by Green Ridge and recycled goods will be processed by Green Ridge.

**1.7 County Government Facilities.** Green Ridge shall accept for disposal at the Landfill without charge all Solid Waste, excluding Unacceptable Wastes, generated by the County Government during the Operation of the Landfill.

**1.8 Period of Obligations; Fees; Termination.** Green Ridge's obligations to provide the disposal and drop off services described herein shall be at all times during the Operation of the Landfill. Green Ridge shall use its best efforts to cause the Landfill to be permitted to operate as soon as reasonably practicable. In the event that Green Ridge does not commence Operation of the Landfill within two (2) years of the date of the issuance of (a) the final unappealable necessary zoning approvals (including any necessary conditional use permits), and (b) the Permit by VDEQ necessary for Green Ridge to construct and operate the Landfill, Green Ridge shall pay the County ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) as a delay fee (the "Delay Fee").

In addition to the Delay Fee, Green Ridge shall have the right to terminate this Agreement at any time after two (2) years following Green Ridge's obtaining the final non-appealable zoning approvals (including any conditional use permits). In order to terminate this Agreement, Green Ridge shall notify the County in writing of its election to terminate the Agreement and Green Ridge shall pay to the County ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) as a termination fee (the "Termination Fee") within 180 days of the said notification to the County of Green Ridge's election to terminate this Agreement. Payment of the Delay Fee, if applicable, and the Termination Fee are separate and distinct obligations of Green Ridge that must be met before termination of this Agreement is effective. Notwithstanding a termination of this Agreement, the Parties hereto agree that they shall comply with all applicable Landfill post-closure requirements imposed by federal, state, and local laws, regulations, and permits.

**1.9 Operating Hours.** Access to the Landfill shall be controlled by a gate and/or scale house. A gate-/scale house attendant shall be present during operating hours at the entrance road to screen incoming waste. The attendant shall prohibit the entrance of unauthorized vehicles and vehicles with unauthorized cargo. Those vehicles not permitted into the Landfill will be turned away at the gate-/scale house. Access after operating hours will be allowed only to employees of Green Ridge and to Landfill personnel. The regular Landfill operating hours may be twenty-four (24) hours per day on weekdays (opening at 6:00 a.m. on Monday morning and closing 11:59 p.m. Friday evening) and 6:00 a.m. to 4:00 p.m. on Saturdays. During other times, only trucks and vehicles owned and operated by Green Ridge, any affiliated companies, and their employees, shall be admitted to the Solid Waste Management Facility except in case of emergency. Landfill personnel will remain onsite as long as necessary following primary disposal hours to complete the daily disposal of waste and to accomplish the necessary

daily shut-down tasks. Provided, however, the Landfill may operate at other times in case of inclement weather or emergency if approved by VDEQ and the County.

**1.10 Scales.** Green Ridge shall operate scales at the Landfill entrance or at such other location as may be determined by Green Ridge to ensure the proper weighing of vehicles entering the Landfill. Scales will be of a type and quality customarily used in the industry and shall be properly maintained and operated. Scale data will be reported monthly to the County in such form and at such time as the Parties hereto agree, and scale data will also be available for review by the County at the Landfill during normal business hours upon reasonable notice.

**1.11 Liabilities and Duties.**

a. Green Ridge shall assume all liabilities and duties for compliance with all applicable laws and regulations, with the Permit and with all subsequent amendments thereto, and with other permits and authorizations applicable to the Landfill. Those liabilities and responsibilities shall include, without limitation, maintenance of financial assurance, monitoring, corrective action, closure, post-closure care and third party liability. Green Ridge will operate the Landfill in compliance with all applicable laws, regulations and permit requirements.

b. Green Ridge will maintain daily and weekly cover of the Landfill to control vectors and odors.

c. Green Ridge will maintain an erosion and sediment control plan on a weekly and monthly basis.

d. Green Ridge will at all times maintain a landfill operator at the Landfill certified by the Commonwealth of Virginia

**1.12 Sampling.** Upon request by the County, once a year during a regularly scheduled monitoring, Green Ridge shall provide split samples of air and water samples taken at the Landfill and shall reimburse the County for the cost of having the samples independently analyzed by a laboratory accredited under the Virginia Environmental Laboratory Accreditation Program. The County shall promptly furnish to Green Ridge the results of all analyses so obtained.

**1.13 Safety and Security.**

a. Site Access and Traffic Flow. Access to the Landfill shall be limited to a single public access point from Route 60 and the access points that result from traversing public roads. The access points will be equipped with a gate which shall be closed and locked during non-operating hours. Access will be further controlled by personnel in the scale house on the entrance road which will be located inside the gate.

Green Ridge shall be responsible for initial screening of solid wastes to determine the appropriate disposition within the Landfill; sensors shall be used to assist this determination for commercial and private loads as deemed necessary by Green Ridge. There will be a video record made of all entering vehicles, and Green Ridge will provide appropriate video security throughout the Landfill property.

Traffic flow shall be regulated by adequate signing. Private cars and pickup trucks shall be directed to a special disposal area away from the active Landfill.

b. Weighing-In. All trucks entering and leaving the Landfill to dispose of Solid Waste shall be weighed at the entrance. Trucks owned by Green Ridge and other regular users do not need to be weighed upon leaving if the vehicle tare weights are known. Such trucks must be weighed at least annually to check these weights.

c. Non-Approved Waste. The scale attendant shall request from the driver of each vehicle entering the Landfill a description of the waste it is carrying to assure that Unacceptable Wastes are not allowed into the Landfill. Signs shall be conspicuously posted informing users of Acceptable Waste and Unacceptable Waste.

Unacceptable Waste which escapes initial screening and are dumped on the Landfill shall be removed immediately by the driver of the vehicle or by Green Ridge with the cost of the removal charged to the owner of the vehicle involved. Green Ridge may bar any vehicle owner, individual or operator who disposes of Unacceptable Waste in the Landfill.

**1.14 Road Cleaning**. In order to minimize the transfer of dirt or debris from the Landfill onto state-maintained roads, Green Ridge will sweep, as needed and as permitted by weather conditions the entrance road on the Landfill from Route 60 to the gate/scale house.

