

**RUSSELL COUNTY**  
**BOARD OF SUPERVISOR’S MEETING**  
**AGENDA – FEBRUARY 9, 2026**

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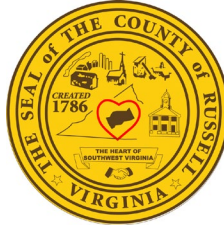
**BOS Board Room**

**Regular Board Meeting**

**6:00 PM**

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**Russell County Governmental Center**  
**Lebanon, Virginia 24266**



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**Russell County Board of Supervisors’ “Public Board Packet” can be viewed or downloaded at <https://russellcountyva.us/agendacenter>.**

**A hard copy of the Public Board Packet is located at the County Administrator’s Office or the County’s website electronically five (5) days prior to the board meeting or when the Chairman of the Board releases. In addition, one hard copy of the Public Board Packet will be available for public review at the board meeting.**

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**CALL TO ORDER & ROLL CALL – Clerk of the Board**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**PRESENTATIONS**

- 1. Dr. Clint Hayes, President of Southwest Virginia Community College**

**NEW BUSINESS**

- 1. Approval of Minutes. Consider approval of the minutes of the following meeting of the Russell County Board of Supervisors.....B-1**
  - a. Unapproved minutes of January 5, 2026**

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

3. Committee Appointments for Board Consideration.....B-3

Cumberland Plateau Economic Development Board

Doug Hubbard 1 Year-Term January 6, 2026

Finney Community Center Committee

David Compton 1 Year-Term February 3, 2026

Edward Tiller 1 Year-Term February 3, 2026

**CITIZEN'S COMMENT PERIOD (Limited to 3 Minutes)**

**CONSTITUTIONAL OFFICER REPORTS AND REQUESTS**

**COUNTY ATTORNEY REPORTS AND REQUESTS**

1. Transfer County Property to RC IDA Project Powder.....C-1

2. RC County-Wide Forensic Audit Requests for Proposals (RFP).....C-2

3. Virginia Constitutional Overreach Nullification (VCON) & 2A Resolution.....C-3

4. RC Election Districts & Precinct Boundaries Ordinance.....C-4

**COUNTY ADMINISTRATOR REPORTS AND REQUESTS**

REPORTS

1. RC First Responders Dinner – 1/10/26.....D-1

2. VACo Preliminary Legislative Program 2026.....D-2

3. 2026 VACo Local Government Day (2/5/26).....D-3

4. Russell County Road Reporting System.....D-4

5. VDOT Monthly Road System Report.....D-5

6. County & PSA Project Listing.....D-6

7. Virginia Opioid Abatement Authority (OAA) Annual Report 2025.....D-7

**REQUESTS**

- 8. RC Declaration of Emergency Resolution – Winter Storms - 1/24/2026.....D-8
- 9. Cumberland Plateau Regional Waste Management Authority Manpower Service Agreement & Addendum to Manpower Agreement.....D-9
- 10. Clinch Valley Soil & Water Conservation District – Town of Lebanon - Wellspring Foundation Grant Letter of Support.....D-10
- 11. Virginia Federation of Humane Societies Direct Animal Award 2026 Memorandum of Understanding - \$7,500.....D-11

**BOARD DISCUSSIONS & REMINDERS**

**ADJOURNMENT**

**COUNTY AGENCY / BOARD REPORTS:**

- Treasurer.....E
- RC IDA .....F
- RC PSA .....G
- RC Tourism.....H
- RC Planning Commission .....I
- RC Conference Center.....J
- RC Transportation & Safety.....K
- RC Canneries.....L
- RC Building Inspector.....M
- RC Disposal.....N
- RC Litter.....O

# Russell County Virginia

“The Heart of Southwest Virginia”

Andrew Hensley  
District 1

Steve Breeding  
District 5

Lou Ann Wallace  
District 2

David Eaton, Chairman  
District 4

Nathan Kiser  
At-Large

Tara Dye  
District 3  
Administrator

Rebecca Dye, Vice-Chairman  
District 6

Lonzo Lester  
County

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## **PUBLIC NOTICE**

The Russell County Board of Supervisors is rescheduling Monday, February 2, 2026, Board Meeting to Monday, February 9, 2026, at 6 P.M. due to board member schedules and meetings.

**BY ORDER OF THE  
RUSSELL COUNTY BOARD OF  
SUPERVISORS**



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Information Item  
Presenters - Various

**Meeting: 2/9/26 6:00 PM**

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## **Presentations**

### **1. Dr. Clint Hayes, President of Southwest Virginia Community College**

**Staff Recommendation:**

Presentation – Informational Only.

**Suggested Motion:**

Board Discretion.

**ATTACHMENTS:**

- Various



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Action Item B-1  
Presenter: Chairperson

**Meeting: 2/9/26 6:00 PM**

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## Approval of Minutes

Request approval of the minutes from the following meeting:

- **January 5, 2026 Board Minutes**

### **STAFF RECOMMENDATION(s):**

Board discretion

### **SUGGESTED MOTION(s):**

Motion to approve Board Minutes.

### **ATTACHMENTS:**

- Board Minutes

January 5, 2026

A regular monthly meeting of the Russell County Board of Supervisors was held on Monday, January 5, 2026 at 6:00 PM at the Russell County Government Center in Lebanon, Virginia.

**CALL TO ORDER & ROLL CALL**

The Clerk called the meeting to order.

Roll Call by the Clerk:

Present -

Andrew Hensley  
Lou Ann Wallace  
Tara Dye  
David Eaton  
Rebecca Dye  
Nate Kiser  
Steve Breeding

} a quorum

Lonzo Lester, Clerk  
Rhonda Lester, Deputy Clerk  
Tyler Starnes, County Attorney

Absent – None

**INVOCATION & PLEDGE OF ALLEGIANCE**

Invocation performed by Caleb Johnson followed by the Pledge of Allegiance to the Flag.

**APPROVAL OF THE AGENDA**

Motion made by Steve Breeding, second Nate Kiser and duly approved by the Board of Supervisors to amend the Agenda to add RC Emergency Management, Jarred Glass – Flood Damage/Recovery Projects as item number (4) under Presentations.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

## **PUBLIC HEARING**

### 1. Transfer Givens School Property to RC IDA - Project Powder

- a) The Chairman opened the public hearing at 6:05 PM.
- b) Public Comment – None
- c) The Chairman closed the public hearing at 6:06 PM.

Motion made by Steve Breeding, second Lou Ann Wallace and duly approved by the Board of Supervisors to grant the County Administrator and County Attorney permission to proceed with the transfer of the Givens School property to RC IDA - Project Powder.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

## **PRESENTATION**

### 1. Regional Improvement Commission – City of Bristol’s Casino Presentation

Motion made by Andrew Hensley, second Tara Dye and duly approved by the Board of Supervisors to deny funding requests made by the City of Bristol.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

### 2. Southwest VA Workforce Development Board, Rachel Patton – OAA Grant Fund Request

Motion made by Steve Breeding, second Lou Ann Wallace and duly approved by the Board of Supervisors to approve the OAA Grant Fund Request of \$25,000.00 and a letter of support for the Cars to Work Program.



The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: Rebecca Dye

Absent: None

3. RC Registrar, Diana Shorter - RC Redistricting Ordinance

Motion made by Tara Dye, second Steve Breeding and duly approved by the Board of Supervisors to amend and approve the RC Redistricting Ordinance.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

4. RC Emergency Management, Jarred Glass – Flood Damage (Dante Community Center & Moccasin)

Motion made by Lou Ann Wallace, second Steve Breeding and duly approved by the Board of Supervisors to allocate 25% of construction costs for flood damage behind the Dante Community Center and Moccasin areas.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

**ORGANIZATION MEETING**

1. Election of Chairperson:

a) David Eaton relinquished the Chair to the Clerk of the Board.

b) Steve Breeding nominated David Eaton. Tara Dye nominated Andrew Hensley.

Motion made by Lou Ann Wallace, second Steve Breeding and duly approved by the Board of Supervisors to cease all other nominations and call for a vote.

The vote was:

For David Eaton – Lou Ann Wallace, Steve Breeding, Rebecca Dye, David Eaton (4)

For Andrew Hensley – Tara Dye, Nate Kiser, Andrew Hensley (3)

Abstain: None

Absent: None

By a majority vote, David Eaton was elected as Chairperson for the calendar year 2026.

c) The Clerk relinquished the Chair to David Eaton

## 2. Election of Vice-Chairperson:

a) Lou Ann Wallace nominated Rebecca Dye. Nate Kiser nominated Andrew Hensley.

Motion made by Lou Ann Wallace, second Steve Breeding and duly approved by the Board of Supervisors to cease all other nominations and call for a vote.

The vote was:

For Rebecca Dye – Lou Ann Wallace, Steve Breeding, David Eaton, Rebecca Dye (4)

For Andrew Hensley – Tara Dye, Nate Kiser, Andrew Hensley (3)

Abstain: None

Absent: None

By a majority vote, Rebecca Dye was elected as Vice-Chairperson for the calendar year 2026.

## 3. Appointment of Clerk and Deputy Clerk of the Board:

a) Motion made by Andrew Hensley, second Lou Ann Wallace and duly approved by the Board of Supervisors to reappoint Lonzo Lester as Clerk of the Board for the calendar year 2026.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

- b) Motion made by Andrew Hensley, second Lou Ann Wallace and duly approved by the Board of Supervisors to reappoint Rhonda Lester as Deputy Clerk of the Board for the calendar year 2026.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

#### 4. Adoption of Robert's Rules of Order:

- a) Motion made by Steve Breeding, second Lou Ann Wallace and duly approved by the Board of Supervisors to adopt Robert's Rules of Order for the calendar year 2026.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

#### 5. Adoption of Russell County's By-Laws:

- a) Motion made by Steve Breeding, second Lou Ann Wallace and duly approved by the Board of Supervisors to adopt Russell County's By-Laws for the calendar year 2026.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

#### 6. CY 2026 Board of Supervisors Regular Meeting Schedule:

- a) Motion made by Steve Breeding, second Lou Ann Wallace and duly approved by the Board of Supervisors to schedule the regular meeting for the calendar year 2026 at 6:00 PM on the first Monday of every month.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, and Lou Ann Wallace

Nay: Nate Kiser

Abstain: None

Absent: None

7. FY 2026/2027 Board of Supervisors Budget Meeting Schedule:

- a) Motion made by Rebecca Dye, second Lou Ann Wallace and duly approved by the Board of Supervisors to add three (3) reconvened meetings of the full Board to the FY 2026/2027 Board of Supervisors Budget Meeting Schedule.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

**NEW BUSINESS**

1. Approval of Minutes:

Motion made by Andrew Hensley, second Lou Ann Wallace and duly approved by the Board of Supervisors to approve the minutes of December 8, 2025 as presented.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

2. Approval of Expenditures:

Motion made by Steve Breeding, second Lou Ann Wallace and duly approved by the Board of Supervisors to approve the expenditures presented for payment.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

3. 2026 Authorized Payments:

Motion made by Steve Breeding, second Lou Ann Wallace and duly approved by the Board of Supervisors to approve the 2026 Authorized Payments as presented.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

4. Committee/Board Appointments:

a) Budget/Finance Committee –

- 1) Chair appointed Andrew Hensley and Steve Breeding to the Budget/Finance committee and invited all members of the Board of Supervisors to attend the Budget/Finance committee meetings.

b) Cumberland Plateau Economic Development –

- 1) John Bebbler 1 Year-Term

Motion made by Nate Kiser, second Rebecca Dye and duly approved by the Board of Supervisors to reappoint John Bebbler for a 1 year-term.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

2) Mike Bryant 1 Year-Term

Motion made by Lou Ann Wallace, second Rebecca Dye and duly approved by the Board of Supervisors to reappoint Mike Bryant for a 1 year-term.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

### **CITIZENS' COMMENTS**

The Chair opened the comment period.

1. Larry Hughes - urged the Board to draft letters to state and local leaders to help establish, develop, and join the VCON Coalition

### **CONSTITUTIONAL OFFICER REPORTS AND REQUESTS**

1. Bill Watson, Sheriff – Storage Building for RCSO Equipment

### **COUNTY ATTORNEY REPORTS AND REQUESTS**

1. RC Redistricting Ordinance
2. RC BOS Resolution – Reduction of Board of Supervisors Membership – Tabled by Chair
3. Virginia Constitutional Overreach Nullification (VCON)

Motion made by Steve Breeding, second Nate Kiser and duly approved by the Board of Supervisors to draft a letter of support to present to the Board for approval on next month's agenda.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

4. Transfer County Property to RC IDA Project Powder

5. RC County-Wide Forensic Audit Requests for Proposals (RFP)

Update: Proposals have been ranked and second interviews have been scheduled

## **COUNTY ADMINISTRATOR REPORTS AND REQUESTS**

### **Reports:**

1. RC First Responders Dinner – 1/10/26 @ 5 PM
2. VACo Preliminary Legislative Program 2026
3. 2026 VACo Local Government Day (2/5/26)
4. Governor’s Biennium Budget Amendments (FY26/27)
5. 2026 State & Local Economic Interests & Financial Disclosure Statements & Freedom of Information Act (FOIA) Training
6. Russell County Road Reporting System
7. VDOT Monthly Road System Report
8. County & PSA Project Listing
9. Honaker & Castlewood Canneries – Closure scheduled for 1/13/2026
10. RC Disposal Sites Holiday Schedule

### **Requests:**

1. RC First Responders Communication – Starlink Systems

Motion made by Lou Ann Wallace, second Rebecca Dye and duly approved by the Board of Supervisors to approve the RC First Responders Communication – Starlink Systems in the amount of \$20,139.60.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

2. RC IT Services Contract Request for Proposal (RFP)

Motion made by Nate Kiser, second Steve Breeding and duly approved by the Board of Supervisors to approve the RC IT Services Contract Request for Proposal (RFP).

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

3. DCJS CY 2026 VSTOP Grant Program - \$66,667

Motion made by Nate Kiser, second Rebecca Dye and duly approved by the Board of Supervisors to approve the DCJS CY 2026 VSTOP Grant Program - \$66,667.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

4. RC OAA Program – Lebanon Memorial United Methodist Church (Recovery at Lebanon)

Motion made by Lou Ann Wallace, second Andrew Hensley and duly approved by the Board of Supervisors to approve the RC OAA Program – Lebanon Memorial United Methodist Church in the amount of \$12,000.00.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: Steve Breeding, Rebecca Dye

Absent: None



## **BOARD DISCUSSIONS & REMINDERS**

1. Nate Kiser – Happy New Year
2. Andrew Hensley – None
3. Lou Ann Wallace - None
4. Tara Dye – thank everybody for coming out and sticking with us. Also, I would like to remind everybody, we're going to likely have some cold weather moving in. Check on your elderly, check on your neighbors, and if there's anything that we can do, just let us know.
5. David Eaton – None
6. Rebecca Dye – None
7. Steve Breeding – None

## **ADJOURNMENT**

Motion made by Tara Dye, second Nate Kiser and duly approved by the Board of Supervisors to adjourn at 8:30 PM.

The vote was:

Aye: Andrew Hensley, Tara Dye, David Eaton, Steve Breeding, Rebecca Dye, Lou Ann Wallace, and Nate Kiser

Nay: None

Abstain: None

Absent: None

The next regular monthly meeting is scheduled for Monday, February 2, 2025 at 6:00 PM.

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Clerk of the Board

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Chairperson



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Action Item B-2  
Presenter: Chairperson

**Meeting: 2/9/26 6:00 PM**

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## **Approval of Expenditures**

Request approval of the County's January 2026 Monthly Expenditures:

### **STAFF RECOMMENDATION(s):**

County's January 2026 Monthly Expenditures are in compliance with budget and operational services.

### **SUGGESTED MOTION(s):**

Motion to approve County's January 2026 Monthly Expenditures.

### **ATTACHMENTS:**

- January 2026 Monthly Expenditures

<u>DUE DATE</u>	<u>INV DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
2/09/2026	1/09/2026	005101 ABOVE EXPECTATI	RCSO126		173.40	173.40	4100-031020-5408-	- -
					173.40	173.40 *		
2/09/2026	2/28/2026	004228 ADDINGTON CAROL	NOV25-FEB26		346.50	346.50	4100-013010-1008-	- -
					346.50	346.50 *		
2/09/2026	1/16/2026	005376 ALPHACARD	INV7709985		159.90	159.90	4100-021060-5401-	- -
					159.90	159.90 *		
2/09/2026	12/24/2025	004982 AMAZON CAPITAL	12242025	10	2,345.01	2,345.01	4100-073010-5411-	- -
2/09/2026	12/24/2025	004982 AMAZON CAPITAL	12242025	10	101.72	101.72	4100-073010-5401-	- -
					2,446.73	2,446.73 *		
2/09/2026	1/25/2026	004674 AMERIGAS	3186163194		2,577.84	2,577.84	4100-043020-5102-	- -
					2,577.84	2,577.84 *		
2/09/2026	1/15/2026	000047 AT&T	01152026		53.36	53.36	4100-031020-5203-	- -
					53.36	53.36 *		
2/09/2026	4/28/2025	000052 BLEVINS SEPTIC	39817		450.00	450.00	4100-043020-3004-	- -
					450.00	450.00 *		
2/09/2026	1/20/2026	005316 BOUND TREE MEDI	86067101		378.44	378.44	4100-035050-3002-	- -
2/09/2026	2/02/2026	005316 BOUND TREE MEDI	86083260		378.44	378.44	4100-035050-3002-	- -
2/09/2026	2/02/2026	005316 BOUND TREE MEDI	86083262		378.44	378.44	4100-035050-3002-	- -
					1,135.32	1,135.32 *		
2/09/2026	1/21/2026	000669 BURSARS OFFICE	202602		22,542.58	22,542.58	4100-083050-1003-	- -
2/09/2026	1/21/2026	000669 BURSARS OFFICE	202602		4,027.60	4,027.60	4100-083050-2003-	- -
					26,570.18	26,570.18 *		
2/09/2026	12/20/2025	003898 CARD SERVICES C	12202025	1	283.90	283.90	4100-022010-5401-	- -
					283.90	283.90 *		
2/09/2026	1/23/2026	005359 CARDNIAL HEALTH	7457548166		204.10	204.10	4100-035050-3002-	- -
					204.10	204.10 *		
2/09/2026	1/09/2026	002574 CARTER MACHINER	2213740		579.60	579.60	4100-032050-3005-	- -
					579.60	579.60 *		
2/09/2026	12/19/2025	003569 CLARK PRINT SHO	5183		876.60	876.60	4100-012090-5401-	- -
2/09/2026	12/30/2025	003569 CLARK PRINT SHO	5186		277.50	277.50	4100-013020-3006-	- -
					1,154.10	1,154.10 *		
2/09/2026	2/28/2026	003076 COMBS ARCHIE	NOV25-DEC26		346.50	346.50	4100-013010-1008-	- -
					346.50	346.50 *		
2/09/2026	10/30/2025	005392 COURTHOUSE COMP	3972		20,000.00	20,000.00	4100-021060-5401-	- -
					20,000.00	20,000.00 *		
2/09/2026	12/31/2025	004847 CRESS SANDRA	12312025		600.00	600.00	4100-022010-5415-	- -
					600.00	600.00 *		
2/09/2026	1/10/2026	000171 CUMBERLAND PLAT	399		93,202.55	93,202.55	4100-042010-3002-	- -
					93,202.55	93,202.55 *		
2/09/2026	1/27/2026	005265 CURT'S ACE HARD	317D		33.99	33.99	4100-043020-5407-	- -
					33.99	33.99 *		
2/09/2026	12/16/2025	000184 DEMCO	7741770	10	262.99	262.99	4100-073010-5401-	- -
2/09/2026	1/02/2026	000184 DEMCO	7749455	10	146.11	146.11	4100-073010-5401-	- -
					409.10	409.10 *		
2/09/2026	1/14/2026	000193 DISCOUNT TIRE C	8227		101.93	101.93	4100-035010-5408-	- -
					101.93	101.93 *		
2/09/2026	1/06/2026	000198 DOMINION OFFICE	174201		102.97	102.97	4100-012010-5401-	- -
2/09/2026	1/08/2026	000198 DOMINION OFFICE	174264		17.99	17.99	4100-034010-5401-	- -
2/09/2026	1/08/2026	000198 DOMINION OFFICE	174285		157.56	157.56	4100-012090-5401-	- -
2/09/2026	11/21/2025	000198 DOMINION OFFICE	173597		19.99	19.99	4100-012090-5401-	- -
2/09/2026	12/15/2025	000198 DOMINION OFFICE	173781	1	56.70	56.70	4100-022010-5401-	- -
2/09/2026	12/15/2026	000198 DOMINION OFFICE	173861		44.84	44.84	4100-032050-5401-	- -
2/09/2026	12/10/2025	000198 DOMINION OFFICE	173867		9.42	9.42	4100-031020-5401-	- -
2/09/2026	12/18/2025	000198 DOMINION OFFICE	174016		15.98	15.98	4100-031020-5401-	- -
2/09/2026	12/18/2025	000198 DOMINION OFFICE	174017	1	167.98	167.98	4100-022010-5401-	- -

<u>DUE DATE</u>	<u>INV DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
2/09/2026	12/23/2025	000198 DOMINION OFFICE	174085		29.54	29.54	4100-012130-5401-	-
2/09/2026	12/31/2025	000198 DOMINION OFFICE	174133		189.98	189.98	4100-031020-5401-	-
2/09/2026	1/20/2026	000198 DOMINION OFFICE	174202		495.94	495.94	4100-071040-5613-	-
2/09/2026	1/06/2026	000198 DOMINION OFFICE	174233		56.99	56.99	4100-032050-5401-	-
2/09/2026	1/13/2026	000198 DOMINION OFFICE	174338		56.99	56.99	4100-031020-5401-	-
2/09/2026	12/15/2026	000198 DOMINION OFFICE	173779		18.54	18.54	4100-013020-5401-	-
2/09/2026	1/19/2026	000198 DOMINION OFFICE	174237		298.08	298.08	4100-021060-5401-	-
2/09/2026	1/19/2026	000198 DOMINION OFFICE	174430		85.56	85.56	4100-035050-5401-	-
2/09/2026	1/21/2026	000198 DOMINION OFFICE	174484-		115.98	115.98	4100-043020-5405-	-
2/09/2026	1/22/2026	000198 DOMINION OFFICE	174485		369.70	369.70	4100-012010-5401-	-
2/09/2026	1/23/2026	000198 DOMINION OFFICE	174535		206.97	206.97	4100-042400-5414-	-
2/09/2026	1/23/2026	000198 DOMINION OFFICE	174538		221.61	221.61	4100-012090-5401-	-
2/09/2026	1/23/2026	000198 DOMINION OFFICE	174543		8.82	8.82	4100-021060-5401-	-
2/09/2026	12/15/2025	000198 DOMINION OFFICE	173865	10	3.59	3.59	4100-073010-5401-	-
2/09/2026	12/17/2025	000198 DOMINION OFFICE	173979	10	77.06	77.06	4100-073010-5401-	-
2/09/2026	12/18/2025	000198 DOMINION OFFICE	173979.1	10	77.06	77.06	4100-073010-5401-	-
2/09/2026	12/18/2025	000198 DOMINION OFFICE	174021	10	93.45	93.45	4100-073010-5401-	-
2/09/2026	12/19/2025	000198 DOMINION OFFICE	174036	10	20.77	20.77	4100-073010-5401-	-
2/09/2026	12/23/2025	000198 DOMINION OFFICE	174081	10	177.98	177.98	4100-073010-5401-	-
2/09/2026	12/30/2025	000198 DOMINION OFFICE	174112	10	56.99	56.99	4100-073010-5401-	-
2/09/2026	1/16/2026	000198 DOMINION OFFICE	174427	10	3.75	3.75	4100-073010-5401-	-
2/09/2026	1/19/2026	000198 DOMINION OFFICE	174393		8.78	8.78	4100-021010-5401-	-
					3,267.56	3,267.56 *		
2/09/2026	1/23/2026	001445 FISHER AUTO PAR	397-317241		7.96	7.96	4100-043020-5407-	-
2/09/2026	1/30/2026	001445 FISHER AUTO PAR	397-317358		97.29	97.29	4100-042400-5408-	-
					105.25	105.25 *		
2/09/2026	1/07/2026	000239 FOOD CITY	01072026		46.36	46.36	4100-011010-5413-	-
2/09/2026	1/07/2026	000239 FOOD CITY	01072026		26.22	26.22	4100-011010-5413-	-
2/09/2026	1/07/2026	000239 FOOD CITY	01072026		57.38	57.38	4100-031020-5409-	-
2/09/2026	1/07/2026	000239 FOOD CITY	01072026		36.60	36.60	4100-011010-5413-	-
					166.56	166.56 *		
2/09/2026	1/21/2026	001862 GREAT AMERICA L	41079284		263.22	263.22	4100-012090-5401-	-
2/09/2026	1/29/2026	001862 GREAT AMERICA L	01292026		140.00	140.00	4100-031020-5401-	-
					403.22	403.22 *		
2/09/2026	1/19/2026	004547 GUERNSEY	INV-3071086		96.12	96.12	4100-021020-5401-	-
					96.12	96.12 *		
2/09/2026	11/05/2025	005074 HD MEDIA CO INC	2073803		56.70	56.70	4100-012130-5203-	-
2/09/2026	12/01/2025	005074 HD MEDIA CO INC	2079640		231.63	231.63	4100-011010-3007-	-
					288.33	288.33 *		
2/09/2026	1/07/2026	000308 HONAKER TIRE SE	303607		620.08	620.08	4100-031020-5408-	-
					620.08	620.08 *		
2/09/2026	12/16/2025	000314 HUFFMAN'S TIRE	1609		208.00	208.00	4100-031020-5408-	-
					208.00	208.00 *		
2/09/2026	1/08/2026	000323 INGRAM LIBRARY	93536380	10	25.34	25.34	4100-073010-5411-	-
2/09/2026	1/12/2026	000323 INGRAM LIBRARY	93615163	10	314.11	314.11	4100-073010-5411-	-
2/09/2026	1/16/2026	000323 INGRAM LIBRARY	93776222	10	56.78	56.78	4100-073010-5411-	-
					396.23	396.23 *		
2/09/2026	12/22/2025	003866 INNOVATIVE TECH	4829		612.00	612.00	4100-031020-3002-	-
2/09/2026	1/15/2026	003866 INNOVATIVE TECH	4847		8,025.00	8,025.00	4100-012300-3002-	-
2/09/2026	1/15/2026	003866 INNOVATIVE TECH	4847		230.00	230.00	4100-012300-7002-	-
2/09/2026	1/15/2026	003866 INNOVATIVE TECH	4848		400.00	400.00	4100-071040-5605-	-
2/09/2026	1/15/2026	003866 INNOVATIVE TECH	4849		382.50	382.50	4100-071040-5609-	-
2/09/2026	1/15/2026	003866 INNOVATIVE TECH	4850		37.50	37.50	4100-012300-3002-	-
2/09/2026	1/15/2026	003866 INNOVATIVE TECH	4852		300.00	300.00	4100-012300-3002-	-
2/09/2026	1/15/2026	003866 INNOVATIVE TECH	4852		30.00	30.00	4100-012300-7002-	-

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
2/09/2026	1/15/2026	003866	INNOVATIVE TECH 4854		862.50	862.50	4100-031020-3002-	- -
2/09/2026	1/15/2026	003866	INNOVATIVE TECH 4864		75.00	75.00	4100-012300-3002-	- -
2/09/2026	1/15/2026	003866	INNOVATIVE TECH 4864		203.03	203.03	4100-012300-7002-	- -
2/09/2026	12/22/2025	003866	INNOVATIVE TECH 4830		557.00	557.00	4100-031020-3002-	- -
2/09/2026	12/22/2025	003866	INNOVATIVE TECH 4830		557.00	557.00	4100-032050-3002-	- -
2/09/2026	11/24/2025	003866	INNOVATIVE TECH 4843		637.50	637.50	4100-032050-3002-	- -
2/09/2026	12/22/2025	003866	INNOVATIVE TECH 4827	10	3,057.29	3,057.29	4100-073010-3002-	- -
2/09/2026	1/15/2026	003866	INNOVATIVE TECH 4851	10	1,575.00	1,575.00	4100-073010-3002-	- -
2/09/2026	1/15/2026	003866	INNOVATIVE TECH 4866	10	720.00	720.00	4100-073010-3002-	- -
					18,261.32	18,261.32 *		
2/09/2026	12/06/2025	004907	JACOBS GARAGE & 1762		225.00	225.00	4100-031020-5408-	- -
					225.00	225.00 *		
2/09/2026	1/25/2026	003587	JOHN DEERE FINA 01252026	1	393.65	393.65	4100-031020-5408-	- -
2/09/2026	1/15/2026	003587	JOHN DEERE FINA 1302645		22.99	22.99	4100-071040-5609-	- -
2/09/2026	1/22/2026	003587	JOHN DEERE FINA 3248811		249.98	249.98	4100-031020-5410-	- -
					666.62	666.62 *		
2/09/2026	12/18/2025	004494	KENTUCKY CRYSTA 021443		20.80	20.80	4100-012010-5401-	- -
2/09/2026	12/18/2025	004494	KENTUCKY CRYSTA 021443		20.80	20.80	4100-012090-5401-	- -
2/09/2026	12/18/2025	004494	KENTUCKY CRYSTA 021443		20.80	20.80	4100-035050-5401-	- -
2/09/2026	12/18/2025	004494	KENTUCKY CRYSTA 021443		20.80	20.80	4100-034010-5401-	- -
2/09/2026	12/18/2025	004494	KENTUCKY CRYSTA 021443		20.80	20.80	4100-012130-5401-	- -
2/09/2026	12/18/2025	004494	KENTUCKY CRYSTA 021443		20.80	20.80	4100-013020-5401-	- -
2/09/2026	12/18/2025	004494	KENTUCKY CRYSTA 021443		20.80	20.80	4100-021020-5401-	- -
2/09/2026	12/18/2025	004494	KENTUCKY CRYSTA 021443		20.80	20.80	4100-021010-5401-	- -
2/09/2026	12/18/2025	004494	KENTUCKY CRYSTA 021443		20.80	20.80	4100-021060-5401-	- -
2/09/2026	12/18/2025	004494	KENTUCKY CRYSTA 021443		20.80	20.80	4100-022010-5401-	- -
					208.00	208.00 *		
2/09/2026	1/12/2026	000359	KWIK KAFE 3510:782675		47.00	47.00	4100-012010-5401-	- -
					47.00	47.00 *		
2/09/2026	12/15/2025	002962	LAW ENFORCEMENT 226177		246.00	246.00	4100-035010-5401-	- -
2/09/2026	12/15/2025	002962	LAW ENFORCEMENT 226177		191.00	191.00	4100-031020-5409-	- -
					437.00	437.00 *		
2/09/2026	1/10/2026	004546	LEAF 19499872	10	191.00	191.00	4100-073010-3002-	- -
					191.00	191.00 *		
2/09/2026	9/16/2025	002172	LEBANON HIGH SC 295008		500.00	500.00	4100-081040-3008-	- -
					500.00	500.00 *		
2/09/2026	1/28/2026	004255	MAGGARD SALES & 179747		456.38	456.38	4100-042010-3140-	- -
					456.38	456.38 *		
2/09/2026	1/05/2026	005317	MITCHELL KILGOR 4421		7,740.00	7,740.00	4100-011010-3002-	- -
2/09/2026	2/03/2026	005317	MITCHELL KILGOR 4855		5,100.00	5,100.00	4100-011010-3002-	- -
					12,840.00	12,840.00 *		
2/09/2026	1/23/2026	003387	MOBILE COMMUNIC 352001198-1		185.00	185.00	4100-031020-7003-	- -
2/09/2026	1/10/2026	003387	MOBILE COMMUNIC 354006353-1		740.00	740.00	4100-031020-7003-	- -
2/09/2026	1/10/2026	003387	MOBILE COMMUNIC 354006354-1		925.00	925.00	4100-031020-7003-	- -
2/09/2026	1/12/2026	003387	MOBILE COMMUNIC 354006398-1		2,580.00	2,580.00	4100-031020-7003-	- -
2/09/2026	1/12/2026	003387	MOBILE COMMUNIC 354006410-1		1,290.00	1,290.00	4100-031020-7003-	- -
2/09/2026	1/16/2026	003387	MOBILE COMMUNIC 354006432-1		160.00	160.00	4100-031020-7003-	- -
2/09/2026	1/02/2026	003387	MOBILE COMMUNIC 80169358		1,952.80	1,952.80	4100-031020-7003-	- -
					7,832.80	7,832.80 *		
2/09/2026	1/07/2026	000430	MODERN CHEVROLE 36833RUS		374.99	374.99	4100-031020-5408-	- -
					374.99	374.99 *		
2/09/2026	2/28/2026	003474	MONK HARRY J NOV25-FEB26		1,385.67	1,385.67	4100-013010-1008-	- -
					1,385.67	1,385.67 *		
2/09/2026	10/24/2025	004271	MOTOROLA SOLUTI 82822257809		255.48	255.48	4100-031020-7003-	- -
2/09/2026	11/20/2025	004271	MOTOROLA SOLUTI 8282240438		1,207.30	1,207.30	4100-031020-7003-	- -
					1,462.78	1,462.78 *		

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2/09/2026	1/20/2026	005070 NEWBERRY PEST S	7904		500.00	500.00	4100-043020-3004-	-
					500.00	500.00 *		
2/09/2026	12/01/2025	003123 O'REILLY AUTO P	1943-206150		9.49	9.49	4100-031020-5408-	-
2/09/2026	12/10/2025	003123 O'REILLY AUTO P	1943-206900		8.01	8.01	4100-031020-5408-	-
2/09/2026	12/18/2025	003123 O'REILLY AUTO P	1943-207724		43.69	43.69	4100-031020-5408-	-
2/09/2026	1/20/2026	003123 O'REILLY AUTO P	1943-210714	1	223.99	223.99	4100-043020-5407-	-
					285.18	285.18 *		
2/09/2026	1/05/2026	001745 PENWORTHY	0613963-IN	10	597.13	597.13	4100-073010-5411-	-
					597.13	597.13 *		
2/09/2026	2/28/2026	003893 PUCKETT AVA	NOV25-FEB-26		346.50	346.50	4100-013010-1008-	-
					346.50	346.50 *		
2/09/2026	1/09/2026	004843 QUADIENT LEASIN	Q2179218		234.27	234.27	4100-031020-5201-	-
					234.27	234.27 *		
2/09/2026	2/02/2026	004571 R.E. MICHEL COM	317849530		116.20	116.20	4100-043020-5407-	-
					116.20	116.20 *		
2/09/2026	1/16/2026	004886 RICOH USA INC (	109773802		193.63	193.63	4100-031020-3005-	-
					193.63	193.63 *		
2/09/2026	1/02/2026	002812 RICOH USA, INC	5072712299		130.27	130.27	4100-012010-3005-	-
2/09/2026	2/01/2026	002812 RICOH USA, INC	5072712312		17.83	17.83	4100-035050-5401-	-
2/09/2026	2/01/2026	002812 RICOH USA, INC	5072712329		9.76	9.76	4100-031020-3005-	-
2/09/2026	2/01/2026	002812 RICOH USA, INC	5072712335		9.57	9.57	4100-021020-3005-	-
2/09/2026	2/01/2026	002812 RICOH USA, INC	5072712697		34.24	34.24	4100-022010-5415-	-
2/09/2026	2/01/2026	002812 RICOH USA, INC	5072712720		10.22	10.22	4100-032050-3005-	-
2/09/2026	2/01/2026	002812 RICOH USA, INC	5072712881		.56	.56	4100-021020-3005-	-
2/09/2026	2/01/2026	002812 RICOH USA, INC	5072712935		26.09	26.09	4100-031020-3005-	-
2/09/2026	2/01/2026	002812 RICOH USA, INC	5072713001		8.98	8.98	4100-012130-3005-	-
2/09/2026	2/01/2026	002812 RICOH USA, INC	5072713065		25.09	25.09	4100-034010-5401-	-
2/09/2026	2/01/2026	002812 RICOH USA, INC	5072713076		1.67	1.67	4100-031020-3005-	-
2/09/2026	2/01/2026	002812 RICOH USA, INC	5072713079		37.06	37.06	4100-031020-3005-	-
2/09/2026	2/01/2026	002812 RICOH USA, INC	5072713123		155.20	155.20	4100-012090-5401-	-
2/09/2026	2/01/2026	002812 RICOH USA, INC	5072713221		25.93	25.93	4100-021060-3005-	-
2/09/2026	2/01/2026	002812 RICOH USA, INC	5072713246		12.94	12.94	4100-032050-3005-	-
2/09/2026	2/01/2026	002812 RICOH USA, INC	5072713398		6.09	6.09	4100-031020-3005-	-
2/09/2026	2/01/2026	002812 RICOH USA, INC	5072713442		11.33	11.33	4100-034010-5401-	-
2/09/2026	2/01/2026	002812 RICOH USA, INC	5072713514		.98	.98	4100-021020-3005-	-
2/09/2026	2/01/2026	002812 RICOH USA, INC	5072713603		21.33	21.33	4100-021020-3005-	-
2/09/2026	2/01/2026	002812 RICOH USA, INC	507272944		41.17	41.17	4100-022010-5401-	-
					586.31	586.31 *		
2/09/2026	1/01/2026	004564 ROBINETTE CHERY	OCT-DEC 2025		2,500.00	2,500.00	4100-022010-5415-	-
					2,500.00	2,500.00 *		
2/09/2026	1/22/2026	000663 RUSSELL COUNTY	1029 DEC 2025	1	7,740.00	7,740.00	4100-095010-9130-	-
2/09/2026	1/22/2026	000663 RUSSELL COUNTY	1029 DEC25 WWTP	1	13,162.77	13,162.77	4100-082010-8025-	-
					20,902.77	20,902.77 *		
2/09/2026	2/28/2026	004017 SCOTT HERBERT W	NOV25-FEB26		346.50	346.50	4100-013010-1008-	-
					346.50	346.50 *		
2/09/2026	1/22/2026	003380 SHENTEL	01222026		193.43	193.43	4100-035050-5413-	-
					193.43	193.43 *		
2/09/2026	12/23/2025	001299 SIGN SHOP OF SO	1177		88.00	88.00	4100-043020-5407-	-
					88.00	88.00 *		
2/09/2026	1/21/2026	001700 SOUTHWEST VA VE	171004		18,439.94	18,439.94	4100-035010-5404-	-
					18,439.94	18,439.94 *		
2/09/2026	1/30/2026	003144 SUMMIT BUSINESS	2026036		78.75	78.75	4100-012300-7002-	-
					78.75	78.75 *		
2/09/2026	12/19/2025	003924 TACS	10910		5,125.20	5,125.20	4100-011010-3002-	-
2/09/2026	1/16/2026	003924 TACS	INV10976		4,182.00	4,182.00	4100-011010-3002-	-
					9,307.20	9,307.20 *		

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2/09/2026	1/01/2026	004792 TAV-PAC	CONTRIBUTION 26		250.00	250.00	4100-012130-5801-	-
					250.00	250.00 *		
2/09/2026	1/22/2026	000667 TAZEWELL COUNTY	JANUARY 2026		180.90	180.90	4100-095010-9130-	-
					180.90	180.90 *		
2/09/2026	1/15/2026	000384 THE LIBRARY COR	11004907	10	338.00	59,662.00-	4100-073010-5401-	-
			CASH DISCOUNT:		60,000.00			
					338.00	59,662.00-*		
					60,000.00	*		
2/09/2026	11/18/2025	001843 THE LIBRARY OF	TRM0100000242	10	316.61	316.61	4100-073010-3002-	-
					316.61	316.61 *		
2/09/2026	1/08/2026	002952 THOMAS BODY SHO	2026081		118.46	118.46	4100-031020-5408-	-
					118.46	118.46 *		
2/09/2026	12/04/2025	004678 ULTRA BRIGHT LI	W218408		337.98	337.98	4100-031020-5408-	-
					337.98	337.98 *		
2/09/2026	12/17/2025	003965 UNIFIRST CORPOR	1730225479		57.63	57.63	4100-031020-3005-	-
2/09/2026	12/24/2025	003965 UNIFIRST CORPOR	1730226884		9.94	9.94	4100-031020-3005-	-
2/09/2026	12/31/2025	003965 UNIFIRST CORPOR	1730227828		57.63	57.63	4100-031020-3005-	-
2/09/2026	1/07/2026	003965 UNIFIRST CORPOR	1730229119		9.94	9.94	4100-031020-3005-	-
2/09/2026	1/14/2026	003965 UNIFIRST CORPOR	1730230336		57.63	57.63	4100-031020-3005-	-
2/09/2026	1/21/2026	003965 UNIFIRST CORPOR	1730231556		46.72	46.72	4100-043020-3008-	-
2/09/2026	1/21/2026	003965 UNIFIRST CORPOR	1730231559		102.66	102.66	4100-043020-3008-	-
2/09/2026	1/21/2026	003965 UNIFIRST CORPOR	1730231560		9.94	9.94	4100-031020-3005-	-
2/09/2026	1/21/2026	003965 UNIFIRST CORPOR	1730231561		41.84	41.84	4100-043020-3008-	-
2/09/2026	1/28/2026	003965 UNIFIRST CORPOR	173022936		41.84	41.84	4100-043020-3008-	-
					435.77	435.77 *		
2/09/2026	12/30/2025	004405 WORLDWIDE EQUIP	136216		1,866.31	1,866.31	4100-031020-5408-	-
					1,866.31	1,866.31 *		
2/09/2026	1/21/2026	000219 XPRESS LUBE	JARRED BUSH		91.99	91.99	4100-031020-5408-	-
					91.99	91.99 *		
		TOTAL FOR DUE DATE	2/09/2026		259,920.74	199,920.74		
					60,000.00			
		TOTAL DUE FOR FUND-	4100		259,920.74	199,920.74		
					60,000.00			

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
2/09/2026	2/09/2026	004563 SOUTHWEST VA WO	JANUARY 2026		25,000.00	25,000.00	4213-011010-5418-	- -
					25,000.00	25,000.00 *		
		TOTAL FOR DUE DATE	2/09/2026		25,000.00	25,000.00		
		TOTAL DUE FOR FUND-	4213		25,000.00	25,000.00		



<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
2/09/2026	1/28/2026	005280 SUBURBAN PROPAN	1241-215387		908.34	908.34	4215-094010-5848-	- -
					908.34	908.34 *		
		TOTAL FOR DUE DATE 2/09/2026			908.34	908.34		
		TOTAL DUE FOR FUND- 4215			908.34	908.34		

<u>DUE DATE</u>	<u>INV DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
2/09/2026	1/23/2026	005070 NEWBERRY PEST S	8291		120.00	120.00	4839-083990-5407-	-
					120.00	120.00 *		
		TOTAL FOR DUE DATE	2/09/2026		120.00	120.00		
		TOTAL DUE FOR FUND-	4839		120.00	120.00		
		NON-DIRECT DEPOSIT			285,949.08	225,949.08		
		DIRECT DEPOSIT			.00	.00		
		E-Payable Total			.00	.00		
		FINAL DUE			285,949.08	225,949.08		
					60,000.00			



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Action Item: B-4  
Presenter: Chairperson

**Meeting: 2/9/26 6:00 PM**

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## **Board Appointments**

### **Cumberland Plateau Economic Development Board**

<b>Doug Hubbard</b>	<b>1 Year-Term</b>	<b>January 6, 2026</b>
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### **Finney Community Center Committee**

<b>David Compton</b>	<b>1 Year-Term</b>	<b>February 3, 2026</b>
<b>Edward Tiller</b>	<b>1 Year-Term</b>	<b>February 3, 2026</b>

## 2026 BOARD APPOINTMENTS

### CUMBERLAND PLATEAU ECONOMIC DEVELOPMENT

NAME	DISTRICT	TERM	TERM ENDING
Doug Hubbard	6	1 Year	January 6, 2026

### TOURISM ADVISORY COMMITTEE

NAME	DISTRICT	TERM	TERM ENDING
McGlothlin, Karen		4 Year	Resigned (Tabled from 12/08/2025)

### FINNEY COMMUNITY CENTER BOARD

NAME	DISTRICT	TERM	TERM ENDING
Compton, David		2 Years	February 3, 2026
Tiller, Edward		2 Years	February 3, 2026

## 2026 Board Appointments

Name	District	Term	Term Ending
<b>Cumberland Plateau Economic Development</b>			
Doug Hubbard	6	1 Year	January 6, 2026
<b>Finney Community Center Board</b>			
Compton, David		2 Years	February 3, 2026
Tiller, Edward	3	2 Years	February 3, 2026
<b>Industrial Development Authority</b>			
Elliott, Carlton	5	4 Years	June 7, 2026
<b>Russell County PSA</b>			
Ferguson, Harry	6	4 Years	June 24, 2026
Huff, Joe	5	4 Years	June 24, 2026
<b>Appalachian Agency for Senior Citizens</b>			
Meade, Alice	5	4 Years	June 30, 2026
Burton, Larry	6	4 Years	June 30, 2026
<b>Cumberland Plateau Regional Housing Authority</b>			
Lockridge, Judy	5	4 Years	June 30, 2026
<b>Department of Social Services</b>			
Gent, Cathy	1	4 Years	June 30, 2026
<b>Oak Grove Community Center</b>			
Johnson, Charlene	1	2 Years	October 5, 2026
Perry, John	1	2 Years	October 5, 2026
Perry, Tammy	1	2 Years	October 5, 2026
Osborne, Nancy	1	2 Years	October 5, 2026
Vencill, Jessica	1	2 Years	October 5, 2026
<b>Industrial Development Authority</b>			
Blankenship, Ron	3	4 Years	October 11, 2026
<b>Heart of Appalachia Tourism Development Authority</b>			
Gordon, Maddie	2	2 Years	December 31, 2026
Lyttle, Shiloh		2 Years	December 31, 2026
<b>Drill Community Center</b>			
Blankenship, Charlene	4	2 Years	December 31, 2026
Helton, Rachel	4	2 Years	December 31, 2026
Hess, Betty Sue	4	2 Years	December 31, 2026
Lester, Doug	4	2 Years	December 31, 2026
Tharp, Michelle	4	2 Years	December 31, 2026

# COMMITTEE & BOARD APPLICATIONS

## APPALACHIAN AGENCY FOR SENIOR CITIZENS

Chafin-Hobert Helen "Audra"

## APPALACHIAN JUVENILE COMMISSION

Meade, Alice D.

## COMMUNITY CENTER/S

Wright, Jarrod - Dante Community Center

Dye, Cynthia - Swords Creek Community Center

Hess, Tommy - Swords Creek Community Center

## COMMUNITY POLICY MANAGEMENT TEAM

Burke, Carrie

Chafin-Hobert, Helen "Audra"

Clay, Karen

Davis, Robbie K.

Meade, Alice D.

## CUMBERLAND MOUNTAIN COMMUNITY SERVICE BOARD

Bebber, John

Chafin-Hobert, Helen "Audra"

## CUMBERLAND PLATEAU ECONOMIC DEVELOPMENT COMMISSION

Bebber, John

Blankenship, Ron

Bryant, Mike

Harrison Jr., Raymond E.

## DEPARTMENT OF SOCIAL SERVICES

Bebber, John

Burke, Wanda

Chafin-Hobert, Helen "Audra"

McCoy, Georgia

## HEART OF APPALACHIA

Gordon, Mary "Maddie"

## INDUSTRIAL DEVELOPMENT AUTHORITY

Branson, Amy

Cheek, Dave

Glass, Jarred

Harris, Ty

Stoots, Gregory

Yates, Joshua

# COMMITTEE & BOARD APPLICATIONS

## RUSSELL COUNTY PLANNING COMMISSION

Addington, Phillip

McFadden Jr., Luther Ernest

Ray, Brian Keith

Stoots, Gregory B.

## RUSSELL COUNTY PSA

Addington, Philip

Cheek, David

Dishman, Shannon

Hess, Clifford

Porter, Cuba

## RUSSELL COUNTY PUBLIC LIBRARY

Fife, Kimberly

Harris, Tina

Monk, Ann Jackson

## RUSSELL COUNTY TOURISM ADVISORY COMMITTEE

Bebber, John

Blackson, Dustin

Bradshaw, Carri

Brown, Lee

Chumbley, Jennifer Carter

Halsey, Janice

Harris, Ty

McClanahan, Timothy

McGlothlin, Karen

Meade, Alice D

Vance, Michelle L

## SOUTHWEST COMMUNITY COLLEGE ADVISORY BOARD

Cassady, Matthew

Halsey, Janice

## SOUTHWEST VIRGINIA COMMUNITY CORRECTIONS

Stoots, Gregory

## SPEARHEAD TRAILS

Clevinger, Teddy



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Action Item  
Presenters - Attorney

**Meeting: 2/9/26 6:00 PM**

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## **County Attorney Reports**

- 1. Transfer County Property to RC IDA Project Powder.....C-1**
- 2. RC County-Wide Forensic Audit Requests for Proposals (RFP).....C-2**
- 3. Virginia Constitutional Overreach Nullification (VCON) & 2A Resolution.....C-3**
- 4. RC Election Districts & Precinct Boundaries Ordinance.....C-4**

### **Staff Recommendation:**

Board Discretion.

### **Suggested Motion:**

Motion Required.

### **ATTACHMENTS:**

- Various



Prepared by Tyler C. Starnes, VSB #100405  
Mitchell Kilgore, a Professional Corporation,  
P.O. Box 1210, Lebanon, VA 24266  
Tax Map No. 68R 3067C  
*The Existence of Title Insurance is Unknown to Preparer*

**THIS QUITCLAIM DEED**, made and entered into this the 22nd day of January, 2025, by and between the **BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA, a/k/a RUSSELL COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, Grantor; and the **INDUSTRIAL DEVELOPMENT AUTHORITY OF RUSSELL COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, Grantee, whose address is P.O. Box 2378, Lebanon, VA 24266:

**WITNESSETH:**

**THAT FOR** no monetary consideration, the Grantor does hereby quitclaim and convey unto the Grantee and its successors, all right, title and interest they may have in and to the following described real estate:

All those five (5) certain tracts, pieces or parcels of land, with the appurtenances thereto belonging, containing in a contiguous boundary 56.86 acres, situate, lying and being in the New Garden Magisterial District of Russell County, Virginia, on the head waters of Swords Creek, and being more particularly bounded and described as follows:

Being the same five (5) tracts, with the exceptions hereinafter mentioned, acquired by W. D. Whited and Ida E. Whited, husband and wife, from C. L. Jackson and Mary Jackson, husband and wife, as shown by Deed of record in the Clerk's Office of Russell County, Virginia, bearing date August 20, 1946, and recorded in Deed Book 114, page 32, and described as follows:

TRACT NO. 1: Being a tract of two acres conveyed by Prior Robinett and Jersey J. Robinett, his wife, to William Wilson by Deed dated the 14th day of May, 1891, and recorded in the Clerk's Office of Russell County, Virginia, in Deed Book No. 27, at page 212, to which Deed reference is hereby made for a more complete description of the property conveyed, said tract containing two (2) acres, be the same more or less.

**MITCHELL KILGORE**  
Mitchell Kilgore, a Professional Corporation  
Abingdon, Blacksburg, Gate City  
Lebanon and Marion

TRACT NO. 2: Being a tract of ten acres, be the same more or less, conveyed by Silas H. Robinett and Elizabeth Robinett, his wife, to William Wilson by Deed dated the 9th day of June, 1891, and recorded in the Clerk's Office of Russell County, Virginia, in Deed Book No. 27, page 211, to which Deed reference is hereby made for a more complete description of the property herein conveyed.

TRACT NO. 3: Being a tract containing 17 1/2 acres, conveyed by Silas H. Robinett and Elizabeth Robinett, his wife, to William Wilson by Deed dated the 3rd day of May, 1894, and recorded in Deed Book No. 29, page 163.

TRACT NO. 4: Being a tract containing 27 acres conveyed by H. C. Stuart and Margaret B. Stuart, his wife, to William Wilson by Deed dated July 16, 1896, and recorded in Deed Book No. 34, page 502.

TRACT NO. 5: Being a part of tract of 11.14 acres conveyed by H. C. Stuart and wife to William Wilson by Deed dated November 13, 1903, and recorded in Deed Book No. 40, at page 405, reference to which is here made for a more particular description of the land, which said tract of 11.14 acres is subject to a prior conveyance made by the parties of the first part to G. E. Stiltner and Ada Stiltner September 27, 1937, the description in which deed does not cover all the land sold to said Stiltners but only extended "to the State Highway and with the State Highway back to the beginning". The balance of this tract of 11.14 acres of land on the south, including the highway (and subject to the rights of the Commonwealth) and land south of the said highway which was not sold to the said G. E. Stiltner and wife, is conveyed by this Deed and now referred to as Tract No. 5.

There is EXCEPTED from this conveyance the following:

- (1) Two acres, more or less, conveyed by Ida E. Whited and W. D. Whited to Cora Franks October 8, 1951, as shown by Deed of record in Deed Book 136, at page 501, reference to which is hereby made for a more full and complete description of said exception, and which two acre tract is the same as that two acres referred to in the Deeds from W. D. Whited and wife to C. L. Jackson and wife, and the Deed from C. L. Jackson and wife to W. D. Whited and Ida E. Whited.
- (2) A twelve foot road way or easement right from Big Lick Creek to the public Highway as said road is now located, for the use of J. C. Pruitt, his heirs and assigns.
- (3) A graveyard sixty feet square around and grave of John Wilson and others, where now buried on said property.

**MITCHELL KILGORE**  
Mitchell Kilgore, a Professional Corporation  
Abingdon, Blacksburg, Gate City  
Lebanon and Marion

- (4) All reservations made in the above named deeds or other deeds by former owners conveying the above mentioned five tracts of land.

