

December 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 December, 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; James Ennis, County Attorney; Sharon Lee Carney, Director of Economic Development & Tourism; Mark McKissick, Assistant VDOT Residency Administrator; and Kevin Wright, Interim Residency Administrator, Dillwyn Residency.

Chairman Fore called the December meeting to order. Supervisor Moore led the Pledge of Allegiance and offered the invocation.

In Re: Public Participation

Cornell Walker, Prospect District, said the ICMA Code of Ethics and Robert's Rules of Order were not followed during the November 17, 2009 meeting. He said there seemed to be a general lack of order and preparedness and hopes for change with the new Board.

Supervisor Gilfillan stated that the Public Participation Policy had not been read; Chairman Fore said the Board adopted the following policy at the September 2009 meeting:

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.

Kenneth Jackson, Leigh District, thanked Mr. Bartlett for the information provided. He then said the November 17, 2009 meeting showed a lack of respect for fellow Board members and the citizens. He said the Board must give citizens confidence that they are being heard, and he has hope that these things won't happen in the future.

Tim Dotson, Leigh District, commented that his mineral and land rights will be restricted by the Overlay District Ordinance, and stated the Planning Commission was led the wrong way by the Citizen Committee. He spoke on the water supply from the Sandy River Reservoir, and added he will stay in contact with Mr. Thompson regarding the landfill.

Jack Houghton, Farmville, spoke on his concerns regarding the conflict of interest in the County's pending utility plans and the proposed Interim Agreement for the design and construction of the Sandy River Reservoir Water Treatment and Distribution project. He asked the Board to address the dual role of Draper Aden as consultant to the Board and with Crowder Construction and the PPEA.

Jimmy Eubank, Leigh District, said since the Planning Commission states what can and cannot be done with a citizen's land, the members should have to take a course or shouldn't be permitted on the Planning Commission. Supervisor Jones said he has begun the class, and Mr. Coleman has completed the Certified Planning Commission course at Longwood University.

In Re: Board of Supervisors Comments

Supervisor Gilfillan thanked the staff for their work in posting the Board of Supervisors pack, agenda, addendum and all documentation online.

Supervisor Moore thanked the Board and the citizens for allowing him to provide 30 years of service. He said it was a pleasure and worked for the people of the county to provide peace and unity. He added the Board worked together well, and congratulated the three new Board supervisors.

Supervisor Wiley wished everyone a Merry Christmas.

Supervisor Ward said that he is honored to have represented the Prospect District for nine years. He said he disagreed when something was wrong, and didn't vote to be "a nice guy" or compromise. He

thanked the citizens that pointed out the issues at the November 17, 2009 meeting, and spoke about the access road for the Jackson family; he then asked Mr. Bartlett the status of the project. Mr. Bartlett said Alecia Daves-Johnson, Planner, walked the property and it appears there are no wetlands where the proposed access road would be built; he added the next step is to put it to bid and the Board would have to make a decision. Supervisor Ward asked if VDOT has walked the property; Mr. Bartlett said VDOT was not on the property.

After further discussion, he commented on the proposed conference center and said the Board must stop giving away county resources, and that an article in The Farmville Herald stated the County would build the Granite Falls Inn and Conference Center and would lease it to the developer. Supervisor Ward then said he would prefer to give the three new members an opportunity to learn about the PPEA and then vote on it, as building a water treatment plant will be a long-term cost to the County.

Supervisor Gilfillan stated the Board did exactly what was proper at the November 17, 2009 meeting, as the Board may only legally discuss in Closed Session an employee that reports directly to the Board. Mr. Bartlett said the performance of an employee is not allowed or authorized in Closed Session, other than the County Administrator or the County Attorney that reports directly to the Board, as stated in the Attorney General Opinions provided.

In Re: Presentation of Plaques

Chairman Fore then asked Supervisors Gilfillan, Moore and Ward to step forward, and presented them with plaques of appreciation for their years of service. Supervisor Gilfillan served six years; Supervisor Moore served 30 years, and Supervisor Ward served nine years.

In Re: Consent Agenda

Supervisor Ward made a motion to remove the November 17, 2009 minutes from the Consent Agenda. 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

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

the Board accepted the Accounts and Claims; Salaries; and appropriations as follows:

		<u>Debit</u>	<u>Credit</u>
3-100-23000-0080	Technology Trust Fund		\$1,146
4-100-21600-5880	Circuit Court Clerk / TTF	\$1,146	
3-100-41050-0100	General Fund Balance		\$38,436
4-100-91000-5802	Judgments & Settlements	\$38,436	

COUNTY ADMINISTRATOR

Business Card	Shipping charge		11.20
AT&T	Phone		253.91
CenturyLink	Phone		468.79
US Cellular	Phone		56.96
Business Data of Virginia, Inc.	Norton Anti-virus		39.95
Diamond Springs	Equipment rental		8.95
Key Office Supply	Office supplies	24.12	
	Paper	174.96	
	Appointment book	13.49	212.57
Treasurer of Virginia	FOIA request		46.03
Matthew Bender & Company, Inc.	VA Code Rules V11		14.72

COMMISSIONER OF REVENUE

Ntelos	Internet		20.44
CenturyLink	Phone		203.30
Key Office Supply	Binder covers	36.88	
	Ink cartridge/pens	73.35	110.23

<u>ASSESSOR</u>		
Marshall Thackston	Equalization Board meeting	100.00
Wilkie Chaffin	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

<u>TREASURER</u>		
James W. Elliott, Attorney	Advertising	180.00
CenturyLink	Phone	225.02
Business Data of Virginia, Inc.	Norton Anti-virus	49.95

<u>INFORMATION TECHNOLOGY</u>		
Business Data of Virginia, Inc.	Travel expenses	250.00

<u>REGISTRAR</u>		
U. S. Postal Service	Postage	395.90
CenturyLink	Phone	145.84
AT&T	Phone	52.33

<u>CIRCUIT COURT</u>		
Centurylink	Phone	169.93

<u>GENERAL DISTRICT COURT</u>			
AT&T	Phone-J&D	129.00	
	Phone-Juv. Prob.	179.75	
	Phone-Gen. Dist. Court	141.94	450.69
Centurylink	Phone-J&D	105.44	
	Phone-Juv. Prob.	100.14	
	Phone-Gen. Dist. Court	299.57	505.15
U S Cellular	Phone		28.48

<u>SPECIAL MAGISTRATES</u>		
AT&T	Phone	179.88
Centurylink	Phone	77.15

<u>CLERK OF THE CIRCUIT COURT</u>			
Treasurer of Virginia	Questionnaire postage	750.00	
	Jury questionnaires	900.00	1,650.00
NACRC	Dues		55.00
Robert Martin Barrett, Jr.	Juror		60.00
David E. Brown	Juror		60.00
Patricia G. Cave	Juror		30.00
Lynn N. Clements	Juror		60.00
Ann M. Howard	Juror		60.00
Norman Shepherd	Juror		60.00
Minerva A. Venable	Juror		60.00
Johnnie S. Allen, Jr.	Juror		30.00
Willard Russell Arnold	Juror		30.00
Debra W. Beasley	Juror		30.00

