

July 14, 2009

At the regular meeting of the Board of Supervisors of Prince Edward County, held at the Court House, thereof, on Tuesday the 14th day of July, 2009; at 7:00 p.m., there were present:

William G. Fore, Jr.

Sally W. Gilfillan

Robert M. Jones

Charles W. McKay

James C. Moore

Howard F. Simpson

Lacy B. Ward

Mattie P. Wiley

Also present: Wade Bartlett, County Administrator; Sarah Puckett, Assistant County Administrator; Jonathan L. Pickett, Director of Planning and Community Development; James Ennis, County Attorney; Sharon Lee Carney, Director of Economic Development & Tourism; and Alan Leatherwood, Resident Highway Engineer.

Chairman Fore called the meeting to order. Supervisor Moore offered the invocation.

In Re: Public Participation

Sharon Dotson, Leigh District, expressed her concern regarding misinformation about the Sandy River Reservoir, the Overlay District, and asked for more information about customers for the County's water system. She said the landowners do not want mandatory restrictions imposed by the Overlay District.

Kenneth Jackson, Leigh District, said citizens were said to have been closed out or dismissed from the meeting held April 22, 2009, after having received a FOIA notice of the meeting. He stated that the FOIA document did not include that it was "by invitation only." Mr. Jackson then said the motel project is moving in the right direction but certain issues need to be addressed, such as the proposed road

and the timber on the property. He said a concern is who will profit from the timber, as technically, it is taxpayers' timber.

Cornell Walker, Prospect District, said he felt the public had the right to express its opinion regarding the Luck Stone Quarry, but was made to feel as though neither the Board of Supervisors nor the Planning Commission wished to hear the opinions of the citizens. He said two days prior to the public hearing in Prince Edward County, a mine in Charlottesville was shut down for fly-rock, and the Department of Mines, Minerals and Energy can assess a \$70,000 penalty for each occurrence of fly-rock. A few days after that incident, the Department came out with a newsletter asking operators to "tighten up" how they blast. Mr. Walker said the zoning of the area is agricultural/conservation which was supposed to preserve the trees, land and open spaces, but heavy industry is going in. He said the Board often talks about the quality of life in Prince Edward County, but the quarry will deteriorate the area. He asked the Board to review the conditions and add further restrictions to provide additional safety for the residents.

Donna Pride, Virso, advised the Board of the Virso Recreation Center, located in Meherrin, is now an incorporated, non-profit organization. She said the goal of the Board of Directors is to rebuild the center.

In Re: Board of Supervisors Comments

Supervisor Jones said Governor Tim Kaine announced that one of his main initiatives is to make the Chesapeake Bay a National Treasure. He said President Obama has similar plans, and due to this, it is likely that any tributary leading to the Chesapeake Bay will have restrictions, rules and regulations imposed by the State or Federal levels that will pre-empt any the County may impose.

Supervisor Gilfillan expressed her concern on the leave policy for the Prince Edward County schools. She said she was astonished and disappointed the School Board has the policy, and reminded the Board of Supervisors that they had a discussion with the School Board regarding the leave policy as it referred to the superintendent's position, and was not made aware that the leave policy was in effect for all teachers and administrators as well. She said leave is generally capped, and while teachers and administrators should be paid well, the current School Board leave policy is unfair to Prince Edward County taxpayers. She asked that the School Board look at the policy and rescind it, and limit the teachers

payment to leave that they earned in Prince Edward County and that they've not used, and asked that the leave be capped.

Supervisor Moore asked that the Board of Supervisors and the School Board hold a meeting to come to a solution on the leave policy. He said the information presented by Mrs. Dotson regarding the Sandy River Reservoir is good and as a landowner, feels the restrictions should be minimized. He also said the center in Virso is important to the youth and the elderly in the community and asked for support from the Board and the citizens.

In Re: Highway Matters

Mr. Alan Leatherwood, Resident Highway Engineer, said no requests for a public hearing were received regarding Hidden Lake Road. He said the job is scheduled to be advertised in December 2009 or January 2010. Mr. Leatherwood said the Revenue Sharing Program applications are due electronically on August 14, 2009, and the resolution will be due September 30, 2009. He said VDOT will assist the County with preparing the documents.

Supervisor Moore complimented VDOT on their work on the bushes on Route 360 between Meherrin and Green Bay. He reported there is a large hole in the road at the intersection of Route 634 and Route 15, and that rock and asphalt is needed.

Supervisor McKay said shrubs and bushes are obstructing the view on Route 686, Allen Farm Road.

In Re: Consent Agenda

On motion of Supervisor Jones and carried:

Aye:	William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Lacy B. Ward Mattie P. Wiley	Nay: None
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the Board accepted the Treasurer's report for May 2009; the minutes of the meetings held June 9, 2009 at 7:00 p.m., June 10, 2009 at 7:30 p.m., and June 16, 2009; Accounts and Claims; Salaries; an Erroneous Assessment for Nathaniel Eanes in the amount of \$667.68; an Erroneous Assessment for Pennie Jones in the amount of \$264.00; and appropriations as follows:

		<u>Debit</u>	<u>Credit</u>
3-125-18999-0001	Revenue - DARE Donations		\$100
4-125-31299-0001	Expenditures - DARE Donations	\$100	
3-301-41050-0301	From School Construction Fund Balance		\$416
4-301-94000-0052	QZAB Bond Series 2005	\$416	
3-301-41050-0301	From School Construction Fund Balance		\$279,102
4-301-94000-0055	QZAB Bond Series 2006	\$279,102	
3-301-41050-0301	From School Construction Fund Balance		\$184
4-301-94000-0053	VPSA Bond Construction	\$184	

May 2009

Fund balances were as follows:

General Fund	154,362.96	
General Fund Reserved for Investment	9,272,151.46	9,426,514.42
PPEA Fund		23,491.00
Industrial Development Authority Fund		762,457.27
Recreation Fund Reserved for Investments		26,914.04
Forfeited Assets Fund Reserved for Investments		114,477.37
School Capital Projects Fund - VPSA		183.55
School Capital Projects Fund - QZAB01		415.14
Underground Storage Tank Fund		20,000.00
Economic Development Fund		542,926.98
Board of Public Welfare Special Account		3,482.57
Piedmont ASAP Fund		254,162.36
School Fund		0.01
Landfill Construction Fund		215,777.12
PCS Fund		312,239.28
Revenue Sharing Fund		66,964.86
Retirement Benefits Fund		13,917.00
School Capital Projects Fund - QZAB02		332,895.84

Dare Donations Fund	1,629.99
School Cafeteria Fund	225,293.32
Prince Edward Community Development Fund	(1,688.00)
Water Fund	10,766.67
Sewer Fund	5,562.22
	12,358,383.01

Cash accounts were as follows:

Cash in Office	1,000.00
Cash in Banks	1,612,110.42
Warrants Payable (School Fund)	0.00
General Fund Investments	9,272,151.46
VPSA Investments	183.55
QZAB01 Investments	415.14
Underground Storage Tank Fund	20,000.00
Recreation Fund Investments	26,914.84
QZAB02 Investments	332,895.84
Landfill Construction Fund for Investment	215,777.12
Forfeited Asset Fund for Investment	114,477.37
Industrial Development Authority for Investment	762,457.27
	12,358,383.01

*Of this \$9,426,154.42 in the General Fund, \$2,135,322.79 is encumbered for:

Transfers in:	
School Fund	1,742,012.28
VPA Fund	136,433.74
Debt Obligations	256,875.77
Total	2,135,322.79

This leaves an unencumbered balance of \$7,291,191.63 in the General Fund.

