

VIRGINIA: At A Regular Monthly Meeting of the Board of Supervisors for the County of Accomack held in the Board of Supervisors Chambers in Accomac, Virginia on the 19th Day of March, A.D., 2014.

Members Present: Wanda J. Thornton
Ron S. Wolff
Grayson Chesser
John Charles "Jack" Gray, Chair
Kay W. Lewis
Laura Belle Gordy
Robert D. Crockett
C. Reneta Major, Vice-Chair
Donald L. Hart, Jr.

Others Present: Steven B. Miner, County Administrator
Mark B. Taylor, County Attorney
Michael Mason, Finance Director
Shelia Goodman, Administrative Assistant

Call to Order

The meeting was called to order and opened with a prayer by the Mr. Hart, after which the Pledge of Allegiance to the Flag was recited.

Adoption of the Agenda

Mr. Wolff made a motion to adopt the Agenda. Mr. Crockett seconded the motion. The motion was unanimously approved.

Public Comments

The County Attorney read the rules governing conduct during the Public Comment period.

Tom Wilson – Parksley (representative of Zion Church) asked the Board of Supervisors to vote no for the proposed 95 unit development at the current location. Mr. Wilson talked about the traffic congestion at the intersection of Metompkin Road and Lankford Highway and said it was a dangerous situation. He responded to questions from the Board.

Minutes

Mr. Hart made a motion to approve the Minutes of February 10, February 12, February 19, and February 26, 2014 meetings. Mr. Wolff seconded the motion. The motion was unanimously approved.

Recognition

Chairman Gray presented a plaque to Donald L. Hart, Jr. in recognition as the 2013 Chair and for all the other years he served as Chair.

Consent Agenda

Mrs. Thornton asked item 5.6 – authorization of a grant application for Pitts Wharf improvements be removed from the Consent Agenda because she had a question.

Mr. Hart made a motion to approve the following items under the Consent Agenda. Ms. Major seconded the motion. The motion was unanimously approved.

- 5.2 Nextel Lease Termination – Mappsville TTV Tower,
- 5.3 Contract Renewal of Engineering Services for Landfills with Arcadis/Malcom Pirnie for the provision of engineering services related to landfill operations for the period of October 17, 2013 to October 16, 2014 in accordance with the terms and conditions of RFP 250,
- 5.4 Contract Renewal of Engineering Services for Construction Projects with J. W. Salm Engineering for the period of March 1, 2014 to February 28, 2015 to provide engineering services for large projects for the period of March 1, 2014 – February 28, 2015 all in accordance with the terms and conditions of RFP 247,
- 5.5 Surplus Property list of surplus vehicles and equipment to be disposed of at action or via sealed bid,
- 5.7 The award to the low bidder, Beauchamp Construction, in the amount of \$352,400 with the shortfall of \$115,000 to be funded from contingency for the Sheriff’s Office Addition,
- 5.8 To schedule a Public Hearing for Town Center Utility Facility Conditional Use Permit to allow for the development of a central water and sewer facility near the intersection of Thompson Road and Chincoteague Road in Wattsville,
- 5.9 A public hearing on April 16, 2014 to receive public comment on the Proposed Stormwater Management Ordinance, and
- 5.10 The following Agreement with the Town of Onancock for water service.

2014 AGREEMENT FOR WATER SERVICE

THIS AGREEMENT FOR WATER SERVICE is made, entered into, and is effective as of this _____ day of _____, 2014, by and between the TOWN OF ONANCOCK, VIRGINIA, a municipal corporation (hereinafter referred to as the “Town”), party of the first part, and ACCOMACK COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “County”), party of the second part.

WITNESSETH:

WHEREAS, Shore Health Services, Inc., a Virginia non-stock corporation, d/b/a Riverside Shore Memorial Hospital (hereinafter referred to as the “Hospital”) has acquired property on Market Street between Route 13 and the Town, presently identified as Accomack County Tax Map Nos. 93-A-94, 93-A-95, 93-A-96, and 93-A-96A (hereinafter referred to as the “Hospital Property”), and secured approvals necessary for

construction of a new hospital, medical office building, and heliport on such property;
and

WHEREAS, the Hospital is in need of potable water at the Hospital Property in order to proceed with development of the Hospital Property; and

WHEREAS, the County and the Town desire to cooperate and provide for the delivery of potable water to the Hospital Property to facilitate the Hospital's development of the Hospital Property.

NOW, THEREFORE, in consideration of their mutual benefit and benefits to the community anticipated to come from the development of the Hospital, the parties do hereby agree as follows:

ARTICLE I

TOWN RIGHTS & OBLIGATIONS

1. The Town will permit connection at a designated point within the Town (the "Town Supply Point") of a water supply line (the "Water Line") to be constructed and installed by the Hospital at the Hospital's sole expense between the Town Supply Point and the Hospital Property. In consideration of the Hospital's investment and effort to install the Water Line, subject only to any provisions contained herein, the Hospital shall have the right to connect any additional facilities owned and developed by the Hospital or a Hospital-affiliated entity on the Hospital Property, without Town or County fees or connection charges as long as all such facilities are direct customers of the Town of Onancock.
2. The Town hereby acknowledges that upon completion, the water supply line to the Hospital Property, together with the easement(s) in which such line lies, is anticipated to be deeded to the County by the Hospital. The Town shall not obstruct, hamper, delay, or interfere with the Hospital's transfer of the Water Line and easement(s) to the County in any way, but the Town shall have no obligation to ensure that such transfer takes place.
3. The Town shall also provide water supply to the County via the Hospital supply line at customary Town water rates, for the County's resale to future water customers of the County. The Town shall not charge or collect any additional capital infrastructure fee or connection charge for the connection of any County resale customer(s) to the Water Line.

4. Except as otherwise provided herein, the Town will provide the Hospital Property with the requested water supply at no additional capital infrastructure fee or connection charge by the Town or County.

5. Except as otherwise provided for herein, the Town, as provider of the water utility, shall set the rate for water supplied to the Hospital and other facilities served with water on the Hospital Property. The Town acknowledges that the continuous and uninterrupted delivery of safe, potable water by the Town to the Town Supply Point in sufficient volume and pressure to ensure adequate water service and fire flow to all customers connected to the Water Line is critical for the development of the Hospital Property and the safe operation of the Hospital and all other Town and County re-sale water customers served by the Water Line, and hereby agrees to maintain continuous and uninterrupted delivery of safe, potable water to the Town Supply Point in such volume, at such pressure, and in such manner that is safe and in compliance with all laws (Federal, State, and Local, if any) related to the delivery of potable water to the Town Supply Point.

