

**Pittsylvania County Board of Supervisors
Tuesday, November 15, 2016
Adjourned Meeting**

VIRGINIA: The Adjourned Meeting of the Pittsylvania County Board of Supervisors was held on Tuesday, November 15, 2016 in the General District Courtroom of the Edwin R. Shields Addition in Chatham, Virginia. Jessie L. Barksdale, Chair, called the meeting to order at 7:00 p.m. The following members were present:

Jessie L. Barksdale	Banister District
Elton W. Blackstock	Staunton River District
Tim Barber	Tunstall District
Ronald S. Scearce	Westover District
Jerry A. Hagerman	Callands-Gretna District
Robert W. Warren	Chatham-Blairs District
Joe B. Davis	Dan River District

Mr. Clarence C. Monday, County Administrator, Mr. J. Vaden Hunt, County Attorney, Mr. Greg L. Sides, Assistant County Administrator for Planning and Development, Mr. Matthew Rowe, Director of Economic Development, Mr. Odie H. Shelton, Jr., Director of Code Compliance, and Ms. Rebecca Flippen, Deputy Clerk were also present.

After a Moment of Silence, Boy Scout Troop 374 of St. Lukes Methodist Church led the Pledge of Allegiance.

Approval of Agenda

Motion was made by Mr. Blackstock, seconded by Mr. Barber, to approve the agenda with the following addition to Closed Session:

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.

Authority: §2.2-3711(A)(1) of the Code of Virginia, 1950, as amended

Subject Matter: County Administrator

Purpose: Discussion and consideration of prospective candidate for the upcoming County Administrator vacancy

Mr. Blackstock's was unanimously approved by the Board.

Hearing of the Citizens

No one signed up to speak.

CONSENT AGENDA

(a) Adoption of Natural Hazards Mitigation Plan

Motion was made by Mr. Barber, seconded by Mr. Warren, to approve the Consent Agenda, which was unanimously approved by the Board.

Public Hearings
Rezoning Cases

Case 1: R&P Country Club, LLC – Staunton River Election District R-16-027

A-1, Agricultural District, R-1, Residential Suburban Subdivision District & B-2, Business District, General to RPD, Residential Planned Unit Development District

Mr. Barksdale opened the public hearing at 7:07 pm. Mr. Shelton explained that R & P Country Club, LLC/Runk & Pratt Senior Living Communities, had petitioned to rezone a total of 349.83 acres, six (6) parcels of land, located off State Road 637/Country Club Road, in the Staunton River Election District from A-1, Agricultural District, R-1, Residential Suburban Subdivision District and B-2, Business District, General to RPD, Residential Planned Unit Development District (*for a Senior Living Community*). Once the properties are rezoned to RPD, all uses listed under Section 35-294 are a permitted use. The Planning Commission, with no opposition, recommended granting the petitioner's request. Jimmy Ayers, Administrative Assistant of Runk & Pratt Senior Living Communities, was there to represent the petition. Pat Davis, of the Callands-Gretna District, told the Board her personal ordeals during her late husband's Alzheimer's illness and the lack of a facility nearby for him to receive treatment and/or reside for care specific to his illness. Ms. Davis supported the rezoning request. Gary Poindexter, Mayor for the Town of Hurt, supported the rezoning request. No one else signed up to speak and Mr. Barksdale closed the hearing at 7:22 pm.

Mr. Blackstock stated that while he supported the rezoning request, he would be abstaining from voting as he served on the Board for the bank Runk & Pratt would be using and did not want there to be any question of a Conflict of Interest that might delay and/or hinder the project in any way. Mr. Hagerman asked Mr. Blackstock to explain himself on his reason for abstaining. Mr. Blackstock said that as required by Virginia Code (§2.2-3112(A)(1)), he was abstaining from participating in the rezoning cases R-16-027 because as he as a member of the Board of Directors for First National Bank of Altavista and that bank provides, or has provided in the past, financing to Runk & Pratt, who is requesting the rezoning for this case. Motion was then made by Mr. Warren, seconded by Mr. Barksdale, to approve rezoning Case R-16-027 from A-1, Agricultural District, R-1, Residential Suburban Subdivision District & B-2, Business District, General to RPD, Residential Planned Unit Development District, and the following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Abstained; Mr. Scearce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Warren's motion was approved by a 6-0-1 majority vote of the Board, with no opposition and Mr. Blackstock abstaining.