There is further granted and conveyed all right, title and interest of the Grantee in and to a lot on which the Big Lick School House was formerly located.

Said real property is commonly known and referred to as **8153 Swords Creek Road, Swords Creek, VA 24649.**

AND BEING the same property conveyed unto the Grantor by Quitclaim Deed of Gift dated September 7, 2017, of record in the Circuit Court Clerk's Office of Russell County, Virginia, in Deed Book 825, at page 457.

This conveyance is made subject to, and is likewise beneficiary of, all conditions, easements, restrictions and rights of way affecting said property, if any there be, to the extent they are binding upon the Grantor and the property herein conveyed.

***This Deed has been prepared without the benefit of a title examination. Preparer makes no representations as to the status of same.***

IN WITNESS WHEREOF, the Board of Supervisors of Russell County, Virginia, a/k/a Russell County, Virginia, pursuant to a Resolution duly adopted on \_\_\_\_\_, has caused David Eaton, Chairman of the Board of Supervisors, to affix his signature and seal hereto.

**THE BOARD OF SUPERVISORS OF  
RUSSELL COUNTY, VIRGINIA, a/k/a  
RUSSELL COUNTY, VIRGINIA, a  
Political Subdivision of the  
Commonwealth of Virginia**

By: \_\_\_\_\_(SEAL)  
David Eaton, Chairman

**MITCHELL KILGORE**  
Mitchell Kilgore, a Professional Corporation  
Abingdon, Blacksburg, Gate City  
Lebanon and Marion


**STATE OF VIRGINIA**  
**COUNTY OF RUSSELL, to-wit:**

I, a Notary Public in and for the County and State aforesaid, do hereby certify that **David Eaton, Chairman and duly authorized agent of the Board of Supervisors of Russell County, Virginia, a/k/a Russell County, Virginia., a political subdivision of the Commonwealth of Virginia**, who is personally known by me or whose identity was proven to me by photographic evidence, whose signature appears on the foregoing instrument on behalf of said entity, has personally acknowledged the same before me in my County and State aforesaid, this \_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**  
Registration No. \_\_\_\_\_

**Accepted as to Form:**

  
\_\_\_\_\_  
**TYLER C. STARNES**  
County Attorney for Russell County,  
Virginia



**UHY Advisors Mid-Atlantic, Inc.**  
 8601 Robert Fulton Drive  
 Suite 210  
 Columbia, MD 21046  
 (410) 720-5220  
[uhy-us.com](http://uhy-us.com)

VIA Email: lonzo.lester@russellcountyva.us

December 23, 2025

Mr. Lonzo Lester  
 County Administrator  
 Russell County, Virginia  
 137 Highland Drive, Suite A  
 Lebanon, VA 24266

Dear Mr. Lester:

Thank you for the opportunity to present UHY Advisors Mid-Atlantic, Inc.'s (UHY) qualifications to conduct forensic auditing services to Russell County, Virginia (the County). We believe that we possess the necessary skills, knowledge, and experience to deliver these services to the County in a cost-effective manner. Furthermore, we will provide the County with updated policies and procedures for its internal control over financial reporting, which will result from the forensic audit procedures performed.

At your request, we are pleased to provide you with the following cost estimate for our forensic auditing services. As you can see, we have segregated the costs for the procedures performed over the County, the Public Service Authority, the Industrial Development Authority, and the Russell County Public Schools.

<b>Entity</b>	<b>Hours</b>	<b>Cost</b>
Russell County Primary Government	500	\$120,033
Public Service Authority	50	\$6,150
Industrial Development Authority	50	\$6,150
Russell County Public Schools	400	<u>\$85,290</u>
<b>Total</b>		<b>\$217,623</b>

We sincerely appreciate the opportunity to present our qualifications and welcome any further questions you may have. Please feel free to contact me at 410-423-4832 or at [jreagan@uhy-us.com](mailto:jreagan@uhy-us.com).

Very truly yours,

  
 Jack Reagan  
 Managing Director



**UHY Advisors Mid-Atlantic, Inc.**  
8601 Robert Fulton Drive  
Suite 210  
Columbia, MD 21046  
(410) 720-5220  
[uhy-us.com](http://uhy-us.com)

## **MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (the “Agreement”) is made and entered into as of the xx day of January, 2026 (the “Effective Date”), by and between UHY ADVISORS MID-ATLANTIC, INC., a Maryland corporation (“UHY”), and Russell County, Virginia (“County”).

### **Statement of Purpose**

The parties desire to enter into this Agreement pursuant to which UHY will provide County with certain thought leadership or professional services.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration the parties hereby agree as follows:

1. **Engagement.**

a. County hereby agrees to hire UHY, and UHY hereby agrees to perform certain services for County, pursuant to the terms of this Agreement. For each project (a “Project”) that County desires UHY to perform services (the “Services”), a detailed description of the Services, as well as any terms and conditions relating thereto, shall be set forth in detail in a “Statement of Work” in the form of Appendix A attached hereto. Each such Appendix A shall be signed by the parties. The parties at any time may execute and deliver a new Statement of Work relating to Services to be performed by UHY for County for a new Project, and any such Statement of Work shall be governed by this Agreement except as set forth therein. Notwithstanding anything in this Agreement to the contrary, UHY shall not be under any obligation to perform Services under this Agreement (except for those set forth in the initial Statement of Work entered into by the parties), and UHY may refuse to perform Services or enter into a Statement of Work for any reason in its sole discretion. In the event any of the terms of this Agreement conflict with the terms set forth in a Statement of Work, the terms of the Statement of Work shall control.

b. UHY represents and warrants that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with then prevailing industry standards and practices.

c. UHY represents and warrants that it has all licenses and permits necessary to conduct its business and perform its obligations under this Agreement, and agrees to comply in all material respects with all applicable federal, state and local statutes, regulations, codes, ordinances and policies in performing its obligations under this Agreement.

2. **Term; Termination.**

a. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either party upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, either party may immediately terminate this Agreement upon written notice to the other party if the other party (i) has materially breached the terms of this Agreement beyond any



applicable cure period; or (ii) becomes insolvent or files for bankruptcy protection, or has a receiver appointed.

b. Upon termination of this Agreement for any reason, UHY shall be entitled to receive from County all compensation earned and all expense reimbursements owed as set forth in Section 3 below. County shall pay UHY the compensation and expense reimbursements owed as described above pursuant to the terms of this Agreement.

c. If either party terminates this Agreement prior to the completion of a Project, UHY shall complete the performance of Services pursuant to any open Statement of Work, even if such Services extend beyond the termination date, and County shall compensate UHY for the Services performed or to be performed pursuant to open Statement of Work and as provided for in this Agreement.

### 3. Compensation; Payment Terms; Expenses.

a. In consideration for the performance of the Services by UHY under this Agreement, County will pay UHY the fees and compensation reflected on each Statement of Work executed pursuant to this Agreement (the “Services Fee”), see Appendix B. As the Services Fee will vary depending on the scope of Services performed on each Project, each Statement of Work will detail the agreed upon Services Fee. UHY shall be responsible and liable for any and all related costs and expenses on a Project, except for such reimbursable expenses as may be mutually agreed upon by County and UHY in the Statement of Work. UHY shall be reimbursed for any pre-approved travel and expenses associated with the performance of Services at any location other than the principal office of UHY.

b. UHY will periodically provide County with an invoice supporting any request for fee payment or reimbursement of expenses. County shall pay all invoices received by it from UHY within thirty (30) days of County’s receipt of such invoices (the “Due Date”).

c. In the event County fails to pay UHY all amounts owed under any invoice by the Due Date, and such failure to pay continues for five (5) days after the Due Date, UHY may: (i) in its sole discretion, suspend its performance of the Services for County until it is paid in full all amounts then owed (including all interest payable hereunder); and (ii) charge interest on all overdue sums hereunder at the rate of interest of eighteen (18.0%) percent per annum from the date such payment is due until paid.

### 4. Independent Contractor Status; Use of Affiliated Entities.

a. UHY's relationship with County hereunder shall be that of an independent contractor and as such, UHY shall perform its obligations under this Agreement as an independent contractor and not as an agent or joint venture partner of County. UHY shall be solely responsible for and shall pay any and all income taxes, fees and assessments (and all interest or penalties thereon) of every kind and nature arising by reason of or in connection with UHY's performance under this Agreement.

b. UHY has a contractual arrangement with UHY LLP whereby UHY LLP provides UHY with professional and support personnel and performs all services in connection with UHY engagements for which licensure as a CPA firm is required. In addition, UHY may use employees from one or more affiliated entities to perform Services under this Agreement in order to efficiently and expeditiously perform the Services. County hereby acknowledges UHY and agrees to the use of UHY LLP professional and support personnel for any Projects for which licensure as a CPA firm is required, as well as UHY’s use of any employees from any of its affiliated entities on a Project as determined by UHY in its sole discretion. UHY LLP is an independent firm of certified public accountants which performs attest



services in an alternative practice structure with UHY and its affiliated companies; however, as used in this Agreement, all references to "affiliates" or "affiliated entities" of UHY or terms of similar import shall be deemed to be inclusive of UHY LLP.

c. UHY may use independent contractors from one or more affiliated entities to perform Services under this Agreement in order to efficiently and expeditiously perform the Services. County hereby acknowledges County and agrees to UHY's use of independent contractors from any of its affiliated entities on a Project as determined by UHY in its sole discretion.

d. On each Statement of Work, UHY shall designate a Project Manager who will be the main point of contact for County on each Project.

#### 5. Intellectual Property Rights.

a. The parties hereby agree that all writings, tapes, recordings, computer programs, designs, and other works in any tangible medium of expression, regardless of the form or medium, which have been or are prepared by UHY in connection with rendering the Services hereunder (collectively the "Work Product") shall belong solely and exclusively throughout the world by UHY. Upon receipt of all amounts owed by County to UHY with respect to the Project for which the Work Product was created, UHY shall assign, grant, and deliver to County solely, exclusively and irrevocably throughout the world all ownership rights in and to the Work Product. Notwithstanding the foregoing, County hereby agrees that UHY is entitled to keep and maintain one (1) copy of each of the various types of Work Product for its records after any assignment of the Work Product by UHY to County. In addition, notwithstanding the foregoing or anything in this Agreement to the contrary, County acknowledges County and agrees that it shall have no rights in or to any of the processes, products or intellectual property utilized by UHY in the performance of the Services, to the extent that such processes, products or intellectual property are outside of the Work Product.

b. County agrees that if it is satisfied with UHY's performance and delivery of Services it will serve as a reference for UHY if requested to do so by UHY. In addition, if County is satisfied with UHY's performance and delivery of Services, County agrees to grant UHY a limited license to use County's name and any marks of County on UHY's website and in any UHY marketing or promotional materials.

6. Changes to Services; Changes to Service Fee. From time to time, County may request change to the scope of Services being performed by UHY pursuant to an executed Statement of Work (a "Request for Changes"). County shall make a Request for Change by submitting a written request to County specifying the change or changes to Change warrants an increase to the Services Fee being paid to UHY for the Services, or changes to any other terms set forth in this Agreement or the applicable Statement of Work, then UHY shall inform County of the adjustment to the Services Fee (or any other change in terms) necessitated by the Request for Change. In no event shall a Request for Change result in a downward adjustment to the Services Fee being paid to UHY as set forth on the applicable Statement of Work. If County accepts UHY's quote for adjustment to its Services Fee, then the parties shall complete an Amended Statement of Work setting forth the new terms.

7. Obligations of County. In addition to all other obligations required of it under this Agreement, County shall (i) timely provide UHY with all information necessary for UHY to perform the Services; (ii) respond promptly to all requests by UHY for information required for UHY to be able to





perform the Services, as well as any issues that UHY encounters in its performance of the Services requiring consultation with County; and (iii) assign one (1) individual to be primarily dedicated to managing the provision of the Services on a Project and the relationship with UHY under this Agreement (the “County Project Coordinator”). County Project Coordinator for each Project shall be set forth on each Statement of Work. County Project Coordinator shall be generally available to UHY in order to communicate with UHY regarding any issues relating to a Project or Services, use reasonable efforts to participate in meetings or conference calls with UHY, and have the necessary authority to ensure that County is able to fulfill its obligations as described in (i) and (ii) above.

8. Restrictive Covenants.

a. UHY agrees (i) to hold in trust and confidence for County and to not disclose to any third party without prior written consent of County, the Confidential Information (as defined below) of County, whether it is tangible or intangible, (ii) not to use the Confidential Information for UHY’s personal benefit or for the benefit of any third party, and (iii) at the request of County, to return to County all Confidential Information which is tangible upon the termination of this Agreement. Notwithstanding the foregoing, County agrees and acknowledges County that UHY may disclose or use Confidential Information as UHY reasonably determines is necessary for its performance under this Agreement, including, but not limited to, disclosure to any representative of an affiliated entity involved in the performance of the Services. For purposes of this Agreement, the term “Confidential Information” shall mean all non-public information of County that is the subject of efforts by County that are reasonable under the circumstances to maintain its secrecy. The term Confidential Information shall specifically exclude data or information (aa) which has been voluntarily disclosed to the public by County; (bb) which has been independently developed and disclosed by others; or (cc) which has otherwise entered the public domain through lawful means. If UHY receives a subpoena or order from a court or agency of competent jurisdiction which would require the disclosure of Confidential Information, UHY will promptly notify County in writing of its receipt of the subpoena or order so that County has a reasonable opportunity to oppose or challenge such disclosure at County's sole expense. UHY will promptly cooperate with all reasonable requests of County in this regard at County's sole expense. UHY will not be deemed to have breached this Agreement to the extent disclosures are made by UHY pursuant to a subpoena or order from a court or agency of competent jurisdiction, or as otherwise may be required under applicable law.

b. Except as otherwise may set forth on a Statement of Work, for a period of two (2) years following the termination of this Agreement for any reason, County shall not, either directly or indirectly, on County’s own behalf or on behalf of any other person or entity, engage in active hiring efforts, solicit or induce any person who is an employee or independent contractor of UHY or any affiliated entity of UHY and who performs Services under this Agreement, to leave or cease his or her employment or independent contractor relationship with UHY or the affiliated entity, or hire or engage the services of such employee or independent contractor, to provide services of the type provide by the employee or independent contractor for or on behalf of UHY.

c. The parties acknowledge that the covenants contained in this Section 8 are of the essence of this Agreement and that without these covenants, the parties would not have entered into this Agreement; that each of such covenants is reasonable and necessary to protect and preserve the interests and properties of the applicable party; that a breach or threatened breach of any of the terms of this Section 8 by the other party would result in material and irreparable damage and injury to the non-breaching party; and that it would be difficult or impossible to establish the full monetary value of such damage. Therefore, the parties agree and consent that, in addition to all the remedies provided at law or in equity, the parties shall be entitled to a temporary restraining order and temporary and permanent injunctions to prevent a breach or contemplated breach of any of the covenants in this Section 8. The existence of any claim,



demand, action or cause of action of a party against the other party shall not constitute a defense to the enforcement by a party of any of the covenants in this Section 8.

d. If a UHY employee is hired as an employee of County, County agrees to compensate UHY by paying UHY an amount equal to thirty percent (30%) of the annual salary offered to the UHY employee for the first year of employment with County. County shall pay UHY any amounts owed under this Section 8(d) within thirty (30) days of the date the UHY employee is hired by County. The parties acknowledge that the amount owed under this Section 8(d) constitutes liquidated damages and not a penalty, the damages to UHY caused by such a hiring of its employee by County in violation of Section 8(b) above are difficult or impossible to estimate accurately, and such amount is a reasonable pre-estimate of the probable damages caused by such a breach or failure.

9. Limitation of Liability.

a. The liability of UHY and any entity and any entity affiliated with UHY and their respective officers, directors, members, managers, employees or agents for any direct damages in any way arising out of or relating to this agreement whether based on an action or claim in the contract, equity, negligence, tort or otherwise, will not exceed, in the aggregate, an amount equal to the services fee paid by the County to UHY for the services performed pursuant to this agreement giving rise to such claim (I.E., Such damages shall be limited to the total payment by the County for services performed by UHY on a specific project.

b. In no event shall UHY, any entity affiliated with UHY or other respective officers, directors, members, managers, employees, or agents be liable for any indirect, incidental, special, consequential, punitive or lost profit, damages arising out of or relating to this agreement or UHY's performance of the services or failure to perform services, even if given advance notice of the possibility of such damages.

10. Disclaimer of Warranties.

Except for the specific warranties granted by UHY in Section 1 of the agreement, UHY grants the County no other warranty, either express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose in connection with its performance of the services.

11. Indemnification. County shall indemnify and hold harmless UHY, entities affiliated with UHY and their respective, officers, directors, members, managers, employees and agents (each a "UHY Party" and collectively, the "UHY Parties") against any and all losses, damages, judgments, amounts paid in settlements and expenses (including attorneys' fees actually incurred) (collectively, "Losses") incurred by UHY or any UHY Party by reason of (i) any breach of any covenant, representation or warranty made by County in this Agreement or any Statement of Work, or (ii) County's gross negligence or willful misconduct relating to its performance under this Agreement.

12. Assignment. The rights and obligations of the parties under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of such parties. This Agreement may not be assigned by either party without the prior written consent of the other party.



13. Governing Law, Jurisdiction, and Venue. This Agreement has been entered into under and shall be governed by the laws of the Commonwealth of Virginia. The parties agree that the state and federal courts located in Russell County, Virginia, shall be the sole and exclusive jurisdiction and venue for all disputes between the parties under this Agreement. County hereby irrevocably consents to the jurisdiction and venue of the state located in Russell County Virginia and the federal courts located in Abingdon, Virginia, for adjudication of all disputes between the parties under this Agreement and/or otherwise related to the parties' relationship. County hereby waives any objections or defenses to jurisdiction or venue in any such proceeding before such court.

14. Notices. Any notices required, or sought to be provided, under the terms of this Agreement shall be deemed effective if delivered by U.S. certified mail return receipt requested, or overnight courier service with a receipt signed by the party to whom it is addressed, or by facsimile transmission provided a confirming receipt was created by sender's machine at time of transmission, and sent to the addresses or facsimile numbers on the last page, which addresses or numbers may be changed from time to time, in a writing by the party whose address or number has changed.

15. Mutual Construction. Both parties have had an opportunity to review this Agreement and request Change hereto, and this Agreement shall be construed as though the parties drafted it equally.

16. Execution in Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic transmission), each of which shall be deemed to constitute any original, but all of which together shall constitute one and the same documents.

17. Merger. This Agreement and all Statements of Work constitute the entire agreement of the parties in regard to the Services to be performed by UHY and supersede any prior agreement, whether written or oral, between the parties in regard to such engagement.

18. Modification and Waiver. This Agreement may not be amended or modified except in a written document signed by authorized representatives of the parties. Failure of UHY to insist, in one or more instances, on performance by County in strict accordance with the terms and conditions of the Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or of the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is contained in a writing signed by UHY.

19. Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 2(b), 2(c), 3(c), 5 and 8 through 21 shall survive any expiration or termination of this Agreement, and each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement.

20. Costs of Collection. In the event any sums due to UHY under this Agreement are collected by or through an attorney at law, County shall pay to UHY all costs of collection including attorney's fees actually incurred.

21. Time. Time is of the essence of this Agreement.



IN WITNESS WHEREOF, County and UHY have hereunto caused this Agreement to be executed by their respective duly authorized corporate officers as of the day and year first set forth above.

**UHY ADVISORS MID-ATLANTIC, INC.**

**RUSSELL COUNTY VIRGINIA**

**By:** \_\_\_\_\_  
**Name:** John E Reagan III  
**Title:** Managing Director

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

**Legal Notices**

**Legal Notices**

Harold Mohn  
8601 Robert Fulton Drive  
Suite 210  
**Address:** Columbia, MD 21046  
**Facsimile #:** 410-381-2524

**Address:** \_\_\_\_\_  
**Facsimile #:** \_\_\_\_\_

**Accounts Payable**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

## APPENDIX A

### Statement of Work

A. The audit shall include a comprehensive REVIEW OF ALL TYPES OF PAYMENTS including, but not limited to:

- Automatic Payments [Monthly and Yearly Subscription]
- All types of deposits
- All types of general ledger procedures
- Signature authorizations
- Miscellaneous documentation and other pertinent authorizations

B. The audit shall include a thorough review of internal controls including:

- Cash Collection and handling procedures
- Personal Checks (including Payroll)
- Credit cards including County issued purchasing and travel cards
- Online payments
- Other payment transactions and internal controls
- County issued Credit Cards

C. This audit shall include recommendations on revenue enhancement opportunities.

D. This audit shall review any contracts the County has with firms for the collection of delinquent taxes and/or third-party collectors and ensure that the County has received appropriate funds in accordance with the agreements(s). The audit shall review these contracts to ensure they were appropriately procured in accordance with County and State procurement guidelines.

E. The audit shall provide an explanation and detailed documentation for the depletion of the Fund balances. This examination includes evaluating compliance with applicable county, state, and federal laws.

F. The Contractor shall conduct investigations and research to assure countywide compliance with the Generally Accepted Accounting Principles (GAAP), as well as provide findings and recommendations, if any, to correct any identified accounting procedures or practices that are nonstandard or irregular. These findings and recommendations shall include the cause and consequence of any instance, if any, of criminal activity, illegal acts, and potentially fraudulent activity or civil liabilities.

This investigation may include requesting access to all current and previous employee email accounts the County agrees to provide access for investigative purposes. The auditing firm shall cooperate with any and all law enforcement agencies for pending and new investigations.

G. PSA Trash Disposal Revenues (2006-Present):

The forensic audit shall include a comprehensive review of all agreements between Russell County and the Russell County Public Service Authority (PSA) pertaining to the collection of commercial and business trash disposal funds, beginning with the first such agreement in 2006 and continuing through the present. The review shall:

- Identify and examine all related agreements and amendments.
- Trace and reconcile all funds, accounts, deposits, debits, transactions, and transfers relating to PSA-collected trash revenues.
- Determine if such revenues were placed in required reserve accounts and used exclusively for landfill, waste disposal, or other legally permitted purposes pursuant to Virginia Code §15.2-2159.



- Assess if any revenues were diverted, misapplied, or pledged as collateral for unrelated obligations or projects.
- Evaluate the extent to which the PSA's handling of such revenues complied with its agreements with Russell County and with applicable Virginia law.

H. Dante Volunteer Fire Department Closure & Property Communications:

The forensic audit shall review the suspension and closure of the Dante Volunteer Fire Department and audit all related communications among the County Administrator, Board members, developers, contractors, and the Dante Volunteer Fire Department. The forensic audit shall:

- Determine if the suspension and closure of the Dante Volunteer Fire Department were conducted properly and within the legal authority of the County and its officials.
- Verify that all applicable statutory, contractual, and policy requirements were followed.
- Evaluate whether the actions taken were consistent with state law and with the County's financial and contractual obligations.
- Assess the accuracy, completeness, and consistency of communications by the County Administrator and members of the Board of Supervisors regarding the Dante Volunteer Fire Department, with respect to applicable law, County policy, and standards of transparency.

During the conduct of the work, we will hold regular, recurring status meetings with County staff. We will also meet with the Board of Supervisors at least three times:

- to provide an overview of our project workplan,
- to provide an interim report
- to provide an overview of the final report.

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## APPENDIX B

### Fees

Our fees to perform the statement of work as outlined in Appendix A are as follows:

<b>Entity</b>	<b>Hours</b>	<b>Cost</b>
Russell County Primary Government	500	\$120,033
Public Service Authority	50	\$6,150
Industrial Development Authority	50	\$6,150
Russell County Public Schools	400	<u>\$85,290</u>
<b>Total</b>		<b>\$217,623</b>

Should additional procedures be required, and upon approval from the County and the Board of Supervisors, they will be provided at the following rates, which represent a greater than 25% discount from our standard billing rates:

Managing Director	\$370
Director	\$330
Senior Manager	\$300
Manager	\$250
Senior	\$180
Senior Staff	\$130
Staff	\$120

At a regular meeting of the Russell County Board of Supervisors held in the County Administration Building, Lebanon, Virginia, on the 7<sup>th</sup> day of March 2022, on a motion of Chris Christian and seconded by Rebecca Deye, which passed by a 7-0 vote, the following Ordinance was passed:

**ORDINANCE AMENDING THE ORDINANCE OF RUSSELL COUNTY- ELECTION  
DISTRICT AND PRECINCT BOUNDARIES**

**RUSSELL COUNTY, VIRGINIA**

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**CHAPTER 1.**

**ARTICLE 1.**

WHEREAS, Russell County is obligated to redistrict following the §24.2-304.1 of the Code of Virginia that requires local governments to use the most recent decennial population figures for such county, city, or town for the purposes of redistricting and reapportioning representation, the 2020 United States Decennial Census adjusted by the Virginia Division of Legislative Services; and

WHEREAS, Russell County has formulated a redistricting plan that would be in the best interests of the citizens of Russell County; and

WHEREAS, it is hereby ordained as follows:

**Section 24.2-100. Applicability of Title** – The provisions of this ordinance shall apply to all elections held in this County except as otherwise provided by general law.

**Section 24.2-101. Magisterial District Lines** – The Magisterial District Lines of Russell County as established by Order of the Circuit Court of Russell County, Virginia as set forth in Deed Book 204 Page 306 in E.W. Callenbach, et als. (petitioners) v County of Russell, Virginia (defendant) shall remain the same.

**Section 24.2-102. Representation of Governing Body.** – Representation on the governing body of Russell County shall be by election districts, from each of which



one (1) member of the Russell County Board of Supervisors shall be elected and one (1) at-large member elected from the entire county. The combined membership of the Russell County Board of Supervisors shall be seven (7).

## CHAPTER 2.

### ARTICLE 1.

#### *Establishment of Election Districts; Naming of Districts; Description of Election Districts*

**Section 24.2-200.** – Pursuant to the authority contained in the Code of Virginia (1950), as amended, section 15.2-1211 and 24.2-300 et. seq., the election districts of Russell County, Virginia, are hereby created and established as set forth in this ordinance.

**Section 24.2-201** – The named election districts with populations set forth are as follows:

- A. Election District No. 1 – 2020, population 4,282.
- B. Election District No. 2 – 2020, population 4,195.
- C. Election District No. 3 – 2020, population 4,321.
- D. Election District No. 4 – 2020, population 4,289.
- E. Election District No. 5 – 2020, population 4,400.
- F. Election District No. 6 – 2020, population 4,294.

### ARTICLE 2.

#### *Boundary Description of Election District No. 1-2020*

**Section 24.2-202** – The Boundary of Election District No. 1-2020.

BEGINNING at a point which is the southwestern corner of Russell County, a common corner to Russell, Scott and Washington Counties; thence in a northwesterly direction with the Russell – Scott County Line to its intersection with Virginia Secondary Route 610 (Sunny Point Rd.); thence in a easterly direction to its intersection with Virginia Secondary Route 609 (W. Bearwallow Rd.); thence in a northerly direction with Virginia Secondary Route 609 to its intersection with Virginia Secondary Route 685 (Vanderpool Dr.); thence in a northeasterly direction with the meanders of Virginia Secondary Route 685 to its intersection with Virginia Secondary Route 611 (Ervintown Rd.); thence in a northeasterly direction with the meanders of Virginia Secondary Route 611 to its intersection with American Electric Company's Clinch River – Hill 138 KV power line; thence running with said power line in a northeasterly direction to its intersection with U.S. Highway 58; thence in a northerly direction with U.S. Highway 58 to its intersection with Virginia Secondary Route 683 (Memorial Dr.); thence in a easterly direction with the meanders of Virginia Secondary Route 683 to its intersection with Virginia Secondary Route 669 (Seven Springs Rd); thence in a southeasterly direction with Virginia Secondary Route 669 to its intersection with American Electric Company's Clinch River – Hill 138 KV power line; thence in a northeasterly direction with said power line to its intersection with Virginia Secondary Route 667 (Century Farm Rd); thence in a southeasterly direction with the meanders of Virginia Secondary Route 667 to its intersection with the Castlewood – Lebanon Magisterial District Line as established by the above-referenced Order of the Circuit Court of Russell County; thence in an easterly direction with the meanders of the Castlewood – Lebanon Magisterial District Line to its intersection with American Electric Company's Clinch

River – Hill 138 KV power line; thence in a southeasterly direction with said power line to the top of Clinch Mountain; thence in a southwesterly direction with the Russell – Washington County Line to the BEGINNING.

### ARTICLE 3.

#### *Boundary Description of Election District No. 2-2020*

##### **Section 24.2-203 – The Boundary of Election District No. 2-2020.**

BEGINNING at a point where Virginia Secondary Route 610 (Sunny Point Rd.) intersects with the Russell – Scott County Line, the northwest corner of the South Castlewood Precinct; thence in a northwesterly direction with the Russell – Scott County Line to a common point in the Russell – Scott – Wise County Line; thence in a northeasterly direction with the meanders of the Russell – Wise County Line to a common corner of Russell – Dickenson – Wise Counties Line; thence in a northeasterly direction with the meanders of the Russell – Dickenson County Line to a point north of the intersection of Virginia Secondary Route 616 (Cheney Creek Rd.) and Virginia Secondary Route 657 (Hazel Mountain Rd.) in the Russell – Dickenson County Line; thence in a southeasterly direction to the intersection of Virginia Secondary Route 616 (Cheney Creek Rd.); thence in a southeasterly direction with the meanders of Virginia Secondary Route 616 to its intersection with Virginia Secondary Route 615 (Gravel Lick Rd.); thence in a westerly direction with Virginia Secondary Route 615 to its intersection with Virginia Secondary Route 700 (Eagles Nest Rd.); thence in a southerly direction with Virginia Secondary Route 700 to its intersection with Virginia Secondary Route 628 (Heralds Valley Rd.); thence in a westerly direction with Virginia Secondary Route 628

to its intersection with Virginia Secondary Route 614 (Carterton Rd.); thence in a southerly direction with Virginia Secondary Route 614 to its intersection with Virginia Secondary Route 640 (Middle Valley Rd.); thence in a northeasterly direction with Virginia Secondary Route 640 to its intersection with Virginia Secondary Route 645 (Jessees Mill Rd.); thence in a southerly direction with Virginia Secondary Route 645 to its intersection with Virginia Secondary Route 640 (Long Hollow Rd.); thence in a southeasterly direction with Virginia Secondary Route 640 to the intersection with the Castlewood – Lebanon Magisterial District Line as established by the above-referenced Order of the Circuit Court of Russell County, thence in a southwesterly direction with the meanders of the Castlewood – Lebanon Magisterial District Line to the intersection of Virginia Secondary Route 667 (Century Farm Rd.); thence in a northerly direction with the meanders of Virginia Secondary Route 667 to its intersection with American Electric Company's Clinch River - Hill 138 KV power line; thence running with said power line in a westerly direction to the intersection of Virginia Secondary Route 669 (Seven Springs Rd.); thence in a northwesterly direction to the intersection of Virginia Secondary Route 683 (Memorial Drive); thence in a northerly direction with the meanders of Virginia Secondary Route 683 to its intersection with U.S. Highway 58; thence in a southerly direction to its intersection with American Electric Company's Clinch River - Hill 138 KV power line; thence in a westerly direction with said power line to its intersection with Virginia Secondary Route 611 (Ervintown Rd); thence in a southwesterly direction with the meanders of Virginia Secondary Route 611 to its intersection with Virginia Secondary Route 685 (Vanderpool Dr.); thence in a westerly direction to intersection with Virginia Secondary Route 609 (W Bearwallow Rd); thence in a southerly direction

to its intersection with Virginia Secondary Route 610 (Sunny Point Rd.); thence in a westerly direction to its intersection with the Russell – Scott County Line to the point of BEGINNING.

#### **ARTICLE 4.**

##### *Boundary Description of Election District No. 3-2020.*

##### **Section 24.2-204 – The Boundary of Election District No. 3-2020.**

BEGINNING at a point which is a common corner of Russell – Dickenson – Buchanan Counties; thence running in a southwesterly direction with the Russell – Dickenson County Line to a point north of the intersection of Virginia Secondary Route 616 (Cheney Creek Rd.) and Virginia Secondary Route 657 (Hazel Mountain Rd.) in the Russell – Dickenson County Line; thence in a southeasterly direction to intersection of Virginia Secondary Route 616 (Cheney Creek Rd.); thence in a southeasterly direction with the meanders of Virginia Secondary Route 616 to its intersection with Virginia Secondary Route 615 (Gravel Lick Rd.); thence in a westerly direction with Virginia Secondary Route 615 to its intersection with Virginia Secondary Route 700 (Eagles Nest Rd.); thence in a southerly direction with Virginia Secondary Route 700 to the intersection with Virginia Secondary Route 628 (Heralds Valley Rd.); thence in a westerly direction with Virginia Secondary Route 628 to its intersection with Virginia Secondary Route 614 (Carterton Rd.); thence in a southerly direction with Virginia Secondary Route 614 to its intersection with Virginia Secondary Route 640 (Middle Valley Rd.); thence in a northeasterly direction with Virginia Secondary Route 640 to its intersection with Virginia Secondary Route 645 (Jessees Mill Rd.); thence in a southerly direction with Virginia Secondary Route 645 to its intersection with Virginia Secondary

Route 640 (Long Hollow Rd.); thence in a southeasterly direction with Virginia Secondary Route 640 to the intersection with the Castlewood – Lebanon Magisterial District Line; thence in a westerly direction to Virginia Secondary Route 640 to its intersection with abandoned Virginia Secondary Route 672; thence in a northwesterly direction in a straight line to a point southwest of the intersection of Virginia Secondary Route 882 (Lost Valley Rd), Virginia Secondary Route 640, and north of Gray Cemetery (as shown on the U.S. Geological Survey map “ Lebanon Quadrangle”); thence in an easterly direction in a straight line to the intersection with Virginia Highway 82 (Cleveland Rd.); thence in a southerly direction with the meanders of Virginia Highway 82 (Cleveland Rd.); to its intersection with Virginia Secondary Route 640 (River Mountain Rd); thence in a northwesterly direction with the meanders of Virginia Secondary Route 640 (River Mountain Rd.) to its intersection with American Electric Company’s Carbo – Elk Garden – Saltville No. 2 138 KV power line; thence in a southeasterly direction with said power line to its intersection with Big Cedar Creek; thence in a northerly direction approximately 900 feet following the meanders of Big Cedar Creek to a point; thence in an easterly direction to the crest of the Doubles and River Mountain (as shown on the U.S. Geological Survey map “ Elk Garden Quadrangle”); thence in an easterly direction, with the meanders of the crest of the Doubles and River Mountain to a point known as Big Rock (as shown on U.S. Geological Survey Map “Elk Garden Quadrangle”); thence in an easterly direction to its intersection with Virginia Highway 80 (Redbud Hwy.); thence in a southerly direction with Virginia Highway 80 to its intersection with American Electric Company’s Baker – Broadford 765 KV power line; thence in a southeasterly direction with said power line to

its intersection with Mill Branch (as shown on the U.S. Geological Survey Map "Elk Garden Quadrangle"); thence in a northeasterly direction in a straight line to the intersection with Virginia Secondary Route 640 (Clifton Farm Rd); thence in a northwesterly direction with Virginia Secondary Route 640 to its intersection with Virginia Secondary Route 630 (Kents Ridge Rd); thence in a northerly direction with Virginia Secondary Route 630 (Kents Ridge Rd) to its intersection with the Clinch River; thence in a westerly direction with the meanders of the Clinch River to its intersection with Lewis Creek; thence in a northerly direction with Lewis Creek to its intersection with the Town of Honaker Corporation limits; thence in a westerly direction with the Town of Honaker Corporation limits to its intersection with Virginia Secondary Route 646 (Tunnel Rd.); thence in a northeasterly direction with the Town of Honaker Corporation Limits to its intersection with Virginia Highway 80 (Redbud Hwy.); thence in a westerly direction with the meanders of Town of Honaker Corporation Limits to its intersection with Virginia Highway 67 (Swords Creek Rd); thence in a northeasterly direction with Virginia Highway 67 to its intersection with Virginia Secondary Route 637 (Wysor Valley Rd); thence in a northwest direction with Virginia Secondary Route 637 to its intersection with Virginia Secondary Route 780; thence in a northwesterly direction, a straight line, to a point on the crest of Stone Cove Ridge, elevation 2,796 ft. (as shown on U.S. Geological Survey Map "Honaker Quadrangle"), a common point in the New Garden, Drill and Swords Creek Precinct Lines; thence in a southwesterly direction a straight line, which touches the northern terminus of Virginia Secondary Route 715 (Stone Mountain Rd) to a point where it intersects with Virginia Secondary Route 624 (Drill Rd) and Laurel Branch; thence in a northwesterly direction with the meanders of Laurel

Branch to the headwaters of Laurel Branch near Jackson Cemetery (as shown on U.S. Geological Survey Map " Big A Mountain Quadrangle"); thence in a northerly direction to its intersection with the Russell – Buchanan County Line, a common corner of the New Garden - Drill Precincts; thence in a southwesterly direction to the point of BEGINNING.

## **ARTICLE 5.**

### *Boundary Description of Election District No 4-2020.*

#### **Section 24.2-205 – The Boundary of Election District No. 4-2020.**

BEGINNING at a point in the Buchanan – Russell County Line just north of Laurel Branch; thence leaving the Buchanan – Russell County Line and running in a southeasterly direction to the headwaters of Laurel Branch; thence in a southeasterly direction with the meanders of Laurels Branch to a point where it intersects with Virginia Secondary Route 624 (Drill Rd.); thence leaving Laurel Branch and running in a straight line in a northeasterly direction (which line touches the northern terminus of Virginia Secondary Route 715) to the headwaters of Stone Branch; thence in a southeasterly direction to the intersection of Virginia Secondary Route 780 (Call Valley Rd.) and Virginia Secondary Route 637; thence with Virginia Secondary Route 637 in a southeasterly direction to the intersection of Virginia Highway 67 (Swords Creek Rd.); thence in a southwesterly direction with the meanders of Virginia Highway 67 to its intersection with the Town of Honaker Corporation Limits; thence in a northwestern direction with the meanders of the Town of Honaker Corporation Limits to its intersection with Virginia Highway 80 (Redbud Hwy.); thence in a southwesterly direction with the meanders of the Town of Honaker Corporation Limits to its intersection with Virginia Secondary Route 646 (Tunnel Rd.); thence in a southeasterly



direction with the meanders of the Town of Honaker Corporation Limits to its intersection with Lewis Creek; thence in a southerly direction with the meanders of Lewis Creek to its intersection with the Clinch River; thence in an easterly direction with the meanders of the Clinch River to its intersection with Little River; thence in a easterly direction with the meanders of Little River to its intersection with the Russell – Tazewell County Line; thence in a northwesterly direction with the Russell – Tazewell County Line to its intersection with the corner of Russell – Tazewell – Buchanan County Line; thence in a southwestern direction with the Russell – Buchanan line to the point of BEGINNING.

#### **ARTICLE 6.**

##### *Boundary Description of Election District No. 5-2020.*

##### **Section 24.2-206 – The Boundary of Election District No. 5-2020.**

BEGINNING at a point where Virginia Secondary Route 657 (Green Valley Rd.) intersects with Virginia Secondary Route 1063 (Rolling Meadows Rd.); thence in a southerly direction with Virginia Secondary Route 1063 and beyond its termination in a straight line to the Russell – Washington County Line at the top of Clinch Mountain; thence with the meanders of the Russell – Washington County Line in a southwesterly direction to its intersection with American Electric Company's Clinch River – Saltville No. 2 line 138KV power line; thence in a northwesterly direction with said power line to its intersection with the Castlewood – Lebanon Magisterial District line, as established by the above-referenced Order of the Circuit Court of Russell County; thence in a northeasterly direction with the meanders of the Castlewood – Lebanon Magisterial District Line to its intersection with Virginia Secondary Route 640 (Long Hollow Rd.);

thence in a westerly direction to Virginia Secondary Route 640 to its intersection with abandoned Virginia Secondary Route 672; thence in a northwesternly direction in a straight line to a point southwest of the intersection of Virginia Secondary Route 882 (Lost Valley Rd), Virginia Secondary Route 640, and north of Gray Cemetery (as shown on the U.S. Geological Survey map " Lebanon Quadrangle"); thence in an easterly direction in a straight line to its intersection with Virginia Highway 82 (Cleveland Rd.); thence in a southerly direction with the meanders of Virginia Highway 82 (Cleveland Rd.) to its intersection with Virginia Secondary Route 640 (River Mountain Rd.); thence in a northwesternly direction with the meanders of Virginia Secondary Route 640 (River Mountain Rd.) to its intersection with American Electric Company's Clinch River – Saltville 138 KV power line; thence in a southeasterly direction with said power line to its intersection with Big Cedar Creek; thence in a southerly direction with the meanders of Big Cedar Creek to its intersection with East Main St.; thence westerly direction to its intersection with Virginia Secondary Route 658 (Big Cedar Creek Rd); thence in a southerly direction with Virginia Secondary Route 658 to its intersection with Elliott Dr; thence in a westerly direction with the meanders of Elliott Dr. to its intersection with Regional Park Rd.; thence in a northerly direction to its intersection with U.S. Highway 19; thence in a westerly direction with U.S. Highway 19 to a point at the start of the Lebanon Second Southbound Exit; thence in a straight line to the intersection of Ketron Ave. and Career Tech Dr.; thence following the meanders of Career Tech Dr. to the intersection of Pittston Rd.; thence in a southerly direction to its intersection with Regional Park Rd.; thence in southeasterly direction, in a straight line, to the Town of Lebanon Corporation Limits; thence in a westerly direction with the Town of Lebanon

Corporation Limits to its intersection with Virginia Secondary Route 654 (Pittston Rd.); thence in a southerly direction, leaving the Town of Lebanon Corporation Limits, to its intersection with Virginia Secondary Route 664, (Stone Bruise Rd.); thence in a westerly direction with the meanders of Virginia Secondary Route 659 to its intersection with Virginia Secondary Route 660 (Coal Tipple Hollow); thence in a southerly direction with Virginia Secondary Route 660 to its intersection with Virginia Secondary Route 657 (Green Valley Rd.); thence in a northeasterly direction with Virginia Secondary Route 657 to its intersection with Virginia Secondary Route 1063 the point of BEGINNING.

## ARTICLE 7.

### *Boundary Description of Election District No. 6-2020.*

#### **Section 24.2-207 – The Boundary of Election District No. 6-2020.**

BEGINNING at a point where the Little River intersects with the Russell – Tazewell County Line; thence in a southwesterly direction with the meanders of the Little River, the Lebanon – New Garden Magisterial District Line, as referenced in the above-mentioned Order of the Circuit Court of Russell County, to its intersection with Virginia Secondary Route 636 (Kents Ridge Rd.); thence with the meanders of Virginia Secondary Route 636 in a southerly direction to its intersection with Virginia Secondary Route 640 (Clifton Farm Rd.); thence in a southwest direction in a straight line to a point where American Power Company's Baker – Broadford 765 KV power line intersects with Mill Branch (as shown on the U.S. Geological Survey Map "Elk Garden Quadrangle"); thence in a northwesterly direction to its intersection with Virginia Highway 80 (Redbud Hwy.); thence in a southerly direction with the meanders of Virginia Highway 80 to the crest of The Doubles and River Mountain (as shown on the

U.S. Geological Survey Map "Elk Garden Quadrangle"); thence in a westerly direction, with the meanders of the top of The Doubles and River Mountain to a point known as Big Rock (as shown on U.S. Geological Survey Map "Elk Garden Quadrangle"); thence in a westerly direction, with the meanders of the top of The Doubles and River Mountain to a point in Big Cedar Creek, a common corner of East Lebanon – West Lebanon – Daughterty precincts; thence in a southerly direction with the meanders of Big Cedar Creek to its intersection with East Main St; thence in a westerly direction to its intersection with Virginia Secondary Route 658 (Big Cedar Creek Rd); thence in a southerly direction with Virginia Secondary Route 658 (Big Cedar Creek Rd) to its intersection with Elliott Dr.; thence in a westerly direction with the meanders of Elliott Dr. to its intersection with Regional Park Rd.; thence in a northerly direction to its intersection with U.S. Highway 19; thence in a westerly direction with U.S. Highway 19 to a point at the start of the Lebanon Second Exit - Southbound; thence in a straight line to the intersection of Ketron Ave. and Career Tech Dr.; thence following the meanders of Career Tech Dr. to the intersection of Pittston Rd.; thence in an southerly direction to its intersection with Regional Park Rd.; thence in a southeasterly direction in a straight line, to the Town of Lebanon Corporation Limits; thence in a westerly direction with the Town of Lebanon Corporation Limits to its intersection with Virginia Secondary Route 654 (Pittston Rd.); thence in a southerly direction, leaving the Town of Lebanon Corporation Limits, to its intersection with Virginia Secondary Route 664, (Stone Bruise Rd.); thence in a westerly direction with the meanders of Virginia Secondary Route 659 to its intersection with Virginia Secondary Route 660 (Coal Tipple Hollow); thence in a southerly direction with Virginia Secondary Route 660 to its intersection with Virginia

Secondary Route 657 (Green Valley Road); thence in a northeasterly direction with Virginia Secondary Route 657 to its intersection with Virginia Secondary Route 1063 (Rolling Meadows Rd.); thence in a southerly direction with Virginia Secondary Route 1063 and beyond its termination in a straight line to the Russell – Washington County Line on top of Clinch Mountain; thence with the Russell – Washington County Line in a northeasterly direction to a corner of Russell - Washington – Smyth Counties; thence in a northeasterly direction with the Russell – Smyth County Line to a corner of Russell – Smyth – Tazewell Counties; thence in a northwesterly direction with the Russell – Tazewell County Line to the point of BEGINNING.

### CHAPTER 3.

#### ARTICLE 1.

*Naming of Voter Precincts; Designation of Precinct Polling Places and  
Geographical Boundary Descriptions of Precincts*

**Section 24.2-300.** The named precinct for each election district and the designated polling place for each precinct shall be as follows:

**A. Election District No. 1-2020:**

1. Moccasin Precinct, No. 101-2020 whose polling place shall be 10244 Moccasin Valley Road at the Oak Grove Community Center.
2. Copper Creek, No. 102-2020 whose polling place shall be 23894 U.S. Highway 58 at the Copper Creek Elementary School.
3. South Castlewood, No. 103-2020 whose polling place shall be 304 Blue Devil Circle at the Castlewood High School. The actual polling place shall not be in the

same room or adjacent to the room used by voting by the registered voters of the North Castlewood, No. 201-2020 precinct.

**B. Election District No. 2-2020.**

1. North Castlewood, No. 201-2020 whose polling place shall be at 304 Blue Devil Circle the Castlewood High School. The actual polling place shall not be in the same room or adjacent to the room used for voting by the registered voters of South Castlewood, No. 103-2020 precinct.
2. Dante, No. 202-2020 whose polling place shall be at the 142 Lower Bearwallow Road at the Dante Community Center.

**C. Election District No. 3-2020.**

1. Cooks Mill, No. 301-2020 whose polling place shall be at 1374 Finney Road at the Finney Community Center.
2. Daugherty, No. 302-2020 whose polling place shall be at 327 River Mountain Road at the Glade Hollow Ball Park.
3. New Garden, No. 303-2020 whose polling place shall be at 50 Honaker Elementary Road at the Honaker Elementary School.
4. Cleveland, No. 304-2020 whose polling place shall be at 6 Minor Street at the Cleveland Community Center.

**D. Election District 4-2020.**

1. Drill, No. 401-2020 whose polling place shall be at 6746 Drill Road at the Drill Community Center.
2. Swords Creek, No. 402-2020 whose polling place shall be at 3867 Swords Creek Road at the Swords Creek Elementary School.

3. Honaker, No. 403-2020 whose polling place shall be 1795 Thompson Creek Rd. at the Honaker High School.

**E. Election District 5-2020.**

1. West Lebanon, No. 501-2020 whose polling place shall be at 56 George Ben Whited Drive at the Lebanon Middle School.

**F. Election District 6-2020**

1. East Lebanon, No. 601-2020 whose polling place shall be at 304 Career Tech Road at the Russell County Career and Technologies Center.
2. Elk Garden, No. 602-2020 whose polling place shall be at 22294 U.S. Highway 19 at the Belfast-Rosedale Volunteer Fire Department Auxiliary Building.

**ARTICLE 2.**

*Boundary Description Voter Precincts in Election District 1-2020.*

**Section 24.2-301** – The geographical boundary of the Moccasin Precinct, No. 101-2020 is as follows:

BEGINNING at a point which is the southwestern corner of Russell County, a common corner to Russell, Scott and Washington Counties; thence in a northwesterly direction with the boundary of Russell and Scott County to the crest of Moccasin Ridge; thence following the meanders of the crest of Moccasin Ridge to its intersection with Virginia Secondary Route 614 (Cross Roads) and Sinking Creek; thence following the meanders of Sinking Creek to its intersection with American Electric Company's Clinch River – Saltville No. 2 line 138KV; thence in a straight line, a southeasterly direction to the Russell – Washington County Line on top of Clinch Mountain; thence in a

southwesterly direction with the meanders of the Russell – Washington County Line to the point of BEGINNING.

**Section 24.2-302** – The geographical boundary of the Copper Creek Precinct, No. 102-2020 is as follows:

BEGINNING at a point in the crest of Moccasin Ridge on the Russell – Scott County Line, the northwest corner of the Moccasin Creek Precinct; thence following the meanders of the crest of Moccasin Ridge to its intersection with Virginia Secondary Route 614 (Cross Roads) and Sinking Creek; thence following the meanders of Sinking Creek to its intersection with American Electric Company's Clinch River – Saltville No. 2 line, 138KV; thence running with said power line in a northwesterly direction to its intersection with the Castlewood – Lebanon Magisterial District Line as established by the above-referenced Order of the Circuit Court of Russell County; thence with the Castlewood – Lebanon Magisterial District Line in a southwesterly line to its intersection with U.S. Highway 58; thence with U.S. Highway 58 in a southeastern direction to its intersection with Virginia Secondary Route 609 (High Point Rd.); thence in a westerly direction with the meanders of Virginia Secondary Route 609 to its intersection with Virginia Secondary Route 611(Grassy Creek Rd.); thence in a southwesterly direction with Virginia Secondary Route 611 to its intersection with Virginia Highway 71 (South 71); thence in a southwesterly direction with the meanders of Virginia Highway 71 to its intersection with the Russell – Scott County Line; thence in a southeasterly direction with the Russell – Scott County Line to the point of BEGINNING.

**Section 24.2-303.** – The geographical boundary of the South Castlewood Precinct, No. 103-2020 is as follows:



BEGINNING at a point in the Russell – Scott County Line and the intersection of Virginia Secondary Route 610 (Sunny Point Rd); the southwest corner of the North Castlewood Precinct; thence in a southeasterly direction with the Russell – Scott County Line to the intersection of Virginia Highway 71 (South 71); thence in an easterly direction to its intersection with Virginia Secondary Route 611 (Grassy Creek Rd.); thence in a northeasterly direction to its intersection with Virginia Secondary Route 609 (High Point Rd.); thence in an easterly direction with the meanders of Virginia Secondary Route 609 to its intersection with U.S. Highway 58; thence in a northerly direction with U.S. Highway 58 to its intersection with the Castlewood – Lebanon Magisterial District Line as established by the above-referenced Order of the Circuit Court of Russell County; thence in a westerly direction with the Castlewood – Lebanon Magisterial District Line to its intersection with Virginia Secondary Route 667 (Century Farm Road); thence in a northerly direction with the meanders of Virginia Secondary Route 667 to its intersection with American Electric Company's Clinch River -- Hill 138 KV power line; thence running with said power line in a westerly direction to it intersects with Virginia Secondary Route 669 (Seven Springs Rd.); thence in a northwesterly direction to the intersection of Virginia Secondary Route 683 (Memorial Drive); thence in a northwesterly direction with the meanders of Virginia Secondary Route 683 to its intersection with U.S. Highway 58; thence in a southerly direction to its intersection with American Electric Company's Clinch River -- Hill 138 KV power line; thence running with said power line in a westerly direction to it intersects with Virginia Secondary Route 611 (Ervintown Rd); thence in a southwesterly direction with the meanders of Virginia Secondary Route 611 to its intersection with Virginia Secondary Route 685 (Vanderpool

Dr); thence in a westerly direction to intersection with Virginia Secondary Route 609 (W. Bearwallow Rd); thence in a southerly direction to its intersection with Virginia Secondary Route 610 (Sunny Point Rd); thence in a westerly direction to its intersection with the Russell – Scott County Line to the point of BEGINNING.

