

May 21, 2024

Clarke County Board of Supervisors
Regular Meeting
Main Meeting Room

1:00 pm

At a regular meeting of the Board of Supervisors of Clarke County, Virginia, held in the Berryville Clarke County Government Center, 101 Chalmers Court, 2nd Floor, Berryville, Virginia, conducted on Tuesday, May 21, 2024, at 1:00 pm.

Board Members Present: (Afternoon & Evening Sessions)

Douglas Shaffer - Berryville District
Terri T. Catlett - Millwood/Pine Grove District
Doug Lawrence - Russell District
Beverly B. McKay - White Post District
David S. Weiss - Buckmarsh/Blue Ridge District

County Staff Present:

(Afternoon Session) Chris Boies, Catherine Marsten, Cathy Kuehner, Lorien Lemmon, Brandon Stidham, Barbara Bosserman, Danielle Ritter, Wayne Whetsell, Pam Hess

(Evening Session) Chris Boies, Cathy Kuehner

Constitutional Officers / State Offices / Other Agencies Present:

(Afternoon Session) Chief Deputy Sheriff Patricia Putnam, Ed Carter

(Evening Session) Chief Deputy Sheriff Patricia Putnam

Press: (Afternoon Session) Mickey Powell – Winchester Star

Others Present:

(Afternoon Session) Jessica Smith, Jay Arnold, Nathan Stalvey, Cynthia Schneider, Ashley Harrison, Jennifer & Larry Summers, John Holmes, Hunter Dickinson, Jeff Hinson

(Evening Session) Randy Buckley

1) *Call to Order*

Chairman Weiss called the meeting to order at 1:01 pm.

Chairman Weiss introduced Mr. Douglas Shaffer, who was appointed to the Board as the Berryville District Supervisor on May 13 and will serve until the special election is held in November.

2) *Adoption of Agenda*

Supervisor McKay moved to adopt the agenda as presented. The motion carried by the following vote:

Douglas Shaffer	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

3) *Citizen’s Comment Period*

John Holmes of Oakleaf Lane in Bluemont

The last time I was here, a couple months ago, we were talking about Route 7. Specifically, the 2.5 miles of what I call the most dangerous road in the county or the most dangerous part of Route 7 that I know: the top of the mountain on down. My petition at that time to the Board was that we did not have sufficient turning lanes. In the words of Adam Campbell, our VDOT District Planner, the turning lanes are “woefully inadequate” for folks that live in the area to get on and off Route 7.

I have been doing a little research, thanks to the great information available on the VDOT website. Since the beginning of 2024, there have been 100 accidents in the county and 31 of those have been within that 2.5-mile stretch. That is almost a third of all accidents in the county. There were at least four accidents that included injuries. Four accidents happened right in front of Retreat Road, which is where the fire department is—they are close by, but it could block the road for emergency services coming in and out. One of those is also possibly a fatality. I am a little doubtful on all the data, because I know there was an accident there last week that has not registered on the VDOT website, but maybe they are just a little behind updating it.

I do know that the planners and supervisors are working on a big project for Route 601 for traffic easement coming off the mountain. They estimate that there are over 600 trips per day coming on the mountain from Bear Chase, Bear’s Den, and folks commuting. I did a rough estimate of the neighborhoods and feeder roads coming in and out on Route 7 and there are at least 600 trips coming. I think it would be

good for VDOT and the county to look at having proper inlets and outlets, because right now they are not sufficient. The project UPC112899 for Route 7 – we are really appreciative for that. When I was here last I did not know that it was on the books and I am super grateful, I hope they complete it and I hope they finish up lines for that area. I think that the shoulders they have added are going to greatly improve and help reduce the runoff road collisions. I will be back in a quarter and report to you the data as I find it.

I want to thank the Board for resolution 2024-04R, regarding the conservation and preservation of the Clarke County Fairgrounds for the benefit of the county and the citizens and the culture of our county. I would like to give a personal endorsement for Ms. Leslie Melanson, who is on the agenda today for reappointment to the Regional Airport Authority.

Cynthia Schneider of Winchester

I am the CEO of the Top of Virginia Regional Chamber. I have been in my role for four years but I was not able to get out and do as much in the community during the first couple of years. My background the business world began right here in Clarke County where I helped to build a business from the kitchen table to a multi-million-dollar national company. After twenty years, they had to move to Frederick County because they outgrew our bar here. I have a real heart for Clarke County and what goes on here.

I wanted to come today to make sure that you were all aware that Clarke County is part of the Top of Virginia Regional Chamber. Clarke County is what took us to being “Top of Virginia”; their first ninety years were “Winchester-Frederick County Chamber”, then when we joined forces with Clarke County we became the Top of Virginia Regional Chamber. Our chamber represents over 860 businesses in the region; many of them are here in Clarke County. We also, this year, are lucky to have Nathan Stalvey as a representative of Clarke County on our Board of Directors. Some great collaborations are taking place and you will hear more about that in about a month. The “Voice of Business” is a directory that we put out every year to help promote our businesses. The chamber is trying to be a stronger voice for business, so we are advocating for our businesses and helping them get connected to the right legislators. We are watching what is happening in local government so that we can help contribute to supporting the work that you are doing. We ask you look to us to help be a voice when you need support for something so we can build these relationships.

The chamber will be landing in the west wing of the new terminal at the Winchester Regional Airport with our new offices. This puts us right in the hub of our region and gives all of our businesses very central access.

Chairman Weiss

- Thanked Ms. Schneider for the work that the Top of Virginia Regional Chamber does in the area.

4) *Litter Committee Award – Environmental Advocate of the Year*

Chair of the Litter Committee, Ashley Harrison, presented the annual Environmental Advocate of the Year award to Jennifer and Larry Summers in recognition of their marvelous volunteer work at community litter pick up events and their dedication to the mission of the Clarke County Litter Committee.

5) *VDOT Update*

Residency Administrator Ed Carter provided the following update on VDOT activities during the month of May:

Maintenance Items

- Completed grading and stone application cycle on all stabilized roads and applied dust control.
- Performed sweeping operation in the towns of Berryville and Boyce.
- Repaired shoulders on Route 50 and will continue on Route 7 and Route 657 (Senseny Road).
- Conducted ditching and pipe cleaning operations on Route 642 (Chrismore Road) and Route 646 (Nation Springs Road).
- Will be patching on Route 621 (Lockes Mill Road).
- Contractors picked up 3,245 bags of litter and VDOT has begun spring mowing on primaries that are not treated with plant growth retardant (PGR).

Board Concerns

- Route 7 shoulder widening and rumble strip construction is underway from the bridge to Route 601; both east and west lanes will be done as a safety project.
- Route 621 Lockes Mill Rural Rustic Project is underway.
- Paving (plant mix) is scheduled for Route 601 (Raven Rocks Road), Route 679 (Pine Grove Road), and Route 611 (Summit Point Road).

Supervisor Catlett

- Shared a constituent’s request that something be done about high traffic speeds on Route 601, specifically the section closer to Route 50.
 - Mr. Carter replied that the speed was set at 40mph on that road in 1964. VDOT has taken speed samples on that road on several occasions in response to complaints. The last sample was taken in April 2024 and showed that 85% of the people on that road were driving 55mph. The chances of lowering the speed limit are nil. If a 40mph speed limit is not going to be enforced, then neither would a 35mph limit.
- Further shared that, if the speed limit is not going to change, then the constituent requests more enforcement.
 - Ed Carter responded that it is a difficult area for law enforcement because there are no good areas to monitor radar or for traffic stops. Mr. Carter offered that VDOT can conduct a speed study on Route 601 but cautioned that speed studies do not always result in speed reduction, because it depends heavily on how fast traffic is comfortably driving it. A speed study could easily mean that the speed would increase, though that is unlikely in this case due to the geometrics.

