



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: October 13, 2009
Item No.: 5-a
Department: Board of Supervisors
Staff Contact: Karin Everhart
Issue: Consent Agenda – Minutes

Summary: Board meeting minutes are attached.

Attachments: September 1, 2009
September 8, 2009
September 22, 2009

Recommendation: Approval.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

September 1, 2009

At a special called meeting of the Prince Edward County Board of Supervisors held in the Third Floor Conference Room of the Court House, on Tuesday, the 1st day of September, 2009, at 5:00 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: James Ennis, County Attorney; Gloria Freye, McGuire Woods; Randy Allen, Attorney; and Tim Slaydon, Wiley & Wilson.

Chairman Fore called the meeting to order, stating that its purpose was to go into closed session and afterward, discuss the draft interim agreement for the construction of the Sandy River Reservoir Water Treatment and Distribution Project.

In Re: Closed Session

Supervisor Gilfillan made a motion, seconded by Supervisor Moore, that the Board convene in Closed Session for consultation with Legal Counsel, pursuant to the exemptions provided for in Section 2.2-3711(A)(7) of the *Code of Virginia*.

Supervisor Ward asked the subject of the closed session. Chairman Fore said it is for probable pending litigation. Mr. James Ennis, County Attorney, added it is regarding the dedication of sewer lines.

After some further discussion, 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

The Board returned to regular session by motion of Supervisor Jones and seconded by Supervisor McKay and adopted as follows:

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

On motion of Supervisor Simpson and carried by the following roll call 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

the following Certification of Closed Meeting was adopted in accordance with the Virginia Freedom of Information Act:

WHEREAS, the Prince Edward County Board of Supervisors convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

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

NOW, THEREFORE, BE IT RESOLVED that the Prince Edward County Board of Supervisors hereby certifies that to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed, or considered by the Prince Edward County Board of Supervisors.

Chairman Fore declared a recess for dinner-break at 6:35 p.m.

Chairman Fore called the meeting back to order at 7:08 p.m.

In Re: Review of Draft Interim Agreement – PPEA Proposal

Mr. Wade Bartlett, County Administrator, introduced Mr. Randy Allen, Attorney, and Mr. Tim Slaydon, Wiley & Wilson, to present a review of the Draft Interim Agreement between the County of Prince Edward and Crowder Construction Company for the Design and Construction of the Sandy River Reservoir Water Treatment and Distribution Project.

Mr. Allen gave a brief overview of the PPEA process; he said the interim agreement complies with all PPEA requirements and offers protections for the County. He said there is a termination clause for default and a convenience termination provision; insurance requirements are also included. He said the interim agreement is approved and is posted for the 30 days waiting period, then the Board can vote on acceptance and implementation of the agreement; at which time Draper Aden and Crowder Construction Company can start working on the design. After the scope of work is completed, a decision will be made on entering the Comprehensive Agreement.

Mr. Slaydon reviewed the exhibits including Financial Feasibility Services, Engineering Services for the Sandy River Water Treatment Plant and the Sandy River Water System Infrastructure, and Preconstruction Services. He said the Financial Feasibility stage will predict the cost and revenues, and which costs will be attributed to each option. He then said the preliminary design and engineering work plans are used to generate the lump sum cost of constructing the water treatment plant.

Mr. Slaydon then reviewed Exhibit B, the Owner's Responsibilities, in which the County is requested to provide documents, technical guidance, background information, to participate in the process, and to generate a list of partners. Further discussion followed including discussion of cost and design; tiered structure; and right of way for pipelines. Mr. Bartlett said a benefit of having a regional authority is that it may then apply and has a better success rate of being awarded various grants.

Supervisor Gilfillan left the meeting at 8:04 p.m.

Further discussion followed regarding raw water, treatment and distribution systems.

Mr. Bartlett said the next step would be to accept the draft interim agreement; there then will be a 30-day public comment period after which the public hearing will be held. At that point, the Board will vote on acceptance of the interim agreement. Mr. Bartlett said there is no time limit included in the interim agreement, and added that representatives from Draper Aden and Crowder Construction, as well as Mr. Slaydon will be present at the September Board meeting and at the public hearing to answer questions.

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

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

Absent: Sally W. Gilfillan

the meeting adjourned at 8:23 p.m.

September 8, 2009

At the regular meeting of the Board of Supervisors of Prince Edward County, held at the Court House, thereof, on Tuesday the 8th day of September, 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; Linnell Stanhope, Crowder Construction; and Alan Leatherwood, Resident Highway Engineer.

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

In Re: Public Participation Process

Chairman Fore asked that the agenda be adjusted to permit discussion of the Public Participation Process at the beginning of the Board meeting.

Supervisor Gilfillan made a motion to move Agenda Item 18 to the beginning of the meeting and to add the proposed "Public Participation Response Policy" to the policies set forth by the Board of Supervisors, and to have the Public Participation Response Policy read before every Public Participation period of Board of Supervisors regular meetings. The motion carried:

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

Public Participation is a time set aside for citizens to share their thoughts, ideas and concerns. An official record is made of each person's contribution tonight and will be directed to the County Administrator for follow-up; any necessary follow-up will be noted and tracked. Follow-up may consist of an immediate response, or planned action by the County Administrator or Board, or by placement on a future Board agenda. Tonight's agenda cannot be changed because the public needs advance knowledge of and the opportunity to review related materials regarding items addressed by the Board. To further assist public information, the Board requests our Administrator, Attorney or county staff immediately correct any factual error that might occur.

In Re: Public Participation

Kenneth Jackson, Leigh District, said a citizen had requested the agenda to show concise phrasing as to what the agenda items are about. He said the agenda still does not include a summary regarding the topic, and that open and honest government is important.

In Re: Board of Supervisors Comments

Supervisor McKay said he was unsure as to why citizens feel the Board is "covering up." He said all meetings and public hearings are advertised, and is unsure as to what more can be done. He asked that suggestions be submitted to the County Administrator.

Supervisor Wiley asked that suggestions on how to get more citizens involved also be directed to the County Administrator. She added that the agenda is on the County web site.

Supervisor Gilfillan said the agenda and all supporting documents are on the County web site.

In Re: Consent Agenda

On motion of Supervisor Moore 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 June, 2009; the minutes of the meeting held August 11, 2009 at 7:00 p.m.; Accounts and Claims; Salaries; a Festival Permit Application for the “Five County Fair” to be held from September 11 – September 20, 2009; a Festival Permit Application for Riverside Community Church to hold an outdoor festival at the Fairgrounds on September 26, 2009; and the Personal Property Tax Relief Program Resolution for 2009, as follows:

**PPTRA RESOLUTION FOR 2009
County of Prince Edward, Virginia**

In accordance with the requirements set forth in *VA CODE ANN. §58.1-3524 C.2 and §58.1-3912 E*, as amended by *Chapter 1 of the Acts of Assembly (2004 Special Session I)* and as set forth in *Item 503.E (Personal Property Tax Relief Program) of Chapter 951 of the 2005 Acts of Assembly*, any qualifying vehicle situated within the County of Prince Edward, Virginia commencing January 1, 2009, shall receive personal property tax relief in the following manner:

- Personal use vehicles with assessed value of \$1,000 or less will be eligible for 45% tax relief; and
- Personal use vehicles with assessed value of \$1,001 or more shall receive only 45% tax relief on the first \$20,000 in assessed value; and
- All other vehicles which do not meet the definition of “qualifying” (such as business use vehicles, motor homes, etc.) will not be eligible for any form of tax relief under this program; and
- In accordance with *Item 503.D.1. of Chapter 951 of the 2005 Acts of Assembly*, the entitlement to personal property tax relief for qualifying vehicles for tax year 2005 and all prior tax years shall expire on September 1, 2006. Supplemental assessments for tax years 2005 and prior years that are made on or after September 1, 2006 shall be deemed “non-qualifying” for purposes of state tax relief and the local share due from the taxpayer shall represent 100% of the tax assessable.

June 2009

Fund balances were as follows:

General Fund	127,341.85	
General Fund Reserved for Investment	6,213,979.55	
		6,341,321.40

PPEA Fund	22,391.00
Industrial Development Authority Fund	734,995.67
Recreation Fund Reserved for Investments	26,914.27
Forfeited Assets Fund Reserved for Investments	114,480.25
School Capital Projects Fund - VPSA	183.55
School Capital Projects Fund - QZAB01	415.14
Underground Storage Tank Fund	21,010.00
Economic Development Fund	493,426.98
Board of Public Welfare Special Account	3,367.58
Piedmont ASAP Fund	252,006.48
QZAB Debt Services Fund	174,097.00
Landfill Construction Fund	308,454.00
PCS Fund	267,866.42
Revenue Sharing Fund	66,964.86
Retirement Benefits Fund	12,078.00
School Capital Projects Fund - QZAB02	407,101.84
Dare Donations Fund	1,755.95
School Cafeteria Fund	174,892.94
Prince Edward Community Development Fund	(1,688.00)
Water Fund	5,024.64
Sewer Fund	(179.80)
	9,426,880.17

Cash accounts were as follows:

Cash in Office	1,000.00
Cash in Banks	192,137.89
Warrants Payable (School Fund)	1,406,207.01
General Fund Investments	6,213,979.55
VPSA Investments	183.55
QZAB01 Investments	415.14
Underground Storage Tank Fund	21,010.00
Recreation Fund Investments	26,914.27
QZAB02 Investments	407,102.84
Landfill Construction Fund for Investment	308,454.00
Forfeited Asset Fund for Investment	114,480.25
Industrial Development Authority for Investment	734,995.67
	9,426,880.17

*Of this \$6,341,321.40 in the General Fund, \$0.00 is encumbered for:

Transfers in:	
School Fund	0.00
VPA Fund	0.00
Debt Obligations	0.00
	Total
	0.00

This leaves an unencumbered balance of \$6,341,321.40 in the General Fund.

STATEMENT OF DEPOSITORY BALANCES

Balances as of April 2009:

Checking Accounts:

Benchmark Community Bank	67,960.11
Wachovia Bank	186,936.69
BB&T	1,993,783.05
Bank of America	342,074.15

2,590,754.00

Investment Accounts:

Benchmark Community Bank	950,336.57
Wachovia Bank	0.00
Citizens Bank & Trust Company	236,009.83
BB&T	2,637,298.94
Planters Bank & Trust	398,260.08
Mentor Investments	162,364.45
SNAP (State Non-Arbitrage Plan)	183.55
Bank of America	2,450,672.75

6,835,126.17

BOARD OF SUPERVISORS

Calloway Johnson Moore	CH landscape plan	2,151.86
Farmville Herald	Advertising	195.00

COUNTY ADMINISTRATOR

Business Card	Postage	1,414.18	
	Meals	155.97	
	Envelopes	174.60	
	Auto license	5.00	1,749.75
AT&T	Phone		203.25
Moonstar BBS	Internet	95.00	
	Monthly service-July-Sept	50.00	145.00
Embarq	Phone		467.97
US Cellular	Phone		56.96
Diamond Springs	Equipment rental		8.95

Key Office Supply	Printer cartridge	18.57	
	Ink cartridges	89.98	
	Legal pads & toner	72.58	
	Copy paper	65.90	
	Legal pads	67.53	314.56
Walmart	Office supplies		76.26
Matthew Bender & Company, Inc.	09 Anno Citator	57.47	
	VA Code 2009 RV8A	54.71	112.18

COMMISSIONER OF REVENUE

AT&T	Phone		65.07
Treasurer of Virginia	Online service		125.38
Moonstar BBS	Monthly service-July-Sept		50.00
Ntelos	Internet		20.44
Embarq	Phone		203.50
Key Office Supply	USB cable		23.00

ASSESSOR

Marshall Thackston	Equalization Board meeting		100.00
Doris W. Farrar	Equalization Board meeting		100.00
James W. Garnett, Jr.	Equalization Board meeting		100.00
Cheryl B. Whirley	Equalization Board meeting		100.00
Farmville Herald	Advertising		92.63

TREASURER

James W. Elliott, Attorney	Delinquent land sales		390.00
AT&T	Phone		111.05
Treasurer of Virginia	Online service		125.38
Moonstar BBS	Monthly service-July-Sept		50.00
Embarq	Phone		225.26
Pitney Bowes Financial Services	Equipment lease		1,815.66
Mable Shanaberger	Meals	55.21	
	Lodging	304.71	359.92
Treasurer's Association of Virginia	Meeting registrations		260.00
Pitney Bowes, Inc.	Postage meter ink/tape		139.98

