



**PRINCE EDWARD COUNTY
BOARD OF SUPERVISORS**

SUPERVISORS
BOARD MEETING

December 8, 2009
7:00 P.M.

AGENDA

7:00 p.m.	1.	The Chairman will call the <u>December</u> meeting to order.	1
	2.	Invocation	1
	3.	<u>PUBLIC PARTICIPATION:</u> <i>Citizens wishing to address the Board are asked to please sign the Public Participation Register prior to the beginning of the meeting</i>	3
	4.	Board of Supervisors Comments	5
	5.	<u>Consent Agenda:</u>	
		a. Treasurer's Report	7
		b. Approval of Minutes: November 17, 2009	9
		c. Review of Accounts & Claims	49
		d. The County Administrator reported that checks have been issued pursuant to the order of the Board of Supervisors as to salaries, etc., the amount of which salaries have been heretofore approved.	67
	6.	Highway Matters	69
	7.	VDOT Revenue Sharing: Project Administration Agreement	71
	8.	Community Development Block Planning Grant: Granite Falls Conference Center	77
	9.	Economic Development Grant Agreement: Granite Falls	81
	10.	PPEA Interim Agreement	91
	11.	Reimbursement Resolution	123
	12.	<u>County Administrator's Report</u>	125
	13.	<u>Correspondence:</u>	129
		a. Buggs Island Telephone Cooperative	130
		b. Citizen E-mail, RE: Back Hampden-Sydney Road	131
	14.	<u>Upcoming Events:</u>	133
		a. EPA Public Hearings on Chesapeake Bay TMDL	134
		b. VACo County Supervisors Forum	139
		c. Supervisors Collaborative Governance and Decision Making Course	142
		d. VACo/VML Center for Rural Virginia Event	143
		e. VACo/VML Legislative Day	144

15.	<u>Monthly Reports:</u>	145
	a. Animal Control	146
	b. Building Official	147
	c. Cannery	148
	d. Prince Edward County Public School	149

(NOTE: Additional agenda items may be added to the Table Packet, which will be available for review after 4:30 p.m. on Tuesday, December 8, 2009.)



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: December 8, 2009
Item No.: 1 & 2
Department: Board of Supervisors
Staff Contact: W.W. Bartlett
Issue: Call to Order and Invocation

Summary: Chairman William G. Fore, Jr. will call to order the **December** meeting of the Prince Edward Board of Supervisors and ask for an invocation.

Attachments: None.

Recommendation: None.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: December 8, 2009
Item No.: 3
Department: Board of Supervisors
Staff Contact:
Issue: Public Participation

Summary: (Space for notes based on citizen input.)

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.

Attachments: None.

Recommendation: Follow up, if needed.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

PUBLIC INPUT TRACKING LOG

ITEM NUMBER	CITIZEN REMARK	REMARK DATE	REPEAT REMARK Y N	STATUS
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: December 8, 2009
Item No.: 4
Department: Board of Supervisors
Staff Contact:
Issue: Board of Supervisors Comments

Summary: The Board has set aside ten minutes for Board members to respond to citizen input from Public Participation.

Attachments: None.

Recommendation: Follow up, if needed.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: December 8, 2009
Item No.: 5-a
Department: Board of Supervisors
Staff Contact: Mable Shanaberger
Issue: Consent Agenda - Treasurer's Report

Summary: Due to tax collections, we do not anticipate a Treasurer's Report will be available for this month's Board agenda.

Attachments:

Recommendation:

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: December 8, 2009
Item No.: 5-b
Department: Board of Supervisors
Staff Contact: Karin Everhart
Issue: Consent Agenda – Minutes

Summary: Board meeting minutes are attached.

Attachments: November 17, 2009

Recommendation: Approval.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

November 17, 2009

At the regular meeting of the Board of Supervisors of Prince Edward County, held at the Court House, thereof, on Tuesday the 17th day of November, 2009; at 7:00 p.m., there were present:

Sally W. Gilfillan

Robert M. Jones

Charles W. McKay

James C. Moore

Howard F. Simpson

Lacy B. Ward

Mattie P. Wiley

Absent: William G. Fore, Jr.

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; Beverly Booth, Commissioner of Revenue; Bonnie France, Bond Counsel, McGuire Woods; Alan Leatherwood, P.E., VDOT Residency Administrator; Mark McKissick, Assistant Resident Engineer, VDOT; Ray Foster, Animal Control Officer; and Vicki Horn, Deputy Animal Control Officer.

Vice-Chairman Simpson called the November meeting to order, and said that Chairman Fore is at home recuperating from an illness, and doing fine. Supervisor Moore offered the invocation.

In Re: Public Participation

Mr. Frank Harrison, Leigh District, asked for an explanation of the license tax and its guidelines. Beverly Booth, Commissioner of Revenue stated that the license tax is paid in advance; for example, the tax is paid this fall for 2010. In 2008, the 2009 license tax was included on the tax bills, and in 2009, the license tax for 2010 is on the current bills. In 2010, the County will collect for 2011. She said the assessment and tax is for vehicles owned January 1 of that year. She said decals used to be issued in March, but the taxes are now based on the calendar year.

Mr. James Ennis, County Attorney, said the license tax is assessed exactly as the personal property tax and is based on the vehicle owned the prior January 1. If the vehicle is sold, the tax is still owed, and neither tax is prorated.

Sharon Dotson, Leigh District, spoke on the Sandy River Reservoir being used as a public water source and its history, and the water and wastewater treatment systems. She questioned the taxpayer's money being spent on drilling a well to supply The Manor and the golf course with water. She also commented on the apparent conflict of interest regarding Draper Aden. Mrs. Dotson then spoke about the PPEA project, an increase in tax rates, and voiced her concerns regarding the relocation of a road for a hotel/conference center, but not offering assistance to residents on a private road.

Kenneth Jackson, Leigh District, said he appreciates the years of service of the Board members, and added he is glad to see change coming. He then asked the cost of the retreat some of the Board members attended the previous week. Mr. Jackson then asked the status of the road for the Jackson property, and thanked the VDOT representatives for the work done on Route 460.

In Re: Board of Supervisors Comments

Mr. Wade Bartlett, County Administrator, 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.

Supervisor Gilfillan asked the new Board of Supervisors members to stand and be recognized. Mr. Don Gantt and Mr. Jim Wilck stood. She then thanked the Farmville Herald and Dr. Gaskins for the article on the moving of Prince Edward County Courthouse and the history.

Supervisor Moore said he appreciates the work done on Route 460 and said it is a great improvement.

Supervisor McKay asked when the County paid to drill wells. Mr. Bartlett said that no county funds went to drill wells; the drilling of the wells was paid for by The Manor.

Supervisor Ward asked for an update on the status of the project to install the road on the Jackson property. Mr. Pickett said the project had been delayed due to the inability to access the property to check for wetland issues. He added a stone driveway had been built as part of the Bush 4B project. Supervisor Ward then asked if there was an agreement for maintenance. Mr. Bartlett said there was not, that it is a private drive. After some further discussion, Supervisor Jones asked if any money has been spent on the project to date; Mr. Pickett said no money has been spent.

Supervisor Ward then questioned the conflict of interest issue regarding Draper Aden as was brought up by Mrs. Dotson. He said when the application had been submitted, Draper Aden had been considered a partner and then later a sub-contractor in the Interim Agreement. Supervisor Jones asked if an attorney stated there is a conflict of interest and asked for proof. Supervisor Ward stated a knowledgeable citizen, Mr. Jack Houghton wrote a number of letters in reference to conflict of interest; he then suggested an investigation be done on the Jackson property road issue.

In Re: Consent Agenda

On motion of Supervisor Moore and carried:

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

Absent: William G. Fore, Jr.

the Board accepted the Treasurer's report for July 2009; the minutes of the meetings held September 8, 2009, at 7:00 p.m., and October 13, 2009 at 7:00 p.m.; Accounts and Claims; Salaries; an erroneous assessment for Mid-Atlantic Contractors in the amount of \$7,300.80; an erroneous assessment for Mildred Wright Reid in the amount of \$279.30; an erroneous assessment for Emma Saunders in the amount of \$407.78; and the Posting of County Land for No Hunting.

July 2009

Fund balances were as follows:

General Fund	125,892.30	
General Fund Reserved for Investment	5,695,179.69	5,821,071.99
PPEA Fund		17,697.10
Industrial Development Authority Fund		747,202.52
Recreation Fund Reserved for Investments		26,914.90
Forfeited Assets Fund Reserved for Investments		114,488.57
School Capital Projects Fund - VPSA		183.55
School Capital Projects Fund - QZAB01		415.17
Underground Storage Tank Fund		21,010.00
Economic Development Fund		493,426.98
Board of Public Welfare Special Account		3,307.58
Piedmont ASAP Fund		260,480.63
QZAB Debt Services Fund		174,097.00
Landfill Construction Fund		330,742.40
PCS Fund		231,706.10
Revenue Sharing Fund		66,964.86
Retirement Benefits Fund		10,239.00
School Capital Projects Fund - QZAB02		278,688.35
Dare Donations Fund		1,820.60
School Cafeteria Fund		173,676.94
Prince Edward Community Development Fund		(1,688.00)
Water Fund		4,109.82
Sewer Fund		236.90
School Fund		328,843.43
		9,426,880.17

Cash accounts were as follows:

Cash in Office	1,000.00
Cash in Banks	1,892,237.44
Warrants Payable (School Fund)	0.00
General Fund Investments	5,695,179.69
VPSA Investments	183.55
QZAB01 Investments	415.17
Underground Storage Tank Fund	21,010.00
Recreation Fund Investments	26,914.90
QZAB02 Investments	279,162.15
Landfill Construction Fund for Investment	330,742.40
Forfeited Asset Fund for Investment	111,488.57
Industrial Development Authority Fund for Investment	747,202.52
	9,105,536.39

*Of this \$5,821,071.99 in the General Fund, \$10,581,550.48 is encumbered for:

Transfers in:

School Fund	7,968,525.00
VPA Fund	495,657.44
Water Fund	625,000.00
Sewer Fund	625,000.00
IDA Fund	28,280.48
Retirement Benefits Fund	32628
Debt Obligations	806,459.56
Total	10,581,550.48

This leaves an unencumbered balance of (\$4,760,478.49) in the General Fund.

STATEMENT OF DEPOSITORY BALANCES

Balances as of July 2009:

Checking Accounts:

Benchmark Community Bank	74,939.94
Wachovia Bank	335,356.27
BB&T	2,557,801.95
Bank of America	361,164.16

3,329,262.32

Investment Accounts:

Benchmark Community Bank	939,226.66
Wachovia Bank	0.00
Citizens Bank & Trust Company	236,009.83
BB&T	2,269,694.16
Planters Bank & Trust	398,260.08
Mentor Investments	162,310.84
SNAP (State Non-Arbitrage Plan)	183.55
Bank of America	1,769,688.95

5,775,374.07

	<u>LIABILITIES</u>	
Virginia Department of Taxation	State sales tax	5.25

BOARD OF SUPERVISORS

Farmville Herald	Advertising	414.38
William G. Fore, Jr.	Mileage	18.15
Robert M. Jones	Mileage	44.00
Charles W. McKay	Mileage	138.60
James C. Moore	Mileage	357.50
Howard F. Simpson	Mileage	215.60
Business Card	Soft drinks & water	44.41
	Lodging	1,899.60
		1,944.01

COUNTY ADMINISTRATOR

Business Card	Postage	22.08
	Lodging	278.44
AT&T	Phone	162.92
Moonstar BBS	Monthly service-November	16.67
	DSL	95.00
CenturyLink	Phone	466.77
US Cellular	Phone	129.26
National Association of Counties	FY10 Dues	404.00
Diamond Springs	Water & equipment rental	15.70
HR Direct	Office forms	306.81
Key Office Supply	Tapes	39.80
	Ink cartridges	170.97
	Office supplies	6.75
	Paper	43.99
	Calendars	13.77
	Return merchandise	-6.99
Visible	W2/1099 Forms & envelopes	268.05
Town of Farmville	Gas	69.94
University of Virginia	FY10 Salary survey	360.00

COMMISSIONER OF REVENUE

AT&T	Phone	59.53
Treasurer of Virginia	Online service	125.38
Moonstar BBS	Monthly service - November	16.67
Ntelos	Internet	20.44
CenturyLink	Phone	203.30
Beverly M. Booth	Mileage	138.60

ASSESSOR

Wampler-Eanes Appraisal	Assess new construction	1,400.00
Farmville Herald	Advertising	97.50

TREASURER

Virginia Employment Commission	Unemployment	2.43
James W. Elliott, Attorney	Advertising	483.00
AT&T	Phone	116.66

Treasurer of Virginia	Online service		132.11
Moonstar BBS	Monthly service - November		16.66
CenturyLink	Phone		225.02
Virginia Employment Commission	Online service		100.00
BB&T	Lock box rental		49.00
Stephanie Bappert	Mileage		138.60
University of Virginia	Recertification fee		75.00
Key Office Supply	Service contract	199.00	
	Ink cartridges	53.97	
	Copy paper	89.85	
	Computer paper	299.94	
	Data binder	5.99	
	4GB drive / 4 port hub	41.85	690.60
Business Data of Virginia, Inc.	Software		104.85

INFORMATION TECHNOLOGY

Business Data of Virginia, Inc.	Travel expenses		325.00
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ELECTORAL BOARD AND OFFICIALS

Samuel A. Martin, Jr.	Salary		584.68
Gordon V. Smith	Salary		584.68
William Eugene Watson	Salary	1,169.32	
	Copies	10.00	
	Postage	22.00	
	Mileage	166.10	
Barbara Atkins	Official	75.00	1,442.42
	Meeting	25.00	100.00
Ruby F. Amos	Official	75.00	
	Meeting	25.00	100.00
Barbara Barnes	Official		75.00
Robert L. Barnes	Official		75.00
Mary L. Baylis	Official		75.00
Jennifer Bolt	Prepare certificates		40.00
William E. Brandt, Sr.	Official		75.00
Wendell Brown	Official		75.00
Pamela Clinton	Official		75.00
Cynthia Cave	Official		75.00
Peggy S. Cave	Official	75.00	
	Meeting	25.00	100.00
Edwina Covington	Official		75.00
James H. Davis	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	150.00
Rachael E. Dove	Official		75.00
Sheila Eames	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	150.00
Lynn H. East	Official	75.00	

	Meeting	25.00	100.00
Vincent Eanes	Official		75.00
Nancy D. Fawcett	Official		75.00
Emmett L. Ferguson	Official		75.00
Linda Finch	Official		75.00
Moses Ford	Official		75.00
Beth M. Fore	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	150.00
Betty A. Gibbs	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	
	Mileage	15.00	165.00
Yolanda Gladden	Official	95.00	
	Meeting	25.00	
Ernest Green	Official		75.00
Edward Lee Helton, Jr.	Official	75.00	
	Meeting	25.00	
Esther W. Hollingsworth	Official		75.00
Carleene Sue Horne	Official		75.00
Frances D. Jasper	Official	75.00	
	Meeting	25.00	100.00
John Jennings	Official		75.00
Donald B. Kellum, Jr.	Official		75.00
James Lee, Junior	Official		75.00
Jean W. Lee	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	
	Mileage	15.00	165.00
Phyllis Mason	Official		75.00
Lora P. McElhenie	Official		75.00
Patricia Montague	Official		75.00
Frances C. Moore	Official		50.00
Tola Morgan	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	
	Mileage	10.00	160.00
Grace E. Moton	Official		75.00
Deanna Lee Nash	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	
	Mileage	15.00	165.00
Rebecca L. Randolph	Official	75.00	
	Meeting	25.00	100.00
Mary G. Reed	Official		75.00

Rosalie B. Robertson	Official	75.00	
	Meeting	25.00	100.00
Robert Saunders	Set up polls		75.00
Bertha E. Shepperson	Official		75.00
Claudia Sommers	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	
	Mileage	10.00	160.00
Scott J. Simms	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	
	Mileage	15.00	165.00
Margaret Stockton	Official	75.00	
	Meeting	25.00	100.00
James B. Towler	Official		75.00
Michael Scott Warner	Official		75.00
Virginia H. Wilson	Official		75.00
Lucie Zehner	Official	95.00	
	Meeting	25.00	
	Phone	10.00	
	Ballots	20.00	
	Mileage	15.00	165.00
Farmville Herald	Advertising		95.40
Darlington Heights Fire Department	Rent		100.00
Elks Lodge #269	Rent		200.00
Farmville Volunteer Fire Department	Rent		100.00
Hampden-Sydney Fire Department	Rent		100.00
Mt. Zion Second Baptist Church	Rent		200.00
Prospect Volunteer Fire Department	Rent		100.00
Rice Volunteer Fire Department	Rent		100.00
Mt. Pleasant Church	Rent		200.00
Dale L. Bolt	Towels/tissue/spray		51.27

REGISTRAR

Virginia Employment Commission	Unemployment		0.61
Dale L. Bolt	Postage		6.80
AT&T	Phone		58.73
Treasurer of Virginia	Online service		3.25
CenturyLink	Phone		147.59
Key Office Supply	Office supplies		266.61

CIRCUIT COURT

AT&T	Phone		62.34
CenturyLink	Phone		175.03

GENERAL DISTRICT COURT

AT&T	Phone-Juv. Prob.	193.53	
	Phone-J&D	97.07	

	Phone-Gen. Dist. Court	98.98	389.58
CenturyLink	Phone-J&D	96.94	
	Phone-Juv. Prob.	102.89	
	Phone-Gen. Dist. Court	293.27	493.10
U S Cellular	Phone		28.48

SPECIAL MAGISTRATES

AT&T	Phone		214.03
Treasurer of Virginia	Pager rental		16.36
McMillian Pager Service	Pager rental		15.90
CenturyLink	Phone		96.71

CLERK OF THE CIRCUIT COURT

Virginia Employment Commission	Unemployment		3.17
AT&T	Phone		121.29
CenturyLink	Phone		270.83
Kinex Networking Solution	DSL		74.95
Caskie Graphics, Inc.	Folders		278.88

LAW LIBRARY

AT&T	Data line		34.38
Embarq	Data line		32.23
LexisNexis	Online service		207.00

COMMONWEALTH'S ATTORNEY

Pitney Bowes, Inc.	Ink cartridge		55.86
AT&T	Phone		152.35
Kinex Networking Solutions	Internet		49.95
CenturyLink	Phone		283.87
Brian Butler	Mileage	136.40	
	Meals	31.39	167.79
Morgan Greer	Mileage		60.50
Edward A. Mann	Mileage & tolls	136.40	
	Meals	13.08	149.48
Shred-It	Shredding service		84.00
Matthew Bender & Company, Inc.	09 Anno Citator		111.46

VICTIM WITNESS ASSISTANCE PROGRAM

Embarq	Phone		76.76
Cindy Sams	Mileage		66.00
Centering Corporation	Brochures		22.83
Channing Bete Company, Inc.	Pamphlets		33.85
Key Office Supply	Paper/appt book/binder	38.76	
	Ink cartridges/index	47.09	85.85

SHERIFF

Virginia Employment Commission	Unemployment		15.66
Ridge Animal Hospital	Vaccinations		227.61
East End Motor Company, Inc.	Brake rotors & pads	431.61	
	Brake rotor & pads	481.80	

	Oil change/rotate tires	181.42	
	Oil change	63.14	
	Inspection/oil change	70.43	
	Wrecker service/battery	315.91	1,544.31
Express Care	Oil changes (6)		322.77
Wohlford's Radar	Calibrations		168.00
Business Card	Postage	132.00	
	Meals & lodging	585.48	
	Fees	71.31	
	Gas	126.13	914.92
AT&T	Phone		671.78
Embarq	Line to hospital	10.36	
	Phone	473.34	483.70
Embarq Communications, Inc.	Phone		77.48
US Cellular	Phone		822.79
William Cary	Meals		10.98
Joseph Sprague	Meals	16.36	
	Gas	27.82	
	Visor vents	60.99	105.17
Diamond Springs	Water & equipment rental		92.85
Farmville Printing	Envelopes		70.00
Key Office Supply	File folders		6.59
Town of Farmville	Gas		6,359.34
Commtronics of Virginia	Siren & switch box		524.64
Crossroads Ford of Virginia	Install lightbar		360.00
Farmville Auto Parts	Battery	75.99	
	Halogen capsule	10.86	86.85
DMV	ID cards		20.00
Moore Medical, LLC	Latex gloves		629.80
Southern Police Equipment Company	Mag-charger lamp	31.93	
	Batteries/pistol grip	103.92	
	Gun supplies	47.98	
	Uniforms	137.95	
	Hat	59.80	381.58
Town Police Supply-Richmond	Ammunition		1,774.26
Just Sew Embroidery	Embroidery	115.80	
	Sew patch	10.00	125.80
Matthew Bender & Company, Inc.	Crime & Traffic Law	53.47	
	09 Repl Vol 7A & 7B	101.46	
Kinex Networking Solution	Computer memory		137.20
USA Mobility Wireless, Inc.	Pager rental		82.68

SHERIFF - COURTS

Virginia Employment Commission	Unemployment		1.63
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FARMVILLE VOLUNTEER FIRE DEPARTMENT

Elecom, Inc.	Pager repair		90.00
Farmville Auto Parts	Terry towel		10.29
Farmville Volunteer Fire Department	Webhosting	49.90	
	Phone	81.06	

	Internet	24.90	
	Insurance	8,586.00	
	Hose/turbo/elbow	143.24	8,885.10
Fire & Safety Equipment Company	ICM 2000		1,495.00
NAFECO, Inc.	Coat and lettering	790.66	
	Lettering	313.48	1,104.14
Witmer Public Safety Group	Shields	190.00	
	Radio straps	21.95	211.95

RICE VOLUNTEER FIRE DEPARTMENT

C. W. Williams	Vests & gloves		2,036.17
Farmville Auto Parts	Starter & battery	243.59	
	Truck parts	11.28	254.87
Goodman Truck & Tractor	Filters	44.87	
	Handle	20.97	
	Inspections (2)	102.00	167.84
Parker Oil Company, Inc.	Propane		100.28
CenturyLink	Phone		88.44
Dominion Virginia Power	Electric service		317.04