Chairman Weiss

- Asked about the cost of a speed study.
 - Mr. Carter answered that there is no cost to the county but that the road must have at least 500 trips per day.

Supervisor McKay

- Inquired about the number of accidents around Route 601.
 - Ed Carter advised that there is not a high average of accidents there; the problem is that people want to walk on that road but it is not a good pedestrian facility.

6) *Fire & Rescue Advisory Group (FRAG) Update*

FRAG Chair Jessica Smith presented the following:

- The Clarke County FRAG was developed by collaboration among staff and volunteers from all three companies.
- The group was created by direction of the Board of Supervisors in August 2022 and held their first meeting in September 2022.
- Group membership includes two representatives from each company, including their president and volunteer Chief, the county’s Chief of Fire, EMS, & Emergency Management, a career representative, and a citizen representative who serves as the group’s Chair.

- The FRAG meets on the 4th Monday of every month and have held 17 meetings since inception and have approved 43 standing SOPs and SOGs.
- Three committees have been created to work on the group’s goal of identifying shortcomings: the Training Committee, the Recruitment & Retention Committee, and an EMS Committee.
- Participants engage in frank and robust discussions with the decision-makers in the room. Communication and cooperation with the Emergency Communications Center (ECC) and mutual aid companies has increased.
- Completed projects include: a master list of authorized providers, a master EMS supply request, a fuel report, a failure report, our OMD agreement, an infection control plan, hose testing, fit testing, grant monies/allocations/budgets, staffing allocations, five-year statistics, dry hydrant project, new equipment, maintenance, cooperative training, emergency operations plan, recruitment and retraining personnel, portable radio replacement, radio system upgrades, and SCBA replacement.
- The FRAG is currently in the process of updating the Fire & Rescue Agreement.

Chairman Weiss

- Noted that the FRAG was part of a multi-step, gradual process to move away from the Fire & EMS Commission, at the request of the three companies. The Board is grateful for Mrs. Smith’s leadership of that group.
 - Chief Whetsell concurred and added that Mrs. Smith has a wealth of experience and has been doing a fantastic job as Chair.
 - Jessica Smith added that having the decision-makers in the room has made a big difference and has greatly contributed to the group’s accomplishments.
- Further shared that the FRAG was created to encourage cooperation among the three companies. It seems to be successful in doing so and the Board is very appreciative of that.

7) *Approval of Minutes*

Supervisor McKay moved to approve the minutes of the April 8, 2024 special meeting, the April 16, 2024 regular meeting, and the May 2, 2024 special meeting as presented. The motion carried by the following vote:

Douglas Shaffer	-	Abstain
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

8) *Set Public Hearing: Clarke County Code Chapter 148 Soil Erosion & Sediment Control Text Amendment (PH2024-09: CC2024-02)*

County Administrator Chris Boies presented the following:

- The state requires localities to have an erosion & sediment control program and Chapter 148 of the county code is the current ordinance in place.
- Based on some changes made at the state level, the model ordinance for localities has changed so Chapter 148 needs to be updated to reflect the new model.
- Staff proposes to repeal the existing Chapter 148 and replace it entirely with the new model ordinance; nothing more stringent than the state guidelines is proposed.
- Localities have an option to implement their own stormwater management program. The county’s stormwater management program is currently handled by the Virginia Department of Environmental Quality (DEQ) and that would continue unchanged.
- There would be minimal changes for citizens under the proposed ordinance rewrite.
- The Town of Berryville, as is their option, manages their own erosion & sediment control program. This ordinance would not apply within town limits.
- This ordinance would apply outside to land disturbance activities over 10,000 square feet and up to one acre. Anything over 1 acre would be handled by DEQ.
- The changes that the state made will go into effect on July 1 and staff proposes the Board authorize a public hearing for June 18.

Vice Chair Catlett moved to set a public hearing on the proposed Clarke County Code Chapter 148, Soil Erosion & Sediment Control, text amendment for June 18, 2024 at 6:30 pm or as soon thereafter as the matter may be heard. The motion carried by the following vote:

Douglas Shaffer	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye

David S. Weiss - Aye

9) *Board of Supervisors Personnel Committee Items from May 13, 2024*

A. Expiration of Term for Appointments Expiring through July 2024

2024-05-13 Summary: Following review, the Personnel Committee recommends the following:

- Appoint Mackenzie Collins to fill the unexpired portion of Adeela Al-Khalili's term on the Library Advisory Council, expiring April 15, 2026.
- Reappoint Wayne Armbrust to the Clarke County Sanitary Authority for a four-year term expiring June 30, 2028.
- Reappoint Maryam Tabatabai to the Laurel Ridge Community College Board for a four-year term expiring June 30, 2028.
- Reappoint Leslie Melanson to the Regional Airport Authority for a four-year term expiring June 30, 2028.

B. Discuss Board of Septic & Well Appeals Membership

2024-05-13 Summary: Following review, the Personnel Committee took no action.

2024-05-21 Action: Chris Boies reviewed the above summary.

- Planning & Zoning staff is currently working on a proposed update to the Code of Clarke Chapter 143, Septic Systems, which governs the Board of Septic & Well Appeals (BSWA).
- The BSWA membership is currently one Board of Supervisors member, one Planning Commissioner, and one citizen. The Committee supports adding 2 additional citizen member positions to that Board.
- That proposed code update will come before the Board of Supervisors later this summer.

Chairman Weiss

- Offered the Board's condolences to Ms. Al-Khalili on the recent passing of her son.

Supervisor McKay moved to approve the recommendations of the Personnel Committee as presented. The motion carried by the following vote:

- Douglas Shaffer - Aye
- Terri T. Catlett - Aye
- Doug M. Lawrence - Aye
- Beverly B. McKay - Aye
- David S. Weiss - Aye

10) Board of Supervisors Work Session Items from May 13, 2024

Board of Supervisors Work Session Items
 Berryville/Clarke County Government Center, 2nd Floor
 101 Chalmers Court, Berryville, Virginia 22611
 May 13, 2024, 10:00 am, Meeting Room AB

Board Members Present: David S. Weiss, Matthew E. Bass, Terri T. Catlett, Beverly B. McKay, Doug M. Lawrence

Board Members Absent: None

Officer / Staff Present: Chris Boies, Catherine Marsten, Cathy Kuehner, Brandon Stidham, Sheriff Travis Sumption, Barbara Bosserman, Brenda Bennett

Others Present: William Watson

Press Present: Mickey Powell, the Winchester Star

2024-05-13 Summary: At 10:01 am, Chairman Weiss called the meeting to order.

A. Appoint Berryville District Supervisor

Vice Chair Catlett moved to appoint Douglas Shaffer as the Berryville District Supervisor until the November 5, 2024 special election is certified and the person elected qualifies as such. The motion carried by the following vote:

- Terri T. Catlett - Aye
- Doug M. Lawrence - Aye
- Beverly B. McKay - Aye
- David S. Weiss - Aye

The Board again offered thanks to Supervisor Bass for his service and shared that the candidates who applied for appointment were all well qualified and their individual contributions to their communities are both astounding and appreciated.

