#### **VIRGINIA:**

A meeting of the Lancaster County Board of Supervisors was held in the Administrative Building Board/Commission Meeting Room of said county on Thursday, September 24, 2015.

Members Present: Jason D. Bellows, Chair

Ernest W. Palin, Jr., Vice Chair

F. W. Jenkins, Jr., Board Member

William R. Lee, Board Member

B. Wally Beauchamp, Board Member

Staff Present: Frank A. Pleva, County Administrator

Don G. Gill, Planning and Land Use Director

Crystal Whay, Building/Land Use Secretary

Mr. Bellows called the meeting to order at 7:00 p.m.

#### **PUBLIC INPUT**

Mr. George Bott, a District 1 citizen, stated that he wanted to remind everyone about the Hospice Turkey Shoot Regatta being held on the first weekend in October.

Mr. Bott stated that he wanted to speak about the idea of a Lancaster County community picnic. He stated that a picnic would have many benefits including breaking down barriers between citizens and elected officials. He stated that one way to get started would be for the Board to participate in the "no towers" rally scheduled for October 31<sup>st</sup> at the Irvington Commons area. He stated that their goal is to have at least 1000 people in attendance and there would be information on the towers, a band and free food. He stated that the rally is being supported by the Save the Rappahannock Coalition. He stated that he thought the County should fund the rally as a prototype for a county picnic. He stated that he thought \$1500 would cover it. He also requested a donation to the Save the Rappahannock Coalition as well.

Mr. Charlie Costello, a District 2 citizen, referred to a letter that he had received from Dominion Virginia Power and stated that there was a statement in it which read that there had been numerous meetings with elected officials. He mentioned a meeting in September 2014 and another in May 2015 and asked if there had been anymore.

Mr. Bellows replied that there were no other meetings until he called for the summit.

Mr. Costello stated that he wanted it in the record that there were no other meetings besides the ones he mentioned and he stated that the May meeting was just a briefing with a power point presentation and the Dominion Virginia Power representatives did not discuss any other alternatives or ask for opinions or concerns. He thanked the Board for their support on the issue.

Mr. Carl Smith stated that he was the President of the Save the Rappahannock Coalition. He referred to the picnic that Mr. Bott had mentioned and urged the Board to support it. He stated that they wanted to be able to provide food for potentially 1000 people and planned on cooking themselves.

Mr. Smith stated that there were many people behind the scenes that have worked hard in opposition to the overhead lines and he wanted to thank them for their time and effort. He stated that his organization has some great legal talent among their volunteers and would like to get those individuals together with the counsel for the County, so they can make sure they have the best legal plan available. He stated that his second request is that the Board authorize that meeting.

Mr. Lloyd Hill, a District 4 citizen, stated that making a left hand turn in White Stone, either going to Windmill Point or Irvington, can be problematic. He stated that he wanted to request a study for the feasibility of a lead green arrow on the lights in White Stone.

Mr. Bellows stated that part of the problem results from the left hand turn light at Harmony Grove in Middlesex County. He stated that Mr. Harper of VDOT was present at the meeting and he asked that he honor that request.

#### **PRESENTATIONS**

#### Recognizing the 2015 Lancaster High School Boys Track and Field Team

**Whereas,** the 2015 Lancaster High School Boys Track and Field Team was Conference 43 Champion and Region 1A East Champion and qualified for the Virginia High School League Division 1A State Championship Meet; and

**Whereas,** the 2015 Lancaster High School Boys Track and Field Team finished overall as the Virginia High School League Division 1A State Runner-Up with an Individual State Championship and Team Event State Championship; and

**Whereas,** the 2015 Lancaster High School Boys Track and Field Team was coached by Draper Washington, Marcus Ferguson, Irvin Nickens and James Timm and consisted of the following student athletes with their state accomplishments:

 $\begin{tabular}{ll} \textbf{Tyrell Henderson - State Champion 300 meter hurdles}, $2^{nd}$ Place $4 \times 100$ meters, $2^{nd}$ Place $200$ meters, $3^{rd}$ Place Triple Jump, $7^{th}$ Place Long Jump; \\ \textbf{Trevon Henderson - State Champion 4 x 400 meters}, $2^{nd}$ Place $4 \times 100$ meters, $3^{nd}$ Place$ 

3<sup>rd</sup> Place High Jump, 6<sup>th</sup> Place Triple Jump, 7<sup>th</sup> Place 400 meters; **Patrick Kelley - State Champion 4 x 400 meters**, 2<sup>nd</sup> Place 800 meters, 5<sup>th</sup> Place

4 x 800 meters;

**Darius Reed - State Champion 4 x 400 meters**, 5<sup>th</sup> Place 300 meter hurdles, 5<sup>th</sup> Place 4 x 800 meters;

Sean Jones - State Champion 4 x 400 meters, 5th Place 4 x 800 meters;

Shawn Sutton - 2<sup>nd</sup> Place Triple Jump, 9<sup>th</sup> Place High Jump,

**Justin Washington** - 2<sup>nd</sup> Place 4 x 100 meters;

**Divaris Redmond** - 2<sup>nd</sup> Place 4 x 100 meters;

**Zac Benton** - 5<sup>th</sup> Place 4 x 800 meters;

Wyatt McCranie - 13th Place 3200 meters;

Ralph Coleman - Alternate 4 x 800 meters;

**Darrian Doggett** - Alternate 4 x 100 meters;

**Now, Therefore Be It Resolved,** that the Board of Supervisors of Lancaster County hereby recognizes the exemplary dedication and determination of, and expresses its admiration to, the 2015 Lancaster High School Boys Track and Field Team for the laudatory accomplishments attained this season culminating as the Virginia High School League Division 1A State Runner-Up; and

**Be It Finally Resolved,** that a copy of this resolution expressing the sense of the Board of Supervisors of Lancaster County on this matter be conveyed to the Lancaster County School Board, the Lancaster High School Athletic Director and be spread upon the meeting minutes of said Board of Supervisors.

Mr. Lee made a motion to adopt the resolution.

VOTE: Jason D. Bellows Aye

Ernest W. Palin, Jr. Aye

F. W. Jenkins, Jr. Aye

William R. Lee Aye

B. Wally Beauchamp Aye

#### VIRGINIA DEPARTMENT OF TRANSPORTATION

Mr. Robert Harper of VDOT referred to Mr. Hill's request concerning the traffic light in White Stone and stated that he would pass the request on to the traffic engineering department and report the findings when they are available.

