

January 11, 2012

The Organizational Meeting of the Rockingham County Board of Supervisors was held on Wednesday, January 11, 2012, at 3:00 p.m. at the Rockingham County Administration Center, Harrisonburg, Virginia. The following members were present:

PABLO CUEVAS, Election District #1
FREDERICK E. EBERLY, Election District #2
DEE E. FLOYD, Election District #3
WILLIAM B. KYGER, JR., Election District #4
MICHAEL A. BREEDEN, Election District #5

Also present:

BRYAN F. HUTCHESON, Sheriff

JOSEPH S. PAXTON, County Administrator
THOMAS H. MILLER, JR., County Attorney
STEPHEN G. KING, Deputy County Administrator
JAMES L. ALLMENDINGER, Director of Finance
BARRY E. HERTZLER, Director of Public Works
KATHARINE S. McQUAIN, Director of Recreation
TERRI M. PERRY, Director of Technology
STEPHEN R. RIDDLEBARGER, Director of Human Resources
ROBERT A. SYMONS, Fire Chief
WILLIAM L. VAUGHN, Director of Community Development
RHONDA H. COOPER, Director of Planning
DIANA C. STULTZ, Zoning Administrator
CHRISTOPHER D. ANDREWS, Planner
TAMELA S. GRAY, Deputy Clerk
DONALD F. KOMARA, Residency Administrator
Virginia Department of Transportation

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CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE.

Administrator Paxton called the meeting to order at 3:02 p.m.

Supervisor Floyd gave the Invocation and Deputy Administrator King led the Pledge of Allegiance.

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APPROVAL OF MINUTES.

On motion by Supervisor Eberly, seconded by Supervisor Floyd and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; EBERLY – AYE; FLOYD - AYE; KYGER - AYE; the Board approved the minutes of the regular meeting of December 14, 2011.

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2012 ORGANIZATION OF THE BOARD.

ELECTION OF CHAIRMAN AND VICE CHAIRMAN.

On motion by Supervisor Cuevas, seconded by Supervisor Breeden and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; EBERLY – AYE; FLOYD - AYE; KYGER – AYE; the Board elected William B. Kyger, Jr. as Chairman for 2012.

Administrator Paxton turned the meeting over to Chairman Kyger.

On motion by Supervisor Eberly, seconded by Supervisor Breeden and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS – AYE; EBERLY – AYE; FLOYD - AYE; KYGER - AYE; the Board elected Dee E. Floyd as Vice-Chairman for 2012.

PRESENTATION TO 2011 CHAIRMAN.

Chairman Kyger presented a plaque to 2011 Chairman Breeden in recognition of his service and thanked him for his efforts and sacrifices leading the County through a difficult year.

SETTING OF DAY AND TIME OF REGULAR MEETINGS.

On motion by Supervisor Breeden, seconded by Supervisor Cuevas and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; FLOYD - AYE; KYGER - AYE; and EBERLY – AYE; the Board set the 2012

meeting schedule as follows: beginning with this meeting held on January 11, 2012, and each second Wednesday thereafter, the first meeting of the month shall commence at 3:00 p.m. and beginning January 25, 2012, and each fourth Wednesday of each month thereafter, the second meeting of the month shall commence at 6:00 p.m., with the following exceptions: the first meeting in April, on April 11, 2012 which will include a public hearing on the proposed budget for FY 2012-13 will be held at Broadway High School and will begin at 2:00 p.m. In addition, there will be only one meeting held in February on February 15 at 3:00 p.m., in November on November 14 at 3:00 p.m., and in December on December 19 at 3:00 p.m.

The Board approves the following policy for meetings that are unable to be held due to inclement weather or other reasons as determined by the Chairman or Vice Chairman if the Chairman is not available:

If a meeting cannot be held due to inclement weather or for any reason as determined by the Chairman, or the Vice Chairman if the Chairman is not available, the meeting will be held at the scheduled time on the following Wednesday, unless otherwise determined by the Board.

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REVIEW OF COMMITTEE ASSIGNMENTS.

The Board received the following 2012 Chairman's Committee assignments.