B. Frederick Water Agreement

The Board heard an update on the status of the project to bring public water and sewer service to the Double Tollgate area. Frederick Water has submitted a Water & Sewer Infrastructure Funding Agreement for the Board’s consideration. This agreement spells out that Clarke County would be

responsible for 100% of the costs associated with the Double Tollgate Wastewater Pump Station and Force Main project, as 100% of that infrastructure would serve Clarke County, and that Frederick Water is responsible for overseeing the project. The Board previously designated \$3.5 million in Community Facilities fund balance for that project. \$2.5 million of that designation was appropriated in the FY25 budget, which is in line with the bids received.

Clarke County would use a portion of the infrastructure for the Crooked Run Wastewater Pump Station and Force Main project and would therefore be required to pay a portion of the overall project based on a previous usage allocation of 150,000 gallons per day. Under the proposed agreement, Clarke's portion would be the lesser of \$4 million or 25% of the project cost. Frederick Water will be financing the total project cost and Clarke will be responsible for an annual portion of that debt service for twenty years. Frederick Water adopted a differentiated fee schedule for new connection fees and monthly utility bills for users of the system benefiting from this construction. The additional fees collected from Frederick Water customers in Clarke County will be reimbursed to the County as a credit towards the annual debt service amount due.

The County Attorney has reviewed the agreement and did not note any concerns with the language.

By consensus, the Board agreed to consider the proposed funding agreement at their May 21 Regular Meeting.

C. Continued Discussion: Campground Regulations Text Amendment

Planning Director Brandon Stidham reviewed a proposed modification to the campground regulations text amendment. Under the Board's previous direction, the Planning Commission and staff developed language defining a "primitive campground" and use regulations that would allow them to operate with a special use permit as permanent campgrounds with specific conditions designed to minimize any impact to neighboring properties and to the county's rural character.

By consensus, the Board agreed that the Planning Commission should consider setting a public hearing on the modified text amendment.

At 11:19 am, Chairman Weiss adjourned the meeting.

2024-05-21 Action: Chris Boies reviewed the above summary:

- If the county undertook this project alone it would be extremely expensive. Collaborating with Frederick Water saves a lot of money.

Supervisor Shaffer

- Asked if rock costs were included in the bid for the Crooked Run (shared) portion of the project.
 - Chris Boies advised that a rock clause was included on both projects. If rock work is needed, that cost would be handled the same way: Clarke is responsible for 100% of the rock cost on the Double Tollgate station and force main project and 25% of the rock cost for the Crooked Run station and force main.

Chairman Weiss

- Reiterated that this is an important and beneficial project to the county, as it will support economic development in the area the county has designated for growth.
- Further offered compliments to staff and the Board for the thoughtful planning and efforts involved.

Supervisor McKay moved to approve the Water & Sewer Infrastructure Funding Agreement with the Frederick County Sanitation Authority. The motion carried by the following vote:

Douglas Shaffer	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

Note: Due to the volume of materials, all exhibits and other materials referenced in the following agreement were not included in the meeting minutes. These materials are available for review in their entirety in the May 21, 2024 Board of Supervisors Regular Meeting Packet, pages 141 to 332.

Approved June 18, 2024

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**WATER & SEWER INFRASTRUCTURE FUNDING AGREEMENT
BETWEEN
CLARKE COUNTY AND FREDERICK COUNTY SANITATION AUTHORITY**

This WATER AND SEWER INFRASTRUCTURE FUNDING AGREEMENT (“**Agreement**”) is entered into as of May __, 2024, by and between CLARKE COUNTY, VIRGINIA, a body politic and corporate and political subdivision of the Commonwealth of Virginia (the “**County**”), and the FREDERICK COUNTY SANITATION AUTHORITY, also a body politic and corporate and political subdivision of the Commonwealth of Virginia (the “**Authority**” and together with the County, the “**Parties**”), which was incorporated by Frederick County, Virginia pursuant to the Virginia Water and Waste Authorities Act, Virginia Code § 15.2-5100, *et seq.*, as amended (“**VWWAA**”).

Recitals.

- R-1.** The Authority presently operates a water system, as defined in the VWWAA, by which it provides treated, potable water to its customers (the “**Water System**”). The Authority also operates a wastewater collection, treatment and disposal system, as defined in the VWWAA, that accepts, transports, treats and disposes of sewage generated by its customers (the “**Sewer System**”).
- R-2.** The Frederick County Board of Supervisors, on October 27, 2021, by Resolution Number 030-21, authorized the Authority to extend the service of the Water System and/or Sewer System beyond the boundaries of Frederick County to meet the needs of residents and businesses in neighboring localities, including residents of the County.
- R-3.** The County desires to make the Authority’s services available to residents and businesses within the areas of the County designated by the Clarke County Board of Supervisors (the “**Board**”), and the Authority is willing to provide its services within those areas of the County to the extent practicable.
- R-4.** The County authorized the County Administrator to reach an agreement with the Authority on the terms under which the Authority may extend public water and/or sewer services to those portions of the County designated by the Board to be eligible for such services from the Authority (the “**Clarke County SWSA**”).
- R-5.** On April 19, 2022, the Board of Directors on behalf of the Authority and the Board on behalf of the County approved the terms reached, which were incorporated into that certain agreement titled “Water and Sewer Services Agreement Between Clarke County and Frederick County Sanitation Authority” (the “**Services Agreement**”), and directed their representatives to proceed with all deliberate speed to the execution of the Services Agreement, which was accomplished on April 28, 2022. The Services Agreement committed the Parties to working cooperatively to enable the Authority to provide public water and sewer services within the County, including by taking all such acts and entering into all such other and further agreements within their powers as may be reasonable,

necessary and appropriate to carry out the provisions and purposes of the Services Agreement.

- R-6.** In furtherance of the Services Agreement, representatives of the Parties negotiated and the Parties hereby enter into this Agreement to, among other things, provide for the development and construction of two (2) pump stations, two (2) force mains, and other related infrastructure to serve the Clarke County SWSA (collectively, the “**Projects**”), and set forth the financing, payment terms, and fees associated with the development and construction of the Projects.
- R-7** The Board of Directors on behalf of the Authority and pursuant to Resolution Number 030-21 of the Frederick County Board of Supervisors, on February 20, 2024, approved a resolution creating a service area known as the Inter-County Service Area (“**ICSA**”), a depiction of which is attached as **Exhibit A**, and which includes the Clarke County SWSA.
- R-8** The Board of Directors on behalf of the Authority and pursuant to Resolution Number 030-21 of the Frederick County Board of Supervisors, on February 20, 2024, also approved the imposition of a unique Inter-County Service Area connection fee (the “**ICSA Availability Fee**”), chargeable at the time of connection to every new connection to the Water System and Sewer System made within the ICSA, and a unique Inter-County Service Area monthly service fee (the “**ICSA Service Fee**”), which shall be applicable to each Sewer System customer account within the ICSA and is in addition to those service charges applicable to customers of the Sewer System outside the ICSA. A copy of this resolution, and of the schedule of fees therein imposed effective March 1, 2024, is attached as **Exhibit B**.
- R-9** To finance the Projects being advanced to serve the Clarke County SWSA, the Parties understand and agree, among other things, that both the ICSA Availability Fee and the ICSA Service Fee, applicable solely within the ICSA (collectively, the “**ICSA Fees**”), impose charges in excess of those applicable to all other customers of the Authority, that the Clarke County SWSA, as the same may be amended, shall be included within the ICSA, and thus that the customers of the Authority within the Clarke County SWSA shall be subject to the ICSA Fees.
- R-10** The Parties further understand and agree that extension of such service to the Clarke County SWSA is in the public interest and that the County shall directly contribute to the funding of the Projects to serve the Clarke County SWSA, as contemplated by the Services Agreement and in accordance with the terms stated herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Authority resolve, covenant and agree as follows:

I. Incorporation of Recitals.

1. The above recitals are hereby incorporated into this Agreement and thereby made a part hereof and binding on the Parties hereto.