6. The County hereby acknowledges that facilities owned by the Hospital or any Hospital-affiliated entity and developed on the Hospital Property shall be direct water customers of the Town for the duration of this Agreement. The Town will directly bill the Hospital and other such facilities on the Hospital Property for water the Town provides and shall receive direct payment from them for the same.

7. The Town shall have no right to sell water directly to any customer located in the County other than the Hospital and other facilities owned by the Hospital or a Hospital-affiliated entity and located on the Hospital Property, as provided hereinabove.

ARTICLE II

COUNTY RIGHTS & OBLIGATIONS

1. The County agrees to accept and to maintain the Water Line and all easements containing the Water Line, from the Town Supply Point to the Hospital Property, deeded to the County as provided herein, without charge to the Hospital or the Town. The County acknowledges that the operating of the Water Line is critical for the delivery of water to the Hospital Property, and hereby agrees to maintain the Water Line in a manner that is safe, operational and in compliance with all laws

(Federal, State, and Local, if any) applicable to the delivery of potable water through the Water Line.

2. The County agrees that the Hospital and all uses developed by the Hospital or Hospital-affiliated entities on the Hospital Property shall be and remain exclusive water customers of the Town for a period of forty (40) years from the date of this Agreement.

ARTICLE III

Miscellaneous Provisions

1. No Effect on Prior Agreements. This Agreement For Water Service shall have no effect on prior existing utility contracts between the County and the Town. The Town and the County will continue to negotiate in good faith towards a revised or replacement utility agreement to address other utilities, areas and users within the County service areas.

2. No Annexation Argument. This Agreement For Water Service and the Town's sale of water pursuant hereto shall not be invoked as support or justification for an involuntary boundary adjustment (annexation) by the Town.

3. Cooperation & Further Documentation. Each of the parties hereto shall do all acts and execute all documents necessary and reasonably convenient to effectuate the terms and provisions of this Agreement.

4. Governing Law. This Agreement is made and entered into in the Commonwealth of Virginia and shall be governed by, construed, interpreted, and enforced under the laws of the Commonwealth of Virginia. The parties agree that any dispute arising out of or in connection with this Agreement shall be adjudicated in the Circuit Court of Accomack County.

5. Severability. The provisions of this Agreement shall be severable. If any phrase, clause, sentence, or provision of this Agreement is ruled invalid or unenforceable by the Circuit Court of Accomack County, the remaining provisions of this Agreement shall nonetheless remain in full force and effect.

6. Final Agreement. This Agreement sets forth the final agreement between the County and the Town regarding all matters addressed herein; neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained.

IN WITNESS WHEREOF, each of the parties hereto acting under authority of their respective governing bodies has caused this 2014 Agreement For Water Service to be executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written.

Items Removed from Consent Agenda

5.6 Grant Application for Pitts Wharf Improvements – authorize staff to apply for the National Park Service – Public Water Access Projects grant in an amount not to exceed \$25,000. Local Match would be in the form of land donations to the County by adjacent owners, project management by County staff, and E. D. 3 District Projects Fund. Improvements would include a soft launch for kayaks/canoes, handicapped accessibility, interpretive sign, and picnic table.

Mr. Chesser made a motion to approve the grant application for Pitts Wharf Improvement. Mr. Crockett seconded the motion. The motion was unanimously approved.

Fire Training Center Burn Building Update

C. Ray Pruitt gave a brief presentation on the completed Burn Building Project and said the building was made possible through Virginia Department of Fire Programs (VDFFP), Aid-to-Locality funding, a Virginia Department of Fire Programs Renovation Grant and local funds appropriated by the Board of Supervisors. He said the new 2600 square footage building was a two-story structure was for training and would be used to conduct basic firefighter training, engine and ladder drills, and technical rescue training.

A discussion ensued concerning the \$34,640 from Accomack County Board of Supervisors and nothing from Northampton County which used the facility for training as well.

Accomack Village

A lengthy discussion took place regarding the proposed addition to Accomack Village, where the right-of-way should be placed, and funding of the road.


Rich Morrison, Director of Planning and Community Development, said a right-of-way included in the conditional approval of Accomack Manor was not identified and responded to questions from the Board.

Mr. Crockett made a motion to postpone any action until safety issues were resolved and more information was available about the right-of-ways. Mr. Wolff seconded the motion. The motion was unanimously approved.

Eastern Shore Area Agency on Aging/Community Action Agency

Ms. Major made a motion to appoint Donald L. Hart, Jr., effective immediately, to the Eastern Shore Area Agency on Aging/Community Action Agency to replace Laura Belle Gordy who had resigned. Mr. Crockett seconded the motion. The motion was unanimously approved.

Personal Policy Revisions

	SUBJECT: <i>Acceptable Use Policy for Information Technology</i>	
	POLICY NUMBER: 311.0	PAGE: b. 1 OF 2
	EFFECTIVE DATE: 10/18/2000	REVISED DATE: c. 03/19/14

OVERVIEW:

This Acceptable Use Policy (AUP) for IT Systems is designed to protect the County of Accomack, our employees, citizens and other partners from harm caused by the misuse of our IT systems and our data. Misuse includes both deliberate and inadvertent actions.

The repercussions of misuse of our systems can be severe. Potential damage includes, but is not limited to, malware infection (e.g. computer viruses), legal and financial penalties for data leakage, and lost productivity resulting from network downtime.

Everyone who works at the County of Accomack is responsible for the security of County IT systems and the data on them. As such, all employees must ensure they adhere to the guidelines in this policy at all times. Should any employee be unclear on the policy or how it impacts their role they should speak to their manager or the contact the Information Technology department. All computer users have the responsibility to use these resources in a professional, ethical, and lawful manner.

SCOPE:

This policy applies to employees, contractors, consultants, temporaries, and other workers at the County of Accomack, including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by the County.

