



**BOARD OF SUPERVISORS  
BUSINESS MEETING  
Tuesday, May 19, 2020 – 7:00 PM**

**Gallery Room - Chatham Community Center  
115 South Main Street,  
Chatham, Virginia 24531**

**AGENDA**

- 1. CALL TO ORDER (7:00 PM)**
- 2. ROLL CALL**
- 3. MOMENT OF SILENCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. AGENDA ITEMS TO BE ADDED**
- 6. APPROVAL OF AGENDA**
- 7. CONSENT AGENDA**
  - a. Minutes (Staff Contact: Kaylyn M. McCluster)
  - b. Resolution # 2020-05-01 (VDOT Rural Rustic Roads Designation); (Staff Contact: Kaylyn M. McCluster)
  - c. Board Bylaws Section 1.6 (Board Benefits) Approval (Staff Contact: Kaylyn M. McCluster)
  - d. Resolution # 2020-05-02 (Establishing Priorities for Future Adjustments Related to COVID-19 Impacts); (Staff Contact: Kaylyn M. McCluster)
  - e. Bays Landfill Disposal Contract Approval (Staff Contact: Richard N. Hicks)
  - f. Intent to Abandon VDOT Right-Of-Way/Length Corrections (Staff Contact: Richard N. Hicks)
  - g. Resolution # 2020-05-03 (Cascade Fire Department Upgrade to Transport Agency) Approval (Staff Contact: Christopher C. Slemph)
  - h. Resolution # 2020-05-04 (Mount Cross Fire Department Step Down to First Responder) Approval (Staff Contact: Christopher C. Slemph)

- i. Transmittal of Support for Potential EMS Certification Standards Reduction to Fire and Rescue Commission for Board Recommendation Authorization (Staff Contact: Christopher C. Slemph)
- j. Potential Forest Harvesting Equipment Personal Property Tax Exemption PCC Revision Public Hearing Authorization (Staff Contact: J. Vaden Hunt, Esq.)
- k. Sheriff Memorandum of Agreement Approval (Staff Contact: Holly E. Stanfield)
- l. Budget Amendments: (1) Pet Center; (2) WIA-WIOA Rapid Response-COVID 19 Grant; and (3) Solid Waste Enterprise Fund (Staff Contact: Kimberly G. Van Der Hyde)
- m. PCSA Auditing Services Amendment Approval (Staff Contact: Kimberly G. Van Der Hyde)
- n. Sheriff COVID-10 Grant Submission Authority (Staff Contact: Sheriff Mike W. Taylor)
- o. Potential Electronic Gaming Regulation PCC Revision Public Hearing Authorization (Staff Contact: Emily S. Ragsdale)
- p. PCCA Gun Garland Road Grant MOU Approval (Staff Contact: Emily S. Ragsdale)

**8. PRESENTATIONS**

**9. HEARING OF THE CITIZENS**

Each person addressing the Board under Hearing of the Citizens shall be a resident or land owner of the County, or the registered agent of such resident or land owner. Each person shall step up, give his/her name and district in an audible tone of voice for the record, and unless further time is granted by the Chairman, shall limit his/her address to three (3) minutes. No person shall be permitted to address the Board more than once during Hearing of the Citizens. All remarks shall be addressed to the Board as a body and not to any individual member thereof. Hearing of the Citizens shall last for a maximum of forty-five (45) minutes. Any individual that is signed up to speak during said section who does not get the opportunity to do so because of the aforementioned time limit, shall be given speaking priority at the next Board meeting. Absent Chairman's approval, no person shall be able to speak who has not signed up.

**10. PUBLIC HEARINGS**

**A. Rezoning Public Hearings**

Pursuant to Article V, Division 6, of the Pittsylvania County Zoning Ordinance, the Board of Supervisors have been empowered to hear and decide specific zoning issues and zoning map changes in support of said Ordinance. In accomplishing this important task, the Board is responsible for promoting the health, safety, and general public welfare of the citizens of Pittsylvania County. The Board must ensure that all of its decisions and regulations be directed to these goals and that each be consistent with the environment, the comprehensive plan, and in the best interest of Pittsylvania County, its citizens, and its posterity.

**B. Other Public Hearings**

Each person addressing the Board under a Public Hearing shall step up, give his/her name and district, and/or his/her place of residency for non-County citizens, in an audible tone of voice for the record, and unless further time is granted by the Chairman, shall limit his/her address to three (3) minutes; speakers for a group shall be limited to ten (10) minutes. Speakers shall conclude their remarks at that time, unless the consent of the Board is affirmatively given to extend the speakers allotted time. Absent Chairman's approval, no person shall be able to speak who has not signed up.

1. Public Hearing: Courthouse Security Fee Increase (Staff Contact: Kimberly G. Van Der Hyde)
2. Public Hearing: Elimination of Fire Hydrant Fee (Staff Contact: Richard N. Hicks)
3. Public Hearing: County Landfill Right-of-Way and Easement Property Disposition (Staff Contact: Richard N. Hicks)

**11. UNFINISHED BUSINESS**

**12. NEW BUSINESS**

- a. BB&T Franchise Tax Refund Approval (Staff Contact: Robin C. Goard)
- b. Potential Communication Urging Governor Northam to Reopen County Businesses Discussion (Contact: Supervisor Scarce)
- c. Resolution #2020-05-05: Cool Branch Tax Exempt Financing Utilization Approval (Staff Contact: Christopher C. Slemph)

**13. APPOINTMENTS**

- a. Appointment: CPMT (Staff Contact: Cheryl J. Boswell)
- b. Appointment: Dan River ASAP Board (Staff Contact: Kaylyn M. McCluster)
- c. Appointment: MPO (Staff Contact: Kaylyn M. McCluster)

**14. MATTERS FROM WORK SESSION (IF ANY)**

**15. BOARD MEMBER REPORTS**

- 16. COUNTY ADMINISTRATOR REPORTS**
- 17. ADJOURNMENT**



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Minutes (Staff Contact: Kaylyn M. McCluster)		
<b>Staff Contact(s):</b>	Kaylyn M. McCluster		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	7.a
<b>Attachment(s):</b>	04-21-2020 Work Session Minutes - DRAFT 04-21-2020 Business Meeting Minutes - DRAFT		
<b>Reviewed By:</b>	<i>VM</i>		

April 21, 2020  
Work Session

**Pittsylvania County Board of Supervisors  
Work Session  
April 21, 2020**

**VIRGINIA:** The Work Session of the Pittsylvania County Board of Supervisors was held on April 21, 2020, in the Gallery Room of the Chatham Community Center, 115 South Main Street, Chatham, Virginia 24503. Robert (“Bob”) W. Warren, Chairman, called the Meeting to Order at 4:30 PM. The following Members were present:

**CALL TO ORDER (4:30 PM)**

Attendee Name	Title	Status	Arrived
Robert "Bob" W. Warren	Chairman - Chatham Blairs District	Present	4:20 PM
Ronald S. Searce	Vice-Chairman - Westover District	Present	4:20 PM
Joe B. Davis	Supervisor - Dan River District	Present	4:20 PM
Timothy W. Dudley	Supervisor - Staunton River District	Present	4:20 PM
Ben L. Farmer	Supervisor - Callands-Gretna District	Present	4:20 PM
William "Vic" Ingram	Supervisor - Tunstall District	Present	4:20 PM
Charles H. Miller, Jr.	Supervisor - Banister District	Late	4:34 PM

**AGENDA ITEMS TO BE ADDED**

**APPROVAL OF AGENDA**

Motion to Approve Agenda.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Ben L. Farmer, Supervisor - Callands-Gretna District
<b>SECONDER:</b>	Timothy W. Dudley, Supervisor - Staunton River District
<b>AYES:</b>	Warren, Searce, Davis, Dudley, Farmer, Ingram
<b>ABSENT:</b>	Miller

**PRESENTATIONS**

**a. Reassessment Presentations (Staff Contact: David M. Smitherman); (50 minutes)**

Mr. Cole, of Brightminds, LLC, gave a Reassessment Presentation to the Board. Mr. Searce asked when they are out, if they notify the property owner. Mr. Cole said they would run it in the newspaper and be in contact with the County Administrator. Mr. Farmer asked about the UAV's, and how they would handle citizens being upset that they are over their properties on the drones. Mr. Cole said they would handle it the same way as they would if they were on the ground.

Don Thomas, Wingate and Associates, LTD, was also present to give a Reassessment Presentation. Mr. Thomas stated they would be willing to negotiate their price and even waive the photography fee.

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Work Session**

**b. Potential Tax Anticipation Note Resolution Discussion (Staff Contact: Kimberly G. Van Der Hyde); (10 minutes)**

Mrs. Van Der Hyde stated she is closely monitoring revenues and expenditures and what will need to be done as a result of the COVI-19 Pandemic. She has talked with financial advisors and they proposed working with First Citizens Bank to see if they are open to working with a line of credit.

**STAFF, COMMITTEE, AND/OR CONSTITUTIONAL OFFICER REPORTS**

Mr. Smitherman stated there will be a Finance Committee Meeting possibly the second week of May.

**BUSINESS MEETING DISCUSSION ITEMS**

**CLOSED SESSION**

- a. Discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body. (Staff Contact: David M. Smitherman)

(1) Legal Authority: Virginia Code § 2.2-3711(A)(29)  
Subject Matter: Reassessment  
Purpose: Reassessment Contract Award Discussion

- b. Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community. (Staff Contact: Matthew D. Rowe)

(1) Legal Authority: Virginia Code § 2.2-3711(A)(5)  
Subject Matter: Project Ten and Emotion  
Purpose: Update on/Discussion on the Expansion of an Existing Business

- c. Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body. (Staff Contact: David M. Smitherman)

(1) Legal Authority: Virginia Code § 2.2-3711(A)(1)  
Subject Matter: County Administrator and County Attorney  
Purpose: Discussion of County Administrator and County Attorney

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April 21, 2020  
Work Session**

Employment Agreements

- d. Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. (Staff Contact: J. Vaden Hunt, Esq.)
- (1) Legal Authority: Virginia Code § 2.2-3711(A)(8)  
 Subject Matter: Personnel Complaint Letter  
 Purpose: Consultation with Legal Counsel/Provision of Legal Advice

Motion to enter Closed Session. The Board entered Closed Session at 5:28 PM.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	William "Vic" Ingram, Supervisor - Tunstall District
<b>SECONDER:</b>	Joe B. Davis, Supervisor - Dan River District
<b>AYES:</b>	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

**RETURN TO OPEN SESSION & CLOSED SESSION CERTIFICATION**

**a. Closed Session Certification (Staff Contact: J. Vaden Hunt, Esq.)**

The Board returned to Open Session at 6:55 PM and the following Certification was recorded:

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS**  
**CLOSED MEETING CERTIFICATION**

**BE IT RESOLVED** that at the Meeting of the Pittsylvania County Board of Supervisors (the "Board") on April 21, 2020, the Board hereby certifies by a recorded vote that to the best of each Board Member's knowledge only public business matters lawfully exempted from the Open Meeting requirements of the Virginia Freedom of Information Act (the "Act") and identified in the Motion authorizing the Closed Meeting were heard, discussed, or considered in the Closed Meeting. If any Board Member believes that there was a departure from the requirements of the Act, he shall so state prior to the vote indicating the substance of the departure. The Statement shall be recorded in the Board's Minutes.

	<b><u>Vote</u></b>
Joe B. Davis	Yes
Timothy W. Dudley	Yes
Ben L. Farmer	Yes
William "Vic" Ingram	Yes
Charles H. Miller, Jr.	Yes
Ronald S. Scearce	Yes
Robert W. "Bob" Warren	Yes

**Board of Supervisors  
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Work Session**

**ADJOURNMENT**

Mr. Warren adjourned the Meeting at 6:56 PM.

Draft

April 21, 2020  
Business Meeting

**Pittsylvania County Board of Supervisors  
Business Meeting  
April 21, 2020**

**VIRGINIA:** The Business Meeting of the Pittsylvania County Board of Supervisors was held on April 21, 2020, in the Gallery Room of the Chatham Community Center, 115 South Main Street, Chatham, Virginia 24531. Chairman, Chatham Blairs District, Robert "Bob" W. Warren, called the Meeting to Order at 7:00 PM. The following Members were present:

**CALL TO ORDER (7:00 PM)**

Attendee Name	Title	Status	Arrived
Robert W. "Bob" Warren	Chairman - Chatham Blairs District	Present	6:29 PM
Ronald S. Searce	Vice-Chairman - Westover District	Present	6:30 PM
Joe B. Davis	Supervisor - Dan River District	Present	6:30 PM
Timothy W. Dudley	Supervisor - Staunton River District	Present	6:31 PM
Ben L. Farmer	Supervisor - Callands-Gretna District	Present	6:30 PM
William "Vic" Ingram	Supervisor - Tunstall District	Present	6:33 PM
Charles H. Miller	Supervisor - Banister District	Present	6:30 PM

**AGENDA ITEMS TO BE ADDED**

Motion to add the following items to the Consent Agenda:

1. Add revised Resolution #2020-04-04 (Annual Leave Maximum Carryover Approval);
2. Add EMS Job descriptions approval as item 7(u); and
3. Delete item 7(w).

Items to add from Matters from Closed Session:

1. 14(a) Project TEN Local Performance Agreement Approval;
2. 14(b) Reassessment Services;
3. 14(c) Approval of County Administrators Employment Agreement; and
4. 14(d) Approval of County Attorneys Employment Agreement.

Item to add as Closed Session:

Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.

- (1) Legal Authority: Virginia Code § 2.2-3711(A)(8)  
 Subject Matter: Personnel Complaint Letter  
 Purpose: Consultation with Legal Counsel/Provision of Legal Advice

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**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Charles H. Miller, Supervisor - Banister District  
**SECONDER:** Joe B. Davis, Supervisor - Dan River District  
**AYES:** Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

**APPROVAL OF AGENDA**

Motion to Approve the Agenda.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Ronald S. Scearce, Vice-Chairman - Westover District  
**SECONDER:** Joe B. Davis, Supervisor - Dan River District  
**AYES:** Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

**CONSENT AGENDA**

Motion to approve Consent Agenda.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Ronald S. Scearce, Vice-Chairman - Westover District  
**SECONDER:** Joe B. Davis, Supervisor - Dan River District  
**AYES:** Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

- a. Minutes Approval (Staff Contact: Kaylyn M. McCluster)
- b. Proclamation: National Service Recognition Day (Staff Contact: Kaylyn M. McCluster)
- c. Proclamation: National Law Day (Staff Contact: Kaylyn M. McCluster)
- d. Proclamation: National Teacher Appreciation Week (Staff Contact: Kaylyn M. McCluster)
- e. Proclamation: National Police Week (Staff Contact: Kaylyn M. McCluster)
- f. Proclamation: Foster Care Awareness Month (Staff Contact: Kaylyn M. McCluster)
- g. Jefferson Subdivision Vacation Authorization (Staff Contact: Karen N. Hayes)
- h. Resolution # 2020-04-03: Mount Hermon Fire and Rescue Tax-Exempt Financing Utilization Approval (Staff Contact: Christopher C. Slemp)
- i. Proclamation: National Public Safety Telecommunicators Week (Staff Contact: Kaylyn M. McCluster)
- j. DRT Contract Amendment Approval (Staff Contact: Christopher C. Slemp)
- k. Fire and Rescue Commission Resolution #2020-04-01 Approval Ratification and County Administrator Authorization to Offer Conditional Employment to Selected DRT Employees for Potential Future County EMS Employment (Staff Contact: Christopher C. Slemp)

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- l. Intent to Abandon VDOT Right-of-Way at Old Blairs Middle School Declaration (Staff Contact: Richard N. Hicks)
- m. Altavista/Hurt Waste Hauling Commercial Hauler Contract Approval (Staff Contact: Richard N. Hicks)
- n. Contract Execution Approvals for: (1) Financial Advisory Services; (2) Auditing Services (Staff Contact: Connie M. Gibson)
- o. Generator Preventive Maintenance and Repairs (Staff Contact: Connie M. Gibson)
- p. Authorization to Sell Rescue 1 Vehicle (Staff Contact: Christopher C. Slemph)
- q. Solid Waste Enterprise Fund Appropriation (Requires 10-day Holdover); (Staff Contact: Kimberly G. Van Der Hyde)
- r. Budget Amendments: (1) WIA Grant and (2) Awards and Certificates Carry Over Funds (Staff Contact: Kimberly G. Van Der Hyde)
- s. Resolution # 2020-04-04: Annual Leave Maximum Carryover Extension Approval (Staff Contact: Holly E. Stanfield)
- t. Sheriff Medical Billing Compliance Analyst Job Description Approval (Staff Contact: Holly E. Stanfield)
- u. Proclamation: National Animal Control Appreciation Week (Staff Contact: James P. McLaughlin)
- v. EMS Job Description Approval (Staff Contact: Christopher C. Slemph)

**ITEMS REMOVED FROM CONSENT AGENDA**

- w. BB&T Repayment Authorization (Staff Contact: Robin Goard)

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Ronald S. Scearce, Vice-Chairman - Westover District
<b>SECONDER:</b>	Joe B. Davis, Supervisor - Dan River District
<b>AYES:</b>	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

**PRESENTATIONS**

None.

**HEARING OF THE CITIZENS**

Alan Casper, Callands-Gretna District, represented Gretna Fire and Rescue. He spoke in his capacity as Deputy Chief, Gretna Fire and Rescue, and spoke on the disservice being done to his Department. He stated Gretna was answering only answering 31% of their calls. On July 1,

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2019, a merger with Gretna Rescue occurred, and increased their call coverage to 90% to rescue and 100% on fire. Chad Hogan, Callands-Gretna District, spoke on behalf of Gretna Fire and Rescue and stated his concern of lack of communication and the lack of funding. He requested clear communication between all for Fire and EMS. Benjamin Meeks, Callands-Gretna District, spoke on behalf of Gretna Fire and Rescue stating that they are the busiest Fire and Rescue agency in the County. He also stated his concerns for the needs of Fire and Rescue and wants all agencies to be treated fairly.

Mr. Warren thanked the Fire and Rescue volunteers for their service, but also stated that he wanted to correct a statement regarding the funds being frozen for Capital needs. That is a rumor and things will be discussed at the coming Finance Committee Meetings regarding the impacts of COVID-19 and funds coming from the State level.

Scottie Adams, Callands-Gretna District, spoke on behalf of Cool Branch Fire and requested to be on Consent for Tax Relief. He stated they need to have the approval tonight for the money to be approved for their truck that has already been approved at the bank.

**PUBLIC HEARINGS**

**Rezoning Public Hearings**

**Case 1: Public Hearing: Rezoning Case R-20-005; Ricky and Debra Dillion; Chatham-Blairs Election District, R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (Contact: Chairman Warren)**

Mr. Warren opened the Public Hearing at 7:41 PM. No one signed up to speak. Mr. Dillon was present to represent the Petition. Mr. Warren closed the Public Hearing at 7:41 PM.

Motion to rezone .603 of an acre from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (to combine with their adjacent parcel of land zoned A-1).

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Joe B. Davis, Supervisor - Dan River District
<b>SECONDER:</b>	William "Vic" Ingram, Supervisor - Tunstall District
<b>AYES:</b>	Warren, Scarce, Davis, Dudley, Farmer, Ingram, Miller

**Case 2: Public Hearing: Rezoning Case R-20-006; RE Blue Ridge, LLC; Banister, Callands-Gretna & Tunstall Election Districts, R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (Supervisors Warren, Miller, and Ingram)**

Mr. Warren opened the Public Hearing at 7:44 PM. Adam Peterson was present to represent the Petition. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:44 PM.

Attachment: 04-21-2020 Business Meeting Minutes - DRAFT (2016 : Minutes (Staff Contact: Kaylyn M. McCluster))

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Motion to rezone a total of 132.56 acres, eight (8) parcels of land, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (*for a solar energy facility, which will also require a Special Use Permit*).

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Ben L. Farmer, Supervisor - Callands-Gretna District
<b>SECONDER:</b>	William "Vic" Ingram, Supervisor - Tunstall District
<b>AYES:</b>	Warren, Scarce, Davis, Dudley, Farmer, Ingram, Miller

**Case 3: Public Hearing: Rezoning Case R-20-007; Amos Wilson; Tunstall Election District; A-1, Agricultural District, to R-1, Residential Suburban Subdivision District (Contact: Supervisor Ingram)**

Mr. Warren opened the Public Hearing at 7:46 PM. Mr. Wilson was present to represent the Petition. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:46 PM.

Motion to rezone .398 of an acre from A-1, Agricultural District, to R-1, Residential Suburban Subdivision District (*to be combined with his adjacent parcel of land zoned R-1*).

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	William "Vic" Ingram, Supervisor - Tunstall District
<b>SECONDER:</b>	Joe B. Davis, Supervisor - Dan River District
<b>AYES:</b>	Warren, Scarce, Davis, Dudley, Farmer, Ingram, Miller

**Case 4: Public Hearing: Rezoning Case R-20-008; Ralph & Dolores Rosenbaum, Staunton River Election District, R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (Contact: Supervisor Dudley)**

Mr. Warren opened the Public Hearing at 7:47 PM. Mr. Rosenbaum was present to represent the Petition. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:47 PM.

Motion to rezone a total of 15.01 acres, three (3) parcels of land, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (*for agricultural uses*).

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Timothy W. Dudley, Supervisor - Staunton River District
<b>SECONDER:</b>	Ben L. Farmer, Supervisor - Callands-Gretna District
<b>AYES:</b>	Warren, Scarce, Davis, Dudley, Farmer, Ingram, Miller

**Case 5: Public Hearing: Rezoning Case R-20-009; Kimberly Wade; Staunton River Election District, R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (Contact: Supervisor Dudley)**

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Mr. Warren opened the Public Hearing at 7:49 PM. Ms. Wade was present to represent the Petition. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:49 PM.

Motion to rezone a total of 10.09 acres, two (2) parcels of land, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (*for agricultural uses*).

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Timothy W. Dudley, Supervisor - Staunton River District
<b>SECONDER:</b>	Ben L. Farmer, Supervisor - Callands-Gretna District
<b>AYES:</b>	Warren, Scarce, Davis, Dudley, Farmer, Ingram, Miller

**Case 6: Public Hearing: Rezoning Case R-20-010; Douglas Rogers; Staunton River Election District; R-1, Residential Suburban Subdivision District; to A-1, Agricultural District (Contact: Supervisor Dudley)**

Mr. Warren opened the Public Hearing at 7:52 PM. Mr. Rogers was present to represent the Petition. Mr. Rogers stated that the zoning office was very helpful and professional while helping him through this process. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:52 PM.

Motion to rezone a total of 82.96 acres, twelve (12) parcels of land, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (for agricultural uses).

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Timothy W. Dudley, Supervisor - Staunton River District
<b>SECONDER:</b>	Ben L. Farmer, Supervisor - Callands-Gretna District
<b>AYES:</b>	Warren, Scarce, Davis, Dudley, Farmer, Ingram, Miller

**Other Public Hearings**

**1. Public Hearing: Revisions to PCC § 35-50 (Staff Contact: J. Vaden Hunt, Esq.)**

Pittsylvania County Code (“PCC”) § 35-50, currently provides exemptions to the County’s Zoning Ordinance for various structures and uses. The proposed revision to PCC § 35- 50, seeks to add the following additional exemption: “5. Interstate natural gas transmission pipelines, compressor stations, metering stations, and related facilities certified by the Federal Energy Regulatory Commission under the Natural Gas Act.” This exemption affects related industries that have previously complied with an intensive and comprehensive federal vetting, notice, public comment, and review process. This proposed PCC revision has been duly and legally advertised and noticed.

Mr. Warren opened the Public Hearing at 7:55 PM. No one signed up to speak and Mr. Warren

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closed the Public Hearing at 7:55 PM.

Motion to approve the revision to Pittsylvania County Code § 35-50 as presented.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Joe B. Davis, Supervisor - Dan River District
<b>SECONDER:</b>	Timothy W. Dudley, Supervisor - Staunton River District
<b>AYES:</b>	Warren, Scarce, Davis, Dudley, Farmer, Ingram, Miller

**2. Public Hearing: Disposition of Publicly Owned Property/Building to PCCA (Staff Contact: Richard N. Hicks)**

At the Board's March Business Meeting, County Staff made the Board aware of a significant plumbing issue at the County-owned building at 348 North Main Street, Chatham, Virginia 24531 ("Property"). The Property is currently being leased by the Pittsylvania County Community Action, Inc. ("PCCA"). For your reference and review, a copy of the current Lease is attached. The Board instructed County Staff to schedule a Public Hearing at its April Business Meeting to consider the transfer of ownership of the Property to the PCCA. The Property being considered includes the following: two (2) parcels consisting of the building and land (GPIN #'s 2426-04-8699 and 2426-04-9763). In accordance with Virginia Code § 15.2-1800(B), the Public Hearing has been duly and legally advertised.

Mr. Warren opened the Public Hearing at 7:57 PM. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:57 PM.

Motion to transfer ownership of the Property as presented to the PCCA and authorize the County Attorney to prepare all necessary legal transfer documents.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Charles H. Miller, Supervisor - Banister District
<b>SECONDER:</b>	William "Vic" Ingram, Supervisor - Tunstall District
<b>AYES:</b>	Warren, Scarce, Davis, Dudley, Farmer, Ingram, Miller

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

None.

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## APPOINTMENTS

None.

## MATTERS FROM WORK SESSION (IF ANY)

### a. Project TEN Local Performance Agreement Approval

Mr. Warren announced that Ennis Inc will be expanding and will have 15 new jobs in the County.

Motion to approve the Ennis Local Performance Agreement.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Joe B. Davis, Supervisor - Dan River District
<b>SECONDER:</b>	Timothy W. Dudley, Supervisor - Staunton River District
<b>AYES:</b>	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

### b. Reassessment Services

Motion to authorize County Staff to begin negotiations with the County's reassessment services with Brightmind's LLC., and if successful during said negotiations, to execute a contract, related thereto up to \$1M.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Ronald S. Scearce, Vice-Chairman - Westover District
<b>SECONDER:</b>	Joe B. Davis, Supervisor - Dan River District
<b>AYES:</b>	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

### c. Approval of County Administrator's Employment Agreement

Motion to approve the County Administrator's Employment Agreement as presented.

<b>RESULT:</b>	<b>APPROVED [6 TO 0]</b>
<b>MOVER:</b>	Joe B. Davis, Supervisor - Dan River District
<b>SECONDER:</b>	Timothy W. Dudley, Supervisor - Staunton River District
<b>AYES:</b>	Warren, Scearce, Davis, Dudley, Ingram, Miller
<b>ABSTAIN:</b>	Farmer

### d. Approval of County Attorney's Employment Agreement

Motion to approve the County Attorney's Employment Agreement as presented.

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<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Joe B. Davis, Supervisor - Dan River District
<b>SECONDER:</b>	William "Vic" Ingram, Supervisor - Tunstall District
<b>AYES:</b>	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

### **BOARD MEMBER REPORTS**

Mr. Dudley stated they started a feeding program for the children in Hurt. He introduced Gary Hodnett, Town of Hurt Mayor, and Shirley Barksdale-Hill, Vice-Mayor. Mr. Ingram stated that he has been on the Danville-Pittsylvania Cancer Board and Brynlee Stevenson is a survivor and they are holding a drive-by parade tomorrow for her birthday. He also thanked and acknowledged telecommunicators for their hard work and dedication as the true first responders. He also thanked the Fire and Rescue volunteers. Mr. Farmer stated all four (4) speakers during the Hearing of the Citizens were from his District. He spoke with all gentleman before the meeting and also spoke with Mr. Slemp regarding development of a formula to fairly distribute the Fire and Rescue money. Mr. Warren thanked the Sheriff his hard work and the program he is doing to care for the elderly within the County. He also thanked County Staff for their continued work during the COVID-19 Pandemic.

### **COUNTY ADMINISTRATOR REPORTS**

Mr. Smitherman stated employees are working from home and taking a lot of appointments by phone. He has plans to begin working with the Executive Team on Thursday for four (4) hours to determine what happens after COVID-19. Sunday closures at Convenience Centers is to allow catch-up time for employees, and they anticipate the trash load will probably slow down after Spring cleaning is done.

### **CLOSED SESSION**

Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.

- (1) Legal Authority: Virginia Code § 2.2-3711(A)(8)  
 Subject Matter: Personnel Complaint Letter  
 Purpose: Consultation with Legal Counsel/Provision of Legal Advice

Motion to enter Closed Session. The Board entered Closed Session at 8:25 PM.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Charles H. Miller, Supervisor - Banister District
<b>SECONDER:</b>	Timothy W. Dudley, Supervisor - Staunton River District
<b>AYES:</b>	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

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The Board returned to Open Session at 9:55 PM and the following Certification was recorded:

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS**  
**CLOSED MEETING CERTIFICATION**

**BE IT RESOLVED** that at the Meeting of the Pittsylvania County Board of Supervisors (the “Board”) on April 21, 2020, the Board hereby certifies by a recorded vote that to the best of each Board Member’s knowledge only public business matters lawfully exempted from the Open Meeting requirements of the Virginia Freedom of Information Act (the “Act”) and identified in the Motion authorizing the Closed Meeting were heard, discussed, or considered in the Closed Meeting. If any Board Member believes that there was a departure from the requirements of the Act, he shall so state prior to the vote indicating the substance of the departure. The Statement shall be recorded in the Board's Minutes.

	<u>Vote</u>
Joe B. Davis	Yes
Timothy W. Dudley	Yes
Ben L. Farmer	Yes
William “Vic” Ingram	Yes
Charles H. Miller, Jr.	Yes
Ronald S. Scarce	Yes
Robert W. “Bob” Warren	Yes

**ADJOURNMENT**

Mr. Warren adjourned the Meeting at 9:56 PM.