II. Charges for Water and Sewer Services to the Clarke County SWSA.

1. The Authority shall be free to fix, charge, adjust and collect fair and reasonable rates, fees, rents and charges, including connection fees and availability fees, within the Clarke County SWSA, the ICOSA, the Water System and the Sewer System, to the full extent of its authority under the VWWAA and other applicable law, as the same may be amended for any legal purpose. The Authority shall be free to increase or decrease the amount of the ICOSA Availability Fee and the ICOSA Service Fee at its sole discretion.

2. Nothing in this Agreement shall limit the Authority's right, power, duty or discretion to impose or adjust rates, fees, rents or charges, including connection fees and availability fees, on some or all customers of the Authority who are located within the Clarke County SWSA that are in addition to those imposed on other customers outside the Clarke County SWSA if the same is determined by the Authority, in its sole discretion, to be necessary and appropriate to cover the costs of infrastructure, services or other costs that result or derive from, serve and/or benefit customers in the Clarke County SWSA in a manner or to an extent not commensurate with customers outside the Clarke County SWSA. Imposition of additional or different rates, fees, rents or charges, including connection fees and availability fees, on some or all customers of the Authority who are located within the Clarke County SWSA shall give rise to no claim by the County under this Agreement or otherwise.

3. The Parties hereto agree that the ICOSA Availability Fee and ICOSA Service Fee herein agreed to and to be established are: (1) fair and reasonable; (2) imposed for the use of, the services furnished by, and for the benefit derived from, the facilities and systems owned, operated and/or financed or to be owned, operated and/or financed by the Authority; (3) adopted in anticipation of and as an inducement to the Authority to undertake the Projects to benefit the entire Inter-County Service Area, including the Clarke County SWSA; and (4) so fixed, and may be so revised to the extent permitted by the VWWAA and other applicable law, to provide funds sufficient at all times to enable the Authority to pay the principal and interest of any and all such financing as it becomes due and reserves therefor and to provide a margin of safety for making such payments.

4. The Parties understand and agree that the Authority has full and sufficient authority to enforce the satisfaction of all rates, fees, rents and charges, including connection fees and availability fees, imposed by the Authority, as provided by the VWWAA, as the same may be amended, and other applicable law. Nothing in this Agreement shall limit the Authority's right, power, duty or discretion to fix, charge, adjust and collect fair and reasonable rates, fees, rents or charges, including connection fees and availability fees, within the Clarke County SWSA, or to limit its right, power, duty or discretion to enforce satisfaction of the same.

5. The County shall, in perpetuity, take all necessary, appropriate and reasonable actions in its power to cooperate with the Authority to enforce the satisfaction of all rates, fees, rents and charges, including connection fees and availability fees, imposed by the Authority for service provided to properties in the Clarke County SWSA, as provided by the VWWAA and other applicable law as the same may be amended.

6. Nothing in this Agreement shall confer on the County any right, power, duty, or discretion to determine any interest in, or any legal responsibility for, the rates, fees, rents or charges, including connection fees and availability fees, imposed by the Authority, whether in the Clarke County SWSA, the ICSA, or elsewhere in the Water System or Sewer System.

III. The Double Tollgate Project.

1. Double Tollgate Project Cost Responsibility: The County shall be responsible for all costs incurred by the Authority for preparation of the Basis of Design Report by Wiley | Wilson dated July 25, 2023 (“**Double Tollgate BOD Report**”), and those arising from any permitting, design, engineering, any and all assessments (including, but not limited to geotechnical and environmental impact assessments), platting, surveys, easement acquisition, and actual construction of the pump station, force main and all appurtenances thereto contemplated by the Double Tollgate BOD Report, as the same may be amended (the “**Double Tollgate Costs**”), which improvements generally shall be located off of Featherbed Road in Clarke County, Virginia (“**Double Tollgate Project**”). A copy of the Double Tollgate BOD Report is attached as Exhibit C.

2. Double Tollgate Project Engineering and Construction Responsibility: The Authority shall be responsible for undertaking, with the full cooperation and assistance of the County, all aspects of the Double Tollgate Project contemplated by the Double Tollgate BOD Report, including all permitting, design, engineering, assessments (including, but not limited to geotechnical and environmental impact assessments), platting, surveys, easement acquisition, and construction activities deemed reasonably appropriate for completion of the Double Tollgate Project. The Authority shall oversee the Double Tollgate Project’s completion.

3. Double Tollgate Project Design, Specifications, Contractor Selection: The Double Tollgate Project design and specifications shall be in reasonable conformity with the Double Tollgate BOD Report. The Authority shall solicit bids for the construction of the Double Tollgate Project from reputable, bonded and insured contractors licensed and authorized to complete such a project in the Commonwealth of Virginia. The Authority shall select a contractor to complete the Double Tollgate Project upon such standard criteria used by the Authority in the ordinary course of business when bidding or selecting contractors for similar projects. Once a bid for the Double Tollgate Project construction is accepted and the contract terms negotiated between the Authority and the selected contractor (the “**Double Tollgate Contractor**”), the Authority will execute any construction contract or other documents reasonably necessary and/or reasonably required by the Double Tollgate Contractor to begin the construction of the Double Tollgate Project in accordance with the Double Tollgate BOD Report (collectively, the “**Double Tollgate Construction Contract**”).

4. Invoicing and Payment of Double Tollgate Costs: The Double Tollgate Contractor shall invoice the Authority for the Double Tollgate Costs. The Authority shall be responsible for timely payment of any invoices submitted to the Authority for a Double Tollgate Cost by the Double Tollgate Contractor or other third-party providing materials or performing services for the Double Tollgate Project (the “**Double Tollgate Invoices**”) pursuant to the terms of any agreement by and between the Authority and the Double Tollgate Contractor and/or other third-party.

a. Upon receipt of a Double Tollgate Invoice by the Authority, the Authority shall promptly bill the County, in accordance with the Authority’s miscellaneous billing procedures, an invoice of all Double Tollgate Costs to be paid by the Authority and the Double Tollgate Invoice (the “**Double Tollgate Contribution Request**”).

b. Upon receipt of a Double Tollgate Contribution Request, the County shall promptly pay such amounts to the Authority, but in all events within thirty (30) days of receipt of the Double Tollgate Contribution Request from the Authority.

c. Should the County not remit payment to the Authority within thirty (30) days of receipt of a Double Tollgate Contribution Request, the County will be charged a late fee in the amount of ten percent (10%) of the unpaid Double Tollgate Contribution Request.

d. The Parties understand and agree that the Authority may take whatever action may be necessary, as determined in its sole and absolute discretion, to enforce satisfaction of the Double Tollgate Contribution Request, including, but not limited to, withholding all or any part of the Double Tollgate Reimbursement and denying additional connections to the Water System and Sewer System within the Clarke County SWSA.

