

**BOARD OF  
SUPERVISORS**

**April 17, 2025**



# Nottoway County Board of Supervisors

April 17, 2025, 7:00 p.m.

Nottoway County General District Courtroom

328 W. Courthouse Road, Nottoway, VA 23955

## AGENDA

### A. Welcome

Call to Order

Invocation

Pledge of Allegiance

Chairman Collins

### B. Approval of Agenda

*Motion to Approve or Approve with Amendments*

### C. Approval of Minutes

*Motion to Adopt or Approve with Amendments*

Regular meeting held February 27, 2025.

### D. Delegations from the Public

### E. Public Hearings

1. Public Hearing – Landfill Fee Increase

2. Public Hearing – Solar Ordinance Amendments

### F. Presentations

### G. Department Reports

1. Virginia Department of Transportation

2. Solid Waste

3. Building Inspections

4. Animal Control

5. Piedmont Health District

6. Nottoway County Public Library

7. Nottoway County School Board

8. Social Services

9. Planning and Economic Development

10. Emergency Services

11. Piedmont Regional Jail Authority

12. Pickett Park

Aaron French, Asst. Residency Administrator

Gary Easter, Landfill Supervisor

Nicholas Bowles, Building Official

Sheila Estes, Senior Animal Control Officer

Maria Almond, District Health Director

Jacqueline Zataweski, Library Director

Tameshia Grimes, Supt./Sonny Abbott, Chairman

Shannon Reed, Director

Gregg Zody, Planning & Econ. Dev. Director

Buddy Hyde, Emergency Services Coordinator

Chairman Collins

Administrator Bowen

### H. Constitutional Officers Reports and Comments

1. Jane Brown, Circuit Court Clerk

2. Robert Jones, Sheriff

3. Tammie Raiford, Treasurer

4. Christy Hudson, Commissioner of the Revenue

5. Leanne Watrous, Commonwealth's Attorney

**I. Unfinished Business**

1. Ongoing Project and Committee Reports
  - a. Animal Shelter
  - b. Broadband
  - c. Dispatching
  - d. Public Safety Radio Project
  - e. Committee Reports

Board of Supervisors and Administrator Bowen

Board of Supervisors

**J. New Business**

1. Animal Shelter Contract
2. IDA Appointment
3. Surplus Vehicles
4. Nottoway County Emergency Squad/Board Strategic Plan

**K. Consent Items**

*Motion to Accept Recommendations or Amend Consent Agenda for Discussion of any Particular Item*

1. March Expenditures – All Funds

**L. Correspondence/Information Items**

1. CRC – March 2025 Items of Interest
2. Crossroads Patient Report – February 2025
3. Ampliform – Worksession Clarification
4. VAARNG Programmatic Agreement for Cultural Resources Mgt.
5. John Tyler ASAP Funding Request

**M. County Administrator Report**

**N. Comments from Members of the Board**

Vice Chairman Norton  
Supervisor Ingram  
Supervisor Roark  
Supervisor Toth  
Chairman Collins

**O. Closed Meeting**

**Motion to Adjourn**



# Nottoway County Board of Supervisors

March 20, 2025, 7:00 p.m.

Nottoway County General District Courtroom

328 W. Courthouse Road, Nottoway, VA 23955

## AGENDA

### A. Welcome

Call to Order

Invocation

Pledge of Allegiance

Chairman Collins

### B. Approval of Agenda

*Motion to Approve or Approve with Amendments*

### C. Approval of Minutes

*Motion to Adopt or Approve with Amendments*

Organizational meeting held January 7, 2025.

### D. Delegations from the Public

### E. Public Hearings

1. Special Exception – Herrera Manufactured Home
2. Special Exception Amendment – Tropical Treehouse
3. Planning and Zoning Application Fees Increase
4. Guideline Adoption – Public-Private Education Facilities and Infrastructure Act
5. Public Hearings for Disposition of Property
  - a. 186 Reservation Road
  - b. 1200 Darvills Road

### F. Presentations

1. Audit Results

Jay Sanudo, RFC

### G. Department Reports

- |  |   |
|--|---|
| 1. Virginia Department of Transportation | Aaron French, Asst. Residency Administrator |
| 2. Solid Waste                           | Gary Easter, Landfill Supervisor            |
| 3. Building Inspections                  | Nicholas Bowles, Building Official          |
| 4. Animal Control                        | Sheila Estes, Senior Animal Control Officer |
| 5. Piedmont Health District              | Maria Almond, District Health Director      |
| 6. Nottoway County Public Library        | Jacqueline Zataweski, Library Director      |
| 7. Nottoway County School Board          | Tameshia Grimes, Superintendent             |
| 8. Social Services                       | Shannon Reed, Director                      |
| 9. Planning and Economic Development     | Gregg Zody, Planning & Econ. Dev. Director  |
| 10. Emergency Services                   | Buddy Hyde, Emergency Services Coordinator  |
| 11. Piedmont Regional Jail Authority     | Chairman Collins                            |
| 12. Pickett Park                         | Administrator Bowen                         |

### H. Constitutional Officers Reports and Comments

1. Jane Brown, Circuit Court Clerk
2. Robert Jones, Sheriff
3. Tammie Raiford, Treasurer
4. Christy Hudson, Commissioner of the Revenue
5. Leanne Watrous, Commonwealth's Attorney



**I. Unfinished Business**

1. Ongoing Project and Committee Reports
  - a. Animal Shelter
  - b. Broadband
  - c. Landfill
  - d. Dispatching
  - e. Public Safety Radio Project
  - f. Committee Reports
2. Emergency Medical Dispatch Software

Board of Supervisors and Administrator Bowen

Board of Supervisors  
Buddy Hyde and Michelle Graham

**J. New Business**

1. Animal Shelter Contract

**K. Consent Items**

*Motion to Accept Recommendations or Amend Consent Agenda for Discussion of any Particular Item*

1. February Expenditures – All Funds
2. Budget Adjustment – Animal Control Grant \$5,000.00

**L. Correspondence/Information Items**

1. CRC – February 2025 Items of Interest
2. Crossroads Patient Report – January 2024
3. Letter of Commendation – Deputy C. J. Felder and Sgt. Ty Moore
4. Dominion Energy – (2) Orders/Notices (full documents available in County Administration)
5. Amelia County – New County Administrator
6. VACo Letter – School Construction Funding Referendum
7. Free Medical Clinic – RAM Event Cumberland, VA
8. Opioid Abatement Authority Cooperative Grant Update – Logan Presley, Nottoway
9. Lunenburg County Draft SWIA Report
10. Nottoway High School Softball Fundraiser – Animal Shelter
11. High Bridge Trail Extension – Delegate Ware
12. DEQ Letter – Barndo Nutrient Bank

**M. County Administrator Report**

**N. Comments from Members of the Board**

Vice Chairman Norton  
Supervisor Ingram  
Supervisor Roark  
Supervisor Toth  
Chairman Collins

**O. Closed Meeting**

**Motion to Adjourn**

C

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF NOTTOWAY COUNTY, VIRGINIA, HELD AT THE GENERAL DISTRICT COURTHOUSE THEREOF, ON THURSDAY, THE 27<sup>TH</sup> DAY OF FEBRUARY IN THE YEAR OF OUR LORD TWO THOUSAND TWENTY-FIVE AND IN THE 249<sup>TH</sup> YEAR OF THE COMMONWEALTH:

PRESENT: WILLIAM J. COLLINS, III, CHAIRMAN  
 DAPHNE V. NORTON, VICE CHAIRMAN  
 RICHARD H. INGRAM, JR.  
 GEORGE G. TOTH, III  
 STEVE W. BOWEN, COUNTY ADMINISTRATOR  
 CATHERINE DOUGLASS, COUNTY ATTORNEY

ABSENT: JOHN A. ROARK

Chairman Collins calls the meeting to order at 7:00 p.m. Due to last week's inclement weather, the regular monthly Board meeting was postponed until tonight.

Supervisor Toth provides the invocation. Chairman Collins leads everyone in the Pledge of Allegiance to our flag.

Approval of the Agenda: Administrator Bowen would like to amend the agenda to have J-5 include Select a Chair for the Courthouse Committee and add J-7 Restructure Finance Committee and Select a Chair. Supervisor Ingram moves to approve the agenda with the amendments. A second is provided by Supervisor Toth. Following a voice vote, the motion carries as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

Approval of the Minutes: Minutes are presented from the regular Board meeting held January 16, 2025. Supervisor Toth moves to approve the minutes as presented. A second is provided by Supervisor Ingram. Following a voice vote, the motion carries as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

Pastor Ted Fuson, Blackstone Baptist Church, offers an invocation.

Chairman Collins begins the Delegations from the Public.

1 – Woodson Irby: Asks the Board to consider figures he provides for possible solar revenue in light of Comprehensive Plan language that limits production to the County's consumption. He suggests a 400 MW limit.

Chairman Collins begins tonight's public hearings.

1 – Special Exception – Manufactured Home, H. M. Services

Supervisor Toth moves to open the public hearing for H. M. Services request to place a manufactured home. A second is provided by Supervisor Ingram. Following a voice vote, the motion carries as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent

G. G. Toth                      Yes

Mr. Zody provides the details of the request. The request by H. M. Services is to demolish an existing blighted residence and replace it with a manufactured home. The Planning Commission heard this request on February 18<sup>th</sup> and recommended it to the Board with a vote of 5-0-1, Jeff Lavelle having recused himself from the vote.

The Planning Commission and Staff support the following conditions:

1. This special exception is granted for a double-wide manufactured home upon applying for and receiving a demolition permit before new construction/placement can commence.
2. This special exception may be revoked by Nottoway County or by its designated agent for failure to comply with any of the listed or amended conditions made by staff, the Planning Commission.
3. Well and Septic Permits issued by the Virginia Department of Health prior to occupancy of the home (i.e. Occupancy Permit).
4. Applicant shall secure a driveway permit through the Virginia Department of Transportation.

Vice Chair Norton moves to close the Public Hearing. A second is provided by Supervisor Ingram. Following a voice vote, the motion passes as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

Supervisor Toth motions to grant the applicant's request to remove the existing residence and replace it with a doublewide manufactured home. A second is provided by Vice Chair Norton. Following a voice vote, the motion passes as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

## 2 – Special Exception Amendment – Tropical Treehouse

Supervisor Toth moves to open the public hearing for the Special Exception Amendment for Tropical Treehouse. A second is provided by Vice Chair Norton. Following a voice vote, the motion carries as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

Mr. Zody provides the details of the request. The request by Tropical Treehouse is to amend two conditions of the previously approved Special Exception for a duplex located at 2551 Green Hill Road to allow renting to non-nursery workers. Due to market conditions and technological innovations, Tropical Treehouse does not have a worker to fill a vacancy. The Planning Commission voted 5-0-1 to deny the request, Jeff Lavelle having recused himself from the vote. Mr. Zody notes another option is to cut off a five-acre parcel which makes the duplex the primary use on the new parcel rather than a subordinate use on its current parcel.

Staff recommends the amendment to the original Special Exception with one condition:

1. This special exception may be revoked by Nottoway County or by its designated agent for failure to comply with any of the listed or amended conditions made by staff, the Planning Commission.

1 – Gene McAuliffe, owner of Cross Creek Nursery, is present and speaks to the efficiencies in the industry which led to having only one worker occupying the duplex. He hopes to allow outside renters in the existing vacancy.

Supervisor Toth suggests holding a public hearing to amend the Special Exception allowing for an H-2A worker from other local farms. Mr. Zody states that Commissioner Thomas wanted the Board to consider the recommendation of having the duplex on its own five-acre parcel.

Supervisor Ingram moves to close the Public Hearing. A second is provided by Supervisor Toth. Following a voice vote, the motion passes as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

Supervisor Toth moves to table this for a public hearing on having outside farm workers as renters. A second is provided by Supervisor Ingram. Following a voice vote, the motion passes as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

### 3 – Special Exception – Nottoway County Telecommunications Tower

Supervisor Ingram moves to open the public hearing for the Nottoway County Telecommunications Tower. A second is provided by Supervisor Toth. Following a voice vote, the motion carries as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

Mr. Zody states that the applicant, Nottoway County, is seeking approval to construct a 300' communications tower on tax map # 31-70, zoned Conservation, using .11 acres of the 1.3-acre site. As part of the Special Exception request, the developer is seeking a waiver of the setback requirement in Sec. 4-13-10 [Setbacks] of the Zoning Ordinance. Staff supports the complete waiver request with the following conditions:

1. This special exception is granted for a 300' telecommunications radio tower.
2. This special exception may be revoked by Nottoway County or by its designated agent for failure to comply with any of the listed or amended conditions made by staff, the Planning Commission.
3. The propane tank slab must be marked in the field.
4. The drainfield shall be marked in the field and on construction plans.
5. All construction related to the tower shall be set back ten (10) feet from the active drainfield and the drainfield and setbacks shall be marked in the field and on the construction plans.

The Planning Commission recommended approval with a vote of 5-1-0 with the dissenting vote made by Commissioner Thomas.

1 – Bryan Thomas, speaking as a citizen, believes the County is making a mistake with the placement of the tower at its proposed location with esthetics cited as a reason.

Mr. Hyde speaks to the additional expense of a necessary microwave shot from a remote location if sited elsewhere versus using conduit if sited at the proposed location. As to appearance, three towers are visible from Highway 460 near the Courthouse Complex though all three are set back.

Jeremiah Knowles, CTA, notes that in addition to the cost of the microwave shot, a secondary tower to extend above the tree line would be necessary. Several locations near the current dispatch center were examined for viability but this proposed location was the best suited. Should the tower fall, it is engineered to collapse on itself and has no guy wires.

Mr. Zody confirms the adjacent residents were notified of this Special Exception request, and no objections were brought forward.

Mr. Knowles and Steve Mondibrown, Level-Up Towers, expects no objections from the FAA based on location and flight pattern. Mr. Mondibrown anticipates FAA's determination will be a standard dual medium-intensity lighting system which includes a red night beacon and white day beacon. Mr. Knowles says there will be an eight-foot fence around the compound for camouflage and security.

Supervisor Ingram moves to close the Public Hearing. A second is provided by Vice Chair Norton. Following a voice vote, the motion passes as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

Administrator Bowen adds that one reason for locating the tower at the proposed location was to have it farther from the historical courthouse. Vice Chair Norton moves to approve the Special Exception request for the Nottoway County telecommunications tower as written. A second is provided by Supervisor Ingram. Following a voice vote, the motion passes as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

The Board receives the following Department reports:

1 –Virginia Department of Transportation: Nottoway Area Headquarters maintenance report for January 2025. Aaron French, Assistant Resident Engineer, reports that the Route 46 bridge project is on schedule for a mid-April 2025 completion. The construction contract for the R-cut project at Route 723 was awarded, and construction is set to begin mid-May. Highway 460 mile-marker signs have been installed. Highway 360 mile-marker signs have been ordered. The Secondary Six-Year Plan process will begin soon. Crystal Lake Road is the next rural rustic project in the schedule and is fully funded. VDOT is focused statewide on pothole and safety issues. For road maintenance issues, citizens can report directly to VDOT by calling 1-800-FOR-ROAD (367-7623). Vice Chair Norton inquires about the speed study on Schutt Road. VDOT has a list of school bus stops and is reviewing where signs are warranted. Also, a pipe on Ridge Road will be replaced in the near future.

2 – Solid Waste: January 2025 Nottoway County Sanitary Landfill waste report: an average of 41.4 tons of waste per day received. December 2024 Nottoway County Sanitary Landfill waste report: an average of 46.56 tons of waste per day received. January thru December 2024 Nottoway County Sanitary Landfill waste report. DEQ No-Deficiency Letter for the January 15, 2025 landfill inspection, includes Compliance Inspection Report.

3 – Building Inspection/Erosion & Sediment Control: January 2025 report; 29 building permits issued for \$7,653.99 in permit fees with \$1,311,618.00 in construction value; 115 inspections performed.

4 – Animal Control: January 2025 report; 137 animal control calls; 1 summons issued; 1 conviction (2 null process – plea deal); 5 compliance notifications issued; 0 dogs held over 40 days. Pictures of donations received in January are included in the package.

5 – Piedmont Health District: No report provided.

6 – Nottoway County Public Library: No report provided.

7 – Nottoway County School Board: Dr. Marcia Martin expresses appreciation for the Board of Supervisors' participation in the joint worksession. Winter weather has disrupted the school schedule recently, but they are back into a routine this week and look forward to spring sports and activities.

Three budget adjustments are presented in the package.

1 – Revenues:

25.4.204.41040.0050.022.000.100	VPSA – School Security Grant	\$173,954.00
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Expenditures:

25.4.201.63700.8100.900.000.100	Transport, Cap Outlay (Bus Radios)	\$173,954.00
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2 – Revenues:

4.201.33020.300.0270	NMS School Improvement Grant	\$169,554.00
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Expenditures:

4.201.61310.1620.200.100.540	Supplemental Salary – Elementary	\$15,120.00
4.201.61310.1620.300.100.540	Supplemental Salary – Secondary	\$15,120.00
4.201.61310.2100.200.100.540	FICA	\$1,157.00
4.201.61310.2100.300.100.540	FICA	\$1,157.00
4.201.61310.3000.200.100.540	Purchased Services – Elementary	\$68,500.00
4.201.61310.3000.300.100.540	Purchased Services – Secondary	\$68,500.00

3 – Revenues:

4.201.33020.300.0271	NIS School Improvement Grant	\$49,100.00
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Expenditures:

4.201.61310.3000.200.100.541	Purchased Services – Elementary	\$49,100.00
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Vice Chair Norton moves to approve the three budget adjustments as presented. A second is provided by Supervisor Ingram. Following a voice vote, the motion passes as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

8 – Social Services: No report provided.

9 – Planning & Economic Development: Planning and Economic Development Monthly Update for January 2025. Mr. Zody shares he is cleaning up the Pickett Park maps and having the GIS updated to market the property. Chairman Collins notes that when selling this property, it will become necessary to survey the property as accurate descriptions are difficult to determine.

Per State Code Section 15.2-2285(B), no zoning ordinance shall be amended unless the Board has referred it to the Planning Commission. Ms. Douglass states that by passing the ordinance, a requirement is now in place that any amendment must go to the Planning Commission for their recommendation. The Board is not bound to accept the recommendation. Mr. Zody will advertise the public hearings for the bodies' respective April meetings.

10 – Emergency Services: Emergency Services Coordinator's Report for February 2025. Fire & EMS Working Group Planning Meeting Agenda for February 4, 2025. Mr. Hyde reports that the GIS data outlining which company serves and which hospital is closest to a location has been loaded into the CAD system, including a helicopter and ambulance layer.

Mr. Hyde asks the Board to adopt a resolution for a local declaration of emergency due to the February winter storms. This is concurrent with the Governor's February 10<sup>th</sup> declaration and opens the doors to public assistance for damages over a certain dollar amount. Vice Chair Norton moves to declare a local emergency and accept the resolution as presented. A second is provided by Supervisor Toth. Following a voice vote, the motion passes as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

Administrator Bowen notes that, as discussed in the recent worksession, with Supervisor Roark's absence, any votes resulting in a tie would be defeated.

Mr. Hyde then presents two reimbursable grant documents for funds that had been obligated before DOGE cuts. Per a conversation with the grants administration office, the money should be secured, but there could be a delay. The County would invest \$8600 for \$180,000 in equipment, but the County would not expend its match until FY26. One grant is for two generators, the second grant is for hurricane-related shutters. Administrator Bowen asks if the Board does not accept one of the grants, would that affect the other as his opinion is that the generators are more important to the County than the shutters, particularly in light of coming construction. Also, having dispatch located in the current VDH location is an unknown. Mr. Hyde suggests accepting the grant and then deciding later about spending the money.

Supervisor Ingram moves to accept the two (2) FEMA Hazard Mitigation Grant Program awards to Nottoway County for emergency generators for two critical facilities and protective measures for windows and doors for two critical facilities and authorize the County Administrator to execute the signatures required in these two grant award packages and the Emergency Services Coordinator to submit them to the Virginia Department of Emergency Management. A second is provided by Vice Chair Norton. Following a voice vote, the motion passes as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

There is an Emergency Medical Dispatch grant to be heard at the March meeting.

11 – Piedmont Regional Jail Authority: Chairman Collins reports that Delegate Lee Ware and Senator Mulchi have worked towards securing the County an additional \$100,000 for FY26 in funding for VCBR residents incarcerated at PRJ. Much time and work went into this outcome, and much work will continue towards seeing all expenses covered.

12 – Local Redevelopment Authority: Lease Actions Income Report dated February 6, 2025. Officer's Club Income Report dated February 6, 2025. A notice is included in the package that a Real ID will be required to enter Fort Barfoot beginning May 1, 2025.

Reports, requests, and recommendations of Constitutional Officers:

- 1 – Jane L. Brown, Clerk: No report provided.
- 2 – Robert L. Jones, Sheriff: Present but nothing to report.
- 3 – Tammie A. Raiford, Treasurer: No report provided.
- 4 – Christy A. Hudson, Commissioner of the Revenue: No report provided.
- 5 – Leanne Watrous, Commonwealth's Attorney: Case reports provided in the package.

The Board considers the following unfinished business.

1a – Animal Shelter Update: Supervisor Ingram reads through a comparison of the old shelter versus the new shelter prepared by CARES. Administrator Bowen adds that a pre-bid conference was held February 18<sup>th</sup> with six contractors present. Some contractors have come to view the facility. There was a meeting with a representative from the State veterinarian's office who made recommendations for consideration. Sealed bids are to be opened March 11<sup>th</sup>.

1b – Broadband: Administrator Bowen has signed a fourth amendment to the contract.

1c – Landfill: TRC is to speak at the March 13<sup>th</sup> worksession to present a numbers comparison on landfill options.

1f – The joint meeting with the School Board precluded two Supervisors attending community board meetings. CPMT was canceled. PSR's awards banquet will be held March 6<sup>th</sup>. Until Supervisor Roark returns, an alternate should consider attending the meeting of the Social Services Board.

The Board considers the following new business:

1 – Set Animal Confinement Administrator Bowen explains that the Board sets dog confinement annually. Supervisor Toth makes a motion to advertise the public notice to confine dogs from April 1, 2025, through May 31, 2025. A second is provided by Supervisor Ingram. Following a voice vote, the motion passes as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

2 – Prince Edward Reimbursement Request: Administrator Bowen informs the Board that the County received a request for payment of half the cost of the Prince Edward boundary line survey work. Prince Edward had informed Administrator Bowen at a meeting that they would be invoicing, and it was noted in the request that Nottoway's Board had previously declined to participate. There is a consensus not to make payment. Much work is forthcoming on this boundary adjustment with Commissioners, registrars, etc. Chairman Collins adds that last year the Board received letters from affected citizens expressing their concerns.

3 – STEPS Appointment: Administrator Bowen would like to serve on the STEPS board and watch the utilization of Nottoway's \$75,000 investment in their homeless shelter project. For that to occur, the vote for Mr. Miller would need to be rescinded. Supervisor Toth moves to rescind the vote to accept Nathaniel Miller's willingness to serve on the STEPS Board for Nottoway County. A second is provided by Supervisor Ingram. Following a voice vote, the motion passes as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent



G. G. Toth                      Yes

Supervisor Toth moves to appoint County Administrator Steve Bowen to the STEPS board serving as Supervisor Toth's alternate. A second is provided by Supervisor Ingram. Following a voice vote, the motion passes as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

4 – IDA Appointment: Supervisor Toth moves to appoint Nathaniel Miller to serve on the Industrial Development Authority to fill the vacancy created by the resignation of William D. Coleburn, for a term expiring September 18, 2026. A second is provided by Supervisor Ingram. Following a voice vote, the motion passes as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

5 – Restructure of Courthouse Committee: Administrator Bowen suggests removing him from this committee as well as choosing a chair for it. Vice Chair Norton moves to amend the motion passed on January 16, 2025, and strike Administrator Bowen from the Courthouse Revitalization Committee, keeping all other appointments as approved. A second is provided by Supervisor Ingram. Following a voice vote, the motion passes as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

Discussion follows on having a chair for the larger committees with having co-chairs in case of absence being one option discussed. Administrator Bowen notes that his being removed from the committees is to prevent unintended meetings. As to who chairs, this could be taken up at the next meeting, and, as Administrator, he will set agendas.

6 – Planning and Zoning Fees: Gregg Zody, Planning & Econ. Dev. Director, presents a comparison chart of neighboring localities' fees. New fees would put the cost on developers rather than adding a burden to taxpayers. To Vice Chair Norton's inquiry on budget impact, Mr. Zody is not sure there would be a tremendous amount but that this would be positive movement. A consensus of the Board is to advertise for a public hearing on the matter at the March 20<sup>th</sup> meeting.

7 – Restructure Finance Committee and Select a Chair: Supervisor Ingram moves to remove Administrator Bowen from the Finance Committee. A second is provided by Supervisor Toth. Following a voice vote, the motion passes as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

The Board considers the following Consent Items.

1 – January Expenditures – All Funds

2 – Refund – Building Permit, Not Required	\$148.50
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3 – Town of Blackstone – Grant Pass-Through Funds	\$2,405.00
4 – VAcorp – Insurance Reimbursement	\$332.96

Supervisor Ingram moves to approve the Consent Items. A second is provided by Supervisor Toth. Following a voice vote, the motion carries as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

The following information items are presented in the package:

- 1 – CRC – January 2025 Items of Interest
- 2 – Crossroads Patient Report – November & December 2024
- 3 – Annual Report for Nottoway Extension 2024
- 4 – Dominion Energy – (3) Orders/Notices (full docs available in County Administration)
- 5 – Juneteenth Celebration – Farmville: Chairman Collins notes the Board will need to approve an alternate date for its June regular meeting. Administrator Bowen will have this topic on the agenda in May for a decision, perhaps moving it to the following Thursday.
- 6 – Celebration of Virginia's No-Kill Shelters – Richmond
- 7 – Public Notice by Commissioner of Revenue
- 8 – Local Coverage by Virginia State Police: Mr. Hyde speaks to there being twelve Troopers now shared by Nottoway and Dinwiddie counties. Sheriff Jones adds that this has been ongoing for the last six months with Interstate 85 incidents having priority.
- 9 – Brunswick County Government Building Example

Administrator Bowen notes that the Treasurer's Office and Commissioner of the Revenue's Office have moved to Blackstone and are opening to the public tomorrow. The Virginia Heartland Regional Economic Development Alliance has selected an Executive Director, and he will be introduced to the Board soon. The Board is scheduled to meet with Department Heads on March 11<sup>th</sup> and 18<sup>th</sup> to hear budget requests. He thanks the Courthouse Committee for touring the Buckingham and Appomattox courthouses; he thanks the respective County Administrators for allowing the tours and sharing their insights. A timeline must be developed and presented to the judge by July 1, and Administrator Bowen will be introducing PPEA Guidelines for adoption next month to help establish an acceptable timeline and budget for the project. He reminds the Board that it is their names on the court order, so there is much for them to consider ahead of the deadline.

Vice Chair Norton attended an informative meeting concerning data centers which could provide the County with a revenue stream.

Supervisor Toth reminds everyone to continue praying for Supervisor Roark and his recovery. Also, pray for the recent house fire on Cottage Road, the injuries and loss of life from it. He looks forward to hearing from the citizens on the new location of the Treasurer and Commissioner.

Chairman Collins speaks to the Code of Virginia and Supervisor Roark's absence due to medical issues. There is no timeline given for a medical absence, so the Board will wait for Supervisor Roark's return.

Supervisor Ingram move that the Board of Supervisors of Nottoway County, Virginia, adjourn into closed meeting pursuant to *Code of Virginia* § 2.2-3711 (A)(3) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, specifically property located near Fort Barfoot; and, § 2.2-3711 (A)(1) Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body; specifically relating to personnel matters now pending in County Administration. A second is provided by Supervisor Toth. Following a voice vote, the motion carries as follows:

W. J. Collins	Yes
D. V. Norton	Yes
R. H. Ingram	Yes
J. A. Roark	Absent
G. G. Toth	Yes

The Board enters Closed Meeting at 9:34 p.m.

Vice Chair Norton moves to reconvene in Open Session with a second provided by Supervisor Ingram. The Board reconvenes at 10:26 p.m.

Vice Chair Norton reads the certification announcement:

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

WHEREAS, § 2.2-3712 (D) of the *Code of Virginia* requires a certification by this Board of Supervisors that such closed meeting was conducted in conformity with Virginia Law;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Nottoway County, Virginia hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia Law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed, or considered by the Board of Supervisors, and (iii) no action was taken in the closed meeting regarding the items discussed.

A roll call vote is taken with responses as follows:

W. J. Collins	I Certify
D. V. Norton	I Certify
R. H. Ingram	I Certify
J. A. Roark	Absent
G. G. Toth	I Certify

Supervisor Ingram moves to adjourn. A second is provided by Supervisor Toth. Chairman Collins adjourns the meeting at 10:28 p.m.

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Chairman

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Clerk

OFFICE OF  
**THE BOARD OF SUPERVISORS**  
NOTTOWAY COUNTY

**SUPERVISORS**

WILLIAM J. COLLINS, III, CHAIRMAN  
DISTRICT 5

DAPHNE V. NORTON, VICE CHAIR  
DISTRICT 3

RICHARD H. INGRAM, JR.  
DISTRICT 1

JOHN A. ROARK  
DISTRICT 2

GEORGE G. TOTH, III  
DISTRICT 4



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**COUNTY ADMINISTRATOR**  
STEVE W. BOWEN

**PLANNING & ECONOMIC DEVELOPMENT  
DIRECTOR AND ZONING ADMINISTRATOR**  
GREGG ZODY, AICP

**BUILDING OFFICIAL**  
NICHOLAS BOWLES

**EMERGENCY SERVICES COORDINATOR**  
AUBREY W. "BUDDY" HYDE, JR.

Please run this ad in the newspaper the weeks of March 31, 2025, and April 7, 2025. Thank you.

**LEGAL NOTICE**

**Public Hearing**

The public is hereby notified that the Nottoway County Board of Supervisors will conduct a public hearing on Thursday, April 17, 2025, at 7:00 p.m. in the General District Courthouse, 328 West Courthouse Road, Nottoway, Virginia, 23955 to consider the following:

Increasing Landfill fees as follows:

<u>Items:</u>	<u>Current Price</u> (effective August 20, 2020)	<u>Proposed Price:</u> (effective July 1, 2025)
Garbage/Trash	\$42 per ton	\$55 per ton
Tires	\$200 per ton	\$200 per ton
Sludge	\$104 per ton	\$104 per ton
Large Container Pickup	\$150 per pick up + \$42 per ton Monthly Lease = \$35	\$150 per pick up + \$55 per ton Monthly Lease = \$50
Small Container Pickup	\$75 per pick up + \$42 per ton Monthly Lease = \$35	\$150 per pick up + \$55 per ton Monthly Lease = \$50
Daily fee	\$10 per day after 10 days	\$10 per day after 5 days

All persons desiring to be heard on this matter are urged to be present on the date and hour aforementioned. A true and complete copy of the proposed fee schedule is available for public inspection during regular business hours at the County Administration Office, 344 W. Courthouse Road, Nottoway, VA 23955.

It is the intention of the Board of Supervisors to comply with the Americans with Disabilities Act. Should you need special accommodations, please contact the County Administration Office prior to 5:00 p.m. on Friday, April 11, 2025.

By Authority of the Board of Supervisors

Steve W. Bowen, County Administrator

Please publish this Legal Notice so it will appear in the newspaper the weeks of April 2, 2025, and April 9, 2025.

## LEGAL NOTICE

### Public Hearing

The public is hereby notified that the Nottoway County Board of Supervisors will conduct a public hearing on Thursday, April 17, 2025, at 7:00 pm, or as soon thereafter as the public may be heard, in the General District Courthouse located at 328 West Courthouse Road, Nottoway, Virginia 23955 to consider adopting the following Zoning Ordinance and amendments referenced below:

1. A zoning ordinance to amend the following Sections of Article 4, Division 19 – Solar Energy Facilities:

**Section 4-19-3 Definitions;**

**Section 4-19-7 Location, appearance, and operational requirements; and**

**Section 4-19-10 Federal, state, and local requirements.**

2. A zoning ordinance to amend the following Sections of Article 2, Divisions 1-7 (Base Districts Regulations Generally) and Article 6 (Definitions) to add “Government Services” to the definition as a permitted use in Agriculture, Conservation, Rural Residential, Urban Residential, General Business, Light Industrial, General Industrial:

**Section 6-1-2 Definitions. To add the definition of a “Government Services” as a permitted use in the following zoning districts;**

**Section 2-1-3 Agriculture – Permitted Uses;**

**Section 2-2-3 Conservation – Permitted Uses;**

**Section 2-3-3 Rural Residential – Permitted Uses;**

**Section 2-4-3 Urban Residential – Permitted Uses;**

**Section 2-5-3 General Business – Permitted Uses;**

**Section 2-6-3 Light Industrial – Permitted Uses; and**

**Section 2-7-3 General Industrial – Permitted Uses.**

3. A zoning ordinance to amend the following Sections of Article 2, Divisions 5-7 (Base Districts Regulations Generally) and Article 6 (Definitions) to add the use of Data Center to the definition as a use permitted by special exception in the General Business, Light Industrial and General Industrial Districts:

**Section 6-1-2 Definitions. To add the definition of a “Data Center” as a permitted use in the following zoning districts;**

**Section 2-5-4 General Business – Uses Permitted by Special Exception (as provided in Article 5);**

**Section 2-6-4 Light Industrial – Uses Permitted by Special Exception (as provided in Article 5); and**

**Section 2-7-4 General Industrial -Uses Permitted by Special Exception (as provided in Article 5).**

4. A zoning ordinance to amend the following Section of Article 2, Division 1 (Base Districts Regulations Generally) and remove the use of “Duplex”:

**Sec. 2-1-4-27 Uses Permitted by Special Exception (as provided in Article 5).**

All persons desiring to be heard on this matter are urged to be present on the date and hour aforementioned. A true and complete copy of all the referenced ordinance amendments may be examined at the County Administration Office, 344 W. Courthouse Road, Nottoway, Virginia 23955, during regular business hours.

The Nottoway County Board of Supervisors complies with the Americans with Disabilities Act. Should you need special accommodations, please contact the County Administration Office before 5:00 p.m. on Friday, April 11, 2025.

## **ARTICLE 4.**

### **DIVISION 19 SOLAR ENERGY FACILITIES**

#### **Sec. 4-19-1 Solar and Battery Storage Facilities Purpose and Intent.**

The purpose of this article is to provide for and regulate the siting, development, construction, installation, operation, and decommissioning of solar energy and battery storage facilities in the County in a manner that promotes economic development and the safe, effective, and efficient use of such facilities while protecting the health, safety, and welfare of the community and avoiding adverse impacts on County resources.

The intent of this article is to encourage solar energy and battery storage facilities in a manner that promotes the development of renewable energy sources while preserving Nottoway County's rural character and fostering context sensitivity with regards to undesirable impacts on adjacent land uses. As such, Nottoway County is limiting the aggregate total energy generated by all ~~Medium Scale~~ Solar Energy Facilities to the total energy consumed by the unincorporated areas of the County, as well as the energy consumed by the Towns of Blackstone, Burkeville, and Crewe, as well as Pickett Park and Ft. Barfoot.

The County seeks to minimize solar energy facilities' impacts on natural resources, including pollinator and wildlife habitats, and existing agricultural, forestal, residential, commercial, industrial, historical, cultural, and recreational uses of property or the future development of such uses of property in the County. This article is not intended to abridge safety, health, environmental, or land use requirements contained in other applicable laws, codes, regulations, standards, or ordinances.

This article does not supersede or nullify any provision of local, state, or federal law that applies to solar energy facilities.

#### **Sec. 4-19-2 Allowable Zoning Districts.**

1. Small Scale Solar Energy Facilities, ~~Medium Scale~~ Solar Energy Facilities, and Battery Energy Storage Facilities shall be uses permitted by a special exception in the A-1 (Agricultural), C-1 (Conservation), LI (Light Industrial), and GI (General Industrial) zoning districts.
2. Solar collectors constructed for a single residential, commercial, or industrial structure not constituting a ~~Medium Scale~~ Solar Energy Facility, or a Small-Scale Solar Energy Facility as defined in this section shall be permitted in any zoning district when approved by the Nottoway County Building Official.

**Sec. 4-19-3 Definitions.**

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Applicant.** The person or entity who with due authority submits an application to the County for a zoning permit and/or special exception permit to site, develop, construct, and install a Solar Energy Facility under this article.

**Battery Energy Storage Facility.** The energy storage equipment and technology within an energy storage project that is capable of absorbing energy, storing such energy for a period of time, and redelivering such energy after it has been stored.

**Buffer (also buffer yard, buffer area):** A yard or area improved with screening and/or landscaping materials as required between abutting uses or districts of differing intensities for the purpose of decreasing the adverse impacts of one differing use on another.

**Facility Owner.** The person or entity that owns all or a portion of a Solar Energy Facility or Battery Energy Storage Facility, whether or not it owns the Site on which the facility is located.

**Integrated PV.** Photovoltaics incorporated into building materials, such as shingles.

**Medium-Scale Solar Energy Facility.** A renewable energy project that either: (1) generates electricity from sunlight, consisting of one or more PV systems and other appurtenant structures and facilities (including battery storage) within the boundaries of the site, or (2) utilizes sunlight as an energy source to heat or cool buildings, heat or cool water, or produce mechanical power by means of any combination of collecting, transferring, or converting solar-generated energy. The term applies to, but is not limited to, any solar photovoltaic system, solar thermal system, and/or solar hot water system that has a project area four acres or greater. ~~The up to fifty acres under panel or five megawatts total megawattage for all medium-scale sites within the entirety of the unincorporated areas of the County shall not exceed 170 megawatts as required by parcel dimension or topography.~~

**Operator.** The person or entity responsible for the operation and management of a Solar Energy Facility or Battery Energy Storage Facility.

**Photovoltaic or PV.** Materials and devices that absorb sunlight and convert it directly into electricity.

**Previously Disturbed.** Any area of a Site that has undergone mechanical land-forming, construction, or demolition activities within the past 50 years.



**Project Area.** The area within the fenced area of a Site used for the construction and operation of a Solar Energy Facility or a Battery Energy Storage Facility.

**Rated Capacity.** The maximum capacity of a solar energy facility based on the sum total of each photovoltaic system's nameplate capacity.

**Setback:** The minimum distance by which any building or structure must be separated from the front lot line or other lot lines as may be specified; yard.

**Setback Line:** A line parallel to a street and extending the full width of the lot for a specified distance at all points from the front lot line, street center line or street right-of-way line, and thus defining an area in which no building or structures or portions thereof may be constructed

**Site.** The real property on which a solar or battery energy storage facility is located.

**Site Owner.** The person or entity that owns all or a portion of the Site.

**Small Scale Solar Energy Facility.** A solar energy facility that: (1) has a project area less than four (4) acres; (2) has a rated capacity of 200 kw or less; (3) is mounted on or over a building, parking lot, or other previously disturbed area, or (4) utilizes integrated PV only.

**Solar Energy Facility or Solar Facility.** A ~~Medium-Scale~~ Solar Energy Facility or a Small-Scale Solar Energy Facility, or both. Solar Energy Facility or Solar Facility does not include concentrated solar power (CSP) which utilizes lenses or mirrors to collect and focus the sun's heat. CSP facilities are prohibited as a component of any Solar Energy or Solar Facility.

#### **Sec. 4-19-4      Applicability; permitting.**

The requirements set forth in this article shall govern the siting, development, construction, installation, operation, and decommissioning of Solar Energy Facilities and Battery Storage Energy Facilities in the County. A special exception permit is required for each ~~Medium-Scale~~ Solar Energy or Battery Energy Storage Facility proposed to be constructed, installed, or operated in the County. A zoning permit is required for each Small-Scale Solar Energy Facility proposed to be constructed, installed, or operated in the County. Use regulations for specific zoning classifications will state if Small Scale Solar Energy Facilities are permitted in a particular zoning district as a matter of right and if ~~Medium-Scale~~ Solar Energy or Battery Energy Storage Facilities are permitted in a particular zoning district subject to the issuance of a special exception permit. For ~~Medium-Scale~~ Solar Energy Facilities and Battery Energy Storage Facilities, the general procedures for applying for a special exception permit shall apply in addition to the requirements of this article. The Planning Commission and the Board of Supervisors can make exceptions on setbacks and acreage under panel based upon parcel dimension and topography. All fees become applicable and shall be paid upon approval of the permit.

1. Pre-application meeting. A pre-application meeting shall be held with the zoning administrator to discuss the location, scale, and nature of the proposed use, what will be expected during that process, and the potential for a siting agreement.
2. Submittal of the permit application and fees.
  - 1) There is a combined application for the 2232 review and Special Exception permit.
  - 2) There are separate fees for the 2232 review and Special Exception permit.
3. 2232 review. The Code of Virginia §15.2-2232 requires a review of public utility facility proposals by the Planning Commission to determine if their general or approximate location, character, and extent are substantially in accord with the Comprehensive Plan or part thereof.
  - 1) The Planning Commission must consider, at a public meeting, whether the project is in substantial accord with the Comprehensive Plan. Failure of the Planning Commission to act within sixty (60) business days of a submission, unless the time is extended by the Board of Supervisors, shall be deemed approval.
    1. If the Planning Commission approves the 2232 review, the project shall be recommended for a public hearing for the Special Exception permit.
    2. If the Planning Commission does not approve the 2232 review, the applicant may appeal the decision to the Board of Supervisors within ten (10) business days after the decision of the Planning Commission. The appeal shall be by written petition to the Board of Supervisors setting forth the reasons for the appeal. The appeal shall be heard and determined within sixty (60) business days from its filing unless the time is extended by the applicant. A majority vote of the Board of Supervisors shall overrule the Planning Commission.
  - 2) If the Board of Supervisors agree to negotiate a Siting Agreement in accordance with the Code of Virginia § 15.2-2316.8, the 2232 review process may be delayed until negotiations are complete. If the siting agreement is approved, it fulfills the requirement for a 2232 review.

**Sec. 4-19-5      Applications, procedures, and requirements for Small Scale Solar Energy Facilities.**

1. Application. For proposed Small Scale Solar Energy Facilities, the application shall consist of all of the following:

- 1) A project narrative and site plan that comply with subsections (a) and (b) in Section 4-19-6.
- 2) Any additional information or documentation required by the zoning administrator.
2. Requirements. All of the following requirements apply to all Small-Scale Solar Energy Facilities in the County:
  - 1) The signage, noise, and lighting requirements in Section 4-19-7.
  - 2) The fencing requirement and the height restriction in Section 4-19-7.
  - 3) The setback and vegetative buffering requirements in Section 4-19-7.
  - 4) A decommissioning plan and security that comply with subsection (d) of Section 4-19-6-1.

**Sec. 4-19-6 Applications and procedures for ~~Medium-Scale~~ Solar Energy Facilities and Battery Energy Storage Facilities.**

1. Application. In addition to materials required for a special exception permit application under sections 5-5-2 and 4-19-4, applications for ~~Medium-Scale~~ Solar Energy Facilities or Battery Energy Storage Facilities shall, unless otherwise provided herein, include the following information:
  - 1) Project narrative. A narrative identifying the Applicant, Facility Owner, Site Owner, and Operator, if known at the time of the application, and describing the proposed ~~Medium-Scale~~ Solar Energy Facility or Battery Energy Storage Facility, including an overview of the project and its location; the size of the Site and the Project Area; the current use of the Site; the estimated time for construction and proposed date for commencement of operations; the planned maximum rated capacity of the facility; the approximate number, representative types, and expected footprint of solar and/or battery storage equipment to be constructed, including without limitation photovoltaic panels; ancillary facilities, if applicable; and how and where the electricity generated at the facility will be transmitted, including the location of the proposed electrical grid interconnection.
  - 2) Site plan. The site plan shall include the following information:
    1. Property lines, minimum required setback lines under this article, and any proposed setback lines that exceed the minimum requirements.
    2. Existing and proposed buildings and structures, including preliminary location(s) of the proposed solar or battery storage equipment.

3. Existing and proposed access roads, permanent entrances, temporary construction entrances, drives, turnout locations, and parking, including preliminary comments from the Virginia Department of Transportation (VDOT) pertaining to proposed construction and permanent entrances for the site. Prior to site plan approval a written confirmation from the Virginia Department of Transportation ("VDOT") that all entrances satisfy applicable VDOT requirements; provided, however, unless expressly required by VDOT, these requirements shall not exceed VDOT requirements for other types of projects in the underlying zoning district.
4. If not in conflict with VDOT construction/design standards,, all interior roads shall be surfaced with gravel. Proposed locations and maximum heights of substations, electrical cabling from the solar systems to the substations, panels, ancillary equipment and facilities, buildings, and structures (including those within any applicable setbacks).
5. Fencing as required under this article and other methods of ensuring public safety.
6. Areas where the vegetative buffering required in this article will be installed and maintained and areas where pollinator-friendly and wildlife-friendly native plants, shrubs, trees, grasses, forbs, and wildflowers required in this article will be installed and maintained.
7. Existing wetlands, woodlands, and areas containing substantial woods or vegetation, including those woodlands designated as 'high value forestry land' as designated by the Virginia Department of Forestry's Forest Conservation Model.
8. Identification of recently cultivated lands and predominant soil types, including all on site soils identified as or prime agricultural soils in the 'soil index' for Nottoway County published by the Natural Resources Conservation Service (NRCS) (based on publicly available data) of those lands.
9. A natural heritage and wildlife management study, consistent with the Virginia Division of Wildlife Resources Solar Energy Facility guidance that identifies any threatened or endangered species and wildlife travel patterns, together with any necessary mitigation measures to ensure compatibility of the project.
10. Additional information as determined by the zoning administrator, which may include, but may not be limited to, a scaled elevation view and other

supporting drawings, photographs of the proposed site, photo or other realistic simulations or modeling of the proposed solar energy project from potentially sensitive locations as deemed necessary by the zoning administrator to assess the visual impact of the project, aerial image or map of the site, and additional information that may be necessary for a technical review of the proposal.

11. Additional information required by the planning commission or Board of Supervisors.
- 3) Documentation of the authorization to submit the application and to use property for the proposed facility. Documentation shall include proof of current or future control over the proposed site or possession of the right to use the proposed site in the manner requested. The applicant may redact sensitive financial or confidential information.
- 4) Decommissioning plan; security.
  1. The applicant shall provide a detailed decommissioning plan that provides procedures and requirements for removal of all parts of the Solar Facility or the Battery Energy Storage Facility and its various structures at the end of the useful life of the Solar Energy Facility or if it is deemed abandoned pursuant to section 4-19-9. The plan shall include the anticipated life of the Solar Energy Facility; the estimated overall cost of decommissioning the Solar Energy Facility in current dollars; the methodology for determining such estimate; the methodology for providing security for the determined cost of decommissioning, which shall be either cash escrow, performance surety bond(s), certified check(s), irrevocable letter(s) of credit, or other surety acceptable to the County ; the manner in which the Solar Facility will be decommissioned; and the methodology for updating the decommissioning plan, the estimated decommissioning cost, and the security for the estimated decommissioning cost, all in accordance with the requirements of Section 4-19-9 below.
  2. Decommissioning plans shall be updated every five (5) years and each updated decommissioning plan shall be prepared at the owner's expense and shall be submitted to the County Administrator's Office for review six (6) months prior to the current plan's expiration date.
- 5) Liability insurance. The applicant shall provide proof of liability insurance in an amount determined by the County to be adequate to cover operations at the Medium- Scale Solar Energy or Battery Energy Storage Facility. The applicant shall provide proof of such liability insurance for the ~~Medium-Scale~~ Solar Energy Facility prior to the issuance of a building permit. Obtaining and maintaining the

requisite liability insurance will be a mandatory condition of the special use permit.

- 6) Landscaping and screening plan. At the time of application submission and prior to any land disturbance activity by the applicant the applicant must submit for County review a preliminary landscaping and screening plan describing the proposed buffer area and how the requirements of this ordinance, as outlined below, will be met. Prior to approval and issuance of a final zoning and building permit a final landscaping and screening plan that addresses the vegetative buffering required in this article, including the use of existing and newly installed vegetation to screen the facility. The plan also must address the use of pollinator-friendly and wildlife-friendly native plants, shrubs, trees, grasses, forbs, and wildflowers in the project area and in the setbacks and vegetative buffering as required in this article. Final seed area mixes, where used for groundcover, will be determined based upon availability and compatibility of a representative list of species common to the region and consider flammability of the final growth at maturity to minimize potentials for wildfires.
- 7) Erosion and sediment control plan. A preliminary erosion and sediment control plan outlining steps to be taken to protect adjacent properties from runoff shall be submitted at time of application. A full erosion and sediment control plan must be submitted and approved by the Nottoway County staff, in conjunction with designated review representatives and/or agencies, prior to any land disturbing activity. Erosion and sediment control plans must meet or exceed DEQ minimum standards as provided in the most recent edition of the Virginia Erosion and Sediment Control Handbook and may be reviewed by the County or their designated representatives in accordance with the provisions of this ordinance for third party reviews. In addition, all soil from the defined area of disturbance (Project Area) shall remain on site and must be stabilized per DEQ standards. Final seed area mixes, where used for groundcover, will be determined based upon availability and compatibility of a representative list of species common to the region and consider flammability of the final growth at maturity to minimize potentials for wildfires.
- 8) Stormwater management plan. Acknowledgement that a stormwater management plan must be approved by the Virginia Department of Environmental Quality (DEQ) prior to issuance of any building or zoning permits being issued and any land disturbing activities commencing on site. Stormwater management plans, developed by a licensed engineer, must meet or exceed DEQ minimum standards and may be reviewed and inspected by the County or their designated representatives in accordance with the provisions of this ordinance for third party reviews and inspections.

