

March 9, 2009

The Carroll County Board of Supervisors held their regular monthly meeting on Monday March 9, 2009 in the Board Meeting Room of the Carroll County Governmental Center.

Present were: David V. Hutchins, Chairman  
Wesley G. Hurst, Vice-Chairman  
W.S. "Sam" Dickson  
Andrew S. Jackson  
Dr. Thomas W. Littrell  
N. Manus McMillian  
Gary Larrowe, County Administrator  
Ronald L. Newman, Assistant Administrator  
Nikki Shank, Assistant Administrator  
James E. Cornwell, Jr., County Attorney

Mr. Hutchins called the meeting to order at 4:10 p.m. and asked Mr. Larrowe to lead in prayer and pledge.

Mr. Hutchins welcomed everyone and told that it was good to see people attend and show interest. He recognized Nikki Shank as the new Assistant County Administrator and told that the Board is excited and they know she will bring energy and help take away some of the pressure. He recognized receiving letters from 3 citizens concerning County issues.

(Order)

**APPROVE AGENDA**

Upon motion by Mr. Hurst, seconded by Mr. McMillian, and passed unanimously, the Board approved the agenda with the addition of a Resolution of Support for VDOT.

VOTES

Mr. Jackson Yes  
Mr. Hurst Yes  
Mr. Hutchins Yes  
Mr. Dickson Yes  
Mr. Littrell Yes  
Mr. McMillian Yes

(Order)

**APPROVAL OF MINUTES**

Upon motion by Mr. Hurst, seconded by Mr. Dickson, and passed unanimously, the Board approved the minutes of their regular meeting held on February 9, 2009 as previously distributed to the members of this Board by its Clerk and as recorded in Minute Book No. 25 in the County Administrator's Office.

VOTES

Mr. Jackson Yes  
Mr. Hurst Yes  
Mr. Hutchins Yes  
Mr. Dickson Yes  
Mr. Littrell Yes  
Mr. McMillian Yes

March 9, 2009

(Order)

**APPROVAL OF PAYROLL**

Upon motion by Mr. Hurst, seconded by Mr. Dickson, and passed unanimously, the Board approved the payroll for February 2009 and did authorize the Chairman and Clerk, along with Bonita M. Williams, Treasurer, to sign on the 13<sup>th</sup> and 31<sup>st</sup> days of March checks for the payment of salaries and wages for all County officials and employees as previously budgeted by the State Compensation Board and this Board of Supervisors.

VOTES

Mr. Jackson Yes  
Mr. Hurst Yes  
Mr. Hutchins Yes  
Mr. Dickson Yes  
Mr. Littrell Yes  
Mr. McMillian Yes

(Order)

**APPROVE FIRE PROGRAMS CARRYOVER AND ADDITIONAL REVENUE**

Upon motion by Mr. Hurst, seconded by Mr. Dickson, and passed unanimously, the Board approved an additional appropriation in the amount of \$7317.19 from carryover funds and \$2250.00 from higher than expected revenue from Fire Programs for 2009 to line item #032020-7000.

VOTES

Mr. Jackson Yes  
Mr. Hurst Yes  
Mr. Hutchins Yes  
Mr. Dickson Yes  
Mr. Littrell Yes  
Mr. McMillian Yes

(Order)

**APPROVE LGIP VEHICLE PURCHASE ACCOUNT TRANSFER**

Upon motion by Mr. Hurst, seconded by Mr. Dickson, and passed unanimously, the Board approved transferring \$18,553.75 from the LGIP vehicle purchase account back to the General Fund and authorized closing the LGIP vehicle purchase account.

VOTES

Mr. Jackson Yes  
Mr. Hurst Yes  
Mr. Hutchins Yes  
Mr. Dickson Yes  
Mr. Littrell Yes  
Mr. McMillian Yes

(Order)

**APPROVE RE-APPROPRIATION OF LOCAL FUNDS FOR SCHOOL**

Upon motion by Mr. Hurst, seconded by Mr. Dickson, and passed unanimously, the Board approved the following resolution concerning re-appropriating any funds remaining in the Carroll County Schools fiscal year 2009 budget to fiscal year 2010.

March 9, 2009

VOTES

Mr. Jackson Yes  
Mr. Hurst Yes  
Mr. Hutchins Yes  
Mr. Dickson Yes  
Mr. Littrell Yes  
Mr. McMillian Yes

**Resolution to re-appropriate remaining local funds  
of the Carroll County School Board  
from FY2009 to FY2010**

Whereas, the current budget crisis in Virginia necessitates funding reductions to the Carroll County Schools in the fiscal year 2010 budget, and;

Whereas, the Carroll County Schools desire to have any cost savings in fiscal year 2009 re-appropriated to fiscal year 2010 to offset the budget reductions, and;

Now therefore, be it resolved, that the Carroll County Board of Supervisors does approve the re-appropriation of any funds remaining in the Carroll County Schools fiscal year 2009 budget to fiscal year 2010. At such time as the total of the remaining funds is determined, the Carroll County Board of Supervisors will approve the re-appropriation to specific funds/line items.

This resolution is approved this 9<sup>th</sup> day of March, 2009.

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David V. Hutchins, Chairman

(Order)

**APPROVE SOLID WASTE SERVICE CONTRACT**

Upon motion by Mr. Hurst, seconded by Mr. Dickson, and passed unanimously, the Board approved the following Service Contract between the Carroll Grayson Galax Solid Waste Authority and the County of Carroll, the County of Grayson, and the City of Galax.

VOTES

Mr. Jackson Yes  
Mr. Hurst Yes  
Mr. Hutchins Yes  
Mr. Dickson Yes  
Mr. Littrell Yes  
Mr. McMillian Yes

**SERVICE CONTRACT**

This **Service Contract** is dated as of July 1, 2008, by and between the **Carroll Grayson Galax Solid Waste Authority**, a public body politic and corporate (the "Authority"), and the **County of Carroll, Virginia**, the **County of Grayson, Virginia**, and the **City of Galax, Virginia**, all of which entities are political subdivisions of the Commonwealth of Virginia (each as "User" and collectively the "Users").

RECITALS

The Authority and Carroll County entered into a service contract dated as of September 1, 1991 (the "Prior Agreement") providing for certain rights

March 9, 2009

and obligations of the parties with respect to the development and operation of garbage and refuse collection and disposal facilities; and,

The remaining parties to this Agreement joined in the provisions of the Prior Agreement and on February 1, 1994 entered into a Contribution Agreement to provide support to the Authority in the event of an operating deficit in the budget of the Authority as provided in the Prior Agreement; and,

The Authority has constructed and is operating a Solid Waste Landfill in the Town of Hillsville, Virginia, (the "Facility") under the Rules and Regulations of the Virginia Department of Environmental Quality and accepts and disposes solid waste transported to the Facility from the Users; and,

Pursuant to its terms, the Prior Agreement was to be effective until January 1, 2007, unless further extended, and is to continue until adequate closure and post-closure obligations and responsibilities with respect to the facility operated by the Authority have been met; and,

The Authority, with the consent of the Users, have expanded the size and operation of the Facility to accept solid waste from the Users under the Authority's Rules and Regulations and has closed portions of the Facility and is providing post-closure care on the closed waste cells; and,

The Authority and the Users desire to continue the provisions of the Prior Agreement and contract for a supply of acceptable solid waste to be delivered to the Facility and to provide the Users with rights to dispose at the Facility acceptable solid waste generated within their respective jurisdictions.

