

County Office and Department Reports

P.O. Box 90010, Richmond, VA 23225-9010
(804) 323-6800 (800) 285-6609

Date
02/18/22

Amount
****39,888.15

THIRTY NINE THOUSAND EIGHT HUNDRED EIGHTY EIGHT DOLLARS AND 15 CENTS

PAY COUNTY OF LUNENBURG
TO THE RE: ARTHUR TOWNSEND JR
ORDER MEMO: SPENCE ESTATE
OF

Scott E. Coppola

Authorized Signature

⑈ 1246956 ⑈ ⑆ 25 108 26 15 ⑆ 000009000008 ⑈

*Received from
Arthur Townsend
2-18-22*

Scott E. Coppola

LEASE AGREEMENT

This Lease Agreement dated this 1st day of **March, 2022**, between the Town of Kenbridge, (the Landlord), and **The County of Lunenburg**, (the Tenant), provides:

For and in consideration of the mutual covenants, promises and agreements herein set forth, the Landlord and the Tenant agree as follows:

1. Leased Premises. The Landlord hereby leases to the Tenant and the Tenant hereby leases and takes from the Landlord, for the term and upon the terms and conditions hereinafter set forth: Room # **311**, on the 3rd floor of the Kenbridge Town Hall building located at 511 E. 5th Avenue, Kenbridge, Virginia.

2. Term. The term of this Lease shall be on a yearly basis, commencing on **March 1, 2022**. Thereafter, the Lease can be extended for additional years with an annual lease term. Either party may terminate this Lease by delivering to the other party a written notice of termination thirty (30) days in advance of such termination.

3. Rent. Tenant covenants and agrees to pay as rent to Landlord the sum of **Four Hundred Dollars (\$400.00)** per month, or **Four thousand Eight hundred Dollars (\$4,800.00)** per year.

4. Maintenance-Repairs and Additions. Landlord shall deliver and Tenant shall accept the Leased Premises in its present condition, except as set forth herein:

Within thirty (30) days after the signing of this Lease, the Landlord and Tenant shall make a walk-through inspection to verify that the heating, air conditioning, plumbing and electrical systems in the Leased Premises ("Mechanical Equipment") are in working order. Any major item of Mechanical Equipment which is not in working order, will be put in working order within thirty (30) days after the inspection at Landlord's expense. Upon the signing of the Lease, Tenant shall have access to the Premises for the purpose of redecorating the interior, but may not change any load bearing walls or paint any walls without Landlord's express written permission.

Tenant accepts the Leased Premises in "As Is" condition, without any warranty of merchantability or fitness for any particular purpose.

The Tenant will not make any structural alterations of, additions to, or changes in or to the Leased Premises, unless the plans and specifications are submitted to Landlord and Tenant has first received the advance written approval of the Landlord and all alterations and improvements thereafter made by the Tenant shall become the property of the Landlord. All such improvements shall be at Tenant's sole cost and expense. Landlord shall approve or disapprove the initial plans and specifications for the Premises, to be prepared in a manner sufficient for review by local building inspection authorities, within 10 days of Landlord's receipt of same. Tenant shall name Landlord as an additional

insured in his Builders Risk Policy which shall be in force at commencement of Tenant's work. Any improvements or alterations made by Tenant shall be required to comply with the Americans with Disabilities Act and all applicable building and zoning laws. The Landlord shall have no obligation to make any repairs or improvements or to maintain the interior of the Leased Premises, including doors and windows. Landlord shall be responsible only for maintaining and repairing the building roof and exterior walls of the building, and specifically shall not be responsible for any interior to exterior structural work by Tenant. The Leased Premises shall be returned to the Landlord at the expiration or termination of the Lease Agreement in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

The Tenant covenants that he will not commit or permit to be committed any waste whatsoever on the Leased Premises and that he will save and hold the Landlord harmless from all loss or damage arising from any default or any negligence of the Tenant, his agents, employees or servants.

5. Option to Extend Lease. The Landlord grants to the Tenant the Option to Extend this Lease for additional years at an annual rate agreed upon per year. Thereafter, rental shall be on a yearly basis unless otherwise agreed between the parties.

6. Use of Premises. The Leased Premises shall be used by the Tenant for the conduct of a government office thereon and for no other purpose. The Tenant agrees to use and occupy the Leased Premises in a lawful manner and in full compliance with all applicable laws, ordinances and regulations; provided, however, that the Tenant shall have the right to contest the validity and applicability of any such laws, ordinances and regulations upon giving reasonable security to prevent any loss or damage to the Landlord by reason of such contest.

7. Taxes. The Tenant shall promptly pay all personal property taxes assessed against the Tenant's furniture, fixtures and equipment and sales taxes, payroll taxes, license taxes and other taxes assessed against the business and assets excepting only the real estate taxes and shall furnish to Landlord receipts evidencing the payment thereof not later than one week before the last day the taxes can be paid without penalty or interest.

The Tenant at all times shall indemnify and hold the Landlord and Leased Premises harmless from any and all such taxes, assessments and charges and from any and all liens and penalties in connection therewith arising from acts of the Tenant, his contractors, employees, servants, agents, visitors or licensees. Upon written request by the Landlord, the Tenant shall furnish to the Landlord for inspection and for such use as may be proper in protecting the Landlord's interest in the Leased Premises duly certified written evidence of any and all such payments.

8. Indemnity and Insurance. The Tenant agrees to indemnify and save the Landlord harmless from and against any and all liability, damage, expense, causes of action, suits, claims or judgements arising from injury to persons or property on the Leased Premises,

or upon the adjoining sidewalks, streets or ways which may arise from the use of the Leased Premises.

9. Fire and Other Casualty: Condemnation. If all or any part of the Leased Premises is destroyed by fire, the elements, unavoidable accident or other casualty, or is condemned by public authorities, whether by eminent domain, agreement in lieu thereof, or otherwise, then:

(a) if wholly destroyed or condemned so that all of the Leased Premises is rendered unusable, this Lease Agreement shall then terminate and Tenant shall be liable for the rent only up to the time of such destruction or condemnation, so long as the destruction caused is not the fault or caused by the negligence or the Tenant, his agents or employees.

(b) if the Leased Premises is only partially destroyed or condemned and is still usable by Tenant for Tenant's business purposes, the Landlord shall repair the Leased Premises with a reasonable reduction of rent from the time such partial destruction or condemnation until the Leased Premises is once again as valuable to the Tenant as the value to them prior to any destruction or condemnation. Landlord shall, however, not be obligated to spend amounts in excess of insurance proceeds. If insurance proceeds are inadequate to restore the Leased Premises to such value, Tenant may, at his option, terminate this Lease Agreement. If, however, such partial destruction or condemnation shall occur within nine (9) months prior to the expiration of this Lease Agreement, this Lease Agreement shall then terminate at Landlord's option and the Tenant shall be liable for rent only up to the time of such destruction or condemnation.

(c) In the event that the Lease Agreement is terminated because of the total destruction of the Leased Premises or partial destruction of it within nine (9) months prior to expiration of the Lease Agreement then all proceeds from property damage insurance (but excluding insurance of Tenant's property located in the building) applicable to the Leased Premises shall be the sole property of the Landlord.

(d) All compensation awarded or paid upon such a total or partial taking or sale of the Leased Premises shall belong to and be the property of the Landlord without any participation therein by the Tenant. In no event shall the Landlord be responsible for any resulting inconvenience or loss of business to Tenant. The foregoing shall not limit the Tenant's right to compensation from the condemning authority for the value of any of Tenant's property taken (other than Tenant's leasehold interest in the Leased Premises). Each party shall give the other immediate notice of the service on them or either of them of any legal process in connection with any condemnation proceedings. Each party shall execute and deliver to the other all instruments that may be required to effectuate the provisions of this Section 9.

10. Waiver of Subrogation. The Landlord and the Tenant agree that in the event of any loss or damage to the Leased Premises by fire or any other perils actually insured under extended coverage portions of fire or insurance policies, regardless of the cause thereof, whether or not the same be caused by the carelessness or negligence of the

Landlord or the Tenant, his employees, servants, agents, visitors or licensees, neither the Landlord, the Tenant nor his insurance carriers shall have any right of subrogation against the other party hereto, his servants, employees, agents, visitors or licensees for any such damage or loss so sustained.