Judith J. Bolt	Juror	30.00
Lorriane G. Carter	Juror	30.00
Vincent Eanes	Juror	30.00
John A. Ellington	Juror	30.00
Faye P. Green	Juror	30.00
Janice B. Marshall	Juror	30.00
Jeanette E. Simmons	Juror	30.00
International Land Systems	Software upgrade	2,914.10
West Payment Center	VA Probate handbooks	315.00

LAW LIBRARY

West Payment Center	VA Probate handbooks	157.50
---------------------	----------------------	--------

COMMONWEALTH'S ATTORNEY

Kinex Networking Solutions	Internet	49.95
Centurylink	Phone	279.92

VICTIM WITNESS ASSISTANCE PROGRAM

Centurylink	Phone	77.06
Cindy Sams	Mileage	209.00
	Meals	31.06
		240.06

SHERIFF

William D. Shular, Jr.	Dog food	33.57
Walmart	Dog care supplies	76.02
	Office supplies	97.90
	Photo processing	13.30
		187.22
Medtox Diagnostics, Inc.	Drug test kits	482.58
Commtronics of Virginia	Radio adapter	622.50
Crossroads Ford of Virginia	Install light bar	513.82
East End Motor Company, Inc.	Inspection/battery	435.56
	Inspection & tune-up	493.58
	Tire repair	19.50
	Battery	127.02
	Steering stabilizer	192.29
	Oil change	113.34
	Replace fuel injector	561.43
	Reader panel/light	1,293.19
	Brake pads/inspection	442.96
		3,678.87
Ed's Auto & Glass Repair	Replace idle & plugs	289.16
Third Street Wrecker Service	Towing service	150.00
Safetow	Towing service	250.00
Kinex Networking Solution	Removed viruses	100.00
	Webhosting/DSL	279.70
		379.70
CPI	VCIN Maintenance	156.00
AT&T	Phone	883.72
CenturyLink	Phone	442.58
US Cellular	Phone	817.49
Rachel Whitehead	Meal	14.83
Virginia Sheriff's Association	2010 Dues	1,425.00

Diamond Springs	Water & equipment rental		79.85
Farmville Printing	Office forms/copies		162.22
Staples Business Advantage	Batteries/envelopes		475.14
Great North American Company	Halloween bags	217.67	
	Mood pencils	520.63	
	Stress reliever twist	522.69	1,260.99
Ellington Energy Service	Gas		67.80
Newman Tire Company, Inc.	Tires		1,102.08
Evident Crime Scene Products	Respirator & filters		116.00
Moore Medical, LLC	Barrier sheet		14.85
Sirchie Finger Print Labs	Investigation supply		154.46
Southern Police Equipment Company	Flashlight bulb	38.95	
	Lapel pins	63.90	102.85
Town Police Supply-Richmond	Ammunition		94.83
Just Sew Embroidery	Embroider shirts		269.60
Quantum Graphics/Uniforms	Uniforms		144.85
Intoximeters, Inc.	Alcosensors		945.00
Kustom Signals, Inc.	Radar units		3,048.00
Daprosystems, Inc.	Barcode scanner		497.00
USA Mobility Wireless, Inc.	Pager rental		83.86
			360.00

RICE VOLUNTEER FIRE DEPARTMENT

Ronald Boyd	Repair A/C system		132.15
Centurylink	Phone		88.12
Dominion Virginia Power	Electric service		251.97

PROSPECT VOLUNTEER FIRE DEPARTMENT

C. W. Williams	Hose adapter	21.65	
	Mounting bracket	77.12	98.77
Davis Pontiac	Oil change		25.70
Price Supply Company	Chrome trap		11.44
Centurylink	Phone		87.99
Town of Farmville	Fuel		304.53
Dominion Virginia Power	Electric service		213.35

DARLINGTON HEIGHTS VOLUNTEER FIRE DEPARTMENT

Stellar One Bank	Loan payment		501.50
Southside Electric Cooperative	Electric service		226.08

FIRST RESPONDERS

Hampden-Sydney Volunteer Fire Department	09-10 Support		2,500.00
---	---------------	--	----------

PRINCE EDWARD FIREFIGHTERS ASSOCIATION

Prince Edward Area Firefighters Association	09-10 Support		3,000.00
--	---------------	--	----------

PAMPLIN VOLUNTEER FIRE DEPARTMENT

Pamplin Volunteer Fire Department EMS	09-10 Support		2,000.00
--	---------------	--	----------

	<u>MEHERRIN RESCUE SQUAD</u>	
Meherrin Fire & Rescue	09-10 Support	2,500.00
	<u>EMERGENCY SERVICES</u>	
Korman Signs	Diecut numbers	128.54
	<u>BUILDING OFFICIAL</u>	
Davis Pontiac	Plugs & coil	304.09
US Cellular	Phone	33.23
Coy Leatherwood	Meal	5.57
	Meeting registration	15.00 20.57
	<u>ANIMAL CONTROL</u>	
Dominion Virginia Power	Electric service	70.93
US Cellular	Phone	88.44
Richard D. Broadwater	Bounty	50.00
Zacharia Benson Crosby	Bounty	50.00
Aaron Reeves	Bounty	50.00
Frank Watson	Bounty	50.00
Gerald Driver, Jr.	Bounty	50.00
Walmart	Food supplies	252.15
	Cleaning supplies	21.54 273.69
	<u>REFUSE DISPOSAL</u>	
Resource International	MRF assessment	1,324.50
	Miscellaneous work tasks	768.00
	Storm water permit compliance	1,773.43 3,865.93
Southern States	Poultry netting	112.27
	Straps & gloves	18.95 131.22
Arcet Equipment Company	Gloves	12.60
Arena Trucking Company	Trash collection	374.00
Wright's Excavating	Landfill operation	42,187.50
Southside Electric Cooperative	Darlington Heights site	80.92
Dominion Virginia Power	Leachate pump	28.65
	Scalehouse	82.76
	Cell C pump station	27.17
	Green Bay site	61.96
	Worsham site	69.05
	Prospect site	79.06
	Landfill site	50.48 399.13
AT&T	Phone	125.58
CenturyLink	Phone	152.11
US Cellular	Phone	29.98
Verizon	Phone	118.18
O. O. Stiff, Inc.	Monthly service	662.50
	<u>GENERAL PROPERTIES</u>	
OK Termite & Pest Control	Exterminating service	150.00
Southside Electric Cooperative	Sandy River Reservoir lights	30.73

Dominion Virginia Power	Roy Clark monument	29.51	
	Shop	30.63	
	Sheriff Department shed	5.50	
	Worsham Clerk office	35.82	101.46
CenturyLink	Phone		63.54
US Cellular	Phone		95.70
O. O. Stiff, Inc.	Monthly service		100
Handi-Clean Products, Inc.	Janitorial supplies		316.67
Arcet Equipment Company	Oxygen lease - 5 year		290.87
Diamond Springs	Equipment rental		8.95

CANNERY

Southside Electric Cooperative	Electric service		96.61
Walmart	Cleaning supplies		77.05
Hobart Sales & Service	Saw band		92.85