March 9, 2009

**AGREEMENT**

NOW, THEREFORE, the parties to this Agreement agree as follows:

**ARTICLE I**

**DEFINITIONS**

Except as herein modified, the terms and definitions contained in the Prior Agreement are hereby incorporated in this Agreement unless the definitions of such terms have been modified by relevant provisions of the statutes of the Commonwealth of Virginia or the regulations of the Virginia Department of Environmental Quality in which case such definitions and any modification hereafter modified by such statutes or regulations are hereby made a part of this Agreement.

The following terms and definitions as contained in the Prior Agreement are hereby repealed and redefined as follows:

“Agreement” means this Service Contract.

“Bonds, or bonds” means any debt or obligation issued or incurred by the Authority

“Indenture” means any Indenture of Trust issued by the Authority, and any amendment or supplement thereto.

“Minimum Landfill Life” means the minimum amount of time that the Landfill is projected to have capacity to accept waste as determined by the Authority’s engineers.

“User or Users” means the political subdivision(s) which are members of the Authority and have executed this Service Contract.

**ARTICLE II**

**TERM OF AGREEMENT**

Section 2.1. Term. This Agreement shall become effective upon its execution by the Authority and the Users, subject to the terms and conditions contained herein, and shall be effective until July 1, 2047, unless further extended pursuant to the provisions of the Act, provided that this Agreement shall in any event continue until adequate closure and post-closure obligations and responsibilities with respect to the Facility have been met.

Section 2.2. Applicability; Amendments. Except as stated herein the terms, conditions and requirements contained in this Agreement shall apply equally to each User, and this Agreement and the Articles of Incorporation shall not be amended or changed in any way without the consent of the Authority and the consent of the governing body of each User.

**ARTICLE III**

**FACILITY CONSTRUCTION AND OPERATION**

Section 3.1 Facility Construction and Operating.

(a) the Authority has constructed and is operating the Facility.

(b) The Authority shall construct and maintain at its expense any facilities, improvements, and buildings necessary for the operation of the

March 9, 2009

Facility and shall furnish all labor, tools, and equipment necessary to operate the Facility, in accordance with Applicable Law.

Section 3.3 Use of Facility. The Facility may only be utilized by the Users and properly authorized persons and entities located within the User jurisdictions only for the transfer and disposal of Acceptable Waste originating within the User jurisdictions.

#### **ARTICLE IV**

#### **OBLIGATIONS RELATING TO DELIVERY AND ACCEPTANCE OF WASTE; OPERATING PROCEDURES**

##### **Section 4.1 Delivery and Acceptance.**

(a) Beginning on the effective date of this Agreement and continuing throughout the term of this Agreement, the Authority will accept and dispose of Acceptable Waste delivered by or on behalf of the Users in accordance with the terms of this Agreement for the useful life of the Landfill, and agrees to do so at and through the Facility unless an Uncontrollable Circumstance renders all or a portion of the Facility inoperable. In such case the Authority will provide for disposal at an alternative site after consulting with the Users. The Authority will use its best efforts to operate the Facility as economically as possible and to maintain a competitive Tipping Fee structure to encourage use of the Facility by Private Haulers.

(b) Each User shall have the right to deliver, or cause to be delivered, to the Facility all Acceptable Waste generated within its political jurisdiction. For as long as the Authority has any debt or Bonds outstanding in relation to the Facility, (i) each User will deliver, or cause to be delivered, to the Facility all Acceptable Waste, except Recycled Waste, which is generated or collected by any waste hauler who collects Acceptable Waste on behalf of the User, to provide a constant revenue stream to the Authority, and (ii) no User shall undertake or contract for solid waste disposal services to be substituted for the services provided by the Authority.

Section 4.2 Operating Rules. The Authority shall promulgate specific rules and procedures for the use and operation of the Facility, which shall be deemed a part of this Agreement following notice to the Users of such rules. The rules and procedures may be modified by the Authority from time to time upon notice to the Users from the Authority. A copy of such operating rules shall be available at the Landfill upon request. The parties agree to be bound to such rules and procedures in all respects. The rules may include fines for attempts to dispose of Unacceptable Waste in the Facility and procedures for banning designated haulers and any other persons who violate the rules. The Authority and Users agree that such rules and procedures shall not be inconsistent with this Agreement. In the event of a conflict between such rules and procedures and this Agreement or the Articles of Incorporation, this Agreement or the Articles of Incorporation shall prevail.

Section 4.3 New Members. Because the Landfill is a scarce and valuable resource and because all Users have a common interest insuring that the Landfill is utilized only for the proper disposal of Acceptable Waste and because the Authority and Users desire to make the best possible and most efficient use of the Landfill, Users and the Authority covenant and agree as follows:

(1) No person or entity shall be permitted to use the Facility except pursuant to the general terms and conditions of this Agreement;

(2) The Facility shall be used for the disposal only of Acceptable Waste originating within User jurisdictions;

March 9, 2009

(3) Additional political subdivisions within Carroll County and Grayson County may join the Authority and become Users by a simple majority vote of the Authority and upon the satisfaction of any conditions established by the Authority, which conditions may (but need not) include the following:

(a) The additional volume of Acceptable Waste that would be disposed of at the Landfill as a result of such proposed new User's joining is not projected to cause the total aggregate amount from all User jurisdictions to exceed the Maximum Annual Tonnage or to reduce the Minimum Landfill Life.

(b) The nature of the waste stream from the proposed new use is determined, by an independent environmental expert employed at such proposed new User's cost, to consist of Acceptable Waste only, and the proposed new User contracts in advance to be financially responsible for periodic, unannounced, inspections and testing of its waste stream by independent environmental experts chosen by the Authority and on such terms and at such times per Fiscal Year as determined by the Authority, and to comply with such other requirements as the Authority may impose to insure that only Acceptable, non-Hazardous Waste is delivered to the Facility.

(c) The proposed new User shall execute and deliver a counterpart of this Agreement as required by the Authority.

Section 4.4. Title to Acceptable Waste. Upon the Authority's acceptance of any Acceptable Waste, the Authority shall receive title to such Acceptable Waste. The Authority may, at its sole election, take title to Acceptable Waste at an earlier time if it notifies the affected User of the exercise of such election. The Authority shall never be deemed to have title to Unacceptable Waste and it is specifically not taking title to the same. Inoperability of the Authority's scales shall not affect the transfer of title. In the event of any dispute regarding transfer of title, the affected User shall join with the Authority in defense of such title.

