

PRINCE EDWARD COUNTY
BOARD OF SUPERVISORS

SUPERVISORS
BOARD MEETING

October 13, 2009
7:00 P.M.

A G E N D A

- 7:00 p.m. 1. The Chairman will call the October meeting to order. 1
2. Invocation 1
3. **PUBLIC PARTICIPATION:** *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 4
5. Consent Agenda: 7
- a. Approval of Minutes: September 1, 2009 8
September 8, 2009 12
September 22, 2009 66
- b. Review of Accounts & Claims 73
- c. 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. 99
- d. Erroneous Assessments: Suzanne Brown (\$70.52-Mobile Home Tax) 101
Debra J. Norris (\$237.80-Mobile Home Tax)
- e. FY 2010 Budget Amendments - Sheriff's Department-DMV Highway Safety Grant (\$19,800) 105
- f. FY 2009 Budget Amendments 107
6. Highway Matters 109
7. **PUBLIC HEARING: Amendment to County Zoning Ordinance** -- *The Board will receive citizen input prior to considering amendments to the County Zoning Ordinance to allow "commercial outdoor entertainment facilities" with a special use permit in the County's A-1, Agricultural Conservation Zoning District.* 111
8. **PUBLIC HEARING: Special Use Permit** -- *The Board will receive citizen input prior to considering a request by Charles Puckett for a Special Use Permit to operate a crenatorium on a one acre parcel (Tax Map # 050-A-95), owned by Beatrice C. Hartig and located immediately behind Town & Country Furniture Store, 5301 Farnville Road.* 121
9. **PUBLIC HEARING: PPEA Interim Agreement, Sandy River Reservoir Water Treatment and Distribution Project** -- *The Board will receive citizen input prior to considering approval of an Interim Agreement under the Public-Private Educational Facilities and Infrastructure Act of 2002, as amended (PPEA), which provides for a public-private partnership to provide the County engineering design and construction services for the development of a water treatment facility and water distribution system that would utilize the Sandy River Reservoir as a water supply for the County.* 127

10.	<u>PUBLIC HEARING: Ordinance to Ratify County Ordinance to Consider Petitions to Create Community Development Authorities</u> -- <i>The Board will receive citizen input prior to considering an ordinance ratifying an ordinance adopted February 9, 1999 electing to assume the power to consider petitions for the creation of Community Development Authorities.</i>	159
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County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: October 13, 2009
Item No.: 1 & 2
Department: Board of Supervisors
Staff Contact: W.W. Bartlett
Issue: Call to Order and Invocation

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

Attachments: None.

Recommendation: None.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: **October 13, 2009**
Item No.: **3**
Department: **Board of Supervisors**
Staff Contact:
Issue: **Public Participation**

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

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

Attachments: Proposed Public Input Tracking Log.

Recommendation: Follow up, if needed.

Motion _____	Fore _____	Gilfillan _____	Jones _____
Second _____	McKay _____	Moore _____	Simpson _____
	Ward _____	Wiley _____	

PUBLIC INPUT TRACKING LOG

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



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: October 13, 2009
Item No.: 4
Department: Board of Supervisors
Staff Contact:
Issue: Board of Supervisors Comments

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

Attachments: None.

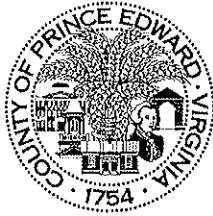
Recommendation: Follow up, if needed.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



County of Prince Edward
Board of Supervisors
Agenda Summary

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

Summary: Board meeting minutes are attached.

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

Recommendation: Approval.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

September 1, 2009

At a special called meeting of the Prince Edward County Board of Supervisors held in the Third Floor Conference Room of the Court House, on Tuesday, the 1st day of September, 2009, at 5:00 p.m., there were present:

William G. Fore, Jr.

Sally W. Gilfillan

Robert M. Jones

Charles W. McKay

James C. Moore

Howard F. Simpson

Lacy B. Ward

Mattie P. Wiley

Also Present: James Ennis, County Attorney; Gloria Freye, McGuire Woods; Randy Allen, Attorney; and Tim Slaydon, Wiley & Wilson.

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

In Re: Closed Session

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

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

After some further discussion, the motion carried:

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

Nay: Lacy B. Ward

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

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

Nay: None

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

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

Nay: None

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

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

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

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

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

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

In Re: Review of Draft Interim Agreement – PPEA Proposal

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

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

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

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

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

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

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

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

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

Absent: Sally W. Gilfillan

the meeting adjourned at 8:23 p.m.

September 8, 2009

At the regular meeting of the Board of Supervisors of Prince Edward County, held at the Court House, thereof, on Tuesday the 8th day of September, 2009; at 7:00 p.m., there were present:

William G. Fore, Jr.

Sally W. Gilfillan

Robert M. Jones

Charles W. McKay

James C. Moore

Howard F. Simpson

Lacy B. Ward

Mattie P. Wiley

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

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

In Re: Public Participation Process

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

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

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

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

In Re: Public Participation

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

In Re: Board of Supervisors Comments

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

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

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

In Re: Consent Agenda

On motion of Supervisor Moore and carried:

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

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

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

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

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

June 2009

Fund balances were as follows:

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

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

Cash accounts were as follows:

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

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

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

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

STATEMENT OF DEPOSITORY BALANCES

Balances as of April 2009:

Checking Accounts:

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

2,590,754.00

Investment Accounts:

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

6,835,126.17

BOARD OF SUPERVISORS

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

COUNTY ADMINISTRATOR

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

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

COMMISSIONER OF REVENUE

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

ASSESSOR

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

TREASURER

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

INFORMATION TECHNOLOGY

Business Data of Virginia, Inc.	Travel expenses		375.00
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REGISTRAR

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

CIRCUIT COURT

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

GENERAL DISTRICT COURT

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

SPECIAL MAGISTRATES

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

CLERK OF THE CIRCUIT COURT

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

LAW LIBRARY

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

COMMONWEALTH'S ATTORNEY

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

VICTIM WITNESS ASSISTANCE PROGRAM

Embarq	Phone		78.00
Sheraton Hotel	Reservation		218.96
VNVWC	Registration		150.00

SHERIFF

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

SHERIFF - COURTS

Michael Jackson	Meal		5.47
Quantum Graphics/Uniforms	Uniforms		77.50

FARMVILLE VOLUNTEER FIRE DEPARTMENT

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

DARLINGTON HEIGHTS VOLUNTEER FIRE DEPARTMENT

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

RICE VOLUNTEER FIRE DEPARTMENT

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

PAMPLIN VOLUNTEER FIRE DEPARTMENT

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

MEHERRIN VOLUNTEER FIRE DEPARTMENT

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

FOREST FIRE PREVENTION

State Forester	Forest fire control	12,040.29
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EMERGENCY SERVICES

Korman Signs	Signs & hardware	547.04
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BUILDING OFFICIAL

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

ANIMAL CONTROL

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

MEDICAL EXAMINER

Treasurer of Virginia	Coroner	40.00
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BIOSOLIDS MONITORING

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

US Cellular	Phone		28.48
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REFUSE DISPOSAL

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

SANDY RIVER RESERVOIR

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

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

	Fuses	9.00	36.32
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CANNERY

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

CHAPTER X BOARD

Crossroad Services Board	Local support		15,660.75
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COMPREHENSIVE SERVICES ACT

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

PLANNING

Samuel R. Coleman	Commission meeting	100.00	
	Mileage	13.20	113.20
Donald B. Gilliam	Commission meeting	100.00	
	Mileage	22.00	122.00
Lee Edward Hicks, Jr.	Commission meeting	100.00	
	Mileage	12.65	112.65
Robert M. Jones	Commission meeting	100.00	
	Mileage	5.50	105.50
Clifford Jack Leatherwood	Commission meeting		100.00
Robert Christopher Mason	Commission meeting	100.00	
	Mileage	9.90	109.90
James Robert Wilck	Commission meeting		100.00

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

ECONOMIC DEVELOPMENT

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

COOPERATIVE EXTENSION OFFICE

Embarq	Phone		96.22
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CAPITAL PROJECTS

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

DEBT SERVICE

Rural Development	Courthouse loan		16,626.00
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LANDFILL CONSTRUCTION FUND

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

Town of Farmville	Infrastructure payment		616,000.00
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SEWER FUND

Dominion Virginia Power	Infrastructure payment		616,000.00
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RETIREMENT BENEFIT FUND

Anthem BCBS	Retiree health insurance		880
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PIEDMONT COURT SERVICES

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

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

PCS SUPERVISION FEES EXPENDITURES

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

PCS DRUG TESTING FEES

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

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

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

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

Supervisor Jones made a motion to deny the donation request from Habitat for Humanity; the motion carried:

Aye:	William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Lacy B. Ward Mattie P. Wiley	Nay: None
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Supervisor Ward suggested that the Board send a letter to Habitat for Humanity in support of the program, and encouraged the Board members to participate as private citizens, and also asked the Board to encourage the public to support the program as well.

In Re: Law Enforcement Supplemental Retirement Rate

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

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

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

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

The motion carried:

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

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

In Re: Highway Matters

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

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

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

In Re: Public Hearing – County Flood Plain Ordinance

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

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

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

Chairman Fore opened the public hearing.

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

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

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

Supervisor Jones made a motion to adopt the amended Floodplain Ordinance; the motion carried:

<p>Aye: William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Lacy B. Ward Mattie P. Wiley</p>	<p>Nay: None</p>
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Article D. Floodplain Districts

Division I General Provisions

Section 54-31. Purpose.

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

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

Section 54-32. Applicability

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

Section 54-33. Compliance Liability

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

Section 54-34. Abrogation and Greater Restrictions

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

Section 54-35 Severability

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

Section 54.36 Penalty for Violations

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

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

Division II Definitions

Section 54.56

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

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

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

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

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

Division III Establishment of Districts

Section 54-76 Basis of Districts

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

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

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

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

Section 54-77 Overlay Concept

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

Section 54-78 Official Floodplain Map

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

Section 54-79 District Boundary Changes

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

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

Section 54-80 Interpretation of District Boundaries

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

Section 54-81 Submitted Technical Data

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

Division IV District Provisions

Section 54-96 Permit and Application Requirements

A. Permit Requirement

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

B. Alteration or Relocation of a Watercourse

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

C. Site Plans and Permit Applications

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

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

Section 54-97 General Standards

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

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

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

Section 54-98 Specific Standards

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

A. Residential Construction

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

B. Non-Residential Construction

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

C. Elevated Buildings

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

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

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

D. Standards for Manufactured Homes and Recreational Vehicles

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

Section 54-100 Standards for the Floodway District

The following provisions shall apply within the Floodway District:

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

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

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

Section 54-102 Standards for the Special Floodplain District

The following provisions shall apply within the Special Floodplain District:

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

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

Section 54-104 Standards for Approximated Floodplain

The following provisions shall apply with the Approximate Floodplain District:

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

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

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

Section 54-108 Standards for Subdivision Proposals

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

DIVISION V - VARIANCES: FACTORS TO BE CONSIDERED

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

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

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

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

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

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

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

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

DIVISION VI – EXISTING STRUCTURES IN FLOODPLAIN AREAS

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

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

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

In Re: PPEA Project Interim Agreement

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

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

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

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

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

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

Further discussion followed.

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

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

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

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

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

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

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

Nay: Lacy B. Ward

INTERIM AGREEMENT

between

THE COUNTY OF PRINCE EDWARD, VIRGINIA

and

CROWDER CONSTRUCTION COMPANY

For

DESIGN AND CONSTRUCTION

of

SANDY RIVER RESERVOIR

WATER TREATMENT AND DISTRIBUTION PROJECT

-

Public-Private Education Facilities and Infrastructure Act of 2002

October , 2009

INTERIM AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DESIGN/BUILDERS SERVICES

Owner's Responsibilities

ARTICLE B1 – FURTHER RESPONSIBILITIES OF OWNER

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

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

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

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

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

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

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

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

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

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

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

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

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

K. Provide, as required for the Project:

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

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

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

M. Additional Owner responsibilities:

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

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

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

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

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

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

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

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

Payments to Design/Builder for Services

Article 4 of the Agreement is supplemented as follows:

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

C4.01 For Basic Services Having a Determined Scope

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

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

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

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

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

Insurance

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

D6.05 Insurance

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

A. By Design/Builder:

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

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

B. By Owner:

1. General Liability:		
General Aggregate:	<u>\$2,000,000</u>	
Each Occurrence (Bodily Injury and Property Damage):	<u>\$1,000,000</u>	
2. Property Damage Liability Insurance:	\$	
3. Property Insurance:	<u>\$1,000,000</u>	
4. Other (specify):	\$	

5. Additional Insureds. The following individuals or entities are to be listed on Owner's policies of insurance as additional insureds as provided in paragraph 6.05.B of the Agreement:

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

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

Proposal Form

ARTICLE E1 – LUMP SUM PROPOSAL

E1.01 General

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

Dispute Resolution

Intentionally Omitted

Allocation of Risks

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

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

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

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

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

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

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

Special Provisions

Intentionally Omitted

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

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

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

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

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

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

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

In Re: IDA Petition for Community Development Authority

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

After some discussion, Supervisor Moore made a motion to acknowledge receipt of the Petition to create the Granite Falls CDA; the motion carried:

Aye:	William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Lacy B. Ward Mattie P. Wiley	Nay: None
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In Re: Ratification of the County's 1999 Ordinance to Consider Petitions

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

Supervisor Gilfillan made a motion to authorize a public hearing for the October 13, 2009 Board of Supervisors meeting to consider ratification of the 1999 enabling ordinance; the motion carried:

Aye:	William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Lacy B. Ward Mattie P. Wiley	Nay: None
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AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF PRINCE EDWARD, VIRGINIA
ELECTING TO ASSUME THE POWER TO CONSIDER PETITIONS
FOR THE CREATION OF COMMUNITY DEVELOPMENT AUTHORITIES

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

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

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

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

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

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

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

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

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

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

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

In Re: Letter of Support

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

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

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

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

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

After some discussion, the motion carried:

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

Nay: Lacy B. Ward

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

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

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

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

Aye:	William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Lacy B. Ward Mattie P. Wiley	Nay: None
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In Re: Amendment to Building Inspection Fee Schedule

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

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

Supervisor Jones made a motion to approve the amended Building Inspection Fee Schedule to include "Occupancy Permits" with a fee of \$75.00. The motion carried:

Aye:	William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Lacy B. Ward Mattie P. Wiley	Nay: None
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PRINCE EDWARD COUNTY
BUILDING PERMIT FEES
EFFECTIVE JULY 1, 2009

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

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

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

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

In Re: County Administrator's Report

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

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

Supervisor McKay made a motion to approve the "Additional Services Task Order 2009-05" as submitted by Wiley & Wilson. The motion carried:

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

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

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

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

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

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

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

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

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

Aye:	William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Mattie P. Wiley	Nay: Lacy B. Ward
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The Board returned to regular session by motion of Supervisor Moore and adopted as follows:

Aye:	William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Lacy B. Ward Mattie P. Wiley	Nay: None
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On motion of Supervisor Moore and carried by the following roll call vote:

Aye:	William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Lacy B. Ward Mattie P. Wiley	Nay: None
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the following Certification of Closed Meeting was adopted in accordance with the Virginia Freedom of Information Act:

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

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

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

In Re: Animal Warden's Report

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

In Re: Building Official's Report

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

In Re: Cannery

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

In Re: Financial Report from Prince Edward County Schools

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

In Re: PERT Ridership Report

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

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

Aye:	William G. Fore, Jr. Sally W. Gilfillan Robert M. Jones Charles W. McKay James C. Moore Howard F. Simpson Lacy B. Ward Mattie P. Wiley	Nay: None
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the meeting was adjourned at 9:35 p.m.

September 22, 2009

At a special called meeting of the Prince Edward County Board of Supervisors held at the Court House, on Tuesday, the 22nd day of September, 2009, at 1:00 p.m., there were present:

William G. Fore, Jr.

Sally W. Gilfillan

Robert M. Jones

Charles W. McKay

James C. Moore

Howard F. Simpson

Lacy B. Ward

Mattie P. Wiley

Also Present: Sarah Elam Puckett, Assistant County Administrator; and James Ennis, County Attorney.

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

In Re: Agreement Regarding Sewer Lines at The Manor Resort

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

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

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

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

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

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

Further discussion followed.

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

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

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

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

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

Aye: Lacy B. Ward

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

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

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

Nay: Lacy B. Ward

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

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

WITNESSETH

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

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

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

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

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

**ARTICLE 1
DEFINITIONS**

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

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

**ARTICLE 2
AGREEMENT**

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

WITNESS the following signature and seals

BOARD OF SUPERVISORS OF THE COUNTY
OF PRINCE EDWARD, VIRGINIA

Chairman , Board of Supervisors

ATTEST

Clerk

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

Michael Heffernan, Manager

ATTEST

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

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

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

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

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

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

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

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

Aye: Lacy B. Ward

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

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

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

Nay: Lacy B. Ward

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

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

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

Nay: None

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



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: October 13, 2009
Item No.: 5-b
Department: Accounts Payable
Staff Contact: Barbara Poulston
Issue: Consent Agenda – Review of Accounts & Claims

Summary:

Attachments: Bill List

Recommendation: None.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

FUND NO.	DESCRIPTION	\$\$\$ PAY \$\$\$
100	GENERAL FUND	\$.98
105	FORFEITED ASSETS FUND	\$530.00
100	GENERAL FUND	\$321,888.98
105	FORFEITED ASSETS FUND	\$22,355.00
135	PUBLIC/PRIVATE EDUCATION ACT FUND	\$1,057.75
501	WATER FUND	\$102.42
502	SEWER FUND	\$28.97
732	RETIREMENT BENEFIT FUND	\$1,196.00
741	PIEDMONT COURT SERVICES FUND	\$2,476.76
	TOTAL	349,636.86

AP375H
9/30/2009
FUND # - 100 GENERAL FUND

PRINCE EDWARD
LISTING OF INVOICES FOR 9/17/2009 -- 9/30/2009

AFTER CHECKS
PAGE 1

MAJOR# ACCT# 000200	VENDOR NUMBER LIBILITIES	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
1002	31564	Sales Tax Collected/Payab VA DEPT OF TAXATION	AUG 09	STATE SALES TAX	.98
				ACCOUNT TOTAL	.98 *
				MAJOR TOTAL	.98 **
				FUND TOTAL	.98

AP375H
9/30/2009
FUND # - 105 FORFEITED DRUG ASSET FUND

PRINCE EDWARD
LISTING OF INVOICES FOR 9/17/2009 -- 9/30/2009

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PAGE 2

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
000200	LIABILITIES				
0030	999999	State Seized Assets DEPT OF CRIMINAL JUSTICE	09 FS09016	SEIZED ASSETS	530.00
				ACCOUNT TOTAL	530.00 *
				MAJOR TOTAL	530.00 **
				FUND TOTAL	530.00

