BOARD OF SUPERVISORS
REGULAR SCHEDULED MEETING
MONDAY, DECEMBER 16, 2024
6:00 P.M.

The Appomattox County Board of Supervisors held its regular scheduled meeting on Monday, December 16, 2024, at 6:00 p.m. in the Board of Supervisors meeting room located at 171 Price Lane, Appomattox, Virginia.

Appomattox County Board of Supervisors
Present:

John F. Hinkle, Chair	Falling River District
Alfred L. Jones, III, Vice-Chair	Piney Mountain District
Samuel E. Carter	Courthouse District
Kenneth Wolfskill	Appomattox River District
Trevor L. Hipps	Wreck Island District

Also, Present:
Susan M. Adams, County Administrator
Mark Popovich, Attorney
Johnnie Roark, Community Development Director
Jeff Shepherd, Maintenance Director
Wanda McCormick, Finance Specialist III

CALL TO ORDER – Chairman Hinkle called the meeting to order at 6:00 p.m.
Pledge of Allegiance
Invocation – Mr. Wolfskill

SETTING OF AGENDA
Motion made by Mr. Hinkle, seconded by Mr. Wolfskill to amend the agenda by adding a second subject for Closed Session which is the issue of getting advice from the County attorney on a legal matter. Mr. Hinkle called for a roll call vote: Mr. Carter-yes, Mr. Hipps-yes, Mr. Hinkle-yes, Rev. Jones-yes, Mr. Wolfskill-yes.

Motion made by Rev. Jones, seconded by Mr. Wolfskill to approve the agenda as amended. Mr. Hinkle called for a roll call vote: Mr. Carter-yes, Mr. Hipps-yes, Mr. Hinkle-yes, Rev. Jones-yes, Mr. Wolfskill-yes.

CITIZEN PUBLIC COMMENT PERIOD
Phillip Jamerson of Appomattox addressed the Board to explain that the many community events that take place in Appomattox are accomplished with members of the committees and community volunteers. Mr. Jamerson recognized Susan Adams, County Administrator, for her work and dedication to make the community events successful for the citizens.

APPEARANCES

Dominion Energy – PJM Open Window
Mr. Alex Rendon of Dominion Energy addressed the Board to discuss the PJM Open Window. Mr. Rendon explained that PJM, a regional transmission organization, is responsible for coordinating the transportation of wholesale electricity across 13 states, including Virginia. To ensure the reliability of the transmission grid, PJM conducts a competitive planning process known as the PJM open window. He gave an overview of Dominion's diverse energy portfolio along with electricity demand for 2024 and future estimates.

Appalachian Power Co. – Small Modular Reactors Project
Mr. Rob Mann, of AEP, addressed the Board to discuss the Small Modular Reactors project that is planned to be built on company-owned property that is partially in Appomattox County and requested a letter of support from Appomattox.

Motion made by Mr. Carter, seconded by Rev. Jones to send a letter of support for the Small Modular Reactors project to AEP from the Board of Supervisors. Mr. Hinkle called for a roll call vote: Mr. Carter-yes, Mr. Hipps-no, Mr. Hinkle-yes, Rev. Jones-yes, Mr. Wolfskill-yes. Motion carried 4-1.

Jonathan Garrett – Appomattox Fire Chief
Mr. Jonathan Garrett, Appomattox Fire Chief addressed the Board to discuss the purchase of a ladder truck and requested an interest-free loan from the County in the amount of $450,000 with the intent to repay the loan with annual fire program funds and fundraisers.

Motion made by Mr. Carter, seconded by Rev. Jones to grant the request of an interest-free loan to the Appomattox Fire Department from the County for the purchase of a ladder truck with the intent to repay the loan with the annual fire program funds and fundraisers. Mr. Carter-yes, Mr. Hipps-yes, Mr. Hinkle-yes, Rev. Jones-yes, Mr. Wolfskill-yes.

Appomattox County Sheriff's Office – Sheriff Richardson
Sheriff Richardson addressed the Board to give a department update on the amount of warrants and summons' served. Sheriff Richardson also clarified to the Board that Appomattox County is not a sanctuary county, and the sheriff's office will serve all ICE detainers that are received.

Jeff Shepherd – Community Center Discussion
Jeff Shepherd, Maintenance Supervisor addressed the Board to discuss the Community Center renovations. A motion made by Mr. Hipps to proceed with the planned renovations of the Community Center for the Department of Social Services as presented by the Maintenance Supervisor, but the motion was withdrawn. The Board agreed to table the decision until the upcoming Organizational Meeting in order to get more information from stakeholders.