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**COUNTY OF PITTSYLVANIA, VIRGINIA**  
**EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (the "Agreement"), effective the 1<sup>st</sup> day of January, 2020, by and between the Pittsylvania County Board of Supervisors (the "Board of Supervisors"), a political subdivision of the Commonwealth of Virginia, party of the first part, and David M. Smitherman ("Employee"), party of the second part, collectively the "parties," both of whom understand as follows:

**WITNESSETH**

WHEREAS, the Board of Supervisors desires to appoint Employee as County Administrator and Clerk of the Board of Supervisors, pursuant and subject to Sections 15.2-1538, 15.2-1539, 15.2-1540, 15.2-1541, and 15.2-1543 of the Code of Virginia, 1950, as amended; and

WHEREAS, it is the desire of the Board of Supervisors to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Board of Supervisors to (1) secure and retain services of the Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating Employee's services at such time as he may be unable fully to discharge his duties due to age, disability, malfeasance, or other instances, or when the Board of Supervisors may desire to otherwise terminate his employment; and

WHEREAS, Employee desires to accept the appointment as County Administrator of Pittsylvania County, Virginia (the "County"); and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**SECTION 1. DUTIES**

The Board of Supervisors hereby appoints Employee as County Administrator and Clerk of the Board of Supervisors to perform the functions and duties specified in Sections 15.2-1538, 15.2-1539, 15.2-1540, 15.2-1541, and 15.2-1543 of the Code of Virginia, 1950, as amended, and to perform such other legally permissible and proper duties and functions as the Board of Supervisors shall from time-to-time assign, including service as the sole authority for personnel matters under the County Personnel Policy. Employee agrees to faithfully adhere to the duty of care, serving a and obedience required of an officer of the County. Employee shall not engage in any activity that is, or would create the appearance of a conflict of interest. The Employee acknowledges that he is an appointee of the Board of Supervisors and shall report solely and directly to the Board of Supervisors, and has no grievance rights.

**SECTION 2. TERMINATION AND RESIGNATION**

A. The obligations under this Agreement shall commence on January 1, 2020 and shall terminate on December 31, 2024 (the "Termination Date"). This Agreement will automatically renew for an

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additional twelve (12) month period, unless Employee is notified of intent to terminate at least ninety (90) days prior to Termination Date. In addition, all duties and obligations of the parties shall terminate pursuant to the provisions of Section 2, Paragraphs B, C, and D.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board of Supervisors to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3(A) and 3 (B) of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the County and/or Board of Supervisors, subject only to the provision set forth in Section 3(D) of this Agreement.

D. Upon mutual agreement by the Board of Supervisors and Employee, this Agreement may be extended.

**SECTION 3. SEVERANCE PROVISIONS**

A. In the event Employee is involuntarily terminated by the Board of Supervisors pursuant to the provisions of Sections 2(B) or 3(B), for any reason during the Agreement's term(s), and during such time that Employee is willing and able to perform the duties of County Administrator, then in that event the County and/or the Board of Supervisors agrees to pay Employee a lump sum cash payment equal to six (6) months' base salary and benefits at current aggregate salary. ~~The severance payment shall be equal to nine (9) month's base salary and benefits at current aggregate salary upon the Employee's five-year anniversary of employment with County.~~

B. In the event the Employee is terminated because of his conviction of any felony or other crime/malfeasance involving moral turpitude, then, in that event, the County and/or Board of Supervisors shall have no obligation to pay the aggregate/severance sum designated in this Paragraph.

C. In the event the County and/or Board of Supervisors, at any time during the employment term, reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all County employees, or in the event the County and/or Board of Supervisors refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a formal suggestion by the Board of Supervisors that he resign, then, in that event, the Employee may at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision. The County and/or Board of Supervisors, by act of executing this Agreement, authorizes payment of said severance pay upon request by the Employee in accordance and subject to Paragraph 3(A) or (B) above, and hereby authorizes a check to be drawn upon the County's General Fund, County Administrator Department, of the then current County appropriation, and also orders the County Treasurer to issue said check.

D. In the event Employee voluntarily resigns his position with the County, then Employee shall give the County sixty (60) days' notice in advance. No severance payment, as described in Section 3(A), shall be made in this event.

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**SECTION 4. SALARY**

A. The Board of Supervisors and/or County agrees to compensate Employee for services rendered pursuant hereto an annualized base salary \$5,000 greater than employee's salary as of December 31, 2019.

B. The parties hereto agree that the Employee's annualized salary shall be increased by the same percentage as approved by the Board of Supervisors for other County employees as a whole. The annual base salary may be increased by Board of Supervisors following an above-average performance evaluation throughout the Agreement's term.

C. Employee salaries are payable in semi-monthly installments.

D. The Board of Supervisors shall provide on-going job performance evaluations, at a minimum of once per Term as provided for herein, on or before December 1st of each year. The Board of Supervisors shall use the performance evaluation as a basis to determine whether the Employee receives an annual base salary increase less than the maximum performance-based increase available to all Employees. The evaluation will be based upon annual goals and objectives identified by the Employer and the Employee. The goals and objectives shall be oriented toward the proper operation of the County and toward the attainment of the Board's policy objectives. The goals and objectives and their relative priority shall be established and memorialized in writing and shall be general attainable within the specified time limitations, as specified by the annual operating and capital budgets and the appropriations provided. The evaluation process should include the opportunity for both parties to: (1) prepare a written evaluation; (2) meet and discuss the evaluation; and (3) present a written summary of the evaluation results, which summary should be completed and delivered to the Employee within thirty (30) days of the evaluation.

**SECTION 5. HOURS OF WORK**

A. Normal office hours are considered to be 8:00 a.m. - 5:00 p.m., Monday through Friday.

B. It is recognized that Employee must devote a great deal of his time outside normal office hours to business of the County. The Employee is expected to devote whatever time is reasonably necessary to the business of the County including hours outside normal office hours. The Employee recognizes he is not to receive any additional compensation for hours worked beyond forty (40) hours in a workweek or on weekends or holidays. Likewise, the Employer understands the need to rely upon the discretion and sound judgement of the Employee to determine how to balance the demands of work with the need or desire to be absent from work during normal office hours in order to attend to personal business, family matters or even recreational activities. Employee shall be reasonably available by phone and email during the normal office hours of the County, except when on vacation, sick leave, or when other reasonably good cause exists. The Chairman will be notified of personal time used and a contingency contact will be identified by Employee.

**SECTION 6. GENERAL EXPENSES AND TRAVEL**

A. The Employee shall be entitled to reimbursement for such of his actual expenses, as are necessary and ordinarily incidental to his duties and travel on County business, upon receipt, statements, or personal affidavits subject to review and approval of the Board of Supervisors.

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B. In addition, Employee shall have the use of a County vehicle at his discretion, for travel pursuant to his job as County Administrator and Emergency Services Coordinator, including to and from employee's residence and for such emergency calls, as well as other official County business as defined by the Internal Revenue Code. See IRS 2011-Publication 15-B.

**SECTION 7. DUES AND SUBSCRIPTIONS**

The Board of Supervisors and/or County agrees to budget and to pay the professional dues and subscriptions of Employee for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the County.

**SECTION 8. PROFESSIONAL DEVELOPMENT**

A. The Board of Supervisors and/or County hereby agrees to budget and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for County. National level conferences shall be permitted in accordance with budgetary means, without specific approval of the Board of Supervisors.

B. County also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the County.

**SECTION 9. VACATION AND SICK LEAVE**

Annually, at the anniversary of this Agreement, Employee shall be issued twenty (20) vacation days and twelve (12) sick days. ~~Vacation days issued shall increase to twenty-five (25) upon Employee's five-year anniversary~~ of employment with County. Upon issuance, said days shall be immediately usable by Employee. Vacation and sick day allotment shall be addressed at the Employee's annual evaluation conducted pursuant to Section 4(D) herein. At the Employee's termination of employment with the County, the Employee shall be reimbursed for accumulated vacation days, but not sick days.

**SECTION 10. RETIREMENT AND HEALTH AND LIFE INSURANCE**

A. The Board of Supervisors and/or County agrees to put into force and to make required premium payments for Employee for the Retirement Program and insurance policies for life and disability income benefits, through the Virginia Supplement Retirement System, as with any other employee of the County.

B. The Board of Supervisors and/or County agrees to provide hospitalization, surgical, and comprehensive medical insurance for Employee, and to pay a portion of the premiums thereon, equal to that which is provided to all other County employees, which meets the requirements of IRS Code Section 105(h), and to allow the Employee to participate in the County Dental Plan, as with all other County employees.

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C. In addition to the annual salary paid to the Employee, the County will contribute five percent (5%) of the Employee's annual salary as deferred compensation to the retirement plan selected by the Employee upon Employee's five (5) year anniversary of employment with County.

**SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. Employee shall maintain permanent residency in Pittsylvania County, Virginia, while employed in said position.

B. The Board of Supervisors shall fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Code of Virginia, or any other applicable law.

C. All provisions of the Code of Virginia, and regulations and rules of the County relating to vacation, military leave, and sick leave, retirement, and pension system contributions, holidays, and other fringe benefits, and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to any other employees of the County, in addition to said benefits enumerated specifically for the benefit of Employee, except as herein provided.

D. Employee, at all times during which this Agreement is in force and effect, and all times he is serving as Pittsylvania County Administrator, shall not engage, actively participate, or seek employment outside of his employment as Pittsylvania County Administrator.

**SECTION 12. EMPLOYMENT-AT-WILL**

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, subject to the terms set forth in Section 3 above. The employment relationship shall be at-will and the Employee may be terminated for any reason, or no reason with or without notice or cause, subject to the terms set forth in Section 3.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer, subject only to the provisions set forth in this Agreement.

**SECTION 13. GENERAL PROVISIONS**

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representatives of Employee.

C. This Agreement shall become legally effective on January 1, 2020, and end December 31, 2024, unless the contract period is extended.

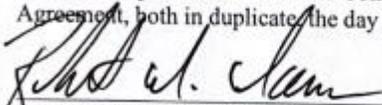
D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or any portion thereof, shall not be affected, and shall remain in full legal force and effect.

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E. This Agreement shall be administered and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions. Any actions arising out of this Agreement, bonds or other obligations securing the obligations of this Agreement shall be filed and maintained solely and exclusively in the Circuit Court of the County of Pittsylvania, Virginia.

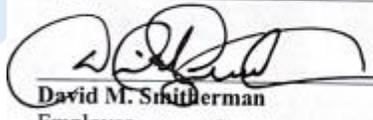
F. Employee agrees that Employer has advised Employee that Employee should seek an attorney to provide separate independent counsel and review of this Agreement.

IN WITNESS WHEREOF, the Board of Supervisors has caused this Agreement to be signed and executed on its behalf by its Chairman, and duly attested by the Chairman of the Board of Supervisors' Personnel Committee, and the Employee has signed and executed this Agreement, both in duplicate, the day and year written below.

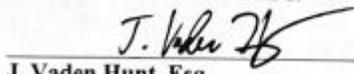
  
\_\_\_\_\_  
**Robert W. ("Bob") Warren**  
Chairman, Pittsylvania County Board of Supervisors  
Date: \_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
**Joe B. Davis**  
Chairman, Personnel Committee of the Pittsylvania County Board of Supervisors  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
**David M. Smitherman**  
Employee  
Date: 04/21/20

APPROVED AS TO FORM:

  
\_\_\_\_\_  
**J. Vaden Hunt, Esq.**  
Pittsylvania County Attorney  
Date: 4/21/20

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## EMPLOYMENT AGREEMENT COUNTY ATTORNEY

THIS EMPLOYMENT AGREEMENT, hereinafter referred to as "Agreement," is made and entered into as of the 21<sup>st</sup> day of April, 2020, **effective retroactively on January 1, 2020**, by and between PITTSYLVANIA COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia and a body politic, acting by and through its BOARD OF SUPERVISORS, hereinafter referred to as "the Board" or "Employer," pursuant to its authority under § 15.2-1542, Code of Virginia, 1950, as amended, and J. VADEN HUNT, ESQ., hereinafter referred to as "Employee," together referred to herein at times as the "Parties," in consideration of the mutual covenants and considerations herein contained, the sufficiency of which the Parties acknowledge.

The Employer agrees to continue to employ the Employee as County Attorney, effective immediately.

Employee agrees to accept employment as County Attorney and all of the associated rights, duties, and responsibilities. Such rights, duties, and responsibilities are set forth, in part, in the attached Job Description, as amended from time-to-time (Exhibit "A"); and shall also include other duties and tasks as assigned from time-to-time and/or such as are necessary to carry out his duties.

### Section 1. Term and Employment-at-will

A. The term of employment shall be indefinite, and this Agreement shall continue in effect until severed pursuant to the terms specified herein or otherwise.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, subject to the terms set forth in Section 6 below. The employment relationship shall be at-will and the Employee may be terminated for any reason or no reason with or without notice or cause, also subject to the terms set forth in Section 6. The Employee acknowledges that he is an appointee of the Board, shall report directly to the Board, and with such status has no grievance rights.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer, subject only to the provisions set forth in this Agreement.

### Section 2. Compensation

A. The Employee shall receive a minimum annual base salary of **ONE HUNDRED AND THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$130,000.00)** payable in installments on the same schedule and with the same required deductions for taxes, retirement contributions, insurance, and other employee benefits as apply to other full-time employees of the County.

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B. Consideration shall be given on an annual basis to increase compensation and Employer agrees that Employee shall be eligible for a base salary increase each succeeding year of employment. Nothing herein shall limit the ability of the Employer to award monetary bonuses or salary augmentations at any time during the period of employment, either in the form of lump sum payments or on a schedule agreed upon by the Parties, consistent with federal and state law. Such increases, bonuses, or augmentations may be dependent upon the results of performance evaluations conducted under the provisions of Section 4 of this Agreement.

C. This Agreement shall be automatically amended to reflect any salary adjustments, in terms of increases or decreases that are provided by the Board to the Employee, to other noncontract County employees in general (*i.e.*, COLAs) and/or required by the Employer's general compensation policies.

D. Employee understands and agrees that he is an "exempt" employee under the provisions of the Fair Labor Standards Act and, as such, is not eligible for overtime pay and/or compensatory time or additional compensation.

**Section 3. Duties; Assistance to Constitutional Officers; Retention of Outside Counsel**

The Employee is expected to perform the following duties: (i) found in § 15.2-1542, Code of Virginia, 1950, as amended; (ii) described in the County Attorney's job description attached hereto as Exhibit "A," and (iii) any other legally and ethically permissible and proper duties or functions assigned by the Board of Supervisors. Employee agrees to faithfully adhere to the duty of care, loyalty, and obedience required of an officer of the County. The parties acknowledge that this Agreement does not include the rendering of legal service to the County's Department of Social Services in child custody proceedings or other matters, or representation of the County Treasurer's office in the collection of delinquent taxes, or representation of the County's Service Authority, School Board, or Board of Zoning Appeals, and that other counsel will be retained for those matters.

Regarding other matters involving the County's elected Constitutional Officers, the Parties recognize that those officers are not legally obligated to seek the advice of the County Attorney; however, the County Attorney may provide advice and representation to them when they require assistance, and the matter is one in which, in the County Attorney's opinion, the County has an interest that is not adverse to the interest of the Constitutional Officer.

Employer further acknowledges that litigation or other matters may arise from time-to-time that require special knowledge or skills or are of a size or scope beyond the ability of the County Attorney to handle without assistance. The Board agrees to consider requests from the County Attorney for the retention of outside counsel in such situations, and not to unreasonably withhold approval of such requests.

**Section 4. Outside Employment and Conflict of Interests**

Employee shall not engage in any activity that is a conflict of interests under the State and Local Conflict of Interests Act or the rules of the Virginia State Bar and shall avoid situations or

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activities that create the appearance of such a conflict. While employed as County Attorney, the Employee agrees not to engage in any other employment for compensation without the Employer's prior written consent or engage in any business activities except for the passive investments of personal funds. Employee may engage as a volunteer in activities that provide indirect benefits to the Employer and the community and may accept reimbursement for his actual expenses incurred in such activities, so long as those activities do not conflict or negatively impact Employee's duties and obligations to Employer.

#### **Section 5. Performance Evaluations**

A. The Employer shall review and evaluate the Employee's performance on the annual anniversary of the date of hiring, or between February 1 and March 1 of each calendar year, in writing, on a standard performance evaluation form for County employees, or on such other form as the Parties may agree to use. The evaluation process should include the opportunity for both Parties to: (1) prepare a written evaluation; (2) meet and discuss the evaluation; and (3) present a written summary of the evaluation results, which summary should be completed and delivered to the Employee within thirty (30) days of the evaluation meeting.

B. The Employer should endeavor to define measurable annual goals and objectives for the Employee after the performance evaluation, but before March 1.

C. The performance evaluation may be used by the Employer to determine whether the Employee is eligible for annual base salary increases, bonuses, or salary augmentations, as provided in Section 2 of this Agreement.

#### **Section 6. Termination and Severance**

A. In the event (i) the Employee leaves his employment by mutual agreement of a majority of the Board and the Employee, (ii) the Employee's resignation is requested by the Employer, or (iii) the Employee is terminated by the Employer for any reason other than for the reasons in Section 6(B), below, the Employer agrees to pay the Employee Severance Pay, which is initially defined as (a) a sum equal to six (6) months' of aggregate salary at the current rate of pay, plus (b) a sum equal to six (6) months of the Employer's share of all benefits the Employee received during his employment, including but not limited, to health plan coverage, life insurance, disability insurance, and retirement contributions, and (c) a lump sum value of all accrued and unused annual leave as provided in Section 8 of this Agreement (collectively the "Severance Pay"). Such severance payment shall be subject to all legally required deductions for taxes or otherwise. Accumulated and unused sick leave shall be paid out to Employee only if Employee is eligible for such as provided in the County's Personnel and Procedures Manual.

Such severance payments shall be in a lump sum payment made on the next payday following the termination of employment or upon a date agreed upon by the Parties, but in no case shall such payment date be later than two (2) months following the date of separation. Employee, at his option and as an alternative to a lump sum payment representing health plan coverage benefits portion of the severance pay, may elect to have the Employer continue health plan

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coverage benefits for the Employee and all dependents, in which case the Employer shall continue to pay such costs, if such benefits are being provided at the time of separation.

The number of months representing the Severance Pay shall be revisited annually and may be increased from the base of three (3) months, by mutual agreement, depending upon the Employee's continued satisfactory performance.

B. If Employee is terminated because (i) of his conviction of any felony; (ii) of his conviction of a misdemeanor involving moral turpitude; or (iii) the Employee is materially unwilling or unable to perform his duties under this Agreement and Employer has provided prior written notice of such unwillingness to perform and the Employee has been afforded at least sixty (60) days opportunity to cure, and remains materially unwilling or unable to perform his duties under this Agreement, then, in that event, Employer may terminate Employee and shall have no obligation to pay the Severance Pay to Employee.

C. If the Employer at any time during the term of this Agreement reduces the salary or employee benefits of the Employee by a greater percentage than it does for all other County Employees, the Employee may unilaterally resign, and the Employer shall pay the Severance Pay to the Employee.

D. This Agreement will automatically terminate upon the death of the Employee and no Severance Pay shall be owed to the heirs or the estate of Employee, however, such termination shall not affect entitlement to payment for days already worked, for accrued and unused annual leave or sick leave or for any other death benefit provided by law.

#### **Section 7. Voluntary Resignation**

If the Employee voluntarily decides to resign his position, he shall give the Employer a minimum of sixty (60) days written advance notice of his departure date. No Severance Pay shall be payable for a voluntary resignation. The Board in its discretion may waive or reduce the notice requirement required by this Section. If not waived or reduced the failure to provide such required notice shall result in the forfeiture of any money owed to the Employee for accrued leave balances, such forfeiture being Employer's sole remedy for failure to provide the notice.

#### **Section 8. Hours of Work**

The Employee is expected to devote whatever time is reasonably necessary to the business of the County, including hours outside normal office hours. The Employee recognizes he is not to receive any additional compensation for hours worked beyond forty (40) hours in a workweek or on weekends or holidays. Likewise, the Employer understands the need to rely upon the discretion and sound judgment of the Employee to determine how to balance the demands of work with the need or desire to be absent from work during the County's normal office hours in order to attend to personal business, family matters or even recreational activities. Employee shall be reasonably available by cell phone and e-mail during the normal office hours of the County, and after hours (except when on vacation, when on sick leave, or when other reasonably good cause exists).

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**Section 9. Annual and Sick Leave**

- A. Annually, on July 1 of each year, the Employee shall receive twenty (20) vacation days. Said vacation days shall be immediately usable by the Employee upon receipt. The Employee shall have the ability to carryover vacation time from year-to-year with no maximum limitation. The Employee shall receive all other holidays and personal days allotted to regular employees in the County Personnel and Procedures Manual. The Employee shall accrue sick time like any other County employee under the County Personnel and Procedures Manual.
- B. When employment is terminated by the Employer in accordance with Section 6(A) of this Agreement, or the Employee unilaterally resigns, having provided at least sixty (60) days advance notice, or notice time is waived by Employer, the Employee will be paid for all accumulated and unused annual leave. Accumulated and unused sick leave shall be paid out to Employee per the related regulations contained in the County's Personnel and Procedures Manual.
- C. Payment for accrued leave may be withheld pending the return of County property by the Employee or will be offset by the market value of all County property not returned.

**Section 10. Benefits and Professional Resources**

- A. **Standard Benefits:** Except as otherwise stated in this Agreement, the Employee will receive the same benefits on the same terms as Employer provides benefits to other full-time County Employees.
- B. **Business Expenses:** Business expenses incurred by Employee during the conduct of County business shall be paid by the County in accordance with County policy and within the approved budget.
- C. **Professional Association Memberships:** The Employer recognizes the importance to the County of the Employee's membership and participation in professional associations and organizations. The Board agrees to budget and pay the cost of Employee's legally required dues to the Virginia State Bar and for the County's membership in the Local Government Attorneys of Virginia, Inc., and in addition to pay for Employee's membership in any organizations that have been approved by the Employer within the annual budget for the County Attorney's office.
- D. **Professional Conferences and Continuing Legal Education:** Attendance at the conferences and meetings of professional associations and organizations, registration fees, and associated travel expenses, including non-automobile transportation, food, and lodging, shall be paid by the County in accordance with this Agreement, County policy, and within the approved budget.
- E. **Continuing Legal Education:** Employer shall pay for continuing legal education as provided in the County's Personnel and Procedures Manual, so that Employee may maintain his law license and compliance with continuing legal education requirements. To the extent feasible,

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Employee agrees to fulfill these requirements by attendance at meetings or conferences funded under Paragraph D above.

F. **Equipment:** The Employer shall provide Employee with all equipment and services reasonably necessary to perform Employee's duties and obligations to Employer, including, but not limited to, computers, access to County networks and support, a mobile telephone device with electronic mail capability (e.g. a smart-phone-type device), library materials and/or reasonable access to online legal research service.

### **Section 11. Indemnification**

The Employee shall be covered under the County's risk management policies and be indemnified, held harmless, and defended to the same degree and extent as all other employees and officials of the County for or against any allegation, claim, tort, professional liability claim or demand or any other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Attorney or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities.

The Employee may request, and the Employer shall not unreasonably refuse, to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation provided by Employer for Employee shall extend until a final determination of the legal action, including any appeals. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings, including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties, provided such losses have not been caused by a deliberately wrongful act of the Employee. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section 11, to be available.

Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness, consultant, or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, consultant, or advisor to Employer regarding pending litigation.

### **Section 12. Bonding**

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance, if any.

### **Section 13. Other Terms and Conditions of Employment**

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All provisions of County ordinances, resolutions, rules, policies, and regulations of the Employer pertaining to annual, sick leave, holidays, employee benefits, working conditions, and rules of conduct, as they now exist or hereafter may be amended, shall apply to Employee as they do to all County employees, but only to the extent they do not conflict with an express provision of this Agreement.

**Section 14. Notices**

Notice pursuant to this Agreement shall be given by United States mail, or other qualified parcel delivery company, addressed as follows:

- (1) EMPLOYER: Chair, Board of Supervisors, County of Pittsylvania, Virginia, at the office of the Clerk of the Board of Supervisors, Chatham, Virginia 24531.
- (2) EMPLOYEE: J. Vaden Hunt, Esq., at the residence address used for State and Federal tax purposes.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the day following the date of deposit of such written notice with the United States Postal Service or other qualified parcel delivery company.

**Section 15. Renewal and Termination of Agreement**

This Agreement, pursuant to § 15.2-1503, Code of Virginia, 1950, as amended, shall be without definite term, however this Agreement shall continue indefinitely from day-to-day. This Agreement shall terminate on the last day of Employee's employment with Employer, however Sections 6, 7, 11, and 12 shall survive termination, to the extent that Employer is obligated to make payments to Employee post-termination, and to indemnify him as described in Section 11 for matters that arose from or occurred during his employment. In no event shall termination of this Agreement affect, void, or otherwise limit the respective Parties' obligations that accrued or vested prior to the Agreement's termination.

**Section 16. General Provisions**

A. The text herein shall constitute the entire agreement between the Parties, and shall supersede any and all prior agreements, regardless of the services addressed in those prior agreements. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. This Agreement shall be binding upon the Employer and the Employee and shall be binding upon and inure to the benefit of the heirs at law, assigns, personal representatives, successors, and executors of Employee.

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C. The invalidity of one (1) or more of the phrases, sentences, clauses, or sections contained in this Agreement shall not affect the validity of the remaining portion(s) of the Agreement, so long as the material purposes of this Agreement can be determined and effectuated. If any term, provision or other part of this Agreement is declared illegal or void, it shall be excised or modified to conform to the appropriate laws or regulations. If any term, provision or other part of this Agreement is held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases of illegal and invalid provisions, the remainder of the Agreement shall not be affected, but shall remain in full force and effect. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, and all of which together, shall constitute one and the same instrument.

D. This Agreement shall be administered and interpreted in accordance with the laws of the Commonwealth of Virginia. Any actions arising out of this Agreement shall be brought in the Circuit Court of Pittsylvania County, Virginia.

E. This Agreement is the entire agreement between the parties as to the contained subject matter, supersedes all other agreements whether written or oral, and may only be modified or amended in writing signed by the Parties.

F. The parties acknowledge that Employer has consulted separate, independent counsel in the drafting and review of this Agreement.

#### **Section 17. No Residency Requirement**

Employee is not required to reside in Pittsylvania County, Virginia.

#### **Section 18. Vehicle Allowance**

For Employee to travel throughout the County and surrounding areas, in furtherance of his assigned duties as County Attorney, Employer agrees to provide Employee a monthly **THREE HUNDRED DOLLAR (\$300.00)** Vehicle Allowance. Employer and Employee agree that payment of said Vehicle Allowance is separate and in addition to his salary detailed in Section 2(A) of the Agreement and shall relieve the County of any responsibility to provide a vehicle (*i.e.* automobile), fuel, or maintenance for a vehicle for Employee's use on County business. Furthermore, in consideration for said Vehicle Allowance, Employee agrees that he shall not seek reimbursement for any vehicle costs associated with his employment with the County. Employee also agrees that he shall be solely responsible for all local, state, and/or federal taxes arising from receipt of said Vehicle Allowance. Lastly, Employee understands and agrees that the Vehicle Allowance provided by the County shall terminate on the same date as his employment with the County terminates, regardless of whether such termination is voluntary or involuntary.

**IN WITNESS WHEREOF**, the County of Pittsylvania, Virginia and its Board of Supervisors have caused this Agreement to be signed and executed by its Chairman, and duly attested by the Chairman of the Board of Supervisors' Personnel Committee, and the Employee has signed and executed this Agreement, both in duplicate, on the date shown below.

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Signed: *Robert W. Warren*  
**Robert ("Bob") W. Warren**  
Chairman  
Pittsylvania County Board of Supervisors

Date: 4/21/20

Signed: *J. Vaden Hunt*  
**J. Vaden Hunt, Esq.**  
Employee

Date: 4/21/20

**ATTEST**

Signed: *Joe B. Davis*  
**Joe B. Davis**  
Chairman, Personnel Committee  
Pittsylvania County Board of Supervisors

Date: 4/21/20



Attachment: 04-21-2020 Business Meeting Minutes - DRAFT (2016 : Minutes (Staff Contact: Kaylyn M. McCluster))



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Resolution # 2020-05-01 (VDOT Rural Rustic Roads Designation); (Staff Contact: Kaylyn M. McCluster)		
<b>Staff Contact(s):</b>	Kaylyn M. McCluster		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	7.b
<b>Attachment(s):</b>	2020-05-01 Rural Rustics		
<b>Reviewed By:</b>	VH		

**SUMMARY:**

Virginia Code § 33.1-70.1 permits the hard surfacing of certain unpaved roads that qualify for designation as a Rural Rustic Road. For your reference and review, attached is Resolution # 2020-05-01 that lists numerous County roads that the Virginia Department of Transportation recommends the Board declare as Rural Rustic; thereby, enabling them to potentially qualify for future paving/hard surfacing Rural Rustic Road Funds.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

None.

**RECOMMENDATION:**

County Staff recommends the Board approve Resolution # 2020-05-01 declaring the mentioned Routes as a Rural Rustic Roads.

**MOTION:**

“I make a Motion to approve Resolution # 2020-05-01 as presented.”