PROSPECT VOLUNTEER FIRE DEPARTMENT

C. W. Williams	Air mask bags	137.00	
	Imaging camera charger	437.00	574.00
Carpet House	Paint & supplies	502.50	
	Installed tile	920.00	1,422.50
Fire & Safety Equipment Company	Calibrate gas detector	35.00	
	First Aid supplies	137.01	
	Recharge fire extinguisher	33.00	205.01
Goodman Truck & Tractor	Hub cap	3.53	
	Hub cap & cover	16.61	
	Oil change & service	497.86	518.00
Parker Oil Company, Inc.	Propane		140.52
CenturyLink	Phone		158.80
Town of Farmville	Fuel		235.41
Dominion Virginia Power	Electric service		625.22

DARLINGTON HEIGHTS VOLUNTEER FIRE DEPARTMENT

Darlington Heights			
Volunteer Fire Department	Insurance		9,125.00
East End Motor Company, Inc.	Inspection		51.00
Elecom, Inc.	Antenna	23.50	
	Battery	182.41	205.91
Ellington Energy Service	Propane	500.71	
	Service oven/burners	131.25	631.96
Farmville Auto Parts	Wire & cable	14.32	
	Oil & filter	98.96	
	Oil filter	6.93	
	Valve cover gasket set	19.99	
	Tire pressure gauge	30.40	170.60
Stellar One Bank	Loan payment		501.50

Southside Electric Cooperative	Electric service	345.63
Verizon	Phone	133.46

PAMPLIN VOLUNTEER FIRE DEPARTMENT

AT&T	Phone	42.48
Fire & Safety Equipment Company	Extinguisher maintenance	16.65
Pamplin Volunteer Fire Department	Fuel	277.90
Verizon	Phone	111.27
Dominion Virginia Power	Electric service	220.91

EMERGENCY SERVICES

Korman Signs	Signs & hardware	309.04
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REGIONAL JAIL & DETENTION

Family Preservation Services	Electronic monitoring	900.00
Piedmont Regional Jail	Inmate per diem	3,671.80

BUILDING OFFICIAL

US Cellular	Phone	40.49
Coy Leatherwood	Meal	5.56
	Meeting registration	15.00
Town of Farmville	Gas	249.58

ANIMAL CONTROL

Virginia Employment Commission	Unemployment	4.61
Luck Stone Corporation	Stone	241.89
W. C. Newman Company, Inc.	Concrete	396.50
East End Motor Company, Inc.	Inspections (2)	36.50
Dominion Virginia Power	Electric service	65.03
Embarq	Phone	31.61
US Cellular	Phone	83.23
Harwood & Son Insurance	Bond-Foster	100.00
Victoria Horn	Mileage	193.60
Eric Lee Brankley	Bounty	50.00
Thomas Allen Pherson	Bounty	50.00
Brian Stegall	Bounty	50.00
John T. Adams	Bounty	100.00
Michael Wade Vernon	Bounty	50.00
Key Office Supply	Office supplies	72.29
M&W Printers, Inc.	Dog tags	1,106.40
VACA	Animal law handbooks	50.00
Walmart	Photo processing	54.44
	Dog food	105.00
	Bleach & sprayer	14.08
Town of Farmville	Gas	173.52
		483.47

BIOSOLIDS MONITORING

Manuel H. Toombs, Jr.	Phone	24.67
US Cellular	Phone	32.23
Town of Farmville	Gas	331.71

REFUSE DISPOSAL

Virginia Employment Commission	Unemployment		63.12
Resource International	Miscellaneous work tasks	812.00	
	Storm water compliance	406.00	
	MRF assessment	696.00	
	Groundwater monitoring	23,963.78	25,877.78
Wright's Excavating	Worked scalehouse	160.00	
	Landfill operation	42,187.50	42,347.50
Lowe's	Washers & bolts	11.98	
	Wasp spray	16.41	
	Padlocks	43.95	72.34
Wilck's Lake Sheds, Inc.	Door		237.00
East End Motor Company, Inc.	Alternator & battery		989.02
Southern States	Rubber straps/gloves		19.95
Arena Trucking Company	Trash collection		368.00
Emanuel Tire of Virginia	Tire recycling		4,086.30
STEPS, Inc.	Recycling fee		2,507.97
Southside Electric Cooperative	Pamplin site	55.19	
	Virso site	94.03	149.22
Dominion Virginia Power	Leachate pump	121.44	
	Scalehouse	60.16	
	Rice site	61.44	
	Cell C pump station	21.20	
	Green Bay site	54.20	
	Worsham site	53.32	
	Prospect site	67.90	
	Landfill site	47.49	487.15
AT&T	Phone		204.84
Embarq	Phone		119.36
CenturyLink	Phone		113.32
US Cellular	Phone		43.74
Verizon	Phone		125.77
O. O. Stiff, Inc.	Monthly service		662.50
Town of Farmville	Gas		1,135.76
Newman Tire Company, Inc.	Tires		620.00
Kraftsman	Utility trailer		2,085.00

LITTER CONTROL

Kraftsman	Utility trailers (2)		4,170.00
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GENERAL PROPERTIES

Air Conditioning Equipment	HVAC Annual contract		3,360.00
OK Termite & Pest Control	Exterminating service		150.00
Thyssenkrupp Elevator	Service contract-Oct/Dec		1,975.43
Taylor-Forbes Equipment Company	Hitch pin		8.64
Southside Electric Cooperative	Sandy River Reservoir lights		31.47
Dominion Virginia Power	Roy Clark monument	22.82	
	Courthouse	12,324.36	
	Shop	49.56	

	Sheriff Department shed	5.50	
	Worsham Clerk office	27.57	
	Lights at Rice	117.00	
	Ag building	816.79	13,363.60
Town of Farmville	Water & sewer	131.59	
	Water	90.12	
	Gas	467.84	689.55
AT&T	Phone		34.36
Embarq	Line to hospital	7.97	
	Phone	47.27	55.24
CenturyLink	Phone		63.54
US Cellular	Phone		99.44
O. O. Stiff, Inc.	Monthly service		100.00
Aramark Uniform Services	Janitorial supplies		251.60
Blue Ridge Imaging	County flags		943.00
Diamond Springs	Water & equipment rental		35.95
Lowe's	No Trespassing signs	14.82	
	Tool bag & electric plug	24.60	
	Padlocks/light bulbs	122.99	
	Paint roller/supplies	36.58	
	Door knob	37.97	
	Batteries	20.94	
	Batteries & tool	29.91	
	WD 40	4.37	
	Tool hangers	13.94	
	Slow moving vehicle sign	19.98	
	Safety flashing light	33.94	360.04
Cintas Corporation #524	Uniform rental		534.07

CANNERY

Virginia Employment Commission	Unemployment		17.80
Lowe's	Adapter/plug/sealer	20.90	
	Returned merchandise	-4.96	15.94
Southside Electric Cooperative	Electric service		91.87
AT&T	Phone		34.36
Embarq	Phone		31.82

COMPREHENSIVE SERVICES ACT

Amanda Blackburn	Foster care		525.00
Business Card	Foster care		184.60
Centra Health	Professional services		24,566.00
Crossroads Services Board	Professional services		3,910.10
Dominion Youth Services	Professional services		5,950.00
Emmanuel Family Services	Professional services		187.50
Family Preservation Service	Professional services		3,873.75
Juanita Fisher	Foster care		230.00
Ryan Frey	Foster care		95.81
Frances Gibbs	Foster care		525.00
Grafton School, Inc.	Professional Services		9,555.00
Leigh D. Hagan, PHD, PC	Foster care		2,280.00

Heartland Family Counseling	Professional services	1,650.00
Helton House, Inc.	Professional services	5,589.90
Kristy Hewells	Foster care	896.00
Jennifer Kingsley	Foster care	254.03
Dekeace Morton	Foster care	666.00
Joan Osborne	Foster care	525.00
Poplar Springs Hospital	Professional services	2,480.00
Presbyterian Home & Family Services	Professional Services	2,883.00
I'Shawn Smith	Foster care	644.00
VSDB	Professional services	3,463.64
Marilyn Peterson	Foster care	289.03
Mable Shanaberger	Administrative fee	150.00

SUPERVISION OF PARKS & RECREATION

Prince Edward-Farmville Youth	09-10 Support	24,000.00
Southside Virginia Family YMCA	09-10 Support	25,000.00

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
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
US Cellular	Phone		65.22
Jonathan Pickett	Mileage		281.05
Town of Farmville	Gas		45.18

ECONOMIC DEVELOPMENT

Virginia Employment Commission	Unemployment		4.54
Town of Appomattox	2010 Travel Guide ad		5,000.00
Dominion Virginia Power	Electric service		214.85
Town of Farmville	Water & sewer		41.33
Business Card	Postage	6.49	
	Meal & lodging	339.40	
	Office supplies	551.84	897.73
AT&T	Phone		67.78
CenturyLink	Phone		196.21
Beverly P. Hawthorne	VEDP registration		205.00

COOPERATIVE EXTENSION OFFICE

CenturyLink	Phone		96.14
			41.33

<u>CAPITAL PROJECTS</u>		
Timmons Group	GPS project	1,215.57
<u>DEBT SERVICE</u>		
Rural Development	Loan payment	16,626.00
<u>PUBLIC / PRIVATE EDUCATION ACT FUND</u>		
Wiley & Wilson	Professional service	2,180.48
<u>WATER FUND</u>		
Town of Farmville	Inspect water line	200.00
Town of Farmville	Water	648.12
<u>SEWER FUND</u>		
McGuire Woods, LLP	Legal services	17,074.35
Dominion Virginia Power	Sewer pump	31.80
<u>RETIREMENT BENEFIT FUND</u>		
Vicki K. Johns	Retiree benefit	1,038.00
Anthem BCBS	Retiree health insurance	1,760.00
<u>PIEDMONT COURT SERVICES</u>		
Department of Criminal Justice	09 Grant refund	1,081.97
Virginia Employment Commission	Unemployment	24.84
National Curriculum and Training Institute	Training materials	44.48
Dominion Virginia Power	Electric Service	204.48
Connie Stimpson	Postage	7.55
	Mileage	48.62
AT&T	Phone	56.17
CenturyLink	Phone	130.88
W. A. Watson & Sons Insurance Agency	Flood insurance (balance due)	204.49
Sandy Fox	Mileage	5.00
	Meals & lodging	115.50
Sheena Franklin	Mileage	172.84
	Mouse	232.10
Sharon Gray	Mileage	21.00
Renee T. Maxey	Mileage	253.10
	Office supplies	21.00
Rebecca Moss	Mileage	49.32
Kinex Telecom, Inc.	Troubleshoot laptop	112.02
	Troubleshoot router	116.60
Moonstar BBS	Increased DSL speed	187.50
Quill Corporation	USB drives	37.50
		225.00
		10.00
		84.92
<u>PCS SUPERVISION FEES EXPENDITURES</u>		
SRP Corporation, LLC	Rent	2,383.00

ADDENDUM BILL LIST

BOARD OF SUPERVISORS

James C. Moore	Mileage	206.80	
	Meals	18.58	225.38
Howard F. Simpson	Mileage	181.50	
	Meals & tips	53.68	235.18
Mattie P. Wiley	Mileage	191.95	
	Meals & tips	34.63	226.58
Business Card	Cancelled reservations	-556.88	
	VACO registrations	1,350.00	793.12

COUNTY ADMINISTRATOR

Business Card	Meals	72.81	
	Cancelled reservation	-278.44	
	VACO registration	225.00	19.37
C. W. Warthen	Minute book		409.18
Town of Farmville	Fuel		133.35

COMMISSIONER OF REVENUE

Farmville Herald	Advertising		219.40
AT&T	Phone		69.70
M&W Printers, Inc.	Freight on land books		28.74

TREASURER

AT&T	Phone		116.05
Pitney Bowes Financial Services	Equipment lease		1,815.66
Barbara Lee	Mileage		78.10
Stephanie Bappert	Mileage		62.70

INFORMATION TECHNOLOGY

Business Data of Virginia, Inc.	Travel expenses	500.00	
	Monthly contract	2,800.00	3,300.00
ComputerPlus Sales & Service	Maintenance contract		270.00

CIRCUIT COURT

AT&T	Phone		57.34
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CLERK OF CIRCUIT COURT

International Land Systems	Software upgrade		6,000.00
Kinex Networking Solutions	DSL		74.95
Key Office Supply	Appointment book		16.89

LAW LIBRARY

AT&T	Data line		34.38
CenturyLink	Data line		32.23
LexisNexis	Online service		207.00

COMMONWEALTH'S ATTORNEY

CPI	Maintenance contract-VCIN		156.00
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Key Office Supply	Office supplies	173.08	
	Ink cartridge	119.99	
	Ring binders/cases	43.19	
	DVD drive	45.00	381.26

SHERIFF

Town of Farmville	Fuel		6,753.66
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MEHERRIN VOLUNTEER FIRE DEPARTMENT

Parker Oil Company, Inc.	Water heater repairs		301.88
US Cellular	Phone		154.60
Verizon	Phone		151.85
Dominion Virginia Power	Electric service		338.10
Watkins Insurance Agency	Insurance		2,995.00

REGIONAL JAIL & DETENTION

Family Preservation Services	Electronic monitoring		930.00
Piedmont Regional Juvenile Detention Center	Juvenile detention		3,525.00
Piedmont Regional Jail	Inmate per diem		4,027.10

BUILDING OFFICIAL

East End Chevron	Oil change		26.90
Town of Farmville	Fuel		254.18

ANIMAL CONTROL

Ayers Building & Supply Company	Vinyl numbers		3.08
Lowe's	Mat		19.98
Luck Stone Burkeville	Gravel		241.89
CenturyLink	Phone		135.59
Alfred Booker	Bounty		50.00
Gavin Fariss	Bounty		50.00
Allen Greene	Bounty		50.00
Josh Whirley	Bounty		50.00
Edward Glenn	Bounty		50.00
Frank Watson	Bounty		50.00
Town of Farmville	Fuel		522.82

MEDICAL EXAMINER

Treasurer of Virginia	Coroner		80.00
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BIOSOLIDS MONITORING

Tri-County Ford-Mercury	Oil change		57.11
Manuel H. Toombs, Jr.	Phone		24.67
Town of Farmville	Fuel		255.98

REFUSE DISPOSAL

Air, Water & Soil Labs, Inc.	Leachate testing		15.50
Lowe's	Lumber	11.96	
	Light bulbs	27.96	

	First aid kit	19.97	
	Broom	11.88	71.77
Resource International	Groundwater monitoring		9,640.92
AT&T	Phone		34.36
CenturyLink	Phone		77.77
Town of Farmville	Fuel		1,024.74
Farmville Auto Parts	Hydraulic fluid		26.70

GENERAL PROPERTIES

Business Card	Steering pump/cylinder	801.92	
	Chair swivels	42.00	843.92
Dominion Virginia Power	Courthouse	9,004.57	
	Ag building	815.90	9,820.47
AT&T	Phone		34.36
CenturyLink	Line to hospital	7.97	
	Phone	47.27	55.24
Aramark Uniform Services	Janitorial supplies		251.60
Ayers Building & Supply Company	Trim board/screw driver		8.76
Lowe's	Concrete/lumber	73.50	
	Tool	79.97	
	Float handle tool	24.97	
	Gloves	19.97	
	Oil/air mask/bolts	14.19	
	Metal halide bulb	49.96	
	Light bulbs	11.98	
	Hole saw/cable ties	23.40	
	Bolts/nuts/washers	23.88	321.82
Ranson's, Inc.	2-way radios		142.27
Cintas Corporation #524	Uniform rental		532.30
Town of Farmville	Fuel		447.55
Farmville Auto Parts	Wire/switch/terminal		38.15

CANNERY

AT&T	Phone		44.25
CenturyLink	Phone		31.47

COMPREHENSIVE SERVICES ACT

Braley & Thompson, Inc.	Professional services		3,904.00
Central Health	Professional services		20,850.00
Crossroads Services Board	Professional services	4,277.50	
	Foster care	180.00	4,457.50
Dominion Youth Services	Professional services		7,700.00
Emmanuel Family Services	Professional services		175.00
Family Preservation Services	Professional services		3,058.75
Grafton School, Inc.	Professional services		10,355.00
Pickett Park Day Care	Foster care		374.00
VSDB	Professional services		2,024.90

PLANNING

Business Card	FedEx		11.24
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Alecia Daves-Johnson	Fax	7.00	
	Mileage	40.70	
	Lodging	331.88	
	Conference registration	30.00	
	Phone charger	15.29	
	Gas	63.02	487.89
	<u>CAPITAL PROJECTS</u>		
Lowe's	2x6 / Expansion joint	9.92	
	Expansion joints	5.54	
	Lumber/roofing/siding	448.96	
	2x6s/bolts	54.12	
	Steel form stakes	56.40	
	PVC coupling/plug	5.61	
	<u>GENERAL FUND</u>		
Timmons Group	GIS project		9,932.95
	<u>WATER FUND</u>		
Town of Farmville	Inspect water lines		4,263.50
BB&T	Line of credit - interest		14,708.63
	<u>SEWER FUND</u>		
Dominion Virginia Power	Sewer pump		30.99
BB&T	Line of credit - interest		14,708.63
	<u>PIEDMONT COURT SERVICES FUND</u>		
Matthew Bloom	Mileage		157.30

In Re: Employee Recognition

Mrs. Sarah Elam Puckett, Assistant County Administrator, said Mr. Ray Foster, Prince Edward County's Animal Control Officer, has been awarded the 2009 Public Service Award by the Virginia Animal Control Association. She introduced Dr. Julia Palmer, Professor at Hampden-Sydney College and Faculty Advisor for Sigma Nu Fraternity, who nominated Officer Foster and works closely with him and Deputy Animal Control Officer Vicki Horn on a Sigma Nu Fraternity community service project for animal adoption.

Dr. Palmer praised Officer Foster and said he significantly raised the image of Animal Control Officers in the community. She then presented the Virginia Animal Control Association Public Service award for 2009.

Officer Foster thanked all for the award and said it was shared with Deputy Animal Control Officer Horn. He also thanked the Board of Supervisors and the staff for their support, and gave special recognition to his wife.

In Re: Highway Matters

Mr. Alan Leatherwood, PE, VDOT Residency Administrator, said he has received a complaint about Route 671, and said Route 460 is almost complete.

Supervisor Jones commended the VDOT crews on their prep work before the heavy rains, and in clearing up the fallen trees.

Vice-Chairman Simpson said the residents at the intersection of Scott Drive and Briery are pleased with the work done.

Supervisor Ward inquired about work to be done on Route 751; Mr. Leatherwood said that job will be advertised in December 2009.

In Re: Public Hearing – Granite Falls Community Development Authority

Vice-Chairman Simpson announced this was the date and time scheduled for a public hearing on the draft ordinance creating the Granite Falls Community Development Authority (CDA). Notice of this hearing was advertised according to law in the October 31, 2009 and November 4, 2009 issues of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

Mrs. Sharon Carney, Director of Economic Development, said that at its October meeting, the Board of Supervisors authorized a public hearing to receive citizen input prior to considering the draft ordinance creating the Granite Falls Community Development Authority (CDA). The request for the creation of the CDA comes to the Board as a request and recommendation from the Prince Edward County Industrial Development Authority (IDA).

Mrs. Carney said that in July 2009, the IDA signed a contingent contract with the Prince Edward Development, LLC for the development of a 150-room Hotel/Conference and Hospitality Training Facility. One of the contingencies of the contract is for the creation of a Community Development Authority. She said the only property within the Granite Falls CDA District is that on which the Granite Falls

Hotel/Conference and Hospitality Training Facility will be located; thus, the CDA has no impact on any properties or businesses outside the Granite Falls CDA District.

Vice-Chairman Simpson opened the public hearing for public comment on the proposed ordinance creating the Granite Falls Community Development Authority.

Kenneth Jackson, Leigh District, said it is not the county government's business to help enterprises, and commented on the Poplar Hill/The Manor CDA. He asked the Board to take time to listen to what the citizens of the county want.

There being no one else wishing to speak, Vice-Chairman Simpson closed the public hearing.

Supervisor Ward asked if any of the investors have been identified. Mr. Robert Fowler said he is the sole investor. Supervisor Ward then asked when the other investors will come forward. Mr. Fowler said none have committed to the project yet.

Supervisor Jones said the County government is here to help enterprise come to the county, giving guidance and helping to apply for grants. He said he is in favor of supporting and moving forward with the CDA.

Supervisor Gilfillan asked if the County is party to any lawsuits filed against the Poplar Hill CDA. Vice-Chairman Simpson said the CDA has nothing to do with the County.

Ms. Bonnie France, County Bond Counsel from the Law Firm of McGuire Woods, said that CDAs do not commit the County to pay any funds, which Prince Edward County did not agree to do so, and is not party to lawsuits. A CDA is a special tax district that is a creation of the landowner who requested for the creation of that particular piece of property, and it does not obligate the County to make any payments. Prince Edward County has no financial obligations towards the Poplar Hill CDA.

Supervisor Jones made a motion to approve the Ordinance Creating the Granite Falls Community Development Authority; the motion carried:

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

Absent: William G. Fore, Jr.

**ORDINANCE CREATING THE GRANITE FALLS
COMMUNITY DEVELOPMENT AUTHORITY**

WHEREAS, the Board of Supervisors of Prince Edward County, Virginia (the “Board”) has received a petition (the “Petition”) from the Industrial Development Authority of Prince Edward County, Virginia (the “IDA”) and Prince Edward Development, LLC (the “Purchaser”) for the creation of the Granit Falls Community Development Authority (the “CDA”), and the IDA has represented that it owns all of the land within the proposed CDA district, except for any public roads or other public rights-of-way (the “Real Estate”);

WHEREAS, the IDA and the Purchaser have represented that the Purchaser intends to purchase all of the land within the CDA district;

WHEREAS, a public hearing has been held on November 17, 2009 by the Board on the adoption of this Ordinance and notice has been duly provided as set forth in §15.2-1427 of the Code of Virginia of 1950, as amended and §15.2-5156 of the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2, Code of Virginia of 1950, as amended (the “Act”);

WHEREAS, the Board proposes to create the CDA in order to assist in financing all or a portion of various public improvements, consisting of sewer system improvements, roads and road improvements, landscaping, water system improvements, parking facilities and such other improvements as may be permitted by the Act;

WHEREAS, the creation of the CDA to assist in financing certain improvements in connection with the proposed development within the CDA District will benefit the citizens of Prince Edward County, Virginia (the “County”) by promoting increased employment opportunities, a strengthened economic base, increased tax revenues and additional business and training opportunities, and will provide public infrastructure necessary or desirable in connection with development within or affecting the CDA district; and

WHEREAS, the IDA and the Purchaser have each waived in writing the right to withdraw their signatures from the Petition in accordance with the §15.2-5156 of the Act.