5. Reimbursement of Double Tollgate Project Contribution. For purposes of this Section III(5), the Authority shall calculate at the conclusion of its fiscal year: (1) the total amount of Double Tollgate Costs actually paid by the County during the preceding fiscal year, including late charges, if any (the “**Double Tollgate Project Contribution**”), and (2) the additional fees collected by application of the ICSA Availability Fee to connections made to the Water System and Sewer System within the Clarke County SWSA, over and above the amount that would be collected from application of the availability fees amount applicable outside the ICSA, during the preceding fiscal year (the “**Double Tollgate Project Fees**”).

a. All Double Tollgate Project Fees collected by the Authority during the preceding fiscal year shall be paid to the County in annual payments (the “**Double Tollgate Reimbursement**”), which payments shall be made or before August 30th of each year, and shall be paid, to the extent of such collections, over a period of twenty (20) years, subject to the limitation in subsection (b) below.

b. In no case shall the Authority be obliged to pay a Double Tollgate Reimbursement when no Double Tollgate Project Fees have been collected during the preceding fiscal year or in an amount in excess of such collection. Moreover, the total amount of the Double Tollgate Reimbursement due from the Authority to the County pursuant to this Agreement shall not exceed the total Double Tollgate Project Contribution made by the County.

IV. The Crooked Run Project.

1. Crooked Run Project Reports: Except as stated in Section IV(5) below, the Authority shall bear all costs incurred by the Authority for preparation of the Basis of Design Report by Wiley | Wilson dated March April 28, 2023 (the “**Crooked Run BOD Report**”) and those costs arising from any permitting, design, engineering, assessments (including, but not

limited to permitting, geotechnical, design and environmental impact assessments), platting, surveys, easement acquisition, and actual construction of the pump station, force main and all appurtenances thereto contemplated by the Crooked Run BOD Report (the “**Crooked Run Costs**”), which improvements generally shall be located on or near Crappie Court, in Frederick County, Virginia (the “**Crooked Run Project**”). A copy of the Crooked Run BOD Report is attached as **Exhibit D**.

2. **Crooked Run Project Design, Specifications and Contractor Selection:** The Crooked Run Project design and specifications shall be in substantial conformity with the Crooked Run BOD Report. The Authority shall solicit bids for the construction of the Crooked Run Project from reputable, bonded and insured contractors licensed and authorized to complete such a project in the Commonwealth of Virginia. The Authority shall select a contractor to complete the Crooked Run Project upon such standard criteria used by the Authority in the ordinary course of business when bidding or selecting contractors for similar projects. Once a bid for the Crooked Run Project construction is accepted and the contract terms negotiated between the Authority and the selected contractor (the “**Crooked Run Contractor**”), the Authority will execute any construction contract or other documents reasonably necessary and/or reasonably required by the Crooked Run Contractor to begin the construction of the Crooked Run Project substantially in accordance with the Crooked Run BOD Report (the “**Crooked Run Construction Contract**”).

3. **Crooked Run Project Engineering and Construction Responsibility:** The Authority shall be responsible for undertaking, with the full cooperation and assistance of the County, all aspects of the Crooked Run Project contemplated by the Crooked Run BOD Report, as modified by the Crooked Run Construction Contract, including all permitting, design, engineering, assessments (including, but not limited to geotechnical and environmental impact assessments), platting, surveys, easement acquisition, and construction activities deemed reasonably appropriate for completion of the Crooked Run Project.

4. **Capacity Limitation:** The County’s share of the Crooked Run Project’s force main capacity shall be limited to 150,000 gallons per day (the “**County Capacity Allocation**”), as measured at the Double Tollgate Project pump station and stated as a monthly average. The Parties understand and agree that the Authority may take whatever action may be necessary, as determined in its sole and absolute discretion, to enforce the County Capacity Allocation, including, but not limited to, denying additional connections that threaten to exceed the County Capacity Allocation, and shall have the full cooperation and assistance of the County in the enforcement thereof.

5. **Crooked Run Project Contribution:** The County shall be responsible to pay to the Authority, as reimbursement for the County Capacity Allocation, an amount equivalent to twenty-five percent (25%) of all Crooked Run Costs incurred by the Authority in connection with extending the Crooked Run Project’s force main located on Clarke County Tax Map Parcel number 27-A-12 to its discharge point into the Warriors Mark gravity sanitary sewer system located at Frederick County Tax Map Parcel number 76-A-94, or a total of \$4,000,000.00 USD, whichever is less (the “**Crooked Run Project Contribution**”). The total amount of the Crooked Run Project Contribution may be increased above \$4,000,000.00 USD, however, by any applicable interest and related charges as provided below.

a. The Authority shall be responsible for timely payment of any invoices submitted to the Authority for Crooked Run Costs by the Crooked Run Contractor or other third-party providing materials or performing services for the Crooked Run Project pursuant to the terms of any agreement by and between the Authority and the Crooked Run Contractor or other third-party, and shall be free to finance all of any portion of the Crooked Run Costs, in accordance with the VWWAA and other applicable law.

b. The County shall be responsible to pay the Crooked Run Project Contribution in annual installment payments over the course of twenty (20) years, with such amount bearing a five and eight-tenths percent (5.8%) annual interest charge as well as a two-tenths percent (0.2%) administrative fee for a total of a six percent (6.0%) annual percentage rate. Such interest shall commence to run from the date the Virginia Department of Environmental Quality or its successor issues a certificate to operate the Crooked Run Project.

c. The Authority shall, within sixty (60) days after the Virginia Department of Environmental Quality or its successor issues a certificate to operate the Crooked Run Project, provide to the County in accordance with the notice provisions of this Agreement a repayment schedule to govern satisfaction of the Crooked Run Contribution.

d. The County shall be responsible to pay to the Authority the first annual installment payment toward satisfaction of the Crooked Run Contribution, with interest, on the one (1) year anniversary of the date the Virginia Department of Environmental Quality or its successor issues a certificate to operate the Crooked Run Project. Should the County not remit said annual payment to the Authority within thirty (30) days of said due date, the County shall be charged and owe a late fee in the amount of ten percent (10%) of the unpaid annual payment amount.

e. In no event shall the County be required to pay more than four million and 00/100 dollars (\$4,000,000.00 USD) toward the Crooked Run Costs, provided however, nothing herein shall limit the County's obligation to pay interest or late fee charges, if any, provided by Section IV(5)(b) and (d).

f. The Parties understand and agree that the Authority may take whatever action may be necessary, as determined in its sole and absolute discretion, to enforce timely satisfaction of the Crooked Run Contribution, including, but not limited to, withholding all or any part of the Crooked Run Reimbursement and denying additional connections to the Water System and Sewer System within the Clarke County SWSA.

