

**At a Regular Meeting of the Sussex County Board of Supervisors  
Held in the General District Courtroom on  
Thursday, January 19, 2017 at 7 pm**

**BOARD MEMBERS PRESENT**

Keith C. Blowe  
C. Eric Fly, Sr.  
Alfred G. Futrell  
Susan B. Seward  
John A. Stringfield  
Rufus E. Tyler, Sr.

**STAFF PRESENT:**

Vandy V. Jones, III, Interim County Administrator  
Mark Flynn, County Attorney  
Shilton R. Butts, Assistant to the County Administrator/Deputy Clerk to the Board  
Ellen G. Boone, Commissioner of the Revenue  
Deste J. Cox, Deputy Treasurer  
Brenda H. Drew, Housing Coordinator  
Andre M. Greene, Director of Community Development  
Kelly W. Moore, Accounts Payable Clerk  
Patrick Plourde, Director of Social Services  
Lyndia P. Ramsey, Commonwealth's Attorney  
Lorenzo D. Turner, Assistant to the Director of Community Development  
Matthew Venable, Director of Environmental Inspections  
Eddie T. Vick, Public Safety Coordinator  
Monica J. Whitney, Permit Technician

**1. Commencement**

**1.01 Call to Order/Determine Quorum**

The January 19, 2017 meeting of the Sussex County Board of Supervisors was called to order by Chairman Seward.

**1.02 The Invocation**

The Invocation was offered by Supervisor Blowe.

**1.03 The Pledge of Allegiance**

The Pledge of Allegiance was recited by all.

**1.04 Agenda Amendments**

The following amendments were requested: under Item 6. Action Items, add as item 6.07 Resolution to Oppose House Bill 2108; move item 6.06 Memorial Proclamation for the Late Bruce Spencer to Item 3. Recognition/Awards as item 3.03; remove item 6.03 Communications System (update through memo); under Item 3. Recognition/Awards, add as item 3.04 Introduction of new Director of Social Services.

### 1.05 Approval of Regular Agenda

ON MOTION OF SUPERVISOR STRINGFIELD, seconded by SUPERVISOR BLOWE and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves the January 19, 2017 regular agenda, inclusive of adding under Item 6. Action Items as Item 6.07 Resolution to Oppose House Bill 2108; moving Item 6.06 Memorial Proclamation for the Late Bruce Spencer to Item 3. Recognition/Awards as Item 3.03; removing Item 6.03 Communications System; under Item 3. Recognition/Awards, adding as Item 3.04 Introduction of new Director of Social Services.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward, Stringfield, Tyler

Voting nay: none

### **2. Approval of Consent Agenda**

ON MOTION OF SUPERVISOR FLY, seconded by SUPERVISOR BLOWE and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves the consent agenda inclusive of the following: (a) Minutes of December 15, 2016 special and regular meetings; (b) Approval of Warrants and Vouchers; and (c) Accept and Appropriate Funds for Sheriff's Office - \$1,726.65.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward, Stringfield, Tyler

Voting nay: none

### **3. Recognitions/Awards**

#### 3.01 and 3.02 Resolutions Honoring Ms. Deborah A. Davis and Ms. Chequila H. Fields, respectively

Interim County Administrator Jones stated the resolutions were included in the Board packet recognizing the former County Administrator, Ms. Deborah A. Davis and the former Director of Social Services, Ms. Chequila H. Fields for their services to Sussex County.

ON MOTION OF SUPERVISOR BLOWE, seconded by SUPERVISOR TYLER and carried: RESOLVED that the Sussex County Board of Supervisors hereby adopts resolutions recognizing the former County Administrator, Ms. Deborah A. Davis and the former Director of Social Services, Ms. Chequila D. Fields for their services to Sussex County.

Voting aye: Supervisors Blowe, Fly, Seward, Stringfield, Tyler

Voting nay: none

Absent during vote: Supervisor Futrell

#### 3.03 Memorial Proclamation for the Late Bruce Spencer

Chairman Seward stated that she will provide information for the proclamation for the late Bruce Spencer to be included in the February 16, 2017 agenda.

### 3.04 Introduction of the New Director of Social Services

The former Director of Social Services, Ms. Chequila H. Fields, retired on December 31, 2016, Interim County Administrator Jones introduced and welcomed new Director of Social Services, Mr. Patrick Plourde.

Mr. Plourde thanked everyone and is appreciative of the opportunity. He looks forward to working with the Board of Supervisors, Sussex County staff and the community. Mr. Plourde stated that he has worked for Virginia Department of Social Services for over 15 years in various capacities.

## **4. Public Hearing**

Chairman Seward entered into Public Hearing to discuss resolution authorizing preparation and filing of a joint application by the Town of Waverly and Sussex County for urgent need open submission grant funds through the Virginia Small Cities Community Development Block Grant Program.

### 4.01 Resolution Authorizing the Preparation and Submittal of a Joint Application by the Town of Waverly and the County of Sussex for Urgent Need Open Submission Grant Funds through the Virginia Small Cities Community Development Block Grant Program

Interim County Administrator Jones reported that a tornado struck the Town of Waverly and the County of Sussex on February 24, 2016. Homes and businesses were damaged or totally destroyed by the tornado event. The Town and the County of Sussex wish to jointly apply for funds from the Urgent Needs Open Submission Grant under the Virginia Small Cities Community Development Block Grant to address the damages caused by the tornado.

The joint application will be submitted requesting a total of \$1,397,044 of which \$697,217 will be used to address damages to structures in the County. While there is no local match required, the County has expended approximately in \$30,000 in clean-up activities in the aftermath of the Tornado. These incurred expenses will be used as leverage in the grant application. Also, it is anticipated that the County will spend approximately \$2,000 in administrative costs (i.e. advertising notices of public hearings and meetings) associated with submittal of the grant application and will grant approximately \$2,700 in building permit waivers which will also serve as leverage.

Mr. Michael Dobson, Community Planning Partners (CPP), stated that CPP was brought in, with the County's consent, to move forward with a joint application with the Town of Waverly to apply for funds. The Town of Waverly adopted its resolution Tuesday, January 17, 2017 to submit a joint application. He is now requesting that the Board of Supervisors

adopt resolution to submit joint application. (A copy of the resolution is included in the Board packet.)

Mr. Dobson stated that the United Methodist Committee on Relief (UMCOR) has inspected approximately 45 homes and the rehabilitation needs have been documented. The maximum amount of funding that can be received is \$700,000.00. A budget has been prepared to show how and where funding will be spent. If the State approves the joint application, hopefully in 60 – 90 days after submission, CPP would then come back to localities to accept the award. Mr. Dobson stated that Board of Supervisors would be responsible either jointly or separately with the Town of Waverly to appoint a Housing Review Board which would consist of Board members and members of the public. Applications will then be taken. Each home that wishes to participate that was on the original list of 45 homes would then apply with a full application to the Housing Review Board. The Housing Review Board will then vote on each application. Mr. Dobson stated that it will probably be approximately 17 rehabs and two (2) to three (3) rehabs that classify as substantial reconstructions. Mr. Dobson advised the Board that even though it will not affect the County, he wanted to note that because the Town of Waverly is in national and state historic district, that will be a consideration for properties that are in the Town. Those properties will have to be reviewed by DHR to ensure historic structures aren't damaged or affected in a negative way.

Mr. Dobson advised that applications are still being accepted. Applications can be picked up at the Housing Office in Waverly. Once the application is completed, it can also be returned to staff at Waverly Housing Office. He advised that money has been set aside for demolition which is mainly for the Town. There are no infrastructure improvements in the County. Mr. Dobson reviewed some of the derivation of costs in chart provided in the Board packet.

Public comments were heard from Jerald Johnson (Waverly District), Sussex County Young Men's Athletic Club (SCYMAC).

Board Members comments were heard from Supervisors Blowe, Fly, Futrell, and Seward.

Mr. Dobson advised that some facade money will be available for businesses located in the Town of Waverly. This will allow the businesses on Main Street to apply for facade improvements which includes roof replacement.

#### 4.02 Return to Open Session

Chairman Seward closed the Public Hearing and returned to Open Session.

#### 4.03 Action on Public Hearing Items

ON MOTION OF SUPERVISOR BLOWE, seconded by SUPERVISOR TYLER and carried: RESOLVED that the Sussex County Board of Supervisors hereby adopts the resolution authorizing the preparation and filing of a joint application by the Town of

Waverly and the County of Sussex for Urgent Need Open Submission Grant Funds through the Virginia Small Cities Community Development Block Grant Program, to-wit:

**WHEREAS**, the Town of Waverly and County of Sussex were severely impacted by a tornado that hit the community on February 24, 2016; and

**WHEREAS**, Governor Terry R. McAuliffe declared a state of emergency in response to the severe weather to direct all possible resources towards responding to the event; and

**WHEREAS**, Governor Terry R. McAuliffe has requested President Obama for a federal disaster declaration to assist Virginia's response; and

**WHEREAS**, the Town of Waverly and County of Sussex wish to jointly apply for an Urgent Needs Open Submission Grant under the Virginia Small Cities Community Development Block Grant program to address the severe housing damages caused by the tornadoes; and

**WHEREAS**, Town of Waverly and County of Sussex are unable to finance the improvement program solely using local resources and is therefore seeking relief from federal and state resources but are still confronted with a shortfall in funding; and

**WHEREAS**, the joint application for \$1,397,044 submitted by the two jurisdictions will assist in alleviating the existing conditions which are currently posing a serious and immediate threat to the health, safety and welfare of the local residents; and

**WHEREAS**, County of Sussex properly advertised and conducted public hearings on December 13, 2016 and January 19, 2017 which addressed the CDBG program and the proposed CDBG project application, thereby meeting citizen participation requirements.

**NOW, THEREFORE BE IT RESOLVED** by Sussex County Board of Supervisors that: the County Administrator, the County's chief administrative official, is hereby authorized to execute and file all appropriate documents for Waverly Tornado Recovery UNOS Grant under the 2017 Virginia Community Development Block Grant Urgent Needs Open Submission application totaling \$1,397,044 in grant funds, with \$697,217 in funds applied for by the County, and to provide such additional information as may be required by the Virginia Department of Housing and Community Development. Voting aye: Supervisors Blowe, Fly, Futrell, Seward, Stringfield, Tyler  
Voting nay: none

## **5. Appointments**

### 5.01 Appointment to Virginia's Gateway Region Board of Directors

Interim County Administrator Jones stated that the terms of Supervisor Alfred G. Futrell, 524 Moore Street, Waverly, VA 23890 and Mr. Rex Davis, 612 Brentmoore Drive, Glen Allen, VA 23859 will expire February 29, 2017 on the Virginia's Gateway Region Board

of Directors. Staff has contacted Supervisor Futrell and Mr. Rex Davis. Both are willing to serve, if reappointed.

ON MOTION OF SUPERVISOR TYLER, seconded by SUPERVISOR FUTRELL and carried: RESOLVED that the Sussex County Board of Supervisors hereby reappoints Supervisor Alfred G. Futrell, 524 Moore Street, Waverly, VA 23890 and Mr. Rex Davis, 612 Brentmoore Drive, Glen Allen, VA 23859 to Virginia's Gateway Region Board of Directors with terms commencing March 1, 2017 and expiring February 28, 2018.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward, Stringfield, Tyler

Voting nay: none

#### 5.02 Appointment to Sussex Service Authority Board of Directors

Interim County Administrator Jones stated this item was tabled from the December 15, 2016 regular Board of Supervisors meeting. The At-Large position on the Sussex Service Authority Board of Directors needs to be filled. The position has a term ending December 31, 2019.

ON MOTION OF SUPERVISOR FUTRELL, seconded by SUPERVISOR TYLER and carried: RESOLVED that the Sussex County Board of Supervisors hereby nominates Ms. Valarie P. Ricks to be appointed for the At-Large position on the Sussex Service Authority Board of Directors with a term ending December 31, 2019.

There was discussion that the At-Large Alternate position needed to be filled. Supervisor Futrell amended the motion to include the nomination of Mr. Franklin Cox for the At-Large Alternate position. However, it was noted that this position was not on the agenda at this time. Mr. Futrell offered his original motion.

County Attorney Flynn explained that there was no conflict with Ms. Valarie P. Ricks being a county employee and serving on the Sussex Service Authority Board of Directors.

ON MOTION OF SUPERVISOR FUTRELL, seconded by SUPERVISOR TYLER and carried: RESOLVED that the Sussex County Board of Supervisors hereby nominates Ms. Valarie P. Ricks to be appointed for the At-Large position on the Sussex Service Authority Board of Directors with a term ending December 31, 2019.

Voting aye: Supervisors Blowe, Futrell, Tyler

Voting nay: Supervisors Fly, Seward

Abstained: Supervisor Stringfield

Motion was tied initially; however, Supervisor Stringfield amended his vote to abstain.

## **6. Action Items**

### 6.01 Blackwater Regional Library

Ms. Jenny Bailey, Director of the Blackwater Regional Library, reported that even though hours were cut at the Wakefield location, there were a few hours over that the library

doesn't have funding to pay. The Blackwater Regional Library is requesting an extra \$865.45 to cover the hours that there is no funding to pay for the next five (5) months-until June 30, 2017.

A copy of the letter with further detail of schedules and location hours from Jenny Bailey, Director of Blackwater Regional Library, was included in the Board packet.

There was further discussion of volunteers and staff workers, safety, change of federal laws and hours.

ON MOTION OF SUPERVISOR STRINGFIELD, seconded by SUPERVISOR TYLER and carried: RESOLVED that the Sussex Board of Supervisors hereby tables the Blackwater Regional Library request until the February 16, 2017 Board of Supervisors meeting.

Voting aye: Supervisors Futrell, Seward, Stringfield, Tyler

Voting nay: Supervisors Blowe, Fly

#### 6.02 Town of Stony Creek Park

Interim County Administrator Jones stated that in the past Sussex County offered to transfer Stony Creek Park to the Town of Stony Creek at no cost. The Town did not accept the park at that time. At the November 17, 2016 meeting, Stony Creek Town Council Member informed the Board that the Town of Stony Creek was now willing to accept the Park. Mayor Jackson and Town Council Member Sylvia Jackson met with Interim County Administrator Jones.

The Town of Stony Creek is submitting a letter offering \$5,000.00 to purchase the Stony Creek Park, tax map number 61A1-A-66.

Pearson's Appraisal, the County Assessors, has put a value of \$50,000.00 on the Stony Creek Park.

Interim County Administrator advised that Mayor Jackson and Town Council Member Sylvia Jackson were present if there were any questions.

ON MOTION OF SUPERVISOR FUTRELL, seconded by SUPERVISOR FLY and carried: RESOLVED that the Sussex County Board of Supervisors hereby accepts the offer of \$5,000.00 from the Town of Stony Creek for the purchase of Stony Creek Park, tax map number 61A1-A-66; and

FURTHER RESOLVED that the purchase agreement includes restricted use.

Mayor Jackson spoke on behalf of the Town of Stony Creek's purchase of the Park. He advised of the Town's intention to have a fire department, rescue squad and place for the Sheriff's Department. They also have a proposal to purchase recreational equipment in ten (10) years.

It was also noted that the Sussex Service Authority has an easement on the property that will need to be considered.

Supervisor Tyler offered a substitute motion.

ON MOTION OF SUPERVISOR TYLER, seconded by SUPERVISOR BLOWE and carried: RESOLVED that the Sussex County Board of Supervisors hereby authorizes County Administration to work with the County Attorney to draft a deed with restrictions to present to the Board for consideration.

Voting aye: Supervisors Blowe, Futrell, Seward, Stringfield, Tyler

Voting nay: Supervisor Fly

6.03 Communications System – removed from the agenda.

6.04 Draft of Amendments to Board of Supervisors Bylaws

6.05 Draft of Remote Participation Policy for Sussex County Board of Supervisors

Chairman Seward advised that the draft of amendments to the Board of Supervisors Bylaws and the draft of the Remote Participation Policy for Sussex County Board of Supervisors will done together.

County Attorney Flynn referred to amendments suggested at the Board of Supervisors' Special Organization Meeting held on Thursday, January 5, 2017, offered by Supervisor Blowe. Supervisor Blowe recommended the following amendments under Section 2 Meeting, subsection 2-1: (1) amend regular meetings end time from 12:00 midnight to 10:00 p.m.; (2) amend public hearing shall be advertised for 6:30 p.m. instead of 7:00 p.m.; and, Closed Meetings will be held at 5:30 p.m. on regular scheduled meeting days.

County Attorney Flynn recommended that all meetings start at 6:00 p.m. with an end time of 10:00 p.m. This recommendation would affect subsection 2-1-E. It will eliminate subsection 2-1-F regarding public hearing advertisement. In Subsection 2-1-H, the second sentence "Closed Meetings will be held upon completion of other formal agenda items unless reasons beyond the Board's control" would be deleted.

County Attorney Flynn stated that in Subsection 2-1-B, Virginia Open Meeting Law should be changed to Virginia Freedom of Information Act.

County Attorney Flynn also reviewed the Remote Participation Policy. This allows a Board member to phone-in if a personal matter arise. Remote participation in meeting of Board by electronic means is allowed per Virginia Code Section 2.2-3708.1. The requirements are limited to two (2) meetings or twenty-five percent (25%) of the meeting during year. Notification has to be given to the Clerk the day before the meeting; however, depending on the situation, notification may be given the day of the meeting. The person participating by phone has to be able to be heard by everyone in the room. The person participating has to also be able to hear everyone in the room. For this to be able to be done by the Virginia Freedom of Information Act, the Remote Participation Policy has to be in place.

County Attorney Flynn recommended that under Item 4 Public Hearing on the agenda, items 4.01 Enter Public Hearing and 4.03 Return to Open Session should be removed from the agenda.

A copy of the draft Remote Participation Policy was included in the Board packet.

ON MOTION OF SUPERVISOR BLOWE, seconded by SUPERVISOR STRINGFIELD and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves the amendments to the Board of Supervisors Bylaws to include (1) under subsection 2-1-E, change meeting start time from 7:00 p.m. to 6:00 p.m. with an end time of 10:00 p.m., (2) delete subsection 2-1-F regarding public hearing advertisement, (3) under Subsection 2-1-H, delete the second sentence “Closed Meetings will be held upon completion of other formal agenda items unless reasons beyond the Board’s control”, (4) under 2-1-B, change Virginia Open Meeting Law to Virginia Freedom of Information Act, (5) under the Item 4, Public Hearing, delete Enter into Public Hearing and Return to Open Session; and (6) adopt the Remote Participation Policy.

Voting aye: Supervisors Blowe, Futrell, Seward, Stringfield, Tyler

Voting nay: Supervisor Fly

6.06 Memorial Proclamation for the Late Bruce Spencer

Moved to #3 Recognition/Awards as Item 3.03.

6.07 Resolution Opposing House Bill 2108

Interim County Administrator Jones stated that the resolution is regarding House Bill 2108, the Virginia Broadband Deployment Act. The resolution is in opposition of the House Bill.

County Attorney Flynn discussed areas of House Bill 2108 that would affect Sussex such as being unable to use General Funds

A copy of the resolution was included in the Board packet.

ON MOTION OF SUPERVISOR BLOWE, seconded by SUPERVISOR TYLER and carried: RESOLVED that the Sussex County Board of Supervisors hereby adopts resolution in opposition of House Bill 2108, to-wit:

WHEREAS, broadband access and reliability are essential to citizens, businesses, and non- profits in Sussex County; and

WHEREAS, citizens, businesses, and non-profits desire faster and more reliable broadband speeds; and

WHEREAS, areas of Sussex County lack broadband access; and

WHEREAS, we seek to maximize County policy and funding options to improve

broadband access and reliability; and

WHEREAS, Sussex County seeks to protect the proprietary information of local businesses;

NOW BE IT THEREFORE RESOLVED, we the Sussex County Board of Supervisors do hereby formally **oppose** House Bill 2108, the Virginia Broadband Deployment Act. Voting aye: Supervisors Blowe, Fly, Futrell, Seward, Stringfield, Tyler  
Voting nay: none

## **7. Reports of Departments/Agencies**

### 7.01 Atlantic Waste Disposal Update, Jason Williams, Senior District Manager

Mr. Jason Williams, Senior District Manager of Atlantic Waste Disposal, provided a brief report of Atlantic Waste. Mr. Williams stated that he believes Atlantic Waste has made progress on eliminating the odor although there is still work to be done in this area. He believes the odor is coming from Phase IV capping project.

Mr. Williams stated that Atlantic Waste is working their engineers. They will install synthetic caps in the Phase IV area. They've already begun the project. Atlantic Waste met with Department of Environmental Quality to review their plan. In addition, gas wells are being installed to help enhance the collection.

Phase III capping project design which is approximately 34 acres is anticipated to start mid 2017.

The Waste Water Treatment Plant is still expected to be completed in the second quarter of 2017.

Mr. Williams stated that with the convenience centers, Atlantic Waste is having some issues receiving power equipment to be installed.

Mr. Williams stated that the unveiling of the helicopter pad was held on January 12, 2017. Virginia State Police Medflight I landed on the pad. An Awareness Training was done with the Virginia State Police Medflight I and other local responders. Mr. Williams expressed his appreciation to Mr. Eddie T. Vick, Public Safety Coordinator, for organizing the event.

Mr. Williams introduced Mr. Joe Cox, Site Engineer for Atlantic Waste. Mr. Cox will be sharing some of the duties pertaining to the Board. Mr. Cox has over twenty (20) years of engineering experience. He previously lived in Sussex County for eighteen (18) years.

### 7.02 FY16 Annual Presentation, Aaron Hawkins of Robinson, Farmer, Cox Associates

Mr. Aaron Hawkins of Robinson, Farmer, Cox Associates provided the FY16 annual report. Mr. Hawkins stated that the County had a non-modified report-free of any mistakes.

Mr. Hawkins reviewed the general fund balance, financial statements-Schedules I and II, and tax collections. He also reviewed Uniform Guidance.

Robinson, Farmer, Cox Associates sent a management letter noting items to be reviewed. One of the items was year-end closing of the accounting software. Mr. Hawkins stated that this year, a hard close was done before any accruals were posted. He also recommended developing a credit card policy.

A copy of the Annual Financial Report for the Fiscal Year Ended June 30, 2016 was provided to Board members.

7.03 Finance Department Report– *included in Board packet*

Interim County Administrator Jones noted that the Proposed FY18 Budget Calendar is included. With this calendar, it is Interim County Administrator Jones' intention to go through a process to have the Board to adopt the budget in May.

7.04 Animal Services/Public Safety Report – *included in Board packet*

7.05 Treasurer's Report – *included in Board packet*

7.06 Community Development Report – *included in Board packet*

7.07 Departmental of Environmental Inspections– *included in Board packet*

7.08 Virginia Department of Transportation (VDOT), Jerry Kee

Mr. Jerry Kee, Virginia Department of Transportation (VDOT), was present. He answered Board members questions regarding tree overhanging on property. Mr. Kee is to give property owner a call. Mr. Jerry Kee discussed "Children at Play" sign. Mr. Kee stated that VDOT started a new policy two (2) years ago. The County will have to complete an application to be approved by VDOT. The County will also have to purchase sign and install it. VDOT no longer installs the sign. Mr. Kee will send a copy of policy.

He also reported that the traffic study has been done in Stony Creek. He is waiting to receive report.

Supervisor Seward thanked VDOT for the prompt clearing of the highways/roads.

## **8. Citizens' Comments (9:03 pm)**

Comments were heard from:

- Otto Wachsmann (Stony Creek District) – Board meeting/time change; Stony Creek Park
- Sylvia Jackson (Stony Creek District/Town Council) – Stony Creek Park

- Chester Carter (Stony Creek District) – Board meeting/time change; Stony Creek Park
- Jessica Moore (President, Wakefield Library-Troxler Branch) – Wakefield and Waverly Libraries’ hours
- Bill Collins (Courthouse District) – Blackwater Regional Library; public library and education

**9. Unfinished Business – none**

**10. New Business – none**

**11. Board Member Comments**

11.01 Blackwater District – Meeting time; Libraries (Wakefield/Waverly); Stony Creek Park

11.02 Courthouse District – none

11.03 Henry District – none

11.04 Stony Creek District – Thanked Mr. Collins on comments on libraries. Lack of library in Stony Creek District.

11.05 Wakefield District – Modular Units timeframe for moving; library - unaware of library harassment problems; thanked Mr. Collins and Ms. Jessica Moore for comments on libraries.

11.06 Waverly District – Sussex VDOT/clearing roads; Libraries (Wakefield/Waverly)

**12. Closed Session**

12.01 Convene into Closed Session

ON MOTION OF SUPERVISOR FLY, seconded by SUPERVISOR BLOWE and carried: RESOLVED that the Sussex County Board of Supervisors hereby enters Closed Session for (1) personnel matters, for discussion of consideration of prospective candidates for employment, pursuant to Code Section 2.2-3711(A)1 regarding Building Official and interim Deputy County Administrator; (2) discussion of sale of real estate where in an open meeting would adversely affect negotiations, pursuant to Code Section 2.2-3711(A)3, regarding Town of Stony Creek; and, (3) consultation of legal counsel for a specific legal matter, pursuant to Code Section 2.2-3711(A)7, regarding Atlantic Waste  
 Voting aye: Supervisors Blowe, Fly, Futrell, Seward, Stringfield, Tyler  
 Voting nay: none

12.02 Reconvene to Open Session

ON MOTION OF SUPERVISOR FUTRELL seconded by SUPERVISOR FLY and carried: RESOLVED that the Sussex County Board of Supervisors hereby returns to Open Session.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward, Stringfield, Tyler

Voting nay: none

### 12.03 Certification

By roll call the Sussex County Board of Supervisors hereby approves adoption of resolution for certification, to-wit:

WHEREAS, that the Sussex County Board of Supervisors 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 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.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward, Stringfield, Tyler

Voting nay: none

### 12.04 Action Resulting from Closed Session

No action taken on Closed Session items.

## **13. Recess/Adjournment**

### 13.01 Adjournment

ON MOTION OF SUPERVISOR FUTRELL, seconded by SUPERVISOR TYLER and carried: RESOLVED that the January 19, 2017 meeting of the Sussex County Board of Supervisors is hereby adjourned at 10:31 p.m.

Voting aye: Supervisors Blowe, Fly, Futrell, Seward, Stringfield, Tyler

Voting nay: none

### 13.02 Next Meeting

The next Board of Supervisors meeting will be Thursday, February 16, 2017 at 6 p.m. in the General District Courtroom.

# February 16, 2017

## WARRANTS & VOUCHERS SUMMARY

<b>TOTAL ALL WARRANTS FOR APPROVAL</b>	<b>\$896,392.14</b>
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<b>TOTAL ALL VOID CHECKS FOR APPROVAL</b>	<b>\$0.00</b>
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ACCOUNTS PAYABLE WARRANTS:	CHECK NO.	AMOUNTS	PROCESS DATE
FOR MONTH OF JANUARY 2017	205944-205998	\$ 563,347.71	RUN DATE 1/6/17
	206010-206087	\$ 127,104.42	RUN DATE 1/20/17
	Wire # 83	\$84,597.50	RUN DATE 1/11/17
	Wire # 84	\$28,767.50	RUN DATE 1/11/17

<b>Total Regular Warrants</b>	<b>\$803,817.13</b>
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PAY. DEDUCTION WARRANTS:	205999-206009	\$ 46,311.21	RUN DATE 1/12/17
	206088-206098	\$ 46,263.80	RUN DATE 1/31/17

<b>Total Deduction Warrants:</b>	<b>\$92,575.01</b>
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<b><u>TOTAL VOUCHERS &amp; WARRANTS FOR APPROVAL</u></b>	<b>\$896,392.14</b>
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<b>VOID CHECKS</b>	See attached	\$	-
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# ACCOUNTS PAYABLE CHECKS





P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
00000	000871	CRYSTAL SPRINGS	1351524	12/01/2016		4100-051500-1246-551-510	148.92	205956		Food Supplies	01434 ACCT#11416131351524
00000	000871	CRYSTAL SPRINGS	1352472	12/16/2016		4100-021100-1277-211-210	25.15	205956		Water Services	01434 # 11425301352472
		DISC. TOTAL					.00			174.07	
00000	001613	CUSTOM CLEANERS	1291	12/10/2016		4100-051500-1244-551-510	124.00	205957		Uniform Services	01434 SUSSEX COUNTY
		DISC. TOTAL					.00			124.00	
00000	000805	DAVIS, DEBORAH A	DAD 010517 01	1/05/2017		4100-021100-1124-211-210	677.00	205958		Health Care Benefits	01434 COBRA - DEC 2016
		DISC. TOTAL					.00			1,354.00	
00000	000868	DISH NETWORK	81054533 1216	12/18/2016		4100-021500-1234-253-210	53.03	205959		Telecommunications	01434 # 8255707081054533
		DISC. TOTAL					48.36	205959		101.39	
00000	000028	DISTRICT 19 COMMUNITY SERVICE	FY16/17 2NDHALF	12/14/2016		4100-081100-2110-805-810	32,249.50	205960		District 19 Community Service	01434 FY16/17 2ND HALF
		DISC. TOTAL					.00			32,249.50	
00000	000902	DOC FARMER'S MARKET	MKT49292	12/05/2016		4100-051500-1246-551-510	208.30	205961		Food Supplies	01434 SUSSEX CO JAIL
		DISC. TOTAL					194.20	205961		194.20	
00000	000902	DOC FARMER'S MARKET	MKT49459	12/12/2016		4100-051500-1246-551-510	164.80	205961		Food Supplies	01434 SUSSEX CO JAIL
		DISC. TOTAL					.00			567.30	
00000	001504	ELLIOTT, JAMES W.	JWE 103116	10/31/2016		4100-041100-1291-411-410	1,667.38	205962		Judicial Land Sale Expenses	01434 SUSSEX COUNTY
		DISC. TOTAL					.00			1,667.38	
00000	001451	FLOWERS FOODS	1180004730	12/12/2016		4100-051500-1246-551-510	86.40	205963		Food Supplies	01434 ACCT# 40351872
		DISC. TOTAL					.00			86.40	
00000	000152	GALLS, LLC	006564134	12/06/2016		4100-051100-1244-512-510	88.00	205964		Uniform Services	01434 ACCT# 5417395
		DISC. TOTAL					.00			88.00	
00000	001081	GREENE'S SERVICE CENTER	53405	12/22/2016		4100-051100-1265-512-510	50.00	205965		Vehicle Maintenance & Repairs	01434 SUSSEX SHERIFF DEPT
		DISC. TOTAL					.00			50.00	
00000	000276	GREENSVILLE COUNTY WATER	1175 122116	12/21/2016		4100-021200-1277-221-210	51.11	205966		Water Services	01434 ACCT# 1175
		DISC. TOTAL					.00			51.11	
00000	001484	HALEY FORD	44415683	12/21/2016		4100-051100-1265-512-510	1,279.67	205967		Vehicle Maintenance & Repairs	01434 SUSSEX SHERIFF DEPT
		DISC. TOTAL					.00			1,279.67	
00000	999999	HARRELL, DAVID	DH 1116	12/28/2016		4100-051500-1215-551-510	28.80	205968		Inmate Pay	01434 INMATE PAY
		DISC. TOTAL					.00			28.80	
00000	000148	HOLIDAY ICE	680166	7/11/2016		4100-051500-1246-551-510	122.00	205969		Food Supplies	01434 ACCT# 3455
		DISC. TOTAL					67.10	205969		189.10	
00000	001550	KINEX NETWORKING SOLUTION	161219-0002	12/19/2016		4100-021100-1234-211-210	97.24	205970		Telecommunications	01434 SUSSEX COUNTY
		DISC. TOTAL					97.22	205970		97.22	
		DISC. TOTAL					97.22	205970		97.22	

P.O. VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
00000 001550		161219-0002	12/19/2016		4100-041100-1234-411-410	97.22	205970		Telecommunications	01434 SUSSEX COUNTY
00000 001550		161219-0002	12/19/2016		4100-031100-1234-311-310	97.22	205970		Telecommunications	01434 SUSSEX COUNTY
00000 001550		161219-0002	12/19/2016		4100-021100-1234-211-210	97.22	205970		Telecommunications	01434 SUSSEX COUNTY
00000 001550		161219-0002	12/19/2016		4100-051100-1234-511-510	97.22	205970		Telecommunications	01434 SUSSEX COUNTY
00000 001550		161219-0002	12/19/2016		4100-063100-1234-631-630	97.22	205970		Telecommunications	01434 SUSSEX COUNTY
					875.00				TOTAL	
00000 001433	LOWE'S	909676	12/12/2016		4100-021200-1272-221-210	102.54	205971		Building Maintenance & Repair	01434 ACCT# 99000502080
00000 001433		909676	12/12/2016		4100-021200-1272-221-210	59.78	205971		Grounds Maintenance & Repairs	01434 ACCT# 99000502080
00000 001433		911145	12/07/2016		4100-021200-1272-221-210	64.90	205971		Grounds Maintenance & Repairs	01434 ACCT# 99000502080
00000 001433		911531	12/13/2016		4100-021200-1272-221-210	28.66	205971		Building Maintenance & Repairs	01434 ACCT# 99000502080
00000 001433		911531	12/13/2016		4100-021200-1272-221-210	473.50	205971		Grounds Maintenance & Repairs	01434 ACCT# 99000502080
00000 001433		919181	12/05/2016		4100-021200-1272-221-210	186.01	205971		Grounds Maintenance & Repairs	01434 ACCT# 99000502080
00000 001433		919181	12/05/2016		4100-021200-1272-221-210	37.99	205971		Building Maintenance & Repair	01434 ACCT# 99000502080
					953.38				TOTAL	
00000 001046	MCI	4342465511 1216	12/13/2016		4100-021100-1234-211-210	30.08	205972		Telecommunications	01434 ACCT# 0862926192
00000 001046		4342465511 1216	12/13/2016		4100-021400-1234-242-210	4.94	205972		Telecommunications	01434 ACCT# 0862926192
00000 001046		4342465511 1216	12/13/2016		4100-021300-1234-231-210	37.12	205972		Telecommunications	01434 ACCT# 0862926192
00000 001046		4342465511 1216	12/13/2016		4100-021400-1234-241-210	4.94	205972		Telecommunications	01434 ACCT# 0862926192
00000 001046		4342465511 1216	12/13/2016		4100-021600-1234-261-210	3.42	205972		Telecommunications	01434 ACCT# 0862926192
00000 001046		4342465511 1216	12/13/2016		4100-021500-1234-253-210	2.47	205972		Telecommunications	01434 ACCT# 0862926192
00000 001046		4342465511 1216	12/13/2016		4100-051100-1234-516-510	1.19	205972		Telecommunications	01434 ACCT# 0862926192
00000 001046		4342465511 1216	12/13/2016		4100-023100-1234-291-210	7.40	205972		Telecommunications	01434 ACCT# 0862926192
00000 001046		4342465511 1216	12/13/2016		4100-041100-1234-411-410	10.13	205972		Telecommunications	01434 ACCT# 0862926192
00000 001046		4342465511 1216	12/13/2016		4100-031100-1234-311-310	10.03	205972		Telecommunications	01434 ACCT# 0862926192
00000 001046		4342465511 1216	12/13/2016		4100-063100-1234-631-630	13.17	205972		Telecommunications	01434 ACCT# 0862926192
00000 001046		4342465511 1216	12/13/2016		4100-062100-1234-621-620	24.68	205972		Telecommunications	01434 ACCT# 0862926192
00000 001046		4342465511 1216	12/13/2016		4100-063100-1234-632-630	2.47	205972		Telecommunications	01434 ACCT# 0862926192
00000 001046		4342465511 1216	12/13/2016		4100-061100-1234-611-610	3.17	205972		Telecommunications	01434 ACCT# 0862926192
00000 001046		4342465511 1216	12/13/2016		4100-061100-1234-612-610	34.67	205972		Telecommunications	01434 ACCT# 0862926192
00000 001046		4342465511 1216	12/13/2016		4100-081300-2110-822-810	17.72	205972		VA Cooperative Extension	01434 ACCT# 0862926192
00000 001046		4342465511 1216	12/13/2016		4100-061100-1234-613-610	7.40	205972		Telecommunications	01434 ACCT# 0862926192
00000 001046		4342465511 1216	12/13/2016		4100-051100-1234-512-510	82.71	205972		Telecommunications	01434 ACCT# 0862926192
00000 001046		4342465511 1216	12/13/2016		4100-021200-1234-221-210	.25	205972		Telecommunications	01434 ACCT# 0862926192
00000 001046		4342465511 1216	12/13/2016		4105-071100-1234-711-710	71.71	205972		Telecommunications	01434 ACCT# 0862926192
					369.67				TOTAL	
00000 001470	MCI COMM SERVICE	4342462428 1216	12/17/2016		4100-061100-1234-613-610	32.34	205973		Telecommunications	01434 ACCT# 2DG40965
00000 001470		4342462453 1216	12/17/2016		4100-061100-1234-613-610	32.34	205973		Telecommunications	01434 ACCT# 2DG40966
					64.68				TOTAL	
00000 000947	MUNICIPAL EMERGENCY	IN1087602	12/09/2016		4302-091300-0000-	413.645.00	205974		Fire Dept. SCBA Replacement	01434 ACCT# C36508
					413.645.00				TOTAL	
00000 000150	PATE DAWSON	W76831-00	12/08/2016		4100-051500-1246-551-510	2,768.48	205975		Food Supplies	01434 ACCT# 91033
					2,768.48				TOTAL	
00000 000164	PITNEY-BOWES, LLC	3302247379	12/01/2016		4100-021300-1252-231-210	150.00	205976		Equipment Lease/Rental	01434 ACCT# 0015993371
					150.00				TOTAL	



P.O. VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	ACH ACH	G/L ACCOUNT	DESSC.	BATCH INV. DESCRIPTION
00000 000769		4342462294 1216	12/22/2016		4100-061100-1234-612-610	234.33	205990			Telecommunications	01434 ACCT# 000641808907	
00000 000769		4342462912 1216	12/22/2016		4100-061100-1234-612-610	43.46	205990			Telecommunications	01434 ACCT# 000777016136	
00000 000769		4342466604 1216	12/22/2016		4100-061100-1234-612-610	59.10	205990			Telecommunications	01434 ACCT# 000690806077	
00000 000769		4342468326 1216	12/22/2016		4100-063100-1234-632-630	28.82	205990			Telecommunications	01434 ACCT# 000130840277	
00000 000769		4342468326 1216	12/22/2016		4100-061100-1234-612-610	28.82	205990			Telecommunications	01434 ACCT# 000130840277	
00000 000769		4342468326 1216	12/22/2016		4100-061100-1234-611-610	62.55	205990			Telecommunications	01434 ACCT# 000130840277	
00000 000769		4342468326 1216	12/22/2016		4100-021400-1234-242-210	66.46	205990			Telecommunications	01434 ACCT# 000130840277	
00000 000769		4342468326 1216	12/22/2016		4100-021100-1234-211-210	84.78	205990			Telecommunications	01434 ACCT# 000130840277	
00000 000769		4342468326 1216	12/22/2016		4100-021400-1234-241-210	66.87	205990			Telecommunications	01434 ACCT# 000130840277	
00000 000769		4342468326 1216	12/22/2016		4100-021100-1234-211-210	66.46	205990			Telecommunications	01434 ACCT# 000130840277	
00000 000769		4342468326 1216	12/22/2016		4100-023100-1234-231-230	66.46	205990			Telecommunications	01434 ACCT# 000130840277	
00000 000769		4342468326 1216	12/22/2016		4100-023100-1234-231-230	66.46	205990			Telecommunications	01434 ACCT# 000130840277	
00000 000769		4342468326 1216	12/22/2016		4100-031100-1234-311-310	21.91	205990			Telecommunications	01434 ACCT# 000130840277	
00000 000769		4342468326 1216	12/22/2016		4100-021100-1234-211-210	98.19	205990			Telecommunications	01434 ACCT# 000130840277	
00000 000769		4342468326 1216	12/22/2016		4105-071100-1234-711-710	32.31	205990			Telecommunications	01434 ACCT# 000130811997	
00000 000769		4342468326 1216	12/22/2016		4100-021500-1234-253-210	58.36	205990			Telecommunications	01434 ACCT# 000130811997	
00000 000769		4342468327 1216	12/22/2016		4100-051100-1234-516-510	74.26	205990			Telecommunications	01434 ACCT# 000130811997	
00000 000769		4342468327 1216	12/22/2016		4100-051100-1234-516-510	61.26	205990			Telecommunications	01434 ACCT# 000130811997	
00000 000769		4342468327 1216	12/22/2016		4100-051100-1234-516-510	61.26	205990			Telecommunications	01434 ACCT# 000130811997	
00000 000769		4342468327 1216	12/22/2016		4100-021100-1234-211-210	58.36	205990			Telecommunications	01434 ACCT# 000130811997	
00000 000769		4342468327 1216	12/22/2016		4100-051100-1234-516-510	58.36	205990			Telecommunications	01434 ACCT# 000130811997	
00000 000769		4342468327 1216	12/22/2016		4100-041100-1234-411-410	70.89	205990			Telecommunications	01434 ACCT# 000130811997	
00000 000769		4342468327 1216	12/22/2016		4100-061100-1234-611-610	70.89	205990			Telecommunications	01434 ACCT# 000130811997	
00000 000769		4342468327 1216	12/22/2016		4100-061100-1234-611-610	12.99	205990			Telecommunications	01434 ACCT# 000130811997	
00000 000769		4342468327 1216	12/22/2016		4100-061100-1234-611-610	13.39	205990			Telecommunications	01434 ACCT# 000130811997	
00000 000769		4342468327 1216	12/22/2016		4100-061100-1234-611-610	13.39	205990			Telecommunications	01434 ACCT# 000130811997	
00000 000769		4342468327 1216	12/22/2016		4100-061100-1234-611-610	66.39	205990			Telecommunications	01434 ACCT# 000130811997	
00000 000769		4342468327 1216	12/22/2016		4100-061100-1234-611-610	70.89	205990			Telecommunications	01434 ACCT# 000130811997	
00000 000769		4342468327 1216	12/22/2016		4100-061100-1234-611-610	12.99	205990			Telecommunications	01434 ACCT# 000130811997	
00000 000769		4342468327 1216	12/22/2016		4100-061100-1234-612-610	66.39	205990			Telecommunications	01434 ACCT# 000130811997	
00000 000769		4342468327 1216	12/22/2016		4100-061100-1234-612-610	13.39	205990			Telecommunications	01434 ACCT# 000130811997	
00000 000769		4342468327 1216	12/22/2016		4100-021100-1234-211-210	58.36	205990			Telecommunications	01434 ACCT# 000130811997	
DISC. TOTAL						1,889.50				1,889.50		
00000 000039	VERIZON WIRELESS	9776926812	12/12/2016		4100-051100-1234-516-510	455.39	205991			Telecommunications	01434 #520620824-00001	
00000 000039		9776926812	12/12/2016		4100-051500-1234-551-510	110.76	205991			Telecommunications	01434 #520620824-00001	
00000 000039		9776926812	12/12/2016		4100-051100-1234-512-510	806.49	205991			Telecommunications	01434 #520620824-00001	
DISC. TOTAL						1,372.64				1,372.64		
00000 000806	VICK, EDDIE T	ETV 122716	12/27/2016		4100-021500-1244-253-210	28.00	205992			Uniform Services	01434 UNIFORM	
DISC. TOTAL						28.00				28.00		
00000 001521	VML	VML 120216	12/02/2016		4100-021600-1235-261-210	25.00	205993			Advertising	01434 SUSSEX COUNTY	
DISC. TOTAL						25.00				25.00		
00000 999999	WARREN, DAVID	DW 1116	12/28/2016		4100-051500-1215-551-510	28.80	205994			Inmate Pay	01434 INMATE PAY	
DISC. TOTAL						28.80				28.80		
00000 000873	WASTE MANAGEMENT OF	316455724245	1/01/2017		4100-021600-1229-266-210	6,568.70	205995			Oth. Profess. Ser./Waste Mana	01434 ACCT# 103305252006	
DISC. TOTAL						6,568.70				6,568.70		