STATEMENT OF DEPOSITORY BALANCES

Balances as of April 2009:

Checking Accounts:

Benchmark Community Bank	98,409.69
Wachovia Bank	138,138.30
BB&T	3,941,636.73
Bank of America	316,943.30

4,495,128.02

Investment Accounts:

Benchmark Community Bank	949,315.66
Wachovia Bank	0.00
Citizens Bank & Trust Company	234,255.83
BB&T	3,323,962.40
Planters Bank & Trust	398,260.08
Mentor Investments	162,272.98
SNAP (State Non-Arbitrage Plan)	183.55
Bank of America	2,794,004.49

7,862,254.99

BOARD OF SUPERVISORS

Business Card	Plexiglass cover	630.72	
	Meals	131.00	761.72
Christopher's Art / Framing	Framing		461.74
Key Office Supply	Guest book	21.79	
	DVD disks	14.99	36.78
Pairet's, Inc.	Vinyl letters		10.00
Magi Van Eps	Picture frames		40.87
Chesterfield County	Training		2,107.20
Doyne-Burger-Davis Funeral Home	Cremation (2)		3,570.00
Virginia Association of Counties			
Self-Insurance Risk Pool	Public official liability		2,550.00

COUNTY ADMINISTRATOR

Davenport & Company, LLC	Financial review		10,164.50
Key Office Supply	Copier maintenance contract	686.00	
	Paper	208.95	
	Office supplies	34.87	
	Envelopes	25.18	
	Ink cartridges	18.99	287.99
Pitney Bowes Financial Services	Postage meter lease		87.00
U. S. Postal Service	Postage meter lease		50.00
AT&T	Phone		206.41
Embarq	Phone		466.75
US Cellular	Phone		46.40
Virginia Association of Counties			
Self-Insurance Risk Pool	Auto Insurance	1,092.46	
	Public official liability	427.00	1,519.46
Business Card	Meals	67.71	
	Lodging	-474.34	-406.63
Farmville Chamber of Commerce	Dues		215.00
Diamond Springs	Equipment rental and water		15.70

COMMISSIONER OF REVENUE

Treasurer of Virginia	Online service		125.38
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Ntelos	Internet	20.44
Embarq	Phone	202.15
Beverly M. Booth	Mileage	69.63
Key Office Supply	Binders	17.37

TREASURER

James W. Elliott, Attorney	Advertising	139.50
AT&T	Phone	112.34
Treasurer of Virginia	Online service	125.38
Embarq	Phone	223.64
Stephanie Bappert	Mileage	165.83
	Meal & lodging	333.13
	Supplemental bills	226.36
M & W Printers, inc.	Prepare personal property tax bills	5,995.00
		6,221.36

INFORMATION TECHNOLOGY

Business Data of Virginia, Inc.	Travel expenses	250.00
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ELECTORAL BOARD AND OFFICIALS

Samuel A. Martin, Jr.	Salary	584.68
Gordon V. Smith	Salary	584.68
William Eugene Watson	Salary	1,169.32
	Copies	10.00
	Postage	22.00
	Mileage	38.50
Barbara Atkins	Official Meeting	95.00
	Phone	25.00
	Ballots	10.00
	Mileage	20.00
Ruby Amos	Official Meeting	15.00
	Official Meeting	75.00
Barbara Barnes	Official Meeting	25.00
Robert L. Barnes	Official Meeting	75.00
Mary L. Baylis	Official Meeting	75.00
Carl Blessing	Official Meeting	75.00
Earlma R. Blessing	Official Meeting	75.00
	Meeting	25.00
Wendell Brown	Official Meeting	75.00
Pamela Clinton	Official Meeting	75.00
Peggy S. Cave	Official Meeting	75.00
	Meeting	25.00
Edwina Covington	Official Meeting	25.00
Sandra Covington	Official Meeting	95.00
	Meeting	25.00
	Phone	10.00
	Ballots	20.00
	Mileage	15.00
James H. Davis	Official Meeting	95.00
	Meeting	25.00

	Phone	10.00	
	Ballots	20.00	150.00
Rachael E. Dove	Official		75.00
Sheila Eames	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	150.00
Lynn H. East	Official	75.00	
	Meeting	25.00	100.00
Vincent Eanes	Official		75.00
Nancy D. Fawcett	Official		75.00
Emmett L. Ferguson	Official		75.00
Moses Ford	Official		75.00
Beth M. Fore	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	150.00
Betty A. Gibbs	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	
	Mileage	15.00	165.00
Yolanda Gibbs	Official	95.00	
	Meeting	25.00	120.00
Ernest Green	Official		60.00
Edward Lee Helton, Jr.	Official	75.00	
	Meeting	25.00	100.00
Esther W. Hollingsworth	Official		75.00
Carleene Sue Horne	Official		75.00
Frances D. Jasper	Official	75.00	
	Meeting	25.00	100.00
John Jennings	Official		75.00
Donald B. Kellum, Jr.	Official		75.00
James Lee, Jr.	Official		75.00
Jean W. Lee	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	
	Mileage	15.00	165.00
Patricia Montague	Official		60.00
Tola Morgan	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	
	Mileage	10.00	160.00
Grace E. Moton	Official		75.00
Nancy Phaup	Official		75.00
Rebecca L. Randolph	Official	75.00	
	Meeting	25.00	100.00
Mary G. Reed	Official		75.00

Rosalie B. Robertson	Official		75.00
Robert Saunders	Set up polls		75.00
Claudia Sommers	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	150.00
	Mileage	10.00	160.00
J. Scott Sims	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	150.00
	Mileage	15.00	165.00
Margaret Stockton	Official	75.00	
	Meeting	25.00	100.00
James B. Towler	Official		75.00
Lucie Zehner	Official	75.00	
	Meeting	25.00	100.00
Darlington Heights Fire Department	Rent		100.00
Elks Lodge #269	Rent		200.00
Farmville Volunteer Fire Department	Rent		100.00
Hampden-Sydney Fire Department	Rent		200.00
Mount Zion Second Baptist Church	Rent		200.00
Prospect Volunteer Fire Department	Rent		100.00
Rice Volunteer Fire Department	Rent		100.00
Mt. Pleasant Church	Rent		200.00

REGISTRAR

AT&T	Phone		47.79
Treasurer of Virginia	Online service		3.25
Embarq	Phone		145.28
Key Office Supply	Computer cable / paper	23.44	
	Calculator	21.99	45.43

CIRCUIT COURT

AT&T	Phone		62.78
Farmville Printing	Envelopes/letterhead		346.50
Key Office Supply	Copy paper	119.80	
	Office supplies	311.09	
	Ink cartridges/Norton	299.70	
	Laptop & scanner	1,074.00	1,804.59

GENERAL DISTRICT COURT

AT&T	Phone-Juv. Prob.	163.47	
	Phone-J&D	123.69	
	Phone-Gen. Dist. Court	138.43	425.59
Embarq	Phone-J&D	69.52	
	Phone-Juv. Prob.	102.49	
U S Cellular	Phone-Gen. Dist. Court	306.03	478.04
	Phone		23.19

SPECIAL MAGISTRATES

AT&T	Phone	232.30
Treasurer of Virginia	Pager rental	16.36
McMillian Pager Service	Pager rental	15.90
Embarq	Phone	85.36