DEFINITIONS:

1. Users - Everyone who has access to any of Accomack County's IT systems. This includes permanent employees and also temporary employees, contractors, agencies, consultants, suppliers, customers and business partners.
2. IT Systems - All IT equipment that connects to the County network or accesses County applications. This includes, but is not limited to, desktop computers, laptops, smartphones, tablets, printers, data and voice networks, networked devices, software, electronically-stored data, portable data storage devices, third party networking services, telephone handsets, video conferencing systems, and all other similar items commonly understood to be covered by this term.
3. County Network - The County network is inclusive of the wired and internal wireless networks of any County owned, leased, or maintained property. This does not include the Accomack County public schools which are maintained as a separate entity.
4. Personally Identifiable Information (PII) – Information about an individual that could be used to uniquely identify, locate, or contact that person. This includes information that could be used in combination with other information to uniquely identify an

individual. These are common examples of PII: social security number, driver's license number, full name, full address, email address, credit card numbers, fingerprints, and date of birth.

5. Confidential Information – Includes any personally identifiable information (PII) about County employees, citizens, or others who do business with the County, and such other information designated as confidential by State or Federal laws and rules.

RESPONSIBILITIES:

1. IT system users – All users of County IT systems are responsible for understanding and complying with this policy.
2. Information Technology Department – It is the responsibility of the Information Technology Department to update this policy and to distribute it to employees who have access to County IT systems.
3. Department Heads – Department Heads are responsible for ensuring that all employees who have access to County IT systems have read and understand this policy. It is also the responsibility of Department Heads to immediately report violations of this policy to the IT Service Desk.

PROVISIONS:

D. Policy

To ensure that all employees are responsible, the following provisions have been established for using County information technology systems. No policy can lay down rules to cover every possible situation. Instead, it is designed to express the County of Accomack philosophy and set forth general principles when using County IT systems.

1. General

- A. Access to the Internet and County IT systems are provided to users to assist in the performance of their work and are provided to those employees who have demonstrated a need for such access. Although access to these IT systems is essential to the mission of the County, use of the Internet and County IT systems is a revocable privilege. Conformance with acceptable use, as expressed in this policy, is required.
- B. All data on County IT systems and County IT systems is the property of Accomack County. All County IT systems are intended for carrying out County business. Users of Accomack County IT systems should have no expectation of privacy regarding any data that is stored or generated on County IT systems. This data may be disclosed to authorized individuals within the organization without the permission of the creator.
- C. Appropriate measures must be taken when using County IT systems to ensure the confidentiality, integrity and availability of confidential information and that access to confidential information is restricted to authorized users.
- D. Workforce members using County IT systems shall consider the sensitivity of the information that may be accessed and minimize the possibility of unauthorized access. If you are unsure of the classification of information, treat it as confidential.

2. Use of Information Technology Systems

- A. For security and network maintenance purposes, authorized individuals within the County may monitor the use of its IT systems and the data on it at any time. This may include (except where precluded by local privacy laws) examination of the content stored within the email and data files of any user, examination of the access history of any users, and Internet activity.
- B. The County reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

- C. All County IT systems should only be accessed and used by authorized County personnel.
- D. All Internet access via County IT systems is monitored and recorded.

3. Personal Use

- A. County systems exist to support and enable the business. A small amount of personal use is, in most cases, allowed. However it must not be in any way detrimental to users own or their colleagues productivity and nor should it result in any direct costs being borne by the County other than for trivial amounts. The County permits employees to access the Internet for personal use during their lunch hour. All Internet access must be in compliance with the County's Internet Usage Policy.
- B. The County trusts employees to be fair and sensible when judging what constitutes an acceptable level of personal use of the County's IT systems. If employees are uncertain they should consult their manager.
- C. Personal or non-County owned devices are not permitted to be connected to the County network unless prior approval from the Information Technology department is obtained.

4. Information Security

- A. Users must not send, upload, remove on portable media or otherwise transfer to a non-County system any sensitive information, or that they should reasonably regard as being confidential, except where explicitly authorized to do so in the performance of their regular duties.
- B. Any information that is particularly sensitive or vulnerable must be encrypted and/or securely stored so that unauthorized access is prevented (or at least made extremely difficult). However this must be done in a way that does not prevent—or risk preventing—legitimate access by all properly-authorized parties.
- C. Keep passwords secure and do not share accounts. Authorized users are responsible for the security of their passwords and accounts. Passwords should be changed every sixty days on all County IT systems. Users should never sign into any account other than their own.
- D. All workstations (desktops and laptops) should be secured with a lock-on-idle policy active after at most 5 minutes of inactivity. In addition, the screen and keyboard should be manually locked by the responsible user whenever leaving the machine unattended. For example, the user should press Ctrl – Alt – Del and then click on “lock this computer” before leaving the computer unattended.
- E. Because information on portable devices, such as laptops, tablets and smartphones, is especially vulnerable, special care should be exercised with these devices: sensitive information should be stored in encrypted folders only. Users will be held responsible for the consequences of theft of or disclosure of information on portable systems entrusted to their care if they have not taken reasonable precautions to secure it.
- F. All laptops and tablets running the Windows operating system must utilize full disk encryption to secure County data. Full disk encryption software will also be installed on non-laptop workstations that have access to confidential information at the discretion of the County of Accomack IT Department.
- G. All hosts used by the employee that are connected to the County network shall be continually executing approved virus-scanning software with a current virus database.
- H. Only software registered and/or approved through the County Information Technology Department may be installed. Employees should contact the IT Service Desk if they have any questions.
- I. Computer users are not permitted to alter the configuration of any IT systems unless authorized by the County's IT department. This includes installing software on any IT system.
- J. Monitor displays should be positioned away from public view when feasible. This excludes workstations that are used to display information to the public.

- K. County computing equipment is County property. As such, this equipment is subject to inspection at any time and for any reason by the County.
- L. Users should not open any email attachments they were not expecting or from an unknown source. If further analysis is required, the Service Desk should be contacted.
- M. All information security issues and/or questions should immediately be reported to the Information Technology department.

5. Information Security Awareness Training

- A. All County employees that utilize Accomack County IT systems are required to complete Information Security Awareness training on a yearly basis. New employees are required to complete this training within 30 calendar days of their hire date, if they require access to County IT systems.
- B. Failure to comply with this will result in access to County IT systems being terminated until the training is complete.

6. Freedom of Information Act (FOIA)

- A. Electronic communications and data generated on the County's IT systems may be considered "official record" under the federal Freedom of Information Act (FOIA), the Virginia Freedom of Information Act (VFOIA), and the Virginia Privacy Act of 1976. As a result, electronic communications and data are potentially subject to disclosure under these laws.
- B. All County email is currently archived indefinitely and is subject to disclosure.