Mr. Harper stated that they are currently mowing grass on the secondary roads and should be finished in early October and then will move on to the primary roads. He stated that paving at the foot of the Norris Bridge has been completed and the striping will be done in a few days.

Mr. Harper stated that VDOT is currently accepting bids for snow removal and he would be back at next month's meeting with the final numbers on the amount of hired equipment.

Mr. Harper referred to two speed studies and stated that the first, which is on Mulberry Creek Road (Route 748) and Waterview Road (Route 753), will be posted at 25 miles per hour per the traffic engineering department and signs will be installed in the near future. He stated that the second speed study, which was on Route 201 North at the curb and gutter section in Lively, resulted in the speed limit remaining the same at 35 miles per hour.

Mr. Pleva referred to the Walgreen's intersection at the James B. Jones Memorial Highway (Route 688) and stated that he, Don Gill, Planning Director, Tom Saunders, Kilmarnock Town Manager and David Brown, VDOT Resident Engineer had met earlier in the day to discuss possible concepts for reinstalling the left hand turn lane.

#### **PUBLIC HEARING**

None.

#### **CONSENSUS DOCKET**

Motion was made by Mr. Beauchamp to approve the Consensus Docket and recommendations as follows:

1. Minutes for the August 27, 2015 Regular Meeting

Recommendation: Approve minutes as submitted

2. Wetlands and Shoreline Workshop Funding

Recommendation: Approve funding as submitted

VOTE: Jason D. Bellows Aye

Ernest W. Palin, Jr. Aye

F. W. Jenkins, Jr. Aye

William R. Lee Aye

B. Wally Beauchamp Aye

#### **CONSIDERATION DOCKET**

The Board considered the following items on its Consideration Docket:

#### 1. Approval of September 2015 Salaries and Invoice Listings

The motion was made by Mr. Palin to approve the salaries for September 2015 in the amount of \$250,600.85 and invoice listings for September 2015 in the amount of \$1,824,677.49\*.

\*Capital Improvements - \$514,403.74

\*Greentown/Gaskins Project - \$23,860.00

\*Loans - \$777,152.63

VOTE: Jason D. Bellows Aye

Ernest W. Palin, Jr. Aye

F. W. Jenkins, Jr. Aye

William R. Lee Aye

B. Wally Beauchamp Aye

#### 2. Revenue Anticipation Note Bid Proposal and Resolution

Mrs. Bonnie Haynie, Lancaster County Treasurer, stated that a couple of months ago she had asked the Board for permission to obtain bids for the Revenue Anticipation Note. She stated that the paperwork and resolution for the Revenue Anticipation Note was before them in their board packages for their approval.

Mrs. Haynie stated that the loan is desperately needed. She stated that the expenditures that were just approved for September are just the Board of

Supervisors' expenditures only and does not include the schools or social services expenditures. She stated that once all of the expenditures are paid on September 30th, without the loan, it would not leave much of a balance in the bank.

Mr. Palin asked if \$1.5 million was enough.

Mrs. Haynie replied that she thought so and she was going to request that the departments not do their middle of the month expenditures until the end of the month.

## A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$1,500,000 PRINCIPAL AMOUNT OF A REVENUE ANTICIPATION NOTE OF THE COUNTY OF LANCASTER, VIRGINIA, AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF

#### Adopted September 24, 2015

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Be it Resolved by the Board of Supervisors of the County of Lancaster, Virginia:

<u>Section 1 - Definitions</u> Unless the context shall clearly indicate some other meaning, the following words and terms shall for all purposes of the Resolution and of any certificate, resolution or other instrument amendatory thereof or supplemental thereto for all purposes of any opinion or instrument or other documents therein or herein mentioned, have the following messages:

"Act" shall mean the Public Finance Act, Chapter 26, Title 15.2 of the Code of Virginia of 1950, as amended.

"Board" shall mean the County Board of Supervisors.

**"Bond Counsel"** shall mean Sands Anderson PC or another attorney or firm of attorneys nationally recognized on the subject of municipal bonds selected by the County.

**"Business Day"** shall mean any Monday, Tuesday, Wednesday, Thursday or Friday on which commercial banks generally are open for business in the Commonwealth of Virginia.

"Chairman" or "Chair" shall mean the Chairman or Vice Chairman of the Board.

"Clerk" shall mean the Clerk of the Board.

"Closing Date" shall mean the date on which the Note is issued and delivered to the Noteholder.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and applicable regulations, procedures and rulings thereunder.

"Commonwealth" shall mean the Commonwealth of Virginia.

- "County" shall mean the County of Lancaster, Virginia.
- "Interest Account" shall mean the Interest Account in the Note Fund established by Section 6.
  - "Interest Payment Date" shall mean the Maturity Date.
- "Maturity Date" shall mean a date designated by the Chairman but not later than June 30, 2016.
  - "Note Fund" shall mean the Note Fund established by Section 6.
- "Note or Notes" shall mean the revenue anticipation note of the County, Series 2015, in the aggregate principal amount of up to \$1,500,000 authorized to be issued hereunder.
- "Note Period" shall mean the period beginning on the Closing Date and ending on the Maturity Date.
- **"Noteholder"** or "**Holder"** shall mean the lender designated by the Chairman based on the evaluation of responses to the County's request for proposals, as registered owner of the Note.
- **"Outstanding"** when used in reference to the Note shall mean, as of a particular date, the Note authenticated and delivered under this Resolution except:
  - (i) any Note cancelled by the County at or before such date;
  - (ii) any Note for the payment of which cash equal to the principal amount thereof, with interest to the date of maturity, shall have been deposited with the Paying Agent prior to maturity;
  - any Note for the redemption or purchase of which cash or noncallable direct obligations of the United States of America, equal to the redemption or purchase price thereof to the redemption or purchase date, shall have been deposited with the Paying Agent, for which notice of redemption or purchase shall have been given in accordance with the Resolution;
  - (iv) any Note in lieu of, or in substitution for, which another Note shall have been authenticated and delivered pursuant to this Resolution; and

(v) any Note deemed paid under the provisions of Section 9, except that any such Note shall be considered Outstanding until the maturity or redemption date thereof only for the purposes of actually being paid.