INFORMATION TECHNOLOGY

Business Data of Virginia, Inc.	Travel expenses		375.00
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REGISTRAR

U. S. Postal Service	Postage		440.00
AT&T	Phone		43.37
Treasurer of Virginia	Online service		3.25
Embarq	Phone		146.07
Dale L. Bolt	Mileage	89.10	
	Meal	18.05	107.15
Key Office Supply	Binders & labels		76.04

CIRCUIT COURT

AT&T	Phone		66.76
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Embarq	Phone		196.26
Key Office Supply	Binders		29.96

GENERAL DISTRICT COURT

AT&T	Phone-Juv. Prob.	238.01	
	Phone-J&D	137.14	
	Phone-Gen. Dist. Court	135.51	510.66
Embarq	Phone-J&D	96.11	
	Phone-Juv. Prob.	103.01	
	Phone-Gen. Dist. Court	299.08	498.20
U S Cellular	Phone		28.48
Key Office Supply	Bookcase		184.99

SPECIAL MAGISTRATES

AT&T	Phone		138.13
Treasurer of Virginia	Pager rental		16.36
McMillian Pager Service	Pager rental		31.80
Embarq	Phone		95.94

CLERK OF THE CIRCUIT COURT

Key Office Supply	Typewriter service contract		108.00
Whitecom Systems	Alarm system monitor		258.00
AT&T	Phone		128.00
Embarq	Phone		271.78
Machelle J. Eppes	Mileage	121.19	
	Reservation	195.00	
	Meal	6.00	
	Meeting registration	150.00	472.19
Kinex Networking Solution	Internet		74.95

LAW LIBRARY

Embarq	Data line		32.25
Matthew Bender & Company, Inc.	09 Anno Citator	57.47	
	VA Code 2009 RV8A	54.71	112.18

COMMONWEALTH'S ATTORNEY

Pitney Bowes Financial Services	Postage meter lease		105.87
AT&T	Phone		295.23
Kinex Networking Solutions	Internet		49.95
Embarq	Phone		300.06
Brian Butler	Mileage	213.40	
	Meals & lodging	729.50	942.90
James R. Ennis	Mileage	213.95	
	Meals & lodging	763.93	977.88
Morgan Greer	Mileage	173.80	
	Meals & lodging	758.20	932.00
Shred-It	Shredding service		42.00
Dayna Elick	Witness airfare		426.90

VICTIM WITNESS ASSISTANCE PROGRAM

Embarq	Phone		78.00
Sheraton Hotel	Reservation		218.96
VNVWC	Registration		150.00

SHERIFF

East End Motor Company, Inc.	Serviced transmission	323.80	
	Brake rotors	507.85	
	AC fan motor assembly	709.24	
	Transmission	2,491.01	
	Oil change	64.82	
	Brakes & rotors	718.75	4,815.47
Express Care	Oil change		38.99
Newman Tire Company, Inc.	Flat repair		10.88
ID Networks	Livescan maintenance fee		775.00
Howard Estes	Postage		3.00
UPS	Shipping		70.15
Kinex Networking Solution	DSL & webhosting		139.85
Embarq	Radio		10.51
Joseph Sprague	Meals		17.61
Central Virginia-Criminal Justice	Firearms training		250.00
Business Card	Gas	31.00	
	Fees	113.35	144.35
William D. Shular, Jr.	Gas		33.00
Quantum Graphics/Uniforms	Uniforms		77.40
Matthew Bender and Company, Inc.	VA Code 09 RV4		54.50

SHERIFF - COURTS

Michael Jackson	Meal		5.47
Quantum Graphics/Uniforms	Uniforms		77.50

FARMVILLE VOLUNTEER FIRE DEPARTMENT

East End Motor Company, Inc.	Truck repairs		1,273.38
Farmville Volunteer Fire Department	Internet	24.90	
	Cell phone	81.16	
	Postage	44.00	150.06
Key Office Supply	Expanding file/pads		7.01
Singer Associates Fire Equipment	Annual inspection/maintenance	5,512.05	
	Repair air leak	684.55	
	Light	329.64	6,526.24
Taylor-Forbes Equipment Company	Truck part		3.65

DARLINGTON HEIGHTS VOLUNTEER FIRE DEPARTMENT

Hometryst Bank	Truck payment		23,854.55
Safe Air Systems, Inc.	Routine service		426.56
Embarq	Phone		88.28
VFIS	Commercial excess insurance	187.00	
	Package insurance	2,447.00	2,643.00
Dominion Virginia Power	Electric service		9.00

RICE VOLUNTEER FIRE DEPARTMENT

East End Motor Company, Inc.	Fuel pump	1,055.18
Farmville Wholesale Electric	Light clips	9.72
Stellar One Bank	Loan payment	501.50
Southside Electric Cooperative	Electric service	368.87
The First Signs of Fire	Accountability tags	105.50
Verizon	Phone	131.43
Witmer Public Safety Group	Fire hooks/ax	569.97

PAMPLIN VOLUNTEER FIRE DEPARTMENT

Pamplin Volunteer Fire Department	Fuel	251.11
Verizon	Phone	50.98
Dominion Virginia Power	Electric service	329.41

MEHERRIN VOLUNTEER FIRE DEPARTMENT

Commtronics of Virginia	Radio repairs	267.83
Parker Oil Company, Inc.	Diesel	301.14
Jack L. Slagle Fire Equipment	Strobe tube	79.59
US Cellular	Phone	154.76
Verizon	Phone	156.13
Dominion Virginia Power	Electric service	471.28
PF Distribution Center, Inc.	Scene safety lights	628.85

FOREST FIRE PREVENTION

State Forester	Forest fire control	12,040.29
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EMERGENCY SERVICES

Korman Signs	Signs & hardware	547.04
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BUILDING OFFICIAL

East End Chevron	Oil change	32.85
US Cellular	Phone	28.48
Coy Leatherwood	Meal	5.56

ANIMAL CONTROL

Ridge Animal Hospital	Office visit/exam	42.00	
Dominion Virginia Power	Electric service	84.47	
US Cellular	Phone	56.96	
Curtis Hamlett	Bounty	50.00	
Mark Jenkins	Bounty	50.00	
Southern States	Feedbags	75.00	
Walmart	Food/litter/repellent	72.36	
	Cleaning supplies	12.03	84.39

MEDICAL EXAMINER

Treasurer of Virginia	Coroner	40.00
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BIOSOLIDS MONITORING

Tri-County Ford-Mercury	Wheel bearing/oil change	652.89
Manuel H. Toombs, Jr.	Internet service - 1 Year	120.00

US Cellular	Phone		28.48
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REFUSE DISPOSAL

Resource International	Stormwater plan update	950.25	
	Stormwater permit compliance	911.45	
	MRF assessment	812.00	
	Groundwater monitoring	9,710.86	12,384.56
Luck Stone Corporation	Stone		353.43
Moore Scale Service-Western VA	Scale repairs		3,077.17
Newman Tire Company, Inc.	Flat repair		30.95
Southern States	Straps & gloves		35.93
Arena Trucking Company	Trash collection		374.00
Wright's Excavating	Landfill operation		42,187.50
Emanuel Tire of Virginia	Tire recycling		2,598.30
Southside Electric Cooperative	Pamplin site		51.44
Dominion Virginia Power	Leachate pump	205.04	
	Scalehouse	53.35	
	Cell C pump station	19.81	
	Green Bay site	40.74	
	Worsham site	32.79	
	Prospect site	57.52	
	Landfill site	31.85	441.10
AT&T	Phone		153.38
Embarq	Phone		196.31
US Cellular	Phone		28.48
Verizon	Phone		113.74
O. O. Stiff, Inc.	Monthly service		662.50
Treasurer of Virginia	Annual fee		2,819.51

SANDY RIVER RESERVOIR

Department of Game & Inland Fisheries	Grass carp		6,520.00
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GENERAL PROPERTIES

OK Termite & Pest Control	Exterminating service		150.00
Newman Tire Company, Inc.	Mower flat repair		10.88
Southside Electric Cooperative	SRR lights		30.55
Dominion Virginia Power	Roy Clark monument	16.85	
	Courthouse	11,261.94	
	Shop	26.28	
	Sheriff's Department shed	5.50	
	Worsham Clerk's office	46.58	11,357.15
Embarq	Phone		63.62
US Cellular	Phone		85.45
O. O. Stiff, Inc.	Monthly service		100.00
Wilco, Inc.	Janitorial supplies		363.50
Ayers Building & Supply Company	Locks		26.43
Business Card	Panic button		199.90
Diamond Springs	Equipment rental		8.95
East End Chevron	Ice		9.40
Farmville Wholesale Electric	Electric covers/screwdriver	27.32	

	Fuses	9.00	36.32
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CANNERY

Dixie Canner Company	Seamer parts		94.78
Southside Electric Cooperative	Electric service		148.75
Business Data of Virginia, Inc.	Norton Anti-virus		49.95

CHAPTER X BOARD

Crossroad Services Board	Local support		15,660.75
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COMPREHENSIVE SERVICES ACT

Amanda Blackburn	Foster care		525.00
Business Card	Foster care		40.47
Crossroads Services Board	Professional Services		3,785.00
Emmanuel Family Services	Professional Services		400.00
Family Preservation Service	Professional services		3,620.00
Betty Fisher	Foster care		189.48
Juanita Fisher	Foster care		230.00
Ryan Frey	Foster care		448.00
Frances Gibbs	Foster care		525.00
Grafton School, Inc.	Professional Services		13,330.75
Heartland Family Counseling	Professional Services		2,200.00
Shirley Hicks	Foster care		101.61
Helton House, Inc.	Professional Services		6,286.95
Kristy Howells	Foster care		896.00
Jennifer Kingsley	Foster care		541.52
Bonnie Mills	Foster care		38.20
Dekeace Morton	Foster care		666.00
Joan Osborne	Foster care		510.10
Pickett Park Day Care Center	Foster care		357.00
Poplar Springs Hospital	Professional Services		2,480.00
I'Shawn Smith	Foster care		644.00
Stepping Stones Day Care	Foster care		111.28
Bridges of Farmville	Foster care		299.92
Extended Care Associates	Foster care		27.60
Key Office Supply	Ink cartridges		49.97

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
James Robert Wilck	Commission meeting		100.00

Farmville Herald	Advertising		287.64
FedEx	Shipping		23.06
US Cellular	Phone		56.96
Jonathan Pickett	Mileage	340.17	
	Gas	10.00	350.17
Treasurer of Virginia	Registration		75.00
Rural Planning Caucus of Virginia	Registration		100.00

ECONOMIC DEVELOPMENT

Town of Farmville	Tourism brochure ad		1,964.47
Dominion Virginia Power	Electric service		488.02
Business Card	Postal services	1,424.79	
	Postage	28.95	
	Meal	10.00	
	Conference registration	100.00	
	Shipping charges	530.27	
	Framing	193.45	
	Service charge	1.00	
	Fees	62.35	2,350.81
Key Office Supply	Mouse pad/USB cable		11.98

COOPERATIVE EXTENSION OFFICE

Embarq	Phone		96.22
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CAPITAL PROJECTS

Price Supply Company, Inc.	Heating/cooling unit		1,235.00
Sherwin Williams Company	Paint/primer/rollers		392.39
Timmons Group	GPS project		1,650.00

DEBT SERVICE

Rural Development	Courthouse loan		16,626.00
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LANDFILL CONSTRUCTION FUND

R. M. Soderquist, Inc.	Cell D construction		10,935.52
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WATER FUND

Town of Farmville	Infrastructure payment		616,000.00
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SEWER FUND

Dominion Virginia Power	Infrastructure payment		616,000.00
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RETIREMENT BENEFIT FUND

Anthem BCBS	Retiree health insurance		880
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PIEDMONT COURT SERVICES

Dominion Virginia Power	Electric Service		263.06
AT&T	Phone		130.64
Embarq	Phone		204.69
Sandy Fox	Airfare	267.40	
	Mileage	164.78	

	Meals	85.03	517.21
Sheena Franklin	Mileage		221.10
Sharon Gray	Mileage		294.80
Connie Stimpson	Mileage		11.88
Renee T. Maxey	Mileage		181.75
Rebecca Moss	Mileage		145.75
Andy Mays	Meals		105.44
William Dewindt	Install anti-virus		150.00

PCS SUPERVISION FEES EXPENDITURES

SRP Corporation, LLC	Rent		2,383.00
Page Hardy	Cleaning service		210.00

PCS DRUG TESTING FEES

Kroll Laboratory	Drug testing		58.44
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In Re: Budget Request – Habitat for Humanity

Chairman Fore said Habitat for Humanity is holding a program to raise awareness and to encourage involvement in the youth in the community. He said sponsorships are available.