Section 4.5. Disposal of Unacceptable Waste. The Authority shall notify any person or entity delivering waste found before discharge into the Facility to contain Unacceptable Waste that the waste cannot be disposed at the Facility. If Unacceptable Waste is disposed of by or on behalf of any User, and time and operations permit, the Authority shall notify the User and the User shall promptly cause the Unacceptable Waste to be removed from the Facility and disposed of in accordance with applicable Laws. If time and operations do not permit such notice or the User does not promptly remove the Unacceptable Waste, the Authority may, at its option, cause the same to be removed and disposed of in accordance with Applicable Law, and the User shall be liable for the costs thereof. The affected User shall reimburse the Authority for the actual costs, expenses, fines, penalties and liability resulting from the deposit of the Unacceptable Waste identified to have been disposed of by the User in the Facility, and, upon submission of satisfactory evidence of such costs, shall pay all such costs within 45 days of an invoice for them; provided that the authority shall not pay or agree to pay any fine or penalty, or acknowledge any liability unless the affected User is given an opportunity to participate and defend any such action seeking to impose a fine, penalty, or liability. The Authority will include provisions in its rules and procedures concerning discharge into the Facility of Unacceptable Waste by entities other than the Users or their designated haulers.

March 9, 2009

## ARTICLE V

### TIPPING FEES; OTHER CHARGES

Section 5.1. Tipping Fees. The Authority shall charge tipping Fees for each ton of Acceptance Waste delivered to the Facility and accepted by Authority for disposal in the Facility. The Tipping Fees shall be established and adjusted from time to time in accordance with the requirements of the Act. Subject to the terms and conditions of this Agreement and the Authority's rules and procedures, the Authority and Users recognize and agree that there may be numerous separate classes of disposers of Acceptable Waste into the Facility including (1) the Users, (2) Designated Haulers, and (3) various categories of Private Haulers with different Tipping Fees for each class. Because the Landfill is a scarce and valuable resource, and the Users and the Authority intend to preserve its use to the maximum degree possible, the Authority may establish different higher Tipping Fees for entities other than the Users who use the Facility. The Users shall be liable for any Tipping Fees payable by their respective Designated Haulers.

#### Section 5.2. Payments; Liability of Users.

(a) all amounts payable by the Users under this Agreement shall be invoiced on at least a quarterly basis unless otherwise indicated. Amounts invoiced shall be due 20 days after the date of receipt of the invoice. Invoices shall be deemed received three (3) days after being placed in the U.S. mail. Each invoice shall list all deliveries made during the applicable period and all information on the related weight records.

(b) The Authority shall maintain separate records for the amounts payable by each User and their Designated Haulers under this Agreement.

Section 5.3. Payment for Out-of-Hour Deliveries. The Authority may charge such amounts as it deems appropriate for deliveries at times other than the Facility's normal hours of operation.

Section 5.4. Late Payment. Any amount payable under this Agreement by the Users or Designated Haulers that is not paid when due in accordance with this Agreement shall bear interest compounded monthly at the greater of (i) 10% per month or ii) the highest rate allowed by law.

Section 5.5. Tipping Fee Adjustment. In the event of a dispute or disagreement regarding any Tipping Fee, or an adjustment thereto, Users shall pay the Authority's proposed adjusted Tipping Fee, pending resolution of the dispute or disagreement. The Authority shall, immediately after the resolution, reimburse the User and Designated Haulers for the aggregate amount of any overpayment occurring as a result of the subject matter of the disagreement.

Section 5.6. Relative Charges. Unless otherwise agreed by the Authority and the Users, each User shall be charged the same tipping Fees for use of the Facility. Subject to the foregoing, Users shall pay to the Authority the Tipping Fees set forth in the fee schedule adopted by the Authority in accordance with the Act and this Agreement. The Authority may establish fees in the rules and procedures promulgated by the Authority pursuant to section 4.2, for Private Haulers, other entities and for individuals delivering household waste in privately owned vehicles as it deems appropriate.

#### Section 5.7. Obligation to Pay Annual Deficit.

(a) Subject to the terms and conditions of this Agreement, each User jointly and severally agrees to pay to the Authority or such other person as the Authority may designate an amount equal to the then Annual Deficit, not

March 9, 2009

less than thirty (30) days after receipt of written request therefore from the Authority. The Authority shall determine the existence of any Annual Deficit and send notice thereof to each User within sixty days after the close of each Fiscal Year.

(b) As among the Users, each User shall be responsible for a portion the Annual Deficit Obligation, which portion shall be equal to the amount of the Annual Deficit multiplied by such User's "Share" as hereafter defined. For purposes of this Agreement, "Share" means, with respect to a User as of any time, the proportion (expressed as a percentage) that the tons of Acceptable Waste delivered to the Authority by or on behalf of the User in the immediately preceding Fiscal Year bears to the tons of all the Acceptable Waste delivered to the Authority by or on behalf of all the Users in such Fiscal Year, as such tons are reflected in the records of the Authority. If the Users receive a request from the Authority for payment of the Annual Deficit, the Users will promptly determine their respective Shares and will together pay to the Authority the amount of the Annual Deficit, each User paying the part thereof that equals its Share. If at any time a User shall have paid with respect to the Annual Deficit Obligation a greater percentage than its Share of such obligation, then such User shall be entitled to contribution from one or more of the other Users that have not paid with respect to the Annual Deficit Obligation as much as their respective Shares.

(c) The obligation of each User to make payments under this Section shall be subject to and contingent upon the provisions of Section 5.9 and appropriations being made for such purpose by the governing body of the User. Nothing in this Section or this Agreement shall constitute a pledge of the full faith and credit of any User under any provisions of its charter or the Constitution of Virginia or a bond or debt of any User within the meaning of any provision of the Constitution of Virginia or such User's charter. Subject to the provisions of this Agreement, the obligations of each User to make payments under this Section and to observe and perform all other covenants and agreements under this Agreement are unconditional; irrespective of any rights of set-off, recoupment, or counterclaim that any User may have, jointly or individually, against the Authority.

Section 5.8. Books and Records. The Authority shall maintain all books, records and accounts necessary to record all matters affecting the Tipping Fees or other amounts payable by or to Users and the Authority under this Agreement. All such books, records and accounts shall be maintained in accordance with generally accepted accounting principles, shall accurately, fairly and in reasonable detail reflect the Authority's transactions and shall be sufficient to enable those transactions to be audited in accordance with generally accepted accounting principles. Within two hundred forty (240) days after the close of each Fiscal Year, the Authority shall deliver to each User an annual report accompanied by a certificate of an independent certified public accountant, including, among other things, a statement of the financial position of the Authority at the end of such Fiscal Year, a statement of Operating Revenues and Operating Costs under this Agreement, and the amount, if any, of the Annual Deficit. All such books, records and accounts shall be available for inspection and photocopying by any User on reasonable notice so that it can verify Tipping Fees or other amounts payable under this Agreement. All such books, records and accounts shall be kept by the authority for at least five years (or any longer period required by Applicable Law).

Section 5.9. Annual Budget. The Authority shall provide to the Users on or before each April 1st its proposed annual budget for the upcoming Fiscal Year and such budget, as and when approved by the Users, shall be the "annual Budget" for purposes of this Agreement. The Authority shall also provide the Users with any and all proposed amendments to the Annual Budget, for their approval. The Annual budget shall set forth (i) the budgeted Operating Costs for such Fiscal Year; (ii) the budgeted Operating Revenues for

Comment [BDL1]: Wording?