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

1. **Creation of Authority.** The Granite Falls Community Development Authority is hereby created as a political subdivision in accordance with the applicable provisions of the Act. The CDA shall have the powers set forth in the Act.
2. **Boundaries of CDA.** The CDA boundaries shall include the property identified in the attached Exhibit A (the “CDA District”). In accordance with §15.2-5157 of the Act, a copy of this Ordinance shall be recorded in the land records of the Circuit Court of Prince Edward County for each tax map parcel in the CDA district and the CDA district shall be noted on the land records of the County.
3. **Facilities and Services.** The CDA is created for the purpose of exercising the powers set forth in the Act, including financing, constructing, acquiring and developing, and owning and maintaining if necessary, certain improvements in connection with the development of a hotel and conference center as described in the Petition. The CDA shall have all the powers provided by the Act. The CDA shall not provide services which are provided by, or obligated to be provided by, any authority already in existence pursuant to the Act unless such authority provides the certification required by §15.2-5155 of the Act.

4. Articles of Incorporation. Attached as Exhibit B are the proposed Articles of Incorporation of the CDA. The County Administrator is authorized and directed to execute and file such Articles of Incorporation on behalf of the Board with the State Corporation commission in substantially the form attached as Exhibit B with such changes, including insubstantial changes to the boundary description of the CDA district described therein, as the County Administrator may approve. The County Administrator is authorized to approve such changes or corrections to the Articles of Incorporation prior to filing with the State Corporation Commission as do not change the purpose or function of the CDA as set forth in this Ordinance and in the Petition.
5. Capital Cost Estimates. The Board hereby finds, in accordance with §15.2-5153(B) of the Act, that it is impracticable to include capital cost estimates, project proposals and project service rates.
6. Membership of the Authority.
 - a. The powers of the CDA shall be exercised by an authority board consisting of five members and such alternate members as the Board may appoint.
 - b. All members of the CDA board shall be appointed by the Board by resolution in accordance with the provisions of §15.2-5113.
 - c. The initial members of the CDA board shall be as set forth in the Articles of Incorporation for the terms set forth therein.
 - d. Each CDA board member shall receive such compensation for his or her services as a CDA board member as may be authorized from time to time by resolution of the CDA board, provided that no member shall receive compensation in excess of \$300 per meeting attended unless authorized by resolution of the Board.
7. Plan of Finance; Issuance of Bonds.
 - a. The improvements, services and operations to be undertaken by the CDA as described herein and in the Petition shall be funded from all or some of the following sources: (i) bonds or other financing to be issued by the CDA; (ii) special ad valorem taxes to be levied pursuant to Section 15.2-5158(A)3 of the Act; (iii) special assessments to be levied pursuant to Section 15.2-5158(A)5 of the Act; and (iv) any other source of funding available to the CDA including rates, fees and charges to be levied by the CDA for the services and facilities provided or funded by the CDA.
 - b. The bonds or other financing to be issued by the CDA will be used to pay certain administrative costs, the costs of certain public improvements as described herein and in the Petition, the costs of issuing such financing and any required reserves, and interest on such financing prior to, during and after construction for a period up to one year after completion of construction.
 - c. Any bonds issued by the CDA or any other financing arrangements entered into by the CDA will be a debt of the CDA, will not be a debt or other obligation of the County and will not constitute a pledge of the faith and credit of the County.
8. Dissolution. The CDA shall be dissolved if the Real Estate has not been acquired by the Purchaser, or its designee, within two years after the date of adoption of this Ordinance.
9. Effective Date. This Ordinance shall take effect immediately.

In Re: Appointments – Granite Falls CDA Board Members

Mrs. Sharon Carney said following action on the establishment of the Granite Falls CDA, the next step will be to advertise for citizen volunteers to serve as the five members of the authority board. All members of the CDA will be appointed by the Board of Supervisors. She said the IDA requests the Board of Supervisors move forward with the authorization for the advertisement of citizens who may wish to sit on the newly established CDA Board, with CDA appointments to be made at the January 2010 Board meeting.

Supervisor Moore made a motion to authorize advertising the positions on the Granite Falls CDA Board; the motion carried:

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

Nay: Lacy B. Ward

Absent: William G. Fore, Jr.

In Re: Appointments

Mr. Bartlett said with the election of Mr. Jim Wilck to the Board of Supervisors, vacancies will be created on the Prince Edward County Planning Commission and the Prince Edward County Industrial Development Authority. The following appointments will need to be advertised:

Appointment	Term of Office	# of Vacancies	Individual Currently in Office
Prince Edward County Planning Commission	To fill unexpired term, which will expire 12/31/10	1 (Town Position)	Jim Wilck
Prince Edward County Industrial Development Authority	To fill unexpired term, which will expire 6/30/12	1	Jim Wilck
Crossroads Community Services Board – Citizen Position	3 Years (1/01/10 to 12/31/12)	1	Elizabeth Allen*

*Incumbent has expressed a willingness to be re-appointed.

Supervisor Jones made a motion to authorize advertisement of the upcoming vacancies; the motion carried:

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

Nay: None

Absent: William G. Fore, Jr.

In Re: Tobacco Commission Grant Award: STEPS, Inc.

Mr. Bartlett said that on October 29, 2009, the Tobacco Indemnification and Community Revitalization Commission approved Prince Edward County's Economic Development Grant request for STEPS, Inc. in the amount of \$145,848. These funds are to be used towards roof replacement and new HVAC system at the old Craddock Terry Building in Farmville. The County of Prince Edward is to function as the physical agent for this grant thus signing the necessary contract with the Tobacco Commission and oversight for the project expenditures as they relate to the grant request. She said Prince Edward County will need to appropriate the sum of \$145,848 to go towards the STEPS project construction, to be reimbursed by the Commission once the project is complete.

Supervisor Wiley made a motion to authorize the County Administrator to sign any and all documents relating to the Tobacco Commission Grant contract and reporting documents, and to appropriate \$145,848 to go towards the construction of a new roof and HVAC system at the old STEPS, Inc. Craddock Terry Building in Farmville, whereby the County will be reimbursed by the Tobacco Commission once the project is complete. The motion carried:

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

Nay: None

Absent: William G. Fore, Jr.

		<u>Debit</u>	<u>Credit</u>
3-100-24040-0019	Other Categorical Aid-Tobacco Commission Grant		\$ 145,848
4-100-94000-0027	Capital Projects-STEPS-Tobacco Commission Grant	\$ 145,848	

In Re: Moton Museum TEA-21 Grant Application

Mr. Bartlett said that at the November 9, 2009 Moton Museum Board Meeting, the Museum Board held a Public Hearing regarding the Museum making an application for a 2010 (TEA) Transportation Enhancement Grant from the Virginia Department of Transportation in the amount of \$460,000. These funds will be used to construct a replica “tar paper” structure to be used as the Civil Rights in Education Heritage Trail Tourist Center. The total anticipated cost of the project is \$575,000 with \$460,000 coming from Enhancement Funds and the additional \$115,000 coming from a proposed Tobacco Commission Reserve Fund Grant.

Supervisor Moore made a motion to approve the Resolution of Support for the Moton Museum TEA Grant application in the amount of \$460,000 and authorize the Board of Supervisors Chairman and/or the County Administrator to sign any and all documents associated with the grant application or award. The motion carried:

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

Absent: William G. Fore, Jr.

In Re: County Attorney’s Report

Mr. James Ennis, County Attorney, said he was recently contacted by an attorney on behalf of Rural Equity regarding property previously owned by Sally R. Wilson of 19.9 acres which was sold for delinquent taxes at a recent tax sale. He said the Code of Virginia provides that in the event of a tax sale, any proceeds in surplus of the delinquent taxes and costs of sale expenses are held for two years, during which time the owner can make claim for the overage. He said the attorney for Rural Equity filed notice

with the Circuit Court Clerk, sent a copy to the attorney that handled the tax sale, which was Mr. Elliott, to make claim approximately three days prior to the expiration of that two-year period. Mr. Ennis explained the process in further detail, and said the County received the amount of delinquent taxes at the time of the sale. He said Rural Equity received the assignment through a quit-claim deed and is making a valid claim asking the County to turn over the surplus funds in the amount of \$40,048.63.

Mr. Ennis then stated as a matter of clarification, he said there is a Conflict of Interest Act in Code of Virginia, and a violation of that constitutes a criminal offense. He said conflict of interest of a criminal nature is limited to state and local government officials and has no application whatsoever to a private entity. When conflict of interest is used in regards to a private entity, it refers only to whether their judgment may be impaired by their position, but not a violation of the law. He said, as in the case of Draper Aden, there would be no application with respect to whether or not they are breaking the law, if in fact a conflict of interest exists. They are a private corporation and the Act does not apply to them.

In Re: County Administrator's Report

Mr. Bartlett said the Board of Supervisors authorized submission of an application for an Agribusiness Grant from the Tobacco Commission, and acknowledged the efforts of Alecia Daves-Johnson, Lena Rose Huddleston and Sarah Puckett. He said \$457,834 was requested from the Tobacco Commission for the project for the following categories:

- Implement a Micro-Enterprise Loan Program (\$100,000)
- Upgrade the Cannery to a certified commercial kitchen and aggregation center for local growers (\$349,584)
- Scholarships to 10 producers to defray the cost of their attendance at the Better Processing School (VPI&SU) Department of Food Science technology (\$5,250)
- Marketing campaign to support a "buy local" campaign (\$3,000)

Mr. Bartlett said Prince Edward County's match will be provided from funds that are already budgeted, labor of existing personnel and existing equipment and structures. He said that it is a regional project, with the Counties of Charlotte, Cumberland and Prince Edward being the initial participants, and news of the program has spread and inquiries from producers have been received from almost all surrounding counties. Mr. Bartlett said Longwood Small Business Development Center has agreed to be a

partner by creating business plans for participating farmers. He added the Tobacco Commission is expected to announce the funding awards in January 2010.

Mr. Bartlett then reported on the FY 10 State Budget Reduction Plan to address a \$1.35 billion shortfall in revenues for the current fiscal year. He said he has been in contact with the schools, and they will adjust their budgets to absorb a \$243,000 reduction to the school budget. Mr. Bartlett added the holiday for paying the Virginia Retirement System the last three months of this fiscal year would save approximately two-thirds of that amount.

Mr. Bartlett said the majority of the revenue reductions in the General Fund involve the Constitutional Officers and Electoral Board. Total reductions in those areas is \$126,093, and is allocated as follows:

Treasurer	\$6,141
Commissioner of Revenue	\$5,232
Clerk of Circuit Court	\$23,356
Commonwealth's Attorney	\$25,638
Sheriff	\$60,671
Registrar/Electoral Board	\$5,055

He said that after speaking with the Commissioner of Revenue, Mrs. Booth, he is confident the budgeted amounts in those categories are conservative and the collections will exceed the budgeted amounts. He said the next largest revenue source is the Local Sales Tax. Mr. Bartlett said one position is being held vacant, which will save approximately \$33,000 if left open for the remainder of the Fiscal Year, combined with another vacancy netted a \$40,000 savings, which, after deducting that amount from the state budget reductions leaves an unfunded reduction of \$86,093. He said the auditors recently completed their field work and while there will be minor adjustments before the final audit is ready for release, the estimate of the combined fund balance for all funds is approximately \$9.5 million at the end of June 2009, and asked for authorization to request all departments to under-expend their budgets until it can be revisited in January after the tax collections. The Board concurred.

Supervisor Jones asked if a fund balance increase is reflected; Mr. Bartlett said it is a considerable increase over last year.

In Re: Appropriations FY 10

Supervisor Jones made a motion to approve the budget adjustments and appropriations for FY

2010 as follows:

		Debit	Credit
3-100-23000-0080	Technology Trust Fund		\$ 8,915
4-100-21600-5880	Circuit Court Clerk/Technology Trust Fund	\$ 8,915	
3-100-33010-0013	Categorical Aid/Byrne Grant		\$ 1,948
4-100-31200-6017	Sheriff/Byrne Grant	\$ 1,948	
3-100-41050-0100	From General Fund Balance	\$ 31,482	
3-100-40000-0001	Series 08 Utility Note	\$1,218,518	
4-100-93000-0501	Transfer to Water Fund		\$625,000
4-100-93000-0502	Transfer to Sewer Fund		\$625,000
4-100-95000-0019	Interest Line of Credit Series 2008		\$52,734
4-100-93000-0501	Transfer to Water Fund	\$26,367	
4-100-93000-0502	Transfer to Sewer Fund	\$26,367	
3-501-40000-0001	Series 08 Revenue Note		\$625,000
3-501-41050-0100	Transfer From General Fund	\$625,000	
3-501-41050-0100	Transfer From General Fund		\$26,367
4-501-95000-0018	Interest Line of Credit Series 2008	\$26,367	
3-502-40000-0001	Series 08 Revenue Note		\$625,000
3-502-41050-0100	Transfer From General Fund	\$625,000	
3-502-41050-0100	Transfer From General Fund		\$26,367
4-502-95000-0018	Interest Line of Credit Series 2008	\$26,367	

The motion carried:

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

Absent: William G. Fore, Jr.

In Re: Request to Commonwealth Regional Council.

Mr. Bartlett said Supervisor James Moore asked that the Board of Supervisors consider sending a letter of request to the Commonwealth Regional Council to amend its by-laws and charter to allow citizen representatives to serve as members of the Council. He said that the current by-laws and charter require

that both the Council member and alternate Council member from the member localities be elected officials of the governing body of the locality.

Mr. Bartlett said that if the Commonwealth Regional Council approves the request, a resolution to amend the Charter must then be approved by two-thirds of the governing bodies of the member localities and institutions (Amelia, Buckingham, Charlotte, Cumberland, Lunenburg, Prince Edward and Longwood University). An amendment to the By-Laws requires a two-thirds vote of the members at any regular or special meeting.

Supervisor McKay made a motion to approve a request to the Commonwealth Regional Council to amend its by-laws and charter to allow citizen representatives to serve as members of the Council. The motion carried:

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

Absent: William G. Fore, Jr.

In Re: Resolution – STEPS Energy Efficiency Grant.

Mr. Bartlett said support of a grant application was requested for an Energy-Efficiency and Conservation Block Grant that will enable STEPS, Inc. to retrofit the HVAC equipment at its facility to enhance the sustainability of its operations for existing and new jobs. The grant application is for \$770,272, and the County is waiving its \$408 building permit fee to provide a small in-kind match. The County's FY 10 annual donation is also included as match. No new county dollars are needed or requested.

Supervisor Moore made a motion to approve the grant resolution to enable STEPS, Inc. to apply for the EECBG Grant funding; the motion carried:

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

Absent: William G. Fore, Jr.

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF PRINCE EDWARD**

**2009 VIRGINIA ENERGY-EFFICIENCY AND CONSERVATION
BLOCK GRANT (EECBG) PROJECT
PRINCE EDWARD COUNTY – IMPROVING ENERGY EFFICIENCY
TO FACILITATE JOB RETENTION & JOB CREATION PROJECT**

WHEREAS, Prince Edward County is eligible to apply for Virginia Energy-Efficiency and Conservation Block Grant Program (EECBG) funds, and

WHEREAS, STEPS, Inc. provides job training and employment opportunities for individuals with all types of disabilities and these individuals are impacted by the recession, and

WHEREAS, STEPS, Inc. has developed plans for its Job Training & Manufacturing Facility, located in Prince Edward County, that will entail the investment in energy efficiency retrofit facility improvements/equipment that will both retain existing jobs, create new jobs and enhance the efficiency of the heating/cooling system, thus have a long term benefit;

NOW THEREFORE, BE IT RESOLVED, Prince Edward County hereby declares that it wishes to apply for \$770,272.00 in Virginia Energy-Efficiency and Conservation Block Grant Program (EECBG) funding to complete the implementation of the proposed STEPS, Inc. facility energy efficiency retrofit plans; and

BE IT FURTHER RESOLVED, that the title of the project is “Prince Edward County – Improving Energy Efficiency to Facilitate Job Retention & Job Creation Project”; and

BE IT FURTHER RESOLVED, the total funds required for the development of this project shall be \$2,300,762.00 to be comprised of the following sources and amounts:

EECBG Funds	\$ 770,272.00
2010 Special Appropriations Request-Congressman Perriello	\$ 300,000.00
Virginia Tobacco Commission-Southside Economic Development Grant	\$ 145,848.00
Regional Allocations to STEPS, Inc. (FY 10 & FY 11)	\$ 127,682.00
Prince Edward County Waiver of Permits (In-Kind)	\$ 408.00
STEPS-USDA Guaranteed Loan (Pending)	\$ 717,152.00
STEPS In-Kind Match (Demolition)	\$ 20,400.00
STEPS In-Kind Match (Transfer of equipment to ACU Jacket Line)	\$ 50,000.00
STEPS In-Kind Match (Raw Materials to begin ACU Jacket Line)	<u>\$ 169,000.00</u>
TOTAL	<u>\$2,300,762.00</u>

THEREFORE, BE IT FURTHER RESOLVED, the Prince Edward County Board of Supervisors hereby authorizes the Chairman and/or Vice-Chairman of the Board and the County Administrator to sign and submit all appropriate documentation required to complete a EECBG application requesting assistance.

In Re: Letter to Governor – Completion of High Bridge Trail State Park

Mr. Bartlett said that in September, the Board sent a letter asking for the Governor’s assistance with having VDOT complete construction of the final eleven miles of High Bridge Trail State Park; since that time, no progress has been made. He said the Counties of Appomattox, Cumberland and Nottoway, and the Towns of Farmville, Burkeville and Pamplin stand united with Prince Edward County to ask the Governor to intervene with the problem.

Supervisor Gilfillan made a motion to approve a letter to the Governor requesting assistance for the completion of the final eleven miles of High Bridge Trail State Park from High Bridge to Burkeville; the motion carried:



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

Nay: None

Absent: William G. Fore, Jr.

Supervisor Gilfillan expressed her concern regarding the maintenance of the trail. Mr. Bartlett said he spoke with State Park Superintendent Eric Houghland; Mr. Houghland stated it is a VDOT funding and man-power issue.

In Re: Personnel Committee Report – Holidays 2010

Vice-Chairman Howard Simpson said the Personnel Committee met on November 12, 2009 to discuss the Calendar Year 2010 County Holiday Schedule. The committee discussed a holiday schedule for county offices for 2010 and the need for approving it prior to January in order for the courts to appropriately schedule cases. He said the proposed schedule contains the same number of holidays as was approved in 2009 and was unanimously approved by the committee and recommended to the full Board for approval.

Supervisor Gilfillan expressed concern regarding the number of Friday-Monday holidays scheduled; she added the county has wonderful, hard-working employees, but had been contacted by a number of constituents that questioned the number of holidays for staff.

After some discussion, Supervisor Gilfillan made a motion to approve the holidays through the end of January 2010 and to table the remainder of 2010 until the new Board is in place.

Vice-Chairman Simpson made a substitute motion to accept the recommended holiday schedule for 2010 as presented:

New Year's Day	Friday, January 1 – Closed All Day
Birthday of Martin Luther King, Jr.	Friday, January 15 – Closed All Day Monday, January 18 – Closed All Day
Washington's Birthday	Monday, February 15 – Closed All Day
Easter	Monday, April 5 – Closed All Day
Memorial Day	Friday, May 28 – Closed All Day Monday, May 31 – Closed All Day
Independence Day	Friday, July 2 – Closed All Day Monday, July 5 – Closed All Day
Labor Day	Friday, September 3 – Closed All Day Friday, September 6 – Closed All Day

Columbus Day	Friday, October 8 – Closed All Day Monday, October 11 – Closed All Day
Veteran’s Day	Thursday, November 11 – Closed All Day
Thanksgiving	Wednesday, November 24 – Closed All Day Thursday, November 25 – Closed All Day Friday, November 26 – Closed All Day
Christmas	Wednesday, December 22 – Closed All Day Thursday, December 23 – Closed All Day Friday, December 24 – Closed All Day
New Year’s Eve	Thursday, December 30 – Closed All Day Friday, December 31 – Closed All Day

After further discussion, the motion carried:

Aye: Charles W. McKay
James C. Moore
Howard F. Simpson
Mattie P. Wiley

Nay: Sally W. Gilfillan
Robert M. Jones
Lacy B. Ward

Absent: William G. Fore, Jr.

In Re: Closed Session

Supervisor Ward requested discussion regarding staff conduct; after some discussion, Mr. Ennis said as it is a specific personnel issue, it would need to be addressed in Closed Session. Supervisor Ward then asked that the issue be added to the Closed Session motion.

Supervisor McKay made a motion that the Board convene in Closed Session for consultation with legal counsel for the purpose of discussing pending litigation concerning the Piedmont Regional Jail and the Bush 4-B Watershed, pursuant to the exemptions provided for in Section 2.2-3711(A)(7) of the *Code of Virginia*, and to discuss an industrial prospect, where no previous public announcement has been made, pursuant to the exemptions provided for in Section 2.2-3711(A)(5) of the Code of Virginia, and for discussion of a specific employee, pursuant to the exemptions provided for in Section 2.2-3711(A)(1) of the Code of Virginia.

Supervisor Jones made a substitute motion to accept the original motion as presented in the Board pack. The motion carried:

Aye: Sally W. Gilfillan
Robert M. Jones
James C. Moore
Howard F. Simpson
Mattie P. Wiley

Nay: Charles W. McKay
Lacy B. Ward

Absent: William G. Fore, Jr.

