



**BOARD OF SUPERVISORS
BUSINESS MEETING
Tuesday, October 20, 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. 2020 VACo Annual Business Meeting Voting Credentials Approval (Staff Contact: Kaylyn M. McCluster)
 - b. WIB Fiscal Agent Agreement Approval (Staff Contact: Kimberly G. Van Der Hyde)
 - c. Budget Amendments (Appropriation of Grant Funds) Approval (Staff Contact: Kimberly G. Van Der Hyde)
 - d. School Budget Transfer Approval (Staff Contact: Kimberly G. Van Der Hyde)
 - e. Solar Ordinance Revisions (PCC Chapter 35) Public Hearing Authorization (Staff Contact: Emily S. Ragsdale)
 - f. PC and BZA Certification Pay Rate Change Approval (Staff Contact: Emily S. Ragsdale)
 - g. Resolution # 2020-10-01 (VDOT Morgan Olson Way) Adoption (Staff Contact: Matthew D. Rowe)
 - h. Resolution # 2020-10-02 (Assurances of Redesignation Application of County Enterprise Zone 57) Adoption (Staff Contact: Matthew D. Rowe)

- i. Recycling Containers IFB Award (Staff Contact: Richard N. Hicks)
- j. Solid Waste Interest PCC Revision (PCC § 17-4(C)) Public Hearing Authorization (Staff Contact: Richard N. Hicks)
- k. Ringgold Rail Trail Engineering Services Agreement Approval (Staff Contact: Richard N. Hicks)
- l. Return Check Fee PCC Revision (PCC § 6-6.6) Public Hearing Authorization (Staff Contact: Vincent E. Shorter)

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.

Case 1: Public Hearing: Rezoning Case R-20-021; First Piedmont Corporation; Dan River Election District; R-1, Residential Suburban Subdivision District, to M-2, Industrial District, Heavy Industry (Supervisor Davis)

Case 2: Public Hearing: Rezoning Case R-20-022; John Martin Gregory; Banister Election District; A-1, Agricultural District, & B-2, Business District, General, to M-2, Industrial District, Heavy Industry (Supervisor Miller)

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: Cell Tower Leases Approval (Staff Contact: Richard N. Hicks)

11. UNFINISHED BUSINESS

12. NEW BUSINESS

13. APPOINTMENTS

- a. IDA Appointment (Callands-Gretna); (Bill Nuckols); (Supervisor Farmer)

14. MATTERS FROM WORK SESSION (IF ANY)

15. BOARD MEMBER REPORTS

16. COUNTY ADMINISTRATOR REPORTS

17. ADJOURNMENT



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	2020 VACo Annual Business Meeting Voting Credentials Approval (Staff Contact: Kaylyn M. McCluster)		
Staff Contact(s):	Kaylyn M. McCluster		
Agenda Date:	October 20, 2020	Item Number:	7.a
Attachment(s):	2020 VACo Voting Credentials Letter Voting Credentials Form 2020 Fillable		
Reviewed By:	VH		

SUMMARY

The 2020 Annual Business Meeting of the Virginia Association of Counties (“VACo”) is on Tuesday, November 11, 2020, at 10:00 a.m., on a WebEx virtual platform. Article VI of the VACo Bylaws states that each county shall designate a representative of its board of supervisors to cast its vote(s) at the Annual Business Meeting. However, if a member of the board of supervisors cannot be present for this meeting, VACo’s Bylaws allow a county to designate a non-elected official from your county to cast a proxy vote(s) for your county. For the County to be certified to vote at the Annual Business Meeting, a completed Voting Credentials Form or a Proxy Statement, attached, must be submitted to VACo by November 1, 2020.

FINANCIAL IMPACT AND FUNDING SOURCE

None.

RECOMMENDATION

County Staff recommends the Board designate Chairman Warren as the County’s VACo Annual Business Meeting Voting Delegate and Vice-Chairman Scarce as the County’s Alternate Delegate. In the event neither of the same can attend VACo’s virtual Annual Business Meeting, County Staff recommends David M. Smitherman, County Administrator, be designated as the County’s non-elected Proxy Voter.

MOTION

“I make a Motion designating Chairman Warren as the County’s VACo Annual Business Meeting Voting Delegate and Vice-Chairman Scarce as the County’s Alternate Delegate. In the event neither of the same can attend VACo’s virtual Annual Business Meeting, I make a further Motion designating David M. Smitherman, County Administrator, as the County’s non-elected Proxy Voter.”

Virginia Association of Counties

Connecting County Governments since 1934



President
Stephen W. Bowen
Nottoway County

President-Elect
Jeffrey C. McKay
Fairfax County

First Vice President
Meg Bohmke
Stafford County

Second Vice President
Jason D. Bellows
Lancaster County

Secretary-Treasurer
Donald L. Hart, Jr.
Accomack County

Immediate Past President
Sherrin C. Alsop
King and Queen County

Executive Director
Dean A. Lynch, CAE

General Counsel
Phyllis A. Errico, Esq., CAE

TO: Chairs, County Board of Supervisors
County Administrators

FROM: Dean A. Lynch, CAE 
Executive Director

SUBJECT: Voting Credentials for the 2020 VACo Annual Business Meeting

DATE: September 15, 2020

The 2020 Annual Business Meeting of the Virginia Association of Counties will be held on Tuesday, November 11, at 10:00 a.m. on a WebEx virtual platform.

Article VI, VACo Bylaws, states that each county shall designate a representative of its board of supervisors to cast its vote(s) at the Annual Business Meeting.

However, if a member of the board of supervisors cannot be present for this meeting, the Association's Bylaws allow a county to designate a non-elected official from your county or a member of a board of supervisors from another county to cast a proxy vote(s) for your county.

For your county to be certified to vote at the Annual Business Meeting, a completed Voting Credentials Form or a Proxy Statement must be submitted to VACo by November 1, 2020.

We look forward to your participation at the virtual VACo Annual Conference November 9 – 11, 2020.

1207 E. Main St., Suite 300
Richmond, Va. 23219-3627

Phone: 804.788.6652
Fax: 804.788.0083

Email: mail@vaco.org
Website: www.vaco.org

VACo 2020 Annual Meeting
Voting Credentials Form

Form may be returned by mail, fax (804-788-0083) or email vrussell@vaco.org

Voting Delegate:
(Supervisor)

Name _____

Title _____

Locality _____

Alternate Delegate:
(Supervisor)

Name _____

Title _____

Locality _____

Certified by:
(Clerk of the Board)

Name _____

Title _____

Locality _____

VACo 2020 Annual Meeting
Proxy Statement

_____ County authorizes the following person to cast its vote at the 2020 Annual Meeting of the Virginia Association of Counties on November 11, 2020.

_____, a non-elected official of this county.

-OR-

_____ a supervisor from _____ County.

This authorization is:

Uninstructed. The proxy may use his/her discretion to cast Pittsylvania County's votes on any issue to come before the annual meeting.

Instructed. The proxy is limited in how he/she may cast _____ County's votes. The issues on which he/she may cast those votes and how he/she should vote are:
(List issues and instructions on the back of this form)

Certified by: Name _____

Title _____

Locality _____

Attachment: Voting Credentials Form 2020 Fillable (2215 : 2020 VACo Annual Business Meeting Voting Credentials Approval (Staff Contact:



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	WIB Fiscal Agent Agreement Approval (Staff Contact: Kimberly G. Van Der Hyde)		
Staff Contact(s):	Kimberly G. Van Der Hyde		
Agenda Date:	October 20, 2020	Item Number:	7.b
Attachment(s):	WIA - Fiscal Agent Agreement - 2020-2021		
Reviewed By:	<i>GH</i>		

SUMMARY:

The County is currently Fiscal Agent for the Workforce Investment Board (“WIB”). The attached Memorandum of Understanding (“MOU”) between the County and WIB outlines the purpose and terms of the County’s representation as WIB’s Fiscal Agent, as well as the anticipated administrative fee for said service. The attached MOU has not been changed from the present MOU, but must be approved for the County to continue to serve as WIB’s Fiscal Agent.

FINANCIAL IMPACT AND FUNDING SOURCE:

Revenue is included in the FY2021 County Budget for the anticipated administrative fee.

RECOMMENDATION:

County Staff recommends that the Board approve the attached MOU as presented, effective July 1, 2020.

MOTION:

“I make a Motion to approve the attached MOU as presented, effective July 1, 2020.”

FISCAL AGENT, PAYROLL, AND BENEFITS SERVICES AGREEMENT

The Virginia Career Works – West Piedmont Board ("Board"), as appointed by the Council of Chief Elected Officials of the Virginia Cities of Danville and Martinsville and the Counties of Henry, Patrick, and Pittsylvania ("Consortium"), and the County of Pittsylvania, Virginia ("County") enter into this Agreement for Fiscal Agent Services, Payroll, and Benefits Services ("Agreement") dated the 1st day of July , 2020.

WITNESSETH

WHEREAS, the Workforce Innovation and Opportunity Act (Public Law 113-128); ("WIOA") has been duly enacted by the Congress of the United States, amending the Workforce Investment Act of 1998, and signed into law by the President on July 22, 2014; and

WHEREAS, the Board was formed by the Consortium in July, 2000, in accordance with the WIA, to serve Region XVII, which includes Pittsylvania, Henry, and Patrick Counties and the Cities of Martinsville and Danville, Virginia; and

WHEREAS, the Board has hired Staff in accordance with WIOA to serve on behalf of, and at the request of the Board, and may add additional Staff in the future; and

WHEREAS, the Board seeks accounting, payroll, and benefit services for its Staff through the County, and

WHEREAS, the County, is willing to act as Fiscal Agent and provide accounting, payroll, and benefit services to Board.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree to the following terms:

1. **TERM.** The Term of this Agreement is July 1, 2020, to June 30, 2021, and may be renewed each year thereafter upon the consent of both parties.

2. **FISCAL AGREEMENT.** The County has been designated by the Board to be the Fiscal Agent and Grant Recipient for Region XVII and is responsible for ensuring compliance with the terms and conditions of the WIOA Grant Funds under WIOA. Therefore, the County shall have the ability, for cause, to terminate the appointment of the Fiscal Agent selected, if the County, in its sole discretion, determines there is good cause to do so by giving written notice of termination and specifying the cause for the termination and the effective date thereof. In the event, the County terminates the appointment of the Fiscal Agent as provided herein, the Fiscal Agent will be paid for the reasonable services provided and the allowable expenses incurred by the Fiscal Agent prior to the termination of the appointment.

If the County terminates the appointment of the Fiscal Agent, the Board, with the advice and consent of the Consortium, shall appoint a new Fiscal Agent. The Fiscal Agent's responsibility

to the Board is limited to accounting for Grant Funds received and disbursement of such Funds as directed by the Board or its duly designated Staff Member. This includes preparing payroll and offering benefits as outlined in Paragraphs 3 and 4 below.

The Consortium, through its appointed Board, and Staff agree to be ultimately responsible for ensuring compliance with the terms and conditions of the WIOA Grant Funds under of WIOA. These duties shall consist of, but not limited to, advising the County how to invest Grant Funds; budgeting; financial and cash management; procurement and purchasing; reporting payroll changes and hours worked as required by County; resolution of findings arising from audits or reviews, providing information to auditors or reviewers; notifying County of any deficiencies noted in grant reports to granting agencies including reimbursement requests.

3. **PAYROLL.** Utilizing its Payroll System, the County will pay the Board Staff compensation earned on a bi-monthly basis for hours worked, and approved vacation, holiday, and sick pay, deducting any required State and Federal taxes, FICA, and other necessary deductions, in accordance with the salary structure established and approved by the Board. All payroll and related employer costs are to be paid from Grant Funds,

4. **BENEFITS.** The County agrees to provide the Board Staff with the same benefits offered to County employees, including health, dental, disability, and vision insurance, if offered, under the same terms and conditions offered to County employees. The employer portion of the cost of such benefits is to be paid from Grant Funds.

5. **STAFF POLICIES.** The Board will establish and approve work hours, as well a Board Policy, based upon the recommendation of the Chief Executive Officer and the on approval of Board. The Board agrees to coordinate policies with the County to avoid problems or conflicts. Holidays and vacation guidelines will be the same as the County Personnel Plan provides for other employees.

6. **FEE.** In exchange for the accounting, payroll, and benefit services provided to Board Staff, the Board will pay the County an annual fee of \$ 21,000, to be paid in twelve (12) equal monthly installments.

7. **TERMINATION.** In the event either Party breaches any term of this Agreement, the non-breaching Party will notify the other Party of the breach in writing, and will allow the other a reasonable time in which to cure the breach. If the breaching Party fails to cure the breach to the satisfaction of the non-breaching Party within ten (10) days of Notice, this Agreement will terminate on the eleventh (11th) day following the breach. Notwithstanding the above-Paragraph, either Party may terminate this Agreement upon a sixty-(60) day Notice to the other Party. Written notice received by email, U.S. mail, or delivered in person will be acceptable.

8. **RELEASE.** The Board releases the County from any and all liability relating to policies and decisions made by the Board as it relates to its Staff and Grant activities. To the extent allowed by Virginia law, the County will be responsible for any liability arising from negligent handling of payroll or benefit services.

9. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the Parties. Any modifications will be made in writing as mutually agreed upon the Parties.

10. **GOVERNING LAW.** This Agreement will be governed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate on the day and year first written above by their authorized Officers to evidence their intention to be legally bound.

WEST PIEDMONT WORKFORCE INVESTMENT BOARD

By: *Adam Wright* Board Chair
Board Chairman
Date: 10-8-20

COMMONWEALTH OF VIRGINIA, AT LARGE

CITY/COUNTY OF Martinsville, to-wit:

The foregoing instrument was acknowledged before me this 8th day of October 2020, by Adam Wright, in his/her capacity as Chairman of the **VIRGINIA CAREER WORKS – WEST PIEDMONT REGION BOARD**, on behalf of such entity,

My commission expires: Oct. 31, 2021
Lavinia L. Wingfield
Notary Public

LAVINIA L. WINGFIELD
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #206129
My Commission Expires Oct. 31, 2021

Registration No. 206129

Attachment: WIA - Fiscal Agent Agreement - 2020-2021 (2209 : WIB Fiscal Agent Agreement Approval (Staff Contact: Kimberly G. Van Der

XVII CONSORTIUM

By: Debra P. Buchanan
Consortium Chairman

Date: 10-8-2020

COMMONWEALTH OF VIRGINIA, AT LARGE

CITY/COUNTY OF Martinsville, to-wit:

The foregoing instrument was acknowledged before me this 8th day of October 2020, by Debra P. Buchanan, in his/her capacity as Chairman of the **CONSORTIUM**, on behalf of such entity,

My commission expires: Oct. 31, 2021

Lavinia L. Wingfield
Notary Public

Registration No. 206129

LAVINIA L. WINGFIELD
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #206129
My Commission Expires Oct. 31, 2021

Attachment: WIA - Fiscal Agent Agreement - 2020-2021 (2209 : WIB Fiscal Agent Agreement Approval (Staff Contact: Kimberly G. Van Der

COUNTY OF PITTSYLVANIA, VIRGINIA

By: _____
Board Chairman

Date: _____

APPROVE AS TO FORM

By: _____
J. Vaden Hunt, Esq.
Pittsylvania County Attorney

COMMONWEALTH OF VIRGINIA, AT LARGE

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ 2020, by _____, in his/her capacity as Chairman of the Board of Supervisors of the **COUNTY OF PITTSYLVANIA, VIRGINIA**, on behalf of such entity,

My commission expires: _____.

Notary Public
Registration No. _____

Attachment: WIA - Fiscal Agent Agreement - 2020-2021 (2209 : WIB Fiscal Agent Agreement Approval (Staff Contact: Kimberly G. Van Der



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Budget Amendments (Appropriation of Grant Funds) Approval (Staff Contact: Kimberly G. Van Der Hyde)		
Staff Contact(s):	Kimberly G. Van Der Hyde		
Agenda Date:	October 20, 2020	Item Number:	7.c
Attachment(s):	Grants Attachment #2208		
Reviewed By:	VH		

SUMMARY:

The following County Budget Amendments need to be considered for approval and appropriation to the FY2020-2021 Grants Fund Budget:

- a.) **Hill's Disaster Relief Grant:** The County's Pet Center was recently awarded a \$10,000 Grant from the Association for Animal Welfare Advancement to help with CVOID-19 effects on Pet Center operations. These funds need to be approved and appropriated to the Grants Fund to cover Pet Center expenses.
- b.) **Greatergood Grant:** The County's Pet Center was recently awarded a \$17,685.43 Clear the Shelters Grant from the Greatergood Organization. These funds will be used to prepare animals for transfer/adoption. These funds need to be approved and appropriated to the Grants Fund to cover Pet Center transfer/adoption expenses.
- c.) **Center for Tech and Civic Life:** The County's Registrar was recently awarded a \$93,376 Grant from the Center for Tech and Civic Life and will be used for the purpose of planning and operationalizing safe and secure election administration for the 2020 election. These funds need to be approved and appropriated to the Grants Fund to cover 2020 election expenses.

FINANCIAL IMPACT AND FUNDING SOURCE:

There is no financial impact concerning the Budget Amendments listed above, since none of them require a local match.

RECOMMENDATION:

County Staff recommends the Board approve the Budget Amendments items as listed above.

MOTION:

"I make a Motion to approve the Budget Amendments as listed above."

THE ASSOCIATION FOR ANIMAL WELFARE ADVANCEMENT

15508 W. BELL RD. SUITE 101-613
SURPRISE, AZ 85374

Bank of America.



7.c.a

ACH R/T 084000020

87-2/640

8/31/2020

PAY TO THE
ORDER OF

Pittsylvania Pet Center

\$**10,000.00

Ten Thousand and 00/100*****

DOLL

Pittsylvania Pet Center
James McLaughlin
11880 US Highway 29
Chatham, VA 24531



AUTHORIZED SIGNATURE

MEMO

Hill's Disaster Relief Grant - 2020

Attachment: Grants Attachment #2208 (2208 : Budget Amendments (Appropriation of Grant Funds) Approval (Staff Contact: Kimberly G. Van
Security features. Details on back. FD



One Union Square | 600 University Street, Suite 1000 | Seattle, WA 98101

09/22/2020

Christine Warren
 Pittsylvania County Board of Supervisors for the Pittsylvania Pet Center
 11880 US Highway 29
 Chatham, VA 24531

Dear Christine Warren,

On behalf of GreaterGood.org and our board of directors, I am pleased to award your organization this Clear The Shelters Fund grant of \$17,685.43 for unrestricted operating expenses. This grant is a part of NBC Universal and Telemundo owned stations' *Clear The Shelters* campaign.

GreaterGood.org is devoted to addressing the health and well-being of people, animals, and the planet.

While a follow up report for this grant is not required, we will send you a link to request an optional follow up due in 3 months. These stories help us highlight the work your shelter is doing and will help GreaterGood.org and Clear The Shelters grow the program with new opportunities next year.

You will receive an email reminder 14 days before this optional follow up is due. If you have any questions, please do not hesitate to contact our grants administrator at karla.ball@greatergood.org.

It is an honor to support the work of your organization.