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
00000	000444	WAVERLY GLASS SHOP	11784	12/06/2016		4100-021600-1265-262-210	265.00	205996		Vehicle Maintenance & Repairs	01434	SUSSEX ENVR INSP
		DISC. TOTAL					.00					
00000	000444	WAVERLY VOL FIRE DEPT.		12/09/2016		4100-021500-2110-251-210-504	12,500.00	205997		State Fireman's Fund	01434	AID TO LCLTES 16/17
		DISC. TOTAL					.00					
00000	000832	SAM'S CLUB DIRECT	543	12/16/2016		4125-031700-5843-	43.52	205998		Drug Forf. Fund / Sheriff Sta	01434	ACCTH 0402188473177
00000	000832		7985	12/02/2016		4125-031700-5843-	43.52	205998		Drug Forf. Fund / Sheriff Sta	01434	ACCTH 0402188473177
00000	000832		7986	12/02/2016		4100-051500-1247-551-510	298.60	205998		Janitorial Supplies	01434	ACCTH 0402188473177
		DISC. TOTAL					.00					
		CHECK TOTAL					563,347.71					
		DISC. TOTAL					.00					
		TOTAL					563,347.71					

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.  
 THE TOTAL 563,347.71- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE 1/6/17  
 DATE 1/6/17  
 DIRECTOR OF FINANCE  
 DEBORAH DAVIS, CO. ADMIN  
 ONNIE L. WOODRUFF, TREAS.  
 VAE

P.O. 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
00000 000842	AMERIGAS-PETERSBURG	3059841941	12/31/2016		4100-021200-1279-221-210	332.35	206010		Propane Gas	01435 ACCT# 200109275
			332.35	ACH PMT TOTAL		.00			332.35	
00000 999999	ANDERSON, KEITH	KA 1216	1/05/2017		4100-051500-1215-551-510	24.30	206011		Inmate Pay	01435 INMATE PAY
			24.30	ACH PMT TOTAL		.00			24.30	
00000 001619	APPLIED LABORATORY SVCS	28191-11520	10/26/2016		4302-094400-8212-	1,645.00	206012		Renov/Repair Bldg/Phone Sys.	01435 SUSSEX COUNTY
			1,645.00	ACH PMT TOTAL		.00			1,645.00	
00000 000010	BANK OF SOUTHSIDE VA	2383 0117 01	12/16/2016		4100-011100-1203-111-110	350.00	206013		Workshops and Conferences	01435 #4053250002002383
			12/21/2016		4100-021100-1241-211-210	389.70	206013		Office Supplies	01435 # 4053250002002383
			12/21/2016		4100-021600-1241-261-210	64.95	206013		Office Supplies	01435 # 4053250002002383
			12/21/2016		4100-021200-1241-221-210	64.95	206013		Office Supplies	01435 # 4053250002002383
			12/22/2016		4100-041100-1241-411-410	122.76	206013		Office Supplies	01435 # 4053250002002383
			12/25/2016		4100-021400-1258-241-210	14.99	206013		Computer Software/Application	01435 # 4053250002002383
			12/29/2016		4100-031100-1258-311-310	115.50	206013		Computer Software/Application	01435 # 4053250002002383
			1/04/2017		4100-021600-1265-262-210	604.52	206013		Vehicle Maintenance & Repairs	01435 # 4053250002002383
			1/06/2017		4100-021600-1259-261-210	448.57	206013		Other Equipment Purchases	01435 # 4053250002002383
			1/08/2017		4100-021100-1292-211-210	15.41	206013		Bank/Credit Card Fees	01435 # 4053250002002383
			2,191.35	ACH PMT TOTAL		.00			2,191.35	
00000 001507	BARKSDALE OILS INC.	SUSSCTY 113016	11/30/2016		4100-021600-1264-261-210	329.66	206014		Gasoline/Mileage-Non Training	01435 ACCT# SUSSCTY
			11/30/2016		4100-021200-1264-221-210	415.34	206014		Gasoline/Mileage-Non Training	01435 ACCT# SUSSCTY
			11/30/2016		4100-021400-1264-242-210	121.99	206014		Gasoline/Mileage-Non Training	01435 ACCT# SUSSCTY
			11/30/2016		4100-021600-1264-262-210	537.33	206014		Gasoline/Mileage-Non Training	01435 ACCT# SUSSCTY
			11/30/2016		4100-021300-1264-231-210	45.02	206014		Gasoline/Mileage-Non Training	01435 ACCT# SUSSCTY
			11/30/2016		4100-021400-1264-241-210	46.47	206014		Gasoline/Mileage-Non Training	01435 ACCT# SUSSCTY
			11/30/2016		4100-021500-1264-253-210	91.49	206014		Gasoline/Mileage-Non Training	01435 ACCT# SUSSCTY
			11/30/2016		4100-051100-1264-512-510	6,330.28	206014		Gasoline/Mileage-Non Training	01435 ACCT# SUSSCTY
			11/30/2016		4105-071100-1264-711-710	71.16	206014		Gasoline	01435 ACCT# SUSSCTY
			7,988.74	ACH PMT TOTAL		.00			7,988.74	
00000 000271	BOBBY'S BODY & FRAM WORKS	BBFW 121617	12/16/2017		4100-021600-1265-262-210	90.00	206015		Vehicle Maintenance & Repairs	01435 SUSSEX ENVR INSP
			90.00	ACH PMT TOTAL		.00			90.00	
00000 001474	BURGESS, BRENDA	BB 122016	1/05/2017		4100-021400-1217-241-210	75.00	206016		Commission/Board Compensation	01435 PLANNING COMMISSION
			75.00	ACH PMT TOTAL		.00			75.00	
00000 001620	C.W.WARTHEN INC.	52834	11/15/2016		4100-062100-1241-621-620	2,278.00	206017		Office Supplies	01435 SUSSEX CIRCUIT COURT
			2,278.00	ACH PMT TOTAL		.00			2,278.00	
00000 001251	CABIN POINT VETERINARY	48842	12/14/2016		4100-021600-1227-261-210	117.00	206018		Medical Services	01435 ACCT# 1707
			12/22/2016		4100-021600-1227-261-210	60.00	206018		Medical Services	01435 ACCT# 1707
			12/23/2016		4100-021600-1227-261-210	126.00	206018		Medical Services	01435 ACCT# 1707
			12/29/2016		4100-021600-1227-261-210	14.00	206018		Medical Services	01435 ACCT# 1707
			317.00	ACH PMT TOTAL		.00			317.00	
00000 000728	CARQUEST OF WAKEFIELD	5484-103059	12/14/2016		4100-021600-1265-262-210	172.61	206019		Vehicle Maintenance & Repairs	01435 ACCT# 2836
			172.61	ACH PMT TOTAL		.00			172.61	
00000 001368	CAS SEVERN, INC.	3003643	12/30/2016		4100-021700-1255-271-210	3,638.00	206020		Maintenance Service Contract	01435 ACCT# SUSSEX COUNTY
			3,638.00	ACH PMT TOTAL		.00			3,638.00	

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH ACH	BATCH INV. DESCRIPTION
00000	001449	CONVERGENT TECHNOLOGIES	19458	12/09/2016		4302-094250-8212-	593.75	206021		New Radio System Cost 01435 SUSSEX COUNTY
00000	001449	CONVERGENT TECHNOLOGIES	19533	12/29/2016		4100-051100-1224-516-510	26.25	206021		Information System Services 01435 SUSSEX SHERIFF DEPT
00000	001449	CONVERGENT TECHNOLOGIES	19534	12/29/2016		4100-051100-1224-512-510	52.50	206021		Information System Services 01435 SUSSEX SHERIFF DEPT
00000	001449	CONVERGENT TECHNOLOGIES	19535	12/29/2016		4100-051100-1224-512-510	112.50	206021		Information System Services 01435 SUSSEX SHERIFF DEPT
		DISC. TOTAL				785.00				785.00
00000	000622	COUNTY OF GREENSVILLE	2056	1/03/2017		4100-061100-1214-611-610	2,216.98	206022		Comp Court Administrator 01435 ACCT# 65
		DISC. TOTAL				2,216.98				2,216.98
00000	000020	COWLING BROTHERS	59138	10/21/2016		4100-021600-1272-261-210	97.65	206023		Building Maintenance & Repair01435 ACCT# SC0006
00000	000020	COWLING BROTHERS	62353	12/01/2016		4100-021200-1275-221-210	180.75	206023		Maintenance Equipment Repair01435 ACCT# SC0006
00000	000020	COWLING BROTHERS	62377	12/01/2016		4100-021200-1272-221-210	19.85	206023		Building Maintenance & Repair01435 ACCT# SC0006
00000	000020	COWLING BROTHERS	62507	12/02/2016		4100-021200-1272-221-210	187.80	206023		Building Maintenance & Repair01435 ACCT# SC0006
00000	000020	COWLING BROTHERS	63168	12/13/2016		4100-021200-1272-221-210	224.81	206023		Building Maintenance & Repair01435 ACCT# SC0006
00000	000020	COWLING BROTHERS	63178	12/13/2016		4100-021200-1272-221-210	20.65	206023		Building Maintenance & Repair01435 ACCT# SC0006
00000	000020	COWLING BROTHERS	63366	12/15/2016		4100-021200-1272-221-210	9.70	206023		Building Maintenance & Repair01435 ACCT# SC0006
00000	000020	COWLING BROTHERS	64940	12/14/2016		4100-021200-1272-221-210	3.49	206023		Building Maintenance & Repair01435 ACCT# SC0006
		DISC. TOTAL				744.70				744.70
00000	000343	CRATER PLANNING DISTRICT	16-200-10.2	1/03/2017		4100-081800-2110-860-810	4,895.00	206024		Crater Planning District Comm01435 FY16/17 2ND HALF
		DISC. TOTAL				4,895.00				4,895.00
00000	000845	CROWN CASTLE GT COMPANY	20840457	1/01/2017		4100-021500-1252-253-210	1,200.00	206025		Equipment Lease/Rental 01435 ACCT# 106663
		DISC. TOTAL				1,200.00				1,200.00
00000	000871	CRYSTAL SPRINGS	10726073	12/31/2016		4100-021200-1277-221-210	4.64	206026		Water Services 01435 ACCT#508239010726073
		DISC. TOTAL				4.64				4.64
00000	001613	CUSTOM CLEANERS	1295	12/30/2016		4100-051100-1244-512-510	26.00	206027		Uniform Services 01435 SUSSEX SHERIFF DEPT
		DISC. TOTAL				26.00				26.00
00000	999999	CVFAA	RENEWAL FY17	12/17/2017		4100-021500-1201-253-210	20.00	206028		Organization Membership 01435 VICK, EDDIE T.
		DISC. TOTAL				20.00				20.00
00000	000193	DEPART OF MOTOR VEHICLES	16365722	12/30/2016		4100-051500-1245-551-510	140.00	206029		Law Enforcement Supplies 01435 ACCT#XXX-XX-1642
00000	000193	DEPART OF MOTOR VEHICLES	16365722	12/30/2016		4100-051100-1245-512-510	140.00	206029		Law Enforcement Supplies 01435 ACCT#XXX-XX-1642
00000	000193	DEPART OF MOTOR VEHICLES	2016365723	1/11/2017		4100-041100-1299-412-410	400.00	206029		Misc. Oth.-DMV Stops 01435 ACCT# 546001642019
		DISC. TOTAL				680.00				680.00
00000	000868	DISH NETWORK	80372704 0117	1/04/2017		4100-021500-1234-253-210	53.03	206030		Telecommunications 01435 #8255707080372704
		DISC. TOTAL				53.03				53.03
00000	000084	DOMINION VIRGINIA POWER	0482572328 1216	12/29/2016		4100-021600-1276-263-210	2,892.74	206031		Electric 01435 ACCT# 0482572328
00000	000084	DOMINION VIRGINIA POWER	0561293952 1216	12/30/2016		4100-021200-1276-221-210	6.59	206031		Electric 01435 ACCT# 0561293952
00000	000084	DOMINION VIRGINIA POWER	0963166285 0117	1/05/2017		4100-021200-1276-221-210	201.45	206031		Electric 01435 ACCT# 0963166285
00000	000084	DOMINION VIRGINIA POWER	1088433121 0117	1/03/2017		4100-021200-1276-221-210	76.52	206031		Electric 01435 ACCT# 1088433121
00000	000084	DOMINION VIRGINIA POWER	3500335009 0117	1/03/2017		4100-021200-1276-221-210	1,514.94	206031		Electric 01435 ACCT# 3500335009
00000	000084	DOMINION VIRGINIA POWER	3776508966 0117	1/04/2017		4100-021200-1276-221-210	6.59	206031		Electric 01435 ACCT# 3776508966
00000	000084	DOMINION VIRGINIA POWER	4723819456 0117	1/05/2017		4100-021200-1276-221-210	148.89	206031		Electric 01435 ACCT# 4723819456
00000	000084	DOMINION VIRGINIA POWER	5080737736 1216	12/29/2016		4100-021200-1276-221-210	188.59	206031		Electric 01435 ACCT# 5080737736
00000	000084	DOMINION VIRGINIA POWER	5690307508 1216	12/30/2016		4100-021500-1279-251-210	133.15	206031		Propane Gas & Electric 01435 ACCT# 5690307508

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
00000	000084		6300335004	12/30/2016		4100-021600-1276-266-210	53.17	206031		Electric	01435 ACCT# 6300335004
00000	000084		6860160149	1/03/2017		4100-021200-1276-221-210	853.18	206031		Electric	01435 ACCT# 6860160149
00000	000084		7190905005	1/03/2017		4100-021600-1276-263-210	309.65	206031		Electric	01435 ACCT# 7190905005
00000	000084		7378703693	12/30/2016		4100-021600-1276-266-210	55.12	206031		Electric	01435 ACCT# 7378703693
00000	000084		7860242267	1/03/2017		4100-021200-1276-221-210	276.81	206031		Electric	01435 ACCT# 7860242267
			CHECK TOTAL	6,717.39		.00 CPA PMT TOTAL	.00			TOTAL	6,717.39
00000	000084	DOMINION VIRGINIA POWER	9293060001	1/05/2017		4100-021600-1276-266-210	53.85	206032		Electric	01435 ACCT# 9293060001
00000	000084		9447701492	12/27/2016		4100-021200-1276-221-210	6.59	206032		Electric	01435 ACCT# 9447701492
00000	000084		9560347503	1/03/2017		4100-021200-1276-221-210	2,375.72	206032		Electric	01435 ACCT# 9560347503
00000	000084		9630317502	1/03/2017		4100-021200-1276-221-210	1,168.66	206032		Electric	01435 ACCT# 9630317502
00000	000084		9650330005	1/03/2017		4100-021200-1276-221-210	742.41	206032		Electric	01435 ACCT# 9650330005
00000	000084		9660330003	12/30/2016		4100-021200-1276-221-210	168.98	206032		Electric	01435 ACCT# 9660330003
00000	000084		9670342501	1/03/2017		4100-021200-1276-221-210	83.66	206032		Electric	01435 ACCT# 9670342501
			CHECK TOTAL	4,599.87		.00 CPA PMT TOTAL	.00			TOTAL	4,599.87
00000	001320	E & F ELEVATOR INSPECTION	21728	12/23/2016		4100-021200-1273-221-210	125.00	206033		Building Systems Main & Repair	01435 SUSSEX COUNTY
			CHECK TOTAL	125.00		.00 CPA PMT TOTAL	.00			TOTAL	125.00
00000	000123	EDMOND, J. LAFAYETTE	JE 122016	1/05/2017		4100-021400-1217-241-210	75.00	206034		Commission/Board Compensation	01435 PLANNING COMMISSION
			CHECK TOTAL	75.00		.00 CPA PMT TOTAL	.00			TOTAL	75.00
00000	000545	EEE CONSULTING, INC	12695	12/28/2016		4100-021600-1225-266-210	8,134.09	206035		Management Cons. /EEE Consul.	01435 PROJ# 16-107
			CHECK TOTAL	8,134.09		.00 CPA PMT TOTAL	.00			TOTAL	8,134.09
00000	001450	FEDERAL ENGINEERING INC	2016-4-6264	10/05/2016		4302-094250-8212-	1,800.00	206036		New Radio System Cost	01435 PROJ# PSMR-IMPL-TM
00000	001450		2017-1-6283	1/04/2017		4302-094250-8212-	5,850.00	206036		New Radio System Cost	01435 PROJ# PSMR-IMPL-TM
			CHECK TOTAL	7,650.00		.00 CPA PMT TOTAL	.00			TOTAL	7,650.00
00000	001451	FLOWERS FOODS	1189104730	12/19/2016		4100-051500-1246-551-510	86.40	206037		Food Supplies	01435 ACCT# 40351872
			CHECK TOTAL	86.40		.00 CPA PMT TOTAL	.00			TOTAL	86.40
00000	000152	GALLIS, LLC	006605616	12/12/2016		4100-051100-1244-512-510	145.00	206038		Uniform Services	01435 ACCT# 5417395
00000	000152		006631782	12/15/2016		4100-051100-1244-512-510	88.00	206038		Uniform Services	01435 ACCT# 5417395
00000	000152		006711748	12/29/2016		4100-051100-1244-512-510	84.95	206038		Uniform Services	01435 ACCT# 5417395
			CHECK TOTAL	317.95		.00 CPA PMT TOTAL	.00			TOTAL	317.95
00000	001540	GARY, JEFFERY	JG 122016	1/05/2017		4100-021400-1217-241-210	75.00	206039		Commission/Board Compensation	01435 PLANNING COMMISSION
			CHECK TOTAL	75.00		.00 CPA PMT TOTAL	.00			TOTAL	75.00
00000	001605	GLOBAL SIGNAL ACQUISITIONS	20895152	1/01/2017		4100-021500-1252-253-210	400.00	206040		Equipment Lease/Rental	01435 ACCT# 393860
			CHECK TOTAL	400.00		.00 CPA PMT TOTAL	.00			TOTAL	400.00
00000	001081	GREENE'S SERVICE CENTER,	53421	1/04/2017		4100-051100-1265-512-510	50.00	206041		Vehicle Maintenance & Repairs	01435 SUSSEX SHERIFF DEPT
			CHECK TOTAL	50.00		.00 CPA PMT TOTAL	.00			TOTAL	50.00
00000	000137	GRIFFIN, CHARLES F	BEASLEY 121316	12/13/2016		4100-051500-1293-551-510	320.00	206042		Inmate Medical Expenses	01435 BEASLEY GLENDA
00000	000137		KISER 120716	12/07/2016		4100-051500-1293-551-510	145.00	206042		Inmate Medical Expenses	01435 KISER, TORRY A, JR.
00000	000137		ROSS 120716	12/07/2016		4100-051500-1293-551-510	119.00	206042		Inmate Medical Expenses	01435 ROSS, DANTAVIOUS
			CHECK TOTAL	584.00		.00 CPA PMT TOTAL	.00			TOTAL	584.00

P.O. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	ACH TOTAL	ACH ACH PMT	BATCH INV. DESCRIPTION
00000 999999	HARRELL, DAVID	DH 1216	1/05/2017		4100-051500-1215-551-510	24.30	206043	24.30			01435 INMATE PAY
DISC. TOTAL		CHECK TOTAL			.00 CPA PMT TOTAL	.00	TOTAL	24.30			
00000 999999	JAMES, WENDELL	W0051742	1/06/2017		4100-061100-1213-611-610	119.35	206044	119.35			01435 MILEAGE
DISC. TOTAL		CHECK TOTAL			.00 CPA PMT TOTAL	.00	TOTAL	119.35			
00000 000049	JARRATT HARDWARE	A136877	12/01/2016		4100-021200-1272-221-210	9.98	206045	9.98			Building Maintenance & Repair01435 ACCT# 136
00000 000049		B251211	12/08/2016		4100-021200-1272-221-210	9.37	206045	9.37			Building Maintenance & Repair01435 ACCT# 136
00000 000049		B251556	12/14/2016		4100-021600-1247-261-210	117.03	206045	117.03			Janitorial Supplies 01435 ACCT# 136
00000 000049		B251568	12/14/2016		4100-021200-1272-221-210	8.79	206045	8.79			Building Maintenance & Repair01435 ACCT# 136
00000 000049		B251652	12/15/2016		4100-021600-1254-261-210	5.49	206045	5.49			Equipment Maintenance 01435 ACCT# 136
00000 000049		B251961	12/21/2016		4100-021200-1272-221-210	3.49	206045	3.49			Building Maintenance & Repair01435 ACCT# 136
DISC. TOTAL		CHECK TOTAL			.00 CPA PMT TOTAL	.00	TOTAL	154.15			
00000 001476	JOHNSON, RICHARD	RJ 122016	1/05/2017		4100-021400-1217-241-210	75.00	206046	75.00			Commission/Board Compensation01435 PLANNING COMMISSION
DISC. TOTAL		CHECK TOTAL			.00 CPA PMT TOTAL	.00	TOTAL	75.00			
00000 001477	KING, ROGER	RK 122016	1/05/2017		4100-021400-1217-241-210	75.00	206047	75.00			Commission/Board Compensation01435 PLANNING COMMISSION
DISC. TOTAL		CHECK TOTAL			.00 CPA PMT TOTAL	.00	TOTAL	75.00			
00000 001617	LEWIS GARAGE & TIRE	8939	11/30/2016		4100-021600-1265-261-210	683.02	206048	683.02			Vehicle Maintenance & Repairs01435 SUSSEX CO ANIMAL CT
DISC. TOTAL		CHECK TOTAL			.00 CPA PMT TOTAL	.00	TOTAL	683.02			
00000 001115	LIFESTAR AMBULANCE	EMP-122016EXTRA	12/22/2016		4100-021500-2110-252-210-524	5,184.00	206049	5,184.00			Emergency Med. SVC - Pd EMT. 01435 DECEMBER 2016
DISC. TOTAL		CHECK TOTAL			.00 CPA PMT TOTAL	.00	TOTAL	5,184.00			
00000 001092	MACE INCORPORATED	2017-1	1/01/2017		4100-021500-1254-253-210	10,500.00	206050	10,500.00			Equipment Maintenance 01435 SUSSEX COUNTY
DISC. TOTAL		CHECK TOTAL			.00 CPA PMT TOTAL	.00	TOTAL	10,500.00			
00000 001392	MASON, DENNIS	DM 122016	1/05/2017		4100-021400-1217-241-210	75.00	206051	75.00			Commission/Board Compensation01435 PLANNING COMMISSION
DISC. TOTAL		CHECK TOTAL			.00 CPA PMT TOTAL	.00	TOTAL	75.00			
00000 000309	MASSENBURG, TERRY	TM 122016	1/05/2017		4100-021400-1217-241-210	75.00	206052	75.00			Commission/Board Compensation01435 PLANNING COMMISSION
DISC. TOTAL		CHECK TOTAL			.00 CPA PMT TOTAL	.00	TOTAL	75.00			
00000 000947	MUNICIPAL EMERGENCY	IN1087591	12/09/2016		4100-021500-2110-251-210-504	6,251.00	206053	6,251.00			State Fireman's Fund 01435 ACCT# C36508
00000 000947		IN1088847	12/14/2016		4100-021500-2110-251-210-504	1,611.00	206053	1,611.00			State Fireman's Fund 01435 ACCT# C36508
00000 000947		IN1089382	12/15/2016		4100-021500-2110-251-210-504	805.50	206053	805.50			State Fireman's Fund 01435 ACCT# C36508
DISC. TOTAL		CHECK TOTAL			.00 CPA PMT TOTAL	.00	TOTAL	8,667.50			
00000 001174	OGBURN, JOHN	JBO 121916	12/19/2016		4100-051100-1205-512-510	30.63	206054	30.63			Meals 01435 MEALS
DISC. TOTAL		CHECK TOTAL			.00 CPA PMT TOTAL	.00	TOTAL	30.63			
00000 000056	OWEN FORD, INC	F0CS62545	12/15/2016		4100-021600-1265-261-210	84.73	206055	84.73			Vehicle Maintenance & Repairs01435 ACCT# 1492
00000 000056		12352	12/29/2016		4100-051100-1265-512-510	129.95	206055	129.95			Vehicle Maintenance & Repairs01435 ACCT# 1241
DISC. TOTAL		CHECK TOTAL			.00 CPA PMT TOTAL	.00	TOTAL	214.68			
00000 001187	OWEN PRINTING COMPANY	23220	12/19/2016		4100-021400-1233-241-210	93.48	206056	93.48			Printing 01435 SUSSEX PLANNING DEPT
DISC. TOTAL		CHECK TOTAL			.00 CPA PMT TOTAL	.00	TOTAL	93.48			
00000 000061	PRINCE GEORGE ELECTRIC	1413003200 1216	12/28/2016		4100-021600-1276-263-210	28.42	206057	28.42			Electric 01435 ACCT# 1413003200

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00000	000061		1423010000	12/16		4100-021600-1276-263-210	39.73	206057		Electric	01435 ACCT# 1423010000
00000	000061		1667000200	12/16		4100-021200-1276-221-210	14.77	206057		Electric	01435 ACCT# 1667000200
00000	000061		2006028100	01/17		4100-021200-1276-221-210	592.59	206057		Electric	01435 ACCT# 2006028100
			DISC. TOTAL				.00				
			CHECK TOTAL				675.51				
			ACH PMT TOTAL				.00				
			TOTAL				124.04				
00000	000059	PROGRESS INDEX	300585829	12/11/2016		4100-021100-1235-211-210	.00	206058		Advertising	01435 ACCT# 24532
			DISC. TOTAL				.00				
			CHECK TOTAL				124.04				
			ACH PMT TOTAL				.00				
			TOTAL				124.04				
00000	000618	QUILL CORPORATION	2991356	12/28/2016		4100-021100-1241-211-210	208.80	206059		Office Supplies	01435 ACCT# C3342634
			DISC. TOTAL				.00				
			CHECK TOTAL				208.80				
			ACH PMT TOTAL				.00				
			TOTAL				208.80				
00000	001438	RICHMOND TIMES DISPATCH	445607-1211	12/11/2016		4100-021100-1235-211-210	138.20	206060		Advertising	01435 ACCT# 3262535
			DISC. TOTAL				.00				
			CHECK TOTAL				138.20				
			ACH PMT TOTAL				.00				
			TOTAL				138.20				
00000	001131	SAFE AIR SYSTEMS	0079381	12/30/2016		4100-021500-1254-251-210	499.85	206061		Equipment Maintenance	01435 ACCT# 0000291
00000	001131		0079382	12/30/2016		4100-021500-1254-251-210	612.77	206061		Equipment Maintenance	01435 ACCT# 0000291
			DISC. TOTAL				.00				
			CHECK TOTAL				1,112.62				
			ACH PMT TOTAL				.00				
			TOTAL				1,112.62				
00000	001618	SHRED-IT USA, LLC	8121227215	11/15/2016		4100-061100-1229-612-510	1,270.00	206062		Other Professional Services	01435 ACCT# 15234347
00000	001618		8121227215	11/15/2016		4100-061100-1252-612-510	888.92	206062		Equipment Lease/Rental	01435 ACCT# 15234347
			DISC. TOTAL				.00				
			CHECK TOTAL				2,158.92				
			ACH PMT TOTAL				.00				
			TOTAL				2,158.92				
00000	001151	SMITH & KEENE	S-124349	12/15/2016		4100-021200-1273-221-210	89.00	206063		Building Systems Main & Repair	01435 SUSSEX CO HEALTH DEP
00000	001151		S-124798	12/28/2016		4100-021200-1273-221-210	750.00	206063		Building Systems Main & Repair	01435 SUSSEX CO HEALTH DEP
			DISC. TOTAL				.00				
			CHECK TOTAL				839.00				
			ACH PMT TOTAL				.00				
			TOTAL				839.00				
00000	000074	STAPLES CREDIT PLAN	FEES 12292016	12/29/2016		4100-021100-1292-211-210	22.92	206064		Bank/Credit Card Fees	01435 # 6035517812578820
00000	000074		1703678281	12/01/2016		4100-021100-1241-211-210	284.98	206064		Office Supplies	01435 #6035517812578820
00000	000074		1703678391	12/01/2016		4100-021100-1241-211-210	213.87	206064		Office Supplies	01435 # 6035517812578820
00000	000074		1703750781	12/01/2016		4100-021100-1241-211-210	114.94	206064		Office Supplies	01435 # 6035517812578820
00000	000074		1716087171	12/15/2016		4100-021400-1241-241-210	6.79	206064		Office Supplies	01435 # 6035517812578820
00000	000074		1716122641	12/15/2016		4100-021400-1241-241-210	24.99	206064		Office Supplies	01435 # 6035517812578820
00000	000074		1716540161	12/16/2016		4100-021400-1241-241-210	247.39	206064		Office Supplies	01435 # 6035517812578820
00000	000074		1718882421	12/20/2016		4100-021100-1241-211-210	86.29	206064		Office Supplies	01435 # 6035517812578820
00000	000074		1719344771	12/20/2016		4100-021400-1241-241-210	16.47	206064		Office Supplies	01435 # 6035517812578820
00000	000074		1720193861	12/21/2016		4100-021400-1241-241-210	37.72	206064		Office Supplies	01435 # 6035517812578820
00000	000074		1724540501	12/29/2016		4100-021100-1241-211-210	94.25	206064		Office Supplies	01435 # 6035517812578820
00000	000074		98088	12/20/2016		4100-021400-1241-241-210	76.97	206064		Office Supplies	01435 # 6035517812578820
			DISC. TOTAL				.00				
			CHECK TOTAL				1,194.64				
			ACH PMT TOTAL				.00				
			TOTAL				1,194.64				
00000	000139	STONY CREEK HEALTH CENTER	132392	12/29/2016		4100-051500-1293-551-510	45.00	206065		Inmate Medical Expenses	01435 JONES, PHILLIP
			DISC. TOTAL				.00				
			CHECK TOTAL				45.00				
			ACH PMT TOTAL				.00				
			TOTAL				45.00				
00000	000162	SUFFOLK ENERGIES INC	37567745	12/30/2016		4100-021200-1278-221-210	535.15	206066		Oil	01435 ACCT# 66740484
00000	000162		537566786	12/14/2016		4100-021200-1278-221-210	423.40	206066		Oil	01435 ACCT# 66740484
			DISC. TOTAL				.00				
			CHECK TOTAL				958.55				
			ACH PMT TOTAL				.00				
			TOTAL				958.55				
00000	000485	THOMSON WEST	6107502126	4/26/2016		4201-021800-6012-	108.12	206067		Books and Subscriptions	Sup01435 ACCT# 1000717371
00000	000485		6107921064	5/03/2016		4201-021800-6012-	34.95	206067		Books and Subscriptions	Sup01435 ACCT# 1000717371
00000	000485		6108576490	6/23/2016		4201-021800-6012-	34.95	206067		Books and Subscriptions	Sup01435 ACCT# 1000717371
00000	000485		6110209935	9/02/2016		4201-021800-6012-	34.95	206067		Books and Subscriptions	Sup01435 ACCT# 1000717371
			DISC. TOTAL				.00				
			CHECK TOTAL				212.97				
			ACH PMT TOTAL				.00				
			TOTAL				212.97				





P.O. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT	BATCH INV. DESCRIPTION
00000	000162 SUFFOLK ENERGIES INC	446159	12/30/2016		4100-051100-1264-512-510	82.28	206086		Gasoline/Mileage-Non Training01435 ACCT# 66740352	
	DISC. TOTAL	.00	82.28	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00			82.28	
00000	000087 VAN CLEEF AUTO PARTS INC	195596	12/01/2016		4100-021600-1259-261-210	13.74	206087		Other Equipment Purchases 01435 ACCT# 27430	
00000	000087	196048	12/15/2016		4100-021600-1259-261-210	44.97	206087		Other Equipment Purchases 01435 ACCT# 27430	
00000	000087	196048	12/15/2016		4100-021600-1265-261-210	23.38	206087		Vehicle Maintenance & Repairs01435 ACCT# 27430	
00000	000087	529252	12/30/2016		4100-021600-1259-261-210	11.80	206087		Other Equipment Purchases 01435 ACCT# 27430	
00000	000087	992742	11/03/2016		4100-021300-1265-231-210	668.10	206087		Vehicle Maintenance & Repairs01435 ACCT# 27430	
00000	000087	993989	11/01/2016		4100-021300-1265-231-210	70.73	206087		Vehicle Maintenance & Repairs01435 ACCT# 27430	
	DISC. TOTAL	.00	832.72	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00			832.72	
	CHECK TOTAL	.00	127,104.42	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00			127,104.42	
	CHECK TOTAL	.00	127,104.42	ACH PMT TOTAL	.00 CPA PMT TOTAL	.00			127,104.42	

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.  
 THE TOTAL 127,104.42- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE 1/20/17  
 DATE 1/20/17

DIRECTOR OF FINANCE  
 DEBORAH DAVIS, CO-ADMIN  
 ONNIE L. WOODRUFF, TREAS.



**ONNIE L. WOODRUFF  
TREASURER**

**TREASURER'S OFFICE  
SUSSEX COUNTY  
P.O. BOX 1399**

**Phone (434)246-1086 or  
(434)246-1087**

**TREASURER'S REPETITIVE WIRE TRANSFER  
MEMO**

Email U. S. Bank day of Wire  
karalee.herrin@usbank.com

Due Date: January 15, 2017

Value Date: January 11, 2017

Wire # 83 (VPSA ES12B)

Amount \$ 84,597.50 From BB&T Acct. 523 336 1781

Eighty Four Thousand Five Hundred Ninety Seven and 50/100----- Dollars

Please wire funds to: U. S. BANK  
777 E. WISCONSIN AVENUE  
MILWAUKEE, WI 53202-5300  
ABA 091000022  
USBANK WIRE CLRG  
AC 180120521620  
OBI: SCVAGOSBSR12  
RE 2012B VPSA BOND

Authorized by [Signature] Date: 12/30/16  
Authorized County Representative, Sussex County

Authorized by [Signature] Date: 12/29/16  
Onnie L. Woodruff, Treasurer, Sussex County

Wired By: DC Date 12/30/16 Time 10:16 Status Released



TREASURER'S OFFICE  
SUSSEX COUNTY  
P.O. BOX 1399

ANNIE L. WOODRUFF  
TREASURER

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

TREASURER'S REPETITIVE WIRE TRANSFER  
MEMO

Email U. S. Bank day of Wire  
karalee.herrin@usbank.com

Due Date: January 15, 2017

Value Date: January 11, 2017

Wire # 84 (VPSA HS99A)

Amount \$ 28,767.50 From BB&T Acct. 523 336 1781

Twenty Eight Thousand Seven Hundred Sixty Seven and 50/100-----Dollars

Please wire funds to: U. S. BANK  
777 E. WISCONSIN AVENUE  
MILWAUKEE, WI 53202-5300  
ABA 091000022  
USBANK WIRE CLRG  
AC 173103322074  
REF: D7031581  
OBI: TFM  
RE VPSA BOND SERIES 1999A

Authorized by Haym W. Williams Date: 12/30/16  
Authorized/County Representative, Sussex County

Authorized by Nesta G. Orr, Chief Deputy Date: 12/29/16  
Onnie L. Woodruff, Treasurer, Sussex County

Wired By: DE Date 12/30/16 Time 10:21 Status Released

# PAYROLL DEDUCTION CHECKS



CA - ded cks

P/O NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	BATCH
00000	000245	AFLAC	DC040170116170100	1/12/2017	100-000200-0100-	869.90	205999	00000
00000	000245		DC040170116170100	1/12/2017	105-000200-0100-	188.27	205999	00000
00000	000245		DC041170116170100	1/12/2017	100-000200-0100-	734.08	205999	00000
00000	000245		DC041170116170100	1/12/2017	105-000200-0100-	223.80	205999	00000
					CHECK TOTAL	2,016.05		
00000	000970	CARL M BATES, CHPT13 TRUS	DC062170116170100	1/12/2017	100-000200-0100-	606.00	206000	00000
00000	000970		DC062170116170100	1/12/2017	105-000200-0100-	667.50	206000	00000
					CHECK TOTAL	1,273.50		
00000	001397	LEGAL SHIELD	DC097170116170100	1/12/2017	100-000200-0100-	9.48	206001	00000
00000	001397		DC097170116170100	1/12/2017	105-000200-0100-	14.95	206001	00000
					CHECK TOTAL	24.43		
00000	001576	MICHAEL P. COTTER, TRUSTEE	DC109170116170100	1/12/2017	100-000200-0100-	200.00	206002	00000
					CHECK TOTAL	200.00		
00000	001021	MINNESOTA LIFE INS CO	DC200170116170100	1/12/2017	100-000200-0100-	286.73	206003	00000
00000	001021		DC200170116170100	1/12/2017	105-000200-0100-	113.76	206003	00000
					CHECK TOTAL	400.49		
00000	000872	NATIONWIDE RETIREMENT	DC090170116170100	1/12/2017	100-000200-0100-	1,548.75	206004	00000
00000	000872		DC090170116170100	1/12/2017	105-000200-0100-	68.45	206004	00000
					CHECK TOTAL	1,617.20		
00000	001560	SUZANNE E WADE, TRUSTEE	DC107170116170100	1/12/2017	105-000200-0100-	366.00	206005	00000
					CHECK TOTAL	366.00		
00000	000779	TREASURER OF SUSSEX CO.	DC001170116170100	1/12/2017	100-000200-0100-	27,418.50	206006	00000
00000	000779		DC001170116170100	1/12/2017	105-000200-0100-	7,108.50	206006	00000
00000	000779		DC002170116170100	1/12/2017	100-000200-0100-	626.00	206006	00000
00000	000779		DC003170116170100	1/12/2017	100-000200-0100-	914.00	206006	00000
00000	000779		DC004170116170100	1/12/2017	100-000200-0100-	769.50	206006	00000
00000	000779		DC006170116170100	1/12/2017	100-000200-0100-	527.50	206006	00000
00000	000779		DC009170116170100	1/12/2017	100-000200-0100-	914.00	206006	00000
00000	000779		DC012170116170100	1/12/2017	100-000200-0100-	769.50	206006	00000
00000	000779		DC067170116170100	1/12/2017	100-000200-0100-	44.95	206006	00000
					CHECK TOTAL	39,092.45		
00000	000247	TREASURER OF VIRGINIA	DC080170116170100	1/12/2017	100-000200-0100-	1,174.50	206007	00000
					CHECK TOTAL	1,174.50		
00000	000831	VACORP	DC035170116170100	1/12/2017	100-000200-0100-	52.19	206008	00000
00000	000831		DC035170116170100	1/12/2017	105-000200-0100-	54.40	206008	00000
					CHECK TOTAL	106.59		
00000	001027	VALIC RETIREMENT	DC091170116170100	1/12/2017	100-000200-0100-	40.00	206009	00000
					CHECK TOTAL	40.00		
					CLASS TOTAL	46,311.21		
					FINAL TOTAL	46,311.21		

*[Handwritten Signature]*  
 1/6/17  
*[Handwritten Signature]*  
 1/6/17  
 KBE

P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	CHECK NO.	NET AMOUNT	CHECK DESCRIPTION	BATCH
00000	000245	AFLAC	DC040170131170100	1/31/2017	100-000200-0100-	206088	869.90		00000
00000	000245		DC040170131170100	1/31/2017	105-000200-0100-	206088	188.27		00000
00000	000245		DC041170131170100	1/31/2017	100-000200-0100-	206088	734.08		00000
00000	000245		DC041170131170100	1/31/2017	105-000200-0100-	206088	223.80		00000
					CHECK TOTAL		2,016.05		
00000	000970	CARL M BATES, CHPT13 TRUS	DC062170131170100	1/31/2017	100-000200-0100-	206089	606.00		00000
00000	000970		DC062170131170100	1/31/2017	105-000200-0100-	206089	667.50		00000
					CHECK TOTAL		1,273.50		
00000	001397	LEGAL SHIELD	DC097170131170100	1/31/2017	100-000200-0100-	206090	9.48		00000
00000	001397		DC097170131170100	1/31/2017	105-000200-0100-	206090	14.95		00000
					CHECK TOTAL		24.43		
00000	001576	MICHAEL P. COTTER, TRUSTEE	DC109170131170100	1/31/2017	100-000200-0100-	206091	200.00		00000
					CHECK TOTAL		200.00		
00000	001021	MINNESOTA LIFE INS CO	DC200170131170100	1/31/2017	100-000200-0100-	206092	286.73		00000
00000	001021		DC200170131170100	1/31/2017	105-000200-0100-	206092	111.30		00000
					CHECK TOTAL		398.03		
00000	000872	NATIONWIDE RETIREMENT	DC090170131170100	1/31/2017	100-000200-0100-	206093	1,548.75		00000
00000	000872		DC090170131170100	1/31/2017	105-000200-0100-	206093	68.45		00000
					CHECK TOTAL		1,617.20		
00000	001560	SUZANNE E WADE, TRUSTEE	DC107170131170100	1/31/2017	105-000200-0100-	206094	366.00		00000
					CHECK TOTAL		366.00		
00000	000779	TREASURER OF SUSSEX CO.	DC001170131170100	1/31/2017	100-000200-0100-	206095	27,418.50		00000
00000	000779		DC001170131170100	1/31/2017	105-000200-0100-	206095	7,108.50		00000
00000	000779		DC002170131170100	1/31/2017	100-000200-0100-	206095	626.00		00000
00000	000779		DC004170131170100	1/31/2017	100-000200-0100-	206095	914.00		00000
00000	000779		DC006170131170100	1/31/2017	100-000200-0100-	206095	769.50		00000
00000	000779		DC009170131170100	1/31/2017	100-000200-0100-	206095	527.50		00000
00000	000779		DC012170131170100	1/31/2017	100-000200-0100-	206095	914.00		00000
					CHECK TOTAL		39,047.50		
00000	000247	TREASURER OF VIRGINIA	DC080170131170100	1/31/2017	100-000200-0100-	206096	1,174.50		00000
					CHECK TOTAL		1,174.50		
00000	000831	VACORP	DC035170131170100	1/31/2017	100-000200-0100-	206097	52.19		00000
00000	000831		DC035170131170100	1/31/2017	105-000200-0100-	206097	54.40		00000
					CHECK TOTAL		106.59		
00000	001027	VALIC RETIREMENT	DC091170131170100	1/31/2017	100-000200-0100-	206098	40.00		00000
					CHECK TOTAL		40.00		
					CLASS TOTAL		46,263.80		
					FINAL TOTAL		46,263.80-		

*Dg iford*  
*01-25-17*  
*Dustin Q. Cox*  
*1/25/17*

**BOARD ACTION FORM**

**Agenda Item:** Consent Agenda Item #2.03

**Subject:** Accept & Appropriate Funds: \$69.95 Animal Control

**Board Meeting Date:** February 16 2017

=====  
**Summary:** The Animal Control Department is requesting that the Board of Supervisors appropriates \$69.95 received from VACORP to cover the repair cost of 2008 Chevrolet Colorado (VIN#9195).