**"Paying Agent"** shall mean the County Treasurer acting as Paying Agent hereunder as designated and authorized under Section 3 or its successors or assigns serving as such hereunder.

"**Principal Account**" shall mean the Principal Account in the Note Fund established by Section 6.

"Proceeds Fund" shall mean the Proceeds Fund established by Section 4.

"Registrar" shall mean the Paying Agent, or its successors or assigns serving as such hereunder.

#### **Section 2 - Findings and Determinations**

The Board hereby finds and determines that (i) the County is in need of funds to meet appropriations made for the current fiscal year which began on July 1, 2015 in anticipation of the collection of tax and other revenues during the same fiscal year, to be paid for by such revenues (ii) the obtaining of such funds will be for the welfare of citizens of the County for purposes which will serve the County and its citizens, (iii) the most effective and efficient manner in which to provide such funds to the County is by a revenue anticipation note issued by the County to be sold to the Noteholder and (iv) the issuance of the Note is in the best interests of the County and its citizens.

#### Section 3 - Authorization, Form and Details of the Note

There is hereby authorized to be issued a revenue anticipation note of the County in the aggregate principal amount of up to \$1,500,000. The Note authorized herein shall be designated "Revenue Anticipation Note, Series 2015," shall be issuable as a fully registered note, without coupons, in denominations of \$5,000 or any whole multiple thereof, shall be dated the Closing Date, shall be numbered R-1 upwards, shall bear interest payable on the Maturity Date at a rate per annum not to exceed 2.75% and the Note shall mature on the Maturity Date. The Note may be prepaid, without penalty, in whole or in part, at any time, upon 15 days notice to the Noteholder. The Chairman is hereby authorized to determine the final interest rate, interest payment dates, principal amount and Maturity Date of the Note, subject to the parameters herein, and based on the advice and recommendations of the County Treasurer, County Administrator and the County's Financial Advisor, whose determination thereof shall be conclusively confirmed by such Chairman's execution thereof.

The Note is hereby authorized to be issued under the Act. The Note shall bear interest from the date on which it is authenticated. Interest on the Note shall be computed on an accrual basis of actual days elapsed over a 30-day month/360-day year. Principal of,

premium, if any, and interest on, the Note shall be payable in lawful money of the United States of America. Interest on the Note shall be payable on the Maturity Date (and, if the Maturity Date is June 30, 2016 on December 31, 2015) by check or draft from the County to the Holder of the Note at its address as it appears on the registration books kept by the Registrar as of the 15th day of the month on which an Interest Payment Date occurs. Principal of the Note shall be payable at the principal office of the Paying Agent upon presentation and surrender of the Note on the Maturity Date. Upon written request in form satisfactory to the County and the Registrar, signature guaranteed, by the registered Holder of at least \$500,000 aggregate principal amount of Note and upon receipt of such Note by the County, principal and/or interest shall be payable by wire transfer in immediately available funds.

The Note shall be printed, lithographed or typewritten and shall be substantially in the form hereinbelow set forth, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution, including such variations, insertions and omissions as shall be necessary to issue the Note under a system of book-entry for recording the ownership and transfer of ownership of rights to receive payments of principal of and interest on the Note and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

If any principal of, or interest on, the Note is not paid when due (whether at maturity, by acceleration or call for redemption, or otherwise), then, to the extent permitted by law, the overdue installments of principal shall bear interest until paid at the same rate as set forth in such Note. The Note shall be signed by the facsimile or manual signature of the Chairman. The facsimile of its seal shall be printed thereon or manually impressed thereon and attested by the facsimile or manual signature of the Clerk. In case any officer whose signature or facsimile of whose signature shall appear on any Note shall cease to be such officer before delivery of the Note, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he remained in office until such delivery.

The Note shall bear a certificate of authentication, in the form set forth below, duly executed by the Registrar. The Registrar shall authenticate each Note with the signature of an authorized officer of the Registrar, but it shall not be necessary for the same officer to authenticate all of the Notes. Only such authenticated Note shall be entitled to any right or benefit under this Resolution, and such certificate on any Note issued hereunder shall be conclusive evidence that the Note has been duly issued and is secured by the provisions hereof.

The Paying Agent shall act as Registrar and shall maintain Registration Books for the registration and the registration of transfer of the Note. The County Treasurer is hereby designated and authorized to act as Paying Agent and Registrar hereunder. The transfer of any Note may be registered only on the books kept for the registration and registration of transfer of the Note upon surrender thereof to the Registrar together with an assignment duly executed by the registered holder in person or by his duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such transfer,

the County shall execute and the Registrar shall authenticate and deliver, in exchange of such Note, a new registered Note registered in the name of the transferee of the same series, maturity and interest rate as the Note so exchanged in any denomination or denominations authorized by this Resolution. The Registrar shall not be required to make any such registration or registration of transfer during the fifteen (15) days immediately preceding the Maturity Date or a redemption date. Prior to due presentment for registration of transfer for any Note, the Registrar shall treat the registered holder as the person exclusively entitled to payment of principal of, premium, if any, and interest on, such Note and the exercise of all other rights and powers of the Holder.

If any Note has been mutilated, lost or destroyed, the County shall execute and the Registrar shall authenticate and deliver a new Note of like date and tenor in exchange or substitution for, and upon cancellation of, such mutilated Note or in lieu of and in substitution for such lost or destroyed Note; provided, however, that the County and the Registrar shall execute, authenticate and deliver such Note only if the Holder has paid the reasonable expenses and charges of the County and the Registrar in connection therewith and, in the case of a lost or destroyed Note, has furnished to the County and the Registrar (a) evidence satisfactory to them that such Note was lost or destroyed and the Holder was the Owner thereof and (b) indemnity satisfactory to them. If any Note has matured, instead of issuing a new Note, the Registrar may pay the same without surrender thereof upon receipt of the aforesaid evidence and indemnity.

Any Note which has been paid (whether at maturity, by acceleration or otherwise) or delivered to the Paying Agent for cancellation shall not be reissued and the Registrar shall, unless otherwise directed by the County, cremate, shred or otherwise dispose of such Note. The Registrar shall deliver to the County a certificate of any such cremation, shredding or other disposition of any Note. CUSIP identification numbers may be printed on the Note, but such numbers shall not be deemed to be a part of the Note or a part of the contract evidenced thereby and no liability shall hereafter attach to the County or any of the officers or agents thereof because or on account of said CUSIP numbers.

