



Agenda  
Page County Board of Supervisors  
Regular Meeting  
Board of Supervisors Room – County Government Center  
103 South Court Street, Luray, Virginia 22835  
July 19, 2016 – 7:00 p.m.

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**Call to Order**

- Pledge of Allegiance
- Invocation

**Adoption of Agenda**

**Public Hearings**

Stonyman Agricultural and Forestal District

Michelle Somers (p. 2)

**Presentations, Proclamations & Awards**

Discussion of Possible Revenue Sources with Senator Mark Obenshain

**Public Comments on Agenda Items**

**Action Matters**

Tower Lease Agreement/Gray Television  
Board and Commission Appointments

Amity Moler (p. 13)  
Regina Miller (p. 28)

**Consent Agenda** (p. 29)

- Approval of Financial Reports
- Approval of Accounts Payable
- Approval of Minutes – June 7, 2016 and June 21, 2016

**Old Business**

**New Business**

Quarterly Chairman's Corner

Amity Moler

**Open Public Comments**

**Administrator's Report**

Amity Moler

**Supervisors Time**

**Adjourn**



## COUNTY OF PAGE

103 South Court Street, Suite F  
Luray, Virginia 22835  
(540) 743-4142  
Fax: (540) 743-4533

### Board of Supervisors:

Johnny Woodward – Chairman – At- Large  
D. Keith Guzy, Jr. – District 1  
David Wiatrowski – District 2  
Mark Stroupe – District 3  
Larry Foltz – District 4  
Dorothy F. Pendley – District 5

### County Administrator:

Amity Moler

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**TO:** Page County Board of Supervisors  
**FROM:** Michelle Somers, Zoning Administrator  
**SUBJECT:** Stonyman Agricultural and Forestal District  
**DATE:** July 19, 2016

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### **SUMMARY:**

The Stonyman Agricultural and Forestal District (AFD) has expired. Applications have been solicited and reviewed by the advisory committee and a list has been included for review (attachment #2). Additionally code has been reviewed and enclosed is the proposed changes (attachment #1) Page County's Stonyman AFD needs to be renewed for another term. The Agricultural and Forestal District (AFD) Program was defined in 1979 under State enabling legislation. The State Code of Virginia §15.2-4300-§15.2-4314, characterizes the purpose of an AFD Program as a means to "conserve, protect, and encourage the development and improvement of agricultural and forestal lands for the production of food and other agricultural and forestal products, and conserve and protect agricultural and forestal lands as valued natural and ecological resources which provide essential open spaces for clean air sheds, as well as for aesthetic purposes".

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### **BACKGROUND:**

In 2000 a group of local farmers and landowners applied and began the process of Page County's first AFD. In 2001 Page County adopted the Stonyman AFD for a term of 7 years consisting of 1,912.55 acres. In 2008 the district was renewed for another 7 years consisting of 1,243.419 acres.

### **Landowners Benefits:**

Enrollment in an AFD provides much stronger protection from development pressures for farms and other open space landholders than does agricultural zoning. Unlike agricultural zoning, which for all practical purposes encourages low-density residential sprawl, districts discourage land uses not in keeping with agricultural, forestall or open space land uses. In addition, zoning regulations can change with elections. AFD's provide protection for up to 10 years and can be renewed after their initial term expires. Districts provide a higher level of certainty that farms and forests and other open space lands will be maintained because they restrict the powers of local, state, and, to some extent, the federal government to make decisions which may be detrimental to agricultural and rural land uses in the district.

In addition to these benefits, AFDs offer some protection from eminent domain. Private acquisition of land for utilities, roadways and other infrastructure within a District is subject to a special public review process. The expenditure of public funds for non-farm related purposes in a district is also subject to special public review process.

Finally, local governments may not enact laws within a district that would unreasonably restrict farm structures, farming or forestry practices unless the restrictions are directly related to health, safety and welfare.

**Minimum Requirements:**

Each AFD shall have a core of no less than 200 acres in one parcel or in contiguous parcels. A parcel not part of the core may be included in a district based on the following geographic criteria:

- If the nearest boundary of the parcel is within one miles of the boundary of the core, or
- If it is contiguous to a parcel in the district the nearest boundary of which is within one mile of the boundary of the core, or
- If the local governing body finds, in consultation with the advisory committee or planning commission, that the parcel not part of the core or within one mile of the boundary of the core contains agriculturally and/or forestally significant land.

