

VIRGINIA: At a Regular Monthly Meeting of the Board of Supervisors for the County of Accomack held in the Board of Supervisors Chamber in Accomac, Virginia on the 15th day of June, A.D., 2016 at 5:00 p.m.

Members Present: Ron S. Wolff, Chair  
Robert D. Crockett, Vice Chair  
William J. "Billy" Tarr  
Grayson C. Chesser  
Harrison W. Phillips, III  
Paul E. J. Muhly  
Laura Belle Gordy  
Donald L. Hart, Jr.  
C. Reneta Major

Others Present: Steven B. Miner, County Administrator  
Cela J. Burge, County Attorney  
Michael Mason, Finance Director  
Shelia West, Administrative Assistant

### **Call to Order**

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

### **Adoption of the Agenda**

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

### **Public Comment**

County Attorney Cela Burge read the rules governing conduct during the public comment period.

Comments were offered by the following:

Gloria Clay – 1091 Four Seasons Circle, Sarasota, FL, offered comments regarding an ongoing problem with her property (an unimproved lot) located in Accomack County which had also been advertised for public auction.

**Minutes**

Mr. Hart made a motion to approve the Minutes of the May 18, 2016 meeting. Mr. Crockett seconded the motion. The motion was unanimously approved.

**Recognition of 2016 High School Valedictorians from Tangier Combined School, Chincoteague High School, Arcadia High School, and Nandua High School**

Mr. Crockett told the Board that he and Chairman Wolff attended the Tangier Combined School graduation and he had the honor of presenting the following Valedictorian recognition to Hannah Dorothy Crockett of Tangier Combined School for the Class of 2016:

**A RESOLUTION TO RECOGNIZE THE 2016 VALEDICTORIAN AT TANGIER COMBINED SCHOOL**

**WHEREAS**, the Accomack County Board of Supervisors wishes to recognize academic excellence and achievement by the county's high school students; and

**WHEREAS**, Hannah Dorothy Crockett has been named the Valedictorian for the Tangier Combined School Class of 2016; and

**WHEREAS**, she has exemplified positive social interaction and exemplary character that sets an example for her peers to emulate; and

**WHEREAS**, she has been the secretary for the Hi-Y Club since 9<sup>th</sup> grade, was an active participant in the Model General Assembly where she served as the Senate Floor Leader. She has been active in many other school activities as well as many community events including volunteering for Homecoming, Relay for Life, and Island Cleanups; and

**WHEREAS**, she has earned a Grade Point Average of 3.96 and will be attending George Mason University in the fall; and

**LET IT THEREFORE BE RESOLVED** that the Accomack County Board of Supervisors recognizes Hannah Dorothy Crockett for her academic achievement and congratulates her on her selection as Valedictorian of the Tangier Combined School Class of 2016; now

**BE IT FURTHER RESOLVED**, that we wish her continued success in achieving her career goals.

Mr. Tarr read and presented the following Resolution to Luke Betts, Valedictorian of Chincoteague High School for the Class of 2016:

**A RESOLUTION TO RECOGNIZE THE 2016 VALEDICTORIAN AT  
CHINCOTEAGUE HIGH SCHOOL**

**WHEREAS**, the Accomack County Board of Supervisors wishes to recognize academic excellence and achievement by the county's high school students; and

**WHEREAS**, Luke Betts has been named the Valedictorian for the Chincoteague High School Class of 2016, he earned the Randolph Book Award, the Princeton Award, and Prudential Spirit of Community President's Volunteer Service Award; and

**WHEREAS**, he has exemplified high academic performance, positive social interaction and exemplary character that sets an example for his peers to emulate; and

**WHEREAS**, he has participated in numerous school activities, such as Football, Scholastic Bowl, Envirothon Club, and BETA Club; and

**WHEREAS**, he has been actively involved in the community by serving as a volunteer for the Chincoteague Volunteer Fire Company, Little League Baseball Umpire, Youth Football Chain Gang Member, assisted with the Seafood Festival, Oyster Festival, Chili Chowder Festival, was his Hunt Club President, and attends Union Baptist Church; and

**WHEREAS**, he has earned a Grade Point Average of 4.1515 and will be attending Virginia Tech in the fall majoring in Mechanical Engineering; and

**LET IT THEREFORE BE RESOLVED** that the Accomack County Board of Supervisors recognizes Luke Betts for academic achievement and congratulates him on his selection as Valedictorian of the Chincoteague High School Class of 2016; now

**BE IT FURTHER RESOLVED**, that we wish him continued success in achieving his career goals.

Mr. Phillips read and presented the following Resolution to the Valedictorian of Arcadia High School for the Class of 2016:

**A RESOLUTION TO RECOGNIZE THE 2016 VALEDICTORIAN AT  
ARCADIA HIGH SCHOOL**

**WHEREAS**, the Accomack County Board of Supervisors wishes to recognize academic excellence and achievement by the county's high school students; and

**WHEREAS**, Durwood Wayne Moore, Jr., has been named the Valedictorian for the Arcadia High School Class of 2016, has attended Arcadia High School for grades nine through twelve, has maintained four years on the Honor Roll, was awarded the Virginia Pilot Scholastic Achievement Award; and

**WHEREAS**, he has exemplified high academic performance, positive social interaction and exemplary character that sets an example for his peers to emulate; and

**WHEREAS**, he was active in the BETA Club, Drama Club, Scholastic Bowl, VBS, Model General Assembly, was President of the Hi-Y, earned an Eagle Scout in the Boy Scouts, played football and is involved in his church; and

**WHEREAS**, he has earned a Grade Point Average of 4.3235 and will be attending the George Mason University in the fall, where he will major in Bio/Chem: now

**LET IT THEREFORE BE RESOLVED** that the Accomack County Board of Supervisors recognizes Durwood Wayne Moore, Jr., for academic achievement and congratulates him on his selection as Valedictorian of the Arcadia High School Class of 2016:now

**BE IT FURTHER RESOLVED**, that we wish him continued success in achieving his career goals.

Ms. Major read and presented the following Resolution to the Valedictorian of Nandua High School for the Class of 2016:

**A RESOLUTION TO RECOGNIZE THE 2016 VALEDICTORIAN AT  
NANDUA HIGH SCHOOL**

**WHEREAS**, the Accomack County Board of Supervisors wishes to recognize academic excellence and achievement by the county's high school students; and

**WHEREAS**, Stephen John Pasol Fernando has been named the Valedictorian for the Nandua High School Class of 2016, he has been active in Scholastic Bowl Team, and was in the National BETA Honor Society; and

**WHEREAS**, he has exemplified high academic performance, positive social interaction and exemplary character that sets an example for his peers to emulate; Stephen has volunteered his time at St. Peter's Catholic Church; and

**WHEREAS**, he has earned the National Merit Commendation, and he is Bilingual in Tagalog and English; and

**WHEREAS**, he has earned a Grade Point Average of 4.36 and will be attending Virginia Tech in the fall majoring in Engineering:

**NOW, LET IT THEREFORE BE RESOLVED** that the Accomack County Board of Supervisors recognizes Stephen John Pasol Fernando for academic achievement and congratulates him on his selection as Valedictorian of the Nandua High School Class of 2016 and:

**BE IT FURTHER RESOLVED**, that we wish him continued success in achieving his career goals.

**Contract Award – RFP 281 Financial Auditing Services**

Mr. Crockett made a motion to approve the contract award to Robinson, Farmer, Cox Associates for auditing services for FY 2016, 2017, and 2018 in accordance with the terms, conditions, and renewal provisions of RFP 281 – Financial Auditing Services. Ms. Major seconded the motion. The motion was unanimously approved.

**KmX Performance Agreement**

Mr. Crockett made a motion to approve the following Commonwealth Opportunity Fund (COF) Performance Agreement between the Virginia Economic Development Corporation (VEDP) County of Accomack, Virginia KmX Chemical Corporation, and to authorize the County Administrator to execute same, as presented. Ms. Major seconded the motion. The motion was unanimously approved.

**COMMONWEALTH’S DEVELOPMENT OPPORTUNITY FUND  
PERFORMANCE AGREEMENT**

This **PERFORMANCE AGREEMENT** made and entered this \_\_\_\_ day of May, 2016, by and among the **COUNTY OF ACCOMACK, VIRGINIA** (the “Locality”), a political subdivision of the Commonwealth of Virginia (the “Commonwealth”), **KMX CHEMICAL CORP.** (the “Company”), a New York corporation authorized to transact business in the Commonwealth, and the **ECONOMIC DEVELOPMENT AUTHORITY OF ACCOMACK COUNTY, VIRGINIA** (the “Authority”), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive \$40,000 from the Commonwealth’s Development Opportunity Fund (a “COF Grant”) through the Virginia Economic Development Partnership Authority (“VEDP”) for the purpose of inducing the Company to expand, equip, and operate its chemical reclamation facility in the Locality (the “Facility”), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, the Locality is willing to provide the funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company promises to meet certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the Locality, the Authority and the Company desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, the obligations of the Company regarding Capital Investment and New Job creation and Maintenance, and the repayment by the Company of all or part of the COF Grant under certain circumstances;

WHEREAS, the expansion, equipping, and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately \$2,075,500 in machinery and equipment;

WHEREAS, the expansion, equipping, and operation of the Facility will further entail the creation and Maintenance of 16 New Jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

**Section 1. Definitions.**

For the purposes of this Agreement, the following terms shall have the following definitions:

“Capital Investment” means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility. The Capital Investment must be in addition to the capital improvements at the Facility as of January 1, 2016. The purchase or lease of furniture, fixtures, machinery and equipment, including under an operating lease, and expected building up-fit by or on behalf of the Company will qualify as Capital Investment.

“Maintain” means that the New Jobs will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company’s employment levels (so long as there is active recruitment for open positions), (ii) strikes, and (iii) other temporary work stoppages.

“New Job” means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee,

and for which the Company pays an average annual wage of at least \$41,125. Each New Job must require a minimum of either (i) 35 hours of an employee's time per week for the entire normal year of the Company's operations, which "normal year" must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to the 18 full-time jobs at the Facility as of January 1, 2016.

"Performance Date" means June 1, 2019. If the Locality, in consultation with the Authority and VEDP, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, the Locality may agree to extend the Performance Date by up to 15 months. If the Performance Date is extended, the Locality shall send written notice of the extension to the Authority, the Company and VEDP and the date to which the Performance Date has been extended shall be the "Performance Date" for the purposes of this Agreement.

"Targets" means the Company's obligations to make Capital Investments at the Facility of at least \$2,075,500 and to create and Maintain at least 16 New Jobs at the Facility, all as of the Performance Date.

"Virginia Code" means the Code of Virginia of 1950, as amended.

## **Section 2. Targets; Statutory Criteria.**

The Company shall expand, equip, and operate the Facility in the Locality, make a Capital Investment of at least \$2,075,500 and create and Maintain at least 16 New Jobs at the Facility, all as of the Performance Date.

The Locality and the Authority hereby strongly encourage the Company to ensure that at least 30% of the New Jobs are offered to "Residents" of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

The average annual wage of the New Jobs of at least \$41,125 is more than the prevailing average annual wage in the Locality of \$34,568. The Locality is a high-unemployment locality, with an unemployment rate for 2014, which is the last year for which such data is available, of 6.5% as compared to the 2014 statewide unemployment rate of 5.2%. The Locality is a high-poverty locality, with a poverty rate for 2013, which is the last year for which such data is available, of 19.3% as compared to the 2013 statewide poverty rate of 11.7%.