### ARTICLE 3.

#### *Boundary Description Voter Precincts in Election District 2-2020.*

**Section 24.2-304.** – The geographical boundary of the **North Castlewood Precinct, No. 201-2020** is as follows:

BEGINNING at a point where Virginia Secondary Route 610 (Sunny Point Rd) intersects with Russell – Scott County Line, the northwest corner of the South Castlewood Precinct; thence in a northwesterly direction with the Russell – Scott County Line to a common point in the Russell – Scott – Wise County Line; thence in a northeasterly direction with the Russell – Wise County Line to the intersection of Virginia Highway 63 (Dante Rd.); thence in an easterly direction with the meanders of Virginia Highway 63 to its intersection with Virginia Secondary Route 870 (Spout Springs Rd.); thence in a southeasterly direction on Virginia Secondary Route 870 to its intersection with Virginia Secondary Route 615 (Gravel Lick Rd.); thence in an easterly direction to its intersection with Virginia Secondary Route 700 (Eagle Nest Rd.); thence in a southerly direction with Virginia Secondary Route 700 to the intersection with Virginia Secondary Route 628 (Heralds Valley Rd.); thence in a westerly direction with Virginia Secondary Route 628 to its intersection with Virginia Secondary Route 614 (Carterton Rd.); thence in a southerly direction with Virginia Secondary Route 614 to its

intersection with Virginia Secondary Route 640 (Middle Valley Rd.); thence in a northeasterly direction with Virginia Secondary Route 640 to its intersection with Virginia Secondary Route 645 (Jessees Mill Rd.); thence in a southerly direction with Virginia Secondary Route 645 to its intersection with Virginia Secondary Route 640 (Long Hollow Rd.); thence in a southeasterly direction with Virginia Secondary Route 640 to the intersection with the Castlewood – Lebanon Magisterial District Line to the Intersection of Virginia Secondary Route 667 (Century Farm Rd.); thence in a northerly direction with the meanders of Virginia Secondary Route 667 to its intersection with American Electric company's Clinch River -- Hill 138 KV power line; thence running with said power line in a westerly direction to the intersection of Virginia Secondary Route 669 (Seven Springs Rd.); thence in a Northwesterly direction to the intersection of Virginia Secondary Route 683 (Memorial Drive); thence in a northerly direction with the meanders of Virginia Secondary Route 683 to its intersection with U.S. Highway 58; thence in a southerly direction to its intersection with American Electric Company's Clinch River – Hill 138 KV power line; thence in a westerly direction with said power line to its intersection with Virginia Secondary Route 611 (Ervintown Rd); thence in a southwesterly direction with the meanders of Virginia Secondary Route 611 to its intersection with Virginia Secondary Route 685 (Vanderpool Dr); thence in a westerly direction to intersection with Virginia Secondary Route 609 (W Bearwallow Rd); thence in a southerly direction to its intersection with Virginia Secondary Route 610 (Sunny Point Rd); thence in a westerly direction to it intersects with the Russell – Scott County Line to the point of BEGINNING.

**24.2-305.** – The geographical boundary of the Dante Precinct, No. 202-2020 is as follows:

BEGINNING at a point at a point in the Russell – Wise County Line and Virginia Highway 64 intersection (Dante Rd.), thence in an easterly direction with Virginia Highway 63 (Dante Rd.) to its intersection with Virginia Secondary Route Route 870 (Spout Springs Rd.); thence in a southeasterly direction on Virginia Secondary Route 870 to its intersection with Virginia Secondary Route 615 (Gravel Lick Rd.); thence in an easterly direction to its intersection with Virginia Secondary Route 616 (Cheney Creek Rd.); thence in a northwestern direction with Virginia Secondary Route 616 to a point in the Russell – Dickenson County Line; thence in a westerly direction with the Russell – Dickenson County Line to a point, a common corner of Russell – Dickenson – Wise County Line; thence in a southeasterly direction with the Russell – Wise County Line to the point of BEGINNING.

#### **Article 4.**

##### *Boundary Description Voter Precincts in Election District 3-2020.*

**Section 24.2-306.** – The geographical boundary of the Cooks Mill Precinct, No. 301-2020 is as follows:

BEGINNING at a point a corner to Russell – Dickenson – Buchanan County Line and the Castlewood – new Garden magisterial District Line, as established by the above referenced Order of the Circuit Court of Russell County; thence in a southeastern direction with the Castlewood – New Garden Magisterial District Line to a point near Nash’s Ford which is common point in the Castlewood – New Garden – Lebanon Magisterial District Lines; thence following the meanders of the New Garden – Lebanon

magisterial District Line (being Clinch River) to an unnamed branch approximately 4,000 feet from the intersection of Puckett's Branch and Clinch River; thence in a northerly direction with the meanders of said unnamed branch to the terminus of Virginia Secondary Route Route 692 (Belcher Rd); thence in a northerly direction with Virginia Secondary Route Route 692 to its intersection with Virginia Secondary Route 645 (New Garden Rd) and the headwaters of Stillhouse Branch; thence in a northwesterly direction with the meanders of Stillhouse Branch to its intersection with Thompson Creek and Sykes Branch; thence in a northerly direction with the meanders of Sykes Branch (left-hand fork) to the headwaters thereof; thence in a straight line in a northerly direction to Bradley Gap, a point in the Russell – Buchanan County Line; thence in a westerly direction with the Russell – Buchanan County Line to the point of BEGINNING.

**Section 24.2-307.** – The geographical boundary of the Daugherty Precinct, No. 302-2020 is as follows

BEGINNING at a point which is a common corner of the Castlewood – New Garden – Lebanon Magisterial District Line, as established in the above-referenced Order of the Circuit Court of Russell County; thence in a southwesterly direction with the Castlewood – Lebanon Magisterial District line to its intersection with Virginia Highway 640 (Long Hollow Rd); thence in a westerly direction to Virginia Secondary Route 640 to its intersection of abandoned 672; thence in a northwesterly direction in a straight line to a point southwesterly of the intersection of Virginia Secondary Route 882 (Lost Valley Rd), Virginia Secondary Route 640, and north of Gray Cemetery (as shown on the U.S. Geological Survey map “ Lebanon Quadrangle”); thence in a easterly direction in a straight line to its intersection with Virginia Highway 82 (Cleveland Rd); thence in a

southerly direction with the meanders of Virginia Highway 82 (Cleveland Rd) to its intersection with Virginia Secondary Route 640 (River Mountain Rd); thence in a northwesterly direction with the meanders of Virginia Secondary Route 640 to its intersects with American Electric Company's power 138 KV power line; thence in a southeasterly direction with said power line to its intersects with Big Cedar Creek; thence in a northerly direction approximately 900 feet following the meanders of Big Cedar Creek to a point; thence in a easterly direction to the crest of the Doubles and River Mountain (as shown on the US Geological Survey map "Elk Garden quadrangle"); thence in a easterly direction, with the meanders of the crest of The Doubles and River Mountain to the headwaters of Puckett's Branch, the southwest corner to New Garden Precinct; thence in a northwesterly direction with the meanders of Puckett's Branch to a point in the New Garden – Lebanon Magisterial District Line, as established by the above-referenced order of the Circuit Court of Russell County; thence in a northwesterly direction with the New Garden – Lebanon Magisterial Line (the meanders of the Clinch River) to the point of BEGINNING.

**Section 24.2-308.** – The geographical boundary of the New Garden Precinct, No. 303-2020 is as follows:

BEGINNING at a point, the northeastern corner of Cooks Mill Precinct, in the Russell – Buchanan county Line at Bradley Gap (as shown on U.S. Geological Survey Map "Big A Mountain Quadrangle"); thence in a northeasterly direction with the meanders of the Russell - Buchanan County Line to a point north of Laurel Branch, near Jackson Cemetery (as shown on U.S. Geological Survey Map "Big A Mountain Quadrangle"); thence in a southeasterly direction with the meanders of Laurel Branch to

a point where it intersects with Virginia Secondary Route 624 (Drill Rd); thence leaving Laurel Branch in a northeasterly direction, a straight line, which touches the northern terminus of Virginia Secondary Route 715 (Stone Branch Rd) to a point on the crest of Stone cove Ridge, elevation 2,796 ft. (as shown on U.S. Geological Survey map "Honaker Quadrangle"); thence in a southeasterly direction, a straight line, to the intersection of Virginia Secondary Route 637 (Wysor Valley Rd) and Virginia Secondary Route 780 (Call Valley Rd), north of Gardner; thence in a southeasterly direction with Virginia Secondary Route 637 to its intersection with Virginia Highway 67(Swords Creek Rd); thence in a northeasterly direction with the meanders of Virginia Highway 67 to its intersection with Virginia Town of Honaker Corporation Limits; thence in a northwestern direction with the meanders of Town of Honaker Corporation Limits to its intersection with Virginia Highway 80 (Redbud Hwy); thence in a southwestern direction with the meanders of Town of Honaker Corporation Limits to its intersection with Virginia Secondary Route 646 (Tunnel Rd); thence in a southeastern direction with the meanders of the Town of Honaker Corporation Limits to its intersection with Lewis Creek; thence in a southerly direction to its intersects with the Clinch River; thence in a easterly direction with the meander of the Clinch River to its intersection with Virginia Secondary Route 640 (Clifton Farm Rd); thence in a southwesterly direction, a straight line, to it intersects with American Electric Power Company's Barker – Broadford 765 KV power line; thence in a southwesterly direction with said power line to its intersection with Virginia Highway 80 (Redbud Hwy); thence in a southerly direction with the meanders of Virginia Highway 80 to the crest of The Doubles and River Mountain (as shown on the U.S. Geological Survey Map "Elk Garden Quadrangle"); thence in a

westerly direction, with the meanders of the crest of The Doubles and River Mountain to the headwaters of Puckett's Branch, the southeast corner to Daugherty Precinct; thence in a northwesterly direction with the meanders of Puckett's Branch to a point in the New Garden – Lebanon Magisterial District Line, as established by the above-referenced order of the Circuit Court of Russell County; thence in a northerly direction with the New Garden – Lebanon Magisterial Line (the meanders of the Clinch River) a distance of approximately 4,000 feet to a named branch a common corner of Cooks Mill and Daugherty Precincts; thence with a common line of Honaker and Cooks Mill Precincts in a northerly direction with the meanders of said unnamed branch to the terminus of Virginia Secondary Route 692 (Belcher Rd); thence in a northerly direction with Virginia Secondary Route 692 to its intersection with Virginia Secondary Route 645 (New Garden Rd) and the headwaters of Stillhouse Branch; thence in a northwesterly direction with the meanders of Stillhouse Branch to its intersection with Thompson Creek and Sykes Branch; thence in a northerly direction with the meanders of Sykes branch (left-hand fork) to the headwaters thereof; thence in a straight line in a northerly direction to the point of BEGINNING.

**Section 24.2-309.** – The geographical boundary of the Cleveland Precinct, No. 304-2020 is as follows:

BEGINNING at a point the intersection of Virginia Secondary Route 616 in the Russell – Dickenson County Line; thence in a northeasterly direction with the Russell - Dickenson County Line to a point where the Castlewood – New Garden Magisterial District, as established in the above-referenced Order of the Circuit Court of Russell County; thence in a southeasterly direction with the Castlewood – New Garden



Magisterial District line to a point near Nash's Ford which is a common corner to the Castlewood – New Garden – Lebanon Magisterial District line to a point near Nash's Ford which is a common corner to the Castlewood – New Garden – Lebanon Magisterial District Line, as established in the above-referenced order of the Circuit Court of Russell County; thence in a southwesterly direction with the Castlewood – Lebanon magisterial District Line to its intersection with Virginia Highway 640 (Long Hollow Rd); thence in a westerly direction with the meanders of Virginia Secondary Route 640 (Long Hollow Rd) to the intersection of Virginia Secondary Route 645 (Jessees Mill Rd); thence in a northerly direction to its intersection with Virginia Secondary Route 614 (Middle Valley Rd); thence in a northwesterly direction with Virginia Secondary Route Route 614 to the intersection of Virginia Secondary Route 628 (Hearlds Valley Rd); thence in a northerly direction with Virginia Secondary Route 628 to its intersection with Virginia Secondary Route 700 (Eagles Nest Rd); thence in a northwesterly direction with Virginia Secondary Route 700 to its intersection with Virginia Secondary Route 615 (Gravel Lick Rd); thence in a westerly direction to its intersection with Virginia Secondary Route 616 (Cheney Creek Rd); thence with Virginia Secondary Route 616 to the point of BEGINNING.

#### **ARTICLE 5.**

##### *Boundary Description Voter Precincts in Election District 4-2020*

**Section 24.2-310.** – The geographical boundary of the **Drill Precinct No. 401-2020** is as follows:

BEGINNING at a point in the Russell – Buchanan County Line, a common corner with the Honaker Precinct, to a point north of Laurel Branch, near Jackson Cemetery

(as shown on U.S. Geological Survey Map “Big A Mountain Quadrangle”); thence in a southeasterly direction with the meanders of the Laurel Branch to a point where it intersects with Virginia Secondary Route 624 (Drill Rd); thence leaving Laurel Branch in a northeasterly direction, a straight line (which line touches the northern terminus of Virginia Secondary Route 715) to a point on the crest of Stone Cove Ridge, Elevation 2,796 ft. (as shown on U.S. Geological Survey Map “Honaker Quadrangle”); thence in a northerly direction with the meanders of the ridge to Stone Cove Ridge to elevation marker 2,805 ft. (as shown on U.S. Geological Survey Map “Honaker Quadrangle”); thence in a northerly direction with the meanders of the ridge of Stone Cove Ridge to elevation marker 2,839 ft. (as shown on U.S. Geological Survey Map “Honaker Quadrangle”); thence in a northerly direction with the ridge of Stone Cove Ridge crossing Virginia Secondary Route 622 (Miller Creek Rd) to an unnamed cemetery adjacent to Virginia Secondary Route 622 (as shown on U.S. Geological Survey Map “Honaker Quadrangle”) on Fuller Mountain; thence with the ridge of Fuller Mountain in a northeasterly direction to a point in the Russell – Buchanan County Line; thence in a southwesterly direction with the meanders of the Russell – Buchanan County Line to the point of BEGINNING.

**Section 24.2-311.** – The Geographical boundary of **Swords Creek Precinct, No. 402-2020** is as follows:

BEGINNING at a point in the ridge of Fuller Mountain on the Russell – Buchanan County Line, the northeast corner of the Drill Precinct; thence with the Russell – Buchanan County Line in an northeasterly direction to a point where the Russell – Buchanan – Tazewell County Lines meet; thence in a southeasterly direction with the

Russell – Tazewell County Line to the intersection with the Little River; thence in a southwesterly direction with the meanders of Little River, the Lebanon – New Garden Magisterial district Line, as referred to in the above-referenced order of the Circuit Court of Russell County, to its intersection with Virginia Highway 80 (Red Bud Hwy); thence in a northerly direction with the meanders of Virginia Highway 80 to its intersection with Town of Honaker Corporation Limits; thence in a northeasterly direction with the meanders of the Town of Honaker Corporation Limits to its intersection with Virginia Highway 67 (Swords Creek Rd); thence in a westerly direction with the meanders of Virginia Highway 67 to its intersection with Virginia Secondary Route 637 (Wysor Valley Rd) at Gardener; thence in a northwest direction with Virginia Secondary Route 637 to its intersection with Virginia Secondary Route 780 (Call Valley Rd); thence in a northwesterly direction, a straight line to a point on the crest of Stone Cove Ridge, elevation 2,796 ft. (as shown on U.S. Geological Survey Map “Honaker Quadrangle”); a common point in the Honaker, Drill and Swords Creek Precinct Lines, thence in a northerly direction with the meanders of the ridge of Stone Cove Ridge to elevation marker 2,805 ft. (as shown on U.S. Geological Survey Map “Honaker Quadrangle”); thence in a northerly direction with the meanders of the ridge of Stone Cove Ridge to elevation 2,839 ft. (as shown on U.S. Geological Map “Honaker Quadrangle”); thence in a northerly direction with the meanders of the ridge of Stone Cove Ridge crossing Virginia Secondary Route 622 (Miller Creek Rd) to an unnamed cemetery to Virginia Secondary Route 622 (as shown on U.S. Geological Map “Honaker Quadrangle”) on Fuller Mountain; thence with the ridge of Fuller Mountain in a northeasterly direction to a point in the Russell – Buchanan County Line to the point of BEGINNING.

**Section 24.2-312** – The geographical boundary description of the Honaker Precinct, No. 403-2020 is as follows:

BEGINNING at a point where Virginia Highway 67 intersection with the Town of Honaker Corporation Limits; thence in a northwestern direction with the meanders of the Town of Honaker Corporation Limits to its intersection with Virginia Highway 80 (Redbud Hwy.); thence in a southwesterly direction with the meanders of the Town of Honaker Corporation Limits to its intersection with Virginia Secondary Route 646 (Tunnel Rd.); thence in a southeasterly direction with the meanders of the Town of Honaker Corporation Limits to its intersection with Lewis Creek; thence in a southerly direction with the meanders of Lewis Creek to its intersection with the Clinch River; thence in an easterly direction with the meanders of the Clinch River to its intersection with Virginia Highway 80 (Redbud Hwy.); thence in a northwesterly direction with Virginia Highway 80 (Redbud Hwy.) to its intersection with the Town of Honaker Corporation Limits; thence in a northeasterly direction with the meanders of the Town of Honaker Corporation Limits to its intersection with Virginia Highway 67 the point of BEGINNING.

**ARTICLE 6.**

*Boundary Description Voter Precincts in Election District 5-2020*

**Section 24.2-313.** – The geographical boundary of the West Lebanon Precinct, No. 501-2020 is as follows:

BEGINNING at a point where Virginia Secondary Route 657 (Green Valley Rd) intersects with Virginia Secondary Route 1063 (Rolling Meadows Rd); thence in a

southerly direction with Virginia Secondary Route 1063 and beyond its termination in a straight line to the Russell – Washington County Line of top of Clinch Mountain; thence with the Russell – Washington County line in a southwesterly direction to it intersects with American Electric power company's 138KV power line; thence in an northeasterly direction with said power line to its intersection with the Castlewood –Lebanon Magisterial district line as established by the above-referenced Order of the Circuit Court of Russell County thence in a northeasterly direction with the meanders of the Castlewood – Lebanon Magisterial district line to it intersects with Virginia Secondary Route 640 (Long Hollow Rd); thence in a westerly direction to Virginia Secondary Route 640 to its intersection of abandoned 672; thence in a northwesterly direction in a straight line to a point southwesterly of the intersection of Virginia Secondary Route 882 (Lost Valley Rd), Virginia Secondary Route 640, and north of Gray Cemetery (as shown on the U.S. Geological Survey map “ Lebanon Quadrangle”); thence in a easterly direction in a straight line to its intersection with Virginia Highway 82 (Cleveland Rd); thence in a southerly direction with the meanders of Virginia Highway 82 (Cleveland Rd); to its intersection with Virginia Secondary Route 640 (River Mountain Rd); thence in a northwesterly direction with the meanders of Virginia Secondary Route 640 (River Mountain Rd) to its intersects with American Electric Power 138 KV power line; thence in a southeasterly direction with said power line to its intersection with Big Cedar Creek; thence in a southerly direction with the meanders of Big Cedar Creek to its intersection with E Main St; thence westerly direction to it intersection with and Virginia Secondary Route 658 (Big Cedar Creek Rd); thence in a southerly direction with Virginia Secondary Route 658 (Big Cedar Creek Rd) to its intersection with Elliott Dr; thence in a

westerly direction with the meander of Elliott Dr to its intersection with Regional Park Rd; thence in a northerly direction to it intersection with US Highway 19; thence in a westerly direction with US Highway 19 to the start of the Lebanon Second Southbound Exit; thence in a straight line to the intersection of Ketron Ave and Career Tech Dr; thence following the meanders of Career tech Dr to the intersection of Pittiston Rd; thence in an southerly direction to its intersection with Regional Park Rd; thence in southwesterly direction in a straight line, to the Town of Lebanon Corporation Limits; thence in a westerly direction with the Town of Lebanon Corporation Limits to it intersects with Virginia Secondary Route 654 (Pittiston Rd); thence in a southerly direction, leaving the Town of Lebanon, to its intersection with Virginia Secondary Route 664, (Stone Bruise); thence in a westerly direction with the meanders of Virginia Secondary Route 659 (Stone Bruise to its intersection with Virginia Secondary Route 660 (Coal Tipple Hollow); thence in a southerly direction with Virginia Secondary Route 660 (Coal Tipple Hollow) to its intersection with Virginia Secondary Route 657 (Green Valley Road); thence in a northeasterly direction with Virginia Secondary Route 657 (Green Valley Road) to its intersection with Virginia Secondary Route 1063 the point of BEGINNING.

**ARTICLE 7.**

*Boundary Description Voter Precincts in Election District 6-2020*

**Section 24.2-314.** – The geological boundary of the **East Lebanon Precinct, No. 601-2020** is as follows:

BEGINNING at a point on the top of Clinch Mountain where American Electric Company's Carbo – Elk Garden – Saltville No. 2, 138 KV Line intersects the Russell –

Washington County Line; thence with said power line in a northwesterly direction to the intersection with Virginia primary Highway 80; thence in a northerly direction with Virginia Primary Highway 80 to its intersection with U.S. Highway 19; thence in a straight northwesterly direction to Fuller Cemetery (as shown on U.S. Geological Survey Map "Elk Garden Quadrangle"); thence in a northwesterly direction to a point known as Big Rock (as shown on U.S. Geological Survey Map "Elk Garden Quadrangle") on top of The Doubles and River Mountain Ridge; thence in a westerly direction, with the meanders of the top of The Doubles and River Mountain to a point in Big Cedar Creek, thence in a southerly direction with the meanders of Big Cedar Creek to its intersection with E Main St; thence westerly direction to it intersection with and Virginia Secondary Route 658 (Big Cedar Creek Rd); thence in a southerly direction with Virginia Secondary Route 658 (Big Cedar Creek Rd) to its intersection with Elliott Dr; thence in a westerly direction with the meander of Elliott Dr to its intersection with Regional Park Rd; thence in a northerly direction to it intersection with US Highway 19; thence in a westerly direction with US Highway 19 to the start of the Lebanon Second Southbound Exit; thence in a straight line to the intersection of Ketron Ave and Career Tech Dr; thence following the meanders of Career Tech Dr to the intersection of Pittiston Rd; thence in an southerly direction to its intersection with Regional Park Rd; thence in southwesterly direction in a straight line, to the Town of Lebanon Corporation Limits; thence in a westerly direction with the Town of Lebanon Corporation Limits to it intersects with Virginia Secondary Route 654 (Pittiston Rd); thence in a southerly direction, leaving the Town of Lebanon, to its intersection with Virginia Secondary Route 664, (Stone Bruise); thence in a westerly direction with the meanders of Virginia

Secondary Route 659 (Stone Bruise to its intersection with Virginia Secondary Route 660 (Coal Tipple Hollow); thence in a southerly direction with Virginia Secondary Route 660 (Coal Tipple Hollow) to its intersection with Virginia Secondary Route 657 (Green Valley Road); thence in a northeasterly direction with Virginia Secondary Route 657 (Green Valley Road) to its intersection with Virginia Secondary Route 1063; thence in a southerly direction with Virginia Secondary Route 1063 and beyond its termination in a straight line to the Russell – Washington County Line on top of Clinch Mountain; thence with the Russell – Washington County Line in a northeasterly direction to the point of BEGINNING.

**Section 24.2-315.** – The geographical boundary of the **Elk Garden Precinct, No. 602-2020** is as follows:

BEGINNING at a point where the Little River intersects with the Russell – Tazewell County Line; thence in a Southwesterly direction with the meanders of the Little River, the Lebanon – New Garden Magisterial District Line, as referred to in the above-referenced Order of the Circuit Court of Russell County to its intersection with Virginia Secondary Route 636; thence with the meanders of Virginia Secondary Route 636 in a southerly direction to its intersection with Virginia Secondary Route 640; thence in a southwestern direction in a straight line to its intersection with American Power Company’s 138 KV power line; thence in an northwesterly direction to its intersection with Virginia Highway 80 (Redbud Hwy); thence in an southerly direction with the meanders of Virginia Highway 80 to the crest of The Doubles and River Mountain (as shown on the U.S. Geological Survey Map “Elk Garden Quadrangle”); thence in a westerly direction, with the meanders of the top of The Doubles and river Mountain to a



point known as Big Rock (as shown on U.S. Geological Survey Map “Elk Garden Quadrangle”); thence in a straight southeasterly direction to Fuller Cemetery (as shown on U.S. Geological Survey Map “Elk Garden Quadrangle”); thence in a straight southeasterly direction to the intersection of U.S. Highway 19 and Virginia Primary Highway 80; thence in a southerly direction with Virginia Primary Highway 80 to its intersection with American Electric Company’s Carbo – Elk Garden – Saltville No. 2, 138KV power line; thence running with said power line in a southeasterly direction to the top of Clinch Mountain at a point in the Russell – Washington County Line; thence in a northeasterly direction with the Russell – Washington County Line to a corner of Russell - Washington – Smyth Counties; thence in a northeasterly direction with the Russell – Smyth County Line to a corner of Russell – Smyth – Tazewell Counties; thence in a northwesterly direction with the Russell – Tazewell County Line to the point of BEGINNING.

#### **CHAPTER 4.**

#### **ARTICLE 1.**

#### *Central Absentee Voter Precinct*

#### **Section 24.2-400. – Absentee Voter Precinct –**

A. There is hereby created a Central Absentee Precinct in the Office of the General Registrar/Electoral Board of Russell County, Virginia, for the purpose of receiving, counting, and recording absentee ballots cast in the County.

The Absentee Voter Precinct shall be used in General Elections and Primary Elections for all Federal Offices, Statewide Offices, Constitutional, and Local Officers.

B. The Absentee Voter Precinct shall have at least three (3) officers of election as provided for in other precincts. The number of officers shall be determined by the Electoral Board of Russell County, Virginia.

C. If any voter brings an unmarked ballot to the Central Absentee Voter Precinct on the day of the election, he or she shall be allowed to vote it. If any voter brings an unmarked ballot to the Electoral Board on or before the day of the election, he or she shall be allowed to vote it, and his or her ballot shall be delivered to the Absentee Voter precinct before the closing of the polls.

The officer at the Absentee Voter Precinct shall determine any appeal by any other voter whose name appears on the absentee voter applicant list and who offers to vote in person. If the officers at the Absentee Voter precinct produce such records, the voter shall be allowed to vote in person at the Absentee Voter Precinct and have his or her vote counted with other absentee votes. If the voter's appeal is denied, the provisions of §24.2-708 of the Code of Virginia, 1950, as amended shall be applicable, and the officers shall advise the voter that he or she may vote on presentation of a statement signed by him or her that has not received an absentee ballot and subject to felony penalties for making false statements pursuant to §24.2-1016 of the Code of Virginia, 1950, as amended.

D. Absentee ballots may be processed as required by §24.2-711 of the Code of Virginia, 1950, as amended by the officers of election at the Central Absentee Voter precinct prior to the closing of the polls but the ballot box shall not be opened, and the counting of ballots shall not begin prior to that time. In the case of punch card or mark sense ballots to be inserted in electronic counting equipment, the ballot box may be

opened, and the absentee ballots may be inserted in the counting equipment prior to the closing of the polls in accordance with procedures prescribed by the State Electoral Board, including procedures to preserve ballot secrecy, but no ballot count totals shall be initiated prior to that time.

As soon as the polls are closed in the county, the officers of election at the Central Absentee Voter Precinct shall proceed to ascertain and record the vote given by absentee ballot and report the results in the manner provided for counting and reporting ballots generally in Article 4 (§24.2-643 et seq.) of Chapter 6 of Title 24.2 Elections, Code of Virginia, 1950, as amended.

E. The electoral board may provide that the officers of election for the Central Absentee Voter precinct may be assigned to work all or a portion of the time that the precinct is open on Election Day subject to the following conditions:

1. The chief officer and the assistant chief officer, appointed pursuant to §24.2-115 to represent the two political parties, are on duty at all times:  
and
2. No officer, political party representative, or other candidate representative shall leave the precinct after any ballots have been counted until the polls are closed and the count for the precinct is completed and reported.

## **CHAPTER 5.**

### **ARTICLE 1.**

#### *Miscellaneous Provisions*

**Section 24.2-500.** – Notice to voters. – The General Registrar shall notify any registered voter whose election district, precinct or polling place is changed at least fifteen days prior to the next general, special, or primary election.

**Section 24.2-501.** – Severability. – Should any section or provision of this ordinance be decided to be invalid or unconstitutional, such decisions shall not affect the validity or constitutionality of any other section or provision of this ordinance.

**Section 24.2-502.** – Effective date. – This ordinance shall be in full force and effect upon its adoption and enactment by the Board of Supervisors.

Adopted this 7<sup>th</sup> day of March, 2022.

The Members of the Board voted as follows:

Present

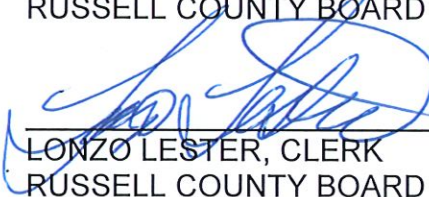
Lou Ann Wallace, Chairman  
Oris Christian, Vice-Chairman  
Tim Lovelace  
Carl Rhea  
David Eaton  
Steve Breeding  
Rebecca Dye

Vote

aye  
aye  
aye  
aye  
aye  
aye  
aye



LOU ANN WALLACE, CHAIRPERSON  
RUSSELL COUNTY BOARD OF SUPERVISORS



LONZO LESTER, CLERK  
RUSSELL COUNTY BOARD OF SUPERVISORS



Sworn to me this 7<sup>th</sup> day of March, 2022 in the county of Russell  
state of Virginia  
Notary signature: Loretta Vance  
My commission expires: 10/31/2022 Notary number: 7770892



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Action Item D-1 – D-11  
Presenter: Administrator

**Meeting: 2/9/26 6:00 PM**

## **County Administrator Reports & Requests**

The County Administrator Reports & Request for February 2026:

### **REPORTS**

- 1. **RC First Responders Dinner – 1/10/26.....D-1**
- 2. **VACo Preliminary Legislative Program 2026.....D-2**
- 3. **2026 VACo Local Government Day (2/5/26).....D-3**
- 4. **Russell County Road Reporting System.....D-4**
- 5. **VDOT Monthly Road System Report.....D-5**
- 6. **County & PSA Project Listing.....D-6**
- 7. **Virginia Opioid Abatement Authority (OAA) Annual Report 2025.....D-7**

### **REQUESTS**

- 8. **RC Declaration of Emergency Resolution – Winter Storms - 1/24/2026.....D-8**
- 9. **Cumberland Plateau Regional Waste Management Authority Manpower Service Agreement & Addendum to Manpower Agreement.....D-9**
- 10. **Clinch Valley Soil & Water Conservation District – Town of Lebanon - Wellspring Foundation Grant Letter of Support.....D-10**
- 11. **Virginia Federation of Humane Societies Direct Animal Award 2026 Memorandum of Understanding - \$7,500.....D-11**

#### **STAFF RECOMMENDATION(s):**

Board Discretion.

#### **SUGGESTED MOTION(s):**

Board Discretion.



Twilia Gullett <twilia.gullett@russellcountyva.us>

## Online Form Submittal: Russell County VDOT Repair Request

1 message

noreply@civicplus.com <noreply@civicplus.com>

Mon, Dec 29, 2025 at 1:18 PM

Reply-To: noreply@civicplus.com

To: lonzo.lester@russellcountyva.us, rhonda.lester@russellcountyva.us, twilia.gullett@russellcountyva.us

### Russell County VDOT Repair Request

Location:

Town (If Applicable)	Lebanon
Route or Street Name	Mansion Drive
Closest Intersection	Elk Garden Road
I need a road repaired.	Repair paved road
Please describe the repair requested	Large sections of the pavement have washed away. Potholes, poor drainage and extremely hazardous road conditions exist. I am submitting this on behalf of my mother-in-law who lives on Mansion Drive. We were there this week visiting and the road condition are treacherous.
First Name	Bianca
Last Name	Bartee
Address	<a href="#">10571 Ivy Ridge Road</a>
City	Bent Mountain Road
State	VA
Zip Code	24059
Phone Number	5405219016
Email Address	<a href="mailto:bbgiven3@gmail.com">bbgiven3@gmail.com</a>

Email not displaying correctly? [View it in your browser.](#)

**Russell County BOS**  
**VDOT Update**  
**January 22, 2026 (for February 2<sup>nd</sup>, 2026, Meeting)**

**Board Action Requests**

The Residency is not requesting any Board action this month. However, the Residency is seeking the Board's input on the routes leading to Givens Elementary and Copper Creek Elementary. The routes leading to both sites are designated as school routes (9000 numbers). They either need to be abandoned, discontinued, or re-numbered depending on the type of use.

Based on our knowledge of the current use of the former Given Elementary school, this use would not qualify for public maintenance and thus should be either abandoned or discontinued. If any plans are known for Copper Creek Elementary, we can make changes as appropriate based on those plans.

**Maintenance Activities – Underway / Completed**

Maintenance activities completed over the past month include:

- Gravel roadbed maintenance was performed on Routes 618, 621, 622, 636, 640, 722, 725 and 744.
- Pothole Patching (hand) was completed on portions of Routes 19, 71 and 698.
- Boom Axing (brush cutting) was completed on portions of Routes 657, 659, 709, 776 and 907.
- Pipe clearing / ditching was completed on a portion of Route 657.
- Tree removal was completed on Route 873.

**Maintenance Activities – Planned**

- Boom ax work on various routes throughout the County.
- Ditching at various locations throughout the County.
- Pothole patching – this will be limited to utilization of 'cold patch' for the worst of the worst locations as asphalt plants have largely closed.
- Paving approximately ½ mile of Route 611 (Ervintown Road – CST Funds) scheduled for next spring.

**Snow Operations**

Crews were activated for multiple snow events over the last several weeks.

## **Rural Rustic / 6 Year Plan Projects**

Pipe replacement has been completed on Route 746 and paving will be completed spring 2026.

Work is planned to begin on Route 867 (Glade Hollow Road) and Route 801 (Steel Hollow); more specifically work on Rt 801 is expected to begin perhaps as early as the end of January.

## **6 Year Plan Update**

The Residency is beginning work to update the County's 6 Year Plan with a goal of bringing the plan to the Board at either the April or May Board meeting.

## **Recreational Access Road Project Application**

Residency staff have recently worked with County personnel and VDOT Central Office staff to complete the request for funding of improvements to Route 1207 (Tank Hollow Road). The Board passed a resolution to proceed with the application during the spring 6-year plan update.

The application was presented to the Commonwealth Transportation Board at the Board's January 2026 meeting and is scheduled for Board action (presumably approval) at the Board's February meeting.

## **Non — VDOT Projects**

### **Pure Salmon Project**

The County has satisfied all the requirements to begin construction on the access road, with eligible construction activities reimbursed using the \$850,000 in EDA funds allocated to the project. The project must be delivered in accordance with the roles, responsibilities and requirements of the following:

- Standard Project Administration Agreement between the County and VDOT, dated 1/05/2025
- EDA Access Road Program Guidelines
- The Locally Administered Project (LAP) Manual, specifically those sections for State-funded projects
- Other applicable local, state, and federal regulations
- The Appendix 5-A certifications

Bizzack has completed construction of the turn lane off Route 19 through placement of the intermediate asphalt layer. The surface course of asphalt will be placed at a later date.

### **Three Rivers Destination Center**

No new VDOT activity this month on this project.

Residency staff stand ready to respond to inquiries and provide explanations but also offer the 1800-FOR-ROAD call to enter work order requests into VDOT's tracking system.





# 2025

## Virginia Opioid Abatement Authority 2025 ANNUAL REPORT

701 East Franklin Street, Suite 803  
Richmond, Virginia 23219  
[info@voaa.us](mailto:info@voaa.us)  
[voaa.us](http://voaa.us)



701 East Franklin Street, Suite 803  
Richmond, Virginia 23219  
voaa.us

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January 1, 2026

The Honorable Glenn Youngkin, Governor of Virginia  
Members of the Virginia General Assembly

On behalf of the Virginia Opioid Abatement Authority (OAA), I am pleased to present our 2025 Annual Report. This fiscal year, the Authority awarded more than \$46.7 million in new funding for opioid abatement and remediation efforts, including \$32.7 million in grants to 81 cities and counties, and \$14 million to support efforts managed by 18 state agencies. In order to make these awards, the Authority meticulously screened 158 project applications to verify funds would be spent effectively and in accordance with court-approved settlement agreements and the Code of Virginia.

Since the OAA began operations in late 2022, the Authority has awarded more than \$112 million in funding to support 176 opioid and substance use abatement projects across the Commonwealth.

Virginia's collaborative approach has resulted in 69 of Virginia's 133 cities and counties voluntarily adopting the OAA's "Gold Standard," a set of principles that guide the use of opioid settlement funds. These principles empower communities to develop effective abatement strategies while also maintaining accountability for those expenditures.

Our efforts have contributed to a nation-leading decline in opioid-related overdose deaths, though challenges remain, including the alarming rise in fatalities among Black Virginians. To address this, we launched the Operation STOP! (Specifically Targeted Overdose Prevention) initiative to support the hardest-hit communities.

The OAA continues to earn national recognition for leadership and innovation. In partnership with the Virginia Information Technologies Agency (VITA) and the Office of Data Governance and Analytics (ODGA), we introduced the Substance Use Data Analytics (SUDA) platform—the most comprehensive statewide system of its kind—providing critical insights to guide recovery strategies.

Thank you for your continued support as we work together to save lives and strengthen communities across the Commonwealth.

Sincerely,

A handwritten signature in blue ink that reads "Todd".

Todd Pillion  
Chair, Virginia Opioid Abatement Authority  
Senator, 6th District

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# Executive Summary

## Executive Brief — 2025

Established by the General Assembly in 2021 and operational since late 2022, the Virginia Opioid Abatement Authority (OAA) plays a critical role in directing opioid settlement resources toward meaningful, measurable impact across the Commonwealth.

In 2025, the OAA strengthened its position as a national leader through strategic grantmaking, targeted overdose prevention initiatives, enhanced technical assistance, and a strong commitment to transparency, accountability, and data-driven decision-making.

The OAA's work reflects a balanced approach—pairing significant investment at the local and state levels with the tools, guidance, and analytics needed to ensure funds are used effectively. By expanding capacity for cities, counties, and state agencies; prioritizing equity-focused interventions; and increasing public visibility into outcomes, the Authority continues to advance a coordinated, statewide response to the opioid and substance use crises.

Through continued collaboration with local governments, academic partners, state agencies, and community organizations, the OAA is not only distributing funds but also building the infrastructure, knowledge base, and accountability systems necessary for long-term impact.

As the OAA looks ahead to 2026, it remains focused on strengthening outcomes, addressing disparities, and ensuring that opioid settlement dollars translate into lives saved and communities strengthened across Virginia.



### Saving Lives, One Community at a Time

Orange County's *Save a Life Day* expanded access to overdose prevention tools and harm reduction education through a multi-site, community-centered outreach effort funded by the Virginia Opioid Abatement Authority. Outdoor naloxone distribution booths were hosted in high-visibility locations across the Town of Orange, Town of Gordonsville, and Locust Grove at the Wilderness Shopping Center. Working alongside local partners, the event increased awareness, reduced barriers to care, and put life-saving resources directly into the hands of residents, strengthening Orange County's commitment to prevention and public health.

# 2025 Key Highlights

## Historic Investment in Local Communities

To date, awarded **\$77.7 million** to Virginia cities and counties for opioid and substance use abatement, with **89% of 178 local applications funded**, supporting **158 active projects** statewide—positioning Virginia as a national leader in settlement fund distribution.



## Statewide Impact Through Agency Partnerships

Since 2023, distributed **\$33.4 million** to state agencies, judicial offices, independent entities, and universities to launch or expand opioid abatement and remediation efforts across the Commonwealth.



## Expanded Training and Technical Assistance

Continued the **Abatement Academy**, delivering **14 best-practice webinars** and **16 technical assistance sessions** to support grant applicants and awardees.



## Direct Engagement with Local Leaders

Partnered with organizations including the Virginia Association of Counties and the Virginia Municipal League to conduct regional outreach and informational sessions for local government leaders.



## Targeted Overdose Prevention

Launched **Operation STOP!**, awarding **\$3.4 million** to seven localities experiencing significant overdose disparities among Black residents, funding focused outreach, education, prevention, and treatment initiatives.



## National-Leading Technical Resources

Continued operation of the **Virginia Opioid Abatement Toolkit**, a first-of-its-kind, state-specific online resource supporting community-driven abatement strategies.



## Increased Transparency

Introduced a **public-facing grants dashboard**, providing statewide access to financial data, performance measures, and project details.



## Leadership in Data Analytics

Became the business owner of the **Substance Use Disorder Analytics (SUDA)** platform, integrating multi-agency data to identify trends, service gaps, and opportunities statewide.



## Strong Fiscal Accountability

Received a **successful audit** from the Virginia Auditor of Public Accounts, with immediate action taken to implement recommended improvements.



## Enhanced Public Communications

Launched a comprehensive communications strategy to elevate awareness of how opioid settlement funds are delivering impact at the community level.



# Board of Directors and Staff

## Board of Directors

In accordance with § 2.2-2367 of the Code of Virginia, the Opioid Abatement Authority is governed by an 11 member board of directors. The statute requires eight of the members to be non-legislative representatives of specific stakeholder groups. Those appointees and members serving in ex-officio or designee positions are listed below.

The Board's leadership is determined through an annual election held by the Board. In November 2025 the following members were elected to serve a term of one year:



Sen. Todd Pillion  
Chair



Sarah Thomason, PharmD  
Vice-Chair



Del. Briana Sewell  
Treasurer



Mr. Timothy Spencer  
Secretary



Hon. Janet Kelly



Hon. Debbie Ritter



Ms. Ingrid Wallace Barber



Mr. Daryl Washington



Sheriff Joe Baron



Jenny Sachs, PhD,  
LCSW, CIP



Mr. Michael Tillem

Statutory Assignment	Member by Name and Affiliation
Chair of the Senate Committee on Finance & Appropriations or designee (ex-officio)	Sen. Todd Pillion Virginia's 6th Senatorial District
Chair of the House Committee on Appropriations or designee (ex-officio)	Del. Briana Sewell Virginia's 25th House District
The Secretary of Health & Human Resources or designee (ex-officio)	Hon. Janet Kelly Secretary of Health and Human Resources
An elected member of the governing body of a participating locality*	Hon. Debbie Ritter Chesapeake City Council
One representative of a community services board or behavioral health authority serving an urban or suburban region containing participating localities*	Mr. Daryl Washington Executive Director, Fairfax-Falls Church Community Services Board
One representative of a community services board or behavioral health authority serving a rural region containing participating localities*	Ms. Ingrid Wallace Barber Executive Director, Alleghany Highlands Community Services Board
One sheriff of a participating locality*	Sheriff Joe Baron City of Norfolk
One licensed, practicing county or city attorney of a participating locality*	Mr. Timothy Spencer Roanoke City Attorney
Two medical professionals with expertise in public and behavioral health administration or opioid use disorders and their treatment*	Sarah Thomason, PharmD Jenny Sachs, PhD, LCSW, CIP Virginia Beach
One representative of the addiction and recovery community*	Mr. Michael Tillem Founder and Executive Director, Journey House Foundation

*\*Denotes position appointed by the Governor*

***“Virginia continues to lead the nation in smart and targeted investments across the spectrum of solutions to combat the opioid crisis and support long-term recovery.”***

***-Senator Todd Pillion, Chair, OAA Board of Directors***

# Staff

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## Headquarters Team

The Headquarters Team provides the operational, financial, and administrative backbone of the OAA, supporting the Board of Directors and ensuring the effective stewardship of opioid settlement funds statewide. Together, this team manages grant operations, fiscal oversight, data analysis, and day-to-day coordination to advance evidence-based, accountable opioid abatement efforts across the Commonwealth.



**Anthony E. "Tony" McDowell**  
Executive Director  
*tmcowell@voaa.us*



**Adam Rosatelli**  
Director of Finance  
*arosatelli@voaa.us*



**Charlie Lintecum**  
Director of Operations  
*clintecum@voaa.us*



**Sharekka Bridges**  
Senior Manager, Grant  
Operations  
*sbridges@voaa.us*



**Matt Terrill**  
Senior Business Analyst  
*mterrill@voaa.us*



**Cara Moisan**  
Business Manager  
*cmoisan@voaa.us*



**James Schliessmann**  
Senior Assistant Attorney General  
and Counsel  
*jschliessmann@oag.state.va.us*



# Regional Abatement Coordinators

The OAA provides direct technical assistance to cities, counties, and community-based organizations. Four abatement resource coordinators serve as local government liaisons, assisting cities and counties with identifying gaps in services, developing abatement strategies, and facilitating partnerships with community-based providers, non-profits, and public bodies.

**WESTERN REGION**



**Cindy Newman**  
Local Government Opioid Settlement Liaison - Western Region  
[cnewman@voaa.us](mailto:cnewman@voaa.us)

**EASTERN REGION**



**Jennifer Sawyer**  
Local Government Opioid Settlement Liaison - Eastern Region  
[jsawyer@voaa.us](mailto:jsawyer@voaa.us)

**NORTHERN REGION**



**Kathleen Dupré**  
Local Government Opioid Settlement Liaison - Northern Region  
[kdupre@voaa.us](mailto:kdupre@voaa.us)

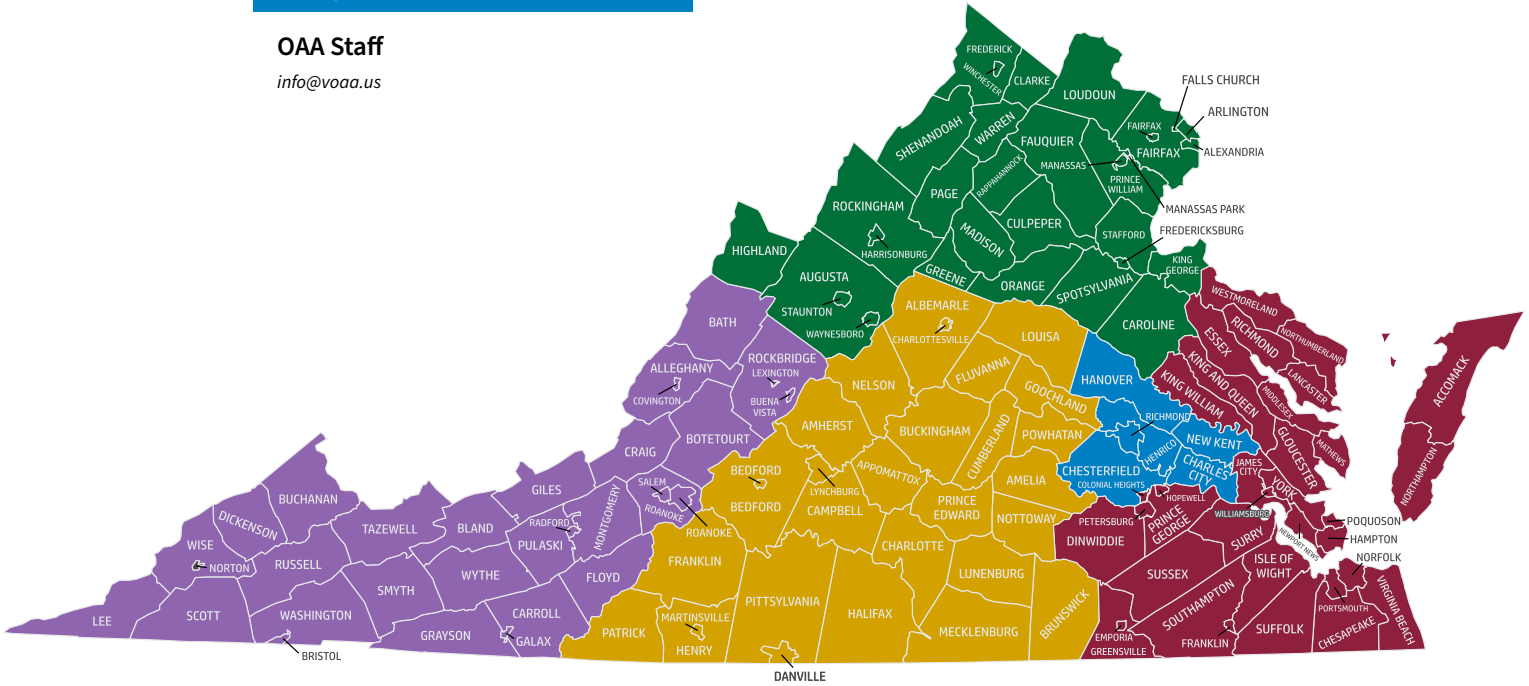
**CENTRAL REGION**



**Erika Tanner**  
Local Government Opioid Settlement Liaison - Central Region  
[etanner@voaa.us](mailto:etanner@voaa.us)

**HEADQUARTERS**

**OAA Staff**  
[info@voaa.us](mailto:info@voaa.us)





## Building a Hub for Prevention, Recovery, and Wellness

The Pulaski County Office of Prevention and Recovery welcomed Attorney General Jason Miyares and former Governor George Allen for a hardhat walkthrough of the future Community Collaboration Center. Designed as a multi-generational, multi-disciplinary hub, the Center will bring together prevention, recovery, and wellness services under one roof—strengthening coordinated care and community support across Pulaski County.

## Expanding Access to Life-Saving Resources

The Director of the Pulaski County Library System accepted a OneBox from Chris Alderman of the Rise Above Harm Reduction team with the New River Health District. Through a partnership between the Pulaski County Office of Prevention and Recovery and the Health Department, more than 10 OneBoxes, an emergency opioid overdose reversal kit, have been placed in public and county buildings, paired with multiple naloxone trainings, expanding access to overdose reversal tools and strengthening community-wide prevention efforts.



# Virginia's Settlement Distribution Agreement

## Establishment of the Opioid Abatement Authority and Fund

During its 2021 Special Session, the Virginia General Assembly enacted legislation—signed into law by the Governor—establishing the Opioid Abatement Fund and the Virginia Opioid Abatement Authority (OAA) (§ 2.2-2365). This statute formally codified how opioid settlement funds are distributed across the Commonwealth and clearly defined the allowable uses of those funds to address opioid use disorder and substance misuse.

The legislation aligned with and formally incorporated the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (MOU), finalized concurrently by the Office of the Attorney General in collaboration with all 133 participating cities and counties. Together, the statute and MOU provide a unified, statewide framework for the responsible and transparent use of settlement funds.

Both the statute and the statewide MOU are incorporated into Virginia court orders that provide final approval of each opioid settlement. As a result, all parties to the settlements are legally bound to comply with the national settlement agreements, Virginia law, and the terms of the statewide allocation agreement.

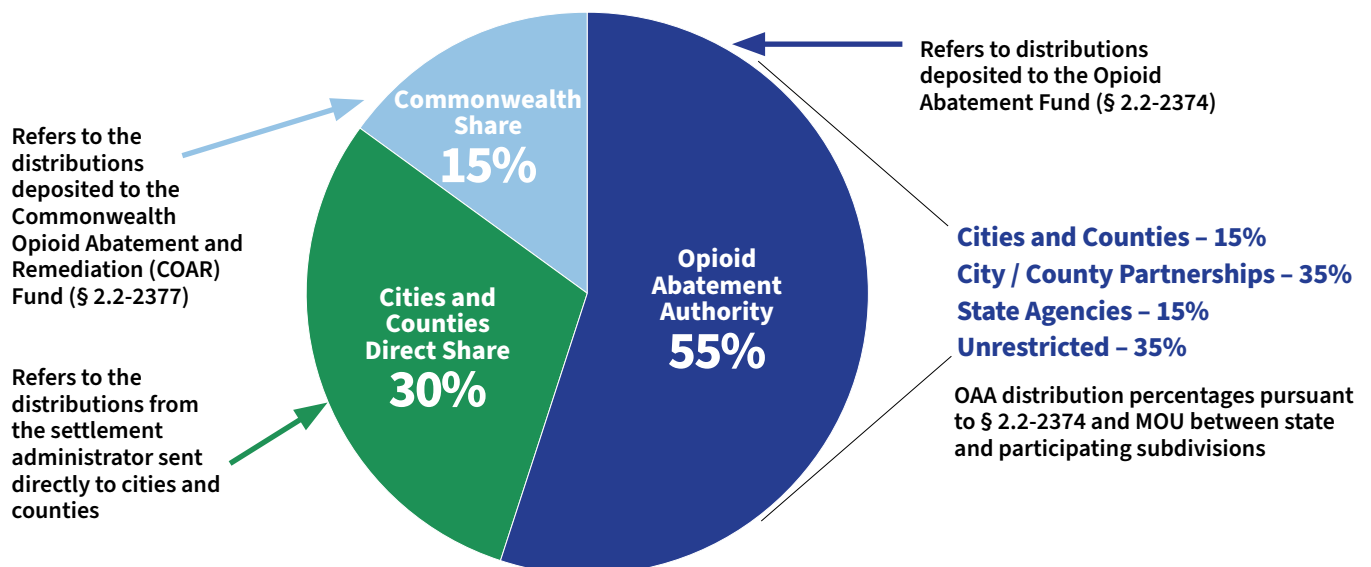
Under this framework, Virginia applies a clear and consistent allocation methodology for each settlement payment:

**30%**  
*is distributed directly to participating cities and counties.*

**15%**  
*is allocated to the Commonwealth of Virginia.*

**55%**  
*is deposited into the Opioid Abatement Fund, which is overseen by the OAA.*

From the Opioid Abatement Fund, the OAA awards grants and other financial assistance to local governments and state agencies to support evidence-based efforts focused on the prevention, treatment, and reduction of opioid use disorder and opioid misuse across the Commonwealth (see chart below).