AP375H
9/30/2009
FUND # - 100 GENERAL FUND

PRINCE EDWARD
LISTING OF INVOICES FOR 9/17/2009 -- 9/30/2009

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MAJOR# ACCT# 011010	VENDOR NUMBER BOARD OF SUPERVISORS	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5530	11894	Travel-Subsistence & Lodg BUSINESS CARD	1412 PUCKETT909	MEALS	129.25 129.25 * 129.25 **
012110	COUNTY ADMINISTRATOR				
5210	11894 25483	Postal Services BUSINESS CARD PITNEY BOWES FINANCL SERV	1412 PUCKETT909 6804124 SP09	POSTAGE POSTAGE METER LEASE	1,320.00 87.00 1,407.00 *
5230	10097 28711 30439	Telecommunications AT&T EMBARQ US CELLULAR	392 8837 909 392 8837 909 81642183 909	PHONE PHONE PHONE	187.51 469.19 111.25 767.95 *
5530	11894	Travel-Subsistence & Lodg BUSINESS CARD	1412 PUCKETT909	MEALS	135.62 135.62 *
6001	11894 11902 11902 13369 20600 20600 20600 20600 27181 27181	Office Supplies BUSINESS CARD BUSINESS DATA OF VA, INC. BUSINESS DATA OF VA, INC. DIAMOND SPRINGS KEY OFFICE SUPPLY KEY OFFICE SUPPLY KEY OFFICE SUPPLY KEY OFFICE SUPPLY RELIABLE RELIABLE	1412 PUCKETT909 103786 103787 11393100 909 365631 365634 365958 366780 BN447500 BN447501	ENVELOPES NORTON ANTI-VIRUS NORTON ANTI-VIRUS WATER & EQUIP RENTAL COPY PAPER COPY PAPER TABLETS OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	174.60 49.95 49.95 15.70 165.16 85.38 17.78 22.04 65.31 10.39 123.93 780.19 *
6008	29332	Vehicle & Powered Equip F TOWN OF FARMVILLE	97 909	GAS	79.88 79.88 *
6012	22210 22210	Books and Subscriptions MATTHEW BENDER & CO INC MATTHEW BENDER & CO INC	91161924 91675359	09 REPL VOLS 7A & 7B ADMIN LAW APPDX 09ED	101.46 33.47 134.93 * 3,305.57 **
012240	INDEPENDENT AUDITOR				
3120	27715	Accountings & Auditing Se ROBINSON FARMER COX ASSOC	65102COST AL909	COST ALLOCATION PLAN	3,500.00 3,500.00 * 3,500.00 **

MAJOR# ACCT# 012310	VENDOR NUMBER COMMISSIONER OF REVENUE	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
3320	20600	Maintenance Service Contr	23269	CREDIT	205.00-
	20600	KEY OFFICE SUPPLY	366184	COPIER SERV CONTRACT	535.00
				ACCOUNT TOTAL	330.00 *
5230	10097	Telecommunications	392 3231 909	PHONE	62.65
	13325	AT&T	T210558	ONLINE SERVICE	125.38
	23933	TREASURER OF VIRGINIA	141147315 909	INTERNET	20.44
	28711	NTELOS	392 3231 909	PHONE	203.50
		EMBARQ		ACCOUNT TOTAL	411.97 *
5540	12752	Travel-Convention & Educa	TRAINING 909	REGISTRATIONS	250.00
		COMMISSIONER OF REV ASSOC		ACCOUNT TOTAL	250.00 *
6001	20600	Office Supplies	366745	DATA BINDERS	23.92
		KEY OFFICE SUPPLY		ACCOUNT TOTAL	23.92 *
				MAJOR TOTAL	1,015.89 **
012410	TREASURER				
3170	14691	Land Sale Expense	SEPT 15 09	DELINQUENT LND SALES	1,448.25
		ELLIOTT JAMES W ATTY		ACCOUNT TOTAL	1,448.25 *
3320	12762	Maintenance Service Contr	MC0000148916	MAINTENANCE CONTRACT	1,075.35
	20600	COMPUTERPLUS SALES/SERVIC	362054CR	CREDIT	173.00-
	20600	KEY OFFICE SUPPLY	366597	TYPEWR SERV CONTRCT	130.00
	20600	KEY OFFICE SUPPLY	366598	TYPEWR SERV CONTRCT	130.00
	20600	KEY OFFICE SUPPLY	366600	PRINTER SERV CONTRCT	199.00
	25281	KEY OFFICE SUPPLY	18176	MAINTENANCE CONTRACT	329.60
		PAYMASTER TECHNOLOGIES		ACCOUNT TOTAL	1,690.95 *
5210	22058	Postal Services	60591	POSTAGE-RE NOTICES	2,989.80
	22058	M&W PRINTERS INC	60706	POSTAGE	3,992.76
				ACCOUNT TOTAL	6,982.56 *
5230	10097	Telecommunications	392 3454 909	PHONE	85.68
	10099	AT&T	392 3454 909	PHONE	34.54
	13325	TREASURER OF VIRGINIA	C036294	ONLINE SERVICE	8.19
	13325	TREASURER OF VIRGINIA	T210558	ONLINE SERVICE	125.38
	28711	EMBARQ	392 3454 909	PHONE	225.26
				ACCOUNT TOTAL	479.05 *
5810	23164	Dues & Association Member	DUES 909	DUES	60.00
		NACCTFO		ACCOUNT TOTAL	60.00 *
6001	11902	Office Supplies	103750	NORTON ANTI-VIRUS	49.95
		BUSINESS DATA OF VA, INC.			

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
6012	22210	Books & Subscriptions MATTHEW BENDER & CO INC	90813758	VA TAXATION CODE BK	1,704.44 *
012510		INFORMATION TECHNOLOGY			57.47 *
3160		Professional Services			57.47 *
	11902	BUSINESS DATA OF VA, INC.	103750	TRAVEL EXPENSE	125.00
	11902	BUSINESS DATA OF VA, INC.	103761	TRAVEL EXPENSE	125.00
	11902	BUSINESS DATA OF VA, INC.	103772	MONTHLY CONTRACT	2,800.00
	11902	BUSINESS DATA OF VA, INC.	103777	TRAVEL EXPENSE	125.00
	11902	BUSINESS DATA OF VA, INC.	103786	TRAVEL EXPENSE	125.00
	11902	BUSINESS DATA OF VA, INC.	103787	TRAVEL EXPENSE	125.00
	11902	BUSINESS DATA OF VA, INC.	103788	TRAVEL EXPENSE	125.00
	11902	BUSINESS DATA OF VA, INC.	103815	TRAVEL EXPENSE	125.00
3320		Maintenance Service			3,675.00 *
	11537	BAI MUNICIPAL SOFTWARE	WATS201052-1	TECHNICAL SUPPORT	7,525.00
	12762	COMPUTERPLUS SALES/SERVIC	MC0000148774	MAINTENANCE CONTRACT	270.00
013200		REGISTRAR			7,795.00 *
5210	30550	Postal Services U S POSTAL SERVICE	BOX RENT 909	BOX RENT	110.00
5230	10099	Telecommunications AT&T	392 4767 909	PHONE	46.87
	13325	TREASURER OF VIRGINIA	T210558	ONLINE SERVICE	3.25
	28711	EMBARQ	392 4767 909	PHONE	146.07
021100		CIRCUIT COURT			196.19 *
5230	10097	Telecommunications AT&T	392 5171 909	PHONE	306.19 **
				ACCOUNT TOTAL	110.00
				MAJOR TOTAL	110.00 *
				ACCOUNT TOTAL	46.87
				MAJOR TOTAL	3.25
				ACCOUNT TOTAL	146.07
				MAJOR TOTAL	196.19 *
				ACCOUNT TOTAL	306.19 **
				MAJOR TOTAL	306.19 **

AP375H
9/30/2009
FUND # - 100 GENERAL FUND

PRINCE EDWARD
LISTING OF INVOICES FOR 9/17/2009 -- 9/30/2009

AFTER CHECKS
PAGE 6

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INVT#	DESCRIPTION	AMOUNT
021200	28711	EMBARQ	392 5171 909	PHONE	173.91
					245.00 *
				ACCOUNT TOTAL	245.00 **
				MAJOR TOTAL	
5230	10097	AT&T	392 3623 909	PHONE-JUV PROB	243.12
	10099	AT&T	392 3343 909	PHONE-J&D	146.38
	10099	AT&T	392 4024 909	PHONE-GEN DIST COURT	148.71
	28711	EMBARQ	392 3343 909	PHONE-J&D	78.51
	28711	EMBARQ	392 3623 909	PHONE-JUV PROB	103.96
	28711	EMBARQ	392 4024 909	PHONE-GEN DIST COURT	300.28
	30439	US CELLULAR	816442183 909	PHONE	28.48
				ACCOUNT TOTAL	1,049.44 *
				MAJOR TOTAL	1,049.44 **
021300		SPECIAL MAGISTRATES			
5230	10099	AT&T	392 3750 909	PHONE	181.37
	13325	TREASURER OF VIRGINIA	T210558	PAGER RENTAL	16.36
	28711	EMBARQ	392 3750 909	PHONE	87.69
				ACCOUNT TOTAL	285.42 *
				MAJOR TOTAL	285.42 **
021600		CLERK OF THE CIRCUIT COURT			
3310	18913	Repairs/Maintenance INTERNATIONAL LAND SYSTEMS	PRI001#80110.26	REPLACEMENT BATTERY	57.74
					57.74 *
5230	10097	Telecommunications	392 5145 909	PHONE	141.82
	28711	EMBARQ	392 5145 909	PHONE	272.73
				ACCOUNT TOTAL	414.55 *
6001	12267	Office Supplies CASKIE GRAPHICS INC	24043	CASEBINDERS	546.06
	12267	CASKIE GRAPHICS INC	24055	CASEBINDERS	278.36
	12267	CASKIE GRAPHICS INC	24056	FOLDERS	637.39
				ACCOUNT TOTAL	1,461.81 *
6012	18666	Books and Subscriptions IMAGE GRAPHICS INC	FY2010-211	FILM	1,270.00
					1,270.00 *
				ACCOUNT TOTAL	3,204.10 **
021800		LAW LIBRARY			
5230	10099	Telecommunications	315 0208 909	DATALINE	34.54

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INVT#	DESCRIPTION DATA LINE	AMOUNT
6012	28711	EMBARQ	315 0208 909		66.79 *
		Books and Subscriptions			
	21761	LEXISNEXIS	0908102770	ONLINE SERVICE	207.00
	22210	MATTHEW BENDER & CO INC	9119122X	09 REPL VOLS 7A & 7B	101.46
	22210	MATTHEW BENDER & CO INC	91686105	VA ADMIN LAW APPDX	33.47
				ACCOUNT TOTAL	341.93 *
				MAJOR TOTAL	408.72 **
022100		COMMONWEALTH'S ATTORNEY			
5210	12364	Postal Services CHARLTON CECELIA	EXPENSES 909	POSTAGE	7.69 *
5230		Telecommunications			
	10099	AT&T	392 1902 909	PHONE	315.52
	20904	KINEX NETWORKING SOLUTION	090914 0014	INTERNET	49.95
	28711	EMBARQ	392 1902 909	PHONE	274.21
				ACCOUNT TOTAL	639.68 *
5810	21775	Dues & Association Member LGA OF VA, INC	FY10-119	DUES	320.00
				ACCOUNT TOTAL	320.00 *
5899	15240	Miscellaneous FARMVILLE HERALD	COMM ATTY 909	ADVERTISING	146.25
				ACCOUNT TOTAL	146.25 *
6001	20600	Office Supplies KEY OFFICE SUPPLY	365034	APPOINTMENT BOOKS	77.94
	20600	KEY OFFICE SUPPLY	365358	COMPUTER RAM	240.00
				ACCOUNT TOTAL	317.94 *
6012	22210	Books and Subscriptions MATTHEW BENDER & CO INC	91168384	CODE REPL VOLS 7A/7B	205.94
				ACCOUNT TOTAL	205.94 *
6040	11894	ADP Equipment BUSINESS CARD	1412 PUCKETT909	COMPUTER MEMORY	231.49
	11894	BUSINESS CARD	1412 PUCKETT909	CREDIT	154.64-
				ACCOUNT TOTAL	76.85 *
				MAJOR TOTAL	1,714.35 **
022200		VICTIM WITNESS ASSISTANCE PROGRAM			
5230	28711	Telecommunications EMBARQ	315 0065 909	PHONE	75.93
				ACCOUNT TOTAL	75.93 *
5510	28060	Travel-Mileage SAMS CINDY	EXPENSES 909	MILEAGE	73.70
				ACCOUNT TOTAL	73.70 *
5530	28060	Travel-Subsistence & Lodg SAMS CINDY	EXPENSES 909	MEAL	21.06
				ACCOUNT TOTAL	21.06 *

MAJOR# ACCT# 5810	VENDOR NUMBER 23168	VENDOR NAME NCVC	INV# DUES 909	DESCRIPTION DUES	AMOUNT 95.00
031200	SHERIFF				95.00 *
				ACCOUNT TOTAL	95.00 *
				MAJOR TOTAL	265.69 **
3110	32131	Animal Care/Services WAL-MART COMMUNITY	2117 SHERIFF909	DOG SUPPLIES	32.20
				ACCOUNT TOTAL	32.20 *
3311	12758	Repairs & Maint-Auto & Eq COMMTRONICS OF VA	189542	LIGHTBAR REPAIR	219.56
	14300	EAST END MOTOR CO INC	52931	AIR FLOW SENSOR	371.03
	14300	EAST END MOTOR CO INC	53318	THERMOSTAT & GASKET	169.20
	14300	EAST END MOTOR CO INC	53334	OIL CHANGE	61.01
	14300	EAST END MOTOR CO INC	53379	INSTALL RADIO BOX	81.30
	14300	EAST END MOTOR CO INC	53590	INSPECT/REPAIR FAN	259.38
	20323	KENBRIDGE TIRE & AUTO	50461	CALIBRATIONS	125.00
	20323	KENBRIDGE TIRE & AUTO	50473	CALIBRATIONS	50.00
	20323	KENBRIDGE TIRE & AUTO	50479	CALIBRATION	25.00
	20323	KENBRIDGE TIRE & AUTO	50498	CALIBRATION	25.00
	23726	NEWMAN TIRE CO INC	171606	ALIGNMNT/FLAT REPAIR	52.83
				ACCOUNT TOTAL	1,439.31 *
3312	20904	Repairs & Maintenance-Off KINEX NETWORKING SOLUTION	090821 0077	HRD DRIVE/RESTR DATA	200.00
				ACCOUNT TOTAL	200.00 *
5210	11894	Postal Services BUSINESS CARD	0555 SHERIFF909	POSTAGE	14.34
	30402	UPS	RY9495359	SHIPPING	10.35
	30666	U S POSTAL SERVICE	BOX 414 RENT909	BOX RENT	70.00
	999999	CUMMINGS BRANDON	POSTAGE 909	POSTAGE	2.75
				ACCOUNT TOTAL	97.44 *
5230	10099	Telecommunications AT&T	392 8101 909	PHONE	592.30
	20904	KINEX NETWORKING SOLUTION	090901 0026	DSL/WEBHOSTING	139.85
	28711	EMBARQ	024 0031 909	RADIO	10.36
	28711	EMBARQ	392 6730 909	PHONE	30.05
	28711	EMBARQ	392 8101 909	PHONE	433.12
	28728	EMBARQ COMMUNICATIONS INC	1000121124 909	PHONE	40.22
	30439	US CELLULAR	828371319 909	PHONE	67.91
	30439	US CELLULAR	918210747 909	PHONE	759.36
				ACCOUNT TOTAL	2,073.17 *
5510	15942	Travel-Mileage FRANKLIN MARGIE	MILEAGE 909	MILEAGE	123.20
				ACCOUNT TOTAL	123.20 *
5530	11894	Travel-Subsistence & Lodg BUSINESS CARD	0555 SHERIFF909	MEALS	17.53
	15944	FRANKLIN LARRY	EXPENSES 909	MEAL	6.57
	32600	WILMOTH DAVID	EXPENSES 909	MEALS	43.84

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5540	11894	Travel-Convention and Edu BUSINESS CARD	0555 SHERIFF909	MEAL	3.81
				REGISTRATION	71.75 *
6001	13369	Office Supplies DIAMOND SPRINGS	27961300 909	EQUIP RENTAL & WATER	225.00
	20600	KEY OFFICE SUPPLY	23180	CREDIT	225.00 *
	20600	KEY OFFICE SUPPLY	364121	DVD DISK	64.90
	20600	KEY OFFICE SUPPLY	364122	CD'S	21.49-
	20600	KEY OFFICE SUPPLY	364698	INK CARTRIDGES	21.49
	20600	KEY OFFICE SUPPLY	364989	INK CARTRIDGE	20.62
	20600	KEY OFFICE SUPPLY	365265	3 RING BINDER	45.98
	20600	KEY OFFICE SUPPLY	365331	PARTITION FOLDER	67.96
	20600	KEY OFFICE SUPPLY	365332	FOLDERS	6.69
	28757	STAPLES BUSINESS ADVANTAG	8013228956	TONER/DVD'S/PLANNERS	130.16
	28757	STAPLES BUSINESS ADVANTAG	8013335341	CREDIT	23.57
6008	29332	Vehicle & Powered Equip F TOWN OF FARMVILLE	97 909	GAS	1,779.83
6009	12758	Vehicle & Powered Equip S COMTRONICS OF VA	189565	LIGHT POWER SUPPLY	2,044.56 *
	14300	EAST END MOTOR CO INC	53417	BATTERY	575.25
	14300	EAST END MOTOR CO INC	53592	BATTERY	68.83
	23726	NEWMAN TIRE CO INC	170884	TIRES	121.72
	23726	NEWMAN TIRE CO INC	171263	TIRES	254.68
	31473	VA COMMUNICATIONS	14229	CAMERA CABLE	408.00
6010	11894	Police Supplies BUSINESS CARD	0555 SHERIFF909	CAMERA	118.50
	15380	FARMVILLE PRINTING	SHERIFF 909	COLOR COPIES	1,546.98 *
	15656	FIRE & SAFETY EQUIP CO	25512	RECHARGE EXTINGUISHR	371.36
	22590	MOORE MEDICAL LLC	95833595 RI	CPR MASKS/GLOVES	10.68
	27139	RAYBOLD STUART	EXPENSES 909	RADIO BATTERIES	54.95
	32131	WAL-MART COMMUNITY	2117 SHERIFF909	PHOTO PROCESSING	629.80
6011	26360	Uniforms & Wearing Appare QUANTUM GRAPHICS/UNIFORMS	4391	HATS	115.70
	26360	QUANTUM GRAPHICS/UNIFORMS	4433	UNIFORMS	89.41
	28592	SOUTHERN POLICE EQUIP CO	131724	BOOTS	1,271.90 *
	28592	SOUTHERN POLICE EQUIP CO	132108	SHOES	146.75
	28592	SOUTHERN POLICE EQUIP CO	132212	BADGE	111.35
6012	22210	Books & Subscriptions MATTHEW BENDER & CO INC	90229657	VA CODE 2009 RV8A	114.00
8203	30470	Communications Equipment USA MOBILITY WIRELESS INC	S0638317H	PAGER RENTAL	51.50
				ACCOUNT TOTAL	55.98
				ACCOUNT TOTAL	479.58 *
				ACCOUNT TOTAL	54.71
				ACCOUNT TOTAL	54.71 *
				ACCOUNT TOTAL	82.68
				ACCOUNT TOTAL	82.68 *
				MAJOR TOTAL	16,669.86 **

