



CUMBERLAND COUNTY BOARD OF SUPERVISORS

**Regular Monthly Meeting
Cumberland County Circuit Courtroom A
Cumberland, VA**

**August 13, 2019
Regular Meeting – 7:00 p.m.**

- 1. Call to Order**
- 2. Welcome and Pledge of Allegiance**
- 3. Roll Call**
- 4. Approval of Agenda** **Motion**
- 5. Resolution in appreciation of the life and service of Elbert Womack (pg. 1)** **Motion**
- 6. State and Local Departments/Agencies/Community Service Providers**
 - a. Dr. Amy Griffin, Superintendent of Cumberland County Public Schools **Information**
 - b. VDOT **Information**
 - c. Mr. Shannon Lewis, Cumberland Forest Manager **Information**
- 7. Public Hearing Notices/Set Public Hearings**
- 8. Public Hearings**
 - a. CA 19-05 Family Subdivisions (pg. 2) **Motion**
 - b. REZ 19-03 Sunnyside Meadows (pg. 3-16) **Motion**
 - c. REZ 19-04 Cumberland Pharmacy (pg. 17-27) **Motion**
- 9. County Administrator Report**
 - a. Consent agenda (pg. 28-93) **Motion**
 - i. Approval of bills
 - ii. Approval of Minutes (July 9, 2019, July 11, 2019, and July 25, 2019)
 - b. Expanded hours of Transfer Stations (pg. 94-95) **Motion**
 - c. Facility Use Policy (pg. 96) **Motion**
 - d. Appointment to Heartland Regional Industrial Facilities Authority (pg. 97) **Motion**
 - e. Reappointment of James Henshaw, Fred Shumaker, and Joe Hazlegrove to the EDA (pg. 98) **Motion**
- 10. Finance Director's Report**
 - a. Monthly Budget Report (pg. 99-107) **Information**
 - b. Request for Appropriation request for CCPS - \$176,188.80 (pg. 108) **Motion**

For questions or information, please contact info@cumberlandcounty.virginia.gov or call 804/492-3800.

- c. Request for appropriation for CCPS - \$3,699.45 (pg. 109-112) **Motion**
- d. FYE 2019 Budget Supplements (pg. 113-114) **Motion**
- e. FYE 2019 Budget Transfers (pg. 115-116) **Motion**

- 11. **Planning Director's Report**
 - a. Planning Project updates (pg. 117-118) **Information**

- 12. **Old Business**

- 13. **New Business**

- 14. **Public Comments**

- 15. **Board Members Comments**

- 16. **Additional Information** – (pg. 119-135)
 - a. Treasurer's Report
 - b. DMV Report
 - c. Monthly Building Inspections Report
 - d. Approved Planning Commission meeting minutes – June 10, 2019 and June 24, 2019
 - e. Approved EDA minutes – May 28, 2019

- 17. **Adjourn – Regular Meeting – September 10, 2019.**

**Resolution in Remembrance
of the Life and Service
of Elbert Redd Womack**



WHEREAS, Elbert Redd Womack, was born on the 15th day of October, 1933 to the late Charles Womack Jr., and Christine Smith Womack, and passed away on the 20th day of July, 2019; and

WHEREAS, he lived most of his life in Cumberland County after serving his country in the Armed Forces by way of the Army. Mr. Womack worked for Centel Telephone Company for 32 years, and spent the last 27 years living and running Woodville Farm in Cumberland County; and

WHEREAS, Mr. Womack was a member of the Cumberland County Board of Supervisors from January of 2001 to January of 2012; and

WHEREAS, during his tenure, the Board of Supervisors successfully negotiated a contract with Henrico County for the Cobb's Creek Reservoir, constructed a new middle and high school complex, and established the Cumberland Business Park; and

WHEREAS, in addition to his service as a member of the Board of Supervisors, Mr. Womack served his community by serving on the Piedmont Regional Jail Board from 2001 to 2011, as well as service on the Farmer's Cooperative Board. Mr. Womack loved hunting and was a lifelong member of the Angola Hunt Club; and

NOW, THEREFORE, BE IT RESOLVED that the Cumberland County Board of Supervisors honors the life and records the death of Elbert Redd Womack and extends to the family its deepest sympathy.

BE IT FURTHER RESOLVED that the Cumberland County Board of Supervisors directs that a copy of this resolution be made a part of the permanent record of the official minutes of the Cumberland County Board of Supervisors and that a copy be given to the family.

Adopted the 13th day of August, 2019.

David Meinhard, Chairman
Cumberland County Board of Supervisors

Don Unmussig, County Administrator
Clerk to the Board

Sec. 54-57. - Family subdivision.

~~When a subdivider proposes a family subdivision, such proposal shall be subject to the following~~Each family subdivision will be subject to the following requirements:

~~A) A)~~ Permitted for immediate family. A family subdivision ~~shall will~~ permit a single division of a lot or parcel for the purpose of sale or gift to a member of the immediate family. Only one such division will be allowed per family member.

For the purpose of this section, a member of the immediate family is defined as:

- ~~1) a~~ 1) Any person who is a natural or legally defined offspring;
- ~~2) s~~ 2) Stepchild;
- ~~3) s~~ 3) Spouse;
- ~~4) s~~ 4) Sibling;
- ~~5) g~~ 5) Grandchild;
- ~~6) g~~ 6) Grandparent; or
- ~~7) parent~~ Parent of the owner. Only one such division shall be allowed per family member.

B) Holding periods. A family subdivision may be permitted if:

- ~~1)(i) T~~ 1) The property has been owned for at least ~~two (2)~~ two (2) consecutive years by the current owner or member of the immediate family; ~~and~~
- ~~2)(ii) T~~ 2) The property owner ~~agrees to places, in the deed,~~ a restrictive covenant on the subdivided property that would prohibit the transfer of the property to a nonmember of the immediate family for a period of ~~at least ten (10)~~ at least ten (10) years.

C) To not circumvent. The family subdivision is not sought for the purpose of circumventing the requirements of this chapter applicable to subdivisions.

D) Right-of-way. In lieu of the road standards set forth in this chapter, lots in a family subdivision ~~shall must~~ provide for a reasonable access easement for ordinary passenger and emergency vehicles of not less than twenty (20) feet in width providing ingress and egress to a public road. If a family subdivision is proposed on an existing private road, the subdivider ~~shall must~~ demonstrate that the width of the right-of-way from the proposed lot(s) to the public road is no smaller than twenty (20) feet.

E) Modification to restrictive covenant. The agent may permit modification to the restrictive covenant upon demonstration of a "compelling change of circumstance." A "compelling change of circumstance" shall include, but shall not necessarily be limited to:

- 1) Sale by or at the request of a bona fide creditor pursuant to a deed of trust, action of trustee in bankruptcy or the order of a court of competent jurisdiction; and
- 2) Death or severe physical or mental disability of the property owner.

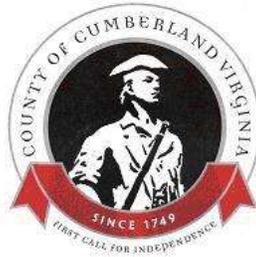
3) The parcel becomes compliant with all requirements in Chapter 54 of the Cumberland County Code.

Modification of the restrictive covenant shall be reflected in an executed and notarized written document, approved by the agent, reflecting such modification and shall be recorded ~~in accordance with Code of Virginia § 17.1-227~~ among the land records in the Cumberland County Circuit Court Clerk's Office.

(Res. No. 10-01, § c, 6-14-2011, eff. 8-1-2011)

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STAFF REPORT
REZ 19-03
Sunny Side Meadows
Rezoning
R-2 to A-2
Cumberland County, Virginia
Board of Supervisors Public Hearing

General Information:

Processing schedule: The Planning Commission recommended this proposal on June 24, 2019 with a public hearing. The public hearing with the Board of Supervisors will be held on August 13, 2019.

Application Information:

Applicant: Multiple Applicants
Owner: See Property Owner Signature Sheet
Requested Action: To grant a rezoning from R-2 to A-2
Tax Map Numbers: 69-6-1, 69-A-12, 69-6-2, 69-6-3, 69-6-4, 69-6-5, 69-6-6, 69-6-7, and 69-6-8
Location: 1014 Old Buckingham Road and 9, 27, 91, and 113 Brook Hill Road
Election District: 2
Existing Zoning: R-2, Residential
Proposed Zoning: A-2, Agricultural
Lot Size: 84.72 acres total
Existing land use: Agricultural/Residential
Comp. plan area: Not located in a growth area
Overlay districts: None
Proffers: None

Surrounding Area Information:

<u>Direction</u>	<u>Adjacent existing uses</u>	<u>Adjacent zoning</u>	<u>Adjacent Comp. Plan Area (2013)</u>
All	Agricultural/Residential	A-2	Not in a growth area

Summary of Request and Background Information:

The property owners in this subdivision have requested their lots be rezoned agricultural. There are some parcels being used for agricultural purposes, which is in violation with the Cumberland County Code due to livestock restrictions in the R-2 zoning district. This rezoning would bring these parcels into compliance with Cumberland County Code.

Consistency with the 2013 Comprehensive Plan:

The proposed use does not fall within a growth area of the 2013 Comprehensive Plan.

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

Goal 2: It is the goal of this comprehensive plan to protect and develop the agricultural interests within Cumberland County.

Objective 1: Preserve prime farmland within Cumberland County.

Objective 2: Encourage the preservation and expansion of the agricultural economy.

Consistency with the Zoning Ordinance:

The proposed rezoning would ensure that all of the affected parcels are in compliance with the zoning ordinance.

Allowed Uses in the A-2 District:

- (1) Minor subdivisions, conventional.
- (2) Major subdivisions, cluster.
- (3) Single-family detached dwellings.
- (4) Two-family dwellings.
- (5) Manufactured homes.
- (6) Accessory uses and structures.
- (7) Agriculture, general farming and forestry.
- (8) Boarding, rooming or lodging houses and bed and breakfast inns.
- (9) Boat landings and piers.
- (10) Cabinet-making, furniture and upholstery shops (home-based).
- (11) Cemeteries, family or church (subject to Code of Virginia § 57-26).
- (12) Childcare (home-based). (13) Churches (less than 100,000 square feet).
- (14) Farm-based equipment sales/service.
- (15) Foster care and adult family care (home-based).
- (16) Garden shops, greenhouses, nurseries.
- (17) Home occupations (refer to section 74-2).
- (18) Hunting lodges and clubs and boat clubs.
- (19) In home daycare.
- (20) Kennels, private.
- (21) Off-street parking for permitted uses.
- (22) One room schoolhouses.

- (23) Poultry processing facilities (refer to chapter 74, article XXIII).
- (24) Preserves and conservation areas.
- (25) Riding schools, horse breeding establishments, riding stables.
- (26) Sawmills (portable).
- (27) Special events.
- (28) Wayside stands (temporary, seasonable or sale of on-site farm products).

Permitted uses with conditional use permit in a A-2 district are as follows:

- (1) Airstrips.
- (2) Animal research facility.
- (3) Antique shops.
- (4) Borrow, extraction, excavation and stockpiling of soil, gravel, or sand, consistent with the provisions of section 74-150.
- (5) Churches (of over 100,000 square feet) and cemeteries, private, cemetery association or for-profit.
- (6) Convenience and general stores.
- (7) Event facilities.
- (8) Fire and rescue facilities.
- (9) Garage, automotive repair.
- (10) Golf courses, country clubs, golf driving ranges and mini-golf.
- (11) Group home.
- (12) Guesthouse.
- (13) Gun clubs with or without indoor or outdoor shooting ranges, skeet shooting ranges and ball clubs.
- (14) Kennels, commercial.
- (15) Landfill (CDD) (including inert waste).
- (16) Livestock markets.
- (17) Nursery schools and private kindergartens.
- (18) Nursing home, convalescent home and rest home.
- (19) Off site collection, transportation and disposal of waste.
- (20) Parks and playgrounds.
- (21) Porta-John business[es].
- (22) Public utilities.
- (23) Public utility generating plants, public utility booster or relay stations, transformer substations, meters and other facilities, including railroads and facilities, and water and sewerage facilities.
- (24) Racetracks (auto, motorcycle, and horse).
- (25) Radio stations, television stations and cable TV facilities, communication station and/or tower or related facilities; subject to provisions of section 74-731 et seq.
- (26) Retail sales and display of storage sheds and carports.
- (27) Special recreational events.
- (28) Transitional home.
- (29) Veterinary hospital.

(30) Wood products (processing and assemblage of), as defined in section 74-2.

Public Notification:

Notice was published in the Farmville Herald on June 12 and 19, 2019.

Adjacent notice for the Planning Commission and Board of Supervisors public hearing was sent by certified mail to adjacent property owners on June 12, 2019.

Public Input:

No inquiries have been made.

Conclusion:

The requested action will bring the parcel into compliance with the Cumberland County Code.

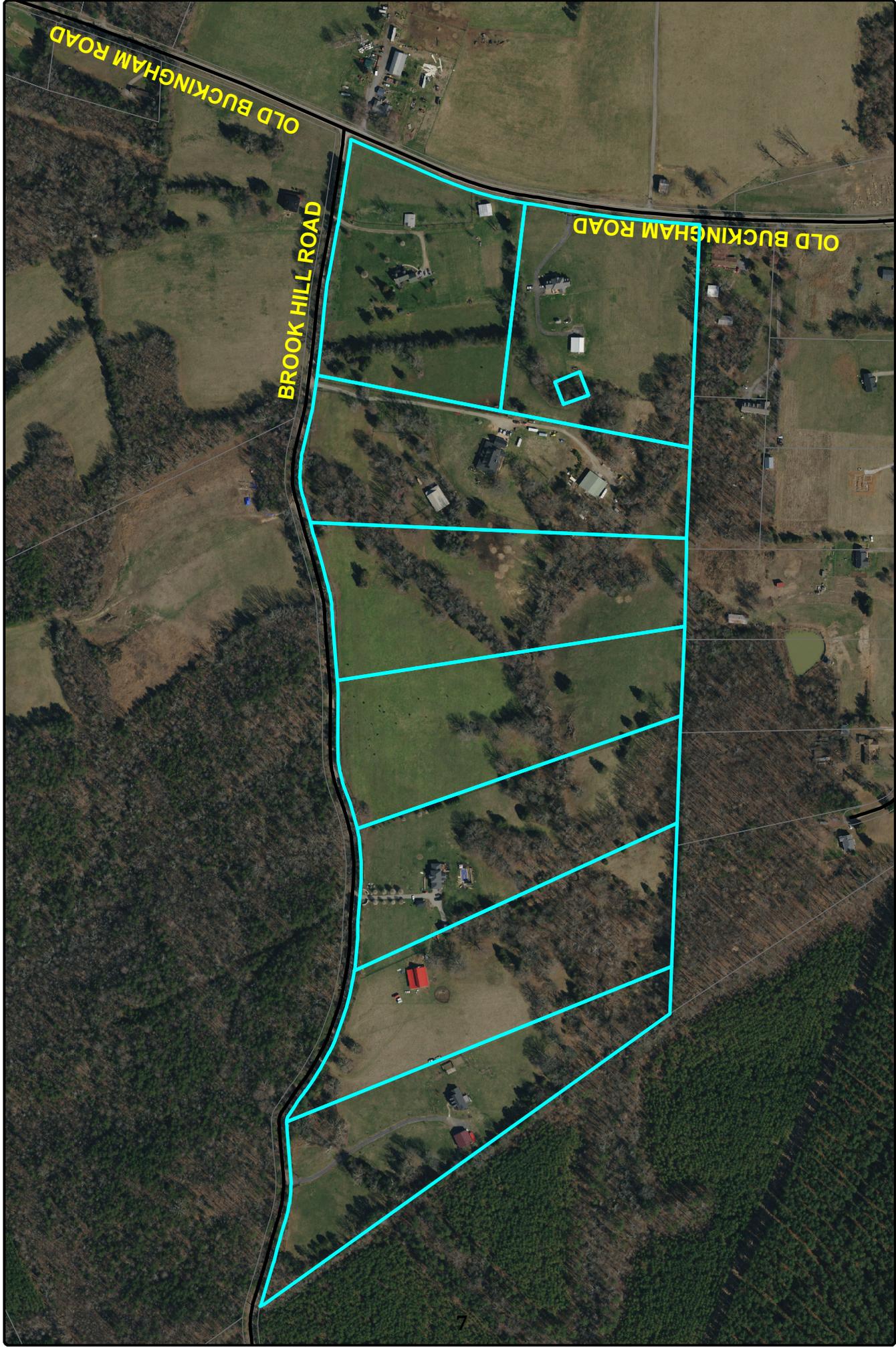
Recommendation:

The Planning Commission recommends approval of the rezoning with a vote of 6-0.

Respectfully submitted by:

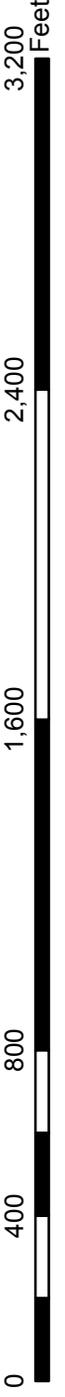
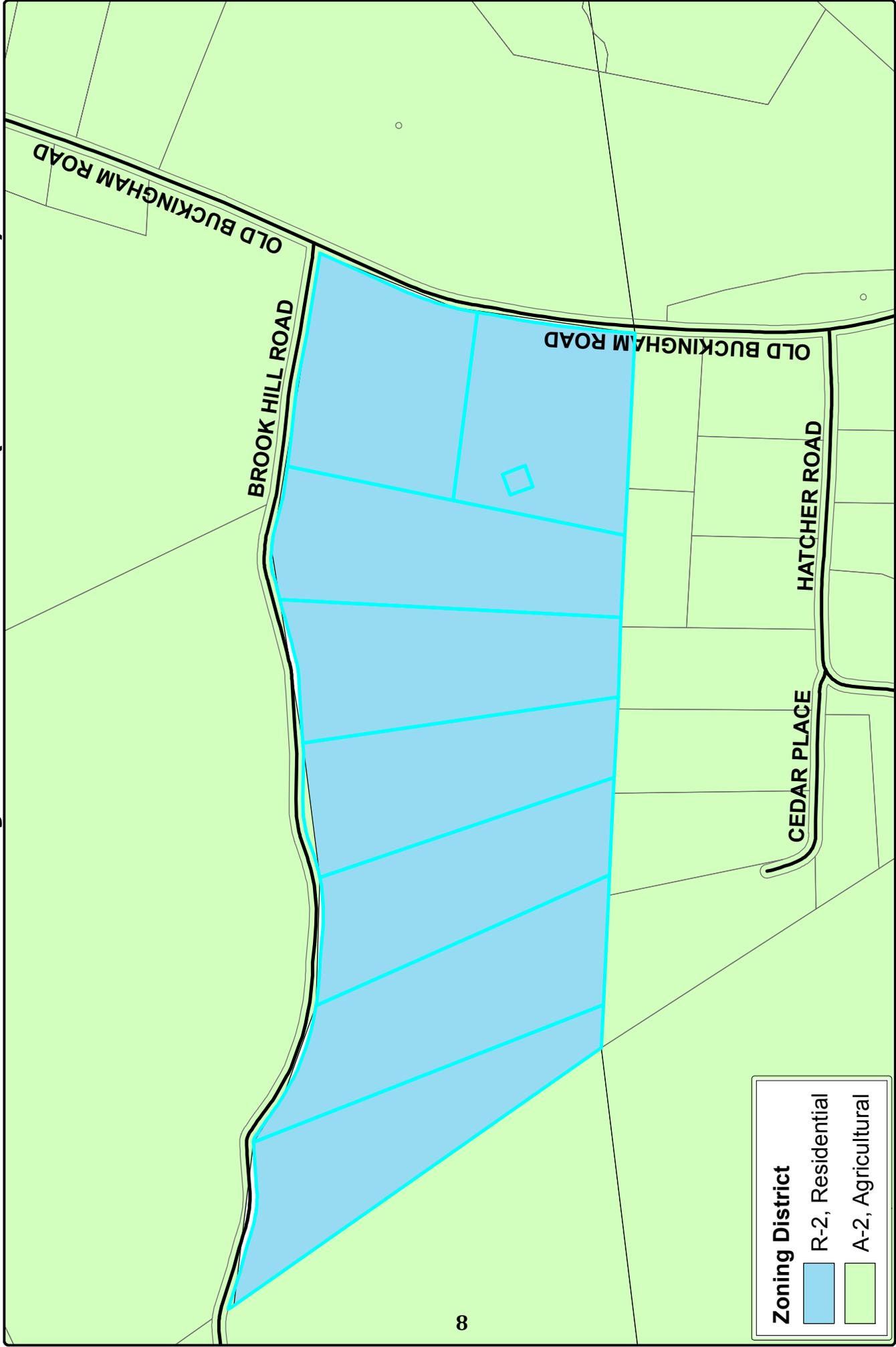
JP Duncan
Planning Director

REZ 19-03 Sunny Side Meadows (9 Parcels)



Date: 6/17/2019

REZ 19-03 Sunny Side Meadows (9 Parcels)



Date: 6/17/2019



COMMONWEALTH OF VIRGINIA
COUNTY OF CUMBERLAND

Internal Use Only	
FILE # _____	STAFF _____
RECEIVED _____	
COMPLETED _____	
FEE/Ck. # _____	
RECEIPT	No Fee _____

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?):

Sunny Side Meadows

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

R-2 to A-2

Address/ Location: 1014 Old Buckingham Rd, 9, 27, 91, 113 Brook Hill Road

Current Zoning: R-2

Tax Map Parcel(s): 69-6-1, 69-A-12, 69-6-2, 69-6-3, 69-6-4, 69-6-5, 69-6-6, 69-6-7, 69-6-8

Election District: 3

Are you submitting proffers with this application? If so, attach proffer(s).	<input 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 type="checkbox"/> NO
Are you proffering a site/design plan with this application? If so, attach plan(s).	<input 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 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 type="checkbox"/> NO

Contact Person (who should we call/write concerning this project?): James Duncan

Address: 1 Courthouse Circle City: Cumberland State: VA Zip: 23040

Daytime Phone: (804) 492-3520 Fax #: () Email:

Owner of Record (who currently owns the property?): See Signature Page

Address: City: State: Zip:

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

Applicant (who is the contact person representing?): See Signature Page

Address: City: State: Zip:

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

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.

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? This rezoning would allow the current uses to be in compliance with Cumberland County Code.

Four horizontal lines for providing additional information.

Are public water, sewer and roads available to serve this site? Will there be any impact on these facilities? N/A

Explain the present unavailability of land in the community or adjacent communities zoned to permit proper location of the proposed use. N/A

What impact will there be on the County's natural, scenic and historic resources? N/A

Do you have plans to develop the property if the rezoning is approved? If so please describe including land uses, maximum number of lots or maximum business square feet. 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: No change in use is planned

Describe your request in detail including why you are requesting this particular zoning district and it's compliance with the comprehensive plan: _____

To bring the current use into compliance with Cumberland County Code.

