

PRINCE EDWARD COUNTY BOARD OF SUPERVISORS

SUPERVISORS BOARD MEETING NOVEMBER 16, 2010 7:00 P.M.

AGENDA

7:00 p.m.	1.	The Chairman will call the NOVEMBER meeting to order.	1
	2.	Invocation	1
	3.	<u>PUBLIC PARTICIPATION</u> : Citizens wishing to address the Board are asked to please sign the Public Participation Register prior to the beginning of the meeting	3
	4.	Board of Supervisors Comments	5
	5.	Consent Agenda:	
		a. Treasurer's Report: July 2010	7
		b. Approval of Minutes: October 12, 2010	15
		c. Review of Accounts & Claims	45
		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
		e. Erroneous Assessment: Faye J. Calloway (\$283.76 – Real Estate)	69
		f. 2011 Rabies Clinics	71
	6.	Highway Matters: VDOT Revenue Sharing Program VDOT Projects Update	73 75
7:30 p.m.	7.	<u>PUBLIC HEARING</u> : Amendment to Section 70-1 of County Code – The Board will receive citizen input prior to considering an amendment to Section 70-1 of the County Code to change the deadline for filing the annual returns of tangible personal property, machinery and tools and merchants' capital from May 1 to March 1.	81
	8.	Granite Falls: Extension of Land Purchase Agreement and Grant Agreement	85
	9.	Request from Prospect Historical Society: Transportation Enhancement Grant	105
	10.	Planning & Community Development Report	113
	11.	County Administrator's Report: a. Courthouse Roof b. County Health Insurance c. Buggs Island Wireless Broadband	115
	12.	SCOPE Building Improvements	117

13.	Committee Reports:	119
	a. Peddlers License Committee	
14.	Correspondence: a. Letter from School Superintendent, RE: Route 628 b. Letter from Shentel, RE: Shentel Cable Company Lineup Changes c. Thank You, YMCA	121
15.	Informational: a. VDOT, Board of Supervisors Manual (ATTACHMENT) b. VEDP, A Guidebook for Local Elected Officials (ATTACHMENT)	125
16.	Monthly Reports: a. Animal Control b. Building Official c. Cannery d. Prince Edward County Public Schools e. Tourism/Visitor Center f. PERT	127

(\underline{NOTE} : Additional agenda items may be added to the Table Pack, which is available for review after 4:30 p.m. on Tuesday, November 16, 2010.)



1754			
Meeting Date:	November 16, 2010		
Item No.:	1 & 2		
Department:	Board of Supervisors		
Staff Contact:	W.W. Bartlett		
Issue:	Call to Order and Invocation		
Summary: Chair the P	rman William G. Fore, Jr. will call to rince Edward Board of Supervisors	order the November meet and ask for an invocation.	ing of
Attachments:	None.		
Recommendation:	None.		
Motion Second	Campbell Jones	Fore McKay	Gantt Simpson
	Wilck	Wiley	



Meeting Date:	November 16, 2010		
Item No.:	Board of Supervisors f Contact: ne: Public Participation Public Participation is a time set aside for citizens to share their thoughts, ideas and concerns. An official dis made of each person's contribution tonight and will be directed to the County Administrator for follow-up; necessary follow-up will be noted and tracked. Follow-up may consist of an immediate response, or planned action to County Administrator or Board, or by placement on a future Board agenda. Tonight's agenda cannot be geed because the public needs advance knowledge of and the opportunity or review related materials regarding items asset by the Board. To further assist public information, the Board requests our Administrator, Attorney or by staff to immediately correct any factual error that might occur. Chiments: Public Participation Tracking Form		
Department:	Board of Supervisors		
Staff Contact:			
Issue:	Public Participation		
Summary:			
record is made of each p any necessary follow-up by the County Admini changed because the put addressed by the Board	berson's contribution tonight and will be din will be noted and tracked. Follow-up may strator or Board, or by placement on a futu blic needs advance knowledge of and the opt . To further assist public information, the	rected to the County Administry of consist of an immediate respondere Board agenda. Tonight's ago of tunity to review related match Board requests our Administry	ator for follow-up; ase, or planned action genda cannot be rials regarding items
Attachments:	Public Participation Tracking Fo	orm	
Recommendation:	: None.		
Motion	Campbell	Fore	Gantt
Second	Jones Wilck	McKay Wiley	Simpson

PUBLIC INPUT TRACKING LOG

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Meeting Date:

November 16, 2010

Item No.:	4			
Department:	Board o	of Supervisors		
Staff Contact:				
Issue:	Board o	of Supervisors Com	ments	
Summary:	The Board has from Public Pa		s for Board members to 1	respond to citizen input
Attachments:	None.			
Recommenda	tion: None.			
Motion		Campbell	Fore	
occoriu	······	Wilck	Wiley	Jimpon



Meeting Date:	November 16, 2010
Item No.:	5-a
Department:	Treasurer
Staff Contact:	Mable Shanaberger
Issue:	Consent Agenda - Treasurer's Report
Summary: The T	reasurer's Report for the July 2010 (FY 10 Year-End) is attached.
Attachments:	July 2010 Treasurer's Report.
	July 2010 Heastier's Report.
Recommendation:	None.
Motion Second	Campbell Fore Gantt Jones McKay Simpson
эссона	Jones McKay Simpson Wilck Wiley

Prince Edward County Board of Supervisors

Description	Sub-Fund Balances	Fund Balances	Account Balances
General Fund	\$ 121,562.30		
General Fund Res. for investments	\$ 6,092,574.14	\$ 6,214,136.44	*
DDEA Fund		Ф 0000 40	
PPEA Fund		\$ 8,260.43	
Industrial Development Authority Fund		\$ 267,293.17	
Recreation Fund Res for Investments		\$ 26,919.96	
Forfeited Assets Fd. Res. for Inv.		\$ 94,503.30	
School Capital Projects FundVPSA		\$ -	
School Capital Projects FundQZAB01		\$ -	
Underground Storage Tank Fund		\$ 20,000.00	
Economic Development Fund		\$ 746,936.98	
Board of Public Welfare Special Acct.		\$ 4,893.48	
Piedmont ASAP Fund		\$ 245,390.48	**************************************
QZAB Debt Services Fund		\$ 408,068.97	
Landfill Construction Fund		\$ 577,589.20	
PCS Fund		\$ 269,176.11	
Revenue Sharing Fund		\$ 20,964.86	
Retirement Benefits Fund		\$ (3,010.00)	
School Capital Projects FundQZAB02		\$ -	
Dare Donations Fund		\$ 712.82	
School Caferteria Fund		\$ 206,438.14	
Pr Ed Community Dev Fund		\$ (1,688.00)	
Water Fund		\$ 1,107,865.98	
Sewer Fund		\$ (5,581.71)	
School Fund		\$ 425,022.84	hat Post I donn Ab / A data data and da
Cash in Office			¢ 1,000,00
Cash in Banks			\$ 1,000.00 \$ 3,554,014.68
######################################	APPROPRIES A TOTAL AS EAST WAS ENGINEERED AND ADMINISTRATION AS A CHARLES AND ADMINISTRATION ADMINISTRATION AND ADMINISTRATION	***************************************	
Warrants Payable (School Fund) General Fund Investments			\$ - \$ 6,092,574.14
VPSA Investments			\$ 6,092,574.14 \$ -
QZAB01 Investments			\$ -
Underground Storage Tank Fund	\$1.50 to \$1.		\$ 20,000.00
Recreation Fund Investments			\$ 26,918.96
QZAB02 Investments Landfill Construction Fund for Investment			\$ -
Forfeited Asset Fd for Investment			\$ 577,589.20
Industrial Dev Auth Fd for Inv			\$ 94,503.30
industrial Dev Auth Fo for thy			\$ 267,293.17
Talala		¢ 10 622 802 4E	\$ 10,633,893.45
<u>Totals:</u>		\$ 10,633,893.45	\$ 10,633,893.45

	24.00 pg 20.00 pg 20.		

Report for: July 2010

Prince Edward County Board of Supervisors

Fransfers In:			
111111111111111111111111111111111111111	School Fund	7,913,044.00	
	VPA Fund	540,964.77	
MATERIAL STATE OF THE STATE OF	Water Fund	0.00	
	Sewer Fund	0.00	
	IDA Fund	26,701.14	
	Retirement Benefits Fd	24,696.00	
	Debt Obligations	712,247.11	
	Total	9,217,653.02	

Report for: July 2010

Prince Edward Co. Board of Supervisors Depository Balances

Checking Accounts:

Benchmark Community Bank	\$ 146,457.94
Wachovia Bank	\$ 215,865.08
BB&T	\$ 3,183,210.10
Bank of America	\$ 104,437.65

Total: \$ 3,649,970.77

Investment Accounts:

Benchmark Community Bank	\$ 1,503,976.29
Wachovia Bank	\$ 205,771.18
Citizens Bank & Trust Company	\$ 235,000.00
BB&T	\$ 2,649,683.79
Planters Bank & Trust	\$ 200,000.00
Mentor Investments	\$ 162,367.52
SNAP (State Non-Arbitrage Plan)	\$ -
Bank of America	\$ 2,026,123.90

Total: \$ 6,982,922.68

Mable H. Shanaberger, Treasurer

Report Date: July 2010

Prince Edward County Board of Supervisors

Description	Sut	-Fund Balances	T F	und Balances	400	ount Baland
			 	Darances	ACC	ount Balanc
General Fund	\$	125,892.30				
General Fund Res. for Investments	\$	5,695,179.69	\$	5,821,071.99	*	
PPEA Fund	-					
			\$	17,697.10		
Industrial Development Authority Fund Recreation Fund Res for Investments	-		\$	747,202.52		
Forfeited Assets Fd. Res. for Inv.			\$	26,914.90	·	
School Capital Projects FundVPSA			\$	114,488.57	1	
School Capital Projects FundVPSA	 		\$	183,55		
School Capital Projects FundQZAB01 Underground Storage Tank Fund	-	7 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	\$	415.17	 	,
Economic Development Fund			\$	21,010.00		
Board of Public Wolfers O	 		\$	493,426.98		(Add a 1977)
Board of Public Welfare Special Acct. Pledmont ASAP Fund			\$	3,307.58		
QZAB Debt Services Fund	ļ		\$	260,480.63		
Landfill Construction Fund	 		\$	174,097.00		
PCS Fund			\$	330,742.40		
Revenue Sharing Fund			\$	231,706.10		
Retirement Benefits Fund			\$	66,964.86	···,	
School Capital Projects To 1 0 7 1			\$	10,239.00		
School Capital Projects FundQZAB02 Dare Donations Fund			\$	278,688.35		
School Caferteria Fund			\$	1,820.60		~~~
Pr Ed Community Dev Fund			\$	173,676.94		
Vater Fund			\$	(1,688.00)		
ewer Fund	! 		\$	4,109.82		
chool Fund			\$	236.90	·	
onoon and			\$	328,843.43		
ash in Office						
ash in Banks					\$	1,000.00
/arrants Payable (School Fund)					\$	1,892,237.4
eneral Fund Investments	*	~			\$	-
PSA Investments					\$:	5,695,179.69
ZAB01 Investments		·			\$	183.55
nderground Storage Tank Fund					\$	415.17
ocreation Fund Investments					\$	21,010.00
ZAB02 Investments					\$	26,914.90
andfill Construction Fund for Investment					\$	279,162.15
orfeited Asset Fd for Investment					\$	330,742.40
dustrial Dev Auth Fd for Inv					\$	111,488.57
					\$	747,202.52
Totals:				2.105.000.00		
		- 11	\$	9,105,636.39	\$9	,105,536.39
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Report for: July 2009

Prince Edward County Board of Supervisors

Transfers In:	e General Fund, \$10,581,550.48 is encumbere	a lor;	
ransiers in:		10 to	
NAV-6	School Fund	7,968,525.00	
/A	VPA Fund	495,657.44	
	Water Fund	625,000.00	
	Sewer Fund	625,000.00	
	IDA Fund	28,280.48	
	Retirement Benefits Fd	32,628.00	
10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			***************************************
	Debt Obligations	806,459.56	
	Total	10,581,550.48	

Report for: July 2009

Prince Edward Co. Board of Supervisors Depository Balances

Checking Accounts:

Benchmark Community Bank	\$	74,939.94
Wachovia Bank	Ψ	74,303.94
	\$	335,356,27
BB&T	*	,
Donlers	\$	2,557,801.95
Bank of America	\$	361,164.16

Total: \$ 3,329,262.32

Investment Accounts:

Benchmark Community Bank	\$ 939,226.66
Wachovia Bank	\$
Citizens Bank & Trust Company BB&T	\$ 236,009.83
	\$ 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

Total: \$ 5,775,374.07

Mable H. Shanaberger, Treasurer

Report Date: July 2009



Meeting Date:	November 16, 2010		
Item No.:	5-b		
Department:	County Administration		
Staff Contact:	Karin Everhart		
Issue:	Consent Agenda - Approval o	of Minutes	
Summary: Meet	ing minutes are attached for your	review and approval.	
Attachments:	October 12, 2010 Regular Mee	ting Minutes	
Recommendation:	Approval.		
	approvan		
Motion	Campbell Jones	Fore McKay	Gantt Simpson
	Wilck	Wiley	энтрээн

October 12, 2010

At the regular meeting of the Board of Supervisors of Prince Edward County, held at the Court House, thereof, on Tuesday, the 12th day of October, 2010; at 7:00 p.m., there were present:

Howard M. Campbell

William G. Fore, Jr.

Don C. Gantt, Jr.

Robert M. Jones

Charles W. McKay

Howard F. Simpson

Jim R. Wilck

Mattie P. Wiley

Also present: Wade Bartlett, County Administrator; Sarah Puckett, Assistant County Administrator; Sharon Lee Carney, Director of Economic Development & Tourism; Jonathan Pickett, Director of Planning and Community Development; Jim Ennis, County Attorney; Mable Shanaberger, Treasurer; and Beverly Booth, Commissioner of Revenue.

Chairman Fore called the October meeting to order. Supervisor McKay offered the invocation.

In Re: Public Participation

Chairman Fore read the Public Participation Policy, adopted 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.

There was no one present that wished to speak.

In Re: Board of Supervisors Comments

Supervisor Gantt said he had attended an event at Prince Edward County Schools on Friday, October 8, hosted by Virginia Advanced Study Strategies, Inc.; he was impressed with the number of students taking advanced classes. He said the changes made at the schools last year and with the things to be done this year, the schools are getting on track. Supervisor Gantt made a suggestion to have an outstanding student appear prior to the Board of Supervisors meetings each month to recognize their accomplishments; he asked if the County Administrator and the School Superintendent could meet to work on the criteria for the selection of the outstanding student recognition.

Supervisor Gantt then said he would like a meeting set up with the Town Council with an open agenda in order to allow anyone to discuss any topic pertinent to both governing bodies.

Supervisor Campbell thanked VDOT for installing the 25 mile per hour speed limit signs on Route 655; he said VDOT will also be installing "Child At Play" signs shortly.

In Re: Consent Agenda

On motion of Supervisor Jones and carried:

Aye: Howard M. Campbell
William G. Fore, Jr.
Don C. Gantt
Robert M. Jones
Charles W. McKay
Howard F. Simpson

Jim R. Wilck Mattie P. Wiley

the Board accepted the minutes from the meetings held September 14, 2010 at 3:00 p.m. and September 14, 2010 at 7:00 p.m.; Accounts and Claims; Salaries; and appropriations and budget amendments as follows:

FY 11

		<u>Debit</u>	<u>Credit</u>
3-100-24040-0003	VITA GIS Grant		\$ 55,849
4-100-94000-0025	Capital – GIS Grant	\$ 18,060	
4-100-93000-0100	To Fund Balance	\$ 37,789	
3-100-24040-0019	Tobacco Commission Grant/STEPS		\$145,848
4-100-94000-0027	STEPS – Tobacco Grant	\$ 72,167	
4-100-93000-0100	To Fund Balance	\$ 73,681	

3-100-24040-0020 4-100-94000-0028 4-100-93000-0100	VDOT Transportation Prospect Depot VDO To Fund Balance		\$ 23,479 \$ 21,521	\$ 45,000
3-100-24040-0070 4-100-94000-0024 4-100-93000-0100	Tobacco Commissior Cannery To Fund Balance	a AG Grant	\$259,486 \$ 90,514	\$350,000
3-135-41050-0135 4-135-10000-3150 4-135-10000-3160	From Fund Balance Legal Services Professional Services	FY 10	\$ 4,350 \$ 7,141	\$ 11,491
Walmart	BOA	RD OF SUPERVISORS Water & soft drinks		52.14
Business Card	COUN	TTY ADMINISTRATOR Postage Meals	33.24 40.34	73.58
Pitney Bowes Finance	ial Service	Postage meter lease		87.00
AT&T		Phone		285.82
CenturyLink		Phone		469.49
US Cellular		Phone		57.51
National Association	of Counties	FY11 Dues		404.00
Diamond Springs		Equipment rental & water		15.70
Walmart		Office supplies		35.44
Matthew Bender & C	Company, Inc.	VA Admin. Law Appendix		33.47
Thompson Publishing	•	Subscription		438.50
Business Data of Vir	ginia, Inc.	Norton update		34.95
	<u>COMM</u>	ISSIONER OF REVENUE		
Treasurer of Virginia		Online service		78.05
CenturyLink		Phone		206.82
Ntelos		Internet		20.46
Naisha N. Pridgen		Dues		25.00
James W. Elliott, Att	orney	TREASURER Ad & court costs	2.552.00	417.00
M&W Printers, Inc.		Postage for Real Estate bills	2,773.80	C CEO 20
Tues summer - CAT' '		Postage for Personal Property bill	s 3,884.40	6,658.20
Treasurer of Virginia		Online service		78.06
CenturyLink Pitney Bowes Finance	ial Carriage	Phone Equipment lease		227.78 993.00
University of Virgini		Meeting registrations		130.00
NACCTFO	u	Dues		60.00
Paymaster Technolog	riac	Ink cartridges		87.75
1 ayınasıcı 1 ecimolog	5100	ink carurages		01.13

Duainess Data of Visainia Inc	INFORMATION TECHNOLOGY Trougle suppresses		500.00
Business Data of Virginia, Inc.	Travel expenses		300.00
	<u>REGISTRAR</u>		
AT&T	Phone		64.89
CenturyLink	Phone		148.87
•			
	<u>CIRCUIT COURT</u>		
CenturyLink	Phone		158.83
	GENERAL DISTRICT COURT		
AT&T	Phone - J&D	201.89	
11161	Phone - Juv Prob	136.28	
	Phone - Gen Dist Court	145.32	483.49
CenturyLink	Phone - J&D	80.21	
	Phone - Juv Prob	112.98	
	Phone - Gen Dist Court	303.47	496.66
US Cellular	Phone		27.88
	SPECIAL MAGISTRATES		
AT&T	Phone		136.58
Treasurer of Virginia	Pager		29.41
CenturyLink	Phone		95.73
Virginia Magistrates Association	Dues		25.00
	CLERK OF THE CIRCUIT COURT		E0 E6
International Land Systems	Battery Phone		58.56
AT&T	Phone		121.30 271.73
CenturyLink Anthony J. Rhodes	Witness		271.73
Caskie Graphics, Inc.	File folders	455.66	27.00
Caskie Grapines, inc.	Legal file folders	455.66	911.32
	Legal the folders	433.00	911.52
	<u>LAW LIBRARY</u>		
CenturyLink	Phone		34.82
LexisNexis	Online service		34.82
Matthew Bender & Company, Inc.	Jury Instruction r#11W/FOD		220.52
AT&T	COMMONWEALTH'S ATTORNEY Phone		365.74
Kinex Networking Solutions	Internet		49.95
CenturyLink	Phone		261.10
CASC	Registration		50.00
LGA of Virginia, Inc.	Dues		320.00
Shred-It	Shredding service		42.00
omou it	Sincading bervice		12.00
	<u>SHERIFF</u>		
Wohlford's Radar	Repair radar unit	105.00	
CenturyLink	Calibrate radar	180.00	285.00
UPS	Shipping charges		21.40

A TO O TO	DI		1 000 01
AT&T	Phone		1,020.31
CenturyLink	Phone		51.41
US Cellular	Phone		548.02
Wesley Reed	Tolls	5.05	12.90
Larry Franklin	Meals	7.35	1407
C. 1. E. D. (1.1	Gas	7.00	14.35
Sirchie Finger Print Labs	Fingerprint supplies		207.22
Matthew Bender & Company, Inc.	Crime & Traffic Law		55.47
FARMVILLE V	OLUNTEER FIRE DEPARTMENT		
Atlantic Emergency	Annual inspection	10,315.87	
,	Air compressor	574.04	10,889.91
·	INTEER FIRE DEPARTMENT		24.00
Elecom, Inc.	Speaker mic replacements		84.00
VFIS	Commercial excess insurance	187.00	
	Package insurance	1,974.00	2,161.00
Dominion Virginia Power	Electric service		402.96
Laerdal Medical Corporation	First aid supplies		120.46
DD OGDECTE VO			
	DLUNTEER FIRE DEPARTMENT		11.61
Farmville Wholesale Electric	Photo eye-outdoor light		11.61
CenturyLink Town of Farmville	Phone		84.31
Town of Farmville	Fuel		436.87
DARLINGTON HEIGH	HTS VOLUNTEER FIRE DEPARTM	ENT	
Cyrus Pest Control Company	Exterminating service	<u> Livi</u>	45.00
Darlington Heights Volunteer Fire Department	Power washer	296.10	13.00
Darington Heights Volunteer I no Department	St. Corporation Comm. registration	25.00	
	Tool set	149.99	471.09
East End Motor Company, Inc.	Inspection		51.00
Ellington Energy Service	Diesel	409.60	
	Gas	424.40	834.00
Farmville Auto Parts	Brake tubing / coupling	4.88	
	Car wash concentrate	21.99	26.87
Farmville Wholesale Electric	Ballast & bulbs		144.80
Southside Electric Cooperative	Electric service		428.60
MEHERRIN VO	DLUNTEER FIRE DEPARTMENT		
W. S. Darley & Company	Tarp		251.14
Parker Oil Company, Inc.	Service fee	31.65	
	Gas	187.68	
	Diesel	835.75	1,055.08
Jack L Slagle Fire Equipment	Hoses (2)	874.52	
	Tile	258.68	
	Knee boots	120.75	1,253.95
US Cellular	Phone		155.25
Verizon	Phone		236.13
Dominion Virginia Power	Electric service		521.15
Virginia Maryland Rescue	Install equipment - new truck		1,312.50