- 9) A construction plan to be approved prior to the issuance of a building permit, which shall include a proposed construction schedule, proposed hours of construction and how the effective mitigation of dust, burning operations, access and road improvements, and handling of general construction complaints will be addressed to the satisfaction of the Zoning Administrator.
- 10) Virginia Cultural Resource Information System report. A report by the Virginia Department of Historic Resources Virginia Cultural Resource Information System must be submitted to identify historical, architectural, archeological, or other cultural resources on or near the proposed facility. A copy of the cultural resources review conducted in conjunction with the Virginia Department of Historic Resources for the permit by rule process shall be submitted by the applicant prior to the issuance of a building permit, shall be in addition to the initial report required above, and shall further identify historical, architectural, archeological, or other cultural resources on or near the proposed facility.
- 11) Additional information. If deemed relevant to the consideration of a special exception permit application or the conditions to be included in any special exception use permit, the zoning administrator, planning commission, or Board of Supervisors may require the applicant to submit any of the following information, either as part of the special exception permit application or as a condition of any special exception permit:
  1. The identification and location of any existing ~~Medium Scale~~ Solar Energy Facilities or Battery Energy Storage Facilities and any known proposed ~~Medium Scale~~ Solar Energy or Battery Energy Storage Facilities within a five-mile radius of the proposed Site.
  2. A report of impact on adjacent property values prepared by a qualified third-party, such as a licensed real estate appraiser.
  3. An economic impact analysis prepared by a qualified third-party that reports any expected change in the value of the subject property, expected employment during the construction of the facility, any expected impact on the County's tax revenues, the estimated costs to the County associated with the facility in the form of additional services, and information on any other economic benefits or burdens from the facility that may be requested by the zoning administrator.
  4. A report regarding potential impacts on pollinators and pollinator habitats at the Site, including, but not limited to, the submission of a completed solar site pollinator habitat assessment form as required by the zoning administrator. Final seed area mixes, where used for groundcover, will be determined based upon availability and compatibility of a representative list

of species common to the region and consider flammability of the final growth at maturity to minimize potentials for wildfires.

5. A glint and glare study that demonstrates either that the panels will be sited, designed, and installed to eliminate glint and glare effects on roadway users, nearby residences, commercial areas, and other sensitive viewing locations, or that the applicant will use all reasonably available mitigation techniques to reduce glint and glare to the lowest achievable levels. The study will assess and quantify potential glint and glare effects and address the potential health, safety, and visual impacts associated with glint and glare. Any such assessment must be conducted by qualified individuals using appropriate and commonly accepted software and procedures.
  6. A traffic impact study modelling the construction and decommissioning processes, including recommendations for traffic control and lane closures of public streets and roads during construction. County staff will review the study in cooperation with VDOT.
  7. A water resource plan identifying availability of and how water and sewer services will be provided to the Site, including a plan for continuous monitoring of groundwater quality during the life of the Solar Energy Facility or Battery Energy Storage Facility.
  8. An assessment of fire, rescue, and law enforcement requirements as compared to existing capacities and facilities.
2. Review and inspection fees. The County may retain qualified third parties to review portions of a permit application and to inspect a project for which the County, in its sole discretion, determines that assistance is needed. Any out-of-pocket costs incurred by the County for such review and/or inspection by qualified third parties shall be paid by the Applicant upon Applicant's prior approval. The third-party reviewers and inspectors and their estimated costs will be submitted to the Applicant for approval before the costs are incurred. The County may, in the alternative, accept such review by qualified third parties selected, retained, and paid by the Applicant.

Notwithstanding any provisions related to the timing and validity of site plan approvals set forth in the Code of Virginia, construction shall commence thirty-six (36) months from the date of approval of the special exception permit or the special exception permit shall be void. Not less than six (6) months prior to the expiration date of the original Special Exception Permit, the owner may request a one-time extension from the Board of Supervisors for an additional twelve (12) months to commence construction. The Board of Supervisors may grant the extension, based upon satisfactory evidence that the applicant has proceeded in good faith with the permitting process. In no case shall the permit be extended beyond eighteen months (18) months.



3. Community meeting. A public meeting advertised in newspapers with a general local circulation, social media, radio media, and posting on local government public notice boards shall be held by the Applicant prior to the public hearing with the planning commission to give the community an opportunity to hear from the Applicant and ask questions regarding the proposed Solar Energy or Battery Energy Storage Facility. All meetings held pursuant to this paragraph shall be subject to and meet all of the following requirements.
  - 1) The Applicant shall inform the zoning administrator and adjacent property owners in writing of the date, time, and location of the meeting, at least seven (7) but not more than fourteen (14) business days in advance of the meeting date.
  - 2) The date, time, and location of the meeting shall be advertised in a newspaper serving the area of the County in which the proposed ~~Medium Scale~~ Solar Energy or Battery Energy Storage Facility is to be located at least seven (7) but not more than fourteen (14) business days in advance of the meeting date.
  - 3) The meeting shall be held within the County at a location open to the general public with adequate parking and seating facilities that will accommodate persons with disabilities.
  - 4) At the meeting, members of the public shall have the opportunity to review application materials, ask questions of the Applicant, and provide feedback to the Applicant.
  - 5) The Applicant shall provide to the zoning administrator a summary of any input received from members of the public at the meeting.
4. Exemptions. The zoning administrator may exempt applications for facilities smaller than four (4) acres with a rated capacity equal to or less than one megawatt (MW) from some of the requirements of this section; provided, however, the zoning administrator may not exempt applications from any of the requirements included in section 4-19-5.
5. Post-application documentation and approvals. All documentation required to be submitted to the County and approvals required from the County after the issuance of the permit shall, unless otherwise stated in the conditions attached to the special exceptions permit, be submitted or obtained no later than the date of any application for a building permit for the facility. The failure or refusal to submit required documentation or obtain required approvals following the issuance of a special exceptions permit shall result in the suspension of the special exceptions permit and the denial of the building permit.

**Sec. 4-19-7      Location, appearance, and operational requirements.**

The following requirements apply to ~~Medium Scale~~ Solar Energy and Battery Energy Storage Facilities:

1. Visual impacts. The Applicant shall demonstrate through project siting and proposed mitigation, as necessary, that the Solar and Battery Energy Storage Facility minimizes impacts on viewsheds, including from residential areas and areas of scenic, historical, cultural, archaeological, and recreational significance. The Solar Facility shall utilize only panels that employ anti-glare technology, anti-reflective coatings, and other available mitigation techniques, all that meet or exceed industry standards, to reduce glint and glare. The applicant shall provide written certification from a qualified expert acceptable to the County that the facility's panels incorporate and utilize anti- glare technology and anti-reflective coatings and reduce glint and glare to levels that meet or exceed industry standards.
2. Signage. All signage on the Site shall comply with the County sign ordinance, as adopted and from time to time amended, and the signage requirements, if any, set forth in the approved special exception permit conditions.
3. Noise. Noise levels from the facility shall comply at all times with applicable County noise ordinances, as adopted and from time to time amended.
4. Setbacks. The project area shall be set back a distance of at least ~~three hundred 800-~~ (300) feet from all ~~public rights~~public rights-of-way, ~~1,500(1,200)~~ feet from a habitable dwelling, and a distance of at least ~~800-three hundred (300)~~ feet from adjacent property lines. Waivers may be sought by the Applicant to reduce the -setbacks adjacent to a non-immediate family-owned parcel to no less than ~~three hundred five hundred (300)~~ feet. Exceptions may be made for adjoining parcels that are owned or controlled by the Applicant or immediate family-owned and are included in the Site. Increased or decreased setbacks from all public rights of way and adjacent property lines up to ~~800-three hundred (300)~~ feet and additional buffering may be -included in the conditions for a particular permit dependent upon the Site topography and parcel dimensions. Solar Energy and Battery Energy Storage Facilities also shall -meet all setback requirements for primary structures for the zoning district in which ~~the Solar~~the Solar Energy or Battery Energy Storage Facility is located in addition to the -requirements set forth above. Access, erosion and stormwater structures, and -interconnection to the electrical grid may be made through setback areas provided that -such are generally perpendicular to the property line.
5. Fencing. The Project Area shall be enclosed by security fencing not less than six (6) feet in height and equipped with an appropriate anticlimbing device such as strands of barbed wire on top of the fence. The height and/or location of the fence may be altered in the approved special exception permit conditions for a particular permit. Fencing must be installed on the interior of the vegetative buffer required in this section so that it is

screened from the ground level view of adjacent property owners. The fencing shall be properly maintained at all times while the Solar Facility is in operation.

6. Vegetative buffer.

A. Existing plant materials

- a) Use of native or adaptive plant materials shall be utilized to ensure water conservation, growth and survival of new plantings that reflect the existing plant materials and environment.
- b) Existing established plant material shall be utilized, including those preserved, and shall be annotated on the submitted plan. Pervious surface area shall be retained around existing vegetation at a minimum of 1.5 times the critical root zone of each tree to allow infiltration of surface water and air.
- c) Existing healthy vegetation may be counted towards meeting performance criteria for buffers.

B. Plant sizes and standards

- a) The standards for all trees and shrubs utilized within Agricultural Constructed Buffer Opaque shall conform to the American Standard for Nursery Stock 2014. The sizes of installed plants shall conform to the Nottoway County planting standards.
  - i. Large deciduous trees shall be at least 6 feet in height and 1" in caliper at the time of planting and shall mature at a height of at least 30'.
  - ii. Large evergreen trees shall be at least 5' tall at the time of planting and shall mature at a height of least 30'
  - iii. Small ornamental or understory trees shall be at least 5' in height and 3/4" caliper at the time of planting, and be at least 18' in height at maturity
  - iv. Large shrubs shall be at least 18" tall and in a 3 gal. container at the time of planting and be expected to mature at a height of at least 8'.
  - v. No vegetation installed shall be on the USDA invasive species list for Virginia.
- b) Location of required landscape - All landscape buffer shall be located on the property it serves within the mandated Setback. Landscaping or native vegetation that is existing on any adjacent property not on the property where the Solar facility is located shall not serve as any required buffer. Any exception to this requirement would require a recorded easement.
- (c) Protection – No landscape other than grasses shall be permitted to be installed in a public underground utility easement without permission of the public utility owner.
- (d) Riparian buffer – Setbacks shall be retained and complied.
- (e) Overhead public utility easement shall be landscaped with grasses or woody vegetation that does not exceed 20' in height at maturity. Buffer plantings



within 15' outside the overhead utility easement shall not exceed 30' in height.

- (f) Solar panel field shall be installed on native soil within the installation. No topsoil shall be removed within the general area of the solar panel field. Exception will be reserved for roadways, parking lots, or building pads for required infrastructure. The solar panel field shall be stabilized with permanent vegetation consisting of grasses and forbs, including some pollinator species. This cover crop(s) shall be depicted on the site plan.

#### C. Types of Buffers

- (a) Agricultural Buffer Opaque – This native established buffer shall be described as an existing natural vegetative woodland comprised of native hardwood trees, understory trees, both deciduous and evergreen. It should provide an opaque buffer that cannot be seen through visually and shall have achieved a height of a minimum of 12'. It may be enhanced with evergreen large overstory, understory, or large shrubs to improved buffer screening. Spacing on center shall not exceed 12 feet. Buffer is located within the 300' setback and be outside of the required fence on the perimeter of the panel field.
- (b) Agricultural Constructed Buffer Opaque – This designed and installed buffer shall be a minimum of 30' in width, be 80% opacity, and in each 100 linear feet, and contain the following: 6(six) Deciduous Canopy Trees, 1(one) Evergreen Canopy Tree, 4(four) Deciduous Understory Trees, 10(ten) Evergreen Understory Trees or Evergreen Large Shrubs. Trees shall be randomly placed within the 30' x 100', evergreen shrubs shall be infilled to promote a natural look, and repeated with randomness with no plant closer than 12' on center to another plant. Placement shall promote a naturalized arrangement.
- (c) Suggested list of possible plant material is attached. Choices shall not be limited to be from this list, but may be utilized as a guide. Selection of native and locally plant material within a 200-mile range is encouraged to promote ecologically appropriate plants and enhance establishment.

#### D. Landscape Installation and Inspection

- A. Time Limit – All landscaping and stabilizing ground cover shall be installed prior to receiving a certificate of occupancy, including grassing and mulching.
- (1) Extensions and Inspections – Planning Department may grant extensions to this above time limit. If an exception is granted to allow installation during the appropriate planting season to ensure establishment is successful. Applicant shall post a 150% bond of cost of materials, labor, and any other installation costs, based on the highest estimate received. Temporary extension shall be for 30-180 days depending upon the inspectors' best estimate and a suitable planting season, an approved substitution due to availability of specified and approved plant species or plant size of the approved plan.



- (2) The Planning Department may issue a temporary certificate of occupancy for a term not to exceed 180 days, the next planting season, whichever comes first. Only 25% of the plant material may be delayed in this exemption, and must be bonded.
- (3) Prior to obtaining a permanent certificate of occupancy, the property owner or developer shall submit an "as built" landscape plan.
- (4) Planning Department shall inspect prior to issuing a certificate of occupancy, and one year post certificate of occupancy, with the "as built" landscape plan to ensure compliance with plan, and proper maintenance of the landscape materials. Deficiencies shall be corrected per the original site plan.

#### B. Maintenance Responsibility and Replacement Vegetation

- (1) Maintenance shall be the responsibility of the operator of the Solar facility for care, replacement, and watering and integrated pest control of all plant materials installed on the "as built" plan. This buffer shall be retained and managed during the entirety of the life and operation of the solar facility. Any damaged or poor-quality plantings shall be removed and replaced in the proper planting season.

~~6. A vegetative buffer sufficient to mitigate the visual impact of the Solar Facility is required. The buffer shall consist of a landscaped strip at least 800 feet wide, shall be located within the setbacks required under paragraph 4 above, and shall run around the entire perimeter of the property. The buffer shall consist of existing vegetation and, if deemed necessary for the issuance of a special exception permit, supplemented by an installed landscaped strip consisting of multiple rows of staggered trees and other vegetation. This buffer must be made up of existing native species or new plant materials at least three (3) feet tall at the time of planting and that are reasonably expected to grow to a minimum height of eight (8) feet within three (3) years. The planning commission or Board of Supervisors may require increased setbacks and additional or taller vegetative buffering in situations where the height of structures or the topography affects the visual impact of the facility. Non-invasive plant species and pollinator-friendly and wildlife-friendly native plants, shrubs, trees, grasses, forbs, and wildflowers must be used in the vegetative buffer. Fencing must be installed on the interior of the buffer. A recommendation that the screening and/or buffer creation requirements be waived or altered may be made by the planning commission when the applicant proposes to use existing wetlands or woodlands, as long as the wetlands or woodlands are permanently protected for use as a buffer. Existing trees and vegetation shall be maintained within such buffer areas except where dead, diseased, or as necessary for development or to promote healthy growth, and such trees and vegetation shall supplement or satisfy landscaping requirements as applicable. If existing trees and~~

~~vegetation are disturbed, new native species plantings shall be provided for the buffer.  
The buffer shall be maintained for the life of the facility.~~

7. Surface Water Buffer. The Applicant shall address the impact of the facility on rivers and streams. A buffer of at least 250 feet is required on either side of any perennial stream within the identified project area and may be increased or decreased dependent upon site topography.
8. Pollinator habitats. The Project Area will be seeded with appropriate pollinator-friendly native plants, shrubs, trees, grasses, forbs, and wildflowers. The Project Area will be seeded promptly following completion of construction in such a manner as to reduce invasive weed growth and sediment in the project area. The Facility Owner and Operator also are required to install pollinator-friendly native plants, shrubs, trees, grasses, forbs and wildflowers in the setbacks and vegetative buffering.
9. Height. Ground-mounted Solar Energy generation and Battery Energy Storage facilities and equipment shall not exceed a height of twenty-five (25) feet, which shall be measured from the highest natural grade below each solar panel. This limit shall not apply to utility poles and the interconnection to the overhead electric utility grid.
10. Lighting. Lighting shall be limited to the minimum reasonably necessary for security purposes and shall be designed to minimize off-site effects. Lighting on the Site shall comply with any dark skies ordinance the Board of Supervisors may adopt or, from time to time, amend.
11. Density; location. ~~Medium-Scale~~ Solar Energy Facilities shall not be located within one mile of an airport. If an airport lies within one (1) mile of a ~~Medium-Scale~~ Solar Energy Facility the applicant must submit, prior to issuance of any Land Disturbance or Building permits written certification from the Federal Aviation Administration that the location of the Solar Facility poses no hazard for, and will not interfere with, airport operations.
12. Entry and inspection. The Applicant, Facility Owners, and/or Operator will allow designated County and County Emergency Management officials access to the facility for inspection purposes, provided such inspectors will be subject to all established safety requirements and protocols while within the facility.

#### **Sec. 4-19-8 Additional considerations for conditions.**

To preserve and protect County viewsheds and resources, to protect the health, safety, and welfare of the community, and to otherwise advance the purpose and intent of this article, the following non-exhaustive list of additional criteria may be considered by, but shall in no way limit the deliberation, consideration, or determinations of, the planning commission and the Board of Supervisors in addressing whether to recommend or grant a permit and in

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determining what conditions to impose on any permit, for any ~~Medium Scale~~ Solar Energy Facility or a Battery Energy Storage Facility.

1. The topography of the Site and the surrounding area.
2. The proximity of the Site to, observability from, and impact on, urban and residential areas.
3. The proximity of the Site to, observability from, and impact on, areas of historical, cultural, and archaeological significance.
4. The proximity of the Site to other ~~Medium Scale~~ Solar Energy Facilities or Battery Energy Storage Facilities, other energy generating facilities, and utility transmission lines.
5. The proximity of the Site to, observability from, and impact on, areas of scenic significance, such as scenic byways, vistas, and blue ways.
6. The proximity of the Site to, observability from, and impact on, public rights-of-way, including, but not necessarily limited to, highways, secondary roads, streets, and scenic byways.
7. The proximity of the Site to, observability from, and impact on, recreational areas, such as parks, battlefields, trails, lakes, rivers, and creeks.
8. The proximity of the Site to airports, both public and private.
9. The preservation and protection of wildlife and pollinator habitats and corridors.
10. The proximity of the Site to any urban planning area or community planning area identified in the comprehensive plan.
11. The size of the Site.
12. The proposed use of available technology, coatings, and other measures for mitigating adverse impacts of the facility.
13. Any other criteria addressed in sections 4-19-6 and 4-19-7 of this Article 4, Division 19.
14. The preservation and protection of Prime Farmland in the County in accordance with the following:
  - 1) "Prime Farmland" shall have the meaning assigned to it by the Natural Resource Conservation Service (NRSC) of the United States Department of Agriculture,



except those lands established in silviculture shall not be considered prime farmland;

- 2) If no more than five percent of the site is Prime Farmland, this consideration will be waived;
  - 3) If more than five percent of the site is Prime Farmland that is not contiguous, this consideration may be waived;
  - 4) If more than ten percent of the site is Prime Farmland that is contiguous, the Prime Farmland can be removed from the project area; and
  - 5) The Board of Supervisors may waive any or all of the foregoing.
15. Special Provisions for Battery Energy Storage Facilities. Battery Energy Storage Facilities, in addition to the general provisions and requirements outlined in this Division, shall meet the following additional requirements:
- 1) Battery Storage Energy Facilities shall be constructed, maintained, and operated in accordance with national industry standards and regulations including the most current adopted edition of the Virginia Uniform Statewide Building Code (VUSBC).
  - 2) Battery cells shall be placed in a Battery Energy Storage System (BESS) with a system appropriate Battery Management System (BMS). The BESS shall provide a secondary layer of physical containment to the batteries and be equipped with system appropriate cooling, ventilation, and fire suppression systems. Each individual battery should have 24/7 automated fire detection and extinguishing technology built in, specific to the BESS system proposed. The BMS shall monitor individual battery module voltages and temperatures and humidity, off-gassing of combustible gas, fire, ground fault and DC surge, and door access and be able to shut down the system before Thermal Runaway takes place.
  - 3) The Battery Energy Storage System will be placed on an appropriate foundation and screened with vegetation outside of environmentally sensitive areas.
  - 4) Access to all batteries and electrical switchgear shall be from the exterior for normal operation and maintenance. Access to the BESS interior units shall not be permitted while the system is in operation except for safety personnel and emergency responders.
  - 5) Qualifications and experience from selected developers and integrators shall be Provided, including, but not limited to, disclosure of fires or other hazards at other facilities.



- 6) Safety testing and failure modes analysis data from selected developers and manufacturers shall be provided.
- 7) The latest applicable product certifications shall be provided.
- 8) The Battery Storage Facility Operator or Facility Owner shall be responsible for any environmental remediation required by the County or the Commonwealth of Virginia and the costs of such remediation. All remediation shall be completed in a timely fashion negotiated with the County and applicable state agencies.
- 9) Battery storage shall be developed in collaboration with technical experts and the County's first responders to utilize technology-appropriate practices for safe energy storage systems including, but not limited to, the following:
  1. Adequate access/egress for first responders.
  2. Adequate facility signage (for battery chemistry and emergency contacts designated by the owner/operator).
  3. Accessible Safety Data Sheets.
  4. System specific emergency response plans.
  5. Training for first responders on the type of systems, potential hazards and risks, and system-specific emergency response plans.
  6. Adequate water systems and fire suppression appliances for responding fire fighters if required in the emergency response plan.
  7. Signage designating on site hazard materials.
  8. Emergency lighting.
  9. Separate battery modules for ease of access to isolate a failed battery form the System.
  10. Sufficient disconnect and shutdown capability including a master 'kill' switch to disable and discharge batteries.
  11. System-appropriate sensors and alarms.
  12. Air ventilation and suppression systems.

13. Drainage for water runoff.
14. Other practices as recommended by experts or local first responders.
- 10) The Battery Energy Storage Facility Operator or Facility Owner shall conduct regular on-site inspections of the battery units and submit a written report to the zoning administrator on their condition at least once every six (6) months. The Battery Energy Storage Facility Operator or Facility Owner shall conduct monthly inspections electronically of battery units and submit a written report to the zoning administrator monthly.
16. Any other factors, materials, evidence, or considerations deemed relevant by the planning commission or the Board of Supervisors.

**Sec. 4-19-9      Unsafe or abandoned projects; decommissioning.**

1. If the County building official has determined that a ~~Medium-Scale~~ Solar Energy Facility, a Small-Scale Solar Energy Facility, or Battery Energy Storage Facility is unsafe, the facility shall be repaired by the Facility Owner, Site Owner, or Operator to meet federal, state, and local safety standards, or be removed by the Facility Owner, Site Owner, or Operator at the Facility Owner's, Site Owner's or Operator's expense. The Facility Owner, the Site Owner, or the Operator must complete the repair or removal of the facility, as directed by the building official, within the time period allowed by the building official or as required by the approved special exception permit conditions or by agreement. If directed to do so by the building official, the Site Owner, the Facility Owner, or the Operator will remove the ~~Medium-Scale~~ Solar Energy Facility, the Small-Scale Solar Energy Facility, or the Battery Energy Storage Facility in compliance with the approved decommissioning plan established for such facility.
2. If any ~~Medium-Scale~~ Solar Energy Facility, Small Scale Solar Energy Facility, or Battery Energy Storage Facility is not operated for a continuous period of twelve (12) months, the County may notify the Facility Owner by registered mail that it has declared the ~~Medium-Scale~~ Solar Energy Facility, Small Scale Solar Energy Facility, or Battery Energy Storage Facility abandoned and provide forty-five (45) business days for a response. In its response, the Facility Owner shall set forth reasons for the operational difficulty and provide a reasonable timetable for corrective action. If the County deems the timetable for corrective action to be unreasonable, it may notify the Facility Owner, and the Facility Owner, Site Owner, or Operator shall remove the ~~Medium-Scale~~ Solar Energy Facility, the Small-Scale Solar Energy Facility, or Battery Energy Storage Facility at the Facility Owner's, Site Owner's or operator's expense in compliance with decommissioning plan established for such facility.

3. At such time that a ~~Medium-Scale~~ Solar Energy Facility, Small Scale Solar Energy Facility, or Battery Energy Storage Facility is scheduled to be abandoned, the Facility Owner, Site Owner, or Operator shall notify the zoning administrator in writing.
4. Within 365 days of the date of abandonment, whether as declared by the County as set forth in paragraph 2 above or as scheduled by the Facility Owner, Site Owner, or Operator under paragraph 3 above, the Facility Owner, Site Owner, or Operator shall complete the physical removal of the ~~Medium-Scale~~ Solar Energy Facility or Small Scale Solar Energy Facility or Battery Energy Storage Facility at the Facility Owner's, Site Owner's or Operator's expense in compliance with the decommissioning plan established for such facility. This period may be extended at the request of the Facility Owner, the Site Owner, or the Operator upon approval of the Board of Supervisors. Decommissioning shall include removal of all solar electric systems, buildings, cabling, electrical components, security barriers, roads, foundations, pilings, and any other associated facilities, so that any agricultural ground upon which the facility and/or system was located is again tillable and suitable for agricultural or forestal uses. The Site shall be graded and re-seeded to restore it to as natural a pre-development condition as possible or replanted with pine seedlings to stimulate pre-timber pre- development conditions as indicated on the Preliminary Site Plan. Notwithstanding the foregoing, the Site Owner may submit, and the Board of Supervisors may approve, an alternative post-decommissioning condition plan which may provide for an alternative plan for the preparation, repair, and conditioning of the property following decommissioning.
5. When the Facility Owner, Site Owner, Operator, or other responsible party decommissions a ~~Medium-Scale~~ Solar Energy Facility, Small Scale Solar Energy Facility, or Battery Energy Storage Facility, all equipment and other facility components shall be handled and disposed of in conformance with federal, state, and local requirements. All equipment, both above and below ground, must be removed as part of the approved decommissioning plan. Internal paths, roads, travel ways, and landscaping may be left at the discretion of the Site Owner.
6. If the Facility Owner, Site Owner, or Operator fails to timely remove or repair an unsafe or abandoned Solar Facility or Battery Energy Storage Facility after written notice, the County may pursue a legal action to have the Solar Facility or Battery Energy Storage Facility removed at the expense of the Facility Owner, Site Owner, and Operator, each of whom shall be jointly and severally liable for the expense of removing or repairing the facility. The County also may call upon the decommissioning security to complete the approved decommissioning.
7. Financial assurance for the completion of decommissioning shall be provided to the County as set forth in Virginia Code § 15.2-2241.2 in a form and amount approved by the Board of Supervisors and shall remain in full effect until all decommissioning activities are completed. The terms governing financial assurance for decommissioning

shall be set forth in the approved decommissioning agreement, which shall include, but may not be limited to, the following:

- 1) The Applicant, Facility Owner, or Site Owner shall provide the financial assurance required by the Board of Supervisors before any building permit is issued to allow construction of the Solar Facility.
- 2) The estimated cost of decommissioning shall be recalculated every five (5) years at the expense of the Facility Owner or Operator. If the recalculated estimated cost of decommissioning exceeds the original estimated cost of decommissioning by ten percent (10%) or more, then the amount of the financial assurance shall be increased to equal or exceed the new cost estimate. If the recalculated estimated cost of decommissioning is less than ninety percent (90%) of the original estimated cost of decommissioning, the financial assurance may be reduced to the recalculated estimate of decommissioning cost.
- 3) If the terms of the Decommissioning agreement are not met, the County may collect the surety and may enter the Site to remove the equipment, apparatus, and any other personal property or improvements placed on the real property as a part of, or in connection with, the Solar Facility or Battery Energy Storage Facility as it deems appropriate.

**Sec. 4-19-10 Federal, state, and local requirements.**

1. Compliance with uniform statewide building code. All ~~Medium-Scale~~ Solar Energy Facilities, ~~Small-Scale~~ Small-Scale Solar Energy Facilities, and Battery Energy Storage Facilities shall be constructed and operated in compliance with the uniform statewide building code.
2. Compliance with National Electric Code. All ~~Medium-Scale~~ Solar Energy Facilities, Small Scale Solar Energy Facilities, and Battery Energy Storage Facilities shall be constructed and operated in compliance with the National Electric Code.
3. Compliance with regulations governing electric energy supply. ~~Medium-Scale~~ Solar Energy Facilities connected to the utility grid must comply with permitting requirements of the state corporation commission or the permit by rule requirements of the department of environmental quality, as applicable.
4. FAA regulations. All ~~Medium-Scale~~ Solar Energy Facilities and Small-Scale Solar Energy Facilities must meet or exceed the standards and regulations of the United States Federal Aviation Administration.
5. Other applicable laws. All ~~Medium-Scale~~ Solar Energy Facilities, ~~Small-Scale~~ Small-Scale Solar Energy Facilities, and Battery Energy Storage Facilities shall be constructed

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and operated in compliance with all applicable local, state, and federal laws, rules, regulations, permit requirements, and ordinances.

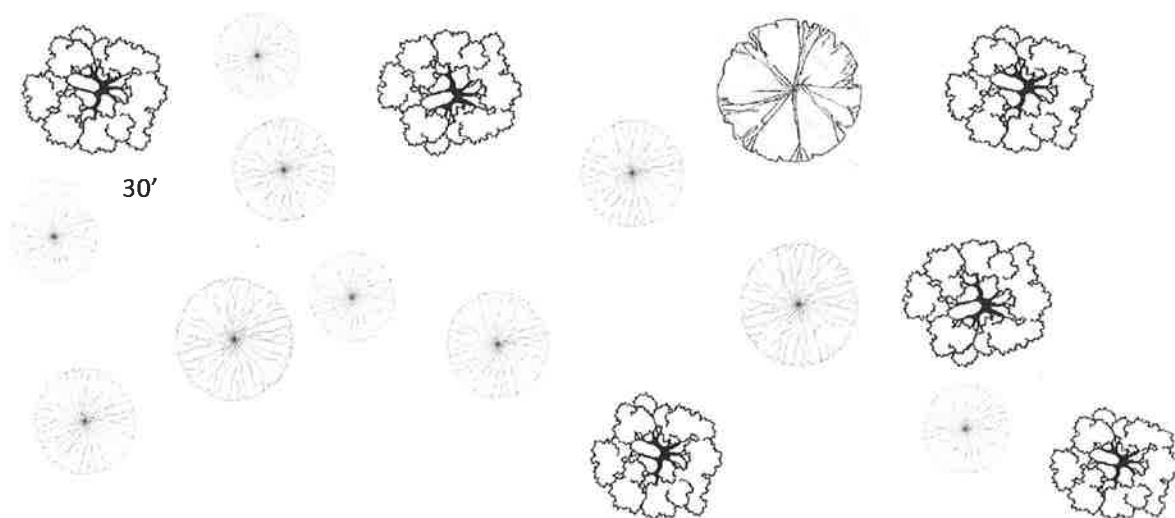
6. All DEQ fines will be matched by the developer and paid to Nottoway County.

5.7. Any developer issued a permit shall be supervised by Dominion Power.

DRAFT

## Screening / Buffering

-----100' wide x 30' deep-----



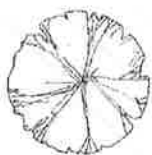
### KEY



Understory Trees/Large Shrub



Overstory Large Deciduous Shade Tree



Evergreen Overstory Tree

Plantings shall be placed randomly, approximately 12-15 feet apart on center. Rows or designs should be naturalized and not repeated uniformly. Per 100' length of buffer shall be 6 Deciduous Overstory Shade Trees, 1 Evergreen Overstory Tree, and 14 Understory Trees or Large Evergreen Shrubs

# Appendix A: Recommended Plants

Scientific Name	Common Name	Native - N Native Cultivar - C Exotic - E	Mature Height	Mature Width	Sun Exposure	Evergreen - G	Drought Tolerant - D	Wet Soil Tolerant - W	Tough Urban Sites - U	Resistant to Deer - R	Edible - E
<b>Large Trees (Height: &gt; 50')</b>											
<i>Acer rubrum</i>	Red Maple	N	40-120'	30-50'	☉ ☉			W		R	
<i>Acer rubrum</i> 'Franksred' and other cultivars	Red Sunset Maple	C	50-60'	35-40'	☉ ☉			W		R	
<i>Acer saccharum</i> subsp. <i>floridanum</i>	Southern Sugar Maple	N	20-70'	20-30'	☉ ☉ ☉			W		R	
<i>Aesculus flava</i>	Yellow Buckeye	N	40-60'	30-40'	☉ ☉					R	
<i>Betula nigra</i>	River Birch	N	40-90'	40-60'	☉ ☉			W		R	
<i>Betula nigra</i> 'Dura Heat'	Dura Heat River Birch	C	40-70'	40-60'	☉ ☉			W	U	R	
<i>Carpinus betulus</i>	European Hornbeam	E	40-60'	30-40'	☉ ☉		D		U		
<i>Carya glabra</i>	Pignut Hickory	N	60-80'	25-40'	☉ ☉		D			R	
<i>Carya illinoensis</i>	Pecan Tree	N	70-100'	40-75'	☉ ☉		D	W			E
<i>Catalpa speciosa</i>	Northern Catalpa	N	40-70'	20-40'	☉ ☉		D	W			
<i>Celtis laevigata</i>	Sugar Hackberry	N	50-70'	30-60'	☉ ☉		D		U	R	
<i>Celtis occidentalis</i>	Hackberry	N	40-100'	40-60'	☉ ☉ ☉		D	W	U		E
<i>Chamaecyparis obtusa</i>	Hinoki Falsecypress	E	50-75'	10-25'	☉ ☉	G					
<i>Chamaecyparis thyroides</i>	Atlantic White Cedar	N	60-80'	30-40'	☉ ☉	G		W			
<i>Corylus columa</i>	Turkish Filbert	E	40-80'	30-50'	☉ ☉		D		U		E
<i>Cryptomeria japonica</i>	Japanese Cedar	E	50-60'	20-30'	☉ ☉	G				R	
<i>Cupressus sempervirens</i> and other varieties	Italian Cypress	E	40-70'	3-6'	☉	G	D		U		
<i>Diospyros virginiana</i>	Persimmon	N	30-80'	20-35'	☉ ☉		D				E
<i>Fagus grandifolia</i>	American Beech	N	60-80'	40-80'	☉ ☉					R	
<i>Ginkgo biloba</i> 'Autumn Gold' and other fruitless males only	Ginkgo	E	50-80'	30-40'	☉		D		U	R	
<i>Gleditsia triacanthos</i>	Thornless Honeylocust	N	30-70'	30-50'	☉		D		U	R	
<i>Gymnocladus dioica</i>	Kentucky Coffeetree	N	60-75'	40-50'	☉		D		U		
<i>Liquidambar styraciflua</i>	Sweetgum	N	60-100'	40-50'	☉ ☉		D	W	U	R	
<i>Linodendron tulipifera</i>	Tulip Poplar	N	70-130'	30-60'	☉ ☉					R	
<i>Magnolia acuminata</i>	Cucumber Tree	N	50-80'	35-60'	☉ ☉						
<i>Magnolia grandiflora</i>	Southern Magnolia	N	60-80'	30-50'	☉ ☉	G			U	R	
<i>Nyssa sylvatica</i>	Black Gum	N	30-100'	20-35'	☉ ☉		D	W	U	R	E
<i>Nyssa sylvatica</i> 'JFS-PN Legacy' and other cultivars	Gum Drop Black Gum	C	30'	20'	☉ ☉		D	W	U	R	E
<i>Pinus sylvestris</i>	Scotch Pine	E	30-70'	20-35'	☉	G			U	R	
<i>Pinus taeda</i>	Loblolly Pine	N	60-90'	20-40'	☉	G	D	W	U	R	
<i>Platanus occidentalis</i>	Sycamore	N	75-110'	75-100'	☉ ☉		D	W	U	R	
<i>Platanus x acerifolia</i>	London Planetree	E	75-100'	60-75'	☉				U	R	
<i>Prunus serotina</i>	Black Cherry	N	60-80'	30-60'	☉					R	
<i>Quercus alba</i>	White Oak	N	50-135'	50-80'	☉ ☉		D			R	
<i>Quercus coccinea</i>	Scarlet Oak	N	50-80'	45-78'	☉ ☉		D			R	

Note: Evergreen plants are highlighted in green.



## Appendix A: Recommended Plants

Scientific Name	Common Name	Native - N Native Cultivar - C Exotic - E	Mature Height	Mature Width	Sun Exposure	Evergreen - G	Drought Tolerant - D	Wet Soil Tolerant - W	Tough Urban Sites - U	Resistant to Deer - R	Edible - E
<i>Quercus falcata</i>	Southern Red Oak	N	60-100'	50-60'	☉ ☉		D			R	
<i>Quercus imbricaria</i>	Shingle Oak	N	50-70'	50-60'	☉ ☉		D	W		R	
<i>Quercus laurifolia</i>	Laurel Oak	N	40-60'	30-40'	☉ ☉			W			
<i>Quercus macrocarpa</i>	Bur Oak	N	70-80'	70-80'	☉ ☉		D			R	
<i>Quercus montana</i>	Chestnut Oak	N	50-70'	50-70'	☉ ☉		D			R	
<i>Quercus nigra</i>	Water Oak	N	50-100'	35-60'	☉ ☉			W		R	
<i>Quercus pagoda</i>	Cherrybark Oak	N	90-130'	30-70'	☉ ☉					R	
<i>Quercus palustris</i>	Pin Oak	N	70-90'	40-50'	☉ ☉			W		R	
<i>Quercus phellos</i>	Willow Oak	N	50-80'	30-40'	☉ ☉			W	U	R	
<i>Quercus rubra</i>	Northern Red Oak	N	60-90'	60-75'	☉ ☉		D			R	
<i>Robinia pseudoacacia</i>	Black Locust	N	50-70'	20-35'	☉ ☉		D		U		
<i>Sassafras albidum</i>	Sassafras	N	40-70'	25-40'	☉ ☉		D			R	
<i>Styphnolobium japonicum</i>	Japanese Pagoda Tree	E	50-75'	50-75'	☉ ☉		D		U	R	
<i>Taxodium distichum</i>	Baldcypress	N	50-100'	15-40'	☉ ☉			W	U	R	
<i>Tilia americana</i>	American Basswood, Linden	N	50-80'	30-60'	☉ ☉		D				
<i>Ulmus americana</i> 'Lewis & Clark'	Prairie Expedition® American Elm	C	55-60'	35-40'	☉ ☉		D		U	R	
<i>Zelkova serrata</i>	Japanese Zelkova	E	50-80'	60-80'	☉ ☉		D		U		
<b>Medium Trees (Height: 30-50')</b>											
<i>Acer buergerianum</i>	Trident Maple	E	25-35'	20-30'	☉		D		U		
<i>Aesculus x carnea</i>	Red Horsechestnut	E	30-40'	25-35'	☉ ☉					R	
<i>Castanea mollissima</i>	Chinese Chestnut	E	35-40'	40-50'	☉		D				E
<i>Cedrus deodara</i>	Deodar Cedar	E	30-50'	30-40'	☉ ☉	G	D		U	R	
<i>Celtis occidentalis</i> 'Prairie Sentinel'	Prairie Sentinel® Hackberry	C	36-42'	9-12'	☉ ☉		D		U	R	
<i>Cladrastis kentukea</i>	Yellowwood	N	30-45'	40-45'	☉ ☉		D				
<i>Hesperocyparis arizonica</i>	Arizona Cypress	E	40-60'	15-20'	☉	G	D		U	R	
<i>Ilex opaca</i>	American Holly	N	40-60'	10-20'	☉ ☉ ☉	G				R	
<i>Ilex opaca</i> cultivars	American Holly	C	40-60'	10-20'	☉ ☉ ☉	G				R	
<i>Juniperus virginiana</i>	Eastern Red Cedar	N	30-40'	10-20'	☉ ☉	G	D		U	R	
<i>Koeleruteria paniculata</i>	Golden Raintree	E	30-40'	15-35'	☉ ☉		D		U	R	
<i>Parrotia persica</i>	Persian Ironwood	W	20-40'	15-30'	☉ ☉						
<i>Pistacia chinensis</i>	Chinese Pistache	E	25-40'	25-35'	☉		D		U		
<i>Prunus x yedoensis</i>	Yoshino Cherry	E	30-40'	20-50'	☉ ☉		D		U		
<i>Quercus stellata</i>	Post Oak	N	40-50'	35-50'	☉		D		U	R	
<i>Thuja occidentalis</i>	American Arborvitae	N	40-60'	10-15'	☉ ☉	G		W			
<i>Ulmus parvifolia</i>	Chinese Elm	E	40-60'	50-60'	☉ ☉		D		U		
<b>Small Trees (Height: &lt; 30')</b>											
<i>Acer griseum</i>	Paperbark Maple	E	20-30'	15-25'	☉ ☉						
<i>Acer leucoderme</i>	Chalk Maple	N	20-30'	15-25'	☉ ☉ ☉		D		U		

Note: Evergreen plants are highlighted in green.



## Appendix A: Recommended Plants

Scientific Name	Common Name	Native - N Native Cultivar - C Exotic - E	Mature Height	Mature Width	Sun Exposure	Evergreen - G	Drought Tolerant - D	Wet Soil Tolerant - W	Tough Urban Sites - U	Resistant to Deer - R	Edible - E
<i>Acer palmatum</i> varieties and cultivars	Japanese Maple	E	15-25'	10-25'	● ●					R	
<i>Aesculus pavia</i>	Red Buckeye	N	15-25'	10-20'	●			W		R	
<i>Alnus serrulata</i>	Tag Alder	N	10-15'	8-15'	● ●		D	W	U		
<i>Amelanchier</i>	Common Serviceberry	N	15-25'	15-25'	● ● ●						E
<i>Amelanchier x grandiflora</i>	Apple Serviceberry	C	15-25'	15-25'	● ●					R	E
<i>Amelanchier arborea</i>	Downy Serviceberry	N	15-25'	10-15'	● ●			W		R	E
<i>Asimina trioba</i>	Pawpaw	N	15-30'	15-30'	● ● ●					R	E
<i>Carpinus caroliniana</i>	American Hornbeam	N	20-30'	20-30'	● ●			W			
<i>Castanea pumila</i>	Chinquapin	N	15-30'	10-20'	● ●		D				E
<i>Cercis canadensis</i>	Eastern Redbud	N	20-30'	25-35'	● ●					R	
<i>Cercis canadensis</i> cultivars	Redbud	C	20-30'	25-35'	● ●					R	
<i>Chamaecyparis pisifera</i>	Japanese Falsecypress	E	20-30'	10-20'	● ● ●	G	D				
<i>Chionanthus retusus</i>	Chinese Fringetree	E	18-35'	10-25'	● ●						
<i>Chionanthus virginicus</i>	American Fringetree	N	12-30'	12-20'	● ●		D		U	R	
<i>Cornus alternifolia</i>	Pagoda Dogwood	N	15-25'	20-32'	● ●					R	
<i>Cornus florida</i>	Flowering Dogwood	N	15-25'	15-30'	● ●					R	
<i>Cornus florida</i> cultivars	Flowering Dogwood	C	15-25'	15-30'	● ●					R	
<i>Cornus kousa</i>	Kousa Dogwood	E	20-30'	15-20'	● ●					R	
<i>Cornus mas</i>	Cornelian Cherry Dogwood	E	20-25'	15-20'	● ●					R	
<i>Cotinus coggygria</i>	Smoketree, Smokebush	E	10-15'	10-15'	○		D			R	
<i>Crataegus phaenopyrum</i>	Washington Hawthorn	N	25-30'	20-25'	● ●		D		U	R	
<i>Crataegus viridis</i>	Green Hawthorn	N	20-35'	20-35'	○		D				
<i>Crataegus viridis</i> 'Winter King'	Winter King Hawthorn	C	20-35'	20-35'	○		D				
<i>Euscaphis japonica</i>	Korean Sweetheart Tree	E	12-20'	10-15'	● ●		D				
<i>Halesia carolina</i>	Carolina Silverbell	N	10-40'	25-35'	● ●						
<i>Hamamelis virginiana</i>	Common Witchhazel	N	15-30'	15-20'	● ●					R	
<i>Ilex x attenuata</i> 'Fosteri'	Foster's Holly	N	20-30'	10-20'	● ●	G				R	
<i>Lagerstroemia indica</i>	Crape myrtle	E	8-40'	15-25'	○		D		U	R	
<i>Magnolia tripetala</i>	Umbrella magnolia	N	15-40'	15-30'	● ●						
<i>Magnolia virginiana</i>	Sweetbay Magnolia	N	10-20'	10-20'	● ●	G		W		R	
<i>Magnolia soulangeana</i>	Saucer Magnolia	E	15-33'	15-25'	● ●					R	
<i>Magnolia stellata</i>	Star Magnolia	E	15-24'	10-15'	● ●						
<i>Malus hybrids</i>	Crabapple	E	15-26'	10-20'	○						E
<i>Ostrya virginiana</i>	Hop-Hornbeam	N	20-30'	10-15'	● ● ●		D		U	R	
<i>Oxydendrum arboreum</i>	Sourwood	N	20-30'	10-15'	● ● ●		D			R	
<i>Prunus Americana</i>	American Plum	N	10-20'	15-25'	● ●						E
<i>Prunus caroliniana</i>	Carolina Cherry Laurel	N	15-35'	15-20'	● ●	G	D			R	
<i>Prunus mume</i>	Flowering Apricot	E	10-20'	10-20'	○						

Note: Evergreen plants are highlighted in green.

## Appendix A: Recommended Plants

Scientific Name	Common Name	Native - N Native Cultivar - C Exotic - E	Mature Height	Mature Width	Sun Exposure	Evergreen - G	Drought Tolerant - D	Wet Soil Tolerant - W	Tough Urban Sites - U	Resistant to Deer - R	Edible - E
<i>Prunus virginiana</i>	Choke Cherry	N	20-30'	18-25'	○						
<i>Ptelea trifoliata</i>	Hoptree	N	15-20'	10-20'	● ○		D				
<i>Stewartia ovata</i>	Mountain Stewartia	N	10-15'	10-15'	● ○						
<i>Styrax japonicus</i>	Japanese Snowbell	E	20-30'	20-30'	● ○						
<i>Syringa reticulata</i>	Japanese Tree Lilac	E	20-30'	15-20'	○				U	R	
<b>Large Shrubs (Height: 10-20')</b>											
<i>Aralia spinosa</i>	Devil's Walkingstick	N	10-35'	6-10'	● ○		D		U	R	
<i>Camellia japonica</i>	Japanese Camellia	E	10-13'	5-10'	●	G				R	
<i>Chamaecyparis thyoides</i> 'Rubicon' and other cultivars	Rubicon White Cedar	C	15-25'	4-12'	● ○	G		W		R	
<i>Clethra acuminata</i>	Cinnamonbark	N	8-20'	4-6'	● ● ○					R	
<i>Cleyera japonica</i>	Japanese Cleyera	E	10-15'	8-10'	● ○	G	D				
<i>Corylus americana</i>	Hazelnut	N	9-12'	8-13'	● ● ○						E
<i>Hesperocyparis arizonica</i> 'Limelight' and other cultivars	Yellow Arizona Cypress	C	15-20'	4-5'	○	G	D		U	R	
<i>Hamamelis virginiana</i>	Witchhazel	N	15-30'	15-20'	● ○					R	
<i>Ilex cornuta</i> 'Needlepoint'	Needlepoint Holly	E	15-20'	10-20'	● ○	G	D		U	R	
<i>Ilex cornuta</i> 'Sizzler'	Sizzler Holly	E	10-15'	10-15'	● ○	G	D		U	R	
<i>Ilex decidua</i>	Possumhaw	N	7-15'	5-12'	● ○			W			
<i>Ilex latifolia</i>	Lusterleaf Holly	E	20-23'	7-12'	● ○	G	D			R	
<i>Ilex</i> x 'Mary Nell'	Mary Nell Holly	E	10-25'	5-10'	● ○	G	D			R	
<i>Ilex</i> x 'Nellie R. Stevens'	Nellie Stevens Holly	E	15-25'	8-15'	● ○	G	D		U	R	
<i>Ilex verticillata</i>	Winterberry Holly	N	3-15'	3-12'	● ● ○			W		R	
<i>Ilex vomitoria</i>	Yaupon Holly	N	10-20'	8-12'	● ● ○	G	D	W	U	R	
<i>Ilex vomitoria pendula</i>	Weeping Yaupon Holly	N	15-30'	6-12'	● ○	G	D	W	U	R	
<i>Juniperus scopulorum</i> 'Blue Arrow'	Blue Arrow Juniper	N	12-15'	2'	○	G	D		U	R	
<i>Juniperus scopulorum</i> 'Skyrocket'	Skyrocket Juniper	N	15-30'	6-8'	○	G	D		U	R	
<i>Juniperus chinensis</i> 'Torulosa'	Hollywood Juniper	E	10-15'	6-15'	○	G	D			R	
<i>Kalmia latifolia</i>	Mountain Laurel	N	4-15'	4-8'	● ○	G				R	
<i>Lindera benzoin</i>	Spicebush	N	8-15'	6-15'	●		D	W	U		E
<i>Myrica cerifera</i>	Wax Myrtle, Bayberry	N	20-25'	8-10'	● ○	G	D	W	U	R	
<i>Osmanthus fragrans</i>	Fragrant Tea Olive	E	10-20'	10-14'	●	G	D			R	
<i>Osmanthus heterophyllus</i>	Holly Leaf Tea Olive	E	6-21'	5-10'	● ○	G	D		U	R	
<i>Podocarpus macrophyllus</i>	Chinese Podocarpus	E	15-50'	6-8'	● ○	G	D			R	
<i>Rhus copallinum</i>	Flameleaf Sumac	N	7-15'	10-20'	● ○		D				
<i>Rhus glabra</i>	Smooth Sumac	N	9-15'	9-15'	● ○		D				
<i>Thuja occidentalis</i> 'Degroot's Spire'	Degroot's Spire Arborvitae	C	15-30'	4-5'	● ○	G					
<i>Vaccinium virgatum</i>	Rabbiteye Blueberry	N	10-15'	6-8'	● ○			W			E
<i>Viburnum rufidulum</i>	Blackhaw Viburnum	N	10-20'	10-20'	● ○		D			R	

Note: Evergreen plants are highlighted in green.



## Petersburg Residency

VDOT Call Center – 1-800-367-ROAD

### NOTTOWAY COUNTY

April 17, 2025

#### MAINTENANCE

##### The Nottoway Area Headquarters for the month of March 2025.

- Removed debris and 197 trash bags from roadways.
- Repaired 364 potholes throughout the county.
- Machined various unpaved roads.
- Received 38 new work orders and closed 36 work orders. There are no pending work orders older than ninety (90) days.