MAJOR#	ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
7003	032200	Payment to Prospect VFD				
		12024	C W WILLIAMS	514550	THERMAL IMAGE CAMERA	7,312.00
		12430	CHESTERFIELD INSURERS	39807	ACCIDENT/HEALTH INS	5,883.00
		16658	GOODMAN TRUCK & TRACTOR	91849	OIL CHG/ANTIFREEZE	414.04
		28431	SINGER ASSOC FIRE EQUIP	ROS0428P	LIGHT	20.27
		31368	VFIS	858830	PACKAGE INSURANCE	2,261.00
		31368	VFIS	858962	AUTO INSURANCE	3,200.00
		31368	VFIS	858976	COMMERCL EXCESS INS	375.00
					ACCOUNT TOTAL	19,465.31 *
7004		Payment to Darlington VFD				
		22502	STELLAR ONE BANK	0467949058 #50	LOAN PAYMENT	501.50
		28640	SOUTHSIDE ELECTRIC COOP	38156 001 909	ELECTRIC SERVICE	510.94
		31335	VERIZON	248 6805 909	PHONE	134.49
					ACCOUNT TOTAL	1,146.93 *
7006		Payment to Pamplin VFD				
		10291	AMELIA OVERHEAD DOORS	56972	DOOR REPAIR/SPRINGS	411.00
		25200	PAMPLIN VOL FIRE DEPT	REIMB CK 3108	PHONE	61.89
		25200	PAMPLIN VOL FIRE DEPT	REIMB CK 3109	FUEL	184.17
		31335	VERIZON	248 6100 909	PHONE	66.17
		31335	VERIZON	248 6690 909	PHONE	50.04
		31846	DOMINION VA POWER	4743517221 909	ELECTRIC SERVICE	222.56
		31846	DOMINION VA POWER	6280980001 909	ELECTRIC SERVICE	36.02
					ACCOUNT TOTAL	1,031.85 *
					MAJOR TOTAL	21,644.09 **
032300		AMBULANCE AND RESCUE SERVICES				
		25880	Prince Edward Rescue Squa	09-10 SUPPRT2/4	09-10 SUPPORT	15,000.00
			PRINCE EDWARD VOL RESCUE			15,000.00 *
					ACCOUNT TOTAL	15,000.00 *
7008		Meherrin Rescue Squad				
		22349	MEHERRIN FIRE & RESCUE	09-10 SUPPRT2/4	09-10 SUPPORT	2,500.00
						2,500.00 *
					ACCOUNT TOTAL	17,500.00 **
032500		EMERGENCY SERVICES				
		29280	Professional Service E-91	126491	SYSTEM MAINTENANCE	685.00
			TIMMONS GROUP			685.00 *
		21005	Other Operating Supplies	220313	SIGNS & HARDWARE	654.19
			KORMAN SIGNS			654.19 *
					ACCOUNT TOTAL	1,339.19 **
					MAJOR TOTAL	1,339.19 **
033200		REGIONAL JAIL & DETENTION				
		14933	Purchase of Services - Ja	41397	ELECTRONIC MONITORIN	570.00
			FAMILY PRESERVATION SERV			

MAJOR# ACCT#	VENDOR NUMBER NAME	INV#	DESCRIPTION	AMOUNT
7001	25375 PIEDMONT RGNL JUVENILE	865	JUVENILE DETENTION	6,525.00
	25380 Piedmont Regional Jail-Pe PIEDMONT REGIONAL JAIL	679	INMATE PER DIEM	7,095.00 *
			ACCOUNT TOTAL	3,973.20
			ACCOUNT TOTAL	3,973.20 *
			MAJOR TOTAL	11,068.20 **
034100	BUILDING OFFICIAL			
5230	30439 Telecommunications US CELLULAR	816442183 909	PHONE	44.24
			ACCOUNT TOTAL	44.24 *
5540	21498 Travel-Convention & Educa LEATHERWOOD COY	EXPENSES 909	MTG REGISTRATION	15.00
			ACCOUNT TOTAL	15.00 *
6008	29332 Vehicle & Powered Equip F TOWN OF FARMVILLE	97 909	GAS	161.14
			ACCOUNT TOTAL	161.14 *
			MAJOR TOTAL	220.38 **
035100	ANIMAL CONTROL			
3311	15150 Repairs & Maint-Auto & Po FARMVILLE AUTO PARTS	16044	OIL/FILTER/BRAKE PAD	223.26
			ACCOUNT TOTAL	223.26 *
5110	31844 Electrical Services DOMINION VA POWER	0890745003 909	ELECTRIC SERVICE	85.14
			ACCOUNT TOTAL	85.14 *
5230	28711 Telecommunications EMBARQ	223 7310 909	PHONE	31.63
	30439 US CELLULAR	816442183 909	PHONE	90.74
			ACCOUNT TOTAL	122.37 *
5821	Coyote Bounties			
	999999 SPATES GERRY	COYOTE 909	BOUNTY	50.00
	999999 WOMACK GARY	COYOTE 909	BOUNTY	50.00
	999999 ADAMS JOHN	COYOTE 909A	BOUNTY	50.00
	999999 ADAMS JOHN	COYOTE 909B	BOUNTY	100.00
	999999 DICKHOFF GEORGE	COYOTE 909B	BOUNTY	50.00
	999999 SMITH NATHAN	COYOTE 909B	BOUNTY	50.00
			ACCOUNT TOTAL	350.00 *
6002	Supplies for Shelter			
	15910 FOSTER RAY	EXPENSES 909	DISHPANS	4.20
	32131 WAL-MART COMMUNITY	2238 CO ADM 909	FOOD & LITTER	229.26
			ACCOUNT TOTAL	233.46 *
6008	29332 Vehicle & Powered Equip F TOWN OF FARMVILLE	97 909	GAS	437.93
			ACCOUNT TOTAL	437.93 *
			MAJOR TOTAL	1,452.16 **

MAJOR# ACCT# 035300	VENDOR NUMBER NAME MEDICAL EXAMINER	INVOICE#	DESCRIPTION	AMOUNT
3110	Professional Health Serv 29459 TREASURER OF VIRGINIA 29459 TREASURER OF VIRGINIA	NIEDERBROCK E O'NEAL RUSSELL	CORONER CORONER	20.00 20.00 40.00 * 40.00 **
036100	BIOSOLIDS MONITORING			
3311	Repairs & Maint-Auto & Eq 29925 TRI-COUNTY FORD-MERCURY	79751	VEHICLE REPAIRS	595.50 595.50 *
5230	Telecommunications 29339 TOOMBS MANUEL H JR 30439 US CELLULAR	EXPENSES 909 816442183 909	PHONE PHONE	24.67 37.24 61.91 *
6008	Vehicle & Powered Equip F 29332 TOWN OF FARMVILLE	97 909	GAS	319.01 319.01 * 976.42 **
042300	REFUSE DISPOSAL			
3160	Professional Services 27191 RESOURCE INTERNATIONAL 27191 RESOURCE INTERNATIONAL 999999 AIR WATER & SOIL LABS INC	35175 35176 INR0909249	MISC WORK TASKS MRF ASSESSMENT LEACHATE SAMPLE	2,204.49 58.00 13.00 2,275.49 *
3310	Repairs/Maintenance 28596 SOUTHERN STATES 31202 VANEPS RONALD 999999 AMERICAN ELECTRIC MOTORS	7318 EXPENSES 909 13975	GRASS SEED GATE WHEEL 10 HP MOTOR	81.50 19.99 878.00 979.49 *
3311	Repairs & Maint-Auto & Eq 15150 FARMVILLE AUTO PARTS 19033 JIMMY'S SERVICECENTER 19033 JIMMY'S SERVICECENTER	16652 SEPT 10 09 SEPT 10 09	TARP STRAPS ANTIFREEZE TRUCK MAINTENANCE	21.61 58.76 1,229.43 1,309.80 *
3840	Contract Landfill - POS 10811 ARENA TRUCKING COMPANY 27191 RESOURCE INTERNATIONAL	SEPT 09 35134	TRASH COLLECTION GROUNDWTR MONITORING	415.00 19,053.96 19,468.96 *
3841	Purchase of Serv - Recycli 14723 EMANUEL TIRE OF VIRGINIA 14723 EMANUEL TIRE OF VIRGINIA 28866 STEPS, INC	462194 462245 AUG 09	TIRE RECYCLING TIRE RECYCLING RECYCLING FEE	576.00 1,479.00 455.36 2,510.36 *
5110	Electrical Services 28640 SOUTHSIDE ELECTRIC COOP	114379 001 909	DH SITE	52.31

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5230	28540	SOUTHSIDE ELECTRIC COOP	114379 003 909	SOUTH SITE	78.27
	31844	DOMINION VA POWER	5181167213 909	LEACHATE PUMP	264.60
	31844	DOMINION VA POWER	8970737501 909	SCALEHOUSE	35.86
	31846	DOMINION VA POWER	0599507431 909	RICE SITE	33.98
	31846	DOMINION VA POWER	0670040567 909	CELL C PUMP STATION	18.98
	31846	DOMINION VA POWER	1144204110 909	GREEN BAY SITE	46.17
	31846	DOMINION VA POWER	7471653571 909	WORSHAM SITE	28.72
	31846	DOMINION VA POWER	8601161519 909	PROSPECT SITE	56.08
	31846	DOMINION VA POWER	9176847250 909	LANDFILL SITE	28.38
				ACCOUNT TOTAL	643.35 *
	10097	Telecommunications	392 3675 909	PHONE	34.52
	10099	AT&T	223 1595 909	PHONE	56.07
	10099	AT&T	392 9223 909	PHONE	42.19
	10099	AT&T	574 4166 909	PHONE	43.03
	10099	AT&T	767 2769 909	PHONE	34.54
	28711	EMBARQ	223 1595 909	PHONE	39.11
	28711	EMBARQ	391 3442 909	PHONE	31.56
	28711	EMBARQ	392 3675 909	PHONE	44.81
	28711	EMBARQ	392 9223 909	PHONE	40.51
	28711	EMBARQ	574 4166 909	PHONE	41.61
	28711	EMBARQ	767 2769 909	PHONE	40.64
	30439	US CELLULAR	816442183 909	PHONE	32.73
	31335	VERIZON	248 5696 909	PHONE	63.98
	31335	VERIZON	736 2828 909	PHONE	66.81
				ACCOUNT TOTAL	612.11 *
5440	28869	Portable Toilet Rental	435	MONTHLY SERVICE	662.50
				ACCOUNT TOTAL	662.50 *
6008	29332	Vehicle & Powered Equip F TOWN OF FARMVILLE	97 909	GAS	1,249.52
				ACCOUNT TOTAL	1,249.52 *
6009	15150	Vehicle & Powered Equip S FARMVILLE AUTO PARTS	16825	CLEANR/HYDRAULIC FLD	24.68
				ACCOUNT TOTAL	24.68 *
				MAJOR TOTAL	29,736.26 **
042610	SANDY RIVER RESERVOIR				
3310	25440	Repairs/Maintenance PIEDMONT SOIL & WATER	#12 MOWING 909	MOWING DAM #12	2,400.00
				ACCOUNT TOTAL	2,400.00 *
				MAJOR TOTAL	2,400.00 **
043200	GENERAL PROPERTIES				
3310	22322	Repairs/Maintenance MCQUAY INTERNATIONAL	11197	CHILLR MAINT CONTRCT	2,350.50
	24086	OK TERMITE & PEST CONTROL	SEPT 23 09	EXTERMINATING SERVIC	150.00
				ACCOUNT TOTAL	2,500.50 *

MAJOR# ACCT# 5110	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
	28640	Electrical Services SOUTHSIDE ELECTRIC COOP	114379 002 909	SRR LIGHTS	30.93
	31844	DOMINION VA POWER	1230385005 909	ROY CLARK MONUMENT	16.77
	31844	DOMINION VA POWER	2786281903 909	COURTHOUSE	11,613.85
	31844	DOMINION VA POWER	9670710004 909	SHOP	25.60
	31846	DOMINION VA POWER	4951935099 909	SHERIFF DEPT SHED	5.50
	31846	DOMINION VA POWER	5856894620 909	WORSHAM CLERK OFFICE	26.09
	31846	DOMINION VA POWER	8105475944 909	AG BLDG	921.58
				ACCOUNT TOTAL	12,640.32 *
5130	29332	Water & Sewer TOWN OF FARMVILLE	AG BLDG 909	WATER & SEWER	126.55
	29332	TOWN OF FARMVILLE	CH IRRIG 909	WATER	77.32
				ACCOUNT TOTAL	203.87 *
5230	10099	Telecommunications AT&T	223 8665 909	PHONE	34.53
	28711	EMBARQ	024 0033 909	LINE TO HOSPITAL	7.97
	28711	EMBARQ	223 8665 909	PHONE	47.31
	28711	EMBARQ	392 1943 909	PHONE	63.62
	30439	US CELLULAR	816442183 909	PHONE	96.45
				ACCOUNT TOTAL	249.88 *
5440	28869	Portable Toilet Rental STIFF O O INC	435	MONTHLY SERVICE	100.00
				ACCOUNT TOTAL	100.00 *
6005	10719	Janitorial Supplies ARAMARK UNIFORM SERVICES	72304002 909	CLEANING SUPPLIES	228.52
	17312	HANDI-CLEAN PRODUCTS INC	SI 99799	GLASS CLEANER	130.42
	21811	LOWE'S	905959	TRASH CAN & DOLLY	71.19
	21811	LOWE'S	909828	CLEANING SUPPLIES	116.53
	32550	WILCO INC.	1224405 01	JANITORIAL SUPPLIES	2,100.20
				ACCOUNT TOTAL	2,646.86 *
6007	12128	Repairs and Maintenance S CARPET HOUSE	119780	CELLING TILE	400.00
	13369	DIAMOND SPRINGS	11393100 909	WATER & EQUIP RENTAL	15.70
	15150	FARMVILLE AUTO PARTS	16845	TOOL MAT	4.47
	21811	LOWE'S	902604	PRIMER/PAINT SPPLIES	71.86
	21811	LOWE'S	902721	CONCRETE CAULK	94.36
	21811	LOWE'S	909106	PVC PIPE/CEMENT/TRIM	18.36
	21811	LOWE'S	909387	WIRE CUTTER/STRIPPER	44.76
	21811	LOWE'S	909647	CONCRETE CAULK/TRIM	23.94
	21811	LOWE'S	909791	PAINT SUPPLIES	67.88
	21811	LOWE'S	909828	SOCKETS & WRENCHES	226.72
	21811	LOWE'S	909910	TRIM BD/DR THRESHOLD	74.43
	27770	ROD & STAFF WELDING	36245	ANGLE IRON	35.00
	27922	CINTAS CORPORATION #524	524 09428 909	UNIFORM RENTAL	479.52
	28224	SHANABERGER & SONS	57854	WEEDEATER SPOOL/PLUG	21.98
				ACCOUNT TOTAL	1,578.98 *
6008	29332	Vehicle & Powered Equip F TOWN OF FARMVILLE	97 909	GAS	624.08
				ACCOUNT TOTAL	624.08 *

MAJOR# ACCT# 6009	VENDOR NUMBER NAME	DESCRIPTION	INV#	AMOUNT
	15150 FARMVILLE AUTO PARTS	OIL	15988	5.94
	15150 FARMVILLE AUTO PARTS	PWR STEER/TRAN FLUID	16546	37.77
	15150 FARMVILLE AUTO PARTS	OIL FILTER	16844	7.35
	15150 FARMVILLE AUTO PARTS	TRANSFER PUMP	16845	19.95
	29083 TAYLOR-FORBES EQUIP CO	MOWER BLADES	IN88412	59.85
	29083 TAYLOR-FORBES EQUIP CO	OIL/FILTER/GUIDE WHL	IN88474	49.64
	29083 TAYLOR-FORBES EQUIP CO	OIL & FILTER	IN88870	19.56
	29083 TAYLOR-FORBES EQUIP CO	INSTALLD MOWER BLADE	W049599	23.40
		ACCOUNT TOTAL		223.46 *
		MAJOR TOTAL		20,767.95 **
043400 CANNERY				
5110	Electrical Services	ELECTRIC SERVICE	44435 001 909	116.75
	SOUTHSIDE ELECTRIC COOP			116.75 *
5120	Heating Services			
	14700 ELLINGTON ENERGY SERVICE	FUEL OIL	34799	820.00
	25246 PARKER OIL CO INC	HEATING FUEL	105330	867.09
		ACCOUNT TOTAL		1,687.09 *
5230	Telecommunications			
	10099 AT&T	PHONE	223 8664 909	64.09
	28711 EMBARQ	PHONE	223 8664 909	32.56
		ACCOUNT TOTAL		96.65 *
6014	Other Operating Supplies			
	12098 CAN CORP OF AMERICA INC	CANS & LIDS	90606230	1,975.08
	31564 VA DEPT OF TAXATION	SALE USE TAX ON CANS		98.75
		ACCOUNT TOTAL		2,073.83 *
		MAJOR TOTAL		3,974.32 **
051100 HEALTH DEPARTMENT				
5610	Payment To Local Health D	LOCAL SUPPORT	1ST QTR 909	41,304.50
	PRINCE EDWARD HEALTH DPT			41,304.50 *
		ACCOUNT TOTAL		41,304.50 **
053500 COMPREHENSIVE SERVICES ACT				
3160	CSA Programs			
	11233 BLACKBURN AMANDA	FOSTER CARE	SEPT 09	525.00
	12280 CENTRA HEALTH	PROFESSIONAL SERVICE	5760 909	2,305.50
	12280 CENTRA HEALTH	PROFESSIONAL SERVICE	5778 909	4,776.90
	12280 CENTRA HEALTH	PROFESSIONAL SERVICE	5838 909	2,804.60
	12280 CENTRA HEALTH	PROFESSIONAL SERVICE	5839 909	1,995.00
	12280 CENTRA HEALTH	PROFESSIONAL SERVICE	5845 909	1,995.00
	12280 CENTRA HEALTH	PROFESSIONAL SERVICE	5848 909	2,480.00
	12280 CENTRA HEALTH	PROFESSIONAL SERVICE	5849 909	2,480.00

