

Sussex County Board of Supervisors Regular Meeting
Thursday, March 16, 2023 – 6 pm
General District Courtroom – Sussex Judicial Center
15098 Courthouse Road, Sussex VA 23884

ZOOM LINK

<https://us02web.zoom.us/j/82042031545>

Meeting ID: 820 4203 1545

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1. Commencement

- 1.01 Call to Order/Determine Quorum
- 1.02 The Invocation
- 1.03 The Pledge of Allegiance
- 1.04 Agenda Amendment(s)
- 1.05 Approval of Regular Agenda

2. Approval of Consent Agenda

- 2.01 Approval of Minutes: February 23, 2023 Rescheduled Board of Supervisors Meetings
- 2.02 Warrants and Vouchers
- 2.03 Treasurer’s Report & Financial Update – *for information only*
- 2.04 Departmental Reports – *for information only*
- 2.05 Victims Witness Program MOU with Commonwealth’s Attorney
- 2.06 Multistate Opioid Settlements (Teva, Allergan, Walmart, CVS & Walgreens)
- 2.07 Rural Rustic Resolution for Glyndon and Carver Lanes
- 2.08 March 23, 2023 Special BOS (BWS) Meeting –Big Ticket
- 2.09 March 30, 2023 Special BOS (BWS) Meeting – External Agencies
- 2.10 CAS Severn Maintenance Agreement and Budget Amendment
- 2.11 Waverly Solar Decommissioning Plans and Estimates

3. Recognitions/Awards/Presentation

- 3.01 Recognition of Retired Public Safety Coordinator G. Reid Foster
- 3.02 Recognition of Retired Lieutenant James J. Shanko, III – Sheriff Giles
- 3.03 VDOT Project Update – Jerry Kee
- 3.04 DSS Advisory Board Update – Leah Brantley (DSS Advisory Board Chair) & Valerie Pierce (Interim DSS Director)

4. Public Hearing

- 4.01 Ordinance Amendment #2023-01: Amendment to Sussex County Planning Commission Ordinance
 - a. Public Comments
 - b. Board Comments
 - c. Action on Public Hearing Item

5. Appointments

- 5.01 Appointment to District 19 Community Services Board
- 5.02 Housing Rehabilitation Board Appointments

6. Action Items

- 6.01 Exxon Fuel Card Proposal –Ernest Giles (Sheriff), Oyik Mora (Exxon Mobil Fleet Fuel Card Program), and Sylvia Jackson (PMG Davis Travel Center)

7. Citizens' Comments

8. Unfinished Business

- 8.01 Public Safety Coordinator Position Reclassification and VRS Change

9. New Business

- 9.01 Business License and Zoning Compliance Fees – Supervisor Fly

10. Board Members Comments

- 10.01 Blackwater District
10.02 Courthouse District
10.03 Henry District
10.04 Stony Creek District
10.05 Wakefield District
10.06 Waverly District

11. Closed Session – none

12. Recess/Adjournment

- 12.01 Recess/Adjournment
12.02 Next Meeting, Thursday, April 20, 2023 at 6 p.m.

**At a Rescheduled Meeting of the
Sussex County Board of Supervisors
Held in the General District Courtroom on
Thursday, February 23, 2023 at 6 pm**

BOARD MEMBERS PRESENT

C. Eric Fly, Sr.
A. G. Futrell
Debbie P. Jones
Wayne O. Jones
Susan M. Seward
Rufus E. Tyler, Sr.
Steve White, Tie Breaker

STAFF PRESENT:

Richard Douglas, County Administrator
David Conmy, Deputy County Administrator & Director of Economic Development
Jeff Gore, County Attorney
Ellen G. Boone, Commissioner of the Revenue
Deste J. Cox, Treasurer
Eric Danuser, IT Manager (Virtual)
G. Reid Foster, Public Safety Coordinator (Virtual)
Ernest Giles, Sheriff
Faith McClintock, Economic Development Consultant
Michael Kessinger, Sergeant
Kelly W. Moore, Finance Director (Virtual)
Michael Poarch, Planner
Beverly Walkup, Planning Director
LaSonya White, Virginia Cooperative Extension
Shilton R. Butts, Assistant to the County Administrator/
Clerk to the Board of Supervisors

1. Commencement

1.01 Call to Order/Determine Quorum (6:17 p.m.)

Chairman W. Jones called the February 23, 2023 rescheduled regular meeting of the Sussex County Board of Supervisors to order.

1.02 The Invocation

The Invocation was offered by Supervisor Seward.

1.03 The Pledge of Allegiance

The Pledge of Allegiance was recited by all.

1.04 Agenda Amendments

Supervisor Fly requested to move under Item 2. Consent Agenda, Item 2.10 Public Safety Coordinator Position Reclassification and VRS Change, to Item 9. New Business, as new Item 9.01.

Supervisor Fly requested to remove Item 3.03 Molly Dowless Presentation - Anticipated Blackwater Solar Facility Application under Item 3. Recognition, and under Item 9. New Business, Item 9.01 No Solar Group Presentation, a duplicate item, from the agenda. (*The group will speak under Citizens' comments.*) Supervisor Fly requested Item 8. Citizens' Comments, be moved to Item 3.03, under the Recognitions.

Supervisor Futrell requested to add under Item 11, Closed Session, as Item 11b. an additional personnel item.

1.05 Approval of Rescheduled Regular Meeting Agenda

ON MOTION OF SUPERVISOR D. JONES, seconded by SUPERVISOR SEWARD and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves the February 23, 2023 rescheduled regular meeting agenda inclusive of (1) removing items under Item 3. Recognition, Item 3.03 Molly Dowless Presentation - Anticipated Blackwater Solar Facility Application and under Item 9. New Business, Item 9.01 No Solar Group Presentation from the agenda; (2) moving Item 7. Citizens' Comments to under Item 3. Recognitions, as Item 3.03; (3) moving under Item 2. Consent Agenda, Item 2.10 Public Safety Coordinator Position Reclassification and VRS Change, to Item 9. New Business, as new Item 9.01.; and (4) adding under Item 11 Closed Session, as an additional Item 11b, as an additional Personnel item. All Board members present voted aye.

2. Approval of Consent Agenda

ON MOTION OF SUPERVISOR SEWARD, seconded by SUPERVISOR D. JONES and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves the Consent agenda inclusive of the following: (a) January 19 regular and January 26, 2023 Finance Committee Meeting minutes; (b) the Approval of Warrants and Vouchers; (c) the Treasurer's Report and Financial Update; (d) Departmental Reports; (e) Waste Management Tax Refund (Finance Committee Recommendation); (f) Sheriff's Vehicle Replacement Budget Amendment; (g) Courthouse Fire Department Extrication Equipment Purchase (Finance Committee Recommendation); (h) March 2, 2023 Public Meetings for Sussex County Fire & EMS Study; (i) Berkley Group Emergency Management Support Services Budget Amendment; (j) CHA Landfill Inspection Task Order Budget Amendment; (k) Sussex Towns Economic Development Planning Grant Budget Amendment; and (l) Courthouse Renovation Project Budget Amendment. All Board members present voted aye.

3. Recognitions/Awards/Presentation

3.01 FY22 Audit of Sussex County

Taylor Stover, the Audit Manager for Sussex's audit and partner out of Robinson, Farmer, Cox Associates' Richmond office, attended and gave a brief overview of the Financial Statements.

Mr. Stover stated that three unmodified opinions were issued on the County's Financial Statements, internal controls, and Federal awards compliance.

He stated that there was a new accounting standard related to leases. Mr. Stover stated that it was called Governmental Accounting Standards Board (GASB) 87. He stated that operating leases are now reported as financial statements. They used to be recorded on all balance sheet items. He noted for the County that it was a considerable increase in assets and liabilities that was mostly related to the landfill long term contracts.

He stated on a full accrual basis, on government wide financial statements, the County ended with approximately \$11 million in Unrestricted Net Position (Exhibit 1).

He reviewed Fund Financial Statements, which is generally used for budgeting purposes. He stated there was approximately \$10.5 million in Unassigned Fund Balance, which is 36% of the General Fund expenditures.

He stated that the Cash Collection was 99.3% when including delinquent collections. He noted that the County still had \$1.1 million in ARPA funds remaining at the end of the year. It is not included in Unassigned Fund Balance.

Mr. Stover stated that they didn't issue any compliance issues or material weaknesses; however, a Management Letter was issued. He stated that a management letter was basically, the auditors discussing or presenting opportunities for improvements.

Mr. Stover reviewed a few of the items included in the letter. He noted that the first item was a repeat item from last year. Departments were making purchases with credit cards when they had the ability to make the purchase with a purchase order and be invoiced, so the item could have been paid with a check.

Mr. Stover stated that the second item was a repeat item as well, Special Welfare accounts. The balance between Social Services and the Treasurer does not reconcile. He stated that it wasn't a huge amount; however, Social Services and the Treasurer need to resolve.

He stated that there was one finding for the Sussex County Public Schools for not advertising the Public Hearing for the proper amount of days. They are required to give a 10-day notice of Public Hearing; however, only an eight day notice was given.

Mr. Stover stated that about 10 years ago, the previous Administration and previous Finance Director changed the Chart of Accounts. He stated that Audit of Public Accounts (APA) issued a manual that standardizes how the Chart of Accounts should be set up for each locality. He stated that an individual changed this account approximately a decade ago. The County has been stuck

with this kind of account. He noted that it adds some complications when most people-- consultants, auditors, etc.-- come in and review. He noted that when they see a code, it may mean one thing to auditors and/or consultants; however, it means something completely different to staff. He stated that he recommended to Administration to review and agree to the Uniform Financial Reporting Manual.

Mr. Stover thanked all the staff for working with them to get the information requested.

Supervisor Tyler entered at 6:32 p.m.

302 Sussex County Solar Facility Application Review and Approval Process Overview

Lindsay Edwards, an Environmental Planner with the Berkley Group and a Clean Energy Specialist, was in attendance to give a brief overview of the Solar Generation Facilities Overview of Application Process and highlight important considerations for the Conditional Use Permit review.

Ms. Edwards gave introduction background on why there are so much solar interest of recently. She noted that the cost of solar energy has decreased by 80% since 2010. She stated that there is a growing demand for renewable generated energy from the private sector. There are State policies and incentives that strive to achieve carbon emission goals and reduce the use of fossil fuel. There are economic and financial opportunities for landowners, specifically farmers, as well as the community in general. She stated from a geographic and climate perspective, Virginia is an attractive place for installation of solar energy. In 2018, Dominion Energy and AP were issued 100% renewable energy by 2045 and 2050, respectively. She stated that because of these factors, the County is likely to see more applications for solar facilities.

Mr. Edwards stated that the Sussex Application Process is outlined by the Zoning Ordinance. It starts with the Pre-Application Meeting between the applicant and County staff, as well as the Berkley Group. After that meeting, the applicant will submit an application which goes through a Completeness and Compliance Review with staff and the Berkley Group to make sure that all required materials outlined in the Ordinance are included. Then, it will move on to the 2232 Review. The 2232 review or siting agreement are I or option. The 2232 refers to Virginia Code 15.2-2232 which allows a locality to review a public utility project to see if it's in accordance with the County's Comprehensive Plan. This would include a staff report from Berkley Group and staff; (ii) Planning Commission Meeting/Decision; (iii) an applicant has an option to appeal.

For the Siting Agreement, optionally, the County can decide to pursue the agreement entered between the applicant and the County. Once it's negotiated and approved at a Public Hearing, this would satisfy the required 2232 review.

For the Conditional Use Permit, a staff report will be provided by the Berkley Group and staff. The Planning Commission will hold a Public Hearing and give a recommendation to the Board of Supervisors. The Board of Supervisors will hold a Public Hearing and make a decision on the project.

The 2232 Review is a general or approximate location, character, and extent are substantially in accordance with the Comprehensive Plan or part thereof. There are many considerations for the Conditional Use Permit including location/siting, design, size, and scale of facility , environmental impacts; stormwater and E&S, Visual impacts, Landscaping, buffering, and screening, traffic impact, decommissioning and battery storage.

An example of site plan was displayed to show a 4,000 acres facility, the typical aspects covered by improvements which included panels access roads, sedimentation basins, vegetative buffer around the whole facility and setbacks from property lines. Ms. Edwards noted that it was important to know where the facility was located in relations to floodplains, wetlands and groundwater. Wildlife corridors needed to extend through site and not just be present along the fence line. She noted that building footprints, access points, as well as potential substations are identified on the plans.

Displays were shown of buffers and vegetative buffer at the planting in comparison to after 10 years.

Traffic and Construction Impacts reviewed included haul routes; number of vehicle trips per day. Size and number of vehicles needed for construction was reviewed, as well as impact to roadway conditions, construction hours and noise and light impacts, etc.

3.03 Anticipated Blackwater Solar Facility Application

This item was removed from the agenda during the agenda amendments.

The Board recessed at approximately 7:20 p.m. to allow citizens/crowd to leave.

Mr. Steve White (Tie Breaker) entered at 7:21 p.m.

The Board meeting reconvened at approximately 7:25 p.m.

3.04 Sussex Service Authority Fiscal Evaluation

Roland Kooch (Davenport) and Stevie Steele (CHA) were in attendance to provide Sussex Service Authority fiscal evaluation.

Mr. Kooch stated that they delivered a report providing a fiscal evaluation as a fiduciary to the Sussex Service Authority (the "Authority") based on the information they had at the time. He noted that a lot of things are subject to change. There are assumptions in the report that could change, both on the revenue and expense side, as well as the Capital side in terms of sources and uses of funding.

He stated that what they were charged to deliver a preliminary assessment based on the current budget year. They were charged with developing a preliminary series of scenarios to look at of what it would potentially take to maintain and be a self-supporting Authority going forward. He noted that the Authority is currently undertaking a review of the report. There will be some back

and forth communication/changes.

They are working on developing a baseline understanding and comprehensive evaluation in system assets in what it may take to invest in the Authority and what it may take to maintain the Authority going forward that will provide to the Authority and its user base and what the order of magnitude (?) would potentially be in terms of long term sustaining.

He noted that the Authority is working with CHA. He stated that there were options that may or may not involve assistance from the County.

Mr. Steele from CHA stated that the last time that he spoke with the County, he provided a road map of how CHA was going to address some things with both towns, some opportunities with grants, and a road map to get out of the current Consent Order. They have worked with DEQ and SSA Attorney to prepare a revised, draft Consent Order. A Study is due by October 31, 2023. Recommendations will become part of the Consent Order.

He stated that at the time he had spoken, there were ARPA funds available. He was instructed to submit an ARPA Grant application for 100% grant money for the both the Bank Street projects currently being operated by a generator and onsite pump and also for the Wakefield and Waverly Wastewater Collection Systems which are driving the Consent Order. ARPA Grant Application for \$3,950,000 was submitted on December 15, 2022.

Mr. Steele stated that since that time they got an offer from the original application to DEQ clean water revolving loan fund. At the time, he doesn't know if there is any grant associated. Since the loan was awarded, the ARPA funds became available. The announcement of ARPA funding will be made in March. SSA can select best funding option at that time.

Study is being funded by County (\$25K), Authority (\$25K), and SERCAP Grant (\$50K).

Manhole inspection, mapping update, and metering plan have been completed. Metering efforts will begin in March and last until the end of May. CCTV and smoke testing will be implemented based on metering data with full report ready for submission to DEQ by October 31, 2023.

Manhole Inspection Data is available. He reviewed a Flow Meter Plan.

Vice Chairman Seward gave a brief followed up. Per the By Laws, Vice Chairman Seward is the Board's representative on the Sussex Service Authority Board. She stated that what the Board needs to keep in mind is that, ultimately, there are pretty large infrastructure improvements to the entire Sussex Service Authority system that the Authority may or may not be able to afford. From the Board's point of view, County planning wise, knowing that bonds need to be issued to do improvements here on the Courthouse complex, in which Davenport has done a schedule. The County needs to stay in communication and pay attention as the improvements are made. She stated that we do need to get out from under the Consent Order--which has a price tag. It was noted that the Department of Corrections is the major user of the system and major funder of the system. There's another system that DOC doesn't affect. Funding future maintenance needs have to be considered for years down the road. The County could possibly have a role. There are other

options such as absorption by regional authority; privatization, option of County involvement, etc. However, we need to find what our needs are. What can we do with freights going forward with both DOC and the private user of the system? And, after reviewing all of the scenarios, figuring out the anticipated needs and monetary amount needed.

3.05 Sussex County Chamber of Commerce

Phyllis Tolliver was present and gave an update of the happenings and events of the Sussex County Chamber of Commerce.

Dr. Tolliver stated that all of the events will occur this year, 2023. On March 23, 2023, the Chamber will have a Recognition Dinner at the Airfield 4-H Conference Center in Wakefield, Virginia. Chamber members and businesses that have been in business for over 50 years will be recognized. The dinner will be open to the public. The reception will begin at 5 p.m. The dinner will begin at 6 p.m. The cost of the meal is \$30 per person. There will be a cash bar throughout the evening. Tickets can be purchased on the Sussex Chamber of Commerce website at Sussexvachamber.com. The deadline for tickets will be March 13, 2023.

The next event will be held on April 29, 2023. The Chamber will be supporting Waverly on their 5K Walk/Run event. The James House will receive the proceeds. Many chamber members are sponsoring this event.

On May 5th, Waverly will be having the Cinco de Mayo celebration again this year. Details are still in process. Information will be shared at a later time.

Tentatively, the Chamber is partnering with the Town of Wakefield on June 17, 2023 for an End of Spring Celebration. More information will be shared at a later time about this event.

The Chamber will be awarding scholarships in the amount of \$500 to high school deserving students who attend Sussex Central High School, Appomattox Regional Governor's School, and Tidewater Academy.

Dr. Tolliver stated that the Chamber of Commerce's membership continues to grow. Currently, there are 68 active members and is anticipating having 75 members by the end of March.

Dr. Tolliver extended an invitation to any businesses that aren't a member of the Chamber yet, to join.

The Chamber has started a newsletter which can be found on their website.

4. Public Hearings

There was no Public Hearing.

5. Appointments

County Administrator Douglas noted that there is a vacancy on the District 19 Community Services Board. A new appointment will need to be made. Per D19 CSB, this appointment does not have to be the Director of Social Services. The new appointment will be a three year term, starting immediately, expiring February 28, 2026 should the appointment be made at the February meeting. (The three year term will be determined by the month of the appointment per D19 CSB.)

The Board member position description, By Laws and Meeting Schedule were included in the Board packet.

This item was tabled.

6. Action Items

6.01 VEDP Business Ready Grant Overview & Related Budget Amendments

David Conmy stated that Sussex County was awarded \$247,900 and \$61,050 from the Virginia Economic Development Partnership (VEDP) and the Tobacco Region Revitalization Commission (TRRC), respectively, for various master planning and conceptual engineering design activities to advance the shovel-readiness of the Sussex Mega Site. A local match of \$61,050 is required; however, staff recommends the Board appropriate an additional \$35,000 for two activities VEDP inadvertently omitted from the approved program. This projects is intended to be managed through the County's existing relationship with Virginia's Gateway Region, Spectrum Growth Solutions, and the County's on-call engineering firms. Because these are reimbursable grants, two budget amendments are needed to appropriate (1) \$405,000 for the full cost of the project and (2) \$15,000 for continuation of Spectrum Growth Solutions' services to the County for 2023.

Mr. Conmy gave an overview and the activities and budget

There was discussion of whether Data Centers be useful in the Mega Site.

Staff recommends the Board adopts the proposed budget amendments.

Budget Amendment Resolutions, VEDP VBRSP Award Letter, TRRC Award Letter, and Project Budget were included in the Board packet.

ON MOTION OF SUPERVISOR TYLER, seconded by SUPERVISOR SEWARD and carried: RESOLVED that the Sussex County Board of Supervisors hereby adopts Resolutions #23-14 FY23 Budget Amendment for the VEDP VBRSP Sussex Mega Site; and

BE IT RESOLVED by the Sussex County Board of Supervisors that the following budget amendment for the Mega Site (Fund#305) be and hereby is made for the period of July 1, 2022 through June 30, 2023. This resolution will approve and appropriate funds for the VEDP VBRSP Sussex Mega Site Development Grant FY23.

FUND # 100 GENERAL FUND

REVENUE

Fund 305 VEDP	\$247,900
Fund 305 TRRC	\$61,050
Fund 135 Local Reserves	<u>\$96,050</u>
Total Revenues	\$405,000

EXPENDITURE

Fund 305 Mega Site	<u>\$405,000</u>
Total Expenditures	\$405,000

BE IT FURTHER RESOLVED by the Sussex County Board of Supervisors that the following Resolution #23-15 budget amendment for the General Government Administration function be and hereby is made for the period of July 1, 2022 through June 30, 2023. This resolution will appropriate local reserve funds to contract with Spectrum Growth Solutions.

FUND # 100 GENERAL FUND

REVENUE

Fund 135 Local Reserves	<u>\$15,000</u>
Total Revenues	\$15,000

EXPENDITURE

Fund 100 Administration	<u>\$15,000</u>
Total Expenditures	\$15,000

Voting aye: Supervisors Fly, Futrell, D. Jones, W. Jones, Seward, Tyler

Voting nay: none

6.02 Fire Engine Acquisition (Stony Creek and Wakefield VFDs) – Financing Resolution

County Administrator Douglas stated that a revised resolution is attached for your consideration that provides Board approval of additional lease purchase financing under the existing master lease agreement with Bank of America. Specifically, the resolution would begin the process of securing up to \$1,850,000 in financing for two fire engines serving the Wakefield and Stony Creek Volunteer Fire Departments, as identified in the County’s Public Safety Capital Plan. This is the same process followed for the recent acquisition of fire engines for Jarratt, Courthouse, and Waverly Volunteer Fire Departments, and an ambulance for the Stony Creek Volunteer Rescue Squad.

The Finance Committee recommended moving forward with this process at its last meeting. Roland Kooch with Davenport will be present to answer any questions regarding this process.

Staff recommends the Board adopts the attached resolution.

Resolution approving additional lease purchase financing under existing Master Lease Agreement and memo from the Public Safety Coordinator were included in the Board packet.

ON MOTION OF D. JONES, seconded by SUPERVISOR TYLER and carried: RESOLVED that the Sussex County of Supervisors hereby adopts Resolution #23-16 approving additional lease purchase financing under existing Master Lease Agreement.

Voting aye: Supervisors Fly, Futrell, D. Jones, W. Jones, Seward, Tyler

Voting nay: none

6.03 Recommended Sussex County EMS Operations Plan

County Administrator Douglas advised the Board that Thomas Hicks will be serving as the Interim Public Safety Coordinator. He stated that Rick McClure, with Old Dominion Emergency Medical Services Alliance (ODEMSA) Council to answer any questions. The County Administrator stated that they would be providing recommendations on potential EMS operations to help move the County forward.

Thomas Hicks stated that Sussex County sits within the ODEMSA Region. Mr. Hicks stated that when you look at the phones, it falls within this region. He noted that he was presenting a snapshot of where things stand today.

He stated that while there is a consistency of call response across the County, there's a significant amount of calls that falls up and down the 460 corridor. More calls were noted to go to the two jail facilities more than one time. He stated that this represented 2,500 ??? in 2022 which is a significant amount of calls for a rural area. Mr. Hicks stated that based on the data of the amount of calls, the County's normal coverage a day is two and one half ambulances operating 24 hours a day and at least one of those ambulance operating a portion of that 24 hours a day based on what your call volume for that time of the day

He stated that success is driven by people, process and solution.

He discussed the value of volunteers. He stated in 2021, the current rate for a volunteer is \$29.95 per hour. For a volunteer to be successful, you have invest in the volunteer program by training, education, and mentorship.

Option 1

- Stony Creek and Waverly rescue squads continue to operate as independent agencies staffing units based on operational volunteers.
- Based on the current volunteer workforce this will not meet the service demand of the county.
- Paid resources will need to be provided using local dollars.
- No standard of coverage.
- Lack of accountability with service delivery.
- Lack of financial accountability.
- Costly.

Option 2

- Stony Creek and Waverly rescue squads continue to operate as independent agencies staffing units based on operational volunteers.
- The county employs a contract to establish a 3rd party EMS service across the county as the primary service delivery for EMS. The contract will need to define the standard of service and coverage.
- The county will have to augment the funds collected by cost recovery by the 3rd party agency with local dollars.
- Costly .

Option 3

- Stony Creek and Waverly rescue squads continue to operate as independent agencies staffing units based on operational volunteers.
- Sussex County creates an Emergency Services Department by County Code.
- The County files for an EMS License and seeks out an Operational Medical Director.
- Staffing and equipment is secured to support community demand.
- 90-120 day effort.
- Provides a foundation for the future needs of the county and response.
- Creates full accountability.
- Leverage revenue from cost recovery to create some net savings.

The governing body of any county, city, or town may establish an emergency medical services agency as a department of government and may designate it by any name consistent with the names of its other governmental units.

An emergency medical services agency established pursuant to this section may be dissolved when the local governing body of the county, city, or town in which the emergency medical services agency is located determines that the emergency medical services agency has failed, for three months successively, to have or keep in good and serviceable condition emergency medical services vehicles and equipment and other proper implements, or when the governing body of the county, city, or town for any reason deems it advisable.

Upon dissolution of an emergency medical services agency established pursuant to this section, any property that was in the possession of such emergency medical services agency and that was purchased using public funds shall be offered to a city or county served by the emergency medical services agency to be used for the public good.

Mr. Hicks provided a presentation of the EMS System to be forwarded to them.

ON MOTION OF SUPERVISOR FLY, seconded by SUPERVISOR SEWARD and carried: RESOLVED that the Sussex County Board of Supervisors hereby authorizes the County Administrator to move forward with getting licenses.

Voting aye: Supervisors Fly, D. Jones, W. Jones, Seward, Tyler

Voting nay: Supervisor Futrell

6.04 Donation of Waverly Fire Department Engine 120

Supervisor Fly stated that Andy Mayes suggested donating the Waverly Fire Department Engine 120 to Dickinson County.

ON MOTION OF SUPERVISOR FLY, seconded by SUPERVISOR SEWARD and carried: RESOLVED that the Sussex County Board of Supervisors hereby authorizes the donation of the Waverly Fire Department Engine 120 to Dickinson County. All Board members present voted aye.

7. Citizens' Comments

Citizens' Comments were held under Item 3. Recognitions, as Item 3.03.

It was announced that it was agreed upon that 13 minutes would be allowed for the Solar Group due to the size of the group. Other speakers will have two (2) minutes.

- Molly Dawless (Courthouse District) - Representative for No Sussex Solar Group; group against Opposition of the anticipated Solar facility in Blackwater District; family farm deeded for 276 years by King George (current owner); discussed anticipated footprint/site size; made clear that bad fit for location; facility borders; discussed impacts to surrounding land; rental pools/ponds; trees; turned down offer to sell property
- Gretchen Lanier (Courthouse) - No negative feeling; Understand General Assembly effects to Zoning Ordinance; opposition to solar facility; thanked the Board for what they do for County.
- Bob Richardson (Waverly District) - Sussex Service Authority meeting & accounting; new leadership at Sussex Service Authority; high rates.
- Buddy Faison (Southampton) - Opposition of solar facility.
- Marcie Drewry (Courthouse District) - 4-H Center; Horse Program; County commitment; cover arena for Equestrian Center.
- Woody Griffin (Courthouse District) - Solar panels; something that attracts businesses & companies.

Vice Chairman Seward shared that the Board did not create the demand for solar. It is driven by the General Assembly. It was noted that Republicans and Democrats put in language in the budget that it is a by-right land use. There is no more local zoning authority.

8. Unfinished Business

There was no Unfinished Business.

9. New Business

The Presentation of Solar Facilities by No Solar Group was removed from the agenda during agenda amendments.

Consent Agenda Item 2.10 Public Safety Coordinator Position Reclassification and VRS Change was moved from under Item 2. Consent Agenda during agenda amendments to Item 9. New Business, as the new Item 9.01.

9.01 Public Safety Coordinator Position Reclassification and VRS Change

This item was tabled until October.

10. Board Member Comments

10.01 Blackwater District – none

10.02 Courthouse District – none

10.03 Henry District – Community meeting; County Administrator update on DSS Director; thanked County Administrator and staff for cleaning site on 301 Highway.

10.04 Stony Creek District – none

10.05 Wakefield District – Second meeting as Chairman; professionalism at meetings.

10.06 Waverly District – Thanked County Administrator, David Conmy and staff on new building in Waverly.

11. Closed Session

11.01 Convene to Closed Session

ON MOTION OF SUPERVISOR SEWARD, seconded by SUPERVISOR TYLER and carried: RESOLVED that the Sussex County Board of Supervisors hereby enters Closed Session for discussion of (1) the acquisition or disposition of real property for public purposes, pursuant to applicable Code Section 2.2-2711(A)3; (2) personnel matters discussion, pursuant to Code Section 2.2-3711(A)1, as it relates to County Administrator’s contract; and (3) Consultation with legal counsel, or briefing by staff or consultants about actual litigation, pursuant to applicable Code Section 2.2-3711(A)7, RM7 Properties, LLC

Voting aye: Supervisors Futrell, D. Jones, W. Jones, Seward, Tyler

Voting nay: none

Absent during vote: Supervisor Fly

11.02/3 Reconvene to Open Session/Certification

ON MOTION OF SUPERVISOR SEWARD, seconded by SUPERVISOR TYLER and carried: RESOLVED that Sussex County Board of Supervisors hereby returns to Open Session; and

WHEREAS, the Board of Supervisors of Sussex County, Virginia convened a Closed Meeting on this date pursuant to an affirmative recorded vote in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia, as amended, requires a certification by the Board that such Closed Meeting was conducted in conformity with Virginia law.

NOW THEREFORE BE IT RESOLVED that the Sussex County Board of Supervisors hereby certifies that, to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the Closed Meeting were heard, discussed or considered by the Sussex County Board of Supervisors.

Voting aye: Supervisors Fly, Futrell, D. Jones, W. Jones, Seward, Tyler

Voting nay: none

11.04 Board Action on Closed Session Item

ON MOTION OF SUPERVISOR TYLER, seconded by SUPERVISOR SEWARD and carried: RESOLVED that the Sussex County Board of Supervisors hereby extends the County Administrator's contract to 12 month paid severance or lump sum.

Voting aye: Supervisor Fly, D. Jones, W. Jones, Seward, Tyler

Voting nay: Supervisor Futrell

12. Adjournment

12.01 Adjournment

ON MOTION OF SUPERVISOR D. JONES, seconded by SUPERVISOR TYLER and carried: RESOLVED that the February 23, 2023 rescheduled regular meeting of the Sussex County Board of Supervisors hereby adjourned at 10:10 p.m. All Board members present voted aye.

12.02 Next Meeting

The next regular Board of Supervisors meeting is scheduled to be held, Thursday, April 20, 2023 at 6 p.m.

March 16, 2023

WARRANTS & VOUCHERS SUMMARY

TOTAL ALL WARRANTS FOR APPROVAL \$685,290.79

TOTAL ALL VOID CHECKS FOR APPROVAL \$0.00

ACCOUNTS PAYABLE WARRANTS: CHECK NO. AMOUNTS PROCESS DATE

FOR MONTH OF February 2023	224285-224341	\$ 172,793.01	RUN DATE 2/2/2023
	224342	\$ 2,166.32	RUN DATE 2/7/2023
	224343-224389	\$ 128,430.88	RUN DATE 2/8/2023
	224401-224440	\$ 42,928.56	RUN DATE 2/16/2023
	224441	\$ 2,588.95	RUN DATE 2/16/2023
	224453-224493	\$ 219,326.64	RUN DATE 2/23/2023

Total Regular Warrants \$568,234.36

PAY. DEDUCTION WARRANTS:	224390-224400	\$ 51,140.09	RUN DATE 2/16/2023
	224442-224452	\$ 49,835.70	RUN DATE 2/28/2023

Total Deduction Warrants: \$100,975.79

TOTAL VOUCHERS & WARRANTS FOR APPROVAL \$685,290.79

ACH PAYMENTS

Flores & Associates	\$ 16,080.64	RUN DATE 2/3/2023
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ACCOUNTS PAYABLE CHECKS



P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV DESCRIPTION
0000000	002055	COMMONWEALTH CALIBRATIONS	2023-62	1/23/2023		4100-051100-1265-512-510	75.00	224296		Vehicle Maintenance & Repairs	01860 SUSSEX SHERIFF
0000000	002055		2023-66	1/17/2023		4100-051100-1265-512-510	75.00	224296		Vehicle Maintenance & Repairs	01860 SUSSEX SHERIFF
							.00			TOTAL	150.00
0000000	001961	COMMUNITY COALITION OF SU FY23 2ND HALF		1/31/2023		4100-081300-2110-825-810	2,500.00	224297		The Faith Based Coalition	01860 FY23 ALLOCATION
							.00			TOTAL	2,500.00
0000000	000983	DELL MARKETING L.P.	10647067407	1/24/2023		4100-021100-1251-211-210	771.06	224298		Computer & Printer Purchase	01860 # 1453579
							.00			TOTAL	771.06
0000000	002018	DILLARD ELECTRICAL	DE 012423 01	1/24/2023		4100-021200-1273-221-210	210.00	224299		Building Systems Main & Repair	01860 SUSSEX COUNTY
0000000	002018		DE 012423 02	1/24/2023		4100-021600-1299-262-210-601	1,500.00	224299		Convenience Centers Upgrades	01860 SUSSEX COUNTY
							.00			TOTAL	1,710.00
0000000	001892	DIRECTV,LLC	34959122X230110	1/10/2023		4100-021500-1234-253-210	240.68	224300		Telecommunications	01860 # 34959122
							.00			TOTAL	240.68
0000000	000902	DOC FARMER'S MARKET	WKT97755	1/30/2023		4100-051500-1246-551-510	221.35	224301		Food Supplies	01860 SUSSEX COUNTY JAIL
							.00			TOTAL	221.35
0000000	000084	DOMINION VIRGINIA POWER	0963166285 0123	1/04/2023		4100-021600-1276-263-210	267.10	224302		Electric	01860 # 0963166285
0000000	000084		4723819456 0123	1/04/2023		4100-021600-1276-263-210	70.39	224302		Electric	01860 # 4723819456
0000000	000084		6138125478 0123	1/04/2023		4100-021600-1276-264-210	98.49	224302		Electric	01860 # 6138125478
0000000	000084		7248699964 0123	1/04/2023		4100-021600-1276-263-210	574.47	224302		Electric	01860 # 7248699964
0000000	000084		9293060001 0123	1/04/2023		4100-021600-1276-264-210	190.43	224302		Electric	01860 # 9293060001
							.00			TOTAL	1,200.88
0000000	001756	EAST COAST EMERGENCY VEH	32726	1/30/2023		4100-021500-1265-251-210	369.00	224303		Vehicle Maintenance & Repairs	01860 SUSSEX PUBLIC SAFE
							.00			TOTAL	369.00
0000000	001937	EMPORIA MEDICAL ASSOCIATE	1820	2/01/2023		4100-021100-1227-211-210	125.00	224304		Medical Services	01860 SUSSEX COUNTY
							.00			TOTAL	125.00
0000000	002108	ERAD GROUP, INC.	211101	12/07/2022		4100-051100-1229-512-510	3,000.00	224305		Other Professional Services	01860 SUSSEX SHERIFF
							.00			TOTAL	3,000.00
0000000	001692	FERRELLGAS	1121956110	1/19/2023		4100-021200-1279-221-210	1,057.32	224306		Propane Gas	01860 # 112364120
							.00			TOTAL	1,057.32
0000000	000256	GEORGE COX & SONS	8769	1/08/2023		4100-021600-1299-262-210-601	581.00	224307		Convenience Centers Upgrades	01860 SUSSEX COUNTY
							.00			TOTAL	581.00
0000000	001563	HARRIS CORPORATION-PSPC	93402976	1/20/2023		4100-021500-1254-253-210	2,316.25	224308		Equipment Maintenance	01860 # 37161
							.00			TOTAL	2,316.25
0000000	001703	HEFTY WILEY & GORE P.C.	12218	1/25/2023		4100-022100-1223-281-220	8,500.00	224309		Legal Services	01860 SUSSEX COUNTY
							.00			TOTAL	8,500.00
0000000	001747	HERC RENTALS INC.	32571672-016	1/30/2023		4100-021600-1252-264-210	1,016.83	224310		Equipment Lease/Rental	01860 # 3041262
0000000	001747		33423577-002	1/30/2023		4100-021600-1252-264-210	1,166.83	224310		Equipment Lease/Rental	01860 # 3041262
							.00			TOTAL	2,183.66

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
0000000	002111	JENKINS PLUMBING-ELECTRIC 6	6	1/29/2023		4100-021600-1272-261-210	5,423.00	224311		Building Maintenance & Repair	01860 SUSSEX COUNTY
										TOTAL	5,423.00
0000000	001789	JESSICA ANN MOORE FOUNDAT	FY23 2ND HALF	1/31/2023		4100-081600-2110-848-810	6,250.00	224312		Jessica Ann Moore Foundation	01860 FY23 ALLOCATION
										TOTAL	6,250.00
0000000	002109	MARY K. EARHART, PLLC	203487	1/21/2023		4100-021100-1228-211-210	5,061.63	224313		Contractual Services	01860 SUSSEX COUNTY
										TOTAL	5,061.63
0000000	001983	MID-ATLANTIC PEST AND LAW MAPL	011723	1/17/2023		4100-021600-1274-261-210	75.00	224314		Grounds Maintenance & Repairs	01860 SUSSEX ANML CONTR
										TOTAL	75.00
0000000	001882	MOBILE COMMUNICATIONS A&E	408001060-1	1/25/2023		4100-021500-1254-252-210	45.00	224315		Equipment Maintenance	01860 # 110921
										TOTAL	45.00
0000000	002107	NEW KENT COATINGS, INC.	F22016-01	11/18/2022		4100-021600-1299-261-210-601	54,140.00	224316		Energix Renewables Doanition	01860 SUSSEX ANML CNTRL
										TOTAL	54,140.00
0000000	000956	OMEN FORD, INC	20307 01	10/31/2022		4100-051100-1265-519-510	41.22	224317		Vehicle Maintenance Repairs	01860 SUSSEX SHERIFF
										TOTAL	41.22
0000000	000056	PRINCE GEORGE ELECTRIC	2006028100 0123	1/05/2023		4100-021600-1276-263-210	594.45	224319		Electric	01860 # 2006028100
										TOTAL	594.45
0000000	001226	R. M. WILKINSON OIL CO, INC	23416	1/12/2023		4100-051500-1272-551-510	1,351.49	224320		Building Maintenance & Repair	01860 SUSSEX COUNTY JAIL
										TOTAL	1,351.49
0000000	002110	RANDOLPH BOYD, CHERRT & VA	122122	12/21/2022		4100-021100-1229-211-210	7,246.30	224321		Other Professional Services	01860 SUSSEX COUNTY
										TOTAL	7,246.30
0000000	001758	RIDEOUT EQUIPMENT CO, INC	507	12/14/2022		4100-021600-1275-211-210	1,220.36	224322		Building Maintenance & Repair	01860 SUSSEX ANML CONTR
										TOTAL	1,220.36
0000000	002025	ROBERT JAMES CAMPBELL, JR.	#SUSSEX 23-03	1/27/2023		4100-021500-1229-253-210	340.00	224323		Other Professional Services	01860 SUSSEX PUBLIC SAFE
										TOTAL	340.00
0000000	000176	ROBINSON FARMER & COX	012423	1/24/2023		4100-021100-1225-211-210	3,400.00	224324		Management Consulting Service	01860 SUSSEX COUNTY
										TOTAL	3,400.00
0000000	001488	RRS FOODSERVICE	2268454	1/25/2023		4100-051500-1246-551-510	2,297.71	224325	N	Food Supplies	01860 # 118626
										TOTAL	2,297.71
0000000	001975	STAPLES, INC.	7364823455-0-1	9/08/2022		4100-041100-1241-411-410	242.32	224326		Office Supplies	01860 # 676275
										TOTAL	242.32
0000000	001975	STAPLES, INC.	7600806456-0-1	10/08/2022		4100-041100-1241-411-410	109.35	224326		Office Supplies	01860 # 676275
										TOTAL	109.35
										TOTAL	351.67

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
0000000	001817	SUFFOLK TITLE, LTD	062222 01	6/22/2022		4100-021100-1229-211-210	293.00	224327		Other Professional Services	01860 SUSSEX COUNTY
0000000	001817		062222 02	6/22/2022		4100-021100-1229-211-210	286.00	224327		Other Professional Services	01860 SUSSEX COUNTY
		DISC. TOTAL					.00			TOTAL	579.00
0000000	000942	SUSSEX MINI MART	020123	2/01/2023		4100-021600-1278-264-210	99.50	224328		Diesel Fuel	01860 SUSSEX COUNTY
0000000	000942		020123	2/01/2023		4100-021600-1278-221-210	220.21	224328		Oil	01860 SUSSEX COUNTY
		DISC. TOTAL					.00			TOTAL	319.71
0000000	000077	SUSSEX SERVICE AUTHORITY	1814040098	1222	12/31/2022	4100-021600-1277-263-210	56.00	224329		Water Services	01860 # 1814040098
		DISC. TOTAL					.00			TOTAL	56.00
0000000	001766	THE SUPPLY ROOM	4867149-0	1/30/2023		4100-051100-1241-512-510	13.20	224330		Office Supplies	01860 SHERIFF ACCT
		DISC. TOTAL					.00			TOTAL	13.20
0000000	000317	TOWN OF WAKEFIELD	1943 021523	2/15/2023		4100-021200-1277-221-210	15.08	224331		Water Services	01860 # 1943
		DISC. TOTAL					.00			TOTAL	15.08
0000000	000080	TRI CITY OFFICE PRODUCTS	0144248-001	1/27/2023		4100-041100-1241-411-410	72.76	224332		Office Supplies	01860 # STO-0
0000000	000080		0144260-001	1/26/2023		4100-031100-1241-311-310	174.99	224332		Office Supplies	01860 # SCR-0
		DISC. TOTAL					.00			TOTAL	247.75
0000000	000087	VAN CLEEF AUTO PARTS INC	16438	1/27/2023		4100-021600-1265-261-210	271.44	224333		Vehicle Maintenance & Repairs	01860 # 27430
0000000	000087		640233	11/14/2022		4100-021600-1242-261-210	123.96	224333		Agricultural Supplies	01860 # 27430
0000000	000087		641915	12/27/2022		4100-021600-1242-261-210	49.50	224333		Agricultural Supplies	01860 # 27430
0000000	000087		642556	1/11/2023		4100-021600-1242-261-210	66.00	224333		Agricultural Supplies	01860 # 27430
0000000	000087		642868	1/18/2023		4100-021600-1242-261-210	130.00	224333		Agricultural Supplies	01860 # 27430
0000000	000087		643212	1/25/2023		4100-021600-1242-261-210	169.47	224333		Agricultural Supplies	01860 # 27430
0000000	000087		643391	1/30/2023		4100-021600-1242-261-210	140.46	224333		Agricultural Supplies	01860 # 27430
		DISC. TOTAL					.00			TOTAL	950.83
0000000	000039	VERIZON WIRELESS	9925733430	1/19/2023		4100-051100-1234-512-510	279.50	224334		Telecommunications	01860 # 742314083-00002
0000000	000039		9925733430	1/19/2023		4100-051100-1234-516-510	279.52	224334		Telecommunications	01860 # 742314083-00002
		DISC. TOTAL					.00			TOTAL	559.02
0000000	000483	WAKEFIELD FOUNDATION INC	FY23 2ND HALF	1/31/2023		4100-081400-2110-825-810	6,250.00	224335		Wakefield Foundation	01860 FY23 ALLOCATION
		DISC. TOTAL					.00			TOTAL	6,250.00
0000000	000873	WASTE MANAGEMENT OF	3264553-2425-0	1/03/2023		4100-021600-1229-264-210	2,263.09	224336		Other Professional Services	01860 # 250963363000
		DISC. TOTAL					.00			TOTAL	2,263.09
0000000	000444	WAVERLY VOL FIRE DEPT.	FY23	1/30/2023		4100-021500-2110-251-210-506	10,000.00	224337		Waiverly Vol Fire Dept	01860 FY23 ALLOCATION
		DISC. TOTAL					.00			TOTAL	10,000.00
0000000	002093	MEX BANK	86583305	1/23/2023		4100-021600-1278-264-210	1,469.60	224338		Diesel Fuel	01860 # 0496-00-926622-2
0000000	002093		86583305	1/23/2023		4100-021200-1299-221-210	244.11	224338		Miscellaneous Oth./First Aid	01860 # 0496-00-926622-2
0000000	002093		86583305	1/23/2023		4100-021200-1278-221-210	170.84	224338		Oil	01860 # 0496-00-926622-2
0000000	002093		86583305	1/23/2023		4100-021600-1278-261-210	514.84	224338		Oil	01860 # 0496-00-926622-2
		DISC. TOTAL					.00			TOTAL	2,399.39
0000000	001966	WOOTEN COMPANY, THE	78055	1/25/2023		4100-021200-1226-221-210-601	18,837.50	224339		ARPA-Prelim. Arch. Feasib.	S01860 PRJ# 3399-E
0000000	001966		78056	1/25/2023		4100-021100-1228-211-210	75.50	224339		Contractual Services	01860 PRJ# 3399-F
		DISC. TOTAL					.00			TOTAL	18,913.00

AP100 2/02/2023 SUSSEX COUNTY A/P CHECK REGISTER TIME-10:31:17 AcPd - 2023/02

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
0000000	000738	BUTLER'S TOWING AND DISC. TOTAL	1001009	1/26/2023		4100-051100-1265-519-510	1,117.48	224340	.00	Vehicle Maintenance Repairs	01860 SUSSEX SHERIFF
											1,117.48
0000000	000039	VERIZON WIRELESS DISC. TOTAL	9925733029	1/19/2023		4100-021600-1234-263-210	3,018.27	224341	.00	Telecommunications	01860 # 742284843-0001
											3,018.27
											172,793.01
											172,793.01

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 172,793.01 - EQUALS THE WEEKLY LOG SHEET - ~~DISCOUNT~~ ADJUSTED.

