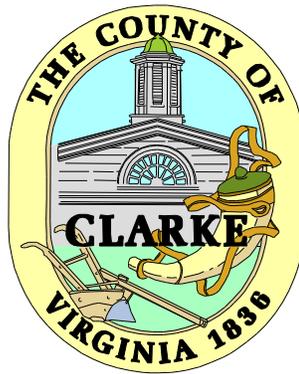


Clarke County Board of Supervisors



Regular Meeting Packet

November 3, 2016



Clarke County Board of Supervisors Regular Meeting Agenda

Main Meeting Room Berryville / Clarke County Government Center
101 Chalmers Court, 2nd Floor, Berryville, Virginia

Item	November 3, 2016	Packet Page
Afternoon Session 1:00 PM		
1. Call To Order		4
2. Adoption Of Agenda		5
3. Citizen's Comment Period		6
4. VDOT Update		7
5. Christ Church Sewer Extension Request Review		8
6. ComCast Franchise Agreement. Action: Authorize franchise agreement.		11
7. Report on Delinquent Tax Collection. Action: Review only no Board action required.		46
8. VACo Voting Credentials 2016. Action: Select Voting Delegate and Alternate for the VACo 2016 Annual Meeting.		47
9. 2017 Legislative Priorities		50
A. Review and Direction		
B. Discuss Potential Meeting Dates, Set Date to Meet with Local Legislators		
10. Telecommunication Study Review and Discuss Potential Meeting Dates		64
11. Consent Agenda. Action: Approve the following items:		65
– Authorize BoS Chair to Execute Documents for Application for Donation – Idlewild River Farm, LLC – Tim Martin		66
– Authorize BoS Chair to Execute Documents for Application for Donation – Peter Cook, Oakland Orchard, L.P.		68
12. Board of Supervisors Finance Items for Regular Session		72
1. Fund Balance Designations. Action: Establish the FY 16 fund balance designations.		73
2. School Carryover Set Public Hearing. Action: Set Public Hearing December 20, 2016 at 6:30 pm or as soon thereafter as the matter may be heard. "Be it resolved that the FY 17 School Capital Projects fund budgeted expenditure and appropriation be increased \$878, 708, and the General Fund designation for school carryover be decreased in the same amount, all for the purpose of funding certain School capital improvements."		74
3. Conservation Easement Purchases Set Public Hearing. Action: Set Public Hearing December 20, 2016 at 6:30 pm or as soon thereafter as the matter may be heard.		
a. "Be it resolved that FY 17 budgeted expenditure and appropriation be increased \$70,500, that State and Federal revenue of \$56,750 be recognized, and that the General Fund balance designation for Conservation Easement purchases be decreased \$13,750, all for the purpose of purchasing the Susan Digges easement."		75
b. "Be it resolved that FY 17 budgeted expenditure and appropriation be increased \$111,375, that State and Federal revenue of \$90,812 be recognized, and that the General Fund		75

Note: The order in which Agenda items are considered may be changed to assure that public hearings are started as close as possible to the scheduled time Page 1 of 2

10/27/2016 3:32 PM



Clarke County Board of Supervisors Regular Meeting Agenda

Main Meeting Room Berryville / Clarke County Government Center
101 Chalmers Court, 2nd Floor, Berryville, Virginia

Item	November 3, 2016	Packet Page
	<i>balance designation for Conservation Easement purchases be decreased \$20,563, all for the purpose of purchasing the Digges Farm LLC easement."</i>	
c.	<i>"Be it resolved that FY 17 budgeted expenditure and appropriation be increased \$317,100, that State and Federal revenue of \$311,262 be recognized, and that the General Fund balance designation for Conservation Easement purchases be decreased \$5,838, all for the purpose of purchasing the Cool Spring Farm easement."</i>	77
4.	Bills and Claims – Invoice History Report. Action: Report will be made available at or before the regular meeting.	72
13.	Joint Administrative Services Board Update by Tom Judge	80
14.	Government Projects Update	86
15.	Miscellaneous	87
16.	Summary Of Required Action	88
17.	Board Member Committee Status Reports	89
18.	Closed Session [as necessary]	90
19.	Adjournment	91
<hr/> No Evening Session <hr/>		
	Reports in November Packet:	92
1.	Handley Regional Library	93
2.	Virginia World War I And World War II Commemoration Commission Special Tribute Program Planned For December 8 at UR' s Robins Center	99

Note: The order in which Agenda items are considered may be changed to assure that public hearings are started as close as possible to the scheduled time

Clarke County Board of Supervisors

Call to Order

Clarke County Board of Supervisors

Adoption of Agenda

Clarke County Board of Supervisors

Citizen Comment Period

Clarke County Board of Supervisors

VDOT



Clarke County Planning Department
101 Chalmers Court, Suite B
Berryville, Virginia 22611
(540) 955-5132

TO: Board of Supervisors

FROM: Brandon Stidham, Planning Director

RE: Christ Church Sewer Extension Request – Planning Department analysis

DATE: October 27, 2016

In response to the issue of extending the Millwood Sewer District to enable public sewer connection for Christ Church, the Planning Department offers the following comments.

Zoning Ordinance

In order to serve the Christ Church property located at 809 Bishop Meade Road (Tax Map #30A-A-93), the Millwood Sewer District would have to be extended to include one additional parcel – the Robbins property located at 90 Linden Lane (Tax Map #30A-A-87).

Both properties are zoned Rural Residential (RR). The Christ Church property is 3.5 acres in size and the Robbins property is 5.0 acres in size. The County’s sliding-scale zoning system does not apply to RR District properties – instead, residential development is based upon minimum lot size. For parcels that are not located in a Sewer Service Area, the minimum lot size is one acre. For parcels in a Sewer Service Area, the minimum lot size is 30,000 square feet.

The Robbins property currently contains one residence and could be potentially subdivided into a maximum of five one-acre lots if required building envelopes, wells, and on-site septic systems could be accommodated on each lot. If the Sewer Service Area is extended, the Robbins property could be potentially subdivided into a maximum of seven 30,000 square foot lots assuming building envelopes can be accommodated. Building setbacks are the same for one acre lots and 30,000 square foot lots. So to summarize, extending the Sewer District to the Robbins property would increase its potential development capacity by two lots.

Comprehensive Plan

In evaluating the requested Sewer District extension’s degree of conformance with the County’s Comprehensive Plan, Staff identified four specific provisions that directly and indirectly address this matter.

The Comprehensive Plan emphasizes the overarching land use goal of focusing growth in designated areas where public infrastructure can be provided readily and economically. These areas include the incorporated Towns and the two business intersection areas at Waterloo and Double Tollgate. They also include, to a lesser extent, the unincorporated villages which include Millwood. From the Summary Statement of Purpose:

- *Land use decision-making shall emphasize directed, controlled growth on a rural, small-town scale in designated areas where public infrastructure can be efficiently provided. These areas include the Towns of Berryville and Boyce as well as other villages and business intersections described in this Plan and its Implementing Component Plans. (Summary Statement of Purpose)*

Likewise, the Plan also includes language to prevent the extension of public infrastructure into the County’s agricultural areas and properties under conservation easement. These areas would be properties zoned AOC and FOC and located outside of the incorporated towns and unincorporated villages. The following two references are from the Plan’s Objective 1 (Agriculture) and Objective 11 (Capital Improvement Planning and Fiscal Responsibility):

- *With the exception of telecommunication and high-speed internet facilities, discourage extension of public utilities and other growth-inducing public facilities into agricultural areas and land under permanent conservation easement. (Objective 1, Agriculture/Policy #9)*
- *Prohibit the extension of capital improvements into areas not designated for growth in the Comprehensive Plan that would be subjected to increased development pressures by such extensions. Such improvements would include public water, public sewer, schools, public facilities but would not include passive recreational resources and high-speed internet facilities. (Objective 11, Capital Improvement Planning and Fiscal Responsibility/Policy #3)*

The Plan also discusses the need for further detailed planning and policy development for the unincorporated villages in the form of a Village component plan:

- *Objective 8 recommends the creation of a Village Plan for the established villages of Millwood, Pine Grove, and White Post. The County currently does not designate these villages as designated growth areas despite the fact that they each possess a concentration of residential and commercial uses. Furthermore, Millwood and White Post both have public water and/or sewer services. The primary purpose will be to provide strategies to help address future land use requests and infrastructure needs while simultaneously ensuring that the villages’ character is maintained and unintended, unplanned growth does not occur in the future. (New Proposed Implementing Component Plans, Chapter III)*

Creation of a Village Plan is on the Planning Commission’s long-range work plan but has not commenced. Staff notes that the primary purpose of the Village Plan will be to create new guidance for land use decision-making in an effort to avoid “unplanned growth.” Since the Sewer District extension could potentially result in a maximum of two additional lots – and only under ideal circumstances for development – Staff does not believe the absence of a Village Plan should impact the evaluation of this request.

Conclusion

Given the very limited potential for increased development and absent specific Comprehensive Plan guidance to the contrary, Staff has identified no planning or zoning concerns with the request to extend the Sewer District to serve the Christ Church and Robbins properties. We yield to the Sanitary Authority and their staff to provide specific recommendations on public sewer capacity and cost of infrastructure.

If you have any questions or concerns in advance of the meeting, please do not hesitate to contact me.

**CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN COMCAST and
CLARKE COUNTY, VIRGINIA**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between Clarke County, a political subdivision of the Commonwealth of Virginia (hereinafter, “County”) and Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC (hereinafter, “Grantee”).

The County, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Code of Virginia, Article 1.2, § 15.2-2108.19, and the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”), unless otherwise defined herein.

1.1 “Access Channel” means a video Channel, which Grantee shall make available to the County without charge for non-commercial public, educational, or governmental access use for the transmission of video programming as directed by the County.

1.2 “Act” means the Communications Act of 1934.

1.3 “Affiliate”, in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.4 “Basic service tier” means the service tier that includes (i) the retransmission of local television broadcast channels and (ii) public, educational, and governmental access channels required to be carried on the basic tier.

1.5 “Cable Operator” means any Person or group of Persons that (A) provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or (B) otherwise controls or is responsible for, through any arrangement, the management and operation of a Cable System.

1.6 “Cable Service” means the one-way transmission to Subscribers of (i) video programming or (ii) other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.7 “Cable System” or “System” means any facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service that includes video programming and that is provided to multiple Subscribers within a community, except that such definition shall not include (i) a system that serves fewer than 20 Subscribers; (ii) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (iii) a facility that serves only Subscribers without using any public right-of-way; (iv) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, 47 USC § 201 et seq., except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (v) any facilities of any electric utility used solely for operating its electric systems; (vi) or any portion of a System that serves fewer than 50 Subscribers in any locality, where such portion is part of a larger System franchised in an adjacent locality; or (vii) an open video system that complies with § 653 of Title VI of the Communications Act of 1934, as amended, 47 U.S.C. § 573.

1.8 “Channel” shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.9 “Communications Act” means the Communications Act of 1934, as amended.

1.10 “Control” means the ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of corporate affairs.

1.11 “County” means Clarke County, as organized and existing under the laws of the Commonwealth of Virginia, and the area within its territorial limits.

1.12 “Educational Access Channel” means an Access Channel available for the use of the Clarke County Public Schools.

1.13 “Effective Date” means June 30, 2015.

Comment [A1]: Revise.

1.14 “FCC” means the Federal Communications Commission or successor governmental entity thereto.

1.15 “Force majeure” means an event or events reasonably beyond the ability of Grantee to anticipate and control. "Force majeure" includes, but is not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes, environmental restrictions, governmental actions and restrictions, work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which Grantee’s facilities are attached or to be attached or conduits in which Grantee's facilities are located or to be located, and unavailability of materials or qualified labor to perform the work necessary.

1.16 “Franchise” means the initial authorization, or renewal thereof, issued by the County, whether such authorization is designated as a franchise, agreement, permit, license,

resolution, contract, certificate, ordinance, resolution or otherwise, which authorizes the construction and operation of the Cable System.

1.17 “Franchise Agreement” or “Agreement” means this Cable Franchise Agreement and any amendments or modifications hereto.

1.18 “Franchise Area” means the present legal boundaries of the County as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.19 “Government Channel” means an Access Channel dedicated to carriage of programming related to the government of Clarke County, the County, and any other municipality located within Clarke County.

1.20 “Grantee” means Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC.

1.21 “Gross Revenue” means all amounts which are received by Grantee from the operation of the Cable System to provide Cable Service in the Franchise Area. The Grantee shall maintain its books in accordance with generally accepted accounting principles (“GAAP”). Gross Revenue shall include, without limitation, the following:

1.21.1 Any revenue received from Subscribers, including but not limited to revenue for basic service, expanded basic service, other tier services, additional outlets, and pay-per-view service, or for the distribution of any other Cable Service, as defined by federal law, over the System;

1.21.2 Revenue received from Subscribers for installation, change in service and reconnection charges and similar fees, attributable to the provision of Cable Service;

1.21.3 Revenue received from Subscribers for converters, remote controls or other equipment leased or rented to Subscribers in connection with the delivery of Cable Services to such Subscribers;

1.21.4 Revenue received from Subscribers for service charges and late fees related to delinquent accounts, as attributable to the provision of Cable Service;

1.21.5 Revenue received from third parties, including advertising revenue, home shopping commissions, leased access payments (except as limited herein). In computing Gross Revenue from sources other than Grantee’s Subscribers, including without limitation, revenue derived from the sale of advertising, home shopping services, guide sales, the lease of channel capacity on its Cable System, or any other such revenues derived from the operation of the Cable System to provide Cable Service, the amount of such revenues attributable or allocated to Grantee shall be in accordance with GAAP.

1.21.6 Fees collected from Subscribers for the payment of cable franchise fees to be paid to the County; such cable franchise fees shall not be deemed to be taxes and are not deducted from the total gross revenue figure on which Franchise fees are paid.

Provided, however, that Gross Revenue shall not include: (i) refunds or rebates made to Subscribers or other third parties; (ii) any revenue which is received from the sale of merchandise over home shopping channels carried on the Cable System, but not including revenue received from home shopping channels for the use of the Cable Service to sell merchandise; (iii) any tax, fee, or charge collected by the Cable Operator and remitted to a governmental entity or its agent or designee, including without limitation a local public access or education group; (iv) program launch fees; (v) directory or advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; (vi) a sale of Cable Service for resale or for use as a component part of or for the integration into Cable Services to be resold in the ordinary course of business, when the reseller is required to pay or collect franchise fees or similar fees on the resale of the Cable Service; (vii) revenues received by any Affiliate or any other person in exchange for supplying goods or services used by the Cable Operator to provide Cable Service; and (viii) revenue derived from services classified as non-Cable Services under federal law, including, without limitation, revenue derived from Telecommunications Services and Information Services, and any other revenues attributed by the Cable Operator to non-Cable Services in accordance with rules, regulations, standards, or orders of the Federal Communications Commission.

1.22 “Information Services” shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20).

1.23 “Institutional Network” or “I-Net” means the fiber optic cable and related facilities constructed for Clarke County by Adelpia Cable LLC, the Grantee’s predecessor-in-interest, and any additional such facilities constructed at the County’s direction.

1.24 “Internet Access” means dial-up or broadband access service that enables Subscribers to access the Internet.

1.25 “Non-Cable Services” means any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services, Internet Access, and Telecommunications Services.

1.26 “Normal Business Hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal businesses hours” must include some evening hours at least one night per week and/or some weekend hours.

1.27 “Normal Operating Conditions” means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. *See* 47 C.F.R. § 76.309(c)(4)(ii).

1.28 “PEG” means public, educational, and governmental.

1.29 “Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the County.

1.30 “Public Rights-of-Way” means the surface, the air space above the surface, and the area below the surface of any public street, road, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, parkway, waterway, easement, or similar property in which the County now or hereafter holds any property interest, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining, a Cable System. No reference herein to the “Public Rights-of-Way” shall be deemed to be a representation or guarantee by the County that its interest or other right of control to use such property is sufficient to permit its use for such purposes, and the Grantee shall be deemed to gain only those rights to use as are properly in the County and as the County may have the undisputed right and power to give.

1.31 “Service Interruption” means the loss of picture or sound on one or more cable channels.

1.32 “Subscriber” means a Person who lawfully receives Cable Service delivered over the Cable System with Grantee’s express permission.

1.33 “Telecommunication Services” shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.34 “Title VI” means Title VI of the Communications Act.

1.35 “Transfer” means any transaction in which (i) an ownership or other interest in the Grantee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that majority control of the Grantee is transferred; or (ii) the rights and obligations held by the Grantee under the Franchise granted under this Franchise Agreement are transferred or assigned to another Person or group of Persons. However, notwithstanding clauses (i) and (ii) of the preceding sentence, a transfer of the Franchise shall not include (a) transfer of an ownership or other interest in the Grantee to the parent of the Grantee or to another Affiliate of the Grantee; (b) transfer of an interest in the Franchise granted under this Franchise Agreement or the rights held by the Grantee under the Franchise granted under this Franchise Agreement to the parent of the Grantee or to another Affiliate of the Grantee; (c) any action that is the result of a merger of the parent of the Grantee; (d) any action that is the result of a merger of another Affiliate of the Grantee; or (e) a transfer in trust, by mortgage, or by assignment of any rights, title, or interest of the Grantee in the Franchise or the System used to provide Cable Service in order to secure indebtedness.

1.36 “Video programming” means programming provided by, or generally considered comparable to, programming provided by a television broadcast station.

SECTION 2 - Grant of Authority

2.1 Grant. The County hereby grants to the Grantee under the Code of Virginia and the Cable Act a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Rights-of-Ways within the Franchise Area for the purpose of providing Cable Service, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Rights-of-Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2 Term of Franchise. The term of the Franchise granted hereunder shall be fifteen (15) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated.

2.3 Renewal. Any renewal of this Franchise shall be governed by and comply with Section 626 of the Cable Act, as amended.