The Note, the Certificate of Authentication and the provision for the assignment to be inserted in the Note shall be substantially in the following forms, to-wit:

#### "FORM OF NOTE"

No. N-1

#### UNITED STATES OF AMERICA COMMONWEALTH OF VIRGINIA, LANCASTER COUNTY

#### **REVENUE ANTICIPATION NOTE, SERIES 2015**

Dated: September \_\_\_, 2015 Maturity Date: June 30, 2016 (December 31, 2015) Registered Holder:

Principal Sum: UP TO ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000)

Interest Rate:

KNOW ALL MEN BY THESE PRESENTS, that the County of Lancaster, Virginia (hereinafter sometimes referred to as the "County"), a county and political subdivision of the Commonwealth of Virginia, for value received hereby promises to pay to the registered holder (named above), or assigns, on the Maturity Date (specified above), subject to prior redemption as hereinafter provided the Principal Sum advanced hereunder (specified above) upon presentation and surrender of this Note at the principal corporate office of the Lancaster County Treasurer, Lancaster, Virginia, (the "Paying Agent"), and to pay interest on said Principal Sum, from the date of authentication hereof on [December 31, 2015 and or] the Maturity Date (each an "Interest Payment Date"), at the rate per annum (specified above). Both principal of, premium, if any, and interest on, this Note are payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

No registration, transfer or exchange of this Note shall be permitted within fifteen (15) days of an Interest Payment Date or the Maturity Date or the date of redemption of this Note.

This Note is an authorized series in the aggregate principal amount of up to \$1,500,000 of like date and tenor herewith, except for number and denomination and is issued under and pursuant to and in compliance with the Constitution and laws of the Commonwealth of Virginia, including Chapter 26, Title 15.2 of the Code of Virginia of 1950, as amended, the same being the Public Finance Act, and the resolution duly adopted under said Chapter by the Board of Supervisors of the County on September 24, 2015 (the "Resolution").

This Note shall bear interest from the date on which this Note is authenticated. Interest on this Note shall be computed on an accrual basis of actual days elapsed over a 30-day month/360-day year. This Note may be prepaid, without penalty, in whole or in part, at any time upon 15 days notice to the Noteholder.

This Note is transferable only upon the registration books kept at the office of the Registrar by the registered holder hereof, or by his duly authorized attorney, upon surrender of this Note (together with a written instrument of transfer, satisfactory in form to the Registrar, duly executed by the registered holder or his duly authorized attorney, which may be the form endorsed hereon) and subject to the limitations and upon payment of the charges, if any, as provided in the Resolution, and thereupon as provided in the Resolution a new Note or Notes, in the aggregate principal amount and in the authorized denominations and of the same series, interest rate and maturity as the Note surrendered, shall be issued in exchange therefor. The County and the Registrar shall deem and treat the person in whose

name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever.

THIS NOTE AND THE ISSUE OF WHICH THIS IS ONE IS A GENERAL OBLIGATION OF THE COUNTY FOR THE PAYMENT OF WHICH THE COUNTY'S FULL FAITH AND CREDIT ARE IRREVOCABLY PLEDGED. THE COUNTY BOARD OF SUPERVISORS IS AUTHORIZED AND REQUIRED TO LEVY AND COLLECT ANNUALLY AT THE SAME TIME AND IN THE SAME MANNER AS OTHER TAXES OF THE COUNTY ARE ASSESSED, LEVIED AND COLLECTED, A TAX UPON ALL TAXABLE PROPERTY WITHIN THE COUNTY, OVER AND ABOVE ALL OTHER TAXES AUTHORIZED OR LIMITED BY LAW AND WITHOUT LIMITATION AS TO RATE OR AMOUNT, SUFFICIENT TO PAY WHEN DUE THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE NOTE, TO THE EXTENT OTHER FUNDS OF THE COUNTY ARE NOT LAWFULLY AVAILABLE AND APPROPRIATED FOR SUCH PURPOSE.

Reference is hereby made to the Resolution and to all of the provisions thereof to which any holder of this Note by his acceptance hereof hereby assents, for definitions of terms; the description of and nature and extent of the security for the Note; the conditions upon which the Resolution may be amended or supplemented without the consent of the holder of any Note and upon which it may be amended only with the consent of the holder of the Note affected thereby; the rights and remedies of the holder hereof with respect hereto; the rights, duties and obligations of the County; the provisions discharging the Resolution as to this Note and for the other terms and provisions of the Resolution. This Note shall not be valid or obligatory for any purpose unless the certificate of authentication hereon has been duly executed by the Registrar and the date of authentication inserted hereon.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Note and the series of which it is a part, do exist, have happened and have been performed in regular and due time, form and manner as required by law; that the series of which this Note is a part does not exceed any constitutional, statutory or charter limitation of indebtedness; and that provision has been made for the payment of the principal of, and interest on, this Note and the series of which it is a part, as provided in the Resolution.

**IN WITNESS WHEREOF**, the County of Lancaster, Virginia, by its Board of Supervisors has caused this Note to be signed by the Chairman and attested by the Clerk of said Board, by their manual or facsimile signatures, and its seal to be impressed or imprinted hereon, and this Note to be dated as set forth above.

(SEAL)			

#### **CERTIFICATE OF AUTHENTICATION**

This Note is the Note described in the within-mentioned Resolution.

#### **REGISTRAR - LANCASTER COUNTY**

TREASURE	ΞR
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	By: Lancaster County Treasurer
DATE	OF AUTHENTICATION:, 2015
	[FORM OF ASSIGNMENT]
	For value received, the undersigned hereby sells, assigns, and transfers unto
[	Please insert social security number or other tax identification number of assignee:  Name and address of assignee, including zip code:  the
within ———	Name and address of assignee, including zip code:  mentioned  Note and hereby irrevocably constitutes and appoints  attorney-in-fact, to transfer the same on the registration books thereof  ned in the office of the within-mentioned Registrar with the full power of
	ation in the premises.
DATE	D:

**NOTE**: The signature to this assignment must correspond with the name of the registered holder that is written on the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

#### **Section 4 - Creation of Proceeds Fund**

There is hereby established a trust fund to be designated the "Lancaster County Proceeds Fund, Lancaster County Revenue Anticipation Note, Series 2015."