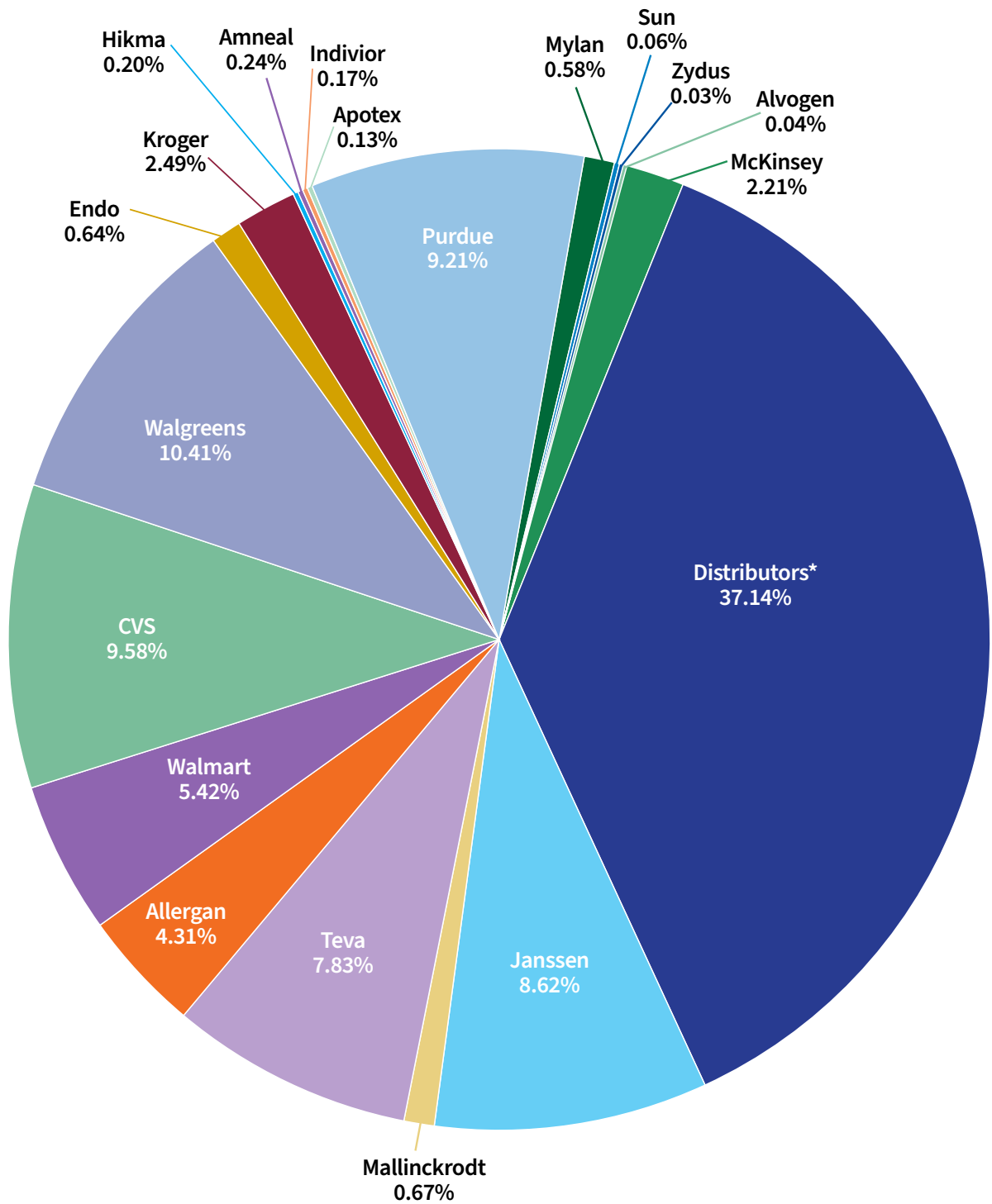
# National Opioid Settlements and Bankruptcies

The following table and pie chart summarize national settlements and bankruptcies in which Virginia is participating, along with the amounts that the OAA has received to date and expects in the future.

Company	Payment Duration	Status	Amount to OAA
Allergan	7 years	Finalized	\$26,747,326
Alvogen	TBD	Announced	\$234,250
Amneal	TBD	Announced	\$1,464,132
Apotex	TBD	Announced	\$798,000
CVS	10 years	Finalized	\$59,393,544
Distributors*	18 years	Finalized	\$230,340,573
Endo	10 years	Finalized	\$3,950,496
Hikma	TBD	Announced	\$1,260,050
Indivior	TBD	Announced	\$1,078,000
Janssen	10 years	Finalized	\$53,480,976
Kroger	11 years	Finalized	\$15,450,372
Mallinckrodt	2 years	Finalized	\$4,176,031
McKinsey	4 years	Finalized	\$13,681,773
Mylan	TBD	Announced	\$3,617,000
Purdue	16 years	Finalized	\$57,107,427
Sun	TBD	Announced	\$388,000
Teva	13 years	Finalized	\$48,556,857
Walgreens	15 years	Finalized	\$64,584,259
Walmart	1 year	Finalized	\$33,633,644
Zyus	TBD	Announced	\$186,000
<b>Total</b>			<b>\$620,128,710</b>

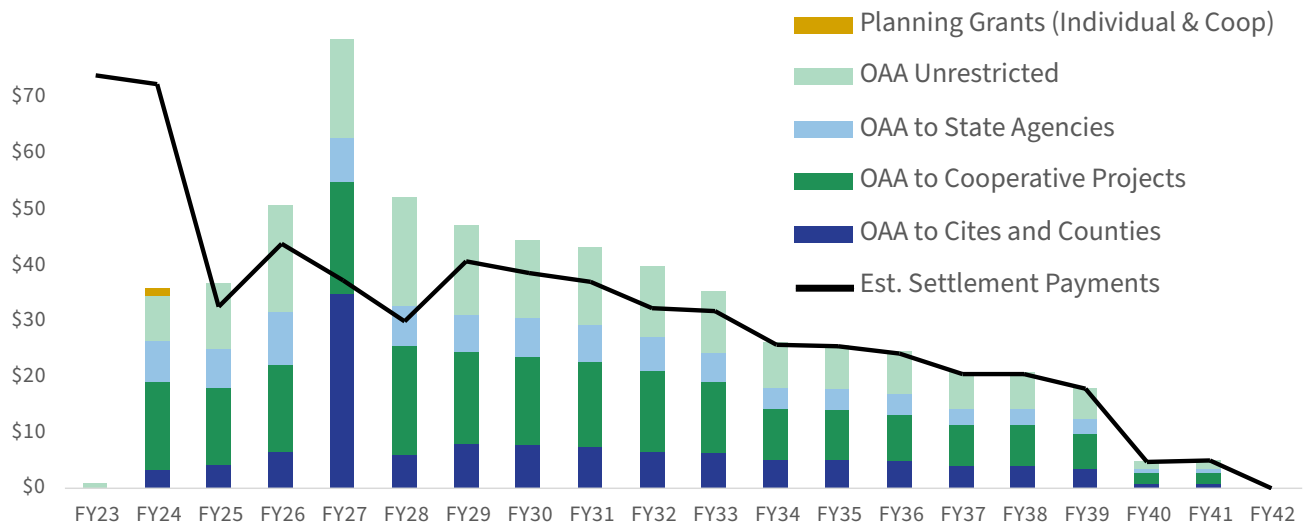
\*"Distributors" include McKesson, Cardinal Health, and Cencora (previously AmerisourceBergen).

## Summary of Opioid Related Settlement and Bankruptcies Payable to OAA



\* "Distributors" include McKesson, Cardinal Health, and Cencora (previously AmerisourceBergen).

# Estimated Settlement Payments and OAA Budget for Awards



After accounting for all grant awards and administrative costs through FY 2025, the cumulative fund balance totals \$105.7 million. These funds are allocated across annual award categories through FY 2041, in accordance with the percentage distributions and other requirements set forth in the Code of Virginia and the Settlement Allocation Memorandum of Understanding.

## Engaging Local Leaders Across the Commonwealth

Virginia Opioid Abatement Authority (OAA) Board Member Delegate Briana Sewell (second from left) joined OAA staff at a meeting of the Virginia Association of Counties, strengthening collaboration with local government leaders.



# OAA Awards to Cities, Counties, and State Agencies During 2025

## Individual City/County Grants – Renewals

City/County Name	Project Name (click link for details)	Total Amount**
Albemarle County	<a href="#">Embedded Mental Health Clinician at the Emergency Communications Center</a>	\$48,723
Albemarle County	<a href="#">Jail-Based Sublocade Medication for Opioid Use Disorder (MOUD) Pilot Project</a>	\$46,331
Arlington County	<a href="#">Office Based Opioid Treatment</a>	\$154,433
Bedford County	<a href="#">Strategic Plan - Opioid Response</a>	\$0*
Charlottesville City	<a href="#">City Naloxone Distribution</a>	\$0*
Charlottesville City	<a href="#">Embedded Mental Health Clinician at the Emergency Communications Center</a>	\$25,508
Charlottesville City	<a href="#">Jail-Based Sublocade Medication for Opioid Use Disorder (MOUD) Pilot Project</a>	\$10,029
Danville City	<a href="#">Treatment Court</a>	\$74,069
Fairfax County	<a href="#">Young Adult Track Expansion</a>	\$159,538
Franklin County	<a href="#">Grace House PEARL Program</a>	\$0*
Gloucester County	<a href="#">Subsidized MOUD Treatment</a>	\$15,674
Gloucester County	<a href="#">Prevention and Treatment Specialist (GHS)</a>	\$32,225
Gloucester County	<a href="#">Enhancing Access to Treatment through Subsidized Transportation</a>	\$30,000
Hampton City	<a href="#">Hampton City Jail Substance Use Jail-Based MAT Services</a>	\$4,000
Henrico County	<a href="#">Additional Treatment Hours for Medication Assisted Treatment</a>	\$70,200
Henrico County	<a href="#">Kinship Navigator</a>	\$63,962
Louisa County	<a href="#">Region 10 New Clinician Position &amp; Services Expansion</a>	\$25,855
Lynchburg City	<a href="#">Roads to Recovery Withdrawal Management Program</a>	\$0*
Manassas City	<a href="#">Harm Reduction through Education Services</a>	\$0*
Newport News City	<a href="#">Newport News Jail Based MAT Services</a>	\$99,854
Orange County	<a href="#">Orange County Opioid Response Program Coordinator</a>	\$44,684
Page County	<a href="#">Page County Adult Drug Treatment Court (PCADTC)</a>	\$18,490
Pittsylvania County	<a href="#">Treatment Court</a>	\$39,417
Richmond City	<a href="#">Harm Reduction Vending Machines</a>	\$41,240
Richmond City	<a href="#">Youth Prevention Campaign</a>	\$0*
Richmond City	<a href="#">Peer Specialist RFP</a>	\$0*
Roanoke City	<a href="#">Certified Peer Recovery Specialists</a>	\$63,713
Roanoke City	<a href="#">Roanoke City Schools Teen Outreach Project</a>	\$0*
Roanoke County	<a href="#">Family Services of Roanoke Valley</a>	\$40,000
Roanoke County	<a href="#">Partnership for Community Wellness</a>	\$121,252
Rockingham County	<a href="#">RHADTC OUD Treatment Support</a>	\$86,319
Smyth County	<a href="#">Smyth County Recovery Court Program</a>	\$81,985
Sussex County	<a href="#">Sussex Safety First</a>	\$11,796
Virginia Beach City	<a href="#">Teen to Teen Social Media Campaign &amp; Outreach Initiative</a>	\$229,210
Virginia Beach City	<a href="#">VBCPS Online Substance Use and Wellness Interventions</a>	\$70,000
Virginia Beach City	<a href="#">Opioid Services at Juvenile Detention</a>	\$75,000
Virginia Beach City	<a href="#">Virginia Beach Police LEAD program and Community Outreach</a>	\$20,000
Virginia Beach City	<a href="#">Youth Peer Support and Prevention Outreach</a>	\$100,500
Warren County	<a href="#">Raymond E. Santmyers Student Union and Activity Center</a>	\$37,154
Winchester City	<a href="#">Addiction Response Officer</a>	\$104,489
Wythe County	<a href="#">Wythe County Public Schools: Substance Abuse Prevention Specialist</a>	\$55,585

\*Projects that show "\$0" awarded were approved for 2026 renewal with 2025 carryforward funds.

\*\*Reflects original, approved award totals. Final awards amounts may vary due to project adjustments and prior year carryover.

## Individual City/County Grants – New Awards

City/County Name	Project Name (click link for details)	Total Amount**
Amherst County	<a href="#">Opioid Abatement Taskforce of Amherst County</a>	\$57,975
Chesterfield County	<a href="#">Chesterfield County SUD Subgrants</a>	\$500,000
Culpeper County	<a href="#">Culpeper County Recovery Court</a>	\$204,993
Fairfax County	<a href="#">Youth Medication Assisted Treatment - Expansion (YMAT-E)</a>	\$1,117,032
Henrico County	<a href="#">Targeted Outreach: Concerning Addictive Behaviors in Adolescents</a>	\$9,900
Henrico County	<a href="#">Naloxone Distribution Cabinets for Libraries and MHDS</a>	\$17,986
Henry County	<a href="#">Kinship Navigator Position-Henry Martinsville Social Services</a>	\$56,651
Martinsville City	<a href="#">Kinship Navigator Position-Henry Martinsville Social Services</a>	\$28,326
Nelson County	<a href="#">Jail-Based Sublocade MOUD Pilot Project</a>	\$22,062
Poquoson City	<a href="#">Herren Project</a>	\$23,111
Prince William County	<a href="#">Opioid Response Coordinator</a>	\$175,000
Richmond City	<a href="#">Sub-Awards to Nonprofits Based on Highest Need Identified</a>	\$100,000
Warren County	<a href="#">Summer Camp Series</a>	\$13,500
Warren County	<a href="#">HOPE (Hopefulness in Opioid Prevention Efforts)</a>	\$35,000

## Cooperative Partnership Grants – Renewals

City/County Partnership (bold indicates fiscal agent)	Project Name (click link to see more details)	Total Amount**
<b>Accomack County</b> , Northampton	<a href="#">Eastern Shore Community Services Board (ESCSB) Expansion Project</a>	\$119,922
<b>Albemarle County</b> , Charlottesville, Nelson, Louisa, Fluvanna, Greene	<a href="#">Community Outreach at Region Ten's Blue Ridge Center</a>	\$609,225
<b>Albemarle County</b> , Charlottesville, Nelson, Louisa, Fluvanna, Greene	<a href="#">CITAC Expansion and Crisis Response</a>	\$1,162,960
<b>***Alleghany County</b> , Covington	<a href="#">CSB One-Stop SUD Continuum</a>	\$2,660,402
<b>Buena Vista City</b> , Lexington, Rockbridge	<a href="#">HOPE House Project</a>	\$496,904
<b>Charlottesville City</b> , Albemarle, Nelson, Orange, Fluvanna, Madison	<a href="#">Central Virginia Specialty Docket Enhancement Project</a>	\$13,504
<b>Chesapeake City</b> , Virginia Beach	<a href="#">Construct 20-bed Inpatient Psychiatric Unit</a>	\$0*
<b>**Chesterfield County</b> , Powhatan, Colonial Heights, Petersburg	<a href="#">Mobile Outreach Services for Harm Reduction, Treatment, and Support</a>	\$552,813
<b>Culpeper County</b> , Fauquier, Madison, Orange, Rappahannock	<a href="#">Overdose Response Unit</a>	\$287,436
<b>Dickenson County</b> , Lee County, Scott County	<a href="#">Wildwood Health and Wellness Center</a>	\$3,238,171



<b>City/County Partnership</b> (bold indicates fiscal agent)	<b>Project Name</b> (click link to see more details)	<b>Total Amount **</b>
<b>Fairfax County</b> , Alexandria, Arlington, Loudoun, Prince William	<a href="#">Residential Treatment Program for Adolescents</a>	\$0*
<b>Frederick County</b> , Winchester, Fauquier, Clarke	<a href="#">NRADC Mat Program</a>	\$423,146
<b>Gloucester County</b> , Northumberland, Richmond, Westmoreland	<a href="#">Northern Neck Regional Jail MAT Program</a>	\$316,370
<b>Grayson County</b> , Carroll, Galax	<a href="#">Recovery Court - Enhancements &amp; New Components to Existing Program</a>	\$188,511
<b>Hanover County</b> , Chesterfield, Richmond	<a href="#">Expansion of Project Recover</a>	\$157,620
<b>**Harrisonburg City</b> , Rockingham	<a href="#">Peer Recovery Center</a>	\$168,476
<b>Henrico County</b> , Charles City, New Kent	<a href="#">Pregnant and Parenting Women Recovery Program</a>	\$361,256
<b>James City County</b> , Williamsburg, York, Poquoson	<a href="#">Outreach and Marketing of CSB-offered SUD Services</a>	\$33,288
<b>James City County</b> , Williamsburg, York, Poquoson	<a href="#">Recovery Court and Behavioral Health Docket</a>	\$0*
<b>Lynchburg City</b> , Campbell	<a href="#">Adult Detox Program</a>	\$129,393
<b>Montgomery County</b> , Floyd, Giles, Pulaski, Radford	<a href="#">Opioid Ecosystem of Recovery for the New River Valley (NRV)</a>	\$3,305,221
<b>Newport News City</b> , Hampton City	<a href="#">Mobile MAT and Outreach Unit</a>	\$248,256
<b>Newport News City</b> , Hampton City	<a href="#">Peer Recovery Oriented System of Care</a>	\$235,121
<b>Prince William County</b> , Manassas, Manassas Park	<a href="#">Office-Based Opioid Treatment/Office-Based Addiction Treatment</a>	\$708,206
<b>Richmond City</b> , Henrico	<a href="#">Resource Mapping of Substance Use Related Resources</a>	\$0*
<b>Roanoke City</b> , Roanoke County	<a href="#">Building &amp; Expanding a Collaborative Regional Recovery Ecosystem</a>	\$374,573
<b>Roanoke City</b> , Roanoke County	<a href="#">Restoration Housing</a>	\$225,472
<b>Rockingham County</b> , Harrisonburg	<a href="#">Crisis Intervention Team Assessment Center &amp; Crisis Co-Response Unit</a>	\$12,821
<b>Russell County</b> , Dickenson County	<a href="#">Recovery Residences - Russell County and Dickenson County</a>	\$216,755
<b>Smyth County</b> , Bland, Bristol, Carroll, Galax, Grayson, Washington, Wythe	<a href="#">Multi-Sector Collaboration to Address Substance Use Disorder in Far Southwest VA</a>	\$23,855
<b>Smyth County</b> , Carroll, Galax, Grayson, Wythe	<a href="#">Appalachian Center for Hope (ACH) Treatment Facility</a>	\$824,777

<b>City/County Partnership</b> (bold indicates fiscal agent)	<b>Project Name</b> (click link to see more details)	<b>Total Amount</b> **
<b>Smyth County</b> , Dickenson, Lee, Russell, Tazewell, Wise, Wythe	<a href="#">Project Pathfinder - Southwest Virginia Legal Aid Society (SVLAS)</a>	\$275,040
<b>Smyth County</b> , Bland, Carroll, Galax, Grayson, Wythe	<a href="#">Expand OBOT/MAT existing services in the region &amp; Develop regional transitional</a>	\$915,039
<b>Stafford</b> , Fredericksburg, Caroline, King George, Spotsylvania	<a href="#">Mobile MAT and Support for Sunshine House</a>	\$648,899
<b>Virginia Beach City</b> , Norfolk, Chesapeake, Portsmouth, Suffolk	<a href="#">Regional Mobile Van for Primary Care and SUD Services</a>	\$242,503
<b>Wise County</b> , Lee, Norton, Scott	<a href="#">Recovery House - Gate City (Scott County)</a>	\$60,140
<b>Wise County</b> , Lee, Norton, Scott	<a href="#">Intensive Out-Pt. Treatment Facility-serve youth five days/week 8:30am-2:30pm</a>	\$56,591

\*Projects that show "\$0" awarded were approved for 2026 renewal with 2025 carryforward funds.

\*\*Amount and linked grant summary reflect amended grant summary from September 26, 2025 Grant Committee meeting.

\*\*\*Linked grant summary reflects amended grant summary from November 19, 2025 Grant Committee meeting.

## Cooperative Partnership Grants – New Awards

<b>City/County Partnership</b> (bold indicates fiscal agent)	<b>Project Name</b> (click link to see more details)	<b>Total Amount</b> **
<b>Augusta County</b> , Waynesboro, Staunton	<a href="#">Regional Prevention, Education, and Harm Reduction Services</a>	\$140,023
<b>Chesterfield County</b> , Colonial Heights	<a href="#">DSS Family Engagement &amp; SUD Team</a>	\$512,009
<b>Chesterfield County</b> , Powhatan, Colonial Heights	<a href="#">Comprehensive Opioid Management and Patient Assistance for Substance Support (COMPASS)</a>	\$989,610
<b>Chesterfield County</b> , Richmond, Henrico	<a href="#">Chesterfield Recovery Academy Outreach and Transportation</a>	\$340,799
<b>Clarke County</b> , Warren, Page, Shenandoah	<a href="#">Northern Shenandoah Valley teen Mental Health First Aid</a>	\$115,050
<b>Colonial Heights City</b> , Petersburg, Hopewell	<a href="#">City of Refuge Transportation Program</a>	\$60,083
<b>Danville City</b> , Pittsylvania	<a href="#">Recovery 360</a>	\$268,809
<b>Henrico County</b> , Colonial Heights, Richmond, Hanover, Chesterfield	<a href="#">Hospital Liaisons - PPW</a>	\$270,350
<b>Henrico County</b> , Richmond, Chesterfield, Hanover	<a href="#">Regional Recovery Day</a>	\$46,946
<b>Henry County</b> , Martinsville, Franklin, Patrick	<a href="#">Piedmont Community Services Lighthouse Program</a>	\$1,197,347
<b>Martinsville City</b> , Henry, Franklin	<a href="#">Overdose Spike Response and Harm Reduction Access</a>	\$364,062

<b>City/County Partnership</b> (bold indicates fiscal agent)	<b>Project Name</b> (click link to see more details)	<b>Total Amount**</b>
<b>Prince Edward County</b> , Nottoway	<a href="#">Piedmont Regional Jail Recovery Program</a>	\$50,000
<b>Prince Edward County</b> , Nottoway	<a href="#">Piedmont Health District Opioid Prevention/Connection Project 2026</a>	\$115,000
<b>Prince George County</b> , Dinwiddie, Hopewell, Surry	<a href="#">Mobile Overdose Response Unit</a>	\$174,433
<b>Roanoke City</b> , Roanoke County	<a href="#">Four Truths Recovery Pregnant &amp; Postpartum Women's Implementation / Expansion</a>	\$154,800
<b>Roanoke City</b> , Roanoke County, Salem	<a href="#">Navigator Care Specialists</a>	\$108,000
<b>Roanoke City</b> , Roanoke County	<a href="#">Harm Reduction</a>	\$51,000
<b>Virginia Beach City</b> , Norfolk, Chesapeake, Portsmouth, Suffolk	<a href="#">Superintendents Region 2 Recovery High School</a>	\$163,634
<b>Washington County</b> , Bristol, Dickenson, Norton, Russell, Smyth, Tazewell, Wise County	<a href="#">Brighter Paths: Building Social-Emotional Strength for a Substance-Free Future</a>	\$840,000
<b>Waynesboro City</b> , Staunton, Augusta	<a href="#">River Ridge Learning Center (A Recovery High School in Waynesboro, VA)</a>	\$640,039
<b>Wise County</b> , Norton	<a href="#">Strong Futures Southwest Virginia Fourth Floor Residential Center</a>	\$597,727

## Operation STOP! Grants – New Awards

<b>City/County Name</b>	<b>Project Name</b> (click link to see more details)	<b>Individual Award</b>	<b>Operation STOP! Award</b>	<b>Total Amount**</b>
Chesapeake City	<a href="#">Operation STOP! Chesapeake</a>	\$0	\$500,000	\$500,000
Henrico County	<a href="#">Operation STOP! Henrico</a>	\$0	\$500,000	\$500,000
Newport News City	<a href="#">Operation STOP! Newport News City</a>	\$0	\$360,000	\$360,000
Norfolk City	<a href="#">Operation STOP! Norfolk City</a>	\$0	\$500,000	\$500,000
Petersburg City	<a href="#">Operation STOP! Petersburg</a>	\$40,000	\$500,000	\$540,000
Portsmouth City	<a href="#">Operation STOP! Portsmouth City</a>	\$0	\$500,000	\$500,000
Richmond City	<a href="#">Operation STOP! City of Richmond</a>	\$119,950	\$500,000	\$619,950

## State Agency Awards

<b>Agency Name</b> (bold indicates fiscal agent)	<b>Project Name</b> (click link to see more details)	<b>Total Amount**</b>
<b>Department of Behavioral Health and Development Services (DBHDS)</b>	<b>Total 25-26 Award</b>	<b>\$680,613</b>
	<a href="#">Recovery High School</a>	\$0
	<a href="#">Substance Use Data Analyst</a>	\$149,113
	<a href="#">Judicial Substance Use Training Program</a>	\$146,500
	<a href="#">Virginia Recovery Corps</a>	\$385,000

<b>Agency Name</b> (bold indicates fiscal agent)	<b>Project Name</b> (click link to see more details)	<b>Total Amount**</b>
<b>Virginia Department of Corrections</b>	<b>Total 25-26 Award</b>	<b>\$1,156,247</b>
	<a href="#">Medication Assisted Treatment Social Workers at MAT Pilot Institutions</a>	\$986,327
	<a href="#">Reentry Wellness Kit Contents</a>	\$0
	<a href="#">Naloxone Distribution for Probationers (New)</a>	\$169,920
<b>Virginia Department of Education</b>	<b>Total 25-26 Award</b>	<b>\$1,078,950</b>
	<a href="#">Opioid Abatement Education Plan (OAEP)</a>	\$560,250
	<a href="#">Virginia Recovery Schools Technical Assistance and Grant Program (New)</a>	\$518,700
<b>Virginia Department of Health</b>	<b>Total 25-26 Award</b>	<b>\$3,282,391</b>
	<a href="#">Comprehensive Harm Reduction</a>	\$1,000,000
	<a href="#">Naloxone Distribution Program Infrastructure</a>	\$626,589
	<a href="#">Local Opioid Use Disorder Coordinators</a>	\$306,042
	<a href="#">Overdose Prevention Strategist – West Piedmont Health District</a>	\$83,868
	<a href="#">Naloxone Purchase</a>	\$500,000
	<a href="#">Coordinating Local and Regional Overdose Review Teams</a>	\$134,462
	<a href="#">Harm Reduction for Pregnant Women Pilot Project (New)</a>	\$631,430
	<a href="#">State Adaption of Pregnancy and Substance Use: A Harm Reduction Toolkit</a>	\$0
	<a href="#">Expansion of Emergency Discharge Data</a>	\$0
<b>Department of Health Professions (DHP)</b>	<b>Total 25-26 Award</b>	<b>\$361,219</b>
	<a href="#">Integration of Prescription Monitoring Program (PMP) into Clinical Workflows</a>	\$361,219
<b>Department of Medical Assistance Services (DMAS)</b>	<b>Total 25-26 Award</b>	<b>\$1,050,000</b>
	<a href="#">Discharge Bridge Program</a>	\$1,050,000
<b>Department of Social Services (DSS)</b>	<b>Total 25-26 Award</b>	<b>\$702,247</b>
	<a href="#">Expand Kinship Care Navigators</a>	\$411,000
	<a href="#">211 Opioid Reduction Registry (ORR)</a>	\$291,247
<b>George Mason University (GMU)</b>	<b>Total 25-26 Award</b>	<b>\$200,000</b>
	<a href="#">Bridge MOUD Warm Line Pilot Project (New)</a>	\$200,000

<b>Agency Name</b> (bold indicates fiscal agent)	<b>Project Name</b> (click link to see more details)	<b>Total Amount**</b>
<b>Office of the Attorney General (OAG)</b>	<b>Total 25-26 Award</b>	<b>\$500,000</b>
	<a href="#">Opioid and Fentanyl Prevention Awareness Campaign</a>	\$500,000
<b>Office of the Executive Secretary of the Supreme Court of Virginia (OES)</b>	<b>Total 25-26 Award</b>	<b>\$563,091</b>
	<a href="#">Statewide Universal Drug Testing Contract</a>	\$563,091
	<a href="#">GAIN-SS Assessment Tool Project</a>	\$0
<b>Radford University</b>	<b>Total 25-26 Award</b>	<b>\$367,408</b>
	<a href="#">Healing, Outreach, Prevention, and Empowerment (Project HOPE)</a>	\$367,408
<b>University of Mary Washington (UMW)</b>	<b>Total 25-26 Award</b>	<b>\$104,227</b>
	<a href="#">Supporting Student Well-Being and Recovery at the University of Mary Washington (New)</a>	\$104,227
<b>University of Virginia (UVA)</b>	<b>Total 25-26 Award</b>	<b>\$642,076</b>
	<a href="#">COSMOS (Community Outreach and Support for Management of SUD)</a>	\$295,211
	<a href="#">Street Medicine Access Reduction and Treatment (SMART) Clinic</a>	\$346,865
<b>Virginia Cooperative Extension Services (Virginia Tech)</b>	<b>Total 25-26 Award</b>	<b>\$1,044,001</b>
	<a href="#">Virginia Cooperative Extension Service</a>	\$917,688
	<a href="#">Virginia Tech Recovery Community: Fostering a Recovery Integrated Campus (New)</a>	\$126,313
<b>Virginia Commonwealth University (VCU)</b>	<b>Total 25-26 Award</b>	<b>\$1,130,330</b>
	<a href="#">Virginia Opioid Toolkit</a>	\$240,045
	<a href="#">Massey Cancer Center at VCU Health</a>	\$195,000
	<a href="#">Virginia Naloxone Project</a>	\$511,661
	<a href="#">Fast Track to Certified Substance Abuse Counselor (CSAC)</a>	\$90,296
	<a href="#">RAMS in Recovery Scholars</a>	\$93,328
	<a href="#">Innovating Digital Tools to Foster a Culture of Health for Individuals with OUD</a>	\$0
<b>Virginia Foundation for Healthy Youth (VFHY)</b>	<b>Total 25-26 Award</b>	<b>\$1,740,000</b>
	<a href="#">Deadly Dose – Statewide Fentanyl and Overdose Mapping Campaign: Phase 3 (New)</a>	\$1,600,000
	<a href="#">Expanding Access to the Dangers of Fentanyl Lesson (New)</a>	\$140,000

<b>Agency Name</b> (bold indicates fiscal agent)	<b>Project Name</b> (click link to see more details)	<b>Total Amount**</b>
<b>Virginia Indigent Defense Commission (VIDC)</b>	<b>Total 25-26 Award</b>	<b>\$505,533</b>
	Re-Entry and Recovery Specialist Program	\$505,533
<b>Virginia State University (VSU)</b>	<b>Total 25-26 Award</b>	<b>\$661,969</b>
	Healthful Engagement for Support, Treatment, Recovery, and Interventions	\$357,733
	Leveraging Workforce Needs	\$62,869
	Mobilization of Access for Underserved and Marginalized Communities	\$241,366



## Advancing Overdose Prevention at the Capitol

First Lady Suzanne S. Youngkin, Secretary of Health and Human Resources Janet Kelly, and Senator Todd Pillion joined legislators for a REVIVE! overdose prevention training at the General Assembly Building on February 3, 2025. The training underscores Virginia’s commitment to equipping leaders with life-saving tools and knowledge.

*Pictured left to right: Senator Lamont Bagby, Secretary of Health and Human Resources Janet Kelly, First Lady Suzanne S. Youngkin, Senator Tara A. Durant, and Senator Todd Pillion.*

# Targeted Investment to Help STOP! Rising Opioid Overdose Disparities in Virginia Communities

In June 2025, the Virginia Opioid Abatement Authority (OAA) approved \$32.6 million in new opioid settlement fund awards to support communities across the Commonwealth in addressing opioid use disorder, overdose prevention, treatment, and recovery. With these awards, total OAA funding reached \$99 million supporting 176 projects statewide since 2023.

**A key component of this investment included \$3.4 million in targeted funding through **Operation STOP!****

## **SPECIFICALLY TARGETED OVERDOSE PREVENTION**

These grants were awarded to seven Virginia localities where opioid overdose death rates among Black residents increased by more than 100% between 2019 and 2023, based on data from the Virginia Department of Health. Funds support focused strategies such as harm reduction, prevention, treatment access, and community-based outreach in areas experiencing the greatest disparities.

The 2025 awards also reflect a balanced approach—renewing proven, effective programs while launching new initiatives to address emerging needs. Together, these investments reinforce the Authority’s commitment to equity, evidence-based solutions, and measurable impact, ensuring opioid settlement dollars are directed where they can save lives and strengthen communities.

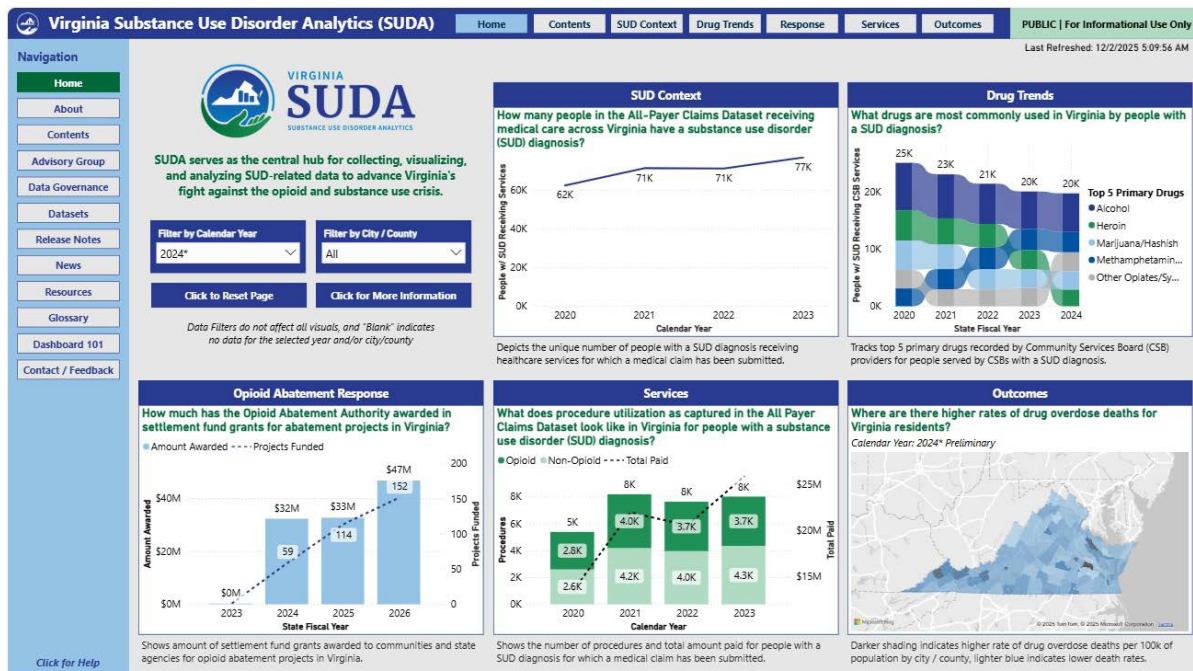


## **A New Home for Recovery and Renewal**

Community partners celebrated the grand opening of The Recovery Hub in Galax and the graduation of participants from the Recovery Court Program on December 10, 2024. The Hub is a collaborative effort among the City of Galax, Carroll and Grayson Counties, Mount Rogers Community Services Board, local circuit courts, and regional recovery communities. Funded entirely through opioid settlement funds in partnership with the Virginia Opioid Abatement Authority, with no taxpayer dollars used, the Recovery Hub provides a safe, supportive space for holistic recovery, helping individuals build sustainable, sober, and productive lives.

# Data-Driven Insights for Virginia's Substance Use Crises

As opioid and substance use disorders continue to affect communities across the Commonwealth, the Virginia Opioid Abatement Authority (OAA) has strengthened Virginia's response through the launch of new public data dashboards within the Substance Use Data Analytics (SUDA) platform. This milestone represents a significant advancement in the Commonwealth's ability to use data to guide effective, targeted, and timely interventions.

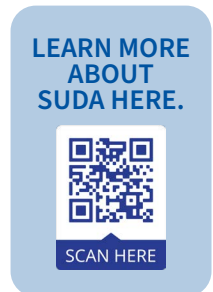


SUDA integrates substance use-related data from multiple state and local partners into a single, secure platform—providing a more comprehensive view of trends, service availability, and emerging needs. By improving access to reliable, actionable data, the platform supports informed decision-making and collaboration among policymakers, public health leaders, researchers, and community stakeholders.

The public-facing SUDA dashboards offer immediate, no-approval-required access to high-level insights on substance use trends across Virginia. These dashboards promote transparency and empower communities to better understand local challenges, support prevention and harm reduction strategies, and inform recovery-focused initiatives.

In addition to public access, SUDA provides secure, restricted dashboards for approved agency users and researchers who require more detailed or sensitive information. This tiered access model ensures strong privacy and ethical safeguards while enabling deeper analysis to support policy development, program evaluation, and cross-agency coordination.

Through SUDA, the OAA continues to demonstrate leadership in leveraging data and analytics to improve outcomes, reduce disparities, and strengthen the Commonwealth's response to substance use disorder.







Credit official photographer: Lori Massengill, Office of Governor Glenn Youngkin

## Honoring Community-Driven Impact

### The Grove on Patterson: Supported with an OAA Grant of \$225,472

The Grove on Patterson is a pioneering recovery house providing 24/7 residential support for pregnant women and new mothers navigating substance use recovery. By offering a safe, supportive environment that allows women to remain with their children during treatment, The Grove addresses a critical gap in care—one that too often forces families apart during recovery.

For their work, The Grove was among 11 Virginians and organizations honored at the 2025 Governor’s Volunteerism & Community Service Awards, recognized for service and leadership that are strengthening communities and improving lives across the Commonwealth. The Grove earned the Community Organization award.

“Volunteerism is where compassion turns into action,” said Janet V. Kelly, Secretary of Health and Human Resources and a member of the Virginia Opioid Abatement Authority Board. “Every act of service—whether mentoring a child, helping a neighbor, or caring for those in need—strengthens the fabric of our communities. These honorees remind us that government can build programs, but it is people who bring hope.”

**VOLUNTEERISM  
IS WHERE  
COMPASSION  
TURNS INTO  
ACTION.**

The Grove model is the result of a powerful community collaboration. The Grove delivers a comprehensive, wraparound approach that integrates medical treatment, peer recovery support, social services, financial literacy education, and legal guidance related to custody and family stability.

In a region disproportionately impacted by substance use and fentanyl, The Grove on Patterson stands as both a beacon of hope and a model for community-driven solutions. Its work demonstrates what is possible when compassion, innovation, and collaboration converge to meet complex needs—ensuring women and their families have the opportunity to heal, thrive, and stay together.



## Investing in Youth Recovery and Mental Health

Providence District Supervisor Dalia Palchik visited Fairfax County's Youth Medication-Assisted Treatment (YMAT) Clinic at the Sharon Bulova Center for Community Health in 2025, presenting a proclamation recognizing May as Mental Health and Youth Mental Health Awareness Month. The YMAT program, supported in FY2025 through opioid settlement direct distribution funds and transitioning to Virginia Opioid Abatement Authority individual share funding in FY2026, provides evidence-based treatment for adolescents ages 12–18, with expanded services planned for transitional-age youth. The visit highlighted the clinic's role in advancing youth-focused recovery, behavioral health care, and prevention across Fairfax County.

## Opening Doors to Recovery

Community leaders gathered for the ribbon cutting at SECOR, a newly renovated and state-licensed residential treatment facility in the Town of Lebanon. The 14,000-square-foot facility represents a collaborative effort between Russell County (fiscal agent) and Tazewell County, made possible through nearly \$2 million in funding from the Virginia Opioid Abatement Authority. Since opening on August 1, 2024, SECOR has operated at full capacity, providing 75 beds for treatment and re-entry services for individuals transitioning from the Department of Corrections, strengthening pathways to recovery and reintegration across Southwest Virginia.



# Highlights of Projects: OAA Funds in Action

## OAA's Northern Region

### Orange County

**Project:** EpIC Planning Grant and Orange County Opioid Response Coordinator

**Purpose:** Strengthen data-informed, community-led opioid response planning and coordination.

**Impact:** The EpIC planning grant re-established the Orange County Epidemic Intelligence Council, which conducted a countywide needs assessment. Findings directly supported creation of the opioid response program coordinator position. The coordinator now leads the council and oversees Recovery is EpIC events countywide, including naloxone and fentanyl test strip distribution and community awareness initiatives.

### Frederick County

**Project:** Northwest Regional Adult Detention Center MAT Program

**Purpose:** Expand access to treatment for justice-involved individuals with substance use disorder.

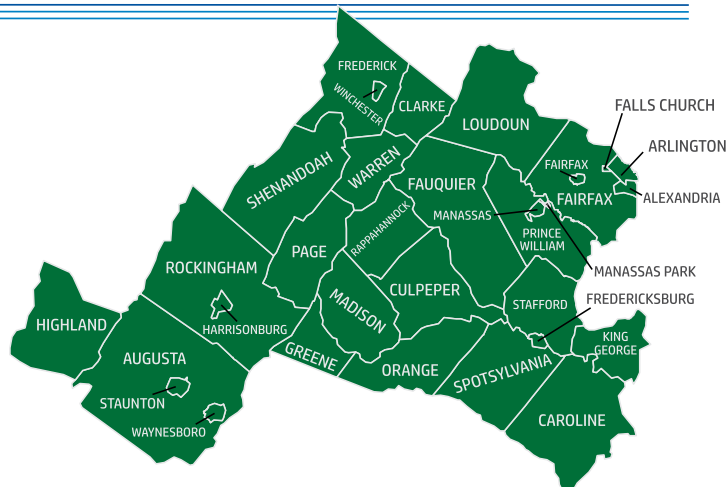
**Impact:** Provides medication-assisted treatment (MAT) and counseling services within the regional jail, supporting recovery, continuity of care, and improved health outcomes for incarcerated individuals.

### Culpeper County

**Project:** Culpeper County Recovery Court

**Purpose:** Provide structured treatment and accountability for individuals with substance use-related offenses.

**Impact:** The Recovery Court serves eligible individuals with substance use-driven felony charges and certain non-violent offenses. In the first half of 2025 the program supported 10 graduates and 17 active participants, helping participants stabilize, recover, and reduce recidivism.



### Warren County

**Project:** Student Union Center & Reaching Out Now Program

**Purpose:** Prevent substance use among youth through early intervention and education.

**Impact:** Established a student union center and implemented Reaching Out Now, an evidence-informed after-school prevention program. The initiative engages students in prevention education, social and life skills development, and access to behavioral health supports.

### Waynesboro City

**Project:** River Ridge Learning Center (Recovery High School)

**Purpose:** Support students in recovery through a dedicated academic environment.

**Impact:** Opened August 2, 2025, River Ridge Learning Center is a recovery high school serving students across VDOE Superintendent's Region 5, providing academic instruction alongside recovery-focused supports to help students remain engaged in school and on a path to long-term success.

*As a clinician, I see firsthand the transformative impact that comprehensive care can have on individuals and families affected by opioid use disorder. These settlement funds allow us to support evidence-based strategies that promote healing and long-term recovery in the communities that need it most.*

*-Dr. Sarah Thomason, PharmD, Vice Chair, OAA Board of Directors*

# Highlights of Projects: OAA Funds in Action

## OAA's Central Region

### Charlottesville City

**Project:** Central Virginia Specialty Docket Enhancement Project

**Purpose:** Strengthen recovery-focused court services through expanded coordination and peer support.

**Impact:** This project expanded services provided by Offender Aid & Restoration through its Specialty Docket recovery court by establishing dedicated peer recovery support services and implementing a regional specialty docket administrator role. Key staffing milestones in 2025 included hiring the regional specialty docket coordinator in January and a peer recovery support team manager in April—enhancing service coordination, participant support, and program effectiveness.



### Charlottesville City

**Project:** City Naloxone Distribution

**Purpose:** Increase community access to life-saving overdose reversal medication.

**Impact:** This initiative expanded access to naloxone by installing or updating AED and bloodborne pathogen boxes at 65 locations across the City of Charlottesville, ensuring naloxone is readily available in high-traffic and public-access settings to support rapid overdose response.

## OAA's Eastern Region

### Accomack County

**Project:** Eastern Shore Community Services Board (ESCSB) Expansion Project

**Purpose:** Expand access to behavioral health and substance use services on the Eastern Shore.

**Impact:** Launched in 2024, this project exceeded expectations across the majority of its approved performance measures. All but three measures significantly surpassed original projections, demonstrating strong program reach and effectiveness. Areas identified for continued focus include connecting adults to housing, employment, and education or job training, helping inform future service alignment and resource planning.



### Newport News City

**Project:** Newport News Jail-Based MAT Services

**Purpose:** Provide treatment and mental health support to justice-involved individuals with substance use disorder.

**Impact:** Awarded in 2025, this initiative met or exceeded all six approved performance measures. Notably, the number of individuals provided professional mental health care while incarcerated far exceeded expectations, reaching 950 individuals compared to an original projection of 200. These outcomes were achieved despite operating with only one of two planned staff positions filled, highlighting strong program efficiency and impact.

### Gloucester County

**Project:** Subsidized MOUD Treatment

**Purpose:** Increase access to medication for opioid use disorder (MOUD) through financial assistance.

**Impact:** This project exceeded expectations on three of four approved performance measures, expanding treatment access for residents who may otherwise face financial barriers to care and supporting sustained recovery efforts within the community. According to research, for every dollar spent on MAT/MOUD services, there is a reduction in criminal justice and healthcare costs. They estimate that the community has benefited in reduced costs of a minimum of \$35,056 given the amount spent during the latter half of 2025 alone (\$8,764).

# Highlights of Projects: OAA Funds in Action

## OAA's Western Region

### Grayson County

**Project:** Recovery Court: Enhancements & New Components

**Purpose:** Strengthen recovery-focused court services and improve outcomes for justice-involved individuals with substance use disorder.

**Impact:** During FY25, the Recovery Court program met all approved performance measures, reflecting effective program delivery and continued progress in supporting participant recovery and accountability. These outcomes highlight the value of a holistic approach that blends evidence-based treatment with physical activity and peer services.

### Russell County

**Project:** 90-Day Community Residential Program, "SECOR"

**Purpose:** Provide structured residential treatment and reentry support for individuals with substance use disorder.

**Impact:** In its first year of operation (FY25), the program met all 35 approved performance measures, demonstrating strong performance and effective service delivery. Based on these outcomes, the program has been encouraged by the Virginia Department of Corrections to pursue future expansion to increase bed capacity. The facility is equipped to house 75 residents at the present time with a five-year plan to add 25 additional beds. The project has shown success in not only working with their local community but serving individuals from adjacent localities.

### Russell County / Dickenson County

**Project:** Recovery Residences

**Purpose:** Support stable housing and recovery for individuals involved in the criminal justice system.

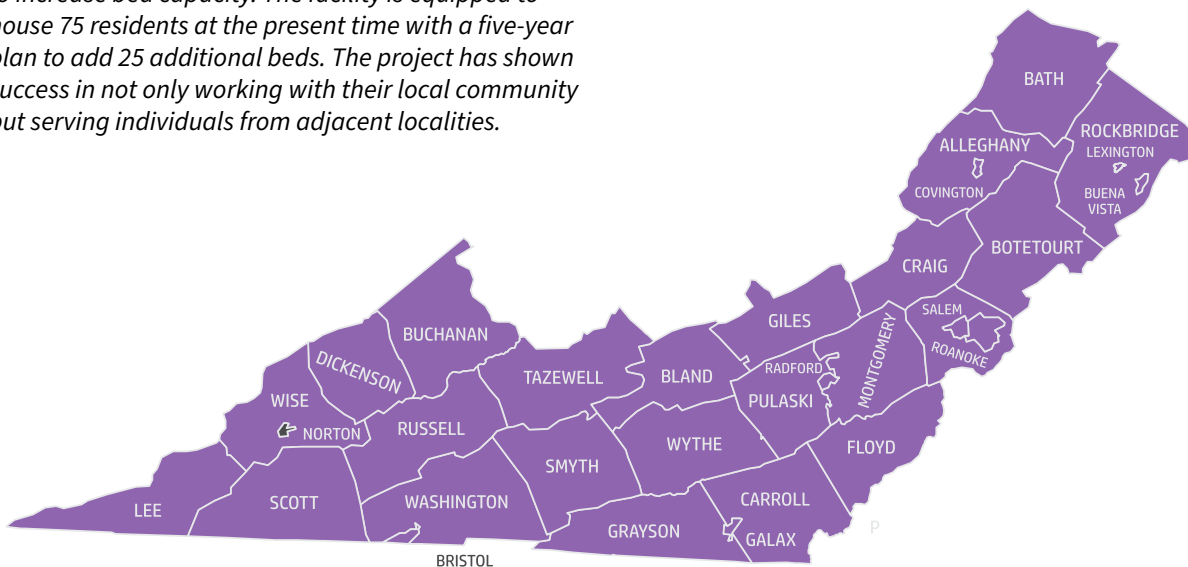
**Impact:** The program showed solid progress across all performance measures, with several measures exceeded for justice-involved participants. These outcomes highlight the importance of recovery housing as a foundation for sustained treatment and successful reentry. The SWVA Recovery Residences initiative reached its goal of 46 total beds. Each residence was successfully certified by VARR and included on the list of DBHDS' Approved Recovery Residences in FY25.

### Roanoke City

**Project:** Restoration Housing, "Grove on Patterson"

**Purpose:** Provide recovery-oriented housing to support long-term stability and independence.

**Impact:** Renovations to the house were completed in April 2025 with first residents accepted soon after. At the time of this annual report, the facility was at 75% occupancy with six infants born while mothers were in treatment.



# Highlights of Projects: OAA Funds in Action

## OAA's Western Region (cont.)

### Roanoke City

**Project:** Certified Peer Recovery Specialists

**Purpose:** Expand peer-based support services for individuals in recovery.

**Impact:** *The program met all approved performance measures for FY25, strengthening access to peer recovery support and enhancing engagement in treatment and recovery services. The program demonstrated strong performance across all key measures for FY25 with a couple exceeding expectations – strengthening access to peer recovery support and enhancing engagement in treatment and recovery services.*

### Smyth County

**Project:** Smyth County Recovery Court Program

**Purpose:** Provide treatment-focused alternatives to incarceration for individuals with substance use disorder.

**Impact:** *The program made strong progress across all performance measures, with several exceeding expectations, reflecting effective implementation and positive participant outcomes.*

### Wythe County

**Project:** Wythe County Public Schools: Substance Abuse Prevention Specialist

**Purpose:** Prevent substance use through early education and intervention.

**Impact:** *The program delivered prevention and education services to more than 1,000 students, expanding awareness, building protective skills, and strengthening prevention efforts across the school system.*



## Building Stability Through Recovery Housing

Mount Rogers Community Services celebrated the groundbreaking of a new quadplex in Wytheville, developed in partnership with Open Door Community. Funded by a Virginia Opioid Abatement Authority grant supported by opioid settlement funds, the apartments will provide stable, supportive housing for adults in active recovery following completion of treatment. As the third of four recovery housing projects in the region, the quadplex advances efforts to address housing insecurity and help individuals reintegrate as employed, engaged members of the community.

# Commonwealth Opioid Abatement and Remediation (COAR) Fund

The Commonwealth Opioid Abatement and Remediation (COAR) Fund was established in the Code of Virginia (§ 2.2-2377) to receive the Commonwealth’s share of opioid settlement funds arising from consumer protection claims related to the manufacturing, marketing, distribution, or sale of opioids. These funds originate from settlements, judgments, verdicts, or other court orders associated with opioid litigation.

COAR Fund resources are appropriated through the Virginia budget and are restricted exclusively to opioid abatement and remediation efforts. Consistent with statutory requirements, agencies receiving COAR funds are expected—where practicable—to implement and maintain performance measures documenting the use and impact of these resources. Upon request, this information is provided to the Virginia Opioid Abatement Authority (OAA) to support transparency, accountability, and oversight.

The table below summarizes COAR Fund appropriations to date. Beginning in FY25, the OAA formally requested and began tracking performance measures associated with these appropriations to further strengthen data-driven evaluation and reporting.

Agency	Purpose	FY 2025 Appropriation* (COAR Fund, NGF)	FY 2025 Expenditures (COAR Fund, NGF)
Department of Health (601)	Opioid Overdose Reversal Agent Program	\$8,000,000	\$0.00 <sup>(1)</sup>
Department of Health (601)	Opioid Reversal Agents and Test Kits	\$5,519,145	\$1,705,585.44 <sup>(2)</sup>
Department of Health (601)	Fentanyl Waste Water Testing	\$400,000	\$0.00 <sup>(3)</sup>
Department of Criminal Justice Services (140)	Jail-Based Substance Use Disorder Treatment and Transition Fund	\$2,000,000	\$30,169.00 <sup>(4)</sup>
Virginia Foundation for Healthy Youth (852)	Marketing Efforts for Opioid Crisis	\$500,000	\$500,000.00 <sup>(5)</sup>
Virginia Information Technologies Agency (136)	State Agency Opioid Data (Substance Use Data Analytics Platform)	\$3,000,000	\$629,578.16 <sup>(6)</sup>
<b>Total</b>		<b>\$19,419,145</b>	<b>\$2,865,332.60</b>

(1) Agency reported no expenditures for this purpose.

(2) Of the total, \$1,680,185.52 was used for the purchase and distribution of naloxone and \$25,400.02 for high-dose naloxone.

(3) Agency reported no expenditures for this purpose.

(4) DCJS awarded grants to 15 localities and regional jails totaling \$1.8 million. Five grantees submitted claims (Virginia Peninsula Regional Jail; Frederick County; Middle River Regional Jail; Northern Neck Regional Jail; and RSW Regional Jail Authority) for reimbursement, totaling \$30,169.

(5) Used to expand the "It Only Takes One" fentanyl awareness campaign, including website and related content previously piloted in Roanoke City, across the Commonwealth.

(6) Reflects payments to Gartner Consulting for substance use disorder analytics system needs assessment and VITA and contract staff payroll cost allocation.