AP375H
9/30/2009
FUND # - 100 GENERAL FUND

PRINCE EDWARD
LISTING OF INVOICES FOR 9/17/2009 -- 9/30/2009

AFTER CHECKS
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MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
	12280	CENTRA HEALTH	7035 909	PROFESSIONAL SERVICE	136.00
	12280	CENTRA HEALTH	7102 909	PROFESSIONAL SERVICE	136.00
	12280	CENTRA HEALTH	7298 909	PROFESSIONAL SERVICE	136.00
	12280	CENTRA HEALTH	7528 909	PROFESSIONAL SERVICE	136.00
	12280	CENTRA HEALTH	7573 909	PROFESSIONAL SERVICE	136.00
	12280	CENTRA HEALTH	7704 909	PROFESSIONAL SERVICE	136.00
	14933	FAMILY PRESERVATION SERV	41382	PROFESSIONAL SERVICE	350.00
	14933	FAMILY PRESERVATION SERV	41388	PROFESSIONAL SERVICE	700.00
	14933	FAMILY PRESERVATION SERV	41396	PROFESSIONAL SERVICE	525.00
	14933	FAMILY PRESERVATION SERV	41412	PROFESSIONAL SERVICE	1,995.00
	14933	FAMILY PRESERVATION SERV	41418	PROFESSIONAL SERVICE	341.25
	14933	FAMILY PRESERVATION SERV	41419	PROFESSIONAL SERVICE	297.50
	15766	FISHER JUANITA	SEPT 09	FOSTER CARE	230.00
	15957	FREY RYAN	SEPT 09	FOSTER CARE	448.00
	16171	GIBBS FRANCES	SEPT 09	FOSTER CARE	525.00
	16672	GRAFTON SCHOOL INC	116731	PROFESSIONAL SERVICE	690.00
	16672	GRAFTON SCHOOL INC	116732	PROFESSIONAL SERVICE	405.00
	16672	GRAFTON SCHOOL INC	116733	PROFESSIONAL SERVICE	1,092.50
	16672	GRAFTON SCHOOL INC	116935	PROFESSIONAL SERVICE	3,200.00
	16672	GRAFTON SCHOOL INC	116936	PROFESSIONAL SERVICE	1,800.00
	16672	GRAFTON SCHOOL INC	116937	PROFESSIONAL SERVICE	3,200.00
	17772	HOWELLS KRISTY	SEPT 09	FOSTER CARE	896.00
	20919	KINGSLEY JENNIFER	SEPT 09	FOSTER CARE	525.00
	22457	MILLS BONNIE	SEPT 09	FOSTER CARE	557.35
	22703	MORTON DEKEACE	SEPT 09	FOSTER CARE	666.00
	24218	OSBORNE JOAN	SEPT 09	FOSTER CARE	661.68
	25620	PRESBYTERIAN HM/FMLY SERV	6400 909	PROFESSIONAL SERVICE	2,883.00
	28447	SMITH I'SHAWN	SEPT 09	FOSTER CARE	644.00
	999999	LEE STARELL	SEPT 09	FOSTER CARE	71.31
	999999	PETERSON MARILYN	SEPT 09	FOSTER CARE	194.13
	999999	PIEDMONT PSYCHIATRIC CNTR	SEPT 09	FOSTER CARE	657.72
				ACCOUNT TOTAL	43,733.44 *
				MAJOR TOTAL	43,733.44 **
053501		OTHER WELFARE/SOCIAL SERVICES			
5610	28866	STEPS Inc. STEPS, INC	09-10 SUPPRT2/4	09-10 SUPPORT	6,808.00
				ACCOUNT TOTAL	6,808.00 *
				MAJOR TOTAL	6,808.00 **
072200		MUSEUMS			
5641	27650	Robert R. Moton Museum ROBERT RUSSA MOTON MUSEUM	09-10 SUPPRT2/4	09-10 SUPPORT	7,125.00
				ACCOUNT TOTAL	7,125.00 *
				MAJOR TOTAL	7,125.00 **
073500		PUBLIC LIBRARY			
5640	15400	Contribution To Library FARMVILLE-PE COMM LIBRARY	09-10 SUPPRT2/4	09-10 SUPPORT	38,014.75
				ACCOUNT TOTAL	38,014.75 *

MAJOR# ACCT# 081100	VENDOR NUMBER NAME PLANNING	INVOICE#	DESCRIPTION	AMOUNT
3311	Repairs & Maint-Auto & Eq DAVES-JOHNSON ALECIA	EXPENSES 909	FLAT REPAIR/CAR WASH	12.00 *
5210	Postal Services BUSINESS CARD	1412 PUCKETT909	POSTAGE	17.42 *
5230	Telecommunications US CELLULAR	816442183 909	PHONE	76.47 *
5530	Travel-Subsistence & Lodg DAVES-JOHNSON ALECIA	EXPENSES 909	MEALS	34.53 *
6001	Office Supplies DAVES-JOHNSON ALECIA	EXPENSES 909	INSECT REPELLANT	6.81
6008	Vehicle & Powered Equip F TOWN OF FARMVILLE	09 00 01	COPIES OF TAX MAPS	467.50
6012	Books & Subscriptions CHAMPLAIN PLANNING PRESS	EXPENSES 909 97 909	GAS	474.31 *
081200	COMMUNITY DEVELOPMENT	09 SUBSCRIPTION	PLAN COMM JOURNAL	11.02
5652	Piedmont Area Transit PIEDMONT AREA TRANSIT	09-10 SUPPR2/4	GAS	78.94
081500	ECONOMIC DEVELOPMENT	09-10 SUPPORT	GAS	89.96 *
5110	Electrical Services DOMINION VA POWER	0675198071 909	PLAN COMM JOURNAL	188.00
5130	Water & Sewer TOWN OF FARMVILLE	1059387447 909	ACCOUNT TOTAL	188.00 *
083500	COOPERATIVE EXTENSION OFFICE	MOORE BLDG 909	MAJOR TOTAL	892.69 **
5230	Telecommunications EMBARQ	392 4246 909	ACCOUNT TOTAL	2,500.00 *
			MAJOR TOTAL	2,500.00 **
			ACCOUNT TOTAL	254.95
			MAJOR TOTAL	66.68
			ACCOUNT TOTAL	321.63 *
			MAJOR TOTAL	41.33
			ACCOUNT TOTAL	41.33 *
			MAJOR TOTAL	362.96 **
			ACCOUNT TOTAL	96.22
			MAJOR TOTAL	96.22 *
			ACCOUNT TOTAL	96.22 **
			MAJOR TOTAL	96.22 **

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
094000	21811	LOWE'S	901517	FLOODLIGHTS	13.98
	21811	LOWE'S	902477	INSULATION/PVC TRIM	336.86
	21811	LOWE'S	902501	INSULATION	42.32
	21811	LOWE'S	908731	CONCRETE PRIMER	49.00
	28352	SHERWIN WILLIAMS CO	9023 1	PAINT & TRAY LINER	539.37
	28352	SHERWIN WILLIAMS CO	9024 9	PAINT ROLLER COVER	4.19
	28352	SHERWIN WILLIAMS CO	9179 4	PAINT	441.42
				ACCOUNT TOTAL	1,427.14 *
0026	29280	Global Positioning System TIMMONS GROUP	126490	GPS PROJECT	12,513.11
				ACCOUNT TOTAL	12,513.11 *
				MAJOR TOTAL	13,940.25 **
				FUND TOTAL	321,888.98

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
6010	12911	Police Supplies - Sheriff CRISWELL	148986	09 CHEV TAHOE	22,355.00
				ACCOUNT TOTAL	22,355.00 *
				MAJOR TOTAL	22,355.00 **
				FUND TOTAL	22,355.00

MAJOR# ACCT# 010000	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
3150	10237	Legal Services ALLEN RANDALL C PC	136	LEGAL SERVICE	1,057.75
				ACCOUNT TOTAL	1,057.75 *
				MAJOR TOTAL	1,057.75 **
				FUND TOTAL	1,057.75

MAJOR#	VENDOR	INVOICE#	DESCRIPTION	AMOUNT
ACCT#	VENDOR			
043200	NUMBER			
	GENERAL PROPERTIES			
5130	Water Service			
	TOWN OF FARMVILLE			
	29332	WATER TANK 909	WATER	102.42
				102.42 *
			ACCOUNT TOTAL	102.42 **
			MAJOR TOTAL	
			FUND TOTAL	102.42

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
043200	31846	Electrical Services DOMINION VA POWER	4148700281	SEWER PUMP	28.97
5110					28.97 *
					28.97 **
				ACCOUNT TOTAL	
				MAJOR TOTAL	
				FUND TOTAL	28.97

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
002230	25257	LEOS Disbursements JOHNS VICKI K	AUG 09A	RETIREE BENEFIT	79.00
	25257	JOHNS VICKI K	JULY 09A	RETIREE BENEFIT	79.00
	25257	JOHNS VICKI K	SEPT 09	RETIREE BENEFIT	1,038.00
				ACCOUNT TOTAL	1,196.00 *
				MAJOR TOTAL	1,196.00 **
				FUND TOTAL	1,196.00

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
021400	PIEDMONT COURT SERVICES				
5110	31846	Electrical Service	4323543985	ELECTRIC SERVICE	44.04
	31846	DOMINION VA POWER	7218131923	ELECTRIC SERVICE	165.63
				ACCOUNT TOTAL	209.67 *
5230	10097	Telecommunications	392 8161	PHONE	159.13
	28711	AT&T	392 8161	PHONE	204.69
				ACCOUNT TOTAL	363.82 *
5510	11244	Travel - Mileage	EXPENSES 909	MILEAGE	219.45
	22217	BLOOM MATTHEW	MILEAGE 909	MILEAGE	102.30
		MAXEY RENEE T		ACCOUNT TOTAL	321.75 *
5530	11244	Travel - Subsistence & Lo	EXPENSES 909	MEALS	103.85
	999999	BLOOM MATTHEW	RESERVATION 909	LODGING	610.50
	999999	TOWNEPLACE SUITES BY	RESERVATIONS909	LODGING	549.18
		CROWNE PLAZA HOTEL		ACCOUNT TOTAL	1,263.53 *
5540	999999	Travel - Convention and E	REGISTRATION909	FOIA TRAINING	35.00
		TREASURER OF VIRGINIA		ACCOUNT TOTAL	35.00 *
5560	999999	CCJB Meetings	CCJB MTG 909	MEALS	253.02
		FOUR SEASON'S RESTAURANT		ACCOUNT TOTAL	253.02 *
6001	12830	Office Supplies	9357978	OFFICE SUPPLIES	29.97
		CORRECTIONAL ENTERPRISES		ACCOUNT TOTAL	29.97 *
				MAJOR TOTAL	2,476.76 **
				FUND TOTAL	2,476.76
				TOTAL DUE	349,636.86

Approved at meeting of _____ on _____.

Signed _____ Title _____ Date _____
 _____ Title _____ Date _____
 _____ Title _____ Date _____



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: October 13, 2009
Item No.: 5-c
Department: Payroll
Staff Contact: Barbara Poulston
Issue: Consent Agenda – Salaries

Summary:

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

Attachments: None.

Recommendation: Approval

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



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

Meeting Date: **October 13, 2009**
Item No.: **5-d**
Department: **Commissioner of Revenue**
Staff Contact: **Beverly Booth**
Issue: **Consent Agenda – Erroneous Assessments**

Summary: See Attachments

Attachments:

- Certificate of Refund – Suzanne Brown (\$70.52 – Mobile Home)
- Certificate of Refund – Debra J. Norris (\$237.80 – Mobile Home)

Recommendation: Approval

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

Office of the Commissioner of the Revenue
Prince Edward County

Certificate for Refund of Local Taxes Erroneously Assessed and Paid

Date: September 22, 2009

Pay To: Suzanne Brown

Address: 2426 New Bethel Road
Meherrin Va. 23954

Total Refund: \$70.52

The above named taxpayer has duly filed application for the refund of Local Taxes assessed by the said Commissioner of the Revenue for the County of Prince Edward as follows:

<u>Subject of Taxation</u>	<u>Year</u>	<u>Page</u>	<u>Line</u>	<u>Value</u>	<u>Penalty/ Interest</u>	<u>Total Taxes</u>
Mobile Home	2006	146	2	\$18,600.	-0-	\$93.00
Mobile Home	2007	144	9	\$18,600.	-0-	\$106.02
Mobile Home	2008	146	6	\$18,600.	-0-	\$106.02

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):

Mobile Home was assessed to high.

<u>Subject of Taxation</u>	<u>Year</u>	<u>Value</u>	<u>Taxes</u>	<u>Penalty/ Interest</u>	<u>Total</u>	<u>Refund</u>
Mobile Home	2006	\$14,300	\$71.50	-0-	\$71.50	\$21.50
Mobile Home	2007	\$14,300.	\$81.51	-0-	\$81.51	\$24.51
Mobile Home	2008	\$14,300.	\$81.51	-0-	\$81.51	\$24.51

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:

Bruce W. Borko
Commissioner of the Revenue

I do hereby approve the foregoing certificate for refund:

John R. [Signature]
Attorney for the Commonwealth

According to the foregoing certificate of refund as submitted by the Commissioner of the Revenue and approved by the Attorney for the Commonwealth, it is adjudged that the taxpayer is entitled to a refund in the amount of the difference between the taxes assessed and paid and the taxes which should have been assessed and paid, and that the Treasurer of this County is hereby directed to refund to _____ the excess taxes paid in the amount of \$ _____.

By order of the Board of Supervisors:

Date

Clerk, Board of Supervisors

Office of the Commissioner of the Revenue
Prince Edward County

Certificate for Refund of Local Taxes Erroneously Assessed and Paid

Date: September 17, 2009
 Pay To: Debra J. Norris
 Address: 2608 New Bethel Road
Meherrin Va. 23954
 Total Refund: \$237.80

The above named taxpayer has duly filed application for the refund of Local Taxes assessed by the said Commissioner of the Revenue for the County of Prince Edward as follows:

<u>Subject of Taxation</u>	<u>Year</u>	<u>Page</u>	<u>Line</u>	<u>Value</u>	<u>Penalty/Interest</u>	<u>Total Taxes</u>
Mobile Home	2006	749	5	\$42,500.	-0-	\$212.50
Mobile Home	2007	762	1	\$42,500.	-0-	\$242.25
Mobile Home	2008	779	4	\$42,500.	-0-	\$242.25

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):

Mobile Home was assessed to high.

<u>Subject of Taxation</u>	<u>Year</u>	<u>Value</u>	<u>Taxes</u>	<u>Penalty/Interest</u>	<u>Total</u>	<u>Refund</u>
Mobile Home	2006	\$28,000.	\$140.00	-0-	\$140.00	\$72.50
Mobile Home	2007	\$28,000.	\$159.60	-0-	\$159.60	\$82.65
Mobile Home	2008	\$28,000.	\$159.60	-0-	\$159.60	\$82.65

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:

Bartholomew R. Booth
Commissioner of the Revenue

I do hereby approve the foregoing certificate for refund:

James R. [Signature]
Attorney for the Commonwealth

According to the foregoing certificate of refund as submitted by the Commissioner of the Revenue and approved by the Attorney for the Commonwealth, it is adjudged that the taxpayer is entitled to a refund in the amount of the difference between the taxes assessed and paid and the taxes which should have been assessed and paid, and that the Treasurer of this County is hereby directed to refund to

_____ the excess taxes paid in the amount of \$_____.

By order of the Board of Supervisors:

Date

Clerk, Board of Supervisors



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: October 13, 2009
 Item No.: 5-e
 Department: County Administrator
 Staff Contact: Wade Bartlett
 Issue: FY 2010 Budget Amendments

Summary:

The Sheriff submitted a request for a DMV Highway Safety Grant. The grant was approved and will be used primarily for overtime to conduct checkpoints and saturation patrols. \$4,100 will be used to purchase radar units and \$500 for training. The required 20% match (\$3,960) will be paid from the Sheriff's existing budget.

Attachments:

Recommendation:

Approve and Appropriate the Budget Amendments as submitted below.

<u>Department</u>	<u>Object</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
033010	0014	COPS Grant		\$19,800
031200	1200	Sheriff/Salary & Wages – O/T Grant	\$15,200	
031200	5540	Sheriff/Travel-Convention & Education	\$ 500	
031200	6018	Sheriff/Highway Safety Grant	\$ 4,100	

Motion _____
 Second _____

Fore _____
 McKay _____
 Ward _____

Gilfillan _____
 Moore _____
 Wiley _____

Jones _____
 Simpson _____



COMMONWEALTH of VIRGINIA

Department of Motor Vehicles

2300 West Broad Street

Post Office Box 27412
Richmond, VA 23269-0001
866-DMV-LINE or
800-435-5137

D. B. Smit
Commissioner

July 23, 2009

Richard Raybold
Sgt -Grants
Prince Edward County
124 North Main Street
Farmville, VA 23901

Dear Sir or Madam:

Safety has been and will continue to be a high priority in Virginia's overall transportation system. The Kaine administration is committed to ensuring that safety is the highest priority in the development of the Commonwealth's multi-modal transportation system.

I am pleased to inform you that the highway safety project proposal(s) listed below have been approved for the 2010 National Highway Traffic Administration pass-through grant funding.

<u>Program Project ID# - CFDA#</u>	<u>Project Title</u>	<u>Amount Approved</u>
154AL-2010-50221-3841-20.607	Prince Edward Sheriff's Office 2009-10 Highway Safety Grant	\$19,800.00

The availability of funds under this grant is contingent upon two conditions: (1) the Project Director and the Fiscal Contact responsible for the financial management of your grant must attend a grantee workshop and (2) the release of federal funds to the Commonwealth. Your assigned Program Manager will be contacting you to provide the dates and locations regarding this mandatory training.

You will receive the project agreement(s), the scope of work and special conditions during the training session. As the recipient of a 2010 grant award, it is important that you read and follow this information carefully. If you have any questions regarding the conditions, please contact the Program Manager assigned to your grant.

We look forward to the positive impact that your project will have on the highway safety of all Virginians. Thank you for your commitment and participation in improving highway safety.

Sincerely,

D. B. Smit

DBS/sb

Program Manager: Steve Goodwin



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: October 13, 2009
 Item No.: 5-f
 Department: County Administrator
 Staff Contact: Wade Bartlett
 Issue: FY 2009 Budget Amendments

Summary:

At the end of last Fiscal Year several pieces of office equipment needed to be replaced in the Treasurer's Office because they had exceeded their expected life cycle. They were becoming increasingly expensive to maintain and would have to be replaced in the new fiscal year. In order to avoid additional repair costs for this equipment it was decided the equipment should be purchased in the old fiscal year. Funds were available in the Treasurer's budget to purchase the equipment but were located in various line items. In order to maintain budget consistency in the future I informed the Treasurer I would recommend the Board of Supervisors authorize the transfer of unspent funds into her department.

Attachments:

Recommendation:

Approve and Appropriate the Budget Amendments as submitted below.

<u>Department</u>	<u>Object</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
042300	3160	Refuse Disposal/Professional Services		\$3,738
012410	6030	Treasurer/Non-Capital Equipment	\$2,138	
012410	6040	Treasurer/ADP Equipment	\$1,600	

Motion _____
 Second _____

Fore _____
 McKay _____
 Ward _____

Gilfillan _____
 Moore _____
 Wiley _____

Jones _____
 Simpson _____



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

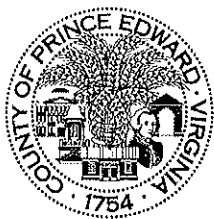
Meeting Date: **October 13, 2009**
Item No.: **6**
Department: **VDOT**
Staff Contact: **Alan Leatherwood, P.E.**
Issue: **Highway Matters**

Summary: Mr. Alan Leatherwood, P.E., VDOT Residency Administrator, will not be present at the Board meeting; however, staff can refer any highway matters to him for follow up.

Attachments:

Recommendation:

Motion _____	Fore _____	Gilfillan _____	Jones _____
Second _____	McKay _____	Moore _____	Simpson _____
	Ward _____	Wiley _____	



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

Meeting Date: October 13, 2009
Item No.: 7
Department: Planning & Community Development
Staff Contact: Jonathan Pickett
Issue: PUBLIC HEARING- Amendment to County Zoning Ordinance

Summary: Presently the zoning use type of Commercial Outdoor Entertainment is a use not provided for in the county's A-1, Agricultural Conservation Zoning District. Due to a citizen inquiry, staff is requesting the Board consider allowing this use with a special use permit in the A-1 zone. Activities covered under the Commercial Outdoor Entertainment classification include sports arenas, motor vehicle or animal racing facilities and outdoor amusement parks. Activities like the recent Indian Pow-Wow would also fall under this classification.