The Company filed its application for a COF Grant prior to January 1, 2016.

**Section 3. Disbursement of COF Grant.**

By no later than July 1, 2016, the Locality will request the disbursement to it of the COF Grant. If not so requested by the Locality by July 1, 2016, this Agreement will terminate. The Locality and the Company will be entitled to reapply for a COF Grant thereafter, based upon the terms, conditions and availability of funds at that time.

The COF Grant in the amount of \$40,000 will be paid to the Locality, upon its request. The Locality shall retain the COF Grant proceeds and shall disburse the COF Grant upon the achievement and verification of the milestones described below. Within 30 days of the verification of any such milestone, the Locality will disburse the appropriate amount of the COF Grant proceeds to the Authority. Within 30 days of its receipt of such portion of the COF Grant proceeds, the Authority will disburse such COF Grant proceeds to the Company. The COF Grant proceeds shall be disbursed as follows:

(i) The Company will provide notice and evidence satisfactory to the Locality, the Authority, and VEDP upon the achievement of 50% of the Capital Investment Target (\$1,037,750) and the creation and Maintenance of at least 5 New Jobs at the Facility. Such evidence will be subject to verification. Within 30 days of the verification of the achievement of such Capital Investment and New Jobs, the Locality will disburse to the Authority \$20,000 of the COF Grant proceeds.

(ii) The Company will provide notice and evidence satisfactory to the Locality, the Authority, and VEDP upon the achievement of the remaining 50% of the Capital Investment Target (\$1,037,750) and the creation and Maintenance of at least the remaining 11 New Jobs at the Facility. Such evidence will be subject to verification. Within 30 days of the verification of the achievement of such Capital Investment and New Jobs, the Locality will disburse to the Authority \$20,000 of the COF Grant proceeds.

(iii) If as of the Performance Date, the Company has not made Capital Investments of at least \$1,500,000 and has not created and Maintained at least 15 New Jobs at the Facility, the Locality will not disburse to the Authority any portion of the COF Grant proceeds. The Locality must repay the entire COF Grant to VEDP.

The Company will use the COF Grant proceeds for training, as permitted by Section 2.2-115(D) of the Virginia Code.

**Section 4. Break-Even Point; State and Local Incentives.**

(a) *State-Level Incentives:* VEDP has estimated that the Commonwealth will reach its “break-even point” by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth’s expenditures on incentives, including but not limited to the COF Grant. With regard to the Facility, the Commonwealth expects to provide incentives in the following amounts:



<u>Category of Incentive:</u>	<u>Total Amount</u>
COF Grant	\$40,000
Virginia Jobs Investment Program (“VJIP”) (Estimated)	16,000
Enterprise Zone Job Creation Grant (“E. Z. Job Creation Grant”) (Estimated)	39,200

The proceeds of the COF Grant shall be used for the purposes described in Section 3. The VJIP proceeds shall be used by the Company to pay or reimburse itself for recruitment and training costs. The E. Z. Job Creation Grant proceeds may be used by the Company for any lawful purpose.

(b) *Locality-Level Incentives:* The Locality expects to provide the following incentives, as matching grants or otherwise, for the Facility:

<u>Category of Incentive:</u>	<u>Total Amount</u>
Machinery & Tools Grant (“M & T Grant”) (Estimated)	\$28,000
Engineering & Project Management Services (Estimated)	12,000

The Locality is required to match the COF Grant on a dollar-for-dollar basis. It is expected that this COF Grant local match requirement will be \$40,000. The M & T Grant is based on the estimated Machinery & Tools Tax to be paid by the Company as a result of the Company’s achievement of the Capital Investment Target. If the Capital Investment Target is not fully achieved or is delayed, the M & T Grant will be reduced accordingly. If, by the Performance Date, the value of Engineering & Project Management Services and the M & T Grant proceeds disbursed or committed to be disbursed by the Locality total less than the required COF Grant local match, the Locality and the Company will agree to an alternative incentive to or for the benefit of the Company, in the value of the difference at the Performance Date, so long as the Company has met its Targets. Any changes in the Locality incentives to those described above require the prior approval of VEDP. If the local match made or to be made by the Locality is less than the COF Grant local match requirement, the entire COF Grant will be repaid by the Locality or Company, as applicable, to VEDP.

The proceeds of the Machinery & Tools Grant may be used by the Company for any lawful purpose. The Engineering & Project Management Services shall reflect cost savings to the Company.

**Section 5. Repayment Obligation.**

(a) *If Statutory Minimum Eligibility Requirements are Not Met:* Section 2.2-115 of the Virginia Code requires that the Company make a Capital Investment of at least \$1,500,000 in the Facility and create and Maintain at least 15 New Jobs at the Facility in order to be eligible for the COF Grant. Failure by the Company to meet either of these statutory minimum eligibility requirements by the Performance Date shall constitute a breach of this Agreement and the entire

COF Grant must be repaid. The Company must repay to the Authority any COF Grant proceeds received and the Authority shall repay such COF Grant proceeds to the Locality. The Locality must repay to VEDP any COF Grant proceeds received from the Authority and any COF Grant proceeds being held for disbursement.

(b) *Maintenance of the Capital Investment and New Jobs Requirement:* If the Company fails to keep the Capital Investment substantially in place and to Maintain the New Jobs for both which the Company received COF Grant proceeds as described in Section 3 (i) and (ii) through the Performance Date, the Company shall repay to the Authority that part of the COF Grant that is proportional to the shortfall from the milestones achieved. For such purposes, the COF Grant is to be allocated as \$20,000 (50%) for the Company's Capital Investment and \$20,000 (50%) for the Company's New Job Target. For example, if the remaining Capital Investment at the Performance Date is only \$1,660,400 (reflecting achievement of 80% of the Capital Investment Target) and only 15 New Jobs have been created and Maintained as of the Performance Date (reflecting achievement of 95% of the New Jobs Target), the Company will repay to the Authority 20% of the moneys allocated to the Capital Investment Target (\$4,000) and 5% of the moneys allocated to the New Jobs Target (\$1,000). The Locality must repay any COF proceeds received from the Authority to VEDP. As noted in subsection (a), if the Company fails as of the Performance Date to make a Capital Investment of at least \$1,500,000 and to create and Maintain at least 15 New Jobs, the entire COF Grant must be repaid.

(c) *Determination of Inability to Comply:* If the Locality or VEDP shall determine at any time prior to the Performance Date (a "Determination Date") that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality, the Authority or VEDP shall have promptly notified the Company of such determination, the Company must repay to the Authority any COF Grant proceeds received as of the Determination Date and the Authority shall repay such COF Grant proceeds to the Locality. The Locality must repay to VEDP any COF Grant proceeds received from the Authority and any COF Grant proceeds being held for disbursement. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company or other similar significant event that demonstrates that the Company will be unable or is unwilling to satisfy the Targets for the COF Grant.

(d) *Repayment Dates: Such repayment shall be due from the Company to the Authority within ninety days of the Performance Date or the Determination Date, as applicable.* Any moneys repaid by the Company to the Authority hereunder shall be repaid by the Authority to the Locality. The Locality shall promptly repay to VEDP any moneys received from the Authority and any moneys being held for disbursement, for redeposit into the Commonwealth's Development Opportunity Fund. The Locality and the Authority shall use their best efforts to recover such funds, including legal action for breach of this Agreement. Neither the Locality nor the Authority shall have any responsibility for the repayment by the Company of any sums hereunder unless said sums have been received by the Authority from the Company.

**Section 6. Company Reporting.**

The Company shall provide, at the Company's expense, detailed verification reasonably satisfactory to the Locality, the Authority and VEDP of the Company's progress on the Targets. Such progress reports will be provided annually, starting at September 1, 2017. The first report will cover the period beginning January 1, 2016 through June 1, 2017, and subsequent reports will cover the period through the prior June 1. Further, the Company shall provide such progress reports at such other times as the Locality, the Authority or VEDP may reasonably require.

With each such progress report, the Company shall report to VEDP the amount paid by the Company in the prior calendar year in Virginia corporate income tax. VEDP has represented to the Company that it considers such information to be confidential proprietary information that is exempt from public disclosure under the Virginia Freedom of Information Act and that such information will be used by VEDP solely in calculating aggregate return on invested capital analyses for purposes of gauging the overall effectiveness of economic development incentives.

The Company hereby authorizes the Locality, including the Locality's Treasurer and Commissioner of the Revenue, to release to VEDP the Company's real estate tax, business personal property tax and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the Capital Investment Target. If VEDP should require additional documentation or consents from the Company to access such information, the Company shall promptly provide, at the Company's expense, such additional documentation or consents as the Locality, the Authority or VEDP may request.

If requested by VEDP, the Company shall provide to VEDP copies of the Company's quarterly filings with the Virginia Employment Commission covering the period from the date of this Agreement through the Performance Date.

**Section 7. Notices.**

Formal notices and communications between the Parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Company, to:

KmX Chemical Corp.  
30474 Energy Drive  
P. O. Box 280  
New Church, Virginia 23415  
Facsimile: 757-216-0149  
Email: hfleming@kmtxcorp.com  
Attention: Hu Fleming, CEO

with a copy to:

KmX Chemical Corp.  
30474 Energy Drive  
P. O. Box 280  
New Church, Virginia 23415  
Facsimile: 905-827-6723  
Email: jharris@kmtxcorp.com  
Attention: Jill Harris, COO

if to the Locality, to:

County of Accomack, Virginia  
23296 Courthouse Avenue, Room 203  
P. O. Box 388  
Accomac, Virginia 23301  
Facsimile: 757-787-2468  
Email: sminer@co.accomack.va.us  
Attention: County Administrator

with a copy to:

County of Accomack, Virginia  
23296 Courthouse Avenue, Room 103  
P. O. Box 709  
Accomac, Virginia 23301  
Email: countyattorney@co.accomack.va.us  
Attention: County Attorney

if to the Authority, to:

Economic Development Authority  
of Accomack County, Virginia  
P. O. Box 686  
Accomac, VA 23301  
Facsimile: 757-789-3116  
Email: planning@co.accomack.va.us  
Attention: Chair

with a copy to:

Economic Development Authority  
of Accomack County, Virginia  
P. O. Box 686  
Accomac, VA 23301  
Facsimile: 757-789-3116  
Email: planning@co.accomack.va.us  
Attention: Director of Planning and  
Community Development

if to VEDP, to:

Virginia Economic Development Partnership  
One James Center, Suite 900  
901 East Cary Street  
Richmond, Virginia 23219  
P. O. Box 798 (zip: 23218)  
Facsimile: 804-545-5611  
Email: dgundersen@yesvirginia.org  
Attention: Interim President and CEO and  
Chief Operating Officer

with a copy to:

Virginia Economic Development Partnership  
One James Center, Suite 900  
901 East Cary Street  
Richmond, Virginia 23219  
P. O. Box 798 (zip: 23218)  
Facsimile: 804-545-5611  
Email: smcninch@yesvirginia.org  
Attention: General Counsel

**Section 8. Miscellaneous.**

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the COF Grant and may not be amended or modified, except in writing, signed by each of the parties hereto and acknowledged by VEDP. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority and VEDP.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Accomack, Virginia and such litigation shall be brought only in such court.