\*Chapter 725, 2025 Acts of Assembly, Regular Session



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**Virginia Opioid Abatement Authority**

701 East Franklin Street, Suite 803

Richmond, Virginia 23219

[info@voaa.us](mailto:info@voaa.us)

[voaa.us](http://voaa.us)



# Russell County Virginia

“The Heart of Southwest Virginia”

Andrew Hensley  
District 1

Steve Breeding  
District 5

Lou Ann Wallace  
District 2

David Eaton, Chairman  
District 4

Nathan Kiser  
At-Large

Tara Dye  
District 3

Rebecca Dye, Vice-Chairman  
District 6

Lonzo Lester  
County Administrator

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## RUSSELL COUNTY VIRGINIA DECLARATION OF EMERGENCY RESOLUTION

At a regular board meeting of the Board of Supervisors of Russell County, Virginia, held at Russell County Government Center on February 9, 2026, declaring a local emergency existed on January 24, 2026, in Russell County, Virginia and authorized Russell County Emergency Management and county agencies to be ready to assist and respond to residents and motorists.

**WHEREAS**, the Board of Supervisors of Russell County, Virginia, does hereby finds as follows:

1. Due to the occurrence of Russell County, it is facing a condition of extreme peril to the lives, safety, and property of the residents of Russell County;
2. A result of this extreme peril, the proclamation of the existence of an emergency is necessary to permit the full powers of government to deal effectively with this condition of peril.

**NOW, THEREFORE, BE IT HEREBY PROCLAIMED** by the Board of Supervisors of Russell County, Virginia, that a local emergency now exists throughout Russell County; and

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of this emergency the powers, functions, and duties of the Director and Coordinator of Emergency Management and the Emergency Management organization and functions of Russell County shall be those prescribed by the laws of the Commonwealth of Virginia and the ordinances, resolutions, and approved Emergency Operations Plans of Russell County in order to mitigate the effects of said emergency.

**WHEREAS**, on January 22, 2026, Governor Spanberger declared a state of emergency to exist for the Commonwealth of Virginia based on National Weather Service forecasts that indicate a severe winter storm with significant snow, along with sleet, ice, freezing rain, and temperatures below freezing for several days that could cause transportation difficulties and power outages.

The health and general welfare of the citizens of the Commonwealth require that state action be taken to help alleviate the conditions caused by this situation. The effects of this storm constitute a disaster wherein human life and public and private property are imperiled, as described in § 44-146.16 of the *Code of Virginia*. Therefore, by virtue of the authority vested in me by Article V, Section 7 of the Constitution of Virginia, and §§ 44-146.17 and 44-75.1 of the *Code of Virginia*, as Governor and Director of Emergency Management and Commander-in-Chief of the Commonwealth's Armed Forces, I proclaim a state of emergency. Accordingly, I direct state and local governments to render appropriate assistance to prepare for this event, to alleviate any conditions resulting from the situation, and to implement recovery and mitigation operations and activities so as to return impacted areas to pre-event conditions as much as possible. Emergency services shall be conducted in accordance with § 44-146.13 et seq. of the *Code of Virginia*.

Following a declaration of a local emergency pursuant to § 44-146.21 of the *Code of Virginia*, if a local governing body determines that evacuation is deemed necessary for the preservation of life or other emergency mitigation, response, or recovery, pursuant to § 44-146.17(A)(1) of the *Code of Virginia*, I direct the evacuation of all or part of the populace therein from such areas and upon such timetable as the local governing body, in coordination with the VEOC, acting on behalf of the State Coordinator of Emergency Management, shall determine. Notwithstanding the foregoing, I reserve the right to direct and compel evacuation from the same and different areas and determine a different timetable both where local governing bodies have made such a determination and where local governing bodies have not made such a determination. Violations of any order to citizens to evacuate shall constitute a violation of this Executive Order and are punishable as a Class 1 misdemeanor.

This Executive Order also covers preparatory actions for this event that began on January 22, 2026.

### **Directive**

In order to marshal all public resources and appropriate preparedness, response, and recovery measures, Governor Spanberger ordered the following actions:

1. Implementation by state agencies of the Commonwealth of Virginia Emergency Operations Plan, as amended, along with other appropriate state plans.
2. Activation of the Virginia Emergency Operations Center and the Virginia Emergency Support Team, as directed by the State Coordinator of Emergency Management, to coordinate the provision of assistance to state, local, and tribal governments and to facilitate emergency services assignments to other agencies; activation of the Emergency Management Assistance Compact § 44-146.28:1 of the Code, as needed.
3. Authorization for the heads of executive branch agencies, on behalf of their regulatory boards as appropriate, and with the concurrence of their Cabinet Secretary, to waive any state requirement or regulation, and enter into contracts without regard to normal procedures or formalities, and without regard to application or permit fees or royalties. All waivers issued by agencies shall be posted on their websites.
4. Activation of § 59.1-525 et seq. of the Code related to price gouging.
5. Authorization of a maximum of \$2,750,000 in state sum sufficient funds for state and local government mission assignments and state response and recovery operations authorized and coordinated through the Virginia Department of Emergency Management allowable by The Stafford Act, 42 U.S.C. § 5121 et seq. Included in this authorization is \$1,000,000 for the Department of Military Affairs. Within 60 days of the expiration of the Executive Order, an accounting of all expenses shall be submitted to the Director of the Department of Planning and Budget.
6. Activation of the Virginia National Guard to State Active Duty.

### **Effective Date of this Executive Order**

This Executive Order shall be effective January 22, 2026, and shall remain in full force and effect for 45 days pursuant to § 44-146.17(A)(1) of the Code, unless sooner amended or rescinded by further executive order.

Termination of this Executive Order is not intended to terminate any federal type benefits granted or to be granted due to injury or death as a result of service under this Executive Order.

**NOW, THEREFORE, BE IT RESOLVED** by the Russell County Board of Supervisors based upon the actions, responses, and situation reports of Russell County Emergency Management resulting from winter storms, that justifies and, as such, authorizes the county to declare a local emergency for the local emergency conditions that have existed since January 24, 2026.

**NOW THEREFORE, IT IS HEREBY PROCLAIMED** that the Russell County Board of Supervisors consents to the declaration of emergency by the Director of Emergency Management and the emergency now exists throughout Russell County; and

**IT IS FURTHER PROCLAIMED AND ORDERED THAT** the Russell County Emergency Operations Plan is now in effect.

Dated: February 9, 2026

Board of Supervisors, Russell County, VA

David Eaton, District 4, *Chairman*

Rebecca Dye, District 6, *Vice-Chair*

Andrew Hensley, District 1

Lou Ann Wallace, District 2

Tara Dye, District 3

Steve Breeding, District 5

Nate Kiser, District At-Large

Attest:

Lonzo Lester, Jr., *Clerk, Board of Supervisors*  
Russell County, Commonwealth of Virginia



Commonwealth of Virginia  
Office of the Governor

## Executive Order

### **NUMBER ELEVEN (2026)**

#### **DECLARATION OF A STATE OF EMERGENCY DUE TO SEVERE WINTER WEATHER**

##### **Importance of the Issue**

On January 22, 2026, I declare a state of emergency to exist for the Commonwealth of Virginia based on National Weather Service forecasts that indicate a severe winter storm with significant snow, along with sleet, ice, freezing rain, and temperatures below freezing for several days that could cause transportation difficulties and power outages.

The Virginia Emergency Operations Center (“VEOC”) has been actively monitoring the movement of severe winter weather heading toward Virginia, with the anticipated arrival of the most severe impacts on Saturday, January 24, 2026, and into Sunday, January 25, 2026. Accordingly, the pre-positioning of response assets and supplies will be necessary to assist our local and state partners. The Virginia Emergency Support Team will activate for this incident.

The health and general welfare of the citizens of the Commonwealth require that state action be taken to help alleviate the conditions caused by this situation. The effects of this storm constitute a disaster wherein human life and public and private property are imperiled, as described in § 44-146.16 of the *Code of Virginia*. Therefore, by virtue of the authority vested in me by Article V, Section 7 of the Constitution of Virginia, and §§ 44-146.17 and 44-75.1 of the *Code of Virginia*, as Governor and Director of Emergency Management and Commander-in-Chief of the Commonwealth's Armed Forces, I proclaim a state of emergency. Accordingly, I direct state and local governments to render appropriate assistance to prepare for this event, to alleviate any conditions resulting from the situation, and to implement recovery and mitigation operations and activities so as to return impacted areas to pre-event conditions as much as possible. Emergency services shall be conducted in accordance with § 44-146.13 et seq. of the *Code of Virginia*.

Following a declaration of a local emergency pursuant to § 44-146.21 of the *Code of Virginia*, if a local governing body determines that evacuation is deemed necessary for the preservation of life or other emergency mitigation, response, or recovery, pursuant to § 44-146.17(A)(1) of the *Code of Virginia*, I direct the evacuation of all or part of the populace therein from such areas and upon such timetable as the local governing body, in coordination with the VEOC, acting on behalf of the State Coordinator of Emergency Management, shall determine. Notwithstanding the foregoing, I reserve the right to direct and compel evacuation from the same and different areas and determine a different timetable both where local governing bodies have made such a determination and where local governing bodies have not made such a determination. Violations of any order to citizens to evacuate shall constitute a violation of this Executive Order and are punishable as a Class 1 misdemeanor.

This Executive Order also covers preparatory actions for this event that began on January 22, 2026.

### **Directive**

In order to marshal all public resources and appropriate preparedness, response, and recovery measures, I order the following actions:

1. Implementation by state agencies of the Commonwealth of Virginia Emergency Operations Plan, as amended, along with other appropriate state plans.
2. Activation of the Virginia Emergency Operations Center and the Virginia Emergency Support Team, as directed by the State Coordinator of Emergency Management, to coordinate the provision of assistance to state, local, and tribal governments and to facilitate emergency services assignments to other agencies; activation of the Emergency Management Assistance Compact § 44-146.28:1 of the *Code of Virginia* as needed.
3. Authorization for the heads of executive branch agencies, on behalf of their regulatory boards as appropriate, and with the concurrence of their Cabinet Secretary, to waive any state requirement or regulation, and enter into contracts without regard to normal procedures or formalities, and without regard to application or permit fees or royalties. All waivers issued by agencies shall be posted on their websites.
4. Activation of § 59.1-525 et seq. of the *Code of Virginia* related to price gouging.
5. Authorization of a maximum of \$2,750,000 in state sum sufficient funds for state and local government mission assignments and state response and recovery operations authorized and coordinated through the Virginia Department of Emergency Management, allowable by The Stafford Act, 42 U.S.C. § 5121 et seq. Included in this authorization is \$1,000,000 for the Department of Military Affairs.

6. Activation of the Virginia National Guard to State Active Duty.

**Effective Date of this Executive Order**

This Executive Order shall be effective January 22, 2026, and shall remain in full force and effect for 30 days pursuant to § 44-146.17(A)(1) of the *Code of Virginia*, unless sooner amended or rescinded by further executive order.

Termination of this Executive Order is not intended to terminate any federal-type benefits granted or to be granted due to injury or death as a result of service under this Executive Order.

Given under my hand and under the Seal of the Commonwealth of Virginia, this 22nd day of January 2026.



Handwritten signature of Abigail D. Spanberger in black ink.

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Abigail D. Spanberger, Governor

Attest:

Handwritten signature of Jennifer B. Moon in black ink.

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Jennifer B. Moon, Secretary of the Commonwealth

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

THIS AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between Cumberland Plateau Regional Waste Management Authority (hereinafter referred to as the "Authority") and the County of Russell, Virginia, a political subdivision of the Commonwealth of Virginia, (hereinafter referred to as "County").

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

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

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

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

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

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

**REPRESENTATIONS AND CERTIFICATIONS**

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

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

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

#### AUTHORITY AND COUNTY OBLIGATIONS

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

#### QUALITY OF SERVICE ON PERSONNEL/PERFORMANCE EVALUATION

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



## SCOPE OF SERVICE CONTRACTOR OBLIGATIONS

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

## TERM OF CONTRACT

This Agreement shall be effective as of the 5<sup>th</sup> day of April, 2026. The initial term of this Agreement shall be one (1) year commencing on the 5<sup>th</sup> day of April, 2026. The term of this Agreement shall extend for an additional one-year, upon the same terms and conditions as herein, unless either party elects to cancel this Agreement by three (3) months written notice to the other party prior to the end of this term or of any hold over term.

## NONDISCRIMINATION

The County shall not discriminate against any person because of race, sex, age, creed, color, religion, natural origin or handicap.

## INSURANCE

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

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

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

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

## COVID-19, PANDEMIC AND EPIDEMIC POLICY

The parties agree to adopt the Covid-19, Pandemic and Epidemic Policy (Policy) attached hereto and incorporated by reference herein as Exhibit "B" for transfer station employees. The Policy is in effort to reduce workplace hazards by the prevention and mitigation of the spread of Covid-19 or other illness identified as a pandemic or epidemic, in accordance to Virginia Department of Labor and Industry guidelines.

## DEFAULT

Except as otherwise provided herein, if either party defaults in the performance of any of the warranties, covenants or conditions contained herein for thirty (30) days after the other party has given the defaulting party written notice of such default and the party defaulting shall not have commenced to cure such default within said period and to pursue diligently the completion thereof, the other party may: (i) terminate this Agreement as of any date at least thirty (30) days after the last day of the thirty (30) day period; (ii) cure the default at the expense of the defaulting party and (iii) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right for all damage or loss suffered as a result of such default and termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default. In the event that in the exercise of due diligence during the aforesaid thirty (30) day period such cure cannot reasonably be effected or completed, such cure period shall be extended to include such additional time as is reasonably necessary to effect or complete such cure provided the defaulting party exercises continuous diligent efforts to cure such default during such extended period.

## GENERAL PROVISIONS

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

operators as approved by the Virginia Department of Professional and Occupational Regulation Board during daily operations.

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

From and after the date of this Agreement, the County's performance hereunder may be suspended, and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the County. Such causes may include, by way of example and not limitation, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage, lack of adequate fuel, power or raw materials, judicial, administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by the Agreement; national defense requirements; labor strike, lockout or injunction.

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

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

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

All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed to the Cumberland Plateau Regional Waste Management Authority, 135 Highland Drive Suite C, Lebanon, VA 24266, or addressed to Russell County Board of Supervisors, 137 Highland Drive, Lebanon, VA 24266.

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2026, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

CUMBERLAND PLATEAU REGIONAL  
WASTE MANAGEMENT AUTHORITY

**BY:** \_\_\_\_\_  
Chairman of the Authority

STATE OF VIRGINIA, AT  
LARGE, to-wit:

Subscribed and acknowledged to before me by Andrew Hensley, Chairman of Cumberland Plateau Regional Waste Management Authority, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

RUSSELL COUNTY BOARD OF SUPERVISORS

**BY:** \_\_\_\_\_  
Chairman of Russell County Board of Supervisors

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Chairman of the Russell County Board of Supervisors this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**BY:** \_\_\_\_\_  
County Administrator

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Administrator for Russell County, Virginia, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**APPROVED AS TO FORM**

\_\_\_\_\_  
County Attorney for Russell County

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Attorney for Russell County, Virginia, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

**INSURANCE COVERAGE RIDER**

COVERAGES Workmen's

LIMITS OF LIABILITY

Compensation Employer's

Statutory

Liability

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

Excess Umbrella Liability

\$1,000,000 each occurrence

## **EXHIBIT B**

### **CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY**

#### **Transfer Staff COVID-19, Pandemic and Epidemic Policy**

##### Reason for policy:

Due to declining infection rates, increases in vaccination and natural immunity within the general population, the Virginia Safety and Health Codes Board revoked Virginia's Covid-19 workplace safety standards effective March 23, 2022. Therefore, employers no longer need to comply with the requirements of the previous Emergency Temporary Standard for Infectious Disease Prevention but are still required to provide a healthy workplace free from hazards. The Cumberland Plateau Regional Waste Management Authority (the "Authority") seeks to comply with this requirement and the newly created Virginia Safety and Health Code Guidelines for Covid-19 as well as establish a policy to address other diseases identified by the Center for Disease Control ("CDC") as a pandemic or an epidemic within the region.

##### Definitions and Terms:

Terms as used in this policy have the same meaning as defined under the "Guidance to Employers to Mitigate the Risk of COVID-19 to Workers", unless the context clearly indicates otherwise. Said definitions are readily available on the Virginia Department of Labor and Industry website at <https://www.doli.virginia.gov/vosh-programs-coronavirus-covid-19-resources/> and [https://www.doli.virginia.gov/wp-content/uploads/2022/06/DOLI-Guidance-for-Employers-to-Mitigate-the-Risk-of-COVID-19-to-Workers-03.01.2022\\_FINAL.pdf](https://www.doli.virginia.gov/wp-content/uploads/2022/06/DOLI-Guidance-for-Employers-to-Mitigate-the-Risk-of-COVID-19-to-Workers-03.01.2022_FINAL.pdf).

##### Policy Statement:

The Authority desires to prevent and mitigate the spread of SARS-CoV-2 which causes COVID-19, as well as other diseases identified as a pandemic or an epidemic by the Virginia Department of Health (VDH), to employees of member counties who work at Authority transfer stations. Employers and Employees shall take measures pursuant to the most recent guidance as issued by the Virginia Department of Labor and Industry (VDOLI), VDH and CDC guidelines, and such requirements as may be federally mandated to prevent spread.

#### **A. COVID-19**

##### 1. Employee Self-Assessment and Screening:



a. COVID-19

i. Self-assessment

Employees who experience signs and symptoms of COVID-19, are encouraged to stay home and seek advise on testing and treatment from their physician

ii. Positive Test Result

Employees who test positive for COVID-19 should stay home and shall notify the Authority Executive Director and their respective member county administrator of the positive test. Executive Director and/or the member county administrator may request test results or written confirmation from a healthcare provider be forwarded to the Executive Director and/or the member county administrator for verification and which shall remain confidential employee information. The Executive director is responsible for any reporting requirements to the Virginia Department of Health or other governmental entity as may be mandated at that time.

Any subcontractor, contract employee or temporary employee is required to report a positive SARS-CoV-2 test to the Executive Director and their respective member county administrator, if they were present at the work site within the previous 24 hours from the date of the positive test.

Employees, subcontractors, contract employees or temporary employees who test positive or who are suspected to be infected with SARS-CoV-2 virus should return to work in accordance with section 4 titled "Return to Work" herein. If appropriate, such employee may engage in teleworking or other form of work isolation that would not potentially expose other employees to the virus.

Any employee who reports COVID-19 symptoms upon arrival at work should return home to self-isolate and/or seek healthcare as appropriate for his or her circumstance. The employee should isolate from other employees and wear a face mask or covering while at the workplace.

2. Sick Leave and Staggered Shifts

a. Sick Leave

All prior sick leave policies shall remain in effect in accordance with the employee's respective member county personnel policy. Additional sick leave may apply if mandated through state or federal laws or executive orders.

b. Staggered Shifts

When feasible and necessary to limit contact, staggered shifts may be developed and utilized.

### 3. Work Procedures to Prevent Infectious Spread

Given the nature of job tasks at transfer stations, engineering and administrative controls are not feasible. Therefore, employees will be provided appropriate Personal Protective Equipment (PPE) and are encouraged, but not required, to get the COVID-19 vaccine/booster. In addition, the work site shall observe distancing or occupancy limits in any applicable Virginia Executive Order. Areas at the worksite where known or suspected to be infected employees or other persons accessed or worked shall be cleaned and disinfected prior to allowing employees access to the areas. All common areas to include bathrooms, frequently touched surfaces, and doors shall be cleaned and disinfected.

### 4. Return to Work

Employees and Employers shall follow the most recent guidelines for return to the workplace. For Covid-19, the most recent may be accessed on the CDC website at <https://www.cdc.gov/coronavirus/2019-ncov/your-health/isolation.html>.

### 5. Notifying Employees and Employers of Workplace Exposures

When an employee, subcontractor, contract employee or temporary employee who was present at the work site within the previous 24 hours from the date of a positive test, the Executive Director in conjunction with the member county administrator shall notify the following persons or entities, while maintaining confidentiality of the identity of the infected employee in accordance with the American Disabilities Act (ADA):

1. Other employees who may have been exposed, within 24 hours of discovery of the employees' possible exposure;
2. Employers whose employees were present at the work site during the same time period, within 24 hours of discovery of the employee's possible exposure;
3. Building or facility owner, if applicable, within 24 hours of discovery of the employee's possible exposure;
4. The Virginia Occupational Safety and Health Administration as required by regulations part 1904 (COVID-19 infections and deaths).

The Executive Director may voluntarily report Covid-19 outbreaks to the VDH within 24 hours of the discovery of three or more employees present at the place of employment within a 14-day period testing positive for SARS-CoV-2 virus during that 14-day time period. The Executive Director shall follow reporting mandates as may be updated or implemented.

### **B. Diseases Other than Covid-19 Classified as a Pandemic or an Epidemic.**

1. Employer and Employee shall follow the most recent state and federal mandates or guidelines, including those in an executive order for a pandemic or

epidemic illness other than Covid-19, pertaining to screening, testing, return to work and workplace safety. Employer and Employee shall default to applicable guidelines under VOSH, VDH and CDC relating to workplace safety, PPE, distancing, masking, return to work, reporting, screening, training, sick leave and other aspects related to the illness and workplace. Any policy mandated under federal or state law will be developed into a written policy, as may be required.

2. The Executive Director will identify and document sources of exposure to workers to include: 1) who is at risk; 2) how it can be spread; and 3) the areas of greatest exposure.

3. Employer shall implement an infection control plan that includes:

a. Cleaning procedures and appropriate Environmental Protection Agency (EPA) disinfectants, such procedures and disinfectant use as recommended by CDC or VOSH.

b. Encourages employees to wash hands frequently.

4. Employer shall promptly identify and isolate employees who are sick and symptomatic for the disease.

a. As deemed appropriate by Employer or mandated, Employer will pre-screen for the illness.

b. Designate a person to respond to a potentially infected individual, using necessary PPE in so responding.

c. Attempt to isolate the sick employee from other employees.

5. Workplace Protections:

a. Employer will encourage employees who are positive for the illness to stay home, returning to work pursuant to guidelines issued by the CDC.

b. Employer shall encourage social distancing where feasible.

6. Sick Leave

a. All prior sick leave policies shall remain in effect in accordance with the employee's respective member county personnel policy. Additional sick leave may apply if mandated through state or federal laws or executive orders.

b. Staggered Shifts

When feasible and necessary to limit contact, staggered shifts may be developed and utilized.

7. Return to Work

Employee shall follow the most recent guidelines issued by the CDC for return to the workplace.

8. Notifying Employees and Employers of Workplace Exposures and Reporting.

When an employee, subcontractor, contract employee or temporary employee who was present at the work site within the previous 24 hours from the date of a positive test, the Executive Director in conjunction with the member county administrator shall notify the following persons or entities, while maintaining confidentiality of the identity of the infected employee in accordance with the American Disabilities Act (ADA):

1. Other employees who may have been exposed within a reasonable time of employee's possible exposure;
2. Employers whose employees were present at the work site during the same time period, within 24 hours of discovery of the employee's possible exposure;
3. Building or facility owner, if applicable, within 24 hours of discovery of the employee's possible exposure;
4. The Virginia Occupational Safety and Health Administration as required by regulations part 1904.

The Executive Director shall report outbreaks or deaths as may be required under any state or federal law and in compliance with VOSH mandates, as such are amended or repealed from time to time.

**C. Anti-discrimination**

No person shall be discharged or in any way discriminate against an employee because the employee has exercised rights under the safety and health provisions of this policy, Title 40.1 of the Code of Virginia, and the mandatory Virginia Occupational Safety and Health Administration (VOSH) standards for: PPE (part 1910, subpart I (e.g., 1910.132 and 133)), respiratory protection (1910.134), sanitation (1910.141), protection from blood borne pathogens (1910.1030), employee access to medical and exposure records (1910.1020), and requirements in the VOSH Administrative Regulations Manual.

No person shall be discharged or in any way discriminate against an employee who voluntarily provides and wears the employees' own PPE, including, but not limited to, a respirator, face shield, or gloves, or face covering if such equipment is not provided by the employer, provided that the PPE does not create a greater hazard to the employee or create a serious hazard for other employees.

No person shall discharge or in any way discriminate against an employee who raises a reasonable concern about infection control related to the SARS-CoV-2 virus and COVID-19 or other disease that is classified as an epidemic or pandemic to

the employer, the employer's agent, other employees, a government agency, or to the public such as through print, online, social, or other media.

Nothing in this policy shall limit an employee from refusing to do work or enter a location that the employee feels is unsafe. Employee shall not be disciplined for refusing to enter a location the employee feels is unsafe unless determined reasonable and necessary under the circumstances.

#### **D. Training**

All employees are encouraged to read this policy and the procedures herein. Employees are encouraged to maintain good sanitary work habits such as frequent hand washing and to help facilitate mitigating the spread of COVID-19 or other epidemic or pandemic disease through maintaining a healthy work environment. Employer shall provide training as mandated by state and federal law applicable to workplace safety.

#### **E. Amendment**

This policy may be amended from time to time, replaced or repealed.

#### Related Information:

1. <https://www.doli.virginia.gov/wp-content/uploads/2022/07/DOLI-Guidance-for-Employers-to-Mitigate-the-Risk-of-COVID-19-to-Workers-07.05.2022.pdf>
2. <https://www.doli.virginia.gov/vosh-programs-coronavirus-covid-19-resources/>
3. <https://www.vdh.virginia.gov/coronavirus/>
4. <https://www.vdh.virginia.gov/coronavirus/media-and-communication-resources/resources-and-support/>
5. <https://www.doli.virginia.gov/wp-content/uploads/2020/03/Coronavirus-Hazard-Alert.pdf>

## ADDENDUM TO MANPOWER AGREEMENT

This Addendum to the Manpower Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between Cumberland Plateau Regional Waste Management Authority (hereinafter referred to as the “Authority”) and the Counties of Dickenson, Buchanan and Russell in Virginia, political subdivisions of the Commonwealth of Virginia, (hereinafter referred to as “Counties”).

WHEREAS, this agreement is for the addendum of the original Manpower Agreements (hereinafter referred to as “Agreements”) between the Authority and each of the Counties; and,

WHEREAS, all terms and conditions of the original Agreement shall remain unchanged; and,

WHEREAS, the Virginia Safety and Health Codes Board adopted §16 VAC 25-220, Emergency Temporary Standard Infectious Disease Prevention: SARS-CoV-2 Virus that causes COVID-19 (the “ETS”) in order to establish requirements to control, prevent and mitigate the spread of SARS-CoV-2 to and among employees and employers; and

WHEREAS, the Authority and County seek to comply with the ETS to control, prevent and mitigate the spread of SARS-CoV-2 among employees.

Now therefore, for and in consideration of the mutual covenants contained herein and good and valuable consideration, the receipt and sufficiency which is acknowledged by the parties hereto, the parties agree to add to each Agreement the Transfer Station COVID-19 Policy, attached hereto and incorporated by reference herein as “Attachment A”, leaving all terms and conditions of the original Agreements unchanged. Said policy is to be in effect during the six months the temporary standard remains in effect within the Commonwealth and to continue if the emergency standard is replaced by permanent regulation. The parties agree and recognize the policy may require periodic modification to comply with any changes to the ETS or permanent regulation, whichever may be in effect.

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2026, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

CUMBERLAND PLATEAU REGIONAL  
WASTE MANAGEMENT AUTHORITY

**By:**

\_\_\_\_\_  
Chairman of the Authority

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by Chairman of Cumberland Plateau Regional Waste Management Authority this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

COUNTY OF DICKENSON BOARD OF  
SUPERVISORS

**By:**

---

Chairman of the Dickenson County  
Board of Supervisors

**By:**

---

County Administrator

APPROVED AS TO FORM

---

County Attorney for Dickenson County



STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Chairman of the Dickenson  
County Board of Supervisors this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County  
Administrator for Dickenson County, Virginia, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Attorney for  
Dickenson County, Virginia, this \_\_\_\_\_ day of \_\_\_\_\_,  
2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

COUNTY OF BUCHANAN BOARD OF SUPERVISORS

**By:**

\_\_\_\_\_  
Chairman of the Buchanan County  
Board of Supervisors

**By:**

\_\_\_\_\_  
County Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
County Attorney for Buchanan County

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Chairman of the Buchanan  
County Board of Supervisors this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County  
Administrator for Buchanan County, Virginia, this the \_\_\_\_\_ day  
of, \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Attorney for  
Buchanan County, Virginia, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

COUNTY OF RUSSELL BOARD OF SUPERVISORS

**By:**

\_\_\_\_\_  
Chairman of the Russell County  
Board of Supervisors

**By:**

\_\_\_\_\_  
County Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
Deputy County Attorney for Russell County

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Chairman of the Russell  
County Board of Supervisors this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County  
Administrator for Russell County, Virginia, this the \_\_\_\_\_ day of \_\_\_\_\_  
\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Attorney for  
Russell County, Virginia, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

# Russell County Virginia

“The Heart of Southwest Virginia”

**Andrew Hensley**  
District 1

**Steve Breeding**  
District 5

**Lou Ann Wallace**  
District 2

**David Eaton, Chairman**  
District 4

**Nathan Kiser**  
At-Large

**Tara Dye**  
District 3  
Administrator

**Rebecca Dye, Vice-Chairman**  
District 6

**Lonzo Lester**  
County

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February 9, 2026

Wellspring Foundation  
IMPACT Grant Review Committee

Dear Members of the Grant Review Committee,

On behalf of Russell County Board of Supervisors, we are pleased to offer this letter of support for the Clinch Valley Soil and Water Conservation District’s application to the Wellspring Foundation IMPACT Grant.

The proposed walking trail and recreational area in the Town of Lebanon, Virginia represents a meaningful investment in the health, education, and overall quality of life of our community. This project will provide residents with a safe, welcoming outdoor space that encourages physical activity, environmental education, and community engagement.

We are especially supportive of the project’s inclusive design, which includes an ADA-compliant walking trail, an additional grassed walking path, and an outdoor classroom. These features ensure that individuals of all ages and abilities—including students, seniors, and individuals with disabilities—can benefit from this space.

As an organization that serves all County residents, we recognize the importance of accessible recreational opportunities and environmental education. This project aligns well with our mission to support a healthier, more connected, and more resilient community in Lebanon and the surrounding area.

We believe this project will have lasting positive impacts by promoting wellness, encouraging outdoor learning, and strengthening community connections. We fully support the Clinch Valley Soil and Water Conservation District’s efforts and respectfully encourage the Wellspring Foundation to fund this important initiative.

Thank you for considering this application and for your continued commitment to supporting projects that enhance the well-being of rural communities.

**DIRECTORS:**

Andy Smith, Chairman  
Kelly Gilmer, Vice-Chairman  
Jason Bush, Treasurer  
Scott Jessee, VT Coop Extension  
Zac Ketron, Director

**DIRECTOR EMERITUS:**

Mike Altizer

**ASSOCIATE DIRECTORS:**

Gary Breeding  
Bill Worrell



**Clinch Valley Soil and Water  
Conservation District**

131 Highland Drive, Suite B Lebanon, VA  
24266

Phone: (276) 883-5987

[www.cvsxcd.org](http://www.cvsxcd.org)

**We work with the people who work the land.**

**Project Overview**

The Clinch Valley Soil and Water Conservation District (CVSWCD) is developing the Lebanon Hillside Trail Project, a new community walking trail and outdoor recreational space near the Russell County Government Center in Lebanon, VA. The project will convert an underutilized property into a safe, accessible, and educational outdoor area for residents of all ages and abilities.

CVSWCD is applying for funding through the Wellspring Foundation IMPACT Grant to support the construction of the trail and recreational area.

**Project Features**

- ADA-compliant walking trail.
- Non-ADA grassed walking path.
- Outdoor Classroom for environmental educational programs and community events.
- Boardwalk overlooking wetland features, plus other natural resource observation points.

**Community Impact**

- Promotes physical activity and mental wellness.
- Provides a safe, inclusive gathering space for families and community groups.
- Provides outdoor education opportunities for students and adults.
- Improves community attractiveness for residents and businesses.
- Supports local jobs through construction and maintenance.

**Project Readiness**

Significant progress has already been completed, including invasive species removal, native meadow preparation and planting, stormwater infrastructure repairs, and completion of professional trail design, engineering, and cost estimates.

- This project builds on a community master plan developed in 2010, reflecting long-standing local vision and support.

**Why Letters of Support Matter**

- Letters of support are a key component of the Wellspring Foundation IMPACT Grant application. They help demonstrate that the Lebanon Hillside Trail Project is community-driven, needed, and widely supported.
- Letters show that the project meets real community needs, reflects broad support from organizations that serve local residents, and strengthen the case for long-term community impact.
- **No financial commitment is required. A brief statement of support is sufficient and greatly appreciated.**

**DIRECTORS:**

Andy Smith, Chairman  
Kelly Gilmer, Vice-Chairman  
Jason Bush, Treasurer  
Scott Jessee, VT Coop Extension  
Zac Ketron, Director

**DIRECTOR EMERITUS:**

Mike Altizer

**ASSOCIATE DIRECTORS:**

Gary Breeding  
Bill Worrell



**Clinch Valley Soil and Water  
Conservation District**

131 Highland Drive, Suite B Lebanon, VA  
24266

Phone: (276) 883-5987

[www.cvsxcd.org](http://www.cvsxcd.org)

**We work with the people who work the land.**

**Writing a Letter of Support**

As part of this packet, CVSWCD will provide a Letter of Support template to offer assistance in writing the letter. If you choose to write your own Letter of Support, below are a few items that would be beneficial to include:

- Letterhead (if applicable)
- Date
- Organization Name (if applicable)
- Your name and title/position
- Contact information (either an email address, phone number, or mailing address would be sufficient).
- A narrative on why you support this project, how you think it would be beneficial to you and/or your organization, and why would like to see it funded by the Wellspring Foundation's IMPACT Grant.
- Not required, but if you're able to sign the letter, please do so. Digital signatures would also be acceptable.

**Questions and Letter Submission**

- If you have any questions pertaining to this project or want to know more information, please contact Jeff Mutter at (276) 206-6534.
- To submit a Letter of Support, please email the letters to Jeff Mutter at [jeff.mutter@clinchvalleyswcd.org](mailto:jeff.mutter@clinchvalleyswcd.org), or you can drop off your letter at our office located in the Russell County Government Center at 131 Highland Drive, Suite B, Lebanon, VA 24266.
- **Deadline to submit is February 10<sup>th</sup>, 2026.**

**Contact Information**

Jeff Mutter  
Conservation Specialist  
Clinch Valley Soil and Water Conservation District  
(276) 206-6534 [Cell] ; (276) 883-5986 [Office]  
[jeff.mutter@clinchvalleyswcd.org](mailto:jeff.mutter@clinchvalleyswcd.org)

Visit <https://clinchvalleyswcd.org/lebanon-hillside-trail> for additional information.





# LEBANON HILLSIDE TRAIL PROJECT

Wellspring Foundation IMPACT Grant:  
Letter of Support Info Packet

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# ABOUT US:

- Clinch Valley SWCD is a non-regulatory, political subdivision of local government, non-profit organization, instituted in 1952.
  - Provides technical and financial support to local agricultural producers and residents by administering state funded cost-share programs that focuses on water quality improvement.
  - Efficient in grant funding administration and project management.
  - Service area is Russell County, VA.
  - Also provides free educational support to local school systems (i.e. afterschool programing, Annual “Natural Resources Festival” for every 6<sup>th</sup> Grader in Russell County, Girl Scout & Boy Scout Programming, etc.) and offers outdoor learning opportunities.
-



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# OUR PARTNERS:

- Town of Lebanon
  - Russell County Industrial Development Authority (IDA)
  - Barrington Landscaping & Architecture (Nathan Brown)
  - Virginia Department of Forestry (VDOT)
  - Cumberland Forest Limited Partnership (joint venture between The Nature Conservancy & UVA-Wise).
  - Virginia Coalfield Economic Development Authority (VCEDA)
  - Forest Stewards Guild
  - Virginia Department of Environmental Quality (DEQ)
  - The Lane Group, INC
  - Bundy Architecture & Engineering, INC
  - Bailey Engineering & Land Surveying, INC
  - Appalachian Landworks, LLC
  - C&S Construction and Excavating, INC (Steve Woods)
  - Wetland Restoration and Training, LLC (Tom Biebighauser)
  - Virginia Department of Conservation & Recreation (DCR)
  - Virginia Department of Wildlife Resources (DWR)
-

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# OUR MISSION AND GOALS FOR THIS PROJECT



Provide the public with more recreational opportunities to improve health and mental wellness.



Create a safe, outdoor area for families and community groups to gather and enjoy.



Provide an outdoor educational classroom setting for all students and adults in Russell County, VA.



Provide attractive recreational opportunities for businesses and residents that are interested in moving to the Town of Lebanon, thus improving the economic growth and prosperity.



Create jobs through local contractors and for the Town of Lebanon for trail construction and maintenance.



Picture taken March 20<sup>th</sup>, 2024

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# HOW DID WE GET HERE?

- The property became overgrown with invasive plants such as Bradford Pear Trees, Autumn Olive, and Tree of Heaven.
  - In 2023, CVSWCD Vice-Chairman (Kelly Gilmer) asked the staff if there was anything that they could do to assist the Town of Lebanon with removing the invasives.
  - CVSWCD Staff began researching grants that would provide funding to remove the invasives.
  - CVSWCD Staff started to notice how many people walked inside and around the Russell County Government Center and wondered if implementing a recreational trail would be possible.
-

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# Pellissippi Wetland PARK



Prepared by the Community Design  
Assistance Center

Prepared for the Town of Lebanon and the Lebanon Wetland Project Team

April 2010

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## HOW DID WE GET HERE?

- CVSWCD Staff later discovered the “Pellissippi Wetland Park” Master Plan that was developed by the Virginia Tech Community Design Assistance Center in 2010.
- Plans featured the following:
  - Recreational Trails
  - Amphitheater
  - Wetland Boardwalks
  - Reestablishment of Native Meadows, Trees, and Shrubs
- This Master Plan is proof that this community has been working towards a project of this nature for over 15 years but needs leadership and funding to complete it.



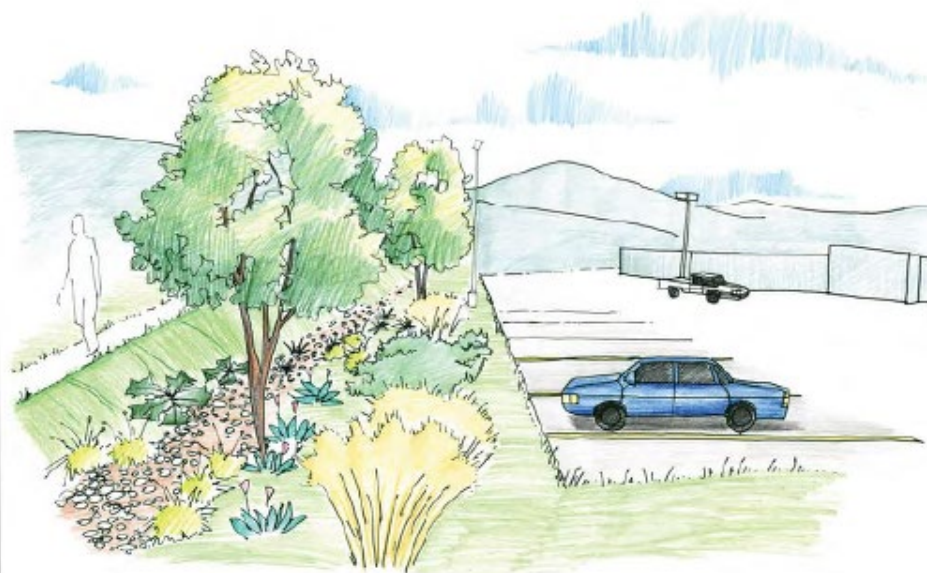
Sketch of proposed perimeter boardwalk.



Sketch of proposed boardwalk trail skirting the edge of proposed and existing wetlands.



Sketch of proposed covered shelter and accessible site access. Proposed plantings around the shelter serve as a demonstration of native plantings with aesthetic and wildlife/habitat value.



Sketch of proposed trail connecting the park to the Farmer's Market and the Russell County Government Center. The proposed trail is adjacent to a bioswale (illustrated above).

---

# SITE WORK COMPLETED TO DATE:

- Invasive Plant Removal (March 2025-October 2025)
  - Appalachian Land Works, LLC
  - Forest Stewards Guild
- Native Meadow Planting (Spray-treated and replanted; August 2025-January 2026)
  - Forest Stewards Guild
  - CVSWCD Staff
- Stormwater Infrastructure Repairs (November 2025-January 2026)
  - C&S Construction and Excavating, INC (Steve Woods)
  - Russell County IDA
  - Town of Lebanon
  - VCEDA





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# BEFORE & AFTER BRUSH CLEARING

**March 20<sup>th</sup>, 2024**



**March 25<sup>th</sup>, 2025**



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# NATIVE MEADOW PREPARATION



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# NATIVE MEADOW PLANTING



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# STORMWATER INFRASTRUCTURE REPAIRS



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## PLANNING WORK COMPLETED TO DATE:



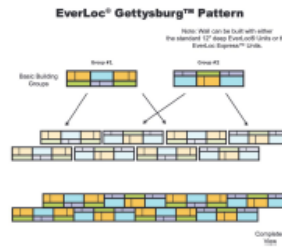
- CVSWCD hired Nathan Brown with Barrington Landscape & Architecture in August 2025 to develop trail designs (both schematic and final construction documentation).
  - CVSWCD hired Bailey Engineering & Land Surveying, INC in September 2025 to provide a full topographic survey of the property.
  - CVSWCD hired Bundy Architecture & Engineering, INC in November 2025 to develop Erosion & Sediment Control and Stormwater Management Designs.
  - Nathan Brown requested cost estimation from local contractors to provide the most accurate cost information for implementing the trail. (December 2025-January 2026).
-



CONTECH EXPRESS TRUSS BRIDGE  
12-FT WIDTH  
16-FT & 32-FT SPANS



EVERLOC RETAINING WALL BLOCK  
GETTYSBURG PATTERN | SIENNA COLOR  
INSTALL WITH DRAINAGE PER MANUFACTURER'S RECOMMENDATIONS

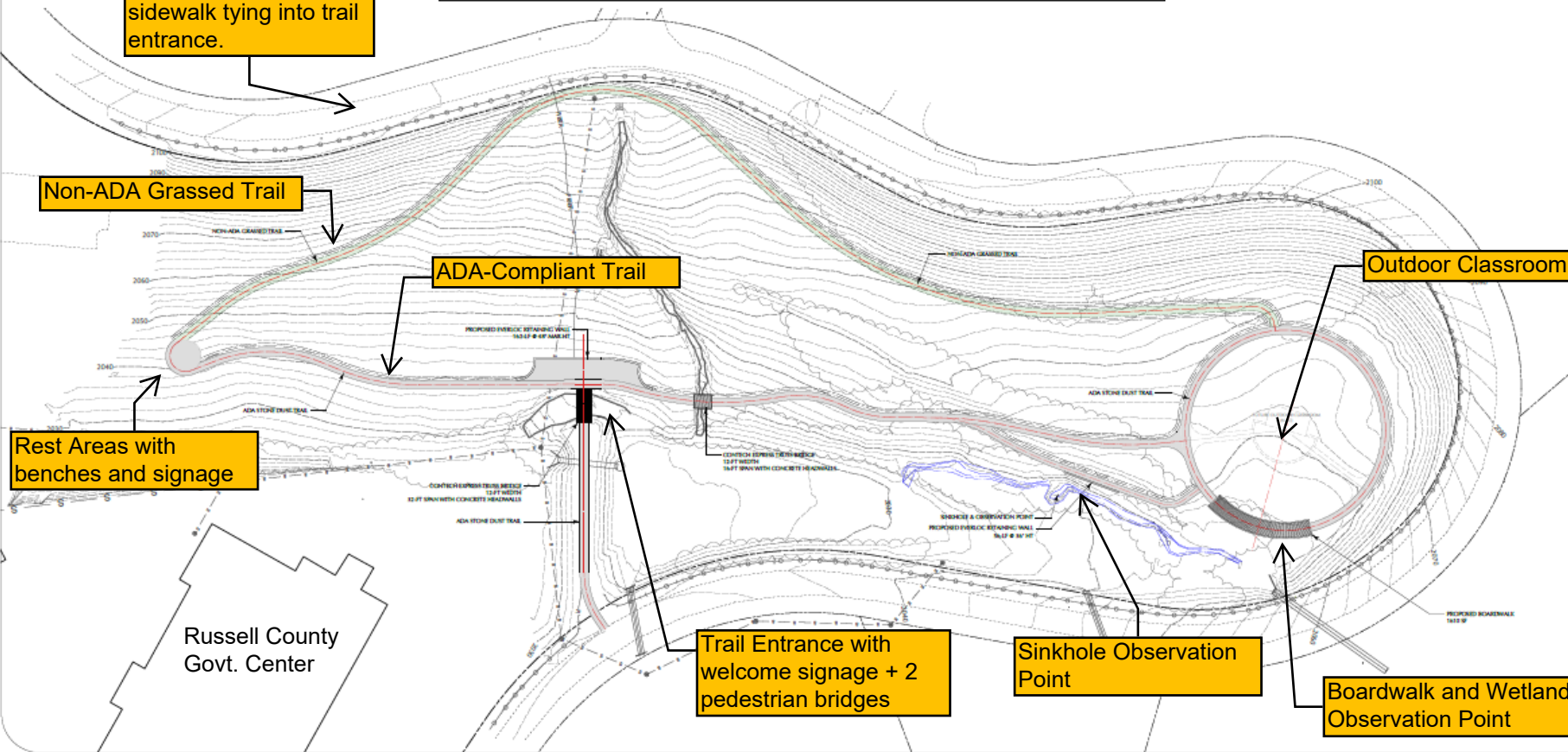


#10 LIMESTONE CHERT  
SOURCE FROM:  
APPALACHIAN AGGREGATES, CASTLEWOOD PLANT

CLINCH VALLEY SWCD TRAILS PROJECT - Lebanon, VA   Landscape Materials Quantity List				12/19/23
Material	Quantity	Supplier	Notes	
EverLoc Retaining Wall	820 SF	EverLoc, Swords Creek, VA	Gettysburg pattern; Sienna color; cap & corner blocks required; footer drains	
Bridge	1	Contech	Express Truss Bridge, 12-ft width, 32-ft spans	
Bridge	1	Contech	Express Truss Bridge, 12-ft width, 16-ft spans	
Boardwalk	1610 SF	TBD	Construct from dimensional Lumber, pressure treated with stainless fasteners	
ADA Trail Surface - #10 Limestone "Chert"	37,900 SF	Appalachian Aggregates, Castlewood Plant	3" depth with 6" compacted #21-A aggregate base	

*\* Contractor is responsible for verifying quantities and material availability. Contact Landscape Architect if substitutions are necessary.*

Technology Park Drive and future VDOT sidewalk tying into trail entrance.

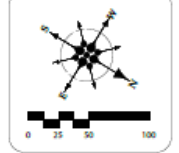


**barrington**  
LANDSCAPE ARCHITECTURE  
UNIVERSITY & HUNTERSBURG & BRISTOL  
Barrington Landscape Architecture, PLLC  
PO Box 2032  
Lebanon, VA 24256  
(770) 701-6081  
www.barringtonla.com

REVISIONS		
No.	Date	Issue

These drawings and specifications and the files associated therewith are the property of Barrington Landscape Architecture, PLLC. No part of these drawings or specifications may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Barrington Landscape Architecture, PLLC.

CLINCH VALLEY  
SOIL & WATER  
CONSERVATION DISTRICT  
TRAILS PROJECT  
Lebanon, VA



PRICING PLANS

MATERIALS PLAN

DRAWN BY: NBB  
APPROVED BY: NBB  
PROJECT #: AS SHOWN  
SCALE: AS SHOWN

L-1.4  
JANUARY 8, 2026



## VIRGINIA FEDERATION OF HUMANE SOCIETIES DIRECT ANIMAL AWARD 2026 MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the **Virginia Federation of Humane Societies** (“VFHS”) and **Russell County Animal Shelter** (“Awardee”), the subject of which is the administration of an award in the amount of \$7,500 to be used for direct animal care including vetting, animal food/medication/supplies\* (such as collars, leashes, beds, toys), and improvements to animal kennels and exercise areas.

### Award Guidelines:

The following outlines the guidelines for the award:

- Use of funds is limited to direct animal care including vetting, animal food/medication/supplies\* (such as collars, leashes, beds, toys), and improvements to animal kennels and exercise areas.
- If Awardee is not currently a VFHS member, Awardee is encouraged to become a member of the VFHS. A robust membership empowers the VFHS legislatively to say we represent the many different animal welfare organizations and areas of the state. By joining together, rescuers and caregivers across Virginia create a stronger, more cohesive voice for Virginia’s animals. Join VFHS here: <https://www.vfhs.org/copy-of-membership>
- In regards to animal food/collars/leashes/crates/bedding/kitty litter and other supplies, VFHS encourages Awardee to utilize resources to have food and supplies donated and/or pay only a small cost for ‘handling’. Utilizing this type of resource allows organizations to direct more funds towards medical needs and other lifesaving programs. Awardee should contact VFHS to receive guidance on how to access these resources.
- Awardee must provide a list of expenditures and pictures, using a VFHS reporting template, via email to [aboc1@me.com](mailto:aboc1@me.com), outlining how money was spent. The due dates for such reports are April 30, 2026 and October 15, 2026.
- Funding disbursements will be made in \$3,750 increments.

### I. RESPONSIBILITIES: VFHS

- a. \$7,500, payable in \$3,750 increments upon receipt of signed MOU, to provide funds for direct animal care including vetting, animal food/medication/supplies\* (such as collars, leashes, beds, toys), and improvements to animal kennels and exercise areas.
- b. Provide an expenditure reporting template.
- c. Provide help accessing/securing donated and/or low-cost food/supply resources.
- d. Promptly release additional funding increment(s) upon receipt and review of exhausted expenditures.

## II. RESPONSIBILITIES OF AWARDEE:

- a. Awardee shall provide a list, using VFHS reporting template, via email to [aboc1@me.com](mailto:aboc1@me.com), of expenditures and pictures outlining how money was spent. Due dates for such reports are April 30, 2026 and October 15, 2026. VFHS reserves the right to request documentation such as receipts from Awardee.
- b. Awardee will advise VFHS when they need another \$3,750 funding increment.
- c. Awardee agrees to use funds for direct animal care including vetting, animal food/medication/supplies\* (such as collars, leashes, beds, toys), and improvements to animal kennels and exercise areas.
- d. Awardee agrees to make good faith efforts to work with VFHS to receive help accessing/securing donated and/or low-cost food/supply resources.
- e. If Awardee is not currently a VFHS member, Awardee is encouraged to become a member of the VFHS. A robust membership empowers the VFHS legislatively to say we represent the many different animal welfare organizations and areas of the state. By joining together, rescuers and caregivers across Virginia create a stronger, more cohesive voice for Virginia's animals. Join VFHS here: <https://www.vfhs.org/copy-of-membership>
- f. Awardee shall agree not to publicly mention the charitable giving of the Ann and Peter Lambertus Family Foundation, including printed matter, websites or social media such as Facebook, Twitter, ect.



Please note: Initial Award checks will be mailed when MOU paperwork is complete.

\_\_\_\_\_  
Virginia Federation of Humane Societies

\_\_\_\_\_  
Date

\_\_\_\_\_  
Awardee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Awardee Representative Printed Name

\_\_\_\_\_  
Awardee Mailing Address

\_\_\_\_\_  
Awardee Tax ID#



Home (<https://www.vdacs.virginia.gov/index.shtml>) / Animals (<https://www.vdacs.virginia.gov/animals.shtml>)  
 / Animal Care & Emergency (<https://www.vdacs.virginia.gov/animals-animal-custody-record-reports.shtml>)  
 / Animal Custody Record Reports



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**PUBLIC REPORT**

Results - Reporting Year 2025

Agency Information:

Agency Name: Russell County Animal Control and Public Animal Shelter

Street Address 1: 137 Highland Drive

Street Address 2: Suite A

City: Lebanon

State: VA

County: Russell County

Zip Code: 24266

Agency Email: ashley.puckett@russellcountyva.us

Agency Phone: (276) 415-9163

Agency FAX: (276) 415-9746

Agency Type: Public Animal Shelter

Date Submitted: 1/12/2026 12:27:17 PM

[View Intake Policy \(/AdminReports/ViewDocument/281?year=2025\)](#)

**If this is a contracted public animal shelter, name of locality/localities served:**

Russell County Animal Shelter services all towns in Russell County VA.

Animal Information:

Reason for Custody

Species	A On Hand January 1	B Stray	C Seized	D Bite Case Quarantine	E Surrendered by Owner	F Received From Another Virginia Releasing Agency*	G Received From Out- of-State Releasing Agency	H Other**	Total
Dogs	26	352	4	4	341	0	0	19	746
Cats	0	19	0	3	143	0	0	3	168
Other Companion Animals	0	0	0	0	3	0	0	0	3
Hybrid Canines	0	0	0	0	0	0	0	0	0
Equine	0	0	0	0	0	0	0	0	0
Livestock	0	0	0	0	0	0	0	0	0
Poultry	0	0	0	0	0	0	0	0	0
Total	26	371	4	7	487	0	0	22	917

## Method of Disposition

Species	J Reclaimed by Owner	K Adopted	L Transferred to another VA Releasing Agency***	M Transferred to Out-of State Releasing Agency	N Died While in Custody	O Euthanized	P Other****	Q On Hand December 31	Total
Dogs	54	59	535	8	5	53	4	28	746
Cats	0	1	160	0	0	6	0	1	168
Other Companion Animals	0	3	0	0	0	0	0	0	3
Hybrid Canines	0	0	0	0	0	0	0	0	0
Equine	0	0	0	0	0	0	0	0	0
Livestock	0	0	0	0	0	0	0	0	0
Poultry	0	0	0	0	0	0	0	0	0
Total	54	63	695	8	5	59	4	29	917

Wildlife Received and Disposition Information:

Submitted To Licensed Rehabilitator	Liberated	Euthanized	On Hand December 31	Total
0	0	0	0	0

Explanatory Notes: (if applicable)

**\* Column F: Names and addresses of Virginia releasing agencies from which animals were received.**

N/A

**\*\* Column H: Include other reasons for custody, i.e. births at the facility, or animals taken into custody for a reason not designated by another category. An explanation is required.**

In 2025 a total of 6 dogs were picked up by Animal Control as the result of traffic stops, car accidents, or medical emergencies. In addition, 13 dogs and 3 cats were born in the facility.