Family Preservation Services	REGIONAL JAIL & DETENTION Electronic monitoring		120.00
	BUILDING OFFICIAL		
US Cellular	Phone		27.88
Coy Leatherwood	Meals	8.53	27.00
Coy Leather wood	Meeting registration	15.00	23.53
Business Card	Tradesman licenses	13.00	90.00
Business Data of Virginia, Inc.	Norton update		34.95
Business But of Virginia, me.	Trotton update		31.75
	ANIMAL CONTROL		
Dominion Virginia Power	Electric service		88.42
US Celllular	Phone		55.76
Business Card	Meals		41.60
Southern States	Flea & tick spray	19.99	
	Penicillin	6.99	26.98
Walmart	Food & litter		149.29
	BIOSOLIDS MONITORING		
US Cellular	Phone		28.13
	DEFINE DISPOSAL		
December International	REFUSE DISPOSAL	500.00	
Resource International	Miscellaneous work tasks	580.99	1.016.70
	Storm water compliance	435.80	1,016.79
Courth and Chatas	Groundwater monitoring	24,419.88	25,436.67
Southern States	Weed spray	48.59	
	Rake & oil primer	46.97	105.04
Linemada Samilaa Cantan	Work gloves Truck maintenance	9.48	105.04 547.10
Jimmy's Service Center			
Arena Trucking Company	Trash collection		414.00
Emanuel Tire of Virginia	Tire recycling		1,699.50
Southside Electric Cooperative	Darlington Heights site	105 47	55.09
Dominion Virginia Power	Leachate pump Scalehouse	125.47	
		52.93	
	Cell C pump station	16.84	
	Green Bay site Worsham site	47.75 35.02	
	Prospect site	58.48	
	Landfill site	26.71	363.20
AT&T	Phone	20.71	199.22
CenturyLink	Phone		211.64
US Cellular	Phone		28.38
Verizon	Phone		128.62
East End Motor Company, Inc.	Tire		264.81
East End whotor Company, Inc.	1110		40 1 .01
	GENERAL PROPERTIES		
OK Termite & Pest Control	Exterminating service		150.00
Southside Electric Cooperative	SRR lights		30.27
Dominion Virginia Power	Roy Clark monument	20.62	

	Class	25.61	
	Shop Showiff Donoutment shed	25.61 5.50	
	Sheriff Department shed Worsham Clerk Office	51.80	
		101.78	205.31
ConturyLink	Lights at Rice Phone	101.76	66.22
CenturyLink US Cellular	Phone		83.59
Business Card		66.51	65.39
Busiliess Card	Maintenance supplies Tool box	179.99	246.50
Diamond Springs	Equipment rental	179.99	8.95
Diamond Springs Price Supply Company, Inc.	Gaskets & breakers	11.75	0.93
Thee Supply Company, me.	Nut driver tool	43.02	54.77
Ranson's, Inc.	Computer cable	43.02	19.99
Southern States	Weed spray		129.26
Southern States	weed spray		127.20
	CANNERY		
Southside Electric Cooperative	Electric service		167.74
Business Card	Telephone		37.74
Walmart	Line jack		6.97
COMPRE	EHENSIVE SERVICES ACT		
Crossroads Services Board	Professional services	2,340.00	
	Foster care	130.00	2,470.00
Family Preservation Service	Professional services		1,058.75
Grafton School, Inc.	Professional services		9,466.00
Ronald & Sarah Harlan	Foster care		448.00
Letricia R. Logan	Foster care		355.20
Bonnie Mills	Foster care		896.00
Dekeace Morton	Foster care		310.80
Cynthia Randolph	Foster care		80.32
I'Shawn Smith	Foster care		644.00
	PLANNING		
Sally W. Gilfillan	Commission meeting		100.00
Donald B. Gilliam	Commission meeting	100.00	100.00
Donald B. Olmani	Mileage	20.00	120.00
Lee Edward Hicks, Jr.	Commission meeting	100.00	120.00
Lee Edward Theks, 31.	Mileage	11.50	111.50
Robert M. Jones	Commission meeting	100.00	111.50
Robert IVI. Jones	Mileage	5.00	105.00
Clifford Jack Leatherwood	Commission meeting	3.00	100.00
Robert Christopher Mason	Commission meeting	100.00	100.00
reserve emissopher ivassin	Mileage	9.00	109.00
John F. Townsend, III	Commission meeting	100.00	107.00
	Mileage	7.50	107.50
Jonathan Pickett	Mileage	,	279.30
Business Card	Postage		27.26
US Cellular	Phone		56.51
	= == × ** *		20.21

	ECONOMIC DEVELOPMENT		
Business Card	Marketing pieces	108.05	
Business Card	Postage	44.00	
	Meal	17.69	
	Calendar	12.59	182.33
US Cellular	Phone	12.00	27.88
Business Data of Virginia, Inc.	Printer / ink cartridges		260.70
2 ,	Č		
	<u>TOURISM</u>		
Dominion Virginia Power	Electric service		390.76
Business Card	Postage	133.07	
	Meeting registration	125.00	258.07
CenturyLink	Phone		187.18
Magi Van Eps	Meals		65.31
	CAPITAL PROJECTS		
Business Card	Electric hoist	329.84	
	Car rental	98.17	
	Airline ticket	229.80	
	Travel insurance	27.00	
	Tarp	299.99	984.80
Ronald Van Eps	Meals & lodging	314.45	
	Gas	13.50	
	Parking	15.00	342.95
CJMW Architecture	Architechtural work		1,750.00
	PIEDMONT COURT SERVICES		
Dominion Virginia Power	Electric service		290.20
AT&T	Phone		124.08
CenturyLink	Phone		198.19
Alyson Burke	Mileage		23.00
VCCJA	Registration fee		10.00
Hatcher Dining & Catering	Dinner meeting		326.00
	ADDENDUM BILL LIST		
	<u>LIABILITIES</u>		
Virginia Department of Taxation	State sales tax		3.49
virginia Department of Taxation	State sales ax		3.47
	BOARD OF SUPERVISORS		
Farmville Herald	Advertising		370.50
	COUNTY ADMINISTRATOR		
Key Office Supply	Typewriter maintenance contract		192.00
Moonstar BBS	Monthly service	16.67	
	DSL	95.00	111.67
Town of Farmville	Gas		34.39
Matthew Bender & Company, Inc.	VA Code 2010 RV1B	57.21	1000
	VA Advance Code Serv	63.71	120.92

<u>C</u>	OMMISSIONER OF REVENUE		
AT&T	Phone		57.79
Moonstar BBS	Monthly service		16.67
	THE ACLINED		
Iamas W. Elliott Attornov	TREASURER Court costs		360.00
James W. Elliott, Attorney Key Office Supply	Typewriter maintenance contracts	257.00	300.00
Key Office Suppry	Copier maintenance contract	1,275.00	
	Lex ribbons	20.98	
	File folders / post-it notes	13.55	1,566.53
Moonstar BBS	Monthly service	13.33	16.66
	inomially believe		10.00
	NFORMATION TECHNOLOGY		
Business Data of Virginia, Inc.	Travel expenses	125.00	
	Monthly contract	2,800.00	2,925.00
ComputerPlus Sales & Service	Maintenance contract		270.00
	GENERAL DISTRICT COURT		
Joyce K. Sexton	Mediation		712.50
toyee II. Beaton	Mediator		712.50
<u>CI</u>	LERK OF THE CIRCUIT COURT		
Kinex Networking Solutions	DSL		74.95
	<u>LAW LIBRARY</u>		
AT&T	Data line		34.05
LexisNexis	Online service		217.00
Matthew Bender & Company, Inc.	VA Code 2010 RV1B	57.21	00.60
	V Adm Law Appdx	33.47	90.68
CC	OMMONWEALTH'S ATTORNEY		
Key Office Supply	Repaired fax	81.31	
	Office supplies	90.78	
	Table	364.99	537.08
Edward A. Mann	Postage reimbursement		15.02
U. S. Postal Service	Box rent		55.00
Brian Butler	Mileage		30.00
VICTOR	WHENESS ASSISTANCE DROCKAM		
	I WITNESS ASSISTANCE PROGRAM Phone		75.55
CenturyLink NCVC	Dues		95.00
Farmville Printing	Program handouts		46.50
Tarmvine Timung	1 Togram Handouts		40.50
	<u>SHERIFF</u>		
VALEAC	Dues		100.00
Town of Farmville	Gas		3,963.48
	WOLLDWIEED EIDE SES LESS STORT		
· · · · · · · · · · · · · · · · · · ·	VOLUNTEER FIRE DEPARTMENT		(12.20
C. W. Williams	Pump repairs Credit	22.17	613.28
Parker Oil Company, Inc.	Creun	-23.17	

	Gas	642.23	
	Propane	475.60	
	Diesel	551.05	1,645.71
Dominion Virginia Power	Electric service		327.49
PROSPECT	VOLUNTEER FIRE DEPARTMENT		
Ayers Building & Supply Co.	Posts	69.60	
	Nails	38.00	107.60
Farmville Auto Parts	Wire connector		19.42
Fire & Safety Equipment Company	Recharge extinguisher		14.00
Goodman Truck & Tractor	Steering repair/service		2,213.85
Dominion Virginia Power	Electric service		303.60
DARLINGTON HE	IGHTS VOLUNTEER FIRE DEPARTM	MENT	
Darlington Heights			
Volunteer Fire Department	Parking lot gravel		1,406.00
Verizon	Phone		141.31
Watkins Insurance Agency	Package insurance	3,372.00	
<i>5</i> ,	Auto insurance	4,893.00	
	Umbrella insurance	750.00	
PAMPLIN '	VOLUNTEER FIRE DEPARTMENT		
Battery Barn of Virginia, Inc.	Batteries		64.40
Pamplin Volunteer Fire Department	Road pipes	333.59	
	Janitorial service	130.00	
	Insurance	1,266.00	
	Internet	24.95	
	Paper products	337.30	2,091.84
Verizon	Phone		52.03
Dominion Virginia Power	Electric service		386.15
MEHERRIN	VOLUNTEER FIRE DEPARTMENT		
Atlantic Emergency	Mounting brackets		282.00
Bank of Charlotte County	Loan payment		15,000.00
C. W. Williams	Tool boxes		677.93
Jack L. Slagle Fire Equipment	Hose		1,302.05
E	MERGENCY SERVICES		
Korman Signs	Signs & hardware		152.89
REG	IONAL JAIL & DETENTION		
Piedmont Regional Juvenile			
Detention Center	Juvenile detention		7,950.00
	BUILDING OFFICIAL		
East End Chevron	Oil change		26.90
Treasurer of Virginia	Levy on building permits		341.80
Key Office Supply	Ink cartridges		180.37
Town of Farmville	Gas		196.94

VACA	ANIMAL CONTROL Dues - Foster	30.00	
	Dues - Morris	30.00	60.00
Key Office Supply	Ink cartridges		70.57
Town of Farmville	Gas		362.04
N	IEDICAL EXAMINER		
Treasurer of Virginia	Coroner		20.00
Town of Farmville	OSOLIDS MONITORING Gas		225.09
Town of Farmivine	Gas		223.09
	REFUSE DISPOSAL		
Lowe's	Flood lamp		14.38
Moore Scale Service-Western Virginia	Serviced scales		591.00
Sherwin Williams Company	Paint		62.55
East End Chevron	Hydraulic oil		29.95
East End Motor Company, Inc.	Flat repair		25.00
Wright's Excavating	Landfill operation		42,187.50
STEPS, Inc.	Recycling fee		2,140.23
Southside Electric Cooperative	Virso site		76.89
Dominion Virginia Power	Rice site		34.44
AT&T	Phone		220.02
O. O. Stiff, Inc.	Monthly service		662.50
Town of Farmville	Gas		528.62
	ENTER A L PROPERTIES		
	ENERAL PROPERTIES		2 007 51
ThyssenKrupp Elevator	Service contract (Oct-Dec)	11 700 70	2,097.51
Dominion Virginia Power	Courthouse	11,788.52	
	Scope building	149.78	10.761.05
A Т. О. Т.	Ag building Phone	822.95	12,761.25
AT&T			34.04
CenturyLink	Line to hospital		7.97 100.00
O. O. Stiff, Inc. Aramark Uniform Services	Monthly service		334.64
Lowe's	Janitorial supplies Janitorial supplies	107.34	334.04
Lowes	Washers/bolts/nuts	20.21	
	Saw blades	32.65	
	Screws	49.52	
	Chainsaw oil	9.38	
	Drill bit / tape	70.94	
	Hose fittings / clamps	6.98	297.02
Wilco, Inc.	Janitorial supplies	0.70	1,111.10
East End Chevron	Ice		30.08
Farmville Auto Parts	Sharpie pens	2.95	30.00
	Belt	42.47	
	Stop leak / refrigerant	23.98	
	Brake pads	77.48	146.88
Farmville Wholesale Electric	Electrical wire	49.51	
	Switch / electrical box	40.19	89.70

Cintas Corporation #524	Uniform rental		567.01	
Sherwin Williams Company	Paint & brushes		85.26	
Town of Farmville	Gas		486.92	
Taylor-Forbes Equipment Compan	y Oil additive	20.69		
	Oil & filter	23.70	44.39	
	<u>CANNERY</u>			
C & L Machine & Welding	Repair mixer		31.95	
Farmville Auto Parts	Belt		21.84	
Lowe's	Fuses & pins	8.28	21.04	
Lowes	Pipe & valve	59.48		
	Elbows / valve / adapter	43.47	111.23	
AT&T	Phone	43.47	42.74	
	1.10110		, .	
	OMPREHENSIVE SERVICES ACT			
Bear Creek Academy	Professional service		6,090.00	
Centra Health	Professional service		19,131.00	
Dominion Youth Services	Professional service		1,786.38	
Helton House, Inc.	Professional service		5,364.00	
Treasurer of Bedford	Professional service		2,814.00	
Mable Shanaberger	Administrative fee		150.00	
	PLANNING			
Farmville Herald	Advertising		156.00	
Key Office Supply	File folders		51.18	
Key Office Supply	The loiders		31.10	
	TOURISM			
Moonstar BBS	DSL		45.00	
Key Office Supply	Legal pads / cartridge	26.98		
ney omee suppry	Legal binders	14.39	41.37	
CO	OOPERATIVE EXTENSION OFFICE			
CenturyLink	Phone		95.69	
	<u>CAPITAL PROJECTS</u>			
Flameless Specialities	Valves & couplings	346.17		
	Plumbing parts	73.03	419.20	
Harold W. Collins Clearing	Parking lot		21117.62	
	DEBT SERVICE			
Rural Development	Courthouse loan		16,626.00	
Rurar Development	Courthouse roan		10,020.00	
PUBLIC/PRIVATE EDUCATION ACT FUND				
Wiley & Wilson	PPEA Assistance		1,500.00	
	SEWER FUND			
Dominion Virginia Power	Sewer pump		32.72	

RETIREMENT BENEFIT FUND

Vicki K. Johns	Retiree benefit		1,038.00		
Anthem BCBS	Retiree health insurance		1,020.00		
<u>PIEDN</u>	MONT COURT SERVICES				
Dominion Virginia Power	Electric service		39.50		
Pitney Bowes Financial Services	Postage meter lease	202			
	Tax on postage meter	37.97	239.97		
Sheena Franklin	Mileage		128.75		
Sharon Gray	Mileage		18.00		
Connie Stimpson	Mileage		36.85		
Chad Lipscomb	Mileage		33.00		
Renee T. Maxey	Mileage		128.00		
Andy Mays	Mileage		54.00		
Cadance Reed	Mileage		56.50		
Sam's Club	Membership renewal		35.00		
PCS SUPERVISION FEES EXPENDITURES					
SRP Corporation, LLC	Rent		2,383.00		
Page Hardy	Cleaning service		210.00		
PIEDMONT COURT SERVICES FUND					

In Re: Highway Matters

Alere Toxicology Services, Inc.

Chairman Fore stated a representative will no longer attend every Board meeting but will be present quarterly.

Drug testing

19.48

Supervisor McKay made a motion to request a "Slow Moving Vehicle" sign be placed on Route 604 near Route 665 west-bound and near Route 771 east-bound, and that a resolution be drafted to present to VDOT; the motion carried:

Aye: Howard M. Campbell
William G. Fore, Jr.
Don C. Gantt
Robert M. Jones
Charles W. McKay
Howard F. Simpson
Jim R. Wilck
Mattie P. Wiley

Supervisor Campbell said VDOT began paving Route 751 today (October 12).

Supervisor Wilck asked how the County may reapply for the "excess billion dollars" and if Prince Edward County has any chance of getting part of it. Mr. Bartlett stated part of those funds have been set

aside all along and are committed to projects. He said some of the funding is for projects that were started this summer but whatever was not spent by June 30, 2010, was carried over to FY11. He said Ms. Mayfield is looking into the balance of the funds not previously allocated to projects.

Supervisor Jones said he has received word from citizens concerning speeding on Route 744; he asked if Ms. Mayfield can look into this matter. The road had been a dirt road but is now paved. Mr. Bartlett said a traffic study would need to be done.

Supervisor Jones made a motion to request VDOT conduct a traffic study for a speed limit reduction on Route 744. The motion carried:

Nay: None

Aye: Howard M. Campbell

William G. Fore, Jr. Don C. Gantt Robert M. Jones Charles W. McKay Howard F. Simpson Jim R. Wilck Mattie P. Wiley

In Re: Tangible Personal Property Filing Date

Chairman Fore said the Commissioner of the Revenue has requested the Board consider amending Section 70-1 of the *County Code* to change the deadline for filing the annual returns of taxable tangible personal property, machinery and tools and merchant's capital from May 1 to March 1.

Supervisor McKay made a motion to authorize a public hearing for the November 2010 Board meeting amending Section 70-1 of the *County Code* to change the deadline for filing the annual returns of taxable tangible personal property, machinery and tools and merchant's capital from May 1 to March 1.

Supervisor Gantt said the County web site presents the Machinery and Tools tax at \$4.20 per hundred which is incorrect. He said he found while researching this issue that the County takes in \$38,000 per year with the Machinery and Tools tax; he spoke with two well drillers who are considering selling their machines, and a few excavators are parking their machines and going elsewhere to work. He then said he looked at the budget and there appears to be a \$200,000 to \$300,000 surplus at the end of this year; and asked if the County can do away with the Machinery and Tools tax.

Discussion followed. Mr. Bartlett said if the Board does make a decision now, it would inform those businesses of the Board's intent, and the change can be made during the budget process for next year.

Supervisor Gantt then suggested setting the Machinery and Tools tax at \$0.00, and expressed his concern that the businesses would park their machines and take jobs elsewhere. Discussion followed.

Supervisor Jones called for the question; Supervisor McKay restated his motion to authorize a public hearing for the amendment of Section 70-1 of the *County Code* to change the deadline for filing the annual returns of taxable tangible personal property, machinery and tools and merchant's capital from May 1 to March 1. The motion carried:

Aye: Howard M. Campbell William G. Fore, Jr.

Don C. Gantt Robert M. Jones Charles W. McKay Howard F. Simpson Jim R. Wilck Mattie P. Wiley

Supervisor Gantt made a motion to be effective January 1, 2011, the Machinery and Tools tax will be amended from \$4.20 to \$0.00; the motion carried:

Aye: Howard M. Campbell

William G. Fore, Jr. Don C. Gantt Robert M. Jones Charles W. McKay Howard F. Simpson Jim R. Wilck Nay: Mattie P. Wiley

Nay: None

In Re: Signage Request from Tri-Boro Shelving and Partition

Mr. Pickett said Tri-Boro Shelving and Partition has requested permission to install new signage on its property in the County's business park. Permission is requested for two free standing 4' x 8' signs, as well as two wall-mounted signs for the exterior of the building. Mr. Pickett said the business park covenants state signage must be reviewed by the Planning Commission and then approved by the Board of Supervisors. The Planning Commission reviewed the request on September 21, 2010 and voted unanimously to recommend approval to the Board.

Supervisor Jones made a motion to approve the request from Tri-Boro Shelving and Partition to install new signage on its property in the County's business park; the motion carried:

Aye: Howard M. Campbell

William G. Fore, Jr.

