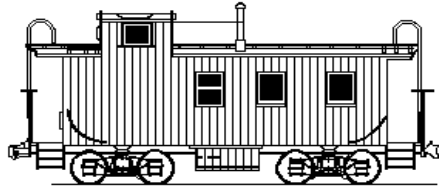


Adopted on March 7, 2023 by the Town Council as presented.



**CLIFTON TOWN COUNCIL MEETING  
TUESDAY, FEBRUARY 7, 2023, 7:30 PM  
ELECTRONIC MEETING VIA ZOOM  
12641 CHAPEL ROAD  
CLIFTON, VA 20124**

In accordance with the Town of Clifton's Declaration of a Local Emergency due to the COVID-19 pandemic under Virginia Code § 44-146.21 which enables the Town of Clifton Government bodies to conduct Town business through electronic public meetings under Virginia Code § 2.2-3708.2, the Town of Clifton Town Council is holding the Meeting noticed herein electronically for the purpose of continuity of government of the Town of Clifton.

The meeting will be conducted using Zoom teleconferencing audio and video service, and connection information will be provided to members of the public to afford the opportunity to citizens to witness the operation of the Town of Clifton government. Connection information is available from, and will be provided by, the Town Clerk.

**Present:** Mayor Bill Hollaway; Vice Mayor Regan McDonald; Councilmember Steve Effros; Councilmember Patrick Pline; Councilmember Darrell Poe; Councilmember Lynn Screen.

**Staff:** Amanda Christman, Town Clerk; Nick Orrison, Town Treasurer.

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**The Regular Meeting was called to order by Mayor Hollaway at 7:30 PM.**

Order of Business:

1. Report of the Town Clerk:
  - a. Approval of the Minutes.
    - **Mayor Hollaway moved to approve the January 3, 2023 Town Council Meeting Minutes with several revisions for clarification, seconded by Councilmember Poe. The motion was approved by poll, 6-0.**
  - b. 2023 Golf Cart Registration - Update.

Adopted on March 7, 2023 by the Town Council as presented.

It was reported that letters were sent to the households who have not registered their golf carts for 2023, informing them that they are no longer permitted to operate their golf carts on streets within the Town.

2. Report of the Treasurer.

a. Financial Reports.

The Council will review the December Treasurer's report for approval at the March Meeting. The January Treasurer's Report is expected to be submitted separately for review prior to the same Meeting.

b. United Bank Proposal for Investment of Town Funds.

See attached proposal.

- **Mayor Hollaway moved to approve the investment of \$900,000 of funds into a 13-month term CD with the 4% interest rate, with approximately \$200,000 to remain in the super money market account, and approximately \$29,000 in the checking account conditioned upon the confirmation that the CD investment can be invested into multiple smaller CDs rather than just one, seconded by Councilmember Poe. The motion was approved by poll, 6-0.**

c. Request to Post Updated 2023 BPOL Form on Town Website.

The Treasurer reported that the form is now ready to be published online.

d. 2023 BPOL Update – Send 2023 BPOL Notices.

It was reported that the notices have now been sent out.

e. Town Audit Update – Status.

It was reported that FY21 has not been finished by auditors yet. The Treasurer indicated he will contact the auditors this week to get an update on when they expect to finish. Mayor Hollaway indicated support for auditing multiple years at one time to clear the backlog, provided it makes financial sense to do so.

3. Citizen's Remarks.

Mike Davis: reported on the upcoming Clifton Betterment (CBA) birthday celebration, scheduled for April 29 from 4-9 PM at the CBA barn for members and invited guests. All Clifton Town residents are invited regardless of membership. The Council requested that a reminder email be sent out a week in advance of the event.

4. Reports of Committees:

a. Planning Commission.

See attached report.

- **Mayor Hollaway moved to accept the recommendations of the Planning Commission to approve the Plan of Development with the specific revisions that were required by Fairfax County's review for the equestrian ring project at 12800 Chapel Street, seconded by Councilmember Effros. The motion was approved by poll, 6-0.**
- **Councilmember Poe moved to accept the recommendation of the Planning Commission to approve a conditional Use Permit for the remainder of 2023 for a**

**farmers market on Sundays from April to November from 7AM-2PM with a maximum of seven (7) vendors to be located in the courtyard of 12644 Chapel Road for Virginia Mercantile with the restrictions and conditions as set forth in the report of the Planning Commission including that there be no music or other amplified sound and that noise shall be minimized, seconded by Councilmember Effros. The motion was approved by poll, 6-0.**

b. Report of the Zoning Administrator:

i. Use of Town Hall for Large Scale Commercial Meetings and Parking Issues.

A report was presented on the commercial activities taking place on a regular basis at the Town Hall by a business from 12644 Chapel Road, which has caused a significant number of complaints from adjacent business owners and residents with respect to how the events have compounded the parking issues on and around the premises. It was also noted that the business appears to be regularly using more than the five (5) parking spaces that were allocated to them based on an office use, and that the business should be asked to submit a new Use Permit application that accurately reflects the use intensity of their business in addition to several other important aspects.

After a brief discussion, the Town Council reaffirmed that commercial events not sponsored by the community are prohibited by the lease agreement in effect with Fairfax County and that, therefore, the upcoming events planned at the Town Hall by the business from 12644 Chapel Road will be removed from the schedule and any pending rental fees received will be returned.

Bob Gallagher, co-owner of Sun Design, introduced himself and acknowledged the Council's determination on the use of the Town Hall, indicated that his group desires to be a positive member of the community, and will work with the Town to obtain a new Use Permit as recommended.

c. Architectural Review Board.

Vice Mayor McDonald reported that the Architectural Review Board reviewed and approved the following two applications: a new fence at 12635 Chapel Road and a second story addition at 7150 Main Street.

d. Streetscape Committee.

Geri Yantis began by recognizing the recent loss of Joel Byrne, a great young person of the Clifton community who tragically passed away on Saturday. The Council paused its business to acknowledge the gravity of this loss.

Geri and Susan continued with the Streetscape project status, reporting that the proposal to provide site plan revisions by J2 Engineers has been received and is under review by the Streetscape Committee and VDOT. It was noted that the proposal includes services through to the construction phase. Once the review is complete, the proposed contract will be submitted to the Town Council for its consideration.

Mr. Yantis added that VDOT is scheduled to repair the collapsed portion of the stormwater system that is in the right-of-way under Main Street in the spring, although this would cause further delay in scoping and design work. As an alternative, VDOT has offered to open up that section of road so that scoping can be accomplished prior to the scheduled repair. Therefore, Mr. Yantis recommended that the Town consider approving an expenditure of up to \$3,300 for

Adopted on March 7, 2023 by the Town Council as presented.

Mueller, Inc. to provide the scoping during the temporary road opening so that J2 Engineers can begin their design work as soon as possible thereafter.

- **Mayor Hollaway moved to approve up to \$3,300 in expenditures for J2 Engineers and its sub-contractor Mueller, Inc. to provide stormwater system scoping, seconded by Vice Mayor McDonald. The motion was approved by roll-call: Hollaway: Aye; McDonald: Aye; Effros: Aye; Pline: Aye; Poe: Aye; Screen: Aye.**

5. Unfinished Business:

- a. Replacement of Tree in Ayre Square – Update.