2.4 Reservation of Authority. Nothing in this Franchise Agreement shall be construed as a waiver of any codes or ordinances of general applicability promulgated by the County.

2.5 Grant Not Exclusive. The Franchise and the right it grants to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the County reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this Franchise Agreement.

2.6 Police Powers. Nothing in the Franchise Agreement shall be construed to prohibit the reasonable, necessary and lawful exercise of the County's police powers. However, if the reasonable, necessary and lawful exercise of the County's police power results in any material alteration of the terms and conditions of this Franchise, then the parties shall modify this Franchise Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on the Grantee of the material alteration.

2.7 Competitive Equity. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; the Franchising Authority acknowledges and agrees that the franchise agreement shall be governed by §15.2-2108.26 of the Code of Virginia.

SECTION 3 - Construction and Maintenance of the Cable System

3.1 Permits and General Obligations. The Grantee shall be responsible for obtaining, at its own cost and expense, all generally applicable permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner

using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Rights-of-Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Rights-of-Way.

3.2 Conditions of Street Occupancy.

3.2.1 New Grades or Lines. If the grades or lines of any Public Rights-of-Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the County (which shall not be less than ten (10) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. However, to the extent any other users of the Public Rights-of-Way are compensated for the required relocation of the facilities, Grantee shall also be compensated in a similar fashion, to the extent any third party conditions governing the applicable funding allows for or does not preclude Grantee reimbursement.

3.2.2 Relocation at Request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the County to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.2.3 Restoration of Public Rights-of-Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Rights-of-Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Rights-of-Way to a condition reasonably comparable to the condition of the Public Rights-of-Way existing immediately prior to the disturbance.

3.2.4 Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations and applicable safety codes. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming.

3.2.6 Aerial and Underground Construction. At the time of any Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in the portion of the Franchise Area in which construction is being performed are underground, the Grantee shall place its Cable System's transmission and distribution facilities underground; provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7. Undergrounding and Beautification Projects. In the event all users of the Public Rights-of-Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. However, to the extent any other users of the Public Rights-of-Way are compensated for the required relocation of the facilities, Grantee shall also be compensated in a similar fashion, to the extent the applicable funding allows for or does not preclude franchisee reimbursement.

SECTION 4 - Service Obligations

4.1 General Service Obligation.

4.1.1 The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and is within one (1) mile as measured in strand footage from the nearest point on the Cable System trunk or feeder line from which a usable cable signal can be obtained. For purposes of this section, a home shall be counted as a "dwelling unit" if, and only if, such home is located within four hundred (400) feet of the public right of way. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within two hundred (200) feet of the Grantee's distribution cable at the standard installation rate. Should, through new construction, an area within the Franchise Area meet the density requirements, Franchisee shall provide Cable Service to such area within one (1) year after it confirms that the density requirements have been met following notice from the Franchising Authority that one or more residents has requested service.

4.1.2 The Grantee may impose an additional charge in excess of its regular installation charge, but not in excess of its actual cost which may include cost of material, labor, design and any necessary easements, for any service installation at a location that is more than two hundred (200) feet from the Public Rights-of-Way. Such additional charge shall be paid by the developer, home owners association, landowner or other Person requesting Cable Service in an area that does not meet the density and distance standards.

4.2 New Developments. The Grantee agrees to use commercially reasonable efforts to inform itself of all newly planned developments within the County and to work with developers to cooperate in pre-installation of facilities to support Cable Service.

4.3 Programming. The Grantee shall offer to all Subscribers a diversity of video programming services.

4.4 No Discrimination. The Grantee shall not discriminate or permit discrimination between or among any Persons in the availability of Cable Services or other services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied; provided, however, that the Grantee may deny service for good cause, including but not limited to theft of Grantee's services, vandalism of its property, or abuse or harassment of its representatives. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice. Grantee shall assure that access to Cable Services is not denied to any group of potential residential cable Subscribers because of the income of the residents of the local area in which such group resides.

4.5 Provision of Maps to the County. The Grantee shall provide the County, upon written request and no more than once per calendar year an up-to-date strand map of its facilities in the Franchise Area. The County shall treat such maps as proprietary information, exempt from release or disclosure under the Virginia Freedom of Information Act, and shall use the maps only for purposes of planning and managing construction within and in the immediate vicinity of the public rights-of-way.

4.6 Additional Maps. Should the County request access to more detailed maps of the Cable System, then the Grantee shall permit the County to review such maps at a specified location in northern Virginia.

4.7 Removal and Relocation. In accordance with applicable law, the County shall have the power at any time to order and require the Grantee to remove or relocate any pole, wire, cable or other structure owned by the Grantee that is dangerous to life or property. In the event that the Grantee, after notice, fails or refuses to act within a reasonable time, the County shall have the power to remove or relocate the same at the sole cost and expense of the Grantee, which cost shall be summarized by the County.

SECTION 5 - PEG Services

5.1 PEG Channels

5.1.1 In order to ensure availability of PEG programming, Grantee shall make available up to two (2) Access Channels on the Basic Service Tier, upon request of the County. One Access Channel shall be designated as the Educational Access Channel, and the other shall be designated as the Government Access Channel (jointly, "PEG Channels"). The County may

request that Grantee make either or both PEG Channels available at any time by submitting a request in writing, and Grantee shall make the Channel or Channels available within nine (9) months of the date of the request.

5.1.2 The PEG Channels shall be carried on channel numbers to be assigned by Comcast at the time they are made available. Thereafter, PEG Channel assignments may be changed and the entity responsible for managing any affected PEG Channel shall be given thirty (30) days advance notice of the change. If the Grantee decides to change the channel designation for any of the PEG Channels, it must provide thirty (30) days prior written notice to the County, and shall reimburse the County, and/or the designated PEG provider in an amount not to exceed one thousand dollars (\$1000) for reasonable, documented costs incurred by the County or other PEG users, including, but not limited to, technical costs, logo modifications, stationary, promotion, and advertising.

5.1.3 Grantee shall provide an upstream fiber optic connection and all necessary headend equipment for the purpose of providing PEG Access video origination between the following locations and Grantee's headend within nine (9) months of receiving a written request from the County: the meeting chamber in the Berryville-Clarke County Government Center and Grantee's headend, and Clarke County High School. The upstream connections referred to in this paragraph shall be referred to as a "Return Link" or as the "Return Links." The Grantee shall maintain both upstream links in good operating condition, and shall ensure that such link is at all times capable of transmitting PEG Access programming signals from the origination point to the headend without material distortion or degradation, in accordance with applicable industry technical standards.

5.1.3.1 If the County submits a request for either or both of the Return Links on or before the third anniversary of the Effective Date, the Grantee shall provide the requested link or links at its sole cost and expense, at no cost to the County, and without itemizing the cost of the link or links on Subscriber bills. If, however, the County requests a link after the third anniversary of the Effective Date, the Grantee shall provide the requested link or links only if (i) the County agrees to bear the cost of construction and installation of the necessary fiber optic plan and equipment; (ii) the County consents to the itemization of Subscriber bills of the entire cost of such construction and installation; or (iii) the County and the Grantee agree on an alternative funding plan, which may consist of, without limitation a combination of payments by the County and itemization on Subscriber bills. The County may also submit a request for either or both Return Links in conjunction with the Town of Berryville, in which case references to the County in this paragraph shall be read to include the County and the Town.

5.1.4. Grantee shall not interfere with the ability of competing cable operators and open video system operators designated by the County (the "Competing Operators") to obtain the content of any of the programming on the PEG Channels. Grantee shall not object to the connection of compatible equipment to facilities located at the County's PEG programming origination facility or facilities by Competing Operators for the purpose of obtaining access to the PEG Channel signals and transporting such signals to their Subscribers by means of their

own facilities, nor shall Grantee object to the transmission of the PEG Channel signals by Competing Operators.

5.1.5. The PEG Channels shall be carried on the Basic Service tier. The Grantee shall monitor the two (2) PEG Access Channels for technical quality and shall ensure that they are maintained so that they are capable of transmitting signals in accordance with technical standards equivalent to those which apply to the Cable System's commercial channels. Grantee shall insure that there is no material degradation in the quality of the Access Channel signals that are received by the Grantee for distribution by Grantee over the Cable System, as a result of the condition of the Return Links or associated equipment owned by Grantee.

5.2 PEG and I-NET Capital Support. In support of the County's production of local PEG programming and the Institutional Network, if the County submits a written request, Grantee shall provide an annual capital grant to the County ("PEG and I-Net Capital Grant") in the amount of fifty cents (\$0.50) per Subscriber per month. Grantee's obligation to pay the PEG and I-Net Capital Grant shall commence ninety (90) days after the end of the billing quarter during which the County's request was received (the "Grant Commencement Date"). Such grant shall be used by the County for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of PEG access facilities, as well as for I-Net capital purposes. Payment of the PEG and I-Net grant shall be made annually. The PEG and I-Net Grant payment, along with a brief summary of the information upon which it is based, shall be delivered to the County annually, no later than sixty (60) days after each anniversary of the Grant Commencement Date.

5.3 PEG Indemnification. All local producers and users of any of the PEG facilities or Channels shall agree in writing to hold harmless Grantee and the County from any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. Furthermore, all local producers and users of any of the PEG facilities or Channels shall agree in writing, and the County shall require that such local producer or user agree in writing, to authorize Grantee to transmit programming consistent with this Agreement.

5.4 Itemization. To the extent permitted by federal law, the Grantee shall be allowed to recover the costs arising from the provision of the PEG and I-Net Grant from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. The parties agree that none of such costs constitutes or is part of any Franchise fee, and all such costs fall within one or more of the exceptions listed in 47 U.S.C. § 542.

5.5 I-Net Agreement. The County and the Grantee have agreed to the terms of a Fiber Use Agreement (the "Fiber Agreement"), pursuant to which the Grantee grants the County the continuing right to use the I-Net. The Grantee acknowledges that any and all payments made

to the Grantee by the County pursuant to the Fiber Agreement are capital in nature and that amounts payable to the Grantee pursuant to the Fiber Agreement may be paid from the PEG and I-Net Grant. The Grantee expressly waives any claim that such payments are prohibited by any provision of applicable law.

SECTION 6 - Communications Tax and Franchise Fee

6.1 Communications Tax. Grantee shall comply with the provisions of Section 58.1-645 *et seq.* of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax, as amended (the “Communications Tax”), and Sections 6.2 through 6.6 of this Agreement shall not have any effect, for so long as the Communications Tax or a successor state or local tax that would constitute a franchise fee for purposes of 47 U.S.C. § 641, as amended, is imposed on the sale of Cable Services by the Grantee to Subscribers in the County.

6.2 Payment of Franchise Fee to County. In the event that the Communications Tax is repealed and no successor state or local tax is enacted that would constitute a franchise fee for purposes of 47 U.S.C. § 641, as amended, Grantee shall pay to the County a Franchise fee of five percent (5%) of annual Gross Revenue, beginning on the effective date of the repeal of such tax (the “Repeal Date”). Beginning on the Repeal Date, the terms of Section 6.2 through 6.6 of this Agreement shall take effect. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than thirty (30) days following the end of each calendar quarter. Should Grantee submit an incorrect amount, Grantee shall be allowed to add or subtract that amount in a subsequent quarter, but no later than ninety (90) days following the close of the calendar year for which such amounts were applicable; such correction shall be documented in the supporting information required under Section 6.3 below.

6.3 Supporting Information. Each Franchise fee payment shall be accompanied by a brief report prepared by a representative of Grantee showing the basis for the computation, and a breakdown by major revenue categories (such as Basic Service, premium service, etc.). The County shall have the right to reasonably request further supporting information for each Franchise fee payment, subject to the confidentiality provision of Section 8.3.3.

6.4 Limitation on Franchise Fee Actions. The period of limitation for recovery of any Franchise fee payable hereunder shall be five (5) years from the date on which payment by Grantee is due.

6.5 Bundled Services. This Section 6.5 shall only apply if state or federal law does not otherwise address the computation of franchise fees or gross revenues in connection with the provision of Cable Service as part of a bundle or package with any Non-Cable Service. If the Grantee bundles Cable Service with Non-Cable Service, the Grantee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading the Franchise fee payments under this Agreement.

6.6. Audit.

6.6.1 Subject to the confidentiality requirements of Section 8.3.3 of this Agreement, the County, or such Person or Persons designated by the County, shall have the right to inspect and copy records and the right to audit and to recompute any amounts determined to be payable under this Franchise, without regard to by whom they are held. If an audit discloses an overpayment or underpayment of franchise fees or of the PEG and I-Net grant, the County shall notify the Grantee of such overpayment or underpayment within ninety (90) days of the date the audit was completed. The County, in its sole discretion, shall determine the completion date for any audit conducted hereunder. Audit completion is not to be unreasonably delayed by either party.

6.6.2 Subject to the confidentiality requirements of Section 8.3.3 of this Franchise, the Grantee shall be responsible for providing to the County all records necessary to confirm the accurate payment of franchise fees and the PEG and I-Net grant. The Grantee shall maintain such records for five (5) years. The County's audit expenses shall be borne by the County unless the audit determines the payment to the County should be increased by more than five percent (5%) in the audited period, in which case the costs of the audit shall be paid by the Grantee to the County within thirty (30) days following written notice to the Grantee by the County of the underpayment, which notice shall include a copy of the audit report. If recomputation results in additional revenue to be paid by Grantee to the County, such amount shall be subject to an interest charge of the Prime rate plus one percent (1%). If the audit determines that there has been an overpayment by the Grantee, the Grantee may credit any overpayment against its next payment; and, the County shall waive the interest charge on any past due amounts that were a result of such overpayment by the Grantee. The auditor shall not be compensated on a success based formula, e.g., payment based on a percentage of any underpayment, if any.

6.6.3 The audit provisions set forth in this subsection shall similarly apply to the PEG and I-NET support payments specified in subsection 5.2 of this Franchise.

SECTION 7 - Customer Service Standards; Customer Bills; and Privacy Protection

7.1 Customer Service Standards. Customer service requirements are set forth in Exhibit B, which shall be binding unless amended by written consent of the parties.

7.2 Customer Bills. Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way that (i) is not misleading and (ii) does not omit material information. Notwithstanding anything to the contrary in Section 7.2, above, the Grantee may, in its sole discretion, consolidate costs on Subscriber bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

7.3 Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 8 - Oversight and Regulation by County

8.1 Oversight of Franchise. In accordance with applicable law, the County shall have the right to oversee, regulate and, on reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction, operation and maintenance of the Cable System in the Franchise Area, and all parts thereof, as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

8.2 Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The County shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.

8.3 Maintenance of Books, Records, and Files.

8.3.1 Books and Records. Throughout the term of this Franchise Agreement, the Grantee agrees that the County, upon reasonable prior written notice to the Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. Such books and records shall include any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters that may be the subject of an inspection by the County shall be retained by the Grantee for a minimum period of three (3) years.

8.3.2 File for Public Inspection. Throughout the term of this Franchise Agreement, the Grantee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

8.3.3 Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, except as provided herein. The County shall further have the right to have independent consultants employed by the County review such disclosed information, contingent upon and subsequent to the execution by such consultants of any relevant non-disclosure agreements ("NDA") that may be required by the Franchisee. Such confidential information shall be subject to the following, to be applied as is most practicable for the purposes of this Agreement:

8.3.3.1 To the extent an exemption under the Virginia Freedom of Information Act permits the County to maintain the confidentiality of submitted information and the Grantee submits such information to the County, the County shall

maintain the confidentiality of such information and not disclose it to any public request;
or

8.3.3.2 To the extent that information provided to an accountant, attorney, consultant, or any other agent of the County (“County Consultant”) would not be subject to public disclosure under the Virginia Freedom of Information Act and the County instructs the Grantee to provide such information to the County Consultant as may be required by this Agreement, the Grantee shall provide such information to the County Consultant and the County shall not take possession of the information nor engage in any act that would jeopardize the confidentiality of such information; or,

8.3.3.3 Franchisee must provide the following documentation to the County: (i) specific identification of the information; (ii) statement attesting to the reason(s) the Franchisee believes the information is confidential; and (iii) statement that the documents are available at the Franchisee’s designated offices for inspection by the County.

8.3.4 At all times, the County shall take reasonable steps to protect the proprietary and confidential nature of any books, records, maps, plans or other County-requested documents that are provided pursuant to this Agreement to the extent they are designated as such by the Franchisee. Nothing in this Section shall be read to require the Franchisee to violate federal or state law protecting Subscriber privacy.

8.4 Records Required. The Grantee shall at all times maintain:

8.4.1 Records of all written complaints for a period of three years after receipt by the Grantee. The term “complaint” as used herein refers to complaints about any aspect of the Cable System or Grantee’s cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

8.4.2 Records of outages for a period of three years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.4.3 Records of service calls for repair and maintenance for a period of three years after resolution by Grantee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved; and

8.4.4 Records of installation/reconnection and requests for service extension for a period of three years after the request was fulfilled by Grantee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

8.5 FCC Testing. Within fourteen (14) days of a written request by the County, a written report of test results of FCC performance testing will be provided to the County Manager.

8.6 Annual Report. Upon receipt of a written request from the County, and no later than one hundred twenty (120) days after the end of the Grantee's fiscal year, the Grantee shall submit a written report to the County, in a form reasonably satisfactory to the County, which shall include:

8.6.1 An annual summary of complaints, identifying both number and nature of the complaints received and an explanation of the disposition.

8.6.2 A copy of the Grantee's rules, regulations and policies available to Subscribers of the Cable System, including but not limited to (i) all Subscriber rates, fees and charges; (ii) copies of the Grantee's contract or application forms for Cable Services; and (iii) a detailed summary of the Grantee's policies concerning the processing of Subscriber complaints; delinquent Subscriber disconnect and reconnect policies; Subscriber privacy and any other terms and conditions adopted by the Grantee in connection with the provision of Cable Service to Subscribers.