2/2/2023
 DATE
 2/2/2023
 DATE
 2/2/2023
 DATE

DocuSigned by:
 Richard Douglas
 COUNTY ADMINISTRATOR
 DESTE J. COX, TREASURER

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
0000000	002005	BANK OF AMERICA, N.A.	12/01/2022	12/01/2022		4100-021600-1242-261-210	.00	224342		Agricultural Supplies	01864 SUTHERLAND SPORTIN
0000000	002005		12/01/2022	12/01/2022		4100-021600-1242-261-210	895.04	224342		Agricultural Supplies	01864 SUTHERLAND SPORTIN
0000000	002005		12/01/2022	12/01/2022		4100-021200-1299-221-210	53.20	224342		Miscellaneous Oth./First Aid	01864 LOMES #02918 - Cre
0000000	002005		12/01/2022	12/01/2022		4100-021200-1299-221-210	352.70	224342		Miscellaneous Oth./First Aid	01864 LOMES #02918 - Pur
0000000	002005		12/01/2022	12/01/2022		4100-021600-1278-261-210	95.91	224342		Oil	01864 US FOOD FUEL - Pur
0000000	002005		12/01/2022	12/01/2022		4100-021600-1278-261-210	88.20	224342		Oil	01864 SHELL OIL 57546555
0000000	002005		12/01/2022	12/01/2022		4100-021600-1278-261-210	91.00	224342		Oil	01864 SHELL OIL 57546555
0000000	002005		12/01/2022	12/01/2022		4100-021600-1278-264-210	373.00	224342		Diesel Fuel	01864 SHELL OIL 57546555
0000000	002005		12/01/2022	12/01/2022		4100-021600-1278-264-210	323.67	224342		Diesel Fuel	01864 SHELL OIL 57546555
							.00	EPY PMT TOTAL		TOTAL	2.166.32
							.00	CPA PMT TOTAL		TOTAL	2.166.32
							.00	CPA PMT TOTAL		TOTAL	2.166.32

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 2,166.32 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

2-7-23
DATE

Kelly St. Moore
DIRECTOR OF FINANCE

Rachel Jofa
COUNTY ADMINISTRATION

Kellie Bellis
DESTE J. COX, TREASURER

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	ACH PMT	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
0000000	001853	ADVANTUS STRATEGIES .LLC	010923	1/09/2023		4100-011100-1201-111-110	5,000.00	224343			Organization Membership	01862 SUSSEX COUNTY
												5,000.00
0000000	001917	AMAZON CAPITAL SERVICES	ITPW-VFQ3-9FHV	1/30/2023		4100-021600-1247-261-210	308.30	224344			Janitorial Supplies	01862 # A1U083SE5CTAJC
0000000	001917		ITPW-VFQ3-9FHV	1/30/2023		4100-021600-1242-261-210	88.87	224344			Agricultural Supplies	01862 # A1U083SE5CTAJC
0000000	001917		IXDR-Y161-7M07	2/02/2023		4100-021600-1254-261-210	38.88	224344			Equipment Maintenance	01862 # A1U083SE5CTAJC
0000000	001917		1XXY-D76L-9M64	1/30/2023		4100-041100-1241-411-410	43.22	224344			Office Supplies	01862 # A1U083SE5CTAJC
0000000	001917		1673-HY4R-7RC9	1/30/2023		4100-041100-1241-411-410	61.36	224344			Office Supplies	01862 # A1U083SE5CTAJC
												540.63
0000000	001676	BERKLEY GROUP	MO#5 INV#24	2/02/2023		4100-021400-1225-241-210	500.00	224345			Management Consulting Service	01862 ENVIRONMENTAL SUPP
0000000	001676		MO#9A INV#14	2/02/2023		4100-021400-1225-241-210	3,333.33	224345			Management Consulting Service	01862 PLANNER POSITION
0000000	001676		MO#9B INV#14	2/02/2023		4100-021400-1225-241-210	4,680.00	224345			Management Consulting Service	01862 PLANNING DIRECTOR
												8,513.33
0000000	999999	BIVENS,DEVIN	DB 0123	2/01/2023		4100-051500-1215-551-510	59.40	224346			Inmate Pay	01862 INMATE PAY
												59.40
0000000	000183	BRITT'S SERVICE CENTER	648174	1/30/2023		4100-051500-1265-551-510	34.95	224347			Vehicle Maintenance & Repairs	01862 SUSSEX SHERIFF
0000000	000183		648175	1/30/2023		4100-051100-1265-512-510	20.00	224347			Vehicle Maintenance & Repairs	01862 SUSSEX SHERIFF
0000000	000183		648181	2/01/2023		4100-051100-1265-512-510	19.95	224347			Vehicle Maintenance & Repairs	01862 SUSSEX SHERIFF
0000000	000183		648194	2/06/2023		4100-051100-1265-512-510	863.77	224347			Vehicle Maintenance & Repairs	01862 SUSSEX SHERIFF
												938.67
0000000	000738	BUTLER'S TOWING AND	1001032	2/01/2023		4100-051100-1265-512-510	85.00	224348			Vehicle Maintenance & Repairs	01862 SUSSEX SHERIFF
0000000	000738		1001033	2/01/2023		4100-051100-1265-512-510	32.50	224348			Vehicle Maintenance & Repairs	01862 SUSSEX SHERIFF
												117.50
0000000	001251	CABIN POINT VETERINARY	75225	1/06/2023		4100-021600-1227-261-210	1,174.90	224349			Medical Services	01862 # 1707
0000000	001251		75253	1/10/2023		4100-021600-1227-261-210	421.00	224349			Medical Services	01862 # 1707
0000000	001251		75309	1/17/2023		4100-021600-1227-261-210	321.00	224349			Medical Services	01862 # 1707
0000000	001251		75348	1/17/2023		4100-021600-1227-261-210	225.50	224349			Medical Services	01862 # 1707
0000000	001251		75361	1/17/2023		4100-021600-1227-261-210	1,171.50	224349			Medical Services	01862 # 1707
0000000	001251		75516	1/30/2023		4100-021600-1227-261-210	177.50	224349			Medical Services	01862 # 1707
0000000	001251		75536	1/31/2023		4100-021600-1227-261-210	50.00	224349			Medical Services	01862 # 1707
												3,541.40
0000000	001485	CENTRAL AGRIBUSINESS	JR31882	2/02/2023		4100-051500-1246-551-510	61.60	224350			Food Supplies	01862 SUSSEX SHERIFF
												61.60
0000000	001630	CHENEY BROTHERS	12-924105565	2/03/2023		4100-051500-1246-551-510	3,649.22	224351			Food Supplies	01862 # 60030700
												3,649.22
0000000	001449	CONVERGENT TECHNOLOGIES	25386	2/03/2023		4100-051100-1224-516-510	359.00	224352			Information System Services	01862 SUSSEX SHERIFF
												359.00
0000000	002075	CORBETT TECHNOLOGY SOLUTI	PS1-17885	2/03/2023		4100-051100-1224-512-510	3,644.68	224353			Information System Services	01862 # SUSSCOUN001
												3,644.68
0000000	001074	COX, DESTE	DC 020723 01	2/07/2023		4100-041100-1205-411-410	106.50	224354			Meals	01862 REIMBURSEMENT
0000000	001074		DC 020723 02	2/07/2023		4100-041100-1264-411-410	50.73	224354			Gasoline/Mileage-Non Training	01862 REIMBURSEMENT
												157.23

DISC. TOTAL	CHECK TOTAL	ACH PMT TOTAL	CPA PMT TOTAL	EPY PMT TOTAL
	5,000.00			5,000.00
	308.30			308.30
	88.87			88.87
	38.88			38.88
	43.22			43.22
	61.36			61.36
	500.00			500.00
	3,333.33			3,333.33
	4,680.00			4,680.00
	59.40			59.40
	34.95			34.95
	20.00			20.00
	19.95			19.95
	863.77			863.77
	85.00			85.00
	32.50			32.50
	1,174.90			1,174.90
	421.00			421.00
	321.00			321.00
	225.50			225.50
	1,171.50			1,171.50
	177.50			177.50
	50.00			50.00
	61.60			61.60
	3,649.22			3,649.22
	359.00			359.00
	3,644.68			3,644.68
	106.50			106.50
	50.73			50.73

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	ACH ACH PMT	G/L ACCOUNT DESC.	BATCH INV DESCRIPTION
0000000	000411	CRATER CRIMINAL JUSTICE	2668	2/01/2023		4100-051500-1244-551-510	303.66	224355			Uniform Services	01862 SUSSEX SHERIFF
0000000	000411		2679	2/01/2023		4100-051100-1244-512-510	725.97	224355			Uniform Services	01862 SUSSEX SHERIFF
		DISC. TOTAL					.00	EPY PMT TOTAL				1,029.63
0000000	000024	CRATER YOUTH CARE	23047-01	1/26/2023		4100-081800-2110-863-810	7,402.08	224356			Crater Youth Care Commission	01862 JAN 2023 USAGE FEE
0000000	000024		23047-02	1/26/2023		4100-081800-2110-863-810	16,532.25	224356			Crater Youth Care Commission	01862 3RD QUARTER FY23
		DISC. TOTAL					.00	EPY PMT TOTAL				23,934.33
0000000	000871	CRYSTAL SPRINGS	10726073	1/21/2023		4100-021200-1277-221-210	15.00	224357			Water Services	01862 # 508239010726073
0000000	000871		1352055	2/02/2023		4100-061100-1277-612-610	25.98	224357			Water Services	01862 # 11421181352055
		DISC. TOTAL					.00	EPY PMT TOTAL				40.98
0000000	000902	DOC FARMER'S MARKET	MKT97913	2/06/2023		4100-051500-1246-551-510	340.55	224358			Food Supplies	01862 SUSSEX COUNTY JAIL
		DISC. TOTAL					.00	EPY PMT TOTAL				340.55
0000000	001651	DOCUMENT SYSTEMS	126225	10/24/2022		4100-023100-1252-291-230	58.96	224359			Equipment Lease/Rental	01862 # SC12
0000000	001651		126512	11/02/2022		4100-041100-1255-411-410	39.94	224359			Maintenance Service Contract	01862 # SC05-001
0000000	001651		128486	2/01/2023		4100-041100-1255-411-410	25.38	224359			Maintenance Service Contract	01862 # SC05-001
0000000	001651		128489	2/01/2023		4100-061100-1252-612-610	41.01	224359			Equipment Lease/Rental	01862 # SC08
		DISC. TOTAL					.00	EPY PMT TOTAL				165.29
0000000	000084	DOMINION VIRGINIA POWER	0482572328	1/27/2023		4100-021600-1276-263-210	3,266.49	224360			Electric	01862 # 0482572328
0000000	000084		0561293952	1/30/2023		4100-021600-1276-263-210	6.69	224360			Electric	01862 # 0561293952
0000000	000084		1088433121	1/31/2023		4100-021600-1276-263-210	142.48	224360			Electric	01862 # 1088433121
0000000	000084		2406362505	1/31/2023		4100-051500-1276-551-510	2,160.96	224360			Electric	01862 # 2406362505
0000000	000084		3500335009	1/31/2023		4100-021600-1276-263-210	1,999.19	224360			Electric	01862 # 3500335009
0000000	000084		3776508966	2/01/2023		4100-021600-1276-263-210	6.59	224360			Electric	01862 # 3776508966
0000000	000084		5080737736	1/27/2023		4100-021600-1276-263-210	70.37	224360			Electric	01862 # 5080737736
0000000	000084		5690307508	1/30/2023		4100-021500-1279-251-210	316.32	224360			Propane Gas & Electric	01862 # 5690307508
0000000	000084		6305358712	1/30/2023		4100-021600-1276-264-210	117.07	224360			Electric	01862 # 6305358712
0000000	000084		6860160149	1/31/2023		4100-021600-1276-263-210	966.84	224360			Electric	01862 # 6860160149
		DISC. TOTAL					.00	EPY PMT TOTAL				9,053.00
0000000	000084	DOMINION VIRGINIA POWER	7190905005	1/31/2023		4100-021600-1276-263-210	181.75	224361			Electric	01862 # 7190905005
0000000	000084		7378703693	1/31/2023		4100-021600-1276-264-210	155.03	224361			Electric	01862 # 7378703693
0000000	000084		7860242267	1/31/2023		4100-021600-1276-263-210	404.43	224361			Electric	01862 # 7860242267
0000000	000084		8855852839	1/30/2023		4100-021600-1276-263-210	382.33	224361			Electric	01862 # 8855852839
0000000	000084		9073933633	1/30/2023		4100-051500-1276-551-510	30.60	224361			Electric	01862 # 9073933633
0000000	000084		9447701492	1/25/2023		4100-021600-1276-553-210	20.61	224361			Electric	01862 # 9447701492
0000000	000084		9560347503	1/31/2023		4100-021600-1276-263-210	2,062.22	224361			Electric	01862 # 9560347503
0000000	000084		9630317502	1/31/2023		4100-021600-1276-263-210	1,058.17	224361			Electric	01862 # 9630317502
0000000	000084		9650330005	1/31/2023		4100-021600-1276-263-210	1,094.82	224361			Electric	01862 # 9650330005
0000000	000084		9660330003	1/30/2023		4100-021600-1276-263-210	174.34	224361			Electric	01862 # 9660330003
		DISC. TOTAL					.00	EPY PMT TOTAL				5,564.30
0000000	000084	DOMINION VIRGINIA POWER	9670342501	1/31/2023		4100-021600-1276-263-210	89.82	224362			Electric	01862 # 9670342501
		DISC. TOTAL					.00	EPY PMT TOTAL				89.82
0000000	000152	GALLS, LLC	23118720	1/03/2023		4100-051100-1244-512-510	86.40	224363			Uniform Services	01862 # 5417395
0000000	000152		23118720	1/03/2023		4100-051500-1244-551-510	86.40	224363			Uniform Services	01862 # 5417395
		DISC. TOTAL					.00	EPY PMT TOTAL				172.80

AP100 2/16/2023 SUSSEX COUNTY A/P CHECK REGISTER TIME: 13:57:52 ActPd - 2023/02

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
0000000	001917	AMAZON CAPITAL SERVICES	1H79-DVM-163C	2/07/2023		4100-023100-1241-291-230	70.71	224401		Office Supplies	01865 # AIU083SE5CTAJC
0000000	001917		10F4-MKRO-IR3F	2/08/2023		4100-023100-1241-291-230	190.31	224401		Office Supplies	01865 # AIU083SE5CTAJC
0000000	001917		1773-GHHT-GM7D	2/10/2023		4100-021100-1241-211-210	55.49	224401		Office Supplies	01865 # AIU083SE5CTAJC
0000000	001917		1793-M3CO-IMGF	2/13/2023		4100-063100-1241-631-630	221.90	224401		Office Supplies	01865 # AIU083SE5CTAJC
0000000	001917		1639-JRNT-LLFK	8/13/2022		4100-063100-1241-632-630	73.98	224401		Office Supplies	01865 # AIU083SE5CTAJC
							.00			TOTAL	612.39
0000000	001047	AMERICAN RED CROSS	FY23 2ND HALF	2/13/2023		4100-081300-2110-816-810	1,000.00	224402		Red Cross	01865 FY23 ALLOCATION
							.00			TOTAL	1,000.00
0000000	001769	ATLANTIC EMERGENCY SOLUTI	29544EQU	1/19/2023		4100-021500-1259-251-210	4,600.00	224403		Other Equipment Purchases	01865 # 17366
							.00			TOTAL	4,600.00
0000000	001639	BMS DIRECT INC.	200815	2/14/2023		4100-031100-1231-311-310	3,900.00	224404		Postage	01865 # MM421
							.00			TOTAL	3,900.00
0000000	000738	BUTLER'S TOWING AND	I001084	2/13/2023		4100-051500-1265-551-510	28.34	224405		Vehicle Maintenance & Repairs	01865 SUSSEX SHERIFF
							.00			TOTAL	28.34
0000000	001620	C.W. WARTHEN INC.	55539	1/26/2023		4100-062100-1241-621-620	168.15	224406		Office Supplies	01865 SUSSEX CIRCUIT COU
							.00			TOTAL	168.15
0000000	001485	CENTRAL AGRIBUSINESS	JR31959	2/08/2023		4100-051500-1246-551-510	61.60	224407		Food Supplies	01865 SUSSEX SHERIFF
							.00			TOTAL	61.60
0000000	000983	DELL MARKETING L.P.	10651296156	2/10/2023		4100-023100-1251-291-230	1,270.46	224408		Computer & Printer Purchase	01865 # 1453579
							.00			TOTAL	1,270.46
0000000	000193	DEPART OF MOTOR VEHICLES	202303100666	2/09/2023		4100-041100-1299-411-410	400.00	224409		Misc.Oth-DMW Stops	01865 # 546001642019
							.00			TOTAL	400.00
0000000	000902	DOC FARMER'S MARKET	MKT98071	2/13/2023		4100-051500-1246-551-510	255.85	224410		Food Supplies	01865 SUSSEX COUNTY JAIL
							.00			TOTAL	255.85
0000000	001651	DOCUMENT SYSTEMS	128025	1/09/2023		4100-062100-1252-621-620	46.15	224411		Equipment Lease/Rental	01865 # SC07
							.00			TOTAL	46.15
0000000	001651		128621	2/07/2023		4100-021100-1252-211-210	99.00	224411		Equipment Lease/Rental	01865 # SC05-004
							.00			TOTAL	99.00
0000000	000084	DOMINION VIRGINIA POWER	0963166285 0223	2/02/2023		4100-021600-1276-263-210	206.94	224412		Electric	01865 # 0963166285
							6.69	224412		Electric	01865 # 2921584914
							55.14	224412		Electric	01865 # 4204030300
							232.17	224412		Electric	01865 # 4714897313
							49.60	224412		Electric	01865 # 4723819456
							65.72	224412		Electric	01865 # 6138125478
							515.53	224412		Electric	01865 # 7248699964
							159.66	224412		Electric	01865 # 9293060001
							.00			TOTAL	1,291.45
0000000	000049	JARRATT HARDWARE	2301-144111	1/06/2023		4100-051500-1272-551-510	26.56	224413		Building Maintenance & Repair	01865 # 159
							11.79	224413		Law Enforcement Supplies	01865 # 159
							22.18	224413		Janitorial Supplies	01865 # 159

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV DESCRIPTION
0000000	000049		2301-145387	1/21/2023		4100-051500-1272-551-510	7.89	224413		Building Maintenance & Repair	01865 # 159
0000000	000049		2301-145828	1/27/2023		4100-051500-1247-551-510	28.99	224413		Janitorial Supplies	01865 # 159
0000000	000049		2301-145930	1/28/2023		4100-051500-1272-551-510	69.00	224413		Building Maintenance & Repair	01865 # 159
							.00	EPY PMT TOTAL			166.41
0000000	000129	LOGAN SYSTEMS, INC	57354	1/15/2023		4100-062100-1236-621-620	671.15	224414		Microfilming & Scanning Serv	01865 SUSSEX CIRCUIT COU
							.00	ACH PMT TOTAL			671.15
0000000	001634	MASON, JAMES E.	JM 021323	2/13/2023		4100-081300-2110-822-810	84.15	224415		VA Cooperative Extension	01865 REIMBURSEMENT
							.00	ACH PMT TOTAL			84.15
0000000	001835	NICHOLSON, TITIANA	TN 020923	2/09/2023		4100-021100-1231-211-210	5.41	224416		Postage	01865 REIMBURSEMENT
							.00	ACH PMT TOTAL			5.41
0000000	002057	PARHAM, RAVEN	RP 020923	2/09/2023		4100-041100-1205-411-410	106.50	224417		Meals	01865 REIMBURSEMENT
							.00	ACH PMT TOTAL			106.50
0000000	000061	PRINCE GEORGE ELECTRIC	2006028100 0223	2/03/2023		4100-021600-1276-263-210	398.71	224418		Electric	01865 # 2006028100
0000000	000061		2006028100 1022	10/05/2022		4100-021600-1276-263-210	464.55	224418		Electric	01865 # 2006028100
							.00	EPY PMT TOTAL			1.327.81
0000000	000829	PURCHASE POWER	11448168 0223	2/05/2023		4100-021100-1231-211-210	2.406	224419		Postage	01865 # 8000900011448168
0000000	000829		11448168 0223	2/05/2023		4100-021400-1231-242-210	18.35	224419		Postage	01865 # 8000900011448168
0000000	000829		11448168 0223	2/05/2023		4100-061100-1231-611-610	580.05	224419		Postage	01865 # 8000900011448168
0000000	000829		11448168 0223	2/05/2023		4100-031100-1231-311-310	96.90	224419		Postage	01865 # 8000900011448168
0000000	000829		11448168 0223	2/05/2023		4100-021400-1231-241-210	303.37	224419		Postage	01865 # 8000900011448168
0000000	000829		11448168 0223	2/05/2023		4100-021500-1231-253-210	7.68	224419		Postage	01865 # 8000900011448168
0000000	000829		11448168 0223	2/05/2023		4100-023100-1231-291-230	1.225	224419		Postage	01865 # 8000900011448168
							.00	EPY PMT TOTAL			4.652.40
0000000	001787	SIMPLE COM	20601-0TS	2/06/2023		4100-051100-1224-512-510	25.00	224420		Information System Services	01865 SUSSEX SHERIFF
							.00	ACH PMT TOTAL			50.00
0000000	001772	SOUTHSIDE ELECTRIC	561962001 0223	2/06/2023		4100-021600-1276-264-210	106.71	224421		Electric	01865 # 561962001
							.00	ACH PMT TOTAL			106.71
0000000	001975	STAPLES, INC.	7373052218-0-1	2/06/2023		4100-021100-1241-211-210	754.99	224422		Office Supplies	01865 # 660883
0000000	001975		7373052218-0-2	2/09/2023		4100-021100-1241-211-210	96.00	224422		Office Supplies	01865 # 660883
							.00	EPY PMT TOTAL			1.033.16
0000000	002022	STAR2STAR COMMUNICATIONS	L SUB801503255	2/05/2023		4100-021600-1234-263-210	196.04	224423		Telecommunications	01865 # 812800
							.00	ACH PMT TOTAL			196.04
0000000	000844	SUSSEX CTY YOUNG MEN'S	FY23 2ND HALF	2/13/2023		4100-081600-2110-841-810	1,250.00	224424		Sussex County Young Men Ath	01865 FY23 SECOND HALF
							.00	ACH PMT TOTAL			1,250.00
0000000	001948	THE UPS STORE #6039	2021015-011623	1/16/2023		4100-063100-1233-632-630	240.50	224425		Printing	01865 SUSSEX COUNTY
							.00	ACH PMT TOTAL			240.50

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0000000	000817	TREASURER OF VIRGINIA	360392	1/31/2023	ACH PMT TOTAL	4100-051100-1255-512-510			497.00	224426		Vehicle Maintenance & Repairs	01865 # 17056
									.00	EPY PMT TOTAL		497.00	
0000000	000060	TRI CITY OFFICE PRODUCTS	0144419-001	2/08/2023	ACH PMT TOTAL	4100-063100-1241-631-630			857.97	224427		Office Supplies	01865 # SXCAT-0
									.00	EPY PMT TOTAL		857.97	
0000000	001224	VA LEGAL AID SOCIETY	FY23 2ND HALF	2/13/2023	ACH PMT TOTAL	4100-081300-2110-820-810			638.00	224428		Virginia Legal Aid Society	01865 FY23 ALLOCATION
									.00	EPY PMT TOTAL		638.00	
0000000	000831	VACORP	104828	11/09/2022	ACH PMT TOTAL	4100-021100-1128-211-210			7,310.48	224429		Worker's Comp - Self Insured	01865 # VA-SU-107-22
									.00	EPY PMT TOTAL		7,310.48	
0000000	000087	VAN CLEEF AUTO PARTS INC	643758	2/07/2023	ACH PMT TOTAL	4100-021500-1255-251-210			40.11	224430		Vehicle Maintenance & Repairs	01865 # 27430
									.00	EPY PMT TOTAL		40.11	
0000000	000769	VERIZON	0756733346 0123	1/06/2023	ACH PMT TOTAL	4100-051500-1234-551-510			90.30	224431		Telecommunications	01865 # 351337100000174
									523.44	224431		Telecommunications	01865 # 351337100000174
									55.02	224431		Telecommunications	01865 # 351337100000174
									90.30	224431		Telecommunications	01865 # 351337100000174
									523.44	224431		Telecommunications	01865 # 351337100000174
									64.17	224431		Telecommunications	01865 # 351337100000174
									.00	EPY PMT TOTAL		1,346.67	
0000000	000757	VERIZON BUSINESS	7985846	2/10/2023	ACH PMT TOTAL	4100-021600-1234-263-210			377.77	224432		Telecommunications	01865 # Y2694822
									.00	EPY PMT TOTAL		377.77	
0000000	001353	VSC FIRE AND SECURITY, INC	035T25349253	11/30/2022	ACH PMT TOTAL	4100-021500-1254-253-210			3,089.73	224433		Equipment Maintenance	01865 # 0103350167
									.00	EPY PMT TOTAL		3,089.73	
0000000	999999	WAN	2914	9/29/2022	ACH PMT TOTAL	4100-063100-1203-632-630			275.00	224434		Workshops and Conferences	01865 WYATT, KELLI
									84.00	224434		Workshops and Conferences	01865 WYATT, KELLI
									.00	EPY PMT TOTAL		359.00	
0000000	000873	WASTE MANAGEMENT OF	3273592-2425-7	2/01/2023	ACH PMT TOTAL	4100-021600-1229-264-210			2,499.83	224435		Other Professional Services	01865 # 250963363000
									.00	EPY PMT TOTAL		2,499.83	
0000000	001644	XEROX FINANCIAL SERVICES	3738676	1/12/2023	ACH PMT TOTAL	4100-062100-1252-621-620			149.63	224436		Equipment Lease/Rental	01865 # 0200128117001
									.00	EPY PMT TOTAL		149.63	
0000000	000829	PURCHASE POWER	10888506 0123	1/13/2023	ACH PMT TOTAL	4100-063100-1231-632-630			33.55	224437		Postage	01865 # 8000909010888506
									.00	EPY PMT TOTAL		33.55	
0000000	000769	VERIZON	0973062717 0123	1/27/2023	ACH PMT TOTAL	4100-021100-1234-211-210			215.14	224438		Telecommunications	01865 # 951295778000179
									47.81	224438		Telecommunications	01865 # 951295778000179
									71.71	224438		Telecommunications	01865 # 951295778000179
									23.90	224438		Telecommunications	01865 # 951295778000179
									23.90	224438		Telecommunications	01865 # 951295778000179
									71.71	224438		Telecommunications	01865 # 951295778000179
									95.62	224438		Telecommunications	01865 # 951295778000179
									95.62	224438		Telecommunications	01865 # 951295778000179
									119.52	224438		Telecommunications	01865 # 951295778000179

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0000000	000769		0973062717	1/27/2023		4100-062100-1234-621-620	143.42	224438		Telecommunications	01865 # 951295778000179
0000000	000769		0973062717	1/27/2023		4100-063100-1234-632-630	23.90	224438		Telecommunications	01865 # 951295778000179
0000000	000769		0973062717	1/27/2023		4105-071100-1234-711-710	645.41	224438		Telecommunications	01865 # 951295778000179
			CHECK TOTAL			.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		TOTAL	1,577.66
0000000	001644	XEROX FINANCIAL SERVICES	3681610	12/16/2022		4100-061100-1252-612-610	106.36	224439		Equipment Lease/Rental	01865 # 0200078186001
			3744687	1/16/2023		4100-061100-1252-612-610	106.36	224439		Equipment Lease/Rental	01865 # 0200078186001
			CHECK TOTAL			.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		TOTAL	212.72
0000000	000769	VERIZON	0695890348	1/31/2023		4100-051100-1234-516-510	314.81	224440		Telecommunications	01865 # 351333549000198
			CHECK TOTAL			.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		TOTAL	314.81
			CHECK TOTAL			.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		TOTAL	42,928.56
			CHECK TOTAL			.00 CPA PMT TOTAL	.00	EPY PMT TOTAL		TOTAL	42,928.56

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 42,928.56 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

2-16-23
 DATE
 2/16/2023
 DATE
 alve123
 DATE

Kelly J. G...
 DIRECTOR OF FINANCE
 Richard Douglas
 COUNTY ADMINISTRATOR
 DESTIE J. COX, TREASURER

AP100 2/16/2023 SUSSEX COUNTY A/P CHECK REGISTER TIME-14:00:49 ActPd - 2023/02

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV DESCRIPTION
0000000	002005	BANK OF AMERICA, N.A.	01/31/2023	1/31/2023		4100-021200-1241-221-210	.00	224441		Office Supplies	01866 SAMSClub #6524 - P
0000000	002005		01/31/2023	1/31/2023		4100-021200-1241-221-210	50.00	224441		Office Supplies	01866 SAMSClub #6524 - P
0000000	002005		01/31/2023	1/31/2023		4100-021600-1278-261-210	46.30	224441		011	01866 SUSSEX MINI MART -
0000000	002005		01/31/2023	1/31/2023		4100-021600-1278-261-210	75.75	224441		011	01866 SUSSEX MINI MART -
0000000	002005		01/31/2023	1/31/2023		4100-021600-1278-261-210	57.29	224441		011	01866 SUSSEX MINI MART -
0000000	002005		01/31/2023	1/31/2023		4100-021600-1278-261-210	33.96	224441		011	01866 SUSSEX MINI MART -
0000000	002005		01/31/2023	1/31/2023		4100-021600-1278-261-210	45.00	224441		011	01866 SUSSEX MINI MART -
0000000	002005		01/31/2023	1/31/2023		4100-021600-1278-261-210	40.00	224441		011	01866 SUSSEX MINI MART -
0000000	002005		01/31/2023	1/31/2023		4100-021600-1278-261-210	39.92	224441		011	01866 SUSSEX MINI MART -
0000000	002005		01/31/2023	1/31/2023		4100-021600-1278-261-210	41.32	224441		011	01866 SUSSEX MINI MART -
0000000	002005		01/31/2023	1/31/2023		4100-021600-1278-261-210	55.30	224441		011	01866 SUSSEX MINI MART -
0000000	002005		01/31/2023	1/31/2023		4100-021600-1278-261-210	50.58	224441		011	01866 SUSSEX MINI MART -
0000000	002005		01/31/2023	1/31/2023		4100-021200-1272-221-210	858.13	224441		Building Maintenance & Repair	01866 LOWES #02918 - Pur
0000000	002005		01/31/2023	1/31/2023		4100-021200-1273-221-210	1.085	224441		Building Systems Main & Repair	01866 CAPITAL ELEC COLON
0000000	002005		01/31/2023	1/31/2023		4100-021600-1278-261-210	53.58	224441		011	01866 SHELL OIL 57546555
0000000	002005		01/31/2023	1/31/2023		4100-021100-1241-211-210	56.75	224441		Office Supplies	01866 ADM SNEEZE GUARDS
0000000	002005		01/31/2023	1/31/2023		4100-021100-1241-211-210	.00	224441		Office Supplies	01866 OFFICE DEPOT #5910
DISC. TOTAL						ACH PMT TOTAL	.00			EPY PMT TOTAL	2.588.95
						CHECK TOTAL	2.588.95			EPY PMT TOTAL	2.588.95
						ACH PMT TOTAL	.00			EPY PMT TOTAL	2.588.95
						CHECK TOTAL	2.588.95			EPY PMT TOTAL	2.588.95

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 2,588.95- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED

Kelly Hoff
 DIRECTOR OF FINANCE

Richard Douglas
 COUNTY ADMINISTRATOR

Destiny Cox
 DESTE J. COX, TREASURER

DATE 2/16/2023

DATE 2/16/23

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	ACH PMT	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
0000000	001960	ACI PAYMENTS, INC.	1000087582	2/10/2023		4100-041100-1292-411-410	1,146.64	224453			Bank/CC & Other Fees	01867 # 39343 1,146.64
	DISC. TOTAL		CHECK TOTAL					EPY PMT TOTAL			TOTAL	
0000000	001917	AMAZON CAPITAL SERVICES	IGGC-LV6N-10FH	9/19/2023		4100-021100-1241-211-210	35.87	224454			Office Supplies	01867 # ALU0835E5CTAJC
0000000	001917		IHGK-6DMA-9PK3	9/21/2022		4100-023100-1241-291-230	260.95	224454			Office Supplies	01867 # ALU0835E5CTAJC
0000000	001917		IHN3-XMKR-7D1G	2/03/2023		4100-021600-1242-261-210	94.95	224454			Agricultural Supplies	01867 # ALU0835E5CTAJC
0000000	001917		IPLK-PCMX-9K6Q	10/31/2022		4100-021600-1241-261-210	45.90	224454			Office Supplies	01867 # ALU0835E5CTAJC
0000000	001917		IPLK-PCMX-9K6Q	10/31/2022		4100-021600-1247-261-210	45.99	224454			Janitorial Supplies	01867 # ALU0835E5CTAJC
0000000	001917		IPQH-DWVX-VVV6	9/01/2022		4100-021600-1242-261-210	151.80	224454			Agricultural Supplies	01867 # ALU0835E5CTAJC
0000000	001917		IWF-YJJT-CW77	12/09/2022		4100-021600-1241-261-210	35.49	224454			Office Supplies	01867 # ALU0835E5CTAJC
0000000	001917		IWF-YJJT-MVYW	12/11/2022		4100-023100-1241-291-230	227.03	224454			Office Supplies	01867 # ALU0835E5CTAJC
0000000	001917		I14G-3Q46-1PT4	12/13/2022		4100-021100-1299-211-210	196.29	224454			Miscellaneous Others	01867 # ALU0835E5CTAJC
0000000	001917		I46R-4NWX-7MVK	1/06/2023		4100-023100-1241-291-230	116.61	224454			Office Supplies	01867 # ALU0835E5CTAJC
0000000	001917		I9D4-HQO9-IHKJ	8/02/2022		4100-021500-1244-253-210	118.13	224454			Uniform Services	01867 # ALU0835E5CTAJC
	DISC. TOTAL		CHECK TOTAL					EPY PMT TOTAL			TOTAL	
0000000	000300	BATTERY BARN OF VA INC	417395	2/21/2023		4100-021500-1254-251-210	324.00	224455			Equipment Maintenance	01867 # 749 324.00
	DISC. TOTAL		CHECK TOTAL					EPY PMT TOTAL			TOTAL	
0000000	001676	BERKLEY GROUP	WB#9A INV#15	2/16/2023		4100-021400-1225-241-210	3,333.33	224456			Management Consulting Service	01867 PLANNER POSITION
0000000	001676		WB#9B INV#15	2/16/2023		4100-021400-1225-241-210	5,840.00	224456			Management Consulting Service	01867 PLANNING DIRECTOR
	DISC. TOTAL		CHECK TOTAL					EPY PMT TOTAL			TOTAL	
0000000	000738	BUTLER'S TOWING AND	1001023	1/31/2023		4100-021600-1265-261-210	236.79	224457			Vehicle Maintenance & Repairs	01867 SUSSEX ANML CONTRO 236.79
	DISC. TOTAL		CHECK TOTAL					EPY PMT TOTAL			TOTAL	
0000000	002115	CAISON,ANNIE	AC 022123	2/21/2023		4100-023100-1264-291-230	16.82	224458			Gasoline/Mileage-Non Training	01867 REIMBURSEMENT 16.82
	DISC. TOTAL		CHECK TOTAL					EPY PMT TOTAL			TOTAL	
0000000	001485	CENTRAL AGRIBUSINESS	JR32034	2/15/2023		4100-051500-1246-551-510	61.60	224459			Food Supplies	01867 SUSSEX SHERIFF 61.60
	DISC. TOTAL		CHECK TOTAL					EPY PMT TOTAL			TOTAL	
0000000	000020	COMLING BROTHERS	321622	12/06/2022		4100-021600-1272-261-210	90.61	224460			Building Maintenance & Repair	01867 # SCA002
0000000	000020		322156	12/19/2022		4100-021600-1272-261-210	58.35	224460			Building Maintenance & Repair	01867 # SCA002
0000000	000020		322291	12/22/2022		4100-021600-1272-261-210	133.05	224460			Building Maintenance & Repair	01867 # SCA002
0000000	000020		322327	12/22/2022		4100-021600-1272-261-210	33.64	224460			Building Maintenance & Repair	01867 # SCA002
	DISC. TOTAL		CHECK TOTAL					EPY PMT TOTAL			TOTAL	
0000000	000494	CRATER HEALTH DISTRICT	18301-2023	2/08/2023		4100-081100-2110-801-810	32,931.00	224461			Crater Health District	01867 FIRST QUARTER 2023
0000000	000494		18302-2023	2/08/2023		4100-081100-2110-801-810	32,931.00	224461			Crater Health District	01867 SECOND QUARTER 2023
	DISC. TOTAL		CHECK TOTAL					EPY PMT TOTAL			TOTAL	
0000000	000845	CROWN CASTLE GT COMPANY	40504689	3/01/2023		4100-021500-1252-253-210	1,491.54	224462			Equipment Lease/Rental	01867 # 106663 1,491.54
	DISC. TOTAL		CHECK TOTAL					EPY PMT TOTAL			TOTAL	
0000000	000871	CRYSTAL SPRINGS	15692716 021523	2/15/2023		4100-041100-1277-411-410	64.38	224463			Water Services	01867 # 695034615692716
0000000	000871		6091788 020223	2/02/2023		4100-062100-1277-621-620	87.94	224463			Water Services	01867 # 11421076091788
	DISC. TOTAL		CHECK TOTAL					EPY PMT TOTAL			TOTAL	
0000000	001892	DIRECTV,LLC	34959122X230210	2/10/2023		4100-021500-1234-253-210	7.30	224464			Telecommunications	01867 # 34959122 7.30
	DISC. TOTAL		CHECK TOTAL					EPY PMT TOTAL			TOTAL	