Case 2: Lynn A. Tucker – Callands/Gretna Election District R-16-028

R-1, Residential Suburban Subdivision District to A-1, Agricultural District

Mr. Barksdale opened the public hearing at 7:24 pm. Mr. Shelton explained that Lynn Tucker had petitioned to rezone 1.51 acres, located off State Road 809/Columbus Road in the Callands-Gretna Election District from R-1, Residential Suburban Subdivision District to A-1, Agricultural District. Once the property is rezoned to A-1, all uses listed under Section 35-178 are a permitted use. The Planning Commission, with no opposition, recommended granting the petitioner's request. Lynn Tucker was there to represent the petition. No one signed up to speak and Mr. Barksdale closed the hearing at 7:25pm. Motion was made by Mr. Hagerman, seconded by Mr. Barber, to approve rezoning Case R-16-028 from R-1 to A-1 District and the following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scearce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Hagerman's motion was unanimously approved by the Board.

Case 3: Joseph Kiss & Deborah M. Rush – Banister Election District R-16-029

R-1, Residential Suburban Subdivision District to A-1, Agricultural District

Mr. Barksdale opened the public hearing at 7:27pm. Mr. Shelton explained that Joseph Kiss and Deborah Rush, husband and wife, had petitioned to rezone 5.65 acres, located on State Road 680/Church Road in the Banister Election District from R-1, Residential Suburban Subdivision District to A-1, Agricultural District. Once the property is rezoned to A-1, all uses listed under Section 35-178 are a permitted use. The Planning Commission, with no opposition, recommended granting the petitioners' request. Deborah Rush was there to represent the petition. No one signed up to speak and Mr. Barksdale closed the hearing at 7:29pm. Motion was made by Mr. Blackstock, seconded by Mr. Barber, to rezone Case R-16-029 from R-1 District to A-1 District and the following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scearce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Blackstock's motion was unanimously approved by the Board.

Case 4: Timothy S. Cassidy & Dawn M. Cassidy – Dan River Election District R-16-030

RC-1, Residential Combined Subdivision District to A-1, Agricultural District

Mr. Barksdale opened the public hearing at 7:30pm. Mr. Shelton explained that Timothy and Dawn Cassidy had petitioned to rezone a total of 4.55 acres, five (5) parcels of land, located on U.S. Highway 360/Old Richmond Road in the Dan River Election District from RC-1, Residential Combined Subdivision District to A-1, Agricultural District. Once the properties are rezoned to A-1, all uses listed under Section 35-178 are a permitted use. The Planning Commission, with no opposition, recommended granting the petitioners' request. Timothy Cassidy was there to represent the petition. No one signed up to speak and Mr. Barksdale closed the hearing at 7:31pm. Motion was made by Mr. Davis, seconded by Mr. Warren, to approve rezoning Case R-16-030 from RC-1 District to A-1 District and the following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scearce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Davis' motion was unanimously approved by the Board.

This concluded the public hearings.