8.7 Periodic Review.

8.7.1 The County may hold a performance evaluation hearing every year within sixty (60) days of each anniversary of the Effective Date of this Franchise. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Grantee's compliance to the terms and conditions of this Franchise Agreement, with emphasis on PEG Access Channels, facilities and support; customer service and complaint response; and (ii) hear comments, suggestions and/or complaints from the public. The County shall provide the Grantee with advance, written notice regarding any known compliance matters that the County intends to address at the hearing.

8.7.2 The County shall have the right to question the Grantee on any aspect of this Franchise Agreement including, but not limited to, the operation, maintenance and/or removal of the Cable System. During review and evaluation by the County, the Grantee shall fully cooperate with the County and/or his or her designee(s), and produce such documents or other materials relevant to such review as are reasonably requested from the County. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the County.

8.7.3 Within sixty (60) days after the conclusion of such review hearing(s), the County may issue a written report with respect to the Grantee's compliance. If noncompliance is found which may result in a violation of any of the provisions of this Franchise Agreement, the Grantee shall respond in accordance with Section 12.1.

SECTION 9 - Transfer or Change of Control of Cable System or Franchise

9.1 No transfer of this Franchise shall occur without the prior written consent of the County, which consent shall not be unreasonably withheld, delayed or conditioned. No transfer shall be made to a Person, group of Persons or Affiliate that is not legally, technically and financially qualified to operate the Cable System and satisfy the obligations hereunder.

SECTION 10 - Insurance and Indemnity

10.1 **Insurance.** Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the County certificates of insurance designating the County and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the County. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the County from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement

10.2 **Indemnification.** The Grantee shall indemnify, defend and hold harmless the County, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that result from the Grantee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the County shall give the Grantee timely written notice of its obligation to indemnify and defend the County within a reasonable time of receipt of a claim or action pursuant to this Section. If the County determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the County.

SECTION 11 - System Description and Service

11.1 **System Capacity.** During the term of this Agreement the Grantee's Cable System shall be capable of providing a minimum of eighty (80) channels of video programming with satisfactory reception available to its Subscribers in the Franchise Area.

11.2 **Service to School and Government Buildings.** The Grantee shall provide without charge within the Franchise Area one (1) service outlet activated for Basic Service to each existing public building listed in Exhibit A, including, without limitation, each public school, each public library, each location occupied by the County police department, each location occupied by fire and rescue operations, and other locations occupied or used by the County government for county government purposes. The Grantee's obligation under Section 11.2, as it may be related to service locations outside of the Franchise Area, is contingent on the Grantee's right to reasonable access to facilities allowing it to serve those locations; notwithstanding the foregoing, the Grantee acknowledges that, as of the Effective Date, the Grantee has such access to all the facilities listed on Exhibit A. During the term of this Agreement, the County may designate additional such locations to receive one (1) service outlet activated for Basic Service

by submitting a request for service to the Grantee, and Grantee shall install the service outlet, including the drop line and any necessary equipment, within sixty (60) days of the County's designation for any drop up to but not exceeding two hundred (200) feet. Exhibit A shall be deemed amended accordingly. For all service outlets, if it is necessary to extend the Grantee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school or public building, the County shall have the option either of paying Grantee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Grantee from the obligation to provide service to such building. Furthermore, Grantee shall be permitted to recover, from any public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one (1) outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that Grantee shall not charge for the provision of Basic Service to the additional service outlets once installed. The County may extend its one (1) outlet to additional locations throughout the building at its own installation expense without an additional monthly fee for the provision of Basic Service to those locations.

11.3 Standby Power. The Grantee shall provide standby power generating capacity at the headend and at all hubs. The Grantee shall maintain motorized standby power generators capable of up to twenty-four (24) hours duration at the headend and all hubs, with automatic response systems to alert the Grantee's Local Management Center when commercial power is interrupted. The power supplies serving the distribution plant shall be capable of providing power to the Cable System for not less than two (2) hours, in the event of an electrical outage.

11.4 Emergency Alert System. Grantee shall comply with the Emergency Alert System requirements of the FCC in order that emergency messages may be distributed over the System.

SECTION 12 - Enforcement of Franchise

12.1 Notice of Violation. In the event that the County believes that Grantee has not complied with the terms of the Franchise, the County shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the County shall notify Grantee in writing of the exact nature of the alleged noncompliance.

12.2 Grantee's Right to Cure or Respond. Grantee shall have thirty (30) days from receipt of the written notice described in Section 13.1 to: (i) respond to the County, if Grantee contests (in whole or in part) the assertion of noncompliance; (ii) cure such default; or (iii) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that they will be completed.

12.3 Enforcement. Subject to applicable federal and state law and the terms and conditions of this Agreement, the County may apply one or a combination of the following remedies if the County determines that the Grantee is in default of any provision of the Franchise:

12.3.1 Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

12.3.2 Commence an action at law for monetary damages or seek other equitable relief; or

12.3.3. In the case of a substantial material default of a material provision of the Franchise, seek to revoke the Franchise in accordance with Section 12.4; or,

12.3.4. Assess liquidated damages, or apply any other remedy provided for in this Agreement or applicable federal, state or local laws.

12.4 Revocation. Should the County seek to revoke the Franchise, the County shall give written notice to Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the County has not received a satisfactory response from Grantee, it may then seek termination of the Franchise at a public hearing. The County shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

12.4.1 At the designated hearing, Grantee shall be provided a fair opportunity for full participation, in accordance with the standards and procedures then applicable for legislative matters before the County Council.

12.4.2 Following the public hearing, Grantee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter the County shall determine (i) whether an Event of Default has occurred; (ii) whether such Event of Default is excusable; and (iii) whether such Event of Default has been cured or will be cured by the Grantee. The County shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Grantee to effect any cure. If the County determines that the Franchise shall be revoked, the County shall promptly provide Grantee with a written decision setting forth its reasoning. Grantee may appeal such determination of the County to an appropriate court, which shall have the power to review the decision of the County *de novo*. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the County.

12.4.3 The County may, at its sole discretion, take any lawful action which it deems appropriate to enforce the County's rights under the Franchise in lieu of revocation of the Franchise.

12.5 Performance Guarantees.

12.5.1 To ensure the performance of its obligations under this Franchise, the Grantee shall establish a security fund in the form of a letter of credit for the County in the amount of twenty thousand dollars (\$20,000) (the "Security Fund"). Recovery under the letter of credit shall be in accordance with the procedures set forth in Section 12.6.3. If at the time of

recovery under the letter of credit by the County, the amounts available are insufficient to provide the total payment towards which the withdrawal is directed, the balance of such payment shall continue as the obligation of the Grantee to the County until it is paid. Within thirty (30) days of being notified that any amount has been recovered by the County, the Grantee shall restore the letter of credit to the total amount specified above.

12.5.2 To further ensure the Grantee's faithful performance of its obligations hereunder, the Grantee shall obtain and maintain during the entire term of the Franchise, and any renewal or extensions thereof, a performance bond from a financial institution licensed to do business in Virginia in the amount of ten thousand dollars (\$10,000).

12.6. Liquidated Damages.

12.6.1 Because the Grantee's failure to comply with provisions of this Franchise may result in injury to the County and because it may be difficult to quantify the extent of such injury, the County and the Grantee agree that, subject to the procedures in Section 12.6.3, liquidated damages may be assessable against the Grantee for certain violations of provisions of this Franchise, and that such liquidated damages may be chargeable to the Grantee's Security Fund up to the limits specified below in the event of non-payment by the Grantee. On an annual basis from the Effective Date of the Franchise, liquidated damages in total will not exceed ten thousand dollars (\$10,000) (the "Liquidated Damages Cap"). The Grantee hereby agrees that the liquidated damages specified herein are reasonable and do not constitute a penalty or fine. The liquidated damages shall not apply when non-compliance is caused by Force Majeure events and shall only apply from the date of notice being provided to the Grantee unless otherwise provided for or consistent with the time periods of notice and cure specific to certain liquidated damages.

12.6.1.1 Failure to supply information, reports, or filings lawfully required under the Franchise: **\$50 per day** for each day the violation continues after the Grantee is given a thirty (30) day period to cure the failure and then written notice has been provided to the Grantee by the County of such continuing violation;

12.6.1.2 Failure to file, obtain, maintain or replenish the security fund in a timely fashion: **\$200 per day**, following a fourteen (14) day cure period;

12.6.1.3 For violation of applicable technical standards established by the FCC or other lawful authority: **\$100 per day** for each day the violation continues after a thirty (30) day cure period;

12.6.1.4 For each day during which the County determines that the Grantee has violated customer service standards pursuant to Exhibit B, except for those standards set forth in Subsection 12.6.1.5 below: \$200 per violation, following a seven (7) day cure period, except that such cure period does not apply to customer service standards that themselves provide a time to act or a specific cure period;

12.6.1.5 For failure to meet customer service standards with regard to telephone answering time, time to transfer a call to a customer service representative,-or excessive busy signals: if such standards are not met according to the terms in which

such standards are established in Exhibit B: \$100 for each quarter in which such standards were not met if the failure was by less than 5%; \$200 for each quarter in which such standards were not met if the failure was by 5% or more but less than 15%; and \$300 for each quarter in which such standards were not met if the failure was by 15% or more;

12.6.1.6 For failure to comply with the requirements for the provision of PEG programming: **\$50 per day.**

12.6.2 The County Administrator or the Board of Supervisors may reduce or waive any of the above-listed liquidated damages if the County Administrator or the Board of Supervisors determines that such waiver is in the best interests of the County.

12.6.3 If the County Administrator, following reasonable notice to the Grantee to cure any problem (except for specific notice periods as may be contained in this Agreement) that might result in liquidated damages pursuant to the Agreement, determines that the assessment of liquidated damages is justified, he or she shall issue to the Grantee, by certified mail, a notice of intention to assess liquidated damages. The notice shall set forth the basis of the assessment, and shall inform the Grantee that liquidated damages will be assessed from the date of the notice unless the assessment notice is appealed for hearing before the Board of Supervisors and the Board of Supervisors rules (1) that the violation has been corrected, or (2) that an extension of the time or other relief should be granted, or (3) the Board of Supervisors disagrees with the findings of the County Administrator. If the Grantee desires a hearing before the Board of Supervisors, it shall send a written notice of appeal, by certified mail, to the County Administrator within ten (10) days of the date on which the County Administrator sent the notice of intention to assess liquidated damages. After the hearing, if the Board of Supervisors sustains, in whole or in part, the County Administrator's assessment of liquidated damages, the Board of Supervisors may at any time thereafter draw upon the security fund for the amount reviewed by the Board of Supervisors after providing the Grantee thirty (30) days to pay said amount. Unless the County Administrator indicates to the contrary, said liquidated damages shall be assessed beginning with the date on which the County Administrator sent the notice of intention to assess liquidated damages and continuing thereafter until such time as the violation ceases, as determined by the County Administrator.

12.7 Technical Violation. The County agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area.

SECTION 13 - Miscellaneous Provisions

13.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the

Franchise), where such noncompliance or alleged defaults occurred or were caused by events which constitute a Force Majeure, as defined herein.

13.2 Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the County:

Clarke County
101 Chalmers Court, Suite B
Berryville, VA 22611
Attn: County Administrator

To the Grantee:

Comcast
600 Hays Avenue
Staunton, Virginia 24401
Attn: Paul Comes/Government Affairs Department

With copies to:

Comcast Cable
7850 Walker Drive, 2nd Floor
Greenbelt, MD 20770
Attn: Government Affairs Department

And to:

Comcast Cable Northeast Division
676 Island Pond Rd.
Manchester, NH 03109
Attention: Government Affairs Department

13.3 Entire Agreement. This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. If the terms of this Agreement are materially altered due to changes in governing law (including but not limited to the law of the Franchisors), then the parties shall negotiate in good faith to reconstitute this Agreement in a form that is consistent with such law and also, to the maximum extent possible, is consistent with the original intent of Franchisee and the Franchisors and preserves the benefits bargained for by each party.

13.4 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any

court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.5 Incorporation by Reference.

13.5.1 All presently and hereafter applicable conditions and requirements of federal, State and local laws, including but not limited to the rules and regulations of the FCC and the Commonwealth of Virginia, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein. All such general laws, rules and regulations, as amended, shall control the interpretation and performance of this Franchise to the extent that any provision of this Franchise conflicts with or is inconsistent with such laws, rules or regulations.

13.5.2 Should the Commonwealth of Virginia, the federal government or the FCC require Grantee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the County and Grantee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

13.5.3 Governing Law. This Franchise Agreement shall be deemed to be executed in the Commonwealth of Virginia, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the Commonwealth of Virginia, as applicable to contracts entered into and performed entirely within the Commonwealth.

13.6 Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the County and the Grantee, which amendment shall be authorized on behalf of the County through the adoption of an appropriate resolution or order by the County, as required by applicable law.

13.7 No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8 No Waiver of Rights.

13.8.1 The failure of the County on one or more occasions to exercise a right or to require compliance or performance under this Franchise Agreement, the Cable Ordinance or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the County, nor to excuse Grantee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

13.8.2 The failure of the Grantee on one or more occasions to exercise a right under this Franchise Agreement or applicable law, or to require performance under this Franchise Agreement, shall not be deemed to constitute a waiver of such right or of performance

of this Agreement, nor shall it excuse the County from performance, unless such right or performance has been specifically waived in writing.

13.9 Administration. The administration of this Agreement shall be vested in the County Administrator, or his or her designee. When not otherwise prescribed herein, all matters herein required to be filed with the County shall be filed with the Manager County Administrator.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

Attest: Clarke County
By: _____
Name: _____
Title: _____

Attest: Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC.
By: _____
Name: Mary McLaughlin
Title: Regional Senior Vice President
Date: _____

EXHIBIT A

COUNTY FACILITIES LOCATED IN THE COUNTY TO BE PROVIDED COURTESY CABLE SERVICE

Location	Address	
Blue Ridge Fire Station	131 Retreat Rd	Bluemont, VA 20135
Rec Center	370 Al Smith Cir	Berryville, VA 22611
Cooley Upper Campus	34 Westwood Rd	Berryville, VA 22611
Cooley Lower Campus	240 Westwood Rd	Berryville, VA 22611

COUNTY FACILITIES LOCATED IN THE TOWN OF BERRYVILLE TO BE PROVIDED COURTESY CABLE SERVICE

Location	Address	
Government Center	101 Chalmers Ct	Berryville, VA 22611
Sheriff's Office	100 N Church St	Berryville, VA 22611
Circuit Court Building	102 N Church St	Berryville, VA 22611
General District Court	104 N Church St	Berryville, VA 22611
Social Services	311 E Main St	Berryville, VA 22611
Old Library	36 E Main St	Berryville, VA 22611
Enders Fire	9 S Buckmarsh St	Berryville, VA 22611
Johnson-Williams Middle School	200 Swan Ave	Berryville, VA 22611
School Board Office	309 W Main St	Berryville, VA 22611
Pupil Personnel	321 W Main St	Berryville, VA 22611
Alternative Education	317 W Main St	Berryville, VA 22611
High School	627 Mosby Blvd	Berryville, VA 22611

COUNTY FACILITIES LOCATED IN THE TOWN OF BOYCE TO BE PROVIDED COURTESY CABLE SERVICE

Boyce Fire Station	15 Greenway Ave.	Boyce, VA 22620
Boyce Elementary School	309 W. Main St.	Boyce, VA 22620
Sewer Plant	162 Howards Ln.	Boyce, VA 22620

EXHIBIT B

CUSTOMER SERVICE STANDARDS

SECTION 1: DEFINITIONS

A. Respond: Grantee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

B. Service Call: The action taken by the Grantee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

C. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Franchise Area.

D. Standard Installation: Installations where the Subscriber is within two hundred (200) feet of trunk or feeder lines.

E. Normal Operating Conditions: Those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather. Those conditions which are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

SECTION 2: TELEPHONE AVAILABILITY

A. The Grantee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Grantee representatives trained and qualified to answer questions related to Cable Service in the Franchise Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and other inquiries at least forty-five (45) hours per week. Grantee representatives shall identify themselves by name when answering this number.

B. The Franchisee's toll-free telephone numbers will appear on Subscriber bills, the Franchisee's website and in the annual notice.

C. Grantee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the

Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout), if Subscribers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Grantee may reasonably substitute this requirement with another method of handling calls from Subscribers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Grantee shall be answered within thirty (30) seconds. The Grantee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers in the County, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Grantee at all call centers receiving calls from Subscribers in the County, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Grantee shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter.

F. Upon request from the County, but in no event more than once a quarter thirty (30) days following the end of each quarter, the Grantee shall report to the County the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

(1) Percentage of calls answered within thirty (30) seconds as set forth in Subsection 2.D.

(2) Percentage of time Subscribers received busy signal when calling the customer service center as set forth in Subsection 2.E.

Subject to consumer privacy requirements, underlying activity will be made available to the County for review upon reasonable request.

G. At the Grantee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. The Grantee shall notify the County of such a change at least thirty (30) days in advance of any implementation.

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of the Grantee-supplied equipment and Cable Service. Drop wires in underground service areas that are temporarily placed above ground shall be buried within thirty (30) calendar days of the date and time of the temporary installation, except in those situations where weather conditions make trenching impractical.

B. Under Normal Operating Conditions, Standard Installations shall be performed within seven (7) business days after an order is placed.

The Grantee shall meet this standard under Normal Operating Conditions for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis.

C. The Grantee shall provide the County with a report upon request from the County, but in no event more than once a quarter thirty (30) days following the end of each quarter, noting the percentage of Standard Installations completed within the seven (7) day period. Those requested outside of the seven (7) day period by the Subscriber will be included as compliant. Subject to consumer privacy requirements, underlying activity will be made available to the County for review upon reasonable request.

At the Grantee's option, the measurements and reporting of above may be changed from calendar quarters to billing or accounting quarters. The Grantee shall notify the County of such a change not less than thirty (30) days in advance.