ACTION ITEMS

Commissioner of the Revenue Refund Request

Mrs. Sara Henderson, Commissioner of the Revenue is requesting the following to be paid from 1209-5803 Refunds:

1) Refund Paul Crews $25.13 for 2024 personal property taxes. He was erroneously assessed.

2) Refund Sidney Watts, Jr. $64.13 for 2024 personal property taxes. He paid the first half taxes on a vehicle that was sold in November 2021.

STAFF RECOMMENDATION: Consider the above refund. Transfer by consent $89.26 from the General Fund and appropriate to 1209-5803. No new local funds are required.

Motion made by Mr. Carter, seconded by Mr. Hipps to approve the Commissioner of Revenue refund requests in the amount of **$89.26** from the General Fund to appropriate to 1209-5803. Mr. Hinkle called for a roll call vote: Mr. Carter-yes, Mr. Hipps-yes, Mr. Hinkle-yes, Rev. Jones-yes, Mr. Wolfskill-yes.

Organizational Meeting

Motion made by Mr. Carter, seconded by Mr. Hipps to schedule and advertise the Organizational Meeting of the Board for Thursday, January 2, 2025 at 6:00 p.m., which will include the election of the Chair, Vice-Chair, Board Clerk, adoption of the By-Laws and Rules of Procedure, as well as, setting of the meeting dates, time and location. The Chair added the discussion of the Community Center for DSS offices. Mr. Hinkle called for a roll call vote: Mr. Carter-yes, Mr. Hipps-yes, Mr. Hinkle-yes, Rev. Jones-yes, Mr. Wolfskill-yes.

2025 Holiday Schedule

Motion made by Mr. Hipps, seconded by Rev. Jones to adopt the 2025 Holiday Schedule for Appomattox County employees as presented, and included an additional 4 hours of holiday time on December 24, 2025. Mr. Hinkle called for a roll call vote: Mr. Carter-yes, Mr. Hipps-yes, Mr. Hinkle-yes, Rev. Jones-yes, Mr. Wolfskill-yes.

APPOMATTOX COUNTY
2025 HOLIDAY SCHEDULE

January 1- New Year's Day
January 20 - Martin Luther King, Jr. Day
February 17 - George Washington Day
May 26 - Memorial Day
June 19 - Juneteenth
July 4 - Independence Day
September 1 - Labor Day
October 13 - Columbus Day
November 4 - Election Day
November 11- Veterans Day
November 26 - Thanksgiving Holiday - 4 hrs. additional holiday time
November 27 - Thanksgiving Holiday
November 28 - Thanksgiving Holiday
December 24 - Christmas Holiday – 8 hrs. additional holiday time
December 25 - Christmas Holiday

December 26 - Christmas Holiday - 8 hrs. additional holiday time

RESOLUTION OF SUPPORT-ELK CREEK ROAD TRAFFIC CALMING MEASURES
At the request of staff, the Virginia Department of Transportation (VDOT) has conducted a Traffic Engineering Study of Elk Creek Road (Route 752) to consider remedial safety improvement measures to reduce the speed of traffic and improve overall safety within the Appomattox Community Park. The study resulted in a recommendation by VDOT to install and implement new safety measures in the form of new/additional signage and speed humps along Elk Creek Road.
STAFF RECOMMENDATION: A resolution has been prepared in accordance with the recommendation of VDOT. Please consider adopting the attached resolution in order for VDOT to move forward with implementing these traffic calming measures.

RESOLUTION

WHEREAS, the citizens of Appomattox County and area residents in the vicinity of the Appomattox Community Park have expressed safety concerns; and

WHEREAS, the County Administrator, in response to these concerns, has requested a safety study of additional traffic control measures to address the problem on Elk Creek Road (Route 752) and consider remedial measures to reduce the speed of traffic on Elk Creek Road (Route 752); and

WHEREAS, the Virginia Department of Transportation has performed the requested study and found that all basic traffic calming criteria are met pertaining to the functional classification of the roadway, identification of additional concerns and proof of community support ; and

WHEREAS, the Virginia Department of Transportation identified additional traffic calming measures in the form of new/additional signage and the installation of speed humps (W17-1), in order to further reduce speed and improve safety; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors endorses the proposed Traffic Calming Measures for Elk Creek Road (Route 752) and requests that the Virginia Department of Transportation install and implement the recommendations as presented by the Lynchburg District Traffic Operations staff, in concurrence with Mr. Robert G. Brown, VDOT Appomattox Residency Administrator.