Best regards,

Liz Baker, CEO
 GreaterGood.org



CENTER FOR
TECH AND
CIVIC LIFE

September 22, 2020

Pittsylvania County, Virginia
General Registrar
110 Old Chatham Elementary Lane
Chatham, VA 24531

Dear Kelly Keesee,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Pittsylvania County, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of the Pittsylvania County General Registrar ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: \$39,376.00 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Pittsylvania County in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

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·
·

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.
3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Ballot drop boxes, Drive-through voting, Election department real estate costs, or costs associated with satellite election department offices, Non-partisan voter education, Personal protective equipment (PPE) for staff, poll workers, or voters, Poll worker recruitment funds, hazard pay, and/or training expenses, Polling place rental and cleaning expenses for early voting or Election Day, Temporary staffing, Voting materials in languages other than English, and Vote-by-mail/Absentee voting equipment or supplies. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and



CENTER FOR TECH & CIVIC LIFE
 233 N MICHIGAN AVE , SUITE 1800
 CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

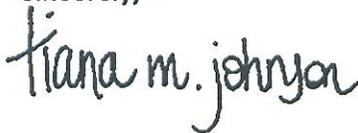
PAGE 2

- shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the General Registrar (“the Election Department”) or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
 9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
 10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandcivicle.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,



Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life



CENTER FOR TECH & CIVIC LIFE
233 N MICHIGAN AVE , SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

PAGE 3

GRANTEE

By: Kelly Keese

Title: Director of Elections, Pittsylvania County

Date: 9/23/2020



CENTER FOR TECH & CIVIC LIFE
233 N MICHIGAN AVE , SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	School Budget Transfer Approval (Staff Contact: Kimberly G. Van Der Hyde)		
Staff Contact(s):	Kimberly G. Van Der Hyde		
Agenda Date:	October 20, 2020	Item Number:	7.d
Attachment(s):	PCS Budget Transfer Request Letter		
Reviewed By:	VH		

SUMMARY:

The Board approved a carryover of \$3,784,653.76 at their July 21, 2020, Meeting. Of this total, \$1,599,926.76 was placed in a Contingency Reserve line item, until such time as it was determined what these funds would be needed for in FY2021. Attached is a letter from the School Board that requests a total of \$200,000 be used from Contingency Reserve to help fund a hazard pay incentive for those employee groups not eligible to be funded by CRF funding. An approval by the Board is necessary, since this Transfer moves funds into the different Budget categories listed below:

Instruction	\$127,145.17
General Admin	32,638.96
Pupil Transportation	13,988.13
Operation & Maint	5,828.39
Non-Instructional Op	3,497.03
Technology	16,902.32

FINANCIAL IMPACT AND FUNDING SOURCE:

There is no financial impact concerning the School transfer request listed above, since these funds already exist in the School's Budget.

RECOMMENDATION:

County Staff recommends the Board approve the School Transfer listed above.

MOTION:

"I make a Motion to approve the School Transfer as listed above."



PITTSYLVANIA COUNTY SCHOOLS

P. O. Box 232, 39 Bank Street, SE, Chatham, VA 24531

7.d.a

Dr. Mark R. Jones
Division Superintendent

October 14, 2020

Mr. David Smitherman, County Administrator
Pittsylvania County Board of Supervisors
P.O. Box 426
Chatham, VA 24531

Mr. Smitherman,

Pittsylvania County School Board intends to use the latest round of Coronavirus Relief Funds (CRF) to give a hazard pay incentive to all working employees to compensate for additional duties related to COVID-19 preparation/response/mitigation. The allowable uses of the CRF funding does not cover all employee groups, therefore, we would like to request permission to use up to \$200,000.00 of the June 30, 2020, carryover to provide hazard pay incentives for these additional employees. All of our employees have worked tirelessly under extraordinary circumstances since our schools were abruptly closed on March 16, 2020, by the Governor and continue to do so on a daily basis.

Your consideration and approval of this request is greatly appreciated.

Sincerely,

Mark R. Jones
Division Superintendent

Attachment: PCS Budget Transfer Request Letter (2228 : School Budget Transfer Approval (Staff Contact: Kimberly G. Van Der Hyde))



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Solar Ordinance Revisions (PCC Chapter 35) Public Hearing Authorization (Staff Contact: Emily S. Ragsdale)		
Staff Contact(s):	Emily S. Ragsdale		
Agenda Date:	October 20, 2020	Item Number:	7.e
Attachment(s):	Proposed Solar Ordinance Amendments		
Reviewed By:	VH		

SUMMARY:

Emily S. Ragsdale, Community Development Director, identified the attached potential revisions to the County's Solar Ordinance that would benefit the County and its citizens. Ragsdale presented the same to the Legislative Committee ("LC") on September 29, 2020.

FUNDING SOURCE AND FINANCIAL IMPACT

Unknown.

RECOMMENDATION:

County Staff recommends the Board accept the LC's unanimous recommendation to advertise the attached potential Solar Ordinance revisions for potential adoption at the Board's November Business Meeting following the legally required Public Hearing."

MOTION:

"I make a Motion accepting the LC's unanimous recommendation to advertise the attached potential Solar Ordinance revisions for potential adoption at the Board's November Business Meeting following the legally required Public Hearing."

Proposed amendments to PCC § 35-141.(C) UTILITY SCALE SOLAR ENERGY FACILITY, PCC § 35-141.(D) PERMITTING REQUIREMENTS FOR LARGE SCALE AND UTILITY SCALE SOLAR ENERGY FACILITIES and PCC § 35-141(E) Decommissioning Requirements for Large and Utility Scale Solar Energy Facilities

SEC. 35-141.(C) UTILITY SCALE SOLAR ENERGY FACILITY

1. Utility-scale solar energy facilities shall be by Special Use Permit in the M-1 Industrial District, Light Industry zoning district and the M-2 Industrial District, Heavy Industry zoning district, and in the A-1 Agricultural zoning district.
2. Utility-scale solar energy facilities shall be located no more than 2 miles from an existing electrical transmission line.
3. Utility-scale solar energy facilities shall be located at least five (5) miles from any other utility scale solar energy facility.
4. Density of panel coverage over the entire site area shall be no more than seventy (70) percent.

SEC. 35-141.(D) PERMITTING REQUIREMENTS FOR LARGE SCALE AND UTILITY SCALE SOLAR ENERGY FACILITIES

3. A site plan meeting the requirements of Chapter 35, Article V, Division 4 Pittsylvania County Code, including the following additional information and details:
 - a) Property lines and setbacks as set out below, unless ~~otherwise prescribed by the Board of Zoning Appeals as a condition of approval for a Special Use Permit~~ required setbacks are increased by the Board of Zoning Appeals as a condition of approval for a Special Use Permit.
 - All aspects and components associated with a solar energy facility shall meet the minimum zoning placement and setback requirements for the zoning district in which it is located shall be no less than one hundred fifty (150) feet from any property line. No setbacks are required between the property lines of parcels that are adjacent to each other and within the project area of a single project.
 - The project area shall be no less than two hundred (200) feet from the property line of any residential use located outside of the project area.
 - b) Existing and proposed buildings and structures, including preliminary location(s) of the proposed solar equipment.

- c) Existing and proposed access roads, drives, turnout locations, and parking; however, this requirement shall not exceed VDOT requirements for other types of projects in the underlying zoning district.
 - d) Location of substations, electrical cabling from the solar systems to the substations, ancillary equipment, buildings, and structures (including those within any applicable setbacks).
 - e) Fencing, or other methods of ensuring public safety, in accordance with Section 35-121.
 - f) Buffering as required based on the visual impacts of the project or as required by the Board of Zoning Appeals as a condition of approval for a Special Use Permit. Required buffers shall be placed or preserved between any required fencing and adjoining properties and/or adjacent rights-of-way. Buffering or vegetative screening shall ~~comply with Section 35-121.~~ include a minimum 15-foot-wide landscaped area comprised of any existing vegetation supplemented as needed with a staggered row of planted trees and large shrubs. The vegetation shall be evergreen and designed to be at least 15 feet in height at maturity of any new plantings and shall be a minimum of 6 feet in height at time of planting. Existing vegetation shall be maintained and supplemented with new plantings as needed to maintain required screening.
 - g) Additional information may be required, as determined by the Zoning Administrator, such as a scaled elevation view and other supporting drawings, photographs of the proposed site, photo or other realistic simulations or modeling of the proposed solar energy project from potentially sensitive locations as deemed necessary by the Zoning Administrator to assess the visual impact of the project, landscaping and screening plan, coverage map, and additional information that may be necessary for a technical review of the proposal.
4. Documentation shall include proof of control over the land or possession of the right to use the land in the manner requested. The applicant may redact sensitive financial or confidential information.
5. Document that the panels are located and installed so that the sum of the glare is directed away from an adjoining property or public rights of way.
6. The applicant shall provide proof of adequate liability insurance for a large and utility scale solar facility prior to issuance of a zoning or building permit.

Sec. 35-141(E) Decommissioning Requirements for Large and Utility Scale Solar Energy Facilities

The owner or operator of a large or utility scale solar energy facility shall completely decommission a facility within 12 months if the facility ceases to generate electricity for a continuous period of 12 months. This period may be extended by the Board of Zoning Appeals if

the owner or operator provides evidence that the failure to generate electricity is due to circumstances beyond their control and the facility has not been abandoned. Decommissioning shall include the removal of all solar collectors, cabling, electrical components, fencing and any other associated equipment, facilities and structures to a depth of at least 36 inches and stabilization of the site. A decommissioning plan shall be submitted, which shall include the following: (1) the anticipated life of the project; (2) the estimated decommissioning cost in current dollars, not including a salvage or recyclable material value used to offset the decommissioning cost, provided in an itemized format by a Virginia Licensed Professional Engineer (PE); (3) how said estimate was determined; and (4) the manner in which the project will be decommissioned. As allowed by Section 35-714 of the Pittsylvania County Zoning Ordinance, the Board of Zoning Appeals shall require a bond with surety or other approved security to ensure compliance with conditions imposed in a Special Use Permit. The plan shall acknowledge that if at any time the project is declared to be an unsafe structure by the Pittsylvania County Building Code Official, the terms of the “unsafe structure” code shall apply. The surety instrument shall meet the following requirements:

- A. Cash or certified check from a federally insured financial institution, with a credit rating of Superior, or equivalent, from a recognized credit rating company, licensed to do business in the Commonwealth of Virginia, to be held in escrow by the County Treasurer, deposited in an interest-bearing bank account.
- B. An Irrevocable Letter of Credit from a federally insured financial institution, with a credit rating of Superior, or equivalent, from a recognized credit rating company, licensed to do business in the Commonwealth of Virginia and payable to the County in part or in full upon demand and receipt of a notice of forfeiture. Letter of credit shall be irrevocable unless replaced with cash or other form of security acceptable to the County.
- C. A surety or performance bond that renews automatically from a company registered and licensed to operate in the Commonwealth of Virginia, with a credit rating of Superior, or equivalent, from a nationally recognized rating company, and on the U.S. Department of Treasury’s Listing of Certified Companies (Department of the Treasury Circular 570, as revised). Performance Bond must be payable to the County and maintained until decommissioning requirements are met. There must be a requirement and mechanism for the surety company to give prompt notice to the County of: (i) any action alleging bankruptcy or insolvency of the surety or violation that would result in suspension or revocation of the license of the surety; (ii) any attempt at cancellation by the owner; and (iii) any pending cancellation by the surety.
- D. An insurance policy that provides the County with acceptable rights as a beneficiary and is issued by an insurance carrier that has the authority to issue insurance policies in the County, and whose insurance operations are regulated and examined by a Federal or State Agency.

Sec. 35-141(F) General Requirements for Large and Utility Scale Solar Energy Facilities

1. The height of roof mounted large and utility-scale solar energy facilities shall not exceed the maximum height of other structures as permitted in the zoning district, and the maximum height of ground mounted facilities shall be 15 feet, as measured from the grade or base of the facility to its highest point, ~~or shall be as approved by the Board of Zoning Appeals as a condition of approval for a Special Use Permit.~~
2. Warning signage shall be placed on solar equipment and facilities to the extent appropriate. Solar equipment shall not be used for the display of advertising, except for reasonable identification of the photovoltaic equipment manufacturer or operator of the solar energy facility. All signs, flags, streamers or similar items, both temporary and permanent, are prohibited on solar equipment except as follows: (a) manufacturer's or installer's identification; (b) warning signs and placards; (c) signs that may be required by a federal agency; and (d) signs that provide a 24-hour emergency contact phone number and warn of any danger. Educational signs providing information about the project and the benefits of renewable energy may be allowed as provided in Article II, Division 3 of the Pittsylvania County Zoning Ordinance.
3. All large and utility scale solar energy facilities shall utilize components which have a UL listing or equivalent and fully comply with all applicable building and electrical codes, and shall not generate or create electrical interruptions or interference with existing electrical or electronic uses.
4. All large and utility scale solar energy facilities shall comply with all applicable state and federal permitting and regulatory requirements.
5. All large and utility scale solar energy facilities must comply with the Pittsylvania County Noise Ordinance, but the requirements shall be no more stringent than for other development in the underlying zoning district.



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	PC and BZA Certification Pay Rate Change Approval (Staff Contact: Emily S. Ragsdale)		
Staff Contact(s):	Emily S. Ragsdale		
Agenda Date:	October 20, 2020	Item Number:	7.f
Attachment(s):			
Reviewed By:			

SUMMARY

To encourage members of both the Planning Commission (“PC”) and the Board of Zoning Appeals (“BZA”) to become certified, County Staff is proposing an increased pay rate for Members who become certified and maintain that certification. Currently, both PC and BZA Members are paid \$200 per Meeting, with the Chairmen of each being paid \$250 per Meeting. County Staff is proposing that noncertified Members earn a reduced rate of \$100 per Meeting, while certified Members continue earning the full \$200 per Meeting. If the certification expires, the Member’s pay would be reduced to the noncertified rate until they become recertified.

FUNDING SOURCE AND FINANCIAL IMPACT

Unknown at this time. Funding has been previously adopted in Community Development’s Budget. If adopted, the above proposed pay rate changes could reduce related County salary expenditures.

RECOMMENDATION

County Staff recommends the Board accept/adopt the Legislative Committee’s recommendation of the above proposed pay rate changes for PC and BZA Members.

MOTION:

“I make a Motion to adopt the above pay rate changes for PC and BZA Members effective January 1, 2021.”



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Resolution # 2020-10-01 (VDOT Morgan Olson Way) Adoption (Staff Contact: Matthew D. Rowe)		
Staff Contact(s):	Matthew D. Rowe		
Agenda Date:	October 20, 2020	Item Number:	7.g
Attachment(s):	2020-10-01 Morgan Olson Way AM-4.3		
Reviewed By:			

SUMMARY

A portion of Morgan Olson Way contains access to marketable parcels, and to make these sites more appealing for future economic development projects, the County desires for the Virginia Department of Transportation (“VDOT”) to maintain this road for vehicular ingress and egress. To do so, VDOT has requested that the County adopt Resolution # 2020-10-01, attached, requesting VDOT add the road back into their maintenance program.

FINANCIAL IMPACT AND FUNDING SOURCE

None (since this road provides access to Danville Pittsylvania Regional Facility Authority (“DPRIFA”) owned land, DPRIFA has paid the fees required for the transaction and the County Attorney has negotiated with VDOT to waive the customary \$10,000 bond).

RECOMMENDATION

County Economic Development Staff recommends the Board adopt Resolution # 2020-10-01 as presented authorize the County Administrator to executed and submit any related necessary documentation to VDOT.

MOTION

“I make a Motion to adopt the Resolution # 2020-10-01 as presented and authorize the County Administrator to executed and submit any related necessary documentation to VDOT.”

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2020-10-01**

**RESOLUTION REQUESTION MORGAN OLSON WAY BE ADDED TO VDOT'S
SECONDARY SYSTEM OF STATE HIGHWAYS**

At the Business Meeting of the Pittsylvania County Board of Supervisors ("Board"), held on Tuesday, August 10, 2020, in the Gallery Room of the Chatham Community Center, the following Resolution was presented and adopted:

WHEREAS, the street described on the attached Additions Form AM-4.3, fully incorporated herein by reference, are shown on plats recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, and

WHEREAS, Virginia Department of Transportation ("VDOT") representatives have advised this Board that the street meet the requirements established by VDOT's Subdivision Street Requirements.

NOW, THEREFORE, BE IT RESOLVED, this Board requests VDOT to add the street described on the attached Additions Form AM-4.3 to the secondary system of state highways, pursuant to §§ 33.2-705 and 33.2-1509, Code of Virginia, 1950, as amended, and VDOT's Subdivision Street Requirements, after receiving a copy of this Resolution and all outstanding fees and documents required of the developer, whichever occurs last in time.

BE IT FURTHER RESOLVED, this Board guarantees a clear and unrestricted right-of-way, as described, and any necessary easements for cuts, fills, and drainage, and

BE IT FINALLY RESOLVED, that a certified copy of this Resolution be forwarded to the VDOT's Resident Engineer.

Given under my hand this 20th day of October, 2020.

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

David M. Smitherman, Clerk
Pittsylvania County Board of Supervisors

VOTE

Joe B. Davis	<u>Yes/No</u>
William (“Vic”) Ingram	<u>Yes/No</u>
Charles H. Miller, Jr.	<u>Yes/No</u>
Robert (“Bob”) W. Warren	<u>Yes/No</u>
Ronald S. Scarce	<u>Yes/No</u>
Ben L. Farmer	<u>Yes/No</u>
Tim W. Dudley	<u>Yes/No</u>

Ayes ____ **Nays** ____ **Abstentions** __

In Pittsylvania County

37021528

by Resolution of the governing body adopted October 20, 2020

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes to the secondary system of state highways.

A Copy Testee Signed (County Official): _____

Report of Changes in the Secondary System of State Highways

Project/Subdivision: Morgan Olson Way

Addition - Access Project Industrial §33.2-1509, §33.2-705

Route Number	Street Name	From Termini	To Termini	Length	Number Of Lanes	Recordation Reference	Row Width
1298	Morgan Olson Way	0.05 M. From Rte. 1299	Cul-de-sac	0.15	3	MB 44	57.5

Attachment: AM-4.3 (2214 : Resolution # 2020-10-01 (VDOT Morgan Olson Way) Adoption (Staff Contact: Matthew D. Rowe))



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Resolution # 2020-10-02 (Assurances of Redesignation Application of County Enterprise Zone 57) Adoption (Staff Contact: Matthew D. Rowe)		
Staff Contact(s):	Matthew D. Rowe		
Agenda Date:	October 20, 2020	Item Number:	7.h
Attachment(s):	2020-10-02 Enterprise Zone 57 Redesignation Assurances 10 2020		
Reviewed By:			

SUMMARY:

The County is applying for the redesignation of Enterprise Zone 57 and its renewal for five (5) years. The Department of Housing and Community Development (“DHCD”) requests that Resolution # 2020-10-02, attached, be approved by the Board for the same.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Economic Development Staff recommends the Board adopt Resolution # 2020-10-02, attached, as presented and authorize the County Administrator to execute and submit any related necessary documentation to DHCD.

MOTION:

“I make a Motion to adopt Resolution # 2020-10-02, attached, as presented and authorize the County Administrator to executed and submit any related necessary documentation to Virginia DHCD.”

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2020-10-02**

**RESOLUTION ADOPTING ASSURANCES OF REDESIGNATION APPLICATION OF
PITTSYLVANIA COUNTY ENTERPRISE ZONE 57**

At the Business Meeting of the Pittsylvania County Board of Supervisors (“Board”), on Tuesday, October 20, 2020, Chatham Community Center (Gallery Room), the following Resolution was presented and adopted:

WHEREAS, as the Board hereby certifies that the information in the Enterprise Zone Request for Renewal is accurate to the best of its knowledge; and

WHEREAS, upon the approval of a five (5)-year renewal period, the local enterprise zone incentives will continue to be administered by the County; and

WHEREAS, it is understood that if at any time the County is unable or unwilling to fulfill a commitment to provide local enterprise zone incentives, or if no state enterprise zone incentives have been utilized within a five (5)-year period, the zone shall be subject to termination.

THEREFORE, BE IT RESOLVED, that a certified copy of this Resolution be forwarded to the Virginia Department of Housing and Community Development.

Given under my hand this 20th day of October, 2020.