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS  
RESOLUTION # 2020-05-01**

**RURAL RUSTIC ROADS DESIGNATION**

**VIRGINIA:** At the Pittsylvania County Board of Supervisors' ("Board") Business Meeting on Tuesday, May 19, 2020, in the Gallery Room of the Chatham Community Center, the following Resolution was presented and adopted:

**WHEREAS**, §33.2-332, Code of Virginia, 1950, as amended, permits the hard surfacing of certain unpaved roads deemed to qualify for designation as a Rural Rustic Road; and

**WHEREAS**, any such road must be located in a low-density development area and have no more than 1,500 vehicles per day; and

**WHEREAS**, the Pittsylvania County Board of Supervisors ("Board") desires to consider whether the following Routes should be designated a Rural Rustic Road:

- Rt. 618 (Farmers Road) from Rt. 606 to Rt. 640;
- Rt. 738 (Bailess Drive) from Rt. 640 to dead end;
- Rt. 1062 (Church Lane) from Rt. 659 to dead end;
- Rt. 656 (Wiles Road) from Rt. 713 to dead end;
- Rt. 609 (Brights Road) from 0.03 miles north of Rt. 757 to dead end;
- Rt. 607 (Robertson Road) from Rt. 668 to 0.5 miles south of Rt. 668;
- Rt. 995 (Happy Lane) from Rt. 903 to dead end;
- Rt. 698 (Stone Raod) from Rt. 57 to Rt. 640;
- Rt. 644 (Cooksburg Road) from Rt. 750 to 0.9 miles east of Rt. 750;
- Rt. 605 (Toshes Road) from Rt. 40 to Rt. 799;
- Rt. 605 (Toshes Road) from Rt. 778 to Rt. 772;
- Rt. 707 (Cox's Store Road) from Rt. 640 to Rt. 706;
- Rt. 886 (Gandy Road) from Rt. 687 to Rt. 649;
- Rt. 621 (Ed Hardy Road) from Rt. 875 to Rt. 862;
- Rt. 669 (Melon Road) from Rt. 603 to Halifax County line;
- Rt. 602 (Moons Road) from 0.56 miles south of Rt. 668 to Rt. 628;
- Rt. 793 (Cherrystone Lake Road) from Rt. 57 to Rt. 605;
- Rt. 774 (Darby Road) from Rt. 40 to Rt. 605;
- Rt. 601 (Hubbard Road) from Rt. 602 to 1.4 miles north of Rt. 602;
- Rt. 638 (Roark Mill Road) from Rt. 641 to 0.65 miles west of Rt. 641;
- Rt. 889 (Olivers Lane) from Rt. 713 to dead end;
- Rt. 741 (Friendly Drive) from north intersection of Rt. 782 to southern intersection of Rt. 782;
- Rt. 750 (Oxford Road) from 1 mile north of western intersection with Rt. 785 to 1.1 miles west of eastern intersection with Rt. 785; and
- Rt. 924 (Pocket Road) from 0.43 miles east of Rt. 638 to dead end; and

**WHEREAS**, the Board is unaware of pending development that will significantly affect the existing traffic on these roads; and

**WHEREAS**, the Board believes that these roads should be so designated due to their qualifying characteristics; and

**WHEREAS**, these roads are in the Board’s Six (6)-Year Plan for improvements to the secondary system of state highways.

**NOW, THEREFORE, BE IT RESOLVED**, the Board requests that these roads be hard surfaced and, to the fullest extent prudent, be improved within the existing right-of-way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the roads in their current state; and

**BE IT FURTHER RESOLVED** that a certified copy of this resolution be forwarded to the Virginia Department of Transportation Residency Administrator.

Given under my hand this 19<sup>th</sup> day of May, 2020.

**Recorded Vote:**

Moved By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Yeas: \_\_\_\_\_  
Nays: \_\_\_\_\_

**A Copy Teste:**

Signed: \_\_\_\_\_  
Printed Name: David M. Smitherman  
Title: Clerk

Attachment: 2020-05-01 Rural Rustics (2021 : Resolution # 2020-05-01 (VDOT Rural Rustic Roads Designation) (Staff Contact: Kaylyn M.



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Board Bylaws Section 1.6 (Board Benefits) Approval (Staff Contact: Kaylyn M. McCluster)		
<b>Staff Contact(s):</b>	Kaylyn M. McCluster		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	7.c
<b>Attachment(s):</b>	BOS Bylaws Benefits Edits 2020		
<b>Reviewed By:</b>	VH		

**SUMMARY:**

At its Meeting on May 12, 2020, the Board's Finance Committee unanimously recommended to the full Board the adoption of the attached revisions to Board Bylaw Section 1.6 (Board Benefits). This potential revision has been properly noticed as required by Board Bylaw Section 7.1 (Amendments and Adoptions).

**FINANCIAL IMPACT AND FUNDING SOURCE:**

Unknown at this time. Likely will reduce total Board travel reimbursement expenses.

**RECOMMENDATION:**

County Staff recommends the Board approve the revisions to Board Bylaws Section 1.6 (Board Benefits) as presented.

**MOTION:**

"I make a Motion approving the revisions to Board Bylaws Section 1.6 (Benefits) as presented."

**1.6. Board Benefits.** Board benefits shall be governed by §§ 15.2-1414.2 and/or 15.2-1414.3, Code of Virginia, 1950, as amended. Board benefits shall include all applicable fringe benefits available to other County employees, including health and dental insurance. Upon receipt of an itemized report by the Deputy Clerk, Board Members shall be reimbursed up to \$350.00 monthly for in-County travel while performing official duties related to their office. Board Members shall not receive dedicated internet service at their residence. Upon County separation, Board Members shall be able to purchase their assigned return all County-owned electronic devices for fair market value. ~~property in their possession upon County separation.~~



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Resolution # 2020-05-02 (Establishing Priorities for Future Adjustments Related to COVID-19 Impacts); (Staff Contact: Kaylyn M. McCluster)		
<b>Staff Contact(s):</b>	Kaylyn M. McCluster		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	7.d
<b>Attachment(s):</b>	2020-05-02 Establishing Priorities		
<b>Reviewed By:</b>	VH		

**SUMMARY:**

At its Meeting on May 12, 2020, the Board's Finance Committee unanimously recommended to the full Board the adoption of Resolution # 2020-05-02 (Establishing Priorities for Future Adjustments Related to COVID-19 Impacts), attached.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

Unknown currently. Likely will reduce total County expenses and promote orderly adjustments to the County's FY21 Budget due to COVID-19 unforeseen impacts.

**RECOMMENDATION:**

County Staff recommends the Board adopt Resolution # 2020-05-02 (Establishing Priorities for Future Adjustments Related to COVID-19 Impacts) as presented.

**MOTION:**

"I make a Motion adopting Resolution # 2020-05-02 (Establishing Priorities for Future Adjustments Related to COVID-19 Impacts) as presented."

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS  
RESOLUTION #2020-05-02**

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**ESTABLISHING PRIORITIES FOR FUTURE ADJUSTMENTS RELATED TO COVID-19 IMPACTS**

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**VIRGINIA:** At the Pittsylvania County Board of Supervisors Business Meeting on Tuesday, May 19, 2020, the following Resolution was presented and adopted:

**WHEREAS,** the COVID-19 Pandemic will negatively impact both the Commonwealth of Virginia and the Pittsylvania County, Virginia's ("County") FY21 Budgets; and

**WHEREAS,** considering the related COVID-19 Pandemic financial unknowns and uncertainties facing the County; and

**NOW, THEREFORE, BE IT RESOLVED,** that the Pittsylvania County Board of Supervisors ("Board") establishes the following COVID-19 Pandemic related financial imperatives:

- The Board encourages all County citizens to buy local and pledges that the County will continue to make buying local a priority;
- All capital funds are frozen until further notice;
- All new positions are frozen until further notice;
- All out-of-County travel is frozen until further notice, subject to County Administrator's approval;
- All hiring of non-essential positions is frozen until further notice, subject to County Administrator's approval
- The County Administrator will direct County Staff to propose departmental operational cost reductions;
- The County Administrator will direct County Staff to seek County Landfill revenue opportunities;
- Propose cost accounting to reimburse the General Fund for expenses allocated to supported funds; and
- If there is a reduction of State funds, there will be a corresponding reduction of associated services (*e.g.*, no unfunded mandates).

Given under my hand this 19<sup>th</sup> day of May, 2020.

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Robert ("Bob") W. Warren, Chairman  
Pittsylvania County Board of Supervisors

**ATTEST:**

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David M. Smitherman, Clerk  
Pittsylvania County Board of Supervisors



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Bays Landfill Disposal Contract Approval (Staff Contact: Richard N. Hicks)		
<b>Staff Contact(s):</b>	Richard N. Hicks		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	7.e
<b>Attachment(s):</b>	Draft Bays Contract		
<b>Reviewed By:</b>	RH		

**SUMMARY:**

In the Fall of 2019, the Board approved a trial period of accepting solid waste from Bays Trash Removal, Inc. ("Bays"). This solid waste originates in Bedford County, Virginia. Bays began bringing solid waste to the landfill on or about January 1, 2020. The arrangement has worked well for both Bays and the County. The rate during this trial period was at \$31/ton. County Staff has been negotiating with Bays for a long-term contract for this solid waste. County Staff is recommending a five (5)- year contract with Bays at a cost of \$30/ton (the "Bays Contract"). The estimate tonnage under this contract would be 15,000 tons per year, which would generate an additional \$450,000/year for the County. For your review and consideration, a copy of the proposed Bays Contract is attached.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

The Bays Contract would generate an additional \$450,000 per year for the County's Landfill Fund.

**RECOMMENDATION:**

County Staff recommends the Board authorize the County Administrator's execution of the attached Bays Contract as presented.

**MOTION:**

"I make a Motion authorizing the County Administrator's execution of the attached Bays Contract as presented."

**CONTRACT FOR MUNICIPAL SOLID WASTE DELIVERY AND DISPOSAL BETWEEN BAYS TRASH REMOVAL, INC., AND THE COUNTY OF PITTSYLVANIA, VIRGINIA**

This Contract for Municipal Solid Waste (“MSW”) Delivery and Disposal between Bays Trash Removal, Inc. (“Bays”), and the County of Pittsylvania, Virginia (“Pittsylvania”), a political subdivision of the Commonwealth of Virginia, is made and effective upon the last date of execution by the Parties contained below.

**WITNESSTH**

1. **PURPOSE.** The purpose of this Contract is to formally create mutually beneficial guidelines allowing MSW generated from the Town of Bedford, Virginia (“Bedford”), to be delivered and disposed at the Pittsylvania Dry Fork Landfill, Permit #571 (“Landfill”).

2. **BACKGROUND.** Bedford has limited permitted and constructed landfill capacity, with the projection of new capacity being unavailable for at least five (5) years. The County of Bedford, Virginia, anticipates the preparation of a financial evaluation soon to determine long-term solid waste management plans. Due to this shortage of landfill space, Bedford is seeking another landfill to dispose of its waste and is currently using Bays as its preferred hauler. Pittsylvania has significant permitted and constructed landfill capacity and is interested in increasing MSW tonnage to lower the per ton costs of operating and developing the Landfill.

3. **AUTHORIZED MSW FROM GENERATORS.** Per guidelines below, Pittsylvania accepts for disposal MSW originating directly from Bedford and/or Bays.

4. **TRANSPORTATION.** During this Contract’s Term(s), all MSW disposal transportation arrangements and costs/fees shall be borne by Bays.

5. **LANDFILL OPERATING PROCEDURES.** As Pittsylvania is the Landfill permittee, all Landfill Operating Procedures preside solely under Pittsylvania’s authority and management discretion.

6. **ACCOUNTS AND BILLING.** Prior to delivering MSW to the Landfill, Bays’ accounts must be approved and be maintained in good standing per Pittsylvania administrative procedures. Bays will receive monthly invoices with applicable tonnage fee transaction documentation. Bays’ accounts may be revoked at any time for non-payment of tipping fees, or other noncompliance concerning Landfill Operating Procedures.

7. **TIPPING FEES.** Pittsylvania retains sole authority for the establishment and periodic adjustment of tipping fees but will make reasonable effort to provide Bays a minimum ninety (90)-day written, advance notice. The tipping fee as of the Start of Operations is **THIRTY DOLLARS (\$30.00) PER TON.**

8. **MSW/OTHER WASTE ACCEPTANCE AND MANAGEMENT.** After approval of Bays’ account, MSW may be delivered to the Landfill per Pittsylvania Operating

Procedures to facilitate recycling, disposal, operating efficiency, and regulatory compliance. A Bays' request to dispose of special wastes (such as sludge, other industrial waste, or difficult to handle waste), requires lab test submission, other requested documentation, and written approval from Pittsylvania prior to delivery.

**9. LANDFILL MANAGEMENT.** Pittsylvania retains sole authority and responsibility for landfill operations, expansion, and other management decisions. Bays will comply with Pittsylvania management direction concerning weather impacts, equipment and personnel, MSW handling, and related regulations.

**10. REGULATORY COMPLIANCE.** Pittsylvania and Bays shall make all reasonable efforts to maintain regulatory compliance.

**11. TONNAGE LIMITS.** Bays' MSW tonnage deliveries to Pittsylvania are projected to be around 15,000 tons per year. Both parties will make reasonable efforts to provide a minimum one-hundred and eight (180)-days advance, written notice before making significant MSW tonnage adjustments under this Contract that might reasonably impact the other party.

**12. START OF OPERATIONS.** Bays started delivering MSW to the Landfill on or around January 1, 2020, under a trial basis as approved by the Pittsylvania County Board of Supervisors. Execution of this Contract by both parties will be the formal start date of this contract.

**13. CONTRACT TERM(S).** This Contract's term, effective upon its execution by both parties, is five (5) years. This Contract may be terminated by either party with one-hundred and eighty (180) day advanced, written notice. Subsequent terms may be added with the written, concurrence of both parties.

**14. DEFAULT.** In addition to any and all other rights a Party may have available according to law, if a Party defaults by failing to substantially perform any provision, term, or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other Party may terminate the Contract by providing written notice to the defaulting Party. This notice shall describe with enough detail the nature of the default. The Party receiving such notice shall have thirty (30) days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**15. FORCE MAJURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either Party's reasonable control ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm, or other similar occurrence, orders, or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, or work stoppages. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall

be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

16. **VENUE.** The legal venue for any litigation arising out of this Contract shall be the appropriate Court in the County of Pittsylvania, Virginia.

17. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement/contract, whether oral or written, concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements/contracts between the Parties.

18. **SURVIVAL CLAUSE.** If any provision of this Contract is held to be invalid or unenforceable for any reason, its remaining provisions will continue to be valid and enforceable. If a Court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

19. **AMENDMENT.** This Contract may be modified or amended in writing by mutual agreement of the Parties, if the writing is signed by the Party obligated under the amendment.

20. **CHOICE OF LAW.** This Contract shall be construed in accordance with the laws of the Commonwealth of Virginia.

21. **NOTICES.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth below, or to such other address as one (1) Party may have furnished to the other in writing.

Pittsylvania County Administration Office  
1 Center Street  
P. O. Box 423  
Chatham, Virginia 24531

Bays Trash Removal, Inc.  
122 East Main Street  
Suite 202  
Bedford, Virginia 24523

22. **WAIVER.** The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

23. **LEGAL FEES.** In any action arising hereunder, or any separate action pertaining to the validity of this Contract, each Party shall its own attorneys' fees, litigation fees, or other legal expenses.

24. **RULE OF CONSTRUCTION.** The rule requiring construction or interpretation against the drafter is waived. The Contract shall be deemed as if it were drafted by both Parties in a mutual effort.

25. **ASSIGNMENT.** No assignment of Bays' rights under this Contract shall be made without Pittsylvania's prior written consent. Moreover, this Contract shall inure to the benefit of, and shall bind the heirs, successors, and assigns (if allowed) of the Parties.

26. **INSURANCE REQUIREMENT.** At all times, Bays shall have appropriate insurance, at appropriate levels, on its equipment used during this Contract.

27. **LIABILITIES.** Bays agrees to indemnify and save harmless Pittsylvania, its officers, agents, employees, and volunteers from any and all losses, expenses, costs and claims, including, but not limited to, costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection Bays, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of this Contract. Nothing contained in this Contract shall be deemed to be a waiver of Pittsylvania's sovereign immunity.

**IN WITNESS WHEREOF,** the parties have caused this Contract to be duly executed intending to be bound thereby.

**COUNTY OF PITTSYLVANIA, VIRGINIA**

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

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

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

Title: \_\_\_\_\_

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

**BAYS TRASH REMOVAL, INC.**

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

Title: \_\_\_\_\_

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

Attachment: Draft Bays Contract (2019 : Bays Landfill Disposal Contract Approval (Staff Contact: Richard N. Hicks))



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Intent to Abandon VDOT Right-Of-Way/Length Corrections (Staff Contact: Richard N. Hicks)		
<b>Staff Contact(s):</b>	Richard N. Hicks		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	7.f
<b>Attachment(s):</b>	VDOT Road Distance Changes		
<b>Reviewed By:</b>	RH		

**SUMMARY:**

County Staff was recently contacted by the Virginia Department of Transportation (“VDOT”) regarding three (3) roads within Pittsylvania County, Virginia (“County”), where the actual length of the road does not match the official length on VDOT records. VDOT is requesting that the Board consider abandoning a small portion of reach road to make sure the records are accurate. The roads for the proposed abandonment are as follows: (1) Rt. 916, .20 miles to be abandoned; (2) Rt. 684 (Jay Bird Lane), .10 miles to be abandoned; and (3) Rt. 755 (Mercury Road), .21 miles to be abandoned. County Staff has determined that no public necessity exists for the continuation of the public right-of-ways on the properties. Accordingly, County Staff is requesting that the Board determine that no public necessity exists for the properties and authorize it to send a Notice of Intent to Abandon the same to the VDOT Commissioners, post notice of same for a thirty (30) day period, and run newspaper ads as required by Virginia Code § 33.2-909. If during said posting period no objections are received, County Staff will submit a Resolution at the Board’s June Business Meeting for potential Board adoption. If any objections are received, a request for a Public Hearing will be submitted at the Board’s June Business Meeting. For your review and consideration, a description of the proposed changes are attached.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

None.

**RECOMMENDATION:**

County Staff recommend the Board approve the attached Notice of Intent to Abandon and authorize County Staff to send a Notice of Intent to Abandon regarding the same to the VDOT Commissioner, post notice of same for thirty (30) day period, and run newspaper ads as required by Virginia Code §33.2-909.

**MOTION:**

“I make a Motion to determine that no public necessity exists for the above mentioned properties and do hereby authorize the County Staff to send a Notice of Intent to Abandon regarding the same to the VDOT Commissioner, post notice of same for thirty (30) day period, and run

newspaper ads as required by Virginia Code § 33.2-909.”

#4

Search Manage Reporting ICR Support Welcome COV\David.Shelton

Home ICR Search ICR Search Results ICR: SC-684N (Pittsylvania County) E&O ICR 09/26/2016

SC-684N (Pittsylvania County) E&O ICR 09/26/2016 ICR ID: 26458788

ICR Summary Attachments Comments Inventory Sections History

Name: SC-684N (Pittsylvania County) E&O ICR 09/26/2016	Created By: Donald.Harvey on 9/26/2016
Type: Errors and Omissions	Assigned Division: RIM OLU Editors on 9/3/2019
Status: Action Required	Assigned To: Lynne Lloyd on 9/3/2019
Review Required: No	UPC Code: No Data
Priority: No Data	Jurisdiction: No Data
Route: SC-684N (Pittsylvania County) - Jay Bird Lane	

Description: The length of rte. 684 is .40 miles from Rte. 938 to dead end per visual field inspection by Donald Harvey, not the .50 miles listed in RIMS...BC needs additional information before changes can be made. 09/28/2016 If the official length of the route does not match ground truth, an addition or abandonment may be necessary to correct it. Consult the Office of Land Use for confirmation of legal requirements.

Redline

Maint: Mt Airy

X P.H. Ch

\* County map shows .39 mi ~~.40~~  
BBB

- Abandonment of .10 m. lrs

Attachment: VDOT Road Distance Changes (2020 : Intent to Abandon VDOT Right-Of-Way/Length Corrections)

#6

Search Manage Reporting ICR Support

Welcome COV\David.Shelton

Home ICR Search ICR Search Results ICR: SC-916N (Pittsylvania County) E&O ICR 10/25/2016

SC-916N (Pittsylvania County) E&O ICR 10/25/2016

ICR ID: 26706832

ICR Summary Attachments Comments Inventory Sections History

Name: SC-916N (Pittsylvania County) E&O ICR 10/25/2016	Created By: Donald.Harvey on 10/25/2016
Type: Errors and Omissions	Assigned Division: RIM Field Editors on 11/8/2019
Status: Action Required	Assigned To: No Data
Review Required: No	UPC Code: No Data
Priority: Standard Priority	Jurisdiction: Pittsylvania, County of
Route: <u>SC-916N (Pittsylvania County)</u>	

Description: The length of 916 in Pittsylvania County is 2.326 from Rte. 640 to Rte. 604, this is what the UPC 17010. If the official length of the route does not match ground truth, an addition or abandonment may be necessary to correct it. Consult the Office of Land Use for confirmation of legal requirements.

[Redline](#)

P.H. city

~~2.326 miles~~

→ 2.28 city mpp

→ limits show 2.5 miles

\* Right of way book: 2.5 miles

\* Integrotec: 2.31 miles

\* measured 2.302

\* diff. .20 miles

- Abandonment of .20 miles

Attachment: VDOT Road Distance Changes (2020 : Intent to Abandon VDOT Right-Of-Way/Length Corrections)

#5

Search Manage Reporting ICR Support

Welcome COV\David.Shelton

Home ICR Search ICR Search Results ICR: SC-755E (Pittsylvania County) E&O ICR 11/29/2016

SC-755E (Pittsylvania County) E&O ICR 11/29/2016

ICR ID: 28989347

ICR Summary Attachments Comments Inventory Sections History

Name: SC-755E (Pittsylvania County) E&O ICR 11/29/2016	Created By: Donald Harvey on 11/29/2016
Type: Errors and Omissions	Assigned Division: RIM Field Editors on 11/8/2019
Status: Action Required	Assigned To: No Data
Review Required: No	UPC Code: 106280
Priority: Standard Priority	Jurisdiction: Pittsylvania, County of
Route: SC-755E (Pittsylvania County)	

Description: The length of Rte. 755 Mercury Road is 1.41 miles in length not the 1.60 miles listed in RIMS, per visual inspection by Donald Harvey. UPC 106280 was used as a Rural Rustic project this year. If the official length of the route does not match ground truth, an addition or abandonment may be necessary to correct it. Consult the Office of Land Use for confirmation of legal requirements.

Redline

\* P.H. City

\* diff +.21 miles in Zedegrotor

\* Rims shows 1.60 mi.

\* County map dated 1995. Shows 1.41 miles

\* County map dated 2001 Shows 1.41 miles

\* Right of way book shows 1.6 miles dated 1989

\* 1963 Pitt city map show 1.6 miles

- Abandonment of .21 miles

Attachment: VDOT Road Distance Changes (2020 : Intent to Abandon VDOT Right-Of-Way/Length Corrections)



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Resolution # 2020-05-03 (Cascade Fire Department Upgrade to Transport Agency) Approval (Staff Contact: Christopher C. Slemph)		
<b>Staff Contact(s):</b>	Christopher C. Slemph		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	7.g
<b>Attachment(s):</b>	2020-05-03 Cascade		
<b>Reviewed By:</b>			

**SUMMARY:**

Cascade Volunteer Fire Department (“Cascade”) has seen great improvement in its service to the community over the past twelve (12) months. Cascade is also an EMS first responder agency. Cascade appeared before the Fire and Rescue Commission (“Commission”) on April 28, 2020, and formally requested it be supported to move up to a transport agency to better serve the Cascade community. Cascade is also in the process of purchasing a used ambulance from Mount Cross, which is dropping back from a transport agency to a first responder agency. Dr. Boro, the Operational Medical Director for most of the County, is also in full support of this upgrade, if Cascade continues to maintain the high level of call coverage it has been providing. The Commission, by formal vote, supported this upgrade as well. The earliest this will occur is June 1, 2020. Resolution # 2020-05-03, attached, is needed from the Board to allow Cascade to apply for a transport agency license from the VA Office of EMS.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

This will have no additional financial impact to the County’s Budget. Adjustments will be made for Mount Cross down grading to first responder and Cascade moving up to a transport agency but will not require more funding to the line item. The County has no budgeted money for this change.

**RECOMMENDATION:**

County Staff recommends the Board adopt Resolution # 2020-05-03 presented.

**MOTION:**

“I make a Motion to adopt Resolution # 2020-05-03 as presented.”

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS  
RESOLUTION # 2020-05-03**

**CASCADE VOLUNTEER FIRE DEPARTMENT**

**VIRGINIA:** At the Pittsylvania County Board of Supervisors' ("Board") Business Meeting on Tuesday, May 19, 2020, in the Gallery Room of the Chatham Community Center, the following Resolution was presented and adopted:

**WHEREAS,** the Board desires to ensure County-wide Emergency Medical Services ("EMS"); and

**WHEREAS,** in furtherance of said goal, Cascade Volunteer Fire Department ("Cascade") desires to pursue an EMS license through the Virginia Office of EMS up to the level of Advanced Life Support Transport ("ALS"), with the ability to bill for services within a time frame that has not yet been established; and

**WHEREAS,** the Board acknowledges the compelling need for both non-ground and ground transport at the Basic Life Support ("BLS") and ALS levels to serve the County; and

**WHEREAS,** by enabling the formation and operation of an EMS non-ground and ground transport at the BLS and ALS levels, capability can be established and can be operational immediately; and

**WHEREAS,** the Board's Fire and Rescue Commission formally recommends Cascade's attempt to change its EMS status.

**NOW, THEREFORE, BE IT RESOLVED,** that the Board, via adoption of this Resolution, supports Cascade pursuit of an EMS license through the Virginia Office of EMS up to the level of ALS, with the ability to bill for services;

**NOW, BE IT FURTHER RESOLVED,** the Board recognizes that the operation of an EMS with both non-ground transport and ground transport at the BLS and ALS levels will enhance the County's EMS levels and further protect County citizens.

Given under my hand this 19<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Robert ("Bob") W. Warren, Chairman  
Pittsylvania County Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
David M. Smitherman, Clerk  
Pittsylvania County Board of Supervisors

Attachment: 2020-05-03 Cascade (2013 : Resolution # 2020-05-03 (Cascade Fire Department Upgrade to Transport Agency) Approval)



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Resolution # 2020-05-04 (Mount Cross Fire Department Step Down to First Responder) Approval (Staff Contact: Christopher C. Slemph)		
<b>Staff Contact(s):</b>	Christopher C. Slemph		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	7.h
<b>Attachment(s):</b>	2020-05-04 Mount Cross		
<b>Reviewed By:</b>	<i>CS</i>		

**SUMMARY:**

Recently, Mount Cross Fire and Rescue Department (“Mt. Cross”) decided to begin the process to step back to a first responder agency. Mt. Cross has had issues covering EMS transport calls and has determined that this status change will be in the best interests of County citizens and their Department. Dr. Boro, the Operational Medical Director for most of the County, and the County’s Fire and Rescue Commission also support Mt. Cross’s status change. To transition to a first responder license, Mt. Cross needs the Board to adopt Resolution # 2020-05-04, attached.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

None.

**RECOMMENDATION:**

County Staff recommends the Board approve Resolution # 2020-05-04 as presented.”

**MOTION:**

“I make a Motion to approve Resolution # 2020-05-04 as presented.”

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS  
RESOLUTION # 2020-05-04**

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**RESOLUTION IN SUPPORT OF MOUNT CROSS VOLUNTEER FIRE AND RESCUE  
DEPARTMENT STEPPING DOWN TO EMS FIRST RESPONDER**

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**VIRGINIA:** At the Pittsylvania County Board of Supervisors' ("Board") Business Meeting on Tuesday, May 19, 2020, in the Gallery Room of the Chatham Community Center, the following Resolution was presented and adopted:

**WHEREAS,** the Board wishes to ensure County-wide Emergency Medical Services ("EMS"); and

**WHEREAS,** Mount Cross Volunteer Fire and Rescue Department ("Mount Cross") desires to pursue stepping down to an EMS First Responder license through the Virginia Office of EMS, up to the level of Advanced Life Support ("ALS") as may be needed, and

**WHEREAS,** the Board acknowledges the compelling need for both non-ground and ground transport at the BLS and ALS levels to serve the County; and

**WHEREAS,** by enabling the formation and operation of an EMS non-transport agency at the Basic Life Support ("BLS") and ALS levels, capability can be established and can be operational immediately; and

**WHEREAS,** the Board's Fire and Rescue Commission formally recommends Mount Cross' attempt to change its EMS status.

**NOW, THEREFORE, BE IT RESOLVED,** that the Board, via the adoption of this Resolution, supports Mount Cross' stepping down to an EMS First Responder license through the Virginia Office of EMS; and

**NOW, BE IT FURTHER RESOLVED,** that the Board recognizes that Mount Cross' operation as an EMS, with first responder capability at the BLS and ALS levels, will greatly benefit the County's EMS needs and further protect County citizens.

Given under my hand this 19<sup>th</sup> day of May, 2020.

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Robert ("Bob") W. Warren, Chairman  
Pittsylvania County Board of Supervisors

**ATTEST:**

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David M. Smitherman, Clerk  
Pittsylvania County Board of Supervisors

Attachment: 2020-05-04 Mount Cross (2014 : Resolution # 2020-05-04 (Mount Cross Fire Department Step Down to First Responder) Approval)



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Transmittal of Support for Potential EMS Certification Standards Reduction to Fire and Rescue Commission for Board Recommendation Authorization (Staff Contact: Christopher C. Slemp)		
<b>Staff Contact(s):</b>	Christopher C. Slemp		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	7.i
<b>Attachment(s):</b>			
<b>Reviewed By:</b>	VH		

**SUMMARY:**

At its Meeting on May 12, 2020, the Legislative Committee unanimously recommended to the full Board to authorize County Staff to transmit the support for potential EMS certification standards reduction/relaxation in rural areas issue to the County's Fire and Rescue Commission for a recommendation to the Board.

**FINANANCIAL IMPACT AND FUNDING SOURCE:**

None.

**RECOMMENDATION:**

County Staff recommends the Board authorize it to transmit the support for potential EMS certification standards reduction/relaxation in rural areas issue to the County's Fire and Rescue Commission for a recommendation to the Board.

**MOTION:**

"I make a Motion authorizing County Staff's transmittal of the support for potential EMS certification standards reduction/relaxation in rural areas issue to the County's Fire and Rescue Commission for a recommendation to the Board."