CLERK OF THE CIRCUIT COURT

Embarq	Phone	271.54
Thomas B. Agee	Juror	30.00
Shelia Burnette	Juror	30.00
Lonnie Calhoun	Juror	30.00
James E. Clark	Juror	30.00
Susan Culley	Juror	30.00
Frederick J. Goubile	Juror	30.00
Wendy Gray	Juror	30.00
Mark H. Gubash	Juror	30.00
Ronald Hairston	Juror	30.00
Amanda F. Hatfield	Juror	60.00
Sherrell Hill	Juror	60.00
Elizabeth B. Hinde	Juror	60.00
Timothy R. Holbert	Juror	60.00
Jane S. Hudgins	Juror	30.00
Patricia R. Jones	Juror	60.00
Annie H. Kennon	Juror	60.00
Donna Lacks	Juror	60.00
Bruce Miley	Juror	60.00
Shirley W. Moore	Juror	60.00
Paulette K. Mullens	Juror	30.00
Lacy W. Mylum	Juror	30.00
Sterling Scott Norton	Juror	30.00
Patricia P. Piercy	Juror	30.00
John C. Prengaman	Juror	30.00
Rhonda Proffitt	Juror	30.00
Ann D. Redd	Juror	30.00
Frances G. Reid	Juror	30.00
Judith J. Sandy	Juror	30.00
Pamela L. Scott	Juror	60.00
Linda Seay	Juror	30.00
Teresa Shanaberger	Juror	30.00
Chiquita T. Stokes	Juror	30.00
Melanie Stoltzfus	Juror	30.00
William Earl Thompson	Juror	30.00
Sharron Thornton	Juror	60.00
Connie L. Tobias	Juror	30.00
Nancy S. Vanderveer	Juror	30.00
Gertrude V. Walker	Juror	30.00
Juanita J. Walker	Juror	30.00
Roy R. Walker	Juror	30.00
David C. Watson	Juror	30.00
Linda F. Webber	Juror	30.00

Dennis M. White	Juror	30.00
Dawn Williams	Juror	30.00
Loretta W. Williams	Juror	30.00
Ellen Wallace Wood	Juror	30.00
Priscilla Woolridge	Juror	30.00
Kay Wuth	Juror	30.00
Donald E. Carson	Juror	30.00
Douglas M. Clements	Juror	30.00
Tara B. Gantt	Juror	30.00
Avis J. Gresby	Juror	30.00
Anna R. Jenkins	Juror	30.00
Harold D. Robinson	Juror	30.00
Lucie P. Zehner	Juror	30.00

LAW LIBRARY

Embarq	Data line	32.58
LexisNexis	Online service	207.00
Matthew Bender & Company, Inc.	Code Rules 2009 RV11	45.50

COMMONWEALTH'S ATTORNEY

AT&T	Phone	271.11
Kinex Networking Solutions	Internet	49.95
Embarq	Phone	275.99
Treasurer of Virginia	Annual fee	192.00
Matthew Bender & Company, Inc.	Code Rules 09 RV11	45.50

VICTIM WITNESS ASSISTANCE PROGRAM

Embarq	Phone	75.80
Cindy Sams	Mileage	185.90
	Meal	11.62
		197.52

SHERIFF

Walmart	Dog food	63.94
	Office supplies	69.54
	Camera supplies	60.02
		193.50
Nilda Couvertier	Interpreter	140.00
Crossroads Ford of Virginia	Installed radios	1,944.00
Express Care	Oil changes	96.96
Daprosystems, Inc.	Annual maintenance	7,105.00
Howard Estes	Postage	41.00
AT&T	Phone	669.09
Embarq	Phone	458.67
Embarq Communications, Inc.	Phone	46.63
US Cellular	Phone	781.01
Virginia Association of Counties		
Self-Insurance Risk Pool	Auto insurance	17,734.93
Diamond Springs	Equipment rental & water	79.85
Staples Business Advantage	Office supplies	97.80
Quantum Graphics/Uniforms	Uniforms	243.00
Southern Police Equipment Company	Shoes/cuff case	91.44

DARLINGTON HEIGHTS VOLUNTEER FIRE DEPARTMENT

C. W. Williams	SCBA flow test		1,552.20
Ellington Energy Service	Diesel	410.66	
	Gas	517.51	928.17
Stellar One Bank	Loan payment	501.50	
	Loan - principal only	19,901.13	20,402.63
Southside Electric Cooperative	Electric service		213.31
Taylor-Forbes Equipment Company	Mowing deck pulley		124.35
Verizon	Phone		132.78

PAMPLIN VOLUNTEER FIRE DEPARTMENT

AT&T	Phone		0.74
Fire & Safety Equipment Company	Battery		46.00
M & W Fire Apparatus, Inc.	Emergency light lens	411.40	
	Radio charger bracket	56.36	467.76
Pamplin Volunteer Fire Department	Fuel		234.96
Verizon	Phone		117.47
Dominion Virginia Power	Electric service		310.25

MEHERRIN VOLUNTEER FIRE DEPARTMENT

Roy C. Jenkins, Inc.	Diesel		401.94
US Cellular	Phone		154.28
Verizon	Phone		150.59
Dominion Virginia Power	Electric service		514.34

EMERGENCY SERVICES

Timmons Group	System maintenance		440.00
Earth Vector Systems, LLC	GPS rental		250.00

BUILDING OFFICIAL

Farmville Automotive & Tire Center	Inspection		16.00
U. S. Postal Service	Postage		25.00
US Cellular	Phone		23.20
Virginia Association of Counties Self-Insurance Risk Pool	Auto insurance		546.23
Coy Leatherwood	Meal	5.56	
	Meeting registration	15.00	20.56

ANIMAL CONTROL

Dominion Virginia Power	Electric service		97.72
Ranson's, Inc.	Phone cases/charger		59.97
US Cellular	Phone		46.40
Virginia Association of Counties Self-Insurance Risk Pool	Auto insurance		1,092.46
Walmart	Dog food	158.90	
	Insole/shoulder strap	16.02	174.92
Galls, Inc.	Collar pins		39.99

BIOSOLIDS MONITORING

Manuel H. Toombs, Jr.	Internet	24.67
US Cellular	Phone	23.20

REFUSE DISPOSAL

Resource International	Monitoring analysis	2,080.20	
	VPDES update	1,956.80	
	Professional service	1,493.00	
	Storm water compliance	2,432.69	
	MRF assessment	116.00	
	Groundwater monitoring	11,862.95	19,941.64
Jimmy's Power Wash	Washed trash truck		100.00
Jimmy's Service Center	Truck maintenance		1,035.57
Arena Trucking Company	Trash collection		274.00
Wright's Excavating	Landfill operation		42,187.50
Emanuel Tire of Virginia	Tire recycling		1,950.00
Southside Electric Cooperative	Darlington Heights site		62.11
Dominion Virginia Power	Leachate pump	248.60	
	Scalehouse	47.25	
	Cell C pump station	22.63	
	Green Bay site	45.26	
	Worsham site	48.94	
	Prospect site	72.30	
	Landfill site	38.45	523.43
AT&T	Phone		79.85
Embarq	Phone		196.12
US Cellular	Phone		23.20
Verizon	Phone		117.21
O. O. Stiff, Inc.	Monthly service		662.50
Treasurer of Virginia	Storm water permit fee		500.00