Supervisor McKay then made a motion, seconded by Supervisor Jones, that the Board convene in Closed Session for consultation with legal counsel for the purpose of discussing pending litigation concerning the Piedmont Regional Jail and the Bush 4-B Watershed, pursuant to the exemptions provided for in Section 2.2-3711(A)(7) of the *Code of Virginia*, and to discuss an industrial prospect, where no previous public announcement has been made, pursuant to the exemptions provided for in Section 2.2-3711(A)(5) of the Code of Virginia. The motion carried:

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

Nay: None

Absent: William G. Fore, Jr.

The Board returned to regular session by motion of Supervisor Wiley and adopted as follows:

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

Nay: None

Absent: William G. Fore, Jr.

On motion of Supervisor Wiley, seconded by Supervisor McKay, and carried by the following roll call vote:

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

Nay: None

Absent: William G. Fore, Jr.

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 October 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 October 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 October 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 October 2009, which was reviewed and ordered to be filed with the Board papers.

In Re: PERT Ridership Report

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

On motion of Supervisor Jones 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 10:10 p.m.



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: December 8, 2009
Item No.: 5-c
Department: Accounts Payable
Staff Contact: Barbara Poulston
Issue: Consent Agenda – Review of Accounts & Claims

Summary:

Attachments: Bill List

Recommendation: None.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

11/30/2009

FROM DATE- 12/01/2009
TO DATE- 12/01/2009

ACCOUNTS PAYABLE CHECKS
PRINCE EDWARD

PAGE 1

FUND NO.	DESCRIPTION	\$\$\$ PAY \$\$\$
100	GENERAL FUND	\$235,372.35
125	DAFE FUND	\$217.94
732	RETIREMENT BENEFIT FUND	\$1,038.00
741	PIEDMONT COURT SERVICES FUND	\$3,156.92
	TOTAL	239,785.21

PRINCE EDWARD
LISTING OF INVOICES FOR 12/01/2009 -- 12/01/2009

AP375H
11/30/2009
FUND # - 100 GENERAL FUND

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5210	11894	Postal Services BUSINESS CARD	2078	SHIPPING CHARGE	11.20 *
5230	10105	Telecommunications AT&T	392 8837	PHONE	253.91
	28711	CENTURYLINK	392 8837	PHONE	468.79
	30439	US CELLULAR	816442183	PHONE	56.96
6001		Office Supplies			779.66 *
	11902	BUSINESS DATA OF VA, INC.	103910	NORTON ANTI-VIRUS	39.95
	13369	DIAMOND SPRINGS	11393100	EQUIPMENT RENTAL	8.95
	20600	KEY OFFICE SUPPLY	368710	OFFICE SUPPLIES	12.89
	20600	KEY OFFICE SUPPLY	368839	OFFICE SUPPLIES	11.23
	20600	KEY OFFICE SUPPLY	369464	PAPER	131.97
	20600	KEY OFFICE SUPPLY	369465	APPOINTMENT BOOK	13.49
	20600	KEY OFFICE SUPPLY	369470	PAPER	42.99
	29602	TREASURER OF VIRGINIA		FOIA REQUEST	46.03
6012		Books and Subscriptions			307.50 *
	22210	MATTHEW BENDER & CO INC	94517037	VA CODE RULES VII	14.72
012310		COMMISSIONER OF REVENUE			14.72 *
					1,113.08 **
5230	23933	Telecommunications NTELOS	141147315	INTERNET	20.44
	28711	CENTURYLINK	392 3231	PHONE	203.30
6001		Office Supplies			223.74 *
	20600	KEY OFFICE SUPPLY	368608	BINDER COVERS	36.88
	20600	KEY OFFICE SUPPLY	368669	INK CARTRIDGE/PENS	73.35
012320		ASSESSOR			110.23 *
					333.97 **
3200		Equalization Board Compen			
	10098	THACKSTON MARSHALL	NOV 18 09	EQUALIZATION BD MTG	100.00
	12359	CHAFFIN WILKIE	NOV 18 09	EQUALIZATION BD MTG	100.00
	15504	FARRAR DORIS W	NOV 18 09	EQUALIZATION BD MTG	100.00
	16142	GARNETT JAMES W JR	NOV 18 09	EQUALIZATION BD MTG	100.00
	32537	WHIRLEY CHERYL B	NOV 18 09	EQUALIZATION BD MTG	100.00
012410		TREASURER			500.00 *
					500.00 **
3600		Advertising			
	14691	ELLIOTT JAMES W ATTY	NOV 19 09	ADVERTISING	180.00
					180.00 *

PRINCE EDWARD
LISTING OF INVOICES FOR 12/01/2009 -- 12/01/2009

AP375H
11/30/2009
FUND # - 100 GENERAL FUND

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5230	28711	Telecommunications CENTURYLINK	392 3454 1109	PHONE	225.02 *
				ACCOUNT TOTAL	225.02 *
6001	11902	Office Supplies BUSINESS DATA OF VA, INC.	103908	NORTON ANTI-VIRUS	49.95 *
				ACCOUNT TOTAL	49.95 *
				MAJOR TOTAL	454.97 **
012510		INFORMATION TECHNOLOGY			
3160	11902	Professional Services BUSINESS DATA OF VA, INC.	103899	TRAVEL EXPENSE	125.00
	11902	BUSINESS DATA OF VA, INC.	103910	TRAVEL EXPENSE	125.00
				ACCOUNT TOTAL	250.00 *
				MAJOR TOTAL	250.00 **
013200		REGISTRAR			
5210	30550	Postal Services U S POSTAL SERVICE	POSTAGE 1109	POSTAGE	395.90 *
				ACCOUNT TOTAL	395.90 *
5230	28711	Telecommunications CENTURYLINK	392 4767 1109	PHONE	145.84
	999999	AT&T	392 4767 1109	PHONE	52.33
				ACCOUNT TOTAL	198.17 *
				MAJOR TOTAL	594.07 **
021100		CIRCUIT COURT			
5230	28711	Telecommunications CENTURYLINK	392 5171 1109	PHONE	169.93
				ACCOUNT TOTAL	169.93 *
				MAJOR TOTAL	169.93 **
021200		GENERAL DISTRICT COURT			
5230	10105	Telecommunications AT&T	392 3343 1109	PHONE-J&D	129.00
	10105	AT&T	392 3623 1109	PHONE-JUV PROB	179.75
	10105	AT&T	392 4024 1109	PHONE-GEN DIST COURT	141.94
	28711	CENTURYLINK	392 3343 1109	PHONE-J&D	105.44
	28711	CENTURYLINK	392 3623 1109	PHONE-JUV PROB	110.14
	28711	CENTURYLINK	392 4024 1109	PHONE-GEN DIST COURT	299.57
	30439	US CELLULAR	816442183 1109	PHONE	28.48
				ACCOUNT TOTAL	994.32 *
				MAJOR TOTAL	994.32 **
021300		SPECIAL MAGISTRATES			
5230	10105	Telecommunications AT&T	392 3750 1109	PHONE	179.88

PRINCE EDWARD
LISTING OF INVOICES FOR 12/01/2009 -- 12/01/2009

AP375H
11/30/2009
FUND # - 100 GENERAL FUND

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	PHONE	AMOUNT
	28711	CENTURYLINK	392 3750 1109			77.15
						257.03 **
						257.03 **
021600		CLERK OF THE CIRCUIT COURT				
5210	29715	Postal Services TREASURER OF VIRGINIA	10 147C JMS	QUESTIONNAIRE PSTAGE		750.50
						750.50 *
5810	23167	Dues and Assoc Membership NACRC	2010 DUES	DUES		55.00
						55.00 *
5850		Jurors/Witnesses				
	999999	BARRETT ROBERT MARTIN JR	JUROR 1109	JUROR		60.00
	999999	BROWN DAVID E	JUROR 1109	JUROR		60.00
	999999	CAVE PATRICIA G	JUROR 1109	JUROR		30.00
	999999	CLEMENTS LYNN N	JUROR 1109	JUROR		60.00
	999999	HOWARD ANN M	JUROR 1109	JUROR		60.00
	999999	SHEPHERD NORMAN	JUROR 1109	JUROR		60.00
	999999	VENABLE MINERVA A	JUROR 1109	JUROR		60.00
	999999	ALLEN JOHNNIE S JR	JUROR 1109	JUROR		30.00
	999999	ARNOLD WILLARD RUSSELL	JUROR 1109	JUROR		30.00
	999999	BEASLEY DEBRA W	JUROR 1109	JUROR		30.00
	999999	BOLT JUDITH J	JUROR 1109	JUROR		30.00
	999999	CARTER LORRIANE G	JUROR 1109	JUROR		30.00
	999999	EANES VINCENT	JUROR 1109	JUROR		30.00
	999999	ELLINGTON JOHN A	JUROR 1109	JUROR		30.00
	999999	GREEN FAYE P	JUROR 1109	JUROR		30.00
	999999	MARSHALL JANICE B	JUROR 1109	JUROR		30.00
	999999	SIMMONS JEANETTE E	JUROR 1109	JUROR		30.00
						690.00 *
5880	18913	Technology Trust Funds INTERNATIONAL LAND SYSTMS	PRI00183110.260	SOFTWARE UPGRADE		2,914.10
						2,914.10 *
6001	29715	Office Supplies TREASURER OF VIRGINIA	10 147C JMS	JURY QUESTIONNAIRES		900.00
						900.00 *
6012	32314	Books and Subscriptions WEST PAYMENT CENTER	819475363	VA PROBATE HANDBOOKS		315.00
						315.00 *
						5,624.60 **
021800		LAW LIBRARY				
6012	32314	Books and Subscriptions WEST PAYMENT CENTER	819475363	VA PROBATE HANDBOOKS		157.50
						157.50 *
						157.50 **

PRINCE EDWARD
LISTING OF INVOICES FOR 12/01/2009 -- 12/01/2009

AP375H
11/30/2009
FUND # - 100 GENERAL FUND

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
022100	20904	Telecommunications KINEX NETWORKING SOLUTION	091114 0007	INTERNET	49.95
	28711	CENTURYLINK	392 1902 1109	PHONE	279.92
				ACCOUNT TOTAL	329.87 *
				MAJOR TOTAL	329.87 **
022200		VICTIM WITNESS ASSISTANCE PROGRAM			
5230	28711	Telecommunications CENTURYLINK	315 0065 1109	PHONE	77.06
				ACCOUNT TOTAL	77.06 *
5510	28060	Travel-Mileage SAMS CINDY	MILEAGE 1109	MILEAGE	209.00
				ACCOUNT TOTAL	209.00 *
5530	28060	Travel-Subsistence & Lodg SAMS CINDY	MEALS 1109	MEALS	31.06
				ACCOUNT TOTAL	31.06 *
				MAJOR TOTAL	317.12 **
031200		SHERIFF			
3110	28413	Animal Care/Services SHULAR WILLIAM D JR	EXPENSES 1109	DOG FOOD	33.57
	32131	WAL-MART COMMUNITY	2117 SHERFF1109	DOG CARE SUPPLIES	76.02
				ACCOUNT TOTAL	109.59 *
3170	22347	Drug Testing MEDTOX DIAGNOSTICS INC	211799	DRUG TEST KITS	482.58
				ACCOUNT TOTAL	482.58 *
3310	12758	Repairs/Maintenance COMMTRONICS OF VA	190220	RADIO ADAPTER	622.50
				ACCOUNT TOTAL	622.50 *
3311	12930	Repairs & Maint-Auto & Eq CROSSROADS FORD OF VA	FOCF100470	INSTALL LIGHTBAR	513.82
	14300	EAST END MOTOR CO INC	54375	INSPECTION/BATTERY	435.56
	14300	EAST END MOTOR CO INC	54420	INSPECTION & TUNEUP	493.58
	14300	EAST END MOTOR CO INC	54493	TIRE REPAIR	19.50
	14300	EAST END MOTOR CO INC	54879	BATTERY	127.02
	14300	EAST END MOTOR CO INC	54880	STEERING STABILIZER	192.29
	14300	EAST END MOTOR CO INC	54914	OIL CHANGE	59.44
	14300	EAST END MOTOR CO INC	54930	OIL CHANGE	53.90
	14300	EAST END MOTOR CO INC	54933	REPLACE FUEL INJECTR	561.43
	14300	EAST END MOTOR CO INC	54938	HEADER PANEL/LIGHT	1,293.19
	14300	EAST END MOTOR CO INC	54956	BRAKE PADS/INSPECT	442.96
	14353	ED'S AUTO & GLASS REPAIR	7328	REPLACE IDLE & PLUGS	289.16
	29199	THIRD ST WRECKER SERVICE	6204	TOWING SERVICE	150.00
	999999	SAFETOW	SHERIFF 1109	TOWING SERVICE	250.00
				ACCOUNT TOTAL	4,881.85 *

PRINCE EDWARD
LISTING OF INVOICES FOR 12/01/2009 -- 12/01/2009

AP375H
11/30/2009
FUND # - 100 GENERAL FUND

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
3312	20904	Repairs & Maintenance-Off KINEX NETWORKING SOLUTION	091019 0071	REMOVED VIRUSES	100.00 *
				ACCOUNT TOTAL	100.00 *
3320	12884	Maintenance Service Contr CPI	09 11 482ME	VCIN MAINTENANCE	156.00
				ACCOUNT TOTAL	156.00 *
5230		Telecommunications			
	10099	AT&T	392 8101 1109	PHONE	883.72
	20904	KINEX NETWORKING SOLUTION	091001 0025	WEBHOSTING/DSL	139.85
	20904	KINEX NETWORKING SOLUTION	091101 0024	WEBHOSTING/DSL	139.85
	28711	CENTURYLINK	392 6730 1109	PHONE	30.51
	28711	CENTURYLINK	392 8101 1109	PHONE	412.07
	30439	US CELLULAR	828371319 1109	PHONE	67.83
	30439	US CELLULAR	918210747 1109	PHONE	749.66
				ACCOUNT TOTAL	2,423.49 *
5530	999999	Travel-Subsistence & Lodg WHITEHEAD RACHEL	MEAL 1109	MEAL	14.83
				ACCOUNT TOTAL	14.83 *
5810	31893	Dues & Association Member VA SHERIFFS ASSOCIATION	112010	2010 DUES	1,425.00
				ACCOUNT TOTAL	1,425.00 *
6001		Office Supplies			
	13369	DIAMOND SPRINGS	27961300 1109	WATER & EQUIP RENTAL	79.85
	15380	FARMVILLE PRINTING	SHERIFF 1109	OFFICE FORMS/COPIES	162.22
	28757	STAPLES BUSINESS ADVANTAG	8013743578	BATTERIES/ENVELOPES	475.14
	32131	WAL-MART COMMUNITY	2117 SHERFF1109	OFFICE SUPPLIES	97.90
				ACCOUNT TOTAL	815.11 *
6003		Public Education/Crime Pr			
	16678	GREAT NORTH AMERICAN CO	113209	HALLOWEEN BAGS	217.67
	16678	GREAT NORTH AMERICAN CO	113291	MOOD PENCILS	520.63
	16678	GREAT NORTH AMERICAN CO	113451B	STRESS RELIEVR TWIST	522.69
				ACCOUNT TOTAL	1,260.99 *
6008		Vehicle & Powered Equip F			
	14700	ELLINGTON ENERGY SERVICE	809355	GAS	36.45
	14700	ELLINGTON ENERGY SERVICE	809374	GAS	31.35
				ACCOUNT TOTAL	67.80 *
6009		Vehicle & Powered Equip S			
	23726	NEWMAN TIRE CO INC	172908	TIRES	254.68
	23726	NEWMAN TIRE CO INC	173215	TIRES	592.72
	23726	NEWMAN TIRE CO INC	173234	TIRES	254.68
				ACCOUNT TOTAL	1,102.08 *
6010		Police Supplies			
	14968	EVIDENT CRIME SCENE PRDCT	50254A	RESPIRATOR & FILTERS	116.00
	22590	MOORE MEDICAL LLC	95952450 RI	BARRIER SHEET	14.85
	28432	SIRCHIE FINGER PRINT LABS	529977 IN	INVESTIGATION SUPPLY	154.46
	28592	SOUTHERN POLICE EQUIP CO	133892	FLASHLIGHT BULB	38.95
	29342	TOWN POLICE SUPPLY-RCHMND	R 73564	AMMUNITION	94.83
	32131	WAL-MART COMMUNITY	2117 SHERFF1109	PHOTO PROCESSING	13.30
				ACCOUNT TOTAL	432.39 *

AP375H
11/30/2009
FUND # - 100 GENERAL FUND

PRINCE EDWARD
LISTING OF INVOICES FOR 12/01/2009 -- 12/01/2009

BEFORE CHECKS
PAGE 6

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
6011	20008	Uniforms & Wearing Appare	359	EMEROIDER SHIRTS	269.60
	26360	JUST SEW EMBROIDERY	4617	UNIFORMS	42.45
	26360	QUANTUM GRAPHICS/UNIFORMS	4632	UNIFORMS	104.40
	28592	QUANTUM GRAPHICS/UNIFORMS	133859	LAPEL PINS	63.90
		SOUTHERN POLICE EQUIP CO			480.35 *
6018		Highway Safety Grant			
	18984	INTOXIMETERS, INC	288123	ALCOSENSORS	945.00
	21038	KUSTOM SIGNALS INC	403424	RADAR UNITS	3,048.00
					3,993.00 *
6030		Non-Capital Equipment			
	13075	DAPROSYSTEMS INC	15972	BARCODE SCANNER	497.00
					497.00 *
8203		Communications Equipment			
	30470	USA MOBILITY WIRELESS INC	S0638317J	PAGER RENTAL	83.86
					83.86 *
					18,948.42 **
032200		VOLUNTEER FIRE DEPARTMENT			
7002		Payment to Rice VFD			
	11466	BOYD RONALD	21413	REPAIR A/C SYSTEM	132.15
	28711	CENTURYLINK	392 8737 1109	PHONE	88.12
	31844	DOMINION VA POWER	4500495009 1109	ELECTRIC SERVICE	242.37
	31846	DOMINION VA POWER	5487358649 1109	ELECTRIC SERVICE	9.60
					472.24 *
7003		Payment to Prospect VFD			
	12024	C W WILLIAMS	519870	HOSE ADAPTER	21.65
	12024	C W WILLIAMS	519877	MOUNTING BRACKET	77.12
	13166	DAVIS PONTIAC	132645	OIL CHANGE	25.70
	25680	PRICE SUPPLY CO INC	769888	CHROME TRAP	11.44
	28711	CENTURYLINK	574 9911 1109	PHONE	87.99
	29332	TOWN OF FARMVILLE	805 PVFD 1109	FUEL	304.53
	31844	DOMINION VA POWER	6120897506 1109	ELECTRIC SERVICE	5.58
	31844	DOMINION VA POWER	7600812502 1109	ELECTRIC SERVICE	5.58
	31846	DOMINION VA POWER	7020850009 1109	ELECTRIC SERVICE	187.30
	31846	DOMINION VA POWER	8898799252 1109	ELECTRIC SERVICE	14.89
					741.78 *
7004		Payment to Darlington VFD			
	22502	STELLAR ONE BANK	0467949058 #52	LOAN PAYMENT	501.50
	28640	SOUTHSIDE ELECTRIC COOP	38156 001 1109	ELECTRIC SERVICE	226.08
					727.58 *
7010		First Responders			
	17776	HAMPDEN-SYDNEY VOL FIRE	09-10 SUPPRT2/2	09-10 SUPPORT	2,500.00
					2,500.00 *
8010		PE Firefighters Assoc			
	25720	PRINCE EDWARD AREA FIRE-	09-10 SUPPRT2/2	09-10 SUPPORT	3,000.00
					3,000.00 *
					7,441.60 **

PRINCE EDWARD
LISTING OF INVOICES FOR 12/01/2009 -- 12/01/2009

AP375H
11/30/2009
FUND # - 100 GENERAL FUND

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
032300		AMBULANCE AND RESCUE SERVICES			
7005	25880	Prince Edward Rescue Squa PRINCE EDWARD VOL RESCUE	09-10 SUPPRT3/4	09-10 SUPPORT	15,000.00 15,000.00 *
7006	25201	Pamplin Rescue Squad PAMPLIN VOL FIRE DEPT EMS	09-10 SUPPRT2/2	09-10 SUPPORT	2,000.00 2,000.00 *
7008	22349	Meherrin Rescue Squad MEHERRIN FIRE & RESCUE	09-10 SUPPRT3/4	09-10 SUPPORT	2,500.00 2,500.00 * 19,500.00 **
032500		EMERGENCY SERVICES			
6014	21005	Other Operating Supplies KORMAN SIGNS	222173	DIECUT NUMBERS	128.54 128.54 * 128.54 **
034100		BUILDING OFFICIAL			
3311	13166	Repairs & Maint-Auto DAVIS PONTIAC	132534	PLUGS & COIL	304.09 304.09 *
5230	30439	Telecommunications US CELLULAR	816442183 1109	PHONE	33.23 33.23 *
5530	21498	Travel-Subsistence & Lodg LEATHERWOOD COY	EXPENSES 1109	MEAL	5.57 5.57 *
5540	21498	Travel-Convention & Educa LEATHERWOOD COY	EXPENSES 1109	MTG REGISTRATION	15.00 15.00 * 357.89 **
035100		ANIMAL CONTROL			
5110	31844	Electrical Services DOMINION VA POWER	0890745003 1109	ELECTRIC SERVICE	70.93 70.93 *
5230	30439	Telecommunications US CELLULAR	816442183 1109	PHONE	59.96 28.48 88.44 *
5821	999999	Coyote Bounties BROADWATER RICHARD D	COYOTE 1109	BOUNTY	50.00
	999999	CROSBY ZACHARIA BENSON	COYOTE 1109	BOUNTY	50.00
	999999	REEVES AARON	COYOTE 1109	BOUNTY	50.00