The Planning Commission held a public hearing on this matter in July and then requested staff develop additional language to add into Article III of the zoning ordinance relating to use and design standards. The Commission approved of the new language at the September commission meeting and then recommended by unanimous vote that Commercial Outdoor Entertainment be added as a special use in the county's A-1 zoning district.

Attachments: 1) Public Hearing Notice
2) Planning commission minutes including recommended amendments to zoning ordinance.

Recommendation: Staff recommends amending Article II, Section 2-100.3 (B) of the zoning ordinance to add Commercial Outdoor Entertainment as a special use in the A-1 zoning district and to also amend Article III, Section 3-100.9 to add use and design standards for such activities.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



September 22, 2009

Please run the following in the Friday, (Sept. 25th & Oct. 2nd) editions of *The Farmville Herald*:

PUBLIC NOTICE

The Prince Edward County Board of Supervisors will hold a public hearing on October 13, 2009, at 7:30 p.m. in the Board of Supervisors Room (3rd Floor) of the Courthouse, Farmville, VA. to gather citizen input on the following requests:

- 1) Request by staff to determine whether Commercial Outdoor Entertainment Facilities should be allowed with a special use permit in the county's A-1, Agricultural Conservation Zoning District. This use is currently not provided for in A-1 District.
- 2) Request of Charles Puckett to operate a crematorium on a one acre parcel, owned by Beatrice C. Hartig, located immediately behind the "Town and Country Furniture Store", 5301 Farmville Road. This property further described as tax map # 050 – A – 95.

It is the County's intent to comply with the Americans with Disabilities Act. Should you need special accommodations, please contact Jonathan Pickett, Planning Director at (434) 392-8837.

By Order of the Board of Supervisors
Of Prince Edward County, Virginia
Wade Bartlett, County Administrator



DRAFT

**Prince Edward County Planning Commission
Meeting Minutes
September 15, 2009
7:30 p.m.**

Members Present: William Porterfield, Chairman
Sam Coleman, Vice-Chairman
Donald Gilliam
Lee Hicks, Jr.
Bobby Jones
Jack Leatherwood
Chris Mason
Thomas Pairet
James Wilck

Members Absent: Ernest Toney, Jr.

Staff Present: Alecia Daves-Johnson, Planner

The meeting was called to order at 7:30 pm by Chairman Porterfield. He stated the purpose of the meeting was to address two items of business, a public hearing for a special use permit and a consideration of a proposed zoning amendment.

Minutes:

The minutes of the August 18, 2009 meeting were reviewed. The Commissioners declared them approved.

PUBLIC HEARING:

Chairman Porterfield stated this as the date and time that had been advertised for the Public Hearing on the Special Use Permit application of Charles Puckett to operate a crematorium on a one acre parcel, owned by Beatrice C. Hartig, located immediately behind the "Town and Country Furniture Store", 5301 Farmville Road. This property further described as tax map # 050 – A – 95.

The Chairman did not ask staff to present a report. Chairman Porterfield immediately called upon Mr. Charles Puckett, the applicant, to present the Special Use Permit. A Site Plan had not been submitted with the Special Use Permit.

Mr. Puckett explained that a crematorium could be built by-right at the location of the Puckett Funeral Home in Farmville, operated by his son Dayton. However, he and his son, Daniel, are applying for the crematorium and think that there will be more opportunity for a larger customer base if it is not associated with a specific Funeral Home. Furthermore, when the Funeral Home was proposed, the Pucketts made a promise to neighbors that a crematorium would not be built there and they wish to honor their promise to neighbors. A crematorium building, approximately 30' x 50', is proposed to be constructed. There will be additional state regulatory review and approval required prior to operating the crematorium. These state regulatory reviews require a pre-requisite local

approval. The VA Department of Environmental Quality will regulate the emissions from the facility, and the manufacturers of the equipment will be responsible for compliance.

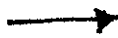
Chairman Porterfield invited public input.

- Mr. Kenneth Jackson approached the podium. He stated that the Puckett Funeral Home operates with dignity and respect, cited an example of a respectable crematorium in Charlottesville, and asked the Planning Commission to support the Special Use Permit.

At the conclusion of the public input, Chairman Porterfield closed the Public Hearing at 7:38 pm. The Planning Commissioners discussed many aspects of the request. Mr. Wilck recommended approval of the Special Use Permit, Mr. Pairet seconded the recommendation. Chairman Porterfield called for a vote. All Planning Commissioners voted in favor of the recommendation. Chairman Porterfield requested that the Planning Commission recommendation be on the October Agenda for the Board of Supervisors. Mr. Puckett was asked to prepare and submit the site plan for the facility prior to the Board of Supervisors' review.

RECOMMENDATION TO THE BOARD OF SUPERVISORS:

The Prince Edward County Planning Commission recommends approval by the Board of Supervisors of the Special Use Permit application submitted by Charles Puckett to operate a crematorium on a one acre parcel, owned by Beatrice C. Hartig, located immediately behind the "Town and Country Furniture Store", 5301 Farmville Road. This property further described as tax map # 050 - A - 95.



Zoning Amendment "Commercial Outdoor Entertainment":

Chairman Porterfield directed everyone's attention to a proposed amendment to the Prince Edward County Zoning Ordinance: Allowance of Commercial Outdoor Entertainment Facilities with a Special Use Permit in the County's A-1, Agricultural Conservation Zoning District. This use is currently not provided for in the A-1 District.

Planning Commissioners had been previously mailed a copy of the zoning amendment language assembled from suggestions by the Planning Commissioners at the August 2009 meeting. The Planning Commissioners reviewed the draft of the Commercial Outdoor Entertainment insertion in the District Regulations and reviewed the draft language placed in Article III Use and Design Standards.

Chairman Porterfield called on Harry Upson to speak about the Commercial Outdoor Entertainment Facility that Mr. Upson is planning.

After much discussion among the Planning Commissioners, two changes were stated for the proposed Zoning Ordinance Amendment language:

- Lighting shall be turned off "within one hour of" the conclusion of the event...
- If an event shall arise which differs from the events "originally" approved through the Special Use Permit process, then a description of the event shall be provided to the Zoning Administrator, or designee, for review "and recommendation."

Chairman Porterfield called on the Planning Commission to vote to recommend the Zoning Amendment to the Board of Supervisors with the changes discussed. The vote was unanimously in favor of the recommendation. (Proposed language attached.)



RECOMMENDATION TO THE BOARD OF SUPERVISORS:

The Prince Edward County Planning Commission recommends approval by the Board of Supervisors of a Zoning Amendment which would allow Commercial Outdoor Entertainment Facilities with a Special Use Permit and adherence to specific Use and Design Standards in the County's A-1, Agricultural Conservation Zoning District. The specific, recommended language is attached hereto the Minutes of the September 15, 2009 Planning Commission Meeting.

Information Items:

Sandy River Reservoir:

Mr. Coleman briefed the Commissioners about the Reservoir Protection Overlay District ordinance. Two Public Information Meetings were held on August 27 and September 3. The next meeting of the Planning Commission Committee will be September 30, 2009 at 7:30 pm in the Prince Edward Natural Resources and Agriculture Building to discuss the suggestions received through the Public Information Meetings. The Committee expects to have the ordinance prepared for a Public Hearing at the November Planning Commission Meeting.

Low Impact Development Workshop:

Mr. Coleman mentioned his plans to attend an in-depth training session on Low Impact Development Practices and Site Plan Design. This is a follow-up session to the Virginia Water Monitoring Council's Annual Conference titled, "Low Impact Development: Uses for Watershed Protection," and will be held September 29 in Spotsylvania. Mr. Coleman expressed his interest in Low Impact Development practices, and encouraged their inclusion in a Corridor Overlay District. *A report from Mr. Coleman was requested as an October Agenda item.*

Rural Planning Caucus Meeting Announcement:

Ms. Daves-Johnson provided announcement of the upcoming RPC Annual Meeting October 21-23 at Mountain Lake, VA with the theme: "Keeping Virginia Communities Seeing Green" with topics including Farm to Market, Successful Farmer's Markets, Agriculture in Urban Areas, Cottage Industries. <http://www.rpcva.org/>

Following the informational item presentations, the meeting was adjourned at 8:00 p.m.

RECOMMENDED LANGUAGE: AMENDMENT TO PRINCE EDWARD COUNTY ZONING ORDINANCE - "Allowance of Commercial Outdoor Entertainment Facilities with a Special Use Permit in the County's A-1, Agricultural Conservation Zoning District. "
RECOMMENDED AMENDMENT APPEARS AS ITALICIZED TEXT INDICATED WITH DOUBLE UNDERLINE. Per PE Planning Commission Meeting Sept. 15, 2009

ARTICLE II DISTRICT REGULATIONS

Sec. 2-100 A1 Agricultural Conservation District

Sec. 2-100.1 Statement of Intent

The A1 Agricultural Conservation District applies to those areas designated as agricultural and forestal on the future land use map of the Prince Edward County Comprehensive Plan. Agricultural, forestry and related uses are encouraged within A1 Districts. Very low density residential and related uses are allowed in recognition that very low density residential development can be compatible with agricultural and forestry activities. The A1 District also allows certain limited commercial uses in recognition of the County's historic development patterns.

Sec. 2-100.3 Permitted Uses

(A) The following uses are permitted by right in the A1 Agricultural Conservation District, subject to all other applicable requirements contained in this ordinance. An asterisk (*) indicates that the use is subject to additional, modified or more stringent standards as listed in Article III, Use and Design Standards.



(B) The following uses are permitted by special use permit in the A1 Agricultural Conservation District, subject to all other applicable requirements contained in this ordinance. An asterisk (*) indicates that the use is subject to additional, modified or more stringent standards as listed in Article III, Use and Design Standards.

1. Agricultural Use Types

(None)

2. Residential Use Types

Family Day Care Home *

3. Civic Use Types

Educational Facilities, College/University
Educational Facilities, Primary/Secondary

4. Office Use Types

Financial Institutions
General Offices

5. Commercial Use Types

Auto Repair Services - Minor
Campgrounds
Commercial Outdoor Entertainment*
Construction Sales and Services
Convenience Stores
Day Care Center *
Gasoline Stations
Golf Course
Hotel/Motel/Motor Lodge
Kennel, Commercial
Restaurant
Sawmill and Woodyard

6. Industrial Use Types

Meat Packing and Related Industries
Resource Extraction

7. Miscellaneous Use Types

Outdoor Gathering *
Shooting Range, Outdoor
Tower *
Utility Services, Major

ARTICLE III USE AND DESIGN STANDARDS

Sec. 3-100 Generally

- (A) The standards contained in Article II District Regulations shall apply to all of the following use types, unless specifically modified and/or superseded by the use and design standards in this article.
- (B) The standards listed as general standards shall apply in all zoning districts in which the use type is permitted, either by right or by-special use.
- (C) Where a specific zoning district is indicated; the use and design standards listed in this article shall apply to that zoning district, and shall be in addition to any general standard for that use.

Sec. 3-100.9 Commercial Use Types

Adult Uses

- ❖
- ❖
- ❖

Automobile Dealership, New

General standards:

- ❖
- ❖
- ❖

Automobile Dealership, Used

General standards:

- ❖
- ❖
- ❖

Automobile Repair Services, Major

- ❖ -
- ❖ -
- ❖ -

Bed and Breakfast

- ❖



Commercial Outdoor Entertainment

General standards:

1. The application for a special use permit shall include information indicating the individuals/ business sponsoring the facility, the location and layout of the facility, identification of all adjoining property owners, the nature of events at the facility, the entertainment schedule or expected frequency of events, the estimated number of tickets to be sold or maximum number of people expected at the facility, and the plan for traffic management related to events at the facility.

2. A detailed plan shall be submitted of all facilities to be provided in accordance with the following guidelines:
 - a. Application to VDOT to determine whether a Commercial Entrance is needed. Provide for adequate off-site circulation and traffic controls to provide safe ingress and egress to the gathering without burdening the existing road network or substantially disrupting the normal flow of traffic.
 - b. Adequate provisions for sanitation facilities, garbage and trash collection and disposal, and facilities for providing food and water.
 - c. Identification of any lodging facilities provided for persons at the Outdoor Entertainment Facility shall be provided.
 - d. The sponsors shall provide for adequate medical facilities, fire protection and security of the site.
 - e. Adequate on-site parking shall be provided for all employees and patrons of the gathering. The parking layout shall be determined in advance of the gathering, adequately marked on the site and shall be supervised during the gathering in such a manner as to provide safe and convenient access to all patrons and employees, and to accommodate emergency service vehicles. In Agricultural Conservation areas, the parking design shall take steps to minimize impervious surface treatments.
 - f. Any lighting installed for the gathering shall be directed away from adjoining properties. Lighting shall be turned off within one hour of the conclusion of the event and following departure of attendees.
 - g. The level of any music and other noise created by the gathering shall be directed away from any adjoining residence and conclude by midnight if located in a district zoned agricultural.
 - h. Notification procedures for neighboring properties if facility is located in an agricultural district.

3. If an event shall arise which differs from the events originally approved through the Special Use Permit process, then a description of the event shall be provided to the Zoning Administrator, or designee, for review and recommendation.



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: October 13, 2009
Item No.: 8
Department: Planning & Community Development
Staff Contact: Jonathan Pickett
Issue: PUBLIC HEARING- Special Use Permit-Charles Puckett (Crematorium)

Summary:

Charles Puckett has made a request for a special use permit to operate a crematorium on property owned by Beatrice Hartig located immediately behind the Town and Country Furniture Store, 5301 Farmville Road. This facility would be used for cremations only, with no funeral services taking place. The county planning commission held a public hearing on September 15, 2009 and one person spoke in favor of the request. The planning commission then voted unanimously to recommend approval of the request.

Attachments: 1) Public Hearing Notice
2) Planning commission minutes including recommendation
3) Staff Report

Recommendation: Staff recommends the special use permit be approved.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



September 22, 2009

Please run the following in the Friday, (Sept. 25th & Oct. 2nd) editions of *The Farmville Herald*.

PUBLIC NOTICE

The Prince Edward County Board of Supervisors will hold a public hearing on October 13, 2009, at 7:30 p.m. in the Board of Supervisors Room (3rd Floor) of the Courthouse, Farmville, VA. to gather citizen input on the following requests:

- 1) Request by staff to determine whether Commercial Outdoor Entertainment Facilities should be allowed with a special use permit in the county's A-1, Agricultural Conservation Zoning District. This use is currently not provided for in A-1 District.
- 2) Request of Charles Puckett to operate a crematorium on a one acre parcel, owned by Beatrice C. Hartig, located immediately behind the "Town and Country Furniture Store", 5301 Farmville Road. This property further described as tax map # 050 – A – 95.

It is the County's intent to comply with the Americans with Disabilities Act. Should you need special accommodations, please contact Jonathan Pickett, Planning Director at (434) 392-8837.

By Order of the Board of Supervisors
Of Prince Edward County, Virginia
Wade Bartlett, County Administrator



**Prince Edward County Planning Commission
Meeting Minutes
September 15, 2009
7:30 p.m.**

Members Present: William Porterfield, Chairman
Sam Coleman, Vice-Chairman
Donald Gilliam
Lee Hicks, Jr.
Bobby Jones
Jack Leatherwood
Chris Mason
Thomas Pairet
James Wilck

Members Absent: Ernest Toney, Jr.

Staff Present: Alecia Daves-Johnson, Planner

The meeting was called to order at 7:30 pm by Chairman Porterfield. He stated the purpose of the meeting was to address two items of business, a public hearing for a special use permit and a consideration of a proposed zoning amendment.

Minutes:

The minutes of the August 18, 2009 meeting were reviewed. The Commissioners declared them approved.

PUBLIC HEARING:

Chairman Porterfield stated this as the date and time that had been advertised for the Public Hearing on the Special Use Permit application of Charles Puckett to operate a crematorium on a one acre parcel, owned by Beatrice C. Hartig, located immediately behind the "Town and Country Furniture Store", 5301 Farmville Road. This property further described as tax map # 050 - A - 95.

The Chairman did not ask staff to present a report. Chairman Porterfield immediately called upon Mr. Charles Puckett, the applicant, to present the Special Use Permit. A Site Plan had not been submitted with the Special Use Permit.

Mr. Puckett explained that a crematorium could be built by-right at the location of the Puckett Funeral Home in Farmville, operated by his son Dayton. However, he and his son, Daniel, are applying for the crematorium and think that there will be more opportunity for a larger customer base if it is not associated with a specific Funeral Home. Furthermore, when the Funeral Home was proposed, the Pucketts made a promise to neighbors that a crematorium would not be built there and they wish to honor their promise to neighbors. A crematorium building, approximately 30' x 50', is proposed to be constructed. There will be additional state regulatory review and approval required

prior to operating the crematorium. These state regulatory reviews require a pre-requisite local approval. The VA Department of Environmental Quality will regulate the emissions from the facility, and the manufacturers of the equipment will be responsible for compliance.

Chairman Porterfield invited public input.

- Mr. Kenneth Jackson approached the podium. He stated that the Puckett Funeral Home operates with dignity and respect, cited an example of a respectable crematorium in Charlottesville, and asked the Planning Commission to support the Special Use Permit.

At the conclusion of the public input, Chairman Porterfield closed the Public Hearing at 7:38 pm. The Planning Commissioners discussed many aspects of the request. Mr. Wilck recommended approval of the Special Use Permit, Mr. Pairet seconded the recommendation. Chairman Porterfield called for a vote. All Planning Commissioners voted in favor of the recommendation. Chairman Porterfield requested that the Planning Commission recommendation be on the October Agenda for the Board of Supervisors. Mr. Puckett was asked to prepare and submit the site plan for the facility prior to the Board of Supervisors' review.



RECOMMENDATION TO THE BOARD OF SUPERVISORS:

The Prince Edward County Planning Commission recommends approval by the Board of Supervisors of the Special Use Permit application submitted by Charles Puckett to operate a crematorium on a one acre parcel, owned by Beatrice C. Hartig, located immediately behind the "Town and Country Furniture Store", 5301 Farmville Road. This property further described as tax map # 050 - A - 95.

Zoning Amendment "Commercial Outdoor Entertainment":

Chairman Porterfield directed everyone's attention to a proposed amendment to the Prince Edward County Zoning Ordinance: Allowance of Commercial Outdoor Entertainment Facilities with a Special Use Permit in the County's A-1, Agricultural Conservation Zoning District. This use is currently not provided for in the A-1 District.

Planning Commissioners had been previously mailed a copy of the zoning amendment language assembled from suggestions by the Planning Commissioners at the August 2009 meeting. The Planning Commissioners reviewed the draft of the Commercial Outdoor Entertainment insertion in the District Regulations and reviewed the draft language placed in Article III Use and Design Standards.

Chairman Porterfield called on Harry Upson to speak about the Commercial Outdoor Entertainment Facility that Mr. Upson is planning.

After much discussion among the Planning Commissioners, two changes were stated for the proposed Zoning Ordinance Amendment language:

- Lighting shall be turned off "within one hour of" the conclusion of the event...
- If an event shall arise which differs from the events "originally" approved through the Special Use Permit process, then a description of the event shall be provided to the Zoning Administrator, or designee, for review "and recommendation."