**1.15 Litter Control**. All solid waste shall be compacted as soon as practicable after it is unloaded on the site. Cover material shall be applied daily in accordance with the Permit. The working area of the Landfill will be kept as small as practicable to minimize the potential for blowing debris. Litter control will be provided by temporary fencing or cover, if necessary.

**1.16 Site Drainage**. All drainage ways shall be kept free of debris and other obstructions to the flow of water. Sediment ponds shall be excavated as the need arises with the trapped sediment being returned as cover material on the Landfill. No water contaminated with leachate shall be discharged from the site to the natural drainage outfalls.

**1.17 Leachate Disposal**. Green Ridge will provide a plan for, and will receive the necessary authorization and permit for, leachate disposal and/or treatment.

**1.18 Disaster Support.** Green Ridge will provide free disaster support to the County in the event that the Landfill is needed to accept Disaster Waste from an event affecting the County or its residents. In the event the County is reimbursed by the Commonwealth of Virginia or the federal government in connection with such disaster, Green Ridge shall be compensated for such disaster support based on such reimbursements.

**1.19 Combustibles.** Green Ridge will reimburse any expense incurred by local fire and rescue personnel in the event that a fire or similar event may occur at the Landfill.

**1.20 Odor Management.** Green Ridge agrees to control odor at and around the Landfill property and to control and minimize litter along the routes that trucks and vehicles use to deliver trash to the landfill. As required by the Regulations, Green Ridge shall have an Odor Management Plan. To minimize odor, Green Ridge will not accept Sludge. The County shall be provided with a copy of this plan prior to submittal to VDEQ to review for adequacy in addressing complaints, including the timeliness of planned responses, and monitoring odor control activities. Any odor complaint shall be directed to the County and shall be immediately forwarded to VDEQ.

**1.21 Noise/lighting.** Green Ridge shall take such steps as are necessary to prevent noise levels associated with operations on the site from exceeding 67 decibels (not including ambient noise) when measured at the property line of the landfill site (not including the normal sounds of trucks entering the site). Except for bird control, no external speakers shall be used at the Landfill. Except for the entrance lighting and lighting at intersections, any and all outside lighting shall be designed so that there is no more than 0.5 foot candles of ambient light conditions when measured at the Landfill facility property line.

**1.22 Inspections and Monitoring.**

a. **Site Inspection Checklist.** The site inspection checklist shall be maintained in the administrative offices at the Landfill. Results of previous inspections are to be maintained for three (3) years. Inspections shall be made jointly by the Landfill Supervisor, a representative of the County, and a representative of VDEQ.

b. **Climate Records.** A record of observed climatic conditions shall be maintained in the administrative offices. Such observations need not include detailed statistical data but rather are to present qualitative observations. Climatic conditions shall be recorded and filed daily at the Landfill's office.

c. **Gas Generation.** Green Ridge shall establish a methane gas monitoring system at the Landfill. Methane gas measurements will be made quarterly.

In the event of the sale of such methane gas [or other energy resources], the County shall receive a royalty equal to 10% of the gross revenues of any sale received by Green Ridge or any of its affiliates, to be paid within twenty (20) days of the end of each calendar quarter. In addition, Green Ridge will pay to the County 10% of all gross receipts of Green Ridge or its affiliates generated directly or indirectly through the sale or use of methane generated at the Landfill, including, without limitation, uses for sale of tax credits and omissions offsets.

d. Leachate. Leachate shall be transferred to an appropriate above-grade holding tank or other permitted and constructed holding structure of a capacity sufficient to meet regulations. Leachate shall be handled and treated as required by federal, and state laws, regulations, and the applicable permits. Under no circumstances shall untreated leachate be allowed to escape the Landfill areas into the surface or ground waters of the County.

e. Groundwater Sampling and Testing. Monitoring wells shall be constructed around the perimeter of the Landfill (and within the buffer areas) with the locations of said wells to be approved by VDEQ prior to their construction. All drilling logs will be retained and made available at the County's request. Upon approval of the Permit, background water samples shall be taken quarterly and analyzed per the parameters as established by the VDEQ. Upon request, this information will be provided to the VDEQ and the County, thereby establishing the basis for future and on-going monitoring efforts.

f. Surface Water Sampling and Testing. Natural surface water bodies which flow through or adjoin the Landfill site shall be sampled for water quality upstream and downstream of the possible point of impact by the Landfill as may be required by VDEQ. Background samples shall be compared to subsequent quarterly samples. Samples shall be sent to the Commonwealth of Virginia certified laboratory for analysis with a copy of the results furnished to the County. Statistically significant changes shall require that additional analyses be made on water samples to determine which water quality parameters have changed, if the changed condition violates water quality standards or other relevant and appropriate standards or requirements, and to identify the potential source of pollutants. If the Landfill is found by VDEQ to be the cause of such changes in water quality, Green Ridge will take immediate action to correct the pollution by whatever means are necessary. All violating discharges shall be designated as leachate and disposed of as such.

g. Residential Water – Supply Monitoring. Green Ridge shall implement a residential water supply monitoring program at all drinking water supplies (wells) located within 3,000 feet of the Landfill boundary for landowners who elect to participate.

## **SECTION 2. FEES, PAYMENTS, AND CONTRIBUTIONS**

### **2.1 Host Fee.**

a. Upon Commencing Operation of the Landfill, Green Ridge will pay to the County a Host Fee of \$1.50 per ton for each ton of Compensable Solid Waste accepted for disposal in the Landfill. Green Ridge will pay the County an additional \$1.25, yielding a total fee of \$2.75, for every ton of Compensable Solid Waste accepted for disposal in the Landfill during each calendar month in which the Landfill accepts on average more than 3,500 tons a day in that month based on the number of days the Landfill operated in that month. For example, if there were twenty-six (26) days in the month of May that Green Ridge accepted Compensable Solid Waste for disposal at the Landfill, Green Ridge would pay to the County \$1.50 for every ton of Compensable Solid Waste accepted by the Landfill during that month of May up to 91,000 tons and shall pay to the County \$2.75 for every ton of Compensable Solid Waste accepted by the Landfill for that month of May in excess of 91,000 tons. The Host Fee shall be calculated and paid on a calendar month basis and payment shall be made to the County on or before the fifteenth (15th) day of the month immediately following the month for which the fee is calculated. The Host Fee shall be adjusted annually, beginning on the fourth (4th) anniversary of the beginning of Operation of the Landfill, and on each anniversary thereafter, to reflect increases in the Consumer Price Index (CPI-U) published by the Bureau of Labor for all urban consumers, with a minimum increase of one percent (1%) and a maximum increase of three percent (3%) on each anniversary.