March 9, 2009

such Fiscal Year; (iii) the budgeted expenditures for such Fiscal Year. The Authority shall also provide Operating Costs and Operating Revenues for the then current Fiscal Year. The Annual budget for an upcoming Fiscal Year and any amendments thereto shall not be effective and no expenditures shall be made by the Authority under the proposed Annual Budget unless and until such Annual Budget and any amendments have been approved by the governing bodies of the Users, such approval not to be unreasonably delayed or withheld. For as long as any bonds or debts are outstanding in relation to the Facility, the Authority shall continue operating within the expenditure levels approved under the Annual budget for the immediately preceding Fiscal Year until such time as a new annual budget is approved. After such bonds have been paid or their payment provided for, the Authority shall not incur any expense in any Fiscal Year unless the annual Budget for such year has been approved.

## **ARTICLE VI**

### **DEFAULT AND TERMINATION**

#### Section 6.1. Remedies for Default; Limitations on Termination.

(a) In the event of the breach by any party of an obligation under this Agreement, the right to recover damages or to be reimbursed will ordinarily constitute an adequate remedy. As long as any bonds or debts remain unpaid or their payment has not been provided for in accordance with such debt, no party may terminate its obligations under this Agreement.

(b) The Authority may refuse to accept any Acceptable Waste that is collected by a User if such User fails to timely pay any amount when due, including any accrued late payment interest, provided that the Authority has mailed to the User, via certified mail, a written notice of the failure to pay the amount due. Said notice shall be mailed to the User at the address to which invoices are sent, and shall be accompanied by a copy of the invoice for the unpaid amount.

(c) If any Event of Default occurs, the non-defaulting party shall be entitled to recover, to the extent proven, all of its respective damages, including incidental and consequential damages, caused by such Event of Default. The damages for any such Event of Default may include, without limitation: (i) amounts payable under this Agreement (including, without limitation, Tipping Fees); (ii) lost revenues and damages under any contract unable to be performed or realized, in whole or in part, by reason of such Event of Default; (iii) accelerated amounts if required under any contract or agreement as a result of an Event of Default specified in Section 6.3 (a); (iv) interest from the date of payment on any amounts borrowed or required to be advanced in connection with such Event of Default, including interest on amounts paid to mitigate damages or prevent a default from arising under any agreement relating to the Facility or its operations; (v) increased Operating Costs, and (vi) reimbursement for all reasonable expenses and costs, including the fees and expenses of its counsel, incurred in connection with any proceeding brought to recover such damages or to enforce the provisions of this Agreement.

Section 6.2. Events of Default by Authority. The following shall constitute an Event of Default by the Authority (“Authority Default”):

(a) The Authority’s persistent or repeated failure or refusal substantially to fulfill any of its material obligations to any User in accordance with this Agreement unless such failure or refusal shall be excused or justified by an Uncontrollable Circumstance or a default by a User hereunder; provided, however, that no such failure or refusal shall constitute an Authority Default unless and until;

March 9, 2009

(i) Such User has given written notice to the Authority stating that in its opinion a particular default or defaults (described in reasonable detail in such notice) exist that will, unless corrected, constitute a material breach of this Agreement by the Authority and that will in its opinion give the User a right to reimbursement or to recover damages under this Agreement, or after all bonds or debts have been paid or their payment provided for, a right to terminate its obligations hereunder, unless such default is corrected within a reasonable period of time, and

(ii) Authority has neither corrected such default nor initiated reasonable steps to correct it within a reasonable period of time (which shall in any event be not less than thirty days from the date of receipt of the notice given pursuant to clause (i) of this Section); provided that if the Authority has commenced to take reasonable steps to correct such default within such reasonable period of time, it shall not constitute an Authority Default for as long as the Authority is continuing to take reasonable steps to correct it.

Section 6.3. Events of Default by Users. Each of the following shall constitute an Event of Default by a User ("User Default"):

(a) The failure by a User to pay an amount under this Agreement within 30 days after receipt of a written invoice therefor; provided that a User's failure to pay all or part of the Annual Deficit as a result of failure of the governing body of such User to appropriate the necessary monies shall not constitute a User Default; or

(b) The failure or refusal by a User to fulfill any of its obligations to Authority in accordance with this Agreement unless such failure or refusal is excused or justified by an Uncontrollable Circumstance; provided that no such failure or refusal shall constitute an Event of Default unless and until:

(i) The Authority has given prior written notice to such User stating that in its opinion a particular default or defaults (described in reasonable detail in such notice) exist which will, unless corrected, constitute a material breach of this Agreement on the part of the User and which will in its opinion give the Authority a right to reimbursement, recover damages or refuse service under this Agreement for cause under this Section unless such default is corrected within a reasonable period of time, and

(ii) Such User has neither corrected such default nor initiated reasonable steps to correct it within a reasonable period of time (which in any event shall not be less than five days from the date of the notice given pursuant to clause (i) of this Section); provided that if the User has commenced to take reasonable steps to correct such default within such reasonable period of time, it shall not constitute an event of Default for as long as the User is continuing to take reasonable steps to correct it, unless such default creates an emergency situation which may endanger public health or safety, threaten the environment or endanger the continued operation of the Landfill, in which case an Event of Default shall be deemed to have occurred if such default is not corrected within ten days or less.

Section 6.4 Rights after Termination. Subject to the terms and conditions of this Agreement, if any User fails to pay its Tipping Fees or fails to pay any Annual Deficit after appropriations therefore have been made, such User shall remain liable for such amounts and shall continue to be bound by this Agreement.

March 9, 2009

## ARTICLE VII

### MISCELLANEOUS

Section 7.1 Extent of Agreement; Modification. Except as modified herein, the Prior Agreement shall remain in full force and effect, according to its terms. This Agreement, along with the Prior Agreement, represents the entire and integrated agreement between the Users and the Authority and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written agreement signed by the Users and the Authority. The Authority shall not be dissolved or any User permitted to withdraw without the written consent of the governing bodies of all the Users.

Section 7.2 Assignment. No assignment of this agreement, or any right accruing under this Agreement, shall be made in whole or part by any User without Authority's express written consent. The Users shall not resell to any entity the right to dispose of Acceptable Waste at the Facility, either directly through a User or indirectly through a Designated Hauler, for an amount greater than is paid by such User to the Authority for such disposal by User (whether such charge is direct or additive), without the express written consent of the Authority, which consent may be withheld by Authority at its sole discretion.

Section 7.3. Partnership. Nothing herein shall be construed to constitute a joint venture between Authority and any User or the formation of a partnership.

Section 7.4 Severability of Invalid Provisions. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section had not been contained in it.

Section 7.5 Notices. All notices, certificates, requests or other communications under this Agreement must be in writing and will be deemed given, unless otherwise required, when mailed by first-class mail, postage prepaid, to the addresses as set forth next to such party's signature at the end of this Agreement.

