

Planning and Economic Development Update

- A) Community Impact Grant - Acceptance & Appropriation**
- B) Resolution of Support – Holiday Lake 4-H Center**
- C) Addition—Fireworks Permit Request**

Virginia Skypainters owned by Mr. Ryan Francisco is requesting a Fireworks Permit for an event at Waverly Estate on 12/2/2019. They plan to use fireworks during a wedding photo shoot. We have requested that Mr. Francisco and owners of Waverly Estate obtain permission from adjacent landowners to discharge fireworks. The fireworks will be discharged between the hours of 4:00 p.m. to 6:00 p.m. (see attached insurance, licenses and discharge site).

BOARD OF SUPERVISORS

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Lunenburg County Administration
11413 Courthouse Road
Lunenburg, VA 23952

Tracy M. Gee
County Administrator

Telephone: (434) 696-2142
Facsimile: (434) 696-1798

MEMO

TO: Tracy Gee
Lunenburg County Board of Supervisors

Subject: Monthly Report

FROM: Glenn Millican

DATE: November 14, 2019

-
- Compiled and submitted the revised scope of work for the Kenbridge Community Center 'B' grant.
 - Attended the three day Rural Planning Caucus meeting in South Boston.
 - Held preliminary meeting with Timmons Engineering to initiate middle school demolition project .
 - Began scope of work documents and environmental assessments for the middle school demolition project
 - Kickoff meeting with Virginia Housing Development Authority, Commonwealth Regional Council, and town and county staff to initiate the Community Improvement Grant..
 - Continued work on Lunenburg zoning and subdivision ordinance.
 - Landfill Committee meeting with members and staff regarding host agreement progress.



September 20, 2019

Ms. Tracy Gee
County Administrator
11413 Courthouse Road,
Lunenburg, VA 23952

RE: Work Order 1; Housing Study

Dear Ms. Gee,

We are pleased to present the enclosed scope and fee to complete a study of housing vacancy and affordability in Lunenburg County, including the towns of Kenbridge and Victoria. This study will help the County to assess and map the extents of housing vacancy locally, identify affordability needs and gaps, and promote strategies to improve housing occupancy and affordability conditions. This project will be conducted in partnership with the Commonwealth Regional Council who will provide necessary grant reporting and administration to the Virginia Housing Development Authority (VHDA).

Should you have any questions related to this scope and fee, please let me know.

Thank you for the opportunity to work with you to help you achieve your community's goals.

Sincerely,

A handwritten signature in cursive script that reads "Darren K. Coffey".

Darren K. Coffey, AICP
Chief Executive Officer

I have reviewed the scope and fee for the associated task order and I hereby give the consultant notice to proceed for the work described herein.

Tracy Gee, County Administrator

Date

SCOPE OF WORK

The Scope of Work for the County's Housing Study includes the follow tasks:

Task 1: Project Kickoff

Hold one project kickoff meeting between consultants and the established Housing Coalition made up of representatives from Lunenburg, Victoria, and Kenbridge.

Task 2: Survey and Input

Conduct a survey to determine the number and location of vacant housing units using existing local data and/or coordination with utility companies. Develop and conduct an online community survey of housing needs. Identify specific stakeholders, including major local employers, for focused input meetings.

Task 3: Mapping and Input

Develop an asset map of housing survey results to identify areas of need and opportunity. Conduct individual interviews with identified stakeholders.

Task 4: Market Needs and Gaps Analysis

Using available data and the results of specific research and interviews, develop an assessment of local housing needs and areas for improvement.

Task 5: Strategies

Prepare a prioritized plan of recommended actions to address local housing needs and gaps, including strategies for making vacant units available for rent at appropriate prices.

Task 6: Final Report

Prepare a final report including survey results, Market Needs and Gaps Analysis, and Prioritized Plan.

Task 7: Presentation

Present the final report to one joint meeting of the Lunenburg County Board of Supervisors and Kenbridge and Victoria Town Councils. Transmit the final report to VHDA.

Task 8: Grant Administration

Consultant will coordinate with the Commonwealth Regional Council who will provide necessary grant reporting and administration to the Virginia Housing Development Authority (VHDA).

FEE & SCHEDULE

| <i>Task</i> | <i>Fee</i> | <i>Oct. 2019</i> | <i>Nov. 2019</i> | <i>Dec. 2019</i> | <i>Jan. 2020</i> | <i>Feb. 2020</i> | <i>April 2020</i> | <i>May 2020</i> | <i>June 2020</i> | <i>July 2020</i> | <i>Aug. 2020</i> | <i>Sep. 2020</i> | <i>Oct. 2020</i> | <i>Nov. 2020</i> | <i>Dec. 2020</i> |
|------------------------------|-----------------|------------------|------------------|------------------|------------------|------------------|-------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Task 1: Project Kickoff | \$2,500 | ■ | | | | | | | | | | | | | |
| Task 2: Survey and Input | \$4,500 | | ■ | ■ | ■ | ■ | | | | | | | | | |
| Task 3: Mapping and Input | \$5,500 | | | | | | ■ | ■ | | | | | | | |
| Task 4: Market Needs & Gaps | \$4,000 | | | | | | | ■ | ■ | | | | | | |
| Task 5: Strategies | \$2,500 | | | | | | | | | ■ | ■ | ■ | | | |
| Task 6: Final Report | \$2,000 | | | | | | | | | | | | ■ | ■ | |
| Task 7: Presentation | \$1,500 | | | | | | | | | | | | | | ■ |
| Task 8: Grant Administration | \$2,500 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| TOTAL FEE | \$25,000 | | | | | | | | | | | | | | |

** Fees are inclusive of non-direct expenses includes travel, printing, and other materials.*



**RESOLUTION OF SUPPORT
HOLIDAY LAKE 4-H EDUCATIONAL CENTER (HL4HEC)
TO
THE COMMONWEALTH OF VIRGINIA
FOR ESSENTIAL CAPITAL SAFETY IMPROVEMENT PROJECTS**

WHEREAS, Holiday Lake 4-H Educational Center (HL4HEC), a non-profit 501c (3) organization, is requesting funds for essential capital safety improvements from the Virginia General Assembly, in the amount of \$332,000 for the 2020/2022 biennial budget,

WHEREAS, HL4HEC mission is to improve the quality of life by educating youth and adults in a natural setting,

WHEREAS, Holiday Lake 4-H Educational Center (HL4HEC) serves nineteen (19) Virginia localities which includes the counties of Albemarle, Amherst, Appomattox, Amelia, Brunswick, Buckingham, Campbell, Charlotte, Cumberland, Fluvanna, Greene, Louisa, Lunenburg, Mecklenburg, Nelson, Nottoway, and Prince Edward as well as the cities of Charlottesville and Lynchburg,

WHEREAS, HL4HEC is located in the 20,000-acre Appomattox/Buckingham State Forest, the largest state forest in Virginia,

WHEREAS, the 4-H Center leases 157.8 acres from the Virginia Department of Forestry on a long-term lease through the year 2080,

WHEREAS, the objectives of HL4HEC are:

- To provide four seasons annually of educational camping programs for 4-Hers in Central, Southside and specialized camps across the state of Virginia.
- To provide special programs and activities to include Natural Resource Education as a resource for school groups, 4-H clubs, the summer 4-H camping program as well as for adults.
- To provide facilities, programs, and services necessary to serve as the Virginia 4-H Shooting Education Center.
- To provide quality facilities and support services year-round for diverse groups from multiple geographical regions.
- To evaluate the effectiveness of educational programming on an ongoing basis and to revise programming to meet the changing needs of stakeholders.