6. Reimbursement of Crooked Run Project Contribution. For purposes of this Section IV(6), the Authority shall calculate at the conclusion of its fiscal year: (1) the total amount of the Crooked Run Project Contribution actually paid by the County during the preceding fiscal year, and (2) the total ICSA Service Fees collected from accounts within the Clarke County SWSA receiving service from the Sewer System (the "**Crooked Run Project Fees**").

a. All Crooked Run Project Fees shall be accounted for at the conclusion of the Authority's fiscal year and paid to the County in annual payments (the "**Crooked Run Reimbursement**"), which payments shall be made or before August 30th of each year. The

Crooked Run Payment shall be paid annually until the Authority has returned the full amount of the Crooked Run Project Contribution actually paid to the Authority by the County pursuant to this Agreement or until twenty (20) annual payments have been made, whichever occurs sooner.

b. In no case shall the Authority be obliged to pay a Crooked Run Reimbursement when no Crooked Run Project Fees have been collected during the preceding fiscal year or in an amount in excess of such collection. Moreover, the total amount of the Crooked Run Reimbursement due from the Authority to the County pursuant to this Agreement shall not exceed the total Crooked Run Project Contribution made by the County.

V. Extension of Water and Sewer Services to the Clarke County SWSA.

1. The Parties understand and agree that, prior to its being connected to the Water System or Sewer System or its otherwise being employed in providing public water and sewer service to properties within the Clarke County SWSA, all infrastructure, improvements, and other property, including, but not limited to, the Double Tollgate Project and Crooked Run Project, must meet the Authority's then-prevailing Water and Sewer Standards and Specifications, and that the Authority may impose other terms and conditions, including payment of availability and connection fees, prior to a customer's connection to the Water System or Sewer System or employment of any infrastructure, improvements, or other property in providing public water and sewer service to properties within the Clarke County SWSA, as the same may be amended.

2. All such infrastructure, improvements, and other property referenced in this Agreement shall become and remain the sole and permanent property of the Authority.

3. The County shall, in perpetuity, take all necessary, appropriate and reasonable actions within its power, including conveying or leasing any and all real or personal property owned by the County, extending financing or funding, or taking any other action within its power, to enable and facilitate the design, construction, connection, operation, maintenance, repair and/or replacement of said infrastructure, improvements or other property, including but not limited to the Double Tollgate Project and Crooked Run Project, employed or to be employed in providing and/or receiving water and/or sewer service from the Authority within the Clarke County SWSA. Such actions by the County may be the subject of further agreements between the Parties, between the Parties and other persons, as defined in Virginia Code § 1-230, or between the County and other persons, as defined in Virginia Code § 1-230, who are not the Parties.

VI. Provision of Water and Sewer Services to the Clarke County SWSA.

1. The Authority shall continue to take all necessary, appropriate and reasonable actions in its power to operate any and all infrastructure, improvements, and real and personal property owned or hereafter acquired, including, but not limited to, the Double Tollgate Project and Crooked Run Project, by the Authority to provide public water and sewer service to properties within the Clarke County SWSA, and otherwise take any and all other necessary, appropriate and reasonable actions in its power to provide public water and sewer service to properties within the Clarke County SWSA, on the same terms as said services are provided to other customers of the Authority. Notwithstanding the foregoing:

a. Nothing in this Agreement shall obligate the Authority to accept any connection to the Water System or Sewer System from the Clarke County SWSA that, at the time of the proposed connection, create a substantial risk of overburdening the capacity of the Water System or Sewer System, as determined by the Authority in its sole discretion.

b. Nothing in this Agreement shall be construed or deemed to restrict the grounds on which the Authority may decline or cease to provide water and/or sewer service to a property within any of its authorized service areas, including the Clarke County SWSA.

VII. Miscellaneous Provisions.

1. The captions and headings in this Agreement have been inserted herein only as a matter of convenience and reference and do not define, describe, limit, or in any way affect any Article, Section, subsection, provision or term of this Agreement.

2. Nothing in this Agreement shall be construed, and no performance hereunder shall be deemed, to create a partnership or joint venture between the Parties or to make either the Authority's or the County's employees or agents of the other or of both of them.

3. The term "County" shall refer to all its agents, officers, supervisors, employees, and contractors, as well as all agencies and subdivisions of the County and also all their agents, officers, supervisors, employees, and contractors. Such term shall include, but not be limited to, County Planning and Zoning, the County Attorney, and any County subdivision or subdivisions who are required to or otherwise tasked with soliciting, acquiring, and/or performing the services reasonably necessary to enable or effectuate the terms of the Agreement, transactions, and/or acquisitions therein. Likewise, the term "Authority" shall refer to all its agents, officers, directors, employees, and contractors, and all other natural or legal persons who are required to or otherwise tasked with soliciting, acquiring, and/or performing the services reasonably necessary to enable or effectuate the terms of the Agreement, transactions, and/or acquisitions therein.

4. To the extent required to carry out the purposes of this Agreement or to preserve any portion thereof challenged as invalid or unenforceable, the use of the conjunctive shall be deemed to include the disjunctive and vice versa, the masculine to include the feminine and vice versa, and the singular to include the plural and vice versa. The term "including" shall be read as illustrative, not exhaustive, and so shall be interpreted to mean "including but not limited to" that which was stated.

5. Both Parties were represented by counsel who contributed to the drafting of this Agreement and approved the same as to form. The Agreement shall not be construed against either Party in the event of a dispute over the interpretation, construction or application of any of its terms.

6. This Agreement once fully executed by the designated representatives of each Party and approved by each of the Parties' respective Boards, sets forth the full, final, and entire agreement and understanding of the Parties with respect to the issues addressed herein, superseding all prior representations, understandings, and agreements not expressly incorporated herein, except

the Services Agreement, which shall be deemed expressly incorporated. With that qualification, any terms and conditions not expressly set forth in this Agreement are not a part of this Agreement or the understanding or undertakings of the Parties hereto. Any representations, warranties, promises, or conditions, whether written or oral, not specifically incorporated herein, shall not be binding on the County or the Authority.

7. For the avoidance of doubt, the Parties expressly agree and understand that this Agreement shall not be read to nullify, supersede, or replace the Services Agreement, which shall be harmonized together to give full effect to both.

8. Failure by either of the Parties to insist upon or enforce any of its rights hereto shall not constitute a waiver thereof.

9. This Agreement, once fully executed by the designated representatives of each Party and approved by each of the Parties' respective Boards, is binding upon and shall inure to the benefit of each of the Parties and their representatives, agents, officers, employees, predecessors and successors in interest, successors in title, assigns, privies, and anyone acting on their behalf.

10. This Agreement is for the sole benefit of the Parties hereto and their respective successors and nothing herein, express or implied, is intended to or shall confer upon any other entity or person, as defined by Virginia Code § 1-230, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument agreed to by the Parties and signed by both of their duly authorized agents.

12. Neither of the Parties may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other Party.

13. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, without regard to its conflict or choice of law rules.

14. Payments to be made under the terms of this Agreement shall be made by the commercially reasonable method and to the account designated by a notice provided by the Parties in compliance with the provisions of paragraph 15 below, which method and account for payment may be revised via an additional such notice. Payments shall be deemed to be made upon the date of receipt by the County or the Authority, as applicable. If the date for payment or performance of any obligation under this Agreement falls on a day in which either one of the Parties' offices are closed, the time for payment or performance of any such obligation shall be extended to the next day in which both Parties' offices are open.