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Potential Forest Harvesting Equipment Personal Property Tax Exemption PCC Revision Public Hearing Authorization (Staff Contact: J. Vaden Hunt, Esq.)		
<b>Staff Contact(s):</b>	J. Vaden Hunt, Esq.		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	7.j
<b>Attachment(s):</b>	Tax Exemptions Revised for Trees HB 1021 Forest		
<b>Reviewed By:</b>	<i>VH</i>		

**SUMMARY:**

The Virginia General Assembly recently passed HB 1021, attached, effective July 1, 2020, giving local governments the discretion to exempt from local personal property taxation “farm machinery and farm implements ..., which shall include equipment and machinery used for forest harvesting and silvicultural activities.” At the Board’s Legislative Committee (“LC”) Meeting on May 12, 2020, the LC unanimously recommended to the full Board that it authorize County Staff to advertise the attached potential revisions to Pittsylvania County Code § 6-3.1, Local County Tax Exemption, exempting from local personal property taxation “equipment and machinery used for forest harvesting and silvicultural activities.”

**FINANCIAL IMPACT AND FUNDING SOURCE:**

Cost of Public Hearing advertisement. If the PCC revision is adopted, the exact total loss of tax revenue unknown at this time, but expected to be annually approximately \$60,000.

**RECOMMENDATION:**

County Staff recommends the Board authorize County Staff to advertise the required Public Hearing to potentially revise PCC § 6-3.1 as presented.”

**MOTION:**

“I make a Motion authorizing County Staff to advertise the required Public Hearing to potentially revise PCC § 6-3.1 as presented.”

**PITTSYLVANIA COUNTY CODE**

**SEC. 6-3.1. LOCAL COUNTY TAX EXEMPTION.**

BE IT ORDAINED BY THE PITTSYLVANIA COUNTY BOARD OF SUPERVISORS PURSUANT TO SECTIONS 58-441.6 (g, 1) AND 58-441-49.3 OF THE CODE OF VIRGINIA, that the Code of Pittsylvania County, Section 6-3 is hereby, amended to include Section 6-3.1 as follows:

A. Effective December 1, 1981 and thereafter, artificial or propane gas, firewood, coal, or heating oil used for domestic consumption is hereby exempt from the one percent (1 %) local sales and use tax, pursuant to Sections 58-441.6 (g, 1) and 58-441-49.3 of the Code of Virginia, as amended. For the purpose of this ordinance domestic consumption shall mean the use of artificial or propane gas, firewood, coal, or heating oil by an individual purchaser for other than business, commercial, or industrial use as defined by the State Office of Taxation. This amendment is to take effect December 1, 1981 and thereafter until changed by a duly authorized ordinance. Adopted by the Board of Supervisors this 20th day of October, 1981. This ordinance was amended by the Board of Supervisors on November 19, 2002, July 5, 1971, and October 15, 2019.

B. BE IT ORDAINED that the below list of items be exempt from local personal property taxation:

- (1) Horses, mules, and other kindred animals,
- (2) Cattle
- (3) Sheep and goats
- (4) Hogs
- (5) Poultry
- (6) Grains and other feeds used or the nurture of farm animals.

(7) Grain: tobacco: wine produced by farm wineries as defined in § 4.1-100, Code of Virginia, 1950, as amended, and other agricultural products, as defined in § 3.2-6400, Code of Virginia, 1950 as amended, in the hands of a producer.

(8) Farm machinery other than the farm machinery described in subdivision 10, and farm implements, which shall include (i) equipment and machinery used by farm wineries as defined in § 4.1-100, Code of Virginia, 1950 as amended, in the production of wine: (ii) equipment and machinery used by a nursey as defined in § 3.2-3800, Code of Virginia, 1950, as amended, for the production of horticultural products; and (iii) any farm tractor as defined in § 46.2-100, Code of Virginia, 1950, as amended, regardless of whether such farm tractor is used exclusively for agricultural purposes.

(9) Equipment used by farmers or farm cooperatives qualifying under § 521 of the internal Revenue Code to manufacture industrial ethanol, provided that the materials from which the ethanol is derived consist primarily of farm products.

(10) Farm machinery designed solely for the planting, production, or harvesting of a single product or commodity.

(11) Farm machinery and farm implements, other than the farm machinery and farm implements described in subsections 8 and 10 above, which shall include equipment and machinery used for forest harvesting and silvicultural activities.

### C. Household Goods Exempt from Taxation

All household goods and personal effects as defined in Code of Virginia, § 58.1-3504, 1950, as amended, are hereby exempt from taxation, beginning on and after January 1, 2014.

1. Notwithstanding any provision of Code of Virginia, § 58.1-3503, 1950, as amended, household goods and personal effects are hereby defined as separate items of taxation and classified as follows:

A. Bicycles.

B. Household and kitchen furniture, including gold and silver plates, plated ware, watches and clocks, sewing machines, refrigerators, automatic refrigerating machinery of any type, vacuum cleaners and all other household machinery, books, firearms and weapons of all kinds.

C. Pianos, organs, and all other musical instruments; phonographs, record players, and records to be used therewith; and radio and television instruments and equipment.

D. Oil paintings, pictures, statuary, curios, articles of virtue and works of art.

E. Diamonds, cameos or other precious stones and all precious metals used as ornaments or jewelry.

F. Sporting and photographic equipment.

G. Clothing and objects of apparel.

H. Antique motor vehicles as defined in Code of Virginia, § 46.2-100, Code of Virginia, 1950, as amended, which may not be used for general transportation purposes.

I. All-terrain vehicles, mopeds, and off-road motorcycles as defined in Code of Virginia, § 46.2-100, 1950, as amended.

J. Electronic communications and processing devices and equipment, including but not limited to cell phones and tablet and personal computers, including peripheral equipment such as printers.

K. All other tangible personal property used by an individual or a family or household incident to maintaining an abode.

The classification above set forth shall apply only to such property owned and used by an individual or by a family or household primarily incident to maintaining an abode.

2. Notwithstanding any provision set forth above, household appliances in residential rental property used by an individual or by a family or household incident to maintaining an abode shall be deemed to be fixtures and shall be assessed as part of the real property in which they are located.

For purposes of this subsection, "household appliances" shall mean all major appliances customarily used in a residential home and which are the property of the owner of the real estate, including, without limitation, refrigerators, stoves, ranges, microwave ovens, dishwashers, trash compactors, clothes dryers, garbage disposals and air conditioning units.

**(B.S.M. 9/16/14); (B.S.M. 10/15/2019)**

# 2020 SESSION

## CHAPTER 251

An Act to amend and reenact §§ [58.1-3505](#) and [58.1-3506](#) of the Code of Virginia, relating to personal property tax; forest harvesting machinery and equipment.

[H 1021]

Approved March 10, 2020

Be it enacted by the General Assembly of Virginia:

1. That §§ [58.1-3505](#) and [58.1-3506](#) of the Code of Virginia are amended and reenacted as follows:

§ [58.1-3505](#). Classification of farm animals, certain grains, agricultural products, farm machinery, farm implements and equipment; governing body may exempt.

A. Farm animals, grains and other feeds used for the nurture of farm animals, agricultural products as defined in § [3.2-6400](#), farm machinery and farm implements are hereby defined as separate items of taxation and classified as follows:

1. Horses, mules and other kindred animals.
2. Cattle.
3. Sheep and goats.
4. Hogs.
5. Poultry.
6. Grains and other feeds used for the nurture of farm animals.
7. Grain; tobacco; wine produced by farm wineries as defined in § [4.1-100](#) and other agricultural products in the hands of a producer.
8. Farm machinery other than the farm machinery described in subdivision 10, and farm implements, which shall include (i) equipment and machinery used by farm wineries as defined in § [4.1-100](#) in the production of wine; (ii) equipment and machinery used by a nursery as defined in § [3.2-3800](#) for the production of horticultural products; and (iii) any farm tractor as defined in § [46.2-100](#), regardless of whether such farm tractor is used exclusively for agricultural purposes.
9. Equipment used by farmers or farm cooperatives qualifying under § 521 of the Internal Revenue Code to manufacture industrial ethanol, provided that the materials from which the ethanol is derived consist primarily of farm products.
10. Farm machinery designed solely for the planting, production or harvesting of a single product or commodity.

11. Privately owned trailers as defined in § [46.2-100](#) that are primarily used by farmers in their farming operations for the transportation of farm animals or other farm products as enumerated in subdivisions A 1 through A 7 of this section.

12. Motor vehicles that are used primarily for agricultural purposes, for which the owner is not required to obtain a registration certificate, license plate, and decal or pay a registration fee pursuant to § [46.2-665](#), [46.2-666](#), or [46.2-670](#).

13. Trucks or tractor trucks as defined in § [46.2-100](#), that are primarily used by farmers in their farming operations for the transportation of farm animals or other farm products as enumerated in subdivisions 1 through 7 or for the transport of farm-related machinery.

*14. Farm machinery and farm implements, other than the farm machinery and farm implements described in subdivisions 8 and 10, which shall include equipment and machinery used for forest harvesting and silvicultural activities.*

B. The governing body of any county, city or town may, by ordinance duly adopted, exempt in whole or in part from taxation, or provide a different rate of tax upon, all or any of the above classes of farm animals, grains and feeds used for the nurture of farm animals, farm vehicles, and farm machinery, implements or equipment set forth in subsection A.

C. Grain; tobacco; wine produced by farm wineries as defined in § [4.1-100](#); and other agricultural products, as defined in § [3.2-6400](#), shall be exempt from taxation under this chapter while in the hands of a producer.

§ [58.1-3506](#). Other classifications of tangible personal property for taxation.

A. The items of property set forth below are each declared to be a separate class of property and shall constitute a classification for local taxation separate from other classifications of tangible personal property provided in this chapter:

1. a. Boats or watercraft weighing five tons or more, not used solely for business purposes;

b. Boats or watercraft weighing less than five tons, not used solely for business purposes;

2. Aircraft having a maximum passenger seating capacity of no more than 50 that are owned and operated by scheduled air carriers operating under certificates of public convenience and necessity issued by the State Corporation Commission or the Civil Aeronautics Board;

3. Aircraft having a registered empty gross weight equal to or greater than 20,000 pounds that are not owned or operated by scheduled air carriers recognized under federal law, but not including any aircraft described in subdivision 4;

4. Aircraft that are (i) considered Warbirds, manufactured and intended for military use, excluding those manufactured after 1954, and (ii) used only for (a) exhibit or display to the general public and otherwise used for educational purposes (including such flights as are necessary for testing, maintaining, or preparing such aircraft for safe operation), or (b) airshow and flight demonstrations (including such flights necessary for testing, maintaining, or

preparing such aircraft for safe operation), shall constitute a new class of property. Such class of property shall not include any aircraft used for commercial purposes, including transportation and other services for a fee;

5. All other aircraft not included in ~~subdivisions A, B, C, or D~~ *subdivision 2, 3, or 4* and flight simulators;
6. Antique motor vehicles as defined in § [46.2-100](#) which may be used for general transportation purposes as provided in subsection C of § [46.2-730](#);
7. Tangible personal property used in a research and development business;
8. Heavy construction machinery not used for business purposes, including land movers, bulldozers, front-end loaders, graders, packers, power shovels, cranes, pile drivers, forest harvesting and silvicultural activity equipment *except as exempted under § [58.1-3505](#)*, and ditch and other types of diggers;
9. Generating equipment purchased after December 31, 1974, for the purpose of changing the energy source of a manufacturing plant from oil or natural gas to coal, wood, wood bark, wood residue, or any other alternative energy source for use in manufacturing and any cogeneration equipment purchased to achieve more efficient use of any energy source. Such generating equipment and cogeneration equipment shall include, without limitation, such equipment purchased by firms engaged in the business of generating electricity or steam, or both;
10. Vehicles without motive power, used or designed to be used as manufactured homes as defined in § [36-85.3](#);
11. Computer hardware used by businesses primarily engaged in providing data processing services to other nonrelated or nonaffiliated businesses;
12. Privately owned pleasure boats and watercraft, 18 feet and over, used for recreational purposes only;
13. Privately owned vans with a seating capacity of not less than seven nor more than 15 persons, including the driver, used exclusively pursuant to a ridesharing arrangement as defined in § [46.2-1400](#);
14. Motor vehicles specially equipped to provide transportation for physically handicapped individuals;
15. Motor vehicles (i) owned by members of a volunteer emergency medical services agency or a member of a volunteer fire department or (ii) leased by volunteer emergency medical services personnel or a member of a volunteer fire department if the volunteer is obligated by the terms of the lease to pay tangible personal property tax on the motor vehicle. One motor vehicle that is owned by each volunteer member who meets the definition of "emergency medical services personnel" in § [32.1-111.1](#) or volunteer fire department member, or leased by each volunteer member who meets the definition of "emergency medical services personnel" in § [32.1-111.1](#) or volunteer fire department member if the volunteer is obligated by the terms of the lease to pay tangible personal property tax on the motor vehicle, may be specially classified under this section, provided the volunteer regularly responds to emergency calls. The volunteer shall furnish the commissioner of revenue, or other assessing officer, with a certification by the chief of the volunteer emergency medical services agency or volunteer fire department, that the volunteer is an individual who meets the definition of "emergency medical services personnel" in § [32.1-111.1](#) or a member of the volunteer fire department who regularly responds to calls or regularly performs other duties for the emergency medical services agency or fire department, and the motor vehicle owned or leased by the volunteer is identified. The certification shall be submitted by January 31 of each year to the commissioner of revenue or other assessing officer; however, the commissioner of revenue or other assessing officer shall be authorized, in his

discretion, and for good cause shown and without fault on the part of the volunteer, to accept a certification after the January 31 deadline. In any county that prorates the assessment of tangible personal property pursuant to § [58.1-3516](#), a replacement vehicle may be certified and classified pursuant to this subsection when the vehicle certified as of the immediately prior January date is transferred during the tax year;

16. Motor vehicles (i) owned by auxiliary members of a volunteer emergency medical services agency or volunteer fire department or (ii) leased by auxiliary members of a volunteer emergency medical services agency or volunteer fire department if the auxiliary member is obligated by the terms of the lease to pay tangible personal property tax on the motor vehicle. One motor vehicle that is regularly used by each auxiliary volunteer fire department or emergency medical services agency member may be specially classified under this section. The auxiliary member shall furnish the commissioner of revenue, or other assessing officer, with a certification by the chief of the volunteer emergency medical services agency or volunteer fire department, that the volunteer is an auxiliary member of the volunteer emergency medical services agency or fire department who regularly performs duties for the emergency medical services agency or fire department, and the motor vehicle is identified as regularly used for such purpose; however, if a volunteer meets the definition of "emergency medical services personnel" in § [32.1-111.1](#) or volunteer fire department member and an auxiliary member are members of the same household, that household shall be allowed no more than two special classifications under this subdivision or subdivision 15. The certification shall be submitted by January 31 of each year to the commissioner of revenue or other assessing officer; however, the commissioner of revenue or other assessing officer shall be authorized, in his discretion, and for good cause shown and without fault on the part of the auxiliary member, to accept a certification after the January 31 deadline;

17. Motor vehicles owned by a nonprofit organization and used to deliver meals to homebound persons or provide transportation to senior or handicapped citizens in the community to carry out the purposes of the nonprofit organization;

18. Privately owned camping trailers as defined in § [46.2-100](#), and privately owned travel trailers as defined in § [46.2-1500](#), which are used for recreational purposes only, and privately owned trailers as defined in § [46.2-100](#), which are designed and used for the transportation of horses except those trailers described in subdivision A 11 of § [58.1-3505](#);

19. One motor vehicle owned and regularly used by a veteran who has either lost, or lost the use of, one or both legs, or an arm or a hand, or who is blind or who is permanently and totally disabled as certified by the Department of Veterans Services. In order to qualify, the veteran shall provide a written statement to the commissioner of revenue or other assessing officer from the Department of Veterans Services that the veteran has been so designated or classified by the Department of Veterans Services as to meet the requirements of this section, and that his disability is service-connected. For purposes of this section, a person is blind if he meets the provisions of § [46.2-100](#);

20. Motor vehicles (i) owned by persons who have been appointed to serve as auxiliary police officers pursuant to Article 3 (§ [15.2-1731](#) et seq.) of Chapter 17 of Title 15.2 or (ii) leased by persons who have been so appointed to serve as auxiliary police officers if the person is obligated by the terms of the lease to pay tangible personal property tax on the motor vehicle. One motor vehicle that is regularly used by each auxiliary police officer to respond to auxiliary police duties may be specially classified under this section. In order to qualify for such classification, any auxiliary police officer who applies for such classification shall identify the vehicle for which this classification is sought, and shall furnish the commissioner of revenue or other assessing officer with a certification from the governing body that has appointed such auxiliary police officer or from the official who has appointed such auxiliary officers. That certification shall state that the applicant is an auxiliary police officer who regularly uses a motor vehicle to respond to auxiliary police duties, and it shall state that the vehicle for which the classification is sought is the vehicle that is regularly used for that purpose. The certification shall be submitted by January 31 of each year to the

commissioner of revenue or other assessing officer; however, the commissioner of revenue or other assessing officer shall be authorized, in his discretion, and for good cause shown and without fault on the part of the member, to accept a certification after the January 31 deadline;

21. Until the first to occur of June 30, 2019, or the date that a special improvements tax is no longer levied under § [15.2-4607](#) on property within a Multicounty Transportation Improvement District created pursuant to Chapter 46 (§ [15.2-4600](#) et seq.) of Title 15.2, tangible personal property that is used in manufacturing, testing, or operating satellites within a Multicounty Transportation Improvement District, provided that such business personal property is put into service within the District on or after July 1, 1999;

22. Motor vehicles which use clean special fuels as defined in § [46.2-749.3](#), which shall not include any vehicle described in subdivision 38 or 40;

23. Wild or exotic animals kept for public exhibition in an indoor or outdoor facility that is properly licensed by the federal government, the Commonwealth, or both, and that is properly zoned for such use. "Wild animals" means any animals that are found in the wild, or in a wild state, within the boundaries of the United States, its territories or possessions. "Exotic animals" means any animals that are found in the wild, or in a wild state, and are native to a foreign country;

24. Furniture, office, and maintenance equipment, exclusive of motor vehicles, that are owned and used by an organization whose real property is assessed in accordance with § [58.1-3284.1](#) and that is used by that organization for the purpose of maintaining or using the open or common space within a residential development;

25. Motor vehicles, trailers, and semitrailers with a gross vehicle weight of 10,000 pounds or more used to transport property for hire by a motor carrier engaged in interstate commerce;

26. All tangible personal property employed in a trade or business other than that described in subdivisions A 1 through A 20, except for subdivision A 18, of § [58.1-3503](#);

27. Programmable computer equipment and peripherals employed in a trade or business;

28. Privately owned pleasure boats and watercraft, motorized and under 18 feet, used for recreational purposes only;

29. Privately owned pleasure boats and watercraft, nonmotorized and under 18 feet, used for recreational purposes only;

30. Privately owned motor homes as defined in § [46.2-100](#) that are used for recreational purposes only;

31. Tangible personal property used in the provision of Internet services. For purposes of this subdivision, "Internet service" means a service, including an Internet Web-hosting service, that enables users to access content, information, electronic mail, and the Internet as part of a package of services sold to customers;

32. Motor vehicles (i) owned by persons who serve as auxiliary, reserve, volunteer, or special deputy sheriffs or (ii) leased by persons who serve as auxiliary, reserve, volunteer, or special deputy sheriffs if the person is obligated by the terms of the lease to pay tangible personal property tax on the motor vehicle. For purposes of this subdivision, the term "auxiliary deputy sheriff" means auxiliary, reserve, volunteer, or special deputy sheriff. One motor vehicle that is regularly used by each auxiliary deputy sheriff to respond to auxiliary deputy sheriff duties may be specially classified

under this section. In order to qualify for such classification, any auxiliary deputy sheriff who applies for such classification shall identify the vehicle for which this classification is sought, and shall furnish the commissioner of revenue or other assessing officer with a certification from the governing body that has appointed such auxiliary deputy sheriff or from the official who has appointed such auxiliary deputy sheriff. That certification shall state that the applicant is an auxiliary deputy sheriff who regularly uses a motor vehicle to respond to such auxiliary duties, and it shall state that the vehicle for which the classification is sought is the vehicle that is regularly used for that purpose. The certification shall be submitted by January 31 of each year to the commissioner of revenue or other assessing officer; however, the commissioner of revenue or other assessing officer shall be authorized, in his discretion, and for good cause shown and without fault on the part of the member, to accept a certification after the January 31 deadline;

33. Forest harvesting and silvicultural activity equipment, *except as exempted under* § [58.1-3505](#);

34. Equipment used primarily for research, development, production, or provision of biotechnology for the purpose of developing or providing products or processes for specific commercial or public purposes, including medical, pharmaceutical, nutritional, and other health-related purposes; agricultural purposes; or environmental purposes but not for human cloning purposes as defined in § [32.1-162.21](#) or for products or purposes related to human embryo stem cells. For purposes of this section, biotechnology equipment means equipment directly used in activities associated with the science of living things;

35. Boats or watercraft weighing less than five tons, used for business purposes only;

36. Boats or watercraft weighing five tons or more, used for business purposes only;

37. Tangible personal property which is owned and operated by a service provider who is not a CMRS provider and is not licensed by the FCC used to provide, for a fee, wireless broadband Internet service. For purposes of this subdivision, "wireless broadband Internet service" means a service that enables customers to access, through a wireless connection at an upload or download bit rate of more than one megabyte per second, Internet service, as defined in § [58.1-602](#), as part of a package of services sold to customers;

38. Low-speed vehicles as defined in § [46.2-100](#);

39. Motor vehicles with a seating capacity of not less than 30 persons, including the driver;

40. Motor vehicles powered solely by electricity;

41. Tangible personal property designed and used primarily for the purpose of manufacturing a product from renewable energy as defined in § [56-576](#);

42. Motor vehicles leased by a county, city, town, or constitutional officer if the locality or constitutional officer is obligated by the terms of the lease to pay tangible personal property tax on the motor vehicle;

43. Computer equipment and peripherals used in a data center. For purposes of this subdivision, "data center" means a facility whose primary services are the storage, management, and processing of digital data and is used to house (i) computer and network systems, including associated components such as servers, network equipment and appliances, telecommunications, and data storage systems; (ii) systems for monitoring and managing infrastructure performance; (iii) equipment used for the transformation, transmission, distribution, or management of at least one megawatt of capacity of electrical power and cooling, including substations, uninterruptible power supply systems, all

electrical plant equipment, and associated air handlers; (iv) Internet-related equipment and services; (v) data communications connections; (vi) environmental controls; (vii) fire protection systems; and (viii) security systems and services;

44. Motor vehicles (i) owned by persons who serve as uniformed members of the Virginia Defense Force pursuant to Article 4.2 (§ [44-54.4](#) et seq.) of Chapter 1 of Title 44 or (ii) leased by persons who serve as uniformed members of the Virginia Defense Force pursuant to Article 4.2 (§ [44-54.4](#) et seq.) of Chapter 1 of Title 44 if the person is obligated by the terms of the lease to pay tangible personal property tax on the motor vehicle. One motor vehicle that is regularly used by a uniformed member of the Virginia Defense Force to respond to his official duties may be specially classified under this section. In order to qualify for such classification, any person who applies for such classification shall identify the vehicle for which the classification is sought and shall furnish to the commissioner of the revenue or other assessing officer a certification from the Adjutant General of the Department of Military Affairs under § [44-11](#). That certification shall state that (a) the applicant is a uniformed member of the Virginia Defense Force who regularly uses a motor vehicle to respond to his official duties, and (b) the vehicle for which the classification is sought is the vehicle that is regularly used for that purpose. The certification shall be submitted by January 31 of each year to the commissioner of the revenue or other assessing officer; however, the commissioner of revenue or other assessing officer shall be authorized, in his discretion, and for good cause shown and without fault on the part of the member, to accept a certification after the January 31 deadline;

45. If a locality has adopted an ordinance pursuant to subsection D of § [58.1-3703](#), tangible personal property of a business that qualifies under such ordinance for the first two tax years in which the business is subject to tax upon its personal property pursuant to this chapter. If a locality has not adopted such ordinance, this classification shall apply to the tangible personal property for such first two tax years of a business that otherwise meets the requirements of subsection D of § [58.1-3703](#);

46. Miscellaneous and incidental tangible personal property employed in a trade or business that is not classified as machinery and tools pursuant to Article 2 (§ [58.1-3507](#) et seq.), merchants' capital pursuant to Article 3 (§ [58.1-3509](#) et seq.), or short-term rental property pursuant to Article 3.1 (§ [58.1-3510.4](#) et seq.), and has an original cost of less than \$500. A county, city, or town shall allow a taxpayer to provide an aggregate estimate of the total cost of all such property owned by the taxpayer that qualifies under this subdivision, in lieu of a specific, itemized list; and

47. Commercial fishing vessels and property permanently attached to such vessels.

B. The governing body of any county, city or town may levy a tax on the property enumerated in subsection A at different rates from the tax levied on other tangible personal property. The rates of tax and the rates of assessment shall (i) for purposes of subdivisions A 1, 2, 3, 4, 5, 6, 8, 11 through 20, 22 through 24, and 26 through 47, not exceed that applicable to the general class of tangible personal property, (ii) for purposes of subdivisions A 7, 9, 21, and 25, not exceed that applicable to machinery and tools, and (iii) for purposes of subdivision A 10, equal that applicable to real property. If an item of personal property is included in multiple classifications under subsection A, then the rate of tax shall be the lowest rate assigned to such classifications.

C. Notwithstanding any other provision of this section, for any qualifying vehicle, as such term is defined in § [58.1-3523](#), (i) included in any separate class of property in subsection A and (ii) assessed for tangible personal property taxes by a county, city, or town receiving a payment from the Commonwealth under Chapter 35.1 (§ [58.1-3523](#) et seq.) for providing tangible personal property tax relief, the county, city, or town may levy the tangible personal property tax on such qualifying vehicle at a rate not to exceed the rates of tax and rates of assessment required under such chapter.



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Sheriff Memorandum of Agreement Approval (Staff Contact: Holly E. Stanfield)		
<b>Staff Contact(s):</b>	Holly E. Stanfield		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	7.k
<b>Attachment(s):</b>	2020 Sheriff's Office Memorandum of Agreement.docxFINAL		
<b>Reviewed By:</b>	VH		

**SUMMARY:**

At its Meeting on May 12, 2020, the Board's Finance Committee unanimously recommended to the full Board the approval of the attached Constitutional Officer Memorandum of Agreement between the County and the Sheriff ("Sheriff MOA").

**FINANCIAL IMPACT AND FUNDING SOURCE:**

Implementation of Springsted's Sheriff Office's Salary Study and other salary related items outlined in the MOA. Funds to cover Phase 1 of the Salary study is located in the contingency fund and will need approval to transfer funds to the Sheriff/Jail Departments.

**RECOMMENDATION:**

County Staff recommends the Board approve the Sheriff MOA as presented.

**MOTION:**

"I make a Motion to approve the Sheriff MOA as presented and approve the transfer of adequate funds to cover Phase 1 of the Salary study to the Sheriff/Jail Departments."

## CONSTITUTIONAL OFFICER MEMORANDUM OF AGREEMENT

This Constitutional Officer Memorandum of Agreement (“MOA”), made this 19<sup>th</sup> day of May, 2020, by and between the Pittsylvania County Board of Supervisors (“Board”), and the Michael W. Taylor, Pittsylvania County Sheriff (“Sheriff”); (individually “Party;” collectively “Parties”) recites and agrees with the following recitals:

### RECITALS

WHEREAS, in accordance with § 2.2-3008, Code of Virginia, 1950, as amended, employees and appointees of Constitutional Officers may be accepted in a local governing body’s Grievance Procedure or Personnel Plan, if agreed to by both Parties; and

WHEREAS, the employees/appointees receive salary allocations from the Commonwealth of Virginia’s Compensation Board (“VCB”) for themselves and some of their employees/appointees; and

WHEREAS, the Board currently funds out of local revenue, and without VCB funding, the salaries of some of the employees/appointees of the personnel of the Sheriff’s Office; and

WHEREAS, the employees/appointees desire that the Board supplement the salary allocations for themselves and those employees/appointees which are VCB funded, as permitted by law; and

WHEREAS, as permitted by law, the Board is willing to fund the salaries of the locally funded employees/appointees of the Sheriff and to supplement the funding allocated by the VCB for the salaries of those employees/appointees funded by the VCB in consideration of the employee/appointee agreeing to adopt and abide by certain of Pittsylvania County, Virginia’s (“County”) Human Resources Policies; and

WHEREAS, § 15.2-1605.1, Code of Virginia, 1950, as amended, permits the Sheriff and the Board to agree that the Board will supplement the salaries of the Sheriff and his/her employee/appointees; now, therefore:

### WITNESSETH

In consideration to the mutual covenants and promises contained herein, the Board and the Sheriff agree as follows:

1. The MOA’s term shall be effective, retroactively, on January 1, 2020, and end on December 31, 2023; and
2. The Board and the Sheriff shall be able to cancel/void this MOA at any time during the MOA’s Term, provided the moving Party provides the other Party at least a one-hundred and eighty (180) day written notice; and

3. Employees/Appointees of the Sheriff are appointed under § 15.2-1603, Code of Virginia, 1950, as amended, and shall be considered “at will” employees/appointees of the Sheriff regardless of whether the employee/appointee is locally funded or funded by the VCB; and

4. All Sheriff employees shall be appointed by the Sheriff. The Sheriff agrees to fully and completely adopt, follow, and be bound by the County’s Personnel Plan, except in the following areas: Section 2: Qualifications for Employment; Section 3: Appointments; Section 4: Classification of Positions (4.3 and 4.5); Section 5: Pay of Employees (5.5- 5.10); Section 7: Separations and Discipline; Section 15: Harassment; Section 16: Grievance Procedures; Section 19: Health and Safety (19.3-19.5); Section 24: Records Keeping and daily management of the office to include, Off-Duty Management; Rules of Conduct, and work schedules of employee/appointee; and

5. The Sheriff agrees to fully adopt, follow, and administer FMLA as outlined in the County’s Personnel Plan. The Board agrees that the Sheriff shall have sole discretionary authority to administer leave and employment status for eligible Sheriff employees who exhaust FMLA leave benefits, and may need additional leave beyond the FMLA twelve (12)-week entitlement period; and

6. Except as provided herein or required by law, the Sheriff does hereby adopt and agree that he/she and employees/appointees shall be under County’s Uniform Pay and Classification Plan; and

7. The Board agrees that, except as required by law, all employees/appointees of the Sheriff shall be classified, graded, and compensated (to include fringe benefits and overtime considerations) in conformance with the County’s Uniform Pay and Classification Plan to the extent required to meet the level of compensation accorded under the Plan; and

8. The Board will subject itself to the lawful appropriation of funds, and the supplement of said funds, appropriated by the VCB and obtainable grant funding; and

9. The Board agrees to supplement the salaries of the Sheriff’s Office in the amount determined by the Board after consultation with the Sheriff; and

10. The Board agrees that the Sheriff has sole authority over the employee/appointee’s increase/decrease in salary compensation and it shall be based upon a satisfactory annual evaluation that has been reviewed by both the employee’s Supervisor and the Sheriff. Increases will be determined by the Sheriff and subject to Board appropriation of funds for said merit increases; and

11. The Board agrees to continue to encourage retention of Sheriff’s employees/appointees by continuing to appropriate supplemental funding for educational achievements; and

12. The Board agrees that in the occurrence a present employee/appointee is being compensated at a rate not consistent with the County’s Uniform Pay and Classification Plan, the

Board will not decrease the employee/appointee’s compensation schedule; and future employees shall be paid in accordance with the County’s Uniform Pay and Classification Plan; and

13. The Sheriff acknowledges and agrees that, except as required by law, any increase in funding by the VCB to the Sheriff and/or his/her employees/appointees above the level of compensation set by the County’s Uniform Pay and Classification Plan shall be used to supplant County funding of the Sheriff and his/her employees/appointees’ salaries; and

14. To the extent that provisions of this MOA, any County Policy, or the County’s Uniform Pay and Classification Plan conflicts with any mandatory requirements established by the Commonwealth of Virginia, VCB, or the U.S. Department of Labor, the mandatory state or federal requirement shall control.