WHEREAS, today at HL4HEC, over ten thousand (10,000) participants (many of which are underserved youth) benefit annually from a variety of programs. Holiday Lake 4-H Educational Center has served the youth and adults of Central/Southside Virginia and beyond since 1941. Thousands of urban youth get to experience the "forest" through 4-H and Natural Resource Education programs at the 4-H Center. For almost 80 years, Lunenburg County has played an active part of the more than one hundred thousand (100,000) lives that have been enriched at the 4-H Center through educational programs, friendships and a closeness to nature,

WHEREAS, in 2011 HL4HEC was registered as a Virginia Historic Landmark and listed on the National Register of Historic Places. The historic registration (which in part includes 15 cabins built in 1937 by the WPA which are still used today) assures that the original character of the historic buildings will be preserved,

WHEREAS, through a memorandum of understanding between the Appomattox County School Board and HL4HEC, the 4-H Center serves as a designated evacuation site to be utilized in the event of an emergency which would require students to be taken out of the Appomattox County Schools and be temporarily located at HL4HEC,

NOW THEREFORE BE IT RESOLVED, the 4-H Center's capital improvement projects include facility upgrades/installations to include Medical Clinic Facility and Equipment Upgrade (including floor replacement and AED), PA System (Active Shooter), ADA accessibility improvements, Emergency Generator, Exterior Security Lighting, Infrastructure Upgrades (drainage system, sidewalks, sewer lines and water storage and pressure tank repair/painting), HVAC units, Large Pavilion Upgrade, Roof, Gutter and Siding Replacements, Kitchen Floor Replacement, Challenge Course Repairs and Improvements and Platform Tents for Outdoor Skill Education;

BE IT FURTHER RESOLVED, upon receiving the funds and completing the necessary capital improvements, Holiday Lake 4-H Educational Center will be able to increase the 4-H Center's useful life and continue to serve thousands of youth and adults for many years to come in Central and Southside Virginia.

Adopted this 14th day of November, 2019 by the Lunenburg County Board of Supervisors during its regular monthly meeting.

APPROVED

ATTEST

Chairman, Board of Supervisors

Clerk, Board of Supervisors

Lunenburg County Board of Supervisors,

My name is Ryan Francisco. I'm the owner of Virginia Skypainters. We are a fireworks company located in South Boston, Va.

We provide consumer and professional grade fireworks displays for sponsors at suitable locations. We are certified for Aerial Pyrotechnics in Va. and also hold an ATF Type 54 License.

We are insured up to \$1,000,000 liability by PPIB, and get Certificates of Insurance for every event.

I have been requested by a client to discharge fireworks during a wedding photo shoot in Lunenburg, Va. on December 2, 2019 at Waverley Estates. I am requesting a Fireworks Permit for the event.

We provide site maps of the discharge site and related property when requested, as well as detailed lists of pyro material used.

I appreciate your consideration of my request.

Kind Regards,

Ryan Francisco

Virginia Skypainters



Plan for handling misfires and duds

1) Misfires:

A misfire is a shell that never leaves the gun. Causes are a) Leader fire did not reach lift charge; b) lift charge was wet and failed to lift the shell, c) Leader failed to light.

Resolution:

Wait 30 minutes after show for cool-down. Examine mortars for misfires. If any found, douse artificial lights to be sure no remaining sparks. Feel outside bottom of mortar - insure cold mortar. Position all team members away from mortar. Remove mortar from rack, keeping body parts away from mouth of mortar. Carefully, roll the shell from the mortar onto the ground on the other side of the rack from display operator's position. Note status of shell. If any lingering sparks, leave the area with crew. Return in 30 minutes. Pick up cold shell, inspect. Put it by itself in the truck with no other product. Return it to the distributor.

2) Duds:

A dud is a shell that lifted from the mortar and failed to burst. It is usually found on clean-up, but may be detected during the shoot.

Resolution:

If a dud is known to be in or about the fallout area, the area must be secured until a proper search can be done. Owners must be notified; a cursory sweep by the crew may be done at night, but if it's not found, the area must be cordoned off from pedestrians.

Upon locating a dud, the dud may not be handled for 30 minutes after the shoot. It should be inspected for lingering sparks and allowed to rest undisturbed. Pick up the cold shell, inspect. Put it by itself in the truck with no other product. Return it to the distributor.

3) Unfired Cakes.

Resolution:

All cakes that fail to fire are returned to the operator for inspection and disposal.

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

| | | | |
|---|---|---|-----------------------------|
| Chief, ATF Correspondence To | ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431 | License/Permit Number | 1-VA-083-54-0L-00927 |
| Chief, Federal Explosives Licensing Center (FELC) | <i>Christopher R. Reers</i> | Expiration Date | November 1, 2020 |
| Name | FRANCISCO, DANNY RYAN | | |
| Residence Address (Changes? Notify the FELC at least 10 days before the move.) | 1100 GROVE AVENUE SOUTH BOSTON, VA 24592- | | |
| Type of License or Permit | 54-USER OF EXPLOSIVES | | |
| Purchasing Certification Statement | Mailing Address (Changes? Notify the FELC of any changes.) | | |
| <p>The licensee or permittee named above shall use a copy of this license or permit to assist a purveyor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."</p> | | FRANCISCO, DANNY RYAN 1100 GROVE AVENUE SOUTH BOSTON, VA 24592- | |
| Licensee/Permittee Responsible Person Signature | Position/Title | | |
| <i>FRANCISCO</i> | 11-1-17 | | |
| Printed Name | Date | | |
| FRANCISCO | 11-1-17 | | |

ATF Form 5400-14/5400-15 (Part 1)
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse, child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for the benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

It Here

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: FRANCISCO, DANNY RYAN

Business Name:

License/Permit Number: 1-VA-083-54-0L-00927

License/Permit Type: 54-USER OF EXPLOSIVES

Expiration: November 1, 2020

License Note: Not Valid for the Sale or Other Disposition of Explosives.

Virginia State Fire Marshal's Office



**Certified Pyrotechnician
Aerial**

Name: Francisco, Danny "Ryan"
Certification #: T62207417
Effective Date: October 18, 2017
Expiration date: October 18, 2020

CERTIFICATE OF INSURANCE

ISSUE DATE 11/7/2019

| | |
|---|---|
| PRODUCER PROFESSIONAL PROGRAM INSURANCE BROKERAGE DIVISION OF SPG INSURANCE SOLUTIONS, LLC 371 BEL MARIN KEYS BLVD., SUITE 220 NOVATO CA, 94949-5662 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR LATER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <p style="text-align: center;">INSURER(S) AFFORDING COVERAGE</p> INSURER A: LLOYD'S OF LONDON INSURER B: INSURER C: INSURER D: |
| INSURED Francisco Display Fireworks LLC DBA: Virginia Skypainters 1100 Grove Avenue South Boston, VA 24592 | |

