

*INDUSTRIAL DEVELOPMENT AUTHORITY OF THE  
COUNTY OF PRINCE WILLIAM*

**RULES AND PROCEDURES**

ARTICLE I

PURPOSE AND SCOPE

**Section 1.1 Purpose.** These Rules shall govern the submission of Applications to the Authority, application and administrative fees, consideration of matters to be brought to the attention of the Authority relating to the authorization, issuance and sale of its Bonds, the adoption of Financing Documents, reports to be submitted to the Authority, and such other matters as are contained herein.

**Section 1.2 Scope.** These Rules are supplementary to the Authority's Bylaws and the Act. In the event of any conflict between the Authority's Bylaws, the Act and these Rules, the provisions of the Bylaws and the Act shall prevail.

ARTICLE II

DEFINITIONS

**Section 2.1 Definitions.** As used in these Rules and Procedures, the following terms shall have the meaning as set forth herein, unless the context clearly requires otherwise:

"Act" shall mean the Virginia Industrial Development and Revenue Bond Act, Chapter 33, Title 15.2, Code of Virginia of 1950, as amended.

"Applicant" shall mean any individual, person, firm, corporation, partnership or other entity applying for private activity bond financing, or for whose benefit the Authority has issued its Bonds, or who requests the Authority to take any action.

"Application" shall mean the Authority's application for private activity bond financing as in effect from time to time.

"Authority" shall mean the Industrial Development Authority of the County of Prince William, a political subdivision of the Commonwealth of Virginia.

"Bonds" shall mean any notes, bonds and other obligations authorized to be issued by the Authority pursuant to the Act.

"Code" shall mean the Code of Virginia of 1950, as amended.

"Environmental Liability" shall mean any and all obligations to pay any judgment or settlement, the cost of complying with any settlement, judgment or order for injunctive or other equitable relief, the cost of compliance, cleanup, remediation, response or other corrective action in response to federal, state or local law or regulation relating to pollution or protection of human health or the environment or any notice, demand or request from a governmental authority, the amount of any civil penalty or criminal

fine, and any court costs, attorney's fees, fees for witnesses and experts, the costs of investigation and preparation for defense of any claim or proceeding, regardless of whether such proceeding is threatened, pending or completed, that have been or may be asserted against or imposed upon the Authority as a result of:

- (a) Failure of the Applicant to comply at any time, in any material respect, with all environmental laws with respect to the Project;
- (b) Presence of any hazardous materials at or in any way affecting the Project at any time;
- (c) A release at any time of any hazardous materials at or in any way affecting the Project or in any way affecting any adjacent site or facility;
- (d) Identification of the Authority as a potentially responsible party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") or under any environmental law similar to CERCLA with respect to the Project;
- (e) Presence of any above-ground and/or underground storage tanks in any way affecting the Project or in any way affecting any adjacent site or facility; or
- (f) Any and all claims for injury or damage to persons or property arising out of exposure to hazardous materials originating at the Project or resulting from operation thereof or located at the Project or any adjoining property.

"Financing Documents" shall mean any resolutions, instruments, documents, papers, elections, certificates or financing statements required to be adopted or authorized, executed and delivered by the Authority in connection with the authorization, issuance and sale of its Bonds.

"IRC" shall mean the Internal Revenue Code of 1986, as amended.

"Project" shall mean any land, improvements, machinery, equipment or property financed by the issuance and sale of the Authority's Bonds.

"Rules" shall mean these Rules and Procedures of the Authority, as may be in effect from time to time.

## ARTICLE III

### GENERAL

**Section 3.1 Copies to be Provided Applicants.** A copy of these Rules and Procedures shall be furnished by the Authority's Secretary to each prospective Applicant.

**Section 3.2 Compliance with Rules and Procedures.** Each Applicant shall comply with these Rules and Procedures in the submission of its Application or any Financing Documents to the Authority and in requesting that the Authority take any action, including the adoption of Financing Documents. Failure to comply with these Rules and Procedures shall constitute sufficient reason for the Authority to refuse to consider any Application, Financing Documents or any other matter to be brought before the Authority by or on behalf of any Applicant.