7. Unacceptable Use

All employees should use their own judgment regarding what is unacceptable use of the County of Accomack's systems. The activities below are provided as examples of unacceptable use, however it is not exhaustive.


- A. All illegal activities. These include theft, computer hacking, malware distribution, contravening copyrights and patents, and using illegal or unlicensed software or services. These also include activities that contravene data protection regulations.
- B. All activities detrimental to the success of the County of Accomack. These include sharing sensitive information outside the County, such as citizen information, as well as defamation of the County.
- C. All activities for personal benefit only that have a negative impact on the day-to-day functioning of the County. These include activities that slow down the computer network (e.g., streaming video, playing networked video games).
- D. All activities that are inappropriate for the County to be associated with and/or are detrimental to the County's reputation. This includes pornography, gambling, inciting hate, bullying and harassment.
- E. Circumventing the IT security systems and protocols which the County has put in place.

8. Policy Dissemination

- A. A copy of this policy shall be provided to each employee with access to the County's network. The policy shall be distributed to the employee upon creation of the employee's user account and placed in the County's Personnel Policies.

9. Enforcement

- A. Any person found to be in violation of this policy may be subject to appropriate disciplinary action as defined by County policies.

	SUBJECT:	
	<i>d. HOLIDAYS</i>	
	POLICY NUMBER: 413.0	PAGE: <i>e. 1 OF 2</i>
EFFECTIVE DATE: 10/18/2000	REVISED DATE: <i>f. 03/19/2014</i>	

(ii)

OVERVIEW: It is the intent of the County to provide paid time off for observed holidays.

SCOPE: This policy applies to all full-time regular and [limited-term](#) employees and to regularly scheduled part-time employees, as indicated in Section F of this policy.

PROVISIONS:

A. Days Observed as Holidays: The County observes the following days as paid holidays:

January 1 or date observed	-	New Year's Day
Third Monday in January	-	Martin Luther King Day
Friday Preceding the Third Monday in January	-	Lee/Jackson Day
Third Monday in February	-	Presidents Day
Last Monday in May	-	Memorial Day
July 4 or date observed	-	Independence Day
First Monday in September	-	Labor Day
Second Monday in October	-	Columbus Day
November 11 or date observed	-	Veterans' Day
Fourth Thursday and Friday in Nov.	-	Thanksgiving Holiday
December 25 or date observed	-	Christmas

B. Eligibility:

An employee must work, be scheduled off, or be on paid leave status, the workday before and after the holiday to receive holiday compensation.


C. Holiday on a Weekend:

If the holiday falls on a Saturday, it shall be observed on the preceding Friday. If the holiday falls on a Sunday, it shall be observed on the following Monday.

D. Holiday as a workday:

When County offices are closed in observance of a holiday, employees who do not have to report to work will be compensated for their regularly scheduled hours.

In addition to the paragraph above, employees required to work during the closed hours

	SUBJECT:	
	<i>a. HOLIDAYS</i>	
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will receive special compensation or leave as described in [Section 420.0](#).

E. Holidays and Overtime Compensation:

Only holidays actually worked will be included in determining compensatory time.


D. Prorated Holidays for Part-time Employees:

Part-time employees are eligible for pro-rated holiday time when their regularly scheduled shift falls on a holiday.

E. Certain Public Safety Employees

212-hour Public Safety Employees regularly work holidays as part of their normal work schedule. As such, 212-hour employees will earn 8 hours of holiday compensation in lieu of holiday observance.

This additional compensation is calculated at a rate of 1.5 times the normal hourly rate or 1.5 times the total hours earned.

	SUBJECT:	
	<i>d. RETIREMENT</i>	
	POLICY NUMBER: 416.0	PAGE: <i>e. 1 OF 1</i>
EFFECTIVE DATE: 10/18/2000	REVISED DATE: <i>f. 03/19/2014</i>	

OVERVIEW: This policy describes the County's retirement benefits program.

SCOPE: This policy applies to all full-time regular and [limited-term](#) employees.

PROVISIONS:

A. Regular Retirement Program:

Participation in the Virginia Retirement System (VRS) is mandatory.

The County pays the employer contribution rate as determined by VRS to the retirement fund for each employee. This employer contribution rate is a percentage of salary. There is also a mandatory employee contribution rate that is paid entirely by the employee via a deduction to the employee's semi-monthly wages. In addition, a portion of the employee's salary is withheld each pay period for social security contribution.

Eligibility for retirement and monthly retirement benefit is influenced by the employee's retirement age, length of service, and salary history.

Retirement planning and counseling is offered by the Virginia Retirement system. Employees seeking detailed information regarding their contributions, projected retirement benefits, or other aspects of their personal retirement benefits should be referred to one of the VRS customer service representatives.


An employee who terminates employment prior to retirement may be able to withdraw his/her share of the vested retirement contributions.

B. Disability Retirement:

If an employee becomes mentally or physically unable to perform his or her present duties and the disability is expected to be permanent, he or she may apply for disability benefits.

Regular disability retirement may be granted if warranted by medical conditions and if all other qualifications established by the disability insurance provider are met.

If a work related disability falls under the Virginia Worker's Compensation Act, the amount of disability compensation is coordinated with any benefits received under worker's compensation and social security disability benefits.

	SUBJECT:	
	<i>g. DEFERRED COMPENSATION</i>	
	POLICY NUMBER: 417.0	PAGE: <i>h. 1 OF 1</i>
EFFECTIVE DATE: 10/18/2000	REVISED DATE: <i>i. 03/19/2014</i>	

OVERVIEW: The County's deferred compensation plan provides employees with an additional means of saving for retirement and long-term financial need. This policy introduces the basic tenets of the deferred compensation program.

SCOPE: This policy applies to all regular and [limited-term](#) employees.

PROVISIONS:


A. General:

The County maintains an IRS Section 457(b) plans that allow employees to set aside a portion of their salaries on a pre-tax basis. This type of plan is commonly referred to as a deferred compensation plan.

Participation in this deferred compensation plan is strictly voluntary. All contributions must be paid entirely by the employee. Upon enrollment, employees choose the amount of salary they wish to defer and the investment vehicles they wish to invest in. Investment options are numerous. No income taxes are deducted until funds are withdrawn from the program. Penalties apply if funds are withdrawn before age 59 ½. See plan documents for permissible distributions and loan options.

A. Information:

Enrollment forms and specific information can be obtained from the Central Accounting Department.