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:)

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.

Print Name of Owner/ Applicant

Date

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

Date

11/30/2018

The following Residents of Sunny Side Meadows are requesting that our properties be rezoned from R2 to Agricultural. The property was zoned R2 when the developer was going to build a 30 home subdivision. When denied by the County, the property should have been rezoned correctly for the 10 acre lots that were created.

Lot 1 - 1014 Old Buckingham Road

Frederick Wodell
Printed Name

Frederick Wodell
Signature

Irene Wodell
Printed Name

Irene Wodell
Signature

Lot 2 - 9 Brook Hill Road

Barbara Smith
Printed Name

Barbara Smith
Signature

LEONARD W. Smith Jr
Printed Name

Leonard W. Smith Jr.
Signature

Lot 3 - 27 Brook Hill Road

TIM C. SNEAD
Printed Name

Tim C. Sneed
Signature

Donna Sneed
Printed Name

Donna Sneed
Signature

Lot 4 - 27 Brook Hill Road

TIM C SNEAD
Printed Name

Tim C. Sneed
Signature

Donna Sneed
Printed Name

Donna Sneed
Signature

Lot 5 - 27 Brook Hill Road

Tim C Sneed
Printed Name

Tim C Sneed
Signature

Donna Sneed
Printed Name

Donna Sneed
Signature

Lot 6 - 91 Brook Hill Road

Felipe Lopez
Printed Name

Felipe Lopez
Signature

Ma S
Printed Name

Ma S
Signature

Lot 7 - 91 Brook Hill Road

Maria Guzman
Printed Name

Ma S
Signature

Felipe Lopez
Printed Name

Felipe Lopez
Signature

Lot 8 - 113 Brook Hill Road

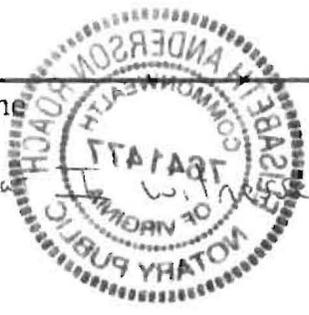
Everezotti T Salazar
Printed Name

E T Salazar
Signature

Printed Name

Signature

I attest that _____ witnessed the signatures on this request.
Tim R Sneed



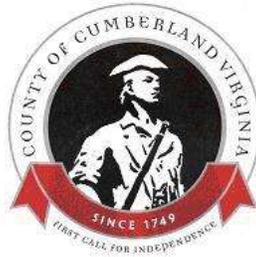
County/City of Cumberland
Commonwealth of Virginia

The foregoing instrument was acknowledged
before me this 19 day of FEB
2019

Donna Sneed
(name of person seeking acknowledgement)

Elisabeth Anderson
Notary Public
My Commission expires: 8/31/19





STAFF REPORT
REZ 19-04
Cumberland Pharmacy
Rezoning
R-2 and A-2 to B-1
Cumberland County, Virginia
Board of Supervisors Public Hearing

General Information:

Processing schedule: The Planning Commission recommended this proposal on June 24, 2019 with a public hearing. The public hearing with the Board of Supervisors will be held on August 13, 2019.

Application Information:

Applicant: Cumberland County
Owner: David Brown
Requested Action: To grant a rezoning from R-2 and A-2 to B-1
Tax Map Number: 65A2-A-22
Location: 1756 and 1758 Anderson Highway
Election District: 3
Existing Zoning: R-2, Residential and A-2, Agricultural
Proposed Zoning: B-1, Business
Lot Size: 4.28 acres
Existing land use: Drugstore and Medical Facility
Comp. plan area: High Intensity Growth Area
Overlay districts: None
Proffers: None

Surrounding Area Information:

<u>Direction</u>	<u>Adjacent existing uses</u>	<u>Adjacent zoning</u>	<u>Adjacent Comp. Plan Area (2013)</u>
E/W/S	Agricultural/Residential	R-2/A-2	High Intensity Growth Area
North	Agricultural/Residential	A-2	Not in a growth area

Summary of Request and Background Information:

A doctor's office and a pharmacy are currently located on the property. The owner is requesting a larger sign be placed on the property. This rezoning would allow for the property to conform to Cumberland County Code as well as allow for a larger sign to be placed there.

Consistency with the 2013 Comprehensive Plan:

The proposed use falls within the high intensity growth area of the 2013 Comprehensive Plan.

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

Goal 5: 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.

Objective 4: To encourage the development of essential employment opportunities within Cumberland County for the resident workforce.

Consistency with the Zoning Ordinance:

The proposed rezoning would bring the parcel into compliance with the zoning ordinance.

Allowed Uses in the B-1 District:

- (1) Antique shops.
- (2) Auctions.
- (3) Auto/truck sales.
- (4) Bakeries.
- (5) Banks.
- (6) Barbershops and beauty shops, massage therapy.
- (7) Business offices.
- (8) Cabinet-making furniture and upholstery shops.
- (9) Car dealerships.
- (10) Carwashes.
- (11) Childcare centers.
- (12) Clubs and lodges.
- (13) Drugstores.
- (14) Dry cleaners/laundries.
- (15) Event facilities.
- (16) Farm supply stores, equipment and machinery sales and service.
- (17) Financial services.
- (18) Florists.
- (19) Funeral homes.
- (20) Gift shops.

- (21) Government offices/post offices.
- (22) Health clinic.
- (23) Home appliance/hardware store.
- (24) Hospitals, general.
- (25) Hotels, motels, restaurants.
- (26) Kennels, commercial (no outdoor confinement).
- (27) Laundromats.
- (28) Liquor store.
- (29) Lumber and building supply (storage under cover).
- (30) Machinery sales and service.
- (31) Medical facilities.
- (32) Newspaper offices.
- (33) Off-street parking (as required by this chapter).
- (34) Office buildings.
- (35) Plumbing/electrical supply (storage under cover).
- (36) Printing presses.
- (37) Professional offices.
- (38) Recreation centers.
- (39) Repair shops: bicycle, shoes, locks, guns, etc.
- (40) Restaurants and drive-in restaurants.
- (41) Retail food store or supermarket.
- (42) Retail stores, shops and building supply store.
- (43) Service stations (major repair under cover).
- (44) Taverns.
- (45) Theatres and assembly halls.
- (46) Vehicle painting, upholstery, repairing, rebuilding and reconditioning.
- (47) Veterinary hospital (no outdoor confinement).
- (48) Wearing apparel stores.
- (49) Wholesale businesses.

(Code 1990, § 14-41; Ord. of 12-10-1997; Ord. of 3-23-2004(3); Ord. No. 10-09, 10-13-2010; Ord. No. 12-02, 11-13-2012; Ord. No. 16-05, 4-12-2016)

Permitted uses with conditional use permit in a B-1 district are as follows:

- (1) Auction barn.
- (2) Billiard parlor, poolrooms, bowling alleys, dance halls, skating rinks.
- (3) Childcare.
- (4) Kennels, commercial (with any outdoor confinement).
- (5) Mobile home/trailer sales lot.
- (6) Oil storage, bulk.
- (7) Public utilities.
- (8) Radio stations, television stations and cable TV facilities, communication station and/or tower or related facilities; subject to provisions of [section 74-731](#) et seq.
- (9) Shopping center, subject to provisions of [section 74-711](#) et seq.
- (10) Veterinary hospital (with any outdoor confinement).

(Code 1990, § 14-41; Ord. of 12-10-1997; Ord. of 3-23-2004(3); Ord. No. 08-02, § 8., 5-13-2008(2); Ord. No. 10-09, 10-13-2010)

Public Notification:

Notice was published in the Farmville Herald on July 31 and August 7, 2019.

Adjacent notice for the Planning Commission and Board of Supervisors public hearing was sent by certified mail to adjacent property owners on June 12, 2019.

Public Input:

No inquiries have been made.

Conclusion:

The requested action will bring the parcel into compliance with the Cumberland County Code.

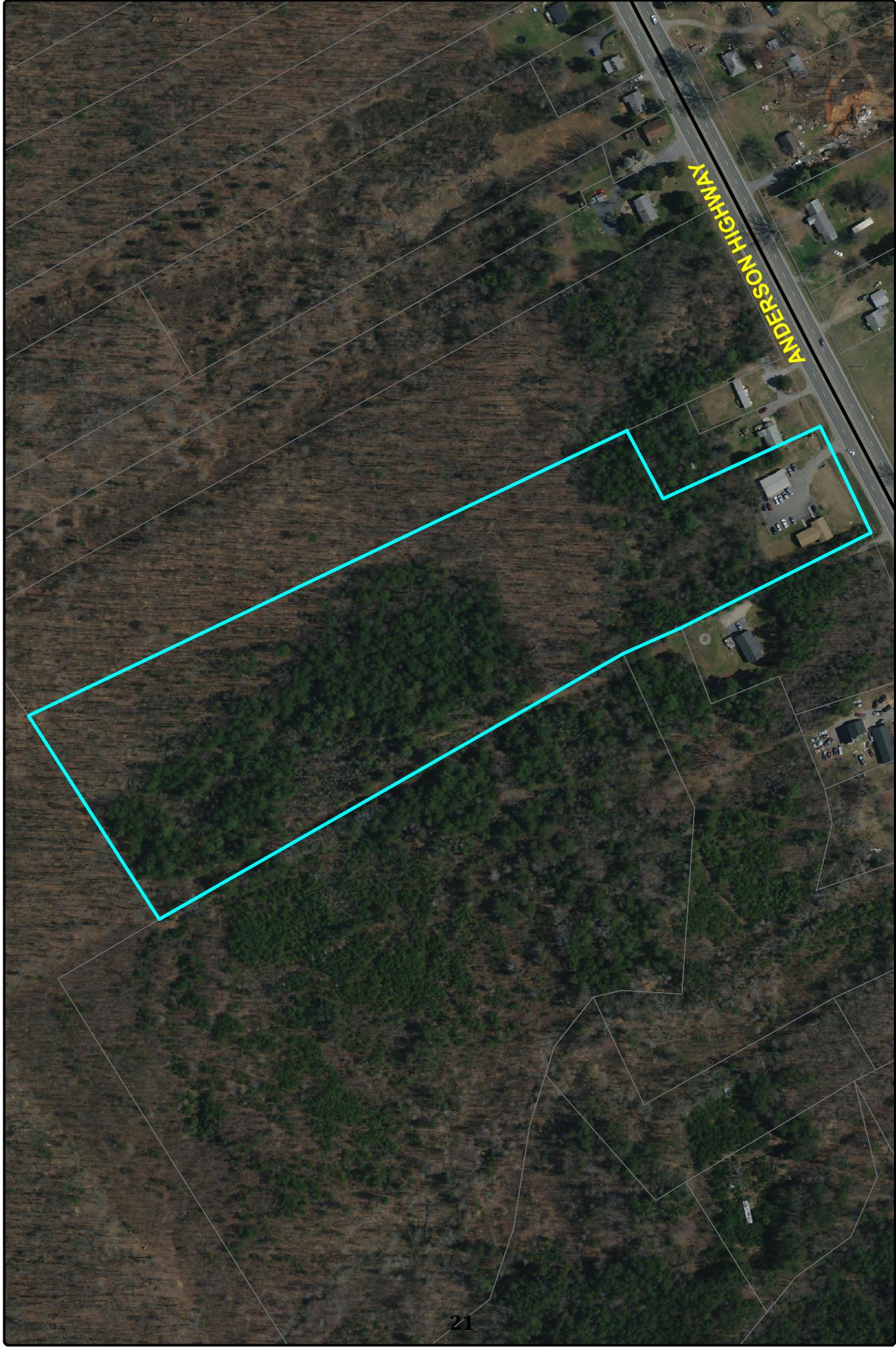
Recommendation:

The Planning Commission recommends approval of the rezoning with a vote of 6-0.

Respectfully submitted by:

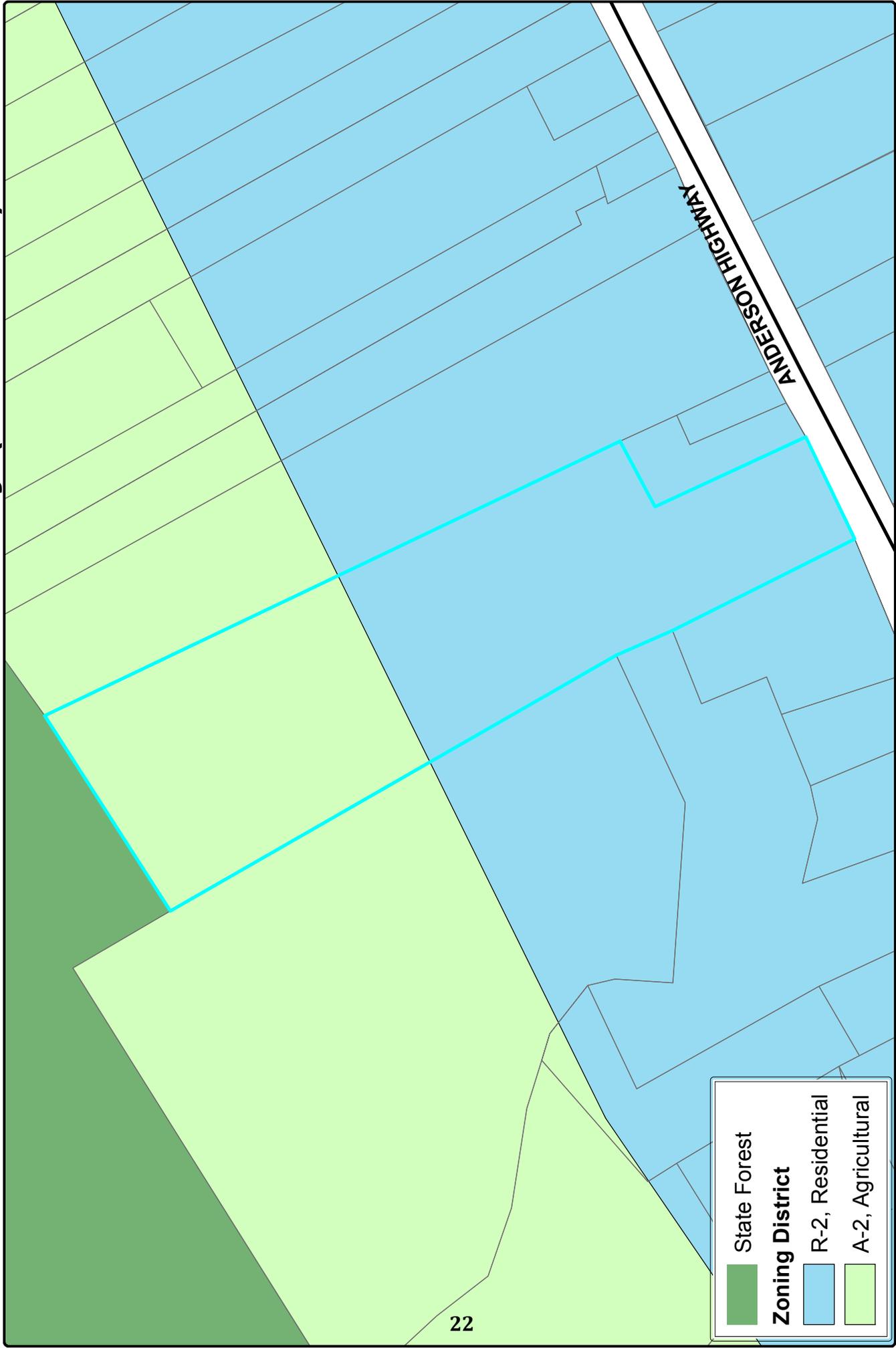
JP Duncan
Planning Director

REZ 19-04 Cumberland Pharmacy (65A2-A-22)



Date: 5/13/2019

REZ 19-04 Cumberland Pharmacy (65A2-A-22)



	State Forest
Zoning District	
	R-2, Residential
	A-2, Agricultural





COMMONWEALTH OF VIRGINIA
COUNTY OF CUMBERLAND

Internal Use Only	
FILE # _____	STAFF _____
RECEIVED _____	
COMPLETED _____	
FEE/Ck. # _____	
RECEIPT # _____	

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?):

Cumberland Pharmacy

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

A-2 and R-2 to B-1

Address/ Location: 1756 1758 and Anderson Highway

Current Zoning: A-2 and R-2

Tax Map Parcel(s): 65A2-A-22

Election District: 3

Are you submitting proffers with this application? If so, attach proffer(s).	<input 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 type="checkbox"/> NO
Are you proffering a site/design plan with this application? If so, attach plan(s).	<input 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 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 type="checkbox"/> NO

Contact Person (who should we call/write concerning this project?): James Duncan

Address: 1 Courthouse Circle City: Cumberland State: VA Zip: 23040

Daytime Phone: (804) 492-3520 Fax #: () Email:

Owner of Record (who currently owns the property?): David Brown

Address: 56 Oak Hill Rd City: Cumberland State: VA Zip: 23040

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

Applicant (who is the contact person representing?):

Address: City: State: Zip:

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

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.

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? This rezoning would allow the current uses to be in compliance with Cumberland County Code.

Four horizontal lines for providing additional information.

Are public water, sewer and roads available to serve this site? Will there be any impact on these facilities? N/A

Explain the present unavailability of land in the community or adjacent communities zoned to permit proper location of the proposed use. N/A

What impact will there be on the County's natural, scenic and historic resources? N/A

Do you have plans to develop the property if the rezoning is approved? If so please describe including land uses, maximum number of lots or maximum business square feet. 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: The property is already developed.

Describe your request in detail including why you are requesting this particular zoning district and it's compliance with the comprehensive plan: _____

To bring the current use into compliance with Cumberland County Code.

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:)

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.

Print Name of Owner/ Applicant

Date

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

Date

At a meeting of the Cumberland County Board of Supervisors held at 7:00 p.m. on the 9th day of July 2019, at the Cumberland County General District Court Room:

Present: David Meinhard, District 4, Chairman
Parker Wheeler, District 5, Vice-Chairman
William F. Osl, Jr., District 1
Lloyd Banks, Jr., District 2
Kevin Ingle, District 3
Vivian Giles, County Administrator | Attorney
Jennifer Crews, Finance Director
JP Duncan, Zoning Administrator

Absent: None

1. Call to Order

The Chairman called the meeting to order.

2. Welcome and Pledge of Allegiance

The Pledge of Allegiance was led by the Chairman.

3. Roll Call

County Administrator, Vivian Giles, called the roll.

4. Approval of Agenda

On a motion by Supervisor Banks, and carried unanimously, the Board approved the Agenda as amended:

Vote: Mr. Osl – aye Mr. Banks – aye
Mr. Ingle – aye Mr. Meinhard – aye

Mr. Wheeler – aye

5. State and Local Department/Agencies

- a) Dr. Amy Griffin, Superintendent of Cumberland County Public Schools

The following is a summary of the report given to the Board by Dr. Chip Jones in Dr. Griffin's absence:

- CHS has been awarded a 2019 Board of Education Continuous Improvement award
- The School Board held their Summer Work Session. They were updated on the 18-19 accomplishments and areas of focus for 19-20
- Summer School ended with a showcase of student work
- Marching band held their annual summer camp
- SVCC donated band equipment to the Cumberland Bands Program
- JROTC cadets attended JCLC where they competed and built solar power cars
- Students attending the Summer Regional Governor School
- Students are currently attending the Longwood TAF Summer Program and the My Truth Bomb Summit
- Cumberland Duke Family T-shirts are on sale at CCES
- Download the new CUCPS App: Everything CUCPS in your pocket
- Upcoming events include:
 - CCES Reading Aloud begins July 15
 - CHS orientation July 22-23
 - Teachers report to school on August 1
 - Back to School Community Celebrations on August 2
 - Diving into Deeper Learning Event on August 5
 - Open House for students and parents on August 8

- First day of School on August 12

Lastly, Dr. Jones requested a supplemental appropriation of federal funds in the amount of \$176,188.80 be used for the replacement of the Elementary School floors during the summer of 2020.

b) VDOT

Residency Engineer, Mr. Scott Frederick, gave the following update to the Board:

- Rural Rustic roadwork continues on Routes 681, Bransford Road, 669 Tarwallet Road, and 685 Miller Lane. A contractor will provide surface treatment for these projects.
- Regrading of gravel roads due to recent weather is ongoing.
- Mowing on Primary roads just completed, and mowing on secondary roads will begin soon.
- Work will soon begin to rectify drainage issues that recently arose on Route 45 South, Cumberland Road.

c) Ms. Maegan Lewis, Cumberland County Public Library

Librarian, Ms. Maegan Lewis, provided the following report to the Board:

- Summer reading program continues with increased participation from last year
- July 13th at 11 am there will be a craft event at the library
- The Library will be closed July 19 for staff training
- A Podcast seminar will be offered on August 1st and a Technology classes begin August 5th

- d) Mrs. Doris Seal, Cumberland Community Cares

Mrs. Doris Seal gave an update on the Food Bank to the Board, and provided them with an informational brochure with their offerings.

6. Public Hearings

- a. CA 19-04 Watershed Protection Ordinance

County Administrator, Vivian Giles, informed the Board that the adoption of a Watershed Protection Ordinance is required for the development of the Cobb's Creek Reservoir. Ms. Giles provided the Board with a draft ordinance that is under consideration by the Planning Commission, and seems generally acceptable by the Planning Commission with the exception of Section 2-200.2 Prohibited uses. A discussion is ongoing regarding the application of poultry litter in the watershed area, which is beyond the buffer which immediately surrounds the Reservoir.

Supervisor Wheeler suggests allowing the Planning Commission to provide the board with a recommendation before the Board acts.

The Chairman opened the public hearing. Mr. William Flippen states that he is opposed to the prohibition of chicken litter. Ms. Betty Myers asked why the Board didn't include a watershed protection plan in the host agreement with Green Ridge, and what potential liability could the county face should the Reservoir water become polluted prior to reentry into the James River.

With no other citizens signed up to speak, the Chairman closed the public hearing. Supervisor Osl shared

his concerns with restricting development around the Reservoir as it would limit the county's potential for agricultural, residential, recreational and economic growth in the area. Supervisor Banks stated that these issues had been brought up previously and dismissed by Henrico County.

On a motion by Supervisor Wheeler and carried unanimously, the Board tabled action on this item and will wait for the Planning Commission to review and provide a recommendation:

Vote:	Mr. Osl – aye	Mr. Banks – aye
	Mr. Ingle – aye	Mr. Meinhard – aye
	Mr. Wheeler – aye	

b. CA 19-06 Animal Ordinance Amendment

County Administrator, Vivian Giles, informed the Board that this code amendment was drafted at the request of the Treasurer, to allow for the purchase of a lifetime dog license, as recently enabled under the Code of Virginia. Currently, citizens are required to purchase an annual license at a cost of \$4.00. The proposed draft amendment changes the requirement to a lifetime license at a cost of \$10.00

The Chairman opened the public hearing. Ms. Betty Myers stated that the \$10 license fee is not enough and the county would lose money. She suggests the cost be increased to \$20.00-\$25.00. With no other citizens signed up to speak, the Chairman then closed the public hearing.