ADOPTED this 16th day of December, 2024.

Motion made by Mr. Carter, seconded by Mr. Wolfskill to approve the resolution to implement the traffic calming measures at Elk Creek Park. Mr. Hinkle called for a roll call vote: Mr. Carter-yes, Mr. Hipps-yes, Mr. Hinkle-yes, Rev. Jones-yes, Mr. Wolfskill-yes.

COMMITTEE APPOINTMENTS

Economic Development Authority

Motion made by Mr. Hipps, seconded by Mr. Carter to reappoint Mr. Todd Nash, and Mr. Jeff Smith to the Economic Development Authority for a 4-year term ending on December 31, 2028. Mr. Hinkle called for a roll call vote: Mr. Carter-yes, Mr. Hipps-yes, Mr. Hinkle-yes, Rev. Jones-yes, Mr. Wolfskill-yes.

Planning Commission
Motion made by Mr. Carter, seconded by Mr. Hipps to reappoint Mrs. Cathryn Mobley and Ms. Annie Trent to the Planning Commission for a 4-year term ending on December 31, 2028. Mr. Hinkle called for a roll call vote: Mr. Carter-yes, Mr. Hipps-yes, Mr. Hinkle-yes, Rev. Jones-yes, Mr. Wolfskill-yes.

Horizon Behavioral Health Board
The decision to make a recommendation of a representative to serve on the Horizon Behavioral Health Board was tabled.

CONSENT AGENDA
Invoices Submitted for Payment
Please review the attached invoices and approve for payment:

December 3, 2024	$135,717.66
December 13, 2024 - CSA	$240,542.79
December 16, 2024	$540,853.41
TOTAL:	**$917,113.86**

STAFF RECOMMENDATION: Please review and consider approval of the attached invoices for payment.

Minutes
Please review the following DRAFT minutes for approval:
November 18, 2024, Regular Scheduled Meeting

Sheriff's Department
Please supplement by consent and appropriate the following:

3102-1002 Overtime	$7,859.96
3102-1003 Part-Time Salaries	$2,749.11
TOTAL:	**$10,609.07**

RE: Reimbursement from ACHS for security performed by deputies at Boys Football VHSL games ($1,350.00); Reimbursement from The City of Lynchburg for CIT hours worked plus FICA for Deputy Meeks and Deputy Brown ($430.56); Reimbursement from DCJS for hourly pay rate plus FICA for TDO/ECO hours worked by deputies ($2,808.00); Reimbursement from Appomattox County School Board for security performed by deputies at AES, AMS and ACHS sporting events and fall festival ($3,271.40); Reimbursement from Appomattox County School Board for extra school security performed by deputies ($2,749.11).
STAFF RECOMMENDATION: No new local funds are required.

Road Side Clean-Up
Please supplement by consent and appropriate the following:

4209-1003 Part-Time	**$1,431.25**

RE: Reimbursement from VDOT for October 2024 trash pick-up performed by inmates.
STAFF RECOMMENDATION: No new local funds are required.

Animal Shelter Operations
Please supplement by consent and appropriate the following:

3501-5101 Electrical Services	$126.36
3501-5413 Spay/Neuter Program	$1,145.00
3501-5804 Donations	$180.00
TOTAL:	**$1,451.36**

RE: Capital credit reimbursement from Southside Electric Cooperative ($126.36); Funds received through adoptions ($1,145.00); Donations received for animal shelter ($180.00).
STAFF RECOMMENDATION: No new local funds are required.

Electoral Board
Please supplement by consent and appropriate the following:

1301-1003 Election Official Wages	$1,114.50
1301-3002 Professional Services	$2,795.06
1301-3006 Printing & Binding (Ballots)	$29.88
1301-5401 Office Supplies	$43.36
1301-5501 Travel(Convention/Educ/Training)	$75.04
TOTAL:	**$4,057.84**

RE: Funds received from the Town of Pamplin for the 2024 Election ($534.93); Funds received from the Good campaign for the 2024 Election ($3,522.91).
STAFF RECOMMENDATION: No new local funds are required.

Registrar
Please supplement by consent and appropriate the following: 1302-5201

Postage	$99.94
1302-5501 Travel (Mileage/Meals)	$32.29
TOTAL:	**$132.23**

RE: Funds received from the Good campaign for the 2024 Election.
STAFF RECOMMENDATION: No new local funds are required.