The parties may by notice given under this Section, designate such other addresses as they may deem appropriate for the receipt of notices under this Agreement. If, by reason of the suspension of or irregularities in regular mail service, it is impractical to mail notice of any event when notice is required to be given, then any manner of giving notice which is satisfactory to the intended recipient will be deemed to be sufficient.

Section 7.6 Further Documents. The parties to this Agreement will execute and deliver all documents and perform all further acts that may be reasonably necessary to perform the obligations and consummate the transactions contemplated by this Agreement.

Section 7.7 Counterparts. This Agreement may be executed in any number of counterparts which, taken together, will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have each caused this Agreement to be signed as of the date above written.

March 9, 2009

\_\_\_\_\_  
Chairman, Carroll  
Grayson Galax  
Solid Waste  
Authority  
Carroll-Grayson-  
Galax Solid Waste  
Authority  
P. O. Box 1837  
Hillsville, VA  
24343

**STATE OF VIRGINIA**

**COUNTY OF \_\_\_\_\_, to-wit:**

I, \_\_\_\_\_, a Notary Public in and for this County of \_\_\_\_\_, State of Virginia, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing instrument dated \_\_\_\_\_, 2008, as Chairman, Carroll Grayson Galax Regional Solid Waste Authority, County of \_\_\_\_\_, has this day acknowledged the same before me in \_\_\_\_\_ County, State of Virginia.

My Commission expires: \_\_\_\_\_  
Commission number: \_\_\_\_\_

Given under my hand this the \_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

Approved to as Form:

\_\_\_\_\_  
Attorney for Carroll Grayson Galax  
Solid Waste Authority

March 9, 2009

\_\_\_\_\_  
Chairman, Carroll  
County Board of  
Supervisors  
367 Wolfpen Ridge  
Road  
Galax, VA 24333

**STATE OF VIRGINIA**

**COUNTY OF \_\_\_\_\_, to-wit:**

I, \_\_\_\_\_, a Notary Public in and for this County of \_\_\_\_\_, State of Virginia, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing instrument dated \_\_\_\_\_, 2008, as Chairman, Carroll County Board of Supervisors of the County of Carroll, has this day acknowledged the same before me in \_\_\_\_\_ County, State of Virginia.

My Commission expires: \_\_\_\_\_  
Commission number: \_\_\_\_\_

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

Approved to as Form:

\_\_\_\_\_  
County Attorney

March 9, 2009

\_\_\_\_\_  
Chairman, Grayson  
County Board of  
Supervisors  
550 Little Wilson  
Road  
Mouth of Wilson,  
VA 24333

**STATE OF VIRGINIA**

**COUNTY OF \_\_\_\_\_ to-wit:**

I, \_\_\_\_\_, a Notary Public in and for this County  
of \_\_\_\_\_, State of Virginia, do hereby certify that  
\_\_\_\_\_, whose name is signed to the foregoing  
instrument dated \_\_\_\_\_, 2008, as Chairman, Grayson County Board of  
Supervisors of the County of Grayson, has this day acknowledged the same  
before me in \_\_\_\_\_ County, State of Virginia.

My Commission expires: \_\_\_\_\_  
Commission number: \_\_\_\_\_

Given under my hand this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

Approved to as Form:

\_\_\_\_\_  
County Attorney

March 9, 2009

\_\_\_\_\_  
Mayor, City of Galax  
124 Highland  
Avenue  
Galax, VA 24333

**STATE OF VIRGINIA**

**COUNTY OF \_\_\_\_\_, to-wit:**

I, \_\_\_\_\_, a Notary Public in and for this County of Carroll, State of Virginia, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing instrument dated \_\_\_\_\_, 2008, as Mayor of the City of Galax, has this day acknowledged the same before me in \_\_\_\_\_ County, State of Virginia.

My Commission expires: \_\_\_\_\_  
Commission number: \_\_\_\_\_

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

Approved to as Form:

\_\_\_\_\_  
City Attorney

(Order)

**APPROVE SHERIFF'S OFFICE ADDITIONAL APPROPRIATION**

Upon motion by Mr. Hurst, seconded by Mr. Dickson, and passed unanimously, the Board approved re-appropriating the funds listed below that have been recouped from various expenses.

Court Costs 16010-0003	\$18.00
Extradition 19020-0020	\$83.66
Towing 19020-002	\$100.00

To

Advertising 31020-3001	\$60.00
Office Supplies 31020-5401	\$18.00
Travel Exp. 31020-5504	\$83.66
Vehicle Sup. 31030-5409	\$40.00

**VOTES**

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes

March 9, 2009

Mr. Littrell Yes  
Mr. McMillian Yes

(Order)

**APPROVE SHERIFF'S OFFICE APPROPRIATION**

Upon motion by Mr. Hurst, seconded by Mr. Dickson, and passed unanimously, the Board approved an additional allocation that will recognize the revenue and expenditure for a deputy that the County has been paying the insurance premium for when he was injured in the line of duty. This premium has been reimbursed by the State in the amount of \$4674.00

VOTES

Mr. Jackson Yes  
Mr. Hurst Yes  
Mr. Hutchins Yes  
Mr. Dickson Yes  
Mr. Littrell Yes  
Mr. McMillian Yes

(Order)

**APPROVE SURPLUS ITEMS**

Upon motion by Mr. Hurst, seconded by Mr. Dickson, and passed unanimously, the Board declared the following as surplus:

2004 Dodge Intrepid	#2B3HD46V04H594173
1997 Ford Crown Vic	#2FALP71W3VX185860
1987 Ford 8000 Fire Truck	#1FDYD80U8HVA26185

VOTES

Mr. Jackson Yes  
Mr. Hurst Yes  
Mr. Hutchins Yes  
Mr. Dickson Yes  
Mr. Littrell Yes  
Mr. McMillian Yes

(Order)

**APPROVE SHERIFF'S OFFICE ADDITIONAL ALLOCATION**

Upon motion by Mr. Hurst, seconded by Mr. Dickson, and passed unanimously, the Board approved an additional allocation for funds returned to the Sheriff for seizure and assets in relation to narcotics cases that have been receipted to the General Fund. In reviewing the federal and state guidelines for accounting for these funds, it is necessary to remove these funds from the General Fund and place in a separate fund. This will be in the amount of \$57,639.24.

VOTES

Mr. Jackson Yes  
Mr. Hurst Yes  
Mr. Hutchins Yes  
Mr. Dickson Yes  
Mr. Littrell Yes  
Mr. McMillian Yes

March 9, 2009

(Order)

**ADOPT VDOT RESOLUTION OF SUPPORT**

Upon motion by Mr. Hurst, seconded by Mr. Dickson, and passed unanimously, the Board adopted the following Resolution regarding the VDOT Hillsville Residency:

**RESOLUTION**

**VDOT OFFICE IN HILLSVILLE**

Whereas, The Virginia Department of Transportation will lay off 450 hourly employees across the Commonwealth as a way to reduce staff costs.

Whereas, The Hillsville residency will be closing and combining with the Martinsville Department of Transportation office.