As a result of the geographic eligibility guidelines outline in State Code, parcels enrolled in a District, yet not part of the core, can be scattered within a mile radius from the county of the core of the District. (see attachment #3 for a map of Page County's AFD District)

**Evaluation Criteria & Application:**

State Code §15.2-4306 articulates the following evaluation criteria to be used for land applying to be enrolled in an AFD:

- The agricultural and forestal significant of land within district and adjacent areas
- The presence of any significant agricultural or forestal land not now in active agricultural or forestal production within district or adjacent to
- Nature and extent of land uses other than active farming or forestry
- Local development patterns and needs
- Comprehensive plan and, if applicable, the zoning regulations
- Environmental benefits of retaining the lands in the district for agricultural and forestal uses
- Any other matter which may be relevant

In judging the agricultural and forestal significance of land, any relevant agricultural or forestal maps may be considered, as well as soil, climate, topography, other natural factors, markets for agricultural and forestal products, the extent and nature of farm structures, the present status of agriculture and forestry, anticipated trends in agricultural economic conditions and such other factors as may be relevant.

The State Code empowers localities to promulgate forms an enact ordinances to effectuate the chapter relative to AFDs. The locality shall prescribe application forms for districts that include but need not be limited to the following:

1. The general location of the district;
2. The total acreage in the district or acreage to be added to an existing district;
3. The name, address and signature of each landowner applying for creation or a district or an addition to an existing district and the acreage each owner owns within the district or addition;
4. The conditions proposed by the applicant;
5. The period before first review proposed by the applicant; and
6. The date of application, date of final action by the local governing body and whether approved, modified or rejected.

The application form shall be accompanied by maps or aerial photographs, or both, prescribed by the locality that clearly show the boundaries of the proposed district and each addition and boundaries of properties owned by each applicant, and any other features as prescribed by the locality.

**Role of Agricultural and Forestal District Advisory Committee:**

State Code declares that the AFD Advisory Committee shall consist of four landowners who are engaged in agricultural or forestal production, four other landowners of the locality, the Commissioner of Revenue or the local government's chief property assessment officer and a member of the local governing body. The committee shall advise the local planning commission and the local governing body and assist in creating, reviewing, modifying, continuing or terminating districts within the locality. In particular, the committee shall render expert advice as to the nature of farming and forestry and agricultural and forestal resources within the district and their relation to the entire locality. (see attachment #2 for applicant list)

**Application Process:**

State code declares, upon the receipt of an application for the creation of an AFD or an addition to an existing AFD, or the withdrawal request from an AFD, the program administrator shall refer such application to the AFD Advisory Committee. The AFD Advisory Committee shall review the applications and make recommendations concerning the applications or modifications thereof to the local planning commission.

The planning commission shall hold a public hearing, as prescribed by law, to review applications for creation of an AFD, addition to an existing district or a withdrawal request from an AFD. The planning commission shall report its recommendations to the local governing body including, but not limited to the potential effect of the AFD and proposed modifications upon the locality's planning policies and objectives.

**AFD Committee Recommendation:**

The committee reviewed the applications and code. They have recommended approval of both.

**ISSUES:** None

**RECOMMENDATION:**

At the Planning Commission's June 14<sup>th</sup> public hearing, it was a vote of 8-0 to recommend approval of the district.

**FISCAL IMPACT:**

Staff foresees no significant fiscal impact related to this application.

**MOTION(S):**

1. I move to approve the renewal of the Stonyman Agricultural and Forestal District and amendment to the Page County Code §125-67.