GENERAL PROPERTIES

Timothy S. Shreck	Strip/wax courthouse floors	2,780.00	
Cummins Atlantic, LLC	Generator service contract	989.00	
McQuay International	Chiller maintenance contract	2,350.50	
OK Termite & Pest Control	Exterminating service	150.00	
Southside Electric Cooperative	SRR Lights		30.43
Dominion Virginia Power	Roy Clark monument	9.97	
	Courthouse	14,992.66	
	Shop	36.60	
	Sheriff's Department shed	5.50	
	Worsham Clerk's office	19.06	15,063.79
AT&T	Phone		34.08
Embarq	Phone		63.08
US Cellular	Phone		114.87
Virginia Association of Counties			
Self-Insurance Risk Pool	Boiler insurance	1,353.00	
	Fire insurance	75.00	
	Fire/property insurance	17,351.00	
	Money & securities	710.00	

	Auto insurance	2,184.92	21,673.92
O. O. Stiff, Inc.	Monthly service		100.00
Aramark Uniform Services	Janitorial supplies		228.52
Ayers Building & Supply Company	Padlock		8.82
Diamond Springs	Equipment rental & water		29.20
Price Supply Company, Inc.	A/C coil cleaner		11.12

CANNERY

Southside Electric Cooperative	Electric service		47.51
AT&T	Phone		40.99
Key Office Supply	Ink cartridges		79.55
Hubert Company	Soap dispenser/gloves		84.94

COMPREHENSIVE SERVICES ACT

Kathy Bandy	Foster care		20.93
Barry Robinson Center	Professional services		2,071.00
Amanda Blackburn	Foster care		495.00
Business Card	Foster care		87.85
Centra Health	Professional services		39,305.88
Crossroads Services Board	Professional services		3,640.00
Dominion Youth Services	Professional services		9,796.00
Family Preservation Service	Professional services		3,781.25
Juanita Fisher	Foster care		230.00
Ryan Frey	Foster care		423.00
Grafton School, Inc.	Professional services		14,418.00
Jennifer Kingsley	Foster care		1,398.38
Dekeace Morton	Foster care		628.00
Poplar Springs Hospital	Professional services		2,480.00
Jettie Robinson	Foster care		607.07
I'Shawn Smith	Foster care		644.00
Angela Uhrich	Foster care		1,908.00
VSDB	Professional services		627.96
Yolanda Watson	Foster care		245.53
Extended Care Associates	Foster care		13.80
Mable Shanaberger	Administrative fee		150.00

MUSEUMS

Robert Russa Moton Museum	Local support		57,000.00
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PLANNING

Samuel R. Coleman	Commission meeting	100.00	
	Mileage	13.20	113.20
Donald B. Gilliam	Commission meeting	100.00	
	Mileage	22.00	122.00
Lee Edward Hicks, Jr.	Commission meeting	100.00	
	Mileage	12.65	112.65
Robert M. Jones	Commission meeting	100.00	
	Mileage	5.50	105.50
Clifford Jack Leatherwood	Commission meeting		100.00
Robert Christopher Mason	Commission meeting	100.00	

	Mileage	9.90	109.90
Thomas M. Pairet	Commission meeting		100.00
Ernest Lewis Toney, Sr.	Commission meeting	100.00	
	Mileage	11.00	111.00
James Robert Wilck	Commission meeting		100.00
Business Card	Postage		150.53
Alecia Daves-Johnson	Postage	6.55	
	Camera battery charger	20.99	27.54
U. S. Postal Service	Postage		120.00
US Cellular	Phone		46.63
Jonathan Pickett	Mileage	369.60	
	Meals	102.10	471.70
SWANA	Dues		171.00
Key Office Supply	Ink cartridge	69.99	
	Paper	11.99	81.98

ECONOMIC DEVELOPMENT

Dominion Virginia Power	Electric service		390.32
Business Card	Postage/shipping	399.61	
	Meals	42.80	
	Bunting/carpet	340.95	
	Easels/fees	191.24	974.60
U. S. Postal Service	Postage		805.00
AT&T	Phone		80.41
Embarq	Phone		192.49
Magi Van Eps	Mileage		33.00
Farmville Chamber of Commerce	Dues		135.00

COOPERATIVE EXTENSION OFFICE

Embarq	Phone		95.68
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DEBT SERVICE

Rural Development	Courthouse loan payment		16,626.00
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PUBLIC / PRIVATE EDUCATION ACT FUND

Wiley & Wilson	Services agreement		1,100.00
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WATER FUND

Davenport & Company, LLC	Fees - line of credit		5,116.03
Wiley & Wilson	Utility organization		163.00
Virginia Association of Counties	Auto insurance	75.00	
Self-Insurance Risk Pool	Liability insurance	328.00	403.00
Town of Farmville	Professional services		60.00

SEWER FUND

Davenport & Company, LLC	Fees - line of credit		5,116.02
Wiley & Wilson	Utility organization		163.00
Virginia Association of Counties	Auto insurance	75.00	
Self-Insurance Risk Pool			

Town of Farmville	Liability insurance	328.00	403.00
	Professional services		60.00
<u>RETIREMENT BENEFIT FUND</u>			
Vicki K. Johns	Retiree benefit		959.00
Anthem BCBS	Retiree health insurance		880.00
<u>COMMUNITY DEVELOPMENT</u>			
Prince Edward County Industrial Development Authority	Grub/clear sites		49,500.00
<u>PIEDMONT COURT SERVICES</u>			
1-Step Detect Associates	Alcohol tests		230.00
Key Office Supply	Copier maintenance contract	1,598.00	
	Office supplies	536.46	
	Staples	135.00	2,269.46
Farmville Printing	Business cards/reports		914.25
Dominion Virginia Power	Electric service		243.09
AT&T	Phone		136.66
Embarq	Phone		203.34
W. A. Watson & Sons Insurance	Flood insurance		1,740.00
SRP Corporation, LLC	Rent		2,383.00
Renee T. Maxey	Mileage	100.10	
	Office supplies	879.17	979.27
Hampton Inn	Lodging		366.12
Quill Corporation	Office supplies		783.30
HR Specialist	Subscription		155.00
Kenbridge Victoria Dispatch	Subscription		22.00

In Re: Sandy River Reservoir Protection Overlay District (RPOD)

Mr. Sam Coleman, Vice Chairman of the County Planning Commission and Chairman of the RPOD Committee, reported the Committee has held seven meetings to discuss the conservation easements. He said each member of the committee has confirmed their ability to make objective decisions as all are residents within the overlay district. He thanked the staff for getting the information to the committee members, and said the committee would like the County Attorney to review the draft document prior to the next meeting on August 6, 2009. He said two public meetings will be held with the residents of the watershed, and the committee hopes to have a final document to bring before the Board of Supervisors by the fall for public hearings.

Chairman Fore thanked the committee for their hard work and asked the committee to preserve their minutes carefully. He asked that the committee give the document to Mr. Ennis as soon as possible to give him ample time for review.

Supervisor Gilfillan asked that the committee consider including non-landowners at the meetings.

In Re: Granite Falls Inn and Conference Center

Mrs. Sharon Lee Carney, Director of Economic Development and Tourism, said that at the May 12, 2009 Board meeting, the Board approved conveying two parcels of county-owned land located on State Route 628 and totaling 123 acres +/- to the Industrial Development Authority (IDA). The IDA is negotiating under the Board's guidance for the development of the 150-room Granite Falls Inn & Conference Center on this property. At its July 7, 2009 meeting, the IDA approved recommending a Contingent Contract for approval by the Board of Supervisors. She said the IDA also filed a rezoning application with the Planning Commission to rezone approximately 94 acres, more or less, from A-2 to C-1, restricted to hotel/motel use only. The Planning Commission will hold a public hearing on July 21, 2009.