Whereas, The Hillsville residency provides service to I-77, US Route 58, US Route 52, US Route 100 and US Route 221, which are all major highways in Carroll County.

Whereas, The Hillsville residency provides maintenance services and upgrades to 92.71 miles of primary roads, 514.35 miles of secondary paved roads, and 325.40 miles of secondary unpaved roads for a total of 932.46 miles of road in Carroll County.

Whereas, Martinsville is 64 miles from Carroll County. Because of the mountainous terrain, weather conditions are much more treacherous in Carroll County than in Martinsville. The distance will also affect our homeowners as well as developers in applying for various permits when constructing as well as work orders for general repairs and maintenance.

Whereas, closure of the Hillsville Department of Transportation will be detrimental to the citizens as well as the Economic standing of Carroll County.

NOW, THEREFORE, BE IT RESOLVED that the Carroll County Board of Supervisors request support to leave the Hillsville VDOT Resident Office open and use it as a hub for maintaining other localities.

\_\_\_\_\_  
Date

\_\_\_\_\_  
BOS, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Administrator

**VOTES**

- Mr. Jackson Yes
- Mr. Hurst Yes
- Mr. Hutchins Yes
- Mr. Dickson Yes
- Mr. Littrell Yes
- Mr. McMillian Yes

March 9, 2009

(Order)

**APPROVE APRIL ROADSIDE LITTER PROJECT**

Upon motion by Mr. Hurst, seconded by Mr. Dickson, and passed unanimously, the Board approved the April Roadside Litter Project as described in the following letter:



David V. Hutchins  
Chairman  
Wesley G. Hurst  
Vice-Chairman

W. S. "Sam" Dickson  
Thomas Littrell  
Andy S. Jackson  
N. Manus McMillian

*Office of the Administrator*  
605-1 Pine Street  
Hillsville, VA 24343

March 10, 2009

To: Various Civic Organizations  
From: Carroll County Administrator's Office  
Re: Roadside Litter Control Project 2009

The Carroll County Board of Supervisors has approved the yearly Roadside Litter Control Project for 2009. This program will run through the month of April.

Carroll County strongly encourages recycling of any items that might be recycled. You will notice the attached form does contain a recycle section to assist us in knowing the amounts of various items recycled.

The Carroll County Board of Supervisors truly appreciates the efforts of all the organizations who participate in this program. The grant for this program was not received this year; however, the Board felt strongly enough about the positive effects of the program to supply the funds. Funds will be distributed after the May Board meeting.

Collection bags may be picked up at the Carroll County Administrator's Office or the Cana Trash Convenience site beginning the first week of April.

The attached form may be used to report the efforts of your organization or you may complete the form on-line at [www.carrollcountyva.org/litter](http://www.carrollcountyva.org/litter). If you have any questions, please call the County Administrator's Office at 276-730-3001.

**VOTES**

Mr. Jackson Yes  
Mr. Hurst Yes  
Mr. Hutchins Yes  
Mr. Dickson Yes  
Mr. Littrell Yes  
Mr. McMillian Yes

March 9, 2009

**VDOT UPDATE – BOB BEASLEY**

Mr. Beasley told that the figures are yet to arrive for the Secondary Six Year Construction Plan. He told that unimproved road funds have went to basically nothing. He stated that there were 2 major projects on Route 620 that would be funded but it might take a while. He encouraged the Board to cut projects from the plan if the projects are not being funded and that would basically leave the 2 Rt. 620 projects. He told that he would be willing to meet individually with the Board members. Mr. Beasley told that the Public Hearing needs to be held by June if the Board follows the recommendation plan. He told that they are only required to have one public hearing every other year and they will have to hold one for 2010.

Mr. Hurst told that he can't see a reason to hold one this year with no funds and stated that the Board would be required to hold one next year.

(Order)

**VDOT 6 YEAR CONSTRUCTION PLAN PUBLIC HEARING**

Upon motion by Mr. Hurst, seconded by Mr. Jackson, and pass unanimously, the Board approved holding a Public Hearing if they realize there is an influx of money and they need to hold a Pubic Hearing.

**VOTES**

Mr. Jackson Yes  
Mr. Hurst Yes  
Mr. Hutchins Yes  
Mr. Dickson Yes  
Mr. Littrell Yes  
Mr. McMillian Yes

(Order)

**VDOT BLUEPRINT**

Mr. Beasley told that the Hillsville Residency is marked for closure this fall or a little later. He told that there are Public Hearings scheduled to receive public comment concerning the blueprint. He encouraged everyone to attend that is interested in the carrying forward of the plan. He told that VDOT must balance the income with the expenses. Mr. Beasley told that there are 450 wage employees that will be gone by the end of the month. He told that another 1000 would be laid off as part of the blueprint.

Mr. Larrowe told of the petition that is being circulated supporting the Hillsville Residency.

Mr. Beasley told that he appreciates the expression of support.

Mr. Dickson asked about the roads that are in the middle of the process.

Mr. Beasley told that there is no money for those projects.

Mr. Hurst told that a few months ago there was the problem with a culvert on Route 745 and asked what happens if there is similar problems in the future.

March 9, 2009

Mr. Beasley told that whoever is charged with the Residency for Carroll County will have the same responsibilities that he has today. He told that there would be a reduction in the level of services. He told that the service would concentrate on roads with higher traffic.

Mr. Hurst told that he is concerned for the office and the tax paying citizens.

#### **EMPLOYEE RECOGNITION**

Mr. Larrowe told that staffing levels are below comparable counties, but Carroll has a remarkable staff. He presented a Certificate of Appreciation for Outstanding Service to Building Inspector Scott Hill for completing certifications and also to Tim Webb, Onita Black and Star Jones for their services as 911 dispatchers during the March 1 snow storm. Mr. Larrowe told that there were several 911 calls during the snow storm and told that he appreciates what the volunteers as well as Joe Roma does for the County.

Mr. Hutchins thanked Mr. Roma for his work.

#### **CITIZEN'S TIME**

Mr. Clyde Easter told that he keeps up with the current events as much as possible. He told that the Board has a lot of responsibility and there are several problems that they inherited and one is Amerlink. He told that the County is in financial trouble with this company are so far down on the list the County might not get money. He told that this is due to not doing good background checks. He told that the County needs to do thorough background checks on companies coming into the County. He asked for an update on the strip mall at the Farmer's Market. He told that it stated in the paper that they will have 50-70 employees. He told that he thinks 1 employee can take care of each business and it appears that construction has stopped on the building. He asked how much money the County has invested in the strip mall and asked the Board to be careful with the remaining property.

Mr. Hutchins informed Mr. Easter that his time was up.

Mr. Easter told that he would speak until he got finished and told it was a slap in the face to taxpaying citizens for time to be called. He told that he had lived through one depression and stated that the County was in a depression today. He told that he doesn't believe that the stimulus package will help the County much at all. He encouraged the Board to face responsibilities with common sense. He told that the old County Poorhouse is one of the best constructed buildings in the County and it has been trashed. He told that it could have been made into offices, motels and or a nursing home. He told that the Board should consider putting a freeze on hiring employees and the County needed to tighten the belts on spending. He told that he would like to see closed meetings considered and thinks there shouldn't be closed meetings. He asked why have them except to try to hide something from the citizens. He apologized for going over his time, but told he did not apologize for the things he is speaking about.