**Attachments (if any):** 12-30-16 Memo from VACORP, Copy of Check

=====  
**ACTION:** That the Board of Supervisors hereby accepts and appropriates \$69.95 received from VACORP to cover the repair cost of 2008 Chevrolet Colorado (VIN#9195) to the Animal Control's line item 21600-1265-261-210.

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Blowe	___	___	Seward	___	___
Fly	___	___	Stringfield	___	___
Futrell	___	___	Tyler	___	___

December 30, 2016

RECEIVED  
JAN - 6 2017  
ACCOUNTING DEPARTMENT  
SUSSEX COUNTY



**VACORP**

Sussex County  
Attn: Kelly Moore  
P.O. Box 1397  
Sussex, VA 23884

1315 Franklin Road, SW  
Roanoke, Virginia 24016  
540.345.8500  
toll free 888.822.6772  
fax 540.345.5330  
toll free 877.212.8599

Virginia Association of Counties Self-Insurance Risk Pool

Participant: Sussex County  
Claim Number: 1072016167005  
Date of Loss: 9/30/2015

Dear Mrs. Moore:

Enclosed please find a VACORP property damage check in the amount of \$69.95 to cover the repair cost to the 2008 Chevrolet Colorado. This amount was determined by the estimate from by Safelite AutoGlass for \$69.95.

If you should have any questions regarding this payment, please do not hesitate to contact our office.

Thank you,

A handwritten signature in black ink, appearing to be 'TC'.

Tom Capretta  
Claims Associate

Enclosure – Check & Estimate

FOR SECURITY FEATURES, THE FACE OF THIS DOCUMENT CONTAINS A TWO-TONED COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

FIRST CITIZENS BANK

VACORP CLAIMS  
1315 Franklin Road SW  
Roanoke, VA 24016-4607  
540-345-8500

68-183/514  
412

DATE	CHECK NO.
1/3/2017	240996
AMOUNT	
\$	**69.95**

PAY TO THE ORDER OF Sixty-Nine and 95/100 Dollars\*\*\*\*\*

Sussex County  
P.O Box 1397  
Sussex, VA 23884

*Steve L. Rawlings*

AUTHORIZED ACCOUNT SIGNER  
TWO SIGNATURES REQUIRED OVER \$30,000

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈ 240996 ⑈ ⑆05⑆40⑆18⑆36⑆00892485⑆1389⑈

REMITTANCE STATEMENT - PLEASE DETACH BEFORE DEPOSITING

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
Auto Comprehensive			Windshield repair	\$69.95	\$69.95

Claim Number: 1072016167005 Claimant: Roy Poole Payee: Sussex County  
Check Number: 240996 Total Check Amt: \$69.95 Event Date: 9/30/2016 Department: 107 Sussex Date of Check: 1/3/2017  
Memo: 167005

F A X T I C K E T - Y E A R A D  
 SUSSEX COUNTY  
 UNNIE L. WOODRUFF, TREASURER  
 UNNIE L. WOODRUFF, TREAS  
 P. O. BOX 1399  
 SUSSEX, VA 23884

Ticket #100003100001  
 Date : 1/18/2017

Dept # : INAD  
 ACR # :

INSURANCE ADJ - CLAIMS PAID  
 CLAIM#10/201616/003 POOLE  
 ON CHEVY COLORADO 9/30/16

Previous Principal  
 Balance \$ 69.95

VACUUM CLAIMS  
 1315 FRANKLIN ROAD SW  
 ROANOKE VA  
 24016

Penalty \$ .00  
 Interest \$ .00  
 \*Balance Due \$ .00

\* Penalty & Interest calculated through 2017/02.

(DUPLICATE)

**BOARD ACTION FORM**

**Agenda Item:** Consent Agenda Item #2.04

**Subject:** Accept & Appropriate Funds: \$222.23 Administration

**Board Meeting Date:** February 16 2017

=====  
**Summary:** The Administration Department is requesting that the Board of Supervisors appropriates \$222.23 received from XEROX to offset overages charged.

**Attachments (if any):** 02-16-17 Memo from Finance Department, Copy of Check

=====  
**ACTION:** That the Board of Supervisors hereby accepts and appropriates \$222.23 received from XEROX to offset overages charged to Administration’s line item 21100-1252-211-210.

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Blowe	___	___	Seward	___	___
Fly	___	___	Stringfield	___	___
Futrell	___	___	Tyler	___	___



**Board of Supervisors**

Keith C. Blowe, Chairman  
Susan B. Seward, Vice Chairman  
C. Eric Fly, Sr.  
Alfred G. Futrell  
John A. Stringfield  
Rufus E. Tyler

Post Office Box 1397  
20135 Princeton Road  
Sussex, Virginia 23884

Deborah A. Davis  
County Administrator  
[ddavis@sussexcountyva.gov](mailto:ddavis@sussexcountyva.gov)

Telephone: (434) 246-1000  
Facsimile: (434) 246-6013  
[www.sussexcountyva.gov](http://www.sussexcountyva.gov)

**Sussex County Board of Supervisors  
February 16, 2017**

**Item:** February 16, 2017

**Requested by:** Kelly Moore, Accounts Payable

**Summary:** The Finance Department is requesting that the Board of Supervisors restore the following funds received from XEROX (check attached) to the appropriate line item:

\$222.23 for overcharges to line item 21100-1252-211-210

**Recommendation:** **MOTION** Accept and appropriate the funds in the amount of \$222.23 from XEROX.

TO:

XEROX CORPORATION  
PO BOX 660501  
DALLAS  
75266-0501

000 210-4004

CUSTOMER NO.  
C-71839356-4  
CUSTOMER NAME  
COUNTY OF SUSSEX  
ACCOUNTS PAYABLE

430965310

RN1045084

PO BOX 1397  
SUSSEX

VA 23884

CRID: 2YB2

INVOICE NUMBER	INVOICE DATE	VOUCHER NUMBER	ORG	CUSTOMER P.O. NUMBER	NET AMOUNT
C87244811	12/02/16	43-01-11224	900	<b>COPY</b>	66805CR
087244811	12/02/16	43-01-11225	900		89028
	CHECK	TOTAL			22223

CREDIT REFUND

THIS IS WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

XEROX CORPORATION U.S.A.  
ROCHESTER, NEW YORK 14623

JPMorgan Chase Bank, N.A.  
Syracuse, NY

NO. 430965310

50-937/213

PAY TO THE ORDER OF

COUNTY OF SUSSEX  
ACCOUNTS PAYABLE

DATE

01/20/17

CHECK AMOUNT

\$222.23

PO BOX 1397  
SUSSEX

VA 23884

XEROX CORPORATION

*Leslie Flax*  
Treasurer

Customer No. C-71839356-4



XEROX CORPORATION  
 PO BOX 660502  
 DALLAS TX  
 75266-0502  
 WWW.XEROX.COM/MYACCT

THE EASY WAY  
 TO ORDER SUPPLIES  
 CALL OUR TOLL  
 FREE NUMBER  
 1-800-822-2200

Purchase Order Number  
 Special Reference  
 VVI00000X-000  
 Contract Number

Telephone 888-435-6333  
 Please Direct Inquiries To:   
 Ship To/Installed At:

NET 30 DAYS  
 Terms Of Payment

COUNTY OF SUSSEX  
 COUNTY ADMINISTRATOR  
 OFFICE  
 20135 PRINCETON RD  
 SUSSEX VA  
 23884

Bill To:  
 COUNTY OF SUSSEX  
 ACCOUNTS PAYABLE  
 PO BOX 1397  
 SUSSEX VA  
 23884

08-04-16  
 Invoice Date  
 085746087  
 Invoice Number  
 718393564  
 Customer Number

W7556P WC7556P PRINTER SER.# XKP-540229  
 CPC TERM LEASE COMBINED

			AMOUNT
METER USAGE	05-25-16 TO 07-01-16		
METER 1	403109 416284	13175 .006900	90.91CR
METER 2	208274 231335	23061 .069600	1,605.05CR
		SUB TOTAL	1,695.96CR
		TOTAL	1,695.96CR

CREDIT TO REVERSE THE METER  
 CHARGE ON INVOICE 085328931 DUE  
 TO INCORRECT METER READ  
 30199330 160803

XEROX FEDERAL IDENTIFICATION #16-0468020

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At  
 COUNTY OF SUSSEX  
 COUNTY ADMINISTRATOR  
 OFFICE  
 20135 PRINCETON RD  
 SUSSEX VA  
 23884

Bill To  
 COUNTY OF SUSSEX  
 ACCOUNTS PAYABLE  
 PO BOX 1397  
 SUSSEX VA  
 23884

When Paying By Mail  
 Send Payment To:  
 XEROX CORPORATION  
 P.O. BOX 827598  
 PHILADELPHIA, PA  
 19182-7598

Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

06-603-1212 4 718393564 085746087 08-04-16 DO NOT PAY CREDIT \$1,695.96CR  
 RR001270 C 000000-0 PX199330 VVI99  
 03 6R2B R2UB W \*\*G1\*\* 2TC5 2 015 62

Customer Information

Invoice

Payment

DUPLICATE INVOICE



XEROX CORPORATION  
 PO BOX 660502  
 DALLAS TX  
 75266-0502  
 WWW.XEROX.COM/MYACCT

THE EASY WAY  
 TO ORDER SUPPLIES  
 CALL OUR TOLL  
 FREE NUMBER  
 1-800-822-2200

Purchase Order Number

Special Reference

VVI00000X-000  
 Contract Number

NET 30 DAYS

Terms Of Payment

Telephone 888-435-6333  
 Please Direct Inquiries To:   
 Ship To/Installed At:

Bill To:

COUNTY OF SUSSEX  
 COUNTY ADMINISTRATOR  
 OFFICE  
 20135 PRINCETON RD  
 SUSSEX VA  
 23884

COUNTY OF SUSSEX  
 ACCOUNTS PAYABLE  
 PO BOX 1397  
 SUSSEX VA  
 23884

08-04-16  
 Invoice Date  
 085746088  
 Invoice Number  
 718393564  
 Customer Number

W7556P WC7556P PRINTER SER.# XKP-540229  
 CPC TERM LEASE COMBINED

				AMOUNT
METER USAGE	05-25-16 TO 07-01-16			
METER 1	403109 415803	12694	.006900	87.59
METER 2	208274 214999	6725	.069600	468.06
		SUB TOTAL		555.65
		TOTAL		555.65

DEBIT TO REBILL THE METER CHARGE  
 ON INVOICE 085328931 DUE TO  
 INCORRECT METER READ  
 30199330 160803

Customer Information

Invoice

DUPLICATE INVOICE

XEROX FEDERAL IDENTIFICATION #16-0468020

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At  
 COUNTY OF SUSSEX  
 COUNTY ADMINISTRATOR  
 OFFICE  
 20135 PRINCETON RD  
 SUSSEX VA  
 23884

Bill To  
 COUNTY OF SUSSEX  
 ACCOUNTS PAYABLE  
 PO BOX 1397  
 SUSSEX VA  
 23884

When Paying By Mail  
 Send Payment To:  
 XEROX CORPORATION  
 P.O. BOX 827598  
 PHILADELPHIA, PA  
 19182-7598

Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount

PLEASE PAY THIS AMOUNT \$555.65  
 06-603-1212 4 718393564 085746088 08-04-16  
 RR001271 C 000000-0 PX199330 VVI99  
 03 6R2B R2UB W \*\*G1\*\* 2TC5 2 015 62

Payment

202100008070060 0857460880 0300555657 271839356482



XEROX CORPORATION  
 PO BOX 660502  
 DALLAS TX  
 75266-0502  
 WWW.XEROX.COM/MYACCT

THE EASY WAY  
 TO ORDER SUPPLIES  
 CALL OUR TOLL  
 FREE NUMBER  
 1-800-822-2200

Purchase Order Number  
 Special Reference  
 VVI00000X-000  
 Contract Number

Telephone 888-435-6333  
 Please Direct Inquiries To:   
 Ship To/Installed At:

NET 30 DAYS  
 Terms Of Payment

Bill To:

COUNTY OF SUSSEX  
 COUNTY ADMINISTRATOR  
 OFFICE  
 20135 PRINCETON RD  
 SUSSEX VA  
 23884

COUNTY OF SUSSEX  
 ACCOUNTS PAYABLE  
 PO BOX 1397  
 SUSSEX VA  
 23884

08-04-16  
 Invoice Date  
 085746089  
 Invoice Number  
 718393564  
 Customer Number

W7556P WC7556P PRINTER SER.# XKP-540229

Customer Information

Invoice

	AMOUNT		
BASE CHARGE	JULY		609.39
METER USAGE	METER READ	METER READ	NET COPIES
	07-01-16 TO	07-21-16	
TOTAL BLACK	415803	422855	7052
TOTAL COLOR	214999	218735	3736
METER CHARGES			
TOTAL BLACK	7052		
BLACK BILLABLE PRINTS	7052	.006900	48.66
TOTAL COLOR	3736		
COLOR BILLABLE PRINTS	3736	.069600	260.03
NET PRINT CHARGE			308.69
PROFESSIONAL FIN	SER.# PROFNLFN		INCL
SCAN-PC DTOP-SE-25	SER.# SCNPRO25		INCL
CONVEN STAPLER KIT	SER.# STAPLERKT		INCL
HIGH CAP TANDEM TR	SER.# TNDMTRAY		INCL
	SUB TOTAL		918.08
	TOTAL		918.08

\*\* ALLOWANCE PRORATED FOR 020 DAYS  
 INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT  
 THIS AGREEMENT INCLUDES EQUIPMENT, MAINTENANCE AND SUPPLY CHARGES  
 TOTAL OF INVOICE MAY VARY ACCORDING TO METER USAGE BILLED

XEROX FEDERAL IDENTIFICATION #16-0468020

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At  
 COUNTY OF SUSSEX  
 COUNTY ADMINISTRATOR  
 OFFICE  
 20135 PRINCETON RD  
 SUSSEX VA  
 23884

Bill To  
 COUNTY OF SUSSEX  
 ACCOUNTS PAYABLE  
 PO BOX 1397  
 SUSSEX VA  
 23884

When Paying By Mail  
 Send Payment To:  
 XEROX CORPORATION  
 P.O. BOX 827598  
 PHILADELPHIA, PA  
 19182-7598

Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

Invoice Amount  
 PLEASE PAY THIS AMOUNT \$918.08  
 VVI99

06-603-1212 4 718393564 085746089 08-04-16 THIS AMOUNT  
 RR001272 C 060112  
 03 6R2B R2UB W U7320 2TC5 2 115

DUPLICATE INVOICE

Payment

**BOARD ACTION FORM**

**Agenda Item:** Resolutions #3.01

**Subject:** Resolution Recognizing Sussex Central Tigers School Football Team

**Board Meeting Date:** February 16 2017

=====  
**Summary:** The Tiger Football Team finished the year as the 1A State Runner-Up. Staff has been asked to prepare a resolution recognizing the Sussex Central High School Football Team for their accomplishment.

**Attachments (if any):** N/A  
=====

**ACTION:** That the Board authorizes staff to prepare resolution recognizing Sussex Central High School Football Team for finishing the year as the 1A State Runner-Up

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Blowe	___	___	Seward	___	___
Fly	___	___	Stringfield	___	___
Futrell	___	___	Tyler	___	___

**BOARD ACTION FORM**

**Agenda Item:** Resolutions #3.02

**Subject:** Recognition of New Employees

**Board Meeting Date:** February 16 2017

=====  
**Summary:** On Monday, February 13, 2017, Sussex County welcomed two (2) new employees. Mr. Millard "Pete" Stith returned to the County as the Interim Deputy County Administrator. Mr. Dean Simmons came aboard as the County's new Building Official.

**Attachments (if any):** N/A

=====  
**ACTION:** N/A

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b><u>Member</u></b>	<b><u>Aye</u></b>	<b><u>Nay</u></b>	<b><u>Member</u></b>	<b><u>Aye</u></b>	<b><u>Nay</u></b>
Blowe	___	___	Seward	___	___
Fly	___	___	Stringfield	___	___
Futrell	___	___	Tyler	___	___

**BOARD ACTION FORM**

**Agenda Item:** Appointments #5.01

**Subject:** Appointment to the Blackwater Regional Library Board of Trustee

**Board Meeting Date:** February 16 2017

=====

**Summary:** County Administration received notification from Blackwater Regional Library Director, Ms. Jenny Bailey, that Ms. Judy Marks' term on the library's Board of Trustees as the Sussex County member will expire June 30, 2017. Staff contacted Ms. Marks. She does not wish to be reappointed.

Staff was advised that in selecting a new member, the Board should inform the candidate that the Board of Trustees meets nine (9) times a year on the third Wednesday of each month at 3:00 p.m. The meetings usually last approximately two (2) hours. The location of the meetings rotates around the nine (9) branches.

The new member will also be asked to serve on a committee which will meet outside the normal board meeting to discuss business matters. Serving on this committee could mean an additional one (1) or two (2) hours per month.

**Attachments (if any):** Copy of Ms. Jenny Bailey's, Library Director, Letter, dated January 23, 2017  
Copy of Ms. Marks' Declination Letter

=====

**ACTION:** That the Board appoints a new trustee for Sussex County to serve on the Blackwater Regional Library Board of Trustees with a term beginning July 1, 2017 and expiring June 30, 2021 at its March 16, 2017 meeting.

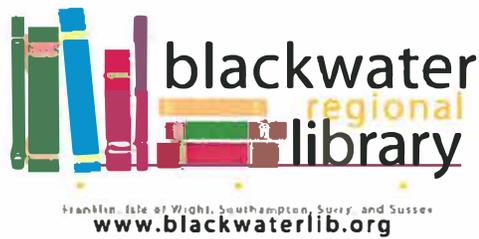
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MOTION BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Blowe	___	___
Fly	___	___
Futrell	___	___

<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Seward	___	___
Stringfield	___	___
Tyler	___	___



RECEIVED

JAN 27 2017

SUSSEX COUNTY  
ADMINISTRATION

Mr. Vandy Jones  
Sussex County Interim Administrator  
P.O. Box 1397  
Sussex, VA 23884

January 23, 2017

Re: Board Appointment

Dear Mr. Jones,

Sussex County member of the Blackwater Regional Library Board of Trustees, Ms. Judy Marks, will reach the end of her term on June 30, 2017. Ms. Marks has served one full term on the Board and we appreciate her efforts on behalf of the Library.

We respectfully request you appoint a new trustee to serve on our board. This will be a new appointee for a term of four years, expiring on June 30, 2021.

Please make sure the "new member" is aware that the Board of Trustees meets nine times a year on the third Wednesday of each month at 3:00. The meeting usually lasts for approximately two hours. The location rotates around the nine branches of the library system. Trustees are also asked to be a member of a committee and these committees usually meet outside of the normal board meeting to discuss business matters in order to expedite regular board meeting time. This could mean a commitment of an additional one to two hours per month.

We appreciate your attention to this matter. Thank you for your continued support of the library and its programs.

Very Best Regards,

A handwritten signature in black ink that reads 'Jenny Q. Bailey'. The signature is written in a cursive style.

Jenny Bailey  
Library Director  
757-653-0298 ext. 303  
[jbailey@blackwaterlib.org](mailto:jbailey@blackwaterlib.org)

22511 Main Street. Courtland, Virginia 23837  
[www.blackwaterlib.org](http://www.blackwaterlib.org)



**Board of Supervisors**

Susan B. Seward, Chairperson  
Keith C. Blowe., Vice Chairman  
C. Eric Fly, Sr.  
Alfred G. Futrell  
John A. Stringfield  
Rufus E. Tyler, Sr.

Post Office Box 1397  
20135 Princeton Road  
Sussex, Virginia 23884

Vandy V. Jones, III  
Interim County Administrator  
[vjones@sussexcountyva.gov](mailto:vjones@sussexcountyva.gov)

Telephone: (434) 246-1000  
Facsimile: (434) 246-6013  
[www.sussexcountyva.gov](http://www.sussexcountyva.gov)

February 2, 2017

Ms. Judy Marks  
13180 Halifax Road  
Post Office Box 212  
Stony Creek, Virginia 23882

Re: Blackwater Regional Library Board of Directors

Dear Ms. Marks:

Our records indicate that your appointment to the Blackwater Regional Library Board of Directors will expire June 30, 2017. So that we may have adequate documentation, this correspondence is being forwarded to you to ask whether or not you would like to be reappointed.

Please complete the area below and return in the self-addressed, stamped envelope by March 3, 2017. You may retain a copy for your records.

Sincerely,

Shilton R. Butts  
Assistant to County Administrator/  
Deputy Clerk to the Board

=====

I wish to be reappointed to the Blackwater Regional Library Board of Directors.

I do not wish to be reappointed to the Blackwater Regional Library Board of Directors.

Signature:  Date: 2/3/2017

**BOARD ACTION FORM**

**Agenda Item:** Appointments #5.02

**Subject:** Appointment to the Sussex Service Authority Board of Directors

**Board Meeting Date:** February 16 2017

=====

**Summary:** The Board was notified at the January 19, 2017 meeting, that the At-Large Alternate position on the Sussex Service Authority Board of Directors was vacant. This position runs concurrent with the At-Large position and will expire December 31, 2019. The appointment is not district specific; however, elected officials cannot serve in this capacity.

**Attachments (if any):** N/A

=====

**ACTION:** That the Board appoints a resident to the At-Large Alternate position on the Sussex Service Authority Board of Directors with a term ending December 31, 2019.

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Blowe	___	___	Seward	___	___
Fly	___	___	Stringfield	___	___
Futrell	___	___	Tyler	___	___

**BOARD ACTION FORM**

**Agenda Item:** Appointments #5.03

**Subject:** Appointment to the Industrial Development Authority Board of Directors

**Board Meeting Date:** February 16 2017

=====  
**Summary:** The County Administration Office received Mr. Eugene Brittle’s letter of resignation from the Industrial Development Authority Board of Directors in January 2017. Mr. Brittle’s term was due to expire May 15, 2019.

**Attachments (if any):** N/A

=====  
**ACTION:** That the Board appoints a member to the Industrial Development Authority Board of Directors for an unexpired term ending May 15, 2019 at its March 16, 2017 meeting.

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Blowe	___	___	Seward	___	___
Fly	___	___	Stringfield	___	___
Futrell	___	___	Tyler	___	___

**BOARD ACTION FORM**

**Agenda Item:** Action Item #6.01

**Subject:** Leases for Solar Farm – 510nano

**Board Meeting Date:** February 16 2017

=====  
**Summary:** At the December 15, 2016 Public Hearing of the Board of Supervisors meeting, staff was asked to continue negotiations on the lease for the former Gin Hill (located on Brigg’s Road and designated as Tax Parcel No. 106-A-12) and the former Robinson Road Landfill (located on Robinson Road and designated as Tax Parcel Nos. 91-A-12 and 91-A-11A). Staff is to provide recommendation for final approval to the Board.

**Attachments (if any):** Copy of Site Lease for Gin Hill Solar LLC  
Copy of Site Lease for Sussex Solar LLC

=====

**ACTION:** That the Board authorizes interim county administrator to execute site leases for Gin Hill Solar, LLC (located on Brigg’s Road and designated as Tax Parcel No. 106-A-12) and Sussex Solar, LLC Landfill (located on Robinson Road and designated as Tax Parcel Nos. 91-A-12 and 91-A-11A).

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b><u>Member</u></b>	<b><u>Aye</u></b>	<b><u>Nay</u></b>	<b><u>Member</u></b>	<b><u>Aye</u></b>	<b><u>Nay</u></b>
Blowe	___	___	Seward	___	___
Fly	___	___	Stringfield	___	___
Futrell	___	___	Tyler	___	___

## SITE LEASE – GIN HILL SOLAR LLC

This Site Lease (“Lease”), dated as of February \_\_\_, 2017 (“Effective Date”), is entered into by and between the Sussex County VA, [a Virginia county] (“Lessor”), and Gin Hill Solar LLC, [a Virginia based limited liability company] (“Lessee”) (each a “Party” and collectively, the “Parties”).

### WITNESSETH:

A. Lessee desires to design, permit, construct, operate and maintain a solar energy system that will generate electric power (the “EES”) on a portion of entire property owned or leased by Lessor, more particularly identified on Exhibit A hereto, and commonly known by the address of Dillard Road, Sussex County, VA 23882 (36.892, -77.394) (the “Property”).

B. Lessor is willing to lease said portion of the Property (hereinafter defined as the Premises) to Lessee and to grant to Lessee certain appurtenant rights, all on the terms and conditions of this Lease, to enable Lessee to design, permit, construct, operate and maintain the EES on the Premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

**1. Lease of Premises.** Lessor hereby leases exclusively to Lessee, and Lessee hereby leases from Lessor pursuant to the terms of this Lease, that portion of the Property containing up to 50 total acres and more particularly identified as having tax ID 106-A-12, and on Exhibit A (the “Premises”), for the purpose of designing, permitting, constructing, operating and maintaining the EES. In addition, Lessor grants to Lessee the appurtenant rights of ingress to and egress from the Premises as provided in Paragraph 6 hereof and the right to use, extract and generate electricity on and adjacent to the Premises.

**2. Term.**

(a) Initial Term. The initial term of this Lease (the “Initial Term”) shall commence on the Effective Date and shall expire (subject to extension as hereinafter provided) on the earlier of (i) the commencement of the PPA Term, and (ii) the termination of the Initial Term in accordance with this Paragraph 2(a). The Initial Term shall be for an initial period expiring one (1) year from the Effective Date. Lessee shall have the unilateral right to extend the Initial Term automatically (upon 60 days’ written notice) for up to two additional one (1) year terms, provided that with respect to each such extension Lessee demonstrates, prior to the commencement of the extension periods, reasonable progress towards development of the EES. Documentation of reasonable progress shall be provided to the Lessor with each notice of renewal. If Lessee cannot demonstrate reasonable progress, Lessor may terminate this lease by sending written notice to Lessee prior to the end of the then-current term. Lessee shall have the right to take steps to demonstrate such progress prior to the end of the then-current term, in which case the lease shall be renewed. Lessee shall have the

unilateral right to terminate this Lease at any time during the Initial Term (as the same may be extended in accordance with this Paragraph), without penalty, upon written notice to Lessor.

(b) PPA Term. The PPA Term (or equivalent) of this Lease (the “PPA Term”) shall commence 90 days from Initial Energy Delivery Date (“IEDD”) or equivalent and shall expire on the date that is one hundred twenty (120) days after the expiration or termination of the power purchase or similar agreement, (the “PPA”), provided, however, the PPA shall not exceed a term of twenty (20) years plus any time required for removal of the EES without the prior consent of Lessor. Within one hundred twenty (120) days after any such expiration or termination of the PPA, Lessee, at its sole cost and expense, shall remove the EES. In connection with such removal, Lessor shall continue to provide Lessee (and its employees and contractors) with access to the Premises beyond the 20 year period. Lessee shall confirm the PPA Term to Lessor in writing promptly following satisfaction or waiver of the foregoing conditions. As used herein, “Term” shall refer to the Initial Term and the PPA Term. Lessee shall also have the right, upon written notice to the Lessor, to terminate the Lease at any time upon Lessee’s determination that the energy from the EES can no longer be sold at a commercially reasonable price as determined by Lessee in its sole discretion; *provided*, that if Lessee so terminates pursuant to this clause after the occurrence of the Rent Commencement Date, then such termination shall be effective as of the date that Lessee pays to Lessor a termination fee equal to the unpaid balance of the total Rent that would otherwise be due for the twelve (12) months following the giving of notice hereunder.

(c) Renewal. At the conclusion of the PPA Term, if the energy from the EES can still be sold at a reasonable price as determined by Lessee in its sole discretion, Lessee shall have the right to notify Lessor, upon not less than one hundred twenty (120) days written notice prior to the expiration of the PPA Term, that Lessee elects to renew this Lease for an additional ten (10) year period (the “Extension Period”).

**3. Rent.** Commencing on the date that is Ninety (90) days following the Lessee’s receiving all zoning approvals by the Sussex County Government required for the operation of the EES, and continuing until expiration or termination of the PPA Term, and any renewal period and any period needed to remove the EES, Lessee shall pay Lessor rent equal to \$700 USD per installed acre, per year (“Rent”) with an escalation of 2.5% every five years. Lessor hereby acknowledges that the total amount of installed acreage (“Installed Acreage”) will be determined by the as-built plan set. Pending determination of Installed Acreage, rent shall be paid on the full fifty (50) acres of the Property. Once the Installed Acreage has been determined, rent calculations shall be based on actual Installed Acreage and will be rounded to the nearest whole acre. Rent shall be paid quarterly, in arrears, based on estimated payments of  $\frac{1}{4}$  of the annual Rent, on the first day of the calendar month following the expiration of the quarterly period. Partial months shall be included for purposes of determining quarterly payments. To the extent that rent paid by Lessee prior to the determination of the Installed Acreage exceeds the amount that Lessee would have had to pay in rent for the Installed Acreage alone, then Lessee shall be given a credit in the amount of the excess paid. Said credit shall be applied against future rent due. To the extent that rent paid by Lessee prior to the determination of the Installed Acreage was less than the amount Lessee would have had to pay in rent for the Installed Acreage alone, then Lessee shall pay the difference to Lessor in equal installments of \$100 per quarter on top of regular rent due.

Lessee agrees to begin work to receive all necessary zoning approvals beginning no later than thirty (30) days after the Effective Date of this lease and agrees to diligently pursue such approvals in good faith and without delay. Lessor agrees that, in its capacity as owner or lessee of the Property, and to the extent necessary or required, it shall cooperate with Lessee in its efforts to obtain zoning approvals and permits and further agrees that it shall process all applications for zoning approvals and permits in good faith in accordance with established procedures. The parties recognize that approvals by the agencies of the County of Sussex are subject to the rules, regulations and laws applicable to Lessee's project, however, if the required zoning approvals are not obtained within twelve (12) months of the Effective Date of this lease, Lessor may terminate the lease upon thirty (30) days' notice to Lessee.

In addition to the rent payments set out herein, Lessee will reimburse Lessor for the reasonable direct costs Lessor will incur required by law and regulation in order to modify its permits with the Department of Environmental Quality to accommodate Lessee's use of the Property and to ensure Lessor's continued compliance with the applicable Virginia solid waste management regulations. Lessor will contract with an appropriate engineering firm and other businesses that are required or useful to accomplish these tasks and will notify the Lessee in writing of all anticipated, reasonable, costs. Lessor will forward evidence of its payments to the engineering and other firms upon receipt. Lessee will pay the Lessor such payments within thirty (30) days of receipt. The payments will be treated as additional rent payments.

#### **4. EES Construction, Installation and Operation.**

(a) Consent Generally. Lessor hereby consents to the construction of the EES by Lessee on the Premises, including, without limitation, solar panels, solar thermal panels and related equipment (if applicable), support structure(s) (if applicable), solar panel mounting, racking, substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnection equipment. The EES shall be constructed in accordance with a plot plan prepared by Lessee and submitted to Lessor that shows the location, Installed Acreage to be developed, lay out and principal ancillary improvements to be constructed by Lessee as part of the EES (said plan, as revised in accordance with this Paragraph 4(a), is referred to as the "Plot Plan Document"). Lessee shall submit the Plot Plan Document to Lessor within the first six (6) months of the Initial Term, or such other time frame as Lessor and Lessee may hereafter agree. Lessee may revise the Plot Plan Document so long as the solar array is maintained within the Premises at any time prior to the commencement of the PPA Term.

The EES and its constituent parts, together with any and all improvements or other features constructed on, or personal property installed or placed on the Premises by or for Lessee, including without limitation, machinery, fixtures, trade fixtures, equipment, racking, inverters, cables, solar panels and other personal property (collectively, "**Lessee's Property**") are personal property within the meaning of Title 8.9A, Code of Virginia regardless of the manner of attachment to the Premises. Lessee's Property is and shall at all times during the Term be deemed to be the property of Lessee (subject to any Transfer in accordance with Section\_12, to be removed at Lessee's expense upon the expiration or earlier termination of the Term in accordance with Section 2(b)). The creation, attachment and perfection of security interests in Lessee's Property shall be governed

exclusively by Title 8.9A, Code of Virginia. For the avoidance of doubt and without limiting the foregoing, Lessor hereby waives all rights to levy, distraint, possession or Lessor's lien against Lessee's Property, if any, and shall not cause the creation of, or attachment to, Lessee's Property of any liens (including mechanics' and judgment liens) or other encumbrances. For the avoidance of doubt, Lessor is not responsible for payment of any Taxes assessed on Lessee's Property.

(b) Consent to Appurtenant Rights. Lessee also shall also have the right from time to time during the term hereof: (i) to install and operate the EES on the Premises; (ii) to maintain, clean, repair, replace and dispose of part or all of the EES; (iii) to add or remove the EES or any part thereof; and (iv) to perform all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities permitted in this Lease or to carry out Lessee's obligations under the PPA. During the course of construction and installation of the EES, and during any period of maintenance and repair, Lessee and its contractors shall have the right to utilize electrical power generators on-site and fuel to operate the same.

## **5. Insurance and Indemnification.**

(a) Insurance. Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease a policy of Commercial General Liability insurance utilizing an Insurance Services Office standard form with Broad Form General Liability Endorsement, or equivalent, on an occurrence basis, in an amount not less than \$1,000,000.00 combined single limit per occurrence/aggregate of bodily injury and property damage, and shall insure Lessee and Lessor against liability arising out of the use and occupancy of the Premises and the operation of the EES. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. In addition, during the course of construction and installation of the EES, Lessee and/or its general contractor shall maintain builder's risk insurance and worker compensation and employer liability insurance (with such coverages as may be required by applicable law) as to all employees working at the Property. Lessee, at its sole cost and expense, shall insure the EES against loss from casualty. Lessor is not required to buy any insurance coverage with respect to the EES.

(b) Indemnification. Lessee shall indemnify and hold harmless Lessor against and from any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, arising from or growing out of any injury or death of persons whomsoever (including officers, agents and employees of the Lessor, of the Lessee and of any subcontractor as well as other persons) or loss of or damage to any tangible personal property (including property of or in the custody of Lessor) when such injury, death, loss or damage arises from: the construction or installation or operation of the EES; the gross negligence of Lessee, its agents and employees; or a breach of any covenant or obligation of Lessee under this; provided, however, that:

(i) Lessee shall not indemnify Lessor when the loss is caused by the negligence of Lessor and in cases of joint or concurrent negligence, each party shall be responsible to the extent of its respective negligence.

(ii) Lessee shall have no liability for any claim, loss, damage or injury arising out of acts or omissions taken at the request or direction of authorized personnel employed by Lessor, excluding lawful requirements of laws, ordinances or regulations applicable to the construction or operation of the EES.

(iii) Lessee shall not be responsible for any claim that may give rise to an indemnification requirement unless it receives notice of such claim within thirty (30) days from first notice of claim received by the Lessor.

(iv) Lessee shall not be responsible for any consequential, indirect, special or punitive damages, whether arising out of any injury or damage to, or interference with, Lessor's business, loss of goodwill or loss of use of the Property.

(c) Waiver of Subrogation. Lessee and Lessor each hereby agree to cause the insurance companies issuing their respective first party insurance to waive any subrogation rights that such insurers may have against Lessor and Lessee, respectively, as long as the insurance is not invalidated by such waiver. If such waivers of subrogation are contained in their respective insurance policies, Lessor and Lessee each waive, release and relieve the other, and waive their entire right to recover damages (whether in contract or in tort) against the other, for loss of or damage to the waiving party's property situated on the Property (including the Premises) arising out of or incident to the perils insured against under their respective first party insurance policies.

## **6. Access to Property.**

(a) General Access. Lessor shall provide Lessee with access to the Property and the Premises as reasonably necessary to allow Lessee to design, construct, operate and maintain the EES as contemplated in the PPA and the IA, including ingress and egress rights to the Premises for Lessee and its employees, contractors and sub-contractors and access to solar panels and conduits to interconnect the EES with the Property's electrical wiring. Lessor shall provide Lessee a reasonable area for construction laydown and grant Lessee the ability to survey the Common Roadway and identify the legal description of the Common Roadway for purposes of satisfying all legal requirements. Lessor and its authorized representatives shall at all times have access to and the right to observe the installation work, subject to compliance with Lessee's safety rules, but shall not interfere with such installation work or handle any Lessee equipment or the EES without written authorization from Lessee.