**IN WITNESS WHEREOF**, the Parties have caused this MOA to be duly executed intending to be bound thereby.

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS**

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

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

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

Title: \_\_\_\_\_

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

**PITTSYLVANIA COUNTY SHERIFF**

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

Title: \_\_\_\_\_

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



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Budget Amendments: (1) Pet Center; (2) WIA-WIOA Rapid Response- COVID 19 Grant; and (3) Solid Waste Enterprise Fund (Staff Contact: Kimberly G. Van Der Hyde)		
<b>Staff Contact(s):</b>	Kimberly G. Van Der Hyde		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	7.1
<b>Attachment(s):</b>	Area 17 RR COVID Award Packet 1981 Discussion		
<b>Reviewed By:</b>	VH		

**SUMMARY:**

**Pet Center Appropriation:**

(1) The Pet Center held a raffle to auction a lawn tractor in October 2019. A total of \$14,056.00 was collected from the sale of raffle tickets for this fundraiser. Of this amount, \$9,167.25 needs to be appropriated to the Pet Center budget (100-4-035110-5656) to cover the cost of the tractor.

(2) The Pet Center has received donations in the amount of \$300.00 to support the food pantry that is being utilized to help County families feed their animals during the COVID-19 Pandemic. These funds need to be appropriated to the Pet Center budget (100-4-035110-6002) to cover the cost of food that was purchased with these funds.

**WIA-WIOA Rapid Response COVID-19 Grant:**

The Workforce Investment Board recently received notification of a Grant Award in the amount of \$29,585 for the Virginia Rapid Response COVID-19 Business Support Initiative. This Grant is being utilized to provide layoff aversion funding to local businesses during the COVID-19 Pandemic.

**Solid Waste Enterprise Fund Appropriation:**

County Staff made a recommendation to the Board at their April 21, 2020, Meeting to appropriate a total of \$100,000 as outlined in last month's related Executive Summary. This appropriation could not be approved at that time because of the ten (10)-day holdover requirement and is now ready for Board approval.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

**Pet Center Appropriation:**

Funds being appropriated to the Pet Center Budget are donated funds from County citizens and require no additional local appropriation.

**WIA-WIOA Rapid Response COVID-19 Grant:**

This is a federal Grant that is being administered by the Virginia Community College System and does not require a local match.

**Solid Waste Enterprise Fund Appropriation:**

No additional local funds are required for this appropriation (*see* attached executive summary for more detail).

**RECOMMENDATION:**

County Staff recommends the Board appropriate a total of \$9,467.25 to the Pet Center Budget, appropriate a total of \$29,585 to the WIA Budget for the Rapid Response COVID-19 Grant, (Fund 251) and appropriate a total of \$100,000 to the Solid Waste Enterprise Fund (Fund 520).

**MOTION:**

“I make a Motion to appropriate a total of \$9,467.25 to the Pet Center Budget, \$29,585 to the WIA Fund, and \$100,000 to the Solid Waste Enterprise Fund (Fund 520).”

March 20, 2020

Robert Warren, Chairman  
Pittsylvania County Board of Supervisors  
39 Bank St,  
P.O. Box 426  
Chatham, VA 24531

Dear Chairman Warren:

Enclosed is a Workforce Innovation and Opportunity Act (WIOA) Notice of Obligation (NOO) authorizing your Local Workforce Development Area (LWDA) to provide layoff aversion funding to local businesses during the COVID-19 national emergency in accordance with the attached guidelines.

This grant award is released per the governor's press release dated March 17, 2020, titled Governor Northam Announces New Measures to Combat COVID-19 and Support Impacted Virginians. The attached document, titled Additional Assistance Funding, provides the guidance for implementing this award.

To accept the award, the attached NOO should be signed by the grant recipient and returned to [wdslocalarea@vccs.edu](mailto:wdslocalarea@vccs.edu).

The VCCS is the state administrative entity, grant recipient, and fiscal agent for Workforce Innovation and Opportunity Act (WIOA) Title I funds. The VCCS WIOA Title I Director of Administration and Compliance provides the oversight for this agreement and directs the implementation and administration of this grant. As the pass-through entity for WIOA funds, the VCCS is utilizing its DOL approved 24.8% indirect cost rate.

The period of performance for this award is March 1, 2020 through August 31, 2020. This is a cost reimbursable grant. Indirect costs and equipment purchase (goods at a cost of \$5,000 or more per item) are not allowable in this grant. VCCS will provide a Rapid Response Request for Reimbursement form which must be submitted monthly along with a performance report that will outline the activities that were completed with the federal funds. The request for reimbursement and monthly performance report must be completed within 20 days following the end of each month.

Closeout of the award will occur 45 days following the end of the performance period, or no later than October 15, 2020.

If you have any questions, please do not hesitate to contact Andrea Glaze, at (804) 819-5393 or [aglaze@vccs.edu](mailto:aglaze@vccs.edu).

Sincerely,



George Taratsas  
Director, WIOA Title I Administration and Compliance

Enclosures:

Notice of Obligation

Virginia COVID Layoff Guidance

Employer Information Form Virginia Rapid Response COVID-19 Business Support Initiative

Budget Template

Rapid Response Grant Narrative Template

cc: West Piedmont Workforce Development Board  
Pittsylvania County Director of Finance

Attachment: Area 17 RR COVID Award Packet (2018 : Budget Amendments (Staff Contact: Kimberly G. Van Der Hyde))

**VIRGINIA COMMUNITY COLLEGE SYSTEM**  
Arboretum III - 300 Arboretum Place, Third Floor, Suite 200  
Richmond, Virginia 23236

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

ISSUED BY: U. S. DEPARTMENT OF LABOR, EMPLOYMENT AND TRAINING ADMINISTRATION  
PASS-THROUGH ENTITY: VIRGINIA COMMUNITY COLLEGE SYSTEM

ISSUED DATE: June 4, 2019  
Grant Number: AA-332060-19-55-A-51

**NOTICE OF OBLIGATION**

**Virginia Rapid Response COVID-19 Business Support Initiative**  
Period of Performance: March 1, 2020-August 31, 2020

Subrecipient: **Pittsylvania County**  
DUNS #: **074744467**

NOO No.: **RR COVID 17-19-01**  
Effective Date: **3/1/20**  
Program Code: **2700**

<u>CFDA</u>	<u>Fund Type</u>	<u>Amount</u>
17.278	WIOA Rapid Response	<u>29,585</u>

This Notice of Obligation awards U.S. Department of Labor Workforce Innovation and Opportunity Act (WIOA) funds to undertake activities in response to the COVID19 crisis in accordance with the attached guidelines.

The subrecipient must adhere to PY 19 WIOA Terms and Conditions, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 Code of Federal Regulations (CFR) Part 200, and U.S. Department of Labor exceptions codified at 2 CFR Part 2900.

**By my signature, I accept the Terms and Conditions of this subaward and agree to use the funds as outlined.**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Approved by**  
**George Taratsas**  
Director WIOA Title I Administration and Compliance  
Academic and Workforce Programs  
(804) 819-5387

\_\_\_\_\_  
**Date**

cc: **West Piedmont Workforce Development Board**  
**Pittsylvania County/Director of Finance**

Attachment: Area 17 RR COVID Award Packet (2018 : Budget Amendments (Staff Contact: Kimberly G. Van Der Hyde))

## Additional Assistance Funding

### Guidance Related to the Governor’s Press Release dated March 17, 2020, titled Governor Northam Announces New Measures to Combat COVID-19 and Support Impacted Virginians, which included support for Impacted Employers

The Governor is authorizing rapid response funding, through the Workforce Innovation and Opportunity Act, for employers eligible to remain open during this emergency. Funds may be used to clean facilities and support emergency needs.

Layoff aversion strategies and activities are designed to prevent, or minimize the duration of, unemployment resulting from layoffs due to COVID-19.

Each local workforce development area, and each business and employee within it, will be affected in different ways – the Governor’s Chief Workforce Development Advisor is committed to the following:

- Providing general guidance and examples intended to stimulate creative strategies and solutions at the State and local areas;
- Providing specific references and resources when available; and
- Reviewing requests for layoff aversion projects in a timely manner, with an open willingness to consider and explore innovative approaches to meeting your community’s needs.

**Funding Available:** \$1,500,000 Allocated to Local Workforce Development Area (LWDA) Grant Recipients of Workforce Innovation and Opportunity Act (WIOA) Title I Formula Funds and administered by the Local Workforce Development Board (LWDB)

**Basis of Allocation:** Allocation will be issued proportionate to each LWDA’s working age population in the Commonwealth of Virginia; see below for individual area allocations

Workforce Region	Year	Labor Force	% of Total	Dollar Amount
Alexandria/Arlington (LWDA XII)	2019	257,493.09	6%	\$ 87,6
Bay Consortium (LWDA XIII)	2019	256,597.91	6%	\$ 87,3
Capital Region Workforce Partnership (LWDA IX)	2019	592,045.45	13%	\$ 201,4
Crater Area (LWDA XV)	2019	75,486.73	2%	\$ 25,6
Greater Peninsula (LWDA XIV)	2019	257,964.27	6%	\$ 87,7
Hampton Roads (LWDA XVI)	2019	593,210.55	13%	\$ 201,8
New River/Mt. Rogers (LWDA II)	2019	180,030.73	4%	\$ 61,2
Northern Virginia (LWDA XI)	2019	1,164,345.64	26%	\$ 396,2
Piedmont Workforce Network (LWDA VI)	2019	225,480.55	5%	\$ 76,7
Region 2000/Central VA (LWDA VII)	2019	124,373.82	3%	\$ 42,3
Shenandoah Valley (LWDA IV)	2019	273,502.82	6%	\$ 93,0

South Central (LWDA VIII)	2019	80,416.00	2% \$	27,3
Southwestern Virginia (LWDA I)	2019	71,429.82	2% \$	24,3
West Piedmont (LWDA XVII)	2019	86,944.45	2% \$	29,5
Western Virginia (LWDA III)	2019	168,838.73	4% \$	57,4
			\$	<b>1,500,0</b>

**Data source:** Most recent LMI "labforce" dataset; Filtered to Workforce Region as area type; Filtered to 2019; Averaged the monthly values (since annual not present)

**Source of Funds:** Governor’s WIOA Title I Rapid Response Reserve

**Period of Availability:** March 1, 2020, to August 31, 2020

State and federal resources and regulations

- [TEGL 19-16](#) (particularly pages 26-27)
- [20 CFR 682.320](#)
- VBWD 403-02: Rapid Response Activities: Layoff Aversion Assistance: <https://virginiacareerworks.com/wp-content/uploads/Policy-403-02-Rapid-Response-Final.pdf>

General Guidance and “Innovative” Initiatives

In addition to being designed to mitigate or minimize potential job losses, the most important aspect of a proposed layoff aversion project is that it is *intentional*. That is, it includes a deliberate, planned strategy with expected outcomes.

When additional assistance funds are limited, priority must be given to layoff aversion projects that

- Support a local area’s targeted sectors, and, where possible,
- Make use of other funding sources and leveraged resources.

A form will be provided on March 19<sup>th</sup>, 2020, to each LWDB Director for reporting the layoff aversion project each LWDA proposes to implement (see examples below). The project should be designed in consultation with, and have the support of, the local elected officials. The form will contain instructions for submission.

Examples of layoff aversion projects that use innovative strategies to address COVID-19-related effects on small businesses (250 or fewer employees) and workers include:

- A small business needs their employees to be at work, on site, but cannot afford frequent deep cleaning to help prevent potential exposure to COVID-19. **Layoff aversion funds could be used to pay for a cleaning/sanitization service.**
- A small business whose employees use specific software or computer applications asks their employees to work from home/remotely in order to support social distancing and limit potential exposure to COVID-19. **Layoff aversion funding could**

Attachment: Area 17 RR COVID Award Packet (2018 : Budget Amendments (Staff Contact: Kimberly G. Van Der Hyde)

**be used to purchase the software/programs that the employee would need to use from home to support their work.**

- A call center environment needs to have their employees work from home/remotely in order to support social distancing and limit potential exposure to COVID-19. **Layoff aversion funding could be used to purchase remote access supplies, including laptop computers and/or smart phones, which the employee would need to use from home to support their work.**

**LWDBs must complete an agreement with each employer to describe the project deliverables, and outcomes.**

\*Note: Layoff aversion funds can always be used to support innovative approaches and strategies; other business/employee needs could be substituted for COVID-19-related language in the examples above.

*(From [TEGL 19-16](#), emphasis added) "...the regulations require that states and local areas have the capability to conduct layoff aversion; however, it is left to the discretion of the operators of Rapid Response programs to determine which strategies and activities are applicable in a given situation, based upon specific needs, policies, and procedures within the state and operating areas. In this way the regulations permit state and local rapid response operators the flexibility to meet the requirements of WIOA based on the specific needs of the companies and workers being served and the particular characteristics of each event, while ensuring that valuable and important solutions are delivered whenever possible. We encourage state and local rapid response teams to develop strategies that maximize the ability to deploy the appropriate layoff aversion solutions for the challenges they face.)*

If you have questions about potential layoff aversion projects, please contact Randy Stamper at [rstamper@vccs.edu](mailto:rstamper@vccs.edu) or 804-819-4691.



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Solid Waste Enterprise Fund Appropriation (Requires 10-day Holdover); (Staff Contact: Kimberly G. Van Der Hyde)		
<b>Staff Contact(s):</b>	Kimbelry G. Van Der Hyde		
<b>Agenda Date:</b>	April 21, 2020	<b>Item Number:</b>	7.q
<b>Attachment(s):</b>			
<b>Reviewed By:</b>	KH		

**SUMMARY:**

After carefully reviewing the financial reports for the County's 3<sup>rd</sup> Quarter, it is necessary to appropriate additional funds to the Solid Waste Enterprise Fund. When the FY2020 County Budget was adopted, County Staff was not fully aware that it would be accepting outside garbage at the County's Landfill in this fiscal Year; therefore, County Staff did not originally include the funds that would be generated from this new endeavor. In addition, there have been some additional costs that have been incurred because of the increased Landfill traffic. The cost of gravel and additional maintenance on equipment has become necessary.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

The County will be earning approximately \$100,000 more in revenue from the acceptance of outside trash from Bays Trash Removal, Henry County, and Precision Pipeline. These additional funds need to be appropriated to cover costs associated with Solid Waste's collections and disposal.

**RECOMMENDATION:**

County Staff recommends the Board approve an appropriation of \$100,000 to the FY2020 Solid Waste Enterprise Fund Budget to cover operating costs associated with the County's Solid Waste operation.

**MOTION:**

"I make a Motion to appropriate a total of \$100,000 to the FY2020 Solid Waste Enterprise Fund Budget to cover additional costs associated with County Solid Waste." *(This motion requires a 10-day holdover before a vote can be taken. It will be placed for action on the Od Business Agenda of the Board's May Business Meeting.)*



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	PCSA Auditing Services Amendment Approval (Staff Contact: Kimberly G. Van Der Hyde)		
<b>Staff Contact(s):</b>	Kimberly G. Van Der Hyde		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	7.m
<b>Attachment(s):</b>	Pittsylvania Contract Amendment - Service Authority		
<b>Reviewed By:</b>	VH		

**SUMMARY:**

The Pittsylvania County Service Authority (“PCSA”) recently voted to change its accounting period from a calendar year to a fiscal year to mirror the County’s accounting period. As a component unit of the County, the PCSA’s accounting information is contained in the County’s Comprehensive Annual Financial Report (“CAFR”). Therefore, this change is necessary so accounting information contained in the County’s CAFR is comparative. Robinson, Farmer, Cox Associates (“RFC”) has amended its contract to include an audit for the PCSA. For your review and consideration, said RFC Contract Amendment is attached.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

Funding for this audit will be provided from the PCSA’s Operational Budget.

**RECOMMENDATION:**

County Staff recommends that the Board authorize the County Administrator’s execution of the attached RFC Contract Amendment as presented.

**MOTION:**

“I make a Motion authorizing the County Administrator’s execution of the attached RFC Contract Amendment as presented.”

**COUNTY OF PITTSYLVANIA, VIRGINIA**  
**CONTRACT MODIFICATION AGREEMENT**

**DATE:** April 29, 2020  
**ORIGINAL CONTRACT:** Contract for Audit Services dated April 22, 2020.  
**ISSUED BY:** County of Pittsylvania, Virginia  
**CONTRACTOR:** Robinson, Farmer, Cox Associates

This Supplemental Agreement is entered into pursuant to the provisions of the original contract.

**DESCRIPTION OF MODIFICATION:**

The County and Contractor wish to extend the entities included in the original contract, as allowed under paragraph 13 of the original contract, with the following fees:

<b>Component Unit - Service Authority Audit</b>	
Audit Fee for 6 Months Ended 6/30/2020:	\$12,000
Audit Fee for FY 2021:	\$ 9,000
Audit Fee for FY 2022:	\$ 9,270

Except as provided herein, all terms and conditions of the original contract for audit services remain unchanged and in full force and effect.

**CONTRACTOR:**  
By:   
Name: Scott Wickham, CPA, CFE  
Title: Member

**COUNTY:**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attachment: Pittsylvania Contract Amendment - Service Authority (2023 : PCSA Auditing Services Amendment Approval Ratification)



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Sheriff COVID-10 Grant Submission Authority (Staff Contact: Sheriff Mike W. Taylor)		
<b>Staff Contact(s):</b>	Sheriff Taylor		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	7.n
<b>Attachment(s):</b>	Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation		
<b>Reviewed By:</b>			

**SUMMARY:**

The Coronavirus Emergency Supplemental Funding (“CESF”) Program, a Grant opportunity, will provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus (“COVID-19”). Funds awarded under the CESF must be utilized to prevent, prepare for, and respond to COVID-19. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers. Attached is further CESF documentation.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

As evinced by the attached documentation, CESF does not require a local match.

**RECOMMENDATION:**

County Staff recommends the Board authorize the County’s Sheriff to submit a CESF Grant Application.

**MOTION:**

“I make a Motion to authorize the County’s Sheriff to submit a CESF Grant Application.”

OMB No. 1121-0329  
Approval Expires 11/30/2020

**U.S. Department of Justice**  
Office of Justice Programs  
Bureau of Justice Assistance




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## Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation

CFDA #16.034

**Solicitation Release Date: March 30, 2020**

**Application Deadline: 11:59 p.m. eastern time on May 29, 2020**

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for the Coronavirus Emergency Supplemental Funding Program.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

### Eligibility

The following entities are eligible to apply:

- States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the Fiscal Year (FY) 2019 State and Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program are eligible to apply under the Coronavirus Emergency Supplemental Funding (CESF) Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

The eligible allocations for the FY 2020 CESF Program can be found at:  
<https://bj.a.ojp.gov/program/fy20-cesf-allocations>.

For the purposes of the CESF Program, please note the following:

- The term “states” includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa. (Throughout this solicitation, each reference to a “state” or “states” includes all 56 jurisdictions.)

- The term “units of local government” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state, or a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.
- All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

### Contact information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888–549–9901, option 3, or via email at [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov). The GMS Support Hotline operates 24 hours a day, 7 days a week, including federal holidays

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the NCJRS Response Center contact identified below **within 24 hours after the application deadline** to request approval to submit its application after the deadline. Additional information on reporting technical issues appears under “Experiencing Unforeseen GMS Technical Issues” in the **How to Apply (GMS)** section in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1–800–851–3420; via TTY at 301–240–6310 (hearing impaired only); by email at [grants@ncjrs.gov](mailto:grants@ncjrs.gov); by fax to 301–240–5830; or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

### Post-Award Legal Requirements Notice

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

### Deadline details

Applicants must register in GMS at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. All registrations and applications are due by 11:59 p.m. eastern time May 29, 2020.

For additional information, see the “How to Apply (GMS)” section in the [OJP Grant Application Resource Guide](#).

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# Coronavirus Emergency Supplemental Funding Program Solicitation CFDA # 16.034

## A. Program Description

### Overview

The Coronavirus Emergency Supplemental Funding (CESF) Program will provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus.

**Statutory Authority:** The CESF Program is authorized by Division B of H.R. 748, Pub. L. No. 116-136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C.

### Permissible uses of Funds

Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Expenditures which require prior approval – There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide; however, the following items should be identified during application and appropriately justified as noted:

- **Individual items costing \$500,000 or more** – if the recipient intends to purchase an individual item that costs \$500,000 or more, those item(s) should be identified and thoroughly justified by the grantee and receive written prior approval from BJA post-award through the submission and approval of a Grant Adjustment Notice (GAN). Costs must be reasonable to receive approval.
- **Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV)** – if the recipient requests to purchase an UAS, UA, and/or UAV, Federal Aviation Administration approval must be obtained as outlined here: [https://www.faa.gov/news/fact\\_sheets/news\\_story.cfm?newsId=22615](https://www.faa.gov/news/fact_sheets/news_story.cfm?newsId=22615). Documentation related to these purchases should be included with the application or the applicant must receive written prior approval from BJA post-award through the submission and approval of a GAN.

Draw-down – Consistent with the CESF Program's purposes, which involve assistance in responding to the present national emergency in connection with the coronavirus, OJP has determined that eligible states (or State Administering Agencies) or units of local government may draw down funds either in advance or on a reimbursable basis. To draw down in advance, funds must be placed in an interest-bearing account, unless one of the exceptions

in 2 C.F.R. § 200.305(b)(8) apply. This interest-bearing account must be dedicated specifically for the CESF Program award, and funds from other awards or sources may not be commingled with the funds in the account established for the CESF Program award. It is not necessary that the interest-bearing account be a “trust fund.” For additional information, see [2 C.F.R. § 200.305](#).

**Prohibition of supplanting** – Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

**Limitation on direct administrative costs** – Funds may not be used for direct administrative costs that exceed 10 percent of the total award amount.

## B. Federal Award Information

Maximum number of awards BJA expects to make	1,873
Period of performance start date	January 20, 2020
Period of performance duration	2 years

Recipients have the option to request a one-time, up to 12-month extension. The extension must be requested via GMS no fewer than 30 days prior to the end of the performance period.

The expected eligible allocations for the FY 2020 CESF Program can be found at: <https://bja.ojp.gov/program/fy20-cesf-allocations>.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

### Type of Award<sup>1</sup>

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for additional information.

### Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements<sup>2</sup> as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

### Budget Information

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the OJP Grant Application Resource Guide.

<sup>1</sup> For purposes of this solicitation, the phrase “pass-through entity” includes any recipient or subrecipient that provides a subaward (“subgrant”) to carry out part of the funded award or program.

<sup>2</sup> The “Part 200 Uniform Requirements” means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

**Cost Sharing or Match Requirement**

The CESF Program does not require a match.

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Pre-agreement Costs \(also known as Pre-award Costs\)](#)

[Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs](#)

[Costs Associated with Language Assistance](#) (if applicable)

**C. Eligibility Information**

For eligibility information, see the title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

**D. Application and Submission Information****What an Application Should Include**

See the “Application Elements and Formatting Instructions” section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the “Application Elements and Formatting Instructions” section of the OJP Grant Application Resource Guide by **not** incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not “[proceeding] to peer review”). The solicitation further expressly modifies the “Application Attachments” section of the OJP Grant Application Resource Guide by **not** incorporating the “Applicant Disclosure of Pending Applications,” “Applicant Disclosure and Justification – DOJ High Risk Grantees,” and “Research and Evaluation Independence and Integrity” provisions.)

**1. Application for Federal Assistance (Standard Form (SF)-424)**

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

**Intergovernmental Review:** This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website:

[https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc\\_1\\_16\\_2020.pdf](https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc_1_16_2020.pdf)

If the applicant’s state appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the state’s process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: “Program is subject to E.O. 12372, but has not been selected by the State for review.”)

**2. Program Narrative**

Describe the specific coronavirus prevention, preparation, and/or response efforts that will be addressed with this funding and include a summary of the types of projects or items that will be funded over the 2-year grant period.

**3. Budget Information and Associated Documentation**

Please note that the budget narrative should include a full description of all costs, including administrative costs or indirect costs (if applicable).

See the Budget Preparation and Submission Information section of the [OJP Grant Application Resource Guide](#) for details on the Budget Detail Worksheet, and on budget information and associated documentation, such as information on proposed subawards, proposed procurement contracts under awards, and pre-agreement costs.

**This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Information on proposed subawards” provision in the “Budget Preparation and Submission Information” section of the OJP Grant Application Resource Guide.** Specifically, OJP is suspending the requirements for CESF grant recipients to receive prior approval (either at the time of award or through a Grant Adjustment Notice) before making subawards.

For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

**Please see the OJP Grant Application Resource Guide for information on the following:**

**4. Indirect Cost Rate Agreement (if applicable)**

See the Budget Preparation and Submission Information section of the OJP Grant Application Resource Guide for information.

**5. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high risk status)****6. Disclosure of Lobbying Activities****How to Apply**

An applicant must submit its application through [GMS](#), which provides support for the application, award, and management of awards at OJP. Find information, registration, and submission steps on how to apply in GMS in response to this solicitation under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

**E. Application Review Information****Review Process**

BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the

integrity and performance system accessible through the System for Award Management (SAM) (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

**Important note on FAPIIS:** An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

## F. Federal Award Administration Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

### [Federal Award Notices](#)

#### [Administrative, National Policy, and Other Legal Requirements](#)

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

In addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

### [Information Technology \(IT\) Security Clauses](#)

#### **General Information about** [Post-Federal Award Reporting Requirements](#)

Any recipient of an award under this solicitation will be required to submit the following reports and data:

**Required reports.** Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements.

OJP may restrict access to award funds if a recipient of an OJP award fails to report in a timely manner.

## G. Federal Awarding Agency Contact(s)

For OJP contact(s), see page 2 of this solicitation.

For contact information for GMS, see page 2.

## H. Other Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Freedom of Information and Privacy Act \(5 U.S.C. 552 and 5 U.S.C. 552a\)](#)

[Provide Feedback to OJP](#)

## Appendix A: Application Checklist

### Coronavirus Emergency Supplemental Funding Program: FY 2020 Solicitation

This application checklist has been created as an aid in developing an application.

#### What an Applicant Should Do:

##### *Prior to Registering in GMS:*

- Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

##### *To Register with GMS:*

- For new users, acquire a GMS username and password\* (see [OJP Grant Application Resource Guide](#))
- For existing users, check GMS username and password\* to ensure account access (see [OJP Grant Application Resource Guide](#))
- Verify SAM registration in GMS (see [OJP Grant Application Resource Guide](#))
- Search for and select correct funding opportunity in GMS (see [OJP Grant Application Resource Guide](#))
- Register by selecting the “Apply Online” button associated with the funding opportunity title (see [OJP Grant Application Resource Guide](#))
- Read OJP policy and guidance on conference approval, planning, and reporting available at [ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm](http://ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm) (see [OJP Grant Application Resource Guide](#))

If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 2)

\*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

#### Overview of Post-Award Legal Requirements:

- Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2020 Awards](#)” in the [OJP Funding Resource Center](#).

**Scope Requirement:**

- The eligible allocations for the FY 2020 CESF Program can be found at:  
<https://bja.ojp.gov/program/fy20-cesf-allocations>.