(c) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

(e) *Attorney's Fees:* Attorney's fees shall be paid by the party incurring such fees.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have executed this Performance Agreement as of the date first written above.

**COUNTY OF ACCOMACK, VIRGINIA**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ECONOMIC DEVELOPMENT  
AUTHORITY OF ACCOMACK  
COUNTY, VIRGINIA**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**KMX CHEMICAL CORP.**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Atlantic Volunteer Fire Company Tax Exempt Financing**

Mr. Crockett made a motion to adopt the following Resolution approving the Tax Exempt Loan to Atlantic Volunteer Fire Company. Ms. Major seconded the motion. The motion was unanimously approved.

**RESOLUTION FOR APPROVAL OF TAX-EXEMPT LOAN  
TO ATLANTIC VOLUNTEER FIRE COMPANY, INC.**

---

**WHEREAS**, Atlantic Volunteer Fire Company, Inc., (“the VFC”), is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code; and,

**WHEREAS**, the VFC provides, pursuant to a funding agreement for fire and/or rescue services signed by it and Accomack County, fire and/or rescue services within the County of Accomack, Virginia; and,

**WHEREAS**, the VFC is in need of financing to add an addition to its firehouse located at **XXXXXXXXXXXXXXXXXXXXXX**; and,

**WHEREAS**, the approval of the Accomack County Board of Supervisors is required for such financing in order for the VFC to obtain the benefits of tax exemption for any interest payments made by it; and,

**WHEREAS**, the Accomack County Board of Supervisors desires to grant such approval; and,

**WHEREAS**, this matter comes before the Accomack County Board of Supervisors after a public hearing was advertised and held by the VFC on **June XX, 2016**, at the Atlantic Volunteer Fire Company fire house which provided the opportunity for the public to be heard as required by law;

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Accomack County Board of Supervisors does hereby approve (within the scope of the qualifying language set forth below) the tax- exempt loan to the Atlantic Volunteer Fire Company, Inc. (“the VFC”) by Taylor Bank in the principal amount of not more than **\$310,000.00**, which is for the purpose of adding an addition on to the Atlantic Volunteer Fire House which is and will continue to be owned and operated by the VFC.

**RESOLVED, FURTHER**, that the approval of the loan to the VFC set forth above is given solely for purposes of the public approval requirements for tax-exempt financing applicable to the VFC because of Section 150 (e) (3) and Section 147 (f) of the Internal Revenue Code of 1986, as amended, and such approval does not obligate Accomack County or its Board of Supervisors in any way regarding repayment of the debt.

THIS the day 15<sup>th</sup> day of June, 2016.

**Speed Reduction Study**

Mr. Crockett made a motion to request the Virginia Department of Transportation (VDOT) to do a speed reduction study as requested by Mr. Muhly in the following two (2) areas in District 4. Ms. Major seconded the motion. The motion was unanimously approved.

- 1) In the area known as Clam, Route 674 also called St. Thomas Road where the posted speed limit is 45 mph. To have the study performed for a speed reduction of 35 mph starting at the 911 address number at 16568 and continuing through the closely populated

area to 911 address number at 16390 to ensure safety for the children who live there., and

- 2) In the Whitesville area which abutts the Town of Parksley, residents have requested that the posted speed limit of 40 mph on Route 763 running from Leemont Road, Route 669 and entering Parksley at Bennett Street be reduced to 35 mph to ensure safety for the children that live in the area.

### **FOIA Policy Statement**

Mr. Crockett made a motion that the Rights and Responsibilities (FOIA Policy) be added to the Accomack County Web as suggested by FOIA Council. Ms. Major seconded the motion. The motion was unanimously approved.

### **Accomack County Parks and Recreation 2016 Summer Program Grant Submittal**

Mr. Crockett made a motion that the Accomack County Parks and Recreation 2016 Summer Program Grant application be approved, as submitted, to apply for the Virginia Department of Health's Summer Food Services Program. Ms. Major seconded the motion. The motion was unanimously approved.

### **Resolution of Recognition for Matilda "Miss Tilly" Marshall**

Mr. Crockett made a motion to approve the following Resolution of Recognition to be presented to Matilda "Miss Tilly" Marshall. Ms. Major seconded the motion. The motion was unanimously approved.

### **RESOLUTION OF RECOGNITION**

**WHEREAS**, Matilda ("Miss Tillie") Marshall will be 100 years young on July 9, 1916; and

**WHEREAS**, during her long and productive lifetime, she has earned the respect and affection of people from all walks of life and all ages because of her knowledge, experience, wisdom, and community spirit; and

**WHEREAS**, she has spent many hours visiting, sitting with and offering jovial and loving moments with the residents of nursing homes:

**NOW, THEREFORE, BE IT RESOLVED**, that the Accomack County Board of Supervisors expresses sincere congratulations and best wishes to Matilda (Miss Tillie)



Marshall on her upcoming 100<sup>th</sup> Birthday.

## **Report of Public Officials**

### **Accomack County Superintendent of Schools**

Mr. Chris Holland, Superintendent of Schools appeared before the Board and offered a brief update of various school projects and activities, including the 2016 high school graduations, stating that about \$4.24 million in scholarships was being awarded to students.

He gave a PowerPoint Presentation and discussed in detail the renovation project at Kegotank Elementary School and matters relating to other school facilities, staff, transportation, retention of teachers, etc. He stated that there were eleven active schools with 832,000 sq. ft. of facilities which required much work to maintain.

He said that the perception of the School system has been “bad” and he has a vision to make it better with being a good steward of the money, noting some positions had been cut that of the staff/positions receiving salary increases none of the three (3) chief positions would get raises.

Mr. Holland extended an invitation to members to attend the School Board meetings and school events and to contact him at any time if there was a problem or need.

As inquired, Mr. Holland and Mr. Mike Tolbert explained the situation with the sewer problem located on the playground at Metompkin Elementary located in Parksley. Mr. Tolbert informed members of the steps that were being taken to correct the problem. Chairman Wolff informed Mr. Tolbert of the email that he had received from Jamie Kellam stressing her public health concern regarding the sewer problem. Mr. Tolbert responded to same and there was discussion regarding fallen trees on the Kegotank School property.

Mr. Holland explained the plan to bring Arcadia into compliance with testing scores that had to be submitted to Richmond for approval.

Mr. Muhly suggested that the playground being moved to a different area than above the sewer system and Mr. Tolbert responded to same.

Mr. Wolff apprised members about the telephone call from the School Board Chair and their discussion about a joint meeting.

Board members thanked Mr. Holland for attending the meeting.

### **Central Park**

Mr. Wayne Burton, Parks and Recreation Manager appeared before the Board, distributed copies of a report “Update on Accomack Central Park” and discussed same in detail relating to:

- refurbishing and cleaning the outfield area of ballfield and surrounding area
- fertilizing and reseeding outfield and grounds
- moving of backstop and fence in July by Anderson Fence Company to proper location
- construction of two (2) dugouts by Anderson Fence Company
- donation of concrete by T&W Block for proper height level for dugouts
- completion of work by J. W. Salm Engineering and engineering budget for concessions and bathrooms
  
- electrical layout for concession stand and lights for ballfield being prepared by Kelvin Pettit of A&N Electric
  
- bids for playground equipment for park to be prepared and sent out in July

Mr. Burton stated that the opening of the park should be the fall of 2016.

Mr. Crockett offered comments of gratitude to staff for the work that was being on the Tangier ballfield.

In response to an inquiry regarding Board action, Mr. Miner stated, in agreement with Mr. Burton, that no Board action was needed from the Board. Mr. Miner offered information regarding the project and informed members about the closeout meeting that was held with Brittingham before authorizing the final payment to ensure the project was accomplished to specification. A discussion continued.

### **Incident Command System (ICS) 402 Training**

Mr. C. Ray Pruitt, Public Safety Director, advised members of mandatory ICS training required as Executive Officials of the County in order to be National Incident Management System (NIMS) compliant and eligible to receive grants. He stated that the Virginia Department of Emergency Management had developed a program that will meet the compliancy needs.

Mr. Hart speaking as the Director of Emergency Management for Accomack County stressed the importance of the training. A discussion continued.

Mr. Pruitt extended an invitation to members to the Fire Academy Graduation of thirty-five (35) students at Nandua High School on Saturday, June 18<sup>th</sup> at 6:00 p.m.

### **Dana Bundick – Gloria Clay Property**


Dana Bundick, Treasurer, briefed the Board regarding the background of the Clay property, unpaid property taxes, and the on-going situation with her adjoining neighbor's property (the Kellam's), located off of Redwood Road in the Savageville area. A discussion continued with Mrs. Bundick responding to questions. County Attorney Burge stated that it was a civil matter that would have to be settled by the parties involved and in research of the records did not identify anything that posed any liability for the County.

### **Proposed Policy Revisions**

Dr. Miner formally introduced Ms. Kathy Carmody, County Human Resources Director.

Ms. Carmody informed members that the Personnel Committee had met on April 19, 2016 to continue the review of current personnel policies and procedures and briefed the Board on same. There was discussion on matters relating to 601.1 – Job Abandonment.

Approval was requested on the following policies, as recommended by the Personnel Committee, which were presented in a red-lined format highlighting the changes:

	<b>SUBJECT:</b> <b>STANDARDS OF CONDUCT &amp; DISCIPLINARY PROCEDURES</b>	
	<b>POLICY NUMBER:</b> <b>204.0</b>	<b>PAGE:</b> <b>1 OF 7</b>
	<b>EFFECTIVE DATE:</b> <b>10/18/2000</b>	<b>REVISED DATE:</b>

**OVERVIEW:** In order to ensure orderly operations and provide the best possible work environment, Accomack County expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. This policy sets forth the expectations of professional conduct, identifies unacceptable behavior and identifies the disciplinary actions which may result in the event of an employee's failure to maintain acceptable conduct.

**SCOPE:** This policy applies to all employees.

**DEFINITIONS:**

Disciplinary action: Any action taken by management to address unacceptable behavior. Actions may range from verbal reprimands-warnings to dismissal from County employment.

**PROVISIONS:**

A. Expectations of Professional Conduct:

1. Attendance and Punctuality: Employees are expected to report to work as scheduled, on time and to remain on the job until the scheduled work day is complete.

As necessary, employees should arrange planned absences, late arrivals or early departures in advance with their supervisor.

Unexpected absences, tardiness or early departure should be reported as promptly as possible.

**Failure to report to work for three days without notification is considered Job Abandonment. Please see policy 601.1, "Job Abandonment."**)

Transportation to work is the employee's responsibility. Absenteeism or tardiness due to transportation problems (other than those resulting from inclement weather) will be disciplined accordingly.

Both planned and unexpected absences should be kept to a minimum. Excessive absenteeism, tardiness or leaving work early may result in disciplinary action.

2. Job Performance: It is expected that the employee will consistently strive to meet his or her performance expectations and satisfactorily perform assigned work; to follow the supervisor's instructions and otherwise comply with established policies and procedures.

3. Appropriate Work Attire: All employees are expected to maintain a clean and neat

appearance and to dress according to the requirements of their positions. Those employees issued a uniform must wear the uniform.