General Properties
Please supplement by consent and appropriate the following:
4302-1001 Salaries & Wages **$62.00**

RE: Funds received from the Good campaign for the 2024 Election. Maintenance personnel assisted in the moving of voting machines.
STAFF RECOMMENDATION: No new local funds are required.

Landfill/Convenience Centers
Please supplement by consent and appropriate the following:
4205-5101 Electrical Services **$243.65**

RE: Capital credit reimbursement from Southside Electric Cooperative.
STAFF RECOMMENDATION: No new local funds are required.

Motion made by Mr. Wolfskill, seconded by Mr. Carter to approve the Consent Agenda, as presented. Mr. Hinkle called for a roll call vote: Mr. Carter-yes, Mr. Hipps-yes, Mr. Hinkle-yes, Rev. Jones-yes, Mr. Wolfskill-yes.

ATTORNEY'S REPORT
No report

ADMINISTRATOR'S REPORT
Mrs. Adams shared departmental reports with the Board and noted the following items:

- The financial audit is being completed, and the auditors may present the audit report at the February 2025 Board of Supervisors meeting.
- The DSS Advisory Board met and set their meeting dates to be the first Friday of every month at 5:30 p.m. at the Community Center. The Board adopted bylaws, appointed Kevin Bailey as Chair and Anthony Johnson as Vice-Chair.
- Notes about the land acquisition are included in the report.
- The Solid Waste Study is complete and will be presented to the Board of Supervisors at the March 2025 meeting.

REPORTS AND INFORMATION ITEMS
Code of Ethics and Standards of Conduct for Members of the Appomattox County Board of Supervisors.
The report is shared for Board members' review.

SUPERVISOR CONCERNS
Rev. Jones shared that a constituent would like to know if Wagon Wheel Road is scheduled in the future to be paved.

Mr. Carter noted that he declined an interview with Mr. Johnson, the Vice-Chair of the DSS Advisory Board due to a possible conflict of interest.

CLOSED SESSION
Mr. Mark Popovich, read the following Resolution authorizing a Closed Session:

The Appomattox County Board of Supervisors plans to enter into closed session for the limited purposes of:

1. Consultation with legal counsel pertaining to actual litigation where such consultation in open meeting would adversely affect the negotiating or litigating posture of the Board related to the Region 2000 landfill pursuant to VA Code Section 2.2-3711(A)(7);

2. Consultation with legal counsel requiring permission of legal advice by counsel related to the need to issue a cease and desist letter pursuant to Section 2.2-3711(A)(8).

Motion made by Mr. Hinkle, seconded by Mr. Carter, to enter into closed session at 7:48 p.m. Mr. Hinkle called for a roll call vote: Mr. Wolfskill-yes, Rev. Jones- yes, Mr. Hipps-yes, Mr. Carter-yes, Mr. Hinkle-yes.

Mrs. Wanda McCormick read the following closed session certification at 8:35 p.m. To the best of your knowledge, were the only matters discussed in the closed meeting public business matters lawfully exempted from open meeting requirements, and that only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the closed meeting. Mrs. McCormick called for a roll call vote: Mr. Hipps-yes, Rev. Jones-yes, Mr. Carter-yes, Mr. Hinkle-yes, Mr. Wolfskill-yes.

Motion made by Mr. Hipps, seconded by Mr. Wolfskill to enter into a settlement agreement concerning Region 2000 contingent upon the additional item proposed by Nelson County, Mr. Hinkle called for a roll call vote: Mr. Wolfskill-yes, Rev. Jones- yes, Mr. Hipps-yes, Mr. Carter-yes, Mr. Hinkle-yes.

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (hereinafter "Settlement Agreement") is made this day of ,2024 by and between the REGION 2000 SERVICES AUTHORITY, a Virginia Water and Waste Authority ("Authority"); the CITY OF LYNCHBURG, VIRGINIA, a Municipal Corporation ("Lynchburg"); the COUNTY OF APPOMATTOX, VIRGINIA, a Political Subdivision of the Commonwealth of Virginia ("Appomattox"); the COUNTY OF CAMPBELL, VIRGINIA, a Political Subdivision of the Commonwealth of Virginia ("Campbell"); and the COUNTY OF NELSON, VIRGINIA, a Political Subdivision of the Commonwealth of Virginia ("Nelson"). The Authority, Lynchburg, Appomattox, Campbell and Nelson are each a "Party" and collectively, the "Parties."