COMPREHENSIVE SERVICES ACT

Amanda Blackburn	Foster care		525.00
Centra Health	Professional services		3,040.00
Juanita Fisher	Foster care		230.00
Frances Gibbs	Foster care		157.50
Kristy Howells	Foster care		896.00
Robert & Lillian Johansen	Foster care		1,015.00
Dekeace Morton	Foster care		666.00
Joan Osborne	Foster care		525.00
I'Shawn Smith	Foster care		644.00

OTHER WELFARE / SOCIAL SERVICES

SCOPE/Meals on Wheels	09-10 Support		4,750.00
STEPS, Inc.	09-10 Support		13,616.00
FACES, Inc.	09-10 Support		2,137.50
HOPE	09-10 Support		4,750.00
Tri-County Life Learners	09-10 Support		1,662.50
Southside Center for Violence Prevention	09-10 Support		2,375.00
Longwood Center for Visual Arts	09-10 Support		1,247.00
Habitat for Humanity	09-10 Support		2,375.00

CONTRIBUTIONS TO COLLEGES

Longwood Small Business Development Center	09-10 Support		3,537.00
---	---------------	--	----------

SUPERVISION OF PARKS & RECREATION

Heart of Virginia Festival	09-10 Support		2,850.00
Town of Farmville	2101 Heart of Virginia Fireworks		2,500.00

MUSEUMS

Robert Russa Moton Museum	09-10 Support		7,125.00
---------------------------	---------------	--	----------

PUBLIC LIBRARY

Farmville-Prince Edward Community Library	09-10 Support	38,014.75
--	---------------	-----------

PLANNING

US Cellular	Phone	58.96
Jonathan Pickett	Mileage	440.66
Day-Timers, Inc.	Office supplies	43.93
Key Office Supply	Ink cartridge	28.99

COMMUNITY DEVELOPMENT

Farmville Chamber of Commerce	09-10 Support	2,375.00
Town of Farmville	09-10 Support	4,750.00
Piedmont Area Transit	09-10 Support	2,500.00

ECONOMIC DEVELOPMENT

Dominion Virginia Power	Electric service	261.10	
AT&T	Phone	98.21	
Moonstar BBS	DSL	45.00	
Business Card	Meals	160.12	
	Lodging	101.00	
	Office supplies	192.54	453.66
Key Office Supply	Tape	13.27	
	Guest book	21.79	
	Pen refills	19.08	
	Labels	21.99	
	Record books	34.95	
	Ink cartridges	195.39	
	Office supplies	58.17	
	Folders/calendar	21.17	
	Planner	5.59	391.40

SOIL & WATER CONSERVATION DISTRICT

Piedmont Soil & Water	09-10 Support	4,845.00
-----------------------	---------------	----------

COOPERATIVE EXTENSION OFFICE

Centurylink	Phone	96.14
-------------	-------	-------

DEBT SERVICE

Rural Development	Loan payment	16,626.00
-------------------	--------------	-----------

DARE FUND EXPENSES

Creative Product Sourcing	Elementary workbooks	217.94
---------------------------	----------------------	--------

RETIREMENT BENEFIT FUND

Vicki K. Johns	Retiree benefit	1,038.00
----------------	-----------------	----------

ADDENDUM BILL LIST

BOARD OF SUPERVISORS

Farmville Herald	Advertising		229.13
Sarah E. Puckett	Meeting supplies/drinks		62.89

COUNTY ADMINISTRATOR

Moonstar BBS	Monthly service - December	16.67	
	DSL	95.00	111.67
Sarah E. Puckett	Meeting registration		30.00
Farmville Printing	Landfill tickets		1,273.00
Pairet's, Inc.	Plaques		152.88

COMMISSIONER OF REVENUE

AT&T	Phone		72.54
Treasurer of Virginia	Online service		125.38
Moonstar BBS	Monthly service - December		16.67

ASSESSOR

Farmville Herald	Advertising		195.00
------------------	-------------	--	--------

TREASURER

Treasurer of Virginia	Online service		125.38
Moonstar BBS	Monthly service - December		16.66
Key Office Supply	Calendar/binder cover	67.95	
	Ink cartridges	247.14	
	Calculator	139.99	455.08

INFORMATION TECHNOLOGY

Business Data of Virginia, Inc.	Travel expenses	325.00	
	Monthly contract	2,800.00	3,125.00
ComputerPlus Sales & Service	Maintenance contract		270.00

REGISTRAR

Treasurer of Virginia	Online service		3.25
VRAV	Dues		170.00

SPECIAL MAGISTRATES

Treasurer of Virginia	Pager rental		16.36
-----------------------	--------------	--	-------

CLERK OF CIRCUIT COURT

AT&T	Phone		113.32
CenturyLink	Phone		273.73
Kinex Networking Solutions	DSL		74.95
Key Office Supply	Toner	38.00	
	Calendars	53.94	
	Copy paper	197.94	289.88
Matthew Bender & Company, Inc.	Wills & Admin Rel #3		210.52

LAW LIBRARY

AT&T	Data line	34.55
LexisNexis	Online service	207.00

COMMONWEALTH'S ATTORNEY

Cecelia Charlton	Postage	14.79
Pitney Bowes Financial Service	Equipment lease	105.87
AT&T	Phone	403.73

VICTIM WITNESS ASSISTANCE PROGRAM

VNVWC	Membership dues	50.00
-------	-----------------	-------

SHERIFF

Medtox Laboratories, Inc.	Drug testing	100.00	
Commtronics of Virginia	Siren repairs	272.50	
	Radio repair	392.60	
	Ignition switch	800.00	1,465.10
East End Motor Company, Inc.	Alternator/axle/pads	1,498.90	
	Oil change/brake pads	272.72	
	Window switch/brakes	425.05	
	Inspection	16.00	2,212.67
Ed's Auto & Glass Repair	Inspection/adjust light	21.00	
Express Care	Oil changes (4)	235.89	
Haley of Farmville, Inc.	Replaced water pump	406.36	
Kenbridge Tire & Auto	Calibration	25.00	
Virginia Communications	Radar repairs	505.80	
ESI of Virginia, Inc.	Programmed phones	45.00	
M & S Publishing Company, Inc.	Advertising	30.00	
Rodney Brisentine	Postage	7.68	
Business Card	Postage	47.90	
	Phone	41.95	
	Meals	321.98	
	Lodging	213.51	
	Fees	91.60	
	Gas	167.87	
	Shoes	68.25	
	Uniforms	52.49	
	Shredders	1,339.98	
	Scanner	149.99	2,495.52
AT&T	Phone	673.54	
Kinex Networking Solution	DSL/webhosting	139.85	
CenturyLink	Phone	441.24	
CenturyLink Communication	Phone	40.84	
US Cellular	Modem account	47.11	
	Phone	744.84	791.95
Stuart Raybold	Meal	15.88	
Walmart	Accreditation supply	81.86	
Diamond Springs	Water & equipment rental	58.40	
Farmville Auto Parts	Fees	1.50	
	Battery	99.99	