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

David M. Smitherman, Clerk
Pittsylvania County Board of Supervisors

VOTE

Joe B. Davis	<u>Yes/No</u>
William (“Vic”) Ingram	<u>Yes/No</u>
Charles H. Miller, Jr.	<u>Yes/No</u>
Robert (“Bob”) W. Warren	<u>Yes/No</u>
Ronald S. Scearce	<u>Yes/No</u>
Ben L. Farmer	<u>Yes/No</u>
Tim W. Dudley	<u>Yes/No</u>

Ayes ___ Nays ___ Abstentions ___

Attachment: 2020-10-02 Enterprise Zone 57 Redesignation Assurances 10 2020 [Revision 1] (2224 : Resolution # 2020-10-02 (Assurances of



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Recycling Containers IFB Award (Staff Contact: Richard N. Hicks)		
Staff Contact(s):	Richard N. Hicks		
Agenda Date:	October 20, 2020	Item Number:	7.i
Attachment(s):	Recycling Containers Bid Documents		
Reviewed By:	RH		

SUMMARY:

To improve the County's recycling efforts, County Staff accepted Invitation for Bids ("IFB") for twenty-one (21), thirty (30) yard roll-off containers. This will allow for the placement of two (2) of the thirty (30) yard containers at each County Convenience Center. Once the containers are in place, all sites will provide recycling for cardboard, newspaper, aluminum cans, and plastic. The placement of these containers will also allow County Staff to collect all containers instead of needing collections to be made by private contractors. This will also allow the County to recoup the costs of the recycling containers. The IFB, attached, was issued on August 26, 2020, and on September 17, 2020. The County received a total of eleven (11) bids. The lowest bid was submitted by Refuse Equipment out of Vinton, Virginia, in the amount of \$120,225.

FINANCIAL IMPACT AND FUNDING SOURCE:

Funds for the purchase of these recycling containers were included in the FY 20/21 County Landfill Budget.

RECOMMENDATION:

County Staff recommends award the bid for the purchase of twenty-one (21), thirty (30) yard roll-off recycling containers to Refuse Equipment in the amount of \$120,225.

MOTION:

"I make a Motion to award the bid for the purchase of twenty-one (21), thirty (30) yard roll-off recycling containers to Refuse Equipment in the amount of \$120,225."

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS Recycled Containers
 OPENING Sept. 17, 2020 2:00 pm

Vendor	Cost
F+F Wholesalers	158,733.75
Wastequip	125,895.00
Northeast Industry	150,245.00
Bakers Waste	122,136.00
Technology Int'l	155,400.00
Technology Int'l	204,750.00
Bucks Fabricating	154,800.00
Thompson Fabricating	152,260.00
Mercaterra Atlantic	234,900.12
Rudeco	162,216.00
Refuse Equipment	120,225.00

In Compliance with this Invitation for Bid, the named party hereby submits a bid in response to Pittsylvania County to furnish services described in this IFB. The entire bid, and any supplemental materials required to be provided by the offeror pursuant to the terms and conditions of the IFB, constitute the entire bid

The party hereby certifies that such is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price or affiant or any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Pittsylvania County or any person interested in the proposed contract.

The party submitting the forgoing Proposal acknowledges the provisions, terms and conditions of this IFB, including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this IFB is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

Name and Address of Firm:
REFUSE EQUIPMNET CORPORATION

2895 RHODES AVE.

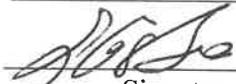
VINTON, VA 24179

Telephone Number: 540-890-3995

Fax: 540-890-7876

CELL NUMBER 540-580-7344

Date: SEPTEMBER 15, 2020

By: 

Signature
L. A. "BUD" ROSS

Print Name
PRESIDENT

Title
e-mail: refuseequip@cox.net

FIN: 54-1444627-172310

Attachment: Recycling Containers Bid Documents (2205 : Recycling Containers IFB Award (Staff Contact: Richard N. Hicks))

TWENTY ONE (21) 30 YARD ROLL OFF CONTAINERS

OFFICIAL BID FORM

The bid below meets or exceeds all the specifications for the containers, which by reference becomes a part of this bid document. Any exceptions shall be fully delineated by listing the exception taken and any descriptive information on the substitute bid.

LIST COST PER CONTAINER: \$ 5,560.00

SHIPPING COST: \$ 3,465.00
(for all containers)

LUMP SUM BID: \$ 120,225.00
(For all 21 containers and shipping)

DELIVERY DATE: WITH PROMPT BID AWARD DELIVERY BY NOVEMBER 13, 2020.
(Please provide a specific date)

List any exceptions:

NONE

Attachment: Recycling Containers Bid Documents (2205 : Recycling Containers IFB Award (Staff Contact: Richard N. Hicks))

STATEMENT OF DISCLAIMER

RE: IFB-20-27-08 (BID OR RFP #)

This is to certify that no employee, official, or elected officer of the County of Pittsylvania has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.

FIRM: REFUSE EQUIPMENT CORPORATION

BY: L. A. "BUD" ROSS 

TITLE: PRESIDENT

CONTRACTOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

L. A. "BUD" ROSS 
Name of Official

PRESIDENT
Title

REFUSE EQUIPMENT CORPORATION
Firm or Corporation

***Return this page with bid.

Attachment: Recycling Containers Bid Documents (2205 : Recycling Containers IFB Award (Staff Contact: Richard N. Hicks))



**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS**

INVITATION FOR BID

**TWENTY-ONE (21) 30 CUBIC YARD ROLL OFF
RECYCLE CONTAINERS**

IFB- 20-27-08

August 26, 2020

CONTACTS;

**CONNIE GIBSON, PROCUREMENT MANAGER
(434) 432-7744**

Attachment: Recycling Containers Bid Documents (2205 : Recycling Containers IFB Award (Staff Contact: Richard N. Hicks))

Issue Date: August 26, 2020

IFB# 20-27-08

Title: 30 Cubic Yard Roll Off- Recycle containers

Issuing Department: Pittsylvania County, Virginia
Purchasing Department
1 Center Street
Chatham, Virginia 24531

Sealed Bids Will Be Received Until 2:00 P.M., Thursday, September 17, 2020 and then publicly opened, for furnishing the following described equipment, materials, and/or services, for delivery and/or performance. Public opening will be in the conference room located at 1 Center Street, Chatham, VA 24531. **Bids received after the deadline will be disqualified.**

Please mark outside of envelope as follows:

IFB 2020-27-08

Twenty- One (21) Cubic 30 Yard Recycle Containers

Bids not so marked or sealed shall be returned to the Vendor and will not be considered.

Mailing address: Connie Gibson
Pittsylvania County Purchasing Department
P.O. Box 426 – 1 Center Street
Chatham, VA 24531

Copies of the Bid Documents may be obtained by emailing connie.gibson@pittgov.org. You may also download this bid at <https://www.pittsylvaniacountyva.gov> website.

All inquiries for bid information should be directed to: Connie Gibson, Purchasing Manager, telephone number: (434) 432-7744, Fax: (434) 432-7746, or connie.gibson@pittgov.org.

Note: The County of Pittsylvania, Virginia does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1, 1950 as amended or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal, State, and County law relating to discrimination in employment or contracting.

**PITTSYLVANIA COUNTY
INVITATION FOR BID**

1. GENERAL

Pittsylvania County Purchasing Department, on behalf of the Pittsylvania County Board of Supervisors, are seeking bids for twenty-one (21) 30 Cubic Yard Roll Off Recycle containers to be located at each of the 21 compactor sites.

2. COMPETITION INTENDED

It is the County's intent that this Invitation for Bid (IFB) permits open competition. It shall be the bidder's responsibility to advise the Purchasing Manager in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Manager no later than five (5) days prior to the date set for bids to be received.

3. AWARD

An award will be made to the lowest responsive and responsible bidder. Award will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. The County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

4. SCOPE OF SERVICES

Twenty-One (21) 30 cubic yards Roll Off recycle containers with body, roof and doors. **Include your specification sheet with bid.** To include slots for citizens to deposit their recycled items. Include a metal divider in the middle of the container to have two different recycle items in one container. See below for container specs, but not limited to:

- a) Roof Style: 3" rise roof
- b) Doors / Openings per side: 2 recycle slot on either side of divider
- c) Hinged Dividers: 1 centered on container
- d) Load Height (distance from Ground to Bottom of Opening): approx 60"
- e) Straight Sides
- f) Understructure Cross Members- 3" channel on 16" center
- g) 2 gussets per cross member
- h) Main Rails - 2" x 6" tubing 3/16" wall, with solid bull nose
- i) Pull Hook - 1 1/2" w x 5 1/2" h x 2 1/2" eye opening
- j) Floor - 3/16" steel plate
- k) Wheels - (2) 8" dia x 6" long with grease fitting / (4) wheels optional
- l) Guide Rollers - 4" dia x 6" long with recessed grease fitting
- m) Sides and Front – 12 gauge steel

- n) Top Cap - 4" x 3" x 11 ga wall tubing
- o) Side Braces - 3" x 5" formed channels - 4 per side (rectangle)
- p) Hinges - heavy-duty hinges with grease fitting
- q) Paint -RED Primer inside and outside 2.0 mils, Industrial enamel finish to 2.0 Paint:

5. DELIVER

- a) Delivery shall be no longer than 8 weeks.
- b) Pittsylvania County Solid Waste can supply equipment to unload containers depending on the type delivery truck.
- c) **Deliver: Pittsylvania County Solid Waste (Landfill)**
382 Rainbow Lane
Dry Fork, VA 24549

SPECIAL TERMS AND CONDITIONS

1. **ADDITIONAL USERS:** This procurement is being conducted on behalf of the Pittsylvania County Board of Supervisors. State agencies, institutions and other public bodies may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
2. **CANCELLATION OF CONTRACT:** The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 calendar day's written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
3. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the County of Pittsylvania, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
4. **NON-APPROPRIATION BY PUBLIC BODY:** Bidder acknowledges that Pittsylvania County is a governmental entity, and that contract validity is based upon the availability of public funding under the authority of the Board of Supervisors. In the event that public funds are unavailable and/or not appropriated for the performance of the County's obligations under any contract, then the contract shall automatically expire without penalty

to the County upon receipt of written 30-day notice by the County to the Contractor of the unavailability and/or non-appropriation of public funds.

5. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award, as a result of this IFB, the County will publicly post such notice on the Pittsylvania County website (www.pittsylvaniacountyva.gov) and at the County Administration Building, located at 1 Center Street, Chatham, VA, 24531 bulletin board.

**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS**

PURCHASING DEPARTMENT

I. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

1. Reservation of County Rights:

The County reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the County, subject to the provisions under the Virginia Public Procurement Act.

The County does not discriminate against faith-based organizations.

2. Laws of the Commonwealth:

Any purchase order/contract resulting from this bid process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful bidders providing goods to the County herewith assure the County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of over \$10,000 the provisions in 1 and 2 below apply:

- (1) During the performance of this contract, the contractor agrees as follows:
 - A. Nondiscrimination Clause: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. Equal Opportunity Employer: The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(2) Subcontractors: The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

(3) Drug Free Workplace – During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that such provision will be binding upon each subcontractor or vendor.

3. Tax Exemption:

The County is exempt from State sales, and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes. Excise exemption registration NO. 54-600-1508 may be used when required or necessary on behalf of the County.

4. Modifications, Additions, or Changes:

Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.

5. Delivery Point:

Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the County as directed by the Central Purchasing Department.

6. Transportation and Packaging:

The authorized agent by signing this bid certifies and warrants that the bid price offered for F.O.B. destination, includes only the actual freight rate costs at the lowest and best rate and is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be

used. All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description and number, size and quantity.

7. Evaluation of Bid Documents:

If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders shall submit a written request, within the time frame provided, after receipt of the invitation to bid to the Central Purchasing Department. The Central Purchasing Department will have final authority to review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions. Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Central Purchasing Department will not be responsible for explanations or interpretations of the bid documents, except as issued in writing by the Purchasing Manager and/or County Administrator.

8. Default:

In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

9. Anti-Collusion Certification:

The authorized agent by signing this bid certifies and warrants that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The signing agent understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.

10. Kickbacks:

The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchange. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

11. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor, shall confer on any public employee or official having formal responsibility for a procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of more

than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

12. Termination/Cancellation of Contract:

Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the County for cause, default or negligence on the part of the appraiser or firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination of Cause.

C. Non-Appropriation Clause/Termination due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

13. Quantities:

Quantities set forth in this invitation are estimates only, and the successful bidder shall supply at bid prices actual quantities as ordered regardless of whether such total quantities are more or less than those shown.

14. Ordering:

All orders from the County shall be issued by the Central Purchasing Department. A County purchase order number is required for the contract; yet partial order quantities and deliveries will be accepted upon request or as outlined in the Special Specifications, by the Central Purchasing Department. No other department or personnel other than those in the Central Purchasing Department of the County are qualified to issue purchase orders, make changes in orders, or accept delivery on orders under this contract without specific written authorization being received by the contractor from the Central Purchasing Department or as otherwise specified in the Special Specifications.

15. Invoices/Billing Process:

Invoices for items ordered, delivered, and accepted by the Central Purchasing Department or authorized departments shall be submitted by the contractor directly to the Accounting Department, at the address shown on the purchase order. The purchase order number must be referenced on all invoices regardless of quantities delivered, backordered, etc. Any outstanding quantities not included in the billing or invoice should be shown on a separate statement specifically marked, as not being an invoice for payment yet is an accountability of items and cost outstanding.

16. Discounts:

All bids will be evaluated and awarded on net prices. Cash discounts will not be considered in making awards. If cash discounts for prompt payment are offered, it must be clearly shown on the bid forms in the space provided. On monthly invoices any payment terms must be clearly marked. The County will attempt to take advantage of any such discounts provided our timetable allows us to do so.

17. Hold Harmless:

The successful contractor assumes and agrees to indemnify, defend and hold harmless Pittsylvania County, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, labor, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence on the part of the using agency or to the manner outlined by the contractor and description literature or specifications submitted with the contractor's bid.

18. Warranty:

The contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the contractor, his subcontractor or other agents. The warranty shall be in effect for the period of time specified.

19. Contractual Intent

Upon successful award of this bid by the County, it is the County's intent to have a written contract fully executed by all participating parties. This contract shall delineate the County, performances and considerations for all parties involved.

The contents of the bid submitted by the successful bidder and the bid specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contract for Services" with the County.

Sample contracts may be submitted by either party at the time of the bid, however, the County reserves the right to use its uniform contract format over all samples submitted.

20. Insurance

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will maintain all required Worker's Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Copies of insurance certificates shall be submitted with all bids/proposals.

21. Use of Name Brands Within These Specifications:

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to prospective bidders the general style, type, character and quality of article desired, and wherever in specifications or contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

22. Access To Records:

The County Administrator or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers and records of the County Administrator in the event of litigation or arbitration involving this Agreement, rights of access, examination and copying hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Solid Waste Interest PCC Revision (PCC § 17-4(C)) Public Hearing Authorization (Staff Contact: Richard N. Hicks)		
Staff Contact(s):	Richard N. Hicks		
Agenda Date:	October 20, 2020	Item Number:	7.j
Attachment(s):	Landfill Invoice Interest Regulations		
Reviewed By:	RH		

SUMMARY:

County Staff recently discovered that there are no interest charges on unpaid solid waste disposal invoices at the County Landfill. There are not many unpaid invoices, but when an invoice remains unpaid for thirty (30) days or more, County Staff feels there should be interest added to the invoice. Virginia Code § 15.2-105, attached, allows the Board to adopt an Ordinance imposing interest on delinquent landfill accounts “not exceeding ten percent.” For the Board’s review and consideration, attached is a related proposed revision to Pittsylvania County Code (“PCC”) § 17-4(C).

FINANCIAL IMPACT AND FUNDING SOURCE:

No negative County funding impact. This change will assist the County in capturing its administrative costs related to delinquent County Landfill solid waste disposal invoices.

RECOMMENDATION:

County staff recommends the Board accept the Legislative Committee’s recommendation to advertise the attached revision to PCC § 17-4(C) for a Public Hearing at the Board’s November Business Meeting for potential adoption.

MOTION:

“I make a Motion to accept the Legislative Committee’s recommendation to advertise the attached revision to PCC § 17-4(C) for a Public Hearing at the Board’s November Business Meeting for potential adoption.”

Virginia Code § 15.2-105. Penalty and interest for failure to pay accounts when due.

Any person failing to pay, pursuant to an ordinance, any account due a locality on or before its due date, other than taxes which are provided for in Title 58.1, may, at the option of the locality, incur a penalty thereon of ten dollars or an amount not exceeding ten percent. The penalty shall be added to the amount of the account due from such person. No penalty shall be imposed for failure to pay any account if such failure was not in any way the fault of the debtor.

Interest at the rate of ten percent annually from the first day following the day such account is due may be collected upon the principal and penalty of all such accounts.

PCC § 17-4. PITTSYLVANIA COUNTY LANDFILL

A. The Pittsylvania County Landfill shall be operated as an Enterprise Fund wherein all solid waste received at the Pittsylvania County Landfill must be billed at the current approved tipping fee in accordance with Section 17-4(C). Revenues to the Enterprise Fund shall be derived from the County's consumer utility tax and the tipping fees.

B. No commercial hauler shall be permitted to dispose of solid waste in the Pittsylvania County Landfill without having first entered into a written contract for such disposal with the Board of Supervisors of Pittsylvania County, Virginia, acting through its duly authorized County Administrator or his/her designee.

C. The fee for disposal of acceptable solid waste at the County Landfill shall be set annually by the Board of Supervisors. **Ten percent (10%) interest shall be applied to all landfill disposal accounts more than thirty (30) days in arrears.**

D. Incorporated Towns of Pittsylvania County will be charged a disposal fee in accordance with Sections 17-4(A) and (C) provided the County does not collect a utility tax within the incorporated Town limits. (B.S.M. 6/20/00)

E. For County residents and County businesses only, tires may be disposed of only at the County Landfill at a rate set annually by the Board of Supervisors.

F. Hazardous chemicals, liquid waste, hazardous waste, highly combustible waste, sludge, and other semi-solid fluids shall not be accepted at the Pittsylvania County Sanitary Landfill except by prior approval by the Board of Supervisors and shall be disposed of only as approved by the Department of Environmental quality of the Commonwealth of Virginia. To this end, all waste presented for disposal at the landfill may be inspected prior to disposal. All waste presented for disposal shall be presented in such a manner as to allow for easy inspection. In the event that unacceptable waste is detected or suspected, the County Administrator, Assistant County Administrator, Director of Public Works, or head of operations at the landfill, or any designee thereof, shall refuse to accept such waste for disposal, until such waste is determined to be acceptable waste by analysis from the Department of Environmental Quality or its designee.

G. It shall be unlawful for any person to enter the area of the Pittsylvania County Sanitary Landfill in which solid waste is deposited and remains uncovered and not buried who is not authorized by the Director of Public Works, or the head of operations at the landfill, or any designee thereof. It shall likewise be unlawful for any person to remove, disturb, or search in the solid waste or engage in the practice of sorting through or scavenging in or about the solid waste deposited at the Pittsylvania County Sanitary Landfill. The foregoing shall not apply to any County employee in the regular course of his duties or any other person authorized by the County Administrator or County official in charge of the Solid Waste program.

H. Regulations governing the Landfill shall be posted at the Landfill gate. The County Administrator or other designee of the Board of Supervisors shall arrange special hours of operations on Saturdays and holidays, as the need arises, and such special open hours shall be reported to the public through the news media.

I. Solid waste tonnage accepted at the County Landfill shall be determined by the County's Landfill permit.

J. Subject to all conditions contained inappropriate in the State and Federal permits, an oil recycling program for the citizens and commercial businesses of Pittsylvania County shall be operated at the Pittsylvania County Landfill. The landfill operation manager, or his designated assignee, in his sole discretion may reject or deny acceptance of any oil, for any of the following reasons:

- Inability to inspect oil
- Suspicion of contamination
- Failure to submit documentation of origin
- Proof of residency. Failure to provide proof of residency
- Unavailable storage capacity at the landfill.
- Any and all requirements placed on the County by the Department of Environmental Quality, United States Environmental Protection Agency, or any other regulatory agency with jurisdiction in the Commonwealth of Virginia.