4. Appropriate Use of County Time and Equipment: Employees are expected to limit the use of County telephones, equipment, materials, supplies, vehicles and work time to the direct activities of County business.
5. Gifts and Gratuities: A County employee will not solicit or accept any money, loan, gift or gratuity, favor or service from a contractor, firm, consultant, applicant, individual or other party as a result of business or services provided or influenced by the employee's position, duties or responsibilities.
6. Political Activity: Employees will refrain from engaging in political activities during work hours or when officially representing the County.
7. Conflict of interest: An employee shall not engage in activities in which he or she uses the responsibilities and authorities of his or her County position to influence a decision that may result in personal gain for the employee, relative or acquaintance. Employees must comply with the County's [Conflict of Interest Policy, number 205](#).
8. Confidentiality: Employees whose jobs involve access to confidential data are expected to limit referencing or discussing confidential information to persons authorized to have access to it. Employees will honor the confidentiality of such information even after their employment with the County is terminated.

#### B. Disciplinary actions:

A manager or supervisor should address infractions to the standards of conduct as soon as he or she becomes aware of the unacceptable behavior. There are several options available to management in addressing an employee's infraction. In determining the most appropriate disciplinary action, management will consider the nature and severity of the infraction; the circumstances surrounding the offense; disciplinary actions taken in similar circumstances (ensuring consistent and impartial treatment of employees); and the frequency of the offense (first vs. repeated occurrences). Typically, disciplinary actions shall follow a progressive process. A dismissal may generally be considered as a last resort or be undertaken only when an extremely serious policy violation or a series of policy violations has occurred.

All disciplinary actions, with the exception of the ~~oral reprimand~~ **verbal warning** may be appealed through the Grievance Procedure.

All forms of disciplinary actions require documentation that identifies:

- the offense,
- the date and circumstances,

- the anticipated corrective action,
- the disciplinary action taken,
- a warning, when applicable, that further disciplinary action may be taken if the situation is not corrected.

All disciplinary actions beyond that of a **documented verbal warning** ~~an oral reprimand~~ must be approved by the County Administrator **or designee** ~~or her authorized manager~~ prior to the action's implementation.

~~With the exception of the oral reprimand,~~ The **disciplinary** documentation is hand delivered to the employee or if the employee is unavailable, is posted by certified mail. The documentation will inform the employee of his or her right to grieve the disciplinary action.

The types of disciplinary actions and the procedures of each are described below:

1. ~~Oral Reprimand~~ **Documented Verbal Warning**: A discussion between the supervisor and the employee where the employee is advised and cautioned about his or her unsatisfactory work performance or misconduct. During the **discussion**, ~~oral reprimand~~, the supervisor identifies the inappropriate behavior and the anticipated corrective action. If the employee disagrees with the **verbal warning** ~~oral reprimand~~, the employee may respond in writing to his/her supervisor. A completed ~~Oral Reprimand Form~~ **Record of Verbal Warning form**, along with the employee's response, if any, shall be **sent to the HR department for placement in the personnel file, where it will remain active for 24 to 36 months as applicable to the offense.** ~~placed in the employee's evaluation file which is maintained by the employee's immediate supervisor. Both documents will be removed from the employee's evaluation file at the time of the next evaluation and forwarded to the county personnel files.~~
2. **Written Warning Reprimand**: Written documentation to the employee from the supervisor wherein the employee is advised and cautioned about his or her work performance or misconduct. ~~The reprimand will be removed from the employee's evaluation file at the time of the next evaluation and forwarded to the county personnel files.~~ **The documentation is sent to the HR department for placement in the personnel file, where it will remain active for 24 or 36 months, as applicable to the offense.**
3. **Suspension**: Imposing a separation from service on an employee. A temporary prohibition of the employee from performing his or her duties.
  - Suspensions without pay may be imposed as a means of disciplining the employee in situations where the infraction is not serious enough to warrant dismissal. Suspensions under these circumstances may range from 1 to 30 calendar days and are unpaid absences.
  - Suspensions with pay may be imposed as a means of removing the employee from the work place while an investigation into an alleged infraction is conducted and may be imposed until the investigation is complete. ~~Whether the employee is found guilty of the alleged violation will determine whether the suspended time off is compensated.~~
  - During an unpaid suspension, an employee does not accrue vacation or sick leave.
  - During an unpaid suspension of 5 workdays or less, the County will maintain its share of contributions to benefit programs. The employee is expected to maintain his or her

- contributions to benefits programs.
- During an unpaid suspension of more than 5 workdays, the County may discontinue its share of contributions to benefit programs.
- 4. Demotion: A reduction of the pay grade of an employee and a change in job duties and responsibilities.
- 5. Dismissal: Involuntary separation from employment initiated by management as a result of the employee's unsatisfactory work performance or misconduct.

C. Unacceptable Behavior - Infractions of the Standards of Conduct:

The nature and severity of unacceptable behaviors varies widely. It is not possible to list all the forms of behavior that are considered unacceptable in the work place. The following lists provide examples of infractions that may result in disciplinary action, up to and including termination of employment. The lists are grouped by the severity of the infraction. Third Group offenses are considered the most severe infractions. The lists are neither intended to be all-inclusive or exclusive.

Examples of First Group Offenses:

- Unsatisfactory attendance or tardiness.
- Abuse of County time such as unauthorized time away from the work area or failure to notify supervisor promptly of completion of assigned work.
- Use of obscene, abusive, **threatening, coercive, indecent or discourteous** language **toward supervisors, other employees, or members of the public.**
- A moving traffic violation while using a County or public use vehicle.
- Inadequate or unsatisfactory job performance.
- Violating safety rules where there is not a threat to life.

Disciplinary Actions for First Group Offenses

1<sup>st</sup> offense – Documented Verbal Warning

2<sup>nd</sup> offense – Written Warning

3<sup>rd</sup> offense – Suspension

4<sup>th</sup> offense – Dismissal

Written notices for First Group Offenses are cumulative in nature and remain active until 24 months after the last written notice was issued.

### Examples of Second Group Offenses:

- Failure to follow supervisor's instructions, perform assigned work or otherwise comply with applicable established written policy.
- Leaving the work area without prior notice to supervisor.
- Unauthorized use or misuse of County property or records.
- **Failure to report to work without notice to supervisor**

### Disciplinary Actions for Second Group Offenses

1<sup>st</sup> offense – Written Warning

2<sup>nd</sup> offense – Suspension

3<sup>rd</sup> offense – Dismissal

Second Group offenses are cumulative in nature and remain active for 36 months. A single Second Group offense coupled with three (3) active First Group offenses may result in dismissal.

### Examples of Third Group Offenses:

- Theft or inappropriate removal or possession of County records or any property belonging to another employee, customer or the County.
- Possession, distribution, sale, use or working under the influence of alcohol or drugs in the work place, while on duty or while operating County-owned vehicles or equipment.
- Fighting, threatening violence, **bullying, and/or stalking** in the workplace.
- Willfully or negligently damaging or defacing County records or County, employee, or customer owned property.
- Violation of safety or health rules or common safety practices or contributing to unsanitary, unhealthy or unsafe conditions resulting in a threat to life.
- Sexual or other unlawful or unwelcomed harassment.
- Unauthorized possession or use of explosives, firearms, or dangerous weapons in the work place.
- Threatening or coercing employees, **volunteers**, customers or supervisory personnel.
- ~~Absence or leave in excess of five consecutive work days without a satisfactory explanation.~~  
**(Deleted this language and addressed in a separate policy on job abandonment.)**
- ~~Unsatisfactory job performance of the duties and responsibilities identified in an employee's position description.~~
- Falsifying any records such as, but not limited to: vouchers, reports, insurance claims, time records, leave records or other official documents.
- Engaging in sexual activities while on the job or on County property.
- Sleeping during working hours.
- Participating in any kind of work slowdown, sit down, or similar concerted interference with County operations.
- Criminal convictions for acts occurring on or off the job which are related to job



performance **and/or** are of such a nature that to continue employment in the assigned position could constitute negligence in regard to the department duties to the public or other County employees.

- Failure to follow supervisors' instructions when such failure poses critical problems to the operation of the departments.
- Abusing job related influence on transactions involving purchases, contracts or leases for personal gain or the gain of a relative, **in violation of policy 205, "Conflict of Interest."**

### Disciplinary Actions for Third Group Offenses

#### 1<sup>st</sup> offense–Dismissal

If mitigating circumstances exist, an employee may be demoted in lieu of dismissal for a Third Group Offense. If dismissal is waived, a written notice for a Third Group Offense remains active for 48 months.

~~With the exception of the oral reprimand,~~ The **disciplinary** documentation is hand delivered to the employee or if the employee is unavailable, is posted by certified mail. The documentation will inform the employee of his or her right to grieve the disciplinary action.

#### D. Administrative Investigation:


Employees are expected to cooperate fully and to participate in the investigation of alleged infractions, to include investigations involving their own actions or performance. Failure to cooperate could result in disciplinary action.

#### E. Approval: **(Section moved up in the policy)**

~~All disciplinary actions beyond that of an oral reprimand must be approved by the County Administrator or other authorized manager prior to the action's implementation.~~

#### F. Use of Grievance

**Eligible** Employees may challenge disciplinary actions other than ~~oral reprimands~~ **verbal warnings** through the use of the [Employee Grievance Procedure, Policy number 701.0](#).

	<b>SUBJECT:</b>	
	<b>CONFLICT OF INTEREST</b>	
	<b>POLICY NUMBER:</b> 205.0	<b>PAGE:</b> 1 OF 3
<b>EFFECTIVE DATE:</b> 10/18/2000	<b>REVISED DATE:</b> 03/21/2007	

**OVERVIEW:** In accordance with the State and Local Government Conflicts of Interest Act, Accomack County is committed to prohibiting circumstances that would potentially compromise the best interests of the public and/or affect the decisions of a public employee/official by presenting inappropriate conflicts.

**SCOPE:** This policy applies to all employees.

**DEFINITIONS:**

Immediate Family Member : For purposes of this policy, the County defines a relative as an employee's spouse, parent, child, sibling, step child, step parent, mother in law, father-in-law, grandparent, grandchild, or any other individual residing in the same household.

Personal Interest: Financial benefit or liability accruing to an officer or employee or to a member of his or her immediate family. Personal interest includes an officer's or employee's receipt of income, salary, fringe benefits, or other compensation that exceeds \$10,000 annually. See the Code of Virginia sections 2.2-3100 through 2.2-3131 **as amended** for additional information on the Act's definition of personal interest.

**PROVISIONS:**

- A. All County officers and employees shall refrain from any activity that potentially compromises or can be perceived as compromising the best interests of the public or which results in inappropriate conflicts. Any officer or employee of the County is prohibited from:
  1. Soliciting or accepting money or other things of value for services performed within the scope of his or her official duties except compensation, expenses or other remuneration paid by the County.
  2. Offering or accepting money or other thing of value for, or in consideration of, obtaining employment, appointment or promotion of any person with any governmental or advisory agency.
  3. Offering or accepting money or other thing of value for, or in consideration of, the use of his or her public position to obtain a contract for any person or business with any governmental or advisory agency.