**Section 3.3 Amendments.** These Rules and Procedures may be changed from time to time by the Authority by the vote of a majority of its Directors present at any meeting of the Authority, provided notice of such change shall have been given to each Director before such meeting. These Rules and

Procedures may, notwithstanding the foregoing, be amended without prior notice upon the affirmative vote of all Directors of the Authority.

### **Section 3.4 Preparation and Distribution of Agenda and Minutes.**

(a) A preliminary agenda for the Authority's regular meeting shall be prepared and distributed by the Authority's Secretary no later than five (5) days before the Authority's regularly scheduled meeting date. In the case of special meetings of the Authority, the agenda shall be included in the call issued for such meeting. When action is to be taken with reference to a Project or the issuance of Bonds, the agenda shall contain a description of the type, nature and location of the project, the name of the Applicant and the nature of the action to be taken by the Authority. The agenda for regular meetings of the Authority shall state that it is a preliminary agenda subject to change at or before the Authority's meeting.

(b) A copy of the agenda for the Authority's meeting shall be sent by e-mail to the following: each officer and director of the Authority, the Prince William County Department of Economic Development, each applicant mentioned in the agenda, the Authority's Bond Counsel, where a bond financing is listed on the agenda, and to each person, firm or organization, which has submitted a written request to the Authority's Secretary that its name be placed on the mailing list for receiving the Authority's meetings' agendas, which request must include the name of the person, firm, or organization requesting the agenda. Each person, firm or organization submitting a written request to receive copies of the Authority's agenda must renew such request in writing every six months during the months of June and December for the next succeeding six-month period. The Authority's Secretary shall advise the requesting person or organization of this six-month renewal requirement in every communication with the requester. The Authority's Secretary shall automatically stop sending an agenda copy to any person, firm, or organization, which fails to comply with this six-month renewal requirement.

(c) Preliminary drafts of the Authority's meetings' minutes shall be sent within 14 days, unless exceptional circumstances arise, following a meeting, and shall be sent by e-mail to the Authority's Officers and Directors. The preliminary draft minutes shall be marked to indicate that they are subject to being corrected and revised at the Authority's next meeting. The minutes' approval date shall appear at the foot of the minutes' last page and shall, when approved, be signed by the Chairman and the Secretary of the Authority. Approved minutes' copies shall be sent to the Prince William County Department of Economic Development and the Authority's Bond Counsel.

## ARTICLE IV

### APPLICATION PROCEDURES, FEES AND REQUIREMENTS

**Section 4.1 Applications.** Each Applicant shall submit a fully and accurately completed Application to each Director of the Authority, the Authority's Secretary and its Bond Counsel at least thirty (30) days before the Authority's meeting at which the Application is to be considered. Upon approval by the Authority of any Application, which is to be forwarded to the Board of County Supervisors of Prince William County, the Applicant shall furnish the Authority's Secretary sufficient copies of the Application for the Board of County Supervisors. Each Application shall include all requested exhibits. In the event all requested exhibits are not available or are not to be made part of the public record, a statement of explanation will be attached to the Application. The Authority recommends that each Applicant seek the advice of the Authority's Secretary or its Bond Counsel respecting completion of the Application before submitting it to the Authority.

**Section 4.2 Application Fees.**

(a) The Authority charges an application fee based upon the requested amount of Bonds to be issued by the Authority in accordance with the following:

Amount of Issue	Fee
\$0 to \$4,999,999	\$ 500.00
\$5,000,000 to \$9,999,999	\$ 1,000.00
\$10,000,000 to \$19,999,999	\$ 1,500.00
\$20,000,000 and higher	\$ 2,000.00

The Application Fee shall be paid to the Authority before the initial publication of the public hearing notice required by Section 4.7 hereof.