Supervisor Gilfillan said that Habitat for Humanity is an important program but in light of the current economic environment and in learning that the Governor has made more budget cuts, did not feel that the County should donate more than what it already has for the budget year.

Supervisor Jones said the Board previously approved a FY 10 donation to Habitat for Humanity in the amount of \$4,750.

Supervisor Jones made a motion to deny the donation request from Habitat for Humanity; 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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Supervisor Ward suggested that the Board send a letter to Habitat for Humanity in support of the program, and encouraged the Board members to participate as private citizens, and also asked the Board to encourage the public to support the program as well.

In Re: Law Enforcement Supplemental Retirement Rate

Effective in FY99, the Board of Supervisors approved the implementation of a County funded benefit program similar to the VRS's special retirement benefit program for Law Enforcement Officers, commonly known as LEOS.

The Commonwealth mandated localities to provide this benefit through VRS effective July 1, 2008 for eligible retirees who retire after July 1, 2008. The County currently has one retiree under the County funded plan. It has been the practice of the County to provide the same level of benefit for employees as if they were under the VRS. VRS increased the supplement from \$11,508 to \$12,456 per year effective July 1, 2009. This increase was not included in the budget approved by the Board for the new Fiscal Year.

After some discussion, Supervisor Gilfillan made a motion to authorize budget amendments and appropriations as follows:

		<u>Debit</u>	<u>Credit</u>
3-100-41050-0100	General Fund/From Fund Balance		\$ 948
4-100-93000-0732	General Fund/Transfer to Retirement Fund	\$ 948	
3-732-41050-0100	Retirement Fund/Transfer from General Fund		\$ 948
4-732-02230-1101	Retirement Fund/LEOS Disbursement	\$ 948	

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: Virginia Department of Forestry

Mr. Tom Zaebst, Assistant State Forest Manager, Virginia Department of Forestry, presented a check to the Board of Supervisors for the County's share of the Prince Edward-Gallion State Forest sale of timber proceeds, in the amount of \$46,552.76.

In Re: Highway Matters

Mr. Alan Leatherwood, Resident Highway Engineer, said the Access Management Regulations are being changed and were to go into effect for primary roads, local and collector streets on October 1, 2009 but will not go into effect until October 14, 2009. He said these new regulations could impact the County's subdivision ordinance to make certain that the ordinance is compliant with the new regulations on Access Management.

Mr. Leatherwood said the Route 460 construction is half-finished. Mr. Leatherwood added the primary roadways will be trimmed 18' from the edge of the pavement or the ditch, and secondary roadways will be trimmed 9' from the edge of the pavement. He said cutting on the secondary roadways began today, September 8, 2009.

Supervisor Moore said a pine tree limb on High Rock Road had been hit by a log truck and the remains of the limb needs to be cut as it poses a traffic danger.

In Re: Public Hearing – County Flood Plain Ordinance

Chairman Fore announced this was the date and time scheduled for a public hearing on the proposed amendments to Chapter 54, Article 2, of the *Prince Edward County Code*, also referred to as the Prince Edward County Flood Plain Ordinance, to bring the ordinance into compliance with new federal and state guidelines. Notice of this hearing was advertised according to law in the August 21, 2009 and August 28, 2009 issues of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

Mr. Jonathan Pickett, Director of Planning and Community Development, said the County recently received new floodplain maps from the Federal Emergency Management Agency (FEMA), the first update since 1977. He said due to the map revisions, the county must also amend the existing county floodplain ordinance to take into account new federal language and incorporate the new maps effective

dates into the ordinance. Mr. Pickett added the Flood Plain Ordinance has been reviewed and approved by the state.

Chairman Fore opened the public hearing.

Bemeche Hicks, Lockett District, said he attended a meeting of the Planning Committee, who knew nothing about the Flood Plain or how much flood plain footage is around the Sandy River Reservoir. He asked about the Federal minimum or maximum footage required around the reservoir, and said the Planning Commission should know of the flood plain and should be inclusive with the Overlay District.

Mr. Pickett said the meeting Mr. Hicks referred to was the Sandy River Reservoir Overlay Protection District Committee meeting, which is a completely separate issue. He said there is no particular study, and the floodplain district is based on elevation. He said the spillway at Sandy River Reservoir is 10' above normal pool, and FEMA estimates where the floodplains are. He added that in town, it is much more necessary to know the areas subject to flooding. Mr. Pickett said the County owns all of what is designated as the 100 Year Flood Plain around the Sandy River Reservoir, but there is not a definitive setback from the reservoir for flood plain.

There being no one else wishing to speak, Chairman Fore closed the public hearing.

Supervisor Jones made a motion to adopt the amended Floodplain Ordinance; 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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Article D. Floodplain Districts

Division I General Provisions

Section 54-31. Purpose.

The purpose of these provisions is to prevent: the loss of life and property, the creation of health and safety hazards, the disruption of commerce and governmental services, the extraordinary and unnecessary expenditure of public funds for flood protection and relief, and the impairment of the tax base by

- A. regulating uses, activities, and development which, alone or in combination with other existing or future uses, activities, and development, will cause unacceptable increases in flood heights, velocities, and frequencies;
- B. restricting or prohibiting certain uses, activities, and development from locating within districts subject to flooding;
- C. requiring all those uses, activities, and developments that do occur in flood-prone districts to be protected and/or flood-proofed against flooding and flood damage; and,
- D. protecting individuals from buying land and structures which are unsuited for intended purposes because of flood hazards.

Section 54-32. Applicability

This article applies to all unincorporated lands within Prince Edward County and identified as being in the 100-year floodplain by the Federal Insurance Administration.

Section 54-33. Compliance Liability

- A. No land shall hereafter be developed and no structure shall be located, relocated, constructed, reconstructed, enlarged, or structurally altered except in full compliance with the terms and provisions of this article and any other applicable ordinances and regulations which apply to uses within the jurisdiction of this article.
- B. The degree of flood protection sought by the provisions of this article is considered reasonable for regulatory purposes and is based on acceptable engineering methods of study. Larger floods may occur on rare occasions. Flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that districts outside the floodplain district, or that land uses permitted within such district will be free from flooding or flood damages.
- C. Records of actions associated with administering this ordinance shall be kept on file and maintained by the Zoning Officer.
- D. This article shall not create liability on the part of Prince Edward County or any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

Section 54-34. Abrogation and Greater Restrictions

This article supersedes any ordinance currently in effect in flood-prone districts. However, any underlying ordinance shall remain in full force and effect to the extent that its provisions are more restrictive than this article.

Section 54-35 Severability

If any section, subsection, paragraph, sentence, clause, or phrase of this article shall be declared invalid for any reason whatever, such decision shall not affect the remaining portions of this article. The remaining portions shall remain in full force and effect; and for this purpose, the provisions of this article are hereby declared to be severable.

Section 54.36 Penalty for Violations

Any person who fails to comply with any of the requirements or provisions of this article or directions of the director of planning or any authorized employee of Prince Edward County shall be guilty of a misdemeanor and subject to the penalties therefore.

In addition to the above penalties, all other actions are hereby reserved, including an action in equity for the proper enforcement of this article. The imposition of a fine or penalty for any violation of, or noncompliance with, this article shall not excuse the violation or noncompliance or permit it to continue; and all such persons shall be required to correct or remedy such violations or non-compliances within a reasonable time. Any structure constructed, reconstructed, enlarged, altered or relocated in noncompliance with this article may be declared by Prince Edward County to be a public nuisance and abatable as such. Flood insurance may be withheld from structures constructed in violation of this article.

Division II Definitions

Section 54.56

- A. Base flood - The flood having a one percent chance of being equaled or exceeded in any given year.
- B. Base flood elevation - The Federal Emergency Management Agency designated one hundred (100)-year water surface elevation.
- C. Basement - Any area of the building having its floor sub-grade (below ground level) on all sides.
- D. Board of Zoning Appeals - The board appointed to review appeals made by individuals with regard to decisions of the Zoning Administrator in the interpretation of this article.
- E. Development - Any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
- F. Elevated building - A non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, or columns (posts and piers).
- G. Encroachment - The advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.
- H. Existing manufactured home park or subdivision - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and

either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

- I. Expansion to an existing manufactured home park or subdivision - the preparation of additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
- J. Flood or flooding -
 - 1. A general or temporary condition of partial or complete inundation of normally dry land areas from
 - a. the overflow of inland or tidal waters; or,
 - b. the unusual and rapid accumulation or runoff of surface waters from any source.
 - 2. The collapse or subsistence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph 1 (a) of this definition.
 - 3. Mudflows which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- K. Flood Insurance Rate Map (FIRM) – an official map of a community on which the Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community.
- L. Flood Insurance Study (FIS) – an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudflow and/or flood-related erosion hazards.
- M. Floodplain or flood-prone area - Any land area susceptible to being inundated by water from any source.
- N. Floodproofing – any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
- O. Floodway - The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
- P. Freeboard - A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization in the watershed.
- Q. Highest Adjacent Grade – the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

- R. Historic structure - Any structure that is
1. listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 2. certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 3. individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
 4. individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either
 - a. by an approved state program as determined by the Secretary of the Interior; or,
 - b. directly by the Secretary of the Interior in states without approved programs.
- S. Lowest floor - The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Federal Code 44CFR §60.3.
- T. Manufactured home - A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term manufactured home also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days.
- U. Manufactured home park or subdivision - a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
- V. New construction - For the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after September 1, 1978, and includes any subsequent improvements to such structures. For floodplain management purposes, *new construction* means structures for which *start of construction* commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.
- W. New manufactured home park or subdivision - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.
- X. Recreational vehicle - A vehicle which is
1. built on a single chassis;
 2. 400 square feet or less when measured at the largest horizontal projection;
 3. designed to be self-propelled or permanently towable by a light duty truck; and,

4. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use.
- Y. Special flood hazard area - The land in the floodplain subject to a one (1%) percent or greater chance of being flooded in any given year as determined in Article 3, Section 3.2 of this article.
- Z. Start of construction - The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, substantial improvement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of the construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- AA. Structure – for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.
- Structure*, for insurance rating purposes, means a walled and roofed building, other than a gas or liquid storage tank, that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.
- BB. Substantial damage - Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- CC. Substantial improvement - Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the *start of construction* of the improvement. This term includes structures which have incurred *substantial damage* regardless of the actual repair work performed. The term does not, however, include either:
1. any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or
 2. any alteration of a *historic structure*, provided that the alteration will not preclude the structure's continued designation as a *historic structure*.
- DD. Watercourse - A lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.
- EE. Violation - means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

Division III Establishment of Districts

Section 54-76 Basis of Districts

The various floodplain districts shall include special flood hazard areas. The basis for the delineation of these districts shall be the Flood Insurance Study (FIS) and the Flood Insurance Rate Maps (FIRM) for Prince Edward County prepared by the Federal Emergency Management Agency, Federal Insurance Administration, dated October 2, 2009, as amended.

The Floodway District is delineated, for purposes of this article, using the criterion that certain areas within the floodplain must be capable of carrying the waters of the one hundred (100)-year flood without increasing the water surface elevation of that flood more than one (1) foot at any point. The areas included in this District are specifically defined in the above-referenced Flood Insurance Study and shown on the accompanying Flood Boundary and Floodway Map or Flood Insurance Rate Map.

The Special Floodplain District shall be those areas identified as an AE Zone on the maps accompanying the Flood Insurance Study for which one hundred (100)-year flood elevations have been provided.

The Approximated Floodplain District shall be those areas identified as an A Zone on the maps accompanying the Flood Insurance Study. In these zones, no detailed flood profiles or elevations are provided, but the one hundred (100)-year floodplain boundary has been approximated.

Section 54-77 Overlay Concept

1. The Floodplain Districts described above shall be overlays to the existing underlying districts as shown on the Official Floodplain Ordinance Map, and as such, the provisions for the floodplain districts shall serve as a supplement to the underlying district provisions.
2. If there is any conflict between the provisions or requirements of the Floodplain Districts and those of any underlying district, the more restrictive provisions and/or those pertaining to the floodplain districts shall apply.
3. In the event any provision concerning a Floodplain District is declared inapplicable as a result of any legislative or administrative actions or judicial decision, the basic underlying provisions shall remain applicable.

Section 54-78 Official Floodplain Map

The boundaries of the Special Flood Hazard Area and Floodplain Districts are established as shown on the Flood Boundary and Floodway Map and/or Flood Insurance Rate Map which is declared to be a part of this article and which shall be kept on file at the Prince Edward County Planning office.