New Business

Mr. Monday explained that County staff has been working over the past several months with the courts and the constitutional officers to make needed improvements with courthouse security. Dewberry of Danville worked with County staff to prepare drawings and bid documents for the project. The County put out requests for bids for contractors with the bid opening date of November 2, 2016 at 2:00pm. Due to the complexities of the job, the County scheduled a mandatory pre bid conference. Two contractors attended the mandatory pre bid and submitted bids. On November 2, 2016 at 2:00pm, the County opened the bids for the courthouse security upgrades with Quality Construction and Daniel Builders, LLC. Attached is the official bid tabulation. Quality Construction notified Dewberry of Danville that they needed to withdraw their bid based on large discrepancies associated with their bid. Quality Construction failed to include the card readers as well as the terrazzo flooring required by the bid documents. The bid documents do allow for a contractor to withdraw their bid if it is substantially lower than any other bid due to omissions made by the contractor in good faith and can be demonstrated by the working papers and bid tabulation that the contractor made in preparing the bid. County staff agrees with Dewberry that the County should accept Quality Construction's withdrawal of their bid and award the bid to Daniel Builders, LLC in the amount of \$269,000. These funds are already available in the Courthouse Security Fund.

Motion was then made by Mr. Warren, seconded by Mr. Davis, to accept Quality Constructions' bid withdrawal, which was unanimously approved by the Board.

Motion was made by Mr. Warren, seconded by Mr. Blackstock, to approve awarding the Courthouse Security Project bid to Daniels Builders, LLC in the amount of \$269,000 and authorize the County Administrator to sign any necessary documentation, which was unanimously approved by the Board.

Motion was made by Mr. Blackstock, seconded by Mr. Barber, to table approval of the Mission Statement and Strategic Priorities for Pittsylvania County until the Board's December 5, 2016 meeting, which was unanimously approved by the Board.

Mr. Monday read the following Certification for County Administrator Interviews:

Pursuant to Virginia Code Section 2-2.3712(B), the Pittsylvania County Board of Supervisors held closed meetings at undisclosed locations within the past 15 days for the purpose of interviewing candidates for the position of Pittsylvania County Administrator.

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
CERTIFY CLOSED MEETING**

BE IT RESOLVED that at the Meeting of the Pittsylvania County Board of Supervisors on November 15, 2016, the Board hereby certifies by a recorded vote that to the best of each board member's knowledge only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed meeting were heard, discussed or considered in the closed meeting. If any member believes that there was a departure from the requirements of the Code, he shall so state prior to the vote indicating the substance of the departure. The statement shall be recorded in the minutes of the Board.

Roll Call Vote

	Y	N	A
Barber	X	<input type="checkbox"/>	<input type="checkbox"/>
Hagerman	X	<input type="checkbox"/>	<input type="checkbox"/>
Blackstock	X	<input type="checkbox"/>	<input type="checkbox"/>
Scearce	X	<input type="checkbox"/>	<input type="checkbox"/>
Davis	X	<input type="checkbox"/>	<input type="checkbox"/>
Warren	X	<input type="checkbox"/>	<input type="checkbox"/>
Barksdale	X	<input type="checkbox"/>	<input type="checkbox"/>

A unanimously certification was received from the Board.

Board Announcements

Mr. Warren thanked Boy Scout Troop 374 of St. Lukes Methodist Church for their attendance.

Mr. Blackstock thanked Runk & Pratt for their commitment to the Senior LivingCommunities project, and Ms. Pat Davis for her personal testimony towards the great need in the County's area for such communities and medical services.

Mr. Barber thanked all Veteran's for their service to the County, Country and its citizens.

Closed Session

Motion was made by Mr. Barber, seconded by Mr. Warren, to enter into Closed Session for discussions of the following:

- (a) Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.

Legal Authority: Virginia Code §2.2-3711(A)(5)
Subject: Project Little Light
Purpose: Project Update

- (b) Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.

Legal Authority: Virginia Code §§ 2.2-3711(A)(5)
Subject: Project Optimization
Purpose: Discussion of Performance Agreement

The following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scearce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Barber's motion was unanimously approved by the Board and they entered into Closed Session at 7:54 pm.

RETURN TO OPEN SESSION

Motion was made by Mr. Barber, seconded by Mr. Davis, to return to Open Session.

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
CERTIFY CLOSED MEETING**

BE IT RESOLVED that at the Meeting of the Pittsylvania County Board of Supervisors on November 15, 2016, the Board hereby certifies by a recorded vote that to the best of each board member's knowledge only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed meeting were heard, discussed or considered in the closed meeting. If any member believes that there was a departure from the requirements of the Code, he shall so state prior to the vote indicating the substance of the departure. The statement shall be recorded in the minutes of the Board.