D. The Grantee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At the Grantee's discretion, the Grantee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

E. Upon the Subscriber's request, the Grantee's service representatives will have the ability to issue service credits, at their sole discretion, to address Subscriber complaints related to missed appointments.

F. Under Normal Operating Conditions, the Grantee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If the Grantee representative is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber shall be contacted. The appointment shall be rescheduled, as necessary, at a time which is convenient for the Subscriber.

G. Between the time a new Subscriber is signed up for service and the time service is installed, he or she shall be afforded a right of rescission.

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. The Grantee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative

notification procedure, the Grantee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the County and each affected Subscriber in the Franchise Area have been given fifteen (15) days prior notice of the proposed Significant Outage. Notwithstanding the foregoing, Franchisee may perform modifications, repairs and upgrades to the System without prior notification between 12.01 a.m. and 6 a.m., which may interrupt service.

B. Grantee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.

C. Under Normal Operating Conditions, the Grantee must Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Franchise Area.

(2) The Grantee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the County of a Cable Service problem.

D. Under Normal Operating Conditions, the Grantee shall complete Service Calls within seventy-two (72) hours of the time Grantee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption.

E. The Grantee shall meet the standard in Subsection D. of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

F. The Grantee shall provide the County with a report upon request from the County, but in no event more than once a quarter within thirty (30) days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in this Section. Subject to consumer privacy requirements, underlying activity will be made available to the County for review upon reasonable request. At the Grantee's option, the above measurements and reporting may be changed for calendar quarters to billing or accounting quarters. The Grantee shall notify the County of such a change at least thirty (30) day in advance.

G. Under Normal Operating Conditions, the Grantee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Grantee to verify the problem if requested by the Grantee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

H. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Grantee shall issue a credit to every affected Subscriber who contacts the Grantee in connection with such Outage, including, without limitation, to notify Grantee of the Outage, to request a credit, or to inquire as to the remedies available for loss of service related to the Outage. The credit shall be in the amount equal to the respective Subscriber's monthly recurring charges for the proportionate time the Cable Service was out, or in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Grantee provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage. Failure to provide a credit in a timely manner in accordance with this section shall be deemed a violation of customer service standards, and subject to all applicable remedies, including, without limitation, liquidated damages pursuant to Section 13.7.1.5 of the Franchise Agreement.

I. With respect to service issues concerning Cable Services provided to County facilities, Grantee shall Respond to all inquiries from the County within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions. If such repairs cannot be completed within twenty-four (24) hours, the Grantee shall notify the County in writing as to the reason(s) for the delay and provide an estimated time of repair.

J. The Grantee shall keep maintenance crew and repair staff to meet the Grantee's obligations under these Customer Service Standards.

SECTION 5: CUSTOMER COMPLAINTS

Under Normal Operating Conditions, the Grantee shall investigate Subscriber complaints referred by the County within seventy-two (72) hours. The Grantee shall notify the County of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The County may require reasonable documentation to be provided by the Grantee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Grantee shall perform those actions, which, in the normal course of business, are necessary to investigate the Subscriber's complaint and advise the Subscriber of the results of that investigation.

SECTION 6: BILLING

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Grantee shall, without limitation as to additional line items, be allowed to itemize as separate line items, Franchise fees, taxes and/or other governmentally imposed fees. The Grantee shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to Grantee shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date.

C. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Subsection 6.B. above.

D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

(1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to Grantee within five (5) days prior to the due date; and

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.

(4) It shall be within the Grantee's sole discretion to determine when the dispute has been resolved.

E. Under Normal Operating Conditions, the Grantee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

F. The Grantee shall provide a telephone number and address on the bill for Subscribers to contact the Grantee. The County, furthermore, hereby requests that Grantee omit publishing information specified in 47 C.F.R. § 76.952.

G. The Grantee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the County upon written request.

H. The Grantee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Grantee may in the future, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Grantee, the payment alternative may be limited.

SECTION 7: DEPOSITS, REFUNDS AND CREDITS

A. The Grantee may require refundable deposits from Subscribers with 1) a poor credit or poor payment history, 2) who refuse to provide credit history information to the

Grantee, or 3) who rent Subscriber equipment from the Grantee, so long as such deposits are applied on a non-discriminatory basis.

B. The Grantee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period. The Grantee shall pay interest on other deposits if required by law.

C. Under Normal Operating Conditions, refund checks will be issued within next available billing cycle following the resolution of the event giving rise to the refund, (e.g. equipment return and final bill payment).

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

E. Bills shall be considered paid when appropriate payment is received by the Grantee or its authorized agent. Appropriate time considerations shall be included in the Grantee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

SECTION 8: RATES, FEES AND CHARGES

A. The Grantee shall not, except to the extent expressly permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to Grantee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Grantee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Grantee's equipment (for example, a dog chew).

B. The Grantee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

SECTION 9: DISCONNECTION /DENIAL OF SERVICE

A. The Grantee shall not terminate Cable Service for nonpayment of a delinquent account unless the Grantee provides a notice of the delinquency and impending termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Grantee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Grantee's equipment, abusive and/or threatening behavior toward the Grantee's employees or representatives, or refusal to provide credit history information or refusal to allow the Grantee to validate the identity, credit history and credit worthiness via an external credit agency.

D. Charges for Cable Service will be discontinued at the time of the requested termination of service by the Subscriber, except equipment charges may be applied until equipment has been returned. No period of notice prior to requested termination of service can be required of Subscribers by the Grantee. No charge shall be imposed upon the Subscriber for or related to total disconnection of Cable Service or for any Cable Service delivered after the effective date of the disconnect request, unless there is a delay in returning Grantee equipment or early termination charges apply pursuant to the Subscriber's service contract. If the Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by the Grantee. For purposes of this subsection, the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from the Grantee and to receive Cable Service or other multi-channel video service from another Person or entity.

SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS

A. All Grantee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of the Grantee shall wear a clearly visible identification card bearing their name and photograph. The Grantee shall make reasonable effort to account for all identification cards at all times. In addition, all Grantee representatives shall wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of the Grantee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Grantee vehicles shall have the Grantee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Grantee shall have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Grantee.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Grantee shall be conducted in a courteous manner.

C. The Grantee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by the Grantee may be referred to the County.

D. All notices identified in this Section shall be by either:

(1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or

(2) A separate electronic notification.

E. The Grantee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Grantee, and the Grantee shall provide a copy of the notice to the County including how and where the notice was given to Subscribers.

F. The Grantee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 10.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Grantee:

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Grantee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address and telephone number of the County, but with a notice advising the Subscriber to initially contact the Grantee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Grantee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Grantee's office to which complaints may be reported.

A copy of all notices to Subscribers required by this Subsection 10.F. will be given to the County as soon as possible.

G. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

H. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

I. Every notice of termination of Cable Service shall include the following information:

- (1) The name and address of the Subscriber whose account is delinquent;
- (2) The amount of the delinquency for all services billed;
- (3) The date by which payment is required in order to avoid termination of Cable Service; and,
- (4) The telephone number for the Grantee where the Subscriber can receive additional information about their account and discuss the pending termination.



Margaret F. Hardy
Attorney

RICHMOND • MCLEAN • FREDERICKSBURG
CHRISTIANSBURG • RESEARCH TRIANGLE
SANDS ANDERSON PC

725 Jackson Street, Suite 217
P.O. Box 907
Fredericksburg, Virginia 22404-0907
Main: (540) 373-2504
Fax: (540) 371-8158

E-mail: MHardy@SandsAnderson.com

WWW.SANDSANDERSON.COM

October 17, 2016

TO: SHARON KEELER, TREASURER
COUNTY OF CLARKE, VIRGINIA

REPORT ON DELINQUENT TAX COLLECTION
as of September 30, 2016

I.	PARCELS IN PROCESS (<i>March, 2015 to Present</i>):	#	%
	A. Parcels Paid Before Notice	5	1.7
	B. Parcels in Notice	223	75.3
	C. Parcels on Payment Plan	21	7.1
	D. Parcels in Suit	13	4.4
	E. Parcels on Hold	0	0.0
	F. Parcels Paid in Full	33	11.2
	G. Parcels Dismissed	1	0.3
	H. Parcels Ready for Sale	0	0.0
	I. Parcels Sold	0	0.0
	Total In Process	296	100.0
II.	TOTAL TAXES IN PROCESS (<i>March, 2015 to Present</i>):		%
	A. Amount Collected	\$98,170.56	16.7
	B. Amount Uncollected	491,084.90	83.3
	Total In Process	\$589,255.46	100.0
III.	ACTUAL TAX, PENALTY AND INTEREST COLLECTED: (Parcels Received and Parcels in Process)		
	March, 2015 – June, 2015		\$56,454.76
	July, 2015 – June, 2016		130,306.90
	July, 2016 – Present		23,881.40
	Total Paid		\$210,643.06

Respectfully submitted,

Margaret F. Hardy

Virginia Association of Counties

Connecting County Governments since 1934



President
Judy S. Lyttle
Surry County

President-Elect
Mary W. Biggs
Montgomery County

First Vice President
William A. Robertson, Jr.
Prince George County

Second Vice President
Sherrin C. Alsop
King and Queen County

Secretary-Treasurer
Donald L. Hart, Jr.
Accomack County

Immediate Past President
Penelope A. Gross
Fairfax County

Executive Director
Dean A. Lynch, CAE

General Counsel
Phyllis A. Errico, Esq., CAE

TO: Chairs, County Board of Supervisors
County Chief Administrative Officers

FROM: Dean A. Lynch, Executive Director

RE: Voting Credentials for the Annual Business Meeting

DATE: September 27, 2016

RECEIVED

SEP 29 2016

Clarke County

The 2016 Annual Business Meeting of the Virginia Association of Counties will be held on Tuesday, November 15, at 11:00 a.m. at The Homestead in Bath County.

Article VI of the VACo ByLaws states that each county shall designate a representative of its board of supervisors to cast its vote(s) at the Annual Business Meeting. However, if a member of the board of supervisors cannot be present for this meeting, the Association's ByLaws allow a county to designate a non-elected official from your county or a member of a board of supervisors from another county to cast a proxy vote(s) for your county.

For your county to be certified to vote at the Annual Business Meeting, (1) your annual dues must be paid in full and (2) either a completed Voting Credentials Form or a Proxy Statement must be submitted to VACo by November 1, 2016. Alternatively, this information may be submitted to the Credentials Committee at its meeting on Monday, November 14, at 1:00 p.m. in the Monroe Room or to the conference registration desk before this meeting.

NOMINATING COMMITTEE

The Nominating Committee will meet at 5:00 p.m. in the Mt. Vernon Room on Monday, November 14th during VACo's Annual Conference at the Homestead. The committee is charged to nominate a candidate for President-Elect, First Vice President, Second Vice President, and Secretary-Treasurer to be elected at the Annual Business Meeting. Please send your expressions of interest and nominations to the Committee or to VACo's Executive Director.

REGIONAL DIRECTORS

Pursuant to VACo's By-Laws, "regional directors shall be selected at the Annual Meeting by the member counties located within the region which the director will represent." Regional caucuses will be scheduled during the Annual Meeting to select directors. Incumbent regional directors should chair the caucuses. Reports should be given to VACo's Executive Director by 6:00 p.m. on Monday, November 14th. The attached list shows the regional directors that must be selected.

Attachments

cc: VACo Board of Directors
Nominations Committee

1207 E. Main St., Suite 300
Richmond, Va. 23219-3627

Phone: 804.788.6652
Fax: 804.788.0083

E-mail: mail@vaco.org
Web site: www.vaco.org

**VACo 2016 Annual Meeting
Voting Credentials Form**
Form may be returned by mail, fax (804-788-0083), or by email to
vsteinruck@vaco.org

Voting Delegate:
(Supervisor)

Name _____

Title _____

Locality _____

Alternate Delegate:
(Supervisor)

Name _____

Title _____

Locality _____

Certified by:
(Clerk of the Board)

Name _____

Title _____

Locality _____

**VACo 2016 Annual Meeting
Proxy Statement**

_____ County authorizes the following person to cast its vote at the 2016 Annual Meeting of the Virginia Association of Counties on November 15, 2016.

_____, a non-elected official of this county.

-OR-

_____ a supervisor from _____ County.

This authorization is:

Uninstructed. The proxy may use his/her discretion to cast _____ County's votes on any issue to come before the annual meeting.

Instructed. The proxy is limited in how he/she may cast _____ County's votes. The issues on which he/she may cast those votes and how he/she should vote are:
(List issues and instructions on the back of this form)

Certified by: Name _____

Title _____

Locality _____

- Region 1.....John M. Seward (Surry County)
- Region 3.....Patricia S. O'Bannon* (Henrico County)
- Region 5.....Ann H. Mallek (Albemarle County)
- Region 6.....Barbara J. Byrd (Clarke County)
- Region 7.....Stephanie Koren (Louisa County)
- Region 8.....John Vihstadt (Arlington County)
- Region 8.....Daniel G. Storck (Fairfax County)
- Region 8.....Sharon S. Bulova* (Fairfax County)
- Region 8.....Phyllis J. Randall (Loudoun County)
- Region 10.....Sara E. Carter (Appomattox County)
- Region 11.....Bill Thomasson (Bedford County)
- Region 12.....Timothy A. Reeves, Sr. (Wythe County)

Past Presidents:

Penelope A. Gross
 Harrison A. Moody

* ineligible for reappointment (term limit)
 VACo Bylaws: Article IX, Section 4



2016 Legislative Priorities and Positions for Clarke County 10/20/2015

Issue: Education

Clarke County supports full funding of Virginia's Standards of Quality as recommended by the Board of Education. The Commonwealth should shoulder its share of the true cost of K-12 public education without reducing other parts of the budget affecting local government or shifting costs from the Commonwealth to localities.

In addition to meeting its obligations to fund fully instructional staff, Clarke County believes the Commonwealth should meet its obligation to fund fully the support side of K-12. Full restoration should be made of the cuts made in since 2009 in areas related to support staff funding including the elimination of the funding cap on support positions, reinstatement of the Cost of Competing funds for support staff, etc.

Clarke County supports legislation to adjust the calculation of the local Composite Index to base its Real Estate value calculations on use-value instead of true value in localities that have adopted use-value taxation.

Issue: Wireless and Broadband Access

Widespread deployment of broadband should be a top priority for the Commonwealth to ensure economic advantages, educational opportunities, the expansion of telemedicine and other modern initiatives. It is clear that Verizon Wireless, AT&T and the other internet, broadband and cellular providers will not provide wireless communication broadband service to rural areas unless they are given incentives or a mandate to do so. Clarke County asks that the Commonwealth take steps to encourage or require rural access to modern broadband and cellular technology to rural areas just as was done years ago when electrical and telephone service became important technologies.

Issue: State Tax Reform, Cost and Revenue Shifting and State Year-end Surplus Funds

Clarke County calls upon the Commonwealth to restructure state income, sales and use taxes to address anachronistic tax policies. Tax reform is required to help buttress the Commonwealth's General Fund that finances most core government functions and must be stabilized to meet current and foreseeable core service demands. Failure to address this need has resulted in the unfair gradual shifting of costs and the outright reduction in aid to localities to balance the state budget. With each passing year Clarke County has been required to raise real estate taxes in order to incrementally subsidize a variety of traditionally state funded (or state shared) costs (Compensation Board, Registrar, Cooperative Extension, Line of Duty, Social Services and the court system for example). This cost shifting places a tremendous burden on a regressive real estate tax system. Cost shifting must stop and the tax system must be reformed to reduce the burden on the real estate tax. Action must be

2016 Legislative Priorities And Positions For Clarke County

taken to restore "Aid to Localities".

At a minimum tax reform should meet the following criteria:

- Reduction of local dependence on the real estate tax.
- Address fairness in taxing structures and "level the playing field" to eliminate unequal treatment; for example, ensuring the collection of sales tax from internet sales thereby promoting uniformity and fairness in the tax treatment of businesses selling goods in the Commonwealth.
- Offset any change that reduces or eliminates an existing local funding source by a new or expanded source. Clarke County opposes repeal of the machinery and tools tax or the BPOL tax unless such offset is guaranteed.
- Ensure equal taxing authority to towns, cities and counties.
- Protection of the commonwealth's general fund and preservation for core government functions such as public education, health and human services, public safety, natural resources and environmental services. Transportation maintenance and improvements should be paid by user fees.

Issue: Funding for State Mandated Positions and Jails

Clarke County urges the Commonwealth to meet its full funding obligations for Constitutional Officers and their state mandated positions. In addition, Clarke requests that the FY2015 state budget be amended to fund local and regional jails based on actual costs as determined by the Annual Jail Cost Report, published by the Compensation Board.

Issue: Water Quality

Clarke County supports cost effective measures aimed at reducing loadings of pollutants in state waters from both point and non-point sources but urges the Commonwealth to consider the impacts of such measures will have on both local governments and agriculture. Further, Clarke believes reliable forms of financial and technical assistance will be required to help localities and agriculture meet the Commonwealth's goals with regard to water quality.

Issue: Land Conservation

Clarke County supports the Purchase of Development Rights program, the Tax Credit program for the donation of easements, the transferability of tax credits.

Issue: Local Ordinance Violations

Clarke County requests the repeal of budget language enacted by the 2012 General Assembly that required the deposit of local ordinance violation collections from General District Courts, Juvenile and Domestic Relations Courts, Combined District Courts and the Magistrate System to the State Treasury. This legislative action removed a source of local revenue for many localities. For other jurisdictions, it is added state bureaucracy that is unnecessary but results in localities and law enforcement spending extra time checking to make sure the funds that are destined for the locality are properly returned from Richmond and credited.

2016 Legislative Priorities And Positions For Clarke County

Issue: Ethics Rules

Clarke welcomes a review of the Commonwealth's Ethics Rules but believes that the rules that affect local jurisdictions and their Boards, Commissions, Authorities and Committees are strong enough today. Clarke cautions that any increase to the ethics rules affecting localities could prove detrimental to getting people to serve in local government positions. On the State level, Clarke supports the idea of recording the votes of individual members of the General Assembly at all subcommittee meetings.