Mrs. Carney said the land was cruised by David Sandman, a certified timber cruise appraiser. His report stated that Parcel 1, consisting of 22.45 acres and mostly pine, was appraised at \$22,936.00. Parcel 2 contains two ravines and has a wetlands issue, and consists of saw timber. Mrs. Carney stated that this area is not to be clear-cut, and a construction road would need to be built.

Mrs. Carney said the IDA will receive the proceeds from the timber sales, to include the fifteen acres for the conference center itself, which is where the primary part of the timber will be taken. One of the stipulations of the sale is that the entire parcel is not to be clear-cut. The money from the sale of the timber that is cut can be returned to the Board of Supervisors from the IDA.

Supervisor Ward asked for clarification on the amount of the timber to be cut. Mrs. Carney said there will be limited cutting. She said the land contains only 20-25 timbering acres and the rest will be restricted because the developer wants the land wooded. DEQ and the Corps of Engineers will not allow cutting in the ravines because of stormwater management. The land the County is keeping, adjacent to the school campus, is buildable and flat. An elementary school built upon a 22-acre parcel could serve 1,800

students; a middle or high school could serve 1,200 students. She said the land could be replanted with loblolly pines or left open.

Ms. Sharon May, Certified General Real Estate Appraiser with Milton-May Appraisal Company, reviewed the Summary Appraisal Report, and said that as of June 23, 2009, the 30-acre tract had a market value of \$450,000 and the 90-acre tract had a market value of \$360,000, for a total of \$810,000. She said that due to the severe ravines, pit areas and wetlands, the 90-acre parcel posed serious constraints for overall development which affected market value. Discussion followed on a potential change in market value if the zoning would be changed prior to the sale of the property. Mrs. May said zoning is a vehicle to the total development of a property, but would not necessarily change the value of the property; use determines value.

Mr. James Ennis, County Attorney, reviewed the changes to the proposed contract. Supervisor Ward inquired as to the status of the Economic Development Grant Agreement, and if the Agreement would affect the contract. Mrs. Carney said nothing had been completed at this time, because if the project does not progress, there would be no need for the Agreement. Mr. Ennis said it is a contingency and that if there is no Economic Development Grant, it would allow the purchaser to withdraw from purchasing the property, and is also a contingency that could be waived and move forward without it. Mr. Bartlett added that the contingency contract allows entering into an agreement with the developer stating that the County would sell the land for his project if all contingencies are met. Mr. Bartlett said that if all contingencies are not met, the County would be under no obligation to sell the land. Further discussion followed regarding the proposed language of the contract.

Mr. Bartlett stated he had discussed the creation of a CDA and the financing arrangements with legal counsel. He said the way this transaction is written and proposed to be done is one of the most secure ways for the County to recover its funds as this would equal a tax lien on the property. He said an agreement hasn't been reached with the IDA or the Board, but the process is similar to what had been done with the "Ag Building" and part of the courthouse. He said funding was borrowed and the revenue was used to pay the note.

Supervisor Ward asked Mr. Robert Fowler to identify the other principals in the organization. Mr. Fowler said at this time, he is the sole investor. He anticipates a group of investors but no one will commit until the site is under contract and is secured.

Supervisor Ward expressed his concern that the county may be sued due to the existing CDA. Mr. Ennis said a CDA is a vehicle to accomplish development. Each separate project requires a separate CDA, and that terms concerning the proposed CDA must be found acceptable to the County to ensure its ability to monitor it more closely than in the past.

Mrs. Carney discussed further options for grants and revenue sharing.

Supervisor Gilfillan stressed that no County money was put into the CDA. Chairman Fore said the only cost to the County was in County staff time.

Supervisor McKay made a motion to approve the contract between the Prince Edward County Industrial Development Authority and the Prince Edward Development, LLC, with revisions as noted; the motion carried:

Aye: William G. Fore, Jr.
Sally W. Gilfillan
Robert M. Jones
Charles W. McKay
James C. Moore
Howard F. Simpson
Mattie P. Wiley

Nay: Lacy B. Ward

REAL ESTATE CONTRACT

THIS Real Estate Contract (the "Contract") made this ____ day of _____, 2009 (the "Effective Date"), between the parties set forth below.

RECITALS

- A. Seller is the owner in fee simple absolute of the Property (as defined below).
- B. Purchaser desires to purchase and Seller desires to sell the Property in accordance with the terms and conditions of this Agreement.
- C. These recitals are incorporated by this reference into this Agreement.

NOW, THEREFORE, in consideration of the purchase price and the mutual promises contained in this Agreement, the parties agree as follows:

1. **PARTIES.** The names and address of the parties to this contract are:
 - a. **Seller.** Prince Edward County Industrial Development Authority
121 East Third Street
Farmville, VA 23901
 - b. **Purchaser.** Prince Edward Development, LLC a Delaware limited liability company
5814 Jonestown Road
Harrisburg, PA 17112

2. **PROPERTY.** Seller agrees to sell and convey, and Purchaser agrees to purchase and pay for the following, all of which is referred to in this Contract as "Property":

Description. The Property shall mean the lot or parcel of land ("Land") consisting of approximately ninety-four (94) acres, more or less, of land and all improvements located thereon and appurtenances thereto, as the same is described in Exhibit "A" attached hereto.

Appurtenances. All of Seller's right, title and interest in and to all rights, privileges, and easements appurtenant to the Land, including, without limitation, any right, title, and interest of Seller in and to any and all easements, adjacent streets, roads, alleys, rights-of-way, tenements, hereditaments, appendages, privileges and appurtenances pertaining thereto.

3. **PURCHASE PRICE.** Subject to the conditions of this Contract, Purchaser agrees to pay the following Purchase Price in the following manner:
 - a. **Total Amount.** The total amount of the Purchase Price shall be Three Hundred Seventy-Six Thousand Dollars and no cents (\$376,000.00).
 - b. **Payment.** The total amount of the Purchase Price shall be paid in cash by wire transfer at Closing less deposits previously paid.

4. **ESCROW DEPOSIT.** Upon execution of this Contract, Purchaser shall deliver to Escrow Agent, who shall be the *Treasurer of Prince Edward County, Virginia*, a cash deposit of Twenty-Five Thousand Dollars and no cents (\$25,000.00), which shall serve as an Escrow Deposit, to be held and disbursed as provided herein.

5. **TITLE COMMITMENT.** Within ninety (90) days after the Effective Date of this Contract, Purchaser, at Purchaser's sole cost and expense, shall procure or cause to be delivered to Purchaser a Commitment for Title Insurance from the Title Company in the amount of the Purchase Price. The Title Commitment shall set forth the status of the title of the Property and show all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, and any other matters affecting the Property.

6. **SURVEY AND DUE DILIGENCE MATERIALS.** Upon execution of this Contract, Seller shall make available to Purchaser a copy of Seller's most recent survey of the Property (the "Survey"), all environmental studies, topographical studies, geotechnical studies, engineering studies,

appraisals and other feasibility studies, site assessment studies, property examinations or other reports in the possession of Seller relating to the Property (the "Studies"). Seller agrees that Purchaser may utilize such Studies at Purchaser's sole discretion within ninety (90) days after the Effective Date of this Contract, Purchaser shall procure, at Purchaser's sole cost and expense a current on-the-ground Survey of the Property prepared by a surveyor acceptable to Purchaser and Purchaser's lender, if any (the old survey and the new survey, if applicable, shall be referred to herein as the "Survey"). Such survey shall be addressed to Purchaser, the Title Company and the Purchaser's Lender, if any. Such survey shall fix, locate, stake, and permanently monument all exterior boundary lines and corners of the Property, and shall include: (i) the actual dimensions of and the boundaries of the Property; (ii) field notes with a metes and bounds description of the Property; (iii) the platting and location of any improvements, flood plains affecting the Property (flood plain information may be provided by a qualified engineer, if necessary), easements, rights of way, fences, set-back lines, encroachments, overlaps, roadways or waterways and all matters referred to on the Title Commitment by volume and page reference; (iv) the surveyor's registered number and seal, the date of the survey, and a certificate reasonably satisfactory to Purchaser and addressed to Purchaser, the Title Company and any lender selected by Purchaser; and (v) a certification that there is access to and from the Property from a publicly dedicated street or road.