OR

2. I move an alternate motion.

**ATTACHMENTS:**

1. Page County Code Section 125-67
2. List of Applicants for the AFD
3. Map of the District
4. Advisory Committee

**§ 125-67. Division I - Stonyman Agricultural and Forestal District.**

**[Added 2-13-2001; amended 3-18-2008]**

- A.** Creation of District. Pursuant to the Agricultural and Forestal Districts Act of the Commonwealth of Virginia, Title 15.2, Chapter 43, Code of Virginia (1950), as amended, and Chapter 125, § 125-6 of the Code of Page County, Virginia, the Stonyman Agricultural/Forestal District (hereinafter referred to as District) is hereby created subject to the conditions and District term set forth in this division and as otherwise provided by § 15.2-4300 through § 15.2-4314 of the Code of Virginia, as amended, the provisions of which, except as specially modified herein, are adopted and incorporated herein by reference.
- B.** Description of District. The Stonyman Agricultural and Forestal District shall consist of the following land: 2,045.23 acres, more or less, generally located south of the intersection of South Antioch Road (Route 689) and Stonyman Road (Route 642), east of the intersection of Stonyman Road (Route 689) and Route 340, north of the intersection of Ida Road (Route 689) and Hollow Run Road (Route 629), which includes the parcels shown on Page County Real Estate Maps, as of the effective date of this District, numbered : 51-A-110, 51-A-111, 51-A-112, 51-A-85B, 51-A-91, 52-A-12, 52-A-20, 52-A-22, 52-A-24, 52-A-24A, 52-A-25, 52A-26B, 52-A-31A, 52-A-32, 52-A-32B, 52-A-36, 52-A-37, 52-A-40, 52-A-42, 52-A-44, 52-A-44A, 52-A-49, 52-A-5, 52-A-50, 52-A-51, 52-A-59, 52-A-60, 52-A-61, 52-A-65A, 52-A-65C, 52-A-65D, 52-A-65H, 52-A-67, 52-A-72C, 52-A-72D, 52-A-77, 52-A-78, 52-A-79, 52-A-80, 52-A-81, 52-A-92, 52-A-96, 53-4-B, 53-A-112, 53-A-35, 53-A-40, 53-A-71, 53-A-78, 63-4-1, 63-4-2, 63-A-9, 63-A-216, 63-A-225A, 63-A-227, 63-A-228, 63-A-230A, 63-A-230B, 63-A-231, 63-A-232, 63-A-233, 63-A-234, 63-A-253A, 63-A-254, 63-A-255, 63-A-256, 63-A-257, 63-A-258, 63-A-262, 63-A-266, 63-A-269, 63-A-36, 64-A-107, 64-A-108, 64-A-17, 64-A-18, 64-A-19, 64-A-24, 64-A-25, 64-A-26, 64-A-27, 64-A-28, 64-A-29, 64-A-30, 64-A-31, 64-A-8, 64-A-9.
- C.** Conditions of District. The Stonyman Agricultural and Forestal District shall comply with the following conditions:

**(1)** The Stonyman Agricultural/Forestal District shall comply with Chapter 125 of the Code of the County of Page and with § 15.2-4300 through § 15.2-4314 (Agricultural and Forestal Districts Act) of the Code of Virginia.

**(2)** Parcels of land owned by sole owners, co-owners, partnerships, trusts, corporations or limited liability companies shall be eligible for inclusion in this Agricultural and Forestal District as long as all involved owners sign the application indicating their desire that the parcel be included in the District.

**(3)** No new nonagricultural or nonforestal uses and/or building, including dwellings, shall be permitted, except that the construction of a dwelling for members of the owner's immediate family or for persons who earn a substantial part of their livelihood from agricultural or forestal operations on the same property shall be permitted. The landowner may renovate or enlarge an existing home. Nonfarm buildings that are accessories to the dwelling, including, but not limited to, garage, shed, swimming pool, tennis court and gazebo, are permitted unless there are more restrictive regulations or covenants running with the property.

**(4)** Parcels of land (as now defined on the Page County Real Estate Maps) within the District may be sold to a nonfamily member during the term of the District. However, the parcel under new ownership shall remain in the District at least until the time of the scheduled District renewal.

**(5)** Land within the District may be subdivided by purchase or gift to immediate family members in compliance with § 100-3B, Subsection (4) of the definition of "subdivide" of the Code of Page. However, all subdivided parcels shall remain in the District for at least as long as the parent parcel remains in the District.

**(6)** All included tracts shall be shown as separate parcels on the Page County Real Estate Maps.

**(7)** Any landowner who is delinquent paying County real estate taxes shall not receive the land use special assessment tax unless they cure such delinquency pursuant to Chapter 105 of the Page County Code, but shall remain in the district for the remaining term.