**Eligibility Requirement:**

States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the FY 2019 State and Local JAG Program will be eligible to apply under the CESF Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

**What an Application Should Include:**

- Application for Federal Assistance (SF-424) (see [OJP Grant Application Resource Guide](#))
- Intergovernmental Review (see page 6)
- Program Narrative (see page 7)
- Budget Detail Worksheet (see page 7)
- Budget Narrative (see page 7)
- Indirect Cost Rate Agreement (if applicable) (see page 7)
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))
- Disclosure of Lobbying Activities ([SF-LLL](#)) (see [OJP Grant Application Resource Guide](#))



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Potential Electronic Gaming Regulation PCC Revision Public Hearing Authorization (Staff Contact: Emily S. Ragsdale)		
<b>Staff Contact(s):</b>	Emily S. Ragsdale		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	7.0
<b>Attachment(s):</b>	B-1 Gaming Changes B-2 Gaming Changes		
<b>Reviewed By:</b>			

**SUMMARY:**

To better regulate electronic gaming in the County, County Staff has recommended the attached changes to the County's Zoning Ordinance, adding "Electronic games" to Pittsylvania County Code ("PCC") § 35-366, Special Use Permits under B-2, and adding additional regulations to "Other Regulations" in both B-1 (PCC § 35-356) and B-2 (PCC § 35-375) to define "electronic gaming establishments." At the Board's Legislative Committee ("LC") Meeting on May 12, 2020, the LC unanimously recommended to the full Board that it authorize County staff to advertise the attached potential revisions to the PCC §§ 35-356, 35-365, 35-366, and 35-375.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

Cost of Public Hearing advertisement.

**RECOMMENDATION:**

County Staff recommends the Board authorize County Staff to advertise the required Public Hearing to potentially revise PCC §§ 35-356, 35-365, 35-366, and 35-375 as presented.

**MOTION:**

"I make a Motion authorizing County Staff to advertise the required Public Hearing to potentially revise PCC §§ 35-356, 35-365, 35-366, and 35-375 as presented."

**SEC. 35-352. MINIMUM OFF STREET PARKING SPACE**

See regulations, Section 35-80--35-82.

**SEC. 35-353. OPEN SPACE REQUIREMENTS**

A minimum landscaped area on any lot shall not be less than ten percent (10%) the area of the lot. This area shall be used to enhance the lot's appearance. The Zoning Administrator may require buffer zones as appropriate.

**SEC. 35-354. LOADING SPACE**

See regulations, Section 35-85.

**SEC. 35-355. SIGNS**

See sign regulations, Section 35-95--35-101.

**SEC. 35-356. OTHER REGULATIONS**

Site plans are required for all uses prior to issuance of building permit and zoning permit.

Electronic gaming establishments, as permitted by Special Use Permit, are defined as businesses, whether principal or accessory, where three (3) or more electronic gaming machines, including but not limited to, computers and gaming terminals, are utilized to conduct games where cash, coupons, gift cards, or any other items of value are redeemed or distributed and that are not otherwise deemed illegal by federal or state law. This definition does not include operations associated with the official Virginia Lottery System.

The following additional regulations shall apply to electronic gaming establishments:

1. No electronic gaming establishment shall be located within:
 
  - a. One (1) mile of any other electronic gaming establishment, tattoo and/or body piercing establishment, or adult use;
  - b. Two thousand (2,000) feet from any property used as a residential dwelling;
  - c. One (1) mile of any school or education facility, including playgrounds, daycare facilities, or churches; and
  - d. One (1) mile of any public playground, park, or library. Distance between uses shall be measured from the nearest property line of any electronic gaming establishment and the nearest property line of any use cited in this section.
2. Hours of operation for electronic gaming establishments shall be limited to the hours between 8:00 a.m. and 11:00 p.m.
3. There shall be one and one-half (1.5) parking spaces for each electronic gaming machine, plus one (1) for each employee on the major shift.
4. Should any electronic gaming establishment cease or discontinue operation for a period of ninety (90) or more consecutive days, it may not resume, nor be replaced by any other electronic gaming establishment, unless it complies with all the requirements set forth hereinabove.
5. All federal and state legal requirement must be met.”

## DIVISION 10. BUSINESS DISTRICT GENERAL (B-2)

### SEC. 35-364. PURPOSE

This district is created to provide locations for general business and commercial enterprise whereby the public shall require direct and frequent access, but which is not characterized by constant heavy trucking other than for stocking and delivery of retail goods for sale at the enterprises, or by any factors other than occasioned by incidental light and noise of congregation of people and passenger vehicles.

Uses in this district should be oriented to service to the entire County or substantial portions thereof, rather than toward a neighborhood focus as in limited business district (B-1).

This district is limited to commercial, retail and wholesale, establishments which may have outdoor displays of product, but not outside storage, and do not manufacture their product on the premises and have no outside storage of materials.

### SEC. 35-365. PERMITTED USES

Within the General Business District (B-2), the following uses are permitted:

- accessory uses
- amusement centers; game rooms, ~~electronic games~~; game machines; machine arcades amusement shops
- antique refinishing
- antique shops
- apartments in same building with business (upstairs apartment)
- apparel shops
- art supplies
- assembly halls
- bakeries
- banks,
- savings and loans, finance, insurance offices
- barber shops, beauty shops
- blacksmiths
- boat clubs
- bowling alleys
- brick, block sales
- building material sales
- butcher shops
- candy shops
- car and vehicle wash operations
- carpet cleaning
- cemeteries-community and commercial
- cemeteries-on joint church property
- child day care centers (licensed) (Amended February 18, 1992)
- churches
- clubs (private)
- clubs (public)
- cold storage lockers, facilities
- colleges
- community centers, buildings
- contractors offices and facilities
- convenience stores
- country clubs
- country stores

County government uses such as waste collection, recycling, recreation, etc.  
 craft shops  
 custom meat cutting operations  
 dormitories  
 drive-in restaurants/walk-ins  
 dry cleaning and laundry  
 drug stores  
 eldercare centers, homes, facilities (licensed)  
 emergency services facilities-fire, rescue  
 feed and seed stores  
 flea markets  
 food and groceries  
 funeral homes and mortuaries  
 furniture  
 garages-private, storage of personal vehicles  
 garages-for repair of automobiles, recreational vehicles, motorcycles, trucks  
 gardens (private)  
 gasoline stations  
 gift shops  
 golf clubs, club houses  
 golf courses  
 golf courses (miniature)  
 golf driving ranges  
 greenhouses and nurseries  
 hardware  
 hobby shops and toys  
 home, and apartment combinations with business  
 homes for developmentally disabled  
 hospitals  
 laundromats  
 libraries  
 lodge halls  
 lodges  
 manses-church-owned dwelling units  
 manufactured/mobile home sales  
 marinas  
 medical clinics, not veterinary  
 milk distribution, milk and dairy products  
 motels, hotels, tourist, and resort facilities  
 museums  
 newsstands  
 non-emergency medical transport (Amended December 21, 2010)  
 novelty shops  
 nursing homes  
 off-street parking  
 offices; professionals  
 paint contractors  
 paint stores  
 parks  
 parking facilities-commercial  
 piers, docks-commercial  
 playgrounds  
 print shops  
 printing plants-newspapers only

radio and television stations  
 railroad facilities  
 recreational facilities (private)  
 recreational facilities-(public)  
 restaurants  
 roads, streets, rights-of-way, easements  
 sales, service, and repair of automobiles, trucks, recreational vehicles, motorcycles, farm equipment, garden equipment, appliances, televisions, radios, phonographs, plumbing, boats, motors (gas, electrical), mobile homes, machinery, office equipment, sewage disposal systems, tires, telephones, upholstery, watches, jewelry, construction equipment  
 senior citizens homes, centers  
 signs-See Sections 35-95--35-101  
 skating rinks  
 sporting goods  
 stables, commercial riding  
 swim clubs  
 temporary uses, construction activity-including temporary buildings, portable buildings (these uses may be limited by the County as to time)  
 theatres, indoor  
 wayside stands  
 woodworking  
 water systems

### **SEC. 35-366. SPECIAL USE PERMITS**

The following uses shall be permitted only by special use permit:

arenas  
 auditoriums  
 cabinet shops  
 carnivals  
 circuses  
 dance halls  
 drive-in theatres  
[electronic games](#)  
 fairs  
 heliports  
 airports  
 horse shows  
 kennels  
 laboratories, research facilities  
 machine shops, no presses  
 meat processing, not a slaughter house  
 outdoor displays, on business property  
 outdoor theatres  
 pool halls  
 public facilities, offices, storage yards  
 public garages  
 public utilities-including substations, power generation, water and sewer treatment  
 public utilities-towers, structures  
 raceways  
 radio and television towers  
 radio and television transmission/transmitters  
 schools

shopping centers, malls, complexes  
 special temporary churches (Amended December 21, 1993)  
 stables (private)  
 stadiums  
 veterinary clinics, hospitals  
 zoos and petting zoos (Amended December 21, 1993)

### **SEC. 35-367. AREA REGULATIONS**

Notwithstanding any definitive area requirement herein, the minimum permitted size of any commercial district or commercial lot, parcel, or tract shall be subject to approval by the local Department of Health.

### **SEC. 35-368. MAXIMUM HEIGHT OF BUILDINGS**

The maximum height of buildings in this district shall be sixty (60) feet.

Belfries, cupolas, chimneys, flues, flagpoles, television antennae, radio aerials, silos, and water tanks are exempt.

Any building or structure constructed, erected, installed, maintained shall be of an approved type in accordance with the provisions of the Virginia Uniform Statewide Building Code as amended and the Fire Prevention Code.

### **SEC. 35-369. MINIMUM YARD DIMENSIONS**

#### ***A. Front Setback***

Setback from the nearest point of house or principal structure (including porches or any accessory buildings) shall be thirty-five (35) feet from the edge of right-of-way.

#### ***B. Side Setback***

No side setback is required except that no building, structure, accessory use or outdoor storage area shall be located closer than twenty (20) feet from a residential district boundary. (Amended December 21, 1993)

#### ***C. Rear Setback***

No rear setback is required except that no building, structure, accessory use or outdoor storage area shall be located closer than fifty (50) feet from any type of residential use or living quarters nor residential district boundary,

### **SEC. 35-370. MAXIMUM FLOOR AREA**

Not regulated.

### **SEC. 35-371. MINIMUM OFF-STREET PARKING SPACE**

See Regulations, Sections 35-80--35-82.

### **SEC. 35-372. OPEN SPACE REQUIREMENTS**

A minimum landscaped area on any lot shall not be less than ten percent (10%) the area of the lot. This area shall be used to enhance the lot's appearance. The Zoning Administrator may require buffer zones as appropriate.

### **SEC. 35-373. MINIMUM LOADING SPACE**

See Regulations, Section 35-85.

**SEC. 35-374. SIGNS**

See Sign Regulations, Sections 35-95--35-101

**SEC. 35-375. OTHER REGULATIONS**

Site plans are required for all uses prior to issuance of zoning permit and building permit.

Electronic gaming establishments, as permitted by Special Use Permit, are defined as businesses, whether principal or accessory, where three (3) or more electronic gaming machines, including but not limited to, computers and gaming terminals, are utilized to conduct games where cash, coupons, gift cards, or any other items of value are redeemed or distributed and that are not otherwise deemed illegal by federal or state law. This definition does not include operations associated with the official Virginia Lottery System.

The following additional regulations shall apply to electronic gaming establishments:

1. No electronic gaming establishment shall be located within:
 
  - a. One (1) mile of any other electronic gaming establishment, tattoo and/or body piercing establishment, or adult use;
  - b. Two thousand (2,000) feet from any property used as a residential dwelling;
  - c. One (1) mile of any school or education facility, including playgrounds, daycare facilities, or churches; and
  - d. One (1) mile of any public playground, park, or library. Distance between uses shall be measured from the nearest property line of any electronic gaming establishment and the nearest property line of any use cited in this section.
2. Hours of operation for electronic gaming establishments shall be limited to the hours between 8:00 a.m. and 11:00 p.m.
3. There shall be one and one-half (1.5) parking spaces for each electronic gaming machine, plus one (1) for each employee on the major shift.
4. Should any electronic gaming establishment cease or discontinue operation for a period of ninety (90) or more consecutive days, it may not resume, nor be replaced by any other electronic gaming establishment, unless it complies with all the requirements set forth hereinabove.
5. All federal and state legal requirement must be met.”

**SECS. 35-376---35-381. RESERVED**



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	PCCA Gun Garland Road Grant MOU Approval (Staff Contact: Emily S. Ragsdale)		
<b>Staff Contact(s):</b>	Emily S. Ragsdale		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	7.p
<b>Attachment(s):</b>	MOU - Gunn Garland		
<b>Reviewed By:</b>	<i>VRH</i>		

**SUMMARY:**

The County was awarded a Community Development Block Grant (“CDBG”) Comprehensive Community Development Planning Grant from the Department of Housing and Community Development (“DHCD”) in the amount of \$40,000 to evaluate the housing and infrastructure needs of the Gunn Garland Road area. The activities associated with this grant will be carried out by Pittsylvania County Community Action (“PCCA”), with the County serving as the fiscal agent. For project to move forward, the Board is required to approve the execution of the attached Memorandum of Understanding (“MOU”), authorizing PCCA to act as the managing agent of the project.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

None. All activities carried out under this MOU will be funded through the CDBG planning grant received from DHCD.

**RECOMMENDATION:**

County Staff recommends the Board approve the attached MOU as presented.

**MOTION:**

“I make a Motion approving the execution of the attached MOU as presented.”

**MEMORANDUM OF UNDERSTANDING CONCERNING COMMUNITY  
DEVELOPMENT BLOCK GRANT PLANNING GRANT FOR GUNN  
GARLAND ROAD AREA**

This Memorandum of Understanding (“MOU”) entered into the \_\_\_ day of May, 2020, is by and between Pittsylvania County, Virginia (“County”), a political subdivision of the Commonwealth of Virginia, and Pittsylvania County Community Action (“PCCA”); individually referred to as “Party;” collectively referred to as the “Parties.”

**WITNESSETH**

**WHEREAS**, the County was awarded a Community Development Block Grant (“CDBG”) Comprehensive Community Development Planning Grant (“Grant”) from the Department of Housing and Community Development (“DHCD”) in the amount of \$40,000 to conduct planning activities to evaluate the housing and infrastructure needs of the Gunn Garland Road area, and

**WHEREAS**, DHCD approved an extension of the original contract termination date from June 30, 2020, to June 30, 2021, effective January 10, 2020, and

**WHEREAS**, the County is entering into this MOU with PCCA, authorizing it to act as the Managing Agent to carry out the activities outlined in the Planning Grant Application (“Agreement”) that was submitted to and approved by DHCD.

THEREFORE, for consideration that both Parties deem sufficient, the Parties hereto do mutually agree to the following terms:

1. **SCOPE OF WORK; TERM:** All project activities must align with the scope of work described in the Agreement and planning grant application. This MOU’s term shall be the life of the Agreement.
2. **EXPENDITURES:** All expenditures must be included and in conformance with the budget as allocated and approved by DHCD in the executed Agreement, unless PCCA has received explicit written approval from the County, only after the appropriate approval has been given in writing from DHCD.
3. **RECORD KEEPING:** PCCA shall maintain accurate, complete, and orderly documentation of all activities funded through this Grant, including general program files, legal files, financial records, including receipts and invoices, project/case files with respect to specific individual beneficiaries, property owners, and/or properties, and all other records pertinent to this MOU and/or activities referenced in the executed Agreement between the County and DHCD. Copies of these files should be given to the County and the originals maintained by PCCA during the period of the Agreement with DHCD and for a period of not less than five (5) years after the fiscal year of the Agreement or three (3) years after the conditional closeout for the Grant, whichever is longer.

The County, and any other body or organization identified in Item 6. of the Agreement, shall have access to any books, documents, papers, and records of PCCA, which are directly pertinent to this MOU and the Agreement.

4. **REPORTING:** PCCA shall regularly provide reports concerning the status of the project activities and Grant funds.
5. **QUALITY CONTROL:** PCCA accepts responsibility to assure that all Grant funded activities shall be implemented with the highest possible degree of competence, workmanship, quality, and cost effectiveness.
6. **CONTRACTS; CHANGE ORDERS:** The County must approve all contracts and/or change orders for those contracts before they can be executed. All CDBG funds used for construction or the purchase of services related to the project activities must go through a competitive procurement process, unless the work is to be done by the County, or PCCA has received written approval from the County or DHCD.
7. **TERMINATION; SUSPENSION; CONDITIONS:**
  - A. If through any cause, the County or PCCA fails to comply with the terms, conditions, or requirements of this MOU or the Agreement, the other Party may terminate or suspend this MOU by written notice specifying the date of termination or suspension. If, after the effective date of any suspension of this MOU, it is mutually agreeable to both Parties, upon remedy of any contract violation by either Party, the suspension may be lifted on a specified date after the Parties have exchanged written notices stating that a mutual understanding that cause for suspension has been identified, agreed to, and remedied.
  - B. The County may terminate this MOU if the Agreement is terminated by either the County or DHCD. PCCA may terminate this MOU, at any time, if all the following conditions are met:
    1. PCCA gives the County ten (10) days' written notice;
    2. The activities which have been initiated have either been completed and may utilized in a manner consistent with the objectives in the Agreement, or are currently in a stage in which the County can complete the activity;
    3. All contractual obligations to third parties affected by the project can be honored by either PCCA or the County, and
    4. The County agrees to the termination.
8. **CERTIFICATIONS:** PCCA certifies that it will comply with the Virginia Freedom of Information Act, Virginia Conflict of Interest Act, Virginia Fair Employment Contracting Act, and the Virginia Public Procurement Act as required by the Agreement.

9. **DEFAULT.** In addition to any and all other rights a Party may have available according to law, if a Party defaults by failing to substantially perform any provision, term, or condition of this MOU, the other Party may terminate the MOU by providing written notice to the defaulting Party. This notice shall describe with enough detail the nature of the default. The Party receiving such notice shall have thirty (30) days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this MOU.
10. **FORCE MAJURE.** If performance of this MOU or any obligation hereunder is prevented, restricted, or interfered with by causes beyond either Party's reasonable control ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm, or other similar occurrence, orders, or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, or work stoppages. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.
11. **VENUE.** The legal venue for any litigation arising out of this MOU shall be the appropriate Court in the County of Pittsylvania, Virginia.
12. **ENTIRE AGREEMENT.** This MOU contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement/contract, whether oral or written, concerning the subject matter of this MOU. This MOU supersedes any prior written or oral agreements/contracts between the Parties.
13. **SURVIVAL CLAUSE.** If any provision of this MOU is held to be invalid or unenforceable for any reason, its remaining provisions will continue to be valid and enforceable. If a Court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
14. **AMENDMENT.** This MOU may be modified or amended in writing by mutual agreement of the Parties, if the writing is signed by the Party obligated under the amendment.
15. **CHOICE OF LAW.** This MOU shall be construed in accordance with the laws of the Commonwealth of Virginia.
16. **NOTICES.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth below, or to such other address as one (1) Party may have furnished to the other in writing.

**County**

Pittsylvania County Administration Office  
1 Center Street  
P. O. Box 423  
Chatham, Virginia 24531

**PCCA**

Pittsylvania County Community Action  
348 North Main Street  
P.O. Box 1119  
Chatham, VA 24531

- 17. **WAIVER.** The failure of either Party to enforce any provision of this MOU shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this MOU.
- 18. **LEGAL FEES.** In any action arising hereunder, or any separate action pertaining to the validity of this MOU, each Party shall its own attorneys' fees, litigation fees, or other legal expenses.
- 19. **RULE OF CONSTRUCTION.** The rule requiring construction or interpretation against the drafter is waived. The MOU shall be deemed as if it were drafted by both Parties in a mutual effort.
- 20. **ASSIGNMENT.** No assignment of PCCA's rights under this MOU shall be made without the County's prior written consent. Moreover, this MOU shall inure to the benefit of, and shall bind the heirs, successors, and assigns (if allowed) of the Parties.
- 21. **INSURANCE REQUIREMENT.** At all times, as solely determined by the County, PCSA shall have appropriate insurance, at appropriate levels, during this MOU.
- 22. **LIABILITIES.** PCCA agrees to indemnify and save harmless the County, its officers, agents, employees, and volunteers from any and all losses, expenses, costs and claims, including, but not limited to, costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection PCCA, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of this MOU. Nothing contained in this MOU shall be deemed to be a waiver of the County's sovereign immunity.

**IN WITNESS WHEREOF,** the parties have caused this MOU to be duly executed intending to be bound thereby.

**PITTSYLVANIA COUNTY, VIRGINIA**

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

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

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

Attachment: MOU - Gunn Garland (2043 : PCCA Gun Garland Road Grant MOU Approval (Staff Contact: Emily S. Ragsdale))

Title: \_\_\_\_\_

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

**PITTSYLVANIA COUNTY**  
**COMMUNITY ACTION**

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

Title: \_\_\_\_\_

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

Attachment: MOU - Gunn Garland (2043 : PCCA Gun Garland Road Grant MOU Approval (Staff Contact: Emily S. Ragsdale))





**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Public Hearing: Courthouse Security Fee Increase (Staff Contact: Kimberly G. Van Der Hyde)		
<b>Staff Contact(s):</b>	Kimberly G. Van Der Hyde		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	10.B.1
<b>Attachment(s):</b>	05-19-2020 Public Hearing Notice - PCC 36-3 Courthouse Security Fee SB149 Courthouse Fees		
<b>Reviewed By:</b>	<i>VH</i>		

**SUMMARY:**

The Virginia General Assembly recently enacted Senate Bill (“SB”) 149, attached, revising Virginia Code § 53.1-120, providing for an increase in the courthouse security assessment fee. Currently, the fee is set at \$10 for each criminal or traffic case in its district or circuit court in which the defendant is convicted of a violation of any statute or ordinance. SB 149 allows for this fee to be increased to \$20, effective on and after July 1, 2020. Please see the attached red-lined copy of the proposed revisions to Pittsylvania County Code (“PCC”) § 36-3, Courthouse Security Fees. A Public Hearing is required to effectuate the proposed PCC revisions.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

This increase would provide increased funding to ensure proper safety is maintained in the Pittsylvania County Courthouse Complex.

**RECOMMENDATION:**

After conducting the legally required Public Hearing, County Staff recommends that the Board approve the revisions to PCC 36-3 increasing the courthouse security fee to \$20.

**MOTION:**

“I make a Motion to revise Pittsylvania County Code § 36-3 as presented.”

## **PUBLIC HEARING NOTICE**

The Board of Supervisors of Pittsylvania County, Virginia, will hold a Public Hearing on Tuesday, May 19, 2020, at 7:00 p.m., in the Gallery Room of the Chatham Community Center, 115 South Main Street, Chatham, Virginia 24531, to receive citizen input on proposed revisions to Pittsylvania County Code § 36-3, Courthouse Security Fee. By appointment, a full text of the proposed revisions is available in the Pittsylvania County Administration Building, 1 Center Street, Chatham, Virginia, 24531, and on the County's website, [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov).

2020 SESSION

ENROLLED

VIRGINIA ACTS OF ASSEMBLY — CHAPTER

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*An Act to amend and reenact § 53.1-120 of the Code of Virginia, relating to courthouse and courtroom security; assessment.*

[S 149]

Approved

**Be it enacted by the General Assembly of Virginia:**  
**1. That § 53.1-120 of the Code of Virginia is amended and reenacted as follows:**  
**§ 53.1-120. Sheriff to provide for courthouse and courtroom security; designation of deputies for such purpose; assessment.**

A. Each sheriff shall ensure that the courthouses and courtrooms within his jurisdiction are secure from violence and disruption and shall designate deputies for this purpose. A list of such designations shall be forwarded to the Director of the Department of Criminal Justice Services.

B. The chief circuit court judge, the chief general district court judge and the chief juvenile and domestic relations district court judge shall be responsible by agreement with the sheriff of the jurisdiction for the designation of courtroom security deputies for their respective courts. If the respective chief judges and sheriff are unable to agree on the number, type and working schedules of courtroom security deputies for the court, the matter shall be referred to the Compensation Board for resolution in accordance with existing budgeted funds and personnel.

C. The sheriff shall have the sole responsibility for the identity of the deputies designated for courtroom security.

D. Any county or city, through its governing body, may assess a sum not in excess of ~~\$10~~ \$20 as part of the costs in each criminal or traffic case in its district or circuit court in which the defendant is convicted of a violation of any statute or ordinance. If a town provides court facilities for a county, the governing body of the county shall return to the town a portion of the assessments collected based on the number of criminal and traffic cases originating and heard in the town. The imposition of such assessment shall be by ordinance of the governing body that may provide for different sums in the circuit courts and district courts. The assessment shall be collected by the clerk of the court in which the case is heard, remitted to the treasurer of the appropriate county or city and held by such treasurer to be appropriated by the governing body to the sheriff's office. The assessment shall be used solely for the funding of courthouse security personnel, and, if requested by the sheriff, equipment and other personal property used in connection with courthouse security.

ENROLLED

SB149ER

Attachment: SB149 (2022 : Public Hearing: Courthouse Security Fee Increase)

**PITTSYVLANIA COUNTY CODE**

**SEC. 36-3. COURTHOUSE SECURITY FEES.**

~~A. In accordance with the 2007 Session of the General Assembly of Virginia Senate enacted Bill 693 as Chapter 756 of the Acts of Assembly, which is codified as an amendment to Section 53.1-120 of the Code of Virginia, 1950 as amended. This Act provides that any County may assess a sum not in excess of ten (10) dollars as a part of the costs in each criminal or traffic case in its Juvenile & Domestic Relations Court, General District Court or Circuit Court in which the defendant is convicted of a violation of any statute or ordinance, to fund its courthouse security personnel.~~

~~AB. NOW THEREFORE, it is hereby ordained that in this County of Pittsylvania Oen and after July 1, 20020,<sup>7</sup> a fee of twentyten (2+0) dollars ~~is hereby and~~ shall be assessed as part of the cost against each defendant in a criminal or traffic case in the County's Juvenile and Domestic Relations Court, General District Court, or Circuit Court for each conviction or violation of a statute or ordinance which shall be collected by the Clerk of the Court with other cost. The Clerk shall remit the fees to the Treasurer of this County. The Treasurer shall hold such funds subject to appropriation by this board in a special fund for courthouse security personnel.~~

Adopted by the Board of Supervisors on July 1, 2002.

Amended by the Board of Supervisors on July 16, 2002.

Amended by the Board of Supervisors on June 19, 2007.



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Public Hearing: Elimination of Fire Hydrant Fee (Staff Contact: Richard N. Hicks)		
<b>Staff Contact(s):</b>	Richard N. Hicks		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	10.B.2
<b>Attachment(s):</b>	05-19-2020 Public Hearing Notice - Fire Hydrant Fee Removal Fire Hydrant Fee Elimination		
<b>Reviewed By:</b>	RH		

**SUMMARY:**

Currently, Pittsylvania County Code (“PCC”) § 21-7(B) (Rates, Charges, Assessments, And Fees Billing; Publication) requires the County pay the Pittsylvania County Service Authority (“PCSA”) an annual maintenance fee of \$200 per fire hydrant that is currently located on the water system. The adopted FY/21 County Budget eliminated the above-fire hydrant fee. Therefore, PCC § 21-7(B) needs to be revised to eliminate the fire hydrant fee payment requirement by the County to the PCSA. For your reference and review, attached please find a related Public Hearing Notice and proposed revisions to PCC § 21-7(B).

**FINANCIAL IMPACT AND FUNDING SOURCE:**

The funds for the fire hydrant fee payment have been eliminated from the FY/21 County Budget.

**RECOMMENDATION:**

Following the conducting of the lawfully required Public Hearing, County Staff recommends the Board adopt the proposed revision to PCC § 21.7(B) as presented.

**MOTION:**

“I make a Motion to adopt the revisions to Pittsylvania County Code § 21.7(B) as presented.”

## **PUBLIC HEARING NOTICE**

The Board of Supervisors of Pittsylvania County, Virginia, will hold a Public Hearing on Tuesday, May 19, 2020, at 7:00 p.m., in the Gallery Room of the Chatham Community Center, 115 South Main Street, Chatham, Virginia 24531, to receive citizen input on the potential revision of Pittsylvania County § 21-7 to eliminate the fire hydrant fee. By appointment, a full text of the proposed revisions is available in the Pittsylvania County Administration Building, 1 Center Street, Chatham, Virginia, 24531, and on the County's website, [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov).

**PITTSYLVANIA COUNTY CODE**

**SEC. 21-7. RATES, CHARGES, ASSESSMENTS, AND FEES BILLING; PUBLICATION.**

A. Rates, Charges, Assessments, and Fees: Pursuant to authority contained in Sections 15.2-5114(10) and 15.2-5136, Virginia Code, 1950, as amended, the PCSA shall fix, assess, charge, and collect just and equitable rates, charges, assessments, and other fees, including, but not limited to: water service connection charges, sewer service connection charges, water service charges, sewer service charges, account charges, delinquent account charges, and inspection/reinspection charges. The above-stated rates, charges, assessments, and other fees shall be subject to periodic increase or other change, adjustment, or revision from time-to-time as determined by the PCSA, at any regularly scheduled PCSA meeting. Such rates, charges, assessments, and other fees shall be reviewed by the Authority periodically and shall be adjusted, if necessary, to assure that they continue to be fair and reasonable.

B. Reserved. Fire Protection Service Charge: ~~A fire protection service charge shall be assessed against the political subdivision in which the Authority's water system is constructed. Its purpose is to defray some of the cost of installing water mains, reservoirs, and fire hydrants of sufficient size to provide fire protection service within the project service areas and to all properties adjacent to the system. The annual service charge shall be computed on the basis of two hundred dollars (\$200) per fire hydrant. Bills for the fire protection service shall be rendered annually, at the beginning of each fiscal year, to the respective political subdivision and its governing body.~~

C. Billing: Bills for the aforementioned rates, fees, and charges shall be rendered as determined by the PCSA.

D. Publication: Any proposed change in the schedule of the aforementioned rates, fees, and charges by the PCSA shall be published in a newspaper having general circulation in the County in accordance with the requirements set forth in the Code of Virginia, 1950, as amended.