(b) Section 4.7 requires the Authority to publish notices in newspapers of general circulation in Prince William County, Virginia with respect to each Application. The Applicant shall arrange and pay for all required Section 4.7 publications. The Authority’s Bond Counsel shall supervise this process.

(c) Application and publication fees, upon acceptance by the Authority, are non-refundable. No interest shall be paid on such fees held by the Authority. If a proposed issue of Bonds is increased to an amount requiring payment of a greater application fee, the difference shall be paid to the Authority before such increase is authorized by the Authority.

**Section 4.3 Administrative Fees.**

(a) The Authority charges an annual administrative fee for all projects financed by the Authority. The administrative fee is initially payable in advance at closing, and thereafter is payable annually and due on the anniversary date of the issuance of the Bonds at the rate of 1/8 of 1% of the outstanding principal amount of the Bonds on such anniversary date. Bonds issued prior to the Effective Date herein shall retain the administrative fee established at the time of their respective closing.

The 1/8 of 1% administrative fee shall be payable on all Bonds issued by the Authority after the Effective Date of this provision. The Effective Date of this provision is April 4, 2016.

(b) The Authority requires reimbursement of its costs and expenses incurred in connection with the issuance and sale of its Bonds and by virtue of its Bonds being outstanding. (See Section 5.2). The Authority may charge an Applicant an amount sufficient to reimburse the Authority's expenses in connection with any meeting held or other action taken with respect to such Applicant, regardless of whether any Bonds are outstanding or eventually issued on behalf of such Applicant. Such reimbursement will be charged in addition to any other fees payable hereunder.

**Section 4.4 Transcripts of Proceedings.** Bond Counsel shall generate a binder or electronic record of all closing documents and forward this transcript to the Authority’s Secretary for retention in the Authority’s records. Among other things, the transcript should contain: (1) a copy of the Virginia Code Section 15.2-4904F report, which the Bond Counsel has sent to (a) the U.S. Internal Revenue Service (“IRS”), (b) the Prince William Board of County Supervisors (or the governing body of any other locality where the bond - financed project is located), and (c) the Virginia Department of Small Business and Supplier Diversity and (2) a copy of the IRS Form 8038, which the Bond Counsel has sent to the IRS.

**Section 4.5 Bond Validation Proceedings.** The Authority may require that, before issuance, its Bonds be validated by the Circuit Court of Prince William County, Virginia. The costs, expenses and

fees incurred in connection with any bond validation proceeding required by the Authority, including attorneys' fees, shall be paid by the Applicant.

**Section 4.6 Additional Information Required of Applicants.**

(a) The Authority may adopt an inducement resolution conditioned upon the subsequent furnishing of certain information satisfactory to the Authority. All required information shall be promptly furnished to the Authority and failure of any Applicant to furnish such information shall constitute a ground for rescission of any inducement resolution adopted pursuant to such conditions.

(b) The Authority may, at its option, require the furnishing of appraisals, evaluations or reports respecting the Project or any portion thereof. The Authority may retain advisors and consultants to advise it regarding any Project or other action which it is requested to undertake by any Applicant. All costs, fees and expenses of such appraisals, reports, consultants and advisors incurred by the Authority, after prior notification to the Applicant, shall be paid by the Applicant.

(c) Since the Authority usually acts based upon information furnished to it solely by the Applicant, the Authority reserves the right to require at any time the furnishing of additional information concerning the Applicant, its financial statements, and any other information deemed relevant by the Authority. In instances where the Applicant has undergone changes in form or management or where the security to be given for payment of the Bonds has changed, the Applicant shall report such changes promptly to the Authority.

**Section 4.7 Notice of Public Hearing.** The Authority shall publish a notice of public hearing with respect to each Application, for which the Virginia Code requires a public hearing, once a week for two successive weeks in newspapers having general circulation in Prince William County, Virginia. The notice shall be in a form approved by the Authority's Bond Counsel. The second publication shall be not less than six nor more than twenty-one days before the Authority's meeting at which the Application is to be considered. The Authority shall publish such additional notice(s) and hold such additional public hearings with respect to each Application as may be required by law or recommended by the Bond Counsel to the Authority.