If the Survey and/or a plat shows any Property boundary line as fronting on a highway, street or roadway but shows the Property boundary line as not coincident with and identical with the right-of-way line or boundary of said highway, street or roadway (that is, with any gap or vacancy shown to exist between the Property boundary line and the right-of-way or boundary of the highway, street or roadway), and if the gap or vacancy is not owned by Seller, same shall constitute a failure of condition of this Contract. If the gap or vacancy is owned by Seller, the gap or vacancy will be conveyed under the terms and conditions of this Contract at no additional cost to Purchaser so that the right-of-way or boundary of the highway, street or roadway and the Property boundary line are coincident.

7. REVIEW OF TITLE COMMITMENT AND SURVEY. Purchaser shall have thirty (30) days from the receipt of the Title Commitment and Survey in which to examine the same and to specify to Seller those matters which Purchaser will accept as permitted exceptions to title and the Survey ("Permitted Exceptions"), and those matters which Purchaser finds objectionable ("Title and Survey Objections").

All of the following matters shall be Permitted Exceptions:

- a. All existing utility easements affecting the Property.
- b. Any and all of the standard printed exceptions included in a Virginia Standard Form Owners Policy of Title Insurance.

If Purchaser does not deliver to Seller a written notice specifying those matters within ninety (90) days following the effective date which are Permitted Exceptions and Title and Survey Objections within the above-stated time period, then all of the matters reflected on the Title Commitment and the Survey shall be considered to be Permitted Exceptions, except that any liens on the Property shall be Title and Survey Objections.

8. CORRECTION OF TITLE AND SURVEY OBJECTIONS. Within thirty (30) days after receipt of Purchaser's Title and Survey Objections, Seller, at Seller's sole cost and expense, shall use all reasonable efforts to correct or remove all Title Objections, give Purchaser written notice thereof, and deliver within such thirty (30) day period an amended Title Commitment and Survey reflecting the correction or deletion of such matters. If Seller fails to cause all of the Title and Survey Objections to be corrected or removed within such thirty (30) day period, Purchaser shall have the following rights:

- a. Purchaser may terminate this Contract by giving Seller and the Title Company written notice thereof, in which event the Escrow Deposit shall be returned to Purchaser, and both parties shall be released from all further obligations under this Contract; or
- b. Purchaser may waive such Title Objections and elect to purchase the Property subject to the Title and Survey Objections not so corrected or removed, but the Purchase Price shall not be reduced.
- c. Purchaser may extend the time to correct or remove said title objections.

9. INVESTIGATIONS. From the date of this Contract until its termination or Closing, Purchaser and its representatives shall have the right, with prior notice to Seller, to enter upon the Property to conduct investigations, including without limitation, soil tests, engineering studies, planning feasibility studies, environmental inspections, a study of the availability of utilities, drainage, access, and sewer, and such other investigations as Purchaser may desire to determine the suitability of the Property for Purchaser's intended use. Seller acknowledges that during Purchaser's due diligence, it may be necessary to remove a minimum number of trees to reach the proposed project site and conduct certain investigations. Purchaser shall notify Seller prior to the removal of any trees and agree on who shall conduct the removal. Under no circumstances, either before or after closing, shall Purchaser clear cut the property and shall only remove the number of trees necessary for a road and the site for the improvements. Any net proceeds derived from the removal of such trees shall be retained by the Seller. Purchaser shall indemnify and hold Seller harmless from and against any and all damages incurred by Seller resulting from Purchaser's activities on the Property. If the sale contemplated by this Contract fails to close for any reason, Purchaser shall restore the Property to its present condition except for the replacement of any removed trees.

10. FEASIBILITY PERIOD. Seller agrees that Purchaser shall have a period of one hundred and eighty (180) days from the Effective Date of this Contract ("Feasibility Period") to determine the suitability of the Property for Purchaser's intended use. If Purchaser decides in its sole discretion not to proceed with the purchase of the Property, Purchaser shall give Seller notice of termination on or before the expiration of the Feasibility Period, in which event this Contract shall terminate and be of no further force and effect, and Purchaser shall receive back all of the Escrow Deposit. If Purchaser decides to proceed with the purchase of the Property, Purchaser will, prior to the expiration of the Feasibility Period, deposit Twenty-Five Thousand Dollars and no cents (\$25,000.00) as additional refundable Escrow Deposit with the Escrow Agent, pursuant to the terms herein. Upon the expiration of the Feasibility Period, all Escrow Deposit(s) will only be refundable subject to any Purchaser Contingencies defined herein. In the event this Contract closes, all of the Escrow Deposits shall be credited against the Purchase Price.

11. PROPERTY CONDITION. PURCHASER AGREES THAT THIS CONTRACT HAS BEEN NEGOTIATED WITH THE UNDERSTANDING THAT THE PROPERTY IS BEING SOLD "AS IS" AND "WHERE IS" AND WITH ALL FAULTS. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS NO RECOURSE AGAINST SELLER IN THE EVENT OF DISCOVERY OF ANY DEFECTS OF ANY KIND, LATENT OR PATENT. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, OR ANY WARRANTIES ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, SUITABILITY, AND MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC OR PARTICULAR PURPOSE OR OF GOOD AND WORKMANLIKE CONSTRUCTION. PURCHASER ASSUMES ALL RISKS WITH RESPECT TO THE PHYSICAL CONDITION OF THE PROPERTY AND THE INCOME AND EXPENSES ATTRIBUTABLE THERETO. SELLER'S DEED WILL CONTAIN A PROVISION STATING THE TERMS OF THIS PARAGRAPH.

12. SELLER WARRANTIES.

- a. Seller has the right, title, and authority to enter into this Agreement and to perform its obligations hereunder;
- b. The entry and performance of this Agreement by Seller will not breach any other agreement with any other party or create a violation of any applicable law, rule, or regulation;
- c. There are no existing boundary, water or, drainage disputes of which the Seller has any knowledge, except as noted herein;
- d. There are no actions or proceedings instituted or threatened against the Seller regarding the Property.

13. CLOSING.

a. **Date and Place.** The Closing on the sale of the Property by Seller to Purchaser and commencement of development of the Project by the Purchaser shall occur on or before the earlier of: i) the date ninety (90) days from the satisfaction of all Purchaser Contingencies or ii) 365 days from the Effective Date of this Contract, unless otherwise extended. Notwithstanding the above, no Closing shall occur until the Purchaser has executed a contract for the construction of the Project and closed on its construction loan.

b. **Closing Extension.** In the event that any Purchaser Contingencies have not been satisfied within 365 days from the Effective Date of this Contract, Purchaser will have one (1) option to extend the Closing for one (1) additional period of one hundred eighty (180) days upon the deposit of an additional refundable Escrow Deposit of Twenty-Five Thousand Dollars and no cents (\$25,000.00) with the Escrow Agent.

c. **Seller's Obligations at Closing.** At the Closing, Seller, at Purchaser's sole cost and expense, shall deliver, or cause to be delivered, to Purchaser the following:

(1) **Special Warranty Deed.** Seller shall execute and deliver a Special Warranty Deed, fully executed and acknowledged by Seller, conveying good fee simple title to the Property to Purchaser free and clear of all encumbrances, tenancies, and liens (for taxes or otherwise), subject only to the Permitted Exceptions, any Title Objections waived by Purchaser, and any liens created in connection with Purchaser's financing.