Section 54-79 District Boundary Changes

The delineation of any of the Floodplain Districts may be revised by Prince Edward County where natural or man-made changes have occurred and/or where more detailed studies have been conducted or

undertaken by the U. S. Army Corps of Engineers or other qualified agency, or an individual documents the need for such change. However, prior to any such change, approval must be obtained from the Federal Insurance Administration.

Section 54-80 Interpretation of District Boundaries

Initial interpretations of the boundaries of the Floodplain Districts shall be made by the Zoning Officer. Should a dispute arise concerning the boundaries of any of the Districts, the Board of Zoning Appeals shall make the necessary determination. The person questioning or contesting the location of the District boundary shall be given a reasonable opportunity to present his case to the Board and to submit his own technical evidence if he so desires.

Section 54-81 Submitted Technical Data

A community's base flood elevation may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, a community shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and flood plain management requirements will be based upon current data.

Division IV District Provisions

Section 54-96 Permit and Application Requirements

A. Permit Requirement

All uses, activities, and development occurring within any floodplain district shall be undertaken only upon the issuance of a zoning permit. Such development shall be undertaken only in strict compliance with the provisions of the article and with all other applicable codes and ordinances, as amended, such as the Virginia Uniform Statewide Building Code (VA USBC) and Prince Edward County's Subdivision Regulations. Prior to the issuance of any such permit, the Zoning Officer shall require all applications to include compliance with all applicable state and federal laws. Under no circumstances shall any use, activity, and/or development adversely affect the capacity of the channels or floodways of any watercourse, drainage ditch, or any other drainage facility or system.

B. Alteration or Relocation of a Watercourse

Prior to any proposed alteration or relocation of any channel or of any watercourse within this jurisdiction, a permit shall be obtained from the U. S. Army Corps of Engineers, the Virginia Department of Environmental Quality, and the Virginia Marine Resources Commission (a joint permit application is available from any one of these organizations). Further notification of the proposal shall be given to all adjacent jurisdictions, the Division of Dam Safety and Floodplain Management (Department of Conservation and Recreation), and the Federal Insurance Administration.

C. Site Plans and Permit Applications

All applications for development within any floodplain district and all building permits issued for the floodplain shall incorporate the following information:

1. The elevation of the Base Flood at the site.
2. The elevation of the lowest floor (including basement).
3. For structures to be flood-proofed (non-residential only), the elevation to which the structure will be flood-proofed.
4. Topographic information showing existing and proposed ground elevations.

Section 54-97 General Standards

In all special flood hazard areas the following provisions shall apply:

- A. New construction and substantial improvements shall be according to the VA USBC, and anchored to prevent flotation, collapse or lateral movement of the structure.
- B. Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.
- C. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- D. New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- E. Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including duct work, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- F. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- G. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- H. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- I. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this ordinance shall meet the requirements of "new construction" as contained in this ordinance.
- J. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this ordinance, shall be undertaken only if said non-conformity is not furthered, extended, or replaced.

- K. Prior to any proposed alteration or relocation of any channels or of any watercourse, stream, etc., within this jurisdiction a permit shall be obtained from the U. S. Corps of Engineers, the Virginia Department of Environmental Quality, and the Virginia Marine Resources Commission (a joint permit application is available from any of these organizations). Furthermore, notification of the proposal shall be given by the applicant to all affected adjacent jurisdictions, the Department of Conservation and Recreation (Division of Dam Safety and Floodplain Management) and the Federal Insurance Administration.
- L. The flood carrying capacity within an altered or relocated portion of any watercourse shall be maintained.

Section 54-98 Specific Standards

In all special flood hazard areas where base flood elevations have been provided in the Flood Insurance Study or generated according Article 4, section 4.4 (A), the following provisions shall apply:

A. Residential Construction

New construction or substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor, including basement, elevated no lower than 1 foot above the base flood elevation.

B. Non-Residential Construction

New construction or substantial improvement of any commercial, industrial, or non-residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than 1 foot above the base flood elevation. Buildings located in all A, AE, and AH zones may be flood-proofed in lieu of being elevated provided that all areas of the building components below the elevation corresponding to the BFE plus one foot are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied.

C. Elevated Buildings

Enclosed areas, of new construction or substantially improved structures, which are below the regulatory flood protection elevation shall:

1. not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator).
2. be constructed entirely of flood resistant materials below the regulatory flood protection elevation;
3. in the Coastal High Hazard District, follow the standards for elevation outlined in Article 4, Section 4.9.
4. include, in Zones A, AO, and AE, measures to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet the following minimum design criteria:

- a. Provide a minimum of two openings on different sides of each enclosed area subject to flooding.
- b. The total net area of all openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding.
- c. If a building has more than one enclosed area, each area must have openings to allow floodwaters to automatically enter and exit.
- d. The bottom of all required openings shall be no higher than one (1) foot above the adjacent grade.
- e. Openings may be equipped with screens, louvers, or other opening coverings or devices, provided they permit the automatic flow of floodwaters in both directions.
- f. Foundation enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires openings as outlined above.

D. Standards for Manufactured Homes and Recreational Vehicles

- 1. All manufactured homes placed, or substantially improved, on individual lots or parcels, in expansions to existing manufactured home parks or subdivisions, in a new manufactured home park or subdivision or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood, must meet all the requirements for new construction, including the elevation and anchoring requirements in Article 4, section 4.2 (A) and (B), and section 4.3 (A).
- 2. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision in which a manufactured home has **not** incurred substantial damage as the result of a flood shall be elevated so that either
 - a. the lowest floor of the manufactured home is elevated no lower than 1 foot above the base flood elevation; or
 - b. the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade
 - c. and be securely anchored to the adequately anchored foundation system to resist flotation, collapse and lateral movement.
- 3. All recreational vehicles placed on sites must either
 - a. be on the site for fewer than 180 consecutive days;
 - b. be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions); or,
 - c. meet all the requirements for manufactured homes in Article 4, section 4.3 (D).

Section 54-100 Standards for the Floodway District

The following provisions shall apply within the Floodway District:

- A. Encroachments, including fill, new construction, substantial improvements and other developments are prohibited unless certification (with supporting technical data) by a registered professional engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood.

Development activities which increase the water surface elevation of the base flood may be allowed, provided that the applicant first applies – with Prince Edward County’s endorsement – for a conditional Flood Insurance Rate Map and floodway revision, and receives the approval of the Federal Emergency Management Agency.

- B. If Article 4, Section 4.6 (A) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 4.
- C. The placement of manufactured homes (mobile homes) is prohibited, except in an existing manufactured homes (mobile homes) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring, elevation, and encroachment standards are met.

Section 54-102 Standards for the Special Floodplain District

The following provisions shall apply within the Special Floodplain District:

Until a regulatory floodway is designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within the areas of special flood hazard, designated as Zones A and AE on the Flood Rate Insurance Map, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point within Prince Edward County.

Development activities in Zones A, AE, and AH, on Prince Edward County’s Flood Insurance Rate Map which increase the water surface elevation of the base flood by more than one foot may be allowed, provided that the applicant first applies – with Prince Edward County’s endorsement – for a conditional Flood Insurance Rate Map revision, and receives the approval of the Federal Emergency Management Agency.

Section 54-104 Standards for Approximated Floodplain

The following provisions shall apply with the Approximate Floodplain District:

The Approximated Floodplain District shall be that floodplain area for which no detailed flood profiles or elevations are provided, but where a one hundred (100)-year floodplain boundary has been approximated. Such areas are shown as Zone A on the maps accompanying the Flood Insurance Study. For these areas, the one hundred (100)-year flood elevations and floodway information from federal, state, and other acceptable sources shall be used, when available. Where the specific one hundred (100)-year flood elevation cannot be determined for this area using other sources of data, such as the U. S. Army Corps of Engineers Floodplain Information Reports, U. S. Geological Survey Flood-Prone Quadrangles, etc., then the applicant for the proposed use, development and/or activity shall determine this elevation in accordance with hydrologic and hydraulic engineering techniques. Hydrologic and hydraulic analyses shall be undertaken only by professional engineers or others of demonstrated qualifications, who shall certify that the technical methods used correctly reflect currently-accepted technical concepts. Studies, analyses, computations, etc., shall be submitted in sufficient detail to allow a thorough review by the Department of Planning and Community Development.

When such base flood elevation data is utilized, the lowest floor shall be 1 foot above the base flood elevation. During the permitting process, the applicant shall obtain:

- 1) the elevation of the lowest floor (including the basement) of all new and substantially improved structures; and,
- 2) if the structure has been flood-proofed in accordance with the requirements of this article, the elevation to which the structure has been flood-proofed.

Section 54-108 Standards for Subdivision Proposals

- A. All subdivision proposals shall be consistent with the need to minimize flood damage;
- B. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- C. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.

DIVISION V - VARIANCES: FACTORS TO BE CONSIDERED

In passing upon applications for Variances, the Board of Zoning Appeals shall satisfy all relevant factors and procedures specified in other sections of the zoning ordinance and consider the following additional factors:

- A. The showing of good and sufficient cause.
- B. The danger to life and property due to increased flood heights or velocities caused by encroachments. No variance shall be granted for any proposed use, development, or activity within any Floodway District that will cause any increase in the one hundred (100)-year flood elevation.
- C. The danger that materials may be swept on to other lands or downstream to the injury of others.
- D. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination, and unsanitary conditions.
- E. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owners.
- F. The importance of the services provided by the proposed facility to the community.
- G. The requirements of the facility for a waterfront location.
- H. The availability of alternative locations not subject to flooding for the proposed use.

- I. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
- J. The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
- K. The safety of access by ordinary and emergency vehicles to the property in time of flood.
- L. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site.
- M. The repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- N. Such other factors which are relevant to the purposes of this ordinance.

The Board of Zoning Appeals may refer any application and accompanying documentation pertaining to any request for a variance to any engineer or other qualified person or agency for technical assistance in evaluating the proposed project in relation to flood heights and velocities, and the adequacy of the plans for flood protection and other related matters.

Variances shall be issued only after the Board of Zoning Appeals has determined that the granting of such will not result in (a) unacceptable or prohibited increases in flood heights, (b) additional threats to public safety, (c) extraordinary public expense; and will not (d) create nuisances, (e) cause fraud or victimization of the public, or (f) conflict with local laws or ordinances.

Variances shall be issued only after the Board of Zoning Appeals has determined that the variance will be the minimum required to provide relief.

The Board of Zoning Appeals shall notify the applicant for a variance, in writing, that the issuance of a variance to construct a structure below the one hundred (100)-year flood elevation (a) increases the risks to life and property and (b) will result in increased premium rates for flood insurance.

A record shall be maintained of the above notification as well as all variance actions, including justification for the issuance of the variances. Any variances that are issued shall be noted in the annual or biennial report submitted to the Federal Insurance Administrator.

DIVISION VI – EXISTING STRUCTURES IN FLOODPLAIN AREAS

A structure or use of a structure or premises which lawfully existed before the enactment of these provisions, but which is not in conformity with these provisions, may be continued subject to the following conditions:

- A. Existing structures in the Floodway Area shall not be expanded or enlarged unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the proposed expansion would not result in any increase in the base flood elevation.
- B. Any modification, alteration, repair, reconstruction, or improvement of any kind to a structure and/or use located in any flood plain areas to an extent or amount of less than fifty (50) percent of its market value shall conform to the VA USBC.
- C. The modification, alteration, repair, reconstruction, or improvement of any kind to a structure and/or use, regardless of its location in a floodplain area to an extent or amount of fifty (50)

percent or more of its market value shall be undertaken only in full compliance with this ordinance and shall require the entire structure to conform to the VA USBC.

In Re: PPEA Project Interim Agreement

Mr. Bartlett said that on or about February 10, 2009 Prince Edward County selected the team of Crowder Construction Company and Draper Aden for the negotiation of interim and comprehensive agreements for the development, design and construction of a water treatment plant and distribution system.

An Interim Agreement has been negotiated consistent with the Design-Builder's proposal and the County's guidelines and procedures concerning the Public-Private Education Facilities and Infrastructure Act of 2002 as adopted on July 8, 2008.

Per Section IX.C of the County's guidelines, the County shall provide an opportunity for public comment, to include a Public Hearing held by the Board of Supervisors, 30 days prior to entering into an interim agreement

Mr. Bartlett said staff has considered the Proposal and determined it is in the best interest of the County to proceed and establish the 30 day period for public comment.