#### LAND DEVELOPMENT & PERMITS

Paul Hinson, P.E.

##### Plans with outstanding comments or under review (Activity within last 90 days)

- None

##### Plans found acceptable

- None

##### Other

- Herrera Special Exception Manufactured Home, Route 1006 CCC Road – Special exception application submitted for review and comment on 3-6-25 and comments provided for the county's use on 3-10-25.

##### LUP Permits Issued and Completed

Permit Number	Permittee	Nottoway County	Permit Issuance Date	Permit Completion Date
60173	Dominion Energy / VA Elec & Power Co	67	3-21-25	
60165	Walter K. Pavey	67	3-10-25	
60162	Joseph Ramsey	67	3-14-25	
59263	Dominion Energy / VA Elec & Power Co	67	4-12-22	3-10-25

#### CONSTRUCTION

Susan Warr, P.E.

**UPC 93093 / 0046-012-722, C501, B623**

Contractor: W.C. English, Inc.

Name: Bridge Rehab over the Nottoway River

CM: Blake Smith

Location: Rte. 46

Fixed Completion Date: 4-21-25

Comments: English is currently working on completing approaches, deck pans and stud installation and forming for future concrete pours. Deck and parapet pours are planned for April and May. Current forecasted completion is July 2025.

**UPC 115405 / 0460-067-739, C501**

Contractor:

Name: R-Cut at Rte. 723

CM: Charlene Fallen

Location: Nottoway

Fixed Completion Date: December 05, 2025

Comments: The prime contractor is proposing to start approximately mid-April.

**UPC 125571 / ST4D-964-F25, P401**

Contractor: Whitehurst Paving Co, Inc.

Name: 2025 Surface Treatment

CM: Charlene Fallen

Location: Dinwiddie, Nottoway, Prince George

Fixed Completion Date: 10/19/25

Comments: Patching operations to begin in April.

**UPC 125575 / SS4B-964-F25, P401**

Contractor: Slurry Pavers, Inc.

Name: 2025 Cape Seal-Secondary Various

CM:

Location: Dinwiddie, Nottoway, Prince George

Fixed Completion Date: 10/19/25

Comments: Slurry seal operations complete.

**UPC 125589 / PM4D-964-F25, P401**

Contractor: Branscome, Inc.

Name: 2025 Plant Mix / Petersburg Residency

CM: Charlene Fallen

Location: Dinwiddie, Nottoway, Prince George

Fixed Completion Date: 11/21/25

Comments: The prime contractor has proposed to begin work paving starting sometime in April.

**TRAFFIC STUDIES/SPECIAL REQUESTS**

- None this month

# Landfill Work Sheet - March 2025

Date	Municipal Solid	Construction/	Industrial	Sludge	Tires Recycled	White Goods	Other Waste with Description	TOTAL	Vegetative Yard Waste	LOADS
	Waste	Demolition	Waste			Recycled			Not Counted in Totals	
3/1/2025	12480	8140						20620		9
3/3/2025	91872	9520	22880		3000	200		127472	13900	32
3/4/2025	101468	31700	9640	6280	5380			154468	9540	29
3/5/2025	28384	24328	20420		6900			80032		17
3/6/2025	50744	64960						115704	16928	25
3/7/2025	67075	27460	15340	3220	-15960			97135	12186	20
3/8/2025	16020	41980			3220			61220		23
3/10/2025	109188	16460			1160	420		127228		28
3/11/2025	94140	134040	3940					232120		42
3/12/2025	63556	84220	16440					164216	11340	45
3/13/2025	43812	15360				150		59322	6580	19
3/14/2025	70632	36920				660		108212	12460	25
3/15/2025	2380	8200						10580		15
3/17/2025	102960	12920	26860					142740		26
3/18/2025	74180	15380	35220					124780		26
3/19/2025	53648	13180	23340		1420			91588	5040	20
3/20/2025	47544	34360						81904	4980	17
3/21/2025	52336	21280						73616	21020	18
3/22/2025	9468	3860						13328	480	8
3/24/2025	88676	36940						125616		27
3/25/2025	63126	27380						90506		25
3/26/2025	80696	14220	15040	4400				114356		25
3/27/2025	60754	25840						86594		21
3/28/2025	23648	67720						91368	4280	21
3/29/2025	7940	16820			980	360		26100		17
3/31/2025	97614	34460			1880			133954	7300	27
<b>Pounds</b>	1514341	827648	189120	13900	7980	1790	0	2303357	126034	607
<b>Tons</b>	<b>757.17</b>	<b>413.82</b>	<b>94.56</b>	<b>6.95</b>	<b>3.99</b>	<b>0.90</b>	<b>0.00</b>	<b>1,151.68</b>	<b>63.02</b>	
Saturday Loads										
<b>26 Days</b>										
<b>AVERAGE TONS PER DAY:</b>		<b>44.3</b>	<b>63.02 Not counted in Total Tons because it is burned and used as ash</b>							

Date: 4/01/2025

Number of Inspections By Inspector  
From: 3/01/2025 To: 3/31/2025

BI403

Inspector  
Nicholas Bowles

Type Inspection	Count
gas	2
ground work	1
pre constructio	1
renew permit	1
sdsop	3
sewer/h20 line	1
site visit	2
Basement slab	1
Block Wall Insp	1
Cert. of Occup.	13
Close Permit	5
Duct leakage	1
Final	28
Footing	6
Foundation	4
Framing	8
HVAC	5
Insulation	6
OP	1
Perm. Electric	11
Plumbing	6
Projection	4
Renew Permit	1
Rough Electric	15
Site Visit	1
Temp. Electric	2
UG rough in	1
Veneer	8

Sub-Total: 139

Final-Total: 139

Mileage \_\_\_\_\_

Number of Building Permits 29

Dollar Value of Construction 4,075,318.00

Dollar value of Building Permit Fees 28,519.49

**OFFICE OF  
ANIMAL CONTROL**



**Animal Control Officer**  
**Sheila Estes**  
[sestes@nottoway.org](mailto:sestes@nottoway.org)

**Deputy Animal Control Officer**  
**Destiny Johnson**  
[djohnson@nottoway.org](mailto:djohnson@nottoway.org)

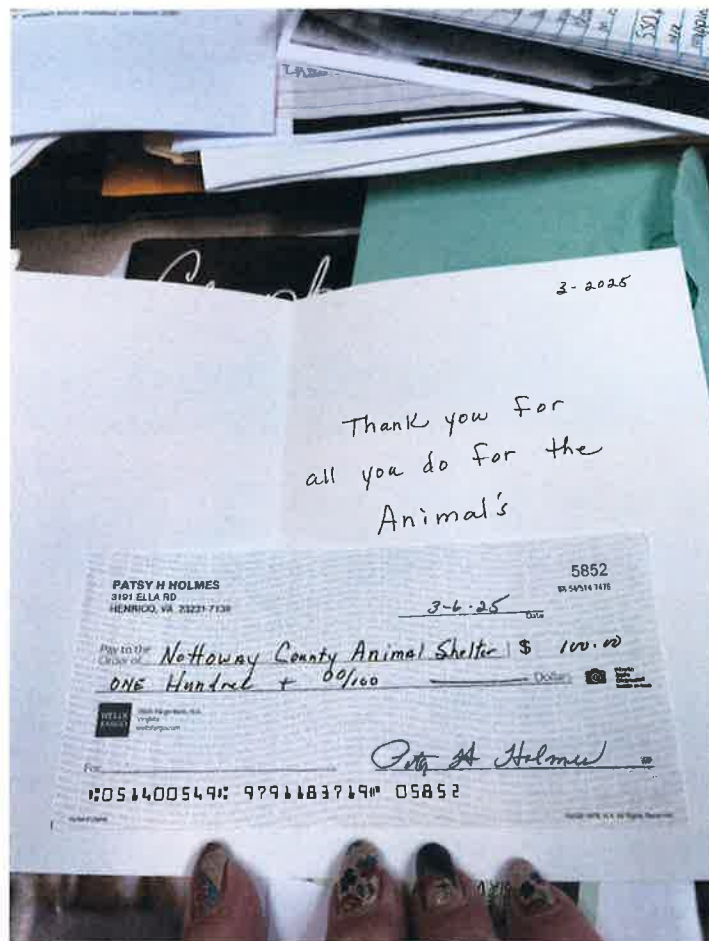
**Nottoway County**  
**P.O. Box 92**  
**344 W. Courthouse Rd.**  
**Nottoway, VA 23955**  
**Telephone: 434-292-1099**  
**Fax: 434-645-8667**  
**www.nottoway.org**

**To: Stephen W. Bowen, County Administrator**  
**Re: Monthly Report for March 2025**

**Number of Animal Control Calls: 142**  
**Number of Summons Issued: 0**  
**Number of Convictions: 0**  
**Number of Compliances Issued: 18**  
**Number of Dogs over 40 days: 3 fosters (2 pending rescue)**

	<b>Dog</b>	<b>Cat</b>	<b>Other</b>
New Intakes	11	12 (5 kittens born in custody)	
Animals in Shelter	5	1	
Fostered	3	0	
Bites	0	1	
RTO	3	1	
Transfers	6	9	
Adoptions	5	0	
Euthanized	1- behavior	1- medical	
Died in Custody	0	0	
Died in Foster	0	0	
Livestock Calls: 3	Pickup Fee: \$30.00	Ending Odometer (Pickup) 85210-86824	
Wildlife: 3	Boarding Fee: \$10.00	Mileage: 1614	
Welfare Check: 4	Adoption Fee: \$50.00	Ending Odometer (SUV) 107563-108474	
Threatening: 0	Donations: \$110.00	Mileage: 911	

3/18/25





Toy & chew bone donation  
3/20/25



Trap donation  
3/19/25



Toy donation  
3/20/25



3/11/25

Blanket donation



3/11/25  
Towel donation







3/26/25

Donations from Walmart



3/24/25  
Donation from Joyce T.

OFFICE OF  
**THE BOARD OF SUPERVISORS**  
 NOTTOWAY COUNTY



P. O. BOX 92  
 344 W. COURTHOUSE ROAD  
 NOTTOWAY, VIRGINIA 23955  
 TELEPHONE (434) 645-8696  
 FAX (434) 645-8667  
[www.nottoway.org](http://www.nottoway.org)

**SUPERVISORS**

JOHN A. ROARK, CHAIRMAN  
 DISTRICT 2

WILLIAM J. COLLINS, III, VICE CHAIRMAN  
 DISTRICT 5

RICHARD H. INGRAM, JR.  
 DISTRICT 1

DAPHNE V. NORTON  
 DISTRICT 3

GEORGE G. TOTH, III  
 DISTRICT 4

**COUNTY ADMINISTRATOR**  
 STEPHEN W. BOWEN

**FINANCE DIRECTOR**

**PLANNING & ECONOMIC DEVELOPMENT  
 DIRECTOR AND ZONING ADMINISTRATOR**  
 GREGG ZODY, AICP

**BUILDING OFFICIAL**  
 NICHOLAS BOWLES

**EMERGENCY SERVICES COORDINATOR**  
 AUBREY W. "BUDDY" HYDE, JR.

**MEMORANDUM**

**TO:** Board of Supervisors

**THROUGH:** Steve Bowen, County Administrator

**FROM:** Gregg Zody, Planning and Economic Development Director *qz*

**SUBJECT:** Planning and Economic Development Monthly Update – March 2025

**DATE:** April 8, 2025

**Planning and Zoning**

1. Staff met with existing and prospective property owners via phone and email throughout the month to discuss development processes and related regulations regarding the subdivision and zoning ordinances. Please note these discussions may consist of follow-up via email or phone at least four times or more after the initial meeting and before applying for a special exception, subdivision, or rezoning.
2. The Planning Commission heard two requests at their March 18<sup>th</sup> meeting: 1) Special exception request for a manufactured home located on CCC Road (recommended approval 8-0) Special exception permit amendment to allow the applicant to lease ½ of the duplex to non-farm workers (recommended denial 7-0-1); and a work session on the BOS-revised solar ordinance and several amendments to the zoning ordinance (adding data centers and government facilities).
3. The Board of Supervisors heard the abovementioned applications and approved the manufactured home and denied the duplex with amended conditions.
4. Staff advertised for public hearings regarding the solar ordinance and two new uses added to the zoning ordinance.
5. The BOS approved Planning and Zoning fees on March 20<sup>th</sup>.



6. Staff presented a side-yard variance request (reduction of 25 feet) on Dutchtown Road to the BZA meeting on March 31<sup>st</sup>, and after hearing from the property owner and her family, it was approved by a vote of 5-0. The meeting was held in the General District Courtroom.
7. The BZA appointed James McDaniel as Chair and Brandon Martin as Vice-Chair at their March 31<sup>st</sup> meeting.

#### **Economic Development**

1. Attending WPPDC East VATI Management Team Zoom Meeting held on March 4th. VDOT permits have been issued, and building permits have been submitted to commence construction at the Cox Road site by the second quarter.
2. Participated in the CRC's DHCD Regional Broadband Affordability and Adoption Plan Zoom meeting on March 17<sup>th</sup> and discussed the final draft of the strategic plan before sending it to DHCD. Last meeting of the Committee will be held on April 7<sup>th</sup>.
3. Staff submitted current parcels to LoopNet/Costar to update the LoopNet listing for Pickett Park and uploaded new location/zoning maps for each of the parcels owned by the County instead of having one listing of one 432.21+/- acre parcel that was somewhat fragmented throughout the Park.

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GREGG ZODY, AICP

**BUILDING OFFICIAL**  
NICHOLAS BOWLES

**EMERGENCY SERVICES COORDINATOR**  
AUBREY W. "BUDDY" HYDE, JR.

**EMERGENCY SERVICES COORDINATOR'S REPORT**

TO: The Honorable Members of the Nottoway County Board of Supervisors

FROM: Aubrey W. "Buddy" Hyde, Jr.

DATE: April 10, 2025

SUBJECT: April Report

The following activities and projects are provided in this summary of work by the Department of Emergency Services since my last report on March 13<sup>th</sup> before your monthly Board of Supervisors meeting on March 20, 2025. Many of these activities listed below were performed in collaboration with other staff members and external stakeholders.

The current emergency services related projects and activities that I have worked on and represented the county include, but are not limited to, the following:

- Participated in several virtual meetings over March & April with CTA, Kenwood, and tower companies to discuss the next steps in our radio communications project.
- Attended Career Fair Day at the Nottoway High School on March 18<sup>th</sup>.
- Participated in planning meetings on March 18<sup>th</sup> and March 31<sup>st</sup> with Deputy Robert Sawyer and other public safety agency representatives to discuss plans for an active shooter exercise that we are having at Nottoway Educational Complex on April 4<sup>th</sup>.
- Coordinated the Knox key access system training with the company trainers who delivered the class to all fire departments in the county on March 18<sup>th</sup>.
- Facilitated a meeting on March 20<sup>th</sup> with Social Services staff who are on the emergency shelter team to go over the inventory and needs list for the mass care shelter support trailer.
- Worked on the presentation information and cost figures for the Total Response software platform with Michelle Graham of NCSO for the March 20<sup>th</sup> BOS meeting.

to overview the proposal to use the awarded state grant funding and a 50% local match to purchase the first integrated software platform that includes Emergency Medical Dispatch (EMD) for Nottoway County. Followed up on the necessary state grant paperwork and next steps of the process through the electronic grants portal.

- Attended an ESO Solutions incident reporting software session at the Richmond Fire Training Center on March 25<sup>th</sup>.
- Attended a vehicle extrication demonstration with several county emergency services agencies on April 1<sup>st</sup> at Kenston Forest School. This was the presentation on the risks of distracted driving. It was attended by many school students and teachers. LifeEvac 4 medical helicopter landed at the school for the demonstration.
- Facilitated the monthly meeting of the Fire & EMS Working Group on April 1<sup>st</sup> at the Extension Office Conference Room. The main topics were the fire/EMS tax levy, budget update, and capital improvement plan updates for the emergency vehicle capital outlay over the next 10 years. Other topics were Fire/EMS training, haz-mat unit update and several emergency operations topics. (Agenda attached)
- Participated in a full day training exercise on April 4<sup>th</sup> at Nottoway High School complex for two mass casualty incident (MCI) scenarios that included all public safety agencies and VDOT for realistic scenarios.
- Coordinated with CTA to hold a mutual aid virtual meeting on April 8<sup>th</sup> with Amelia and Dinwiddie to discuss interoperability in the interim period before our new radio system is turned on for service.
- Attended the BOS worksession on April 10<sup>th</sup> and provided information for the proposed fire/EMS tax levy, burn ban update, and a new grant opportunity with USDOJ under the COPS community project program. This is a congressionally directed spending request, which we will apply to request an additional \$1,026,904 for our countywide public safety radio system, with no local match.



**NOTTOWAY COUNTY  
FIRE & EMS WORKING GROUP  
PLANNING MEETING**

**April 1, 2025  
18:00 hrs.**

***MEETING LOCATION: Nottoway County Social Services  
Conference Room  
288 West Courthouse Rd. – Nottoway, VA 23955***

**AGENDA**

- Call to Order & Prayer
- VDOF Update
- Countywide Training Update
  - FF 1 – Burkeville
  - Training Budget Summary
  - Public Safety Training Center – props, grants, budget
- Active Shooter Exercise – April 4<sup>th</sup>
  - 08:00 pre-event brief
  - Can we get some breakfast biscuits for students
  - 09:00 – 16:00 – 3 scenarios
  - Lunch break – pizza provided by NCSO
- Grant Update
  - EMD grant from OEMS – approved to proceed
  - Two GIS grants – no match – submitted for review
  - Incident Reporting Grant – no match – waiting on award
- HM-1 Located at Crewe Fire Station – dispatch to page Co. 7
- Tax Levy Discussion
- Capital Improvement Plan – emergency vehicles countywide
- Other Items for the Good of the Order
- Adjournment

**Notes:**

**LEASE ACTIONS  
PICKETT PARK**

BLDG	TENANT	LEASE PERIOD	LEASE BEGINS/ENDS	MONTHLY RENT	POINT OF CONTACT	REMARKS
186	Vacant					
208	Cooperative Milk Producers Assoc.	1 yrs	2/18/24 - 2/17/25	450.00	Michael Myatt 292-6455	
401	Vacant					
414	Vacant					
426	Signs, Designs & More	month to month	1/1/24 - 12/31/24	160.00	Sharon Fassold 292-4555	
427	MCC Restore & More	month to month	1/1/24 - 12/31/24	135.00	Michael McGhee 910-797-7920	
430	Restoration Ministries	month to month	12/1/23 - 11/30/24	160.00	James L. Hogg 298-1215	
436	MCC Restore & More	month to month	6/1/23 - 5/31/24	310.00	Michael McGhee 910-797-7920	
437	Vacant	Indef				
440	Vacant					
448	PROCINCTU GROUP, Inc	month to month	1/1/24 - 12/31/24	610.00	Anthony Cassino 800-906-9589	
450	Skookum Contract Services (building and parking lot)	month to month	9/1/23 - 8/31/24	1,010.00	Anthony Lewis 434-298-3390	
1200	Nottoway Lanes					
1279	Small Business Incubator	Indef	10/15/99 - indef	1,322.50	Joyce Mordan 298-0366	March '25 income
1279B	T&H Services LLC	1 yr	9/23/23 - 9/22/24	1,510.00	Paul Garno 518-538-0817	
2189	Wesley Tisdale (housing)	month to month	10/1/08 - indef	460.00	Wesley Tisdale 434-262-9754	
2193	Vacant					

<i>BLDG</i>	<i>TENANT</i>	<i>LEASE PERIOD</i>	<i>LEASE BEGINS/ENDS</i>	<i>MONTHLY INCOME</i>	<i>POINT OF CONTACT</i>	<i>REMARKS</i>
2201 2203 2205	Pickett Park Lodge	Indef Indef Indef	3/1/04 - indef	12,304.00	Joyce Mordan 298-0366	March '25 income
443 408	(for SVCC students only) (for SVCC students only)	Indef Indef	1/2017 - indef	8,860.00 2,000.00		March '25 income
2207	Vacant					
2323	Terry Clouthier (housing)	month to month	3/1/08 - indef	600.00	Terry Clouthier 292-4588	
2349	T & H Services, LLC	1 yr	9/1/23 - 8/31/24	1,510.00	Paul Garno 518-538-0817	
2353	Vietnam Veterans of America	month to month	3/1/24 - 2/28/25	0.00	Jim Hogg 298-1215	
2357	Vacant					
2361	Vacant					
2365	Vacant					
3951	Camp Pickett Officers' Club	indef	4/1/04 - indef	1,350.00 (see attached)	Joyce Mordan 298-0366	March '25 income
3951	Pickett Park Day Care Center	month to month	9/1/23 - 8/31/24	560.00	Doris Davis 292-1999	
	Pickett Park Campground	indef	8/11/03 - indef	4,992.00	Joyce Mordan 298-0366	March '25 income
	Veterans Car Wash (parking lot)	month to month	9/1/23 - 8/31/24	85.00	Ron Frisby 298-6981	
			<b>Monthly Total</b>	<b>\$38,388.50</b>		

### Club Income

Month	Date	Amount Taken In	Amount Refunded	Security Deposit Returned	Total for Month	Total Amount For the Quarter	Date of Event Refunded	Date of Event
April	4/3/2025	200.00						1/17/2026
	4/7/2025			200.00			4/5/2025	
		200.00	0.00	200.00	0.00			
May								
		0.00	0.00	0.00	0.00			
June								
		0.00	0.00	0.00	0.00			



**LRA**  
Income and Expenses  
FY25

	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Totals
<b>INCOME:</b>													
Rental Income	9,835.00	5,980.00	9,210.00										25,025.00
Total Income	9,835.00	5,980.00	9,210.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,025.00
<b>EXPENSES:</b>													0.00
Electricity	874.17	1,023.35	1,047.02										2,944.54
Water/sewer	317.48	317.48	317.48										952.44
Utilities	13.80	1,079.47	1,505.03										2,598.30
Telephone/ Cable	605.53	760.79	203.37										1,569.69
Pest Control													0.00
Office Supplies	149.79	140.97	1,023.65										1,314.41
Repair/Maintenance Vehicle			25.00										25.00
Furniture/Fixtures													0.00
Maintenance/Repairs Equip	227.41	317.53	287.50										832.44
Maintenance/Repairs Prop.	12,310.25	186.76	191.22										12,688.23
Mileage		284.90											284.90
Total Oper Exp	14,498.43	4,111.25	4,600.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,209.95
<b>Total Income</b>	9,835.00	5,980.00	9,210.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,025.00
<b>Total Expenses</b>	14,498.43	4,111.25	4,600.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,209.95
<b>Net Revenue +/-</b>	-4,663.43	1,868.75	4,609.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,815.05

January included the roof on the tractor shed.

**Lodge**  
Income and Expenses  
FY25

	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Totals
<b>INCOME:</b>													
Rental Income	12,273.32	9,788.66	12,304.00										34,365.98
Total Income	12,273.32	9,788.66	12,304.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,365.98
<b>EXPENSES:</b>													0.00
Electricity	3,393.50	4,792.42	4,487.73										12,673.65
Water/sewer	608.27	399.39	584.47										1,592.13
Utilities			568.89										568.89
Telephone/ Cable	2,054.06	1,665.21	1,665.21										5,384.48
Pest Control	225.00												225.00
Custodial Supplies		2,380.94	2,010.62										4,391.56
Landfill													0.00
Furniture/Fixtures	115.88												115.88
Maintenance/Repairs Equip	13.47	46.78											60.25
Maintenance/Repairs Prop.	146.61	204.90	316.47										667.98
Refunds			40.00										
Total Oper Exp	6,556.79	9,489.64	9,633.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,679.82
<b>Total Income</b>	12,273.32	9,788.66	12,304.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,365.98
<b>Total Expenses</b>	6,556.79	9,489.64	9,633.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,679.82
<b>Net Revenue +/-</b>	5,716.53	299.02	2,670.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,686.16

443

Income and Expenses  
FY25

	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Totals
<b>INCOME:</b>													
Rental Income	9,020.00	6,380.00	8,860.00										24,260.00
Total Income	9,020.00	6,380.00	8,860.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,260.00
<b>EXPENSES:</b>													0.00
Electricity	887.72	1,091.94	909.51										2,889.17
Water/sewer	396.65	79.37	97.87										573.89
Utilities													0.00
Telephone/ Cable	273.48	187.74	187.74										648.96
Pest Control	75.00												75.00
Custodial Supplies													0.00
Landfill	35.00	35.00	35.00										105.00
Furniture/Fixtures	144.85	564.00											708.85
Maintenance/Repairs Equip													0.00
Maintenance/Repairs Prop.													0.00
Refunds													
Total Oper Exp	1,812.70	1,958.05	1,230.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.87
<b>Total Income</b>	9,020.00	6,380.00	8,860.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,260.00
<b>Total Expenses</b>	1,812.70	1,958.05	1,230.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.87
<b>Net Revenue +/-</b>	7,207.30	4,421.95	7,629.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,259.13

408

Income and Expenses  
FY25

	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Totals
<b>INCOME:</b>													
Rental Income	3,660.00		2,000.00										5,660.00
Total Income	3,660.00	0.00	2,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,660.00
<b>EXPENSES:</b>													0.00
Electricity	866.03	1,058.18	1,045.30										2,969.51
Water/sewer	79.37	79.37	79.37										238.11
Utilities													0.00
Telephone/ Cable	33.71	33.71	33.71										101.13
Pest Control	75.00												75.00
Custodial Supplies													0.00
Landfill													0.00
Furniture/Fixtures		272.99											272.99
Maintenance/Repairs Equip		7.99											7.99
Maintenance/Repairs Prop.		167.13	31.64										198.77
Refunds													
Total Oper Exp	1,054.11	1,619.37	1,190.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,863.50
<b>Total Income</b>	3,660.00	0.00	2,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,660.00
<b>Total Expenses</b>	1,054.11	1,619.37	1,190.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,863.50
<b>Net Revenue +/-</b>	2,605.89	-1,619.37	809.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,796.50

**OFC**  
Income and Expenses  
FY25

	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Totals
<b>INCOME:</b>													
Rental Income	2,175.00	2,860.00	2,060.00										7,095.00
Total Income	2,175.00	2,860.00	2,060.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,095.00
<b>EXPENSES:</b>													0.00
Electricity	1,501.98	1,657.78	1,672.97										4,832.73
Water/sewer	159.12	230.52	169.70										559.34
Utilities	690.30												690.30
Telephone/ Cable													0.00
Pest Control	75.00												75.00
Custodial Supplies			27.51										27.51
Fire Alarm Inspect.	1,138.85		119.85										1,258.70
Furniture/Fixtures													0.00
Maintenance/Repairs Equip	149.18		419.99										569.17
Maintenance/Repairs Prop.	234.00		99.22										333.22
Refunds	650.00	680.00	150.00										1,480.00
Total Oper Exp	4,598.43	1,888.30	2,659.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,145.97
<b>Total Income</b>	2,175.00	2,860.00	2,060.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,095.00
<b>Total Expenses</b>	4,598.43	1,888.30	2,659.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,145.97
<b>Net Revenue +/-</b>	-2,423.43	971.70	-599.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2,050.97

Water/Sewer and Electricity includes the LRA office and Pickett Park Daycare.

**SBI**  
Income and Expenses  
FY25

	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Totals
<b>INCOME:</b>													
Rental Income	560.00	560.00	1,322.50										2,442.50
Total Income	560.00	560.00	1,322.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,442.50
<b>EXPENSES:</b>													0.00
Electricity	1,158.67	1,472.36	1,152.05										3,783.08
Water/sewer	79.37	79.37	79.37										238.11
Utilities													0.00
Telephone/ Cable													0.00
Pest Control	75.00	100.00											175.00
Custodial Supplies													0.00
Landfill													0.00
Furniture/Fixtures													0.00
Maintenance/Repairs Equip													0.00
Maintenance/Repairs Prop.													0.00
Refunds													
Total Oper Exp	1,313.04	1,651.73	1,231.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,196.19
<b>Total Income</b>	560.00	560.00	1,322.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,442.50
<b>Total Expenses</b>	1,313.04	1,651.73	1,231.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,196.19
<b>Net Revenue +/-</b>	-753.04	-1,091.73	91.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1,753.69

*There are only 3 businesses in the SBI. We have 7 empty rooms.*



**Campground**  
Income and Expenses  
FY25

	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Totals
<b>INCOME:</b>													
Rental Income	5,120.00	4,974.00	4,992.00										15,086.00
Total Income	5,120.00	4,974.00	4,992.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,086.00
<b>EXPENSES:</b>													0.00
Electricity	2,256.63	2,810.44	2,561.13										7,628.20
Water/sewer	200.99	200.99	672.94										1,074.92
Utilities													0.00
Telephone/ Cable													0.00
Pest Control													0.00
Custodial Supplies													0.00
Landfill		35.00	164.08										199.08
Furniture/Fixtures													0.00
Maintenance/Repairs Equip													0.00
Maintenance/Repairs Prop.	85.00	85.00	834.41										1,004.41
Refunds													
Total Oper Exp	2,542.62	3,131.43	4,232.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,906.61
<b>Total Income</b>	5,120.00	4,974.00	4,992.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,086.00
<b>Total Expenses</b>	2,542.62	3,131.43	4,232.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,906.61
<b>Net Revenue +/-</b>	2,577.38	1,842.57	759.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,179.39

**Bowling Alley**  
Income and Expenses  
FY25

	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Totals
<b>INCOME:</b>													
Rental Income													0.00
Total Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>EXPENSES:</b>													0.00
Electricity		1,072.71	807.71										1,880.42
Water/sewer	79.37	79.37	79.37										238.11
Utilities													0.00
Telephone/ Cable													0.00
Pest Control													0.00
Custodial Supplies													0.00
Landfill													0.00
Furniture/Fixtures													0.00
Maintenance/Repairs Equip			75.49										75.49
Maintenance/Repairs Prop.													0.00
Refunds													
Total Oper Exp	79.37	1,152.08	962.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,194.02
<b>Total Income</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenses</b>	79.37	1,152.08	962.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,194.02
<b>Net Revenue +/-</b>	-79.37	-1,152.08	-962.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2,194.02

NOTTOWAY COUNTY  
NOTTOWAY, VIRGINIA 23955

H-3

TAMMIE A. RAIFORD, TREASURER			3/31
CURRENT LEVY		\$151,764.47	
DELINQUENT LEVY		\$53,622.84	
PENALTIES		\$20,419.78	
INTEREST ON DELINQUENT TAXES		\$13,634.55	
RECORDATION TAXES		\$4,847.35	
LOCAL SALES TAX		\$127,952.20	
BUSINESS/PROFESSIONAL LICENSES		\$208,293.26	
VEHICLE LICENSE FEES		\$10,081.77	
HOTEL & MOTEL ROOM TAX		\$235.51	
BOARDING OF DOGS		\$10.00	
PICK UP FEE		\$30.00	
DONATIONS/ACO		\$125.00	
DOG TAG SALES 2025		\$1,025.00	
LAND USE APPLICATION FEE		\$40.65	
TRANSFER FEES		\$24.30	
ZONING & SUBDIVISION FEES		\$400.00	
BUILDING PERMITS		\$28,930.77	
CONCEALED WEAPON PERMITS		\$475.00	
SEPTIC TANK PERMITS		\$30.00	
RESIDENTIAL EROSION & SEDIMENT CONT		\$225.00	
COURT FINES & FORFEITURES		\$1,927.41	
LAW LIBRARY FEES		\$156.80	
COST OF COURT FEES		\$507.59	
COURTHOUSE SECURITY FEES		\$3,901.19	
JAIL ADMISSION FEES		\$98.75	
INTEREST ON BANK DEPOSITS		\$8,149.65	
RENT-GENERAL PROPERTY		\$2,200.84	
RENT/MAINTENANCE-SOCIAL SERVICES		\$3,126.00	
COMMONWEALTH'S ATTORNEY		\$68.15	
REFUNDS & RECOVERIES / WELFARE		\$5.00	
RECOVERD/TAX AD 2010-14		\$105.96	
MISCELLANEOUS-UNDEFINED		\$79.12	
COST ALLOCATION		\$233,153.00	
UNCLAIMED PROPERTY		\$6,848.19	
DNA FEE		\$21.73	
REFUNDS - AP VENDORS		\$326.31	
TREASURER CREDIT CARD FEE		\$2,142.19	
DMV FEE		\$2,425.00	
TREASURER ADMINISTRATIVE FEE		\$2,006.22	
TREASURER'S COPY FEES		\$1,017.63	
MISCELLANEOUS/LIBRARY		\$458.31	
MOPED ATV SALES TAX		\$421.26	
GRANTORS TAX (TAX ON DEEDS)		\$991.56	
REIM: COMMONWEALTH'S ATTORNEY		\$32,437.82	
REIM: SHERIFF		\$93,258.01	
REIM: COMMISSIONER OF REVENUE		\$10,874.65	
REIM: TREASURER		\$13,809.82	
REIM: CLERK'S OFFICE		\$39,555.90	
PUBLIC ASSISTANCE GRANTS		\$138,359.97	
COMPREHENSIVE AT-RISK		\$98,310.08	
			<u>\$1,318,911.56</u>

INVESTMENT REPORT					3/31/2025	
						\$11,486,554.75
MONEY MARKET ACCOUNT						\$2,185,980.28
	CITIZENS BANK & TRUST	3%		\$2,185,980.28		
CERTIFICATES OF DEPOSIT						
	CITIZENS BANK & TRUST - 60228126	4.25%	7/13/2025	\$3,515,318.49	6 mo	
	CITIZENS BANK & TRUST - 60243327	3.00%	4/16/2026	\$1,297,695.54	18 mon	
	CITIZENS BANK & TRUST - 60243246	3.00%	4/16/2026	\$1,500,000.00	18 mon	
	CITIZENS BANK & TRUST - 60243705	3.25%	2/28/2026	\$17,721.36	18 mon	excess funds
	CITIZENS BANK & TRUST - 60228882	4.25%	6/12/2025	\$3,000,000.00	3 mo	
	CITIZENS BANK & TRUST - 60228774	4.25%	6/7/2025	\$3,000,000.00	\$12,330,735.39	3 mo
BALANCE MARCH 31, 2025				\$14,516,715.67	\$14,516,715.67	

PLEASE BE ADVISED THAT STARTING MARCH 7, 2025 THE MMA ACCOUNT HAS BEEN CHANGED TO 3%  
\$6,000,000 FROM THE MMA ACCOUNT IN MARCH 2025 HAS ALSO BEEN INVESTED INTO 2 - 3 MONTH CD'S  
AT 4.25%

LANDFILL FUND REPORT		MARCH 31, 2025	
BALANCE			
RECEIPTS			
	COMMUNICATIONS TAX	\$14,174.93	
	UTILITY TAX	\$12,901.82	
	CONSUMPTION TAX	\$3,337.60	
	USE OF LANDFILL	\$21,931.87	
	LANDFILL USE - FT PICKETT		
	LANDFILL USE - BLACKSTONE	\$5,943.00	
	RECYCLING FEES		
			<u>\$58,289.22</u>
			<u>\$58,289.22</u>
DISBURSEMENTS			
	WARRANTS/CHECKS	\$83,217.51	
			<u>\$83,217.51</u>
BALANCE MARCH 31, 2025			(\$24,928.29)

LOCAL SALES TAX DISTRIBUTION

March 31, 2025

TOWN OF BLACKSTONE	\$20,158.22
TOWN OF CREWE	\$16,273.30
TOWN OF BURKEVILLE	\$2,350.96
GENERAL FUND	<u>\$127,952.20</u>
	\$166,734.68



LRA FUND – SALE OF PROPERTY					MARCH 31, 2025
	CITIZENS BANK – PICKETT PARK CD 60228099	4.25%	7/13/25	\$5,252,037.42	
BALANCE MARCH 31, 2025					\$5,252,037.42

LRA FUND REPORT

MARCH 31, 2025

BALANCE	BALANCE		
	RECEIPTS		
		RENT - GENERAL PROPERTY	\$17,560.83
		RENT - PICKET PARK LODGE	\$24,475.33
		RENT - PICKETT OFFICER'S CLUB	\$2,400.00
		RENT - SMALL BUSINESS INCUBATOR	\$1,322.50
		TIMBER SALE	
		MISCELLANEOUS REVENUE	\$213.39
			<u>\$45,972.05</u>
			<u>\$45,972.05</u>
	DISBURSEMENTS		
		WARRANTS/CHECKS	\$36,581.30
		LRA CREDIT CARD FEES	258.28
			<u>\$36,839.58</u>
BALANCE MARCH 31, 2025			\$9,132.47

4/11/2025  
9:32:26

-TREASURER TAX COLLECTION RATE SCHEDULE REPORT-

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DEPT	H	CLS	TAXES	PPTRA	ABATEMENTS	NET TAX	PAYMENTS	OTHER ADJS	NET PAYMENTS	NET A/R	%COLLECTED
PP2020	1	AC	6376.68			6376.68	6376.68-		6376.68-		100.00
	1	AF	1299.98			1299.98	1250.22-		1250.22-	49.76	96.17
	1	EV	9757.21			9757.21	9757.21-		9757.21-		100.00
	1	HE	1625.41			1625.41	1625.41-		1625.41-		100.00
	1	LP	118075.54			118075.54	112636.85-		112636.85-	5438.69	95.39
	1	MH	10902.89			10902.89	10434.36-		10434.36-	468.53	95.70
	1	MT	146703.49			146703.49	145914.67-		145914.67-	788.82	99.46
	1	VL	218052.00			218052.00	214132.00-		214132.00-	3920.00	98.20
	1	01	3513705.57			3513705.57	3476715.98-		3476715.98-	36989.59	98.95
HALF TOTALS=			4026498.77			4026498.77	3978843.38-		3978843.38-	47655.39	98.82
DEPT TOTALS=			4026498.77			4026498.77	3978843.38-		3978843.38-	47655.39	98.82
PP2021	1		6.37			6.37	6.37-		6.37-		100.00
	1	AC	6176.68			6176.68	6176.68-		6176.68-		100.00
	1	AF	9274.72			9274.72	5772.03-		5772.03-	3502.69	62.23
	1	EV	8319.48			8319.48	8319.48-		8319.48-		100.00
	1	HE	1511.22			1511.22	1511.22-		1511.22-		100.00
	1	LP	114054.32			114054.32	106079.19-		106079.19-	7975.13	93.01
	1	MH	10725.67			10725.67	10012.58-		10012.58-	713.09	93.35
	1	MT	169605.89			169605.89	167777.24-		167777.24-	1828.65	98.92
	1	VL	212753.00			212753.00	208212.83-		208212.83-	4540.17	97.87
	1	01	3779663.50			3779663.50	3731744.74-		3731744.74-	47918.76	98.73
HALF TOTALS=			4312090.85			4312090.85	4245612.36-		4245612.36-	66478.49	98.46
DEPT TOTALS=			4312090.85			4312090.85	4245612.36-		4245612.36-	66478.49	98.46
PP2022	1	AC	5496.01			5496.01	5496.01-		5496.01-		100.00
	1	EV	12847.55			12847.55	12573.83-		12573.83-	273.72	97.87
	1	HE	2010.04			2010.04	2010.04-		2010.04-		100.00
	1	LP	143398.07			143398.07	129960.76-		129960.76-	13437.31	90.63
	1	MH	10581.26			10581.26	9769.63-		9769.63-	811.63	92.33
	1	MT	160401.19			160401.19	160401.19-		160401.19-		100.00
	1	NC	548608.52			548608.52	535584.55-		535584.55-	13023.97	97.63
	1	VL	209671.00			209671.00	203682.48-		203682.48-	5988.52	97.14
	1	01	3834643.31			3834643.31	3752487.47-		3752487.47-	82155.84	97.86
HALF TOTALS=			4927656.95			4927656.95	4811965.96-		4811965.96-	115690.99	97.65
DEPT TOTALS=			4927656.95			4927656.95	4811965.96-		4811965.96-	115690.99	97.65
PP2023	1	AC	2516.41			2516.41	2494.54-		2494.54-	21.87	99.13
	1	EV	14940.66			14940.66	14667.84-		14667.84-	272.82	98.17
	1	HE	1360.43			1360.43	1360.43-		1360.43-		100.00
	1	LP	2669.84			2669.84	2418.80-		2418.80-	251.04	90.60
	1	MH	10289.32			10289.32	9421.42-		9421.42-	867.90	91.57
	1	MT	172635.42			172635.42	162445.05-		162445.05-	10190.37	94.10
	1	NC	626392.63			626392.63	602494.90-		602494.90-	23897.73	96.18
	1	VL	212259.34			212259.34	201254.49-		201254.49-	11004.85	94.82
	1	01	3438328.75			3438328.75	3311740.47-		3311740.47-	126588.28	96.32
HALF TOTALS=			4481392.80			4481392.80	4308297.94-		4308297.94-	173094.86	96.14
DEPT TOTALS=			4481392.80			4481392.80	4308297.94-		4308297.94-	173094.86	96.14
PP2024	1	AC	1969.53			1969.53	1949.85-		1949.85-	19.68	99.00

4/11/2025  
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-TREASURER TAX COLLECTION RATE SCHEDULE REPORT-

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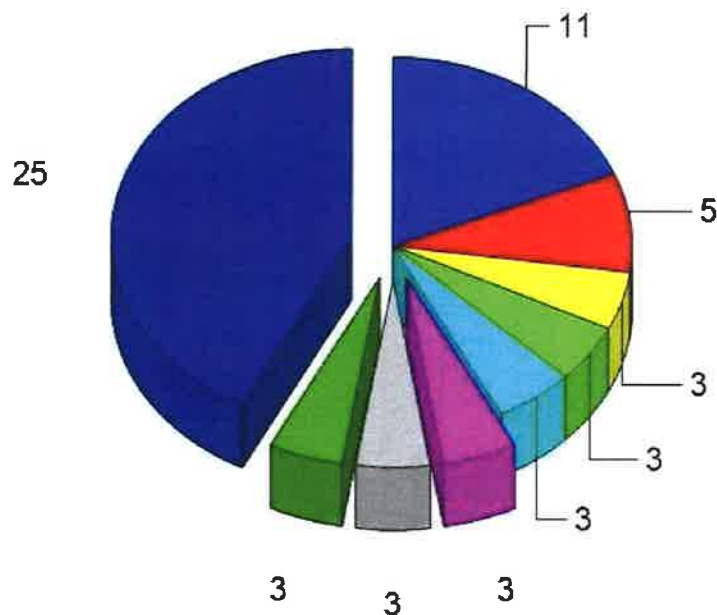
TR712

DEPT	H	CLS	TAXES	PPTRA	ABATEMENTS	NET TAX	PAYMENTS	OTHER ADJS	NET PAYMENTS	NET A/R	%COLLECTED
PP2024	1	EV	14586.98			14586.98	13144.45-		13144.45-	1442.53	90.11
	1	HE	803.48			803.48	803.48-		803.48-		100.00
	1	LP	3710.91			3710.91	3164.19-		3164.19-	546.72	85.27
	1	MH	11259.82			11259.82	8906.36-		8906.36-	2353.46	79.10
	1	MT	272594.64			272594.64	267011.88-		267011.88-	5582.76	97.95
	1	VL	219549.00			219549.00	178584.31-		178584.31-	40964.69	81.34
	1	01	4770678.37			4770678.37	4192055.19-		4192055.19-	578623.18	87.87
HALF TOTALS=			5295152.73			5295152.73	4665619.71-		4665619.71-	629533.02	88.11
DEPT TOTALS=			5295152.73			5295152.73	4665619.71-		4665619.71-	629533.02	88.11
PP TOTALS =			23042792.10			23042792.10	22010339.35-		22010339.35-	1032452.75	95.52
RE2020	1		4501775.15			4501775.15	4501626.56-		4501626.56-	148.59	100.00
	1	AF	292.34			292.34	286.12-		286.12-	6.22	97.87
HALF TOTALS=			4502067.49			4502067.49	4501912.68-		4501912.68-	154.81	100.00
DEPT TOTALS=			4502067.49			4502067.49	4501912.68-		4501912.68-	154.81	100.00
RE2021	1		4563247.91			4563247.91	4562662.05-		4562662.05-	585.86	99.99
	1	AF	2828.28			2828.28	2795.41-		2795.41-	32.87	98.84
HALF TOTALS=			4566076.19			4566076.19	4565457.46-		4565457.46-	618.73	99.99
DEPT TOTALS=			4566076.19			4566076.19	4565457.46-		4565457.46-	618.73	99.99
RE2022	1		4590512.85			4590512.85	4566475.74-		4566475.74-	24037.11	99.48
HALF TOTALS=			4590512.85			4590512.85	4566475.74-		4566475.74-	24037.11	99.48
DEPT TOTALS=			4590512.85			4590512.85	4566475.74-		4566475.74-	24037.11	99.48
RE2023	1		4674935.13			4674935.13	4601075.17-		4601075.17-	73859.96	98.42
HALF TOTALS=			4674935.13			4674935.13	4601075.17-		4601075.17-	73859.96	98.42
DEPT TOTALS=			4674935.13			4674935.13	4601075.17-		4601075.17-	73859.96	98.42
RE2024	1		5694192.07			5694192.07	5456186.69-		5456186.69-	238005.38	95.82
HALF TOTALS=			5694192.07			5694192.07	5456186.69-		5456186.69-	238005.38	95.82
DEPT TOTALS=			5694192.07			5694192.07	5456186.69-		5456186.69-	238005.38	95.82
RE TOTALS =			24027783.73			24027783.73	23691107.74-		23691107.74-	336675.99	98.60
COMP TOTALS=			47070575.83			47070575.83	45701447.09-		45701447.09-	1369128.74	97.09

## Cases By Case Type

Breakdown of All Cases With Opening Dates Between 3/1/2025 and 3/31/2025

Court Appearances: 193



Domestic Violence	11
Drug Offense	5
Assault - Felony	3
Assault - Misdemeanor	3
CHINS/Tuancy	3
DUI	3
Involuntary Commitment-Ap	3
Probation Violation	3
Others	25
<b>Total:</b>	<b>59</b>

### Others:

Adult Abuse/Neglect	Motor Vehicle
Animal	Obstruction
Cont. to Delinquency x 2	Reckless Driving x 3
Contempt x 2	Robbery
Extradition	Sexual Offense
False Report	Show Cause/Revocation
Forgery/Fraud	Trespass
Indecent Exposure x 2	Weapon Offense x 3
Larceny x 2	

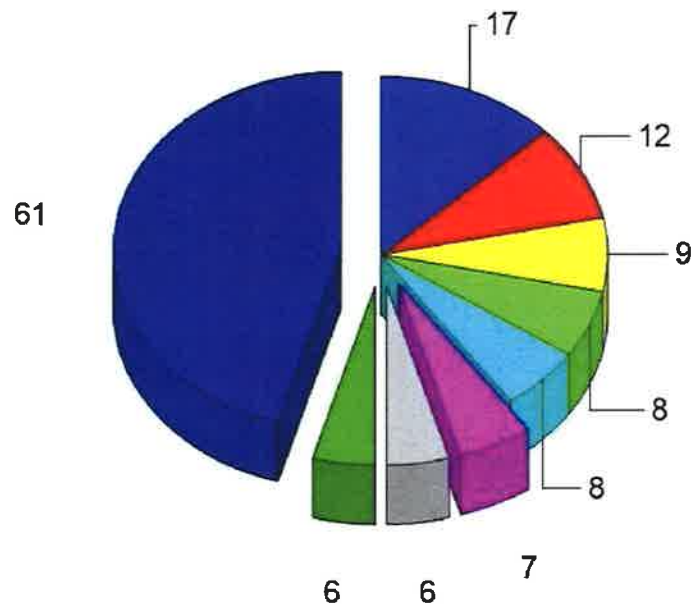
\* Attempts are categorized as their primary offense

H-5

## Cases By Case Type

Breakdown of All Cases With Opening Dates Between 1/1/2025 and 3/31/2025

**Court Appearances: 554**



Domestic Violence	17
Probation Violation	12
Drug Offense	9
CHINS/Tuancy	8
DUI	8
Show Cause/Revocation	7
Assault - Felony	6
Contempt	6
Others	61
<b>Total:</b>	<b>134</b>

### Others:

Adult Abuse/Neglect  
Animal x 4  
Assault – Misd x 5  
Asset Forfeiture x 2  
Burglary x 2  
Child Abuse/Neglect  
Civil Case  
Cont. to Delinquency x 2

Dest. of Property  
Embezzlement x 2  
Extradition  
False Report x 2  
Forgery/Fraud x 2  
Indecent Exposure x 2  
Invol. Commitment Ap. X 3  
Larceny x 6

Motor Vehicle  
Obstruction x 2  
Phone/Computer  
Protective Order Viol.  
Reckless Driving x 6  
Robbery x 2  
Sexual Offense  
Stalking  
Trespass x 3