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Public Hearing: County Landfill Right-of-Way and Easement Property Disposition (Staff Contact: Richard N. Hicks)		
<b>Staff Contact(s):</b>	Richard N. Hicks		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	10.B.3
<b>Attachment(s):</b>	05-19-2020 Public Hearing Notice - MVP Landfill Easement PittCo Landfill Acquisition Package Final		
<b>Reviewed By:</b>	RH		

**SUMMARY:**

The County is proposing granting a permanent easement and grant of rights-of-way on publicly-owned land located at the County Landfill, more specifically described as 454.55 total acres located on GPIN #'s 2413-38-1912, 2413-59-6730, and 2413-47-1490 (the "Property"). Per Virginia Code § 15.2-1800(B), the County legally is required to hold a Public Hearing prior to any disposition of publicly owned property. For your reference and review, please find documentation related to this matter.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

It is proposed that the County receive \$500,000 for the disposition of the Property.

**RECOMMENDATION:**

Following the conducting of the required Public Hearing, County Staff recommends the Board approve the disposition of the publicly owned Property and authorize the County Administrator sign any necessary related documentation to effectuate the same.

**MOTION:**

"I make a Motion to approve the disposition of the publicly owned Property and authorize the County Administrator sign any necessary related documentation to effectuate the same."

## **PUBLIC HEARING NOTICE**

The Pittsylvania County Board of Supervisors will hold a Public Hearing on Tuesday, May 19, 2020, at 7:00 p.m., in the Gallery Room of the Chatham Community Center, 115 South Main Street, Chatham, Virginia 24531, as required by Virginia Code § 15.2-1800(B), to receive citizen input on the proposed disposition of a right-of-way and permanent easement on County-owned property located at the County Landfill, more specifically described as 454.55 total acres located on GPIN #'s 2413-38-1912, 2413-59-6730, and 2413-47-1490. By appointment, related documents are available in the Pittsylvania County Administration Building, 1 Center Street, Chatham, Virginia, 24531, and on the County's website, [www.pittsvaniacountyva.gov](http://www.pittsvaniacountyva.gov).



# NON-BINDING OFFER LETTER

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

COUNTY OF PITTSYLVANIA, VIRGINIA  
P.O. Box 426  
Chatham, VA 24531

RE: **Offer to Acquire Easements**  
Tract # VA-PI-035.100.AR, VA-PI-036.000, VA-PI-037.000  
Pittsylvania County, Virginia  
Southgate Pipeline Project  
Tax ID#: 2413-38-1912, 2413-59-6730, 2413-47-1490

Dear COUNTY OF PITTSYLVANIA, VIRGINIA:

MOUNTAIN VALLEY PIPELINE LLC (“MVP”) hereby offers to purchase the following property rights from you (“Landowner”), on that certain parcel of real estate located in Chatham Magisterial District, Pittsylvania County, Virginia, being identified as Tax Map ID#(s) 2413-38-1912, 2413-59-6730, 2413-47-1490 as set forth below:

- |                            |                     |
|----------------------------|---------------------|
| 1. Amount of Right of Way: | <b>\$300,000.00</b> |
| 2. Amount of Damages:      | <b>\$200,000.00</b> |
| Total Compensation:        | <b>\$500,000.00</b> |

The compensation amount represented above is the total amount offered for the property rights. If your property has more than one owner, compensation will be paid proportionately to each owner’s percentage of ownership in the property.

Acceptance of this offer can only be made by Landowner’s execution (and notarization of the signature(s)) of all of the agreements referenced above which are included in this offer package (the “Agreements”), and delivery of the same to MVP. If the real property is sold, encumbered, or mortgaged before MVP records the Agreements in the appropriate county record offices, then MVP shall have the sole right (at its election) to terminate the Agreements and this offer, and MVP shall have no obligations to pay any compensation. This letter is only a summary of the total possible compensation, and it is expressly understood that the compensation amounts set forth above and MVP’s obligation to pay the same (including payments dates) are subject to the terms of the Agreements.

If you have any questions, please do not hesitate to contact your Land Agent, Michael Leonard, at 412-855-6453, or e-mail at [mleonard@equitransmidstream.com](mailto:mleonard@equitransmidstream.com).

Sincerely,

Travis K. Garrett  
Project Manager, Representing  
MOUNTAIN VALLEY PIPELINE LLC



**Receipt of FERC Pamphlet**

The undersigned, **COUNTY OF PITTSYLVANIA, VIRGINIA**, of Chatham, Virginia, Map ID#: **2413-38-1912, 2413-59-6730, 2413-47-1490** in Chatham Magisterial District, Pittsylvania County, Virginia hereby acknowledges receipt of the Federal Energy Regulatory Commission’s pamphlet:

“An Interstate Natural Gas Facility on My Land? What Do I Need to Know?”

The pamphlet was given to me by a Land Agent in connection with the Mountain Valley Pipeline, LLC for the Southgate Pipeline Project.

**COUNTY OF PITTSYLVANIA, VIRGINIA**

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

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

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

Attachment: PittCo Landfill Acquisition Package Final (2035 : Public Hearing: County Landfill Right-of-Way and Easement Property Disposition (Staff Contact: Rich)

**THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:**  
**MOUNTAIN VALLEY PIPELINE, LLC**  
 P.O. Box 14429  
 Greensboro, NC 27415

	GPIN	Tax Assessment	Consideration
Parcel 1	2413-38-1912		
Parcel 2	2413-59-6730		
Parcel 3	2413-47-1490		

**PIPELINE RIGHT OF WAY AND EASEMENT AGREEMENT**

**THIS PIPELINE RIGHT OF WAY AND EASEMENT AGREEMENT** (“Agreement”), dated \_\_\_\_\_, 20\_\_\_, is made and entered into by and between **COUNTY OF PITTSYLVANIA, VIRGINIA** of P.O. Box 426, Chatham, VA 24531-0426 (“**Grantor**”), and **Mountain Valley Pipeline LLC**, a Delaware limited liability company, with an office located at 2200 Energy Drive, Suite 200, Canonsburg, PA 15317 (“**Grantee**”).

**FOR AND IN CONSIDERATION** of the sum of one dollar (\$1.00) and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, Grantor grants and conveys, with covenant of General Warranty, to Grantee an exclusive perpetual right of way and easement (“Pipeline Right of Way”) in the location depicted on “Exhibit A” attached hereto, to lay, construct, maintain, operate, renew, alter, improve, protect, repair, replace, change the size, remove and abandon a pipeline (“Pipeline”) for the transportation of natural gas, their byproducts, water, and other liquids and gases, together with all necessary or convenient rights, equipment and appurtenances thereto, including, but not limited to, above and below ground water and utility lines and related facilities, pipeline markers, devices for cathodic protection, slip mitigation controls, environmental and erosion controls, with ingress and egress thereto by most convenient routes. Said perpetual Pipeline Right of Way is over, upon, and across the lands of the Grantor being in **Chatham Magisterial** District, **Pittsylvania** County, Virginia, which lands or part thereof were conveyed to Grantor from **John M. Barksdale and Mary B. Barksdale, husband and wife** by **Deed** dated **February 28, 1984**, of record in **Pittsylvania** County, Virginia in Deed Book **740**, Page **358**, containing **60.97** acres, more or less, being more specifically identified as Parcel Number **2413-38-1912**, and being in **Chatham Magisterial** District, **Pittsylvania** County, Virginia, which lands or part thereof were conveyed to Grantor from **John M. Barksdale and Mary B. Barksdale, husband and wife** by **Deed** dated **February 28, 1984**, of record in **Pittsylvania** County, Virginia in Deed Book **740**, Page **358**, containing **304** acres, more or less, being more specifically identified as Parcel Number **2413-59-6730**, and being in **Chatham Magisterial** District, **Pittsylvania** County, Virginia, which lands or part thereof were conveyed to Grantor from **W.H. Rogers and Jane F. Rogers, husband and wife** by **Deed** dated **September 13, 1973**, of record in **Pittsylvania** County, Virginia in Deed Book **578**, Page **308**, containing **89.58** acres, more or less, being more specifically identified as Parcel Number **2413-47-1490** (“Property”). Being further described as follows:

**Parcel 1:**

A tract of land containing 60.97 acres, more or less, located in the Chatham Magisterial District, being more particularly described in that certain General Warranty Deed from John M. Barksdale and Mary B. Barksdale, husband and wife, each in their own right and as consort of the other, as Grantors, to the County of Pittsylvania, Virginia, as Grantee, dated February 28, 1984, and recorded on April 27, 1984 in Deed Book 740, at Page 358; and also being depicted as Tract B on that Plat of Survey recorded on September 26, 1969

in Map Book 5, at Page 96, all in the Records of the Office of the Circuit Clerk in Pittsylvania County, Virginia.

**Parcel 2:**

A tract of land containing 304 acres, more or less, and being more particularly described in that certain Deed dated February 28, 1984 from John M. Barksdale and Mary B. Barksdale, husband and wife, each in in their own right and consort to each other, to the County of Pittsylvania, Virginia, recorded in Deed Book 740, Page 358 in the office of the Clerk of Court in Pittsylvania County, Virginia. Being further shown on that Plat of Survey for West Virginia Pulp and Paper Company recorded in Map Book 6, Page 33, in the office of the Clerk of Court in Pittsylvania County, Virginia.

**Parcel 3:**

A tract of land containing 89.58 acres, more or less, being more particularly described in that certain Deed, dated September 13, 1973, from W.H. Rogers and Jane F. Rogers, husband and wife, to the County Of Pittsylvania, Virginia, recorded in Deed Book 578, Page 308 in the Circuit Clerk of Courts Records of Pittsylvania, Virginia. Being further described on that certain Plat of Survey dated September 13, 1973 and recorded in Map Book 15, Page 7 of the office of the Circuit Clerk of Court Records of Pittsylvania County, Virginia.

1. It is understood and agreed by Grantor and Grantee that the Pipeline Right of Way shall be fifty (50) feet in width in the location(s) as depicted on Exhibit A.

2. Grantor grants and conveys to Grantee the following temporary rights of way and easements for the exercise of the rights granted under this Agreement: (i) a right of way and easement of fifty (50) feet that parallels the Pipeline Right of Way; and (ii) additional temporary workspace(s) in the location(s) depicted on Exhibit A; and (iii) right to access the Property as required to reclaim the Pipeline Right of Way area and any other affected areas of the Property.

3. Grantor grants and conveys to Grantee the right of ingress and egress to, from and over said Pipeline Right of Way on, over and through existing or future roads. The Pipeline Right of Way as depicted on Exhibit A may be used for any current or future operations, construction or maintenance.

4. Grantor and Grantee intend and agree that the Pipeline Right of Way granted hereunder shall give Grantee the exclusive right to use and occupy the perpetual Pipeline Right of Way in the location depicted on Exhibit A. Grantor shall not grant the right, authorization or allow any third party the right to utilize or occupy the Pipeline Right of Way for any purpose granted or authorized to Grantee hereunder without the Grantee's prior written agreement. This exclusive right may be specifically enforced by Grantee.

5. Grantor shall not place or permit to be placed any obstruction on, over or under the Pipeline Right of Way, and Grantor shall not store or permit to be stored any materials of any kind or operate or allow to be operated any heavy machinery or equipment (in excess of 40,000lbs) over the easement and Pipeline Right of Way area, nor permit the Pipeline Right of Way area to be covered by standing water, except in the course of normal seasonal water migration. Grantor shall not change or permit to be changed the depth of cover over the Pipeline Right of Way. Subject to the foregoing, Grantor may continue to use and enjoy the Property in any way that does not interfere with the rights of Grantee under this Agreement.

6. Prior to crossing the Pipeline Right of Way with heavy machinery or performing any excavation or digging, Grantor agrees to contact Grantee through the proper one call system, Virginia 811, at least sixty (60) days before beginning any approved work on or through Pipeline Right of Way to allow Grantee to mark Pipeline, Grantee agrees to work with Grantor to obtain a pipeline crossing agreement that provides specifications for crossing the Pipeline to avoid damage or undue stress.

7. Grantee shall have the right, to maintain said Pipeline Right of Way by keeping the Pipeline Right of Way free from all trees, limbs, brush, weeds, or other undergrowth which, in the judgment of the Grantee, might interfere with the use of said rights granted under this Agreement.

8. Grantee, its successors or assigns, is further granted the right to replace all or any part of the Pipeline or any portion thereof by laying such replacement within the permanent Pipeline Right of Way of the Pipeline being replaced. At any time, no more than one pipeline shall exist within the Pipeline Right of Way, except when construction is taking place to replace the existing Pipeline.

9. Grantee shall have the right to make such changes in the location of the Pipeline from time to time as may be necessary or advisable owing to road construction or relocations, ground slips, migrating streams, or other causes beyond the control of the Grantee that are required for safety, regulatory, or operational reasons. For any such changes required by Grantee, Grantee shall pay a dollar amount per acre of a relocated pipeline equal to the per acre amount paid to Grantor for the initial pipeline constructed hereunder. Grantor agrees to execute any further amendments or instruments necessary to confirm such adjustments to the location of the Pipeline.

10. After the initial construction and reclamation of the Pipeline, Grantee shall pay Grantor for actual physical damages to fences, trees and growing crops occasioned anytime Grantee utilizes the rights granted under this Agreement.

11. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, heirs, administrators, and executors.

12. It is hereby understood that no agreement or representation concerning this Agreement shall be binding on the Grantee, unless expressed in writing signed by the Grantee; and any agreements or representations, verbal or written, made by any person on behalf of either the Grantor or the Grantee not contained in this instrument are unauthorized and do not bind the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to comprise one single instrument. This Pipeline Right of Way shall run with the land and shall remain in force and effect until released and relinquished by the Grantee back to the Grantor, in writing. The parties consent to the exclusive jurisdiction of either the United States District Court for the Western District of Virginia, for any disputes or issues arising under, or in any way related to, this Agreement.

13. Grantor shall from time to time execute and deliver such further instruments as necessary to effectuate the rights granted under this Agreement.

**(Remainder of the page intentionally left blank)**

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

GRANTOR:  
COUNTY OF PITTSYLVANIA, VIRGINIA

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

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

COMMONWEALTH OF VIRGINIA;  
COUNTY OF \_\_\_\_\_:

I, \_\_\_\_\_, a Notary Public in and for said County and State, certify that \_\_\_\_\_, personally known to me to be the same person who signed above, appeared before me today in said State and County, and acknowledged and delivered the instrument to be their free act and deed. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires \_\_\_\_\_.

[SEAL]

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

Attachment: PittCo Landfill Acquisition Package Final (2035 : Public Hearing: County Landfill Right-of-Way and Easement Property Disposition (Staff Contact: Rich)

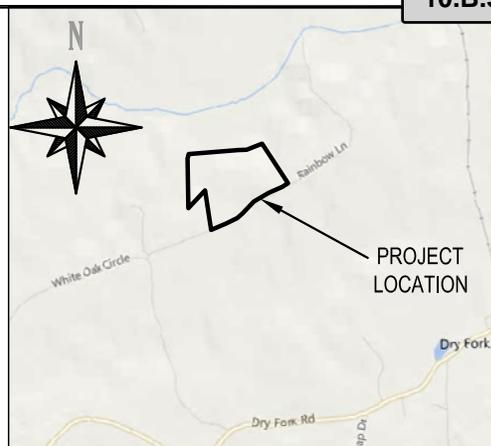
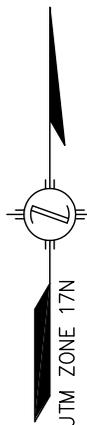
## Exhibit A

Tract No.	Parcel ID	Acreage	Exhibit Reference
VA-PI-035.100.AR	2413-38-1912	60.97	Page 6
VA-PI-036.000	2413-59-6730	304	Page 7,8
VA-PI-037.000	2413-47-1490	89.58	Page 9

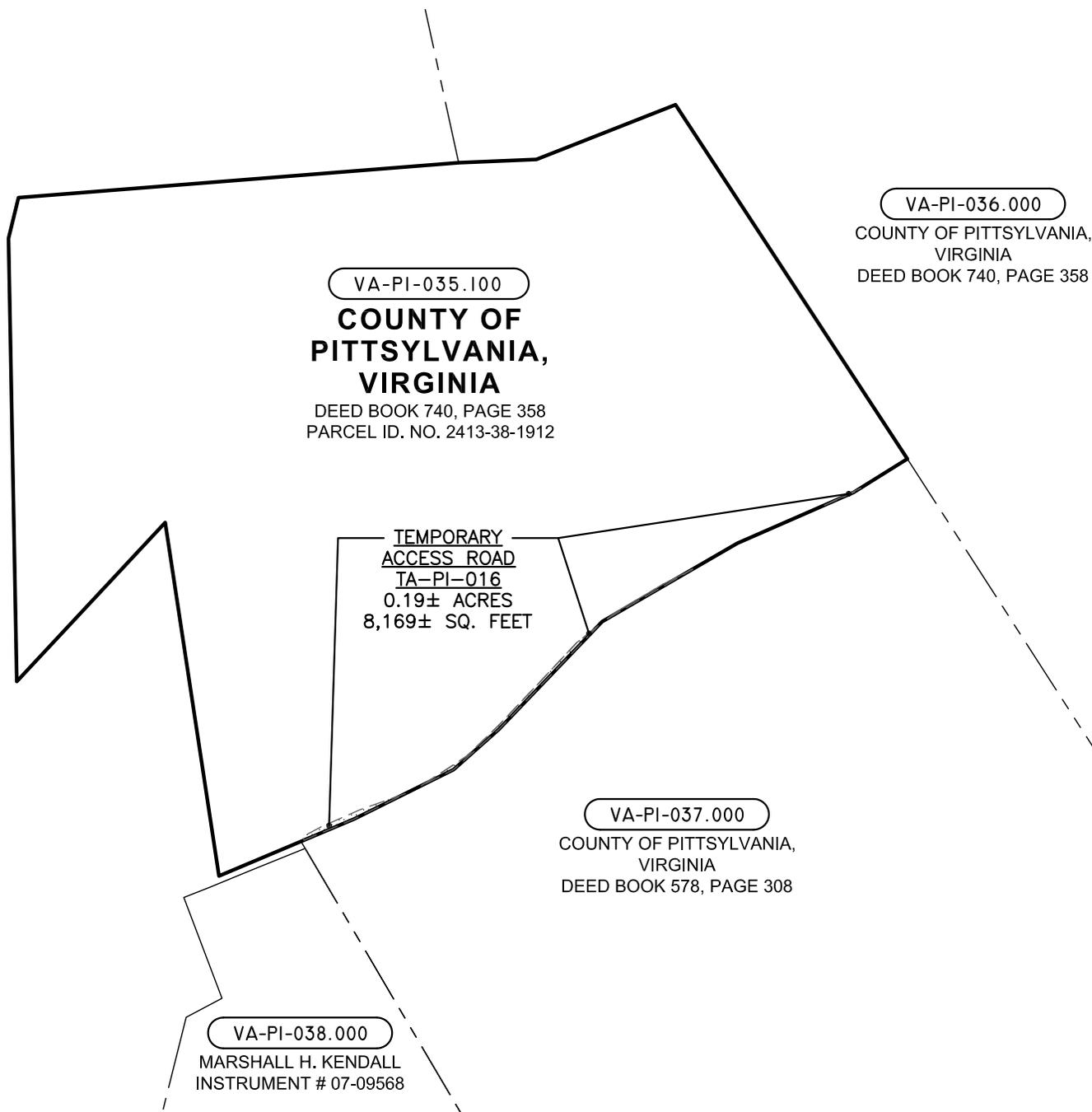
EXHIBIT A

NOTES

1. PROVIDED FOR GENERAL DISCUSSION PURPOSES ONLY.
2. THIS IS NOT A SURVEY PRODUCT.
3. THIS SHOULD NOT BE USED FOR AUTHORITATIVE DEFINITION OF LEGAL BOUNDARY OR PROPERTY TITLE.
4. PROJECTION: UTM ZONE 17N.
5. TEMPORARY EASEMENT TO BE ACQUIRED.



VICINITY MAP (NTS)



COUNTY OF PITTSYLVANIA, VIRGINIA  
 AREA OF TEMPORARY ACCESS ROAD: sq. ft. 8,169±  
acre: 0.19±

LEGEND

	PERMANENT ACCESS ROAD
	TEMPORARY ACCESS ROAD
	PERMANENT EASEMENT
	TEMPORARY WORKSPACE
	ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
	POSSIBLE TEMPORARY WORKSPACE

EASEMENT SURVEY  
 FOR MVP SOUTHGATE  
 CHATHAM MAGISTERIAL DISTRICT  
 PITTSYLVANIA COUNTY, VIRGINIA

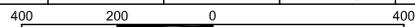


PIPELINE EASEMENT IN PROPERTY OF  
 COUNTY OF PITTSYLVANIA, VIRGINIA

VA-PI-035.100  
 DEED BOOK 740, PAGE 358

VA-PI-035.100.DWG

Drawn By: DJB	Chk'd By: DD	App'd By: TWK	TRC Proj. No. 300423	Scale: 1" = 4'
Drawn Date: 11-06-18			Sheet: 1 OF 1	MVP Proj. No.



GRAPHIC SCALE IN FEET

REVISIONS

No.	Date	Rev By	Description
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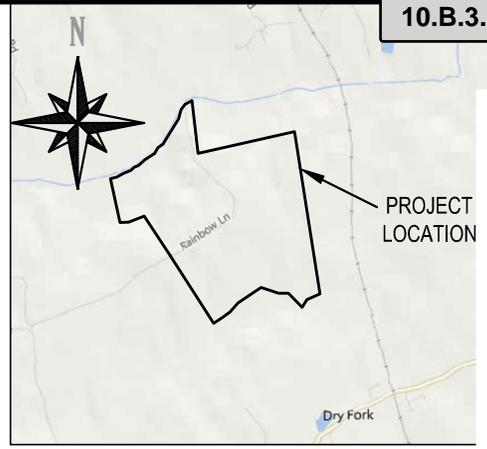
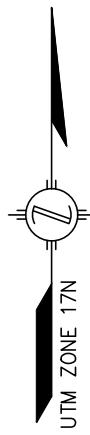
Attachment: PittCo Landfill Acquisition Package Final (2035 : Public Hearing: County Landfill Right-of-Way and Easement Property Disposition (Staff Contact: Rich)

EXHIBIT A

10.B.3.b

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VICINITY MAP (NTS)

VA-PI-035.000

FRANCES NONA  
MONTGOMERY CREWS AI  
LOIS GAIL MONTGOMERY F  
DEED BOOK 259, PAGE 2

VA-PI-036.000

COUNTY OF  
PITTSYLVANIA,  
VIRGINIA

DEED BOOK 740, PAGE 358  
PARCEL ID. NO. 2413-59-6730

TEMPORARY  
WORKSPACE  
1.33± ACRES  
57,816± SQ. FEET

ADDITIONAL  
TEMPORARY  
WORKSPACE  
0.69± ACRES  
29,964± SQ. F

PERMANENT  
EASEMENT  
4.40± ACRES  
191,838± SQ. FEET

TEMPORARY  
WORKSPACE  
2.92± ACRES  
127,007± SQ. FEET

TEMPORARY  
ACCESS ROAD  
TA-PI-015  
0.62± ACRES  
26,909± SQ. FEET

MATCHLINE  
SEE SHEET 2 OF 2

ADDITIONAL  
TEMPORARY  
WORKSPACE  
1.06± ACRES  
46,109± SQ. FEET

COUNTY OF PITTSYLVANIA, VIRGINIA

	sq. ft.	ac
AREA OF PERMANENT EASEMENT:	191,838±	4.4
AREA OF TEMPORARY WORKSPACE:	184,823±	4.2
AREA OF ADDITIONAL TEMPORARY WORKSPACE:	155,697±	3.5
AREA OF ACCESS ROAD:	67,585±	1.5
AREA OF POSSIBLE TEMPORARY WORKSPACE:	6,474±	0.1
CENTERLINE OF EASEMENT:	3,837±	232.5

LEGEND

- PERMANENT ACCESS ROAD
- TEMPORARY ACCESS ROAD
- PERMANENT EASEMENT
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
- POSSIBLE TEMPORARY WORKSPACE

EASEMENT SURVEY  
FOR MVP SOUTHGATE  
CHATHAM MAGISTERIAL DISTRICT  
PITTSYLVANIA COUNTY, VIRGINIA

**Mountain Valley**  
PIPELINE LLC

PIPELINE EASEMENT IN PROPERTY OF  
COUNTY OF PITTSYLVANIA, VIRGINIA

VA-PI-036.000  
DEED BOOK 740, PAGE 358  
VA-PI-036.000.DWG

Drawn By: DJB	Chk'd By:	App'd By:	TRC Proj. No. 300423	Scale: 1" = 300'
Drawn Date: 11-14-18	DD	TWK	Sheet: 1 OF 2	MVP Proj.

GRAPHIC SCALE IN FEET

REVISIONS

No.	Date	Rev By	Description	Checked

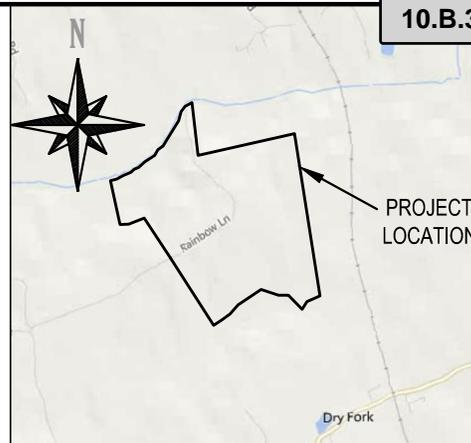
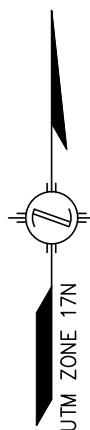
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EXHIBIT A

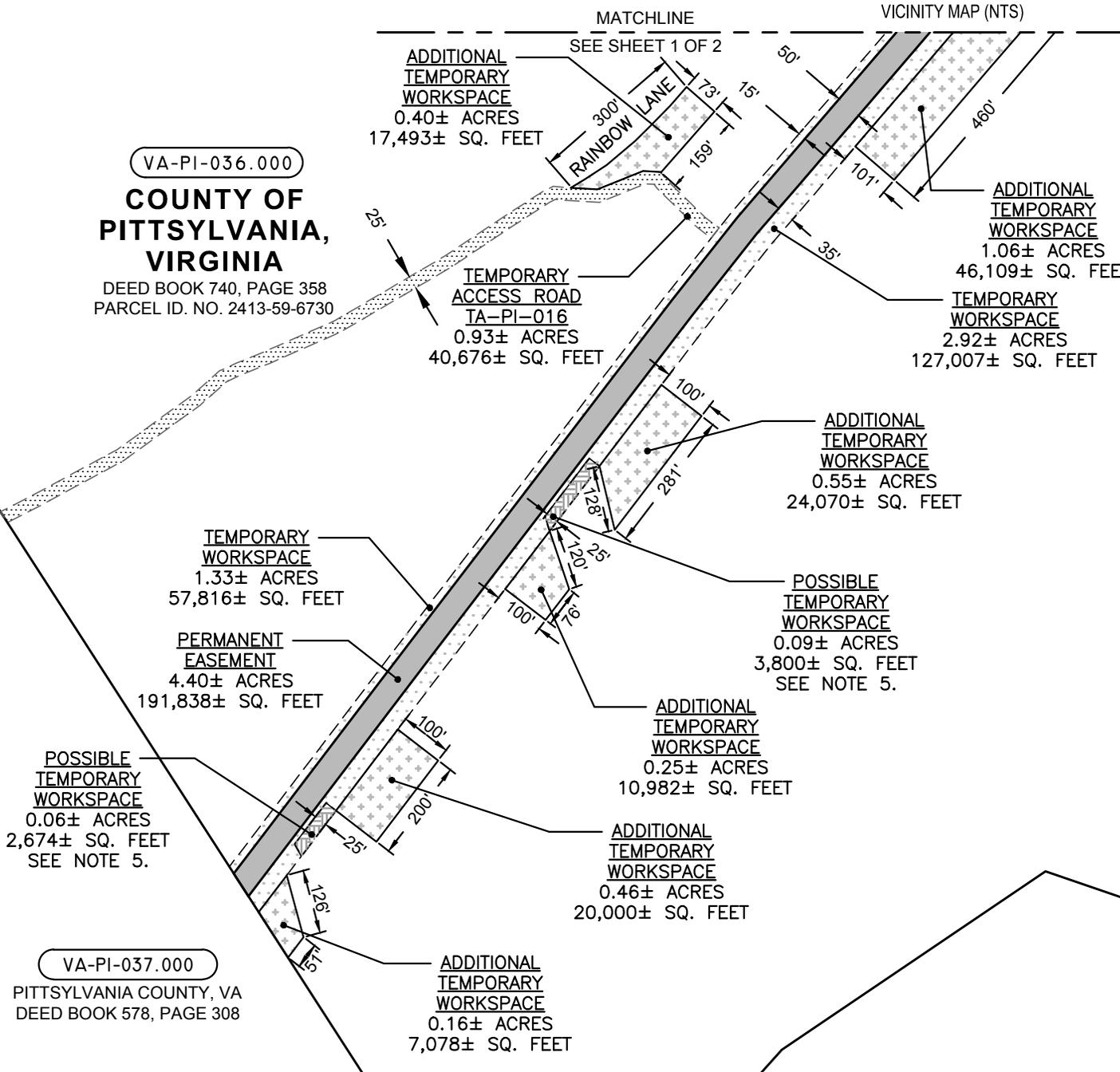
10.B.3.b

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VA-PI-036.000  
**COUNTY OF PITTSYLVANIA, VIRGINIA**  
 DEED BOOK 740, PAGE 358  
 PARCEL ID. NO. 2413-59-6730



VA-PI-037.000  
 PITTSYLVANIA COUNTY, VA  
 DEED BOOK 578, PAGE 308

COUNTY OF PITTSYLVANIA, VIRGINIA

LEGEND

- PERMANENT ACCESS ROAD
- TEMPORARY ACCESS ROAD
- PERMANENT EASEMENT
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
- POSSIBLE TEMPORARY WORKSPACE