b. Within ninety (90) days of receiving unappealable and final zoning approvals to construct and operate the Landfill on the property, including all necessary conditional use permits, Green Ridge will prepay to the County \$150,000.00 in Host Fees. One year following the payment of the said \$150,000 prepayment, Green Ridge shall prepay an additional \$250,000 in Host Fees. These prepayments shall be credited against, and thereby shall reduce, the Host Fees (including the minimum host fee of \$400,000) that are due and payable after Operation of the Landfill commences.

c. At all times during Operation, Green Ridge will guarantee a minimum Host Fee payment to the County of \$400,000 per fiscal year July 1 through June 30. During the first year of Operation and the last year of Operation of the Landfill, the minimum guaranteed payment shall be prorated for the time period of Operation during such first and last fiscal years. This minimum guaranteed payment shall be paid irrespective of the volume of Compensable Solid Waste accepted at the Landfill, and such guaranteed payment shall be adjusted annually on each July 1 to reflect increases in the Consumer Price Index (CPI-U) published by the Bureau of Labor for all urban consumers, with a minimum increase of one percent (1%) and a maximum increase of three percent (3%) on each anniversary. Provided, however, the aforementioned increases shall commence on the fourth July 1 that follows the commencement of the Operation of the Landfill. Such minimum guaranteed payment will be made on or before July 15 of the current fiscal year. Provided, further, in the first fiscal year of the Landfill Operation, the guaranteed payment will be made within (30) days of the commencement

of the Landfill Operation. In the last fiscal year of the Landfill Operation, the County will rebate any over payment based on the aforementioned proration..

**Example 1**

Within 90 days of receiving unappealable and final zoning approvals to construct and operate the Landfill, including all necessary conditional use permits, Green Ridge pays to the County \$150,000. One year later, Green Ridge pays to the County \$250,000. Shortly after, and prior to a delay fee coming due pursuant to paragraph 9 above, Green Ridge begins operation of the Landfill on December 1. Upon Operation, a guaranteed Host Fee is paid by Green Ridge to the County in the amount of \$233,333.33  $((\$400,000/12) \times 7 \text{ months})$ , bringing Green Ridge's Host Fee total credit to \$633,333.33  $(\$150,000 + \$250,000 + \$233,333.33)$ . The following occurs during the first year of operations:

Month 1: A total of 72,800 tons of Compensable Solid Waste is deposited in the Landfill in this month and the Landfill is operational for 26 days. This is an average of 2800 tons of Compensable Solid Waste per work day. Green Ridge owes the County for Month 1 the sum of \$109,200  $(2600 \text{ average tons} \times 26 \text{ days} \times \$1.50)$ . The amount due to the County is applied to the Host Fee total credit of \$633,333.33. Green Ridge enters month 2 with a Host Fee credit balance of \$524,133.33.

Month 2: A total of 101,304 tons of Compensable Solid Waste is deposited in the Landfill in this month, and the Landfill is operational for 27 work days. This yields an average of 3752 tons of Compensable Solid Waste per work day. Green Ridge owes the County for Month 2 the sum of \$160,461  $((3752 \text{ tons} \times 27 \text{ days} \times \$1.50) + (252 \text{ tons} \times 27 \text{ days} \times \$1.25))$ . Green Ridge entered month 2 with a Host Fee credit balance of \$524,133.33 against which the \$160,461 obligation is credited. Green Ridge enters month 3 with a Host Fee credit balance of \$363,672.22.

**Example 2**

At July 1 of year 7 of Operations, the escalated guaranteed Host Fee is \$438,000 and is paid by Green Ridge to the County. Host Fees based on Compensable Solid Waste deposited at the Landfill are \$121,000 in July, \$116,000 in August, \$123,750 in September, \$119,000 in October, and \$122, 680 in November. Green Ridge would pay the following to the County after applying the guaranteed Host Fee that Green Ridge had already paid to the County:

August (for July)	\$0
September (for August)	\$0
October (for September)	\$0
November (for October)	\$41,750
December (for November)	\$122,680

**Example 3**

In the final year of Operations, Green Ridge pays to the County on July 1 a guaranteed Host Fee in the amount of \$612,650. The Landfill is in operation for three months of that year before closure. During the three months of operation, Green Ridge owes to the County a total of \$418,765 in Host Fees based on the amount of Compensable Solid Waste deposited at the Landfill. At closure of the Landfill, the County owes to Green Ridge the amount of \$193,885 (\$612,650 - \$418,765).

**2.2 Additional Initial Fees.** Within ninety (90) days of receiving unappealable and final zoning approvals to construct and operate the Landfill on the property, including all necessary conditional use permits, Green Ridge will pay to the County or its designee \$100,000. The purpose of this payment is to defray the costs and expenses incurred by the County in connection with (i) the negotiation and execution of this Agreement and other matters related to this Agreement, (ii) the zoning and permitting processes related to the approval of the Landfill, (iii) the permitting process with VDEQ related to the approval of the Permit, and (iv) the construction of the Landfill.

**2.3 Additional Annual Contribution.** During the period of the Landfill Operation, and beginning on the fifteenth (15<sup>th</sup>) day after Operation of Landfill begins and continuing annually on the anniversary date of the first day of Operation, Green Ridge shall make a payment to the County in the initial amount of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) to be used for environmental and science public education, or for any specific expenditure agreed upon in writing between the County and Green Ridge. The annual amount due under this paragraph 38 shall be increased annually on each anniversary date, at a minimum of one percent (1%) but no more than three percent (3%) each year, based upon year-over-year changes in the Consumer Price Index for all Urban Consumers (CPI-U) published by the Bureau of Labor.