RECITALS

A. Lynchburg, Appomattox, Campbell, and Nelson formed the Authority to collectively manage the collective municipal solid waste needs of the localities, and executed a Member Use Agreement as well as a First Amendment to the Member Use Agreement (collectively the "MUA'') to control and guide the management and use of the facilities of the Authority.

B. Dispute has arisen concerning the payment of funds designated as "Excess Revenue" under the MUA, and about the payment of funds pursuant to a certain set of Fiscal Policy Guidelines policy adopted by the Authority on June 17, 2015 ("Financial Policy")

C. In furtherance of the resolution of the dispute concerning the Excess Revenues, Campbell and Lynchburg instated that certain lawsuit filed and pending in the Campbell County Circuit Court as Case No. CL20002216-00 ("Campbell Lawsuit").

D. In furtherance of the resolution of the dispute concerning the Financial Policy, Nelson and Appomattox instated that certain lawsuit filed in the Nelson County Circuit Court as

Case No. CL22000180-00 and now pending in the Campbell County Circuit Court collectively with Case No. CL20002216-00 ("Nelson Lawsuit").

E. In furtherance of providing a framework within which the issues of the various lawsuits and disputes may be resolved, there has also been proposed a certain expansion of the facilities of the Authority pursuant to that certain document entitled "Region 2000 Regional Landfill - Livestock Road Facility Lateral Expansion" dated July 29, 2024 ("Expansion Proposal");

F. The Parties desire to enter into this Settlement Agreement in order to resolve the issues related to the Campbell Lawsuit, the Nelson Lawsuit, the Expansion Proposal, and any other matters between them which exist as of the date of this Agreement.

NOW, THEREFORE, WITNESSETH: for and in consideration of the foregoing and of

the mutual agreements promises, covenants, and general release set forth below, the sufficiency of which is mutually agreed, and for and in consideration of the tenns set forth below, the Parties agree as follows:

1. Consideration of the Region 2000 Regional Landfill - Livestock Road Facility Lateral Expansion Proposal. The currently constituted Board of the Authority has voted to make application to the Community Development office of Campbell County for a rezoning and special use permit for an expansion of the landfill on such land use-related terms as are stated in the Expansion Proposal. The Campbell County government shall take all such steps as are required to lawfully consider the Expansion Proposal. If following the required processes, including all public hearings, the Campbell Board of Supervisors votes affirmatively to grant the rezoning and special use permit on such land use-related terms as are stated in the Expansion Proposal, and the time for contesting such decisions having elapsed, or if contested, having been concluded successfully for Campbell County, then the Parties shall commence to take such actions as are required by Paragraphs 2 through 5 of this Agreement. The Parties specifically agree that the provisions of the remainder of this Agreement are conditioned specifically upon the provisions of this Paragraph. If the provisions of this Paragraph are met, meaning the Campbell Board of Supervisors votes affirmatively to grant the rezoning and special use permit, and the time for contesting such decisions having elapsed, or if contested, having been concluded successfully for Campbell County, then the Parties shall be bound fully to the terms of this Agreement. If the provisions of this Paragraph are not met, meaning the Campbell Board of Supervisors does not vote affirmatively to grant the rezoning or special use permit or an affirmative vote is successfully contested, then this Agreement shall automatically terminate, shall be of no further effect, and shall not be admissible as evidence in either the Nelson Lawsuit or the Campbell Lawsuit, or both. Assuming the Campbell Board of Supervisors votes affirmatively to grant the rezoning and special use permit, it shall also file whatever documents may be necessary to state to the Virginia Department of Environmental Quality that the County has no objections to the expansion of the landfill.

2. Withdrawal of Nelson County and Appomattox County. Appomattox, Campbell, Nelson, and Lynchburg shall each enact a resolution requesting and effecting the withdrawal of Appomattox and Nelson as members of the Authority within thirty (30) days of the issuance of a valid, uncontested zoning permit for the expansion of the landfill, following the action taken by Campbell pursuant to the terms of Paragraph 1. Upon the acceptance of said resolutions of withdrawal by the Virginia State Corporation Commission, which acceptance all parties jointly agree to pursue in good faith, the following terms shall take effect, as of the effective date of the acceptance of the withdrawal by the State Corporation Commission:

a. Appomattox and Nelson shall have no right, title or interest in the management, control, or ownership of the Authority or its property.