BOARD OF SUPERVISORS
2012 Chairman's Committee Appointments

BOARD COMMITTEES:

BUILDINGS AND GROUNDS

Frederick Eberly
Dee Floyd

PUBLIC WORKS

Pablo Cuevas
Michael Breeden

AUTOMOBILE

William Kyger
Dee Floyd

FINANCE

Michael Breeden
Pablo Cuevas

PERSONNEL-RELATED (Ad Hoc)

Chairman
Vice-Chairman

LIAISON COMMITTEES:

CITY-COUNTY LIAISON

Pablo Cuevas
William Kyger

**AUGUSTA/ROCKINGHAM
LIAISON COMMITTEE**

William Kyger
Dee Floyd

SCHOOL BOARD LIAISON

Pablo Cuevas
Frederick Eberly

TOWNS/COUNTY LIAISON*

Frederick Eberly
Pablo Cuevas
* - varies with Town activity

OTHER COMMITTEES:

**CENTRAL SHENANDOAH PLANNING
DISTRICT COMMISSION**

Dee Floyd

**INFORMATION TECHNOLOGY
ADVISORY**

Frederick Eberly

**SOCIAL SERVICES
ADVISORY BOARD**

Michael Breeden

REGIONAL JAIL COMMITTEE

Frederick Eberly
Dee Floyd

CHAMBER OF COMMERCE

Pablo Cuevas

MASSANUTTEN REGIONAL LIBRARY

Frederick Eberly

**COMMUNITY CRIMINAL
JUSTICE BOARD**

Pablo Cuevas
County Administrator

RELATED LANDS (Federal)

Michael Breeden
Rhonda Cooper

VACO BOARD

William Kyger
Pablo Cuevas

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INTRODUCTION OF STUDENTS.

Students from Turner Ashby and Eastern Mennonite high schools introduced themselves to the Board.

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INTRODUCTION OF INTERNS.

Mr. Riddlebarger introduced Christine Ching, a James Madison University student who will update the County job descriptions.

Mrs. McQuain introduced two interns that will be working in the Recreation Department: Billy Chong from James Madison University and Aaron Brydge from Eastern Mennonite University. Recreation also has a practicum student and hopes several students will work in the department this summer.

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SHERIFF'S DEPARTMENT.

Sheriff Bryan F. Hutcheson informed the Board that he is honored to serve as the newly-elected Sheriff. He plans to maintain an open relationship with the Board and citizens.

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TRANSPORTATION DEPARTMENT.

The Board heard Mr. Komara's report on the activities of the Transportation Department including demolition of the Airport Road (Route 727) bridge, scheduled for February. An advertisement for rebuilding the bridge work should occur in the fall.

Crews have cut brush along South Montevideo Circle (Route 654) and other roads to increase visibility.

Mr. Komara reported no major weather events, and mild temperatures should help the higher precipitation this month remain in the form of rain.

Mr. Komara reported the County is well-positioned to receive funding from the Transportation Partnership Opportunity Fund (TPOF) grant. Administrator Paxton noted two firms have discussed submitting design-build proposals for the Southeast Connector project.

Supervisor Breeden expressed continued concerns about safety violations occurring during movement of traffic and equipment to complete the East Side Highway (Route 340) railroad work.

In response to a question from Supervisor Cuevas, Assistant Residency Administrator Jeremy Mason indicated the 511virginia.org website has a Virginia traffic link map with road conditions. The map is updated every four hours, or more frequently during extreme weather, Mr. Mason said.

On a recent trip to Georgia, Chairman Kyger noticed North Carolina and Georgia maintain their interstate medians better than Virginia and South Carolina. He noted the scrub trees in the wide medians on Interstate 81 will be costly to cut down if

they become too large; it is better to bush hog twice a year than on the current three-year schedule, he said. Administrator Paxton said North Carolina and Georgia still maintain their roads while North Carolina and Virginia use contractors for maintenance work. Chairman Kyger noted this is a statewide issue, but if a business wants to locate here, Virginia interstates are not visually appealing.

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FOOD DRIVE UPDATE.