(b) Ingress and Egress Easement. If and to the extent the Premises does not have direct access to an existing public right of way, Lessor grants to Lessee an easement for ingress and egress over a portion of the Property which may generally be shown on the Plot Plan Document for ingress and egress to the public right of way identified thereon, together, with the right to install above and underground pipes and conduits to interconnect the EES to the Public Utility's closest interconnection point along said right of way. The Common Roadway is any private gravel or paved roadways on Property that are used primarily by the Lessor and occasionally by the Lessee for ingress and egress to and from EES (hereinafter the "Common Roadway"). Where access to the EES via a public right of way and an existing Common Roadway both exist on Property, Lessee shall have the option to utilize the most feasible route to the EES. Lessor shall be responsible for

maintaining the Common Roadway, at its sole cost and expense. Lessee, at its sole cost and expense, shall be responsible for building and maintaining any gravel or paved roadway from a public right of way to the EES when a Common Roadway does not exist or between the Common Roadway and the EES. In the event Lessee constructs such a roadway, Lessee shall not be required to dismantle said roadway following the expiration of the Term.

(c) Timber Sales. If Lessee's use of the Property will require removal of more than ten (10) acres of timber, Lessee will notify Lessor of the area where timber is to be removed. Lessor may choose to have the timber removed from that area at its cost. Lessor shall notify Lessee within fifteen (15) business days of receipt of notice whether it intends to have the timber removed. If Lessor notifies Lessee that it does not wish to have the timber removed or if Lessor does not respond within the fifteen business days, Lessee may remove the timber in the manner consistent with this lease. Lessor shall complete any removal of timber within thirty (30) business days of providing notice to Lessee of its decision to remove the timber.

## **7. Ownership of EES and Renewable Energy Benefits.**

(a) Lessor acknowledges and agrees that, as between Lessor and Lessee, (i) Lessee or one of its affiliates is the exclusive owner and operator of the EES, (ii) the EES and any and all Renewable Energy Benefits and Renewable Energy Incentives associated therewith shall remain the personal property of Lessee, (iii) no component of the EES shall become a fixture, notwithstanding the manner in which the EES is or may be attached to any real property of Lessor, and (iv) Lessor shall have no right, title or interest in any EES or any component thereof or any Renewable Energy Benefits. As used herein, "Renewable Energy Benefits" means any and all international, federal, state, local, voluntary or other credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the EES, electricity generation from the EES, and/or its displacement of conventional energy generation. "Renewable Energy Incentives" means (a) federal, state, or local tax credits associated with the construction, ownership, or production of electricity from the EES (including credits under Sections 45 and 48 of the Internal Revenue Code of 1986, as amended), or any governmental payments made in lieu of such tax credits (such as those described in Section 1603 of division B of the American Recovery and Reinvestment Act of 2009); (b) any federal, state or local grants, rebates, feed-in tariffs, subsidized financing or any other subsidy relating to the EES or the output thereof; and (c) any other form of incentive that is not a Renewable Energy Benefit that is available with respect to the EES.

## **8. Representations, Warranties and Covenants of Lessor.**

(a) Authorization. Lessor represents, warrants and covenants that (i) Lessor has been duly authorized to enter into this Lease by all necessary action and has received all necessary third party consents to enter into this Lease, and (ii) the execution, delivery and performance by Lessor under this Lease shall not result in or constitute a default by Lessor under any agreement to which it is a party (including any lease in respect of the Premises or Property as to which Lessor is the tenant).

(b) Title to Property and Protection of Lessee's Rights in Lease and EES.

(i) Quiet and Peaceful Possession. Lessor represents, warrants and covenants that Lessor has lawful title to (or a valid leasehold interest in) the Property free and clear of all liens and other interests except for those liens and other interests (if any) identified on Exhibit A to this Lease, and that Lessee's quiet and peaceful possession of the Premises shall be free and without hindrance or interference from any claim of any entity or person of superior title thereto, throughout the Term of this Lease.

(ii) Agreements from Lessor's Landlord(s). To the extent Lessor's interest in the Property or any portion thereof is, or becomes, a leasehold interest, Lessor shall within fifteen (15) days of Lessee's written request, cause each Landlord (each, a "Lessor's Landlord") of each such portion of the Property to execute and deliver documentation in form and substance reasonably acceptable to Lessee pursuant to which such Lessor's Landlord acknowledges and agrees that (A) Lessor's Landlord consents to this Lease and the rights and benefits of Lessee under this Lease, (B) this Lease and the rights and benefits of Lessee under this Lease run with the land comprising the Premises throughout the Term, notwithstanding any sale, lease, transfer, assignment, mortgage, pledge or other alienation or encumbrance by such Lessor's Landlord of the Premises or Property, and (C) in the event Lessor's leasehold interest with Lessor's Landlord expires or is terminated prior to the date this Lease expires or is terminated, this Lease shall remain in full force and effect and Lessor's Landlord shall recognize Lessee and its successors and assigns (including, without limitation, any of Lessee's Lender's) as Lessor's Landlord's direct tenant under the terms of this Lease. Lessee shall not be required to pay Rent to Lessor (and the same shall be held as accrued but unpaid) until such time as the foregoing agreements are delivered to Lessee.

(iii) Agreements from Current Holders of Security Interests or Liens. Lessor shall give written authorization for Lessee to obtain a Subordination, Attornment and Non-Disturbance Agreement ("SNDA"). Lessor shall also duly assist Lessee in obtaining such SNDA by providing necessary documents and other requirements in a timely manner. SNDA's shall be obtained in recordable form from any third party who now has a security interest or lien on the Premises or Property, including, without limitation, any lenders to Lessor or Lessor's Landlord (individually and collectively, a "Property Lender"), pursuant to which each Property Lender (A) acknowledges and consents to this Lease and the rights and benefits of Lessee under this Lease, (B) acknowledges and agrees that this Lease and the rights and benefits of Lessee under this Lease shall not terminate or be disturbed by virtue of a foreclosure (or assignment in lieu thereof) of any security interest or lien of said Property Lender encumbering the Premises or Property, and (C) acknowledges and agrees that the EES, the Renewable Energy Benefits and the Renewable Energy Incentives are the personal property of Lessee and that the third party has no lien or other interest in the EES, the Renewable Energy Benefits or the Renewable Energy Incentives.

(c) No Interference with EES. Lessor shall not conduct any activities on, in or about the Premises (including, without limitation, making alterations, additions or improvements) without Lessee's prior written consent. In addition, Lessor shall not conduct any activities (including, without limitation, making alterations, additions or improvements) on, in or about any portions of the Property outside the Premises that have a reasonable likelihood of causing damage to, impairment of, or otherwise adversely affecting the EES. Lessor shall take all reasonable steps to limit access to the Premises to Lessee and Lessee's employees, invitees, agents and representatives. Lessee

may, at its sole cost and expense, construct a fence around ground mounted EES equipment and provide and maintain video surveillance to increase security around the EES.

(d) Maintenance of Premises and Property. Lessor shall keep the areas of the Property within a distance of 100 feet from the edge of the Premises in a condition necessary for Lessee to operate and maintain the EES in accordance with the PPA, and shall comply with all laws and ordinances applicable to the Property. Nothing herein shall require Lessor to maintain the EES. Lessor shall give Lessee prompt notice of any damage to or defective condition in any part or appurtenance of the Property that may affect the EES, including the means of ingress to and egress from the Premises.

(e) Vegetation and Grazing. Without limiting the generality of the foregoing, Lessee, at its sole cost and expense, will have the right to maintain any vegetation in areas of the Property within 100 feet from the edge of the Premises in a condition that reduces the danger of fire, wind, soil erosion and damage from the elements to the extent the failure to take reasonable appropriate action might be expected to result in damage to the EES on the Premises. In addition, provided Lessor obtains the prior approval of Lessee to a farming plan (which approval Lessee shall not unreasonably withhold, condition or delay), Lessor may continue farming operations on the Premises during the Initial Term as long as the crop harvest is completed 30 days prior to the construction start date. Lessor agrees to cooperate with Lessee in implementing commercially reasonable maintenance and farming operations requested by Lessee to implement the foregoing safety practices. After completion of construction, provided Lessor obtains prior written approval from Lessee (which approval Lessee shall not unreasonably withhold, condition or delay), may use the premises for farming or grazing.

(f) Taxes. Lessor shall pay all real property taxes levied on the Property (including the Premises) during the Term of this Lease, prior to delinquency, subject to the obligations of Lessee under §9(d).

(g) Insolation. Lessor acknowledges and agrees that access to sunlight (“insolation”) is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Lease. Accordingly, Lessor shall permit Lessee to remove any interference with insolation on and at the Premises within a distance of 100 feet from the edge of the Premises. Without limiting the foregoing, Lessor shall not construct or permit to be constructed any structure on the Property that could adversely affect insolation levels, permit the growth of foliage that could adversely affect insolation levels, or emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to insolation. If Lessor becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the insolation to the Premises, Lessor shall advise Lessee of such information and reasonably cooperate with Lessee to preserve existing levels of insolation at the Premises. Notwithstanding any other provision of this Lease, the Parties agree that (i) Lessee would be irreparably harmed by a breach of the provisions of this Paragraph 8(g), (ii) an award of damages would be inadequate to remedy such a breach, and (iii) Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Paragraph 8(g).

(h) Property Conditions. The Parties recognize that the Property is the site of a closed municipal solid waste landfill, and that this existing site condition may require that certain measures be taken to insure the integrity of the landfill closure. With the exception of this existing site condition, Lessor represents and warrants that Lessor is unaware of any site conditions or construction requirements (i) that would materially increase the cost of installing the EES at the planned locations on the Premises or would materially increase the cost of maintaining the EES at the Premises over the cost that would be typical or customary for solar photovoltaic systems substantially similar to the EES or (ii) that would adversely affect the ability of the EES as designed to produce electricity once installed. Lessee will provide light/general grading of the Premises to facilitate construction of the EES.

(i) Interconnection Point. Lessor hereby grants Lessee full access to any utility interconnection point on the Property for the purposes of constructing, operating and maintaining the EES. Lessee shall pay for all costs associated with interconnecting the EES to the interconnection point, including any upgrades required by the electric utility.

(j) Water. In the event that a public water supply is available on or adjacent to the Premises, Lessor shall provide access to this water to Lessee, as needed, upon terms comparable for other users of the Lessor's water system and Lessor shall charge Lessee for the actual use of the water by Lessee, including but not limited to cleaning the solar modules or watering Lessee's vegetation within the Premises, at the actual rate for water usage by Lessor.

(k) Right of First Refusal. Lessor hereby grants Lessee a right of first refusal to purchase the property, for the term of the Site Lease agreement, or until termination of the right of occupancy. Should Lessor decide to sell the property during the term of the Lessee's right of first refusal, Lessor shall notify Lessee of any bona fide third party offer. Lessee shall have the option for a period of fifteen (15) days after receipt of written notice to provide notice of intent to purchase at a price not less than the offer received by Lessor. Should Lessee fail to close on the purchase of the property within three (3) months from the time of Lessee's notice of intent to purchase, Lessor shall have the right to sell the property to the third party that made the offer on the same terms stated in the notice to Lessee.

## **9. Representations, Warranties and Covenants of Lessee.**

(a) Authorization. Lessee represents, warrants and covenants that (i) Lessee has been duly authorized to enter into this Lease by all necessary action and has received all necessary third party consents to enter into this Lease, and (ii) the execution, delivery and performance by Lessee under this Lease shall not result in or constitute a default by Lessee under any agreement to which it is a party.

(b) Maintenance and Repair. Lessee shall, at its sole cost and expense, maintain the EES in accordance with the PPA, and shall repair any damage to the Premises and Property which is caused by the EES or the acts of Lessee's employees, agents or contractors, ordinary wear and tear excepted. Lessee shall comply with all rules, regulations, ordinances and other laws applicable to the Premises; provided, however, in no event shall Lessee be required to construct, install or make any capital improvements to the Premises.

(c) Vegetation and Grazing. Lessee, at its sole cost and expense, shall be responsible for the maintenance of any vegetation planted by Lessee on the Premises. Any such vegetation shall be subject to the prior approval of Lessor, not to be unreasonably withheld.

(d) Taxes.

(i) During the Term of the Lease, Lessee shall pay all taxes and assessments levied or assessed against its personal or other property located on the Premises, including, without limitation the EES, and all other, taxes (including property tax increases specifically triggered by development and build out of the EES, and/or applicable “roll back” taxes), assessments or other public charges assessed or imposed by reason of the PPA or the conduct of Lessee’s business, including, but not limited to, sales and income taxes.

(ii) Upon Lessee's reasonable request, Lessor shall take such reasonable actions and do such things as necessary or desirable to facilitate any action by Lessee to contest any Tax Bill or the assessed value of the property on which they are levied, or to otherwise seek the abatement of Taxes applicable to the Premises, or to seek the separate assessment of the Premises as a distinct tax parcel if the Premises are included within a larger tax parcel. Lessee shall have the right, but not the obligation to pursue any such action. This subparagraph shall not apply to Sussex County, Virginia, but shall apply to any subsequent owner or lessee of the Property, the successor to Sussex County, Virginia, under assignment pursuant to Paragraph 12(b) hereof, or otherwise.

**10. Hazardous Materials.** Lessor represents and warrants that, to the best of Lessor’s knowledge (after due inquiry and investigation), there are no substances, chemicals or wastes, identified as hazardous, toxic or dangerous materials under any applicable law or regulation, present on, in or under the Property in violation of any applicable law or regulation. Lessor shall not introduce or use any hazardous, toxic or dangerous materials on, in or under the Property in violation of any applicable law or regulation. If Lessor becomes aware of any such hazardous, toxic or dangerous materials, Lessor shall promptly notify Lessee of the type and location of such materials in writing. Lessor agrees to assume full responsibility for (and protect, indemnify, hold harmless and defend Lessee against) any liability or cleanup obligations for any contamination or pollution or breach of environmental laws related to the Property, unless directly attributable to the actions of Lessee. Lessee shall not use, generate store, dispose of or cause to be released any hazardous materials from the Premises (or in connection with the operation or maintenance of the EES) in violation of applicable law or regulation. If, due to the actions of Lessee, hazardous materials are released, generated, stored, or disposed of in violation of applicable law or regulation, Lessee shall be solely responsible for any remediation required as a result thereof, unless directly attributable to the negligent actions of Lessor.

**11. Casualty or Condemnation.**

(a) In the event the Premises or Property is so damaged or destroyed so as to make the use of the Premises impractical as determined by Lessee, then, provided that Lessee is also terminating the PPA in connection with such damage or destruction, Lessee may elect to terminate this Lease

on not less than twenty (20) days' prior written notice to Lessor effective as of a date specified in such notice, and on the date so specified, this Lease shall expire as fully as if such date were the date set forth above for the expiration this Lease. If Lessee does not elect to terminate this Lease pursuant to the previous sentence, Lessor shall exercise commercially reasonable efforts to repair the damage to the Premises and return the Premises to its condition prior to such damage or destruction, except that Lessor shall in no event be required to repair, replace or restore any property of Lessee comprising part of the EES, which replacement or restoration shall be Lessee's responsibility pursuant to the terms of the PPA. Lessee, or its successor in interest, shall be entitled to 100% of any proceeds from casualty insurance policies maintained by Lessee.

(b) Lessee shall have the right but not the obligation to participate in any proceedings with respect to a Taking; in such event Lessor shall cooperate with Lessee to facilitate such participation. Neither Lessor nor Lessee shall enter voluntarily into any binding agreement or settlement related to a Taking without the prior consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) The proceeds of any Taking shall be apportioned as between Lessor and Lessee as follows: Lessor shall receive an amount equal to the fair market value of the Land subject to the Taking and calculated with reference to the value of the Land for agricultural use, but not the improvements constructed or placed by Lessee thereon, and Lessee shall receive such amounts as are necessary to compensate Lessee for the loss of use of the Premises so Taken, including any improvements constructed or placed by Lessee on the Land, and the loss or interruption of Lessee's business and the cost of any restoration or repair necessitated by such Taking, including consequential losses. If after giving effect to the foregoing there remain any un-apportioned proceeds, they will be equitably apportioned as between Lessor and Lessee. Notwithstanding the foregoing, however, in the event Tenant exercises its right to terminate this Lease under this Section 11, then Lessee shall first receive all condemnation proceeds until Lessee has received an amount equal to the appraised value of the System prior to the Taking.

## **12. Assignment.**

(a) Consent Required Generally. Except as provided in Paragraph 12(b), neither Party shall have the right to assign any of its rights, duties or obligations under this Lease without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, conditioned or delayed. Except as hereinafter provided, any assignee of a Party under this Lease shall be deemed to assume the obligations of the assignor, and therefore shall be bound by the terms of this Lease as if said Party was an initial party hereto, provided that any third party receiving a collateral assignment of this Lease for security shall not be required to assume the obligations of a Party under this Lease unless and until such third party succeeds to the interest of said Party under this Lease, in which case such party shall only be deemed to assume and be responsible for the obligations of a Party under this Lease for the period of its ownership of the interest so acquired.

(b) Transfers without Consent. Lessor may, in its sole discretion and without the consent of Lessee, but subject to Lessee's Right of First Refusal set forth hereinabove, assign any of its rights, duties or obligations under this Lease to a party to whom Lessor's fee simple interest or leasehold interest in the Property is being transferred; provided that Lessor shall give Lessee at least fifteen (15)

days' prior written notice of such transfer. Lessee may in its sole discretion and without the consent of Lessor, assign any of its rights, duties or obligations under this Lease (i) to one or more of its affiliates, including, without limitation, any special purpose entity formed to hold the EES, (ii) to one or more Financing Parties in connection with an assignment (collateral or otherwise), encumbrance, hypothecation, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) of all or any portion of its right, title or interest under this Lease and/or in the EES, (iii) to any person or entity succeeding to all or substantially all of the assets of Lessee at the Premises or Property, or (iv) to a successor entity in a merger or acquisition transaction.

(c) Financing Party. As used in this Lease, "Financing Party" shall mean any person or entity (a) providing senior or subordinated construction, interim or long-term debt or equity financing or refinancing to Lessee and/or its permitted assignees or affiliates for or in connection with the development, construction, purchase, installation or operation of the EES, whether that financing or refinancing takes the form of private debt, public debt or any other form (including debt financing or refinancing), including any equity and tax investor directly or indirectly providing financing or refinancing for the EES or purchasing equity ownership interests of Lessee and/or its permitted assignees or affiliates, and any trustee or agent acting on their behalf, (b) providing interest rate protection agreements to hedge any of the foregoing obligations and/or (c) participating in a leasing structure (including any sale leaseback or leveraged leasing structure) with respect to the EES.

### **13. Security for Removal of the EES.**

Lessee shall develop a plan for the removal of the EES at the termination of this Lease, as provided in Section 2 (b) hereof, together with an estimate of the cost thereof, and deliver such plan and estimate to the Lessor prior to approval of any building permits for the EES.

The costs of removal of the EES shall be secured by an adequate surety in a form agreed to by the Lessor's County Attorney, including but not limited to a letter of credit, cash or a guarantee by an investment grade entity, which shall be posted within thirty (30) days after the Initial Energy Delivery Date, and shall be in an amount no less than One Hundred Thousand Dollars (\$100,000).

Commencing in year ten (10) of the Lease, the cost estimate for removal of the EES shall be updated every five (5) years from the initial estimate by an independent consultant retained by the Lessee and provided to the Lessor. The consultant shall be a professional engineer licensed in Virginia with expertise in the subject of decommissioning solar projects, and shall be subject to the Lessor's approval prior to being engaged by the Lessee, which such approval shall not be unreasonably withheld, conditioned or delayed. The consultant's reports will identify the cost of removal of the EES, taking into account any salvage value of the installed equipment. The surety amount will be increased or decreased based on such updated cost of removal, but the surety shall not be below the min

imum amount required by this Section. The Lessee shall be liable to the Lessor for any deficiency if the surety amount does not fully cover the costs of removal.

#### **14. Defaults and Remedies.**

(a) Default by Lessor. If Lessor fails to perform any of Lessor's obligations as defined in this Site Lease Agreement (and any failure to pay third-party obligations which result in mortgage defaults and/or property liens), an event of default has occurred (an "Event of Default"). Lessee shall give written Notice to Lessor of any Event of Default. If Lessor fails to perform its obligations hereunder, Lessor shall not be in default unless Lessor fails to perform such obligation within thirty (30) days after the receipt of written notice from Lessee specifying in detail Lessor's failure to perform. Upon the occurrence of an Event of Default, Lessee shall be entitled to exercise any and all remedies available to it at law or in equity, including the right to terminate this Lease. Such remedies shall include the right to demand specific performance by Lessor of obligations that have not been paid or performed as required hereunder, and to obtain (i) subrogation rights therefor and (ii) immediate reimbursement or rental payment deductions from Lessor for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance. However, if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for its performance, in the written assessment of Lessee, Lessor shall not be in default hereunder if it shall commence such performance within such thirty (30) day period and thereafter diligently pursue the same in good faith to completion.

(b) Default by Lessee. If Lessee fails to perform its obligations hereunder, Lessee shall not be in default unless Lessee fails to perform such obligation within thirty (30) days after the receipt of written notice from Lessor specifying in detail Lessee's failure to perform. However, if the nature of Lessee's obligation is such that more than thirty (30) days are reasonably required for its performance, in the written assessment of Lessor, Lessee shall not be in default hereunder if it shall commence such performance within such thirty (30) day period and thereafter diligently pursue the same in good faith to completion. Such remedies shall include the Lessor's right to demand specific performance by Lessee of obligations that have not been paid or performed as required hereunder, and to obtain subrogation rights therefor. If Lessee fails to pursue zoning approvals as set out in section 3, Lessor may terminate this lease upon thirty (30) days' written notice to Lessee.

The obligations of Lessee under this agreement shall not constitute the personal obligations of the partners, directors, members, officers or shareholders of Lessee. Any recovery by Lessor shall be limited to Lessee's interest in the EES to the exclusion of any other assets of Lessee for satisfaction of any liability arising out of this agreement.

**15. Notices.** Any notice required or permitted to be given under this Lease shall be given in writing and shall be sent to the address of the Party as listed herein on the signature page, as may be updated by either Party upon written notice to the other Party within 5 days of any change. Notices shall be delivered by hand delivery, express courier, first class mail, facsimile or electronic mail (so long as a copy of such electronic mail notice is provided thereafter by hand delivery or express courier). Except as may otherwise be specified in this Lease, all notices, requests,

statements, and other communications shall be deemed to have been duly given on (A) the date of delivery if delivered by hand or by express courier, (B) the time stamp upon delivery if sent by electronic mail (provided, however, any notice time stamped after 5:00 p.m., Eastern time, shall be deemed received on the next day), (C) date of receipt of a time-stamped, legible copy thereof if sent by facsimile (provided, however, any notice time stamped after 5:00 p.m., Eastern time, shall be deemed received on the next day), (D) on the third day following service by registered or certified U.S. mail (postage prepaid, return receipt requested) or (E) the earlier of the dates set forth in clauses (A), (B), (C) and (D) if delivery is made by more than one of such means.

**16. Waiver.** The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

**17. No Third Party Beneficiaries.** This Lease is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a party hereto, other than Lessee's Lenders.

**18. Headings.** The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

**19. Choice of Law.** This Lease shall be construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.

**20. Binding Effect.** This Lease and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns.

**21. Counterparts.** This Lease may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or "pdf" signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Lease in any court or arbitration proceedings between the parties.

**22. Entire Agreement.** This Lease represents the full and complete agreement between the Parties with respect to the subject matter contained herein and supersedes all prior written or oral agreements between said parties with respect to said subject matter. In the event of any conflict between the provisions of this Lease and the provisions of the PPA, the provisions of the PPA shall govern and control. All exhibits attached to this Lease are incorporated into this Lease by this reference.

**23. Further Assurances.** Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent expressed herein. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Paragraph. After the mutual execution of this Lease by Lessor and Lessee, and before commencement of any construction, Lessor shall execute and deliver a memorandum

of this Lease in the form attached hereto as Exhibit B for recording in the title records of the county where the Premises are located or other applicable government office.

**24. Provisions Benefiting Lessee's Lenders.** Each financing-transaction assignee of Lessee (a "Lessee's Lender") shall have the express benefit of the provisions set forth on Exhibit C attached hereto.

**25. Estoppel.** Either Party hereto, without charge, within ten (10) business days after receipt of a written request by the other Party hereto, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other person, firm or corporation specified by such requesting Party: (i) that this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or to the knowledge of any such Party, there are any offsets or defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Lease and, if so, specifying the same and also whether or not to the knowledge of such Party the other Party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by a Party hereto. The recipient of such instrument may reasonably rely upon any written instrument given hereunder, except to the extent the recipient has actual knowledge of facts contained in the certificate.

**26. Dispute Resolution.**

*This contract contains a mediation provision, which affects your legal rights and may be enforced by the parties. Lessor and Lessee agree that, by entering into this Agreement, both are waiving the right to a trial by jury or to participate in a class action. This provision is to be interpreted broadly and applies to claims that may arise after the termination or expiration of this agreement.*

Mediation. Any claim, controversy or dispute between the parties arising out of or relating to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this agreement, shall first be resolved through mediation. Mediation shall be in accordance with the then effective rules of (and by filing a claim with) the Judicial Arbitration and Mediation Services, Inc. (JAMS). The parties agree that the forum for mediation will be the Commonwealth of Virginia to the exclusion of all others. In the event the mediation is unable to resolve the dispute, the parties are free to pursue resolution in a court of competent jurisdiction within the Commonwealth of Virginia.

**27. Legal Fees.** Subject to the terms of Paragraph 26, the prevailing party in any litigation arising out of or relating to this Lease shall be entitled to an award of its reasonable attorneys' fees and costs.

**28. Brokerage Commission.** Except as pursuant to a separate agreement between Lessee and Lessee's broker, if any, Lessor and Lessee each represent and warrant to the other that they have not dealt with any real estate agent or broker in connection with this transaction. Lessor and Lessee each hereby indemnify and save the other harmless from and against all losses, costs and expenses incurred by reason of a breach of such representation and warranty.

**29. Confidentiality.** (i) Lessor agrees to hold all confidential information of Lessee, including, without limitation, the terms of this Lease, in strict confidence, and will not disclose same to any person, other than as required by applicable law, rule, or regulation. Lessor acknowledges and stipulates that Lessee may suffer irreparable harm in the event of a breach of this confidentiality agreement, for which Lessee has no adequate remedy at law. Therefore, in addition to all other remedies available pursuant to the terms of this Lease or at law, Lessee shall have the right to obtain immediate injunctive or other equitable relief upon a breach of this confidentiality agreement by Lessor, without the necessity of giving any notice of such default or opportunity to cure the same.

(ii) The Parties recognize that Sussex County, Virginia, a political subdivision of the Commonwealth of Virginia, is subject to the provisions of the Virginia Freedom of Information Act. Should Lessor be required to disclose any of Lessee's information, Lessor shall first give Lessee sufficient advance notice in writing to permit Lessee either to (a) challenge the requirement of disclosure and/or (b) redact key proprietary information prior to disclosure.

*[signatures on following page]*

IN WITNESS WHEREOF, the Parties have executed this Lease on the day and year first above written.

“Lessor”

Sussex County, VA

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

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

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

“Lessee”

Gin Hill Solar, LLC,

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

Name: Reginald Parker

Title: Manager

Address: \_\_\_\_\_

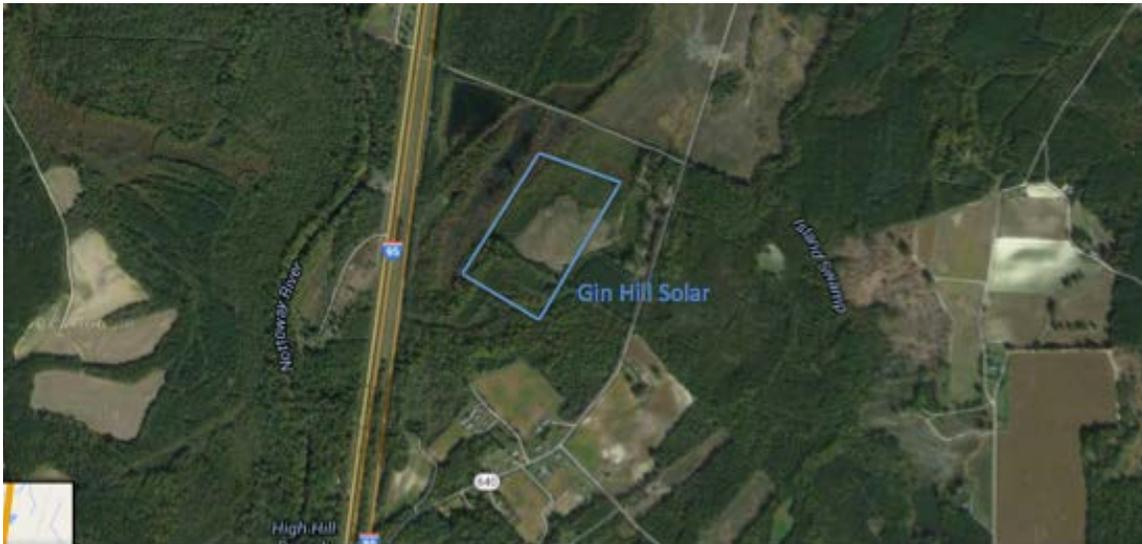
\_\_\_\_\_

Email: sussex@510nano.com

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

## Exhibit A

Gin Hill Solar LLC is located on Briggs Road (Route 640) approximately 0.8 miles south of the intersection of Briggs Road (Route 640) and Hunter Quarter Church Road (Route 662). The site's geolocation is: (36.892, -77.394).



## EXHIBIT C

### Provisions Benefiting Lender

(a) Lessor agrees to provide written notice to Lender, provided that Lessor shall have previously received written notice of Lender's designated address, of any act or event of default of Lessee under the Lease of which Lessor has knowledge that would entitle Lessor to cancel, terminate, annul, or modify the Lease or dispossess or evict Lessee from the Premises or otherwise proceed with enforcement remedies against Lessee, and Lender shall have the same amount of time as Lessee, but at least ten (10) days with respect to any monetary default and at least thirty (30) days with respect to any non-monetary default, to cure any default by Lessee under the Lease; provided that in no event shall Lender be obligated to cure any such default.

(b) Subject to the terms and conditions hereof, Lessor hereby subordinates any lien it may have in and to the System and other property owned by Lessee that is or may from time to time hereafter be located at the Premises in connection with the construction, installation, operation, maintenance and/or repair of the System, and to which Lessee has granted or will grant a security interest to Lender (all such property and the records relating thereto shall be hereafter called the "**Collateral**") to the lien of Lender; provided, however, that this subordination shall not prevent Lessor from exercising any right or remedy against Lessee to which Lessor may be entitled under the terms of the Lease or as may be provided by applicable law; nor shall it prevent Lessor from realizing upon any lien it may have on any property of Lessee, including the Collateral, so long as Lessor recognizes Lender's prior right to the Collateral described above. Lessor recognizes and acknowledges that any claim or claims ("**Claims**") that Lender has or may have against such Collateral by virtue of any lien or security interest, are superior to any lien, security interest, or claim of any nature that Lessor now has or may hereafter have to such Collateral by statute, agreement or otherwise. The subordination provided for herein shall be effective until the discharge of the Claims. Lessor further agrees to notify any purchaser of the Premises, and any subsequent mortgagee or other encumbrance holder, of the existence of the foregoing waiver of Lessor's lien, which shall be binding upon the executors, administrators, successors and transferees of Lessor, and shall inure to the benefit of the successors and assigns of Lender. Lessor agrees to execute such documents as may be required by Lender to evidence the foregoing subordination and to obtain similar executed documents from any third party who now has or obtains in the future an interest in the Site or the Premises, including any lenders to Lessor.

(c) Lessor consents to Lender's security interest in the Collateral and waives all right of levy for rent and all claims and demands of every kind against the Collateral, such waiver to continue so long as any sum remains owing from Lessee to the Lender. Lessor agrees that the Collateral shall not be subject to distraint or execution by, or to any claim of, Lessor.

(d) Lessor hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain or otherwise prevent Lender from the Premises and the Site for the purpose of inspecting the Collateral, and agrees that Lender may access the Premises through the Site to inspect the Collateral all of which is subject to compliance with the General Conditions.

## SITE LEASE – SUSSEX SOLAR LLC

This Site Lease (“Lease”), dated as of February \_\_\_, 2017 (“Effective Date”), is entered into by and between the Sussex County VA, [a Virginia county] (“Lessor”), and Sussex Solar LLC, [a Virginia based limited liability company] (“Lessee”) (each a “Party” and collectively, the “Parties”).

### WITNESSETH:

A. Lessee desires to design, permit, construct, operate and maintain a solar energy system that will generate electric power (the “EES”) on a portion of entire property owned or leased by Lessor, more particularly identified on Exhibit A hereto, and commonly known by the address of 14493 Robinson Road, Sussex County, VA 23884 (geolocation ID: 36.920948, -77.224435) (the “Property”).

B. Lessor is willing to lease said portion of the Property (hereinafter defined as the Premises) to Lessee and to grant to Lessee certain appurtenant rights, all on the terms and conditions of this Lease, to enable Lessee to design, permit, construct, operate and maintain the EES on the Premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

**1. Lease of Premises.** Lessor hereby leases exclusively to Lessee, and Lessee hereby leases from Lessor pursuant to the terms of this Lease, that portion of the Property containing up to 50 total acres and more particularly identified as Tax Parcel Nos. 91-A-12 and 91-A-11A and on Exhibit A (the “Premises”), for the purpose of designing, permitting, constructing, operating and maintaining the EES. In addition, Lessor grants to Lessee the appurtenant rights of ingress to and egress from the Premises as provided in Paragraph 6 hereof and the right to use, extract and generate electricity on and adjacent to the Premises.

**2. Term.**

(a) Initial Term. The initial term of this Lease (the “Initial Term”) shall commence on the Effective Date and shall expire (subject to extension as hereinafter provided) on the earlier of (i) the commencement of the PPA Term, and (ii) the termination of the Initial Term in accordance with this Paragraph 2(a). The Initial Term shall be for an initial period expiring one (1) year from the Effective Date. Lessee shall have the unilateral right to extend the Initial Term automatically (upon 60 days’ written notice) for up to two additional one (1) year terms, provided that with respect to each such extension Lessee demonstrates, prior to the commencement of the extension periods, reasonable progress towards development of the EES. Documentation of reasonable progress shall be provided to the Lessor with each notice of renewal. If Lessee cannot demonstrate reasonable progress, Lessor may terminate this lease by sending written notice to Lessee prior to the end of the then-current term. Lessee shall have the right to take steps to demonstrate such progress prior to the end of the then-current term, in which case the lease shall be renewed. Lessee shall have the

unilateral right to terminate this Lease at any time during the Initial Term (as the same may be extended in accordance with this Paragraph), without penalty, upon written notice to Lessor.

(b) PPA Term. The PPA Term (or equivalent) of this Lease (the “PPA Term”) shall commence 90 days from Initial Energy Delivery Date (“IEDD”) or equivalent and shall expire on the date that is one hundred twenty (120) days after the expiration or termination of the power purchase or similar agreement, (the “PPA”), provided, however, the PPA shall not exceed a term of twenty (20) years plus any time required for removal of the EES without the prior consent of Lessor. Within one hundred twenty (120) days after any such expiration or termination of the PPA, Lessee, at its sole cost and expense, shall remove the EES. In connection with such removal, Lessor shall continue to provide Lessee (and its employees and contractors) with access to the Premises beyond the 20 year period. Lessee shall confirm the PPA Term to Lessor in writing promptly following satisfaction or waiver of the foregoing conditions. As used herein, “Term” shall refer to the Initial Term and the PPA Term. Lessee shall also have the right, upon written notice to the Lessor, to terminate the Lease at any time upon Lessee’s determination that the energy from the EES can no longer be sold at a commercially reasonable price as determined by Lessee in its sole discretion; *provided*, that if Lessee so terminates pursuant to this clause after the occurrence of the Rent Commencement Date, then such termination shall be effective as of the date that Lessee pays to Lessor a termination fee equal to the unpaid balance of the total Rent that would otherwise be due for the twelve (12) months following the giving of notice hereunder.

(c) Renewal. At the conclusion of the PPA Term, if the energy from the EES can still be sold at a reasonable price as determined by Lessee in its sole discretion, Lessee shall have the right to notify Lessor, upon not less than one hundred twenty (120) days written notice prior to the expiration of the PPA Term, that Lessee elects to renew this Lease for an additional ten (10) year period (the “Extension Period”).

**3. Rent.** Commencing on the date that is Ninety (90) days following the Lessee’s receiving all zoning approvals by the Sussex County Government required for the operation of the EES, and continuing until expiration or termination of the PPA Term, and any renewal period and any period needed to remove the EES, Lessee shall pay Lessor rent equal to \$700 USD per installed acre, per year (“Rent”) with an escalation of 2.5% every five years. Lessor hereby acknowledges that the total amount of installed acreage (“Installed Acreage”) will be determined by the as-built plan set. Pending determination of Installed Acreage, rent shall be paid on the full fifty (50) acres of the Property. Once the Installed Acreage has been determined, rent calculations shall be based on actual Installed Acreage and will be rounded to the nearest whole acre. Rent shall be paid quarterly, in arrears, based on estimated payments of  $\frac{1}{4}$  of the annual Rent, on the first day of the calendar month following the expiration of the quarterly period. Partial months shall be included for purposes of determining quarterly payments. To the extent that rent paid by Lessee prior to the determination of the Installed Acreage exceeds the amount that Lessee would have had to pay in rent for the Installed Acreage alone, then Lessee shall be given a credit in the amount of the excess paid. Said credit shall be applied against future rent due. To the extent that rent paid by Lessee prior to the determination of the Installed Acreage was less than the amount Lessee would have had to pay in rent for the Installed Acreage alone, then Lessee shall pay the difference to Lessor in equal installments of \$100 per quarter on top of regular rent due.

Lessee agrees to begin work to receive all necessary zoning approvals beginning no later than thirty (30) days after the Effective Date of this lease and agrees to diligently pursue such approvals in good faith and without delay. Lessor agrees that, in its capacity as owner or lessee of the Property, and to the extent necessary or required, it shall cooperate with Lessee in its efforts to obtain zoning approvals and permits and further agrees that it shall process all applications for zoning approvals and permits in good faith in accordance with established procedures. The parties recognize that approvals by the agencies of the County of Sussex are subject to the rules, regulations and laws applicable to Lessee's project, however, if the required zoning approvals are not obtained within twelve (12) months of the Effective Date of this lease, Lessor may terminate the lease upon thirty (30) days' notice to Lessee.

In addition to the rent payments set out herein, Lessee will reimburse Lessor for the reasonable direct costs Lessor will incur required by law and regulation in order to modify its permits with the Department of Environmental Quality to accommodate Lessee's use of the Property and to ensure Lessor's continued compliance with the applicable Virginia solid waste management regulations. Lessor will contract with an appropriate engineering firm and other businesses that are required or useful to accomplish these tasks and will notify the Lessee in writing of all anticipated, reasonable, costs. Lessor will forward evidence of its payments to the engineering and other firms upon receipt. Lessee will pay the Lessor such payments within thirty (30) days of receipt. The payments will be treated as additional rent payments.

#### **4. EES Construction, Installation and Operation.**

(a) Consent Generally. Lessor hereby consents to the construction of the EES by Lessee on the Premises, including, without limitation, solar panels, solar thermal panels and related equipment (if applicable), support structure(s) (if applicable), solar panel mounting, racking, substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnection equipment. The EES shall be constructed in accordance with a plot plan prepared by Lessee and submitted to Lessor that shows the location, Installed Acreage to be developed, lay out and principal ancillary improvements to be constructed by Lessee as part of the EES (said plan, as revised in accordance with this Paragraph 4(a), is referred to as the "Plot Plan Document"). Lessee shall submit the Plot Plan Document to Lessor within the first six (6) months of the Initial Term, or such other time frame as Lessor and Lessee may hereafter agree. Lessee may revise the Plot Plan Document so long as the solar array is maintained within the Premises at any time prior to the commencement of the PPA Term.