Chairman Porterfield called on the Planning Commission to vote to recommend the Zoning Amendment to the Board of Supervisors with the changes discussed. The vote was unanimously in favor of the recommendation. (Proposed language attached.)

Information Items:

Sandy River Reservoir:

Mr. Coleman briefed the Commissioners about the Reservoir Protection Overlay District ordinance. Two Public Information Meetings were held on August 27 and September 3. The next meeting of the Planning Commission Committee will be September 30, 2009 at 7:30 pm in the Prince Edward Natural Resources and Agriculture Building to discuss the suggestions received through the Public Information Meetings. The Committee expects to have the ordinance prepared for a Public Hearing at the November Planning Commission Meeting.

Low Impact Development Workshop:

Mr. Coleman mentioned his plans to attend an in-depth training session on Low Impact Development Practices and Site Plan Design. This is a follow-up session to the Virginia Water Monitoring Council's Annual Conference titled, "Low Impact Development: Uses for Watershed Protection," and will be held September 29 in Spotsylvania. Mr. Coleman expressed his interest in Low Impact Development practices, and encouraged their inclusion in a Corridor Overlay District. *A report from Mr. Coleman was requested as an October Agenda item.*

Rural Planning Caucus Meeting Announcement:

Ms. Daves-Johnson provided announcement of the upcoming RPC Annual Meeting October 21-23 at Mountain Lake, VA with the theme: "Keeping Virginia Communities Seeing Green" with topics including Farm to Market, Successful Farmer's Markets, Agriculture in Urban Areas, Cottage Industries. <http://www.rpcva.org/>

Following the informational item presentations, the meeting was adjourned at 8:00 p.m.

STAFF REPORT
Request of Charles Puckett to
Operate Crematory Facility

1. Background

In July of 2005, the county approved a rezoning request, which allowed the development of Puckett Funeral Home, off of Milnwood Road. During the public comments, which took place during this process, the applicant stated that a crematorium would not be included with the facility. Over the past few years, the funeral establishment has determined that there is a need for a crematorium in this area, as the nearest locations for crematorium services are in Lynchburg and Richmond. Because the promise was made, not to construct a crematorium at the Milnwood Road site, the Puckett family feels it should not do so, even though it is a permitted use in the General Commercial Zone. Therefore, the proposal is to place the crematorium on the property of Charles Puckett, located immediately behind the "Town and Country Furniture Store", which is zoned A-2. Plans call for a new, approximately 1,500 square foot, building to be constructed. This would be a "wholesale" facility with no funeral services taking place. Funeral home operations would bring bodies to the facility, where the cremation would take place, and then the remains would be taken back to the funeral home. It is anticipated that up to 100 cremations per year may take place at the facility. Due to the fact no funeral services will take place at this location, traffic increase associated with the facility, will be minimal.

2. Regulatory Oversight

Crematory facilities are regulated by two state agencies and one federal agency. The Virginia Board of Funeral Directors and Embalmers monitors these facilities, from a process standpoint. The Board ensures the operator has all the necessary certifications and training to operate such a facility and also responds to any complaints from family members. The Virginia Department of Environmental Quality (DEQ) permits crematoriums, from an environmental standpoint. The facilities are regulated as incinerators by DEQ and must obtain an air emission permit. I spoke with a representative from DEQ and he indicated emissions are minimal, and facilities are only inspected, on-average, about every two years. What DEQ checks, is to make sure the retort (furnace) is operating at the appropriate temperatures. The Occupational Health and Safety Administration (OSHA) periodically inspects the facilities, to ensure employees are operating the retort in a safe manner.

3. Affects on Adjoining Properties

Effects on adjoining properties should be minimal. Air emissions appear to be the only concern, and with the small number of cremations expected for the facility, the overall emissions did not seem to be a concern to the DEQ representative.



County of Prince Edward
Board of Supervisor
Agenda Summary

Meeting Date: September 8, 2009
Item No.: 9
Department: County Administrator
Staff Contact: W.W. Bartlett
Issue: PUBLIC HEARING – To receive public comment concerning the Interim Agreement with Crowder Construction.

Summary:

Over the last several months the County has negotiated with Crowder Construction Company an Interim Agreement (see attached) consistent with the Design-Builder’s proposal and the County’s guidelines and procedures concerning the Public-Private Education facilities and Infrastructure Act of 2002 as adopted on July 8, 2008.

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

On September 8, 2009 the Board of Supervisors accepted the Interim Agreement for the purpose of posting the agreement for public comment as specified in the County’s Guidelines. Additionally the Board of Supervisors authorized the advertisement of a public hearing on the topic to be held at 7:30 p.m. on October 13, 2009. The notice of public comment was so posted and the public hearing advertised. As of October 5, 2009 no public comments had been received.

Attachments:

- Public Hearing Notice
- Interim Agreement between Prince Edward County and Crowder Construction Company.

Recommendation:

Following the public hearing, approve entering into the Interim Agreement.

Motion _____	Chairman Fore _____	Wiley _____	Gilfillan _____
Second _____	V-Chair Simpson _____	Jones _____	McKay _____
	Moore _____	Ward _____	



Please publish in the Friday, September 11, 2009 and Friday, September 18, 2009 editions of The Farmville Herald.



**NOTICE OF 30-DAY PUBLIC COMMENT PERIOD
AND NOTICE OF PUBLIC HEARING**

**INTERIM AGREEMENT
SANDY RIVER RESERVOIR
WATER TREATMENT AND DISTRIBUTION PROJECT**

Prince Edward County received an unsolicited proposal (Proposal) on October 17, 2008 from Crowder Construction Company under the Public-Private Educational Facilities and Infrastructure Act of 2002, as amended (PPEA), which Proposal provided for a public-private partnership to provide the County engineering design and construction services for the development of a water treatment facility and water distribution system that would utilize the existing Sandy River Reservoir as the water supply.

In accordance with the PPEA and County regulations with respect thereto, the County advertised receipt of the Proposal and requested competing proposals. The competition period ended on December 15, 2008 and no competing proposals were filed. The County is now considering entering into an interim agreement (Interim Agreement) with Crowder Construction, providing for financial feasibility review, design and engineering services and preconstruction services in anticipation of reaching a final comprehensive agreement for the Proposal.

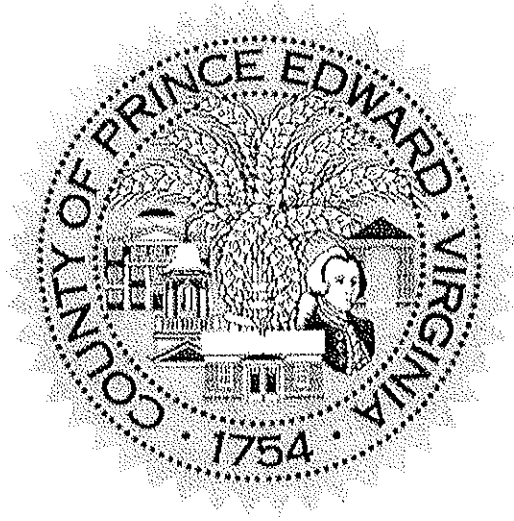
In accordance with Section IX.C. of the County of Prince Edward, Virginia, Guidelines and Procedures for the Public-Private Education Facilities and Infrastructure Act of 2002, as amended, the County is requesting public comment on this interim agreement for a period of 30 days, commencing September 11, 2009. Accordingly, the County requests that any comments the public may have be submitted to the County Administrator by 5:00 p.m. on Monday, October 12, 2009. Comments may be sent electronically to the Board of Supervisors e-mail address: board@co.prince-edward.va.us or by mail sent to: County of Prince Edward, ATTN: W.W. Bartlett, County Administrator, P.O. Box 382, Farmville, VA 23901. If you have questions, you may contact the County Administrator's Office at 434-392-8837.

Notice is also given that the Board of Supervisors of the County of Prince Edward, Virginia will receive public comment on this Interim Agreement at a **PUBLIC HEARING**, which may be continued or adjourned, to be held at 7:30 p.m. or as soon thereafter as the matter may be heard on Tuesday, October 13, 2009 in the Board of Supervisors' meeting room, Courthouse Annex, 111 South Street, 3rd Floor, Farmville, Virginia. Any person interested in the proposed Interim Agreement may appear and be heard. A copy of the full text of the Interim Agreement is available for public inspection on the County's web site at www.co.prince-edward.va.us or during regular business hours in the County Administrator's office at the above address.

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 Edward County Administrator's Office at 434-392-8837, prior to October 9, 2009.

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

DRAFT: 9/1/2009



INTERIM AGREEMENT

between

THE COUNTY OF PRINCE EDWARD, VIRGINIA

and

CROWDER CONSTRUCTION COMPANY

For

DESIGN AND CONSTRUCTION

of

SANDY RIVER RESERVOIR

WATER TREATMENT AND DISTRIBUTION PROJECT

-

Public-Private Education Facilities and Infrastructure Act of 2002

October 1, 2009

INTERIM AGREEMENT

THIS INTERIM (“Agreement”) is entered into as of October 1, 2009 (the “Effective Date”), between **THE COUNTY OF PRINCE EDWARD, VIRGINIA** (“the Owner” or “the County”), and **CROWDER CONSTRUCTION COMPANY** (“Design-Builder”), a North Carolina corporation, licensed to perform general construction contracting in the Commonwealth of Virginia. The County and Design-Builder are referred to individually as a “Party” and collectively as “the Parties”.

1. On July 8, 2008, the County enacted “Guidelines and Procedures” implementing the Public-Private Education Facilities and Infrastructure Act of 2002 (Va. Code §56-575.1, et seq.), establishing procedures for the development of public facilities through public-private partnerships (“Guidelines”).
2. On or about October 17, 2008, the County received an unsolicited proposal (“Proposal” or “Conceptual Phase Proposal”) from Design-Builder pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002 (“PPEA”), Va. Code § 56-575.1, et seq. (as amended) to develop, design and construct the Sandy River Reservoir Water Treatment and Distribution Project. For the purposes of this Interim Agreement, the term “Private Entity” as utilized in the PPEA shall be Crowder Construction Company.
3. Pursuant to the Guidelines, the County subsequently posted notice of, and advertised, its decision to accept Design-Builder’s proposal for conceptual stage consideration.
4. On or about October 21, 2008, the County’s Board of Supervisors, finding that it would be advantageous for the County to proceed with the Project (as defined below) using procedures for competitive negotiation, rather than sealed, competitive bids, given the probable scope, complexity and urgency of the Project, voted to accept the proposal for publication and conceptual stage consideration and caused the County Administrator to advertise for competing proposals.
5. On or about October 21, 2008, the County elected to solicit for consideration, competing proposals for the Project, in accordance with the PPEA and the

Guidelines. No competing proposals were submitted within the time period established for receipt of same.

6. On or about February 10, 2009, the County selected Design-Builder for negotiation of interim and comprehensive agreements for the development, design and construction of the Project, all in accordance with the PPEA and the Guidelines.
7. The Parties have negotiated this Interim Agreement consistent with the PPEA, the Guidelines, other law, Design-Builder's Proposal, and discussions between representatives of the County and Design-Builder, the terms and conditions of which are set out in this Agreement.
8. Having considered Design-Builder's Conceptual Phase Proposal and other information, the County has determined that it is in the best interest of the County and the public purposes of the PPEA, as amended, to authorize Design-Builder to commence preparation of the Detailed Phase Proposal and to perform certain tasks in accordance with the following terms and conditions.

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

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Definitions.** The following definitions apply to this Agreement. Capitalized Terms not defined herein shall have the meanings as defined in the PPEA, The Guidelines and Design-Builder's Conceptual Phase Proposal.
 - a. "Interim Agreement Price" means the amount that the County will be obligated to pay the Design-Builder as stated at Article 7 of this Agreement.
 - b. "Project" means the design, development and construction of the Sandy River Reservoir Water Treatment and Distribution Project as contemplated by the Proposal. "Project" includes both the entirety of the Project or a part thereof.
 - c. "Proposal" means Design-Builder's Conceptual Phase Proposal dated October 17, 2008.
3. **Design-Builder's Responsibilities.**
 - a. Design-Builder shall perform all services set forth in Exhibit A (the "Services").

- b. Design-Builder shall provide the Services in accordance with the schedule set forth in Attachment 1 to Exhibit A (“Interim Agreement Schedule”).
- c. The County and Design-Builder shall use their best efforts to maintain the Interim Agreement Schedule, which can be modified by mutual written agreement of the Parties as circumstances warrant.
- d. Design-Builder shall procure and maintain insurance in accordance with Exhibit D.

4. **County’s Responsibilities.**

- a. The Owner shall have the responsibilities set forth herein as well as set forth in Exhibit B.
- b. The Owner shall provide a proposed form of Comprehensive Agreement and design-build agreement in sufficient time to avoid delay to the Project.

5. **Interpretation and Intent.**

- a. Terms, words and phrases used in this Interim Agreement shall have the meanings given them in this Agreement and the Proposal.
- b. This Interim Agreement forms the entire Agreement between Owner and Design-Builder. No oral representations or other agreements have been made by the Parties except as specifically stated in the Interim Agreement.
- c. Execution of this Interim Agreement shall not bind the County to engage or retain Design-Builder for any additional services through a subsequent Interim Agreement, a Comprehensive Agreement or any other contract.

6. **Contract Price.**

If Owner elects to proceed with the Project after acceptance of Design-Builder’s detailed phase proposal, a Lump Sum Contract Price shall be set forth in the Comprehensive Agreement in accordance with the PPEA and the Guidelines.

7. **Interim Agreement Price and Payments.**

- a. **Interim Agreement Price:** Owner shall pay Design-Builder as set forth in Exhibit C.
- b. **Progress Payments**

- i. Design-Builder shall submit to Owner on the fifth (5th) day of each month after execution of this Interim Agreement, Design-Builder's Application for Payment. The Schedule of Values upon which the Applications for Payment will be based shall be in form and level of detail required by Owner and reasonably acceptable to Design-Builder
 - ii. Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 7.b of this Interim Agreement, but in each case less the total of payments previously made.
8. If, at the sole election of the County, the County decides to proceed with the Project and enter a Comprehensive Agreement with Design-Builder, the Parties agree to negotiate in good faith a Comprehensive Agreement including terms and conditions as follow:
 - a. Design-Builder shall self-perform schedule critical portions of the Project.
 - b. Design-Builder shall enter the Comprehensive Agreement in its corporate capacity, utilizing neither a special purpose entity nor joint-venture, partnership or other form of business association with a third-party. The County acknowledges Design-Builder's intent to utilize consultants, sub-consultants and other entities identified in the Proposal. Design-Builder shall not substitute another entity for the services to be performed by Draper Aden Associates as described in the proposal without the County's prior written approval, which approval shall not be unreasonably withheld.
 - c. Differing Site Conditions: Design-Builder shall assume liability for subsurface conditions that differ materially from conditions that would reasonably be anticipated by the Design-Builder, in the exercise of ordinary care and skill in performing and interpreting a geotechnical investigation conducted with the care and skill ordinarily used by members of the geotechnical engineering profession practicing in the Commonwealth of Virginia under similar conditions at the same time.
 - d. Design-Builder acknowledges that the County is prohibited by law from undertaking any indemnity obligations to Design-Builder.
9. **Stop Work and Termination for Cause.**
 - a. **County's Right to Stop Work.** The County may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed ninety (90) consecutive days, unless the parties agree to further extend said suspension

b. **County's Right to Terminate for Cause.**

- i. If Design-Builder persistently fails to (i) provide a sufficient number of design professionals; (ii) perform the Services with promptness and diligence to ensure that the detailed design and permitting are completed in accordance with the Interim Agreement Schedule; **OR IF** Design-Builder (i) becomes insolvent; (ii) makes a general assignment for the benefit of its creditors; (iii) commences or consents to any action seeking reorganization, liquidation or dissolution under any law relating to bankruptcy or relief of debtors; or (iv) commences or consents to any action seeking appointment of a receiver or trustee for itself or its assets, then the County, shall have the rights set forth in Article 9.b.ii below.
- ii. Upon the occurrence of an event set forth in Article 9.b.i above, the County may provide written notice to Design-Builder that it intends to terminate the Interim Agreement unless the problem cited is cured, or reasonably commenced to be cured, within 30 days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then the County may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration. In such case, Design-Builder shall not be entitled to receive any payment until the Services are complete. If the unpaid balance due Design-Builder under this subparagraph exceeds all direct costs, losses, and damages sustained by the County in completing the Services (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or other dispute resolution costs), such excess will be paid to Design-Builder. If such costs, losses and damages exceed such unpaid balance, Design-Builder shall pay the difference to the County.

- c. **Design-Builder's Right to Terminate for Cause.** Upon the County's failure to make payments in accordance with the provisions hereof, Design-Builder may, upon thirty (30) days written notice, terminate its obligation to provide further services.

10. **Termination for Convenience.** Upon seven (7) days written notice to Design-Builder, the County may, for its convenience and without cause, elect to terminate this Interim Agreement. In such event, the County shall pay Design-Builder for the following:

- a. All Work executed in connection with the Interim Agreement in accordance with the payment terms of the Interim Agreement;
 - b. The County shall not be obligated to pay Design-Builder for profit on services not performed as a result of such termination.
11. **Standard of Care:** Design-Builder agrees that the standard of care for all professional design services performed under this Interim Agreement shall be the care and skill ordinarily used by members of the design profession in the Commonwealth of Virginia practicing on similar projects at the same time.
12. **Resolution of Disputes, Claims and Other Matters.** Disputes, claims and other matters in question between the Parties under the Interim Agreement shall only be resolved as follows:
 - a. The Parties shall first endeavor to resolve any disputes, claims or other matters in question between them through direct negotiations, and if such direct negotiations fail, by non-binding mediation, with the site of the mediation being the County of Prince Edward, Virginia, which is agreed to be the sole and exclusive venue. Should the dispute, claim, or other matter in question remain unresolved for the shorter of (i) the period following negotiation and mediation, or (ii) more than ninety (90) days after mediation is requested by a Party, either Party may proceed in accordance with subparagraph 12(b) below.
 - b. If the procedures of subparagraph 12(a) have been followed, but, more than ninety (90) days have passed since a Party has requested mediation, and the dispute, claim or matter in question remains unresolved, then either Party may institute a lawsuit in the Circuit Court of the County of Prince Edward, Virginia, and may pursue all available appeals in Virginia state courts, to the extent they have jurisdiction.
 - c. Nothing in paragraphs (a) or (b) shall prevent a Party from seeking temporary injunctive or other temporary equitable relief in the Circuit Court of the County of Prince Edward, Virginia if circumstances so warrant.
 - d. In the event of any dispute, claim, or other matter in question arising, Design-Builder shall continue its performance diligently during its pendency as if no dispute, claim or other matter in question had arisen. During the pendency of any dispute in connection with the payment of moneys, Design-Builder shall be entitled to receive payments for non-disputed items.
13. **Notices.** All notices and demands by any party to any other shall be given in writing and sent by a nationally recognized overnight courier or by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

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

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

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

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

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

14. **Successors and Assigns.** Except as expressly otherwise provided, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Interim Agreement may not be assigned by Design-Builder without the prior written consent of the County, exercised in the sole discretion of the Board of Supervisors. Design-Builder acknowledges that the County may assign the Interim Agreement to the Virginia's Heartland Water and Sewer Authority, approval for which Design-Builder shall not unreasonably withhold or condition.
15. **Independent Contractor.** It is expressly understood and agreed by the Parties hereto that Design-Builder, in performing its obligations under this Interim Agreement, shall be deemed an independent contractor and not an agent, employee or partner of the County.
16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for the other counterpart.