Weapon Offense x 6

\* Attempts are categorized as their primary offense



# Total of Felony and Misdemeanor cases between 3/1/2025 and 3/31/2025

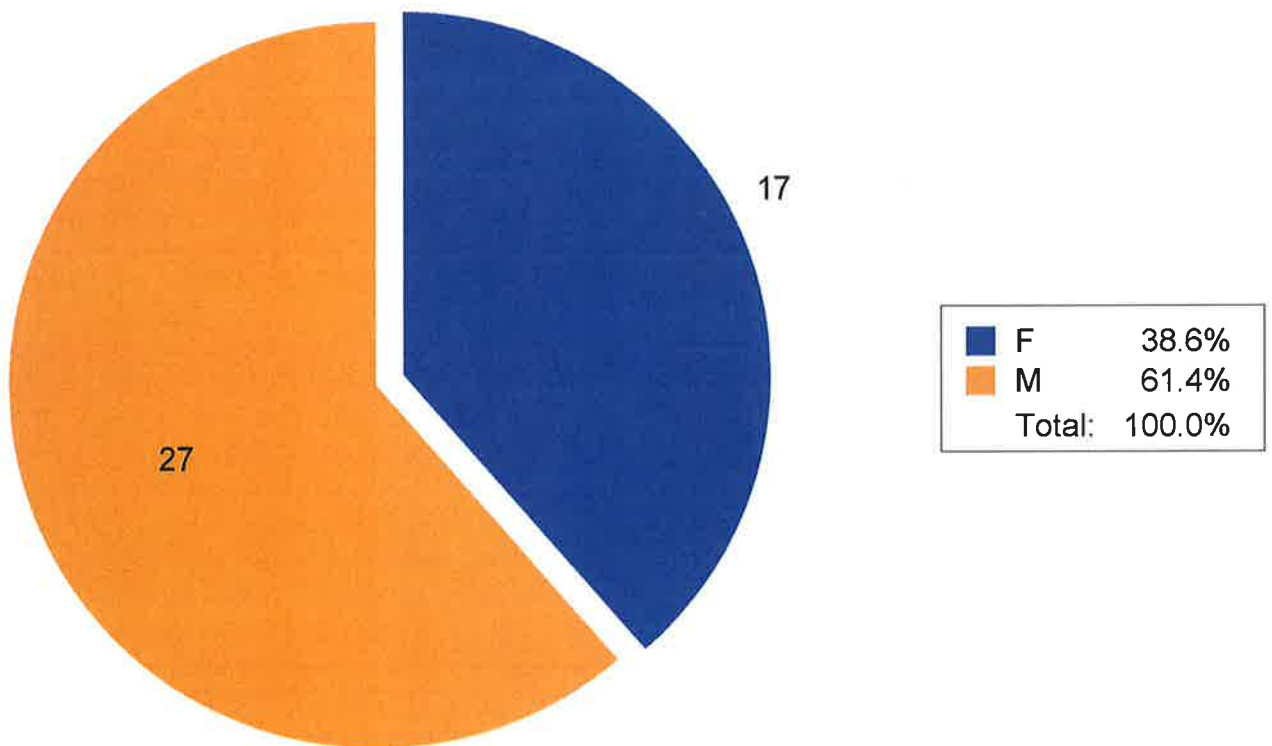
Felony

Total:17

Misdemeanor

Total:27

## Felony VS Misdemeanor



# Total of Felony and Misdemeanor cases between 1/1/2025 and 3/31/2025

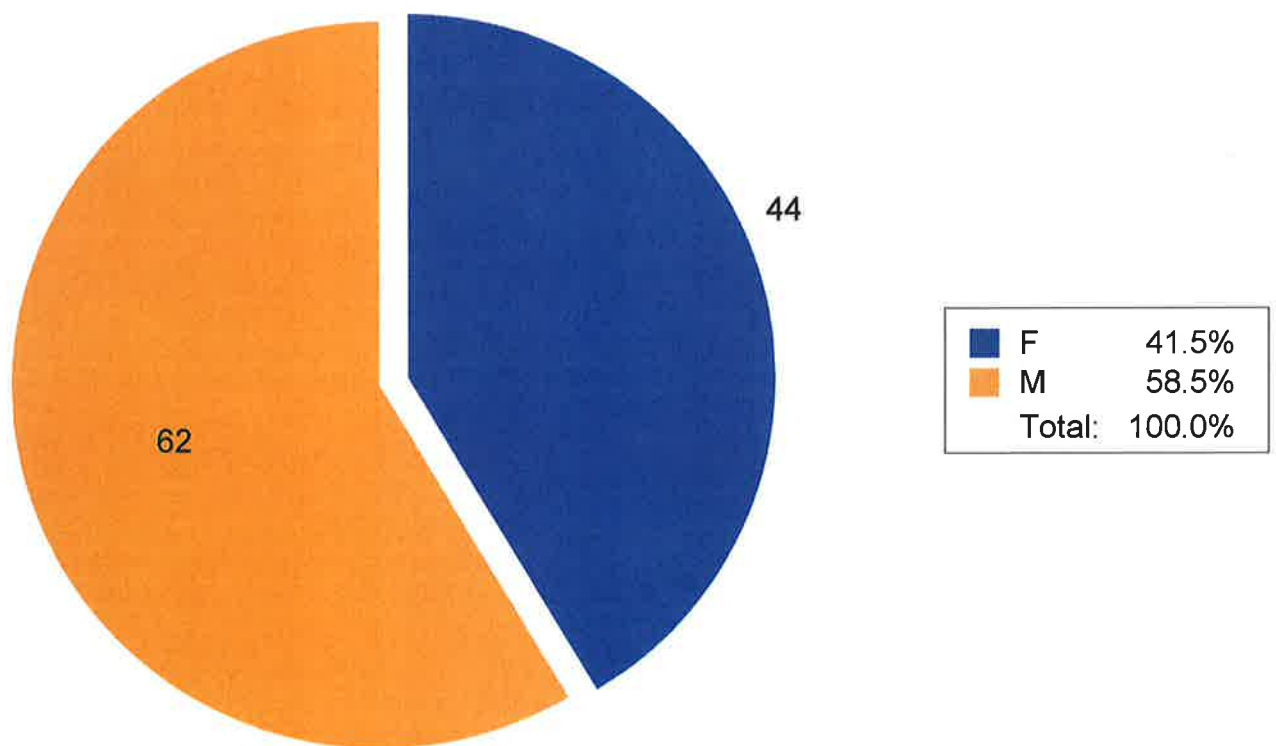
Felony

Total:44

Misdemeanor

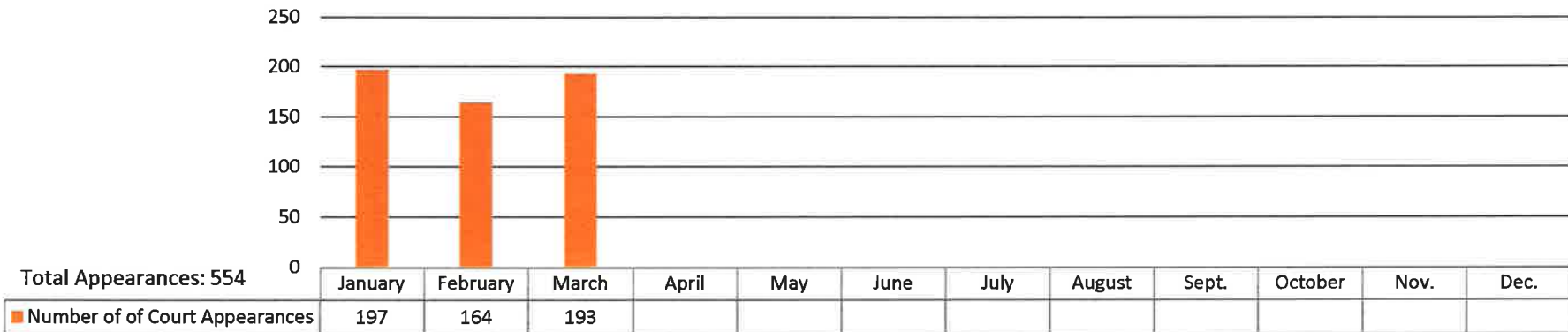
Total:62

## Felony VS Misdemeanor

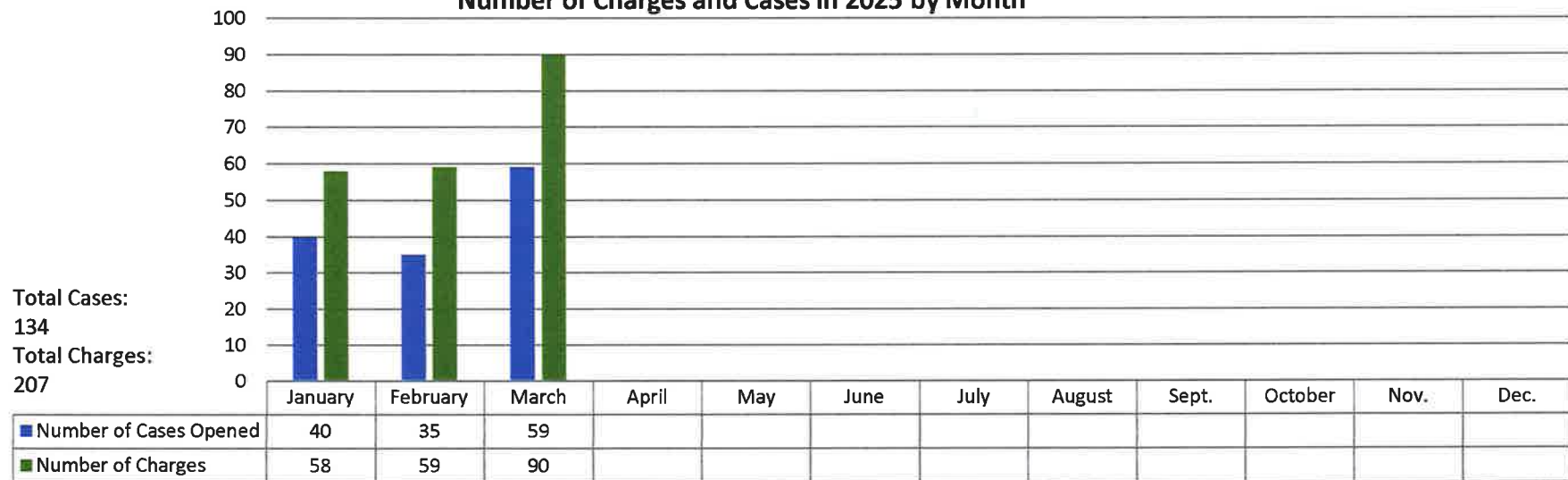


**Nottoway Commonwealth's Attorney's Office**

### Number of Court Appearances in 2025 by Month



### Number of Charges and Cases in 2025 by Month





Solex Architecture, Inc.  
641 Main Street  
Danville, Virginia 24541  
434.688.0767  
[www.solexarchitecture.com](http://www.solexarchitecture.com)

April 10, 2025

Mr. Michael Hurt  
Hurt and Sons LLC  
Managing Member  
110 Timberlake Drive  
Youngsville, North Carolina 27596

**Re: Nottoway Animal Shelter  
Notice of Award**

Dear Mr. Hurt:

Thank you for your interest in the above project. On behalf of Nottoway County, we are notifying you that the contract will be awarded to Hurt and Sons LLC for the amount of \$2,103,550.00 for the bid dated March 11, 2025.

The Contract is attached with this Notice of Award. Please provide a schedule of values, current list of subcontractors and the name of superintendent. Hurt and Sons LLC has ten (10) consecutive calendar days to return the signed Contract and furnish the Owner all required documents listed, including but not limited to:

- a. Certificates of Insurance
- b. Contractor's Certification as to Licensure of Subcontractors Form

Upon receipt of an executed agreement, a Notice to Proceed will be issued. You will be notified of a date and time of a pre-construction meeting that suits the schedule of all parties. On behalf of the Nottoway County, we thank you and look forward to working with you on this project.

Sincerely,

Solex Architecture, Inc.

Jeffrey L. Bond, AIA, LEED AP BD+C  
Architect | Owner

# INDUSTRIAL DEVELOPMENT AUTHORITY

J-2

Name:	Term Expires September 19:
Robert W. Timberlake	2025
Lynne M. Inge	2026
Denis J. McCarthy	2027
James O. Oliver	2027
Helen M. Simmons	2028
Nathaniel Miller	2026
	2025

## Qualifications

Per § 15.2-4904

- Shall be composed of seven directors, appointed by the governing body of the locality.
  - Appointed initially for terms of one, two, three, and four years; two being appointed for one-year terms; two being appointed for two-year terms; two being appointed for three-year terms, and one being appointed for a four-year term.
  - Subsequent appointments shall be for terms of four years, except appointments to fill vacancies, which shall be for the unexpired terms.
  - All terms of office shall be deemed to commence upon the date of the initial appointment to the authority, and thereafter, in accordance with the provisions of the immediately preceding sentence. If at the end of any term of office of any director a successor thereto has not been appointed, then the director whose term of office has expired shall continue to hold office until his successor is appointed and qualified.
- Four members of the board of directors shall constitute a quorum
- Shall receive no salary but may be compensated such amount per regular, special, or committee meeting or per each official representation as may be approved by the appointing authority, not to exceed \$200 per meeting or official representation, and shall be reimbursed for necessary traveling and other expenses incurred in the performance of their duties.

**OFFICE OF  
SOLID WASTE**

**Solid Waste Supervisor**  
**Gary Easter**  
[geaster@nottoway.org](mailto:geaster@nottoway.org)



**Nottoway County**  
**P.O. Box 92**  
**349 Livestock Road,**  
**Blackstone**  
**Nottoway, VA 23955**  
**Telephone: 434-292-5262**  
**Fax: 434-645-8667**  
**www.nottoway.org**

**April 10, 2025**

**To: Board of Supervisors**

**From: Gary Easter**

**RE: Surplus Vehicles**

**The following vehicles have already been surplusd but didn't get any bids:**

1990 International Tanker Truck  
2HSFHBNR4LC034288

2002 Dodge Pickup  
1B7GG12X42S638415

1968 Ford Pickup  
F10BND12919

1990 International Truck  
1HTSCCFP4LH250825  
Lic#52-174L

1995 International Truck  
1HTSCABP4SJ668925  
Lic#21-560L

**Need to be surplusd:**

D6 LGP Bulldozer

953C Loader

953D Loader



THE OFFICE OF THE SHERIFF

***Sheriff Robert L. Jones***

***NOTTOWAY COUNTY***

(434) 645-9044

P.O. Box 6  
266 W. Courthouse Rd.,  
Nottoway, VA 23955

FAX (434) 645-1915

April 10, 2025

Steven Bowen  
County Administrator  
P. O. Box 92  
Nottoway, VA 23955

Dear Mr. Bowen:

The following vehicles have been taken out of service:

Car 6	2013 Dodge Charger	2C3CDXAT4DH660308
Car 16	2014 Dodge Charger	2C3CDXAT1EH186934
Car 27	2006 Chevrolet Trail Blazer	1GNDT13S762354100

These vehicles can be removed from our insurance policy. Please find attached the titles to the surplus vehicles.

If you have any questions, please feel free to call me.

Sincerely,

Robert L. Jones  
Sheriff

Cc: Susan Tucker



# COMMONWEALTH OF VIRGINIA

## DEPARTMENT OF MOTOR VEHICLES

### CERTIFICATE OF TITLE FOR A VEHICLE

KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THE DEPARTMENT OF MOTOR VEHICLES, COMMONWEALTH OF VIRGINIA, HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH, THAT THE APPLICANT NAMED ON THE FACE HEREON HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE, AND THAT, FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DEPARTMENT, THE HEREON DESCRIBED VEHICLE IS SUBJECT TO THE SECURITY INTEREST RECORDS ON FILE WITH THIS DEPARTMENT, AND AS DESCRIBED HEREON. IF ANY, THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH ALSO PROVIDE THAT ALL TITLE AND REGISTRATION INFORMATION IN THE OFFICE OF THE DEPARTMENT OF MOTOR VEHICLES IS PRIVILEGED AND ONLY SUBJECT TO DISSEMINATION TO AUTHORIZED AGENCIES, BUSINESS ORGANIZATIONS OR AGENTS, GOVERNMENTAL ENTITIES AND INDIVIDUALS UNDER THE CONDITIONS SPECIFIED BY MOTOR VEHICLE CODE SECTIONS 46.2-208, 46.2-209 AND 46.2-210.

ESTABLISHED 04/16/13 308 308GTP ORIGINAL

VEHICLE IDENTIFICATION NO.		YEAR	MAKE	VEHICLE BODY	TITLE NO.			
2C3CDXAT4DH660308		2013	DODGE	4D SDN	90999201			
EMPTY WGT.	GROSS WGT.	GVWR	GCWR	AXLES	FUEL	SALES TAX PAID	ODOMETER	DATE ISSUED
4138				2	GAS	VA EXEMPT	*000011*	04/16/13
OTHER PERTINENT DATA							ODOMETER BRAND	PRIOR TITLE NO.
005106							ACTUAL	

Name(s) and address(es) of vehicle owners:

NOTTOWAY COUNTY  
PO BOX 92  
NOTTOWAY VA 23955-0092

THIS IS NOT A TITLE NUMBER

626720494

NO LIENS



**A** Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. The undersigned hereby certifies that the vehicle described in this title has been transferred to the following (printed name and address of Buyer(s)).

Buyer(s) Name \_\_\_\_\_  
Street \_\_\_\_\_ City, State, Zip \_\_\_\_\_

DATE OF SALE \_\_\_\_\_ SALE PRICE \_\_\_\_\_

ODOMETER READING (No Tenths) \_\_\_\_\_ I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.  
☐ 1. The mileage stated is in excess of its mechanical limits. ☐ 2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY

Signature of Seller(s) \_\_\_\_\_ Printed Name of Seller(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature of Buyer(s) \_\_\_\_\_ Printed Name of Buyer(s) \_\_\_\_\_  
I am aware of the above odometer certification made by the Seller(s)  
I am aware of the above odometer certification made by the Seller(s)

Dealer's No. \_\_\_\_\_ Licensing Jurisdiction \_\_\_\_\_

VOID IF ALTERED

VOID IF ALTERED



COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE FOR A VEHICLE

KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THE DEPARTMENT OF MOTOR VEHICLES, COMMONWEALTH OF VIRGINIA, HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH; THAT THE APPLICANT NAMED ON THE FACE HEREON HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE; AND THAT FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DEPARTMENT, THE HEREON DESCRIBED VEHICLE IS SUBJECT TO THE SECURITY INTEREST RECORDS ON FILE WITH THIS DEPARTMENT, AND AS DESCRIBED HEREON. IF ANY, THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH ALSO PROVIDE THAT ALL TITLE AND REGISTRATION INFORMATION IN THE OFFICE OF THE DEPARTMENT OF MOTOR VEHICLES IS PRIVILEGED AND ONLY SUBJECT TO DISSEMINATION TO AUTHORIZED AGENCIES, BUSINESS ORGANIZATIONS OR AGENTS, GOVERNMENTAL ENTITIES AND INDIVIDUALS UNDER THE CONDITIONS SPECIFIED BY MOTOR VEHICLE CODE SECTIONS 46.2-208, 46.2-209 AND 46.2-210.

ESTABLISHED 12/13/13 308 308TPF ORIGINAL

VEHICLE IDENTIFICATION NO. 2C3CDXAT1EH186934			YEAR 2014		MAKE DODGE		VEHICLE BODY 4D SDN		TITLE NO. 91070890	
EMPTY WGT.	GROSS WGT.	GVWR	GCWR	AXLES	FUEL	SALES TAX PAID	ODOMETER	DATE ISSUED		
4155				2	GAS	VA EXEMPT	*000005*	12/13/13		
OTHER PERTINENT DATA 005106							ODOMETER BRAND ACTUAL	PRIOR TITLE NO.		

Name(s) and address(es) of vehicle owners:  
COUNTY OF NOTTOWAY  
PO BOX 92  
NOTTOWAY VA 23955-0092

THIS IS NOT A TITLE NUMBER  
10048835A

NO LIENS



**A** Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. The undersigned hereby certifies that the vehicle described in this title has been transferred to the following (print or name and address of Buyer(s)):

Buyer(s) Name \_\_\_\_\_  
Street \_\_\_\_\_ City, State, Zip \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is: ☐ ACTUAL Mileage ☐ NOT ACTUAL Mileage (odometer discrepancy) ☐ IN EXCESS of Mechanical Limits ☐ Model year is 10 years or older and was exempt from odometer disclosure in prior state of title (applicant must present out-of-state title showing exemption).

ODOMETER READING (No Tenths) \_\_\_\_\_ DATE OF SALE \_\_\_\_\_  
SALE PRICE \_\_\_\_\_

Signature of Seller(s) \_\_\_\_\_ Printed Name of Seller(s) \_\_\_\_\_

Signature of Buyer(s) \_\_\_\_\_ Printed Name of Buyer(s) \_\_\_\_\_

I am aware of the above odometer certification made by the Seller(s) \_\_\_\_\_

I am aware of the above odometer certification made by the Seller(s) \_\_\_\_\_

VSA3S Dealer's No. \_\_\_\_\_ Licensing Jurisdiction \_\_\_\_\_

VOID IF ALTERED

VOID IF ALTERED



# COMMONWEALTH OF VIRGINIA

## DEPARTMENT OF MOTOR VEHICLES

### CERTIFICATE OF TITLE FOR A VEHICLE

KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THE DEPARTMENT OF MOTOR VEHICLES, COMMONWEALTH OF VIRGINIA, HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH, THAT THE APPLICANT NAMED ON THE FACE HEREON HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE, AND THAT, FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DEPARTMENT, THE HEREON DESCRIBED VEHICLE IS SUBJECT TO THE SECURITY INTEREST RECORDS ON FILE WITH THIS DEPARTMENT, AND AS DESCRIBED HEREON, IF ANY, THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH ALSO PROVIDE THAT ALL TITLE AND REGISTRATION INFORMATION IN THE OFFICE OF THE DEPARTMENT OF MOTOR VEHICLES IS PRIVILEGED AND ONLY SUBJECT TO DISSEMINATION TO AUTHORIZED AGENCIES, BUSINESS ORGANIZATIONS OR AGENTS, GOVERNMENTAL ENTITIES AND INDIVIDUALS UNDER THE CONDITIONS SPECIFIED BY MOTOR VEHICLE CODE SECTIONS 46.2-208, 46.2-209 AND 46.2-210.

214 DMV701 ORIGINAL

VEHICLE IDENTIFICATION NO. <b>1GNDT13S762354100</b>		YEAR <b>2006</b>	MAKE <b>CHEVROLET</b>	VEHICLE BODY <b>SPORT UTILITY</b>	TITLE NO. <b>89549167</b>
EMPTY WGT. <b>4594</b>	GROSS WGT.	GVWR	GCWR	AXLES <b>2</b>	FUEL <b>GAS</b>
SALES TAX PAID <b>VA EXEMPT</b>		ODOMETER <b>*52878*</b>	DATE ISSUED <b>08/17/09</b>		
OTHER PERTINENT DATA <b>006278</b>		ODOMETER BRAND <b>ACTUAL</b>		PRIOR TITLE NO.	

Name(s) and address(es) of vehicle owners:  
**COUNTY OF NOTTOWAY**  
**PO BOX 92**  
**NOTTOWAY VA 23955-0092**

THIS IS NOT A TITLE NUMBER

**017013979**

NO LIENS



**A** Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. The undersigned hereby certifies that the vehicle described in this title has been transferred to the following (printed name and address of Buyer(s)).

Buyer(s) Name \_\_\_\_\_

Street \_\_\_\_\_ City, State, Zip \_\_\_\_\_

DATE OF SALE \_\_\_\_\_ SALE PRICE \_\_\_\_\_

ODOMETER READING (No Tenths) \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

☐ 1. The mileage stated is in excess of its mechanical limits. ☐ 2. The odometer reading is not the actual mileage. **WARNING-ODOMETER DISCREPANCY**

Signature of Seller(s) \_\_\_\_\_ Printed Name of Seller(s) \_\_\_\_\_

Signature of Buyer(s) \_\_\_\_\_ Printed Name of Buyer(s) \_\_\_\_\_

I am aware of the above odometer certification made by the Seller(s)

I am aware of the above odometer certification made by the Seller(s)

**↓ DETACH HERE ↓**

Dealer's No. \_\_\_\_\_ Licensing Jurisdiction \_\_\_\_\_

VOID IF ALTERED

VOID IF ALTERED

OFFICE OF  
**THE BOARD OF SUPERVISORS**  
NOTTOWAY COUNTY

**SUPERVISORS**

WILLIAM J. COLLINS, III, CHAIRMAN  
DISTRICT 5

DAPHNE V. NORTON, VICE CHAIR  
DISTRICT 3

RICHARD H. INGRAM, JR.  
DISTRICT 1

JOHN A. ROARK  
DISTRICT 2

GEORGE G. TOTH, III  
DISTRICT 4



P. O. BOX 92  
344 W. COURTHOUSE ROAD  
NOTTOWAY, VIRGINIA 23955  
TELEPHONE (434) 645-8696  
FAX (434) 645-8667  
[www.nottoway.org](http://www.nottoway.org)

**COUNTY ADMINISTRATOR**  
STEVE W. BOWEN

**PLANNING & ECONOMIC DEVELOPMENT  
DIRECTOR AND ZONING ADMINISTRATOR**  
GREGG ZODY, AICP

**BUILDING OFFICIAL**  
NICHOLAS BOWLES

**EMERGENCY SERVICES COORDINATOR**  
AUBREY W. "BUDDY" HYDE, JR.

April 10, 2025

To: Board of Supervisors

From: Stephen Bowen

RE: Surplus Vehicle - 2003 Ford Crown Victoria 2FAFP71W93X125219

This vehicle was being used at the LRA but is no longer needed.

# COMMONWEALTH OF VIRGINIA

## DEPARTMENT OF MOTOR VEHICLES

### CERTIFICATE OF TITLE FOR A VEHICLE

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ESTABLISHED 06/20/12 308 308TPF ORIGINAL

VEHICLE IDENTIFICATION NO.		YEAR	MAKE	VEHICLE BODY	TITLE NO.			
2FAFP71W93X125219		2003	FORD	4D SDN	90089773			
EMPTY WGT.	GROSS WGT.	GVWR	GCWR	AXLES	FUEL	SALES TAX PAID	ODOMETER	DATE ISSUED
4026				2	GAS	VA EXEMPT	*190685*	06/20/12
OTHER PERTINENT DATA							ODOMETER BRAND	PRIOR TITLE NO.
IND							ACTUAL	50770222

Name(s) and address(es) of vehicle owners:

COUNTY OF NOTTOWAY  
PO BOX 92  
NOTTOWAY VA 23955-0092

THIS IS NOT A TITLE NUMBER

G 24324703/

NO LIENS



**A** Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. The undersigned hereby certifies that the vehicle described in this title has been transferred to the following (printed name and address of Buyer(s)).

Buyer(s) Name			
Street	City, State, Zip		
ODOMETER READING (No Tenths)	DATE OF SALE		SALE PRICE
I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input checked="" type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. <b>WARNING-ODOMETER DISCREPANCY.</b>			
Signature of Seller(s)	Printed Name of Seller(s)		
Signature of Buyer(s)	Printed Name of Buyer(s)		
I am aware of the above odometer certification made by the Seller(s)			
I am aware of the above odometer certification made by the Seller(s)			
<b>DETACH HERE</b>			
Dealer's No.		Licensing Jurisdiction	



OFFICE OF  
**THE BOARD OF SUPERVISORS**  
NOTTOWAY COUNTY

**SUPERVISORS**

WILLIAM J. COLLINS, III, CHAIRMAN  
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**COUNTY ADMINISTRATOR**  
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**PLANNING & ECONOMIC DEVELOPMENT  
DIRECTOR AND ZONING ADMINISTRATOR**  
GREGG ZODY, AICP

**BUILDING OFFICIAL**  
NICHOLAS BOWLES

**EMERGENCY SERVICES COORDINATOR**  
AUBREY W. "BUDDY" HYDE, JR.

April 10, 2025

To: Board of Supervisors

From: Stephen Bowen

RE: Surplus Vehicle  
2007 Dodge Caravan – 1D4GP24R47B131545

This vehicle is not currently being used. It was purchased for the Assistant County Administrator.

# COMMONWEALTH OF VIRGINIA

## DEPARTMENT OF MOTOR VEHICLES

### CERTIFICATE OF TITLE FOR A VEHICLE

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308 308ETS ORIGINAL

VEHICLE IDENTIFICATION NO.		YEAR		MAKE		VEHICLE BODY		TITLE NO.	
1D4GP24R47B131545		2007		DODGE		WAGON		90850012	
EMPTY WGT.	GROSS WGT.	GVWR	GCWR	AXLES	FUEL	SALES TAX PAID	ODOMETER	DATE ISSUED	
4095				2	GAS	VA EXEMPT	*159*, A	11/29/06	
OTHER PERTINENT DATA							ODOMETER BRAND	PRIOR TITLE NO.	
OS							ACTUAL		

Name(s) and address(es) of vehicle owners:

COUNTY OF NOTTOWAY

P O BOX 92

NOTTOWAY VA 23955-0092

THIS IS NOT A TITLE NUMBER

G 11130720

NO LIENS



A • ASSIGNMENT OF TITLE BY OWNER • • NOTIFY DMV WHEN VEHICLE IS SOLD •	Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. The undersigned hereby certifies that the vehicle described in this title has been transferred to the following (printed name and address of Buyer(s)).	
	Buyer(s) Name _____	
	Street _____	City, State, Zip _____
	DATE OF SALE _____ SALE PRICE _____	
	ODOMETER READING (No Tenths) _____	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. <b>WARNING-ODOMETER DISCREPANCY</b>
	Signature of Seller(s) _____	Printed Name of Seller(s) _____
	Signature of Buyer(s) _____	Printed Name of Buyer(s) _____
	I am aware of the above odometer certification made by the Seller(s)	
	I am aware of the above odometer certification made by the Buyer(s)	
	<b>DETACH HERE</b>	
Dealer's No. _____ Licensing Jurisdiction _____		

4/08/2025  
AP375  
FUND # - 100

FROM DATE- 3/01/2025  
TO DATE- 3/31/2025

ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 013030 \*\* Permits & Other Licenses \*\*

PAGE 1

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
** Permits & Other Licenses **										
MILLS HEATING & AIR CONDIT	Building Permits	BLDG PERMIT 411-2024	REFUND 02122025	2/12/2025		3/13/2025	257382		148.50	
									148.50	*
TOTAL									148.50	

15-1



4/08/2025  
AP375  
FUND # - 100

FROM DATE- 3/01/2025  
TO DATE- 3/31/2025

ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 240101 \*\* LAW ENFORCEMENT DCJS Grant \*\*

PAGE 2

<u>VENDOR NAME</u>	<u>CHARGE TO</u>	<u>DESCRIPTION</u>	<u>INVOICE#</u>	<u>INVOICE DATE</u>	<u>PO#</u>	<u>CHECK DATE</u>	<u>CHECK#</u>	<u>\$\$</u>	<u>PAY</u>	<u>\$\$</u>
TOWN OF BLACKSTONE	** LAW ENFORCEMENT DCJS Grant **	TDO/ECO Reimbursemen	TDO/ECO REIMBURSE	TDO 032525	3/25/2025	3/27/2025	257487	2,405.00		
								2,405.00	*	
						TOTAL		2,405.00		

4/08/2025  
AP375  
FUND # - 100

FROM DATE- 3/01/2025  
TO DATE- 3/31/2025

ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 011010 \*\* Board of Supervisors \*\*

PAGE 3

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
** Board of Supervisors **										
VERIZON WIRELESS	Telephone - Crime So	ACC 842030264-00001	6108234704	3/10/2025		3/27/2025	257524	80.02		
								80.02	*	
GCR COMPANY	Internet/Data Servic	CUST 8000004974	313625	3/01/2025		3/27/2025	103	550.00		
GCR COMPANY	Internet/Data Servic	CUST 8000004974	313628	3/01/2025		3/27/2025	103	1,500.00		
VERIZON WIRELESS	Internet/Data Servic	ACCT 842030264-00001	6105764261	2/10/2025		3/13/2025	257395	240.06		
VERIZON WIRELESS	Internet/Data Servic	ACC 842030264-00001	6108234704	3/10/2025		3/27/2025	257524	160.04		
								2,450.10	*	
CARD SERVICES CENTER	Travel - Convention	0221 ADMIN ACCOUNT	0221 0325	3/10/2025		3/27/2025	257491	64.18		
								64.18	*	
TOTAL								2,594.30		

4/08/2025  
AP375  
FUND # - 100

FROM DATE- 3/01/2025  
TO DATE- 3/31/2025

ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 012010 \*\* County Administration \*\*

PAGE 4

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
** County Administration **										
THE CREWE-BURKEVILLE	Advertising	ADVERTISING	100	2/28/2025		3/13/2025	85		342.00	
NOTTOWAY PUBLISHING CO.,	Advertising	ADVERTISING/OFF SUPP	NOT PUBL 0225	2/28/2025		3/20/2025	94		180.00	
									522.00	*
CARD SERVICES CENTER	Data Processing	0221 ADMIN ACCOUNT	0221 0325	3/10/2025		3/27/2025	257491		435.48	
CARD SERVICES CENTER	Data Processing	0221 ADMIN ACCOUNT	0221 0325	3/10/2025		3/27/2025	257491		78.97	
CARD SERVICES CENTER	Data Processing	0221 ADMIN ACCOUNT	0221 0325	3/10/2025		3/27/2025	257491		1,199.00	
GCR COMPANY	Data Processing	CUST 8000004974	313459	2/28/2025		3/27/2025	103		91.50	
									1,804.95	*
POSTMASTER, NOTTOWAY	Postage	PO BOX 92 RENEWAL-YR	ADMIN 03012025	3/01/2025		3/13/2025	257388		100.00	
									100.00	*
GCR COMPANY	Telephone	CUST 8000004974	313627	3/01/2025		3/27/2025	103		191.90	
GCR COMPANY	Telephone	CUST 8000004974	313627	3/01/2025		3/27/2025	103		95.95	
GCR COMPANY	Telephone	CUST 8000004974	313627	3/01/2025		3/27/2025	103		47.98	
VERIZON WIRELESS	Telephone	ACCT 842030264-00001	6105764261	2/10/2025		3/13/2025	257395		267.90	
VERIZON WIRELESS	Telephone	ACCT 842030264-00001	6105764261	2/10/2025		3/13/2025	257395		89.30	
VERIZON WIRELESS	Telephone	ACCT 842030264-00001	6105764261	2/10/2025		3/13/2025	257395		49.29	
VERIZON WIRELESS	Telephone	ACC 842030264-00001	6108234704	3/10/2025		3/27/2025	257524		237.17	
VERIZON WIRELESS	Telephone	ACC 842030264-00001	6108234704	3/10/2025		3/27/2025	257524		169.32	
									1,148.81	*
AMAZON CAPITAL SERVICES	Office Supplies	A118IWMQYRJMMT	1CQ1-QCYC-RJ49	3/26/2025		3/27/2025	98		175.83	
AMAZON CAPITAL SERVICES	Office Supplies	A118IWMQYRJMMT	1F9W-FYWC-76WJ	3/20/2025		3/27/2025	98		62.94	
AMAZON CAPITAL SERVICES	Office Supplies	ACCT A118IWMQYRJMMT	1P11-XW63-9LVN	3/10/2025		3/13/2025	80		602.87	
AMAZON CAPITAL SERVICES	Office Supplies	ACCT A118IWMQYRJMMT	1T3J-4J1W-3DW1	2/06/2025		3/13/2025	80		200.83	
AMAZON CAPITAL SERVICES	Office Supplies	A118IWMQYRJMMT	1XND-JTDV-DMK7	3/24/2025		3/27/2025	98		141.96	
AMAZON CAPITAL SERVICES	Office Supplies	A118IWMQYRJMMT	1X3W-F7RW-HPP1	3/21/2025		3/27/2025	98		120.89	
AMAZON CAPITAL SERVICES	Office Supplies	A118IWMQYRJMMT	14XK-KNGL-9MVW	3/03/2025		3/27/2025	98		22.02	
AMAZON CAPITAL SERVICES	Office Supplies	ACCT A118IWMQYRJMMT	161D-V619-1XFY	2/06/2025		3/13/2025	80		25.99	
NOTTOWAY PUBLISHING CO.,	Office Supplies	ADVERTISING/OFF SUPP	NOT PUBL 0225	2/28/2025		3/20/2025	94		398.96	
									1,752.29	*
XTREME SIGNS & GRAPHICS	Vehicle Maintenance	SEALS AND SIGN	21404	2/28/2025		3/27/2025	257538		1,019.85	
									1,019.85	*
CARD SERVICES CENTER	Other Operating Supp	0221 ADMIN ACCOUNT	0221 0325	3/10/2025		3/27/2025	257491		4.04	
									4.04	*
JEAN W. PAYNE	Discretionary Fund	BUDGET MEETING MEAL	03182025	3/18/2025		3/27/2025	257516		180.00	
									180.00	*
									6,531.94	
						TOTAL				

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FROM DATE- 3/01/2025  
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ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 012040 \*\* Legal Services \*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
** Legal Services **										
SANDS ANDERSON PC	Professional Service	CLIENT 023987/104286	713443	3/05/2025		3/13/2025	83		661.50	
SANDS ANDERSON PC	Professional Service	CLIENT 023987/106914	713444	3/05/2025		3/13/2025	83		1,145.50	
SANDS ANDERSON PC	Professional Service	CLIENT 026344/111645	713445	3/05/2025		3/13/2025	83		65.00	
ELDER, WATKINS, FRIEDMAN &	Professional Service	GEN/JACKSON V. LRA	8589	3/03/2025		3/13/2025	257376		9,187.50	
ELDER, WATKINS, FRIEDMAN &	Professional Service	GEN/JACKSON V. LRA	8589	3/03/2025		3/13/2025	257376		1,137.50	
									12,197.00	*
TOTAL									12,197.00	

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ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 012090 \*\* Commissioner of Revenue \*\*

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<u>VENDOR NAME</u>	<u>CHARGE TO</u>	<u>DESCRIPTION</u>	<u>INVOICE#</u>	<u>INVOICE DATE</u>	<u>PO#</u>	<u>CHECK DATE</u>	<u>CHECK#</u>	<u>\$\$</u>	<u>PAY</u>	<u>\$\$</u>
** Commissioner of Revenue **										
GCR COMPANY	IT/Data Processing	CUST 90097 COR	313108	1/31/2025		3/13/2025	82		52.50	
GCR COMPANY	IT/Data Processing	CUST 90097 IT FEB25	313460	2/28/2025		3/13/2025	82		20.00	
KEY OFFICE SUPPLY, INC.	IT/Data Processing	COR-LEASE 17/36 PYMT	COPIER 0325	3/05/2025		3/13/2025	257379		252.64	
VESSEL VALUATION SERVICES	IT/Data Processing	COR BOAT/MOTOR VALUE	202622	1/30/2025		3/13/2025	257396		473.85	
									798.99	*
GCR COMPANY	Telephone	CUST 8000004974	313627	3/01/2025		3/27/2025	103		191.91	
									191.91	*
MICHELLE PHILLIPS	Office Supplies	COR-CORKBOARDS	REIMB 03052025	3/05/2025		3/13/2025	257381		56.84	
									56.84	*
COMMISSIONER OF THE REVENUE	Travel - Convention	COR REGISTRATION	MEETING 2025	3/05/2025		3/13/2025	257400		70.00	
COMMISSIONER OF THE REVENUE	Travel - Convention	2025 COR ASSOC DUES	02032025	2/03/2025		3/13/2025	257369		75.00	
									145.00	*
TOTAL									1,192.74	

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AP375  
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ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 012130 \*\* Treasurer \*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
GCR COMPANY	** Treasurer ** Telephone	CUST 8000004974	313627	3/01/2025		3/27/2025	103		191.91	
									191.91 *	
AMAZON CAPITAL SERVICES	Office Supplies	A118IWMQYRJMMT	14XK-KNGL-9MVW	3/03/2025		3/27/2025	98		36.76	
KEY OFFICE SUPPLY, INC.	Office Supplies	TREAS-OFF SUPPLIES	595246	2/27/2025		3/13/2025	257379		23.81	
									60.57 *	
TAMMIE A. RAIFORD	Travel - Mileage	MILE 02/03-02/27/25	REIMB 03042025	3/04/2025		3/13/2025	84		112.70	
									112.70 *	
TAMMIE A. RAIFORD	Travel - Convention	REIMBURSEMENT	REIM 5620	3/20/2025		3/27/2025	105		80.00	
TAMMIE A. RAIFORD	Travel - Convention	TREAS-REG TAV COURSE	REIMB 03032025	3/03/2025		3/13/2025	84		185.00	
TAMMIE A. RAIFORD	Travel - Convention	REIMBURSEMENT	REIMB 5622	3/20/2025		3/27/2025	105		185.00	
									450.00 *	
DEPARTMENT OF MOTOR VEHICL	DMV Stop Fee	ACCT 546001479017	202505900585	2/28/2025		3/13/2025	257372		950.00	
									950.00 *	
AMAZON CAPITAL SERVICES	Furniture & Fixtures	ACCT A118IWMQYRJMMT	1JTM-H1Y6-G9RX	3/07/2025		3/13/2025	80		64.85	
AMAZON CAPITAL SERVICES	Furniture & Fixtures	A118IWMQYRMMT	1N41-FKKK-TLFP	3/19/2025		3/27/2025	98		44.79	
KEY OFFICE SUPPLY, INC.	Furniture & Fixtures	TREAS-2X STOOLS	595171	2/24/2025		3/13/2025	257379		408.24	
KEY OFFICE SUPPLY, INC.	Furniture & Fixtures	TREAS-STOOL	595230	2/26/2025		3/13/2025	257379		204.12	
									722.00 *	
AMAZON CAPITAL SERVICES	Capital Outlay	ACCT A118IWMQYRJMMT	1JTM-H1Y6-G9RX	3/07/2025		3/13/2025	80		64.85	
AMAZON CAPITAL SERVICES	Capital Outlay	ACCT A118IWMQYRJMMT	1JTM-H1Y6-G9RX	3/07/2025		3/13/2025	80		64.85-	
KEY OFFICE SUPPLY, INC.	Capital Outlay	TREAS-2X STOOLS	595171	2/24/2025		3/13/2025	257379		408.24	
KEY OFFICE SUPPLY, INC.	Capital Outlay	TREAS-2X STOOLS	595171	2/24/2025		3/13/2025	257379		408.24-	
KEY OFFICE SUPPLY, INC.	Capital Outlay	TREAS-STOOL	595230	2/26/2025		3/13/2025	257379		204.12	
KEY OFFICE SUPPLY, INC.	Capital Outlay	TREAS-STOOL	595230	2/26/2025		3/13/2025	257379		204.12-	
KEY OFFICE SUPPLY, INC.	Capital Outlay	TREAS-3 CASH DRAWERS	595269	2/27/2025		3/13/2025	257379		75.00	
									75.00 *	
						TOTAL			2,562.18	

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ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 013020 \*\* Registrar \*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
	** Registrar **									
JOSEPH FOSTER	Salaries / Part-time	JANUARY WAGES	WAGE 0125	2/06/2025		3/27/2025	257502		522.27	
DEJAH D. SYKES	Salaries / Part-time	JANUARY WAGES	WAGES 0125	2/03/2025		3/27/2025	257522		849.87	
									1,372.14	*
NOTTOWAY COUNTY PUBLIC SCH	Utilities - Electric	REGISTRAR ELECTRIC	150	3/04/2025		3/13/2025	257384		615.53	
									615.53	*
BRIGHTSPEED	Telephone	309377013	309377013 0125	1/22/2025		3/27/2025	100		332.78	
BRIGHTSPEED	Telephone	309377013	309377013 1124	11/22/2024		3/27/2025	100		330.57	
BRIGHTSPEED	Telephone	309377013	309377013 1224	12/22/2024		3/27/2025	100		330.57	
									993.92	*
KEY OFFICE SUPPLY, INC.	Office Supplies	ACCT 10669	592621	11/06/2024		3/27/2025	257508		306.40	
									306.40	*
VRAV	Dues & Membership	FY25 MEMBERSHIP	433	3/26/2025		3/27/2025	257533		320.00	
									320.00	*
									3,607.99	
						TOTAL				

4/08/2025  
AP375  
FUND # - 100

FROM DATE- 3/01/2025  
TO DATE- 3/31/2025

ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 021010

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
MATTHEW W. OAKES	Jurors & Witnesses	GRAND JURY ALLOWANCE	GJURY 030425.01	3/07/2025		3/20/2025	257430		50.00	
MARY A. PARRISH	Jurors & Witnesses	GRAND JURY ALLOWANCE	GJURY 030725.02	3/07/2025		3/20/2025	257429		50.00	
RENAUTA D. JESTERS	Jurors & Witnesses	GRAND JURY ALLOWANCE	GJURY 030725.03	3/07/2025		3/20/2025	257431		50.00	
JUSTIN T. LEFFERTS	Jurors & Witnesses	GRAND JURY ALLOWANCE	GJURY 030725.04	3/07/2025		3/20/2025	257428		50.00	
ASHLEY J. LONG	Jurors & Witnesses	GRAND JURY ALLOWANCE	GJURY 030725.05	3/07/2025		3/20/2025	257427		50.00	
									250.00 *	
						TOTAL			250.00	



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AP375  
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ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 021020 \*\* General District Court \*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
AT&T	** General District Court ** Telephone	ACCT 0305124724001	GDC 03032025	3/03/2025		3/20/2025	257432		98.74	
									98.74	*
						TOTAL			98.74	

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AP375  
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TO DATE- 3/31/2025

ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 021050 \*\* Juvenile Court Service Unit \*\*

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<u>VENDOR NAME</u>	<u>CHARGE TO</u>	<u>DESCRIPTION</u>	<u>INVOICE#</u>	<u>INVOICE DATE</u>	<u>PO#</u>	<u>CHECK DATE</u>	<u>CHECK#</u>	<u>\$\$</u>	<u>PAY</u>	<u>\$\$</u>
** Juvenile Court Service Unit **										
KINEX TELECOM	Telephone	AC SUB240200009145	INV25030052888	3/13/2025		3/27/2025	257509	138.99		
								138.99	*	
KEY OFFICE SUPPLY, INC.	Office Supplies	COURT SERVICES	593875	1/03/2025		3/27/2025	257508	99.17		
								99.17	*	
						TOTAL		238.16		

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AP375  
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ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 021060 \*\* Clerk of Circuit Court \*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
** Clerk of Circuit Court **										
JANE BROWN, CLERK	Advertising	CCC-AD POST FOR JOB	REIMB 01312025	1/31/2025		3/13/2025	257378		81.53	
JANE BROWN, CLERK	Advertising	CCC-AD POST FOR JOB	REIMB 02282025	2/28/2025		3/13/2025	257378		59.60	
									141.13	*
TREASURER OF VIRGINIA	SRA Software/Mainten	SEMI YRLY JAN-JUNE25	25-135C-RMS2	2/27/2025		3/13/2025	257394		3,629.20	
									3,629.20	*
AT&T	Telephone	ACCT 0305121769001	CCC 0225	2/24/2025		3/13/2025	257365		44.47	
									44.47	*
KEY OFFICE SUPPLY, INC.	Office Supplies	ACCT 376	595666	3/18/2025		3/27/2025	257508		241.90	
KEY OFFICE SUPPLY, INC.	Office Supplies	ACCT 376	595667	3/18/2025		3/27/2025	257508		53.94	
									295.84	*
						TOTAL			4,110.64	

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AP375  
FUND # - 100

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TO DATE- 3/31/2025

ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 021090 \*\* Judge of Circuit Court \*\*

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<u>VENDOR NAME</u>	<u>CHARGE TO</u>	<u>DESCRIPTION</u>	<u>INVOICE#</u>	<u>INVOICE</u> <u>DATE</u>	<u>PO#</u>	<u>CHECK</u> <u>DATE</u>	<u>CHECK#</u>	<u>\$\$</u>	<u>PAY</u>	<u>\$\$</u>
CRYSTAL SPRINGS	** Judge of Circuit Court ** Office Supplies	ACCT 986022023475989	23475989	031425	3/14/2025	3/27/2025	99	17.99		
								17.99	*	
						TOTAL		17.99		

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AP375  
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TO DATE- 3/31/2025

ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 022010 \*\* Commonwealth Attorney \*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
** Commonwealth Attorney **										
DATA CARE	IT/Data Processing	COM ATTY CLOUDBERRY	16122	3/01/2025		3/13/2025	257371		10.00	
									10.00	*
GCR COMPANY	Telephone	CUST 8000004974	313627	3/01/2025		3/27/2025	103		239.89	
GCR COMPANY	Telephone	CUST 8000004974	313627	3/01/2025		3/27/2025	103		47.98	
									287.87	*
CRYSTAL SPRINGS	Office Supplies	ACCT 985627923466743	23466743 021425	2/14/2025		3/13/2025	81		41.16	
									41.16	*
THOMSON REUTERS - WEST	Books & Subscription	ACCT 1000352869	851565291	3/01/2025		3/13/2025	86		29.00	
									29.00	*
DATA CARE	Server	COM ATTY EQP/REPAIR	16115	2/23/2025		3/13/2025	257371		424.98	
									424.98	*
						TOTAL			793.01	

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AP375  
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ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 022020 \*\* Comm Atty-DCJS Ceasefire Grant\*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
GCR COMPANY		** Comm Atty-DCJS Ceasefire Grant** Telephone (office) CUST 8000004974	313627	3/01/2025		3/27/2025	103	47.98		
						TOTAL		47.98	*	47.98