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV DESCRIPTION
0000000	001651	DOCUMENT SYSTEMS	123308	6/01/2022		4100-021100-1252-211-210	99.00	224465		Equipment Lease/Rental	01867 # SC05-003
0000000	001651		123309	6/01/2022		4100-021100-1255-211-210	75.00	224465		Maintenance Service Contract	01867 # SC05-003
0000000	001651		123310	6/01/2022		4100-061100-1252-612-610	37.99	224465		Equipment Lease/Rental	01867 # SC08
0000000	001651		123525	6/10/2022		4100-021100-1252-211-210	903.08	224465		Equipment Lease/Rental	01867 # SC05-002
0000000	001651		125311	9/02/2022		4100-061100-1252-612-610	37.99	224465		Equipment Lease/Rental	01867 # SC08
0000000	001651		127187-01	12/02/2022		4100-021100-1255-211-210	10.00	224465		Maintenance Service Contract	01867 # SC05-003
0000000	001651		127188	12/02/2022		4100-061100-1252-612-610	37.99	224465		Equipment Lease/Rental	01867 # SC08
0000000	001651		127861	1/04/2023		4100-061100-1252-612-610	37.99	224465		Equipment Lease/Rental	01867 # SC08
0000000	001651		128622	2/07/2023		4100-062100-1252-621-620	49.72	224465		Equipment Lease/Rental	01867 # SC07
		DISC. TOTAL					1,288.76				1,288.76
0000000	000869	ELECTRONIC SYSTEMS, INC	IN2408821	1/27/2023		4105-071100-1241-711-710	341.00	224466		Office Supplies	01867 # C090
		DISC. TOTAL					.00				341.00
0000000	001692	FERRELLGAS	1122287357	2/16/2023		4100-051500-1279-551-510	511.96	224467		Propane Gas	01867 # 112364120
		DISC. TOTAL					.00				511.96
0000000	001605	GLOBAL SIGMAL ACQUISITIONS	40565033	3/01/2023		4100-021500-1252-253-210	477.62	224468		Equipment Lease/Rental	01867 # 393860
		DISC. TOTAL					.00				477.62
0000000	000111	JARRATT VOL. FIRE DEPT	JVFD 021523	2/15/2023		4100-021500-2110-251-210-508	10,000.00	224469		New Fire Truck Vol Fire Dept	01867 REIMBURSEMENT
		DISC. TOTAL					.00				10,000.00
0000000	001115	LIFESTAR AMBULANCE	SC012023	2/13/2023		4100-021500-2110-252-210-524	23,040.00	224470		Emergency Med. SVC - Pd EMT.	01867 JANUARY 2023
0000000	001115		WAV012023	2/13/2023		4100-021500-2110-252-210-524	53,568.00	224470		Emergency Med. SVC - Pd EMT.	01867 JANUARY 2023
0000000	001115		WT012023	2/13/2023		4100-021500-2110-252-210-524	27,900.00	224470		Emergency Med. SVC - Pd EMT.	01867 SUSSEX PUBLIC SAFE
		DISC. TOTAL					.00				104,508.00
0000000	000129	LOGAN SYSTEMS, INC	57460	2/15/2023		4100-062100-1236-621-620	945.36	224471		Microfilming & Scanning Serv	01867 SUSSEX CIRCUIT COU
		DISC. TOTAL					.00				945.36
0000000	001634	MASON, JAMES E.	JM 021523	2/15/2023		4100-081300-2110-822-810	7.06	224472		VA Cooperative Extension	01867 REIMBURSEMENT
		DISC. TOTAL					.00				7.06
0000000	001882	MOBILE COMMUNICATIONS AWE	408001100-1	2/17/2023		4100-021500-1254-251-210	148.60	224473		Equipment Maintenance	01867 # 110921
0000000	001882		408001139-1	2/21/2023		4100-021500-1259-251-210	975.00	224473		Other Equipment Purchases	01867 # 118941
		DISC. TOTAL					.00				1,123.60
0000000	001813	MOTOROLA SOLUTIONS	8281555423	1/20/2023		4100-021500-1256-251-210	189.60	224474		Communication Equipment	01867 # 1036974021
		DISC. TOTAL					.00				189.60
0000000	000540	NOLAND COMPANY	367668 01	2/01/2023		4100-051500-1272-551-510	458.00	224475		Building Maintenance & Repair	01867 # 00876-000636
		DISC. TOTAL					.00				458.00
0000000	000991	PARKER OIL CO	439777	2/17/2023		4100-051500-1278-551-510	1,094.36	224476		Oil	01867 # 87746E-1
		DISC. TOTAL					.00				1,094.36
0000000	001246	PHILLIPS TELECOMMUNICATION	33183	2/20/2023		4100-021600-1234-263-210	470.00	224477		Telecommunications	01867 SUSSEX COUNTY
0000000	001246		33184	2/20/2023		4100-021600-1234-263-210	150.00	224477		Telecommunications	01867 SUSSEX COUNTY
		DISC. TOTAL					.00				620.00

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
0000000	002083	READ'S UNIFORMS INC.	648352-1	1/11/2023		4100-051500-1244-551-510	12.07	224478		Uniform Services	01867 # 16956-99
0000000	002083		648354-1	1/11/2023		4100-051500-1244-551-510	12.07	224478		Uniform Services	01867 # 16956-99
0000000	002083		648355-1	1/11/2023		4100-051100-1244-512-510	12.07	224478		Uniform Services	01867 # 16956-99
0000000	002083		648356-1	1/11/2023		4100-051100-1244-512-510	402.69	224478		Uniform Services	01867 # 16956-99
0000000	002083		648357-1	1/11/2023		4100-051100-1244-512-510	72.10	224478		Uniform Services	01867 # 16956-99
0000000	002083		648358-1	1/11/2023		4100-051100-1244-512-510	157.50	224478		Uniform Services	01867 # 16956-99
		DISC. TOTAL			668.50	ACH PMT TOTAL	.00	EPY PMT TOTAL			668.50
0000000	001023	RICOH USA, INC.	37634101	2/10/2023		4100-063100-1252-632-630	232.32	224479		Equipment Lease/Rental	01867 # 37023603
0000000	001023		37634101	2/10/2023		4100-063100-1252-631-630	232.33	224479		Equipment Lease/Rental	01867 # 37023603
		DISC. TOTAL			464.65	ACH PMT TOTAL	.00	EPY PMT TOTAL			464.65
0000000	000180	SAFETY FIRST CO OF VA	17410	2/15/2023		4100-051500-1273-551-510	305.00	224480		Building Systems Main & Repairs	01867 SUSSEX SHERIFF
		DISC. TOTAL			305.00	ACH PMT TOTAL	.00	EPY PMT TOTAL			305.00
0000000	001975	STAPLES, INC.	7373455779-0-2	2/14/2023		4100-021100-1241-211-210	35.98	224481		Office Supplies	01867 # 660883
0000000	001975		7373455779-2-1	2/16/2023		4100-021100-1241-211-210	150.00	224481		Office Supplies	01867 # 660883
0000000	001975		7373767803-0-1	2/15/2023		4100-021100-1241-211-210	275.09	224481		Office Supplies	01867 # 660883
		DISC. TOTAL			461.07	ACH PMT TOTAL	.00	EPY PMT TOTAL			461.07
0000000	000942	SUSSEX MINI MART	1010275	2/14/2023		4100-021500-1264-253-210	48.55	224482		Mileage	01867 SUSSEX PUBLIC SAFE
0000000	000942		1011336	2/17/2023		4100-021500-1264-253-210	33.73	224482		Mileage	01867 SUSSEX PUBLIC SAFE
		DISC. TOTAL			82.28	ACH PMT TOTAL	.00	EPY PMT TOTAL			82.28
0000000	001872	TAXING AUTHORITY CONSULTI	8472	2/14/2023		4100-041100-1291-411-410	2,083.20	224483		Judicial Land Sale Expenses	01867 SUSSEX COUNTY
		DISC. TOTAL			2,083.20	ACH PMT TOTAL	.00	EPY PMT TOTAL			2,083.20
0000000	000080	TRI CITY OFFICE PRODUCTS	0144436-001	2/13/2023		4100-031100-1241-311-310	44.88	224484		Office Supplies	01867 # SCR-0
		DISC. TOTAL			44.88	ACH PMT TOTAL	.00	EPY PMT TOTAL			44.88
0000000	000087	VAN CLEEF AUTO PARTS INC	643813	2/08/2023		4100-021600-1242-261-210	23.95	224485		Agricultural Supplies	01867 # 27430
0000000	000087		643943	2/10/2023		4100-021600-1242-261-210	123.96	224485		Agricultural Supplies	01867 # 27430
0000000	000087		643954	2/10/2023		4100-021600-1265-261-210	24.99	224485		Vehicle Maintenance & Repairs	01867 # 27430
0000000	000087		644171	2/16/2023		4100-021600-1242-261-210	224.41	224485		Agricultural Supplies	01867 # 27430
		DISC. TOTAL			397.31	ACH PMT TOTAL	.00	EPY PMT TOTAL			397.31
0000000	001008	VEBA	LF 2023 MEETING	2/22/2023		4100-023100-1203-291-230	395.00	224486		Workshops and Conferences	01867 FORD, LAVERNE
		DISC. TOTAL			395.00	ACH PMT TOTAL	.00	EPY PMT TOTAL			395.00
0000000	000039	VERIZON WIRELESS	9927455305	2/10/2023		4100-011100-1234-111-110	88.46	224487		Telecommunications	01867 # 805250394-00001
0000000	000039		9927455305	2/10/2023		4100-021100-1234-211-210	330.95	224487		Telecommunications	01867 # 805250394-00001
0000000	000039		9927455305	2/10/2023		4100-021200-1234-221-210	198.96	224487		Telecommunications	01867 # 805250394-00001
0000000	000039		9927455305	2/10/2023		4100-021500-1234-253-210	88.46	224487		Telecommunications	01867 # 805250394-00001
0000000	000039		9927455305	2/10/2023		4100-021600-1234-261-210	314.52	224487		Telecommunications	01867 # 805250394-00001
0000000	000039		9927455305	2/10/2023		4100-021600-1234-262-210	88.46	224487		Mobile Telecommunications	01867 # 805250394-00001
0000000	000039		9927455305	2/10/2023		4100-021600-1234-263-210	40.01	224487		Telecommunications	01867 # 805250394-00001
0000000	000039		9927455305	2/10/2023		4100-023100-1234-291-230	40.05	224487		Telecommunications	01867 # 805250394-00001
0000000	000039		9927455305	2/10/2023		4100-031100-1234-311-310	40.01	224487		Telecommunications	01867 # 805250394-00001
0000000	000039		9927455305	2/10/2023		4100-041100-1234-411-410	40.01	224487		Telecommunications	01867 # 805250394-00001
		DISC. TOTAL			1,269.89	ACH PMT TOTAL	.00	EPY PMT TOTAL			1,269.89

P.O. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCR	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	ACH ACH PMT	G/L ACCOUNT DESC.	BATCH INV DESCRIPTION
0000000	001581 VIRGINIA COOPERATIVE EXT. VCESC 020123	020223	2/01/2023	ACH PMT TOTAL	4100-081300-2110-822-810	10,500.00	224488		N	VA Cooperative Extension	01867 SUSSEX 4-H CAMP
	DISC. TOTAL	CHECK TOTAL			.00 CPA PMT TOTAL	.00					10,500.00
0000000	000581 VIRGINIA DINER	020223	2/02/2023	ACH PMT TOTAL	4100-021100-1205-211-210	248.88	224489			Meals	01867 SUSSEX COUNTY
	DISC. TOTAL	CHECK TOTAL			.00 CPA PMT TOTAL	.00					248.88
0000000	001408 WITMER PUBLIC SAFETY GRP. INV104264	INV99958	9/15/2022	ACH PMT TOTAL	4100-021600-1244-261-210	19.00	224490			Uniform Services	01867 SUSSEX ANML CONTRO
	DISC. TOTAL	CHECK TOTAL			4100-021600-1244-261-210	103.23	224490			Uniform Services	01867 SUSSEX ANML CONTRO
					.00 CPA PMT TOTAL	.00					122.23
0000000	000879 WOMACK PUBLISHING CO.	48945	1/04/2023	ACH PMT TOTAL	4100-021400-1235-241-210	395.36	224491			Advertising	01867 # 17175
	DISC. TOTAL	CHECK TOTAL			.00 CPA PMT TOTAL	.00					395.36
0000000	001738 WYATT SIGN COMPANY	20000149	2/09/2023	ACH PMT TOTAL	4100-021600-1245-261-210	61.07	224492			Law Enforcement Supplies	01867 SUSSEX ANML CONTRO
	DISC. TOTAL	CHECK TOTAL			.00 CPA PMT TOTAL	.00					61.07
0000000	001644 XEROX FINANCIAL SERVICES 3757175		1/25/2023	ACH PMT TOTAL	4100-031100-1252-311-310	145.00	224493			Equipment Lease/Rental	01867 # 0200099060001
	DISC. TOTAL	CHECK TOTAL			.00 CPA PMT TOTAL	.00					145.00
					.00 CPA PMT TOTAL	.00					219,326.64
					.00 CPA PMT TOTAL	.00					219,326.64

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 219,326.64 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

2/23/23 DATE
 2-23-23 DATE
 a/a3/a3 DATE

[Signature]
 DIRECTOR OF FINANCE

[Signature]
 COUNTY ADMINISTRATOR

[Signature]
 DESTE J. GAY, TREASURER

PAYROLL DEDUCTION CHECKS



P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	DESCRIPTION	BATCH
00000	000245	AFLAC	DC040230216230200	2/16/2023	100-000200-0100-	752.29	224390		00000
00000	000245		DC040230216230200	2/16/2023	105-000200-0100-	87.17	224390		00000
00000	000245		DC041230216230200	2/16/2023	100-000200-0100-	562.81	224390		00000
00000	000245		DC041230216230200	2/16/2023	105-000200-0100-	133.91	224390		00000
					CHECK TOTAL	1,536.18			
00000	000881	ANTHEM BLUE CROSS AND	DC005230216230200	2/16/2023	100-000200-0100-	8,421.00	224391		00000
00000	000881		DC005230216230200	2/16/2023	105-000200-0100-	1,203.00	224391		00000
00000	000881		DC015230216230200	2/16/2023	100-000200-0100-	5,266.00	224391		00000
00000	000881		DC126230216230200	2/16/2023	100-000200-0100-	23,725.00	224391		00000
00000	000881		DC126230216230200	2/16/2023	105-000200-0100-	6,175.00	224391		00000
					CHECK TOTAL	44,789.00			
00000	001180	KAREN A. TAYLOR, TREASURER	DC068230216230200	2/16/2023	105-000200-0100-	268.56	224392		00000
					CHECK TOTAL	268.56			
00000	001397	LEGAL SHIELD	DC097230216230200	2/16/2023	100-000200-0100-	44.88	224393		00000
00000	001397		DC097230216230200	2/16/2023	105-000200-0100-	14.95	224393		00000
					CHECK TOTAL	59.83			
00000	001021	MINNESOTA LIFE INS CO	DC200230216230200	2/16/2023	100-000200-0100-	514.27	224394		00000
00000	001021		DC200230216230200	2/16/2023	105-000200-0100-	113.44	224394		00000
					CHECK TOTAL	627.71			
00000	000872	NATIONWIDE RETIREMENT	DC090230216230200	2/16/2023	100-000200-0100-	403.23	224395		00000
00000	000872		DC090230216230200	2/16/2023	105-000200-0100-	25.00	224395		00000
					CHECK TOTAL	428.23			
00000	001851	NYS CHILD SUPPORT PROCESS	DC114230216230200	2/16/2023	100-000200-0100-	121.33	224396		00000
					CHECK TOTAL	121.33			
00000	002087	TRANSWORLD SYSTEMS, INC.	DC134230216230200	2/16/2023	100-000200-0100-	222.90	224397		00000
					CHECK TOTAL	222.90			
00000	000247	TREASURER OF VIRGINIA	DC080230216230200	2/16/2023	100-000200-0100-	2,099.24	224398		00000
					CHECK TOTAL	2,099.24			
00000	000831	VACORP	DC035230216230200	2/16/2023	100-000200-0100-	277.38	224399		00000
00000	000831		DC035230216230200	2/16/2023	105-000200-0100-	84.73	224399		00000
					CHECK TOTAL	362.11			
00000	001027	VALIC RETIREMENT	DC091230216230200	2/16/2023	100-000200-0100-	625.00	224400		00000
					CHECK TOTAL	625.00			
					CLASS TOTAL	51,140.09			
					FINAL TOTAL	51,140.09			

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
THE TOTAL 51,140.09- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

2/10/23
DATE

Stacy M. Davis
COUNTY ADMINISTRATOR

Kelly Belle

2/10/23

P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	DESCRIPTION	BATCH
00000	000245	AFLAC	DC040230228230200	2/28/2023	100-000200-0100-	752.29	224442		00000
00000	000245		DC040230228230200	2/28/2023	105-000200-0100-	87.17	224442		00000
00000	000245		DC041230228230200	2/28/2023	100-000200-0100-	562.81	224442		00000
00000	000245		DC041230228230200	2/28/2023	105-000200-0100-	133.91	224442		00000
					CHECK TOTAL	1,536.18			
00000	000881	ANTHEM BLUE CROSS AND	DC005230228230200	2/28/2023	100-000200-0100-	8,421.00	224443		00000
00000	000881		DC005230228230200	2/28/2023	105-000200-0100-	1,203.00	224443		00000
00000	000881		DC015230228230200	2/28/2023	100-000200-0100-	5,265.00	224443		00000
00000	000881		DC126230228230200	2/28/2023	100-000200-0100-	23,725.00	224443		00000
00000	000881		DC126230228230200	2/28/2023	105-000200-0100-	4,875.00	224443		00000
					CHECK TOTAL	43,489.00			
00000	001180	KAREN A. TAYLOR, TREASURER	DC068230228230200	2/28/2023	105-000200-0100-	268.56	224444		00000
					CHECK TOTAL	268.56			
00000	001397	LEGAL SHIELD	DC097230228230200	2/28/2023	100-000200-0100-	44.88	224445		00000
00000	001397		DC097230228230200	2/28/2023	105-000200-0100-	14.95	224445		00000
					CHECK TOTAL	59.83			
00000	001021	MINNESOTA LIFE INS CO	DC200230228230200	2/28/2023	100-000200-0100-	504.59	224446		00000
00000	001021		DC200230228230200	2/28/2023	105-000200-0100-	113.44	224446		00000
					CHECK TOTAL	618.03			
00000	000872	NATIONWIDE RETIREMENT	DC090230228230200	2/28/2023	100-000200-0100-	408.52	224447		00000
00000	000872		DC090230228230200	2/28/2023	105-000200-0100-	25.00	224447		00000
					CHECK TOTAL	433.52			
00000	001851	NYS CHILD SUPPORT PROCESS	DC114230228230200	2/28/2023	100-000200-0100-	121.33	224448		00000
					CHECK TOTAL	121.33			
00000	002087	TRANSWORLDSYSTEMS, INC.	DC134230228230200	2/28/2023	100-000200-0100-	222.90	224449		00000
					CHECK TOTAL	222.90			
00000	000247	TREASURER OF VIRGINIA	DC080230228230200	2/28/2023	100-000200-0100-	2,099.24	224450		00000
					CHECK TOTAL	2,099.24			
00000	000831	VACORP	DC035230228230200	2/28/2023	100-000200-0100-	277.38	224451		00000
00000	000831		DC035230228230200	2/28/2023	105-000200-0100-	84.73	224451		00000
					CHECK TOTAL	362.11			
00000	001027	VALIC RETIREMENT	DC091230228230200	2/28/2023	100-000200-0100-	625.00	224452		00000
					CHECK TOTAL	625.00			
					CLASS TOTAL	49,835.70			
					FINAL TOTAL	49,835.70			

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 49,835.70- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

2-22-23
DATE

Rachel C. Taylor
COUNTY ADMINISTRATOR

Kelly Ellis

2/22/23

ACH PAYMENTS



SUSSEX COUNTY
TREASURER'S REPORT
AND
FINANCIAL UPDATE

SUBMITTED BY DESTE J. COX, TREASURER

FEBRUARY 28, 2023



TREASURER'S OFFICE

DESTE JARRATT COX
TREASURER
SUSSEX COUNTY

15074 COURTHOUSE ROAD
P.O. BOX 1399
SUSSEX, VA. 23884

Phone (434)246-1086 or
(434)246-1087
Fax (434)246-2347

Statement of money in the banks to the credit of Sussex County as shown by the Treasurer's books at the close of business February 28, 2023

TRUIST #201- SUSSEX, VA

Bank Balance -----	\$52,651.08	
Bank Fees/Adjustments -----	\$101.09	
Deposits in Transit-----	(\$7,798.04)	
Outstanding Checks-----	\$0.00	\$44,954.13

BSV #301- STONY CREEK, VA

Bank Balance-----	\$7,557,680.66	
Bank Fees/Returned Checks-----	\$23.78	
Credit Card Fees/Adjustments-----	\$764.80	
Deposits in Transit -----	\$1,531.43	
Outstanding Checks-----	(\$1,034,522.58)	\$6,525,478.09

PRIMIS #401- WAVERLY, VA

Bank Balance-----	\$183,272.89	
Deposits in Transit-----	(\$1,096.53)	\$182,176.36
Investments and CD's-----		
#30383118 - Primis #451	\$1,021,184.88	
#30383043 - Primis #451	\$2,022,788.19	
#30390504 - Primis #451	\$2,500,000.00	
		\$5,543,973.07

<u>LGIP INVESTMENT #803</u> Investment Balance-----	2,135,417.45	
<u>VA INV POOL #804</u> Investment Balance-----	4,646,800.12	
TOTAL IN BANKS REC W/GL-----		\$19,078,799.22

Letters or statements from each of the above mentioned banks are on file in the Treasurer's Office of Sussex County certifying the balance as listed above.

Respectfully submitted:



 Deste J. Cox, Treasurer

SUSSEX COUNTY - DESTE J. COX, TREASURER
REVENUE/EXPENDITURE SUMMARY REPORT
FEBRUARY 2023

General Fund **FUND BALANCE as of 2/28/23 = \$ 11,381,758**

<i>REVENUES</i>		<i>ANNUAL APPROPRIATED</i>	<i>CURRENT MONTH ACTIVITY</i>	<i>YTD ACTUAL 02/28/2023</i>	<i>PRIOR FY - YTD Through 02/28/2022</i>	<i>COLLECTED % YTD</i>
Real Estate - 2022		5,511,434	153,558	4,990,509	4,892,051	90.5%
Public Service Corp - 2022		713,720	0	726,038	728,273	101.7%
Personal Property - 2022		3,858,156	226,642	3,375,244	2,776,064	87.5%
Machinery & Tools - 2022		560,919	0	973,299	587,628	173.5%
Local Sales & Use Taxes (net)		1,040,124	110,467	757,563	737,243	72.8%
Transient Occupancy Tax		80,000	2,889	61,501	60,165	76.9%
Consumer Utility Taxes		93,000	7,987	57,882	55,772	62.2%
Business License Taxes		70,050	16,811	40,983	30,607	58.5%
Motor Vehicle Licenses		229,800	17,253	158,404	191,328	68.9%
Landfill Tipping Fees		5,550,000	478,585	3,684,579	3,640,798	66.4%
Delinquent Taxes RE		172,500	14,486	119,110	108,453	69.0%
Delinquent Tax Personal Property		88,100	4,156	68,613	62,768	77.9%
Penalties - All Property		115,000	1,900	19,312	57,576	16.8%
Interest - All Property		30,000	3,468	15,740	20,386	52.5%
Court Fines		840,000	45,387	465,291	541,330	55.4%
EMS Billing		300,000	0	6,821	n/a	2.3%
State		4,122,872	292,441	3,551,668	3,328,132	86.1%
Federal		1,500	28,775	30,875	84,077	
Transfer in from Reserve		357,854	0	353,496	637,295	98.8%
Designated Use of Fund Balance		3,098,739	0	0	0	0.0%
<i>EXPENDITURES</i>		<i>ANNUAL APPROPRIATED</i>	<i>CURRENT MONTH ACTIVITY</i>	<i>YTD ACTUAL 02/28/2023</i>	<i>PRIOR FY - YTD Through 02/28/2022</i>	<i>SPENT % YTD</i>
General Government		3,697,860	226,433	1,841,448	1,589,297	49.8%
Judicial Administration		1,290,437	91,870	843,620	763,365	65.4%
Fire, Rescue, EMS		2,748,996	261,338	2,014,749	1,569,752	73.3%
Sheriff's Operations & Jail		6,434,447	400,061	3,415,820	3,357,114	53.1%
Public Works		2,080,549	150,890	1,400,983	923,984	67.3%
Health & Welfare		908,783	156,105	498,754	840,923	54.9%
Education		7,750,121	483,735	4,407,579	4,646,510	56.9%
Parks Rec & Cultural Enrichment		273,760	13,750	211,195	205,973	77.1%
Planning/Community Dev		1,463,623	24,523	629,732	451,315	43.0%
Debt Service		1,581,016	119,726	1,581,791	1,512,068	100.0%

General Fund

			ANNUAL	CURRENT MONTH	ACTUAL 02/28/2023	YTD 02/28/2022	Spent %
EXPENDITURES BY DEPARTMENT			APPROPRIATED	ACTIVITY	YEAR TO DATE	PRIOR FISCAL YEAR	YTD
Board of Supervisors			168,687	13,980	94,077	81,479	55.8%
Administration			2,084,857	110,662	764,043	706,707	36.6%
Contingency Acct (7/1/22 = \$100,000)			16,769	0	0	0	0.0%
HRA Admin Fee			5,600	0	0	N/A	0.0%
HRA Employer Spend			160,000	16,081	142,538	N/A	89.1%
IT & Central Acct			102,093	119	92,312	39,205	90.4%
County Attorney			150,000	8,500	75,742	106,897	50.5%
Registrar/Board of Elections			247,538	17,698	160,876	133,730	65.0%
Com of Revenue			277,659	24,574	178,447	165,816	64.3%
Reassessment Services			48,163	233	42,063	76,787	87.3%
Treasurer			436,493	34,586	291,349	278,676	66.7%
General Government			3,697,860	226,433	1,841,448	1,589,297	49.8%
Courts			110,423	2,536	60,195	54,124	54.5%
Clerk of Courts			457,126	31,882	311,239	259,208	68.1%
Com Atty/Vic Wit			722,888	57,453	472,185	450,034	65.3%
Judicial Administration			1,290,437	91,870	843,620	763,365	65.4%
Fire/Rescue/EMS			2,237,671	158,679	1,631,233	1,310,974	72.9%
Aminal Control			511,325	102,660	383,515	258,779	75.0%
Fire, Rescue, EMS			2,748,996	261,338	2,014,749	1,569,752	73.3%
Court Sec/Spot/FO/E911			4,299,923	240,787	2,133,134	2,042,594	49.6%
Confinement of Inmates			1,979,571	135,340	1,181,276	1,250,471	59.7%
Crater Crim Justice Aca.			154,954	23,934	101,411	64,049	65.4%
Sheriff's Operations & Jail			6,434,447	400,061	3,415,820	3,357,114	53.1%
Building & Grounds			1,045,151	68,619	691,168	285,447	66.1%
Envir Inspections			197,540	10,395	81,440	104,178	41.2%
General Works			297,197	21,935	197,834	161,932	66.6%
Convenience Ctrs.			540,661	49,940	430,541	372,428	79.6%
Public Works			2,080,549	150,890	1,400,983	923,984	67.3%
Health - Outside Agencies			236,615	65,862	152,160	187,473	64.3%
Com. Support Services - Outside Agencies			202,815	16,390	115,073	150,931	56.7%
Local Contrib to DSS			289,353	73,762	121,446	223,955	42.0%
Local Contrib to CSA			180,000	92	110,075	278,564	61.2%
Health & Welfare			908,783	156,105	498,754	840,923	54.9%
Educ Contrib - Outside Agencies			951	0	951	2,982	100.0%
Local Contrib to Sch Fd			7,749,170	483,735	4,406,628	4,643,528	56.9%
Education			7,750,121	483,735	4,407,579	4,646,510	56.9%
Library/Cultural - Outside Agencies			204,260	6,250	155,195	152,613	76.0%
Recreational Contrib- Outside Agencies			69,500	7,500	56,000	53,360	80.6%
Parks Rec & Cultural Enrichment			273,760	13,750	211,195	205,973	77.1%
DHCD UNOS Grt			576,732	0	271,664	157,579	47.1%
Planning/Building/Zoning			483,630	24,523	207,880	292,462	43.0%
CDBG Pocahantas Grt			283,325	0	42,751	-54,338	15.1%
Crater Planning Com			8,771	0	8,771	4,895	100.0%
IDA			62,500	0	50,000	0	80.0%
Va Gateway Region			47,166	0	47,166	47,417	100.0%
Crater SBDC			1,500	0	1,500	3,300	100.0%
Planning/Community Dev			1,463,623	24,523	629,732	451,315	43.0%
Debt Service			1,581,016	119,726	1,581,791	1,512,068	100.0%
Debt Service			1,581,016	119,726	1,581,791	1,512,068	100.0%

**SUSSEX COUNTY
REVENUE/EXPENDITURE SUMMARY REPORT
FEBRUARY 2023**

Capital Projects Fund - Fund 302 **FUND BALANCE as of 01/31/23 = \$ 131,443 plus \$669,470 F&R Dedicated Funds**

<i>REVENUES</i>		<i>ANNUAL APPROPRIATED</i>	<i>CURRENT MONTH ACTIVITY</i>	<i>YTD ACTUAL 02/28/2023</i>	<i>PRIOR FY - YTD Through 02/28/2022</i>
Interest Earned		900	0	4,339	459
Gifts/Donations Fire & Rescue		0	0	0	0
Transfer from General Fund		0	0	0	0
Total Capital Projects Fund Revenues		900	0	4,339	459
<i>EXPENDITURES</i>		<i>ANNUAL APPROPRIATED</i>	<i>CURRENT MONTH ACTIVITY</i>	<i>YTD ACTUAL 02/28/2023</i>	<i>PRIOR FY - YTD Through 02/28/2022</i>
Replace E911 Equip		56,322.00	0	0	0
Voting Machines		8,625.00	0	0	0
Sheriff Patrol Vehicle		53,739.77	0	0	68,394
Transfer to Other Funds		17,626	0	16,726	175,054
Communications		20,000.00	0	0	0
Renovations-Co. Buildings		216,303.00	0	0	0
School Projects		27,000.00	0	0	0
Animal Shelter & Complex		0.00	0	0	0
Total Capital Projects Fund Expenditures		399,616	-	16,726	243,448

**SUSSEX COUNTY
REVENUE/EXPENDITURE SUMMARY REPORT
FEBRUARY 2023**

Reserve Fund 135 **FUND BALANCE as of 02/28/23 = \$ 5,838,590**

<i>REVENUES</i>		<i>ANNUAL APPROPRIATED</i>	<i>CURRENT MONTH ACTIVITY</i>	<i>YTD ACTUAL 02/28/2023</i>	<i>PRIOR FY - YTD Through 02/28/2022</i>
Interest		4,000	0	25,373	2,895
Transfer from General Fund		2,000,000	0	2,000,000	0
Total Reserve Fund Revenues		2,004,000	0	2,025,373	2,895
<i>EXPENDITURES</i>		<i>ANNUAL APPROPRIATED</i>	<i>CURRENT MONTH ACTIVITY</i>	<i>YTD ACTUAL 02/28/2023</i>	<i>PRIOR FY - YTD Through 02/28/2022</i>
Transfer to General Fund		345,128	0	336,770	462,241
Transfer to VPA Fund		0	0	0	579
Transfer to Cap Proj Fund		0	0	0	0
Total Reserve Fund Expenditures		345,128	0	336,770	462,820

BUILDING INSPECTIONS DEPARTMENT



March 16, 2023 Monthly Reports



MEMORANDUM

DATE: March 1, 2023
 TO: Richard Douglas, County Administrator
 FROM: Matt Westheimer, Building Official
 SUBJECT: February 2023 - Monthly Report

Please accept this as the February 2023 update for the Building Department.

BUILDING ACTIVITY

- February 2023

<i>Building Permits</i>	<i>Electrical Permits</i>	<i>Plumbing & Sprinkler Permits</i>	<i>Mechanical Permits</i>	<i>Field Inspections</i>	<i>Improvement Value</i>	<i>Revenue Generated</i>
6	9	2	5	40	\$439,692.00	\$3,738.66

- February 2022

<i>Building Permits</i>	<i>Electrical Permits</i>	<i>Plumbing & Sprinkler Permits</i>	<i>Mechanical Permits</i>	<i>Field Inspections</i>	<i>Improvement Value</i>	<i>Revenue Generated</i>
11	14	5	7	66	\$1,216,470.00	\$4,697.40

- January 2023 – December 2023 (Yearly totals)

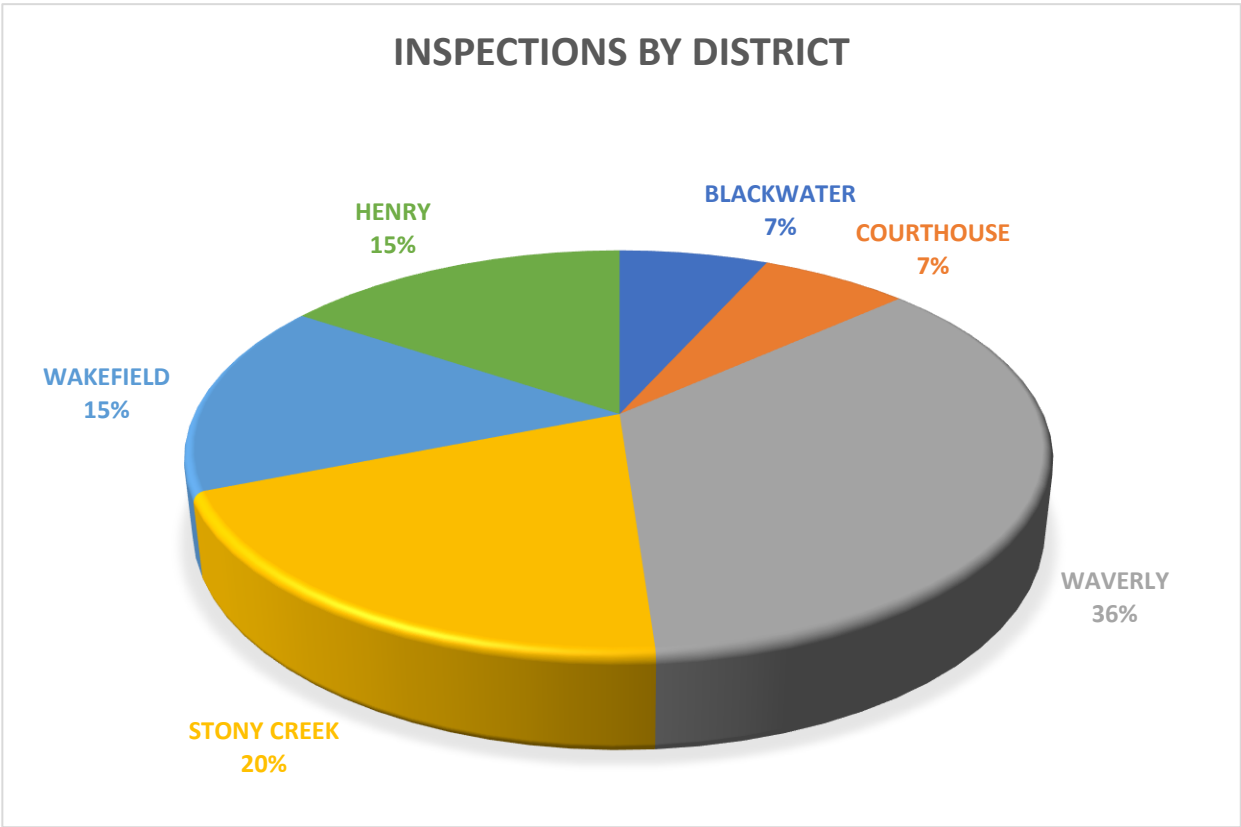
<i>Building Permits</i>	<i>Electrical Permits</i>	<i>Plumbing & Sprinkler Permits</i>	<i>Mechanical Permits</i>	<i>Field Inspections</i>	<i>Improvement Value</i>	<i>Revenue Generated</i>
19	23	8	16	90	\$1,765,503.27	\$14,756.87

<i>Inspections completed within 24 hours For February</i>	100%
<i>Plans reviewed within 10 business days For February</i>	100%



SUSSEX COUNTY INSPECTIONS PERFORMED BY DISTRICT FEBRUARY 2023

DISTRICT	INSPECTIONS
BLACKWATER	3
COURTHOUSE	3
WAVERLY	16
STONY CREEK	9
WAKEFIELD	7
HENRY	7



Planning Department



March 16, 2023

Monthly Reports

Planning & Zoning Department

Monthly Report for January and February 2023

Michael Poarch, County Planner

Community Development/Special Programs/Grant Administration

Current Developments

- *Site Work for Waverly Solar LLC Phase I (Substation)- Approved and under construction*
- *Site Work for Pit Crew LLC- Under construction*
- *Waverly RNG Project- Pipeline & Access Road- Initial site work has began*

- *Site Plan Review for Waverly Solar LLC Phase II, and Phase III - Pending review and approval*
- *ESC Plan Review for Stony Creek Shell Diesel Islands- Pending review and approval*
- *Subdivision/ESC Plan Review for Evergreen Acres "Section 2"- Pending review and approval*

Pocahontas Neighborhood Improvement Project

- *Five (5) housing projects have been completed under the Pocahontas project, including three (3) substantial reconstructions and two (2) rehabilitations.*
- *One (1) housing rehabilitation project has been negotiated, however, the applicant would like to pursue a substantial reconstruction instead.*

Final extension for Pocahontas Neighborhood Improvement Project Phase I was granted. The deadline is August 31, 2023 to meet DHCD expectations for Phase I in order to proceed onto Phase II.

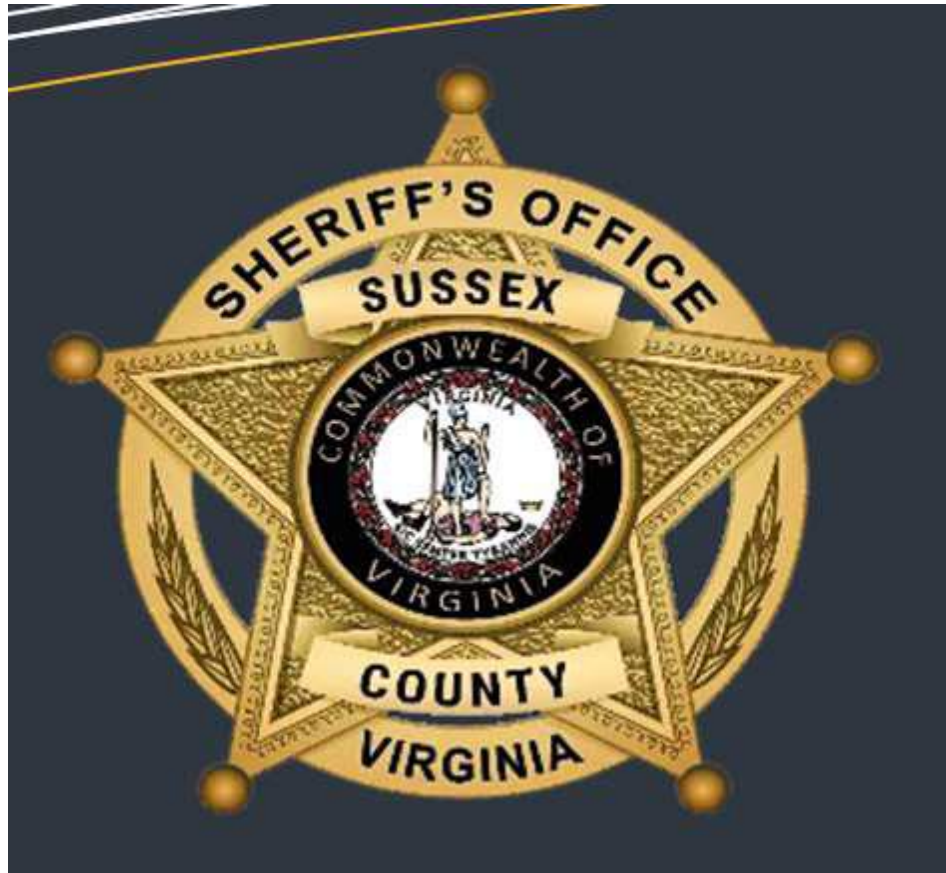
Planning & Zoning

- *No Planning Commission meeting was held in the month of January or February.*
- *Seven (7) Zoning Applications were reviewed and approved for January: two (2) for Zoning Compliance (Business License), one (1) for pole barn/garage, one (1) for single-wide manufactured home and (3) for a home occupation.*
- *Eighteen (18) Zoning Applications were reviewed and approved for February: Five (5) for a single family dwelling, seven (7) for a Home Occupation, one (1) for a sign, and five (5) for the RNG pipeline.*
- *Four (4) new address assignments were issued for new residential construction on Beaver Dam Road, Railroad Bed Road, and Shands Road for February.*

Erosion & Sediment Control

- *Required Monthly Land Disturbance Reports to DEQ are up-to-date.*
- *One (1) Land Disturbance Application was approved for Waverly Align RNG Project- Pipeline.*
- *Five (5) E&S projects are active with inspections being made within a two-week period or after each significant rainfall event. Periodic inspections are also being done for Agreement in Lieu of an Erosion and Sediment Control Plan for single family dwellings.*

Sheriff's Department



March 16, 2023

Monthly Reports



Sheriff E.L. Giles, Sr.
Sussex County Sheriff's Office

"One Family, One Mission, One Goal"

Sussex County Sheriff's Office Monthly Report Month of February 2023

PATROL

CALLS FOR SERVICE	
Type:	Total:
Sheriff	1302
Fire	74
Rescue	220
Animal Control	102
Town of Wakefield	35
Traffic	655
TOTAL	2388

COURTS

Court:	Days of Court:
Circuit Court	6
General District	11
JDR Court	6

Court:	Judges:
Circuit Court	3
General District	4
JDR Court	3

P. O. Box 1326 Sussex, Virginia 23884
Telephone: 434-246-5000
Fax: 434-246-5714
Email: Egiles@susova.us

CIVIL

Type:	Total:
Subpoenas Served	288
Jury Summoned	76
Criminal Warrants	57
DMV Notices	0
Levies	0
TDO	0
ECO	0
Other Civil	129

Fines and Forfeitures	\$58,589.06
Sheriff's Fees	\$361.00
Courthouse Security	\$7,345.15

JAIL

During the month of February 2023, our average daily population was 29.11 inmates. The jail booked in 50 individuals during FEBRUARY.