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|--------|--|---------------|----------------------------------|-----------------------------------|-------------------------------------|--------------|
| | | | | | | |
| A | GENERAL LIABILITY CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER POLICY | PY/18-0148 | 06/20/2018 | 12/15/2019 | EACH ACCIDENT | \$ 1,000,000 |
| | | | | | MEDICAL EXP (Any one person) | \$ |
| | | | | | FIRE LEGAL LIABILITY | \$ 50,000 |
| | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | PRODUCTS-COMP/OPS AGG | \$ |
| | AUTOMOBILE LIABILITY — ANY AUTO — ANY OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | \$ |
| | EXCESS LIABILITY FOLLOWING FORM | | | | EACH ACCIDENT | \$ |
| | | | | | AGGREGATE | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATUTORY LIMITS | OTHER \$ |
| | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | \$ |
| | | | | | E.L. DISEASE-POLICY LIMIT | \$ |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Waverly Estate; Lunenburg County; and Sarah Brown, as sponsor, are Additional Insured as respects the Class B & C aerial fireworks display on 12/02/2019 located at 11586 Courthouse Rd, Lunenburg, VA 23952.

| | |
|---|---|
| CERTIFICATE HOLDER Waverly Estate Attn: Sarah Brown 11586 Courthouse Rd. Lunenburg, VA 23952 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE |
|---|---|



Red Circle- Fallout Area
Blue Rectangle- Discharge Site

Animal-Friendly License Plate Fees



RECEIVED
OCT 24 2019

BY: _____

COMMONWEALTH of VIRGINIA

Department of Motor Vehicles
2300 West Broad Street

Post Office Box 27412
Richmond, VA 23269-0001

Richard D. Holcomb
Commissioner

October 21, 2019

County Administrator
Lunenburg County
11413 Courthouse Road
Lunenburg, VA 23952

Dear County Administrator:

The Department of Motor Vehicles sells the Animal Friendly license plate, which is authorized by Virginia Code, §46.2-749.2:7, as part of its special license plate program. This plate is issued to supporters of dog and cat sterilization programs at a cost of \$25.00 per year in addition to the prescribed fee for vehicle registration. After the first 1,000 sets of plates are sold, \$15.00 of each fee is made available to the locality in which the vehicle is registered, to be used to support sterilization programs for dogs and cats. This money is set aside in a special fund titled the Dog and Cat Sterilization Fund for distribution to localities, regardless of the amount of funds involved. For Fiscal Year 2019, DMV's records indicate that your locality is due \$150.00 from this Fund.

Virginia Code §46.2-749.2:7 requires each locality to certify that this money will be used to support sterilization of dogs and cats. If your locality does not have a program for this purpose, the statute provides the locality options. You may make the funds available to any private, nonprofit sterilization program for dogs and cats in your locality or decline receipt of funds. Any funds that are declined shall be distributed to other affected localities on a pro rata basis.

Attached to this letter is a form to make your choice pertaining to the amount stated above. Complete the form and return it no later than December 20, 2019, to:

Financial Management Services
Department of Motor Vehicles
Post Office Box 25700
Richmond, Virginia 23260
Attn: Christie Parker, Room 711
Fax: (804) 367-6339

If the form is not received by the above date, it will be assumed that your locality is declining the funds. If you have any questions regarding the Animal Friendly Plate, the funds due your locality or about completing the Certification of Funds form FMS 225, please email DMV at accountspayable@dmv.virginia.gov.

With kindest regards.

Sincerely,

Richard D. Holcomb

RDH:msc

Attachment

CONCEALED WEAPONS PERMIT

Mr. Flint Lewis of 1563 Battes Road, Victoria, VA requested time to speak regarding a request to reduce the \$50 fee for Lunenburg County's concealed handgun permit. We also received several emails from others wishing to share their concern (please see attached).

Background: This \$50 permit is effective for five years and was previously (early 2000's) renewed annually with a \$10 fee. The application requires the Sheriff's Office to complete a comprehensive background check and also requires the signature of the Commonwealth's Attorney. \$35 of the fee is for the Sheriff's Office, which goes into the County's general fund to cover the cost of staff time and expenses. \$10 of the fee goes to the Clerk's Office in the general fund for processing, with a \$5 fee for State Police processing. Lunenburg Circuit Court has processed 219 permits in 2019 thus far.

Virginia Code Section - Fees for Concealed Handgun Permits – Section 18.2-308.03

The court shall charge a fee of \$10.00 for the processing of an application or issuing of a permit. Local law enforcement agencies may charge a fee not to exceed \$35.00 to cover the cost of conducting an investigation pursuant to this Code section. The State Police may charge a fee not to exceed \$5.00 to cover the cost associated with processing the application. The total amount of the charges may not exceed \$50.00, and payment may be made by any method accepted by the court.

No fee shall be charged for the issuance of a permit to a retiree described in paragraph B of Section 18.2-308.03.

The court shall issue the permit within 45 days of receipt of the completed application unless it appears that the applicant is disqualified.

The person issued a permit or in possession of a de facto permit must have the permit on his person at all times during which he is carrying a concealed handgun and must display the permit and a photo-identification issued by a government agency of the Commonwealth or by the United States Department of Defense or United States State Department upon demand by a law enforcement officer.

If Your Application is Not Complete within 45 Days – Section 18.2-308.05

If the court has not issued the permit or determined that the applicant is disqualified within 45 days of the date of receipt noted on the application, the clerk shall certify on the application that the 45-day period has expired, and send a copy of the certified application to the applicant. The certified application shall serve as a de facto permit, which shall expire 90 days after issuance, and shall be recognized as a valid concealed handgun permit when presented with a valid government-issued photo identification until the court issues a five-year permit or finds the applicant to be disqualified. If the applicant is found to be disqualified after the de facto permit is issued, the applicant shall surrender the de facto permit to the court and the disqualification shall

be deemed a denial of the permit and a revocation of the de facto permit. If the applicant is later found by the court to be disqualified after a five-year permit has been issued, the permit shall be revoked.

Permit Renewal – Section 18.2-308.010

Persons who previously have held a Virginia resident permit shall be issued, upon application, a new five-year permit unless there is good cause shown for refusing to reissue a permit. The same fees and time constraints apply in the instance of renewal. Persons who previously have been issued a concealed handgun permit are not required to appear in person to apply for a new five-year permit; the application for the new permit may be submitted via the United States mail. The circuit court that receives the application shall promptly notify the applicant if the application is incomplete or if the fee submitted is incorrect.

If the new five-year permit is issued while an existing permit remains valid, the new five-year permit shall become effective upon the expiration date of the existing permit, provided that the application is received by the court at least 90 days but no more than 180 days prior to the expiration of the existing permit.

If a permit holder is a member of the Virginia National Guard, Armed Forces of the United States, or the Armed Forces reserves of the United States, and his five-year permit expires during an active-duty military deployment outside of the permittee's county or city of residence, such permit shall remain valid for 90 days after the end date of the deployment. In order to establish proof of continued validity of the permit, such a permittee shall carry with him and display, upon request of a law-enforcement officer, a copy of the permittee's deployment orders or other documentation from the permittee's commanding officer that order the permittee to travel outside of his county or city of residence and that indicate the start and end date of such deployment.