(2) **Other Instruments.** Seller, at Purchaser's expense, shall execute and deliver such other documents as are customarily executed in Virginia by a Seller in connection with the conveyance of real property, including all required closing statements, releases, affidavits, evidences of authority to execute the documents, and any other instruments that may be required by the Title Company.

(3) **Possession.** Seller shall deliver possession of the Property to Purchaser at Closing. All risk of loss or damage to the property by fire, windstorm, casualty, or other cause is assumed by Seller until Closing. In the event of substantial loss or damage to the Property before Closing, Purchaser will have the option of terminating this Agreement and receiving a refund of its deposit.

d. **Purchaser's Obligations At Closing.** At the Closing, Purchaser shall pay the Purchase Price as provided in paragraph 3, subject to any adjustments for prorations and other credits provided for in this Contract.

e. **Prorations.** All real estate taxes relating to the Property for the year of the Closing shall be prorated as of the date of Closing between Seller and Purchaser. If the amount of taxes due for that year is not known at the time of Closing, the prorations shall be based on an estimate of the taxes for the year of Closing, and when the tax information becomes available, Seller or Purchaser shall reimburse the other party for any excess amount charged to that party at the Closing. If this sale or Purchaser's use of the Property after Closing results in additional taxes, penalties, or interest (assessments) for periods before Closing, the assessments will be the obligation of Purchaser. The obligations stated in this paragraph shall survive the Closing.

f. **Closing Costs.** The Purchaser agrees to pay all the costs of Closing.

g. **Purchaser Contingencies.** The Purchaser's obligations are expressly conditioned upon the satisfaction of each of the following contingencies in the sole determination of the Purchaser. If any one of the following contingencies cannot be met within 180 days of the Effective Date, the Purchaser may unilaterally terminate this Contract and receive an immediate return of the Deposit. Prior to Closing, Purchaser shall have received the following (i) Prince Edward County shall provide evidence that it will construct or cause to be constructed a new public road from the intersection of US 15 and Dominion Drive to the current SR 628 at a point south of the Poplar Forest Apartments (the "SR 628 Relocation Project"); (ii) approval and notice from the appropriate governmental authorities of all necessary permits and licenses required to authorize the use, construction, and operation of the Property for Purchaser's intended use all according to the Purchaser's plans and specifications; (iii) Purchaser shall obtain financing commitments in an amount and on terms satisfactory to Purchaser; (iv) the County of Prince Edward shall have created, at Purchaser's expense, a community development authority (the "CDA"), upon such terms as Prince Edward County finds agreeable, which incorporates the Property within the CDA District and Purchaser shall have entered into an agreement with the CDA regarding special assessments to be levied: (1) on food and beverage sales on the Property which shall only be spent on "public" infrastructure by the CDA and (2) an annual road benefit assessment relating to the SR 628 Relocation Project to recover up to a maximum of 55% of the road relocation costs; (v) receipt of evidence satisfactory to Purchaser that the Property is properly zoned for Purchaser's intended use and that any and all required variances or special use permits have been or can be obtained; (vi) the hotel/conference center site within the Property shall have been placed in the County's Enterprise Zone; (vii) Seller shall assist in applying for various state and federal grant/loan programs to pay portions of the costs of constructing, equipping or operating the Project; and (viii) Purchaser shall have entered into an Economic Development Grant Agreement with the Seller, Prince Edward County, and the CDA under terms and conditions acceptable to the Purchaser and Prince Edward County. Seller will cooperate with Purchaser in obtaining the appropriate approvals and commitments for Purchaser's intended use of the Property, so long as such approvals are contingent upon this sale closing and so long as Seller incurs no liability of any description for or on account of such approvals.

h. **Seller's Contingencies.** This contract is expressly made contingent upon Prince Edward County and Prince Edward Development, LLC entering into an agreement, upon mutually acceptable terms, for the relocation of a portion of State Route 628. Terms of the agreement are to include, but shall not limited to, the cost of acquisition of any necessary right of way, design costs, engineering costs and costs of construction and County's ability to secure revenue sharing from the Virginia Department of Transportation.

14. DEFAULTS AND REMEDIES

a. **Purchaser's Default and Seller's Remedies.**

(1) **Purchaser's Default.** Purchaser shall be deemed to be in default under this Contract if Purchaser fails or refuses to perform Purchaser's obligations at Closing for any reason other than a default by Seller or termination by Purchaser under this Contract.

(2) **Seller's Remedies.** If Purchaser defaults under this Contract, Seller, at Seller's sole option, may terminate this Contract and receive the Escrow Deposit as liquidated damages for the breach of this Contract by Purchaser, it being agreed between Seller and Purchaser that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Escrow Deposit is a reasonable estimate thereof.

b. Seller's Defaults and Purchaser's Remedies.

(1) **Seller's Defaults.** Seller shall be deemed to be in default under this Contract if Seller fails or refuses to perform Seller's obligations at Closing for any reason other than a default by Purchaser or termination by Seller under this Contract.

(2) **Purchaser's Remedies.** If Seller defaults under this Contract, Purchaser may, at Purchaser's sole option, do any one or more of the following:

(a) Enforce specific performance of this Contract against Seller;

(b) Terminate this contract, in which event the Escrow Deposit shall be returned to Purchaser by the Escrow Agent on receipt of written notice from Purchaser of such termination, and all obligations of both parties shall then cease.

15. MISCELLANEOUS.

a. **Assignment.** Purchaser may not assign or transfer its rights and obligations under this Contract at any time to any affiliate, subsidiary or related entity without Seller's prior written consent. Any assignment or transfer of rights by Purchaser to any non-related entity shall require Seller's prior, written approval. Seller may not assign or transfer its rights and obligations under this Contract at any time to any affiliate, subsidiary or related entity without Purchaser's prior written consent.

b. **Notice.** Any notice required or permitted to be delivered under this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address stated in Section 1.

c. **Virginia Law to Apply.** This Contract shall be construed under and in accordance with the laws of the Commonwealth of Virginia, and all obligations of the parties created by the Contract are performable in the county in which the Property is located.

d. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns.

e. **Effective Date.** The Effective Date of this Contract shall be the date of the last party to sign.

f. **Entire Agreement.** This Contract, including any exhibits hereto, constitutes the entire agreement between Seller and Purchaser pertaining to the transaction contemplated hereby and fully supersedes all prior agreements and understandings between Seller and Purchaser pertaining to such transaction.

SELLER:

**PRINCE EDWARD COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____
Robert M. Showalter, Chairman

Approved as to Form:

Eric A. Tinnell
Counsel for Prince Edward County IDA

WITNESS/ATTEST:

PURCHASER:

PRINCE EDWARD DEVELOPMENT, LLC, a
Delaware Limited Liability Company

By: _____
Robert D. Fowler, Manager

WITNESS/ATTEST:

EXHIBIT "A"

PROPERTY DESCRIPTION

To be determined from new plat of survey representing 94 acres, more or less, in the Farmville Magisterial District of Prince Edward County, Virginia.