The classification of these inmates as reported by the Commonwealth of Virginia's LIDS computer system is as follows:

Pre- Trial	32 inmates, having been confined a total of 523 days
Sentenced Misdemeanant	6 inmates, having been confined a total of 27 days
Sentenced Felons	6 inmates, having been confined a total of 167 days.
Others	4 inmates, convicted but not sentenced, etc.
Weekenders	0 inmates serving a misdemeanor sentence.

Transports of inmates for various reasons are listed below:

Court / Jail	18
Medical	0
Juvenile	2
Road Crew	0
TDO (Mental)	0
TOTAL	20



**“ONE FAMILY, ONE MISSION,
ONE GOAL”**

Sheriff E. L. Giles, Sr.
Sussex County Sheriff's Office
P. O. Box 1326
Sussex, Virginia 23884

Telephone 434-246-5000
Fax 434-246-5714
www.sussexsheriffva.com
Email egiles@susova.us

**Sussex County Sheriff's Office Monthly Report
Month of January 2023**

PATROL

CALLS FOR SERVICE	
Type:	Total:
Sheriff	1366
Fire	44
Rescue	232
Animal Control	68
Town of Wakefield	21
Traffic	640
TOTAL	2371

COURTS

Court:	Days of Court:
Circuit Court	8
General District	11
JDR Court	4

Court:	Judges:
Circuit Court	3
General District	4
JDR Court	2

CIVIL

Type:	Total:
Subpoenas Served	228
Jury Summoned	0
Criminal Warrants	48
DMV Notices	0
Levies	0
TDO	0
ECO	0
Other Civil	111

Fines and Forfeitures	\$73,102.11
Sheriff's Fees	\$75.00
Courthouse Security	\$8,908.01

JAIL

During the month of January 2023, our average daily population was 28.26 inmates. The jail booked in 25 individuals during January 2023.

The classification of these inmates as reported by the Commonwealth of Virginia's LIDS computer system is as follows:

Pre- Trial	37 inmates, having been confined a total of 551 days
Sentenced Misdemeanant	5 inmates, having been confined a total of 36 days
Sentenced Felons	9 inmates, having been confined a total of 187 days.
Others	6 inmates, convicted but not sentenced, etc.
Weekenders	0 inmates serving a misdemeanor sentence.

Transports of inmates for various reasons are listed below:

Court / Jail	16
Medical	2
Juvenile	4
Road Crew	0
TDO (Mental)	2
TOTAL	24

BOARD ACTION FORM

Agenda Item: Consent Agenda Item #2.05

Subject: Victim Witness Memorandum of Understanding (MOU)

Board Meeting Date: March 16 2023

=====

Summary: The Commonwealth’s Attorney Office has worked with the Virginia Department of Criminal Justice Services (DCJS) to develop a Memorandum of Understanding (MOU) for the administration of Sussex County’s Victim/Witness Assistance Program. While county administration is the designated grant recipient for this state grant-funded program, the Board of Supervisors has delegated administration to the Commonwealth’s Attorney. This MOU addresses procurement/financial and other operational areas and was recommended by DCJS in a recent program audit. The County Attorney reviewed and made some minor edits to the document.

A copy of this MOU signed by the Commonwealth’s Attorney and Victim/Witness Coordinator is included for approval and authorization of the County Administrator to execute.

Recommendation: Staff recommends request for approval and authorization of the County Administrator to execute MOU between Sussex County and the Commonwealth’s Attorney Office for the administration of the Victim/Witness Assistance Program, to address procurement/financial and other operational areas.

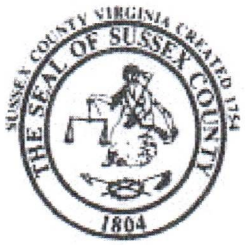
Attachment: MOU document

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REQUESTED ACTION: That the Board approves and authorizes the County Administrator to execute MOU between Sussex County and the Commonwealth’s Attorney Office for administration of the county Victim/Witness Assistance Program.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Futrell	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
			S. White (Tie Breaker)	___	___



COMMONWEALTH OF VIRGINIA
COUNTY OF SUSSEX
OFFICE OF THE COMMONWEALTH'S ATTORNEY



VINCENT L. ROBERTSON,
SR.
COMMONWEALTH'S
ATTORNEY

DANTE J. WRIGHT
ASSISTANT
COMMONWEALTH'S
ATTORNEY

REGINA SYKES
CHIEF DEPUTY
COMMONWEALTH'S
ATTORNEY

KELLI WYATT
VICTIM/WITNESS
DIRECTOR

**MEMORANDUM OF UNDERSTANDING
BETWEEN SUSSEX COUNTY COMMONWEALTH'S
ATTORNEY'S OFFICE AND SUSSEX
COUNTY VICTIM WITNESS DEPARTMENT**

I. PURPOSE

The purpose of the Memorandum of Understanding ("MOU") is to provide a cooperative framework for the parties. All parties consider it essential to the Sussex County Commonwealth's Attorney's Office ("CAO") to establish policies between this office, Sussex County and the Sussex County Victim Witness Department ("VWD"). The implementation of such policies and procedures will ensure the VWD practices are consistent and predictable resulting in the equitable resolution and prosecution of criminal cases. These procedures are also designed to encourage the cooperation of victims with prosecution, law enforcement, and the criminal justice process. This agreement broadly defines the services which will be provided by each agency.

II. PARTIES

This MOU is hereby established between the following parties: 1. Sussex County 2. Sussex County Commonwealth's Attorney's Office; and 3. Sussex County Victim Witness Department. Sussex County serves as the grant monitor for the VWD. The VWD is an employee of the County, subject to the policies stated in the Sussex County Human Resource's Manual. The VWD shall be under the day to day supervision of the CAO, and as such, the CAO Handbook shall also apply to the VWD. In the event of a conflict between the County's Human Resources Manual and the CAO Handbook, the County's human resources policy shall control. Both policies are hereby incorporated by reference. Any formal employee discipline of the VWD must be administered according to the County's policies, and the VWD shall have grievance rights and all other benefits applicable to County employees.

III. GOALS & OBJECTIVES

The goal of the MOU is to establish a robust collaborative working partnership and effort that fosters and promotes services and resources consistent with the applicable laws and regulations to support our respective missions. CAO will comply with the intent of the Crime Victim and Witness Rights Act (See §19.2-11.01 et seq.) by providing services described below. However, in accordance with §19.2-11.01C of the Code of Virginia, no liability or cause of action shall arise from the failure of the CAO and/or its

members to ensure that victims and witnesses receive such services or from the failure of victims or witnesses to receive any such services.

We recognize the dual goals of safeguarding the privacy of our victims and citizens while upholding our obligation to seeking justice and promoting public safety. To accomplish these goals, the parties agree as follows:

1. **Confidentiality**: It is imperative that no information regarding any case, defendant, victim or witness should be given to the public or press without prior authorization from the Commonwealth's Attorney ("CA"). If VWD receives a request for information, please refer them to the CA. VWD agrees to maintain the confidentiality and attorney privilege of all information/documentation including email transmissions and verbal communications received by VWD from the CAO related to the prosecution of the criminal case. Further, VWD shall be responsible for the internal security and safekeeping of such confidential information. The VWD may not discuss or disclose any of this confidential information/documentation in any manner at any time with any person not entitled to have access. This shall include but not be limited to: family members, spouse, friends, fellow employees not involved in the case, etc. If at any time there are questions about who may have access to such information, seek clarification from the CA.
2. **Court appearances**: Except for Term Day, the Victim Witness Director or a representative from the VWD should always be available to attend circuit court. Attendance in General District Court and Juvenile and Domestic Relations Court is contingent based upon the nature and case type. When attending general district or juvenile and domestic relations court for a matter not involving the CAO, please advise the CA, in advance, of the victim and/or witness VWD are assisting and/or monitoring.
3. **Work Hours & Leave**: Normal business hours for the CAO are from 9:00 a.m. to 5:00 p.m. VWD will be expected to work the same hours. We are generally flexible about vacation, comp, and sick time but to the extent possible, any time away from the Office during normal business hours must be approved in advance. There will be times the VWD will attend forensic interviews at the Child Advocacy Center or other like facilities, please advise the CA of those scheduled meetings. Leave related to sickness, personal time, appointments, vacation or FMLA is subject to the Sussex County Human Resource's Manual and CAO Handbook.
4. **Scheduling & Attending Meetings**: VWD agrees to schedule and attend meetings between victims/witnesses of crimes and the CAO.
5. **Notification to Victims**: Correspondence should be sent by VWD, to victims notifying them of their case, their rights under the Crime Victim and Witness Rights Act ("Victims' Bill of Rights") under Va. Code § 19.2-11.01, the function of the VWD, the prosecution process and how to contact the to discuss their upcoming matters. Copies should be forwarded to the CAO for digital filing.

6. **Point of Contact:** VWD agrees to serve as the central point of contact for a victim/witness of a crime served by the CAO as to the status of a criminal case and provide logistical information.
7. **Paperwork:** The CAO will instruct its staff to give VWD copies of all new warrants, protective orders and Criminal Complaints sworn out by a citizen(s) rather than law enforcement.
8. **Contact Information:** VWD should assist the CA's office in obtaining addresses and telephone numbers of victims and witnesses, when requested.
9. **Disposition Letters:** Disposition letters should be sent by VWD to every victim after Circuit Court. These letters should be prepared, filed digitally with the CAO and sent to the victim (via mail, email or fax) no later than seven (7) business days after the final disposition in Circuit Court. The victim should be informed of their rights to be notified of a perpetrator's release from custody, and registering with the Virginia Statewide VINE (Victim Information and Notification Everyday) System or other similar electronic or automated system.
10. **Preparation of Victim Impact Statements:** VWD will inform and coordinate with victims the preparation of a Victim Impact Statement, including determination of restitution, if any, in Circuit Court and Juvenile and Domestic Relations District Court cases, if requested. VWD will be responsible for the filing of Victim Impact Statement(s) pursuant to Va Code §§ 19.2-299.1 and 16.1-273. VWD will apprise the CAO should a crime victim elect to testify at the sentencing hearing under Va Code §§ 19.2-264.4 and 19.2-295.3.
11. **Restitution:**
 - a. **Amounts & Contact Information:** VWD will be responsible for obtaining restitution information (i.e., amount and contact information of owner or victim due restitution) prior to the case's trial date in Circuit Court. To the extent possible, VWD should also obtain this information for the General District Courts. The Restitution information should be in writing and made a part of the case file. A Restitution worksheet should be prepared for the CAO and made a part of the file in order to be presented at the trial date.
 - b. **Monitor Payments:** VWD should maintain a system to monitor restitution payments.
 - c. **Show Cause:** The CAO's policy is to request a Show Cause after six months of nonpayment of restitution. VWD will be responsible for requesting the CA, by letter or email, to request a Show Cause in those cases in which restitution is not being paid on a regular basis or in accordance with the six-month rule. Additionally, VWD will be responsible for providing victim's current name and address to the circuit court clerk and district court clerk, when appropriate, for payment of restitution.

12. **Crime Victim's Compensation Fund:** Assist all victims/witnesses of crimes being served by the CAO, when applicable, in applying for Crime Victim's Compensation Fund and other available assistance or services, such as social services.
13. **Grant Authority:** The Victims of Crime Act of 1984 (VOCA) authorizes the Office for Victims of Crime (OVC) to provide an annual formula grant from the Crime Victims Fund to each State and eligible territory for the purpose of providing assistance to victims of crime. These annual Victim Assistance Program formula grants are used by the States to provide financial support to eligible crime victim assistance programs. *See, 42 U.S.C. 10603.* VOCA authorizes the Director of the VWD to make an annual grant to the chief executive of each State for the financial support of eligible crime victim assistance programs.

Allowable Direct Services Costs under § 28 C.F.R. 94-119 Direct services for which VOCA funds may be used include, but are not limited to, the following:

- a. **Immediate emotional, psychological, and physical health and safety**—Services that respond to immediate needs (other than medical care, except as allowed under paragraph (a)(9) of this section) of crime victims, including, but not limited to: (1) Crisis intervention services; (2) Accompanying victims to hospitals for medical examinations; (3) Hotline counseling; (4) Safety planning; (5) Emergency food, shelter, clothing, and transportation; (6) Short-term (up to 45 days) in-home care and supervision services for children and adults who remain in their own homes when the offender/caregiver is removed; (7) Short-term (up to 45 days) nursing-home, adult foster care, or group-home placement for adults for whom no other safe, short-term residence is available; (8) Window, door, or lock replacement or repair, and other repairs necessary to ensure a victim's safety; (9) Costs of the following, on an emergency basis (*i.e.*, when the State's compensation program, the victim's (or in the case of a minor child, the victim's parent's or guardian's) health insurance plan, Medicaid, or other health care funding source, is not reasonably expected to be available quickly enough to meet the emergency needs of a victim (typically within 48 hours of the crime): Non-prescription and prescription medicine, prophylactic or other treatment to prevent HIV/AIDS infection or other infectious disease, durable medical equipment (such as wheel-chairs, crutches, hearing aids, eyeglasses), and other healthcare items are allowed; and (10) Emergency legal assistance, such as for filing for restraining or protective orders, and obtaining emergency custody orders and visitation rights;
- b. **Personal advocacy and emotional support**—Personal advocacy and emotional support, including, but not limited to: (1) Working with a victim to assess the impact of the crime; (2) Identification of victim's needs; (3) Case management; (4) Management of practical problems created by the victimization; (5) Identification of resources available to the victim; (6) Provision of information, referrals, advocacy, and follow-up contact for continued services, as needed; and (7) Traditional, cultural, and/or alternative therapy/healing (*e.g.*, art therapy, yoga);

- c. **Mental health counseling and care**—Mental health counseling and care, including, but not limited to, out-patient therapy/counseling (including, but not limited to, substance-abuse treatment so long as the treatment is directly related to the victimization) provided by a person who meets professional standards to provide these services in the jurisdiction in which the care is administered;
- d. **Peer-support**—Peer-support, including, but not limited to, activities that provide opportunities for victims to meet other victims, share experiences, and provide self-help, information, and emotional support;
- e. **Facilitation of participation in criminal justice and other public proceedings arising from the crime**—The provision of services and payment of costs that help victims participate in the criminal justice system and in other public proceedings arising from the crime (*e.g.*, juvenile justice hearings, civil commitment proceedings), including, but not limited to: (1) Advocacy on behalf of a victim; (2) Accompanying a victim to offices and court; (3) Transportation, meals, and lodging to allow a victim who is not a witness to participate in a proceeding; (4) Interpreting for a non-witness victim who is deaf or hard of hearing, or with limited English proficiency; (5) Providing child care and respite care to enable a victim who is a caregiver to attend activities related to the proceeding; (6) Notification to victims regarding key proceeding dates (*e.g.*, trial dates, case disposition, incarceration, and parole hearings); (7) Assistance with Victim Impact Statements; (8) Assistance in recovering property that was retained as evidence; and (9) Assistance with restitution advocacy on behalf of crime victims.
- f. **Legal assistance**—Legal assistance services (including, but not limited to, those provided on an emergency basis), where reasonable and where the need for such services arises as a direct result of the victimization. Such services include, but are not limited to: (1) Those (other than criminal defense) that help victims assert their rights as victims in a criminal proceeding directly related to the victimization, or otherwise protect their safety, privacy, or other interests as victims in such a proceeding; (2) Motions to vacate or expunge a conviction, or similar actions, where the jurisdiction permits such a legal action based on a person's being a crime victim; and (3) Those actions (other than tort actions) that, in the civil context, are reasonably necessary as a direct result of the victimization;
- g. **Forensic medical evidence collection examinations**—Forensic medical evidence collection examinations for victims to the extent that other funding sources such as State appropriations are insufficient. Forensic medical evidence collection examiners are encouraged to follow relevant guidelines or protocols issued by the State or local jurisdiction. Sub-recipients are encouraged to provide appropriate crisis counseling and/or other types of victim services that are offered to the victim in conjunction with the examination. Sub-recipients are also encouraged to use specially trained examiners such as Sexual Assault Nurse Examiners;

- h. **Forensic interviews**—Forensic interviews, with the following parameters:(1) Results of the interview will be used not only for law enforcement and prosecution purposes, but also for identification of needs such as social services, personal advocacy, case management, substance abuse treatment, and mental health services; (2) Interviews are conducted in the context of a multi-disciplinary investigation and diagnostic team, or in a specialized setting such as a child advocacy center; and (3) The interviewer is trained to conduct forensic interviews appropriate to the developmental age and abilities of children, or the developmental, cognitive, and physical or communication disabilities presented by adults.
 - i. **Transportation**—Transportation of victims to receive services and to participate in criminal justice proceedings;
 - j. **Public awareness**—Public awareness and education presentations (including, but not limited to, the development of presentation materials, brochures, newspaper notices, and public service announcements) in schools, community centers, and other public forums that are designed to inform crime victims of specific rights and services and provide them with (or refer them to) services and assistance.
 - k. **Transitional housing**—Subject to any restrictions on amount, length of time, and eligible crimes, set by the State Administering Agency (“SAA”), transitional housing for victims (generally, those who have a particular need for such housing, and who cannot safely return to their previous housing, due to the circumstances of their victimization), including, but not limited to, travel, rental assistance, security deposits, utilities, and other costs incidental to the relocation to such housing, as well as voluntary support services such as childcare and counseling; and
 - l. **Relocation**—Subject to any restrictions on amount, length of time, and eligible crimes, set by the SAA, relocation of victims (generally, where necessary for the safety and well-being of a victim), including, but not limited to, reasonable moving expenses, security deposits on housing, rental expenses, and utility startup costs.
14. **Financial Reports & Invoices**: VWD obtains a current trial balance sheet from the County. The Director enters a claim in the Online Grant Management System (“OGMS”). A copy of the claim is provided to the County and the CAO. VWD will also provide to the Director of Finance a claim breakdown that matches the County’s accounting software with the grant budget functions. The claim is approved via a claim’s certification sheet authorized by the County prior to the submission of the claim to Department of Criminal Justice System (“DCJS”) for reimbursement to the County for the funds disbursed. Invoices generated from expenses incurred by VWD are submitted to the County’s Finance Department. The Invoices are stamped, coded by their respective expenditure line and endorsed by the department head before submission.


- a. **Emergency Witness Expense Line**: The allowable direct services costs are allocated from this expenditure line provided by the County that is reimbursed by DCJS.
15. **Allowable Administrative Costs**: Allowable Administrative Costs under § 94.121 include, but are not limited to, the following:
- a. **Personnel costs**—Personnel costs that are directly related to providing direct services and supporting activities, such as staff and coordinator salaries expenses (including fringe benefits), and a prorated share of liability insurance;
 - b. **Skills training for staff**—Training exclusively for developing the skills of direct service providers, including paid staff and volunteers (both VOCA-funded and not), so that they are better able to offer quality direct services, including, but not limited to, manuals, books, videoconferencing, electronic training resources, and other materials and resources relating to such training.
 - c. **Training-related travel**—Training-related costs such as travel (in-State, regional, and national), meals, lodging, and registration fees for paid direct-service staff (both VOCA-funded and not);
 - d. **Organizational Expenses**—Organizational expenses that are necessary and essential to providing direct services and other allowable victim services;
 - e. **Equipment and furniture**—Expenses of procuring furniture and equipment that facilitate the delivery of direct services (*e.g.*, mobile communication devices, telephones, braille and TTY/TDD equipment, computers and printers, beepers, video cameras and recorders for documenting and reviewing interviews with children, two-way mirrors, colposcopies, digital cameras, and equipment and furniture for shelters, work spaces, victim waiting rooms, and children's play areas), except that the VOCA grant may be charged only the prorated share of an item that is not used exclusively for victim-related activities;
 - f. **Operating costs**—Operating costs include but are not limited to: (1) Supplies; (2) Equipment use fees; (3) Property insurance; (4) Printing, photocopying, and postage; (5) Courier service; (6) Brochures that describe available services; (7) Books and other victim-related materials; (8) Computer backup files/tapes and storage; (9) Security systems; (10) Design and maintenance of Web sites and social media; and (11) Essential communication services, such as web hosts and mobile device services.
 - g. **VOCA administrative time**—Costs of administrative time spent performing the following: (1) Completing VOCA-required time and attendance sheets and programmatic documentation, reports, and statistics; (2) Collecting and maintaining crime victims' records; (3) Conducting victim satisfaction surveys and needs assessments to improve victim services delivery in the project; and (4) Funding the prorated share of audit costs.

- h. **Leasing or purchasing vehicles**—Costs of leasing or purchasing vehicles, as determined by the SAA after considering, at a minimum, if the vehicle is essential to the provision of direct services;
 - i. **Maintenance, repair, or replacement of essential items**—Costs of maintenance, repair, and replacement of items that contribute to maintenance of a healthy or safe environment for crime victims (such as a furnace in a shelter; and routine maintenance, repair costs, and automobile insurance for leased vehicles), as determined by the SAA after considering, at a minimum, if other sources of funding are available; and
 - j. **Project evaluation**—Costs of evaluations of specific projects (in order to determine their effectiveness), within the limits set by SAAs.
16. **Courtroom Assistance**: VWD agrees to inform victims/witnesses of their right to services of an interpreter, a separate waiting area (where available), confidentiality of their contact information and a closed preliminary hearing, if eligible, under Va Code §18.2-67.8.
 17. **Return of Property**: VWD agrees to assist in facilitating the return of property held by law enforcement agencies for evidentiary purposes to all victims/witnesses of crimes being served by the CAO.
 18. **Subpoenas** – VWD will be responsible for checking service returns on subpoenas for victims and witness for Circuit Court cases. For jury trials, VWD will be responsible for checking service on subpoenas no later than five (5) days before the trial date. When requested by the CA or an attorney at the CAO, VWD may also be required to check subpoenas for cases in the general district courts. VWD will inform the CAO of any returned or unserved subpoenas and assist in getting an updated address or contact information for the victim or witness.
 19. **Quarterly reports**: VWD is to provide the CA a copy of their quarterly report sent to DCJS.
 20. **Continuances**: To the extent possible, and as soon as possible, VWD should advise all victims and witnesses of any continuances and the next court date.
 21. **Travel Reimbursements**: Eligible victims and witnesses should have their travel reimbursed by the VWD for Circuit Court. Upon request, victims and witnesses in the General District Courts should have their travel reimbursed by the VWD. Receipts and other supporting documentation should be provided by the requestor.
 22. **Correspondence**: The CA should be copied on all pertinent communications with victims and witnesses and the VWD. This includes, but not limited to, letters to victims, injuries compensation fund, etc. The CA should be copied on all correspondence related to budget matters and expenditures to the County by VWD.

23. **Victim Witness Department Staff:** The CAO shall authorize the VWD to assign a staff member(s) or intern(s) to provide services to CAO to the extent the request does not entirely deplete the resources of available to the VWD to respond and provide services to victims/witnesses of crimes charged in the County. The VWD agrees to notify the CA of any staff changes with the VWD.
24. **Communication Between the Parties:** The CA and staff shall communicate with the VWD on a regular basis to provide information and updates on criminal cases to assist the VWD in providing services and resources.
25. **Termination:** Either party upon thirty (30) day written notice may terminate this MOU, without cause, which Notice shall be delivered by hand or certified mail to the address listed below.
26. **Indemnification:** Each party to this MOU shall assume the risk of liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
27. **Severability:** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
28. **Sovereign Immunity:** The parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

All parties to this MOU understand and agree to each of its provisions. I certify that I am a duly authorized representative of the entity indicated below and have the authority to sign this MOU on behalf of my agency and obligate it accordingly.

SUSSEX COUNTY COMMONWEALTH'S ATTORNEY'S OFFICE:



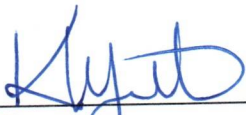
 Signature

2/21/2023

 Date

Name: VINCENT ROBERTSON, SR.
 Title: COMMONWEALTH'S ATTORNEY

SUSSEX COUNTY VICTIM WITNESS DEPARTMENT:



 Signature

2/21/2023

 Date

Name: Kelli Wyatt

Title: Director, Victim Witness Assistance Program

SUSSEX COUNTY:

Signature

Date

Name:

Title:

20209 THORNTON SQUARE, P.O. BOX 1347, SUSSEX, VIRGINIA 23884
Phone: (434) 246-1020 Fax: (434) 246-2630 Victim/Witness (434) 246-1085

BOARD ACTION FORM

Agenda Item: Consent Agenda Item #2.06

Subject: Multistate Opioid Settlements (Teva, Allergan, Walmart, CVS & Walgreens)

Board Meeting Date: March 16 2023

=====

Summary: Administration was informed that the multistate opioid settlements have recently been reached with opioid manufacturers Teva and Allergan, and retail pharmacy chains Walmart, CVS, and Walgreens. Included for your consideration is a draft resolution for the Board’s approval of Sussex County’s participation in the settlements and authorization of a responsible official (County Administrator) to complete, sign, and submit the participation forms. The deadline for submission is April 18, 2023.

Recommendation: That Board approves the attached resolution for participation in this multistate opioid settlement and authorizes the County Administrator to complete, sign and submit the participation forms.

Attachment: Resolution of Approval of Settlements with Teva, Allergan, Walmart, CVS and Walgreen

=====

REQUESTED ACTION: That Board approves the attached resolution of approval for participation in the multistate opioid settlements and authorizes the County Administrator to complete, sign and submit the participation forms.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Futrell	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
			S. White (Tie Breaker)	___	___

RESOLUTION #23-23C

A RESOLUTION OF THE SUSSEX BOARD OF SUPERVISORS APPROVING OF THE COUNTY'S PARTICIPATION IN THE PROPOSED SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST TEVA, ALLERGAN, WALMART, WALGREENS, CVS, AND THEIR RELATED CORPORATE ENTITIES, AND DIRECTING THE COUNTY ATTORNEY AND COUNTY ADMINISTRATOR TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE COUNTY'S PARTICIPATION IN THE SETTLEMENTS

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its counties and cities, including the County of Sussex, by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by Sussex's various departments and agencies; and

WHEREAS, the Commonwealth of Virginia and its counties and cities, including Sussex, have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and Sussex County; and

WHEREAS, settlement proposals have been negotiated that will cause Teva, Allergan, Walmart, Walgreens, and CVS to pay billions of dollars nationwide to resolve opioid-related claims against them; and

WHEREAS, the County has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the "Virginia MOU"), and affirms that these pending settlements with Teva, Allergan, Walmart, CVS, and Walgreens shall be considered "Settlements" that are subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, and opioid manufacturer Janssen Pharmaceuticals; and

WHEREAS, the County Attorney has reviewed the available information about the proposed settlements and has recommended that the County participate in the settlements in order to recover its share of the funds that the settlement would provide;

NOW THEREFORE BE IT RESOLVED that the Sussex Board of Supervisors, this _____ day of _____ 2023, approves of the County's participation in the proposed settlement of opioid-related claims against Teva, Allergan, Walmart, Walgreens, CVS, and their related corporate entities, and directs the County Attorney and the County Administrator to execute the documents necessary to effectuate the County's participation in the settlements, including the required release of claims against settling entities.

ADOPTED this _____ day of _____, 2023.

ATTEST

APPROVED

Shilton R. Butts, Clerk

Wayne Jones, Chairman

BOARD ACTION FORM

Agenda Item: Consent Agenda Item #2.07

Subject: Rural Rustic Resolution for Glyndon and Carver Lanes

Board Meeting Date: March 16 2023

=====

Summary: Attached for your consideration is a resolution designating Glyndon Lane and Carver Lanes in Wakefield as Rural Rustic Roads. At the December regular meeting the Board of Supervisors certified necessary right-of-way and transferred these roads to VDOT, and paving is scheduled to begin Spring 2023. Adoption of this resolution is the final step necessary in the pre-paving process, and designation as a Rural Rustic Road (similar to most rural roads in the county) will allow paving within existing limited right-of-way, ditch lines, etc.

Recommendation: Staff recommends approval of the Rural Rustic Road designation for Glyndon and Carver Lanes

Attachment: Resolution

=====

ACTION: That the Board approves the Resolution for the Rural Rustic Road designation for Glyndon and Carver Lanes

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Futrell	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
			White (Tie Breaker)	___	___

The Board of Supervisors of Sussex County, Virginia, in regular session on the 16th day of March, 2023, adopted the following:

RESOLUTION #23-23D

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

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

WHEREAS, the Board of Supervisors of Sussex County, Virginia (“Board”) desires to consider whether the following roadways:

<u>STATE ROUTE</u>	<u>NAME</u>	<u>FROM</u>	<u>TO</u>
742	Glyndon Lane	705	743
743	Carver Lane	742	Dear End

should be designated as a Rural Rustic Road; and

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

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

WHEREAS, these roads are in the Board’s six-year plan for improvements to the secondary system of state highways.

NOW, THEREFORE, BE IT RESOLVED, the Board hereby designates these roads as Rural Rustic Roads, and requests that the Resident Engineer for the Virginia Department of Transportation concur in this designation.

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

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Virginia Department of Transportation Resident Engineer.

Recorded Vote

A Copy Teste:

Moved By: _____

Seconded By: _____

Yeas: _____

Nays: _____

Signed: _____

Printed Name: _____

Title: _____

BOARD ACTION FORM

Agenda Item: Consent Agenda Item #2.08

Subject: March 23, 2023 BOS Budget Work Session for Big Ticket Items

Board Meeting Date: March 16 2023

=====

Summary: Due to a lack of quorum, the Thursday, March 2, 2023 Budget Work Session for Big Ticket items was cancelled. The Budget Work Session has been rescheduled to Thursday, March 23, 2023, for Big Ticket Items, to be followed by a general discussion of revenues and expenditures as originally scheduled.

The location of the meeting will be in the Social Services Conference room located at 20103 Princeton Road at 6:00 p.m.

Please advise if there are any changes.

Recommendation:

Attachment: Notice of Special (BWS) Meeting for March 23, 2023

=====

ACTION: That the Board approves March 23, 2023 BOS BWS for Big Ticket Items

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Futrell	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
			White (Tie Breaker)	___	___



**NOTICE OF SPECIAL MEETING OF THE
BOARD OF SUPERVISORS OF
SUSSEX COUNTY, VIRGINIA**

Pursuant to the Code of Sussex County, at Section 2-100, there will be a Special Meeting (Budget Work Session) of the Sussex County Board of Supervisors. The time and place of this Special Meeting is hereinafter stated, to-wit:

Date/Time of Meeting: Thursday, March 23, 2023 at 6:00 p.m.

Place of Meeting: Newsome Human Services Building
Social Services Conference Room
20103 Princeton Road
Sussex, Virginia 23884

Matter(s) to be considered:

Budget Work Session to discuss Department Heads FY24 “big ticket” requests for personnel, programmatic changes and/or Capital Improvements.

By: Sussex County Board of Supervisors

BOARD ACTION FORM

Agenda Item: Consent Agenda Item #2.09

Subject: March 30, 2023 BOS Budget Work Session for External Agencies

Board Meeting Date: March 16 2023

=====

Summary: Just a friendly reminder, a Budget Work Session has been scheduled for Thursday, March 30, 2023 for External Agencies.

The location of the meeting will be in the Social Services Conference room located at 20103 Princeton Road, Sussex, Virginia at 6:00 p.m.

Please advise if there are any changes.

Recommendation:

Attachment: Notice of Special (BWS) Meeting for March 30, 2023

=====

ACTION: That the Board approves March 30, 2023 BOS BWS for External Agencies

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Futrell	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
			White (Tie Breaker)	___	___



**NOTICE OF SPECIAL MEETING OF THE
BOARD OF SUPERVISORS OF
SUSSEX COUNTY, VIRGINIA**

Pursuant to the Code of Sussex County, at Section 2-100, there will be a Special Meeting (Budget Work Session) of the Sussex County Board of Supervisors. The time and place of this Special Meeting is hereinafter stated, to-wit:

Date/Time of Meeting: Thursday, March 30, 2023 at 6:00 p.m.

Place of Meeting: Newsome Human Services Building
Social Services Conference Room
20103 Princeton Road
Sussex, Virginia 23884

Matter(s) to be considered:

Budget Work Session to discuss request for external agencies.

By: Sussex County Board of Supervisors

BOARD ACTION FORM

Agenda Item: Consent Agenda Item #2.10

Subject: CAS Severn Maintenance Agreement & Budget Amendment

Board Meeting Date: March 16 2023

=====

Summary: Ms. Deste Cox, Treasurer, is requesting the Board approve the IBM Power8 Hardware and Software Maintenance and Support agreement, and appropriate \$4,653.48 from Reserves for the associated cost. This is a one- year agreement commencing March 19, 2023.

The IBM Power8 is the processing machine that houses the County’s accounting software.

Ms. Cox will present a request for the FYE24 budget to upgrade to the IBM Power10 system, as IBM will no longer support the Power8 after March of 2024. CAS Severn has agreed to credit the balance of this Maintenance agreement to the purchase of the Power10, should the County purchase prior to March 2024.

Recommendation: That Board approves the IBM Power8 Hardware and Software Maintenance and Support Agreement, as well as Resolution #23-23J Budget Amendment to appropriate funds to the Treasurer’s office for Maintenance Contract, in the amount of \$4,653.48 from Reserves for the associated cost for the one year agreement.

Attachments: CAS Severn Power8 Maintenance Agreement, Ms. Cox’s letter, dated March 7, 2023 IBM Power8 Hardware and Software Maintenance/Support; and Resolution #23-23J.

=====

REQUESTED ACTION: That Board approves the IBM Power8 Hardware and Software Maintenance and Support Agreement, as well as Resolution #23-23J Budget Amendment to appropriate funds to the Treasurer’s office for Maintenance Contract, in the amount of \$4,653.48 from Reserves for the associated cost for the one year agreement.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Futrell	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
			S. White (Tie Breaker)	___	___

CUSTOMER AGREEMENT

Prepared Date January 17, 2023
 Mktg. Rep. Kathy Evans

This Agreement is made and entered into effective the date set forth below by and between CAS Severn, Inc., hereinafter referred to as 'CAS,' with its principal place of business at 6201 Chevy Chase Drive, Laurel, MD 20707-2916, and:

Sussex County
 15074 Courthouse Road
 Sussex, VA 23884

hereinafter referred to as "Customer."

In consideration of the Total Purchase Price agreed to be paid by the customer to CAS, and subject to the full terms and conditions of this Agreement, CAS, by its acceptance of this Agreement as indicated by the signatures set forth below, agrees to sell to the Customer, and the Customer agrees to purchase from CAS the following equipment hereinafter referred to as the "System."

Item #	Quantity	Equipment Model & Description	Unit Price	Price
1	1	IBM Power8 8286-41A SN# 68C3X/3580-H6S Tape Drive SN# 95RT712 Hardware and Software Maintenance and Support	\$4,653.48	\$4,653.48

Term: One Year

Commencement Date: 3-19-23

System Price	\$4,653.48
Tax	N/A
Shipping	N/A
Insurance	Included
Total Purchase Price	\$4,653.48
Retainer	Waived
Balance Due*	\$4,653.48

*Balance due upon receipt. Subject to increase if the renewal is processed after 3/19/23. This purchase is not intended to be acquired through CAS Severn's GSA Contract.

Accepted by:
CAS Severn, Inc.

Sussex County

Client Name

By

 Authorized Signature

By

 Authorized Signature

Steve Drew

 Name (Type or Print)

 Name (Type or Print)

President

 Title (Type or Print)

 Title (Type or Print)

 Date (Type or Print)

 Date (Type or Print)

SEE BELOW FOR ADDITIONAL TERMS AND CONDITIONS

1. **Customer Responsibility:** The Customer hereby agrees to accept responsibility for the selection, use of, and intended results to be obtained from the System and acknowledges that it has not relied upon CAS in making such decisions.
2. **PAYMENT:** Immediately upon receipt of CAS' shipment to Customer of any component or part of the System, the total amount of the purchase price, taxes, shipping and insurance charges applicable to such component(s) or part(s), prorated on the basis of the ratio of the price of the component installed to the total system price, less any applicable deposit, shall be due and payable via either check, bank transfer, or signing of the lease customer acceptance form. Components of the System shall be deemed to be installed on the date of delivery of such component to the Customer's designated address. All taxes payable with respect to the System shall be paid by the Customer. CAS shall submit to the Customer invoices for all due and payable charges. Customer agrees to pay all invoices, in full, within the time period stated on the invoice, to the Remit To Party on the invoice. If payment in full for any invoice is not received by CAS or the Remit To Party, on or before the due date, Customer agrees to pay interest computed at the rate of one and one-half (1 1/2%) percent per month on the unpaid amount of the invoice from the due date until receipt of payment in full, plus all costs of collection, including reasonable attorney's fee if collected by or through the efforts of an attorney-at-law. Customer shall pay all price increases for System passed along to CAS by the manufacturer through the date upon which such System is shipped to Customer.
3. **TITLE AND SECURITY INTEREST:** To secure payment of the purchase price and all amounts due or to become due to CAS, CAS reserves and Customer grants to CAS a purchase money security interest in the System and Customer agrees and grants to CAS a security interest in any substitutions, replacements and additions to the System and any proceeds of the System. Customer agrees to execute and deliver, at CAS' request, any financing statement or other instrument or document presented by CAS to the Customer in order to complete, perfect or continue CAS' security interest in the System. The Customer shall keep the System at the address shown on the front page of this agreement and shall allow CAS to inspect the System at any reasonable time until the Grand Total Purchase Price is fully paid by the Customer to CAS. Nothing stated herein shall be deemed to extend the date on which any required payment of the purchase price is due and payable by the Customer to CAS. The Customer assumes full risk of loss or damage to the System upon Manufacturer's or CAS' delivery to a common carrier of the System, or any part or component of the System, to a common carrier. The security interest granted to CAS shall terminate at such time as the Total Purchase Price has been paid in full by the Customer to CAS. If the Customer fails to pay any required payment of the purchase price when due and owing, CAS may, at its discretion and at any time, with or without giving prior notice to the Customer, and without incurring liability to the Customer (i) terminate this Agreement and repossess the System, or (ii) maintain this Agreement in effect and pursue any legal course of action available to CAS to recover the unpaid portion of the Grand Total Purchase Price.
4. **SYSTEM SOFTWARE:** Any software provided by the manufacturer of the System, hereinafter called 'System Software', is provided to the Customer only in accordance with the manufacturer's stated terms and conditions for the licensing of the System Software. If the System comprises any System Software, Customer accepts an assignment of a license to use such System Software and Customer agrees that the System Software is the property of the manufacturer. Customer further agrees to be bound by, and to comply with, any and all policies, procedures, requirements and limitations imposed by the manufacturer with respect to the System Software. CAS makes no representation, warranties or agreements with respect to the enforceability of the manufacturer's license.
5. **DELIVERY OF SYSTEM:** CAS agrees to provide for delivery of the System to the Customer at the Customer's address shown on the front page of this Agreement, provided that the Customer shall reimburse CAS for all freight and freight insurance charges. CAS shall select the carrier for delivery of the System to the Customer. The Customer agrees that shipment of the System may be made in more than one delivery and that the System may be shipped directly from the manufacturer to the Customer. The Customer agrees to provide a suitable location for the System. CAS' ability to meet delivery schedules is dependent upon the availability of equipment from suppliers. The Customer agrees that CAS shall not be liable for its inability to meet requested schedules. All orders will be filled based on receipt of orders, however, CAS reserves the right to make partial shipments, and backorder the remainder. The Customer shall be responsible for the installation of the System.
6. **SUBSTITUTION OF EQUIPMENT:** In the event the manufacturer changes specifications for the System prior to installation, CAS reserves the right to substitute without additional charge an upgraded version of the System.
7. **CANCELLATION:** The System will be ordered from the manufacturer after this agreement is accepted and the Deposit is received by CAS. The customer will have the right to cancel or modify the System order providing such cancellation is received, in writing, by CAS, prior to delivery. If the order is canceled more than seven (7) days before the scheduled ship date of the System from the manufacturer, the Customer will pay CAS 10% of the System Price. If the order is canceled within seven (7) days of the scheduled ship date of the System from the manufacturer, the Customer will pay CAS 20% of the System Price plus any Shipping and Insurance charges incurred.
8. **WARRANTY:** The System is warranted by the manufacturer against defects in material and workmanship in accordance with the manufacturer's warranty terms and conditions. The Customer agrees to look solely to the manufacturer for compliance with the manufacturer's warranty and for any maintenance or repair of the System. CAS MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER REGARDING THE SYSTEM AND/OR THE SYSTEM SOFTWARE WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, WHICH CAS EXPRESSLY DISCLAIMS. CAS MAKES NO REPRESENTATION, COVENANT OR WARRANTY WITH RESPECT TO THE EXTENT OR ENFORCEABILITY OF THE MANUFACTURER'S WARRANTY SINCE THE MANUFACTURER IS NOT A PARTY TO THIS AGREEMENT.
9. **LIMITATION OF REMEDIES:** The Customer agrees that CAS' sole liability and the Customer's exclusive remedies for any failure of CAS to perform hereunder shall be as follows: (i) CAS shall have no liability whatsoever with respect to any claim for failure of the System or the System Software to perform as expected by the Customer or as warranted by the manufacturer, and Customer agrees to look solely to the manufacturer for maintenance and repair of the System and the System Software; (ii) CAS' entire liability for damages for CAS' failure to perform in accordance with the obligations of the Agreement, whether such damages arise from breach of contract or from a tortious act, including negligence, shall be limited to the lesser of (a) the Customer's actual damages or (b) that amount of the Total Purchase Price actually paid by the Customer to CAS; (iii) CAS shall have no liability for special or consequential damages or for any loss profits, exemplary or punitive damages, notwithstanding that CAS has been advised of the possibility of such damages and (iv) CAS shall not be responsible for any damages incurred by the Customer in connection with any cause that is beyond CAS' control.
10. **OTHER TERMS AND CONDITIONS:** (a) This Agreement shall become effective only upon its acceptance, which shall be evidenced by signature of a duly authorized officer of CAS where designated on the Agreement.
 - (b) This Agreement is not assignable by the Customer without the prior written consent of CAS and any attempted assignment of this Agreement without such consent shall be void.
 - (c) This Agreement may be amended only in writing expressly purporting to create an amendment to this Agreement and signed by Customer and CAS.