4. **Divulging** information which he or she has acquired by reason of their public position and which is not available to the public.
5. Accepting any money, loan, gift, favor, service, or business or professional opportunity that reasonably tends to influence him or her in the performance of their official duties.
6. Accepting business or professional opportunity when he or she knows that there is a reasonable likelihood that the opportunity is being afforded them to influence them in the performance of their official duties.
7. Accepting honoraria for any appearance, speech or article in which the employee or officer provides expertise or opinions related to the performance of his official duties.
8. Accepting a gift from a person who has interests that may be substantially affected by the performance of the officer' s or employee' s official duties under circumstances where the timing and nature of the gift would cause a reasonable person to question the officer' s or employee' s impartiality in the matter affecting the donor.
9. Accepting a gift from sources on a basis so frequent as to raise appearance of the use of his or her public office for private gain.
10. Having personal interest in a contract with the ~~agency~~ **County** of which he is an officer or employee other than his own contract of employment.
11. Having personal interest in a contract with any other governmental agency which is a component of the County unless such contract complies with the provisions defined by the State and Local Government Conflict of Interest Act.

B. Each officer and employee of the County who has a personal interest in a transaction:

1. Shall disqualify him or herself from participating in the transaction if the transaction has application solely to property or a business in which he or she has a personal interest or he or she is unable to participate pursuant to subdivision 2 or 3 of this subsection.
2. May participate in the transaction if he or she is a member of a business, profession, occupation, or group the members of which are affected by the transaction, and he or she complies with the declaration requirements of the Code of Virginia sections 2.2- 3100 through 2.2-3131 **as amended**; or

3. May participate in the transaction if it affects the public generally, even though his or her personal interest, as a member of the public, may also be affected by that transaction.


Disqualification under the provisions of this section shall not prevent any employee having a personal interest in a transaction in which his or her agency is involved from representing him or herself, or a member of his immediate family in such transaction provided he or she does not receive compensation for such representation and provided he complies with the disqualification and relevant disclosure requirements of the Code of Virginia.

C. Disclosure Statements:

As dictated by the State and Local Government Conflict of Interest Act, certain officers and employees may have to file a disclosure statement identifying their personal interests.

D. Enforcement:

The local Commonwealth Attorney has the authority to rule on Conflict of Interest.

	<b>SUBJECT:</b>	
	<b>USE OF COUNTY VEHICLES</b>	
	<b>POLICY NUMBER:</b> 304.0	<b>PAGE:</b> 1 OF 4
<b>EFFECTIVE DATE:</b> 10/18/2000	<b>REVISED DATE:</b>	

**OVERVIEW:** This policy sets forth the County rules regarding use and care of County vehicles. IRS regulations concerning commuting in a County-owned vehicle are also covered.

**SCOPE:** This policy applies to all employees.

**DEFINITIONS**

Business Use Commuting - Commuting between home and work in a County vehicle when approved for bona fide business reasons.

De Minimis Commuting - Irregular and occasional commuting with no more than one day per month and less than twelve cumulative days in a calendar year.

Assigned County Vehicles - County-owned vehicles provided to specific employees for the purpose of conducting day-to-day position responsibilities

Vehicle: County-owned or public tagged highway motor vehicle operated by a County employee in the course of their job duties (i.e. County-owned or operated).

## PROVISIONS:

### A. General Operator Responsibilities

1. Operators of County-owned **or operated** vehicles shall possess a valid driver's license, **and their driving record must meet criteria established by the County**. If the vehicle or activity requires additional licensure endorsements or certifications (i.e. Commercial Driver's license, hazardous material transport, etc.), the operator must have obtained the appropriate licenses/endorsements prior to operating the vehicle. DMV records checks will be performed on all county positions that require operation of a vehicle or equipment to adequately perform job duties as part of the recruitment process and annually thereafter.
2. Operators of County-owned **or operated** vehicles shall exercise reasonable care and caution while driving.
3. Operators of County-owned **or operated** vehicles shall adhere to all traffic laws.
4. Operators of County-owned **or operated** vehicles shall wear seat belts.
5. Operators shall notify their Department Head of any traffic violations received while operating a County-owned **or operated** vehicle.
6. Operators are prohibited from smoking in County-owned **or operated** vehicles.
7. **Operators are prohibited from texting or using cell phones other than hands-free while operating County-owned or operated vehicles. Public Safety employees are prohibited from use of any cell phone including hands-free.**
8. Operators shall be responsible for reporting unsafe or defective equipment to their Department Head. A County-owned **or operated** vehicle that is unsafe shall not be operated until necessary repairs are made.
9. Operators shall be responsible for daily checking of motor oil, coolant, tires, lights, and brakes. Vehicles that are unsafe shall not be operated until necessary repairs are made.
10. Operators are prohibited from operating County-owned **or operated** vehicles while under the influence of alcohol or illegal drugs.
11. Operators shall not operate County-owned vehicles if taking prescription drugs that impair or impede their ability to operate a vehicle safely.
12. Operators of County-vehicles shall complete vehicle logs if applicable.

### B. ~~Permitted~~ Use of County Vehicles

1. **Employees in positions with an assigned county vehicle are expected to use the vehicle provided to conduct County business. Exceptions must be approved by the Department Head.**
2. The use of County vehicles is permitted only in conjunction with official County business as authorized by a Department Head or the County Administrator.
3. The use of County vehicles for personal purposes such as attending to personal affairs, social engagements, or unapproved commuting is prohibited.
4. Business use commuting is allowed if approval is obtained from the Department Head or County Administrator in advance and one of the following conditions is met:
  - I. The employee is on call for 24 hours.
  - II. The employees is temporarily engaged in fieldwork at such a remote location that

returning the County vehicle would clearly reduce the amount of time the employee would be in the field.

III. The employee is temporarily required to depart so early or return so late that it is impractical to pick up or return the vehicle to County parking on the same day.

5. Commuting for any other purpose than business use commuting is strictly prohibited.
6. Only individuals on official County business shall be permitted to travel in County vehicles.
7. Stops for meals while conducting County business are allowed as long as the stop is a reasonable distance from where the employee is conducting business.

C. Storage of County Vehicles

1. County vehicles shall be stored on County property when not in use unless the employee has been approved for business use commuting.
2. An employee approved for business use commuting shall store the County-owned vehicle in a safe and secure manner.

D. Accident Reporting Procedures

1. Operators involved in any accident, regardless of scope, in a County-owned **or operated, public tagged highway** vehicle will follow the following procedures:
  - i. Immediately, notify Department Head. If the Department Head or his or her deputy is not available, notify the ~~Assistant County Administrator~~ **Public Works Director**. By the second business day, file a County Incident Report and, if applicable, a Workers Compensation Form.
  - ii. As soon as available, provide copies of the police report, ~~two repair estimates,~~ and any related medical reports or invoices.
2. **Post-Accident Drug Test - Upon notification of an accident, if applicable per policy 303, "Drug and Alcohol Use," the Department Head, his or her deputy or the Public Works Director will inform the operator that he/she will be subjected to a post- accident drug and alcohol test and make arrangements for the test.**

E. Disciplinary Action

1. The improper, careless, negligent or unsafe use or operation of County vehicles as well as excessive or avoidable traffic and parking violations can result in disciplinary action, up to and including termination of employment.

F. IRS Regulations regarding the use of County Vehicles for Commuting

1. Generally, the IRS considers commuting in a County vehicle to be a taxable benefit to the

- employee even if for bona fide business purposes.
2. The IRS requires adequate records or sufficient evidence (i.e. vehicle logs) to be maintained to support the use of County vehicles.
  3. Certain vehicles are exempt from taxation and record keeping rules due to their very nature.

The exemptions are as follows:

- i. Clearly marked police and fire vehicles
- ii. Unmarked law enforcement vehicles when used for authorized purposes and operated by a law enforcement officer
- iii. Delivery trucks with seating for only one driver, or only the driver and a folding jump seat
- iv. Flatbed trucks
- v. Cargo carriers with more than 14,000 pounds GVW
- vi. School and passenger buses with more than a 20-person capacity
- vii. Ambulances and hearses
- viii. Bucket trucks
- ix. Cranes and derricks
- x. Cement mixers
- xi. Dumps trucks
- xii. Garbage trucks
- xiii. Specialized utility-repair vehicles
- xiv. Pickup trucks with less than 14,000 in GVW providing the vehicle is clearly marked with permanently affixed County decals and equipped with one of the following:
  1. A hydraulic lift gate;
  2. Permanently installed tanks or drums;
  3. Permanently installed sideboards or panels raising the sides of the truck bed; or
  4. Permanently installed heavy equipment such as a welder, electric generator, boom or crane.
1. Vans with less than 14,000 in GVW providing the vehicle is clearly marked with permanently affixed County decals and have permanent shelving installed or an open cargo area with the van used to carry material or equipment for County purposes.

#### G. Reporting Commuting Use of County Vehicles


1. A vehicle log must be placed in each County vehicle other than those vehicles above which are exempt from taxation or recordkeeping requirements.
2. The vehicle log must be completed by the operator and contain the following information:
  - I. Name of Driver
  - II. Date of trip
  - III. Departure Point
  - IV. Arrival Point
  - V. Starting Odometer
  - VI. Ending Odometer

- VII. Purpose of trip
- VIII. If the trip was a commute
- IX. Supervisor's signature

3. A copy of each vehicle log shall be submitted to the ~~Central Accounting~~ **Finance** Department on a monthly basis along with a signed employee use statement. Both the vehicle log and the employee use statement must be received by the Central Accounting Department within 15 days after the end of the month reported on.

H. Valuation of Commuting Use of County Vehicles

- 1. Commuting use of a County-owned vehicle is valued using the IRS Commuting Rule.
- 2. De minimis commuting use of a County vehicle is not taxable.
- 3. If commuting occurs and vehicle logs are not maintained or received by the ~~Central Accounting~~ **Finance** Department, the lease value rule will be used to value the commute. This method will result in a substantial increase in an employee's reportable income and therefore should be avoided.
- 4. The total value of commuting use will be taxed on the final payroll of the calendar year and reported on the employee's W-2.

	<b>SUBJECT: DRIVING STANDARDS</b>	
	<b>POLICY NUMBER:</b> <b>304.1</b>	<b>PAGE:</b> <b>1 of 3</b>
	<b>EFFECTIVE DATE:</b>	<b>REVISED DATE:</b>

**OVERVIEW:** To ensure the safety of the employees and the citizens, individuals who drive on behalf of the County must have an acceptable driving record.

**SCOPE:** This policy applies to individuals in positions that routinely drive County vehicles and/or equipment - or routinely use their personal vehicle to conduct County business. This includes the following positions:

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>Administrative Assistant I</li> <li>Airport Manager</li> <li>Appraisers</li> <li>Assistant Planner</li> <li>Baler Operator</li> <li>Battalion Chief</li> <li>Building and Grounds Maintenance Assistant</li> <li>Building Maintenance Mechanic</li> <li>Building Maintenance Specialist</li> <li>Building Official</li> </ul> | <ul style="list-style-type: none"> <li>Buildings &amp; Grounds Supervisor</li> <li>Captain</li> <li>Code Enforcement Officer</li> <li>Convenience Center Attendant</li> <li>Custodian</li> <li>Deputy Director – Facilities &amp; Infrastructure</li> <li>Deputy Director – Solid Waste</li> <li>Director</li> <li>Director of Planning and Community Development</li> <li>Ditch Maintenance Supervisor</li> </ul> |
|--|--|



Fire Academy Instructor  
Fire Medics (Recruit, I, and II)  
Flight Line Attendant  
GIS Coordinator  
Hazmat Team Members  
Heavy Equipment Operator  
IT Director  
IT Service Desk Supervisor  
Laborer  
Laborer Crew Leader  
Landfill Manager  
Lead Mechanic  
Maintenance Supervisor  
Mechanic  
Network Administrator  
Operations Manager  
Parks and Recreation Manager  
Public Safety Director  
Recycling & Litter Control Specialist  
Regulatory Compliance Specialist  
Scale Operator  
Secretary - Airport  
Special Events Coordinator  
Sports Coordinator  
Transfer Station Manager  
Truck Driver  
Utility Driver and Operator  
Wallops Park Manager  
Zoning Administrator

## PROVISIONS

1. **Driver's License** - Department Heads are responsible for ensuring that their employees are properly licensed and trained to operate County vehicles. A valid driver's license is required to operate County vehicles or to conduct County business in a personal vehicle. The basic license requirements for passenger vehicles apply, as do the following additional requirements for heavy vehicles and equipment operated on the highway:

Those persons required to operate or maintain a vehicle weighing 26,001 pounds or more, gross vehicle weight rating (GVWR); or designed to carry 16 or more passengers, including the driver; or used transport hazardous material required by federal law to be placarded, must have a Commercial Motor Driver's License (CDL).