Surrounding localities concealed weapons fees:

- Brunswick County - \$15
- Prince Edward County- \$50
- Charlotte County - \$50
- Appomattox County- \$50
- Cumberland County- \$50
- Nottoway County - \$40
- Mecklenburg County- \$50
- Amelia County- \$15
- Dinwiddie County- \$50
- Halifax County- \$50

Statewide the fees are as follows:

Virginia Fee Conceal Carry Permit Fee

| Cost | Number of Localities | | | | |
|-------------|-----------------------------|--|--|--|--|
| \$ 15.00 | 24 | | | | |
| \$ 26.00 | 2 | | | | |
| \$ 30.00 | 4 | | | | |
| \$ 31.00 | 2 | | | | |
| \$ 35.00 | 5 | | | | |
| \$ 40.00 | 13 | | | | |
| \$ 50.00 | <u>71</u> | | | | |
| | 121 | | | | |

Nicole Clark

From: Shannon Lewis [lewisfamilyfarm@yahoo.com]
Sent: Tuesday, October 22, 2019 11:39 AM
To: nicole@lunenburgva.net
Subject: please forward to supervisors

①

Dear Lunenburg County Supervisors,
I am writing to you in regards to the fee charged for concealed handgun permits. I am copying the following two paragraphs as I agree whole heartedly and intend to show my support for this change in any way possible

"Under Virginia law localities are allowed to set their own CHP fees as long as they are not less than \$15 and not more than \$50. Unfortunately Lunenburg is among the counties charging the maximum fee. According to the Virginia Citizens Defense League's website, 24 localities, including neighboring Amelia, Brunswick, and Campbell already charge the \$15 minimum fee. Most localities seem to charge a fee somewhere in between.

I believe that it is disgraceful to charge \$50 for a right that is supposed to be guaranteed in both Virginia's constitution and the U.S. constitution. When the fee for the permit is set this high, it ends up putting undue burden on people; especially those who struggle financially. Consider a husband and wife who both want to be able to defend themselves and their children, if they were to apply at the same time the couple would be charged \$100!"

I hope that our County will lower the fee. Thank you for your time and attention to this matter.

Eddie and Shannon Lewis
1154 Kings Road
Green Bay, VA 23942
Lunenburg County
434-696-2455

From: recap39@aol.com
Sent: Tuesday, October 22, 2019 7:25 AM
To: nicole@lunenburgva.net
Subject: Reducing Concealed weapon permits fees

②

As a constituent, I urge you to reduce the fee for a concealed handgun permit from \$50 down to \$15, as more and more localities are doing (Louisa County did so earlier this week). The fee is supposed to be just enough to cover the cost of issuing the permit and nothing more.

Let me know what action you plan to take on this matter.

John Suggs

From: Dennis Stultz [cdstultz@gmail.com]
Sent: Tuesday, October 22, 2019 6:48 PM
To: nicole@lunenburgva.net
Subject: Lower the Concealed Handgun Permit fee

③

As a resident of Lunenburg Co., I urge you to lower the Concealed Handgun Permit fee from \$50 to \$15, as many other localities are doing.

Dennis Stultz
1031 Ashton Rd
Victoria

Nicole Clark

From: BruceWittmeier [bawittmeier@gmail.com]
Sent: Thursday, October 31, 2019 8:48 AM
To: nicole@lunenburgva.net
Subject: Reduce the concealed handgun permit fee!

4

As a constituent, I urge you to reduce the fee for a concealed handgun permit from \$50 down to \$15, as more and more localities are doing. The fee is supposed to be just enough to cover the cost of issuing the permit and nothing more.

Let me know what action you plan to take on this matter.

Bruce A. Wittmeier
New Castle, Va

From: stricklyad@aol.com
Sent: Thursday, October 31, 2019 7:31 AM
To: nicole@lunenburgva.net
Subject: Reduce the concealed handgun permit fee!

5

As a constituent, I urge you to reduce the fee for a concealed handgun permit from \$50 down to \$15, as more and more localities are doing. The fee is supposed to be just enough to cover the cost of issuing the permit and nothing more.

Let me know what action you plan to take on this matter.

Charles Strickland
Tammie Jackson
10491 Lunenburg Co. Rd.
Keysville, Va. 23947

From: Joey Landry [jassta733@gmail.com]
Sent: Tuesday, October 29, 2019 4:30 PM
To: nicole@lunenburgva.net
Subject: Please give to the Board of Supervisors

6

Dear members of the Lunenburg County Board of Supervisors, I am writing this message to the board as a whole. It currently costs a resident of our county \$50 to obtain their CWL. Not to mention the cost of taking a class which can be another \$50 to \$75. Some of our neighbors in Southside like Brunswick, Amelia and Campbell counties currently charge their folks \$15 for a license. I have lived in Lunenburg with my family and owned a home here since 1994; in other words I've paid a lot of taxes to the county over the years and would appreciate it if y'all could help my family and fellow gun owners with this issue by lowering the current fee. Thank you for your consideration of my request, Kind Regards, Joey Landry 5543 Longview Drive, Kenbridge, Virginia 23944

Nicole Clark

From: Lydia Lewis [lydialeigh2000@gmail.com]
Sent: Monday, October 21, 2019 1:09 PM
To: nicole@lunenburgva.net
Subject: Please forward to board of supervisors

7

Dear Lunenburg County Supervisor,

Recently I have been made aware of the high cost of attaining a concealed handgun permit in Lunenburg County. Our county charges the highest amount allowed by law, for a right that should be ours constitutionally. I intend to get my concealed handgun permit in two years, when I reach the required age. I request that you please do your best to get this fee lowered to the minimum amount required by law, fifteen dollars. We should not be charged fifty dollars for the right to protect ourselves and our families.

Sincerely,
Lydia Lewis
Green Bay, VA
lydialeigh2000@gmail.com

⑧ Phone call from Mr. Hardy Jones
also in favor of reducing cost to \$15.00

Nicole Clark

From: Lydia Lewis [lydialeigh2000@gmail.com]
Sent: Monday, October 21, 2019 1:09 PM
To: nicole@lunenburgva.net
Subject: Please forward to board of supervisors

7

Dear Lunenburg County Supervisor,

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Sincerely,
Lydia Lewis
Green Bay, VA
lydialeigh2000@gmail.com

⑧ Phone call from Mr. Hardy Jones
also in favor of reducing cost to \$15.00

ADMINISTRATOR'S UPDATE

-- **As necessary**

Board of Supervisors November Meeting – 11/14/19

County Administrator's Monthly Report

Events in October:

- September 30-October 4 – Nicole - vacation
- October 7-10 – RFCA Audit Fieldwork
- October 10 – Landfill Committee meeting
- October 14 – Columbus Day - office closed
- October 15 - Social Services Advisory Board meeting
- October 15 - Planning Commission/Landfill Committee worksession
- October 16 – Piedmont Regional Juv. Det. Ctr. Commission meeting
- October 16 - Piedmont Regional Jail Authority meeting
- October 16 - Tracy 1hr STO - chiropractor
- October 18 - IDA Board meeting - Kenbridge Town Hall
- October 18 - CHS Homecoming
- October 23 – Community Policy & Management Team (CPMT)
- October 24 - Deputy ACO interview
- October 25 - Tracy 8hrs STO - Dr. Appt.
- October 29 - Contact Team meeting w/ town managers and G. Millican
- October 30 - Community Impact Grant meeting
- October 31 - Landfill Committee meeting

Administration

- Participated in Contact Team meeting with the town managers and G. Millican to go over important issues and debrief before Robyn Fowler leaves her employment with Kenbridge.
- Board Members attending the VACo Conference November 10-12: Chairman Slayton, Vice-Chairman Bacon, Supervisors Edmonds, Hankins, and Pennington.
- Conducted joint IDA meeting with Kenbridge IDA to discuss necessary maintenance for the water tower in the Lunenburg Commercentre. The contract was entered with Southern Corrosion Tank Care for \$130,717 with the IDA paying for 2/3 the cost with funds from the sale of the Shell Building.

Airport

- Nothing new to report.