	Battery/filter/solvent	129.41	230.90
Farmville Printing	Office forms		59.70
Key Office Supply	Toner	52.99	
	Check file	13.96	
	Office supplies	93.86	
	In/Out boxes	5.98	
	Brown wrap paper	13.18	
	Copy paper	11.99	
	Clip boards	4.87	
	Ink cartridges	137.90	334.73
Staples Business Advantage	Office supplies	1,448.37	
	Laminator	89.99	1,538.36
Great North American Company	Stress reliever twist		522.70
Walmart	Trunk or treat bags	40.00	
	Photo processing	39.40	
	Uniforms	157.88	237.28
Newman Tire Company, Inc.	Tires		1,637.42
National Sheriff's Association	Neighborhood watch signs		44.00
Southern Police Equipment Company	Stinger charger	12.99	
	Shoes/handcuff case	154.04	
	Shoes	132.54	
	Magazine case	30.50	
	Badges	157.96	
	Nameplates	18.98	
	Gloves/hat cover	70.87	
	Gloves	42.98	620.86
Town Police Supply - Richmond	Ammunition		406.80
Quantum Graphics/Uniforms	Uniforms		356.00
Law Enforcement Associates	Digital voice recorder		305.00
USA Mobility Wireless, Inc.	Pager rental		83.88

FARMVILLE VOLUNTEER FIRE DEPARTMENT

Elecom, Inc.	Batteries		56.00
Fire & Safety Equipment Company	Meter		789.67
Kinex Networking Solution	Internet		24.90

PAMPLIN VOLUNTEER FIRE DEPARTMENT

AT&T	Phone		154.54
Foster Fuels, Inc.	Propane		451.31
Pamplin Volunteer Fire Department	Fuel		248.48
Verizon	Phone		113.27
Dominion Virginia Power	Electric service		188.52

MEHERRIN VOLUNTEER FIRE DEPARTMENT

Parker Oil Company, Inc.	Diesel	565.95	
	Propane	330.83	896.78
Jack L. Slagle Fire Equipment	Adapters/pry bar/axe	317.51	
	Rescue basket	309.35	
	Hose	176.82	803.68
US Cellular	Phone		154.60

Verizon	Phone	150.26
Dominion Virginia Power	Electric service	336.08
The Traffic Safety Store	Traffic cones	515.90

EMERGENCY SERVICES

Korman Signs	Signs & hardware	309.04
--------------	------------------	--------

REGIONAL JAIL & DETENTION

Piedmont Regional Juvenile Detention Center	Juvenile detention	2,550.00
Piedmont Regional Jail	Inmate per diem	4,062.30

BUILDING OFFICIAL

Farmville Auto Parts	Wiper blades	19.98
----------------------	--------------	-------

ANIMAL CONTROL

Lowe's	Bolts	8.97
CenturyLink	Phone	45.09
Business Data of Virginia, Inc.	Splitter & phone line	20.58

BIOSOLIDS MONITORING

Manuel H. Toombs, Jr.	Phone	24.67
-----------------------	-------	-------

REFUSE DISPOSAL

Farmville Printing	Aluminum signs	168.00
Lowe's	Insect spray	5.47
	Aluminum shovels	98.94
Emanuel Tire of Virginia	Tire recycling	2,513.70
STEPS, Inc.	Recycling fee	975.71
Southside Electric Cooperative	Virso site	110.34
AT&T	Phone	68.95
CenturyLink	Phone	32.22
Farmville Auto Parts	Hydraulic fluid	47.70

GENERAL PROPERTIES

Carpet House	Install carpet	792.00
CenturyLink	Line to hospital	7.97
	Phone	51.20
Lowe's	Trash can	12.98
	Pneumatic accessory	19.97
	Tool kit/flashlights	275.28
	Lock/aerator/battery	28.78
	Knee pads/drill bits	26.76
	Hydraulic water stop	13.88
Wilco, Inc.	Janitorial supplies	377.65
Farmville Auto Parts	Tool	796.85
	Exhaust fan belt	62.12
	Switch & wire	15.44
	Oil filter	84.73
	Uniform rental	8.20
Cintas Corporation #524		170.49
		425.84

CANNERY

Farmville Auto Parts	Belts	26.62	
	Returned merchandise	-16.57	10.05
Lowe's	Electric box		27.08
CenturyLink	Phone		33.95
Farmville Printing	Receipts		185.60

HEALTH DEPARTMENT

Prince Edward Health Department	Second quarter local support		41,304.50
---------------------------------	------------------------------	--	-----------

COMPREHENSIVE SERVICES ACT

Business Card	Foster care		213.31
Heartland Family Counseling	Professional services		1,650.00
Helton House, Inc.	Professional services		5,476.95
Pickett Park Day Care	Foster care		357.00
Presbyterian Home & Family Services	Professional services		2,790.00

PLANNING

R. Samuel Coleman	Commission meeting	100.00	
	Mileage	13.20	113.20
Donald B. Gilliam	Commission meeting	100.00	
	Mileage	22.00	122.00
Lee Edward Hicks, Jr.	Commission meeting	100.00	
	Mileage	12.65	112.65
Robert M. Jones	Commission meeting	100.00	
	Mileage	5.50	105.50
Clifford Jack Leatherwood	Commission meeting		100.00
Robert Christopher Mason	Commission meeting	100.00	
	Mileage	9.90	109.90
Thomas M. Pairet	Commission meeting		100.00
James Robert Wilck	Commission meeting		100.00
Farmville Herald	Advertising		175.50
Alecia Daves-Johnson	Meeting registration		30.00
Farmville Printing	RPOD letters		182.80
Watson & Duggan, PLC	Color copies (maps)		40.00

CAPITAL PROJECTS

Farmville Wholesale Electric	Electrical supplies	453.94	
	Receptacles	21.25	475.19
Lowe's	Bolts & screws	23.51	
	Lumber & screws	64.86	
	Lumber	11.97	100.34

PIEDMONT COURT SERVICES FUND

Matthew Bloom	Mileage		185.35
Sandy Fox	Mileage		40.70
Sharon Gray	Mileage	129.80	
	Meals	11.71	141.51
Connie Stimpson	Mileage	74.36	

	Batteries	5.97	80.33
Renee T. Maxey	Mileage	108.90	
	Meals	25.89	
	Meeting registration	20.00	154.79
Andy Mays	Meals		19.47
Moonstar BBS	DSL		10.00
<u>PCS SUPERVISION FEES EXPENDITURES</u>			
Page Hardy	Cleaning service		210.00
<u>PCS DRUG TESTING FEES</u>			
Kroll Laboratory	Drug testing		29.00

In Re: Approval of Minutes

Supervisor Ward said the minutes do not reflect the discussion that went on during the November 2009 meeting.

After further discussion, Supervisor Ward made a motion to amend the minutes from the November 17, 2009 meeting to include verbatim comments during the Board of Supervisors Comments period. 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
------	---	-----------

Supervisor McKay then made a motion to approve the amended minutes; the motion carried:

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

In Re: Highway Matters

Mr. Mark McKissick, Assistant VDOT Residency Administrator, introduced Mr. Kevin Wright, Interim Residency Administrator for the Dillwyn Residency.

Mr. McKissick said the Route 460 project is almost complete.