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TO DATE- 3/31/2025

ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 031020 \*\* Sheriff \*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
** Sheriff **										
TICIARA BARBOUR	Health Insurance Pay	AFLAC REIMBURSEMENT	ALFAC REIMBURSE	2/07/2025		3/20/2025	257450		23.78	
									23.78	*
AMAZON CAPITAL SERVICES	Equipment Repairs &	AlLEL8255BN7Z2	1DMX-GJWP-1XRJ	2/24/2025		3/07/2025	77		412.89	
BENCHMARK COMMUNITY BANK	Equipment Repairs &	VISA ACCT 9401 SHER	9401 0325	3/02/2025		3/14/2025	257415		647.64	
BENCHMARK COMMUNITY BANK	Equipment Repairs &	VISA ACCT 9401 SHER	9401 0325	3/02/2025		3/14/2025	257415		137.50	
BENCHMARK COMMUNITY BANK	Equipment Repairs &	VISA ACCT 9401 SHER	9401 0325	3/02/2025		3/14/2025	257415		264.00	
SHAWN STERN COMPUTER SERVI	Equipment Repairs &	CUST NOTTOWAY001	70900	2/01/2025	60	3/27/2025	257537		126.99	
									1,589.02	*
AT&T MOBILITY	Telephone	ACCT 287343303456	33034X03082025	2/28/2025		3/27/2025	257485		1,311.67	
CAROUSEL INDUSTRIES OF	Telephone	ACCT OP-120606	Q-154577	2/04/2025		3/27/2025	107		1,324.44	
									2,636.11	*
AMAZON CAPITAL SERVICES	Office Supplies	AlLEL8255BN7Z2	1FML-3DLV-PVDT	2/14/2025		3/07/2025	77		915.50	
AMAZON CAPITAL SERVICES	Office Supplies	AlLEL8255BN7Z2	1MKN-CRL3-TT6P	2/15/2025		3/07/2025	77		349.00	
AMAZON CAPITAL SERVICES	Office Supplies	ACCT AlLEL8255BN7Z2	167W-FLDM-T17F	2/09/2025		3/07/2025	77		186.15	-
DEPARTMENT OF MOTOR VEHICL	Office Supplies	XX1479 SHERIFF	202505900247	2/28/2025		3/27/2025	257523		20.00	
									1,098.35	*
ADVANCE AUTO PARTS	Vehicle Repairs & Ma	ACCT 6000000409	6000500636484	1/06/2025		3/27/2025	97		54.73	
BURKEVILLE BODY SHOP, INC.	Vehicle Repairs & Ma	2023 FORD INTERCEPT	RO 40992	2/06/2025		3/20/2025	91		15,737.79	
EDGERTON TIRE & AUTO	Vehicle Repairs & Ma	2021 FORD EXPLORER	30059	2/19/2025		3/20/2025	257435		70.00	
EPES SUPPLY CO.	Vehicle Repairs & Ma	MOUNT BALANCE/DISPOS	030325 SHERIFF	3/03/2025		3/27/2025	257500		48.00	
EPES SUPPLY CO.	Vehicle Repairs & Ma	SHER CAR #3 MOUNT	730421	3/01/2025		3/14/2025	257417		36.00	
EPES SUPPLY CO.	Vehicle Repairs & Ma	MOUNT AND BALANCE	730620	3/10/2025		3/27/2025	257500		72.00	
EPES SUPPLY CO.	Vehicle Repairs & Ma	SHER #23 TIRE REPAIR	74975	2/20/2025		3/14/2025	257417		25.00	
HUDSON'S CUSTOM EXHAUST &	Vehicle Repairs & Ma	2023 FORD EXPLOR #28	59729	2/24/2025		3/20/2025	257438		69.95	
HUDSON'S CUSTOM EXHAUST &	Vehicle Repairs & Ma	2023 FORD CAR # 19	59748	2/27/2025		3/20/2025	257438		45.00	
HUDSON'S CUSTOM EXHAUST &	Vehicle Repairs & Ma	2021 FORD EXPLORER	59758	3/03/2025		3/27/2025	257504		45.00	
HUDSON'S CUSTOM EXHAUST &	Vehicle Repairs & Ma	2023 FORD	59783	3/10/2025		3/27/2025	257504		337.50	
PARKER OIL CO.	Vehicle Repairs & Ma	ACCT 61515F SHER	130641	2/03/2025		3/14/2025	257418		1,473.11	
PARKER OIL CO.	Vehicle Repairs & Ma	ACCT 61515F SHER	137951	2/10/2025		3/14/2025	257418		1,477.19	
PARKER OIL CO.	Vehicle Repairs & Ma	ACCT 61515F SHER	145018	2/17/2025		3/14/2025	257418		1,240.91	
PARKER OIL CO.	Vehicle Repairs & Ma	ACCT 61515F SHER	152045	2/24/2025		3/14/2025	257418		1,288.34	
PARKER OIL CO.	Vehicle Repairs & Ma	ACCT 61515F SHER	255249	6/24/2024		3/13/2025	257386		.19	
WRIGHT AUTO SUPPLY	Vehicle Repairs & Ma	ACCT 2350 SHER	919820	2/01/2025		3/20/2025	257449		18.19	
WRIGHT AUTO SUPPLY	Vehicle Repairs & Ma	ACCT 2350 SHER	922419	2/24/2025		3/20/2025	257449		136.14	
WRIGHT AUTO SUPPLY	Vehicle Repairs & Ma	ACCT 2350 SHER	923010	2/27/2025		3/20/2025	257449		77.56	
WRIGHT AUTO SUPPLY	Vehicle Repairs & Ma	ACCT 2350 SHER	923015	2/27/2025		3/20/2025	257449		85.94	
WRIGHT AUTO SUPPLY	Vehicle Repairs & Ma	FILTER	923021	2/27/2025		3/27/2025	257528		13.69	
									22,352.23	*
DANA SAFETY SUPPLY	Police Supplies-Misc	SO 559198	951686	2/26/2025	67	3/27/2025	257496		2,165.00	
RICHMOND SECURITY INC.	Police Supplies-Misc	ACCT SO 56582	89886	2/06/2025	64	3/20/2025	96		12,203.63	
									14,368.63	*
GALL'S LLC	Uniforms	ACCT 1000875832	030572372	2/25/2025		3/27/2025	102		144.75	
READ'S UNIFORMS	Uniforms	ACCT 14148-99	306775-99	2/25/2025		3/20/2025	95		193.67	
READ'S UNIFORMS	Uniforms	ACCT 14148-99	309332-99	3/12/2025		3/27/2025	104		127.74	
									466.16	*
CARLTON L. ABERNATHY JR	Travel-Convention &	MEAL REIMBURSEMENT	REIMB 030325	3/03/2025		3/27/2025	257482		6.55	

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ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 031020 \*\* Sheriff \*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
BILL DILLEMUTH	Travel-Convention &	MEAL REIMBURSEMENT	REIM 030325	3/03/2025		3/27/2025	257484		6.55	
									13.10 *	
AMAZON CAPITAL SERVICES	Discretionary Fund-I	A1LEL8255BN7Z2	1DJD-HPVT-CRPW	2/24/2025		3/07/2025	77		67.74	
AMAZON CAPITAL SERVICES	Discretionary Fund-I	A1LEL8255BN7Z2	1D4M-FGHL-7PTX	2/24/2025		3/07/2025	77		56.94	
BENCHMARK COMMUNITY BANK	Discretionary Fund-I	VISA ACCT 9401 SHER	9401 0325	3/02/2025		3/14/2025	257415		164.60	
TROPHIES UNLIMITED, INC.	Discretionary Fund-I	PLAQUE & ENGRAVING	106315	2/27/2025		3/20/2025	257447		131.11	
WATKINS JEWELERS	Discretionary Fund-I	RETIREMENT GIFT	0116270	2/19/2025		3/20/2025	257448		215.25	
									635.64 *	
BENCHMARK COMMUNITY BANK	K-9 Unit	VISA ACCT 9401 SHER	9401 0325	3/02/2025		3/14/2025	257415		72.18	
BLACKSTONE ANIMAL CLINIC	K-9 Unit	K9 VETTING	7946	2/13/2025		3/27/2025	257488		478.25	
									550.43 *	
						TOTAL			43,733.45	



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ACCOUNTS PAYABLE LIST  
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DEPT # - 031040 \*\* Central Dispatching \*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
** Central Dispatching **										
BENCHMARK COMMUNITY BANK	Equipment Repairs &	VISA ACCT 9401 SHER	9401 0325	3/02/2025		3/14/2025	257415		137.50	
BENCHMARK COMMUNITY BANK	Equipment Repairs &	VISA ACCT 9401 SHER	9401 0325	3/02/2025		3/14/2025	257415		264.00	
CRYSTAL SPRINGS	Equipment Repairs &	ACCT 985333523459380	23459380 031425	3/14/2025		3/27/2025	99		82.38	
DISH NETWORK	Equipment Repairs &	A 8255707087699885	SHER 0225	2/21/2025		3/14/2025	257416		84.13	
									568.01	*
ID NETWORKS	Maintenance Service	ACCT NOT100	283823	4/01/2025	50	3/27/2025	257505		29,700.00	
									29,700.00	*
KEY OFFICE SUPPLY, INC.	Office Supplies	SHER 4X COPY PAPER	595088	2/18/2025		3/20/2025	257439		319.96	
									319.96	*
TOTAL									30,587.97	

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ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 031050 \*\* School Resource Officers \*\*

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<u>VENDOR NAME</u>	<u>CHARGE TO</u>	<u>DESCRIPTION</u>	<u>INVOICE#</u>	<u>INVOICE DATE</u>	<u>PO#</u>	<u>CHECK DATE</u>	<u>CHECK#</u>	<u>\$\$</u>	<u>PAY</u>	<u>\$\$</u>
	** School Resource Officers **									
GALL'S LLC	Office Supplies	ACCT 1000875832	030595366	2/27/2025		3/20/2025	93	555.97		
								555.97	*	
ATLANTIC TACTICAL, INC.	Police Supplies & Eq	ACCT 243978	SI-80844064	3/10/2025	71	3/27/2025	257486	209.80		
								209.80	*	
BENCHMARK COMMUNITY BANK	Uniforms	VISA ACCT 9401 SHER	9401 0325	3/02/2025		3/14/2025	257415	937.17		
BENCHMARK COMMUNITY BANK	Uniforms	VISA ACCT 9401 SHER	9401 0325	3/02/2025		3/14/2025	257415	47.14-		
								890.03	*	
						TOTAL		1,655.80		

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ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 032010 \*\* Emergency Services Expenses \*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
** Emergency Services Expenses **										
CARD SERVICES CENTER	Telephone	0221 ADMIN ACCOUNT	0221 0325	3/10/2025		3/27/2025	257491		142.13	
CARD SERVICES CENTER	Telephone	0221 ADMIN ACCOUNT	0221 0325	3/10/2025		3/27/2025	257491		.99	
VERIZON WIRELESS	Telephone	ACCT 842030264-00001	6105764261	2/10/2025		3/13/2025	257395		144.29	
VERIZON WIRELESS	Telephone	ACC 842030264-00001	6108234704	3/10/2025		3/27/2025	257524		45.01	
VERIZON WIRELESS	Telephone	ACC 842030264-00001	6108234704	3/10/2025		3/27/2025	257524		49.29	
									381.71	*
GCR COMPANY	Telephone - EOC	CUST 8000004974	313627	3/01/2025		3/27/2025	103		287.86	
									287.86	*
KNOX COMPANY	Knox Box Upgrade	SO 554788	INV-KA-383742	3/07/2025		3/27/2025	257510		1,022.00	
									1,022.00	*
XTREME SIGNS & GRAPHICS	LEMPG Grant	VEHICLE ID SYSTEMRED	21408	2/28/2025		3/13/2025	257399		1,125.00	
									1,125.00	*
						TOTAL			2,816.57	

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ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 032030 \*\* Emergency Medical Services \*\*

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<u>VENDOR NAME</u>	<u>CHARGE TO</u>	<u>DESCRIPTION</u>	<u>INVOICE#</u>	<u>INVOICE</u> <u>DATE</u>	<u>PO#</u>	<u>CHECK</u> <u>DATE</u>	<u>CHECK#</u>	<u>\$\$</u>	<u>PAY</u>	<u>\$\$</u>
NOTTOWAY COUNTY VOLUNTEER	Contribution-Operati	FY 25 OPERATIONS	FY25 OPERATION	3/24/2025		3/24/2025	257454	40,000.00		
								40,000.00	*	
						TOTAL		40,000.00		

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ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 033010 \*\* Regional Jail & Detention \*\*

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<u>VENDOR NAME</u>	<u>CHARGE TO</u>	<u>DESCRIPTION</u>	<u>INVOICE#</u>	<u>INVOICE DATE</u>	<u>PO#</u>	<u>CHECK DATE</u>	<u>CHECK#</u>	<u>\$\$</u>	<u>PAY</u>	<u>\$\$</u>
IRONGATE BOUNDARY MGMT	** Regional Jail & Detention **	Piedmont Regional Ja JAN 2025 MONITORING	NOTTOWAY 0225	2/07/2025		3/27/2025	257506	1,856.25		
								1,856.25	*	
						TOTAL		1,856.25		

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ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 034010 \*\* Building Official \*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
** Building Official **										
GCR COMPANY	Telephone	CUST 8000004974	313627	3/01/2025		3/27/2025	103		47.97	
VERIZON WIRELESS	Telephone	ACCT 842030264-00001	6105764261	2/10/2025		3/13/2025	257395		89.30	
VERIZON WIRELESS	Telephone	ACC 842030264-00001	6108234704	3/10/2025		3/27/2025	257524		89.30	
									226.57	*
CARD SERVICES CENTER	Office Supplies	0221 ADMIN ACCOUNT	0221 0325	3/10/2025		3/27/2025	257491		706.85	
									706.85	*
EDGERTON EXPRESS CARE INC	Vehicle Maintenance	BLDG INSP VEH MAINT	9252	2/20/2025		3/13/2025	257375		91.95	
									91.95	*
MELISSA MOHN	Travel - Mileage	MEAL AND TRAVEL	REIMB 032525	3/25/2025		3/27/2025	257542		159.60	
									159.60	*
MELISSA MOHN	Travel - Convention	MEAL AND TRAVEL	REIMB 032525	3/25/2025		3/27/2025	257542		15.82	
									15.82	*
NICHOLAS BOWLES	Training	MEALS/MO BLDG MTG	REIMB 020625	2/06/2025		3/20/2025	257442		14.74	
NICHOLAS BOWLES	Training	MEALS/MO BLDG MTG	REIMB 03062025	3/06/2025		3/20/2025	257442		20.37	
									35.11	*
						TOTAL			1,235.90	

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ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 035010 \*\* Animal Control \*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
	** Animal Control **									
SOUTHSIDE ELECTRIC COOP	Electricity	23043011 AC	23043011 0225	2/26/2025		3/13/2025	257392		447.28	
									447.28	*
VERIZON WIRELESS	Telephone	ACCT 842030264-00001	6105764261	2/10/2025		3/13/2025	257395		98.58	
VERIZON WIRELESS	Telephone	ACC 842030264-00001	6108234704	3/10/2025		3/27/2025	257524		98.58	
									197.16	*
AMAZON CAPITAL SERVICES	Office Supplies	A118IWMQYRJMMT	1CQQ-JWF3-RKCL	3/13/2025		3/27/2025	98		111.91	
AMAZON CAPITAL SERVICES	Office Supplies	A118IWMYQYRJMMT	1PWK-X3VX-PYHF	3/13/2025		3/27/2025	98		31.52	
									143.43	*
PARKER OIL CO.	Daily Operation Expe	ACCT 61515F AC	147416	2/19/2025		3/13/2025	257386		672.28	
									672.28	*
NATIONAL ANIMAL CARE &	Dues & Membership	MEMBERSHIP RENEWAL	16997	2/27/2025		3/27/2025	257534		25.00	
									25.00	*
VILLAGE VETERINARY SVC	Vetting	VETTING	83257	2/07/2025		3/27/2025	257525		203.00	
VILLAGE VETERINARY SVC	Vetting	VETTING	83532	2/18/2025		3/27/2025	257525		199.36	
VILLAGE VETERINARY SVC	Vetting	VETTING	83890	3/02/2025		3/27/2025	257525		482.11	
									884.47	*
						TOTAL			2,369.62	

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ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 035030 \*\* Medical Examiner \*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
** Medical Examiner **										
JOSEPH MCMILLIAN FUNERAL H		H Medical Examiner Fee CREMATION	CATON, B A 0325	3/17/2025		3/27/2025	257507		850.00	
									850.00	*
TOTAL									850.00	



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ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
** General Properties **										
A & A PLUMBING	Repairs & Maintenanc	UNCLOG SEWER LINE	966829	3/05/2025		3/27/2025	257481		650.00	
BOOKER'S SUPPLY, INC.	Repairs & Maintenanc	MAINTENANCE	333918	3/20/2025		3/27/2025	257489		178.48	
GECO	Repairs & Maintenanc	DRAINAGE INVESTIGATE	2025010	2/03/2025		3/20/2025	257436		2,058.00	
NORTHWEST ACE HARDWARE	Repairs & Maintenanc	CUST 242648 MAINT	20270	2/27/2025		3/13/2025	257383		56.91	
NORTHWEST ACE HARDWARE	Repairs & Maintenanc	CUST 242648 MAINT	20371	3/05/2025		3/13/2025	257401		34.98	
NORTHWEST ACE HARDWARE	Repairs & Maintenanc	ACCT 242648 MAINT	20547	3/14/2025		3/20/2025	257443		1.25	
PHELPS LOCKSMITH SERVICE	Repairs & Maintenanc	MAINT BB&T BLDG	1777	3/05/2025		3/13/2025	257387		560.00	
R.E. LANGFORD LLC	Repairs & Maintenanc	PUMP OUT SEPTIC	6824	3/06/2025		3/20/2025	257444		600.00	
SOUTHERN AIR	Repairs & Maintenanc	AACT 146932	937725	2/19/2025		3/20/2025	257446		780.78	
SOUTHERN AIR	Repairs & Maintenanc	AACT 146932	937725	2/19/2025		3/20/2025	257446		780.78	
WATERWORX PLUMBING WELL LL	Repairs & Maintenanc	CAMERA MAIN LINE	8240	3/18/2025		3/27/2025	257535		449.00	
OTIS ELEVATOR COMPANY	Elevator/Alarm Inspe	CUST 679113 CRTHOUSE	100401847019	2/13/2025		3/13/2025	257385		4,588.62 *	
									2,596.08	
SHEP'S EXCAVATING	Contracted Services	CRTH SNOW REMOVAL	SHEP 03102025	3/10/2025		3/20/2025	257445		2,596.08 *	
									300.00	
DOMINION ENERGY VIRGINIA	Electricity	ACCT 000130232507	130232507 0225	2/28/2025		3/13/2025	257374		300.00 *	
DOMINION ENERGY VIRGINIA	Electricity	ACCT 13060257503	1360257503 0325	3/17/2025		3/27/2025	257497		879.95	
DOMINION ENERGY VIRGINIA	Electricity	ACCT 000140195009	140195009 0225	2/28/2025		3/13/2025	257374		350.40	
DOMINION ENERGY VIRGINIA	Electricity	ACCT 000820237501	820237501 0225	2/28/2025		3/13/2025	257374		1,362.04	
									3,901.00	
SOUTHERN AIR	HVAC	AACT 146932	937725	2/19/2025		3/20/2025	257446		6,493.39 *	
									780.78	
TOWN OF CREWE	Water & Sewer	ACCT 00700031001	3100 0325	3/19/2025		3/27/2025	257493		780.78 *	
TOWN OF CREWE	Water & Sewer	ACCT 00700031401	3140 0325	3/19/2025		3/27/2025	257493		21.00	
									49.59	
TARGET SPECIALTY PRODUCTS	Pest Control	CUST 5026078	INVP501531870.	6/19/2024		3/26/2025	257479		70.59 *	
TARGET SPECIALTY PRODUCTS	Pest Control	PEST CONTROL	INVP501585154.	8/05/2024		3/26/2025	257479		465.04	
									523.59	
DIAMOND PAPER CO., INC.	Custodial Supplies	CUST 101530 MAINT	347103	2/27/2025		3/13/2025	257373		988.63 *	
DIAMOND PAPER CO., INC.	Custodial Supplies	CUST 101530 MAINT	347988	3/13/2025		3/20/2025	257433		300.66	
									447.59	
EDGERTON EXPRESS CARE INC	Vehicle Repairs & Ma	2002 FORD F150XLT	1255	3/14/2025		3/20/2025	257434		748.25 *	
ROGER'S AUTO SERVICE	Vehicle Repairs & Ma	2000 CHEV 2500	5539-6	3/17/2025		3/27/2025	257518		58.65	
									73.00	
GCR COMPANY	Capital Outlay	CUST 8000004974	313456	2/28/2025		3/27/2025	103		131.65 *	
GCR COMPANY	Capital Outlay	CUST 8000004974	313457	2/28/2025		3/27/2025	103		2,200.00	
GCR COMPANY	Capital Outlay	CUST 8000004974	313458	2/28/2025		3/27/2025	103		216.07	
SIGNS, DESIGNS & MORE	Capital Outlay	BB&T SIGNAGE-TR/COR	5702	2/28/2025		3/13/2025	257391		1,763.00	
SIGNS, DESIGNS & MORE	Capital Outlay	BB&T SIGNAGE-TR/COR	5703	2/28/2025		3/13/2025	257391		80.00	
SIGNS, DESIGNS & MORE	Capital Outlay	BB&T SIGNAGE-TR/COR	5711	3/04/2025		3/13/2025	257391		600.00	
XTREME SIGNS & GRAPHICS	Capital Outlay	SEALS AND SIGN	21404	2/28/2025		3/27/2025	257538		60.00	
									300.00	
									5,219.07 *	
						TOTAL			21,917.06	

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ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
** Dept of Social Services **										
BENCHMARK COMMUNITY BANK	Professional Service	VISA ACCT 0194 DSS	0194 0325	3/02/2025		3/14/2025	257402		29.99	
FULCRUM COUNSELORS, LLC	Professional Service	BRANCH FAM PART MTG	4195	3/03/2025		3/14/2025	257405		300.00	
FULCRUM COUNSELORS, LLC	Professional Service	BARBOUR-FAM PART MTG	4196	3/03/2025		3/14/2025	257405		300.00	
FULCRUM COUNSELORS, LLC	Professional Service	ROBERTSON FM PAR MTG	4197	3/03/2025		3/14/2025	257405		300.00	
GRAVITT LAW GROUP PLC	Professional Service	MATTER 2023-01185-M	30377	3/01/2025		3/20/2025	257437		30.00	
GRAVITT LAW GROUP PLC	Professional Service	MATTER 2024-00580-M	30378	3/01/2025		3/20/2025	257437		155.00	
GRAVITT LAW GROUP PLC	Professional Service	MATTER 2024-01138-M	30379	3/01/2025		3/20/2025	257437		60.00	
GRAVITT LAW GROUP PLC	Professional Service	MATTER 2025-00203-M	30380	3/01/2025		3/20/2025	257437		45.00	
PROPIO LANGUAGE SERVICES	Professional Service	ACCT 5399	0053990225	3/05/2025		3/14/2025	87		19.14	
STERICYCLE, INC.	Professional Service	CUST 1000234011	8009962358	2/25/2025		3/14/2025	257410		175.96	
									1,415.09	*
POSTMASTER, NOTTOWAY	Postage	PO BOX 26 RENEWAL-YR	DSS 03012025	3/01/2025		3/14/2025	257408		154.00	
									154.00	*
COMMONWEALTH OF VA	Telecommunications	ACCT 6135	T469605	3/03/2025		3/14/2025	257403		759.79	
KINEX TELECOM	Telecommunications	SUB 2212 00006862	INV25030052746	3/11/2025		3/20/2025	257440		382.21	
									1,142.00	*
BENCHMARK COMMUNITY BANK	Office Supplies	VISA ACCT 0210 DSS	0210 0325	3/02/2025		3/14/2025	257414		65.88	
CRYSTAL SPRINGS	Office Supplies	ACCT 985248123457043	23457043 031425	3/14/2025		3/27/2025	99		52.93	
KEY OFFICE SUPPLY, INC.	Office Supplies	OFF SUPPLIES	594757	2/04/2025		3/14/2025	257407		282.92	
									401.73	*
SHANNON REED	Travel - Mileage	REIMBURSEMENT	REIMB 031425	3/14/2025		3/27/2025	257530		129.45	
LATASHA HARVEY	Travel - Mileage	REIMBURSEMENT	REIMB 03112025	3/11/2025		3/27/2025	257540		25.20	
									154.65	*
COUNTY OF NOTTOWAY	Rent of Building	MARCH RENT FOR DSS	RENT 0325	3/01/2025		3/14/2025	257404		3,126.00	
									3,126.00	*
									6,393.47	
						TOTAL				

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
** Child Services Act **										
ACEWALL SCHOLARS	Mandated Services	PARENT AIDE	JL/SR 0325	3/10/2025		3/27/2025	257483		850.00	
RIVERMONT SCHOOLS	Mandated Services	ABA PER DIEM TIER 2	INV117227	12/01/2024		3/14/2025	257409		6,552.00	
RIVERMONT SCHOOLS	Mandated Services	EDU-SCHOOL TIER 1	INV117228	12/01/2024		3/14/2025	257409		5,274.00	
RIVERMONT SCHOOLS	Mandated Services	ABA PER DIEM TIER 2	INV117229	12/01/2024		3/14/2025	257409		2,548.00	
RIVERMONT SCHOOLS	Mandated Services	EDU-SCHOOL TIER 1	INV117230	12/01/2024		3/14/2025	257409		5,274.00	
RIVERMONT SCHOOLS	Mandated Services	EDU-SCHOOL SERVICE	INV128949	3/03/2025		3/14/2025	257409		5,274.00	
RIVERMONT SCHOOLS	Mandated Services	ABA PER DIEM TIER 2	INV128951	3/03/2025		3/14/2025	257409		5,460.00	
RIVERMONT SCHOOLS	Mandated Services	EDU-SCHOOL TIER 1	INV128953	3/03/2025		3/14/2025	257409		5,567.00	
RIVERMONT SCHOOLS	Mandated Services	ABA PER DIEM TIER 2	INV128955	3/03/2025		3/14/2025	257409		6,916.00	
RIVERMONT SCHOOLS	Mandated Services	ABA PER DIEM TIER 2	INV128957	3/03/2025		3/14/2025	257409		6,552.00	
RIVERMONT SCHOOLS	Mandated Services	EDU-SCHOOL TIER 1	INV128959	3/03/2025		3/14/2025	257409		4,688.00	
CROSSROADS SERVICES BOARD	Mandated Services	CASE SUPPORT	031125DM	3/11/2025		3/27/2025	257494		550.00	
GRAFTON SCHOOL, INC.	Mandated Services	SPEECH THERAPY	WW - 0225	3/05/2025		3/27/2025	257503		6,456.55	
HALLMARK YOUTHCARE	Mandated Services	EDU-MONTGOMERY,D	DMDM 4581 0125	1/31/2025		3/14/2025	257406		3,872.00	
NORTHSTAR ACADEMY INC.	Mandated Services	PUBLIC TUITION	27869	2/28/2025		3/27/2025	257514		4,598.00	
TYLAR BURKE	Mandated Services	INDEPENDENT LIVINGIN	STIPEND 0225	3/03/2025		3/14/2025	257412		836.00	
UNITED METHODIST FAMILY SE	Mandated Services	FOSTER CARE MAINT	112619-CL-00001	3/07/2025		3/14/2025	257413		836.00	
UNITED METHODIST FAMILY SE	Mandated Services	VEMAT	112619-CL-00002	3/07/2025		3/14/2025	257413		896.00	
UNITED METHODIST FAMILY SE	Mandated Services	LEVEL 2	112619-CL-00003	3/07/2025		3/14/2025	257413		4,116.00	
UNITED METHODIST FAMILY SE	Mandated Services	LEVEL 2	112619-CL-00005	3/07/2025		3/14/2025	257413		4,116.00	
UNITED METHODIST FAMILY SE	Mandated Services	GEN CURICULUM DAY	112619-CL-00007	3/07/2025		3/14/2025	257413		4,755.60	
TASKIDS INC/SPIRITOS SCHOO	Mandated Services	PRIV DAY SCHL/SPED	CSA-146	3/03/2025		3/14/2025	257411		10,988.00	
ELEXIS TRAVIS	Mandated Services	FAMILY FOSTER CARE	031225CJ	3/12/2025		3/27/2025	257541		164.85	
									97,140.00 *	
AMAZON CAPITAL SERVICES	Other Operation Expe	A118IWMQYRJMMT	1W14-K9Y3-RXVN	3/19/2025		3/27/2025	98		373.79	
									373.79 *	
						TOTAL			97,513.79	

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
** Library Administration **										
COAST TO COAST SOLUTIONS	Advertising	ORDER CCS25029005	IVC0115751	2/20/2025		3/20/2025	257421		250.21	
SOUTHERN COPIER SALES &	Advertising	TCC CONTRACT	INV012236	2/21/2025		3/27/2025	257519		5.45	
									255.66	*
SHENTEL	Telephone	464204-001 CREWE LIB	464204 0325	3/01/2025		3/13/2025	257390		53.86	
SHENTEL	Telephone	512845-001 BURK LIB	512845 0325	3/01/2025		3/13/2025	257390		32.70	
									86.56	*
SHENTEL	Internet Access / WE	464204-001 CREWE LIB	464204 0325	3/01/2025		3/13/2025	257390		80.00	
SHENTEL	Internet Access / WE	512845-001 BURK LIB	512845 0325	3/01/2025		3/13/2025	257390		85.00	
									165.00	*
AMAZON CAPITAL SERVICES	Office Supplies	ACCT A25L27P1Z1TFUJ	16GR-YXFJ-43HF	3/01/2025		3/20/2025	88		214.48	
JACQUELINE ZATAWESKI	Office Supplies	REIMBURSEMENT	REIMB 031025	3/10/2025		3/27/2025	257529		24.11	
									238.59	*
RED OWL CLEANING SVC, LLC	Custodial Services	ACCT 700-003 FEB 25	700-003 0325	3/04/2025		3/13/2025	257389		344.00	
									344.00	*
AMAZON CAPITAL SERVICES	Books & Periodicals	ACCT A25L27P1Z1TFUJ	16GR-YXFJ-43HF	3/01/2025		3/20/2025	88		1,163.65	
CENTER POINT LARGE PRINT	Books & Periodicals	LIBRARY BOOKS	2152541	3/01/2025		3/20/2025	257420		50.34	
CENTER POINT LARGE PRINT	Books & Periodicals	LIBRARY-BOOKS	2153522	2/12/2025		3/20/2025	257420		60.00	
JUNIOR LIBRARY GUILD	Books & Periodicals	BOOK SUBSCRIPTIONS	710052	3/18/2025		3/20/2025	90		1,056.17	
JACQUELINE ZATAWESKI	Books & Periodicals	BOOKS, DECORATIONS	REIMB 03182025	3/18/2025		3/20/2025	257423		39.00	
									2,369.16	*
OVERDRIVE, INC.	AV & Electronic Medi	AUDIO BOOKS	03100CO25090368	3/21/2025		3/27/2025	257515		180.13	
									180.13	*
AMAZON CAPITAL SERVICES	Summer Reading Progr	ACCT A25L27P1Z1TFUJ	16GR-YXFJ-43HF	3/01/2025		3/20/2025	88		22.79	
CAPITAL ONE	Summer Reading Progr	ACCT 635964	1661587936	3/19/2025		3/27/2025	257492		12.92	
JACQUELINE ZATAWESKI	Summer Reading Progr	BOOKS, DECORATIONS	REIMB 03182025	3/18/2025		3/20/2025	257423		3.95	
									39.66	*
JACQUELINE ZATAWESKI	Travel-Convention &	REIMBURSEMENT	REIMB 031025	3/10/2025		3/27/2025	257529		14.11	
									14.11	*
BRYON SAPP	Travel-Library Deliv	DELIVERIES FEB 2025	SAPP FEB 25	2/27/2025		3/20/2025	257419		434.00	
									434.00	*
JACQUELINE ZATAWESKI	Literacy Books & Sup	REIMBURSEMENT	REIMB 031025	3/10/2025		3/27/2025	257529		3.54	
									3.54	*
DE LAGE LANDEN	Library Equip/Comput	A 785537 50050595121	589478835	3/06/2025		3/20/2025	89		198.85	
									198.85	*
JESSICA FAAS	Contractual Services	ESOL PREP/INSTRUCT	FAAS 03042025	3/05/2025		3/20/2025	257424		62.50	
JESSICA FAAS	Contractual Services	ESOL PREP/INSTRUCT	FAAS 03172025	3/17/2025		3/20/2025	257424		62.50	
JESSICA FAAS	Contractual Services	ESOL PREP	031025	3/10/2025		3/27/2025	257501		62.50	
DEMETRIUS NELSON	Contractual Services	11.5 HRS FEB 2025	38	2/28/2025		3/20/2025	257422		416.00	
YOGA WITH COSIMA, LLC	Contractual Services	YOGA CLASSES	48	3/04/2025		3/20/2025	257426		75.00	
YOGA WITH COSIMA, LLC	Contractual Services	YOGA CLASS	49	3/10/2025		3/27/2025	257531		75.00	
YOGA WITH COSIMA, LLC	Contractual Services	YOGA CLASS	50	3/17/2025		3/20/2025	257426		75.00	
YOGA WITH COSIMA, LLC	Contractual Services	YOGA CLASSES	51	3/24/2025		3/27/2025	257531		75.00	
									903.50	*
MOBILE BEACON	Library Technology B	018521-20250311-1020	485897 485592	3/11/2025		3/20/2025	257425		240.00	
									240.00	*
DOLLYWOOD FOUNDATION	Imagination Library	VANOTTOWAY	04252966	4/01/2024		3/27/2025	257498		291.88	
									291.88	*
TOTAL									5,764.64	

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<u>VENDOR NAME</u>	<u>CHARGE TO</u>	<u>DESCRIPTION</u>	<u>INVOICE#</u>	<u>INVOICE DATE</u>	<u>PO#</u>	<u>CHECK DATE</u>	<u>CHECK#</u>	<u>\$\$</u>	<u>PAY</u>	<u>\$\$</u>
	** Planning **									
THE CREWE-BURKEVILLE	Advertising	ADVERTISING	100	2/28/2025		3/13/2025	85		440.00	
NOTTOWAY PUBLISHING CO.,	Advertising	ADVERTISING/OFF SUPP NOT PUBL 0225		2/28/2025		3/20/2025	94		436.00	
									876.00	*
GCR COMPANY	Telephone	CUST 8000004974	313627	3/01/2025		3/27/2025	103		47.98	
VERIZON WIRELESS	Telephone	ACCT 842030264-00001	6105764261	2/10/2025		3/13/2025	257395		49.29	
VERIZON WIRELESS	Telephone	ACC 842030264-00001	6108234704	3/10/2025		3/27/2025	257524		49.29	
									146.56	*
NOTTOWAY PUBLISHING CO.,	Office Supplies	ADVERTISING/OFF SUPP NOT PUBL 0225		2/28/2025		3/20/2025	94		77.72	
									77.72	*
						TOTAL			1,100.28	

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NOTTOWAY COUNTY  
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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
	** Economic Development **									
LOOPNET	Advertising	ACCT 285009971	121834209-1	3/04/2025		3/13/2025	257380		65.00	
									65.00	*
VIRGINIA TOBACCO REGION	UAV TROF Payment	TROF LOAN PROCEEDS	03252025	3/25/2025		3/27/2025	257526		16,012.00	
									16,012.00	*
						TOTAL			16,077.00	

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
NOTTOWAY COUNTY PUBLIC SCH	Interfund Transfer	MONTHLY APPROP.	FY 25-06	3/04/2025		3/26/2025	257480	706,331.21		
								706,331.21	*	
						TOTAL		706,331.21		
						FUND TOTAL		1,016,999.18		



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NOTTOWAY COUNTY  
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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
** Pickett General Property **										
UNITED SITE SERVICES OF MA	Repairs & Maintenanc	ACT 01704433	INV-5161789	2/28/2025		3/27/2025	101		85.00	
NORTHWEST ACE HARDWARE	Repairs & Maintenanc	CUST 242648 LRA	20128	2/18/2025		3/13/2025	257354		22.49	
NORTHWEST ACE HARDWARE	Repairs & Maintenanc	CUST 242648 LRA	20221	2/25/2025		3/13/2025	257364		13.49	
NORTHWEST ACE HARDWARE	Repairs & Maintenanc	CUST 243648	20634	3/19/2025		3/27/2025	257513		4.94	-
									116.04	*
NOTTOWAY COUNTY	Repairs & Maintenanc	LANDFILL JAN 2025	18379.0225	2/28/2025		3/13/2025	257355		329.28	
PRICE SUPPLY CO., INC.	Repairs & Maintenanc	ACCT NOT100	2503-C09175	3/18/2025		3/27/2025	257517		166.81	
									496.09	*
SOUTHSIDE ELECTRIC COOP	Electricity	110867004 PICK GP	110867004 0225	2/26/2025		3/13/2025	257359		327.86	
SOUTHSIDE ELECTRIC COOP	Electricity	110867007 PICK GP	110867007 0225	2/26/2025		3/13/2025	257359		323.12	
SOUTHSIDE ELECTRIC COOP	Electricity	110867008 PICK GP	110867008 0225	2/26/2025		3/13/2025	257359		112.90	
SOUTHSIDE ELECTRIC COOP	Electricity	110867029 PICK GP	110867029 0225	2/26/2025		3/13/2025	257360		26.29	
SOUTHSIDE ELECTRIC COOP	Electricity	110867037 PICK GP	110867037 0225	2/26/2025		3/13/2025	257360		26.39	
SOUTHSIDE ELECTRIC COOP	Electricity	ACCT 110867037	110867037 0325	3/12/2025		3/27/2025	257520		11.27	
SOUTHSIDE ELECTRIC COOP	Electricity	110867038 PICK GP	110867038 0225	2/26/2025		3/13/2025	257360		32.32	
SOUTHSIDE ELECTRIC COOP	Electricity	110867040 PICK GP	110867040 0225	2/26/2025		3/13/2025	257360		135.53	
SOUTHSIDE ELECTRIC COOP	Electricity	ACCT 110867040	110867040 0325	3/12/2025		3/27/2025	257520		50.80	
									1,046.48	*
KENBRIDGE OIL CO., INC.	Utilities	LRA BLDG 437	174891	2/21/2025		3/13/2025	257353		856.46	
KENBRIDGE OIL CO., INC.	Utilities	LRA BLDG 443	174896	2/24/2025		3/13/2025	257353		680.00	
PARKER OIL CO.	Utilities	ACCT 72192G LRA	150393	2/12/2025		3/13/2025	257356		424.26	
PARKER OIL CO.	Utilities	ACCOUNT 72192G-5	178328	3/12/2025		3/27/2025	257512		383.52	
VIRGINIA UTILITY PROTECTIO	Utilities	LRA NCO118	02250351	2/28/2025		3/13/2025	257363		17.25	
									2,361.49	*
TOWN OF BLACKSTONE	Water & Sewer	ACCT 17109 PICKET GP	17109 0325	3/01/2025		3/13/2025	257361		79.37	
TOWN OF BLACKSTONE	Water & Sewer	ACCT 6043 PICKETT GP	6043 0325	3/01/2025		3/13/2025	257361		79.37	
TOWN OF BLACKSTONE	Water & Sewer	ACCT 6051 PICKETT GP	6051 0325	3/01/2025		3/13/2025	257361		79.37	
TOWN OF BLACKSTONE	Water & Sewer	ACCT 8362 PICKETT GP	8362 0325	3/01/2025		3/13/2025	257362		79.37	
									317.48	*
BRIGHTSPEED	Telephone	ACCT 467748170 LRA	467748170 0225	2/12/2025		3/13/2025	79		154.08	
VERIZON WIRELESS	Telephone	ACCT 842030264-00001	6105764261	2/10/2025		3/13/2025	257395		49.29	
VERIZON WIRELESS	Telephone	ACC 842030264-00001	6108234704	3/10/2025		3/27/2025	257524		49.29	
									252.66	*
CARD SERVICES CENTER	IT/Internet	0221 ADMIN ACCOUNT	0221 0325	3/10/2025		3/27/2025	257491		999.00	
									999.00	*
EPES SUPPLY CO.	Repairs & Maintenanc	LRA TIRE REPAIR	74866 LRA	2/06/2025		3/13/2025	257349		25.00	
									25.00	*
JOHN W. HILL	Travel - Mileage	MILEAGE JAN/FEB 2025	REIMB 02272025	2/27/2025		3/13/2025	257352		284.90	
									284.90	*
LEE SIMMONS SIGNATURE REAL	Economic Development	COMPARIBLE MARKET	LEE 031224	3/12/2024		3/27/2025	257511		150.00	
									150.00	*
						TOTAL			6,049.14	

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NOTTOWAY COUNTY  
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** Pickett Park Lodge **										
AMAZON CAPITAL SERVICES	Equipment Repairs &	ACCT A118IWMQYRJMMT	1GQ4-V1GV-394F	3/03/2025		3/13/2025	78		7.99-	
HD SUPPLY	Equipment Repairs &	CUST 16122821 LODGE	9233846059	1/31/2025		3/13/2025	257351		46.78	
									38.79	*
NOTTOWAY COUNTY	Facilities Repairs &	LANDFILL JAN 2025	18379 0225	2/28/2025		3/13/2025	257355		35.00	
NORTHWEST ACE HARDWARE	Facilities Repairs &	CUST 242648 LODGE	19888	2/04/2025		3/13/2025	257354		24.08	
NORTHWEST ACE HARDWARE	Facilities Repairs &	CUST 242648 LODGE	19894	2/04/2025		3/13/2025	257354		22.47	
NORTHWEST ACE HARDWARE	Facilities Repairs &	CUST 242648 LODGE	19903	2/05/2025		3/13/2025	257354		7.73	
NORTHWEST ACE HARDWARE	Facilities Repairs &	CUST 242648 LODGE	19919	2/05/2025		3/13/2025	257354		9.89	
NORTHWEST ACE HARDWARE	Facilities Repairs &	CUST 242648 LODGE	19935	2/06/2025		3/13/2025	257354		5.39	
NORTHWEST ACE HARDWARE	Facilities Repairs &	CUST 242648 LODGE	20241	2/26/2025		3/13/2025	257364		2.69	
NORTHWEST ACE HARDWARE	Facilities Repairs &	CUST 242648 LODGE	20246	2/26/2025		3/13/2025	257364		14.39	
NORTHWEST ACE HARDWARE	Facilities Repairs &	CUST 242648 LODGE	20274	2/27/2025		3/13/2025	257364		5.74	
NORTHWEST ACE HARDWARE	Facilities Repairs &	CUST 242648 LODGE	20341	3/04/2025		3/13/2025	257364		24.27	
NORTHWEST ACE HARDWARE	Facilities Repairs &	CUST 242648 LODGE	20355	3/04/2025		3/13/2025	257364		24.45	
NORTHWEST ACE HARDWARE	Facilities Repairs &	CUST 242648 LODGE	20366	3/05/2025		3/13/2025	257364		6.29	
NORTHWEST ACE HARDWARE	Facilities Repairs &	ACCT 242648	20488	3/12/2025		3/27/2025	257513		7.73	
PRICE SUPPLY CO., INC.	Facilities Repairs &	ACCT NOT100-BLDG 424	ORD 2502-C07754	2/27/2025		3/13/2025	257357		226.80	
									416.92	*
SOUTHSIDE ELECTRIC COOP	Electricity	ACCT 110867003 LODGE	110867003 0225	2/26/2025		3/13/2025	257359		1,045.30	
SOUTHSIDE ELECTRIC COOP	Electricity	ACCT 110867022 LODGE	110867022 0225	2/26/2025		3/13/2025	257359		909.51	
SOUTHSIDE ELECTRIC COOP	Electricity	ACCT 110867024 LODGE	110867024 0225	2/26/2025		3/13/2025	257359		1,412.70	
SOUTHSIDE ELECTRIC COOP	Electricity	ACCT 110867025 LODGE	110867025 0225	2/26/2025		3/13/2025	257359		1,537.13	
SOUTHSIDE ELECTRIC COOP	Electricity	ACCT 110867026 LODGE	110867026 0225	2/26/2025		3/13/2025	257359		1,537.90	
									6,442.54	*
PARKER OIL CO.	HVAC - Repair/Replac	ACCT 72192G LODGE	145245	2/07/2025		3/13/2025	257356		306.05	
PARKER OIL CO.	HVAC - Repair/Replac	ACCT 72192G LODGE	165207	2/27/2025		3/13/2025	257356		262.84	
									568.89	*
TOWN OF BLACKSTONE	Water & Sewer	ACCT 13693 LODGE	13693 0325	3/01/2025		3/13/2025	257361		97.87	
TOWN OF BLACKSTONE	Water & Sewer	ACCT 13948 LODGE	13948 0325	3/01/2025		3/13/2025	257361		79.37	
TOWN OF BLACKSTONE	Water & Sewer	ACCT 6047 LODGE	6047 0325	3/01/2025		3/13/2025	257361		145.47	
TOWN OF BLACKSTONE	Water & Sewer	ACCT 6048 LODGE	6048 0325	3/01/2025		3/13/2025	257361		187.77	
TOWN OF BLACKSTONE	Water & Sewer	ACCT 6052 LODGE	6052 0325	3/01/2025		3/13/2025	257361		251.23	
									761.71	*
DIRECTV	Telephone/Cable	ACCT 032746815-LRA	32746815X250305	3/05/2025		3/13/2025	257347		187.74	
SHENTEL	Telephone/Cable	ACCT 179616-001 LRA	179616 0325	3/02/2025		3/13/2025	257358		1,698.92	
									1,886.66	*
AMAZON CAPITAL SERVICES	Custodial Supplies	ACCT A118IWMQYRJMMT	1LFC-Q9JY-C7XJ	3/03/2025		3/13/2025	78		27.98	
									27.98	*
CHRISTOPHER LAMBERT	Deposit Refunds	KEY DEPOSIT REFUND	CL REFUND 0325	3/20/2025		3/27/2025	257544		20.00	
CHRISTIAN SMITH	Deposit Refunds	KEY DEPOSIT REFUND	CS REFUND 0325	3/19/2025		3/27/2025	257543		20.00	
									40.00	*
TOTAL									10,183.49	

4/08/2025  
AP375  
FUND # - 204

FROM DATE- 3/01/2025  
TO DATE- 3/31/2025

ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 081330 \*\* Pickett Officer's Club \*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
	** Pickett Officer's Club **									
AMAZON CAPITAL SERVICES	Equipment Repairs &	ACCT A118IWMQYRJMMT	1LFC-Q9JY-C7XJ	3/03/2025		3/13/2025	78	419.99		
								419.99	*	
FARMVILLE WHOLESALE ELECTR	Facilities Repairs &	ACCT 2823400 LRA	808260	2/28/2025		3/13/2025	257350	78.00		
NORTHWEST ACE HARDWARE	Facilities Repairs &	ACCT 242648	20617	3/19/2025		3/27/2025	257513	21.22		
								99.22	*	
SOUTHSIDE ELECTRIC COOP	Electricity	ACCT 110867023 OFC	110867023 0225	2/26/2025		3/13/2025	257359	1,626.49		
SOUTHSIDE ELECTRIC COOP	Electricity	ACCT 110867035 OFC	110867035 0225	2/26/2025		3/13/2025	257360	46.48		
								1,672.97	*	
TOWN OF BLACKSTONE	Water & Sewer	ACCT 7306 OFC CLUB	7306 0325	3/01/2025		3/13/2025	257362	169.70		
								169.70	*	
NORTHWEST ACE HARDWARE	Custodial Supplies	CUST 242648	20625	3/19/2025		3/27/2025	257513	27.51		
								27.51	*	
						TOTAL		2,389.39		

4/08/2025  
AP375  
FUND # - 204

FROM DATE- 3/01/2025  
TO DATE- 3/31/2025

ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 081340 \*\* Bowling Center \*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
	** Bowling Center **									
NORTHWEST ACE HARDWARE	Equipment Repairs &	CUST 242648	20596	3/18/2025		3/27/2025	257513	75.49		
								75.49	*	
SOUTHSIDE ELECTRIC COOP	Electricity	ACCT 23043009 LRA	23043009 0325	3/05/2025		3/13/2025	257360	807.71		
								807.71	*	
TOWN OF BLACKSTONE	Water & Sewer	ACCT 17147 BOWL ALLY	17147 0325	3/01/2025		3/13/2025	257361	79.37		
								79.37	*	
						TOTAL		962.57		

4/08/2025  
AP375  
FUND # - 204

FROM DATE- 3/01/2025  
TO DATE- 3/31/2025

ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 081350 \*\* Small Business Incubator \*\*

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<u>VENDOR NAME</u>	<u>CHARGE TO</u>	<u>DESCRIPTION</u>	<u>INVOICE#</u>	<u>INVOICE DATE</u>	<u>PO#</u>	<u>CHECK DATE</u>	<u>CHECK#</u>	<u>\$\$</u>	<u>PAY</u>	<u>\$\$</u>
	** Small Business Incubator **									
DODSON PEST CONTROL	Facilities Repairs & ACCT P04-612801		4-612801-021225	2/07/2025		3/13/2025	257348	100.00		
								100.00	*	
SOUTHSIDE ELECTRIC COOP	Electricity	500300002 SBI-PIC PK	500300002 0225	2/26/2025		3/13/2025	257360	1,123.59		
SOUTHSIDE ELECTRIC COOP	Electricity	ACCT 500300003 SBI	500300003 0225	2/26/2025		3/13/2025	257360	28.46		
								1,152.05	*	
TOWN OF BLACKSTONE	Water & Sewer	ACCT 6710 SBI	6710 0325	3/01/2025		3/13/2025	257361	79.37		
								79.37	*	
						TOTAL		1,331.42		

4/08/2025  
AP375  
FUND # - 204

FROM DATE- 3/01/2025  
TO DATE- 3/31/2025

ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 081360 \*\* Campground \*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
** Campground **										
NOTTOWAY COUNTY	Facilities - Repairs	LANDFILL JAN 2025	18379			2/28/2025	3/13/2025	257355	164.08	
NORTHWEST ACE HARDWARE	Facilities - Repairs	CUST 242648 CAMPGRND	20323			3/03/2025	3/13/2025	257364	17.98	
NORTHWEST ACE HARDWARE	Facilities - Repairs	CUST 242648 CAMPGRND	20324			3/03/2025	3/13/2025	257364	6.30	
NORTHWEST ACE HARDWARE	Facilities - Repairs	CUST 242648 CAMPGRND	20326			3/03/2025	3/13/2025	257364	25.19	
NORTHWEST ACE HARDWARE	Facilities - Repairs	CUST 242648	20509			3/12/2025	3/27/2025	257513	26.61	
NORTHWEST ACE HARDWARE	Facilities - Repairs	ACCT 242648	20528			3/13/2025	3/27/2025	257513	31.65	
NORTHWEST ACE HARDWARE	Facilities - Repairs	CUST 242648	20535			3/13/2025	3/27/2025	257513	29.98	
									301.79	*
SOUTHSIDE ELECTRIC COOP	Electricity	ACCT 110867020 CAMP	110867020	0225		2/26/2025	3/13/2025	257359	1,745.45	
SOUTHSIDE ELECTRIC COOP	Electricity	ACCT 110867028 CAMP	110867028	0225		2/26/2025	3/13/2025	257360	815.68	
									2,561.13	*
TOWN OF BLACKSTONE	Water & Sewer	ACCT 7139 CAMPGROUND	7139	0325		3/01/2025	3/13/2025	257362	672.94	
									672.94	*
							TOTAL		3,535.86	
							FUND TOTAL		24,451.87	