Councilmember Poe indicated that a proposal for the replacement will be ready for consideration at next month’s meeting.

- b. Holiday Homes Tour – Committee Input on Selection of Charities.

Councilmember Screen reported that the Committee believes that the ability to select a charity of their choice is a benefit for those who open up their homes for the Tour, but it is open to the idea of having just one Town charity be the beneficiary.

6. New Business:

- a. Senator Barker/Delegate Helmer Request to Extend Lease of Pink House Rear Building. Proposed addendum attached.

- **Mayor Hollaway moved to approve the lease extension for one year at the current rate of \$1,300 per month, unless the tenants would prefer an extension for two years at \$1,400 per month, seconded by Councilmember Poe. The motion was approved by roll-call: Hollaway: Aye; McDonald: Aye; Effros: Aye; Pline: Aye; Poe: Aye; Screen: Aye.**

- b. Clifton Scout Troop 1104 – Request for Annual Lock-In Event March 25-26 at Town Hall.

- **Councilmember Poe moved to approve the request to allow the lock-in event and waive the facility use fee based on the tremendous amount of work the Scouts do for the community, seconded by Mayor Hollaway. The motion was approved by poll, 6-0.**

- c. Clifton Lions Club/DEA Drug Take-Back Event – April 22, 2023 at Clifton Presbyterian Church:

- i. Request for Approval of Event;  
ii. Request for Banner Starting ~April 7.

- **Mayor Hollaway moved to approve the request for the event and for the banner to be erected over Main Street starting on approximately April 7, seconded by Councilmember Effros. The motion was approved by poll, 6-0.**

- d. Request for Town to Sponsor and Request Virginia DEQ Grant for Resource Recovery Project in Clifton to Provide Recycling Service for Residents.

Adopted on March 7, 2023 by the Town Council as presented.

**See attached proposal.**

The Council indicated its support of the effort to proceed with the application, due in July 2023, to be reviewed by the Council prior to submission.

e. VDOT 2022 Title VI Review of Town of Clifton – Plan to Resolve Findings.

Councilmember Screen and Mayor Hollaway presented a background summary and an update on the review process. Councilmember Effros asked if Clifton’s population might not meet a threshold for Title VI requirements. Councilmember Screen indicated that she would investigate this question. She also noted that draft compliance documentation will be circulated a week before the March Council meeting for review and approval.

7. Adjournment.

- **Councilmember Poe moved to adjourn, seconded by Councilmember Effros. The motion was approved by poll, 6-0.**



Amanda Christman <clerk@cliftonva.gov>

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## Fwd: United Bank - Information

1 message

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William Holloway <wholloway77@gmail.com>

Wed, Feb 1, 2023 at 1:18 PM

To: Regan McDonald <rmcdonald@cliftonva.gov>, Stephen Effros <seffros@cliftonva.gov>, Poe Darrell <dpoe@cliftonva.gov>, Pline Patrick <ppline@cliftonva.gov>, Screen Lynn <lscreen@cliftonva.gov>  
Cc: Clifton Treasurer <treasurer@cliftonva.gov>, Christman Amanda <clerk@cliftonva.gov>

Council Members,

Please see the proposal below from our bank manager at United Bank to take advantage of higher interest rates for Town of Clifton funds.

Please review and be prepared to discuss at next week's Town Council meeting.

Best regards,  
Bill

Begin forwarded message:

**From:** William Vaughan <William.Vaughan@bankwithunited.com>  
**Date:** February 1, 2023 at 10:38:28 AM EST  
**To:** [treasurer@cliftonva.gov](mailto:treasurer@cliftonva.gov), [wholloway77@gmail.com](mailto:wholloway77@gmail.com)  
**Subject:** United Bank - Information

Hello Nick and Bill!

I am reaching out because I wanted to give an update on the accounts here at United, as well as propose that we move some money for a better return.

Right now, the Town's Reserves are in a Super Money Market Account. The balance is about \$884,055.48 earning an annual percentage yield (APY) of 1.15%.

There is also \$229,061.14 in the Town's checking account ending in -5282 earning an annual percentage yield of 0.10%

The bank has Certificates of Deposit that have higher yields. We are currently offering a 9 month **No Penalty CD @ 3.5%** APY and a 13-month CD @ 4% APY.

I suggest the following for the funds in the Super Money Market account:

\$100,000 Super Money Market Account @ 1.15% APY (This leaves enough funds liquid in case a project or emergency arises)

\$250,000 9 month no penalty CD (Would yield approximately \$6534.20 and allow flexibility to close and deposit to checking account if needed)

\$534,055.48 (approximate remaining balance) 13-month CD (would approximately yield \$20,278.81)

We can fluctuate the amounts of the deposits to make sure we best meet the needs of the Town.

In addition to the above, I was able to get this deal for you all, the Town, as well as anyone associated with you all

### **New Money Deposit Offering**

This offer is for **New Money** being brought to us from another Financial Institution. If you or anyone you know brings \$250,000 or more in deposits

to open an account with us we can offer a Super Money Market @ 3% APY. If you know anyone that may be open to move deposits and would like to take advantage of this offering,

please let me know and I will be happy to work with them.

If you have any questions, please let me know. Thank you all for banking with us here at United!

Best Regards,



**William Vaughan**  
Branch Manager

Union Mill Branch  
NMLS ID 1811675

[5766 Union Mill Rd](#)

[Clifton, VA 20124](#)  
**Direct** 703.584.3892  
Office 703.584.3890

**Fax** 703.988.0409

[BankWithUnited.com](#)

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When responding to this email, **do not include personal information**, such as social security number or account number. If your response requires you to include personal information, email us through the secure Contact Us email link on our website.

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error please notify the sender. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company.

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**PLANNING COMMISSION REPORT for January 31, 2023 in person**  
**Present: Terry Winkowski, Adam Trost, Kathy Kalinowski, Michelle Stein;**  
**Absent: Susan Yantis, Patrick Pline, Paula Sampson**

1. The Planning Commission reviewed the preliminary use permit with an approved Plan of Development which was issued on February 1, 2022 to Amy Luyster for building a riding rink at 12800 Chapel Street. Fairfax County has made changes to that Plan of Development in the course of their review as of September 14, 2022 with respect to the Rough Grading Plan and included in the Land Disturbance Permit issued by the County on December 13, 2022. Since the applicant was required to provide the Town an updated Plan of Development if any changes occurred, the applicant's engineer noted these changes on the applicant's development plan dated August 18, 2022, and these changes were also reviewed and itemized by the Town Engineer in his letter of January 30, 2023. The Planning Commission recommends that the revisions made by the County to the previously approved Plan of Development be approved and the previously approved Plan of Development be so modified.
2. The Planning Commission reviewed an application by Robin Moser of Virginia Mercantile, as organizer, for a Farmer's Market at 12644 Clifton Road, every Sunday from April through November, from 7AM to 2 PM, with a maximum of 7 vendors, all of whom will be located in the courtyard area. As part of the discussion of various issues, including the parking issue, The Town Clerk contacted by email the owner of the building, and all the tenants located at 12644 to obtain their feedback. There was no negative feedback from any tenant. The owner approved the Farmer's Market, as did the 5 tenants who responded, who all noted that little to no business was conducted by them on Sundays at the office. Since there was a previous Farmer's Market at that location a number of years ago, which did not impact parking or traffic, since many attendees walked to the market, the Planning Commission recommends that a conditional use permit be approved for 2023 for such a Farmer's Market at 12644 Clifton Road, to occur Sundays (except for Clifton Day) from 7AM-2 PM from April through November 2023, with no more than seven vendors, all of whom will have their stands located on the courtyard area of the premises, that there will be no music or amplified sound and noise will be kept to a minimum. If the Market wishes to continue in 2024, it will be necessary for the Market and its organizer to apply after November 2023 for another use permit, so the Town can evaluate the previous year with respect to impact on the community considering parking, noise and all other pertinent factors.