Supervisor Gilfillan said the Rails to Trails walkway is becoming overgrown and asked about maintenance of the trails. Mr. McKissick said it is similar to the situation with the roadways and VDOT does not have the manpower or funds. Supervisor McKay said the state parks maintain the trails and correspondence should be sent to them.

In Re: VDOT Revenue Sharing: Project Administration Agreement

Mr. Wade Bartlett, County Administrator, reviewed the Project Administration Agreement between the County and VDOT for the Alternate 628 Revenue Sharing Project. He said the County will be administering the project.

Supervisor Ward questioned the main reason for moving Route 628, and asked about the push to have it built.

Mrs. Sharon Carney stated the main reasons to create the Alternate 628 are to move the traffic away from the school, as there is traffic congestion around the school and there has been an incident where a car went through a school wall; and to further economic development. She added it is good to take advantage of the opportunities for grant funding when it becomes available. Mrs. Carney said the Board of Supervisors has indicated an interest to move the traffic from the area of the school for quite some time.

Supervisor Jones made a motion to approve the Project Administration Agreement with VDOT and to authorize the County Administrator and the Board Chairman to sign all documents.

Supervisor Ward made a substitute motion to delay the vote until the new Board members are seated. 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 returned to Supervisor Jones' original motion to approve the Project Administration Agreement with VDOT and to authorize the County Administrator and Board Chairman to sign all documents; 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

STANDARD PROJECT ADMINISTRATION AGREEMENT
State-aid Projects

Project Number	UPC	Local Government
0628-073-207, P101, R201, C501	72615	Prince Edward County

THIS AGREEMENT, made and executed in triplicate this 8th day of December, 2009, by and between the County of Prince Edward, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project(s) and the funding currently allocated or proposed for the project(s) does not include Federal-aid Highway funds; and

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
 - b. Receive prior written authorization from the DEPARTMENT to proceed with the project.
 - c. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.

- d. Provide certification by a LOCALITY official of compliance with applicable laws and regulations on the **State Certification Form for State Funded Projects** or in another manner as prescribed by the DEPARTMENT.
- e. Maintain accurate and complete records of each Project's development of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for not less than three (3) years following acceptance of the final voucher on each Project.
- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and also include an up-to-date project summary and schedule tracking payment requests and adjustments.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if due to action or inaction solely by the LOCALITY the project becomes ineligible for state reimbursement, or in the event the reimbursement provisions of Section 33.1-44 or Section 33.1-70.01 of the Code of Virginia, 1950 as amended, or other applicable provisions of state law or regulations require such reimbursement.
- h. On Projects that the LOCALITY is providing the required match to state funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of state-aid reimbursements.
- j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
- k. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.

2. The DEPARTMENT shall:

- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
- b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
- c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
- d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.

- e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 3.1-94 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been appropriated. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its cost exceeds the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated and allocated.
6. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f., 1.g., and 2.b., subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way for which state funds have been provided, unless all state funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the project, this agreement is no longer applicable and shall be terminated. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

In Re: Community Development Block Planning Grant: Granite Falls Conference Center

Mrs. Sharon Carney said the Virginia Department of Housing and Community Development (VCHCD) offers a number of grant opportunities to help develop community economic development facilities such as the proposed Granite Falls Conference and Hospitality Training Center. After meeting with the VCHCD representatives, they suggested the County apply for a \$25,000 Planning Grant. The application due date is January 1, 2010. Grant funds can assist with the expenses associated with making a CDBG Construction grant application the end of March 2010. The CDBG Construction grant has a maximum value of \$1.2 million. Mrs. Carney said there is no matching requirement, but a match is necessary to be competitive, and staff recommends that the County apply to the Tobacco Commission Fund Grant Program to request funding for any match.

Mrs. Carney said that at its November 13, 2009 meeting, the IDA voted to request the Board of Supervisors to apply for a \$25,000 VDHCD Planning Grant to be used in the preparation of a future CDBG Construction Grant, which can assist with the construction costs of the Conference and Hospitality Training Center. She added there is no cost to the County.

Supervisor McKay made a motion to authorize the application of a \$25,000 VDHCD Planning Grant, which will be used to prepare for a future CDBG Construction Grant, and to authorize the Chairman and/or the County Administrator to sign the application letter and any other documents necessary to submit the grant application. 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 Ward then asked about the motion to approve the Project Administration Agreement with VDOT, and said the County would then need to expend \$840,000 this year.

Mr. Bartlett said that was incorrect; he said an estimate was provided to VDOT and obtained from a construction company for a \$2.8 million estimate. He said none of the figures will be settled until the project is bid. Mr. Bartlett said that one part of the contingency contracts with the developer of the Granite Falls project is that any cost not covered by VDOT would be paid by the developer through various assessments on their property. He said the County is liable for anything above and beyond \$1 million. He said if the bids come back at \$3 million, the Board would have an opportunity at that time to enter into those bid agreements or not.

Supervisor Ward said the Board did vote to approve the agreement with VDOT.

Supervisor Jones said the Board did not approve to expend any funds.

Mrs. Sarah Puckett, Assistant County Administrator, said a meeting will be held next week and the first step is to procure engineers.

In Re: Granite Falls Grant Agreement

Mrs. Carney said a variety of Tax Incremental Financing options (TIF) are being considered through the utilization of specialty assessments within the newly created CDA district, and have no impact on properties outside the CDA district. The utilization of TIF options to assist with certain development costs is one of the contingencies of the purchase contract. She said the assignment of a portion of the special assessments would be used to cover construction financing costs for infrastructure improvements, the hospitality training center and shared costs between the hotel and conference center. An example of proposed assessments include a meals tax on food and beverage paid by visitors, a transient occupancy tax which is already approved but not yet implemented and would be paid by hotel guests, and an incremental real property and personal property tax on property within the CDA district as set forth in the draft Grant Agreement.

Mrs. Carney said the IDA anticipates numerous benefits to the County and its residents as a result of the development of the Granite Falls Hotel/Conference and Hospitality Training Center, including increased tax base for the County, additional employment and training opportunities, promotion of tourism, and enhanced economic strength of the County.

Supervisor Ward made a motion to delay the vote until the new Board is seated. The motion failed:

Aye: Sally W. Gilfillan
James C. Moore
Lacy B. Ward

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

Supervisor Jones made a motion to approve the proposed draft Granite Falls Hotel/Conference and Hospitality Training Center Grant Agreement and to authorize the Chairman to sign any and all documents associated with the Grant Agreement.

Supervisor Ward questioned the construction of the conference center. Mrs. Carney said the IDA is being asked to build the conference center. Supervisor McKay said the County is not responsible. Mrs. Carney said the IDA would have to secure any funding not received in grants by traditional financing, and said the County is under no obligation.

Mr. Bartlett stated it is set forth in Section 1.02 of the proposed Economic Development Grant Agreement. "The County shall not be responsible for issuing any bonds, notes or other financing for the Project. All financings for the Project shall state clearly that such financing is not an obligation of the County and the County has no obligation for the payment of such financing." He said the Conference Center will be financed through the IDA, with the IDA owning the conference center and the Work Training center, with it being leased to the developer. The County has no obligation for the payment of any financing; Ms. Bonnie France, Bond Counsel, spoke about the role of CDAs to protect the county or city to ensure the citizens are not responsible.