11. Default by Tenant. If the Tenant fails to pay the rent within ten (10) days of the due date there will be additional rent of ten percent (10%) of the amount past due. If the Tenant fails to pay the rent within ten (10) days after its due date, the Landlord may lock the Tenant out of the Premises and shall have no liability of any nature by reason thereof. If the Tenant fails to pay the rent at the time provided in this Lease Agreement within ten (10) days of its due date, or if the Tenant shall fail to comply with any other covenant of this Lease within thirty (30) days after being sent written notice of such violations by the Landlord, or if the Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition seeking any reorganization, arrangement, composition or similar relief under any present or future federal, state or other law relating to bankruptcy or other relief for debtors, or any receiver or liquidator of the Tenant or of all or any substantial part of his properties or of the Leased Premises, or shall make any general assignment for the benefit of creditors, or shall be filed against the Tenant seeking any reorganization, arrangement, composition, or similar relief under any present or future federal, state, or other law and shall remain undismissed or unstayed for a period of thirty (30) days, or if any receiver or liquidator of the Tenant or of all or any substantial part of his properties or of the Leased Premises shall be appointed and such appointment shall remain unvacated or unstayed for a period of thirty (30) days, then the Tenant shall be deemed to have breached a material covenant of this Lease Agreement and the Landlord may at its option re-enter the Leased Premises and declare this Lease and the tenancy hereby created terminated and the Landlord shall be entitled to all the provisions of the laws of the State of Virginia respecting summary ejection and recovery of lands and tenements held over by the Tenant. An "Event of Default" for purposes of this Lease Agreement is, in the case of monetary default, failure by Tenant to pay any rent when due; and, in the event of a non-monetary default, failure by Tenant to cure such default within thirty (30) days of default notice. In addition to any other remedies hereunder or under applicable law, in the event of a default, Landlord shall have the remedy of distress as set forth in Section 55-227 et seq., Code of Virginia, as amended.

The Tenant further agrees that notwithstanding re-entry and termination as hereinbefore provided, the Tenant shall remain liable for any rent or damages which may be due or sustained prior thereto, including 25% attorneys' fees, court costs, reasonable costs and professional fees, expenses and brokerage fees incurred by the Landlord in leasing the Premises to another tenant and the Tenant shall further be liable for a sum of money and liquidated damages and not as a penalty, to be calculated in the following manner:

Tenant shall pay in one lump sum an amount of money equal to the present value (with a 6% discount rate) of the remaining stream of income to be derived by Landlord under the Lease Agreement for the then-remaining term including any extension periods

with respect to which Tenant has exercised his option, plus any damages, fees or costs as set forth above sustained by Landlord as a result of Tenant default. Landlord shall use reasonable efforts to relet the Leased Premises upon commercially reasonable terms. To the extent that Tenant's payment of discounted future rents, when added to amounts actually received by Landlord from another tenant in respect to the portion of the Lease term remaining when the Lease Agreement is terminated as a result of tenant's default, exceeds the amount that would have been received by Landlord had Tenant not defaulted and continued paying rent for such term, Landlord will deliver such excess to Tenant as and when received by Landlord.

12. Notices. All notices from the Tenant to the Landlord required or permitted by any provision of this Lease Agreement shall be in writing and shall be sent by registered or certified mail and addressed to the Landlord as follows:

Town of Kenbridge
511 East Fifth Avenue
Post Office Box 478
Kenbridge, Virginia 23944

with a copy to:

Tessie Bacon
Harris, Matthews & Crowder, P. C.
111 East Fifth Avenue
Post Office Box G
Kenbridge, Virginia 23944

All notices from the Landlord to the Tenant so required or permitted shall be in writing and shall be sent by registered or certified mail and addressed to the Tenant as follows:

Tracy Gee
Administrator-Lunenburg County

with a copy to:

Either party may at any time or from time to time designate in writing a substitute address for the address set forth above and thereafter notices shall be directed to such substitute address.

13. Assignment and Subletting. The Tenant will not assign this Lease Agreement in whole or in part nor sublet all or any part of the Leased Premises without prior written consent of the Landlord, which consent will not be unreasonably withheld. Landlord will respond to tenant's request for sublease or assignment within thirty (30) days of such request.

14. Security Deposit. Simultaneously with the execution of this Lease, the Tenant shall pay in advance the sum of **\$400.00 (waived) AJM**, as a Security Deposit, which amount shall be maintained with and held by Landlord, without interest to Tenant, as security for the full and faithful performance by Tenant of Tenant's obligations pursuant to this Lease agreement. If Tenant fails to pay any amount which Tenant is obligated to pay pursuant to this Lease Agreement, Landlord may, at its option (but landlord shall not be obligated to), apply any portion of such security fund to the amount owed by the Tenant. Any such application by Landlord shall not waive the default created by Tenant's failure to pay. If any portion of the security deposit is so applied by the Landlord, Tenant shall within ten (10) days after demand from Landlord, restore the security deposit held by Landlord to his original amount. The security deposit, less amounts properly charged against same, shall be refunded to Tenant within thirty (30) days after Tenant has paid all amounts owed and performed all of his obligations pursuant to this Lease Agreement.

15. Covenant Against Liens. Tenant expressly covenants and agrees that he will, during the term hereof, promptly pay all charges for labor performed and materials supplied to Tenant, which, if unpaid, might result in or permit the creation of a lien against the Premises. If any such lien does attach to, or any claim of lien is made against the Premises, Tenant shall remove or release, by the posting of a bond or otherwise, such lien within thirty (30) days after notice thereof. Landlord shall have the right to remove or release such lien, in which event all costs and expenses thereof shall be deemed to be additional rent, and shall be payable by Tenant on demand, with interest thereon at the rate of twelve percent (12%) per annum from the date incurred until paid.

16. Subordination. Tenant's rights and leasehold interest are subordinate to all present and future deeds of trust and mortgages upon the property which includes the Lease Premises. Tenant will, upon demand by Landlord, execute such instruments as may be required at any time, and from time to time, to subordinate the rights and interests of Tenant under this Lease Agreement to the lien of any deed of trust or mortgage at any time placed on the property described in this Lease Agreement.

17. Inspection by the Landlord. During the term of this Lease Agreement the Tenant shall permit the Landlord, his agents or employees to inspect the Leased Premises and all parts thereof during business hours in order to enforce and carry out any provision of this Lease Agreement and for the further purpose of showing the Leased Premises to prospective tenants, purchasers and representatives of lending institutions. During the last ninety (90) days of the term of this Lease Agreement, the Landlord shall have the right to place "For Rent" signs in conspicuous places on the Leased Premises.

18. Warranty of Title. The Landlord covenants that he has the right to enter into this Lease Agreement and that he will fully perform all of his obligations hereunder. The Landlord further covenants that the Tenant shall have peaceful possession and quiet enjoyment of the Leased Premises, so long as the Tenant pays his rent and other charges as herein provided and observes and performs all of the covenants and obligations hereunder.

19. Removal of Property by Tenant Upon Termination of Lease. At the termination of this Lease Agreement or any renewal hereof, the Tenant, at his expense, shall remove all of Tenant's inventory, personal property and trade fixtures (not permanently attached) from the Leased Premises, so long as he is not in default in any of his obligations under the Lease Agreement. The Tenant shall repair or reimburse the Landlord for the cost of repairing any damage to the Leased Premises resulting from the removal of any personal property or trade fixtures.

20. Right of First Refusal. In the event that Landlord from time to time receives any offer to purchase the Premises or any portion thereof during the term of the lease and desires to accept the same, before acceptance of such offer, Landlord shall give to Tenant in writing the right of first refusal to purchase the Premises at the same price and upon the same terms (except as set forth below as to date of settlement) as are contained in the offer. If tenant shall not have exercised its right of first refusal by written notice to Landlord given within twenty-one (21) days after receipt by Tenant of Landlord's written notice, Landlord shall be free to sell the Premises at the price and on the terms of such offer. If Tenant gives notice of acceptance, settlement shall occur within forty-five (45) days thereafter upon the terms of the bona fide offer. Rental shall be prorated to the date of settlement, and any rental paid in advance shall be applied to the purchase price.

21. Short Form Lease. The parties hereto agree that upon demand of either party, they will execute and deliver a Memorandum of Lease Agreement for the purpose of recording. Such Memorandum shall include a description of the Leased Premises, the term of this Lease Agreement and other appropriate lease terms. The cost of executing and recording such Memorandum shall be borne by the requesting party.

22. No Partnership or Joint Venture. The Landlord does not, in any way or for any purpose, become a partner of the Tenant in the conduct of his business or otherwise or a joint venture or a member of a joint enterprise with the Tenant.

23. Successors and Assigns. This Lease agreement and the covenants and conditions contained herein shall inure to the benefit of and be binding upon the Tenant, his successors, and assigns and shall insure to the benefit of the Tenant and only such assigns of the Tenant to whom assignment by the Tenant has been made with consent of the Landlord.