b. To the extent allowed by applicable law, all liabilities, including on all debt, as well as closure and post-closure liabilities, connected to the Authority, shall become the responsibility of the Authority, and if applicable, Campbell and Lynchburg, and not Nelson and Appomattox.

c. Campbell and Lynchburg shall assume full responsibility for the management, operation, funding, and support of the Authority.

d. Appomattox and Nelson shall be allowed, but not required, to haul all acceptable waste (as that term is defined in the Authority's governing documents) generated within Appomattox and Nelson to the Authority Landfill from the date of withdrawal until December 31, 2053 or the date of the closure of the Land fill contemplated by the rezoning proposal, whichever is later.

e. Appomattox and Nelson shall be recognized as preferred haulers to the Authority's Landfill, and shall be charged the same tonnage rate charged to Campbell and Lynchburg from the date of withdrawal until December 31, 2053 or the date of the closure of the Landfill contemplated by the rezoning proposal, whichever is later.

3. **Payment to Parties**. At the first meeting of the Board of the Authority following the date of the acceptance of the withdrawal of Appomattox and Nelson from Authority Membership by the State Corporation Commission, the re-constituted Authority Board shall consider and affirmatively vote to make four distributions of funds as follows: To Appomattox the sum of $250,000.00; to Nelson the sum of $250,000.00; to Campbell the sum of

$6,096,065.30; and to Lynchburg the sum of $1,448,229.93.

4. **Management of the Authority.** At the first meeting of the Board of the Authority following the acceptance of the withdrawal of Appomattox and Nelson from Authority Membership by the State Corporation Commission, the re-constituted Authority Board shall consider and act upon amendments to the Authority's Articles of Incorporation, Bylaws, Member Use Agreement, and any such other documents as shall be required to accomplish the goals of this Settlement Agreement, and as may be convenient for the operation of the Authority on a continuing basis. Campbell and Lynchburg may make such other additional and separate agreements as shall be necessary to determine what shall be

included in any amended governing documents. Such terms shall include, at a minimum, that Campbell shall receive an annual host fee for agreeing to be the continuing host locality for the Landfill, which host fee shall commence in FY25/26, and which host fee shall be $750,000.00 annually, which sum shall be adjusted annually for inflation in accordance with a recognized and published inflation factor, such factor being agreed upon by both Campbell and Lynchburg.

5. **Application for DEQ Approval.** Assuming the Campbell Board of Supervisors votes affirmatively to grant the rezoning and special use permit, the parties shall take all actions to seek DEQ approval of the expansion as outlined in the Expansion Proposal as soon as reasonably practicable. The parties agree to seek approval in good faith, and each party shall provide all information and take all such reasonable and lawful actions as may be required to satisfy DEQ requirements for permitting the landfill described in the Expansion Proposal. The failure of the parties to obtain DEQ approval for the Expansion Proposal, however, shall not relieve the parties of their obligations under this Agreement.

6. **Dismissal of Lawsuit.** Within thirty (30) days of the acceptance of the withdrawal of Appomattox and Nelson from Authority Membership by the State Corporation Commission, the Parties shall take all action needed to mutually dismiss the Campbell Lawsuit and the Nelson Lawsuit, and all claims therein in either case, with prejudice.

7. **General Mutual Release.** Upon execution hereof, and upon confirmation of

receipt of all payments, and contemplated consideration as stated herein, and except for the right to enforce the terms and provisions of this Settlement Agreement, the Parties, individually and on behalf of all of their heirs, personal representatives, estates, survivors, descendants, insurers, attorneys, administrators, successors, lienholders, and assignees, hereby fully and finally release, acquit, and forever discharge one another from and against any and all claims, demands, liabilities, damages, actions, or causes of action of any kind and every nature whatsoever which either has, or has ever had, or ever will have, whether known or unknown at the date of this Settlement Agreement, resulted from, arose out of, or connected with, directly or indirectly, and related to the creation, operation, or management of the Authority or any of the properties or facilities owned and or operated by the Authority, including any matters set forth or which could have been set forth in the Campbell Lawsuit or the Nelson Lawsuit, or both.