4/08/2025  
AP375  
FUND # - 212

FROM DATE- 3/01/2025  
TO DATE- 3/31/2025

ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 031040

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
GCR COMPANY	PSAP Maintenance	CUST 8000004974	313626	3/01/2025		3/27/2025	103		546.25	
KING-MOORE, INC	PSAP Maintenance	GIS MAPPING SERVICES	4786	3/14/2025		3/27/2025	257532		2,775.00	
CAROUSEL INDUSTRIES OF	PSAP Maintenance	ACCT SO380165	IN638333	2/24/2025	70	3/20/2025	92		3,846.15	
									7,167.40	*
KORMAN SIGNS, INC.	E911 Sign Maintenanc	CUST NOT010	399970	3/14/2025		3/20/2025	257441		213.90	*
									213.90	*
CTA CONSULTANTS LLC	Capital Outlay - Rad	PUBLIC SAFETY COMM	1028	2/03/2025		3/13/2025	257370		15,000.00	
									15,000.00	*
AT&T	Wireless Communicati	ACCT 8310011553032	2871979901	2/16/2025		3/13/2025	257366		4,292.34	*
									4,292.34	*
SOUTHSIDE ELECTRIC COOP	Wireless Equipment	ACCT 525666001	525666001 0325	3/12/2025		3/27/2025	257520		34.20	*
									34.20	*
						TOTAL			26,707.84	
						FUND TOTAL			26,707.84	

4/08/2025  
AP375  
FUND # - 214

FROM DATE- 3/01/2025  
TO DATE- 3/31/2025

ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 042040 \*\* Solid Waste Management \*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
** Solid Waste Management **										
CATERPILLAR FINANCIAL SERV	Equipment Repairs &	CUST 4423789 LF	36646077	3/05/2025		3/13/2025	257367	5,445.59		
CATERPILLAR FINANCIAL SERV	Equipment Repairs &	CUST 4423789	36702770	3/18/2025		3/27/2025	257490	4,861.38		
CATERPILLAR FINANCIAL SERV	Equipment Repairs &	CUST 4423789	36720186	3/24/2025		3/27/2025	257490	8,114.76		
NORTHWEST ACE HARDWARE	Equipment Repairs &	ACCT 242648 LF	19759	1/25/2025		3/20/2025	257443	2.88		
NORTHWEST ACE HARDWARE	Equipment Repairs &	CUST 242648	20524	3/13/2025		3/27/2025	257513	7.19		
								18,431.80	*	
TOWN OF BLACKSTONE	Leachate Hauling/Tre	ACCT 3981 LEACHATE	3981 0325	3/01/2025		3/13/2025	257393	1,280.00		
THOMPSON TRUCKING, INC.	Leachate Hauling/Tre	LEACHATE HAULING	152732	3/12/2025		3/27/2025	257536	1,350.00		
								2,630.00	*	
AMAZON CAPITAL SERVICES	Maintenance - Buildi	ACCT A118IWMQYRJMMT	1TGX-TMPX-LG4G	2/18/2025		3/13/2025	80	88.08		
AMAZON CAPITAL SERVICES	Maintenance - Buildi	ACCT A118IWMQYRJMMT	1VFD-JRDX-71R7	2/25/2025		3/13/2025	80	124.99		
								213.07	*	
UNITED SITE SERVICES OF MA	Contracted Svcs-Engi	ACT 01704433	INV-5156297	2/28/2025		3/27/2025	101	170.00		
UNITED SITE SERVICES OF MA	Contracted Svcs-Engi	ACT 01704433	INV-5159723	2/28/2025		3/27/2025	101	85.00		
UNITED SITE SERVICES OF MA	Contracted Svcs-Engi	ACT 01704433	INV-5161617	2/28/2025		3/27/2025	101	85.00		
UNITED SITE SERVICES OF MA	Contracted Svcs-Engi	ACT 01704433	INV-5162082	2/28/2025		3/27/2025	101	85.00		
UNITED SITE SERVICES OF MA	Contracted Svcs-Engi	ACT 01704433	INV-5162439	2/28/2025		3/27/2025	101	85.00		
UNITED SITE SERVICES OF MA	Contracted Svcs-Engi	ACT 01704433	INV-5162528	2/28/2025		3/27/2025	101	85.00		
TRC	Contracted Svcs-Engi	ACCT 2232037090	138097	2/26/2025		3/27/2025	106	4,750.00		
TRC	Contracted Svcs-Engi	ACCT 2232037090	138520	3/10/2025		3/27/2025	106	1,363.50		
								6,708.50	*	
CREATIVE INFO SYSTEMS	IT/DATA PROCESSING	CUST C2534	INV-013479	3/21/2025		3/27/2025	257495	1,761.00		
								1,761.00	*	
DOMINION ENERGY VIRGINIA	Utilities	ACCT 002799777400	2799777400 0325	3/17/2025		3/27/2025	257497	118.58		
SOUTHSIDE ELECTRIC COOP	Utilities	ACCT 23043001 LF	23043001 0325	3/05/2025		3/13/2025	257392	92.34		
SOUTHSIDE ELECTRIC COOP	Utilities	ACCT 23043002 LF	23043002 0225	2/26/2025		3/13/2025	257392	90.31		
SOUTHSIDE ELECTRIC COOP	Utilities	ACCT 23043004 LF	23043004 0225	2/26/2025		3/13/2025	257392	288.81		
SOUTHSIDE ELECTRIC COOP	Utilities	ACCT 23043005 LF	23043005 0225	2/26/2025		3/13/2025	257392	128.76		
SOUTHSIDE ELECTRIC COOP	Utilities	ACCT 23043006 LF	23043006 0225	2/26/2025		3/13/2025	257392	153.10		
SOUTHSIDE ELECTRIC COOP	Utilities	ACCT 23043007 LF	23043007 0225	2/26/2025		3/13/2025	257392	106.81		
SOUTHSIDE ELECTRIC COOP	Utilities	ACCT 23043008 LF	23043008 0225	2/26/2025		3/13/2025	257392	74.86		
SOUTHSIDE ELECTRIC COOP	Utilities	ACCT 23043012 LF	23043012 0225	2/26/2025		3/13/2025	257392	139.24		
								1,192.81	*	
VERIZON WIRELESS	Telephone	ACCT 842030264-00001	6105764261	2/10/2025		3/13/2025	257395	40.01		
VERIZON WIRELESS	Telephone	ACC 842030264-00001	6108234704	3/10/2025		3/27/2025	257524	40.01		
								80.02	*	
AMAZON CAPITAL SERVICES	Office Supplies	A118IWMQYRJMMT	1MT6-MH4C-F4V7	3/15/2025		3/27/2025	98	156.32		
NORTHWEST ACE HARDWARE	Office Supplies	CUST 242648	20614	3/19/2025		3/27/2025	257513	66.55		
								222.87	*	
EPES SUPPLY CO.	Vehicle Repairs & Ma	LF PETERBILT TIRE	730389	2/21/2025		3/13/2025	257377	400.00		
EPES SUPPLY CO.	Vehicle Repairs & Ma	LF PICKUP ARISUN	74852	2/05/2025		3/13/2025	257377	350.00		
EPES SUPPLY CO.	Vehicle Repairs & Ma	LF PETERBILT TIRE	74883	2/10/2025		3/13/2025	257377	400.00		
WRIGHT AUTO SUPPLY	Vehicle Repairs & Ma	ACCT 2350 LF	920670	2/07/2025		3/13/2025	257398	7.04		
WRIGHT AUTO SUPPLY	Vehicle Repairs & Ma	ACCT 2350 LF	922283	2/21/2025		3/13/2025	257398	47.94		
								1,204.98	*	
PARKER OIL CO.	Vehicle Fuel	CUST 61515F-5	158838	3/03/2025		3/27/2025	257512	1,285.49		



4/08/2025  
AP375  
FUND # - 214

FROM DATE- 3/01/2025  
TO DATE- 3/31/2025

ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 042040 \*\* Solid Waste Management \*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
PARKER OIL CO.	Vehicle Fuel	CUST 61515F-5	166748	3/11/2025		3/27/2025	257512	1,223.00		
PARKER OIL CO.	Vehicle Fuel	CUST 61515F-5	172555	3/17/2025		3/27/2025	257512	834.92		
PARKER OIL CO.	Vehicle Fuel	CUST 61515F-5	180026	3/24/2025		3/27/2025	257512	868.09		
PARKER OIL CO.	Vehicle Fuel	ACCT 61515F LF	892729	6/10/2024		3/13/2025	257386	11.83		
								4,223.33	*	
CINTAS CORPORATION #143	Uniforms	PAYER 14383311 LF	4220552878	2/10/2025		3/13/2025	257368	355.94		
CINTAS CORPORATION #143	Uniforms	PAYER 14383311 LF	4221295546	2/17/2025		3/13/2025	257368	355.94		
CINTAS CORPORATION #143	Uniforms	PAYER 14383311 LF	4222035798	2/24/2025		3/13/2025	257368	305.59		
								1,017.47	*	
EMANUEL TIRE MANAGEMENT	Tire Recycling	TIRES	ETAP-WP2700	3/10/2025		3/27/2025	257499	1,636.20		
								1,636.20	*	
						TOTAL		39,322.05		
						FUND TOTAL		39,322.05		

4/08/2025  
AP375  
FUND # - 280

FROM DATE- 3/01/2025  
TO DATE- 3/31/2025

ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 043100 \*\* General Engineering/Admin \*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
** General Engineering/Admin **										
SOLEX ARCHITECTURE, INC.	ARPA - Animal Shelte	SHELTER DESIGN	2141	3/14/2025		3/27/2025	257539	2,917.50		
								2,917.50	*	
						TOTAL		2,917.50		

4/08/2025  
AP375  
FUND # - 280

FROM DATE- 3/01/2025  
TO DATE- 3/31/2025

ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 081300 \*\*Redevelopment and Housing \*\*

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<u>VENDOR NAME</u>	<u>CHARGE TO</u>	<u>DESCRIPTION</u>	<u>INVOICE#</u>	<u>INVOICE DATE</u>	<u>PO#</u>	<u>CHECK DATE</u>	<u>CHECK#</u>	<u>\$\$</u>	<u>PAY</u>	<u>\$\$</u>
STEPS INCORPORATED		**Redevelopment and Housing ** Steps Homeless Shelt HOMELESS SHELTER	FY25 SHELTER	2/25/2025		3/27/2025	257521	75,000.00		
								75,000.00	*	
						TOTAL		75,000.00		

4/08/2025  
AP375  
FUND # - 280

FROM DATE- 3/01/2025  
TO DATE- 3/31/2025

ACCOUNTS PAYABLE LIST  
NOTTOWAY COUNTY  
DEPT # - 081500 \*\*Economic Development\*\*

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VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	CHECK#	\$\$	PAY	\$\$
<b>**Economic Development**</b>										
WEST PIEDMONT PLANNING	ARPA - Broadband	CUST NOTT -VATI22	INV-1024 NC.22	1/31/2025		3/27/2025	257527	283,974.30		
WEST PIEDMONT PLANNING	ARPA - Broadband	VATI23-NOTT COUNTY	INV-1026 NC 23	1/31/2025		3/13/2025	257397	31,271.80		
								315,246.10	*	
TOTAL								315,246.10		
FUND TOTAL								393,163.60		
TOTAL DUE								1,500,644.54		

Approved at meeting of \_\_\_\_\_ on \_\_\_\_\_.

Signed \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

# Commonwealth Regional Council

## March 2025 Items of Interest

L-1

### Upcoming Funding Opportunities:

- **Centra Community Grant**
  - Opens 4/1/2025
  - Closes 5/15/2025
- **DHCD, Industrial Revitalization Fund**
  - Opens 4/1/2025
- **VA Housing, Accessibility Grant FY 25**
  - Closes 5/31/2025
- **VA Housing, Community Impact Planning Grant**
  - Closes 5/31/2025
- **VA Housing, Community Impact Stabilization & Deconstruction**
  - Closes 5/31/2025
- **VA Housing, Capacity Building Grant**
  - Closes 5/31/2025

### Grant Assistance:

- Applications were submitted to the Sentara grant program for Crossroads Services to purchase generators and for Charlotte County Meals on Wheels to expand service and provide five meals a week to all clients.
- A regional grant was submitted to the Virginia Tobacco Region Revitalization Commission to help towns pursue historic designations and catalog vacant buildings in the BOOMS database.
- The CRC applied for funding through the Virginia Housing Regional Housing Program to build 10 homes across Buckingham County, Farmville, Keysville, and Crewe, through a partnership with Piedmont Habitat for Humanity
- A TRRC grant application was submitted to support branding and communications for Virginia's Heartland Regional Economic Development Alliance.
- An application to the Virginia Outdoor Foundation's Preservation Trust Fund was submitted to support restoration work at the Keysville Reservoir, including a regaveled parking lot and new boat landing.

*The CRC provides free grant writing services for member localities and local 501C3 non-profits.*

### Connected America Conference

CRC's Ethan Bowman attended the Connected America Conference in Dallas, Texas, which focused on broadband expansion, digital equity, and emerging infrastructure technologies. The event provided valuable insights that will help guide CRC's work on broadband access across the region.



### CRC Hosts Regional Water Supply Plan Meeting

The CRC hosted the kickoff meeting for the Roanoke River 3 Regional Water Supply Plan on March 20th. DEQ staff presented updates on regulatory changes, planning elements, and the long-term coordination needed to ensure sustainable water resources in the region.

### Affordable Workforce Housing – Homes Set in Keysville

All five homes along Ashley Way in Keysville have been set and are now being completed by contractors. This milestone is part of CRC's ongoing partnership with Piedmont Habitat for Humanity and Virginia Housing to expand affordable housing in the region.



### Crewe Downtown Revitalization Planning Grant

The Town of Crewe held its first public hearing on March 3rd in preparation for the CBDG Downtown Revitalization grant application process. A second public hearing is scheduled for April 14th. CRC continues to support the Town in its revitalization efforts.

### Lunenburg/Kenbridge/Victoria Joint Comprehensive Plan Approved

The final draft of the Joint Comprehensive Plan was officially approved Town Councils of Victoria & Kenbridge, and the Lunenburg County Board of Supervisors.

## Reporting of Patients Serviced February 2025

Program Name	County	Number of Face-to-Face Services	Patients Served	Patient Gender		Number of Children 17 and under	Number of Seniors 65 and above	Number of Veterans
				F	M			
Emergency Services	Nottoway	2	2	2	0	2	0	0
Evaluation / Assessment	Nottoway	11	8	5	3	2	0	1
Medical Services	Nottoway	0	0	0	0	0	0	0
Mental Health Case Management	Nottoway	200	92	55	37	14	9	1
Mental Health Outpatient	Nottoway	93	41	30	11	11	2	1
Mental Health Skill Building	Nottoway	30	5	3	2	0	1	0
Substance Use Case Management	Nottoway	6	3	1	2	0	0	0
Substance Use Outpatient	Nottoway	42	14	8	6	0	0	0
Town House Psychosocial Rehabilitation	Nottoway	39	5	1	4	0	1	0
<b>Unduplicated Totals: All Clinical Programs</b>	<b>Nottoway</b>	<b>423</b>	<b>170</b>	<b>105</b>	<b>65</b>	<b>29</b>	<b>13</b>	<b>3</b>

*\*Face-to-Face Services are reported as services where Crossroads staff provides a service directly to a patient, except:*

*a.) Emergency Services are reported as Preadmission Screenings related to possible psychiatric hospitalization, and*

*b.) Town House Psychosocial Rehabilitation services are reported as Days of Attendance at the Program Location*

**Steve Bowen**

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**From:** Bobbi Rodriguez <brodriguez@ampliform.com>  
**Sent:** Wednesday, March 19, 2025 9:57 AM  
**To:** Steve Bowen  
**Cc:** Tito Anyanwu  
**Subject:** Dominion Work Session Clarification

Hi Mr. Bowen,

My name is Bobbi and I work for a solar developer called Ampliform.

I wanted to follow up after the work session with Dominion to provide some clarification regarding project oversight and our expected timeline. The timeline Dominion provided aligns more with a project that is just entering the interconnection queue, whereas our project is significantly further along. Additionally, I'd like to lay out some information that could be helpful in providing context for a transmission/PJM project like Rocky Ford.

**Project Status & Timeline**

We entered the interconnection queue in 2023 and remain on track to have our interconnection agreement with PJM finalized by the end of 2025. Once the agreement is in place, Dominion will have three years (from the end of 2025) to complete necessary substation upgrades.

During that same period, we will be constructing the site, ensuring no unnecessary delays. If we obtain a Conditional Use Permit this year, we will remain on track to begin construction in 2027 and achieve operational status by 2028.

**Role of Dominion vs. PJM**

PJM is the regional transmission organization (RTO) that oversees the electric grid and manages the interconnection process. PJM determines what upgrades are needed for new projects and assigns responsibilities. Dominion owns and operates the transmission infrastructure (such as substations) but does not have decision-making authority over project approvals. Dominion is only responsible for implementing the upgrades that PJM requires.

Dominion does not control whether projects get approved—PJM oversees the process. Likewise, Dominion is only responsible for upgrading infrastructure as required by PJM.

We do also have a good relationship with Dominion as we continue to develop projects in their service territory. We are familiar with their requirements and standards and do develop our projects to meet those standards where necessary.

**Community Support**

We're open to further discussions on how we can collaborate with the county, including potential ways to support the Courthouse debt service such as front-loading siting agreements etc.

Please let me know if you have any questions or would like to set up a time to go over any of these details further.

Thanks!

**Bobbi Rodriguez (she/her)**

Project Development Manager – Utility Scale Development



Renewable Energy, Optimized

Originate - Develop - Construct - Operate

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DEPARTMENT OF THE ARMY  
VIRGINIA ARMY NATIONAL GUARD  
6090 STRATHMORE ROAD, BUILDING 430  
RICHMOND, VIRGINIA 23237-1103

March 18, 2025

Facilities Engineering and Management

SUBJECT: Virginia Army National Guard (VaARNG) Programmatic Agreement (PA) for Cultural Resources Management at Properties throughout Virginia.

Nottoway County  
ATTN: Mr. Stephen W. Bowen, County Administrator  
P.O. Box 92  
Nottoway, Virginia 23955

Dear Mr. Bowen:

The Virginia Army National Guard (VAARNG) has a state and federal mission, which includes military training and related programs and activities on properties located throughout the Commonwealth, and is responsible for the management of diverse cultural resources at these properties. The VAARNG is updating a programmatic agreement (PA) in consultation with the Advisory Council on Historic Preservation and the Virginia Department of Historic Resources, for the management and treatment of historic properties located at VAARNG facilities. Implementation of the PA will meet VAARNG's responsibilities under Section 106 of the National Historic Preservation Act of 1966, as amended, while streamlining procedures and implementing programmatic efficiencies governing actions involving archaeological, architectural, and cultural resources.

Properties covered under the proposed PA include Maneuver Training Center Fort Barfoot (MTC Fort Barfoot) located in Brunswick, Dinwiddie, and Nottoway counties, Waller Depot in Henrico County, the Combined Support Maintenance Shop (CSMS) at Defense Supply Center Richmond (DSCR) in Chesterfield County, Sandston Army Aviation Support Facility (AASF) in Henrico County, State Military Reservation Camp Pendleton (SMR Camp Pendleton) in the City of Virginia Beach, and Readiness Centers (RC facilities) and Field Maintenance Shops (FMS facilities) across the Commonwealth. Appendix A in the draft PA includes maps of the facilities covered under the proposed PA.

The VAARNG seeks public input in this process in accordance with 36 CFR 800.2(c)(5), and has enclosed a copy of the draft PA for your review. If you have questions or have any comments on the draft PA, please let us know within thirty (30) calendar days of receipt of this letter, by contacting Dr. Lisa Vaughan Jordan, VDMA-VAARNG Cultural Resources Program Manager, by telephone at 804-605-0034, by email at [lisa.v.jordan.nfg@army.mil](mailto:lisa.v.jordan.nfg@army.mil), or by mail at NGVA-FMO-ENV, Building 1484, Fort

NGVA-ZA

SUBJECT: Virginia Army National Guard Programmatic Agreement

Barfoot, Blackstone, Virginia 23824. We look forward to hearing from you about your interest in this initiative.

Sincerely,

MASON.ROBERT .  
PAUL.1245983103

Digitally signed by  
MASON.ROBERT.PAUL.124598  
3103  
Date: 2025.03.19 19:25:32 -04'00'

COL ROBERT P. "BEAU" MASON  
Construction & Facilities Management Officer  
ACofS, VaARNG  
Facilities, Engineering and Management

**PROGRAMMATIC AGREEMENT AMONG  
THE VIRGINIA ARMY NATIONAL GUARD, THE NATIONAL GUARD BUREAU,  
VIRGINIA STATE HISTORIC PRESERVATION OFFICE, AND THE ADVISORY  
COUNCIL ON HISTORIC PRESERVATION  
REGARDING ROUTINE OPERATIONS, MAINTENANCE, DEVELOPMENT, AND  
TRAINING ACTIONS AT VIRGINIA ARMY NATIONAL GUARD PROPERTIES  
THROUGHOUT VIRGINIA**

**WHEREAS**, the Virginia Army National Guard (VAARNG) intends to continue to coordinate and administer an ongoing program of operation, maintenance, development, and military training (Program); and

**WHEREAS**, the National Guard Bureau (NGB), as set forth at Department of Defense (DoD) Directive 5105.77, National Guard Bureau, is a Federal Agency and provides federal funding to the VAARNG, to carry out projects under the Program on both federal and state owned facilities, and the VAARNG plans to carry out the activities pursuant to Army Regulations, thereby making the projects undertakings as defined in 36 CFR § 800.16(y) subject to review under Section 106 of the National Historic Preservation Act (NHPA), 54 USC § 306108, and its implementing regulations 36 CFR § 800; and

**WHEREAS**, this Programmatic Agreement (Agreement) applies to all individual projects associated with operation, maintenance and repair activities, including but not limited to, those funded by Military Construction (hereinafter MILCON), Sustainable Range Program (SRP), Sustainment Restoration and Modernization (hereinafter SRM), and Unidentified Minor Military Construction Army (hereinafter UMMCA) initiatives or other reimbursable funding such as maintenance reserve or general fund state monies; and

**WHEREAS**, the VAARNG has defined the Area of Potential Effects (APE) for the purposes of this Agreement as all lands and facilities owned, operated, occupied, or maintained by the VAARNG as illustrated on maps and listed in Appendix A, "Area of Potential Effects"; and

**WHEREAS**, the VAARNG has determined that the development of an Agreement, in accordance with 36 CFR § 800.14(b)(1)(i), is warranted because the effects on historic properties are similar and repetitive and because of the routine nature of many actions that are part of the ongoing management and operation of all lands and facilities owned, operated, occupied, or maintained by VAARNG; and

**WHEREAS**, the VAARNG follows the identification and assessment steps in Section 106 of the National Historic Preservation Act (NHPA) to consider the effects of federally funded projects on historic properties; and

**WHEREAS**, the VAARNG has determined that individual undertakings in support of the aforementioned Program may have the potential to adversely affect properties eligible for or listed in the National Register of Historic Places (NRHP) as contained in Appendix B, “Historic Properties Inventory”, and has consulted with the Virginia State Historic Preservation Office (SHPO) pursuant to 36 CFR § 800; and

**WHEREAS**, the following program comments are applicable to the VAARNG: Department of Defense Program Comment on Unaccompanied Personnel Housing, Department of the Army Program Comment on Pre-1919 Historic Army Housing, Associated Buildings and Structures, and Landscape Features, the Department of the Army Inter-War Era Historic Housing, Associated Buildings and Structures, and Landscape Features (1919-1940), the Department of the Army Program Comment on Vietnam War Era Housing, Associated Buildings and Structures, and Landscape Features (1963-1975), Department of Defense Program Comment on Ammunition Storage Facilities, and Program Comment on Army Ammunition Production Facilities and Plants, and nothing in this Agreement shall alter the terms or conditions of those Program Comments; and

**WHEREAS**, the Programmatic Memorandum of Agreement (PMOA) for Department of Defense World War II Temporary Buildings is applicable to VAARNG and nothing in this Agreement shall alter the terms or conditions of the PMOA; and

**WHEREAS**, the Fiscal Year 2025 NATIONAL DEFENSE AUTHORIZATION ACT (NDAA), §2823 “APPLICATION OF CERTAIN AUTHORITIES AND STANDARDS TO HISTORIC MILITARY HOUSING AND ASSOCIATED HISTORIC PROPERTIES OF THE DEPARTMENT OF THE ARMY” authorizes the Army, in fulfillment of NHPA requirements, to apply existing Army Program Comments to housing not previously subject to a Program Comment. In accordance with FY 2025 NDAA §2823, housing constructed during the WWII / Post-WWII (1941-1948) is addressed by the Army Program Comment for Capehart-Wherry Housing, and post-1975 housing is addressed by the Army Program Comment for Vietnam War Era housing. As such, the terms of this (PA/MOA agreement) are not applicable to WWII / Post-WWII (1941-1948) housing or to post-1975 housing; and

**WHEREAS**, the Virginia Air National Guard (VAANG) 203<sup>rd</sup> Rapid Engineer Deployable Heavy Operational Repair Squadron Engineers (203<sup>rd</sup> RED HORSE) in accordance with the *Land Lease Between the Commonwealth of Virginia, Department of Military Affairs, and the United States of America* (Lease No. 5-22-0051), and supplemental agreements thereto, is a tenant at State Military Reservation (formerly Camp Pendleton, located in the City of Virginia Beach); 203<sup>rd</sup> RED HORSE occupies about 54.92 acres within the NRHP-listed Camp Pendleton/State Military Reservation Historic District (DHR Inventory No. 134-0413) which under this Agreement is part of the State Military Reservation/Camp Pendleton APE; the VAANG must comply with Air Force Instruction

(AFI) 32-7065 "Cultural Resources Management Program" and 203<sup>rd</sup> RED HORSE is responsible for all environmental compliance requirements associated with actions on the parcel (Lease No. 5-22-0051), and therefore the parcel (Lease No. 5-22-0051) is excluded from this Agreement, and the 203<sup>rd</sup> RED HORSE has been invited to sign this Agreement as a concurring party; and

**WHEREAS**, the Department of the Army by Permit No. DACA 65-4-15-28, dated June 22, 2015, granted use of two parcels totaling approximately 625.71 acres at Fort Pickett (now Fort Barfoot, located in Brunswick, Dinwiddie, and Nottoway counties), to the United States Department of State (DOS) for the Foreign Affairs Security Training Center (FASTC) facility; under this Agreement the subject acreage is part of the Fort Barfoot (Pickett) APE, and under the permit the DOS is responsible for environmental compliance requirements associated with actions on the parcels; and any permit amendments and any related lease agreements for the FASTC will be adopted under this Agreement without amendment, and to date the General Services Administration (GSA) has identified six archaeological sites in Phase I archaeological survey within the FASTC permit area (DACA 65-4-15-28) determined in consultation with SHPO to be potentially eligible for listing in the NRHP, and require further evaluation; and

**WHEREAS**, the VAARNG invited the ACHP to participate in consultation for this Agreement pursuant to 36 CFR § 800.14(a)(2) and the ACHP agreed to participate in consultation; and

**WHEREAS**, the VAARNG has identified fifteen (15) federally recognized Indian tribes (Federal Tribes), the Catawba Indian Nation, the Cayuga Nation of Indians, the Cherokee Nation, the Eastern Band of Cherokee Indians, the Chickahominy Indian Tribe, the Chickahominy Indians – Eastern Division, Delaware Tribe of Indians, the Eastern Shawnee Tribe of Oklahoma, the Monacan Indian Nation, the Nansemond Indian Nation, the Pamunkey Indian Tribe, the Tuscarora Nation, the Rappahannock Tribe and the United Keetoowah Band of Cherokee Indians of Oklahoma, and Upper Mattaponi Indian Tribe that have expressed an interest in VAARNG undertakings in Virginia through prior consultation on project activity, and the VAARNG by letters dated March 18, 2025 invited the tribes to participate in consultation for this Agreement pursuant to 36 CFR § 800.14(f); and

**WHEREAS**, no federally recognized tribe(s) opted to participate in development of this Agreement; and

**WHEREAS**, the VAARNG has identified four (4) state recognized Indian tribes (State Tribes), the Cheroenhaka Indian Tribe, Mattaponi Indian Tribe, Nottoway Indian Tribe of Virginia, Inc., and Patawomeck Indians of Virginia, and by letters dated March 18, 2025 the VAARNG invited them to participate in consultation for this Agreement pursuant to 36 CFR § 800.14(b)(2)(ii) through prior consultation on project activity; and

**WHEREAS**, no state recognized tribe(s) opted to participate in development of this Agreement; and

**WHEREAS**, if any State Tribe or other tribe with cultural affiliation to Virginia receives federal recognition by the United States Government subsequent to the execution of this Agreement, the VAARNG will consult with the recognized Tribe as a Federal Tribe in accordance with the terms of this Agreement and pursuant to the applicable provisions of 36 CFR § 800; and

**WHEREAS**, the VAARNG, by letters dated March 18, 2025, invited the localities of the Town of Blackstone, Brunswick County, Chesterfield County, Dinwiddie County, Henrico County, Lunenburg County, Nottoway County, Clarke County, and the City of Virginia Beach, to participate in consultation pursuant to 36 CFR § 800.14(b)(2)(ii) regarding development of this Agreement; and

**WHEREAS**, no local government(s) opted to participate in development of this Agreement; and

**WHEREAS**, the VAARNG, by letters dated March 18, 2025, invited the Brunswick Museum and Historical Society, the Chesterfield Historical Society of Virginia, the Dinwiddie County Historical Society, the Henrico County Historical Society, the Lunenburg County Historical Society, the Nottoway County Historical Association, Clarke County Historical Association, and the Princess Anne County and Virginia Beach Historical Society, to participate in consultation for this Agreement pursuant to 36 CFR § 800.14(b)(2)(ii); and

**WHEREAS**, no historical organization(s) opted to participate in development of this Agreement; and

**WHEREAS**, the VAARNG has afforded the public an opportunity to comment on the Agreement pursuant to 36 CFR § 800.14(b)(2)(ii), through a “Request for Public Comment” notice, along with the draft document, published on the VAARNG website (<https://va.ng.mil/Programs-Resources/Environmental-Program/>) for a thirty (30) day period starting March 10, 2025 and ending April 11, 2025.

**WHEREAS**, public comment in response to the “Request for Public Comment” notice was invited until April 11, 2025, and no public comment was received; and

**WHEREAS**, the terms and definitions used in this Agreement are presented in Appendix G, “Terms and Definitions”; and

**NOW, THEREFORE**, the VAARNG, NGB, SHPO and the ACHP agree that the Program shall be implemented in accordance with the following stipulations to consider the

effects of undertakings on historic properties.

## STIPULATIONS

The VAARNG and NGB shall ensure that the following stipulations are carried out:

### I. STAFFING

- A. The Adjutant General (TAG) shall designate a Cultural Resource Manager (CRM) to coordinate the VAARNG's cultural resources management program. The CRM shall meet, or have available, the services of individuals who meet, the Secretary of the Interior's *Professional Qualifications Standards* (36 CFR § 61) (SOI *Qualifications Standards*) in the appropriate discipline for the tasks appointed to them. Qualified professionals shall be in place or available upon adoption of this Agreement.
- B. The CRM shall ensure that all individuals contracted to perform cultural resource management duties are qualified under the SOI *Qualifications Standards* designated in the appropriate discipline for the tasks appointed to them.

### II. PROJECT REVIEW

#### A. Determine the Undertaking

- 1. The CRM shall determine if a proposed project is an undertaking as defined in 36 CFR § 800.16(y).
  - a. If the CRM determines the proposed project is an undertaking that has no potential to cause effects on historic properties as defined in 36 CFR § 800.16(i), the VAARNG has no further obligations under this stipulation.
  - b. If the CRM determines the proposed project is an undertaking with the potential to cause effects on historic properties, the CRM shall continue to the next step of the Project Review process.
- 2. The CRM shall determine if the undertaking is an activity that is listed in Appendix C, "Excluded Activities".
  - a. If the CRM determines the undertaking is an activity that is listed in Appendix C, the CRM shall document this determination for inclusion in the Annual Report, as set forth in Stipulation X. REPORTING AND ANNUAL REVIEW, and the VAARNG has no further obligations under this stipulation.

- b. If the CRM determines the undertaking is not an activity that is listed in Appendix C, the CRM shall continue the Project Review process.

**B. Define the APE and Identify Historic Properties**

1. Should the activity be determined to be an undertaking with the potential to cause effects and is not an excluded activity, the CRM shall determine and document the undertaking's APE considering direct, indirect, and cumulative effects.
2. The CRM shall determine if supplemental identification efforts are required for the APE using the following parameters:
  - a. If the undertaking's APE is entirely within an identified Dudded Impact Area and its buffer area, the undertaking is exempt from further review under this Agreement, and the CRM shall document this determination for inclusion in the Annual Report, and the VAARNG has no further obligations under this stipulation.
  - b. Using current mapping and per the archaeological assessment and predictive model, the APE for Fort Barfoot will be determined based on the following:
    - i. Prioritization and classification based on their level of integrity, potential to produce information, and research potential into first, second, and third orders with first being the rarest with highest site integrity and third representing ubiquitous sites and/or higher levels of compromised integrity. (VDHR File No. 2018-0050)
    - ii. Considering probability analysis through the predictive model as described below.
      - (I) *Low Probability Area* – area of the installation which has been subject to Phase I survey resulting in no identified archaeological sites, or which is fully developed and likely to have substantial clean fill material resulting from modern development, or which has been subject to other repeated and/or intensive land disturbance activity in the past.
      - (II) *Medium Probability Area* – area of the installation with no current surface infrastructure (such as buildings) subject to a Phase I survey resulting in the absence of archaeological sites, but which has been recommended by cultural resource professionals for supplemental identification efforts prior to the approval of an undertaking.



**(III) High Probability Areas** – documented location of historic property or potentially eligible site(s) and a 100-foot circumference around such location within the boundary of the APE.

3. The CRM shall determine whether historic properties surveys are required for the APE.
  - a. If prior identification efforts are not adequate in all or part of the APE for an undertaking, the CRM shall ensure that adequate identification is completed by individuals meeting the *SOI Qualifications Standards*.
  - b. If the APE contains property(ies) requiring evaluation, the CRM shall evaluate the property(ies) for eligibility to the NRHP and shall forward documentation supporting the evaluation(s) to the SHPO for review and comment.
    - i. The SHPO shall be afforded thirty (30) calendar days to respond to the VAARNG's determination(s) of eligibility. If the SHPO does not reply within the thirty (30)-day period, the VAARNG may assume concurrence and proceed with the next step in the Project Review process.
    - ii. If the VAARNG and the SHPO agree that the property(ies) in the APE are not eligible for inclusion in the NRHP, the CRM shall proceed to stipulation II.B.4., below.
    - iii. If the VAARNG and the SHPO agree that the property(ies) in the APE are eligible for inclusion on the NRHP, the CRM shall proceed to stipulation II.B.5., below.
    - iv. If the VAARNG and the SHPO do not agree on determination(s) of eligibility, the CRM shall either resolve the disagreement through further consultation with the SHPO or shall consult the Keeper of the National Register pursuant to 36 CFR § 63.
4. If the CRM determines that historic property identification has been completed in the APE and that there are no historic properties present, the CRM shall document the determination of "No Historic Properties Present" for inclusion in the Annual Report, and the VAARNG has no further obligations under this stipulation.
5. If the CRM determines that historic property identification has been completed in the APE and identifies historic properties within the APE that may be directly, indirectly, or cumulatively affected, the CRM shall continue the Project Review process.

### C. Evaluate Effect of the Undertaking

1. The CRM shall assess the effect of the proposed undertaking on historic properties, to include direct, indirect, and cumulative effects, using the criteria of adverse effect (36 CFR § 800.5(a)(1)) and shall make one of the following determinations:
  - a. “No Historic Properties Affected”: If the CRM determines that historic properties present in the APE will not be affected by the undertaking, the CRM shall document this determination for inclusion in the Annual Report, and the VAARNG has no further obligations under this stipulation.
  - b. “No Adverse Effect to Historic Properties”:
    - i. If the CRM determines that historic properties present in the APE will not be adversely affected by the undertaking, the CRM shall provide the SHPO with a packet of information including, but not necessarily limited to, the following, and shall endeavor, when possible, to provide this documentation through the SHPO’s Electronic Project Information Exchange (ePix) system:
      - (I) Project description, to include depth and extent of ground disturbance when any is anticipated;
      - (II) APE map showing the location of the project and location(s) of all identified historic property(ies);
      - (III) Description of the historic property(ies) affected;
      - (IV) Photographs depicting historic property(ies) and the project area, as appropriate and as necessary for SHPO review; and
      - (V) The finding of effect and request for the SHPO’s concurrence with the “No Adverse Effect to Historic Properties” determination.
    - ii. Standard Treatments: If the project will utilize approved standard treatments found in Appendix D, “Standard Treatments”, the CRM shall reach a finding of “No Adverse Effect to Historic Properties”, and this determination will be documented in the Annual Report, and the VAARNG has no further obligation under this stipulation.
    - iii. The SHPO shall provide a response to the VAARNG’s “No Adverse Effect” determination within thirty (30) calendar days of receipt of all pertinent documentation necessary to reach a decision.

- iv. If the SHPO concurs with the “No Adverse Effect to Historic Properties” finding, the CRM shall document this concurrence for inclusion in the Annual Report, and the VAARNG has no further obligations under this stipulation. If the SHPO does not reply within the thirty (30)-day period, the VAARNG may assume concurrence.
- v. If the SHPO does not concur with the finding of “No Adverse Effect to Historic Properties,” VAARNG shall attempt to resolve the objection through consultation. The CRM shall consult with the SHPO for no more than a total of thirty (30) calendar days from original notification, or other period as agreed to between the SHPO and the CRM from receipt of SHPO notification of non-concurrence, to attempt to resolve concerns as identified by the SHPO.
  - (I) If at the end of the thirty (30) days, or agreed to specified time, the SHPO concurs with the finding of “No Adverse Effect to Historic Properties,” the CRM shall document this concurrence for inclusion in the Annual Report, and the VAARNG has no further obligations under this stipulation.
  - (II) If at the end of the thirty (30) days, or agreed to specified time, the SHPO does not concur with the finding of “No Adverse Effect to Historic Properties,” the CRM shall proceed to Stipulation II.D., below, or notify NGB and the ACHP in accordance with Stipulation XI, “Dispute Resolution”.
- c. “Adverse Effect to Historic Properties”: If the CRM determines that historic property(ies) present in the APE will be adversely affected by the undertaking, the CRM shall continue the Project Review process.

#### **D. Resolution of Adverse Effects**

- 1. If the CRM determines that the undertaking will have an “Adverse Effect to Historic Properties”, the CRM shall notify the SHPO using the following process:
  - a. The CRM shall prepare a notification package for the SHPO that includes a description of the undertaking, a map depicting the APE, the identified historic property(ies) within the APE, and the justification for the finding of adverse effect.
  - b. The CRM shall send the notification package to the SHPO through SHPO’s Electronic Project Information Exchange (ePix) system; the SHPO has thirty (30) calendar days upon receipt of complete information

to provide a written response to the CRM.

- c. If the SHPO does not concur with the finding of adverse effect, the CRM shall consult with the SHPO for no more than fifteen (15) calendar days to resolve the disagreement, or other period as agreed to between the SHPO and the CRM.
    - i. If at the end of the fifteen (15) days, or other agreed to specified time, the CRM and the SHPO agree to a finding of “No Adverse Effect to Historic Properties”, the CRM shall document this concurrence for inclusion in the Annual Report and the VAARNG has no further obligations under this stipulation.
    - ii. If at the end of the fifteen (15) days, or other agreed to specified time, the CRM maintains the finding of adverse effect, the CRM shall continue the Project Review process of notification to Federal and State Tribes.
  - d. If the SHPO concurs with the finding of “Adverse Effect to Historic Properties”, the CRM shall continue the Project Review process.
2. The CRM shall notify all Federal and State Tribes of adverse effect findings in accordance with consultation protocols established between the VAARNG and the Tribe. Where Tribal consultation protocols do not exist, the CRM shall notify Tribes through the Consulting Parties notification process outlined in II.D.3., below.
  - a. Tribal notification shall occur concurrently with SHPO notification.
  - b. Tribes are under no obligation to provide comments on the effect determination; however, if they wish the VAARNG to consider their comments regarding the effect determination, Federal and State Tribes should submit comments in writing within thirty (30) calendar days, or other agreed to review period, from receipt of complete information. The VAARNG shall take any tribal comments received into consideration and shall seek to resolve any tribal concerns through consultation with tribes for a mutually agreed to period before concluding consultation and shall notify the SHPO of any tribal concerns and the VAARNG response to those concerns.
3. The CRM shall notify Consulting Parties and the public using the following process:
  - a. Consulting Party and public notification will occur concurrent with SHPO notification.

- VAARNG Operations, Maintenance,  
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Programmatic Agreement  
April 2025

- Measures”, the VAARNG shall specify those in a letter agreement, which specifies minimization and/or mitigation and modification, referencing the administrative stipulations in this Agreement and signed by the TAG or the TAG’s designee, SHPO, and any other party that may have a responsibility outlined in the letter agreement (see Appendix F, “Letter Agreement Template”). The letter agreement shall be included in the Annual Report.
8. If through consultation with the SHPO, Federal and State Tribes, and other Consulting Parties, the adverse effect is minimized or mitigated, utilizing measures other than those in Appendix E, the VAARNG shall specify those treatment measures in a letter agreement (see Appendix F, “Letter Agreement Template”), referencing the administrative stipulations in this Agreement, which shall be signed by the TAG or the TAG’s designee, the SHPO, and any other party that may have a responsibility outlined in the letter agreement.
  9. If the CRM determines that it is not feasible to avoid an adverse effect to an archaeological site, the CRM shall develop a treatment plan for the site, as described in Appendix E.
  10. The ACHP and NGB shall only participate in the resolution of adverse effects for individual undertakings if a written request is received from the VAARNG and/or the SHPO.
  11. If through consultation with the SHPO, Federal and State Tribes, and other Consulting Parties, agreement cannot be reached on appropriate minimization and/or mitigation measures, the VAARNG shall follow the Dispute Resolution process outlined in Stipulation XI of this Agreement.

### **III. PLANNING AND IDENTIFICATION**

- A. The TAG shall ensure that VAARNG planning documents are reviewed by the CRM during revisions, changes, or when a new planning document is developed to ensure that historic properties are adequately considered early in the planning process. The documents to be reviewed may include, but are not necessarily limited to, the Real Property Master Plan, military construction plans, Integrated Natural Resource Management plans, tenant activities, historic property renovation and demolition plans, Installation Design Guides, Historic Landscape Management plans, work orders, training land requests, and dig permits. The CRM shall be primarily responsible for preparation of and updates and revisions to the VAARNG Integrated Cultural Resource Management Plan (ICRMP). The CRM shall ensure that schedules and priorities are established and documented for identification, evaluation, and treatment of historic properties that might be affected by the plans and projects set forth in the planning documents.

- B.** The TAG shall ensure that all relevant offices, tenants, and range users at VAARNG facilities are informed of the schedules and priorities, the potential of projects to affect historic properties, the requirement to ensure that an analysis of alternatives is fully considered as early as possible in project planning, and of the requirement for CRM review at early planning stages pursuant to this Agreement.
- C.** The TAG shall ensure that the CRM will conduct biannual cultural resources awareness and requirements training regarding Stipulation II of this Agreement, "Project Review" with Facilities Management Staff, Environmental Staff, Environmental Officers, Range Staff, and others as deemed appropriate. All training provided by the CRM shall be included in the Annual Report. The CRM may request the SHPO's participation in the training program, and the SHPO shall endeavor to take part.
- D.** The CRM will update the existing inventory of historic properties as necessary, but no less than annually to reflect supplemental studies conducted. Archaeological probability assessments (including maps) shall be maintained and updated under the oversight of the CRM as new data is collected, but no less than once every five (5) years. New probability assessments are sent to DHR for review.
- E.** Per AR 200-1 *Environmental Protection and Enhancement* and DoDI 4710.02.3.4 *DoD Interactions with Federally Recognized Tribes*, routine program management to include tribal consultation shall be delegated to the CRM, who will serve as the tribal liaison.
- F.** The CRM will share updates to Geographic Information System cultural resource data, such as shape files showing the locations of known cultural resources and historic properties with the SHPO as a part of project review or upon request. The SHPO recognizes that these layers may contain sensitive information that shall not be disseminated or made available to the public.

#### **IV. HISTORIC PROPERTY TREATMENT PLANS**

- A.** The VAARNG may develop and update standard treatment plans or maintenance plans for specific resources or resource types to avoid or minimize adverse effects. Such plans may be incorporated into this Agreement at Appendix D, "Standard Treatments", without requiring amendment and are reviewed by SHPO's office with the same thirty (30) day review period as projects in the SHPO's Electronic Project Information Exchange (ePix) system.
- B.** Actions implemented in accordance with a standard treatment plan or maintenance plan, reviewed by SHPO's office with the same thirty (30) day review period as projects in the SHPO's Electronic Project Information Exchange

(ePix) system, which has been reviewed by signatories to this agreement and incorporated into this Agreement as Appendix D, as set forth at IV.A., above, and is thereby considered a "Standard Treatment", shall be deemed to have "No Adverse Effect to Historic Properties" in accordance with Stipulation II.C., above.

## **V. MANAGEMENT OF HISTORIC PROPERTIES**

### **A. Management of the Historic Built Environment**

- 1. Buildings, Structures, Objects, Sites, and Historic Districts:** Such properties that meet the NRHP eligibility criteria, and therefore are considered historic properties, shall, to the greatest extent possible, be treated in accordance with the Secretary of the Interior's *Standards for Rehabilitation*. To the extent economically feasible and within mission requirements, the VAARNG shall manage historic properties in accordance with the following principles:
  - a. Adaptive Reuse:** Where feasible, the VAARNG shall seek to reuse all historic properties, in a manner that supports and is consistent with VAARNG's on-going programs and mission.
  - b. Rehabilitation:** Rehabilitation of historic properties, when undertaken, shall be completed in accordance with the SOI *Treatment Standards* that are in effect at the time the plans are reviewed.
  - c. New Construction:** New construction within or immediately adjacent to a historic property, or a property that is being treated as a historic property for the purposes of the project, shall be consistent with the historic qualities and/or architectural characteristics of the historic property and its setting. The proposed new construction shall be designed to meet the SOI *Treatment Standards* and shall be responsive to the overall character of the historic property in terms of height, scale, massing, setbacks, color, materials, detailing, spacing, and setting.
  - d. Additions:** Additions to historic properties shall adhere to the SOI *Treatment Standards* and shall be consistent with guidelines in National Park Service Preservation Brief #14, *New Exterior Additions to Historic Buildings: Preservation Concerns*, following the version in effect at the time the plans are reviewed.
  - e. Americans with Disabilities Act (ADA) Accessibility:** The VAARNG shall explore all alternative methods to provide disabled accessibility to historic properties consistent with the SOI *Treatment Standards*, National Park Service Preservation Brief # 32, *Making Historic Properties Accessible*, and the Department of the Interior's report, *Access to Historic Buildings for*



*the Disabled: Suggestions for Planning and Implementation*, using versions in effect at the time the plans are reviewed. To the extent feasible, disabled accessibility features (e.g. ramps, elevators, etc.) shall not result in the removal of significant historic or architectural features or materials, and shall be designed, placed, and if appropriate, screened by vegetation, to minimize adverse effects to historic properties.

- f. Disposition of historic buildings, structures, and objects: Prior to determining the disposition of such historic properties, with reference to 36 CFR § 800.5(a)(2), the CRM shall consult with the project proponent regarding viable options, including but not limited to: adaptive reuse, demolition vs. disposal (demolition involving removal without loss, by actions such as dismantling the resource, including conveying ownership of the intact resource for relocation), architectural salvage, temporary mothballing (not to exceed five (5) years) until a new use can be identified, relocation, or enhanced-use lease. The VAARNG shall complete a cost benefit analysis when considering replacement of facilities that are considered historic properties, to compare the costs of rehabilitation (with or without construction of an addition) vs. costs of new construction (to include costs of demolition and disposal where applicable). When demolition of a historic property is proposed, an economic analysis shall be completed, consistent with DoD Instruction 4715.16.
- g. Landscaping: Installation of new plant materials, removal of existing plant materials, and care and maintenance of existing plant materials within the Camp Pendleton/State Military Reservation Historic District, and the installation and/or removal of hardscaping, stand-alone lighting fixtures, guard rails, and any other landscape features, and natural resources program management initiatives, shall seek to avoid adverse effects to the historically significant landscape characteristics of the overall Camp Pendleton/State Military Reservation Historic District, and of the cultural landscapes that contribute to the NRHP eligibility of the Camp Pendleton/State Military Reservation Historic District.

## **B. Management of Archaeological Sites**

- 1. The VAARNG shall implement in consultation with the SHPO the archaeological site protection measures described below within three (3) years of execution of this Agreement. These protective measures shall be applied to archaeological sites determined eligible for NRHP listing, and those sites that have been identified as requiring further study:
  - a. High protective measures, defined as single protective measures or a combination of obstacles such as boulders, felled trees, abandoned

vehicles, or similarly effective physical barriers, fencing, stakes and/or signage, employing measures appropriate to the setting, shall be installed where archaeological sites as defined above at V.B.1. are in areas not protected by terrain, and/or heavy tree cover, and where wheeled and tracked vehicles frequently utilize that terrain.