No oil shall be accepted from a commercial hauler. (B.S.M. 8/18/98)



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Ringgold Rail Trail Engineering Services Agreement Approval (Staff Contact: Richard N. Hicks)		
Staff Contact(s):	Richard N. Hicks		
Agenda Date:	October 20, 2020	Item Number:	7.k
Attachment(s):	2020.10.14 Ringgold Rail#1_		
Reviewed By:	RH		

SUMMARY:

The County has finally received approval to make the necessary repairs to the Ringgold Rail Trail, the railroad bridge, and the County railroad spur ("Project") caused by Hurricane Michael. The total Project amount approved was \$3,028,121.48. FEMA will cover \$2,271,091.11 of the Project's cost, the State will cover \$575,343.08, and the County's share would be \$181,687.29. The County has funds set aside to cover its costs. Dewberry did the initial review and cost estimates for the Project through an existing agreement with the West Piedmont Planning District Commission ("WPPDC"). The County can amend said agreement to include the work necessary to complete the Project. For the Board's review and consideration, attached is the proposal from Dewberry to WPPDC to amend the existing agreement for the Project in the amount \$322,000 ("Amended Agreement").

FINANCIAL IMPACT AND FUNDING SOURCE:

The cost of the services to be provided will be split using the formula as approved by FEMA for the Project. This Project is considered a large project under FEMA guidelines, so the final costs and cost sharing will be based on the actual Project cost.

RECOMMENDATION:

County Staff recommends the Board authorize the County Administrator to execute the attached Amended Agreement with WPPDC in the amount of \$322,000 as presented.

MOTION:

"I make a Motion authorizing the County Administrator to execute the attached Amended Agreement with WPPDC in the amount of \$322,000 as presented."

October 14, 2020

Mr. David Hoback
Executive Director
West Piedmont Planning District Commission (WPPDC)
1100 Madison Street
Martinsville, VA 24112

**RE: Ringgold Rail, Trail and Bridge Repair – Amendment #1
Pittsylvania County
Ringgold, Virginia**

Dear Mr. Hoback:

As an amendment to our existing contract, Dewberry Engineers Inc. (Dewberry) appreciates this opportunity to present our scope of work and cost proposal for additional professional surveying, environmental, and engineering services. The project includes the repair of damaged sections of the existing rail line owned by Pittsylvania County (County) and sections of the Ringgold Rail Trail including an existing five-span ashlar stone masonry arch structure. Dewberry understands that the County has received funding from FEMA and the Virginia Department of Emergency Management (VDEM) totaling approximately \$3 million for design and construction related services. The following contains our understanding of the project, scope of services, and proposed fees for the work. The County wishes to utilize our on-call services agreement with WPPDC to complete these services.

UNDERSTANDING OF THE PROJECT

In the aftermath of Hurricane Michael, flooding along Sandy Creek near Ringgold resulted in damage to an existing rail line near the trailhead on Ringgold Road. Additional damage was sustained on the Ringgold Rail Trail including the partial collapse of a stone arch bridge that carries a portion of that trail. The bridge is presently closed to all traffic. The County is seeking a phased approach for assessing the damage and subsequent design and construction of necessary repairs/improvements. For the initial phase of the project, Dewberry has provided an assessment of approximately one-half mile of the rail line and approximately four (4) miles of the trail spanning from Route 655 (Shawnee Road) trail head to access point on Kerns Church Road. Dewberry understands that the County owns 25' on each side of the old rail bed which translates to a 50' total width trail right-of-way. The existing bridge on the trail system over Sandy Creek is a five-span, ashlar stone masonry arch structure believed to have been constructed by the railroad circa 1915 and retrofitted from open-deck to ballasted deck superstructure between 1925 and 1927. The pier heights were measured at approximately 56 feet from base of rail to bottom of masonry at Pier 3 and approximately 58 feet at Pier 5. The height from base of rail to normal waterline was measured at approximately 50 feet.

Storm damage descriptions, photos, and assessments are detailed in three (3) reports prepared by Dewberry and submitted to the County and FEMA. The reports listed below have been approved by FEMA and considered as the basis for the scope of work described in this proposal. The three (3) reports are:

- Inspection Report – Ringgold Rail Trail (latest revision 12/2019)
- Rail Assessment (latest revision 12/2019)
- Bridge Inspection Report – Ringgold Rail Trail Richmond and Danville Bridge (latest revision 09/2019)

Due to the storm damage, this section of the trail, including the existing bridge, was closed immediately after the collapse of Pier 4 was discovered. There are multiple areas of the trail which will require extensive remediation work to make necessary repairs allowing the trail to be reopened. The damage includes severe erosion and washout at multiple locations, the damage/removal of several pipe culverts and additional damage directly related to flooding from the storm. As to the bridge, the collapsed pier left the span between Pier 3 and Pier 5 suspended without direct support and in an apparent unsafe condition for traffic. The initial phase of work investigated and assessed the condition of both the trail itself along with the remaining structure and, to the extent practicable, determine the prospects for repair of the remnants. We assume any access agreements, temporary construction easements, etc. with neighboring property owners will be coordinated and obtained by the County. This amendment includes the preparation of construction documents and associated permitting and construction administration for the work described in the aforementioned reports approved by FEMA. We further understand that this project is subject to provisions outlined in the Davis-Bacon Act.

SCOPE OF SERVICES & FEES

Dewberry proposes to provide the additional Scope of Services described below:

PHASE 2 – DESIGN AND CONSTRUCTION

1. Bridge Design

Bridge Task 1 – 30% Design

The County has elected to restore the existing bridge back to pre-disaster design, function, and capacity within the existing footprint. In order to accomplish that, structural evaluation of the existing structure will be performed to determine the stability of the structure and the possible collapse mechanisms that may occur upon the initiation of construction. Dewberry will prepare a structural model to evaluate the current condition of the structure and identify risks in the repair of the structure. Support structures will be evaluated to provide stabilization and prevent the progressive collapse of the entire structure. The preliminary design will provide the basis for repairs and the construction staging necessary to prevent further damage and collapse of the structure.

Based on the structural evaluation and the results from the preliminary design, a preliminary engineering design will be developed. The design will be performed in accordance LRFD Bridge Design Specifications, 2015 edition with supplements, the AASHTO Pedestrian Bridge Guidelines and the owner's applicable criteria. The Deliverable is a set of preliminary plan sheets that include and general plan view, elevation view and typical section and a general sequence of construction concept. The base preliminary design is for repairing the existing bridge and returning it to service, if feasible, or for partial removal and stabilizing the remnants of the existing stone arch bridge for preservation purposes if return to services is not feasible. The challenge of this analysis is in preparing the stabilization and construction sequencing of the existing structure in order to avoid progressive collapse of the structure. Deliverables for this task include a plan set of the repairs including General Plan and Elevation, Typical Section, and Construction Staging.

FEE: \$87,000 (Hourly Fee Estimate)

Bridge Task 2 – 90% Design

Upon approval of the 30% Design Deliverable and addressing any comments or concerns, Dewberry will commence final design of the structure repairs and restoration. Design and details for this phase include foundation design, superstructure design, and preparation of architectural and structural details. Dewberry will also prepare specifications, quantities and an engineer's opinion of probable cost based on the final design elements. This set of documents will be submitted for evaluation prior to the plans and specifications being signed and sealed for advertisement. Deliverables for this task include a plan set of the repairs including Complete Construction Plans, Quantities, Specifications, and Engineer's Opinion of Probable Cost.

FEE: \$78,500 (Hourly Fee Estimate)

Bridge Task 3 – 100% Design

Dewberry will address comments in response to the 90% Design submittal. Additional detailing and coordination with the entire project will be made in order to prepare the plans for the bid process. Deliverables for this task include a plan set of the repairs including signed and sealed Complete Construction Plans, Quantities, Specifications, and Engineer's Opinion of Probable Cost.

FEE: \$20,000 (Hourly Fee Estimate)

2. Survey (Rail Line and Trail)

Dewberry will perform a limited field topographic survey of the damaged sites within the rail line and trail as listed in the reports noted above. The scope of the survey will include the rail/trail alignment (including 100 LF in either direction of the damaged areas), tie-in grades at top/bottom of side slopes (including 30 LF beyond tie-in points), and the proposed area of the construction access road for bridge construction operations. Two (2) control points will be established at each survey site and will be located in an area that is to be undisturbed by construction. This totals approximately 11.5 acres +/- and the deliverable will be a CAD file suitable for use to develop design plans. No boundary survey services are included nor will any additional maps or plats be prepared.

FEE: \$13,000 (Hourly Fee Estimate)

3. Environmental Delineation and Permitting (Bridge, Rail Line and Trail)

Dewberry will conduct a wetland investigation to identify approximate limits of jurisdictional wetlands and Waters of the U.S. (WOTUS) within 100' of the previously identified damaged sections along the approximate four (4) mile Ringgold Rail Trail from Route 655 (Shawnee Road) trail head to access point on Kerns Church Road.

Field indicators of hydrophytic vegetation, hydric soils, and wetland hydrology will be observed and recorded to determine the approximate wetland boundaries. Stream channel(s) will be delineated at the ordinary high-water mark. Boundaries of jurisdictional wetlands will be flagged with survey tape in preparation for a field survey. Data points will be field located and U.S. Army Corps of Engineers (USACE) data forms completed to characterize each type of wetland community in accordance with the 1987 "Corps of Engineers Wetland Delineation Manual" and the 2012 "Eastern Mountains and Piedmont Region" supplement.

To accomplish the task above, the wetland and WOTUS delineation will need to be field surveyed and a drawing produced to represent field located wetlands and streams. Dewberry will field survey the delineation flagging. A wetland report summarizing the wetland investigation, including wetland data sheets, and map exhibits will be prepared and forwarded to the USACE Regulatory of the Day (ROD). Dewberry will request a verification of the jurisdictional boundary locations from the USACE.

In order to have a delineation confirmed by the USACE and Virginia Dept. of Environmental Quality (DEQ), an additional site visit will be necessary. Dewberry will coordinate an onsite meeting with a representative from the USACE and DEQ. Once the area has been confirmed, Dewberry will request a letter of verification. This verification is valid for five (5) years from the date of issuance.

Once the wetland boundaries have been confirmed, Dewberry will calculate the proposed impacts in order to determine the appropriate permitting options. Based on preliminary review of the project, Dewberry assumes that environmental impacts will be minimal, and the project will qualify for a Nationwide Permit 3 – Maintenance (NWP-3). Dewberry will prepare and submit Preconstruction Notification (PCN) along with the supporting documentation and figures in order to obtain an NWP-3.

If it is determined that the project does not qualify for a Nationwide Permit, then additional fees may be necessary to complete the project.

FEE: \$15,000 (Hourly Fee Estimate)

4. Site/Civil Design (Rail Line and Trail)

Utilizing the field topographic survey described above as base mapping, Dewberry will prepare site/civil plans detailing the repair and restoration of the damaged sections of the rail line and trail as outlined in the reports submitted to and approved by FEMA and VDEM. Plans will include site layout, grading plan, erosion & sediment control and associated details. Culvert crossings will be identified and details outlining their repair/replacement will also be included as needed. Due to the fact that this project is a direct result of storm damage and the intent of the design is to restore the stability and functionality of the rail line, trail, and bridge to pre-storm condition, no new stormwater management facilities are anticipated or included in this scope of work.

FEE: \$18,500 (Hourly Fee Estimate)

5. Construction Documents (CD's) and Approvals (Bridge, Rail Line and Trail)

Dewberry will assemble the Plans with technical specifications, standard County and required FEMA/VDEM front-end documents into a set of CDs for each project (three separate CD's) suitable for permitting and soliciting bids from qualified contractors for construction. The CD's will be submitted to the County and DEQ for review and approval. Dewberry will revise the documents based on comments received (assume minor comments). Additionally, CD's for the Rail Line project will be submitted to Norfolk Southern for their review and coordination.

FEE: \$20,000 (Hourly Fee Estimate)

6. Construction Administration Services (Bridge, Rail Line and Trail)

Dewberry will provide the following services for each project:

- Bidding:
 - Answer RFI's and issue addenda as required during the bid process.
 - Attend a pre-bid meeting conducted by the Engineer with the selected general contractors and their major subcontractors.
 - Assist the County in bid opening and awarding of project to a general contractor.
- Construction:
 - Attend monthly construction visits conducted by the general contractor. (Estimate eight months of construction for the Bridge, and six months for the Rail Line and Trail respectively.)
 - Dewberry will provide a cloud-based website for use by design team, County, FEMA, VDEM, and contractor(s) during the construction process. Site will contain PDF's of the approved construction documents and specifications for use by the general contractor and subcontractors during the bidding and construction process.
 - Answer contractors Request for Information (RFIs), review and approve shop drawings (Estimate 10 for the Bridge, and five each for the Rail Line and Trail) and contractors pay requisitions.
 - Complete substantial completion walk-thru and review punch list as submitted by the general contractor.
 - Complete final completion punch list review.
 - Record drawings clearly noting changes during construction shall be maintained throughout the project by the general contractor and submitted to Dewberry prior to project close-out. Dewberry will prepare final record drawings in AutoCAD format based on marked drawings and other data provided by the general contractor relating to changes made and as-built information obtained during performance of the work. Final drawings will include all addenda, RFI sketches, bulletins, and as-built information.
 - Issue close out documents to the County and contractor.

FEE: \$70,000 (Hourly Fee Estimate)

Total Hourly Estimated Fee (Items 1-6 above): \$322,000 (Bridge, Rail Line and Trail)

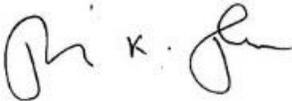
Mr. David Hoback
October 14, 2020

EXCLUSIONS

- Wetland delineation outside the limits of the project area, property access agreements, wetland functional analysis, Stream Attribute Forms, wetland mitigation, wetland banking, Environmental Site Assessments (phase I, II, and III), endangered species surveys (i.e. mussel surveys), permit fees, Water Quality Impact Assessment, or Floodplain Studies.
- Utility design services or off-site road improvements.
- Any access agreements, temporary construction easements, etc. with neighboring property owners are the responsibility of the Client.
- Items not listed or described above.

Dewberry proposes to provide the Scope of Services described above on an hourly basis per our Hourly Billing Rate Schedule included as part of our current open-end agreement with WPPDC. This proposal is subject to the terms and conditions of our current open-end agreement with WPPDC. The receipt of a requisition for these services from WPPDC will serve as our authorization to proceed.

Sincerely,



Brian K. Bradner, PE
Vice President | Branch Manager

R:\Proposal Letters\Engineering\2020.10.14 Ringgold Rail.Trail and Bridge Repair-Amendment #1.docx

Attachment: 2020.10.14 Ringgold Rail#1_ (2227 : Ringgold Rail Trail Engineering Services Agreement Approval (Staff Contact: Richard N.



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Return Check Fee PCC Revision (PCC § 6-6.6) Public Hearing Authorization (Staff Contact: Vincent E. Shorter)		
Staff Contact(s):	Honorable Vincent E. Shorter		
Agenda Date:	October 20, 2020	Item Number:	7.1
Attachment(s):	Return Check Fee		
Reviewed By:	VH		

SUMMARY:

Currently, the County's Treasurer's Office is authorized by Pittsylvania County Code ("PCC") § 6-6.6, attached, to charge \$35.00 for returned checks. The Pittsylvania County Service Authority currently charges \$45.00 for returned checks. Virginia Code § 15.2-106, attached, allows localities to charge up to \$50.00 for returned checks. For uniformity's sake and to sufficiently recover the true administrative costs associated therewith, the Treasurer recommends that PCC § 6-6.6 be revised to charge \$45.00 for returned checks.

FUNDING SOURCE AND FINANCIAL IMPACT

No negative County financial impact.

RECOMMENDATION:

The Treasurer recommends the Board accept the Legislative Committee's unanimous recommendation to authorize a Public Hearing at the Board's November Business Meeting on the attached revision to PCC § 6-6.6 for potential adoption.

MOTION:

"I make a Motion to accept the Legislative Committee's unanimous recommendation to authorize a Public Hearing at the Board's November Business Meeting on the attached revision to PCC § 6-6.6 for potential adoption."

Virginia Code § 15.2-106. Ordinances providing fee for passing bad checks to localities.

Any locality may by ordinance provide for a fee, not exceeding \$50, for the uttering, publishing or passing of any check, draft, or order for payment of taxes or any other sums due, which is subsequently returned for insufficient funds or because there is no account or the account has been closed, or because such check, draft, or order was returned because of a stop-payment order placed in bad faith on the check, draft, or order by the drawer.

Pittsylvania County Code (Current)**SEC. 6-6.6. BAD CHECK FEE.**

Pittsylvania County, Virginia, and any and all of its associated Constitutional Officers, shall have the authority to charge and collect up to \$35.00 for the uttering, publishing or passing of any check, draft, or order for payment of taxes or any other sums due, which is subsequently returned for insufficient funds, or because there is no account or the account has been closed, or because such check, draft, or order was returned because of a stop.

Pittsylvania County Code (Revised)**SEC. 6-6.6. BAD CHECK FEE.**

Pittsylvania County, Virginia, and any and all of its associated Constitutional Officers, shall have the authority to charge and collect up to \$45.00 for the uttering, publishing or passing of any check, draft, or order for payment of taxes or any other sums due, which is subsequently returned for insufficient funds, or because there is no account or the account has been closed, or because such check, draft, or order was returned because of a stop.



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Public Hearing: Rezoning Case R-20-021; First Piedmont Corporation; Dan River Election District; R-1, Residential Suburban Subdivision District, to M-2, Industrial District, Heavy Industry (Supervisor Davis)		
Staff Contact(s):	Emily S. Ragsdale		
Agenda Date:	October 20, 2020	Item Number:	10.A.1
Attachment(s):	FIRST PIEDMONT CORP. - CASE R-20-021 FIRST PIEDMONT CORP - CASE R-20-021 MAP		
Reviewed By:	VH		

SUMMARY:

In Case R-20-021, First Piedmont Corporation, Petitioner, has petitioned to rezone 1.32 acres from R-1, Residential Suburban Subdivision District, to M-2, Industrial District, Heavy Industry (*to combine with their adjacent parcels of land zoned M-2*). The parcel is located on Clarks Mill Road in the Dan River Election District. Once the property is rezoned to M-2, all uses listed under Pittsylvania County § 35-402 are permitted. The Planning Commission, with opposition, recommended granting the Petitioner's request. The County Staff Summary is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends approval of Case R-20-021, submitted by First Piedmont Corporation, requesting to rezone 1.32 acres, located on State Road 734/Clarks Mill Road, in the Dan River Election District, from R-1, Residential Suburban Subdivision District, to M-2, Industrial District, Heavy Industry. The subject property is adjacent to properties currently zoned M-2, Industrial District, Heavy Industry, and the proposed rezoning would be consistent with the County's Comprehensive Plan.

MOTION:

"In Case R-20-021, I make a motion to approve the rezoning of the subject property, 1.32 acres, from R-1, Residential Suburban Subdivision District, to M-2, Industrial District, Heavy Industry, to make the zoning consistent with the Petitioner's adjacent parcels of land zoned M-2, and the rezoning would be consistent with the County's Comprehensive Plan."

Case R-20-021

***FIRST PIEDMONT
CORPORATION***

STAFF SUMMARY

<p><u>CASE</u> R-20-021</p>	<p><u>ZONING REQUEST</u> R-1 to M-2</p>	<p><u>CYCLE</u> October 2020</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> First Piedmont Corporation is requesting to rezone the property from R-1, Residential Suburban Subdivision District, to M-2, Industrial District, Heavy Industry.</p> <p>DISTRICT: Dan River</p>		<p>PLANNING COMMISSION: October 6, 2020</p> <p>BOARD OF SUPERVISORS: October 20, 2020</p> <p>ADVERTISED: September 23 & 30, 2020</p> <p>REVIEWED BY: ESK</p>

STAFF

First Piedmont Corporation petitioned the Planning Commission/Board of Supervisors on August 27, 2020, to rezone from R-1, Residential Suburban Subdivision District to M-2, Industrial District, Heavy Industry, on 1.32 acres, located on State Road 734/Clarks Mill Road, in the Dan River Election District. The parcel is shown on our records as GPIN # 2346-66-3650.