James William “Bucky” Berry and his son, Brent Berry, provided an update on the food drive they coordinated to benefit the Salvation Army. Mr. Berry reported that the food collected will stock the Salvation Army’s food pantry for nearly nine months and feed approximately 27,000 families. The drive collected \$32,050 in food and monetary donations, including 300 chickens donated by George’s Inc. and food with an estimated value of \$2,000 from the Harrisonburg Police Department.

Mr. Berry challenged the 160 employees in the Sheriff’s Department to each donate between \$10 and \$20 worth of food in 2012 as he hopes to collect \$40,000 in food and monetary donations.

Chairman Kyger thanked the pair for their efforts and dedication to the community. They serve as a good example of what citizens should do each day, he said.

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COUNTY ADMINISTRATOR'S STAFF REPORT.

The Board received and reviewed Administrator Paxton’s January 5, 2012 staff report.

In accordance with State Code, the Heartland Veterinary Clinic requested approval for four rabies clinics planned for January.

On motion by Supervisor Floyd, seconded by Supervisor Breeden and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; EBERLY - AYE; FLOYD - AYE; KYGER - AYE; the Board approved Heartland Veterinary Clinic’s rabies clinics scheduled in January at the following locations:

- January 14, 2012 - Fulks Run Ruritan Club at Fulks Run Ruritan Park;
- January 14, 2012 - Mountain Valley Hunt Club at the Mountain Valley/Tenth Legion Senior Citizens’ Center;

- January 21, 2012 – Elkton at Eppard’s Garage (provided by Weldon Dean);
- January 28, 2012 - Port Republic 4-H Club (Grottoes location to be announced).

In response to a question from Chairman Kyger, Administrator Paxton will look at legislation to determine if all rabies clinics can be approved at one time during the year.

Administrator Paxton advised the Board that the cumulative impact of Virginia Retirement System (VRS) rate increases on teachers and non-professional employees in the school system and County employees, coupled with reductions in funding for standards of quality categories for education will amount to \$4.7 million in the upcoming FY 12-13 budget. A portion of the impact on the School Division is the result of a reduction in student enrollment and an increase in the composite index, which is used to determine the County’s share. As the composite index increases, the State assumes the County can pay a greater share for education.

Administrator Paxton advised that there is conflicting language in the Governor’s budget bill for the Line of Duty Act (LODA) making it unclear whether LODA will be paid by the State or the localities, he said.

Chairman Kyger noted education and public safety need to be maintained at a high level. He stated there is a significant increase in the Governor’s budget for higher education but not pre-K-12, when those students are required by law to attend school and achieve certain standards of learning. The government needs to decide whether to invest in childrens’ education or treat children as a bottom line on a spreadsheet, he said.

Chairman Kyger noted the County has done an excellent job of budgeting and running the County as efficiently as possible but since there is not much left to cut, citizens may need to start bearing the costs.

Administrator Paxton explained that there is additional money in the state budget for K-12 education but it is being used to cover the state’s share of retirement contributions which were not previously paid at a rate that met the actuarial requirements. He noted that since the County paid the amount the actuaries recommended as opposed to some lesser amount as the State has for the past several biennium, the County’s increase is significantly less at 23 percent versus an 87 percent increase for the statewide teacher plan.

On motion by Supervisor Cuevas, seconded by Supervisor Eberly and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; EBERLY - AYE; FLOYD - AYE; KYGER - AYE; the Board authorized the County to join the I-81 Corridor Coalition at \$5,000 a year with a three-year membership commitment.

Administrator Paxton advised that Mr. Vaughn has been attending the I-81 Corridor Coalition meetings and will continue to represent the County.

Administrator Paxton reviewed a letter from Jim Echols, Regional Manager of the Virginia Department of Conservation and Recreation, which indicated the County's Erosion and Sediment Control (ESC) Program met the requirements of the Virginia Erosion and Sediment Control Law and Regulations. The Virginia Soil and Water Conservation Board will continue the review at its March meeting and a County representative is invited to attend that meeting. Since previous reviews were less than complimentary, Administrator Paxton commended the Board for the foresight to move forward with the erosion and sediment control ordinance, as well as Tiffany Severs and Casey Armstrong for their hard work.