#### Section 5 - Payments into Proceeds Fund

All funds received from the proceeds of the sale of the Note less costs of issuance shall be deposited into the Proceeds Fund to be used in the manner provided in Section 2.

#### **Section 6 - Creation of Note Fund**

There is hereby established a trust fund to be designated the "Lancaster County Note Fund, Lancaster County Revenue Anticipation Note, Series 2015" in which Note Fund there is hereby established an Interest Account and a Principal Account. As and when received, monies shall be deposited into the Note Fund, and payments from the Note Fund shall be made as follows:

- (a) to the Interest Account in the Note Fund subject to credit, if any, for proceeds of the Note deposited therein on the 31<sup>st</sup> day of December, 2015 [and on the Maturity Date (each an Interest Payment Date)], an amount equal to the amount of interest that will become due on the Note on the Interest Payment Date; and
- (b) to the Principal Account in the Note Fund on the Maturity Date, an amount equal to the principal that is required to be deposited into the Principal Account in order to pay the principal due on the Note on the Maturity Date.
- <u>Section 7 Accounts Within Funds</u> Any fund or account created by this Resolution may contain such accounts or subaccounts as may be necessary for the orderly administration thereof.

#### Section 8 - Investment of Funds

- (a) The County shall separately invest and reinvest any monies held in the funds established by this Resolution in investments which would mature in amounts and at times so that the principal of, premium, if any, and interest on, the Note can be paid when due.
- (b) Permissible investments include investments in securities that are legal investments under Chapter 45 of Title 2.2 of the Code of Virginia of 1950, as amended

(Section 2.2-4500 et seq.) and which are otherwise in compliance with Section 15.2-2625 of the Act.

#### Section 9 - Defeasance

The obligations of the County under this Resolution and covenants of the County provided for herein shall be fully discharged and satisfied as to any Note and such Note shall no longer be deemed to be Outstanding thereunder when such Note shall have been purchased by the County and cancelled or destroyed, when the payment of principal of such Note, plus interest on such principal to the due date thereof either (a) shall have been made or (b) shall have been provided for by irrevocably depositing with the Paying Agent for such Note, money sufficient to make such payment, or direct and general obligations of, or obligations the principal of, and interest on, which are guaranteed by, the United States of America, maturing in such amounts and at such times as will insure the availability of sufficient monies to make such payment.

**Section 10 - General Obligation** The Board, in accordance with Section 15.2-2624 of the Act, is hereafter authorized and required to levy and collect annually, at the same time and in the same manner as other taxes of the County are assessed, levied and collected, a tax upon all taxable property within the County, over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of and premium, if any and interest on the Note, to the extent other funds of the County are not lawfully available and appropriated for such purpose.

#### **Section 11 - Event of Default**

Each of the following shall constitute an event of default hereunder:

- (a) The failure to pay the principal of, and premium, if any, on, the Note when due;
  - (b) Failure to pay interest on the Note when due;
  - (c) Failure of the County to perform any other covenant or agreement contained in this Resolution, which failure shall have continued for 60 days after the notice thereof from the Holders of not less than twenty percent (20%) of the Note Outstanding; provided, however, that if any such failure shall be such that it cannot be cured or corrected within a 60-day period but is, in fact, susceptible of cure or correction, it shall not constitute an Event of Default if curative or corrective action is instituted within said period and diligently pursued until the failure of performance is cured or corrected;
  - (d)

    The instituting of any proceeding with the consent of the County for the purpose of effecting composition between the County and its

- creditors or for the purpose of adjusting the claims of creditors pursuant to any federal or state statute; or
- (e) If the County for any reason shall be rendered incapable of fulfilling its obligations under this Resolution.

Upon the occurrence of an Event of Default, the Holders of not less than twenty-five percent (25%) in principal amount of the Note then Outstanding may declare the principal of all of the Outstanding Note and all accrued and unpaid interest thereon to be due and payable immediately. This provision is subject to the condition that if, at any time after such declaration and before any such further action has been taken, all arrears of interest on, and principal of, the Note shall have been paid and all other Events of Default, if any, which shall have occurred have been remedied, then the Holders of such majority in principal amount of the Outstanding Note may waive such default and annul such declaration.

If an Event of Default shall have occurred and be continuing, then the Holders of not less than twenty-five percent (25%) in principal amount of the Note then Outstanding may call a meeting of the Holders of the Note for the purpose of selecting a Noteholders' committee (the "Noteholders Committee"). At such meeting the Holders of not less than a majority in principal amount of the Outstanding Note must be present in person or by proxy in order to constitute a quorum for the transaction of business. A quorum being present at such meeting, the Noteholders present may, by a majority of the votes cast, elect one or more persons who may or may not be Noteholders to the Noteholders' Committee. The Noteholders' Committee is empowered to exercise, as trustee for the Noteholders, all the rights and powers conferred on any Noteholder in the Resolution.

In case an Event of Default shall occur, subject to the provisions referred to in the preceding paragraph, the Holder of any Outstanding Note shall have the right for the benefit of all Holders of the Note, to protect the rights vested in such Holders by the Resolution by such appropriate judicial proceeding as such Holders shall determine either by suit in equity or by action at law.

#### **Section 12 - Enforcement by Noteholder**

Any Holder of a Note may by mandamus or other appropriate proceeding at law or in equity in any court of competent jurisdiction, enforce and compel performance of this Resolution and every provision and covenant thereof, including without limiting the generality of the foregoing, the enforcement of the performance of all obligations and duties and requirements to be done or performed by the County by the Resolution by the applicable laws of the Commonwealth.

#### **Section 13 - Modification of Note Resolution**

The County may without the consent of any Noteholder make any modification or amendment of this Resolution required to cure any ambiguity or error herein contained or to make any amendments hereto or to grant to the Noteholders additional rights.

The Holders of not less than sixty-six and two-thirds percent (66-2/3%) in principal amount of the Outstanding Note shall have the power to authorize any modifications to this Resolution proposed by the County other than as permitted above; provided that without the consent of the Holder of each Note affected thereby, no modifications shall be made which will (a) extend the time of payment of principal of, or interest on, any Note or reduce the principal amount thereof or the rate of interest thereon; (b) give to any Note any preference over any other Note secured equally and ratably therewith; (c) deprive any Noteholder of the security afforded by this Resolution, or (d) reduce the percentage in principal amount of the Note required to authorize any modification to the Resolution.