The preliminary minutes of each meeting of the Authority, at which a public hearing is held, shall contain a summary of the statements of each person speaking with respect to an Application. Such preliminary minutes shall be available for inspection in the office of the Authority's Secretary. A preliminary summary of each public hearing's speaker's statement shall be sent via e-mail to each Authority Director, the Bond Counsel, and, upon request, to the speaker. If requested, such preliminary summaries will be forwarded to the Prince William Board of County Supervisors. Final summaries, as approved by the Authority's Directors, shall be retained by the Secretary.

**Section 4.8 Projects Outside Prince William County.** Before adopting any resolution agreeing to finance a Project located outside Prince William County, the Authority may, but is not required to, request the Applicant to provide a certified copy of a resolution adopted by the governing body of the county, city or town in which the Project is proposed to be located and reciting that such local governing body approves the proposed financing of the Project by the Authority. Following the adoption of an inducement resolution for such Project, the Applicant shall furnish to the Authority a certified copy of a resolution duly adopted by such local governing body stating that such local governing body concurs with the inducement resolution adopted by the Authority.

The Authority may also require additional evidence concerning the impact or effect of the Project on the area where it will be located, whether the Project has received appropriate local approvals or permits, and whether the Project is acceptable to the inhabitants where it will be located.

**Section 4.9 Late Payment Charges.** In the event any payment, required to be paid by the Applicant or any other person, is received by the Authority after the due date thereof, the Authority shall charge a late payment fee equal to 10% of such overdue amount and interest on such overdue payment from the due date thereof until paid at the rate of 1-1/2% per month. The Authority shall further be entitled to receive from each Applicant or any other person required to make payments to the Authority all costs, fees and expenses, including attorney's fees, incurred by the Authority in connection with the collection of such amounts.

**Section 4.10 Modification Fee; Transaction Fee.**

(a) The Authority may, in its discretion, require payment of a modification fee by any Applicant requesting the Authority to approve any modification or amendment to its Bonds or the applicable Financing Documents. Such modification fee shall be in an amount to be determined by the Authority to assure payment of all or a portion of the remaining installments of the administrative fee as described in Section 4.3. Payment of the modification fee shall be applied as a credit against payments due with respect to such administrative fee. The modification fee shall be due and payable on or before the date of execution and delivery of the modification or amendment.

(b) The Authority may, in its discretion, charge a transaction fee to any Applicant requesting the Authority to take any action, regardless of whether the Authority has Bonds outstanding, for the benefit of the Applicant. The transaction fee will be in addition to any other fees required hereunder.

ARTICLE V

PROVISIONS TO BE INCORPORATED INTO RESOLUTIONS  
AND FINANCING DOCUMENTS

**Section 5.1 Inducement Resolutions.** Each inducement resolution adopted by the Authority shall provide that it shall continue in full force and effect until the next regular meeting of the Authority following the date which is two years after the date of adoption of such resolution, unless specifically extended by the Authority.

**Section 5.2 Payment of Authority Expenses.** The Financing Documents adopted by the Authority for the benefit of any Applicant shall provide that the Applicant agrees to pay all costs, fees and expenses incurred by the Authority (including attorney's fees) in connection with:

- (a) the authorization, issuance and sale of the Authority's Bonds;
- (b) the ownership, occupation, operation or use of the Project being financed, whether owned by the Authority or the Applicant;
- (c) prepayment or redemption of the Authority's Bonds;
- (d) administrative costs and expenses of the Authority, including the fees of attorneys, accountants, engineers, appraisers or consultants, paid or incurred by the Authority by reason of the Bonds being outstanding or pursuant to requirements of the Financing Documents; and
- (e) Such other fees and expenses of the Authority, not directly related to the Project being financed for the Applicant, but attributable to the Authority's financing of Projects, including without limitation, a share of costs of the Authority's annual audit as required by Code Section 15.2 – 4904F determined as follows:

(1) All costs and fees relating to the annual audit and directly attributable to a particular Applicant or Project, shall be charged to such Applicant; and

(2) Any costs and fees of such audit not directly attributable to any Applicant or Project shall be allocated among all Applicants having Bonds outstanding, pro rata, as the amount of Bonds originally issued for such Applicant bears to the total face amount of Bonds issued by the Authority of which any portion of any issue remains outstanding and unpaid.

**Section 5.3 Indemnification of the Authority.** Each Applicant shall agree to indemnify and save harmless the Authority and its officers, directors, employees and agents (hereinafter the "Indemnitees") from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses (hereinafter referred to as "Damages"), including without limitation:

(a) all amounts paid in settlement of any litigation commenced or threatened against the Indemnitees, if such settlement is effected with the written consent of the Applicant;

(b) all expenses reasonably incurred in the preparation for or defense of any litigation, proceeding or investigation of any nature whatsoever, commenced or threatened against the Applicant, the Project or any of the Indemnitees;

(c) any judgments, penalties, fines, damages, assessments, indemnities or contributions; and

(d) the reasonable fees of attorneys, auditors and consultants; provided that the Damages arise out of:

(i) failure by the Applicant, or its officers, employees or agents, to comply with the terms of the Financing Documents and any agreements, covenants, obligations, or prohibitions set forth therein;

(ii) any action, suit, claim or demand contesting or affecting the title of the Project;

(iii) any breach of any representation or warranty set forth in the Financing Documents or any certificate delivered pursuant thereto, and any claim that any representation or warranty of the Applicant contains or contained any untrue or misleading statement of fact or omits or omitted to state any material facts necessary to make the statements made therein not misleading in light of the circumstances under which they were made;

(iv) any action, suit, claim, proceeding or investigation of a judicial, legislative, administrative or regulatory nature arising from or in connection with the construction, acquisition, ownership, operation, occupation or use of the Project or receipt of rent therefrom;

(v) any suit, action, administrative proceeding, enforcement action, or governmental or private action of any kind whatsoever commenced against the Applicant, the Project or any of the Indemnitees which might adversely affect the validity or enforceability of the Bonds, the Financing Documents, or the performance by the Applicant or any Indemnitee of any of their respective obligations thereunder; or

(vi) any Environmental Liability.

**Section 5.4 Bond Counsel Opinion Required.** Before issuing and delivering any of its Bonds, the Authority shall receive an unqualified approving opinion of recognized bond counsel, who is licensed to practice law in Virginia and has been approved by the Authority, stating, among other things, that the Bonds have been duly authorized, executed, issued and delivered, that the interest thereon is exempt from Federal income taxation under IRC Section 103 (or other applicable provision of law) and taxation by the

Commonwealth of Virginia (unless the Bonds are being issued as taxable Bonds), and that the Bonds are exempt from registration requirements under applicable state and federal securities laws.

**Section 5.5 Covenants to Preserve Tax Exempt Status of Bonds.** All Financing Documents presented for approval by the Authority shall contain appropriate covenants of the Applicant designed to ensure compliance with the requirements of IRC Section 103 to preserve the tax-exempt status of interest on the Bonds, including without limitation, "arbitrage" requirements, capital expenditure limitations and reporting requirements (unless the Bonds are being issued as taxable Bonds).

**Section 5.6 Payment in Lieu of Taxes.** In the event title to the Project is held by any person or entity not subject to real or personal property taxes, the Applicant and any user of the Project, unless specifically exempted by the Authority, shall enter into an agreement to pay all taxes, levies, assessments, charges or other impositions which may be levied by any taxing authority on the Project as if such Applicant or user held title to the Project or any portion thereof.