24. Applicable Law: Construction. This Lease Agreement shall be construed in accordance with the laws of the State of Virginia. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all

other genders. Any provision of this lease which is prohibited by, or unlawful or unenforceable under Virginia law, shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of this lease.

25. Section Headings. The section headings are inserted in this Lease Agreement only for convenience and are in no way to be construed as a part of this Lease Agreement or as a limitation on the scope of the particular provision to which he refer.

26. Final Understanding. This Lease Agreement represents the final understanding between the Landlord and the Tenant and the obligations of each party hereunder cannot be changed or modified unless in writing signed by the parties whose obligation are to be modified and endorsed herein or attached hereto.

IN WITNESS WHEREOF, each party hereto has signed his or her name and this Lease shall be in effect as of the date set forth on page one hereof.

Landlord:

Tenant:

Agent for Town of Kenbridge

Dracynsee
Lunenburg County

Date: _____

Date: _____

BOARD OF SUPERVISORS

Charles R. Slayton, CHAIRMAN
Election District 4

Frank W. Bacon, VICE-CHAIRMAN
Election District 3

T. Wayne Hoover
Election District 1

Mike Hankins
Election District 2

Edward Pennington
Election District 5

Alvester L. Edmonds
Election District 6

Robert G. Zava
Election District 7



Lunenburg County Administration
11413 Courthouse Road
Lunenburg, VA 23952

Tracy M. Gee
County Administrator

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

Animal Control Report to the Board of Supervisors

Date: March 1, 2022

The following activities were conducted by Animal Control during the month of February 2022:

| | | |
|--|--|-----------------------------|
| <u>3</u> Stray Cat(s) Picked Up | \$ <u>65⁰⁰</u> | Surrender Fees |
| <u>6</u> Stray Dog(s) Picked Up | \$ <u>165⁰⁰</u> | Impoundment Fees |
| <u> </u> Injured or Ill Cat(s) | \$ <u>30⁰⁰</u> | Adoption Fees |
| <u>2</u> Injured or Ill Dog(s) | \$ <u>260⁰⁰</u> | Total Fees Collected |
| <u>14</u> Cat Calls Dispatched | | |
| <u>68</u> Dog Calls Dispatched | | |
| <u> </u> Cats, Surrendered by Owner | | |
| <u>5</u> Dogs, Surrendered by Owner | | |
| <u> </u> Cat Bite | | |
| <u>3</u> Dog Bite | | |
| <u> </u> Cat(s) Euthanized | <u>2</u> Dog(s) Transferred to SPCA | |
| <u>1</u> Dog(s) Euthanized | <u>2</u> Cat(s) Transferred to SPCA | |
| <u>2</u> Cat Trap(s) Set | <u>4</u> Wildlife Calls | |
| <u>3</u> Dog Trap(s) Set | <u>4</u> Dogs Transferred to Sanctuary Rescue | |
| <u> </u> Summons Issued | <u>7</u> Dogs Transferred to New Kent Animal Control | |
| <u>1</u> Animal(s) Released to ACO | <u>4</u> puppies Born AT The Shelter | |
| <u> </u> Expired at Shelter and/or DOA | | |
| <u>184</u> Telephone Calls for Animal Issues | | |
| <u>27</u> Check License | | |
| <u> </u> Lost Cat(s) – Incoming Calls | | |
| <u>3</u> Lost Dog(s) – Incoming Calls | | |
| <u> </u> Cat(s) Returned to Owner | | |
| <u>3</u> Dog(s) Returned to Owner | | |
| <u> </u> Quarantine | | |
| <u>2</u> Adoption—Dogs | | |
| <u> </u> Adoption—Cats | <u>20</u> Total Number of Animals Handled | |

D. Ray Elliott ACO
D. Ray Elliott
Animal Control Officer



**Lunenburg County Sheriff's Office
Report To The Board Of Supervisors
February 2022**



| | |
|-----------------------------|----|
| Jury Summons Served | 69 |
| Subpoenas Served | 69 |
| Summons Served | 84 |
| Levies Executed | 0 |
| Other Civil Process | 31 |
| Traffic Citations | 0 |
| Protective Orders | 39 |
| Arrests | 2 |
| Inmates Transported | 1 |
| Mental Patients | 1 |
| Extraditions | 0 |
| Circuit Court Days | 4 |
| General District Court Days | 4 |
| J&DR Court Days | 4 |

Expense Report

| | |
|-------------------------------|-------------|
| Dues | N/A |
| Postage | N/A |
| Office Supplies | \$ 2,230.93 |
| Telephone | \$ 982.95 |
| Police Supplies | \$ 190.00 |
| Vehicle Maintenance & Repairs | \$ 3,682.49 |
| Fuel (January) | \$ 2,147.29 |
| Gallons of Fuel Use | 835 |

Arthur Townsend, Jr.
Sheriff, Lunenburg County

03/01/2021

Date

FY2023 Budget & Personal Property Assessment Discussion

REVENUE AND POPULATION COMPARISONS 2022 - LUNENBURG AND SURROUNDING LOCALITIES

Locality: Amelia Brunswick Buckingham Charlotte Cumberland Lunenburg Mecklenburg Nottoway Prince Edward

\$0.01 in Real Estate Rate results in budgeted revenue (based on each county's budget figures) of:

\$123,000 \$229,000 \$120,000 \$96,000 \$86,000 \$94,000 \$455,000 \$96,000 \$175,000

Resulting in BUDGETED

Annual Collection of: \$6,250,999 \$12,460,000 \$12,000,000 \$5,973,000 \$6,470,979 \$3,570,000 \$19,126,800 \$4,515,000 \$8,717,094

Timing of Collection &

Assessment: Calendar Year, once annually Calendar Year, once annually Calendar Year, once annually Fiscal Year Rate, twice annually Calendar year rate, collect twice annually Calendar year rate, collect twice annually Fiscal Year Rate, twice annually Calendar Year, once annually Calendar Year

FY2022 Tax Rates

| | | | | | | | | |
|-----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|
| Real Estate | \$0.51 | \$0.52 | \$0.62 | \$0.75 | \$0.38 | \$0.42 | \$0.48 | \$0.47 |
| Personal Property | \$4.15 | \$4.05 | \$2.60 | \$4.50 | \$3.80 | \$3.36 | \$3.75 | \$4.50 |
| Business Personal Property | - | - | - | - | - | - | - | \$0.90 |
| Merchant's Capital | - | \$1.00 | \$3.20 | - | \$1.20 | \$0.72 | - | \$0.70 |
| Machinery & Tools | \$1.00 | \$2.90 | \$3.00 | \$3.75 | \$1.80 | \$0.66 | \$1.35 | \$0.42 |
| Mobile Homes/Barns | \$0.51 | \$0.55 | \$0.62 | \$0.75 | \$0.38 | \$0.42 | \$0.48 | \$0.47 |
| Aircraft | \$4.15 | \$0.55 | \$2.60 | \$0.50 | \$2.10 | \$3.36 | \$1.00 | \$4.50 |
| Fire/ResQ Personal Property | \$4.15 | \$0.52 | - | - | - | - | \$1.00 | \$0.10 |
| Bank Capital | - | - | - | - | - | \$0.80 | - | - |

BUDGETED SALES TAX \$964,000 \$871,700 \$725,000 \$600,000 \$400,000 \$4,600,000 \$1,240,000 \$3,050,000

Total of RE and Sales Tax: \$7,214,999 \$12,871,700 \$13,185,000 \$6,723,000 \$7,070,979 \$3,970,000 \$23,726,800 \$5,755,000 \$11,767,094

Following Info obtained via Census.gov:

| | | | | | | | | |
|--|----------|----------|----------|----------|----------|----------|----------|----------|
| POPULATION (2020) | 13,265 | 16,824 | 11,529 | 9,675 | 11,936 | 30,319 | 15,642 | 21,849 |
| Median Household Income (2015-2019) | \$57,946 | \$44,434 | \$40,573 | \$47,469 | \$44,303 | \$43,207 | \$45,535 | \$47,202 |
| Poverty Rate (2020) | 9.0% | 20.2% | 17.2% | 13.5% | 16.5% | 15.4% | 19.2% | 23.6% |
| Persons over age 65 (2021) | 20.1% | 21.8% | 22.6% | 23.1% | 22.7% | 25.9% | 19.3% | 17.0% |
| Veterans (2015-2019) | 980 | 1,333 | 826 | 798 | 1,085 | 2,388 | 1,159 | 1,265 |