15. Whenever notices are to be given under the terms of this Agreement, and except as otherwise specifically provided by law, such notices shall be deemed to have been given and be effective on the date said notice is: (1) sent by electronic mail and also (2)(i) hand delivered by

personal delivery, or (ii) received (or refused) by registered or certified mail (return receipt requested, first-class postage prepaid), in any case addressed to the Parties as follows:

If to the County to: Clarke County, Virginia
Berryville-Clarke County Government Center
101 Chalmers Ct., 2d Floor
Attention: County Administrator
E-mail: CBoies@clarkecounty.gov

If to the Authority to: Frederick County Sanitation Authority
By mail: P.O. Box 1877
Winchester, VA 22604-8377
Attention: Executive Director
E-mail: ELawrence@Frederickwater.com

Or by hand: Wellington H. Jones Administration Building
315 Tasker Rd
Stephens City, VA 22655

With a required copy to: Whiteford, Taylor & Preston L.L.P.
(which shall not constitute 1021 East Cary Street, Suite 1700
notice) Richmond, VA 23219
Attention: Dale G. Mullen, Esq.
E-mail: DMullen@whitefordlaw.com

or in each case to such other address or addressee as any Party hereto may from time to time designate to the other Party hereto by notice given pursuant to this paragraph.

16. Each Party shall not be required to perform any of its obligations under this Agreement, nor be liable for loss or damage for failure to do so, nor shall the other Party be released from any of its obligations under this Agreement because of the affected Party's failure to perform, where such failure arises from or through acts of God, strikes, lockouts, labor difficulties, shortages of equipment, delays in issuance of governmental permits or approvals, explosions, sabotage, accidents, riots, civil commotions, acts of war, results of any warfare or warlike conditions in this or any other foreign country, fire and any other casualty, or any other causes beyond the reasonable control of the Party failing to perform, provided that in no event shall financial inability or distress be deemed beyond the reasonable control of a Party. If the Party failing to perform is so delayed or prevented from performing any of its obligations, the period of such necessary delay or prevention shall be deemed added to the time provided for the performance of any such obligation.

17. Except as expressly provided herein, both the Authority and the County shall retain all rights and may exercise all powers enjoyed under their respective Charters, the Act and other applicable law both with respect to the matters specifically addressed in this Agreement, including but not limited to the provision of water and wastewater service and the fixing, charging and collecting of rates, fees and charges, and matters not specifically addressed.

18. This Agreement shall be effective upon the date of its full execution, which execution shall occur only after final approval of this Agreement by the Clarke County Board of Supervisors and by the Authority's Board of Directors. Each of the Parties hereto shall have its designated representative sign this Agreement to indicate that it has been approved by its respective Board. Such signature shall constitute a warrant and representation by the signer of full and express authority to sign on behalf of and to bind the designating Party. Each of the Parties shall also have its counsel sign this Agreement to indicate that it has been approved as to form.

19. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Signatures transmitted by facsimile or other digital means shall be deemed original signatures.

20. The Parties agree to cooperate with each other in every respect in carrying out the intent and effectuating the purposes of this Agreement, including negotiating, executing and delivering any and all such notices, instruments, certificates, agreements, exhibits, schedules, resolutions, addendums, and other documents in connection with, in furtherance of, or to carry out or further consummate the extension and provision of services contemplated by this Agreement.

21. This Agreement shall survive the Closing and the execution, delivery and recording of any and all of the instruments in connection with, in furtherance of, or to carry out or further consummate the intent and effectuating the purposes of this Agreement, including those called for, entered into or delivered pursuant to this Agreement.

22. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid, void, and/or unenforceable by an arbitrator or court of competent jurisdiction, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid, void, and/or unenforceable by an arbitrator or court of competent jurisdiction, shall not be affected thereby, and all such other terms and provisions of this Agreement shall be valid, in force and enforceable to the fullest extent permitted by law.

23. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM OR THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO THIS AGREEMENT.

24. All disputes arising under this Agreement shall be resolved by binding arbitration. In the event of arbitration, if the Parties cannot agree on an arbitrator, then an administrator from the American Arbitration Association shall promptly appoint an arbitrator from its panel. In the event the American Arbitration Association is no longer available or refuses to act, then any Party may apply to the United States District Court for the Western District of Virginia to appoint an arbitrator to act under the Arbitration Rules as last promulgated by the American Arbitration Association. In the event the United States District Court for the Western District of Virginia

refuses to act, then any Party may apply to the Circuit Court of Frederick County, Virginia, to appoint an arbitrator to act under the Arbitration Rules as last promulgated by the American Arbitration Association.

25. A Party may institute arbitration proceedings if the dispute has not been amicably resolved following the passage of thirty (30) days from when the dispute arose. However, nothing herein shall be read to prevent a Party hereto from seeking solely injunctive or other equitable relief to enforce the rights or duties hereunder to the extent necessary to prevent irreparable harm to said Party.

26. The arbitration shall proceed in accordance with the Uniform Arbitration Act, as adopted by the Commonwealth of Virginia, and as may be amended from time to time, including in accordance with the Uniform Arbitration Act's appeal provisions. The arbitrator shall award costs and attorneys' fees to the prevailing or substantially prevailing Party. No Party to this Agreement may contest the standing of the other Party to arbitrate any obligation committed to arbitration by this Agreement.

27. Any arbitration proceeding shall take place within the city limits of Winchester, Virginia.

[SEE ATTACHED SIGNATURE PAGES]

Approved as to form:

FREDERICK COUNTY SANITATION
AUTHORITY

By: _____

By: _____

Name: _____
Counsel for the Authority

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF FREDERICK, to-wit:

I, _____, a notary public in and for the Commonwealth and
County aforesaid, do certify that the foregoing instrument was acknowledged before me this ____
day of _____, 2024, by _____, whose name is signed to the
foregoing instrument dated _____, 2024, has acknowledged the same before me as
_____ for Frederick County Sanitation Authority, a Virginia body
politic and corporate, on behalf of such entity.

GIVEN under my hand this ____ day of _____, 2024.

Notary Public

My Commission Expires: _____

Notarial Registration No.: _____

[SEAL]

Approved as to form:

CLARKE COUNTY, VIRGINIA

By: _____

By: _____

Name: _____
Counsel for Clarke County

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CLARKE COUNTY, to-wit:

I, _____, a notary public in and for the Commonwealth and County aforesaid, do certify that the foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, whose name is signed to the foregoing instrument dated _____, 2024, has acknowledged the same before me as _____ for Clarke County, Virginia, a Virginia body politic and corporate, on behalf of such entity.

GIVEN under my hand this _____ day of _____, 2024.

Notary Public

My Commission Expires: _____

Notarial Registration No.: _____

[SEAL]

11) *Board of Supervisors Finance Committee Items from May 13, 2024*

A. Bills and Claims

2024-05-13 Summary: Following review, the Finance Committee recommends approving the April 2024 Invoice History report.

2024-05-21 Action: Chris Boies reviewed the above summary.

Vice Chair Catlett moved to approve the April 2024 Invoice History Report as presented. The motion carried by the following vote:

Douglas Shaffer	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

B. Standing Reports

- a. Year to Date Budget Report
- b. Reconciliation of Appropriations
- c. Capital Projects Report

2024-05-21 Action: Information Only.

12) *Joint Administrative Services Board Update*

Chris Boies advised that the Joint Administrative Services Board has not met.

13) *Government Projects Update*

Chris Boies provided the following update:

- Thank you to those who attended the ribbon cutting at the pool last week. There have been small but noticeable improvements to the pool, such as new flooring and partitions in the restrooms, new shingles and painting for the pool house, and new shade canopies. The recently completed zero-depth entrance

and tile replacement look great. Also at the park, four shelters were professionally painted and staff is waiting for pricing on repairs to the recreation center wall.