	SUBJECT:	
	<i>j. SHORT-TERM DISABILITY (STD) PLAN</i>	
	POLICY NUMBER: 502.1	PAGE: <i>k. 1 OF 5</i>
EFFECTIVE DATE: 3/19/14	REVISED DATE: <i>l. n/a</i>	

OVERVIEW: The County provides eligible employees with STD income for up to 125 workdays when the employee is unable to work due to an illness or injury that has been qualified by the Third Party Administrator (TPA). STD benefits also cover medical absences due to pregnancy.

SCOPE: This policy applies to all full-time regular and limited-term employees covered by the VRS Hybrid Retirement Plan. Employees covered by VRS PLAN 1 or PLAN 2 retirement benefits are not eligible for STD benefits.

DEFINITIONS:

Disability-An illness or injury or other medical condition, including pregnancy that prevents an employee from performing the material duties of his or her job with reasonable continuity. A disability can be total or partial.

Disability Benefit-Income replacement payments payable to a participating employee under the STD or LTD benefit program. Disability benefits are offset by Workers' Compensation benefits payable under the Workers' Compensation Act.

Long Term Disability Benefit (LTD)-An income replacement benefit that commences upon the expiration of a 7 calendar day waiting period and 125 work days of receipt of STD benefits (unless catastrophic or major chronic), and provides income replacement in an amount equal to 60% of participating employee's creditable compensation or 80% income replacement if the disability has been designated catastrophic.

Maximum Benefit Period-The maximum days you can receive STD benefits is 125 work days.

Months of Service-Months of continuous service in the VRS hybrid retirement system.

Short-term Disability Benefits (STD)-Commences upon the expiration of a 7 calendar day waiting period, and provides replacement income for a maximum of 125 work days at either 100%, 80% or 60% for defined periods of time based on an employee's total months of service.

Third Party Administrator (TPA)-The company designated by the County to administer the STD and LTD programs.

Waiting Period-The STD benefit is payable after the employee has been continuously disabled for 7 days known as the waiting period. The waiting period commences the first day of a disability.

Work-related Injury/ Illness -An injury or illness which occurs on the job to an eligible employee for which benefits are awarded by the Workers' Compensation Commission (VWCC) and are payable under the Workers' Compensation Act.



SUBJECT: <i>m. SHORT-TERM DISABILITY (STD) PLAN</i>	
POLICY NUMBER: 502.1	PAGE: <i>n. 2 OF 5</i>
EFFECTIVE DATE: 3/19/14	REVISED DATE: <i>o. n/a</i>

Workers' Compensation (WC) Benefit-Income replacement as awarded by the Workers' Compensation Commission (VWCC) when an employee suffers a compensable work-related injury or illness. Income replacement is awarded by the VWCC and is based upon 66 2/3 percent of the average of the last year's earnings prior to the accident within a minimum and maximum amount as established by the VWCC.

PROVISIONS:

A. General:

The STD Plan provides eligible employees with STD benefits for up to 125 workdays when the employee is unable to work due to an illness or injury that has been qualified by the TPA.

STD benefit payments shall be made during periods of absences approved by the TPA for total disability, partial disability, maternity leave or periodic absences due to a major chronic condition in accordance with TPA Program Policy Provisions.

STD benefits commence upon the expiration of a 7 calendar day waiting period. Employees may use sick leave, annual leave, compensatory leave, or special leave during the waiting period. The waiting period does not count towards the 125 workdays of STD but does count towards the LTD waiting period.


Income replacement is at either 100%, 80% or 60% for defined periods of time based on an employee's total months of service in the VRS Hybrid Retirement Plan. Employees may use annual, compensatory, or special leave to supplement STD benefits to receive 100% of pay during periods of 80% or 60% disability.

A. How to File a Claim

To access STD benefits, employees are required to file a paper claim with the TPA. Forms can be obtained from the Central Accounting Office.

Employees should report their disability claim as soon as they believe they will be absent from work beyond 7 calendar days. If the employee is uncertain about how long they will be absent or whether they should file a claim or not, it is suggested that the employee file a claim.

Once the TPA receives all the required paperwork, which includes the *Employee's statement, Employer's statement, Attending physician's statement and Authorization to Obtain and Release Information*, it will take approximately 1 week for the TPA to make a claim decision. The TPA will send written notice of decision of the claim determination to the both the employee and employer.

	SUBJECT:	
	<i>p. SHORT-TERM DISABILITY (STD) PLAN</i>	
	POLICY NUMBER: 502.1	PAGE: <i>q. 3 OF 5</i>
EFFECTIVE DATE: 3/19/14	REVISED DATE: <i>r. n/a</i>	

B. Non-Work Related Injuries

Employees' days of income replacement for non-work related injuries are based on months of service at the time of disability and are set forth in the following table.

Months of Service	Work Days at 100% Income Replacement	Work Days at 80% Income Replacement	Work Days at 60% Income Replacement
0-12	0	0	0
13-59	0	0	125
60-119	25	25	75
120-179	25	50	50
180 or more	25	75	25

C. Work Related Injuries

Employees who suffer work-related injuries and illnesses that receive an award from the VWCC will be provided primary benefits according to terms of the Workers' Compensation Act. STD provides secondary benefits. STD supplements the benefit provided under Workers' Compensation, up to income replacement level indicated in the table below. In order to receive the full STD and Workers' Compensation benefits, employees must file a claim for both Workers' Compensation and STD

Employees' days of income replacement for work related injuries are based on months of service at the time of disability and are set forth in the following table.

Months of Service	Work Days at 100% Income Replacement	Work Days at 80% Income Replacement	Work Days at 60% Income Replacement
0-59	0	0	125
60-119	85	25	15
120 or more	85	40	0


D. Use of Leave while in STD

Employees of STD can use the annual, sick, compensatory, or special leave to supplement STD

benefits to receive 100% pay during period of 80% or 60% disability.