(d) This Agreement constitutes the entire statement of the terms and conditions between CAS and Customer with respect to the subject matter hereof, and no prior or contemporaneous statement or understanding, whether written or oral, shall be binding upon CAS or shall become a part of this Agreement.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

(f) In the event any paragraph, term or provision of this Agreement shall be deemed to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of any other provision of this Agreement, but this Agreement shall remain in full force and effect as if such illegal, invalid or unenforceable provision was not a part hereof.

(g) The failure of either party to enforce or exercise any right or remedy granted herein or by law shall not constitute a waiver of such right or remedy and shall not relieve the other party of any obligation to comply subsequently with the terms and provisions of the Agreement.

(h) Titles or captions of sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, prescribe, or extend the scope of this Agreement for the intent of any provision hereof.

(i) The law governing the enforcement of this Agreement shall be that of the State of Maryland. Any action commenced by any Party to enforce the terms of this Agreement must be brought in the United States District Court for the District of Maryland or the Circuit Court for Montgomery County, Maryland. The parties consent to the jurisdiction and venue of those Courts to enforce the terms of this Agreement. The parties expressly waive the right to a trial by jury.

(j) The pricing in this Agreement is based on special discounts from IBM which may be withdrawn at any time until the proposed IBM products are shipped. If IBM withdraws the special discounts, the pricing in the Agreement will change.



SUSSEX COUNTY

DESTE JARRATT COX
TREASURER
15074 COURTHOUSE ROAD

TREASURERS OFFICE
P O BOX 1399
SUSSEX, VA 23884

Phone (434) 246-1087

Fax (804) 246-2347

To: Sussex County Board of Supervisors

From: Deste J. Cox, Treasurer

Date: March 7, 2023

RE: IBM Power8 Hardware and Software Maintenance/Support

I am requesting that the Board approve the attached IBM Power8 Hardware and Software Maintenance and Support agreement, and appropriate \$4,653.48 from Reserves for the associated cost. This is a one- year agreement commencing 3/19/23.

The IBM Power8 is the processing machine that houses the County's accounting software. I will present a request for the FYE24 budget to upgrade to the IBM Power10 system, as IBM will no longer support the Power8 after March of 2024. CAS Severn has agreed to credit the balance of this Maintenance agreement to the purchase of the Power10, should the County purchase prior to March 2024.

**RESOLUTION #23-23H
FY23 BUDGT AMENDMENT**

BE IT RESOLVED by the Sussex County Board of Supervisors that the following budget amendment for the Treasurer’s Office be and hereby is made for the period of July 1, 2022 through June 30, 2023. This resolution will amend the budget to appropriate funds to the Treasurer’s Office for Maintenance Service Contract.

**FUND # 100
GENERAL FUND**

REVENUE

Fund 135 Local Reserves	<u>\$4,653.48</u>
Total	<u>\$4,653.48</u>

EXPENDITURE

Fund 100 Treasurer’s Office	<u>\$4,653.48</u>
Total	<u>\$4,653.48</u>

Adopted March 16, 2023

Wayne O. Jones, Chairman
Sussex County Board of Supervisors

ATTEST:

Shilton R. Butts, Clerk
Sussex County Board of Supervisors

BOARD ACTION FORM

Agenda Item: Consent Agenda Item #2.11

Subject: Waverly Solar Decommissioning Plans and Estimates

Board Meeting Date: March 16 2023

=====

Summary: As a condition of the approved CUP #2019-01, approval of the decommissioning plan is required by the Director of Planning (formerly the Department Community Development), the County Administrator and the Board of Supervisors. The decommissioning plan/estimate was prepared by Kimley-Horn and Associates engineering firm. Review of the plan/estimate was conducted by the County’s solar consultant, The Berkley Group, LLC, and were found to be adequate, include standard practice, and in compliance with condition #17.

Recommendation: Staff recommends approval.

Attachments: Waverly Solar Decommissioning Plan & Estimate- Phase I
Waverly Solar Decommissioning Plan & Estimate- Phase II
Waverly Solar Decommissioning Plan & Estimate- Phase III

=====

Action: That the Board approves the Waverly Solar Decommissioning Plans and Estimates

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Futrell	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
			S. White (Tie Breaker)	___	___



STAFF REPORT

Review of Waverly Solar Decommissioning Plan/Estimate
Board of Supervisors Meeting Date: March 16, 2023

DESCRIPTION:

Conditional Use Permit (CUP) #2019-01 for Waverly Solar, LLC was approved by the Board of Supervisors on March 21, 2019 to construct and operate a 118 megawatt solar energy facility in Sussex County. The CUP was subsequently amended on October 17, 2019 to add 650 acres to the project area and again on September 13, 2022 to rectify the removal of the pre-existing tree buffer.

As a condition of the approved CUP, approval of the decommissioning plan is required by the Director of Planning (formerly the Department Community Development), the County Administrator and the Board of Supervisors. Specifically condition #17 reads as follows:

17. The Applicant is required to obtain approval of a decommissioning plan from the Director of Community Development Department, the County Administrator, and the Board of Supervisors (not subject to a public hearing) prior to approval of any building permits for the solar facility. The solar energy facility shall be decommissioned and removed within eighteen (18) months after the facility ceases electricity generation for a continuous twelve (12) month period.

The costs of decommissioning shall be secured by adequate surety in a form agreed to by the County Attorney, including but not limited to a surety or performance bond, certified check, or letter of credit, such surety shall be provided to the Director of Community Development, with copies delivered to the County Administrator, and the Board of Supervisors prior to the issuance of the land disturbance permit and building permit from the County. The performance bond, certified check or letter of credit shall be in an amount of no less than Five Hundred Ninety Thousand Dollars (\$590,000) while the solar energy facility remains on the Property. If the solar energy facility is sold, the CUP shall not transfer to the purchaser until such time as the adequate surety is provided.

The cost estimates of the decommissioning shall be updated every five (5) years by an independent consultant ("consultant") retained at the expense of the Applicant, or any



future owner, and provided to the County. The consultant shall be a professional engineer licensed in Virginia with expertise in the subject of decommissioning solar projects. The Applicant, or future owner, is required to obtain approval of the independent consultant from the Director of Community Development, the County Administrator, and the Board of Supervisors (not subject to a public hearing) prior to being engaged by the Applicant, or future owner, which approval shall not be unreasonably withheld. The consultant's reports will identify the cost of decommissioning, taking into account any salvage value of the installed equipment. The surety amount will be increased or decreased based on such updated cost of decommissioning, but the surety shall not be below the minimum amount required by this condition. The surety amount shall be increased by an amount equal to 10% above the updated cost of decommissioning to cover the adjusted decommissioning cost over the five year review period. The Applicant, or future owner, shall be liable to the County for any deficiency if the bond amount does not fully fund the costs of decommissioning.

Decommissioning shall include, but not be limited to, the removal of all fencing, posts, foundations, racking systems, solar panels, underground cables and conduits, combiner boxes, switch gears, transformers, other electrical components, and other accessory equipment/structures from the Property no matter the depth placed in the ground and properly disposed of as part of the decommissioning.

If the Applicant, or future owner, intends to cease operations, or to shut down the solar energy facility, it shall send the Director of the Community Development Department, the County Administrator, and the Board of Supervisors written notice at least ninety (90) days prior to such action and will provide, with such notice, a revised consultant's report. The Applicant, or future owner, shall remove the facilities ("decommissioning") within twelve (12) months of receipt of notice from the County, said notice shall not be issued prior to the expiration of the (90) day notice period referenced in the previous sentence. If the solar energy facility is not removed within the time provided in the notice to the County, the County may cause the removal of the solar energy facility with costs being borne by the Applicant, or future owner. The County shall have the necessary rights to sell the facilities



(the result of which shall be the salvage value) and to the extent that the salvage value is insufficient to reimburse the County for costs incurred to remove the facilities after collection of the proceeds of the bond, certified check, or letter of credit referenced above, the Applicant or future owner shall be liable to the County for amount equal to the difference between the salvage value plus the proceeds of the bond, certified check, or letter of credit and the amount of costs the County incurs to remove the facilities.

STAFF REVIEW:

The decommissioning plan/estimate was prepared by Kimley-Horn and Associates engineering firm. Review of the plan/estimate was conducted by the County’s solar consultant, The Berkley Group, LLC, and were found to be adequate, include standard practice, and in compliance with condition #17, based upon the following:

- The plan indicates the anticipated life of the project or the basis for determining the anticipated life of the project.
- The plan references surety method and provides cost estimates.
- The plan includes all required elements of a decommissioning plan.

Waverly Solar- Phases	Subtotal Salvage Estimate	Total Demolition/Restoration Estimate Plus 10% Contingency
Phase I	\$2,015.00	\$165,180.88
Phase II	\$5,383,597.50	\$9,666,560.38
Phase III	\$4,032,407.43	\$8,162,262.78

RECOMMENDED BOARD ACTION:

Staff recommends approval.

ATTACHMENTS:

- Waverly Solar Decommissioning Plan & Estimate- Phase I
- Waverly Solar Decommissioning Plan & Estimate- Phase II
- Waverly Solar Decommissioning Plan & Estimate- Phase III



Waverly Solar Phase I

Decommissioning Plan

February 13, 2023

Prepared for:

Sussex County, Virginia

Prepared for:

Energix Waverly Solar, LLC
2311 Wilson Blvd
Suite 640
Arlington, VA 22201

Prepared by:

Kimley-Horn and Associates, Inc
2035 Maywill Street
Suite 200
Richmond, VA 23230

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1.0 Decommissioning Plan

This decommissioning plan is provided by Energix Waverly Solar, LLC (the “Project Company”) and will detail the projected decommissioning demands associated with the proposed project. This plan only covers the items within Phase I of the project that will be owned by Energix Waverly Solar, LLC.

1.1 General

The purpose of this decommissioning plan is to provide procedures and an opinion of probable construction cost for partial or full closure of the solar facility. Sussex County Code requires a decommissioning plan and performance guarantees to supplement plans submitted as part of a Conditional Use Permit package. The owner will provide the performance guarantee in the form of a bond. This decommissioning plan details provisions for facility deconstruction and site restoration. This decommissioning plan shall take effect upon facility abandonment, discontinuation of operation for more than 12 consecutive months, or expiration of the use permit as defined by Sussex County Code.

1.2 Decommissioning and Reclamation

At the end of commercial operations, the Project Company will be responsible for removal of all above and below ground equipment, all roads and the equipment pad foundations owned by the Project Company. The owner anticipates the useful life of the project to be forty (40) years. The owner will provide a notice to the zoning administrator by certified mail, or in person, of the proposed date of discontinued operations and plans for removal. Prior to initiating the process, a traffic study will be provided to the County and VDOT detailing the associated impacts of the decommissioning process. The owner will restore and reclaim the site to pre-construction condition and topsoil quality to the extent practical, including the access roads. The Project Company reserves the right to extend the Project instead of decommissioning at the end commercial operations with Landowner permission and upon obtaining all necessary State and local permits. If the Project Company seeks to extend the life of the Project, they will decide whether to continue operation with existing equipment or to retrofit solar panels and power systems with upgrades based on new technologies.

Decommissioning includes removing the switchyard, underground cables and lines, equipment pads and foundations, equipment cabinets, and ancillary equipment. The civil facilities owned by the Project Company, gravel entrance, security fence, and any drainage structures are included in the scope. Standard decommissioning practices would be utilized, including dismantling and repurposing, salvaging/recycling, or disposing of the solar energy improvements.

Within twelve (12) months of all equipment being removed, any holes or voids created by poles, concrete pads and other equipment will be filled in with soil to the surrounding grade and seeded with a previously approved seed mix. Any grading or seeding will be initiated within six (6) months of all equipment being removed. All areas compacted by equipment will be de-compacted to a depth of 18 inches from finished grade prior to fine grading and seeding. This may include re-vegetation as meadows, returning the site to a use consistent with this decommissioning plan, or re-development of the land for other beneficial uses within the approved zoning ordinance, based on consultation with the Landowner.

1.3 List of Decommissioning Activities

1.3.1 Timeline

Decommissioning is estimated to take no more than 18 months to complete, and the decommissioning crew will ensure that all equipment and materials are recycled or disposed of properly. Provided, however, the Project Company shall be able to request an extension of an additional six (6) months if it is in good faith diligently decommissioning and is delayed due to weather conditions or other items outside of its control. If the facility is not removed within the specified time herein, the County may cause removal of the facility, with costs being borne by the Project Company, the Landowner, or both.

1.3.2 Removal and Disposal of Site Components

The removal and disposal details of the Energix Waverly Solar, LLC owned site components are found below.

Switchyard: All electrical equipment will be disconnected and disassembled. All parts will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Project Company's sole discretion, consistent with applicable regulations and industry standards.

Underground Cables and Lines: Underground cables and conduits contain no materials known to be harmful to the environment. As part of the decommissioning of the project, all cable will be excavated and removed from the site. Topsoil will be segregated and stockpiled for later use prior to any excavation and the subsurface soils will be staged next to the excavation. The subgrade will be compacted to a density of approximately 90 percent of Standard Proctor. Topsoil will be redistributed across the disturbed area.

Equipment Pads and Ancillary Foundations: Topsoil will be removed from an area surrounding the foundation and stockpiled for later use/replacement, as applicable. Foundations will be excavated to a depth sufficient to remove all conduits, cables, aggregate, and concrete to a depth of 36 inches below grade. The remaining excavation will be filled with clean subgrade materials of quality comparable to the immediate surrounding area. All unexcavated areas compacted by equipment used in decommissioning will be de-compacted in a manner to adequately restore the topsoil and sub-grade material to a density of approximately 90 percent of Standard Proctor. All materials will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Project Company's sole discretion, consistent with applicable regulations and industry standards.

Fence: All fence parts and foundations will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Project Company's sole discretion, consistent with applicable regulations and industry standards. The surrounding areas will be restored to pre-construction conditions to extent feasible.

Gravel Entrance: The gravel entrance will be used for decommissioning purposes, after which removal of roads will be discussed with the Landowner, using the following process:

- 1) After final clean-up, roads may be left intact through mutual agreement of the Landowner and the Project Company unless otherwise restricted by Federal, State, or Local Regulations. If the Landowner desires for the roads to be left intact, they must submit this request, in writing, to the County and if the request must be approved by the County Board of Supervisors.
- 2) If a road is to be removed, aggregate will be removed and shipped from the site to be reused, sold, or disposed of appropriately, at the Project Company's sole discretion, consistent with applicable regulations and industry standards. Geotextile fabric will be removed and disposed of appropriately off site. Ditch crossings connecting access roads to public roads will be removed unless the Landowner requests they remain. The subgrade will be de-compacted to a depth of approximately 18 inches using a chisel plow. Topsoil that was stockpiled during the original construction will be distributed across the open area. The access roads and adjacent areas that are compacted by equipment will be de-compacted.

1.3.3 Restoration/Reclamation of Site

The current land usage on the site is silviculture. The Project Company assumes that most of the site will be returned to meadow, which could be used in the future for silviculture, after decommissioning and will implement appropriate measures to facilitate such uses. The Landowner may request a condition less expensive to attain for future property use allowable within the current zoning ordinance. If no specific use is identified, the Project Company will vegetate the site with a grassland seed mix. The goal of restoration will be to restore natural hydrology and plant communities to the greatest extent practicable while minimizing new disturbance and removal of native vegetation. The decommissioning best management practices (BMP's) to minimize erosion and to contain sediment

that will be employed on the Project to the extent practicable with the intent of meeting this goal include:

1. Minimize new disturbance and removal of native vegetation to the greatest extent practicable. The vegetative buffer shall remain in place after decommissioning unless the Landowner requests for it to be removed. If it is removed, the area will be restored to pre-construction condition unless the Landowner requests a condition less expensive to attain for future property use allowable within the current zoning ordinance.
2. Removal of all above and below ground solar equipment and access roads up to three feet below surrounding grade, backfill with subgrade material and cover with suitable topsoil to allow adequate root penetration for plants, and so that subsurface structures do not substantially disrupt ground water movements.
3. Any topsoil that is removed from the surface for decommissioning will be stockpiled to be reused when restoring plant communities. Once decommissioning activity is complete, topsoil will be re-spread to assist in establishing and maintaining plant communities.
4. Stabilize soils and re-vegetate with regional plants appropriate for the soil conditions and adjacent habitat and use local seed sources where feasible, consistent with Landowner objectives. Reseeding with native plants will not be performed for site that will be returned to agricultural use or other more intensive beneficial uses.
5. During and after decommissioning activities, install erosion and sediment control measures in all disturbance areas where potential for erosion and sediment transport exists, consistent with storm water management objectives and requirements.
6. Remediate any petroleum product leaks and chemical releases related to the project prior to completion of decommissioning.

1.4 Post-Restoration Monitoring

Decommissioning of the site will comply with permits for NPDES/SDS CSW Permit, Spill Containment and Countermeasure (SPCC) Plan, and SWPPP, if grading activities are necessary and exceed applicable permit thresholds. Any hazardous material from the property shall be disposed of in accordance with federal and state law. Decommissioning should include post-restoration monitoring as required by the NPDES/SDS CSW Permit and SWPPP and other applicable requirements. In addition, the Project Company's Field Representative assigned to decommissioning monitoring will stay in contact with the Landowner, including onsite check-ins until the NPDES/ SDS CSW permit is closed. The costs related to this monitoring are included as a portion of the supervision/overhead line item of the cost estimate below.

DECOMMISSIONING PLAN

	Quantity	Unit	Unit Cost	Total Cost
Supervision/Overhead	1	Lump Sum	\$13,580.00	\$13,580.00
Mobilization/Demobilization	1	Lump Sum	\$9,000.00	\$9,000.00
Permitting				
State Permits	1	Lump Sum	\$10,000.00	\$10,000.00
Subtotal Permitting				
Decommissioning will require a SWPPP and SPCC plan, cost is an estimate of the permit preparation cost				
Civil Infrastructure				
Removal Gravel Surfacing from Road	95	Cubic Yards (BV)	\$4.22	\$400.90
Haul Gravel Removed from Road	95	Cubic Yards (LV)	\$11.00	\$1,045.00
Disposal of Gravel Removal from Road	0.5	Tons	\$11.52	\$5.76
Removal and Haul Geotech Fabric Removed from Beneath Access Roads	555	Square Yards	\$0.31	\$172.05
Disposal of Geotech Fabric Removed from Beneath Access Roads	555	Square Yards	\$0.16	\$88.80
Grade Road Corridor (Re-spread Topsoil)	125	Linear Feet	\$3.81	\$476.25
Erosion and Sediment Control for Road Restoration	125	Linear Feet	\$2.16	\$270.00
Turf Establishment on Removed Road Area	1	Acres	\$2,420.41	\$2,420.41
Removal of Security Fence	660	Linear Feet	\$6.91	\$4,560.60
Haul of Security Fence	3.3	Tons	\$13.25	\$43.73
Subtotal Civil Infrastructure				\$9,483.49
Civil removal costs are a combination of VDOT unit costs where applicable, RS Means cost for Petersburg, VA, and industry standards.				
Electrical Collection/Transmission System				
Removal of Switchyard	1	Lump Sum	\$100,917.02	\$100,917.02
Removal of AC Cable	800	LF	\$3.50	\$2,800.00
Haul of PV Underground wire	1	Ton	\$13.25	\$13.25
Subtotal Electrical Collection/Transmission System				\$103,730.27
Site Restoration				
Stabilized Construction Entrance	1	Each	\$2,200.00	\$2,200.00
Perimeter Controls	450	Linear Feet	\$2.16	\$972.00
Permanent Seeding on area within Removed Array	1	Acres	\$1,062.08	\$1,062.08
Subtotal Site Restoration				\$4,370.67
Site restoration costs are based on past solar project experience.				
Subtotal Demolition/Removals				\$150,164.43
10% Addition for 5 Year Update				\$15,016.44
Total Net Decommissioning in Year 5 plus Contingency				\$165,180.88
Salvage				
Fencing	2.5	Tons	\$290.00	\$725.00
PV Underground Wire	1,000	LBS	\$1.29	\$1,290.00
Subtotal Salvage				\$2,015.00
Total Demolition Minus Salvage				\$163,165.88

Notes:

1. Prices used in analysis are estimated based on research of current average costs and salvage values.
2. Prices provided are estimates and may fluctuate over the life of the project.
3. Contractor means and methods may vary and price will be affected by these.

Waverly Solar Project Decommissioning Assumptions

To develop a cost estimate for the decommissioning of the Waverly Solar Project, Kimley-Horn made the following assumptions and used the following pricing references: Costs were estimated based on current pricing, technology, and regulatory requirements. The assumptions are listed in order from top to bottom of the estimate spreadsheet. When publicly available bid prices or Virginia Department of Transportation (VDOT) bid summaries were not available for particular work items, we developed time and material-based estimates considering composition of work crews and equipment and material required using RS Means data.

1. This Cost Estimate is based off decommissioning occurring in Year 5 since the estimate is required to be updated every 5 years.
2. This Cost Estimate is based on the site plans created by Kimley-Horn and Associates and dated November 8, 2021.
3. A project of this size and complexity requires a full-time project manager or support staff.
4. Common labor will be used for most of the tasks except for heavy equipment operation. Labor, material, and equipment rates are based on the RSMMeans City Cost Index (CCI) for Petersburg, VA.
5. Mobilization was estimated at approximately 7% of total cost of other items.
6. Permit applications will require the preparation of a Storm Water Pollution Protection Plan (SWPPP) and a Spill Prevention Control and Countermeasure (SPCC) Plan.
7. Road gravel removal was estimated on a time and material basis using a 6-inch thickness. Since the material will not remain on site, a hauling cost is added to the removal cost. The recycling costs for road aggregate are volatile varying from approximately \$10 per ton for disposal to \$10 per ton for recycling.
8. Grade Road Corridor reflects the cost of mobilizing and operating light equipment to spread and smooth the topsoil stockpiled on site to replace the aggregate removed from the road.
9. Erosion and sediment control along road reflects the cost of silt fence on the downhill side of the road.
10. Topsoil is required to be stockpiled on site during construction, therefore this topsoil is available on site to replace the road aggregate, once removed. Subsoiling cost to decompact roadway areas is estimated as \$350 per acre (based on state DOT bid prices), and Turf Establishment, which includes seed, fertilizer, mulch, and care until grass is established is \$2,420.41 per acre (based on RSMMeans City Cost Index (CCI) for Petersburg, VA).
11. Fence removal includes loading, hauling, and recycling or disposal. Fence and posts weigh approximately 10 pounds per foot.
13. A metal recycling facility (Atlantic Iron and Metal) is in Petersburg, VA, approximately 26.5 miles from the project site. Pricing was acquired from www.scrapmonster.com. We estimate the hauling costs at approximately \$0.50 per ton mile. The pricing is adjusted to 75 percent of the published price to reflect the processing required for the posts to fit recycling requirements and Atlantic Iron & Metal margin.

14. To reduce tracking of sediment off-site by trucks removing materials, we have included a rock construction entrance priced based on state DOT bid prices.
15. Perimeter control pricing is based on a sediment fence placed on the downgrade side of the work area perimeters and protecting wetlands and drainage swales within the project area. Pricing is based on VDOT unit prices.
16. No topsoil is planned to be removed from the site during decommissioning and most of the site will not have been compacted by heavy truck or equipment traffic, so the site turf establishment cost is based on VDOT unit prices for applying lime, fertilizer, seed, and mulch at the Road and Bridge Specifications of Section 603 of \$1,000 per acre plus an allowance for some areas to be de-compacted.
17. Care to prevent damage and breakage of equipment must be exercised, but removal assumes unskilled common labor under supervision.



Waverly Solar Phase II

Decommissioning Plan

January 31, 2023

Prepared for:

Sussex County, Virginia

Prepared for:

Energix Waverly Solar LLC
2311 Wilson Blvd
Suite 640
Arlington, VA 22201

Prepared by:

Kimley-Horn and Associates, Inc
2035 Maywill Street
Suite 200
Richmond, VA 23230

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1.0 Decommissioning Plan

This decommissioning plan is provided by Energix Waverly Solar LLC (the “Project Company”) and will detail the projected decommissioning demands associated with the proposed project.

1.1 General

The purpose of this decommissioning plan is to provide procedures and an opinion of probable construction cost for partial or full closure of the solar facility. Sussex County Code requires a decommissioning plan and performance guarantees to supplement plans submitted as part of a Conditional Use Permit package. The owner will provide the performance guarantee in the form of a bond. This decommissioning plan details provisions for facility deconstruction and site restoration. This decommissioning plan shall take effect upon facility abandonment, discontinuation of operation for more than 12 consecutive months, or expiration of the use permit as defined by Sussex County Code.

1.2 Decommissioning and Reclamation

At the end of commercial operations, the Project Company will be responsible for removal of all above and below ground equipment, all roads and the equipment pad foundations. The owner anticipates the useful life of the project to be forty (40) years. The owner will provide a notice to the zoning administrator by certified mail, or in person, of the proposed date of discontinued operations and plans for removal. Prior to initiating the process, a traffic study will be provided to the County and VDOT detailing the associated impacts of the decommissioning process. The owner will restore and reclaim the site to pre-construction condition and topsoil quality to the extent practical, including the access roads. The Project Company reserves the right to extend the Project instead of decommissioning at the end commercial operations with Landowner permission and upon obtaining all necessary State and local permits. If the Project Company seeks to extend the life of the Project, they will decide whether to continue operation with existing equipment or to retrofit with upgrades based on new technologies.

Decommissioning includes removing the solar panels, solar panel racking, steel foundation posts and beams, inverters, transformers, overhead cables and lines, equipment pads and foundations, equipment cabinets, and ancillary equipment. The civil facilities, access road, security fence, and any drainage structures are included in the scope. Standard decommissioning practices would be utilized, including dismantling and repurposing, salvaging/recycling, or disposing of the solar energy improvements.

Within twelve (12) months of all equipment being removed, any holes or voids created by poles, concrete pads and other equipment will be filled in with soil to the surrounding grade and seeded with a previously approved seed mix. Any grading or seeding will be initiated within six (6) months of all equipment being removed. All access roads and other areas compacted by equipment will be de-compacted to a depth of 18 inches from finished grade prior to fine grading and seeding. This may include re-vegetation as meadows, returning the site to a use consistent with this decommissioning plan, or re-development of the land for other beneficial uses within the approved zoning ordinance, in consultation with the Landowner.

1.3 List of Decommissioning Activities

1.3.1 Timeline

Decommissioning is estimated to take 12 months to complete. The decommissioning crew will ensure that all equipment and materials are recycled or disposed of properly. However, the Project Company shall be able to request an extension of an additional six (6) months if it is in good faith diligently decommissioning and is delayed due to weather conditions or other items outside of its control. If the facility is not removed within the specified time herein, the County may cause removal of the facility, with costs being borne by the Project Company and/or the Landowner.

1.3.2 Removal and Disposal of Site Components

The removal and disposal details of the site components are found below.

Modules: Modules will be inspected for physical damage, tested for functionality, and disconnected and removed from racking. Functioning modules will be packed and stored in an offsite facility for reuse or resale. Non-functioning or non-reusable modules will be packed, palletized, and shipped to the manufacturer or a third party for recycling or disposal.

Racking: Racking and racking components will be disassembled and removed from the steel foundation posts, processed to appropriate size, and sent to a metal recycling facility.

Steel Foundation Posts: All structural foundation steel posts will be pulled out to full depth, removed, processed to appropriate size, and shipped to a recycling facility. During decommissioning, the area around the foundation posts may be compacted by equipment and, if compacted, the area will be de-compacted in a manner to adequately restore the topsoil and sub-grade material to a density consistent with meadow or woodland uses.

Overhead and Underground Cables and Lines: Underground cables and conduits contain no materials known to be harmful to the environment. As part of the decommissioning of the project, all cable will be excavated and removed from the site. Topsoil will be segregated and stockpiled for later use prior to any excavation and the subsurface soils will be staged next to the excavation. The subgrade will be compacted to a density of approximately 90 percent of Standard Proctor. Topsoil will be redistributed across the disturbed area. Overhead lines will be removed from the project and taken to a recycling facility.

Inverters, Transformers, and Ancillary Equipment: All electrical equipment will be disconnected and disassembled. All parts will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Project Company's sole discretion, consistent with applicable regulations and industry standards.

Equipment Pads and Ancillary Foundations: Topsoil will be removed from an area surrounding the foundation and stockpiled for later use/replacement, as applicable. Foundations will be excavated to a depth sufficient to remove all conduits, cables, aggregate, and concrete to a depth of 36 inches below grade. The remaining excavation will be filled with clean subgrade materials of quality comparable to the immediate surrounding area. All unexcavated areas compacted by equipment used in decommissioning will be de-compacted in a manner to adequately restore the topsoil and sub-grade material to a density of approximately 90 percent of Standard Proctor. All materials will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Project Company's sole discretion, consistent with applicable regulations and industry standards.

Fence: All fence parts and foundations will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Project Company's sole discretion, consistent with applicable regulations and industry standards. The surrounding areas will be restored to pre-construction conditions to extent feasible.

Access Roads: Facility access roads will be used for decommissioning purposes, after which removal of roads will be discussed with the Landowner, using the following process:

- 1) After final clean-up, roads may be left intact through mutual agreement of the Landowner and the Project Company unless otherwise restricted by Federal, State, or Local Regulations.
- 2) If a road is to be removed, aggregate will be removed and shipped from the site to be reused, sold, or disposed of appropriately, at the Project Company's sole discretion, consistent with applicable regulations and industry standards. Geotextile fabric will be removed and disposed of appropriately off site. Ditch crossings connecting access roads to public roads will be removed unless the Landowner requests they remain. The subgrade will be de-compacted to a depth of approximately 18 inches using a chisel plow. Topsoil that was stockpiled during the original construction will be distributed across the

open area. The access roads and adjacent areas that are compacted by equipment will be de-compacted.

1.3.3 Restoration/Reclamation of Site

The current land usage on the site is silviculture. The Project Company assumes that most of the site will be returned to meadow, which could be used in the future for silviculture, after decommissioning and will implement appropriate measures to facilitate such uses. The Landowner may request a condition less expensive to attain for future property use allowable within the current zoning ordinance. If no specific use is identified, the Project Company will vegetate the site with a grassland seed mix. The goal of restoration will be to restore natural hydrology and plant communities to the greatest extent practicable while minimizing new disturbance and removal of native vegetation. The decommissioning best management practices (BMP's) to minimize erosion and to contain sediment that will be employed on the Project to the extent practicable with the intent of meeting this goal include:

1. Minimize new disturbance and removal of native vegetation to the greatest extent practicable. The vegetative buffer shall remain in place after decommissioning unless the Landowner requests for it to be removed. If it is removed, the area will be restored to pre-construction condition unless the Landowner requests a condition less expensive to attain for future property use allowable within the current zoning ordinance.
2. Removal of all above and below ground solar equipment and access roads up to three feet below surrounding grade, backfill with subgrade material and cover with suitable topsoil to allow adequate root penetration for plants, and so that subsurface structures do not substantially disrupt ground water movements.
3. Any topsoil that is removed from the surface for decommissioning will be stockpiled to be reused when restoring plant communities. Once decommissioning activity is complete, topsoil will be re-spread to assist in establishing and maintaining plant communities.
4. Stabilize soils and re-vegetate with regional plants appropriate for the soil conditions and adjacent habitat and use local seed sources where feasible, consistent with Landowner objectives. Reseeding with native plants will not be performed for site that will be returned to agricultural use or other more intensive beneficial uses.
5. During and after decommissioning activities, install erosion and sediment control measures in all disturbance areas where potential for erosion and sediment transport exists, consistent with storm water management objectives and requirements.
6. Remediate any petroleum product leaks and chemical releases related to the project prior to completion of decommissioning.

1.4 Post-Restoration Monitoring

Decommissioning of the site will comply with permits for NPDES/SDS CSW Permit, Spill Containment and Countermeasure (SPCC) Plan, and SWPPP, if grading activities are necessary and exceed applicable permit thresholds. Decommissioning should include post-restoration monitoring as required by the NPDES/SDS CSW Permit and SWPPP and other applicable requirements. In addition, the Project Company's Field Representative assigned to decommissioning monitoring will stay in contact with the Landowner, including onsite check-ins until the NPDES/ SDS CSW permit is closed. The costs related to this monitoring are included as a portion of the supervision/overhead line item of the cost estimate below.

DECOMMISSIONING PLAN

Estimated Decommissioning Costs
Including Dismantling/Removal Costs
and Salvage Value

	Quantity	Unit	Unit Cost	MW-AC Total Cost
Project Size			68	
Supervision/Overhead	1	Lump Sum	\$55,000.00	\$55,000.00
Mobilization/Demobilization	1	Lump Sum	\$571,303.00	\$571,303.00
Permitting				
State Permits	1	Lump Sum	\$10,000.00	\$10,000.00
Subtotal Permitting				
Decommissioning will require a SWPPP and SPCC plan, cost is an estimate of the permit preparation cost				
Civil Infrastructure				
Removal Gravel Surfacing from Road	12,215	Cubic Yards (BV)	\$4.22	\$51,547.30
Haul Gravel Removed from Road	12,215	Cubic Yards (LV)	\$11.00	\$134,365.00
Disposal of Gravel Removal from Road	10,809.9	Tons	\$11.52	\$124,530.05
Removal and Haul Geotech Fabric Removed from Beneath Access Roads	73,295	Square Yards	\$0.31	\$22,721.45
Disposal of Geotech Fabric Removed from Beneath Access Roads	73,295	Square Yards	\$0.16	\$11,727.52
Grade Road Corridor (Re-spread Topsoil)	32,985	Linear Feet	\$3.81	\$125,672.85
Erosion and Sediment Control for Road Restoration	16,500	Linear Feet	\$2.16	\$35,640.00
Turf Establishment on Removed Road Area	13.5	Acres	\$2,420.41	\$32,675.54
Removal of Security Fence	46,710	Linear Feet	\$6.91	\$322,766.10
Haul of Security Fence	234	Tons	\$13.25	\$3,100.50
Subtotal Civil Infrastructure				\$864,746.30
Civil removal costs are a combination of VDOT unit costs where applicable, RS Means cost for Petersburg, VA, and industry standards.				
Structural Infrastructure				
Removal Tracker Steel Foundation Posts	34,000	Each	\$14.96	\$508,640.00
Haul Tracker Steel Post	2,360	Tons	\$13.25	\$31,270.00
Removal Tracker Racking	6,143.5	Each	\$300.00	\$1,843,050.00
Haul Tracker Racking	6,143.5	Ton	\$13.25	\$81,401.38
Subtotal Structural Infrastructure				\$2,464,361.38
Steel removal costs were calculated by using information from array manufacturers for installation rates and using the same rates to calculate total days to remove equipment. Hauling calculations are based on the locations of metals recyclers.				
Electrical Collection/Transmission System				
Removal of PV Panels	154,555	Each	\$14.40	\$2,225,592.00
Removal of Combiner Boxes	208	Each	\$70.10	\$14,580.80
Removal of PCU Station (Inverters/Panelboard/Transformer)	12	Each	\$4,673.17	\$56,078.04
Removal of Scada Equipment	1	Each	\$5,836.16	\$5,836.16
Removal of PV Underground PV Wire	696,550	LF	\$3.50	\$2,437,925.00
Haul of PV Underground wire	621	Ton	\$13.25	\$8,228.25
Subtotal Electrical Collection/Transmission System				\$4,748,240.25
Electrical removal costs of PV Panels and Combiner Boxes were based industry standards on installation rates of a two-man work crew. PCU Station, MV Equipment and Scada Equipment removal cost are based on removal of equipment, concrete pads, and conduits using a truck mounted crane and contractor provided information on installation rates.				
Site Restoration				
Stabilized Construction Entrance	4	Each	\$2,336.59	\$9,346.36
Perimeter Controls	23,355	Linear Feet	\$2.16	\$50,446.80
Permanent Seeding on area within Removed Array	13.5	Acres	\$1,062.08	\$14,338.08
Subtotal Site Restoration				\$74,131.24
Site restoration costs are based on past solar project experience.				
Subtotal Demolition/Removals				\$8,787,782.17
10% Contingency				\$878,778.22
Total Demolition/Restoration plus Contingency				\$9,666,560.38
Salvage				
Fencing	175.5	Tons	\$290.00	\$50,895.00
Steel Posts	1,770	Tons	\$290.00	\$513,300.00
Module Racking	4,607.5	Tons	\$290.00	\$1,336,175.00

DECOMMISSIONING PLAN

PV Underground Wire	621,000	LBS	\$1.29	\$801,090.00
PV Modules	154,555	Each	\$17.16	\$2,652,163.80
Inverters and Transformers	12	Each	\$2,414.48	\$28,973.70
Scada Equipment	1	Each	\$1,000.00	\$1,000.00
Subtotal Salvage				\$5,383,597.50

\$4,282,962.88

Total Demolition Minus Salvage

Notes:

1. Prices used in analysis are estimated based on research of current average costs and salvage values.
2. Prices provided are estimates and may fluctuate over the life of the project.
3. Contractor means and methods may vary and price will be affected by these.

Waverly Solar Phase II Project Decommissioning Assumptions

To develop a cost estimate for the decommissioning of the Waverly Solar Project, Kimley-Horn made the following assumptions and used the following pricing references: Costs were estimated based on current pricing, technology, and regulatory requirements. The assumptions are listed in order from top to bottom of the estimate spreadsheet. When publicly available bid prices or Virginia Department of Transportation (VDOT) bid summaries were not available for particular work items, we developed time and material-based estimates considering composition of work crews and equipment and material required using RS Means data. When materials may have a salvage value at the end of the project life, the construction activity costs and from the hauling/freight cost are separated from the disposal costs or salvage value to make the revisions to salvage values more transparent.

1. This Cost Estimate is based off decommissioning occurring in Year 5 since the estimate is required to be updated every 5 years.
2. This Cost Estimate is based on the site plans created by Kimley-Horn and Associates and dated November 9, 2022.
3. A project of this size and complexity requires a full-time project manager or support staff.
4. Common labor will be used for most of the tasks except for heavy equipment operation. Labor, material, and equipment rates are based on the RSMeans City Cost Index (CCI) for Petersburg, VA.
5. Mobilization was estimated at approximately 7% of total cost of other items.
6. Permit applications will require the preparation of a Storm Water Pollution Protection Plan (SWPPP) and a Spill Prevention Control and Countermeasure (SPCC) Plan.
7. Road gravel removal was estimated on a time and material basis using a 6-inch thickness. Since the material will not remain on site, a hauling cost is added to the removal cost. The recycling costs for road aggregate are volatile varying from approximately \$10 per ton for disposal to \$10 per ton for recycling.
8. Grade Road Corridor reflects the cost of mobilizing and operating light equipment to spread and smooth the topsoil stockpiled on site to replace the aggregate removed from the road.
9. Erosion and sediment control along road reflects the cost of silt fence on the downhill side of the road.
10. Topsoil is required to be stockpiled on site during construction, therefore this topsoil is available on site to replace the road aggregate, once removed. Subsoiling cost to decompact roadway areas is estimated as \$350 per acre (based on state DOT bid prices), and Turf Establishment, which includes seed, fertilizer, mulch, and care until grass is established is \$2,070.41 per acre (based on RSMeans City Cost Index (CCI) for Petersburg, VA).
11. Fence removal includes loading, hauling, and recycling or disposal. Fence and posts weigh approximately 10 pounds per foot.
12. Array support posts are generally lightweight "I" beam sections installed with a backhoe-like piece of specialized equipment. (No structural details are available at the time of decommissioning cost estimating.) Crew productivity is approximately 150 posts per day, and

the same crew and equipment should have a similar productivity removing the posts, resulting in a per post cost of approximately \$14.96.

13. A metal recycling facility (Atlantic Iron and Metal) is in Petersburg, VA, 26.5 miles from the project site. Pricing was acquired from www.scrapmonster.com. There are 34,000 posts driven on the project for a total weight of approx. 2,360 tons and we estimate the hauling costs at approximately \$0.50 per ton mile. The pricing is adjusted to 75 percent of the published price to reflect the processing required for the posts to fit recycling requirements and Atlantic Iron & Metal margin.
14. Based on the review of a manufacturer's details of the array support structures the structures weigh approximately three pounds per square foot. Each solar panel has an area of 26.5 square feet. The facility has 154,555 modules, which equals 4,095,707.5 square feet of array or 6,143.5 tons. The frames are made of light weight steel and/or aluminum extrusions so a crew with hand tools can disassemble and cut the pieces to sizes for recycling at a rate of about 400 pounds per person per hour, or about \$300 per ton.
15. Hauling the steel to Petersburg, VA (Atlantic Iron and Metal – 30 Mill Road, Petersburg, VA) at \$0.50 per ton mile costs about \$13.25 per ton.
16. First Solar Series 6 solar panels rated at 440 watts measure approximately four feet by six and a half feet and weigh 34.5 kg or approximately 76 pounds so they can easily be disconnected, removed, and packed by a three-person crew at a rate we estimate at 20 panels per hour.
17. 4.2 MW inverters will be used on this project. Pad mounted Inverters are medium sized enclosures (9'-10" wide, 8'-6" tall, and 8'-0" deep that are mounted on a metal skid, which is secured to a concrete slab. They weigh 13,230 pounds and can be disconnected by a crew of electricians. They must be lifted by a truck mounted crane for transport to the recycler. They contain copper or aluminum windings.
18. Transformers for this project will be mounted on the same metal skid as the inverters. The transformers weigh approximately 16,700 pounds and contain either copper, or more commonly, aluminum windings that have significant salvage value. They are typically oil filled, but most transformer recyclers will accept the transformers with oil. The estimated costs include removal of the skid and concrete pads and conduits feeding the equipment.
19. Medium voltage (MV) equipment and SCADA equipment are mounted on the same concrete pad as the transformer and enclosed in weatherproof cabinets. Their size requires light equipment to remove them. The costs shown include the removal of the concrete pads.
20. To reduce tracking of sediment off-site by trucks removing materials, we have included a rock construction entrance priced based on state DOT bid prices.
21. Perimeter control pricing is based on a sediment fence placed on the downgrade side of the work area perimeters and protecting wetlands and drainage swales within the project area. Pricing is based on VDOT unit prices.
22. No topsoil is planned to be removed from the site during decommissioning and most of the site will not have been compacted by heavy truck or equipment traffic, so the site turf

establishment cost is based on VDOT unit prices for applying lime, fertilizer, seed, and mulch at the Road and Bridge Specifications of Section 603 of \$1,000 per acre plus an allowance for some areas to be de-compacted.