The EES and its constituent parts, together with any and all improvements or other features constructed on, or personal property installed or placed on the Premises by or for Lessee, including without limitation, machinery, fixtures, trade fixtures, equipment, racking, inverters, cables, solar panels and other personal property (collectively, "**Lessee's Property**") are personal property within the meaning of Title 8.9A, Code of Virginia regardless of the manner of attachment to the Premises. Lessee's Property is and *shall* at all times during the Term be deemed to be the property of Lessee (subject to any Transfer in accordance with Section\_12, to be removed at Lessee's expense upon the expiration or earlier termination of the Term in accordance with Section 2(b)). The creation, attachment and perfection of security interests in Lessee's Property shall be governed

exclusively by Title 8.9A, Code of Virginia. For the avoidance of doubt and without limiting the foregoing, Lessor hereby waives all rights to levy, distraint, possession or Lessor's lien against Lessee's Property, if any, and shall not cause the creation of, or attachment to, Lessee's Property of any liens (including mechanics' and judgment liens) or other encumbrances. For the avoidance of doubt, Lessor is not responsible for payment of any Taxes assessed on Lessee's Property.

(b) Consent to Appurtenant Rights. Lessee also shall also have the right from time to time during the term hereof: (i) to install and operate the EES on the Premises; (ii) to maintain, clean, repair, replace and dispose of part or all of the EES; (iii) to add or remove the EES or any part thereof; and (iv) to perform all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities permitted in this Lease or to carry out Lessee's obligations under the PPA. During the course of construction and installation of the EES, and during any period of maintenance and repair, Lessee and its contractors shall have the right to utilize electrical power generators on-site and fuel to operate the same.

## **5. Insurance and Indemnification.**

(a) Insurance. Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease a policy of Commercial General Liability insurance utilizing an Insurance Services Office standard form with Broad Form General Liability Endorsement, or equivalent, on an occurrence basis, in an amount not less than \$1,000,000.00 combined single limit per occurrence/aggregate of bodily injury and property damage, and shall insure Lessee and Lessor against liability arising out of the use and occupancy of the Premises and the operation of the EES. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. In addition, during the course of construction and installation of the EES, Lessee and/or its general contractor shall maintain builder's risk insurance and worker compensation and employer liability insurance (with such coverages as may be required by applicable law) as to all employees working at the Property. Lessee, at its sole cost and expense, shall insure the EES against loss from casualty. Lessor is not required to buy any insurance coverage with respect to the EES.

(b) Indemnification. Lessee shall indemnify and hold harmless Lessor against and from any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, arising from or growing out of any injury or death of persons whomsoever (including officers, agents and employees of the Lessor, of the Lessee and of any subcontractor as well as other persons) or loss of or damage to any tangible personal property (including property of or in the custody of Lessor) when such injury, death, loss or damage arises from: the construction or installation or operation of the EES; the gross negligence of Lessee, its agents and employees; or a breach of any covenant or obligation of Lessee under this; provided, however, that:

(i) Lessee shall not indemnify Lessor when the loss is caused by the negligence of Lessor and in cases of joint or concurrent negligence, each party shall be responsible to the extent of its respective negligence.

(ii) Lessee shall have no liability for any claim, loss, damage or injury arising out of acts or omissions taken at the request or direction of authorized personnel employed by Lessor, excluding lawful requirements of laws, ordinances or regulations applicable to the construction or operation of the EES.

(iii) Lessee shall not be responsible for any claim that may give rise to an indemnification requirement unless it receives notice of such claim within thirty (30) days from first notice of claim received by the Lessor.

(iv) Lessee shall not be responsible for any consequential, indirect, special or punitive damages, whether arising out of any injury or damage to, or interference with, Lessor's business, loss of goodwill or loss of use of the Property.

(c) Waiver of Subrogation. Lessee and Lessor each hereby agree to cause the insurance companies issuing their respective first party insurance to waive any subrogation rights that such insurers may have against Lessor and Lessee, respectively, as long as the insurance is not invalidated by such waiver. If such waivers of subrogation are contained in their respective insurance policies, Lessor and Lessee each waive, release and relieve the other, and waive their entire right to recover damages (whether in contract or in tort) against the other, for loss of or damage to the waiving party's property situated on the Property (including the Premises) arising out of or incident to the perils insured against under their respective first party insurance policies.

## **6. Access to Property.**

(a) General Access. Lessor shall provide Lessee with access to the Property and the Premises as reasonably necessary to allow Lessee to design, construct, operate and maintain the EES as contemplated in the PPA and the IA, including ingress and egress rights to the Premises for Lessee and its employees, contractors and sub-contractors and access to solar panels and conduits to interconnect the EES with the Property's electrical wiring. Lessor shall provide Lessee a reasonable area for construction laydown and grant Lessee the ability to survey the Common Roadway and identify the legal description of the Common Roadway for purposes of satisfying all legal requirements. Lessor and its authorized representatives shall at all times have access to and the right to observe the installation work, subject to compliance with Lessee's safety rules, but shall not interfere with such installation work or handle any Lessee equipment or the EES without written authorization from Lessee.

(b) Ingress and Egress Easement. If and to the extent the Premises does not have direct access to an existing public right of way, Lessor grants to Lessee an easement for ingress and egress over a portion of the Property which may generally be shown on the Plot Plan Document for ingress and egress to the public right of way identified thereon, together, with the right to install above and underground pipes and conduits to interconnect the EES to the Public Utility's closest interconnection point along said right of way. The Common Roadway is any private gravel or paved roadways on Property that are used primarily by the Lessor and occasionally by the Lessee for ingress and egress to and from EES (hereinafter the "Common Roadway"). Where access to the EES via a public right of way and an existing Common Roadway both exist on Property, Lessee shall have the option to utilize the most feasible route to the EES. Lessor shall be responsible for

maintaining the Common Roadway, at its sole cost and expense. Lessee, at its sole cost and expense, shall be responsible for building and maintaining any gravel or paved roadway from a public right of way to the EES when a Common Roadway does not exist or between the Common Roadway and the EES. In the event Lessee constructs such a roadway, Lessee shall not be required to dismantle said roadway following the expiration of the Term.

(c) Timber Sales. If Lessee's use of the Property will require removal of more than ten (10) acres of timber, Lessee will notify Lessor of the area where timber is to be removed. Lessor may choose to have the timber removed from that area at its cost. Lessor shall notify Lessee within fifteen (15) business days of receipt of notice whether it intends to have the timber removed. If Lessor notifies Lessee that it does not wish to have the timber removed or if Lessor does not respond within the fifteen business days, Lessee may remove the timber in the manner consistent with this lease. Lessor shall complete any removal of timber within thirty (30) business days of providing notice to Lessee of its decision to remove the timber.

## **7. Ownership of EES and Renewable Energy Benefits.**

(a) Lessor acknowledges and agrees that, as between Lessor and Lessee, (i) Lessee or one of its affiliates is the exclusive owner and operator of the EES, (ii) the EES and any and all Renewable Energy Benefits and Renewable Energy Incentives associated therewith shall remain the personal property of Lessee, (iii) no component of the EES shall become a fixture, notwithstanding the manner in which the EES is or may be attached to any real property of Lessor, and (iv) Lessor shall have no right, title or interest in any EES or any component thereof or any Renewable Energy Benefits. As used herein, "Renewable Energy Benefits" means any and all international, federal, state, local, voluntary or other credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the EES, electricity generation from the EES, and/or its displacement of conventional energy generation. "Renewable Energy Incentives" means (a) federal, state, or local tax credits associated with the construction, ownership, or production of electricity from the EES (including credits under Sections 45 and 48 of the Internal Revenue Code of 1986, as amended), or any governmental payments made in lieu of such tax credits (such as those described in Section 1603 of division B of the American Recovery and Reinvestment Act of 2009); (b) any federal, state or local grants, rebates, feed-in tariffs, subsidized financing or any other subsidy relating to the EES or the output thereof; and (c) any other form of incentive that is not a Renewable Energy Benefit that is available with respect to the EES.

## **8. Representations, Warranties and Covenants of Lessor.**

(a) Authorization. Lessor represents, warrants and covenants that (i) Lessor has been duly authorized to enter into this Lease by all necessary action and has received all necessary third party consents to enter into this Lease, and (ii) the execution, delivery and performance by Lessor under this Lease shall not result in or constitute a default by Lessor under any agreement to which it is a party (including any lease in respect of the Premises or Property as to which Lessor is the tenant).

(b) Title to Property and Protection of Lessee's Rights in Lease and EES.

(i) Quiet and Peaceful Possession. Lessor represents, warrants and covenants that Lessor has lawful title to (or a valid leasehold interest in) the Property free and clear of all liens and other interests except for those liens and other interests (if any) identified on Exhibit A to this Lease, and that Lessee's quiet and peaceful possession of the Premises shall be free and without hindrance or interference from any claim of any entity or person of superior title thereto, throughout the Term of this Lease.

(ii) Agreements from Lessor's Landlord(s). To the extent Lessor's interest in the Property or any portion thereof is, or becomes, a leasehold interest, Lessor shall within fifteen (15) days of Lessee's written request, cause each Landlord (each, a "Lessor's Landlord") of each such portion of the Property to execute and deliver documentation in form and substance reasonably acceptable to Lessee pursuant to which such Lessor's Landlord acknowledges and agrees that (A) Lessor's Landlord consents to this Lease and the rights and benefits of Lessee under this Lease, (B) this Lease and the rights and benefits of Lessee under this Lease run with the land comprising the Premises throughout the Term, notwithstanding any sale, lease, transfer, assignment, mortgage, pledge or other alienation or encumbrance by such Lessor's Landlord of the Premises or Property, and (C) in the event Lessor's leasehold interest with Lessor's Landlord expires or is terminated prior to the date this Lease expires or is terminated, this Lease shall remain in full force and effect and Lessor's Landlord shall recognize Lessee and its successors and assigns (including, without limitation, any of Lessee's Lender's) as Lessor's Landlord's direct tenant under the terms of this Lease. Lessee shall not be required to pay Rent to Lessor (and the same shall be held as accrued but unpaid) until such time as the foregoing agreements are delivered to Lessee.

(iii) Agreements from Current Holders of Security Interests or Liens. Lessor shall give written authorization for Lessee to obtain a Subordination, Attornment and Non-Disturbance Agreement ("SNDA"). Lessor shall also duly assist Lessee in obtaining such SNDA by providing necessary documents and other requirements in a timely manner. SNDA's shall be obtained in recordable form from any third party who now has a security interest or lien on the Premises or Property, including, without limitation, any lenders to Lessor or Lessor's Landlord (individually and collectively, a "Property Lender"), pursuant to which each Property Lender (A) acknowledges and consents to this Lease and the rights and benefits of Lessee under this Lease, (B) acknowledges and agrees that this Lease and the rights and benefits of Lessee under this Lease shall not terminate or be disturbed by virtue of a foreclosure (or assignment in lieu thereof) of any security interest or lien of said Property Lender encumbering the Premises or Property, and (C) acknowledges and agrees that the EES, the Renewable Energy Benefits and the Renewable Energy Incentives are the personal property of Lessee and that the third party has no lien or other interest in the EES, the Renewable Energy Benefits or the Renewable Energy Incentives.

(c) No Interference with EES. Lessor shall not conduct any activities on, in or about the Premises (including, without limitation, making alterations, additions or improvements) without Lessee's prior written consent. In addition, Lessor shall not conduct any activities (including, without limitation, making alterations, additions or improvements) on, in or about any portions of the Property outside the Premises that have a reasonable likelihood of causing damage to, impairment of, or otherwise adversely affecting the EES. Lessor shall take all reasonable steps to limit access to the Premises to Lessee and Lessee's employees, invitees, agents and representatives. Lessee

may, at its sole cost and expense, construct a fence around ground mounted EES equipment and provide and maintain video surveillance to increase security around the EES.

(d) Maintenance of Premises and Property. Lessor shall keep the areas of the Property within a distance of 100 feet from the edge of the Premises in a condition necessary for Lessee to operate and maintain the EES in accordance with the PPA, and shall comply with all laws and ordinances applicable to the Property. Nothing herein shall require Lessor to maintain the EES. Lessor shall give Lessee prompt notice of any damage to or defective condition in any part or appurtenance of the Property that may affect the EES, including the means of ingress to and egress from the Premises.

(e) Vegetation and Grazing. Without limiting the generality of the foregoing, Lessee, at its sole cost and expense, will have the right to maintain any vegetation in areas of the Property within 100 feet from the edge of the Premises in a condition that reduces the danger of fire, wind, soil erosion and damage from the elements to the extent the failure to take reasonable appropriate action might be expected to result in damage to the EES on the Premises. In addition, provided Lessor obtains the prior approval of Lessee to a farming plan (which approval Lessee shall not unreasonably withhold, condition or delay), Lessor may continue farming operations on the Premises during the Initial Term as long as the crop harvest is completed 30 days prior to the construction start date. Lessor agrees to cooperate with Lessee in implementing commercially reasonable maintenance and farming operations requested by Lessee to implement the foregoing safety practices. After completion of construction, provided Lessor obtains prior written approval from Lessee (which approval Lessee shall not unreasonably withhold, condition or delay), may use the premises for farming or grazing.

(f) Taxes. Lessor shall pay all real property taxes levied on the Property (including the Premises) during the Term of this Lease, prior to delinquency, subject to the obligations of Lessee under §9(d).

(g) Insolation. Lessor acknowledges and agrees that access to sunlight (“insolation”) is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Lease. Accordingly, Lessor shall permit Lessee to remove any interference with insolation on and at the Premises within a distance of 100 feet from the edge of the Premises. Without limiting the foregoing, Lessor shall not construct or permit to be constructed any structure on the Property that could adversely affect insolation levels, permit the growth of foliage that could adversely affect insolation levels, or emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to insolation. If Lessor becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the insolation to the Premises, Lessor shall advise Lessee of such information and reasonably cooperate with Lessee to preserve existing levels of insolation at the Premises. Notwithstanding any other provision of this Lease, the Parties agree that (i) Lessee would be irreparably harmed by a breach of the provisions of this Paragraph 8(g), (ii) an award of damages would be inadequate to remedy such a breach, and (iii) Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Paragraph 8(g).

(h) Property Conditions. The Parties recognize that the Property is the site of a closed municipal solid waste landfill, and that this existing site condition may require that certain measures be taken to insure the integrity of the landfill closure. With the exception of this existing site condition, Lessor represents and warrants that Lessor is unaware of any site conditions or construction requirements (i) that would materially increase the cost of installing the EES at the planned locations on the Premises or would materially increase the cost of maintaining the EES at the Premises over the cost that would be typical or customary for solar photovoltaic systems substantially similar to the EES or (ii) that would adversely affect the ability of the EES as designed to produce electricity once installed. Lessee will provide light/general grading of the Premises to facilitate construction of the EES.

(i) Interconnection Point. Lessor hereby grants Lessee full access to any utility interconnection point on the Property for the purposes of constructing, operating and maintaining the EES. Lessee shall pay for all costs associated with interconnecting the EES to the interconnection point, including any upgrades required by the electric utility.

(j) Water. In the event that a public water supply is available on or adjacent to the Premises, Lessor shall provide access to this water to Lessee, as needed, upon terms comparable for other users of the Lessor's water system and Lessor shall charge Lessee for the actual use of the water by Lessee, including but not limited to cleaning the solar modules or watering Lessee's vegetation within the Premises, at the actual rate for water usage by Lessor.

(k) Right of First Refusal. Lessor hereby grants Lessee a right of first refusal to purchase the property, for the term of the Site Lease agreement, or until termination of the right of occupancy. Should Lessor decide to sell the property during the term of the Lessee's right of first refusal, Lessor shall notify Lessee of any bona fide third party offer. Lessee shall have the option for a period of fifteen (15) days after receipt of written notice to provide notice of intent to purchase at a price not less than the offer received by Lessor. Should Lessee fail to close on the purchase of the property within three (3) months from the time of Lessee's notice of intent to purchase, Lessor shall have the right to sell the property to the third party that made the offer on the same terms stated in the notice to Lessee.

## **9. Representations, Warranties and Covenants of Lessee.**

(a) Authorization. Lessee represents, warrants and covenants that (i) Lessee has been duly authorized to enter into this Lease by all necessary action and has received all necessary third party consents to enter into this Lease, and (ii) the execution, delivery and performance by Lessee under this Lease shall not result in or constitute a default by Lessee under any agreement to which it is a party.

(b) Maintenance and Repair. Lessee shall, at its sole cost and expense, maintain the EES in accordance with the PPA, and shall repair any damage to the Premises and Property which is caused by the EES or the acts of Lessee's employees, agents or contractors, ordinary wear and tear excepted. Lessee shall comply with all rules, regulations, ordinances and other laws applicable to the Premises; provided, however, in no event shall Lessee be required to construct, install or make any capital improvements to the Premises.

(c) Vegetation and Grazing. Lessee, at its sole cost and expense, shall be responsible for the maintenance of any vegetation planted by Lessee on the Premises. Any such vegetation shall be subject to the prior approval of Lessor, not to be unreasonably withheld.

(d) Taxes.

(i) During the Term of the Lease, Lessee shall pay all taxes and assessments levied or assessed against its personal or other property located on the Premises, including, without limitation the EES, and all other, taxes (including property tax increases specifically triggered by development and build out of the EES, and/or applicable “roll back” taxes), assessments or other public charges assessed or imposed by reason of the PPA or the conduct of Lessee’s business, including, but not limited to, sales and income taxes.

(ii) Upon Lessee's reasonable request, Lessor shall take such reasonable actions and do such things as necessary or desirable to facilitate any action by Lessee to contest any Tax Bill or the assessed value of the property on which they are levied, or to otherwise seek the abatement of Taxes applicable to the Premises, or to seek the separate assessment of the Premises as a distinct tax parcel if the Premises are included within a larger tax parcel. Lessee shall have the right, but not the obligation to pursue any such action. This subparagraph shall not apply to Sussex County, Virginia, but shall apply to any subsequent owner or lessee of the Property, the successor to Sussex County, Virginia, under assignment pursuant to Paragraph 12(b) hereof, or otherwise.

**10. Hazardous Materials.** Lessor represents and warrants that, to the best of Lessor’s knowledge (after due inquiry and investigation), there are no substances, chemicals or wastes, identified as hazardous, toxic or dangerous materials under any applicable law or regulation, present on, in or under the Property in violation of any applicable law or regulation. Lessor shall not introduce or use any hazardous, toxic or dangerous materials on, in or under the Property in violation of any applicable law or regulation. If Lessor becomes aware of any such hazardous, toxic or dangerous materials, Lessor shall promptly notify Lessee of the type and location of such materials in writing. Lessor agrees to assume full responsibility for (and protect, indemnify, hold harmless and defend Lessee against) any liability or cleanup obligations for any contamination or pollution or breach of environmental laws related to the Property, unless directly attributable to the actions of Lessee. Lessee shall not use, generate store, dispose of or cause to be released any hazardous materials from the Premises (or in connection with the operation or maintenance of the EES) in violation of applicable law or regulation. If, due to the actions of Lessee, hazardous materials are released, generated, stored, or disposed of in violation of applicable law or regulation, Lessee shall be solely responsible for any remediation required as a result thereof, unless directly attributable to the negligent actions of Lessor.

**11. Casualty or Condemnation.**

(a) In the event the Premises or Property is so damaged or destroyed so as to make the use of the Premises impractical as determined by Lessee, then, provided that Lessee is also terminating the PPA in connection with such damage or destruction, Lessee may elect to terminate this Lease

on not less than twenty (20) days' prior written notice to Lessor effective as of a date specified in such notice, and on the date so specified, this Lease shall expire as fully as if such date were the date set forth above for the expiration this Lease. If Lessee does not elect to terminate this Lease pursuant to the previous sentence, Lessor shall exercise commercially reasonable efforts to repair the damage to the Premises and return the Premises to its condition prior to such damage or destruction, except that Lessor shall in no event be required to repair, replace or restore any property of Lessee comprising part of the EES, which replacement or restoration shall be Lessee's responsibility pursuant to the terms of the PPA. Lessee, or its successor in interest, shall be entitled to 100% of any proceeds from casualty insurance policies maintained by Lessee.

(b) Lessee shall have the right but not the obligation to participate in any proceedings with respect to a Taking; in such event Lessor shall cooperate with Lessee to facilitate such participation. Neither Lessor nor Lessee shall enter voluntarily into any binding agreement or settlement related to a Taking without the prior consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) The proceeds of any Taking shall be apportioned as between Lessor and Lessee as follows: Lessor shall receive an amount equal to the fair market value of the Land subject to the Taking and calculated with reference to the value of the Land for agricultural use, but not the improvements constructed or placed by Lessee thereon, and Lessee shall receive such amounts as are necessary to compensate Lessee for the loss of use of the Premises so Taken, including any improvements constructed or placed by Lessee on the Land, and the loss or interruption of Lessee's business and the cost of any restoration or repair necessitated by such Taking, including consequential losses. If after giving effect to the foregoing there remain any un-apportioned proceeds, they will be equitably apportioned as between Lessor and Lessee. Notwithstanding the foregoing, however, in the event Tenant exercises its right to terminate this Lease under this Section 11, then Lessee shall first receive all condemnation proceeds until Lessee has received an amount equal to the appraised value of the System prior to the Taking.

## **12. Assignment.**

(a) Consent Required Generally. Except as provided in Paragraph 12(b), neither Party shall have the right to assign any of its rights, duties or obligations under this Lease without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, conditioned or delayed. Except as hereinafter provided, any assignee of a Party under this Lease shall be deemed to assume the obligations of the assignor, and therefore shall be bound by the terms of this Lease as if said Party was an initial party hereto, provided that any third party receiving a collateral assignment of this Lease for security shall not be required to assume the obligations of a Party under this Lease unless and until such third party succeeds to the interest of said Party under this Lease, in which case such party shall only be deemed to assume and be responsible for the obligations of a Party under this Lease for the period of its ownership of the interest so acquired.

(b) Transfers without Consent. Lessor may, in its sole discretion and without the consent of Lessee, but subject to Lessee's Right of First Refusal set forth hereinabove, assign any of its rights, duties or obligations under this Lease to a party to whom Lessor's fee simple interest or leasehold interest in the Property is being transferred; provided that Lessor shall give Lessee at least fifteen (15)

days' prior written notice of such transfer. Lessee may in its sole discretion and without the consent of Lessor, assign any of its rights, duties or obligations under this Lease (i) to one or more of its affiliates, including, without limitation, any special purpose entity formed to hold the EES, (ii) to one or more Financing Parties in connection with an assignment (collateral or otherwise), encumbrance, hypothecation, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) of all or any portion of its right, title or interest under this Lease and/or in the EES, (iii) to any person or entity succeeding to all or substantially all of the assets of Lessee at the Premises or Property, or (iv) to a successor entity in a merger or acquisition transaction.

(c) Financing Party. As used in this Lease, "Financing Party" shall mean any person or entity (a) providing senior or subordinated construction, interim or long-term debt or equity financing or refinancing to Lessee and/or its permitted assignees or affiliates for or in connection with the development, construction, purchase, installation or operation of the EES, whether that financing or refinancing takes the form of private debt, public debt or any other form (including debt financing or refinancing), including any equity and tax investor directly or indirectly providing financing or refinancing for the EES or purchasing equity ownership interests of Lessee and/or its permitted assignees or affiliates, and any trustee or agent acting on their behalf, (b) providing interest rate protection agreements to hedge any of the foregoing obligations and/or (c) participating in a leasing structure (including any sale leaseback or leveraged leasing structure) with respect to the EES.

### **13. Security for Removal of the EES.**

Lessee shall develop a plan for the removal of the EES at the termination of this Lease, as provided in Section 2 (b) hereof, together with an estimate of the cost thereof, and deliver such plan and estimate to the Lessor prior to approval of any building permits for the EES.

The costs of removal of the EES shall be secured by an adequate surety in a form agreed to by the Lessor's County Attorney, including but not limited to a letter of credit, cash or a guarantee by an investment grade entity, which shall be posted within thirty (30) days after the Initial Energy Delivery Date, and shall be in an amount no less than Two Hundred Thousand Dollars (\$200,000).

Commencing in year ten (10) of the Lease, the cost estimate for removal of the EES shall be updated every five (5) years from the initial estimate by an independent consultant retained by the Lessee and provided to the Lessor. The consultant shall be a professional engineer licensed in Virginia with expertise in the subject of decommissioning solar projects, and shall be subject to the Lessor's approval prior to being engaged by the Lessee, which such approval shall not be unreasonably withheld, conditioned or delayed. The consultant's reports will identify the cost of removal of the EES, taking into account any salvage value of the installed equipment. The surety amount will be increased or decreased based on such updated cost of removal, but the surety shall not be below the min

imum amount required by this Section. The Lessee shall be liable to the Lessor for any deficiency if the surety amount does not fully cover the costs of removal.

#### **14. Defaults and Remedies.**

(a) Default by Lessor. If Lessor fails to perform any of Lessor's obligations as defined in this Site Lease Agreement (and any failure to pay third-party obligations which result in mortgage defaults and/or property liens), an event of default has occurred (an "Event of Default"). Lessee shall give written Notice to Lessor of any Event of Default. If Lessor fails to perform its obligations hereunder, Lessor shall not be in default unless Lessor fails to perform such obligation within thirty (30) days after the receipt of written notice from Lessee specifying in detail Lessor's failure to perform. Upon the occurrence of an Event of Default, Lessee shall be entitled to exercise any and all remedies available to it at law or in equity, including the right to terminate this Lease. Such remedies shall include the right to demand specific performance by Lessor of obligations that have not been paid or performed as required hereunder, and to obtain (i) subrogation rights therefor and (ii) immediate reimbursement or rental payment deductions from Lessor for the actual, reasonable and verifiable out-of-pocket costs of such payment or performance. However, if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for its performance, in the written assessment of Lessee, Lessor shall not be in default hereunder if it shall commence such performance within such thirty (30) day period and thereafter diligently pursue the same in good faith to completion.

(b) Default by Lessee. If Lessee fails to perform its obligations hereunder, Lessee shall not be in default unless Lessee fails to perform such obligation within thirty (30) days after the receipt of written notice from Lessor specifying in detail Lessee's failure to perform. However, if the nature of Lessee's obligation is such that more than thirty (30) days are reasonably required for its performance, in the written assessment of Lessor, Lessee shall not be in default hereunder if it shall commence such performance within such thirty (30) day period and thereafter diligently pursue the same in good faith to completion. Such remedies shall include the Lessor's right to demand specific performance by Lessee of obligations that have not been paid or performed as required hereunder, and to obtain subrogation rights therefor. If Lessee fails to pursue zoning approvals as set out in section 3, Lessor may terminate this lease upon thirty (30) days' written notice to Lessee.

The obligations of Lessee under this agreement shall not constitute the personal obligations of the partners, directors, members, officers or shareholders of Lessee. Any recovery by Lessor shall be limited to Lessee's interest in the EES to the exclusion of any other assets of Lessee for satisfaction of any liability arising out of this agreement.

**15. Notices.** Any notice required or permitted to be given under this Lease shall be given in writing and shall be sent to the address of the Party as listed herein on the signature page, as may be updated by either Party upon written notice to the other Party within 5 days of any change. Notices shall be delivered by hand delivery, express courier, first class mail, facsimile or electronic mail (so long as a copy of such electronic mail notice is provided thereafter by hand delivery or express courier). Except as may otherwise be specified in this Lease, all notices, requests, statements, and other communications shall be deemed to have been duly given on (A) the date of

delivery if delivered by hand or by express courier, (B) the time stamp upon delivery if sent by electronic mail (provided, however, any notice time stamped after 5:00 p.m., Eastern time, shall be deemed received on the next day), (C) date of receipt of a time-stamped, legible copy thereof if sent by facsimile (provided, however, any notice time stamped after 5:00 p.m., Eastern time, shall be deemed received on the next day), (D) on the third day following service by registered or certified U.S. mail (postage prepaid, return receipt requested) or (E) the earlier of the dates set forth in clauses (A), (B), (C) and (D) if delivery is made by more than one of such means.

**16. Waiver.** The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

**17. No Third Party Beneficiaries.** This Lease is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a party hereto, other than Lessee's Lenders.

**18. Headings.** The headings in this Lease are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Lease.

**19. Choice of Law.** This Lease shall be construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.

**20. Binding Effect.** This Lease and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns.

**21. Counterparts.** This Lease may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or "pdf" signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Lease in any court or arbitration proceedings between the parties.

**22. Entire Agreement.** This Lease represents the full and complete agreement between the Parties with respect to the subject matter contained herein and supersedes all prior written or oral agreements between said parties with respect to said subject matter. In the event of any conflict between the provisions of this Lease and the provisions of the PPA, the provisions of the PPA shall govern and control. All exhibits attached to this Lease are incorporated into this Lease by this reference.

**23. Further Assurances.** Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent expressed herein. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Paragraph. After the mutual execution of this Lease by Lessor and Lessee, and before commencement of any construction, Lessor shall execute and deliver a memorandum of this Lease in the form attached hereto as Exhibit B for recording in the title records of the county where the Premises are located or other applicable government office.

**24. Provisions Benefiting Lessee's Lenders.** Each financing-transaction assignee of Lessee (a "Lessee's Lender") shall have the express benefit of the provisions set forth on Exhibit C attached hereto.

**25. Estoppel.** Either Party hereto, without charge, within ten (10) business days after receipt of a written request by the other Party hereto, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other person, firm or corporation specified by such requesting Party: (i) that this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or to the knowledge of any such Party, there are any offsets or defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Lease and, if so, specifying the same and also whether or not to the knowledge of such Party the other Party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by a Party hereto. The recipient of such instrument may reasonably rely upon any written instrument given hereunder, except to the extent the recipient has actual knowledge of facts contained in the certificate.

**26. Dispute Resolution.**

*This contract contains a mediation provision, which affects your legal rights and may be enforced by the parties. Lessor and Lessee agree that, by entering into this Agreement, both are waiving the right to a trial by jury or to participate in a class action. This provision is to be interpreted broadly and applies to claims that may arise after the termination or expiration of this agreement.*

Mediation. Any claim, controversy or dispute between the parties arising out of or relating to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this agreement, shall first be resolved through mediation. Mediation shall be in accordance with the then effective rules of (and by filing a claim with) the Judicial Arbitration and Mediation Services, Inc. (JAMS). The parties agree that the forum for mediation will be the Commonwealth of Virginia to the exclusion of all others. In the event the mediation is unable to resolve the dispute, the parties are free to pursue resolution in a court of competent jurisdiction within the Commonwealth of Virginia.

**27. Legal Fees.** Subject to the terms of Paragraph 26, the prevailing party in any litigation arising out of or relating to this Lease shall be entitled to an award of its reasonable attorneys' fees and costs.

**28. Brokerage Commission.** Except as pursuant to a separate agreement between Lessee and Lessee's broker, if any, Lessor and Lessee each represent and warrant to the other that they have not dealt with any real estate agent or broker in connection with this transaction. Lessor and Lessee each hereby indemnify and save the other harmless from and against all losses, costs and expenses incurred by reason of a breach of such representation and warranty.

**29. Confidentiality.** (i) Lessor agrees to hold all confidential information of Lessee, including, without limitation, the terms of this Lease, in strict confidence, and will not disclose same to any person, other than as required by applicable law, rule, or regulation. Lessor acknowledges and stipulates that Lessee may suffer irreparable harm in the event of a breach of this confidentiality agreement, for which Lessee has no adequate remedy at law. Therefore, in addition to all other remedies available pursuant to the terms of this Lease or at law, Lessee shall have the right to obtain immediate injunctive or other equitable relief upon a breach of this confidentiality agreement by Lessor, without the necessity of giving any notice of such default or opportunity to cure the same.

(ii) The Parties recognize that Sussex County, Virginia, a political subdivision of the Commonwealth of Virginia, is subject to the provisions of the Virginia Freedom of Information Act. Should Lessor be required to disclose any of Lessee's information, Lessor shall first give Lessee sufficient advance notice in writing to permit Lessee either to (a) challenge the requirement of disclosure and/or (b) redact key proprietary information prior to disclosure.

*[signatures on following page]*

IN WITNESS WHEREOF, the Parties have executed this Lease on the day and year first above written.

“Lessor”

Sussex County, VA

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

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

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

“Lessee”

Sussex Solar, LLC,

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

Name: Reginald Parker

Title: Manager

Address: \_\_\_\_\_

\_\_\_\_\_

Email: sussex@510nano.com

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

**EXHIBIT A**

Sussex Solar LLC is located on 14493 Robinson Road, Sussex, VA 23884. The site is found 2,588 feet South by South East of the intersection of Virginia State Route 40 and Virginia State Route 632. The site's geolocation is: (36.920948, -77.224435).



## EXHIBIT C

### Provisions Benefiting Lender

(a) Lessor agrees to provide written notice to Lender, provided that Lessor shall have previously received written notice of Lender's designated address, of any act or event of default of Lessee under the Lease of which Lessor has knowledge that would entitle Lessor to cancel, terminate, annul, or modify the Lease or dispossess or evict Lessee from the Premises or otherwise proceed with enforcement remedies against Lessee, and Lender shall have the same amount of time as Lessee, but at least ten (10) days with respect to any monetary default and at least thirty (30) days with respect to any non-monetary default, to cure any default by Lessee under the Lease; provided that in no event shall Lender be obligated to cure any such default.

(b) Subject to the terms and conditions hereof, Lessor hereby subordinates any lien it may have in and to the System and other property owned by Lessee that is or may from time to time hereafter be located at the Premises in connection with the construction, installation, operation, maintenance and/or repair of the System, and to which Lessee has granted or will grant a security interest to Lender (all such property and the records relating thereto shall be hereafter called the "**Collateral**") to the lien of Lender; provided, however, that this subordination shall not prevent Lessor from exercising any right or remedy against Lessee to which Lessor may be entitled under the terms of the Lease or as may be provided by applicable law; nor shall it prevent Lessor from realizing upon any lien it may have on any property of Lessee, including the Collateral, so long as Lessor recognizes Lender's prior right to the Collateral described above. Lessor recognizes and acknowledges that any claim or claims ("**Claims**") that Lender has or may have against such Collateral by virtue of any lien or security interest, are superior to any lien, security interest, or claim of any nature that Lessor now has or may hereafter have to such Collateral by statute, agreement or otherwise. The subordination provided for herein shall be effective until the discharge of the Claims. Lessor further agrees to notify any purchaser of the Premises, and any subsequent mortgagee or other encumbrance holder, of the existence of the foregoing waiver of Lessor's lien, which shall be binding upon the executors, administrators, successors and transferees of Lessor, and shall inure to the benefit of the successors and assigns of Lender. Lessor agrees to execute such documents as may be required by Lender to evidence the foregoing subordination and to obtain similar executed documents from any third party who now has or obtains in the future an interest in the Site or the Premises, including any lenders to Lessor.

(c) Lessor consents to Lender's security interest in the Collateral and waives all right of levy for rent and all claims and demands of every kind against the Collateral, such waiver to continue so long as any sum remains owing from Lessee to the Lender. Lessor agrees that the Collateral shall not be subject to distraint or execution by, or to any claim of, Lessor.

(d) Lessor hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain or otherwise prevent Lender from the Premises and the Site for the purpose of inspecting the Collateral, and agrees that Lender may access the Premises through the Site to inspect the Collateral all of which is subject to compliance with the General Conditions.

**BOARD ACTION FORM**

**Agenda Item:** Action Item #6.02

**Subject:** Blackwater Regional Library

**Board Meeting Date:** February 16 2017

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**Summary:** This item was tabled from the January 19, 2017 Board meeting. Blackwater Regional Library had requested an extra \$865.45 to cover the hours that there was no funding to pay for the next five (5) now four (4) months—until June 30, 2017. However, during discussions there were several items of concern.

**Attachments (if any):** Draft Letter to Ms. Bailey from Board of Supervisors  
Letter from Blackwater Regional Library, dated December 21, 2016

=====

**ACTION:** That the Board approves letter to be sent Ms. Jenny Bailey, Director of the Blackwater Regional Library.

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Blowe	___	___	Seward	___	___
Fly	___	___	Stringfield	___	___
Futrell	___	___	Tyler	___	___

Ms. Jennie Bailey  
Director  
Blackwater Regional Library  
22511 Main Street  
Courtland, Virginia 23837

Dear Ms. Bailey,

Thank you for speaking to the Sussex County Board of Supervisors at our January 2017 meeting. We tabled taking action on your request last month, and we would offer the following items for your consideration as we work to resolve the matters you brought before the Board in preparing to take action at a future date.

We were very surprised and concerned to hear that an assault occurred at the Wakefield library, and even more surprised and concerned that law enforcement was not called to address the incident. The safety of library staff and patrons is paramount, and we ask that in the future, law enforcement be called in ANY instances of assault.

As to the staffing of the Wakefield and Waverly branches, we request that the hours of operation be split EVENLY between the two towns. While your numbers may show slightly heavier traffic in Waverly, the towns are only seven miles apart. Favoring one community over the other may make sense internally to the system, but it has not been well received by the public or by this Board.

Finally, we would ask that you reconsider the utilization of library volunteers. While you made the point that using volunteers somehow minimizes the professional library staff, we all must understand that resources are limited. If public safety is truly an issue, then the old adage “there is safety in numbers” would point to the use of volunteers to ensure there are at least two people in the library at all times to help ensure everyone’s well-being. Certainly, volunteers could be used during the morning opening and evening closing hours to have more than one person in the library when money is being counted.

We encourage you to take our concerns into consideration and work to address them in a way that best serves the citizens and patrons of the Wakefield and Waverly libraries going forward. We would also request that the issues we have raised in this letter be addressed in your budget requests for the upcoming fiscal year.

Sincerely,

Sussex County Board of Supervisors



December 21, 2016

The Honorable Board of Supervisors, Sussex County Virginia

Dear members of the Sussex Board of Supervisors,

The Blackwater Board of Trustees recently voted on an action to provide more staff coverage to all Sussex libraries, to include ensuring two staff members are in each library during their operating hours, that scheduled staff would be able to arrive to work before the branch opens to the public, and leave a few minutes after the last patron leaves. The Sussex branches were, at the time of this most recent action, the only "medium sized" library locations within Blackwater Regional Library to have multiple regularly scheduled shifts where staff was alone in the library.

The schedule adhered to, prior to January 3<sup>rd</sup>, 2017, was sustained in part to Branch Manager, Laurie Latham, being a full-time exempt staff member. Due to new federal regulations, the salary cap for exempt employees has been raised, therefore eliminating the Sussex Branch Manager, as well as many other Blackwater Regional Library employees, from exempt status. The hours our managers work must be carefully monitored to ensure they do not work over their planned shifts, which does not allow us the flexibility we once had in all library scheduling.

There is also a concern over safety of both the citizens of the Sussex community and library staff members who often work alone, at night. Multiple break-ins have occurred at our Sussex locations, which has done little to calm the fears of staff working alone.

The new schedule allows for a great deal more freedom for staff to assist the public, as well as open and close the branches securely. Unfortunately, the allotted hours from Sussex were too few to keep all locations open their regular schedules. The increase in coverage mandated by Blackwater Regional Library would equal to approximately 30 more staff hours per week, or 120 hours per month. To prevent this cost being shifted over to Sussex County taxpayers, the Blackwater Board of Trustees decided to trim back existing operational hours to fit the current hours of Sussex County library staff.

Even after the cuts to hours at our Wakefield location, there are a few hours left per month that we do not have the funding to pay for. During your January meeting, I wish to ask for an extra \$865.45 to cover these hours for the next 5 months, until June 30, 2017. We would then ask for the Sussex Board of Supervisors to provide a supplement to the FY 17-18 budget of \$2077.08. It is worth noting that the percentage of Sussex's contribution had a steep decline for the FY 17-18, and will be \$15,984 less than FY 16-17.

I look forward to answering any questions or concerns you may have regarding this, or any other matter.

With kindest regards,

Jenny Bailey  
Director  
Blackwater Regional Library

Walter Cecil Rawls Library  
22511 Main Street, Courtland, VA 23837  
www.blackwaterlib.org

**BOARD ACTION FORM**

**Agenda Item:** Action Item #6.03

**Subject:** Town of Stony Creek Park

**Board Meeting Date:** February 16 2017

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**Summary:** At the January 19, 2017 Board meeting, the Stony Creek Town Council offered \$5,000.00 for the purchase of the Town park. Staff was instructed to draft a deed with restrictions for consideration of the sale of the Town of Stony Creek Park.

**Attachments (if any):** Draft Copy of Contract for Sale of the Town of Stony Creek Park  
Letter from Mr. Rex Davis, dated

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**ACTION:** That the Board authorizes the county administrator to execute the deed/contract for sale of the Stony Creek Town Park in the amount of \$5,000.00.

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Blowe	___	___	Seward	___	___
Fly	___	___	Stringfield	___	___
Futrell	___	___	Tyler	___	___

CONTRACT FOR SALE OF REAL PROPERTY

THIS CONTRACT, dated this \_\_\_\_\_, 2017, by and between the County of Sussex, Virginia, Seller, and the Town of Stony Creek, Buyer,

WITNESSETH

That the Seller agrees to sell, and the Buyer agrees to purchase, that certain parcel of real property, located within the Town of Stony Creek, County of Sussex, Virginia, comprising five (5) acres, more or less, and more particularly described as the Stony Creek Park, delineated on the tax map of the County of Sussex as parcel number 61A1-A-66;

That the purchase price for said parcel of real property shall be \$5,000.00;

That the conveyance from the Seller to the Buyer shall be with Special Warranty of Title, and subject to all easements, liens, and other encumbrances existing on the property as of the date of conveyance;

That the Buyer shall hold such real property subject to a reversionary clause in the deed transferring title to the real property from the Seller to the Buyer, in favor of the Seller, which reversionary clause shall provide that, for a period of twenty (20) years from the date of the deed transferring title to the real property from the Seller to the Buyer, the Buyer shall maintain a minimum of four (4) acres of the property as a public park, and may use the remainder of the real property for construction, maintenance, and operation of buildings dedicated to public safety and administration, and that in the event that, at any time within the period of twenty (20) years from the date of the deed transferring title to the real property from the Seller to the Buyer the real property shall be dedicated to any other use whatsoever, the real property, together with any improvements or fixtures located thereon, shall revert to the ownership and possession of the Seller.