COUNTY ADMINISTRATOR
Neil A. Morgan



BOARD OF SUPERVISORS
Walter C. Zaremba
District 1
Sheila S. Noll
District 2
W. Chad Green
District 3
Jeffrey D. Wassmer
District 4
Thomas G. Shepperd, Jr.
District 5

August 26, 2016

Mr. David L. Ash
County Administrator
Clarke County
101 Chalmers Court, Ste. B
Berryville, Virginia 22611

Dear Mr. Ash:

The York County Board of Supervisors has tasked me to develop and implement a legislative engagement strategy to seek General Assembly approval of changes to Section 58.1-3833 of the Code of Virginia that would equalize the meals taxation authority among cities, towns, and counties. We are well aware that requests for broader legislation to equalize all taxing authority of cities, towns, and counties have been proposed in the past and vigorously supported by the Virginia Association of Counties (VACo) and member counties, yet have been soundly defeated. Accordingly, our Board has decided that it wishes to focus on the meals tax authority with the objective of creating a coalition of counties and other constituencies that would support such an initiative. I'm happy to report that our preliminary discussions with the VACo Finance Committee and others concerning a focus on the meals tax alone have been productive and promising.

I am enclosing a short statement describing the current enabling statute, the application of meals taxes by cities, towns, and counties across the Commonwealth, and the specific factors that we believe make this initiative worthy of consideration for York and other counties. Our proposal would cap the opportunity at an 8 percent rate, which is consistent with the maximum rate established by any of the cities currently possessing the meals taxation authority, and would allow the authority to be exercised without need for a referendum.

Please consider identifying this as a potential legislative priority as you work with your Board to prepare for the 2017 General Assembly session. Of course, and as you well know, support for counties being granted such authority does not in any way obligate a governing body to actually adopt a new or increased meals tax, but would simply provide the opportunity to do so should the governing body of a county determine such an action to be an appropriate way to address revenue demands. Gaining that option, and having the opportunity to alleviate pressures on the real estate tax rate, is York's motivation.

Should you agree and wish to be involved or kept abreast of efforts to have this initiative introduced for consideration in the 2017 session of the General Assembly, please let me know either by letter, an email (Neil.Morgan@yorkcounty.gov), or a phone call (757-890-3320). Thanks for your consideration.

Sincerely,


Neil A. Morgan
County Administrator

Enclosure

224 Ballard Street • P.O. Box 532 • Yorktown, Virginia 23690-0532 • (757) 890-3320
Fax: (757) 890-4002 • TDD (757) 890-3621 • Email: bos@yorkcounty.gov
A Hampton Roads Community

Meals Tax Authority – Legislative Engagement

Introduction

Section 58.1-3833 of the Code of Virginia (see attached) authorizes counties to levy a tax on the purchase of all prepared and ready to eat food and beverages, at a rate not to exceed 4%, if approved in a voter referendum. The referendum may be initiated by a resolution adopted by the governing body or by a petition signed by at least 10% of the registered voters in the county. Five counties (Arlington, Roanoke, Rockbridge, Frederick, and Montgomery) have been granted an exemption from the referendum requirement, so their governing bodies can act on their own initiative. Meals taxes are assessed in addition to the retail sales tax, which in Hampton Roads is 6%.

Meals tax applies to:

- Prepared food and beverages (ready-to-eat) at restaurants, lunchrooms, cafeterias, coffee shops, cafes, taverns, delis, food trucks, etc.
- Alcoholic and non-alcoholic beverages served with a meal

Meals tax does not apply to:

- Groceries
- Food sold through vending machines

According to information compiled by the Weldon Cooper Center for Public Service for 2014, 47 of Virginia's 95 counties assessed a meals tax in 2014. Forty-six (46) counties reported a tax rate of between 3.1% and 4%, while one (Dickenson) reported a rate of 2%. ¹ There are no restrictions on the use of the revenue generated by the meals tax; however, some localities earmark a portion or all of the revenue for a specific purpose.

It is important to note that towns and cities are not subject to the referendum process or the 4% cap on the meals tax rate. All 38 of Virginia's cities assess a meals tax, with the lowest rate being 4%, the highest 7.5%, and the median being 6%. The median rate assessed by the 104 towns with a meals tax is 5%, with a minimum of 2% and a maximum of 8%.

York County's meals tax rate is 4%, which will generate projected revenues of \$5.9 million in FY17. Each of the jurisdictions bordering York County imposes a meals tax (Hampton-7.5%, Newport News-7.5%, Poquoson-6%, Williamsburg-5%, James City County-4%, Gloucester-4%).

Issue

York County, like other Virginia counties, is heavily dependent on the real estate and personal property tax and, accordingly, has interest in alternative opportunities for revenue growth to meet increasing obligations and demands for County-funded programs and services. The constraint imposed by the current enabling legislation (4% rate cap) prevents the County from doing so and stands in contrast to the opportunities available to the four cities that border York

¹ Two other counties (Henrico and Middlesex) established a meals tax after the 2014 data was compiled, both at 4%.

Meals Tax Authority – Legislative Engagement

County. In a number of locations along those borders, restaurants are located on abutting properties (one in the county, one in the city) with differing meals tax rates. For many, and particularly in the case of the tourists and travelers, there likely is no awareness of the border or the different tax rate and, therefore, no impact (at least from a taxation standpoint) on which restaurant the prospective diner chooses to patronize (i.e., no competitive advantage or disadvantage). Undoubtedly, the same situation exists in many locations across the Commonwealth.

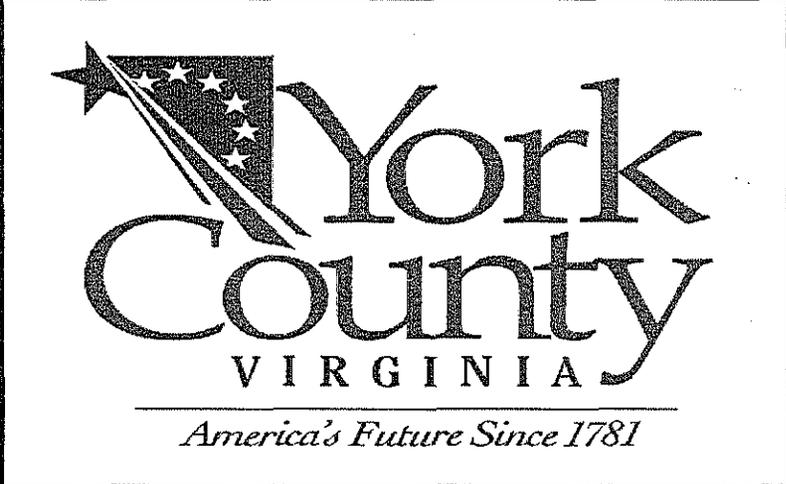
Real estate and personal property tax rate increases apply to all property-owning residents, regardless of their ability to pay. Conversely, dining out is largely a discretionary decision so the meals tax is paid by residents, as well as tourists and travelers, who dine out by choice, convenience, or other considerations.

As noted previously, York County's 4% meals tax is projected to generate \$5.9 million in revenue in FY2017. Increasing the County's rate from 4% to 5% (for example, to match the Williamsburg rate) would generate approximately \$1.4 million annually in additional revenue. If earmarked, for example, to enhance the Capital Improvements Program budget, the funding able to be devoted to County and School projects would be increased by almost 10%. In other words, a modest 5-cent increase in a \$5 fast food meal (20 cents meals tax @ 4% vs. 25 cents @ 5%) would help produce significant gains in the County's ability to address capital project needs.

York County has proposed and supported requests in past legislative sessions to amend the Code of Virginia to give counties the same taxing authority as towns and cities. This all-inclusive approach (which would add authority to tax cigarettes and admissions, and remove limitations on meals and transient occupancy) has not been supported by the General Assembly. Recognizing that opposition, the York County Board of Supervisors has determined that it would be prudent to focus on a proposal to provide counties with additional authority only for the meals tax.

Accordingly, the York County Board of Supervisors wishes to ascertain the interest of other counties and potential advocates in working cooperatively to engage, educate and influence members of the General Assembly regarding the disparity between cities/towns and counties regarding meals taxing authority with the objective of gaining support for legislation to equalize it in the 2017 session of the General Assembly. Specifically, the desired legislation would:

- Enable counties, on the initiative and action by their governing bodies (and without referendum), to establish a meals tax at a rate determined appropriate by the governing body, but not to exceed 8%.



Meals Tax Parity for Counties

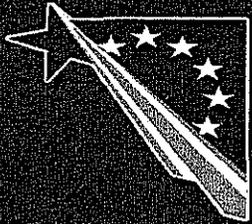




Meals Tax Parity for Counties

- Section 58.1-3833 of COV currently authorizes Counties to levy a tax on the purchase of prepared and ready to eat food and beverages:
 - *At a rate not to exceed 4%*
 - *If approved by a referendum initiated by the governing body or by petition of at least 10% of registered voters*
 - *Arlington, Roanoke, Rockbridge, Frederick and Montgomery Counties are exempt from referendum requirement*
- Cities and Towns are not capped at 4% and are not subject to a referendum requirement

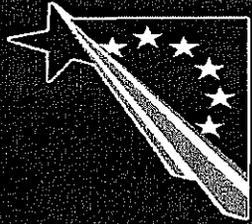
YorkCounty



Meals Tax Parity for Counties

- 47 of Virginia's 95 counties assessed a Meals Tax in 2014
 - Rates ranged from 3.1% to 4% (*only one County had a 2% rate*)
- All Cities (38) assessed a Meals Tax
 - Lowest - 4%
 - Highest - 7.5%
 - Median - 6%
- Cities bordering York County
 - Hampton / Newport News – 7.5%
 - Poquoson – 6%
 - Williamsburg – 5%

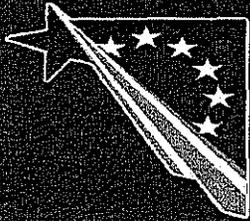
York County



Meals Tax Parity for Counties

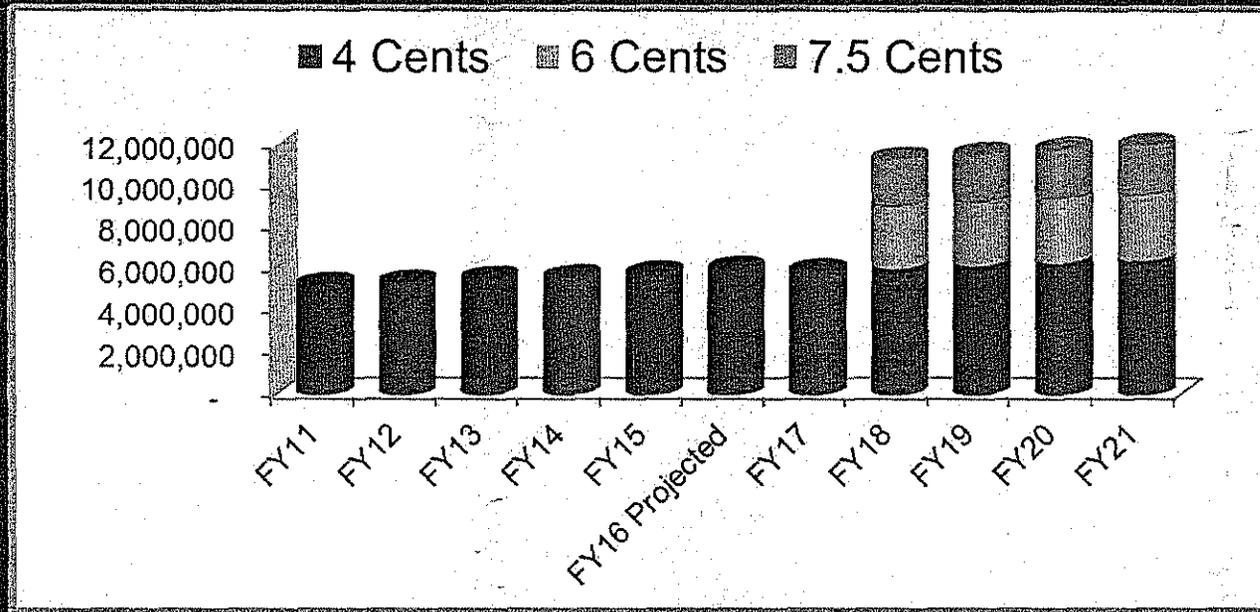
- Meals Tax parity would provide a revenue enhancement option to relieve pressures on Real Estate and Personal Property
- Dining out is largely discretionary – by choice or convenience
- Meals Taxes are paid by residents and tourists / travelers
- Decisions on dining destinations are not dependent on meals tax rates

York County



Meals Tax Parity for Counties

Impact of Potential Rate Increase for York County



Increasing the rate from 4 cents to 6 cents provides additional revenue of \$3 million.

Increasing the rate to 7.5 cents adds \$5.3 million of additional revenue.

Note: 50% of Meals Taxes are Shared with the School Division.





Meals Tax Parity for Counties

Legislative Proposal

Enable counties, on the initiative and action by their governing bodies (and without referendum), to establish a meals tax at a rate determined appropriate by the governing body, but not to exceed 8%.

York County



**WYTHE COUNTY
RESOLUTION 2016-20**

WHEREAS, the County of Wythe, Virginia request that all Counties in Virginia have equal rights; and,

WHEREAS, the County of Wythe, respectively request that the Code of Virginia be amended to provide equal rights; and,

WHEREAS, the County of Wythe has been required to fund shortfalls in state and federal funding; and,

WHEREAS, the County of Wythe has identified a means to lessen the burden on property taxes by implementing a cigarette tax that has previously been approved for certain counties, and all cities and towns by state legislative action; and,

NOW, THEREFORE, BE IT RESOLVED, the Wythe County Board of Supervisors request that Section 58.1-3831 be amended to allow all Virginia Counties to have the power to levy tax upon the sale or use of cigarettes; and

FURTHER RESOLVED, that a copy of the requested changes be attached to this resolution.

This resolution was adopted by the Wythe County Board of Supervisors on the 27th day of September 2016. Supervisor Hale made the motion for adoption with Supervisor Gary Houseman seconding the motion. The roll call vote was:

Ayes: 7

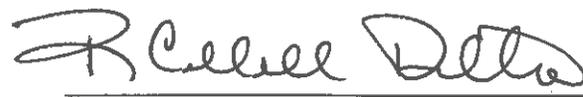
Nayes: 0

Absent: 0

Attest:



Timothy A. Reeves, Sr., Chairman
Wythe County Board of Supervisors



R. Cellell Dalton, County Administrator

CODE OF VIRGINIA

Title 58.1 Taxation

Chapter 38. Miscellaneous Taxes

§ 58.1-3831. Tax in certain counties.

~~Fairfax and Arlington Counties~~ All counties in Virginia shall have the power to levy tax upon the sale or use of cigarettes. Such tax shall be in such amount and on such terms as the governing body may by ordinances prescribe, not to exceed five cents per pack or the amount levied under state law, whichever is greater. The provisions of § 58.1-3830 shall apply to such counties, mutatis mutandis.

Code 1950, § 58-757.28; 1970, c. 512; 1971, Ex. Sess., c. 213; 1984, c. 675.

Clarke County

lwalburn@clarkecounty.gov

Telecommunications Study report out

From : Brandon Stidham <bstidham@clarkecounty.gov>

Mon, Oct 17, 2016 10:03 AM

Subject : Telecommunications Study report out**To :** David Ash <dash@clarkecounty.gov>**Cc :** Lora Walburn <lwalburn@clarkecounty.gov>

Just a reminder that we need to schedule a date for George Condyles to make his final report on the Telecommunications Study. I also recommended inviting the PC to attend.

George should have the final report ready for presentation by Thanksgiving. We could either schedule the report out for the December 12 worksession or could schedule a special meeting the week of November 28 or the week of December 5. I imagine the presentation will take 30-45 minutes and questions shouldn't push the meeting past 90 minutes total.

--

Brandon Stidham
Director of Planning
Clarke County
101 Chalmers Court, Suite B
Berryville, VA 22611
(540) 955-5130

Clarke County Board of Supervisors

Consent Agenda

- Authorize BoS Chair to Execute Documents for Application for Donation – Idlewild River Farm, LLC – Tim Martin
- Authorize BoS Chair to Execute Documents for Application for Donation – Peter Cook, Oakland Orchard, L.P.

MEMORANDUM

TO: Board of Supervisors, David Ash
FROM: Conservation Easement Authority, Alison Teetor
DATE: October 27, 2016
SUBJECT: Application for Donation – Idlewild River Farm, LLC – Tim Martin

The Clarke County Easement Authority has approved the following easement for donation. The Authority requests the Board of Supervisors to authorize the Chairman to execute deeds, easements, and other documents necessary to complete the transactions.

Tim Martin has submitted an application for an easement donation. The property is located on the east side of the Shenandoah River approximately $\frac{3}{4}$ of a mile north of Route 50. It is accessed off of Slate Ridge Road from Mt. Carmel Road. The parcel is identified as Tax Map# 31-A-6, consisting of 254 acres, with 7 DURs. The property is wooded and vacant. The parcel has nearly a mile of river front and is nearly surrounded by adjacent easements, primarily the Burwell Van Lennep properties.