**2.4 Additional Recreational Facilities Contribution; Economic Opportunities.** As part of the closure and post-closure plan for the final closure of the Landfill, after closure of the Landfill, Green Ridge will provide at least 25 acres of land for public use at the site of the Landfill. Green Ridge will make an annual payment to the County of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) during the period of Landfill Operation, due on the fifteenth (15<sup>th</sup>) day after Operation of the Landfill begins, and continuing annually on the anniversary date of the first day of Operation, which amount shall be increased annually on each anniversary date, at a

minimum of one percent (1%) but no more than three percent (3%) each year, based upon year-over-year changes in the Consumer Price Index for all Urban Consumers (CPI-U) published by the Bureau of Labor. The annual payment due under this paragraph 39 is in addition to the annual payment due under paragraph 38. Green Ridge and the County will work together to support the Landfill and identify and promote economic development opportunities for the County during the Operation of the Landfill and in connection with the post closure of the Landfill. In addition, and subject to agreement by Southside Virginia Community College (the "Community College") and other governmental, licensing, and regulatory agencies, Green Ridge will use its reasonable best efforts to establish a commercial driver license ("CDL") training program sited with and through the Virginia Community College System, to include Green Ridge's providing the use of necessary vehicles to train CDL students. The County agrees to facilitate and support efforts to establish the CDL program.

### **SECTION 3. CONSTRUCTION AND ADMINISTRATION**

#### **3.1 Landfill Liaison.**

a. During the operation of the Landfill, Green Ridge will reimburse the County up to a maximum of \$100,000 per annum, adjusted annually effective July 1 at a minimum of 1% per year but no more than 3% per year based on year-over-year changes in the Consumer Price Index for all Urban Consumers (CPI-U). The purpose of the reimbursement is to defray the costs and expenses of employing a County Landfill Liaison, which costs include benefits and any other related payroll expenditures as well as associated costs which may include, but are not limited to, uniforms, vehicle expense, cellular telephone expense, and tools and equipment.

b. The Landfill Liaison's duties shall include monitoring and inspection of waste disposal practices in the locality and at the Landfill, and monitoring all requirements of this Host Agreement and the zoning (including the conditional use permit). The Landfill Liaison shall have access to the Landfill at all times during normal working hours, and at such other times, upon prior notification to Green Ridge, as may be reasonable and necessary to perform his or her duties.

c. Subject to compliance with safety requirements prescribed by Green Ridge, which may include, without limitation, training, use of protective equipment and escort by Green Ridge personnel, the Landfill Liaison shall have access to working areas of the Landfill to ensure compliance with this Host Agreement and with applicable laws, regulations and Permit requirements.

d. The Landfill Liaison shall have access to Landfill records as necessary to ensure compliance with this Host Agreement and with applicable laws, regulations and Permit requirements but shall not be entitled to review confidential business information as reasonably identified by Green Ridge.

e. At least once every thirty (30) days, Green Ridge representatives and the Landfill Liaison shall meet to ensure proper coordination of the Landfill Liaison's activities with Operations at the Landfill.

**3.2 Landfill Liaison Authority.** The Landfill Liaison shall be an employee of the County and in no way answerable to Green Ridge other than for compliance with job site safety rules. The Landfill Liaison is expressly authorized to do the following:

a. To be present at the Landfill at any time during Operating Hours as set forth in paragraph ten above. Green Ridge shall notify the Landfill Liaison of any change in operating hours.

b. To have access to any and all portions of the Landfill and all buildings thereon. Green Ridge shall furnish the Landfill Liaison access to a phone, any employee eating facilities, restrooms, and an office. Green Ridge shall furnish an area for the Landfill Liaison to safely observe Landfill Operations during inclement weather.

c. To review any books, records or logs kept at the Landfill and relating to operation of the Landfill (excepting financial records).

d. To stop any vehicle entering the Landfill and inspect the same.

e. To inspect any face of a cell and review all work undertaken at the Landfill.

f. To participate in the taking of all samples required by applicable Regulations or this Agreement. Green Ridge shall not take any sample of waste, surface water, or ground water without first offering the Landfill Liaison an opportunity to participate in such sampling.

g. To perform independent tests of waste, surface water, groundwater, or any other item as the Landfill Liaison deems appropriate.

h. To review all test results and reports obtained in connection with the Landfill.

i. To perform and monitor all requirements of this Host Agreement and the conditional use permit issued by the County for operation of the Landfill.

**3.3 Books and Records.**

a. Quarterly Reports. Green Ridge shall keep records of Solid Waste received and the County shall have the right to inspect and audit the same insofar as they pertain to the operation of the Landfill. The records shall show the type, weight, source (state of origin) and volume of Solid Waste received; deviations made from the plan of

operation; those parts of the Landfill currently used; specific complaints regarding the operation of the Landfill; written notices of violation of law; all written communications with local, state and federal governmental authorities relating to the Operation of the Landfill; and receipt records. Such record shall also specify the amount of Solid Waste received from County residents convenience waste drop off stations and from County Government facilities disposed of at the Landfill. Green Ridge shall prepare reports on a quarterly basis, certified by an officer of Green Ridge and send such reports the County on or before the fifteenth (15<sup>th</sup>) day of the month immediately following the end of such quarter.

b. Annual Report. Green Ridge shall prepare and furnish to the County an annual report which shall provide a summary of the information required in the quarterly report.

c. Annual Certificate. Green Ridge shall prepare an annual certificate of its Landfill operations showing annual tonnages and receipts, which certificate shall be issued by an officer of Green Ridge with copies being furnished to the County. Green Ridge shall deliver such certificate to the County no later than March 1 of each year following the previous calendar year of such operations. The County will hold in confidence and not disclose nor use any information furnished or disclosed to it without the express written approval of Green Ridge unless the release of such information is required under the Virginia Freedom of Information Act or court proceedings.

**3.4 Information Sessions.** Quarterly, while the Landfill is in operation, Green Ridge shall meet with the Board of Supervisors or their representative(s) to discuss the landfill operations; all issues, concerns, or non-compliance reports; complaints and their resolution; and other items as requested by the County. Green Ridge staff shall meet with the Landfill Liaison as frequently as necessary for the Landfill Liaison to perform the duties assigned, but no less frequently than once each calendar week.