BACKGROUND/DISCUSSION

The subject parcel is located across the street from First Piedmont Corporation’s current landfill operation and is surrounded by properties owned by the applicant. The property was previously occupied by a doublewide mobile home that has been removed. The applicants would like to rezone the property to make the zoning consistent with their adjacent parcels of land zoned M-2. Their future plans are to construct an office on the property.

Once the property is rezoned to M-2, all uses listed under Section 35-402 are a permitted use.

DIRECTIONS

See Map Quest directions. The petitioned parcel is located at 1181 Clarks Mill Road, Ringgold, VA 24586.

RELATIONSHIP TO THE SURROUNDING LAND USE AND NEIGHBORING AREAS

The current surrounding land uses are residential and industrial. The Comprehensive Plan identifies the future land use of the subject property as Industrial.

ZONING OF SURROUNDING PROPERTIES

The subject property is adjacent to properties zoned R-1, Residential Suburban Subdivision District and M-2, Industrial District, Heavy Industry.

SITE DEVELOPMENT PLAN

N/A

RECOMMENDATION

Staff recommends APPROVAL of Case R-20-021, submitted by First Piedmont Corporation requesting to rezone 1.32 acres, located on State Road 734/Clarks Mill Road, in the Dan River Election District, from R-1, Residential Suburban Subdivision District to M-2, Industrial District, Heavy Industry. The subject property

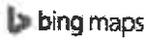
Attachment: FIRST PIEDMONT CORP. - CASE R-20-021 (2206 : Public Hearing: Rezoning Case R-20-021, First Piedmont Corporation)

is adjacent to properties currently zoned M-2, Industrial District, Heavy Industry and the proposed rezoning would be consistent with the Comprehensive Plan.

PLANNING COMMISSION OPTIONS:

1. Recommend approval of Case R-20-021 as submitted.
2. Recommend denial of Case R-20-021 as submitted.

On October 6, 2020, the Planning Commission recommended by a 4 to 2 vote (two (2) members, Mrs. Henderson and Mr. Dudley, were absent) with opposition, that the petitioner's request be granted.



A 53 N Main St, Chatham, VA 24531

25 min , 22.3 mil

B 1181 Clarks Mill Rd, Ringgold, VA 24586

Light traf
Via US-29 S, US-51



A 53 N Main St, Chatham, VA 24531

↑	1.	Head southwest on US-29 S Bus / N Main St toward center St	1.6 mi
↑	2.	Keep straight onto US-29 S / US Highway 29 Pass Circle K in 5.3 mi	16.2 mi, 15 min
↑	3.	Keep straight onto US-58 W / US-29 S / Danville Expy S ▲ <i>Minor Congestion</i>	512 ft
360	4.	Take ramp right for US-58 / US-360 East toward Richmond / South Boston	0.4 mi
↑	5.	Keep straight onto US-58 E / US-360 E / S Boston Rd	3.0 mi
↗	6.	Turn right onto Clarks Mill Rd	1.0 mi
	7.	Arrive at Clarks Mill Rd The last intersection is Logan Ln If you reach Evangel Dr, you've gone too far	

B 1181 Clarks Mill Rd, Ringgold, VA 24586

Attachment: FIRST PIEDMONT CORP. - CASE R-20-021 (2206 : Public Hearing: Rezoning Case R-20-021, First Piedmont Corporation)



August 27, 2020

Mrs. Emily Ragsdale
 Director of Community Development
 P. O. Box 426
 Chatham, VA 24531

Dear Mrs. Ragsdale:

First Piedmont Corporation, as Owner, would like to apply to the Planning Commission/Board of Supervisors to rezone 1.32 acres, located on State Road 734/Clarks Mill Road, in the Dan River Election District from R-1, Residential Suburban Subdivision District to M-2, Industrial District, Heavy Industry. The property is shown on the records as GPIN # 2346-66-3650.

We would like to rezone the property to make the zoning consistent with our adjacent parcels of land zoned M-2.

Sincerely,

Thomas Wade
 Director of Environmental Operations
 First Piedmont Corporation

Sworn to and subscribed before me in my presence this 24 day of August, 2020, in my City and State aforesaid, by Lauren McGregor Ragsdale Public. My commission expires: 10/31/2021



PITTSYLVANIA COUNTY
APPLICATION FOR REZONING

First Piedmont Corporation, as Owner of the below described property, hereby applies to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

- 1. Property Owner's Names: First Piedmont Corporation
Address: P. O. Drawer 1069, Chatham, VA 24531
- 2. Location of Property: on State Road 734/Clarks Mill Road
- 3. Tax Map Number: 2346-66-3650 (392)
- 4. Election District: Dan River
- 5. Size of Property: 1.32 Acres
- 6. Existing Land Use: Cinderblock Garage (Poor Condition)

Telephone: (434) 251-2171
(Tom Wade)

Total Amount: \$ 311.90
Taken By: YWB

CK#128091

Existing Zoning: R-1, Residential Suburban Subdivision District

7. Proposed Land Use: To Make The Zoning Consistent With Their Adjacent Parcels of Land Zoned M-2

Proposed Zoning: M-2, Industrial District, Heavy Industry

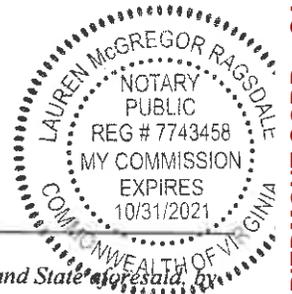
8. Are conditions being proffered: Yes X No

9. Check completed items:

- Letter of Application Site Development Plan or Waiver Legal Forms
- 11"x 17" Concept Plan Application Fee List of Adjoining Properties
- Plat Map Copy of Deed Copy of Deed Restrictions Or Covenants

Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance.

Thomas Wade
Thomas Wade
Director of Environmental Operations
First Piedmont Corporation



Sworn to and subscribed before me in my presence this 24 day of August, 2020, in my City and State of Virginia
Lauren McGregor Ragsdale Notary Public. My commission expires: 10/31/2021

OFFICE USE ONLY
Application Deadline: 08/27/20
Received By: ESR
B.O.S. Meeting Date: 10/20/20

Application No. R-20-021
P.C. Meeting Date: 10/06/20
Date Received: 08/27/20
Action: _____

TREASURER OF PITTSYLVANIA COUNTY

PAID SEP 09 2020

Attachment: FIRST PIEDMONT CORP. - CASE R-20-021 (2206 : Public Hearing: Rezoning Case R-20-021, First Piedmont Corporation)

**VIRGINIA:
BEFORE THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY**

A 1.32 acre parcel of land,)
generally located on State Road 1734/Clarks Mill Road)
within the Dan River) **PETITION**
Election District, and recorded as)
parcel # 2346-66-3650)
in the Pittsylvania County tax records)

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:

WHEREAS, your Petitioner, First Piedmont Corporation, respectfully files this petition pursuant to Sections 35-806 and 35-807 of the Pittsylvania County Zoning Ordinance and in accordance with the Code of Virginia, 1950, as amended, and would respectfully show the following:

- (1) The Petitioner is the Owner of the above-referenced parcel of land, or is filing with the owner's consent.
- (2) The property is presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as R-1, Residential Suburban Subdivision District.
- (3) Your petitioner now desires to have the property rezoned to M-2, Industrial District, Heavy Industry, to make the zoning consistent with their adjacent parcels of land zoned M-2.

WHEREFORE, your Petitioner respectfully requests that the Zoning Ordinance of Pittsylvania County be amended and that the above-referenced parcel of land be rezoned as set out in Number 3.

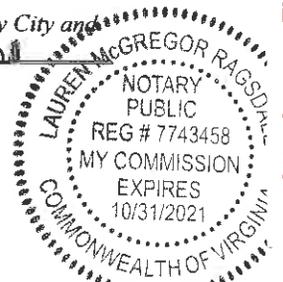
FURTHER, your Petitioner respectfully requests that this petition be referred by the Director of Community Development to the Pittsylvania County Planning Commission for its consideration and recommendation.

Respectfully submitted,



Thomas Wade
Director of Environmental Operations
First Piedmont Corporation

Sworn to and subscribed before me in my presence this 24 day of August, 2020 in my City and State aforesaid, by Lauren McGregor Ragsdale Notary Public. My commission expires: 10/31/2021



Attachment: FIRST PIEDMONT CORP. - CASE R-20-021 (2206 : Public Hearing: Rezoning Case R-20-021, First Piedmont Corporation)

PITTSYLVANIA COUNTY, VIRGINIA

OFFICE OF COMMUNITY DEVELOPMENT
P.O. DRAWER D
Chatham, Virginia 24531
(434) 432-1771

SIGN AFFIDAVIT

Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-

At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing. The sign shall be erected within ten (10) feet of whatever boundary line of such land abuts a public road and shall be so placed as to be clearly visible from the road with the bottom of the sign not less than two and one-half (2 1/2) feet above the ground. If more than one (1) such road abuts the property, then a sign shall be erected in the same manner as above for each such abutting road. If no public road abuts thereon, then signs shall be erected in the same manner as above on at least two (2) boundaries of the property abutting land not owned by the applicant.

Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-

When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing. Such sign or signs shall be erected in the same manner as prescribed in Section 35-817 above.

Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.

Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section. All signs erected under this Section shall be removed by the applicant within fourteen (14) days following the public hearing for which it was erected.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819. If this sign is removed or destroyed, I understand it is my responsibility to obtain another sign from the Zoning office, post the property and maintain the sign(s), according to the above Sections of the Pittsylvania County Zoning Ordinance.

Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.

Case R-20-021 Applicant Thomas Wade Date 8-24-2020
Thomas Wade
Director of Environmental Operations
First Piedmont Corporation

Sworn to and subscribed before me in my presence this 24 day of August, 20, in my City and State aforesaid, by Thomas Wade
Lauren McGregor Rapdale Notary Public. My commission Expires: 10/31/2021



ADJACENT PROPERTY OWNERS

Adjacent property owners are mailed a notice of the request. Please provide each owner's name and mailing address plus zip code for every Property adjacent to the site and directly across from any public right-of-way adjoining this site. Names and addresses are available in the County Tax Commissioners office in the Courthouse.

Tax Map Number: 2346-66-3650 (392)

Name: First Piedmont Corporation

Address: Same As Applicant

Tax Map Number: 2346-57-5402, 2346-66-3750, 2346-76-3191
2346-66-4826 (392) (93256)

Name: Annie L. Butler

Address: 4817 Bonnie Brae Road

Tax Map Number: 2346-65-4901 (211222)

North Chesterfield, VA 231

Kathy H. Belton

From: Craddock, Joseph <joseph.craddock@vdot.virginia.gov>
Sent: Friday, September 4, 2020 3:41 PM
To: Kathy H. Belton
Cc: Emily Ragsdale
Subject: Re: First Piedmont Corporation - Case R-20-021

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Kathy,

I looked at the entrance to this property today, and in its current state, it does not have adequate sight distance, even for a low volume commercial entrance. However, I believe that the surrounding land is also owned by First Piedmont, and another entrance could be installed to meet the minimum requirements if that is what they choose to do.

Let me know if you have any questions or need any additional information.

Thanks,

Jay

On Wed, Aug 26, 2020 at 10:53 AM Kathy H. Belton <kathy.belton@pittgov.org> wrote:

Jay,

Please find attached application and site map for Rezoning Case R-20-021, First Piedmont Corporation, for your review.

The applicant is rezoning the property to make the zoning consistent with their adjacent parcels of land zoned M-2. Their future plans are to construct an office on the property.

Thank you.

Kathy H. Belton
 Administrative Assistant
 Community Development

Attachment: FIRST PIEDMONT CORP. - CASE R-20-021 (2206 : Public Hearing: Rezoning Case R-20-021, First Piedmont Corporation)

VIRGINIA:

BEFORE THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY

A 1.32 acre parcel of land,)
located on State Road 734/Clarks Mill Road)
within the Dan River)
Election District and recorded as)
parcel # 2346-66-3650)
in the Pittsylvania County tax records)

RECOMMENDATION
(R-20-021)

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:

WHEREAS, your Petitioner, First Piedmont Corporation, has filed with the Secretary to the Planning Commission a petition to rezone 1.32 acres from R-1, Residential Suburban Subdivision District, to M-2, Industrial District, Heavy Industry, to make the zoning consistent with their adjacent parcels of land zoned M-2.

WHEREAS, the petition was referred to the Planning Commission which, after due legal notice as required by Section 15.2-2204 of the Code of Virginia, as amended, did hold a public hearing on October 6, 2020; and

WHEREAS, at that public hearing all parties in interest were afforded an opportunity to be heard; and

WHEREAS, the Planning Commission, after due consideration has recommended to the Pittsylvania County Board of Supervisors that the rezoning be **granted**.

NOW, THEREFORE BE IT RESOLVED that the Planning Commission recommends to the Pittsylvania County Board of Supervisors that the above-referenced parcel of land be rezoned to M-2, Industrial District, Heavy Industry, from R-1, Residential Suburban Subdivision District.

The above action was adopted on motion of Mr. Harker and upon the following recorded vote:

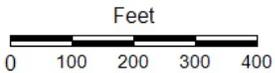
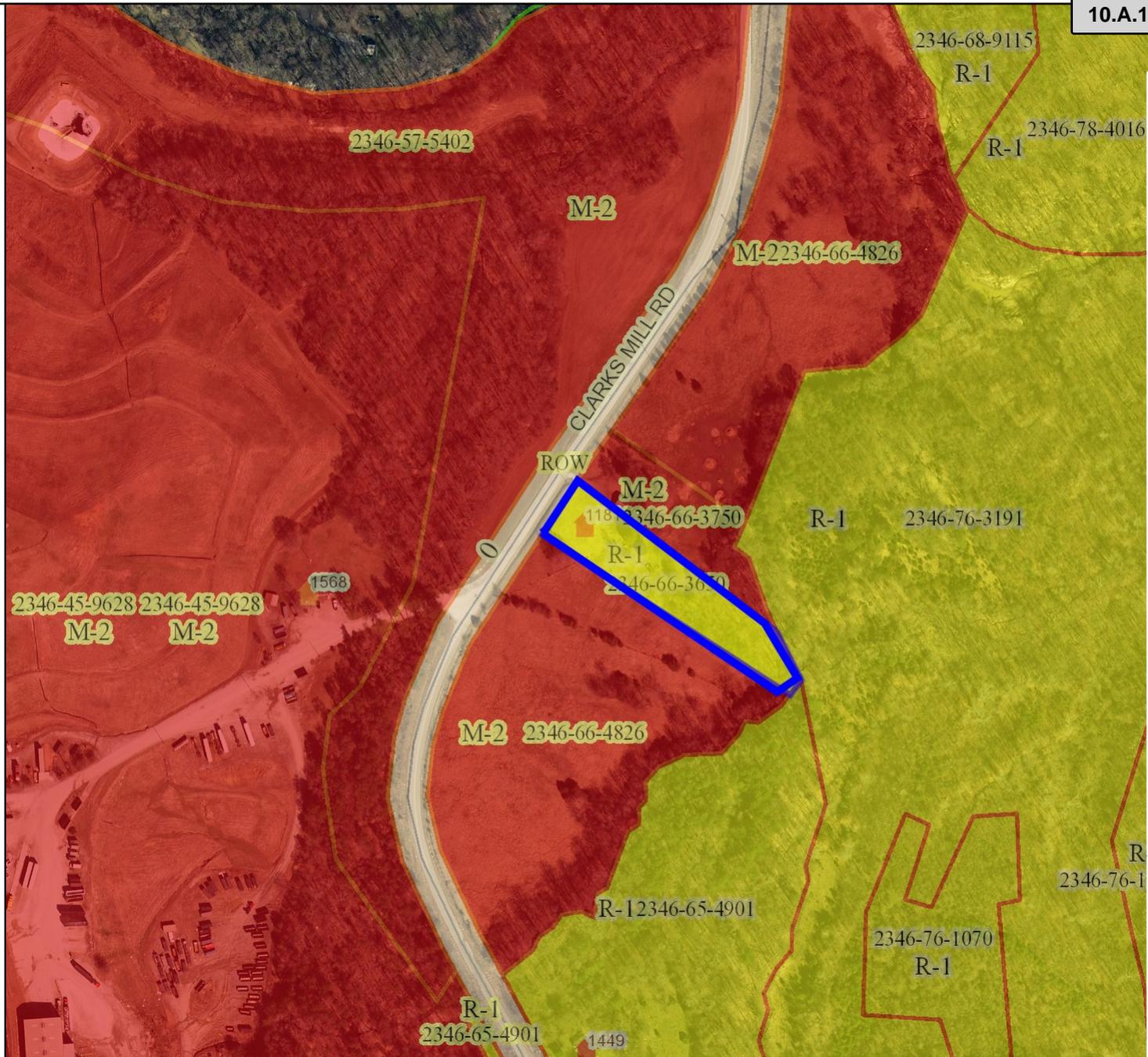
- AYES: 4**
- NAYS: 2**
- ABSENT: 2**
- ABSTAIN: 0**

Richard G. Motley, Chairman
Planning Commission
10-06-20
Date

Attachment: FIRST PIEDMONT CORP. - CASE R-20-021 (2206 : Public Hearing: Rezoning Case R-20-021, First Piedmont Corporation)

Legend

- Assessed Parcels
- Parcel ID Number
- Parcels
- ▲ Address Points
- Route Numbers
- ▭ Appeals
- ▭ Rezoning
- ▭ Signs
- ▭ Special Uses
- ▭ Variances
- Zoning**
- ▭ Unknown
- ▭ A-1 = Agricultural District
- ▭ B-1 = Business District, Limited
- ▭ B-2 = Business District, General
- ▭ C-1 = Conservation District
- ▭ DZ = Double Zoned Parcels
- ▭ M-1 = Industrial District, Light Industry
- ▭ M-2 = Industrial District, Heavy Industry
- ▭ MHP = Residential Manuf. Housing Park District
- ▭ R-1 = Residential Suburban Subdivision District
- ▭ RC-1 = Residential Combined Subdivision District
- ▭ RE = Residential Estates District
- ▭ RMF = Residential Multi-Family Subdivision District
- ▭ RPD = Residential Planned Development District
- ▭ TZ = Town Zoning
- ▭ UK = Unknown
- ▭ County Boundary



Title: FIRST PIEDMONT CORP - CASE R-20-021

Date: 8/14/2021

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Pittsylvania County is not responsible for its accuracy or how current it may be.

Attachment: FIRST PIEDMONT CORP - CASE R-20-021 MAP (2206 : Public Hearing: Rezoning Case R-20-



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Public Hearing: Rezoning Case R-20-022; John Martin Gregory; Banister Election District; A-1, Agricultural District, & B-2, Business District, General, to M-2, Industrial District, Heavy Industry (Supervisor Miller)		
Staff Contact(s):	Emily S. Ragsdale		
Agenda Date:	October 20, 2020	Item Number:	10.A.2
Attachment(s):	GREGORY - CASE R-20-022 GREGORY - CASE R-20-022 MAP		
Reviewed By:			

SUMMARY:

In Case R-20-022, John Martin Gregory, Petitioner, has petitioned to rezone three (3) parcels of land, a total of 240.12 acres, from A-1, Agricultural District, and B-2, Business District, General, to M-2, Industrial District, Heavy Industry (*to allow for lumber, wood products manufacturing, lumber storage, and a permanent sawmill, bringing the current operation into compliance with the Zoning Ordinance*). The parcels are located on Halifax Road in the Banister Election District. Once the properties are rezoned all uses are listed under Pittsylvania County § 35-402 are permitted. The Planning Commission, with no opposition, recommended granting the Petitioner's request. The County Staff Case Summary is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends approval of Case R-20-022, submitted by John Martin Gregory, requesting to rezone 240.12 acres, located on Highway 57/Halifax Road, in the Banister Election District, GPIN #s 2475-39-9063, 2475-58-8076, and 2475-57-0828, for lumber, wood products manufacturing, lumber storage, and a permanent sawmill.