February 9, 2022

Lunenburg County Board of Supervisors
Lunenburg County Administrator

Lunenburg Courts Building, 2nd Floor
11413 Courthouse Rd.
Lunenburg Va. 23952

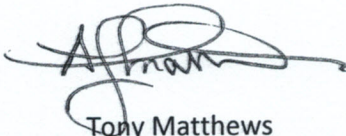
RE: Funding of Youth Sports

Dear Sir's and Ma'am,

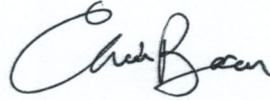
We would like to address the Chairman of the Board of Supervisors, Board Members of Lunenburg County and Mrs. Gee; County Administrator. We have come together to discuss the future of youth sports in Lunenburg County. Youth sports have always been a welcome focal point here in our county and a source of pride for those of us who have played, coached, represented, cheered or facilitated those sports and our youth. As most of you know, many of us have been in our respective sports for many years, giving us a unique perspective. In recent years, we have seen the prices of equipment, uniforms, insurance, field maintenance, heat, electricity, and every other item that it takes to successfully run an organization increase incrementally. With the Covid-19 issues, those costs have begun to sky rocket. Not to mention the lack of supply chain for those items. Forcing us to abandon our normal supply chain of sellers we have developed relationships and confidence with. Those relationship would allow us to purchase items on credit and pay for them at a later date once our fund raisers were able to bring in needed funding. With that gone, we must have more upfront capital to supply our players with gear. We have all tried our best to keep registration fees at the minimums that we can to help our citizens and their children enjoy what we have all enjoyed in years past. Without a doubt you can look at the performance of each of these sports and see by news paper articles, social media and even presentations of resolutions by your very own board that the programs we are humbled to run are successful for the children of Lunenburg. Many of you have children, have had children, have grandchildren or other family members involved in youth sports in Lunenburg. We are asking that the board consider the line item in the budget for the six organizations that are funded to serve the youth of Lunenburg. We are asking that you consider the time these organizations have been serving the youth of Lunenburg. We are asking that the amount allotted in the budget be raised to \$5,000 per sport, which will bring the line item to \$30,000 total. We are asking that you consider what other counties,

that we must complete with, are doing for their organizations. We are asking that you make an investment in the children of Lunenburg and make sure they know that the County government is behind them, does believe in them and is willing to keep the youth sports programs alive in our County. We thank you for your consideration of this matter and look forward to continuing to partner with you to bring the meaning of "team work" to the forefront for the children.

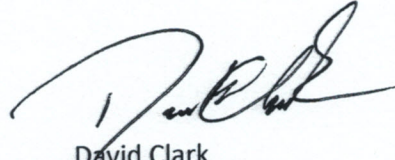
Sincerely,



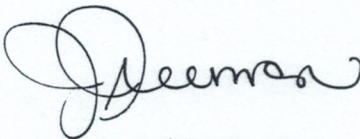
Tony Matthews
Lunenburg Girls' Softball



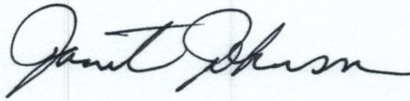
Chris Bacon
Lunenburg Lightning



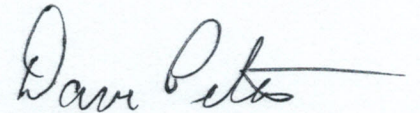
David Clark
Lunenburg County Youth Baseball League



Joyce White-Freeman
Lunenburg Youth Basketball



Janet Johnson
Lunenburg United Futbol Club



Dave Peters
Babe Ruth Baseball

Tracy Gee

From: Oliver Wright <jollyollie3265@gmail.com>
Sent: Friday, February 18, 2022 1:35 PM
To: Tracy Gee
Cc: Donna Dagner; LaVater Brown; Carolyn Parsons
Subject: Electoral Board Budget Issues

Tracy,

I mentioned to you before the BOS meeting that I had a couple of issues to bring to you. I have been doing some research and here is the information on them.

1. Upgrade to voting machine software. The State has mandated (without funding, of course) that ES&S upgrade the operating system for our voting machines before the November election. The company will give us a break on the cost if we combine the upgrade with our annual periodic maintenance (and in our case, 4-year battery replacement). The cost of the software upgrade installation at that time is \$ 3620.50 and the battery replacement is \$ 4590.00 for a grand total of \$ 8210.50. The question is when we want to have it done. We can choose either this fiscal year in March or budget it for next fiscal year and get it done after July. So, what is your preference?

2. Cyber security issues. We have continuing cyber security milestones coming due at the end of this month and continuing on for the rest of the year. As you know, Todd Fortune has gotten a grant for the region to pay for some of the requirements for this year using Assura. I talked to Kay Powers of Assura to find out exactly what to expect from Todd and for how long. She told me that the contracts with Todd and Assura have been signed and the meeting that is being scheduled with him is about that. She says that the grant should keep us in compliance until the end of this calendar year. I have asked her to help figure out the lowest cost option that will continue to keep us out of trouble for the rest of the 22/23 fiscal year. We (the Electoral Board) think it would be a good idea to put that into the budget request for the next fiscal year. I expect an answer in the next week or so. With all the other requirements and tasks from the State, we really need help staying on top of the cyber security stuff. I think that part of the grant will cover a risk assessment for the entire County, not just the Registrar's office. I am not sure about that.

3. Redistricting. The redistricting process is proceeding smoothly. The financial issue for the Registrar's office is once the process is complete, we must notify all the effected people about their change of polling place. This will require postage and envelopes that is in addition to the postage and envelopes that are required for absentee ballots for elections. Depending on how things work out, we may need more postage money for the rest of this year and for the next FY budget.

I hope this won't put a damper on your weekend. I will be happy to come talk to you about any or all of this at your convenience. I sincerely appreciate your hard work on our behalf. Thanks.

Ollie

Sent from my iPad

DEQ – Polystyrene Reduction Legislation

Timeline & Components

- **§ 10.1-1424.3.A –**

- *Beginning July 1, 2023, no food vendor that is a restaurant or similar retail food establishment and is part of a chain with 20 or more locations offering for sale substantially the same menu items and doing business under the same name, regardless of the form of ownership of such locations, shall dispense prepared food to a customer in an expanded polystyrene food service container.*
- *Beginning July 1, 2025, no food vendor of any type shall dispense prepared food to a customer in an expanded polystyrene food service container.*

Components

- **§ 10.1-1424.3.B.** Any food vendor may request from the locality in which it is located an exemption from the provisions of subsection A.
 - The locality may grant the exemption if the food vendor demonstrates to the satisfaction of the locality that compliance with subsection A would impose an undue economic hardship on the food vendor – more...
- **§ 10.1-1424.3.C** Any person who violates any provision of this section, upon such finding by an appropriate circuit court, shall be assessed a civil penalty of not more than \$50 for each day of such violation.
 - Any civil penalty assessed pursuant to this section in a civil action brought by a locality shall be paid into the treasury of the locality.

Changes to Guidelines

• **FUNDING FOR PUBLIC INFORMATION CAMPAIGNS:**

- Funding for the operation of public information campaigns to discourage the sale and use of expanded polystyrene products.

• **ELIGIBILITY**

- The 2021 General Assembly allocated up to 5% of the net resources allocated for the Litter Control and Recycling Fund (Fund) for the operation of public information campaigns to discourage the sale and use of expanded polystyrene products and to promote alternatives to expanded polystyrene in the Commonwealth.

- Localities applying for the non-competitive litter grant and opting to implement this campaign will receive additional funds for this purpose. The campaign should be targeted to achieve the goals and work with the food vendors in accordance with Section 10.1-1424.3 of code of Virginia.

• **REPORTING**

- Localities shall provide the status on the public information campaign along with the other information as part of the non-competitive litter grant reporting.