Don C. Gantt Robert M. Jones Charles W. McKay Howard F. Simpson

Jim R. Wilck Mattie P. Wiley

In Re: Public Hearing – Special Use Request of David Simpson to Operate a Bakery

Chairman Fore announced this was the date and time scheduled for a public hearing on the request

Nay: None

of David Simpson to operate a retail bakery in a portion of the existing "Simpson Insurance Services"

building located at 46 Simpson Road, Prospect, and further described as tax map parcel 21-A-9B. Notice

of this hearing was advertised according to law in the September 24, 2010 and October 1, 2010 editions of

THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

Mr. Jonathan Pickett, Director of Planning and Community Development, said the proposed

bakery would take up approximately 2,000 square feet of the building and would be actually operated by

Mennonites. The Planning Commission held a public hearing on September 21, 2010 and received no

public comment; following the hearing, the Planning Commission voted unanimously to recommend

approval of the request of the Board. He added this is a low intensity use which should have no effects on

neighboring properties.

Chairman Fore opened the public hearing.

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

Supervisor Wilck made a motion to approve the a request of David Simpson to operate a retail

Nay: None

bakery in a portion of the existing "Simpson Insurance Services" building located at 46 Simpson Road,

Prospect; the motion carried:

Aye: Howard M. Campbell

William G. Fore, Jr.

Don C. Gantt

Robert M. Jones Charles W. McKay

Charles W. McKay Howard F. Simpson

Jim R. Wilck

Mattie P. Wiley

16

31

In Re: Water Project Update

Mr. Bartlett said comments have been received from the Health Department regarding the PER, and a meeting was held with Crewe Town Council; they are reviewing the financial analysis, and a final analysis will be done after their comments are received. The Town Manager requested a meeting on November 8. Mr. Bartlett said meetings still need to be scheduled with Hampden Sydney and Burkeville. A meeting was held with DCR, and they would allow portions of the High Bridge Trail to be closed during the winter for construction which will help decrease costs, and will make it a bit quicker to put in the water line if that option is chosen. He added a Memorandum of Understanding needs to be developed.

Mr. Bartlett said specific questions were asked by the Board concerning various routes, specifically regarding a water line to the fire station in Rice. Also, they continued to look at Route 460, and the costs are coming down. The cost of the easements is unknown and is not included in the price at this time. He said VDOT would like to see any "stubs" to serve the north side of the highway put in during the initial construction to eliminate the need to further disturb the easements. He said it still appears that the High Bridge Trail option would be the best option; he said the extension to the fire house in Rice would cost \$137,000.

Mr. Bartlett then reviewed maps showing the proposed routes; he said Option 1A depicted the Route 460 Alignment and Option 4A, the VA Power Easement and High Bridge Trail; he noted that Option 4A does not serve much of Route 460. He said Draper Aden is still revising and refining the costs of the distribution lines; discussions are on-going with the Town of Crewe, as they have to weigh their options between the cost of being a partner or customer or the costs of working on their dam and their water plant updates. Mr. Bartlett added that DCR would like work to be done during the winter months as there is less traffic.

Supervisor Simpson asked if the lines are run to Route 460 and a development comes in, could the County require the developer to pay part of the cost of putting in the water lines. Mr. Bartlett said depending on what type of development it is, residential developers normally put in the extension to serve the residences, and industrial developers usually pay a portion or the entire cost of putting in additional lines, dependent upon what the locality wishes to give the industry. He said many of the routes being reviewed cross private property; state code requires notification be sent to the property owners requesting

access to the property, for a site survey to walk the site. Mr. Bartlett requested the Board authorize the County Administrator send notices of access to any property owners whose land may be crossed by the proposed water line routes.

Supervisor Simpson made a motion to authorize the County Administrator to mail notices of access as required in accordance with Virginia State Code.

Supervisor Wiley asked that a notice also be posted in The Farmville Herald.

Mr. Bartlett asked if the notice of access is to be sent via certified mail. Mr. Ennis said that it is.

Nay: None

Chairman Fore restated Supervisor Simpson's motion to authorize the County Administrator to mail notices of access as required in accordance with Virginia State Code. The motion carried:

Aye: Howard M. Campbell

William G. Fore, Jr. Don C. Gantt Robert M. Jones Charles W. McKay Howard F. Simpson Jim P. Wilch

Jim R. Wilck Mattie P. Wiley

In Re: Expansion of Cannery for Low-Acid Food Preservation

Mr. Bartlett reported that the second phase of the Southern Piedmont Local Food Supply and Commercial Cannery project includes the upgrade of the cannery to process Low-Acid foods. He said using freezing techniques to preserve low-acid foods has been determined to be the most economical method of processing these foods for commercial distribution, based upon the inspections and regulatory registration processes conducted during the initial preparations of the cannery for the commercial processing of acidified foods.

Mr. Bartlett said a partnership with the Agricultural Research Station at Virginia State University (ARS/VSU) has identified Edamame as a primary low-acid food crop which could be well served by food preservation freezing equipment in the Prince Edward Cannery. This equipment would also be very valuable toward creating new agricultural entrepreneurial activity within the region as it would make the post-season distribution of low-acid foods an option for growers. Restaurants, institutions and distributors can purchase low acid foods that are processed using freezing as the preservation method.

Mr. Bartlett then said the Tobacco Commission Agribusiness grant is a possible source of funding toward the purchase of equipment for freezing, packaging and storing foods, construction of an addition to the Cannery for housing the low-acid food processing equipment, commercial labeling equipment, expansion of Edamame grower participation to 4 acres in Prince Edward County in 2011, installation of accessibility ramps for loading and ADA compliance, and restroom renovation for ADA compliance. ARS/VSU is interested in working cooperatively with Prince Edward County through a grant award to utilize the freezing equipment and provide technical guidance to the Edamame growers. The deadline for the grant application is November 1. The grant requires an unspecified match; the County's match would be funds that have already been budgeted to operate the Cannery, the position of the Commercial Cannery Assistant and the value of the building and property as an in-kind match.

Supervisor Wiley made a motion to authorize the County Administrator to prepare a grant application to the Tobacco Commission Agribusiness Grant Program and to sign and submit the grant application by November 1, and to authorize the County Administrator to prepare a Memorandum of Understanding with the Agriculture Research Station at VSU concerning the cooperative use of the freezing equipment for the Edamame project and to establish a partnership for ARS/VSU to provide technical guidance to growers in Prince Edward County wishing to participate in the Edamame project, in the event the grant is awarded; the motion carried:

Nay: None

Aye: Howard M. Campbell
William G. Fore, Jr.
Don C. Gantt
Robert M. Jones
Charles W. McKay
Howard F. Simpson
Jim R. Wilck

Mattie P. Wiley

Chairman Fore asked if the freezing equipment will require a lot of space; Mr. Bartlett said it will, and part of the grant funding would provide for an expansion of the Cannery not only to freeze the food, but also the packaging. It is their intent to allow local growers to sell product to the schools and the jail system.

In Re: Request from Moton Museum

Mr. Bartlett stated the County has received a request from the Moton Museum to serve as the Project Sponsor for a VDOT Enhancement Grant in the amount of \$176,000. These funds would be used to complete an existing VDOT Grant – the parking lot and bus pull-off previously approved by the Enhancement Grant Program, but lacking sufficient funding for completion.

Mr. Bartlett said the museum requests the County serve as the Project Sponsor for the grant and provide a resolution of support from the Board of Supervisors; the County serve as the Fiduciary Agent for the Grant; and the Board request the Commonwealth Regional Council (CRC) to assist the Museum with grant preparation.

Mr. Bartlett stated the Museum plans to request the required match (\$44,000) from the Tobacco Commission's Reserve Fund program and not the annual allocation allotted to Prince Edward County. The Museum will pay any cost charged by the CRC for their assistance.

Mr. Bartlett said should the Board wish to approve the request, it may want to consider approving the resolution contingent upon the following:

- If the grant is awarded, the Tobacco Commission or other non-county funds must be certified by
 VDOT as the required grant match prior to the County executing a grant agreement with VDOT;
- o the Museum must execute an agreement with the CRC agreeing to pay all costs for grant preparation and management.

Mr. Bartlett added staff has no recommendation for how to mitigate VDOT's requirement that "the County of Prince Edward will be responsible for maintenance, upkeep and operating costs of any facility constructed with Enhancement Program funds." He said this may affect this property and Prospect Depot; clarification is being sought. Mr. Bartlett said a Memorandum of Understanding could be drafted wherein the Moton Museum would agree to operate and maintain its building.

Mr. Lacy Ward, Jr., Director of the Robert Russa Moton. Museum, said there are two checkpoints, one is on the application, and the other is at the time when the Board decided whether or not to receive funds; if not approved by that time, the County could decline the grant and the County would not be obligated. But the Board could allow the application and let the project move forward at this time. He then cited the case in Newport News with the Mariner's Museum.

Supervisor Gantt made a motion to approve the Project Endorsement Resolution contingent upon approval by VDOT.

Further discussion followed on the need for a Memorandum of Understanding.

Chairman Fore asked for the deadline for the grant; Mr. Ward stated the deadline is December 1; the Commonwealth Regional Council (CRC) is the grant-writer and is not certain how quickly they will be able to respond.

Supervisor Gantt restated his motion to pass the Transportation Enhancement Grant Program Project Endorsement Resolution subject to approval by VDOT and Robert Russa Moton Museum providing a Memorandum of Understanding that the Moton Museum is aware of the process of the Enhancement Grant; the motion carried:

Aye: Howard M. Campbell

William G. Fore, Jr. Don C. Gantt Robert M. Jones Charles W. McKay Howard F. Simpson Jim R. Wilck

Jim R. Wilck Mattie P. Wiley

In Re: Request from Moton Museum; Appointment to Moton Board

Chairman Fore said the Moton Museum has invited the Board of Supervisors to make an appointment to its Board of Directors. Supervisor Howard Simpson currently serves on the Moton Board and has expressed his willingness to continue to serve, at the pleasure of the Board.

Supervisor Wilck made a motion to reappoint Supervisor Simpson to the Moton Museum Board of Directors. The motion carried:

Aye: Howard M. Campbell

William G. Fore, Jr. Don C. Gantt Robert M. Jones Charles W. McKay Howard F. Simpson

Jim R. Wilck Mattie P. Wiley Nay: None

Nay: None

In Re: Request from Mathews County

Chairman Fore stated that Mathews County is requesting that the County of Prince Edward

consider adopting and distributing a resolution regarding reducing K-12 educational mandates.

Supervisor Gantt said he presented the draft resolution to several teachers who found the

resolution to be vague; he said it is intentionally vague. He requested a meeting with Dr. Smith,

Superintendent, prior to action on this issue.

Supervisor Gantt made a motion to table the request for a resolution of support regarding reducing

Nay: None

K-12 educational mandates. The motion carried:

Aye: Howa

Howard M. Campbell

William G. Fore, Jr.

Don C. Gantt

Robert M. Jones

Charles W. McKay

Howard F. Simpson

Jim R. Wilck

Mattie P. Wiley

In Re: County Administrator's Report

Mr. Bartlett reported the Courthouse roof has several leaks that have been ongoing; most of the

work on the roof has been done in-house with the exception of the atrium roof. He said the roof would leak

only when there was heavy rain but now it leaks even during light rain. He added that he could find

funding for the repair within the existing budget.

Supervisor Wilck made a motion to authorize the County Administrator to seek estimates on the

repair of the Courthouse roof.

Supervisor Simpson asked if anyone has looked at the roof previously. Mrs. Sarah Puckett,

Assistant County Administrator, said Mr. Ron Van Eps had three roofers look at the roof; the work may

involve removal of the shingles.

Supervisor Simpson then asked if anyone has worked on the roof. Mrs. Puckett said the flat part

of the roof had been under warranty and had work done on it, although nothing has been done to the atrium

roof.

Mr. Bartlett added the problem in Social Services is seepage through the brick; that work can be

sealed by County staff.

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Discussion followed on the length of time the roof has leaked.

Chairman Fore restated Supervisor Wilck's motion to authorize the County Administrator to seek estimates on the repair of the Courthouse roof, and to request inclusion of a warranty on the roof, to be determined by the County Administrator; the motion carried:

Nay: None

Aye: Howard M. Campbell

William G. Fore, Jr. Don C. Gantt Robert M. Jones Charles W. McKay Howard F. Simpson

Jim R. Wilck Mattie P. Wiley

Supervisor Gantt asked for a total on the delinquent tax; Mr. Bartlett stated the total Real Estate Tax, including penalties and interest, is approximately \$1,420,000; the Personal Property tax, including the penalty and interest, is approximately \$1,200,000. He said it goes back 20 years on Real Estate and five years on Personal Property.

Mrs. Shanaberger, Treasurer, stated the amount collected between July 1 through October 9 has been: Real Estate, \$75,023.37, with a penalty of \$7,401.12, and interest of \$10,142.52; and Personal Property Tax, \$95,542.41, with a penalty of \$12,497.07, and interest of \$9,444.11. She said the 2010 Real Estate tax and Personal Property tax bills will be mailed out within the following week, and those bills will show the delinquencies.

Mrs. Shanaberger said one way to collect the delinquent taxes is to determine where someone works and do a tax lien through the paycheck. She said they try not to take the entire paycheck. She then said a real estate land sale will be held on Tuesday, October 26, 2010 at 12:00 noon on the Courthouse steps. Twelve parcels will be sold; the listing of the properties is in the Treasurer's office for review.

Supervisor Gantt requested the appointment of Board members to meet with the Treasurer and the Commissioner of the Revenue to explore opportunities to collect the delinquent taxes. Mrs. Shanaberger stated the collection of taxes must be in line with the Code of Virginia; she said the state tax refund may be taken in addition to the tax liens and judicial tax sales. They will also be starting "DMV stops."

Supervisor Wilck asked how long taxes go unpaid before a property is sold. Mrs. Shanaberger said a period of three years. Further discussion followed.

Chairman Fore said there are options; the County could cause the delinquencies to be published but he would rather the County not do that. He then appointed Supervisor Gantt, as Chairman; Supervisor

Campbell, Supervisor Wilck, and Mrs. Shanaberger to the Tax Collection Committee to review the options

available for tax collection efforts.

In Re: Community Focus Group

Mr. Bartlett said that on October 21, 2010 from 12:20 to 1:30 p.m., the Prince Edward County

School Superintendent, Dr. Smith, wishes to develop a Community Focus Group for the turn-around of the

high school, and requested a member of the Board of Supervisors participate.

Supervisor Gantt made a motion to appoint Supervisor Wilck to the Community Focus Group; the

Nay: None

motion carried:

Aye: Howard M. Campbell

William G. Fore, Jr.

Don C. Gantt

Robert M. Jones

Charles W. McKay

Howard F. Simpson

Jim R. Wilck

Mattie P. Wiley

In Re: Joint Meeting with Prince Edward County School Board

Mr. Bartlett said he spoke with Dr. Smith, Superintendent of Schools to determine a time for the

meeting with the Board of Supervisors.

After some discussion, the consensus of the Board is to hold the meeting on November 2, at 6:00

p.m.

In Re: Motor Vehicle License Tax Collection Agreement with Town

Mr. Bartlett said to alleviate the need for vehicle decals, the Town of Farmville has rescinded its

Motor Vehicle License Tax. By this action, the County's motor vehicle license tax will now be applied to

all town residents. To enable the Town to continue to receive this revenue stream, the County will need to

agree to enter into a revenue reimbursement agreement, whereby the County assesses, collects and

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reimburses the Town for 65% of the actual taxes collected from town residents. The County will retain the remaining 35%.

Mr. Bartlett said the County Attorney and the Town Manager have reviewed the draft agreement; the agreement, if approved, will remain in force unless either the Town or County terminate the agreement which has to occur not later than July 1 of each year, which would then allow the Commissioner of Revenue to make the necessary changes to the Personal Property book.

Supervisor Jones made a motion to enter into the Motor Vehicle License Tax Agreement Between the County of Prince Edward and the Town of Farmville; the motion carried:

Nay: None

Aye: Howard M. Campbell

William G. Fore, Jr. Don C. Gantt Robert M. Jones Charles W. McKay Howard F. Simpson Jim R. Wilck Mattie P. Wiley

MOTOR VEHICLE LICENSE TAX AGREEMENT BETWEEN COUNTY OF PRINCE EDWARD, VIRGINIA AND TOWN OF FARMVILLE, VIRGINIA

THIS AGREEMENT is made this 12th day of October, 2010, by and between the COUNTY OF PRINCE EDWARD, VIRGINIA, hereinafter referred to as "the County", party of the first part, and the TOWN OF FARMVILLE, VIRGINIA, hereinafter referred to as the "Town", party of the second part.

WHEREAS, the Town Council desires to relieve the citizens of the Town from the burden of placing the decals on their vehicles to prove payment of the subject Tax; and

WHEREAS, the Town desires to continue collecting revenues from this revenue source; and

WHEREAS, the subject tax can be printed on the personal property tax tickets, and

WHEREAS, the Town does not currently have a personal property tax and thus does not mail personal property tax tickets to its residents; and

WHEREAS, the Town Council has eliminated the Town Motor Vehicle License Tax and such elimination has caused the County's Motor Vehicle License Tax Ordinance to be enforceable within the Town; and

WHEREAS, the Board of Supervisors desires to assist the Town and its residents in this matter.

WHEREAS, upon a review of the Town and County Motor Vehicle License Tax rates it was determined the Town's rates were 75% of the County's rate; and

WHEREAS, the Board of Supervisors agrees to reimburse the Town a portion of the taxes collected from Town taxpayers; and

WHEREAS, in consideration of the work performed by employees working in the County Courthouse in support of Town operations and the assistance they provide Town residents, the Town Council desires to pay an administrative fee in the amount of 10% of the taxes collected; and

WHEREAS, the Town and County wish to enter into an agreement to relieve Town citizens of the burden of placing decals on their vehicles and at the same time allow the Town to collect revenues from this tax;

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

- Sec 1. Upon execution of this agreement by the Town and the County, the County will assess and collect the County Motor Vehicle License Tax on all Town residents.
- Sec 2. The county will remit to the Town 65% of the actual amount of the tax collected from town residents. This amount represents the amount the Town would normally collect after deducting the 10% administrative fee.
- Sec 3. The County shall remit payment to the Town on a quarterly basis.
- Sec 4. This agreement will remain in full force and effect and shall automatically renew annually unless notice of the intent to terminate is received not later than July 1 of each year. Said written notice to the County shall be sent to the County Administrator's office at 111 South Street, Farmville, VA and to Town at Town Manager's office at 116 N. Main Street, Farmville, VA.

WITNESS the following signatures and seals.

	BOARD OF SUPERVISORS OF THE COUNTY OF PRINCE EDWARD, VIRGINIA
ATTEST:	Chairman, Board of Supervisors
Clerk	
	TOWN OF FARMVILLE
ATTEST:	Mayor, Town of Farmville
Clerk	

In Re: Health Insurance

Mr. Bartlett said over the years he heard comments concerning the County's benefit package, specifically the health insurance for dependents. Our rate is high; for adding one family member, it's a little more than \$400 per month; the family plan is now a little more than \$800 per month. Many employees cannot afford that. He said he conducted a five-question survey; two questions dealt with the

family plan. He said 55 responses were returned from the 110 that were distributed; 67% of the

respondents stated the current family premium is too high or not applicable, and in that instance, some

commented that they did not take the family insurance because the employee cannot afford it.

Additionally, 60% responded that their ability to pay the premium was either very bad or poor. The

remainder of the benefit package, the majority (approximately 80%) rated as either excellent or good.

Mr. Bartlett said the County is currently with Anthem and the Local Choice program. He said

there isn't an ability to modify the agreement, and there are five plans available. The plan is designed

between VACo, VML and Anthem.

Mr. Bartlett requested outside assistance in researching alternative plans. He said he does not

advocate switching from Anthem, which is by far the best provider in this area. He said Anthem has nearly

100 different plans and they're also willing to customize a plan for a client. There may be a way to make

changes to the current plan and provide a cheaper alternative to family and dependents, and also may save

the County some money. He then discussed the difference between an Agent of Record and a consultant.

Discussion followed.

Supervisor McKay made a motion to authorize the County Administrator to engage outside

Nay: None

assistance in researching alternative plans; the motion carried:

Aye:

Howard M. Campbell

William G. Fore, Jr. Don C. Gantt

Robert M. Jones Charles W. McKay

Howard F. Simpson

Jim R. Wilck

Mattie P. Wiley

In Re: Animal Warden's Report

Mr. Ray Foster, Animal Warden, submitted a report for the month of September 2010, 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 September 2010,

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

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In Re: Cannery

Mrs. Lena Huddleston, Cannery Manager, submitted a report for the month of September 2010, which was reviewed and ordered to be filed with the Board papers.

In Re: Financial Report from Prince Edward County Schools

Mr. K. David Smith, School Superintendent, submitted a financial summary report for the month of September 2010, which was reviewed and ordered to be filed with the Board papers.

Nay: None

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

Aye: Howard M. Campbell

William G. Fore, Jr. Don C. Gantt Robert M. Jones Charles W. McKay Howard F. Simpson Jim R. Wilck

Jim R. Wilck Mattie P. Wiley

the meeting was adjourned at 8:37 p.m.