2. **Driving Records** - A valid driver's license for the appropriate class of vehicle or equipment which will be operated is required if such vehicle or equipment operation is specifically required in the job description. Per policy 103.0, "Recruitment and Selection," the County will acquire an initial driving record during the recruitment process.

Fire and Rescue Volunteers operating County vehicles will be subject to the terms outlined in the executed Vehicle Use Agreement due to the unique driving requirements associated with such volunteer assignments.

No final offer of employment will be extended unless and until the Human Resources Department obtains an acceptable and current DMV driving record as specified in this policy.

3. **Driving Standards** - All drivers within the scope of this policy must meet minimum County driving standards, for both selection and retention. In addition to an initial records checks, drivers will be included in DMV's drivers' monitoring program which will inform the County if a driver receives a ticket or has any other action taken against his/her license. Accomack County driving standards are as follows.
  - A. Possession of a current valid driver's license with endorsements appropriate for the type of vehicle used
  - B. No more than two (2) moving violations within the previous twelve (12) months
  - C. No record of conviction associated with driving under the influence (DUI) within the previous thirty-six (36) months
  - D. No record of conviction of reckless driving within the previous thirty-six (36) months
  - E. No record of conviction for any serious traffic offense with an assessment of six (6) or more demerit points within the previous thirty-six (36) months

- F. No record of current revocations or suspensions or previous revocations or suspension associated with moving violations within the last thirty-six (36) months.


If an employee or volunteer fails to meet County driving standards and holds a position where operating a vehicle is a bona fide occupational qualification essential to the County, such employee may be separated from employment due to the inability to meet a requirement of the position.

**4. Obligation to Report**

It is the volunteers’ or employees’ responsibility to notify their immediate supervisor of any condition or change in license status which would impede his/her driving ability. Authorized drivers’ must also report as soon as possible but no later than the next immediate workday, any convictions that causes them to be in non-compliance with the County’s driving standards. Failure to report as outlined above may subject the individual to disciplinary action, up to and including termination.

**5. Authorization Procedures and Training**

Individuals authorized to drive County vehicles are provided a copy of this policy and shall be required to sign the County Driving Standards Policy Agreement indicating that they understand and agree to comply with the provisions of this policy. The signed agreement shall be maintained by the Human Resources Department. Operators of County vehicles shall be required to participate in defensive driving training.

	<b>SUBJECT:</b>	
	<b>SHORT-TERM DISABILITY (STD) PLAN</b>	
	<b>POLICY NUMBER:</b> 502.1	<b>PAGE:</b> 1 OF 5
<b>EFFECTIVE DATE:</b> 3/19/14	<b>REVISED DATE:</b>	

**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- Coverage for work-related illness or injury is effective upon hire. Otherwise, coverage is effective one year after hire. Then, the STD benefit is payable after the employee has been continuously disabled for 7 calendar 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.

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 **HR Department** ~~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 both the employee and employer.

**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 on 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.

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 on 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.


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.

	<b>SUBJECT:</b>	
	<b>FAMILY AND MEDICAL LEAVE</b>	
	<b>POLICY NUMBER:</b> 504.0	<b>PAGE:</b> 1 OF 9
<b>EFFECTIVE DATE:</b> 10/18/2000	<b>REVISED DATE:</b>	

**OVERVIEW:** The function of this policy is to provide employees with a description of their FMLA right. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. Employees having any questions, concerns, or disputes with this policy must contact the Human Resources Director.

Under this policy, Accomack County will grant up to 12 weeks (or 480 hours) (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid, or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

**SCOPE:** To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

1. The employee must have worked for the County for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement stating the County's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
2. The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave; therefore, those hours of leave will not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

## **PROVISIONS**

### **A. Qualifying for FMLA Leave**

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

1. The birth of a child and in order to care for that child.
2. The placement of a child for adoption or foster care and to care for the newly placed child.
3. To care for a spouse, child, or parent with a serious health condition (described below)
4. The employee's own serious health condition as described below.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered in this FMLA policy or under the company's sick leave policy are encouraged to consult with the Human Resources Director.



If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

5. Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:

- a. Short-notice deployment
- b. Military events and activities
- c. Child care and school activities
- d. Financial and legal arrangements
- e. Counseling
- f. Rest and recuperation
- g. Post-deployment activities,
- h. Additional activities that arise out of active duty provided that the County and employee agree, including agreement on timing and duration of the leave.

Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

In order to care for a covered service member, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered service member.

- a. A "son or daughter of a covered service member" means the covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.
- b. A "parent of a covered service member" means a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents "in law."
- c. Under the FMLA, a "spouse" means a husband or wife, including those in same-sex marriages, which were made legal in all 50 United States as of June 26, 2015.

- d. The “next of kin of a covered service member” is the nearest blood relative, other than the covered service member’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member’s next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member’s only next of kin. For example, if a covered service member has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered service member’s next of kin. Alternatively, where a covered service member has a sibling (s) and designates a cousin as his or next of kin for FMLA purposes, then only the designated cousin is eligible as the covered service member’s next of kin. The County is permitted to require an employee to provide confirmation of covered family relationship to the covered service member.

“Covered active duty” means:

- a. “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
- b. “covered active duty or call to covered active duty status” in the case of members of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee’s 12-week maximum of FMLA leave in a 12-month period.

6. Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent, or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to care for that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

The term “covered service member” means:

- a. A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

- b. A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

The term “serious injury or illness” means:

- a. In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
- b. In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his her office, grade, rank or rating.
- c. Outpatient status, with respect to a covered service member, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

## **B. Amount of Leave**

An eligible employee can take up to 12 weeks for the FMLA circumstances (1) through (5) above under this policy during any 12-month period. The County will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If spouses both work for the County and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent “in-law”) with a serious health condition, the spouses may only take a combined total of 12 weeks of leave. If spouses both work for the County and each wishes to take leave to care for a covered injured or ill service member, the spouses may only take a combined total of 26 weeks of leave.

## **C. Employee Status and Benefits During Leave**

While an employee is on leave, the County will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employees' control, the County will require the employee to reimburse the County the amount it paid for the employee's health insurance premium during the leave period.

An employee's health insurance and life insurance benefits will remain active while on FMLA leave. The County will continue to pay its portion of insurance premiums. Any remaining portion of the premiums must be paid by the employee. While on paid leave, the County will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the finance department by the 25<sup>th</sup> day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The County will provide 15 days' notification prior to the employee's loss of coverage.

VRS retirement contributions and VRS life insurance deductions will be made in accordance with VRS regulations and timeframes.

If the employee contributes to a supplemental life insurance or disability plan, the County will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums.

#### **D. Employee Status After Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the County's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits, and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits, and working conditions. The County may also deny restoration to a "key" employee under certain circumstance. A key employee is defined as a salaried, FMLA-eligible employee who is among the highest paid 10 percent of all of the employees. For restoration to be denied, it will have been determined that substantial and grievous economic injury to County operations would result from the restoration. The employee will be provided notice that he/she is a key employee and that restoration will be denied and be given a reasonable opportunity to return to work.

#### **E. Use of Paid and Unpaid Leave**

An employee who is taking FMLA leave must use all available paid leave prior to being eligible for unpaid leave. Hybrid employees using FMLA leave for their own serious health condition will

use percentage of their leave to supplement short-term disability payments. (See policy 502.1 “Short-term Disability Plan.)

An employee will not accrue paid leave while on leave without pay.

#### **F. Intermittent Leave or a Reduced Work Schedule**

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year), or under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 480 hours) (or 26 workweeks to care for an injured or ill service member over a 12-month period).

The County may temporarily transfer an employee to an available alternative position with equivalent pay and benefits when: the alternative position would better accommodate the intermittent or reduced schedule; the leave for the employee or employee’s family member is foreseeable; or when the leave is for a planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the County and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption, or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the County before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

#### **G. Certification for the Employee’s Serious Health Condition**

The County will require certification for the employee’s serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification or explanation may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee’s Serious Health Condition.

Upon receipt of the certification, the HR Director may directly contact the employee’s health care provider for verification or clarification purposes. The employee’s direct supervisor will not contact the health care provider. Before the County makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the County will obtain the employee’s permission for clarification of individually identifiable health information.

The County has the right to ask for a second opinion if it has reason to doubt the certification. The County will pay for the employee to get a certification from a second doctor, who the County will select. If necessary to resolve a conflict between the original certification and the second opinion, the County will require the opinion of a third doctor. The County and the

employee will mutually select the third doctor, and the County will pay for the opinion. The County may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If acquired, a third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

#### **H. Certification for the Family Member's Serious Health Condition**

The County will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification or explanation may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition.

Upon receipt of the certification, the HR Director may directly contact the employee's family member's health care provider for verification or clarification purposes. The employee's direct supervisor will not contact the health care provider. Before the County makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the County will obtain the employee's family member's permission for clarification of individually identifiable health information.

The County has the right to ask for a second opinion if it has reason to doubt the certification. The company will pay for the employee's family member to get a certification from a second doctor, who the County will select. If necessary to resolve a conflict between the original certification and the second opinion, the County will require the opinion of a third doctor. The County and the employee will mutually select the third doctor, and the County will pay for the opinion. The company may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If acquired, a third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

#### **I. Certification of Qualifying Exigency for Military Family Leave**

The County will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

#### **J. Certification for Serious Injury or Illness of Covered Service member for Military Family Leave**

The County will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or

provide a reasonable explanation for the delay. Failure to provide certification or explanation may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service member.

#### **K. Recertification**

The County may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days unless circumstances have changed significantly, or if the County receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Typically, the County will request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The County may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

#### **L. Procedure for Requesting FMLA Leave**

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the HR Director. (Hybrid Plan employees requiring leave in excess of seven work days for their own serious health condition must also file a short-term disability claim within 14 days of illness. See policy 502.1 "Short-term Disability Plan.") Within five business days after the employee has provided this notice, the HR Director will complete and provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the County with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the County usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

#### **M. Designation of FMLA Leave**


Within five business days after the employee has submitted the appropriate certification from, the HR Director or designee will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

#### **N. Use of Sick Leave Bank While on FMLA Leave**

While eligible employees are on approved Family and Medical Leave (see policy 504), a maximum of 45 days in a 365 day period may be drawn ~~by any one member~~ from the Sick Leave Bank. Access to and usage of the sick leave bank will end after employees have depleted their twelve (12) weeks of FML in a twelve (12) month period, regardless of the number of sick leave bank days already used.