**\*\*\* Column L: Names and addresses of Virginia releasing agencies to which animals were transferred.**

Augusta Dog Adoptions 4224 Wakefield Rd Richmond, VA 23235  
Aussie Rescue of the Mid Atlantic 2600 Dewitt Avenue Alexandria, VA 22301  
Beagles and Bentleys 1230 Dotson Rd Henrico, VA 23231  
Bully Rescue & Advocacy Group Inc 138 Swift Creek Lane Colonial Heights VA 23834  
Canine Lifesavers Inc 259 Thorny Point Road Stafford VA 22554  
Charlottesville-Albemarle SPCA 3355 Berkmar Drive Charlottesville, VA 22901  
Cliffs Coonhound Rescue and Trapping 525 Ballahack Road Chesapeake, VA 23322  
Daisys Legacy 2801 South Woodrow Street APT G Arlington, VA 22206  
Fancy Cats Rescue Team Inc 13110 Pelfrey Lane Fairfax, VA 22033  
Homeward Trails Animal Rescue P.O. Box 100968 Arlington, VA 22210  
Hooves & Paws Animal Rescue 7303 Poindexter Road Louisa VA 23093  
Lab Rescue of Greater Richmond P.O. BOX 1574 Midlothian, VA 23113  
Little Buckets Farm Sanctuary P.O. Box 47 Brodnax, VA 23920  
Lost Dog Rescue Foundation P.O. Box 50037 Arlington, VA 22205  
Louisa Humane Society 230 Ashley Drive, Mineral, VA 23117  
Lynchburg Humane Society 1211 Old Graves Mill Road Lynchburg, VA 24502  
Mae's Mutts Inc 10220 Meadbrook Ct. Henrico, VA 23238  
Middleburg Humane Foundation P.O. Box 684 Marshall, VA 20116  
Norfolk SPCA 916 Ballentine Blvd. Norfolk, VA 23504  
NOVA Pets Alive 4094 Majestic Lane #138 Fairfax, VA 22033  
Old Dominion Humane Society 3602 Lafayette Blvd. Suite 102 Fredericksburg, VA 22408  
One By One Deathrow Dog Rescue Inc. 7288 Hanover Green Dr. Mechanicsville, VA 23111  
Operation Paws for Homes P.O. Box 35606 N. Chesterfield, VA 23235

**\*\*\*\* Column P: Include other methods of disposition, i.e. escaped, stolen, or otherwise not disposed of in a method in accordance with Virginia code. An explanation is required.**

In 2025 a total of 4 dogs escaped.

**Other miscellaneous explanatory notes:**

Additional Column L: Names and addresses of VIRGINIA releasing agencies TO which animals reported in COLUMN L were transferred.

Petty Pawz Rescue 5811 Danielle Drive Fredericksburg, VA 22407  
Rebas Animal Rescue 1646 S. Military Hwy. Chesapeake City 23320  
Remy's Reign Inc 28030 Tatum Road Unionville, VA 22567  
Richmond Ruff House 12012 Lucks Lane Midlothian, VA 23114  
Salty Paw Brigade 2200 Karen Terrace Fredericksburg, VA 22405  
Squishy Face Crew 9916 Brock Rd Spotsylvania, VA 22553  
Sympathetic Animal Rescue Corp. 6906 Ridge Way Drive Fredericksburg, VA 22407




To The Rescue P.O. Box 761 Springfield, VA  
Village Dog Resource P.O. Box 141 Lackey, VA 13694  
Virginia German Shepherd Rescue Inc. P.O. Box 733 Centreville, VA 20122


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Select Report (/Home/SelectReportNew)

ABOUT VDACS (<https://www.vdacs.virginia.gov/about-vdacs.shtml>) | SERVICES/FORMS (<https://www.vdacs.virginia.gov/services-forms.shtml>) | MEDIA CENTER (<https://www.vdacs.virginia.gov/media.shtml>) | CONTACT (<https://www.vdacs.virginia.gov/about-agency-directory.shtml>) | VIRGINIA GROWN (<https://www.vdacs.virginia.gov/vagrown/index.shtml>) | VIRGINIA'S FINEST (<https://www.vdacs.virginia.gov/vafinest.com/>)

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(<https://logi.epro.cgipdc.com/Public/rdPage.aspx?rdReport=Public.PublicLandingPage&rdRnd=39158>) 

(<https://www.polarisproject.org/what-we-do/national-human-trafficking-hotline/the-nhtrc/overview>) | VDACS EXPENDITURES

([https://datapoint.apa.virginia.gov/exp/exp\\_checkbook\\_agency.cfm?AGYCODE=301](https://datapoint.apa.virginia.gov/exp/exp_checkbook_agency.cfm?AGYCODE=301)) | VIRGINIA AGRICULTURE COUNCIL EXPENDITURES

([https://datapoint.apa.virginia.gov/exp/exp\\_checkbook\\_agency.cfm?AGYCODE=307](https://datapoint.apa.virginia.gov/exp/exp_checkbook_agency.cfm?AGYCODE=307))

## MONTHLY BANK STATEMENT BALANCES

December 31, 2025

First Bank and Trust	9,262,363.05
Airmend Prepaid Benefit	9,516.15
Employee Insurance	2,794,431.74
Employee Claims Account	999.00
Non-Judicial Reals Estate Sales	8,949.83
School Textbook	292,985.49
Sheriff Domestic Violence	1,183.35
Petty Cash Treasurer	615.50
Sheriff Seized Assets	43,786.37
Sheriff Restitution	4,977.99
Sheriff Drug Taskforce	84.04
Sheriff Forfeited Assets	5,619.24
Comm Attorney Forfeited Assets	35,928.32
Sheriff Federal Forfeited Assets	882.71
Comm Attorney Fed Justice Forfeited Assets	22,132.29
Commonwealth Attorney Abanoned Property	500.00
Sheriff Federal Justice Forfeited Assets	14,194.47
Sheriff Special Projuects	22,592.31
SSI Recipients	0.05
Social Service -Coy Hall Dedicated Account	5,558.00
Bank of Honaker	43,425.83
New Peoples Bank	354,367.74
Certificates of Deposit General	49,575.00
Treasurer's Money Market	333,505.68
VACO Money Market	3,297,421.42
Certificate of Deposit Library Donations	24,788.80
Certificate Of Deposit Employee Insurance	2,404,287.48
<b>Total Cash In Bank</b>	<b>19,034,671.85</b>
<b>Cash In Office</b>	<b>1,600.00</b>
<b>Petty Cash</b>	<b>100.00</b>
<b>TOTAL CASH</b>	<b>19,036,371.85</b>

**MONTHLY FUND BALANCES**

ACCOUNT	DATE	December 31, 2025
	DEBIT	CREDIT
Cash in Office	1,600.00	
Cash in Bank	19,034,671.85	
Petty Cash	100.00	
General Fund		9,811,151.14
Non-Judicial Real Estate Sales		8,949.83
Sheriff In State Trip		133,932.78
Sheriff Dare Fund		100.00
Sheriff Seized Assets		43,786.37
Sheriff Restitution		4,977.99
Sheriff Forfeited Assets		5,619.24
Comm Attorney Forfeited Assets		35,928.32
Honaker Library Donations		24,783.87
Russell County Housing Fund		4,424.36
Sheriff Federal Forfeited Assets		882.71
Sheriff Domestic Violence		1,183.35
Comm Attorney Abandoned Prop		500.00
Comm Attorney Fed Justice		22,132.29
Sheriff Fed Justice Forfeited		14,194.47
Sheriff's Special Projects		22,592.31
Sheriff Drug Task Force		84.04
Social Services		(386,593.11)
Swva Asap		24,131.96
Coal Road Improvement		464,831.70
CSA		(2,119,849.90)
School Fund		2,745,006.63
School Food		844,883.08
ALL In VA Initiative		554,010.78
School Textbook		292,985.49
Regional Adult Education		247,760.02
Petty Cash Treasurer		615.50
COVID 19		2,068.07
Litter Fund Trash Pickup		(37,958.91)
American Rescue Act		-
Opioid Settlement Fund		758,348.67
Secor Partnership		10,217.21
Wellspring Foundaiton		119,522.34
RC/DC Rec		50,000.00
Current Credit		(0.79)
Current Debit		(2,835.56)
Title XX		11,321.05
SSI Recipients		0.05
United Way Helene		48,105.79
Damage Stamp Fund		2,823.98
Valley Heights		109,798.96
Dante Sewer		53,706.00
Employee Health Insurance		2,794,431.74
Employee Insurance COD		2,404,287.48
Employee Insurance Claims		999.00
Law Library		72,369.70
Special Welfare		53,311.73
Housing Fund #2		7,700.00
Russell Co Health & Fitness		132,865.92
Cannery		(368,620.35)
WIB		10,904.55
<b>Total</b>	<b>19,036,371.85</b>	<b>19,036,371.85</b>



**RUSSELL COUNTY PUBLIC SERVICE AUTHORITY**

**137 Highland Drive, Suite E  
LEBANON, VIRGINIA 24266**

**276-991-0200**

**Fax 276-991-0201**

**RUSSELL COUNTY PUBLIC SERVICE AUTHORITY**

**Board of Directors Meeting**

**Minutes – November 18, 2025**

The regular meeting of the Russell County Public Service Authority Board of Directors was called to order at 6:00 PM by Chairman Harry Ferguson.

**I. Roll Call**

**Board Members Present:**

- Clifford Hess
- Joe Huff
- Tommy Tignor
- Stephen Perkins
- Dave Checks
- Dave Edmonds

**Also Present:**

- Chris Dye
- Penny Gilbert
- Jerney O'Quinn

**II. Pledge of Allegiance**

Led by Chairman Harry Ferguson.

**III. Opening Prayer**

Given by Dave Edmonds.

**IV. Public Comments**

None.



## **V. Approval of Agenda**

Motion to approve the agenda made by **Clifford Hess**, seconded by **Tommy Tignor**.  
**Motion carried.**

## **VI. Approval of Minutes – October 21, 2025 Meeting**

Motion to approve the minutes made by **Stephen Perkins**, seconded by **Joe Huff**.  
**Motion carried.**

## **VII. Financial Review**

Financial review presented by **Chris Dye**.  
Motion to approve the financial review made by **Dave Checks**, seconded by **Clifford Hess**.  
**Motion carried.**

## **VIII. Director's Report**

Presented by **Chris Dye**.

## **IX. Water Loss Report**

Presented by **Chris Dye**.

## **X. Project Updates**

Presented by **Chris Dye**.

## **XI. Executive Session**

None.

## **XII. Old Business**

None.

## **XIII. New Business**

None.

## **XIV. Motions from the Board**

1. **Purchase of Trench Boxes**  
Motion by **Dave Edmonds**, seconded by **Joe Huff**, to approve the purchase of two trench boxes for maintenance.  
**Motion carried.**
2. **Posting a Letter Regarding Mail Delivery Issues**  
Motion by **Stephen Perkins**, seconded by **Dave Edmonds**, to post a letter from the

Board of Directors on the PSA webpage and Facebook concerning recent issues with mail delivery.

**Motion carried.**

**3. Appointment of FOIA Officer**

Motion by **Joe Huff**, seconded by **Tommy Tignor**, to name **Jermey O'Quinn**, Attorney, as the PSA FOIA Officer and to post this designation on the PSA website.

**Motion carried.**

**XV. Board Request**

The Board requests that **Angie Patton** attend Board meetings **quarterly** rather than monthly.

**XVI. Adjournment**

Motion to adjourn made by **Tommy Tignor**, seconded by **Joe Huff**.

The meeting adjourned at **7:15 PM**.



# Russell County Planning Commission

**November 17, 2025**

The Russell County Planning Commission met on Monday, November 17, 2025, in the Jefferson Room located in the Southwest Community College section of the Russell County Government Center, 141 Highland Drive, Lebanon VA.

Members Present

Members Absent

Others Present

Tara Dye

Mark Mitchell

Ernie McFaddin

Philip Addington

Greg Stoots

John Mason

Chairman Ernie McFaddin called the meeting to order at 6:30 p.m.

Secretary Philip Addington Called the roll.

Invocation and Pledge of Allegiance given.

Agenda approved. Motion by, Greg Stoots, seconded by Tara Dye, motion passed unanimously.

September 22, 2025, Meeting minutes approved. Motion by Tara Dye, seconded by Greg Stoots, motion passed unanimously.

**New Business.**

The commission discussed the comprehensive plan and that the Cumberland plateau is going to help out with what they can. Also discussed the lack of housing in Russell County.

**Review of Plats**

# **RUSSELL COUNTY PLANNING COMMISSION**

**November 17, 2025 – January 20, 2026**

- 1. Thelma Vance did a survey of two parcels totaling .867 acres. Exemption: Boundary survey**
- 2. Barbara Lockhart had a survey done to adjust the boundary lines of her property off Redbud Hwy. Exemption: Boundary line adjustment**
- 3. The family of Ricky and Lisa Hunt had a survey done to adjust the boundary lines per the family agreement. Exemption: Boundary line adjustment**
- 4. Emanuel and Patricia Hubbard had a survey of their property off Rt 632. Exemption: Boundary survey**
- 5. Mark McCarty had a survey done for his property off of Castle Run Rd. Exemption: Boundary survey**
- 6. The Davis family had a survey done to divide the property owned by their family. The property was divided into three lots. Exemption: Family exemption**
- 7. Emily Craft had a survey done of her property located off River Rd. Exemption: Boundary survey**
- 8. Vicky Bowens had a survey done to split her property into two lots 3.253 ac and 4.926 ac. The division meets all subdivision guidelines.**
- 9. Sandra Chafin had a survey done on two parcels of land from the Billy and Victoria Johnson lands. The two new parcels meet all subdivision guidelines.**

**10. Jason Bush had a survey done of his property off Reeds Valley Rd 73.98 acres. Exemption: Boundary survey**

**11. Jason Bush divided his property into two parcels with 47.51 acres in tract 1 and 26.47 acres in tract 2. The division meets all subdivision guidelines.**

# RUSSELL COUNTY CONFERENCE CENTER

January 1, 2026

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

Date	Event	Event Type	Space
01/10/26	First Responder Appreciation Dinner Lonzo Lester	Individual Event	Full \$0
01/17/26	Baby Shower Tammy Ratliff	Individual Event	Full \$125
01/18/26	Birthday Party McKenna Price	Individual Event	Full \$285
01/20/26	Southwest Virginia Regional Jail Authority Board Meeting Melissa White	Individual Event	Full \$265
01/24/26	Baby Shower Nikki Kiser	Individual Event	Full \$135

- \$125.00

**Final Total = \$ 810.00**

## Cannery Revenue Report August 2024 - January 2025

### Castlewood

	In County Customers	In County Revenue	Out of County	Out of Co Revenue
August	13	\$206.75	8	\$266.25
September	14	\$145.95	10	\$442.00
October	13	\$161.30	23	\$1,124.60
November	16	\$171.00	13	\$653.20
December	8	\$87.55	8	\$254.30
January	1	\$4.95	0	\$0.00
<b>TOTAL</b>	<b>65</b>	<b>\$777.50</b>	<b>62</b>	<b>\$2,740.35</b>

**TOTALS**  
**IN COUNTY CUSTOMERS**  
**65**  
**OUT OF COUNTY CUSTOMERS**  
**62**  
**REVENUE**  
**\$3,517.90**

### Honaker

	In County Customers	In County Revenue	Out of County	Out of Co Revenue
August	18	\$304.27	1	\$46.65
September	20	\$512.23	0	\$0.00
October	12	\$486.44	8	\$292.12
November	11	\$368.85	0	\$0.00
December	8	\$203.49	0	\$0.00
January	7	\$101.35	0	\$0.00
<b>TOTAL</b>	<b>76</b>	<b>\$1,976.63</b>	<b>9</b>	<b>\$338.77</b>

**TOTALS**  
**IN COUNTY CUSTOMERS**  
**76**  
**OUT OF COUNTY CUSTOMERS**  
**9**  
**REVENUE**  
**\$2,315.40**

## Cannery Expenditure Report August 2024 - January 2025

	Payroll	Electricity	Heating	Water & Sewer	Phone	Supplies for Repair		
August	\$2,118.23	\$75.44	\$43.05	\$238.46	\$427.12	\$693.00		
September	\$4,426.74	\$290.01	\$1,140.87	\$135.37	\$183.66	\$820.45		
October	\$9,689.45	\$296.48	\$855.61	\$201.35	\$91.99	\$1,234.75		
November	\$5,125.09	\$267.94	\$871.35	\$204.65	\$175.60	\$109.92		
December	\$4,331.32	\$425.92	\$1,269.77	\$251.95	\$263.40	\$467.45		
January	\$3,011.70	\$523.74	\$1,649.80	\$500.65	\$355.29	\$345.00		
February	\$0.00	\$675.66	\$3,728.39	\$135.37	\$267.54	\$295.00		
<b>Total</b>	<b>\$28,702.50</b>	<b>\$2,583.13</b>	<b>\$9,496.47</b>	<b>\$1,667.80</b>	<b>\$1,764.60</b>	<b>\$3,965.27</b>		

**TOTAL REVENUE: \$5,833.25**  
**ACTUAL EXPENDITURES: \$48,179.77**  
**TOTAL DIFFERENCE: -\$42,346.52**

## Cannery Revenue Report 2025/2026

### Castlewood

	In County Customers	In County Revenue	Out of County	Out of Co Revenue
July	4	\$22.85	2	\$66.25
August	7	\$55.25	2	\$51.00
September	10	\$86.45	12	\$414.15
October	19	\$304.30	18	\$860.85
November	13	\$187.00	16	\$359.10
December	4	\$62.75	7	\$308.45
January	1	\$52.35	2	\$83.85
<b>TOTAL</b>	<b>58</b>	<b>\$770.95</b>	<b>59</b>	<b>\$2,143.65</b>

**TOTALS**  
**IN COUNTY CUSTOMERS**  
**58**  
**OUT OF COUNTY CUSTOMERS**  
**59**  
**REVENUE**  
**\$2,914.60**

### Honaker

	In County Customers	In County Revenue	Out of County	Out of Co Revenue
July	9	\$59.79	0	\$0.00
August	22	\$459.73	0	\$0.00
September	12	\$209.75	1	\$14.25
October	11	\$155.20	6	\$194.35
November	12	\$74.50	1	\$32.10
December	6	\$39.30	1	\$25.25
January	0	0	0	0
<b>TOTAL</b>	<b>72</b>	<b>\$998.27</b>	<b>9</b>	<b>\$265.95</b>

**TOTALS**  
**IN COUNTY CUSTOMERS**  
**72**  
**OUT OF COUNTY CUSTOMERS**  
**9**  
**REVENUE**  
**\$1,264.22**

## Cannery Expenditure Report 2025/2026

	Payroll	Electricity	Heating	Water & Sewer	Phone	Supplies for Repair		
July	\$2,153.00	\$240.80	\$94.94	\$0.00	\$180.00	\$493.94		
August	\$4,226.69	\$400.10	\$278.24	\$135.37	\$180.00	\$2,319.38		
September	\$4,551.76	\$310.43	\$111.42	\$146.35	\$180.00	\$397.80		
October	\$4,382.19	\$717.87	\$1,077.57	\$322.35	\$180.00	\$2,418.34		
November	\$5,314.90	\$456.06	\$759.36	\$173.85	\$180.00	\$584.49		
December	\$4,789.45	\$1,039.02	\$2,309.72	\$148.55	\$180.00	\$304.61		
<b>Total</b>	<b>\$25,417.99</b>	<b>\$3,164.28</b>	<b>\$4,631.25</b>	<b>\$926.47</b>	<b>\$1,080.00</b>	<b>\$6,518.56</b>		

**TOTAL REVENUE: \$4,178.82**

**ACTUAL EXPENDITURES: \$38,605.91**

**TOTAL DIFFERENCE: \$34,427.09**



# Russell County Animal Shelter

## Monthly Report Method of Disposition

### Dogs December 2025

	Stray	Owner Surrender	Seized	Bite Case Quarantine	Other	Total
<b>Transfer</b>	16	22	2			42
<b>Adopted</b>	2					2
<b>Owner Reclaimed</b>	4					4
<b>Euthanized</b>	2	1				3
<b>Died in Custody</b>						
<b>Other</b>	1(escaped)					1
<b>Total</b>						52

CUMBERLAND PLATEAU RWMA:

Mr. Toby F. Edwards, Executive Director

BUCHANAN COUNTY:

Mr. Tim Hess  
Mr. Lee Dotson



DICKENSON COUNTY:

Mr. Damon Rasnick  
Ms. Rhonda Sluss

RUSSELL COUNTY:

Mr. Andrew Hensley  
Mr. Nathan Kiser

## Agenda

### I. January 15, 2026 CPRWMA Board of Directors Roll Call for Quorum.

a) Approval of Minutes of the December 11, 2025 meeting.....1

Motion: \_\_\_\_\_ Seconded: \_\_\_\_\_

### III. Administrative Business

a) Review CPRWMA Waste Stream Report December 2025.....5

b) Approval of the Treasurer's Report for the month of December 2025.....13

Motion: \_\_\_\_\_ Seconded: \_\_\_\_\_

c) CPRWMA Attorney's Report for December 2025.....Report

d) Litter and Recycling Report.....Toby

### IV. Old Business

▪ Local Government Investment Pool Account (LGIP)..... Update

### V. New Business

✓ Discussion on FY 2025 Audit.....Board

✓ Solid Waste Disposal Extension with Waste Management.....Attachment

✓ Approval of Users Agreement and Manpower Agreement.....Attachment

### VI. Correspondence/Public Comment

• VA DEQ 2025-2026 Financial Assurance (DEQ CD).....Attached

• VA DEQ Solid Waste Management Plan 5 year Update.....Attached

### VII. Adjournment and Next Meeting.

Chair or Vice Chair conducting the meeting: \_\_\_\_\_

Motion: \_\_\_\_\_ Seconded: \_\_\_\_\_

Minutes submitted by: Tim Hess and Sandra Honaker

135 Highland Drive, Suite C, Lebanon, VA 24266  
Phone 276-833-5403 Email tobyedwards@bvua.net  
www.cprwma.com



RECYCLED PAPER

CUMBERLAND PLATEAU RWMA:

Mr. Toby F. Edwards, Executive Director

BUCHANAN COUNTY:

Mr. Tim Hess  
Mr. Lee Dotson



DICKENSON COUNTY:

Mr. Damon Rasnick  
Ms. Rhonda Sluss

RUSSELL COUNTY:

Mr. Andrew Hensley  
Mr. Nathan Kiser

Cumberland Plateau Regional Waste Management Authority  
Monthly Board Meeting Minutes  
December 11, 2025

Members Present:

Andrew Hensley, Chairman  
Rhonda Sluss, Vice Chairman  
Tim Hess, Secretary/Treasurer  
Lee Dotson  
Damon Rasnick  
Nate Kiser

Others Present:

Toby Edwards, Executive Director  
Saundra Honaker, Finance Officer  
Rebecca Thornbury, Legal Counsel

CALL TO ORDER: Chairman, Andrew Hensley, called the December 11, 2025, meeting of the Board of Directors to order at 5:52 PM at Lebanon, VA. The Pledge of Allegiance and prayer were given.

QUORUM: A quorum was established.

APPROVAL OF MINUTES: The minutes of the October 27, 2025, monthly meeting of the Board of Directors was presented for consideration. A motion was made by Tim Hess and seconded by Rhonda Sluss to approve the minutes as presented. Motion was ratified, voting as follows:

Rhonda Sluss – Aye  
Lee Dotson – Aye  
Damon Rasnick – Aye

Tim Hess – Aye  
Andrew Hensley – Aye  
Nate Kiser – Abstain

**ADMINISTRATIVE BUSINESS**

WASTE STREAM REPORTS – October and November 2025: Russell County showed a decrease, and Buchanan and Dickenson had an increase.

TREASURER'S REPORT – October and November 2025: The CPRWMA Treasurer's Report was presented reporting the total cash balance of \$106,571.73, at the end of November, 2025. A motion to approve the report and expenditures as presented was made by Tim Hess and seconded by Damon Rasnick. Motion was ratified, voting as follows:

**135 Highland Drive, Suite C, Lebanon, VA 24266**  
**Phone 276-833-5403 Email tobyedwards@bvu.net**  
**www.cprwma.com**



Rhonda Sluss – Aye  
Lee Dotson – Aye  
Damon Rasnick – Aye

Tim Hess – Aye  
Andrew Hensley – Aye  
Nate Kiser – Abstain

CPRWMA ATTORNEY'S REPORT – November 2025: Rebecca Thornbury reminded the board that if they plan to extend the two-year option contract with Waste Management, they would need to send a letter of intent to renew within 60 days (August 2026) prior to the end of the contract. She also stated she submitted the requested letter to the auditor regarding any current or potential claims or litigation of which she may be aware.

LITTER AND RECYCLING REPORT: Nothing to report currently.

### OLD BUSINESS

### NEW BUSINESS

FISCAL YEAR ENDING JUNE 30, 2025 AUDIT: Greg Tucker, CPA, reported that there were no issues found when conducting the audit. He said that his only recommendation was to have a greater cash reserve for emergencies. The standard reserve is two to three months to cover expenses, however, there isn't enough to cover beyond one month's reserve currently on the finance report. There was a surplus of \$5,322 at the end of the year, but no action taken at that time.

Andrew Hensley – Aye

LOCAL GOVERNMENT INVESTMENT Pool Account (LGIP): Greg Tucker also recommended that the board move the money market account into the state Local Government Investment Pool Program (LGIP) which puts it in line with other government agencies. The loan with First Bank and Trust would have to be moved to another finance company (possibly with Truist which is a national bank). A motion was made by Nate Kiser and seconded by Damon Rasnick to authorize Toby Edwards and Saundra Honaker to move forward with transferring the money market account to the LGIP and refinance the bank loan from First Bank & Trust to Truist Bank. Motion was ratified, voting as follows:

Rhonda Sluss – Aye  
Lee Dotson – Aye  
Damon Rasnick – Aye

Tim Hess – Aye  
Andrew Hensley – Aye  
Nate Kiser – Aye

BUCHANAN COUNTY LOADING HOPPER REPAIR: Toby Edwards submitted the quotes for the Chute Repair at the Buchanan Transfer Station. A motion was made by Lee Dotson and seconded by Tim Hess to approve the quote of \$7,525 (-) \$900 for a total cost of \$6,625. Motion was ratified, voting as follows:

Rhonda Sluss – Aye  
Lee Dotson – Aye  
Damon Rasnick – Aye

Tim Hess – Aye  
Andrew Hensley – Aye  
Nate Kiser – Aye

LEGAL SERVICES AND PERSONNEL: A motion was made by Nate Kiser and seconded by Damon Rasnick to enter closed session pursuant to Section 2.2-3711(A)(1) of the Code of Virginia to discuss personnel and legal services. Motion was ratified, voting as follows:

Rhonda Sluss – Aye  
Lee Dotson – Aye  
Damon Rasnick – Aye  
Tim Hess – Aye  
Andrew Hensley – Aye  
Nate Kiser – Aye

Rhonda Sluss – Aye  
Lee Dotson – Aye  
Damon Rasnick – Aye

Tim Hess – Aye  
Andrew Hensley – Aye  
Nate Kiser – Aye

A motion was made to reconvene in open session by Nate Kiser and seconded by Damon Rasnick. Motion was ratified voting as follows:

Rhonda Sluss – Aye  
Lee Dotson – Aye  
Damon Rasnick – Aye

Tim Hess – Aye  
Andrew Hensley – Aye  
Nate Kiser – Aye

A motion was made to certify that only public business matters lawfully exempted from open meetings required by Virginia law were discussed in the closed meeting by Nate Kiser and seconded by Damon Rasnick. Motion was ratified, voting as follows:

Rhonda Sluss – Aye  
Lee Dotson – Aye  
Damon Rasnick – Aye

Tim Hess – Aye  
Andrew Hensley – Aye  
Nate Kiser – Aye

A motion was made by Nate Kiser and seconded by Damon Rasnick to approve a Christmas Bonus of \$500 to Toby Edwards and \$250 to Saundra Honaker. Motion was ratified, voting as follows:

Rhonda Sluss – Aye  
Lee Dotson – Aye  
Damon Rasnick – Aye

Tim Hess – Aye  
Andrew Hensley – Aye  
Nate Kiser – Aye

**CORRESPONDENCE/PUBLIC COMMENT**

**VA DEQ QUARTERLY PERMIT INSPECTION – RUSSELL COUNTY TRANSFER STATION:**

No deficiencies. Toby is working on recertification for some of the employees.

A motion was made by Damon Rasnick and seconded by Nate Kiser authorizing Toby Edwards to send letters to the three counties to approve the Manpower and Users Agreements for renewal. Motion was ratified, voting as follows:

Rhonda Sluss – Aye  
Lee Dotson – Aye  
Damon Rasnick – Aye

Tim Hess – Aye  
Andrew Hensley – Aye  
Nate Kiser – Aye

It was noted that Health/Vision/Dental insurance for Toby Edwards renews on February 1, 2026, with an 18.2% premium increase for the same coverage. The increase is from \$1,665.91 to \$1,974.50.

Rhonda Sluss – Aye  
Lee Dotson – Aye  
Damon Rasnick – Aye

Tim Hess – Aye  
Andrew Hensley – Aye  
Nate Kiser – Aye

**ADJOURNMENT AND NEXT MEETING**

A motion was made by Rhonda Sluss and seconded by Damon Rasnick to have the next meeting on Thursday, January 15, 2026, at 6:00 PM at Bonanza in Lebanon and to adjourn the meeting at 7:57 PM. Motion was ratified, voting as follows:

- |                     |                      |
|---------------------|----------------------|
| Rhonda Sluss - Aye  | Tim Hess - Aye       |
| Lee Dotson - Aye    | Andrew Hensley - Aye |
| Damon Rasnick - Aye | Nate Kiser - Aye     |

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Secretary/Treasurer

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Date

Cumberland Plateau Regional Waste Management Authority  
Monthly Board Meeting Minutes  
December 11, 2025

**ADJOURNMENT AND NEXT MEETING**

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- |                     |                      |
|---------------------|----------------------|
| Rhonda Sluss - Aye  | Tim Hess - Aye       |
| Lee Dotson - Aye    | Andrew Hensley - Aye |
| Damon Rasnick - Aye | Nate Kiser - Aye     |

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Secretary/Treasurer

---

Date

Cumberland Plateau Regional Waste Management Authority  
Waste Stream Analysis

Period: January 1, 2025 to December 30th, 2025

**Buchanan County**

Waste Material(s)	Jan 2025	Feb 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	Sept 2025	Oct-25	Nov 2025	Dec 2025	Totals Tons All Months	Average (Per Month) Tonnage
Household	885.62	929.08	1,141.99	1,087.13	1,045.58	1,058.94	1,090.12	1,023.47	1,046.26	1,080.15	935.07	1,079.75	11,324.41	
Commercial	148.62	120.81	120.24	163.36	140.57	156.38	285.15	380.73	196.30	248.00	168.20	228.15	2,130.38	
Construction Debris	283.35	310.84	425.68	153.69	113.96	87.79	51.59	440.96	47.19	54.03	179.48	64.64	2,128.46	
Yard/Ash Waste	7.70	4.11	26.02	5.47	4.37	30.36	33.54	11.49	2.40	7.31	5.83	0.04	138.60	
Mine Waste	388.07	314.75	285.62	344.22	258.34	291.31	297.57	225.28	239.61	236.46	164.75	174.69	3,045.98	
Industrial Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Tires	15.68	13.67	15.57	32.21	39.33	30.91	17.71	26.12	27.95	20.39	23.07	14.05	262.61	
White Goods	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Litter Pick-up	0.55	2.03	6.36	10.90	10.51	2.68	3.84	0.80	5.84	8.34	7.73	5.77	59.58	
Illegal Dumps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Carcass	0.83	0.63	0.51	0.39	0.40	0.13	0.11	0.25	0.15	1.07	14.47	19.78	18.94	
Storm Debris	15.20	204.35	2,157.17	1,304.94	289.33	62.60	23.03	36.83	3.40	0.00	0.00	0.00	4,096.85	
US Army Corps						50.91	71.59	5.03	4.37	58.44	0.00	61.20	251.54	
<b>Totals</b>	<b>1,725.82</b>	<b>1,900.27</b>	<b>4,179.16</b>	<b>3,102.33</b>	<b>1,902.29</b>	<b>1,773.01</b>	<b>1,874.25</b>	<b>2,160.96</b>	<b>1,676.47</b>	<b>1,714.19</b>	<b>1,498.60</b>	<b>1,648.05</b>	<b>23,457.35</b>	<b>2,126.92</b>
Town of Grundy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

**Dickenson County**

Waste Material(s)	Jan 2025	Feb 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	Sept 2025	Oct 2025	Nov 2025	Dec 2025	Totals from all Columns	Average (Per Month) Tonnage
Household	524.19	522.79	534.37	637.49	604.60	572.41	666.84	580.14	585.96	616.41	468.84	575.60	6,314.04	
Commercial	81.90	95.66	131.52	129.82	151.00	128.50	113.32	123.70	138.23	145.24	131.26	95.38	1,370.15	
Construction Debris	8.15	38.35	62.44	38.48	87.37	82.42	27.51	31.16	104.90	355.09	227.52	53.28	1,063.40	
Yard Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Mine Waste	244.27	223.43	243.75	247.77	261.45	249.78	238.04	186.13	211.67	256.53	187.82	229.15	2,548.65	
Industrial Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Tires	15.62	32.02	25.74	21.02	30.45	42.46	28.67	14.54	31.83	27.81	18.91	28.26	289.07	
Storm Debris	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Carcass	0.72	0.00	0.00	0.00	0.32	0.07	0.00	0.07	0.00	0.00	0.00	0.00	1.18	
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Mulch	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Illegal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Dumps/Cleanups	0.00	0.47	0.00	1.31	1.86	6.22	6.29	3.46	0.00	13.90	1.16	0.00	34.67	
Storm Debris	75.44	17.63	17.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	110.70	
<b>Totals</b>	<b>960.29</b>	<b>930.35</b>	<b>1,001.43</b>	<b>1,076.90</b>	<b>1,137.05</b>	<b>1,081.87</b>	<b>1,078.67</b>	<b>939.20</b>	<b>1,072.59</b>	<b>1,414.98</b>	<b>1,035.51</b>	<b>961.67</b>	<b>11,731.86</b>	<b>1,065.25</b>
Town of Clintwood	0.00											0.00		

**Russell County**

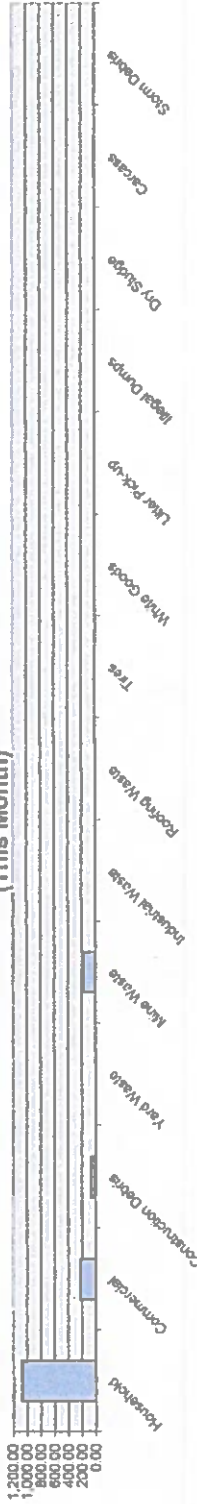
Waste Material(s)	Jan 2025	Feb 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	Sept 2025	Oct 2025	Nov 2025	Dec 2025	Totals from all Columns	(Per Month) Tonnage
Household	1,069.91	1,075.48	1,296.20	1,381.06	1,348.42	1,388.41	1,447.72	1,279.35	1,367.41	1,283.11	1,097.92	1,374.23	14,034.97	
Commercial	168.91	180.54	179.01	204.07	144.03	178.01	162.38	204.67	169.56	165.12	134.78	100.37	1,889.08	
Construction Debris	26.73	33.56	132.27	172.44	109.18	164.12	140.20	92.86	143.27	164.92	58.37	60.90	1,237.90	
Yard/Ash Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Mine Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Industrial Waste	11.06	13.05	14.04	10.93	10.99	12.80	13.62	17.52	15.16	20.18	11.58	24.17	150.73	
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Tires	10.79	12.03	9.17	41.51	20.50	24.66	18.92	27.02	34.66	40.69	20.64	15.16	260.59	
White Goods	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Pallets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Contaminated														
Recycle	10.42	5.89	5.68	8.86	9.13	14.46	9.49	12.89	9.68	8.22	12.94	6.96	107.66	
Illegal Dumpsite	0.00	0.00	4.55	1.23	2.01	6.30	3.80	2.09	4.22	1.97	1.04	0.78	27.21	
Storm Debris	2.98	0.00	0.00	0.00	0.00	0.00	11.32	1.03	0.00	0.00	0.00	0.00	15.31	
Carcass	0.92	0.00	1.09	0.82	0.17	0.73	7.35	0.55	0.53	0.13	1.12	4.37	13.41	
<b>Totals</b>	<b>1,298.70</b>	<b>1,320.53</b>	<b>1,642.01</b>	<b>1,820.92</b>	<b>1,644.41</b>	<b>1,789.29</b>	<b>1,814.80</b>	<b>1,637.88</b>	<b>1,744.49</b>	<b>1,684.34</b>	<b>1,338.38</b>	<b>1,586.94</b>	<b>17,736.86</b>	<b>1,512.44</b>
Town of Lebanon			0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00		
Town of Honaker														
Town of Cleveland			0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00		
											<b>Total FY 2025</b>		<b>52,926.07</b>	



**Buchanan County Waste Stream Analysis**  
Period: December 1, 2025 to December 30, 2025

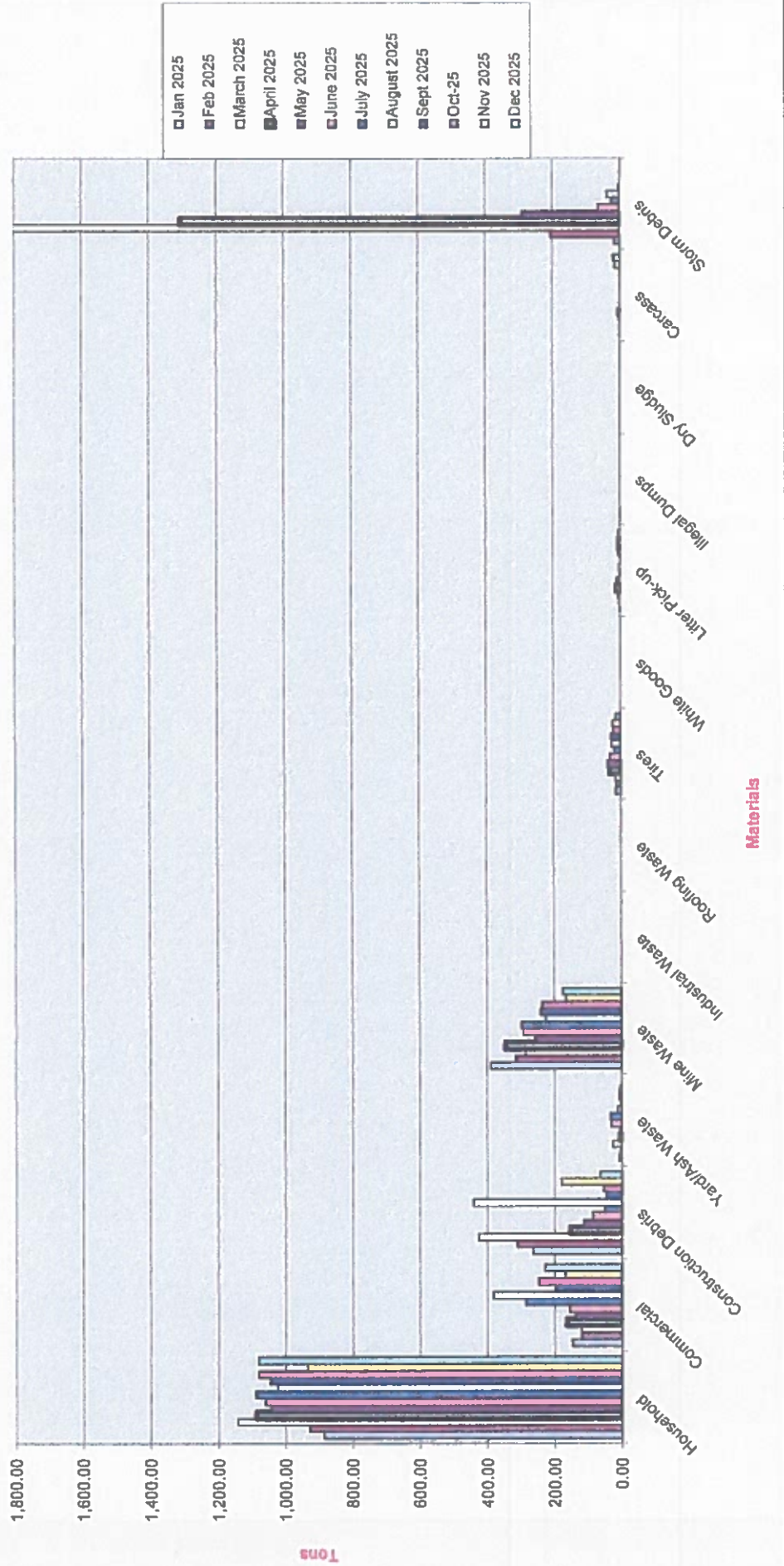
Name of Waste Material	This Month (Tons)	Last Month (Tons)	2024 (Tons)	2023 (Tons)	2022 (Tons)	2021 (Tons)	2020 (Tons)	2019 (Tons)	2018 (Tons)	2017 (Tons)	2016 (Tons)	2015 (Tons)	2014 (Tons)	2013 (Tons)	2011 (Tons)	2010 (Tons)	2009 (Tons)	2008 (Tons)	2007 (Tons)	2006 (Tons)
Household	1,079.75	935.07	910.79	890.01	927.31	951.68	1,036.91	869.22	875.98	1,053.62	1,109.37	59.31	978.29	912.02	1,076.85	1,011.74	1,106.55	1,054.70	1,191.51	1,210.24
Commercial	228.15	168.20	142.28	187.52	185.81	149.27	130.29	84.64	102.39	78.06	89.42	110.38	110.38	170.35	268.04	223.85	102.54	118.73	112.12	133.45
Construction	64.64	178.48	82.47	69.99	158.11	21.26	43.88	56.90	30.87	12.05	25.95	20.06	7.61	23.20	32.08	30.83	33.64	34.72	88.85	26.10
Debris	0.04	5.83	12.60	3.47	140.02	15.93	6.32	16.43	6.38	0.00	0.05	6.80	1.77	0.00	31.83	26.81	7.27	0.00	0.00	0.00
Yard Waste	174.69	290.07	290.07	207.04	289.93	224.35	342.91	334.08	415.30	286.10	4.26	113.74	167.58	428.85	314.43	189.44	324.50	178.73	10.94	125.07
Industrial Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Tires	14.05	23.07	27.71	13.27	13.41	35.70	18.72	51.00	0.31	10.86	3.89	10.05	25.73	13.78	14.03	60.32	18.58	44.59	31.83	25.28
White Goods	0.00	0.00	0.00	0.00	0.00	0.00	0.11	2.39	0.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.01	28.92
Liter Pick-up	5.77	7.73	6.78	2.89	0.39	0.19	1.13	0.63	0.93	4.18	5.84	6.68	7.37	8.37	9.68	6.38	5.14	5.37	5.82	5.71
Illegal Dump	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Carcass	19.76	14.47	3.33	0.80	0.31	0.25	0.98	0.48	7.74	0.78	0.83	1.33	0.45	0.16	0.13	0.27	0.21	0.21	0.77	0.05
Storm Debris	0.00	0.00	0.00	0.00	184.28	147.41	0.00	0.00	0.00	12.82	14.59	3.21	0.00	0.48	0.00	0.00	0.00	0.00	0.00	0.00
US Army Corps	61.20																			
<b>Total</b>	<b>1,648.05</b>	<b>1,488.80</b>	<b>1,476.01</b>	<b>1,381.25</b>	<b>1,903.87</b>	<b>1,848.04</b>	<b>1,802.78</b>	<b>1,424.77</b>	<b>1,448.29</b>	<b>1,463.05</b>	<b>1,218.46</b>	<b>1,363.44</b>	<b>1,301.87</b>	<b>1,660.22</b>	<b>1,748.03</b>	<b>1,553.21</b>	<b>1,597.69</b>	<b>1,440.41</b>	<b>1,425.84</b>	<b>1,587.98</b>

**Buchanan County Waste Stream Analysis**  
(This Month)



Total Tonnage includes the following towns:  
Grundy 0

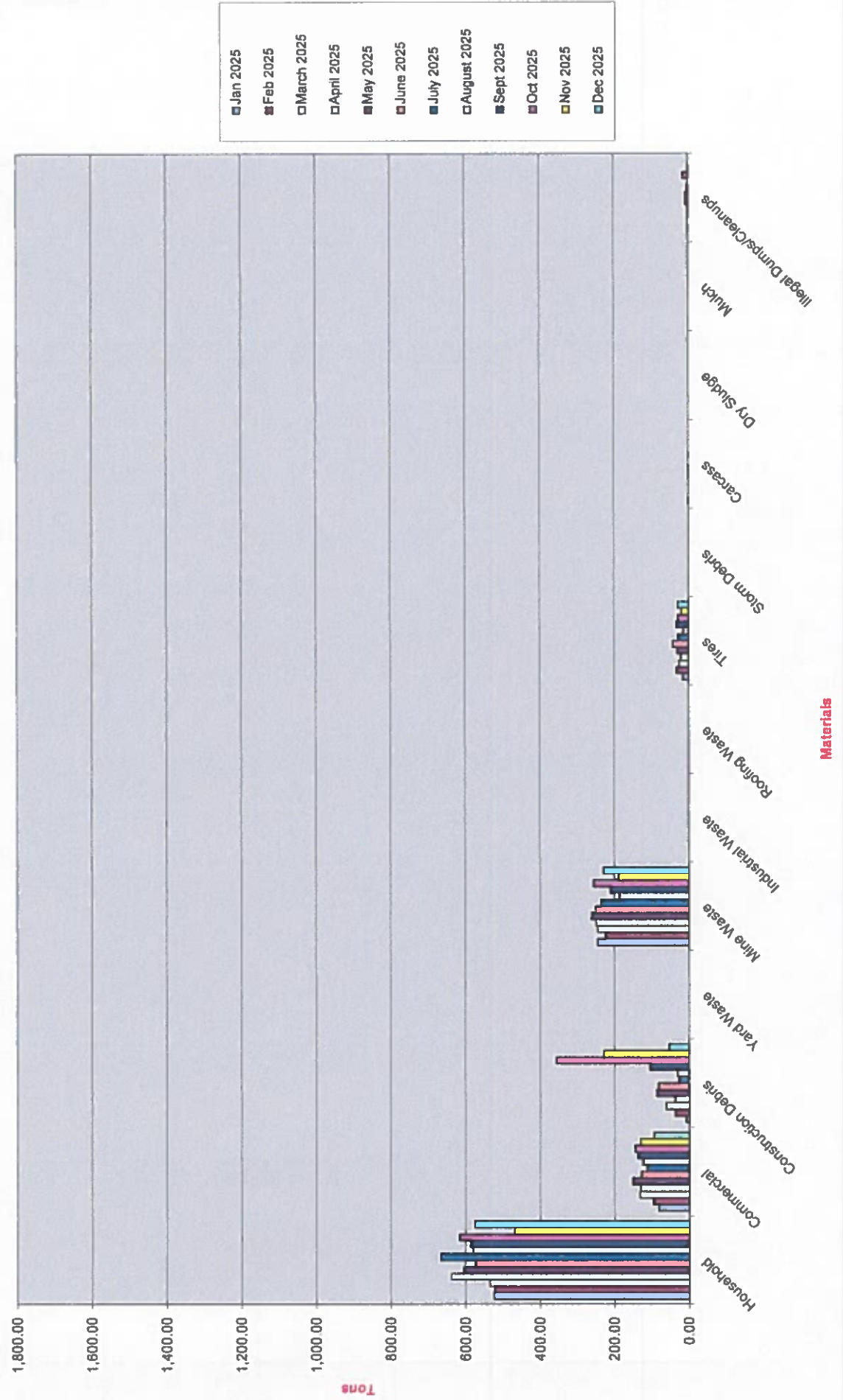
Buchanan County 2025



2



### Dickenson County 2025

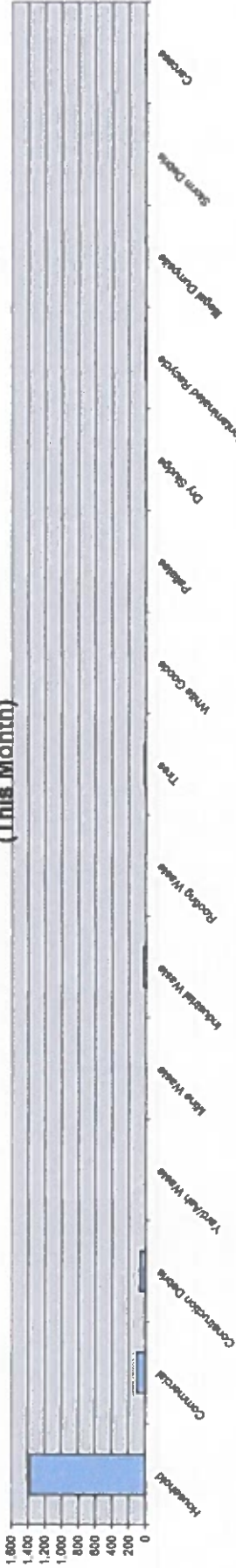


01

Russell County Waste Stream Analysis  
 Period: December 1, 2025 to December 30, 2025

Name of Waste Material	This Month (Tons)	Last Month (Tons)	2024 (Tons)	2023 (Tons)	2022 (Tons)	2021 (Tons)	2020 (Tons)	2019 (Tons)	2018 (Tons)	2017 (Tons)	2016 (Tons)	2015 (Tons)	2014 (Tons)	2013 (Tons)	2012 (Tons)	2011 (Tons)	2010 (Tons)	2009 (Tons)	2008 (Tons)	2007 (Tons)	2006 (Tons)
Household	1,374.23	1,097.92	1,286.39	1,028.08	1,230.81	1,284.10	1,219.44	967.40	1,034.48	1,036.36	1,053.25	1,107.41	1,082.21	1,112.05	1,169.44	1,290.03	1,272.20	1,339.30	1,299.15	1,400.31	1,516.01
Commercial	100.37	134.78	134.99	138.01	127.58	104.52	100.70	114.94	114.85	129.58	113.50	126.29	132.42	123.95	137.82	147.57	123.60	282.31	224.13	182.22	227.26
Construction Debris	60.90	58.37	89.94	125.41	114.98	84.47	83.09	36.64	37.11	25.64	34.55	33.21	40.40	51.28	27.31	36.72	47.42	98.87	39.80	136.08	22.79
Yard/Ash Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.63	56.31	63.63	137.47	0.00	0.00	0.19	48.85	39.71	6.56	25.82	3.18	119.86	91.77
Mine Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.91	42.54	21.89	27.90	0.00	0.00	0.00	0.00
Industrial Waste	24.17	11.56	9.82	13.67	28.50	30.78	36.40	24.57	41.02	28.15	15.72	9.67	7.24	6.85	6.28	9.59	6.22	15.20	19.80	61.14	117.77
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.13	55.02
White Goods	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.87	0.00	0.00	7.16	0.11	0.14	2.69	0.25	5.40	4.65	1.39	1.81	5.31
Pellets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contaminated Recycle	6.98	12.94	4.76	15.80	12.82	0.00	21.38	12.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Illegal Dumping	0.78	1.04	0.33	1.19	0.00	0.51	0.72	0.00	0.00	14.91	3.61	16.54	7.80	7.45	9.27	0.08	4.44	12.09	3.64	2.72	0.85
Storm Debris	0.00	0.00	50.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Carcass	4.37	1.12	2.46	2.17	2.33	1.82	3.26	1.46	1.81	1.54	2.10	1.08	1.47	2.04	1.81	4.36	3.61	2.19	1.46	1.62	2.40
<b>13742560</b>	<b>1,585.94</b>	<b>1,292.22</b>	<b>1,592.22</b>	<b>1,380.07</b>	<b>1,554.83</b>	<b>1,505.76</b>	<b>1,481.68</b>	<b>1,208.18</b>	<b>1,312.56</b>	<b>1,310.07</b>	<b>1,368.26</b>	<b>1,309.70</b>	<b>1,359.54</b>	<b>1,323.67</b>	<b>1,484.44</b>	<b>1,656.36</b>	<b>1,499.02</b>	<b>1,779.33</b>	<b>1,683.34</b>	<b>1,929.76</b>	<b>2,083.66</b>