PRINCE EDWARD
LISTING OF INVOICES FOR 12/01/2009 -- 12/01/2009

AP375H
11/30/2009
FUND # - 100 GENERAL FUND

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
	999999	WATSON FRANK DRIVER GERALD JR	COYOTE 1109 COYOTE 1109A	BOUNTY BOUNTY	50.00 50.00 250.00 *
6002	32131	Supplies for Shelter WAL-MART COMMUNITY	2238 CO ADM1109	FOOD SUPPLIES	147.15
	32131	WAL-MART COMMUNITY	2238 CO ADM1109	FOOD SUPPLIES	105.00 252.15 *
6005	32131	Janitorial Supplies WAL-MART COMMUNITY	2238 CO ADM1109	CLEANING SUPPLIES	21.54 21.54 * 683.06 **
042300		REFUSE DISPOSAL			
3160	27191	Professional Services RESOURCE INTERNATIONAL	35390	MRF ASSESSMENT	1,324.50
	27191	RESOURCE INTERNATIONAL	35391	MISC WORK TASKS	788.00
	27191	RESOURCE INTERNATIONAL	35392	STRM WTR PRMT COMPLY	1,773.43 3,865.93 *
3310	28596	Repairs/Maintenance SOUTHERN STATES	37855	POULTRY NETTING	112.27 112.27 *
3311	11492	Repairs & Maint-Auto & Eq ARCET EQUIPMENT CO	946735	GLOVES	12.60
	28596	SOUTHERN STATES	40599	STRAPS & GLOVES	18.95 31.55 *
3840	10811	Contract Landfill - POS ARENA TRUCKING COMPANY	NOV 09	TRASH COLLECTION	374.00
	32950	WRIGHT'S EXCAVATING	DEC 09	LANDFILL OPERATION	42,187.50 42,561.50 *
5110	28640	Electrical Services SOUTHSIDE ELECTRIC COOP	114379 001 1109	DH SITE	80.92
	31844	DOMINION VA POWER	5181167213 1109	LEACHATE PUMP	28.65
	31844	DOMINION VA POWER	8970737501 1109	SCALEHOUSE	82.76
	31846	DOMINION VA POWER	0670040567 1109	CELL C PUMP STATION	27.17
	31846	DOMINION VA POWER	1144204110 1109	GREEN BAY SITE	61.96
	31846	DOMINION VA POWER	7471653571 1109	WORSHAM SITE	69.05
	31846	DOMINION VA POWER	8601161519 1109	PROSPECT SITE	79.06
	31846	DOMINION VA POWER	9176847250 1109	LANDFILL SITE	50.48 480.05 *
5230	10105	Telecommunications AT&T	223 1595 1109	PHONE	46.03
	10105	AT&T	392 9223 1109	PHONE	40.30
	10105	AT&T	574 4166 1109	PHONE	39.25
	28711	CENTURYLINK	391 3442 1109	PHONE	34.25
	28711	CENTURYLINK	392 3675 1109	PHONE	40.55
	28711	CENTURYLINK	392 9223 1109	PHONE	36.69
	28711	CENTURYLINK	767 2769 1109	PHONE	40.62
	30439	US CELLULAR	816442183 1109	PHONE	29.98

PRINCE EDWARD
LISTING OF INVOICES FOR 12/01/2009 -- 12/01/2009

AP375H
11/30/2009
FUND # - 100 GENERAL FUND

MAJOR# ACCT#	VENDOR NUMBER NAME	INV#	DESCRIPTION PHONE PHONE	AMOUNT
5440	Portable Toilet Rental STIFF O O INC	516	MONTHLY SERVICE	662.50 *
				47.39
				70.79
				425.85 *
				ACCOUNT TOTAL
043200	GENERAL PROPERTIES			662.50 *
				48,139.65 **
				ACCOUNT TOTAL
3310	Repairs/Maintenance OK TERMITTE & PEST CONTROL	NOV 24 09	EXTERMINATING SERVIC	150.00 *
				150.00 *
5110	Electrical Services SOUTHSIDE ELECTRIC COOP	114379 002 1109	SRR LIGHTS	30.73
		1230385005 1109	ROY CLARK MONUMENT	29.51
		9670710004 1109	SHOP	30.63
		4951935099 1109	SHERIFF DEPT SHED	5.50
		5856894620 1109	WORSHAM CLERK OFFICE	35.82
				132.19 *
				ACCOUNT TOTAL
5230	Telecommunications CENTURYLINK	392 1943 1109	PHONE	63.54
		816442183 1109	PHONE	95.70
				159.24 *
				ACCOUNT TOTAL
5440	Portable Toilet Rental STIFF O O INC	516	MONTHLY SERVICE	100.00 *
				100.00 *
				ACCOUNT TOTAL
6005	Janitorial Supplies HANDI-CLEAN PRODUCTS INC	SI 100925	JANITORIAL SUPPLIES	316.67 *
				316.67 *
				ACCOUNT TOTAL
6007	Repairs and Maintenance S ARCET EQUIPMENT CO	942566	OXYGEN LEASE-5 YR	290.87
		11393100 1109	EQUIPMENT RENTAL	8.95
				299.82 *
				1,157.92 **
				ACCOUNT TOTAL
043400	CANNERY			96.61 *
				96.61 *
				ACCOUNT TOTAL
5110	Electrical Services SOUTHSIDE ELECTRIC COOP	44435 001 1109	ELECTRIC SERVICE	77.05 *
				77.05 *
				ACCOUNT TOTAL
6005	Janitorial Supplies WAL-MART COMMUNITY	2238 CO ADMIN109	CLEANING SUPPLIES	92.85 *
				92.85 *
				ACCOUNT TOTAL
6014	Other Operating Supplies HOBART SALES & SERVICE	WA2096071	SAW BAND	266.51 **
				266.51 **
				ACCOUNT TOTAL

PRINCE EDWARD
LISTING OF INVOICES FOR 12/01/2009 -- 12/01/2009

AP375H
11/30/2009
FUND # - 100 GENERAL FUND

MAJOR# ACCT# 053500	VENDOR NUMBER NAME	INVOICE NUMBER DATE	DESCRIPTION	AMOUNT
3160	CSA Programs			
	11233 BLACKBURN AMANDA	NOV 09	FOSTER CARE	525.00
	12280 CENTRA HEALTH	7573 1109	PROFESSIONAL SERVICE	3,040.00
	15766 FISHER JUANITA	NOV 09	FOSTER CARE	230.00
	16171 GIBBS FRANCES	NOV 09	FOSTER CARE	157.50
	17772 HOWELLS KRISTY	NOV 09	FOSTER CARE	896.00
	19341 JOHANSEN ROBERT & LILLIAN	NOV 09	FOSTER CARE	1,015.00
	22703 MORTON DEKEACE	NOV 09	FOSTER CARE	656.00
	24218 OSBORNE JOAN	NOV 09	FOSTER CARE	525.00
	28447 SMITH I'SHAWN	NOV 09	FOSTER CARE	644.00
			ACCOUNT TOTAL	7,698.50 *
			MAJOR TOTAL	7,698.50 **
053501	OTHER WELFARE/SOCIAL SERVICES			
5608	SCOPE/Meals on Wheels	09-10 SUPPRT2/2	09-10 SUPPORT	4,750.00
	28097 SCOPE/MEALS ON WHEELS			4,750.00 *
5610	STEPS Inc.	09-10 SUPPRT4/4	09-10 SUPPORT	13,616.00
	28866 STEPS, INC			13,616.00 *
5637	FACES	09-10 SUPPRT2/2	09-10 SUPPORT	2,137.50
	15140 FACES, INC			2,137.50 *
5646	HOPE	09-10 SUPPRT2/2	09-10 SUPPORT	4,750.00
	17759 HOPE			4,750.00 *
5650	Tri-County Life Learners	09-10 SUPPRT2/2	09-10 SUPPORT	1,662.50
	29931 TRI-COUNTY LIFE LEARNERS			1,662.50 *
5651	Southside Center for Viol	09-10 SUPPRT2/2	09-10 SUPPORT	2,375.00
	28604 SOUTHSIDE CENTER FOR			2,375.00 *
5653	Longwood Center for Visua	09-10 SUPPRT2/2	09-10 SUPPORT	1,247.00
	21808 LONGWOOD CNTR FOR VISUAL			1,247.00 *
5654	Habitat for Humanity	09-10 SUPPRT2/2	09-10 SUPPORT	2,375.00
	17006 HABITAT FOR HUMANITY			2,375.00 *
			ACCOUNT TOTAL	32,913.00 **
068100	CONTRIBUTIONS TO COLLEGES			
5643	Longwood Small Bus Dev Ce	09-10 SUPPRT2/2	09-10 SUPPORT	3,537.00
	21824 LONGWOOD SMALL BUSINESS			3,537.00 *
			ACCOUNT TOTAL	3,537.00 **
			MAJOR TOTAL	3,537.00 **

PRINCE EDWARD
LISTING OF INVOICES FOR 12/01/2009 -- 12/01/2009

AP375H
11/30/2009
FUND # - 100 GENERAL FUND

MAJOR# ACCT#	VENDOR NUMBER NAME	INV#	DESCRIPTION	AMOUNT
071100	SUPERVISION OF PARKS & RECREATION			
5642	Heart of Virginia Festiva 17480 HEART OF VA FESTIVAL	09-10 SUPPORT	09-10 SUPPORT	2,850.00 *
5644	Heart of VA Fireworks 29332 TOWN OF FARMVILLE	10 HRT VA FRWK	2010 HRT VA FIREWKS	2,500.00 *
				2,500.00 *
				5,350.00 **
072200	MUSEUMS			
5641	Robert R. Moton Museum 27650 ROBERT RUSSA MOTON MUSEUM	09-10 SUPPRT3/4	09-10 SUPPORT	7,125.00
				7,125.00 *
				7,125.00 **
073500	PUBLIC LIBRARY			
5640	Contribution To Library 15400 FARMVILLE-PE COMM LIBRARY	09-10 SUPPRT3/4	09-10 SUPPORT	38,014.75
				38,014.75 *
				38,014.75 **
081100	PLANNING			
5230	Telecommunications 30439 US CELLULAR	816442183 1109	PHONE	58.96
				58.96 *
5510	Travel-Mileage 25359 PICKETT JONATHAN	MILEAGE 1109	MILEAGE	440.66
				440.66 *
6001	Office Supplies 13214 DAY-TIMERS INC 20600 KEY OFFICE SUPPLY	59488937 368710	OFFICE SUPPLIES INK CARTRIDGE	43.93
				28.99
				72.92 *
				572.54 **
081200	COMMUNITY DEVELOPMENT			
5647	Chamber of Commerce 15170 FARMVILLE CHAMBER OF	09-10 SUPPRT2/2	09-10 SUPPORT	2,375.00
				2,375.00 *
5648	Farmville Airport 29332 TOWN OF FARMVILLE	09-10 SUPPRT2/2	09-10 SUPPORT	4,750.00
				4,750.00 *
5652	Piedmont Area Transit 25362 PIEDMONT AREA TRANSIT	09-10 SUPPRT3/4	09-10 SUPPORT	2,500.00
				2,500.00 *
				9,625.00 **

PRINCE EDWARD
LISTING OF INVOICES FOR 12/01/2009 -- 12/01/2009

AP375H
11/30/2009
FUND # - 100 GENERAL FUND

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
081500	ECONOMIC DEVELOPMENT				
5110	31846	Electrical Services	0675198071	MOORE BLDG	181.71
	31846	DOMINION VA POWER	1059387447	MOORE BLDG (2 MO)	79.39
				ACCOUNT TOTAL	261.10 *
5230	10097	Telecommunications	392 1482	PHONE	98.21
	22489	AT&T	ECO DEV 1109	DSL	45.00
				ACCOUNT TOTAL	143.21 *
5530	11894	Travel-Subsistence & Lodg	2078	MEALS	160.12
	11894	BUSINESS CARD	CARNEY1109	LODGING	101.00
			2078		261.12 *
6001	11894	Office Supplies	2078	OFFICE SUPPLIES	192.54
	20600	BUSINESS CARD	CARNEY1109	TAPE	13.27
	20600	KEY OFFICE SUPPLY	367443	GUEST BOOK	21.79
	20600	KEY OFFICE SUPPLY	367465	PEN REFILLS	19.08
	20600	KEY OFFICE SUPPLY	367602	LABELS	21.99
	20600	KEY OFFICE SUPPLY	367643	RECORD BOOKS	34.95
	20600	KEY OFFICE SUPPLY	368218	INK CARTRIDGES	195.39
	20600	KEY OFFICE SUPPLY	368642	OFFICE SUPPLIES	58.17
	20600	KEY OFFICE SUPPLY	368682	FOLDERS/CALENDAR	21.17
	20600	KEY OFFICE SUPPLY	369493	PLANNER	5.59
	20600	KEY OFFICE SUPPLY	369501		
				ACCOUNT TOTAL	583.94 *
				MAJOR TOTAL	1,249.37 **
082400	SOIL & WATER CONSERVATION DISTRICT				
5641	25440	Donation - PS&WCD	09-10	SUPPORT	4,845.00 *
		PIEDMONT SOIL & WATER	SUPPRT2/2		4,845.00 **
				ACCOUNT TOTAL	4,845.00 *
				MAJOR TOTAL	4,845.00 **
083500	COOPERATIVE EXTENSION OFFICE				
5230	28711	Telecommunications	392 4246	PHONE	96.14
		CENTURYLINK	1109		96.14 *
				ACCOUNT TOTAL	96.14 **
095000	DEBT SERVICE				
0010	30600	Rural Dev Rev Bond 1998B-	LOAN 97-01	COURTHOUSE LOAN	6,508.00 *
		RURAL DEVELOPMENT	1109		6,508.00 *
				ACCOUNT TOTAL	6,508.00 *
0012	30600	Rural Dev CH Constr 1998C	LOAN 97-02	COURTHOUSE LOAN	10,118.00 *
		RURAL DEVELOPMENT	1109		10,118.00 *
				ACCOUNT TOTAL	10,118.00 *
				MAJOR TOTAL	16,626.00 **

BEFORE CHECKS
PAGE 13

PRINCE EDWARD
LISTING OF INVOICES FOR 12/01/2009 -- 12/01/2009

AP375H
11/30/2009
FUND # - 100 GENERAL FUND

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
-----------------	------------------	----------------	------	-------------	--------

PRINCE EDWARD
LISTING OF INVOICES FOR 12/01/2009 -- 12/01/2009

AP375H
11/30/2009
FUND # - 125 DARE FUND

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
031299	***DARE FUND EXPENSES***				
0001	Expenditures - Dare Donat				217.94
12910	CREATIVE PRODUCT SOURCING		22892	ELEMENTARY WORKBOOKS	217.94 *
				ACCOUNT TOTAL	217.94 **
				MAJOR TOTAL	
				FUND TOTAL	217.94

AP375H
11/30/2009
FUND # - 732

RETIREMENT BENEFIT FUND

PRINCE EDWARD
LISTING OF INVOICES FOR 12/01/2009 -- 12/01/2009

BEFORE CHECKS
PAGE 15

MAJOR#	VENDOR	NUMBER	VENDOR	INV#	DESCRIPTION	AMOUNT
002230	RETIREMENT BENEFIT FUND					
1101	LEOS Disbursements	25257	JOHNS VICKI K	DEC 09	RETIREE BENEFIT	1,038.00
					ACCOUNT TOTAL	1,038.00 *
					MAJOR TOTAL	1,038.00 **
					FUND TOTAL	1,038.00



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: December 8, 2009
Item No.: 5-d
Department: Payroll
Staff Contact: Barbara Poulston
Issue: Consent Agenda – Salaries

Summary:

The County Administrator reported that checks have been issued pursuant to the order of the Board of Supervisors as to salaries, etc., the amount of which salaries have been heretofore approved.

Attachments: None.

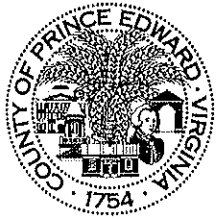
Recommendation: Approval

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: December 8, 2009
Item No.: 6
Department: VDOT
Staff Contact: Mark McKissick, VDOT
Issue: Highway Matters

Summary: Mr. Mark McKissick, Assistant VDOT Residency Administrator, will be present at the Board meeting.

Attachments:

Recommendation:

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: December 8, 2009
Item No.: 7
Department: County Administration
Staff Contact: W.W. Bartlett/Sarah Elam Puckett
Issue: VDOT Revenue Sharing – Project Administration Agreement

Summary: Attached for your consideration is the Project Administration Agreement between the County and VDOT for the Alternate 628 Revenue Sharing Project. The County will be administering the project.

Attachments: Project Administration Agreement

Recommendation: 1 - Approve the Project Administration Agreement with VDOT; and
2 - Authorize County Administrator/Board Chair to sign all documents.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

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 ____ day of _____, 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 33.1-94 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.

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.

COUNTY OF PRINCE EDWARD, VIRGINIA:

Typed or printed name of signatory

Title

Date

Signature of Witness

Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Commonwealth Transportation Commissioner
Commonwealth of Virginia
Department of Transportation

Date

Signature of Witness

Date

Attachment

Appendix A – UPC 72615

APPENDIX A

Project Number: 0628-073-207,P101,R201,C501 UPC 72615

Locality: Prince Edward County

Project Narrative

Scope: New Construction
From: Int. Route 15
To: 0.83 Miles East of Route 15

Locality Project Manager Contact Info:
 Department Project Coordinator Contact Info:

Project Costs and Reimbursement

Phase	Estimated Project Costs	Estimated Eligible Project Costs	Estimated Eligible VDOT Project Expenses	Estimated Reimbursement to Locality
Preliminary Engineering	\$165,000	\$5,000	\$5,000	\$0
Right-of-Way & Utilities	\$75,000	\$0	\$0	\$0
Construction	\$2,600,000	\$1,995,000	\$0	\$995,000
Total Estimated Cost	\$2,840,000	\$2,000,000	\$5,000	\$995,000

Total Maximum Reimbursement by Locality to VDOT	\$0
Total Maximum Reimbursement by VDOT to Locality	\$1,000,000

Project Financing

A	B	C	D	E
Revenue Sharing VDOT match	Revenue Sharing Local Match	FY09/10 Revenue Sharing Locality Unmatched Funds	Locality Funds	Aggregate Allocations (A+B+C+D)
\$1,000,000	\$1,000,000	\$840,000	\$0	\$2,840,000

Program and Project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual.
- This project is a Revenue Sharing project and must follow the procedures set forth in the Guide to the Revenue Sharing Program.
- *This project was approved for FY10 Revenue Sharing Program funds with the stipulation that the locality spends the \$840,000 unmatched funds prior to receiving Revenue Sharing VDOT Matching funds. Therefore, the County will not receive reimbursement on this project until they have provided documentation that the unmatched funds of \$840,000 have been spent on eligible costs on this project.
- Estimated eligible VDOT expenses are based on VDOT processing SERP and inspection. Any additional assistance necessary may result in additional VDOT charges to the project.
- This is a limited fund source project. All costs exceeding available Revenue Sharing Funds will be borne 100% by the locality.
- VDOT will reimburse locality 50% of eligible costs up to Maximum Reimbursement Amount, less any VDOT expenditures.
- Revenue Sharing Funds above consist of the following Fiscal Years:
 - FY10 Unmatched Locality Funds - \$840,000
 - FY10 Funds - \$2,000,000 (\$1,000,000 locality & \$1,000,000 VDOT)

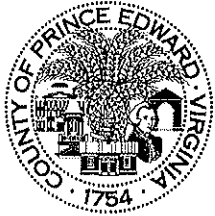
This attachment is certified and made an official attachment to this document by the parties of this agreement

Authorized Locality Official and date

Residency Administrator's/Urban Program Manager's Recommendation and date

Typed or printed name of person signing

Typed or printed name of person signing



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: December 8, 2009
Item No.: 8
Department: Economic Development Office
Staff Contact: Sharon Carney, Director Economic Development
Issue: CDBG Planning Grant

Summary:

The Virginia Department of Housing and Community Development (VDHCD) 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 VDHCD representatives, they suggested that 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. While there is no matching requirement, a match is necessary to be competitive. Therefore, it will be the staff's recommendation to the Board that the County apply to the Tobacco Commission Fund Grant Program to request funding for any match.

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. (See IDA letter attached)

Attachments:

- IDA Letter of request to Board of Supervisors for VDHCD Planning Grant
- Draft Board of Supervisors Letter to VDHCD for \$25,000 Planning Grant

Recommendation:

1. Authorize the application of a \$25,000 VDHCD Planning Grant, which will be used to prepare for a future CDBG Construction Grant; and
2. Authorize the Chairman and/or the County Administrator to the application letter and other documents needed to submit the grant application.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

PRINCE EDWARD INDUSTRIAL DEVELOPMENT AUTHORITY

P. O. Box 625, 121 East Third Street
Farmville, VA 23901
Office (434) 392-1482 – Fax (434) 392-7886

December 1, 2009

Mr. William G. Fore, Jr., Chairman
Prince Edward County Board of Supervisors
P. O. Box 382, Third Floor South
Farmville, VA 23901

Dear Mr. Fore,

On behalf of the Prince Edward Industrial Development Authority, I respectfully request that the Prince Edward County Board of Supervisors request a \$25,000 Planning Grant from the Virginia Department of Housing and Community Development, due January 1, 2010. These funds will be used to prepare a Community Development Block Grant (CDBG) application for a maximum of \$1.2Million due the end of March 2010. There are no specific matching funds requirements for either the planning grant or the CDBG grant. The CDBG grant funds, if awarded, will go towards the construction of the new Granite Falls Conference and Hospitality Training Center.

The members of the IDA voted unanimously at their November 13th, 2009 meeting to make this grant request of the Prince Edward County Board of Supervisors. We think the Granite Falls Hotel, Conference and Hospitality Center is a very worthwhile project that will have a transforming economic effect on Prince Edward County due to the \$40Million+ investment and creation of 130 jobs.

Thank you in advance for your favorable consideration of this grant request and the Board's continued support.

Sincerely yours,



Robert M. Showalter, Chairman
Industrial Development



COUNTY OF PRINCE EDWARD, VIRGINIA

WWW.CO.PRINCE-EDWARD.VA.US

POST OFFICE BOX 382, FARMVILLE, VA 23901
(434) 392-8837 VOICE • (434) 392-6583 FAX
INFO@CO.PRINCE-EDWARD.VA.US

December 9, 2009

Mr. Chris Thompson, Program Manager
Virginia Department of Housing
And Community Development
501 North Second Street
Richmond, VA 23219

Dear Mr. Thompson,

On behalf of the Prince Edward County Board of Supervisors, please accept this letter requesting the funding of a VDHCD Planning Grant in the amount of \$25,000 to go toward the preparation of a CDBG grant in March 2010, in the amount of \$1.2Million for the new Granite Falls Conference and Hospitality Training Facility.