Amanda Christman <clerk@cliftonva.gov>

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## Fwd: Barker/Helmer Lease

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**William Hollaway** <whollaway@cliftonva.gov>

Tue, Jan 10, 2023 at 2:40 PM

To: Regan McDonald <rmcdonald@cliftonva.gov>, Stephen Effros <seffros@cliftonva.gov>, Poe Darrell <dpoe@cliftonva.gov>, Patrick Pline <ppline@cliftonva.gov>, Screen Lynn <lscreen@cliftonva.gov>  
Cc: Christman Amanda <clerk@cliftonva.gov>, Clifton Treasurer <treasurer@cliftonva.gov>

All,

Attached is a request from George Barker&Dan Helmer to extend their lease at the Pink House for an additional 2 years, at the same rental rate of \$1,300/month.

We can discuss and vote on this at the February Town Council meeting.

Amanda - please remind me to include this on the Agenda.

Best regards,  
Bill

Begin forwarded message:

**From:** Jeff Stein <jstein@tranzon.com>

**Date:** January 10, 2023 at 10:57:34 AM EST

**To:** William Hollaway <whollaway77@gmail.com>

**Cc:** Regan McDonald <mcdonald.regan@gmail.com>, William Hollaway <whollaway@cliftonva.gov>

**Subject:** RE: Barker/Helmer Lease

Bill,

Please see attached as requested by tenant. Call me with any questions.

Thanks,

Jeff

Jeff Stein

**Broker I Jefferson Realty Group, Inc.**

Office: 703-539-8000

Cell: 703-626-7407

email: [jeffstein@cox.net](mailto:jeffstein@cox.net)

[3819 Plaza Drive, Fairfax, VA 22030](#)

Licensed in VA/DC/MD/WV/NC/SC

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**From:** William Hollaway <[whollaway77@gmail.com](mailto:whollaway77@gmail.com)>  
**Sent:** Monday, January 9, 2023 5:12 PM  
**To:** Jeff Stein <[jstein@tranzon.com](mailto:jstein@tranzon.com)>  
**Cc:** Regan McDonald <[mcdonald.regan@gmail.com](mailto:mcdonald.regan@gmail.com)>; William Hollaway <[whollaway@cliftonva.gov](mailto:whollaway@cliftonva.gov)>  
**Subject:** Re: Barker/Helmer Lease

Jeff,

I looked back and saw that they only did a 1-year renewal the last time around, which did expire on December 31, 2022.

Yes, please put together a proposed extension, and I will present it to the Council.

Best,

Bill

On Jan 7, 2023, at 3:39 PM, Jeff Stein <[jstein@tranzon.com](mailto:jstein@tranzon.com)> wrote:

Hi Bill and Regan,

Happy New Year!

The Barker/Helmer lease technically expired at the end of December. They would like to continue renting the space for an additional 2 years. They had another crazy electric bill and I understand that Regan is working on trying to figure out what is happening. Let me know if you need my assistance in drafting an extension.

Thanks,

Jeff

Jeff Stein

**Broker I Jefferson Realty Group, Inc.**

Office: 703-539-8000

Cell: 703-626-7407

email: [jeffstein@cox.net](mailto:jeffstein@cox.net)

[3819 Plaza Drive, Fairfax, VA 22030](#)

Licensed in VA/DC/MD/WV/NC/SC



**Lease Addendum 7137-B Main St January 2023.docx**

14K

### Lease Addendum

This Addendum is made on January 5, 2022 to a commercial lease ("Lease") ratified on December 12<sup>th</sup>, 2019 between George Barker and Helmer for Virginia ("Lessee") and The Town of Clifton Virginia ("Lessor") for the lease of Premises 7137-B Main Street, Clifton, VA 20124.

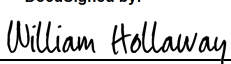
The parties agree that this Lease is modified as follows:

The term of the lease shall expire on December 31<sup>st</sup>, 2022. The rent shall increase to \$1,300 per month starting on January 1, 2022.


Rios Partners, LLC shall be added to the lease as an additional Lessee.

This Addendum shall not alter, modify, or change in any other respect this Lease, and except as modified herein, all of the terms and provisions of this Lease are expressly ratified and confirmed and shall remain in full force and effect.

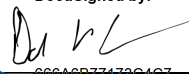
Lessor: The Town of Clifton Virginia

DocuSigned by:  
 1/12/2022  
By: William R. Hollaway, Mayor


Lessee: George Barker

DocuSigned by:  
 1/12/2022  
By: George Barker

Lessee: Helmer for Virginia

DocuSigned by:  
 1/10/2022  
By: Dan Helmer

Lessee: Rios Partners, LLC

DocuSigned by:  
 1/10/2022  
By: Joshua Riojas

**LEASE**

**BY AND BETWEEN**

**The Town of Clifton, Virginia ("Lessor")**

**AND**

**George Barker and Helmer for Virginia LLC ("Lessee")**

## LEASE

THIS LEASE (the "Lease") is dated the 12<sup>th</sup> day of December, 2019, to be effective as of January 1, 2020 (the "Effective Date"), by and between The Town of Clifton, Virginia (hereinafter collectively referred to as "Lessor"), and George Barker and Helmer for Virginia LLC (hereinafter referred to as "Lessee").

### RECITALS:

A. Lessor is the owner of a two story building known as the Pink House, having a street address of 7137 Main Street, Clifton, Virginia 20124 (hereinafter sometimes referred to as the "Building") located in Fairfax County, Virginia. The Building has two separate parts, the Front Building and the Rear Building, based on their proximity on the lot to Main Street. The address of the Rear Building is 7137-B Main Street, Clifton, Virginia 20124

B. Lessee desires to lease space in the Building and Lessor is willing to rent the premises to Lessee upon the terms, conditions, covenants and agreements set forth herein

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

### Article I THE PREMISES

In consideration of the premises and the covenants herein set forth, the Lessor does hereby lease unto the Lessee, and the Lessee does hereby lease from Lessor, the entire existing Rear Building at 7137-B Main Street, Clifton, Virginia (the "Premises").

The lease of the Premises includes the right to use the common areas of the Front Building and five (5) spaces in the adjacent parking area, but includes no other rights not specifically set forth herein. For the purposes of this Lease it is agreed that the rentable area of the Rear Building is six hundred and ninety (690) square feet.

### Article II TERM

The term of this lease shall commence on January 1, 2020, and shall run for a period of two (2) years, expiring on December 31, 2021, provided however, that Lessee shall have the right to extend the Lease by an additional two (2) year term expiring on December 31, 2023, but only if Lessee provides Lessor with written notice of extension of such lease by no later than September 30, 2021 (the "Two-Year Extension").