Project LUIS – Radio System – Microwave Towers

Planning Update

Board of Supervisors March Meeting—March 10, 2022

Director of Planning and Economic Development's Monthly Report

Events in February:

- February 1st: Virtual Mtg with Todd Cage, VDOT
- February 2nd: VEDA Workforce SIG
- February 2nd: Unmanned Systems Stakeholder Mtg in Richmond
- February 3rd: Planning Commission Mtg
- February 7th: Attended Town of Kenbridge Planning Commission Mtg
- February 8th: VEDA Business Retention & Expansion SIG
- February 9th: Land Water Conservation Fund Grant Program Information Session
- February 10th: BOS Mtg
- February 11th: IRF Planning Grant Submitted with Town of Kenbridge
- February 11th: Laurel Branch Solar Pre-Application Virtual Mtg
- February 11th: PTO—Left at 1:00 p.m. for childcare
- February 14th: 2-hour delay due to weather
- February 14th: VEDA ImpactED
- February 14th: Economic Development Prospect Mtg at Victoria Town Office
- February 15th: Event Venue/Short-Term Rental Committee Mtg
- February 16th: CRC Mtg in Farmville
- February 17th: VEDA Professional Development Committee Mtg
- February 17th: Mtg with Town of Victoria about Economic Development Prospect
- February 18th: Virtual Information Mtg with Dominion
- February 21st: Office Closed—Holiday
- February 22nd: Contact Team Mtg
- February 22nd: Get a Raise for Trails and Active Transportation Webinar
- February 23rd: AFID Virtual Mtg with Town of Victoria and VDACS
- February 23rd: VTC ARPA Program Webinar
- February 23rd: Contact Team Mtg at La Victoria
- February 23rd: Event Venue/Short-Term Rental Committee Mtg
- February 24th: VGA Marketing Committee Mtg in South Hill
- February 25th: PTO—Left at 1:00 p.m. for childcare
- February 28th: Virtual Mtg with F. Rennie, D. DiStanislao, T. Gee, and J. Tharpe

Planning Commission

- Commissioner James “Buck” Tharpe was re-appointed Chairman
- Commissioner Walter Thompson was appointed Vice-Chairman

Broadband

- VATI
 - VATI contract negotiations are still pending
 - Received invoices for materials that Kinex has acquired for the project
 - Invoices will not be paid until contract and MOU is in place
 - Broadband Citizen Advisory Board has been established and will meet once the contract and MOUs have been signed

- 911 Fiber Buildout
 - o Dominion provided the report as to the poles that would be on them and the ones that would be on the County for Make Ready work.
 - o Mesa, contractor for Dominion for Make Ready work, has begun the engineering and the requirements for Make Ready work
 - o VDOT provided a preliminary okay for underground fiber in the right-of-way, but is waiting for project design plans for review before issuing the official permit.
 - o Rob spoke with Tracy and authorized a purchase order number to be issued for the project design plans to be completed for VDOT.
 - o BCS started the anchoring and preliminary work required for the project on February 24th, 2022.
 - o Discussions with Comcast for permission for BCS to relocate their wires and avoid the additional costs from Comcast.
- Tobacco Commission Broadband Project
 - o Submitted reimbursement request #2, which has been approved by the Commission
 - o Received a project update from Kinex that they will be completing this project soon, and then will begin on the RDOF/VATI project.

Solar

- Received the report from the Berkley Group deeming the Dogwood Lane Solar project complete.
- Received the 2232 report from the Berkley Group, which was provided to Frank Rennie, Drew DiStanislao, and Buck Tharpe for review.
 - o No changes were recommended
 - o Provided report to the Commissioners
- CUP Application pending sign placed at the location for Dogwood Lane Solar
- Pre-application meeting with Laurel Branch Solar
 - o Received questions/clarifications
 - o Held virtual mtg between F. Rennie, D. DiStanislao, J. Tharpe, and T. Gee to discuss the questions/clarifications.
- Received notice from Laurel Branch Solar

Other Activities

- CRIEHT sign put back up at the Old Lunenburg Middle School site on February 4th, 2022
- Worked with the Town of Kenbridge and the CRC to complete and submit the IRF Planning Grant application on February 11th, 2022
- Discussed funding opportunities for several projects with VDACS and VEDP
- Registered for VADO/VDACS mtg in Richmond on April 26th, 2022
- Worked with 2 CUP applicants to notify the documents required for their application being deemed complete.
 - o One application has been deemed complete and will proceed at the April PC Mtg
 - o The other applicant has failed to respond to contact
- Event Venue/Short-Term Rental Committee met twice and has gathered information and will be beginning with a draft ordinance

UPCOMING dates of interest:

March 1st: *Virtual Mtg with Town of Victoria and VEDP*

March 2nd: *Airport Commission Mtg*

March 3rd: *Planning Commission Mtg*

March 5th: *Chamber of Commerce Banquet*

March 10th: *VGA Board Mtg at Southside PDC*

March 11th: *Virginia Crossroad's Mtg*

March 16th: *Commonwealth Regional Council Mtg at Prince Edward Courthouse*

March 17th: *Laurel Branch Community Mtg at Kenbridge Town Hall from 5:00 p.m. to 7:00 p.m.*

March 18th: *PTO*

March 29th: *Rural Solar Development Coalition Call*

"You don't have to see the whole staircase, just take the first step."

-Martin Luther King, Jr.



IN PARTNERSHIP WITH

The Counties of Amelia | Buckingham | Charlotte | Cumberland | Lunenburg | Nottoway
Prince Edward

CRC February 2022 Items of Interest

New Ventures

- CRC awards \$1,630,999 in Affordable Workforce Housing Grants to: Piedmont Habitat for Humanity; Town of Blackstone /Southside Outreach and Smyth Properties, LLC.
- After meeting with staff from Longwood, the President has given his support of Longwood being a partner in pursuing GO Virginia funding to develop a plan for a New Regional Economic Development Organization – more to come.
- The CRC assisted Longwood University in submitting an EDA grant to request funds for the SEED Innovation Hub to be located in the former Starbucks site of Midtown Square in Farmville.
- The CRC is assisting Amelia, Charlotte, Cumberland, Lunenburg, Nottoway, Prince Edward, Farmville and Blackstone with CRC Redistricting Mapping services – most localities are almost complete.
- The CRC is assisting STEPS with a USDA Rural Development application to seek funds for a homeless facility.
- The CRC assisted Drakes Branch in meeting FEMA requirements to receive their funding award through the Hazard Mitigation Grant program to acquire and demolish 9 flood prone downtown properties – stay tuned.
- The CRC is assisting the Virginia's Heartland Regional Industrial Facility Authority in applying for planning funds from the Tobacco Commission's Southern Virginia Grant Program.
- The CRC is assisting Blackstone in applying for Industrial Revitalization Planning Grant Funds from DHCD for the Armory facility.
- **Next CRC Meeting, Wednesday, March 16, 2022 at 9:30 a.m., Farmville, Virginia.**

Activity

- Dillwyn CDBG Housing Rehabilitation Project – CRC received a final close-out confirmation from DHCD.
- Regional Emergency Planning –The CRC and Consultant will be meeting virtually with the Registrars on March 4th for Regional Election Security Improvements Grant. CRC staff are working on Drafts of the Regional Continuity of Operations Plan and PPE Stockpile Plan.
- DEQ Watershed Implementation Plan (WIP) III Assistance: The CRC staff have attended webinars and sent out funding opportunities.
- PE County Access Road Project Administration: The CRC assisted the County in submitting a payment request and closeout report for one of the TRRC grants for the Access Road project.
- CRC Affordable Workforce Housing Development Program: The CRC awarded \$1,630,999 in Affordable Workforce Housing Grants to: Piedmont Habitat for Humanity; Town of Blackstone /Southside Outreach and Smyth Properties, LLC. The CRC will be working with awarded applicants on award agreements in the coming weeks.
- CRC Regional Hazard Mitigation Plan: The CRC is working with the Berkley Group to update sections IV, V and VI.
- GOVAR3 Entrepreneurship & Innovation Implementation Project: CRC is assisting the SoVA HUB, MBC and Longwood University in tracking expenses and submitting invoices to GO Virginia for payment of ongoing activities.
- Nottoway County Comprehensive Plan Update: CRC staff met with the Working Committee on February 18th to review Draft Section IV of the Lane Use section and a draft of the Future Land Use Map.
- Charlotte County Comprehensive Plan Update: CRC staff will be conducting the County's Community Meeting on February 22nd to review the Summary Report of the Community Meeting.
- Kenbridge Town Hall Repairs Project: The Town has executed a contract with DHR to receive funds to make repairs to the Town Hall. The Town has awarded the bid and the CRC is assisting the Town in reporting to DHR.
- Charlotte County Courthouse Complex Drainage Project: The County has executed a contract with DHR to receive funds to complete the project. The CRC has assisted the County in reporting to DHR and is currently working with the County to review bid documents.