County of Prince Edward Board of Supervisors Agenda Summary

6 TIME (2)			Agenda Summary
1754			
Meeting Date:	November 16, 2010		
Item No.:	5-c		
Department:	County Administration		
Staff Contact:	Barbara Poulston		
Issue:	Consent Agenda - Review	w of Accounts & Claims	
Summary: The	e bill list for October 2010 is at	tached for your review.	
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Attachments:	Bill List		
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Recommendation	: None.		
Matina	0	_	_
Motion Second	Jones	_ McKay	Gantt Simpson
	Wilck	Wiley) princepage Assample

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AFTER CHECKS PAGE 1	AMOUNT	* * * * * * 0 0 0 * 7 7 7		000000	4 10.10 4 6 6 6 7 8 6 6 7 8 6 9 8 6 9 8 6 9 9 9 9 9 9 9 9 9 9 9 9		38.29	ப் ∞ ஸ் ஸ் ்		347.94 *	.05 .50 .46	315.01 * 24.94
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AP375H 11/02/2010 FUND # - 10	MAJOR# ACCT#	5230	5510	5530	5810	6001	6003	6008	6000 6000	6010	6011

AFTER CHECKS PAGE 7	AMOUNT 48.50- 63.46- 62.99 56.49 10.99 57.98	423.56 *	57.21 * 189.00 * 189.00 * 14,976.09 *		4 4 4 G T T T R T T T		51.45 86.65 372.76 347.17 262.00 5.93 333.75 19.79	1,485.00 * 45.00 314.62 460.20 114.99 12.00-13.393.37 134.54	3,039.72 * 17.38 79.95
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.0 11/02/2010	DESCRIPTION SHOES SHOES SHOES SHOES HANDCUFF CASE SHIRT GARTERS BADGE	VA CODE 2010 RVIB	DRYGAS		UNEMPLOYMENT		RECHARGE EXTINGUISHR PHONE PROPANE FUEL NOZZLE ELECTRIC SERVICE ELECTRIC SERVICE ELECTRIC SERVICE ELECTRIC SERVICE	EXTERMINATING SERVIC PROPANE PROPANE BATTERY CORE EXTERMINATING SERVIC ELECTRIC SERVICE PHONE	PHONE FLARES
PRINCE EDWARD OF INVOICES FOR 10/22/2010	141936 141937 142105 142106 142256 142596 142871	7496338	0555 SHERIF1010		09302010		30277 574 9911 1010 885729 805 PROSPCT1010 8821 6120897506 1010 7600812502 1010 7020850009 1010 8898799252 1010	DHVFD 1010 51484 51498 42828 42870 DHVFD 1010 38156 001 1010 248 6805 1010	248 6690 1010 30434
GENERAL FUND	VENDOR VENDOR NUMBER 28592 SOUTHERN POLICE EQUIP CO	Books & Subscriptions 22210 MATTHEW BENDER & CO INC	Byrne JAG Grant 1894 BUSINESS CARD	IFF - COURTS	Unemployment Insurance 31658 VA EMPLOYMENT COMMISSION	VOLUNTEER FIRE DEPARTMENT	Payment to Prospect VFD 15656 FIRE & SAFETY EQUIP CO 21319 CENTURYLINK 25247 PARKER OIL COMPANY INC 29332 TOWN OF FARMVILLE 31359 VEST'S SALE & SERVICE INC 31844 DOMINION VA POWER 31844 DOMINION VA POWER 31846 DOMINION VA POWER 31846 DOMINION VA POWER	Payment to Darlington VFD 12996 CYRUS PEST CONTROL CO 14700 ELLINGTON ENERGY SERVICE 14700 ELLINGTON ENERGY SERVICE 15150 FARMVILLE AUTO PARTS 15150 FARMVILLE AUTO PARTS 21806 LONG'S TERMITE/PEST CNTRL 28640 SOUTHSIDE ELECTRIC COOP 31335 VERIZON	Payment to Pamplin VFD 10105 AT&T 15656 FIRE & SAFETY EQUIP CO
AP375H 11/02/2010 FUND # - 100 G	MAJOR# VEN ACCT# NUM 28 28 28 28 28 28	6012	6017	031201 SHERIFF	2600	032200 VOLU	7003 15 21 22 25 29 31 31 31	7004 122 123 133 133	7006 10

AFTER CHECKS PAGE 8	AMOUNT 1,262.00 79.95 25.00 16,650.00 263.43 325.06 51.31 210.37	ACCOUNT TOTAL 18,994.18 * 213.15 701.22 68.78 129.15 185.85 149.95 53.14 282.03 25.30 62.81	TOTAL 5,0		295.00 INT TOTAL 295.00 *		3,182.30 3,182.30 * FOR TOTAL 3,182.30 **		27.88	TOTAL 27	TOTAL 7.6
		ACCOL	ACCOUNT MAJOR		ACCOUNT		ACCOUNT			ACCOUNT	ACCOUNT
11/02/2010	DESCRIPTION INSURANCE FLARES ST CORPORATION FEES DEMOLITION OF BLDG FUEL TRUCK MAINTENANCE PHONE ELECTRIC SERVICE ELECTRIC SERVICE	GAS DIESEL MULTI-PURPOSE HOOK FIREFIGHTING FOAM EXTINGUISHER PHONE PHONE ELECTRIC SERVICE ELECTRIC SERVICE ELECTRIC SERVICE	INSURANCE		SYSTEM MAINTENANCE		INMATE PER DIEM		PHONE	MEAL	
PRINCE EDWARD INVOICES FOR 10/22/2010	INV# REIMB 1010 REIMB 1010 REIMB 1010 REIMB 1010 REIMB 1010 248 6690 1010 4743517221 1010 6280980001 1010	90000000000000000000000000000000000000	24349		133843		1125		816442183 1010	EXPENSES 1010	
CENERAL FUND	VENDOR NAME PAMPLIN VOL FIRE DEPT DOMINION VA POWER	to Meherz DIL CO INC DIL CO INC JACK L FIRE JACK L FIRE JACK L FIRE JACK L FIRE JACK L FIRE JACK L FIRE JACK L VA POWER	WATKINS INSURANCE AGENCY	Y SERVICES	Professional Service E-91 TIMMONS GROUP	JAIL & DETENTION	Piedmont Regional Jail-Pe PIEDMONT REGIONAL JAIL	OFFICIAL	Telecommunications US CELLULAR	Travel-Subsistence & Lodg LEATHERWOOD COY	Travel-Convention & Educa
00	VENDOR NUMBER 25200 25200 25200 25200 25200 31335 31846	50 50 80 80 0 0 0 0 1 1 1 1 1 1 1 1 1 1 1 1	32146	EMERGENCY	29280	REGIONAL	25380	BUILDING	30439	21498	
AP375H 11/02/2010 FUND # - 1	MAJOR# ACCT#	7007		032500	3160	033200	7001	034100	5230	5530	5540

AFTER CHECKS PAGE 9	AMOUNT	15.99 PAL 15.99		r	10 4	PAL 49			26		1,1	2 9 5 5 5 5			
		ACCOUNT TOTAL			ACCOUNT TOTAL		ACCOUNT TOTAL	ACCOUNT TOTAL		ACCOUNT TOTAL	ACCOUNT TOTAL MAJOR TOTAL		ACCOUNT	ACCOUNT TOTAL MAJOR TOTAL	
11/02/2010	DESCRIPTION	LAMINATING POUCHES		THEMPLOYMENT	VET SERVICE	ELECTRIC SERVICE	PHONE PHONE	IMMUNIZATIONS AMMUNITION MEMORY CARD RETURN	LITTER/FOOD/BLEACH	UNIFORMS NAMETAG SHOES		INSPECTION/OIL CHG BALL JOINTS/DRV BELT	INTERNET PHONE		
PRINCE EDWARD ING OF INVOICES FOR 10/22/2010	INV#	385708		09302010	OCT 22 10	0890745003 1010	223 7310 1010 816442183 1010	IMMUNIZATN 1010 3577 649 9927	649	510872898 510899952 649		85193 85360	EXPENSES 1010 816442183 1010		
GENERAL FUND	VENDOR NAME Office Supplies	KEY OFFICE SUPPLY	OOMED OF	Unemployment Insurance VA EMPLOYMENT COMMISSION	Vet Care KINGSLEY JENNIFER DVM	Electrical Services DOMINION VA POWER	Telecommunications CENTURYLINK US CELLULAR	Office Supplies PRINCE EDWARD HEALTH DPT WAL-MART COMMUNITY WAL-MART COMMUNITY WAL-MART COMMUNITY	Supplies for Shelter WAL-MART COMMUNITY	Uniforms and Wearing Appa GALLS, AN ARAMARK COMPANY GALLS, AN ARAMARK COMPANY WAL-MART COMMUNITY	State Company Out 1000 to	Repairs & Maint-Auto & Eq TRI-COUNTY FORD-MERCURY TRI-COUNTY FORD-MERCURY	Telecommunications TOOMBS MANUEL H JR US CELLULAR	DISPOSAL	
00	VENDOR	20600) TAMINA		20919	31844	21319 30439	25840 32131 32131 32131	32131	16101 16101 32131	0000	29925 29925 29925	29339 30439	REFUSE D	
AP375H 11/02/2010 FUND # - 1	MAJOR# ACCT# 6001		001260	2600	3110	5110	5230	6001	6002	6011	0	3311	5230	042300	0

PRINCE EDWARD		0101/00/11
AP375H	11/02/2010	O COL II CIMIN

AFTER CHECKS PAGE 10	AMOUNT	754.00		202.50 ,546.50 150.00 5.16 458.10	5,159.76 * 368.00 16,826.80 42,187.50		1,69 100 100 100 100 100 100 100 10	4 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	71.58 649.28 *
Ai				ACCOUNT TOTAL		ACCOUNT TOTAL	ACCOUNT TOTAL	ACCOUNT TOTAL	ACCOUNT TOTAL
11/02/2010	DESCRIPTION	MISC WORK TASKS STORM WTR COMPLIANCE	WASHED ROLLOFF GRASS SEED	REPAIR CYLINDER REPAIR HITCH SERVICE CHG TRUCK MAINTENANCE	TRASH COLLECTION GRDWTR MONITORING LANDFILL OPERATION	TIRE RECYCLING TIRE RECYCLING TIRE RECYCLING	DH SITE LEACHATE PUMP SCALEHOUSE CELL C PUMP STATION GREEN BAY SITE WORSHAM SITE PROSPECT SITE LANDFILL SITE	PHONE	d d d d
PRINCE EDWARD INVOICES FOR 10/22/2010	#ANI	36596 36597	205 89142	158987 158988 9302010 OCT 13 10	OCT 10 36559 NOV 2010	466000 466111 466112	114379 001 1010 5181167213 1010 8970737501 1010 0670040567 1010 1144204110 1010 7471653571 1010 8601161519 1010 9176847250 1010	223 1595 1010 392 9223 1010 574 4166 1010 767 4166 1010 223 1595 1010 391 3442 1010 392 3675 1010 392 9223 1010 574 4166 1010 574 4166 1010 248 5676 1010	0 %
GENERAL FUND	VENDOR NAME Professions Centring	ur ur	Repairs/Maintenance JIMMY WHIRLEY/POWERWASH SOUTHERN STATES	Repairs & Maint-Auto & Eq C & L MACHINE & WELDING C & L MACHINE & WELDING C & L MACHINE & WELDING JIMMY'S SERVICECENTER	Contract Landfill - POS ARENA TRUCKING COMPANY RESOURCE INTERNATIONAL WRIGHT'S EXCAVATING	Purchase of Serv - Recyli EMANUEL TIRE OF VIRGINIA EMANUEL TIRE OF VIRGINIA	Electrical Services SOUTHSIDE ELECTRIC COOP DOMINION VA POWER	Telecommunications AT&T AT&T AT&T AT&T CENTURYLINK CENTURYLINK CENTURYLINK CENTURYLINK CENTURYLINK CENTURYLINK CENTURYLINK CENTURYLINK US CELLULAR US CELLULAR VERIZON	
	VENDOR NUMBER	27191 27191	19030 28596	12032 12032 12032 19033	10811 27191 32950	14723 14723 14723	2864 31844 31844 31844 31846 31846 31846	10105 10105 101005 101005 21319 21319 21319 21319 30433 31333 31333	† - -
AP375H 11/02/2010 FUND # - 100	MAJOR# ACCT# 3160		3310	3311	3840	3841	5110	5230	

AFTER CHECKS' PAGE 11	AMOUNT	373.65	36	1,038.36 * 3,250.00 3,250.00 *		* * 00.00 380.00.		24.66 150.00		16.00 30.11 20.54 24.23 5.50 21.89	204.05 *	108.12	66.02 8 66.02 8 5.54	202.72 * 210.81 574.00
				ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL		ACCOUNT TOTAL MAJOR TOTAL				ACCOUNT TOTAL	ACCOUNT TOTAL		ACCOUNT TOTAL	ACCOUNT TOTAL
11/02/2010	DESCRIPTION	FUEL	TIRES MOUNT/BALANCE TIRE	OFFICE BLDG		DAM 12 INSPECTION		AHU BELT EXTERMINATING SERVIC	INSPECTION	SRR LIGHTS ROY CLARK MONUMENT SHOP SHERIFF DEPT SHED WORSHAM CLERK OFFICE 1.1GHTS AT RICE	, .,	ક હ	PHONE PHONE PHONE	JANITORIAL SUPPLIES PAPER TOWELS
PRINCE EDWARD INVOICES FOR 10/22/2010	#ANI	DIESEL-SEPT 10	66774 66995	1412 PUCKET1010		380		42684 OCT 27 10	99899	114379 002 1010 1230385005 1010 9670710004 1010 4951935099 1010 5856894620 1010 6669158583 1010	טוטו מתוא מע	CH IRRIG 1010 SCOPE 1010	223 8665 1010 392 1943 1010 816442183 1010	SI 105902 1234944 02
LISTING OF 1	VENDOR NAME Vehicle E. Domered Pomin B	« Fowered Equip OWARD PUBLIC SCHL	Vehicle & Powered Equip S BAST END MOTOR CO INC BAST END MOTOR CO INC	Non-Capital Equipment BUSINESS CARD	RIVER RESERVOIR	Repairs/Maintenance DRAPER ADEN ASSOCIATES	PROPERTIES	Repairs/Maintenance FARWVILLE AUTO PARTS OK TERMITE & PEST CONTROL	Repairs & Maint-Auto & Eq EAST END MOTOR CO INC	Electrical Services SOUTHSIDE ELECTRIC COOP DOMINION VA POWER	Water & Sewer TOWN OF FARMUTTER	TOWN OF FARMVILLE	Telecommunications CENTURYLINK CENTURYLINK US CELLULAR	Janitorial Supplies HANDI-CLEAN PRODUCTS INC WILCO INC.
00	VENDOR	25780	14300	11894	SANDY RIV	13779	GENERAL I	15150 24086	14300	2864 31844 318844 318844 31846 31846	29332	29332 29332 29332	21319 21319 30439	17312 32550
AP375H 11/02/2010 FUND # - 1	MAJOR# ACCT# 6008		6009	6030	042610	3310	043200	3310	3311	5110	5130		5230	6005

AFTER CHECKS PAGE 12		1,136.31 * 35.95 140.62		54.05 * 34.95 * 265.29 * *		586.23	223	289.02 *	164.68 164.68 *	956.00		135.61 * 20.058 * 1.694.12 * * * * * * * * * * * * * * * * * * *		41,940.25 41,940.25 41,940.25 **		
ed.				ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL		A CAST THE COLUMN TARGET A TAR		ACCOUNT TOTAL	ACCOUNT TOTAL			ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL		ACCOUNT TOTAL MAJOR TOTAL		
.0 11/02/2010	DESCRIPTION TOILET TISSUE JANITORIAL SUPPLIES	EQUIP RENTAL & WATER CASTER WHEELS/BOLIS	FUEL	NORTON UPDATE		UNEMPLOYMENT	WIRING/PLATES/BULBS CONNECTORS CONNECTORS/DRILL BIT BALLASTS/BULBS		ELECTRIC SERVICE	FUEL	PHONE	OPEN HOUSE REFRESHMT APPLES-OPEN HSE DEMO		1ST QTR SUPPORT		
PRINCE EDWARD OF INVOICES FOR 10/22/2010	INV# 1234944 03 1234944 04	11393100 1010 EXPENSES 1010	DIESEL-SEPT 10	20100383		09302010	431410 431514 431548 432338		44435 001 1010	50748	223 8664 1010	EXPENSES 1010 APPLES		1ST QTR 1010		
LISTING	VENDOR NAME WILCO INC.	Repairs and Maintenance S DIAMOND SPRINGS VANEPS RONALD	Vehicle & Powered Equip F PRINCE EDWARD PUBLIC SCHL	ADP Equipment BUSINESS DATA OF VA, INC.		Unemployment Insurance VA EMPLOYMENT COMMISSION	Repairs & Maintenance FARMVILLE WHSALE ELECTRIC FARMVILLE WHSALE ELECTRIC FARMVILLE WHSALE ELECTRIC FARMVILLE WHSALE ELECTRIC	Electrical Services	SOUTHSIDE ELECTRIC COOP	Heating Services ELLINGTON ENERGY SERVICE	Telecommunications CENTURYLINK	Office Supplies DAVES-JOHNSON ALECIA CANYON CREEK FARM	HEALTH DEPARTMENT	Payment To Local Health D PRINCE EDWARD HEALTH DPT	X BOARD	Payment to Crossroad Ser
O GENERAL	VENDOR NUMBER 32550 32550	13369	25780	11902	CANNERY	31658	15560 15560 15560 15560		78640	14700	21319	13108 999999	неалтн р	25840	CHAPTER 1	
AP375H 11/02/2010 FUND # - 100	MAJOR# ACCT#	6007	8009	6040	043400	2600	3310	2110	Ç r L	5120	5230	6001	051100	5610	052500	5640

AFTER CHECKS PAGE 13	AMOUNT 15,660.75 5 31,321.50 5 31,321.50		4, 232.62 2,831.50 2,831.50 2,831.50 2,831.50 2,831.50 2,831.50 3,10.00 3,10.00 3,915.50 3,105.00 665.00 665.00 674.00 124.00 124.00	• • • • • • • • • • • • • • • • • • • •	24,000.00	1 004		100.00
	ACCOUNT TOTAL MAJOR TOTAL		ACCOUNT TOTAL		TATOL TATAL	ACCOUNT TOTAL MAJOR TOTAL		
10 11/02/2010	DESCRIPTION 2ND QTR PAYMENT		PROFESSIONAL SERVICE PROFESSIONAL SERVICE PROFESSIONAL SERVICE PROFESSIONAL SERVICE FOSTER CARE FOSTER CARE PROFESSIONAL SERVICE FOSTER CARE		10-11 SUPPORT	10-11 CO PROGRAMS		COMMISSION MTG COMMISSION MTG COMMISSION MTG COMMISSION MTG
PRINCE EDWARD OF INVOICES FOR 10/22/2010	INV# 2ND QTR 1010		CP 1010 KC 1010 CG 1010 SC 1010 CCT 2010 46757 46757 46757 1854 1010 2068 1010 2157 2361 0CT 2010 2357 2361 0CT 2010 0CT 2010 0CT 2010 0CT 2010 0CT 2010		10-11 SUPPORT	10-11 CO PRGRMS		OCT 19 10 OCT 19 10 OCT 19 10 OCT 19 10
LISTING GENERAL FUND	VENDOR NAME CROSSROAD SERVICES BOARD	COMPREHENSIVE SERVICES ACT	CSA Programs BRALEY & THOMPSON INC BRALEY & THOMPSON INC BRALEY & THOMPSON INC BRALEY & THOMPSON INC CROSSROADS SERVICES BD CROSSROADS SERVICES BD CROSSROADS SERVICES BD CROSSROADS SERVICES BD FAMILY PRESERVATION SERV FAMILY PRESERVATION SERV FAMILY PRESERVATION SERV GRAFTON SCHOOL INC GRAFTON SCHOOL INC GRAFTON SCHOOL INC GRAFTON SCHOOL INC HARLAN RONALD & SARAH HELTON HOUSE INC HARLAN RONALD & SARAH HELTON HOUSE INC LOGAN LETRICIA R MILLS BONNIE SMITH I'SHAWN VSDB WAL-MART COMMUNITY/GEMB	SUPERVISION OF PARKS & RECREATION	PE/Farmville Youth Associ PRINCE ED-FARMVILLE YOUTH	Southside VA Family YMCA SOUTHSIDE VA FAMILY YMCA	לז	Planning Commission COLEMAN R SAMUEL GILFILLAN SALLY W GILLIAM DONALD B HICKS LEE EDWARD JR
00	VENDOR NUMBER 12928	COMPREH	1114490 1114490 112929 12929 14900 149029 149029 149029 149029 149029 149029 149029 149029 149029 149029 149029 149029 149029 149029 149029 149029 149029	SUPERVI	25825	28696	PLANNING	12628 16183 16195 17646
AP375H 11/02/2010 FUND # - 1	MAJOR# ACCT#	053500	3160	071100	5640	5643	081100	3161