- b.** Moderate protective measures, defined as a single measure or a combination, to include fencing, stakes and/or signage, employing measures appropriate to the setting, shall be installed where archaeological sites as defined above at V.B.1. are in areas not protected by terrain, and/or heavy tree cover, and where wheeled and tracked vehicles infrequently utilize that terrain.
  - c.** Nominally protective measures, defined as a combination of staking and/or signage, shall be installed where archaeological sites as defined above at V.B.1. are in terrain-protected areas not likely to allow wheeled and tracked vehicle access, except insofar as in the judgment of the VAARNG that the protected resource is better served by maintaining its anonymity.
  - d.** Administrative protective measures, defined as a policy that provides protection to one or more historic properties within a given area, normally through lack of access or activity restriction. Historic properties protected by this measure are generally not marked, although a combination of fencing, staking, and/or signage may be applied.
- 2.** The VAARNG shall protect archaeological sites considered historic properties, and identified sites requiring further study to determine eligibility, from land disturbance during construction and forest management activities through the installation of a temporary barrier such as snow fencing, or similar temporary barrier, or through flagging, or by otherwise clearly marking boundaries in the field, to prevent inadvertent site impacts. The barrier shall be placed at a minimum of fifteen (15) meters from the identified site boundary to ensure adequate protection.
- 3.** The VAARNG shall in consultation with the SHPO periodically inspect protected properties, to confirm the adequacy of the protection measures employed, as set forth below. The results of monitoring shall be presented in the Annual Report; however, this shall not be taken to mean that annual inspection of all sites is required.
  - a.** High frequency monitoring, defined as no less than once every twelve (12) months, will take place where protected properties have been subjected to looting or vandalism, and/or are easily accessible from public access

points.

- b. Moderate frequency monitoring, defined as no less than once every two (2) years, will take place where protected properties are in the vicinity of areas routinely used for training involving wheeled and tracked vehicles, and/or personnel or equipment activity concentrations.
- c. Low frequency monitoring, defined as no less than once every five (5) years, will take place where protected properties do not qualify for high or moderate frequency monitoring.

## **VI. CONSULTATION WITH FEDERAL TRIBES**

The NGB shall retain ultimate responsibility for complying with all federal requirements pertaining to direct government-to-government consultation with Federally Recognized Tribes. Notwithstanding any other provision of this stipulation, the NGB shall honor the request of any Federal Tribe for direct government-to-government consultation regarding an undertaking covered by this Agreement.

- A. To provide for an effective and efficient consultation process, the VAARNG is authorized by the NGB to carry out consultation with Federal Tribes for undertakings covered by this Agreement. The TAG shall ultimately be responsible for ensuring that any VAARNG consultation with Federal Tribes authorized hereunder complies with this stipulation.
- B. The VAARNG shall conduct consultation in a manner that is respectful of tribal sovereignty and that recognizes and respects the government-to-government relationship between Federal Tribes and the NGB.
- C. The VAARNG shall ensure that consultation with Federal Tribes is initiated early in the project planning process to identify cultural, confidentiality, or other concerns and to allow adequate time for consideration of such concerns.
- D. The VAARNG shall ensure that consultation continues with Federal Tribes throughout the implementation of the terms of this Agreement prescribed by processes developed in consultation with the Federal Tribes.

## **VII. POST-REVIEW DISCOVERY**

- A. If previously unidentified historic properties or unanticipated effects to historic properties are discovered during a project, consistent with the VAARNG ICRMP *Standard Operating Procedure for Inadvertent Discovery of Cultural Materials*, and in keeping with 36 CFR § 800.13(b), the Project Manager (PM) or Officer in Charge (OIC) shall ensure that all work ceases immediately within the area of the discovery and in all immediately adjacent areas where the historic property may

reasonably be expected to occur, shall secure the area, shall provide protection from further disturbance by establishing a buffer zone, and shall immediately notify the CRM or the CRM's designee of the discovery.

Any human remains that are discovered shall be treated with respect and dignity, in accordance with Stipulation VIII, "Discovery of Human Remains." These efforts will occur in conjunction with state and federal guidelines.

- B.** Upon notification of the discovery the CRM (or qualified designee who meets the SOI *Qualifications Standards*) shall inspect the location of the unanticipated discovery, and shall ensure that all activities within the area of the discovery have been halted and appropriate measures have been taken to prevent further damage, and shall determine whether areas beyond the initial buffer should be protected and if so, shall take measures to do so, and shall notify the SHPO via telephone, followed by email notification within twenty-four (24) hours of completion of the site inspection.
- C.** Based on the site inspection, the CRM shall either assume that the property is eligible for NRHP listing or conduct a cursory evaluation of the property in consultation with the SHPO.

  - 1.** Cursory evaluations shall be conducted by professionals meeting the SOI *Qualifications Standards* as appropriate to the kinds of historic properties discovered. Eligibility determinations may be based on review of readily available evidence and/or documentation and professional judgment.
  - 2.** The CRM shall submit a finding of eligibility to the SHPO for review and comment via email, including justification for the eligibility finding, and the SHPO shall provide comments on the VAARNG's finding within two (2) working days of receipt of the email.
  - 3.** If the CRM determines that the property is not eligible for listing in the NRHP and the SHPO concurs, the project may proceed as planned.
  - 4.** If the SHPO disagrees with a VAARNG finding that a property is not eligible for NRHP listing, the CRM shall either:

    - a.** Assume that the property is NRHP-eligible and continue the unanticipated discovery review process; or
    - b.** Conduct an evaluation of the property in accordance with Stipulation II.D, above.
  - 5.** All findings of NRHP eligibility or ineligibility, either assumed or based on cursory evaluations, shall pertain only to the subject undertaking.

- D.** If the CRM determines or assumes that historic properties were affected through a post-review discovery or unanticipated effect, the CRM shall assess effects to historic properties in accordance with 36 CFR § 800.5.
- 1.** If the CRM determines that effects are not adverse, the CRM shall submit a “No Adverse Effect to Historic Properties” finding and the basis for the finding to the SHPO for review and comment. The SHPO shall comment on the VAARNG’s finding within two (2) working days of receipt. If no comment is received within this period, the CRM shall assume concurrence.
  - 2.** If the SHPO does not concur with a VAARNG finding of “No Adverse Effect to Historic Properties”, the CRM shall either:
    - a.** Reach a finding of “Adverse Effect to Historic Properties” and proceed with the process outlined in Stipulation II.D., above; or,
    - b.** Submit the dispute to the ACHP for comment in accordance with Stipulation XI, “Dispute Resolution”, below.
- E.** If the CRM determines that the project has adversely affected historic properties or that adverse effects cannot be avoided, the CRM shall initiate the adverse effect resolution process in accordance with Stipulation II.D., above.

## **VIII. DISCOVERY OF HUMAN REMAINS**

The VAARNG shall make all reasonable efforts to avoid disturbing burials and other gravesites, including those containing human remains and associated funerary artifacts. In the event that human remains are discovered, the VAARNG shall treat all human remains in a manner consistent with the ACHP’s “Policy Statement Regarding Burial Sites, Human Remains and Funerary Objects” (March 1, 2023, Burial Sites, Human Remains, and Funerary Objects | Advisory Council on Historic Preservation ([achp.gov](https://www.achp.gov))) and/or other relevant ACHP policy in effect at the time any remains and/or funerary artifacts are handled.

- A.** If human or unidentifiable remains are encountered, work shall immediately stop in the vicinity of the discovery, the area shall be secured, and the PM or OIC shall be contacted immediately. The PM or OIC shall immediately contact the CRM. The VAARNG shall immediately notify law enforcement (at Fort Barfoot, Headquarters Dispatch; at other installations, the Virginia State Police) and the SHPO, to determine whether the remains are human and whether they are associated with a crime. If the remains are not human, the installation CRM will be notified to assess the remains as a cultural resource in compliance with Army Regulation 200-1, *Environmental Protection and Enhancement* (AR 200-1). The CRM will ascertain whether the remains have archaeological potential or may be

considered a property of significance to Indian tribes in accordance with 54 USC 306108: *Effect of undertaking on historic property*, or whether they may be considered a cultural item in accordance with the Native American Graves Protection and Repatriation Act of 1990, 25 U.S.C. § 3001 et seq. (NAGPRA), as amended, [or 25 USC Chapter 32 – *Native American Graves Protection and Repatriation Act (NAGPRA)*]. Please reference **APPENDIX H: NAGPRA PLAN OF ACTION** for further information about procedures for this and subset B below.

- B. If the human remains are discovered on federal lands and determined to be Indian in origin, the VAARNG shall be responsible for compliance with NAGPRA. If the human remains are discovered on non-federal lands, the VAARNG shall be responsible for compliance with the Virginia Antiquities Act, Section 10.1-2305 of the Code of Virginia, final regulations adopted by the Virginia Board of Historic Resources and published in the *Virginia Register of Regulations* on July 15, 1991, or subsequent revisions, directing any federal undertaking, for coordinating with the state agency taking control of NAGPRA cultural items to comply with the NAGPRA future applicability regulations 43 CFR 10.13.
- C. The VAARNG shall use reasonable efforts to ensure that the public is excluded from viewing any burial site or associated funerary artifacts. The consulting parties to this Agreement shall not release any photographs of any burial site or associated funerary artifacts to the press or public. The VAARNG shall notify the appropriate Federal Tribe(s), and/or State Tribe(s) when burials, human skeletal remains, or funerary objects are encountered on a project, prior to any analysis or recovery. Recovery shall be consistent with the Archaeological Resources Protection Act of 1979 (ARPA) (16 U.S.C. 470aa-470mm; Public Law 96-95 and amendments).

## IX. EMERGENCY ACTIONS

- A. Emergency actions are those actions deemed necessary by the VAARNG as an immediate and direct response to an emergency involving immediate threats to life and/or property. Emergency actions under this Agreement are only those implemented within thirty (30) calendar days from the initiation of the emergency. Emergency situations shall be handled in accordance with 36 CFR § 800.12.
- B. A comprehensive cultural resources emergency response plan for the department includes preparation for risks and natural disasters such as hurricanes, flooding, and earthquakes, and a plan for recovery and remediation, including facilities inspection and determination of required actions related to hazard mitigation, site security, and safety protocols. The final cultural resources emergency response plan is a standard treatment (Appendix D).
- C. If the VAARNG is unable to consult with the SHPO prior to carrying out

emergency actions, the VAARNG shall notify the SHPO and other parties as appropriate within seven (7) calendar days after the initiation of the emergency action. This notification shall include a description of the emergency action taken, any effects of the action(s) to historic properties, and, where appropriate, any further proposed measures to avoid, minimize, or mitigate potential adverse effects to historic properties.

- D. Where possible, such emergency actions shall be undertaken in a manner that does not foreclose future preservation or restoration of historic properties. Where possible, and where such emergency actions may affect historic properties, they shall be undertaken in a manner that is consistent with the SOI *Treatment Standards* to the greatest extent practicable. In addition, where possible, such actions will be done with on-site monitoring by a preservation professional who meets, at a minimum, the SOI *Qualifications Standards* in the appropriate field.
- E. Immediate rescue and salvage operations conducted to preserve life or property are exempt from these and all other provisions of this Agreement.

## **X. REPORTING AND ANNUAL REVIEW**

- A. The VAARNG shall provide the SHPO and other Signatories to this Agreement with an Annual Report on or before January 31 of each year after the execution of this Agreement, summarizing activities carried out under the terms of this Agreement for the preceding calendar year.
- B. The Annual Report shall include:
  - 1. A list of exempt undertakings for which no further consultation was required;
  - 2. A list of undertakings for which no historic properties were present or affected, resulting in findings of "No Historic Properties Affected";
  - 3. A list of undertakings resulting in findings of "No Adverse Effect to Historic Properties";
  - 4. A list of any post-review discoveries;
  - 5. Updated maps to supplement the Agreement, to include any newly identified historic properties, and any changes to real property;
  - 6. An updated inventory of real property in VAARNG use or ownership, and an updated list of historic properties, properties requiring further evaluation, and properties otherwise designated "avoid" by the VAARNG;

7. A list of any proposed changes to Appendix C, "Excluded Activities";
  8. A list of any letter agreements in place and their respective status;
  9. A list of protected properties that were inspected and/or monitored during the year, consistent with item V.B., above.
- C. The Signatories to this Agreement may review this information to determine what, if any, additional revisions or amendments to the Agreement they recommend as necessary.
- D. The VAARNG shall ensure that the Annual Report is available for public inspection, that interested members of the public are made aware of its availability, and that interested members of the public are invited to provide comments to the VAARNG within thirty (30) calendar days of availability.
1. Any maps and/or information with location and data pertaining to archaeological sites or sites of traditional religious and cultural importance to Indian tribes shall be excluded from the report released to the public.
  2. The VAARNG shall forward to the SHPO any comments on the Annual Report received from the public.

## **XI. DISPUTE RESOLUTION**

- A. Should a Signatory to this Agreement object to any of the actions proposed or the manner the terms of this Agreement are implemented, the VAARNG shall consult with such party to resolve the objection. If the VAARNG determines that such objection cannot be resolved, the VAARNG shall:
1. Forward all documentation relevant to the dispute, including the VAARNG's proposed resolution, to the ACHP. The ACHP shall provide the VAARNG with its advice on the resolution of the objection within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the VAARNG shall prepare a written response that considers any timely advice or comments regarding the dispute from the ACHP and Signatories and provide them with a copy of this written response. The VAARNG shall then proceed according to its final decision.
  2. If the ACHP does not provide written comments regarding the dispute within the thirty (30)-day period, the VAARNG may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the VAARNG shall prepare a written response that considers any timely comments regarding the dispute from the Signatories to the Agreement and provide them and the ACHP with a copy of such written response.



3. The VAARNG's responsibilities to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

B. The VAARNG shall review and resolve in a timely manner any substantive comments from members of the public. The VAARNG shall consult with the SHPO and other Signatories to this Agreement to resolve any objections received from a member of the public. The VAARNG will make every reasonable effort to resolve comments within thirty (30) calendar days. Project actions which are not the subject of the objections may proceed while the consultation is conducted.

## **XII. AMENDMENTS**

A. This Agreement may be amended when such an amendment is agreed to in writing by all Signatories. The amendment shall be effective on the date it is signed by the last Signatory.

B. Certain additions and updates as specified elsewhere in this Agreement, to include but not be limited to updates to maps (Appendix A), real property inventories, historic property inventories (Appendix B), Excluded Activities (Appendix C), Standard Treatments (Appendix D), and Mitigation and Treatment Measures (Appendix E) provided by the VAARNG to the SHPO as part of the annual reporting process as outlined in Stipulation X, "Reporting and Annual Review", above, shall not require formal amendment of this Agreement. The agreement, however, will be updated according to any changes and shared with the ACHP.

## **XIII. TERMINATION**

A. If any Signatory to this Agreement determines that its terms will not or cannot be carried out, the party shall immediately consult with the other Signatory Parties to attempt to develop an amendment according to Stipulation XII, "Amendments". If within thirty (30) calendar days (or another period agreed to by all Signatories) an amendment cannot be reached, any Signatory may terminate the Agreement upon written notification to the other Signatories.

B. Should consultation fail and the Agreement be terminated, the VAARNG shall either:

1. Consult in accordance with 36 CFR § 800.14 to develop a new Agreement; or
2. Comply with 36 CFR § 800 Subpart B regarding each undertaking.

## **XIV. ANTI-DEFICIENCY ACT COMPLIANCE**

The stipulations of this Agreement are subject to the provisions of the Anti-Deficiency Act (31 USC § 1341). If compliance with the Antideficiency Act alters or impairs the VAARNG's ability to implement the stipulations of this Agreement, the VAARNG will consult in accordance with the amendment and termination procedures per Stipulations XII and XIII.

## **XV. DURATION**

This Agreement shall take effect on the date it is filed with the ACHP after endorsement by all Signatories and shall remain in effect unless terminated pursuant to Stipulation XIII, "Termination". If not renewed or extended, this Agreement will expire ten (10) years after the date of the last signature to this Agreement. No extension or modification will be effective unless all Signatories have agreed in writing to such extension or modification.

EXECUTION of this PA by the VA ARNG, NGB, the SHPO, and the ACHP, and implementation of its terms, is evidence that the VA ARNG has considered the effects of its undertakings on historic properties and has afforded the ACHP reasonable opportunity to comment.

**PROGRAMMATIC AGREEMENT AMONG  
THE VIRGINIA ARMY NATIONAL GUARD, THE NATIONAL GUARD BUREAU,  
VIRGINIA STATE HISTORIC PRESERVATION OFFICE, AND THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
REGARDING ROUTINE OPERATIONS, MAINTENANCE, DEVELOPMENT, AND  
TRAINING ACTIONS AT VIRGINIA ARMY NATIONAL GUARD PROPERTIES  
THROUGHOUT VIRGINIA**

**SIGNATORIES TO THIS AGREEMENT:**

**National Guard Bureau**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Lt. Gen. Steven Nordhaus  
Chief, ARNG Installations and Environment

**Virginia Army National Guard**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Maj. Gen. James W. Ring  
The Adjutant General of Virginia

**Concurring:**

**Virginia Air National Guard**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
COL David Lands  
Director of Staff

**PROGRAMMATIC AGREEMENT AMONG  
THE VIRGINIA ARMY NATIONAL GUARD, THE NATIONAL GUARD BUREAU,  
VIRGINIA STATE HISTORIC PRESERVATION OFFICE, AND THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
REGARDING ROUTINE OPERATIONS, MAINTENANCE, DEVELOPMENT, AND  
TRAINING ACTIONS AT VIRGINIA ARMY NATIONAL GUARD PROPERTIES  
THROUGHOUT VIRGINIA**

**SIGNATORY TO THIS AGREEMENT:**

**Advisory Council on Historic Preservation**

<b>By:</b> _____	<b>Date:</b> _____
Reid Nelson	
Executive Director	

**PROGRAMMATIC AGREEMENT AMONG  
THE VIRGINIA ARMY NATIONAL GUARD, THE NATIONAL GUARD BUREAU,  
VIRGINIA STATE HISTORIC PRESERVATION OFFICE, AND THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
REGARDING ROUTINE OPERATIONS, MAINTENANCE, DEVELOPMENT, AND  
TRAINING ACTIONS AT VIRGINIA ARMY NATIONAL GUARD PROPERTIES  
THROUGHOUT VIRGINIA**

**SIGNATORY TO THIS AGREEMENT:**

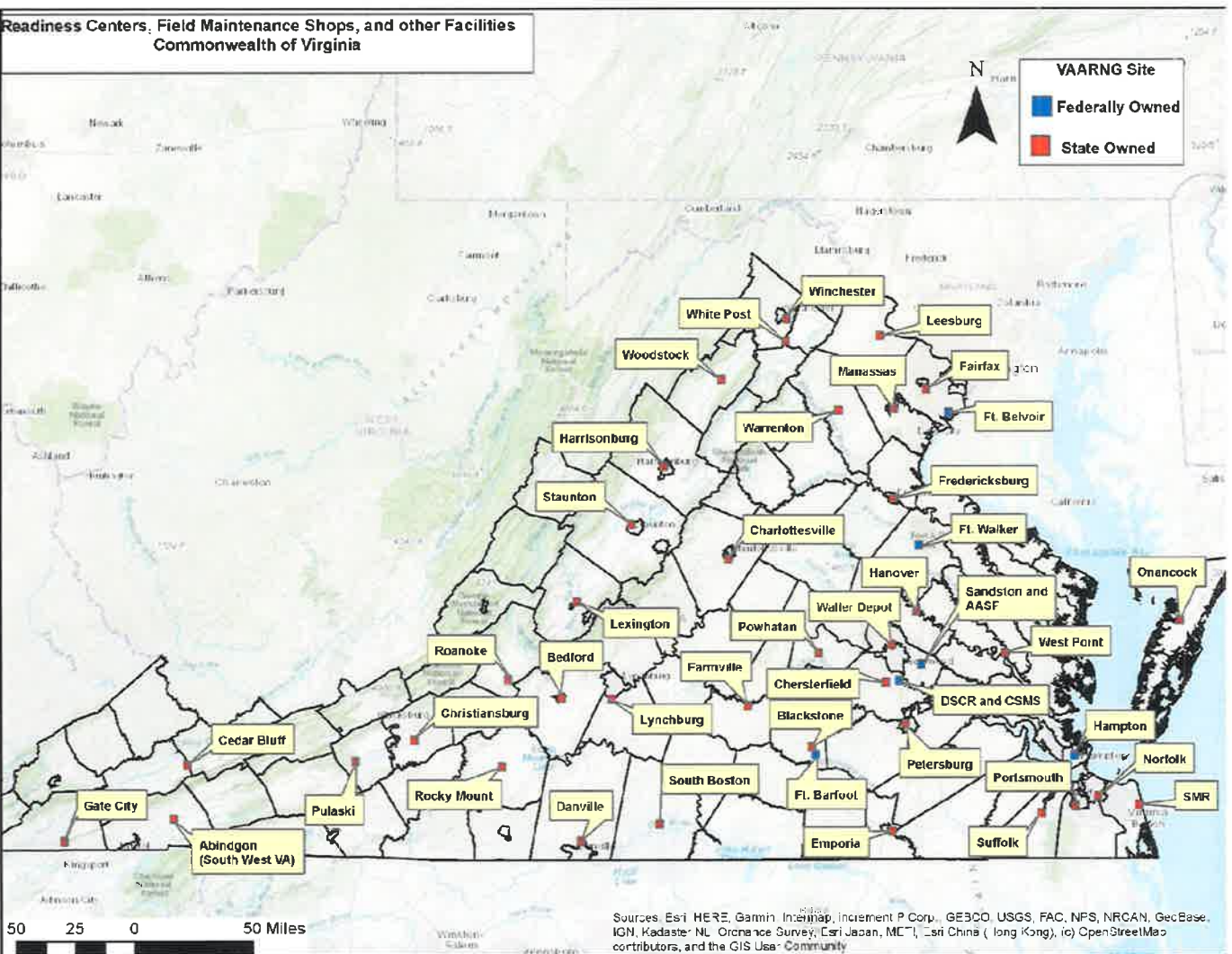
**Virginia State Historic Preservation Office**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Julie V. Langan  
Director, Department of Historic Resources

## APPENDIX A AREA OF POTENTIAL EFFECTS

### VAARNG Facilities, Readiness Centers, and Field Maintenance Shops



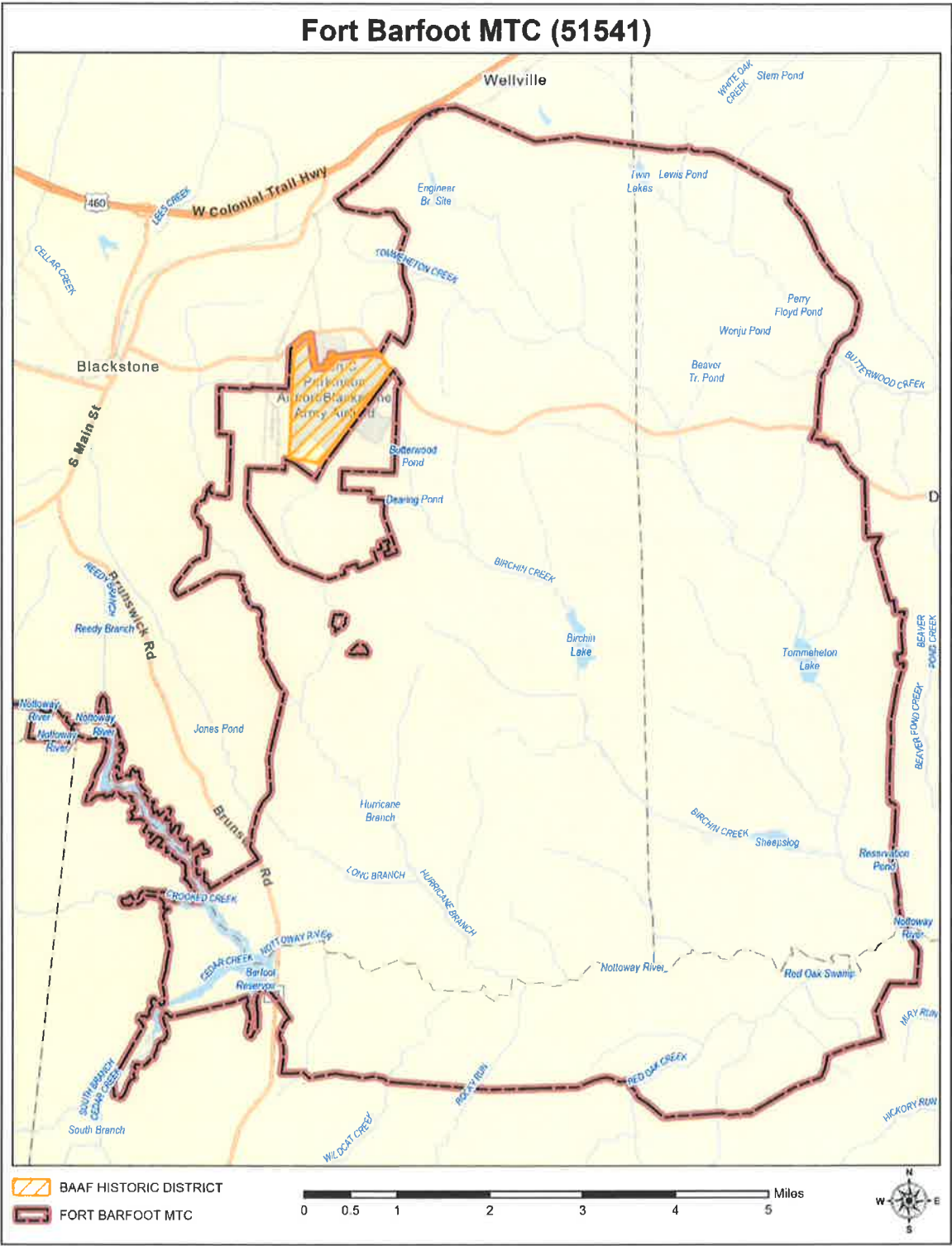
Data Source: Virginia Department of Military Affairs, Planning, Programming and Real Estate



[illegible]

29









State Military Reservation (51419)  
City of Virginia Beach

**Legend**

- Demolished
- Individually Eligible
- Contributing
- Historic Structure Site
- Historic Landscape
- Historic District
- Installation Boundary



0.3 0.15 0 0.3 Miles

## VAARNG Facilities, Readiness Centers, and Field Maintenance Shops

Data Source: Virginia Department of Military Affairs, Planning, Programming, and Real Estate

Facility Name	FMS	Ownership
SANDSTON READINESS CENTER	FMS 1&2	Federal
SANDSTON AASF		Federal
STATE MILITARY RESERVATION (CAMP PENDLETON)		State
FORT BARFOOT	FMS 15	Federal
FAIRFAX READINESS CENTER		State
HAMPTON READINESS CENTER		Federal
FORT BELVOIR READINESS CENTER	FMS 13	Federal
BEDFORD READINESS CENTER		State
BLACKSTONE READINESS CENTER		State
FORT WALKER READINESS CENTER		Federal
CHARLOTTESVILLE READINESS CENTER		State
CEDAR BLUFF READINESS CENTER	FMS 14	State
CHESTERFIELD COUNTY AIRPORT		County
CHRISTIANSBURG READINESS CENTER		State
DANVILLE READINESS CENTER	FMS 8	State
EMPORIA READINESS CENTER		Locality
FARMVILLE READINESS CENTER		State
FREDERICKSBURG READINESS CENTER	FMS 7	State
GATE CITY READINESS CENTER	FMS 9	State
HANOVER READINESS CENTER		State
HARRISONBURG READINESS CENTER		State
LEESBURG READINESS CENTER		Locality
LEXINGTON READINESS CENTER		State
LYNCHBURG READINESS CENTER	FMS 11	State
OMANASSAS READINESS CENTER		State
NORFOLK READINESS CENTER	FMS 5	State
ONANCOCK READINESS CENTER		State
PETERSBURG READINESS CENTER		State
PORTSMOUTH READINESS CENTER	FMS 6	State
POWHATAN READINESS CENTER		Locality
PULASKI READINESS CENTER		State
RICHMOND CSMS @ DSCR		Federal
RICHMOND JFHQ @ DSCR		Federal
RICHMOND WHSE 15 @ DSCR		Federal
RICHMOND WALLER DEPOT		State
ROANOKE READINESS CENTER		State
SOUTH BOSTON READINESS CENTER		State

SOUTHWEST VIRGINIA REGIONAL READINESS CENTER		State
STAUNTON READINESS CENTER		State
STAUNTON FIELD MAINTENANCE SHOP 12	FMS 12	State
SUFFOLK READINESS CENTER		State
VIRGINIA BEACH READINESS CENTER		State
WARRENTON READINESS CENTER		State
WEST POINT READINESS CENTER		Locality
WINCHESTER READINESS CENTER	FMS 3	Locality
WOODSTOCK READINESS CENTER		State
WHITE POST READINESS CENTER		State

## APPENDIX B

### HISTORIC PROPERTIES INVENTORY

FAC NO	Resource Type	VDHR ID NO	Resource Name/Type
<i>State Military Reservation</i>			
51419	Historic Building/Structure	134-0413-0001	Building 2
51419	Historic Building/Structure	134-0413-0002	Building 3
51419	Historic Building/Structure	134-0413-0003	Building 4
51419	Historic Building/Structure	134-0413-0004	Building 8
51419	Historic Building/Structure	134-0413-0005	Building 13
51419	Historic Building/Structure	134-0413-0006	Building 18
51419	Historic Building/Structure	134-0413-0007	Building 34
51419	Historic Building/Structure	134-0413-0008	Building 35
51419	Historic Building/Structure	134-0413-0009	Building 51
51419	Historic Building/Structure	134-0413-0010	Building 57
51419	Historic Building/Structure	134-0413-0011	Building 59
51419	Historic Building/Structure	134-0413-0012	Building 60
51419	Historic Building/Structure	134-0413-0013	Building 61
51419	Historic Building/Structure	134-0413-0014	Building 62
51419	Historic Building/Structure	134-0413-0015	Building 63
51419	Historic Building/Structure	134-0413-0016	Building 64
51419	Historic Building/Structure	134-0413-0017	Building 65
51419	Historic Building/Structure	134-0413-0018	Building 66
51419	Historic Building/Structure	134-0413-0019	Building 67
51419	Historic Building/Structure	134-0413-0027	Building 82
51419	Historic Building/Structure	134-0413-0028	Building 83
51419	Historic	134-0413-0029	Building 84

FAC NO	Resource Type	VDHR ID NO	Resource Name/Type
	Building/Structure		
51419	Historic Building/Structure	134-0413-0030	Building 85
51419	Historic Building/Structure	134-0413-0031	Building 88
51419	Historic Building/Structure	134-0413-0032	Building 89
51419	Historic Building/Structure	134-0413-0033	Building 90, Governor Cottage
51419	Historic Building/Structure	134-0413-0034	Building 92
51419	Historic Building/Structure	134-0413-0036	Building 94, AG Cottage
51419	Historic Building/Structure	134-0413-0037	Building 99
51419	Historic Building/Structure	134-0413-0038	Building 110, AG Residence
51419	Historic Building/Structure	134-0413-0039	Building 113
51419	Historic Building/Structure	134-0413-0040	Building 231
51419	Historic Building/Structure	134-0413-0041	Building 232
51419	Historic Building/Structure	134-0413-0042	Building 233
51419	Historic Building/Structure	134-0413-0043	Building 241
51419	Historic Building/Structure	134-0413-0044	Building 242
51419	Historic Building/Structure	134-0413-0045	Building 243
51419	Historic Building/Structure	134-0413-0046	Building 246
51419	Historic Building/Structure	134-0413-0047	Building 251
51419	Historic Building/Structure	134-0413-0048	Building 262
51419	Historic Building/Structure	134-0413-0049	Building 263
51419	Historic Building/Structure	134-0413-0050	Building 327
51419	Historic Building/Structure	134-0413-0051	Building 328
51419	Historic Building/Structure	134-0413-0052	Building 329
51419	Historic Building/Structure	134-0413-0053	Building 330
51419	Historic Building/Structure	134-0413-0054	Building 331

FAC NO	Resource Type	VDHR ID NO	Resource Name/Type
51419	Historic Building/Structure	134-0413-0055	Building 332
51419	Historic Building/Structure	134-0413-0056	Building 333
51419	Historic Building/Structure	134-0413-0057	Building 334
51419	Historic Building/Structure	134-0413-0058	Building 335
51419	Historic Building/Structure	134-0413-0059	Building 336
51419	Historic Building/Structure	134-0413-0060	Building 337
51419	Historic Building/Structure	134-0413-0061	Building 338
51419	Historic Building/Structure	134-0413-0062	Building 339
51419	Historic Building/Structure	134-0413-0063	Building 340
51419	Historic Building/Structure	134-0413-0067	Building 344
51419	Historic Building/Structure	134-0413-0068	Building 345
51419	Historic Building/Structure	134-0413-0069	Building 346
51419	Historic Building/Structure	134-0413-0070	Building 347
51419	Historic Building/Structure	134-0413-0071	Building 348
51419	Historic Building/Structure	134-0413-0072	Building 349
51419	Historic Building/Structure	134-0413-0073	Building 350
51419	Historic Building/Structure	134-0413-0074	Building 352
51419	Historic Building/Structure	134-0413-0075	Building 353
51419	Historic Building/Structure	134-0413-0076	Building 354
51419	Historic Building/Structure	134-0413-0077	Building 355
51419	Historic Building/Structure	134-0413-0078	Building 358
51419	Historic Building/Structure	134-0413-0079	Building 359
51419	Historic Building/Structure	134-0413-0080	Building 360
51419	Historic Building/Structure	134-0413-0081	Building 362
51419	Historic Building/Structure	134-0413-0082	Building 403

FAC NO	Resource Type	VDHR ID NO	Resource Name/Type
51419	Historic Building/Structure	134-0413-0083	Building 404
51419	Historic Building/Structure	134-0413-0084	Building 405
51419	Historic Building/Structure	134-0413-0085	Building 407
51419	Historic Building/Structure	134-0413-0086	Building 408
51419	Historic Building/Structure	134-0413-0087	Building 409
51419	Historic Building/Structure	134-0413-0088	Building 410
51419	Historic Building/Structure	134-0413-0089	Building 411
51419	Historic Building/Structure	134-0413-0090	Building 412
51419	Historic Building/Structure	134-0413-0091	Building 413
51419	Historic Building/Structure	134-0413-0092	Building 414
51419	Historic Building/Structure	134-0413-0093	Building 416
51419	Historic Building/Structure	134-0413-0096	Building 421
51419	Historic Building/Structure	134-0413-0098	Building 426, Chapel
51419	Historic Building/Structure	134-0413-0099	Building 427, Officer Club
51419	Historic Building/Structure	134-0413-0100	Building 428
51419	Historic Building/Structure	134-0413-0101	Building 432
51419	Historic Building/Structure	134-0413-0102	Building 434
51419	Historic Building/Structure	134-0413-0104	Building 441
51419	Historic Building/Structure	134-0413-0106	Building 448
51419	Historic Building/Structure	134-0413-0114	Building 91, Boathouse
51419	Historic Building/Structure	134-0413-0116	Building 94b, Guest House 2
51419	Historic Building/Structure	134-0413-0117	Building 94a, Guest House 1
51419	Historic Building/Structure	134-0413-0121	Building 110a
51419	Historic Building/Structure	134-0413-0140	Building 236
51419	Historic Building/Structure	134-0413-0141	Building 237



FAC NO	Resource Type	VDHR ID NO	Resource Name/Type
51419	Historic Building/Structure	134-0413-0142	Building 238
51419	Historic Building/Structure	134-0413-0143	Building 247
51419	Historic Building/Structure	134-0413-0144	Building 248
51419	Historic Building/Structure	134-0413-0145	Building 252
51419	Historic Building/Structure	134-0413-0146	Building 253
51419	Historic Building/Structure	134-0413-0151	Building 326
51419	Historic Building/Structure	134-0413-0172	Building Foundation and Flue
51419	Historic Building/Structure	134-0413-0173	Structure 361
51419	Historic Building/Structure	134-0413-0174	Structure 423
51419	Historic Building/Structure	134-0413-0188	Building 94c
51419	Historic Building/Structure	134-0413-0203	Building 100
51419	Historic Building/Structure	134-0413-0208b	Building 260b
51419	Historic Building/Structure	134-0413-0208c	Building 260c
51419	Historic District	134-0413	Camp Pendleton/State Military Reservation Historic District
51419	Historic Landscape	134-0413-0160	Beachfront Range
51419	Historic Landscape	134-0413-0161	Rifle Range
51419	Historic Landscape	134-0413-0162	Parade Field
51419	Historic Landscape	134-0413-0163	Drill Field
51419	Historic Landscape	134-0413-0164	Regimental Camp Area 2
51419	Historic Landscape	134-0413-0170	Beach
51419	Object	134-0413-0187	M42A1 Duster
<i>Fort Barfoot</i>			
51541	Archaeology Site	44NT0077	IND (WE,WM) camp
51541	Archaeology Site	44NT0078	IND (AE,WE) camp
51541	Archaeology Site	44DW0305	IND (A, WE, WM) camp
51541	Archaeology Site	44NT0042	IND (P) isolated find
51541	Archaeology Site	44NT0235	Spring Hill School
51541	Archaeology Site	44NT0239	Military
51541	Structure	44NT0533	Military amphitheater

FAC NO	Resource Type	VDHR ID NO	Resource Name/Type
51541	Historic Building/Structure	067-0110-0027	Building T0025, Hangar
51541	Historic District	067-5039	BAAF Historic District
<i>Other Facilities</i>			
51A40	Historic Building/Structure	187-5001-0059	Chatham Readiness Center
51C00	Historic Building/Structure	020-5336-0080	CSMS at DSCR*
N/A	Historic Building/Structure	029-0209	Fort Belvoir Readiness Center
N/A	Historic Building/Structure	029-0209	Fort Belvoir FMS 13
51C05	Richmond Waller Depot	043-5126 043-5127 043-5128	Warehouse Warehouse Warehouse
51A32	Archaeology Site	44CE0822	Edwards-Elliott Homestead, 19c/20c
51C91	District	White Post Detention Center	20 <sup>th</sup> C. Prison**

\*The VAARNG CSMS facility at the Defense Supply Center Richmond (DSCR) is located within the boundaries of the NRHP-eligible Bellwood-Richmond Quartermaster Depot Historic District (which includes the NRHP-listed Bellwood Historic District). Building 150 is not considered a contributing resource to this historic district but is considered eligible for NRHP listing under a historic context associated with the VAARNG. Buildings T-123, T-124, 15, 140, 151, 153, 154, and 155, contributing resources to the NRHP-eligible historic district, are also considered eligible under the context for the VAARNG.

\*\*White Post Detention Center is owned by several parties. The VAARNG owns Buildings 2, 5, 9, 10, 45, 46, 47, 48, 49, and 55 along with several roadways, parking lots, and fences.

Please note that cemeteries and burial areas are not reflected in the listing but are treated as eligible sites and afforded the same protections in accordance with DoDI 1300.31; DoDI 4715.16; E.O. 13287; the National Historic Preservation Act of 1966; Part 800 of Title 36, CFR; National Register Bulletins 15 and 41; and related Service-specific and state policies.

## **APPENDIX C**

### **EXCLUDED ACTIVITIES**

The following VAARNG activities with limited potential to affect historic properties do not require review under this Agreement.

#### **1. Site maintenance and improvements**

##### Streets, driveways, alleys, transit and parking areas:

- Routine road maintenance, repair, and resurfacing in disturbed areas (military activity, construction, bulldozing, road building and repair, etc.) confined to previously maintained surfaces, ditches, culverts, bridges and cut and fill slopes.
- Placing marl, gravel, or shell on dirt roads or lots where no new ground disturbance will occur.
- Repair of existing concrete or asphalt surfaces for curbs, gutters, and retaining walls.
- Maintenance, in-kind repair, and in-kind replacement of lighting, traffic signals, and traffic signs.

##### Landscaping:

- Mowing, trimming, and pruning of vegetation such as grass, shrubs, or trees.
- Routine vegetation control activities.
- Maintenance and repair of existing non-historic landscape features, including plantings, walkways, light fixtures, interpretive signage, bollards, landscape furniture, military equipment, and statuary.
- In-kind repairs to, or in-kind replacement of walks and steps.
- Installation or replacement of building identification, directional, traffic, speed and safety signage.

##### Erosion control:

- General erosion control activities such as gravel or riprap placement on slopes, where minimal grading or preparation is required.
- Planting or seeding ground cover and cleaning out existing drainage ditches.

##### Fencing:

- Maintenance of existing fencing, or in-kind repair or replacement with new fencing that matches existing fencing.
- Placement of wooden or metal stakes, benchmarks or other necessary land boundary markers.

##### Park and playground equipment:

- Repair or comparable replacement of existing park and playground equipment.

Placement of temporary buildings, structures, or objects (not to be in place for more than five (5) years):

- Temporary parking or placement of mobile homes, tents, and portable structures on extant parking lots or other surfaces where new ground disturbance is not required.
- Installation of temporary construction-related structures including scaffolding, barriers, screening, fences, protective walkways, signage, office trailers, refuse bins, or restrooms that will not require or cause new ground disturbance.
- Installation of temporary facilities management and military training support structures such as storage tanks, storage bladders, Conex units or other comparable structures, barricades, drive-through gates, etc. where new ground disturbance is not required.

Utilities

- Repair or maintenance of utility lines carried out within the existing previously disturbed right-of-way.
- Water systems maintenance and repair, and operation of plant water systems including water wells, cooling water systems, potable water systems, storm sewers, wastewater treatment systems, plant drainage, and plumbing; and including laying lines on the ground temporarily for military training purposes.

## **2. Exterior building maintenance and rehabilitation**

Building maintenance and repair:

- General maintenance and in-kind repair of all buildings and structures, which includes, but is not limited to, painting; siding; roofing; molding/trim; door, ceiling, wall, window, floor covering repair/replacement.
- Elevator repair; filter and light replacement.
- Repairs to existing equipment.
- Repair or in-kind replacement of existing signs or awnings.

Lighting:

- Changes to interior and exterior lighting systems including replacement of or modification to lighting systems in all buildings and facilities
- Repair or in-kind replacement of existing light fixtures.

Foundation repair:

- Excavations for repair or replacement of existing footings or foundation within

two (2) feet of those footings and foundation, so long as work is confined to previously disturbed areas and there are no above-ground visual effects to an eligible or potentially eligible building, structure or object.

#### Windows and doors:

- In-kind repair of windows and doors, including caulking and weather stripping of existing window or door frames, and installation of new glass in existing sashes or doors, including retrofitting for double and triple glazing, and replacement of glazing putty.
- Installation of door or window locks or electronic security devices.
- Appropriate maintenance actions including surface treatments and preparation to apply finishes, such as cleaning, rust removal, limited paint removal, application of epoxy consolidates and fillers and reapplication of protective coating systems.
- Maintenance, repair or replacement of existing window screens with the same or in-kind materials.

#### Walls and siding:

- In-kind repair of wall or siding material or in-kind replacement of deteriorated siding or trim on buildings or structures.

#### Painting/lead paint abatement:

- Removal of exterior or interior paint by non-destructive means, limited to hand scraping, low pressure water wash (less than 200 p.s.i.), or paint-removal chemicals.
- All lead paint abatement. Application of exterior paint to previously painted surfaces.

#### Roofing:

- Repair or in-kind replacement of roof cladding and sheeting, flashing, gutters, soffits, and downspouts on buildings or structures.

#### Accessibility:

- Repair or in-kind replacement of existing wheelchair ramps, unless the ramps are to be substantially modified due to legal requirements.

### **3. Interior maintenance and rehabilitation**

#### Green building technologies:

- Energy conservation measures including modifications to the heating, ventilation, and air condition (HVAC) control systems and conversions to alternative fuels in existing buildings and structures.
- Installation, repair or replacement of energy conservation materials not readily

visible, such as concealed thermal insulation, vapor barrier or roof ventilation.

Mechanical systems:

- Installation, replacement or repair of plumbing, HVAC systems and units, electrical wiring, security, and fire protection systems. This includes such elements as fixtures, conduit, ducting, pipes, wiring, and junction boxes.

Electrical:

- Maintenance, repair, removal, modification, upgrading or replacement of plant and building electrical systems (e.g., building conduit, wiring and lighting, emergency lighting, etc.).
- Upgrading or additional new electrical lines between or among buildings and facilities.

Retrofitting:

- Siting, installation, maintenance, repair, removal or replacement of communications and computer systems, including public address systems, facsimile systems, microwave and radio systems, fiber-optic cables, and phone systems.

Fire detection and suppression:

- Changes to fire detection and suppression systems including routine upgrades and modifications to fire alarm systems, smoke detectors, and sprinkler systems.

Health and safety:

- General clean-up, encapsulation, and removal and disposal of asbestos-containing materials from buildings and structures.

Interior spaces:

- Replacement of kitchen or bathroom facilities and fixtures within the existing room footprint.

Basement:

- Installation or repair of basement floors or walls in an existing basement.

## **4. General**

Real estate actions

- Acquisition of new property or lease.
- Extension/renewal of existing real estate agreement.

Antiterrorism and Force Protection Measures:

- Antiterrorism and force protection measures designed and constructed to prevent or mitigate hostile actions, including cyber threats, as well as to increase capacity and protection for access control.

Wildlife habitat conservation:

- Maintenance and repair of VAARNG property, wetlands and stream channels; installation of nesting platforms and boxes; and installation of animal-secure fencing or barriers.

## APPENDIX D STANDARD TREATMENTS

Application of the following Standard Treatments results in a finding of “No Historic Properties Affected” or “No Adverse Effect to Historic Properties.” Consistent with II.C.1. of this Agreement, the determination will be documented in the Annual Report and the VAARNG has no further obligation for project-specific consultation.

### **1. Facilities maintenance and improvements:**

#### Minimal impact activities:

Actions that involve minimal activity over a limited land area, where little ground disturbance is needed (such as preparation for placement of temporary building(s), structure(s), or object(s) [not to be in place for more than three (3) years], installation of sidewalks, parking lots and training areas requiring minimal site preparation, and conducting low-impact training), to include activities carried out on a historic property or on a property treated by VAARNG as historic for the subject action, and/or adjacent to historic property(ies), where:

- Phase I archaeological survey has been conducted in the entire direct (archaeological) APE, and through consultation with the SHPO, no resources requiring further study to determine NRHP eligibility were identified by the VAARNG; or,
- Any archaeological sites considered historic properties or requiring further evaluation are buffered and protected as described above at V.B.2.; or,
- The entire area of disturbance is less than five (5) acres, it has been documented as previously disturbed, and it has been determined to have low probability to contain archaeological resources by an archaeologist meeting the *SOI Qualifications Standards*; and
- Any new work or temporary installation located on a historic property or on a property treated by VAARNG as historic for the subject action, and/or adjacent to historic property(ies), shall be compatible in use and appearance and will not introduce impacts that would result in an “Adverse Effect to Historic Properties”.

#### Treatment of abandoned wells:

Abandoned wells may be capped or filled, at the discretion of the VAARNG, as follows:



- Wells will be subject to capping or filling only following identification, documentation, and evaluation as part of a Phase I archaeological survey. The filling or capping process will be done according to guidance in the booklet, *Protecting the Past to Secure the Future: Best Management Practices for Hardening Archeological Sites on DoD Lands*, by Heather Wagner, Laurie W. Rush, Ph.D., and Ian Warden, March 2007 (Legacy Project # 06-303), and the process shall be monitored by an archaeologist meeting the SOI *Qualifications Standards*.
- Wells that, in consultation with SHPO, are determined by VAARNG to be not individually NRHP-eligible or listed, or are an evaluated or unevaluated component of a larger site determined not eligible or listed, may be filled or capped, according to the following procedure:
  - Only clean fill brought from off-site will be used to fill an abandoned well and damage to the well structure will be avoided during placement of the fill; and
  - The date of filling will be recorded through a process such as inclusion of a plastic bottle containing a coin with the current year, and the procedure and date shall be documented in the VAARNG's GIS cultural layer.
  - Capping may be done in lieu of or in addition to filling at the VAARNG's discretion, according to the procedure outlined below at item 3.
- Wells that are determined in consultation with SHPO to be a component of a NRHP-eligible or listed site, or are an unevaluated component of such a site, will not be filled but may be capped, using a concrete or metal cap, affixed in such a way that no damage shall result to the well structure or to any other components or features that may be related to the well or any part of a site that includes the well. Capping shall be documented in the VAARNG's GIS cultural data.
- The treatment protocol for addressing abandoned wells shall in no way be understood to mean that the VAARNG is obligated to cap or fill wells found on VAARNG property and at VAARNG facilities.

Landscaping activities at State Military Reservation/Camp Pendleton Historic District:

- Landscaping activities conducted at State Military Reservation/Camp Pendleton Historic District, consistent with the following:

- Removal of plant materials/vegetation and/or other landscape components not considered historically significant.
- Installation of new plant materials and/or other landscape components, including but not limited to objects and structures, such as guard rails, fences, bollards, flag poles, benches, gazebos, signage and interpretive panels, berms, bank stabilization treatments, drop inlets, culverts, and other similar drainage devices, sidewalks, driveways, and curbing, so long as the items added are consistent with the historic character of the SMR/Camp Pendleton Historic District and its contributing cultural landscape resources.

Installation of solar photo voltaic (PV) panels:

- Installation of PV panels in parking areas or in groupings to comprise a PV field, in keeping with green building technology and sustainability initiatives.

## **2. Exterior building maintenance and rehabilitation:**

Window replacement at State Military Reservation/Camp Pendleton Historic District:

- For WWII temporary barracks, excepting Building 347 (VDHR resource no. 134-0413-0070), dining hall, and administrative buildings, located in the cantonment area of State Military Reservation, projects involving installation of vinyl-clad windows to replace wooden double-hung divided light sash windows shall be carried out as follows:
  - For buildings located within the cantonment area complex, with no exterior walls adjacent to a primary installation roadway, replacement windows may consist of vinyl-clad double-glazed, double-hung, divided light sash with a configuration consistent with the existing window, and with integral muntins located between the interior and exterior panels of glass, consistent in appearance with replacement windows of this type that are now in place in such buildings.
  - For buildings located within the cantonment area complex that are adjacent to a primary installation roadway, replacement windows will be double-glazed, double-hung, divided light sash with muntins located on the outside of the

outer pane of glass, with a configuration replicating that of the existing window, and consistent in appearance with replacement windows of this type that are now in place in such buildings.