#### Section 14 - Application of Proceeds; Sale of Note

Proceeds derived from the sale of the Note together with other monies available therefor shall be used to pay the costs of issuance and other expenses of the County relating to the issuance of the Note and thereafter any remaining funds to be deposited in the Proceeds Fund shall be used for the purposes specified in Section 2 of this Resolution, and otherwise used in accordance with the provisions of this Resolution.

#### <u>Section 15 - No Arbitrage, Bank Qualified and Small-Issuer Exception to Rebate</u> <u>Covenants as to the Code</u>

The County hereby covenants that it will not use or invest, or permit the use or investment of any proceeds of the Note, in a manner that would cause the Note to be subjected to treatment under Section 148 of the Code and the regulations adopted thereunder as an "arbitrage bond," and to that end the County shall comply with applicable regulations adopted under said Section 148 of the Code.

The County covenants to comply with the Code provisions requiring that any issuance of "governmental bonds," as defined therein, be subject to certain requirements as to rebate and timing and type of payments to be paid for from the proceeds of such Note, as well as other additional requirements. In order to assure compliance with such Code provisions, the County has entered into a Compliance Certificate, to comply with such requirements and covenants therein that it will not breach the terms thereof. The Board intends for the Note to be treated as complying with the provisions of Section 148(f)(4)(D) of the Code and Section 1.148-8 of the U.S. Treasury Regulations thereunder, which provides an exception from the "rebate requirement," since this Note issue (1) is issued by the County which is a governmental unit with general taxing powers, (2) no Note which is a part of this issue is a private activity bond, (3) 95% or more of the net proceeds of this issue are to be used for local governmental activities of the County, and (4) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the County during the calendar year 2015 (and bonds issued by any subordinate entity of the County) is not reasonably expected to exceed \$5,000,000 increased by the lesser of \$10,000,000 or so

much as are attributable to the financing of the construction of public school facilities within the meaning of Section 148(f)(D)(vii) of the Code.

The Board of Supervisors, on behalf of the County, hereby designates the Note as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code and certifies by this Resolution that it does not reasonably anticipate the issuance by it or its subordinate entities of more than \$10 million in "qualified tax-exempt obligations" during the calendar year 2015 and will not designate, or permit the designation by any of its subordinate entities of, any of its bonds (or those of its subordinate entities) during the calendar year 2015 which would cause the \$10 million limitation of Section 265(b)(3)(D) of the Code to be violated.

#### Section 16 - General Covenants

The County agrees to make all payments of principal and interest on the Note in a timely manner.

Section 17 - Further Actions Authorized The Chairman and Clerk of the Board and the County Treasurer and all other officers and employees of the County are hereby authorized and directed to take any and all such further action as shall be deemed necessary or desirable in order to effectuate delivery of, and payment for, the Note, including, but not limited to modifications in the dates of payment of interest and maturity, the final interest rate, principal amount, redemption terms and related issues to conform to the response to the County's request for proposals determined by the Chairman as most favorable and responsive to the County, based on the recommendation of the County Treasurer, County Administrator and County Financial Advisor, all in accordance with the Resolution and such determination shall be conclusively evidenced by his execution of the Note. The Chairman is also hereby authorized and directed to determine the purchaser of the Note as the Holder, whose decision shall be deemed conclusive for all purposes hereunder.

#### **Section 18 - Invalidity of Sections**

If any section, paragraph, clause or provision of this Resolution shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining portions of this Resolution.

#### Section 19 - Headings of Sections, Table of Contents

The headings of the sections of this Resolution and the Table of Contents appended hereto or to copies hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of such sections of this Resolution.

<u>Section 20 - Effectiveness and Filing of Resolution</u> This resolution shall become effective upon its passage. A certified copy of this Resolution shall be filed by the Clerk

with the Clerk of the Circuit Court of the County of Lancaster, Virginia in accordance with Section 15.2-2607 of the Act.

The Members of the Board voted at its regular meeting on September 24, 2015 during an open meeting as follows:

<u>Ayes</u> <u>Nays</u>

Jason D. Bellows Ernest W. Palin, Jr. F. W. Jenkins, Jr. William R. Lee B. Wally Beauchamp

A Copy Teste:

Clerk, Board of Supervisors of the County of Lancaster, Virginia

Mr. Beauchamp made a motion to Approve the Revenue Anticipation Note Bid Proposal and Resolution.

VOTE: Jason D. Bellows Aye

Ernest W. Palin, Jr. Aye

F. W. Jenkins, Jr. Aye

William R. Lee Aye

B. Wally Beauchamp Aye

3. <u>Rappahannock River Basin Commission Resolution Regarding the Dominion Virginia Power Norris Bridge Transmission Line Project</u>

Mr. Pleva stated that there were two resolutions in opposition to the Norris Bridge Transmission Line Project for the Board to consider.

#### Resolution to Rappahannock River Basin Commission

### Pertaining to Dominion Virginia Power Norris Bridge Transmission Line Project

Whereas, Dominion Virginia Power is proposing to replace the overhead transmission line across the Rappahannock River that has been in operation since 1962; and

Whereas, the transmission line serves approximately 19,000 customers on the lower end of the Northern Neck; and

**Whereas**, the new transmission line will improve reliability and operational efficiencies and also will improve safety of work crews of Dominion Virginia Power and the Virginia Department of Transportation; and

Whereas, the proposed project will replace 7 existing wooden structures and 14 bridge attachments with 10 steel structures with concrete foundations about 100 feet east of the bridge; and

**Whereas,** the Rappahannock River is one of the most scenic and historic rivers in Virginia and the Chesapeake Bay region; and

Whereas, the proposed transmission line replacement project presents a unique opportunity to both improve reliability and operational electrical service efficiencies in the lower Northern Neck and safety of work crews as well as remove an existing and future visual impairment, especially in the view shed that looks towards the mouth of the Rappahannock River and the Chesapeake Bay; and

**Whereas,** during its meeting on June 25, 2015, the Board of Supervisors of Lancaster County expressed by adopted resolution its strong support for Dominion Virginia Power's proposal to replace the overhead transmission line across the Rappahannock River; and

**Whereas,** during its meeting on June 25, 2015, the Board of Supervisors of Lancaster County further expressed by said adopted resolution its strong support for the installation, operation and maintenance of a new underwater transmission line rather than a new overhead transmission line; and

Whereas, the Board of Supervisors of Lancaster County strongly objects to the proposed towers and has been soliciting support for the county's position on this matter, given the proposed project's regional as well as local significance.