Ms. Linnell Stanhope, Crowder Construction, reviewed the terms and language of the agreement. Discussion followed. Ms. Stanhope said grant opportunities are available and present a sense of urgency because of application deadlines. Discussion followed regarding the benefits and disadvantages of service districts.

Mr. Bartlett said the interim agreement will provide information on rates, connection fees for the water system users, and other costs to make the system financially feasible. He said the costs pertain to water and sewer rates and not taxes. Mr. Bartlett said the first step is to obtain the cost to build, and then advertise for bids if the county desires to proceed.

Further discussion followed.

Supervisor Ward asked how the water system will be funded. Mr. Bartlett said the County's financial advisors will appear at the October Board meeting to discuss how the County could fund a water

system. Mr. Bartlett noted that municipal bond markets have relaxed their requirements since last fall's financial collapse. Thus, financing is now easier to obtain.

Supervisor Ward expressed his concern about rushing into something. Ms. Stanhope explained the process consists of two steps: the interim agreement, and the comprehensive agreement. She said this process eliminates risk and saves money. Mr. Bartlett said the Board has been discussing this project for over a year, and in depth for at least six months. He said 75% of the County's debt would be paid off in approximately ten years; water revenues alone probably will not pay for the project, and there will be a period of time that there will have to be some support from the General Fund, depending on the partners that come into the project. He added that information will become apparent from the financial analysis. He said the \$31 million estimate for a two million gallon per day water plant running water lines to Hampden-Sydney, but not to Crewe and Burkeville, can be downsized. Mr. Bartlett said the interim agreement will answer the questions that have been asked tonight. He stated that all the questions asked are good questions and they need to be answered. Only by entering into the interim agreement will the Board of Supervisors ever receive those answers.

Supervisor Ward asked if letters of intent were received from other localities interested in joining the Authority. Mr. Bartlett said he has been in touch with a few localities expressing interest, but has not requested letters of intent. He added that 33 years ago, in the initial environmental impact study done in 1976, it stated that there would be a 2 million gallon water plant built, and pipelines and specific pipe sizes had been designated: a 12" line to the Route 15 South corridor and Hampden Sydney and an 8" line to Rice, and it would also serve the Town of Farmville. He said the reservoir has been built but the project had not moved forward since that time.

Discussion followed on the landfill near the reservoir. Mr. Bartlett said sampling of the proposed intake site will be done weekly at three different depths for a period of 12 months. The information will be provided to the Virginia Department of Health to insure what is in the water, the concentrations of the various items and how it can be treated. He added the Health Department is more concerned with water quality than the surrounding ground.

Supervisor Jones made a motion to accept the interim agreement for the purposes of posting for public comment as specified in the County’s Guidelines and to authorize a public hearing for the October 13, 2009 Board of Supervisors meeting to receive comments; 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

INTERIM AGREEMENT

between

THE COUNTY OF PRINCE EDWARD, VIRGINIA

and

CROWDER CONSTRUCTION COMPANY

For

DESIGN AND CONSTRUCTION

of

SANDY RIVER RESERVOIR

WATER TREATMENT AND DISTRIBUTION PROJECT

-

Public-Private Education Facilities and Infrastructure Act of 2002

October , 2009

INTERIM AGREEMENT

THIS INTERIM (“Agreement”) is entered into as of October , **2009** (the “Effective Date”),
between **THE COUNTY OF PRINCE EDWARD, VIRGINIA** (“the Owner” or “the County”), and
CROWDER CONSTRUCTION COMPANY (“Design-Builder”), a North Carolina corporation,

licensed to perform general construction contracting in the Commonwealth of Virginia. The County and Design-Builder are referred to individually as a "Party" and collectively as "the Parties".

1. On July 8, 2008, the County enacted "Guidelines and Procedures" implementing the Public-Private Education Facilities and Infrastructure Act of 2002 (Va. Code §56-575.1, et seq.), establishing procedures for the development of public facilities through public-private partnerships ("Guidelines").
2. On or about October 17, 2008, the County received an unsolicited proposal ("Proposal" or "Conceptual Phase Proposal") from Design-Builder pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002 ("PPEA"), Va. Code § 56-575.1, et seq. (as amended) to develop, design and construct the Sandy River Reservoir Water Treatment and Distribution Project. For the purposes of this Interim Agreement, the term "Private Entity" as utilized in the PPEA shall be Crowder Construction Company.
3. Pursuant to the Guidelines, the County subsequently posted notice of, and advertised, its decision to accept Design-Builder's proposal for conceptual stage consideration.
4. On or about October 21, 2008, the County's Board of Supervisors, finding that it would be advantageous for the County to proceed with the Project (as defined below) using procedures for competitive negotiation, rather than sealed, competitive bids, given the probable scope, complexity and urgency of the Project, voted to accept the proposal for publication and conceptual stage consideration and caused the County Administrator to advertise for competing proposals.
5. On or about October 21, 2008, the County elected to solicit for consideration, competing proposals for the Project, in accordance with the PPEA and the Guidelines. No competing proposals were submitted within the time period established for receipt of same.
6. On or about February 10, 2009, the County selected Design-Builder for negotiation of interim and comprehensive agreements for the development, design and construction of the Project, all in accordance with the PPEA and the Guidelines.
7. The Parties have negotiated this Interim Agreement consistent with the PPEA, the Guidelines, other law, Design-Builder's Proposal, and discussions between representatives of the County and Design-Builder, the terms and conditions of which are set out in this Agreement.
8. Having considered Design-Builder's Conceptual Phase Proposal and other information, the County has determined that it is in the best interest of the County and the public purposes of the PPEA, as amended, to authorize Design-Builder to commence preparation of the Detailed Phase Proposal and to perform certain tasks in accordance with the following terms and conditions.

NOW THEREFORE, for and in consideration of the mutual promises, conditions and covenants herein set forth, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Definitions.** The following definitions apply to this Agreement. Capitalized Terms not defined herein shall have the meanings as defined in the PPEA, The Guidelines and Design-Builder's Conceptual Phase Proposal.

- a. "Interim Agreement Price" means the amount that the County will be obligated to pay the Design-Builder as stated at Article 7 of this Agreement.
 - b. "Project" means the design, development and construction of the Sandy River Reservoir Water Treatment and Distribution Project as contemplated by the Proposal. "Project" includes both the entirety of the Project or a part thereof.
 - c. "Proposal" means Design-Builder's Conceptual Phase Proposal dated October 17, 2008.
3. **Design-Builder's Responsibilities.**
- a. Design-Builder shall perform all services set forth in Exhibit A (the "Services").
 - b. Design-Builder shall provide the Services in accordance with the schedule set forth in Attachment 1 to Exhibit A ("Interim Agreement Schedule").
 - c. The County and Design-Builder shall use their best efforts to maintain the Interim Agreement Schedule, which can be modified by mutual written agreement of the Parties as circumstances warrant.
 - d. Design-Builder shall procure and maintain insurance in accordance with Exhibit D.
4. **County's Responsibilities.**
- a. The Owner shall have the responsibilities set forth herein as well as set forth in Exhibit B.
 - b. The Owner shall provide a proposed form of Comprehensive Agreement and design-build agreement in sufficient time to avoid delay to the Project.
5. **Interpretation and Intent.**
- a. Terms, words and phrases used in this Interim Agreement shall have the meanings given them in this Agreement and the Proposal.
 - b. This Interim Agreement forms the entire Agreement between Owner and Design-Builder. No oral representations or other agreements have been made by the Parties except as specifically stated in the Interim Agreement.
 - c. Execution of this Interim Agreement shall not bind the County to engage or retain Design-Builder for any additional services through a subsequent Interim Agreement, a Comprehensive Agreement or any other contract.
6. **Contract Price.**
- If Owner elects to proceed with the Project after acceptance of Design-Builder's detailed phase proposal, a Lump Sum Contract Price shall be set forth in the Comprehensive Agreement in accordance with the PPEA and the Guidelines.
7. **Interim Agreement Price and Payments.**
- a. **Interim Agreement Price:** Owner shall pay Design-Builder as set forth in Exhibit C.
 - b. **Progress Payments**

- i. Design-Builder shall submit to Owner on the fifth (5th) day of each month after execution of this Interim Agreement, Design-Builder's Application for Payment. The Schedule of Values upon which the Applications for Payment will be based shall be in form and level of detail required by Owner and reasonably acceptable to Design-Builder
 - ii. Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 7.b of this Interim Agreement, but in each case less the total of payments previously made.
8. If, at the sole election of the County, the County decides to proceed with the Project and enter a Comprehensive Agreement with Design-Builder, the Parties agree to negotiate in good faith a Comprehensive Agreement including terms and conditions as follow:
- a. Design-Builder shall self-perform schedule critical portions of the Project.
 - b. Design-Builder shall enter the Comprehensive Agreement in its corporate capacity, utilizing neither a special purpose entity nor joint-venture, partnership or other form of business association with a third-party. The County acknowledges Design-Builder's intent to utilize consultants, sub-consultants and other entities identified in the Proposal. Design-Builder shall not substitute another entity for the services to be performed by Draper Aden Associates as described in the proposal without the County's prior written approval, which approval shall not be unreasonably withheld.
 - c. Differing Site Conditions: Design-Builder shall assume liability for subsurface conditions that differ materially from conditions that would reasonably be anticipated by the Design-Builder, in the exercise of ordinary care and skill in performing and interpreting a geotechnical investigation conducted with the care and skill ordinarily used by members of the geotechnical engineering profession practicing in the Commonwealth of Virginia under similar conditions at the same time.
 - d. Design-Builder acknowledges that the County is prohibited by law from undertaking any indemnity obligations to Design-Builder.
9. **Stop Work and Termination for Cause.**
- a. **County's Right to Stop Work.** The County may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed ninety (90) consecutive days, unless the parties agree to further extend said suspension
 - b. **County's Right to Terminate for Cause.**
 - i. If Design-Builder persistently fails to (i) provide a sufficient number of design professionals; (ii) perform the Services with promptness and diligence to ensure that the detailed design and permitting are completed in accordance with the Interim Agreement Schedule; **OR IF** Design-Builder (i) becomes insolvent; (ii) makes a general assignment for the benefit of its creditors; (iii) commences or consents to any action seeking reorganization, liquidation or dissolution under any law relating to bankruptcy or relief of debtors; or (iv) commences or consents to any action seeking appointment of a receiver or trustee for itself or its assets, then the County, shall have the rights set forth in Article 9.b.ii below.
 - ii. Upon the occurrence of an event set forth in Article 9.b.i above, the County may provide written notice to Design-Builder that it intends to terminate the Interim Agreement unless the problem cited is cured, or reasonably commenced to be

cured, within 30 days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then the County may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration. In such case, Design-Builder shall not be entitled to receive any payment until the Services are complete. If the unpaid balance due Design-Builder under this subparagraph exceeds all direct costs, losses, and damages sustained by the County in completing the Services (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or other dispute resolution costs), such excess will be paid to Design-Builder. If such costs, losses and damages exceed such unpaid balance, Design-Builder shall pay the difference to the County.

- c. **Design-Builder's Right to Terminate for Cause.** Upon the County's failure to make payments in accordance with the provisions hereof, Design-Builder may, upon thirty (30) days written notice, terminate its obligation to provide further services.
10. **Termination for Convenience.** Upon seven (7) days written notice to Design-Builder, the County may, for its convenience and without cause, elect to terminate this Interim Agreement. In such event, the County shall pay Design-Builder for the following:
 - a. All Work executed in connection with the Interim Agreement in accordance with the payment terms of the Interim Agreement;
 - b. The County shall not be obligated to pay Design-Builder for profit on services not performed as a result of such termination.
 11. **Standard of Care:** Design-Builder agrees that the standard of care for all professional design services performed under this Interim Agreement shall be the care and skill ordinarily used by members of the design profession in the Commonwealth of Virginia practicing on similar projects at the same time.
 12. **Resolution of Disputes, Claims and Other Matters.** Disputes, claims and other matters in question between the Parties under the Interim Agreement shall only be resolved as follows:
 - a. The Parties shall first endeavor to resolve any disputes, claims or other matters in question between them through direct negotiations, and if such direct negotiations fail, by non-binding mediation, with the site of the mediation being the County of Prince Edward, Virginia, which is agreed to be the sole and exclusive venue. Should the dispute, claim, or other matter in question remain unresolved for the shorter of (i) the period following negotiation and mediation, or (ii) more than ninety (90) days after mediation is requested by a Party, either Party may proceed in accordance with subparagraph 12(b) below.
 - b. If the procedures of subparagraph 12(a) have been followed, but, more than ninety (90) days have passed since a Party has requested mediation, and the dispute, claim or matter in question remains unresolved, then either Party may institute a lawsuit in the Circuit Court of the County of Prince Edward, Virginia, and may pursue all available appeals in Virginia state courts, to the extent they have jurisdiction.
 - c. Nothing in paragraphs (a) or (b) shall prevent a Party from seeking temporary injunctive or other temporary equitable relief in the Circuit Court of the County of Prince Edward, Virginia if circumstances so warrant.
 - d. In the event of any dispute, claim, or other matter in question arising, Design-Builder shall continue its performance diligently during its pendency as if no dispute, claim or other matter

in question had arisen. During the pendency of any dispute in connection with the payment of moneys, Design-Builder shall be entitled to receive payments for non-disputed items.