The development of the new Granite Falls Hotel, Conference and Hospitality Training Center will have a transforming economic impact on Prince Edward County and Central Virginia, resulting from the \$40Million+ investment and 130 jobs created. In addition it will bring educational, employment and entrepreneurial opportunities to numerous citizens throughout the Heartland Region.

Thank you in advance for your consideration and VDHCD's continued assistance. If you need any additional information or have any questions, please feel free to contact Sharon Carney, Project Manager for the Granite Falls Project at (434) 392-1482.

Sincerely yours,

William G. Fore, Jr., Chairman



**County of Prince Edward
Board of Supervisors
Agenda Summary**

Meeting Date: December 8, 2009
Item No.: 9
Department: Economic Development Office
Staff Contact: Sharon Carney, Director Economic Development
Issue: Granite Falls Grant Agreement

Summary:

To assist with the financing and development of the Granite Falls Hotel Conference and Training Center, a variety of Tax Incremental Financing (TIF) options are being considered through the utilization of specialty assessments within the newly created CDA district, thus having 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.

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 (already approved but not yet implemented) on lodging paid by hotel guests, and an incremental real property and personal property tax on property within the CDA district. See the attached draft Grant Agreement.

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.

Attachments: Draft Grant Agreement

Recommendation:

Approve the proposed draft Granite Falls Hotel Conference and Hospitality Training Center Grant Agreement and authorize the Chairman of the Prince Edward County Board of Supervisors to sign any and all documents associated with the "Grant Agreement."

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

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 I 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.

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.

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".

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.

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 II
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:

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.

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.

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.

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 III
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 IV 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 V 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 VI
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 VII
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 VIII
MISCELLANEOUS**

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.

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.

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.

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.

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.

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

By: _____
Robert D. Fowler, Managing Member

COUNTY OF PRINCE EDWARD, VIRGINIA

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



County of Prince Edward
Board of Supervisor
Agenda Summary

Meeting Date: December 8, 2009
Item No.: 10
Department: County Administrator
Staff Contact: W.W. Bartlett
Issue: Interim Agreement with Crowder Construction

Summary:

At the October 13, 2009 Board of Supervisor’s 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 any decision concerning the Interim Agreement until the December Board meeting.

Representatives of Crowder Construction Company, Draper Aden, and Davenport & Company will be present to answer any question Board members may have.

Attachments:

Interim Agreement between Prince Edward County and Crowder Construction Company.

Recommendation:

Approve entering into the Interim Agreement.

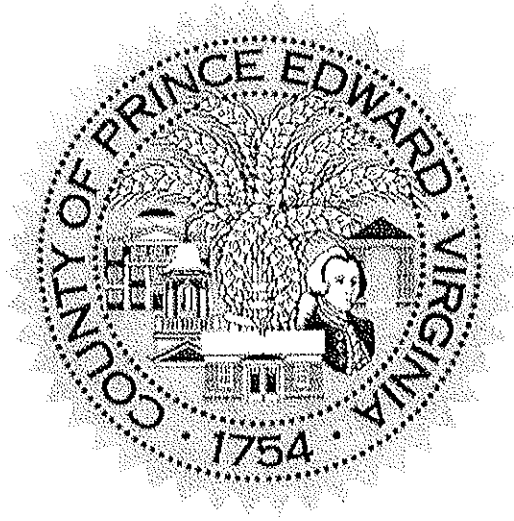
Motion _____
Second _____

Chairman Fore _____
V-Chair Simpson _____
Moore _____

Wiley _____
Jones _____
Ward _____

Gilfillan _____
McKay _____

DRAFT: 9/1/2009



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 1, 2009

INTERIM AGREEMENT

THIS INTERIM (“Agreement”) is entered into as of October 1, 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**)

IN WITNESS WHEREOF, the Parties have executed this Comprehensive Agreement as of the day and year first above written.

**COUNTY OF PRINCE EDWARD,
VIRGINIA**

By: _____
Name: _____

ATTEST:

County Clerk

Approved as to form:

_____, County Attorney

CROWDER CONSTRUCTION COMPANY

By: _____
Name: _____

This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Interim Agreement for Design And Construction of Sandy River Reservoir Water Treatment And Distribution Project** dated __, __.

Initials
Owner: _____
Design/Builder: _____

Design/Builder's Services

ARTICLE A1 –SCOPE OF SERVICES

Part 1. Financial Feasibility Services

The Design/Builder shall perform a financial feasibility analysis that will include the development of a financial model to illustrate projected revenues and expenses of the proposed water system.

A. Financial Model

The scope of services is to develop a financial model so that the financial impacts can be examined based on various scenarios described below. The final deliverable will be the summarization of the analysis and modeling produced in the form of a report to be provided to the County. The financial model shall be developed based on the preliminary conceptual cost estimate, and shall be updated based on the option selected by the Owner.

a. Option 1 – Hampden-Sydney College Area Only

The objective of this option is to create a financial model of the “backbone system” that will include the intake and water treatment structures, the main transmission lines and distribution to provide water service to The Manor and to Hampden-Sydney College only. The base model will include the following:

1. Assumptions regarding user rates and fees including fees from new connections.
2. Estimated water consumption, on an annual basis, for a planning horizon of 20 years.
3. Projected revenue from user fees to include residential usage, commercial and business usage, etc.
4. Projected operating expenses.
5. Projected debt service assuming “level” debt service.
6. Projected debt service using debt scenarios structured by Davenport & Company LLC.
7. Projected reserves.
8. Projected impact on real estate tax rates using previously prepared analysis by Davenport & Company, LLC (County’s financial consultant).

The County will review and agree with projections and assumptions as described in Exhibit B of this Agreement.

b. Option 2 – Hampden-Sydney Area & Crewe / Burkeville Area

The objective of this option is to create a financial model of the “backbone system” that will include the intake and water treatment structures, the main transmission lines and distribution to provide water service to The Manor, Hampden-Sydney College, and to the Towns of Crewe and Burkeville. The base model will include the following:

1. Assumptions regarding user rates and fees including fees from new connections.
2. Estimated water consumption, on an annual basis, for a planning horizon of 20 years.
3. Projected revenue from user fees to include residential usage, commercial and business usage, etc.
4. Projected revenue from sale of water to Crewe and Burkeville
5. Projected operating expenses.
6. Projected debt service assuming “level” debt service.
7. Projected debt service using debt scenarios structured by Davenport & Company LLC.
8. Projected reserves.
9. Projected impact on real estate tax rates using previously prepared analysis by Davenport & Company, LLC (County’s financial consultant)

c. Option 3 – Crewe / Burkeville Area Only

The objective of this option is to create a financial model of the “backbone system” that will include the intake and water treatment structures, the main transmission lines and distribution to provide water service to the Towns of Crewe and Burkeville only. The base model will include the following:

1. Projected revenue from sale of water to Crewe and Burkeville
2. Estimated water consumption, on an annual basis, for a planning horizon of 20 years.
3. Projected operating expenses.
4. Projected debt service assuming “level” debt service.
5. Projected debt service using debt scenarios structured by Davenport & Company LLC.
6. Projected reserves.
7. Projected impact on real estate tax rates using previously prepared analysis by Davenport & Company, LLC (County’s financial consultant).

B. Presentations

The Design/Builder shall present the findings of the financial feasibility analysis to the County staff and the County’s Board, at separate meetings, if requested by Prince Edward County. This will include presentations at the conceptual estimate phase and at the final Lump Sum estimate phase.

C. Funding Assistance

The Design/Builder shall prepare up to four (4) funding applications for the County to the following sources: Rural Development; Virginia Resources Authority; Tobacco Commission; and Virginia Department of Health.

D. Assist with Negotiations

The Design/Builder shall assist with negotiations with potential partners to determine feasibility. At this time the potential partners will be the Towns of Crewe and Burkeville and Nottoway County. No more than three presentation/meetings are anticipated.

Part 2. Design and Engineering Services

The Design/Builder shall perform engineering services related to the construction of the Sandy River Reservoir Water Treatment and Distribution System. These services include the following categories of work:

A. Sandy River Water Treatment Plant

The scope of services is to provide a Preliminary Engineering Report (PER) and approximately 30% complete preliminary design for the proposed Sandy River Reservoir Water Treatment Plant. The primary objective of the work performed herein is to refine the concept for treatment based on capacity needs for the service area and develop adequate information in order to prepare a Lump Sum (LUMP SUM) for the comprehensive agreement to include the treatment plant, raw water intake and transmission mains, and finished distribution facilities for the selected option.

a. Report Phase Services

i. Preliminary Engineering Report (PER)

The objective of the PER is to answer outstanding questions regarding system capacity needs, service area, evaluated treatment options, and obtain approval from VDH. The final deliverable is a report to be submitted to VDH and Prince Edward County. The PER will require the following activities to be performed:

1. Review treatability report from Old Dominion University (ODU)
2. Meet with VDH staff to discuss and get buy in on treatability options
3. Perform additional treatability study on the formation potential for disinfection byproducts using ODU.
4. Meet with county staff to discuss capacity needs.
5. Evaluate options for major treatment components
6. Address equipment sizing efficiency issues based on actual and projected future demands for distribution option selected.
7. Develop opinion of probable cost
8. Report to include financial analysis and Environmental Assessment per Rural Development guidelines.
9. Prepare and deliver report

ii. Preliminary Site Plan

In order to access the site for detailed surveying and geotechnical investigations, a site plan will be needed for land disturbing activities. This preliminary site plan would be submitted to the County for review and approval to start temporary construction measures to facilitate items iii and iv below. The final deliverable will be a rough grade site plan to include the below features:

1. Access Roads
2. Clearing Limits
3. Rough Grading Plan based on the concept developed in the PER in item i above.
4. Erosion Control & Stormwater Management features

iii. Preliminary Site Survey

In general, existing available aerial topo will be utilized for preliminary engineering design of the water treatment plant. However, the following additional field survey items will be performed to supplement existing information and to aid with completion of the preliminary design:

1. Research property lines for site
2. Establish five (5) GPS control points total at various points on the site
3. Stake out limits of clearing to be tied to property line and major stormwater management features.
4. Stake out geotechnical boring locations
5. Assist with locations of bore holes drilled by barge using sub-meter hand held GPS

iv. Geotechnical Investigations

The objective of this item is to perform subsurface investigation at the proposed site areas including the reservoir, raw water pumping station, and water treatment plant. The final deliverable will be a geotechnical report suitable for development of a Lump Sum Proposal for this project.

v. TOC Sampling

The objective of this item is to perform additional Total Organic Carbon (TOC) sampling in order to provide a basis of discussion with VDH regarding pretreatment options with the intent to eliminate the need altogether. The final deliverable will be a report summarizing the results of the sampling and laboratory analysis. The testing will include the following:

1. Weekly sampling at the proposed intake site at three (3) different depths for a period of 12 months.
2. Includes equipment, travel expenses, time for two technicians, and laboratory costs.
3. Monthly monitoring for constituents listed in the Virginia Solid Waste Regulations table 5.5. The location of the sampling will be at the intake point.

b. Preliminary Engineering & Design Phase Services

i. Designer Project Management and Administration

Client meetings and workshops included in the lump sum for Engineering Services include the following:

1. Comprehensive Team Kick-Off Meeting in Prince Edward County
2. Interim Progress (Work Session) Meetings -- Four (4) Total
3. Monthly Progress Reports
4. Senior Design Staff Quality Reviews

ii. DEQ Discharge Permit

A DEQ discharge permit will be required for dealing with the process wastewater from the water plant. The final deliverable for this item is the submittal of the permit to DEQ. The following will be required for this item:

1. Calculations associated with the permit
2. Meet with DEQ
3. Prepare the permit and submit to DEQ
4. Respond to comments and re-submit if needed

iii. Preliminary Plant, Intake, and Pretreatment Design

The objective of the preliminary design is to refine the concept developed in the PER to approximately 30% complete design adequate enough to develop a Lump Sum Proposal. The final deliverable for this item is a 30% design submittal issued to the Owner for comments prior to Lump Sum Proposal submission. The following will be included in this 30% design effort:

1. Process equipment selections based on calculations and PER recommendations.
2. Preliminary mechanical layouts of buildings
3. Preliminary electrical service and generator sizing including coordination with Dominion Power on incoming power requirements and costs.
4. Architectural programming with the County and preliminary plans based on mechanical space requirements based on developed concept.
5. Preliminary structural design to include sizing, reinforcing requirements, foundation designs, and typical details.
6. Fully developed design for the raw water intake system including the screens, piping, supports, and wetwell for early construction start if desired by the County. If desired, the County will request a change order proposal from the Design Builder for construction of the partial intake facility in the interim agreement period. Design would only include the structures and would not include mechanical, electrical, or above grade building work, etc, which will only be developed to 30% in this interim agreement phase. Full design of associated structures, mechanical, electrical work for the raw water intake system will be included in the comprehensive agreement.

B. Sandy River Water System Infrastructure

The scope of services is to provide a Preliminary Engineering Report (PER) and approximately 15% +/- complete preliminary design for the proposed Sandy River Reservoir Water System. The primary objective of the work performed herein is to refine the concept for the distribution system (including mains, storage tanks, booster stations, etc.) based on capacity needs for the service area and develop adequate information in order to prepare a Lump Sum Proposal for the comprehensive agreement.

c. Report Phase Services

i. Preliminary Engineering Report (PER)

The objective of the PER is to determine alignment, water demands, pipe sizes, water storage, address water quality issues (disinfection), and obtain approval from VDH. The final deliverable is a report to be submitted to VDH and Prince Edward County. The PER will require the following activities to be performed:

1. Meet with VDH staff to discuss scope of work and disinfection concerns
2. Determine alignment options
3. Perform water model of water distribution system
4. Develop opinion of probable cost
5. Prepare and deliver report

d. Preliminary Engineering & Design Phase Services

i. Designer Project Management and Administration

Client meetings and workshops included in the lump sum for Engineering Services include the following:

1. Comprehensive Team Kick-Off Meeting in Prince Edward County
2. Monthly Client Progress Meetings – Eight (8) Total
3. Interim Progress (Work Session) Meetings – Two (2) Total
4. Monthly Progress Reports
5. Senior Design Staff Quality Reviews

ii. Environmental Permitting

Environmental permitting will include the determination of number of location permits required at all stream crossings and impacted wetlands. The final deliverable is the preparation and submission of the permit documents. The following activities are included in this item:

1. Delineation of jurisdictional wetlands and water of the U.S. including the coordination with the Corps of Engineers for confirmation.
2. Review design alternatives with regard to wetland impacts and permit feasibility.

It is anticipated that final permits will be obtained in the future Comprehensive Agreement phase.

iii. Route 15 Water Main

The Route 15 water main is currently designed to 95% of completion. The final deliverable of this item is to finalize design and produce Issue for Construction documents. The following activities are also included in the item:

1. Assist Owner with easement acquisition (most easements have already been prepared and preliminary negotiations have taken place)
2. VDH review and approval
3. Prepare record drawings

iv. Preliminary Water Main Design

1. Water Main to Route 15

Existing available aerial topo will be used to generate a preliminary plan and profile of the proposed alignment. The alignment will be chosen based on property owner / right-of-way research and information provided by the utility companies regarding general locations of utilities. A preliminary easement determination will be made based on those property owners affected by the proposed alignment. The final deliverable for this item is a 15% +/- design

submittal issued to the Owner for comments prior to the Lump Sum Proposal. The following will be included in this 15% +/- design effort:

- a. Parcel maps will be generated by digitizing County tax maps
- b. Geophysical survey of the alignment using electrical resistivity to determine presence of any rock up to 15 feet below grade.
- c. Geotechnical borings to a depth of 20-feet at proposed stream crossings, road crossings, and other critical areas.

2. Water Main to Crewe

Existing available aerial topo will be used to generate a preliminary plan and profile of the proposed alignment. The alignment will be chosen based on property owner / right-of-way research and information provided by the utility companies regarding general locations of utilities. A preliminary easement determination will be made based on those property owners affected by the proposed alignment. The final deliverable for this item is a 15% +/- design submittal issued to the Owner for comments prior to LUMP SUM submission. The following will be included in this 15% +/- design effort:

- a. Parcel maps will be generated by digitizing County tax maps
- b. Geophysical survey of the alignment using electrical resistivity to determine presence of any rock up to 15 feet below grade.
- c. Geotechnical borings to a depth of 20-feet at proposed stream crossings, road crossings, and other critical areas.
- d. Evaluation of the applicability of the size of the existing lines in the Crewe / Burkeville area only. Determination of useful life or condition will not be considered at this stage.

v. Preliminary Booster and Disinfection Station Design

The objective of the preliminary design is to refine the concept developed in the PER to approximately 30% complete design adequate enough to develop a Lump Sum Proposal. The location will be determined in the PER phase. The final deliverable for this item is a 30% design submittal issued to the Owner for comments prior to Lump Sum Proposal. The following will be included in this 30% design effort:

1. Site Plan (including limits of disturbance, erosion and sediment control measures, site access)
2. Conceptual Building Design
3. Plan submittal to DCR and Prince Edward County for Review
4. Geotechnical investigations will include a 25-foot test hole at the site of the proposed building.

vi. Preliminary Water Storage Tank Design

A 500,000-gallon elevated water storage tank will be designed to meet the hydraulic conditions of the new Water Treatment Plant. The objective of the preliminary design is to refine the concept developed in the PER to approximately 30% complete design adequate enough to develop a Lump Sum Proposal. The final deliverable for this item is a 30% design submittal issued to the Owner for

comments prior to LUMP SUM submission. The following will be included in this 30% design effort:

1. Site Plan (including limits of disturbance, erosion and sediment control measures, site access, and site layout)
2. Site topographical survey to provide plan with 1-foot contours.
3. Plan submittal to DCR and Prince Edward County for Review
4. Geotechnical investigations will include a 25-foot test hole at the site of the proposed tank.

Part 3. Preconstruction Services

The Design/Builder shall perform preconstruction services related to the construction of the Sandy River Reservoir Water Treatment and Distribution System. These services include the following categories of work:

A. Estimating

a. Presentation Level Estimate

The Design/Builder will establish a presentation level estimate (+/-30%) for Options 1 through 3 as defined in Part 1.A of this Exhibit. The estimate will be presented in a mutually agreeable matrix broken down by work area (e.g. water treatment plant, infrastructure/distribution, etc.) and will include any optional treatment process that may be considered. This estimate may contain a range of high and low costs associated with the items broken down in the matrix. The intent of the presentation level estimate is to allow the Owner to begin development of partnerships with other entities as defined in the options referenced above.

b. Preliminary Conceptual Estimate (90% PER)

The Design/Builder will establish an estimate (+/- 20%) based on the 90% complete PER and available level of preliminary design. The intent of this estimate is to provide the Owner a more refined estimate in order to solidify any agreements with potential partners as defined in the options presented.

c. Final Conceptual Estimate (100% PER)

Upon completion of the PER, the Design/Builder will refine its preliminary conceptual estimate (revised to +/- 15%) based on any changes to the PER from the 90% submission.

d. Lump Sum Proposal (30% WTP / 15% Infrastructure)

The Design/Builder will provide a detailed estimate and Lump Sump Proposal for the completion of the work, in a mutually agreed upon format and per that described in Exhibit E. At this level, the Design/Builder shall guarantee a Lump Sum price and assume the remaining risk for the cost of the Project as it is defined in the Comprehensive Agreement. The Design/Builder will indicate any time sensitive pricing items in the proposal.

B. Scheduling

a. Design Schedule

The Design/Builder shall produce, monitor, and update a design stage schedule in Primavera (P3).

b. Preliminary Construction Schedule

The Design/Builder shall produce a preliminary Construction schedule as part of the Lump Sum Proposal as outlined in 2.A.b above.

C. Value Engineering

a. Bi-Weekly Reviews

Design/Builder shall conduct bi-weekly reviews of the design progress, which shall include evaluating constructability, process equipment and material alternatives and other value-engineering considerations to reduce Project costs and/or improve the Project. The Owner will have the opportunity to participate in value engineering discussions. The Lump Sum Proposal will be developed based on exhibits sufficient to adequately clarify major construction components, facilities, materials, and equipment to the Owner and will be included in the Comprehensive Agreement. If a Comprehensive Agreement is executed after preparation of the Lump Sum Proposal, any value engineering will be done only with written approval from the Owner.

D. Construction Planning

a. Coordination

Design/Builder shall provide planning and coordination for subsequent Construction activities as it relates to the preliminary design packages, including, potential subcontractor prequalification, vendor/supplier source listings, etc.