MOTION:

"In Case R-20-022, I make a Motion to rezone the subject properties, 240.12 acres, from A-1, Agricultural District, and B-2, Business District, General, to M-2, Industrial District, Heavy Industry, to allow for lumber, wood products manufacturing, lumber storage, and a permanent sawmill, bringing the current operation into compliance with the County's Zoning Ordinance, and because the rezoning would be consistent with the County's Comprehensive Plan."

Case R-20-022

GREGORY

STAFF SUMMARY

<p><u>CASE</u> R-20-022</p>	<p><u>ZONING EQUEST</u> A-1 & B-2 to M-2</p>	<p><u>CYCLE</u> October 2020</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> John Martin Gregory is requesting to rezone the properties from A-1, Agricultural District, and B-2, Business District, General, to M-2, Industrial District, Heavy Industry.</p> <p>DISTRICT: Banister</p>		<p>PLANNING COMMISSION: October 6, 2020</p> <p>BOARD OF SUPERVISORS: October 20, 2020</p> <p>ADVERTISED: September 23 & 30, 2020</p> <p>REVIEWED BY: ESR</p>

SUBJECT

John Martin Gregory petitioned the Planning Commission/Board of Supervisors on August 27, 2020, to rezone from A-1, Agricultural District, and B-2, Business District, General, to M-2, Industrial District, Heavy Industry on three (3) parcels of land, a total of 240.12 acres, located on Highway 57/Halifax Road, in the Banister Election District. The parcels are shown on our records as GPIN #s 2475-39-9063 (210.15 acres), 2475-58-8076 (19.79 acres), and 2475-57-0828 (10.18 acres).

BACKGROUND/DISCUSSION

The subject properties are currently occupied by a permanent sawmill, wood products manufacturing and lumber storage that were in operation before the Zoning Ordinance was adopted in 1991. The properties are currently zoned A-1, Agricultural District and B-2, Business District, General making the current operations legal non-conforming uses.

The applicant is submitted a proposal to the Community Development office requesting to add an additional structure to expand his current operation. Due to the non-conforming status, the applicant’s proposal was denied because according to Pittsylvania County Code § 35-164, non-conforming uses cannot be expanded or enlarged. The petitioner would like to rezone the properties to M-2, Industrial District, Heavy Industry to allow for lumber, wood products manufacturing, lumber storage, and a permanent sawmill, bringing the current operation into compliance with the Zoning Ordinance.

DIRECTIONS

See Map Quest directions. One of the petitioned parcels is located at 12121 Halifax Road, Java, VA 24565.

RELATIONSHIP TO THE SURROUNDING LAND USE AND NEIGHBORING AREAS

The properties are surrounded by mostly residential and agricultural uses. The Comprehensive Plan does not identify future land use for this area.

ZONING OF SURROUNDING PROPERTIES

Adjacent to A-1, Agricultural District, R-1, Residential Suburban Subdivision District, and B-2, Business District, General, zoned properties.

SITE DEVELOPMENT PLAN

N/A

Attachment: GREGORY - CASE R-20-022 (2207 : Public Hearing: Rezoning Case R-20-022, John Martin Gregory)

RECOMMENDATION

Staff recommends APPROVAL of Case R-20-022, submitted by John Martin Gregory, requesting to rezone 240.12 acres, located on Highway 57/Halifax Road, in the Banister Election District, shown on our records as GPIN #s 2475-39-9063, 2475-58-8076, and 2475-57-0828, for lumber, wood products manufacturing, lumber storage, and a permanent sawmill.

PLANNING COMMISSION OPTIONS:

1. Recommend approval of Case R-20-022 as submitted.
2. Recommend denial of Case R-20-022 as submitted.

On October 6, 2020, the Planning Commission recommended by a 6 to 0 vote (two (2) members, Mrs. Henderson and Mr. Dudley, were absent), with no opposition, that the petitioner's request be granted.

 We are updating our Terms of Use. [Learn more](#)

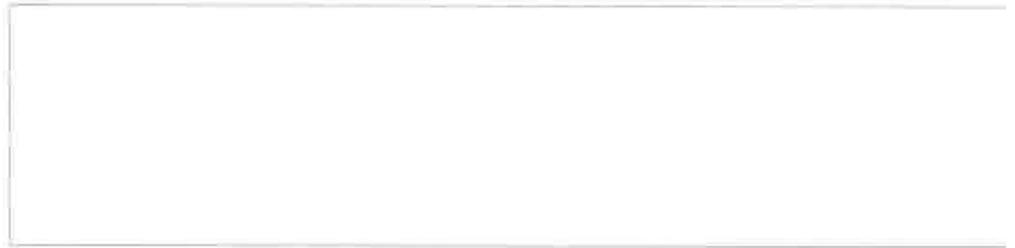


A 53 N Main St, Chatham, VA 24531

16 min , 11.9 miles

B 12121 Halifax Rd, Java, VA 24565

Light traffic
Via US-29 S Bus, Halifax I
- Local road



A 53 N Main St, Chatham, VA 24531

↑	1. Head southwest on US-29 S Bus / N Main St toward center St	0.4 mi
←	2. Turn left onto Halifax Rd / VA-832	11.5 mi, 15 min
<p>Arrive at Halifax Rd / VA-832</p> <p>3. The last intersection is Stone Rd / VA-698 If you reach Pickaway Rd / VA-729, you've gone too far</p>		

B 12121 Halifax Rd, Java, VA 24565

Attachment: GREGORY - CASE R-20-022 (2207 : Public Hearing: Rezoning Case R-20-022, John Martin Gregory)

August 27, 2020

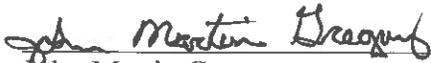
Mrs. Emily Ragsdale
Director of Community Development
P. O. Box 426
Chatham, VA 24531

Dear Mrs. Ragsdale:

I, John Martin Gregory, as Owner, would like to apply to the Planning Commission/Board of Supervisors to rezone three (3) parcels of land, a total of 240.12 acres, located on Highway 57/Halifax Road, in the Banister Election District from A-1, Agricultural District, and B-2, Business District, General, to M-2, Industrial District, Heavy Industry. The properties are shown on the records as GPIN #s 2475-39-9063, 2475-58-8076, and 2475-57-0828.

I would like to rezone the properties for lumber, wood products manufacturing, lumber storage, and a permanent sawmill.

Sincerely,



John Martin Gregory

PITTSYLVANIA COUNTY
APPLICATION FOR REZONING

I, John Martin Gregory, as Owner of the below described properties, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

- 1. Property Owner's Names: John Martin Gregory
Address: 12121 Halifax Road, Java, VA 24565
- 2. Location of Property: on Highway 57/Halifax Road Telephone: (434) 432-2337
(John Gregory)
- 3. Tax Map Number: 2475-39-9063, 2475-58-8076, 2475-57-0828 (1825) (152506) CK# 8330
- 4. Election District: Banister Total Amount: \$ 365.20
Taken By: KNB
- 5. Size of Property: A Total of 240.12 Acres, Three (3) Parcels of Land: 2475-39-9063 (210.15 Acres), 2475-58-8076 (19.79 Acres), 2475-57-0828 (10.18 Acres)
- 6. Existing Land Use: 2475-39-9063 = 7 Sheds, 4 Tenant Houses, 1 Shop, 3 Pole Sheds; 2475-58-8076 = Vacant; 2475-57-0828 = Sawmill, Shop, Sorter Shed, Debarker Metal Building, Magnetic Separator Shelter, Log Conveyor Support, Warehouse

Existing Zoning: 2475-39-9063 & 2475-58-8076 = A-1, Agricultural District; 2475-57-0828 = B-2, Business District, General
- 7. Proposed Land Use: Lumber, Wood Products Manufacturing, Lumber Storage, Permanent Sawmill

Proposed Zoning: M-2, Industrial District, Heavy Industry
- 8. Are conditions being proffered: Yes X No
- 9. Check completed items:

<input checked="" type="checkbox"/> Letter of Application	<input type="checkbox"/> Site Development Plan or Waiver	<input checked="" type="checkbox"/> Legal Forms
<input type="checkbox"/> 11"x 17" Concept Plan	<input checked="" type="checkbox"/> Application Fee	<input checked="" type="checkbox"/> List of Adjoining Properties
<input checked="" type="checkbox"/> Plat Map	<input checked="" type="checkbox"/> Copy of Deed	<input type="checkbox"/> Copy of Deed Restrictions Or Covenants

Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance.


John Martin Gregory

OFFICE USE ONLY
Application Deadline: 08/27/20
Received By: ESR
B.O.S. Meeting Date: 10/20/20

Application No. R-20-022
P.C. Meeting Date: 10/06/20
Date Received: 08/27/20
Action: _____

TREASURER OF PITTSYLVANIA COUNTY
PAID SEP 09 2020

Attachment: GREGORY - CASE R-20-022 (2207 : Public Hearing: Rezoning Case R-20-022, John Martin Gregory)

**VIRGINIA:
BEFORE THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY**

A total of 240.12 acres, three (3) parcels of land,)
generally located on Highway 57/Halifax Road)
within the Banister) **PETITION**
Election District, and recorded as)
parcel #s 2475-39-9063, 2475-58-8076, 2475-57-0828)
in the Pittsylvania County tax records)

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:

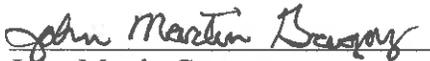
WHEREAS, your Petitioner, John Martin Gregory, respectfully files this petition pursuant to Sections 35-806 and 35-807 of the Pittsylvania County Zoning Ordinance and in accordance with the Code of Virginia, 1950, as amended, and would respectfully show the following:

- (1) The Petitioner is the Owner of the above-referenced parcels of land, or is filing with the owner's consent.
- (2) The properties are presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as A-1, Agricultural District, and B-2, Business District, General.
- (3) Your petitioner now desires to have the properties rezoned to M-2, Industrial District, Heavy Industry, for lumber, wood products manufacturing, lumber storage, and a permanent sawmill.

WHEREFORE, your Petitioner respectfully requests that the Zoning Ordinance of Pittsylvania County be amended and that the above-referenced parcels of land be rezoned as set out in Number 3.

FURTHER, your Petitioner respectfully requests that this petition be referred by the Director of Community Development to the Pittsylvania County Planning Commission for its consideration and recommendation.

Respectfully submitted,


John Martin Gregory

Attachment: GREGORY - CASE R-20-022 (2207 : Public Hearing: Rezoning Case R-20-022, John Martin Gregory)

PITTSYLVANIA COUNTY, VIRGINIA

OFFICE OF COMMUNITY DEVELOPMENT
P.O. DRAWER D
Chatham, Virginia 24531
(434) 432-1771

SIGN AFFIDAVIT

Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-

At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing. The sign shall be erected within ten (10) feet of whatever boundary line of such land abuts a public road and shall be so placed as to be clearly visible from the road with the bottom of the sign not less than two and one-half (2 1/2) feet above the ground. If more than one (1) such road abuts the property, then a sign shall be erected in the same manner as above for each such abutting road. If no public road abuts thereon, then signs shall be erected in the same manner as above on at least two (2) boundaries of the property abutting land not owned by the applicant.

Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-

When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing. Such sign or signs shall be erected in the same manner as prescribed in Section 35-817 above.

Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.

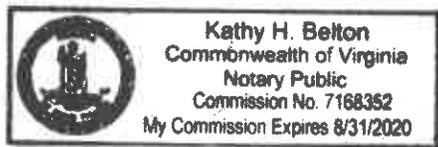
Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section. All signs erected under this Section shall be removed by the applicant within fourteen (14) days following the public hearing for which it was erected.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819. If this sign is removed or destroyed, I understand it is my responsibility to obtain another sign from the Zoning office, post the property and maintain the sign(s), according to the above Sections of the Pittsylvania County Zoning Ordinance.

Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case

Case R-20-022 Applicant John Martin Gregory Date 8/24/20

Sworn to and subscribed before me in my presence this 24th day of August, 2020 in my City and State aforesaid, by Kathy H. Belton Notary Public. My commission Expires: 8/31/2020



Attachment: GREGORY - CASE R-20-022 (2207 : Public Hearing: Rezoning Case R-20-022, John Martin Gregory)

ADJACENT PROPERTY OWNERS

Adjacent property owners are mailed a notice of the request. Please provide each owner's name and mailing address plus zip code for every Property adjacent to the site and directly across from any public right-of-way adjoining this site. Names and addresses are available in the County Tax Commissioners office in the Courthouse.

Tax Map Number: 2475-39-9063, 2475-58-8076, 2475-57-0828 (1825) (152506)

Name: John Martin Gregory, II Address: 11881 Halifax Road
 Tax Map Number: 2475-37-1301 (185828) Java, VA 24565

Name: Samuel Stone Gregory, III, Revocable Trust Dated 4/20/18, Address: 11340 Halifax Road
Samuel Stone Gregory, III, Trustee Java, VA 24565
 Tax Map Number: 2475-25-9702, 2475-26-4217, 2475-05-3151 (240561)

Name: John Martin Gregory Address: Same As Applicant
 Tax Map Number: 2475-16-8682, 2475-17-3722, 2475-47-4722 (1825)

Name: Joseph Daniel White & Pamela Dawn Ford Address: 300 Stone Road
 Tax Map Number: 2475-28-2455 (160641) Java, VA 24565

Name: Pink Wimbish, III, Et Als, Roderick Wimbish, Et Als, Address: c/o Sylvester Barbour
Lynne D. Coleman, Et Als, Kermit Barbour, Et Als, Richetta 11608 Rowlade Road
Acker, Et Als, James A. Strader, Et Als, Sylvester Barbour, Et Als, Clinton, MD 20735
Ann Barbour, Et Als, Aaron Shingler, Et Als, Calvin Shingler, Et Als
 Tax Map Number: 2476-00-7614 (248612)

Name: Cloverdale Lumber Company, Inc. Address: 5863 South Boston Highw
 Tax Map Number: 2476-31-8758 (900) Sutherlin, VA 24594

Name: Janice Lee Way, LLC Address: 135 Janice Court
 Tax Map Number: 2475-78-2434 (199462) Danville, VA 24541

SPECIAL POWER OF ATTORNEY

Property Description (Tax Map Number, Street Address or Common Description, Borough):

12121 Halifax Rd., PO Box 100
Java, VA 24565

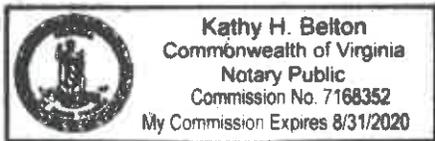
Tax Map # 2475-39-9063, 2475-58-8076, 2475-57-0828

I we John Martin Gregory am are:

- the applicant for the above-referenced application
- the owner(s) of the property described above

I we do hereby make, constitute, and appoint Gretchen Clark, authorized agent of John Martin Gregory, my/our true and lawful attorney-in-fact, and grant unto my/our attorney-in-fact full power and authority to make any and all applications and execute any related documents required in connection with all zoning and/or permitting matters related to rezoning, on the above described property (the "Property"), and to perform all acts and make all agreements as such person shall deem necessary or appropriate in regard to said zoning and/or permitting matters, including but not limited to the following authority: the authority to negotiate with localities; to sign and submit proffers that would constitute binding conditions on the Property; to agree to conditions and bind the Property with conditions, whether through proffers or other agreements; to sign and submit applications, agreements and/or other documents in connection with rezoning, conditional rezoning, special use permits, conditional use permits, special exceptions, zoning variances, building permits and/or any other permits related to rezoning, on the Property; and to modify or amend any documents in whole or in part relating to such applications, agreements and related documents.

I we ratify all actions taken to date in connection with the zoning and/or permitting of the Property related to rezoning, on the Property.



John Martin Gregory
Owner: Print Name John Martin Gregory

Commonwealth of Virginia City (County) of Pittsylvania, to-wit:
 Subscribed and sworn to before me this 24th day of August 2020, in my City and State aforesaid, by Kathy H. Belton Notary Public.
 My Commission Expires: 8/31/2020

Attachment: GREGORY - CASE R-20-022 (2207 : Public Hearing: Rezoning Case R-20-022, John Martin Gregory)

VIRGINIA:

BEFORE THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY

A total of 240.12 acres, three (3) parcels of land,)	
located on Highway 57/Halifax Road)	RECOMMENDATION
within the Banister)	(R-20-022)
Election District and recorded as)	
parcel #s 2475-39-9063, 2475-58-8076, 2475-57-0828)	
in the Pittsylvania County tax records)	

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:

WHEREAS, your Petitioner, John Martin Gregory, has filed with the Secretary to the Planning Commission a petition to rezone a total of 240.12 acres, three (3) parcels of land, from A-1, Agricultural District, and B-2, Business District, General, to M-2, Industrial District, Heavy Industry, for lumber, wood products manufacturing, lumber storage, and a permanent sawmill.

WHEREAS, the petition was referred to the Planning Commission which, after due legal notice as required by Section 15.2-2204 of the Code of Virginia, as amended, did hold a public hearing on October 6, 2020; and

WHEREAS, at that public hearing all parties in interest were afforded an opportunity to be heard; and

WHEREAS, the Planning Commission, after due consideration has recommended to the Pittsylvania County Board of Supervisors that the rezoning be **granted**.

NOW, THEREFORE BE IT RESOLVED that the Planning Commission recommends to the Pittsylvania County Board of Supervisors that the above-referenced parcels of land be rezoned to M-2, Industrial District, Heavy Industry, from A-1, Agricultural District, and B-2, Business District, General.