Animal Control –

- Interviewed for Deputy ACO position and selected an applicant, awaiting pre-employment paperwork.

Budget & Finance –

- RFCA was on-site for final fieldwork for FY19's audit. They made a couple recommendations for enhancement, one being the need for all staff to be on the same personnel policies, especially for leave (due to Hybrid retirement short-term disability).
- Spent a great deal of time working on balancing fund balances for FY19 budget and completing year-end adjustments for the auditors.
- Audited carryover amounts for debt service, emergency services capital, and 911 accounts.

Building Inspection/Zoning –

- Jamie has been busy with his regular duties, plus handling buildings and grounds issues.

Building & Grounds –

- Nicole ordered the signs for the Tax Building.

Community/Economic Development/Planning -

- Lined up all the details for the Virginia's Crossroads tourism meeting to be held in Lunenburg at Parrish Pumpkin Patch on Nov. 1st.
- Attended the VHDA Community Impact Grant kick-off meeting and discussed the plans for the housing study.
- Participated in discussion of upcoming economic development prospects in the county with town managers and Glenn at the Contact Team meeting.

Piedmont Regional Jail Authority -

- Jail Authority Chairman Jim Garnett requested Supervisor Pennington to serve on a committee to address the PRJA staffing shortage and research solutions to maintain population compliance without adverse affects on the budget and safety. Supervisor Pennington said the committee recommends starting with "Stay Interviews" to gauge the reason for staffing turnover.

Public Safety/Transportation -

- Awaiting Fire Programs grant reporting info from Meherrin.

School -

- Discussed auditors recommendation on best-practices for finance with Charles Berkley.

Social Services and Children's Services -

- CPMT Chair Bernadine Abernathy, CSA Coordinator Cheryl Blow, and I completed the Quality Improvement Plan for the Office of Comprehensive Services audit.
- CPMT completed the secong module in a training series from the Office of Comprehensive Services for CPMT members.
- CSA Coordinator Cheryl Blow submitted her resignation effective November 30th.
- We have someone interested in serving on DSS Advisory Board for Meherrin River District.

Solid Waste -

- Landfill Committee and Attorney Rennie held a worksession with the Planning Commission to discuss CFS/Meridian Waste's draft application for C.U.P. modifications for operations at the Lunenburg Landfill, including an increase in tonnage above 1,000 tpd and height increase by 200ft.
- Landfill Committee met twice at the County Administration office to discuss the Host Agreement and Conditional Use Permit Application.
- Construction is substantially complete at Gary Road site by E.F. Brown Construction. I priced the compactors and building and will have a recommendation for the Board meeting.

UPCOMING dates of interest:

November 5 - Election Day

November 8 - Tracy - PTO

November 10-12 - VACO Conference - The Omni Homestead

November 11 - Veteran's Day - office closed

November 14 - Board of Supervisors meeting

November 19 - Joint Public Hearing - Planning Commission and Board of Supervisors 7:00PM

November 27-29 - Thanksgiving Holiday - office closed

ROTARY Four-Way Test:

1. Is it the TRUTH?
2. Is it FAIR to all concerned?
3. Will it BUILD GOODWILL and BETTER FRIENDSHIPS?
4. Will it be BENEFICIAL to all concerned?

"Do not boast about tomorrow, for you do not know what a day may bring forth." (Proverbs 27:1)



MARATHON EQUIPMENT COMPANY

PO Box 1798
 Vernon, AL 35592
 Phone: (205) 695-9105 Fax: (205) 695-9150
 Toll Free: (800) 633-8974

Quotation Information

Regional Sales Manager: Shawn Gottwald
 Regional Sales Manager Email: shawn.gottwald@marathonequipment.com
 Regional Sales Manager Phone: 205.712.7270
 Inside Sales Coordinator: Lori Williams

Quote Date: 11/7/2019
 EXPIRES: 12/7/2019

Valid 30 Days
 Unless Otherwise Noted

QUOTATION NO: SG 11719 1128

Sold To: CFS Ship To: CFS

Address: 333-B Industrial Drive Address: 333-B Industrial Drive
 Address: Address:
 City / State / Zip: Petersburg, VA 23803 City / State / Zip: Petersburg, VA 23803
 Country: Attn: Phone:
 Contact: Tim Webb Phone: 804-748-8324
 Email: twebb@containerfirst.com

| QUANTITY | DESCRIPTION | LIST PRICE | DISCOUNT % | DISCOUNT \$ | NET PRICE (*QTY) |
|--|---|--------------|------------|-------------|------------------|
| 2 | RJ225 | \$ 16,839.00 | 32.0% | \$ 5,388.48 | \$ 22,901.04 |
| 2 | | \$ - | 32.0% | \$ - | \$ - |
| 2 | | \$ - | 32.0% | \$ - | \$ - |
| UNIT OPTIONS (SPECIFY IF CUSTOM) | | | | | |
| 2 | 10HP 3PH 230/208/460 Volts | \$ - | 32.0% | \$ - | \$ - |
| 2 | Multi-Cycle Timer | \$ - | 32.0% | \$ - | \$ - |
| 2 | Without Steel Options | \$ - | 32.0% | \$ - | \$ - |
| 2 | Remote Controls on 13' Sealtite | \$ - | 32.0% | \$ - | \$ - |
| 2 | Fullness package - Includes advanced warning and container full | \$ 1,087.00 | 32.0% | \$ 347.84 | \$ 1,478.32 |
| 2 | 5' Container Guides with Stops | \$ 410.00 | 32.0% | \$ 131.20 | \$ 557.60 |
| 2 | Hold to run Button | \$ 162.00 | 32.0% | \$ 51.84 | \$ 220.32 |
| 2 | Pressure Gauge mounted on Panel Box Frame | \$ 309.00 | 32.0% | \$ 98.88 | \$ 420.24 |
| 2 | | \$ - | 32.0% | \$ - | \$ - |
| 2 | | \$ - | 32.0% | \$ - | \$ - |
| 2 | | \$ - | 32.0% | \$ - | \$ - |
| 2 | | \$ - | 32.0% | \$ - | \$ - |
| 2 | | \$ - | 32.0% | \$ - | \$ - |
| 2 | | \$ - | 32.0% | \$ - | \$ - |
| 2 | | \$ - | 32.0% | \$ - | \$ - |
| 2 | | \$ - | 32.0% | \$ - | \$ - |
| 2 | | \$ - | 32.0% | \$ - | \$ - |
| 2 | | \$ - | 32.0% | \$ - | \$ - |
| 2 | | \$ - | 32.0% | \$ - | \$ - |
| 2 | | \$ - | 32.0% | \$ - | \$ - |
| SUBTOTAL OF EQUIPMENT AND OPTIONS | | \$ 18,807.00 | | \$ 6,018.24 | \$ 25,577.52 |

| Standard Equipment Options | | |
|--|--|--|
| RH Side-mounted Power Pack; Weather Cover for Power Pack; 3 Phase | | Subtotal: \$25,577.52 |
| 208/230/460 Volt; Push Button Control Station (Keylock Start, Stop, and Reverse) Mounted on 13' Sealtite; Ratchets with Grab Claws; External Reset Button in Panel Box Face; Driver Switch; and UL Listed. | | Special Options (from Page 2): \$0.00 |
| | | Surcharge: <input type="text" value="0.00%"/> \$0.00 |
| | | Estimated Freight: \$1,169.00 |
| | | Estimated Installation: \$0.00 |
| | | Estimated Sales Tax: <input type="text" value="0.00%"/> \$0.00 |
| | | Total: \$26,746.52 |