Part 4. Services Not Included (Currently)

The following activities are currently not included in the interim agreement but may be incorporated by written amendment as the Project advances:

- A. Construction Management
- B. Pilot Studies (It is the intent of the Design/Build team to negotiate with Virginia Department of Health to avoid installation of a pre-treatment facility, which would be a significant project expense. Based on preliminary water quality data, we have a reasonable degree of confidence that we will be successful with this negotiation. However, if pre-treatment cannot be avoided, we will submit a proposal for an amendment to perform a pilot study and associated preliminary design as needed to prepare an accurate Lump Sum Proposal).
- C. Final Design (except for that specifically included in this Scope of Services)
- D. Design revisions, financial model modifications and participation in meetings and/or negotiations to accommodate changes to serve or not serve potential wholesale partners after the 120 day decision period to be coordinated by the Owner.
- E. Submittal of designs to review agencies
- F. Construction of the Project or portions thereof
- G. Basic Engineering Services during Construction
- H. Quality Control Testing and Inspections
- I. Record Drawings
- J. Operations & Maintenance Manuals or Training

**Attachment I to Exhibit A
Anticipated Progress Schedule**

The following is a summary of the anticipated progress schedule broken down by the activities set forth in Exhibit A above:

Part 1. Financial Feasibility Services

TASK	START	FINISH
Financial Modeling	Completion of Preliminary Concept Level Estimate	Two Weeks from Preliminary Concept Estimate
Report	Financial Model Completion	Two Weeks from Financial Model
Presentations to PEC Staff & Board	Monthly Updates As Needed	
Funding Assistance	Completion of Final Concept Level Estimate	Lump Sum Proposal Submittal

Part 2. Engineering Services

A. Sandy River Water Treatment Plant

TASK	START	FINISH
Preliminary Engineering Report (PER)	NTP	90% 6 Months from NTP (Allow 4 months for wholesale partners to make decision to participate) Finalize and submit to VDH within 30 days of Final options chosen
TOC Sampling	NTP	12 Months from NTP
Site Plan	2 Months from NTP	4 Months from NTP (Submittal to County for Approval)
Survey Research & Control	NTP	2 Months from NTP
Survey Stake-out	Site Plan Approval	2 Weeks from Site Plan Approval
Geotechnical Exploration & Reporting	Survey Stake-out	2 Months from Survey Stake-out
DEQ Discharge Permit	2 Months from NTP	6 Months from NTP
Preliminary Design	NTP	12 Months from NTP
Design of Intake Wetwell & Underwater Structures	NTP	6 Months from NTP & 2 Months from Completion of Geotechnical Report

B. Sandy River Water System Infrastructure

TASK	START	FINISH
Preliminary Engineering Report (PER)	NTP	90% 6 Months from NTP (Allow 4 months for wholesale partners to make decision to participate) Finalize and submit to VDH within 30 days of Final options chosen
Hampden-Sydney Water Main	NTP	3 Months from NTP, IFC Set

		Issued
Preliminary Water Main Design	NTP	4 Months from Final option
Booster Station Site Plan	Final option chosen	4 Months from Final Option
Water Storage Tank Design	Final option chosen	6 Months from Final Option
Environmental Permit Preparation	Final option chosen	6 Months from Final Option

Part 3. Preconstruction Services

TASK	START	FINISH
Presentation Level Estimate	NTP	2 Months
Preliminary Concept Estimate	Completion of Presentation Level Estimate	6 Months from NTP
Final Concept Estimate	Final Options Chosen	1 Month
Lump Sum Proposal	Owner's Comments Received*	2 Months from receipt of comments
Design Schedule	NTP	1 Month from NTP
Preliminary Construction Schedule	Owner's Comments Received*	2 Months from receipt of comments
Value Engineering	NTP	Lump Sum Proposal Submitted
Construction Planning	NTP	Lump Sum Proposal Submitted

*See Exhibit E, E1.01, A for further description

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Interim Agreement for Design And Construction of Sandy River Reservoir Water Treatment And Distribution Project** dated ____, ____.

Initials
Owner: _____
Design/Builder: _____

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 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 Preliminary Concept Estimate 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.

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Interim Agreement for Design And Construction of Sandy River Reservoir Water Treatment And Distribution Project dated ____, ____.

Initials
Owner: _____
Design/Builder: _____

Payments to Design/Builder for Services

Article 7 of the Agreement is supplemented as follows:

ARTICLE 7 – Interim Agreement Price and Payments

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.

This is **EXHIBIT D**, consisting of 2 pages, referred to in and part of the Interim Agreement for Design And Construction of Sandy River Reservoir Water Treatment And Distribution Project dated ____, ____.

Initials
 Owner: _____
 Design/Builder: _____

Insurance

The limits of liability for the insurance required by 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): \$1,000,000

4. Excess Umbrella Liability --
 Each Occurrence: \$5,000,000
 General Aggregate: \$5,000,000

5. Automobile Liability –
 a. ~~Bodily Injury:~~

~~_____ Each Person _____ \$~~
~~_____ Each Accident _____ \$~~
~~_____ Property Damage _____~~
~~_____ Each Accident _____ \$~~

~~_____ or~~

a. Combined Single Limit
 (Bodily Injury and Property Damage):
 Each Accident \$1,000,000

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: \$2,000,000
Each Occurrence (Bodily Injury and
Property Damage): \$1,000,000

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

This is EXHIBIT E, consisting of 1 pages, referred to in and part of the Interim Agreement for Design And Construction of Sandy River Reservoir Water Treatment And Distribution Project dated ____, ____.

Initials
Owner: _____
Design/Builder: _____

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.

This is **EXHIBIT F**, consisting of 1 pages, referred to in and part of the **Interim Agreement for Design And Construction of Sandy River Reservoir Water Treatment And Distribution Project** dated _____. _____.

Initials

Owner: _____

Design/Builder: _____

Dispute Resolution

Intentionally Omitted

This is **EXHIBIT G**, consisting of 1 pages, referred to in and part of the **Interim Agreement for Design And Construction of Sandy River Reservoir Water Treatment And Distribution Project** dated ____, ____.

Initials
Owner: _____
Design/Builder: _____

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.

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.

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Interim Agreement for Design And Construction of Sandy River Reservoir Water Treatment And Distribution Project** dated , .

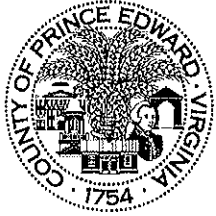
Initials

Owner: _____

Design/Builder: _____

Special Provisions

Intentionally Omitted



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: December 8, 2009
Item No.: 11
Department: County Administrator
Staff Contact: Wade Bartlett
Issue: Reimbursement Resolution

Summary: Attached for your consideration is a reimbursement resolution drafted by the Ms. Bonnie France, County Bond Counsel. The Board would wish to consider the adoption of this resolution following a decision to move forward on the PPEA Interim Agreement.

The adoption of this resolution would enable the County to include any costs associated with the Interim Agreement into any potential long-term debt financing.

Attachments: Reimbursement Resolution

Recommendation: The Board would wish to consider adoption of the resolution if it decides to move forward on the PPEA Interim Agreement.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

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.

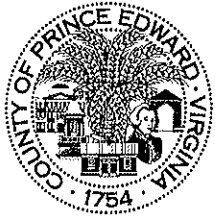
The foregoing resolution was adopted by the Board of Supervisors at its meeting on _____, 2009 by the following recorded vote:

Member

Vote

Absent:

Clerk, Board of Supervisors, County of Prince
Edward, Virginia



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: December 8, 2009
Item No.: 12
Department: County Administrator
Staff Contact: Wade Bartlett
Issue: County Administrator's Report

Summary:

1. See attached e-mail regarding a walk-through of the new library building. We will forward additional information to each of you as it becomes available.
2. Attached is a VACo Committee Interest Form. Please let me or Sarah know if you are interested in serving on a VACo committee.

Attachments:

1. E-mail regarding library walk-through.
2. VACo Committee Interest Form

Recommendation:

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

Sarah Puckett

From: K Everhart [karineverhart@co.prince-edward.va.us]
Sent: Tuesday, December 01, 2009 3:30 PM
To: 'Sarah Puckett'
Subject: Regarding an invitation to tour the new library building

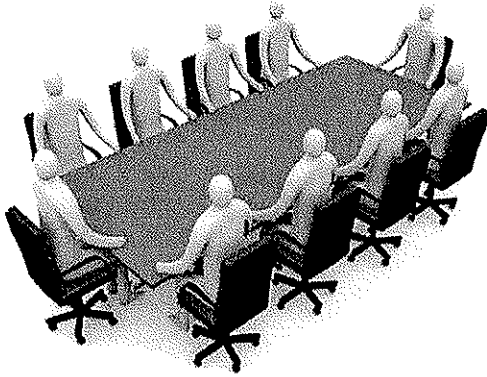
Sarah:

The Director of the Library stopped by and wishes to invite Wade and the Board members to walk through the new building on December 30; they will have the final punch list at that time. She said she will send an invitation letter with all of the information shortly.

k

Karin Everhart
Deputy Clerk to the Board
Prince Edward County
111 South Street, 3FL
Farmville, VA 23901
434.392.8837 x333
434.392.6683 (fax)
www.co.prince-edward.va.us

VACo Committee Interest Form



VACo seeks county supervisors and chief administrative officers interested in serving on steering and operational committees. The steering committees consider proposals from member counties for inclusion in VACo's annual legislative program. They also provide direction to the VACo staff on policy issues arising from legislative and state agency studies. Steering committee members are selected from each of VACo's 13 regions. Committees also include several members appointed at-large. The operational and ad hoc committees are responsible for helping direct the staff in the activities, programs and functions of VACo.

Attendance will be expected of committee members at the VACo Annual Meeting, and at least two other committee meetings during the year. VACo asks that committee members or the counties they represent assume responsibility for travel arrangements and costs associated with attending committee meetings. Appointments are made each year by the president of VACo. If you are interested in being considered for an appointment, complete thi form and return it by Dec. 15, 2009 to VACo, 1207 E. Main St., Suite 300, Richmond, VA 23219-3627, fax 804-788-0083.

County officials who serve on committees need to submit this form by Dec. 15 to be reappointed to a committee in 2010.

name _____

title _____ county _____

address _____

phone _____ e-mail _____

STEERING COMMITTEES

- _____ Environment and Agriculture
- _____ Finance
- _____ Education
- _____ Administration of Government
- _____ Health and Human Services
- _____ Community Development and Planning
- _____ Telecommunications and Utilities
- _____ Transportation

OPERATIONAL COMMITTEES

- _____ Budget & Finance
- _____ Conference Planning
- _____ Nominating
- _____ Resolutions
- _____ VACo/VML Task Force

Steering Committees

Administration of Government: General issues not falling within categories addressed by other steering committees. Committee will also address issues pertaining to law enforcement, corrections, fire and emergency services.

Community Development & Planning: Land use planning, economic development, infrastructure, growth management.

Education: Educational issues.

Environment & Agriculture: Environment, agriculture, public works activities affected by environmental laws and regulations.

Finance: Appropriations and taxation.

Health and Human Services: Social services, health, welfare and “at-risk” youth and crime prevention.

Telecommunications/Utilities: Telecommunications, non-environmental issues relating to utilities (e.g. electric utilities deregulation).

Transportation: Transportation issues.

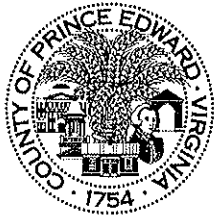
Operational Committees

Budget & Finance: Establishes a budget format and a budget that directs resources to the top priorities set by the membership to allow the association to achieve its goals.

Conference Planning Committee: VACo’s conference planning committee helps assure that the annual meeting provides members with valuable information for planning and implementing new ideas and technologies and serves as a focal point for imparting information about legislative issues.

Nominating Committee: This committee meets before the annual business meeting and prepares a slate of officers to present to the attending membership.

VACo/ VML Task Force: This task force is a collaboration of city and county officials working together to achieve common goals in local government.



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: December 8, 2009
Item No.: 13
Department: County Administration
Staff Contact: W.W. Bartlett/Sarah Puckett
Issue: Correspondence

Summary:

Attachments:

- a. Buggs Island Telephone Cooperative
- b. Citizen E-mail, RE: Back Hampden-Sydney Road

Recommendation: None.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



Buggs Island Telephone Cooperative

BIT Video • BIT Mobility

November 23, 2009

Mr. W.W. Bartlett
County Administrator
Prince Edward County
P.O. Box 382
Farmville, VA 23901-0382

Dear Mr. Bartlett:

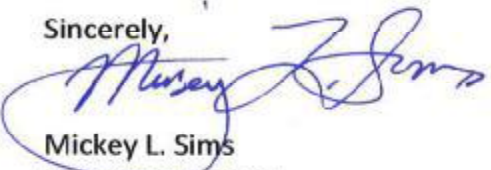
Thank you again for writing the "letter of support" that we included in our application for federal stimulus loans/grants for rural broadband! I truly appreciate your having done this for us! Our application was submitted on time and is a strong application.

After some delays by both RUS and NTIA in processing the 2200 applications, we are now being told that the finalists list for the American Recovery and Reinvestment Act of 2009 monies will be revealed on Monday, November 30, 2009. I will let you know if we are named a finalist.

The Buggs Island Telephone Cooperative is committed to bringing broadband and voice services to the entire fifteen county licensed area we have proposed to serve, and if we are able to receive these federal stimulus monies, we will be able to build out the entire service area in less than twenty-four months. If we are not a finalist, we will build out the area with our own funds and capital.

If you or the Board of Supervisors would like me to make a brief presentation on the project, the technology, and the specifics of our business plan in early 2010, please let me know and I would be glad to do so. You can call Diana Peck at BIT at 1-888-829-2844 at your convenience. Again, thank you!

Sincerely,



Mickey L. Sims
General Manager

Sarah Puckett

From: Fisher, Rebecca [fisherrh@longwood.edu]
Sent: Tuesday, December 01, 2009 4:34 PM
To: Sarah Puckett
Subject: RE: Back Hampden-Sydney Rd.

Thank you for your response. It's an unfortunate although not surprising situation. Let's hope people take a great deal of care while driving that section until repairs/upgrades have been made..

Sincerely,

Becky Fisher

From: Sarah Puckett [mailto:spuckett@co.prince-edward.va.us]
Sent: Tuesday, December 01, 2009 9:17 AM
To: Fisher, Rebecca
Cc: 'Wade Bartlett'; karineverhart@co.prince-edward.va.us
Subject: RE: Back Hampden-Sydney Rd.

Ms. Fisher – Thank you for your e-mail to the Board of Supervisors regarding the Back Hampden-Sydney Road. The County agrees with you that improvements are badly needed on the section that you noted (Back H-S Road between Buffalo Heights and Germantown). In fact, that section of the Back H-S Road is the top priority in the county's secondary road six-year improvement plan. Unfortunately, there is no funding currently available for state secondary road construction/improvements. The local VDOT maintenance shop has all possible maintenance and safety upgrades either underway or scheduled. Drainage pipes were replaced this summer. We anticipate that the centerline will be repainted in December or January. The road has been scheduled to have a "leveling coat" applied in the spring/summer of 2010. We will share your concerns with the Board of Supervisors and VDOT. Please feel free to contact me if you have any questions or if we may be of further assistance.

Sarah Elam Puckett
Assistant County Administrator
County of Prince Edward
434-392-8837

From: K Everhart [mailto:karineverhart@co.prince-edward.va.us]
Sent: Monday, November 23, 2009 7:52 AM
To: 'Sarah Puckett'; 'Wade Bartlett'
Subject: FW: Back Hampden-Sydney Rd.

From: Fisher, Rebecca [mailto:fisherrh@longwood.edu]
Sent: Thursday, November 19, 2009 9:57 AM
To: board@co.prince-edward.va.us
Subject: Back Hampden-Sydney Rd.

Hello,

This email is to express concern for the safety of those who drive the Back Hampden Sydney road on a daily basis, especially when driving at night. It is extremely dangerous to use that road in the area between Buffalo Heights Rd. and Commerce Rd./Germantown due to the lack of center or side lines and the non-existent shoulders in that section of the

road. During bad weather, the danger is elevated due to glare from oncoming headlights. I really hate to think that it will take a serious personal injury before the road is at least comparable in safety to the stretch of Commerce Rd. that fronts the new Y and business park. As Mr. Fore is aware, the Back Hampden Sydney Road is a high traffic link between Hampden Sydney and Farmville.

Thank you for your consideration.

Sincerely,

Becky Fisher
Five Forks Rd.
Farmville, VA

Rebecca Fisher

"Service is the rent we pay for living...it is the true measure, the only measure of our success."
- Marian Wright Edelman



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: December 8, 2009
Item No.: 14
Department: County Administration
Staff Contact: W.W. Bartlett/Sarah Puckett
Issue: Upcoming Events

Summary: Please review the attachments for the upcoming meetings and events and contact Sarah Puckett if you are interested in attending.

Attachments:

- Schedule of EPA public meetings regarding the Chesapeake Bay TMDL and Watershed Implementation Plans.
- VACo County Supervisors Forum – Registration Form & Preliminary Conference Schedule
- Supervisors Collaborative Governance and Decision Making Course – Registration Form
- VACo/VML Rural Caucus Reception and Dinner – Registration Form
- VACo/VML Legislative Day – Registration Form

Recommendation: Please let Sarah Puckett know of your interest in attending any of these meetings/events.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

Sarah Puckett

From: Larry Land [lland@vaco.org]
Sent: Wednesday, December 02, 2009 2:12 PM
To: Larry Land
Subject: Reminders of TMDL meetings

To: Chief County Administrative Officers and County Legislative Liaisons

This is to remind you that later this month EPA will hold four meetings in Virginia to discuss the TMDL (Total Maximum Daily Load) and Watershed Implementation Plans. These meetings will be held in accordance with the following schedule:

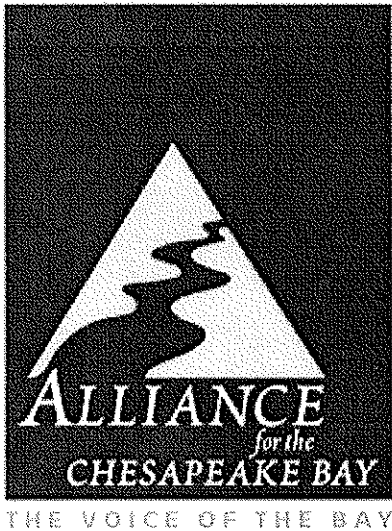
- o **December 14** — from 6:30 p.m. to 8:30 p.m. at Falls Church High School, Little Theater, 7521 Jaguar Trail, Falls Church, VA 22042.
- o **December 15** — from 11:00 a.m. to 1:00 p.m. at Hampton Roads Planning District Commission, Regional Board Room, 723 Woodlake Drive, Chesapeake, VA 23320.
- o **December 15** — from 6:30 p.m. to 8:30 p.m. at 2007 Legacy Hall, 4301 New Town Avenue, Williamsburg, VA 23188.
- o **December 16** — from 6:30 p.m. to 8:30 p.m. at Spotswood High School, 368 Blazer Drive, Penn Laird, VA 22846.
- o **December 17** — from 6:30 p.m. to 8:30 p.m. at Wingate Inn, 20 Sanford Drive, Fredericksburg, VA 22406.
If you cannot attend in person, live computer access to the presentations and audio from the Wingate Inn meeting will be offered via webinar.
Reserve your seat at the webinar:
<https://www2.gotomeeting.com/register/949488162>

Last month EPA released initial working target loads for each of the Chesapeake Bay jurisdictions. They have also divided them among the major basins in each. More information on these loads, an updated schedule for the Bay TMDL and Watershed Implementation Plans development, and EPA's letter on its expectations for implementation plans can be found on DCR's website at:
http://www.dcr.virginia.gov/soil_and_water/baytmdl.shtml

For more information on all four of the meetings to be held in Virginia Dec. 14-17, go to the DCR Bay TMDL page at http://www.dcr.virginia.gov/soil_and_water/baytmdl.shtml

As always, feel free to respond to this note with comments or questions. Also, please pass it along to others who might be interested.

Larry Land, CAE
Director of Policy Development
Virginia Association of Counties
1207 E. Broad Street
Richmond, VA 23219
(804)343-2504
(804)788-0083 FAX
Lland@vaco.org
www.vaco.org



The **Environmental Protection Agency** (EPA) will be holding public hearings in Virginia on its Chesapeake Bay wide clean up plan, also known as the Bay Total Daily Maximum Load (TMDL).

EPA has just issued a letter of expectation to the all the States in the watershed, who must now determine how they will reduce pollutants flowing into the Chesapeake Bay. Many of the responsibilities for reducing nitrogen and phosphorous loads may be passed on to local governments in each state. Each state will be required to prepare Watershed Implementation Plans which need to be developed in consultation with local governments.

Those units of local government with responsibility for stormwater management and land use controls will be impacted by the requirements of this TMDL process.

All local government elected, appointed, and staff officials are strongly encouraged to attend these sessions.

The following is the Virginia EPA Public Meeting Schedule:

Fairfax County

Monday, Dec. 14

6:30 p.m. – 8:30 p.m.

Falls Church High School

Little Theater

7521 Jaguar Trail

Falls Church, VA 22042

James City County

Tuesday, Dec. 15

6:30 p.m. – 8:30 p.m.

2007 Legacy Hall

4301 New Town Avenue

Williamsburg, VA 23188

Harrisonburg Area

Wednesday, Dec. 16

6:30 p.m. – 8:30 p.m.

Spotswood High School

368 Blazer Drive

Penn Laird, VA 22846

Fredericksburg

Thursday, Dec. 17

6:30 p.m. – 8:30 p.m.

Wingate Inn

20 Sanford Drive

Fredericksburg, VA 22406

For more information, click on this Web site: www.epa.gov/chesapeakebaytmdl



Fact Sheet



Chesapeake Bay Program
A Watershed Partnership

Chesapeake Bay Total Maximum Daily Load (TMDL)

Driving Actions to Clean Local Waters and the Chesapeake Bay

The U.S. Environmental Protection Agency is leading a major initiative to establish and oversee achievement of a strict “pollution diet” to restore the Chesapeake Bay and its network of local rivers, streams and creeks.

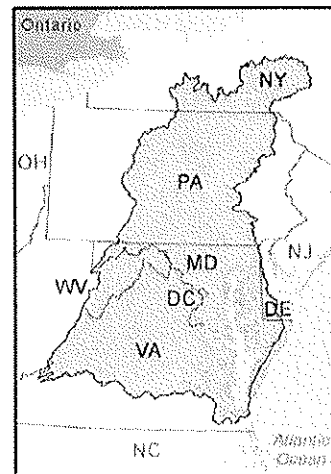
EPA is working with its state partners to set restrictions on nutrient and sediment pollution through a Total Maximum Daily Load, or TMDL, a regulatory tool of the federal Clean Water Act that will be backed by a series of accountability measures to ensure cleanup commitments are met.

The Bay TMDL will be the largest and most complex ever developed, involving six states and the District of Columbia and the impacts of pollution sources throughout a 64,000-square-mile watershed.

Addressing the Challenges

Monitoring data continues to show that the Chesapeake Bay has poor water quality, degraded habitats and low populations of many species of fish and shellfish.

The Chesapeake Bay and its rivers are overweight with nitrogen, phosphorus and sediment from agricultural operations, urban and suburban runoff, wastewater, airborne contaminants and other sources.



The excess nutrients and sediment lead to murky water and algae blooms, which block sunlight from reaching underwater bay grasses and create low levels of oxygen for aquatic life, such as fish, crabs and oysters.

The Bay TMDL – actually a combination of 92 smaller TMDLs for individual Chesapeake Bay tidal segments – will include limits on nutrients and sediment sufficient to achieve state clean water standards for dissolved oxygen, water clarity and algae.