AFTER CHECKS PAGE 14	AMOUNT 100.00 100.00 100.00 100.00	900.00 *			702.40 *	4 25.60 4 0.00 *	3.5	83.59 188.00 188.00	2,005.88 **	13.20	m oi	ω. α. α. 4.	185.40 * 25.16
ď		ACCOUNT TOTAL		ACCOUNT TOTAL	ACCOUNT TOTAL	ACCOUNT TOTAL	ACCOUNT TOTAL		MAJOR TOTAL				ACCOUNT TOTAL
11/02/2010	DESCRIPTION COMMISSION MTG COMMISSION MTG COMMISSION MTG COMMISSION MTG	POSTAGE	PHONE	MILEAGE MILEAGE MILEAGE MILEAGE MILEAGE MILEAGE MILEAGE MILEAGE	MEALS	MTG REGISTRATION	INK CARTRIDGES/FRAME	PLAN COMM JOURNAL		POSTAGE	PHONE	MEALS & LODGING	EZ MAPS
PRINCE EDWARD OF INVOICES FOR 10/22/2010	OCT 19 10 OCT 19 10 OCT 19 10 OCT 19 10 OCT 19 10	1412 PUCKET1010	816442183 1010	OCT 19 10 EXPENSES 1010 OCT 19 10 OCT 19 10 OCT 19 10 OCT 19 10 MILEAGE 1010 OCT 19 10	EXPENSES 1010	101	EXPENSES 1010	29044 10SUBSCRP		2078 CARNEY1010	816442183 1010	2078 CARNEYIO10	2078 CARNEY1010
LISTING	VENDOR NAME JONES ROBERT M LEATHERWOOD CLIFFORD JACK MASON ROBERT CHRISTOPHER PAIRET THOMAS M TOWNSEND JOHN F III	Postal Services BUSINESS CARD	Telecommunications US CELLULAR	Travel-Mileage COLEMAN R SAMUEL DAVES-JOHNSON ALECIA GILLIAM DONALD B HICKS LEE EDWARD JR JONES ROBERT M MASON ROBERT CHRISTOPHER PICKETT JONATHAN TOWNSEND JOHN F III	Travel-Subsistence & Lodg DAVES-JOHNSON ALECIA	Travel-Convention & Educa DAVES-JOHNSON ALECIA	Office Supplies DAVES-JOHNSON ALECIA	Books & Subscriptions CHAMPLAIN PLANNING PRESS	DEVELOPMENT	Postal Services BUSINESS CARD	Telecommunications US CELLULAR	Travel-Subsistence & Lodg BUSINESS CARD	Special Projects BUSINESS CARD
.0 100 GENERAL	VENDOR NUMBER 19875 21525 22170 25100 29386	11894	30439	12628 13108 16198 17645 19875 22170 25359	13108	13108	13108	12331	ECONOMIC	11894	30439	11894	11894
AP375H 11/02/2010 FUND # - 10	MAJOR# ACCT#	5210	5230	5510	5530	5540	6001	6012	081500	5210	5230	5530	5 8 9 9

AFTER CHECKS PAGE 15		205.16 * 39.50 *	473.13 **	.54	16.54 * 36.68 12,142.25	2 3 3	265.58 * 41.33	.33	242.87 * 77.61 185.12 262.73 *	13,007.98 **	40 40 66 66 67 68 68 68 68 68 68 68 68 68 68 68 68 68		8	8,048.48 * 510.00 510.00 1,020.00 * 9,068.48 **
Æ.		ACCOUNT TOTAL ACCOUNT TOTAL	MAJOR TOTAL		ACCOUNT TOTAL				ACCOUNT TOTAL ACCOUNT TOTAL		ACCOUNT TOTAL MAJOR TOTAL			ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL
10 11/02/2010	DESCRIPTION EDUC FACILITY SURVEY	GAS		UNEMPLOYMENT	DOMAIN NAME REGISTRN VA TRAVEL GUIDE AD	ELECTRIC SERVICE ELECTRIC SERVICE	WATER & SEWER	POSTAGE	PHONE PHONE		PHONE		GAS	COBRA INS (OCT) COBRA INS (NOV)
PRINCE EDWARD INVOICES FOR 10/22/2010	INV# OCT 8 10	2078 CARNEY1010		09302010	1412 PUCKET1010 90733	0675198071 1010 1059387447 1010	MOORE BLDG 1010	1412 PUCKET1010	392 1482 1010 392 1482 1010		392 4246 1010		204609 1010	COBRA 1010 COBRA 1010A
LISTING OF	VENDOR NAME FREEMAN JONATHAN	Vehicle & Powered Equip F BUSINESS CARD		Unemployment Insurance VA EMPLOYMENT COMMISSION	Advertising BUSINESS CARD LEISURE PUBLISHING CO	Electrical Services DOMINION VA POWER DOMINION VA POWER	Water & Sewer TOWN OF FARMVILLE	Postal Services BUSINESS CARD	Telecommunications AT&T CENTURYLINK	COOPERATIVE EXTENSION OFFICE		EXPENSE	Internal Fuel Account SOUTHERN STATES COOP INC	COBRA Health Insurance ANTHEM BCBS ANTHEM BCBS
0 100 GENERAL	VENDOR NUMBER 15929	11894	TOURISM	31658	11894	31846 31846	29332	11894	10105 21319	COOPERAI	21319	GENERAL	28597	29937 29937
AP375H 11/02/2010 FUND # - 10	MAJOR# ACCT#	6008	081600	2600	3600	5110	5130	5210	5230	083500	5230	001000	5803	5804

AFTER CHECKS PAGE 16	AMOUNT	6,455.00 6,455.00 * 6,455.00 *		6,508.00	6,508.00 *	10,118.00 *
AF		ACCOUNT TOTAL MAJOR TOTAL			ACCOUNT TOTAL	ACCOUNT TOTAL MAJOR TOTAL
EDWARD FOR 10/22/2010 11/02/2010	DESCRIPTION	GIS SYSTEM		COURTHOUSE LOAN	COURTHOUSE LOAN	
PRINCE EDWARD LISTING OF INVOICES FOR 10/22/20	"INV#	133842		LOAN 97-01 1010	LOAN 97-02 1010	
	VENDOR NAME ROJECTS	Geographical Information TIMMONS GROUP	CE	Rural Dev Rev Bond 1998B- RURAL DEVELOPMENT	Rural Dev CH Constr 1998C RURAL DEVELOPMENT	
00 GENERAL FUND	VENDOR VENDO NUMBER NAME	29280	DEBT SERVICE	30600 F	30600	
AP375H 11/02/2010 FUND # - 100	MAJOR# ACCT# 094000	0025	000560	0010	0012	

352,537.47

FUND TOTAL

AFTER CHECKS PAGE 17	AMOUNT	249.35 249.35 49.35 *		67,478.00 52,442.00 119,920.00 *		15,415.00 * 15,415.00 ** 135,584.35
ď		ACCOUNT TOTAL MAJOR TOTAL		ACCOUNT TOTAL MAJOR TOTAL		ACCOUNT TOTAL MAJOR TOTAL FUND TOTAL
11/02/2010	DESCRIPTION	WATER		WATER TREATMNT SYSTM WATER TREATMNT SYSTM		BOND COUNSEL
PRINCE EDWARD INVOICES FOR 10/22/2010 11/02/2010	INV#	WATER TANK 1010		ω σι		91278802
WATER FUND	VENDOR VENDOR NUMBER NAME GENERAL PROPERTIES	Water Service 29332 TOWN OF FARMVILLE	CAPITAL PROJECTS	SRR Water Treatment Proje 12937 CROWDER CONSTRUCTION CO 12937 CROWDER CONSTRUCTION CO	DEBT SERVICE	Bond Issuance Costs 22279 MCGUIRE WOODS LLP
AP375H 11/02/2010 FUND # - 501	MAJOR# V ACCT# N 043200 GE	5130	094000 CA	8102	095000 DE	0017

AFTER CHECKS PAGE 18	AMOUNT	1,038.00	1,038.00 *	1,020.00 *	2,058.00
AI			ACCOUNT TOTAL	ACCOUNT TOTAL MAJOR TOTAL	FUND TOTAL
11/02/2010	DESCRIPTION	RETIREE BENEFIT	RETIREE HEALTH INS		
PRINCE EDWARD LISTING OF INVOICES FOR 10/22/2010 11/02/2010	#ANI	NOV 2010	DEC 2010		
32 RETIREMENT BENEFIT FUND	VENDOR VENDOR NUMBER NAME RETIREMENT BENEFIT FUND	LEOS Disbursements 25257 JOHNS VICKI K	Retirees Insurance 29937 ANTHEM BCBS		
AP375H 11/02/2010 FUND # - 732	MAJOR# ACCT# 002230	다 0 편 단	1102		

AFTER CHECKS PAGE 19	AMOUNT	72.61	72.61 *	150.85 * 107.29	309.38 *		210.86 * 780.70 *		2,383.00	2,383.00 *	234.43	210.00 210.00 * 2,827.49 *;	3,608.19	493,788.01				
			ACCOUNT TOTAL	ACCOUNT TOTAL	ACCOUNT TOTAL		ACCOUNT TOTAL MAJOR TOTAL			ACCOUNT TOTAL	ACCOUNT TOTAL	ACCOUNT TOTAL MAJOR TOTAL	FUND TOTAL	TOTAL DUE				
11/02/2010	DESCRIPTION	UNEMPLOYMENT	ELECTRIC SERVICE	PHONE PHONE	BAL DUE-FLOOD INS	ADP EQUIPMENT			RENT	מפד דממויס מיירספיי		CLEANING SERVICE						
PRINCE EDWARD INVOICES FOR 10/22/2010	"INA#	09302010	7218131923 1010	392 8161 1010 392 8161 1010	PCS 1010	T226942			RENT 1010	R DSV4 5 4 6 2 0		OCT 2010			, uo	Date	Date	Date
.0 741 PIEDMONT COURT SERVICES PUND	VENDOR VENDOR NUMBER NAME PIEDMONT COURT SERVICES	Unemployment Insurance 31658 VA EMPLOYMENT COMMISSION	Electrical Service 31846 DOMINION VA POWER	Telecommunications 10105 AT&T 21319 CENTURYLINK	Flood Insurance 23790 W A WATSON & SONS INSURAN	ADP Equipment 13325 TREASURER OF VIRGINIA	בתחוות המות האות המות המות המות המות מות מת מות מות מות מות מת מות מות מו	SUPERVISION FEES EXPENDITO	PCS - Lease/Rent of Build 28724 SRP CORPORATION LLC	PCS - Office Supplies 999999 ALIMED INC	P. S. C.	PAGE			at meeting of	Title	Title	Title
AP375H 11/02/2010 PUND # - 7	MAJOR# ACCT# 021400	2600	5110	5230	5303	6040	0000	T00/60	5420	1009	9009				d d	Signed		1



Meeting Date:

November 16, 2010

County of Prince Edward Board of Supervisors Agenda Summary

Item No.:	5-d		
Department:	County Administration		
Staff Contact:	Sheila Martin/Barbara Poulston		
Issue:	Consent Agenda - Salaries		
	nty Administrator reported that checks visors as to salaries, etc., the amount o		
Attachments:	None.		
Recommendation:	None.		
Motion Second	Campbell Jones Wilck	Fore McKay Wiley	Gantt Simpson



County of Prince Edward Board of Supervisors Agenda Summary

Meeting Date:	November 16, 2010	
Item No.:	5-e	
Department:	County Attorney/Commissioner of Revenue	
Staff Contact:	Beverly M. Booth	
Issue:	Erroneous Assessment	
Summary: Attached Revenue for the error	d is the Certificate of Refund submitted to the Board by the Commissioner of neous assessment listed below.	
Attachments:	Certificate of Refund – Faye J. Calloway - \$283.76 (Real Estate)	
Recommendation:	Approval.	
Motion Second	Campbell Fore Gantt	***************************************
эссона	Jones McKay Simpson Wilck Wiley	

Office of the Commissioner of the Revenue Prince Edward County

Certificate for Refund of Local Taxes Erroneously Assessed and Paid

Date:	November	5, 2010				
Pay To:	Faye J Ca	llaway				
Address:	1501 Gil	iam Drive				
Total Refund:	Farmville \$283.76	: VA 2390	1			
_						
Local Tax	es assess	I taxpayer I ed by the sa ward as fol	aid Comn	iled application	cation for the of the Revenu	refund of ie for the
Subject of <u>Taxation</u> Real Estat Real Estat	<u>Yea</u> e 2008	184	Line 9 1	<u>Value</u> \$15,958 \$48,200	Penalty/ Interest -0- -0-	Total <u>Taxes</u> \$90.96 \$192.80
The foregoing assessment(s), having been paid and on evidence submitted, it is adjudged that the foregoing assessment(s) is/are erroneous for the following reason(s): Improvement razed July 2008.						
Subject of		371	_	Penal		
Taxation Real Estate	<u>Year</u> 2008	<u>Value</u> \$15,958	<u>Taxes</u> \$90.96	Interest	<u>Total</u> \$90.96	<u>Refund</u> \$90.96
Real Estate	2009	\$48,200	\$192.80	-	\$192.80	\$192.80
Pursuant to Section 58.1-3981, Code of Virginia, I do hereby certify that the foregoing certificate for refund is correct to the best of my knowledge and belief: Commissioner of the Revenue						
I do hereby approve the foregoing certificate for refund:						
			(_km_	12 Cms	
			_	Aftorney	for the Comn	nonwealth
Commission Commonwe the amount faxes whice of this Courage J Cal \$ 283.76	oner of the ealth, it is t of the dif h should h nty is here laway	Revenue a adjudged t ference bet ave been a by directed t	and appro hat the ta tween the issessed d to refun he exces	eved by the expayer is taxes as: and paid, and to	as submitted e Attorney for entitled to a sessed and p and that the aid in the amo	r the refund in aid and the Treasurer
By order of the Board of Supervisors:						
Date				Cler	k, Board of S	upervisors



Meeting Date:

November 16, 2010

County of Prince Edward Board of Supervisors Agenda Summary

Item No.:	5-f				
Department:	Animal Control				
Staff Contact:	Ray Foster/Holly Morris				
Issue:	2011 Rabies Clinics				
Summary: Annually, Rabies Clinics to facili is proposed for Janua	tate the vaccination			easurer collaborate on The following schedule	
Veterinarian Dr. French/Dr. Gates Dr. French/Dr. Gates Dr. French/Dr. Gates Dr. Swan	3	Fire Department Rice Prospect Darlington Height Meherrin		Time 10:00 a.m. 12:00 noon 2:00 p.m. 4:00 p.m.	
Attachments:					
Recommendation:	Approval.				
MotionSecond	Jones		Fore McKay Wiley	Simpson	



County of Prince Edward Board of Supervisors Agenda Summary

Meeting Date: November 16, 202 Item No.: 6 Department: VDOT Staff Contact: Sarah Elam Puck Issue: Highway Matters Summary: 1. Attached is a letter from Michael Revenue Sharing Program. The I a letter of intent for FY 2012.	kett
Item No.: 6 Department: VDOT Staff Contact: Sarah Elam Puck Issue: Highway Matters Summary: 1. Attached is a letter from Michael Revenue Sharing Program. The I	kett
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Summary: 1. Attached is a letter from Michael Revenue Sharing Program. The I	
 Attached is a letter from Michael Revenue Sharing Program. The I 	
Revenue Sharing Program. The I	
	Estes, Local Assistance Division, VDOT, regarding the Board will wish to consider if the County intends to submit
2. Jorg Huckabee-Mayfield, VDOT,	, has provided the attached monthly update of projects.
3. Should the Board have highway nappropriate contact at VDOT.	matters, staff will take that information and forward it to the
^ •	
Attachments: Letter from Micha	ael Fetae VDOT
	Update with Attachments
Recommendation: None.	
Motion Campbell	Fore Gantt
Second Jones Wilck	



DEPARTMENT OF TRANSPORTATION 1401 EAST BROAD STREET RICHMOND, VIRGINIA 23219-2000

GREGORY A. WHIRLEY

October 15, 2010

Dear County Administrators/City & Town Managers:

RE: FY2012 Revenue Sharing Program - Call for Letters of Intent

The Revenue Sharing Program has a track record of successfully leveraging local and state funding to complete a myriad of important transportation projects across the Commonwealth. In recent years this program has been funded with up to \$50 million in state funds to be matched with local funds. This year (FY2011) the program was capped at \$15 million in state funding, resulting in many of you not fully receiving the funding you requested.

Based on feedback from you and members of the Commonwealth Transportation Board (CTB), Secretary Connaughton asked that I solicit your interest in participating in the program for the next fiscal year (FY2012). By requesting your interest now, I can present to the CTB the amount of state funds required to fully maximize local participation in advance of the finalization of the FY2012 budget.

In order to do this, we are asking you to provide us with a letter of intent, identifying the amount of funding you will be requesting for FY 2012 (not to exceed \$1 million in state funding). Please provide this letter of intent to your local VDOT representative no later than December 17, 2010. This will not formally commit your Board or Council. It will simply provide the CTB with an estimate of the anticipated interest in the program.

As in previous years, a formal application, along with a supporting resolution from your locality, would subsequently be submitted by Friday, April 15, 2011 for each project you wish to be considered for FY 2012 funding. The application along with the Revenue Sharing Program Policy of the Commonwealth Transportation Board can be found on our website, located at: http://www.virginiadot.org/business/local-assistance.asp.

If you have any questions about the Program you may contact Debbi Webb-Howells at (804) 786-1519 or by email at Debbi.Webb-Howells@VDOT.virginia.gov. You may also reach me at (804) 786-2745 or Michael.Estes@VDOT.virginia.gov.

Sincerely,

Michael A. Estes, P.E.

Ce: Commonwealth Transportation Board

Gregory Whirley

Virginia Association of Counties Virginia Municipal League

Planning and Investment Management Section

Jorg Huckabee-Mayfield, Transportation & Land Use Director (434-856-8179) <u>VDOT CALL CENTER:</u> 1-800-367-ROAD



Prince Edward County Board of Supervisors November 2010

MAINTENANCE (For the next 30 days):

- Crews will repair surfaces and mow along non-hard surface roads. Brush trimming will continue
- We will continue to respond to customer requests

PROJECT STATUS

No updates this month. Please see the attached Lynchburg District Map of ARRA funded Structure and Bridge projects.

TRAFFIC ENGINEERING ISSUES

- 1. A speed study conducted on Route 745 (Giles Road), from Route 307 to the Dead End, a distance of 0.69 miles, concluded that a reduced speed limit is warranted. Based on our review, the roadway qualifies for a 25 mph reduced speed zone, in accordance with *Section 46.2-874* of the <u>Code of Virginia</u>.
- 2. A traffic engineering review was conducted on Route 685 (Pine View Road) in Prince Edward County, from Route 751 to Route 655, a distance of 0.94 miles, to check for the most effective locations to install WATCH FOR CHILDREN Signs. The WATCH FOR CHILDREN Signs will be installed 200 feet east of Route 751 on Route 685 for eastbound traffic and 100 feet west of Route 65 on Route 685 for westbound traffic
- 3. A Traffic Engineering Review was conducted on Route 655 (Railroad) in Prince Edward County, from Route 460 to Route 626, a distance of 0.23 miles, to check for the most effective locations to install WATCH FOR CHILDREN Signs. We concur with the installation of WATCH FOR CHILDREN signs. They will be installed 100 feet east of Route 685 on Route 655 for eastbound traffic and 100 feet west of Route 626 on Route 655 for westbound traffic, as requested in the Board Resolution.
- 4. VDOT has completed an evaluation of Route 1002 (Atkinson Avenue), from Route 692 to the Dea End, a distance of 0.48 miles. The route qualifies for a 25 mph speed limit and this has been posted.
- 5. A speed study was conducted on Route 696 (Green Bay Road), from Route 632 to Route 614, a distance of 2.95 miles, to determine if the speed limit can be reduced. Because of the length of the requested study, two traffic count machines were placed on Route 696, with Location #1 being 440

Prince Edward County Board Of Supervisors

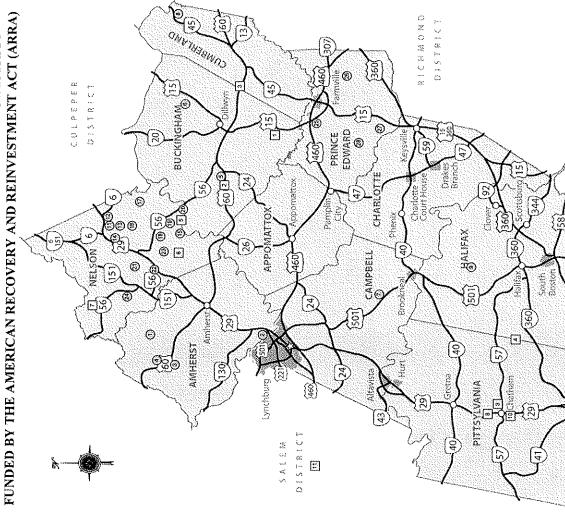
November 2010

feet south of Route 614 and with Location #2 being 1070 feet north of Route 632, to collect speed data. At Location #1, the 85th percentile speed was 59 MPH for the 814 vehicles sampled. At Location #2, the 85th percentile speed was 54 MPH for the 463 vehicles sampled. Based on the 85th percentile speeds, the relatively low roadside development throughout the study area, the roadway geometrics, and the crash history, we do not recommend any changes to the current statutory 55/45 MPH Speed Limit. However: CURVE signs with a 30 mph adversary speed plate will be installed 1.10 mile south of Route 614 for northbound traffic and 0.85 mile south of Route 614 for southboun traffic.

OTHER INQUIRIES/ISSUES

1. As requested by Board Resolution, a Traffic Engineering study has been conducted on Route 604 (Abilene Road), from Route 665 to Route 671, a distance of 7.5 miles, to determine if FARM EQUIPMENT Signs are warranted. Route 604 is moderately populated with 104 residential dwellin and numerous entrances to farm areas. Based on these findings, we will install graphic FARM EQUIPMENT Warning Signs (W11-5) with Supplemental Distance Plaques (W16-4) containing the message "Next 7.5 Miles" be installed along Route 604 just south of Route 665 for southbound traffic.