On a motion by Supervisor Osl and carried unanimously, the Board approved CA 19-06 Animal Ordinance Amendment as presented:

Chapter 10 ANIMALS [\[u\]](#)

ARTICLE I. - IN GENERAL

ARTICLE II. - DOGS

FOOTNOTE(S):

--- (1) ---

Cross reference— Environment, ch. 34; agricultural, intensive district A-1, § 74-131 et seq.; agricultural district A-2, § 74-171 et seq.; poultry facilities, § 74-1021 et seq. [\(Back\)](#)

State Law reference— Comprehensive animal laws, Code of Virginia, § 3.1-796.66 et seq.; offenses involving animals, Code of Virginia, §§ 3.1-796.128, 18.2-403.1 et seq.; diseased animals, dead animals, etc., Code of Virginia, §§ 18.2-323, 18.2-510; regulation of hunting and trapping by counties and cities, Code of Virginia, §§ 29.1-526, 29.1-528; hunting near public schools and public parks, Code of Virginia, § 29.1-527; control of rabies, Code of Virginia, § 32.1-48.1 et seq.; estrays, Code of Virginia, § 55-202 et seq. [\(Back\)](#)

ARTICLE I. IN GENERAL

1. [Sec. 10-1. Definitions.](#)
2. [Sec. 10-2. Boundary line acts as fence.](#)
3. [Sec. 10-3. Wolf hybrid canine; confinement.](#)
4. [Secs. 10-4—10-30. Reserved.](#)

Sec. 10-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Dangerous dog means a canine or canine crossbreed that has bitten, attacked, or inflicted injury on a person or companion animal, or killed a companion animal; however, when a dog attacks or bites another dog, the attacking or biting dog shall not be deemed dangerous (i) if no serious physical injury as determined by a licensed veterinarian has occurred to the other dog as a result of the attack or bite or (ii) both dogs are owned by the same person. No dog shall be found to be a dangerous dog as a result of biting, attacking or inflicting injury on another dog while engaged with an owner or custodian as part of lawful hunting or participating in an organized, lawful dog handling event.

Hearing dog means a dog trained to alert its owner by touch to sounds of danger and sounds to which the owner should respond.

Hybrid canine means any animal which at any time has been or is permitted, registered, licensed, advertised or otherwise described or represented as a hybrid canine, wolf or coyote by its owner to a licensed veterinarian, law enforcement officer, animal control officer, humane investigator, official of the state department of health, or state veterinarian's representative.

Run at large refers to a dog that is roaming, running or self-hunting off the property of its owner or custodian and not under its owner's or custodian's immediate control.

Service dog means a dog trained to accompany its owner for the purpose of carrying items, retrieving objects, pulling a wheelchair or other such activities of service or support.

Vicious dog means a canine or canine crossbreed that has:

- (1) Killed a person;
- (2) Inflicted serious injury to a person, including multiple bites, serious disfigurement, serious impairment of health, or serious impairment of a bodily function; or
- (3) Continued to exhibit the behavior that resulted in a previous finding by a court or an animal control officer as authorized by this article that it is a dangerous dog, provided that its owner has been given notice of that finding.

Wolf hybrid includes any hybrid canine and shall mean the offspring resulting from the mating of a domesticated dog and a wolf, coyote or other similar wild animal or their subsequent offspring or any animal which at any time has been or is permitted, registered, licensed, advertised or otherwise described or represented as a hybrid wolf or hybrid canine by its owner, former owner, lessee or bailee.

(Code 1990, §§ 3-10, 3-12A(d), 3-13, 3-15; Ord. of 10-9-1996; Ord. of 9-10-1997; Ord. of 11-12-2003(1))

Cross reference— Definitions generally, § 1-2.

State Law reference— Similar provisions, Code of Virginia, §§ 3.1-796.87, 3.1-796.126:8.

Sec. 10-2. Boundary line acts as fence.

The boundary line of each lot or tract of land or any stream in the county shall be a lawful fence to any horse, mule, cattle, hogs, sheep or goats.

(Code 1990, § 3-17)

State Law reference— What constitutes lawful fence, Code of Virginia, § 55-299 et seq.; trespass in crossing lawful fence, Code of Virginia, § 55-306 et seq.; No-Fence Law, Code of Virginia, § 55-310 et seq.

Sec. 10-3. Wolf hybrid canine; confinement.

- (a) It shall be unlawful for the owner or custodian to allow any wolf hybrid canine to run at large in the county during the period of January 1 through December 31 inclusive of each year. For the purpose of this section, a wolf hybrid canine shall be deemed to be running at large while outside of any pen or enclosure as provided in subsection (b) of this section; however, any owner or custodian of a wolf hybrid canine may be allowed to remove a wolf hybrid canine from a pen or enclosure for purposes of transportation to another pen or enclosure or for the purpose of obtaining medical attention. In no event shall any wolf hybrid canine be allowed to be set free on any property within the county whether or not the wolf hybrid canine is under its owner's or custodian's immediate control.

- (b) It shall be unlawful to own or possess a wolf hybrid canine unless such wolf hybrid canine is kept and maintained in a pen or enclosure constructed as follows:
- (1) The pen or enclosure shall contain at least 1,600 square feet of space.
 - (2) Any fencing used in the construction of the pen or enclosure shall be at least eight feet in height, with an additional overhang of fencing or barbed wire angling a minimum of three feet into the pen or enclosure.
 - (3) To prevent digging out along the fence, concrete footers at least one foot wide and six inches deep shall be installed along the perimeter of the pen or enclosure.
 - (4) The pen or enclosure shall be surrounded by a chain link fence at least four feet in height and no closer than six feet to the pen or enclosure.
 - (5) Any fencing used in the construction of the pen or enclosure shall be of 11 gauge wire or its equivalent.
- (c) A violation of this section shall be punishable as a class 1 misdemeanor, and any violation of this section shall be subject to injunctive relief in a court of equity.

(Code 1990, § 3-12A(a)—(c); Ord. of 2-14-1996)

State Law reference— Hybrid canines, Code of Virginia, § 3.1-796.126:8 et seq.

Secs. 10-4—10-30. Reserved.

ARTICLE II. DOGS

DIVISION 1. - GENERALLY

DIVISION 2. - LICENSE

DIVISION 3. - DANGEROUS AND VICIOUS DOGS

DIVISION 1. GENERALLY

5. [Sec. 10-31. Enforcement of the comprehensive animal laws.](#)
6. [Sec. 10-32. Code provisions applicable.](#)
7. [Sec. 10-33. Running at large prohibited during certain months: penalty.](#)
8. [Secs. 10-34—10-50. Reserved.](#)

Sec. 10-31. Enforcement of the comprehensive animal laws.

The enforcement of the comprehensive animal laws of the county shall be vested in the animal control officer.

(Code 1990, § 3-8)

State Law reference— Animal control officer, Code of Virginia, § 3.1-796.104.

Sec. 10-32. Code provisions applicable.

All other provisions of Code of Virginia, § 3.1-796.66 et seq., shall apply mutatis mutandis to the animal control officer of the county.

(Code 1990, § 3-9)

Sec. 10-33. Running at large prohibited during certain months; penalty.

- (a) It shall be unlawful for the owner or custodian to allow any dog to run at large in the county during the period of March 1 to November 1 inclusive of each year. Any person who permits his dog to run at large or remain unconfined, unrestricted or not penned up during the period specified shall be deemed to have violated the provisions of this section.
- (b) Any person violating the provisions of this section shall be guilty of a class 4 misdemeanor and shall be subject to punishment as provided in Code of Virginia, §§ 3.1-796.93, 3.1-796.128.

(Code 1990, §§ 3-10, 3-12, 3-15; Ord. of 3-13-1996)

State Law reference— Authority for above section, Code of Virginia, § 3.1-796.93.

Secs. 10-34—10-50. Reserved.

DIVISION 2. LICENSE

- 9. [Sec. 10-51. Amount of license.](#)
- 10. [Sec. 10-52. Evidence showing inoculation for rabies prerequisite to obtaining dog license.](#)
- 11. [Sec. 10-53. When license tax payable.](#)
- 12. [Sec. 10-54. Duplicate license tags.](#)
- 13. [Sec. 10-55. Sale to begin November 1.](#)
- 14. [Sec. 10-56. Disposition of funds.](#)
- 15. [Sec. 10-57. Penalties for violation.](#)
- 16. [Secs. 10-58—10-80. Reserved.](#)

Sec. 10-51. Amount of license.

- (a) It shall be unlawful for any person to own a dog four months old or over in the county unless such dog is licensed as required by this article. The license tax shall be payable at the office of the treasurer and shall be as follows:
 - (1) For any single dog, regardless of sex, ~~\$20.00~~ \$10.00 due within thirty (30) days of acquiring a dog over the age of four months or within thirty (30) days of the dog attaining the age of four months
 - (2) For a kennel of one to ten dogs, \$30.00 per year due within thirty (30) days of establishing the kennel and no later than January 31 each year thereafter.

- (3) For a kennel of 11 to 20 dogs, \$40.00 per year due within thirty (30) days of establishing the kennel and no later than January 31 each year thereafter..
- (4) For a kennel of 21 to 50 dogs, \$50.00 per year due within thirty (30) days of establishing the kennel and no later than January 31 each year thereafter..
- (b) No license tax shall be levied on any dog that is trained and serves as a guide dog for a blind person, that is trained and serves as a hearing dog for a deaf or hearing impaired person, or that is trained and serves as a service dog for a mobility-impaired person.
- (c) For purposes of the kennel license tax, the license year shall begin on January 1 and end on December 31. The license tax for each license year shall be paid not later than January 31.

(Code 1990, § 3-1)

State Law reference— Amount of license tax, Code of Virginia, § 3.1-796.87.

Sec. 10-52. Evidence showing inoculation for rabies prerequisite to obtaining dog license.

No license tag shall be issued for any dog unless there is presented, to the treasurer at the time application for license is made, the amount of license tax and a current certificate of vaccination as required by Code of Virginia, § 3.1-796.84 et seq. No kennel license shall be issued unless a rabies vaccination certificate is presented for each dog in the kennel.

(Code 1990, § 3-2)

State Law reference— How to obtain license, Code of Virginia, § 3.1-796.86.

Sec. 10-53. Term of license; When license tax payable.

~~License taxes on dogs shall be due and payable as follows:~~

- ~~(1) On or before January 1 and not later than January 31 of each year, the owner of any dog four months old or older shall pay a license tax as prescribed in section 10-52.~~
- ~~(2) If a dog shall become four months of age or come into the possession of any person between January 1 and November 1 of any year, the license tax for the current calendar year shall be paid forthwith by the owner.~~
- ~~(3) If a dog shall become four months of age or come into the possession of any person between October 31 and December 31 of any year, the license for the succeeding calendar year shall be paid forthwith by the owner; and such license shall be valid from the date the license is purchased.~~

Effective November 1, 2019, The term of an individual dog license shall be for the lifetime of the dog or as long as the owner resides in the county. The owner of any dog four months of age or older shall pay a license tax, as set forth in section 10-51, no later than 30 days of the dog turning four month of age of within 30 days after the dog comes into possession of the owner. Such license shall be valid for as long as the dog's owner resides in the county and the dog's rabies vaccination is kept current.

(Code 1990, § 3-3)

State Law reference— When license tax payable, Code of Virginia, § 3.1-796.88.

Sec. 10-54. Duplicate license tags.

If a dog license tag is lost, destroyed or stolen, the owner or custodian shall at once apply to the treasurer or his agent who issued the original license for a duplicate license tag, presenting the original license receipt. Upon affidavit of the owner or custodian before the treasurer or his agent that the original license tag has been lost, destroyed or stolen, he shall issue a duplicate license tag which the owner or custodian shall immediately affix to the collar of the dog. The treasurer or his agent shall endorse the number of the duplicate and the date issued on the face of the original license receipt. The fee for a duplicate tag for any dog shall be \$1.00.

(Code 1990, § 3-4)

State Law reference— Duplicate license tags, Code of Virginia, § 3.1-796.91.

Sec. 10-55. Sale to begin November 1.

Kennel dog tags for each calendar year shall be sold in serial and numerical order, beginning November 1 of the prior year and shall remain on sale until October 31 of the calendar year covered by such tags.

(Code 1990, § 3-5)

Sec. 10-56. Disposition of funds.

All funds collected by the treasurer pursuant to this division shall be paid into the general revenue fund of the county. All expenses incurred in administering this article shall be paid out of the general revenue fund of the county.

(Code 1990, § 3-6)

Sec. 10-57. Penalties for violation.

Any person violating any of the provisions of this division shall be guilty of a class 4 misdemeanor and shall be subject to punishment as provided in Code of Virginia, § 3.1-796.128.

(Code 1990, § 3-7)

Secs. 10-58—10-80. Reserved.

DIVISION 3. DANGEROUS AND VICIOUS DOGS ²¹

17. Sec. 10-81. Regulation.

Sec. 10-81. Regulation.

All dangerous and vicious dogs in the county shall be subject to the following regulations:

- (1) Any animal control officer who has reason to believe that a canine or canine crossbreed within the county is a dangerous dog or vicious dog shall apply to a magistrate of the county for the issuance of a summons requiring the owner or custodian, if known, to appear before the county general district court at a specified time. The summons shall advise the owner of the nature of the proceeding and the matters at issue. The animal control officer or owner shall confine the animal until such time as evidence shall be heard and a verdict rendered. The court, through its contempt powers, may compel the owner, custodian or harbinger of the animal to produce the animal. If after hearing the evidence the court finds that the animal is a dangerous dog, the court shall order the animal's owner to comply with the provisions of this division. If, after hearing the evidence, the court finds that the animal is a vicious dog, the court shall order the animal euthanized in accordance with the provisions of Code of Virginia, § 3.1-796.119. Notwithstanding the foregoing provisions of this subsection, any animal control officer may determine, after investigation, whether a dog is a dangerous dog. If the animal control officer determines that a dog is a dangerous dog, he may order the animal's owner to comply with the provisions of this article. If the animal's owner disagrees with the animal control officer's determination, he may appeal the determination to the general district court for a trial on the merits.
- (2) No canine or canine crossbreed shall be found to be a dangerous dog or vicious dog solely because it is a particular breed. No animal shall be found to be a dangerous dog or vicious dog if the threat, injury or damage was sustained by a person who was:
 - a. Committing, at the time, a crime upon the premises occupied by the animal's owner or custodian;
 - b. Committing, at the time, a willful trespass or other tort upon the premises occupied by the animal's owner or custodian; or
 - c. Provoking, tormenting or physically abusing the animal, or can be shown to have repeatedly provoked, tormented, abused or assaulted the animal at other times.

No police dog which was engaged in the performance of its duties as such at the time of the acts complained of shall be found to be a dangerous dog or a vicious dog. No animal which, at the time of the acts complained of, was responding to pain or injury, or was protecting itself, its kennel, its offspring, or its owner or owner's property, shall be found to be a dangerous dog or a vicious dog.

- (3) The owner of any animal found to be a dangerous dog shall, within ten days of such finding, obtain a dangerous dog registration certificate from the animal control officer for a fee of \$200.00 in addition to other fees that may be authorized by law. The animal control officer shall also provide the owner with a uniformly designed tag which identifies the animal as a dangerous dog. The owner shall affix the tag to the animal's collar and ensure that the animal wears the collar and tag at all times. All certificates obtained pursuant to this subsection shall be renewed annually for the same fee and in the same manner as the initial certificate was obtained.
- (4) All certificates or renewals required to be obtained under this division shall only be issued to persons 18 years of age or older who present satisfactory evidence of the animal's current rabies vaccination, if applicable, and that the animal is and will be confined in a proper enclosure or is and will be confined inside the owner's residence or is and will be muzzled and confined in the owner's fenced-in yard until the proper enclosure is constructed. In addition, owners who apply for certificates or renewals under this section shall not be issued a certificate or renewal unless they present satisfactory evidence that their residence is and will continue to be posted with clearly visible signs warning both minors and adults of the presence of a dangerous dog on the property and the animal has been permanently identified by means of a tattoo on the inside thigh or by electronic implantation.

- (5) While on the property of its owner, an animal found to be a dangerous dog shall be confined indoors or in a securely enclosed and locked structure of sufficient height and design to prevent its escape or direct contact with or entry by minors, adults or other animals. The structure shall be designed to provide the animal with shelter from the elements of nature. When off its owner's property, an animal found to be a dangerous dog shall be kept on a leash and muzzled in such a manner as not to cause injury to the animal or interfere with the animal's vision or respiration, but so as to prevent it from biting a person or another animal.
- (6) If the owner of an animal found to be a dangerous dog is a minor, the custodial parent or legal guardian shall be responsible for complying with all requirements of this division.
- (7) After an animal has been found to be a dangerous dog, the animal's owner shall immediately, upon learning of the dog's status, notify the animal control officer if the animal:
 - a. Is loose or unconfined;
 - b. Bites a person or attacks another animal;
 - c. Is sold, given away or dies; or
 - d. Has been moved to a different address.
- (8) The owner of any animal which has been found to be a dangerous dog who willfully fails to comply with the requirements of this division shall be guilty of a class 1 misdemeanor.
- (9) All fees collected pursuant to this article, less the costs incurred by the county in producing and distributing the certificates and tags required by this article, shall be paid into a special dedicated fund in the treasury of the county for the purpose of paying the expenses of any training course required under Code of Virginia, § 3.1-796.105.
- (10) All certificates or renewals required to be obtained under this division shall only be issued to persons 18 years of age or older who present satisfactory evidence that the animal has been neutered or spayed.
- (11) All certificates or renewals required to be obtained under this division shall only be issued to persons who present satisfactory evidence that the owner has liability insurance coverage, to the value of at least \$100,000.00, that covers animal bites.
- (12) Notwithstanding the provisions of subsection (1) of this section, the animal control officer, in his discretion, may determine, after investigation, whether a dog is a dangerous dog. If the animal control officer determines that a dog is a dangerous dog, he may order the animal's owner to comply with the provisions of this article. If the animal's owner disagrees with the animal control officer's determination, he may appeal the determination to the general district court for a trial on the merits.

(Code 1990, § 3-14; Ord. of 9-10-1997; Ord. of 11-12-2003(1); Ord. of 1-20-2004(1))

FOOTNOTE(S):

--- (2) ---

Cross reference— Environment, ch. 34. [\(Back\)](#)

State Law reference— Authority to control dangerous or vicious dogs, Code of Virginia, § 3.1-796.93:1. [\(Back\)](#)

Vote: Mr. Osl – aye Mr. Banks – aye
Mr. Ingle – aye Mr. Meinhard – aye
Mr. Wheeler – aye

7. County Attorney/County Administrator Report

- a) Consent Agenda
 - 1) Approval of Bills for June 2019 and July 2019.
Approved bills for July 9, 2019 total \$117,506.96.
Ratified bills for June 12, 2019 through July 8, 2019 of warrants total \$778,482.45 with check numbers ranging from 80122-80342.
 - 2) Approval of Minutes – June 11, 2019

On a motion by Supervisor Osl and carried unanimously, the Board approved the consent agenda as presented:

Vote: Mr. Osl – aye Mr. Banks – aye
Mr. Ingle – aye Mr. Meinhard – aye
Mr. Wheeler – aye

- b) Appoint alternate to Virginia’s Growth Alliance (VGA) Board

On a motion by Supervisor Ingle and carried unanimously, the Board appointed JP Duncan as alternate on the Virginia’s Growth Alliance Board:

Vote: Mr. Osl – aye Mr. Banks – aye
Mr. Ingle – aye Mr. Meinhard – aye
Mr. Wheeler – aye

9. Planning Director's Report

- a) Planning Project Update

There was no discussion regarding this item.

- b) Set public hearing for CA 19-05 Family Subdivisions

On a motion by Supervisor Osl, and carried by the following vote, the Board set a public hearing for CA 19-05 Family Subdivisions for the next regular meeting of the Board on August 13, 2019:

Vote: Mr. Osl – aye Mr. Banks – aye
Mr. Ingle – aye Mr. Meinhard – aye
Mr. Wheeler – aye

- c) Set public hearing for REZ 19-03 Sunnyside Meadows

On a motion by Supervisor Osl, and carried by the following vote, the Board set REZ 19-03 Sunnyside Meadows for public hearing at the next regular meeting of the Board on August 13, 2019:

Vote: Mr. Osl – aye Mr. Banks – aye
Mr. Ingle – aye Mr. Meinhard – aye
Mr. Wheeler – aye

- d) Set public hearing for REZ 19-04 Cumberland Pharmacy

On a motion by Supervisor Osl, and carried by the following vote, the Board set REZ 19-04 Cumberland Pharmacy for public hearing at the next regular meeting of the Board on August 13, 2019:

Vote: Mr. Osl – aye Mr. Banks – aye
Mr. Ingle – aye Mr. Meinhard – aye
Mr. Wheeler – aye

e) Conservation Easement request

Planning Director, JP Duncan, informed the Board that Larry Atkins, owner of Sterling Investments, LLC is requesting that 10 acres of approximately 201 acres owned on Plank Road be subdivided, and a conservation easement be established on the remaining 191 acres. Because the property is located in a High Intensity Growth Area in the County's Comprehensive Plan, the establishment of a conservation easement is not possible. The owner is requesting that the property be removed from the High Intensity Growth Area in order that the conservation easement can be established.

On a motion by Supervisor Banks and carried unanimously, the Board directed the Planning Commission to remove the requested property from the high intensity growth area:

Vote: Mr. Osl – aye Mr. Banks – aye
Mr. Ingle – aye Mr. Meinhard – aye
Mr. Wheeler – aye

10. Old Business

11. New Business

A motion was made by Supervisor Meinhard to appoint JP Duncan as interim County Administrator, and Vivian Giles through

WHEREAS, the Board of Supervisors of Cumberland County has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by this Board that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Cumberland County hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Board of Supervisors of Cumberland County, and (iii) no action was taken in closed meeting.

16. Action on Closed meeting item

On a motion by Supervisor Wheeler, and carried by the following vote, the Board approved an amended and restated Host Community Agreement as discussed:

Vote:	Mr. Osl – aye	Mr. Banks – nay
	Mr. Ingle – aye	Mr. Meinhard – aye
	Mr. Wheeler – aye	

17. Additional Information

- a) Treasurer's Report
- b) DMV Report
- c) Monthly Building Inspections Report
- d) Approved Planning Commission meeting minutes – May 20, 2019

e) Approved EDA meeting minutes – N/A

18. Recess -

On a motion by Supervisor Ingle and carried unanimously, the Board recessed the meeting until August 11, 2019 at 7:00 p.m. in Court Room A of the Cumberland Courthouse:

Vote: Mr. Osl – aye Mr. Banks – aye
Mr. Ingle – aye Mr. Meinhard – aye
Mr. Wheeler – aye

David Meinhard, Chairman

Don Unmussig, County Administrator

At a recessed meeting of the Cumberland County Board of Supervisors held at 7:00 p.m. on the 11th day of July, 2019 at the Cumberland County Circuit Courtroom, 17 Courthouse Circle, Cumberland, Virginia:

Present: Kevin Ingle, District 3, Chairman
Parker Wheeler, District 5, Vice-chairman
William F. Osl, Jr., District 1
Lloyd Banks, Jr., District 2
David Meinhard, District 4
Vivian Seay Giles, County Administrator/County Attorney
Jennifer Crews, Finance Director

Absent: None

1. Call to Order

The Chairman called the meeting to order.