#### **FINANCE REPORT – PAM SMITH**

Ms. Smith told that the current economy is affecting the citizens' ability to pay. She told that the County is experiencing similar revenue patterns in 2009 as it did in 2008. She told that 60% of the expenditure budget is spent at the

March 9, 2009

end of the quarter but this is due to the transfer to the school system. Ms. Smith told that she is actively monitoring the revenues and expenses and at this time the County has a positive cash flow.

Mr. Hutchins asked if the County is experiencing any requests for funding from agencies that are not budgeted.

Ms. Smith replied from Carter Home and Social Services. She told that money is being transferred each month to areas that need funds from areas that have funds.

Dr. Littrell asked about fines and forfeitures, deputies salaries and asked how much the revenue is verses expenses.

Ms. Smith told at this time the revenue exceeds the expense.

Mr. Jackson asked how much is spent for the Carter Home fuel.

Ms. Smith told that they used the \$4000 budgeted and they are now taking it out of Board reserve.

Mr. McMillian asked if the County was ahead of the game on the fuel cost for the Governmental building.

Ms. Smith told that the County has experienced a lesser price than budgeted but is not really ahead of the game.

#### **EMERGENCY SERVICES REPORT**

Mr. Joe Roma, Emergency Services Coordinator told that the monthly reports are due by the 5<sup>th</sup> of each month and as of today he had all reports except for Laurel Fork Rescue and Galax Fire Department. He told that the ambulance is ready and they are receiving an 80/20 grant and they are averaging 15,000 miles every 2 month in the ambulance.

He told that on May 9<sup>th</sup> there will be a training with a school bus accident and it will be from 10-12 at the High School.

Mr. Larowe told that there has been a recommendation from the EMS Board that a convicted felon can not operate County equipment and it would restrict them from the time of the arrest to the conviction or acquittal and this would also apply for non-felony charges while under supervision.

(Order)

#### **APPROVE EMERGENCY SERVICES BOARD RECOMMENDATION**

Upon motion by Mr. McMillian, seconded by Mr. Jackson, and passed unanimously, the Board approved the recommendation stated above from the EMS Board.

#### **VOTES**

Mr. Jackson Yes  
Mr. Hurst Yes  
Mr. Hutchins Yes  
Mr. Dickson Yes  
Mr. Littrell Yes  
Mr. McMillian Yes

Mr. Dickson asked what restrictions are on people with driving convictions.

March 9, 2009

Mr. Roma told that it will be in the Standard Operating Procedures. He told that there was a recommendation to require audits of all accounts/funds for all of the volunteer agencies and asked for authorization for a RFP to have a firm perform the audits on all fire and rescue agencies and audit all the funds.

Mr. Hurst asked who would bear the costs.

Mr. Larrowe told that some agencies could bear the costs but some could not. He told that the figure from Robinson, Farmer and Cox was around \$3000 per agency if everything was provided in a timely manner.

Mr. Hutchins told that he was astounded that agencies were not being audited since they receive grants. He told that if the Board is going to pay for them that they should only pay for the basic and any hourly fees associated is to be paid by the agency.

Mr. Cornwell told that the County could debit funds toward costs.

Mr. Larrowe told that he is in the process of cutting agencies in the budget process and there may not be funds in the County budget to pay these costs.

Mr. Hurst suggested that the agencies pay if they can and if they can't they must present a request for payment to the Board to be considered on a case by case basis.

Mr. McMillian told that many agencies can't get monthly reports to the Board on time and they must be firm on getting the information for the audit.

Ms. Smith told that the figure given is an average cost and there would be a formula depending on the revenue of each agency.

(Order)

#### **AUTHORIZE RFP FOR AUDIT**

Upon motion by Mr. Dickson, seconded by Mr. Hurst, and passed unanimously, the Board approved to do an RFP for the audit of all funds of all fire and rescue agencies and to proceed with the audits.

#### VOTES

Mr. Jackson Yes  
Mr. Hurst Yes  
Mr. Hutchins Yes  
Mr. Dickson Yes  
Mr. Littrell Yes  
Mr. McMillian Yes

#### **PUBLIC HEARING – CENTRAL ABSENTEE PRECINCT**

Mr. Cornwell told the purpose of the Public Hearing was to keep the same Central Absentee Precinct, but change the use for all elections.

Mr. Hutchins opened the Public Hearing at 5:47 p.m.

With no one to speak, the Public Hearing was closed at 5:48 p.m.

March 9, 2009

(Order)

**ADOPT CENTRAL ABSENTEE PRECINCT ORDINANCE**

Upon motion by Mr. Jackson, seconded by Dr. Littrell, and passed unanimously, the Board repealed the current CENTRAL ABSENTEE PRECINCT ORDINANCE CARROLL COUNTY, VIRGINIA ORDINANCE NO. 2004-2 and adopted the following CENTRAL ABSENTEE PRECINCT ORDINANCE CARROLL COUNTY, VIRGINIA:

**ORDINANCE  
CENTRAL ABSENTEE PRECINCT ORDINANCE  
CARROLL COUNTY, VIRGINIA**

ARTICLE I – Title and Jurisdiction

- 1.1 **Title** . This ordinance shall hereinafter be known as, and may be cited as the  
“Central Absentee Precinct Ordinance of Carroll County, Virginia.”
- 1.2 **Jurisdiction** . The provisions of this ordinance shall apply to Carroll County, Virginia.

ARTICLE II – Central Absentee Precinct

- 2.1 Pursuant to the provisions of Section 24.2-712 of the Code of Virginia, as amended, there is hereby established a Central Absentee Precinct for Carroll County for all elections. The Central Absentee Precinct will be located in the Carroll County Government Complex, first floor, 605 Pine Street, Hillsville, Virginia. The purpose of the Central Absentee Precinct is to record, cast, and count all absentee ballots for all elections in one central place, rather than distributing the ballots to each of the polling places.

ARTICLE III – Legal Status Provisions

- 3.1 **Certified Copies of Ordinances**. Certified copies of this ordinance and all amendments thereto shall be filed in the offices of the County Administrator and the Clerk of the Circuit Court of Carroll County, Virginia.
- 3.2 **Validity**. Should any article, section, subsection, or provision of this ordinance be declared by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of this ordinance as a whole or any part thereof other than the part so declared to be invalid or unconstitutional.
- 3.3 **Conflicting Ordinances**. All other ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of their conflict.
- 3.4 **Effective Date**. This Ordinance is effective immediately upon its adoption by the Supervisors of Carroll County, Virginia, at its regular meeting on the 9th day of March, 2009, the members voting:

March 9, 2009

<u>NAME</u>	<u>FOR</u>	<u>AGAINST</u>	<u>ABSENT</u>
David V. Hutchins, Chairman			
Wesley G. Hurst, Vice-Chairman			
Andrew S. Jackson			
W. S. "Sam" Dickson			
Dr. Thomas W. Littrell			
N. Manus McMillian			

**VOTES**

Mr. Jackson Yes  
Mr. Hurst Yes  
Mr. Hutchins Yes  
Mr. Dickson Yes  
Mr. Littrell Yes  
Mr. McMillian Yes

**ADMINISTRATOR'S TIME**

Mr. Larowe told that the website review is underway regarding the content. He told that there will be IT Training classes through WCC starting March 17 and they will last 4 hours for each group.