**O. Intent to Return to Work From FMLA Leave**

On a basis that does not discriminate against employees on FMLA leave, the County may require an employee on FMLA leave to report periodically on the employee’s status and intent to return to work.

	<b>SUBJECT:</b> <b>Job Abandonment</b>	
	<b>POLICY NUMBER:</b> <b>601.1</b>	<b>PAGE:</b> <b>1 OF 1</b>
	<b>EFFECTIVE DATE:</b>	<b>REVISED DATE:</b> <b>4/19/2016</b>

**OVERVIEW:** In order to ensure orderly operations and provide adequate staffing in all County departments, employees are expected to report to work as scheduled.

**SCOPE:** This policy applies to all employees.

**PROVISIONS:** An employee who is unable to report to work must notify his/her supervisor in accordance with leave policies. If an employee is unable to personally contact the supervisor for any absence, he/she should ask a representative (such as a family member or friend) to do so on the employee’s behalf. An employee who fails to report to work for three consecutive business days without notice or satisfactory explanation will be considered as having voluntarily resigned as a result of job abandonment.

**Contract Award IFB 689 – Construction of New Public Works Building**

Mr. Stewart Hall, Public Works Director appeared before the Board and informed them of the bid opening that was held on June 1, 2016, for the proposed new Public Works office to be located on County property off of Joynes Neck Road, Accomac. He stated that three (3) bids were received and all exceeded the current budget with a shortfall of \$140,000. Mr. Hall requested that the Board consider funding the shortfall out of the FY ’17 Budget Contingency because the funds were not available in the FY’ 16 budget. Finance Director Mike Mason responded to questions regarding funding the project from the FY ’17 budget contingency. A discussion ensued.



Mrs. Gordy made a motion to postpone funding the project until August and that Mr. Hall ask the contractor to extend the contract for an additional thirty (30) days. Mr. Crockett seconded the motion. The motion was unanimously approved.

Mr. Wolff thanked Mr. Hall for his assistance in getting the matching fund grant for \$300,000 for the Greenbackville Harbor project.

### **Volunteer Policy**

Mr. Hart offered a public apology to County Attorney Burge for his outburst due to a misunderstanding at the Board's June meeting.

County Attorney Cela Burge stated that since the June meeting, she had a more thorough report that was being provided to Board members for review regarding volunteerism for all employees and particularly as it relates to the Federal Legislative Act (FLSA).

Mr. Crockett made a motion to refer the matter to the Personnel Committee and allow the committee to meet with the County Attorney, County Administrator, Director of Public Safety and Human Resources Director and create a "draft" policy that would cover the entire County workforce and submit to the Board for discussion. Ms. Major seconded the motion.

Mr. Hart asked that the committee keep in mind the serious problem with volunteers particularly with Public Safety.

The motion was unanimously approved.

### **Recess**

The Chair, by consensus, declared the meeting in recess.

### **Call to order**

The Chair called the meeting back to order.

**Public Hearings**

County Attorney Cela Burge read the rules governing conduct during Public Hearings.

**Amendment to the School Divisions Budget to recognize Federal and State Grants and Entitlements for FY16**

Following comments by Finance Director Mike Mason, the Chair opened the public hearing to afford interested persons the opportunity to be heard or to present written comments concerning the request to amend the School Divisions Budget to recognize Federal and State grants and entitlements for FY16.

No public comments were offered and the Chair closed the public hearing.

Mr. Hart made a motion to adopt the following Resolution to Amend the Fiscal Year 2016 Accomack County Budget (School Division Fund) to Recognize Federal & State Grants/Initiatives Awarded and Appropriate Fund. Mr. Crockett seconded the motion. The motion was unanimously approved.

**RESOLUTION TO AMEND THE FISCAL YEAR 2016  
ACCOMACK COUNTY BUDGET (SCHOOL DIVISION FUND) TO  
RECOGNIZE FEDERAL & STATE GRANTS/INITIATIVES  
AWARDED & APPROPRIATE FUNDS**

**WHEREAS**, it is the responsibility of the Accomack County Board of Supervisors to approve and maintain the budget for Accomack County which includes the Accomack County School Division; and,

**WHEREAS**, on March 31, 2015, the Board of Supervisors adopted the Accomack County Fiscal Year 2016 Budget; and,

**WHEREAS**, the FY16 Adopted School Division Budget did not contain estimates of federal and state grant funds primarily associated with the “No Child Left Behind” legislation; and,

**WHEREAS**, on May, 6, 2016, the County received a request from the Accomack County School Division to amend the FY16 School Division Budget and appropriate funds in the amount of \$5,155,470 in order to recognize the following unbudgeted grant awards and initiatives; and,

<b>School Fund</b>	
<u>Use of funds:</u>	
Title I, Part A, Improving Basic Programs	\$ 1,721,745
Title I, Part C, Education of Migratory Children	280,309
Title II, Part A, Teacher Quality	288,983
Title III, Part A, Limited English Proficient	90,175
Title VI, Rural & Low-Income School Program	98,169
Title X, Mckinney/Vento Homeless Education	5,000
Special Education Flow Through	1,021,321
Special Education Pre-School	31,618
K-3 Initiative	826,412
SOL Web Base	622,560
SOL Algebra Readiness	169,178
Total	<u>\$ 5,155,470</u>

**WHEREAS**, the *Code of Virginia* § 15.2-2507 requires any proposed budget amendment that exceeds one percent of the total expenditures shown in the currently adopted County budget must be accomplished by publishing a notice of a meeting and a public hearing once in a newspaper having general circulation in that locality at least seven days prior to the meeting date: and,

**WHEREAS**, the proposed budget amendment does exceed one percent of the total expenditures shown in the currently adopted County budget; and,

**WHEREAS**, on May 11, 2016, a public hearing notice was advertised in the Eastern Shore News on this proposed amendment to the County's FY16 Budget; and,

**WHEREAS**, on May 18, 2016, a public hearing was held on this proposed amendment to the County FY16 Budget; therefore,

**BE IT RESOLVED** by the Board of Supervisors of Accomack County, Virginia, that the Fiscal Year 2016 County Budget (School Fund) be amended by \$5,155,470 and funds appropriated.

**Appropriation of School Division FY15 State Carryover Funds to FY16 in Accordance with the 2015 Appropriation Act**

Following comments by Finance Director Mike Mason, the Chair opened the public hearing to afford interested persons the opportunity to be heard or to present written comments concerning the request to appropriate School Division FY15 State Carryover Funds to FY16 in accordance with the 2015 Appropriation Act.

No public comments were offered and the Chair closed the public hearing.

Ms. Major made a motion to approve the following Resolution authorizing the appropriation of \$4,604,043 in fiscal year 2015 state carryover funds for the School Operating Fund of the Accomack County School Board to offset the impact of fiscal year 2016 state revenue adjustments. Mr. Crockett seconded the motion. The motion was unanimously approved.

### **RESOLUTION**

**WHEREAS**, Chapter 665, 2015 Acts of Assembly (i.e. the 2015 Appropriation Act) permits school divisions that have met required local effort and required local match for fiscal year 2015 to carry forward any remaining state direct aid to Public Education funds to fiscal year 2016 to help minimize the impact of any fiscal year 2016 state revenue adjustments to the school division; and

**WHEREAS**, the Act also requires that any funds carried forward be appropriated by the governing body and expended in the ensuing year; and

**WHEREAS**, the School Board of Accomack County, Virginia has undergone a financial audit for Fiscal Year 2015 and has reported an ending fund balance of \$6,229,975 in its School Operating Fund in the County's Comprehensive Annual Financial Report (CAFR) ; and,

**WHEREAS**, staff of the School Board of Accomack County, Virginia have reported that the entire amount of the ending fund balance, \$6,229,975, is comprised solely of unexpended state direct aid to Public Education funds; and,

**WHEREAS**, the County of Accomack, Virginia Board of Supervisors has met its required local effort and required local match for fiscal year 2015; and,

**WHEREAS**, the County of Accomack, Virginia Board of Supervisors has already appropriated \$1,625,932 in Fiscal Year 2015 state carry forward funds for use in Fiscal Year 2016; and,

**WHEREAS**, the School Board of Accomack County, Virginia is requesting that the remaining \$4,604,043 in unexpended Fiscal Year 2015 state funds be carried forward into Fiscal Year 2016 and appropriated to the school division; and,

**WHEREAS**, the School Board of Accomack County, Virginia will use the remaining unappropriated \$4,604,043 in unexpended state funds in fiscal year 2016 to offset the impact of fiscal year 2016 state revenue reductions to the school division;

**NOW, THEREFORE, BE IT RESOLVED**, by the County of Accomack, Virginia Board of Supervisors, that the sum of \$4,604,043 be appropriated in lump sum in state

carry forward funds to the School Operating Fund of the School Board of Accomack County, Virginia.

### **Appointments**

#### **Accomack-Northampton Planning District Commission**

Mr. Hart offered comments regarding term limit of the appointees and noted their ineligibility based on policy created by the Board. A discussion ensued regarding the Board's local policy as it applied to term limits.

Mr. Crockett made a motion to rescind and discontinue the Board's local policy on the consecutive 2-year term limit. Mr. Chesser seconded the motion. A discussion ensued with County Attorney Burge advising the Board of its right to rescind its internal administrative policies. A discussion continued with Mr. Miner summarizing the creation of the Board's policy on term limits.

The motion, as stated, passed unanimously.

Mrs. Gordy made a motion to reappoint Bryan Smith to the A-N Planning District Commission for a 1-year term beginning July 1, 2016 and ending June 30, 2017. Mr. Crockett seconded the motion. The motion was unanimously approved.

Mr. Phillips made a motion to reappoint Mrs. Gwendolyn Turner to the A-N Planning District Commission for a 1-year term to commence July 1, 2016 and end on June 30, 2017. Mr. Muhly seconded the motion. The motion was unanimously approved.

#### **Eastern Shore Community College Board**

Mr. Tarr made a motion to reappoint Mr. Jack Van Dame to the Eastern Shore Community College Board for a 4-year term to commence July 1, 2016 and end on June 30, 2020. Mr. Crockett seconded the motion. The motion was

unanimously approved.

Mr. Chesser made a motion to reappoint Mr. Aaron Kane to the Eastern Shore Community College Board for a 4-year term to commence July 1, 2016 and end on June 30, 2020. Mr. Crockett seconded the motion. The motion was unanimously approved.

#### **Eastern Shore of Virginia Broadband Authority**

Mr. Crockett made a motion to reappoint Mr. Steven B. Miner to the Eastern Shore Broadband Authority for a 4-year term to commence July 1, 2016 and end on June 30, 2020. Mr. Tarr seconded the motion. The motion was unanimously approved.

#### **Eastern Shore of Virginia Ground Water Committee**

Mr. Tarr made a motion to reappoint Mr. J. Wesley Jeffries to the Eastern Shore of Virginia Ground Water Committee for a 3-year term to commence on July 1, 2016 and end on June 30, 2019. Mr. Hart seconded the motion. The motion was unanimously approved.