	28-CUL	28-CULVERT REHABILITATIONS	SN
	Route	Crossing	Str.#
(617	Thrasher's Creek	6136
0	685	Trib. James River	6190
0	989	Stations Creek	6229
•	686	S. Fork Buffalo River	6071
<u></u>	607	Austin's River	6010
0	610	Hunt Creek	6013
0	650	Suck Creek	6148
(6)	616	Deep Run Creek	6056
0	627	Armistead Greek	6198
(8)	733	Stream	6176
⊜	617	Br. Rockfish River	6014
⊚	617	Br. Rockfish River	6136
0	620	Trib. Rockfish River	6065
3	623	Muddy Creek	6140
®	626	Trib. James River	6002
(2)	641	Dutch Creek	6042
0	645	Br. Buffalo River	6168
(2)	647	Meadow Creek	6169
(2)	647	Joe Greek	6171
8	647	Rock Cliff Creek	6170
(3)	652	Rucker's Run	6175
(8)	655	Br. Blackwater Creek	6183
<u>®</u>	655	Edmunds Branch	6184
(3)	680	Br. Tye River	6212
(8)	0F795	Trib. Buffalo Creek	1041
(8)	613	Miller's Creek	6158
0	999	Briery Creek	6178
8	999	Stream	6157



STRUCTURE AND BRIDGE PROJECTS IN THE LYNCHBURG DISTRICT

Str.# 6160 6157

> Frisby Creek Rock Creek

Crossing Willis River

Route

ARRA FUNDED (\$9.45M) 11-BRIDGE SUPERSTRUCTURE REPLACEMENTS (DESIGN-BUILD) 6052 6166 6260 6103

Union Hill Creek

Sandy Creek

Rucker's Run

 1
 609
 Willis

 2
 646
 Frisb

 3
 633
 Rock

 4
 698
 Sand

 5
 647
 Union

 6
 654
 Ruck

 7
 712
 Tyer

 8
 29
 Rte. 2

 10
 694
 Rte. 2

 10
 641*
 Black

 10
 641*
 Black

 10
 10
 Free 2

Tye River

1102

6486

Rte. 29 Bypass Rte. 29 Bypass Rte. 29 Bypass

Blackwater River



GEORGE W. ROBERTSON BRIDGE REPLACEMENT

ARRA FUNDED (\$17.0M)

Str.#

Crossing

Ronte

Piedmont Drive Dan River 8001

ব্র



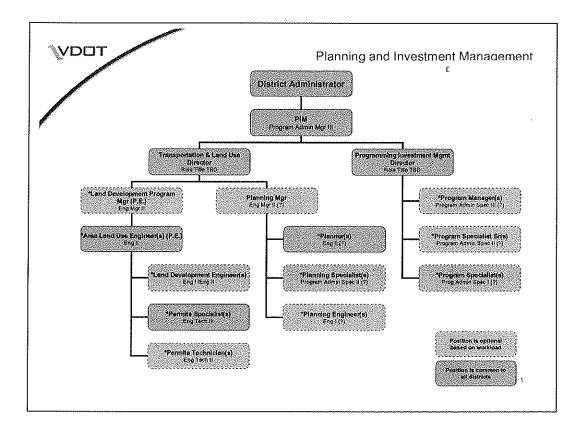
Introducing Planning and Investment Management in the Lynchburg District

VDOT's recent Blueprint reorganization included the creation of the "Planning and Investment Management" section, which operates under the direction of the District's Planning and Investment Manager (PIM). The purpose of this new organization is to organizationally combine Land Development/Land Use, Planning and Programming as well as to provide "liaisons" to local governments. To facilitate these activities, two new "Director" positions have been created in the Lynchburg District: the Transportation and Land Use Director and the Programming Investment Management Director.

The following generalized organizational chart shows the relationship between the PIM and the Directors for Transportation and Land Use and Programming Investment Management.

Planning and Investment Manager (Acting): Robert Guercia

It is the responsibility of the PIM to oversee the linkage between Planning, Land Use, and Programming for Lynchburg District.



Transportation & Land Use Director: Jorg Huckabee-Mayfield (434) 856-8179

This Director has oversight of all site plan reviews, the issuance of permits, and the inspection of land development activities. In order to serve our communities more effectively, Land Use engineering, Permits and planning staff is located at the Lynchburg District Office and field offices in Chatham and Dillwyn.

The Transportation and Land Use Director is the local liaison for the following counties:

Buckingham Cumberland Prince Edward Charlotte Halifax

In addition to the general local liaison function, this Director coordinates the review and response to Traffic Engineering requests received from local governments, elected officials and citizens in the listed counties for speed limit or other signs, traffic signals, traffic calming, through truck restrictions, and other activities that are performed by VDOT. Planning functions also fall within the Transportation and Land Use directorate, as do the review and processing of certain types of street additions such as rural additions and urban street additions.

Programming Investment Management Director: Randy Hamilton (434) 856-8215

One of the basic functions of the PIM Organizational structure is to enhance and consolidate the programming functions of the District, implementing a consolidated and consistent approach to managing VDOT's various revenue streams and plans such as the Six Year Improvement, Urban and the Secondary Six Year Plans. The Programming Investment Management Director is responsible for ensuring that this occurs. All Secondary and Urban Six Year Plan functions (including special funded programs) will be performed under the oversight of the Programming Investment Management Director. The Director and Staff will also work with the localities to process requests by localities to administer projects.

The Programming Investment Management Director is the local liaison for the following counties:

Pittsylvania Amherst Nelson Appomattox Campbell In addition to the general local liaison function, this Director coordinates the review and response to Traffic Engineering requests received from local governments, elected officials or citizens in the listed counties for speed limit or other signs, traffic signals, traffic calming, through truck restrictions, and other activities that are performed by VDOT. This Director will also coordinate the various special funded projects such as Revenue Sharing, Enhancement, Access, and others.

In some areas, Transportation and Land Use and Programming Investment Management will work hand-in-hand to deliver services to the localities. For example, the Transportation and Land Use Director and Staff will work directly with local governments to evaluate candidate projects and develop initial scope and cost estimates for inclusion into the Six Year Plan. The Programming Investment Management Director and staff will then work with the localities and Transportation and Land Use Director to establish the locality's priorities and will work to secure appropriate funding for each project.



County of Prince Edward Board of Supervisors Agenda Summary

Meeting Date:	November 16, 2010

Item No.:

7

Department:

Commissioner of the Revenue

Staff Contact:

Beverly Booth

Issue:

PUBLIC HEARING - Amendment to Section 70-1, Change in Filing Date

Summary: At the October Board meeting, the Commissioner of the Revenue requested that the Board consider amending Section 70-1 of the *County Code* to change the deadline for filing the annual returns of taxable tangible personal property, machinery and tools and merchants' capital from May 1 to March 1. The Board authorized a Public Hearing for the November Board meeting. A copy of the public hearing notice and the county ordinance are attached.

Attachments:	Public Hearing Notice
	Section 70-1 of County Code

Recommendation: Following the public hearing, consider the amendment to Section 70-1 of the County Code.

Motion	Campbell	Fore	Gantt
Second	Jones	McKay	Simpson
	Wilck	Wiley	



Please publish the following Notice of Public Hearing in the Wednesday, October 27, 2010 and Friday, November 5, 2010 editions of *The Farmville Herald*. Please provide a Certificate of Publication to the Prince Edward County Administrator's Office.



NOTICE OF PUBLIC HEARING

PUBLIC HEARING – The Prince Edward County Board of Supervisors will hold a public hearing on Tuesday, November 16, 2010 at 7:30 p.m. in the Board of Supervisors Room of the Prince Edward County Courthouse, 111 South Street, Farmville, Virginia to gather citizen input on a proposed amendment to Section 70-1 of the County Code, which will change the deadline for filing the annual returns of taxable tangible personal property, machinery and tools and merchants' capital from May 1 to March 1. A copy of the proposed ordinance is available for public review on the County's web site at www.co.prince-edward.va.us or in the Prince Edward County Administrator's Office, TEL: 434-392-8837. It is the County's intent to comply with the requirements of the Americans with Disabilities Act. Should you need special accommodations, please contact the Prince County Administrator's Office prior to November 12, 2010.

By Order of the Board of Supervisors W.W. Bartlett, County Administrator

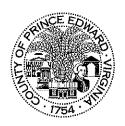
TAXATION § 70-2

ARTICLE I. IN GENERAL

Sec. 70-1. Due date of returns; penalty.

- (a) In accordance with Code of Virginia, § 58.1-3916, which authorizes the governing body of any county to provide by ordinance the time for filing annual returns of taxable tangible personal property, machinery and tools, and merchant's capital, the board of supervisors directs that annual returns of tangible personal property, machinery and tools, and merchants' capital shall be due on May March 1 of each year.
- (b) It shall be unlawful for any person to willfully fail or refuse to file such returns at the time required herein or for making false statements in such returns with the intent to defraud.
- (c) Any person who shall violate subsection (b) of this ordinance and the amount of the tax lawfully assessed in connection with the return is \$1,000.00 or less shall be guilty of a class 3 misdemeanor and shall be subject to a fine of up to \$500.00. Any person who shall violate subsection (b) of this section and the amount of the tax lawfully assessed in connection with the return is more than \$1,000.00 shall be guilty of a class 1 misdemeanor and shall be subject to a fine of up to \$2,500.00 and up to 12 months imprisonment, either or both.

(Ord. of 11-12-86, § VIII(23-43), (23-44); Ord. of 9-14-04)



County of Prince Edward Board of Supervisors Agenda Summary

Meeting Date: November 16, 2010

Item No.: 8

Department: Economic Development Department

Staff Contact: Sharon Lee Carney, Director

Issue: Granite Falls – Extension of Land Purchase Agreement/Grant Agreement

Summary: At the November 1, 2010 Industrial Development Authority (IDA) Meeting, the Authority voted to extend the Granite Falls Purchase Agreement for one year, which will make the new closing date January 16, 2012. The IDA members also voted to extend the Granite Falls Grant Agreement by one year as well, with all other terms and conditions remaining the same. This means that the closing date is extended to January 16, 2012, the hotel project must be substantially complete by December 16, 2012, and that the Tax Increment Financing (TIF) will run through December 31, 2036. The IDA did not feel that there would be any hardship to the IDA or to the County by approving this extension since there is no other party interested in developing the subject 94 acre property at this time.

Attachments:

- IDA letter
- Copy of Purchase Agreement
- Copy of Grant Agreement

Recommendation:

- Approve the IDA's one year extension of the Granite Falls Purchase Agreement
- Approve a one year extension of the Granite Falls Grant Agreement
- Authorize the County Administrator to sign any and all documents associated with documents the one year extension of the Granite Falls Grant Agreement.

Motion	Campbell	Fore	Gantt
Second	Jones	McKay	Simpson
	Wilck	Wilev	,

PRINCE EDWARD INDUSTRIAL DEVELOPMENT AUTHORITY

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

November 4, 2010

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

Dear Mr. Fore,

At the November 1st, Prince Edward Industrial Development Authority (IDA) meeting, the Authority members voted to request the Prince Edward County Board of Supervisors to extend the Granite Falls Purchase Agreement and Granite Falls Grant Agreement for a period of one year. This request is as a result of contingencies and financing for the project taking longer to complete than originally anticipated in July of 2009.

Since the acceptance of the original Purchase Agreement, there have been a number of accomplishments on behalf of the purchaser and seller, but some contingencies are taking longer than anticipated to satisfy, thus causing the delay. Since there is no other interested purchaser for the project 94 +/- acres, the IDA members did not feel there would be any hardship or loss of revenue to the County by extending the project closing date by one year.

Therefore, the IDA Board respectfully requests the Prince Edward County Board of Supervisors to approve the IDA extension of the Granite Falls Purchase Agreement and to extend the Granite Falls Grant Agreement by one year, and leaving all other terms and conditions the same.

If you have any questions, please feel free to contact Sharon Carney, Secretary for the IDA at (434) 392-1482. Thank you for your continued support of the IDA.

Respectfully yours,

Robert M. Showalter, Chairman Industrial Development Authority

OD M. Show OD

REAL ESTATE CONTRACT

THIS Real Estate Contract (the "Contract") made this 21st day of July, 2009 (the "Effective Date"), between the parties set forth below.

RECITALS

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

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

- 1. **PARTIES.** The names and address of the parties to this contract are:
 - a. <u>Seller.</u> Prince Edward County Industrial Development Authority 121 East Third Street Farmville, VA 23901
 - b. Purchaser. Prince Edward Development, LLC a Delaware limited liability company
 5814 Jonestown Road
 Harrisburg, PA 17112
- **2. PROPERTY.** Seller agrees to sell and convey, and Purchaser agrees to purchase and pay for the following, all of which is referred to in this Contract as "Property":
 - a. <u>Description</u>. The Property shall mean the lot or parcel of land ("Land") consisting of approximately ninety-four (94) acres, more or less, of land and all improvements located thereon and appurtenances thereto, as the same is described in Exhibit "A" attached hereto.
 - **b.** <u>Appurtenances</u>. All of Seller's right, title and interest in and to all rights, privileges, and easements appurtenant to the Land, including, without limitation, any right, title, and interest of Seller in and to any and all easements, adjacent streets, roads, alleys, rights-of-way, tenements, hereditaments, appendages, privileges and appurtenances pertaining thereto.

- 3. <u>PURCHASE PRICE</u>. Subject to the conditions of this Contract, Purchaser agrees to pay the following Purchase Price in the following manner:
 - **a.** <u>Total Amount</u>. The total amount of the Purchase Price shall be Three Hundred Seventy-Six Thousand Dollars and no cents (\$376,000.00).
 - b. <u>Payment</u>. The total amount of the Purchase Price shall be paid in cash by wire transfer at Closing less deposits previously paid.
- 4. **ESCROW DEPOSIT.** Upon execution of this Contract, Purchaser shall deliver to Escrow Agent, who shall be the *Treasurer of Prince Edward County, Virginia*, a cash deposit of Twenty-Five Thousand Dollars and no cents (\$25,000.00), which shall serve as an Escrow Deposit, to be held and disbursed as provided herein.
- 5. <u>TITLE COMMITMENT</u>. Within ninety (90) days after the Effective Date of this Contract, Purchaser, at Purchaser's sole cost and expense, shall procure or cause to be delivered to Purchaser a Commitment for Title Insurance from the Title Company in the amount of the Purchase Price. The Title Commitment shall set forth the status of the title of the Property and show all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, and any other matters affecting the Property.
- SURVEY AND DUE DILIGENCE MATERIALS. Upon execution of this Contract, Seller shall make available to Purchaser a copy of Seller's most recent survey of the Property (the "Survey"), all environmental studies, topographical studies, geotechnical studies, engineering studies, appraisals and other feasibility studies, site assessment studies, property examinations or other reports in the possession of Seller relating to the Property (the "Studies"). Seller agrees that Purchaser may utilize such Studies at Purchaser's sole discretion. Within ninety (90) days after the Effective Date of this Contract, Purchaser shall procure, at Purchaser's sole cost and expense a current on-the-ground Survey of the Property prepared by a surveyor acceptable to Purchaser and Purchaser's lender, if any (the old survey and the new survey, if applicable, shall be referred to herein as the "Survey"). Such survey shall be addressed to Purchaser, the Title Company and the Purchaser's Lender, if any. Such survey shall fix, locate, stake, and permanently monument all exterior boundary lines and corners of the Property, and shall include: (i) the actual dimensions of and the boundaries of the Property; (ii) field notes with a metes and bounds description of the Property; (iii) the platting and location of any improvements, flood plains affecting the Property (flood plain information may be provided by a qualified engineer, if necessary), easements, rights of way, fences, set-back lines, encroachments, overlaps, roadways or waterways and all matters referred to on the Title Commitment by volume and page reference; (iv) the surveyor's registered number and seal, the date of the survey, and a certificate reasonably satisfactory to Purchaser and addressed to

Purchaser, the Title Company and any lender selected by Purchaser; and (v) a certification that there is access to and from the Property from a publicly dedicated street or road.

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

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

All of the following matters shall be Permitted Exceptions:

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

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

- 8. <u>CORRECTION OF TITLE AND SURVEY OBJECTIONS</u>. Within thirty (30) days after receipt of Purchaser's Title and Survey Objections, Seller, at Seller's sole cost and expense, shall use all reasonable efforts to correct or remove all Title Objections, give Purchaser written notice thereof, and deliver within such thirty (30) day period an amended Title Commitment and Survey reflecting the correction or deletion of such matters. If Seller fails to cause all of the Title and Survey Objections to be corrected or removed within such thirty (30) day period, Purchaser shall have the following rights:
 - a. Purchaser may terminate this Contract by giving Seller and the Title Company written notice thereof, in which event the Escrow Deposit shall be

- returned to Purchaser, and both parties shall be released from all further obligations under this Contract; or
- b. Purchaser may waive such Title Objections and elect to purchase the Property subject to the Title and Survey Objections not so corrected or removed, but the Purchase Price shall not be reduced.
- c. Purchaser may extend the time to correct or remove said title objections.
- From the date of this Contract until its termination or 9. INVESTIGATIONS. Closing, Purchaser and its representatives shall have the right, with prior notice to Seller, to enter upon the Property to conduct investigations, including without limitation, soil tests, engineering studies, planning feasibility studies, environmental inspections, a study of the availability of utilities, drainage, access, and sewer, and such other investigations as Purchaser may desire to determine the suitability of the Property for Purchaser's intended use. Seller acknowledges that during Purchaser's due diligence, it may be necessary to remove a minimum number of trees to reach the proposed project site and conduct certain investigations. Purchaser shall notify Seller prior to the removal of any trees and agree on who shall conduct the removal. Under no circumstances, either before or after closing, shall Purchaser clear cut the Property. Any net proceeds derived from the removal of such trees prior to closing shall be retained by the Seller. Seller shall not remove any trees prior to closing without Purchaser's prior consent. Purchaser shall indemnify and hold Seller harmless from and against any and all damages incurred by Seller resulting from Purchaser's activities on the Property. If the sale contemplated by this Contract fails to close for any reason, Purchaser shall restore the Property to its present condition except for the replacement of any removed trees.
- hundred and eighty (180) days from the Effective Date of this Contract ("Feasibility Period"), unless extended by mutual agreement to determine the suitability of the Property for Purchaser's intended use. If Purchaser decides in its sole discretion not to proceed with the purchase of the Property, Purchaser shall give Seller notice of termination on or before the expiration of the Feasibility Period, in which event this Contract shall terminate and be of no further force and effect, and Purchaser shall receive back all of the Escrow Deposit. If Purchaser decides to proceed with the purchase of the Property, Purchaser will, prior to the expiration of the Feasibility Period, deposit Twenty-Five Thousand Dollars and no cents (\$25,000.00) as additional refundable Escrow Deposit with the Escrow Agent, pursuant to the terms herein. Upon the expiration of the Feasibility Period, all Escrow Deposit(s) will only be refundable subject to any Purchaser Contingencies defined herein. In the event this Contract closes, all of the Escrow Deposits shall be credited against the Purchase Price.
- 11. PROPERTY CONDITION. PURCHASER AGREES THAT THIS CONTRACT HAS BEEN NEGOTIATED WITH THE UNDERSTANDING THAT THE PROPERTY IS BEING SOLD "AS IS" AND "WHERE IS" AND WITH ALL FAULTS. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS NO RECOURSE AGAINST SELLER IN THE EVENT OF DISCOVERY OF ANY DEFECTS OF ANY KIND, LATENT OR PATENT.

PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, OR ANY WARRANTIES ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, SUITABILITY, AND MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC OR PARTICULAR PURPOSE OR OF GOOD AND WORKMANLIKE CONSTRUCTION. PURCHASER ASSUMES ALL RISKS WITH RESPECT TO THE PHYSICAL CONDITION OF THE PROPERTY AND THE INCOME AND EXPENSES ATTRIBUTABLE THERETO. SELLER'S DEED WILL CONTAIN A PROVISION STATING THE TERMS OF THIS PARAGRAPH.