8**. Unknown Acts.** It is expressly understood and agreed by the Parties that this Settlement Agreement and the General Mutual Release set forth above is intended to and, save for what may be stated in the amended governing documents of the Authority, covers any and all losses, injuries, damages, demands, liabilities, and claims of every kind and nature whatsoever related to the creation, operation, or management of the Authority or any of the properties or facilities owned or operated by the Authority, and which were caused by the Parties or any of the Parties' agents, successors, assignees, insurers, attorneys, and any persons or entities possibly responsible to the Parties claiming by or through the rights of the Parties, whether direct or indirect, known or unknown, suspected or unsuspected, by the Parties. The Parties acknowledge that any of them may hereafter discover facts different from, or in addition to, those which are now known to be or believed to be true with respect to the matters set forth herein, and each Party agrees that this Settlement Agreement and the General Mutual Release contained herein shall be and remain effective in all respects, notwithstanding such different or additional facts and the subsequent discovery thereof, forever.

9. **Costs:** Each of the Parties will pay for all their own respective costs, expenses and attorney's fees which were incurred by each in reaching this settlement, which may be incurred in the future in order to carry out the terms of this Settlement Agreement, and in relation to the Campbell Lawsuit and Nelson Lawsuit, except as otherwise expressly provided for in this Agreement.

10. **No Representations.** The Parties each admit that no statement of fact or opinion has been made by any other person or entity to induce execution of this Settlement Agreement, other than as expressly set forth in this Settlement Agreement, and that this Settlement Agreement is executed freely and upon advice of counsel.

11. **Warrant of Capacity to Execute This Settlement Agreement.** The Parties each represent and warrant that:

a. Each has the right and authority to execute this Settlement Agreement and to receive the considerations specified in it;

b. No other person or entity has or will have any interest in the claims, demands, obligations and causes of action referred to in this Settlement Agreement;

c. None have sold, assigned, transferred, conveyed or otherwise disposed of

any of the claims, demands, obligations and causes of action referred to in this Settlement Agreement; and

d. There are no other persons or entities who now have or may hereafter acquire the rights of the Parties to proceed against any of the Parties on any action, claim, demand, cause of action or controversy arising out of or relating in any manner whatsoever to the document at question herein and any of the claims, demands, obligations and causes of action referred to in this Settlement Agreement.

21. **Binding Effect.** This Settlement Agreement shall be binding on and inure to the benefit of the Parties and their respective successors, purchasers, assigns, heirs and survivors of the Parties.

22. **Complete Agreement.** This Settlement Agreement constitutes and represents the entire agreement and supersedes all prior and contemporaneous agreements, negotiations, representations, warranties and understandings of the Parties with regard to the Authority or any of the properties or facilities owned and or operated by the Authority and the subject matter set forth within this Settlement Agreement.

23**. Supplements, Modifications, Amendments, and Waiver.** No supplement, modification, or amendment of this Settlement Agreement shall be binding unless executed in writing by all of the Parties. No waiver of any provisions of this Settlement Agreement shall be deemed or constitute a waiver of any other provision, whether similar or not similar; nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless set forth in writing signed by the Party making the waiver.

24. **Severability.** If any provision of this Settlement Agreement is held to be invalid or unenforceable on any occasion or in any circumstance, such holding shall not be deemed to render this Settlement Agreement invalid or unenforceable, and to that extent the provisions of this Settlement Agreement are severable; provided, however, that this provision shall not preclude a court of competent jurisdiction from refusing to sever any provision if severance would be inequitable to one or more of the Parties.

25. **Interpretation and Construction.** Should any prov1s1on of this Settlement Agreement require interpretation or construction, this Settlement Agreement shall be interpreted and construed according to the laws of the Commonwealth of Virginia, but this Agreement will not be construed against any of the Parties, irrespective of who may have drafted the same.

26. **Advice of Counsel:** By signing this Settlement Agreement, the Parties indicate their acceptance and agreement to the terms and conditions set forth in herein, and their intent to be legally bound hereby, and acknowledge that they have read and conferred with counsel concerning this Settlement Agreement, and that they have entered into it knowingly and voluntarily. Each represents that they have been fully advised as to their respective rights and responsibilities and have been advised of the terms and effects of this Settlement Agreement.

27. **Counterparts:** This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

28. **Enforcement:** If any action or other proceeding is brought for the enforcement or interpretation of this Settlement Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Settlement Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the Party may be entitled.

29**. Purpose:** It is understood and agreed that this Settlement Agreement is the result of a compromise to avoid further litigation.

30. **Further Assurances:** The Parties shall and will at any time or times, make, execute and deliver any and all such further assurances, papers, documents or instruments in writing as the other Party shall reasonably require for the purposes of giving full force and effect to this Settlement Agreement and to the covenants, conditions, provisions, and agreements herein contained.