13. **Notices.** All notices and demands by any party to any other shall be given in writing and sent by a nationally recognized overnight courier or by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To the County: Wade Bartlett, County Administrator
Prince Edward County, Virginia
Post Office Box 382
Farmville, Virginia 23901

With copies to: Office of the County Attorney
Prince Edward County, Virginia
Post Office Box 382
Farmville, Virginia 23901

To Design-Builder: Crowder Construction Company
Attn: Otis A. Crowder, President
6425 Brookshire Blvd.
Charlotte, NC 28216

With copies to: Carlos W. Norris, Vice President
Crowder Construction Company
1111 Burma Drive
Apex, NC 27539

Any party may, upon prior notice to the others, specify a different address for the giving of notice. Notices shall be effective one (1) day after sending if sent by overnight courier or three (3) days after sending if sent by certified mail, return receipt requested.

14. **Successors and Assigns.** Except as expressly otherwise provided, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Interim Agreement may not be assigned by Design-Builder without the prior written consent of the County, exercised in the sole discretion of the Board of Supervisors. Design-Builder acknowledges that the County may assign the Interim Agreement to the Virginia's Heartland Water and Sewer Authority, approval for which Design-Builder shall not unreasonably withhold or condition.
15. **Independent Contractor.** It is expressly understood and agreed by the Parties hereto that Design-Builder, in performing its obligations under this Interim Agreement, shall be deemed an independent contractor and not an agent, employee or partner of the County.
16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for the other counterpart.
17. **Governing Law.** The Interim Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.
18. **Annual Appropriation; Filing With Auditor of Public Accounts.** The financial obligations of the County contained in this Agreement are subject to annual appropriation. Within thirty (30) days after the date of this Agreement, the County shall submit a copy of this Agreement to the Auditor of Public Accounts, to the extent required by Va. Code § 56-575.9(F).

19. **Exhibits::** The following exhibits are attached and made part of the contract

1. Exhibit A – Design/Builder’s Services
2. Exhibit B – Owner’ Responsibilities
3. Exhibit C – Payments to Design/Builder for Services
4. Exhibit D – Insurance
5. Exhibit E – Proposal Form
6. Exhibit F – Dispute Resolution (**Not Used**)
7. Exhibit G – Allocation of Risks
8. Exhibit H – Special Provisions (**Not Used**)

DESIGN/BUILDERS SERVICES

Owner's Responsibilities

ARTICLE B1 – FURTHER RESPONSIBILITIES OF OWNER

B1.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall:

A. Prepare and provide to Design/Builder the Comprehensive Agreement, General Conditions, Supplementary Conditions, and Bond Forms which will be required in connection with the Comprehensive Agreement.

B. As appropriate, provide Design/Builder with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

C. Furnish copies of all design and Construction standards which Owner shall require to be included in the Contract Documents.

D. Furnish to Design/Builder any other available existing information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

E. Following Design/Builder's assessment of initially-available Project information and data, upon Design/Builder's request, furnish or otherwise make available such additional existing Project-related information and data as is reasonably required to enable Design/Builder to complete its Engineering Services. Such additional information or data may include the following:

1. Zoning, deed, and other land use restrictions;
2. Available existing data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the Site, Drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof;

3. Available existing environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas; and

F. Give prompt written notice to Design/Builder whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of Design/Builder's services, or any defect or nonconformance in Design/Builder's services.

G. Furnish, as appropriate, other services or provide written authorization to Design/Builder to provide required –Services Not Included (Currently) as set forth in Exhibit A, Part 4.

H. Arrange for safe access to and make all provisions for Design/Builder and Design/Builder's sub-consultants to enter upon public and private property as may reasonably be required for Design/Builder to perform services under the Agreement. This does not relieve the Design/Builder of its responsibility for safety with its own activities.

I. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Design/Builder (including obtaining advice of an attorney, insurance counselor, and other consultants as Owner deems appropriate with respect to such examination) and render in writing decisions pertaining thereto within a mutually agreeable time after receipt of documents.

J. Obtain reviews, approvals, and permits from all governmental authorities having jurisdiction over the Project or from such others as may be necessary for completion of each Phase of the services in this Agreement.

K. Provide, as required for the Project:

1. Accounting, bond, financial advisory, and insurance counseling services;

2. Legal services with regard to the Project as needed by Owner, or as Design/Builder reasonably requests.

L. Advise Design/Builder of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, Project peer review, value engineering, and constructability review.

M. Additional Owner responsibilities:

1. Costs of all permits to be paid directly by the Owner.

2. Coordinate meetings with Crewe and Burkeville or any other potential wholesale customers as needed.

3. Owner will pay the cost for any utility connections fees to the new plant facilities (e.g. Dominion Power, Verizon, etc.)

4. Owner will provide and pay for all third party reviews of the preliminary design and engineering services as needed.

5. Costs associated with railroad permits/flagmen will be paid by the the Owner.

6. Owner will review and agree with assumptions and projections for rates, fees, number of users, projected revenue, and cost sharing information to be used in the financial model prior to completion.

7. Owner shall provide preliminary financial model based on 10% conceptual cost estimates to potential wholesale partners. Owner shall allow for 120 days for potential wholesale partners to decide if they want to participate in the Project. Owner shall notify Design/Builder of the option selected based on the responses or lack of responses from the potential wholesale partners at the end of the 120 days. Design revisions after that period will be considered an Additional Service.

8. Owner will pay all legal and purchase costs associated with the acquisition of land or easements as required for the Project.

Payments to Design/Builder for Services

Article 4 of the Agreement is supplemented as follows:

ARTICLE 4–PAYMENTS TO DESIGN/BUILDER –LUMP SUM METHOD OF PAYMENT

C4.01 For Basic Services Having a Determined Scope

A. Owner shall pay Design/Builder for the Scope of Services set forth in Exhibit A, including all related expenses, as follows:

1. A Lump Sum of \$1,979,000 for the Scope of Services in Exhibit A allocated as follows:

- a. Financial Feasibility Services \$29,000
- b. Engineering Services \$1,599,000
- c. Preconstruction Services \$351,000

2. The Lump Sum includes compensation for Design/Builder's services and services of Design/Builder's Subcontractors, if any. Appropriate factors have been incorporated into the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

3. The portion of the Lump Sum billed will be based upon Design/Builder's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum for the phase.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.05 Insurance

The limits of liability for the insurance required by paragraph 6.05 of the Agreement are as follows:

A. By Design/Builder:

- 1. Workers' Compensation: Statutory
- 2. Employer's Liability –
 - Each Accident: \$500,000
 - Disease, Policy Limit: \$500,000
 - Disease, Each Employee: \$500,000
- 3. General Liability –
 - General Aggregate: \$2,000,000

Each Occurrence (Bodily Injury and Property Damage):	<u>\$1,000,000</u>	
4. Excess Umbrella Liability –		
Each Occurrence:	<u>\$5,000,000</u>	
General Aggregate:	<u>\$5,000,000</u>	
5. Combined Single Limit		
(Bodily Injury and Property Damage):		
Each Accident	<u>\$1,000,000</u>	
6. Professional Liability Insurance (by Design Professional)		
Per Claim:	\$2,000,000	
Aggregate:	\$3,000,000	7.
Other (specify):	\$	

B. By Owner:

1. General Liability:

General Aggregate:	<u>\$2,000,000</u>
Each Occurrence (Bodily Injury and Property Damage):	<u>\$1,000,000</u>
2. ~~Property Damage Liability Insurance:~~ ~~\$~~
3. Property Insurance: \$1,000,000
4. ~~Other (specify):~~ ~~\$~~
5. Additional Insureds. The following individuals or entities are to be listed on Owner's policies of insurance as additional insureds as provided in paragraph 6.05.B of the Agreement:

Crowder Construction Company, its officers, directors, employees and agents

Draper Aden Associates, its officers, directors, employees and agents

Proposal Form

ARTICLE E1 – LUMP SUM PROPOSAL

E1.01 General

- A. When the design and engineering is approximately 30% complete, the Design/Builder shall issue a review set to the Owner for comment. The Owner shall within forty-five (45) calendar days, submit a written response with comments requesting changes to the Conceptual Drawings or Specifications issued. The Design/Builder shall incorporate those changes into a final document in which the Lump Sum Proposal is based upon.
- B. The Design/Builder shall propose a Lump Sum which shall be the sum of the remainder of the design fee, the cost of the Design Professional's services during Construction, the cost of quality control testing services that fall outside the Owner's responsibility, Construction Project management, the cost of the Work and the Design/Builder's fee including overhead and profit.
- C. As the design and engineering is not finished at the time the Lump Sum Proposal is prepared, the Design/Builder shall provide in the Lump Sum for costs associated with the further development of the Drawings and Specifications by the Design Professional that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as Owner requested changes in scope, systems, kinds and quality of materials, finishes or equipment all of which, if required, shall be incorporated by Change Order.
- D. The Design/Builder shall include with the Lump Sum Proposal a written statement of its basis, which shall include:
 - a. A list of Drawings and Specifications and the conditions of the contract, which were used in preparation of the Lump Sum Proposal.
 - b. A list of the clarifications and assumptions made by the Design/Builder in the preparation of the Lump Sum proposal to supplement the information contained in the Drawings and Specifications.
 - c. The proposed Lump Sum as described in item B above.
 - d. A detailed schedule of Construction outlining the remaining Design Professional's tasks, permitting allowances, construction activities, start-up and testing, training of the Owner's operational staff, and facilities acceptance and commissioning. The schedule shall identify the Notice to Proceed date in which the Lump Sum Proposal was based upon.
- E. The Design/Builder shall meet with the Owner to review the Lump Sum Proposal and the written statement of its basis. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, the Owner shall promptly notify the Design/Builder, who shall make appropriate adjustments to the Lump Sum Proposal, its basis, or both.

Dispute Resolution

Intentionally Omitted

Allocation of Risks

The limitations on Design/Builder's liability and on damages set forth in this Exhibit G shall have no force and effect if Design/Builder and Owner enter into a contract for the remainder of the Work; in such case the terms of the subsequent contract shall establish the contractual limitations, if any, on Design/Builder's liability and on damages.

Paragraph 6.11 of the Agreement is amended and supplemented to include the following agreement of the parties:

G6.11.D Limitation of Design/Builder's Liability

1. *[Design/Builder's Liability Limited to Amount of Design/Builder's Compensation]*

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design/Builder and Design/Builder's officers, directors, partners, employees, agents, and Subcontractors, and any of them, to Owner and anyone claiming by, through, or under Owner, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the services included in this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty (express or implied) of Design/Builder or Design/Builder's officers, directors, partners, employees, agents, or Subcontractors, or any of them, shall not exceed the total compensation received by Design/Builder under this Agreement.

2. *[Exclusion of Special, Incidental, Indirect and Consequential Damages]*

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, Neither Owner nor Design/Builder and Design/Builder's officers, directors, partners, employees, agents, and Subcontractors shall be liable to one another or anyone claiming by, through, or under any of them, for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from or in any way related to services included in this Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty (express or implied) of Design/Builder or Design/Builder's officers, directors, partners, employees, agents, or Subcontractors, or any of them.

Special Provisions

Intentionally Omitted

In Re: Request from Herberton Virginia Development, LLC; Acceptance of Sewer Lines

Mr. Bartlett said the owners of Manor Resort requested Prince Edward County accept the transfer of the existing sewer infrastructure, with easements for access and maintenance, (The System) located on the property. This request is pursuant to Sections 14.2-2122 and 14.2-1800 of the Code of Virginia. Section 14.2-1800 allows any locality to acquire property by gift or bequest, and Section 15.2-2122 allows any locality to operate and maintain a sewer system.