2. Welcome and Pledge of Allegiance

The Pledge of Allegiance was led by the Chairman.

3. Roll Call

County Administrator, Vivian Giles, called the roll.

4. Approval of Agenda

On a motion by Supervisor Osl and carried unanimously, the Board approved the agenda as presented:

Vote: Mr. Osl – aye Mr. Banks – aye
 Mr. Ingle – aye Mr. Meinhard – aye
 Mr. Wheeler – aye

5. Ratify Amendments to the Host Community Agreement

On a motion by Supervisor Osl, and carried by the following vote, the Board ratified and approved the amendments to the Host Community Agreement dated July 9, 2019:

AMENDED AND RESTATED 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 Waste6

 1.4 Service Area.....6

 1.5 Daily Disposal Limit.....6

 1.6 Convenience Center for Residential Waste.6

 1.7 County Government Facilities7

 1.8 Period of Obligations; Fees; Termination.....7

 1.9 Operating Hours.....7

 1.10 Scales8

 1.11 Liabilities and Duties8

 1.12 Sampling8

 1.13 Safety and Security8

 1.14 Road Cleaning.....9

 1.15 Litter Control9

 1.16 Site Drainage.....9

 1.17 Leachate Disposal9

 1.18 Disaster Support.....10

 1.19 Combustibles.....10

 1.20 Odor Management10

 1.21 Noise/lighting.....10

 1.22 Inspections and Monitoring10

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, Hauling Routes and Daily Traffic Volume.....	21
6.4 Notification	21
6.5 Term; Modification.....	21
6.6 Indemnification and Guaranty	22
6.7 Transferability of Agreement.....	23
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	26
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
6.19	Property Value Protections.....	27

AMENDED AND RESTATED HOST AGREEMENT

This Amended and Restated Host Agreement (“Agreement”) dated July 11, 2019, between Cumberland County, Virginia, a body politic and political subdivision of the Commonwealth of Virginia (“Cumberland” or “County”), and Green Ridge Recycling and Disposal Facility, LLC, a Virginia limited liability company (“Green Ridge”) (singularly, a "Party" and, collectively, the “Parties”), amends and replaces the original Host Agreement executed by the County and Green Ridge dated August 2, 2018. This Agreement 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

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.

a. Fly ash may be accepted at the Landfill, but solely for use as 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.

h. Fly ash.

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 maximum allowable service area of the Landfill for which Green Ridge may apply to VDEQ for a Permit will be 500 miles aerial radial distance. Provided, however, the service area will not include the States of New York and New Jersey. Provided, further, 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. Green Ridge shall prepay to the County \$400,000.00 in Host Fees. The prepayment shall be made after June 30, 2019 but no later than July 31, 2019, provided the rezoning of

and conditional use permit for the Landfill is final and unappealable. To the extent the necessary rezoning of and conditional use permit for the Landfill is not final and unappealable by July 31, 2019, the prepayment shall occur by July 31, 2019 or ten days after the rezoning of the Landfill is final and unappealable, whichever is later. This prepayment will 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 of the Landfill, 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 ($(\$400,000/12) \times 7$ 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 average tons x 26 days x \$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. After 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 payment will be made after June 30, 2019 but no later than July 31, 2019. To the extent the zoning approvals, including any conditional use permit, are not final and unappealable by June 30, 2019, then the payment will be made by July 31, 2019 or ten days after the zoning approvals are final and unappealable, whichever is later. 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 (15th) 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 2.3 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 (15th) 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 2.4 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 (15th) 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 and/or operation, including the performance of infrastructure studies, traffic studies, zoning approvals, 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's efforts to obtain the Permit and any necessary amendments to the Permit for the Landfill construction, and for the Landfill's operation, and will process expeditiously requests for zoning, rezoning, permits and other approvals required by County ordinances. The County will take no action intended to frustrate or prevent Green Ridge from receiving and maintaining a Permit, and other local permits and approvals that are consistent with the applicable ordinances and zoning, including any conditional use permits. Provided however, 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 and Guaranty.

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. Green Ridge's performance of its obligations under this Agreement shall be guaranteed by County Waste of Virginia, LLC pursuant to the terms of the Guaranty attached hereto as **Exhibit B** and incorporated in this Agreement by this reference as if fully set forth herein.

d. The provision of this Section 6.6 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, as described by this Agreement, 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 received by Green Ridge. 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 or regulations. 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, written notice of which is received by Green Ridge. Provided, however, Green Ridge's complying or taking action consistent with any VDEQ or other governmental or regulatory warning letter, notice of violation, or plan of action shall be deemed a cure if the compliance or the action is initiated by Green Ridge within thirty (30) days of Green Ridge receiving the warning letter, notice of violation or action plan. Green Ridge's failure after receiving written notice to resolve as soon as practically 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 upon Green Ridge's failure to act as soon as practically possible. 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 or other appropriate action in Cumberland Circuit Court. If the dispute involves an amount owed by Green Ridge to the County, Green Ridge shall submit any disputed amount to the Clerk of the Cumberland County Circuit Court. The cure period and any termination of this Agreement shall be extended and tolled pending a decision by the Circuit Court on Green Ridge's declaratory judgment or other action it filed.

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
Woods Rogers PLC
901 E. Byrd Street, Suite 1550
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 or Green Ridge files a lawsuit, counterclaim, or cross-claim to enforce any provision of this Agreement, the substantially prevailing party is entitled to all reasonable attorneys' fees, litigation expenses, and court costs.

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 4.1(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 6.12 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.

6.19 Property Value Protections. Green Ridge will provide programs as set forth in **Exhibit C** and **Exhibit D** to ensure the protection of property values of those properties identified in Exhibit C which either adjoin, or are in close proximity to, the Landfill.

[Signatures Appear on the Following Pages]

WHEREFORE, the undersigned, having been duly authorized to bind their respective principals, do set their hands to this Host Agreement this 11th day of July, 2019.

CUMBERLAND COUNTY, VIRGINIA

Date: _____ By: _____

David Meinhard, Chairman
Cumberland County Board of Supervisors

**GREEN RIDGE RECYCLING AND
DISPOSAL FACILITY, LLC**

Date: _____ By: _____

Jerry Cifor, President and Manager

Approved as to Form:

Vivian Seay Giles
Cumberland County Attorney

EXHIBIT B

GUARANTY

County Waste of Virginia, LLC (hereinafter, "County Waste"), in order to induce the Board of Supervisors of Cumberland County, Virginia, (hereinafter, the "County") to enter into the attached Agreement (hereinafter the "Agreement"), dated July 11, 2019, by and between the Board of Supervisors of Cumberland County, Virginia and Green Ridge Recycling and Disposal Facility, LLC (hereinafter, "Green Ridge"), and for other good and valuable considerations, the receipt of which is acknowledged by County Waste, hereby:

(a) absolutely, unconditionally and continually agrees to pay any and all monies or obligations whatsoever owed or that may become due from Green Ridge to the County pursuant to the Agreement, including, but not limited to, any late charges, interest, reasonable attorney fees awarded the County under the Agreement, delay damages (if any), liquidated damages (if any), any monies payable under the indemnity provisions of the Agreement, and any other payments, fees, charges, expenses, costs or sums of money whatsoever as become owing from Green Ridge or its successors in interest to the County or its successors in interest pursuant to or arising in connection with the Agreement;

(b) absolutely, unconditionally and continually agrees to guarantee the performance of each and every duty, obligation and undertaking of Green Ridge pursuant to or arising in connection with the

Agreement;

(c) agrees that its liability shall not be discharged by any extension of time of the Agreement, any increase or modifications in the amount of the payments, fees, charges, expenses, costs or sums of money whatsoever due pursuant to the Agreement, or any other modifications, amendments, additions or deletions to the Agreement, including, but not limited to, any change in the manner, place or terms of payment or performance of *any* obligation of Green Ridge pursuant to or arising in connection with the Agreement, or any indulgence, compromise, settlement or accommodation of any kind whatsoever granted to Green Ridge, with or without notice to County Waste;

(d) agrees that the acceptance of any compromise or settlement, whether in bankruptcy proceedings or upon the dissolution or termination of Green Ridge or otherwise shall not in any way operate as a release of County Waste under this Guaranty, with or without notice to County Waste;

(e) agrees that its liability shall not *be* discharged by any assignment of the Agreement by Green Ridge and/or the County unless otherwise agreed to by all the parties;

(f) agrees that in the case of insolvency, dissolution or bankruptcy proceedings of Green Ridge, or creditor proceedings against Green Ridge, all obligations and duties of Green Ridge pursuant to or arising in connection with the Agreement shall become the obligations and duties of County Waste;

(g) agrees that this Guaranty shall extend to and be binding upon County Waste's successors and assigns, and shall inure to the benefit of the County and its successors and assigns, and that County Waste's liabilities and obligations pursuant to or arising in connection with this Guaranty shall not be assigned without the prior written consent of the County, which consent may be withheld with or without cause or reason;

(h) agrees that this Guaranty shall be interpreted according to the laws of the Commonwealth of Virginia, and that the venue for any litigation regarding the Agreement and this Guaranty shall be conducted exclusively in the courts of or in Virginia;

(i) agrees that the execution, delivery and performance of this Guaranty have been duly authorized pursuant to all necessary company actions of County Waste and do not and will not conflict with or result in the breach of any of the terms of its operating agreement or any agreement, statute, rule, regulation, judgment, order or decree applicable to County Waste;

(j) agrees that it has been represented by counsel during the negotiating and drafting of the Agreement and this Guaranty and, accordingly, the rule of construction of contract language against the drafting party is hereby waived by County Waste;

(k) agrees, that with respect to the construction and interpretation of this Guaranty, County Waste shall not be deemed to be a gratuitous guarantor and it acknowledges that material benefits inure to County Waste by virtue of the County's willingness, as induced by this Guaranty, to enter into the attached Agreement;

(l) agrees that County Waste shall not be released from its obligations and liabilities pursuant to this Guaranty by virtue of the County's failure or inaction in demanding the performance of any terms or provisions of the Agreement;

(m) agrees that, notwithstanding any language herein to the contrary, County Waste's obligations, duties and liabilities pursuant to this Guaranty shall be construed and interpreted according to the laws of suretyship; provided, however, County Waste waives any and all rights and demands that County Waste would otherwise be intended to enjoy or make pursuant to Virginia Code §§ 49-25 and 49-26;

(n) waives the benefit of any exemption under the Homestead laws or Bankruptcy Code;

(o) agrees that if at any time any payment or performance of any of the duties, obligations or undertakings of Green Ridge pursuant to the Agreement, or any payment or performance required of County Waste pursuant to this Guaranty, is rescinded or is required to be restored or returned because of insolvency, bankruptcy, reorganization or otherwise, County Waste's obligations hereunder with respect to such payment

or performance shall be reinstated or reaffirmed as though such payment had been due or performance required, but not paid or performed, at the time of such rescission or requirement.

(p) agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by the County in connection with any enforcement of this Guaranty in which the County substantially prevails.

Regardless of any language contained herein to the contrary, the County shall give County Waste, and County Waste shall be entitled to, all notice(s) required under the terms of the Agreement that Green Ridge is required and/or entitled to receive.

As used in this Guaranty, the term "Agreement" shall include any renewals, extensions of time, accommodations, modifications, changes, amendments, deletions and/or additions as may occur from time to time to the attached Agreement, dated July 11, 2019, by and between the Board of Supervisors of Cumberland County, Virginia and Green Ridge.

If any term or provision of this Guaranty shall be held to be invalid, illegal or unenforceable in any respect, this Guaranty shall remain in *effect* and *be* construed without regard to such term or provision.

This Guaranty is a guaranty of payment and not of collection, and is a direct guaranty by County Waste of the performance of all Green Ridge's duties, obligations and undertaking pursuant to the Agreement. The County shall be entitled to bring any suit, action or proceeding against County Waste for the enforcement of any provision under this Guaranty without exhausting any other remedies which it may have pursuant to the Agreement, without bringing any action against Green Ridge or any other person and without resort to any insurance or other forms of relief. The County may exercise its rights hereunder and pursuant to the Agreement jointly and severally against County Waste and/or Green Ridge. Each default hereunder shall give rise, at the sole option of the County, to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises. Provided, however, and regardless of any language contained herein to the contrary, before the County may bring suit against County Waste, all notices required to be given to Green Ridge under the Agreement must be given to Green Ridge by the County and all cure periods in the Agreement must have expired without Green Ridge having cured the default as defined and described in the Agreement.

This Guaranty replaces and is in lieu of the Guaranty dated August 2, 2018 executed by County Waste and the County in connection with the original Host Agreement between Green Ridge and the County dated August 2, 2018.

This Guaranty may be executed in counterparts and each such counterpart shall be deemed an original, and all such counterparts shall together constitute one and the *same* instrument.

This Guaranty constitutes the entire understanding and all agreements between the County and County Waste. This Guaranty may be amended, supplemented or terminated only in writing, signed by the County and County Waste, or their respective successors and assigns.

This Guaranty shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Witness the following signatures and seals on this 11th day of July, 2019.

County Waste of Virginia, LLC,

Date: _____ By: _____ (SEAL)
President and Manager

Date: _____ Attested: _____ (SEAL)
Secretary

The Board of Supervisors of Cumberland County, Virginia, hereby accepts and agrees to this Guaranty as a material inducement for it to enter in to the aforementioned Agreement

THE BOARD OF SUPERVISORS OF
CUMBERLAND COUNTY, VIRGINIA

By: _____
David Meinhard, Chairman

Attest: _____
Clerk of the Board

Approved as to form: _____
County Attorney

EXHIBIT C
PROPERTY VALUE ASSURANCE PROGRAM

1. Green Ridge Recycling and Disposal Facility, LLC (“Green Ridge”) owns or has acquired or has a right to acquire certain real properties located in Cumberland County, Virginia (the “County”) on which Green Ridge intends to develop, construct and operate a municipal solid waste landfill (the “Landfill”). In connection with the construction and permitting of the Landfill, fee simple owners as of July 1, 2018 of the following tax map parcels qualify to participate in the Green Ridge Property Value Assurance Program (“Program”) in connection with the identified parcels as set forth below (all properties identified in this Paragraph 1 are collectively referred to as “Eligible Properties”):

45-A-2	44-1-6	45-1-15B	45-1-15A
37-A-63-B	44-3-6	45-A-15	44-1-2
037-A-70	44-A-18	45-A-12-D	37-2-6
44-2-1	44-1-4	45-A-8-A	45-A-18-A
44-1-4-A	037-A-63-A	45-1-37	45-1-36-A

2. Each Eligible Property will be protected within the parameters of the Program against the devaluation of the Eligible Property based upon the presence of the Landfill upon the terms and conditions set forth herein.
3. Except as otherwise provided for Nearby Properties (defined below), the Program would become effective when all permits necessary for the construction and operation of the Landfill are final and no longer subject to appeal (the “Effective Date”). In no event shall

Green Ridge have any obligation to make any payments pursuant to the Program until the Effective Date, except as set forth in connection with Nearby Properties.

4. The Program has been offered on a one-time basis with respect to the Eligible Properties.
5. The County acknowledges and agrees that Green Ridge offered a sign-up period under the Program to the owners of the Eligible Properties through June 15, 2019, and that the sign-up was substantially in the form of a Property Value Assurance Agreement attached as Exhibit D to the Host Agreement. For the owners of the Eligible Properties to qualify under the Program, the landowners of the Eligible Properties had to execute and deliver the Property Value Assurance Agreement to Green Ridge by June 15, 2019. For a property to qualify for the Program, all owners of an Eligible Property must have executed the Property Value Assurance Agreement by June 15, 2019.
6. Under the Program, Green Ridge and the Cumberland County Board of Supervisors (the “Board”) have mutually agreed upon an approved list of at least two residential real estate appraisers licensed in the Commonwealth of Virginia (or Virginia appraisal companies), (the “Approved Appraisers”). Green Ridge and the County by mutual agreement may from time to time add approved appraisers and appraisal companies to the list. If the Board and Green Ridge cannot agree on at least two appraisers, then the Board and Green Ridge will each designate a licensed appraiser, and the two designated appraisers will then select a panel of two Approved Appraisers. Green Ridge, at its expense, will obtain an appraisal of each Participant’s Eligible Property as of the Effective Date (except as otherwise provided for Nearby Properties), through one of the Approved Appraisers, within 90 days after the Effective Date. If a Participant so chooses, a second appraisal may be performed by another Approved Appraiser at the Participant’s expense, and the appraised value then will equal the average of the two appraisals. The appraised value for each Participant’s Eligible Property will be the “Base Year Value” for such Participant’s Eligible Property. Each Participant will give the Approved Appraisers reasonable access to the Eligible Property.
7. For the life of the Program, the Base Year Value will be adjusted on an annual basis by the average percentage increase or decrease, as the case may be (the “Index Percentage”), of residential re-sales for the Second District in the County as determined by the MLS sales for the immediately previous year. The Base Year Value as adjusted from time-to-time by the Index Percentage will be the “Adjusted Property Value.”

The Base Year Value for each Participant of the Property Value Assurance Program and the Index Percentage rates will be recorded and maintained by Green Ridge with a copy to the Cumberland County Administrator’s Office for the duration of the Program. The Index Percentage rate will be recorded on an annual basis within forty-five [45] days following each anniversary of the Effective Date (each such annual recording date, a “Index Percentage Date”). The base Year Value and the Adjusted Property Value for a Participant and the Index Percentage rates will be available for inspection by such Participant.

8. If a Participant makes an improvement to his or her property during the term of the Program, which the Participant believes to have increased the Adjusted Property Value of the Participant's Property, such Participant shall, within 90 days after completion of such improvement, present to Green Ridge a copy of the contract with the licensed contractor who made the improvement which shows the cost of the improvement, together with receipts showing that the Participant has paid such cost. If the Participant personally does the improvement, then the Participant must obtain an appraisal at his or her expense from an Approved Appraiser of the amount which such improvement would have cost if done by a licensed contractor and submit the appraisal to Green Ridge. The cost or appraised cost, as the case may be, of the improvement will then be added to the Adjusted Property Value as of the next Index Percentage Date following the date on which the improvement is made. Improvements do not include maintenance items and the repair or replacement of like items or landscaping. If the Participant and Green Ridge disagree as to whether an item qualifies as an improvement, the Approved Appraisers shall make such determination. If the Approved Appraisers cannot agree on such determination, the two Approved Appraisers will then select a third Approved Appraiser. The third Approved Appraiser will then determine whether the item qualifies as an improvement.
9. If, during the term of the Program, a Participant in the Program desires to sell the Participant's Eligible Property, the Participant must list the Participant's Property for sale at or above the Adjusted Property Value as of the annual adjustment date immediately preceding the date on which the Eligible Property is listed for sale in order to be eligible for resale protection. If the Participant contracts to sell the Participant's Eligible Property for less than such Adjusted Property Value within six months from the initial listing date and the Property is sold under that contract, then the Participant will not receive any reimbursement from Green Ridge. If the Eligible Property is not sold by the Participant in connection with a contract for sale that was executed during the initial six-month period after the Eligible Property is first listed for sale, then the Participant is eligible to receive reimbursement from Green Ridge in the event the Participant's Property is sold after such six-month period for a price less than such Adjusted Property Value. If the Eligible Property is sold pursuant to a contract executed subsequent to such six-month period to a bona fide third party purchaser in an arm's length transaction for less than such Adjusted Property Value, Green Ridge will reimburse the Participant for any shortfall up to a maximum of 15% of the Adjusted Property Value as of the Index Percentage Date immediately preceding the date on which the Eligible Property is first listed for sale.

Example:	
February 1, 2019 Base Year Value	\$150,000
Cumulative Index Percentage Increase since December 31, 2020	20%

Adjusted Property Value as of the Index Percentage Date Immediately Preceding the Listing Date.	\$180,000
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The Participant's Property is listed at \$180,000. If the Participant's Property is not sold pursuant to a contract executed within the first six-months after listing, Green Ridge will reimburse the Participant for the difference between the actual gross sales price paid by a bona fide third party purchaser in an arm's length transaction and \$180,000, up to a maximum of \$27,000 (15% of Adjusted Property Value).

10. Each Participant under the Program shall be required to maintain his or her property in a state of good condition and repair as a condition to receiving reimbursement from Green Ridge, and Green Ridge shall be given reasonable access to any Eligible Property with a Participant seeking reimbursement under the Program to determine that the Eligible Property has been properly maintained.
11. The Program shall be in effect as of the Effective Date for so long as the Landfill accepts waste for disposal.
12. Notwithstanding the foregoing, the following Eligible Properties (the "Nearby Properties") identified by the following tax map identification numbers will be governed by the procedures, terms and processes set forth in Paragraphs 12-16:

45-A-2	37-A-7044-A-18
45-A-8-A	45-1-37 45-1-36-A
13. Within sixty (60) days of receiving approval of the Permit for the Landfill's Western Fill Area as generally shown on the Conditional Use Permit's master plan, Green Ridge shall notify in writing the participating Program property owner(s) of the Nearby Properties with tax map parcels 45-A-8-A, 44-A-18, 37-A-70, 45-1-37, and 45-1-36-A, as listed and at the addresses identified in the County's tax assessment records, that Green Ridge has received a Permit for the Landfill's Western Fill Area. Within sixty (60) days of receiving approval of the Permit for the Landfill's Eastern Fill Area as generally shown on the Conditional Use Permit's master plan, Green Ridge shall notify in writing the participating Program property owner(s) of the Nearby Properties with tax map parcel 45-A-2 that Green Ridge has received a Permit for the Landfill's Eastern Fill Area. Within six (6) months of the date that a Nearby Property owner receives actual receipt of the notice sent by Green Ridge to that Nearby Property owner(s) or within six (6) months and seven (7) days after the notice was sent by certified mail to the owner of a Nearby Property by Green Ridge, whichever occurs first, the owner(s) of that Nearby Property may elect to notify Green Ridge in writing of the owner's agreement to sell the Nearby Property to Green Ridge or its assigns on the terms outlined below. For the Nearby Property owner's written notice to be effective, all owners of the Nearby Property must have signed the notice, and Green Ridge must physically receive the owner's written notification at the physical address and to the attention of the person(s) identified in Green Ridge's written notice informing the Nearby Property owner that Green Ridge has received approval of its Permit for the Landfill.