**(8)** Any parcel in the district which meets the requirements stated in VA Code §58.1-3233 and Page County Code Chapter 105 may be entitled to receive a special tax assessment based on land use. Parcels that do not meet the requirements may still be included within the district but shall be taxed at the normal tax rate.

**(9)** There shall be an application fee of \$20.00 per parcel of land for inclusion in this district.

**(10)** If a renewal application signed by all owners of parcels for inclusion in a renewed district is submitted and accepted by the deadline required, but the Board of Supervisors fails to act on the application by the expiration date of the district, such district, including only those parcels proposed for renewal, shall continue; and all provisions of the district ordinance shall apply until such time as the Board of Supervisors makes its decision whether or not to renew the district as proposed.

**D.** Term and review of District. The District shall be in effect for an additional 7 years, from April \_\_\_\_, 2016, to November 1, 2023. A review of the District, including any additions to the District, may be made by the Board of Supervisors as provided by, and in accordance with, §§ 15.2-4309 through 15.2-4312 of the Code of Virginia (1950), as amended.

\*\*Numbers 8-10 are newly proposed\*\*

## Stonyman Ag/Forestal District Applicants

<u>Applicant</u>	<u>Tax Map #</u>	<u>Acerage</u>	<u>Total Acreage Per Applicant</u>
Roger Houser	63-A-266	4	
	63-A-269	10	
	64-A-9	48.713	
	64-A-17	18.5	
	64-A-18	7.592	
	64-A-19	12.056	
	64-A-24	20	
	64-A-25	11.38	
	64-A-29	10	
	64-A-30	65.144	
	64-A-31	10	
	64-A-107	13.625	
	64-A-108	13	<u>244.01</u>
	Karen Morgan	63-A-36	7
Stehpen & Judy Moyer	53-A-40	6	<u>6</u>
Alice Foltz	52-A-36	126	
	52-A-37	155.3	
	63-A-234	16.4248	
	63-A-256	18.938	<u>316.66</u>
	Dennis & Martha Fleming	63-4-1	2.6
	63-4-2	18.163	
	63-A-254	1.438	
	63-A-255	6.1	
	63-A-257	10	
	63-A-258	6	
	63-A-262	2.925	
	63-A-231	12.427	
	63-A-232	11.362	<u>71.02</u>
Cindy & Neil Amrine	63-A-216	1.879	<u>1.879</u>
Amy Reel Bly	52-A-81	0.75	<u>0.75</u>
Jerry Dovel	52-A-49	4.4	<u>4.4</u>
Thomas & Lynda Minke	52-A-72D	2.019	<u>2.019</u>
Brian & Diane Lookwood	52-A-67	2.85	<u>2.85</u>
Thomas Morrison	52-A-78	4.506	<u>4.59</u>
Hilda Moyer	52-A-96	0.75	<u>0.75</u>
Roger & Margaret Roll	52-A-65D	1.51	<u>1.51</u>
Jason Wilkins	52-A-26B	1.846	
	52-A-65C	1.52	
	52-A-65H	1.77	<u>5.14</u>
Catherine Zickafoose	52-A-92	1.663	<u>1.663</u>
Charles & Florence Turner	51-A-85B	64.219	
	51-A-91	21.419	
	51-A-110	19.63	