COMMONWEALTH REGIONAL COUNCIL
One Mill Street, Suite 202, P.O. Box P
Farmville, VA 23901 | 434.392.6104
www.virginiashartland.org

ADMINISTRATOR'S UPDATE

-- *As necessary*

Board of Supervisors March Meeting - 3/10/22

County Administrator's Monthly Report

Events in February:

- January 31-February 2 - Worked from home due to sick child
- February 1 - ClearGov presentation
- February 3 - Local Government Legislative Day - Richmond, VA
- February 7 - Meet w/ Kenbridge Town Manager Matthews for VCE move
- February 8 - Staff Meetings all day
- February 9 - Meet w/ Sheriff Townsend
- February 10 - Meet Coop Extension staff at Kenbridge Town Hall for VCE move
- February 10 - Board of Supervisors meeting
- February 11 - Laurel Branch Solar - Dominion Energy pre-application meeting
- February 12 - Victoria Fire & Rescue Banquet
- February 14 - 2-hr delay for icy conditions
- February 14 - Staff meetings and partner meetings
- February 15 - ClearGov follow-up
- February 15 - Rural Solar Development Coalition virtual meeting
- February 15 - DSS Advisory Board meeting
- February 16 - Juvenile Detention Center Staff and Commission meetings
- February 16 - PRJA Board meeting and new member on-boarding
- February 17 - Cost Allocation Plan - RFCAs auditors
- February 18 - Nicole - wrist surgery
- February 18 - Transmission line project meeting - Dominion Energy
- February 21 - President's Day - office closed
- February 22 - Team meeting
- February 22 - meet w/ Taylor on Landfill operations flyer design
- February 23 - Contact Team meeting - La Victoria Place
- February 25 - Project LUIS monthly meeting
- February 25 - Receive proposals for insurance consultants
- February 28 - meet w/ Carl re: Landfill and sites

Administration

- Working on the insurance renewal with VACorp for WC, liability, auto, and property coverage. Looking into the costs of adding the radio equipment as it is in place.
- Requested bids from three consultants who have recently shown interest in providing health consultant services for proposals on health insurance options, including the potential for self-insurance. All three replied, Nicole and I separately rated them and I will share that information with the finance committee and request the Chairman's approval to move forward. We have a very slim timeline, due to The Local Choice deadline of 3/25 for decision.
- Would like to schedule an office workday to review files, purge outdated files, and reorganize on Thursday, March 17th. We would be closed to the public, but all staff would be on-deck to tackle this task.
- Received FOIA request from Courier Record re: Sheriff.
- All Board members must re-certify their FOIA training by July 2022. I can either send the information for recertification or you can make an appointment to come by the office and participate in the online training.

Airport

- Submitted license reclassification to DOAV for Day Use/VFR until obstructions are removed.
- Submitted application for grant funds to repair AWOS electrical connection.

- Timmons will soon be out to test the pavement for our impending runway project.

Animal Control

- Officer Elliott fielded some citizen complaints regarding illegal dumping that included canine remains, but the carcass was too old for identification.
- Officer Elliott is seeking additional assistance at the shelter and making plans on how to format the deputy position. He would really like to have a second full-time officer to avoid burnout.

Budget & Finance-

- Listened to proposals from ClearGov for budget transparency.
- Followed General Assembly progress and sending out budget requests. Hearings will be included in the April Board meeting.
- Received VRS rates, down 1% from prior biennium to 12.71%.

Building Official and Building & Grounds -

- Sheriff's Office AC replacement was \$7,400.
- Working with Kenbridge Town Manager Tony Matthews on a move for VCE (VA Cooperative Extension) to the Kenbridge Town Office. Also met with VCE staff and they have agreed to the largest office at the Town Hall at \$400/month.
- Jamie Tuck met with two contractors on the building modifications needed for the Commonwealth Attorney to move to the building on the complex currently occupied by VCE. The first scope of work would have been \$105,000, so Jamie and I have revised the scope of work and floor plan for the addition. We should have pricing back in a week. We will need to move fast due to the timeline for the move being less than five months.
- Jamie had to research a property maintenance complaint, but it did not fit the defined criteria in the County Code.
- Jamie responded to a few FOIA requests for commercial and private property lien/inspection compliance for properties.
- Jamie and I looked at the Corner Grocery property that is for sale to see if it could be used for any County use and to be sure we keep a Post Office at the Courthouse Square. I am still researching the feasibility.

Community/Economic Development/Planning -

- Participated in a pre-application meeting set from Dominion Energy for the Laurel Branch Solar project and a follow-up virtual staff meeting to discuss their response to our questions. As a reminder, the GA exempted Dominion from any building permit fees, so that will need to be built into any siting agreements with them.
- Worked with CRC and partners on completing the VATI Contract Agreement and the first drawdown for materials. The check was issued last week to make sure our timeline is not disrupted.
- Taylor compiled and submitted a Last Mile Broadband Tobacco Commission funding request.
- Attended the Open House for the updated Kenbridge Recreation Center.

COVID-19 Updates -

- The Lunenburg COVID-19 *cumulative* VDH count as of 3/3/22 is 2,288. We have had 49 hospitalizations and 30 deaths. We had 705 in January, and the last count I have for February was 178.
- As mentioned, the first of our ARPA distributions for the VATI broadband project went out 3/2.

Elections -

- The Registrar's Office is in need of more climate-controlled storage. We are researching.
- Todd Fortune of CRC is working on election security grant funding with local registrars and we meet on March 4th virtually.
- Through Census date, we have determined a discrepancy at the Prince Edward border with residence counts of four dwellings, only two occupied. These counts will not affect redistricting, but must be agreed upon between Prince Edward and Lunenburg.

Emergency Management & Public Safety –

- Participated in CRC's Hazard Mitigation Plan survey.
- Attended the Victoria Fire & Rescue banquet.

Piedmont Regional Jail Authority and Juvenile Detention Center Board -

- The Juvenile Detention Center revenue is way down due to the lack of youth being sent to detention, mostly attributed to COVID-19 and some legislative priorities avoiding placement. This will mean another increase in all locality contributions to maintain operations. They are already very lean on expenditures and staffing.

Project LUIS

- CTA has worked diligently on the tower cost and leases. We should have good news about this to confirm at the meeting!
- Held monthly meeting at Town of Victoria re: Project LUIS with local partners, CTA, L3Harris, and Williams Communications (Microwave vendor).

Schools

- James Abernathy submitted school budget adjustment information requested by the Board to prepare for the remainder of the funding year, based on reduction in daily enrollment.

Social Services and Children's Services –

- Hosted February Advisory Board meeting.
- Talked with Director Newcomb about current staffing, upcoming internal alignment and staff recognition event.
- Director Newcomb did some research on the check fraud issue to make sure that we do not have a recurring fraud issue.
- Received a FOIA request for DSS records for a former Lunenburg business that provided services to disadvantaged individuals. Director Newcomb responded.

Solid Waste -

- Compactor repairs cost \$7,000.
- Meridian is interested in additional land owned by the County to use as barrow pit.
- Met w/ Carl to discuss Meridian's options for electronic and tire recycling, staff shortages, truck shortages, an odor complaint, and convenience site servicing.

UPCOMING dates of interest:

March 3 – Planning Commission meeting 7pm

March 8 – Tornado Drill 9:45am

March 10 – Finance Committee meeting 4:30pm

March 10 – Board of Supervisors meeting 6pm

March 13 – Daylight Savings Ends – Spring Forward one hour!