14. Within sixty (60) days of Green Ridge’s receipt of the Nearby Property owner’s written notice to sell, Green Ridge, at its expense, shall obtain an appraisal from an Approved Appraiser of the Nearby Property. Each Nearby Property owner shall maintain his or her property in a state of good condition and repair following such owner’s notice to Green Ridge of such owner’s agreement to sell as a condition to Green Ridge purchasing such Nearby Property, and Green Ridge shall be given reasonable access to such Nearby Property to determine that the Nearby Property has been properly maintained. If the Nearby Property owner does not agree with the appraisal, at the Nearby Property owner’s expense, the owner may obtain a second appraisal from an Approved Appraiser to be completed within sixty (60) days, and the base purchase price for such Nearby Property shall be the average of the two appraisals. To offset any relocation cost of the Nearby Property owners, the base purchase price will then be increased by \$15,000 if the written contract to purchase described in Paragraph 16 is executed by December 31, 2021 and by \$20,000 if the written contract to purchase is executed after December 31, 2021. (For example, if the appraised value is \$200,000, the purchase price Green Ridge would pay to the owner of the Nearby Property would be \$215,000 if the contract to purchase is executed on October 1, 2021). The appraisal shall assume that no Landfill exists when calculating the appraisal value.
15. Notwithstanding any other provisions of the Program, the appraisal of the Nearby Property shall not include any dwelling constructed after July 1, 2018, or the value of any addition or other improvements in excess of \$25,000 in the aggregate that is or are installed or constructed on the Nearby Property after July 1, 2018.
16. Within thirty (30) days of the receipt of the final appraisal value, Green Ridge and the Nearby Property owner will enter into a written contract to purchase, substantially in the form of and containing the terms in Schedule A attached hereto.
17. If the Nearby Property owner does not provide the written notice to sell as set forth in Paragraph 13 above, Green Ridge’s obligation to purchase the Nearby Property is terminated. However, the Nearby Property owner may continue to participate in the Program as set forth in Paragraphs 1-11 to the extent that the Nearby Property owner is a Program Participant, the Nearby Property qualifies under the Program, and the owner of the Nearby Property otherwise satisfies the conditions and terms set forth in the foregoing Paragraphs 1-11; provided, however, if a Nearby Property owner, after executing an agreement to sell as generally identified in Schedule A materially breaches that agreement, then the Nearby Property owner’s rights under the Program are terminated.

EXHIBIT D
PROPERTY PROTECTION CONTRACT
PROPERTY VALUE ASSURANCE PROGRAM

This Property Value Assurance Agreement (“Agreement”) is entered into on this _____ day of _____, 2018, by and between Green Ridge Recycling and Disposal Facility, LLC, (“Green Ridge”) and _____ (the “Participant”).

In consideration of the promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties acknowledge that: (a) Green Ridge is the owner of certain real estate located in Cumberland County, Virginia near U.S. Route 60, such real estate being more fully described on Schedule A attached hereto and incorporated herein by reference (the "Real Property"); (b) Green Ridge is seeking all necessary authorizations to permit, develop, construct and operate a municipal solid waste landfill on the Real Property (the "Landfill"); and (c) Participant owns the real property more fully described on Schedule B attached hereto and incorporated herein by reference (the "Participant's Property"), and that Participant has concerns regarding the effect of the Landfill on the value of the Participant's Property. Green Ridge desires to reassure the Participant with respect to the value of the Participant's Property as it might be affected by the Landfill.
2. Green Ridge and the Participant each agrees to be bound by the terms of the Property Value Assurance Program more fully described on Exhibit C attached hereto and incorporated herein by reference (the "Program"). The Participant acknowledges and agrees that he or she shall not oppose in any way the permitting, development, construction or operation of the Landfill so long as the Landfill is in material compliance with the Host Community Agreement and all Local, State and Federal laws and regulations.
3. This Agreement will terminate upon the earlier to occur of the following: (a) final determination by Green Ridge that there will not be an Landfill operated on the Real Property; (b) if the Landfill is placed in operation on the Real Property, such operations are terminated and a closure of the Landfill has been completed; (c) the Participant sells the Participant's Property; or (d) as otherwise set forth under the Program. Upon the occurrence of any of the above-described events, this Agreement will automatically terminate, and upon the request of any party to this Agreement the parties will execute in recordable form a Termination Agreement appropriate to terminate this Agreement of record.
4. This Agreement will be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Green Ridge.
5. Participant acknowledges and agrees that if he or she breaches this Agreement, he or she shall surrender all rights under this Agreement and the Program and Green Ridge shall no longer be obligated to provide any benefits to the Participant under this Agreement or the Program.
6. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the substantially prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the day and year first above written.

GREEN RIDGE RECYCLING AND DISPOSAL
FACILITY, LLC

By: _____

Title: _____

PARTICIPANT(S)

Name

Signature

Name

Signature

Exhibit D - Property Protection Contract

SCHEDULE A

DESCRIPTION OF REAL PROPERTY

Exhibit D - Property Protection Contract

SCHEDULE B

DESCRIPTION OF PARTICIPANT'S PROPERTY

OWNER(S): _____

ADDRESS IF A DWELLING: _____

LEGAL DESCRIPTION OF PROPERTY IF A VACANT LOT:

Vote: Mr. Osl - aye
Mr. Ingle - aye
Mr. Wheeler - aye

Mr. Banks - nay
Mr. Meinhard - aye

6. Adjourn into Closed Meeting

On a motion by Supervisor Osl and carried, the Board entered into closed meeting pursuant to the Virginia Code Section set for the below to discuss the subject identified:

- Virginia Code § 2.2-3711.A.1: Personnel;
Subject: Assignment and reassignment of administrative duties and county attorney duties and matters

Supervisor Banks left the meeting at 7:41 p.m. He certified that at of the time of his departure, and during his participation in closed meeting, all representations in the certification resolution were true.

7. Reconvene in Open Meeting

The Board returned to regular meeting on a motion by Supervisor Osl.

A motion was made by Supervisor Osl and adopted by the following vote:

Mr. Osl - aye
Mr. Banks - absent
Mr. Ingle - aye
Mr. Meinhard - aye
Mr. Wheeler - aye

That the following Certification of a Closed Meeting be adopted in accordance with The Virginia Freedom of Information Act:

WHEREAS, the Board of Supervisors of Cumberland County has convened a closed meeting on this date pursuant

- Authorize the Chairman to negotiate with Sands Anderson to retain Ms. Giles as County Attorney
- Authorized Supervisor Wheeler to discuss immediate legal needs with Mr. Jim Ennis
- For a long-term solution, the Board wants to advertise for the county attorney position

9. Adjourn

On a motion by Supervisor Meinhard and carried unanimously, the Board adjourned the meeting until the next regular meeting of the Board, to be held at 7:00 p.m. on August 13, 2019 in the Court Room A of the Cumberland Courthouse:

Vote:	Mr. Osl – aye	Mr. Banks – absent
	Mr. Ingle – aye	Mr. Meinhard – aye
	Mr. Wheeler – aye	

David Meinhard, Chairman

Donald Unmussig, County Administrator

At a special called meeting of the Cumberland County Board of Supervisors held at 7:00 p.m. on the 25th day of July, 2019 at the Cumberland County Circuit Courtroom, 17 Courthouse Circle, Cumberland, Virginia:

Present: Kevin Ingle, District 3, Chairman
Parker Wheeler, District 5, Vice-chairman
William F. Osl, Jr., District 1
Lloyd Banks, Jr., District 2
David Meinhard, District 4
Donald Unmussig, County Administrator
Stephany S. Johnson, Deputy Clerk

Absent: None

1. Call to Order

The Chairman called the meeting to order.

2. Welcome and Pledge of Allegiance

The Pledge of Allegiance was led by the Chairman.

3. Roll Call

County Administrator, Donald Unmussig, called the roll.

4. Participation of a member by electronic communication

Mr. Unmussig established for the record, and confirmed with the Chairman and the audience present at the meeting, all of the following:

- 1) Pursuant to VA Code § 2.2-3708.1, Supervisor Banks would be participating in the meeting through electronic (telephonic) communication, having notified the Chairman prior to the meeting that he would be unable to attend the meeting at which a quorum was physically assembled, due to a personal matter that prevented his physical attendance;
- 2) That Supervisor Banks was participating in the meeting from 2950 Oak Lake Boulevard, Charlotte, North Carolina 28208;
- 3) That a quorum of the Board was physically assembled at the meeting at the Cumberland County Courthouse;
- 4) That the voice of Supervisor Banks could be heard via speaker phone by all persons at the meeting location, the Cumberland County Courthouse; and
- 5) That Supervisor Banks attended the meeting through electronic communication due to a personal matter which was travel.

On a motion by Supervisor Meinhard and carried, the Board approved Supervisor Banks to participate in the meeting via electronic communication:

Vote:	Mr. Osl – aye	Mr. Banks – abstain
	Mr. Ingle – aye	Mr. Meinhard – aye
	Mr. Wheeler – aye	

5. Approval of Agenda

On a motion by Supervisor Osl and carried unanimously, the Board approved the agenda as presented:

Vote:	Mr. Osl – aye	Mr. Banks – aye
	Mr. Ingle – aye	Mr. Meinhard – aye
	Mr. Wheeler – aye	

6. Adjourn into Closed Meeting

On a motion by Supervisor Osl and carried, the Board entered into closed meeting pursuant to the Virginia Code Section set for the below to discuss the subject identified:

- Virginia Code § 2.2-3711.A.1: Personnel;
Subject: discussion regarding County Attorney position

7. Reconvene in Open Meeting

The Board returned to regular meeting on a motion by Supervisor Osl.

A motion was made by Supervisor Osl and adopted by the following vote:

Mr. Osl - aye
Mr. Banks - aye
Mr. Ingle - aye
Mr. Meinhard - aye
Mr. Wheeler - aye

That the following Certification of a Closed Meeting be adopted in accordance with The Virginia Freedom of Information Act:

WHEREAS, the Board of Supervisors of Cumberland County has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by this Board that such closed meeting was conducted in conformity with Virginia law;

Womack, who recently passed. The motion carried unanimously:

Vote: Mr. Osl – aye Mr. Banks – aye
Mr. Ingle – aye Mr. Meinhard – aye
Mr. Wheeler – aye

c. Cumberland Fire & EMS

Supervisor Ingle informed the Board that Cumberland Fire & EMS recently took possession of a 2012 Ambulance that was donated from Powhatan County. EMS is now outfitting the vehicle to prepare for the Virginia Department of Health inspection prior to putting the vehicle in service.

9. Adjourn

On a motion by Supervisor Wheeler and carried unanimously, the Board adjourned the meeting until the next regular meeting of the Board, to be held at 7:00 p.m. on August 13, 2019 in the Court Room A of the Cumberland Courthouse:

Vote: Mr. Osl – aye Mr. Banks – aye
Mr. Ingle – aye Mr. Meinhard – aye
Mr. Wheeler – aye

David Meinhard, Chairman

Donald Unmussig, County Administrator



DATE: July 3, 2019
TO: Cumberland County Board of Supervisors
FROM: Vivian Seay Giles
RE: Transfer Station Hours

Information

On one or more occasions, the issue of transfer station hours has been discussed. Specifically, the primary objectives discussed have been the expansion of hours past 5:00 in the afternoon at all three transfer stations, and the expansion of hours at the Randolph and Hamilton stations to be open more days.

Staff has considered the possibility of expanding transfer station hours and recommends the attached schedule as a possible alternative. The total cost to adopt expanded schedules at all three transfer stations is approximately \$15,000 per year.

**Proposed
TS Schedule
12 hour days
07/09/2019**

		SUN	MON	TUES	WED	THUR	FRI	SAT	TOTAL
	John T.		R 12		R 12		R 12		36
	Jovan		H 12		H 12		H 12		36
	Thomas		MNT 8	MNT 8	MNT 8	MNT 8	MNT 8		40
	Alvin		M 12	R 7		R 7			26
	Frank			H 7		H 7			14
	Clarence				M 12		MNT 12	M 7	31
	NEW EE 1	M 6		M 12					18
	NEW EE 2					M 12			12
	John T.		R 12		R 12		R 12		36
	Jovan		H 12		H 12		H 12		36
	Thomas		MNT 8	MNT 8	MNT 8	MNT 8	MNT 8		40
	Alvin		M 12			M 12		M 7	31
	Frank			H 7			MNT 12		19
	Clarence			M 12	M 12	H 7			31
	NEW EE 1					M 7			7
	NEW EE 2	M 6		R 7					13
	John		R 12		R 12		R 12		36
	Jovan		H 12		H 12		H 12		36
	Thomas		MNT 8	MNT 8	MNT 8	MNT 8	MNT 8		40
	Alvin		M 12	R 7		R 7			26
	Frank			H 7		H 7			14
	Clarence				M 12		MNT 12	M 7	31
	NEW EE 1	M 6		M 12					18
	NEW EE 2					MNT 12			12
	John		R 12		R 12		R 12		36
	Jovan		H 12		H 12		H 12		36
	Thomas		MNT 8	MNT 8	MNT 8	MNT 8	MNT 8		40
	Alvin		M 12		M 12	M 12		M 7	31
	Frank			H 7					19
	Clarence			M 12		H 7	M 12		31
	NEW EE 1					M 12			12
	NEW EE 2	M 6		R 7		7			20

John	144
Jovan	144
Thomas	160
Alvin	114
Frank	66
Clarence	124
PT EE 1	55
PT EE 2	57

	SUN	MON	TUES	WED	THUR	FRI	SAT
Hamilton	Closed	7 - 7	12 - 7	7 - 7	12 - 7	7 - 7	8 - 3
Madison	1 - 7	7 - 7	7 - 7	7 - 7	7 - 7	7 - 7	8 - 3
Randolph	Closed	7 - 7	12 - 7	7 - 7	12 - 7	7 - 7	8 - 3



DATE: August 7, 2019

TO: Cumberland County Board of Supervisors
Mr. Don Unmussig, County Administrator

FROM: Stephany S. Johnson, Deputy Clerk

RE: Facility Use Policy

Information

Former County Administrator, Vivian Giles, discussed issues with safety and security during events held on county property at the Board's regular meeting on July 9, 2019. At that meeting, the Board temporarily suspended rental of county facilities pending discussion with the Sheriff. This item is being included in tonight's meeting for further discussion and possible action should the Supervisors so choose.



DATE: July 11, 2019

TO: Cumberland County Board of Supervisors
Mr. Don Unmussig, County Administrator

FROM: Stephany S. Johnson, Deputy Clerk

RE: Appointment to the Virginia's Heartland Regional
Industrial Facilities Authority

Recommendation

Appoint a representative to the Virginia's Heartland Regional Industrial Facilities Authority Board of Directors in the place and stead of Ms. Vivian Giles.

Information

Supervisor Ingle and Ms. Giles were appointed by the Board to represent Cumberland County on the Virginia's Heartland Regional Industrial Facilities Authority Board of Directors. With Ms. Giles departure, there is a need to replace her with a new representative.



DATE: July 18, 2019
TO: Cumberland County Board of Supervisors
Mr. Don Unmussig, County Administrator
FROM: Stephany S. Johnson, Deputy Clerk
RE: August 13, 2019 Board Agenda Item
Economic Development Authority Reappointments

Recommendation

Reappoint Fred Shumaker, Joe Hazlegrove and James Henshaw to the Economic Development Authority for a four-year term expiring August 31, 2023.

Information

Messrs. Shumaker and Hazlegrove's appointments to the Economic Development Authority are set to expire on August 31, 2019, while Mr. Henshaw's term expired September 30, 2017. Under Virginia Code § 15.2-4904. A., Mr. Henshaw has continued to serve. All three Directors wish to continue to serve in this capacity.

** GENERAL FUND REVENUES**

Monthly Financial Report To Council For August 2019

	Estimated 2018/2019 Budget to Date -----	Actual 2018/2019 Budget to Date -----	(Over) or Under Budget to Date -----
Revenue			
Balance Forward		5,003,542.53	
Fund Revenue	43,731,491.84	43,629,781.53	101,710.31
Total Revenue	43,731,491.84	48,633,324.06	(4,901,832.22)
Expenditures			
* Board of Supervisors *	46,117.00	50,682.77	(4,565.77)
* County Administrator *	320,955.00	350,988.25	(30,033.25)
* Legal Services *	93,501.00	93,500.80	.20
* Independent Auditor *	55,700.00	55,691.93	8.07
* Commissioner of Revenue *	259,158.00	276,355.79	(17,197.79)
* Assessor *	104,000.00	51,092.76	52,907.24
* Treasurer *	306,031.00	338,788.88	(32,757.88)
* Accounting *	193,002.00	202,280.48	(9,278.48)
* Data Processing *	308,408.00	321,818.72	(13,410.72)
* Electoral Board *	27,938.00	28,517.06	(579.06)
* Registrar *	97,937.00	95,724.26	2,212.74
* Circuit Court *	14,800.00	11,731.73	3,068.27
* General District Court *	7,630.00	8,683.89	(1,053.89)
* Magistrate *	1,125.00	97.87	1,027.13
* Clerk of Circuit Court *	254,217.50	272,546.88	(18,329.38)
* Law Library *	1,200.00	425.59	774.41
* Victim and Witness Assistance *	34,538.83	21,306.30	13,232.53
* Commonwealth's Attorney *	221,898.00	235,045.00	(13,147.00)
* Sheriff *	1,634,201.00	1,787,309.78	(153,108.78)
* School Resource Officer *	96,024.00	113,927.09	(17,903.09)
* E911 *	25,200.00	21,495.70	3,704.30
Cumberland Vol.FIRE DEPT	67,299.34	67,299.34	
Cartersville Volun.	62,299.33	62,299.33	
Cumberland Vol. Rescue Squad		(17.11)	17.11
Prince Edward Vol. Rescue Squad	10,000.00	10,000.00	
Randolph Fire Dept.	62,299.34	62,299.34	
Cartersville Vol. Rescue Squad	37,970.00	37,970.00	
Chesterfield Med-Flight Program	400.00	700.00	(300.00)
* Forestry Service *	8,705.00		8,705.00
* CUMBERLAND FIRE & EMS *	601,735.00	541,556.41	60,178.59
* Probation Office *	550.00	281.16	268.84
* Correction & Detention *	322,655.00	380,721.73	(58,066.73)
* Building Inspections *	142,981.00	150,604.58	(7,623.58)
* Animal Control *	122,519.00	121,231.62	1,287.38
* Medical Examiner *	200.00	80.00	120.00
* Refuse Disposal *	974,504.00	980,659.32	(6,155.32)
* General Properties *	803,909.00	889,632.67	(85,723.67)
* Supplement of Local Health Dept *	80,417.00	79,615.10	801.90
Piedmont Senior Resources	5,000.00	5,000.00	
* Chapter 10 Board - Crossroads *	34,000.00	34,000.00	
* CSA Management *	34,481.00	37,278.99	(2,797.99)
* Community Colleges *	17,612.00	17,611.31	.69

** GENERAL FUND REVENUES**

Monthly Financial Report To Council For August 2019

	Estimated 2018/2019 Budget to Date -----	Actual 2018/2019 Budget to Date -----	(Over) or Under Budget to Date -----
Expenditures			
* Recreation *	67,023.00	68,694.00	(1,671.00)
* Local Library *	115,450.00	115,450.00	
* Planning Commission *	9,950.00	8,006.94	1,943.06
* Planning/Zoning Dept. *	86,393.00	81,182.42	5,210.58
* Community & Economic Developmnt *	14,052.00	11,823.64	2,228.36
* Board of Zoning Appeals *	650.00		650.00
	10,590.00	25,085.00	(14,495.00)
* Farmville Area Chamber of Commerc	1,500.00	1,500.00	
* Longwood Small Bus. Dev. Ctr. *	3,000.00	3,000.00	
* Southside Violence Prevention *	5,000.00	5,000.00	
* Friends of CCAC *	762.51	762.51	
Peter Francisco SWD	10,000.00	10,000.00	
* Extension Agents *	53,329.00	51,901.02	1,427.98
	2,500.00	3,750.00	(1,250.00)
* NONDEPARTMENTAL *	19,122.00	11,962.79	7,159.21
TRANSFERS	9,112,653.04	8,931,434.52	181,218.52
COMMONWEALTH'S ATTORNEY	5,000.00	2,152.11	2,847.89
SHERIFF	50,000.00	4,419.00	45,581.00
HEALTH INSURANCE	2,689,500.00	1,113,166.53	1,576,333.47
DENTAL INSURANCE	115,000.00	51,378.99	63,621.01
PATIENT CENTERED OUTCOME FEE(PCOR)	12,500.00	546.92	11,953.08
* Administration *	1,621,059.93	1,635,637.72	(14,577.79)
	15,947,608.85	15,943,104.68	4,504.17
	1,290,402.00	914,088.09	376,313.91
* MAINTENANCE - GENERAL PROPERTIES*	35,000.00	34,357.59	642.41
* Elementary School - Lit Loan *	211,667.00	211,666.67	.33
* COPS97 Loan *	770.00	770.00	
* High/Middle School - VPSA Loan *		1,635,739.21	(1,635,739.21)
* HS/MS-VPSA LOAN #2 *	1,201,340.00	2,134,438.75	(933,098.75)
PUBLIC FACILITY NOTE 2009	389,067.00	401,453.68	(12,386.68)
* AMERESCO *	154,394.00	154,394.00	
* SunTrust Loan-HS/MS *	892,500.00		892,500.00
* Suntrust Loan - Courthouse *	253,017.64	497,288.81	(244,271.17)
	1,232,205.00	1,232,204.60	.40
* SEWER FUND - Enterprise Fund *	272,172.00	266,322.49	5,849.51
* WATER FUND - ENTERPRISE FUND *	194,328.00	169,160.47	25,167.53
COMMUNITY CENTER PURCHASE	130,368.53	111,575.74	18,792.79
MADISON INDUSTRIAL PARK		750.00	(750.00)
SHELL BUILDING	5,000.00	347.99	4,652.01
	23,500.00	14,739.68	8,760.32
Total Expenditure	43,731,491.84	43,676,091.88	55,399.96
Total Revenues			
Less Total Expenditures		4,957,232.18	(4,957,232.18)