For the County of Sussex, Virginia:

\_\_\_\_\_

\_\_\_\_\_

Title

For the Town of Stony Creek, County of Sussex, Virginia:

\_\_\_\_\_

\_\_\_\_\_

Title



Phone: (434) 246-2600

Fax: (434) 246-5308

P.O. Drawer C  
11042 Blue Star Hwy.  
Stony Creek, VA 23882

To: Chairman Susan Seward

From: Rex Davis / Davis Oil Company

Subject: Stony Creek Park

Dear Ms. Seward,

Davis Oil Company is excited to hear that the County of Sussex will sell to the Town of Stony Creek the County property known as the Stony Creek Park.

Talking with the leadership of the Town of Stony Creek, we at Davis Oil Company are excited about the development plans the Town has for the park and the positive influence these plans will have on the County of Sussex and the citizens of the Stony Creek Community.

The acquisition of the park will allow the Town to host cultural events that will benefit the citizens and businesses in Sussex County and will serve as a catalyst for growth and revitalization of the Stony Creek Community.

As life-long community partners of Sussex County and the Town of Stony Creek, Davis Oil Company is pleased to once again to partner with the Town of Stony Creek and the County of Sussex to help develop the Stony Creek Park through our Community Outreach Programs.

The Town of Stony Creek has identified the need for an improved park and the need for a new Community Safety Building to house the Rescue Squad, Fire Department, and a Satellite Office for the Sussex County Sheriff's Department.

To help the citizens of Stony Creek obtain these goals, Davis Oil Company is proud to offer the following to the Town of Stony Creek:

- 1.) Davis Oil Company will donate \$30,000.00 dollars to the building of the new Public Safety Building.
- 2.) Davis Oil Company is pleased to offer an additional \$20,000.00 dollars in matching funds as the citizens make their donations towards the park program.
- 3.) Davis Oil Company will use its corporate contacts and Davis Oil Company staff to help raise additional funds for the Public Safety Building.

With Sussex County supporting the project by selling the park property to the Town for \$5,000.00 dollars, the support of the citizens of Stony Creek and the partnerships between the Town of Stony Creek and Davis Oil Company along with other members of the business community, a new and exciting future for the citizens of Sussex County and the Town of Stony Creek will begin.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Rex Davis". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

J. Rex Davis  
President, Davis Oil Company

**BOARD ACTION FORM**

**Agenda Item:** Action Item #6.04

**Subject:** County Attorney Contract Renewal

**Board Meeting Date:** February 16 2017

=====  
**Summary:** Woodley & Flynn’s contract to serve as county attorney ends March 31, 2017. It is proposed that the contract be extended through June 30, 2018, with the fiscal 2018 section of the work subject to appropriation in the County’s 2018 budget.

The monthly cost of the contract would remain the current contract price of \$6,250.00 per month.

**Attachments (if any):**

=====

**ACTION:** That the Board approves Woodley & Flynn’s contract to be extended through June 30, 2018 with the fiscal 2018 section of the work subject to appropriation in the County’s 2018 budget in which the monthly cost of the contract would remain the current contract price of \$6,250.00 per month.

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Blowe	___	___	Seward	___	___
Fly	___	___	Stringfield	___	___
Futrell	___	___	Tyler	___	___

# Atlantic Waste Disposal

February 16, 2017  
Monthly Report

AGENDA ITEM #7.01  
Reports of Departments/Agencies  
Atlantic Waste Disposal Update

---

Mr. Jason Williams, Senior District Manager (Atlantic Waste Disposal), will give a monthly update on Atlantic Waste Disposal at the Board meeting.



# Animal Services – Public Safety

January 2017

Monthly Report



OFFICE OF PUBLIC SAFETY  
EDDIE T. VICK  
PUBLIC SAFETY COORDINATOR  
(434) 246-1044 – FAX (434) 246-6013  
EMAIL: ETVICK@SUSSEXCOUNTYVA.GOV



COUNTY OF SUSSEX, VIRGINIA  
POST OFFICE BOX 1397  
15080 COURTHOUSE ROAD  
SUSSEX, VIRGINIA 23884

February 6, 2017

TO: VANDY JONES, INTERIM COUNTY ADMINISTRATOR  
FROM: EDDIE T. VICK, PUBLIC SAFETY COORDINATOR  
SUBJECT: January 2017 MONTHLY REPORT

Enclosed is the January 2017 monthly report.

**Radio System (New):** The weekly conference calls are continuing with the radio vendor (Harris) about the project. We are continuing to install as much of the hardware for the radio system as possible. This includes microwave dishes, wiring, brackets and other related hardware. The current plan is to get all of the other transmitting sites ready for service while we wait for the environmental study and engineer drawings for the courthouse tower. We are looking at all potential options to ensure some reliable coverage until we can cut over onto the new completed system. We have met to discuss these options but are waiting on a cost from Harris.

Our radio consultants has been reviewing some options on tower types per our request. After Harris conducted a site survey with their engineers in reference to the "Guy tower", many question arose about if this type of tower was the most costly effective choice. Since this type of tower has a very large footprint, much future maintenance on the guy wire tensioning and multiple foundations to support the structure, we asked our consults to review this data and create a report for us detailing the best option. We are continuing to gather data into this process.

**Radio System (OLD):** Our radio vendor has been able to continue to keep our current radio system up but, I want to caution you that this system has reached its last phase of usefulness. The parts (cards) that we once could send back for repairs can no longer be repaired. Any failure in the future will result in a loss of part of the system or worse, all of the system. I ask that we continue to move quickly without delay on installing the new system. We have gone way beyond the life expectancy of the current system. A failure will result in catastrophic consequences without any quick fix.

**Demolition of Old Animal Shelter:** Waste Management has delivered two roll off boxes so we can start the demolition of the old Animal Shelter. We will have to work around the winter weather to complete this project.

**Animal Services Monthly Report:** Attached is the January 2017 Monthly Report. As you can see, we are attempting to adopt, rescue and return as many animals as possible.

This month, sixteen (16) canines were rescued, five (5) canine was adopted and, two (2) canines were returned to owner. Two (2) canines were fostered this month. Three (3) Felines were rescued and one (1) was foster in January. One (1) canine was euthanized due to its medical condition after a medical evaluation by our veterinary.

**Daily Operation Data:** Attached in the monthly daily operations data. The data shows the various task and functions preforms by the Officers daily. Please read the description for each category for a better understanding and the hours spent each month.

**Administration:** The Administration category is very broad and includes the officer's paperwork, time at the County Administration Office and taking moneys collected to the Treasurer's Office. Each animal that is picked-up and received at the shelter must have a report and paperwork throughout it's time there. This category also includes coping files, printing photographs for cases and court cases and written reports. **Total for January (23.5 Hours)**

**Patrol:** Each Officer is required to patrol a designated area of the County each month. They are looking for stray animals, code violations, and animal welfare checks and ensure the citizens have their County Licenses and Rabies shots just to mention a few task. **Total for January ( 78 Hours)**

**Complaints:** These are calls given to the Officers by the Dispatch Center or received from citizens by phone or word of mouth. **Total for January ( 52.5 Hours)**

**Welfare Checks:** These are either response from phone calls and/or while on patrol. These times are recorded since we need to understand how many hours are spent on this task. **Total for January ( 5 Hours)**

**Rabies/License Check:** While on Patrol or on-duty, if an animal, pen, kennel and/or evidence that an animal is present; the Officer will check to ensure the owner of the animals has their County License and their Rabies shots are current. **Total for January (1 Hours)**

**Phone Call/In/Out:** During their daily task, the Officers receive and return phone calls throughout the day. These could include communications with the staff members, answering questions for the citizens and addressing concerns, just to list a few examples. **Total in January (5.5 Hours)**

**Investigation:** While answering complaints and/or on patrol, the Officers may come across different situations such as animal cruelty, lack of care for the animals, neglect and lack of medical attention, improper care of the animals to list a few examples. The Officer will investigate the case to gather the facts, interview witnesses, communicate with the animal owner or caregiver, take photos to record the scene and gather evidence to present to the courts if needed. The Officer may have to return multiple times to gather the needed information. **Total in January (0 Hours)**

**Follow up Visit:** While on Patrol or addressing a complaint, if an Officer identifies a code violation with an animal, the Officer will attempt to work with the owner/caregiver to resolve the issue through education provide the code section information and explain the violation and possible way to resolve the problem. The owner will be given 10 days to resolve the issue unless they have been cited for the same violation before or it is a safety, health and/or animal Welfare issue. In these listed cases, a follow-up visit is required to ensure compliance on the identified issue. **Total in January (7 Hours)**

**Summons:** Whenever a code can't be resolved through education, information provided, working with the animal owner and other related examples, a summons will be given as a last result. In cases where the animal owner has been warned once before about an issue, cases of animal cruelty and neglect, not getting a county licenses/rabies shots and other related examples, a summons shall be issued. **Total in January (0 Hours)**

**After Hour Cases:** Since emergency animal complaints and bites occur all the time, the Officers will be required to respond to such emergency after hours and on weekends. **Total in January ( 13.5 Hours)**

**Training:** Each Officer is required to attend in-service hour each two (2) years. Also, the division provides training in-house during the month and also during our monthly staff meetings. **Total in January (10.5 Hours)**

**Rabies Clinic:** The Officers assist the veterinarian with rabies vaccinations. Several times a year, a local rabies vaccination clinic is held throughout the county to reduce the normal cost to the citizens. **Total in January (10 Hours)**

**Equipment/Shelter Maintenance:** The Officers provide maintenance on the shelter, traps; vehicles (wash and disinfect vehicles) and grounds whenever possible. This reduces the cost of operations and down time waiting on an outside vendor to respond to the request. **Total in January (2 Hours)**

**Veterinarian:** Our Officers from time to time must carry animals from the shelter to our veterinarian for medical reasons, injuries, medical treatment and other related issues. **Total in January (4 Hours)**

**Landfill:** Great strives are being made to reduce the number of Euthanized animals at our shelter. However, from time to time an animal may die within the shelter; an animal may have to be euthanized due to aggression, deemed dangerous by the courts and other related examples. In such rare cases, the animals must be properly disposed of at the county landfill. The shelter does have a large freezer to store the animals to avoid numerous trips each month. **Total in January (1 Hour)**

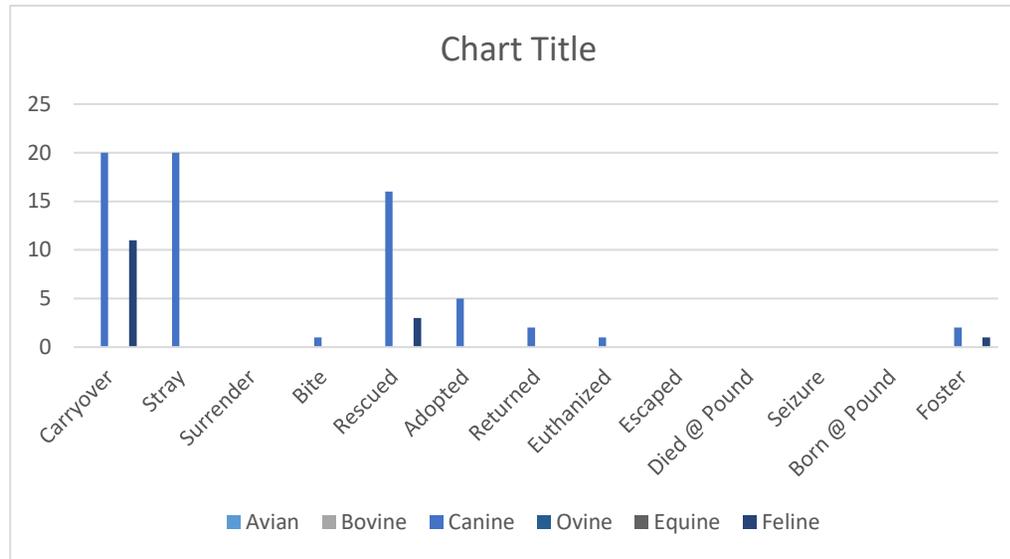
**Court:** In cases where the Officers attempt to resolve the animal code related issues fails, the animal owner/caretaker shall be issued a Summons to appear in court. **Total in January (0 Hours)**

**Kennel Inspections:** Each week the Officers make kennel inspections within our shelter. They are looking for cleanliness, missing screws and/or hardware, sharp objects that could cut or injure the animals and/or possible safety and/or injury potentials to the staff and animals. **Total in January (1 Hour)**

**Canine Shots:** Whenever needed, the Officers will provide shots to the canines within the shelter. This is based on the number of canines in the shelter. **Total in January (3 Hours)**

**Shelter Related:** The Officers provide support to the pound attendants and the Adoption/Rescue Coordinator at the shelter. This includes but not limited to animal transports, animal feed from the storage bins to the shelter, transfer cleaning chemicals from the outside building to inside the shelter and many other related issues as an example. **Total in January (41 Hours)**

## Sussex County Animal Control Monthly Intake Report January 2016



	Carryover	Stray	Surrender	Bite	Rescued	Adopted	Returned	Euthanized	Escaped	Died @ Pound	Seizure	Born @ Pound	Foster
<b>Avian</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Bovine</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Canine</b>	20	20	0	1	16	5	2	1	0	0	0	0	2
<b>Ovine</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Equine</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Feline</b>	11	0	0	0	3	0	0	0	0	0	0	0	1

<b>ACTIVE CASES</b>	<b>CANINE</b>	<b>19</b>	<b>FELINE</b>	<b>8</b>	<b>EQUINE</b>	<b>0</b>	Bovine	<b>0</b>	Ovine	<b>0</b>
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<b>CALLS:</b>	<b>26</b>	Disptach
<b>CALLS:</b>	<b>18</b>	In-House
<b>TOTALS</b>	<b>44</b>	Calls
<b>MILEAGE</b>		
<b>UNIT 5</b>	<b>2,318</b>	Diesel
<b>UNIT 6</b>	<b>1,747.00</b>	Gas
<b>UNIT 7</b>	<b>791.00</b>	Gas
<b>TOTALS</b>	<b>4,856.00</b>	
<b>SUMMONS</b>	<b>0</b>	

Note: 18 - 17012401 canine "Jasper euthanized for severe dehydrated/malnourish

Month: January 2017

Date	Admin	Patrol	Complaints	Welfare Check	Rabies/Lic Check	Phone Calls In/Out	Invest	Follow up visit	Summons	After Duty Cases	Training	Rabies Clinic	Equip/Shelter Maint.	Vet	Landfill	Court	Kennel Inspect.	Canine Shots	Shelter Related
1																			
2																			6
3	1	2						3.5											1.5
4	2	1	3			1													1
5		2	2																4
6		3.5	1.5	1				1											1
7																			
8																			
9	16A																		
10	4A																		
	2	5.5	3							0.5									2
11	5.5	6		1		0.5								2					1
12	1	6	3														1		5
13	16H																		
14										3									
15																			
16	16H																		
17		4	2																2
18																			4
19		7	3											1	1			1	3
20	2	5.5	3		1	0.5												1	3.5
21										4									
22																			
23	1	5.5	6.5	1		0.5													1
24	0.5	7.5	5	1		0.5													2
25		6.5	5			0.5							2						2
26	2	7.5	3.5					1										1	1
27		4	5	1		1					8			1					
28										6		10							
29																			
30	3	2	3																
31	3.5	2.5	4			1		1.5			2.5								1
Total	23.5	78	52.5	5	1	5.5	0	7	0	13.5	10.5	10	2	4	1	0	1	3	41

Canines/Felines Rescued or Transferred  
January 2017

Total of 16 Canines

Total of **3** Felines

Intake Number	Name	Rescue Orginazation/Animal Shelter
190 - 16080402	Cameron	HAPPE Inc., 6802 Paragon Pl Ste 300, Richmond, VA 23230
233 - 16111601	Tiger	Operation Paws for Homes, PO Box 90813, Alexandria, VA 22309
234 - 16111602	Mindy	Operation Paws for Homes, PO Box 90813, Alexandria, VA 22309
238 - 16112101	Tootise	Operation Paws for Homes, PO Box 90813, Alexandria, VA 22309
253 - 16122001	Eleanor	AARF, PO Box 15262, Richmond, VA 23227
1 - 17010401	Molly	K-9 New Life Inc., PO Box 6427, Va. Beach, VA 23456
3 - 17010601	Boomer	HAPPE Inc., 6802 Paragon Pl Ste 300, Richmond, VA 23230
6 - 17011201	Trooper	Lab Rescue of Richmond, 5601 Bloomingdale Ave., Richmond, VA 23228
7 - 17011701	Dixie	Rescue for North Bay Beagles, 2522 Tachevah Dr., Santa Rosa, CA 95405
8 - 17011702	Frisco	Beagle Rescue Education and Welfare, 15722 Vista Dr., Dumfries, VA 22025
9 - 17011703	Gator	Beagle Rescue Education and Welfare, 15722 Vista Dr., Dumfries, VA 22025
10 - 17011704	Hope	Beagle Rescue Education and Welfare, 15722 Vista Dr., Dumfries, VA 22025
11 - 17011801	Storm	Hickory Hill K-9 Rescue Inc., PO Box 1505, Ashland, VA 23005
12 - 17012101	Shaggy	Animal Adoption & Rescue Foundation, PO Box 15262, Richmond, VA 23227
15 - 17012303	Frankie	Animal Adoption & Rescue Foundation, PO Box 15262, Richmond, VA 23227
16 - 17012304	Ginger	Animal Adoption & Rescue Foundation, PO Box 15262, Richmond, VA 23227
33 - 16062102	Chole	St. Francis Humane Assoc., 3620 Luckylee Crescent, Richmond, VA 23234
36 - 16070101	Tigress	St. Francis Humane Assoc., 3620 Luckylee Crescent, Richmond, VA 23234
48 - 16101203	JoJo	St. Francis Humane Assoc., 3620 Luckylee Crescent, Richmond, VA 23234

# SUSSEX COUNTY

## FINANCIAL STATEMENTS

SUBMITTED BY SUSSEX COUNTY TREASURER'S OFFICE

### JANUARY 31, 2017

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**TREASURER'S OFFICE**

ONNIE L. WOODRUFF  
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 January 31, 2017.

**BB&T #201- SUSSEX, VA**

Bank Balance - Money Market Checking-----	\$7,731,363.36	
Plus Cr Card Chg - Dec 2016 - in bank, not in office-----JE---	824.64	
Plus Bank Svc Chg - Dec 2016 - in bank, not in office---JE---	539.78	
Plus NSF Check-----		
Plus Deposits in Transit - in office, not in bank-----		
Plus Cr Card Deposits in Transit - in office, not in bank-----	1,879.48	
Less Outstanding Checks not cleared bank-----	(561,522.33)	
Less Deposits in Transit - in bank, not in office-----	(1,698.15)	
Less Cr Card Deposits in Transit - in bank, not in office-----		\$7,171,386.78

**BSV #301- STONY CREEK, VA**

Bank Balance-----	\$913,120.75	
Plus Bank Svc Chg - Dec 2016 - in office, not in bank-----		
Less Deposits in Transit - in bank, not in office-----		
Less Deposits in Transit - int earned, in bank, not in office---	(34.90)	913,085.85

**EVB #401- WAVERLY, VA**

Bank Balance-----	\$257,443.87	
Less Deposits in Transit - in bank, not in office-----		
Less Deposits in Transit - int earned, in bank, not in office---	( 11.28)	257,432.59
Investments and CD's-----		
#30342048 - EVB #451		\$2,210,398.24

**QZAB -05 #701** Investment Balance----- 724,820.81

**QZAB -06 #702** Investment Balance----- 1,222,346.58

**LGIP INVESTMENT #803** Investment Balance----- 2,083,547.59

TOTAL IN BANKS REC W/GL----- \$14,583,018.44

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:

*Onnie L. Woodruff*  
Onnie L. Woodruff, Treasurer

kbe

**BALANCE SHEET - COMPARATIVE PERIODS**  
2013/07 - 2017/01

FUND #-999 TREASURER'S ACCOUNTABILITY FUND  
GL070C

MAJOR#	DESCRIPTION	FY/2014 Bal. Sheet 2013/07 Thru 2014/01	FY/2015 Bal. Sheet 2014/07 Thru 2015/01	FY/2016 Bal. Sheet 2015/07 Thru 2016/01	FY/2017 Bal. Sheet 2016/07 Thru 2017/01
000000-0000	TREASURER'S ACCOUNTABILITY FUND	.00	.00	.00	.00
	TREASURER'S ACCOUNTABILITY FUND	.00	.00	.00	.00
000100-0000	ASSETS	.00	.00	.00	.00
000100-0101	Cash in Office - Treasurer	600.00	600.00	600.00	600.00
000100-0201	BB&T - MM Checking	5,971,603.65	3,859,699.90	5,380,249.81	7,171,386.78
000100-0251	BB&T - CD's	.00	.00	.00	.00
000100-0252	BB&T - Repos	.00	.00	.00	.00
000100-0301	BSV - MM Checking	234,956.04	434,674.72	1,044,333.23	913,085.85
000100-0351	BSV - CD's	.00	.00	.00	.00
000100-0352	BSV - Repos	.00	.00	.00	.00
000100-0401	BSS - MM Checking	322,661.27	212,808.58	261,001.16	257,432.59
000100-0451	BSS - CD's	7,124,434.44	6,116,448.12	6,127,325.28	2,210,398.24
000100-0452	BSS - Repos	.00	.00	.00	.00
000100-0701	Bank of America QZAB Acct	507,814.58	578,408.75	649,486.40	724,820.81
000100-0702	Bk of America QZAB 06 Escrow	824,501.10	953,939.21	1,084,263.26	1,222,346.58
000100-0803	LGIP - Investments	5,057,590.99	6,560,910.87	2,066,343.03	2,083,547.59
000100-0805	Mentor Snap - VPSA Bond Proceeds	.00	.00	.00	.00
000100-0806	Va.Snap/PFM-VPSA Int. Acct	.00	.00	.00	.00
000100-0901	NSF Checks	551.53	592.06	343.75	1,419.75
	ASSETS	20,044,713.60	18,718,082.21	16,613,945.92	14,585,038.19
	<b>TOTAL ASSETS</b>	<b>20,044,713.60</b>	<b>18,718,082.21</b>	<b>16,613,945.92</b>	<b>14,585,038.19</b>
000300-0000	FUND EQUITY	.00	.00	.00	.00
000300-0100	General Fund	9,553,133.93-	8,741,245.40-	7,927,613.09-	7,274,908.82-
000300-0105	VPA Fund	7,474.05-	.00	.00	.00
000300-0110	CSA Fund	76,855.71	102,232.34	115,314.00	49,587.39
000300-0115	BJA Trust Fund	.00	.00	.00	.00
000300-0120	IPR Loan Program Fund	9,660.58-	.00	.00	.00
000300-0121	IPR Program Income Fund (11/02)	39,206.11-	47,815.64-	42,096.08-	43,561.52-
000300-0122	Disaster Recovery Relief Fund	.00	.00	.00	.00
000300-0123	CDBG Housing Program	41,733.66-	45,582.66-	51,597.99-	55,313.99-
000300-0124	Sussex Gardens Proj FD (Revl FD)	.00	.00	.00	.00
000300-0125	Drug Forfeiture Fund	25,779.26-	16,548.05-	12,542.57-	9,225.37-
000300-0135	Reserve for CP and DS	6,507,477.12-	7,395,442.13-	2,911,221.65-	3,576,635.02-
000300-0140	Criminal Justice Reserve Fund	.00	.00	.00	.00
000300-0201	Law Library Fund	26,150.56-	26,543.48-	27,105.13-	27,605.30-
000300-0251	School Fund	.00	.00	.00	.00
000300-0252	School Food Services Fund	32,746.61-	46,184.46-	6,699.70	14,752.49
000300-0253	Summer Food Service Fund	2,374.73-	4,459.41-	8,829.25-	7,153.51-
000300-0254	Title and Grant fund	159,619.15-	138,061.75-	185,617.66-	55,295.93-
000300-0255	School Textbook Fund	6,826.07-	70,591.81-	73,569.12-	177,208.33-
000300-0256	Smart Beg.Early Childhood Dev	221.09	.00	.00	.00

**BALANCE SHEET - COMPARATIVE PERIODS**

2013/07 - 2017/01

**FUND #-999 TREASURER'S ACCOUNTABILITY FUND**

GL070C

MAJOR#	DESCRIPTION	FY/2014 Bal. Sheet 2013/07 Thru 2014/01	FY/2015 Bal. Sheet 2014/07 Thru 2015/01	FY/2016 Bal. Sheet 2015/07 Thru 2016/01	FY/2017 Bal. Sheet 2016/07 Thru 2017/01
000300-0301	School Capital Projects Fund	242,041.05-	230,615.05-	201,307.05-	197,920.05-
000300-0302	General Capital Projects Fund	816,026.10-	59,751.79-	3,083,642.27-	1,029,533.18-
000300-0303	Elementary School Capital Proj Fund	995,012.09-	.00	.00	.00
000300-0305	Mega Site - Industrial Park Fund	131,014.07	49,650.67	65,063.71	101,358.83
000300-0306	Cabin Point - Industrail Park Fund	1,312.50	.00	9,723.89	9,723.89
000300-0307	Henry - Industrial Park Fund	.00	.00	.00	.00
000300-0723	Robert Mitchell Scholarship Fund	27,812.17-	26,950.17-	26,383.17-	25,787.17-
000300-0724	Wav/Wak Rotary Scholarship Fund	28,976.86-	23,107.86-	22,305.86-	31,508.86-
000300-0725	RICHARD CLEMENTS MOORE III SCH FUND	27,893.83-	28,608.83-	28,860.83-	29,109.83-
000300-0726	Millard D. Stith Sch. Fund	64,377.00-	71,406.00-	78,444.00-	84,557.00-
000300-0733	Special Welfare Fund	2,587.73-	4,609.49-	1,189.82-	1,568.97-
000300-0135-200	Restricted Res for Elem Loans	.00	.00	.00	.00
	<b>FUND EQUITY</b>	<b>18,407,505.29-</b>	<b>16,825,640.97-</b>	<b>14,485,524.24-</b>	<b>12,451,470.25-</b>
	TOTAL PRIOR YR FUND BALANCE	18,407,505.29-	16,825,640.97-	14,485,524.24-	12,451,470.25-
000400-0000	OTHER ACCOUNTS	.00	.00	.00	.00
000400-0001	Treasurer's Deferred Account	1,217.94-	1,269.03-	1,288.68-	1,288.68-
000400-0002	Cash Over and Short	26.94-	23.89-	83.96-	47.30-
000400-0011	Overpayments	.00	.00	.00	50.00-
000400-0012	Prepaid Taxes - PP	1,429.51-	6,528.89-	4,244.69-	6,433.48-
000400-0013	Prepaid Taxes - RE	15,338.13-	13,684.26-	24,958.50-	17,973.59-
000400-0014	Available PTR for Distrib \$1.093M	215,600.64	161,972.79	204,594.81	.00
000400-0015	Escrow Acct. QZAB 2005	507,814.58-	578,408.75-	649,486.40-	724,820.81-
000400-0016	QZAB 2006 Escrow Acct.	824,501.10-	953,939.21-	1,084,263.26-	1,222,346.58-
000400-0021	Escrow Acct - Perf. Surety(ESCROW)	62,610.00-	62,610.00-	62,610.00-	74,025.00-
000400-0101	Commonwealth Current Credit Account	.00	.00	.00	50.00
000400-0102	Commonwealth Current Debit Account	.00	.00	.00	.00
000400-0103	Commonwealth Cur C-DHCD Ln-Woodfued	1,920.75-	.00	.00	.00
000400-0104	Escrow Sheriff's Sales (SHSALE)	.00	.00	.00	.00
000400-0150	Health Insurance Cont. Fund (HINS)	.00	.00	40,169.00	39,617.50
	OTHER ACCOUNTS	1,199,258.31-	1,454,491.24-	1,582,171.68-	2,007,317.94-
000401-0000	ESCROW ACCTS. RESERVED CIF ACCTS	.00	.00	.00	.00
000401-0101	Escrow for Fire Dept. Vehicles	391,700.00-	391,700.00-	500,000.00-	60,000.00-
000401-0102	Escrow for Rescue Vehicles	46,250.00-	46,250.00-	46,250.00-	66,250.00-
	ESCROW ACCTS. RESERVED CIF ACCTS	437,950.00-	437,950.00-	546,250.00-	126,250.00-
	<b>OTHER EQUITY &amp; ESCROW ACCTS</b>	<b>1,637,208.31-</b>	<b>1,892,441.24-</b>	<b>2,128,421.68-</b>	<b>2,133,567.94-</b>
000500-0000	UNCOLLECTED TAXES - COUNTY	.00	.00	.00	.00
	UNCOLLECTED TAXES - COUNTY	.00	.00	.00	.00
000501-0000	UNCOLLECTED TAXES - RE	.00	.00	.00	.00
000501-1990	Real Estate - 1990	.00	.00	.00	.00
000501-1991	Real Estate - 1991	.00	.00	.00	.00
000501-1992	Real Estate - 1992	.00	.00	.00	.00
000501-1993	Real Estate - 1993	570.84	.00	.00	.00

**BALANCE SHEET - COMPARATIVE PERIODS**  
2013/07 - 2017/01

FUND #-999 TREASURER'S ACCOUNTABILITY FUND  
GL070C

MAJOR#	DESCRIPTION	FY/2014 Bal. Sheet 2013/07 Thru 2014/01	FY/2015 Bal. Sheet 2014/07 Thru 2015/01	FY/2016 Bal. Sheet 2015/07 Thru 2016/01	FY/2017 Bal. Sheet 2016/07 Thru 2017/01
000501-1994	Real Estate - 1994	978.07	643.02	.00	.00
000501-1995	Real Estate - 1995	1,006.00	670.95	393.50	.00
000501-1996	Real Estate - 1996	1,130.11	724.63	424.99	176.80
000501-1997	Real Estate - 1997	1,301.84	858.81	531.41	193.17
000501-1998	Real Estate - 1998	2,009.04	1,423.32	600.12	256.14
000501-1999	REAL ESTATE - 1999	2,352.23	1,583.76	742.74	291.78
000501-2000	Real Estate - 2000	3,201.00	1,978.20	855.60	322.80
000501-2001	Real Estate - 2001	3,438.07	2,157.07	994.27	409.80
000501-2002	Real Estate - 2002	4,454.17	2,789.37	1,462.43	557.70
000501-2003	Real Estate - 2003	4,899.96	3,012.63	1,524.26	578.50
000501-2004	REAL ESTATE - 2004	5,594.60	3,401.45	1,548.95	584.35
000501-2005	Real Estate - 2005	6,222.08	3,605.96	1,740.46	584.35
000501-2006	Real Estate - 2006	6,319.89	3,493.44	1,643.04	427.68
000501-2007	Real Estate - 2007	8,166.92	3,659.89	1,711.68	427.68
000501-2008	REAL ESTATE - 2008	14,461.02	6,214.93	2,788.61	574.11
000501-2009	RE - 2009	20,116.47	9,801.93	3,794.42	968.22
000501-2010	Real Estate - 2010	26,199.82	13,132.41	5,626.34	2,008.03
000501-2011	Real Estate - 2011	48,492.53	21,536.35	10,977.74	5,220.93
000501-2012	Real Estate - 2012	100,444.40	53,049.93	20,323.10	9,010.96
000501-2013	Real Estate - 2013	360,346.01	105,956.46	33,908.23	16,821.21
000501-2014	Real Estate - 2014	.00	320,642.63	82,805.33	34,034.07
000501-2015	Real Estate - 2015	.00	.00	370,824.31	98,967.32
000501-2016	Real Estate - 2016	.00	.00	.00	372,282.61
000501-2017	Real Estate - 2017	.00	.00	.00	.00
000501-9999	Reserve - Real Estate Taxes	621,705.07-	560,337.14-	545,221.53-	544,698.21-
	UNCOLLECTED TAXES - RE	.00	.00	.00	.00
000502-0000	UNCOLLECTED TAXES - PP	.00	.00	.00	.00
000502-2005	PP - 2005	.00	.00	.00	.00
000502-2006	PP - 2006	.00	.00	.00	.00
000502-2007	PP - 2007	.00	.00	.00	.00
000502-2008	PP - 2008	.00	.00	.00	.00
000502-2009	PP - 2009	18,382.83	17,633.31	.00	.00
000502-2010	PP - 2010	19,219.91	18,055.67	15,395.54	.00
000502-2011	PP - 2011	22,017.60	19,151.59	16,379.60	15,241.45
000502-2012	PP - 2012	46,913.83	25,675.60	20,776.98	18,778.89
000502-2013	PP - 2013	611,581.50	42,999.97	19,861.48	14,015.08
000502-2014	PP - 2014	.00	421,011.38	51,061.13	29,439.56
000502-2015	PP - 2015	.00	.00	614,182.43	47,881.64
000502-2016	PP - 2016	.00	.00	.00	538,623.19
000502-2017	PP - 2017	.00	.00	.00	.00
000502-9999	Reserve - PP Taxes	718,115.67-	544,527.52-	737,657.16-	663,979.81-
	UNCOLLECTED TAXES - PP	.00	.00	.00	.00

**BALANCE SHEET - COMPARATIVE PERIODS**

2013/07 - 2017/01

FUND #-999 TREASURER'S ACCOUNTABILITY FUND  
GL070C

MAJOR#	DESCRIPTION	FY/2014 Bal. Sheet 2013/07 Thru 2014/01	FY/2015 Bal. Sheet 2014/07 Thru 2015/01	FY/2016 Bal. Sheet 2015/07 Thru 2016/01	FY/2017 Bal. Sheet 2016/07 Thru 2017/01
000503-0000	UNCOLLECTED TAXES - PSC	.00	.00	.00	.00
000503-2006	PSC - 2006	.00	.00	.00	.00
000503-2007	PSC - 2007	.00	.00	.00	.00
000503-2008	PSC - 2008	.00	.00	.00	.00
000503-2009	PSC - 2009	.00	.00	.00	.00
000503-2010	PSC - 2010	.00	.00	.00	.00
000503-2011	PSC - 2011	.00	.00	.00	.00
000503-2012	PSC - 2012	.00	.00	.00	.00
000503-2013	PSC - 2013	.00	.00	.00	.00
000503-2014	PSC - 2014	.00	58.63	.00	.00
000503-2015	PSC - 2015	.00	.00	.00	2,338.63
000503-2016	PSC - 2016	.00	.00	.00	44.88
000503-2017	PSC - 2017	.00	.00	.00	.00
000503-9999	Reserve - PSC Taxes	.00	58.63-	.00	2,383.51-
	UNCOLLECTED TAXES - PSC	.00	.00	.00	.00
000504-0000	UNCOLLECTED BUISNESS LICENSE	.00	.00	.00	.00
000504-2015	BL - 2015	.00	.00	.00	.00
000504-2016	BL - 2016	.00	.00	.00	241.68-
000504-2017	BL - 2017	.00	.00	.00	30.00-
000504-9999	Reserve for Buisness License	.00	.00	.00	271.68
	UNCOLLECTED BUISNESS LICENSE	.00	.00	.00	.00
000520-0000	DMV REGISTRATION WITHHOLDING FEES	.00	.00	.00	.00
000520-0001	DMV Withholding Fees Receivable	10,168.91-	6,399.25	10,313.90-	8,871.70
000520-9999	Reserve for DMV Withholding Fees	10,168.91	6,399.25-	10,313.90	8,871.70-
	DMV REGISTRATION WITHHOLDING FEES	.00	.00	.00	.00
000521-0000	UNCOLLECTED ADMINISTRATIVE FEES	.00	.00	.00	.00
000521-0001	Administrative Fees Receivable	15,165.29-	9,542.47	15,472.17-	11,720.16
000521-9999	Reserve for Administrative Fees	15,165.29	9,542.47-	15,472.17	11,720.16-
	UNCOLLECTED ADMINISTRATIVE FEES	.00	.00	.00	.00
		.00	.00	.00	.00
000600-0000	UNCOLLECTED TAXES - STATE	.00	.00	.00	.00
	UNCOLLECTED TAXES - STATE	.00	.00	.00	.00
000601-0000	UNCOLLECTED TAXES - SI	.00	.00	.00	.00
000601-2009	State Income Tax - 2009	.00	.00	.00	.00
000601-2010	State Income Tax - 2010	.00	.00	.00	.00
000601-2011	State Income Tax - 2011	.00	.00	.00	.00
000601-2012	State Income Tax - 2012	3,682.12	.00	.00	.00
000601-2013	State Income Tax - 2013	.00	5,602.12	.00	.00
000601-2014	State Income Tax - 2014	.00	.00	13,898.79	.00
000601-2015	State Income Tax - 2015	.00	.00	.00	11,285.98
000601-2016	State Income Tax - 2016	.00	.00	.00	.00
000601-9999	Reserve - State Income	3,682.12-	5,602.12-	13,898.79-	11,285.98-

**BALANCE SHEET - COMPARATIVE PERIODS**

2013/07 - 2017/01

FUND #-999 TREASURER'S ACCOUNTABILITY FUND  
GL070C

MAJOR#	DESCRIPTION	FY/2014 Bal. Sheet 2013/07 Thru 2014/01	FY/2015 Bal. Sheet 2014/07 Thru 2015/01	FY/2016 Bal. Sheet 2015/07 Thru 2016/01	FY/2017 Bal. Sheet 2016/07 Thru 2017/01
	UNCOLLECTED TAXES - SI	.00	.00	.00	.00
		.00	.00	.00	.00
000702-0000	IPR Loan Payments Receivable	2,415.49	2,379.74	3,384.48	2,654.74
000702-9999	Reserve for IPR Loan Payments	2,415.49-	2,379.74-	3,384.48-	2,654.74-
	IPR Loan Payments Receivable	.00	.00	.00	.00
000703-0000	CDBG Loan Payments Receivable	488.00	25.00	438.00	.00
000703-9999	Reserve for CDBG Loan Payments	488.00-	25.00-	438.00-	.00
	CDBG Loan Payments Receivable	.00	.00	.00	.00
		.00	.00	.00	.00

FUND #-100 GENERAL FUND

BALANCE SHEET

1/31/2017

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
	GENERAL FUND				
	ASSETS				
100-0100	Cash With Treasurer	7,906,227.66	872,006.19	1,503,325.03-	7,274,908.82
	ASSETS	7,906,227.66	872,006.19	1,503,325.03-	7,274,908.82
	OTHER ASSETS AND RESERVES				
101-0050	Revl & Ln Due From Other Funds				
101-0051	Due From School Fund				
101-0235	Reserve for IDA Lease Agreement				
101-0236	Reserve for VPSA99 Bonds High Sch.	1,019,581.25			1,019,581.25
101-0237	Res for Literary Loan - High Schoo	3,251,433.00			3,251,433.00
101-0238	Res for Literary Loan - Mid Sch 07	3,851,387.00			3,851,387.00
101-0239	Res for IDA QZAB Bond Deposit	942,269.25			942,269.25
101-0240	Reserve for VPSA 2012 Bond Elem Sc	3,640,000.00			3,640,000.00
101-0241	Woodfuel Loan Receivable(DHCD Loan	510,279.14			510,279.14
101-0600	Commonwealth PTR avail. for distr.	227,777.84-	1,237.64		226,540.20-
101-0900	Accrued Accounts Receivable				
101-0901	Reversion Due From School Fund				
	OTHER ASSETS AND RESERVES	12,987,171.80	1,237.64		12,988,409.44
	TOTAL ASSETS	20,893,399.46	873,243.83	1,503,325.03-	20,263,318.26
	LIABILITIES				
200-0000	Clearing Account - Payroll		234,041.38	234,041.38-	
200-0200	Clearing Account - Accounts Payabl		265,453.81	265,453.81-	
200-0235	IDA Lease Payable				
200-0236	VPSA99 Bonds Payable - High Sch	1,019,581.25-			1,019,581.25-
200-0237	Literary Loan Pay - High Sch.	3,251,433.00-			3,251,433.00-
200-0238	Literary Loan Pay - Middle Sch 07	3,851,387.00-			3,851,387.00-
200-0239	IDA QZAB Bond Deposit Payable	942,269.25-			942,269.25-
200-0240	VPSA 2012 Bond Payable - Elem Sch.	3,640,000.00-			3,640,000.00-
200-0241	DHCD Loan Payable (Woodfuel)	510,279.14-			510,279.14-
200-0300	Clearing Account - Jurors				
200-0600	Commonwealth PTR outstanding bal.	227,777.84		1,237.64-	226,540.20
200-0900	Accrued Accounts Payable				
	LIABILITIES	12,987,171.80-	499,495.19	500,732.83-	12,988,409.44-
	TOTAL LIABILITIES	12,987,171.80-	499,495.19	500,732.83-	12,988,409.44-
	FUND EQUITY				
300-0100	Fund Balance	4,008,355.50-			4,008,355.50-
	FUND EQUITY	4,008,355.50-			4,008,355.50-
	TOTAL PRIOR YR FUND BALANCE	4,008,355.50-			4,008,355.50-
	TOTAL REVENUE	14,875,180.41-		854,072.24-	15,729,252.65-
	TOTAL EXPENDITURE	10,977,308.25		1,485,391.08	12,462,699.33
	TOTAL CURRENT FUND BALANCE				3,266,553.32-
	TOTAL LIABILITIES AND FUND BALANCE	20,893,399.46-	1,984,886.27	1,354,805.07-	20,263,318.26-