17. **Governing Law.** The Interim Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

18. **Annual Appropriation; Filing With Auditor of Public Accounts.** The financial obligations of the County contained in this Agreement are subject to annual appropriation. Within thirty (30) days after the date of this Agreement, the County shall submit a copy of this Agreement to the Auditor of Public Accounts, to the extent required by Va. Code § 56-575.9(F).

19. **Exhibits::** The following exhibits are attached and made part of the contract
 1. Exhibit A – Design/Builder’s Services
 2. Exhibit B – Owner’ Responsibilities
 3. Exhibit C – Payments to Design/Builder for Services
 4. Exhibit D – Insurance
 5. Exhibit E – Proposal Form
 6. Exhibit F – Dispute Resolution (**Not Used**)
 7. Exhibit G – Allocation of Risks
 8. Exhibit H – Special Provisions (**Not Used**)

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

**COUNTY OF PRINCE EDWARD,
VIRGINIA**

By: _____
Name: _____

ATTEST:

County Clerk

Approved as to form:

_____, County Attorney

CROWDER CONSTRUCTION COMPANY

By: _____
Name: _____

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

Initials
Owner: _____
Design/Builder: _____

Design/Builder's Services

ARTICLE A1 –SCOPE OF SERVICES

Part 1. Financial Feasibility Services

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

A. Financial Model

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

a. Option 1 – Hampden-Sydney College Area Only

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

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

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

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

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

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

c. Option 3 – Crewe / Burkeville Area Only

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

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

B. Presentations

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

C. Funding Assistance

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

D. Assist with Negotiations

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

Part 2. Design and Engineering Services

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

A. Sandy River Water Treatment Plant

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

a. Report Phase Services

i. Preliminary Engineering Report (PER)

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

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

ii. Preliminary Site Plan

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

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

iii. Preliminary Site Survey

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

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

iv. Geotechnical Investigations

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

v. TOC Sampling

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

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

b. Preliminary Engineering & Design Phase Services

i. Designer Project Management and Administration

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

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

ii. DEQ Discharge Permit

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

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

iii. Preliminary Plant, Intake, and Pretreatment Design

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

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

B. Sandy River Water System Infrastructure

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

c. Report Phase Services

i. Preliminary Engineering Report (PER)

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

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

d. Preliminary Engineering & Design Phase Services

i. Designer Project Management and Administration

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

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

ii. Environmental Permitting

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

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

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

iii. Route 15 Water Main

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

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

iv. Preliminary Water Main Design

1. Water Main to Route 15

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

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

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

2. Water Main to Crewe

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

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

v. Preliminary Booster and Disinfection Station Design

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

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

vi. Preliminary Water Storage Tank Design

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

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

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

Part 3. Preconstruction Services

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

A. Estimating

a. Presentation Level Estimate

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

b. Preliminary Conceptual Estimate (90% PER)

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

c. Final Conceptual Estimate (100% PER)

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

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

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

B. Scheduling

a. Design Schedule

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

b. Preliminary Construction Schedule

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

C. Value Engineering

a. Bi-Weekly Reviews

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

D. Construction Planning

a. Coordination

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

Part 4. Services Not Included (Currently)

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

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

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

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

Part 1. Financial Feasibility Services

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

Part 2. Engineering Services

A. Sandy River Water Treatment Plant

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

B. Sandy River Water System Infrastructure

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

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

Part 3. Preconstruction Services

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

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

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

Initials
Owner: _____
Design/Builder: _____

Owner's Responsibilities

ARTICLE B1 – FURTHER RESPONSIBILITIES OF OWNER

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

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

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

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

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

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

1. Zoning, deed, and other land use restrictions;

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

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

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

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

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

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

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

K. Provide, as required for the Project:

1. Accounting, bond, financial advisory, and insurance counseling services;
2. Legal services with regard to the Project as needed by Owner, or as Design/Builder reasonably requests.

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

M. Additional Owner responsibilities:

1. Costs of all permits to be paid directly by the Owner.
2. Coordinate meetings with Crewe and Burkeville or any other potential wholesale customers as needed.
3. Owner will pay the cost for any utility connections fees to the new plant facilities (e.g. Dominion Power, Verizon, etc.)
4. Owner will provide and pay for all third party reviews of the preliminary design and engineering services as needed.
5. Costs associated with railroad permits/flagmen will be paid by the Owner.
6. Owner will review and agree with assumptions and projections for rates, fees, number of users, projected revenue, and cost sharing information to be used in the financial model prior to completion.
7. Owner shall provide preliminary financial model based on Preliminary Concept Estimate to potential wholesale partners. Owner shall allow for 120 days for potential wholesale partners to decide if they want to participate in the Project. Owner shall notify Design/Builder of the option selected based on the responses or lack of responses from the potential wholesale partners at the end of the 120 days. Design revisions after that period will be considered an Additional Service.
8. Owner will pay all legal and purchase costs associated with the acquisition of land or easements as required for the Project.

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

Initials
Owner: _____
Design/Builder: _____

Payments to Design/Builder for Services

Article 7 of the Agreement is supplemented as follows:

ARTICLE 7 – Interim Agreement Price and Payments

For Basic Services Having a Determined Scope

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

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

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

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

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

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

Initials
 Owner: _____
 Design/Builder: _____

Insurance

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

A. By Design/Builder:

1. Workers' Compensation: Statutory

2. Employer's Liability –
 Each Accident: \$500,000
 Disease, Policy Limit: \$500,000
 Disease, Each Employee: \$500,000

3. General Liability –
 General Aggregate: \$2,000,000
 Each Occurrence (Bodily Injury and
 Property Damage): \$1,000,000

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

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

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

~~_____ or~~

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

6. Professional Liability Insurance (by Design Professional)
 Per Claim: \$2,000,000
 Aggregate: \$3,000,000

7. ~~Other (specify):~~ _____ \$

B. By Owner:

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

2. ~~Property Damage Liability Insurance:~~ _____ \$

3. Property Insurance: \$1,000,000

4. ~~Other (specify):~~ _____ \$

5. Additional Insureds. The following individuals or entities are to be listed on Owner's policies of insurance as additional insureds as provided in paragraph 6.05.B of the Agreement:

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

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

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

Initials
Owner: _____
Design/Builder: _____

Proposal Form

ARTICLE E1 – LUMP SUM PROPOSAL

E1.01 General

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

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

Initials

Owner: _____

Design/Builder: _____

Dispute Resolution

Intentionally Omitted

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

Initials

Owner: _____

Design/Builder: _____

Special Provisions

Intentionally Omitted



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: October 13, 2009
Item No.: 10
Department: County Administration
Staff Contact: W.W. Bartlett/Sarah Elam Puckett
Issue: PUBLIC HEARING- Ordinance to Ratify County's 1999 Ordinance to Consider CDA Petitions

Summary: In 1999, the Prince Edward County Board of Supervisors adopted an ordinance enabling the Board to assume the power to consider petitions for the creation of community development authorities. As there have been significant changes in the membership of Board of Supervisors and to the *Code of Virginia* since that time, the Board voted to ratify the 1999 Ordinance, prior to acting on the Petition for a new Community Development Authority that has been filed by the Industrial Development Authority.

The Board authorized a public hearing for the October Board meeting. Following the public hearing, the Board will wish to consider the adoption of the attached ratifying ordinance.

Attachments: Public Hearing Notice
Draft Ratifying Ordinance
1999 County Ordinance

Recommendation: Authorize a public hearing for the October Board meeting to consider the ratifying ordinance.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



Please publish in the Wednesday, September 23, 2009 and Wednesday, September 30, 2009 editions of The Farmville Herald.



**NOTICE OF PUBLIC HEARING
ON PROPOSED ORDINANCE RATIFYING ORDINANCE AUTHORIZING
THE BOARD OF SUPERVISORS
TO CONSIDER PETITIONS TO CREATE COMMUNITY
DEVELOPMENT AUTHORITIES**

Notice is hereby given that the Board of Supervisors of the County of Prince Edward, Virginia will hold a public hearing on a proposed ordinance entitled "AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PRINCE EDWARD, VIRGINIA RATIFYING AN ORDINANCE ADOPTED FEBRUARY 9, 1999 ELECTING TO ASSUME THE POWER TO CONSIDER PETITIONS FOR THE CREATION OF COMMUNITY DEVELOPMENT AUTHORITIES."

The public hearing, which may be continued or adjourned, will be held at 7:30 p.m. or as soon thereafter as the matter may be heard on Tuesday, October 13, 2009 in the Board of Supervisors' meeting room, Courthouse Annex, 111 South Street, 3rd Floor, Farmville, Virginia. Any person interested in the proposed ordinance may appear and be heard. A copy of the full text of the proposed ordinance is available for public inspection on the County's web site at www.co.prince-edward.va.us or during regular business hours in the County Administrator's office at the above address.

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 Edward County Administrator's Office at 434-392-8837, prior to October 9, 2009.

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

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

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

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

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

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

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

The undersigned Clerk of the Board of Supervisors of the County of Prince Edward, Virginia, certifies that the foregoing constitutes a true, complete and correct copy of an Ordinance adopted at a regular meeting of the Board of Supervisors of the County of Prince Edward, Virginia, held on October 13, 2009.

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

At a regular meeting of the Board of Supervisors of the County of Prince Edward, Virginia, held on the 9th day of February, 1999, the following Board of Supervisors members were recorded as present:

PRESENT: Albert M. Davis, Jr.
 William G. Fore, Jr.
 James C. Moore
 Howard F. Simpson
 Mary M. Stokes
 W. Bidgood Wall, Jr.
 Grace S. Ward
 Hunter R. Watson

On motion by W. Bidgood Wall, Jr., seconded by Grace S. Ward, the attached Ordinance was adopted by the Board of Supervisors by a roll call vote, the votes being recorded as follows:

<u>MEMBER</u>	<u>VOTE</u>
Albert M. Davis, Jr.	Yes
William G. Fore, Jr.	Yes
James C. Moore	Yes
Howard F. Simpson	Yes
Mary M. Stokes	No
W. Bidgood Wall, Jr.	Yes
Grace S. Ward	Yes
Hunter R. Watson	Abstain

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF PRINCE EDWARD, VIRGINIA
ELECTING TO ASSUME THE POWER TO CONSIDER PETITIONS
FOR THE CREATION OF COMMUNITY DEVELOPMENT
AUTHORITIES**

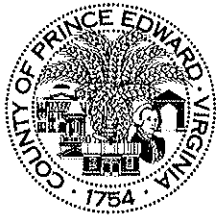
WHEREAS, the Virginia Water and Waste Authorities Act (the "Act") empowers any county not otherwise authorized by the Act to, by ordinance, elect to assume the power to consider petitions for the creation of community development authorities in accordance with the Act; and

WHEREAS, following a public hearing held in accordance with the Act, the Board of Supervisors of the County of Prince Edward, Virginia has determined that it is in the best interest of the County of Prince Edward, Virginia (the "County") for the County to elect to assume such power to consider petitions for the creation of community development authorities.

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

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

CERTIFIED TRUE COPY



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: October 13, 2009
Item No. 11
Department: Economic Development Office
Staff Contact: Sharon Carney, Director Economic Development
Issue: Granite Falls Community Development Authority (CDA)

Summary:

In July 2009, the Industrial Development Authority signed a contingent contract with the Prince Edward Development, LLC for the development of a 150 room Hotel/Conference and Hospitality Training Facility. One of the contract contingencies was the establishment of a Community Development Authority by the Prince Edward County’s Board of Supervisors. This Authority will have the capability to levy certain special assessments such as an assessment on the sale of food and beverages on businesses that operate within the Authority’s Boundaries. The purpose of such assessments is to provide financing for all or portions of the costs of various public improvements including roads and road improvements, water and sewer improvements and parking facilities in connection with the proposed hotel and conference center. It is anticipated the only property to be within the Granite Falls CDA is the Granite Falls Hotel/Conference and Hospitality Training Facility, thus having no impact on properties or businesses outside the Granite Falls CDA Zone.

Prior to establishing a CDA, a Public Hearing is required. Therefore, I respectfully request on behalf of the IDA that a Public Hearing be held at the November 17th Board of Supervisors Meeting for the establishment of the Granite Falls Community Development Authority (CDA).

Attachments:

Recommendation:

Authorize a Public Hearing for the November 17th 2009 Board of Supervisors meeting to establish the Granite Falls Community Development Authority.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



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

Meeting Date: October 13, 2009
Item No.: 12
Department: County Administration
Staff Contact: Sarah Elam Puckett
Issue: Appointments

Summary:

The following terms expire December 31, 2009 and will be advertised in *The Farmville Herald*. Listed by each position is the term of office, the name of the individual currently holding the position and if marked by an asterisk, their willingness to continue to serve.

Appointments are effective January 1, 2010.

Appointment	Term of Office	# of Terms Expiring or Vacancies	Individual Currently in Office
Prince Edward County Planning Commission	4 Years	3 (County Positions)	Sam Coleman* William Porterfield* Earnest Toney
Board of Zoning Appeals <i>(Recommendation to Circuit Court Judge)</i>	5 Years	1	Chuck Benhoff*

Attachments: Public Notice

Recommendation: Authorize Advertising

Motion _____
 Second _____

Fore _____
 McKay _____
 Ward _____

Gilfillan _____
 Moore _____
 Wiley _____

Jones _____
 Simpson _____



Please publish the following Public Notice in the Friday, October 16, 2009 and Friday, November 20, 2009 editions of *The Farmville Herald*. Please provide a Certificate of Publication to the Prince Edward County Administrator's Office.



NOTICE TO THE CITIZENS OF THE COUNTY OF PRINCE EDWARD

To provide the maximum opportunity for citizen participation in our local government, it is the policy of the Prince Edward County Board of Supervisors to advertise all vacancies on county boards, commissions and committees, etc., which call for citizen representation. Citizens interested in serving on a County board, commission or committee may complete a Citizen Volunteer Application, which will be reviewed by the Board during the appointment process.

CURRENT VACANCIES

<u>Position</u>	<u>Term of Office</u>	<u># of Vacancies</u>
Prince Edward County Planning Commission	4 Years	3 County Positions*
Prince Edward County Board of Zoning Appeals	5 Years	1 Position**

Notes: **Individuals holding these positions must live in Prince Edward County outside the limits of the Town of Farmville. Two individuals holding this position have expressed a willingness to continue to serve.*

*** For this position, the Board makes a recommendation to the Circuit Court Judge, who makes the appointment. The individual currently holding this position has expressed a willingness to continue to serve.*

Persons interested in being considered for appointment must submit a County Citizen Volunteer Application to the Prince Edward County Administrator's Office not later than Friday, December 18, 2009. These appointments will be made at the January 12, 2010 Board meeting. Applications are available on the County's web site at www.co.prince-edward.va.us or in the County Administrator's Office, 111 South Street, 3rd Floor, P.O. Box 382, Farmville, Virginia 23901. For additional information about these or other citizen volunteer opportunities, please contact the County Administrator's Office at (434) 392-8837.



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: October 13, 2009
Item No.: 13
Department: County Administrator
Staff Contact: Wade Bartlett
Issue: County Administrator's Report

Summary: The County Administrator will provide a verbal report to the Board.

Attachments: None.

Recommendation: To Be Determined.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: October 13, 2009
Item No.: 14
Department: County Administration
Staff Contact: W.W. Bartlett/Sarah Puckett
Issue: Upcoming Events

Summary:

Attachments:

- a. Luck Stone Open House at Burkeville
Saturday, October 24, 2009
10:00 a.m. – 1:00 p.m.
*Tours of the quarry will be provided, with an opportunity to view a “live” blast.
An educational booth, refreshments, and plenty of associates to answer questions will be available.*

- b. County Business Park Open House
Friday, October 30, 2009
Details will be provided when they become available.

Recommendation: None.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: October 13, 2009
Item No.: 15
Department: County Administration
Staff Contact: W.W. Bartlett/Sarah Puckett
Issue: Correspondence

Summary:

Attachments:

- a. Appomattox County Letter to Gov. Kaine, RE: High Bridge Trail
- b. Nottoway County Letter to Gov. Kaine, RE: High Bridge Trail
- c. Thank You, Scope/Meals on Wheels
- d. Letter, Auditor of Public Accounts, RE: Audits of Constitutional Officers

Recommendation: None.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____

APPOMATTOX COUNTY

COUNTY ADMINISTRATION OFFICE
(434) 352-2637
FAX: (434) 352-4214
www.AppomattoxCountyVa.gov



BOARD OF SUPERVISORS

P. O. Box 863
Appomattox, Virginia 24522

SUPERVISORS

APPOMATTOX RIVER DISTRICT
WILLIAM H. CRAFT

COURTHOUSE DISTRICT
SAMUEL E. CARTER

FALLING RIVER DISTRICT
THOMAS H. CONRAD

PINEY MOUNTAIN DISTRICT
RUSSELL H. MOORE

WRECK ISLAND DISTRICT
GARY W. TANNER

September 21, 2009

The Honorable Timothy M. Kaine
Governor of Virginia
Office of the Governor
Patrick Henry Building, 3rd Floor
1111 East Broad Street
Richmond, Virginia 23219

Dear Governor Kaine:

The members of the Appomattox County Board of Supervisors respectfully request your assistance with insuring the timely completion of High Bridge Trail State Park. We ask that you request the Virginia Department of Transportation to execute a final agreement with the Virginia Department of Conservation and Recreation for the completion of the trail construction within the Park.

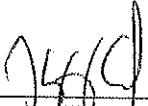
Since February of 2008, the Virginia Department of Conservation and Recreation and the Dillwyn Residency of the Virginia Department of Transportation have worked cooperatively on the construction of the trail and ancillary parking facilities within High Bridge Trail State Park. We believe this partnership represents an extraordinary example of two state agencies working to the benefit of Virginia's communities and her citizens.

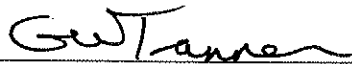
The initiative taken by the employees of these state agencies has (1) saved significant state tax dollars; (2) enabled Virginia's newest state park to open sooner; (3) enhanced the economic future of Appomattox County, Cumberland County, Nottoway County and Prince Edward County, and the Towns of Pamplin, Farmville, and Burkeville; and (4) significantly improved highway safety through the improvement of the at-grade rail crossings all along the corridor.

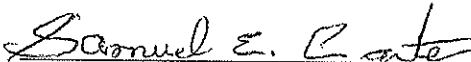
It is the County's understanding that Department of Conservation and Recreation's preliminary cost estimate for trail construction was \$8.8 million. Through this state agency collaboration, trail construction has been accomplished ahead of the park's master plan schedule and significantly under the cost projections. Thus far, Virginia Department of Transportation has completed about twenty-two (22) of the thirty-three (33) miles of trail and spent less than \$1.8 million of state park development funds. If Virginia Department of Transportation completes the entire trail, the total cost of trail construction will be approximately \$3.0 million, a savings of \$5.8 million for the citizens of the Commonwealth.