- As part of the effort to care for the older county properties, the Historical Association building received some necessary care and is looking better as a whole. Soffit and gutter work was completed recently so that the exterior walls can be painted. Last year, the roof was painted and the driveway repaired. Next door, the FISH building roof will be painted this season.
- Now that the new radio system is up and running, crews have removed equipment from the Springsbury tower, part of the overall decommissioning at that site. A small building also needs to be removed from that location. Hopefully, this work will allow the county to stop paying the monthly lease charges it has incurred there for many years. Sheriff Sumption and Maintenance Director Joey Braithwaite have helped greatly with this effort.
- Thanks to the Animal Shelter staff for hosting a great open house event on May 11 and to the Maintenance staff for getting the property looking great.
- Thanks also to Lorien Lemmon and the Litter Committee for organizing a litter pick-up event on May 18. They cleaned up the boat landings at Route 7, Lockes, and Route 50.
- The regional criminal justice academy put on a very moving program in remembrance of fallen law enforcement officers in the region. This is an annual program and is a clear reminder of the dangers that law enforcement faces every day.

14) *Miscellaneous Items*

None presented.

15) *Summary of Required Action*

<u>Item</u>	<u>Description</u>	<u>Responsibility</u>
1.	Process and post approved minutes	Catherine Marsten
2.	Schedule & advertise public hearing	Catherine Marsten
3.	Execute appointment letters	David Weiss
4.	Process appointments	Catherine Marsten

5. Execute Frederick Water Agreement

David Weiss

6. Process bills & claims

Brenda Bennett

16) Board Member Committee Status Reports

Supervisor Doug Lawrence

Board of Social Services

- Held a family event at Rose Hill Park that was very well attended.

School Board

- Nothing to report.

Regional Jail Authority

- Meets May 30.

Vice Chair Terri Catlett

Career and Technical Education

- Recent meeting was canceled.

Clarke County Humane Foundation

- Pet Palooza event on May 11 was well attended and successful.
- Discussing property maintenance, specifically the field, shed and fence.

Village of Millwood

- Held annual meeting at Carter Hall May 20.

Planning Commission

- Scheduling public hearing on the proposed campground regulations.

Community Policy & Management Team

- Staff has been facilitating ongoing discussions on policies and logistics.

Supervisor Bev McKay

Town of Boyce

- Hired a new contractor for refuse collection.

Northern Shenandoah Valley Regional Commission

- Heard a detailed update on the VATI project. All Points Broadband has started meeting some milestones and are close to getting a payment draw.

Regional Airport Authority

- Nothing to report.

Economic Development Advisory Committee

- Attended ride smart ribbon cutting event.

Conservation Easement Authority

- Nothing to report.

Sanitary Authority

- Working to bring customers with arrearages brought current.
- Discussed ventilation improvements at the Boyce plant.
- Ongoing discussions about possible rate increases.

Berryville-Clarke County Joint Building Committee

- Nothing to report.

Chairman David Weiss

Berryville-Clarke County Joint Committee on Economic Development & Tourism

- Will meet May 31.

Historic Preservation Commission

- Held their 25th annual awards luncheon on May 15 at Blandly.

Industrial Development Authority

- Heard a presentation on possibilities for the Camp 7 property at Double Tollgate.

At 2:16 pm, Chairman Weiss recessed the meeting.

At 6:34 pm, Chairman Weiss reconvened the meeting.

17) *Citizen's Comment Period*

No persons appeared to address the Board.

18) *Public Hearing: VDOT Secondary Six-Year Plan (PH2024-08)*

Edinburg Residency Administrator Ed Carter presented the following:

- Telefee is collected for right-of-way usage by utilities and funds are redistributed to individual counties according to population. Clarke is projected to receive \$37,900 each year, though this number is an estimate.
- District Grant – Unpaved funds replaced the CTB formula for unpaved roads. In 2025, Clarke is projected to receive \$86,665 and approximately \$55,000 each year 2026-2030.

- The only unpaved road project that Clarke has requested is the completion of Lockes Mill Road (Route 621). This project is currently under construction at a total cost of \$401,858.
- Any cost savings will stay in the county’s allocation and roll into the next project. As Clarke has no projects identified, funds would go into Countywide Transportation Services, which can be used for secondary road improvements.
- The Rural Rustic Roads program was established in the early 2000s in order to cut down on complaints for gravel roads. This program provides a hard surface road within the existing 35-foot right-of-way, using the cheapest alternatives possible. Ditches are re-worked, rotted pipes are replaced, and pipes are added to ensure adequate drainage. The road is graded and shaped, then six inches of stone is added on top, it is rolled, and finished with a triple primer sealant. This hard surface is not as durable as pavement (plant mix) but it serves well for local traffic with between 50 and 1500 trips per day. This process costs between \$350,000 and \$400,000 per mile. Grading and applying stone costs about \$2500 per mile.
- Funds can be used to make improvements to a secondary road intersection on a primary route.
- Legislation has changed allowing counties to spend these funds on “upgrade-type” maintenance on these roads as well. Morgans Mill Road is one such road that could benefit from some upgrades using the Countywide Transportation Services funds.

By consensus, the Board agreed to request VDOT use the Countywide Transportation Services funds to make improvements on Morgans Mill Road.

Mr. Carter continued:

- VDOT has increased the amount that small counties get for County Operational Safety Improvements, now the minimum amount received will be \$50,000; usable for any roads and it can accumulate for three years.
- The speed tables project in Millwood used these funds.
- There are roughly nineteen miles of gravel roads in Clarke.
 - Chris Boies advised that county GIS staff is working on a comprehensive map of the county’s unpaved roads.
- Other counties in the area create a list of criteria and use it to rank the priority of their roads.

Chairman Weiss

- Summarized that the Board will not designate any specific projects this year and will re-evaluate when the map of unpaved roads is completed.

Chairman Weiss opened the public hearing at 7:03 pm.

No persons appeared to address the Board.

Chairman Weiss closed the public hearing at 7:03 pm.

Supervisor Lawrence moved to approve the VDOT Secondary Six-Year Plan as presented. The motion carried by the following vote:

- Douglas Shaffer - Aye
- Terri T. Catlett - Aye
- Doug M. Lawrence - Aye
- Beverly B. McKay - Aye
- David S. Weiss - Aye

Secondary System
Clarke County
Construction Program
Estimated Allocations

Fund	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	Total
CTB Formula - Unpaved State	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TeleFee	\$37,979	\$37,979	\$37,979	\$37,979	\$37,979	\$37,979	\$227,874
District Grant - Unpaved	\$86,665	\$55,304	\$55,304	\$55,304	\$55,304	\$57,910	\$365,791
Total	\$124,644	\$93,283	\$93,283	\$93,283	\$93,283	\$95,889	\$593,665

Board Approval Date:

Residency Administrator

Date

County Administrator

Date

19) *Adjournment*

Chairman Weiss adjourned the meeting at 7:04 pm.

20) *Next Regular Meeting Date*

The next regular meeting of the Board of Supervisors will be held on Tuesday, June 18, 2024, at 1:00 pm in the Berryville Clarke County Government Center, Main Meeting Room, at 101 Chalmers Court, Berryville, Virginia.

ATTEST: May 21, 2024

David S. Weiss, Chairman

Chris Boies, County Administrator

Recorded and Transcribed by Catherine D. Marsten