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COUNTY ATTORNEY'S STAFF REPORT.

Mr. Miller presented a Resolution Concerning Extension of Filing and Payment of Taxes which was prepared as authorized by the State Code.

On motion by Supervisor Cuevas, seconded by Supervisor Breedon and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; EBERLY - AYE; FLOYD - AYE; KYGER - AYE; the Board adopted the following resolution:

**RESOLUTION CONCERNING
EXTENSIONS OF FILING AND PAYMENT
OF TAXES**

WHEREAS, the Board of Supervisors of Rockingham County, Virginia, is aware that on rare occasions circumstances may arise that justify the extension of either time to file a tax return or time to pay a tax, and;

WHEREAS, Section 58.1-3916 of the Code of Virginia authorizes the Board to provide for reasonable extensions of both deadlines;

IT IS HEREBY RESOLVED, by the Board of Supervisors of Rockingham County, Virginia, that:

Pursuant to Section 58.1-3916, the County Administrator of Rockingham County may, after consultation with the Treasurer of Rockingham County and the Commissioner of the Revenue of Rockingham County, extend for a reasonable period of time up to a maximum of ninety days, the due date for the filing of a return for tangible personal property, machinery and tools, and merchants' capital, and the due date for payment of such taxes and for real estate taxes, whenever he finds, in writing, that good cause exists. Penalties and interest otherwise prescribed by statute or ordinance shall not accrue during the extension period. The County Administrator shall maintain a record of each extension granted and the justification of good cause found, and shall report to the Board of Supervisors on an annual basis. A taxpayer denied an extension may appeal to the Board of Supervisors.

Any taxpayer granted an extension who then fails to file or pay within the specified extension period shall be assessed all applicable penalties and interest from the original due dates as if the extension had never been granted.

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DEPUTY COUNTY ADMINISTRATOR'S STAFF REPORT.

Mr. King announced that the SRI project is progressing with an estimated substantial completion date in April 2012.

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FINANCE DIRECTOR'S STAFF REPORT.

The Board received and reviewed Mr. Allmendinger's January 11, 2012 staff report which included a recommendation that the Board award the audit services contract for a five-year period beginning with the fiscal year ending June 30, 2012 to PBGH, LLP.

On behalf of the Finance Committee, on motion by Supervisor Cuevas, seconded by Supervisor Breeden and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; EBERLY - AYE; FLOYD - AYE; KYGER - AYE; the Board awarded an independent audit services contract for the County, School Activity, Massanutten Technical Center and Sheriff's Canteen funds for a five-year period beginning with the fiscal year ending June 30, 2012 to PBGH, LLP with the following compensation schedule:

Fiscal Year Ended	Total Fee
June 30, 2012	\$125,000
June 30, 2013	\$128,100
June 30, 2014	\$131,300
June 30, 2015	\$134,500
June 30, 2016	\$137,900

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HUMAN RESOURCES DIRECTOR'S STAFF REPORT.

The Board received and reviewed Mr. Riddlebarger’s January 11, 2012 staff report.

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PUBLIC WORKS DIRECTOR'S STAFF REPORT.

The Board received and reviewed Mr. Hertzler’s January 11, 2012 staff report.

On behalf of the Public Works Committee, on motion by Supervisor Cuevas, seconded by Supervisor Breeden and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; EBERLY - AYE; FLOYD - AYE; KYGER - AYE; the Board authorized the purchase of equipment totaling \$65,914 from Commonwealth Engineering & Sales for the Cheese Run Pump Station upgrade (the County received only one proposal for this equipment); and authorized SCS Engineers’ work order #12-04 for the landfill gas (LFG) collection system operations, maintenance and monitoring services at an amount not to exceed \$133,200. This service is billed directly to Rockingham Memorial Hospital in accordance with the agreement as a component of the operating costs for the LFG system.

Supervisor Cuevas advised that Trent Lantz, a farmer in the Broadway area, lost a poultry house in a recent fire. Supervisor Cuevas requested that, when the farmer knows the amount covered by the insurance company and Cargill’s allowance for the disposal of poultry house remnants, Mr. King and Mr. Hertzler work with Mr. Lantz on the landfill disposal fee.