**Now, Therefore Be it Resolved**, that the Board of Supervisors of Lancaster County hereby submits a copy of said Board's adopted resolution of June 25, 2015 to the Rappahannock River Basin Commission for its consideration and hereby petitions the Commission for its support on this important matter; and

**Be It Further Resolved,** that a copy of this resolution expressing the sense of the Board of Supervisors of Lancaster County on this important matter shall be conveyed to the Rappahannock River Basin Commission and shall be spread upon the meeting minutes of said Board of Supervisors.

Mr. Bellows made a motion to Approve the Rappahannock River Basin Commission Resolution Regarding the Dominion Virginia Power Norris Bridge Transmission Line Project.

VOTE:	Jason D. Bellows	Aye
	Ernest W. Palin, Jr.	Aye
	F. W. Jenkins, Jr.	Aye
	William R. Lee	Aye
	B. Wally Beauchamp	Aye

4. <u>Friends of the Rappahannock Resolution Regarding the Dominion Virginia</u>
<u>Power Norris Bridge Transmission Line Project</u>

# Resolution to Friends of the Rappahannock Pertaining to Dominion Virginia Power

Norris Bridge Transmission Line Project

Whereas, Dominion Virginia Power is proposing to replace the overhead transmission line across the Rappahannock River that has been in operation since 1962; and

Whereas, the transmission line serves approximately 19,000 customers on the lower end of the Northern Neck; and

**Whereas**, the new transmission line will improve reliability and operational efficiencies and also will improve safety of work crews of Dominion Virginia Power and the Virginia Department of Transportation; and

Whereas, the proposed project will replace 7 existing wooden structures and 14 bridge attachments with 10 steel structures with concrete foundations about 100 feet east of the bridge; and

**Whereas,** the Rappahannock River is one of the most scenic and historic rivers in Virginia and the Chesapeake Bay region; and

Whereas, the proposed transmission line replacement project presents a unique opportunity to both improve reliability and operational electrical service efficiencies in the lower Northern Neck and safety of work crews as well as remove an existing and future visual impairment, especially in the view shed that looks towards the mouth of the Rappahannock River and the Chesapeake Bay; and

**Whereas,** during its meeting on June 25, 2015, the Board of Supervisors of Lancaster County expressed by adopted resolution its strong support for Dominion Virginia Power's proposal to replace the overhead transmission line across the Rappahannock River; and

Whereas, during its meeting on June 25, 2015, the Board of Supervisors of Lancaster County further expressed by said adopted resolution its strong support for the installation, operation and maintenance of a new underwater transmission line rather than a new overhead transmission line; and

Whereas, the Board of Supervisors of Lancaster County strongly objects to the proposed towers and has been soliciting support for the county's position on this matter, given the proposed project's regional as well as local significance.

**Now, Therefore Be it Resolved**, that the Board of Supervisors of Lancaster County hereby submits a copy of said Board's adopted resolution of June 25, 2015 to the Friends of the Rappahannock for its consideration and hereby petitions your organization for its support on this important matter; and

**Be It Further Resolved,** that a copy of this resolution expressing the sense of the Board of Supervisors of Lancaster County on this important matter shall be conveyed to the Board of Directors of the Friends of the Rappahannock and shall be spread upon the meeting minutes of said Board of Supervisors.

Mr. Bellows made a motion to Approve the Friends of the Rappahannock Resolution Regarding the Dominion Virginia Power Norris Bridge Transmission Line Project.

VOTE:	Jason D. Bellows	Aye
	Ernest W. Palin, Jr.	Aye
	F. W. Jenkins, Jr.	Ave

William R. Lee Aye

B. Wally Beauchamp Aye

#### 4. Sandy Lane Subdivision – Preliminary Plat Approval

Mr. Bellows asked Mr. Gill to present the issue.

Mr. Gill stated that the issue was a request for a preliminary plat approval for the nine-lot subdivision of tax map #41-1 located off VSH 695 (Windmill Point Road) near its intersection with Bay Water Drive in District 3.

Mr. Gill stated that Section 3-7 of the Subdivision Ordinance requires that the preliminary plat for all subdivisions of six lots or more be submitted to the Board of Supervisors for their approval or disapproval. He stated that this parcel was previously named Section 2 of the Henry's Island subdivision, but is being changed to Sandy Lane at the request of the applicant. He stated that this nine-lot subdivision maintains 35% of the total acreage as common area and proposes a 100-feet buffer around not only tidal wetlands, but also non-tidal wetlands as well. He stated that this nine-lot subdivision meets all the requirements for preliminary plat approval. He stated that final plat approval must occur within six months after preliminary approval and a six-month extension is permitted if requested in writing. He stated per Section 6-4 of the Subdivision Ordinance, preliminary plat approval does not guarantee final plat approval. He stated that final plat approval will require primary and reserve drainfield locations for these nine-lots as well as road profiles and specifications, covenants addressing maintenance of the road and common area and an update to the wetlands delineation, which is more than five years old.

Mr. Gill stated that it had been more than four years since the Board had seen a subdivision of this size. He stated that the applicant was present if the Board had any questions of him.

Mr. Bellows made a motion to Approve the Preliminary Plat for the Sandy Lane Subdivision.

VOTE: Jason D. Bellows Aye

Ernest W. Palin, Jr. Aye

F. W. Jenkins, Jr. Aye

William R. Lee Aye

#### B. Wally Beauchamp Aye

#### **BOARD REPORTS**

Mr. Palin referred to the Dominion Virginia Power Transmission Line Project and asked how far the Board was willing to go in opposition against the project. He stated that it was gaining momentum fast and he wanted to know how much would be spent on fighting the battle. He stated that he was concerned about the amount of money that may be spent on the issue.

Mr. Pleva stated that the Board had authorized the VMRC appeal at the circuit court level and would need to see how that plays out. He stated that he thought it would have to be evaluated on a step-by-step basis.

Mr. Palin stated that even if it is not established publically, he thought that a level of funding needed to be thought about by the Board members.

Mr. Bellows stated that he thought they would have a better idea about costs once the appeal has been heard. He stated that he thought it was important for the County to move forward to protect its assets. He stated that there is a limit to what the County should spend on the issue, but that there was a lot of community support.