#### **Eastern Shore Public Library Board**

Mr. Phillips made a motion to appoint Mr. Tim Valentine to the Eastern Shore Public Library Board for a 4-year term, to replace Ms. Collette Nelson, who is ineligible for reappointment. This term will commence July 1, 2016 and end on June 30, 2020. Mr. Tarr seconded the motion. The motion was unanimously approved.

Mr. Hart made a motion to reappoint Mr. Paul Berge to the Eastern Shore Public Library Board for a 4-year term to commence July 1, 2016 and end on June 30, 2020. Ms. Major seconded the motion. The motion was unanimously

approved.

### **Parks and Recreation Advisory Commission**

Mr. Crockett made a motion to reappoint Mr. Jeb Wilson to the Parks and Recreation Advisory Commission for a 4-year term to commence July 1, 2016 and end on June 30, 2020. Mrs. Gordy seconded the motion. The motion was unanimously approved.

### **Quinby Boat Harbor Committee**

Mr. Hart made a motion to reappoint Mr. Frank Janos to the Quinby Boat Harbor Committee for a 4-year term to commence July 1, 2016 and end on June 30, 2020. Ms. Major seconded the motion. The motion was unanimously approved.

Mr. Hart made a motion to reappoint Mr. William Gleim to the Quinby Boat Harbor Committee for a 4-year term to commence July 1, 2016 and end on June 30, 2020. Ms. Major seconded the motion. The motion was unanimously approved.

### **Social Services Board**

Ms. Major made a motion to appoint Mr. Robert Crockett to the Social Services Board for a 4-year term to replace Mr. R. Dodd Obenshain, who is ineligible for reappointment. This term will commence on July 1, 2016 and end on June 30, 2020. Mr. Phillips seconded the motion. The motion was unanimously approved.

Mr. Hart made a motion to reappoint Ms. C. Reneta Major to the Social Services Board for a 4-year term to commence July 1, 2016 and end on June 30, 2020. Mr. Phillips seconded the motion. The motion was unanimously approved.

Mr. Crockett made a motion to appoint Mrs. Laura Belle Gordy to the Social Services Board, as a Board representative, for a 4-year term to commence July 1, 2016 and end on June 30, 2020. Ms. Major seconded the motion. The motion was unanimously approved.

Mr. Tarr made a motion to reappoint Mr. John Sparkman to the Social Services Board for a 4-year term to commence July 1, 2016 and end on June 30, 2020. Ms. Major seconded the motion. The motion was unanimously approved.

Board members offered several comments regarding the process of making appointments and the structure of boards, commissions and committees.

#### **Solid Waste Committee**

Mr. Crockett made a motion to reappoint Mr. Joseph Donahue to the Solid Waste Committee, as a citizen member, for a 4-year term to commence July 1, 2016 and end on June 30, 2020. Ms. Major seconded the motion. The motion was unanimously approved.

#### **Virginia Wallops Research Park Leadership Council Representatives**

Mr. Miner advised members that he was the designated County representative at the present time.

#### **Speed Study Request**

Mrs. Gordy made a motion to request Virginia Department of Transportation to conduct a speed study request on Virginia Avenue in the Town of Onley for the purpose of reducing the speed from 35 mph to 25 mph to ensure the safety of children playing. Mr. Hart seconded the motion. The motion was unanimously approved.



### **Joint Meeting of School Board and Board of Supervisors**

Mr. Wolff informed members about a conversation that he had with the School Board Chair and she had been very receptive to the idea of a joint meeting between the Boards. She had requested that a poll be taken of the Board of Supervisors to determine possible meeting dates to present to the School Board. She suggested that members meet in smaller groups to develop agenda items to be compiled to form a regular agenda. A brief discussion transpired. It was the consensus of the Board that the Chairs of each board, the County Administrator, and School Superintendent meet to determine possible meeting dates and to compile an agenda.

### **Incident Command System (ICS) 402 Training**

It was the consensus of the Board to have the Incident Command System (ICS) training on Wednesday, July 6, 2016 at 5:00 p.m. in the Board Chambers in Accomac.

### **County Administrator's Report**

#### **Letter of Intent for Pre-trial Services**

County Administrator Steve Miner briefed members about the notification he had received from the Department of Criminal Justice Services regarding the availability of grant funding for the expansion of pre-trial services and/or local probation to localities that are without the services. He also noted that it may be an excellent opportunity to expand an important service as pretrial services can divert appropriate offenders into less expensive and/or more effective methods of intervention. Mr. Miner continued to explain the program in detail and responded to questions regarding same. He stated that a non-binding letter of intent was

required if the County anticipated applying for funding but he was only asking for the opportunity to do more exploration in the matter. A lengthy discussion ensued.

Following a poll of the Board, it was the consensus of the Board to authorize the County Administrator to explore further information regarding the grant.

### **Storm Water Management Cost**

Mr. Chesser requested that staff determine the County's cost to maintain the current storm water management in comparison to other counties as well as the counties that opted to allow the State to manage its program. There was discussion regarding matters relating to same.

County Attorney Cela Burge informed members of legislative changes that had occurred and the huge bill to reorganize.

### **EDA Bond Accommodation for James City County**

Mr. Miner informed the Board that the County's Economic Development Authority (EDA) has been requested to provide an accommodation pass-through bond using a portion of its unused bond allocation to assist James City County with part of a larger issue they were trying to do. He explained same and stated that the matter would be placed on a future agenda for the Board's approval if it took effect after the EDA held a public hearing. There was discussion regarding same.

### **Zika Virus**

Mr. Miner shared information he had received after attending a meeting at the Health Department organized by Kim White, Epidemiologist, regarding the Zika Virus, and upon approval, he would like to invite Dr. David Matson, Health Department Director, to do a presentation about the Zika Virus.

Comments were offered regarding the cleaning of ditches and culverts to avoid standing water.

### **County Attorney's Report**

#### **Storm Water Management**

County Attorney Cela Burge briefly informed the Board about the huge bill that would make more changes to the storm water program and they would need to make plans for it as well.

She thanked the board for approving the update FOIA Policy which was a legislative change to be posted on the county's website.

Attorney Burge requested that the Board consider holding a Public Hearing at the July 20, 2016 meeting for changes to the Accomack County Code relating to Statements of Economic Interest, noting changes made by the General Assembly.

Mr. Crockett made a motion to schedule a Public Hearing at the July 20, 2016 meeting, as requested. Ms. Major seconded the motion. The motion was unanimously approved.

#### **Board of Supervisors Comment Period**

Mr. Muhly inquired about the funding for the State approved traffic light at the entrance of the Industrial Park. Mr. Mason stated that he would contact President Glover and stated that there was no source at the time. Mr. Miner stated there could be a potential cost sharing through VDOT's matching program funds.

Mrs. Gordy stated that she was hoping for a peaceful year.

With the inclusion of presenting the resolutions to the valedictorians, Mr. Tarr stated that during the budget process he would like for staff to look at the possibility of giving a small scholarship as well.

As a new Board member, Mr. Tarr offered expressions of thanks to the Board for its support.

Mr. Crockett offered comments regarding the pleasure of having three (3) new Board members and the camaraderie that has been shared.

Mr. Wolff reiterated his thanks as Chair for six (6) months. He informed members that the “Blue Angel” crash that had occurred on June 2<sup>nd</sup> was the pilot that that he had flown with almost a year to the day.

### **Budget and Appropriation Items**

Mr. Hart made a motion to approve the following resolution to amend the Fiscal Year 2016 Budget and Appropriate Related Funds. Mr. Tarr seconded the motion. The motion was unanimously approved.

### **RESOLUTION TO AMEND THE FISCAL YEAR 2016 ACCOMACK COUNTY BUDGET**

**WHEREAS**, it is the responsibility of the Accomack County Board of Supervisors to approve and maintain the budget for Accomack County; and

**WHEREAS**, on March 31, 2015, the Board of Supervisors adopted the Accomack County Fiscal Year 2016 Budget; and

**WHEREAS**, during the course of the fiscal year certain unanticipated events occur that compel amendments to the budget be made; and

**WHEREAS**, staff has reviewed the following budget amendments and recommends that they be approved; now, therefore,

**BE IT RESOLVED** by the Board of Supervisors of Accomack County, Virginia, that the Fiscal Year 2016 County budget be amended by the amounts listed below and the amounts appropriated for the purposes indicated.

<b>Requesting Department</b>	<b>Fund/Function</b>	<b>Purpose</b>	<b>Funding</b>	<b>Total</b>
Public Safety	General Fund/EMS	To allow up to \$15,000 in unexpended funds in the EMS and Emergency Management department budgets to carryforward into FY17 to fund equipment for the new public safety office. The department had planned to exhaust these funds in FY16 once renovations to the office were completed however, because the construction completion has slipped to FY17, it is necessary for these funds to be carryover if they are to be used for the project.	Existing FY16 Budget	\$15,000 max
Sheriff	General Fund/Law	To recognize Byrne Justice Assistance Grant award.	Federal Grant	\$ 2,806
Social Services	Virginia Public Assistance Fund	To recognize budget adjustments needed to bring the Social Services budget in-line with the State approved budget.	Federal and State Funds	\$ 3,112
<b>Total</b>				<b>\$ 20,918</b>

Mr. Mason responded to an inquiry regarding the State audit for the CSA funding and stated that the results were not available yet but would follow up on it for the next meeting.

**Payables**

Upon certification by the County Administrator, Mr. Tarr made a motion to approve the June payables. Mr. Hart seconded the motion. The motion was unanimously approved.

### **Closed Meeting**

Mr. Tarr made a motion that the Board go into closed meeting pursuant to Section 2.2-3711. (A) (1) and (7), of the Code of Virginia of 1950, as amended, for the following purpose. Mr. Crockett seconded the motion. The motion was unanimously approved.

1. For the purpose of 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 evaluation of performance of departments or schools of public institutions of higher education where such evaluation will necessarily involve discussion of the performance of specific individuals, and in particular discussion of the continued assignment and salary stipend of the Emergency Services Director.
2. Consultation with legal counsel and briefing by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel as it pertains to (a) Atlantic Town Center v. Accomack County; (b) CCG Note, LLC and CCG Land, LLC v. Accomack County; and (c) Wallops Research Park construction contracts.

### **Open Session**

The Chair declared the meeting open to the public.

### **Certification of Closed Meeting**

Mr. Phillips made a motion, seconded by Mr. Crockett to reconvene in Open Meeting and to Certify by roll call vote, pursuant to Section 2.2-3712 (D) of the Code of Virginia, that to the best of each member's knowledge the only matters heard, discussed, or considered during the Closed Meeting were (i) public business matters lawfully exempted from Open Meeting requirements under this chapter and (ii) such public business matters as were identified in the motion by which the Closed Meeting was convened.

Ayes: Mr. Tarr                      Mr. Wolff                      Mr. Chesser                      Nays: None  
         Mr. Muhly                      Mr. Phillips                      Mr. Crockett  
         Mr. Hart                      Ms. Major                      Mrs. Gordy

**Emergency Services Director**

Mr. Crockett made a motion to increase the stipend of the Emergency Services Director from \$750.00 per year to \$1200.00. Ms. Major seconded the motion with Mr. Hart abstaining.

The motion was unanimously approved.

**Adjournment**

Mr. Crockett made a motion to recess the meeting to July 6, 2016 at 5:00 p.m. in the Board Chambers. Ms. Major seconded the motion. The motion was unanimously approved.

---

Ron S. Wolff, Chair

---

Date