12. SELLER WARRANTIES.

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

13. CLOSING.

- a. <u>Date and Place</u>. The Closing on the sale of the Property by Seller to Purchaser and commencement of development of the Project by the Purchaser shall occur on or before the earlier of: i) the date ninety (90) days from the satisfaction of all Purchaser Contingencies or ii) 365 days from the Effective Date of this Contract, unless otherwise extended. Notwithstanding the above, no Closing shall occur until the Purchaser or an affiliate or a related entity has executed a contract for the construction of the Project and closed on its construction loan.
- b. <u>Closing Extension</u>. In the event that any Purchaser Contingencies have not been satisfied within 365 days from the Effective Date of this Contract, Purchaser will have one (1) option to extend the Closing for one (1) additional period of one hundred eighty (180) days upon the deposit of an additional refundable Escrow Deposit of Twenty-Five Thousand Dollars and no cents (\$25,000.00) with the Escrow Agent.
- c. <u>Seller's Obligations at Closing</u>. At the Closing, Seller, at Purchaser's sole cost and expense, shall deliver, or cause to be delivered, to Purchaser the following:

- Warranty Deed, fully executed and acknowledged by Seller, conveying good fee simple title to the Property to Purchaser free and clear of all encumbrances, tenancies, and liens (for taxes or otherwise), subject only to the Permitted Exceptions, any Title Objections waived by Purchaser, and any liens created in connection with Purchaser's financing.
- (2) Other Instruments. Seller, at Purchaser's expense, shall execute and deliver such other documents as are customarily executed in Virginia by a Seller in connection with the conveyance of real property, including all required closing statements, releases, affidavits, evidences of authority to execute the documents, and any other instruments that may be required by the Title Company.
- (3) <u>Possession.</u> Seller shall deliver possession of the Property to Purchaser at Closing. All risk of loss or damage to the property by fire, windstorm, casualty, or other cause is assumed by Seller until Closing. In the event of substantial loss or damage to the Property before Closing, Purchaser will have the option of terminating this Agreement and receiving a refund of its deposit.
- **d.** Purchaser's Obligations At Closing. At the Closing, Purchaser shall pay the Purchase Price as provided in paragraph 3, subject to any adjustments for prorations and other credits provided for in this Contract.
- e. <u>Prorations</u>. All real estate taxes relating to the Property for the year of the Closing shall be prorated as of the date of Closing between Seller and Purchaser. If the amount of taxes due for that year is not known at the time of Closing, the prorations shall be based on an estimate of the taxes for the year of Closing, and when the tax information becomes available, Seller or Purchaser shall reimburse the other party for any excess amount charged to that party at the Closing. If this sale or Purchaser's use of the Property after Closing results in additional taxes, penalties, or interest (assessments) for periods before Closing, the assessments will be the obligation of Purchaser. The obligations stated in this paragraph shall survive the Closing.
 - f. <u>Closing Costs.</u> The Purchaser agrees to pay all the costs of Closing.
- g. <u>Purchaser Contingencies</u>. The Purchaser's obligations are expressly conditioned upon the satisfaction of each of the following contingencies in the sole determination of the Purchaser. If any one of the following contingencies cannot be met the Purchaser may unilaterally terminate this Contract and receive an immediate return of the Deposit. Prior to Closing, Purchaser shall have received the following (i) Prince Edward County shall provide evidence that it will construct or cause to be constructed a new public road from the intersection of US 15 and Dominion Drive to the current SR 628 at a point south of the Poplar Forest Apartments (the "SR 628 Relocation Project"); (ii) approval and notice from the appropriate governmental authorities of all necessary permits and licenses required to authorize the use, construction, and operation of the Property for Purchaser's intended use all according to the Purchaser's plans and specifications; (iii) Purchaser shall obtain financing commitments in an amount and on terms satisfactory to Purchaser;

- (iv) the County of Prince Edward shall have created, at Purchaser's expense, a community development authority (the "CDA"), upon such terms as Prince Edward County finds agreeable, which incorporates the Property within the CDA District and Purchaser shall have entered into an agreement with the CDA regarding special assessments to be levied: (1) on food and beverage sales on the Property which shall only be spent as prescribed by state law, and (2) an annual road benefit assessment relating to the SR 628 Relocation Project to recover up to a maximum of 55% of the road relocation costs; (v) receipt of evidence satisfactory to Purchaser that the Property is properly zoned for Purchaser's intended use and that any and all required variances or special use permits have been or can be obtained; (vi) the hotel/conference center site within the Property shall have been placed in the County's Enterprise Zone; (vii) Seller shall assist in applying for various state and federal grant/loan programs to pay portions of the costs of constructing, equipping or operating the Project; and (viii) Purchaser shall have entered into an Economic Development Grant Agreement with the Seller, Prince Edward County, and the CDA under terms and conditions acceptable to the Purchaser and Prince Edward County. Seller will cooperate with Purchaser in obtaining the appropriate approvals and commitments for Purchaser's intended use of the Property, so long as such approvals are contingent upon this sale closing and so long as Seller incurs no liability of any description for or on account of such approvals.
- h. <u>Seller's Contingencies</u>. This contract is expressly made contingent upon Prince Edward County and Prince Edward Development, LLC entering into an agreement, upon mutually acceptable terms, for the relocation of a portion of State Route 628. Terms of the agreement are to include, but shall not limited to, the cost of acquisition of any necessary right of way, design costs, engineering costs and costs of construction and County's ability to secure revenue sharing from the Virginia Department of Transportation.

14. DEFAULTS AND REMEDIES

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

- (1) <u>Purchaser's Default</u>. Purchaser shall be deemed to be in default under this Contract if Purchaser fails or refuses to perform Purchaser's obligations at Closing for any reason other than a default by Seller or termination by Purchaser under this Contract.
- (2) <u>Seller's Remedies</u>. If Purchaser defaults under this Contract, Seller, at Seller's sole option, may terminate this Contract and receive the Escrow Deposit as liquidated damages for the breach of this Contract by Purchaser, it being agreed between Seller and Purchaser that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Escrow Deposit is a reasonable estimate thereof.

b. <u>Seller's Defaults and Purchaser's Remedies.</u>

- (1) <u>Seller's Defaults</u>. Seller shall be deemed to be in default under this Contract if Seller fails or refuses to perform Seller's obligations at Closing for any reason other than a default by Purchaser or termination by Seller under this Contract.
- (2) <u>Purchaser's Remedies</u>. If Seller defaults under this Contract, Purchaser may, at Purchaser's sole option, do any one or more of the following:
 - (a) Enforce specific performance of this Contract against Seller;
 - (b) Terminate this contract, in which event the Escrow Deposit shall be returned to Purchaser by the Escrow Agent on receipt of written notice from Purchaser of such termination, and all obligations of both parties shall then cease.

15. MISCELLANEOUS.

- a. <u>Assignment</u>. Purchaser may not assign or transfer its rights and obligations under this Contract at any time to any affiliate, subsidiary or related entity without Seller's prior written consent. Any assignment or transfer of rights by Purchaser to any non-related entity shall require Seller's prior, written approval. Seller may not assign or transfer its rights and obligations under this Contract at any time to any affiliate, subsidiary or related entity without Purchaser's prior written consent.
- b. <u>Notice</u>. Any notice required or permitted to be delivered under this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address stated in Section 1.
- c. <u>Virginia Law to Apply</u>. This Contract shall be construed under and in accordance with the laws of the Commonwealth of Virginia, and all obligations of the parties created by the Contract are performable in the county in which the Property is located.
- d. <u>Parties Bound</u>. This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- e. <u>Effective Date</u>. The Effective Date of this Contract shall be the date of the last party to sign.
- f. <u>Entire Agreement</u>. This Contract, including any exhibits hereto, constitutes the entire agreement between Seller and Purchaser pertaining to the transaction contemplated hereby and fully supersedes all prior agreements and understandings between Seller and Purchaser pertaining to such transaction.

SELLER:

PRINCE EDWARD COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: Nobert M. Showalter, Chairman

Approved as to Form:

Eric A. Tinnell

Counsel for Prince Edward County IDA

WITNESS/ATTEST:

PURCHASER:

PRINCE EDWARD DEVELOPMENT, LLC, a Delaware Limited Liability Company

Behart D. Fayder Manager

Karin P. Everhait

Sharm Lee Carrey

WITNESS/ATTEST:

- 9 -

EXHIBIT "A"

PROPERTY DESCRIPTION

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

ECONOMIC DEVELOPMENT GRANT AGREEMENT

This ECONOMIC DEVELOPMENT GRANT AGREEMENT dated as of December 16, 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

COUNTY OF PRINCE EDWARD, VIRGINIA

APPROVED AS TO FORM:

James R. Ennis, County Attorney

INDUSTRIAL DEVELOPMENT AUTHORITY OF PRINCE EDWARD COUNTY, VIRGINIA

By: Nobert M. Showalter, Chairman

EXHIBIT A

DESCRIPTION OF THE LAND

To be determined from a new plat of survey representing 94 acres, more or less, in the Farmville Magisterial District of Prince Edward County, Virginia to be purchased pursuant to a Real Estate Contract dated July 21, 2009 between the Developer and the Authority.



County of Prince Edward Board of Supervisors Agenda Summary

Meeting Date: November 16, 2010

Item No.: 9

Department: Economic Development Department

Staff Contact: Sharon Lee Carney, Director

Issue: Prospect Historical Society VDOT Enhancement Grant Application

Summary: The Prospect Historical Society has contacted Prince Edward County, via letter to Chairman William Fore (attached), requesting assistance from the County in the Society's VDOT Enhancement Grant application, due December 1, 2010. As a result of current construction estimates, the Society anticipates an application in the amount of \$215,000, which should be sufficient to complete the project. As noted in their letter the Prospect Historical Society has two requests:

1) The VDOT grant application requires a Resolution of Support by the governing municipality, which requires the County to accept responsibility for maintenance and operating cost of any structure erected with VDOT grant funds. Historically it has been the position of the Prince Edward County Board of Supervisors to not accept such responsibility for this project. To resolve this issue the Historical Society has partnered with the Virginia Department of Conservation and Recreation (DCR) to use the facility as a trail head for High Bridge Trail State Park. In return DCR is willing to assume responsibility for the maintenance and operating cost of the structure under a lease agreement which is being developed at this time. Under a separate agreement (copy attached), the building becomes the property of the Commonwealth if the building is abandoned, which would occur if the Prospect Historical Society ceased to exist.

2) Since the grant process and management for the Prospect Depot Restoration Project has gotten very complicated, the Prospect Historical Society is requesting approval by the Board of Supervisors for the continued assistance for the Prospect Depot Project by Sharon Carney, Director of Economic Development.

The Prospect Historical Society has already received \$313,000 in Enhancement Grant funds and has completed 30% plans for the project. The preliminary plans have already passed the Virginia Department of Historical Resources (DHR), Department of Conservation and Recreation (DCR) and VDOT review. It is anticipated for 90% plans to be ready by the end of December 2010.

Attachments:

- Prospect Historical Society letter and excerpt of meeting minutes
- Copy of draft Temporary License and Use Agreement between Prospect Historical Society and DCR
- Copy of draft Resolution of Support

Recommendation:

- Approve Resolution and allowing County Administrator to sign documents associated with the application, but
 do not approve the signing of the contract until the lease agreement is signed between the Prospect Historical
 Society and DCR.
- Authorize the County Administrator to continue to provide staff support to work on the Prospect Depot
 project and provide grant assistance.

Motion	Campbell	Fore	Gantt
Second	Jones	McKay	Simpson
	Wilck	Wilev	

PROSPECT HISTORICAL SOCIETY PROSPECT, VIRGINIA

PROSPECT HISTORICAL SOCIETY P. O. Box 76 Prospect, VA 23901 Office (434) 392-6431

November 1, 2010

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

Dear Chairman Fore,

At the October 5 2010 Prospect Historical Society Meeting the Society approved the submittal of a VDOT TEA-21 Grant in the amount of \$600,000 to go along with the existing \$313,000 that the Society has previously been awarded for the reconstruction of the Historic Prospect Depot in Prospect Virginia.

As a result, on behalf of the Prospect Historical Society, I respectfully request that the Prince Edward County Board of Supervisors authorize Sharon Carney, the Director of Economic Development for Prince Edward County, to assist with the preparation of such a grant request that is due December 1, 2010. In addition, the Society would greatly appreciate a non-binding "letter of support" for the reconstruction of the Prospect Depot that will serve as an important "trail head" for the new High Bridge Trail State Park and as a small community center/transportation museum for Prince Edward County.

To help with this project, the Prospect Historical Society is partnering with the Virginia Department of Conservation and Recreation for the operation and sustainability of the Depot once it is complete. A letter and Memorandum of Understanding (MOU) to that affect, absolving Prince Edward County from any financial responsibility or liability will be forth coming shortly prior to the signing of any commitment with VDOT. The MOU is currently being reviewed by the Commonwealth's Attorney General's Office.

If you have any questions, please feel free to contact me. Thank you in advance for your favorable consideration of this request and the Board's continued support for the Historic Prospect Depot Project.

Sincerely yours,

Mr. Fred Floyd, President Prospect Historical Society

PROSPECT HISTORICAL SOCIETY PROSPECT, VIRGINIA October 5, 2010

The regular meeting of the Prospect Historical Society was held on Tuesday the 5 of October 2010 at the Old Prospect Post Office. Fred Floyd, President called the meeting to order at 7:30pm and Richard Stockton led in prayer.

There were eleven (11) members in attendance. Members present were: Margaret Stockton, Richard Stockton, Fred Floyd, Marie Hoge-Perkins, Susan Campbell, Hilda Allen, Nannie Hendricks, Flossie Hudson, Bettye Brisentine, Kenneth Brisentine and Virginia Goode.

The September minutes were read for approval and approved as read.

Business:

Fred Floyd reported on the depot meeting last week with the art./eng. Firm, DCR, and the committee: Fred Floyd, Richard Stockton, Susan Campbell, and Margaret Stockton.

A discussion was held on letters that needed to be written for the two grants (T-21 and the Tobacco). We needed to ask for Sharon Carney to write the grants.

Kenneth Brisentine made a motion we write a letter to the Board of Supervisors asking for their support and to allow Sharon Carney, the Director of Economic Development for Prince Edward County, to work with us on this project and to assist with the preparation of the two grants. The motion was seconded by Virginia Goode and carried by the members present.

Fred Floyd was ask to attend the Board of Supervisors meeting on the 16 of November to speak for the Prospect Historical Society concerning the above items.

The annual Election Day Stew was discussed. Virginia Goode made a motion seconded by Susan Campbell we make the stew this year. This was carried by the membership.

Richard Stockton said he had talked to Howard Campbell about the stew pot and to help set up the pot. The stew would sell for \$5.00 a quart. The society will meet on November 1 at 6:00pm to prepare the items for the stew. Members would meet at 4 to 4:30am to start the stew.

Marie Hoge-Perkins ask about putting candles in the windows for Christmas. The December meeting is to be on the 7 with a Christmas Party to follow.

Kenneth Brisentine made a motion we adjourn, seconded by Virginia Goode and carried by vote of the society at 8:35pm

Margaret P. Stockton, secy.

TEMPORARY LICENSE AND USE AGREEMEN'T

This License and Use Agreement ("License") is made by and between the Commonwealth of Virginia, Department of Conservation and Recreation (the "Commonwealth" or "DCR"), and The Prospect Historical Society, a Virginia non-stock corporation, ("PHS").

RECITALS:

WHEREAS, DCR is the donee of a portion of the abandoned Norfolk Southern rail line winding through parts of Cumberland and Prince Edward counties now known as High Bridge Trail State Park; and

WHEREAS, PHS owns the historic Norfolk Southern Railroad Depot building (the "Depot") that sits on the real property adjoining the former rail line that now is owned by DCR; and

WHEREAS, PHS has secured grant funding to renovate the Depot; and

WHEREAS, the Commonwealth has determined that it would not be in the best interests of the public to allow the Property and its appurtenant structures to deteriorate; and

WHEREAS, the parties hereto desire to memorialize their agreements and understandings in order to facilitate PHS' renovation of and subsequent use of the Depot.

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

- 1. DCR will require any workers contracted by PHS for the design and renovation of the Depot to provide current certificates of liability insurance meeting the Commonwealth's requirements for contractor liability insurance. DCR will require any contracted workers to comply with all safety requirements as stipulated by DCR and/or Park Staff. DCR will require all design and renovation work to receive the approval of the Bureau of Capital Outlay, Art and Architecture Review Board, or any other approval required for improvements constructed on Commonwealth-owned real property.
- 2. PHS will provide reports of the renovation of the Depot to DCR not less frequently than monthly; operation and maintenance reports shall be submitted not less frequently than annually during the term and any renewals of this Agreement. PHS will coordinate its renovation efforts with DCR staff and will notify DCR's designee of any meetings in advance pertaining to the renovation of the Depot. Further, in consideration of DCR granting access of ingress and egress to the Depot, PHS will allow DCR to use portions of the renovated Depot as a

major trailhead facility, including the use of public restrooms, office and public information space.

- 3. DCR hereby grants means of ingress and egress necessary for PHS, its employees, contractors, agents, volunteers and visitors to the Depot in locations to be mutually agreed upon by the parties.
- 4. PHS covenants and agrees to indemnify, defend and hold the Commonwealth and DCR, its employees and agents, harmless from and against any claims of injury to any persons or property and from and against any other liability of any nature whatsoever to the full extent authorized by Virginia law resulting from the operation, restoration, management, repair, maintenance or use of the Depot, or in any way arising out of PHS' exercise of any rights herein granted. PHS shall bear all responsibility for repair and maintenance of the Depot during the term and all renewals of this Agreement and after renovations to the Depot have been completed.
- 5. Either party hereto can terminate this license by giving the other party ninety (90) days' written notice of such termination. Upon the termination of this agreement, PHS, at its sole expense, may remove the Depot from the Commonwealth's real property and relocate it at a different location. Should the Depot remain on Commonwealth real property at the termination of this agreement, the Depot and all improvements, fixtures and furnishings shall be considered abandoned by PHS and shall, without further action, become the property of the Commonwealth.
- 6. Unless terminated by either party hereto, this license shall renew for successive ten-year periods.
- 7. The rights and responsibilities herein may not be assigned without the written approval of the parties hereto. No amendments to this agreement will be binding unless in writing and executed by an authorized representative of each of the parties.
- 8. Any notices required or permitted to be given hereunder shall be deemed to have been properly given if sent by United States certified or registered mail, return receipt requested, postage prepaid, or if delivered in hand, as follows:

If to PHS:

President, Prospect Historical Society PO Box 76 Prospect, VA 23960

If to DCR:

Park Manager, High Bridge Trail State Park 6888 Green Bay Road Green Bay, VA 23942 or to such other addresses as the parties may hereafter direct by written notice. Notices, except those hand delivered, shall be deemed delivered two (2) days after being deposited with the United States Postal Service.

Commonwealth of Virginia

 This agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. Nothing herein shall be construed as a waiver of the sovereign immunity of the Commonwealth.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below:

Department of Conservation and Recreation
Ву:
Printed Name:
Title:
Prospect Historical Society
Ву:
Printed Name:

BOARD OF SUPERVISORS

WILLIAM G. FORE, JR. CHAIRMAN

HOWARD F. SIMPSON VICE-CHAIRMAN

HOWARD M. CAMPBELL DON C. GANTT, JR. ROBERT M. JONES CHARLES W. MCKAY JAMES R. WILCK MATTIE P. WILEY



COUNTY ADMINISTRATOR W.W. BARTLETT

POST OFFICE BOX 382 FARMVILLE, VA 23901

(434) 392-8837 VOICE (434) 392-6683 FAX

WBARTLETT@CO.PRINCE-EDWARD.VA.

COUNTY OF PRINCE EDWARD, VIRGINIA

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PRINCE EDWARD, VIRGINIA

TRANSPORTATION ENHANCEMENT GRANT PROGRAM PROJECT ENDORSEMENT RESOLUTION

Whereas, in accordance with Commonwealth Transportation Board construction allocation procedures, it is necessary that a request by resolution be received from the sponsoring local jurisdiction or state/federal agency in order that the Virginia Department of Transportation establish and enhancement project in the County of Prince Edward, Virginia;

Now, Therefore, Be It Resolved, that the County of Prince Edward requests the Commonwealth Transportation Board to establish a project for the improvement of the Prospect Depot Transportation Museum; and

Be It Further Resolved, that the Board of Supervisors of the County of Prince Edward hereby agrees to provide a minimum 20 percent of the total cost for planning and design, right of way, and construction of this project; and

Be It Further Resolved, that the Board of Supervisors of the County of Prince Edward hereby agrees to enter into an agreement with the Virginia Department of Transportation to provide oversight that ensures the project is developed in accordance with all state and federal requirements for design, right of way acquisition, and construction of a federally funded transportation project; and

Be It Further Resolved, that the County of Prince Edward will be responsible for maintenance, upkeep and operating costs of any facility constructed with Enhancement Program funds; and

Be It Further Resolved, that should the Board of Supervisors of the County of Prince Edward subsequently elects to cancel this project the County of Prince Edward hereby agrees to reimburse the Virginia Department of Transportation for the total amount of costs expended by the Department through the date the Department is notified of such cancellation. The County of Prince Edward also agrees to repay any funds previously reimbursed that are later deemed ineligible by the Federal Highway Administration.

ed by the Board of Supervisors of the County of
rd County, Virginia at which a quorum was
opposed, this 16th day of November 2010.
The state of the s
William G. Fore, Jr., Chairman
SUPFRVISORS



1754			
Meeting Date:	November 16, 2010		
Item No.:	10		
Department:	Planning and Communit	y Development	
Staff Contact:	Jonathan Pickett		
Issue:	Planning Department Re	port	
Summary: There is	s no report at this time.		
Attachments:	Planning Commission Pul	olic Hearing Notice	
Recommendation:		ard authorize a public hearing pard of Supervisors meeting.	on this request for
Motion		Fore	Gantt
Second	Jones Wilck	McKay	Simpson



Item No.: Department Staff Contac		11 County Administr					
		County Administr					
Staff Contac		J	County Administrator				
	t:	W.W. Bartlett					
Issue:		COUNTY ADMI	NISTRATOR'S REP	ORT			
Summary: The oppositions:		County Administrator will discuss with and/or update the Board on the following					
		Ourthouse Roof					
		County Health Insurance ruggs Island Wireless B					
	с. Б	uggs island wheless i	TOAGDAIIG				
Attachments:							
D	4:	T D T					
Kecommenda	mons:	To Be Determined.					
Notion Second		Campbell Jones	Fore McKay	Gantt Simpson			
		Wilck	Wiley				



Meeting Date: November 16, 2010

Item No.: 12

Department: County Administration

Staff Contact: W.W. Bartlett/Sarah Elam Puckett

Issue: SCOPE Building Improvements

Summary: Improvements are underway at the SCOPE Building. The work crews at the Piedmont Regional Jail are in the process (or have completed) the painting of the exterior trim, some yard work, the painting of the walls and kitchen cabinets on the interior, the buffing and waxing of the floor and some work on the windows. We have asked the current users of the building to please remove their belongings from the main room, kitchen and the storage closets. Anything remaining will be sorted and disposed of, as needed, following Board action.