### **3. Interior building maintenance and rehabilitation:**

#### Interior building renovations:

- Interior renovation work that does not involve the removal of significant historic features, on all buildings unevaluated for NRHP listing but considered eligible pending further study, determined eligible for NRHP listing in consultation with the SHPO, or listed in the NRHP, either as contributing properties in an NRHP-eligible or listed historic district or individually, excepting the following:
  - Building 347, SMR/Camp Pendleton (VDHR resource no. 134-0413-0070)
  - The Chapel (Bldg. 426), SMR/Camp Pendleton (VDHR resource no. 134-0413-0098)
  - The Officers' Club and PX/Hurt Hall (Bldg. 427), SMR/Camp Pendleton (VDHR resource no. 134-0413-0099)
  - The Governor's Cottage (Bldg. 90), SMR/Camp Pendleton (VDHR resource no. 134-0413-0033)
  - The Superintendent's Cottage/Caretaker's House (Bldg. 94), SMR/Camp Pendleton (VDHR resource no. 134-0413-0036)
  - Bldgs. 92 and 113 (brick ammunition storage buildings built c. 1922-31 and c. 1927-28), SMR/Camp Pendleton (VDHR resource no. 134-0413-0034 and 134-0413-0039)
  - The Aviation Maintenance Hangar (Bldg. T0025), Fort Barfoot (Pickett) (VDHR resource no. 067-0110-0027)

## **APPENDIX E**

### **MITIGATION AND TREATMENT MEASURES**

If it is determined that historic properties present in the undertaking's Area of Potential Effects will result in an "Adverse Effect to Historic Properties" finding, the VAARNG and the SHPO, in consultation with Tribes, and with other Consulting Parties as appropriate, may develop a plan that includes one or more of the following mitigations and/or treatment measures, depending on the nature of the historic properties affected and the severity and type of the adverse effect. No part of this Appendix is to be considered an obligation by the VAARNG to carry out any of the actions set forth herein. This Appendix may be amended in accordance with Stipulation XII, "Amendments".

#### Archaeological Properties:

If the CRM determines that it is not feasible to avoid an adverse effect to an archaeological site that is NRHP- eligible or listed, then the CRM shall develop a treatment plan for the site in consultation with the SHPO, and with Tribes, as appropriate.

#### Architectural and Cultural Landscape Properties:

Documentation of properties that are NRHP- eligible or listed, that are expected to be adversely affected, shall be prepared by the VAARNG using the SHPO's cultural resources documentation program in place at the time the documentation project commences (currently the V-CRIS system). Typically, intensive-level documentation shall be prepared; reconnaissance-level documentation may be used if all parties agree that it is appropriate. If the resource has been documented previously, recordation of the resource shall be updated as needed.

If an undertaking resulting in an adverse effect finding involves new construction, the SHPO, and other parties as appropriate, shall be afforded the opportunity to review and comment on project plans.

#### Additional Mitigation Measures:

The CRM may propose one or more mitigation measures, depending on the nature of the undertaking, the level of anticipated adverse effects, and the type and significance of the historic properties expected to be adversely affected by the undertaking, contingent on funding. Determination of which mitigation measure(s) to employ shall be made by the VAARNG in consultation with NGB, the SHPO, Tribes, and other Consulting Parties as appropriate. Additional or alternative mitigation measures may be considered as set forth at II.F., above.



**APPENDIX F**  
**Letter Agreement Template**

***Minimization and/or Mitigation Measure Modification Regarding***  
***[INSERT THE NAME OF THE UNDERTAKING]***  
***In Accordance with the***  
**PROGRAMMATIC AGREEMENT AMONG**  
**THE VIRGINIA ARMY NATIONAL GUARD, THE NATIONAL GUARD BUREAU,**  
**VIRGINIA STATE HISTORIC PRESERVATION OFFICE, AND THE ADVISORY**  
**COUNCIL ON HISTORIC PRESERVATION**  
**REGARDING ROUTINE OPERATIONS, MAINTENANCE, DEVELOPMENT, AND**  
**TRAINING ACTIONS AT VIRGINIA ARMY NATIONAL GUARD PROPERTIES**  
**THROUGHOUT VIRGINIA**  
***(Agreement)***

WHEREAS, the Agreement was executed on **[INSERT MONTH AND YEAR OF EXECUTION]**; and

WHEREAS, pursuant to Stipulation II.E. of the Agreement, in the course of project review **[INSERT THE NAME OF THE UNDERTAKING]** VAARNG determined that the undertaking would have an adverse effect on historic properties, and through consultation between the VAARNG, the Virginia State Historic Preservation Office (SHPO), and **[INSERT OTHER IDENTIFIED PARTIES AS APPROPRIATE]**, minimization and/or mitigation measures to modify the undertaking were identified and concurred on in accordance with Stipulation II.F.8 and/or 9. and documented in this Minimization and/or Mitigation Measure Modification Letter Agreement (Letter Agreement).; and

WHEREAS, the parties intend that any administrative issues arising from the implementation of this Letter Agreement shall be resolved through implementation of the relevant Stipulation in VII through XV of the Agreement; and

WHEREAS, the VAARNG will send a copy of this executed Letter Agreement to the ACHP as part of the Annual Report in accordance with Stipulation X;

WHEREAS, this Letter Agreement shall remain in effect for the term of the Agreement;

NOW THEREFORE, in accordance with Stipulation II.F.8. and/or 9. of the Agreement, the VAARNG and SHPO agree to implement the following minimization and/or mitigation measures as follows:

1. [insert the minimization and/or mitigation measure]

[AND/OR]

2. [insert the minimization and/or mitigation measure]

[Repeat #1 and 2 as necessary]

Stipulations VII through XIV of the Agreement are hereby incorporated by reference.

Execution and implementation of this Letter Agreement pursuant to Stipulation II.F.8.  
[and/or] II.F.9. of the Agreement satisfies VAARNG's Section 106 responsibilities for the  
[subject undertaking].

### **SIGNATORIES:**

#### **VIRGINIA ARMY NATIONAL GUARD**

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

[name of current Adjutant General or designee]

The Adjutant General of Virginia

#### **VIRGINIA STATE HISTORIC PRESERVATION OFFICER**

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

[name of current Director or designee]

Director, Department of Historic Resources

## **APPENDIX G TERMS & DEFINITIONS**

*Adverse Effect:* Alterations to those qualities or characteristics that qualify the property for listing in the National Register of Historic Places (NRHP), either directly or indirectly caused by a federal agency's action. The adverse effect may diminish the integrity of the property's location, design, setting, materials, workmanship, feeling or association. The criteria of adverse effect are identified in 36 CFR § 800.5(a)(1); examples of adverse effects are given in 36 CFR § 800.5(a)(2).

*Area of Potential Effect (APE):* "The geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The area of potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking." [36 CFR § 800, Protection of Historic Properties, Section 800.16(d)]

*Archaeological Site:* A location that contains the physical evidence of past human behavior that allows for its interpretation, that is at least 50 years of age, and for which a boundary can be established.

*Artifact:* An object made or modified by humans.

*Associated Funerary Object:* NAGPRA states that funerary objects are cultural items that are reasonably believed to have been intentionally placed with or near human remains. Associated funerary objects are related to human remains that were removed, and the location of the human remains is known.

*Avoidance:* Modification of a project or other undertaking so that effects on cultural resources that would have resulted from the originally proposed action do not occur.

*Building:* "A structure created to shelter any form of human activity, such as a house, barn, church, hotel, or similar structure. Building may refer to a historically related complex such as a courthouse and jail or a house and barn." [36 CFR § 60, NRHP, Section 60.3(a)]

*Consultation:* "The process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matters arising in the section 106 process. The Secretary's [of the Interior] 'Standards and Guidelines for Federal Agency Preservation Programs pursuant to the National Historic Preservation Act' provide further guidance on consultation." [36 CFR § 800, Protection of Historic Properties, Section 800.16(f)]



*Consulting parties:* “Certain individuals and organizations with a demonstrated interest in the undertaking [who] may participate as consulting parties due to the nature of their legal or economic relation to the undertaking or affected properties, or their concern with the undertaking’s effects on historic properties.” [36 CFR § 800, Protection of Historic Properties, Section 800.2(c)]

*Contributing:* A building, site, structure, or object within a historic district which adds to the values or qualities of the district because it was present during the period of significance, relates to the documented significance of the district, and possesses historic integrity. A contributing resource may also meet NRHP criteria individually.

*Cultural Resources:* Cultural resources include, but are not limited to, the following broad range of items and locations: (1) archaeological materials (artifacts) and sites dating to the prehistoric, historic, and ethnohistoric periods that are currently located on the ground surface or are buried beneath it; (2) standing buildings, structures, and objects that are over 50 years of age or are important because they represent a major historical theme or era; (3) cultural and natural places, select natural resources, and sacred objects that have importance for [Native Americans and ethnic groups]; and (4) American folk-life traditions and arts.

Cultural resources include anything that is a “historic property” as defined in 36 CFR § 800, Protection of Historic Properties, Section 800.16(l)(1); an “archaeological resource” as defined in the Archeological Resources Protection Act, Section 3(1) and the Act’s Uniform Regulations, 43 CFR § 7, Protection of Archaeological Resources, Section 7.3(a); a Native American “cultural item” as defined in the Native American Graves Protection and Repatriation Act, Section 2(3); or part of a “collection” as defined in 36 CFR § 79, Curation of Federally-Owned and Administered Archeological Collections, Section 79.4(a).

*Cultural Resources Management Plan (CRMP) or Integrated Cultural Resources Management Plan (ICRMP):* A document that defines the procedures and outlines plans for managing cultural resources on federal installations. A CRMP/ICRMP integrates and is integrated into other land management and development plans, as possible. Typically, they are updated regularly; state ARNG ICRMPs are updated annually with significant revisions accomplished on five-year cycles.

*Curation:* “The practice of documenting, managing, preserving, and interpreting museum collections according to professional museum and archival practices.” [62 Federal Register 33707, 6-20-97. Secretary of the Interior’s Historic Preservation Professional Qualification Standards: Curation]

*Effect:* “Alteration to the characteristics of a historic property qualifying it for inclusion in or eligibility for the [NRHP].” The result produced by a federally sponsored activity, or undertaking, that has the potential to change or alter those qualities or characteristics that qualify a property for listing in the NRHP. [36 CFR § 800, Protection of Historic Properties, Section 800.16(i)]

*Effective Date of the Agreement:* The date of the last Signatory to sign the Agreement.

*Federal Preservation Officer:* “A qualified official [designated by the head of each Federal agency] who shall be responsible for coordinating that Agency’s activities under [the NHPA].” [National Historic Preservation Act, Section 110(c)]

*Historic District:* “A geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history.” [36 CFR § 60, National Register of Historic Places, Section 60.3(d)]

Historic properties that add to the district’s overall sense of time and place are classified as contributing elements. Severely altered properties that no longer retain sufficient historic integrity to convey historic associations, and properties of more recent construction (less than fifty years of age and that do not meet NRHP Criteria Consideration G) are classified as noncontributing elements.

*Historic Property:* “Any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register, including artifacts, records, and material remains related to such property or resource.” [36 CFR § 800, Protection of Historic Properties, Section 800.16(l)(1)] Note that at the VAARNG’s discretion, and in consultation with the SHPO and other consulting parties as appropriate, unevaluated resources may be treated as “historic properties” pending further investigation.

*Human Remains:* Any physical part of the body of a Native American individual. This term does not include human remains to which a museum or Federal agency can prove it has a right of possession. (1) Human remains reasonably believed to be comingled with other materials (such as soil or faunal remains) may be treated as human remains. (2) Human remains incorporated into a funerary object, sacred object, or object of cultural patrimony are considered part of the cultural items rather than human remains. (3) Human remains incorporated into an object or item that is not a funerary object, sacred object, or object of cultural patrimony are considered human remains. For the purposes of determining cultural affiliation, human remains incorporated into a funerary object, sacred object, or object of cultural patrimony must be considered as part of that item [43 CFR 10.2 (d)(1)].

*Inventory:* The process of identifying or physically locating cultural resources and gathering information about them through archaeological, architectural, or cultural landscape surveys, ethnographic fieldwork, or archival research.

*Mitigation:* Measures carried out to resolve adverse effects of undertakings on historic properties.

*National Historic Landmark (NHL):* “A district, site, building, structure, or object, in public or private ownership, judged by the Secretary [of the Interior] to possess national significance in American history, archaeology, architecture, engineering and culture, and so designated by him.” [36 CFR § 65, National Historic Landmarks Program, Section 65.3(i)] National Historic Landmarks are automatically listed in the National Register of Historic Places.

*National Register of Historic Places (NRHP):* A list “composed of districts, sites, buildings, structures, and objects significant in American history, architecture, archaeology, engineering, and culture.” Also referred to as “the National Register,” it is maintained by the NPS for the Secretary of the Interior. [National Historic Preservation Act, Section 101(a)(1)(A)]

*Native American:* “Of, or relating to, a tribe, people, or culture that is indigenous to the United States.” [Native American Graves Protection and Repatriation Act, Section 2(9)]

*No Adverse Effect:* When an undertaking impacts a property listed or eligible for listing in the NRHP, but when the effect will not “alter, directly or indirectly, any of the characteristics of the historic property that qualify the property for inclusion in the National Register.” [36 CFR § 800, Protection of Historic Properties, Section 800.5(a)(1)]

*Noncontributing:* A building, site, structure, or object within a historic district which does not add to the values or qualities of the district that cause the district to be NRHP-eligible, because it was not present during the period of significance, does not contribute to the documented significance of the district, or it no longer possesses historic integrity due to alterations.

*Object:* “A material thing of functional, aesthetic, cultural, historical or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.” [36 CFR § 60, NRHP, Section 60.3(j)]

*Site:* “The location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself maintains historical or archaeological value regardless of the value of any existing structure.” [36 CFR § 60, NRHP, Section 60.3(l)]

*Structure:* “A work made up of interdependent and interrelated parts in a definite pattern of organization. Constructed by man, it is often an engineering project large in scale.” [36 CFR § 60, NRHP, Section 60.3(p)]

*Tribal Historic Preservation Officer:* “The tribal official appointed by the tribe’s chief governing authority or designated by a tribal ordinance or preservation program who has assumed the responsibilities of the SHPO for purposes of Section 106 compliance on tribal lands in accordance with Section 101(d)(2) of the [NHPA].” [36 CFR § 800, Protection of Historic Properties, Section 800.16(w)]

*Undertaking:* “A project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a Federal agency.” Undertakings include “those carried out by or on behalf of a Federal agency; those carried out with Federal financial assistance; and those requiring a Federal permit, license or approval.” [36 CFR § 800, Protection of Historic Properties, Section 800.16(y)]

*Signatories:* “Signatories have sole authority to execute, amend or terminate the agreement.” For the purposes of this Agreement, Signatories mean the VAARNG, NGB, the ACHP, and the SHPO.

## **APPENDIX H NAGPRA PLAN OF ACTION**

### **I. Notifying and Consulting Tribes for Inadvertent Discoveries under NAGPRA.**

The Native American Graves Protection and Repatriation Act (NAGPRA) requires that any person who inadvertently discovers Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony (defined in 43 CFR 10.2(d)) on Federal lands or lands under Federal Control via lease or license must notify the responsible Federal official. For purposes of VAARNG, this person is the designated Cultural Resource Manager (CRM) or other official identified in the State ARNG Integrated Cultural Resource Management Plan (ICRMP). In absence of ICRMP or CRM, the designated Environmental Program Manager (EPM) or NAGPRA coordinator will be notified.

A. Within three (3) days after receiving written confirmation of an inadvertent discovery, the responsible VAARNG contact must take the following steps:

1. Certify, in writing, that items covered by NAGPRA were discovered. This certification can be a brief memorandum to the file. This memorandum must also verify contacts to the local coroner's office and/or law enforcement confirmed materials were not related to criminal activities.

2. Visit the site and document its condition with photos. This will protect VAARNG from claims that it failed to adequately protect the site until the remains were removed.

3. Take immediate steps to secure the site and protect the discovered items. This includes covering exposed burials and remains and ceasing all activity to limit disturbance and viewing of area.

4. Establish a site monitoring process.

5. Provide notifications by telephone, email and written notice, to the following:

- a. Known lineal descendants (it would be highly unlikely that lineal descent could be traced unless the discovery is from the recent historic period),

- b. Federally recognized Tribes "likely to be culturally affiliated" with the items discovered,

- c. Tribes that previously occupied the area, and

- d. Other federally recognized Tribes which have a "demonstrated cultural relationship" or are "reasonably known to have a cultural relationship" to the items discovered.

B. The written notice in #5, above, should:

1. Make it clear that the notice is being sent as required by Sec. 3 of NAGPRA and its implementing regulations 43 CFR 10.4 and 10.5.
2. Describe the kinds of human remains and funerary objects that were discovered and their condition as determined on discovery. (Note: There should be absolutely no further disturbance or analysis of materials after initial discovery until notifications completed. Exception to this would be if law enforcement/coroner's office determines need to investigate further to verify origin. In this situation, parties identified in #5 above should be informed of need/justification.).
3. Describe the circumstances of their discovery (intentional excavation, inadvertent discovery during activities, or natural events exposing materials).
4. Propose a time and place for consultation. Consultation will include proposals for treatment and disposition of any remains and objects that may be excavated. (Note: VAARNG is required to determine affiliation and transfer custody only if the discovery must be excavated or removed. If the discovery remains in place, it will stay under federal ownership and control and procedures to establish area as a private cemetery under AR 290-5 will be followed if applicable).
5. List all tribes that have been, or are being, consulted about the NAGPRA discovery.
6. State that any additional documentation used to identify affiliation will be supplied upon request.

**II. Recovery Plans for Inadvertent Discoveries under NAGPRA.** Recovery Plans [see 43 CFR 10.4(d)(2)] are optional. They specify the procedures and guidelines to be used when it is necessary to excavate or remove Native American human remains, funerary objects, sacred objects or objects of cultural patrimony inadvertently discovered on Federal lands. Recovery Plans document the affiliated tribe(s) concurrence with the proposed excavation or removal and allow activities in the area of discovery to proceed, including data recovery or other treatment, prior to the expiration of the 30-day waiting period required by NAGPRA. Recovery Plans must be signed by the affiliated Indian tribe(s). If the VAARNG believes it will not likely be able to prepare a Recovery Plan and obtain the affiliated tribe's signature on it within the 30-day waiting period, the VAARNG should skip this option and move directly to preparing a Plan of Action (see IV, below). A Plan of Action must be prepared for excavation or removal of an inadvertent discovery even if a Recovery Plan has been prepared and signed.

**III. Notifying and Consulting Tribes before Intentionally Excavating or Removing Items Covered under NAGPRA.** NAGPRA requires VAARNG to notify and consult with

federally recognized Tribes before authorizing the excavation or removal of Native American human remains, funerary objects, sacred objects or objects of cultural patrimony from Federal lands (including lands under Federal control via lease or license). NAGPRA also requires that any such intentional excavation or removal is in compliance with the permitting provisions in Section 4 of the Archaeological Resources Protection Act (ARPA). ARPA requires VAARNG to notify and consult with federally recognized Tribes who ascribe religious or cultural importance to a place before any archaeological resources are excavated or removed from that place.

A. Before the VAARNG undertakes or authorizes the excavation or removal of items covered under NAGPRA, the CRM must send written notice to the following [see 43 CFR 10.3(c)(1) and 10.5(b)]:

1. Known lineal descendants (it would be highly unlikely for lineal descendants to be known unless the human remains were from the recent historic period),
2. Tribes “likely to be culturally affiliated” with the items to be excavated,
3. Tribes that aboriginally occupied the area (based on a final decision of the Indian Claims Commission or U.S. Court of Claims), and
4. Tribes that, in VAARNG’s opinion, have a “demonstrated cultural relationship” or are “likely to have a cultural relationship” to the items that are expected to be found.

B. The written notice should:

1. Make it clear that the notice is being sent as required by Sec. 3 of NAGPRA and its implementing regulations 43 CFR 10.3 and 10.5; and by Sec. 4(c) of ARPA and its implementing regulations 43 CFR 7.7.
2. Describe the planned activity, including its general location.
3. Describe the basis upon which VAARNG determined that human remains, or funerary objects might be excavated. The regulations also require this for the excavation of sacred objects and objects of cultural patrimony, but it is unlikely that such objects would occur in an archaeological context or that VAARNG would have any basis for believing they may be excavated.
4. Describe the basis for determining likely custody.
5. Contain a disclaimer stating that no final determinations of cultural affiliation can be made until the remains are excavated and examined.

6. Propose a time and place for meetings or consultation to further consider the intentional excavation, including VAARNG's proposed treatment and disposition of any remains and objects that may be excavated.

7. List all tribes that have been, or are being, consulted about the intentional excavation.

8. State that any additional documentation used to identify affiliation will be supplied upon request.

The written notice should be followed with a telephone call if no response is received in 15 days.

C. During consultation, the CRM must ask the following:

1. The names and addresses of traditional religious leaders who should also be consulted.

2. Recommendations on conducting the consultation process.

*Neither the law nor the regulations specify a set time period for completing or terminating consultation.*

#### **IV. Plans of Action for Excavation or Removal of Items Covered under NAGPRA. A**

Plan of Action must be completed prior to excavating or removing Native American human remains and other NAGPRA items. This is true regardless of whether the remains or items were inadvertently discovered or were already known and selected for intentional excavation. The CRM must prepare and sign the Plan of Action following consultation with the tribes described in I and III, above. The Tribes involved must be given a copy of the Plan and should be afforded an opportunity to sign it. Obtaining the signatures of tribal officials is, however, not mandatory. All Plans of Action must address the items listed in 43 CFR 10.5(e), which are:

- Steps to contact Tribal officials at the time of excavation or inadvertent discovery of cultural items,
- Information on the kinds of objects that are considered cultural items (with sensitivity to protecting details not to be shared publicly),
- Information used to determine custody,
- The planned treatment, care and handling of the cultural items (again with sensitivity to limiting sharing details restricted to traditional cultural practices),
- The recording and analysis planned, if any, for the cultural items and the nature of reports to be prepared in coordination with affiliated Tribe(s),
- The planned disposition of the cultural items.



## **V. Newspaper Notice for Transferring Custody of Items Covered under NAGPRA.**

A newspaper notice must be published before transferring custody of NAGPRA materials. The purpose of the newspaper notice is to give potentially interested lineal descendants and tribes enough information to determine their interest in claiming custody of the materials and to ensure that all potential claimants receive due process before their rights are precluded by transfer of custody. The newspaper notice can be prepared by the VAARNG CRM or NAGPRA coordinator with guidance from the ARNG G-9 Cultural Resource Manager, and a copy will be sent to the ARNG G-9 and Headquarters U.S. Army. *The notice is published in a newspaper of general circulation in the area where the materials were found and, if applicable, in a newspaper in the area in which the affiliated tribe resides.* The notice must be published two times at least one week apart, and transfer of custody cannot occur until thirty (30) days after publication of the second notice. If additional claimants come forward, transfer of custody must be delayed until all claims have been resolved.

# John Tyler ASAP

## ALCOHOL SAFETY ACTION PROGRAM

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**CHESTERFIELD OFFICE**  
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 Chesterfield, VA 23832  
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March 20, 2025

Stephen W. Bowen, County Administrator  
 344 West Courthouse Road  
 P.O. Box 92  
 Nottoway, Virginia 23955

### **RE: Request for Funding or In-kind Contribution**

Dear Mr. Bowen:

I write to you on behalf of the John Tyler Alcohol Safety Action Program (ASAP). Our program is the largest program in the Commonwealth of Virginia. The John Tyler ASAP proudly provides services to the localities of Amelia, Chesterfield, Colonial Heights, Dinwiddie, Emporia, Greenville, Goochland, Hanover, Henrico, Hopewell, Nottoway, Petersburg, Powhatan, Prince George, Richmond City, Surry, and Sussex. The John Tyler ASAP has been in existence since the 1970's, does not receive state tax dollars, and operates solely on offender fees. Although we provide necessary services to the citizens of these jurisdictions, there is so much more that we could do if we had financial assistance from the jurisdictions we serve.

#### Introduction and Program Description:

Every day in the United States, 29 people die in alcohol-related motor vehicle crashes. It is estimated that 32% of all traffic-related deaths in the United States result from alcohol or drug-impaired crashes. Drunk driving costs the United States \$132 BILLION annually (MADD). According to the National Highway Traffic Safety Administration (NHTSA), 25% of all DUIs were repeat offenders. In addition, BAC levels at arrest remain elevated at near .15% which increases the severity of alcohol-related crashes. The same study revealed that Virginia only had 16% subsequent convictions over a 5-year period. Thus, Virginia's recidivism rate is among the lowest in the country. The Virginia Alcohol Safety Action Program (VASAP) is Virginia's tool to thwart impaired driving.

#### Mission Statement:

The mission of the John Tyler ASAP is to improve highway transportation safety by decreasing the incidence of driving under the influence of alcohol or other drugs leading to the reduction of alcohol and other drug-related crashes through:

- Enforcement
- Adjudication
- Case Management and Offender Intervention
- Public Information and Education

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As noted herein, the mission of ASAP is to reduce and prevent impaired driving which may result in accidents, property damage, injuries, and fatalities. Services are provided to individuals who have been arrested for alcohol or drug-related offenses. These individuals are evaluated and assigned to needed intervention services like education and counseling. These programs are designed to change behavior and prevent future alcohol or drug-related offenses. DUI and other alcohol or drug-related arrests are considered a crisis that affects the individuals and has serious implications on their work, school, livelihood, and freedom. The services provided by the John Tyler ASAP are direct interventions and diversions for the crisis of alcohol and drug abuse.

For many individuals, being arrested for DUI or other alcohol or drug offenses may exacerbate their current financial difficulties. DUI arrests can be very expensive due to attorneys' fees, fines, and court costs. The loss of a driver's license can make getting to work seemingly impossible in Nottoway County. If driving is required for one's work, that person is then at risk of losing their employment. If the underlying offense resulted in property damage, there could be additional expenses further threatening the financial stability of the individual's household. The John Tyler ASAP allows such offenders to maintain a restricted driving privilege throughout their period of intervention and supervision. The restricted driving privilege includes the requirement for an ignition interlock device to further protect the motoring public. Also, completion of the ASAP is required by Virginia code before such individuals can ever become fully licensed again in Virginia. Therefore, one can logically argue that the John Tyler ASAP may also be a measure of prevention against poverty, homelessness, and may help such citizens remain independent and pay taxes to the jurisdictions in which they live.

### Fee Structure:

Since the inception of VASAP, some local ASAPs have remained solely offender funded while others receive substantial contributions from their jurisdictions. John Tyler ASAP has been operating for more than 40 years without any financial assistance from the jurisdictions we serve. Our fees are set by the Code of Virginia, meaning we operate solely based off offender fees.

The VASAP fee of \$300 was set in 1986. In 1990, an intervention fee of \$50 was added to the core VASAP fee. Other than a \$50 increase to the intervention fee in 2002, the VASAP fee has remained the same since 1986. John Tyler ASAP, which has saved countless lives for over 40 years, operates on an extremely tight budget resulting in limited staffing and vulnerability to any drop in referrals. Although we do have funds in a reserve account, to operate at full capacity and to provide the optimal services we desire would require significant annual reductions in our reserves, leading to the possibility of insolvency over time.

In March 2021, the VCU Performance Management Group released the results of a comprehensive study of the VASAP system. The financial analysis of VASAP concluded that, *"increasing costs without a corresponding fee increase, combined with a propensity of courts to waive program fees is not a sustainable business model."*

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The VCU Performance Management Group further noted the following:

*“Stagnant Fee Structure: There is clear agreement that the current fee structure does not provide sufficient support for core programs and necessary staffing. As the most recent fee structure analysis did not yield consensus to increase fees, the fees have remained static.”*

### John Tyler ASAP Referral Numbers:

Since January 1, 2021, the John Tyler ASAP provided DUI intervention and supervision services to **12,493** individuals. These 12,493 individuals would not have been able to receive education, counseling, or supervision services without a local ASAP office. These individuals would also not have had the privilege of continued driving with an ignition interlock device which, by design, prevents the start or use of a vehicle if breath alcohol is detected. The Virginia code only allows ASAP offices to supervise ignition interlock.

Additionally, this office evaluated 609 individuals for license restoration after either being convicted of Driving While Intoxicated, 3<sup>rd</sup> Offense or Involuntary Manslaughter. These evaluations are used to determine if an offender is an appropriate candidate for license restoration. The John Tyler ASAP has provided the Reckless and Aggressive Driver Education Program for 1,196 drivers caught motoring at high rates of speed in the Commonwealth. There are many services provided from this office to the citizens of the John Tyler ASAP service areas.

### Nottoway County Referral Numbers:

Since the beginning of our fiscal year on July 1, 2024, the John Tyler ASAP has provided services to **26** DUI offenders who were convicted of Driving While Intoxicated in Nottoway County and referred to this program from Nottoway County Courts. Please note, this number does not include the many cases that were amended to reckless driving or that were deferred for a subsequent disposition. The 26 also does not include the large number of referrals received from the Department of Motor Vehicles. Nottoway County represents our 12<sup>th</sup> largest referral population of all 17 jurisdictions served. The total referrals received for Nottoway are broken down into the following service types:

- Community Service: 2
- Deferred Disposition: 1
- License Restoration Monitoring: 1
- Monitor Only: 1
- Reckless and Aggressive Driver Education Program: 7
- DUI 1<sup>st</sup>: 33
- DUI 2<sup>nd</sup>: 2

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### Financial Climate:

We're all aware of the ever-growing levels of inflation along with the current minimum wage. Since COVID, many of your constituents continue to be impacted financially. It is important to note that John Tyler ASAP provides services to all court-ordered clients *regardless* of their ability to pay the ASAP fee. Although there are many reasons why citizens may have financial instability, the John Tyler ASAP has a 92% collection rate and *still* needs your assistance to be able to continue to provide all needed services to the citizens of Nottoway County. Of our active and inactive clients, those from Nottoway County owe a total of \$6,327 to John Tyler ASAP. Again, our agency will not turn away a court-ordered client from needed services regardless of their ability to pay for those services, as in doing so would contradict our mission to improve highway safety.

Many localities already assist their local programs with operational costs. Although the John Tyler ASAP is the largest local program in the Commonwealth of Virginia, we have yet to receive financial assistance. Currently, the following jurisdictions provide annual contributions to their local programs:

<b>Municipality</b>	<b>Annual Contribution to their Local Program</b>
1. Alexandria	\$100,000.00
2. Arlington	\$489,183.00
3. Clarke	\$8,000.00
4. Fairfax	\$1,025,964.00
5. Falls Church	\$11,200.00
6. Hampton	\$25,000.00
7. Harrisonburg	\$20,000.00
8. James City	\$25,000.00
9. Newport News	\$26,000.00
10. Page	\$8,000.00
11. Poquoson	\$5,000.00
12. Rockingham	\$20,000.00
13. Shenandoah	\$15,000.00
14. Warren	\$20,000.00
15. Williamsburg	\$29,000.00
16. Winchester	\$49,322.00
17. York	<u>\$25,000.00</u>
	\$1,901,669.00 is the total contribution of other municipalities to their servicing ASAPs.

### Public Safety:

The citizens and Board of Supervisors prioritize the safety and well-being of their communities. This is evidenced by the current, increasing, and ongoing financial contributions to Health, Human Services, and Public Safety each fiscal year.



# John Tyler ASAP

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According to NHTSA, the average person has operated a motor vehicle intoxicated over 80 times before being arrested. Think about the threat to Nottoway when considering that the 35 individuals noted above have driven intoxicated over 80 times before they were arrested. Next, think about the total 2,800 average intoxicated driving events that could have killed a Nottoway County family on our roadways. According to MADD, a death is caused by drunk driving every 45 minutes. Someone is injured by a drunk driver every 2 minutes. It is imperative that we protect the citizens of Nottoway County through intervention and probation services. NHTSA indicates 3.78 million attempts to drive intoxicated were thwarted by ignition interlock devices in 2020. Again, VASAP is the only agency authorized by Virginia Code to supervise ignition interlocks. Such needed services are what the John Tyler ASAP provides to Nottoway County.

### Conclusion:

Since 2021, the operational costs for the John Tyler ASAP have totaled \$3,374,112.00. The totality of these costs were paid by the offenders or participants in this program. *The John Tyler ASAP has been operational since the 1970's with no local, state, or federal tax money.*

In order to maintain a local Alcohol Safety Action Program in the Nottoway County area, that operates at optimal levels, local funding is now needed. Therefore, this office is seeking to collect local contributions from the service areas of this program. The receipt of such funding or in-kind contributions will guarantee the citizens of Nottoway County will continue to have intervention and supervision services, thus protecting the motoring public and keeping our roadways safer for you, me, and everyone around us.

The following is a non-exclusive list of applications of additional funding that could optimize our program:

- Multi-language services or hired bilingual staff,
- Increase staffing to lower caseloads,
- Increase staffing to increase availability of staff to provider services at our more remote jurisdictions,
- Community outreach to middle schools, high schools, and local colleges/universities,
- Training and outreach to courts, attorneys, and judges,
- Hired security for instructors teaching outside of regular business hours,
- Enhanced encryption, equipment upgrades, and IT security advances,
- Increase employee wages to retain talent and be competitive with similar positions,
- Purchase of additional alcohol and drug testing equipment and supplies,
- Staff education and focus on grant writing,
- And many other possibilities!

On behalf of the John Tyler ASAP, I thank you for your consideration. I welcome the opportunity to answer any questions you may have at your convenience. With tremendous gratitude and kind regards, I remain,

# John Tyler ASAP

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Yours Truly,  
  
Ashley Cole  
Director  
[acole@jtasap.com](mailto:acole@jtasap.com)  
703-389-5992

## **§ 18.2-271.1. Probation, education, and rehabilitation of person charged or convicted; person convicted under law of another state or federal law**

A. Any person convicted of a first or second offense of § 18.2-266, or any ordinance of a county, city, or town similar to the provisions thereof, or provisions of subsection A of § 46.2-341.24, shall be required by court order, as a condition of probation or otherwise, to enter into and successfully complete an alcohol safety action program in the judicial district in which such charge is brought or in any other judicial district upon such terms and conditions as the court may set forth. However, upon motion of a person convicted of any such offense following an assessment of the person conducted by an alcohol safety action program, the court, for good cause, may decline to order participation in such a program if the assessment by the alcohol safety action program indicates that intervention is not appropriate for such person. In no event shall such persons be permitted to enter any such program which is not certified as meeting minimum standards and criteria established by the Commission on the Virginia Alcohol Safety Action Program (VASAP) pursuant to this section and to § 18.2-271.2. However, any person charged with a violation of a first or second offense of § 18.2-266, or any ordinance of a county, city, or town similar to the provisions thereof, or provisions of subsection A of § 46.2-341.24, may, at any time prior to trial, enter into an alcohol safety action program in the judicial district in which such charge is brought or in any other judicial district. Any person who enters into such program prior to trial may pre-qualify with the program to have an ignition interlock system installed on any motor vehicle owned or operated by him. However, no ignition interlock company shall install an ignition interlock system on any such vehicle until a court issues to the person a restricted license with the ignition interlock restriction.

B. The court shall require the person entering such program under the provisions of this section to pay a fee of no less than \$250 but no more than \$300. A reasonable portion of such fee, as may be determined by the Commission on VASAP, but not to exceed 10 percent, shall be forwarded monthly to be deposited with the State Treasurer for expenditure by the Commission on VASAP, and the balance shall be held in a separate fund for local administration of driver alcohol rehabilitation programs. Upon a positive finding that the defendant is indigent, the court may reduce or waive the fee. In addition to the costs of the proceeding, fees as may reasonably be required of defendants referred for intervention under any such program may be charged.

C. Upon conviction of a violation of § 18.2-266 or any ordinance of a county, city or town similar to the provisions thereof, or subsection A of § 46.2-341.24, the court shall impose the sentence authorized by § 18.2-270 or 46.2-341.28 and the license revocation as authorized by § 18.2-271. In addition, if the conviction was for a second offense committed within less than 10 years after a first such offense, the court shall order that restoration of the person's license to drive be conditioned upon the installation of an ignition interlock system on each motor vehicle, as defined in § 46.2-100, owned by or registered to the person, in whole or in part, for a period of six months beginning at the end of the three year license revocation, unless such a system has already been installed for six months prior to that time pursuant to a restricted license order



under subsection E. Upon a finding that a person so convicted is required to participate in the program described herein, the court shall enter the conviction on the warrant, and shall note that the person so convicted has been referred to such program. The court may then proceed to issue an order in accordance with subsection E, if the court finds that the person so convicted is eligible for a restricted license. If the court finds good cause for a person not to participate in such program or subsequently that such person has violated, without good cause, any of the conditions set forth by the court in entering the program, the court shall dispose of the case as if no program had been entered, in which event the revocation provisions of § 46.2-389 and subsection A of § 46.2-391 shall be applicable to the conviction. The court shall, upon final disposition of the case, send a copy of its order to the Commissioner of the Department of Motor Vehicles. If such order provides for the issuance of a restricted license, the Commissioner of the Department of Motor Vehicles, upon receipt thereof, shall issue a restricted license. The period of time during which the person (i) is prohibited from operating a motor vehicle that is not equipped with an ignition interlock system, (ii) is required to have an ignition interlock system installed on each motor vehicle owned by or registered to the person, in whole or in part, or (iii) is required to use a remote alcohol monitoring device shall be calculated from the date the person is issued a restricted license by the court; however, such period of time shall be tolled upon the expiration of the restricted license issued by the court until such time as the person is issued a restricted license by the Department of Motor Vehicles. Appeals from any such disposition shall be allowed as provided by law. The time within which an appeal may be taken shall be calculated from the date of the final disposition of the case or any motion for rehearing, whichever is later.

D. Any person who has been convicted under the law of another state or the United States of an offense substantially similar to the provisions of § 18.2-266 or subsection A of § 46.2-341.24, and whose privilege to operate a motor vehicle in this Commonwealth is subject to revocation under the provisions of § 46.2-389 and subsection A of § 46.2-391, may petition the general district court of the county or city in which he resides that he be given probation and assigned to a program as provided in subsection A and that, upon entry into such program, he be issued an order in accordance with subsection E. If the court finds that such person would have qualified therefor if he had been convicted in this Commonwealth of a violation of § 18.2-266 or subsection A of § 46.2-341.24, the court may grant the petition and may issue an order in accordance with subsection E as to the period of license suspension or revocation imposed pursuant to § 46.2-389 or subsection A of § 46.2-391. The court (i) shall, as a condition of a restricted license, prohibit such person from operating a motor vehicle that is not equipped with a functioning, certified ignition interlock system for a period of time not to exceed the period of license suspension and restriction, not less than six consecutive months without alcohol-related violations of interlock requirements, and (ii) may, upon request of such person and as a condition of a restricted license, require such person to use a remote alcohol monitoring device in accordance with the provisions of subsection E of § 18.2-270.1. Such order shall be conditioned upon the successful completion of a program by the petitioner. If the court subsequently finds that such person has violated any of the conditions set forth by the court, the court shall dispose of the case as if no program had been entered and shall notify the Commissioner, who shall revoke the person's license in accordance with the provisions of § 46.2-389 or subsection A of § 46.2-391. A copy of the order granting the petition or subsequently revoking or suspending such person's license to operate a motor vehicle shall be forthwith sent to the Commissioner of the Department of Motor Vehicles. The period of time during which the person (a) is prohibited from operating a motor vehicle that is not equipped with an ignition interlock system or (b) is required

to use a remote alcohol monitoring device shall be calculated from the date the person is issued a restricted license by the court; however, such period of time shall be tolled upon the expiration of the restricted license issued by the court until such time as the person is issued a restricted license by the Department of Motor Vehicles.

No period of license suspension or revocation shall be imposed pursuant to this subsection which, when considered together with any period of license suspension or revocation previously imposed for the same offense under the law of another state or the United States, results in such person's license being suspended for a period in excess of the maximum periods specified in this subsection.

E. Except as otherwise provided herein, if a person enters a certified program pursuant to this section, and such person's license to operate a motor vehicle, engine, or train in the Commonwealth has been suspended or revoked, or a person's license to operate a motor vehicle, engine, or train in the Commonwealth has been suspended or revoked pursuant to former § 18.2-259.1 or 46.2-390.1, the court may, in its discretion and for good cause shown, provide that such person be issued a restricted permit to operate a motor vehicle for any of the following purposes: (i) travel to and from his place of employment; (ii) travel to and from an alcohol rehabilitation or safety action program; (iii) travel during the hours of such person's employment if the operation of a motor vehicle is a necessary incident of such employment; (iv) travel to and from school if such person is a student, upon proper written verification to the court that such person is enrolled in a continuing program of education; (v) travel for health care services, including medically necessary transportation of an elderly parent or, as designated by the court, any person residing in the person's household with a serious medical problem upon written verification of need by a licensed health professional; (vi) travel necessary to transport a minor child under the care of such person to and from school, day care, and facilities housing medical service providers; (vii) travel to and from court-ordered visitation with a child of such person; (viii) travel to a screening, evaluation, and education program entered pursuant to § 18.2-251 or subsection H of § 18.2-258.1; (ix) travel to and from court appearances in which he is a subpoenaed witness or a party and appointments with his probation officer and to and from any programs required by the court or as a condition of probation; (x) travel to and from a place of religious worship one day per week at a specified time and place; (xi) travel to and from appointments approved by the Division of Child Support Enforcement of the Department of Social Services as a requirement of participation in an administrative or court-ordered intensive case monitoring program for child support for which the participant maintains written proof of the appointment, including written proof of the date and time of the appointment, on his person; (xii) travel to and from jail to serve a sentence when such person has been convicted and sentenced to confinement in jail and pursuant to § 53.1-131.1 the time to be served is on weekends or nonconsecutive days; (xiii) travel to and from the facility that installed or monitors the ignition interlock in the person's vehicle; (xiv) travel to and from a job interview for which he maintains on his person written proof from the prospective employer of the date, time, and location of the job interview; or (xv) travel to and from the offices of the Virginia Employment Commission for the purpose of seeking employment. However, (a) any such person who is eligible to receive a restricted license as provided in subsection C of § 18.2-270.1 or (b) any such person ordered to use a remote alcohol monitoring device pursuant to subsection E of § 18.2-270.1 who has a functioning, certified ignition interlock system as required by law may be issued a restricted permit to operate a motor vehicle for any lawful purpose. No restricted license issued pursuant to this subsection shall permit any person to operate a commercial motor vehicle as defined in the Virginia Commercial

Driver's License Act (§ 46.2-341.1 et seq.). The court shall order the surrender of such person's license to operate a motor vehicle to be disposed of in accordance with the provisions of § 46.2-398 and shall forward to the Commissioner of the Department of Motor Vehicles a copy of its order entered pursuant to this subsection, which shall specifically enumerate the restrictions imposed and contain such information regarding the person to whom such a permit is issued as is reasonably necessary to identify such person. The court shall also provide a copy of its order to the person so convicted who may operate a motor vehicle on the order until receipt from the Commissioner of the Department of Motor Vehicles of a restricted license, if the order provides for a restricted license for that time period. A copy of such order and, after receipt thereof, the restricted license shall be carried at all times while operating a motor vehicle. Any person who operates a motor vehicle in violation of any restrictions imposed pursuant to this section is guilty of a violation of § 18.2-272. Such restricted license shall be conditioned upon enrollment within 15 days in, and successful completion of, a program as described in subsection A. No restricted license shall be issued during the first four months of a revocation imposed pursuant to subsection B of § 18.2-271 or subsection A of § 46.2-391 for a second offense of the type described therein committed within 10 years of a first such offense. No restricted license shall be issued during the first year of a revocation imposed pursuant to subsection B of § 18.2-271 or subsection A of § 46.2-391 for a second offense of the type described therein committed within five years of a first such offense. No restricted license shall be issued during any revocation period imposed pursuant to subsection C of § 18.2-271 or subsection B of § 46.2-391. Notwithstanding the provisions of § 46.2-411, the fee charged pursuant to § 46.2-411 for reinstatement of the driver's license of any person whose privilege or license has been suspended or revoked as a result of a violation of § 18.2-266, subsection A of § 46.2-341.24 or of any ordinance of a county, city, or town, or of any federal law or the laws of any other state similar to the provisions of § 18.2-266 or subsection A of § 46.2-341.24 shall be \$105. Forty dollars of such reinstatement fee shall be retained by the Department of Motor Vehicles as provided in § 46.2-411, \$40 shall be transferred to the Commission on VASAP, and \$25 shall be transferred to the Commonwealth Neurotrauma Initiative Trust Fund. Any person who is otherwise eligible to receive a restricted license issued in accordance with this subsection or as otherwise provided by law shall not be required to pay in full his fines and costs, as defined in § 19.2-354.1, before being issued such restricted license.

F. The court shall have jurisdiction over any person entering such program under any provision of this section, or under any provision of § 46.2-392, until such time as the case has been disposed of by either successful completion of the program, or revocation due to ineligibility or violation of a condition or conditions imposed by the court, whichever shall first occur. Revocation proceedings shall be commenced by notice to show cause why the court should not revoke the privilege afforded by this section. Such notice shall be made by first-class mail to the last known address of such person, and shall direct such person to appear before the court in response thereto on a date contained in such notice, which shall not be less than 10 days from the date of mailing of the notice. Failure to appear in response to such notice shall of itself be grounds for revocation of such privilege. Notice of revocation under this subsection shall be sent forthwith to the Commissioner of the Department of Motor Vehicles.

G. For the purposes of this section, any court that has convicted a person of a violation of § 18.2-266, subsection A of § 46.2-341.24, any ordinance of a county, city, or town similar to the provisions of § 18.2-266, or any reckless driving violation under Article 7 (§ 46.2-852 et seq.) of Chapter 8 of Title 46.2 and such person was initially charged with a violation of § 18.2-266,

subsection A of § 46.2-341.24, or any ordinance of a county, city, or town similar to the provisions of § 18.2-266 shall have continuing jurisdiction over such person during any period of license revocation related to that conviction, for the limited purposes of (i) referring such person to a certified alcohol safety action program, (ii) providing for a restricted permit for such person in accordance with the provisions of subsection E, and (iii) imposing terms, conditions and limitations for actions taken pursuant to clauses (i) and (ii), whether or not it took either such action at the time of the conviction. This continuing jurisdiction is subject to the limitations of subsection E that provide that no restricted license shall be issued during a revocation imposed pursuant to subsection C of § 18.2-271 or subsection B of § 46.2-391 or during the first four months or first year, whichever is applicable, of the revocation imposed pursuant to subsection B of § 18.2-271 or subsection A of § 46.2-391. The provisions of this subsection shall apply to a person convicted of a violation of § 18.2-266, subsection A of § 46.2-341.24, any ordinance of a county, city, or town similar to the provisions of § 18.2-266, or any reckless driving violation under Article 7 (§ 46.2-852 et seq.) of Chapter 8 of Title 46.2 and such person was initially charged with a violation of § 18.2-266, subsection A of § 46.2-341.24, or any ordinance of a county, city, or town similar to the provisions of § 18.2-266 on, after and at any time prior to July 1, 2003.

H. The State Treasurer, the Commission on VASAP or any city or county is authorized to accept any gifts or bequests of money or property, and any grant, loan, service, payment or property from any source, including the federal government, for the purpose of driver alcohol education. Any such gifts, bequests, grants, loans or payments shall be deposited in the separate fund provided in subsection B.

I. The Commission on VASAP, or any county, city, or town, or any combination thereof, may establish and, if established, shall operate, in accordance with the standards and criteria required by this subsection, alcohol safety action programs in connection with highway safety. Each such program shall operate under the direction of a local independent policy board. Such local independent policy board shall be chosen in accordance with procedures approved and promulgated by the Commission on VASAP. Such procedures shall provide that the board shall endeavor to select one criminal defense attorney who has specialized knowledge in representing persons charged with driving while intoxicated offenses and one local attorney for the Commonwealth to sit on such local independent policy board. Local sitting or retired district court judges who regularly hear or heard cases involving driving under the influence and are familiar with their local alcohol safety action programs may serve on such boards. The Commission on VASAP shall establish minimum standards and criteria for the implementation and operation of such programs and shall establish procedures to certify all such programs to ensure that they meet the minimum standards and criteria stipulated by the Commission. The Commission shall also establish criteria for the administration of such programs for public information activities, for accounting procedures, for the auditing requirements of such programs and for the allocation of funds. Funds paid to the Commonwealth hereunder shall be utilized in the discretion of the Commission on VASAP to offset the costs of state programs and local programs run in conjunction with any county, city or town and costs incurred by the Commission. The Commission shall submit an annual report as to actions taken at the close of each calendar year to the Governor and the General Assembly.

J. Notwithstanding any other provisions of this section or of § 18.2-271, nothing in this section shall permit the court to suspend, reduce, limit, or otherwise modify any disqualification from operating a commercial motor vehicle imposed under the provisions of the Virginia Commercial



Driver's License Act (§ [46.2-341.1](#) et seq.).

1975, c. 601; 1976, cc. 612, 691; 1977, c. 240; 1978, c. 352; 1979, c. 353; 1980, c. 589; 1981, c. 195; 1982, c. 301; 1983, c. 504; 1984, c. 778; 1986, cc. 552, 590; 1987, cc. 465, 663; 1988, cc. 781, 858, 859, 888; 1989, c. 705; 1990, c. 949; 1991, cc. 131, 491; 1992, c. 559; 1993, cc. 527, 919; 1994, cc. [359](#), [363](#), [870](#); 1996, c. [984](#); 1997, cc. [472](#), [508](#); 1998, c. [703](#); 1999, c. [743](#); 2000, cc. [958](#), [970](#), [980](#); 2001, cc. [182](#), [645](#), [779](#); 2002, c. [806](#); 2003, c. [290](#); 2004, c. [720](#); 2007, cc. [194](#), [553](#); 2009, c. [295](#); 2010, cc. [446](#), [682](#); 2011, c. [592](#); 2012, cc. [141](#), [570](#); 2014, c. [707](#); 2015, cc. [506](#), [729](#); 2017, cc. [499](#), [701](#); 2020, c. [1007](#); 2021, Sp. Sess. I, cc. [336](#), [376](#); 2023, cc. [561](#), [562](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

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