The above action was adopted on motion of Mrs. Mease and upon the following recorded vote:

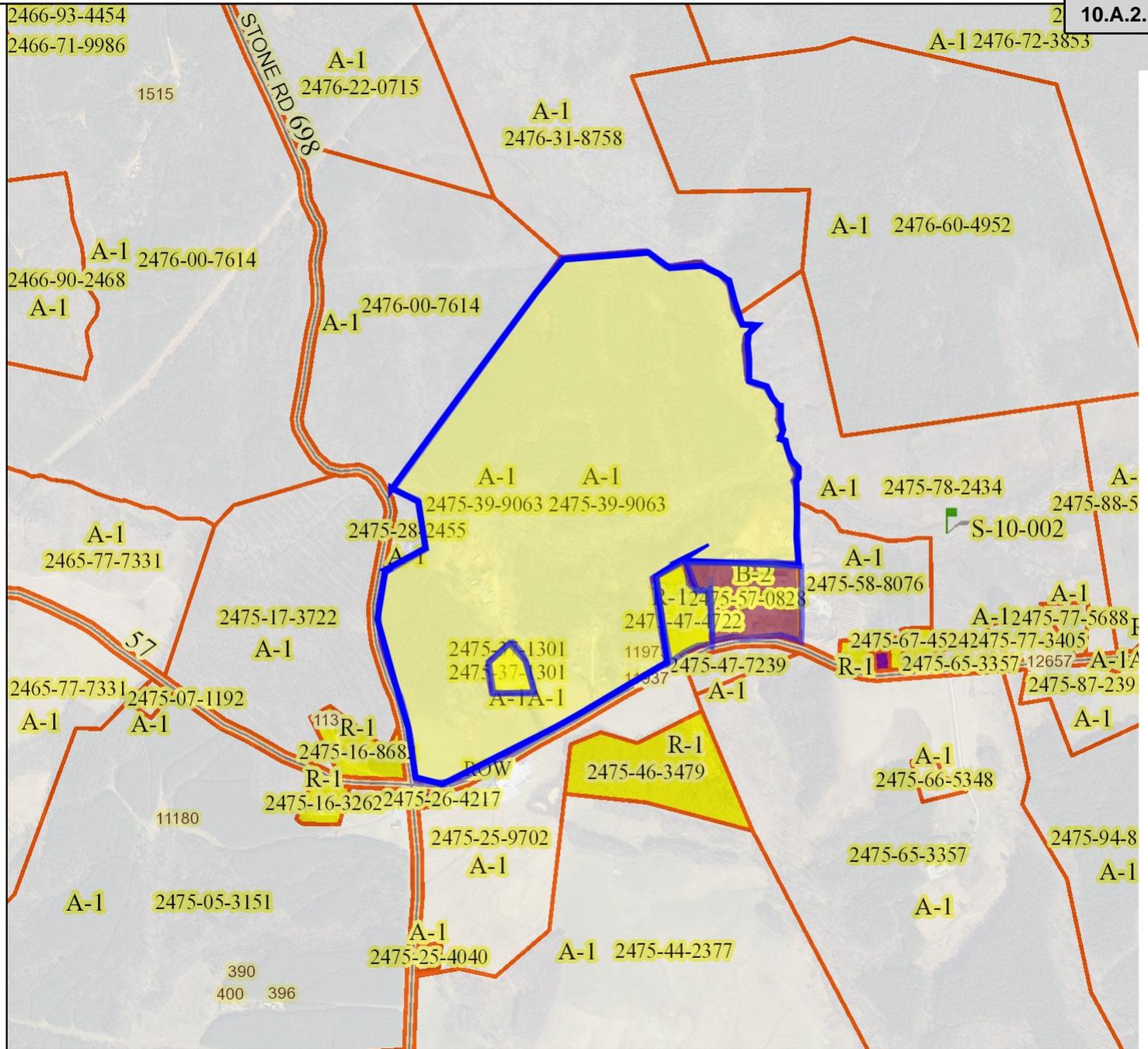
AYES: 6
NAYS: 0
ABSENT: 2
ABSTAIN: 0

Richard G. Motley, Chairman
Planning Commission
10-06-20
Date

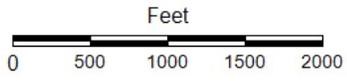
Attachment: GREGORY - CASE R-20-022 (2207 : Public Hearing: Rezoning Case R-20-022, John Martin Gregory)

Legend

- ▭ Assessed Parcels
- Parcel ID Number
- Parcels
- Route Numbers
- Appeals
- Rezoning
- Signs
- Special Uses
- Variances
- Zoning**
- Unknown
- A-1 = Agricultural District
- B-1 = Business District, Limited
- B-2 = Business District, General
- C-1 = Conservation District
- DZ = Double Zoned Parcels
- M-1 = Industrial District, Light Industry
- M-2 = Industrial District, Heavy Industry
- MHP = Residential Manuf. Housing Park District
- R-1 = Residential Suburban Subdivision District
- RC-1 = Residential Combined Subdivision District
- RE = Residential Estates District
- RMF = Residential Multi-Family Subdivision District
- RPD = Residential Planned Development District
- TZ = Town Zoning
- UK = Unknown
- County Boundary



10.A.2.b



Title: GREGORY - CASE R-20-022

Date: 9/11/2020

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Pittsylvania County is not responsible for its accuracy or how current it may be.

Attachment: GREGORY - CASE R-20-022 MAP (2207 : Public Hearing: Rezoning Case R-20-022, John



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Public Hearing: Cell Tower Leases Approval (Staff Contact: Richard N. Hicks)		
Staff Contact(s):	Richard N. Hicks		
Agenda Date:	October 20, 2020	Item Number:	10.B.1
Attachment(s):	SCS Broadband Lease 10-20-2020 Public Hearing Notice - SCS Tower Lease		
Reviewed By:			

SUMMARY:

In January of 2017, the Board approved a Tower and Vertical Assets Lease Agreement (“Agreement”) with AcelaNet LLC, dba SCS Broadband (“AcelaNet”), to allow the installation of broadband equipment on seven (7) of the County’s communication towers (Callands, Grit Road, Mt. Airy, Rockford School Road, White Oak, Brosville, and Dan River Middle School). Subsequently, the County constructed two (2) additional communication towers at Old Mayfield and Tunstall. AcelaNet is requesting permission to add broadband equipment to the two (2) new towers. County Staff is proposing an amendment to the existing Agreement (“Agreement Amendment”) to add the two (2) additional towers. Since this involves the leasing of publicly owned property, per Virginia Code § 15.2-1800(B), a Public Hearing is legally required and a Notice for the same has been duly advertised. For the Board’s review and consideration, copies of the Agreement and the Public Hearing Notice are attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

The addition of the two (2) new towers will result in additional revenues to the County, due to an increase in the lease payments outlined in the attached Agreement Amendment.

RECOMMENDATION:

Following the conducting of the legally required Public Hearing, County Staff recommends the Board authorize the execution of the attached Agreement Amendment allowing the installation of AcelaNet’s broadband equipment on the new County Old Mayfield and Tunstall communication towers.

MOTION:

“I make a Motion authorizing County Staff’s execution of the attached Agreement Amendment allowing the installation of AcelaNet’s broadband equipment on the new County Old Mayfield and Tunstall communication towers.”



PITTSYLVANIA COUNTY VIRGINIA

TOWER AND VERTICAL ASSETS LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this 1/18, 2017 by and between Pittsylvania County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia and AcelaNet LLC dba SCS Broadband (the "Company") a business in Nelson County, Virginia.

WITNESSETH

WHEREAS, the County owns multiple wireless towers, water towers, buildings, and other vertical assets, and;

WHEREAS, County wishes to lease space to the Company to install, operate and maintain communications equipment and accessories on it's towers or other vertical assets listed in the appendices, together with a non-exclusive right of access for the purposes described in this Agreement (collectively, the "Leased Premises");

NOW, THEREFORE, in consideration of the rent and in reliance on the representations and warranties contained in this Agreement, the parties hereto hereby agree as follows:

1. LEASED PREMISES, RIGHTS GRANTED, AND CERTAIN COMPANY OBLIGATIONS:

1.1. Subject to the terms of this Agreement, the County leases the Leased Premises to the Company solely for the purposes of installation, operation, maintenance and removal of the Company's antennae, equipment, and any improvements on the Leased Premises (collectively, the "Improvements"), as specified in the appendices. The Company shall have the right to go upon or cause its employees and agents to go upon the Leased Premises seven (7) days a week, twenty-four (24) hours a day, for the stated purposes. All uses and access whenever mentioned in this Agreement shall be in compliance with this Agreement, any applicable ground lease, with applicable requirements of the Federal Communications Commission ("FCC") and all other governmental agencies, whether federal, state or local and whether legislative, judicial or executive (collectively "Governmental Authorities), and shall be

subject to the restrictions of in this document. Upon written reasonable request the Company shall provide the County with copies of all permits or other evidence of compliance.

2. Company warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH) inherent in the work necessary to make installations on communication towers by Company's employees, servants, agents, contractors or subcontractors, and accepts as its duty and sole responsibility to notify and inform Company's employees, servants, agents, contractors or subcontractors of such dangers, and to keep them informed regarding same.
3. Assumption of Risk. Company agrees to use Leased Premises at Company's sole risk. Company expressly assumes responsibility for determining the condition of the communication tower to be climbed by its suppliers, contractors, subcontractors, agents, employees, officers, directors, licensees, or invitees. County shall not be obligated or liable to Company and, pursuant to Sec 276 hereof, Company shall indemnify County for any obligation or liability attributable to Company's suppliers, contractors, subcontractors, agents, employees, officers, directors, licensees, or invitees, in any manner whatsoever, except for County's gross negligence or willful misconduct, whether in contract, tort or otherwise, for any interference with or damage to County's communication tower or other attachments on such tower, or for injury to, including death, of any of Company's suppliers, contractors, subcontractors, agents, employees, officers, directors, licensees, or invitees, arising from, caused by or in any way connected with the County's use, service, operation and maintenance of the Site. Company assumes all risks related to the construction, operation, and maintenance of its Improvements, except as to those that may be caused by the gross negligence or willful misconduct of County.
4. TERM:
 - 4.1. This Agreement shall be effective 1/18/2017 (the "Effective Date"), and shall continue for a period of three (3) years the "Initial Term" unless renewed or earlier terminated in accordance with provisions of this Agreement.
 - 4.2. Provided that neither party is then in default of any provisions of this Agreement beyond any applicable grace periods, this Agreement shall automatically renew for up to three (3) additional one (1) year terms (individually, a "Renewal Term"), each of which shall begin on the anniversary of the Effective Date. The Company may decline renewal by giving, the County written notice of its intention not less than sixty (60) days prior to the expiration of the then current term. All terms, covenants, and conditions of this Agreement shall remain in full force and effect during all Renewal Terms.
5. INSTALLATION, OPERATION AND MAINTENANCE OF IMPROVEMENTS:
 - 5.1. Construction Drawings. The Company shall submit construction drawings of the Improvements and a schedule for installation, including all information required by the County (collectively, including amendments approved in writing by the County, the "Construction Drawings") to the County for review and approval prior to any use of the Site. The installation and operation of equipment shown in the Construction Drawings shall be consistent with the equipment information described in submissions to the County. The County shall have sixty (60) business days from the date the Company submits the Construction Drawings to the County for review and approval.
 - 5.2. Construction and Installation. The Company shall be responsible for the cost and installation of its Improvements on the Leased Premises. All use of the Leased Premises, construction, installations, and alterations, including maintenance, repair, removal or relocation shall be consistent with good engineering practices, in compliance with the specifications set forth in the Exhibits, in conformance with the Construction Drawings or amendments approved in writing by the County and in compliance

with applicable requirements of Governmental Authorities. Installation of the Company's equipment and facilities shall be coordinated with the County so that all reasonable efforts are exerted to avoid Interference (as defined in "INTERFERENCE") with and/or interruption of transmission by other Lessees on the Structure and the County, and to avoid obstruction or interruption of County operations of any kind.

- 5.3. **Electrical and Other Utility Service:** The Company agrees to install, at its own expense, all electrical wiring, other utilities, systems and outlets, including emergency power as required by it. All deposits, fees, and charges associated with the provision of such utilities shall be the responsibility of the Company. All such installations shall be in compliance with governmental electrical codes and in accordance with the Construction Drawings. The County reserves the right to interrupt electrical service to the Company at any time when in an emergency it is necessary to do so in the County's sole and reasonable discretion, with prior written notice, if practical. The County shall not in any way be liable or responsible to the Company for any loss, damage, liability or expense which the Company may sustain or incur as a result of such interruption.
- 5.4. **Prior Approval of the County.** All construction, installations, and alterations, including maintenance, repair, removal or relocation, except routine and/or emergency repairs and maintenance of any of the Company's Improvements on the Leased Premises shall require submission of plans with detail required by the County and the prior written approval of the County and shall be in compliance with any County specifications and with the plans approved by the County. In the event emergency repairs or routine maintenance is needed, plans shall be submitted as soon as practical following the end of the emergency or maintenance; provided that any such repairs or maintenance which is consistent with the Construction Drawings shall not require any submittals. The County reserves the right, consistent with good engineering practices, to reasonably and within a reasonable time period approve or disapprove the plans and the actual changes or Improvements. In the event the changes or Improvements are not in accordance with the approved plans or do not meet the requirements of this Agreement, the County shall provide written notice to Company of such non-compliance. In the event Company has not corrected such non-compliance within sixty (60) days following written notice, County may remove the Improvements or otherwise take the necessary action to restore the Leased Premises at the expense of the Company.
- 5.5. **As-built Plans.** Within thirty (30) days after substantial completion of construction, installation, or alteration of any of the Improvements, the Company shall provide the County with "as-built" plans for the Improvements.
- 5.6. **Maintenance.**
- 5.6.1. The Company shall provide all necessary maintenance and repair to the Company's Improvements located on the Leased Premises. Maintenance shall be conducted by the Company in accordance with generally accepted engineering and industry standards for similar facilities to assure that at all times the Company's equipment is in conformance with the requirements of those standards and of Governmental Authorities.
- 5.6.2. The County has the right, but not the obligation, to maintain the Structure and associated County facilities at the Site but not the Company's Improvements or those of other lessees.
- 5.6.3. The Company may perform maintenance and make improvements to the Structure provided any such work is first approved in writing by the County. In this connection, the Company,

upon request and prior to performing any work, shall provide the County with written plans detailing the proposed work and any other documentation described in the preceding subsections as might be requested. Approval of the proposed work shall be in the sole discretion of the County.

- 5.7. Repair in the Event of Damage. The Company shall, at its own expense, promptly repair damage to the Leased Premises or to property of other lessees caused by the Company, its employees, contractors or subcontractors, in accordance with County specifications. If the Company does not complete such repairs within a reasonable period of time following notice of the need for such repairs by the County, the County may do so and the Company shall pay all costs within thirty (30) days of the date of invoice.
- 5.8. Acceptance of Structure Condition. The Company has had the opportunity to inspect and evaluate the Structure and the Site, accepts the Structure and Site in an "as is" condition subject to all faults whether disclosed or undisclosed and acknowledges the County's disclaimer of all warranties as set forth in "DISCLAIMER OF WARRANTIES".

6. TESTING:

- 6.1. Before the Company's Improvements may be placed in operation, (i) the Company shall test (the "Initial Test") the Company's Improvements to ensure that the actual operation thereof will not cause Interference as defined in this Agreement and shall provide the County with an intermodulation study and, if requested, certification of lack of Interference by a licensed professional engineer ("Test Notice"), and (ii) the County must approve in writing the Company's installation and Initial Test of its Improvements and verify that there is no Interference from the Company's operation. If the Company receives written notification stating that the County has disapproved the Initial Test, then the Company shall have the right to make any necessary adjustments to its Improvements and to resend the Test Notice to the County. The County shall have twenty (20) days after the Company's submission of the Test Notice to notify the Company in writing whether the Initial Test and any subsequent test, if necessary, is approved or disapproved. If the County should determine that there is Interference that cannot be resolved within a reasonable period of time this Agreement shall be terminated and neither party shall have any liability to the other.

7. CONSIDERATION:

- 7.1. Monthly Rental Fee. On the Effective Date and on the first date of each calendar month during the Term the Company shall pay to the County a monthly rental fee in the amount of \$250 per month for the first six (6) months, \$700 (\$100 per tower for initial sites) per month for the second six (6) months and \$1750 (\$250 per tower for initial sites) per month for the remaining term of the lease. Any rental fee or other amounts payable by the Company in addition to the Monthly Rental Fee shall be referred to as "Additional Rental Fee." Each Monthly Rental Fee payment shall be paid in advance to the County at the address provided below or as otherwise directed by the County. For any month in which the lease is for a partial month, the Monthly Rental Fee shall be prorated.
- 7.2. The monthly rental fee may be changed due to the addition or removal of leased premises during the term of the lease. Changes to the monthly rental fee shall be agreed to by both parties in writing on the attached form "Leased Premises Fee Calculation". If Leased Premises are added during the

lease term the most recent "Leased Premises Fee Calculation" form shall apply to the Monthly Rental Fee and shall override all previous Monthly Rental Fee calculations.

- 7.3. Discount of Monthly Rental Fee. If it is determined by the County in its sole discretion that all requirements in the PERFORMANCE section of this agreement are being met, the County will discount the total monthly rental fee due by 80%.

8. PERMITS:

- 8.1. The Company shall obtain and maintain, at its own expense, all authorizations or permits which may be required for the conduct of its business and operations as contemplated in this Agreement, including installation and operation, and shall comply with the requirements and conditions of any permits.

9. THE COMPANY'S ACCESS RIGHTS:

- 9.1. Subject to such reasonable security-related rules and regulations as the County shall from time-to-time promulgate notifying the Company in writing thirty (30) days in advance of the effective date, the Company and the Company's employees, representatives, contractors and subcontractors shall have the right of 24-hour, seven (7) days a week access to the Leased Premises, for purposes of installing, inspecting, maintaining, operating, repairing or removing equipment and facilities used by the Company in connection with its operations. The Company shall give reasonable advance notice to the County when the Company needs access to the Site and the County shall provide a timeframe for access, as soon as practical and in the interest of security, but within 24 hours of the request, except in case of emergency. In the event of emergency the Company shall give prior notice to the County if possible, or within a reasonable time thereafter. Only those employees, representatives, contractors and subcontractors of the Company of which the County has been informed in writing shall be allowed access to the Site. The County shall be given the option of assigning a representative to be present at all times when the Company is present at the Site. The County may establish additional or more or less stringent access requirements by written notification to the Company. However, in no event shall Company be unreasonably denied access to the Site.

10. THE COUNTY'S ACCESS AND INSPECTION RIGHTS:

- 10.1. The County and the County's employees, representatives, and agents shall have the right to inspect and have access to the Company's Improvements located on the Leased Premises at any time and for all such purposes as may be deemed necessary in the County's sole discretion. To the extent practical, the County shall provide the Company with twenty-four (24) hours advance notice. In the event of emergency as determined by the County, the County, its employees and agents may enter for any purpose whatsoever with prior notice, if practical.

11. REMOVAL/RELOCATION OF THE COMPANY'S IMPROVEMENTS:

- 11.1. In the event that the County needs to perform painting or maintenance work on the Structure, which requires the temporary relocation of the Company's Improvements the parties agree to relocation, provided that: (i) the County shall provide the Company with one hundred eighty (180) days prior written notice of such temporary relocation; (ii) the Company shall obtain all necessary approvals and permits from all Governmental Authorities; (iii) the Company shall relocate the Improvements to another location on the Site mutually agreeable to the parties, in such manner as to minimize any Interference with the operations of either party; or the Company shall use a device that allows

temporary relocation of the Improvements. In the event the Company chooses not to relocate its equipment, the Company may terminate the Agreement.

12. **INSURANCE:**

12.1. Company will carry during the Term the following insurance:

(i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of Two Million Dollars (\$2,000,000) combined single limit for bodily injury or death/property damage arising out of any one occurrence; (iii) Workers' Compensation and Employer's Liability Insurance as required by law, and (iv) automobile liability with Two Million Dollars (\$2,000,000) combined single limit.

12.2. The County and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such policies shall be primary and noncontributory to any insurance or self-insurance such additional insureds may have. The policies shall contain an endorsement waiving subrogation. The Company shall immediately notify the County in writing of any changes or terminations of any of the coverages required in this Agreement. If requested to do so by the County, the Company shall provide the County with an Accord certificate of insurance which shall include in the description of operations section a statement confirming the status of the additional insureds and have attached thereto the appropriate endorsement, coverage form, or binder.

13. **OWNERSHIP OF THE COMPANY'S PROPERTY:**

13.1. The Improvements constructed and installed by the Company shall be and remain the sole property of the Company even if attached to the real estate.

14. **INTERFERENCE:**

14.1. The term Interference shall mean: (1) a condition which constitutes interference within the meaning of the regulations of the FCC, (2) a measurable, significant impairment, in accordance with generally accepted engineering standards, of the quality of signals from the Leased Premises, (3) a condition caused directly or indirectly by the Company degrading or interfering with County's other licensees' existing equipment, facilities, or quality of signals from the Leased Premises, provided that such licensees' mode of operation predates that of the Company's Improvements, or resulting in the inability of any FCC licensed entity operating at this site before the date of this Agreement to conform to its FCC licensed parameters in accordance generally accepted engineering standards, or (4) a condition degrading, or interfering with the County's communications system, all as determined by the County, in accordance with generally accepted engineering standards.