On motion by Supervisor Cuevas, seconded by Supervisor Eberly and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; EBERLY - AYE; FLOYD - AYE; KYGER - AYE; the Board authorized the Deputy

County Administrator and Director of Public Works to work with Trent Lantz on the landfill disposal fee for the remains from his poultry house which was destroyed by fire.

Chairman Kyger informed Mr. Hertzler that he frequently visits the Waggy's Creek container site and a new building was recently erected at the site. Chairman Kyger asked that the old building be removed or repaired because it contains mold and mildew.

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COMMUNITY DEVELOPMENT DIRECTOR'S STAFF REPORT.

The Board received and reviewed Mr. Vaughn's January 11, 2012 staff report.

On motion by Supervisor Eberly, seconded by Supervisor Breeden and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; EBERLY - AYE; FLOYD - AYE; KYGER - AYE; the Board authorized Community Development staff to forward the draft Farm First Enterprise Program Zoning Ordinance Amendment to the Planning Commission for review.

Mr. Vaughn requested a work session before the January 25, 2012 meeting to review the status of the EPA mandate related to the Chesapeake Bay Total Maximum Daily Loads (TMDL) project. Staff will share information collected for the EPA model to help determine the County's goals in meeting the mandate. The work session will be held at 3:00 p.m. in the Community Room in Community Development and representatives from the Department of Conservation and Recreation (DCR) and National Resources Conservation Services (NRCS) that assisted in collecting information will be invited to attend, as well as representatives from the Farm Bureau, Extension Service and Virginia Poultry Federation. The information to be reviewed will be provided to the Board in advance.

Administrator Paxton noted the VDOT secondary street acceptance requirements and VDOT traffic impact analysis regulations instituted during the building and development boom and mentioned in Mr. Vaughn's staff report have been relaxed with the slower economy.

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TECHNOLOGY DIRECTOR'S STAFF REPORT.

The Board received and reviewed Mrs. Perry's January 2012 staff report.

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FIRE AND RESCUE CHIEF'S STAFF REPORT.

The Board received and reviewed Chief Symons' January 4, 2012 staff report.

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RECREATION DIRECTOR'S STAFF REPORT.

The Board received and reviewed Mrs. McQuain's January 2012 staff report.

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LANDFILL - RESOURCE RECOVERY FACILITY AGREEMENT.

Administrator Paxton reported that the City Council approved the Landfill - Resource Recovery Facility Agreement on a 5-0 vote.

He explained the Agreement terminates the 1994 Agreement that became obsolete as the County expanded the landfill and the City expanded the resource recovery facility and technology changed. This Agreement establishes the rate for all trash disposed at either the landfill or recovery facility. Each locality will bill for all waste disposed rather than the current system of offsets. It also permits either entity to end the Agreement if regulations change, or the landfill or resource recovery facility cease operation. The Agreement simplifies the fee calculations. It is a 10-year agreement that gives either party the right to terminate with three year's notice, Administrator Paxton said.

Supervisor Cuevas brought to Administrator Paxton and Mr. Hertzler's attention that accurate reporting and verification at each site is a very important component of the Agreement.

On behalf of the Public Works Committee, on motion by Supervisor Cuevas, seconded by Supervisor Eberly and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; EBERLY - AYE; FLOYD - AYE; KYGER - AYE; the Board authorized the County Administrator to execute the Landfill - Resource Recovery Facility Agreement.

LANDFILL – RESOURCE RECOVERY FACILITY AGREEMENT

Rockingham County and the City of Harrisonburg

This Landfill - Resource Recovery Facility Agreement is made this __ day of January, 2012, by and between the City of Harrisonburg, a Virginia municipal corporation (the City), and Rockingham County, a political subdivision of the Commonwealth of Virginia (the County), who agree together as set forth in the following paragraphs.

1. Rescission.

That certain agreement dated June 29, 1994, between the City and the County pertaining to solid waste management, the City's resource recovery facility (the RRF) and the County's sanitary landfill (the Landfill) is hereby rescinded and replaced by this Agreement.