23. Metal salvage prices (steel, aluminum, copper) are based on quotes from www.scrapmonster.com for the U.S. East Coast in Oct 2022. These prices are based on delivery to the recycling facility with the material prepared to meet size, thickness, cleanliness, and other specifications. A reduction of 25% has been taken from this price to reflect the processing by the Contractor to meet the requirements. The prices are three months old at the time they are displayed on the website.
24. The steel posts and array racking are priced based on #1 HMS (high melt steel). (\$290)
25. Solar module degradation is approximately 0.50% per year, or 84% capacity remaining after 35 years. There is currently a robust market for used solar panels and pricing can be found on eBay and other sites. We have assumed that if the modules are producing power, they will have economic value. To avoid unconservative pricing for the used modules we used the minimum pricing of \$0.04 per watt found in the published paper, "Salvage Value of Photovoltaic Systems". Pricing for recycling of damaged modules was obtained from ECS Regenesys (ECS) and is \$0.48 per pound, plus shipping to their Texas facility. An ECS representative noted that in 35 years the recycling process will have changed significantly. For interim decommissioning, resale of used modules will be most cost effective.
26. There is an active market for reselling and recycling electrical transformers and inverters with several national companies specializing in recycling. We have assumed that the electrical equipment will be obsolete at the time of decommissioning so we have based the pricing on a percentage of the weight that reflects the aluminum windings that can be salvaged. Pricing was obtained from scrapmonster.com. We have assumed a 25% recovery of the weight of the transformers and inverters for aluminum windings.
27. The collection lines are priced as copper conductor wire, which is typical. The prices used reflect a yield of the copper resulting from the insulation and other materials that must be stripped from the wire so that the copper can be recycled. The estimate uses the East Coast price of #2 copper wire with a 50% recovery rate as found on www.scrapmonster.com in Oct 2022, which is \$1.29 per pound.
28. Care to prevent damage and breakage of equipment, PV modules, inverters, capacitors, and SCADA must be exercised, but removal assumes unskilled common labor under supervision.
29. All salvage will be for bulk material or equipment.



Waverly Solar Phase III

Decommissioning Plan

January 31, 2023

Prepared for:

Sussex County, Virginia

Prepared for:

Energix Waverly Solar LLC
2311 Wilson Blvd
Suite 640
Arlington, VA 22201

Prepared by:

Kimley-Horn and Associates, Inc
2035 Maywill Street
Suite 200
Richmond, VA 23230

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1.0 Decommissioning Plan

This decommissioning plan is provided by Energix Waverly Solar LLC (the “Project Company”) and will detail the projected decommissioning demands associated with the proposed project.

1.1 General

The purpose of this decommissioning plan is to provide procedures and an opinion of probable construction cost for partial or full closure of the solar facility. Sussex County Code requires a decommissioning plan and performance guarantees to supplement plans submitted as part of a Conditional Use Permit package. The owner will provide the performance guarantee in the form of a bond. This decommissioning plan details provisions for facility deconstruction and site restoration. This decommissioning plan shall take effect upon facility abandonment, discontinuation of operation for more than 12 consecutive months, or expiration of the use permit as defined by Sussex County Code.

1.2 Decommissioning and Reclamation

At the end of commercial operations, the Project Company will be responsible for removal of all above and below ground equipment, all roads and the equipment pad foundations. The owner anticipates the useful life of the project to be forty (40) years. The owner will provide a notice to the zoning administrator by certified mail, or in person, of the proposed date of discontinued operations and plans for removal. Prior to initiating the process, a traffic study will be provided to the County and VDOT detailing the associated impacts of the decommissioning process. The owner will restore and reclaim the site to pre-construction condition and topsoil quality to the extent practical, including the access roads. The Project Company reserves the right to extend the Project instead of decommissioning at the end commercial operations with Landowner permission and upon obtaining all necessary State and local permits. If the Project Company seeks to extend the life of the Project, they will decide whether to continue operation with existing equipment or to retrofit with upgrades based on new technologies.

Decommissioning includes removing the solar panels, solar panel racking, steel foundation posts and beams, inverters, transformers, overhead cables and lines, equipment pads and foundations, equipment cabinets, and ancillary equipment. The civil facilities, access road, security fence, and any drainage structures are included in the scope. Standard decommissioning practices would be utilized, including dismantling and repurposing, salvaging/recycling, or disposing of the solar energy improvements.

Within twelve (12) months of all equipment being removed, any holes or voids created by poles, concrete pads and other equipment will be filled in with soil to the surrounding grade and seeded with a previously approved seed mix. Any grading or seeding will be initiated within six (6) months of all equipment being removed. All access roads and other areas compacted by equipment will be de-compacted to a depth of 18 inches from finished grade prior to fine grading and seeding. This may include re-vegetation as meadows, returning the site to a use consistent with this decommissioning plan, or re-development of the land for other beneficial uses within the approved zoning ordinance, in consultation with the Landowner.

1.3 List of Decommissioning Activities

1.3.1 Timeline

Decommissioning is estimated to take 12 months to complete. The decommissioning crew will ensure that all equipment and materials are recycled or disposed of properly. However, the Project Company shall be able to request an extension of an additional six (6) months if it is in good faith diligently decommissioning and is delayed due to weather conditions or other items outside of its control. If the facility is not removed within the specified time herein, the County may cause removal of the facility, with costs being borne by the Project Company and/or the Landowner.

1.3.2 Removal and Disposal of Site Components

The removal and disposal details of the site components are found below.

Modules: Modules will be inspected for physical damage, tested for functionality, and disconnected and removed from racking. Functioning modules will be packed and stored in an offsite facility for reuse or resale. Non-functioning or non-reusable modules will be packed, palletized, and shipped to the manufacturer or a third party for recycling or disposal.

Racking: Racking and racking components will be disassembled and removed from the steel foundation posts, processed to appropriate size, and sent to a metal recycling facility.

Steel Foundation Posts: All structural foundation steel posts will be pulled out to full depth, removed, processed to appropriate size, and shipped to a recycling facility. During decommissioning, the area around the foundation posts may be compacted by equipment and, if compacted, the area will be de-compacted in a manner to adequately restore the topsoil and sub-grade material to a density consistent with meadow or woodland uses.

Overhead and Underground Cables and Lines: Underground cables and conduits contain no materials known to be harmful to the environment. As part of the decommissioning of the project, all cable will be excavated and removed from the site. Topsoil will be segregated and stockpiled for later use prior to any excavation and the subsurface soils will be staged next to the excavation. The subgrade will be compacted to a density of approximately 90 percent of Standard Proctor. Topsoil will be redistributed across the disturbed area. Overhead lines will be removed from the project and taken to a recycling facility.

Inverters, Transformers, and Ancillary Equipment: All electrical equipment will be disconnected and disassembled. All parts will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Project Company's sole discretion, consistent with applicable regulations and industry standards.

Equipment Pads and Ancillary Foundations: Topsoil will be removed from an area surrounding the foundation and stockpiled for later use/replacement, as applicable. Foundations will be excavated to a depth sufficient to remove all conduits, cables, aggregate, and concrete to a depth of 36 inches below grade. The remaining excavation will be filled with clean subgrade materials of quality comparable to the immediate surrounding area. All unexcavated areas compacted by equipment used in decommissioning will be de-compacted in a manner to adequately restore the topsoil and sub-grade material to a density of approximately 90 percent of Standard Proctor. All materials will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Project Company's sole discretion, consistent with applicable regulations and industry standards.

Fence: All fence parts and foundations will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Project Company's sole discretion, consistent with applicable regulations and industry standards. The surrounding areas will be restored to pre-construction conditions to extent feasible.

Access Roads: Facility access roads will be used for decommissioning purposes, after which removal of roads will be discussed with the Landowner, using the following process:

- 1) After final clean-up, roads may be left intact through mutual agreement of the Landowner and the Project Company unless otherwise restricted by Federal, State, or Local Regulations.
- 2) If a road is to be removed, aggregate will be removed and shipped from the site to be reused, sold, or disposed of appropriately, at the Project Company's sole discretion, consistent with applicable regulations and industry standards. Geotextile fabric will be removed and disposed of appropriately off site. Ditch crossings connecting access roads to public roads will be removed unless the Landowner requests they remain. The subgrade will be de-compacted to a depth of approximately 18 inches using a chisel plow. Topsoil that was stockpiled during the original construction will be distributed across the

open area. The access roads and adjacent areas that are compacted by equipment will be de-compacted.

1.3.3 Restoration/Reclamation of Site

The current land usage on the site is silviculture. The Project Company assumes that most of the site will be returned to meadow, which could be used in the future for silviculture, after decommissioning and will implement appropriate measures to facilitate such uses. The Landowner may request a condition less expensive to attain for future property use allowable within the current zoning ordinance. If no specific use is identified, the Project Company will vegetate the site with a grassland seed mix. The goal of restoration will be to restore natural hydrology and plant communities to the greatest extent practicable while minimizing new disturbance and removal of native vegetation. The decommissioning best management practices (BMP's) to minimize erosion and to contain sediment that will be employed on the Project to the extent practicable with the intent of meeting this goal include:

1. Minimize new disturbance and removal of native vegetation to the greatest extent practicable. The vegetative buffer shall remain in place after decommissioning unless the Landowner requests for it to be removed. If it is removed, the area will be restored to pre-construction condition unless the Landowner requests a condition less expensive to attain for future property use allowable within the current zoning ordinance.
2. Removal of all above and below ground solar equipment and access roads up to three feet below surrounding grade, backfill with subgrade material and cover with suitable topsoil to allow adequate root penetration for plants, and so that subsurface structures do not substantially disrupt ground water movements.
3. Any topsoil that is removed from the surface for decommissioning will be stockpiled to be reused when restoring plant communities. Once decommissioning activity is complete, topsoil will be re-spread to assist in establishing and maintaining plant communities.
4. Stabilize soils and re-vegetate with regional plants appropriate for the soil conditions and adjacent habitat and use local seed sources where feasible, consistent with Landowner objectives. Reseeding with native plants will not be performed for site that will be returned to agricultural use or other more intensive beneficial uses.
5. During and after decommissioning activities, install erosion and sediment control measures in all disturbance areas where potential for erosion and sediment transport exists, consistent with storm water management objectives and requirements.
6. Remediate any petroleum product leaks and chemical releases related to the project prior to completion of decommissioning.

1.4 Post-Restoration Monitoring

Decommissioning of the site will comply with permits for NPDES/SDS CSW Permit, Spill Containment and Countermeasure (SPCC) Plan, and SWPPP, if grading activities are necessary and exceed applicable permit thresholds. Decommissioning should include post-restoration monitoring as required by the NPDES/SDS CSW Permit and SWPPP and other applicable requirements. In addition, the Project Company's Field Representative assigned to decommissioning monitoring will stay in contact with the Landowner, including onsite check-ins until the NPDES/ SDS CSW permit is closed. The costs related to this monitoring are included as a portion of the supervision/overhead line item of the cost estimate below.

DECOMMISSIONING PLAN

Estimated Decommissioning Costs
Including Dismantling/Removal Costs
and Salvage Value

	Quantity	Unit	Unit Cost	MW-AC Total Cost
Project Size			50	
Supervision/Overhead	1	Lump Sum	\$55,000.00	\$55,000.00
Mobilization/Demobilization	1	Lump Sum	\$481,180.00	\$481,180.00
Permitting				
State Permits	1	Lump Sum	\$10,000.00	\$10,000.00
Subtotal Permitting				
Decommissioning will require a SWPPP and SPCC plan, cost is an estimate of the permit preparation cost				
Civil Infrastructure				
Removal Gravel Surfacing from Road	14,625	Cubic Yards (BV)	\$4.22	\$61,717.50
Haul Gravel Removed from Road	14,625	Cubic Yards (LV)	\$11.00	\$160,875.00
Disposal of Gravel Removal from Road	12,945	Tons	\$11.52	\$149,126.40
Removal and Haul Geotech Fabric Removed from Beneath Access Roads	87,740	Square Yards	\$0.31	\$27,199.40
Disposal of Geotech Fabric Removed from Beneath Access Roads	87,740	Square Yards	\$0.16	\$14,038.40
Grade Road Corridor (Re-spread Topsoil)	83,360	Linear Feet	\$3.81	\$317,601.60
Erosion and Sediment Control for Road Restoration	41,700	Linear Feet	\$2.16	\$90,072.00
Turf Establishment on Removed Road Area	13.5	Acres	\$2,420.41	\$32,675.54
Removal of Security Fence	79,055	Linear Feet	\$6.91	\$546,270.05
Haul of Security Fence	396	Tons	\$13.25	\$5,247.00
Subtotal Civil Infrastructure				\$1,404,822.89
Civil removal costs are a combination of VDOT unit costs where applicable, RS Means cost for Petersburg, VA, and industry standards.				
Structural Infrastructure				
Removal Tracker Steel Foundation Posts	25,000	Each	\$14.96	\$374,000.00
Haul Tracker Steel Post	1,735	Tons	\$13.25	\$22,988.75
Removal Tracker Racking	4,517	Each	\$300.00	\$1,355,100.00
Haul Tracker Racking	4,517	Ton	\$13.25	\$59,850.25
Subtotal Structural Infrastructure				\$1,811,939.00
Steel removal costs were calculated by using information from array manufacturers for installation rates and using the same rates to calculate total days to remove equipment. Hauling calculations are based on the locations of metals recyclers.				
Electrical Collection/Transmission System				
Removal of PV Panels	113,640	Each	\$14.40	\$1,636,416.00
Removal of Combiner Boxes	153	Each	\$70.10	\$10,725.30
Removal of PCU Station (Inverters/Panelboard/Transformer)	19	Each	\$4,673.17	\$88,790.23
Removal of Scada Equipment	1	Each	\$5,836.16	\$5,836.16
Removal of PV Underground PV Wire	512,169	LF	\$3.50	\$1,792,591.50
Haul of PV Underground wire	457	Ton	\$13.25	\$6,055.25
Subtotal Electrical Collection/Transmission System				\$3,540,414.44
Electrical removal costs of PV Panels and Combiner Boxes were based industry standards on installation rates of a two-man work crew. PCU Station, MV Equipment and Scada Equipment removal cost are based on removal of equipment, concrete pads, and conduits using a truck mounted crane and contractor provided information on installation rates.				
Site Restoration				
Stabilized Construction Entrance	11	Each	\$2,336.59	\$25,702.49
Perimeter Controls	35,575	Linear Feet	\$2.16	\$76,842.00
Permanent Seeding on area within Removed Array	13.5	Acres	\$1,062.08	\$14,338.08
Subtotal Site Restoration				\$116,882.57
Site restoration costs are based on past solar project experience.				
Subtotal Demolition/Removals				\$7,420,238.90
10% Contingency				\$742,023.89
Total Demolition/Restoration plus Contingency				\$8,162,262.78
Salvage				
Fencing	297	Tons	\$290.00	\$86,130.00
Steel Posts	1,301.25	Tons	\$290.00	\$377,362.50
Module Racking	3,387.75	Tons	\$290.00	\$982,447.50

DECOMMISSIONING PLAN

PV Underground Wire	457,000	LBS	\$1.29	\$589,530.00
PV Modules	113,640	Each	\$17.16	\$1,950,062.40
Inverters and Transformers	19	Each	\$2,414.48	\$45,875.03
Scada Equipment	1	Each	\$1,000.00	\$1,000.00
Subtotal Salvage				\$4,032,407.43
Total Demolition Minus Salvage				\$4,129,855.36

Notes:

1. Prices used in analysis are estimated based on research of current average costs and salvage values.
2. Prices provided are estimates and may fluctuate over the life of the project.
3. Contractor means and methods may vary and price will be affected by these.

To develop a cost estimate for the decommissioning of the Waverly Solar Project, Kimley-Horn made the following assumptions and used the following pricing references: Costs were estimated based on current pricing, technology, and regulatory requirements. The assumptions are listed in order from top to bottom of the estimate spreadsheet. When publicly available bid prices or Virginia Department of Transportation (VDOT) bid summaries were not available for particular work items, we developed time and material-based estimates considering composition of work crews and equipment and material required using RS Means data. When materials may have a salvage value at the end of the project life, the construction activity costs and from the hauling/freight cost are separated from the disposal costs or salvage value to make the revisions to salvage values more transparent.

1. This Cost Estimate is based off decommissioning occurring in Year 5 since the estimate is required to be updated every 5 years.
2. This Cost Estimate is based on the site plans created by Kimley-Horn and Associates and dated November 9, 2022.
3. A project of this size and complexity requires a full-time project manager or support staff.
4. Common labor will be used for most of the tasks except for heavy equipment operation. Labor, material, and equipment rates are based on the RSMeans City Cost Index (CCI) for Petersburg, VA.
5. Mobilization was estimated at approximately 7% of total cost of other items.
6. Permit applications will require the preparation of a Storm Water Pollution Protection Plan (SWPPP) and a Spill Prevention Control and Countermeasure (SPCC) Plan.
7. Road gravel removal was estimated on a time and material basis using a 6-inch thickness. Since the material will not remain on site, a hauling cost is added to the removal cost. The recycling costs for road aggregate are volatile varying from approximately \$10 per ton for disposal to \$10 per ton for recycling.
8. Grade Road Corridor reflects the cost of mobilizing and operating light equipment to spread and smooth the topsoil stockpiled on site to replace the aggregate removed from the road.
9. Erosion and sediment control along road reflects the cost of silt fence on the downhill side of the road.
10. Topsoil is required to be stockpiled on site during construction, therefore this topsoil is available on site to replace the road aggregate, once removed. Subsoiling cost to decompact roadway areas is estimated as \$350 per acre (based on state DOT bid prices), and Turf Establishment, which includes seed, fertilizer, mulch, and care until grass is established is \$2,070.41 per acre (based on RSMeans City Cost Index (CCI) for Petersburg, VA).
11. Fence removal includes loading, hauling, and recycling or disposal. Fence and posts weigh approximately 10 pounds per foot.
12. Array support posts are generally lightweight "I" beam sections installed with a backhoe-like piece of specialized equipment. (No structural details are available at the time of decommissioning cost estimating.) Crew productivity is approximately 150 posts per day, and

- the same crew and equipment should have a similar productivity removing the posts, resulting in a per post cost of approximately \$14.96.
13. A metal recycling facility (Atlantic Iron and Metal) is in Petersburg, VA, 26.5 miles from the project site. Pricing was acquired from www.scrapmonster.com. There are 25,000 posts driven on the project for a total weight of approx. 1,735 tons and we estimate the hauling costs at approximately \$0.50 per ton mile. The pricing is adjusted to 75 percent of the published price to reflect the processing required for the posts to fit recycling requirements and Atlantic Iron & Metal margin.
 14. Based on the review of a manufacturer's details of the array support structures the structures weigh approximately three pounds per square foot. Each solar panel has an area of 26.5 square feet. The facility has 113,640 modules, which equals 3,011,460 square feet of array or 4,517 tons. The frames are made of light weight steel and/or aluminum extrusions so a crew with hand tools can disassemble and cut the pieces to sizes for recycling at a rate of about 400 pounds per person per hour, or about \$300 per ton.
 15. Hauling the steel to Petersburg, VA (Atlantic Iron and Metal – 30 Mill Road, Petersburg, VA) at \$0.50 per ton mile costs about \$13.25 per ton.
 16. First Solar Series 6 solar panels rated at 440 watts measure approximately four feet by six and a half feet and weigh 34.5 kg or approximately 76 pounds so they can easily be disconnected, removed, and packed by a three-person crew at a rate we estimate at 20 panels per hour.
 17. 4.2 MW inverters will be used on this project. Pad mounted Inverters are medium sized enclosures (9'-10" wide, 8'-6" tall, and 8'-0" deep that are mounted on a metal skid, which is secured to a concrete slab. They weigh 13,230 pounds and can be disconnected by a crew of electricians. They must be lifted by a truck mounted crane for transport to the recycler. They contain copper or aluminum windings.
 18. Transformers for this project will be mounted on the same metal skid as the inverters. The transformers weigh approximately 16,700 pounds and contain either copper, or more commonly, aluminum windings that have significant salvage value. They are typically oil filled, but most transformer recyclers will accept the transformers with oil. The estimated costs include removal of the skid and concrete pads and conduits feeding the equipment.
 19. Medium voltage (MV) equipment and SCADA equipment are mounted on the same concrete pad as the transformer and enclosed in weatherproof cabinets. Their size requires light equipment to remove them. The costs shown include the removal of the concrete pads.
 20. To reduce tracking of sediment off-site by trucks removing materials, we have included a rock construction entrance priced based on state DOT bid prices.
 21. Perimeter control pricing is based on a sediment fence placed on the downgrade side of the work area perimeters and protecting wetlands and drainage swales within the project area. Pricing is based on VDOT unit prices.
 22. No topsoil is planned to be removed from the site during decommissioning and most of the site will not have been compacted by heavy truck or equipment traffic, so the site turf

establishment cost is based on VDOT unit prices for applying lime, fertilizer, seed, and mulch at the Road and Bridge Specifications of Section 603 of \$1,000 per acre plus an allowance for some areas to be de-compacted.

23. Metal salvage prices (steel, aluminum, copper) are based on quotes from www.scrapmonster.com for the U.S. East Coast in Oct 2022. These prices are based on delivery to the recycling facility with the material prepared to meet size, thickness, cleanliness, and other specifications. A reduction of 25% has been taken from this price to reflect the processing by the Contractor to meet the requirements. The prices are three months old at the time they are displayed on the website.
24. The steel posts and array racking are priced based on #1 HMS (high melt steel). (\$290)
25. Solar module degradation is approximately 0.50% per year, or 84% capacity remaining after 35 years. There is currently a robust market for used solar panels and pricing can be found on eBay and other sites. We have assumed that if the modules are producing power, they will have economic value. To avoid unconservative pricing for the used modules we used the minimum pricing of \$0.04 per watt found in the published paper, "Salvage Value of Photovoltaic Systems". Pricing for recycling of damaged modules was obtained from ECS Regenesys (ECS) and is \$0.48 per pound, plus shipping to their Texas facility. An ECS representative noted that in 35 years the recycling process will have changed significantly. For interim decommissioning, resale of used modules will be most cost effective.
26. There is an active market for reselling and recycling electrical transformers and inverters with several national companies specializing in recycling. We have assumed that the electrical equipment will be obsolete at the time of decommissioning so we have based the pricing on a percentage of the weight that reflects the aluminum windings that can be salvaged. Pricing was obtained from scrapmonster.com. We have assumed a 25% recovery of the weight of the transformers and inverters for aluminum windings.
27. The collection lines are priced as copper conductor wire, which is typical. The prices used reflect a yield of the copper resulting from the insulation and other materials that must be stripped from the wire so that the copper can be recycled. The estimate uses the East Coast price of #2 copper wire with a 50% recovery rate as found on www.scrapmonster.com in Oct 2022, which is \$1.29 per pound.
28. Care to prevent damage and breakage of equipment, PV modules, inverters, capacitors, and SCADA must be exercised, but removal assumes unskilled common labor under supervision.
29. All salvage will be for bulk material or equipment.

BOARD ACTION FORM

Agenda Item: Recognition #3.01

Subject: Recognition of Retired Public Safety Coordinator, G. Reid Foster

Board Meeting Date: March 16 2023

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Summary: After starting employment with the County on January 14, 2019 as the Public Safety Coordinator, Mr. Reid Foster retired on March 1, 2023.

Reid worked in the Fire and EMS field for over 45 years. He assisted with establishing protocol for the COVID pandemic, the radio system, keeping us informed with severe and or threatening weather conditions, to name a few.

County Administration wants to take this opportunity to thank Mr. Garland Reid Foster for serving Sussex County so selflessly.

Recommendation: That the Board approves and adopts the resolution honoring Mr. James J. Shanko, III, on his retirement.

Attachment: A copy of the resolution.

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ACTION: That the Board approves and adopts the resolution honoring Mr. Garland Reid Foster, on his retirement.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Futrell	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
			White (Tie Breaker)	___	___

Resolution



In Recognition of the retirement G. Reid Foster

WHEREAS, Garland Reid Foster served as the Public Safety Coordinator of Sussex County from January 14, 2019, to February 28, 2023; and

WHEREAS, Mr. Foster has served as a volunteer firefighter in Prince George County for over 45 years, and brought a wealth of fire and emergency medical services experience and knowledge to his position in Sussex County; and

WHEREAS, Mr. Foster worked closely with the Sussex County Fire and Rescue Association during his tenure, working to coordinate and prioritize a range of needs related to equipment, fire turnout gear, vehicles, and facilities for Sussex County's volunteer fire and rescue organizations; and

WHEREAS, Mr. Foster was instrumental in developing a ten-year capital improvements plan and getting Sussex County's first master lease program in place for the purchase of new fire vehicles, and for the acquisition of new fire vehicles for each volunteer fire department; and

WHEREAS, WHEREAS, Mr. Foster played a critical role in Sussex County's response to the Covid-19 pandemic, putting protocols in place for county offices, scheduling vaccination clinics and testing sites, and providing general coordination with the Crater Health District, and was a strong advocate for establishing vaccination sites within Sussex County; and

WHEREAS, Mr. Foster was a committed member of the Sussex County Management Team, collaborating with county department heads and Constitutional Officers on a variety of issues, and providing insight on fire and EMS issues facing the county, and served as a respected representative of Sussex County in his interactions within the region and state agencies.

THEREFORE, BE IT RESOLVED BY THE SUSSEX COUNTY BOARD OF SUPERVISORS that Garland Reid Foster is recognized for his faithful service and commitment to the residents of Sussex County over the past four years, and for his many positive impacts on public safety.

March 16, 2023

Wayne O. Jones, Chairman
Sussex County Board of Supervisors

WHEREAS, Garland Reid Foster served as the Public Safety Coordinator of Sussex County from January 14, 2019, to February 28, 2023; and

WHEREAS, Mr. Foster has served as a volunteer firefighter in Prince George County for over 45 years, and brought a wealth of fire and emergency medical services experience and knowledge to his position in Sussex County; and

WHEREAS, Mr. Foster worked closely with the Sussex County Fire and Rescue Association during his tenure, working to coordinate and prioritize a range of needs related to equipment, fire turnout gear, vehicles, and facilities for Sussex County's volunteer fire and rescue organizations; and

WHEREAS, Mr. Foster was instrumental in developing a ten-year capital improvements plan and getting Sussex County's first master lease program in place for the purchase of new fire vehicles, and for the acquisition of new fire vehicles for each volunteer fire department; and

WHEREAS, Mr. Foster played a critical role in Sussex County's response to the Covid-19 pandemic, putting protocols in place for county offices, scheduling vaccination clinics and testing sites, and providing general coordination with the Crater Health District, and was a strong advocate for establishing vaccination sites within Sussex County; and

WHEREAS, Mr. Foster has built a strong working relationship with VDEM to ensure Sussex County is prepared to handle emergency events through planning and hazard mitigation activities; and

WHEREAS, Mr. Foster has worked tirelessly to address issues with and identify needed upgrades for the county's radio communication system, and played a key role in securing an agreement with the Virginia Department of Corrections to pay for half of the radio system maintenance agreement costs; and

WHEREAS, Mr. Foster successfully managed the transition of contracted EMS staff over the past year to ensure the provision of quality EMS care for county residents; and

WHEREAS, Mr. Foster was a committed member of the Sussex County Management Team, collaborating with county department heads and Constitutional Officers on a variety of issues, and providing insight on fire and EMS issues facing the county, and served as a respected representative of Sussex County in his interactions within the region and state agencies.

THEREFORE, BE IT RESOLVED BY THE SUSSEX COUNTY BOARD OF SUPERVISORS that Garland Reid Foster is recognized for his faithful service and commitment to the residents of Sussex County over the past four years, and for his many positive impacts on public safety.

BOARD ACTION FORM

Agenda Item: Recognition #3.02

Subject: Recognition of Retired Lieutenant James J. Shanko, III – Sheriff Giles

Board Meeting Date: March 16 2023

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Summary: Sheriff Giles contacted Administration and requested recognition of Lieutenant James Shanko on his retirement on March 1, 2023 after 30 years of service with the Sheriff’s Department.

The Sheriff’s Department, his co-workers, the Board, and County Administration would like to express our appreciation and extend our congratulations to Mr. James J. Shanko, III on his retirement.

Mr. Shanko will be present to accept the resolution.

Recommendation: That the Board approves and adopts the resolution honoring Mr. James J. Shanko, III, on his retirement.

Attachment: A copy of the resolution in

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ACTION: That the Board approves and adopts the resolution honoring Mr. James J. Shanko, III, on his retirement.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Futrell	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
			White (Tie Breaker)	___	___

Resolution



In Recognition of the retirement James J. Shanko, III

WHEREAS, James J. Shanko, III, began his employment with the Sussex County Sheriff's Office on January 1, 1993 as a Jailer under Sheriff E. S. Kitchen, Jr; and

WHEREAS, He was promoted on July 1, 2003 to Corporal; and

WHEREAS, shortly thereafter, he was promoted to Sergeant on July 1, 2004, with both promotions being under Sheriff E. E. Kitchen, Jr.; and

WHEREAS, he held the rank of Sergeant until January 1, 2020, when he was promoted to Lieutenant under Sheriff E. L. Giles, Sr.; and

WHEREAS, Lieutenant Shanko served as the Secretary for the Virginia Correctional Association (VCA); AND

WHEREAS, after thirty years of dedicated service under three Sheriffs—Sheriff E. S. Kitchen, Jr, the late Sheriff R. R. Bell and Sheriff E. L, Giles, Sr.; James J. Shanko, III retired as a Lieutenant on March 1, 2023

BE IT RESOLVED that the Sussex County Board of Supervisors hereby recognizes and congratulates Mr. James J. Shanko, III on his retirement and wishes him the best in his future endeavors.

NOW, THEREFORE BE IT FURTHER RESOLVED that a copy of this Resolution be spread upon the minutes of this Board meeting this 16th day of March, 2023.

Wayne O. Jones, Chairman
Sussex County Board of Supervisors

James J. Shanko, III began his employment with the Sussex County Sheriff's Office on January 1, 1993 as a Jailor under Sheriff E.S. Kitchen, Jr. He was promoted on July 1, 2003 to Corporal and shortly thereafter, he was promoted to Sergeant on July 1, 2004; both promotions were received under Sheriff E.S. Kitchen, Jr.

He held the rank of Sergeant until Jan 1, 2020 when he was promoted to Lt. under Sheriff E.L. Giles, Sr. and kept that rank until his retirement on March 1, 2023. James Shanko retired after thirty years of service and worked under three Sheriff's, Sheriff E.S. Kitchen, Jr., Sheriff R.R. Bell, and Sheriff E.L. Giles, Sr. James Shanko was the Secretary for the VCA (Virginia Correctional Association).

BOARD ACTION FORM

Agenda Item: Recognition #3.03

Subject: VDOT Project Update – Jerry Kee,

Board Meeting Date: March 16 2023

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Summary: Jerry Kee with VDOT (Franklin Office) will present an update on VDOT projects in Sussex County, to include the Route 40/Route 35 roundabout project, the Glyndon-Carver paving project, and a traffic safety study for US 460 in Wakefield.

Recommendation: No action is requested.

Attachment: None

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ACTION: N/A

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Futrell	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
		White (Tie Breaker)	___	___	

BOARD ACTION FORM

Agenda Item: Recognition #3.04

Subject: DSS Advisory Board Update – Leah Brantley (DSS Advisory Board Chair) & Valerie Pierce (Interim DSS Director)

Board Meeting Date: March 16 2023

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Summary: Leah Brantley, Sussex County DSS Advisory Board Chair, and Valerie Pierce, Interim DSS Director, will provide a brief update on Sussex County Department of Social Services (DSS) operations.

Recommendation: No action is requested.

Attachment: None

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ACTION: N/A

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Futrell	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
		White (Tie Breaker)	___	___	

BOARD ACTION FORM

Agenda Item: Public Hearing Item #4.01

Subject: Ordinance Amendment #2023-01: Amendment to Sussex County Planning Commission Ordinance

Board Meeting Date: March 16 2023

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Summary: Attached for your consideration is an amendment to the Sussex County Planning Commission Ordinance to reduce the membership of the Planning Commission from 13 to 9, to re-appoint its current membership as a result of redistricting, and to make several updates to the previously adopted Ordinances and Resolutions related to the Planning Commission.

Recommendation:

Attachments: Staff report, Notice of Public Hearing, Ordinance Amendment #2023-01 Planning Commission Ordinance and application documents.

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ACTION: TBD

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Futrell	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
			White (Tie Breaker)	___	___



STAFF REPORT

ORDINANCE AMENDMENT #2023-01:

An amendment to the Sussex County Planning Commission Ordinance to reduce the membership of the Planning Commission from 13 to 9, to re-appoint its current membership as a result of redistricting, and to make several updates to the previously adopted Ordinances and Resolutions related to the Planning Commission.

DESCRIPTION:

Since the redistricting has been approved, staff has reviewed the Planning Commission appointments to determine the impact of redistricting on the Commission’s current representation.

Currently, the Commission consists of 11 members, two representing each election district, and one appointment from the Sussex Service Authority. Staff has found that this current representation is not consistent with the current County Code provisions, which reflects 13 members.

Therefore, as a result of these inconsistencies along with redistricting, staff proposes that the Planning Commission membership composition be amended to consist of 9 members, one from each of the 7 districts and 2 members-at-large. This would allow the current membership to remain in place, requiring a new appointment from the Henry and Courthouse Districts, as follows and as shown on the attached accompanying map:

Stony Creek District – **Rudolph Shands** continues to reside within the new district boundaries.

Courthouse District – **Vacant** (Kevin Bracy no longer resides within the new district boundaries.)

Henry District – **Vacant** (Terry Massenburg no longer resides within the new district boundaries.)

Yale District – **Terry Massenburg** recommended as the new appointment since she now resides within the new district boundaries.

Wakefield District – **Dennis Mason** continues to reside within the new district boundaries.

Waverly District – **Andrew Mayes** continues to reside within the new district boundaries.

Blackwater District – **Roger King** recommended as the new appointment since he now resides within the new district boundaries.



Member-At-Large – Kevin Bracy recommended for appointment.

Member-At-Large – Lafayette Edmond recommended for appointment.

Staff further recommends that the SSA no longer have representation on the Planning Commission and that the agency serve as a reviewing agency for relevant applications.

In addition, please find attached a copy of the proposed ordinance amendment, reflecting the recommended changes as presented herein.

RECOMMENDED BOARD ACTION:

Adopt the attached ordinance amendment and reappoint Planning Commissioners as recommended.

ATTACHMENTS:

- Public Hearing Advertisement
- Sussex County Planning Commission Ordinance (clean version)
- Sussex County Planning Commission Ordinance (redlined version)
- Redistricting Map
- Current Map (prior to redistricting)

Notice of Public Hearing Sussex County Board of Supervisors

Notice is hereby given that the Sussex County Board of Supervisors will hold a public hearing on Thursday, March 16, 2023 at 6:00 p.m. in the General District Courtroom, Sussex Judicial Center, 15098 Courthouse Road, Sussex, Virginia 23884 to consider the following:

Ordinance Amendment #2023-01: An amendment to the Sussex County Planning Commission Ordinance to reduce the membership of the Planning Commission from 13 to 9, to re-appoint its current membership as a result of redistricting, and to make several updates to the previously adopted Ordinances and Resolutions related to the Planning Commission.

A copy of the proposed Ordinance Amendment along with supporting documentation are available for review in the Planning Department during regular business hours Monday through Friday from 8:30 a.m. to 5:00 p.m.

Due to the ongoing COVID health crisis and the limited space available due to social distancing practices, if attending in person face coverings and social distancing measures are recommended. Anyone needing assistance or accommodation under the provisions of the American Disabilities Act should call the Planning Department at 434-246-1000.

Authorized by:

Beverly Walkup
Planning Director

Ordinance Amendment #2023-01

Sussex County

Planning Commission Ordinance

Whereas, pursuant to the authority contained in Code of Virginia, § 15.2-2210 et seq., the Sussex County Board of Supervisors adopted an ordinance on April 20, 1967 creating the Sussex County Planning Commission and a Resolution on January 18, 1990 dealing with terms of office among other things; and

Whereas, such Ordinance and Resolution may have been amended from time to time; and

Whereas, the Planning Commission is currently structured to have thirteen members; and

Whereas, the Board desires to reduce the number of members from thirteen to nine; and

Whereas, the Board desires to make several other updates to the previously adopted Ordinances and Resolutions related to the Planning Commission.

Now Therefore, be it Ordained by the Sussex County Board of Supervisors, the county provisions currently in effect for the Planning Commission are hereby amended as follows:

Composition.

The planning commission shall consist of 9 members, one of whom shall represent each of the seven election districts, and two members-at-large.

Terms.

All members of the planning commission shall be appointed by the board of supervisors for staggered terms of four years.

Filling of vacancies in office.

Any vacancy in the membership of the planning commission shall be filled through an appointment by the board of supervisors, and such an appointment shall be made for the unexpired term of the position of commission appointment left vacant.

Removal of commissioners.

Any member of the planning commission may be removed by the board of supervisors for malfeasance in office or if the member is absent from any three consecutive meetings of the commission, or is absent from any four meetings of the commission within any 12-month period; provided that he be notified of the charges against him; and provided further, that such removal shall be made only after a public hearing at which such member shall have an opportunity to appear, to be heard and to present evidence or witnesses on the charges against him.

Organization.

The planning commission shall meet annually in January to organize itself and appoint from its membership, a chairman and vice-chairman. The chairman shall preside over all meetings. In the absence of the chairman, the vice-chairman shall preside over meetings. In the absence of the chairman and vice-chairman at any regular meeting, a temporary chairman shall be elected by a quorum vote of the membership present until the chairman or vice-chairman is present.

A secretary shall also be appointed annually by the commission from planning staff.

Powers generally.

The planning commission shall have all the powers and authority of planning commissions prescribed by law.

Development of bylaws.

The planning commission shall adopt bylaws and rules of procedure. The bylaws may be amended at any regular meeting provided that such amendment shall have first been presented to all members in writing at a meeting of the Commission at least thirty (30) days prior to the meeting at which the vote is taken.

This Ordinance amends the April 20, 1967, Ordinance and all subsequent ordinances and Resolutions related to the composition and organization of the Sussex County Planning Commission.

Adopted this __ day of _____, 2023 and effectively immediate upon adoption.

Sussex County Board of Supervisors

By: _____

Wayne Jones, Chairman

Attest:

Shilton Ricks-Butts, Clerk to the Board

Ordinance Amendment #2023-01

Sussex County

Planning Commission Ordinance

Whereas, pursuant to the authority contained in Code of Virginia, § 15.2-2210 et seq., the Sussex County Board of Supervisors adopted an ordinance on April 20, 1967 creating the Sussex County Planning Commission and a Resolution on January 18, 1990 dealing with terms of office among other things; and

Whereas, such Ordinance and Resolution may have been amended from time to time; and

Whereas, the Planning Commission is currently structured to have thirteen members; and

Whereas, the Board desires to reduce the number of members from thirteen to nine; and

Whereas, the Board desires to make several other updates to the previously adopted Ordinances and Resolutions related to the Planning Commission.

Now Therefore, be it Ordained by the Sussex County Board of Supervisors, the county provisions currently in effect for the Planning Commission are hereby amended as follows:

Composition.

The planning commission shall consist of ~~13~~ 9 members, one of whom shall represent each of the seven election districts, and two members-at-large ~~one of whom may be a member of the board of supervisors, and one of whom may be a member of the administrative branch of the county government.~~

Terms.

All members of the planning commission shall be appointed by the board of supervisors for staggered terms of four years; ~~provided, however, that any member appointed from the board of supervisors or the administrative branch of the county government shall serve for a term corresponding with the member's tenure in office.~~

Filling of vacancies in office.

Any vacancy in the membership of the planning commission shall be filled through an appointment by the board of supervisors, and such an appointment shall be made for the unexpired term of the position of commissioner ~~appointment~~ left vacant.

Removal of commissioners.

Any member of the planning commission may be removed by the board of supervisors for malfeasance in office or if the member is absent from any three consecutive meetings of the commission, or is absent from any four meetings of the commission within any 12-month period; provided that he be notified of the charges against him; and provided further, that such removal

shall be made only after a public hearing at which such member shall have an opportunity to appear, to be heard and to present evidence or witnesses on the charges against him.

Organization.

~~As soon as practicable after the appointment of members, t~~The planning commission shall meet annually in January to ~~and~~ organize itself. ~~The planning commission is authorized to and~~ appoint from its membership, a chairman and vice-chairman. ~~The chairman shall preside over all meetings, an executive committee consisting of the chairman and four other members. The executive committee may exercise between meetings of the planning commission, all powers of the planning commission or such powers as the commission may delegate to it. In the absence of the chairman, the vice-chairman shall preside over meetings. In the absence of the chairman and vice-chairman at any regular meeting, a temporary chairman shall be elected by a quorum vote of the membership present until the chairman or vice-chairman is present.~~

~~A secretary shall also be appointed annually by the commission from planning staff.~~

Powers generally.