**Section 5.7 Additional Covenants.** The Financing Documents, to be entered into in connection with any Applicant, shall contain such covenants and provisions as the Authority or its Bond Counsel may request, including such provisions as the Authority or its Bond Counsel may deem necessary to evidence compliance with all local, state and federal environmental laws and to protect and hold harmless the Authority against any and all Environmental Liabilities arising from the project.

## ARTICLE VI

### REPORTS

**Section 6.1 Status Reports** The Bond Counsel will monitor all bond transactions and will periodically provide status reports to the Secretary.

**Section 6.2 Reports by Authority Chairman, Directors, etc.** At each regular meeting of the Authority, the Chairman, each Director, the Secretary-Treasurer and the Authority's Bond Counsel shall report any action taken on behalf of the Authority since the last regular meeting, including receipt of reports required under Sections 4.6, 6.1 and 6.2 No later than November 1 of each year, the Chairman of the Authority shall report in writing to the Authority on the status, as of the end of the Authority's fiscal year, of each active and outstanding inducement resolution of the Authority and the status of each issue of the Authority's Bonds.

## ARTICLE VII

### ENFORCEMENT

**Section 7.1 Enforcement of Provisions.** The Authority may refuse to consider or adopt any inducement resolutions, Financing Documents or any other matters presented for its consideration if the Applicant has failed to comply with the requirements of these Rules.

**Section 7.2 Repeal of Actions Previously Taken.** The Authority may rescind or repeal any inducement resolution previously adopted by it or any other action taken by the Authority because of failure of the Applicant to comply with the provisions of these Rules or because of substantial changes in the management, ownership, Project plan or financial circumstances of the Applicant; provided, however, no inducement resolution or action taken by the Authority shall be repealed or rescinded unless prior written notice of such proposed action shall have been mailed to the Applicant at least three weeks before the date upon which such action is proposed to be taken. Notwithstanding the foregoing, no such action shall be taken by the Authority which will impair or adversely affect the interests of the holders of the Authority's Bonds.



## ARTICLE VIII

### STATEMENTS OF POLICY

**Section 8.1 Construction, Operation and Effect of Rules.** These Rules are intended as guidelines to promote and ensure the orderly and consistent consideration of Applications, Financing Documents and other matters brought before the Authority. For good cause, application of these Rules may be modified and waived on a case-by-case basis upon the consent of the Authority. It is, however, the policy of the Authority that each Applicant comply fully and completely with these Rules, and failure to comply with these Rules may constitute grounds for refusal by the Authority to take any action requested.

Approval of Inducement Resolution Not to Constitute an Endorsement of Applicant. The purpose of the Authority, as set forth in the Act, is to promote industry and develop trade by inducing manufacturing, industrial, governmental, nonprofit and commercial enterprises to locate in or remain in the Commonwealth of Virginia and Prince William County. Pursuant to the Act, the Authority's powers shall be exercised for the benefit of the citizens of the Commonwealth of Virginia and Prince William County through the promotion of their safety, health, welfare, convenience and prosperity. Accordingly, the Authority's decision to adopt an inducement resolution or take other action will be based largely upon these factors. Further, the Act prohibits the Authority from operating any enterprise or Project. Since the Authority is a conduit for providing tax exempt financing to promote the commerce and industry of the Commonwealth of Virginia and Prince William County, and given the express prohibition against operating enterprises or Projects, the Authority believes it is improper for it to inquire into matters relating to the business judgment of the management of any Applicant not relevant to the foregoing factors. The Authority may, however, examine the business decisions and other aspects of management of the Applicant should it deem such matters relevant to the authorization, issuance and sale of its Bonds.

In view of the foregoing limitations, the adoption of an inducement resolution or any other action taken by the Authority is not to be used by any Applicant in any manner whatsoever as an endorsement or approval of the Applicant, its policies or its management.