Mr. Hurst wanted to know the perception among the employees.

Mr. Larowe told that several employees are interested in training.

Mr. Larowe told that up to this point monthly reports have been a moment in time and in the future the Board will see trend lines. Mr. Larowe told that there is another opening on the WIB Board. He suggested appointing Mr. Dickson as another business representative.

Mr. Larowe told that the County is researching wind power and have scheduled Dr. Papadakis for April 13<sup>th</sup> and then a more in depth meeting on April 14<sup>th</sup>.

Mr. Hutchins told that the Board is open and in search of information on what is best for the County and they are only trying to obtain the facts.

Mr. Larowe told that Jim Whitten has just passed the Property Maintenance Certification and he proposed a Public Hearing for April 13<sup>th</sup> to adopt the Property Maintenance Code.

Mr. Larowe told that the offices are being moved and told that the maintenance staff has been amazing. He told that Extension has moved to 205 Oak Street and the Building Official, PSA and E&S are moving to the first floor to get people closer to where they need to be.

Mr. Larowe told that the Solid Waste Authority has established a \$1000 grant for seniors from each high school for students studying subjects such as energy or recycling.

Mr. Hutchins told that for GIS he believes the intent is to have one countywide GIS. He told that the PSA has put together a list but the intent is for countywide usage.

March 9, 2009

(Order)

**WIB BOARD APPOINTMENT**

Upon motion by Mr. Jackson, seconded by Mr. Hurst, and passed, the Board appointed Mr. Sam Dickson to serve on the WIB Board.

VOTES

Mr. Jackson Yes  
Mr. Hurst Yes  
Mr. Hutchins Yes  
Mr. Dickson Abstain  
Mr. Littrell Yes  
Mr. McMillian Yes

(Order)

**PUBLIC HEARING – PROPERTY MAINTENANCE CODE**

Upon motion by Mr. McMillian, seconded by Dr. Littrell, and passed unanimously, the Board approved to hold a Public Hearing on April 13<sup>th</sup> regarding the Property Maintenance Code.

VOTES

Mr. Jackson Yes  
Mr. Hurst Yes  
Mr. Hutchins Yes  
Mr. Dickson Yes  
Mr. Littrell Yes  
Mr. McMillian Yes

(Order)

**TOWN OF HILLSVILLE – WATER EASEMENT**

Upon motion by Mr. Dickson, seconded by Mr. Jackson, and passed unanimously, the Board approved the Town of Hillsville Water Easement across property behind Cavalier Express.

VOTES

Mr. Jackson Yes  
Mr. Hurst Yes  
Mr. Hutchins Yes  
Mr. Dickson Yes  
Mr. Littrell Yes  
Mr. McMillian Yes

(Order)

**CLOSED SESSION – PURSUANT TO VIRGINIA CODE SECTION 2.2-3711(A1,A3,A5,A7)**

Upon motion by Mr. Hurst, seconded by Mr. Dickson, and passed unanimously, the Board convened a Closed Session at 6:05 p.m. to 8:10 p.m. for the discussion of personnel, for the discussion of the disposition of real estate where public discussion would be detrimental to the County's position, for the discussion of a prospective business or industry where there has been no public announcement of the business or industry's desire to locate or expand in the County, and for the discussion of legal matters pertaining to threatened or pending litigation as authorized by Virginia Code Section 2.2-3711(A1,A3,A5,A7).

March 9, 2009

VOTES

Mr. Jackson Yes  
Mr. Hurst Yes  
Mr. Hutchins Yes  
Mr. Dickson Yes  
Mr. Littrell Yes  
Mr. McMillian Yes

(Order)

**CERTIFICATION OF CLOSED SESSION**

Upon motion by Mr. Hurst, seconded by Mr. Dickson, and passed unanimously, the Board adopted the following Resolution:

**WHEREAS**, the Carroll County Board of Supervisors convened a Closed Session this date pursuant to an affirmative recorded vote and on the motion to close the meeting in accordance with the Virginia Freedom of Information Act;

**WHEREAS**, Section 2.2-3711(D) of the Code of Virginia requires a certification by the Board of Supervisors that such Closed Session was conducted in conformity with Virginia law;

**NOW, THEREFORE, BE IT RESOLVED** that the Carroll County Board of Supervisors hereby certifies that, to the best of each member's knowledge, (I) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act were heard, discussed or considered in the Closed Session to which this certification applies, and (II) only such business matters as were identified in the motion by which this Closed Session was convened were heard, discussed, or considered in the meeting to which this certification applies.

**SUPERVISOR'S TIME**

Mr. Dickson told that a person wanted to volunteer and couldn't find a place on the website to list that they wanted to volunteer. The person then called the Government Center and got a line that was to leave a message but it was for the old Supervisors. He told that it had been corrected.

Dr. Littrell asked how the County is doing on Crooked Creek and asked if it would open.

Mr. Larrowe told that the County would be under that same contract and it will operate as it did last year. He told that there would be spaces for horse trailers to park.

Dr. Littrell asked about the tire recycling place on Coulson Church Road.

Mr. Larrowe told that Mr. Bryant is working with the SWA about bringing chips to the landfill for daily cover.

Dr. Littrell told that he was continuing to work on the elimination of the County stickers and working on twice a year tax collection.

Mr. Hutchins told that it would be discussed in May.

Mr. Jackson welcomed Ms. Shank aboard.

March 9, 2009

Mr. Hurst told that he was glad to have Ms. Shank and told that there are a lot of things to work on. He told that he would like to have clarification of how the Town is planning on using the Rescue Squad.

Mr. Larrowe told that the certificate of need comes from localities where they run so the Town could give that. He told that if 911 dispatches then the Town gets double benefit. He told that the certification of ambulances would not pass and they would need to be replaced. He told that if the County gives them permission to use the radios that there should be a charge.

Mr. Hurst asked if Carroll EMS was needed because HRS couldn't supply services and asked if EMS could bill the Town.

Mr. Larrowe told that it would be mutual aid so they would bill the patient.

Mr. Hutchins told that he has talked with Mr. Larrowe and they are working on the phone system. He told that he is excited about the move because they will quit getting complaints about people calling certain offices and getting voice mail.

(Order)

**RECESS**

Upon motion by Dr. Littrell, seconded by Mr. Hurst, and passed unanimously, the Board recessed at 8:27 p.m. until March 23, 2009 at 7:00 p.m.

**VOTES**

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	Yes
Mr. McMillian	Yes

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David V. Hutchins, Chairman

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Ronald L. Newman, Assistant Clerk