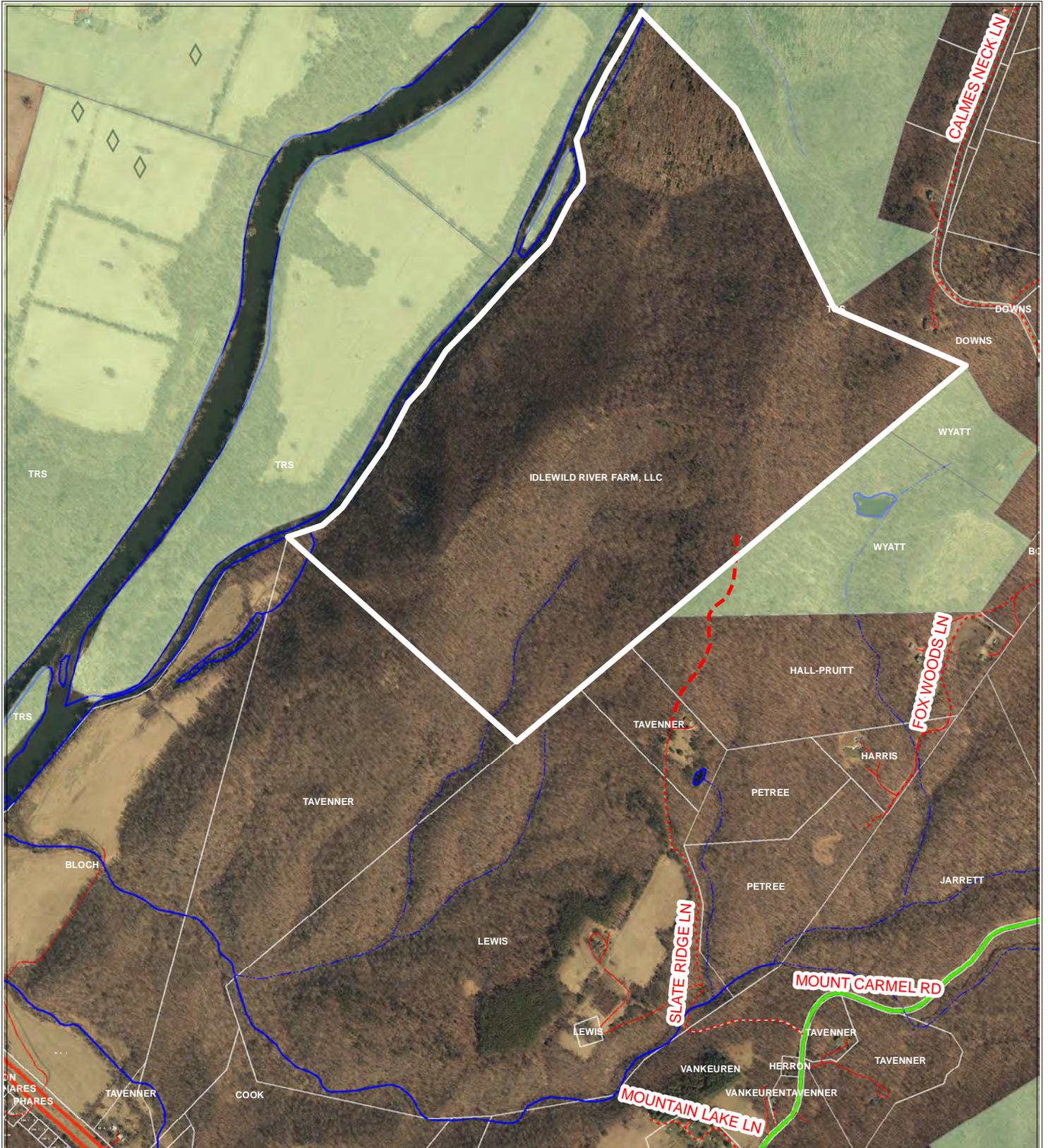
The parcel is zoned FOC and currently in landuse, in accord with the Commissioner of Revenue's requirements, therefore a donation may be considered if at least two of the following four guidelines are met:

- 1) the parcel's Property Resource Score is at least 35;
- 2) at least one dwelling unit right is extinguished by the conservation easement;
- 3) the parcel is adjacent to a parcel already under permanent conservation easement;
- 4) the property has a minimum area of 40 acres.

The parcel meets all of the criteria, the score was 162.01 due to River frontage, steep slopes and adjacency to other easements. The owner would like to retire 6 of the 7 remaining DURs.

Recommendation

Give final approval for the easement donation.



Idlewild River Farm LLC
TM# 31-A-6, 254 acres, 7 DURs



Clarke County GIS
 August 26, 2016

600 300 0 600 Feet



- Conservation Easements
- Parcel Boundary
- Public Road
- Private Road
- Scenic Byway

Location Map



Aerial Imagery 2015 Commonwealth of Virginia

MEMORANDUM

TO: Board of Supervisors, David Ash
FROM: Conservation Easement Authority, Alison Teetor
DATE: October 27, 2016
SUBJECT: Application for Donation – Peter Cook, Oakland Orchard, L.P.

The Clarke County Easement Authority has approved the following easement for donation. The Authority requests the Board of Supervisors to authorize the Chairman to execute deeds, easements, and other documents necessary to complete the transactions.

Peter Cook has submitted an application for an easement donation. There are four properties, located on the south side of Lord Fairfax Highway approximately ½ mile south of the West Virginia line on Oakland Orchard Lane. The parcels are identified as Tax Map# 9-A-60, consisting of 32 acres, and existing house and 1 DUR; 9-A-60A consisting of 112 acres with 2 DURs; and 9-A-60B consisting of 50 acres with 3 DURs, 9-A-59 is a 2 acre parcel with an existing pre-1980 house that will be merged with 9-A-60B (see attached plat). Current use of the parcels is for crops and Christmas trees. The parcels are within the Longmarsh Rural Historic District and the existing house and several outbuildings are contributing structures. Parcels 60A and 60B have a portion of Longmarsh Run which has been protected with riparian buffers. The railroad bounds the western side of parcel 60A.

The parcels are zoned AOC and currently in landuse, in accord with the Commissioner of Revenue's requirements, therefore a donation may be considered if at least two of the following four guidelines are met:

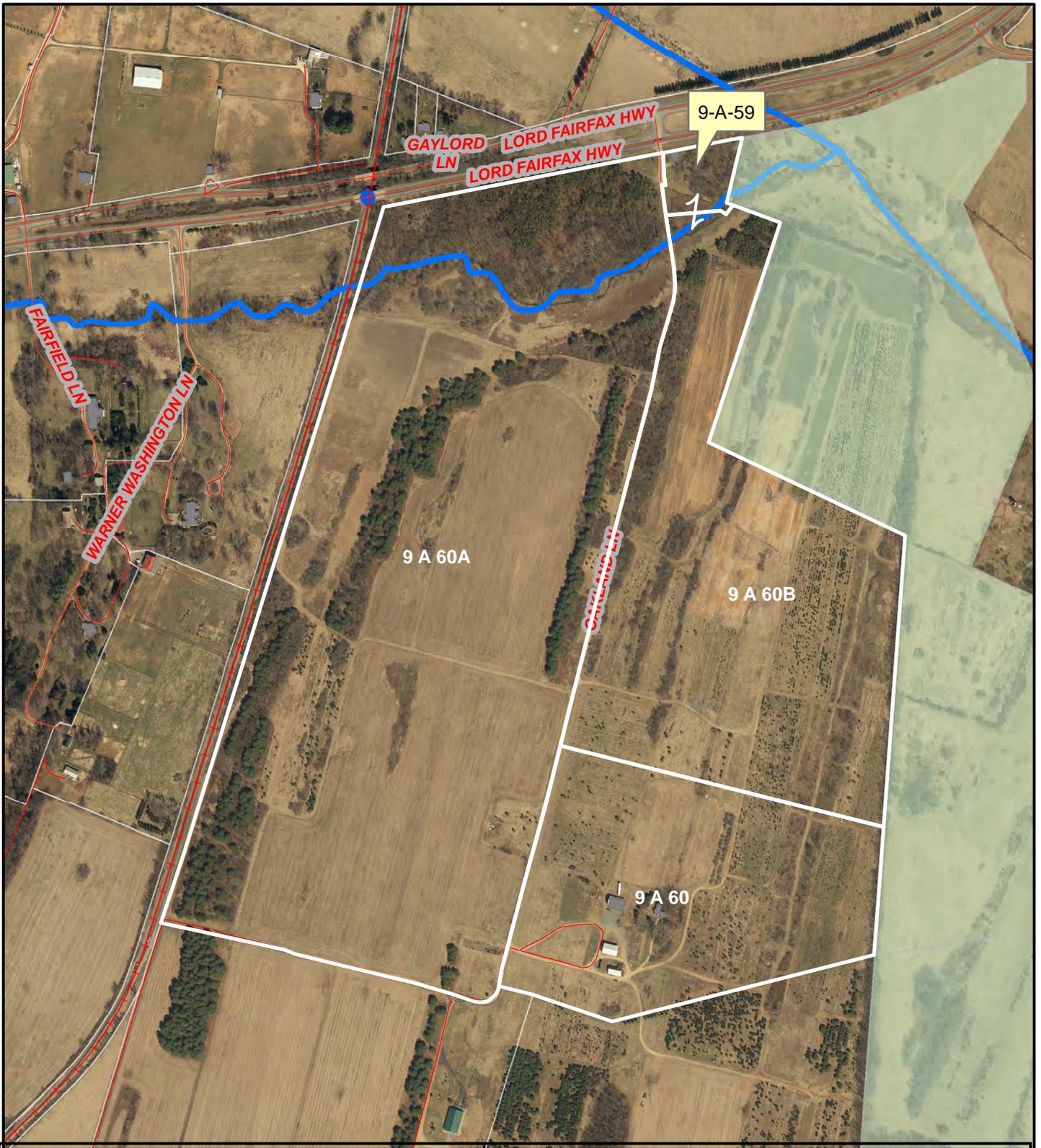
- 1) the parcel's Property Resource Score is at least 35;
- 2) at least one dwelling unit right is extinguished by the conservation easement;
- 3) the parcel is adjacent to a parcel already under permanent conservation easement;
- 4) the property has a minimum area of 40 acres.

TM# 9-A-60 meets 2 of the 4 criteria, it scored 61.32 with points given for being in the Longmarsh Rural Historic District, being owned by Mr. Cook for 30-50 years, and being adjacent to an existing VOF easement (Cook). TM# 9-A-60A meets 3 of the 4 criteria, it scored 79.3 with point given for frontage on a primary highway and railroad, inclusion in the Longmarsh Rural Historic District, having a perennial stream and being owned by Mr. Cook for between 30 and 50 years; it is over 40 acres, and is retiring a DUR. TM# 9-A-60B meets all of the criteria. It scored 81.55, with points given for inclusion in the Longmarsh Rural Historic District, having a perennial stream and being owned by Mr. Cook for between 30 and 50 years; it is over 40 acres, and is retiring a DUR; it is adjacent to an existing easement, and it is over 40 acres.

A site visit was conducted October 6th. Mr. Cook was present to show us the property. He also reiterated the request to be permitted structures up to 6,000 sq ft. Members that were present stated that potentially these large structures could be permitted if located in the low area of the properties. Attached is a map that depicts areas below the 540' elevation where if approved large structures could be located. Mr. Cook agreed to identify the proposed area on the survey plat if approved.

Recommendation

Give final approval for the easement donation.



Oakland Orchard
 TM# 9-A-60 32 acres, 1 ext. dwl., 1 DUR
 TM# 9-A-60A 112 acres, 2 DURs
 TM# 9-A-60B 50 acres, 3 DURs



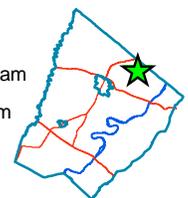
400 200 0 400 Feet

Clarke County GIS
 August 19, 2016



Legend

- Conservation Easements
- Intermittent Stream
- Roads
- Private Road
- Perennial Stream
- Parcel Boundary



MEMORANDUM

TO: Board of Supervisors

FR: Thomas Judge, Director of Joint Administrative Services

DT: 10/18/2016

RE: *November Finance Report*

1. **Fund Balance Designations.** The Board should establish the FY 16 fund balance designations using the attached as a guide.
2. **School Carryover Set Public Hearing.** At their October 24 meeting the School Board requested the following action:

“Be it resolved that the FY 17 School Capital Projects fund budgeted expenditure and appropriation be increased \$878,708, and the General Fund designation for school carryover be decreased in the same amount, all for the purpose of funding certain School capital improvements.”

A list of the proposed capital projects is attached. The Board should consider setting public hearing on this matter.

3. **Conservation Easement Purchases Set Public Hearing.** “Be it resolved that public hearing be set on the following three conservation easement purchases:
 - a. *“Be it resolved that FY 17 budgeted expenditure and appropriation be increased \$70,500, that State and Federal revenue of \$56,750 be recognized, and that the General Fund balance designation for Conservation Easement purchases be decreased \$13,750, all for the purpose of purchasing the Susan Digges easement.”*
 - b. *“Be it resolved that FY 17 budgeted expenditure and appropriation be increased \$111,375, that State and Federal revenue of \$90,812 be recognized, and that the General Fund balance designation for Conservation Easement purchases be decreased \$20,563, all for the purpose of purchasing the Digges Farm LLC easement.”*
 - c. *“Be it resolved that FY 17 budgeted expenditure and appropriation be increased \$317,100, that State and Federal revenue of \$311,262 be recognized, and that the General Fund balance designation for Conservation Easement purchases be decreased \$5,838, all for the purpose of purchasing the Cool Spring Farm easement.”*
4. **Bills and Claims.** This report will be made available at or before the meeting.
5. **Standing Reports.** Attached is the Reconciliation of Appropriations report.

Title: General Fund Balance

Source: Clarke County Joint Administrative Services

<u>Prior Titles</u>	<u>Prior</u>	<u>Current</u>	
General Fund Balance Year End FY 15/16	13,636,042	13,598,905	
Expenditure FY 15/16	(27,155,570)	(26,981,867)	
Revenue FY 15/16	27,118,433	27,311,595	
General Fund Balance Year End FY 15/16	13,598,905	13,928,633	
<u>Designations</u>			
Liquidity Designation @ 12% of FY 16/17 Budgeted Operating Revenue	(\$3,278,655)	(\$3,390,324)	
Stabilization Designation @ 3% of FY 16/17 Budgeted Operating Revenue	(819,664)	(847,581)	
Continuing Local GF Appropriations for Capital Projects	(2,497,453)	(3,087,639)	Was -3,114,639
School Capital/Debt	(1,250,000)		
Government Construction/Debt	(600,578)		
Property Acquisition	(265,000)		
Conservation Easements from Government Savings	(153,462)	(153,462)	
Community Facilities	(\$156,000)		
Comprehensive Services Act Shortfall	(240,724)	(166,866)	
Parks Master Plan	(100,000)	(80,000)	
School Operating Carryover	-	(878,708)	
Government Savings (GenGov, JAS, DSS)	(500,000)	(367,823)	
Energy Efficiency	(50,000)		
Data and Communications Technology	(128,000)	(128,000)	
Recycling and Convenience Center	(814,336)		
Regional Jail Capital Needs	(100,000)		
Vehicle Replacements	(59,000)		
Landfill costs	(50,000)		
Leave Liability	(75,000)	(75,000)	
Economic Development	(200,000)		
CCSA Sewer Fund Shortfall	(150,000)		
FY 16/17 Original Budget Surplus (Deficit)	(503,716)	(4,573,399)	
TOTAL Designations	(11,991,588)	(13,748,802)	
FY 16/17 Expenditure Supplemental	(1,553,655)	(372,354)	Was -370,604
FY 16/17 Revenue Supplemental	446,338	361,304	
Undesignated	500,000	168,781	

School Carryover Request
Carryover from FY16 to FY17

Account Number	Re-allocation Amount from FY16 Fund Balance	Notes
3021130/Band	\$45,000	Band and music equipment needs and replacement band uniforms (2006)
30201140/Athletics	\$40,000	Baseball/softball scoreboards replaced. Basketball supports at Boyce
30203500/Buses	\$75,000	Purchase of one new school bus. Expedites replacement schedule
30203700/Vehicles	\$20,000	Purchase of minivan for transportation. Conference travel and regular student transportation when needed.
30205100/Food Service	\$8,708	Repair and replacement of equipment when needed
30206223/Fencing	\$30,000	Repair and replace fencing as needed
30206612/Painting	\$100,000	Begin planning for repainting at CCHS in Summer 2017
30206616/HVAC	\$150,000	Continuing to repair HVAC equipment throughout the division. Begin planning for building automation system implementation.
30206636/Roof	\$140,000	Begin planning for Cooley Upper roof replacement
30206644/Flooring	\$20,000	Refinish JWMS gym floor- repair, sand, repaint
30206645/Security	\$200,000	Funds to purchase crisis management equipment, repair and replace cameras, security equipment preventative maintenance contract, etc
30208200/Technology Instruction	\$50,000	Replacement computers and other devices
	\$878,708	

MEMORANDUM

TO: Board of Supervisors, David Ash
 FROM: Conservation Easement Authority, Alison Teetor
 DATE: October 25, 2016
 SUBJECT: Application for easement purchase – Susan Digges, Digges Farm, LLC
 Tax Map# 36-((A))-1 and 28-((A))-48

The Clarke County Easement Authority has approved the following easements for purchase. The Authority requests the Board of Supervisors to authorize the Chairman to execute deeds, easements, and other documents necessary to complete the transactions.

Susan Digges has applied to the easement authority for approval of an easement purchase. The properties qualify for ALE (formally FRPP) funding as they have greater than 50% prime soils. There are two parcels, each has an existing house and 28-A-48 has 2 remaining DUR's, 36-A-1 has 3 remaining (merged with 28-A-48A, .5 acres)). They will be scored and treated individually as they will not be merged and will have separate applications under the ALE program.

Tax Map# 28-((A))-48

The property is located on the east side White Post Road 1281 White Post Rd. it is bordered on the east side by the railroad. The property is 34.5 acres, has 2 DUR's and an existing house built in 1902. The applicant would like to retire both remaining DURs.

The property meets 3 of the 4 of the criteria. The parcel score is over 35 (79.5), points were given for retiring 2 DUR's, being next to an existing easement, having a contributing structure in the Greenway Rural Historic District, and being partly in the groundwater recharge area. The applicant would like to retire both of the remaining DUR's, it is adjacent to an existing easement, and it is not more than 40 acres.