Discussion followed on TIF financing.

Mrs. Carney stated the taxes would only be incurred within the CDA district and would not be county-wide.

Supervisor Jones then restated the motion to approve the proposed draft Granite Falls Hotel/Conference and Hospitality Training Center Grant Agreement and to authorize the Chairman to sign any and all documents associated with the Grant Agreement. 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

ECONOMIC DEVELOPMENT GRANT AGREEMENT

This ECONOMIC DEVELOPMENT GRANT AGREEMENT dated as of December __, 2009 (this "Agreement"), by and among PRINCE EDWARD DEVELOPMENT, LLC or an affiliate formed by it (the "Developer"), the COUNTY OF PRINCE EDWARD, VIRGINIA (the "County"), and the INDUSTRIAL DEVELOPMENT AUTHORITY OF PRINCE EDWARD COUNTY, VIRGINIA, (the "Authority").

RECITALS:

The purpose of this Agreement is to describe certain obligations of the Developer and incentives to be provided by the County and the Authority to the Developer in connection with the development of hospitality and conference/training facilities in the County, to be known as the Granite Falls Inn & Conference Center (the "Project").

The County is authorized to execute and deliver this Agreement and to make the grant payments described herein to the Authority pursuant to Section 15.2-953B Code of Virginia of 1950, as amended (the "Virginia Code").

The Authority is authorized to execute and deliver this Agreement fulfill its obligations hereunder pursuant to Sections 15.2-4905(12) and (13) of the Virginia Code.

The County and the Authority anticipate numerous benefits to the County and its residents as a result of the development of the Project, including increased tax base for the County, additional employment and training opportunities, promotion of tourism, and enhanced economic strength of the County.

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

ARTICLE 1 – DEVELOPER'S COMMITMENTS

In consideration of the assistance being provided by the County and the Authority under the terms of this Agreement, the Developer agrees as follows, contingent upon the Developer purchasing certain land in Prince Edward County, Virginia consisting of approximately 92 acres described on Exhibit A hereto (the "Land"). Should the Developer fail to purchase the Land within one year after the date of this Agreement or should the Developer notify the County and the Authority in writing of its intention to not acquire the Land, the obligations of the County and the Authority under this Agreement shall immediately cease and terminate.

Section 1.01 Development of Project.

The Developer agrees to acquire the Land, construct or cause to be constructed, develop or cause to be developed and operate or cause to be operated the Granite Falls Inn & Conference Center consisting of approximately 150 guestrooms, an approximately 5,000 square foot spa, an approximately 59,000 square foot conference and training center and all required public infrastructure in support thereof.

Any material changes to the Project components described above shall be made only with the prior written consent of the County. The facilities described in the paragraph above shall be substantially completed within 3 years from the date of this Agreement.

Section 1.02 Financing of Project.

The Developer shall provide financing for all components of the Project except for the conference/training center whose financing will be provided for by the Authority and certain infrastructure whose financing will be provided for by the Granite Falls Community Development Authority. The County shall not be responsible for issuing any bonds, notes or other financing for the Project. All financings for the Project shall state clearly that such financing is not an obligation of the County and the County has no obligation for the payment of such financing. Any financings to be repaid from proceeds of the Grant (as defined below in Section 2.01) shall be referred to in this Agreement as the "TIF Financings". In the event the County enacts a food & beverage sales tax in the future, the outstanding debt issued by the Granite Falls Community Development Authority and secured by a food & beverage assessment shall be included in the definition of "TIF Financings".

Section 1.03 Application of Grant Proceeds.

The Developer shall use proceeds of the Grant and proceeds of any TIF Financing to pay a portion of the costs of constructing, equipping, renovating or re-equipping the Project described in Section 1.01 above and shall not use any portion of the Grant or TIF Financings to pay for any other costs.

Section 1.04 Reporting.

The Developer will provide to the County and the Authority such information as the County or the Authority may reasonably request with respect to the financing, acquisition and construction of the Project, including copies of documentation relating to the TIF Financings and a debt service schedule for the TIF Financings. The Developer will provide the County with no less than annual reports setting forth the amount and purpose of expenditures of Grant proceeds and/or TIF Financing proceeds.

**ARTICLE 2 –
COUNTY'S AND AUTHORITY'S COMMITMENTS**

In consideration of the benefits to the County as a result of the Developer's performance under this Agreement, the County and the Authority agree as follows:

Section 2.01 Grant.

The County agrees to make payments to the Authority (the "Grant") of certain incremental tax revenues (the "Incremental Tax Revenues") as described below on the terms and subject to the limitations set forth in this Agreement:

A. 80% of the incremental increase in real estate and personal property tax revenues collected with respect to the Project in any calendar year in excess of the amount of such taxes collected in calendar year 2009; and

B. 80% of the transient occupancy taxes collected in any calendar year from the Project in excess of the amount of such taxes collected in calendar year 2009; and

C. 95% of food and beverage sales taxes collected, if any, in any calendar year from the Project.

Section 2.02 Subject to Appropriation.

Payments by the County of the Grant to the Authority shall be subject to annual appropriation by the Board of Supervisors and shall not constitute a debt or general obligation of the County. The County Administrator, or other officer responsible for preparing the County's budget, will include each year in the County's budget an appropriation of the Grant to the Authority; however, payment of the Grant shall be subject to appropriation each fiscal year by the Board of Supervisors.

Section 2.03 Limitation on Amount.

The amount of Grant paid to the Authority each year shall not exceed the Incremental Tax Revenues. Payments of the Grant shall not exceed the amount of Incremental Tax Revenues actually collected by the County.

Section 2.04 Expiration of Grant.

Payment of the Grant shall terminate on the earlier to occur of (i) payment in full of the TIF Financings or (ii) December 31, 2036.

2.05. Authority's Obligations.

The Authority will apply amounts received pursuant to this Agreement to the payment of the TIF Financings. The Authority agrees to assign its rights to payment of the Grant to the lender or trustee for the TIF Financings. The Authority's obligations hereunder shall be limited to amounts paid to it by the County under this Agreement.

**ARTICLE 3 –
INDEMNIFICATION; PAYMENT OF EXPENSES**

The Developer shall indemnify, protect, and save the County, the Authority, and each of their respective officers, directors and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs, and expenses, including reasonable attorneys' fees, arising or resulting directly from the issuance of the TIF Financing. The Developer agrees to pay the costs, fees and expenses of the County and the Authority, including reasonable attorneys' fees, incurred by the County or the Authority in connection with this Agreement and the administration of the Grant. The indemnification arising under this Article III shall survive the termination of this Agreement.

**ARTICLE 4 –
TERMINATION OF THE COUNTY'S AND THE AUTHORITY'S
OBLIGATIONS**

Should any of the following circumstances occur or exist (each an "Event of Default"), the obligation of the County and the Authority to provide the Grant, as described herein, to the Developer shall cease and terminate:

A. The Developer fails to substantially complete construction of the Project components described in Section 1.01 within three years after the date of this Agreement;

B. The Developer assigns its rights hereunder without the consent of the County;
or

C. The Developer ceases to operate or cause the Project to be operated substantially as described herein for a period of 12 months.