Mr. Bartlett said The System includes 23,000 feet of sewer lines and 86 manholes. The Manor Resort had The System inspected by an engineering firm. The inspection determined The System was constructed in conformance with the plans and specifications and should operate as designed. After the inspection, a punch list of recommended repairs was developed. Mr. Bartlett recommended The Manor provide the Board certification the repairs have been made, and that The Manor be required to provide the County any maps and designs that exist of The System. Mr. Bartlett added that the County Attorney recommended The Manor be required to indemnify the County concerning any possible claims arising from ownership of The System.

Supervisor Simpson asked if all documentation has been received. Mr. Bartlett said it has not yet received anything concerning the easements, the indemnification for the County, the maps and designs of the system; but they have sent an email concerning the punch list and the work is complete.

Supervisor Simpson made a motion to decline acceptance of The System until the County has received the appropriate easements, the maps and designs of the system, and the documents indemnifying the County from any claim arising from the ownership of the lines. The motion carried:

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

A brief discussion followed on the separation between the Water Authority and the Board of Supervisors.

In Re: IDA Petition for Community Development Authority

Mrs. Sharon Carney, Director of Economic Development and Tourism, said that on August 14, 2009, the Prince Edward County Industrial Development Authority (IDA) approved the request to petition the County of Prince Edward for the formation of a Community Development Authority (CDA). The proposed CDA area would comprise the 94 acres that is under a contingent contract with the IDA for the development of the 150 room Granit Falls Hotel & Conference Center. The purpose of the organization of a CDA is to assist with the financing of the infrastructure improvements necessary for the development of the Center and is also a contingency of the pending contract.

After some discussion, Supervisor Moore made a motion to acknowledge receipt of the Petition to create the Granite Falls CDA; 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: Ratification of the County's 1999 Ordinance to Consider Petitions

Mrs. Sarah Puckett, Assistant County Administrator, said that in 1999, the Prince Edward County Board of Supervisors adopted an ordinance enabling the Board to assume the power to consider petitions for the creation of community development authorities. As there have been significant changes in the membership of the Board of Supervisors and to the Code of Virginia since that time, the staff recommends ratification of the 1999 Ordinance.

Supervisor Gilfillan made a motion to authorize a public hearing for the October 13, 2009 Board of Supervisors meeting to consider ratification of the 1999 enabling ordinance; 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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AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF PRINCE EDWARD, VIRGINIA
ELECTING TO ASSUME THE POWER TO CONSIDER PETITIONS
FOR THE CREATION OF COMMUNITY DEVELOPMENT AUTHORITIES

WHEREAS, The Virginia Water and Waste Authorities Act (the "Act") empowers any county not otherwise authorized by the Act to, by ordinance, elect to assume the power to consider petitions for the creation of community development authorities in accordance with the Act; and

WHEREAS, following a public hearing held in accordance with the Act, the Board of Supervisors of the County of Prince Edward, Virginia has determined that it is

in the best interest of the County of Prince Edward, Virginia (the "County") for the County to elect to assume such power to consider petitions for the creation of community development authorities.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PRINCE EDWARD, VIRGINIA:

1. The County hereby elects to assume the power to consider petitions for the creation of community development authorities in accordance with the Act. Said petitions shall be filed in accordance with the Act and any regulations as established by the Prince Edward County Board of Supervisors.
2. This Ordinance shall become effective upon adoption.

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF PRINCE EDWARD, VIRGINIA
RATIFYING AN ORDINANCE ADOPTED FEBRUARY 9, 1999,
ELECTING TO ASSUME THE POWER TO CONSIDER PETITIONS
FOR THE CREATION OF COMMUNITY DEVELOPMENT AUTHORITIES

WHEREAS, the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2, Code of Virginia Of 1950, as amended (the "Act") empowers any county, by ordinance, to elect to assume the power to consider petitions for the creation of community development authorities in accordance with the Act; and

WHEREAS, following a public hearing held in accordance with the Act, the Board of Supervisors of the County of Prince Edward, Virginia (the "Board"), on February 9, 1999, adopted an Ordinance (the "1999 Ordinance") electing to assume the power to consider petitions for the creation of community development authorities; and

WHEREAS, the Board proposes to adopt an ordinance ratifying the 1999 Ordinance and has held a public hearing thereon;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PRINCE EDWARD, VIRGINIA:

1. The Board hereby ratifies the 1999 Ordinance and the 1999 Ordinance shall be effective from the date of its adoption and shall remain in full force and effect.
2. This Ordinance shall become effective upon adoption.

In Re: Letter of Support

Mrs. Carney said that at the August 14, 2009 Industrial Development Authority (IDA) Meeting, the Authority approved the submittal of an Economic Development Administration (EDA) grant on behalf

of the development of the 150 room Granite Falls Hotel & Conference Center. The grant request amount will be for \$3 million and is to be used only for public improvements such as water and sewer lines, communication lines, etc. necessary for the development of the Center. Once installed, these utility and public improvements will be beneficial for additional development in the area.

Mrs. Carney said the EDA grant application requires the municipality where a proposed EDA project is to be located to provide a letter of support since the funds are to be used for public improvements. She said the Prince Edward IDA is respectfully requesting the County of Prince Edward Board of Supervisors to provide a letter of support for the proposed Granite Falls Hotel & Conference Center Economic Development Administration Grant in the amount of \$3 million. Assisting with writing and application of grants on behalf of the Granite Falls Center is one of the contingencies of the pending contract for the IDA.

Mrs. Carney said any required matching funds for this grant will be paid for by other grant opportunities or through other financing methods by the developer and/or a proposed CDA financing. Notification of an EDA grant approval usually takes six months; the IDA is requesting the letter of support at this time to be available for spring 2010 construction. She added that to move forward with the project in a timely manner will also enable the IDA to take advantage of the very reasonable construction costs and will help to generate many local employment opportunities.

Supervisor Moore made a motion to approve a letter of support for the IDA's submittal of an EDA Grant for \$3 million, and to authorize the Board of Supervisors Chairman and/or County Administrator to sign the letter of support.

After some discussion, 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

In Re: Request to CRC: Local Food/Sustainable Agriculture

Mr. Bartlett said many communities and regions across Virginia and the nation have initiated programs involving the creation of local food systems and sustainable agriculture opportunities. The Board of Supervisors identified “sustainable agriculture” as one of its priorities for FY 2009-2010 in its strategic action plan. He said staff recommends sending a letter of request be sent to the CRC asking them to assist our region with beginning a “regional conversation” involving a broad representation of interested stakeholders and agricultural professionals.

Mr. Bartlett said the plan could also involve determining feasibility and cost of upgrading the cannery from a home-use only facility to a commercial-grade facility to allow cannery users to sell their products. He said the first step in this process would be to request an inspection from the Virginia Department of Agriculture and Consumer Services. Mr. Bartlett said that it would not affect the current cannery users.

Supervisor Moore made a motion to approve a letter of request to the CRC asking for their assistance with initiating a regional conversation and determining regional support for the creation of a local food system and sustainable agriculture opportunities, and to authorize a letter be sent to VDACS requesting their assistance with evaluating the County cannery for the feasibility of upgrading it to a commercial grade facility. 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: Amendment to Building Inspection Fee Schedule

Chairman Fore said the Building Official’s office has been receiving an increasing number of requests to inspect adult group homes in the county, which are usually single family homes that are converted into group quarters. Prior to their being used as group homes, the Building Official must inspect the structures to insure all fire and other safety codes are met.

The inspection fee schedule does not currently address this type of inspection. The Building Official is recommending that a new classification entitled "Occupancy Permits" be added to the County fee schedule with a proposed fee of \$75.00.

Supervisor Jones made a motion to approve the amended Building Inspection Fee Schedule to include "Occupancy Permits" with a fee of \$75.00. 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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PRINCE EDWARD COUNTY
BUILDING PERMIT FEES
EFFECTIVE JULY 1, 2009

No permit to begin work for new construction or other building operation shall be issued until the fees prescribed in this section have been paid. The fees shall be affixed at the following rates:

(1)	<i>Single-family/Multi-family and duplex dwellings. . . .</i>	Minimum \$ 150
	Or, per square foot.	\$.20
(2)	<i>Manufactured Homes</i>	Minimum \$ 100
	Or, per square foot.	\$.10
(3)	<i>Additions:</i>	
	Additions or remodeling to living area.	Minimum \$ 75
	Or, per square foot.	\$.15
	Pools (above ground)	\$ 35
	Pools (in-ground).	\$ 75
	Carports, porches, decks	\$ 75
	Garages (sheds/shops)	
	Less than 150 sq ft	no fee
	More than 150 sq ft	Minimum \$ 75 or \$.15 sq ft

(4)	<i>Electrical, plumbing and mechanical</i>		\$ 50
	(each must be pulled in addition to new construction permit)		
	<i>Electrical reconnect</i>		\$ 35
(5)	<i>Farm buildings: (must provide tax form Schedule F)</i>		no fee
	Electrical connection to farm building		\$ 35
(6)	<i>Demolition</i>		\$ 50
(7)	<i>Churches, volunteer fire departments, rescue squads:</i>	charge commercial rate	
(8)	<i>Commercial:</i>		
	New structures.	Minimum	\$ 150
	Or, per square foot:		
	Up to 10,000 square feet.		\$.12
	Over 10,000 square feet		\$.08
	Additions	Minimum	\$ 100
	Or, per square foot.		\$.10
	Electrical, plumbing, mechanical		\$ 100
	(each must be pulled in addition to new construction permit)		
(9)	<i>Towers.</i>		
	New Construction.		\$ 750
	Collocation		\$ 500
(10)	<i>Amusement Rides (mechanical)</i>		
	Major	(per ride)	\$ 35
	Kiddie	(per ride)	\$ 15
(11)	<i>Signs</i>		\$ 40
(12)	<i>Request for refund, 80% of permit cost.</i>		
(13)	<i>Building Official may impose re-inspection fee after 2nd failure</i>		\$ 25
(14)	<i>Building permits required for construction costs over \$2,000</i>		
(15)	<i>Occupancy permit (excludes new construction, addition, remodel)</i>		\$ 75

** The Commonwealth of Virginia imposes a 2 % levy on all building permit fees.

In Re: County Administrator's Report

Mr. Bartlett said the Governor announced further budget reductions; he said further review is necessary but it appears the County will see budget reduction in the \$100,000 to \$200,000 range.

Mr. Bartlett reviewed a Wiley & Wilson Task Order for additional services during the Interim Phase. He said the engineering consultation services in regard to the PPEA process would be charged at an hourly rate as needed, and that some of the costs would be paid for by the \$50,000 received from Crowder Construction for services as required in the PPEA.

Supervisor McKay made a motion to approve the "Additional Services Task Order 2009-05" as submitted by Wiley & Wilson. 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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In Re: Budget Request - NAACP

Chairman Fore said the NAACP is requesting a greetings letter and asked the Board to purchase a table at the NAACP Centennial Banquet at the cost of \$250.

After some discussion, Supervisor Gilfillan made a motion to authorize a greetings letter for their Centennial Banquet to be included in their journal, and that all Supervisors support the NAACP and purchase table seats on their own and not use County funds; 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: Personnel Committee Report

The Personnel Committee comprising of Supervisors Simpson, Gilfillan, Moore and Wiley met on September 8, 2009 with Sheriff Travis Harris regarding two dispatcher vacancies in the Sheriff's Department. There are a total of six dispatch positions, and two vacancies were created by a retirement and a resignation. Both positions are partially funded by the Compensation Board and the state has a ninety-day hiring freeze in place. The Sheriff has contacted the Compensation Board and asked for a waiver of the 90-day freeze for one of the positions. The Compensation Board meets on September 16 and will notify the Sheriff of its decision.

Sheriff Harris requested the Board of Supervisors consider allowing him to fill both positions immediately. The cost of this request would be for the County to fund 100% of both positions during the 90-days of the state hiring freeze. This would represent an estimated cost (or loss of state reimbursement) to the County of about \$6,774 per position for the 90 days.

Supervisor McKay made a motion to authorize the Sheriff to immediately fill one dispatch vacancy and ask the Sheriff to wait until after the decision of the Compensation Board on September 16 to fill the second vacancy. 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: Closed Session

Supervisor Jones made a motion that the Board convene in Closed Session for consultation with legal counsel for the purpose of discussing pending litigation, pursuant to the exemptions provided for in Section 2.2-3711(A)(7) of the *Code of Virginia*. 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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The Board returned to regular session by motion of Supervisor Moore and adopted as follows:

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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On motion of Supervisor Moore and carried by the following roll call 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 following Certification of Closed Meeting was adopted in accordance with the Virginia Freedom of Information Act:

WHEREAS, the Prince Edward County Board of Supervisors convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

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

NOW, THEREFORE, BE IT RESOLVED that the Prince Edward County Board of Supervisors hereby certifies that to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed, or considered by the Prince Edward County Board of Supervisors.