In order to complete the immediate renovations and upgrades, the Board is asked to consider an appropriation of \$5,000 to enable County staff to purchase folding tables and folding chairs, window coverings, tile for both bathrooms, and new formica for the kitchen counters (to be installed by county staff) that will enable us to function as a senior center and also a public-use rental facility.

Attachments:

Recommendation:

1. The Board will wish to make the following appropriations:

REV/EXP	Fund	Dept	Object	Description	Debit	Credit
3 (REV)	100	41050	100	From Fund Balance		5,000
4 (EXP)	100	94000	0029	SCOPE Building	5,000	

2. The Board will wish to authorize the County Administrator to dispose of any remaining unclaimed/unusable property.

Motion	Campbell	Fore	Gantt
Second	Jones	McKay	Simpson
	Wilck	Wiley	



1704 and	
Meeting Date:	November 16, 2010

13-a

Department:

Item No.:

Board of Supervisors

Staff Contact:

W.W. Bartlett/Sarah Elam Puckett

Issue:

Committee Reports - Peddler License Fee Committee

Summary: The Peddler License Fee Committee comprising Supervisor McKay (Chair), Supervisor Campbell, and Supervisor Simpson met October 8, 2010 and November 2, 2010 with the County Attorney, County Administrator, Treasurer and Commissioner of the Revenue. Mr. Ennis discussed with the committee the options for how to structure an ordinance: (1) either to encourage activity and generate revenue, or (2) for policing purposes to control activity, which requires a restrictive ordinance. The Committee reviewed ordinances from other counties and discussed, in depth, whether the problem warrants an ordinance and the creation of an administrative and enforcement process.

It was noted that one of the biggest complaints being received is that itinerant merchants are seemingly not paying state sales tax. Mr. Bartlett contacted the Virginia Department of Taxation regarding the enforcement process for the payment sales tax and reported this back to the committee.

Attachments:

Recommendation: The Committee recommends that no action is needed at this time by the Board of Supervisors; however, the Committee strongly encourages citizens who learn of merchants not requiring the payment of sales tax be reported to the County or the Virginia Department of Taxation.

Motion	Campbell	Fore	Gantt
Second	Jones	McKay	Simpson
	Wilck	Wilev	



Meeting Date: Item No.: Department: Staff Contact: Issue: Summary:	November 16, 2010 14 County Administration W.W. Bartlett/Sarah Puckett Correspondence		
Attachments: a. b. c.	Letter from School Superintendent, RE Letter from Shentel, RE: Shentel Cable Thank You, YMCA		
Recommendation: Motion Second	Campbell	Fore McKay	GanttSimpson



Prince Edward County Public Schools

35 Eagle Drive Farmville, Virginia 23901

School Board

October 8, 2010

Telephone 434-315-2150 Fax 434-392-1911

Mr. Wade Bartlett, County Administrator Prince Edward County P.O. Box 382 Farmville, VA 23901

Dear Mr. Bartlett:

Following discussion by School Board members in regular meeting on October 6, 2010, The Board voted to respectfully request the support and assistance of the Board of Supervisors regarding the proposed construction of Granite Falls Road (Route 628). The School Board is aware that the construction of the Granite Falls Inn and Conference Center is not a certainty.

The School Board is concerned with the safety of children, parents, and staff travelling to and from our schools and school events on Route 628, Zion Hill Road, and request that the Granite Falls Road be constructed regardless of the Conference Center construction status. The safety concerns still exist, and the new road would allow the current traffic pattern to be altered to increase safety on a daily basis. It is currently understood, and the Board unanimously supports, that the new road construction would allow the closure of Zion Hill Road to all routine through traffic. Zion Hill road would be dedicated to school traffic, and only allow access for emergency traffic, when required.

Thank you for your continued support of Prince Edward County Public Schools.

Sincerely,

K. David Smith, Ed. D. Division Superintendent

kds/alf



P.O. Box 459 • Edinburg, Virginia 22824-0459 • (540) 984-4141

November 3, 2010

Prince Edward County 111 N South St Post Office Box 382 Farmville, VA 23901

Re: Shentel Cable Company ("Shentel"); Notification of Lineup Changes

Dear Sir or Madam:

Please accept this letter as formal notice that Shentel will be making the following lineup changes. In accordance with FCC rules, all customers within the systems affected by these changes will be given advance notification.

System(s) Affected:

Appomattox, Blackstone, Clarksville, Farmville, Lawrenceville,

Lebanon, Radford, Redwood, Bedford, Wytheville

Description of Change:

Removing Sundance

Planned Date of Change:

December 8, 2010

If you have any questions or require additional information regarding this notice, please do not hesitate to contact me at (540) 984-5320.

Sincerely.

Ann Flowers

General Counsel, Vice President - Legal

AF/sak



November 4, 2010

County of Prince Edward Attn: Mr. Wade Bartlett PO Box 382 Farmville, VA 23901

Dear Mr. Bartlett,

On behalf of the members, volunteers and staff at Southside Virginia Family YMCA, I would like to thank you for your generous gift to our Building Strong Families Campaign. We take pride in our community and their willingness to help provide all members with the same opportunities to explore strengths and develop character within programs at Y. Through the Southside Virginia Family YMCA and your generous gift of \$25,000.00 on November 4, 2010, we are pleased to have created an environment where everyone has the opportunity to be a part of our family.

Once again, thank you, and we look forward to seeing you soon.

Sincerely,

Dan Albert

CEO

Southside Virginia Family YMCA



Meeting Date: Item No.: Department: Staff Contact: Issue: Summary:	November 16, 2010 15 County Administration W.W. Bartlett/Sarah Puckett Informational		
Attachments: a. b.	VDOT, Board of Supervisors Manual (VEDP, A Guidebook for Local Elected		
Recommendation:	None.		
Motion Second	Campbell Jones Wilck	Fore McKay Wiley	Gantt Simpson



Meeting Date:		November 16, 2010			
Item No.:		16			
Department:		County Administration			
Staff Contact:		W.W. Bartlett/Sarah Puckett			
Issue:		Monthly Reports			
Summary:					
Attachments:		1 : 10			
	а. b.	Animal Control Building Official			
	c.	Cannery			
	d.	Prince Edward County Public School	ols		
	e.	Tourism/Visitor Center			
	f.	PERT			
Recommendation	n:	Acceptance.			
Motion		Campbell	Fore	Gantt	
Second	••••••	Jones Wilck	McKay Wilev	Simpson	



Animal Control Monthly Report

"October 2010"

Dogs			Wildlife	
	Picked Up	40	Handled	3
	Claimed By Owner	5	Euthanized	3
	Adopted	7		
	Died in Kennel	0	Livestock	
	Euthanized	8	Returned to Owner	0
	Transferred to SPCA	20	Died in Kennel	0
	Dead on Arrival	0		
			Other Companion Animals	
Fees Collected		\$359.00	Returned to Owner	0
Cats			Number of Calls to Shelter	128
	Picked Up	21	Summons Issued	1
	Claimed By Owner	0	Summons Served	2
	Adopted	0	Days in Court	0
	Euthanized	10	Nuisance Dogs	15
	Died in Kennel	0	Dangerous Dogs	3
	Transferred to SPCA	11		
	Dead on Arrival	0		
Fees C	ollected	\$0.00	Total Fees Collected	\$359.00

Bill the Town of Farmville

0 Cats housed (7 days each)

Total \$0.00

S. Ray Foster & Holly Morris, Animal Control

Permits Issued Report 10/01/2010 Through 10/29/2010

ADDITIONS	- Issued - Value - Permit Fees	6 \$79,730.00 \$425.00
	- 2.00% STATE TAX - Fees Collected	\$8.50 \$.00
ONE & TWO FAMILY DWELLING	- Value - Permit Fees	\$410,400.00 \$733.60
	- 2.00% STATE TAX - Fees Collected	\$14.60 \$.00
ELECTRICAL	- Issued - Value - Permit Fees - 2.00% STATE TAX - Fees Collected	10 \$545,550.00 \$535.00 \$10.70 \$.00
MECHANICAL	- Issued - Value - Permit Fees - 2.00% STATE TAX - Fees Collected	\$435,400.00 \$300.00 \$6.00 \$.00
MECHANICAL/GAS	- Issued - Value - Permit Fees - 2.00% STATE TAX - Fees Collected	3 \$92,063.00 \$150.00 \$3.00 \$.00
PLUMBING	- Issued - Value - Permit Fees - 2.00% STATE TAX - Fees Collected	\$498,400.00 \$300.00 \$6.00 \$.00
Total Permits Total Permits		36 \$2,061,543.00 \$2,443.60
Total Permits	- State Tax 20%	48.80
		\$ 2,492.40

PRINCE EDWARD COUNTY CANNERY

7916 Abilene Road Farmville, Virginia 23901

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

October 2010 Cannery Report

During the month of October, the following number of cans were canned and processed:

893 (qt.)	@	.48	==	428.64
90 (pt)	@	.40	=	36.00
100 lbs. meat	@	.20	=	20.00
30 Patrons usage	@	1.00		30.00
30 % out of county				<u>34.58</u>
TOTAL				\$ 549.22

L. Huddleston

dbw

Prince Edward County Public Schools Summary Financial Report

Fund I Month Ending

October 31, 2010

(rounded to nearest dollar)

Revenues	Current <u>Month</u>	Year to <u>Date</u>	<u>Budget</u>	A	Variance actual Under (Over) <u>Budget</u>	YTD as a Percent of <u>Budget</u>
From the Commonwealth:						
State Sales Tax	\$ 203,928	\$ 877,571	\$ 2,559,727	\$	1,682,156	34.28
Basic School Aid	\$ 601,151	\$ 2,404,605	\$ 7,291,446	\$	4,886,841	32.98
All Other	\$ 301,884	\$ 1,186,459	\$ 5,598,256	\$	4,411,797	21.19
Total State	\$ 1,106,964	\$ 4,468,635	\$ 15,449,429	\$	10,980,794	28.92
From the Federal Gov't	\$ 74,311	\$ 590,255	\$ 3,380,630	\$	2,790,375	17.46
Tran. From General Fund(County)	\$ 707,185	\$ 1,427,613	\$ 7,913,044	\$	6,485,431	18.04
Cash Book -Local	\$ 14,506	\$ 95,976	\$ 455,290	\$	359,314	21.08
Total Revenues	\$ 1,902,966	\$ 6,582,478	\$ 27,198,393	\$	20,615,915	24.20

<u>Expenditures</u>	,	Current <u>Month</u>	`	Year to <u>Date</u>	utstanding cumbrances	Budget	Expended & Encumbered (Over) Under Budget	Expen. & Encumbrance as a % of <u>Budget</u>
1000-Instruction	\$	1,503,073	\$	4,671,010	\$ 11,711,540	\$ 20,994,347	\$4,611,796	78.03
2000-Admin.,Health/Att	\$	97,763	\$	396,229	\$ 736,653	\$ 1,539,615	\$406,733	73.58
3000-Transportation	\$	126,980	\$	372,401	\$ 845,992	\$ 1,785,334	\$566,942	68.24
4000-Operation/Maintenance	\$	173,198	\$	550,883	\$ 616,179	\$ 1,930,175	\$763,113	60.46
5000-Food Service	\$	953	\$	3,644	\$ 953	\$ 11,436	\$6,839	40.20
6000-Faciltities	\$	1,000	\$	63,558	\$ -	\$ 142,967	\$79,409	44.46
7000-Debt. Ser	\$	ş	\$	524,753	\$ 268,341	\$ 794,519	\$1,425	99.82
8000-Contingency Reserve		_	\$	-	\$ -	\$ 	\$0	0.00
Total Expenditures	\$	1,902,966	\$	5,582,478	\$ 14,179,658	\$ 27,198,393	\$6,436,257	76.34

Saved as October 10-11 MonthRept

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

Comparative Receipts and Expenditures Year to Date Month of October 2010

Receipts:	Budgeted	Fiscal 2010 Rec. YTD	Percent	Budgeted	Fiscal 2011 Rec. YTD	Percent	Diff.
Sales Tax Basic Aid Other State	2,687,309 7,886,187 6,801,017	841,690 2,627,217 1,174,877	31.32 33.31 17.28	2,559,727 7,291,446 5,598,256	877,571 2,404,605 1,186,459	34.28 32.98 21.19	2.96 -0.34 3.92
Total State	17,374,513	4,643,785	26.73	15,449,429	4,468,635	28.92	2.20
Federal Funds	2,707,932	505,763	18.68	3,380,630	590,255	17.46	-1.22
Local Funds	7,968,567	1,704,064	21.38	7,913,044	1,427,613	18.04	-3.34
Cash Book	376,000	102,922	27.37	455,290	95,976	21.08	-6.29
Total Revenue	28,427,012	6,956,533	24.47	27,198,393	6,582,478	24.20	-0.27
Expenditures:	Budgeted	Expended YTD	Percent	Budgeted	Expended YTD	Percent	Diff.
Instruction	22,018,401	4,988,038	22.65	20,994,347	4,671,010	22.25	-0.41
Administration	1,513,615	464,850	30.71	1,539,615	396,229	25.74	-4.98
Transportation	1,928,199	398,095	20.65	1,785,334	372,401	20.86	0.21
Maintenance	1,968,450	529,548	26.90	1,930,175	550,883	28.54	1.64
Food Service	10,580	2,507	23.70	11,436	3,644	31.86	8.17
Facilities	137,725	48,230	35.02	142,967	63,558	44.46	9.44
Debt Service	850,042	525,264	61.79	794,519	524,753	66,05	4.25
Contingency Reserves	0		0.00	()	0.00	0.00
Total Expenditures	\$28,427,012	\$6,956,533	24.47	\$27,198,393	\$6,582,478	24.20	-0.27

Prince Edward County Public Schools Food Service Department Summary Financial Report 2010-2011

Fund 4 Month Ending October 31, 2010 (rounded to nearest dollar) Variance YTD as a Percent of Actual Under Current Year to (Over) Revenues Month Date Budget Budget Budget From the Commonwealth: \$ \$ State School Food 14,219 \$ 14,219 \$ 87,988 \$ 73,769 16.16 School Breakfast \$ \$ \$ 0.00 Total State..... \$ 14,219 \$ 14,219 \$ 87,988 \$ 73,769 16.16 Federal Reimbursement \$ 98,119 \$ 149,722 \$ 750,000 \$ 600,278 19.96 Cash Book -Local..... 261,171 ... \$ 4,209 57,196 203,975 21.90 \$ \$ \$ \$ 116,547 221,137 1,099,159 878,022 20.12 Total Revenues.....

Expenditures	Current <u>Month</u>		Year to <u>Date</u>		utstanding cumbrances		Budget	E	xpended & ncumbered lver) Under <u>Budget</u>	Expen. & Encumbrance as a % of <u>Budget</u>
Salary	\$ 28,959	\$	99,669	\$	252,769	\$	380,723	\$	28,285	92.57
Fringe Benefits	\$ 10,892	\$	34,738	\$	96,221	\$	138,362	\$	7,403	94.65
Purchased Services	\$ 536	\$	2,586	\$	8,049	\$	53,775	\$	43,140	19.78
Telephone Services	\$ 148	\$	299	\$	157	\$	1,000	\$	544	45.64
Travel	\$ w	\$	25	\$	-	\$	500	\$	475	4.94
Materials & Supplies	\$ 4,079	\$	9,950	\$	1,288	\$	67,110	\$	55,872	16.75
Food Supplies	\$ 52,221	\$	91,511	\$	46,362	\$	440,194	\$	302,321	31.32
Repairs/Maintenance Supplies	\$ -	\$	2,397	\$	-	\$	8,000	\$	5,603	0.00
Furniture/Equipment	\$ **	\$ \$	3,463	\$ _\$		\$ \$	9,495	\$ \$	6,032	36.47
Total Expenditures	\$ 96,835	\$	244,639	\$	404,847	\$	1,099,159	Ç	8449,674	59.09

Saved as October 10-11 summary financial food service

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

2010-2011

Comparative Receipts and Expenditures Food Service Department Year to Date

Month of October 2010

		Fiscal 2010			Fiscal 2011		
Receipts:	Budgeted	Rec. YTD	Percent	Budgeted	Rec. YTD	Percent	Diff.
State School Food	80,521	13,811	17.15	87,988	14,219	16.16	-0.99
School Breakfast	2,124	0	0.00	0	0	0.00	0.00
Total State	82,645	13,811	16.71	87,988	14,219	16.16	-0.55
Federal Reimbursement	750,000	124,339	16.58	750,000	149,722	19.96	3.38
Cash Book - Local	259,611	71,477	27.53	261,171	57,196	21.90	-5.63
Total Revenue	\$1,092,256	\$209,626	19.19	\$1,099,159	\$221,137	20.12	0.93
Expenditures:		Expended			Expended		Diff.
	Budgeted	YTD	Percent	Budgeted	YTD	Percent	
Salary	400,090	108,880	27.21	380,723	99,669	26,18	-1.03
Fringe Benefits	138,456	36,557	26.40	138,362	34,738	25.11	-1.30
Purchased Services	15,084	13,518	89.61	53,775	2,586	4.81	-84,81
Telephone Services	0	0	0.00	1,000	299	29,92	29.92
Travel	0	0	0.00	500	25	4.94	4.94
Materials & Supplies	93,870	15,533	16.55	67,110	9,950	14.83	-1.72
Food Supplies	436,756	62,765	14.37	440,194	91,511	20.79	6.42
Repair/Maintenance Supplies	0	0	0.00	8,000	2,397	29.97	29.97
Furniture/Equipment Contingency Reserves	8,000	461	5.76	9,495	3,463	36.47	30.72
Total Expenditures	\$1,092,256	\$237,714	21.76	\$1,099,159	\$244,639	22.26	0.49

Tourism & Visitor Center Monthly Report for October 2010

			161.8 Total / YTD Months	87.9 Total / 2009
REGIONAL VISITOR CENTER GUESTBOOK SIGNINGS:	Total Guests Average Visitors per	Month:		
NTER GUEST	Total Guests		1,618	1055
L VISITOR CE	Other	Countries	89	31
ID REGIONA	Other	States	549	361
/IRGINIA'S HEARTLAND	Virginia	Guests	1001	663
VIRGINIA			YTD 2010	2009

Requests for Information:

Phone Mail Emailed Inquiries Requests 0 379 6	139 0 282	12.95% 82.2
	2	200.00%
Phone Inquiries	141	168.79%
	*	
October 2010	October 2009	% Difference

324.19%	166.67%	71.04%	820.34%	438.70%		% Difference
2,848	3	946	59		*	2009 YTD
12,081	ω	1,618	543	9,912	36	2010 YTD
Total YTD Inquiries:						TOTAL YTD

^{*}Logging Phone Inquiries is new to 2010. % change will be noted beginning 2011.

Report to November Board of Supervisors

- Almost 10,000 individual requests for information have been mailed out so far this year!
 - Emailed more than 500 requests for information year to date.
- Took part in successful Prince Edward County Cannery Open House about 100 in attendance!
- Preparing for Sesquicentennial Legacy Project on 11/5 & 11/6 scanning Civil War related documents with the Library of Virginia. Sesquicentennial Project #2.
 - Sesquicentennial Project #1: Airing of DVD series at Community Library continues through Nov 9th.

Website Hits 1,410,349 1,069,645 Ave Hits/Day 3,863 3,913 # of Unique Users 35,405 43,089 # Hits on Travel Pages 46,367 26,757 % of Travel Hits 3,28% 2,50%

2009 2010 YTD

2010 YTD #'s reflect Jan - Sep

(webstats can't be collected until 4th of each month)

PERT RIDERSHIP MONTH OF OCTOBER 2010

WEEK	DATE	PASSENGER COUNT	BUS LINE
***************************************			ORANGE
Friday	1	12	GREEN
Monday	4	15	
Tuesday	5	24	ORANGE
Wednesday	6	11	ORANGE
Thursday	7	14	GREEN
Friday	8	13	ORANGE
Monday	11	10	GREEN
Tuesday	12	25	ORANGE
Wednesday	13	26	ORANGE
Thursday	14	20	GREEN
Friday	15	12	ORANGE
Monday	18	13	GREEN
Tuesday	19	23	ORANGE
Wednesday	20	6	ORANGE
Thursday	21	10	GREEN
Friday	22	17	ORANGE
Monday	25	11	GREEN
Tuesday	26	17	ORANGE
Wednesday	27	16	ORANGE
Thursday	28	11	GREEN
Friday	29	21	ORANGE

TOTAL 327

BUS LINE	ROUTE	DAYS OF OPERATION
GREEN	Prospect / Pamplin	Mondays & Thursdays
ORANGE	Meherrin / Green Bay	Tuesdays, Wednesdays, & Fridays