### Article III RENTAL PAYMENTS

Commencing on the Effective Date, Lessee shall pay to Lessor as monthly rent for the Premises, without set off, deduction or demand (except as otherwise provided in this Lease), an amount equal to the sum of \$1,300.00, provided however, that if Lessee exercises the Two-Year Extension, the monthly rent shall increase to \$1,400 starting on January 1, 2022. The monthly base rent payable hereunder during the Lease Year shall be due and payable in advance on the first day of each month during such Lease Year.

All rent shall be paid to Lessor in legal tender of the United States by good check drawn on a bank located in the United States. Rental payments shall be made to the Town of Clifton, Virginia, P.O. Box 309, Clifton Virginia, 20124. If any sum payable by Lessee under this Lease is paid by check which is returned due to insufficient funds, stop payment order, or otherwise, then (a) such event shall be treated as a failure to pay such sum when due; and (b) in addition to all other rights and remedies of Lessor hereunder, Lessor shall be entitled to impose a returned check charge of Fifty Dollars (\$50.00) to cover Lessor's administrative expenses and overhead for processing. If Lessor shall at any time accept rent after it shall come due and payable, such acceptance shall not excuse a delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights hereunder. Any rental or other payment due from Lessee hereunder which is not received when due shall be payable by Lessee to Lessor, without demand, with an overdue charge of 5% of the amount owed.

Article IV  
UTILITIES AND SERVICES

The Lessee shall be responsible for all utilities supplied to the premises, including Telephone, Cable and Internet Services, electricity, grounds maintenance, trash and sewer. Lessee shall be responsible for all repairs caused by Lessee or Lessee's occupants of the premises. Any other services required by the Lessee shall be supplied by the Lessee at its own expense.

DS  
GB

DS  
DH

Article V  
SECURITY DEPOSIT

Lessor is holding Lessee's security deposit in the amount of \$1,300.00; said deposit shall remain held under this Lease for the entire period covered by this lease thereof.

The security deposit shall be security for the performance by Lessee of all of Lessee's obligations, covenants, conditions and agreements under this Lease. Within sixty (60) days after the expiration of the Lease Term, and provided Lessee has vacated the Premises, Lessor shall return the security deposit to Lessee, less such portion thereof as Lessor shall have appropriated to satisfy any default by Lessee hereunder. If an Event of Default occurs, Lessor shall have the right, but shall not be obligated, to use, apply or retain all or any portion of the security deposit for (i) the payment of any base rent or any other sum as to which Lessee is in default, (ii) the payment of any amount which Lessor spends or becomes obligated to spend to repair physical damage to the Premises or the Building; or (iii) the payment of any amount Lessor spends to compensate Lessor for any losses (excluding consequential damages) incurred by reason of such



the Premises. If any portion of the security deposit is so used or applied, within ten (10) days after written notice to Lessee of such use or application, Lessee shall increase the amount of the security deposit, time being of the essence, to the amount required under this Lease and Lessee's failure to do so shall constitute an Event of Default (i.e., not requiring any notice and cure period).

In the event of the sale or transfer of Lessor's interest in the Building, Lessor shall have the right to transfer the security deposit to the purchaser or assignee. If Lessor shall transfer the security deposit to a purchaser or assignee, Lessee shall look only to such purchaser or assignee for the return of the security deposit, and Lessor shall thereupon be released from all liability to Lessee for the return of the security deposit.

#### Article VI USE OF PREMISES

Lessee may use and occupy the Premises solely for retail sales and administrative purposes, and for any other legally permissible purpose which is suitable for commercial buildings in Clifton, Virginia within the zoning category applicable to the Premises (the "Permitted Use"), and shall not use or occupy the Premises for any other use or purpose without the prior written consent of Lessor, which consent shall not be unreasonably withheld; and further provided that Lessee must obtain approval for any use from the zoning authority for the Town of Clifton in a valid Use Permit

#### Article VII ASSIGNMENT AND SUBLETTING

Lessee shall not have the right to assign, transfer, mortgage sublease, or otherwise encumber this Lease or its interest herein without first obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed by Lessor; provided, however, that Lessor may withhold its consent to any proposed assignment, transfer, mortgage or other encumbrance of this Lease, among other reasons, if (i) an uncured Event of Default exists, (ii) Lessor determines, in its reasonable discretion, that the character of the proposed assignee or the nature of the activities to be conducted by such proposed assignee is of a type or nature that raises a safety or security concern (whether due to the potential picketing, terrorist or other security threats or otherwise), or would, due to the political, ideological or controversial nature of the proposed assignee or the nature of activities conducted (or to be conducted) by the proposed assignee, impair the marketability of the Building as a quality office/retail building, or (iii) Lessor determines, in its reasonable discretion, that the financial history or credit rating of the proposed assignee is unacceptable to Lessor; or (iv) the holder of any mortgage against the Building does not consent to such assignment, transfer, mortgage or other encumbrance (to the extent such holder's consent is required pursuant to the terms of the applicable loan documents) applying the same standard for approval as the Lessor is required to apply pursuant to this Lease. No assignment or transfer of this Lease or the right of occupancy hereunder may be effectuated by operation of law or otherwise without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed by Lessor. If Lessee is a corporation or a limited liability company, any dissolution, merger, consolidation or other reorganization of Lessee, or the sale or transfer of a controlling interest of the capital stock or membership interests of Lessee, shall be deemed a voluntary assignment of this Lease and subject to the foregoing provisions.

Any attempted involuntary assignment or transfer by Lessee of this Lease or its interest herein without Lessor's consent shall be null and void (and, at Lessor's request, Lessee, shall exercise all commercially reasonable efforts to remove the unauthorized occupant from the Premises and Lessee's failure to remove such occupant within sixty (60) days shall constitute an Event of Default). In the event of any such assignment pursuant to this Article of the lease, Lessee shall remain fully liable as a primary obligor and principal for Lessee's obligations and responsibilities under this Lease, including without limitation, the payment of all rent and other charges required hereunder and the performance of all conditions and obligations to be performed under this Lease.

#### VIII ALTERATIONS

Lessee agrees not to make any alterations, improvements or additions to the Premises during the term of this lease without first obtaining the Lessor's written consent. Alterations shall include, but are not limited to, paint, wallpaper, floor covering, built-in shelving, etc. Any improvements or additions made by the Lessee, which cannot be removed without damage to the premises, shall remain upon the premises at the expiration of this Lease term and become the property of the Lessor, except that if the Lessor shall notify the Lessee in writing to remove any such alterations, improvements or additions and to restore the premises to the order and condition as of the commencement of this lease, normal wear and tear excepted, and if the Lessee refuses or fails to do so, the Lessor may do so at the Lessor's option and collect from the Lessee as additional rent the cost and expense thereof.

#### IX LESSEE'S AFFIRMATIVE COVENANTS

The Lessee agrees to comply with all requirements of public authorities, local ordinances, state and federal laws as may be applicable to the premises and to save the Lessor harmless from any penalties, fines, costs, expenses, or damages resulting from failure to do so and to give the Lessor prompt written notice of accident, fire or damage occurring on or about the premises and to keep all refuse in proper containers; to keep the premises clean, orderly, sanitary and free from rubbish and of obstructions and the Lessee will not do any act or thing which may cause the hazard insurance coverage to be increased upon the premises or to cause such insurance to become void or suspended and further, the Lessee agrees to pay the Lessor, as additional rent, any additional premium for insurance on the premises caused by reason of the Lessee's failure to comply with any part of this lease.