Mr. Jenkins stated that he wanted to remind everyone about the upcoming annual oyster roast that is being held on November 14<sup>th</sup> at the Mary Ball Museum and Library. He stated that the tickets are \$40 and includes oysters and beverages. He stated that the tickets can be purchased online or at the museum.

Mr. Bellows stated that there was an earlier request to be a part of the "no towers" rally and he thought it was a good idea and the community picnic idea had been talked about at the retreat. He stated that the issue needs publicity and supporting the rally would show good will towards the effort.

Mr. Lee stated that they were talking about spending taxpayers' money and questioned whether it needed to be spent on the rally. He stated that other issues will come up in the future and asked if the County will spend thousands everytime it is asked. He stated that he understood the cause, but they are not spending their money, they are using the taxpayers' money, and not everyone in the County is against the proposed project.

Mr. Bellows stated that he understood Mr. Lee's point, but saw it as a good kick-off for annual County picnics.

Mr. Lee stated that the "no towers" rally and a community picnic are two different things, in his opinion.

Mr. Beauchamp stated that he had the same concerns as Mr. Lee. He stated that they have already authorized the County Attorney to proceed on the appeal and have no idea as to what that is going to cost. He stated that he was not opposed to the effort, but was concerned about the costs.

Mr. Jenkins stated that although he would not oppose some type of appropriate financial aid for public education of the project, they did not know how much the appeal was going to cost at the present time.

#### **COUNTY ADMINISTRATOR**

Mr. Pleva stated that the debris at the Westland Beach has been removed.

Mr. Jenkins asked what was the debris.

Mr. Gill replied that the debris was a rusted 4' x 8', 3/4" inch thick piece of metal with a telephone pole attached to it. He stated that it could not be removed by hand, so Ransone's Nursery did the job.

Mr. Pleva stated that the pre-construction meeting with Franklin Mechanical for the Greentown/Gaskins Road Sewer Project was held earlier in the week and went well. He stated that the contracts needed to be signed and the project will probably start in a month.

Mr. Pleva stated that there is a request from Dominion Virginia Power for a deed of easement across county owned property on Regina Road for underground service. He stated that because the County would be conveying an interest in the parcel, a public hearing must be held. He suggested the Board direct staff to advertise the public hearing on the matter for the October meeting.

Mr. Bellows made a motion to direct staff to advertise a public hearing in October for a proposed conveyance of deed of easement across county owned property on Regina Road.

VOTE:	Jason D. Bellows	Aye
	Ernest W. Palin, Jr.	Aye
	F. W. Jenkins, Jr.	Aye
	William R. Lee	Aye
	B. Wally Beauchamp	Aye

Mr. Pleva referred to a parcel owned by the County that is located between the Lancaster Community Library and the Lancaster Middle School and stated that he is

anticipating a request from the schools to convey that parcel to them. He suggested the Board authorize the advertisement of the public hearing for the proposed conveyance once the request is received.

Mr. Jenkins made a motion to authorize staff to advertise the public hearing for conveyance of the parcel between the Lancaster Community Library and the Lancaster Middle School once the request is received from the schools.

VOTE:	Jason D. Bellows	Aye
	Ernest W. Palin, Jr.	Aye
	F. W. Jenkins, Jr.	Aye
	William R. Lee	Aye
	B. Wally Beauchamp	Aye

Mr. Jenkins stated that the renovation work has begun on the old Clerk's Office at the Mary Ball Museum and Library.

#### **CLOSED SESSION**

Motion was made by Mr. Beauchamp to enter into closed meeting to discuss matters exempt from the open meeting requirements of the Virginia Freedom of Information Act. The subject matter to be discussed in the closed meeting is Legal Consultation,  $\delta$  2.2-3711.A.7 of the Code of Virginia, *1950*, as amended. The purpose of the closed meeting is to discuss legal consultation. The subject and purpose falls within the following exemption under  $\delta$  2.2-3711.A.7 (briefings by staff members pertaining to actual litigation, where such briefings in open meeting would adversely affect the negotiating or litigating posture of the public body).

VOTE:	Jason D. Bellows	Aye
	Ernest W. Palin, Jr.	Aye
	F. W. Jenkins, Jr.	Aye
	William R. Lee	Aye
	B. Wally Beauchamp	Aye

#### **RECONVENE**

Motion was made by Mr. Beauchamp to reconvene the open meeting.

VOTE: Jason D. Bellows Aye

Ernest W. Palin, Jr. Aye

F. W. Jenkins, Jr. Aye

William R. Lee Aye

B. Wally Beauchamp Aye

#### **CERTIFICATION**

**WHEREAS**, the Lancaster County Board of Supervisors convened in a closed meeting on September 24, 2015 pursuant to an affirmative recorded vote on the motion to close the meeting to discuss Legal Consultation,  $\delta$  2.2-3711A.7 of the Virginia Freedom of Information Act;

WHEREAS,  $\delta$  2.2-3712 of the Code of Virginia requires a certification by the board of supervisors that such closed meeting was conducted in conformity with Virginia law;

**NOW, THEREFORE BE IT RESOLVED** that the Lancaster County Board of Supervisors hereby certifies that, to the best of each member's knowledge, (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act were heard, discussed or considered in the closed meeting to which this certification applies and (2) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting to which this certification applies.

Motion was made by Mr. Palin to certify the closed meeting.

Before a vote is taken on this resolution, is there any member who believes that there was a departure from the requirements of number 1 and number 2 above? If so, identify yourself and state the substance of the matter and why in your judgment it was a departure. There was no comment.

Hearing no further comment, Mr. Bellows called the question. A roll call vote was taken:

**ROLL CALL** 

VOTE: Jason D. Bellows Aye

Ernest W. Palin, Jr. Aye

F. W. Jenkins, Jr. Aye

William R. Lee Aye

B. Wally Beauchamp Aye

This certification resolution is adopted.

The Board accepted and approved the Latimore litigation settlement agreement and associated documents. The Board authorized the Chairman to execute the agreement on behalf of the Board of Supervisors and Lancaster County.

#### **ADJOURNMENT**

Motion was made by Mr. Jenkins to adjourn.

VOTE: Jason D. Bellows Aye

Ernest W. Palin, Jr. Aye

F. W. Jenkins, Jr. Aye

William R. Lee Aye

B. Wally Beauchamp Aye