We, the Board of Supervisors of Appomattox County, commend these employees of Virginia Department of Transportation and Department of Conservation and Recreation and applaud their initiative and teamwork.

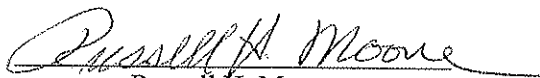
The County of Appomattox appreciates Norfolk Southern's gift to the Commonwealth of Virginia. Your personal support of High Bridge Trail State Park is well noted and greatly appreciated by the citizens of this region. Please help us insure the timely completion of the remaining miles of trail.


Thomas H. Conrad, Chairman


Gary W. Tanner, Vice-Chairman


Samuel E. Carter


William H. Craft


Russell H. Moore

Cc: The Honorable Tom Perriello, United States House of Representatives
The Honorable Frank M. Ruff, Senate of Virginia
The Honorable Watkins M. Abbitt, Jr., Virginia House of Delegates
The Honorable Clarke N. Hogan, Virginia House of Delegates
The Honorable L. Preston Bryant, Jr., Secretary of Natural Resources
The Honorable Pierce R. Homer, Secretary of Transportation
The Honorable Kenneth S. White, Commonwealth Transportation Board
The Honorable Sherry Swinson, Board of Conservation and Recreation
W. Bruce Wingo, Norfolk Southern Corporation
Joseph H. Maroon, Director, Virginia Department of Conservation and Recreation
David S. Ekern, P.E., Commissioner, Virginia Department of Transportation
Joe Elton, Director, Virginia State Parks
Rob Cary, P.E., District Administrator, Lynchburg VDOT
J. Eric Hougland, Park Manager, High Bridge Trail State Park
W.A. Leatherwood, P.E., Residency Administrator, Dillwyn, VDOT
County of Cumberland
County of Nottoway
County of Burkeville
County of Prince Edward
Town of Farmville
Town of Pamplin

OFFICE OF
THE BOARD OF SUPERVISORS
NOTTOWAY COUNTY

SUPERVISORS

CLARENCE A. SIMPSON, CHAIRMAN
DISTRICT 5
STEVE W. BOWEN, VICE CHAIRMAN
DISTRICT 1
GARY L. SIMMONS
DISTRICT 2
JACK J. GREEN
DISTRICT 3
SHERMAN C. VAUGHN
DISTRICT 4



P. O. BOX 92
344 W. COURTHOUSE RD.
NOTTOWAY, VIRGINIA 23955
TELEPHONE (434) 645-8696
FAX NO. (434) 645-8667
E-MAIL: nottoway@nottoway.org

ADMINISTRATOR
RONALD E. ROARK

ASSISTANT ADMINISTRATOR
JOHN N. PROSISE

BUILDING INSPECTOR
A. Q. ELLINGTON, III

COUNTY PLANNER
STEVE D. FERGUSON

September 18, 2009

The Honorable Timothy M. Kaine
Governor of Virginia
Office of the Governor
Patrick Henry Building, 3rd Floor
1111 East Broad Street
Richmond, Virginia 23219

Dear Governor Kaine,

The Nottoway County Board of Supervisors recently received correspondence from the Prince Edward County Board of Supervisors concerning the completion of High Bridge Trail State Park.

The Nottoway County Board of Supervisors has supported the establishment of the High Bridge Trail since its inception and continues to believe that the state park will be a huge benefit to the residents of our communities.

At its September 17th meeting, the Nottoway County Board of Supervisors voted unanimously to support the initiative of the Prince Edward County Board and to respectively request your assistance with ensuring the timely completion of the High Bridge Trail State Park.

Sincerely,

A handwritten signature in cursive script that reads "Ronald E. Roark".

Ronald E. Roark
County Administrator

CC: W.W. Bartlett
Prince Edward County Administrator



SCOPE/Meals On Wheels

Serving The Heart of Virginia

P.O. Box 758

Farmville, Va. 23901

(434) 392-8797

on the web at: scopemow.farmville.net

17 September 2009

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

Dear Friends:

On behalf of the Board of Directors of SCOPE/Meals on Wheels, please accept my thanks for your generous donation of \$ 4,7500.00 made on July 22, 2009. Financial support from you, especially in these tight economic times, is essential for us to continue this program to our citizens.

Every donation is important to our mission of delivering nutritious meals to homebound elderly and disabled adults in Farmville, Prince Edward County, and parts of Buckingham, Charlotte, and Cumberland counties.

We have just marked out eighth year of operation and appreciate your help in making the ninth year of service to this community possible.

Thank you again.

Sincerely,

Elna Ann Mayo
Treasurer

Contributions to SCOPE/Meals on Wheels are deductible under State and Federal Income Tax laws. SCOPE/Meals on Wheels has not provided any goods or services for this contribution.

SCOPE/Meals On Wheels Board of Directors (9/5/08)

Martha Cleveland, Nellie Coles, Becky Kelly, Rev. Frank Lacey, Debbie Lehman, Bob Mason,

Maurice Maxwell, E.A. Mayo (**Treasurer**), Emma Reid, Bertha Shepperson (**Secretary**),

Bernice Smith, Pauline Stokes, Sarah Stokes, Juanita Taylor, Que Wilhelmi (**Vice-Chair**), Billy Womack, Jim Young.

Director of Operations: Hoke Currie **Director of Development:** Carolyn Spillman **Rental Manager:** Dorothy Session



Commonwealth of Virginia

Auditor of Public Accounts
P.O. Box 1295
Richmond, Virginia 23218

Walter J. Kucharski, Auditor

September 11, 2009

William G. Fore, Jr.
Board Chairman
P.O. Box 382
Farmville, VA 23901

County of Prince Edward

Dear Mr. Fore:

We have reviewed the Commonwealth collections and remittances of the Treasurer, Commissioner of the Revenue and Sheriff of the locality indicated for the year ended June 30, 2009. Our primary objectives were to determine that the officials have maintained accountability over Commonwealth collections, established internal controls, and complied with state laws and regulations.

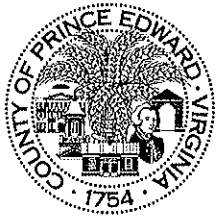
The results of our tests found the Treasurer, Commissioner of the Revenue and Sheriff complied, in all material respects, with state laws, regulations and other procedures relating to the receipt, disbursement, and custody of state funds, except as follows.

The Treasurer did not maintain sufficient internal control over state funds as described below.

Properly Perform Monthly Reconciliations

The Treasurer did not complete the monthly reconciliations of her accounting records to the State Comptroller's report provided by the Department of Accounts. Although the Treasurer reconciled the assessments and collections, she failed to reconcile ending balances and to contact the State Comptroller to correct errors found during the reconciliation.

Timely monthly reconciliations are a significant internal control, which is essential for determining the reliability of information. The Treasurer should reconcile assessments, collections, and ending balances to State Comptroller's monthly reports as required by Section 58.1-3168 of the Code of Virginia and submit corrections timely. Proper procedures will ensure complete and accurate recording of tax assessments and collections.



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: October 13, 2009
Item No.: 16
Department: County Administration
Staff Contact: W.W. Bartlett/Sarah Puckett
Issue: Monthly Reports

Summary:

Attachments:

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

Recommendation: Acceptance.

Motion _____
Second _____

Fore _____
McKay _____
Ward _____

Gilfillan _____
Moore _____
Wiley _____

Jones _____
Simpson _____



Animal Control Monthly Report

"September 2009"

Dogs

Picked Up	50
Claimed By Owner	5
Adopted	5
Died in Kennel	0
Euthanized	25
Transferred to SPCA	15
Dead on Arrival	0

Wildlife

Handled	0
Euthanized	0

Livestock

Returned to Owner	0
Died in Kennel	0

Other Companion Animals

Returned to Owner	0
-------------------	---

Cats

Picked Up	17
Claimed By Owner	0
Adopted	2
Euthanized	6
Died in Kennel	0
Transferred to SPCA	9
Dead on Arrival	0

Number of Calls to Shelter	180
-----------------------------------	-----

Summons Issued	15
-----------------------	----

Warrants Served	0
------------------------	---

Days in Court	3
----------------------	---

Nuisance Dogs	4
----------------------	---

Dangerous Dogs	2
-----------------------	---

Fees Collected \$355.00

Bill the Town of Farmville

_____ Cats housed (7 days each)

Total \$0.00

Total Fees Collected \$355.00

S. Ray Foster & Vicki Horn, Animal Control

BUILDING OFFICIAL
 Permits Issued Report
 9/01/2009 Through 9/30/2009

ADDITIONS	- Issued	3
	- Value	\$31,000.00
	- Permit Fees	\$279.60
	- 2.00% STATE TAX	\$5.59
	- Fees Collected	\$.00
ONE & TWO FAMILY DWELLING	- Issued	2
	- Value	\$488,000.00
	- Permit Fees	\$954.60
	- 2.00% STATE TAX	\$19.09
	- Fees Collected	\$.00
ELECTRICAL	- Issued	20
	- Value	\$.00
	- Permit Fees	\$1,085.00
	- 2.00% STATE TAX	\$21.70
	- Fees Collected	\$.00
MECHANICAL	- Issued	9
	- Value	\$12,200.00
	- Permit Fees	\$815.00
	- 2.00% STATE TAX	\$16.30
	- Fees Collected	\$.00
MECHANICAL/GAS	- Issued	3
	- Value	\$.00
	- Permit Fees	\$200.00
	- 2.00% STATE TAX	\$4.00
	- Fees Collected	\$.00
MANUFACTURED HOMES	- Issued	4
	- Value	\$104,000.00
	- Permit Fees	\$590.50
	- 2.00% STATE TAX	\$11.81
	- Fees Collected	\$.00
PLUMBING	- Issued	9
	- Value	\$5,500.00
	- Permit Fees	\$500.00
	- 2.00% STATE TAX	\$10.00
	- Fees Collected	\$.00
REMODELING	- Issued	1
	- Value	\$25,000.00
	- Permit Fees	\$100.00
	- 2.00% STATE TAX	\$2.00
	- Fees Collected	\$.00
Total Permits - Issued		51
Total Permits - Value		\$665,700.00
Total Permits - Permit Fees		\$4,524.70
Total Permits -		
	State Tax 2%	<u>90.49</u>
		\$ 4,615.19

PRINCE EDWARD COUNTY CANNERY

7916 Abilene Road
Farmville, Virginia 23901

LENA HUDDLESTON

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

September 2009 Cannery Report

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

1636 (qt.)	@	.48 =	785.28
322 (pt)	@	.40 =	128.80
40 lbs. Meat	@	.20 =	8.00
40 Patrons usage	@	1.00 =	40.00
30 % out of county			31.32
61 gal.	@	1.25 =	<u>76.25</u>
TOTAL			\$ 1,069.65

L. Huddleston

dbw

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

**Comparative Receipts and Expenditures
Year to Date**

Month of September 2009

Receipts:	Fiscal 2009			Fiscal 2010			Diff.
	Budgeted	Rec. YTD	Percent	Budgeted	Rec. YTD	Percent	
Sales Tax	3,083,012.00	759,872	24.65	2,687,309.00	633,105	23.56	1.09
Basic Aid	8,858,101.00	2,159,033	24.37	7,886,187.00	1,970,413	24.99	-0.61
Other State	6,128,154.00	890,346	14.53	6,801,017.00	871,023	12.81	1.72
Total State	18,069,267.00	3,809,250	21.08	17,374,513.00	3,474,542	20.00	1.08
Federal Funds	2,403,092.00	246,779	10.27	2,707,932.00	400,329	14.78	-4.51
Local Funds	8,077,457.00	1,376,440	17.04	7,968,567.00	1,018,724	12.78	4.26
Cash Book	375,100.00	55,039	14.67	376,000.00	76,621	20.38	-5.70
Total Revenue	28,924,916.00	5,487,509	18.97	28,427,012.00	4,970,215	17.48	1.49
Expenditures:	Budgeted	Expended YTD	Percent	Budgeted	Expended YTD	Percent	Diff.
Instruction	22,106,881.00	3,801,200	17.19	22,018,401.00	3,402,159	15.45	1.74
Administration	1,590,575.00	393,185	24.72	1,513,615.00	338,762	22.38	2.34
Transportation	2,026,900.00	300,433	14.82	1,928,199.00	267,490	13.87	0.95
Maintenance	2,045,650.00	400,150	19.56	1,968,450.00	394,547	20.04	-0.48
Food Service	10,158.00	1,576	15.51	10,580.00	1,610	15.22	0.30
Facilities	185,820.00	6,454	3.47	137,725.00	40,383	29.32	#####
Debt Service	958,932.00	584,510	60.95	850,042.00	525,264	61.79	-0.84
Contingency Reserves	0.00	0	0.00	0.00	0	0.00	0.00
Total Expenditures	\$28,924,916.00	5,487,509	18.97	\$28,427,012.00	4,970,215	17.48	1.49

For Fiscal 2008 and 2009, Technology Expenditures are included as a part of both Instruction and Administration.

Saved as September 09-10 Expense Compare

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

Month Ending Sept. 30, 2009

(rounded to nearest dollar)

<u>Revenues</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance Actual Under (Over) Budget</u>	<u>YTD as a Percent of Budget</u>
From the Commonwealth:					
State School Food	\$ 3,300	\$ 3,300	\$ 80,521	\$ -	4.10
School Breakfast	\$ -	\$ -	\$ 2,124	\$ -	0.00
Total State.....	\$ 3,300	\$ 3,300	\$ 82,645	\$ -	3.99
Federal Reimbursement	\$ 35,416	\$ 35,416	\$ 750,000	\$ 714,584	4.72
Cash Book -Local.....	\$ 19,541	\$ 47,556	\$ 259,611	\$ 212,055	18.32
Total Revenues.....	\$ 58,256	\$ 86,271	\$ 1,092,256	\$ 1,005,985	7.90

<u>Expenditures</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>Outstanding Encumbrances</u>	<u>Expended & Encumbered (Over) Under Budget</u>	<u>Expen. & Encumbrance as a % of Budget</u>
Salary	\$ 30,990	\$ 77,639	\$ 302,561	\$ 401,090	94.79
Fringe Benefits	\$ 11,466	\$ 25,072	\$ 112,555	\$ 138,456	99.40
Purchased Services	\$ 10,213	\$ 11,872	\$ 1,645	\$ 13,518	100.00
Materials & Supplies	\$ 7,632	\$ 9,909	\$ 5,624	\$ 94,437	16.45
Food Supplies	\$ 29,032	\$ 31,400	\$ 31,365	\$ 436,756	14.37
Uniforms	\$ -	\$ -	\$ -	\$ -	0.00
Furniture/Equipment	\$ -	\$ -	\$ -	\$ 8,000	0.00
			\$ 461	\$ (461)	-
Total Expenditures.....	\$ 89,333	\$ 155,893	\$ 454,211	\$ 1,092,256	55.86

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

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

Month of September 2009

Receipts:	Fiscal 2009			Fiscal 2010			
	Budgeted	Rec. YTD	Percent	Budgeted	Rec. YTD	Percent	Diff.
State School Food	13,408	0	0.00	80,521	3,300	4.10	4.10
School Breakfast	<u>0</u>	<u>0</u>	0.00	<u>2,124</u>	<u>0</u>	0.00	0.00
Total State	13,408	0	0.00	82,645	3,300	3.99	3.99
Federal Reimbursement	787,392	55,202	7.01	750,000	35,416	4.72	-2.29
Cash Book - Local	<u>285,000</u>	<u>51,697</u>	18.14	<u>259,611</u>	<u>47,556</u>	18.32	0.18
Total Revenue	\$1,085,800	\$106,899	9.85	\$1,092,256	\$86,271	7.90	-1.95
Expenditures:	Fiscal 2009			Fiscal 2010			
	Budgeted	Expended YTD	Percent	Budgeted	Expended YTD	Percent	Diff.
Salary	446,630	82,178	18.40	401,090	77,639	19.36	0.96
Fringe Benefits	175,751	31,797	18.09	138,456	25,072	18.11	0.02
Purchased Services	14,200	12,758	89.84	13,518	11,872	87.83	-2.01
Materials & Supplies	110,032	10,221	9.29	94,437	9,909	10.49	1.20
Food Supplies	323,187	48,485	15.00	436,756	31,400	7.19	-7.81
Uniforms	0	0	0.00	0	0	0.00	0.00
Furniture/Equipment	16,000	4,161	26.01	8,000	0	0.00	-26.01
Contingency Reserves	<u> </u>	<u> </u>		<u> </u>	<u> </u>		
Total Expenditures	\$1,085,800	\$189,599	17.46	\$1,092,256	\$155,893	14.27	-3.19

Saved as September 09-10 Expense Compare Food Service

Prince Edward County Public Schools
Summary Financial Report

Month Ending 9/30/2009

(rounded to nearest dollar)

<u>Revenues</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance Actual Under (Over) Budget</u>	<u>YTD as a Percent of Budget</u>
From the Commonwealth:					
State Sales Tax.....	\$ 211,299	\$ 633,105	\$ 2,687,309	\$ 2,054,204	23.56
Basic School Aid.....	\$ 656,804	\$ 1,970,413	\$ 7,886,187	\$ 5,915,774	24.99
All Other.....	\$ 284,488	\$ 871,023	\$ 6,801,017	\$ 5,929,994	12.81
Total State.....	\$ 1,152,591	\$ 3,474,542	\$ 17,374,513	\$ 13,899,971	20.00
From the Federal Gov't.....	\$ 157,050	\$ 400,329	\$ 2,707,932	\$ 2,307,603	14.78
Tran. From General Fund(County)	\$ 729,460	\$ 1,018,724	\$ 7,968,567	\$ 6,949,843	12.78
Cash Book -Local.....	\$ 13,374	\$ 76,621	\$ 376,000	\$ 299,379	20.38
Total Revenues.....	\$ 2,052,475	\$ 4,970,215	\$ 28,427,012	\$ 23,456,797	17.48

<u>Expenditures</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>Outstanding Encumbrances</u>	<u>Budget</u>	<u>Expended & Encumbered (Over) Under Budget</u>	<u>Expended & Encumbered as a % of Budget</u>
1000-Instruction.....	\$ 1,620,401	\$ 3,402,159	\$ 14,129,880	\$ 22,018,401	\$ 4,486,362	79.62
2000-Admin., Health/Att.....	\$ 118,113	\$ 338,762	\$ 790,665	\$ 1,513,615	\$ 384,188	74.62
3000-Transportation.....	\$ 127,408	\$ 267,490	\$ 839,910	\$ 1,928,199	\$ 820,799	57.43
4000-Operation/Maintenance	\$ 162,749	\$ 394,547	\$ 654,546	\$ 1,968,450	\$ 919,357	53.30
5000-Food Service.....	\$ 805	\$ 1,610	\$ 805	\$ 10,580	\$ 8,165	22.83
6000-Facilities.....	\$ 23,000	\$ 40,383	\$ 20,754	\$ 137,725	\$ 76,588	44.39
7000-Debt. Ser.....	\$ -	\$ 525,264	\$ 324,778	\$ 850,042	\$ 0	100.00
8000-Contingency Reserve	\$ -	\$ -	\$ -	\$ -	\$ 0	0.00
Total Expenditures.....	\$ 2,052,475	\$ 4,970,215	\$ 16,761,338	\$ 28,427,012	\$ 6,695,459	76.45