The planning commission shall have all the powers and authority of planning commissions prescribed by law.

Development of bylawswork program.

~~The planning commission, shall adopt bylaws and rules of procedure. The bylaws may be amended at any regular meeting provided that such amendment shall have first been presented to all members in writing at a meeting of the Commission at least thirty (30) days prior to the meeting at which the vote is taken, upon the completion of its organization and after consultation with the board of supervisors, shall adopt a work program for the development of the county.~~

This Ordinance amends the April 20, 1967, Ordinance and all subsequent ordinances and Resolutions related to the composition and organization of the Sussex County Planning Commission.

Adopted this ___ day of _____, 2023 and effectively immediate upon adoption.

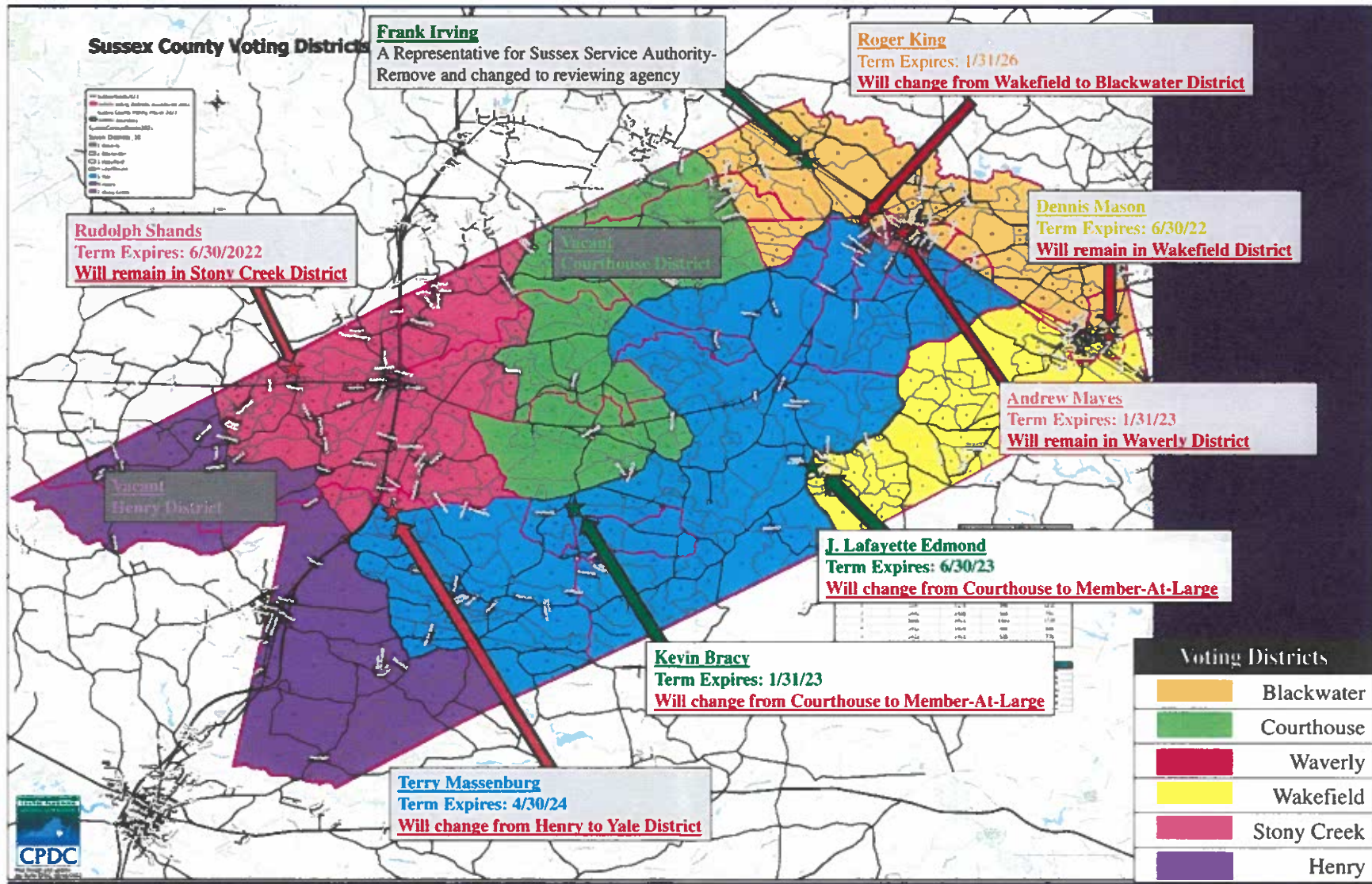
Sussex County Board of Supervisors

By: _____

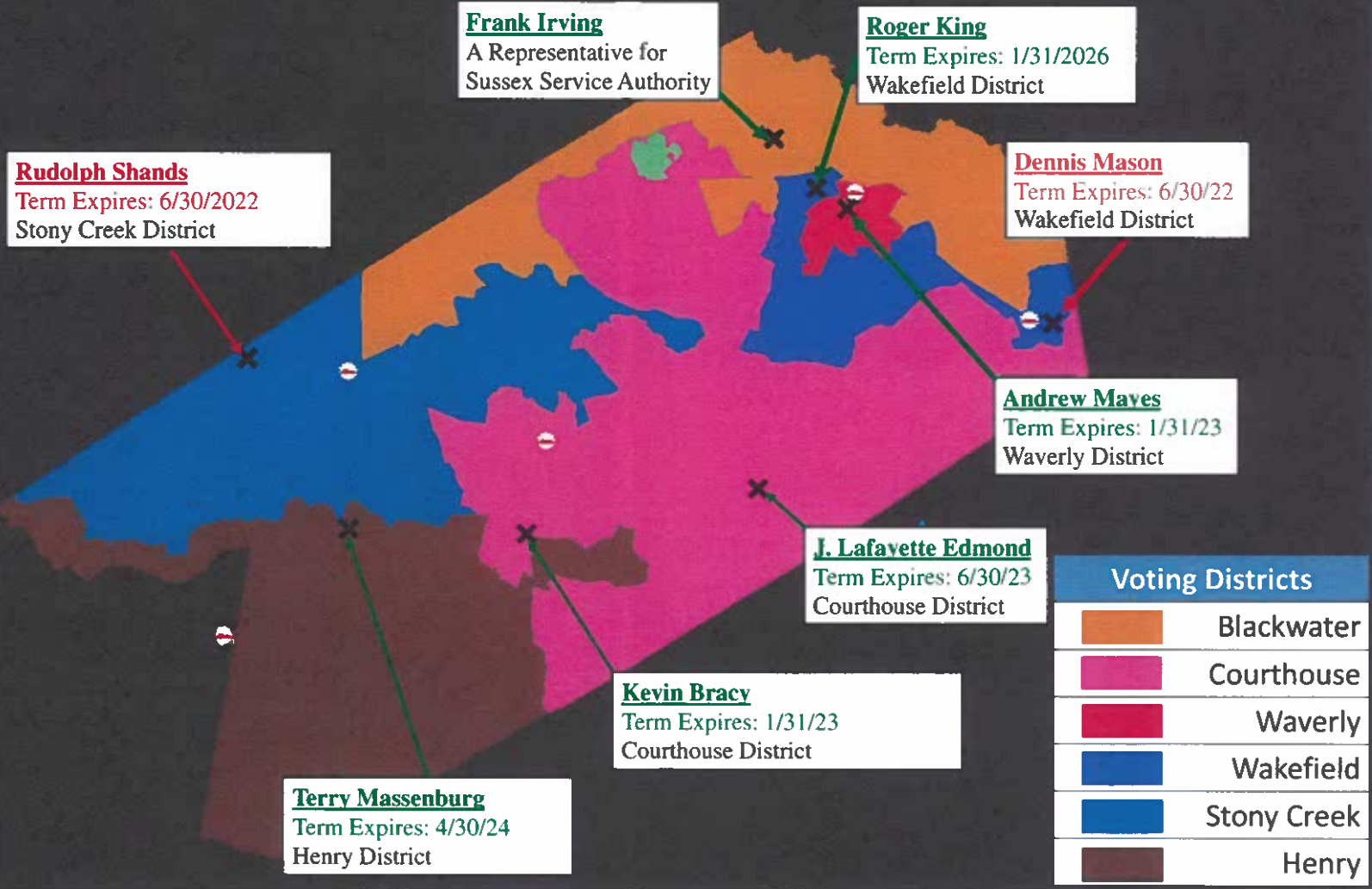
Wayne Jones, Chairman

Attest:

Shilton Ricks-Butts, Clerk to the Board



Current Voting Districts- Planning Commissioners



BOARD ACTION FORM

Agenda Item: Appointments #5.01

Subject: Appointment to District 19 Community Services Board

Board Meeting Date: March 16 2023

=====

Summary: There is a vacancy on the District 19 Community Services Board. A new appointment will need to be made. **Per D19 CSB, this appointment does not have to be the Director of Social Services.** The position description is included. The new appointment will be a three year term, starting immediately, expiring February 28, 2026 should the appointment be made at the February meeting. (The three year term will be determined by the month of the appointment per D19 CSB.)

Recommendation: That the Board appoints a representative for Sussex County to the District 19 Community Services Board with a term beginning immediately, expiring February 28, 2026.

Attachments: (1) Board member position description; (2) By Laws; and (3) Meeting Schedule

=====

ACTION: That the Board appoints a representative for Sussex County to the District 19 Community Services Board with a term beginning immediately, expiring February 28, 2026.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Futrell	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___

White (Tie Breaker) ___ ___

District 19 Community Services Board Board Member Position Description

The purpose of this Community Services Board (referred to as the Board) shall be to be responsible to the cities of Colonial Heights, Emporia, Hopewell, Petersburg, and the counties of Greensville, Prince George, Sussex and Surry, Virginia, in establishment and operation of Community Mental Health, Developmental, and Substance Use programs provided for by the Chapter 5, of Title 37.2 of the Code of Virginia (1950) as amended.

The Board, as a direct agent of the governmental entities which have established it, shall be subject to the laws and regulations relating to such agencies of those governments and shall have the general powers, duties and responsibilities of a Board as outlined in Chapter 5 of Title 37.2-504, Code of Virginia.

Duties and Expectations for Members of the District 19 CSB Board of Directors

Executive Director as chief executive officer, reports directly to Board and implements all policy, financial and regulatory requirements, directs operations, staffing, service delivery, contracting, and all aspects of the Board.

In collaboration with the Executive Director, members of the Board provide oversight and assurance of the following:

- To review and evaluate all existing and proposed services and facilities available to serve the community.
- Review and approve the performance contract as required by DBHDS.
- Make policies or regulations concerning the delivery of services and operation of facilities under its direction or supervision, subject to applicable policies and regulations adopted by the Board.
- Appoint an Executive Director of community mental health, developmental, and substance use services, who meets the minimum qualifications established by the Department, and prescribe his/her duties.
- Ensure establishment of a reimbursement system to maximize the collection of fees from individuals receiving services under its jurisdiction or supervision, consistent with the provisions of § 37.2-511, and from responsible third party payors.
- Take all necessary and appropriate actions to maximize the involvement and participation of individuals receiving services and family members of individuals receiving services in policy formulation and services planning, delivery, and evaluation.
- Assure quality services and funding compliance with federal, state and local mandates and priorities.
- Chair of the Board signs Performance Contract with state agency for state funds and obligations and provider agreements with Medicaid agencies or designees as required.
- Advocates for services and funding to support needed services within the community, to local and state officials.
- Board members as local officials are must comply with FOIA, COIA, HIPAA, and all other regulations.
- Board members will comply with duties and responsibilities per the Board of Directors by-laws.

Qualifications:

Per § 37.2-50, Appointments to the community services board shall be broadly representative of the community. One-third of the appointments to the board shall be individuals who are receiving or who have received services or family members of individuals who are receiving or who have received services, at least one of whom shall be an individual receiving services. One or more appointments may be nongovernmental service providers. Sheriffs or their designees also shall be appointed, when practical. No employee of the community services board or employee or board member of an organization that receives funding from any community services board shall be appointed a member of that board. No community services board shall be composed of a majority of local government officials, elected or appointed, as members, nor shall any county or city be represented on a board by more than two officials, elected or appointed.

Attendance and Participation:

- Attend and actively participate in (8 monthly meetings on the 4th Thursday of the month, except June, July, August and November) per the by-laws. A member is responsible for notifying the Clerk of the Board in the event of an absence, it at all possible. Because representation from each locality is important, and decisions can only be made with a quorum of members present, Board Members must commit their time and travel to attend these meetings.
- Attend new board member orientation (approximately 1 hour) with executive director before attending first board meeting.
- Attend and actively participate in planning retreat (as needed).
- Attend and participate in telephone, webcam or zoom conference in between regularly scheduled meetings as needed.
- Board members are strongly encouraged to participate in additional events such as D19 All Staff meetings, public budget hearings, County Board of Supervisors meeting, City Council meetings, and advocacy opportunities throughout the year.

Compensation/Employment:

- Board members are to be compensated \$50.00 (not to exceed \$600.00 per calendar year) for attending regularly scheduled board meetings. Board members will be reimbursed for mileage at the rate approved within the Commonwealth of Virginia's Appropriation Act. Members will have the right to accept or decline compensation and/ or reimbursement for mileage. If members should decline the acceptance of payment for board meeting attendance and/or mileage reimbursement, these funds will be returned to the general fund.
- Board members are not employees of District 19 Community Services Board.

**DISTRICT 19
COMMUNITY SERVICES BOARD
BY-LAWS**

ARTICLE I - NAME

The name of this board shall be District 19 Community Services Board, hereinafter referred to as the "Board".

ARTICLE II - PURPOSE

The purpose of this Board shall be to be responsible to the cities of Colonial Heights, Emporia, Hopewell, Petersburg and the counties of Prince George, Sussex, Greensville, Dinwiddie and Surry, Virginia, in the establishment and operation of community Mental Health, Developmental, and Substance Abuse programs as provided for by the Chapter 5, of Title 37.2 of the Code of Virginia (1950) as amended.

To provide a system of comprehensive community mental health, developmental, and substance abuse services which relate to and are integrated with existing and planned programs within the limits of aforesaid jurisdictional boundaries.

ARTICLE III - MEMBERSHIP

Section 1. The membership of the Board shall consist of not less than six or more than eighteen persons approved and appointed by the governing bodies of District 19. The membership shall be as broadly representative as possible of all lay and professional elements of the community. Members shall be appointed in accordance with Chapter 5 of Title 37.2-501 of the Code of Virginia as amended.

Section 2. Board Composition shall be based on the population of each of our localities determined every 4 years. Localities with less than 15,000 citizens will be allocated one board member; localities with populations between 15,000 and 30,000 will be allocated two board members; and localities with populations exceeding 30,000 will be allocated three board members.

Section 3. A member of the Board shall be appointed for a term of three years from the first day of January of the year of appointment, or at the option of the governing body of a county or city, from the first day of July of the year of appointment.

Section 4. Vacancies shall be filled for the unexpired terms in the same manner as the original appointment.

Section 5. Ex-officio members may be appointed by this Board. Such members shall serve in an advisory capacity with no voting privilege.

Section 6. Any member of the board who is absent from two (2) consecutive regular board meetings, unless absent for reasons considered valid by the Board, shall be reminded by letter of the importance of their presence and input to the Board and further, copy of such letter shall be sent to the Chairman of the appointing County Board or Mayor of the City represented and to the appropriate County or City Administrator. A member is responsible for notifying the administrative office in the event of an absence, if at all possible.

Valid reasons for not attending a Board meeting are as follows:

- Own illness
- Family illness
- Primary job/business responsibility
- Out of town/country on business
- Out of town/country on family matter
- Out of town/country on vacation
- Other commitment, i.e., conflicting meeting, training, school
- Family commitment, i.e., child care, out-of-town guests
- Adverse weather conditions

Section 7. Board members are to be compensated \$50.00, not to exceed \$600.00 per calendar year, for attending regularly scheduled board meetings and to be reimbursed for mileage at the rate approved within the Commonwealth of Virginia's Appropriation Act. Members will have the right to accept or decline compensation and/ or reimbursement for mileage. If members should decline the acceptance of the \$50 payment and/ or mileage reimbursement, these funds will be returned to the general fund.

ARTICLE IV - POWERS AND DUTIES

The Board, as a direct agent of the governmental entities which have established it, shall be subject to the laws and regulations relating to such agencies of those governments and shall have the general powers, duties and responsibilities of a Board as outlined in Chapter 5 of Title 37.2-504, Code of Virginia. As set forth in the Code of Virginia these are:

- a. To review and evaluate all existing and proposed public community mental health, developmental, and substance abuse services and facilities available to serve the community and such private services and facilities as receive funds through the Board and advise the appropriate local governments as to its findings.

b. Pursuant to § 37.2-508, submit to the governing body of each city or county that established it a performance contract for community mental health, developmental, and substance abuse services for its approval prior to submission of the contract to the Department.

c. Within amounts appropriated for this purpose, provide services authorized under the performance contract.

d. In accordance with its approved performance contract, enter into contracts with other providers for the delivery of services or operation of facilities.

e. In the case of operating and administrative policy boards, make policies or regulations concerning the delivery of services and operation of facilities under its direction or supervision, subject to applicable policies and regulations adopted by the Board.

f. Appoint an executive director of community mental health, developmental, and substance abuse services, who meets the minimum qualifications established by the Department, and prescribe his duties.

g. Prescribe a reasonable schedule of fees for services provided by personnel or facilities under the jurisdiction or supervision of the board and establish procedures for the collection of those fees. All fees collected shall be included in the performance contract submitted to the local governing body or bodies pursuant to subdivision 2 and § 37.2-508 and shall be used only for community mental health, developmental, and substance abuse services purposes. Every board shall institute a reimbursement system to maximize the collection of fees from individuals receiving services under its jurisdiction or supervision, consistent with the provisions of § 37.2-511, and from responsible third party payors. Boards shall not attempt to bill or collect fees for time spent participating in commitment hearings for involuntary admissions pursuant to Article 5 (§ 37.2-814 et seq.) of Chapter 8.

h. Accept or refuse gifts, donations, bequests, or grants of money or property from any source and utilize the same as authorized by the governing body or bodies of each city or county that established it.

i. Seek and accept funds through federal grants; provided, however, in accepting such grants the Board shall not bind the governing body or bodies of the political subdivision or subdivisions of which it is an agency to any expenditures or conditions of acceptance without the prior approval of such governing body or bodies.

j. Notwithstanding any provision of law to the contrary, to disburse funds appropriated to it in accordance with such regulations as may be established by the governing body of the political subdivision of which the Board is an agency or, in the case of a joint board, as may be established by agreement.

k. Apply for and accept loans as authorized by the governing body of each city or county that established it.

l. Develop joint written agreements, consistent with policies adopted by the Board, with local school divisions; health departments; boards of social services; housing agencies, where they exist; courts; sheriffs; area agencies on aging; and regional offices of the Department for Aging and Rehabilitative Services. The agreements shall specify the services to be provided to individuals. All participating agencies shall develop and implement the agreements and shall review the agreements annually.

m. Develop and submit to the Department the necessary information for the preparation of the Comprehensive State Plan for Behavioral Health and Developmental Services pursuant to § 37.2-315.

n. Take all necessary and appropriate actions to maximize the involvement and participation of individuals receiving services and family members of individuals receiving services in policy formulation and services planning, delivery, and evaluation.

o. Institute, singly or in combination with other community services boards or behavioral health authorities, a dispute resolution mechanism that is approved by the Department and enables individuals receiving services and family members of individuals receiving services to resolve concerns, issues, or disagreements about services without adversely affecting their access to or receipt of appropriate types and amounts of current or future services from the community services board.

p. In the case of an operating board, have authority, notwithstanding any provision of law to the contrary, to receive state and federal funds directly from the Department and act as its own fiscal agent, when authorized to do so by the governing body of each city or county that established it.

q. Notwithstanding the provisions of § 37.2-400 or any regulations adopted thereunder, release data and information about each individual receiving services to the Department so long as the Department implements procedures to protect the confidentiality of that data and information.

ARTICLE V - OFFICERS OF THE BOARD AND THEIR DUTIES

Section 1. The officers of the Board shall consist of a Chair, Vice-Chair, and Treasurer who shall be elected by the Board and serve at the pleasure of the Board.

Section 2. The duties of the **Chair** shall be:

- a. To preside at all meetings of the Board.

- b. To appoint all committees deemed necessary for operation of the Board.
- c. To work closely with the Director of the Community Services Board.
- d. To perform any other duties determined by the Board.
- e. To keep the Department informed of the activities of the Board in the event the Executive Director's position becomes vacant.

Section 3. The **Vice-Chair** shall, in the absence of the Chair, perform the duties of the Chair and any other duties assigned by the Board.

Section 4. The **Treasurer** shall receive all philanthropic funds designated to the Board.

- a. Present a financial statement as requested by the Board and shall make a full report of the philanthropic funds at the annual meeting of the Board.

ARTICLE VI - NOMINATION, ELECTIONS AND TERMS OF OFFICE

Section 1. The Chair shall appoint a Nominating Committee at the regular scheduled October meeting. It shall be the duty of the Nominating Committee to nominate candidates for office to be elected at the January meeting. Additional nominations shall be accepted from the floor with the consent of the nominee.

Section 2. The Board shall elect its officers at the first meeting held in the new calendar year.

Section 3. The term of office shall be for one year. A quorum must be present and voting in order to constitute an election.

Section 4. Any vacancy occurring in the officers shall be filled by the Board.

ARTICLE VII - MEETINGS

Section 1. Eight scheduled meetings shall be held during the course of the year in September, October, December, January, February, March, April, and May.

Section 2. Special meetings of the Board may be called upon twenty-four hours notice by the Chairman or upon written request of three members. An attempt shall be made to notify all Board members twenty-four hours prior to special meetings in writing or by phone call.

Section 3. The quorum for all Board meetings shall be a majority of its members including the Chair or Vice-Chair.

Section 4. If a quorum is not present, the chair waits a reasonable time until there is one; or, after a reasonable time and there appears to be no prospect that a quorum will assemble, the chair will call the meeting to order and entertain a motion to adjourn.

Section 5. Public comment. All persons addressing the Board shall sign-in with name and address. Comments shall be limited to five minutes. No person shall be permitted to address the Board of Directors a second time until all others have been heard, and no one may speak more than twice on any subject in any one meeting. All remarks shall be addressed to the Board as a body. Any person who makes personal, impertinent, abusive, or slanderous statements, or incites disorderly conduct will be asked to leave the premises.

ARTICLE VIII - COMMITTEES

The Executive Director shall serve as an ex-officio member of all committees.

There shall be the following committees:

1. **Finance Committee:** This committee will work with the Executive Director in developing recommendations to the Board concerning financial matters requiring action.
2. **Personnel Committee:** This committee shall work with the Executive Director in developing and implementing personnel policies as approved by the Board and may make recommendations to the Board in personnel matters requiring action.
3. **Services Committee:** This committee will work with the Executive Director in conducting periodic needs assessments within the communities served by District 19 CSB and recommending to the Board an array of services to address these needs.
4. The Chair may appoint Ad Hoc committees as needed.

ARTICLE IX

Roberts Rules of Order, revised, shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with these By-Laws.

ARTICLE X

These By-Laws may be amended at any regular meeting of the Board by two-thirds vote of those present and voting, notice having been submitted in writing, to each Board member, two weeks prior to the meeting.

Adopted at a regular meeting of the Board January 13, 1986, by a vote of 14 in favor, 0 not in favor.

Revised By-Laws and amendment to Article VIII adopted at a regular meeting of the Board March 23, 1995 by a vote of 11 in favor, 0 not in favor.

Amendment to Article VIII adopted at a regular meeting of the Board January 25, 1996 by a vote of 11 in favor, 0 not in favor.

Amendment to Article III, Section 6 adopted at a regular meeting of the Board October 24, 1996 by a vote of 12 in favor, 0 not in favor.

Amendment to Article III, Section 7 adopted at a regular meeting of the Board October 24, 1996 by a vote of 11 in favor, 1 not in favor.

Amendment to Article VII, Section 3 adopted at a regular meeting of the Board October 24, 1996 by a vote of 12 in favor, 0 not in favor.

Amendment to Article V, Section 2, and Section 4 adopted at a regular meeting of the Board October 28, 2004 by a vote of 10 in favor, 0 not in favor.

Amendment to Articles V, VII, and VIII adopted at a regular meeting of the Board March 26, 2009 by a vote of 11 in favor, 0 not in favor.

Amendment to Articles II, III and IV adopted at a regular meeting of the Board March 25, 2010 by a vote of 15 in favor, 0 not in favor.

Amendment to Articles VI and VII adopted at a regular meeting of the Board on October 28, 2010 by a vote of 13 in favor, 0 not in favor.

Amendment to Articles VI adopted at a regular meeting of the Board on December 2, 2010 by a vote of 15 in favor, 0 not in favor.

Amendment to Articles II, IV, and VIII February 27, 2020 by a vote of _____

Chair (Date)

Jennifer Tunstall Executive Director (Date)

Board of Directors Meeting Schedule for 2023

District 19 CSB Board of Directors meet the 4th Thursday of every month. We meet the first Thursday in December. The Board does not meet during the summer months of June, July, and August. We do not meet in November due to the Thanksgiving holiday. Meetings start promptly at 6:00 p.m.

January 26, 2023

February 23, 2023

March 23, 2023

April 27, 2023

May 25, 2023

September 28, 2023

October 26, 2023

December 7, 2023

BOARD ACTION FORM

Agenda Item: Appointments #5.02

Subject: Housing Oversight Board Appointments

Board Meeting Date: March 16 2023

=====

Summary: During the Housing Rehabilitation Oversight Board meeting Wednesday, March 8, 2023, there was discussion of a new appointment to the Board. That member is Robyn Croft. She will serve in place of Charlene Pope as the Neighborhood Sparkplug. Ms. Pope represented Waverly under the Regional Urgent Need Grant (UNOS). Now that the UNOS project is complete, she is no longer needed on the Board. Ms. Croft will be her replacement representing the Wakefield area under the Pocahontas Neighborhood Revitalization Grant.

The current Housing Rehabilitation Oversight Board members, including Ms. Croft, are:

- Wayne Jones, Board of Supervisors Representative
- Richard Douglas, County Administrator
- Kelly Moore, Finance Director
- Katrina Faltz, Neighborhood Sparkplug
- Robyn Croft, Neighborhood Sparkplug

Recommendation:

Attachment: None

=====

ACTION: That the Board appoints all of the current Board members to the Housing Rehabilitation Oversight Board.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Futrell	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___

White
(Tie Breaker) ___ ___

BOARD ACTION FORM

Agenda Item: Action Item #6.01

Subject: Exxon Fuel Card Proposal - Ernest Giles (Sheriff), Oyik Mora (Exxon Mobil Fleet Fuel Card Program), and Sylvia Jackson (PMG Davis Travel Center)

Board Meeting Date: February 23 2023

=====

Summary: The antiquated county fuel system located behind the courthouse has not been operational since mid-July. Rather than spending funds to repair this system that will continue to be unreliable and obsolete, the Sheriff and county staff have reviewed various options to provide fuel for county vehicles, and are recommending the use of the Exxon Mobil Fleet Fuel Card Program. Oyik Mora with the Exxon Mobil Fleet Program and Sylvia Jackson with Davis Travel Centers will present some details on the program, which does not have a minimum contract commitment. In lieu of repairing or replacing the current system (estimated to cost about \$200,000), staff recommends moving forward with the fuel card program for at least a one-year trial period.

Recommendation: Staff recommends approval of Sussex County’s participation in the Exxon Mobil Fleet Fuel Card Program.

Attachments: Photo of existing fuel system, summary email, background materials Budget Amendment Resolutions, VEDP VBRSP Award Letter, TRRC Award Letter, and Project Budget

=====

ACTION: That the Board approves Sussex County’s participation in the Exxon Mobil Fleet Fuel Card program.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Futrell	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
			White (Tie Breaker)	___	___

Gas meter assembly with five columns labeled A, B, C, D, and E. Each column contains ten numbered dials (1-10). The brand name "GASBOY" is printed at the bottom of the assembly.

Gas meter body featuring a digital display showing "0009" with "GALLONS" printed below it. The brand name "GASBOY" is printed below the display.

STOP YOUR MOTOR - NO SMOKING
NO GAS IN GLASS OR
UNAUTHORIZED CONTAINERS.
IT IS UNLAWFUL FOR ANY PERSON
UNDER THE AGE OF 16 TO DISPENSE
FLAMMABLE LIQUIDS OR OPERATE
DISPENSING EQUIPMENT. ALL
DISPENSING SHALL BE SUPERVISED
BY A QUALIFIED ATTENDANT WHO
SHALL BE AT LEAST 18 YEARS OLD.



Shilton Ricks Butts

From: Richard Douglas
Sent: Tuesday, March 7, 2023 2:11 PM
To: Shilton Ricks Butts
Subject: FW: Fleet Fueling Program Follow Up

From: Oyik Mora [<mailto:oyik.mora@wexinc.com>]
Sent: Friday, February 17, 2023 11:56 AM
To: Ernest Giles <egiles@susova.us>; Kelly Moore <kmoore@sussexcountyva.gov>; Richard Douglas <rdouglas@sussexcountyva.gov>; Titiana Nicholson <tnicholson@sussexcountyva.gov>; Jeffery Gary <jgary@sussexcountyva.gov>
Cc: sjackson@petromg.com; gmanzer@petromg.com
Subject: Fleet Fueling Program Follow Up

CAUTION: This email originated from outside of the organization. Do not follow guidance, click links, or open attachments unless you know the content is safe.

Hello everyone,

It was a pleasure meeting you all last week and learning about your fleet fueling needs. Our program's ability to provide reporting and controls is a huge benefit to local governments. Based on our conversation, here are some key items to recap:

- A parent account with child accounts for different departments with the ability for each department to have their own invoice
- Finance department can have access to the parent account, individual departments can have access to their own child accounts only
- Bill net of taxes (for qualified tax exemptions)
- Multiple authorization profiles can be set up for each department's needs. Card limits can be set for # of transactions/day, dollar amount/transaction, days of the week and times of the day. Purchase alerts can be created. For example, a profile allows for 2 transactions/day but you want to be notified when the 2nd transaction is made as a 2nd fill up is usually not necessary or if a purchase is made for larger than that vehicle's tank capacity
- Customizable reports can be created, scheduled to run and automatically emailed to department heads for review
- Exception reports can be created. For example, if a card or driver purchases fuel other than regular unleaded or if a fuel purchase is made between 10pm and 6 am (non sheriff vehicles)
- With the combination of cards being assigned per vehicle, each driver entering their own 4 digit ID and the requirement of entering the vehicle's odometer reading, you will have access to every detail about the transaction and mpg for greater driver accountability
- You will receive a 12 cpg rebate for the first 12 months from ExxonMobil + an additional 3 cpg at Davis ExxonMobil sites. After the promotion period ends, you will continue to receive 15 cpg at Davis ExxonMobil sites and 3-4 cpg at any other ExxonMobil site

I look forward to hearing from you about next steps and/or to answer any questions you may have.
Thank you for your interest in our program!

Oyik Mora
Multi Channel Sales Advisor
ExxonMobil Fleet Fuel Card Program

WEX

Mobile: (980) 254-6333 Fax: (207) 761-3531

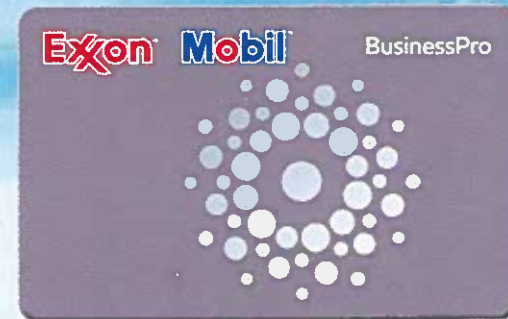
www.wexinc.com



ExxonMobil BusinessPro™

A better way to manage fueling expenses

Oyik Mora
Regional Sales Manager
Oyik.Mora@wexinc.com
(980) 254-6333



Exxon Mobil WEX

Providing you a new level of service



Loyalty benefits for you and your employees

Savings up to 6¢/gallon¹ plus earn points with Exxon Mobil Rewards+™



Fuel when and where you need

At any Exxon or Mobil station nationwide or extend your network to 95% of U.S. retail fueling locations²



Identify wasteful spending

Know when and where your team spends with real-time alerts



The reporting you need, when you need it

Save administrative time and money with 24/7 access to online reporting



Customer support around the clock

We're here for you 24/7, 365 days a year



Optimized fuel technology

Synergy™ fuels, engineered for better fuel efficiency³

Exxon Mobil WEX | 2

Security when you need it



TRANSACTION

- Transactions per day
- Day of week/time of day
- Dollars or gallons per day
- Driver ID numbers
- Odometer capture



PRODUCT

- Fuel (always on)
- Parts and services
- Quick lubes
- Oil and fluids
- Gen. merchandise (optional)

What makes us different?

With the **Level III data closed loop** system you get,
Insight into fleet spending = better fraud prevention and control

ExxonMobil BusinessPro

- ✓ Card number and Driver ID
- ✓ A detailed summary of purchases
- ✓ Transaction location, date, and time
- ✓ Transaction amount
- ✓ Fuel type and gallon amount

Traditional Credit Cards only provide:

Transaction location
Transaction amount

[Level III Video](#)

Exxon Mobil WEX | 4

Sample reporting

1. Transaction date & time
2. Payment balance & due date
3. Card number & Driver ID
4. Retailer Address
5. YTD purchases & rebates
6. MPG Reporting
7. Fuel type and gallon amount
8. Rebates earned by card, period and YTD

Exxon Mobil WEX STATEMENT PERIOD: 06/01/2018 TO NOV 30/2018 ACCOUNT NO. 2325

Fleet Products Report

REVIEW RETAILER ADDRESS: [Red Box]

TRACK TYPE OF FUEL, TOTAL GALLONS AND FUEL COSTS: [Red Box]

CONFIRM VEHICLE MILEAGE WITH EVERY FILL UP: [Red Box]

TRANSACTION DATE	TRANSACTION DESCRIPTION	CHARGE	REBATE
DEC-20-2018	Fuel Purchase	2,299.71	19.85
DEC-21-2018	Service Payment		
DEC-21-2018	Balance fwd		
DEC-31-2018	Other Adjustments due Period		
YTD BALANCE		2,299.71	19.85

VIEW TRANSACTION DATES & TIMES: [Red Box]

TOTALS OF CURRENT PERIOD AND YTD: [Red Box]

USE MPG REPORTING TO IDENTIFY INEFFICIENCIES: [Red Box]

CHECK DRIVER ID'S TO FIND OUT WHO IS MAKING PURCHASES: [Red Box]

Exxon Mobil WEX Invoice/Statement

INVOICE NUMBER: 51257349
ACCOUNT NAME: (Estimated Total Sales)

INVOICE PERIOD: DEC-20-2018 TO DEC-31-2018
STATEMENT DATE: JAN-29-2019

TRANSACTION DATE	TRANSACTION DESCRIPTION	CHARGE	REBATE
DEC-20-2018	Fuel Purchase	2,299.71	19.85
DEC-21-2018	Service Payment		
DEC-21-2018	Balance fwd		
DEC-31-2018	Other Adjustments due Period		
YTD BALANCE		2,299.71	19.85

REBATE EARNED AT EXXON AND MOBIL LOCATIONS: [Red Box]

SEE LAST PAGE OF FLEET PRODUCTS REPORT FOR REBATE DETAIL: [Red Box]

TO ENSURE PROPER CREDIT, EMAIL TO THE ADDRESS SHOWN IN THE RIGHT PORTION OF THE STATEMENT: [Red Box]

CUSTOMER SERVICE TO FAX BY PHONE: 84423676

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS

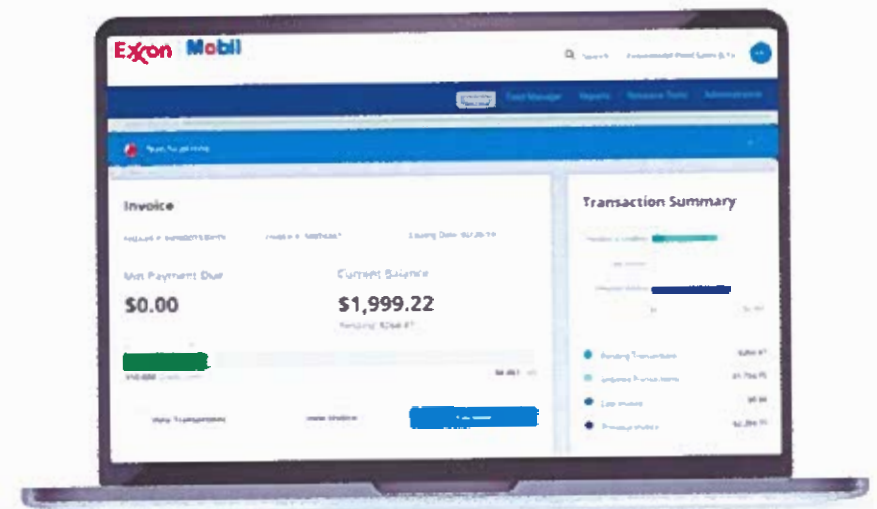
TO ENSURE PROPER CREDIT, EMAIL TO THE ADDRESS SHOWN IN THE RIGHT PORTION OF THE STATEMENT

WEX BANK
P.O. BOX 5293
CAROL STREAM IL 60197-5293

Online account management

ExxonMobil Online provides 24/7 access to your fleet card program, so you can manage your fleet spend in one place.

- Easily set up billing and reporting functions
- Set any profiles, limits and restrictions
- Add custom fields and assign codes
- Run queries on transactions, vehicles and drivers
- Establish purchase controls by individual employee, group or vehicle
- Control cards based on time period, frequency or dollar amount



Loyalty earns rewards



Get these benefits every day with Exxon Mobil Rewards+:



3¢/gal in points earned at the pump



2¢ in points earned for every \$1 spent on drinks and more



Bonus offers for a savings boost!

Just swipe your Exxon Mobil Rewards+™ card or enter your phone number before purchasing items you already buy like gas, coffee, car washes and more. Every 100 points equals \$1.



As an Exxon Mobil Rewards+™ member, now you can earn more when you drive more. Earning Frequent Filler bonus point is easy:



Fill up with **100 gallons** in a calendar month



Earn **1 bonus point** per gallon of fuel you buy



Earn **2 bonus points** per dollar spent in-store



Synergy™ Fuels

Our **Synergy** gasolines are engineered for:

Better gas mileage

Helps improve your vehicle's fuel economy by reducing engine deposits.

Improved engine protection

Helps protect intake valves and all types of injectors from deposits.

Better performance

Helps prevent harmful deposits to rev up your engine's responsiveness

Exxon Mobil
Synergy Supreme⁺

Keeps your engine

2X
CLEANER

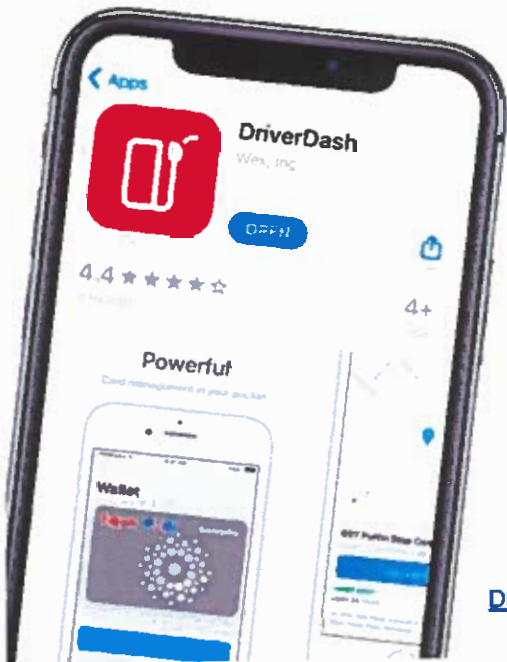
for better gas mileage⁺

⁺Based on comparison of Synergy Supreme+ gas compared to Synergy regular gas in port fuel injected engines. Actual benefits are based on continuous use and may vary depending on vehicle type, driving style, and gasoline previously used. Concentration and availability of our proprietary additive package may vary based on factors beyond our control. Benefits are based on Synergy-branded gasoline compared to gasoline meeting minimum U.S. government standards. Actual benefits will vary based on factors such as vehicle type, driving style and gasoline previously used.

Exxon Mobil WEX | 8

Contactless mobile payments

DriverDash provides a **seamless** and **secure** transaction right from a **mobile device**, while still enjoying all your **fleet card benefits**.



[DriverDash Video](#)



All transactions are linked to your fleet card account
Charges appear automatically



Increased protection from skimmers + fraud
Uses coded version of card details



No more lost cards
Virtual cards located in app



Fingerprint ID or facial recognition
No more forgotten PINs



Enter odometer readings from inside vehicle
Improved data capture

Meet WEX Fleet SmartHub®

Stay on track when you're on the go. Fleet SmartHub keeps you connected to your fuel card account from anywhere.

Make payments

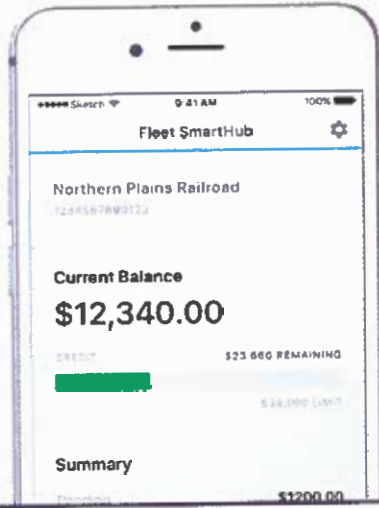
Check credit status

Look up Driver IDs

Receive alerts

Spot misuse

Control lost or stolen cards



Look for this icon:



Exxon Mobil WEX | 10

Rebate Tier

The **more your employees fuel at Exxon and Mobil**, the more they maximize your rebates. BusinessPro card holders **save up to 6¢/gallon¹** at Exxon and Mobil stations.