Actions under the TMDL will complement significant and ongoing work by EPA and its partners to restore the Bay and will have benefits far beyond the Chesapeake itself, helping to clean local rivers that support fishing and swimming and often serve as a source of local drinking water.

Sharing the Load

The pollution diet will be divided among all jurisdictions in the watershed by their major river basins. The jurisdictions include Maryland, Virginia, Pennsylvania, Delaware, New York, West Virginia and the District of Columbia. The states and the District will further divide the “loadings” among local sources, improving their ability to target and achieve reductions.

Accountability

The six states and the District will prepare Watershed Implementation Plans indicating how they will accomplish their shares of the pollution diet. The plans will identify pollution reduction targets by geographic location and source sector and will include a description and schedule of actions to be taken to achieve the reductions.

States will specify reductions they intend to get from “point sources” like sewage treatment plants, urban stormwater systems and large animal feeding operations and “non-point sources” such as polluted rainfall runoff from agricultural lands and hard surfaces. The Bay Program’s advanced computer models will offer the ability for states to target actions to specific local areas and sources.

The plans will be supported by a series of two-year milestones for achieving specific near-term pollution reduction actions and targets needed to keep pace with commitments.

The states and EPA will monitor the effectiveness of the pollution reduction actions to assess progress and water quality response. EPA would employ consequences if there are insufficient commitments in a jurisdiction’s implementation plan or a failure to meet the established two-year milestones.

EPA is working closely with the states and the District of Columbia, and with modeling and water quality experts at the Chesapeake Bay Program in developing the TMDL.

Timetable

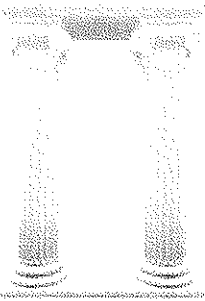
While court-ordered consent decrees with Virginia and the District of Columbia require the TMDL to be finalized by May 1, 2011, EPA has agreed to work toward an accelerated completion date of December 2010.

A draft TMDL and accompanying draft implementation plans are scheduled to be prepared by August 2010. The TMDL and the plans will then be offered for public comment. An initial round of public meetings will be held in November and December 2009, part of a robust plan for gathering public input.

(Last Updated: 10/15/09)

VACo County Supervisors Forum

January 8-10, 2010



**New
Supervisors
Sign Up Now!**

About the Forum: The Virginia Association of Counties offers County Supervisors Forum for supervisors to concentrate on critical issues facing counties today: financial responsibilities, schools, economic development, transportation, environmental protection, intergovernmental relations, legal issues and more. An overview of county government and the work of county supervisors is covered.

Who should attend: Newly elected and incumbent supervisors, chief county administrative officers and other government managers will come away with information they need to steer their locality forward.

Registration details: The conference registration fee is \$295, which covers conference materials, a Virginia County Supervisors' Manual, Friday dinner, Saturday lunch and Sunday lunch. Spouses and guests who attend may register for \$150, which covers those meals. The conference takes place at the Richmond Marriott, 500 E. Broad St. The room rates are \$123 for a single or double room. **To reserve a hotel room, call 1-800-228-9290 by Dec. 17 with this code: ("VACo New Supervisors Meeting").**

To register, mail this form along with a check or charge authorization to VACo, 1207 E. Main St., Suite 300, Richmond, VA 23219-3627. Credit card payments may be faxed to 804-788-0083. The registration deadline is Dec. 17.

Name _____

Title _____ County _____

Mailing Address _____

Phone _____ Fax _____ E-mail _____

My guest's name _____

Charge Options: (circle one) VISA American Express MasterCard

Card Number _____ Expiration Date _____

Card Holder's Name _____



VACo exists to support county officials and to effectively represent, promote and protect the interests of counties to better serve the people of Virginia.

PRELIMINARY CONFERENCE SCHEDULE
2010 County Supervisors' Forum
Richmond Marriott Hotel

Friday, January 8, 2010

3:00 p.m. Registration

5:00 p.m. Reception

6:00 p.m. Dinner

Saturday, January 9, 2010

7:00 a.m. Registration

7:30 a.m. Continental Breakfast

8:30 a.m. Welcoming Remarks

8:40 a.m. Freedom of Information Act and Public Records

9:40 a.m. Break

9:50 a.m. Ethics and Conflicts of Interest Act

10:50 a.m. Break

11:00 a.m. Transportation Issues

12:00 p.m. Lunch with Speaker

1:45 p.m. Land Use Issues

2:40 p.m. Break

2:50 p.m. Human Services

3:45 p.m. Break

4:00 p.m. Environmental Issues

5:00 p.m. Dinner on your own

PRELIMINARY CONFERENCE SCHEDULE
2010 County Supervisors' Forum
Richmond Marriott Hotel

Sunday, January 10, 2010

- 8:00 a.m. Continental Breakfast**
- 8:30 a.m. The County Supervisor's Role**
- 9:30 a.m. Break**
- 9:40 a.m. State Budget Overview**
- 10:00 a.m. Budget Workshop**
- 11:00 a.m. Break/Checkout**
- 11:30 a.m. Budget Workshop Continues**
- 12:15 p.m. Session ends, Lunch provided**



**Virginia
Cooperative Extension**
A partnership of Virginia Tech and Virginia State University www.ext.vt.edu



VIRGINIA STATE UNIVERSITY

Collaborative Governance and Decision Making

Friday, January 8, Richmond Marriott
Friday, March 5, Charlottesville

10 a.m. - 4:30 p.m.
9:45 a.m. - 4:30 p.m.

Cost: \$350 per person, includes books, materials, lunch

This comprehensive program with home study and a follow-up session is open to all County Supervisors. It is one of the five core courses in the Virginia Certified County Supervisor Program, a joint effort of Virginia Tech and the Virginia Association of Counties.

Mike Chandler, Professor Emeritus at Virginia Tech, and Extension Specialists for Community Viability with Virginia Tech will lead the course, utilizing examples and calling on practitioners from around Virginia. There is an eight week home study segment following the January segment.

REGISTRATION FOR: Collaborative Governance and Decision Making

Fee: \$350

Name: _____

Home Address _____

Phone # _____ Fax # _____ E-mail _____

Title or Position: _____

Please complete this section if paying with credit card:

Credit Card # _____ Exp. Date _____ Type _____

Name as it appears on Credit Card _____

Signature Authorizing Payment _____

Meeting Location: Richmond Marriott, 500 E. Broad St., Richmond, Va. 23219

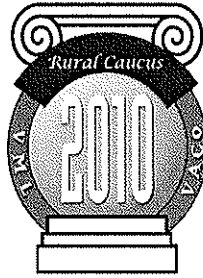
Make checks payable to VACo. Send all registrations to:

Virginia Association of Counties
1207 E. Main Street, Suite 300
Richmond, VA 23219

OR FAX this form with credit card information to: (804) 788-0083.

Refund Policy - Requests for registration refunds are honored if received by **Dec. 30, 2009**; however, substitutions are accepted at any time. For questions about registration, call VACo at (804) 788-6652.

VACo/VML Center for Rural Virginia



Caucus Reception and Dinner Richmond Marriott at 5:30 p.m. February 10, 2010 Registration Form

Name _____

Title _____

County _____

Mailing address _____

Phone number _____ FAX number _____ E-mail _____

My guest's name is _____

Total enclosed _____ **(\$50/dinner per person)**

Please check here if you desire a vegetarian dinner _____.

Charge options:
_____ VISA _____ American Express _____ MasterCard

Card number _____

Expiration date _____

Print cardholder's name (as it appears on the card) _____

Authorized Signature: _____

Register today by faxing this completed form with credit card information to: (804) 788-0083) or mail this form with a check to: VACo, 1207 E. Main St., Suite 300, Richmond, VA 23219-3627.

Hotel Information

Officials who need to stay overnight at the Marriott can get a special rate of \$123 for a single or double room. To reserve a hotel room, call 1-800-228-9290 **by Jan. 29** with the following code: VACO/VMLLEGDAY. For more information about Legislative Day, call VACo at (804) 788-6652.

Refund policy

Requests for registration refunds are honored if received by 10 a.m. on February 1, 2010. However, substitutions are accepted at any time. For questions about registration, please call VACo at (804) 788-6652.



VML, VACo co-sponsor Legislative Day Feb. 11

Richmond Marriott

The Virginia Municipal League and the Virginia Association of Counties will sponsor Legislative Day on Thursday, Feb. 11, at the Richmond Marriott, located at 500 E. Broad St. in downtown. VML and VACo staff will report on

legislation affecting local governments, then local officials are encouraged to participate in committee meetings and lobby state legislators at the Capitol. Local officials are strongly encouraged to take their legislators to dinner. Please invite them soon.

To register, mail this form and a check (payable to VML) for \$40 per person to:
VML, P.O. Box 12164, Richmond, VA 23241. Fax (804) 343-3758.

Officials who need to stay overnight at the nearby Richmond Marriott Hotel can get a special rate of \$123 for a single or double room. Call the hotel at 800-228-9290 and use the special code VACO/VMLLEGDAY.

Deadline for hotel reservations is Jan. 29.

For more details, call VML at (804) 649-8471, fax (804) 343-3758 or e-mail@vml.org.

PROGRAM SCHEDULE

- 9:30 a.m. VML Executive Committee meeting
- 11 a.m. Registration
- Noon VML and VACo staff legislative briefings (box lunch provided)
- Afternoon Visits to state Capitol
- 5:30 - 6:30 p.m. Cash bar reception for local officials
- Evening Make plans now to take your state legislators to dinner!

Enclosed is a check (\$40 per person) payable to VML for the following people to attend:
VML does not take credit cards.

Name _____ Name _____

Title _____ Title _____

Name _____ Name _____

Title _____ Title _____

County/City/Town/Organization _____

Mailing Address _____

Phone _____ Special Accommodations _____

(If necessary, attach a list of additional names with titles.)



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: December 8, 2009
Item No.: 15
Department: County Administration
Staff Contact: W.W. Bartlett/Sarah Puckett
Issue: Monthly Reports

Summary:

Attachments:

- a. Animal Control
- b. Building Official
- c. Cannery
- d. Prince Edward County Public Schools

Recommendation: Acceptance.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Giffillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



Animal Control Monthly Report

"November 2009"

Dogs		Wildlife	
Picked Up	41	Handled	0
Claimed By Owner	4	Euthanized	0
Adopted	5		
Died in Kennel	0	Livestock	
Euthanized	20	Returned to Owner	0
Transferred to SPCA	12	Died in Kennel	0
Dead on Arrival	0		
		Other Companion Animals	
Cats		Returned to Owner	0
Picked Up	17		
Claimed By Owner	0	Number of Calls to Shelter	154
Adopted	0	Summons Issued	10
Euthanized	11	Warrants Served	0
Died in Kennel	0	Days in Court	2
Transferred to SPCA	6	Nuisance Dogs	1
Dead on Arrival	0	Dangerous Dogs	0
Fees Collected	\$295.00		
Bill the Town of Farmville			
0 Cats housed (7 days each)			
Total	\$0.00	Total Fees Collected	\$295.00

S. Ray Foster & Vicki Horn, Animal Control

BUILDING OFFICIAL

Permits Issued Report
11/01/2009 Through 11/30/2009

ADDITIONS	- Issued	2
	- Value	\$14,000.00
	- Permit Fees	\$150.00
	- 2.00% STATE TAX	\$3.00
	- Fees Collected	\$.00
ELECTRICAL	- Issued	8
	- Value	\$.00
	- Permit Fees	\$400.00
	- 2.00% STATE TAX	\$8.00
	- Fees Collected	\$.00
MECHANICAL	- Issued	3
	- Value	\$1,000.00
	- Permit Fees	\$150.00
	- 2.00% STATE TAX	\$3.00
	- Fees Collected	\$.00
MANUFACTURED HOMES	- Issued	3
	- Value	\$13,600.00
	- Permit Fees	\$356.80
	- 2.00% STATE TAX	\$7.14
	- Fees Collected	\$.00
PLUMBING	- Issued	4
	- Value	\$.00
	- Permit Fees	\$200.00
	- 2.00% STATE TAX	\$4.00
	- Fees Collected	\$.00
REMODELING	- Issued	3
	- Value	\$528,000.00
	- Permit Fees	\$1,505.00
	- 2.00% STATE TAX	\$30.10
	- Fees Collected	\$.00
Total Permits - Issued		23
Total Permits - Value		\$556,600.00
Total Permits - Permit Fees		\$2,761.80
Total Permits -		
	State Tax 2%	<u>55.24</u>
		\$ 2,817.04

INSPECTIONS FOR NOVEMBER

52

PRINCE EDWARD COUNTY CANNERY

7916 Abilene Road
Farmville, Virginia 23901

LENA HUDDLESTON

Cannery Manager
434-223-8664
Home 434-392-4218

November 2009 Cannery Report

During the month of November, the following number of cans were canned:

758 (qt.)	@	.48 =	363.84
124 (pt)	@	.40 =	49.60
No meat, cut saw was broken			
20 Patrons usage	@	1.00 =	20.00
30 % out of county			26.42
5 gal.	@	1.25 =	<u>6.25</u>
TOTAL			\$ 466.11

L. Huddleston

dbw

**Prince Edward County Public Schools
Summary Financial Report**

Fund I
Month Ending November 30, 2009

(rounded to nearest dollar)

<u>Revenues</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance Actual Under (Over) Budget</u>	<u>YTD as a Percent of Budget</u>
From the Commonwealth:					
State Sales Tax.....	\$ 211,729	\$ 1,053,419	\$ 2,687,309	\$ 1,633,890	39.20
Basic School Aid.....	\$ 656,804	\$ 3,284,022	\$ 7,886,187	\$ 4,602,165	41.64
All Other.....	\$ 462,302	\$ 1,637,179	\$ 6,801,017	\$ 5,163,838	24.07
Total State.....	\$ 1,330,835	\$ 5,974,619	\$ 17,374,513	\$ 11,399,894	34.39
From the Federal Gov't.....	\$ 209,590	\$ 715,353	\$ 2,707,932	\$ 1,992,579	26.42
Tran. From General Fund(County)	\$ 565,165	\$ 2,269,229	\$ 7,968,567	\$ 5,699,338	28.48
Cash Book -Local.....	\$ 15,619	\$ 118,540	\$ 376,000	\$ 257,460	31.53
Total Revenues.....	\$ 2,121,209	\$ 9,077,742	\$ 28,427,012	\$ 19,349,270	31.93

<u>Expenditures</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>Outstanding Encumbrances</u>	<u>Budget</u>	<u>Expended & Encumbered (Over) Under Budget</u>	<u>Expen. & Encumbrance as a % of Budget</u>
1000-Instruction.....	\$ 1,706,406	\$ 6,694,445	\$ 11,477,885	\$ 22,018,401	\$3,846,071	82.53
2000-Admin.,Health/Att.....	\$ 121,188	\$ 586,038	\$ 535,863	\$ 1,513,615	\$391,714	74.12
3000-Transportation.....	\$ 147,490	\$ 545,585	\$ 785,724	\$ 1,928,199	\$596,890	69.04
4000-Operation/Maintenance	\$ 143,594	\$ 673,142	\$ 512,643	\$ 1,968,450	\$782,666	60.24
5000-Food Service.....	\$ 897	\$ 3,404	\$ 897	\$ 10,580	\$6,279	40.65
6000-Facilities.....	\$ 1,634	\$ 49,864	\$ 17,517	\$ 137,725	\$70,343	48.92
7000-Debt. Ser.....	\$ -	\$ 525,264	\$ 324,778	\$ 850,042	\$0	100.00
8000-Contingency Reserve	\$ -	\$ -	\$ -	\$ -	\$0	0.00
Total Expenditures.....	\$ 2,121,209	\$ 9,077,742	\$ 13,655,307	\$ 28,427,012	\$5,693,963	79.97

Saved as November 09-10 MonthRept

Prince Edward County Public Schools
35 Eagle Drive
Farmville, Virginia 23901

**Comparative Receipts and Expenditures
Year to Date**

Month of November 2009

Receipts:	Fiscal 2009			Fiscal 2010			Diff.
	Budgeted	Rec. YTD	Percent	Budgeted	Rec. YTD	Percent	
Sales Tax	3,083,012	1,245,352	40.39	2,687,309	1,053,419	39.20	1.19
Basic Aid	8,858,101	3,598,388	40.62	7,886,187	3,284,022	41.64	-1.02
Other State	6,128,154	1,503,719	24.54	6,801,017	1,637,179	24.07	0.47
Total State	18,069,267	6,347,459	35.13	17,374,513	5,974,619	34.39	0.74
Federal Funds	2,403,092	400,331	16.66	2,707,932	715,353	26.42	-9.76
Local Funds	8,077,457	2,794,365	34.59	7,968,567	2,269,229	28.48	6.12
Cash Book	375,100	88,958	23.72	376,000	118,540	31.53	-7.81
Total Revenue	\$28,924,916	\$9,631,113	33.30	\$28,427,012	\$9,077,742	31.93	1.36

Expenditures:	Fiscal 2009			Fiscal 2010			Diff.
	Budgeted	Expended YTD	Percent	Budgeted	Expended YTD	Percent	
Instruction	22,106,881	7,100,855	32.12	22,018,401	6,694,445	30.40	1.72
Administration	1,590,575	609,470	38.32	1,513,615	586,038	38.72	-0.40
Transportation	2,026,900	567,447	28.00	1,928,199	545,585	28.30	-0.30
Maintenance	2,045,650	742,707	36.31	1,968,450	673,142	34.20	2.11
Food Service	10,158	2,381	23.44	10,580	3,404	32.17	-8.73
Facilities	185,820	23,742	12.78	137,725	49,864	36.21	#####
Debt Service	958,932	584,510	60.95	850,042	525,264	61.79	-0.84
Contingency Reserves	0	0	0.00	0	0	0.00	0.00
Total Expenditures	\$28,924,916	\$9,631,113	33.30	\$28,427,012	\$9,077,742	31.93	1.36

For Fiscal 2007, Technology Expenditures are included as a part of both Instruction and Administration.

Saved as November 09-10 Expense Comparison

**Prince Edward County Public Schools
Food Service Department
Summary Financial Report
2009-2010**

**Fund 4
Month Ending November 30, 2009**

(rounded to nearest dollar)

<u>Revenues</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance Actual Under (Over) Budget</u>	<u>YTD as a Percent of Budget</u>
From the Commonwealth:					
State School Food	\$ -	\$ 13,811	\$ 80,521	\$ 66,710	17.15
School Breakfast	\$ -	\$ -	\$ 2,124	\$ 2,124	0.00
Total State.....	\$ -	\$ 13,811	\$ 82,645	\$ 68,834	16.71
Federal Reimbursement	\$ 89,091	\$ 213,430	\$ 750,000	\$ 536,570	28.46
Cash Book -Local.....	\$ 24,566	\$ 96,043	\$ 259,611	\$ 163,568	36.99
Total Revenues.....	\$ 113,657	\$ 323,283	\$ 1,092,256	\$ 768,973	29.60

<u>Expenditures</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>Outstanding Encumbrances</u>	<u>Budget</u>	<u>Expended & Encumbered (Over) Under Budget</u>	<u>Expn. & Encumbrance as a % of Budget</u>
Salary	\$ 31,538	\$ 140,418	\$ 229,519	\$ 400,090	\$ 30,153	92.46
Fringe Benefits	\$ 11,573	\$ 48,130	\$ 84,405	\$ 138,456	\$ 5,921	95.72
Purchased Services	\$ 1,567	\$ 15,084	\$ 995	\$ 16,150	\$ 71	99.56
Materials & Supplies	\$ 4,985	\$ 20,518	\$ 3,966	\$ 92,805	\$ 68,321	26.38
Food Supplies	\$ 51,849	\$ 114,614	\$ 32,658	\$ 436,756	\$ 289,484	33.72
Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	-
Furniture/Equipment	\$ -	\$ 461	\$ -	\$ 8,000	\$ 7,539	5.76
		\$ -	\$ -	\$ -	\$ -	
Total Expenditures.....	\$ 101,511	\$ 339,225	\$ 351,543	\$ 1,092,256	\$401,488	63.24

Saved as November 09-10 summary financial food service

Prince Edward County Public Schools
35 Eagle Drive
Farmville, Virginia 23901

2009-2010
Comparative Receipts and Expenditures
Food Service Department
Year to Date

Month of November 2009

Receipts:	Fiscal 2009			Fiscal 2010			
	Budgeted	Rec. YTD	Percent	Budgeted	Rec. YTD	Percent	Diff.
State School Food	13,408	13,265	98.94	80,521	13,811	17.15	-81.78
School Breakfast	<u>0</u>	<u>9,771</u>	0.00	<u>2,124</u>	<u>0</u>	0.00	0.00
Total State	13,408	23,037	171.81	82,645	13,811	16.71	-155.10
Federal Reimbursement	787,392	216,040	27.44	750,000	213,430	28.46	1.02
Cash Book - Local	<u>285,000</u>	<u>95,873</u>	33.64	<u>259,611</u>	<u>96,043</u>	36.99	3.36
Total Revenue	\$1,085,800	\$334,950	30.85	\$1,092,256	\$323,283	29.60	-1.25
Expenditures:	Budgeted	Expended YTD	Percent	Budgeted	Expended YTD	Percent	Diff.
Salary	415,726	148,970	35.83	400,090	140,418	35.10	-0.74
Fringe Benefits	167,453	59,379	35.46	138,456	48,130	34.76	-0.70
Purchased Services	24,200	14,585	60.27	16,150	15,084	93.40	33.13
Materials & Supplies	110,032	25,723	23.38	92,805	20,518	22.11	-1.27
Food Supplies	352,389	120,665	34.24	436,756	114,614	26.24	-8.00
Uniforms	0	0	0.00	0	0	0.00	0.00
Furniture/Equipment	16,000	6,876	42.98	8,000	461	5.76	-37.22
Contingency Reserves	<u> </u>	<u> </u>		<u> </u>	<u> </u>		
Total Expenditures	\$1,085,800	\$376,199	34.65	\$1,092,256	\$339,225	31.06	-3.59

Saved as November 09-10 Expense Compare Food Service