SPECIFICS

- * The above pricing is F.O.B. factory discounted price unless otherwise stated.
- * Standard MARATHON Domestic or International warranty applies, depending on equipment location
- * Unless you have a specific written Agreement with Marathon with different terms, payment terms are 100% payment of Total shown above Net 30 days from date of invoice. All orders are invoiced at time of shipment.
- * Terms for Recycling Solutions, Blok Pak and M-Series orders - The following PAYMENTS are required for orders over \$50,000: 30% due at time of order, 60% due 14 days prior to shipment, and final 10% due net 30 days after shipment.
- * Pricing does not include freight, fees, taxes, licenses, permits, building modifications, project management, installation or start up training charges unless specifically stated.
- * Quoted taxes are estimated. Tax exemption certificate must be supplied when placing order. Certificate provided after equipment invoices will not guarantee credit of sales tax.
- * Installation dates are estimated and installation may change based upon site readiness. Marathon reserves the right to charge a remobilization fee if the site is not ready for installation at time of equipment delivery.
- * National pricing for installation of machines purchased by Key Accounts does not apply to projects located in Nevada and, if noted herein, is provided for reference only. Licensed Contractors must supply site-specific installation quotations and perform the related work product in Nevada.
- * For customer-performed or third party installations arranged by customer, customer is responsible for completing this installation in accordance with OSHA and ANSI Standards.
- * Any changes to product configuration or delivery address/date after order is placed may incur additional charges.
- * If you have any questions, please feel free to contact your salesman.



MARATHON EQUIPMENT COMPANY

PO Box 1798

Vernon, AL 35592

Phone: (205) 695-9105 Fax: (205) 695-9150

Toll Free: (800) 633-8974

QUOTATION NO:

SG 11719 1128

TERMS AND CONDITIONS OF SALE

1. ORDERS. All orders are subject to acceptance or rejection by Environmental Solutions Group, its subsidiaries, or affiliates including but not limited to: Heil Environmental, Marathon Equipment Company, The Curotto-Can, LLC, and Bayne Machine Works (collectively, "ESG"). NO ORDERS MAY BE CHANGED IN ANY MANNER WITHIN THIRTY DAYS OF THE SCHEDULED PRODUCTION DATE. ANY CHANGES REQUIRED BY THE CUSTOMER WITHIN THIS 30-DAY TIME FRAME may incur additional charges AND WILL CAUSE THE ORDER TO BE REMOVED FROM THE PRODUCTION SCHEDULE AND RESCHEDULED AS DEEMED NECESSARY BY ESG IN ITS SOLE JUDGMENT.
2. ORDER CANCELLATION. After acceptance, orders for solid waste management and/or recycling Products ("Products") cannot be cancelled except upon terms that will compensate ESG fully for all inconvenience, cost, loss or damage sustained.
3. ORDER ACKNOWLEDGEMENTS. An Order Acknowledgment ("OA") must be reviewed, signed and returned to the applicable ESG subsidiary or affiliate to indicate Purchaser's verification the order is accurate. ESG reserves the right to hold an order from being slotted in the Production Schedule until a signed OA has been received. Regardless of whether an Order Acknowledgment has been executed, Purchaser expressly waives any claims of error or loss for orders that are produced in accordance with an OA transmitted to Purchaser that Purchaser does not correct and transmit in writing to ESG before production begins.
4. CUSTOM ORDER REQUESTS. Orders for Products with components not regularly carried in stock or requiring special engineering, special parts ordering or special manufacture are in every case subject to approval by the Product Management department of ESG and shall be subject to the procedures and qualifications set forth in ESG's Custom Order Policy as published by ESG and/or posted on the respective ESG website. Work performed at Purchaser's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at then-current rates.
5. PERFORMANCE. ESG shall not be liable for damages of any kind whatsoever arising from failure to complete the contract in accordance with its items if such changes are due to Acts of God, wars, severe weather, strikes, fires, floods, accidents, material shortages, delays in transportation and other acts of force majeure or other causes beyond its reasonable control.
6. INTELLECTUAL PROPERTY. Sketches, engineering drawings, specifications, models, mock-ups, manuals, marketing materials, and all preparatory work submitted to, created or furnished by ESG shall remain its exclusive property. No other customer use of these materials is authorized, nor may derivations, alternatives or modifications created there from be used or disclosed to anyone except with the prior written consent of ESG.
7. SHIPMENT AND F.O.B. POINT. All shipments will be made after completion of manufacture unless otherwise agreed to in writing. In the event that agreement is reached for ESG to store completed items, the Purchaser will be invoiced immediately upon completion of manufacture, and such invoice shall be due and payable according to these terms. Storage shall be at the risk of the Purchaser and ESG shall be liable only for the ordinary care of the property. Unless otherwise stated in writing, all prices quoted or otherwise listed are F.O.B. point of manufacture. In all cases, in-transit liability and risk of loss transfers to the Purchaser at the time of delivery to the Purchaser, their employees, agents, or a delivery service or common carrier - whichever occurs first. Unless otherwise provided, with respect to the attachment or affixing of ESG Products to the Purchaser's property (e.g. truck chassis), title and risk of loss with respect to such Products are transferred to Purchaser upon initiation of such attachment.
8. PURCHASER'S PROPERTY. ESG may charge the Purchaser at current rates, for handling and storing Purchaser's property (e.g. truck chassis or Purchaser-supplied accessories) when held for more than thirty days. All Purchaser's property, or third parties' property, that is stored by ESG or its employees, agents or assigns (whether on or off ESG facilities) is at the Purchaser's or other party's risk. ESG shall only provide for ordinary care of the property and shall not be liable for any loss or damage thereto caused by fire, water, corrosion, vandalism, theft, negligence, or any cause whatsoever. It is the Purchaser's unconditional obligation to insure its property and/or accept the risk of loss.
9. TRAINING. It is the Purchaser's responsibility to provide these Terms & Conditions of Sale to the Product owner and to specifically notify the Product owner that it is the Product owner's responsibility to ensure that the Operators Manual remains with each unit and the Parts & Service Manual is available for use. Additionally, regardless of whether the manufacturer or its designee provides training at the time of Product delivery, the Product owner is responsible for training their operators and maintenance personnel and shall ensure that every person who operates or maintains the Product has been trained on the proper operation, service, storage, service hoist use, battery disconnect use, lock out/tag out procedures and the Product owner's company work rules for each Product.
10. PRICES. All orders are subject to current prices in effect at the time of shipment, including any applicable surcharges. Purchaser must exclusively assign the qualified alternative motor vehicle credit to ESG or its designee. Purchaser expressly understands and agrees that the pricing quoted for qualified alternative motor vehicles includes a discount predicated on ESG obtaining a stipulated tax credit and Purchaser agrees to fully compensate ESG for any reduction or recapture of said qualified alternative motor vehicle tax credit for any reason whatsoever. It is understood that recapture of the tax credit may be caused by converting a Compressed Natural Gas ("CNG") engine to a diesel engine.
11. PAYMENT AND COLLECTION. ESG's standard domestic payment terms are Net 30 days from the date of invoice unless modified by a separate written agreement with your company. For non-domestic shipments, a Letter of Credit or other ESG approved surety of payment may be required prior to shipment. Notwithstanding the foregoing, ESG reserves the right to offset payments against open account balances and administer credit in accordance with its Credit Department's sole judgment at any time to any order and its decision shall be final, non-appealable, and binding. If for any reason the Purchaser defaults on any monies owed to ESG, said Purchaser shall be responsible for all costs incurred by ESG in the collection of outstanding monies including but not limited to: collection agency fees, filing fees, judgment, interest expense, settlement, Court and/or administration costs, attorney's fees, etc. ESG reserves the right to charge and collect late fees for overdue payments.
12. TAXES. Unless specifically stated on your quotation and invoice, prices charged by ESG do not include Federal, State, City or other excise, occupation, sales, use, VAT or similar taxes which are extra and are the customers' obligation to pay to the applicable taxing authority at rates in effect at time of shipment. If Federal Excise Taxes are included and listed on the order acknowledgement or invoice, they are stated at the rates and regulations in effect at the time this order is written, and are subject to revision in accordance with rates and regulations in effect at time of shipment. If Federal Excise Taxes are not included on ESG's invoice, this shall not be construed as ESG.
13. PRODUCT IMPROVEMENT. ESG reserves the right to change its solid waste management & recycling Product offerings (collectively, "Products"), Product specifications, material or component suppliers, Product design, and/or Production procedures at any time in its sole judgment.
14. WARRANTY. ESG warrants its Products in accordance with the applicable ESG subsidiary or affiliate's Warranty Statement (the "Warranty Statement") provided with the Product or published on the respective website unless you have a contract with ESG providing specific terms and conditions of warranty. A copy of the Warranty Statement is available from your Dealer and is posted on ESG's applicable website for the Product. While the text in the Warranty Statement for each respective ESG entity is more specific and shall prevail, ESG's Product warranty is expressly limited to repair or replacement of any component or part thereof, for any such Product that is determined by ESG to be defective in materials or workmanship. The component or part shall be repaired or replaced without cost to the first purchaser for materials and labor provided such unit is returned for such repair or replacement to an authorized ESG Dealer within six months from the unit's in-service date to such first purchaser. Any Product warranty is not transferable, except for sales demonstration units. No warranty claims will be processed on any ESG Product unless the warranty registration was submitted timely to the ESG Customer Support Department applicable to the Product. Any service parts sold by ESG carry a six month warranty for part replacement only, due to a defect in material or workmanship. Troubleshooting time, component removal and installation labor cost is excluded from ESG's service part warranty.
15. WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKE NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Any improper use, operation beyond rated capacity, substitution of non-OEM parts not specifically approved by us in writing, or any alteration or repair by others in such manner as in our judgment affects the Product materially and adversely shall void this Warranty. NO EMPLOYEE OR REPRESENTATIVE OF ESG IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY, except as part of a definitive written agreement between the manufacturer and purchaser. The above warranty supersedes and is in lieu of all other warranties whether express or implied.
16. NO DIRECT OR CONSEQUENTIAL DAMAGES. ESG hereby disclaims and does not assume any liability whatsoever for costs or expenses related to the use or unavailability of its Product for any reason, including but not limited to accidents, injury, death, late delivery penalties, chassis flooring cost or charges, Product down time, fire damage, loss of Product, in-transit damage or loss, opportunity cost, lost profits, or any other direct, indirect or consequential losses, damages or delay, property damage or injuries or death to persons.
17. OFF-SITE LOSS DISCLAIMER. The Purchaser shall bear all risk for damage or loss to the purchaser-owned Product, chassis, accessories, or injury to property or persons, while the Product and/or chassis is either at ESG facilities, enroute to ESG facilities, at or enroute to/from a third party subcontractor of ESG's, in transit to or from Purchaser's or the chassis manufacturer's location, or to/from any third party Dealer or a component supplier's location.
18. CHOICE OF LAW AND VENUE. This agreement shall be interpreted according to the laws of the State of Tennessee. Any claims lodged against ESG involving this order in any way must be filed and adjudicated in the Circuit or Federal Court located in Hamilton County, Tennessee, and in the case of appeal, at the situs of their respective appellate Courts.
19. NON-WAIVER. Our failure at any time to exercise any right we may have under this agreement shall not constitute a waiver thereof nor prejudice our right to enforce same thereafter.
20. SECURITY INTEREST. The Purchaser hereby grants a first priority purchase money security interest and lien to ESG in and to all Products and goods sold to Purchaser and to which these Terms & Conditions of Sale relate, to all chassis and trucks to which any such Products or goods become accessions, and to all Products, proceeds and accessions thereto, from time to time (collectively, the "Product Collateral") to secure all obligations of the Purchaser or any person or entity related to Purchaser, under any agreement, arrangement or financing with or provided by the Company, including without limitation, the obligation to pay the unpaid purchase price of all Products and goods from time to time sold by ESG to Purchaser (collectively, the "Obligations"). The Purchaser represents and warrants that none of the Product Collateral is subject to any other lien, security interest or claim of any type or nature, and covenants that it: (i) will not create or permit to exist any lien, security interest or claim in any portion of the Product Collateral in favor of any other person, (ii) will pay, prior to any delinquency, all taxes (including all property taxes), charges or other obligations which may be owing with respect to the Product Collateral from time to time, (iii) will not change its name, place of incorporation or creation, address or location of the Product Collateral without first providing ESG with not less than 30 days prior written notice, (iv) will take all steps requested by ESG to obtain and maintain the perfection of the security interests granted hereunder, (v) will keep the Product Collateral fully insured against destruction or damage in an amount up to its full insurable value, and will name ESG as additional insured and loss payee under all such insurance policies, and (vi) will cooperate with ESG upon any default of any of the Obligations and will, at the request of ESG, turn over and deliver all Product Collateral to or at the direction of ESG. Purchaser will, at ESG's request, execute such additional security agreements and amendments and additions thereto or hereto as ESG requests in order that it may have at all times a first priority purchase money security interest and lien securing the Obligations. Purchaser hereby authorizes ESG to file financing statements and amendments thereto in all relevant jurisdictions naming Purchaser as debtor and describing the Product Collateral as collateral.
21. ENTIRE AGREEMENT. Unless a prevailing purchase contract is in place between the parties hereto, this order, including the above Terms & Conditions of Sale, contains the complete and final agreement between the parties hereto and no Purchaser-supplied purchase order terms, verbal agreement, or other document in any way modifying or supplementing any of these terms and conditions will be binding on ESG unless agreed to in writing by an authorized representative of ESG.