In Re: Enterprise Zone Review

Mrs. Carney said that in 2000, Prince Edward County received a shared Enterprise Zone designation (Charlotte, Lunenburg and Prince Edward) from the Commonwealth of Virginia. A review of the County's Enterprise Zone, as suggested by the Virginia Department of Housing and Community Development (VDHCD), the managing state agency for the Zones, was conducted in 2005 by an Enterprise Zone Committee established by the Board of Supervisors. As a result of the study, Prince Edward County petitioned the state for a boundary adjustment, to include parts of the Town of Farmville and other potential growth potential areas, which was awarded by the State in January 2006. Mrs. Carney said that in order to keep local Zones up to date with changing community growth patterns and industries, it is recommended by VDHCD for every Enterprise Zone community to re-evaluate its zone, boundaries, incentives and growth patterns every four to five years. It has been four years since the Prince Edward County Enterprise Zone has been evaluated for needed updates and is therefore coming due. Mrs. Carney requested the Board of Supervisors establish an Enterprise Zone Committee to review the County's Enterprise Zone program and to present recommendations to the Board for approval. She said the previous committee consisted of Robert Showalter, Gwen Eddleman, Howard Simpson and Damien Fehrer.

Supervisor Moore made a motion to re-appoint Robert Showalter, Gwen Eddleman, Howard Simpson and Damien Fehrer, and to appoint Sharon Lee Carney to the Enterprise Zone Committee; the motion carried unanimously:

Aye:	William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Lacy B. Ward Mattie P. Wiley	Nay: None
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In Re: Crossroads Performance Contract

Supervisor Moore made a motion to approve the FY 2010 Crossroads Performance Contract; the motion carried:

Aye: William G. Fore, Jr.
Robert M. Jones
Charles W. McKay
James C. Moore
Howard F. Simpson
Lacy B. Ward
Mattie P. Wiley

Nay: None

Absent: Sally W. Gilfillan

In Re: Courthouse Military Memorial

Chairman Fore said that during the March 2009 Board meeting, the Board discussed the possibility of establishing a “Wall of Military Honor” memorial that would be placed on the courthouse lawn adjacent to the WWII memorial. The purpose of the memorial is to pay tribute to Prince Edward County residents who have died serving our country in a foreign conflict.

Chairman Fore, with the consensus of the Board, will ask Lt. Gen Sam Wilson and Colonel Martha Cleveland to serve on the committee, and would himself serve on the Criteria Committee to ensure inclusion of all Prince Edward County servicemen and women who died serving their country, and said that other interested retired military personnel be permitted to join the Committee.

Supervisor Gilfillan made a motion to authorize placement of a military memorial on the courthouse lawn adjacent to the WWII Memorial that honors the memory of Prince Edward County residents who died serving our country in a foreign conflict and contribution to the preservation of freedom throughout the world; to authorize selection of a committee to include citizens by which criteria for the names to be added to the memorial; to appropriate \$3,500, which is the estimated cost, to Expenditure Account #4-100-11010-3131, Board of Supervisors-Wall of Military Honor; and to complete the project by November for a Veterans Day dedication ceremony. The motion carried:

Aye: William G. Fore, Jr.
Sally W. Gilfillan
Robert M. Jones
Charles W. McKay
James C. Moore
Howard F. Simpson
Lacy B. Ward
Mattie P. Wiley

Nay: None

In Re: County Attorney's Report

Mr. Ennis said that on June 10, 2009, during a reconvened meeting of the Board of Supervisors from the June 9, 2009, the Board approved payment of up to \$15,000 to the Jackson estate for the Bush 4-B Lake and the acquisition of Right of Way. He said that in preparation of the documents, it was discovered that 18 people had signed the deed 11 years ago that conveyed said property to the County. Mr. Ennis said that not all were family members and it would involve more work and liability to the County. He suggested the Board decide on specifications for the roadway with a maximum limit of \$15,000 and advertise for bid to construct the access to the water.

Discussion followed.

Supervisor Gilfillan made a motion to authorize access to the lake to be constructed, not to exceed a cost of \$15,000, based on a notarized statement by David S. Farmer, who served as the County's consultant. The motion carried:

Aye:	William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Lacy B. Ward Mattie P. Wiley	Nay: None
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In Re: County Administrator's Report

Mr. Bartlett reported that he received a draft interim agreement regarding the PPEA; he will meet with representatives and engineers from Draper Aden and Crowder Construction in Crewe and Burkeville during the following week to discuss technical issues. He briefly reviewed the Wiley/Wilson task order.

Supervisor McKay made a motion to approve the Wiley/Wilson Task Order and to authorize the County Administrator to execute the task order. The motion carried:

Aye:	William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Mattie P. Wiley	Nay: Lacy B. Ward
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Mr. Bartlett gave an update on the County's operation of public water works. The County has received letters dated June 18, 2009, stating approval from the Virginia Department of Health to operate the public water works; the Virginia Department of Health also approved other technical issues regarding the Bacteriological Sample Siting Plan, a Cross Connection Control Plan, a Backflow Prevention Program, and a Waterworks Business Operations Plan. He said the Water Authority has the necessary documents to operate the water system, and negotiations are underway with The Manor to accept the sewer lines into Prince Edward County's utility system. Mr. Bartlett said an organizational meeting of the Virginia's Heartland Water and Sewer Authority needed to be scheduled. Discussion followed.

Chairman Fore suggested a meeting of the Virginia's Heartland Water and Sewer Authority be held Tuesday, August 11, 2009 at 6:00 p.m., prior to the regularly scheduled Board of Supervisors meeting. The Board concurred.

Mr. Bartlett said Mr. Mark Cronk has been hired to work part-time kennel assistant at the Animal Control shelter.

Mr. Bartlett then said further budget reductions may be necessary due to pending state budget reductions. He said since the state revenues fell, all agencies have been asked to take further reductions, which may affect the constitutional officers, schools and the reimbursement to the state.

Supervisor Gilfillan asked that a process be established to answer citizens' statements.

Chairman Fore said he was familiar with the statements made by Mrs. Dotson, and to address all of the issues would take a great deal of time. He said when a citizen is that upset about an issue, rather than bring it to the Board initially, the citizen should make an appointment and discuss the issue with Mr. Bartlett. He said it is upsetting to know a citizen is so bothered by an issue and feels it necessary to do that much research. Supervisor Jones said that if Mr. Bartlett has no answers for the citizen, the topic can be asked to be put on the agenda so all Board members can know the questions raised by the citizen. Some further discussion followed.

In Re: Animal Warden's Report

Mr. Ray Foster, Animal Warden, submitted a report for the month of June 2009, which was reviewed and ordered to be filed with the Board papers.

In Re: Building Official's Report

Mr. Coy Leatherwood, Building Inspector, submitted reports for the month of June 2009, which was reviewed and ordered to be filed with the Board papers.

In Re: Financial Report from Prince Edward County Schools

Dr. Patricia Watkins, School Superintendent, submitted a financial summary report for the month of June 2009, which was reviewed and ordered to be filed with the Board papers.

In Re: PERT Ridership Report

The Board reviewed the June 2009 ridership report from PERT and ordered it to be filed with the Board papers.

On motion of Supervisor Moore and adopted by the following vote:

Aye:	William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Lacy B. Ward Mattie P. Wiley	Nay: None
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the meeting was adjourned at 9:53 p.m.