**3.5 Permits and Approvals.**

a. As part of the process to obtain approval to construct, own, and operate the Landfill, Green Ridge shall apply to the County to receive rezoning to M-2 and a conditional use permit for the Landfill real properties in accordance with the County ordinances regarding M-2 zoning and conditional use permits. The M-2 zoning and conditional use permit shall state the terms and conditions upon which the Landfill may be operated by Green Ridge. Any requirements of the County Board of Supervisors contained in the M-2 zoning and Conditional Use Permit shall be fulfilled by Green Ridge in connection with the Landfill. Nothing herein shall guarantee approval or continuation of any rezoning or conditional use permit.

b. As part of the consideration for this Agreement, the County will cooperate fully with Green Ridge's efforts to obtain Permits, Permit transfers and/or Permit amendments authorizing the Landfill construction, including the performance of infrastructure studies, traffic studies, zoning approvals, need surveys and other information necessary for preparation of a complete application. The County will make available to Green Ridge upon request access to all records and data in its possession or control pertaining to the Landfill. The County will use its best efforts to support and cooperate with Green Ridge in obtaining the Permit and any necessary amendments to the Permit for the Landfill construction, and will process expeditiously requests for zoning, rezoning, permits and other approvals required by County ordinances. Nothing herein shall be construed to require the Board of Supervisors to exercise any legislative function in favor of Green Ridge.

**3.6 Cell Construction.** Cell construction shall be in accordance with the Permit and VDEQ Regulations and all other regulations governing cell construction. Both Parties hereto recognize that the construction of the site is critical, and Green Ridge agrees to provide third party quality assurance of each liner system and allow a County representative to examine that work on a daily basis.

**3.7 Reporting.** Green Ridge will supply to the County on a quarterly basis copies of all of its inspection reports, monitoring data and disposal arrangements of rejected or removed loads. Green Ridge also will supply to the County upon request data relating to Landfill construction.

**3.8 Buffers.** All areas of the Landfill which are used for the disposal of waste shall have at a minimum buffers in accordance with VDEQ Regulations. Additionally, except for the entrance road property, at a minimum the Landfill property shall have a perimeter buffer of not less than 200 feet adjacent to properties with a residence that is not owned by Green Ridge or its subsidiary or affiliate. Provided, however, there will be a minimum 50 foot buffer on the entrance road property, as identified on Exhibit A. The entrance road property may also include a Convenience Center, trailer parking/storage, scales, hardware, gate and related uses and structures. There shall be a minimum 100 foot buffer along any other portion of the perimeter of the Landfill property. The location of buffers are generally depicted on Exhibit A. Buffers shall be left undisturbed except for the minimum area required to be cleared for access roads, utility easements, monitoring wells and other environmental structures, and screening berms. Natural vegetation shall be maintained in such buffers and supplemented where necessary with evergreens to insure four season screening of operations. Additionally, the areas of the Landfill's Disposal Unit Boundary as defined by VDEQ shall be sited:

a. not less than 300 feet from the nearest now – existing residence, not owned by Green Ridge or its affiliate.

b. not less than 500 feet from any well or spring being used for drinking water as of the date of this Agreement until the well or spring is no longer used for drinking water through no fault of the Operation of the Landfill.

c. not less than 100 feet from any perennial stream or river as of the date of this Agreement, and

d. not less than 50 feet from any public road as of the date of this Agreement.

**3.9 Internal Roads.** Roads in the operating Landfill shall be graded as necessary to maintain smooth, well drained surfaces. During dry periods, these operating roads shall be sprayed with water as necessary to reduce and minimize dust.

## **SECTION 4. CLOSURE**

### **4.1 Facility Closure, Monitoring and Maintenance Financial Assurance.**

a. In accordance with VDEQ Regulations related to facility closure, corrective action, monitoring and maintenance, Green Ridge shall either maintain the required financial test ratios or shall pay to the Commonwealth of Virginia by either a trust fund, letter of credit or deposit of collateral as allowed by the VDEQ Financial Assurance Regulations for Solid Waste Disposal, Transfer and Treatment Facilities, an amount sufficient to meet those Regulations and further to close the Landfill in any current year and maintain and monitor it for a period of thirty (30) years following closure. These amounts shall be determined and maintained in accordance with VDEQ Regulations.

b. Green Ridge will post financial assurances in accordance with the requirements of the Act and VDEQ Regulations for the closure and post-closure obligations associated with the Landfill. Green Ridge will provide records supporting such financial assurances as required by the Act and by VDEQ annually to the County.

c. Annually, the County may elect to review, or have reviewed by an independent party, the financial assurance estimates for closure, post-closure care, and corrective action in order to verify that the estimates adequately reflect the reasonably anticipated cost to complete the closure as required by VDEQ. If the review indicates that Green Ridge has insufficient funding to address these activities, the County may notify VDEQ of such.

### **4.2 Landfill Site Closure, Final Plan and Completion.**

a. Landfill Closure. The closure of the Landfill shall be in compliance with all applicable federal and state laws, regulations, and permits. No less than two years prior to the anticipated closure, Green Ridge shall develop a closure and

post closure plan for review by the County. The final closure plan must be approved by VDEQ or its successor regulatory authority prior to initiating closure. Green Ridge shall work with engineers, landscape architects, and other professionals at the end of the term of this Agreement regarding the use of the Landfill following closure, including for the possibility of constructing recreational park facilities and athletic fields at the site of the Landfill.

b. Post Closure Care. The post closure care for the Landfill shall be in compliance with all applicable federal and state laws, regulations, and permits..

## **SECTION 5. DEFAULT**

**5.1 No Joint Venture.** This Agreement is entered into solely for the purposes set forth herein and shall not be construed to create a joint venture or partnership between Green Ridge and the County.

**5.2 Cooperation by County.**

a. The County Board of Supervisors will work with Green Ridge to advance the interests of the County financially and to promote clean, healthy waste disposal facilities.

b. The County will encourage new businesses locating in Cumberland County to utilize the services of Green Ridge to haul waste to the Landfill.

## **SECTION 6. MISCELLANEOUS**

**6.1 Compliance With Laws.** Green Ridge shall operate and close the Landfill in compliance with all applicable federal and state laws, regulations, and permits. In the event that Green Ridge is notified of any violation at the Landfill of any applicable federal or state law, regulation, or permit, Green Ridge shall promptly (a) notify the County of said violation, (b) diligently cooperate with the applicable regulatory agency, and (c) take all reasonable and necessary actions to attempt to cure the violation. Green Ridge shall comply with all applicable laws, regulations, rules, and ordinances which generally govern the operation of a business within the County.