WITNESS the following signatures and seals:

(Signatures Shown on the Following Pages)

COUNTY OF CAMPBELL, VIRGINIA

By: ___________

Francis J. Rogers, IV, County Administrator of the County of Campbell, Virginia
Pursuant to Authority granted by Resolution of the Campbell County Board of Supervisors

STATE OF VIRGINIA,

COUNTY OF CAMPBELL, to-wit:

The foregoing instrument was acknowledged before me this _ day of__________________, 2024, by Francis J. Rogers, IV, County Administrator for Campbell County, Virginia pursuant to a duly authorized resolution of the Campbell County, Virginia Board of Supervisors, which said resolution is attached hereto and incorporated herewith, on behalf of the County of Campbell, Virginia.

____
Notary Public

My commission expires:
Notary Registration No.:

Approved as to Form:

____
F.E. "Tripp" Isenhour, Ill, County Attorney

CITY OF LYNCHBURG, VIRGINIA

By:______________________________

Wynter C. Benda, City Manager of the City of Lynchburg, Virginia
Pursuant to Authority granted by Resolution of the City of Lynchburg Council

STATE OF VIRGINIA,

CITY OFLYNCHBURG, to-wit:

The foregoing instrument was acknowledged before me this _ day of____________________

, 2024, by Wynter C. Benda, City Manager for the City of Lynchburg, Virginia, pursuant to a duly authorized resolution of the City Council for the City of Lynchburg, Virginia, which said resolution is attached hereto and incorporated herewith, on behalf of the City of Lynchburg, Virginia.

____
Notary Public

My commission expires:
Notary Registration No.:

Approved as to Form:

Matthew C. Freedman, City Attorney

COUNTY OF APPOMATTOX, VIRGINIA

By: ________________________________
Susan M. Adams, County Administrator of the County of Appomattox, Virginia

Pursuant to Authority granted by Resolution of the Appomattox County Board of Supervisors

STATE OF VIRGINIA,
COUNTY OF APPOMATTOX, to-wit:

The foregoing instrument was acknowledged before me this _ day of__________________

, 2024, by Susan M. Adams, County Administrator for Appomattox County, Virginia, pursuant to a duly authorized resolution of the Appomattox County, Virginia Board of Supervisors, which said resolution is attached hereto and incorporated herewith, on behalf of the County of Appomattox, Virginia.

____
Notary Public

My commission expires:
Notary Registration No.:

Approved as to Form:

____
County Attorney

COUNTY OF NELSON, VIRGINIA

By:_______________________
Candice W. McGarry, County Administrator of the County of Nelson, Virginia
Pursuant to Authority granted by Resolution of the Nelson County Board of Supervisors

STATE OF VIRGINIA,
COUNTY OF NESLON, to-wit:

The foregoing instrument was acknowledged before me this _ day of_____________________

, 2024, by Candice W. McGarry, County Administrator for Nelson County, Virginia, pursuant to a duly authorized resolution of the Nelson County, Virginia Board of Supervisors, which said resolution is attached hereto and incorporated herewith, on behalf of the County of Nelson, Virginia.

____
Notary Public

My commission expires:
Notary Registration No.:

Approved as to Form:

____
Phillip D. Payne, IV, County Attorney

REGION 2000 SERVICES AUTHORITY

By:________________________

Clarke W. Gibson, Director of the Region 2000 Services Authority
Pursuant to Authority granted by Resolution of the Region 2000 Services Authority Board

STATE OF VIRGINIA,

CITY/ COUNTY OF --------------------------- , to-wit:

The foregoing instrument was acknowledged before me on behalf of the Region 2000 Services Authority, this _ day of , 2024, by Clarke W. Gibson, its Director, pursuant to a duly authorized resolution of the Region 2000 Services Authority Board, which said resolution is attached hereto and incorporated herewith, on behalf of the said authority.

____
Notary Public

My commission expires:
Notary Registration No.:

Approved as to Form:

____
Jeremy Carroll, Counsel for the Region 2000 Services Authority

UPCOMING MEETINGS
Regular scheduled meeting dates and times will be determined at the Organizational meeting which will be held on Thursday, January 2, 2025, at 6:00 p.m. in the Board of Supervisors Meeting Room, 171 Price Lane, Appomattox, VA 24522.

ADJOURNMENT
Motion made by Mr. Carter, seconded by Mr. Hinkle and carried with all other members present, voting yes to adjourn at 8:36 p.m.

____
Mr. John Hinkle, Chairman