**Section 8.2 Security for Payment of Bonds.** The Authority will require a showing that any issue of its Bonds is fully and adequately secured. If the Bonds are secured by a lien upon or security interest in the Project financed with the proceeds of such Bonds, the Authority may require an appraisal of the Project showing that it is valued in an amount sufficient to pay the outstanding principal amount of the Bonds issued to finance such Project.

**Section 8.3 Compliance with Rules.** These Rules were adopted by the Authority to assist in the orderly and expeditious conduct of its business. As stated in Section 3.2, the Authority has reserved the right to require that any Applicant strictly conform to the requirements of the Rules. Among other things, the Rules require that each Applicant inform the Authority of any new developments or material changes in information which has been submitted to the Authority, either orally or in writing. Matters concerning the structure of the financing, the prospective purchasers of the Bonds and the security for payment of the Bonds are items of particular interest to the Authority; however, the Authority expects to be kept informed of all material changes to information submitted to it.

By submitting an Application to the Authority, the Applicant agrees to abide by these Rules. Thus, the burden is placed upon the Applicant to review and to comply with these Rules. The principal sanction which may be applied by the Authority against any Applicant for failure to comply with the Rules would be a refusal to take any action requested by the Applicant. Such a refusal might result in embarrassment to or considerable financial expenses on the part of the Applicant. To avoid such embarrassment or expense, the Authority urges each Applicant to keep the Authority fully informed of any new developments or material changes to information previously submitted to the Authority,

including in particular, changes in the contemplated financing structure or the proposed security for the Bonds. As noted above, the burden is upon the Applicant to convey this information to the Authority in a timely manner. What constitutes "timely" depends upon the circumstances of each case; however, each Applicant is urged to provide all information before considerable time and expense is incurred upon matters which may prove unacceptable to the Authority. Any such communications should be made directly to the Authority's officers, directors and Bond Counsel.

## ARTICLE IX

### OFFICIAL ELECTRONIC COMMUNICATIONS BY THE AUTHORITY OFFICERS AND DIRECTORS

**Section 9.1 Official E - mail Accounts.** This Article applies only to the Authority's Official E - Mail Accounts, as defined in Section 9.2 *infra*. It does not apply to personal communications, including personal e - mail accounts, of the Officer and Directors. These personal communications are the separate property of each individual Officer and Director and not the property of the Authority.

**Section 9.2 Establishment of Official E - mail Accounts.** The Authority shall establish official e - mail accounts for (1) the general Authority inbox, (2) the Chairman and (3) the Secretary/Treasurer (hereafter the "Official E - Mail Accounts"), which shall be used only for official Authority business ("Official E - Mails"). The Secretary shall manage and be responsible for complying with this Article IX as to the general Authority inbox. Any currently serving Director may request a copy of any Official E - Mail, which has a "Date" during the Director's term in office. Such copy shall be promptly provided. When a Director ceases to be the Chairman or the Secretary/Treasurer, that Director shall take all necessary actions to transfer the Official E - Mail Account to his or her successor.

**Section 9.3 Official E - Mails are the Authority's Property** All official communications received by or sent from the Official E - Mail Accounts are the Authority's property. However, the Official E - Mail Account Holders, i.e. the Chairman, and the Secretary/Treasurer, shall share the Official E - Mails with other Directors, in accordance with Section 9.2, and may share, as necessary, the Official E - Mails with any person providing services to the Authority. Any other Official E - Mails' release must be approved by a majority of the Directors present at a duly constituted Authority meeting where a quorum exists. Any release or disclosure of these Official E - Mails shall be subject to the Virginia Freedom of Information Act, Virginia Code Section 2.2-3700 *et. seq.* and shall be prohibited where such release or disclosure is barred by any federal or state privacy law or by any contractual agreement.

**Section 9.4 Secretary and Treasurer.** For purposes of this Article IX, where the Secretary and Treasurer are not the same person, a separate e-mail account shall be established for each officer, and all references to Secretary/Treasurer shall be interpreted as Secretary and Treasurer.