2. Closure Participation.

State and federal regulations require that when a landfill cell ceases to accept waste, or becomes "inactive", it must be subjected to "closure" as then prescribed in the regulations, and that certain maintenance and monitoring responsibilities must be performed on inactive cells for 30 years post-closure. An operator of a landfill must show in its current financial statement an annual operating liability for closure and post-closure expenses and must set aside a fund to cover that liability. The amount of the liability must provide for mandated closure and post-closure responsibilities and is to be calculated as set forth in the regulations. The County and City shall divide the closure and post-closure liability *pro rata* for all cells active as of December 31, 2011 (the Active Cells). Each party shall be responsible for that percentage of waste deposited in the Active Cells that originated in the jurisdiction of each party, according to disposal records maintained at the Landfill. The City's liability for closure and post-closure shall be capped at that amount calculated pursuant to the regulations and the percentage of waste disposed in the Active Cells as just described, all as of December 31, 2011. The amount so calculated shall be certified by an independent auditor, shall be reflected on the City's annual financial statements, and a fund shall be maintained by the City to cover such liability until such time as the fund either is depleted by draws from the County or the 30-year closure period for the last of the Active Cells has ended. The County shall draw from this fund by invoice submitted to the City for costs incurred for closure and post-closure care for the Active Cells.

3. County Container Site Waste.

The County shall haul all its container site waste to the RRF for disposal.

4. Tipping Fees.

Throughout the term of this Agreement, the City shall pay to the County for all City-hauled waste the then current landfill tipping fee charged by the County for privately-hauled waste generated in the County (the Landfill Tipping Fee). The City

shall also pay the Landfill Tipping Fee for all ash and unburnable waste hauled from the City's RRF to the Landfill. As of the date of this Agreement, the Landfill Tipping Fee is Forty-eight and no/100 Dollars per ton (\$48/ton), and is subject to annual adjustment.

Throughout the term of this Agreement, the County shall pay to the City at the then current Landfill Tipping Fee for all County container site waste hauled to the RRF.

5. Privately or Publicly Hauled County Generated Trash.

Throughout the term of this Agreement, and excluding waste from the County container sites, the City shall charge for all privately or publicly hauled waste generated in the County and hauled to the RRF, the then current Landfill Tipping Fee plus Twenty-one and no/100 Dollars (\$21.00) per ton. This provision specifically includes, but is not limited to, waste collected within the towns located in the County.

6. Privately Hauled City Generated Trash.

Waste generated in the City that is taken by private haulers to the Landfill shall be charged the then current Landfill Tipping Fee or the then current tipping fee charged at the RRF, whichever is greater. The County shall remit to the City the difference between the two if the tipping fee charged at the RRF is greater than the Landfill Tipping Fee.

7. Waste Originating from Outside of Locality.

The County acknowledges that the City may, for economic reasons, need to contract with haulers carrying waste from outside the Rockingham – Harrisonburg metropolitan area (Non-local Waste) and the County understands that such contracts may impact the quality and quantity of ash produced by the resource recovery facility. The City may set the tipping fee for Non-local Waste at whatever rate it deems appropriate, in its sole discretion. The tipping fee at the Landfill for ash generated from Non-local Waste shall be the Landfill Tipping Fee as set forth above for all waste hauled from the City. The City agrees to enter into contracts to accept Non-local Waste for periods not to exceed three (3) years. Except as provided for in paragraph 8 (RRF Maintenance and Repair), below, the County is under no obligation to accept Non-local Waste contracted for by the City. The City agrees to indemnify and hold the County harmless from any and all costs, fees, charges and damages arising from claims made by haulers of Non-local Waste in the event the County refuses to accept their waste.