FUND # -100 ** GENERAL FUND REVENUES**

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE UNCOLLECTED	%
1101	** Real Estate Taxes **	5,850,000.00	5,963,043.00	124,815.10	6,175,544.69	212,501.69-	3.56-
1102	** Real/Personal Public Service *	860,000.00	860,000.00	.00	965,852.64	105,852.64-	12.30-
1103	** Personal Property Taxes *	1,994,500.00	2,034,765.00	29,523.30	2,076,723.68	41,958.68-	2.06-
1104	** Machinery & Tools *	200,000.00	205,000.00	.00	277,501.97	72,501.97-	35.36-
1106	** Penalties & Interest *	247,000.00	247,000.00	51,627.27	342,686.22	95,686.22-	38.73-
1201	** Local Sales & Use Taxes *	500,000.00	500,000.00	113,470.89	558,575.92	58,575.92-	11.71-
1202	** Consumer Utility Taxes *	173,000.00	173,000.00	14,636.77	175,912.00	2,912.00-	1.68-
1203	** Business License Taxes *	111,000.00	111,000.00	3,648.66	123,744.50	12,744.50-	11.48-
1204	** Franchise License Taxes *	15,000.00	15,000.00	.00	17,133.00	2,133.00-	14.22-
1205	** Motor Vehicle License Tax *	230,000.00	230,000.00	4,818.42	235,586.46	5,586.46-	2.42-
1207	** Taxes On Recordation & Wills *	68,600.00	68,600.00	13,706.09	99,807.97	31,207.97-	45.49-
1301	** Animal licenses *	8,000.00	8,000.00	187.00	7,718.00	282.00	3.52
1303	** Permits & Other Licenses *	76,600.00	76,600.00	11,478.69	76,796.00	196.00-	.25-
1401	** Court Fines & Forfeitures *	150,000.00	150,000.00	23,335.19	129,538.18	20,461.82	13.64
1501	** Revenue From Use of Money *	40,000.00	40,000.00	2,534.83	90,714.11	50,714.11-	126.78-
1502	** Revenue From Use of Property *	15,000.00	15,000.00	13,699.30	17,851.70	2,851.70-	19.01-
1601	** Court Costs *	47,060.00	47,060.00	7,469.15	51,109.04	4,049.04-	8.60-
1602	** Commonwealth's Attorney Fees *	800.00	800.00	129.38	1,237.00	437.00-	54.62-
1604	** Charges For Fire & Rescue Service*	200,000.00	200,000.00	10,564.60	155,709.90	44,290.10	22.14
1608	** Charges Sanitation & Removal *	.00	214,205.00	400,020.00	1,150,525.00	936,320.00-	437.11-
1612	** REC DEPT - ADULT LEAGUE FEES *	16,000.00	16,476.00	.00	2,100.00	2,100.00-	100.00-
1613	** Charges For Parks & Recreation *	2,500.00	2,500.00	75.00	23,589.50	7,113.50-	43.17-
1616	** Charges For Planning / Com Dev *	2,500.00	2,500.00	75.00	250.00	2,250.00	90.00
1899	** Miscellaneous *	1,704,901.00	3,189,259.25	1,137,314.26	2,345,153.01	844,106.24	26.46
1902	** Recovered Costs *	.00	.00	100,000.00	100,000.00	100,000.00-	100.00-
2101	** Service Charges *	40,000.00	40,000.00	.00	.00	40,000.00	100.00
2201	**NON-CATEGORICAL AID**	1,304,535.00	1,304,657.14	30,795.84	1,209,315.00	95,342.14	7.30
2301	** Commonwealth Attorney *	170,099.00	170,099.00	14,941.50	168,886.51	1,212.49	.71
2302	** Sheriff *	582,811.00	582,811.00	53,131.54	599,929.60	17,118.60-	2.93-
2303	** Commissioner Of Revenue *	82,444.00	82,444.00	7,060.09	84,509.38	2,065.38-	2.50-
2304	** Treasurer *	98,262.00	98,262.00	7,383.60	93,221.47	5,040.53	5.12
2306	** Registrar/Electoral Boards *	42,423.00	42,423.00	.00	35,755.00	6,668.00	15.71
2307	** Clerk Of The Circuit Court *	159,984.00	159,984.00	12,892.23	161,947.74	1,963.74-	1.22-
2308	** DMV License Agent *	19,000.00	19,000.00	1,793.38	23,772.48	4,772.48-	25.11-
2404	**GRANT FUNDS**	52,000.00	115,103.50	3,499.87	146,398.59	31,295.09-	27.18-
3301	**GRANT FUNDS**	23,000.00	23,000.00	.00	75,608.81	52,608.81-	228.73-
--FUND TOTAL--						17,005,091.89	17,800,705.07

FUND # -150 * Asset Forfeiture Revenue *

1501	INTEREST-STATE	30.00	30.00	.00	79.67	49.67-	165.56-
2402	ASSET FORFEITURE REVENUE (STATE)	25,000.00	25,000.00	.00	5,988.78	19,011.22	76.04
4106	** Carryover Balance **	29,970.00	29,970.00	.00	.00	29,970.00	100.00
--FUND TOTAL--						55,000.00	6,068.45
--FUND TOTAL--						795,613.18-	4.67-

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE UNCOLLECTED	%
FUND # -170 * HEALTH INSURANCE FUND BALANCE *							
1902	HEALTH INSURANCE CONTRIBUTIONS	2,680,000.00	2,680,000.00	.00	406,967.89	2,273,032.11	84.81
2000	DENTAL INSURANCE CONTRIBUTIONS	137,000.00	137,000.00	.00	19,576.82	117,423.18	85.71
4105	TRANSFER FROM GEN FUND	.00	.00	.00	1,299,470.53	1,299,470.53	100.00
	--FUND TOTAL--	2,817,000.00	2,817,000.00	.00	1,726,015.24	1,090,984.76	38.72
FUND # -201 ** SOCIAL SERVICES FUND (REVENUE)**							
1899	Miscellaneous Revenue *	.00	9,650.93	159.65	3,652.53	5,998.40	62.15
2401	Welfare *	183,131.00	256,673.00	49,379.44	492,887.60	236,214.60	92.02
3305	Social Services *	856,100.00	1,009,006.00	82,631.47	768,064.81	240,941.19	23.87
4105	Fund Transfers *	345,730.00	345,730.00	.00	278,881.30	66,848.70	19.33
	--FUND TOTAL--	1,384,961.00	1,621,059.93	132,170.56	1,543,486.24	77,573.69	4.78
FUND # -205 ** SCHOOL FUND (REVENUES) **							
1803	Expenditure Refunds *	.00	151,043.88	9,050.71	185,925.80	34,881.92	23.09
1899	Miscellaneous Revenue *	145,199.00	145,699.00	4,875.00	98,313.33	47,385.67	32.52
2402	State Education *	9,465,831.00	10,073,183.97	762,683.73	10,565,690.40	492,506.43	4.88
2403	State Education *	.00	1,000.00	.00	6,095.02	5,095.02	509.50
2404	State Education *	.00	50,000.00	.00	64,506.10	14,506.10	29.01
3302	Education *	1,609,141.00	1,621,263.00	30,296.22	1,738,384.58	117,121.58	7.22
4105	Fund Transfers *	3,905,419.00	3,905,419.00	.00	3,732,349.18	173,069.82	4.43
	--FUND TOTAL--	15,125,590.00	15,947,608.85	806,905.66	16,391,264.41	443,655.56	2.78
FUND # -207 ** GOVERNOR'S SCHOOL REVENUE **							
1501	INTEREST ON BANK DEPOSITS *	.00	.00	.00	7,454.10	7,454.10	100.00
1899	MISC REVENUE **	274,987.00	274,987.00	.00	25,234.89	249,752.11	90.82
1901	LOCAL CONTRIBUTIONS **	420,940.00	420,940.00	209,419.60	808,681.84	387,741.84	92.11
2404	STATE FUNDS **	594,475.00	594,475.00	.00	531,530.00	62,945.00	10.58
	--FUND TOTAL--	1,290,402.00	1,290,402.00	209,419.60	1,372,900.83	82,498.83	6.39
FUND # -302 ** CAPITAL PROJECTS FUND REVENUE **							
1501	Interest On Bank Deposits *	.00	.00	.00	1,550.98	1,550.98	100.00
4105	Fund Transfers *	35,000.00	35,000.00	.00	35,000.00	.00	.00
	--FUND TOTAL--	35,000.00	35,000.00	.00	36,550.98	1,550.98	4.43
FUND # -401 * Debt Service Fund Revenues *							
4105	Transfers **	3,096,797.00	3,102,755.64	.00	3,102,755.64	.00	.00
	--FUND TOTAL--	3,096,797.00	3,102,755.64	.00	3,102,755.64	.00	.00

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE UNCOLLECTED
FUND # -500 **CSA FUND REVENUE**						
1899	**MISCELLANEOUS REVENUE*	.00	.00	.00	8,271.49	8,271.49- 100.00-
2404	*REVENUE FROM STATE*	500,000.00	982,205.00	796.10	595,874.60	386,330.40 39.33
4105	*TRANSFERS*	250,000.00	250,000.00	.00	397,609.34	147,609.34- 59.04-
	--FUND TOTAL--	750,000.00	1,232,205.00	796.10	1,001,755.43	230,449.57 18.70
FUND # -501 **UTILITY FUND REVENUE**						
1501	**INTEREST REVENUE**	5,000.00	5,000.00	.00	.00	5,000.00 100.00
1619	**CHARGES & FEES**	415,000.00	415,000.00	31,958.87	442,616.86	27,616.86- 6.65-
1620	SEWER LATE PAYMENT PENALTY	7,500.00	7,500.00	460.28	6,530.46	969.54 12.92
1630	**ADMIN FEES/CHARGES**	16,000.00	16,000.00	1,375.50	19,133.41	3,133.41- 19.58-
1803	MISCELLANEOUS	.00	.00	529.00	2,700.40	2,700.40- 100.00-
4105	**TRANSFERS**	.00	23,000.00	.00	.00	23,000.00 100.00
	--FUND TOTAL--	443,500.00	466,500.00	34,323.65	470,981.13	4,481.13- .96-
FUND # -515 *SEWER RESERVE FUND REVENUE*						
1501	INTEREST SEWER RESERVE	.00	.00	.00	3,124.36	3,124.36- 100.00-
	--FUND TOTAL--	.00	.00	.00	3,124.36	3,124.36- 100.00-
FUND # -540 *WATER RESERVE FUND REVENUE*						
1501	INTEREST WATER RESERVE	.00	.00	.00	455.84	455.84- 100.00-
	--FUND TOTAL--	.00	.00	.00	455.84	455.84- 100.00-
FUND # -545 **WATERLINE EXT DSR REVENUE**						
1200	DSR PAYMENTS (FR UTILITY FUND)	.00	.00	.00	3,540.00	3,540.00- 100.00-
1501	INTEREST	.00	.00	.00	13.76	13.76- 100.00-
	--FUND TOTAL--	.00	.00	.00	3,553.76	3,553.76- 100.00-
FUND # -550 IDA RD OES DSR FUND REVENUE						
1200	DSR PAYMENTS	.00	.00	.00	10,224.00	10,224.00- 100.00-
1501	**INTEREST REVENUE**	.00	.00	.00	3,416.54	3,416.54- 100.00-
	--FUND TOTAL--	.00	.00	.00	13,640.54	13,640.54- 100.00-
FUND # -580 * IPR REVENUE *						
1501	INTEREST REVENUE	.00	.00	1.24	15.32	15.32- 100.00-
	--FUND TOTAL--	.00	.00	1.24	15.32	15.32- 100.00-

REVENUE SUMMARY
7/01/2019 - 8/07/2019

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	UNCOLLECTED
FUND # -715 ** IDA FUND REVENUE **							
1899	Rent of General Property	50,000.00	50,000.00	7,750.00	53,650.00	3,650.00-	7.30-
4105	Transfer from General Fund	70,590.00	85,368.53	.00	85,368.53	.00	.00
	--FUND TOTAL--	120,590.00	135,368.53	7,750.00	139,018.53	3,650.00-	2.69-
FUND # -733 ** SPECIAL WELFARE FUND REVENUE **							
1899	* Miscellaneous Revenue *	20,000.00	20,000.00	1,487.80	17,489.76	2,510.24	12.55
3305	* FEDERAL FUNDS*	3,500.00	3,500.00	.00	.00	3,500.00	100.00
	--FUND TOTAL--	23,500.00	23,500.00	1,487.80	17,489.76	6,010.24	25.57
	--FINAL TOTAL--	40,226,859.00	43,731,491.84	3,388,586.56	43,629,781.53	101,710.31	.23

FUND #-100 ** General Fund **

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING
11010	* Board of Supervisors *	46,117.00	46,117.00	6,372.08	50,682.77	.00	4,565.77-	9.90-
12100	* County Administrator *	298,724.00	320,955.00	30,034.09	350,988.25	.00	30,033.25-	9.35-
12210	* Legal Services *	1,000.00	93,501.00	.00	93,500.80	.00	.20	.00
12240	* Independent Auditor *	36,000.00	55,700.00	.00	55,691.93	.00	8.07	.01
12310	* Commissioner of Revenue *	259,158.00	259,158.00	24,358.03	276,355.79	.00	17,197.79-	6.63-
12320	* Assessor *	104,000.00	104,000.00	15,289.02	51,092.76	.00	52,907.24	50.87
12410	* Treasurer *	293,670.00	306,031.00	32,758.33	338,788.88	.00	32,757.88-	10.70-
12430	* Accounting *	157,046.00	193,002.00	9,278.98	202,280.48	.00	9,278.48-	4.80-
12510	* Data Processing *	305,491.00	308,408.00	13,411.63	321,818.72	.00	13,410.72-	4.34-
13100	* Electoral Board *	25,096.00	27,938.00	579.71	28,517.06	.00	579.06-	2.07-
13200	* Registrar *	97,937.00	97,937.00	7,567.30	95,724.26	.00	2,212.74	2.25
21100	* Circuit Court *	14,800.00	14,800.00	104.95	11,731.73	.00	3,068.27	20.73
21200	* General District Court *	7,630.00	7,630.00	2,217.26	8,683.89	.00	1,053.89-	13.81-
21300	* Magistrate *	1,125.00	1,125.00	71.99	97.87	.00	1,027.13	91.30
21600	* Clerk of Circuit Court *	224,407.00	254,217.50	18,350.25	272,546.88	.00	18,329.38-	7.21-
21800	* Law Library *	1,200.00	1,200.00	65.28	425.59	.00	774.41	64.53
21910	* Victim and Witness Assistance *	69,370.00	34,538.83	717.69	21,306.30	.00	13,232.53	38.31
22100	* Commonwealth's Attorney *	221,898.00	221,898.00	18,675.22	235,045.00	.00	13,147.00-	5.92-
31200	* Sheriff *	1,661,393.00	1,634,201.00	156,013.78	1,787,309.78	.00	153,108.78-	9.36-
31250	* School Resource Officer *	66,404.00	96,024.00	17,905.18	113,927.09	.00	17,903.09-	18.64-
31400	* E911 *	25,200.00	25,200.00	313.00	21,495.70	.00	3,704.30	14.69
32221	*Cumberland Vol. FIRE DEPT*	44,500.00	67,299.34	.00	67,299.34	.00	.00	.00
32222	*Cartersville Volun.*	39,500.00	62,299.33	.00	62,299.33	.00	.00	.00
32301	*Cumberland Vol. Rescue Squad*	.00	.00	.00	17.11-	.00	17.11	100.00-
32302	*Prince Edward Vol. Rescue Squad*	10,000.00	10,000.00	.00	10,000.00	.00	.00	.00
32303	*Randolph Fire Dept.*	39,500.00	62,299.34	.00	62,299.34	.00	.00	.00
32304	*Cartersville Vol. Rescue Squad*	37,970.00	37,970.00	.00	37,970.00	.00	.00	.00
32306	*Chesterfield Med-Flight Program*	400.00	400.00	300.00	700.00	.00	300.00-	75.00-
32400	* Forestry Service *	8,705.00	8,705.00	.00	.00	.00	8,705.00	100.00
32500	* CUMBERLAND FIRE & EMS *	480,030.00	601,735.00	16,066.81	541,556.41	.00	60,178.59	10.00
33300	* Probation Office *	550.00	550.00	225.16	281.16	.00	268.84	48.88
33400	* Correction & Detention *	285,000.00	322,655.00	58,068.52	380,721.73	.00	58,066.73-	17.99-
34100	* Building Inspections *	142,981.00	142,981.00	12,675.91	150,604.58	.00	7,623.58-	5.33-
35100	* Animal Control *	125,800.00	122,519.00	10,344.13	121,231.62	.00	1,287.38	1.05
35300	* Medical Examiner *	200.00	200.00	.00	80.00	.00	120.00	60.00
42400	* Refuse Disposal *	924,674.00	974,504.00	21,700.72	980,659.32	.00	6,155.32-	.63-
43200	* General Properties *	753,626.00	803,909.00	85,723.73	889,632.67	.00	85,723.67-	10.66-
51200	* Supplement of Local Health Dept *	92,417.00	80,417.00	.00	79,615.10	.00	801.90	.99
51405	*Piedmont Senior Resources*	5,000.00	5,000.00	.00	5,000.00	.00	.00	.00
52500	* Chapter 10 Board - Crossroads *	34,000.00	34,000.00	.00	34,000.00	.00	.00	.00
61230	* CSA Management *	33,381.00	34,481.00	2,800.73	37,278.99	.00	2,797.99-	8.11-
68000	* Community Colleges *	8,000.00	17,612.00	.00	17,611.31	.00	.69	.00
71500	* Recreation *	63,827.00	67,023.00	1,671.83	68,694.00	.00	1,671.00-	2.49-
73100	* Local Library *	115,450.00	115,450.00	.00	115,450.00	.00	.00	.00
81100	* Planning Commission *	9,950.00	9,950.00	928.04	8,006.94	.00	1,943.06	19.52
81110	* Planning/Zoning Dept. *	83,113.00	86,393.00	5,781.23	81,182.42	.00	5,210.58	6.03
81200	* Community & Economic Development *	19,052.00	14,052.00	200.00	11,823.64	.00	2,228.36	15.85

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	V-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING
81400	* Board of Zoning Appeals *	650.00	650.00	.00	.00	.00	650.00	100.00
81514	Transportation	10,590.00	10,590.00	14,495.00	25,085.00	.00	14,495.00	136.87-
81535	* Farmville Area Chamber of Commerce	1,500.00	1,500.00	.00	1,500.00	.00	.00	.00
81541	* Longwood Small Bus. Dev. Ctr. *	3,000.00	3,000.00	.00	3,000.00	.00	.00	.00
81542	* Southside Violence Prevention *	5,000.00	5,000.00	.00	5,000.00	.00	.00	.00
81560	* Friends of CCAC *	.00	762.51	.00	762.51	.00	.00	.00
82401	*Peter Francisco SMD*	10,000.00	10,000.00	.00	10,000.00	.00	.00	.00
83500	* Extension Agents *	53,329.00	53,329.00	.00	51,901.02	.00	1,427.98	2.67
83501	holiday lake 4-h educational center	2,500.00	2,500.00	1,250.00	3,750.00	.00	1,250.00	50.00-
90000	* NONDEPARTMENTAL *	19,122.00	19,122.00	1,279.04	11,962.79	.00	7,159.21	37.43
93100	**TRANSFERS**	7,703,536.00	9,112,653.04	.00	8,931,434.52	.00	181,218.52	1.98
	--FUND TOTAL--	15,084,519.00	17,005,091.89	587,694.62	17,146,388.16	.00	141,296.27-	.83-

FUND #150 * ASSET FORFEITURE FUND *

22100	COMMONWEALTH'S ATTORNEY	5,000.00	5,000.00	.00	2,152.11	.00	2,847.89	56.95
31200	SHERIFF	50,000.00	50,000.00	3,000.00	4,419.00	.00	45,581.00	91.16
	--FUND TOTAL--	55,000.00	55,000.00	3,000.00	6,571.11	.00	48,428.89	88.05

FUND #170

62100	HEALTH INSURANCE	2,689,500.00	2,689,500.00	18,000.00	1,113,166.53	.00	1,576,333.47	58.61
63100	DENTAL INSURANCE	115,000.00	115,000.00	.00	51,378.99	.00	63,621.01	55.32
64100	PATIENT CENTERED OUTCOME FEE (PCOR)	12,500.00	12,500.00	.00	546.92	.00	11,953.08	95.62
	--FUND TOTAL--	2,817,000.00	2,817,000.00	18,000.00	1,665,092.44	.00	1,651,907.56	58.64

FUND #201 ** SOCIAL SERVICES FUND EXPEND **

53100	* Administration *	1,384,961.00	1,621,059.93	117,315.74	1,635,637.72	.00	14,577.79-	.89-
	--FUND TOTAL--	1,384,961.00	1,621,059.93	117,315.74	1,635,637.72	.00	14,577.79-	.89-

FUND #205 ** SCHOOL FUND EXPENDITURES **

61100		15,125,590.00	15,947,608.85	.00	15,943,104.68	.00	4,504.17	.02
	--FUND TOTAL--	15,125,590.00	15,947,608.85	.00	15,943,104.68	.00	4,504.17	.02

FUND #207 ** GOVERNOR'S SCHOOL EXPENSES **

61100	GOVERNOR'S SCHOOL EXPENDITURES	1,290,402.00	1,290,402.00	32,386.23	914,088.09	.00	376,313.91	29.16
	--FUND TOTAL--	1,290,402.00	1,290,402.00	32,386.23	914,088.09	.00	376,313.91	29.16

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING
FUND #-302 *Capital Projects*								
94325	* MAINTENANCE - GENERAL PROPERTIES*	.00	35,000.00	.00	34,357.59	.00	642.41	1.83
95200	SHERIFFS OFFICE EQUIPMENT LEASING	35,000.00	.00	.00	.00	.00	.00	.00
	--FUND TOTAL--	35,000.00	35,000.00	.00	34,357.59	.00	642.41	1.83
FUND #-401 *Debt Service*								
67200	* Elementary School - Lit Loan *	211,667.00	211,667.00	.00	211,666.67	.00	.33	.00
67400	* COPS97 Loan *	.00	770.00	.00	770.00	.00	.00	.00
67500	* High/Middle School - VPSA Loan *	.00	.00	743,238.85	1,635,739.21	.00	1,635,739.21	100.00
67600	* HS/MS-VPSA LOAN #2 *	1,200,590.00	1,201,340.00	933,098.75	2,134,438.75	.00	933,098.75	77.67
67700	PUBLIC FACILITY NOTE 2009	389,067.00	389,067.00	13,294.04	401,453.68	.00	12,386.68	3.18
67800	* AMERESCO *	154,394.00	154,394.00	.00	154,394.00	.00	.00	.00
95600	* SunTrust Loan-HS/MS *	892,500.00	892,500.00	.00	.00	.00	892,500.00	100.00
95700	* Suntrust Loan - Courthouse *	248,579.00	253,017.64	243,363.84	497,288.81	.00	244,271.17	96.54
	--FUND TOTAL--	3,096,797.00	3,102,755.64	1,932,995.48	5,035,751.12	.00	1,932,995.48	62.29
FUND #-500 **CSA FUND EXPENDITURES**								
53900		750,000.00	1,232,205.00	.00	1,232,204.60	.00	.40	.00
	--FUND TOTAL--	750,000.00	1,232,205.00	.00	1,232,204.60	.00	.40	.00
FUND #-501 *Water/Sewer*								
94900	* SEWER FUND - Enterprise Fund *	272,172.00	272,172.00	13,647.41	266,322.49	.00	5,849.51	2.14
95900	* WATER FUND - ENTERPRISE FUND *	171,328.00	194,328.00	33,543.65	169,160.47	.00	25,167.53	12.95
	--FUND TOTAL--	443,500.00	466,500.00	47,191.06	435,482.96	.00	31,017.04	6.64
FUND #-715 ** EDA FUND EXPENDITURES **								
81610	COMMUNITY CENTER PURCHASE	120,590.00	130,368.53	9,210.01	111,575.74	.00	18,792.79	14.41
81620	MADISON INDUSTRIAL PARK	.00	.00	.00	750.00	.00	750.00	100.00
81640	*SHELL BUILDING*	.00	5,000.00	347.99	347.99	.00	4,652.01	93.04
	--FUND TOTAL--	120,590.00	135,368.53	9,558.00	112,673.73	.00	22,694.80	16.76
FUND #-733 ** SPECIAL WELFARE FUND EXPENSES **								
53010		23,500.00	23,500.00	373.00	14,739.68	.00	8,760.32	37.27
	--FUND TOTAL--	23,500.00	23,500.00	373.00	14,739.68	.00	8,760.32	37.27
	--FINAL TOTAL--	40,226,859.00	43,731,491.84	2,748,514.13	43,676,091.88	.00	55,399.96	.12



CUMBERLAND COUNTY PUBLIC SCHOOLS

P. O. BOX 170
CUMBERLAND, VIRGINIA 23040
(804) 492-4212
FAX (804)492-9869

AMY GRIFFIN, Ed.D.
Division Superintendent

GINGER SANDERSON
School Board Chairman

EURIKA TYREE
School Board Vice-Chairman

GEORGE LEE DOWDY III
School Board Member

GEORGE REDD, JR.
School Board Member

CHRISTINE ROSS, PH.D.
School Board Member

July 9, 2019

Cumberland County Board of Supervisors
P. O. Box 110
17 Courthouse Circle
Cumberland, Virginia 23040

Dear Chairman David Meinhard:

Mid-June 2019, we became aware that Cumberland County Public Schools would be receiving \$176,188.80 in state and federal funds above what we had budgeted as well as been appropriated by the Cumberland Board of Supervisors for the 2018-2019 school year. This left us little time to ask for an appropriation of these funds or to spend this dollar amount by June 30, 2019.