EASEMENT SURVEY  
 FOR MVP SOUTHGATE  
 CHATHAM MAGISTERIAL DISTRICT  
 PITTSYLVANIA COUNTY, VIRGINIA

**Mountain Valley PIPELINE LLC**

PIPELINE EASEMENT IN PROPERTY OF  
 COUNTY OF PITTSYLVANIA, VIRGINIA

VA-PI-036.000  
 DEED BOOK 740, PAGE 358  
 VA-PI-036.000.DWG

DJB	Chk'd By:	App'd By:	TRC Proj. No. 300423	Scale: 1" = 11-14-18
DD		TWK	Sheet: 2 OF 2	MVP Proj

GRAPHIC SCALE IN FEET

REVISIONS

Rev By	Description	Checked

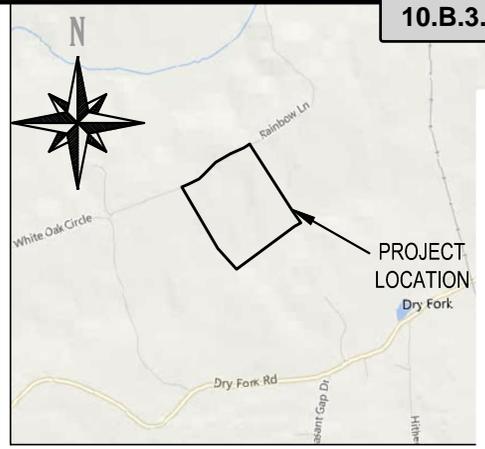
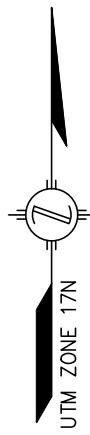
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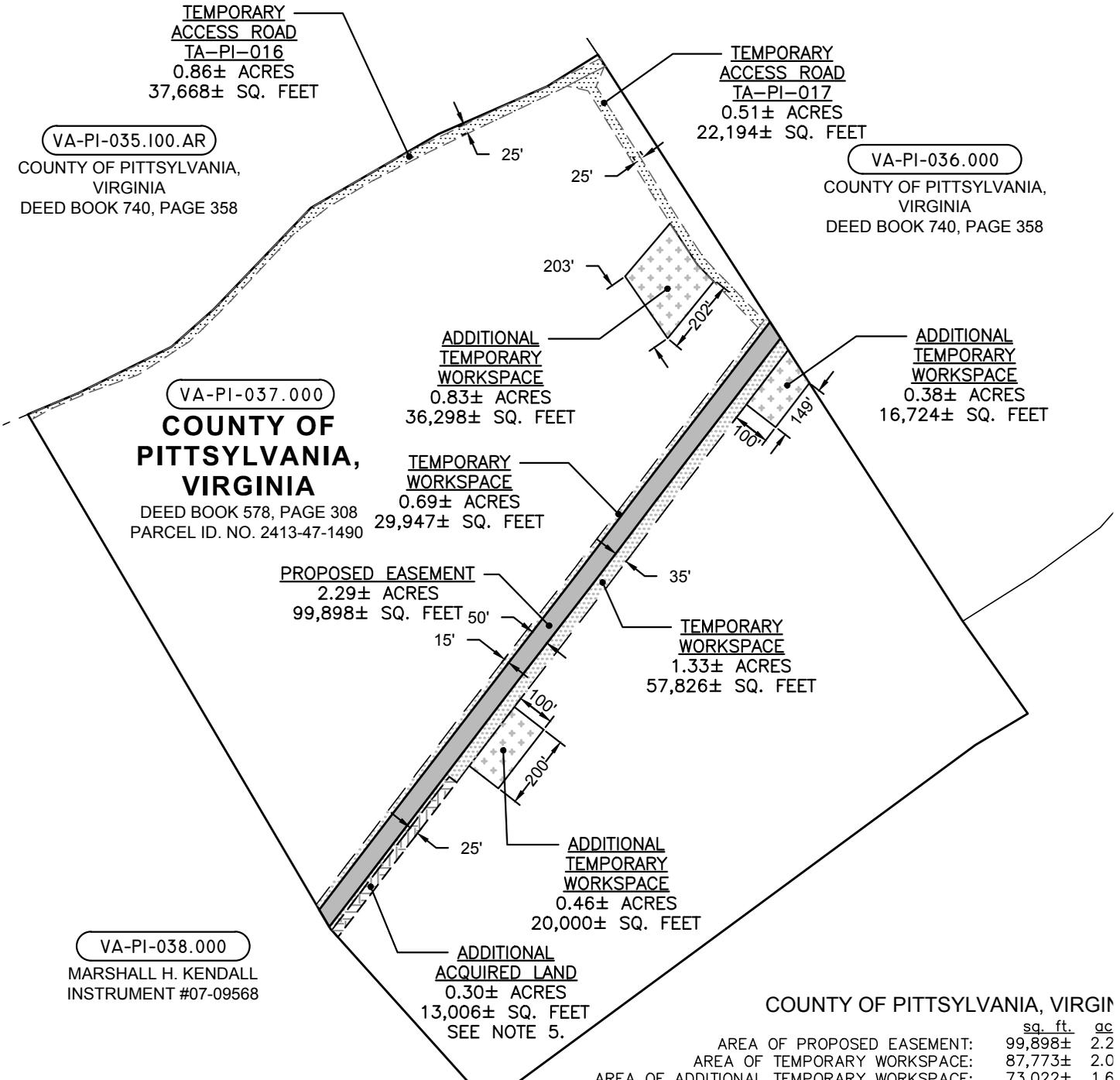
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VICINITY MAP (NTS)



	sq. ft.	ac
AREA OF PROPOSED EASEMENT:	99,898±	2.2
AREA OF TEMPORARY WORKSPACE:	87,773±	2.0
AREA OF ADDITIONAL TEMPORARY WORKSPACE:	73,022±	1.6
AREA OF TEMPORARY ACCESS ROAD:	57,485±	1.3
AREA OF ADDITIONAL ACQUIRED LAND:	13,006±	0.3
	feet	ft
CENTERLINE OF EASEMENT:	1,998±	121.0

LEGEND

	PERMANENT ACCESS ROAD
	TEMPORARY ACCESS ROAD
	PROPOSED EASEMENT
	TEMPORARY WORKSPACE
	ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)
	ADDITIONAL ACQUIRED LAND

EASEMENT SURVEY  
FOR MVP SOUTHGATE  
CHATHAM MAGISTERIAL DISTRICT  
PITTSYLVANIA COUNTY, VIRGINIA

**Mountain Valley**  
PIPELINE LLC

PIPELINE EASEMENT IN PROPERTY OF  
COUNTY OF PITTSYLVANIA, VIRGINIA  
STATE ROAD 836  
VA-PI-037.000  
DEED BOOK 578, PAGE 308  
VA-PI-037.000.DWG

Drawn By: DJB	Chk'd By:	App'd By:	TRC Proj. No. 300423	Scale: 1" = 100'
Drawn Date: 10-26-18	DD	TWK	Sheet: 1 OF 1	MVP Proj.

GRAPHIC SCALE IN FEET

REVISIONS				
No.	Date	Rev By	Description	Checked
1	1-15-19	DD	REVISED AR	DD

Attachment: PittCo Landfill Acquisition Package Final (2035 : Public Hearing: County Landfill Right-of-Way and Easement Property Disposition (Staff Contact: Rich)

**THIS PREPAID RELEASE AGREEMENT** (this “Agreement”) dated that \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between **Mountain Valley Pipeline LLC**, a Delaware limited liability company, with an address of 2200 Energy Drive, Suite 200, Canonsburg, PA 15317 (“Grantee”), (“MVP”) and **COUNTY OF PITTSYLVANIA, VIRGINIA**, with an address of P.O. Box 426, Chatham, VA 24531 (“Landowner”).

1. MVP intends to cause to be laid, constructed, and turned into operation a Pipeline and Temporary Access Road across that certain tract or parcel of real property owned by Landowner, being the land acquired by Landowner in deeds dated February 28, 1984 and September 13, 1973, recorded in the Office of the County Clerk of Pittsylvania County, Virginia, and containing 454.55 acres more or less (the “property”).

2. In consideration of **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)** (the “Sum”) paid by MVP to Landowner, Landowner releases MVP (including its officers, directors, employees, subsidiaries, agents, attorneys, representatives, affiliates, sister companies, parent companies, insurers, assigns, predecessors, successors, and affiliated persons or entities) from any claims for surface damages (including timber and crops) that arise from or relate to the construction and laying of the pipeline and its related equipment, appurtenances, facilities and infrastructure on the property.

3. This Agreement shall benefit and be binding upon MVP and Landowner and their successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of Virginia. The terms of this Agreement shall be confidential and Landowner shall not disclose the same to any other person or entity without prior written consent of MVP, except as required by law or Court order. MVP’s execution of this Agreement is not an admission of liability or wrongdoing. The parties have had opportunity to seek advice of legal counsel in the negotiation of this Agreement, and this Agreement shall not be construed in favor of or against any party. If any of the provisions of this Agreement are held by a court to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable. Landowner shall not object to ordinary permit filings or applications made by MVP in connection with the pipeline or any related improvements or facilities, nor interfere with the lawful activities of MVP or its contractors or agents on the property. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, and collectively shall be deemed one single agreement.

**LANDOWNER:**  
**COUNTY OF PITTSYLVANIA,**  
**VIRGINIA**

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

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

**MOUNTAIN VALLEY PIPELINE, LLC**

**Mountain Valley Pipeline LLC**  
**By: EQM GATHERING OPCO, LLC**  
**– Operator**

By: \_\_\_\_\_  
**Kevin J. Wagner**  
Its: **Attorney-in-Fact**

Attachment: PittCo Landfill Acquisition Package Final (2035 : Public Hearing: County Landfill Right-of-Way and Easement Property Disposition (Staff Contact: Rich)

**ADDENDUM  
(LAND OPERATION WORKSHEET)**

2413-38-1912,  
2413-59-6730,  
Parcel ID #: 2413-47-1490

Agreement Pursuing: Easement (PERM) Pipeline Footage: 5,835 Parcel ID #: 2413-47-1490

Landowner: County of Pittsylvania, Virginia Land Agent: Michael Leonard

As additional consideration for the execution of a Prepaid Release and a Right of Way and Easement Agreement (the "ROW Agreement"), dated \_\_\_\_\_, 20\_\_\_\_ between MOUNTAIN VALLEY PIPELINE, LLC ("MVP") and Landowner (as the same are defined below), the parties agree that during or promptly after MVP's initial construction of the Pipeline (as defined in the ROW Agreement), MVP will undertake the following actions:

1. All brush, tree tops and slash less than 8" in diameter that MVP cuts during construction in the easement area shall be windrowed or burned on the easement area by MVP (at its option), subject to local ordinances and other regulatory agencies.
2. All trees over 8" in diameter that MVP cuts during construction in the easement area shall be cut to tree length and stacked along/adjacent the easement area for Landowner's use.
3. All tree stumps that MVP creates by cutting trees during its construction on the easement area will be buried on the easement area, ground or removed by MVP (at its option), subject to local ordinances and other regulatory agencies.
4. In crop fields (if any) that the easement area crosses, all stones that are 4" in diameter or larger in the easement area will be buried on the easement area or removed by MVP (at its option).
5. Residential lawns (if any) that the easement area crosses will be restored to the condition they were in prior to initial construction, hand raked, limed, fertilized, mulched and reseeded with lawn seed.
6. The surface of the easement area will be restored to its original contour, limed, fertilized, seeded and mulched in accordance with the Project's Erosion & Sediment Control Plan.
7. **MVP will install a heavy equipment crossing (Crossing) to allow equipment weighing up to One Hundred Forty Thousand (140,000) pounds to cross the pipeline and easement area at location indicated on Exhibit A. Landowner will have sole and complete responsibility of ensuring that it is and its agents and contractors are fully aware of the exact location of the Pipeline and Crossing. Any equipment weighing more than 40,000 lbs will not be permitted to cross the right of way and easement area except at the crossing. If at any time the location of the crossing is uncertain Landowner, and its employees, agents, contractors, subcontractors, invitees and designees are obligated to utilize the Virginia 811 system to notify MVP of intended use and MVP will promptly mark location of pipeline. Heavy equipment crossing locations are approximate. Exact locations are to be determined in field during construction with landowner, its agents and MVP and its agents.**

In the event that MVP does not undertake construction of the pipeline/facility project, or use the stated access road for construction of said pipeline that is the subject of this Addendum on the Surface Owner's property (as described in the Release), Surface Owner shall be entitled to keep the damage payment already made to Surface Owner; however, any and all other obligations of MVP, under this Addendum (including as an example, but in no way limited to, obligations to set gates, repair roads, erect fences, or set culverts) shall be null and void.

Signature Page to follow

Executed as of the date of the Prepaid Release and ROW Agreement(s):

**LANDOWNER:**  
**COUNTY OF PITTSYLVANIA,**  
**VIRGINIA**

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

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

**MOUNTAIN VALLEY PIPELINE, LLC**

**Mountain Valley Pipeline LLC**  
**By: EQM GATHERING OPCO, LLC**  
**- Operator**

**By:** \_\_\_\_\_  
**Kevin J. Wagner**  
**Its: Attorney-in-Fact**

Attachment: PittCo Landfill Acquisition Package Final (2035 : Public Hearing: County Landfill Right-of-Way and Easement Property Disposition (Staff Contact: Rich)

Tract No: VA-PI-035.100.AR,  
VA-PI-036.000, VA-PI-037.000  
State: Virginia

Mountain Valley  
Pipeline

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

County: Pittsylvania

**ORDER OF PAYMENT**

For and in consideration of the execution of that certain Pipeline Right of Way Agreement and Prepaid Release Agreement, dated \_\_\_\_\_, 20\_\_\_\_, by and between **COUNTY OF PITTSYLVANIA, VIRGINIA** as Grantor, and **Mountain Valley Pipeline LLC**, a Delaware limited liability company, with an address of 2200 Energy Drive, Suite 200, Canonsburg, PA 15317 as Grantee. Grantee hereby agrees to pay or mail payment in the amount of **Five Hundred Thousand Dollars and Zero Cents (\$500,000.00)** to Grantor by December 30, 2020. If such payment is not received by the designated date, the Right of Way and Easement shall be null and void. All reportable payments are subject to a 28% Federal Backup Withholding Tax should your Social Security Number not be provided. This tax will be deducted from your payment and is non-refundable.

Signed:

**GRANTOR(S):**

**COUNTY OF PITTSYLVANIA, VIRGINIA**

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

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

**GRANTEE:**

**Mountain Valley Pipeline LLC**

**By: EQM GATHERING OPCO, LLC – Operator**

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

**Kevin J. Wagner**

**Its: Attorney-in-Fact**

Amount of ROW:	<b>\$300,000.00</b>
Amount of Damages:	<b>\$200,000.00</b>
Total Amount Paid:	<b>\$500,000.00</b>



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	BB&T Franchise Tax Refund Approval (Staff Contact: Robin C. Goard)		
<b>Staff Contact(s):</b>	Robin C. Goard		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	12.a
<b>Attachment(s):</b>	BB&T Letter		
<b>Reviewed By:</b>			

**SUMMARY:**

BB&T Bank, now Truist Bank, filed bank franchise tax returns in 2013, 2014, and 2015 for tax years 2012, 2013, and 2014, and paid the amount of monies indicated on those returns. BB&T then filed amended returns for those years. The Virginia Department of Taxation originally denied the amended filings. In October 2019, the Virginia Tax Commissioner overruled the denials and sided with BB&T. As a result of this ruling, localities have been notified of the corrections and amount of tax that was paid in error.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

Per Pittsylvania County Code § 6-6.2, County Staff notified the County Administrator of a pending refund to Truist Bank in the amount of \$17,426.00 that may have an adverse effect on County finances. The money could be refunded from the Bank Franchise Tax monies in General Fund Line Item # 100-3-000000-120600.

**RECOMMENDATION:**

For the Board's consideration.

**MOTION:**

For the Board's consideration.



OFFICE OF  
**COMMISSIONER OF THE REVENUE**

PITTSYLVANIA COUNTY  
 P.O. BOX 272  
 CHATHAM, VIRGINIA 24531

(434) 432-7940  
 (434) 656-6211  
 FAX (434) 432-7957  
 robin.goard@pittgov.org

Robin Coles-Goard  
 Commissioner

April 9, 2020

Mr. David Smitherman  
 County Administrator  
 P. O. Box 426  
 Chatham, VA 24531-0426

RE: REFUND REQUEST FOR TRUIST BANK - BANK FRANCHISE TAX  
 (FORMERLY BB & T BANK)

Dear Mr. Smitherman:

This letter is to advise you pursuant to Pittsylvania County Code Section 6-6.2 Refund of Local Taxes Assessed and Paid in Error of a pending refund for the above referenced taxpayer that may have an adverse effect on County finances. I am therefore requesting pursuant to this section, the Board's advice and guidance in authorizing the refund be made by the local Treasurer.

BB&T filed initial bank franchise tax returns in 2013, 2014 and 2015 for tax years 2012, 2013 and 2014 respectfully and paid the amount of monies indicated on those returns. BB & T then filed amended returns for those years claiming they did not subtract retained earnings and historic tax credits from their returns. The Department of Taxation initially denied the amended filings over a dispute pertaining to the retained earnings. In October 2019, the Tax Commissioner overruled the denials and sided with BB & T. As a result of this ruling, localities have been notified of the corrections and amount of tax that was paid in error.

I am enclosing a copy of the letter of refund requesting the Treasurer to refund Truist Bank \$17,426.00 for bank franchise tax paid in error for tax years 2012, 2013 and 2014. Please feel free to contact me if you have any questions.

Regards,

Robin C. Goard  
 Commissioner of the Revenue

Enclosure

Pc: Honorable Vincent Shorter, Treasurer  
 Kim VanDerHyde, Finance Director  
 J. Vaden Hunt, County Attorney

Attachment: BB&T Letter (2036 : BB&T Franchise Tax Refund Approval (Staff Contact: Robin C. Goard))



OFFICE OF  
**COMMISSIONER OF THE REVENUE**

PITTSYLVANIA COUNTY  
 P.O. BOX 272  
 CHATHAM, VIRGINIA 24531

Robin Coles-Goard  
 Commissioner

(434) 432-7940  
 (434) 656-6211  
 FAX (434) 432-7957  
 robin.goard@pittgov.org

April 9, 2020

Vincent Shorter, Treasurer  
 Pittsylvania County  
 Chatham, VA 24531

Dear Mr. Shorter:

The following taxpayer(s) was assessed incorrectly for bank franchise tax for taxable year(s) 2012, 2013 and 2014. The taxpayer states taxes have been paid and is requesting a refund under Sec.58.1-3990 Code of Virginia.

NAME & ADDRESS:

ACCOUNT #

**Truist Bank (formerly BB & T Bank)**  
**P O Box 483**  
**Winston Salem, NC 27102**

**2012 - \$6,240.00      2013 - \$5,138.00      2014 - \$6,048.00**

**TOTAL AMOUNT TO BE REFUNDED : \$17,426.00**

Thank you for your attention in this matter.

Regards,

Robin C. Goard  
 Commissioner of the Revenue

Attachment: BB&T Letter (2036 : BB&T Franchise Tax Refund Approval (Staff Contact: Robin C. Goard))



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Potential Communication Urging Governor Northam to Reopen County Businesses Discussion (Contact: Supervisor Searce)		
<b>Staff Contact(s):</b>	Supervisor Searce		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	12.b
<b>Attachment(s):</b>			
<b>Reviewed By:</b>	VH		

**SUMMARY:**

Supervisor Searce will lead Board discussion of potentially sending a communication to Governor Northam urging him to reopen County businesses.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

Not applicable.

**RECOMMENDATION:**

For the Board's discussion and consideration.

**MOTION:**

For the Board's consideration.



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Resolution #2020-05-05: Cool Branch Tax Exempt Financing Utilization Approval (Staff Contact: Christopher C. Slep)		
<b>Staff Contact(s):</b>	Christopher C. Slep		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	12.c
<b>Attachment(s):</b>	Cool Branch 2020-05-05 Cool Branch		
<b>Reviewed By:</b>			

**SUMMARY:**

The Federal Government, via the Internal Revenue Service (“IRS”), grants local governments up to \$10 million dollars annually in Tax-Exempt Bonds (“TEB”) for financing public needs. Cool Branch Volunteer Fire Company, Inc., desires to utilize TEB in an amount not to exceed \$586,519 to finance One (1) Pierce Enforcer Pumper, together with all attachments and accessories.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

County’s annual TEB allocation.

**RECOMMENDATION:**

For the Board’s consideration.

**MOTION:**

For the Board’s consideration.

**Cool Branch Volunteer Fire Company, Inc.**  
**PO Box 76**  
**Penhook VA 24137**  
[st39@pittgov.org](mailto:st39@pittgov.org)

This meeting regarding the financing of One (1) Pierce Enforcer Pumper together with all attachments and accessories – VIN NA by the Cool Branch Volunteer Fire Company, Inc. in the aggregate principal amount not to exceed \$586,519 is called to order at 1830 hours on April 1, 2020.

Are there any comments?

No Comments from anyone.

This meeting is adjourned at 1832 hours.

Respectfully,

Scottie Adams, President

Presiding Officer

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS**

**RESOLUTION # 2020-05-05**

**WHEREAS**, the Pittsylvania County Board of Supervisors (the “Board”), under the United States Internal Revenue Service (“IRS”) Code, receives a ten (10) million-dollar allocation for tax-exempt bonds each year beginning January 1; and

**WHEREAS**, said tax-exempt bonds cover boards, agencies, and commissions serving under or at the Board’s authorization; and

**WHEREAS**, Cool Branch Volunteer Fire Company, Inc., is an authorized Volunteer Fire and Rescue Department identified in Chapter 11, Public Safety, of the Pittsylvania County Code; thereby, authorizing it to participate in tax-exempt financing for equipment utilized by it for a public use; and

**WHEREAS**, Cool Branch desires to utilize tax-exempt bonds in an amount not to exceed \$586,519 to finance One (1) Pierce Enforcer Pumper, together with all attachments and accessories; and

**WHEREAS**, Cool Branch held a public hearing on April 1, 2020, on the potential utilization of said tax-exempt financing, after legally publishing the notice as required by IRS Code.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Board hereby approves Cool Branch’s utilization of tax-exempt bonds for financing in an amount not to exceed \$586,519 to finance One (1) Pierce Enforcer Pumper, together with all attachments and accessories; and

**BE IT FURTHER RESOLVED**, that a copy of this Resolution be forwarded to Cool Branch to supplement its financing requirements.

Given under my hand this 19<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Robert (“Bob”) W. Warren, Chairman  
Pittsylvania County Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
David M. Smitherman, Clerk  
Pittsylvania County Board of Supervisors

Attachment: 2020-05-05 Cool Branch (2041 : Resolution #2020-05-05: Cool Branch Tax Exempt Financing Utilization Approval)



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Appointment: CPMT (Staff Contact: Cheryl J. Boswell)		
<b>Staff Contact(s):</b>	Cheryl J. Boswell		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	13.a
<b>Attachment(s):</b>	CPMT Appointment		
<b>Reviewed By:</b>			

**SUMMARY:**

The Pittsylvania County Community Policy and Management Team Bylaws (“CPMT”) state: “The following member may request to appoint designees, if approved by the Pittsylvania County Board of Supervisors: (1) Director of Community Services Board, (2) Director of Department of Social Services, (3) Director of Health Department, (4) Director of the 22<sup>nd</sup> District Court Services Unit, and (5) Superintendent of Pittsylvania County Schools.”

Cheryl Boswell, CSA Coordinator, will present letter from the Director of the Health Department Dr. Spillman. He requests Katherine Waller, RN, Nursing Supervisor for the Pittsylvania-Danville and Southside Health Districts, be appointed as a CPMT representative. Spillman also requests that Catheryne Walker, RN, be appointed as Waller’s CPMT alternate.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

None.

**RECOMMENDATION:**

County Staff recommends the Board appoint Waller as a CPMT representative and Walker as her CPMT alternate, effective May 19, 2020.

**MOTION:**

“I make a Motion to appoint Katherine Waller as a CPMT representative and Catheryne Walker as her CPMT alternate, effective May 19, 2020.”

**COMMONWEALTH of VIRGINIA**

*Pittsylvania-Danville Health District  
Headquarters Office  
Danville Health Department  
326 Taylor Drive  
Danville, VA 24541*

DANVILLE: (434) 766-9828  
FAX: (434) 799-5022

CHATHAM: (434) 433-3520  
FAX: (434) 432-7235

*Scott J. Spillmann, MD, MPH, Director*

April 23, 2020

Ms. Cheryl Boswell  
CSA Coordinator  
Pittsylvania County CPMT  
P.O. Box 1064  
Chatham, VA 24531

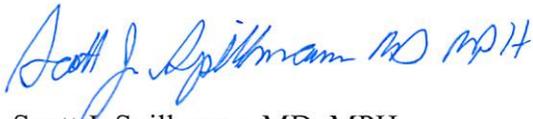
Dear Ms. Boswell,

With this letter I would like to introduce Ms. Katherine Waller, RN, our Nursing Supervisor for the Pittsylvania-Danville and Southside Health Districts, and officially appoint her to serve as our representative on the Pittsylvania County Community Policy and Management Team (PC-CPMT). At this time I would also like to appoint Ms. Catheryne Walker, RN, as our alternate member to the PC-CPMT.

The required confidentiality agreement is attached. Please let us know if you should have any questions or are in need of additional information.

We look forward to continuing to work with you as we serve our community.

Best Regards,



Scott J. Spillmann, MD, MPH  
Health Director  
Pittsylvania-Danville and Southside Health Districts

Attachment: CPMT Appointment (2038 : Appointment: CPMT (Staff Contact: Cheryl J. Boswell))

**Pittsylvania County  
Community Policy and Management Team  
Confidentiality Agreement**

The purpose of the Pittsylvania County Community Policy and Management Team (PC-CPMT) is to conduct a thorough examination of each child and family’s strengths and needs for the purpose of case management, treatment, placement, and eligibility for funding on a case by case basis.

In order to assure a coordinated interagency assessment all relevant data, including historical information concerning the child and family, must be shared at PC-CPMT meetings. Much of this information is protected from disclosure by law, especially medical and mental health records. Therefore, team reviews are closed to the public, and confidential information cannot be lawfully discussed unless the public is excluded.

In no case should ANY team member or designee disclose ANY information regarding team decisions or recommendations outside the team, other than those included on the Children’s Services Act (CSA) Consent to Exchange Information form signed by the parent or legal guardian. Failure to observe this procedure may violate confidentiality statutes that contain penalties and result in removal from the Pittsylvania County CPMT.

The undersigned agrees to abide by the terms of this confidentiality agreement.

Name Katherine Waller

Date 4/24/20

Representing Agency Pitts. Co. Health Dept.

Title RN Supervisor

***This agreement remains in effect Calendar Year 2020***

Attachment: CPMT Appointment (2038 : Appointment: CPMT (Staff Contact: Cheryl J. Boswell))

**Pittsylvania County  
Community Policy and Management Team  
Confidentiality Agreement**

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The undersigned agrees to abide by the terms of this confidentiality agreement.

Name C Walker RN / Cathayne Walker RN

Date 4/23/2020

Representing Agency Danville Health Department /VDH

Title Public Health Nurse

***This agreement remains in effect Calendar Year 2020***

Attachment: CPMT Appointment (2038 : Appointment: CPMT (Staff Contact: Cheryl J. Boswell))



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Appointment: Dan River ASAP Board (Staff Contact: Kaylyn M. McCluster)		
<b>Staff Contact(s):</b>	Kaylyn M. McCluster		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	13.b
<b>Attachment(s):</b>	Appointment of Policy Board member		
<b>Reviewed By:</b>	VH		

**SUMMARY:**

Tammy Goard, Dan River ASAP Board Executive Director, request that Glenda Clark-Motley be appointed to serve a three (3) year term as the Pittsylvania County representative on the Dan River ASAP Board. This is a full Board appointment.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

None

**RECOMMENDATION:**

County Staff recommends the Board appoint Glenda Clark-Motley to the Dan River ASAP Board for a three (3) year term beginning on May 20, 2020.

**MOTION:**

“I make a Motion to appoint Glenda Clark-Motley to the Dan River ASAP Board for a three (3) year term beginning on May 20, 2020.”

DAN RIVER ASAP (Alcohol Safety Action Program)  
135 East Market Street  
Martinsville, VA 24112  
276-632-6303 phone 276-632-6304 fax

March 20, 2020

Pittsylvania County Board of Supervisors  
Kaylyn McCluster, Deputy Clerk

RE: Appointment to Dan River ASAP Policy Board

Dear Ms. McCluster:

I would appreciate you bringing this to the attention of the County Board of Supervisors members at their next meeting for the purpose of appointing Glenda Clark-Motley as representative from the County of Pittsylvania.

The term will expire on 03/21/2020.

Your cooperation and prompt attention to this matter will be greatly appreciated.

Sincerely,

*Tammy Goad*

Tammy Goad,  
Executive Director

Cc: Glenda Clark-Motley



**Board of Supervisors**  
**EXECUTIVE SUMMARY**

**ACTION ITEM**

<b>Agenda Title:</b>	Appointment: MPO (Staff Contact: Kaylyn M. McCluster)		
<b>Staff Contact(s):</b>	David M. Smitherman		
<b>Agenda Date:</b>	May 19, 2020	<b>Item Number:</b>	13.c
<b>Attachment(s):</b>			
<b>Reviewed By:</b>	VH		

**SUMMARY:**

Per Board Bylaw Section 4.2, the Board Chairman appoints the County's representative to the Metropolitan Planning Organization ("MPO"). Due to Mr. Sides' recent retirement, County Staff recommends Chairman Warren appoint Emily S. Ragsdale, County Community Development Director, to fill Sides' vacant seat as the County's MPO alternate voting member.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

None.

**RECOMMENDATION:**

County Staff recommends Chairman Warren appoint Emily S. Ragsdale, Community Development Director, as the County's MPO alternate voting member.

**MOTION:**

Chairman Warren: "I appoint Emily S. Ragsdale as the County's MPO alternate voting member."