The provisions of this Article IV are subject to the following limitation: if by reason of *force majeure* the Developer is unable in whole or in part to carry out this Agreement, the Developer shall not be deemed in default during the continuance of such inability. The term "*force majeure*" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the Commonwealth or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission lines, pipes or canals; or any other cause or event not reasonably within the control of the Developer.

**ARTICLE 5 –
TERMINATION OF AGREEMENT**

This Agreement shall terminate upon the earlier of (i) payment in full of the TIF Financing or (ii) December 31, 2036.

**ARTICLE 6 –
ASSIGNMENTS**

No party may sell or assign any interest in or obligation under this Agreement without the prior written consent of all of the parties.

**ARTICLE 7 –
LIMITED OBLIGATIONS OF THE COUNTY AND THE AUTHORITY**

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY OR THE AUTHORITY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS A DONATION OR A LENDING OF THE CREDIT OF THE COUNTY OR THE AUTHORITY WITHIN THE MEANING OF THE VIRGINIA CONSTITUTION. THIS AGREEMENT SHALL NOT

DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY OR THE AUTHORITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. THE AUTHORITY SHALL BE UNDER NO OBLIGATION TO MAKE ANY PAYMENTS HEREUNDER EXCEPT FROM MONIES PROVIDED TO IT BY THE COUNTY PURSUANT TO THIS AGREEMENT. THE AUTHORITY SHALL BE UNDER NO OBLIGATION TO MAKE ANY INVESTIGATION OR DETERMINATION AS TO ANY MATTERS THAT WOULD CONSTITUTE AN EVENT OF DEFAULT HEREUNDER AND THE AUTHORITY SHALL BE ENTITLED TO RELY ON INSTRUCTIONS PROVIDED BY THE COUNTY AS TO SUCH MATTERS.

ARTICLE 8 – MISCELLANEOUS

Section 8.01 Governing Law.

This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia. Any litigation with respect thereto shall be filed solely in the Circuit Court of Prince Edward County, Virginia. The Developer hereby waives the right, if any, to remove any case to federal court.

Section 8.02 Notices.

A. All notices required or permitted to be given pursuant to this Agreement shall be effective only if the same shall be in writing and sent by first class mail with postage prepaid, return receipt requested, or by a nationally recognized next day courier delivery service, addressed as follows:

If to the Developer:

Prince Edward Development, LLC
P.O. Box 385
Farmville, Virginia 23901

If to the County:

111 South Street
Farmville, VA 23901
Attention: County Administrator

If to the Authority:

c/o Eric A. Tinnell, Esquire
P.O. Box 919
Farmville, VA 23901

Notice shall be deemed given when deposited with the United States Postal Service by first class mail, postage prepaid or when received, if by next day courier delivery service.

B. Any addressee may designate additional or different addresses for communications by notice given under this Section to each other.

Section 8.03 Severability.

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and in lieu of each term, covenant or condition that is found to be invalid or unenforceable, a provision may be added as a part of this Agreement that is mutually agreeable to County and the Developer and is as similar to the invalid or unenforceable term, covenant or condition as may be possible and be valid and enforceable.

Section 8.04 Waiver.

Any party to this Agreement may waive any right or remedy hereunder, if permitted by law, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of that party's rights for any subsequent or continuing breach of such provision.

Section 8.05 Liability of Officers and Agents.

No officer, agent, or employee of the County or the Authority shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty required by law.

Section 8.06 Counterparts.

This Agreement may be executed in several counterparts, including separate counterparts, and each shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, all as of the date above written.

PRINCE EDWARD DEVELOPMENT,
LLC

Member

By: _____
Robert D. Fowler, Managing

VIRGINIA
COUNTY OF PRINCE EDWARD,

By: _____
County Administrator

APPROVED AS TO FORM:

_____, County Attorney

INDUSTRIAL DEVELOPMENT
AUTHORITY
OF PRINCE EDWARD COUNTY,
VIRGINIA

By: _____
Chairman

EXHIBIT A

DESCRIPTION OF THE LAND

In Re: Interim Agreement with Crowder Construction

Chairman Fore said that at the October 29, 2009 Board of Supervisors meeting, a Public Hearing was conducted regarding the Interim Agreement submitted under the Public-Private Educational Facilities and Infrastructure Act of 2002 (PPEA). The Interim Agreement provides for a public-private partnership to provide the County engineering design and pre-construction services for the development of a water treatment facility and water distribution system utilizing the Sandy River Reservoir as a water supply. At the conclusion of the public hearing the Board voted to delay a decision concerning the Interim Agreement until the December Board meeting.

Supervisor Ward stated the conflict of interest issue needs to be resolved. Mr. Ennis said the interest of Draper Aden has been declared from the first day, and has always disclosed its relationship to Crowder Construction. He said the Board must exercise its judgment of Crowder Construction and Draper

Aden. Mr. Ennis said the Board retained independent engineers to review the proposal that had been submitted to make certain those proposals were appropriate for the project. He said the Board is aware of the County's past relationship with Draper Aden and the current relationship Draper Aden has with Crowder Construction as part of the PPEA proposal. Mr. Ennis said whether or not an actual conflict of interest exists, the Board will have to decide if its done its due diligence with respect to the engineering content of this proposal. He said the relationship between the two parties was always public.

Supervisor Moore made a motion to approve entering into the Interim Agreement between the County of Prince Edward, Virginia and Crowder Construction Company for Design and Construction of the Sandy River Reservoir Water Treatment and Distribution Project

Supervisor Ward made a substitute motion to postpone the vote until the new Board members are seated. 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
------	--------------	------	---

Supervisor Moore then restated his motion to approve entering into the Interim Agreement between the County of Prince Edward, Virginia and Crowder Construction Company for Design and Construction of the Sandy River Reservoir Water Treatment and Distribution Project. 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: Reimbursement Resolution.

Chairman Fore said that following the approval of the PPEA Interim Agreement, the Board of Supervisors would wish to consider the reimbursement resolution drafted by Ms. Bonnie France, County Bond Counsel. He said adoption of this resolution would enable the County to include any costs associated with the Interim Agreement into any potential long-term debt financing.

Supervisor Simpson made a motion to adopt the reimbursement resolution; 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
------	---	------	--------------

**RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF PRINCE EDWARD, VIRGINIA DECLARING ITS
INTENTION
TO REIMBURSE ITSELF FROM THE PROCEEDS OF ONE OR MORE
FINANCINGS FOR WATER SYSTEM IMPROVEMENTS**

The Board of Supervisors of the County of Prince Edward, Virginia (the “County”) has determined that it may be necessary or desirable to advance money to pay certain costs of water system improvements, consisting primarily of design and engineering (the “Project”).