Gallons purchased per billing period ¹	Rebate per gallon
< 500	1.0¢
500 – 3,999	3.0¢
4,000 – 6,999	4.0¢
7,000 – 9,999	5.0¢
10,000+	6.0¢

Disclosures

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²For acceptance at 95% of U.S. gas stations, additional fees apply. One-time Setup Fee: \$40. Monthly Card Fee: \$2. Rebates are valid at participating Exxon- and Mobil-branded stations only.

³Fuel economy improvement is based on Synergy-branded gasoline compared to gasoline meeting minimum U.S. government standards.

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BOARD ACTION FORM

Agenda Item: Unfinished Business #8.01

Subject: Public Safety Coordinator Position Reclassification and VRS Change

Board Meeting Date: March 16 2023

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Summary: To better accommodate potential employee needs and better provide support to our volunteer fire departments, staff is requesting that the Public Safety Coordinator position be reclassified to Chief of Emergency Services (as recommended by consultant Thomas Hicks), to include an adjustment to the position annual salary (budgeted) to \$90k. In addition staff is requesting adoption of the attached resolution to make this position eligible for the enhanced state retirement benefits for hazardous positions. This shift will allow the position to assist the volunteer fire departments in a firefighting capacity and is supported by the county fire/rescue association.

Recommendation: Staff recommends approval of the position reclassification, salary adjustment, and VRS resolution as noted above

Attachments: Hazardous Duty Retirement Resolution #23-12F, Draft Chief of Emergency Services Job Description, and VRS Certification of Hazardous Duty Service Form

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ACTION: That the Board approves the Public Safety Coordinator position reclassification to Chief of Emergency Services to include an adjustment to the position annual salary (budgeted) to \$90k and adopts Resolution #23-12F to make the position eligible for the enhanced State Retirement benefits for hazardous positions.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Futrell	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
			White (Tie Breaker)	___	___

RESOLUTION 23-12F

At a regular meeting of the Sussex County Board of Supervisors held in the General District Courtroom of the Government Center on March 16, 2023 at 6:00 p.m.

PRESENT:

VOTE:

The Honorable Wayne O. Jones, Chairman

The Honorable Susan B. Seward, Vice-Chair

The Honorable C. Eric Fly

The Honorable Alfred G. Futrell

The Honorable Debbie P. Jones

The Honorable Rufus E. Tyler, Sr.

A RESOLUTION OF THE SUSSEX COUNTY BOARD OF SUPERVISORS APPROVING OF THE COUNTY’S PARTICIPATION IN THE ENHANCED HAZARDOUS DUTY BENEFITS FOR PUBLIC SAFETY TO INCLUDE LAW ENFORCEMENT AND FIREFIGHTERS FROM THE VIRGINIA RETIREMENT SYSTEM (VRS)

WHEREAS, subject to the approval of the Virginia Retirement System ("VRS") Board of Trustees, Code of Virginia § 51.1-138 permits a political subdivision of the Commonwealth of Virginia currently participating in VRS to make an irrevocable election to provide enhanced hazardous duty retirement benefits for its eligible employees as outlined in § 51.1-138; and

NOW, THEREFORE, BE IT RESOLVED, that the Sussex County, Virginia (the "Employer") does hereby elect to have such employees of Employer who are employed in positions as full time Law Enforcement, Firefighters, Emergency Medical Technicians and whose tenure is not restricted as to temporary or provisional appointment, become eligible, effective the first day of May 2023, for VRS benefits equivalent to those provided for state police officers of the Department of State Police, as set out in § 51.1-13 8 including the retirement multiplier of 1.85%, in lieu of the benefits that would otherwise be provided to such employees, and Employer agrees to pay the employer cost for providing such benefits; and

NOW, THEREFORE, the officers of Employer are hereby authorized and directed in the name of Employer to carry out the provisions of this resolution and to pay to the Treasurer of Virginia from time to time such sums as are due to be paid by Employer for this purpose.

NOW THEREFORE BE IT RESOLVED that the Sussex County Board of Supervisors, this 23rd day of February, 2023, approves of the County's participation in Enhanced Hazardous Duty Benefits for Law Enforcement Officers from the Virginia Retirement System (VRS)

Adopted March 16, 2023

Wayne O. Jones, Chairman
Sussex County Board of Supervisors

ATTEST:

Clerk to the Board of Supervisors

Resolution #23-12F
March 16, 2023
Page 2

JOB DESCRIPTION

Sussex County, VA

Job Title	Chief of Emergency Services
Department	Emergency Services Department
Category	Full Time
FSLA	Exempt
Pay Grade	
Report to:	County Administrator
Supervises:	

JOB SUMMARY/PURPOSE

The Emergency Services Chief is a county leader who serves as a key member of the Executive Leadership Team translating Board of Supervisors' strategic plan into action through development of policies, leadership, innovation, and resource allocation and management.

The Emergency Services Chief is responsible for establishing major departmental policies, planning long-term programs, and making executive-level decisions in alignment with the direction of the organization as defined by Board of Supervisors and the County Administrator. Primary duties involve overseeing emergency management and coordinating emergency response activities in the county, including developing recommendations and plans for the protection of life and property within the community. This position also serves as a liaison to the volunteer fire and EMS departments and Sheriff's offices to support and mitigate response along with managing portions of the radio and communication system. Work will require attending some evening meetings and occasional weekend meetings/events.

Work is performed with wide latitude for independent judgment and action, and is reviewed by the County Administrator through conferences, reports, and success of the department's programs and activities.

This position is an essential position and classified as hazardous duty as the Chief, responds, engages and mitigates active emergency incidents including fires, hazardous materials and other all hazard events.

ESSENTIAL JOB FUNCTIONS

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

- Demonstrate a high level of customer service; encourage others to focus on the customer; foster an environment where customer service is a priority

- Communicate with customers to ensure that, where possible, they are satisfied, and that their needs are being addressed; solicit and evaluate customer feedback
- Act as an ambassador by understanding and fostering the organization's mission and vision
- Exhibit pride in self, the department, the county, and the community; conduct self in a professional manner
- Demonstrate integrity and build trust through credibility, reliability, commitment, loyalty, and ethical behavior
- Address difficult or contentious issues in a constructive manner
- Support and promote change; demonstrate flexibility and take calculated risks when appropriate
- Participate in personal growth opportunities, and attend trainings designed to enhance capacity to bring new skills and ideas to the job and the organization
- Work to continuously improve the efficiency and effectiveness of the service or product being delivered
- Demonstrate support for team efforts by accepting new roles and responsibilities, and helping others achieve objectives
- Value diversity; demonstrate an awareness of differences; demonstrate sensitivity, and adapt behaviors and communication to accommodate these differences
- Manage and serve as the County's liaison with any contractual services executed through Sussex County regarding public safety to include contractual EMS services, purchase of equipment, the management of the radio system, mitigation contracts during an active emergency and other identified future public safety needs.

EXECUTIVE COMPETENCIES

- Embrace public service in the community and demonstrate a global perspective in decisions
- Communicate and collaborate with the County Administrator and Executive Leadership Team to develop innovative solutions that support and promote a high-performing organization
- Effectively participate on the Executive Leadership Team by demonstrating strategic and systemic problem-solving skills; communication, collaboration and cooperation are expectations required of leadership
- Represent the County in a professional manner and positive light
- Support and promote diversity, equity, and inclusivity
- Develop performance measures based on critical operational outcomes to meet strategic objectives
- Develop policies, procedures, and best practices that demonstrate exceptional customer service and prudent stewardship of County revenues
- Respond to contentious issues in a timely manner that reflects and supports management philosophy and decisions
- Support and encourage ongoing employee development through training, continuing education, and job-specific training
- Model and encourage employees to demonstrate ownership by fostering a collegial and supportive work environment

- Be a visible leader in Sussex County neighborhood, business, and all service communities
- Help employees and volunteers understand their part in meeting strategic goals and vision
- Encourage employees and volunteers to participate in partnerships and collaborative efforts throughout public safety
- Have a comprehensive understanding and knowledge of all elements of their department budget

Leadership/Supervisory

- Foster a participatory organizational climate that is open, positive, reinforcing, and supportive
- Encourage employees and volunteers to be accountable for their work and take ownership in what they do
- Demonstrate leadership and courage by making or supporting decisions that reflect the organizational mission and goals even when the decision may be unpopular to some
- Demonstrate collaboration and conflict resolution skills with other departments and employees
- Help employees and volunteers see the value of developing their skills, and assist them in eliminating barriers to their development; encourage employees to step outside of their comfort zone to develop their skills
- Provide meaningful, timely feedback and effectively address performance problems
- Effectively supervise, mentor, and motivate in a team environment relationship with colleagues which encourage constructive feedback and new ways to look at projects, policies, service delivery, etc.

Job Specific

- Demonstrate extensive knowledge of:
 - the principles, practices, and techniques of modern emergency management, prevention, and emergency medical response, and ability to apply this knowledge to varied fire control, prevention, EMS, and administrative problems
 - the principles and practices for the operation, capabilities, and maintenance of the various types of apparatus and equipment used in public safety
 - the rules and regulations of the department, county and state laws and ordinances
 - the principles of public administration with reference to personnel administration, budget preparation and administration, and overall management concepts
 - current literature, research, and developments in the fields
- Plan, initiate, carry out, and follow up on programs in administration, training, prevention, and operations

- Respond too and provide operational support on active emergency incidents to include, fires, EMS calls, accidents, hazardous materials, and other all hazard emergencies.
 - Supervises both short-range and long-range implementation of plans
 - Purchases and approves purchase of departmental materials, supplies and equipment
 - Maintains and improves public safety response in order to fulfill safe community strategic objective
4. Driving is essential to this position; must operate County and personal vehicles in a safe manner
6. Maintains regular and punctual attendance

Other Duties and Responsibilities

Attends some of the regular evening Board meetings and study sessions; may attend evening or weekend community meetings. Incumbent is accountable for all duties of this job, and other projects and responsibilities may be added at the County’s discretion.

MINIMUM REQUIREMENTS TO PERFORM WORK

Education and Experience:

- Bachelor’s Degree from an accredited university or college with major coursework in Public Administration, Fire Administration, or a related field
- Supervisory experience at the Battalion Chief level or above
- Experience in emergency management, prevention, emergency medical response, and emergency preparedness, in any combination
- Maintain a valid driver's license and safe driving record throughout employment
- Minimum five (5) years of senior management and administrative experience in a public sector or military setting, or four (4) years of experience in an executive-level city management position combined with public sector experience

Any equivalent combination of education, training, and experience, which would provide the required knowledge and skills, may be considered.

Minimum Operational Licenses or Certificates required for employment:

- Federal and/or State Emergency Management Certifications
- NIMS 100, 200, 700, 800
- Current certification as Emergency Medical Technician (EMT)
- EVOC – Emergency Vehicle Operations Course
- Current CPR card
- Valid driver’s license in the Commonwealth of Virginia along with a good driving record
- Firefighter I and II and Hazardous Materials Operations certifications

- Other required certification mutually agreed upon by the Chief and County Administrator.

PRE-EMPLOYMENT REQUIREMENTS

- Background checks will include employment references and criminal history, credit check, driver's license record, and education verification
- Pre-employment drug screen
- Must be legally entitled to work in the United States

(This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change).

Draft

CERTIFICATION OF HAZARDOUS DUTY SERVICE



VIRGINIA RETIREMENT SYSTEM
 P.O. Box 2500 ♦ Richmond, VA 23218-2500
 Toll-free 1-888-827-3847
 Fax 804-786-9718
 www.varetire.org

1. Social Security Number
2. Date

Complete this form for employees who become employed in a position from which they can retire under the Virginia Law Officers' Retirement System (VaLORS), the State Police Officers' Retirement System (SPORS), or VRS with enhanced benefits for hazardous duty positions. This form is used to certify service eligible for the hazardous duty supplement.

Include employment prior to October 1, 1999 in the following positions:

- Police Officer in the Capitol Police Force (§ 30-34.2:1)
- Police Officer on campus at an institution of higher education (§ 23.1-809)
- Conservation Police Officer in the Department of Wildlife Resources (§ 29.1-200)
- Special Agent for the Virginia Alcoholic Beverage Control Authority (§ 4.1-100)
- Marine Resource Law Enforcement Officer (§ 9.1-101)
- Correctional Officer (§ 53.1-1), including correctional officers employed at a juvenile correction facility (§ 66-25.3)
- Parole Officer (§ 53.1-143)
- Commercial Vehicle Enforcement Officer employed by the Department of State Police

Include any employment as an employee of a VRS-participating political subdivision employed in one of the following positions:

- Police Officer (law-enforcement position comparably hazardous to that of a state police officer including any sworn law enforcement officer who has the duty and obligation to enforce the penal and traffic laws of the Commonwealth as directed by a superior officer)
- Full-time salaried Fire Chief, Firefighter or full-time salaried Emergency Medical Technician (EMT)
- Regional Jail Superintendent or Jailer for a regional jail farm, regional jail or jail authority
- Sheriff or Deputy Sheriff

EMPLOYER HUMAN RESOURCES CERTIFICATION

Member Name (First, Middle Initial, Last)			
Certification: I certify this VRS member worked in a hazardous duty position during the following time period(s):			
VRS Job Name (as indicated above) *	From (mm/yyyy)	Through (mm/yyyy)	Mos in Period
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Authorized Signer (Printed Name)		Total Haz Months Certified: _____	
Authorized Signature		Authorized Signer's Title	
Employer Name		Employer Code Where Service Rendered	

* VRS job name in myVRS Navigator will be updated by VRS if necessary.



BOARD ACTION FORM

Agenda Item: New Business #9.01

Subject: Business License and Zoning Compliance Fees – Supervisor Fly

Board Meeting Date: February 23 2023

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Summary: Supervisor Fly requested this item be added for discussion.

Recommendation:

Attachment: N/A

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ACTION:

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Fly	___	___	W. Jones	___	___
Futrell	___	___	Seward	___	___
D. Jones	___	___	Tyler	___	___
			White (Tie Breaker)	___	___

Business Professional Occupational License

ORDINANCE

BE IT ORDAINED by the Board of Supervisors of the County of Sussex, Virginia, that it hereby, for the calendar year beginning January 1, 2015, imposes and levies, as authorized by Sections 58.1-3700 et seq. of the 1950 Code of Virginia, as amended, the following fees and levies;

Sec.1. - Definitions.

For the purpose of this ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Assessment: A determination as to the proper rate of tax, the measure to which the tax rate is applied, and ultimately the amount of tax, including additional or omitted tax, that is due. An assessment shall include a written assessment made pursuant to notice by the commissioner of revenue or a self assessment made by a taxpayer upon the filing of a return or otherwise not pursuant to notice. Assessments shall be deemed made by the commissioner of revenue when a written notice of assessment is delivered to the taxpayer by the commissioner of revenue or an employee of the commissioner of revenue, or mailed to the taxpayer at his last known address. Self-assessments shall be deemed made when a return is filed, or if no return is required, when the tax is paid. A return filed or tax paid before the last day prescribed in this ordinance for the filing of a return or the payment of tax, as the case may be.

Assessor or assessing official: The commissioner of revenue.

Base year: The calendar year preceding the license year, except as provided elsewhere in this ordinance.

Business: A course of dealing which requires the time, attention and labor of the person so engaged for the purpose of earning a livelihood or profit. Business implies a continuous and regular course of dealing, rather than an irregular or isolated transaction. A person may be engaged in more than one (1) business. The following acts create a rebuttable presumption that a person is engaged in a business:

- (1) Advertising or otherwise holding oneself out to the public as being engaged in a particular business; or
- (2) Filing tax returns, schedules and documents that are required only of persons engaged in a trade or business.

Definite place of business: An office or location at which occurs a regular and continuous course of dealing for thirty (30) consecutive days or more. A definite place of business for a

person engaged in business may include a location leased or otherwise obtained from another person on a temporary or seasonal basis or real property leased to another. A person's residence shall be deemed to be a definite place of business if there is no definite place of business maintained elsewhere and the person would not be licensable as a peddler or itinerant merchant.

Gross receipts of the business: Gross receipts of the business means the gross receipts of the business, from all earnings, fees, commissions, rentals, and from all income whatsoever arising from or growing out of the conduct of the business licensed in this ordinance during the license year immediately preceding the license year for which the tax is being computed, without any deductions whatsoever, unless otherwise expressly provided.

The term gross receipts shall not include:

- (1) Amounts received and paid to the United States, the state or any county, city or town for the state retail sales or use tax, for any local sales tax or meal tax or any local excise tax on cigarettes, or for any federal or state excise taxes on motor fuels.
- (2) Receipts which are the proceeds of a loan transaction in which the taxpayer is the obligor.
- (3) Receipts representing the return of principal of a loan transaction in which the taxpayer is the creditor, or the return of principal or basis upon the sale of a capital asset.
- (4) Rebates and discounts taken or received on account of purchases by the taxpayer. A rebate or other incentive offered to induce the recipient to purchase certain goods or services from a person other than the offeror, and which the recipient assigns to the taxpayer in consideration of the sale of goods and services shall not be considered a rebate or discount to the taxpayer, but shall be included in the taxpayer's gross receipts together with any handling or other fees related to the incentive.
- (5) Investment income not directly related to the privilege exercised by a licensable business not classified as rendering financial services. This exclusion shall apply to interest on bank accounts of the business, and to interest, dividends and other income derived from the investment of its own funds in securities and other types of investments unrelated to the licensed privilege. This exclusion shall not apply to interest, late fees and similar income attributable to an installment sale or other transaction that occurred in the regular course of business.

License year or license tax year: The calendar year for which a license is issued for the privilege of engaging in business.

Person: Individuals, firms, partnerships, associations, corporations and combinations of individuals of whatever form or character, including any trustee, receiver or personal representative thereof carrying on or continuing a business, trade or occupation. The term "person" also shall include governmental entities and agencies where appropriate.

Such terms shall not include a volunteer fire company, a volunteer rescue squad or a nonprofit organization operating a community center, swimming pool, tennis court or other educational, cultural, recreational and athletic facilities and facilities for the welfare of the residents of the area.

Sec. 2. - Businesses, trades, professions, occupations, vocations, callings, activities subject to tax.

Each and all of the taxes hereinafter imposed are in all cases imposed upon the privilege of doing business or exercising a trade, profession, occupation, vocation, calling or activity in the county, including all phases of the business, trade, profession, occupation, vocation, calling or activity conducted in the county.

Sec. 3. - Levy of license taxes.

For each year, beginning with January 1 of each year and ending December 31 following, there are hereby levied the annual license taxes hereinafter set forth in this ordinance, except as otherwise specifically provided in this ordinance, on persons conducting or engaged in any business, trade or occupation in the county, hereinafter set forth in this ordinance.

Sec. 4. - Enforcement of ordinance.

(a) In the enforcement of the provisions of this ordinance, the commissioner of revenue of the county, in addition to the powers herein specifically granted, shall have all and the same enforcement authority with respect to county licenses that state law confers upon commissioners of the revenue generally with respect to state licenses. As one (1) of the means of ascertaining the amount of any license tax due under the provisions of this ordinance, or of ascertaining any other pertinent information, the commissioner of revenue may propound interrogatories to each applicant and may use such other evidence as he may procure. Such interrogatories shall be answered under oath, and it shall be unlawful for any applicant for a county license to refuse to answer any such interrogatories.

(b) The commissioner of revenue shall have such duties, authority and power with respect to the enforcement of the provisions of this ordinance as may be conferred by the board of supervisors.

(c) The commissioner of revenue shall have the power to enforce these provisions as provided by law.

Sec. 5. - Licenses and fees required; compliance with, penalty for violation of, ordinance.

It shall be unlawful and constitute a misdemeanor for any person to conduct a business or to engage in a profession, trade or occupation before procuring a license or fee as required under the provisions of this ordinance. It shall also be unlawful and constitute a misdemeanor for any

person to violate any of the provisions of this ordinance. Any person who is convicted for failing to procure a license or pay a fee as required, or who is convicted of a violation of any of the provisions of this ordinance, shall, except where some other penalty is specifically provided, be punished by a fine not to exceed three hundred dollars (\$300.00) or by imprisonment in the county jail for a period of thirty (30) days, or both. Each day any person shall continue to violate the provisions of this ordinance after the due date of any license tax prescribed in this ordinance shall constitute a separate offense.

Sec. 6. - Application for license; filing.

All persons required by this ordinance to obtain a license shall make application for license to the commissioner of revenue at his office prior to beginning business or no later than March 1 of the license year, if a license was issued for the preceding year. The commissioner of revenue shall furnish the necessary forms which shall be properly filled in with such information as the commissioner may require. The commissioner shall compute the amount of license tax and, after payment to the treasurer, shall issue the license.

Sec 7. - Information to be furnished by applicant.

Every applicant for a license to conduct any business, profession, trade or occupation under the provisions of this article shall furnish the commissioner of revenue, in writing, with his correct name and trade name, his correct residence address, the nature of the business, profession, trade or occupation to be pursued, the place where it is to be pursued, the date and/or number of the certificate of zoning compliance or certificate of occupancy, if applicable, and a record of gross receipts, verified by oath, for the past year, as well as such other information as may be required by the commissioner of revenue.

Sec. 8. - When license taxes payable.

All license taxes and imposed by this ordinance, except as herein otherwise provided, shall become due and payable on or before March 1 of each license year, or thirty (30) days after commencement of the business, if no license was required for the preceding year. In all cases where the person shall begin the business, profession, trade or occupation upon which a license tax is imposed under this ordinance after March 1 of the license tax year, such license tax shall become due and payable at the time which such person commences business, or thirty (30) days after commencement of the business if the tax is based on gross receipts.

Sec. 9. - Persons liable for license tax to keep record, report of gross receipts.

(a) Every person liable for a license tax or fee under this ordinance which is based on gross receipts or gross expenditures shall keep all records and accounts necessary to compute and to verify such gross receipts or gross expenditures, and the report of such gross receipts or gross expenditures shall be taken from such records. All such records and general books of account

shall be open to inspection and examination by any authorized representative of the county, and shall be maintained for a period of three (3) years.

(b) Each licensee whose license is measured by gross receipts or gross expenditures shall submit to the commissioner of revenue, not later than January 31 of each year, a report of his gross receipts or gross expenditures for the preceding year.

(c) In those cases in which the conduct of the business, profession, trade or occupation involves operations subject to more than one rate or computed on more than one base, as hereinafter set forth, the licensee is hereby required to maintain separate accounts for each such operation and shall be separately licensed for such operation; provided, however, that the licensee may elect to maintain a single account for all operations taxed on gross receipts, in which case the entire business taxed on gross receipts shall be computed at the highest rate applicable to any part of the business taxed on gross receipts.

Sec. 10. - Payment by corporations, partnerships.

All licenses issued and license taxes imposed under the provisions of this ordinance upon the gross receipts of a business, trade or occupation conducted by a corporation or partnership shall be issued to and paid by the corporation or partnership, and when so paid, it shall be deemed to discharge the license tax liability of the members of such partnership insofar as it relates to partnership business.

Sec. 11. - Assessment of license taxes found to be due.

If the commissioner of revenue ascertains that any person has not been assessed with a license tax levied under the terms of this ordinance for any license tax year of the three (3) license tax years last past, and the absence of such assessment was not due to the fraudulent intent to evade taxes on the part of such person, it shall be the duty of the commissioner of revenue to assess such person with the proper license tax for the year or years omitted, adding thereto the penalties for unpaid license taxes.

Sec. 12. - Certification of erroneous assessments; refunds.

The commissioner of revenue is empowered to certify to the treasurer any instances of erroneous assessments. Upon receipt of such certificate, the treasurer is directed to make refund based upon the certification of the commissioner of revenue.

Sec. 13. - Assessment in case of fraudulent intent to evade license taxes.

If the commissioner of revenue ascertains that any person has fraudulently, or with intent to evade the payment of proper license taxes, failed or refused to obtain a proper license as required by the provisions of this ordinance, for any one (1) or more of the three (3) license tax years last past, or for the then current license tax year, and the liability therefor is ascertained, such omitted

or additional license tax and the normal penalty hereinbefore prescribed shall be assessed for each and every year of the three (3) license tax years last past and for the current license tax year, for which he was assessable, together with an additional penalty thereon of fifty (50) percent of such unpaid license tax; and failure to obtain such license as is required by the provisions of this ordinance shall be taken as prima facie evidence of intent to evade such taxes.

Sec. 14. - Computation of tax for persons beginning business, profession, trade, occupation.

Every person beginning a business, profession, trade or occupation which is subject to a license tax under the provisions of this ordinance shall estimate the amount of the gross receipts he will receive between the date of beginning business and the end of the then current license year, and the license tax for the current year shall be computed on such estimate. Whenever a license tax is computed upon gross receipts, such estimate shall be subject to adjustment by the commissioner of revenue at the end of the tax year to reflect actual gross receipts, and he shall give credit for any overpayment on the license tax payable the following year.

Sec. 15. - Each place of business to have separate license.

No license shall be issued under the terms of this ordinance to cover more than one (1) place of business, and applicants shall be required to take out separate licenses for each place of business in which the business, profession, trade or occupation to be licensed is pursued; provided, however, that if any applicant is engaged in two (2) or more businesses, professions, trades or occupations all subject to the same rate, all measured by the same base, and all carried on at the same place of business, he may obtain one (1) license for all such businesses, professions, trades or occupations, but all information for each, as herein otherwise required, shall be given and shall appear on the forms.

Sec. 16. - License as personal privilege.

Every license issued under the provisions of this ordinance shall be deemed to confer a personal privilege to transact, carry on or conduct the business, profession, trade or occupation which may be the subject of the license, and shall not be exercised except by the persons licensed.

Sec. 17. - Transfer of license.

No license issued pursuant to this chapter shall be assignable or transferable.

Sec. 18. - Display of evidence of license.

Every person required to obtain a license under the provisions of this ordinance shall keep evidence thereof as prescribed by the commissioner of revenue in a convenient and conspicuous place and, whenever required to do so, shall exhibit the same to any authorized enforcement officer of the county.

Sec.19. - Date of assessment and payment.

Except as may be provided elsewhere in this ordinance and for beginners as provided herein, every license tax assessable under this ordinance shall be assessable and due and payable on March 1 of each license year. Every license tax assessable on a person under this ordinance beginning business shall be assessable, due and payable, when based on gross receipts, thirty (30) days after the commencement of the business.

Sec. 20. - Interest and penalties on unpaid tax.

If any license tax application is not filed or the tax not paid within the times provided for in this ordinance, a penalty of ten (10) percent of the tax shall be imposed and interest shall be charged on the late payment of the tax from the due date until the date paid without regard to fault or other reason for the late payment. Only the late filing penalty shall be imposed if both the application and payment are late; however, both penalties may be assessed if the taxpayer has a history of noncompliance. "History of noncompliance" means a failure to file an application for a license and pay the tax in the preceding tax year. Interest shall accumulate on such sums owed at a rate of ten (10) percent per annum, commencing on the first day following the day such taxes are due. No interest shall be charged on a late payment if the late payment is made not more than thirty (30) days from the due date of the tax.

No interest shall accrue on an adjustment of estimated tax liability to actual liability at the conclusion of a base year if such an adjustment is paid within thirty (30) days of its assessment.

Sec. 21. - Appeals and rulings.

- (a) Any person assessed with a licensing tax under this ordinance as a result of an audit may apply within ninety (90) days from the date of the assessment to the commissioner of revenue for a correction of the assessment. The application must be filed in good faith and sufficiently identify the taxpayer, audit period, remedy sought, each alleged error in the assessment, the grounds upon which the taxpayer relies, and any other facts relevant to the taxpayer's contention. The commissioner of revenue may hold a conference with the taxpayer if requested by the taxpayer, or require submission of additional information and documents, a further audit, or other evidence deemed necessary for a proper and equitable determination of the applications. The assessment shall be deemed prima facie correct. The commissioner of revenue shall undertake a full review of the taxpayer's claims and issue a determination to the taxpayer setting forth its position. Every assessment pursuant to an audit shall be accompanied by a written explanation of the taxpayer's right to seek correction and the specific procedure to be followed.

- (b) Provided an application is made within ninety (90) days of an assessment, collection activity shall be suspended until a final determination is issued by the commissioner of revenue, unless the commissioner of revenue determines that collection would be

jeopardized by delay or that the taxpayer has not responded to a request for relevant information after a reasonable time. Interest shall accrue in accordance with this ordinance. The term "jeopardized by delay" includes a finding that the application is frivolous, or that a taxpayer desires:

- (1) To depart quickly from the county;
- (2) To remove his property;
- (3) To conceal himself or his property from the county;
- (4) To do any other act tending to prejudice, or to render wholly or partially ineffectual, proceedings to collect the tax for the period in question.

(c) Any person assessed with a license tax under this ordinance as a result of an audit may apply within ninety (90) days of the determination by the commissioner of revenue on the application to the state tax commissioner for a correction of such assessment. The state tax commissioner shall issue a determination to the taxpayer within ninety (90) days of receipt of the taxpayer's application, unless the taxpayer and the commissioner of revenue are notified that a longer period will be required. The application shall be treated as an application pursuant to section 58.1-1821 of the Virginia Code, and the state tax commissioner may issue an order correcting such assessment pursuant to section 58.1-1822 of the Virginia Code. Following such an order, either the taxpayer or the commissioner of revenue may apply to the appropriate circuit court pursuant to section 58.1-3984 of the Virginia Code. However, the burden shall be on the party making the application to show that the ruling of the state tax commissioner is erroneous. Neither the state tax commissioner nor the department of taxation shall be made a party to an application to correct an assessment merely because the state tax commissioner has ruled on it.

(d) On receipt of a notice of intent to file an appeal to the state tax commissioner, the commissioner of revenue shall further suspend collection activity until a final determination is issued by the state tax commissioner, unless the commissioner of revenue determines that collection would be jeopardized by delay or that the taxpayer has not responded to a request for relevant information after a reasonable time. Interest shall accrue in accordance with this ordinance. The term "jeopardized by delay" shall have the same meaning as set forth in subsection (b) of this section.

(e) Any taxpayer may request a written ruling regarding the application of the tax to a specific situation from the commissioner of revenue. Any person requesting such a ruling must provide all the relevant facts for the situation and may present a rationale for the basis of an interpretation of the law most favorable to the taxpayer. Any misrepresentation or change in the applicable law or the factual situation as presented in the ruling request shall invalidate any such ruling issued. A written ruling may be revoked or amended prospectively if:

- (1) There is a change in the law, a court decision, or the guidelines passed by the department of taxation upon which the ruling was based; or
- (2) The commissioner of revenue notifies the taxpayer of a change in the policy or interpretation upon which the ruling was based.

However, any person who acts on a written ruling which later becomes invalid shall be deemed to have acted in good faith during the period in which such ruling was in effect.

Sec. 22. - Recordkeeping and audits.

Every person who is assessable with a license tax shall keep sufficient records to enable the commissioner of revenue to verify the correctness of the tax paid for the license years assessable and to enable the commissioner of revenue to ascertain what is the correct amount of tax that was assessable for each of those years. All such records, books of accounts and other information shall be open to inspection and examination by the commissioner of revenue in order to allow the commissioner of revenue to establish whether a particular receipt is directly attributable to the taxable privilege exercised within the county. The commissioner of revenue shall provide the taxpayer with the option to conduct the audit in the taxpayer's local business office, if the records are maintained there. In the event the records are maintained outside of the county, copies of the appropriate books and records shall be sent to the office of the commissioner of revenue upon demand.

Sec. 23. - Situs of gross receipts.

(a) Situs of gross receipts. The gross receipts of a licensee shall be attributed to the definite place of business at which services are performed, or if services are not performed at any definite place of business, then the definite place of business from which services are directed or controlled, unless the licensee is subject to the provisions of section 58.1-3715 of the Virginia Code.

(b) Apportionment. If the licensee has more than one (1) definite place of business and it is impractical or impossible to determine to which definite place of business gross receipts should be attributed under subsection (a) of this section and the affected jurisdictions are unable to reach an apportionment agreement, except as to circumstances set forth in section 58.1-3709 of the Virginia Code, the gross receipts of the business shall be apportioned between the definite places of businesses on the basis of payroll. Gross receipts shall not be apportioned to a definite place of business unless some activities under the applicable general rule occurred at, or were controlled from, such definite place of business. Gross receipts attributable to a definite place of business in another jurisdiction shall not be attributed to the county solely because the other jurisdiction does not impose a tax on the gross receipts attributable to the definite place of business in such other jurisdiction.

(c) Agreements. The commissioner of revenue may enter into agreements with any other political subdivision of Virginia concerning the manner in which gross receipts shall be apportioned among definite places of business. However, the sum of the gross receipts apportioned by the agreement shall not exceed the total gross receipts attributable to all of the definite places of business affected by the agreement. Upon being notified by a taxpayer that its method of attributing gross receipts is fundamentally inconsistent with the method of one (1) or more political subdivisions in which the taxpayer is licensed to engage in business and that the difference has, or is likely to, result in taxes on more than one hundred (100) percent of its gross receipts from all locations in the affected jurisdictions, the commissioner of revenue shall make a good faith effort to reach an apportionment agreement with the other political subdivisions involved. If an agreement cannot be reached, either the commissioner of revenue or taxpayer may seek an advisory opinion from the department of taxation pursuant to Virginia Code section 58.1-3701; notice of the request shall be given to the other party. Notwithstanding the provisions of Virginia Code section 58.1-3993, when a taxpayer has demonstrated to a court that two (2) or more political subdivisions of Virginia have assessed taxes on gross receipts that may create a double assessment within the meaning of Virginia Code section 58.1-3986, the court shall enter such orders pending resolution of the litigation as may be necessary to ensure that the taxpayer is not required to pay multiple assessments even though it is not then known which assessment is correct and which is erroneous.

Sec. 24. - Interest to be paid.

Interest shall be paid on the refund of any license tax whether attributable to an amended return or other reason. Such interest, at the rate of ten (10) percent per annum, shall be computed and paid from the date the taxes were required to be paid or were paid, whichever is later. No interest shall be paid on a refund if the refund is made not more than thirty (30) days from the date of the payment that gave rise to the refund or the due date of the tax, whichever is later.

Section 25. – Definition of financial, real estate, and professional services.

(a) Financial services means the buying, selling, handling, managing, investing and providing of advice regarding money, credit, securities or other investments and shall include the service for compensation by a credit agency, an investment company, a broker or dealer in securities and commodities or a security or commodity exchange, unless such service is otherwise provided for in this chapter. Those engaged in rendering financial services include, but without limitation, the following:

- Buying installment receivables.
- Chattel mortgage financing.
- Consumer financing.
- Credit card services.
- Credit unions.
- Factors.

Financing accounts receivable.
Industrial loan companies.
Installment financing.
Inventory financing.
Loan or mortgage brokers.
Loan or mortgage companies.
Safety deposit box companies.
Security and commodity brokers and services.
Stockbrokers.
Working capital financing.

(b) Real estate services means providing a service for compensation with respect to the purchase, sale, lease, rental, or appraisal of real property, unless the service is otherwise specifically provided for in this chapter, and such services include, but are not limited to, the following:

Appraisers of real estate.
Escrow agents, real estate.
Fiduciaries, real estate.
Lessors of real property.
Real estate agents, brokers and managers.
Real estate selling agents.
Rental agents for real estate.

(c) Professional services means services performed by architects, attorneys-at-law, certified public accountants, dentists, engineers, land surveyors, surgeons, veterinarians and practitioners of the healing arts (the arts and sciences dealing with the prevention, diagnosis, treatment and cure or alleviation of human physical or mental ailments, conditions, diseases, pain or infirmities) and such occupations, and no others, as the state department of taxation may list in the BPOL guidelines promulgated pursuant to Code of Virginia, § 58.1-3701. The state department of taxation shall identify and list each occupation or vocation in which a professed knowledge of some department of science or learning, gained by a prolonged course of specialized instruction and study, is used in its practical application to the affairs of others, either advising, guiding, or teaching them, and in serving their interests or welfare in the practice of an art or science founded on it. The word "profession" implies attainments in professional knowledge as distinguished from mere skill, and the application of knowledge to uses for others rather than for personal profit.

Sec. 26. - Definition of contractor.

Contractor: Any person, firm or corporation:

- (1) Accepting or offering to accept orders or contracts for doing any work on or in any building or structure, requiring the use of paint, stone, brick, mortar, wood, cement, structural iron or steel, sheet iron, galvanized iron, metallic piping, tin, lead, or other metal or any other building material;

- (2) Accepting or offering to accept contracts to do any paving, curbing or other work on sidewalks, streets, alleys, or highways, or public or private property, using asphalt, brick, stone, cement, concrete, wood or any composition;
- (3) Accepting or offering to accept an order for or contract to excavate earth, rock, or other material for foundation or any other purpose or for cutting, trimming or maintaining rights-of-way;
- (4) Accepting or offering to accept an order or contract to construct any sewer of stone, brick, terra cotta or other material;
- (5) Accepting or offering to accept orders or contracts for doing any work on or in any building or premises involving the erecting, installing, altering, repairing, servicing, or maintaining electric wiring, devices or appliances permanently connected to such wiring, or the erecting, repairing or maintaining of lines for the transmission or distribution of electric light and power; or
- (6) Engaging in the business of plumbing and steam fitting.

Any person who engages in a business without obtaining the required license or after being refused a license shall not be relieved of the tax imposed under this ordinance.

Sec. 27. - License tax.

Every contractor having a definite place of business in the county, provided that the gross receipts of the business exceed \$18,750, shall pay a license tax in the amount of sixteen cents (\$0.16) per one hundred dollars (\$100.00) of the gross receipts of the business. Every contractor who has gross receipts in excess of twenty-five thousand dollars (\$25,000.00) when there is no definite place of business in the county, but the person is a contractor subject to Virginia Code section 58.1-3715, shall pay a license tax in the amount of sixteen cents (\$0.16) per one hundred dollars (\$100.00) of the gross receipts of the business as prescribed by Virginia Code section 58.1-3715.

Sec. 28. - Certification of compliance with workers' compensation coverage prerequisite to issuance or reissuance of license; penalty.

- (a) No person licensable under this division shall be issued or reissued a license if he:
 - (1) has not obtained or is not maintaining workers' compensation coverage for his employees; and
 - (2) at the time of application for such issuance or reissuance, is required to obtain or maintain such coverage pursuant to Chapter 8 of Title 65.2 of the Virginia Code.
- (b) Every person licensable under this division shall provide written certification at the time of any application for issuance or reissuance of a license that he is in compliance with the provisions of Chapter 8 of Title 65.2 of the Virginia Code and will remain in compliance with such provisions at all times during the license year.

(a) The commissioner of revenue shall forward the signed certification required by subsection (b) above to the Virginia Workers' Compensation Commission, which shall conduct periodic compliance audits of selected licensees.

(b) Any person who knowingly presents or causes to be presented with his license application a false certificate of compliance shall be guilty of a class 3 misdemeanor.

Sec. 29. - Exhibition of license, etc., upon application for permit or award of contract.

Every contractor who proposes to do work in the county, for which a permit must be obtained from, or contract let by, a department, bureau or officer of the county, shall, upon making application for such permit or upon the award of such contract, exhibit to the proper county official the permit or upon the award of such contract, exhibit to the proper county official the county license authorizing him to engage in the business for the year in which the permit is applied for or in which such contract is awarded and shall furnish to that official a list of his subcontractors and, if any or all of such subcontracts have not been closed or awarded at the time of applying for such permit or award of such contract, he shall furnish such list in writing immediately upon awarding the subcontract of contracts, and he shall not allow the work under any subcontract to proceed until the subcontractor has exhibited to him his county license to do such business in the county for the current year.

Sec. 30. - Application of ordinance when tax paid in another jurisdiction.

(a) When a contractor has paid any local license tax required by the city, town or county in which his principal office or branch office or offices may be located, he shall be exempt from the payment of additional license tax to this county for conducting any such business within the confines of this county, except where the amount of business done by such person in this county exceeds the sum of twenty-five thousand dollars (\$25,000.00) in any year, in which event such person shall be liable for the license tax imposed by this ordinance and shall file an application, and when the gross receipts are more than sum of twenty-five thousand dollars (\$25,000.00) shall be subject to the other provisions of this ordinance.

(b) The commissioner of revenue shall have the power to require such periodic reports as he may deem necessary of all persons claiming exemption under this section. The exemption mentioned in this section shall not affect in any other way the requirements of this ordinance. In computing the license tax of a contractor whose principal office or branch office or offices are located in the county, there shall be exempt from the basis of taxation the amount of business done in any other city, town or county upon which a local license tax has been assessed as provided in Virginia Code section 58.1-3715.

Sec. 31. – Further exceptions.

Retailers and retail merchants, wholesalers and wholesale merchants are excepted from the license taxes prescribed by this ordinance. Retailer and retail merchant mean any person or

merchant who sells goods, wares and merchandise for use or consumption by the purchaser or for any purpose other than resale by the purchaser, but does not include sales at wholesale to institutional, commercial and industrial users. Wholesale and wholesale merchant mean any person or merchant who sells wares and merchandise for resale by the purchaser, including sales when the goods, wares and merchandise will be incorporated into goods and services for sale, and also includes sales to institutional, commercial, government and industrial users which because of the quantity, price, or other terms indicate that they are consistent with sales at wholesale.

Sec. 32. - License fee.

Every person or business

- (1) providing financial, real estate, and professional services;
- (2) repair, personal and business services, and all other businesses and occupations not specifically listed or excepted in this ordinance; and
- (3) contractors,

having a definite place of business in the county, and not having gross receipts in excess of those imposing license taxes as specified in this ordinance, shall be assessed and required to pay annually a license fee in the amount of \$30.00. All provisions of this ordinance relating to the license taxes, shall apply, likewise, to license fees.

Adopted this 18th day of December 2014

Signed:



C. Eric Fly, Sr., Chairman
Board of Supervisors