Tax Map# 36-((A))-1

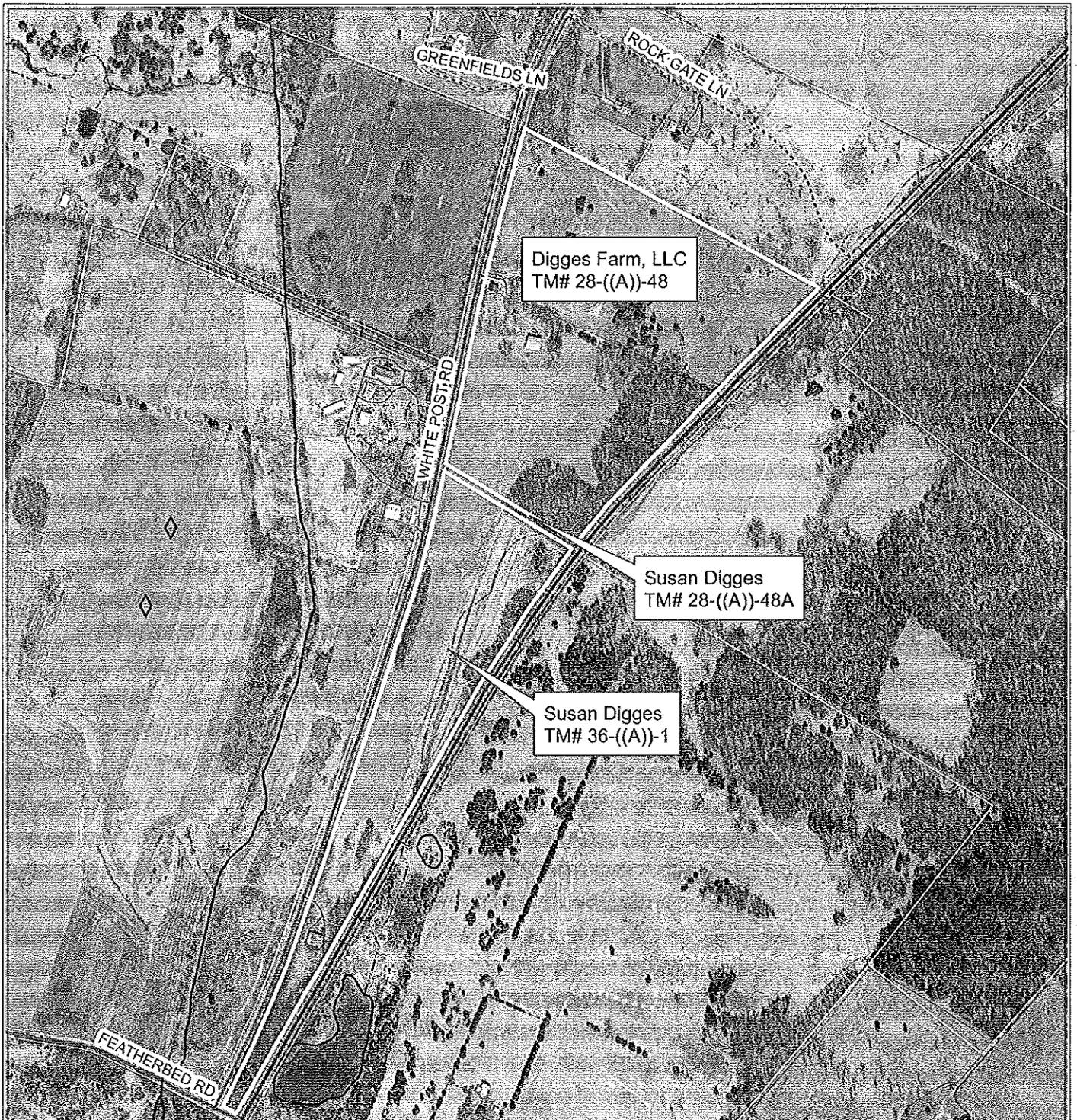
The property is located on the east side White Post Road, just south of the other property at 1807 White Post Rd. it is bordered on the east side by the railroad. The property is 21 acres, has 2 DUR's and an existing house built in 1833. The applicant would like to retire both remaining DURs.

The property meets 3 of the 4 of the criteria. The parcel score is over 35 (79.3), points were given for retiring 2 DUR's, being next to an existing easement, and having a contributing structure in the Greenway Rural Historic District. The applicant would like to retire both of the remaining DUR's, it is adjacent to an existing easement, and it is not more than 40 acres.

Based on the appraised value the cost breakdown is described below.

APPRAISED VALUE	OWNER SHARE	COUNTY SHARE	VDACS	ALE	Estimated closing costs/other	Total cost	Estimated Total Cost to County
\$86,000	\$21,500	\$10,750	\$10,750	\$43,000	\$6,000	\$92,000	\$13,750
\$40,500	\$35,125	\$17,563	\$17,562	\$70,250	\$6,000	\$146,500	\$20,563

VDACS - Virginia Department of Agriculture and Consumer Services - State
 ALE - Agricultural Land Easement (Formally FRPP) - Federal



Digges Farm, LLC
 Tax Map# 28-((A))-48, 34.5 ac., 2 DURs, 1 ext. dwl.

Susan Digges
 Tax Map# 36-((A))-1, 21 ac., 2 DURs, 1 ext. dwl.
 Tax Map# 28-((A))-48A, .5 acres, 1 DUR



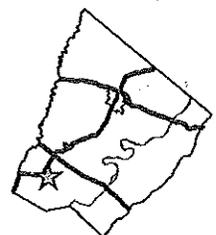
Clarke County GIS
 December 31, 2015

400 200 0 400 Feet



- Conservation Easements
- Parcel Boundary
- Intermittent Stream
- Perennial Stream
- Railroad
- Public Road
- Private Road
- Scenic Byway

Location Map



Aerial Imagery 2015 Commonwealth of Virginia

MEMORANDUM

TO: Board of Supervisors, David Ash
FROM: Conservation Easement Authority, Alison Teetor
DATE: October 25, 2016
SUBJECT: Application for easement purchase – Cool Spring Farm
Tax Map# 16-((A))-55

Cool Spring Farm, LLC, Mike Cassidy, agent, has applied to the easement authority for approval of an easement purchase. The property qualifies for several grants as it is located within the Cool Spring Battlefield Study area. Federal grants include the American Battlefield Protection Program, state grants include the Virginia Battlefield Preservation Fund, and VDACS. The parcel has 2 existing houses and 3 remaining DUR's.

The property is located at the end of Glebe Lane off of Castleman Road just north of the Monastery. The property consists of 109 acres. The applicant would like to retire all of the remaining DURs.

The property meets all 4 of the criteria. The parcel score is over 35 (112.9), points were given for retiring 3 DUR's, being next to an existing easement, and being in the Cool Spring Battlefield National Register District; and it is more than 40 acres.

Funding for the property is as follows:

Appraised value of Easement \$410,000

Estimated Closing Costs

- | | |
|--------------------------|---------------|
| 1) preliminary appraisal | \$ 500 |
| 2) appraisal | \$3,000 |
| 3) survey | \$3,000 |
| 4) appraisal review | \$1,800 |
| 5) title insurance | \$ 800 |
| 6) legal fees | <u>\$ 500</u> |
| | \$9,600 |

Virginia Battlefields Protection Fund grant	\$179,250
American Battlefield Protection Program grant	\$126,125
Clarke Co funds (split with VDACS)	\$ 11,075
Landowner	\$ 102,500



Cool Spring Farm, LLC
Tax Map# 16-((A))-55
106.00 acres, 2 ext. house, 3 DUR



Clarke County GIS
 July 8, 2015

400 200 0 400 Feet



-  Conservation Easements
-  Parcel Boundary
-  Public Road
-  Private Road

Location Map



Aerial Imagery 2011 Commonwealth of Virginia

Clarke Co. **Reconciliation of Appropriations** Year Ending June 30, 2017

25-Oct-16

Date	Total	General Fund	Soc Svcs Fund	CSA Fund	Sch Oper Fund	Food Serv Fund	GG Cap Fund	School Cap Fund	GG Debt Fund	School Debt Fund	Joint Fund	Conservation Easements	Shen Farm Sanitary	Unemploy. Fund
04/12/16 Appropriations Resolution: Total	45,436,058	9,722,387	1,546,124	1,097,426	22,137,428	838,400	955,162	4,412,000	251,700	3,815,812	592,619	30,000	20,000	17,000
<i>Adjustments:</i>														
7/19/2016 County Radio Maintenance		9,300												
7/19/2016 Moore & Dorsey Conservation Easement												160,000		
8/16/2016 Victim Witness Grant Carryover		1,304												
10/18/2016 Handsome Brook Grant							200,000							
10/19/2016 Planning Commissioner Training		1,750												
Revised Appropriation	45,808,412	9,734,741	1,546,124	1,097,426	22,137,428	838,400	1,155,162	4,412,000	251,700	3,815,812	592,619	190,000	20,000	17,000
Change to Appropriation	372,354	12,354	0	0	0	0	200,000	0	0	0	0	160,000	0	0
Original Revenue Estimate	15,701,573	3,091,611	1,023,207	550,456	9,822,991	838,400	0	154,000	0	178,908	2,000	20,000	20,000	0
<i>Adjustments:</i>														
7/19/2016 Moore & Dorsey Conservation Easement VDACS												80,000		
7/19/2016 Moore & Dorsey Conservation Easement CE FB												80,000		
8/16/2016 Victim Witness Grant Carryover		1,304												
10/18/2016 Handsome Brook Grant							200,000							
Revised Revenue Estimate	16,062,877	3,092,915	1,023,207	550,456	9,822,991	838,400	200,000	154,000	0	178,908	2,000	180,000	20,000	0
Change to Revenue Estimate	361,304	1,304	0	0	0	0	200,000	0	0	0	0	160,000	0	0
Original Local Tax Funding	29,734,485	6,630,776	522,917	546,970	12,314,437	0	955,162	4,258,000	251,700	3,636,904	590,619	10,000	0	17,000
Revised Local Tax Funding	29,745,535	6,641,826	522,917	546,970	12,314,437	0	955,162	4,258,000	251,700	3,636,904	590,619	10,000	0	17,000
Change to Local Tax Funding	11,050	11,050	0	0	0	0	0	0	0	0	0	0	0	0

Italics = Proposed actions

Charles "Chip" Schutte - Aye
David Weiss - Aye

4. ERP Update.

a. Citizen Self-Service.

This module is still functioning in a limited fashion for the limited group of citizens (a half dozen employees) that are set up to access it. On-line payment capability is quite complicated but should be available soon. Its functionality will then be tested, and we can begin to slowly roll out the capability to those citizens who want it.

Tom Judge briefly reviewed.

b. Permits and Code Enforcement

The Building Department's participation remains unclear.

David Ash advised that the Building Department anticipated a November 1 start with the understanding that it had received a large number of new construction permits. He further stated that the Building Department asked for assurance that it would not be chastised for what it could not accomplish during Munis implementation.

Gordon Russell suggested review of reporting requirements.

David Ash advised that the Building Department provided a great number of reports to various agencies, as well as citizens.

Tom Judge advised that funds were available for training if necessary.

c. Utility Billing

This module was scheduled to go live July 14, but was belatedly suspended when it was learned that the system could not accommodate the CCSA rate structure. The CCSA has revised its rates and we are rescheduled to go live in January. We are scheduling a date in early November to clear up outstanding issues prior to go live.

Tom Judge briefly reviewed.

d. Taxation

Tyler cancelled the initial scheduled meeting to discuss data conversion. This has been rescheduled for October 28.

Tom Judge briefly reviewed.

e. Upgrade from Munis 10.5 to Munis 11.2

The upgrade took place October 4. The upgrade caused configuration problems on client computers, but Government and School IT departments were quick to respond. Tyler should have informed us of this in advance. A small number of employees have taken advantage of the self-learning opportunities offered by Tyler University.

Tom Judge briefly reviewed.

f. Commonwealth Computers

Computers maintained by the Commonwealth, including General District Court, Juvenile Court, Clerk of the Circuit Court, and Social Services are operating old applications that rely on old versions of the internet explorer browser. Munis requires newer versions of IE. Government IT plans to install Munis dedicated computers at these locations rather than continuing to work through the Commonwealth to resolve configuration problems.

Tom Judge briefly reviewed.

Gordon Russell indicated that it would cost approximately \$260 per computer with two computers per agency.

g. Virginia Munis Users Group

A statewide meeting of Virginia Munis Users will take place November 15. Two JAS employees will attend. All users have been informed of the opportunity.

Tom Judge briefly reviewed.

h. Employee Self Service (ESS)

This website is now available to all employees. It shows pay/tax information, leave balances, allows time off requests for some agencies, allows time entry for some agencies, and provides links to VRS, Anthem, benefits forms, new employee packets, etc. It also displays announcements and required legal notices. JAS is now directing staff to this site for employee communication. We are learning how this site can be used for open benefits enrollment, employee evaluation, and maintenance of certification.

Tom Judge briefly reviewed.

Chuck Bishop questioned how the posting of notices would be communicated to staff.

Tom Judge stated that he didn't think the system could generate a notice; however, if the matter was time sensitive, his office could initiate an email notice.

5. VRS Hybrid Retirement Plan: default employee contribution.

Every three years ICMA will automatically increase voluntary employee contributions unless an employee opts out. The first such autoescalation is January 1, 2017. The opt out period is October 1 to December 15. We have notified the 69 employees and will do so twice more.

Tom Judge briefly reviewed.

David Ash questioned withdrawal after the opt-out period.

Tom Judge was not certain that discontinuation would be permitted.

6. Flexible Benefits Plan Adopting Resolution.

Please adopt the attached [below] resolution formalizing our flexible benefits plan. Our original plan was adopted many years ago and signed copy cannot be found. In addition, Federal law has changed since that time. This plan does not change the terms of our current flexible benefits plan.

Tom Judge summarized the requested action.

Chuck Bishop, seconded by Chip Schutte, moved to adopt the resolution as presented. The motion carried by the following vote:

David Ash	-	Aye
Chuck Bishop	-	Aye
Sharon Keeler	-	Aye
Charles "Chip" Schutte	-	Absent
David Weiss	-	Absent

ADOPTING RESOLUTION

The undersigned authorized representative of Clarke County (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on October 24 and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Cafeteria Plan including a Health Flexible Spending Account and Dependent Care Flexible Spending Account effective September 1, 2016, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of Clarke County Flexible Benefits Plan as amended and restated, and the Summary Plan Description approved and adopted in the foregoing resolutions.

Date: _____

Signed: _____
[print name/title]

7. Move to Primary

The Board of Supervisors directed JAS to accept the invitation of the School Division to occupy offices at the Berryville Primary school. The expected move date is August 2017.

Tom Judge briefly reviewed.

David Weiss provided a brief summary of the Board of Supervisors action to approve the move. He asked that policies be developed to address various concerns raised by the Supervisors.

8. Special Needs for members of the Hybrid Retirement Plan

The Hybrid Retirement plan has several moving parts, and it is clear that few members of this plan understand it. As the number of employees grows the impacts on management, employees, and the payroll office are becoming clear. A particular example arose recently whereby a hybrid member on medical leave was unaware of their disability insurance policy. The issue was only discovered by payroll via the "grapevine" and rectified in "crisis mode" during payroll processing.

Because payroll often learns of such situations long after the fact, management and employees will need to proactively pursue their benefits on the front end, and sort through the implications for leave accrual before the event. Other poorly understood issues are: investment choices, employer matches, and arrears contributions.

Tom Judge suggested instructing hybrid employees to check forms provided on line or to contact VRS. He opined that the burden lies with the employee to navigate the system to address their individual needs.

Chuck Bishop commented that it was his understanding that the hybrid plan restricted the amount of leave an employee could bank.

Tom Judge responded that he believed hybrid employees could bank thirty days.

Chuck Bishop and Tom Judge agreed that hybrid plan policies were complex.

David Ash suggested that a policy be established and employees provided options without recommendation.

It was noted that not all employees were assigned County email addresses. Tom Judge put forth that he believed that his office had email addresses for all employees.

9. Part-time employee

We are seeking part time assistance for payroll over the next several months. The funds are budgeted and are needed due to: hybrid default, early December payroll, ACA reporting, and W2 processing. In addition, the threat of reporting penalties from IRS, VRS, and ICMA continues to make the situation risky. We were able to avoid hiring PT last year, despite implementing a new system, only by delaying other responsibilities and assisting payroll, but we are no longer able to do so.

Tom Judge summarized his agency's request.

10. Next Meeting

The next regularly scheduled meeting is set for Monday, November 28, 2016.

11. Adjournment

At 1:56 pm, **Chip Schutte, seconded by David Ash, moved to adjourn the meeting. The motion carried by the following vote:**

David Ash	- Aye
Chuck Bishop	- Aye
Sharon Keeler	- Aye
Charles "Chip" Schutte	- Aye
David Weiss	- Aye

Minutes Recorded and Transcribed by Lora B. Walburn

Clarke County Board of Supervisors

Government Projects Update

Clarke County Board of Supervisors

Miscellaneous Items

Clarke County Board of Supervisors

Summary of Required Actions

**Board Member Committee Status
Reports**

Clarke County Board of Supervisors

Closed Session

Clarke County Board of Supervisors

Adjournment

Clarke County Board of Supervisors

Reports:

- 1. Regional Library**
- 2. Virginia World War I And World War II Commemoration Commission Special Tribute Program Planned For December 8 at UR' s Robins Center**

SEP 30 2016



Clarke County

Director's Report to the Library Board For August 2016

Submitted September 20, 2016

Valley Reads Summer Reading Program Finale

An outstanding summer program of reading and learning concluded on August 13 with a Finale event at the Taylor Pavilion in downtown Winchester. Record-keeping for children, teens and adults was online and resulted in a 30% increase in participation. There was an increase in 10,000 hours of reading over 2015. Library programs encouraged reading, and library staff joined in a force to promote the importance of reading during outreach events and at all service desks. Many local agencies and businesses supported the reading program.