Vote

Tim R. Barber

Yes

Adjourned Meeting
November 15, 2016

Jerry A. Hagerman	Yes
Elton W. Blackstock	Yes
Joe B. Davis	Yes
Ronald S. Scearce	Yes
Robert W. Warren	Yes
Jessie L. Barksdale	Yes

Upon a unanimous vote of the Board, they returned to Open Session at 8:08 pm.

Motion was made by Mr. Davis, seconded by Mr. Warren, to approve a Performance Agreement with Intertape Polymer Group (IPG) and the following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scearce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Davis' motion was unanimously approved by the Board.

LOCAL PERFORMANCE AGREEMENT

This Local Performance Agreement (“Agreement”) is made as of this 3RD day of November 2016, by and among Pittsylvania County, Virginia, a political subdivision of the Commonwealth of Virginia (the “County”), and Intertape Polymer Corp., a corporation organized under the laws of Delaware (“Company”).

WHEREAS, Company has agreed to make a significant taxable capital investment commitment (new product lines and equipment upgrades) and retain existing jobs; and

WHEREAS, Company has proposed to make taxable capital investments, in both machinery and tools, as well as real estate improvements, in the County in the sum amount of at least twenty-two million dollars (\$22,000,000) within the next thirty-six (36) months from the date of this Agreement; and

WHEREAS, Company will retain thirty (30) existing, full-time jobs in the County, at an average salary of at least thirty-six thousand five-hundred dollars (\$36,500) per annum within the next thirty-six (36) months from the date of this Agreement, and will maintain such employment levels for at least one hundred twenty (120) months from the date of this Agreement; and

WHEREAS, the County will provide the following incentives to Company:

<u>Machine and Tools Tax Grant:</u>	\$141,819
<u>Building Permit Fee Waiver:</u>	\$2,500 (estimated value)

WHEREAS, the total amount of incentives available to Company is up to \$144,319 (a breakdown of such incentives is set forth in Exhibit “A,” attached hereto and made a part hereof); and

WHEREAS, the County finds that the provisions of this Agreement, and the commitments of the parties herein, will promote the retention and expansion of industrial growth in the County by inducing industrial, commercial, and economic development within the region,

and that such development will promote the safety, health, welfare, convenience, and prosperity of the citizens of the County.

NOW, THEREFORE, the parties agree as follows:

1. Recitals Incorporated: The foregoing Recitals are hereby incorporated by reference.

2. 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 Company in taxable real property, taxable tangible personal property, or both, at the Eagle Springs Road Property in the County.

“Event of Force Majeure” means any of the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; or partial or entire failure of utilities.

“Maintain” means that the retained jobs will continue without interruption from the date of creation through the Subsequent Performance Date. Positions for the retained 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.

“Retained Job” means an existing permanent full-time employment of an indefinite duration at the Eagle Springs Road Property for which the standard fringe benefits are provided by Company for the employee, and for which Company pays an average annual wage of at least \$36,500. Each Retained Job must require a minimum of either (i) thirty-five (35) hours

of an employee's time per week for the entire normal year of Company's operations in the County, which "normal year" must consist of at least forty-eight (48) weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions associated with 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 Retained Jobs.

"Performance Date" means thirty-six (36) months from the date of this Agreement.

"Subsequent Performance Date" means one hundred twenty months (120) months from the date of this Agreement.

3. Operation: Company agrees to locate a new plastics production line and make upgrades to existing lines at its existing facility in the County.

4. Capital Expenditures Requirements: Company agrees to make new total taxable Capital Investment to include building construction and improvements, as well as machinery, tool, and equipment purchases and/or leases of at least twenty-two million dollars (\$22,000,000), itemized as twenty-one million dollars (\$21,000,000) in machinery, tool, and equipment purchases and/or leases and one million dollars (\$1,000,000) in construction and up-fit of the Facility in the County by the Performance Date.