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

1. The Board of Supervisors adopts this declaration of official intent under Treasury Regulations Section 1.150-2.
2. The Board of Supervisors reasonably expects to reimburse advances made or to be made by the County to pay the costs of the Project from the proceeds of its debt or other financings. The maximum amount of debt or other financing expected to be issued in one or more series for the Project is \$2,000,000.
3. This resolution shall take effect immediately upon its adoption.

In Re: Authorization to Sign Interim Agreement with Crowder Construction

Supervisor Moore made a motion to authorize Chairman Fore to sign the Interim Agreement between the County of Prince Edward, Virginia and Crowder Construction Company for Design and Construction of the Sandy River Reservoir Water Treatment and Distribution Project. 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: County Administrator's Report

Mr. Bartlett said the Board has been invited to a walk-through of the new library building on Wednesday, December 30, at 11:00 a.m. He added the Board will wish to review the VACo Committee Interest Form; if any members are interested in serving on a committee, the form needs to be returned to VACo by December 15.

In Re: Personnel Committee Report – Parking Agreement

Mr. Bartlett said the Personnel Committee met on December 7, 2009 to discuss the forthcoming cost that will be assessed on courthouse employees for parking in the town's municipal parking lot. The Committee unanimously agreed to recommend to the Board that the County enter into a five-year agreement with the Town, which will provide that the County will pay the town quarterly for the cost of the parking.

After some discussion, Supervisor Moore made a motion that the proposed Parking Agreement between the County of Prince Edward and the Town of Farmville be submitted to the Town for approval by Town Council. 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

**PARKING AGREEMENT
BETWEEN
COUNTY OF PRINCE EDWARD, VIRGINIA
AND
TOWN OF FARMVILLE, VIRGINIA**

THIS AGREEMENT is made this --- day of December, 2009, by and between the **COUNTY OF PRINCE EDWARD, VIRGINIA**, hereinafter referred to as “the County”, party of the first part, and the **TOWN OF FARMVILLE, VIRGINIA**, hereinafter referred to as the “Town”, party of the second part.

WHEREAS, the Town owns and maintains the parking lot bounded by South Street and Virginia Street located immediately to the South of the Prince Edward County Courthouse, hereinafter referred to as the “Town parking lot”.

WHEREAS, the Town parking lot provides the primary parking spaces for employees working in the County Courthouse.

WHEREAS, the Town has invested considerable financial resources into the expansion and maintenance of the Town parking lot.

WHEREAS, the Town Council has determined the Town will charge for parking in the Town parking lot in order to recoup the Town’s investment and ongoing maintenance costs associated with the Town parking lot.

WHEREAS, the Town Council has set the charge for parking at twenty-five cents (\$.25) per hour.

WHEREAS, in consideration of the work performed by employees working in the County Courthouse in support of Town operations and the assistance they provide Town residents, the Town Council has agreed to provide a discounted rate to the County.

WHEREAS, the Town and County desire to enter into an agreement to allocate parking spaces for employees working in the County Courthouse and Visitor Center.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: that for and in consideration of the promises and the mutual covenants and undertakings of the parties to this agreement, the parties mutually agree with each other as follows:

Sec 1. Upon execution of this agreement by the Town and the County, the Town will provide 120 parking spaces in the Town parking lot for use by the employees working in the County Courthouse and Visitor Center.

Sec 2. In consideration of the spaces provided the County agrees to pay to the Town one dollar (\$1) per space per working day. It is mutually agreed by both parties there are 239 working days in a calendar year. Charges for such spaces commences on -----.

Sec 3. The Town shall provide the County a control mechanism for allocating spaces to employees working in the County Courthouse and Visitor Center. In consideration of the fact that numerous departments have employees that work shift or part-time schedules the Town recognizes there are more than 120 employees that work in the County Courthouse and Visitor Center but only 120 parking spaces are needed at any one time.

Sec 4. The County shall pay the Town on a quarterly basis for spaces rented. Payment will commence at the time parking controls are established by the Town.

Sec 5. This agreement will remain in effect for five years. Upon thirty days notice to the Town the County may reduce the number of spaces listed in Section 1 for which payment is received.

Sec 6. The Town agrees to provide the County most favored status in regard to rental of parking spaces in the Town parking lot. If the Town provides parking spaces to another entity at better rates than herein provided this agreement will be amended to provide those same rates to the County. This Section only applies to agreements entered between the Town and another entity after January 1, 2010.

Sec 7. If the Town ceases to charge private citizens for parking in the Town parking lot this agreement will become null and void and the Town agrees not to charge for spaces occupied by employees working in the County Courthouse and Visitor Center.

WITNESS the following signatures and seals.

**BOARD OF SUPERVISORS OF THE COUNTY
OF PRINCE EDWARD, VIRGINIA**

Chairman, Board of Supervisors

ATTEST:

Clerk

TOWN OF FARMVILLE

Mayor, Town of Farmville

ATTEST:

Clerk

In Re: Motor Vehicle License Tax Ordinance

Chairman Fore said members of the Board have received calls from a number of citizens who are being assessed the Motor Vehicle License Tax on inoperable vehicles. This is correct under the current county ordinance.

Chairman Fore then requested the original committee that worked on the drafting of this ordinance to discuss this issue and determine if amendments to the county ordinance are warranted. A public hearing will be scheduled, if necessary. The committee comprises: Supervisor Simpson, Supervisor McKay, the County Attorney, the County Administrator, the Commissioner of Revenue and the Treasurer.

In Re: Personnel Committee Report – Compensatory Time

The County Administrator and the Assistant County Administrator had advised the Personnel Committee of the potential need to pay one employee for unused compensatory time in excess of the county's maximum carry-over due to extraordinary circumstances within the department that prevented this employee from being able to use the compensatory time by taking the time off. The Committee has unanimously agreed that the circumstances warranted this exception.

Mr. Bartlett said this employee has accumulated 180 hours of compensatory time, which is 140 hours more than is allowed to be carried over.

Supervisor Moore made a motion to authorize the exception to the County Personnel Policy and pay the employee for the accumulated compensatory time; the motion carried:

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

In Re: Pre-application for a Rural Development Loan

Mr. Bartlett said to move forward with the process of relocating State Route 628, he requests authorization to submit a pre-application to Rural Development for a loan which will cover the balance of the relocation costs after the application of the funds received from VDOT in the Revenue Sharing agreement. He said the pre-application will trigger an intergovernmental review process by Rural Development and other governmental agencies, which will take approximately 90 days. After this process the County can then apply for a rural development loan. He said payment periods can be as long as 40 years and the current rate is 4.25%.

Mr. Bartlett said the pre-application process does not obligate the County to either expend any funds on the project or make an application for the loan. He said the pre-application merely continues to move the project forward and keeps another funding option open for the County. If the Granite Falls Inn project continues to move forward, payment for any loan would be reimbursed by the developer to the

County per the contract agreement. If the Granite Falls Inn project is not completed, such a loan would provide a funding mechanism for the County if the Board continues to desire to relocate the road for safety reasons as discussed previously.

Supervisor Jones made a motion to authorize the County Administrator to submit a pre-application request to Rural Development, and to authorize the Chairman and/or the County Administrator to sign all necessary documents; 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: Animal Warden's Report

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

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

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	

the meeting was adjourned at 9:07 p.m.