E. Leave Accruals while on STD

1. Annual leave continues to accrue while out on STD.
2. Sick leave continues to accrue while out on STD.

	SUBJECT:	
	<i>s. SHORT-TERM DISABILITY (STD) PLAN</i>	
	POLICY NUMBER: 502.1	PAGE: <i>t. 4 OF 5</i>
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F. Adjustment to Short Term Disability Payments

Employees must notify the County of any wages, disability payment or other benefits received for an illness or injury that is covered by STD. STD payments will be adjusted by any income from the following sources:

1. Wages or salary employees receive from any employment. Wages and salary include income reported on W-2 forms and income from self-employment. The amount of the adjustment is 100%, 80% or 60% of that income depending the income replacement level the employee is receiving under the STD plan.
2. Disability payments from the Social Security Administration or other governmental disability program benefits the employee receives for the same disability for which the employee is receiving the County STD benefits.
3. Benefits received from any state agency sponsored group insurance contract for the purpose of providing income replacement for the same condition (does not include any disability insurance purchased directly by the employee).
4. Benefits paid by any compulsory benefits law, such as Workers' Compensation, severance or unemployment insurance.
5. Benefits paid under any other governmental disability program, including primary military disability benefits, local government disability benefits, and federal civil service benefits, that paid for the same disability condition.

G. Treatment of Benefits during Short-Term Disability

1. Health Care Insurance-Coverage continues with the County paying the employer share of the premium during STD periods. Employees must continue to pay their portion of the health insurance premium.
2. Life Insurance-Employee BASIC Group Life Insurance continues during period of STD. Optional Group Life Insurance continues during the STD period as long as the employee pays the premium.
3. VRS Service and Contributions-Full VRS contributions are reported to VRS and service credit is accrued while employees are receiving STD benefits. Once vested, employees retain their eligibility for retirement benefits when they reach normal retirement age.

	SUBJECT:	
	<i>v. SHORT-TERM DISABILITY (STD) PLAN</i>	
	POLICY NUMBER: 502.1	PAGE: <i>w. 5 OF 5</i>
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H. When Short-Term Disability Benefits End

STD benefits end automatically on the earliest of:

1. The date the employee is no longer disabled.
2. The date the maximum benefit period ends.
3. The date the employee obtains normal retirement age under the VRS Hybrid Plan.
4. The date the employee dies.
5. The date LTD benefits become payable to the employee under any other disability plan, even if that occurs before the end of the maximum benefit period.
6. The date benefits become payable to the employee under any other disability under which the employee becomes covered through employment during a period of temporary recovery.
7. The date the employee fails to provide proof of continued disability and entitlement to STD benefits.

I. Taxation of STD

The STD benefit payable under the STD policy is considered taxable income.

	SUBJECT:	
	<i>y. SICK LEAVE BANK</i>	
	POLICY NUMBER: 503.0	PAGE: <i>z. 1 OF 2</i>
EFFECTIVE DATE: 10/18/2000	REVISED DATE: <i>aa. 03/19/2014</i>	

OVERVIEW: It is the County's objective to provide additional sick leave for those who have a prolonged or long-term illness or injury and who have exhausted all of their leave balances.

SCOPE: This policy applies to all full-time regular and limited-term positions with the exception of employees covered by the VRS Hybrid Retirement Plan which are entitled to other short term disability insurance benefits explained in Section 502.1.

PROVISIONS:

A.) Enrollment:

Enrollment in the sick leave bank is voluntary. Eligible employees seeking enrollment must complete an enrollment form and contribute 32 hours of sick leave to the bank. The enrollment form can be obtained from the Central Accounting Department.

B.) Enrollment Period:

Enrollment in the sick leave bank is limited to the first 30 days after the end of an employee's first six months of employment. Thereafter, employees may only enroll during the month of December.


C.) Additional Assessments:

As a continuing member of the Sick Leave Bank, one will be assessed an additional sick leave day only at such times as the bank falls below 60 days. Notification shall be sent to each member at the time an assessment is determined to be necessary. Automatic assessment shall be made when the bank falls below the established level. A member not having a sick leave day to contribute at the time of assessment shall automatically be assessed the first sick leave day subsequently earned.

D.) Benefits/Eligibility

A maximum of 45 days in a 365 day period may be drawn by any one member from the Sick Leave Bank.

Upon submission of the required completed Sick Leave Bank forms (S.B. Forms #1 and #2), the County Administrator makes a determination regarding whether or not the prolonged illness or injury qualifies for Sick Leave Bank time and approves or disapproves the request based on this determination.

	SUBJECT:	
	<i>bb. SICK LEAVE BANK</i>	
	POLICY NUMBER: 503.0	PAGE: <i>cc. 2 OF 2</i>
EFFECTIVE DATE: 10/18/2000	REVISED DATE: <i>dd. 03/19/2014</i>	

A member of the bank will not be able to utilize sick leave bank benefits until all of his or her leave balances are depleted.

Members utilizing sick leave days or hours from the bank shall not have to replace the days or hours used.

E.) Accessing the Sick Leave Bank:

Requests for the use of sick leave bank days must be submitted to the County Administrator on S.B. Form #1. The employee must also have his/her physician complete S.B. Form #2 and submit it with S.B. Form #1. These forms can be obtained from the Central Accounting Department.

F.) Dissolution:

If the Sick Leave Bank shall become inoperative for any reason, the sick leave days in the bank shall be distributed to those members receiving benefits. From the remaining balance, 1/2 sick days shall be credited to each participating member if a sufficient number of days exist. If an insufficient amount of days prevents this action, then the sick leave bank will terminate and no further distribution will take place.

The Board of Supervisors will not be held responsible for loss of sick leave bank deposits to anyone currently drawing from the bank or to anyone then eligible or who may thereafter become eligible to draw from the bank should the Sick Leave Bank become inoperative.

G.) Other Restrictions:

Use of days from the sick leave bank is confined to the member's personal illness.

No employee on Worker's Compensation shall be permitted to draw from the bank.

Participating employees are not permitted to withdraw or receive compensation for contributed days upon termination of employment.

An employee drawing from the Sick Leave Bank shall not accrue annual or sick leave.

Mr. Crockett made a motion to adopt all recommended policy changes. Mr. Hart seconded the motion. The motion was unanimously approved.

County Administrator's Report

Draft Policy for Adding Private Roads to the Secondary System of the State Highways

Mr. Miner briefed the Board concerning the development of a draft policy for adding private streets to the secondary of state highways. He said under VDOT's rules and conditions, VDOT does allow for certain private roads to be brought into the state road system. He said he felt that the public, the Board, and staff would all benefit from an approved written Board policy that clarifies how and under what conditions this may be done. He stated the document was an initial draft and hoped to bring this to the Board for the first consideration at the Board's April meeting. He added that the draft would address the State requirements for inclusion (which roads may be considered), project budgets, project timelines, prioritization of projects, and funding options.