5. Job Requirements: Company agrees to, by the Performance Date, a total of thirty (30) Retained Jobs with an average wage of \$36,500 per annum, plus benefits for its County operations, and to maintain these Retained Jobs until at least the Subsequent Performance Date.

6. Incentives Extended to Company:

A. The County will grant fifty percent (50%) of the new revenue generated by the \$21,000,000 machine and tools investment for a three (3) consecutive year period, once total Capital Investment has been made at the Eagle Springs Road property in the County.

B. The County will waive local building permit fees (estimated value of \$2,500) associated with the capital investment project during the Performance Date period at the Eagle Springs Road property in the County.

C. Payments by County of any and all Incentives to Company are conditioned on Company being current on any and all taxes and fees due and owing County.

7. Grant Repayment if Terms are not Satisfied: If Company fails to satisfy all of the terms of this Agreement, then any portion of the Machine and Tools Tax Grant not previously paid to Company shall be forfeited by Company.

A. For purposes of repayment of any portion of the Machine and Tools Tax Grant paid to Company, all Machine and Tools Tax Grant funds are to be allocated as fifty percent (50%) for Company's Capital Investment commitment, and fifty percent (50%) for Company's Retained Jobs commitment hereunder.

(i) If Company has achieved at least ninety percent (90%) of both the Capital Investment requirements set forth in Paragraph 4 above and the Retained Jobs requirements set forth in Paragraph 5 above no later than the Performance Date, and if Company maintains the Retained Jobs requirements set forth in paragraph 5 above through the Subsequent Performance Date, then and thereafter Company shall be no longer obligated to repay any portion of the Machine and Tools Tax Grant provided to it under this Agreement.

(ii) If Company fails to achieve at least ninety percent (90%) of both its Capital Investment and Retained Jobs requirements as set forth in Paragraphs 4 and 5 above by the Performance Date and/or if Company fails to maintain the Retained Jobs requirements set forth in Paragraph 5 above through the Subsequent Performance Date, then Company shall repay to the County that part of the Machine and Tools Tax Grant that is proportional to the shortfall.

(iii) Repayment by Company must be made not later than thirty (30) days after the date on which Company is notified that it has not satisfied the terms of this Agreement.

8. Jobs Report: Company agrees to report to the County by July 1, 2017, and every twelve (12) months thereafter, the number of Retained Jobs in the County. Company further agrees that the County's Economic Development Director, or his designee, is authorized to verify any and all job retention numbers through the Virginia Employment Commission.

9. Taxable Capital Expenditures and Real Property Improvement Report: Company also agrees to provide a certificate to the County annually, beginning July 1, 2017, stating the Company's progress in connection with meeting its Capital Investment target. On July 1, 2020, the Company shall provide a certificate to the County verifying that Company has met its total taxable Capital Investment commitment of at least twenty-two million dollars (\$22,000,000) in construction and up-fit of the Eagle Springs Road property, as well as new machinery, tools, and equipment, all located in the County. Company further agrees that the County's Economic Development Director, or his designee, is authorized to verify all taxable capital equipment expenditures through the County's Commissioner of the Revenue.

10. Audit and Guideline Requirements: Company agrees to comply with all grant guidelines for the Machine and Tools Tax Grant by furnishing any and all information requested to verify the performance of the terms of this Agreement. Failure to comply, thirty (30) days after receipt of written notice of non-compliance by Company, with the provisions in Paragraphs 7, 8, 9, and 10 shall be considered a material default of this Agreement, and shall subject Company to the Machine and Tools Tax Grant termination and repayment provisions of Paragraph 7 set forth above.

12. Governing Law: This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in Pittsylvania County, Virginia.

13. Execution: This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed an original.

14. Entire Agreement: This Agreement constitutes the entire agreement of the parties hereto, and may not be modified or amended except in a writing signed by all of the parties hereto.

15. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

16. 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.

17. Enforcement: In the event that it is necessary for any party to incur any costs and expenses in the enforcement of any of the terms and provisions of this Agreement in a court of law or equity, the substantially non-prevailing party shall pay forthwith to the substantially prevailing party any and all costs and expenses thereby incurred including, but not limited to, reasonable counsel fees and court costs.

18. 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 twenty-four (24) hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

Adjourned Meeting
November 15, 2016

WITNESS the following signatures and seals:

PITTSYLVANIA COUNTY, VIRGINIA

By: *Clarence Monday*
Its: County Administrator

APPROVED AS TO FORM

J. Vaden Hunt
J. Vaden Hunt, Esq.
Pittsylvania County Attorney

COMMONWEALTH OF VIRGINIA

COUNTY OF PITTSYLVANIA

The foregoing instrument was acknowledged before me this 16th day of November, 2016, by Clarence Monday, in his capacity as County Administrator of Pittsylvania County, Virginia.

Rebecca D. Flippen
Notary Public

My commission expires: *July 31 2017*

 Rebecca D. Flippen
Commonwealth of Virginia
Notary Public
Commission No. 310864
My Commission Expires *July 31 2017*

INTERTAPE POLYMER CORP.

By: _____
Print: Carol Fan
Title: VP Tax
Attest: _____

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 3rd day of November, 2016, by Carol Fan, in his/her capacity as VP Tax of Intertape Polymer Corp., on behalf of the Corporation.

K Peens
Notary Public

My commission expires: October 13, 2018

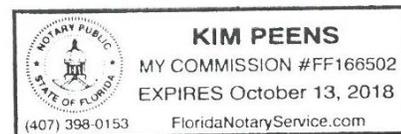


EXHIBIT "A"

Breakdown of Incentives

50% Machine and Tools Tax; 3 Year Grant (County) (based on new tax revenue generated from capital Investment)	\$141,819
One-time Building Permit Fee Waiver (County)	<u>\$2,500</u> (<u>estimated value</u>)
Total	\$144,319

Motion was made by Mr. Warren, seconded by Mr. Barber, to return to Closed Session for the following:

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.

Authority: §2.2-3711(A)(1) of the Code of Virginia, 1950, as amended

Subject Matter: County Administrator

Purpose: Discussion and consideration of prospective candidate for the upcoming County Administrator vacancy

The following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scearce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Warren's motion was unanimously approved by the Board and they re-entered into Closed Session at 8:12 pm.

Motion was made by Mr. Warren, seconded by Mr. Barber, to return to Open Session and the following Certification was recorded:

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
CERTIFY CLOSED MEETING**

BE IT RESOLVED that at the Meeting of the Pittsylvania County Board of Supervisors on November 15, 2016, the Board hereby certifies by a recorded vote that to the best of each board member's knowledge only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed meeting were heard, discussed or considered in the closed meeting. If any member believes that there was a departure from the requirements of the Code, he shall so state prior to the vote indicating the substance of the departure. The statement shall be recorded in the minutes of the Board.

	<u>Vote</u>
Tim R. Barber	Yes
Jerry A. Hagerman	Yes
Elton W. Blackstock	Yes
Joe B. Davis	Yes
Ronald S. Scearce	Yes
Robert W. Warren	Yes
Jessie L. Barksdale	Yes

Upon a unanimous vote of the Board, they returned to Open Session at 9:30 pm.

Mr. Monday then gave the following Public Statement:

"Pursuant to Virginia Code Section 2-2.3712(B), the Pittsylvania County Board of Supervisors will be holding closed meetings at undisclosed locations within the following 15 days for the purpose of interviewing candidates for the position of Pittsylvania County Administrator."

Adjourned Meeting
November 15, 2016

ADJOURNMENT

Motion was made by Mr. Barber, seconded by Mr. Blackstock to adjourn the meeting, which was unanimously approved by the Board.

The meeting adjourned at 9:33pm.