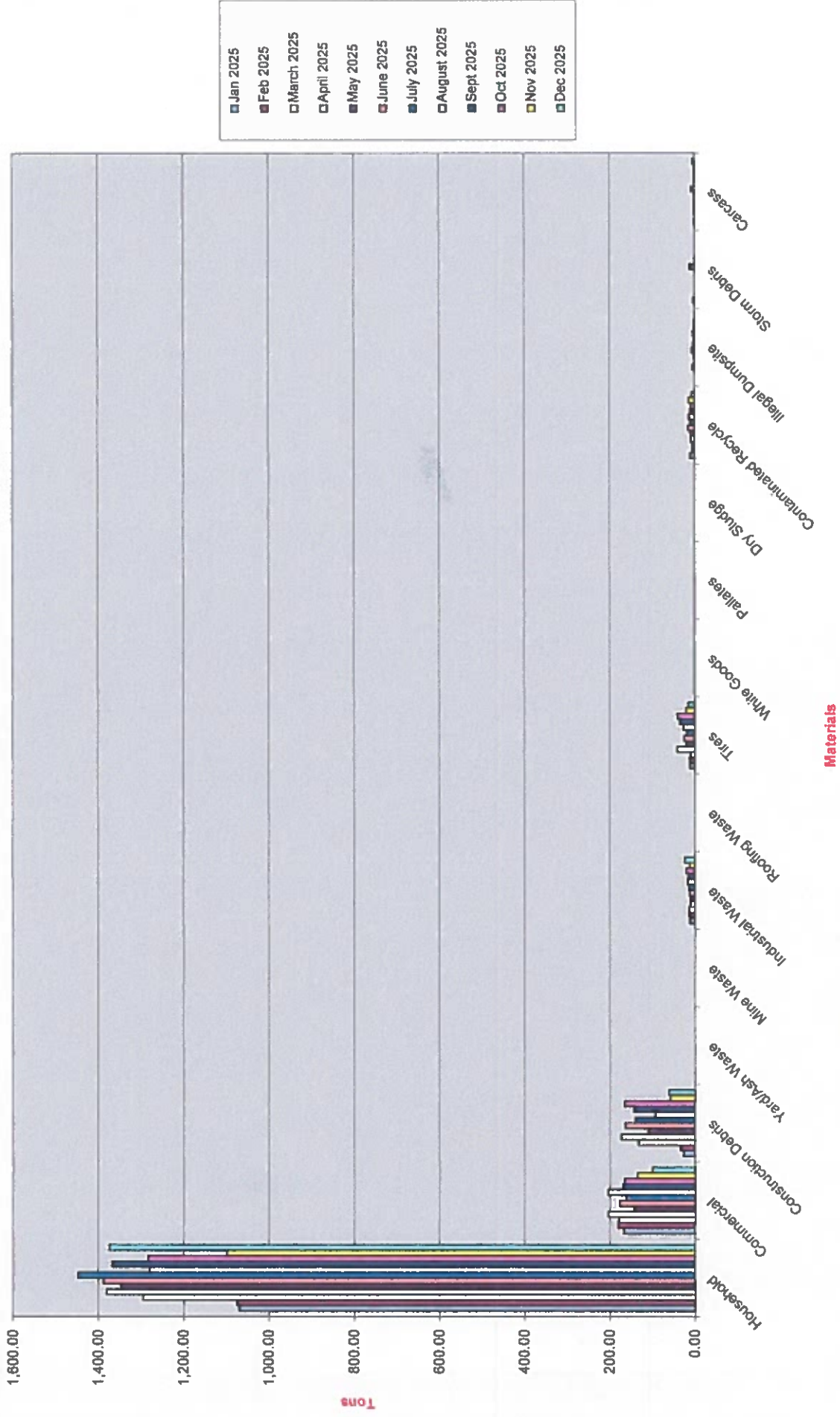
Russell County Waste Stream Analysis  
 (This Month)



Total Tonnage includes the following towns:

Lebanon	0
Cleveland	0
Henaker	0

### Russell County 2025



Cumberland Plateau Regional Waste  
Management Authority

Cash Flow Statement

December 2025

Cash Balance - November 30, 2025 106,571.73

Cash Received - Tipping Fees:

Buchanan (Nov) 106,053.80

Dickenson (Nov) 88,617.17

194,670.97

Cash Flow Statement

December 2025

Cash Expenditures

Cash Expenditures - December 2025

(218,721.99)

Cash Balance - November 30, 2025

Cash Balance - December 31, 2025

82,520.71

Buchanan (Nov)

106,053.80

Dickenson (Nov)

88,617.17

Cash Expenditures

Cash Expenditures - December 2025

**Fund Balances:**

<b>Interest Emergency Fund</b>		
Nov/25		
Balance	\$13,762.36	
Dec/25		
Interest	\$888.24	
	Balance 12/31/25	14,650.60
<b>Capital Equip Replacement Fund</b>		<b>165,510.00</b>
<b>DEQ C/D</b>		<b>54,249.96</b>

<b>Total in Bank</b>	<b>\$316,931.27</b>
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Fund Balances:

<b>Interest Emergency Fund</b>		
Nov/25		
Balance	\$13,762.36	
Dec/25		
Interest	\$888.24	
	Balance 12/31/25	14,650.60
<b>Capital Equip Replacement Fund</b>		<b>165,510.00</b>
<b>DEQ C/D</b>		<b>54,249.96</b>

Total in Bank	\$316,931.27
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**Cumberland Plateau Regional  
Check Register  
For the Period From Dec 1, 2025 to Dec 31, 2025**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Amount
	12/4/25	Anthem HealthKeepers, Inc.	155.62 Toby Dental/Vision
15418	12/5/25	Unifirst Corporation	530.88 Uniforms Nov/25
15408	12/5/25	Overhead Door Co of JC	711.81 RC Sta Maint
15407	12/5/25	Buchanan County PSA	73.62 BC Utility
15409	12/5/25	Primo Brands	48.72 RC Supplies
15410 Online	12/5/25	Caterpillar Financial Services Corp	6,798.15 Loader Payment
15411	12/5/25	Mansfield Oil Company	354.30 Vehicle Fuel
15412	12/5/25	IGO Technology	99.85 BC Internet
15413	12/5/25	Innovalive Technology Solutions	180.00 IT Support
15414	12/5/25	NXTGen Mobile Welding Services, LLC	1,075.00 BC Equip Maint
15415	12/5/25	McCoy Construction & Forestry	322.16 BC/DC/RC Tire Shredde
15416	12/5/25	Advance Auto Parts	55.98 Vehicle Maint
15417	12/5/25	Carter Machinery Company, Inc.	248.02 DC Equip \$117.84 RC Equip Maint \$130.18
15406	12/5/25	Void	
	12/8/25	Checkmate Check Service	139.04 Office Supplies
15426	12/11/25	WM Corporate Services, Inc.	107,053.53 BC Tipping \$39,710.62 DC Tipping \$29,424.02 RC Tipping \$37,918.89
15425	12/11/25	Custom Ecology, Inc.	85,672.65 BC Hauling \$33,057.44 DC Hauling \$24,180.33 RC Hauling \$28,434.88
15424	12/11/25	Pest Control Plus, Inc.	120.00 BC/DC/RC Pest \$ 40 ea
15428	12/11/25	Honaker Solutions, LLC	840.00 Accounting Dec/25
15427	12/11/25	Industrial Development Authority	200.00 Office Rent Jan/26
15423	12/11/25	Dickenson Co Public Service Authority	58.25 DC Utility
15422	12/11/25	Danny Davis	500.00 BC/DC/RC Shredder Maint
15429 Online	12/11/25	First Bank & Trust	1,307.03 Bank Loan
15419 Online	12/11/25	Appalachian Power Company	567.62 BC Electric
15421 Online	12/11/25	Appalachian Power Company	463.53 RC Electric
15420 Online	12/11/25	Appalachian Power Company	491.72 DC Electric
	12/12/25	Toby F. Edwards	500.00 Christmas Bonus
	12/15/25	TAG Resources, LLC	292.02 Toby's 401k
12.15.25	12/15/25	Toby F. Edwards	2,639.50 Toby's Salary 1st half
	12/15/25	TAG Resources, LLC	46.88 Toby's 401k
	12/25/25	Anthem HealthKeepers, Inc.	1,665.91 Toby's Hospitalization
	12/31/25	TAG Resources, LLC	292.02 Toby's 401k
12.31.25	12/31/25	Toby F. Edwards	2,639.50 Toby's Salary 2nd half
1.15.26	12/31/25	United States Treasury	2,142.32 Federal Withholding
1.26.26	12/31/25	VA Dept of Taxation	436.56 State Withholding
<b>Total</b>			<b>216,721.99</b>

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CUMBERLAND+1:065D PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY  
 FY 2025-26 - OPERATING BUDGET & EXPENSE REPORT

	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Thru 12/31/2025	192	FY 2025-26 Budget
<b>Direct Expenses:</b>									
Transport/Disposal	214,778.17	230,571.42	220,543.43	217,491.46	239,342.10	192,726.18	1,315,452.75		2,423,888.00
Tire Recycling									
HHW Event					5,453.74		5,453.74		20,000.00
Other Reimbursed Expenses									
	214,778.17	230,571.42	220,543.43	217,491.46	244,795.84	192,726.18	1,320,906.49		2,443,888.00
<b>Overhead Expenses:</b>									
Debt Service - Loaders	6,798.15	6,798.15	6,798.15	6,798.15	6,798.15	6,798.15	40,788.90		81,578.00
Projects-Tire Shear	1,307.03	1,307.03	1,307.03	1,307.03	1,307.03	1,307.03	7,842.18		15,609.00
Other Disposal		200.00		2,425.00			2,625.00		2,000.00
Utilities:									
Buchanan	427.26	491.14	299.38	342.71	343.41	641.24	2,545.14		8,000.00
Dickenson	364.50	367.85	363.03	322.14	459.26	549.97	2,426.75		8,000.00
Russell	628.04	326.52	290.11	277.77	326.71	463.53	2,312.68		8,000.00
Supplies:									
Buchanan	723.17	1,163.51	124.98	27.73			2,039.39		2,500.00
Dickenson		1,245.87		27.73	203.83		1,477.43		2,500.00
Russell	65.95	1,097.35	13.99	101.86	14.73	48.72	1,342.60		2,500.00
Fuel:									
Buchanan	23.52	72.61	2,147.56	33.71	1,487.91		3,765.31		11,330.00
Dickenson			1,040.35		1,460.44		2,500.79		9,270.00
Russell			2,319.11		1,675.28		3,994.39		11,330.00
Telephone:									
Buchanan	201.82	175.23	292.97	380.21	197.17	99.85	1,347.25		2,878.00
Dickenson	194.33		172.72	194.38	86.41		647.84		2,060.00
Russell	233.74	86.31	165.23	234.58	125.54		846.40		2,987.00
Station Maintenance/Improvements:									
Buchanan		1,880.51	12,968.59	3,245.00	40.00	206.67	18,340.77		30,900.00
Dickenson		1,400.01	40.00	40.00	1,687.99	206.66	3,374.66		30,900.00
Russell	244.20	11,562.02	6,096.38	40.00	40.00	918.48	18,901.08		30,900.00
Loader/Equip Maintenance:									
Buchanan	4,568.79	326.80	17,528.28	3,471.48	292.94	1,182.39	27,370.67		23,838.00
Dickenson	4,325.05	180.31	3,095.78	2,913.30	442.93	225.22	11,182.59		23,838.00
Russell	5,209.50	536.64	4,779.93	2,005.54	1,524.52	237.57	14,293.70		23,838.00
Transfer Station Permits and Management:									
Station Permits			23,730.00				23,730.00		24,720.00
VACO Insurance	14,459.00				555.00		15,014.00		16,000.00
Management	7,300.52	7,300.52	7,300.52	7,300.52	7,300.52	7,886.55	44,389.15		89,555.00
Fringe-Health & Retirement	2,834.09	2,832.09	2,832.08	2,832.08	2,832.08	2,923.78	17,086.19		33,937.00
Finance Manager	840.00	840.00	840.00	840.00	840.00	840.00	5,040.00		10,580.00
									48%

Legal							875.50			1,990.20	10,300.00	1%
IT Support	3,276.53	1,114.70	2,988.87	884.98	180.00	8,068.34	10,000.00	21%				
Office Rental/Internet/Ceiling/Office Supplies	875.25	200.00	410.23	349.34	292.34	339.04	5,000.00	4%				
Directors Comp & PR Tax	1,076.50	1,076.50	1,076.50	861.20	1,076.50	5,167.20	15,502.00	3%				
Professional Fees (Audit)							8,750.00	0%				
Meeting Expense		187.68			151.33	339.01	3,000.00	1%				
Travel							1,500.00	0%				
Supplies:							1,000.00	0%				
Dues/Licenses							1,030.00	0%				
Vehicle Expense	78.32	186.71	1,014.55	272.71	235.73	410.28	4,000.00	5%				
Uniform Rentals	707.58	1,044.70	1,786.14	660.34	700.00	530.68	14,000.00	3%				
Advertising		269.40				269.40	2,000.00	13%				
Reserves/equip/								0%				
Emergency Fund												
OVERHEAD SUBTOTAL	\$ 56,762.84	\$ 45,008.12	\$ 101,822.46	\$ 39,064.99	\$ 32,498.75	\$ 25,995.81	\$ 301,152.95	\$ 588,430.00	51%			
TOTAL EXPENSES	\$ 271,541.01	\$ 275,579.54	\$ 322,365.89	\$ 258,558.45	\$ 277,294.59	\$ 216,721.99	\$ 1,822,059.44	\$ 3,032,318.00				

Rate begins July 1, 2024  
16,345.28

\*\*Overhead Rate per County

# Attachment - 2yr Extension

## **EXHIBIT C CONTRACTOR'S PROPOSAL/PRICING**

**Disposal Rates (all Transfer Stations) includes annual price increase 4%**

Year 1 (October 27, 2023-October 27, 2024)	\$27.00 / Ton
Year 2 (October 27, 2024-October 27, 2025)	\$28.08 / Ton
Year 3 (October 27, 2025-October 27, 2026)	\$29.20 / Ton
<i>If 2 year Extension is Agreed Upon</i>	
Year 4 (October 27, 2026-October 27, 2027)	\$30.36 / Ton
Year 5 (October 27, 2027-October 27, 2028)	\$31.57 / Ton

**USER AGREEMENT  
FOR  
SOLID WASTE DISPOSAL**

THIS AGREEMENT, made and executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between the COUNTY OF DICKENSON, Virginia, the COUNTY OF BUCHANAN, Virginia, and the COUNTY OF RUSSELL, Virginia, political subdivisions of the COMMONWEALTH OF VIRGINIA, hereinafter referred to as “Users,” and the CUMBERLAND PLATEAU WASTE MANAGEMENT AUTHORITY, a body politic and corporate and a political subdivision of the COMMONWEALTH OF VIRGINIA, an Authority created by the aforesaid Users, pursuant to the Virginia Water and Sewer Authorities Act, hereinafter referred to as “Authority.”

**ARTICLE I – BASIC INTENT AND PURPOSE**

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

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

## ARTICLES II – DEFINITIONS

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

disposal, the times and places where material will be received by the Authority, the methods of collecting fees charged by the Authority for disposal service, and such other information as will describe operational procedures, control use of the Disposal System and provide instruction and guidelines to users of the Disposal System. The Plan of Operation shall be marked as Exhibit "A" and incorporated by reference into this User Agreement. Said Plan of Operation shall be subject to annual review at the same time this User Agreement is subject to annual review. If any changes are made to the Plan of Operation by the parties, such changes shall also be subject to the approval of the Department of Environmental Quality.

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

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

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



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

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

### **ARTICLE III – TERM OF AGREEMENT**

1. This Agreement shall become effective and operations hereunder shall commence on or about **July 1st, 2025**. This Agreement shall be binding upon the parties, commencing upon the execution hereof, and extending for a period of one (1) year. Prior to the end of the one-year term, any further extensions must be approved by the Board of Supervisors of each of the User and the Authority Board annually.

### **ARTICLE IV – DELIVERY CONDITIONS**

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

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

1. The Users agree to pay to the Authority rates, fees, and other charges as approved by the Authority's Board of Directors in compliance with Va. Code Ann. §15.2-5136 subject to approval of the Board of Supervisors of each User. The Authority agrees to comply with § 15.2-5136 when fixing rates, fees, and other charges. . Each of the Users shall have the right to set the fees to be charged to the public at each transfer station in their respective county for the disposal of DSW.
2. The Authority shall invoice each User for the Tipping Fees on a monthly basis (within ten (10) days after the end of the month). Such invoices will show the total tonnage received by the Authority attributable to the User during the billing period of all DSW. Such invoices shall be due and payable without offset within Thirty (30) days of the date of the invoice.
3. The DSW delivered to the Disposal System will be weighed for the purpose of determining the actual tonnage received. Fractions of tons actually received shall be invoiced on an accumulated basis each month. In the event of malfunction of the Authority's weighing scales or other measuring device, an estimate of the amount of DSW received will be computed based on the average amount received per vehicle, when dumping records for such vehicle for the six (6) months immediately preceding are available, or when such records are not available, will be computed based on the average amount received per vehicle of like size and/or compaction ratio.
4. The Authority shall keep proper books and records in accordance with generally accepted accounting principles which shall be available for inspection by the User at all reasonable times.
5. Any proposed amendment of rates, fees or other charges imposed by the Authority on the Users pursuant to this Agreement is subject to approval by the

Users after the Authority has provided adequate documentation to demonstrate that an increase or decrease is necessary under § 15.2-5136.

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

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

#### **ARTICLE VII – DEFAULT**

1. In the event of default, the non-defaulting party shall have the right, but not the obligation, to cure such default and to charge the defaulting party for the cost of curing said default, and to obtain reimbursement thereof.
2. Upon the occurrence of a default by the Authority hereunder, any of the Users, after giving notice of such default to the Authority, may bring appropriate legal proceedings to require the Authority to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement. However, prior to any of the Users initiating legal action against the Authority, the User(s) must give the Authority written notice of the default and provide the Authority thirty (30) days to cure said default.

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

#### **ARTICLE VIII – NO PARTNERSHIP**

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

#### **ARTICLE IX – FORCE MAJEURE**

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

## **ARTICLE X – EXTENT OF AGREEMENT**

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

## **ARTICLE XI – GENERAL**

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be properly executed and attested by duly authorized officials as of this the \_\_ day of \_\_\_\_\_, 2026.

Fee Schedule  
Schedule II

**Disposal for all Three Counties**

Oct 27, 2023 to Oct 26, 2024	\$27.00 per ton
Oct 27, 2024 to Oct 26, 2025	\$28.08 per ton
Oct 27, 2025 to Oct 26, 2026	\$29.20 per ton
Oct 27, 2026 to Oct 26, 2027	\$30.36 per ton
Oct 27, 2027 to Oct 27, 2028	\$31.57 per ton

**Transportation Rate (Different for each County-Milage)**

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
BC	\$22.31	\$22.98	\$23.67	\$24.38	\$25.11
DC	\$22.04	\$22.70	\$23.38	\$24.08	\$24.80
RC	\$20.27	\$20.88	\$21.51	\$22.16	\$22.82

Cumberland Plateau Regional Waste Management Authority

By \_\_\_\_\_ (SEAL)

CPRWMA Chairman, Andrew Hensley  
135 Highland Drive, Suite C  
Lebanon, Virginia 24266  
Telephone: (276) 883-5403

ATTEST:

\_\_\_\_\_  
CPRWMA Secretary (SEAL)

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
R.J. Thornbury, Esq. Counsel for the CPRWMA (SEAL)

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

The foregoing contract was subscribed and acknowledged before me by Tim Hess, Chairman of the CPRWMA Board, \_\_\_\_\_, Secretary of the CPRWMA and R.J. Thornbury, Counsel for CPWRMA this the \_\_\_ day of \_\_\_\_\_ 2025 in \_\_\_\_\_ County, Va.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_.  
My Registration # is \_\_\_\_\_.

Dickenson County Board of Supervisors

By \_\_\_\_\_ (SEAL)

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

ATTEST:

\_\_\_\_\_  
Larry Barton, County Administrator (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
William Sturgill, Esq. (SEAL)  
County Attorney of Dickenson County, Va.

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

The foregoing contract was subscribed and acknowledged before me by Chris Hall, Chairman of the Dickenson County Board of Supervisors, Larry Barton, County Administrator the Dickenson County, Va. and William Sturgill, County Attorney of Dickenson County, Va., this the \_\_\_\_ day of \_\_\_\_\_ 2026 in \_\_\_\_\_ County, Va.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_  
My Registration # is \_\_\_\_\_



Buchanan County Board of Supervisors

By \_\_\_\_\_ (SEAL)

Tim Hess, Chairman  
P.O. Drawer 950  
Grundy, Va. 24614  
Telephone: 276-935-6503  
Fax: 276-935-4479

ATTEST:

\_\_\_\_\_ (SEAL)

Robert Craig Horn  
County Administrator

APPROVED AS TO FORM:

\_\_\_\_\_ (SEAL)

Lawrence L. Moise III, Esq.,  
County Attorney

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

The foregoing contract was subscribed and acknowledged before me by Tim Hess, Chairman of the Buchanan County Board of Supervisors, Robert Craig Horn, County Administrator and Lawrence L. Moise III, County Attorney this the \_\_\_\_ day of \_\_\_\_\_ 2026 in \_\_\_\_\_ County, Va.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_.

My Registration # is \_\_\_\_\_.

Russell County Board of Supervisors

By \_\_\_\_\_ (SEAL)

David Eaton, Chairman  
137 Highland Drive  
Lebanon, Va. 24266  
Telephone: 276-889-8000  
Fax: 276-889-8011

ATTEST:

\_\_\_\_\_ (SEAL)

Lonzo Lester  
County Administrator

APPROVED AS TO FORM:

\_\_\_\_\_ (SEAL)

Terry Kilgore, Esq.,  
County Attorney

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

The foregoing contract was subscribed and acknowledged before me by David Eaton, Chairman of the Russell County Board of Supervisors, Lonzo Lester, County Administrator and Terry Kilgore, Esq. County Attorney, this the \_\_\_\_ day of \_\_\_\_\_ 2026 in \_\_\_\_\_ County, Va.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_.

My Registration # is \_\_\_\_\_.

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

THIS AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between Cumberland Plateau Regional Waste Management Authority (hereinafter referred to as the "Authority") and the County of Buchanan, Virginia, a political subdivision of the Commonwealth of Virginia, (hereinafter referred to as "County").

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

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

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

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

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

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

## REPRESENTATIONS AND CERTIFICATIONS

Both parties hereto specifically represent and certify that each has (1) reviewed and understands the terms and conditions as stated herein; (2) that each has the requisite right, power and authority necessary for the execution hereof; and (3) that any and all requirements imposed by the Virginia Public Procurement Act have been satisfied.

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

## AUTHORITY AND COUNTY OBLIGATIONS

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

## QUALITY OF SERVICE ON PERSONNEL/PERFORMANCE EVALUATION

The Authority shall maintain the Transfer Station open for performance of this Agreement between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, excluding observed holidays as provided for in the User Agreement executed between the Authority and the County. If the County wishes to open additional hours, it shall do so at its own manpower

expense. The actual operating hours may be altered, provided both parties agree to changes in the normal posted hours and contingent upon DEQ approval.

#### SCOPE OF SERVICE CONTRACTOR OBLIGATIONS

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

#### TERM OF CONTRACT

This Agreement shall be effective as of the 5<sup>th</sup> day of April, 2026. The initial term of this Agreement shall be one (1) year commencing on the 5<sup>th</sup> day of April, 2026. The term of this Agreement shall extend for an additional one-year, upon the same terms and conditions as herein, unless either party elects to cancel this Agreement by three (3) months written notice to the other party prior to the end of this term or of any hold over term.

## NONDISCRIMINATION

The County shall not discriminate against any person because of race, sex, age, creed, color, religion, natural origin or handicap.

## INSURANCE

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

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

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

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

## COVID-19, PANDEMIC AND EPIDEMIC POLICY

The parties agree to adopt the Covid-19, Pandemic and Epidemic Policy (Policy) attached hereto and incorporated by reference herein as Exhibit "B" for transfer station employees. The Policy is in effort to reduce workplace hazards by the prevention and

mitigation of the spread of Covid-19 or other illness identified as a pandemic or epidemic, in accordance with Virginia Department of Labor and Industry guidelines.

#### DEFAULT

Except as otherwise provided herein, if either party defaults in the performance of any of the warranties, covenants or conditions contained herein for thirty (30) days after the other party has given the defaulting party written notice of such default and the party defaulting shall not have commenced to cure such default within said period and to pursue diligently the completion thereof, the other party may: (i) terminate this Agreement as of any date at least thirty (30) days after the last day of the thirty (30) day period; (ii) cure the default at the expense of the defaulting party and (iii) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right for all damage or loss suffered as a result of such default and termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default. In the event that in the exercise of due diligence during the aforesaid thirty (30) day period such cure cannot reasonably be effected or completed, such cure period shall be extended to include such additional time as is reasonably necessary to effect or complete such cure provided the defaulting party exercises continuous diligent efforts to cure such default during such extended period.

#### GENERAL PROVISIONS

Neither party shall assign or transfer or permit the assignment or transfer of this Agreement or the rights hereunder without the prior written consent of the other party. The Authority expressly reserves the power to demand Contractor to provide qualified personnel at the transfer station. In the event that said employees are not performing to the Authority's needs or specifications, the County will immediately cure said deficiency by supplying

alternative qualified personnel. The Contractor will as outlined in this agreement supply at least (3) certified operators as approved by the Virginia Department of Professional and Occupational Regulation Board during daily operations.

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

From and after the date of this Agreement, the County's performance hereunder may be suspended, and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the County. Such causes may include, by way of example and not limitations, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage, lack of adequate fuel, power or raw materials, judicial, administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by the Agreement; national defense requirements; labor strike, lockout or injunction.

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



and enforceable.

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

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

All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed to the Cumberland Plateau Regional Waste Management Authority, 135 Highland Drive, Suite C, Lebanon, VA 24266, or addressed to Buchanan County, P.O. Drawer 950, Grundy, VA 24614.

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2025, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

**CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY**

BY: \_\_\_\_\_  
CPRWMA Chairman

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by, Andrew Hensley, Chairman of Cumberland Plateau Regional Waste Management Authority this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**COUNTY OF BUCHANAN COUNTY  
BOARD OF SUPERVISORS**

BY: \_\_\_\_\_  
Chairman of the Buchanan County Board of Supervisors

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Chairman of the Buchanan County Board of Supervisors this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

BY: \_\_\_\_\_  
County Administrator

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Administrator for Buchanan County, Virginia, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**APPROVED AS TO FORM**

BY: \_\_\_\_\_  
County Attorney for Buchanan County

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Attorney for Buchanan County, Virginia, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

**INSURANCE COVERAGE RIDER**

COVERAGES Workmen's

LIMITS OF LIABILITY

Compensation Employer's

Statutory

Liability

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

Excess Umbrella Liability

\$1,000,000 each occurrence

## EXHIBIT B

### CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY

#### Transfer Staff COVID-19, Pandemic and Epidemic Policy

##### Reason for policy:

Due to declining infection rates, increases in vaccination and natural immunity within the general population, the Virginia Safety and Health Codes Board revoked Virginia's Covid-19 workplace safety standards effective March 23, 2022. Therefore, employers no longer need to comply with the requirements of the previous Emergency Temporary Standard for Infectious Disease Prevention but are still required to provide a healthy workplace free from hazards. The Cumberland Plateau Regional Waste Management Authority (the "Authority") seeks to comply with this requirement and the newly created Virginia Safety and Health Code Guidelines for Covid-19 as well as establish a policy to address other diseases identified by the Center for Disease Control ("CDC") as a pandemic or an epidemic within the region.

##### Definitions and Terms:

Terms as used in this policy have the same meaning as defined under the "Guidance to Employers to Mitigate the Risk of COVID-19 to Workers", unless the context clearly indicates otherwise. Said definitions are readily available on the Virginia Department of Labor and Industry website at <https://www.doli.virginia.gov/vosh-programs-coronavirus-covid-19-resources/> and [https://www.doli.virginia.gov/wp-content/uploads/2022/06/DOLI-Guidance-for-Employers-to-Mitigate-the-Risk-of-COVID-19-to-Workers-03.01.2022\\_FINAL.pdf](https://www.doli.virginia.gov/wp-content/uploads/2022/06/DOLI-Guidance-for-Employers-to-Mitigate-the-Risk-of-COVID-19-to-Workers-03.01.2022_FINAL.pdf).

##### Policy Statement:

The Authority desires to prevent and mitigate the spread of SARS-CoV-2 which causes COVID-19, as well as other diseases identified as a pandemic or an epidemic by the Virginia Department of Health (VDH), to employees of member counties who work at Authority transfer stations. Employers and Employees shall take measures pursuant to the most recent guidance as issued by the Virginia Department of Labor and Industry (VDOLI), VDH and CDC guidelines, and such requirements as may be federally mandated to prevent spread.

#### **A. COVID-19**

##### **1. Employee Self-Assessment and Screening:**

###### **a. COVID-19**

###### **i. Self-assessment**

Employees who experience signs and symptoms of COVID-19, are encouraged to stay home and seek advise on testing and treatment from their physician

###### **ii. Positive Test Result**

Employees who test positive for COVID-19 should stay home and shall notify the Authority Executive Director and their respective member county administrator of the positive test. Executive Director and/or the member county administrator may request test results or written confirmation from a healthcare provider be forwarded to the Executive Director and/or the member county administrator for verification and which shall remain confidential employee information. The Executive director is responsible for any reporting requirements to the Virginia Department of Health or other governmental entity as may be mandated at that time.

Any subcontractor, contract employee or temporary employee is required to report a positive SARS-CoV-2 test to the Executive Director and their respective member county administrator, if they were present at the work site within the previous 24 hours from the date of the positive test.

Employees, subcontractors, contract employees or temporary employees who test positive or who are suspected to be infected with SARS-CoV-2 virus should return to work in accordance with section 4 titled "Return to Work" herein. If appropriate, such employee may engage in teleworking or other form of work isolation that would not potentially expose other employees to the virus.

Any employee who reports COVID-19 symptoms upon arrival at work should return home to self-isolate and/or seek healthcare as appropriate for his or her circumstance. The employee should isolate from other employees and wear a face mask or covering while at the workplace.

## 2. Sick Leave and Staggered Shifts

### a. Sick Leave

All prior sick leave policies shall remain in effect in accordance with the employee's respective member county personnel policy. Additional sick leave may apply if mandated through state or federal laws or executive orders.

### b. Staggered Shifts

When feasible and necessary to limit contact, staggered shifts may be developed and utilized.

## 3. Work Procedures to Prevent Infectious Spread

Given the nature of job tasks at transfer stations, engineering and administrative controls are not feasible. Therefore, employees will be provided appropriate Personal Protective Equipment (PPE) and are encouraged, but not required, to get the COVID-19 vaccine/booster. In addition, the work site shall observe distancing or occupancy limits in any applicable Virginia Executive Order. Areas at the worksite where known or suspected to be infected employees or other persons accessed or worked shall be cleaned and disinfected prior to allowing employees access to the areas. All common areas to include bathrooms, frequently touched surfaces, and doors shall be cleaned and disinfected.

## 4. Return to Work

Employees and Employers shall follow the most recent guidelines for return to the workplace. For Covid-19, the most recent may be accessed on the CDC website at <https://www.cdc.gov/coronavirus/2019-ncov/your-health/isolation.html>.

## 5. Notifying Employees and Employers of Workplace Exposures

When an employee, subcontractor, contract employee or temporary employee who was present at the work site within the previous 24 hours from the date of a positive test, the Executive Director in conjunction with the member county administrator shall notify the following persons or entities, while maintaining confidentiality of the identity of the infected employee in accordance with the American Disabilities Act (ADA):

1. Other employees who may have been exposed, within 24 hours of discovery of the employees' possible exposure;
2. Employers whose employees were present at the work site during the same time period, within 24 hours of discovery of the employee's possible exposure;

3. Building or facility owner, if applicable, within 24 hours of discovery of the employee's possible exposure;
4. The Virginia Occupational Safety and Health Administration as required by regulations part 1904 (COVID-19 infections and deaths).

The Executive Director may voluntarily report Covid-19 outbreaks to the VDH within 24 hours of the discovery of three or more employees present at the place of employment within a 14-day period testing positive for SARS-CoV-2 virus during that 14-day time period. The Executive Director shall follow reporting mandates as may be updated or implemented.

#### **B. Diseases Other than Covid-19 Classified as a Pandemic or an Epidemic.**

1. Employer and Employee shall follow the most recent state and federal mandates or guidelines, including those in an executive order for a pandemic or epidemic illness other than Covid-19, pertaining to screening, testing, return to work and workplace safety. Employer and Employee shall default to applicable guidelines under VOSH, VDH and CDC relating to workplace safety, PPE, distancing, masking, return to work, reporting, screening, training, sick leave and other aspects related to the illness and workplace. Any policy mandated under federal or state law will be developed into a written policy, as may be required.

2. The Executive Director will identify and document sources of exposure to workers to include: 1) who is at risk; 2) how it can be spread; and 3) the areas of greatest exposure.

3. Employer shall implement an infection control plan that includes:

a. Cleaning procedures and appropriate Environmental Protection Agency (EPA) disinfectants, such procedures and disinfectant use as recommended by CDC or VOSH.

b. Encourages employees to wash hands frequently.

4. Employer shall promptly identify and isolate employees who are sick and symptomatic for the disease.

a. As deemed appropriate by Employer or mandated, Employer will pre-screen for the illness.

b. Designate a person to respond to a potentially infected individual, using necessary PPE in so responding.

c. Attempt to isolate the sick employee from other employees.

5. Workplace Protections:

a. Employer will encourage employees who are positive for the illness to stay home, returning to work pursuant to guidelines issued by the CDC.

b. Employer shall encourage social distancing where feasible.

6. Sick Leave

a. All prior sick leave policies shall remain in effect in accordance with the employee's respective member county personnel policy. Additional sick leave may apply if mandated through state or federal laws or executive orders.

b. Staggered Shifts

When feasible and necessary to limit contact, staggered shifts may be developed and utilized.

7. Return to Work

Employee shall follow the most recent guidelines issued by the CDC for return to the workplace.

8. Notifying Employees and Employers of Workplace Exposures and Reporting.

When an employee, subcontractor, contract employee or temporary employee who was present at the work site within the previous 24 hours from the date of a positive test, the Executive Director in conjunction with the member county administrator shall notify the following persons or entities, while maintaining confidentiality of the identity of the infected employee in accordance with the American Disabilities Act (ADA):

1. Other employees who may have been exposed within a reasonable time of employee's possible exposure;
2. Employers whose employees were present at the work site during the same time period, within 24 hours of discovery of the employee's possible exposure;
3. Building or facility owner, if applicable, within 24 hours of discovery of the employee's possible exposure;
4. The Virginia Occupational Safety and Health Administration as required by regulations part 1904.

The Executive Director shall report outbreaks or deaths as may be required under any state or federal law and in compliance with VOSH mandates, as such are amended or repealed from time to time.

**C. Anti-discrimination**

No person shall be discharged or in any way discriminate against an employee because the employee has exercised rights under the safety and health provisions of this policy, Title 40.1 of the Code of Virginia, and the mandatory Virginia Occupational Safety and Health Administration (VOSH) standards for: PPE (part 1910, subpart I (e.g., 1910.132 and 133)), respiratory protection (1910.134), sanitation (1910.141), protection from blood borne pathogens (1910.1030), employee access to medical and exposure records (1910.1020), and requirements in the VOSH Administrative Regulations Manual.

No person shall be discharged or in any way discriminate against an employee who voluntarily provides and wears the employees' own PPE, including, but not limited to, a respirator, face shield, or gloves, or face covering if such equipment is not provided by the employer, provided that the PPE does not create a greater hazard to the employee or create a serious hazard for other employees.

No person shall discharge or in any way discriminate against an employee who raises a reasonable concern about infection control related to the SARS-CoV-2 virus and COVID-19 or other disease that is classified as an epidemic or pandemic to the employer, the employer's agent, other employees, a government agency, or to the public such as through print, online, social, or other media.

Nothing in this policy shall limit an employee from refusing to do work or enter a location that the employee feels is unsafe. Employee shall not be disciplined for refusing to enter a location the employee feels is unsafe unless determined reasonable and necessary under the circumstances.

#### **D. Training**

All employees are encouraged to read this policy and the procedures herein. Employees are encouraged to maintain good sanitary work habits such as frequent hand washing and to help facilitate mitigating the spread of COVID-19 or other epidemic or pandemic disease through maintaining a healthy work environment. Employer shall provide training as mandated by state and federal law applicable to workplace safety.

#### **E. Amendment**

This policy may be amended from time to time, replaced or repealed.

#### **Related Information:**

1. <https://www.doli.virginia.gov/wp-content/uploads/2022/07/DOLI-Guidance-for-Employers-to-Mitigate-the-Risk-of-COVID-19-to-Workers-07.05.2022.pdf>
2. <https://www.doli.virginia.gov/vosh-programs-coronavirus-covid-19-resources/>
3. <https://www.vdh.virginia.gov/coronavirus/>
4. <https://www.vdh.virginia.gov/coronavirus/media-and-communication-resources/resources-and-support/>
5. <https://www.doli.virginia.gov/wp-content/uploads/2020/03/Coronavirus-Hazard-Alert.pdf>



## ADDENDUM TO MANPOWER AGREEMENT

This Addendum to the Manpower Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between Cumberland Plateau Regional Waste Management Authority (hereinafter referred to as the “Authority”) and the Counties of Dickenson, Buchanan and Russell in Virginia, political subdivisions of the Commonwealth of Virginia, (hereinafter referred to as “Counties”).

WHEREAS, this agreement is for the addendum of the original Manpower Agreements (hereinafter referred to as “Agreements”) between the Authority and each of the Counties; and,

WHEREAS, all terms and conditions of the original Agreement shall remain unchanged; and,

WHEREAS, the Virginia Safety and Health Codes Board adopted §16 VAC 25-220, Emergency Temporary Standard Infectious Disease Prevention: SARS-CoV-2 Virus that causes COVID-19 (the “ETS”) in order to establish requirements to control, prevent and mitigate the spread of SARS-CoV-2 to and among employees and employers; and

WHEREAS, the Authority and County seek to comply with the ETS to control, prevent and mitigate the spread of SARS-CoV-2 among employees.

Now therefore, for and in consideration of the mutual covenants contained herein and good and valuable consideration, the receipt and sufficiency which is acknowledged by the parties hereto, the parties agree to add to each Agreement the Transfer Station COVID-19 Policy, attached hereto and incorporated by reference herein as “Attachment A”, leaving all terms and conditions of the original Agreements unchanged. Said policy is to be in effect during the six months the temporary standard remains in effect within the Commonwealth and to continue if the emergency standard is replaced by permanent regulation. The parties agree and recognize the policy may require periodic modification to comply with any changes to the ETS or permanent regulation, whichever may be in effect.

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2026, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

CUMBERLAND PLATEAU REGIONAL  
WASTE MANAGEMENT AUTHORITY

By:

\_\_\_\_\_  
Chairman of the Authority

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by Chairman of Cumberland Plateau Regional Waste Management Authority this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

COUNTY OF BUCHANAN BOARD OF SUPERVISORS

By:

\_\_\_\_\_  
Chairman of the Buchanan County Board of Supervisors

By:

\_\_\_\_\_  
County Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
County Attorney for Buchanan County

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Chairman of the Buchanan County Board of Supervisors this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County  
Administrator for Buchanan County, Virginia, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Attorney for  
Buchanan County, Virginia, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

THIS AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between Cumberland Plateau Regional Waste Management Authority (hereinafter referred to as the "Authority") and the County of Dickenson, Virginia, a political subdivision of the Commonwealth of Virginia, (hereinafter referred to as "County").

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

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

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

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

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

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

**REPRESENTATIONS AND CERTIFICATIONS**

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

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

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

#### AUTHORITY AND COUNTY OBLIGATIONS

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

#### QUALITY OF SERVICE ON PERSONNEL/PERFORMANCE EVALUATION

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

## SCOPE OF SERVICE CONTRACTOR OBLIGATIONS

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

## TERM OF CONTRACT

This Agreement shall be effective as of the 5<sup>th</sup> day of April, 2026. The initial term of this Agreement shall be one (1) year commencing on the 5<sup>th</sup> day of April, 2026. The term of this Agreement shall extend for an additional one-year, upon the same terms and conditions as herein, unless either party elects to cancel this Agreement by three (3) months written notice to the other party prior to the end of this term or of any hold over term.

## NONDISCRIMINATION

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

color, religion, natural origin or handicap.

#### INSURANCE

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

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

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

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

#### COVID-19, PANDEMIC AND EPIDEMIC POLICY

The parties agree to adopt the Covid-19, Pandemic and Epidemic Policy (Policy) attached hereto and incorporated by reference herein as Exhibit "B" for transfer station employees. The Policy is in effort to reduce workplace hazards by the prevention and mitigation of the spread of Covid-19 or other illness identified as a pandemic or epidemic, in accordance with Virginia Department of Labor and Industry guidelines.



## DEFAULT

Except as otherwise provided herein, if either party defaults in the performance of any of the warranties, covenants or conditions contained herein for thirty (30) days after the other party has given the defaulting party written notice of such default and the party defaulting shall not have commenced to cure such default within said period and to pursue diligently the completion thereof, the other party may: (i) terminate this Agreement as of any date at least thirty (30) days after the last day of the thirty (30) day period; (ii) cure the default at the expense of the defaulting party and (iii) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right for all damage or loss suffered as a result of such default and termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default. In the event that in the exercise of due diligence during the aforesaid thirty (30) day period such cure cannot reasonably be effected or completed, such cure period shall be extended to include such additional time as is reasonably necessary to effect or complete such cure provided the defaulting party exercises continuous diligent efforts to cure such default during such extended period.

## GENERAL PROVISIONS

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

Occupational Regulation Board during daily operations.

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

From and after the date of this Agreement, the County's performance hereunder may be suspended, and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the County. Such causes may include, by way of example and not limitation, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage, lack of adequate fuel, power or raw materials, judicial, administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by the Agreement; national defense requirements; labor strike, lockout or injunction.

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

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

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

All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed to the Cumberland Plateau Regional Waste Management Authority, 135 Highland Driver Suite C Lebanon, VA 24266, or addressed to Dickenson County, P.O. Box 1098, Clintwood, VA 24228.

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2026, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

CUMBERLAND PLATEAU REGIONAL  
WASTE MANAGEMENT AUTHORITY

BY: \_\_\_\_\_  
Chairman of the Authority

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by Andrew Hensley, Chairman of Cumberland Plateau Regional Waste Management Authority, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

DICKENSON COUNTY BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Chairman of the DCBS

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Chairman of the Dickenson  
County Board of Supervisors this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

BY: \_\_\_\_\_  
County Administrator for Dickenson County

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Administrator  
for Dickenson County, Virginia, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
County Attorney for Dickenson County

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Attorney for  
Dickenson County, Virginia, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

**INSURANCE COVERAGE RIDER**

COVERAGES Workmen's

LIMITS OF LIABILITY

Compensation Employer's

Statutory

Liability

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

Excess Umbrella Liability

\$1,000,000 each occurrence

## **EXHIBIT B**

### **CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY**

#### **Transfer Staff COVID-19, Pandemic and Epidemic Policy**

##### **Reason for policy:**

Due to declining infection rates, increases in vaccination and natural immunity within the general population, the Virginia Safety and Health Codes Board revoked Virginia's Covid-19 workplace safety standards effective March 23, 2022. Therefore, employers no longer need to comply with the requirements of the previous Emergency Temporary Standard for Infectious Disease Prevention but are still required to provide a healthy workplace free from hazards. The Cumberland Plateau Regional Waste Management Authority (the "Authority") seeks to comply with this requirement and the newly created Virginia Safety and Health Code Guidelines for Covid-19 as well as establish a policy to address other diseases identified by the Center for Disease Control ("CDC") as a pandemic or an epidemic within the region.

##### **Definitions and Terms:**

Terms as used in this policy have the same meaning as defined under the "Guidance to Employers to Mitigate the Risk of COVID-19 to Workers", unless the context clearly indicates otherwise. Said definitions are readily available on the Virginia Department of Labor and Industry website at <https://www.doli.virginia.gov/vosh-programs-coronavirus-covid-19-resources/> and [https://www.doli.virginia.gov/wp-content/uploads/2022/06/DOLI-Guidance-for-Employers-to-Mitigate-the-Risk-of-COVID-19-to-Workers-03.01.2022\\_FINAL.pdf](https://www.doli.virginia.gov/wp-content/uploads/2022/06/DOLI-Guidance-for-Employers-to-Mitigate-the-Risk-of-COVID-19-to-Workers-03.01.2022_FINAL.pdf).

##### **Policy Statement:**

The Authority desires to prevent and mitigate the spread of SARS-CoV-2 which causes COVID-19, as well as other diseases identified as a pandemic or an epidemic by the Virginia Department of Health (VDH), to employees of member counties who work at Authority transfer stations. Employers and Employees shall take measures pursuant to the most recent guidance as issued by the Virginia Department of Labor and Industry (VDOLI), VDH and CDC guidelines, and such requirements as may be federally mandated to prevent spread.

#### **A. COVID-19**

##### **1. Employee Self-Assessment and Screening:**

a. COVID-19

i. Self-assessment

Employees who experience signs and symptoms of COVID-19, are encouraged to stay home and seek advise on testing and treatment from their physician

ii. Positive Test Result

Employees who test positive for COVID-19 should stay home and shall notify the Authority Executive Director and their respective member county administrator of the positive test. Executive Director and/or the member county administrator may request test results or written confirmation from a healthcare provider be forwarded to the Executive Director and/or the member county administrator for verification and which shall remain confidential employee information. The Executive director is responsible for any reporting requirements to the Virginia Department of Health or other governmental entity as may be mandated at that time.

Any subcontractor, contract employee or temporary employee is required to report a positive SARS-CoV-2 test to the Executive Director and their respective member county administrator, if they were present at the work site within the previous 24 hours from the date of the positive test.

Employees, subcontractors, contract employees or temporary employees who test positive or who are suspected to be infected with SARS-CoV-2 virus should return to work in accordance with section 4 titled "Return to Work" herein. If appropriate, such employee may engage in teleworking or other form of work isolation that would not potentially expose other employees to the virus.

Any employee who reports COVID-19 symptoms upon arrival at work should return home to self-isolate and/or seek healthcare as appropriate for his or her circumstance. The employee should isolate from other employees and wear a face mask or covering while at the workplace.

2. Sick Leave and Staggered Shifts

a. Sick Leave

All prior sick leave policies shall remain in effect in accordance with the employee's respective member county personnel policy. Additional sick leave may apply if mandated through state or federal laws or executive orders.

b. Staggered Shifts

When feasible and necessary to limit contact, staggered shifts may be developed and utilized.

### 3. Work Procedures to Prevent Infectious Spread

Given the nature of job tasks at transfer stations, engineering and administrative controls are not feasible. Therefore, employees will be provided appropriate Personal Protective Equipment (PPE) and are encouraged, but not required, to get the COVID-19 vaccine/booster. In addition, the work site shall observe distancing or occupancy limits in any applicable Virginia Executive Order. Areas at the worksite where known or suspected to be infected employees or other persons accessed or worked shall be cleaned and disinfected prior to allowing employees access to the areas. All common areas to include bathrooms, frequently touched surfaces, and doors shall be cleaned and disinfected.

### 4. Return to Work

Employees and Employers shall follow the most recent guidelines for return to the workplace. For Covid-19, the most recent may be accessed on the CDC website at <https://www.cdc.gov/coronavirus/2019-ncov/your-health/isolation.html>.

### 5. Notifying Employees and Employers of Workplace Exposures

When an employee, subcontractor, contract employee or temporary employee who was present at the work site within the previous 24 hours from the date of a positive test, the Executive Director in conjunction with the member county administrator shall notify the following persons or entities, while maintaining confidentiality of the identity of the infected employee in accordance with the American Disabilities Act (ADA):

1. Other employees who may have been exposed, within 24 hours of discovery of the employees' possible exposure;
2. Employers whose employees were present at the work site during the same time period, within 24 hours of discovery of the employee's possible exposure;
3. Building or facility owner, if applicable, within 24 hours of discovery of the employee's possible exposure;
4. The Virginia Occupational Safety and Health Administration as required by regulations part 1904 (COVID-19 infections and deaths).

The Executive Director may voluntarily report Covid-19 outbreaks to the VDH within 24 hours of the discovery of three or more employees present at the place of employment within a 14-day period testing positive for SARS-CoV-2 virus during that 14-day time period. The Executive Director shall follow reporting mandates as may be updated or implemented.

### **B. Diseases Other than Covid-19 Classified as a Pandemic or an Epidemic.**

1. Employer and Employee shall follow the most recent state and federal mandates or guidelines, including those in an executive order for a pandemic or



epidemic illness other than Covid-19, pertaining to screening, testing, return to work and workplace safety. Employer and Employee shall default to applicable guidelines under VOSH, VDH and CDC relating to workplace safety, PPE, distancing, masking, return to work, reporting, screening, training, sick leave and other aspects related to the illness and workplace. Any policy mandated under federal or state law will be developed into a written policy, as may be required.

2. The Executive Director will identify and document sources of exposure to workers to include: 1) who is at risk; 2) how it can be spread; and 3) the areas of greatest exposure.

3. Employer shall implement an infection control plan that includes:

a. Cleaning procedures and appropriate Environmental Protection Agency (EPA) disinfectants, such procedures and disinfectant use as recommended by CDC or VOSH.

b. Encourages employees to wash hands frequently.

4. Employer shall promptly identify and isolate employees who are sick and symptomatic for the disease.

a. As deemed appropriate by Employer or mandated, Employer will pre-screen for the illness.

b. Designate a person to respond to a potentially infected individual, using necessary PPE in so responding.

c. Attempt to isolate the sick employee from other employees.

5. Workplace Protections:

a. Employer will encourage employees who are positive for the illness to stay home, returning to work pursuant to guidelines issued by the CDC.

b. Employer shall encourage social distancing where feasible.

6. Sick Leave

a. All prior sick leave policies shall remain in effect in accordance with the employee's respective member county personnel policy. Additional sick leave may apply if mandated through state or federal laws or executive orders.

b. Staggered Shifts

When feasible and necessary to limit contact, staggered shifts may be developed and utilized.

7. Return to Work

Employee shall follow the most recent guidelines issued by the CDC for return to the workplace.

8. **Notifying Employees and Employers of Workplace Exposures and Reporting.**

When an employee, subcontractor, contract employee or temporary employee who was present at the work site within the previous 24 hours from the date of a positive test, the Executive Director in conjunction with the member county administrator shall notify the following persons or entities, while maintaining confidentiality of the identity of the infected employee in accordance with the American Disabilities Act (ADA):

1. Other employees who may have been exposed within a reasonable time of employee's possible exposure;
2. Employers whose employees were present at the work site during the same time period, within 24 hours of discovery of the employee's possible exposure;
3. Building or facility owner, if applicable, within 24 hours of discovery of the employee's possible exposure;
4. The Virginia Occupational Safety and Health Administration as required by regulations part 1904.

The Executive Director shall report outbreaks or deaths as may be required under any state or federal law and in compliance with VOSH mandates, as such are amended or repealed from time to time.

**C. Anti-discrimination**

No person shall be discharged or in any way discriminate against an employee because the employee has exercised rights under the safety and health provisions of this policy, Title 40.1 of the Code of Virginia, and the mandatory Virginia Occupational Safety and Health Administration (VOSH) standards for: PPE (part 1910, subpart I (e.g., 1910.132 and 133)), respiratory protection (1910.134), sanitation (1910.141), protection from blood borne pathogens (1910.1030), employee access to medical and exposure records (1910.1020), and requirements in the VOSH Administrative Regulations Manual.

No person shall be discharged or in any way discriminate against an employee who voluntarily provides and wears the employees' own PPE, including, but not limited to, a respirator, face shield, or gloves, or face covering if such equipment is not provided by the employer, provided that the PPE does not create a greater hazard to the employee or create a serious hazard for other employees.

No person shall discharge or in any way discriminate against an employee who raises a reasonable concern about infection control related to the SARS-CoV-2 virus and COVID-19 or other disease that is classified as an epidemic or pandemic to

the employer, the employer's agent, other employees, a government agency, or to the public such as through print, online, social, or other media.

Nothing in this policy shall limit an employee from refusing to do work or enter a location that the employee feels is unsafe. Employee shall not be disciplined for refusing to enter a location the employee feels is unsafe unless determined reasonable and necessary under the circumstances.

#### **D. Training**

All employees are encouraged to read this policy and the procedures herein. Employees are encouraged to maintain good sanitary work habits such as frequent hand washing and to help facilitate mitigating the spread of COVID-19 or other epidemic or pandemic disease through maintaining a healthy work environment. Employer shall provide training as mandated by state and federal law applicable to workplace safety.

#### **E. Amendment**

This policy may be amended from time to time, replaced or repealed.