The Board commented on VDOT's policy on accepting rural additions to the secondary road system. It was the consensus of the Board to have staff proceed to develop a policy to address the road situation.

Other

Mr. Wolff requested a resolution be prepared for presentation to Mr. E. Philip Hickman for his service on the Accomack County Planning Commission who had resigned.

Kayak Camp Site Update

Mr. Miner gave a brief update on the kayak camp site. He told the Board Sue Simon of the Accomack-Northampton Planning District Commission (A-NPDC)

coordinated a meeting with Chairman Gray, Supervisor Wolff and Stewart Hall, as well as a representative of the Tourism Commission and local kayaking interests to discuss the proposal for a kayak camping platform site previously brought before the Board for discussion. He said Mr. Hall would be investigating alternative sites for the camping platform and when the work was completed, the issue would be brought back to the Board for consideration.

MOU with Eastern Shore Soil and Water Conservation District

Mr. Miner stated a draft agreement had recently been sent to the Eastern Shore Soil and Water Conservation District (ESSWCD) that would govern the County's mutual responsibilities on the Ag Assessments issue which the County was obligated to enforce under the Chesapeake Bay Act. He continued and stated the Eastern Shore Soil and Water Conservation District received a grant which they intend to use to hire a firm to assist landowners with these assessments. He told the Board it was the landowner's responsibility to do the assessments and the County's to see that they do this. Mr. Miner said the County sent a draft MOU to them after getting the word from the state that the County's plan was approved and they requested some changes to the wording and stated a meeting was being set up between the County Attorney and staff and when it gets resolved it would be brought back to the Board.

Date, Time, Place for Adoption of FY2014-2015 County Budget and Work Session for Capital Improvements

It was the consensus of the Board to have the FY2014-2015 County Budget adoption on Tuesday, April 8, 2014 at 5:00 p.m. in the Board Chambers and the Capital Improvements Work Session on Tuesday, April 22, 2014 at 5:00 p.m. in the Board Chambers.

County Attorney's Report

County Attorney Mark Taylor briefed the Board concerning the House Bill that passed which was Senate House Bill 74 that amends State Law to provide no lender shall require a borrower to provide flood insurance on a mortgage or a security of trust in excess of the value of the replacement of improvements on the property. He said the House and the Senate could not agree on any form of an extension for the study they had been doing for the past two years on local mandates that would be due on July 1, 2014.

Board of Supervisors Comment Period

Mrs. Lewis commented about a small group of people in her district that were disappointed about a drainage problem that had been planned for the Saxis, Sanford and

other areas. She stated the problem was the long list of easements and it has now been narrowed to a small list of 12 landowners and would be working with someone from the Saxis area to go with her and try to get the easements. She said that hopefully the drainage project would begin in June.

Mr. Wolff told the Board the meeting that was held on Monday, March 17, 2014, was a positive meeting. He said the representatives from United States Navy that were doing the Carrier Field Landing practices at Wallops and representatives from the Wallops Flight Facility were in attendance to respond to questions.

Mrs. Thornton asked questions of Rich Morrison concerning the writing of the proposed Stormwater Ordinance and how much input did the Planning staff have in the writing of the Ordinance.

Budget and Appropriation Items

Mr. Hart made a motion to approve the following Budget and Appropriation Items Resolution. Mr. Wolff seconded the motion. The motion was unanimously approved.

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of Accomack County, Virginia, that the FY2014 County budget be amended by the amounts listed below and the same amounts appropriated for the purposes indicated.

Fund	Department	Purpose	Funding Source	Amount
General Fund	Solid Waste	To recognize revenue from interdepartmental services performed by the Public Works Garage.	State Revenue	\$55,000
General Fund	Sheriff	To recognize the receipt of auto and building insurance proceeds.	Insurance Recoveries	\$22,621
General Fund	Registrar	To provide budget relief due to unanticipated elections.	Contingencies	\$13,300
General Fund	Buildings and Grounds	To cover difference between Sheriff's office addition low bid and budgeted amount.	Contingencies	\$115,000
Social Services Operating Fund	Social Services	To recognize state budget adjustments.	State & Federal Revenue	\$13,696
Airport Fund	Airport	To recognize award of a DOA grant for the Spill Prevention Control & Countermeasure Plan Update	State Revenue/Capital Grant Reserve	\$8,000
Airport Fund	Airport	To recognize award of a DOA grant for the AWOS Upgrade	State Revenue/Capital Grant Reserve	\$60,301
Total				\$287,918

Payables

Following certification by Mr. Miner, Mrs. Thornton made a motion to approve the payables. Ms. Major seconded the motion. The motion was unanimously approved

Recess

By consensus, the chair recessed the meeting until 7:30p.m.

Call to order

The Chair called the meeting back to order.

Ordinance Amendment for Polling Place Change for Central Absentee Ballot Precinct Public Hearing

The Chair opened a Public Hearing to afford interested persons the opportunity to be heard or to present written comments concerning the Ordinance Amendment for Polling Place Change for Central Absentee Ballot.

No public comments were offered and the Chair closed the Public Hearing.

Mr. Crockett made a motion to adopt the following Amendment for Polling Place Change for Central Absentee Ballot Precinct. Mr. Wolff seconded the motion. The motion was unanimously approved.

**ACCOMACK COUNTY, VIRGINIA, ORDINANCE AMENDMENT TO
CHAPTER 34, ELECTIONS, ARTICLE III,
PRECINCTS; POLLING PLACES,
SEC. 34-67 – POLLING PLACES**

WHEREAS, the Accomack County Board of Supervisors, by Ordinance established a Central Absentee Ballot Precinct at the Accomack County Administration Building; and

WHEREAS, The Accomack County Board of Supervisors has received a request from the General Registrar of Voters and Electoral Board for Accomack County to move the Central Absentee Ballot Precinct from the Accomack County Administration Building to the Jury Room, Accomack County Circuit Court, 23312 Courthouse Avenue, Accomack, Virginia to better serve Accomack County with regard to availability and the transporting of sensitive voting equipment in unpredictable weather; and

WHEREAS, the Accomack County Board of Supervisors is in agreement that moving the Central Absentee Ballot Precinct from the Accomack County Administration Building to the Jury Room of the Accomack County Circuit Court would be beneficial to all Accomack County citizens.