In Re: Animal Warden's Report

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

In Re: Cannery

Mrs. Lena Huddleston, Cannery Manager, submitted a report for the month of August 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 August 2009, which was reviewed and ordered to be filed with the Board papers.

In Re: PERT Ridership Report

The Board reviewed the July 2009 and August 2009 ridership reports from PERT and ordered them to be filed with the Board papers.

On motion of Supervisor Simpson 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 9:35 p.m.

September 22, 2009

At a special called meeting of the Prince Edward County Board of Supervisors held at the Court House, on Tuesday, the 22nd day of September, 2009, at 1:00 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: Sarah Elam Puckett, Assistant County Administrator; and James Ennis, County Attorney.

Chairman Fore called the meeting to order, stating that its purpose was to discuss the agreement regarding the sewer lines at The Manor Resort and the acceptance of a water line at The Manor Resort.

In Re: Agreement Regarding Sewer Lines at The Manor Resort

Mr. Wade Bartlett, County Administrator, said that in order to resolve the current issue surrounding the sewer lines The Manor is proposing to continue to own and maintain the sewer lines and wishes to reach an agreement whereby the County will accept wastewater flow into the County's pump station for subsequent processing.

Mr. Bartlett said that The Manor agrees to abide by all requirements contained in the Water and Sewer Ordinance and will allow inspection of any future work on the sewer lines to ensure such work meets the County's standards to ensure the system is not compromised. He added a facility fee will be charged which will be equal to one-half of the charge of the connection fee as put forth in the Water and Sewer Ordinance, and he recommended an amendment to the agreement to limit that reduction to a period of two years. He said the limit would be a motivating factor to build more facilities on the property. He said he recommends an amendment inserted into Article 2, Item 2, as follows: "Such charge will be paid

on each and every connection to the Sewer lines in the Collection System and will be paid prior to the issuance of a Certificate of Occupancy.” Mr. Bartlett recommended adding a second amendment to Article II, as follows: “[Item] 10. This agreement shall remain in full force and affect for a period of one year from the date hereof and shall renew automatically for additional periods of one year unless notice of intent to cancel is delivered to the County or the General Managing Partner of the Herberston Group not less than ninety (90) days prior to the annual termination date. This agreement can be amended at any time with mutual consent of both parties.”

Mr. Bartlett said County Attorney James Ennis and Gloria Freye, an attorney with Maguire Woods, reviewed the agreement and said the County has the authority to provide service under multiple state codes including the Public Private Partnership. He said Item 10 would put a time limit on the agreement and how the agreement can be renewed, terminated, and amended; this agreement will only cover the items The Manor owns. Mr. Bartlett said individual homes will be developed by independent developers who will pay the connection fees for the residential homes; the reduction does not apply to the residential homes. Discussion followed.

Supervisor Ward questioned the timing for the meeting and asked about the urgency for the meeting. Mr. Bartlett said the time for the meeting was driven by a number of factors: some Board members were going out of town or had previous engagements; this action was necessary for The Manor to proceed and The Manor desires the delivery of sewage service as soon as possible for the cottages as they would like to open them on October 1.

Supervisor Wiley asked if there was anything in the agreement that would allow the County to be sued. Mr. Ennis said there is a very remote possibility, as nothing is changing at this time in regard to the ownership; the County would not be liable for the lines. Mr. Ennis added that this agreement simply allows the transfer of sewage into the County system, the service for which The Manor will pay. He said the County has the ability to provide service for one year, and the County can serve notice to terminate 91 days ahead of the anniversary date if the Board no longer wishes to operate under this arrangement. It acts as a motivator for The Manor to affect a dedication of the lines within a year’s time. He said those terms would be negotiated at that time. Mr. Ennis said he could see no grounds for a suit. He said the County is a middle-man in this arrangement; the County owns the pump station and the water main.

Further discussion followed.

Supervisor Simpson asked about permits that the county may need to obtain from the state to operate; he asked further if there is a problem with a line, will the state come to the county to remedy the situation. Mr. Bartlett said there are no permits issued for sewer lines; a permit is necessary to construct one, but not to use. He said a Certificate to Operate is necessary for the pump station, which is issued by the DEQ. Supervisor Simpson then asked about changing availability of the service. Mr. Bartlett said service can be terminated for non-payment of their bill, health related issues such as spillage, and the like. Further discussion followed.

Supervisor Simpson then asked who will charge and collect for the water usage. Mr. Bartlett said the County charges and has already begun the process with “Maxine’s,” a restaurant. Supervisor Simpson asked who is charged if 25 houses are built. Mr. Bartlett said each individual residence will be a metered customer and they will pay for their own service. He added each developer will be responsible for paying for the connection fees and sewer lines to the residences. Further discussion followed.

Supervisor Jones made a motion to accept the Agreement for the acceptance of wastewater into the County of Prince Edward’s Utility System, with amendments as follows:

- Article 2, Item 2, as follows: “During the initial term hereof and during the first annual renewal period, the owner agrees to pay to the County a Facility Fee equal to one-half of the cost of the sewer connection charge contained in the County's Water and Sewer Ordinance. At the expiration thereof, the Facility Fee will equal the cost of the sewer connection charge contained in the County's Water and Sewer Ordinance. Such charge will be paid on each and every connection to the Sewer lines in the Collection System and will be paid prior to the issuance of a Certificate of Occupancy.”
- “[Item] 10. This agreement shall remain in full force and affect for a period of one year from the date hereof and shall renew automatically for additional periods of one year unless notice of intent to cancel is delivered to the County of the General Managing Partner of the Herberton Group not less than ninety (90) days prior to the annual termination date. This agreement can be amended at any time with mutual consent of both parties.”

After some discussion, Supervisor Ward made a substitute motion to delay voting on the agreement until the next regular Board meeting or until such time as a meeting could be scheduled that would be more convenient to the public. The motion failed:

Aye: Lacy B. Ward

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

Chairman Fore then returned to the main motion made by Supervisor Jones, to accept the Agreement for the acceptance of wastewater into the County of Prince Edward’s Utility System, with amendments as stated above; 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

Agreement for the acceptance of wastewater into the County of Prince Edward’s Utility System

This Agreement (“Agreement”) is made and entered into this _____ day of _____, 2009, by and between the County of Prince Edward, Virginia, a political subdivision of the Commonwealth of Virginia (“County”) and Herberton Poplar Hill Residential I, LLLP, a Virginia Registered limited liability limited partnership, Herberton Poplar Hill Residential II, LLLP, a Virginia Registered limited liability limited partnership, Herberton Poplar Hill Hospitality, LLLP, a Virginia Registered limited liability limited partnership, and Herberton Poplar Hill Recreation, LLLP, a Virginia Registered limited liability limited partnership all of who have the same General Managing Partner and are collectively known as the “Owner.”

WITNESSETH

Whereas, the County presently owns and operates a utility system which includes a Force Main and Pump Station, and

Whereas, the County desires to support future development in the Highway 15 corridor, and

Whereas, in order to clearly define the responsibilities of both parties hereto, the parties enter into this Agreement regarding, among other things, ownership, use, operation, maintenance and expansion of the existing wastewater collection system currently owned by the Owner, and

Whereas, in order to clearly define the rates and fees the “County” will charge the Owner for the ability to deliver wastewater to the County’s pump station for subsequent treatment;

Now Therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

BILLING PERIOD means a bimonthly period imposed upon each water user having a wastewater connection that eventually flows to the County’s utility system.

COLLECTION SYSTEM means a wastewater pipe or system of pipes, manholes or laterals whose flow eventually enters the County's utility system.

**ARTICLE 2
AGREEMENT**

1. Acceptance of the Agreement is acknowledged by the execution of this document.
2. The owner agrees to pay the County a facility fee equal to two-thirds the cost of the Sewer connection charge contained in the County's Water and Sewer ordinance.
3. The owner or any individual customer whose wastewater flows to the County's pump station agrees to pay the County a bimonthly sewer charge as contained in the County's Water and Sewer ordinance.
4. The owner will be responsible to maintain and operate the Collection System in accordance with all requirements contained in the County's Water and Sewer ordinance.
5. The County Administrator or his designated representative shall be permitted to enter all premises where an effluent source or treatment system is located at any reasonable time for the purpose of inspection, observation, measurement, sampling and/or copying records of the wastewater discharge to ensure that discharge is in accordance with the County's Water and Sewer ordinance.
6. The County Administrator or his designated representative shall be permitted to enter all private property for the purposes of inspection, observation, measurement and sampling to ensure all construction and maintenance is in accordance with the County's Water and Sewer Ordinance.
7. The Owner shall notify the County when any new connection, construction, and/or maintenance is performed on the Collection System. Any such work must be performed in accordance with the County's Water and Sewer ordinance. The owner shall allow the County to inspect such work to ensure compliance with the County's Water and Sewer ordinance.
8. If flow to the pump station in any one month exceeds the metered water use by 20% the County will assume there is an Inflow and Infiltration issue. The County Administrator will contact the Owner and request the Owner for an explanation of the excess flow. If no adequate explanation is received the County Administrator at his discretion will take the necessary action required to determine the cause of the excess flow and bill the owner for the cost of such inspection and repair. Such action may include the temporary termination of sewer service at any private lateral connection to protect the County's Utility System. Sewer service shall be restored after corrective actions are complete or by agreement between the County Administrator and the Owner/customer.
9. The County and Owner do hereby agree to execute such other future documents as may be deemed necessary in order to give full force and effect to this agreement.
10. This agreement shall remain in full force and effect for a period of one year from the date hereof and shall renew automatically for additional periods of one year unless notice of intent to cancel is delivered to the County or the General managing partner not less than ninety (90) days prior to the annual termination date.

WITNESS the following signature and seals

BOARD OF SUPERVISORS OF THE COUNTY
OF PRINCE EDWARD, VIRGINIA

Chairman , Board of Supervisors

ATTEST

Clerk

HERBERTON POPLAR HILL RESIDENTIAL I LLLP
By: HEBERTON VIRGINIA DEVELOPMENT, LLC,
A VIRGINIA LIMITED LIABILITY COMPANY

Michael Heffernan, Manager

ATTEST

In Re: Acceptance of a Water Line at The Manor Resort

Mr. Bartlett said the County has received a request from Herberston Virginia Development to convey a water line to the County. This line which was installed by a private contractor is approximately 800 feet long and its location is described as “located along the eastern property line of “Parcel O” as shown on that certain plat entitled “Plat Showing 443.5+/- acres of land, being the remainder of Poplar Hill Farm, (Parcels #1 and #2), Parcel “T” and Parcel “U”, located in the Farmville District of Prince Edward County, Virginia”, dated December 12, 2001 and with final revision on June 7, 2006, and made by Draper Aden Associates, which is recorded in the Clerk’s Office of the Circuit Court of Prince Edward County, Virginia at Plat Cabinet A, 373, #3 and #4.”

He said it is an eight inch line with one fire hydrant that will serve the cottages and eventually the golf club house. He added the County has received the certification that all costs have been paid, the Deed of Easement, and the engineering plan for the water line; the line is not part of the system that has been purchased from the Town.

Chairman Fore asked if the line is currently functioning. Mr. Bartlett said it is not; the easements will allow the County to go onto the property for inspection and maintenance.

Supervisor Moore made a motion to accept the conveyance of the water line and authorize the Chairman to sign the proposed Deed of Easement.

Supervisor Simpson asked if future lines would be installed, the developer would have to contact the County to enter into the system. Mr. Bartlett said that is correct.

Supervisor Wiley asked if the line has been inspected; Mr. Bartlett said the line has been inspected, and will also have to be flushed and a bacteriological test will be done. He said it will also be inspected for leaks; any repairs would be at The Manor’s expense. A “blow-off” valve has already been installed.

After further discussion, Supervisor Ward made a substitute motion to delay the vote on the acceptance of the water line at The Manor Resort until the next regular Board of Supervisors meeting or until such time as it would be more convenient to the public. The motion failed:

Aye: Lacy B. Ward

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

Chairman Fore then returned to Supervisor Moore's motion to accept the conveyance of the water line and authorize the Chairman to sign the proposed Deed of Easement. 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

Supervisor Gilfillan said the Board of Supervisors does a good job of meeting in the evenings. She added that this meeting was well advertised.

On motion of Supervisor Simpson 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

the meeting was adjourned at 1:39 p.m.