ACCEPTANCE

Quotation Accepted By (Signature): _____

Printed Name and Title of Authorized Signatory: _____

Date: _____



1808 Norwood St SW
 Lenoir NC 28645
 USA

Quote No.: 36951
 Date: 10/04/19
 Valid Until: 11/04/19
 Customer No.: C05977
 Customer Ref. No.:
 Page No.: Page 1 of 3

| BILL TO |
|--|
| Lunenburg County 11413 Courthouse Road Beverley P. Hawthorne Lunenburg VA 23952 USA |

| SHIP TO |
|--|
| Lunenburg County 11413 Courthouse Rd Beverley Hawthorne 434-696-2546 Lunenburg VA 23952 USA |

| TOTAL |
|--------------|
| \$ 34,496.00 |

Sales Employee: House Acct
 Contact Name: Tracy
 Terms: N30

Ship Via:
 FOB:

| Item No. | Description | Unit Price | Quantity | Total |
|----------|------------------------------------|--------------|----------|--------------|
| S-200 | Pinnacle Stationary 2 yd Compactor | \$ 10,242.00 | 2.000 | \$ 20,484.00 |

Remote Power Unit w/ weather cover
 // key lock start, reverse, & e-stop controls in panel
 // 8ft hydraulic hoses

Voltage 208
 Phase
 ADVISE IF SINGLE PHASE IS NEEDED*Not Included in Pricing
 Warning lights 80% & 100%
 Remote pendant control on 18ft Sealrite
 Remote pressure gauge on 18ft hose
 Multicycle

Hydraulic Connections / Disconnects (left side TBD)

Auto Load Option - Hold To Run

Stationary Receiver Guide-110"-noStop

Conceptual Drawings Provided at Time of Quote
 Site Survey Required to Confirm Specs
 Approval of Conceptual or Submittal Drawings Required Prior to Proceeding w/ Order

| | | | | |
|--|--|-------------|-------|--------------|
| Confirm Paint Color - Milk Chocolate Brown (Tower Brown) | | | | |
| CC40-710 | Pinnacle 40 yd Octagon Receiver-7ga/10ga | \$ 6,387.00 | 2.000 | \$ 12,774.00 |

Standard Octagonal Specifications
 Understructure Cross Members – 3" channel on 16"center
 2 Gussets per cross member
 Main Rails – 2"x 6" tubing 1/4"wall, with solid bull nose
 Pull Hook – 1.5"integrated and welded into sub-structure crossmembers
 Floor – 3/16"steel plate
 Wheels – 8"dia. x 6"long with grease fitting



1808 Norwood St SW
 Lenoir NC 28645
 USA

Quote No.: 36951
 Date: 10/04/19
 Valid Until: 11/04/19
 Customer No.: C05977
 Customer Ref. No.:
 Page No.: Page 2 of 3

| Item No. | Description | Unit Price | Quantity | Total |
|----------|--|------------|----------|-------|
| | Guide Rollers – 4"dia. x 6"long with recessed grease fitting | | | |
| | Sides and Front – 3/16"steel plate | | | |
| | Sides and Top – 10 gauge | | | |
| | Rear Door – 3/16"steel w/ 3-point lever latch and safety chain w/ 6"formed channel frame | | | |
| | Hinges – 3 heavy duty 8"x 8"plate hinges w/ 1.5"pin and grease zerks | | | |
| | Paint – Oxide primer 2.0 mils; industrial enamel finish to 2.0 mils | | | |

We Appreciate Your Interest In BWE Products, And For This Opportunity To Do Business,

Pat Lundergan
 Mid-Atlantic Sales Manager
 Bakers Waste Equipment Inc.
 Pinnacle Compactors
 800) 221-4153 (Toll Free)
 828) 726-7247 (Mobile)
 828) 726-3010 (Fax)
 plundergan@bwe-nc.com
 www.bwe-nc.com

Lead Time: Approx (5) Weeks After Receipt Of Order - Subject To Change At Time Of Order

Prices Quoted Are Good For 30 Days From The Date Of The Quote

Sales Tax Will Be Applied Unless BWE Has A Tax Exempt Certificate On File

Customer Is Responsible And Liable For Offloading Equipment Upon Delivery Unless Alternate Methods Have Been Arranged Prior To Delivery

Order Terms and Conditions:

Order Confirmation – quotes are confirmed into orders based on customer verbal or written confirmation.
 ALL INFORMATION CONTAINED IN A CONFIRMED QUOTE WILL BE CONSIDERED CORRECT AND ACCURATE AT THE TIME OF THE ORDER
 Purchase Orders are recommended and preferred to confirm an order. The quoted product item, price, quantity, and specifications are also acknowledged at the time the order is confirmed.
 Prices will be subject to change based on any subsequent alteration to quantity, product design or specification, logistics, or delivery schedule.
 Order Cancellations – cancelled or revised orders if the order is already in production must be approved by BWE and will be subject to 25% cancelation or change order fee.
 Fees may be higher on custom engineered products.
 Payment Terms – method and payment terms are confirmed at time of order. New accounts will be subject to a deposit, repayment, and / or COD payment terms until a credit application can be processed for payment term options
 Warranty – standard BWE warranty applies to all new products sold. Warranty date begins on the date the product is received and is only valid if the products have been received, and paid for in full
 Shipping Damages – any damages must be noted at the time of delivery to the freight company that delivers the product. Failure to do so may jeopardize any damage claim to repair, return, or replace the damaged product. Customer is responsible for offloading equipment, and is liable for any damages incurred during offloading
 Return Policy – products must have return authorization from BWE prior to them being returned. Standard items returned are subject to a 25% restocking fee. Fees may be higher or return authorization declined if the products are custom engineered.



1808 Norwood St SW
 Lenoir NC 28645
 USA

Quote No.: 36951
 Date: 10/04/19
 Valid Until: 11/04/19
 Customer No.: C05977
 Customer Ref. No.:
 Page No.: Page 3 of 3

| Item No. | Description | Unit Price | Quantity | Total |
|----------|-------------|------------|----------|-------|
|----------|-------------|------------|----------|-------|

BWE reserves the sole right to waive any return or restocking fees.

PINNACLE COMPACTOR DISCLAIMER:

****SITE READINESS****

- Customer is responsible for the removal of any existing equipment prior to installation new equipment
- Customer will provide a clean, level, concrete pad to spec for compactor installations
- Customer is responsible for supplying the electric service disconnect in line of sight of the compactor
- Electrical disconnect box must be ready ("hot") w/ the proper fuse prior to compactor installation
- Compactors installed by Pinnacle will be leveled, bolted to the pad, and tested
- Remote power units will be located in close proximity to the compactor and electric disconnect
- Power units are free standing and not bolted to the pad unless specified

****3 Phase vs 1 Phase Power****

- Compactor power units come standard wired for 3 phase power (unless otherwise specified)
- Pricing may vary based on single phase or non standard voltage applications
- Power Units specified for 1 phase power will be specified with a phase converter or special motor / pump configuration
- OHP, 1 phase motors are not recommended due to durability concerns, and will be exempted from the standard product warranty

****Compactors ordered without fabricated load options are subject to the 84" Rule (ANSI 245.2)****

- If the 84" Rule is not met, then the compactor will be equipped w/ "Hold To Run Controls"
- In lieu of Hold To Run, an "Auto Start Key Switch" can be offered providing the customer assumes responsibility for compliance with the 84" Rule
- Disclaimer forms for sign off, and assuming responsibility to the 84" Rule are available upon request

****Installations / Service Calls****

- Customer will be contacted prior to installation to confirm site readiness which includes a clean level concrete pad, available lock, constructed enclosure walls, "hot" power disconnect, and removal of any existing equipment
- Once customer approves site readiness and a service team is deployed, the customer is liable for extra labor and / or travel charges if the site is not ready upon arrival requiring extra time or a return trip

****IF BWE PINNACLE IS DELIVERING AND / OR INSTALLING, THE CUSTOMER IS RESPONSIBLE FOR OFFLOADING AND PLACEMENT OF EQUIPMENT UPON DELIVERY UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE****

Remarks: 2) S-200; 2)CC40-710 No Load
 Shipping to Kenbridge VA
 2 loads at \$619 each

| | |
|--------------|---------------------|
| Subtotal | \$ 33,258.00 |
| Discount | |
| Shipping | \$ 1,238.00 |
| Tax | |
| Total | \$ 34,496.00 |

- 12,774.00
 \$ 21,722.00