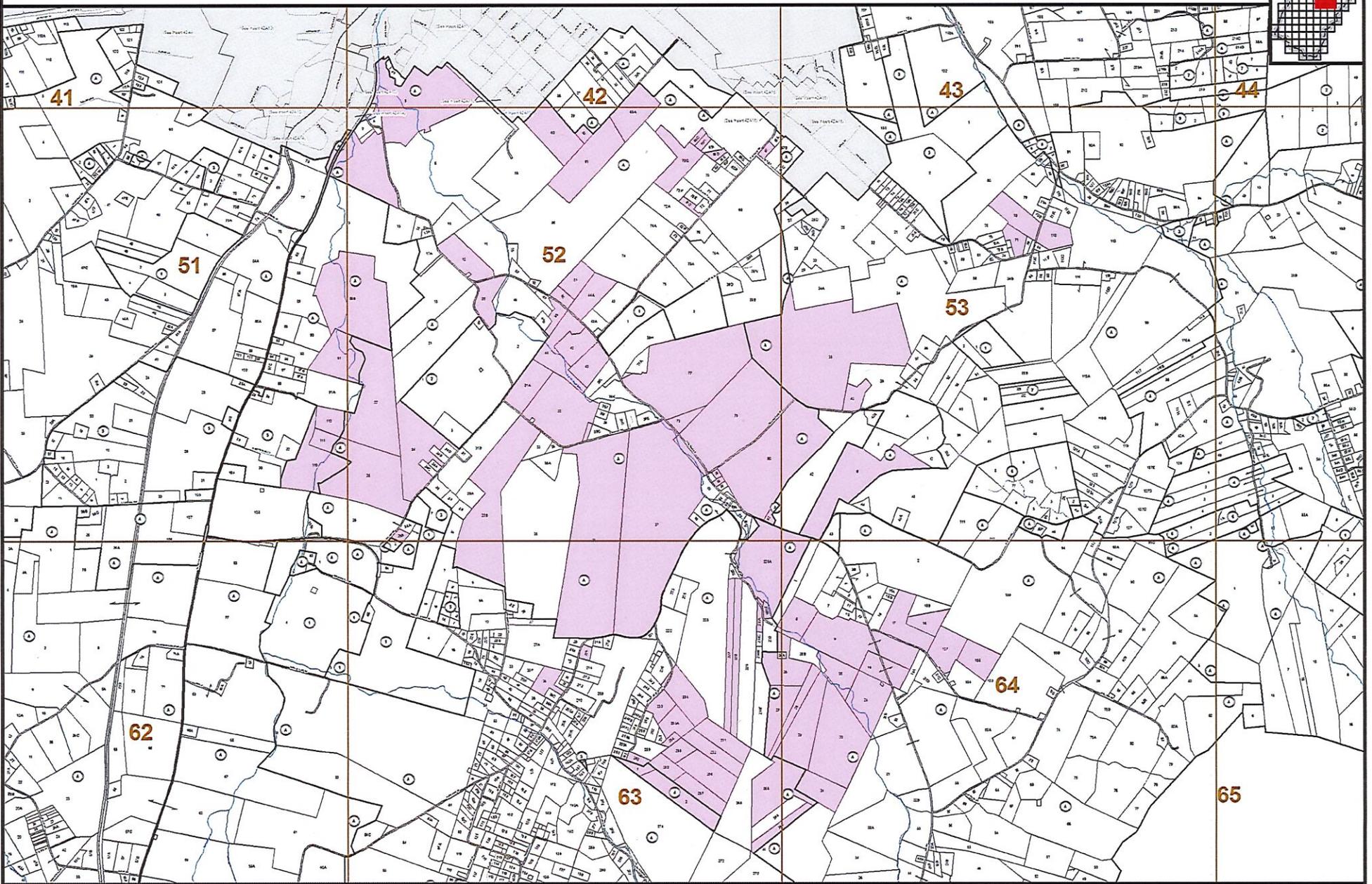
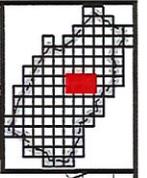
	51-A-111	6	
	51-A-112	8.75	
	52-A-22	54.5	
	52-A-24	33.749	
	52-A-24A	1	
	52-A-25	47.206	<u>256.47</u>
Leith & Linda Campbell	63-A-225A	56.05	<u>56.05</u>
The Varner Trust	52-A-77	86.92	<u>86.92</u>
Hilda Wilson	53-A-35	143.5	<u>143.5</u>
Harold & Shirley Thomas	52-A51	8	
	52-A-50	3	<u>11</u>
James Seal	64-A-26	15.473	
	63-A-230A	3	
	63-A-230B	1.188	
	64-A-8	8.25	<u>27.91</u>
Dennis & Nancy Donak	52-A-72C	17.29	
	52-A-40	11	
	52-A-42	10.743	
	52-A-44	19.205	
	52-A-44A	11.853	<u>70.91</u>
Robert & Phelma Jacobsen	53-4-B	45.706	<u>45.706</u>
Charles Weaver	63-A-233	6.2101	
	63-A-253A	8.1904	<u>14.4</u>
Edgar Allen Poe	52-A-12	14.174	<u>14.174</u>
Nelson Clark	52-A-5	101.58	<u>101.58</u>
Jason & Amanda Turner	52-A-31A	15.5	
	52-A-32	48.007	<u>63.51</u>
Amos Cave % Terry Cave	63-A-228	14.25	
	63-A-227	12.5	<u>26.75</u>
David Cave % Terry Cave	52-A-79	78.93	<u>78.93</u>
Franklin & Judith Riley	52-A-59	2.0498	
	52-A-60	21.106	
	52-A-61	33	
	52-A-65A	17.92	<u>74.08</u>
Mary Lee Bryant	52-A-20	8	<u>8</u>
George Comer	64-A-27	12.25	
	64-A-28	15.25	<u>27.5</u>
Jerry & Sue Turner	52-A-32B	75.73	<u>75.73</u>
	63-A-9	4.75	<u>80.48</u>
Countryside Farms LLC	52-A-80	83.7	<u>83.7</u>
Tablert Fox Estate	53-A-112	9.144	
	53-A-71	5.431	
	53-A-78	13.119	<u>27.69</u>