14.2. The Company agrees to operate and maintain its Improvements in such a manner as will not result in Interference. With regard to other lessees, the Company agrees that it will not modify the equipment initially installed, or install any additional equipment, or alter its operations in any manner which would result in Interference. The County shall take reasonable measures to assure that all other lessees operate and maintain their facilities and equipment located on the Site so as to avoid Interference with the operations of the Company. Any lease of the Site or nearby sites

- owned by the County shall contain restrictions substantially similar to those contained in this paragraph.
- 14.3. Following completion of the Initial Test described in "TESTING" and during the Initial Term and all Renewal Terms, if any Interference is caused by the Company's signal or its equipment or facilities or by the manner of operation thereof, the parties shall cooperate and exercise their best efforts to eliminate such Interference. Upon notice to the Company from the County of any such Interference, the parties shall (1) promptly investigate the problem; (2) take all steps reasonably necessary to identify the nature of the problem; and (3) exercise their commercially reasonable efforts to resolve the problem. If such Interference is being caused by the Company's signal or the Company's antennae, equipment or facilities or by the manner of operation and is not attenuated to limits reasonably acceptable to the County within forty-eight (48) hours after receipt by the Company of written notice of a claim of Interference, the Company shall, at its option, either: (1) reduce transmitter power to such level as is necessary to eliminate the Interference pending completion and testing of supplemental measures to remove the Interference at the authorized power, or (2) terminate operation until the Interference is resolved to the satisfaction of the County. In the event of termination of operations the Company may place temporary equipment at the Site, if specifications and location are approved by the County.
- 14.4. In the event of the need to correct or cure on an emergency basis, as determined by the County, any Interference, the County shall provide telephonic notice to the Company and the Company shall correct or cure the breach within twenty four (24) hours of the telephonic notice or within such additional period as may be approved by the County.
- 14.5. The definition of "unlicensed frequencies" for this Agreement shall adhere to the FCC's current and future definitions of unlicensed frequencies.
- 14.6. In spectrum that is designated as "unlicensed" or "licensed-exempt," users can operate without an FCC license but must use certified radio equipment and must comply with the technical requirements, including power limits, of the FCC's Part 15 Rules.
- 14.7. The Company has the exclusive use unlicensed frequencies where it is the first to establish the use of that frequency at the site. If the Company intends to utilize unlicensed frequencies at the site that are already in use the Company must obtain written permission from the County. The County or other tenants may use unlicensed frequencies not in use by the Company after the Company has installed its equipment on site. If the County or another tenant intends to use an unlicensed frequency already in use by the Company it may only do so with the Companies written permission. Any agreement between parties regarding the use of unlicensed frequencies shall include details on the frequency and equipment being used, and shall include a term or expiration that is in accordance with the terms and renewals for this agreement.
15. **PERFORMANCE:**
- 15.1. Company shall make reasonable efforts to extend service to any business or resident in the County that requests it. If a request for service is made by a residence or business and coverage is not available, the Company shall alert the County, indicate what would be needed to provide service to the customer, and work with the County to find a solution to expand coverage to the requested area.

- 15.2. Proposer shall provide to the County a monthly report describing the customer base in Pittsylvania and demonstrating that broadband availability is being expanded into the County. Coverage areas, available services, new buildout activity, and customer success stories demonstrating the impact of the project are strongly encouraged. Specific customer lists, tiers, etc., are not expected in this report.
- 15.3. Excessive legitimate complaints from customers regarding the Proposer sent to the County will be considered a failure to meet performance criteria. The County shall take the following steps to work with the Company and resolve complaints before determining that complaints are excessive and suspending discounts. After the County works with the Company by following the steps below the County shall have sole discretion in deciding whether issues have been resolved to the satisfaction of the county and whether or not to suspend discounts.
- 15.4. Starting prices and services available to businesses and residents shall reflect the pricing and services indicated in the RFP response.
16. **DAMAGE TO PREMISES:**
- 16.1. In the event the Structure is destroyed or substantially damaged by natural events or by other casualty, either party may, within ninety (90) days from the date of the damage or destruction, terminate this Agreement by written notice to the other. If this Agreement is not terminated within that time period, the County may, in its sole discretion, reconstruct or repair the Structure as soon as reasonably possible. The Company shall be entitled to a pro rata refund of the Monthly Rental Fee for the time the Structure is not being used by Company. The Company agrees that the County shall have no liability for any claims or losses due to business interruption or any other circumstances. If the County does not reconstruct or repair the Structure or if such reconstruction or repair is not accomplished so that the Company can resume the normal operations of the Company's station and/or other activities within ninety (90) days from the date its operations are interrupted, the Company may terminate this Agreement upon thirty (30) days prior written notice to the County. The Company shall be solely responsible for repairing, restoring or replacing its own equipment and facilities.
17. **LAWFUL APPROPRIATIONS:**
- 17.1. All obligations of the County pursuant to this Agreement shall be subject to the lawful appropriations by the Board of Supervisors of Pittsylvania County, Virginia. If such Board does not appropriate funds necessary to satisfy an obligation of the County, the County shall notify the Company in writing at least thirty (30) days prior to the beginning of the budget year for which such appropriation is not made by the Board.
18. **SALES, LEASES, ASSIGNMENTS AND SUBLETTING:**
- 18.1. The County's Right to Sell or Lease.
- 18.1.1. Nothing in this Agreement shall be construed as in any way limiting the County's right to use the Site and Structure or to lease, sell or grant rights for the use of the Site and Structure to any other party, so long as such use, lease, sale or grant is subject to the Company's rights under this Agreement
- 18.1.2. In the event the County sells the Leased Premises, and if the purchaser expressly assumes all of the covenants, agreements, liabilities and obligations of the County, then the County shall

be automatically discharged and released, from and after the date of such sale, of all obligations on the part of the County contained in this Agreement.

- 18.1.3. If the County sells the Site or grants an interest in the Site to another party, such sale or grant shall be subject to this Agreement and any such purchaser or transferee shall recognize the Company's rights under the terms of this Agreement.

18.2. Assignment or Sublet by the Company.

- 18.2.1. The Company shall not assign this Agreement in whole or in part at any time without the prior written permission of the County; provided however that the Company may assign this lease without permission to any affiliate, subsidiary, successor legal entity, or any entity acquiring all of the assets of the Company or its subsidiaries or affiliates provided that the Company shall give notice to the County within thirty (30) days after such assignment. The Company shall not enter into any arrangement or agreement with a third party for subletting, or in any way using any of the Leased Premises or equipment or facilities.
- 18.2.2. Additionally, the Company may, upon notice to the County, mortgage or grant a security interest in this Agreement and the Improvements, and may assign this Agreement and the Improvements to any mortgagees or holders of security interests, including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Agreement. In such event, the County shall execute a consent to leasehold financing in form reasonably acceptable to the parties. The County agrees to notify the Company and the Company's Mortgagees simultaneously of any default by the Company and to give Mortgagees the same right to cure any default as the Company or to remove any property of the Company or Mortgagee located on the Premises, except that the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 19, except for emergencies requiring the County to act before such period in order to provide adequate and safe public utility services to its residents. All such notices to Mortgagees shall be sent to Mortgagee at the address specified by the Company. Failure by the County to give Mortgagee such notice shall not diminish the County's rights against the Company, but shall preserve all rights of Mortgagee to cure any default and to remove any property of the Company or Mortgagee located on the Premises, as provided in this Agreement.

19. EMINENT DOMAIN:

- 19.1. In the event of any taking of or damage to all or any portion of the Leased Premises by reason of exercise of the power of eminent domain, whether by a condemnation proceeding or otherwise or any transfer in avoidance of the power of eminent domain (collectively "Appropriation") during the term of this Agreement or any extension or renewal thereof, rights and obligations of the County and the Company with respect to such Appropriation shall be as provided in this Paragraph:
- 19.1.1. In the event of an Appropriation which includes the entire Structure or which renders the Structure structurally unsound, this Agreement shall terminate as of the date of the Appropriation.
- 19.1.2. In the event of an Appropriation of a portion of the Leased Premises which does not include the entire Structure or render it structurally unsound, this Agreement shall continue in force. Provided, however, that in such event the County or the Company shall have the right (by

written notice to the other party within forty-five (45) days after the Appropriation) to terminate this Agreement if, in its reasonable judgment, the continued use of the remaining portion of the Leased Premises would be impractical.

- 19.1.3. All damages and proceeds payable on account of an Appropriation which results in termination of this Agreement, except those directly related to the Company's equipment and/or the Company's operation at the Site, shall belong to the County.
- 19.1.4. In the event of an Appropriation which does not result in a termination of this Agreement, the damages and proceeds payable on account of the Appropriation shall belong to the County. Following any such Appropriation, the Company shall be responsible for obtaining any portion of such Appropriation which may pertain to its equipment and/or operation at the Site, and replacing all facilities and equipment taken or rendered unusable as a result of the Appropriation, and shall bear all removal and relocation costs with respect to its facilities and equipment. All other alterations and repairs which are reasonably required as a result of the Appropriation shall be the responsibility of, and shall be made as promptly as reasonably possible by the County.

20. DEFAULT:

- 20.1. Events Of Default. The occurrence of any of the following events shall constitute an "Event of Default":
- 20.1.1. The failure by the Company to pay any rent or fees or other sum or expense required to be paid to the County by the Company within thirty (30) business days after written notice from the County, or to perform any other of its obligations under this Agreement within thirty (30) days after written notice from the County, provided the Company shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the Company commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion in accordance with a schedule and plan for such cure acceptable to the County;
- 20.1.2. The failure by the Company to cure conditions of material non-compliance with any requirement of any Governmental Authorities within the time frame prescribed by the Governmental Authority. In that event the County may terminate this Agreement immediately upon written notice to the Company.
- 20.1.3. The levying on or against the property of the Company on the Leased Premises of a writ of execution, lien, or attachment which is not released or discharged within thirty (30) days;
- 20.1.4. The doing or permitting to be done by the Company of any act which creates a mechanic's lien or claim against all or any portion of the Leased Premises which is not released or otherwise provided for by indemnification satisfactory to the County within thirty (30) days;
- 20.1.5. The filing by the Company of a voluntary petition in bankruptcy or voluntary petition or answer seeking reorganization, arrangement, readjustment of its debts, or any other relief under the Federal Bankruptcy Act or under any other insolvency act or law; the making by the Company of a general assignment for the benefit of creditors; or the admission in writing by the Company of its inability to pay its debts as they mature; or
- 20.1.6. The filing of an involuntary petition against the Company in bankruptcy or seeking the Company reorganization, arrangement, readjustment of its debts or for any other relief under

the Federal Bankruptcy Act or any other insolvency act or law, or the involuntary appointment of a receiver or trustee of the Company, and the continuance of any such events for a period of ninety (90) days not dismissed, bonded, or stayed.

20.1.7. Any use of the Site which hampers or impedes County operations at the Site or use of the Structure.

20.1.8. The Company's failure to correct an operational condition jeopardizing the public health, safety or welfare and the elapse of a reasonable period of time to correct such condition following written notice from the County.

20.2. The County's Rights Upon Default. Upon the occurrence of any Event of Default the County, at its option, may terminate this Agreement as of the date of the expiration of any applicable cure period following an Event of Default upon written notice of the County's election given to the Company.

21. OPTIONAL TERMINATION:

21.1. This Agreement may be terminated by the Company following sixty (60) days prior written notice to the County if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Improvements or Company's business, or if the Leased Premises is no longer technically compatible for the Company's business use.

21.2. This Agreement may be terminated by the County if it determines, in its sole discretion, that the Structure is structurally unsound, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Structure from any source, or factors relating to the condition of the Structure and substantiated by a structural analysis performed by a licensed architect or engineer, the results of which are provided to Company prior to termination.

21.3. This Agreement may be terminated by the County following sixty (60) days prior written notice to the Company if it determines, in its sole discretion, that requirements in the PERFORMANCE section are not being met.

22. TERMINATION:

22.1. Surrender Of Premises. Upon the expiration or termination of this Agreement, the Company's rights with respect to possession and use of the Leased Premises shall terminate.

22.2. Removal Of Improvements. The Company shall, upon expiration or termination of this Agreement pursuant to its terms, have sixty (60) days to remove all of its Improvements from the Leased Premises. Removal shall not result in any material damage to the Structure or any other equipment or property of the County or other Lessees or Licensees located on the Leased Premises and the Leased Premises shall be restored to their original condition, ordinary wear and tear excepted, at the Company's sole expense. In the event removal and restoration are not completed in accordance with this Paragraph the County may take all actions necessary for completion and the Company shall pay all related necessary costs within thirty days of the date of written invoice.

23. ENVIRONMENTAL AND RELATED REQUIREMENTS:

23.1. The Company's Responsibility. The Company agrees that its equipment, facilities and supplies located on or about the Leased Premises and activities within the Leased Premises will, at all times during the Company's occupancy and use of the Leased Premises, be kept and maintained in compliance with requirements of all Governmental Authorities including environmental laws regulating petroleum products, asbestos or other toxic, radioactive or hazardous wastes or

materials or the clean-up or removal of damage caused by any of the foregoing (collectively, the "Environmental Laws").

23.2. The County's Responsibility. The County agrees that its equipment, facilities and supplies will, at all times during the County's occupancy and use of the Site, be kept and maintained in compliance with all Environmental Laws. The County makes neither representations nor warranties regarding existing conditions on the Leased Premises.

23.3. Inspections by the County. The County and its engineers, technicians, and consultants (collectively, the "Auditors") may, from time to time as the County deems appropriate, conduct periodic tests and examinations ("Audits") of the Leased Premises, excluding access to the Company's Improvements, to confirm and monitor the Company's compliance with the requirements of this Paragraph; provided that the Auditors and any and all County employees, representatives, and/or agents shall be accompanied by an employee, representative or agent of the Company during the Audits. The costs of such Audits shall be paid by the County unless Audit shall disclose a material failure of the Company to comply with this Paragraph, in which case the cost of such Audit and the cost of all subsequent Audits until compliance has been restored shall be paid by the Company.

24. INDEMNITY:

24.1. The Company, its employees, contractors, or agents, agrees to release, indemnify, save harmless, and defend the County, its officials, employees, contractors, and agents, and, County, its directors, officials, employees, contractors, and agents, from and against any and all losses, liabilities, judgments, damages, suits, actions, claims (whether made, asserted or threatened), and costs and expenses, including without limitation reasonable attorneys' fees, consultants' fees and experts' fees arising from or in connection with (i) the interruption of the Company, its subscribers, or sub-licensee service, or (ii) because of any interference with communication reception of such services or the services of others, or (iii) out of injuries to persons, including disease or death, or (iv) from damage to any property, sustained by any person or entity, including the Company, or in any other way attributable to or arising out of the operations of the Company or of Company's employees, contractors, agents, or visitors, upon the Leased Premises or the Fortunes Cove Preserve owned by County, including, but not limited to access to the Leased Premises, or the installation, use, maintenance, or removal, of the Improvements or any condition associated with the Leased Premises. This indemnity obligation shall survive the expiration or earlier termination of this Agreement.

25. REMEDIES:

25.1. Waiver. The failure of the County or the Company to insist on strict performance of any of the terms and conditions of this Agreement shall not be deemed a waiver of the rights or remedies that the County or the Company may have regarding that specific instance nor shall it be deemed a waiver of any subsequent breach or default of the same of any other term or condition hereof.

25.2. Cumulative Nature. All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed at law or equity which the non-defaulting party may have by reason of an Event of Default, and rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion arises; provided, however, that the Parties shall use reasonable efforts to mitigate their respective damages in connection with an Event of Default by the other party.

26. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, THE COUNTY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES, OR THE COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.
27. DISCLAIMER OF WARRANTIES. THE COUNTY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.
28. NOTICES:
- 28.1. Whenever any notices are required or permitted to be given pursuant to this Agreement, the same shall be in writing and shall be deemed given when deposited in the United States registered or certified mail, postage prepaid and return receipt requested, or other receipted mail or delivery, addressed as follows:
- If to the County: Pittsylvania County Administrator
 Attn: David M. Smitherman
 1 Center Street
 Chatham, Virginia 24531
 434-432-7710
- If to the Company: AcelaNet LLC dba SCS Broadband
 Clay Stewart, COO
 654 Thomas Nelson Highway
 Arrington, VA 22922
- Either party may change the above information during the term of this Agreement by written notice to the other party. With respect to the notices of Interference, such notice shall be made orally or in writing to any one of the people designated by the Company or the County for such purpose.
29. SUCCESSORS:
- 29.1. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns subject to any provisions of this Agreement to the contrary.
30. ENTIRE AGREEMENT:
- 30.1. This Agreement contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement.
31. GOVERNING LAW:
- 31.1. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia, and Federal Law. Any legal actions pertaining to or arising out of this Agreement shall be filed and maintained in the Pittsylvania General District or Circuit Court.
32. DESCRIPTIVE HEADINGS:

32.1. The descriptive headings and numbering of the several Paragraphs of this Agreement are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions.

33. PLANS AND EXHIBITS:

33.1. Plans, schedules and exhibits are incorporated into this Agreement only to the extent that they meet requirements of Governmental Authorities, and provide for Improvements which do not create Interference with any County communications. In the event it is determined by the County that plans and exhibits do not comply with requirements, or describe Improvements creating Interference, the County may request that they be amended. In that event, if there are no amendments within a reasonable time period, all as determined by the County, the County may elect to terminate this Agreement.

34. RECORDING:

34.1. At the request of the County, the Company shall execute a Memorandum of Lease which the County shall record in the County Circuit Court Clerk's Office.

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

Pittsylvania County, Virginia

By:  01/18/17

Its: COUNTY ADMINISTRATOR

AcelaNet LLC dba SCS Broadband

By:  01/24/17

Its: CHIEF OPERATIONS OFFICER, ACELANET, LLC

Exhibit "A"**Callands Compactor Tower**

20400 Franklin Turnpike
Chatham, Virginia 24531

Grit Road Tower

3710 Wards Road
Hurt, Virginia 24563

Mt. Airy Tower

120 Renan Road
Chatham, Virginia 24557

Rockford School Road Tower

6300 Rockford School Road
Gretna, Virginia 24557

White Oak Tower

533 Tower Lane
Blairs, Virginia 24527

Brosville Tower

95 Cascade Road
Cascade, Virginia 24069

Dan River Middle School Tower

325 Dodson Lane
Ringgold, Virginia 24586

PUBLIC HEARING NOTICE

The Pittsylvania County Board of Supervisors will hold a Public Hearing at 7:00 p.m. on Tuesday, October 20, 2020, at the Chatham Community Center (Gallery Room), 115 South Main Street, Chatham, Virginia 24531, to receive citizen input on a proposed amendment to a contract with SCS Broadband that would allow them to install broadband equipment on two (2) of the County's communication towers located at 980 Mayfield Road, Danville Virginia 24541 and 740 Tunstall High Road, Dry Fork, Virginia 24549. A complete copy of the lease and related documents are available at the Pittsylvania County Administrator's office, 1 Center Street, Chatham, Virginia 24531, Monday through Friday, 8:00 a.m. to 5:00 p.m., as well as on the County's website at www.pittsylvaniacountyva.gov.



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	IDA Appointment (Callands-Gretna); (Bill Nuckols); (Supervisor Farmer)		
Staff Contact(s):	Supervisor Farmer		
Agenda Date:	October 20, 2020	Item Number:	13.a
Attachment(s):			
Reviewed By:			

SUMMARY

Charlie Mahan is currently the Callands-Gretna District Representative on the County's Industrial Development Authority ("IDA"). His term is set to expire on November 30, 2020. Mahan has indicated that he will not seek reappointment. Supervisor Farmer desires to recommend that the Board appoint Bill Nuckols as the County's Callands-Gretna IDA Representative for a term beginning December 1, 2020, and expiring November 30, 2024.

FINANCIAL IMPACT AND FUNDING SOURCE

None.

RECOMMENDATION

County Staff recommends the Board follow Supervisor Farmer's recommendation and appoint Bill Nuckols as the County's Callands-Gretna IDA Representative for a four (4) year term, beginning December 1, 2020, and expiring November 30, 2024.

MOTION

"I make a Motion appointing Bill Nuckols as the County's Callands-Gretna IDA Representative for a four (4) year term, beginning December 1, 2020, and expiring November 30, 2024."