#### X [Reserved]

#### XI SIGNAGE

Lessee shall not inscribe, paint, affix or otherwise advertise or place signage upon the inside or outside of the premises without first obtaining the Lessor's consent, and upon the Lessor's consent, Lessee further agrees to maintain such approved sign in good condition and repair at all times. Lessee must obtain approval for such advertising or signage visible from the exterior of the

Building from the Architectural Review Board of the Town of Clifton and any other applicable zoning requirements of the Town of Clifton.

XII  
LESSOR'S RIGHTS

The Lessor, or a duly authorized agent, reserves the right with respect to the premises, upon reasonable notice, except in cases of emergency when such notice is waived, to go upon and inspect the premises and every part thereof and to make necessary repairs, alterations, or additions, at its option, to the premises and further, to display a "For Rent" or similar sign at any time after notice from either party to terminate this lease. Lessor reserves the right to expand the Building to add additional space and rentable area (an "Addition"); provided that Lessor will consult with Lessee prior to beginning construction on any Addition and shall use good faith efforts and accommodations to minimize disruption to Lessee. For avoidance of doubt, this Lease provides Lessee with use of the existing Front Building and not the space or rentable area of any Addition made after the Effective Date.

XIII  
DAMAGE TO THE PREMISES

If the Premises shall be damaged by the elements, fire, or any other casualties not due to the Lessee's negligence, but are not thereby rendered untenable either in whole or in part, the Lessor shall promptly, at its own expense, cause such damage to be repaired. If by reason or such occurrence, the premises, shall be rendered untenable only in part, the Lessor shall promptly, at its own expense, cause the same to be repaired and the rent meanwhile shall be abated proportionately as to the portion of the premises rendered untenable. If the premises shall be rendered wholly untenable by reason of such occurrence, the Lessor shall promptly, at its own expense, cause such damage to be repaired and the rent meanwhile shall be abated in whole, provided however, that if the premises are rendered wholly untenable, then either the Lessor or the Lessee shall have the right (to be exercised by written notice to the other party within sixty (60) days of such casualty) to terminate this lease, and in such event, this lease and the tenancy hereby created shall cease as of the date of said election. Except as herein provided, there shall be no obligation to repair or rebuild in case of fire or other casualty.

XIV  
INDEMNIFICATION

The Lessee shall indemnify the Lessor and save it harmless from and against any loss or consequence of the death or personal injury of any person, or any damage to property which occurs or is sustained as a result of any act, negligence or default of the Lessee, its patrons, agents, employees, or invitees, in or in connection with the use of the Premises or which may be attributable thereto or to the presence of any property of the Lessee located upon the premises.

XV  
SURRENDER AND HOLDING OVER



The Lessee, upon expiration or termination of this lease, agrees to peaceably surrender the premises in broom-clean condition. Under no circumstance will the Lessee occupy his space beyond the expiration of this contract without the express written consent of the Lessor. Within thirty days of the termination of this lease, providing that the Lessee shall have vacated the property on time and that the property has been returned to its' original condition, the Lessor shall return the Lessee's security deposit. The Lessor shall itemize any deductions, if necessary, from the deposit. If Lessee remains in possession of the Premises after the expiration of the Term, Lessee shall be a Lessee from month to month, upon all the terms hereof which are not inconsistent with such tenancy; provided, however, that Lessee covenants to pay to Lessor as Minimum Rent during such tenancy twice the Minimum Rent in effect immediately before expiration of the Term, in addition to all other rent and other charges due hereunder. If such tenancy is permitted by Lessor, such tenancy may be terminated by Lessor or Lessee upon thirty (30) days' notice. If Lessee remains on the Premises without the written permission of Lessor, Lessee must vacate the premises immediately upon notice by Lessor.

#### XVI

#### LESSOR'S REMEDIES UPON LESSEE'S DEFAULT

If the Lessee fails or omits to pay rent or any charges as and when the same may be due and payable, or if the Lessee fails in the performance or observation of any covenant, condition or agreement of this lease, the Lessor shall give written notice of such default to the Lessee. If the Lessee fails to cure such default, within ten days of receipt of notice, then the Lessor at its option, without having deemed to waive any rights or elections in any circumstance, may terminate this lease, in which case the Lessee shall immediately quit and surrender to the Lessor the premises. The Lessor may declare the lease null and void and enter into, and repossess the premises in accordance with the laws of the Commonwealth of Virginia, and in either event, with or without judicial approval, may lease the premises to another Lessee. It is further agreed that in the event of a breach or default by the Lessee, the Lessor shall have the right of injunction to restrain the same and right to invoke any remedy allowed by law or equity whether or not any other remedies, indemnity or reimbursements are provided hereby. The right, remedies, powers, options, and elections of the Lessor either reserved, expressed or contained in this lease are distinct, separate and cumulative, and no one of them shall be deemed to be exclusive of *any* other right, remedy, power, or option which may now or hereafter be conferred upon the Lessor by statute. No termination of this lease, nor taking, nor recovering possession of the premises shall deprive the Lessor of any remedies or action against the Lessee for rent or damage due by reason of the breach or default or the bringing of an action for rent or breach of any part of this lease, or resorting to any other lawful remedy herein or otherwise provided or shall be construed as a waiver of the right to insist upon the forfeiture and to obtain possession in the manner herein provided. The parties further agree that no payment by the Lessee nor receipt by the Lessor of an amount less than the stipulated monthly rental shall be deemed to be other than on account, nor shall any endorsement or statement on any check or letter accompanying payment as rent be deemed an accord and satisfaction and the Lessor may accept such check or payment without prejudice to the Lessor's right to recover the balance of such rent or to pursue any other remedy. The Lessee agrees to pay all expenses incurred in the event of a breach or default by the Lessee, in collecting rental as herein specified and in recovering possession of the premises by the Lessor, including reasonable attorney's fees and

interest on any amount due of 1.5% per month. It is agreed that if any provision of this lease shall be determined to be void by any Court, then such determination shall not affect any other provision of this lease, all of which other provisions shall remain in full force and effect.

XVII  
LIMITATION ON LESSOR'S LIABILITY

Notwithstanding anything to the contrary in this Lease, (i) Lessor shall not be liable to Lessee for any loss or damage to property which is either covered by insurance or which Lessee is required to insure under this Lease, (ii) Lessor shall not be liable to Lessee for any of Lessee's possession, (iii) Lessor shall not be liable to Lessee for loss of business in the event that the Building is unusable for any reason, and (iv) any liability of Lessor to Lessee under this Lease shall be limited to direct damages and shall not include indirect, consequential, incidental, or punitive damages, including any liability to Lessee for lost profits or interruption of business. Lessee shall look to its property damage or business interruption insurance policies, and not to Lessor, its agents or employees for any loss incurred as a result of damage to its property or interruption of its business. In addition, Lessor shall not be liable for any damage to personal property, to Premises or to Lessee or other persons, arising from the building or any part or appurtenance thereof arising out of repair or resulting from accident, fire, windstorm, theft, explosion, freezing, leaking or backing up or overflowing or water, gas, sewer, storm pipes or any plumbing connected therewith, or from any damage caused by defective electric wiring, or from any acts or neglect of caretaker or co-tenants or other occupants of the building; nor shall the Lessor be responsible for the loss of personal property from the above costs. Accordingly, the Lessee is required to obtain a "renters insurance policy" that is satisfactory to the Lessor while occupying such property. A copy of such policy must be provided to the Town Clerk. There shall be no personal liability on the part of Lessor, any representatives or agents of the Lessor, or any mortgagee in possession of the Building, with respect to any terms of this Lease.