NOW, THEREFORE, BE IT ENACTED by the Board of Supervisors of Accomack County, Virginia, that Accomack County Code, Chapter 34, Elections, Article III, Precincts; Polling Places, Sec. 34-67 – Polling Places, is hereby further amended, as follows:

Sec. 34-67. Polling places.

The precincts for each election district and the polling place for each precinct shall be set forth below:

Election District	Precinct Number	Precinct Name	Polling Location
District 1	101	Chincoteague	Chincoteague Community Center

District 2	201	Atlantic	Atlantic Fire House
	202	Greenbackville	Greenbackville Vol. Fire Dept.
District 3	301	Oak Hall	Arcadia High School
District 4	401	Bloxom	Bloxom Fire House Banquet Hall
	402	Parksley	Parksley Fire House
	403	Saxis	Saxis Fire House
District 5	501	Mappsville	Kegotank Elementary
	502	Rue	Metompkin Elementary
District 6	601	Accomac	Tasley Fire House
	602	Tangier	Tangier Combined School
District 7	701	Onancock	Onancock Town Hall
	702	Onley	Onley Volunteer Fire and Rescue Company
			25489 Maple Street
District 8	801	Bobtown	Pungoteague Elementary School
	802	Melfa	Melfa Fire House
	803	Wachapreague	Wachapreague Fire House
District <u>9</u>	901	Painter	Painter Fire House
Central Absentee Ballot Precinct Place			Board of Supervisors Room, Accomack County Administration Building, 23296 Courthouse Avenue Accomac, Virginia <u>Jury Room, Accomack County Circuit Court 23312 Courthouse Avenue Accomac, Virginia</u>

*(Code 1982, § 8.2(2); Ord. of 2-21-2001(2), §§ 1, 2, 2-21-2001(2); Ord. of 11-20-2001(2), § 2; Ord. of 6-19-2002(6), § 2; Ord. of 5-16-2007, § 1; Ord. of 6-20-2007(1), § 1; Ord. of 5-21-2008(1); Ord. of 3-17-2010, § 2; Ord. of 5-12-2011; Ord. of 8-15-2012(1); Ord. of 9-19-2012(2); Ord. of 4-17-2013) **State law reference—** Polling places, § 24.2.305 et seq.*

This Ordinance is effective upon adoption.

Ordinance Amendment for Cleanup costs and Expenses Incurred with Meth Lab Cleanup

The Chair opened a Public Hearing to afford interested persons the opportunity to be heard or to present written comments concerning the Ordinance Amendment for Cleanup Costs and Expenses Incurred with the Meth Lab Cleanup.

No public comments were offered and the Chair closed the Public Hearing.

Mr. Crockett made a motion to adopt the following Ordinance Amendment for Cleanup Costs and Expenses Incurred with Meth Lab Cleanup. Mr. Wolff seconded the motion. The motion was unanimously approve.

**ACCOMACK COUNTY, VIRGINIA, ORDINANCE AMENDMENT TO
CHAPTER 32, DRUG BLIGHT, ARTICLE I,
SEC. 32-9, EXPENSES INCURRED FROM METHAMPHETAMINE
LAB CLEANUP COSTS**

WHEREAS, an alleged methamphetamine lab has recently been raided in Accomack County; and

WHEREAS, the Accomack County Board of Supervisors find that, where possible, the cost of cleanup of methamphetamine production sites should be borne by those found guilty of manufacturing the drug; and

WHEREAS, The Accomack County Board of Supervisors is empowered by Virginia Code §15.2-1716.2 to recover costs in connection with methamphetamine lab cleanup costs; and

WHEREAS, The Accomack County Board of Supervisors desires to enact an ordinance that will provide that any person who is convicted of an offense for manufacture of methamphetamine pursuant to Virginia Code §18.2-248 or Virginia Code §18.2-248.03 shall be liable at the time of sentencing, or in a separate civil action, to the County for the expense incurred in cleaning up any methamphetamine lab related to the conviction; and

WHEREAS, the amount charged shall not exceed the actual expenses associated with cleanup, removal, or repair of the affected property or the replacement cost of personal protective equipment used; and

WHEREAS, The Board of Supervisors finds that an emergency exists warranting the immediate enactment of this Ordinance.

NOW, THEREFORE, BE IT ENACTED by the Board of Supervisors of Accomack County, Virginia, that Accomack County Code, Chapter 32, Drug Blight, Article I, Sec. 32-9, is hereby further amended, as follows:

Sec. 32-9. Reimbursement for expenses incurred from methamphetamine lab cleanup.

Any person convicted of an offense for the manufacture of methamphetamine under Virginia Code § 18.2-248 or 18.2-248.03 shall, at the time of sentencing or in a separate civil action, be liable to the county for restitution of expenses incurred in the cleanup of any methamphetamine lab related to the conviction. The amount charged shall not exceed the actual expenses incurred associated with cleanup, removal or repair of the affected property, or the replacement cost of personal protective equipment used.

Reserved: 32-10-100.

This Ordinance is effective upon adoption.

Closed Meeting

Mr. Wolff made a motion to go into Closed Meeting for the following purposes.

Mr. Crockett seconded the motion. The motion was unanimously approved.

1. Pursuant to subsection 2.2-3711A(1) for discussion, consideration, or interviews of prospective candidates for employment, assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body; and
2. Pursuant to subsection (A)(3) for discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiation strategy of the public body and
3. Pursuant to subsection (A)(5) for discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.

Open Session

The Chair declared the meeting open to the public.

Certification of Closed Meeting

Mrs. Thornton made the motion to reconvene in Opening Meeting and to certify by roll call vote, pursuant to Section 2.2-3712 (D) of the Code of Virginia, 1950 as amended, that to the best of each member’s knowledge the only matters heard, discussed, or considered during the Closed Meeting were (1) public business matters lawfully exempted matters as were identified in the motion by which the Closed Meeting was convened. Ms. Major seconded the motion. The motion was unanimously approved with Mrs. Gordy absent.

Roll Call

Ayes: Mrs. Thornton Mr. Chesser Mr. Wolff
 Mr. Gray Mrs. Lewis Mr. Hart
 Mr. Crockett Ms. Major Nays: None

Absent: Mrs. Gordy

Adjournment

Mrs. Thornton made a motion to adjourn to Monday, March 31, 2014 at 7:00 p.m. at Metompkin Elementary School. Mr. Wolff seconded the motion. The motion was unanimously approved. The meeting adjourned at 8:28 p.m.

John Charles “Jack” Gray, Chair

Date