8. RRF Maintenance and Repair.

It is anticipated that the RRF will require both routine and emergency maintenance and repair from time to time. The City shall give the County no less than thirty (30) days prior notice of routine maintenance or repair, and shall notify the County within Twelve (12) hours of discovering the need for emergency repair. Should such maintenance or repair create conditions that make it impossible for the

City to accept waste that normally would be accepted at the RRF, including but not limited to County container site waste and Non-local Waste, the County shall accept such waste at the Landfill; provided that the City shall first take as much waste at the RRF as its functional capacity allows. The City shall pay to the County the then current Landfill Tipping Fee for all such waste, exclusive of County container site waste. The County shall receive up to, but not to exceed, Ten Thousand (10,000) tons of Non-local Waste per calendar year under the conditions specified in this paragraph 8 (RRF Maintenance and Repair). The City shall ensure that all contracts for receiving Non-local Waste at the RRF include the limitations and requirements applicable to Non-local Waste set forth in this paragraph 8 (RRF Maintenance and Repair) and that the haulers of the Non-local Waste shall provide for a destination for such waste other than the County landfill in the event the maximum tonnage per year is exceeded; with no cost, responsibility or liability to the County. Additionally, the City shall ensure haulers of Non-local Waste understand the County will under no circumstances accept waste that does not comply with the Landfill regulations and other applicable federal, state and local regulations.

9. Tipping Fee Reports.

The parties shall exchange reports (Tipping Fee Reports) by the tenth of each month for the preceding calendar month. The Tipping Fee Reports shall show the loads disposed of at the respective facilities and the tipping fees charged therefore.

10. Term of Agreement.

This Agreement shall commence on January 1, 2012 and shall terminate on December 31, 2022, unless sooner terminated by written agreement of the parties with no less than three years written notice, or as a result of breach. In addition, this Agreement shall terminate immediately if the RRF is shutdown for any reason or is leased, sold or the operation thereof contracted to another party.

11. Right to Refuse Waste.

Both the City and the County reserve the right to refuse any waste at their facility, regardless of origin or hauler, which does not comply with the RRF regulations or the Landfill regulations, respectively, and other applicable federal, state and local regulations.

Rockingham County, a Virginia
Political subdivision

The City of Harrisonburg,
a Virginia municipal corporation

By: _____
Its: County Administrator

By: _____
Its: City Manager

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APPOINTMENTS.

On motion by Supervisor Cuevas, seconded by Supervisor Floyd and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; EBERLY – AYE; FLOYD - AYE; KYGER - AYE; the Board appointed Sheriff Bryan F. Hutcheson to the Community Services Board and Community Criminal Justice Administrative Board as an ex-officio member of each board.

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COMMITTEE REPORTS.

AIRPORT

Administrator Paxton reported that the airport addition has been completed and a tour will be scheduled of the Shenandoah Valley Regional Airport and Dynamic Aviation in the near future.

SOCIAL SERVICES

Supervisor Breedon announced the Committee has not met this year but he and Mr. Driver are looking for additional funding.

CHAIRMAN

Chairman Kyger asked the Board and staff to assist the Virginia Association of Counties (VACo) if their services or participation are requested at the upcoming Virginia General Assembly session.

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CLOSED MEETING.

On motion by Supervisor Cuevas, seconded by Supervisor Eberly and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; EBERLY – AYE; FLOYD - AYE; KYGER - AYE; the Board recessed the meeting from 4:13 p.m. to 4:52 p.m., for a closed meeting pursuant to 2.2-3711.A (3), Discussion or consideration of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body; (5), Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community; (7), Consultation with legal counsel and staff members regarding specific legal matters requiring the provision of legal advice by such counsel.

MOTION: SUPERVISOR CUEVAS RESOLUTION NO: 12-1
SECOND: SUPERVISOR BREEDEN MEETING DATE: JANUARY 11, 2012

CERTIFICATION OF CLOSED MEETING

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

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by this Board of Supervisors that such Closed Meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Rockingham 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 by Virginia law were discussed in the Closed Meeting to which this certification resolution applies; and (ii) only such public business matters as were identified in the motion convening the Closed Meeting were heard, discussed or considered by the Board of Supervisors.

VOTE:
AYES: BREEDEN, CUEVAS, EBERLY, FLOYD, KYGER
NAYS: NONE
ABSENT:

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ADJOURNMENT.

Chairman Kyger declared the meeting adjourned at 4:53 p.m.

Chairman