XVIII  
SCOPE AND INTERPRETATION

This lease shall be considered to contain the entire agreement between the parties hereto pertaining to Premises. The laws of the Commonwealth of Virginia shall govern the validity, interpretation, performance and enforcement of this Lease.

XIX  
HOURS OF OPERATION

The hours of operation for the Building shall be limited to those hours set forth in a valid and approved Use Permit obtained by the Lessee from the zoning authority for the Town of Clifton. Notwithstanding the foregoing, the Lessor reserves the right to close the building at any time that the Lessor shall feel it is necessary to do so for the purpose of making repairs, or for such other reasons as the Lessor deems necessary to insure the safety and welfare of the building and further the Lessor agrees that, upon such an occasion, the Lessor will post notices of the closing at the entrances to the building.

XX  
PARKING

Lessee parking is limited to five (5) parking spaces in the parking lot adjacent to the Building. Lessee accepts said parking area in its "as is" condition as of the date hereof or as it may be improved by Lessor from time to time. Lessee shall not expand or improve the parking area without the express written consent of the Lessor.

XXI  
PROHIBITED ACTIVITIES

No lottery tickets, gambling or gambling devises, illegal substances, sexually oriented reading material, sexually oriented films, sexually oriented video tapes, sexually oriented pictures, paintings or photographs or sexually oriented objects of any kind shall be engaged in or brought onto or sold on the premises. No sound will be permitted from the operation of radios, television or other sources at a volume that can be heard outside of the Premises. At no time shall the Lessee alter, rearrange or damage in anyway any of the walls, hallways, staircases, or other structural parts of the Building. Smoking is not permitted at anytime, anywhere within the building.

XXII  
BROKERS

Lessor and Lessee each represents and warrants to the other that neither of them has employed or dealt with any broker, agent or finder in carrying on the negotiations relating to this Lease. Each party shall indemnify and hold the other harmless from and against any claim or claims for brokerage or other commissions asserted by any broker, agent or finder engaged by the indemnifying party or with whom the indemnifying party has dealt in connection with this Lease.

XXIII  
CONDITION OF PREMISES

Lessee is in possession of the Premises and accepts the same in "as-is" condition without any agreements, representations, understandings or obligations on the part of Lessor to perform any alterations, repairs or improvements.

XXIV  
REPRESENTATIONS AND CONDITIONS

By the execution of said Lease, each of the persons who signs as Lessee represents and warrants that he or she is of the full age of eighteen years, and signs the Lease fully and freely with knowledge of the contents thereof, and that he or she has full capacity to sign the said Lease on behalf of Lessee and is under no undue influence, coercion or duress as to the execution thereof.



All policies and procedures in accordance with the current Town of Clifton, Virginia Code must be followed by the Lessee at all times with respect to the Lease and use of the Premises.

The word "Lessee," wherever in this Lease mentioned shall be construed to mean either singular or plural, masculine or feminine, and the work "Lessor" shall be construed to mean the Lessor and its duly authorized agents, and this Lease shall be binding jointly and severally upon the parties hereto, and their respective heirs, executors, administrators, successors, legal representatives and assigns.


XXV  
INSURANCE

Lessee shall obtain and maintain through the lease term, at its expense, general liability insurance protecting both Lessor and Lessee, as named insureds, with limits of at least \$1,000,000.00 for personal injuries, and at least \$500,000.00 for property damage, and to furnish Lessor with satisfactory evidence thereof, upon Lessor's request. All rights of subrogation against the Lessor shall be waived in such policy.

XXVI  
NOTICES

All notices given hereunder by either party shall be in writing and given by personal delivery to the Lessor or the Lessee, or shall be sent by the United States Post Office, addressed to the party intended to be notified, at the post office or street address or such party last known to the party giving notice, and notice given as aforesaid shall be a sufficient service thereof, and shall be deemed given as of the date when deposited in any Post Office Box regularly maintained by the Federal Government, with full address properly placed thereon, and with full postage prepaid.


IN WITNESS WHEREOF, Lessor and Lessee have executed this Deed of Lease under seal on or as of the day and year first above written.

  
WITNESS

  
WITNESS

LESSEE  
DocuSigned by:  
  
GEORGE BARKER

DATE: 12/13/2019

DocuSigned by:  
  
HELMER FOR VIRGINIA LLC

DATE: 12/24/2019

**LESSOR**

*James Durand*  
WITNESS



WILLIAM R. HOLLAWAY, MAYOR  
TOWN OF CLIFTON, VIRGINIA

DATE: 1/29/2020



**GUARANTY OF LEASE**

As a material inducement to Lessor executing the foregoing Lease (the "Lease") for a term beginning January 1, 2020 between The Town of Clifton, Virginia ("Lessor") and George Barker and Helmer for Virginia LLC ("Lessee"), for premises in a commercial building known as the Pink House, having an address of 7137-B Main Street, Clifton, Virginia 20124, the undersigned (the "Guarantor") hereby unconditionally and absolutely guarantees unto Lessor, its successors and assigns, the full, prompt and complete payment by Lessee of all monthly base rent, additional rent and any other sums provided for in the Lease, and the prompt, faithful and complete performance and observance by Lessee of all of the terms, covenants and conditions of the Lease to be performed or observed by Lessee.

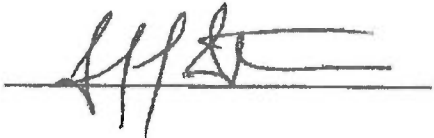
Guarantor hereby waives (i) notice of any and all defaults by Lessee, (ii) acceptance and notice of acceptance of this Guaranty, (iii) all demands for payment and/or performance, and (iv) all rights of indemnification, recourse or reimbursement for any liability under this Guaranty. Guarantor agrees that no (i) delay by Lessor in enforcing any of its rights or remedies, (ii) extension of time given Lessee by Lessor, or (iii) amendments to the Lease, including, without limitation, any amendments enlarging the Premises, increasing the rent, or extending the Term, shall limit, affect or impair the liability of Guarantor, and Guarantor expressly consents to any such delays, extensions, and amendments with the same force and effect as though its written consent had been given to each of them. The assignment of the Lease or subletting of all or any portion of the Premises shall not affect the Guarantor's liability hereunder.

This Guaranty is independent of and in addition to any security or other remedies which Lessor may have for the performance of any of the Lessee's obligations under the Lease. Lessor shall not be required to resort to any other security or other remedies before proceeding upon this Guaranty. Lessor may proceed against Guarantor at any time it sees fit, independently of or concurrently with any other remedies.

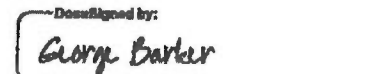
This Guaranty shall be binding upon the undersigned, its successors and assigns, and shall inure to the benefit of Lessor, its successors and assigns. This Guaranty will end upon the death of the undersigned guarantor. Capitalized terms in this Guaranty shall have the same meaning as in the Lease unless expressly provided otherwise.