March 17 – Office Work Day – closed to public

March 24 – Mike Hankins' Birthday

March 31 – Nicole's Birthday

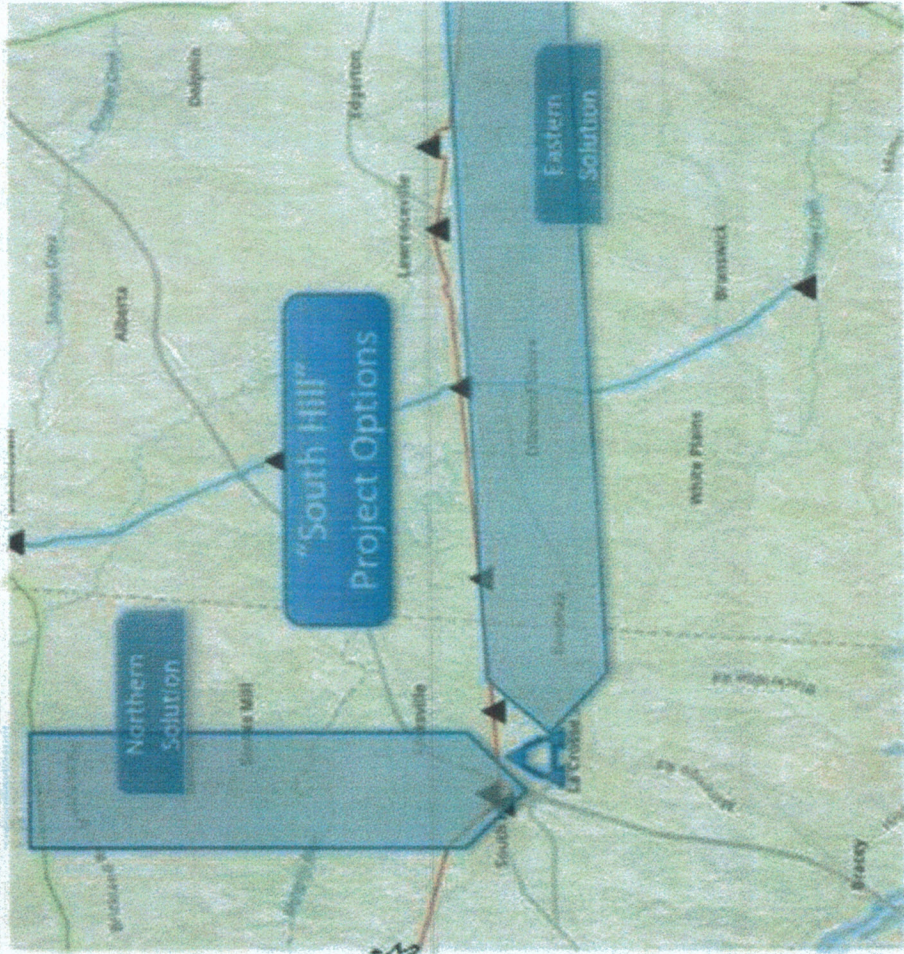
ROTARY Four-Way Test:

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?

“Great minds discuss ideas; average minds discuss events; small minds discuss people.” ~Eleanor Roosevelt

High level Project Overview: South Hill

- **Counties Involved:** Brunswick, Mecklenburg, Lunenburg counties
- **Project Scope**
 - Build two single 230 kV transmission lines parallel to one another on shared right of way into the South Hill/La Crosse areas
 - Build three substations in South Hill/La Crosse
 - build a connecting transmission line loop between the three proposed substations
 - Substations on data center property
- **Electrical Options** (only building one of these options at this time-multiple routes within each option)
 - **Eastern Solution:** expand the existing Heritage Substation (Brunswick County) and construct approximately 25 miles of new transmission line corridor partially collocated with Dominion's existing 115 kV right of way
 - **Northern Solution:** Build a new substation along Dominion's existing 500 kV line (Lunenburg County) and construct approximately 10 miles of new right of way
- **ROW needs**
 - ~120' wide




County Attorney Update

MEMORANDUM

TO: Lunenburg County Board of Supervisors

CC: Tracy M. Gee

FROM: Frank F. Rennie, IV 

DATE: May 26, 2021

RE: Marijuana Legalization Issues

Marijuana Legalization Issues

1. During the 2021 General Assembly session, the Virginia General Assembly legalized marijuana use, possession and sale in Virginia. It is important to understand the Marijuana Legalization Bill since it could potentially impact Lunenburg County and its citizens.

2. The Marijuana Legalization Bill is very exhaustive. The bill itself contains 283 pages. The bill legalizes possession and use for small amounts of marijuana for people over the age of 21. This law will take effect July 1, 2021. For people under the age of 21, the fine for using marijuana is \$25. There are restrictions for marijuana usage in schools and other places similar to restrictions on the consumption of alcohol and smoking cigarettes.

3. Of particular importance to the Lunenburg Board of Supervisors is retail sales of marijuana in the county. Under the current legislation, marijuana retail sales outlets can be opened and operated in the county after January 1, 2024.

4. Under the new legislation, the General Assembly allows the local governing body to present a referendum to the county voters on whether retail sales establishments should be prohibited in Lunenburg County. The particular Code section that governs a referendum on this issue is not effective until July 1, 2022. It is important to note that the referendum must be completed prior to January 1, 2023. That means that a referendum petition would need to be presented to the Lunenburg Circuit Court after July 1, 2022 but before September 1, 2022, with the actual referendum appearing on the general election ballot in November, 2022.

5. If it is the Board's decision to move forward with a referendum, I will place it on my calendar to pursue an Order of Referendum from the Lunenburg Circuit Court after July 1, 2022.

6. I'm sure as the legislation takes effect on July 1, 2021, there will be more issues and questions about marijuana possession, usage and sale. I have attached the Virginia Code sections that apply to the marijuana retail sales referendum.

Please feel free to contact me if you have any questions.

A. No Board member may be sued civilly for doing or omitting to do any act in the performance of his duties as prescribed by this subtitle, except by the Commonwealth, and then only in the Circuit Court of the City of Richmond. Such proceedings by the Commonwealth shall be instituted and conducted by the Attorney General.

B. The Board may, in the name of the Commonwealth, be sued in the Circuit Court of the City of Richmond to enforce any contract made by it or to recover damages for any breach thereof. The Board may defend the proceedings and may institute proceedings in any court. No such proceedings shall be taken against, or in the names of, the members of the Board.

§ 4.1-626. Counsel for members, agents, and employees of Board.

If any member, agent, or employee of the Board shall be arrested, indicted, or otherwise prosecuted on any charge arising out of any act committed in the discharge of his official duties, the Board chairman may employ special counsel approved by the Attorney General to defend such member, agent, or employee. The compensation for special counsel employed pursuant to this section, shall, subject to the approval of the Attorney General, be paid in the same manner as other expenses incident to the administration of this subtitle are paid.

§ 4.1-627. Hearings; representation by counsel.

Any licensee or applicant for any license granted by the Board shall have the right to be represented by counsel at any Board hearing for which he has received notice. The licensee or applicant shall not be required to be represented by counsel during such hearing. Any officer or director of a corporation may examine, cross-examine, and question witnesses, present evidence on behalf of the corporation, and draw conclusions and make arguments before the Board or hearing officers without being in violation of the provisions of § 54.1-3904.

§ 4.1-628. Hearings; allowances to witnesses.

Witnesses subpoenaed to appear on behalf of the Board shall be entitled to the same allowance for expenses as witnesses for the Commonwealth in criminal cases in accordance with § 17.1-611. Such allowances shall be paid out of the fund from which other costs incurred by the Board are paid upon certification to the Comptroller.

§ 4.1-629. Local referendum on prohibition of retail marijuana stores.

A. The governing body of a locality may, by resolution, petition the circuit court for the locality for a referendum on the question of whether retail marijuana stores should be prohibited in the locality.

Upon the filing of a petition, the circuit court shall order the election officials to conduct a referendum on the question on the date fixed in the order. The date set by the order shall comply with the provisions of § 24.2-682, but in no event shall such date be more than 90 days from the date the order is issued. The clerk of the circuit court shall publish notice of the referendum in a newspaper of general circulation in the locality once a week for three consecutive weeks prior to the referendum.

The question on the ballot shall be:

"Shall the operation of retail marijuana stores be prohibited in _____ (name of county, city, or town)?"

The referendum shall be held and the results certified as provided in § 24.2-684. In addition to the certifications required by such section, the secretary of the local electoral board shall certify the results of the referendum to the Board of Directors of the Virginia Cannabis Control Authority and to the governing body of the locality.

B. If a majority of the qualified voters voting in such referendum vote "No" on the question of whether retail marijuana stores shall be prohibited in the locality, retail marijuana stores shall be permitted to operate within the locality 60 days after the results are certified or on January 1, 2024, whichever is later, and no subsequent referendum may be held pursuant to this section within such locality.

If a majority of the qualified voters voting in such referendum vote "Yes" on the question of whether retail marijuana stores shall be prohibited in the locality, retail marijuana stores shall be prohibited in the locality effective January 1 of the year immediately following the referendum. A referendum on the same question may be held subsequent to a vote to prohibit retail marijuana stores but not earlier than four years following the date of the previous referendum. Any subsequent referendum shall be held pursuant to the provisions of this section.

C. When any referendum is held pursuant to this section in a town, separate and apart from the county in which such town or a part thereof is located, such town shall be treated as being separate and apart from such county. When any referendum is held pursuant to this section in a county, any town located within such county, shall be treated as being part of such county.

D. The legality of any referendum held pursuant to this enactment shall be subject to the inquiry, determination, and judgment of the circuit court that ordered the referendum. The court shall proceed upon the complaint of 15 or more qualified voters of the county, city, or town, filed within 30 days after the date the results of the referendum are certified and setting out fully the grounds of contest. The complaint and the proceedings shall conform as nearly as practicable to the provisions of § 15.2-1654 of the Code of Virginia, and the judgment of the court entered of record shall be a final determination of the legality of the referendum.