**6.2 Insurance.** Green Ridge will obtain and maintain in effect comprehensive general liability insurance and pollution liability insurance with minimum coverage limitations of \$2,000,000 per occurrence and \$5,000,000 annual aggregate; employer's liability/workers' compensation insurance with a minimum coverage limitation of \$1,000,000 per accident; property and casualty insurance on a replacement value basis, with minimum coverage limitation of \$5,000,000 per occurrence; and such other insurance for the Landfill as may be required by law. The County, its elected and

appointed officials, and its employees, shall be listed as additional insureds on the comprehensive general liability and pollution insurance policies in connection with any event or occurrence arising from the Landfill.

**6.3 Access, Hauling Routes and Daily Traffic Volume.**

a. The primary travel and hauling routes for vehicles transporting waste to the Landfill shall be U.S. Route 60 (the “Preferred Access Route”).

b. Green Ridge will take appropriate measures to inform its customers and contractors of the Preferred Access Route, to advise them that the Preferred Access Route is the preferred route to the Landfill, and to request that they avoid travelling through the Town of Farmville. Green Ridge will, to the extent possible, enforce these restrictions through appropriate contract conditions and disciplinary measures.

c. Parking or queuing of trucks outside of the Landfill entrance onto Route 60, or on streets adjacent to the Landfill, shall not be permitted except during emergencies when authorized in writing by the County. No overnight parking of trucks in the County shall be permitted.

d. Green Ridge will take all appropriate measures to help insure that all hauling routes used for ingress and egress from the Landfill, including the Preferred Access Route, remain clear of mud, dirt, and litter caused by the Operation of the Landfill.

e. The anticipated approximately daily traffic volume is expected to be 175-250 trucks with twenty (20) tons of waste (350-500 trips). Local daytime trucks and local convenience center trips are anticipated to be approximately 448 trips per day, employee trips approximately 70 per day, and vendor trips approximately 6 per day.

**6.4 Notification.** Within five (5) days of Green Ridge's receipt of same, Green Ridge will notify the County of any Warning Letters, Notices of Violation, or other notices of enforcement action resulting from operation of the Landfill.

**6.5 Term; Modification.**

a. This Agreement shall become effective upon execution and shall remain in effect until Solid Waste is no longer accepted at the Property, unless sooner terminated as permitted under the terms of this Agreement, or by a subsequent written agreement of the Parties. The Parties acknowledge that the closure period for the

Landfill pursuant to the Act and Regulations will extend the term of this Agreement for up to 30 years following closure of the Landfill.

b. Green Ridge will notify the County, in writing, at least one hundred eighty (180) days prior to ceasing acceptance of solid waste at the Landfill.

c. This Agreement may be modified only by an instrument in writing, executed by the Parties.

d. This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes any prior written or oral agreements and understandings between the Parties as to the subject matter hereof.

#### **6.6 Indemnification.**

a. Green Ridge hereby agrees to indemnify and hold harmless the County from all claims, demands, and actions, legal or equitable, costs, liabilities, and expenses (including court costs and reasonable attorneys' fees) (the "Costs") arising from or in connection with the Landfill, including, without limitation, Green Ridge's design, construction, operation, maintenance, monitoring, and closure thereof, or otherwise in connection with this Agreement, and/or the County's enforcement thereof. Green Ridge further agrees to indemnify and hold harmless the County from any action brought by any landowner seeking damages for any reason as a result of the Landfill, including, but not limited to, personal injury, property taking, property damage, trespass, nuisance, and/or inverse condemnation.

b. Liability for all conditions of the Landfill shall be assumed by Green Ridge as of the date of this Agreement. The County shall not be liable for any condition. Green Ridge shall indemnify and hold County harmless for any condition related to the Landfill.

c. The provision of this Section 44 shall survive any termination of this Agreement.

**6.7 Transferability of Agreement.** Except for a subsidiary or wholly-owned affiliate of Green Ridge or County Waste of Virginia, LLC, no assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by Green Ridge without the express written consent of the County, which consent shall not be unreasonably withheld. In the event of any consented assignment, the assignee shall assume the liabilities of Green Ridge. Such assignment will not release Green

Ridge from its obligations under the terms of this Agreement. Any assignment, other than to a permitted subsidiary, without the consent of the County shall be void. Notwithstanding the foregoing, Green Ridge shall submit to the County proof of the financial condition of a Green Ridge subsidiary or wholly-owned affiliate before assignment thereto. Within fourteen (14) days of its receipt of said proof, the County may object in writing to the assignment if the County questions the financial condition of the subsidiary or wholly-owned affiliate. Upon the making of such written objection, the Parties shall promptly confer regarding the issue. No assignment shall be made to such subsidiary or wholly-owned affiliate without the express written consent of the County, which consent shall not be unreasonably withheld.

### **6.8 Breaches and Defaults.**

a. In the event of a default under this Agreement, if a Party has not cured its default after thirty (30) days of receiving written notice of the default from the non-defaulting Party, 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 such default, including the right to offset said costs of curing the default against any sums due or which become due to the defaulting Party under this Agreement. Such non-defaulting Party shall, in its reasonable judgment, attempt to use the most economically reasonable method of curing any such default.

b. This Agreement may be terminated by the County in the event of a material breach of this Agreement by Green Ridge that has not been cured within thirty (30) days of written notice thereof being sent to Green Ridge by the County. A material breach shall mean a failure to comply with (1) any of the provisions of this Agreement, (2) the permits under which the Landfill will be operated or built, or (3) applicable federal or state laws, rules, regulations, or permits. A material breach shall also include the insolvency of Green Ridge or its assignee, such insolvency to be established by the filing of either a voluntary petition in bankruptcy showing Green Ridge as the debtor or an involuntary petition that is not dismissed within one hundred eighty (180) days of its filing. A material breach shall also include a violation of the conditional use permit issued to Green Ridge. Provided, however, Green Ridge's complying or taking action consistent with any VDEQ warning letter, notice of violation, or plan of action shall be deemed a cure. Green Ridge's failure after receiving written notice to resolve as soon as possible, a material breach that state or federal authorities determine threaten the safety of the public or threatens to cause material environmental damage, shall entitle the County to terminate this Agreement effective immediately. Further, the County may terminate this Agreement effective immediately if Green Ridge fails to pay an amount due under this Agreement within thirty (30) days of receiving from the County written notice of the failure to pay. Provided, however, if a dispute exists as to whether an amount is owed or Green Ridge has otherwise breached or failed to comply with this Agreement, Green Ridge may seek a declaratory judgment in Cumberland Circuit Court and submit the disputed amount, if any, to the Clerk of the Halifax Circuit Court, and the cure period and any termination of this Agreement shall be tolled pending a decision of the Circuit Court.