IN WITNESS WHEREOF, the undersigned have duly executed this Guaranty under seal this 13<sup>TH</sup> day of December, 2019

**WITNESS:**



**GUARANTOR:**

Designated by:  
  
George Barker  
SSN (last four digits): \_\_\_\_\_

**GUARANTY OF LEASE**

As a material inducement to Lessor executing the foregoing Lease (the "Lease") for a term beginning January 1, 2020 between The Town of Clifton, Virginia ("Lessor") and George Barker and Helmer for Virginia LLC ("Lessee"), for premises in a commercial building known as the Pink House, having an address of 7137-B Main Street, Clifton, Virginia 20124, the undersigned (the "Guarantor") hereby unconditionally and absolutely guarantees unto Lessor, its successors and assigns, the full, prompt and complete payment by Lessee of all monthly base rent, additional rent and any other sums provided for in the Lease, and the prompt, faithful and complete performance and observance by Lessee of all of the terms, covenants and conditions of the Lease to be performed or observed by Lessee.


Guarantor hereby waives (i) notice of any and all defaults by Lessee, (ii) acceptance and notice of acceptance of this Guaranty, (iii) all demands for payment and/or performance, and (iv) all rights of indemnification, recourse or reimbursement for any liability under this Guaranty. Guarantor agrees that no (i) delay by Lessor in enforcing any of its rights or remedies, (ii) extension of time given Lessee by Lessor, or (iii) amendments to the Lease, including, without limitation, any amendments enlarging the Premises, increasing the rent, or extending the Term, shall limit, affect or impair the liability of Guarantor, and Guarantor expressly consents to any such delays, extensions, and amendments with the same force and effect as though its written consent had been given to each of them. The assignment of the Lease or subletting of all or any portion of the Premises shall not affect the Guarantor's liability hereunder.

This Guaranty is independent of and in addition to any security or other remedies which Lessor may have for the performance of any of the Lessee's obligations under the Lease. Lessor shall not be required to resort to any other security or other remedies before proceeding upon this Guaranty. Lessor may proceed against Guarantor at any time it sees fit, independently of or concurrently with any other remedies.

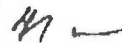
This Guaranty shall be binding upon the undersigned, its successors and assigns, and shall inure to the benefit of Lessor, its successors and assigns. This Guaranty will end upon the death of the undersigned guarantor. Capitalized terms in this Guaranty shall have the same meaning as in the Lease unless expressly provided otherwise.

IN WITNESS WHEREOF, the undersigned have duly executed this Guaranty under seal this 27<sup>th</sup> day of December, 2019

**WITNESS:**



**GUARANTOR:**

DocuSigned by:  
  
Dan Helmer  
SSN (last four digits): \_\_\_\_\_

---

**Council Read Ahead - VA DEQ Competitive Grant**

1 message

**Ed Ehlers** <admin@recoveringresources.com>

Wed, Feb 1, 2023 at 6:30 AM

To: "rmcdonald@cliftonva.gov" <rmcdonald@cliftonva.gov>, "clerk@cliftonva.gov" <clerk@cliftonva.gov>, "lscreen@cliftonva.gov" <lscreen@cliftonva.gov>, "dpoe@cliftonva.gov" <dpoe@cliftonva.gov>, "ppline@cliftonva.gov" <ppline@cliftonva.gov>, "seffros@cliftonva.gov" <seffros@cliftonva.gov>, "whollaway@cliftonva.gov" <whollaway@cliftonva.gov>

Cc: Stephen Bittner <stephen.n.bittner@gmail.com>, John Baker <jwb2nd@aol.com>

Clifton Town Council Members:

The following is provided in advance of the February meeting at which this will be discussed.

We are requesting that this council sponsors and supports a VA DEQ Competitive Grant for Grant Year 2023 in coordination with the Resource Recovery Project. The RRP currently operates in the greater Clifton area providing true, single-stream, residential, curbside resource recovery to 40 households. Resource recovery is recycling plus so much more. All resources are hand sorted for highest & best use and then placed into 29 recovery streams. Traditional curbside recycling only collects 7 different materials. Below is a chart of resources recovered to date.

Attached is the Resource Recovery Project Flyer and a completed sample grant application. You can also find more information at [recoveringresources.com](http://recoveringresources.com)

We look forward to answering any questions you may have at the 7 Feb Council Meeting.

Warm regards,

Ed

Ed Ehlers  
[ed@recoveringresources.com](mailto:ed@recoveringresources.com)  
703.623.1036  
[Resource Recovery Project](#)



#wastenot #cleananddry #resourcerecovery

Recovery Stream	Grand Total
Battery	484.3
Biodegradable	305.7
Donation	1022.7
Electronics	870.6
Food Storage	331.8
Glass - Brown	1392.7
Glass - Clear	3812.5
Glass - Green/Blue	5388.8
Glass - Mixed Cullet	347
Household Hazardous Waste	128.1
Ink & Toner	37
Metal - Aluminum	262.3
Metal - Beverage cans	565.5
Metal - Ferrous	1474.2
Metal - Mixed Material	334.4
Metal - non-ferrous	14.5
Paper - Cardboard	4634.64
Paper - Carton	140.6
Paper - Mixed	5494.6
Plastic - #1	1116
Plastic - #2 Color	276.3
Plastic - #2 Natural	219
Plastic - #4 Film	941.1
Plastic - #5	419.54
Plastic - #6	195.5
Plastic - #6 Solo Cup	24.6
Plastic - Other	607.4
Textiles	494.3
Other	82.9
Variant	353.6
<b>Grand Total</b>	<b>31,772.2</b>
Net Recoverable	31,418.6
Percent Recoverable	98.89%
<b>Net Recovered</b>	<b>30,615.7</b>
<b>Percent Recovered</b>	<b>96.36%</b>

## 2 attachments



Flyer.jpg  
919K

 DEQ Competitive Grants GY2023 RRP.pdf  
414K



GY 2023 APPLICATION FOR THE VIRGINIA LITTER PREVENTION AND RECYCLING COMPETITIVE GRANT

Grant Period: July 1, 2022 through June 30, 2023

Deadline for application: July 15, 2022

Single Locality or Co-Op  Single  Co-Op

Primary Agency: Town of Clifton, VA

Localities Represented: Town of Clifton, VA

1. Project Description:

Residential Resource Recovery - expanded curbside recycling program to include all resources except liquids, food & organics, and used medical supplies

2. Describe the purpose and need for the project:

- 1.) Reduce the amount of resources going to the landfill or WTE
- 2.) Return resources to the supply chain
- 3.) Change people's perception to trash, waste, and garbage into valuable resources

3. Describe the goals and objectives of the project:

- 1.) 25% household participation
- 2.) 96% recovery rate
- 3.) Showcase resource recovery at major town events

4. Describe who will implement the project (weightage will be given to localities who partner with other localities or regions):

Town of Clifton, VA in coordination with the Resource Recovery Project

**5. Describe who will be the beneficiaries of the project and how they will be educated.**

- 1.) Participating Households receive education via website, emails, social media, and videos.
- 2.) Public-at-large receives education via websites and social media.
- 3.) Northern Virginia Participants and Attendees of Town Events receive education during event planning and via in person collection activity at event booth.