SUSSEX COUNTY

REVENUE SUMMARY BY FUNDS

7/01/2016 - 1/31/2017

-FUND SUMMARY-

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	% REMAIN.
100	REVENUE - GENERAL FUND	21,675,558.00	22,925,886.91	854,072.24	15,729,252.65	7,196,634.26	31.39
105	REVENUE - VPA/DSS FUND	2,099,652.00	2,099,652.00	162,903.12	1,061,089.85	1,038,562.15	49.46
110	REVENUE - CSA FUND	725,000.00	725,000.00	14,547.50	212,255.99	512,744.01	70.72
121	REV.- IPR PROG. INCOME FD (11/02)	.00	.00	221.87	1,543.09	1,543.09-	100.00-
123	REV - CDBG HOUSING PRG (4/09)	.00	.00	316.00	2,256.00	2,256.00-	100.00-
125	REVENUE - DRUG FORFEITURE FUND	.00	.00	2.00	4.00	4.00-	100.00-
135	REVENUE - CP / DS RESERVE FUND	.00	700,000.00	894.00	701,330.00	1,330.00-	.19-
201	REVENUE - LAW LIBRARY FUND	.00	.00	59.40	485.20	485.20-	100.00-
251	REVENUE - SCHOOL FUND	15,801,426.00	15,811,696.24	1,234,215.62	7,165,201.74	8,646,494.50	54.68
252	REVENUE - SCHOOL FOOD SERVICES FUND	922,110.00	922,110.00	55,596.93	372,746.13	549,363.87	59.57
253	REVENUE - SUMMER FOOD SERVICES FUND	.00	.00	.00	22,131.60	22,131.60-	100.00-
254	REVENUE - TITLE & GRANT FUND	1,539,212.00	1,539,212.00	3,647.34	398,292.31	1,140,919.69	74.12
255	REVENUE - SCH. TEXTBOOK FUND	109,780.00	109,780.00	6,363.84	41,162.86	68,617.14	62.50
301	REVENUE - SCHOOL CAPITAL PROJECTS	.00	.00	31.00	51.00	51.00-	100.00-
302	REVENUE - CAPITAL PROJECT FUND	193,000.00	839,625.00	10,726.00	206,726.00	632,899.00	75.37
305	REVENUE - MEGA SITE INDUST. PARK	.00	740,518.00	.00	304,920.12	435,597.88	58.82
306	REVENUE - CABIN POINT INDUST. PARK	580,000.00	580,000.00	.00	.00	580,000.00	100.00
723	REVENUE - MITCHELL SCHOLARSHIP FUND	.00	.00	32.00	138.00	138.00-	100.00-
724	REVENUE - SUSSEX ENDOWM SCHSHP FD	.00	.00	6,032.00	6,135.00	6,135.00-	100.00-
725	REV - RICHARD CLEMENT MOORE III FD	.00	.00	36.00	652.00	652.00-	100.00-
726	REV.- MILLARD & FLORENCE STITH FSF	.00	.00	5,099.00	5,416.00	5,416.00-	100.00-
733	REVENUE - SPECIAL WELFARE FUND	.00	.00	440.00	4,305.00	4,305.00-	100.00-
	-- REVENUE TOTAL --	43,645,738.00	46,993,480.15	2,355,235.86	26,236,094.54	20,757,385.61	44.17

EXPENDITURE SUMMARY BY FUNDS

7/01/2016 - 1/31/2017

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	-FUND ENCUMBRANCE AMOUNT	SUMMARY- UNENCUMBERED BALANCE	% REMAIN.
100	EXPENDITURES - GENERAL FUND	21,675,558.00	22,935,484.91	1,485,391.08	12,462,699.33	.00	10,472,785.58	45.66
105	EXPENDITURES - VPA/DSS FUND	2,099,652.00	2,099,652.00	162,903.12	1,061,089.85	.00	1,038,562.15	49.46
110	EXPENDITURES - CSA FUND	725,000.00	725,000.00	43,448.75	207,315.40	.00	517,684.60	71.40
121	EXPEND. - IPR PROG. INCOME FD 11/02	.00	20,000.00-	.00	1,986.00	.00	21,986.00-	109.93
125	EXPENDITURES - DRUG FORFEITURE FD	.00	12,107.16	451.51	2,883.79	.00	9,223.37	76.18
201	EXPENDITURES - LAW LIBRARY FUND	.00	.00	212.97	273.53	.00	273.53-	100.00-
251	SCHOOL FUND EXPENDITURES	15,801,426.00	15,801,426.00	1,234,215.62	7,165,201.74	.00	8,636,224.26	54.65
252	EXPENDITURES - SCHOOL FOOD SERV	922,110.00	922,110.00	53,357.23	371,582.64	.00	550,527.36	59.70
253	EXPENDITURES - SUMMER FS FUND	.00	.00	.00	24,177.22	.00	24,177.22-	100.00-
254	TITLE & GRANT REVOLVING FUND	1,539,212.00	1,539,212.00	112,260.99	552,363.74	.00	986,848.26	64.11
255	EXPENDITURES - TEXTBOOK FUND	109,780.00	109,780.00	.00	47,875.71	.00	61,904.29	56.38
302	EXPENDITURES - CAPITAL PROJECT FD	193,000.00	2,270,000.00	423,533.75	982,627.59	.00	1,287,372.41	56.71
305	EXPENDITURES - MEGA SITE	.00	673,518.00	.00	352,083.33	.00	321,434.67	47.72
306	EXPENDITURES - CABIN POINT PARK	580,000.00	580,000.00	.00	.00	.00	580,000.00	100.00
723	EXPENDITURES - ROBERT MITCHELL SCH	.00	.00	.00	800.00	.00	800.00-	100.00-
724	EXPENDS. SUSSEX ENDOWM SCHSHP FD	.00	.00	.00	3,000.00	.00	3,000.00-	100.00-
725	EXPS.- RICHARD CLEMENT MOORE S.FD.	.00	.00	.00	1,000.00	.00	1,000.00-	100.00-
726	EXP. - MILLARD & FLORENCE STITH FSF	.00	.00	.00	1,000.00	.00	1,000.00-	100.00-
733	EXPENDITURES - SPECIAL WELFARE FD	.00	.00	275.00	4,358.45	.00	4,358.45-	100.00-
	-- EXPENDITURE TOTAL --	43,645,738.00	47,648,290.07	3,516,050.02	23,242,318.32	.00	24,405,971.75	51.22

FUND #-100 REVENUE

GENERAL FUND - REVENUE SUMMARY BY MAJOR SOURCE

-COST SUMMARY-

7/01/2016 - 1/31/2017

-COST SUMMARY-

ACCT#	DESCRIPTION	BUDGET. AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	% UNCOLLECTED
999	REVENUE - GENERAL FUND						
10000	REVENUE FROM LOCAL SOURCES						
11000	GENERAL PROPERTY TAXES						
11010	REAL PROPERTY TAXES	5,015,926.00	5,015,926.00	42,679.45	4,653,595.49	362,330.51	7.22
11020	PUBLIC SERVICE CORP TAXES	689,852.00	689,852.00		719,106.04	29,254.04-	4.24-
11030	PERSONAL PROPERTY TAXES	2,311,318.00	2,311,318.00	38,373.05	1,996,867.05	314,450.95	13.60
11031	MOBILE HOME TAXES	21,481.00	21,481.00	1,204.67	16,617.90	4,863.10	22.63
11032	FIRE AND RESCUE TAXES	9,000.00	9,000.00	36.37	10,196.29	1,196.29-	13.29-
11040	MACHINERY AND TOOLS TAXES	1,280,777.00	1,280,777.00		1,122,181.45	158,595.55	12.38
11050	MERCHANTS CAPITAL TAXES	120,000.00	120,000.00	77.12	73,089.07	46,910.93	39.09
11060	PENALTIES, INTEREST & TREAS ADM FEES	208,500.00	208,500.00	10,648.30	54,136.41	154,363.59	74.03
	GENERAL PROPERTY TAXES	9,656,854.00	9,656,854.00	93,018.96	8,645,789.70	1,011,064.30	10.46
12000	OTHER LOCAL TAXES						
12010	LOCAL SALES USE AND TAXES	843,242.00	843,242.00	75,102.24	519,209.18	324,032.82	38.42
12020	CONSUMER UTILITY TAXES	95,000.00	95,000.00	3,453.60	48,913.08	46,086.92	48.51
12030	BUSINESS LICENSE TAXES	79,630.00	79,630.00	1,417.86	17,680.25	61,949.75	77.79
12040	FRANCHISE LICENSE TAXES						
12050	MOTOR VEHICLE LICENSES	190,053.00	190,053.00	8,345.56	160,938.92	29,114.08	15.31
12060	BANK STOCK TAXES	3,500.00	3,500.00			3,500.00	100.00
12070	RECORDATION TAXES						
	OTHER LOCAL TAXES	1,211,425.00	1,211,425.00	88,319.26	746,741.43	464,683.57	38.35
13000	PERMITS, FEES AND LICENSES						
13010	ANIMAL LICENSES	8,000.00	8,000.00	1,623.00	5,066.00	2,934.00	36.67
13030	PERMITS AND OTHER LICENSES	4,882,560.00	4,882,560.00	362,497.12	2,929,398.59	1,953,161.41	40.00
	PERMITS, FEES AND LICENSES	4,890,560.00	4,890,560.00	364,120.12	2,934,464.59	1,956,095.41	39.99
14000	FINES AND FORFEITURES						
14010	FINES AND FORFEITURES	795,600.00	795,600.00	71,347.35	568,559.92	227,040.08	28.53
	FINES AND FORFEITURES	795,600.00	795,600.00	71,347.35	568,559.92	227,040.08	28.53
15000	REVENUE FROM USE OF MONEY/PROPERTY						
15010	REVENUE FROM USE OF MONEY	13,000.00	13,000.00	23.18-	22,034.32	9,034.32-	69.49-
15020	REVENUE FROM USE OF PROPERTY	76,000.00	76,000.00	9,375.35	49,706.02	26,293.98	34.59
	REVENUE FROM USE OF MONEY/PROPERTY	89,000.00	89,000.00	9,352.17	71,740.34	17,259.66	19.39
16000	CHARGES FOR SERVICES						
16010	COURT COSTS	201,215.00	201,215.00	13,315.76	104,473.57	96,741.43	48.07
16020	COMMONWEALTH'S ATTORNEY FEES	1,650.00	1,650.00	96.04	975.57	674.43	40.87
16050	CHARGES FOR CORRECTION/DETENTION	3,800.00	3,800.00	282.15	3,204.89	595.11	15.66
16060	CHARGES FOR OTHER PROTECTION	1,600.00	3,549.00	235.00	2,629.00	920.00	25.92
16080	CHARGES FOR SANITATION/WASTE REMVL						

FUND #-100 REVENUE

GENERAL FUND - REVENUE SUMMARY BY MAJOR SOURCE

		7/01/2016 - 1/31/2017				-COST SUMMARY-	
ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	% UNCOLLECTED
16160	CHARGES FOR COMMUNITY DEVELOPMENT	25,000.00	25,000.00		10,467.94	14,532.06	58.12
16210	CHG FOR CREDIT & DEBIT CARD USE	3,000.00	3,000.00	261.37	1,847.84	1,152.16	38.40
	CHARGES FOR SERVICES	236,265.00	238,214.00	14,190.32	123,598.81	114,615.19	48.11
18000	MISCELLANEOUS REVENUE						
18030	EXPENDITURE REFUNDS	50,000.00	50,385.74		4,282.39	46,103.35	91.50
18990	MISCELLANEOUS	19,500.00	32,819.92	1,456.18	44,851.61	12,031.69-	36.65-
	MISCELLANEOUS REVENUE	69,500.00	83,205.66	1,456.18	49,134.00	34,071.66	40.94
19000	RECOVERED COSTS	93,438.00	93,438.00	7,786.49	54,505.43	38,932.57	41.66
19020	RECOVERED COSTS - OTHER	171,500.00	171,500.00	5,035.76	69,992.16	101,507.84	59.18
	RECOVERED COSTS	264,938.00	264,938.00	12,822.25	124,497.59	140,440.41	53.00
20000	REVENUE FROM THE COMMONWEALTH						
21000	PAYMENT IN LIEU OF TAXES	25,000.00	25,000.00		36,286.16	11,286.16-	45.14-
	PAYMENT IN LIEU OF TAXES	25,000.00	25,000.00		36,286.16	11,286.16-	45.14-
22000	NON-CATEGORICAL AID - STATE						
22010	NON - CATEGORICAL AID	446,653.00	446,653.00	24,374.95	260,062.26	186,590.74	41.77
22011	LOCAL FINES FROM DOA TO BE DISTRIB						
	NON-CATEGORICAL AID - STATE	446,653.00	446,653.00	24,374.95	260,062.26	186,590.74	41.77
23000	SHARED EXPENSES - CATEGORICAL						
23010	COMMONWEALTH'S ATTORNEY	243,094.00	243,094.00	20,125.43	144,877.46	98,216.54	40.40
23020	SHERIFF SHARED EXPENSE	1,317,850.00	1,317,850.00	111,320.50	740,857.91	576,992.09	43.78
23030	COMMISSIONER OF REVENUE	75,502.00	75,502.00	6,255.44	44,095.89	31,406.11	41.59
23040	TREASURER SHARED EXPENSE	86,858.00	86,858.00	7,232.50	49,780.53	37,077.47	42.68
23050	MEDICAL EXAMINER SHARED EXP						
23060	REGISTRAR/ELECTORAL BD SHARED EXP	38,000.00	38,000.00			38,000.00	100.00
23070	CLERK OF COURT SHARED EXP	191,909.00	191,909.00	15,794.54	108,778.84	83,130.16	43.31
23080	JAIL SHARED EXPENSE	100,000.00	100,000.00		50,280.00	49,720.00	49.72
	SHARED EXPENSES - CATEGORICAL	2,053,213.00	2,053,213.00	160,728.41	1,138,670.63	914,542.37	44.54
24040	OTHER CATEGORICAL AID - STATE	1,450,242.00	1,459,517.00	14,342.27	1,029,707.22	429,809.78	29.44
	OTHER CATEGORICAL AID - STATE	1,450,242.00	1,459,517.00	14,342.27	1,029,707.22	429,809.78	29.44
30000	REVENUE FROM THE FEDERAL GOVERNMENT						
32000	NON-CATEGORICAL AID - FEDERAL						
32010	CDBG COMMUNITY DEV. BLOCK GRANT						
32020	SOCIAL SECURITY ADM. BOUNTY - JAIL						
33000	CATEGORICAL AID - FED						

**FUND #-100 REVENUE**

**GENERAL FUND - REVENUE SUMMARY BY MAJOR SOURCE**

		7/01/2016 - 1/31/2017					
		BUDGET	APPR.	CURRENT	Y-T-D		
ACCT#	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	BALANCE	% UNCOLLECTED
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33030	Emergency Ser. Grant - Res						
40000	OTHER FINANCING SOURCES						
41000	NON-REVENUE RECEIPTS						
41040	PROCEEDS FROM INDEBTNESS	3,308.00	3,308.00			3,308.00	100.00
41050	TRANSFERS FROM OTHER FUNDS						
41060	DESIGNATED USE OF FUND BALANCES	483,000.00	1,708,399.25			1,708,399.25	100.00
	NON-REVENUE RECEIPTS	486,308.00	1,711,707.25			1,711,707.25	100.00
	--FUND TOTAL--	21,675,558.00	22,925,886.91	854,072.24	15,729,252.65	7,196,634.26	31.39

FUND #-100 EXPENDITURE

GENERAL FUND - EXPENDITURE SUMMARY BY DEPARTMENTS

		7/01/2016 - 1/31/2017				-COST SUMMARY-		
ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING
999	EXPENDITURES - GENERAL FUND							
11100-111	BOARD OF SUPERVISORS	136,582.00	136,622.00	8,024.62	79,821.64		56,800.36	41.57
	--MAJOR TOTAL--	136,582.00	136,622.00	8,024.62	79,821.64		56,800.36	41.57
	BOARD OF SUPERVISORS	136,582.00	136,622.00	8,024.62	79,821.64		56,800.36	41.57
21100-211	ADMINISTRATOR	651,634.00	651,634.00	42,289.09	340,656.72		310,977.28	47.72
	--MAJOR TOTAL--	651,634.00	651,634.00	42,289.09	340,656.72		310,977.28	47.72
21200-221	BUILDING & GROUNDS	548,322.00	548,322.00	37,186.02	305,305.96		243,016.04	44.31
	--MAJOR TOTAL--	548,322.00	548,322.00	37,186.02	305,305.96		243,016.04	44.31
21300-231	HOUSING	176,921.00	146,921.00	7,805.83	74,591.27		72,329.73	49.23
	--MAJOR TOTAL--	176,921.00	146,921.00	7,805.83	74,591.27		72,329.73	49.23
21400-241	PLANNING	181,207.00	234,959.00	13,052.87	150,491.06		84,467.94	35.95
21400-242	BUILDING INSPECTIONS	222,354.00	222,354.00	9,311.37	88,573.57		133,780.43	60.16
21400-243	ZONING	1,743.00	1,743.00		259.97		1,483.03	85.08
	--MAJOR TOTAL--	405,304.00	459,056.00	22,364.24	239,324.60		219,731.40	47.86
21500-251	FIRE & RESCUE	184,289.00	194,289.00	29,128.77	106,848.57		87,440.43	45.00
21500-252	AMBULANCE & RESCUE	747,041.00	747,041.00	5,184.00	425,351.84		321,689.16	43.06
21500-253	EMERGENCY SERVICES	223,089.00	223,089.00	19,437.59	151,476.43		71,612.57	32.10
21500-255	FOREST FIRE EXTINCTION	24,000.00	24,000.00		23,836.95		163.05	.67
	--MAJOR TOTAL--	1,178,419.00	1,188,419.00	53,750.36	707,513.79		480,905.21	40.46
21600-261	ANIMAL CONTROL	215,476.00	220,589.92	15,537.78	121,175.71		99,414.21	45.06
21600-262	ENVIRONMENTAL INSPECTIONS	225,000.00	227,670.00	16,477.72	125,401.33		102,268.67	44.91
21600-263	GENERAL WORKS	75,000.00	75,000.00	3,270.54	46,189.36		28,810.64	38.41
21600-266	REFUSE DISPOSAL	159,800.00	159,800.00	14,864.93	79,689.79		80,110.21	50.13
	--MAJOR TOTAL--	675,276.00	683,059.92	50,150.97	372,456.19		310,603.73	45.47
21700-271	IT AND CENTRAL ACCOUNTING AS400	70,795.00	35,795.00	3,638.00	31,358.93		4,436.07	12.39
	--MAJOR TOTAL--	70,795.00	35,795.00	3,638.00	31,358.93		4,436.07	12.39
	ADMINISTRATOR	3,706,671.00	3,713,206.92	217,184.51	2,071,207.46		1,641,999.46	44.22
22100-281	COUNTY ATTORNEY	75,000.00	75,000.00	9,943.30	48,013.25		26,986.75	35.98
	--MAJOR TOTAL--	75,000.00	75,000.00	9,943.30	48,013.25		26,986.75	35.98
	COUNTY ATTORNEY	75,000.00	75,000.00	9,943.30	48,013.25		26,986.75	35.98
23100-291	REGISTRAR/BOARD OF ELECTIONS	161,697.00	176,207.76	9,982.62	106,234.94		69,972.82	39.71
	--MAJOR TOTAL--	161,697.00	176,207.76	9,982.62	106,234.94		69,972.82	39.71
	REGISTRAR/BOARD OF ELECTIONS	161,697.00	176,207.76	9,982.62	106,234.94		69,972.82	39.71
31100-311	COMMISSIONER OF REVENUE	228,770.00	230,642.50	18,914.21	130,744.45		99,898.05	43.31

FUND #-100 EXPENDITURE

GENERAL FUND - EXPENDITURE SUMMARY BY DEPARTMENTS

		-COST SUMMARY-		7/01/2016 -		1/31/2017		-COST SUMMARY-	
ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING	
31100-312	REASSESSMENT SERVICES		150,000.00				150,000.00	100.00	
	--MAJOR TOTAL--	228,770.00	380,642.50	18,914.21	130,744.45		249,898.05	65.65	
	COMMISSIONER OF REVENUE	228,770.00	380,642.50	18,914.21	130,744.45		249,898.05	65.65	
41100-411	TREASURER	341,324.00	344,301.50	25,611.63	191,236.34		153,065.16	44.45	
41100-412	LICENSE BUREAU	43,700.00	43,700.00	400.00	24,616.76		19,083.24	43.66	
	--MAJOR TOTAL--	385,024.00	388,001.50	26,011.63	215,853.10		172,148.40	44.36	
	TREASURER	385,024.00	388,001.50	26,011.63	215,853.10		172,148.40	44.36	
51100-511	COURTROOM SECURITY	187,250.00	187,250.00	15,200.30	116,375.98		70,874.02	37.84	
51100-512	FIELD OPERATIONS	1,535,896.00	1,582,017.85	113,644.68	926,220.22		655,797.63	41.45	
51100-513	SPOT OPERATIONS	32,295.00	32,295.00	2,330.14	32,344.66		49.66	.15	
51100-514	SELECTIVE ENFORCEMENT	241,830.00	241,830.00	14,579.32	110,762.27		131,067.73	54.19	
51100-515	WAKEFIELD OPERATIONS	57,180.00	57,180.00	4,117.70	29,639.56		27,540.44	48.16	
51100-516	E911	202,860.00	202,860.00	11,576.41	86,806.70		116,053.30	57.20	
51100-517	SCHOOL RESOURCE OFFICERS	107,679.00	107,679.00	8,993.84	63,312.51		44,366.49	41.20	
	--MAJOR TOTAL--	2,364,990.00	2,411,111.85	170,442.39	1,365,461.90		1,045,649.95	43.36	
51500-551	CONFINEMENT OF INMATES	1,685,618.00	1,685,843.14	128,928.45	893,288.75		792,554.39	47.01	
	--MAJOR TOTAL--	1,685,618.00	1,685,843.14	128,928.45	893,288.75		792,554.39	47.01	
	SHERIFF'S DEPARTMENT	4,050,608.00	4,096,954.99	299,370.84	2,258,750.65		1,838,204.34	44.86	
61100-611	CIRCUIT COURT	35,590.00	35,590.00	3,031.89	19,767.84		15,822.16	44.45	
61100-612	GENERAL DISTRICT COURT	23,692.00	24,962.00	2,718.86	7,382.63		17,579.37	70.42	
61100-613	SPECIAL MAGISTRATES	7,125.00	7,125.00	411.61	4,369.21		2,755.79	38.67	
61100-614	JUV & DOM RELATIONS COURT	12,262.00	12,262.00		7,791.50		4,470.50	36.45	
	--MAJOR TOTAL--	78,669.00	79,939.00	6,162.36	39,311.18		40,627.82	50.82	
	CIRCUIT COURT	78,669.00	79,939.00	6,162.36	39,311.18		40,627.82	50.82	
62100-621	CLERK OF COURTS	352,513.00	372,313.00	28,307.55	211,689.37		160,623.63	43.14	
	--MAJOR TOTAL--	352,513.00	372,313.00	28,307.55	211,689.37		160,623.63	43.14	
	CLERK OF COURTS	352,513.00	372,313.00	28,307.55	211,689.37		160,623.63	43.14	
63100-631	COMMONWEALTH'S ATTORNEY	422,326.00	422,326.00	33,965.16	239,591.25		182,734.75	43.26	
63100-632	VICTIM/WITNESS PROGRAM	68,427.00	78,025.00	7,923.86	45,280.66		32,744.34	41.96	
	--MAJOR TOTAL--	490,753.00	500,351.00	41,889.02	284,871.91		215,479.09	43.06	
	COMMONWEALTH'S ATTORNEY	490,753.00	500,351.00	41,889.02	284,871.91		215,479.09	43.06	
81000	CONTRIBUTIONS TO OUTSIDE AGENCIES								
81100-801	Cater Health District	176,489.00	176,489.00		88,244.50		88,244.50	50.00	
81100-803	Old Dominion Emerg. Medical Serv.	982.00	982.00		982.00				
81100-805	District 19 Community Services Bd	64,499.00	64,499.00	32,249.50	64,499.00				
	--MAJOR TOTAL--	241,970.00	241,970.00	32,249.50	153,725.50		88,244.50	36.46	

FUND #-100 EXPENDITURE

GENERAL FUND - EXPENDITURE SUMMARY BY DEPARTMENTS

		-COST SUMMARY-		7/01/2016 - 1/31/2017		-COST SUMMARY-		
ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING
81300-811	Crater Area Aging	7,060.00	7,060.00		7,060.00			
81300-812	Sussex SS Christmas Program	1,000.00	1,000.00				1,000.00	100.00
81300-814	The Improvement Assoc	64,000.00	66,000.00		66,000.00			
81300-816	Red Cross	2,000.00	2,000.00		2,000.00			
81300-819	Mission Ministries-Wav. Tornada Rel		800.00-				800.00-	100.00
81300-822	VA Cooperative Extension	70,768.00	70,768.00	6,702.73	13,876.06		56,891.94	80.39
81300-823	Chowan Basin Soil & Water Conserv.	3,355.00	3,355.00		3,355.00			
81300-824	South Centre Corr. Res Con & Dev Co	2,000.00	2,000.00				2,000.00	100.00
81300-829	Chowan Basin Proj. / City Franklin	7,200.00	7,200.00		7,200.00			
	--MAJOR TOTAL--	157,383.00	158,583.00	6,702.73	99,491.06		59,091.94	37.26
81400-825	Wakefield Foundation	10,000.00	10,000.00		10,000.00			
81400-826	Blackwater/Regional Library	154,985.00	154,985.00	38,746.25	116,238.75		38,746.25	25.00
81400-827	MBC Museum	5,000.00	5,000.00		5,000.00			
	--MAJOR TOTAL--	169,985.00	169,985.00	38,746.25	131,238.75		38,746.25	22.79
81500-831	John Tyler Community College	1,000.00	1,000.00				1,000.00	100.00
81500-833	Southside Virginia Education Center	4,000.00	4,000.00		4,000.00			
	--MAJOR TOTAL--	5,000.00	5,000.00		4,000.00		1,000.00	20.00
81600-840	Sussex Youth & Adult Recreation Ctr	6,000.00	6,000.00		6,000.00			
81600-843	Senior Citizens, Eastern	10,000.00	10,000.00		10,000.00			
	--MAJOR TOTAL--	16,000.00	16,000.00		16,000.00			
81800-860	Crater Planning District Commission	9,790.00	9,790.00	4,895.00	9,790.00			
81800-861	IDA	500.00	500.00				500.00	100.00
81800-862	Virginia's Gateway Region	27,050.00	32,050.00		32,050.00			
81800-863	Crater Criminal Justice/fr Sh Bud.	103,100.00	103,100.00	3,232.67	54,732.02		48,367.98	46.91
81800-869	Crater Small Bus Dev Cent Longwod U	3,000.00	3,000.00		2,500.00		500.00	16.66
	--MAJOR TOTAL--	143,440.00	148,440.00	8,127.67	99,072.02		49,367.98	33.25
	CONTRIBUTIONS TO OUTSIDE AGENCIES	733,778.00	739,978.00	85,826.15	503,527.33		236,450.67	31.95
93100	TRANSFERS TO OTHER FUNDS	8,933,479.00	9,952,374.24	620,409.27	4,456,131.02		5,496,243.22	55.22
93200	EXP ACCOUNT NON DEPARTMENT	178,643.00	160,523.00				160,523.00	100.00
	TRANSFERS TO OTHER FUNDS	9,112,122.00	10,112,897.24	620,409.27	4,456,131.02		5,656,766.22	55.93
95000	DEBT SERVICE	2,048,710.00	2,048,710.00	113,365.00	2,001,988.20		46,721.80	2.28
	DEBT SERVICE	2,048,710.00	2,048,710.00	113,365.00	2,001,988.20		46,721.80	2.28
99900	NON DEPARTMENTAL	114,661.00	114,661.00		54,554.83		60,106.17	52.42
	NON DEPARTMENTAL	114,661.00	114,661.00		54,554.83		60,106.17	52.42
	--FUND TOTAL--	21,675,558.00	22,935,484.91	1,485,391.08	12,462,699.33		10,472,785.58	45.66

1/31/2017 \*GL060\* Onnie L. Woodruff, Treasurer  
 FUND #-302 REVENUE

SUSSEX COUNTY  
 CAPITAL IMPROVEMENT FUND - DETAIL REVENUE SUMMARY

		- D E T A I L -				- D E T A I L -			
MAJOR	ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	% REMAIN.	
	999	REVENUE - CAPITAL PROJECT FUND							
	10000	REVENUE FROM LOCAL SOURCES							
	15000	REVENUE FROM USE OF MONEY/PROPERTY							
	15010	REVENUE FROM USE OF MONEY							
0001		Interest Earned on Bank Deposits	.00	.00	101.00	101.00	101.00-	100.00-	
		REVENUE FROM USE OF MONEY	.00	.00	101.00	101.00	101.00-	100.00-	
		REVENUE FROM USE OF MONEY/PROPERTY	.00	.00	101.00	101.00	101.00-	100.00-	
	16000	CHARGES FOR SERVICES							
	16010	COURT COSTS							
	20000	REVENUE FROM THE COMMONWEALTH							
	24000	CATEGORICAL AID - STATE							
	24040	CATEGORICAL AID - OTHER							
	40000	OTHER FINANCING SOURCES							
	41000	NON-REVENUE RECEIPTS							
	41040	PROCEEDS FROM INDEBTNESS							
	41050	FUND TRANSFERS							
0100		Transfer from General Fund	193,000.00	399,625.00	10,625.00	206,625.00	193,000.00	48.29	
0999		Trf in fr Fd. 999 Escrow Acct	.00	440,000.00	.00	.00	440,000.00	100.00	
		FUND TRANSFERS	193,000.00	839,625.00	10,625.00	206,625.00	633,000.00	75.39	
		NON-REVENUE RECEIPTS	193,000.00	839,625.00	10,625.00	206,625.00	633,000.00	75.39	
		--FUND TOTAL--	193,000.00	839,625.00	10,726.00	206,726.00	632,899.00	75.37	

SUSSEX COUNTY  
 EXPENDITURE SUMMARY

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAIN.
999	EXPENDITURES - CAPITAL PROJECT FD							
90000	CAPITAL PROJECTS							
91000	CAPITAL IMPROVEMENT PLAN							
91100	NEW CONSTRUCTION, ADD. OR RE							
91200	TECHNOLOGY INFRASTRUTURE							
91201	REPLACE E911 EQUIPMENT							
91300	VEHICLES & OTHER RELATED EQUIP.							
0003	Fire Dept. SCBA Replacement	.00	440,000.00	413,645.00	413,645.00	.00	26,355.00	5.98
0011	Sheriff Patrol Vehicle	173,000.00	183,625.00	.00	.00	.00	183,625.00	100.00
	VEHICLES & OTHER RELATED EQUIP.	173,000.00	623,625.00	413,645.00	413,645.00	.00	209,980.00	33.67
91500	MISCELLANEOUS PROJECTS							
	CAPITAL IMPROVEMENT PLAN	173,000.00	623,625.00	413,645.00	413,645.00	.00	209,980.00	33.67
93100	TRANSFERS TO OTHER FUNDS							
94000	CAPITAL PROJECTS							
94000-120	CAPITAL PROJECTS		Jarratt Senior Center					
	--SUB TOTAL--	.00	.00	.00	.00	.00	.00	.00
94100	LANDFILL CLOSURE							
94250	COMMUNICATIONS							
8212	New Radio System Cost	.00	1,362,261.00	8,243.75	567,177.59	.00	795,083.41	58.36
	COMMUNICATIONS	.00	1,362,261.00	8,243.75	567,177.59	.00	795,083.41	58.36
94300	EMERG REPAIR JARRATT SENIOR CTR							
94400	RENOVATION OF COUNTY BLDGS							
8212	Renov/Repair Bldg/Phone Sys. Etc.	20,000.00	269,317.00	1,645.00	1,805.00	.00	267,512.00	99.32
8216	Hist, Courthouse Roof Replacement	.00	14,797.00	.00	.00	.00	14,797.00	100.00
	RENOVATION OF COUNTY BLDGS	20,000.00	284,114.00	1,645.00	1,805.00	.00	282,309.00	99.36
94500	SCHOOL PROJECTS							
94700	ANIMAL POUND BLDG & COMPLEX							
94800	WASTE SITE PURCHASE							
94900	COMMONWEALTH ATTNY OFFICE BLDG							
	CAPITAL PROJECTS	20,000.00	1,646,375.00	9,888.75	568,982.59	.00	1,077,392.41	65.44
95300	STONY CREEK SCHOOL SITE							
96000	PUBLIC PARK DEVELOPEMENT							
	--FUND TOTAL--	193,000.00	2,270,000.00	423,533.75	982,627.59	.00	1,287,372.41	56.71

DATE REC'D	FOR MONTH	RATE/TON 0.00	NET/TON 0.00	CO. USED TONS	TOTAL REV. Bud 4.8 mil	CONSENT FEE ESCROW FUNI	CONSENT FEE BRAMBLES CR	BASE RENT	Ave need & Bal of Bud
									\$4,600,000.00 Budgeted
7/22/2016	June 2016	\$3.98	109,626.48	846.06	\$436,313.39				\$383,333.33
8/24/2016	July 2016	\$3.98	100,758.12	832.03	\$401,017.32				\$378,516.96
9/22/2016	Aug. 2016	\$3.98	106,713.32	848.83	\$424,719.01				\$376,266.93
10/20/2016	Sept. 2016	\$3.98	92,302.71	843.62	\$367,364.79				\$370,883.36
11/20/2016	Oct. 2016	\$3.98	111,015.23	794.35	\$441,840.62				\$371,323.19
12/21/2016	Nov. 2016	\$3.98	88,817.83	808.18	\$353,494.96				\$361,249.27
1/20/2016	Dec. 2016	\$3.98	85,192.13	740.52	\$339,064.68				\$362,541.65
<b>CPI Increase</b>		\$3.98			\$0.00				
2/19/2017	Jan. 2017	\$3.98			\$0.00				\$367,237.05
3/25/2017	Feb. 2017	\$3.98			\$0.00				\$367,237.05
4/22/2017	Mar. 2017	\$3.98			\$0.00				\$367,237.05
5/21/2017	Apr. 2017	\$3.98			\$0.00				\$367,237.05
6/24/2017	May 2017	\$3.98			\$0.00				\$367,237.05
<b>AC TOT FYE 2017 Bud</b>		<b>\$4,600,000</b>	<b>694,425.82</b>	<b>5,713.59</b>	<b>\$2,763,814.76</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$1,836,185.24</b>
<b>G TOTAL PROJ</b>			<b>30,954,862.23</b>	<b>187,391.68</b>	<b>121,934,256.98</b>	<b>4,768,264.00</b>	<b>5,192,300.00</b>	<b>5,480,000.10</b>	

Current Conditions of Agreement and CUP

1. Tenant shall build a total of 10 collections sites.
2. Current County Capacity 800,000 tons
3. Landfill Current Lease 1,315 Acres
4. May 2014, Reimbursement for inspections increase to \$225,000/year and increases \$25,000 per 5 year increments.
5. Escrow Agreement: Escrow account/bond/letter \$5,000/acres with a max. of \$1,000,000 with interest earning to a gross max. of \$2,000,000. Amendment to Escrow Agreement allows for additions deposits of \$5,000/acres over 200 acres of landfill used with no maximum accumulation.

Note: Sup. Rent ended 12/02

**Sussex County**  
**Ten Year Landfill Revenue Summary**  
*Onnie L. Woodruff, Treas.*

MO. RECD	FYE2006	FYE2007	FYE2008	FYE2009	FYE2010	FYE2011	FYE2012	FYE2013	FYE2014	FYE2015	FYE2016	FYE2017	3Yr Ave.
July	852,144	819,849	812,429	699,620	558,173	599,541	629,481	471,147	490,908	480,391	501,253	436,313	490,850
August	787,376	830,151	803,179	712,021	577,545	509,002	597,953	445,265	489,118	454,641	429,103	401,017	457,621
July Adj									23,595				7,865
September	749,215	808,986	796,329	669,685	475,125	503,372	592,764	479,789	432,466	350,607	324,276	424,719	369,116
Aug. Adj									10,179				3,393
October	699,786	752,231	715,269	683,656	500,954	545,971	514,347	408,069	401,828	399,043	308,871	367,365	369,914
Sept. Adj									20,337				6,779
November	712,291	889,097	790,715	670,320	481,954	567,260	476,176	430,052	405,430	382,450	334,371	441,841	374,084
December	689,609	798,459	714,193	537,570	455,412	541,780	415,797	534,057	322,278	335,460	339,298	353,495	332,346
January	665,109	650,791	667,328	504,874	449,831	479,350	441,254	488,614	343,461	389,239	390,132	339,065	374,277
February	724,022	713,718	719,697	486,201	437,417	484,712	432,349	542,928	377,628	403,443	342,709		374,593
recd Feb													
March	690,792	582,539	632,047	449,975	419,355	472,753	404,675	403,559	317,919	290,654	341,827		316,800
April	798,204	790,823	739,381	507,925	493,043	586,694	403,647	426,530	338,922	459,688	389,559		396,056
May	748,483	799,360	711,795	544,548	507,140	572,823	441,761	480,225	390,339	544,490	360,063		431,631
June	814,725	768,332	724,680	518,084	571,595	578,670	458,093	473,070	399,471	508,752	400,137		436,120
<b>Totals</b>	<b>8,931,755</b>	<b>9,204,335</b>	<b>8,827,042</b>	<b>6,984,479</b>	<b>5,927,545</b>	<b>6,441,927</b>	<b>5,808,297</b>	<b>5,583,306</b>	<b>4,763,878</b>	<b>4,999,574</b>	<b>4,461,599</b>	<b>2,763,815</b>	<b>4,741,684</b>
Current Year Budget amount:			<u>4,600,000</u>										

# *Community Development*



*January 2017*

*Monthly Report*

# Community Development Office Monthly January 2017

*Mr. André M. Greene, Director of Community Development*

## *Economic Development*

- *Staff assisted in making revisions to the Request for Information (RFI) for Project DOL.*
- *Cabin Point Road Water and Sewer Line Extensions Project- Plans were revised by Timmons Group in accordance with the comments received by DEQ. Plans were resubmitted at the end of January and the County is currently waiting on approval from DEQ.*

## *Community Development/Special Programs Grant Administration*

- *January 3, 2017- A Community Meeting was held for the Waverly Tornado Recovery (UNOS) Project at the Sussex County Housing Office.*
- *January 19, 2017- A Public Hearing was held for the Waverly Tornado Recovery (UNOS) Project at the Sussex County Judicial Center.*

## *Planning & Zoning*

- *Three (3) Address Application completed and processed*
- *Two (2) Zoning Applications reviewed and approved*
- *Two (2) Plats Approved*
- *Staff received and processed a request for a Zoning Ordinance Amendment, a Rezoning and a Conditional Use Permit (CUP).*

## *Erosion & Sediment Control*

- *Two (2) Agreement in Lieu of an Erosion & Sediment Control Plan Application were completed*
- *Three (3) E&S projects are active with inspections being made after each rain event.*
- *One (1) Site Plan for Strata Solar is pending approval before land disturbance permit can be issued.*
- *One (1) Pre-Construction meeting resident regarding a new single family dwelling*





## County of Sussex Planning Commission

### 2016 Annual Report January-December 2016

**Adopted by the Planning Commission: February 6, 2017**

Steve White  
Chairman

Andre M. Greene  
Director of Community Development

## 2016 Planning Commission Members

**Steve White, Chairman**  
**J. Lafayette Edmond, Vice Chairman**  
**Kevin Bracy**  
**Brenda Burgess**  
**Jeffery Gary**  
**Frank Irving**  
**Richard L. Johnson**  
**Roger King**  
**Terry Massenburg**  
**Dennis Mason**  
**Andrew Mayes**  
**Robert Young, Jr.**

### Introduction

Section 15.2-221, of the Code of Virginia, as amended, prescribes the duties of the local planning commission. Among other things, these duties include a requirement to make recommendations and to provide an annual report to the governing body concerning the operation of the commission and the status of planning within its jurisdiction.