I respectfully request that the \$176,188.80 be set aside in a line item at the county specifically for the CCES floor replacement that is targeted for completion during the summer of 2020. These are one time funds and we feel it is a good faith effort on our part to assist in the funding of this much needed project.

I look forward to hearing that the Cumberland Board of Supervisors has approved and appropriated this \$176,188.80 specifically to assist funding the CCES floor replacement. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy W. Griffin".

Amy W. Griffin, Ed. D.
Division Superintendent

Cc: Vivian Giles, Cumberland County Administrator and Attorney



CUMBERLAND COUNTY PUBLIC SCHOOLS

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FAX (804)492-9869

AMY GRIFFIN, Ed.D.
Division Superintendent

GINGER SANDERSON
School Board Chairman

EURIKA TYREE.
School Board Vice-Chairman

GEORGE LEE DOWDY III
School Board Member

CHRISTINE ROSS, PH.D.
School Board Member

GEORGE REID
School Board Member

August 1, 2019

TO: Board of Supervisors of Cumberland County

FROM: Amy W. Griffin, Ed.D.

SUBJECT: Appropriation for Additional Funding for the 2019-2020 School Year

On behalf of the Cumberland County School Board, we are requesting an appropriation in the amount of \$3,699.45 for an additional grant listed below:

- Early Childhood Quality Grant 3,699.45

A copy of the grant is attached.

If you have any questions or concerns, please feel free to give me a call.

SCHOOL BOARD
CUMBERLAND COUNTY PUBLIC SCHOOLS

SUBJECT:

Supplemental Appropriations

DATE:

August 1, 2019

Background:

The administration is requesting that the School Board petition the Cumberland County Board of Supervisors for the following supplemental appropriation:

- Early Childhood Quality Grant 3,699.45

Recommendation:

It is recommended that the Superintendent petition the Cumberland County Board of Supervisors for the following appropriations:

- Early Childhood Quality Grant 3,699.45

Action:

Approval

Bd08-01-19SA



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF EDUCATION
PO BOX 2120
RICHMOND, VIRGINIA 23218-2120

Effective 07/01/2016-06/30/2019

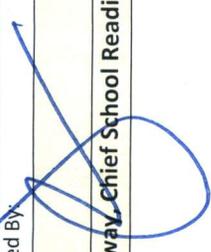
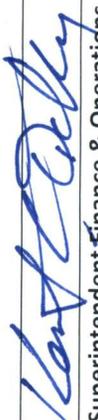
Last revised 10/01/2016

GRANT AWARD NOTIFICATION

Recipient Information		DOE Information	
1. Contact Information:	Dr. Amy Griffin, Superintendent Cumberland County Public Schools PO Box 170 Cumberland, VA 23040	10. Grant Authority:	PL111-5 Consolidated Appropriations Act, 2014 CFDA: 84.419B
2. Universal Identifier (DUNS):	* 159573831	11. FAIN:	S419B150010
3. Payee Number:	00025	12. Federal/State Award Date:	12/21/15
4. Grant Award Title:	Early Childhood Quality Grant – PEG	13. Total Federal/State Award:	\$71,375,218.00
5. DOE Contact:	Mark R. Allan, Ph.D. Early Childhood Education Project Manager 804-225-3665 Mark.Allan@doe.virginia.gov	14. Fund Source:	Federal
6. Grant Award Number:	S419B150010-17C/18/18D	15. Project Code:	APE402590000
7. Grant Award Type:	New	16. Revenue Source Code:	84.419B
8. Grant Award Amount:	Original/Previous Award	17. Program Service Area:	17901
	Current Award	18. Recipient Type:	Subrecipient
	Total Award	19. Fiscal Year:	2019
9. Period of Grant Award:	May 1, 2019 to September 30, 2019	20. Indirect Cost Rate:	* Restricted
21. Special Terms and Conditions: All federal grant awards are subject to 2 CFR Part 200 and Appendix II for contracts made with federal funds from this grant award. All awards are further subject to "Additional Required Special Terms and Conditions for Grant Awards" on Attachment A. For Federal grant awards \$25,000 or greater, Attachment B – FFATA Reporting must be completed, signed, and returned to 5. DOE Contact within five days of receipt of this Grant Award Notification. This award is not for research and development. Indirect cost rates negotiated by DOE on LEA's behalf can be viewed at http://www.doe.virginia.gov/school_finance/budget/index.shtml			

22. Program Specific Instructions:	<ul style="list-style-type: none"> This grant project is funded at the level noted contingent upon the availability of funds. The purpose of this grant project is to build the school division's capacity for conducting Virginia Preschool Initiative (VPI) classroom observations using the CLASS® tool for measuring teacher-child interactions during the 2019-2020 school year. Grant activities are to support increasing the quality of teacher and child interactions in VPI classrooms where students are from families at, or below, 200% of the federal poverty level. School divisions must submit fall 2019 and spring 2020 CLASS® observation scores to the Virginia Department of Education (VDOE) when requested and in the format requested. The grant performance period ends September 30, 2019 and all reimbursement requests must be received in OMEGA by November 8, 2019. Local match requirements for this award: NONE
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- This award may be reduced if the grantee is not meeting grant requirements and not fully executing the approved performance and budget plan.
- During the grant period, spend-down of grant funds will be closely monitored. In addition, during the grant performance period, subrecipient requirements cited in 2 CFR 200.331 will be monitored to include a scheduled on-site or remote review. Spending that is lower than projected in the division's approved budget may be subject to reprogramming. Divisions should submit OMEGA reimbursements at least monthly.
- The grant award number must be referenced on all correspondence sent to the Virginia Department of Education (VDOE).
- Projects shall adhere to the application's certified Statement of Assurances, along with reporting requirements for VDOE and the U.S. Department of Education.
- A school division acting as the Fiscal Agent for others school divisions shall be responsible for overall budget, reimbursement claims, and reporting requirements of this grant. In addition, the Fiscal Agent shall make sub-grants to each of the partnering school divisions and act in a mini sub-monitoring role, ensuring budgets, reimbursement claims, and reporting from their sub-grantees is managed appropriately at the Fiscal Agent level.
- Grant Sub-Recipients shall work with school divisions to ensure that notice is provided to parents to comply with the Family Educational Rights and Privacy Act (FERPA) and the Government Data Collection and Dissemination Practices Act.

23. Authorized By:	24. Authorized By:	25. Date:
 Jenna Conway, Chief School Readiness	 Kent Dickey, Deputy Superintendent Finance & Operations	6/5/19



County of
Cumberland
Virginia

DATE: AUGUST 5, 2019

TO: CUMBERLAND COUNTY BOARD OF SUPERVISORS

FROM: JENNIFER CREWS, FINANCE DIRECTOR

RE: FY 2019 YEAR END BUDGET SUPPLEMENTS

Attached are the proposed budget supplements for the FY 2019 budget.

County of Cumberland, VA
 Budget Supplements
 Year Ended June 30, 2019

ENTRY #	DESCRIPTION	FUND	ACCOUNT#	(+) DEBITS	(-) CREDITS
BS	County Administrator	General	4-100-012100-3310	13,500.00	
BS	Correction & Detention	General	4-100-033400-3800	7,275.00	
BS	Correction & Detention	General	4-100-033400-3810	30,380.00	
BS	Refuse Disposal	General	4-100-042400-3160	49,830.00	
BS	Legal Services	General	4-100-012210-3150	92,500.00	
BS	EMS	General	4-100-032500-3100	99,984.00	
BS	EMS	General	4-100-032500-6001	21,721.00	
BS	Cartersville VFD	General	4-100-032221-5653	22,799.34	
BS	Cumberland VFD	General	4-100-032222-5653	22,799.33	
BS	Randolph VFD	General	4-100-032303-5653	22,799.34	
BS	Friends of CCAC	General	4-100-081560-5650	412.51	
BS	TRSFR To CSA	General	4-100-093100-9222	147,609.34	
BS	TRSFR To Health Ins Fund	General	4-100-093100-9228	1,299,470.53	
BS	School	General	4-205-061100-9301	12,968.60	
BS	Debt Service	General	4-401-095700-9120	4,438.64	
BS	Debt Service	General	4-401-067400-9120	770.00	
BS	Debt Service	General	4-401-067600-9190	750.00	
BS	CSA	General	4-500-053900-3841	482,205.00	
BS	EDA	General	4-715-081610-9110	9,778.53	
BS	RE Taxes	General	3-100-001101-0067		100,985.00
BS	Host Fees	General	3-100-001608-0007		214,205.00
BS	Comm of VA-Fire Progam Grant	General	3-100-002404-0012		34,793.00
BS	Rollover Balance	General	3-100-001899-0100		33,605.01
BS	Comm of VA-DMV	General	3-100-002201-0014		122.14
BS	Rollover Balance	General	3-100-001899-0100		290.37
BS	Reserve	General	3-100-001899-0110		147,609.34
BS	Reserve	General	3-100-001899-0110		1,299,470.53
BS	Refunds-School	General	3-205-001803-0002		12,968.60
BS	TRSFR From Gen Fund	General	3-401-004105-0100		5,958.64
BS	State Revenue	General	3-500-002404-0013		482,205.00
BS	TRSFR From Gen Fund	General	3-715-004105.0001		9,778.53
	Total Amount			2,341,991.16	2,341,991.16



County of
Cumberland
Virginia

DATE: AUGUST 5, 2019

TO: CUMBERLAND COUNTY BOARD OF SUPERVISORS

FROM: JENNIFER CREWS, FINANCE DIRECTOR

RE: FY 2019 YEAR END BUDGET TRANSFERS

Attached are the proposed budget transfers for the FY 2019 budget.

County of Cumberland, VA
 Budget Transfers
 Year Ended June 30, 2019

ENTRY#	DESCRIPTION	FUND	ACCOUNT#	(+) DEBITS	(-) CREDITS
BT	County Administrator	General	4-100-012100-2300	8,731.00	
BT	Auditing Services	General	4-100-012240-3120	19,700.00	
BT	Treasurer	General	4-100-012410-5510	303.00	
BT	Accounting	General	4-100-012430-6014	35,956.00	
BT	Data Processing	General	4-100-012510-8007	2,917.00	
BT	Electoral Board	General	4-100-013100-8007	2,842.00	
BT	Clerk of Circuit Court	General	4-100-021600-3320	1,500.00	
BT	School Resource Officer	General	4-100-031250-1100	29,620.00	
BT	Gen Properties	General	4-100-043200-6007	9,793.00	
BT	CSA	General	4-100-061230-1300	1,100.00	
BT	CVCC	General	4-100-068000-5650	9,612.00	
BT	Recreation	General	4-100-071500-5131	1,342.00	
BT	Recreation	General	4-100-071500-8098	1,378.00	
BT	Planning	General	4-100-093100-9225	3,300.00	
BT	TRSFR To IDA	General	4-100-093100-9225	9,778.53	
BT	TRSFR To DSR Fund	General	4-100-093100-9227	5,958.64	
BT	VWA	General	4-100-021910-1100		27,000.00
BT	VWA	General	4-100-021910-2300		7,831.17
BT	Sheriff	General	4-100-031200-1300		30,000.00
BT	Health Dept	General	4-100-051200-5610		12,000.00
BT	Comm Development	General	4-100-081200-5540		5,000.00
BT	VPA	General	4-100-093100-9203		62,000.00
BT	Legal Services	General	4-100-012210-3150	- 1.00	
BT	Planning	General	4-100-081110-3600	- 3,280.00	
BT	Animal Control	General	4-100-035100-6002		-1,600.00
BT	Animal Control	General	4-100-035100-6009		- 1,681.00
BT	Capital Projects	General	4-302-094325-8005	- 35,000.00	
BT	Capital Projects	General	4-302-095200-5410		-35,000.00
BT	Total Amount			182,112.17	182,112.17

**Planning Projects Update
July 2019**

Zoning:		
<i>Pending Zoning Questions and Requests</i>		
<i>CUP's and Rezoning Requests</i>		
REZ 19-03 Sunnyside Meadows	202 Timbercreek Farm Dr	The REZ request is from R-2 to A-2.
REZ 19-04 Cumberland Pharmacy	1756 and 1758 Anderson Hwy	The REZ request is from R-2 and A-2 to B-1.
<i>Zoning Compliance Issues-</i> Three cases filed for injunction in the Circuit Court.		
Subdivisions:		
<i>Approved Division</i>		
Subdivision Plat of 210 acres	Cumberland Road	2 parcel subdivision
Price Rite Mini Storage	Raines Tavern Road	2 parcel subdivision
Subdivision Survey of Tax Parcel 96-A-11	Pleasant Valley Road	2 parcel subdivision
Plat of Family Division Survey	Salem Church Road	2 parcel subdivision
Division Plat	Plank Road	2 parcel subdivision
Other Regulatory Functions:		
<i>Erosion and Sediment Control Applications</i>		
Henrico County-MEB/Haymes	Cobbs Creek	Clearing and grading for the main project has begun.
Raman Enterprises, Inc	Bear Creek Market	Construction has begun.
Dollar General	Cumberland Road	Clearing and grading for the main project has begun.
Henderson	Giles Rd	Agreement in Lieu of a Plan for a dwelling.
Macumber Cabin	6 Ponce Trail	Agreement in Lieu of a Plan for a dwelling.
Astakie Home	Buck Hollow Lane	Agreement in Lieu of a Plan for a dwelling.
Eicher	Ca Ira Road	Agreement in Lieu of a Plan for a dwelling.
Thompson	1034 Ampthill Road	Agreement in Lieu of a Plan for a dwelling.
Sanderson	Angola Lane	Agreement in Lieu of a Plan for a dwelling.
Astatkie Home	Buck Hollow Lane	Agreement in Lieu of a Plan for a dwelling.
Hershberger	Mt. Elba Lane	Agreement in Lieu of a Plan for a dwelling.
<i>Code Amendment Questions</i>		
Watershed Protection Ordinance	Cobbs Creek Reservoir Watershed	The Planning Commission is currently considering this code amendment.
Definitions	Countywide	An update should happen as part of mixed use district. The first draft was completed as part of the initial review of the Ordinance for the mixed use district. Deferred by

		the Planning Commission until completion of CCR Plan Amendment.
Business uses	Countywide	All business uses should be inclusive as the Ordinance moves from a less intensive to a more intensive business zone. For instance, all uses in the B-3 should be included in B-2, and so on. Deferred by the Planning Commission until completion of CCR Plan Amendment.
Overlay district standards	Anderson Highway between 45 and 45	Standards to require improved appearance in mixed use district around the Courthouse. Deferred by the Planning Commission until completion of CCR Plan Amendment.
Mixed Use Zoning District	Cumberland Road and Anderson Highway	Combine uses in B-3 and R-2 for a mixed use district. Deferred by the Planning Commission until completion of CCR Plan Amendment.

Treasurer's Office
Outstanding Collections Report

July 31, 2019

Real Estate

	<u>As of 06/30/19</u>	<u>As of 07/31/19</u>	<u>Change</u>	<u>% Collected</u>	<u>Abatements/ Exonerations</u>
2001-2007	\$ 9,738.36	\$ 9,242.31	\$ 496.05	5.09%	
2008	4,495.54	4,080.52	\$ 415.02	9.23%	
2009	6,078.07	5,663.05	415.02	6.83%	
2010	11,354.24	10,788.90	565.34	4.98%	
2011	18,164.42	17,255.91	908.51	5.00%	
2012	30,594.75	29,813.07	781.68	2.55%	
2013	59,183.92	53,334.14	5,849.78	9.88%	
2014	79,777.92	69,727.42	10,050.50	12.60%	
2015	95,397.89	84,325.74	11,072.15	11.61%	
2016	128,295.68	117,661.18	10,634.50	8.29%	
2017	185,906.80	175,718.21	10,188.59	5.48%	
2018	276,912.28	260,689.92	16,222.36	5.86%	30.98
2019	295,439.59	258,777.09	36,662.50	12.41%	688.46
Total	\$ 1,201,339.46	\$ 1,097,077.46	\$ 104,262.00		

Personal Property

	<u>As of 06/30/19</u>	<u>As of 07/31/19</u>	<u>Change</u>	<u>% Collected</u>	<u>Abatements/ Exonerations</u>
2014	27,131.96	26,855.20	276.76	1.02%	
2015	31,361.17	31,114.81	246.36	0.78%	
2016	44,513.09	43,420.57	1,092.52	2.45%	30.55
2017	68,614.38	66,506.03	2,108.35	3.07%	141.77
2018	189,805.34	169,225.21	20,580.13	10.84%	1,202.66
Total	\$ 361,425.94	\$ 337,121.82	\$ 24,304.12		

Collection Rates - As of July 31, 2019

Real Estate:

	Current Collection %	Prior Year %	Change
Tax Year - 2018	95.60%	95.28%	+0.32%
Tax Year - 2019 (First Half)	91.34%	91.69%	-0.35%

Personal Property:

	Current Collection %	Prior Year %	Change
Tax Year - 2017	97.91%	97.69%	+ 0.22%
Tax Year - 2018	94.87%	94.12%	+0.75%

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
100-0000	* TREASURER'S ACCOUNTABILITY *				
100-0105	**ASSETS**				
100-0115	CASH IN OFFICE	1,000.00			1,000.00
100-0120	C&F BANK - CHECKING	625,000.00	3,835,285.58		625,000.00
100-0121	C&F BANK - INVESTMENT ACCT	492,982.00	797,261.02		1,290,243.02
100-0122	C&F BANK - SAVINGS ACCT	52,420.12	31,056.16		83,476.28
100-0124	ESSEX BANK-IPR ACCOUNT	14,087.51	1.15		14,088.66
100-0125	ESSEX BANK - CD				
100-0131	C&F BANK-FAF (JUSTICE)	9,657.13	2.41		9,659.54
100-0135	FIRST BANK	703,641.17	1,466.40		705,107.57
100-0137	VIRGINIA INVESTMENT POOL	1,225,809.53	2,479.24		1,228,288.77
100-0141	LOCAL GOV INVESTMENT POOL	1,439,703.41	2,899.97		1,442,603.38
100-0142	FIRST BANK/SEWER RESERVE	129,559.32	270.00		129,829.32
100-0143	FIRST BANK/WATER RESERVE	18,902.80	39.39		18,942.19
100-0144	C&F BANK/ASSET FORFEITURE (SAF)	73,684.65	18.25	3,571.11	70,131.79
100-0145	VA INVESTMENT POOL-IDA-OES DSR	94,132.88	3,416.54		97,549.42
100-0146	C&F BANK-GOVERNOR'S SCHOOL FUND	657,977.01	168,171.70	73,583.63	752,565.08
100-0155	ESSEX BANK-WATERLINE EXT DSR ACCT	17,733.91	4.42		17,738.33
100-0160	RETURNED CHECKS	50.00			50.00
	E&S CONTROL BOND ESCROW-ESSEX BANK	5,556,341.44	4,842,372.23	3,912,440.32	6,486,273.35
	ASSETS	5,556,341.44	4,842,372.23	3,912,440.32	6,486,273.35
	TOTAL ASSETS				
300-0000	**REVENUE FUND BALANCES**				
300-0100	GENERAL FUND BALANCE	6,120,830.50	3,886,729.75	2,238,824.98	4,472,925.73
300-0120	ECONOMIC DEVELOPMENT FUND	38,871.00			38,871.00
300-0150	ASSET FORFEITURE FUND BALANCE	79,770.67		20.66	79,791.33
300-0170	HEALTH INSURANCE FUND	1,299,470.53	158,204.59		1,141,265.94
300-0201	SOCIAL SERVICES FUND BALANCE		158,204.59		158,204.59
300-0204	SCHOOL CONTINGENCY FUND		692,486.04		692,486.04
300-0205	SCHOOL FUND BALANCE	2,750,752.88	2,750,752.88		
300-0207	GOVERNOR'S SCHOOL FUND (GSSV)	657,977.01	73,583.63	168,171.70	752,565.08
300-0302	CAPITAL PROJECTS FUND BALANCE	102,709.40		168.60	102,878.00
300-0401	DEBT SERVICE FUND		13,294.04		13,294.04
300-0500	COMPREHENSIVE SERVICES ACT	434,270.37	434,270.37		
300-0501	UTILITY FUND (WATER/SEWER)	38,004.72	42,859.70	93,213.77	129,829.32
300-0515	SEWER RESERVE FUND (DSR)	129,559.32		270.00	129,829.32
300-0540	WATER RESERVE FUND	18,902.80		39.39	18,942.19
300-0545	WATERLINE EXT DSR FUND	17,733.91	4.42		17,738.33
300-0550	IDA OES RD DSR FUND	94,132.88		3,416.54	97,549.42
300-0580	IPR FUND BALANCE	14,087.51		1.15	14,088.66
300-0715	IDA FUND BALANCE	464.76	19,218.29		15,504.57
300-0733	SPECIAL WELFARE FUND BALANCE	14,470.67	110.00	1,143.90	6,445,519.02
	REVENUE FUND BALANCES	5,517,764.81	6,944,752.88	7,872,507.09	6,445,519.02
	TOTAL PRIOR YR FUND BALANCE	5,517,764.81	6,944,752.88	7,872,507.09	6,445,519.02
	TOTAL REVENUE				
	TOTAL EXPENDITURE				
	TOTAL CURRENT FUND BALANCE	5,517,764.81	6,944,752.88	7,872,507.09	6,445,519.02
	TOTAL LIABILITIES AND FUND BALANCE				