**6. Describe how this project will improve litter prevention and recycling efforts. Also, explain how other localities can implement this as part of their litter prevention and recycling programs:**

The Resource Recovery Project focuses on developing a relationship with its customers combined with a simple process of resource collection, e.g. all resources are put in a single green bag. Through social media and the Resource Recovery web-site, recovery statistics are posted each week allowing its customers to participate in the success of the program. Since April 2021, the program has recovered over 30,000 lbs of resources which were hand sorted into 29 recovery streams. These resources were triaged for highest & best use and did not go to the landfill or waste-to-energy programs.

Other localities may contact Resource Recovery Project to be coached on establishing a project of their own.

**7. Describe the time frame of the project:**

The project is on-going but the grant funded portion of the project will commence as soon as the grant is awarded.

**8. Additional information (to clarify anything not included above):**

The Resource Recovery Project has provided services since April 2021. Currently, 40 households in the greater Clifton area participate. The grant will help defray the costs of the collection and sorting process enabling the Resource Recovery Project to target a larger geographic area.

**9. Please provide a short summary of the overall project:**

The Resource Recovery Project is a project that aims to provide a single-stream resource recovery service with a 96% recovery rate. This level of recovery transforms the positive environmental impact of recycling. Through education and continuous feedback, customers can see the impact of their efforts and are more attached to its outcomes. This emotional investment drives a higher level of recovery within each household and ultimately reduces customer churn.

The Resource Recovery Team feels this is a program that can be replicated in other jurisdictions and are excited about creating a template to do so.

Estimated Cost of Project: \$ 15,600

Amount of Grant Requested from DEQ: \$ 10,296

**CERTIFICATION:**

*The Authorized Official certifies that the information provided in this application is correct and agrees to the terms and conditions contained herein and in the DEQ Guidelines for this competitive grant program.*

**Name of Organization:** \_\_\_\_\_

**Authorized Official:**

**Name of Authorized Official:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Primary Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Finance:**

**FIPS:** \_\_\_\_\_

**FIN:** \_\_\_\_\_

**Name of Organization:** \_\_\_\_\_

**Remit To Address:** \_\_\_\_\_

---

**DEPARTMENT OF ENVIRONMENTAL QUALITY USE ONLY**

**Signature of DEQ Official:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DEQ  
USE  
ONLY**

AGENCY NUMBER	FUND NUMBER	PROGRAM NUMBER	COST CODE	PROJECT CODE	GRANT YEAR	GRANT AMOUNT
44000	0925	515009	502	900250000	2023	
<b>INVOICE NUMBER</b>				<b>DESCRIPTION</b>		
GRANTS				LITTER PREVENTION AND RECYCLING		

**Note:** All remaining unspent funds will be deducted from future non-competitive grants.



Current recycling programs are inefficient, ineffective, and don't deliver what they promise.



**stop recycling!**

**start recovering!**

According to The Recycling Partnership, "Curbside recycling in the U.S. currently recovers only 32% of available recyclables. "Of that abysmal number, nearly 40% still ends up in the landfill. What does this mean? If there are ten recoverable resources, only three make it to a recycling facility. Once at the facility, only 1 may actually be recycled.

The Resource Recovery Project (RRP) was created to reuse, repurpose, rehome, and recycle as much material as possible. We have collected over 15 tons of resources, 96% of which was recoverable.

As a "true, single-stream, curbside program", we collect almost all resources (except liquids, organics & food, and medical waste) as long as they are clean & dry and fit in the provided durable bag.

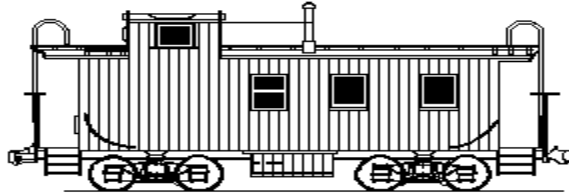
If you are in the greater Clifton, VA area, we invite you to join The Resource Recovery Project at [recoveringresources.com](http://recoveringresources.com) You can also find us on Facebook at [facebook.com/resourcecoveryproject](https://facebook.com/resourcecoveryproject)

If you have any questions, please contact Ed at [ed@recoveringresources.com](mailto:ed@recoveringresources.com)



**resource recovery project**





**CLIFTON TOWN COUNCIL MEETING  
TUESDAY, FEBRUARY 7, 2023, 7:30 PM  
ELECTRONIC MEETING VIA ZOOM  
12641 CHAPEL ROAD  
CLIFTON, VA 20124**

In accordance with the Town of Clifton’s Declaration of a Local Emergency due to the COVID-19 pandemic under Virginia Code § 44-146.21 which enables the Town of Clifton Government bodies to conduct Town business through electronic public meetings under Virginia Code § 2.2-3708.2, the Town of Clifton Town Council is holding the Meeting noticed herein electronically for the purpose of continuity of government of the Town of Clifton.

The meeting will be conducted using Zoom teleconferencing audio and video service, and connection information will be provided to members of the public to afford the opportunity to citizens to witness the operation of the Town of Clifton government. Connection information is available from, and will be provided by, the Town Clerk.

Order of Business

1. Report of the Town Clerk:
  - a. Approval of the Minutes (previous meetings, special meetings, and work sessions).
  - b. 2023 Golf Cart Registration - Update.
2. Report of the Treasurer.
  - a. Approval of Treasurer’s Report – Approve January Report.
  - b. United Bank Proposal for Investment of Town Funds.
  - c. Request to Post Updated 2023 BPOL Form on Town Website.
  - d. 2023 BPOL Update – Send 2023 BPOL Notices.
  - e. Town Audit Update – Status.
3. Citizen’s Remarks - Suggestions or complaints of citizens and taxpayers, and other persons authorized by the Mayor to address the Council.

Each person wishing to address the Council shall, when recognized by the Mayor:

  - (i) Give their name and address;
  - (ii) Direct their remarks to the Council and not to other citizens present;
  - (iii) Be limited to one period of not over three (3) minutes, unless granted additional time by unanimous consent of the Council.

Persons requesting to speak must have registered with the Town Clerk by no later than Noon of the day of the meeting. Priority to speak shall be given to persons in order registered with the Town Clerk.
4. Reports of Committees:
  - a. Planning Commission.
  - b. Report of the Zoning Administrator:
    - i. Use of Town Hall for Large Scale Commercial Meetings and Parking Issues.
  - c. Architectural Review Board.
  - d. Streetscape Committee.
5. Unfinished Business:

- a. Replacement of Tree in Ayre Square – Update.
- b. Holiday Homes Tour – Committee Input on Selection of Charities.
- 6. New Business:
  - a. Senator Barker/Delegate Helmer Request to Extend Lease of Pink House Rear Building.
  - b. Clifton Scout Troop 1104 – Request for Annual Lock-In Event March 25-26 at Town Hall.
  - c. Clifton Lions Club/DEA Drug Take-Back Event – April 22, 2023 at Clifton Presbyterian Church:
    - i. Request for Approval of Event;
    - ii. Request for Banner Starting ~April 7.
  - d. Request for Town to Sponsor and Request Virginia DEQ Grant for Resource Recovery Project in Clifton to Provide Recycling Service for Residents.
  - e. VDOT 2022 Title VI Review of Town of Clifton – Plan to Resolve Findings.
- 7. Adjournment.