## Planning Commission Update

### Re-organization/Appointments

The Planning Commission re-elected Steve White as its Chairman, and J. Lafayette Edmond as its Vice-Chairman, for 2016. In 2016, the Sussex County Board of Supervisors re-appointed Steve White, Terry Massenburg and Robert Young Jr. to the Planning Commission for four-year terms. Also, during 2016, Horace L. Brittle and Gurney Cowling Jr., resigned from their positions as Planning Commissioners. The Sussex County Board of Supervisors voted unanimously to appoint Andrew Mayes to the Planning Commission for a four-year term to replace Horace L. Brittle.

### Meetings

The Planning Commission held six (6) meetings and two (2) work sessions in 2016.

## **2016 Planning/Zoning Summary**

The Planning Division approved seventeen (17) plats that included family divisions and Boundary Line Adjustments. Five (5) site plans (plans of development) were received and reviewed. To date, four (4) have been approved. In addition, five (5) land disturbance permit applications were received, processed and issued. A total of seventy-eight (78) zoning permits were issued and twelve (12) address requests were processed for new residences, new businesses and home occupation uses in the county.

New businesses locating in the County in 2016 included Popeye's Restaurant, Mobile Gasoline Station/Convenience Store and, Wendy's Restaurant. The new business locations were at the Davis Travel Plaza located in the Stony Creek Election District.

In November of 2016, with assistance from World View Solutions, the County completed the development of its Geographic Information System (GIS). The County's GIS system is accessible to the public on the county's website.

### **Land Use Summary**

#### **Conditional Use Permits**

In 2016, four (4) Conditional Use Permit Applications were submitted and heard before the Planning Commission (Verizon Wireless Inc., Iluka Resources Inc., Christopher A. Harrison and Virginia Solar LLC).

#### **Ordinance Amendments**

In 2016, two (2) Ordinance Amendments were heard before the Planning Commission to include: Article XXII (Floodplain Overlay District, F-1) of the Zoning Ordinance and Recodification of the Zoning and Subdivision Ordinances.

#### **Comprehensive Planning**

In June of 2016, the Planning Commission approved and forwarded to the Board of Supervisors their recommended changes concerning Chapter 9 (Land Use Development) and Chapter 10 Plan for the Future (Projected Future Land Use & County-wide Goals) of the Comprehensive Plan. The Board of Supervisors approved the recommended changes in August of 2016.

In a continued effort to complete the review and update of the

**Comprehensive Plan, a work session was held on December 20, 2016 to discuss amendments to Chapter 10 (Plan for the Future), Section D (Planning Area Goals and Objectives and to Chapter 11 (Tools for Managing Development). Staff invited Dr. Michael Chandler, Director of Education for the Land Use Education Program at Virginia Tech, to facilitate the work session.**

**The results of the work session are as follows:**

- **The Sussex County Planning Commission embraced the five (5) planning areas and the rural area designation as featured in the county's comp plan.**
  - **The Sussex County Planning Commission agreed that small area plans need to be developed for each designated planning area inclusive of Sussex County's rural areas.**
  - **The Sussex County Planning Commission agreed that the Stony Creek small area plan and the Waverly/Blackwater/Route 460 small area plan should be designed, developed and adopted within the next 18 months (January, 2017-June, 2018 ).**
  - **The Sussex County Planning Commission agreed that the Jarratt small area plan and the Homeville/Wakefield/Rt. 460 small area plan should be developed during FY 19 (July 1, 2018-June 30, 2019).**
  - **The Sussex County Planning Commission agreed that the Sussex Courthouse small area plan and the Rural Area small area plan should be developed during FY-20.**
  - **The Sussex County Planning Commission agreed the goals and objectives featured in the 2016 comp plan would benefit from a modest restructuring wherein the goals will be listed separately and the several objectives will be incorporated within the small are plans.**
- \* It is important to note it was assumed that the respective small area plans would be developed in-house by the Sussex County staff. If this assumption changes, the timeline for developing the respective plans may also change due to assistance from either an outside agency (i.e. Crater PDC) or private consultant.**

## 2016 PLANNING COMMISSION ANNUAL REPORT CHART

2016 Applicant	Case Number	Tax Map Number	Application Type	Commission Action	Zoning Case Summary
Sussex County	OA #2016-01 Floodplain Overlay District		Ordinance Amendment to the Zoning Ordinance	02/28/16 Approved 11 to 0	<b>ORDINANCE AMENDMENT- OA #2016-01</b> An Ordinance amending and reenacting Article XXII (Floodplain Overlay District, F-1) of the Zoning Ordinance of Sussex County, Virginia by establishing floodplain districts, by requiring the issuance of permits for development, and by providing factors and conditions for variances to the terms of the floodplain regulations. Every few years, it is required by FEMA that counties and cities are to update their Flood Ordinances. The county's Floodplain Ordinance was last adopted March 30 <sup>th</sup> , 2009. Flood Plain Ordinance was adopted by Board of Supervisors in March of 2016.
Sussex County	OA #2016-02 Recodification		Ordinance Amendment to the Zoning & Sub-division Ordinances	02/28/16 Approved 11 to 0	<b>ORDINANCE AMENDMENT- OA #2016-02</b> An ordinance amending, reenacting and re-codifying the Sussex County Subdivision Ordinance (currently Chapter 13 of the Sussex County Code) and Zoning Ordinance (currently Chapter 16 of the Sussex County Code). Amendments to the Subdivision Ordinance include (1) technical changes that correct previously made typographical and grammatical errors, and (2) a revised provision that authorizes the Board of Supervisors to establish fees for review of plats by resolution. Recodification of both ordinances were approved by the Board of Supervisors in March of 2016.
Iluka Resources Inc.	CUP #2016-01	100-A-3 & 101-A-35	Conditional Use Permit	03/7/16 Approved 11 to 0	<b>CONDITIONAL USE PERMIT- CUP #2016-01</b> Pursuant to Section 16-22§27 of the Zoning Ordinance, the applicant, Iluka Resources Inc., seeks a conditional use permit to allow the excavation and mining of mineral sands on tax map number 100-A-3 owned by Parson FP & Joyce R Trustees of the FP Parson Living Trust, and map number 101-A-35, owned by Iluka Resources Inc. Both parcels in question are zoned A-1, General Agricultural District, which allows the proposed use with a conditional use permit. The affected properties are located on the west line of Route 616 (Stewart Road) in the Stony Creek Election District. Conditional Use Permit Application #2016-01, was approved by the Board of Supervisors in April of 2016.
Christopher A. Harrison	CUP #2016-02	138-A-17	Conditional Use Permit	06/6/16 Approved 10 to 0	<b>CONDITIONAL USE PERMIT- CUP #2016-02</b> Pursuant to Section 16-22, subsection 38 of the Zoning Ordinance, the applicant, Christopher A. Harrison, seeks a conditional use permit to operate a commercial kennel (dog boarding facility) on tax map number 138-A- 17 consisting of 1.90 acres. The parcel in question is zoned A-1, General Agricultural District which allows the proposed use with a conditional use permit. The address of the subject property is 12337 Bell Road, Jarratt, VA 23867. The site in question is located on the north line of Route 644 approximately 580 feet east of the intersection of Route 644 (Bell Road) and Route 645 (Owen Road) in the Henry Election District. Conditional Use Permit Application #2016-01 was approved by the Board of Supervisors in July of 2016.
Sussex County	CPA #2016-01		Comp Plan Amendment	06/6/16 Approved 10 to 0	<b>COMPREHENSIVE PLAN AMENDMENT #2016-01</b> Revisions to Chapter IX (Land Use Development) and Chapter X (Plan for the Future) of the Comprehensive Plan are proposed in accordance with Virginia Code Section 15.2223. Comprehensive Plan Amendment #2016-01 was approved by the Board of Supervisors in August of 2016.

## 2016 PLANNING COMMISSION ANNUAL REPORT CHART

2016 Applicant	Case Number	Tax Map Number	Application Type	Commission Action	Zoning Case Summary
Verizon Wireless Inc.	CUP #2015-02	12-A-7	Conditional Use Permit	10/5/16 Approved 12 to 0	<p><b>CONDITIONAL USE PERMIT - CUP #2015-02</b> Pursuant to Section 16-369, of the Zoning Ordinance, the applicant, Verizon Wireless, seeks a conditional use permit to construct and operate a new 199' monopole communication tower and related accessory improvements on tax map number 12-A-7 (consisting of 314.05 acres). The parcel in question, owned by Dale L. Cupp, is zoned A-1, General Agricultural District. The site in question is located at 22245 Cabin Point Road, Disputanta, VA 23842 in the Blackwater Election District. Flood Plain Ordinance was adopted by Board of Supervisors in March of 2016. Conditional Use Permit Application #2015-02 was approved by the Board of Supervisors in July of 2016.</p>
Virginia Solar LLC on behalf of Sappony Solar LLC.	CUP #2016-03	66-A-14, 66-A-16, 66-A-26 & 66-A-29	Conditional Use Permit	09/12/16 Denied 6 to 5	<p><b>CONDITIONAL USE PERMIT- CUP #2016-03</b> Pursuant to Section 16-22, subsection 17.2 of the Zoning Ordinance, the applicant, Virginia Solar LLC (on behalf of Sappony Solar LLC) seeks a conditional use permit to construct and operate a solar energy facility on tax map numbers 66-A-14, 66-A-16, 66-A-26, and 66-A-29 consisting of approximately 371.38 acres. The parcels in question are zoned A-1, General Agricultural District, which allows the proposed use with a conditional use permit. The proposed site of the project is located on land south of Route 40 (Sussex Drive) between the two intersections with Booth Road (Route 658). The site continues south across Booth Road to Palestine Road (Route 657) and is located in the Stony Creek Election District. Conditional Use Permit Application #2016-03, was approved by the Board of Supervisors in September of 2016.</p>

# Sussex County Housing Department



*"Promoting safe, sanitary, decent and affordable housing"*

Date: February 6, 2017

By: Brenda H. Drew, Housing Programs Coordinator



## *Meet the Housing Team*



Ms. Wendy Williams, View Program Participant, Mr. Arkega Lucas & Mrs. Elsie Jackson, SCSEP Participants. Thanks for joining me in welcoming these valuable team members!

### **Activities in process:**

- On-going Training for 3 Volunteers
- Completed 31 Re-exams for HCV Participants
- Completed 20 Inspections
- Housing Counseling/search for 3 residents
- Homeless Veterans Outreach Initiative
- Conducted 2 Landlord Briefing
- Loan Servicing Activities underway
- Program Income Tracking
- Pocahontas Planning Grant Activities
- Tornado Recovery UNOS Project Application
- Housing Rehab Applications review
- Housing Oversight/Management Team Meetings

### *Overview*



*This monthly report provides an opportunity to express thanks for the current and future accomplishments, activities, benefits, and revenues furthered by the sincere and untiring efforts of Sussex County Department of Housing Programs.*

*As always, the report includes a summary of the programs, and outcomes, administered by the Housing Department and supervised by Mrs. Brenda Drew, Director and Housing Coordinator since 1993. The current staff consists of one full time employee. The Department has successfully assisted LMI residents of Sussex County with various housing needs and community development projects for many years.*

*Thank you for your continued cooperation and support.*



# **FYI ...**

## **How Does the Housing Choice Voucher Program Work?**

There are a variety of reasons why landlords and property owners participate in the Housing Choice Voucher Program. One of the most common is the desire to help their communities. But regardless of why they participate, landlords receive real financial benefits:

- Up to 70% of the rent is guaranteed.
- Rental property is leased that otherwise might be vacant.
- Initial and annual inspections to ensure the property is maintained in accordance to HUD's housing quality standards protect the landlord's investment.
- Landlords retain all of their rights as property owners. Neither VHDA nor the local housing agency selects the residents or interferes in a landlord's selection process as long as there is no discrimination on the basis of race, color, creed, sex, national origin, handicap or familial status.

### **Step 1: Establishing Fair Market Rents**

- Neither VHDA nor our agency partners establish these rates. Fair Market Rates (FMR) are published each year by the Department of Housing and Urban Development.
- FMRs establish rent based on number of bedrooms and are designed to protect both landlords and families.
- The HCV program uses FMRs to set voucher payment standards between 90% and 110% of the published FMRs.
- VHDA's payment standards are set at 110% of the area FMR.

### **Step 2: Determining whether a family qualifies for the program**

- Applicant household income must not exceed the income limit established by HUD for the locality in which they will be initially assisted.
- HUD publishes the income limits annually.

### **Step 3: Finding a home they'd like to live in**



- The HCV program is about choice!
- Neither VHDA nor our agency partners tell families with vouchers where they have to live.

#### **Step 4: Making a match between landlord and tenants**

- An inspection of the property ensures voucher holders will live in a safe, quality environment.
- Participating landlords are strongly encouraged by VHDA and our agency partners to go through the same qualification and screening processes they would for non-voucher holder families.
- Lease agreements are signed.
- Landlords may use their own lease agreement.

#### **Step 5: Paying the rent**

- Rent is paid by VHDA and the families who hold vouchers.
- The program pays the difference between the voucher payment standard and 30% of the participant's monthly adjusted income (MAI) towards rent and utilities.
- The participating family pays the difference between the rent and the amount subsidized, not to exceed 40% of their MAI at initial lease-up.
- Rent must be considered reasonable when compared to other similar unassisted units.
- Utility allowances are used to estimate the cost of tenant-paid utilities and vary based upon the type of housing selected.

## **FYI ...**

### **Federal Home Loan Bank**

The FHLB grant program is back again for 2017 for qualified buyers. The program will become available on Tuesday, January 17. The grant funds may be used for down payment and/or closing costs but not for any repairs on the property. The following provides a list of the available programs with some specifics regarding each program:

#### **FIRST TIME HOMEBUYER PROGRAM**

- 1) \$5000 grant
- 2) buyers must not have been on deed to any real estate property in the last 3 years
- 3) buyer must have minimum into deal (between \$1000 and \$1250, depending on amount of grant)



### **COMMUNITY PARTNERS PROGRAM**

- 1) \$7500 grant
- 2) buyers do **NOT** have to be first time homebuyers
- 3) available to **current or retired** employees in law enforcement, education, firefighting, health care and other first responders (includes janitors, secretaries, volunteer firefighters, etc)
- 4) buyer must have minimum into deal (between \$1000 and \$1875, depending on amount of grant)

### **VETERANS PROGRAM**

- 1) \$7500 TO \$10,000 grant (amount depends on whether or not buyer is/has served in an overseas military intervention)
- 2) buyers do **NOT** have to be first time homebuyers
- 3) includes a deceased veteran's spouse
- 4) **NO minimum into deal from buyer!**

### **FORECLOSURE RECOVERY PROGRAM**

- 1) \$15,000
- 2) buyers do **NOT** have to be first time homebuyers
- 3) includes a deceased veteran's spouse
- 4) buyer must have minimum into deal (between \$1000 and \$3750, depending on amount of grant)
- 5) property must be REO of member of the Federal Home Loan Bank of Atlanta

**This year, the FHLB no longer requires asset documentation – only gift letters and verification that the EMD checks and lender paid fees have cleared the buyer's account (canceled check and debit card receipts are acceptable to avoid getting bank statements).**

*FEDERAL HOME LOAN BANK OF ATLANTA 1475 Peachtree Street N.E. | Atlanta, GA 30309  
| [fhlatl.com](http://fhlatl.com) | 1.800.536.9650, option 3, option 1, option 0*



## HCV Fees Report

### Monthly Agency HAP Expense, Lease-up & Admin Fees

Reported for: 2/1/2016 to 2/6/2017

<u>Agency</u>	<u>HAP</u>	<u>UAP</u>	<u>TOTAL</u>	<u>AGENCY PAYMENTS</u>	<u>RESIDENTS</u>
<b>Sussex County</b>					
February 2016	115,392	2,940	118,332	6,904	219
March 2016	113,641	2,823	116,464	6,805	216
April 2016	116,030	3,006	119,036	6,777	215
May 2016	114,195	3,176	117,371	6,745	213
June 2016	115,114	3,059	118,173	6,809	214
July 2016	112,590	2,908	115,498	6,679	209
August 2016	112,623	3,306	115,929	7,819	210
September 2016	107,732	3,235	110,967	7,140	207
October 2016	112,359	4,075	116,434	7,104	208
November 2016	110,122	3,813	113,935	7,035	207
December 2016	104,948	3,350	108,298	6,861	201
January 2017	105,647	3,338	108,985	6,827	198
February 2017	106,557	3,635	110,192	0	200
<b>Report Totals:</b>	<b>1,446,950</b>	<b>42,664</b>	<b>1,489,614</b>	<b>83,505</b>	<b>2,717</b>
<b>Average:</b>	<b>533</b>	<b>62</b>			<b>Resident Months</b>



Housing Choice Voucher Program taking application

### Waiting List Openings – January and February 2017

The on-line application is not compatible with smart phones, iPhones, iPads, Blackberries, tablets or other digital assistance devices; YOU MUST APPLY USING A COMPUTER/LAPTOP.

The webpage will continue to state there are no waiting lists open until exactly the date and time listed below:

Agency Name/Telephone	Waiting List Residency Preference/Service Area	Date/Time Opens	Date/Time Closes
Pembroke Management Inc. Craig County/Giles County (540-921-1392) Floyd County/Montgomery (540-381-8101) Pulaski County (540-674-8326)	Craig County, VA Floyd County, VA Giles County, VA Montgomery County, VA Pulaski County, VA	Tuesday January 10, 2017 Opens at 9:00 am	Tuesday January 10, 2017 Closes at 3:00 pm
Buchanan Board of Supervisors (276-935-6243)	Buchanan County, VA	Thursday February 16, 2017 Opens at 9:00 am	Thursday February 16, 2017 Closes at 3:00 pm
Rooftop of VA Community Action Program (276-236-7131)	Carroll County, VA Grayson County, VA City of Galax, VA	Tuesday February 21, 2017 Opens at 9:00 am	Tuesday February 21, 2017 Closes at Noon
Campbell Department of Social Services (434-592-9585)	Campbell County, VA	Thursday February 23, 2017 Opens at 9:00 am	Thursday February 23, 2017 Closes at 3:00 pm
Dickenson County Rental Assistance Office (276-926-1674)	Dickenson County, VA	Tuesday February 28, 2017 Opens at 9:00 am	Tuesday February 28, 2017 Closes at 3:00 pm



Advertisement for Part-time Position

COUNTY OF SUSSEX, VIRGINIA

EMPLOYMENT OPPORTUNITY

HOUSING ASSISTANT (Part-time)

The County of Sussex is accepting applications for the position of a Part-time Housing Assistant. This position will perform a variety of duties including housing inspections, intake of applications, verifications, verbal and written communications, monthly reports, maintain records and files.

General knowledge of standard office practices, procedures, equipment and office assistance techniques; knowledge and experience in Housing Quality Standards Inspections helpful.

Any combination of education and experience equivalent to graduation from high school and experience dealing with the public. Valid Virginia Driver's license is required.

Please submit Virginia State Application to Shilton R. Butts, Assistant to the County Administrator at Post Office Box 1397, 20135 Princeton Road, Sussex, Virginia 23884 or e-mail [sricks@sussexcountyva.gov](mailto:sricks@sussexcountyva.gov). State applications can be downloaded at [www.virginia.gov](http://www.virginia.gov) or by calling (434) 246 1000 to request that the application be emailed to you. **THIS POSITION WILL REMAIN OPEN UNTIL FILLED.** If mailing or hand delivering documents, please mark the sealed envelope **"CONFIDENTIAL" TO BE OPENED BY ADDRESSEE ONLY.**

The County of Sussex is an Equal Opportunity Employer  
ADA/EEO

# Sussex Service Authority

February 16, 2017



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# SUSSEX SERVICE AUTHORITY

AN INDEPENDENT GOVERNMENTAL ENTITY

## FINANCIAL STATEMENTS

YEAR ENDED JUNE 30, 2016

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**SUSSEX SERVICE AUTHORITY**

**FINANCIAL STATEMENTS**

**YEAR ENDED JUNE 30, 2016**

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SUSSEX SERVICE AUTHORITY

FINANCIAL STATEMENTS  
YEAR ENDED JUNE 30, 2016

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STAFF SERVICE A/PRIORIT

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## ***INTRODUCTORY SECTION***

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## **Sussex Service Authority**

(A public body incorporated in 1997 to operate a  
county-wide wastewater treatment facility)

### **Board of Directors**

William J. Collins, Jr., Chairperson  
Raymond Cole, Vice Chairperson

Susan Brickhouse, Member  
Raymond Warren, Member  
David West, Member  
Sara Baumgarten, Alternate  
Jim Long, Alternate  
Robert T. Morris, Alternate  
Valerie Ricks, Alternate  
Bruce Spencer, Alternate

### **Officials**

Frank H. Irving III, Executive Director  
Michael P. Kearns, Deputy Director

1/1/2018 10:00:00 AM  
A copy of the report is available at the following URL:  
http://www.irs.gov/efile/efilestatus/efilestatus.html

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1/1/2018 10:00:00 AM  
A copy of the report is available at the following URL:  
http://www.irs.gov/efile/efilestatus/efilestatus.html

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## **FINANCIAL SECTION**

FINANCIAL SECTION

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# ROBINSON, FARMER, COX ASSOCIATES

CERTIFIED PUBLIC ACCOUNTANTS

A PROFESSIONAL LIMITED LIABILITY CORPORATION

## INDEPENDENT AUDITORS' REPORT

TO THE BOARD OF DIRECTORS  
SUSSEX SERVICE AUTHORITY  
WAVERLY, VIRGINIA

### Report on Financial Statements

We have audited the accompanying financial statements of the business-type activities of Sussex Service Authority, as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

#### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### *Auditors' Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *Specifications for Audits of Authorities, Boards, and Commissions*, issued by the Auditor of Public Accounts of the Commonwealth of Virginia. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities of Sussex Service Authority, as of June 30, 2016, and the changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Change in Accounting Principle**

As described in Note 1 to the financial statements, the Authority adopted new accounting guidance, GASB Statement Nos. 72 Fair Value Measurement and Application, 79 Certain External Investment Pools and Pool Participants, and 82 Pension Issues - an amendment of GASB Statement No. 67, No. 68, and No. 73. Our opinion is not modified with respect to this matter.

## **Other Matters**

### **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and schedules related to pension funding on pages 4 - 7 and 44-46 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### **Other Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise Sussex Service Authority's basic financial statements. The other supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The introductory section and other supplementary information are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the other supplementary information is fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory section has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated October 7, 2016, on our consideration of Sussex Service Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Sussex Service Authority's internal control over financial reporting and compliance.

*Robinson, Farmer, Cox Associates*

Richmond, Virginia  
October 7, 2016

ROBINSON, FARMER, COX ASSOCIATES, P.C.



## **Sussex Service Authority**

### **Management's Discussion and Analysis**

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**June 30, 2016**

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The following Management Discussion and Analysis (MD&A) of **Sussex Service Authority's** (Authority) financial performance provides the reader with an overview of the Authority's financial statements for the fiscal year ended June 30, 2016.

Following this MD&A are the basic financial statements of **Sussex Service Authority**. These financial statements should be read in conjunction with the notes to the financial statements, as the notes are an integral part of the financial statements.

#### **Overview of the Financial Statements**

**Sussex Service Authority** presents three basic financial statements: Statement of Net Position, Statement of Revenues, Expenses, and Changes in Fund Net Position, and Statement of Cash Flows.

**Sussex Service Authority's** financial position is measured in terms of the assets we own and the liabilities we owe on the reporting date. This information is reported on the Statements of Net Position and reflects our assets in relation to what we owe to our suppliers, employees, and other creditors. The excess of assets and deferred outflows of resources over liabilities and deferred inflows of resources represent net position.

The financial results of **Sussex Service Authority's** operating activities are reported in the Statements of Revenues, Expenses, and Changes in Fund Net Position.

The Statements of Cash Flows describe the flow of cash resources into the Authority from operating activities and investment income and the outflows of cash to pay operating expenses, purchase capital equipment, and to repay debt.

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## FINANCIAL SUMMARY

- Financial Position

A summary of *Sussex Service Authority's* Statements of Net Position for the years ended June 30, 2016 and 2015 are presented below:

### Condensed Statements of Net Position

	<u>2016</u>	<u>2015</u>
Current assets	\$ 2,309,853	\$ 2,310,373
Noncurrent assets	17,792,600	18,517,959
Other assets	362,546	418,470
Total assets	<u>\$ 20,464,999</u>	<u>\$ 21,246,802</u>
Deferred Outflows of Resources	<u>\$ 59,005</u>	<u>\$ 38,212</u>
Current liabilities	\$ 1,243,763	\$ 1,235,560
Noncurrent liabilities	14,044,806	15,021,439
Total liabilities	<u>\$ 15,288,569</u>	<u>\$ 16,256,999</u>
Deferred Inflows of Resources	<u>\$ 50,499</u>	<u>\$ 118,169</u>
Net position:		
Net investment in capital assets	\$ 1,038,414	\$ 901,472
Restricted	3,311,662	3,269,119
Unrestricted	834,860	739,255
Total net position	<u>\$ 5,184,936</u>	<u>\$ 4,909,846</u>

Net position increased by \$275,090. *Sussex Service Authority's* overall financial position remained strong.

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- Change in Net Position

A summary of *Sussex Service Authority's* Statements of Revenues, Expenses, and Changes in Fund Net Position for the years ended June 30, 2016 and 2015 is presented below:

**Condensed Statements of Revenues, Expenses, and Changes in Fund Net Position**

	<u>2016</u>	<u>2015</u>
Operating revenues	\$ 4,241,314	\$ 4,176,809
Operating expenses	<u>3,482,693</u>	<u>3,371,028</u>
<u>Net Operating income</u>	<u>\$ 758,621</u>	<u>805,781</u>
Nonoperating revenues (expenses)	<u>\$ (483,531)</u>	<u>(497,953)</u>
<u>Change in net position</u>	<u>\$ 275,090</u>	<u>307,828</u>

Operating revenues are generated by providing customer services. The largest sources of customer service revenues to *Sussex Service Authority* are sewer and water services.

Operating expenses include staff salaries and benefits. Significant increase in expenses included increases in payroll costs and the related fringe benefits, treatment costs and utility costs. Payroll costs and the related benefits increased due to salary increases and health insurance costs increasing. Treatment costs and utility costs rose due to the aging facilities owned by the Authority. Most other costs decreased by a small margin.

Nonoperating revenues (expenses) consist of interest income from investments and interest expense on debt. Interest and fiscal charges on debts decreased by \$26,560. Interest and investment income decreased by \$17,663.

The Authority is constantly looking at ways to generate additional income. The Authority is also working closely with Sussex County to bring new business to the County at their mega site and at their Route 602 site. We are also diligent in the pursuit of reducing expenses.

- **Cash Flows**

A summary of *Sussex Service Authority's* Statements of Cash Flows for the years ended June 30, 2016 and 2015 are presented below

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities:	\$ 1,997,901	\$ 1,750,793
Cash flows from capital and related financing activities:	(1,818,910)	(1,779,426)
Cash flows from investing activities:	18,672	36,335
Net increase (decrease) in cash and cash equivalents	<u>197,663</u>	<u>7,702</u>
Cash and cash equivalents, beginning of year	<u>3,425,616</u>	<u>3,417,914</u>
Cash and cash equivalents, end of year	<u>\$ 3,623,279</u>	<u>\$ 3,425,616</u>

Cash flows from operating activities increased by \$238,108 in 2016 from 2015. Cash flows from operations increased due to an increase in operating revenues. We were able to increase our user rates and fees as well as management fees and related other fees from those contracts.

Cash flows from capital and related financing activities used \$1,818,910 of cash. The Authority spent \$361,974 for equipment and capital improvements in 2016. A large portion of this pertains to the upgrade and improvement of our facilities to help reduce operating costs. Funds were also used to pay interest and principal on our indebtedness in the amount of \$1,462,744. These expenditures for indebtedness were supplemented by contributions from the Virginia Department of Corrections (VDOC) for their share of the debt for utility plant improvements.

Cash flows from investing activities were \$18,672; a decrease of \$17,663 from the year before. Interest income over the next few years should remain constant.

Overall, *Sussex Service Authority's* net cash increased by \$197,663 in fiscal year 2016.

- **Capital Assets**

*Sussex Service Authority* had \$15,931,732 in net property, plant, and equipment at June 30, 2016. In 2016, the Authority acquired \$361,974 of assets. These acquisitions consisted of upgrades to our existing facilities and infrastructure.

- **Bonds Payable**

The Authority has bond indebtedness of \$14,846,402. These bonds have varying maturity terms and rates.

#### REQUEST FOR INFORMATION

This financial report is designed to provide the citizens, clients, and taxpayers a general overview of the financial operations of the Authority. Questions concerning this report or requests for additional financial information should be addressed in writing to the Executive Director, 4385 Beef Steak Road, Waverly, Virginia 23890.

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## **BASIC FINANCIAL STATEMENTS**

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**Sussex Service Authority**  
**Statement of Net Position**  
**As of June 30, 2016**

<b>ASSETS</b>	
Current assets:	
Cash and cash equivalents	\$ 182,193
Accounts receivable, net	541,156
Other receivables	80
Prepaid items	1,206
Cash and cash equivalents - restricted	601,286
Certificates of Deposit and U.S. Treasuries - restricted	983,932
<b>Total current assets</b>	<b>\$ 2,309,853</b>
Noncurrent assets:	
Certificates of Deposit and U.S. Treasuries - restricted	\$ 1,855,868
Capital assets, net of accumulated depreciation	15,931,732
Deposits	5,000
<b>Total noncurrent assets</b>	<b>\$ 17,792,600</b>
Other assets:	
Net pension asset	\$ 362,546
<b>Total assets</b>	<b>\$ 20,464,999</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	
Pension contributions subsequent to measurement date	\$ 39,375
Items related to measurement of net pension asset	19,630
<b>Total deferred outflows of resources</b>	<b>\$ 59,005</b>
<b>LIABILITIES</b>	
Current liabilities:	
Accounts payable	\$ 119,662
Accrued liabilities	36,663
Compensated absences - current	10,950
Accrued interest payable	129,424
Notes payable - current	22,285
Bonds payable - current	924,779
<b>Total current liabilities</b>	<b>\$ 1,243,763</b>
Noncurrent liabilities:	
Compensated absences - net of current portion	\$ 98,552
Notes payable - net of current portion	24,631
Bonds payable - net of current portion	13,921,623
<b>Total noncurrent liabilities</b>	<b>\$ 14,044,806</b>
<b>Total liabilities</b>	<b>\$ 15,288,569</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Items related to measurement of net pension asset	\$ 50,499
<b>NET POSITION</b>	
Net investment in capital assets	\$ 1,038,414
Restricted	3,311,662
Unrestricted	834,860
<b>Total net position</b>	<b>\$ 5,184,936</b>

The accompanying notes to financial statements are an integral part of this statement.

**Sussex Service Authority**  
**Statement of Revenues, Expenses and Changes in Net Position**  
**Year Ended June 30, 2016**

<b>Operating revenues:</b>	
Sewer service	\$ 2,049,537
Water service	512,159
VA Department of Correction fees	1,348,704
Late/Reconnection fees	28,654
Management fees	145,054
Miscellaneous other	157,206
	<u>4,241,314</u>
<b>Total operating revenues</b>	<b>\$ 4,241,314</b>
<b>Operating expenses:</b>	
Personnel	\$ 954,052
Payroll taxes and fringe benefits	297,081
Contractual services	67,681
Other charges	965,121
Bad debt expense	25,409
	<u>2,309,344</u>
<b>Total operating expenses, other than depreciation</b>	<b>\$ 2,309,344</b>
<b>Net operating income before depreciation</b>	<b>\$ 1,931,970</b>
<b>Depreciation</b>	<b>\$ 1,173,349</b>
<b>Operating Income</b>	<b>\$ 758,621</b>
<b>Nonoperating revenues (expenses):</b>	
Interest expense	\$ (508,011)
Interest and investment income	18,672
Gain (Loss) on sale of asset	5,808
	<u>(483,531)</u>
<b>Total nonoperating revenues (expenses)</b>	<b>\$ (483,531)</b>
<b>Change in net position</b>	<b>\$ 275,090</b>
<b>Net position at beginning of year</b>	<b>4,909,846</b>
<b>Net position at end of year</b>	<b>\$ 5,184,936</b>

The accompanying notes to financial statements are an integral part of this statement.

Sussex Service Authority  
Statement of Cash Flows  
Year Ended June 30, 2016

Cash flows from operating activities:	
Payments to employees for salaries and benefits	\$ (1,264,508)
Payments to suppliers for goods and services	(1,066,869)
Receipts from customers and users	<u>4,329,278</u>
Net cash provided by (used for) operating activities	\$ <u>1,997,901</u>
Cash flows from capital and related financing activities:	
Purchase and construction of capital assets	\$ (361,974)
Principal paid on capital debt	(948,317)
Interest paid on capital debt	(514,427)
Proceeds from the sale of assets	<u>5,808</u>
Net cash provided by (used for) capital and related financing activities	\$ <u>(1,818,910)</u>
Cash flows from investing activities:	
Interest on investments	\$ <u>18,672</u>
Net increase (decrease) in cash and cash equivalents	\$ <u>197,663</u>
Cash and cash equivalents, beginning of year (including restricted funds)	\$ <u>3,425,616</u>
Cash and cash equivalents, end of year (including restricted funds)	\$ <u><u>3,623,279</u></u>
Cash and cash equivalents, as shown on Statement of Net Position	
Cash and cash equivalents	\$ 182,193
Cash and cash equivalents - restricted	601,286
Certificates of Deposit and U.S. Treasuries - restricted	<u>2,839,800</u>
Total cash and cash equivalents	\$ <u><u>3,623,279</u></u>
Reconciliation of operating income (loss) to net cash provided by (used for) operating activities:	
Operating income	\$ 758,621
Adjustments to reconcile operating income to net cash provided by (used for) operating activities:	
Depreciation	1,173,349
Change In:	
(Increase) decrease in accounts receivable	113,077
(Increase) decrease in other receivables	296
(Increase) decrease in prepaid expense	(1,206)
(Increase) decrease in net pension asset	55,924
(Increase) decrease in deferred outflows of resources	(20,793)
(Decrease) increase in deferred inflows of resources	(67,670)
(Decrease) increase in accounts payable	(32,861)
(Decrease) increase in accrued liabilities	9,630
(Decrease) increase in compensated absences	<u>9,534</u>
Net cash provided by (used for) operating activities	\$ <u><u>1,997,901</u></u>
Schedule of non-cash capital and related financing activities:	
Amortization of bond premiums	\$ 60,662

The accompanying notes to financial statements are an integral part of this statement.

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# Mission Ministries Disaster Relief Fund

February 16, 2017  
Monthly Report



**Invoice # 220981**

Cowling Bros Bldg & Supplies

*2/2/17  
Ch 1060  
725.01  
BL*



Ship To: MISSION MINISTRIES DISASTER  
RECOVERY FUND  
P. O. BOX 133  
WAVERLY, VA 23890

PO Box 6  
Waverly, VA 23890  
804-834-2271

Bill To: MISSION MINISTRIES DISASTER  
RECOVERY FUND  
P. O. BOX 133  
WAVERLY, VA 23890

*Trenika Stringfield*

Mail #:

1/31/2017 8:33:55 AM

AR Acct #:

MMI002

PO #: 216 SYLVAN

Order #: 77348

Page 1

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Ship Date  
1/14/2017

FOB

Ship Via

Terms  
NET 30 DAYS

Packages  
0

Weight  
869.58

Clerk #  
10

Item #	Description 1	Style	Order Qty	Ship Qty	Price	Net Sale
20COLLHUNIT	EA 2/0X6/8 LH HC COLONIST UNT 20COLLHUNIT	DOORS	1	1	77.57	77.57
20COLRHUNIT	EA 2/0X6/8 RH HC COLONIST UNT 20COLRHUNIT	DOORS	1	1	77.57	77.57
30COLLHUNIT	EA 3/0X6/8 LH HC COLONIST UNT 30COLLHUNIT	DOORS	2	2	85.65	171.30
34tgosb	EA 3/4X4'X8' T&G OSB 34TGOSB	PLYWOOD	9	9	18.45	166.05
WM163FJPM	EA 1-3/8"X16' FJ PMD BASE CAP WM163FJPM	PRIMEDMOULDING	18	18	6.26	112.68
8785693	200T 3 CP TYLO PASS CLEAR 8785693 B6	200T 3 CP	2	2	8.60	17.20
3301413	300T 3 CP TYLO PRIV CLEAR 3301413 B6	300T 3 CP	3	3	10.22	30.66
P2STT5	5LB 2" PGP EXT ST SCR TAN P2STT5	P2STT5	1	1	22.19	22.19
3854395	203028 FLOR RED-ORG SB MARKING 3854395 B12	203028	1	1	4.37	4.37
38203	38203 #82 GREEN UTILITY KNIFE 38203 B12	38203	3	3	3.99	11.97
GR408HG1M	BX 3"X.120 210 HG RS 1000CT GR408HG1M	GR408HG1M	1	1	23.99	23.99
6939532	9533-2 BLUE MASK TAPE1.87X60YD 6939532 B16	9533-2	1	1	7.79	7.79
6597512	9X12FT 1MIL PLAST DROPCLOTH 6597512 F24	EC-912	1	1	1.67	1.67

Total 13

Units: 44

Subtotal  
Sales Tax

725.01  
0.00

MISSION MINISTRIES 05-16  
DISASTER RELIEF FUND  
P. O. BOX 133  
WAVERLY, VA 23890-0133

1060  
68-438/514  
14

2/7/11 Date

PAY to the  
Order of

Cowling Bros

\$ 725.01

Seven hundred twenty-five & 01/100

Dollars

Photo  
Safe  
Deposit  
Details on back

 **EVB**  
BIG BELIEVERS IN YOU

Tanika Stringfellow

For

216 Sylvan

Brandi C. Kypri MP

⑆051404383⑆ 11176586⑈ 01060

Halifax Clans

COLONIAL CLASSIC®

**Mission Ministries  
 Profit & Loss**

January 2017

Jan 17

Ordinary Income/Expense

Income

400 · Direct Public Support

400.1 · Church Contributions 1,500.00

Christ Church, Newville UMC, Salem UMC, Sharon UMC, Waverly UMC

400.2 · Individual Contributions 612.00

Beil, Cheely, Jadrnak/Kessler, Lowder, Marks, Taylor, Weber, Wilson

Total 400 · Direct Public Support 2,112.00

401 · Interest 7.52

Total Income 2,119.52

Expense

600 · Disaster Relief

600.01 · Materials 1,380.19

Total 600 · Disaster Relief 1,380.19

601 · Organization Operations

601.01 · Electricity 256.19

601.03 · Phone/Internet 107.17

601.07 · Office Supplies 5.94

601.08 · Postage 47.00

Total 601 · Organization Operations 416.30

Total Expense 1,796.49

Net Ordinary Income 323.03

Net Income 323.03

ADMIN account balance \$5,942.65

OUTREACH account balance \$5,040.83

DISASTER account balance \$20,725.54

# County Administrator's County Property List Update

February 16, 2017



**Board of Supervisors**

Susan B. Seward, Chairperson  
Keith C. Blowe., Vice Chairman  
C. Eric Fly, Sr.  
Alfred G. Futrell  
John A. Stringfield  
Rufus E. Tyler, Sr.

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20135 Princeton Road  
Sussex, Virginia 23884

Vandy V. Jones, III  
Interim County Administrator  
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**Date:** February 10, 2016  
**To:** Members, Sussex County Board of Supervisors  
**From:** Vandy Jones, Interim County Administrator  
**Regarding:** County Property List

At its meeting on November 20, 2014 the Sussex Board of Supervisors authorized the County Administrator to make the following properties available for sale.

Griggs Mill Road (former) Solid Waste Convenience Site:	1.02 ac.
Grizzard Road (former) Solid Waste Convenience Site:	0.04 ac.
Wakefield Solid Waste Convenience Site:	11.89 ac.
Pocahontas Area:	3.637 ac.
I-95/Henry Road Industrial Site	198.930 ac.

In June of 2016 the BOS authorized the sale of the Chambliss and Jefferson Elementary Schools.

Current disposition of the above properties is as follows:

The Griggs Mill Road Site has been removed from the list because it was not actually owned by the County.

The Grizzard Road Site was removed because of its size and location.

A portion of the Wakefield Solid Waste Convenience Site was sold to the Town of Wakefield for \$20,700 in January 2016 (date of the signed Purchase and Sale Agreement, BOS approved sale in 2015).

The remaining sites are still County-owned and efforts will continue to be made to sell them.