c. To be effective under this Agreement, written notice by the Parties shall be delivered by hand or by certified mail, return receipt requested, as follows unless and until a Party is notified by the other of a change in recipient and/or address:

As to Green Ridge:

Jerry Cifor  
4 Enterprise Avenue  
Clifton Park, New York 12065

With a copy to:

William H. Shewmake, Esquire  
LeClairRyan PLCC  
919 East Main Street  
Twenty-Fourth Floor  
Richmond, Virginia 23129

As to the County:

Office of the County Administrator  
1 Courthouse Circle  
Post Office Box 110  
Cumberland, Virginia 23040

d. In the event of a breach and the appropriate notice thereof to Green Ridge by the County, the cure periods noted above may be extended at the sole discretion of the County without the County waiving its right to terminate the Agreement at any time prior to the cure being made by Green Ridge.

e. In addition to any other remedies which may be available to the County at law or equity (including, without limitation, specific performance and injunction), any material breach of this Agreement by Green Ridge that is not cured within the applicable cure period shall be subject to a liquidated damages payment of FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) per day for each day that such breach remains uncured following the expiration of the cure period, *provided, however*, that the County shall provide Green Ridge with a second written notice not less than five (5) business days before such fine begins to accrue.

If the County files a lawsuit to enforce any provision of this Agreement, and the County substantially prevails on any substantive count of the lawsuit, the County is entitled to all reasonable attorneys' fees, litigation expenses, and court costs on the counts it asserted, except for those counts or claims that are resolved in Green Ridge's favor on demurrer, a motion to dismiss, or summary judgment. In no event shall Green Ridge be entitled to an award of attorneys' fees or litigation expenses against the County under this

Agreement. Green Ridge will only be entitled to litigations expenses and court costs, including reasonable attorneys' fees where such entitlement is expressly required by statute or other law or rule.

**6.9 No Third Party Beneficiaries.** This Agreement is solely for the benefit of the named Parties and no third party beneficiaries are created or intended to be created hereby.

**6.10 Severability.** If any provision of this Agreement shall be declared void or unenforceable, the remaining provisions shall not be affected but shall continue in full force and effect.

**6.11 Force Majeure.** Any delay or failure of performances by either Party hereunder shall not constitute a breach or give rise to any claim if and to the extent such delay or failure is caused by an act, event, or condition beyond the Party's reasonable control.

**6.12 Financial Assurance Upon Default.** Green Ridge and its successors in interest, including its assignees, will assume responsibility for any expense that the County may incur in the event that Green Ridge or its successors abandon the Landfill after it commences Operation or close the Landfill in violation of this Agreement. The County will review annually the post-closure financial assurance data that Green Ridge provides to VDEQ or any other regulatory agency to determine the post-closure expenses that the County may incur in the event that such closure or abandonment may occur. The County may conduct an independent third-party review as described in paragraph 14(c) to determine the requirement of financial assurance in the event of closure or abandonment. Green Ridge agrees to be bound by such findings and modify their financial assurance mechanism accordingly, to the extent the modification complies with VDEQ requirements. Provided, however, if Green Ridge disputes the proposed modification, Green Ridge may demand that another independent qualified third-party, mutually agreed upon by the Parties, make a determination concerning the adequacy of Green Ridge's financial assurance. If the Parties cannot agree on the third-party reviewer, Green Ridge may petition the Cumberland Circuit Court to appoint the independent reviewer. The Parties agree to be bound by the findings of the agreed upon or appointed reviewer. The provisions of this Section 51 shall survive any termination of this Agreement.

**6.13 County Employees.** All current Cumberland employees in good standing will have the opportunity to apply and interview for available positions at the Landfill. Cumberland County employees in good standing shall be given preference for positions for which they have applied and are qualified.

**6.14 Labor and Contracts.** Green Ridge shall give, subject to qualification and background checks, preference to residents of the County and businesses located within the County in its hiring of employees and independent contractors and in entering into third party contracts for the providing of goods and services at the Landfill.

**6.15 Certain Taxes.** The County shall only assess Green Ridge personal property, machinery, equipment, and machinery and tools taxes, and other similar taxes on the property of Green Ridge primarily located or registered in the County. The value of the airspace in the Landfill shall be considered an intangible asset for the purpose of assessing personal property taxes by the County.

**6.16 Real Property Taxes.** Green Ridge shall pay real property taxes as assessed by the Commissioner of the Revenue of Cumberland County, Virginia and billed by the Treasurer of Cumberland County, Virginia.

The Landfill properties will be reassessed during the County's real estate reassessment to be effective January 1, 2020 and periodically thereafter. The County shall rebate each year to Green Ridge the amount of real property taxes paid by Green Ridge which exceed the then-applicable real property tax rate applied to the Baseline Property Value. The Baseline Property Value shall be the value of the subject real property owned by Green Ridge established by the County during the reassessment effective January 1, 2020, or the 2018 real estate assessment land value of the Landfill property plus fifteen (15%) percent of that value, whichever is lower, adjusted each year after 2020. The Baseline Property Value shall be adjusted annually each year after 2020 to reflect increases in the Consumer Price Index (CPI-U) published by the Bureau of Labor for all urban consumers, with a minimum annual increase of one percent (1%) and a maximum annual increase of three percent (3%) on each anniversary. The rebate shall be paid to Green Ridge within sixty (60) days of Green Ridge paying the real estate tax. To the extent that the County cannot provide Green Ridge the rebate as found by a court of competent jurisdiction, then the Host Fee each year shall be reduced by the difference between the tax paid based on the Baseline Property Value and the amount of real estate property tax paid by Green Ridge.