#### **Related Information:**

1. <https://www.doli.virginia.gov/wp-content/uploads/2022/07/DOLI-Guidance-for-Employers-to-Mitigate-the-Risk-of-COVID-19-to-Workers-07.05.2022.pdf>
2. <https://www.doli.virginia.gov/vosh-programs-coronavirus-covid-19-resources/>
3. <https://www.vdh.virginia.gov/coronavirus/>
4. <https://www.vdh.virginia.gov/coronavirus/media-and-communication-resources/resources-and-support/>
5. <https://www.doli.virginia.gov/wp-content/uploads/2020/03/Coronavirus-Hazard-Alert.pdf>

**COUNTY OF DICKENSON BOARD OF SUPERVISORS**

**By:**

---

**Chairman of the Dickenson County  
Board of Supervisors**

**By:**

---

**County Administrator**

**APPROVED AS TO FORM**

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**County Attorney for Dickenson County**

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Chairman of the Dickenson  
County Board of Supervisors this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County  
Administrator for Dickenson County, Virginia, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Attorney for  
Dickenson County, Virginia, this \_\_\_\_\_ day of \_\_\_\_\_,  
2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

THIS AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between Cumberland Plateau Regional Waste Management Authority (hereinafter referred to as the "Authority") and the County of Russell, Virginia, a political subdivision of the Commonwealth of Virginia, (hereinafter referred to as "County").

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

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

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

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

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

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

**REPRESENTATIONS AND CERTIFICATIONS**

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

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

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

#### AUTHORITY AND COUNTY OBLIGATIONS

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

#### QUALITY OF SERVICE ON PERSONNEL/PERFORMANCE EVALUATION

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

## SCOPE OF SERVICE CONTRACTOR OBLIGATIONS

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

## TERM OF CONTRACT

This Agreement shall be effective as of the 5<sup>th</sup> day of April, 2026. The initial term of this Agreement shall be one (1) year commencing on the 5<sup>th</sup> day of April, 2026. The term of this Agreement shall extend for an additional one-year, upon the same terms and conditions as herein, unless either party elects to cancel this Agreement by three (3) months written notice to the other party prior to the end of this term or of any hold over term.



## NONDISCRIMINATION

The County shall not discriminate against any person because of race, sex, age, creed, color, religion, natural origin or handicap.

## INSURANCE

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

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

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

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

## COVID-19, PANDEMIC AND EPIDEMIC POLICY

The parties agree to adopt the Covid-19, Pandemic and Epidemic Policy (Policy) attached hereto and incorporated by reference herein as Exhibit "B" for transfer station employees. The Policy is in effort to reduce workplace hazards by the prevention and mitigation of the spread of Covid-19 or other illness identified as a pandemic or epidemic, in accordance to Virginia Department of Labor and Industry guidelines.

## DEFAULT

Except as otherwise provided herein, if either party defaults in the performance of any of the warranties, covenants or conditions contained herein for thirty (30) days after the other party has given the defaulting party written notice of such default and the party defaulting shall not have commenced to cure such default within said period and to pursue diligently the completion thereof, the other party may: (i) terminate this Agreement as of any date at least thirty (30) days after the last day of the thirty (30) day period; (ii) cure the default at the expense of the defaulting party and (iii) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right for all damage or loss suffered as a result of such default and termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default. In the event that in the exercise of due diligence during the aforesaid thirty (30) day period such cure cannot reasonably be effected or completed, such cure period shall be extended to include such additional time as is reasonably necessary to effect or complete such cure provided the defaulting party exercises continuous diligent efforts to cure such default during such extended period.

## GENERAL PROVISIONS

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

operators as approved by the Virginia Department of Professional and Occupational Regulation Board during daily operations.

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

From and after the date of this Agreement, the County's performance hereunder may be suspended, and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the County. Such causes may include, by way of example and not limitation, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage, lack of adequate fuel, power or raw materials, judicial, administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by the Agreement; national defense requirements; labor strike, lockout or injunction.

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

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

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

All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed to the Cumberland Plateau Regional Waste Management Authority, 135 Highland Drive Suite C, Lebanon, VA 24266, or addressed to Russell County Board of Supervisors, 137 Highland Drive, Lebanon, VA 24266.

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2026, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

CUMBERLAND PLATEAU REGIONAL  
WASTE MANAGEMENT AUTHORITY

BY: \_\_\_\_\_  
Chairman of the Authority

STATE OF VIRGINIA, AT  
LARGE, to-wit:

Subscribed and acknowledged to before me by Andrew Hensley, Chairman of Cumberland Plateau Regional Waste Management Authority, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

RUSSELL COUNTY BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Chairman of Russell County Board of Supervisors

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Chairman of the Russell County Board of Supervisors this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

BY: \_\_\_\_\_  
County Administrator

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Administrator for Russell County, Virginia, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**APPROVED AS TO FORM**

\_\_\_\_\_  
County Attorney for Russell County

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Attorney for Russell County, Virginia, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**  
**INSURANCE COVERAGE RIDER**

COVERAGES Workmen's

LIMITS OF LIABILITY

Compensation Employer's

Statutory

Liability

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

Excess Umbrella Liability

\$1,000,000 each occurrence

## **EXHIBIT B**

### **CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY**

#### **Transfer Staff COVID-19, Pandemic and Epidemic Policy**

##### **Reason for policy:**

Due to declining infection rates, increases in vaccination and natural immunity within the general population, the Virginia Safety and Health Codes Board revoked Virginia's Covid-19 workplace safety standards effective March 23, 2022. Therefore, employers no longer need to comply with the requirements of the previous Emergency Temporary Standard for Infectious Disease Prevention but are still required to provide a healthy workplace free from hazards. The Cumberland Plateau Regional Waste Management Authority (the "Authority") seeks to comply with this requirement and the newly created Virginia Safety and Health Code Guidelines for Covid-19 as well as establish a policy to address other diseases identified by the Center for Disease Control ("CDC") as a pandemic or an epidemic within the region.

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#### **A. COVID-19**

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## a. COVID-19

### i. Self-assessment

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### ii. Positive Test Result

Employees who test positive for COVID-19 should stay home and shall notify the Authority Executive Director and their respective member county administrator of the positive test. Executive Director and/or the member county administrator may request test results or written confirmation from a healthcare provider be forwarded to the Executive Director and/or the member county administrator for verification and which shall remain confidential employee information. The Executive director is responsible for any reporting requirements to the Virginia Department of Health or other governmental entity as may be mandated at that time.

Any subcontractor, contract employee or temporary employee is required to report a positive SARS-CoV-2 test to the Executive Director and their respective member county administrator, if they were present at the work site within the previous 24 hours from the date of the positive test.

Employees, subcontractors, contract employees or temporary employees who test positive or who are suspected to be infected with SARS-CoV-2 virus should return to work in accordance with section 4 titled "Return to Work" herein. If appropriate, such employee may engage in teleworking or other form of work isolation that would not potentially expose other employees to the virus.

Any employee who reports COVID-19 symptoms upon arrival at work should return home to self-isolate and/or seek healthcare as appropriate for his or her circumstance. The employee should isolate from other employees and wear a face mask or covering while at the workplace.

## 2. Sick Leave and Staggered Shifts

### a. Sick Leave

All prior sick leave policies shall remain in effect in accordance with the employee's respective member county personnel policy. Additional sick leave may apply if mandated through state or federal laws or executive orders.

### b. Staggered Shifts

When feasible and necessary to limit contact, staggered shifts may be developed and utilized.



### 3. Work Procedures to Prevent Infectious Spread

Given the nature of job tasks at transfer stations, engineering and administrative controls are not feasible. Therefore, employees will be provided appropriate Personal Protective Equipment (PPE) and are encouraged, but not required, to get the COVID-19 vaccine/booster. In addition, the work site shall observe distancing or occupancy limits in any applicable Virginia Executive Order. Areas at the worksite where known or suspected to be infected employees or other persons accessed or worked shall be cleaned and disinfected prior to allowing employees access to the areas. All common areas to include bathrooms, frequently touched surfaces, and doors shall be cleaned and disinfected.

### 4. Return to Work

Employees and Employers shall follow the most recent guidelines for return to the workplace. For Covid-19, the most recent may be accessed on the CDC website at <https://www.cdc.gov/coronavirus/2019-ncov/your-health/isolation.html>.

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1. Other employees who may have been exposed, within 24 hours of discovery of the employees' possible exposure;
2. Employers whose employees were present at the work site during the same time period, within 24 hours of discovery of the employee's possible exposure;
3. Building or facility owner, if applicable, within 24 hours of discovery of the employee's possible exposure;
4. The Virginia Occupational Safety and Health Administration as required by regulations part 1904 (COVID-19 infections and deaths).

The Executive Director may voluntarily report Covid-19 outbreaks to the VDH within 24 hours of the discovery of three or more employees present at the place of employment within a 14-day period testing positive for SARS-CoV-2 virus during that 14-day time period. The Executive Director shall follow reporting mandates as may be updated or implemented.

### **B. Diseases Other than Covid-19 Classified as a Pandemic or an Epidemic.**

1. Employer and Employee shall follow the most recent state and federal mandates or guidelines, including those in an executive order for a pandemic or

epidemic illness other than Covid-19, pertaining to screening, testing, return to work and workplace safety. Employer and Employee shall default to applicable guidelines under VOSH, VDH and CDC relating to workplace safety, PPE, distancing, masking, return to work, reporting, screening, training, sick leave and other aspects related to the illness and workplace. Any policy mandated under federal or state law will be developed into a written policy, as may be required.

2. The Executive Director will identify and document sources of exposure to workers to include: 1) who is at risk; 2) how it can be spread; and 3) the areas of greatest exposure.

3. Employer shall implement an infection control plan that includes:

a. Cleaning procedures and appropriate Environmental Protection Agency (EPA) disinfectants, such procedures and disinfectant use as recommended by CDC or VOSH.

b. Encourages employees to wash hands frequently.

4. Employer shall promptly identify and isolate employees who are sick and symptomatic for the disease.

a. As deemed appropriate by Employer or mandated, Employer will pre-screen for the illness.

b. Designate a person to respond to a potentially infected individual, using necessary PPE in so responding.

c. Attempt to isolate the sick employee from other employees.

5. Workplace Protections:

a. Employer will encourage employees who are positive for the illness to stay home, returning to work pursuant to guidelines issued by the CDC.

b. Employer shall encourage social distancing where feasible.

6. Sick Leave

a. All prior sick leave policies shall remain in effect in accordance with the employee's respective member county personnel policy. Additional sick leave may apply if mandated through state or federal laws or executive orders.

b. Staggered Shifts

When feasible and necessary to limit contact, staggered shifts may be developed and utilized.

7. Return to Work

Employee shall follow the most recent guidelines issued by the CDC for return to the workplace.

**8. Notifying Employees and Employers of Workplace Exposures and Reporting.**

When an employee, subcontractor, contract employee or temporary employee who was present at the work site within the previous 24 hours from the date of a positive test, the Executive Director in conjunction with the member county administrator shall notify the following persons or entities, while maintaining confidentiality of the identity of the infected employee in accordance with the American Disabilities Act (ADA):

1. Other employees who may have been exposed within a reasonable time of employee's possible exposure;
2. Employers whose employees were present at the work site during the same time period, within 24 hours of discovery of the employee's possible exposure;
3. Building or facility owner, if applicable, within 24 hours of discovery of the employee's possible exposure;
4. The Virginia Occupational Safety and Health Administration as required by regulations part 1904.

The Executive Director shall report outbreaks or deaths as may be required under any state or federal law and in compliance with VOSH mandates, as such are amended or repealed from time to time.

**C. Anti-discrimination**

No person shall be discharged or in any way discriminate against an employee because the employee has exercised rights under the safety and health provisions of this policy, Title 40.1 of the Code of Virginia, and the mandatory Virginia Occupational Safety and Health Administration (VOSH) standards for: PPE (part 1910, subpart I (e.g., 1910.132 and 133)), respiratory protection (1910.134), sanitation (1910.141), protection from blood borne pathogens (1910.1030), employee access to medical and exposure records (1910.1020), and requirements in the VOSH Administrative Regulations Manual.

No person shall be discharged or in any way discriminate against an employee who voluntarily provides and wears the employees' own PPE, including, but not limited to, a respirator, face shield, or gloves, or face covering if such equipment is not provided by the employer, provided that the PPE does not create a greater hazard to the employee or create a serious hazard for other employees.

No person shall discharge or in any way discriminate against an employee who raises a reasonable concern about infection control related to the SARS-CoV-2 virus and COVID-19 or other disease that is classified as an epidemic or pandemic to

the employer, the employer's agent, other employees, a government agency, or to the public such as through print, online, social, or other media.

Nothing in this policy shall limit an employee from refusing to do work or enter a location that the employee feels is unsafe. Employee shall not be disciplined for refusing to enter a location the employee feels is unsafe unless determined reasonable and necessary under the circumstances.

#### **D. Training**

All employees are encouraged to read this policy and the procedures herein. Employees are encouraged to maintain good sanitary work habits such as frequent hand washing and to help facilitate mitigating the spread of COVID-19 or other epidemic or pandemic disease through maintaining a healthy work environment. Employer shall provide training as mandated by state and federal law applicable to workplace safety.

#### **E. Amendment**

This policy may be amended from time to time, replaced or repealed.

#### **Related Information:**

1. <https://www.doli.virginia.gov/wp-content/uploads/2022/07/DOLI-Guidance-for-Employers-to-Mitigate-the-Risk-of-COVID-19-to-Workers-07.05.2022.pdf>
2. <https://www.doli.virginia.gov/vosh-programs-coronavirus-covid-19-resources/>
3. <https://www.vdh.virginia.gov/coronavirus/>
4. <https://www.vdh.virginia.gov/coronavirus/media-and-communication-resources/resources-and-support/>
5. <https://www.doli.virginia.gov/wp-content/uploads/2020/03/Coronavirus-Hazard-Alert.pdf>

COUNTY OF RUSSELL BOARD OF SUPERVISORS

By:

\_\_\_\_\_  
Chairman of the Russell County  
Board of Supervisors

By:

\_\_\_\_\_  
County Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
Deputy County Attorney for Russell County

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the Chairman of the Russell  
County Board of Supervisors this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County  
Administrator for Russell County, Virginia, this the \_\_\_\_\_ day of \_\_\_\_\_  
, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF VIRGINIA,  
AT LARGE, to-wit:

Subscribed and acknowledged to before me by the County Attorney for  
Russell County, Virginia, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires: \_\_\_\_\_.

My Registration number: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC



Commonwealth of Virginia

**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY**

www.deq.virginia.gov

Stefanie K. Taillon  
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus  
Director

January 9, 2026

VIA ELECTRONIC MAIL

Mr. Toby F. Edwards  
Executive Director  
Cumberland Plateau Regional Waste Management Authority  
135 Highland Drive, Suite C  
Lebanon VA 24266

**RE: Solid Waste Financial Assurance Demonstration  
Cumberland Plateau Regional Waste Management Authority Facilities:  
Russell County Transfer Station, Permit by Rule (PBR) Number 001  
Dickenson County Transfer Station, Permit by Rule (PBR) Number 049  
Buchanan County Transfer Station, Permit by Rule (PBR) Number 106**

Dear Mr. Edwards:

The Virginia Department of Environmental Quality (Department) has reviewed the two Truist Bank Certificate of Deposit Assignments currently on file for Cumberland Plateau Regional Waste Management Authority (Authority) to demonstrate financial assurance for the closure costs associated with the above referenced solid waste facilities. This documentation has been prepared in accordance with the Virginia Financial Assurance Regulations for Solid Waste Disposal, Transfer, and Treatment Facilities, 9VAC20-70 and the Authority has met its financial assurance demonstration requirement until October 9, 2026.

The Authority's facilities have approved 2025 closure cost estimates totaling \$51,135 (PBR 001: \$16,791; PBR 049: \$17,165; PBR 106: \$17,179) and financial assurance in the amount of \$54,281.92 as of December 31, 2025. No further information or submittals are requested at this time. In the event the technical cost estimates increase before the next review date of **October 9, 2026**, the Authority may be required to increase the amount of financial assurance.

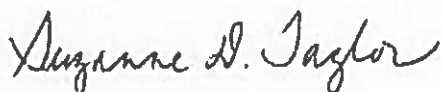
Please note that the obligation to demonstrate financial assurance is an annual one. During the active life and post-closure period of each facility, Financial Assurance Regulations require the Authority to update the cost estimates annually for inflation and submit a bank statement for the CD accounts to the Department by the anniversary date of the mechanisms. The inflation factor for 2026 is 1.030. The Authority's financial assurance anniversary date is **October 9**.

Please note that the conclusions presented in this letter are based solely on information supplied by the addressee or their environmental representative. The resulting review of this information was undertaken in accordance with applicable law, regulations, and Department guidance. This letter does not make or imply a final determination of compliance, nor does it constitute a "case decision," as defined by Virginia Code § 2.2-4001, regarding any of the actions undertaken as discussed in this letter. Pursuant to Virginia Code § 2.2-4001, a "case" or "case decision" means any agency proceeding or determination that, under laws or regulations at the time, a named party as a matter of past or present fact, or of threatened or contemplated private action, either is, is not, or may or may not be (i) in violation of such law or regulation or (ii) in compliance with any existing requirement for obtaining or retaining a license or other right or benefit."

If you have any questions regarding the financial assurance requirements, please contact me at (804) 659-1533 or via email at [Suzanne.Taylor@DEQ.Virginia.Gov](mailto:Suzanne.Taylor@DEQ.Virginia.Gov).

Thanks for your time and assistance in this matter.

Sincerely,



Suzanne D. Taylor  
Financial Responsibility Programs Coordinator  
Office of Financial Responsibility and Waste Programs  
Phone: 804-659-1533  
[Suzanne.Taylor@DEQ.Virginia.Gov](mailto:Suzanne.Taylor@DEQ.Virginia.Gov)  
Virginia Department of Environmental Quality  
1111 E. Main Street, Suite 1400, Richmond, Virginia 23219  
Central Office Phone: 800-592-5482

cc: DEQ ECM

Thank you for your time and assistance in this matter.

Sincerely,



Suzanne D. Taylor  
Financial Responsibility Programs Coordinator  
Office of Financial Responsibility and Waste Programs  
Phone: 804-659-1533  
[Suzanne.Taylor@DEQ.Virginia.Gov](mailto:Suzanne.Taylor@DEQ.Virginia.Gov)  
Virginia Department of Environmental Quality  
1111 E. Main Street, Suite 1400, Richmond, Virginia 23219  
Central Office Phone: 800-592-5482





# Solid Waste Management Facility Cost Estimate Form, DEQ Form CE SWMF

## I. FACILITY INFORMATION

Facility Name: Buchanan County Solid Waste Transfer Station

Permit No. 106

Location Address: 1912 Buchanshire Rd

City, State, Zip: Raven, VA 24639

FA Holder: Truist Bank-CD

Estimate Prepared by: Toby F. Edwards

## II. OPERATIONAL AND CLOSURE DETAILS

Process Rate: 200 tons/day

Closure Plan Title: \_\_\_\_\_

Storage Capacity: \_\_\_\_\_ cubic yards

Closure Plan Date: \_\_\_\_\_

Process Area: \_\_\_\_\_ square feet

P.E. Certification Date: 1993

## III. Total Closure Cost Estimate

Closure Cost Element	Total Cost	Notes
Total Waste Removal Cost (including stockpiles):	\$10,574	Specify Loading / Hauling and Disposal Rate (\$/ton) or (\$/cy): \$52.87
Total Leachate / Washwater Removal Cost:	\$600	Specify Loading / Hauling and Disposal Rate (\$/ton) or (\$/gal): \$300
Total Decontamination Cost:	\$1000	
Total Postclosure Cost (if necessary):	\$	
Total P.E. Certification of Closure:	\$5005	
Total Other:	\$	Specify:
<b>Total:</b>	<b>\$17,179</b>	

References: Please indicate references used to develop this cost estimate, specify any assumptions made, and provide any supplemental calculations as necessary: \_\_\_\_\_

## IV. CERTIFICATION BY PREPARER

This is to certify that the cost estimates pertaining to the engineering features and monitoring requirements of this solid waste management facility have been prepared by me and are representative of the design specified in the facility's Closure Plan. The estimate is based on the cost of hiring a third party and does not incorporate any salvage value that may be realized by the sale of wastes, facility structures, or equipment, land or other facility assets at the time of closure. In my professional judgment, the cost estimates are a true, correct, and complete representation of the financial liabilities for closure and postclosure care of the facility and comply with the requirements of 9 VAC 20-70 and all other DEQ rules and statutes of the Commonwealth of Virginia.

SIGNATURE: Toby F. Edwards

DATE: 12/30/25

NAME: Toby F. Edwards

TITLE: Executive Director

Acknowledgement by Owner / Operator:

SIGNATURE: Toby F. Edwards

DATE: 12/30/25

NAME: Toby F. Edwards

TITLE: Executive Director

## Instructions for Completing DEQ Form CE SWMF

DEQ Form CE SWMF should be submitted by solid waste management facilities (SWMF) providing a new or updated cost estimate in accordance with a new permit, permit modification, or facility operational change affecting the existing financial assurance cost estimate. Examples of operational changes that could require calculation of a revised cost estimate and submittal of this form are listed below:

- Addition of a new solid waste building, equipment, or other construction on site;
- Increase, decrease, or exceedance of permitted process rate;
- Significant increase or decrease ( $\pm 15\%$ ) in SWIA report since previous year;
- Increase, decrease, or exceedance of permitted storage capacity;
- New stockpile, increase or decrease in stockpile size, or complete removal of stockpile;
- Addition or removal of leachate storage unit capacity (e.g. tanks)
- Change in leachate disposal method;
- Modification to closure plan;
- Partial facility closure; and
- Any enforcement action requiring a revised cost estimate and financial assurance update.

If the facility is increasing an existing cost estimate for inflation to meet the annual financial assurance demonstration, this worksheet is not necessary. This form is designed to provide summary information regarding the individual cost estimates developed to cover the cost of facility closure and certification that the estimates are true, correct and complete.

### I. FACILITY INFORMATION

#### Facility Name:

Enter the name of the facility as it should appear or as it currently appears on the existing permit.

#### Permit No.

Indicate the permit number assigned to the facility. The permit number is usually written as PBR### or SWP###.

#### Address, City, State, Zip:

Provide the street address of the facility's physical location (may be Rural Route/Box No. if 911 address is not available)

#### FA Holder:

Indicate the entity responsible for maintaining the financial assurance mechanism. This entity should be either the owner or operator of the facility listed, and should match the SCC documentation on file for the facility.

#### Estimate Prepared By:

Indicate the person and entity preparing this form and the attached cost estimate worksheets. For example, if the form is prepared by a facility representative, this box should contain his/her name along with the facility name. If a consultant prepared the form, the consultant's name along with the consultant's company should be listed.

### II. OPERATIONAL AND CLOSURE DETAILS

#### Operating Details

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Provide details for which the cost estimate was prepared.

**Process rate:** Indicate the process rate of the facility in tons per day. The process rate is defined as "the maximum rate of waste acceptance that a solid waste management facility can process for treatment and/or storage. This rate is limited by the capabilities of equipment, personnel, and infrastructure." The process rate is often specified in the facility's Permit-by-Rule and used to estimate financial assurance.

**Storage Capacity:** Indicate the storage capacity, for both incoming solid waste and recovered material, of the facility in cubic yards. This value should correspond with the sum of the solid waste and recovered material storage capacity indicated on a facility's PBR application form.

**Processing area:** If the facility's cost estimate is based on the processing area, the size of the processing area should be provided in square feet.

### Closure Plans

**Title:** Indicate the title of the Closure Plan on file at the facility. In accordance with 9 VAC 20-81-360.2., Closure Plans and amended Closure Plans shall be maintained in the facility's operating record.

**Plan Date:** Specify the plan's date. If the plan has been amended, enter the date of the last amendment.

**P.E. Certification:** Applications for new or modified Permits-by-Rule should include a certificate signed by a P.E. that facility has a Closure Plan meeting the standards of 9 VAC 20-81-360 in its operating record. Indicate the date of the P.E. Certification in this box.

### III. Total Closure Cost Estimate

In the box provided, indicate the total estimated cost to close the facility. In accordance with 9 VAC 2-70-111.A., the closure cost estimate shall (1) equal the cost of final closure at the point in the facility's active life when the extent and manner of its operation would make closure the most expensive; (2) be based on the costs to the owner or operator of hiring a third party to close the facility; and (3) may not incorporate any salvage value that may be realized by the sale of wastes, facility structures or equipment, land or other facility assets at the time of partial or final closures. To comply with these requirements, the closure cost estimate for solid waste management facilities should include costs associated with the removal of solid waste and leachate/wastewater remaining on site at closure; decontamination of equipment, containers, and/or structures; postclosure care which may include testing to ensure the facility has not contaminated underlying soils and/or groundwater (if contamination of underlying soils or groundwater is anticipated); P.E. certification of closure; and any other potential costs associated with closing the facility. Worksheets or other documentation substantiating the costs associated with closure should be provided as an attachment to this form.

#### Total Waste Removal Cost:

The cost of waste removal should include unit costs for loading all wastes stored on site and the costs associated with hauling and disposing/treating (i.e. tipping fee) the wastes at the closest solid waste disposal or management facility. In addition, removal and treatment/disposal costs for all materials stored on site for beneficial use (excluding the first 20 cy of each material), as indicated in [Guidance Memo 04-2011: Financial Assurance for Stockpiles of Materials for Beneficial Use or Other Uses](#), shall be covered by the facility's estimated closure cost. The Department offers the following equations which can be used to determine the portion of the SWMF closure cost estimate for the removal of wastes remaining on site at closure.

1. *Process rate cited in the facility permit*

If a process rate is referenced in the facility permit, the removal cost may be based on the process rate in tons per day (TPD) plus the total on-site storage capacity in tons for all stored waste materials multiplied by the hauling and disposal cost per ton.

Waste Removal Cost, \$ = [(Process rate, TPD) + (Storage Capacity, tons)] x (Loading/Hauling + Disposal Rate, \$/ton)

2. *Process rate not cited in the facility permit*

In the event that the facility permit does not contain a daily process rate, the estimated maximum on-site storage may be determined on the basis of the dimensions of the tipping floor or waste pile. An estimated maximum on-site storage can be calculated using the area of the tipping floor or waste pile (in square feet) and an average waste pile height. This volume can be used to determine an estimated tonnage and removal cost.

Waste Removal Cost, \$ = [Area of tipping floor/waste pile: (length, feet) x (width, feet)] x (Height of waste pile, feet) x (0.037 cy/cf) x (0.4 tons/cy) x (Loading/Hauling + Disposal Rate, \$/ton)

Alternate calculations may be used; however, all estimates should provide documentation and justification for the cost factors and equations used.

**Total Leachate / Wastewater Removal Cost:**

In the case of facilities that collect leachate, the closure cost estimate should include the cost of loading/hauling and disposing of the maximum leachate storage capacity at the prevailing industrial rate for the appropriate wastewater treatment facility.

**Total Decontamination Cost:**

Costs associated with decontaminating equipment, containers, and structures should be provided for, if necessary. The estimate to cover decontamination should provide for a third party performing the service. Remember, salvage value of equipment and structures cannot be considered when determining the estimate.

**Total Postclosure Costs:**

In accordance with 9 VAC 20-81-360.1.b, if all contaminated subsoils cannot be practicably removed or decontaminated, the facility shall perform postclosure care in accordance with the closure and postclosure care requirements. This may include soil and groundwater sampling and testing. If so, the postclosure cost should include costs associated with mobilization of a sampling team and costs associated with the number of sampling locations and number of tests to be performed. Inclusion of costs associated with testing will not be applicable to most solid waste management facilities designed, constructed, and operated in accordance with the VSWMR.

**Total P.E. Certification of Closure:**

Total cost for a professional engineer licensed in the State of Virginia to certify the facility has been closed in accordance with the facility's approved Closure Plan in accordance with 9 VAC 20-81-360.2.e.

**Total Other:**

If any other costs associated with the closure of the solid waste management facility are anticipated and they do not fall under the previous categories, the total cost should be provided on this line. Documentation for the other costs should be provided as an attachment to this form.

**References**

In the space provided, list references used to prepare the cost estimate and specify any assumptions used in the calculations. These references can be bids or actual cost data from previous projects, RSMMeans values, or other applicable data. References listed should include dates associated with the documentation. If valuable to support the worksheets provided, please attach copies of references to this form. Any supplemental calculations should also be provided to demonstrate how costs were calculated if they vary from those calculations outlined in the instructions

**IV. Certification by Preparer**

The person responsible for preparing the cost estimate should read the certification statement and provide his/her name, title, signature, and date to certify that the facility cost estimate provided is true, correct, and complete.

**Acknowledgement by Owner/Operator**

If DEQ Form CE SWMF and the attached cost estimate worksheets are prepared by a third party (i.e. consultant), a responsible official representing the FA Holder should indicate his/her acknowledgement of the cost estimate. If this estimate is prepared by a responsible official representing the FA Holder then this line can be left blank so long as the Certification by Preparer is signed.



# Solid Waste Management Facility Cost Estimate Form, DEQ Form CE SWMF

## I. FACILITY INFORMATION

Facility Name: Dickenson County Solid Waste Transfer Station

Permit No. 049

Location Address: 322 Dog Branch Gap Rd

City, State, Zip: Clinchco, VA 24226

FA Holder: Truist Bank

Estimate Prepared by: Toby F. Edwards

## II. OPERATIONAL AND CLOSURE DETAILS

Process Rate: 200 tons/day

Closure Plan Title: \_\_\_\_\_

Storage Capacity: \_\_\_\_\_ cubic yards

Closure Plan Date: \_\_\_\_\_

Process Area: \_\_\_\_\_ square feet

P.E. Certification Date: 1992

## III. Total Closure Cost Estimate

Closure Cost Element	Total Cost	Notes
Total Waste Removal Cost (including stockpiles):	\$10,516	Specify Loading / Hauling and Disposal Rate (\$/ton) or (\$/cy): \$52.58
Total Leachate / Washwater Removal Cost:	\$600	Specify Loading / Hauling and Disposal Rate (\$/ton) or (\$/gal): \$300
Total Decontamination Cost:	\$1,000	
Total Postclosure Cost (if necessary):	\$	
Total P.E. Certification of Closure:	\$5,049	
Total Other:	\$	Specify:
<b>Total:</b>	<b>\$17,165</b>	

References: Please indicate references used to develop this cost estimate, specify any assumptions made, and provide any supplemental calculations as necessary: \_\_\_\_\_

## IV. CERTIFICATION BY PREPARER

This is to certify that the cost estimates pertaining to the engineering features and monitoring requirements of this solid waste management facility have been prepared by me and are representative of the design specified in the facility's Closure Plan. The estimate is based on the cost of hiring a third party and does not incorporate any salvage value that may be realized by the sale of wastes, facility structures, or equipment, land or other facility assets at the time of closure. In my professional judgment, the cost estimates are a true, correct, and complete representation of the financial liabilities for closure and postclosure care of the facility and comply with the requirements of 9 VAC 20-70 and all other DEQ rules and statutes of the Commonwealth of Virginia.

SIGNATURE: \_\_\_\_\_

DATE: 12/30/25

NAME: Toby F. Edwards

TITLE: Executive Director

Acknowledgement by Owner / Operator:

SIGNATURE: \_\_\_\_\_

DATE: 12/30/25

NAME: Toby F. Edwards

TITLE: Executive Director

## Instructions for Completing DEQ Form CE SWMF

DEQ Form CE SWMF should be submitted by solid waste management facilities (SWMF) providing a new or updated cost estimate in accordance with a new permit, permit modification, or facility operational change affecting the existing financial assurance cost estimate. Examples of operational changes that could require calculation of a revised cost estimate and submittal of this form are listed below:

- Addition of a new solid waste building, equipment, or other construction on site;
- Increase, decrease, or exceedance or permitted process rate;
- Significant increase or decrease ( $\pm 15\%$ ) in SWIA report since previous year;
- Increase, decrease, or exceedance of permitted storage capacity;
- New stockpile, increase or decrease in stockpile size, or complete removal of stockpile;
- Addition or removal of leachate storage unit capacity (e.g. tanks)
- Change in leachate disposal method;
- Modification to closure plan;
- Partial facility closure; and
- Any enforcement action requiring a revised cost estimate and financial assurance update.

If the facility is increasing an existing cost estimate for inflation to meet the annual financial assurance demonstration, this worksheet is not necessary. This form is designed to provide summary information regarding the individual cost estimates developed to cover the cost of facility closure and certification that the estimates are true, correct and complete.

### I. FACILITY INFORMATION

#### Facility Name:

Enter the name of the facility as it should appear or as it currently appears on the existing permit.

#### Permit No.

Indicate the permit number assigned to the facility. The permit number is usually written as PBR### or SWP###.

#### Address, City, State, Zip:

Provide the street address of the facility's physical location (may be Rural Route/Box No. if 911 address is not available)

#### FA Holder:

Indicate the entity responsible for maintaining the financial assurance mechanism. This entity should be either the owner or operator of the facility listed, and should match the SCC documentation on file for the facility.

#### Estimate Prepared By:

Indicate the person and entity preparing this form and the attached cost estimate worksheets. For example, if the form is prepared by a facility representative, this box should contain his/her name along with the facility name. If a consultant prepared the form, the consultant's name along with the consultant's company should be listed.

### II. OPERATIONAL AND CLOSURE DETAILS

#### Operating Details

---

Provide details for which the cost estimate was prepared.

**Process rate:** Indicate the process rate of the facility in tons per day. The process rate is defined as "the maximum rate of waste acceptance that a solid waste management facility can process for treatment and/or storage. This rate is limited by the capabilities of equipment, personnel, and infrastructure." The process rate is often specified in the facility's Permit-by-Rule and used to estimate financial assurance.

**Storage Capacity:** Indicate the storage capacity, for both incoming solid waste and recovered material, of the facility in cubic yards. This value should correspond with the sum of the solid waste and recovered material storage capacity indicated on a facility's PBR application form.

**Processing area:** If the facility's cost estimate is based on the processing area, the size of the processing area should be provided in square feet.

### Closure Plans

---

**Title:** Indicate the title of the Closure Plan on file at the facility. In accordance with 9 VAC 20-81-360.2., Closure Plans and amended Closure Plans shall be maintained in the facility's operating record.

**Plan Date:** Specify the plan's date. If the plan has been amended, enter the date of the last amendment.

**P.E. Certification:** Applications for new or modified Permits-by-Rule should include a certificate signed by a P.E. that facility has a Closure Plan meeting the standards of 9 VAC 20-81-360 in its operating record. Indicate the date of the P.E. Certification in this box.

### III. Total Closure Cost Estimate

In the box provided, indicate the total estimated cost to close the facility. In accordance with 9 VAC 2-70-111.A., the closure cost estimate shall (1) equal the cost of final closure at the point in the facility's active life when the extent and manner of its operation would make closure the most expensive; (2) be based on the costs to the owner or operator of hiring a third party to close the facility; and (3) may not incorporate any salvage value that may be realized by the sale of wastes, facility structures or equipment, land or other facility assets at the time of partial or final closures. To comply with these requirements, the closure cost estimate for solid waste management facilities should include costs associated with the removal of solid waste and leachate/wastewater remaining on site at closure; decontamination of equipment, containers, and/or structures; postclosure care which may include testing to ensure the facility has not contaminated underlying soils and/or groundwater (if contamination of underlying soils or groundwater is anticipated); P.E. certification of closure; and any other potential costs associated with closing the facility. Worksheets or other documentation substantiating the costs associated with closure should be provided as an attachment to this form.

#### Total Waste Removal Cost:

The cost of waste removal should include unit costs for loading all wastes stored on site and the costs associated with hauling and disposing/treating (i.e. tipping fee) the wastes at the closest solid waste disposal or management facility. In addition, removal and treatment/disposal costs for all materials stored on site for beneficial use (excluding the first 20 cy of each material), as indicated in [Guidance Memo 04-2011: Financial Assurance for Stockpiles of Materials for Beneficial Use or Other Uses](#), shall be covered by the facility's estimated closure cost. The Department offers the following equations which can be used to determine the portion of the SWMF closure cost estimate for the removal of wastes remaining on site at closure.

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If a process rate is referenced in the facility permit, the removal cost may be based on the process rate in tons per day (TPD) plus the total on-site storage capacity in tons for all stored waste materials multiplied by the hauling and disposal cost per ton.

Waste Removal Cost, \$ = [(Process rate, TPD) + (Storage Capacity, tons)] x (Loading/Hauling + Disposal Rate, \$/ton)

2. *Process rate not cited in the facility permit*

In the event that the facility permit does not contain a daily process rate, the estimated maximum on-site storage may be determined on the basis of the dimensions of the tipping floor or waste pile. An estimated maximum on-site storage can be calculated using the area of the tipping floor or waste pile (in square feet) and an average waste pile height. This volume can be used to determine an estimated tonnage and removal cost.

Waste Removal Cost, \$ = [Area of tipping floor/waste pile: (length, feet) x (width, feet)] x (Height of waste pile, feet) x (0.037 cy/cf) x (0.4 tons/cy) x (Loading/Hauling + Disposal Rate, \$/ton)

Alternate calculations may be used; however, all estimates should provide documentation and justification for the cost factors and equations used.

**Total Leachate / Wastewater Removal Cost:**

In the case of facilities that collect leachate, the closure cost estimate should include the cost of loading/hauling and disposing of the maximum leachate storage capacity at the prevailing industrial rate for the appropriate wastewater treatment facility.

**Total Decontamination Cost:**

Costs associated with decontaminating equipment, containers, and structures should be provided for, if necessary. The estimate to cover decontamination should provide for a third party performing the service. Remember, salvage value of equipment and structures cannot be considered when determining the estimate.

**Total Postclosure Costs:**

In accordance with 9 VAC 20-81-360.1.b, if all contaminated subsoils cannot be practicably removed or decontaminated, the facility shall perform postclosure care in accordance with the closure and postclosure care requirements. This may include soil and groundwater sampling and testing. If so, the postclosure cost should include costs associated with mobilization of a sampling team and costs associated with the number of sampling locations and number of tests to be performed. Inclusion of costs associated with testing will not be applicable to most solid waste management facilities designed, constructed, and operated in accordance with the VSWMR.

**Total P.E. Certification of Closure:**

Total cost for a professional engineer licensed in the State of Virginia to certify the facility has been closed in accordance with the facility's approved Closure Plan in accordance with 9 VAC 20-81-360.2.e.

**Total Other:**

If any other costs associated with the closure of the solid waste management facility are anticipated and they do not fall under the previous categories, the total cost should be provided on this line. Documentation for the other costs should be provided as an attachment to this form.

**References**

In the space provided, list references used to prepare the cost estimate and specify any assumptions used in the calculations. These references can be bids or actual cost data from previous projects, RSMMeans values, or other applicable data. References listed should include dates associated with the documentation. If valuable to support the worksheets provided, please attach copies of references to this form. Any supplemental calculations should also be provided to demonstrate how costs were calculated if they vary from those calculations outlined in the instructions

**IV. Certification by Preparer**

The person responsible for preparing the cost estimate should read the certification statement and provide his/her name, title, signature, and date to certify that the facility cost estimate provided is true, correct, and complete.

**Acknowledgement by Owner/Operator**

If DEQ Form CE SWMF and the attached cost estimate worksheets are prepared by a third party (i.e. consultant), a responsible official representing the FA Holder should indicate his/her acknowledgement of the cost estimate. If this estimate is prepared by a responsible official representing the FA Holder then this line can be left blank so long as the Certification by Preparer is signed.





# Solid Waste Management Facility Cost Estimate Form, DEQ Form CE SWMF

## I. FACILITY INFORMATION

Facility Name: Russell County Solid Waste Transfer Station

Permit No. 001

Location Address: 1786 Century Farm Rd

City, State, Zip: Castlewood, VA 24224

FA Holder: Truist Bank CD

Estimate Prepared by: Toby F. Edwards

## II. OPERATIONAL AND CLOSURE DETAILS

Process Rate: 200 tons/day

Closure Plan Title: \_\_\_\_\_

Storage Capacity: \_\_\_\_\_ cubic yards

Closure Plan Date: \_\_\_\_\_

Process Area: \_\_\_\_\_ square feet

P.E. Certification Date: 1992

## III. Total Closure Cost Estimate

Closure Cost Element	Total Cost	Notes
Total Waste Removal Cost (including stockpiles):	\$10,142	Specify Loading / Hauling and Disposal Rate (\$/ton) or (\$/cy): \$50.71
Total Leachate / Washwater Removal Cost:	\$600	Specify Loading / Hauling and Disposal Rate (\$/ton) or (\$/gal): \$300
Total Decontamination Cost:	\$1000	
Total Postclosure Cost (if necessary):	\$	
Total P.E. Certification of Closure:	\$5,049	
Total Other:	\$	Specify:
<b>Total:</b>	<b>\$16,791</b>	

References: Please indicate references used to develop this cost estimate, specify any assumptions made, and provide any supplemental calculations as necessary: \_\_\_\_\_

## IV. CERTIFICATION BY PREPARER

This is to certify that the cost estimates pertaining to the engineering features and monitoring requirements of this solid waste management facility have been prepared by me and are representative of the design specified in the facility's Closure Plan. The estimate is based on the cost of hiring a third party and does not incorporate any salvage value that may be realized by the sale of wastes, facility structures, or equipment, land or other facility assets at the time of closure. In my professional judgment, the cost estimates are a true, correct, and complete representation of the financial liabilities for closure and postclosure care of the facility and comply with the requirements of 9 VAC 20-70 and all other DEQ rules and statutes of the Commonwealth of Virginia.

SIGNATURE: Toby F. Edwards DATE: 12/30/25

NAME: Toby F. Edwards

TITLE: Executive Director

Acknowledgement by Owner / Operator:

SIGNATURE: Toby F. Edwards DATE: 12/30/25

NAME: Toby F. Edwards

TITLE: Executive Director

## Instructions for Completing DEQ Form CE SWMF

DEQ Form CE SWMF should be submitted by solid waste management facilities (SWMF) providing a new or updated cost estimate in accordance with a new permit, permit modification, or facility operational change affecting the existing financial assurance cost estimate. Examples of operational changes that could require calculation of a revised cost estimate and submittal of this form are listed below:

- Addition of a new solid waste building, equipment, or other construction on site;
- Increase, decrease, or exceedance of permitted process rate;
- Significant increase or decrease ( $\pm 15\%$ ) in SWIA report since previous year;
- Increase, decrease, or exceedance of permitted storage capacity;
- New stockpile, increase or decrease in stockpile size, or complete removal of stockpile;
- Addition or removal of leachate storage unit capacity (e.g. tanks)
- Change in leachate disposal method;
- Modification to closure plan;
- Partial facility closure; and
- Any enforcement action requiring a revised cost estimate and financial assurance update.

If the facility is increasing an existing cost estimate for inflation to meet the annual financial assurance demonstration, this worksheet is not necessary. This form is designed to provide summary information regarding the individual cost estimates developed to cover the cost of facility closure and certification that the estimates are true, correct and complete.

### I. FACILITY INFORMATION

#### Facility Name:

Enter the name of the facility as it should appear or as it currently appears on the existing permit.

#### Permit No.

Indicate the permit number assigned to the facility. The permit number is usually written as PBR### or SWP###.

#### Address, City, State, Zip:

Provide the street address of the facility's physical location (may be Rural Route/Box No. if 911 address is not available)

#### FA Holder:

Indicate the entity responsible for maintaining the financial assurance mechanism. This entity should be either the owner or operator of the facility listed, and should match the SCC documentation on file for the facility.

#### Estimate Prepared By:

Indicate the person and entity preparing this form and the attached cost estimate worksheets. For example, if the form is prepared by a facility representative, this box should contain his/her name along with the facility name. If a consultant prepared the form, the consultant's name along with the consultant's company should be listed.

### II. OPERATIONAL AND CLOSURE DETAILS

#### Operating Details

Provide details for which the cost estimate was prepared.

**Process rate:** Indicate the process rate of the facility in tons per day. The process rate is defined as "the maximum rate of waste acceptance that a solid waste management facility can process for treatment and/or storage. This rate is limited by the capabilities of equipment, personnel, and infrastructure." The process rate is often specified in the facility's Permit-by-Rule and used to estimate financial assurance.

**Storage Capacity:** Indicate the storage capacity, for both incoming solid waste and recovered material, of the facility in cubic yards. This value should correspond with the sum of the solid waste and recovered material storage capacity indicated on a facility's PBR application form.

**Processing area:** If the facility's cost estimate is based on the processing area, the size of the processing area should be provided in square feet.

## Closure Plans

**Title:** Indicate the title of the Closure Plan on file at the facility. In accordance with 9 VAC 20-81-360.2., Closure Plans and amended Closure Plans shall be maintained in the facility's operating record.

**Plan Date:** Specify the plan's date. If the plan has been amended, enter the date of the last amendment.

**P.E. Certification:** Applications for new or modified Permits-by-Rule should include a certificate signed by a P.E. that facility has a Closure Plan meeting the standards of 9 VAC 20-81-360 in its operating record. Indicate the date of the P.E. Certification in this box.

## III. Total Closure Cost Estimate

In the box provided, indicate the total estimated cost to close the facility. In accordance with 9 VAC 2-70-111.A., the closure cost estimate shall (1) equal the cost of final closure at the point in the facility's active life when the extent and manner of its operation would make closure the most expensive; (2) be based on the costs to the owner or operator of hiring a third party to close the facility; and (3) may not incorporate any salvage value that may be realized by the sale of wastes, facility structures or equipment, land or other facility assets at the time of partial or final closures. To comply with these requirements, the closure cost estimate for solid waste management facilities should include costs associated with the removal of solid waste and leachate/wastewater remaining on site at closure; decontamination of equipment, containers, and/or structures; postclosure care which may include testing to ensure the facility has not contaminated underlying soils and/or groundwater (if contamination of underlying soils or groundwater is anticipated); P.E. certification of closure; and any other potential costs associated with closing the facility. Worksheets or other documentation substantiating the costs associated with closure should be provided as an attachment to this form.

### Total Waste Removal Cost:

The cost of waste removal should include unit costs for loading all wastes stored on site and the costs associated with hauling and disposing/treating (i.e. tipping fee) the wastes at the closest solid waste disposal or management facility. In addition, removal and treatment/disposal costs for all materials stored on site for beneficial use (excluding the first 20 cy of each material), as indicated in [Guidance Memo 04-2011: Financial Assurance for Stockpiles of Materials for Beneficial Use or Other Uses](#), shall be covered by the facility's estimated closure cost. The Department offers the following equations which can be used to determine the portion of the SWMF closure cost estimate for the removal of wastes remaining on site at closure.

1. *Process rate cited in the facility permit*

If a process rate is referenced in the facility permit, the removal cost may be based on the process rate in tons per day (TPD) plus the total on-site storage capacity in tons for all stored waste materials multiplied by the hauling and disposal cost per ton.

Waste Removal Cost, \$ = [(Process rate, TPD) + (Storage Capacity, tons)] x (Loading/Hauling + Disposal Rate, \$/ton)

2. *Process rate not cited in the facility permit*

In the event that the facility permit does not contain a daily process rate, the estimated maximum on-site storage may be determined on the basis of the dimensions of the tipping floor or waste pile. An estimated maximum on-site storage can be calculated using the area of the tipping floor or waste pile (in square feet) and an average waste pile height. This volume can be used to determine an estimated tonnage and removal cost.

Waste Removal Cost, \$ = [Area of tipping floor/waste pile: (length, feet) x (width, feet)] x (Height of waste pile, feet) x (0.037 cy/cf) x (0.4 tons/cy) x (Loading/Hauling + Disposal Rate, \$/ton)

Alternate calculations may be used; however, all estimates should provide documentation and justification for the cost factors and equations used.

**Total Leachate / Wastewater Removal Cost:**

In the case of facilities that collect leachate, the closure cost estimate should include the cost of loading/hauling and disposing of the maximum leachate storage capacity at the prevailing industrial rate for the appropriate wastewater treatment facility.

**Total Decontamination Cost:**

Costs associated with decontaminating equipment, containers, and structures should be provided for, if necessary. The estimate to cover decontamination should provide for a third party performing the service. Remember, salvage value of equipment and structures cannot be considered when determining the estimate.

**Total Postclosure Costs:**

In accordance with 9 VAC 20-81-360.1.b, if all contaminated subsoils cannot be practicably removed or decontaminated, the facility shall perform postclosure care in accordance with the closure and postclosure care requirements. This may include soil and groundwater sampling and testing. If so, the postclosure cost should include costs associated with mobilization of a sampling team and costs associated with the number of sampling locations and number of tests to be performed. Inclusion of costs associated with testing will not be applicable to most solid waste management facilities designed, constructed, and operated in accordance with the VSWMR.

**Total P.E. Certification of Closure:**

Total cost for a professional engineer licensed in the State of Virginia to certify the facility has been closed in accordance with the facility's approved Closure Plan in accordance with 9 VAC 20-81-360.2.e.

**Total Other:**

If any other costs associated with the closure of the solid waste management facility are anticipated and they do not fall under the previous categories, the total cost should be provided on this line. Documentation for the other costs should be provided as an attachment to this form.

**References**

In the space provided, list references used to prepare the cost estimate and specify any assumptions used in the calculations. These references can be bids or actual cost data from previous projects, RSM means values, or other applicable data. References listed should include dates associated with the documentation. If valuable to support the worksheets provided, please attach copies of references to this form. Any supplemental calculations should also be provided to demonstrate how costs were calculated if they vary from those calculations outlined in the instructions.

**IV. Certification by Preparer**

The person responsible for preparing the cost estimate should read the certification statement and provide his/her name, title, signature, and date to certify that the facility cost estimate provided is true, correct, and complete.

**Acknowledgement by Owner/Operator**

If DEQ Form CE SWMF and the attached cost estimate worksheets are prepared by a third party (i.e. consultant), a responsible official representing the FA Holder should indicate his/her acknowledgement of the cost estimate. If this estimate is prepared by a responsible official representing the FA Holder then this line can be left blank so long as the Certification by Preparer is signed.



CIF KEY: 4441876 • CUMBERPLAR0000

RM: CSBB SBD ADVISOR GROUP 401 ☒ • (301) 478-4403

Business Banking

Next

- Account List
- Alternate Address Maintenance
- Transfers

Banking Summary

Deposits (2 Accounts)

Account #	Bank	Product Type	Posted Balance	Available Balance
8470001757070	(302) VA	PUBLIC FUND < \$100,000 (803)	\$44,280.92	
8470003579984	(302) VA	PUBLIC FUND < \$100,000 (803)	\$10,001.00	
			<u>\$54,281.92</u>	

Loans (0 Accounts)

Deposit Access Products/Online Banking (0 Accounts)

Open Digital Banking

Account #	Bank	Product Type	Relationship	Status	Bal.
<p>PBR 106 PBR 049 PBR 001</p>					

Safe Box (0 Accounts)

IRM Accounts (0 Accounts)

Other Commercial Accounts (0 Accounts)

Print Full Account #s

Print Masked Account #s

*Solid Waste Management Plan  
5 year update*

Comment Number	Section of the Regulations	Section in SWMP	Page(s)	DEQ Comments - on Cumberland Plateau June 2022 SWMP version
1	-	-	-	The plan version does not include a title/cover page. Please update the plan to include a title/cover page.
2	9VAC20-130-173.A	1.5 - Planning Period	2	The plan states that the planning period is 20 years from 2022-2052. Please update the plan to clarify if the plan is 20 years or from 2022-2052.
3	9VAC20-130-120.B	2.1.4 - Recycling	6	The plan states that the 2018 recycling rate for the planning unit was 32.1%. However, per the 2018 recycling rate reported to DEQ, the recycling rate for 2018 was 33%. Please update the plan to include the latest annual recycling rate.
4	9VAC20-130-173.B.1	4.3.5 - Projected tonnages	61-65	The plan includes projected waste tonnages for the three counties and the solid waste planning unit as a whole. The projections extend from 2020-2040 for the counties and from 2020-2036 for the planning unit. The planning period should include a 20-year period from the anniversary of the original plan approval date of February 10, 2006. Please update the projections to include the full 20-year planning period.
5	-	5.1.2 - Russell County Collection site	70	Additionally, the plan states that the national average of 1.0% per year was used for projecting the residential and commercial tonnages while all other tonnages were assumed to remain constant. However, the projection for the planning unit as a whole does not follow the national average of 1.0% per year. Please update the plan accordingly.
6	9VAC20-130-173.B.3	5.3.1 - Landfill	76	In Table 64, the average total has not been updated from the previous plan version. Please update the plan accordingly.
7	9VAC20-130-173.D	5.3.2 - Previously operated landfills	76	The plan states that the Advanced Disposal Landfill in Sullivan County, TN is used by the planning unit for disposal. A remaining life is listed for the landfill, but no remaining capacity is included. Please update the plan to include a remaining capacity for the disposal facility.
8	9VAC20-130-120.B	5.4.2 - Recycling rates 5.4.3 - Composition of materials recycled	80, 81	The plan states that the American Electric Power (AEP) Landfill (SWP223) is open in Russell County. SWP223 closed in 2018. Per 9VAC20-130-175.B, major amendments shall include any addition, deletion, or cessation of operation of any solid waste disposal facility. Please submit a major amendment, including public participation per 9VA20-130-130, for the closure of SWP223.
9	-	Appendices	Appendices	Table 72 includes the recycling tonnages of Principle and Supplemental recycling materials for 2017 and 2021, along with the recycling rate for 2021. Table 73 also includes the recycling tonnages for CY2021. However, the tonnages in tables 72 and 73 do not match with the tonnages reported to DEQ in the annual RRR. Additionally, the recycling rate reported in table 72 does not match with the CY2021 recycling rate reported to DEQ. Please update the tables to include the tonnages and recycling rate reported to DEQ. The plan states in multiple locations that additional information is included in the appendices. However, the appendices are empty. Please update the plan to include the appendices.