At the Finale program, staff invited a couple who were passing by to attend the outdoor program. The lady politely declined. Reaching into her purse, she said that she would like to make a donation, however. She added that her son, who is 26 years old, is a neuroscientist, and his success was due to public libraries.

Volunteers Make a Difference

Summer means more programs, more book checkouts, more people in the libraries, and more hands are needed to keep things running smoothly. The library system's faithful volunteers are always up to the challenge. During June, July, and August, volunteers donated 5,200 hours for Archives, Friends' programs, used book sales, and, of course, youth programs. Youth volunteers, who range in age from 12 to 17, help with summer reading registrations, shelving books, and preparing materials for programs. For many of them, library volunteering is their first work experience, and they learn valuable inter-personal and work skills. Some teens serve as volunteers every summer until graduation.

Repairs Made at Libraries

The much anticipated repair of the east porch of Handley Library began on August 15. The city of Winchester has handled the planning and coordination with contractors on this project. Because the porch is also the accessible entrance to the library, construction staff have been very accommodating to ensure convenient access to the building at all times. The city anticipates the repair taking approximately four weeks.

At Bowman Library, Frederick County had a large portion of the parking lot at Bowman Library repaved from August 29 through 31. The new pavement eliminates some potholes and cracks that had developed from regular use over the past sixteen years.

Month at a Glance

31,737	Library visitors
72,044	Checkouts of books & materials
4,936	Checkouts of eBook, eMagazine, audiobook
85	In-house Library programs
2,550	Attendance at in-house Library programs
5	Outreach programs (presented outside the library)
306	Attendance at Outreach programs

Organizations that helped sponsor or participated in August programs

Abundant Life
Blue Ridge Dog Training Club
Clarke County Parks and Recreation
Clarke County Public Schools
Frederick County Public Schools
Indian Hollow Elementary School
Literacy Volunteers of Winchester
Mandarin ABC School
Martin's Food Stores
McDonald's of Stephens City
McDonald's of the Greater Washington Area
Nerangis Corporation
Shenandoah County Libraries
Shenandoah Valley Chess Club
TechTeam Solutions
Therapy Dogs, Inc.
Voter Registration
Westminster-Canterbury
Winchester Book Gallery
Winchester-Frederick county Historical Society
Winchester Parks and Recreation
Winchester Public Schools

Outreach—where library staff went in August

Family History Program
Handley High School
James Wood High School
Shenandoah County Public Library
Museum of the Shenandoah Valley

**BECAUSE
LEARNING TO READ
COMES BEFORE
READING TO LEARN**

TRANSFORMING THE COMMUNITY

Expanded youth services programs to year round:

- Discovering Science @ Your Library, a STEM program.
- Teen writing workshop at Handley Library.
- Spanish language class weekly at Bowman Library.

Expanded reading programs with community partners:

- Valley Reads, summer reading program with 14 partners, 30% increase in sign-ups.
- Adult summer reading program, 500 participants reading 1,807 books.
- Winter reading program, 40% increase with help from Chick-fil-A.

Expanded services for adults:

- Value Line, an online investment resource.
- Free income tax preparation assistance with AARP Tax-Aide program.
- Workshops for using electronic devices.
- Community Health Forum series, panel discussions of current health topics.

**BECAUSE
THE SHARING
OF INFORMATION
SHOULD BE FREE**

HANDLEY REGIONAL LIBRARY IN FY2016

Library Visitors: 321,646

Computer Sessions: 42,730

Cardholders: 60,184

Programs: 1,164

Print Materials Checked Out: 796,322

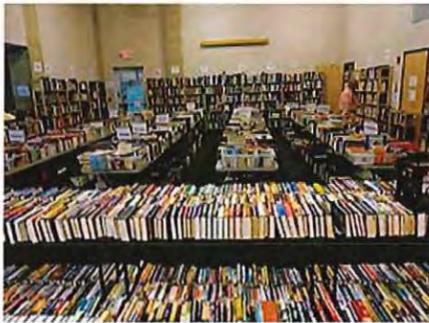
Program Attendance: 38,937

Digital Downloads: 58,671

Meeting Room Bookings: 299

Reference Questions: 69,100

Volunteer Hours: 13,463



SOME OF OUR COMMUNITY PARTNERS

- | | |
|-------------------------------------|---------------------------------|
| Friends of Handley Regional Library | Shenandoah Astronomical Society |
| Blandy Farm | Shenandoah University |
| Blue Ridge Kiwanis | Winchester Film Club |
| Blue Ridge Legal Services | Winchester-Frederick County |
| Literacy Volunteers Winchester Area | Historical Society |
| Museum of the Shenandoah Valley | Workforce Solutions (LFCC) |

**BECAUSE EMPLOYERS
WANT PEOPLE WHO
KNOW THE DIFFERENCE
BETWEEN A
WEB SEARCH AND
RESEARCH**

TRANSFORMING THE LIBRARY

Improved technology

- Faster Internet searches with expanded bandwidth from 30 mbs to 100 mbs.
- Portable MiFi hotspots for offsite programs and library card sign-up events.

Improved services

- Thursday afternoon hours until 5:00 p.m., effective May 26.
- New selections for browsing because of floating collections for music CDs and audiobooks in the libraries.
- Funding resource for non-profits and individuals through Foundation Directory Online.
- New RefUSA online market research tool for consumer and business needs.

Received a bequest from the estate of Dorothy Robinson, the largest gift ever received by Handley Regional Library.

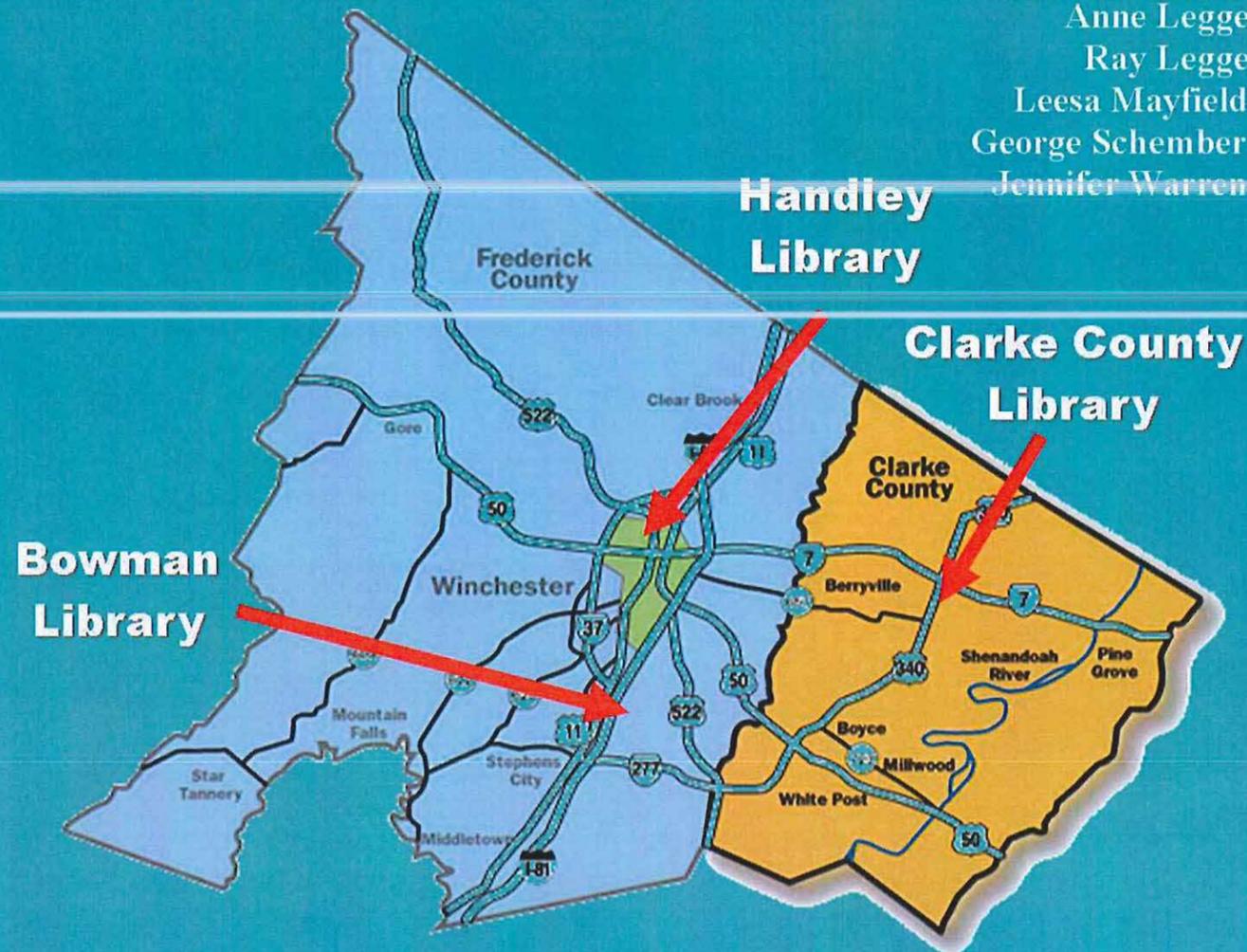
**BECAUSE
NOT EVERYONE HAS
INTERNET ACCESS
OR A PRINTER
AT HOME**

Library Board

Judy K. Lloyd, Chair, Winchester
Carole Fox, Vice Chair, Frederick County
Lisa McCoig, Treasurer, Winchester
Eugene Schultz Jr., Secretary, Winchester
John Clawson, Frederick County
Tracy Drumheller, Frederick County
Brian Hester, Frederick County
Tamara Myer, Clarke County
Gar Sydnor, Winchester
Larry Sullivan, Frederick County

Friends of HRL Board

Wayne Saunders, President
Marcus Lemasters, Vice President
Jackie Koirtyohann, Treasurer
Tara Cahak, Secretary
Ted Ahrens
Chrissie Beck
Joan Bronson
Mike Cahak
Ryan Gilpin
Susannah Godlove
Terry J. Kellas
Anne Legge
Ray Legge
Leesa Mayfield
George Sember
Jennifer Warren



HANDLEY REGIONAL
LIBRARY



ANNUAL REPORT: FISCAL YEAR 2015-2016

Bowman Library
Clarke County Library
Handley Library
www.handleyregional.org

OCT 21 2016



Director's Report to the Library Board for September 2016

Submitted October 18, 2016



A young customer releases a Monarch butterfly. Handley Library Youth Services staff nurtured about 25 butterflies for several months as a STEM project for youth.

Shenandoah University during September 28-30. In addition to these events, library staff worked with local schools Handley High and Evendale Elementary to give library cards to students. Staff talked with over 700 people and gave out over 500 new library cards during the month.

ReferenceUSA

from [Infogroup](#) Reference Division

This new library service provides access to accurate and complete business and consumer data for job seekers, small business owners, marketing professionals, and researchers. Find jobs postings and use their comprehensive job tools such as resume-writing and interviewing tips. Available at library locations on the public computers or bring your own device and use Wi-Fi.

Snoopy delivers pet food to shelter

Library customers generously donated pet food to Bowman Library for "Paws for a Cause" during September. Snoopy, honorary chair of Library Card Sign-up Month, and library staff member Cheryl McKelvey delivered a van load of supplies to the Esther Boyd Animal Shelter on September 29.

Recent Donations

JoAnn Logan Larrick in memory of J. Warden Jenkins;
Constance Wagner in memory of Robert Paul Wagner;
Patricia MacVean in memory of George Quinsinberry; Sarana and Mark Donaldson in memory of Richard Selzer; Joel Risch, Richard Smith, Elsie Risch in memory of Philip Herskowitz;
Dan Ritchie; Joy Costello; Allen Properties; Clarke County



Snoopy snuggles with a kitty after delivering donated supplies to the Esther Boyd Animal Shelter.

Library; Nerangis Enterprises, Inc.; NRVII, LLC; Alamo Draft House Cinema. For the Endowment Fund: John Dresely; Suresh and Puspa Tijoriwal

Month at a Glance

25,607	Library visitors
66,468	Checkouts of books & materials
4,812	Checkouts of eBook, eMagazine, audiobook
68	In-house Library programs
1,879	Attendance at in-house Library programs
10	Outreach programs (presented outside the library)
828	Attendance at Outreach programs

Organizations that helped sponsor or participated in programs

Abundant Life	McDonalds
Alamo Draft House Cinema	Mountain View Christian Academy
ThinkTank	Museum of the Shenandoah Valley
Bank of Clarke County	PAWS for Reading
Blue Ridge Dog Training Club	Reader Swartz Architects, P.C.
Celebración	Shenandoah Arts Council
Clarke County Parks and Recreation	Shenandoah County Libraries
Clarke County Public Schools	Shenandoah University history class
Daughters of the American Revolution	Shenandoah Valley Chess Club
Discovery Preschool	Shenandoah Valley Discovery Museum
Fairfax County Public Libraries	Sneakers Educational Childcare Center
Frederick County Public Schools	Sonic/Arby's/KFC
Friends of Handley Regional Library	Sonshine Learning Childcare Center
Groves's Winchester Harley Davidson	Therapy Dogs, Inc.
HandyMart	Voter registration volunteers
LaLeche League of Winchester	Winchester Parks and Recreation
Literacy Volunteers Winchester Area	Winchester Public Schools
Mandarin ABC School	<i>Winchester Star</i>
Martin's Food Stores	Winchester-Frederick County Historical Society

Outreach—where library staff went in September

Alamo Drafthouse Cinema
Celebración of Winchester, Old Town Winchester
Clarke County Farmers' Market
Esther Boyd Animal Shelter
Evendale Elementary School
Golden LivingCenter
Handley High School
Mexican Consulate visit at Shenandoah University
Museum of the Shenandoah Valley
Parks and Pets event at Sherando Park

VIRGINIA WORLD WAR I AND WORLD WAR II COMMEMORATION COMMISSION



NEWS RELEASE



October 4, 2016

FOR IMMEDIATE RELEASE

Contact: Cheryl Jackson, (804) 786-3591, ext. 276 (cjackson@dls.virginia.gov)

WWII 75th Anniversary Commemoration Pays Tribute to Veterans

Special Tribute Program Planned For December 8 at UR's Robins Center

RICHMOND, VA – Registration is now open for a statewide tribute to World War II veterans that will take place on Thursday, December 8, 2016, at the University of Richmond's Robins Center from 9:30 a.m. to noon, when the Virginia World War I and World War II Commemoration Commission will host *Dawn of Infamy: America Goes to War*.

The program is free and open to the public, but pre-registration is required by November 15. To register, visit www.VirginiaWorldWarII.org/2016tribute or call Lily Jones at (804) 786-3591. Lunch will be provided for all attendees. Veterans are encouraged to register early.

The date marks the 75th anniversary of the United States' entry into World War II on December 8, 1941, following the previous day's attack on Pearl Harbor—an event that launched the nation into a worldwide conflict that had been raging for two years. In the years that followed more than 400,000 Americans, over 11,000 of whom were Virginians, gave their lives, while millions of others put their lives at risk.

“It is with immense gratitude that we recognize the veterans who fought for our freedom during World War II,” said Delegate M. Kirkland Cox, who serves as Chairman of the World War I and World War II Commemoration Commission. “We are honored to commemorate this anniversary in the presence of the very men and women who, 75 years ago, went into war with no guarantee that they would return.”

“The Virginia War Memorial and Department of Veterans Services is honored to participate in this special commemoration of World War II veterans,” said John Newby, Commissioner for the Virginia Department of Veterans Services. “These members of ‘the Greatest Generation’ were the determining factor in winning the war, rebuilding the American economy and creating historic achievements that to this day are unsurpassable.”

(more)

WWII 75th Anniversary Tribute Program To Veterans, Page 2

Dawn of Infamy will feature an Honor Parade of World War II veterans and a special recognition ceremony, remarks by dignitaries, and a keynote address from Pulitzer-Prize winner and military historian Rick Atkinson, author of the New York Times best-selling *Liberation Trilogy*, a narrative history of America's role in the liberation of Europe during World War II. The event will be livestreamed, with simultaneous ceremonies happening across Virginia.

Calling the event a “celebration of victory and recognition of the victors,” University of Richmond Chancellor E. Bruce Heilman, who joined the U.S. Marines in 1944 and fought at Okinawa, will lead the Honor Parade. “As a veteran of World War II, my life during and since that experience has been blessed with the satisfaction of having served my country when it made a difference. Now, 75 years after its beginning, I take pride in this special tribute taking place at the University of Richmond where I have, for 46 years, served as President and Chancellor.”

The Commission’s new mobile exhibit, *Profiles of Honor*, will be open for visitors outside the Robins Center, and a number of partner organizations will be present, including museums across the state. Among them is *Voices of Freedom*, a mobile recording studio set up by the Americans in Wartime Museum to record oral histories from veterans of all conflicts. VCU’s Virtual Curation Laboratory will also be onsite to demonstrate 3D scanning and printing of artifacts, showcasing the project’s 3D-printed World War I and World War II object replicas.

About the Virginia WWI and WWII Commemoration Commission

The Virginia World War I and World War II Commemoration Commission was created by the Virginia General Assembly during its 2016 Session by expanding the existing World War II 75th Anniversary Commission to include programs and observances marking the 100th anniversary of World War I.

Over the next four years, the Commission will carry out programs to recognize the 75th anniversary of World War II and the 100th anniversary of World War I, which begins in April 2017.

Among the Commission’s projects are a mobile tour—*Profiles of Honor*—that will debut on December 7 and bring an interactive exhibit to sites across Virginia, and a statewide teacher symposium. For more information on the Commission and its projects, visit www.VirginiaWorldWarI.org and www.VirginiaWorldWarII.org.

###