#### **Example**

The total assessment of the Landfill property in calendar year 2018, for purposes of illustration only, is \$1,795,000. Following the general reassessment, the total assessment of the Landfill property, including improvements, effective January 1, 2020 is \$2,210,000. The real property tax rate for Cumberland county for 2020 is \$0.78. For calendar year 2020, Green Ridge is billed a total of \$17,238 in real property taxes. The total real property tax that would have been paid at the 2020 real property tax rate applied to the 2018 real property assessment increased by 15% is \$16,101.15 ( $\$1,795,000 \times 1.15 / 100 * 0.78$ ). The County owes a real

property tax rebate to Green Ridge in the amount of \$1,136.85 payable within 60 days following the payment of real property taxes by Green Ridge to the County.

**6.17 Environmental and Community Protection/Assurance.** Green Ridge will perform this Agreement and provide services to County in a manner that places the safety and welfare of the County, its residents, and their properties at the forefront. Green Ridge will operate the Landfill in a manner that compliments the aesthetics of the surrounding area and neighborhood. It is the mutual goal of the County and Green Ridge that the Landfill be a source of pride for the County, its citizens, and the greater Southside Virginia community. In this regard, proper Landfill screening and odor control are vitally important. Any complaint or concern shall be given immediate attention by Green Ridge and the details of the complaint and resolution thereof shall be provided to the Landfill Liaison by Green Ridge within two (2) business days of receipt of the complaint or concern.

**6.18 Contingency.** Nothing in this Agreement guarantees zoning approval for the Landfill, and the rights and obligations of the Parties are contingent upon the initial zoning approvals (including conditional use permit) necessary to construct and operate the Landfill on the property.

*[Signatures Appear on the Following Page]*

**WHEREFORE**, the undersigned, having been duly authorized to bind their respective principals, do set their hands to this Host Agreement this \_\_\_ day of \_\_\_\_\_, 2018.

CUMBERLAND COUNTY, VIRGINIA

Date: \_\_\_\_\_

By: \_\_\_\_\_, Title

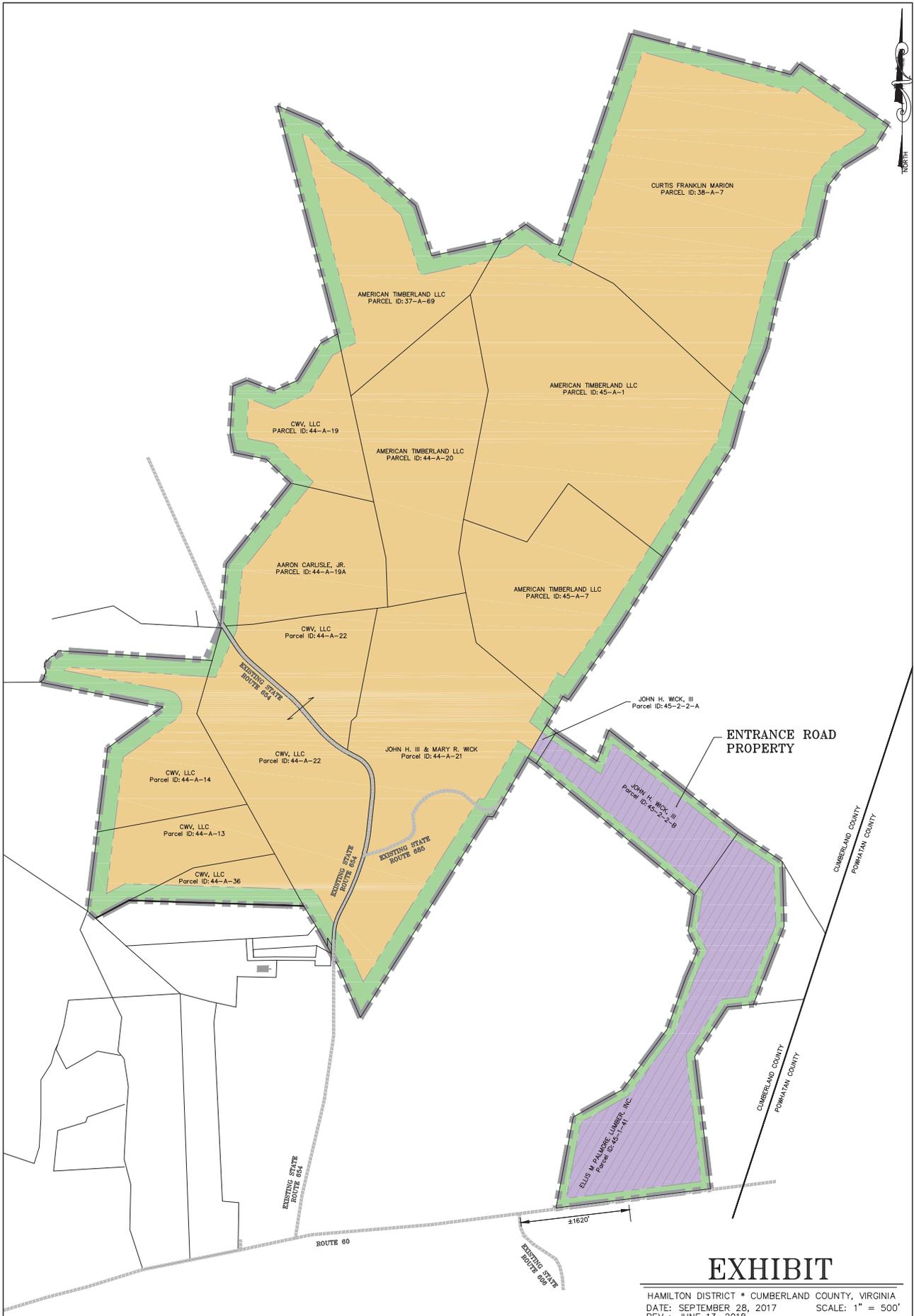
GREEN RIDGE RECYCLING AND  
DISPOSAL FACILITY, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_, Manager

Approved as to Form:

\_\_\_\_\_  
[\_\_\_\_\_] Cumberland County Attorney



**ENTRANCE ROAD PROPERTY**

# EXHIBIT

HAMILTON DISTRICT \* CUMBERLAND COUNTY, VIRGINIA  
DATE: SEPTEMBER 28, 2017 SCALE: 1" = 500'  
REV : JUNE 13, 2018



NOTES:  
IMPROVEMENTS ARE NOT SHOWN ON THIS PLAT  
THIS EXHIBIT DOES NOT REPRESENT A CURRENT FIELD SURVEY  
EASEMENTS MAY EXIST THAT ARE NOT SHOWN.