§ 4.1-630. Local ordinances or resolutions regulating retail marijuana or retail marijuana products.

A. No county, city, or town shall, except as provided in §§ 4.1-629 and 4.1-631, adopt any ordinance or resolution that regulates or prohibits the cultivation, manufacture, possession, sale, wholesale distribution, handling, transportation, consumption, use, advertising, or dispensing of retail marijuana or retail marijuana products in the Commonwealth.

B. However, the governing body of any county, city, or town may adopt an ordinance (i) that prohibits the acts described in § 4.1-1108, or the acts described in § 4.1-1109, and may provide a penalty for violation thereof and (ii) that regulates or prohibits the possession of opened retail marijuana or retail marijuana products containers in its local public parks, playgrounds, public streets, and any sidewalk adjoining any public street.

C. Nothing in this chapter shall be construed to supersede or limit the authority of a locality to adopt and enforce local ordinances to regulate businesses licensed pursuant to this chapter, including local zoning and land use requirements and business license requirements.

D. Except as provided in this section, all local acts, including charter provisions and ordinances of counties, cities, and towns, inconsistent with any of the provisions of this subtitle, are repealed to the extent of such inconsistency.

§ 4.1-631. Local ordinances regulating time of sale of retail marijuana and retail marijuana products.

The governing body of each county may adopt ordinances effective in that portion of such county not embraced within the corporate limits of any incorporated town, and the governing body of each city and town may adopt ordinances effective in such city or town, fixing hours during which retail marijuana and retail marijuana products may be sold. Such governing bodies shall provide for fines and other penalties for violations of any such ordinances, which shall be enforced as if the violations were Class 1 misdemeanors with a right of appeal pursuant to § 16.1-106.

A copy of any ordinance adopted pursuant to this section shall be certified by the clerk of the governing body adopting it and transmitted to the Board.

On and after the effective date of any ordinance adopted pursuant to this section, no retail marijuana store shall sell retail marijuana and retail marijuana products during the hours limited by the ordinance.

CHAPTER 7.

ADMINISTRATION OF LICENSES; GENERAL PROVISIONS.

§ 4.1-700. Exemptions from licensure.

The licensure requirements of this subtitle shall not apply to (i) a cannabis dispensing facility or pharmaceutical processor that has been issued a permit by the Board of Pharmacy pursuant to Article 4.2 (§ 54.1-3442.5 et seq.) of the Drug Control Act; (ii) a dealer, grower, or processor of industrial hemp registered with the Commissioner of Agriculture and Consumer Services pursuant to Chapter 41.1 (§ 3.2-4112 et seq.) of Title 3.2; (iii) a manufacturer of an industrial hemp extract or food containing an industrial hemp extract operating in accordance with Article 5 (§ 3.2-5145.1 et seq.) of Chapter 51 of Title 3.2 and subsection B of § 3.2-4122; or (iv) a person who cultivates marijuana at home for personal use pursuant to § 4.1-1101. Nothing in this subtitle shall be construed to (a) prevent any person described in clause (i), (ii), or (iii) from obtaining a license pursuant to this subtitle, provided such person satisfies applicable licensing requirements; (b) prevent a licensee from acquiring hemp products from an industrial hemp processor in accordance with the provisions

On receipt of the certificate of restoration of the right to register to vote from the Secretary of the Commonwealth, the petitioner, who is otherwise a qualified voter, shall become eligible to register to vote.

§ 54.1-3442.8. Criminal liability; exceptions.

No agent or employee of a pharmaceutical processor or cannabis dispensing facility shall be prosecuted under *Chapter 11 (§ 4.1-1100 et seq.) of Title 4.1 or § 18.2-248, 18.2-248.1, or 18.2-250, or 18.2-250.1* for possession or manufacture of marijuana or for possession, manufacture, or distribution of cannabis oil, subject to any civil penalty, denied any right or privilege, or subject to any disciplinary action by a professional licensing board if such agent or employee (i) possessed or manufactured such marijuana for the purposes of producing cannabis oil in accordance with the provisions of this article and Board regulations or (ii) possessed, manufactured, or distributed such cannabis oil in accordance with the provisions of this article and Board regulations.

3. That §§ 18.2-248.1, 18.2-250.1, and 18.2-251.1 of the Code of Virginia are repealed.

4. That, except as provided in the fifth, sixth, seventh, eighth, ninth, tenth, eleventh, twelfth, thirteenth, fourteenth, fifteenth, sixteenth, seventeenth, eighteenth, nineteenth, twentieth, twenty-first, twenty-second, twenty-third, twenty-fourth, twenty-fifth, and twenty-sixth enactments of this act, the provisions of this act shall become effective on January 1, 2024.

5. That the provisions of § 4.1-629 of the Code of Virginia, as created by this act, shall become effective on July 1, 2022.

6. That, subject to the provisions of the eleventh and thirteenth enactments, the provisions of (i) §§ 4.1-630 and 4.1-631 of the Code of Virginia, as created by this act, and (ii) Chapter 7 (§ 4.1-700 et seq.), Chapter 8 (§ 4.1-800 et seq.), Chapter 9 (§ 4.1-900 et seq.), Chapter 10 (§ 4.1-1000 et seq.), Chapter 12 (§ 4.1-1200 et seq.), and Chapter 14 (§ 4.1-1400 et seq.) of Title 4.1 of the Code of Virginia, as created by this act, shall become effective on July 1, 2023.

7. That, except for (i) the provisions of Article 29 (§ 2.2-2499.1 et seq.) of Chapter 24 of Title 2.2 of the Code of Virginia, as created by this act, §§ 4.1-600 through 4.1-628, 4.1-1100, 4.1-1101, 4.1-1101.1, 4.1-1105.1, 4.1-1107 through 4.1-1110, 4.1-1112, 4.1-1120, 4.1-1121, and 4.1-1302 of the Code of Virginia, as created by this act, Chapter 15 (§ 4.1-1500 et seq.) of Title 4.1 of the Code of Virginia, as created by this act, §§ 15.2-1627, 16.1-69.48:1, 16.1-228, 16.1-278.8:01, 18.2-251.02, 18.2-308.09, 18.2-308.1:5, 19.2-389.3, 19.2-392.1, 19.2-392.4, and 24.2-233 of the Code of Virginia, as amended by this act, §§ 19.2-392.2:1, 19.2-392.2:2, and 46.2-341.20:7 of the Code of Virginia, as created by this act, and § 54.1-3442.6 of the Code of Virginia, as amended by this act, and (ii) the repeal of § 18.2-250.1 of the Code of Virginia, the provisions of the first, third, fourth, fifth, sixth, and eleventh enactments of this act shall not become effective unless reenacted by the 2022 Session of the General Assembly. The provisions of §§ 4.1-1101.1 and 4.1-1105.1 of the Code of Virginia, as created by this act, shall expire on January 1, 2024, if the provisions of the first, third, and fourth enactments of this act are reenacted by the 2022 Session of the General Assembly.

8. That (i) the provisions of the second enactment of this act, (ii) the provisions of Article 29 (§ 2.2-2499.1 et seq.) of Chapter 24 of Title 2.2 of the Code of Virginia, as created by this act, §§ 4.1-600 through 4.1-628, 4.1-1100, 4.1-1101, 4.1-1101.1, 4.1-1105.1, 4.1-1107 through 4.1-1110, 4.1-1112, 4.1-1120, 4.1-1121, and 4.1-1302 of the Code of Virginia, as created by this act, Chapter 15 (§ 4.1-1500 et seq.) of Title 4.1 of the Code of Virginia, as created by this act, §§ 15.2-1627, 16.1-69.48:1, 16.1-228, 16.1-278.8:01, 18.2-251.02, 18.2-308.09, and 18.2-308.1:5 of the Code of Virginia, as amended by this act, § 46.2-341.20:7 of the Code of Virginia, as created by this act, and § 54.1-3442.6 of the Code of Virginia, as amended by this act, and (iii) the repeal of § 18.2-250.1 of the Code of Virginia shall become effective on July 1, 2021.

9. That the provisions of the first enactment amending §§ 19.2-389.3, 19.2-392.1, and 19.2-392.4 of the Code of Virginia and creating §§ 19.2-392.2:1 and 19.2-392.2:2 of the Code of Virginia shall become effective on the earlier of (i) the first day of the fourth month following notification to the Chairman of the Virginia Code Commission and the Chairmen of the Senate Committee on the Judiciary and the House Committee for Courts of Justice by the Superintendent of State Police that the Executive Secretary of the Supreme Court of Virginia, the Department of State Police, and any circuit court clerk who