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
400-0000	**OTHER FUND BALANCES**				
400-0105	OVERPAYMENTS	81.13-	704.97	1,213.18-	589.34-
400-0110	PREPAID TAXES	38,358.25-		1,669.49-	40,027.74-
400-0140	COMMONWEALTH DEBIT ACCOUNT				
400-0150	COMMONWEALTH CREDIT ACCOUNT	90.00-	12,189.97	12,189.97-	90.00-
400-0160	EROSION & SED CONTROL BOND ESCROW				
400-0210	COMMONWEALTH FUNDS PAID IN ERROR	47.25-	5,258.95	5,258.95-	47.25-
400-0216	ATTORNEY FEES	38,576.63-	18,153.89	20,331.59-	40,754.33-
	OTHER FUND BALANCES	38,576.63-	18,153.89	20,331.59-	40,754.33-
500-0000	**UNCOLLECTED TAXES**				
500-0010	PUBLIC SERVICE CORP. TAXES PP/RE	732,062.83		260,457.67-	471,605.16
500-0074	UNCOLLECTED 2019 REAL ESTATE TAX	4,505,858.66	35.88	1,414,147.93-	3,091,746.61
500-0075	UNCOLLECTED 2018 REAL ESTATE TAX	291,323.15		14,410.87-	276,912.28
500-0076	UNCOLLECTED 2017 REAL ESTATE TAX	194,512.09		8,605.29-	185,906.80
500-0077	UNCOLLECTED 2016 REAL ESTATE TAX	137,595.06		9,299.38-	128,295.68
500-0078	UNCOLLECTED 2015 REAL ESTATE TAX	102,272.36		6,898.45-	95,373.91
500-0079	UNCOLLECTED 2014 REAL ESTATE TAX	85,435.68		5,657.76-	79,777.92
500-0080	UNCOLLECTED 2013 REAL ESTATE TAXES	63,552.62		4,368.70-	59,183.92
500-0081	UNCOLLECTED 2012 REAL ESTATE TAXES	33,599.87		3,005.12-	30,594.75
500-0082	UNCOLLECTED 2011 REAL ESTATE TAXES	21,081.54		2,917.12-	18,164.42
500-0083	UNCOLLECTED 2010 REAL ESTATE TAXES	12,349.63		995.39-	11,354.24
500-0084	UNCOLLECTED 2009 REAL ESTATE TAXES	6,101.69		23.62-	6,078.07
500-0085	UNCOLLECTED 2008 REAL ESTATE TAXES	4,519.14		23.60-	4,495.54
500-0150	UNCOLLECTED 2007/2001 REAL ESTATE	9,750.16		11.80-	9,738.36
500-0157	2013 VEHICLE LICENSE TAX				
500-0158	2014 VEHICLE LICENSE TAX	5,705.10		69.00-	5,636.10
500-0159	2015 VEHICLE LICENSE TAX	7,250.07		138.00-	7,112.07
500-0160	2016 VEHICLE LICENSE TAX	11,084.35		387.05-	10,697.30
500-0161	2017 VEHICLE LICENSE TAX	14,405.35		522.00-	13,883.35
500-0162	2018 VEHICLE LICENSE TAX	40,707.91		5,087.99-	35,619.92
500-0176	UNCOLL. 2013 PERSONAL PROPERTY TAX				
500-0177	UNCOLL. 2014 PERSONAL PROPERTY TAX	27,298.48		166.52-	27,131.96
500-0178	UNCOLL. 2015 PERSONAL PROPERTY TAX	32,216.24		855.07-	31,361.17
500-0179	UNCOLL. 2016 PERSONAL PROPERTY TAX	46,812.23		2,299.14-	44,513.09
500-0180	UNCOLL. 2017 PERSONAL PROPERTY TAX	71,790.30		3,175.92-	68,614.38
500-0181	UNCOLL. 2018 PERSONAL PROPERTY TAX	223,322.54	27.00	33,544.20-	189,805.34
500-0200	RESERVE UNCOLLECTED COUNTY TAXES	6,680,607.05-	1,777,043.61	38.90-	4,903,602.34-
500-0400	UNCOLL MISC FEES	3,042.32			3,042.32
500-0401	RESERVE-MISC FEES	3,042.32-			3,042.32-
500-0800	UNCOLLECTED WATER CHARGES	12,223.56			
500-0810	RESERVE UNCOLLECTED WATER CHARGES	12,223.56-	14,122.93	17,699.01-	8,647.48-
500-0900	UNCOLLECTED SEWER CHARGES	20,346.06			
500-0910	RESERVE UNCOLLECTED SEWER CHARGES	20,346.06-	25,493.32	29,003.06-	16,836.32
500-1013	UNCOLLECTED 2013 ROLLBACK TAX				
500-1014	UNCOLLECTED 2014 ROLLBACK TAX	211.67		211.67-	16,836.32-

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
500-1015	UNCOLLECTED 2015 ROLLBACK TAX	197.16		197.16	
500-1016	UNCOLLECTED 2016 ROLLBACK TAX	192.53		192.53	
500-1017	UNCOLLECTED 2017 ROLLBACK TAX	177.22		177.22	
500-1018	UNCOLLECTED 2018 ROLLBACK TAX	209.51		209.51	47.58
500-1019	UNCOLLECTED 2019 ROLLBACK TAX	153.00		153.00	
500-1099	RESERVE-UNCOLLECTED ROLLBACK TAXES	1,141.09	1,093.51		47.58
	UNCOLLECTED TAXES		1,864,518.32	1,864,518.32	
510-2013	COMMONWEALTH REIMB-PPTRA				
510-2014	COMMONWEALTH REIMB-2013	871,665.19	70.73		871,735.92
510-2015	COMMONWEALTH REIMB-2014	871,480.00	255.92		871,735.92
510-2016	COMMONWEALTH REIMB-2015	867,477.10	4,258.82		871,735.92
510-2017	COMMONWEALTH REIMB-2016	871,073.83			871,073.83
510-2018	COMMONWEALTH REIMB-2017	876,668.93		4,585.47	872,083.46
510-2018	COMMONWEALTH REIMB-2018	871,651.30	39.25		871,612.05
510-9999	ESTIMATED COMMONWEALTH RESERVE	5,230,016.35	39.25		5,229,977.10
	COMMONWEALTH REIMB-PPTRA		4,624.72	4,624.72	
			1,869,143.04	1,869,143.04	
600-0000	**STATE ACCOUNTS**				
600-0173	UNCOLL. STATE INCOME TAX-2018				
600-0174	UNCOLL. STATE INCOME TAX-2017				
600-0185	ESTIMATED STATE INCOME TAX-2019	2,053.00	13,414.00	11,361.00	
600-0186	ESTIMATED STATE INCOME TAX-2018	2,053.00	11,361.00	13,414.00	
600-0190	RESERVE UNCOLLECTED STATE TAXES		24,775.00	24,775.00	
	STATE ACCOUNTS		24,775.00	24,775.00	
700-0000	**DEBT FUNDS**				
700-0221	LITERARY LOAN - ELEMENTARY SCHOOL	1,333,333.26			1,333,333.26
700-0223	VPSA-HS/MS LOAN #2	14,295,000.00			14,295,000.00
700-0226	SEWER LOAN - FARMERS HOME ADM	1,230,067.79		49,969.53	1,180,098.26
700-0227	WATERLINE EXT LOAN-USDA	869,005.66		18,173.30	850,832.36
700-0231	COURTHOUSE LOAN-SUNTRUST	952,000.00			952,000.00
700-0236	PUBLIC FACILITIES NOTE-2009	3,295,000.00			3,295,000.00
700-0237	VPSA-HS/MS LOAN #1	5,953,268.00			5,953,268.00
700-0239	IDA RD LOAN-OES PROPERTY	1,808,781.68		28,152.80	1,780,628.88
700-0240	AMERESCO LOAN	640,617.00			640,617.00
700-0250	RESERVE DEBT FUND	30,377,073.39	96,295.63	96,295.63	30,280,777.76
	DEBT FUNDS		96,295.63	96,295.63	

Transactions for DMV Select

July 2019

	# Transactions	Total \$	# Helped	# Transactions	Total \$	# Helped
1	55	\$4,264.64	19	17	\$1,372.02	7
2	54	\$2,459.09	11	18	\$640.00	5
3	36	\$1,676.31	9	19	\$2,200.43	7
4				20		
5				21		
6				22	\$1,388.38	7
7				23	\$2,388.98	8
8	60	\$3,398.15	10	24	\$1,311.00	9
9	34	\$2,324.85	6	25	\$3,324.40	8
10	27	\$560.00	12	26	\$1,107.29	12
11	20	\$763.96	6	27		
12	48	\$2,618.88	15	28		
13				29	\$2,501.59	17
14				30	\$3,117.89	8
15	46	\$1,517.90	6	31	\$8,329.14	9
16	26	\$799.95	5	871	\$48,064.85	196

CUMBERLAND COUNTY

**BUILDING INSPECTIONS
DEPARTMENT**



**JULY
2019**

**MONTHLY
REPORT**

COUNTY of CUMBERLAND VIRGINIA

FOUNDED • 1749

Building Official's Office

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	Current Month 2018	YTD 2018	Current Month 2019	YTD 2019
July				
Singlewides	2	8	0	2
Doublewides	1	9	0	5
Modular	0	2	3	6
New Homes	1	16	4	21
Ag & Exempt	0	1	0	1
Garages & Carports	2	20	1	16
Additions & Remodels	4	20	1	17
Misc	15	123	26	161
Commercial	2	21	3	19
Totals	27	220	38	249
Total Fees Collected	\$3,916.79	\$47,298.58	\$7,241.30	\$35,511.15
E-911 Fees Collected	\$48.00	\$312.00	\$72.00	\$348.00
Total Estimated Value	\$507,989.00	\$9,681,421.00	\$1,633,617.00	\$8,840,444.00
Admin. Fees	\$0.00	\$55.00	\$50.50	\$120.50
CO's Issued	6	28	4	17



**MINUTES OF THE CUMBERLAND COUNTY
PLANNING COMMISSION
Workshop Meeting
Cumberland County Community Center, Rm. C-8
Monday, June 10, 2019
6:30 p.m.**

PRESENT: Bill Burger, District 3, Chairman
Randy Bryant, District 1, Vice-Chairman
Stephen Donahue, District 2
Hubert Allen, District 4
Roland Gilliam, District 5
William Flippen, At-Large (late arrival)

ALSO PRESENT: JP Duncan, Planning Director
Vivian Giles, County Administrator/Attorney

ABSENT: Leo Henderson, At-Large

CALL TO ORDER AND ROLL CALL

Chairman Burger called the Planning Commission's workshop meeting of Monday, June 10, 2019 to order at 6:30 p.m. and a quorum was established.

APPROVAL OF AGENDA

MOTION:

Commissioner Allen made a motion to approve the agenda. Commissioner Donahue seconded. The motion carried unanimously with a vote of 5-0.

DISCUSSION: CA 19-05 FAMILY SUBDIVISIONS

Mr. JP Duncan provided an overview of the significant changes to the family subdivision code. These changes include a modification to the holding periods and no road frontage requirement with the by-right. It also allows for a private road to be built to their house, if there are 3 or more houses on that road, which does not have to be built to the private road standards that are in the code as it would essentially act as a driveway.

Commissioner Donahue suggested reducing both 15-year holding periods down to 5 years. Chairman Burger and Commissioner Allen suggested leaving the back end holding period at 15 years and would not object to reducing the front end holding period down to 1 year. The Planning Commission ultimately agreed to a 2 year holding period on the front end and a 10 year holding period on the back end and to include a paragraph 3 under Holding Periods which would allow owners a way out if the minor subdivision requirements are met. Mr. Duncan will incorporate these changes and bring back to the Planning Commission.

DISCUSSION: BOY SCOUTS CAMP SITE PLAN

Mr. Duncan provided an overview of the Boy Scouts Camp Site plan which is a 21 acre lot off of Woodhaven Trail. They propose a Boy Scout camp area which would include a zip line, shooting ranges, a pavilion, an obstacle course and bathhouses. The potential applicant spoke about the current planning phase and how they are relocating from Powhatan. He spoke about how some staff are required to have emergency first aid and wilderness training. The camp site will have approximately 10-12 vehicles upon arrival and there will be no ingress/egress while there. Participants will leave on Sundays. The camp site would be used approximately 8 weekends during the year, 1-2 of which the church may use for up to 15-20 people. Development costs will be approximately \$125,000-\$150,000. Chairman Burger and Commissioner Allen’s main concern is with the shooting range. The applicant will ensure safety standards and provide the designs for the rifle and shotgun range in the future application.

DISCUSSION: CA 19-04 WATERSHED PROTECTION ORDINANCE

Ms. Vivian Giles provided an overview of CA 19-04 and recommended changes. This included defining the Planning Office. She also voiced some concerns about Section 2-300.2 “Prohibited Uses”. The Planning Commission requested reworking the prohibition with the prizes for fishing tournaments and sailboats (provided there are size limits). They also requested looking into and modifying the certified arborist and pruning requirements. A public hearing is scheduled for June 24th.

OLD BUSINESS

None.

NEW BUSINESS

None.

GENERAL COMMISSIONER COMMENTS

None.

ADJOURNMENT

MOTION:

Commissioner Allen moved to adjourn to the next Planning Commission meeting of Monday, June 24, 2019, at 6:30 p.m. or as soon after as may be heard. Commissioner Gilliam seconded. The motion carried unanimously with a vote of 6-0.

Attested:

Bill Burger, Planning Commission Chairman Date

James P. Duncan, Planning Director Date

**MINUTES OF THE CUMBERLAND COUNTY
PLANNING COMMISSION
Workshop Meeting
Cumberland County Community Center, Rm. C-8
Monday, June 24, 2019
6:30 p.m.**

PRESENT: Bill Burger, District 3, Chairman
Randy Bryant, District 1, Vice-Chairman
Stephen Donahue, District 2
Hubert Allen, District 4
Roland Gilliam, District 5
William Flippen, At-Large
Leo Henderson, At-Large

ALSO PRESENT: JP Duncan, Planning Director
Vivian Giles, County Administrator/Attorney
David Meinhard, Board of Supervisors member

ABSENT: Stephen Donahue, District 2

CALL TO ORDER AND ROLL CALL

Chairman Burger called the Planning Commission's workshop meeting of Monday, June 24, 2019 to order at 6:30 p.m. and a quorum was established.

APPROVAL OF AGENDA

MOTION:

Commissioner Allen made a motion to approve the agenda. Commissioner Flippen seconded. The motion carried unanimously with a vote of 6-0.

APPROVAL OF MINUTES

MOTION:

Commissioner Allen made a motion to approve the minutes from 5/20/2019. Commissioner Bryant seconded. The motion carried unanimously with a vote of 6-0.

PUBLIC HEARING: REZ 19-03 SUNNY SIDE MEADOWS

Mr. JP Duncan provided an overview of REZ 19-03. Originally, the land was supposed to be a subdivision and was zoned as R-2. The REZ would allow for the zoning to be changed to A-2. At least one parcel is used as pasture for cows which is in violation of the Cumberland County Code due to livestock restrictions in the R-2 zoning district. The rezoning would bring the parcels into compliance with the Code.

The Chairman opened the public hearing. With no citizens signed up to speak, the Chairman then closed the public hearing.

MOTION:

Commissioner Allen made a motion to approve REZ 19-03. Commissioner Gilliam seconded the motion. The motion carried with a vote of 6-0.

PUBLIC HEARING: REZ 19-04 CUMBERLAND PHARMACY

Mr. Duncan provided an overview REZ 19-04 which was discussed the previous month. It was re-advertised to go from R-2 and A-2 to B-1 instead of B-3.

The Chairman opened the public hearing. With no citizens signed up to speak, the Chairman then closed the public hearing.

MOTION:

Commissioner Allen made a motion to approve REZ 19-04. Commissioner Henderson seconded the motion. The motion carried with a vote of 6-0.

PUBLIC HEARING: CA 19-04 WATERSHED PROTECTION ORDINANCE

Mr. Duncan provided an overview CA 19-04 which was reviewed in a previous meeting. He noted the changes including the allowance of fishing tournaments if authorized by both Henrico and Cumberland Counties and the addition of swimming, sailboats, kayaks, canoes, and paddleboards in designated areas.

Commissioner Flippen voiced his concerns about the inability to put chicken litter down in the buffer area as regulations state you can apply within 50 feet of standing water.

Paul Peterson with Henrico explained that biosolids must be back 400 feet and that poultry waste must be 100 feet back from water courses. He noted that a lot of nutrients in the standing water is not good.

The Chairman opened the public hearing. Bobby Whittemore of 69 Edge Wood Lane stated that Cumberland County has no responsibility with respect to permits and that it is entirely Henrico's. He requested that the Planning Commission remember the farmers and that he makes hay near the buffer. He noted that he treats the land with fertilizer and chicken litter. He believes that outside of the buffer area should not be regulated. With no other citizens signed up to speak, the Chairman then closed the public hearing.

The Planning Commission recommended the addition in section 2-200.2 paragraph (8) to allow poultry litter to continue to be spread on land currently in agricultural production (whether poultry litter is currently being used or not).

MOTION:

Commissioner Allen made a motion to table CA 19-04. Commissioner Flippen seconded the motion. The motion carried with a vote of 6-0.

PUBLIC HEARING: CA 19-05 FAMILY SUBDIVISION

Mr. Duncan provided an overview of the changes made as requested by the Planning Commission in a previous meeting. These changes included going from 15 to 2 years on the front end and going from 15 to 10 years on the back end of ownership.

The Chairman opened the public hearing. Ms. Carol Miller stated that the citizens do not understand how the process works. She noted that they do not know when they can speak and how. Commissioner Bryant suggested announcing sign-up sheets at the beginning of each meeting. With no other citizens signed up to speak, the Chairman then closed the public hearing.

MOTION:

Commissioner Allen made a motion to approve CA 19-05. Commissioner Gilliam seconded the motion. The motion carried with a vote of 6-0.

GENERAL CITIZEN COMMENT

Larry Payne from Harrisonburg, VA noted that he had leased (and now owns) the property behind the Baker property. He stated that he came in to see what the requirements were for the buffer zones.

OLD BUSINESS

Mr. Duncan noted that the Cobbs Creek Area Plan, separate from the Watershed Protection Ordinance, would be picked up again.

NEW BUSINESS

Mr. Duncan noted the uptick in interest of hemp production facilities and inquired as to potential zoning districts for these facilities. Mr. Duncan suggested looking into M-1 and M-2. Commissioner Allen inquired into A-2 districts as well.

Ms. Vivian Giles provided a Board of Supervisors update.

GENERAL COMMISSIONER COMMENTS

Commissioner Allen thanked Ms. Giles for her service.

Commission Flippen thanked everyone for consideration of the poultry litter application issue.

Board of Supervisors Chairman Meinhard asked the Planning Commission to consider expanding the Comp Plan to designate the following as growth areas:

- Rt. 45 from Farmville to Cartersville
- Plank Road from Farmville to the Buckingham County line
- South Airport Road from Rt. 45 to North Airport Road
- North Airport Road from South Airport Road to Pleasant Valley Road
- River Road to High Bridge Trail
- Rt. 60 from the Buckingham County line to the Powhatan County line

**MINUTES OF THE ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
COUNTY ADMINISTRATION BUILDING DOWNSTAIRS CONFERENCE ROOM
CUMBERLAND COUNTY COURTHOUSE COMPLEX
TUESDAY, MAY 28, 2019
9:00 A.M.**

PRESENT: Leroy Pfeiffer, Sr., Vice Chair
John Godsey, Director
Brian Stanley, Director
Joe Hazlegrove, Director (late arrival)
James Henshaw, Director

ABSENT: Fred Shumaker, Chairman
Jack Lawhorne, Director

ALSO PRESENT: Vivian Giles, County Administrator/County Attorney
Sierra Duncan, Senior Executive Assistant

CALL TO ORDER AND ROLL CALL

Mr. Pfeiffer called to order the meeting of the Economic Development Authority of Cumberland County, Virginia on Tuesday, May 28, 2019 at 9:02 a.m. and a quorum was established.

APPROVAL OF AGENDA

On a motion by Mr. Stanley and seconded by Mr. Godsey, the agenda was approved as presented. The motion carried unanimously 4-0.

APPROVAL OF MINUTES

On a motion by Mr. Stanley and seconded by Mr. Henshaw, the minutes from the 3/26/2019 meeting were approved as presented. The motion carried unanimously 4-0.

CENSUS 2020 UPDATE/COMPLETE COUNT COMMITTEE

Ms. Vivian Giles updated the EDA regarding the upcoming 2020 census. She provided information about her visit with the Census 2020 representative and invited the EDA to encourage residents to participate as it effects funding opportunities.

ADJOURN INTO CLOSED MEETING

On a motion by Mr. Brian Stanley and seconded by Mr. James Henshaw, the Board entered into closed meeting pursuant to the Virginia Code §2.2-3711 A.5 "Discussion of prospective business where no previous announcement has been made". The subject was potential lease or purchase of Cumberland Business Park Shell building (two projects). The motion carried 5-0.

RECONVENE IN OPEN MEETING

A motion was made by Director Stanley and adopted by the following vote:

Mr. Shumaker -	Absent
Mr. Stanley -	Yes

Mr. Godsey -	Yes
Mr. Hazlegrove -	Yes
Mr. Henshaw -	Yes
Mr. Lawhorne -	Absent
Mr. Pfeiffer -	Yes

that the following Certification of a Closed Meeting be adopted in accordance with The Virginia Freedom of Information Act.

WHEREAS, the Economic Development Authority of the County of Cumberland, Virginia has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by this Board that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Economic Development Authority of the County of Cumberland, Virginia hereby certifies that, to the best of each director's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Economic Development Authority of the County of Cumberland, Virginia; and (iii) no action was taken in closed session regarding the items discussed.

PUBLIC COMMENT

Ms. Betty Myers spoke briefly about the by-laws and the Senator Kaine/Warner-supported bill which includes broadband, food and housing. She also requested that the EDA look into bringing a grocery store to Cumberland.

OLD BUSINESS

Mr. Henshaw noted that he has called a paving contractor but has not yet met. Ms. Giles will be giving Mr. Henshaw the number to Cumberland County's Public Works Director, Bryan Saxtan.

NEW BUSINESS

None.

ADDITIONAL INFORMATION

None.

ADJOURN

On a motion by Mr. Stanley and seconded by Mr. Henshaw, the Board adjourned the meeting until the next regular meeting of the Authority to be held July 23, 2019 at 9:00 a.m. in the County Administration Building Downstairs Conference Room, Cumberland County Courthouse Complex in Cumberland, Virginia.