**Total Acreage: 2,045.23**

2

# 2016 Stonyman Ag/Forestal District

Page County, Virginia



- Roads
- Rail
- Streams
- Stonyman Ag/Forestal District
- Lots
- Double Circle
- Inserts
- Tax Map

1:36,000

SCALE IN FEET

1,000 200 0 1,000 2,000 4,000

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March 2016  
Page County Building and Zoning  
Reference Use Only



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## Stonyman Ag/Forestal District Advisory Committee 2016

Johnnie Housden  
PO Box 275  
Stanley, VA 22851

Paul Kinser  
4430 Farmview Road  
Stanley, VA 22851

Harry Louderback  
1001 Old Farm Road  
Shenandoah, VA 22849

Eugene Fox  
2488 Kimball Road  
Luray, VA 22835

Nancy Donak  
1606 Stonyman Road  
Luray, Va 22835

Cheryl Vile  
2329 Mill Creek Road  
Luray, VA 22835

Eric Croft  
1990 Honeyville Road  
Stanley, Va 22851

Jenny Knight  
226 Heather Drive  
Stanley, Va 22851

David Wiatrowski  
21 Meadow Ln  
Luray, Va 22835

Becky Smith, COR  
103 S Court Street  
Luray, VA 22835

Attachment #4



## COUNTY OF PAGE

103 South Court Street  
Luray, Virginia 22835  
(540) 743-4142  
Fax: (540) 743-4533

Board of Supervisors:  
Johnny Woodward – Chairman – At- Large  
D. Keith Guzy, Jr. – District 1  
David Wiatrowski – District 2  
Mark Stroupe – District 3  
Larry Short – District 4  
Dorothy F. Pendley – District 5

County Administrator:  
Amity Moler

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**TO:** Chairman Woodward and Board of Supervisors  
**FROM:** Amity Moler, County Administrator  
**DATE:** July 15, 2016  
**SUBJECT:** Communications Tower Lease Renewal – Gray Television Group, Inc.

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**SUMMARY:**

The lease agreement with Gray Television, Inc. is due for renewal [**Attachment 1**]. The lease provides the County with space on the Big Mountain tower for two antennas; one for fire and rescue and the other for the Sheriff's Department/ECC.

**RECOMMENDATION:**

It is recommended that the Board approve the renewal of the lease agreement.

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**BACKGROUND:**

The County has had a lease agreement with Gray Television, Inc. for a number of years for the lease of space on the tower at Big Mountain for fire and rescue and the Sheriff's Department/ECC communications. The current lease expired on July 31, 2016 and the new lease would be in effect for two years, from August 1, 2016 through July 31, 2018.

**ISSUES:**

If the lease renewal is not approved then the County would have to find an alternate site to place the antennas to provide emergency communications.

**ALTERNATIVES:**

There are currently no alternatives to consider.

**FISCAL IMPACT:**

The rental fee is increasing from \$330 to \$400 per month. This amounts to an \$840 increase annually, over the two-year period.

**MOTION(S):**

I move to approve the renewal of the Tower License Agreement with Gray Television Group, Inc. for a two year period from August 1, 2016 through July 31, 2018.

**ATTACHMENTS:**

1. Tower License Agreement with Gray Television Group

# TOWER LICENSE AGREEMENT

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THIS TOWER LICENSE AGREEMENT (this “**Agreement**”) is made as of August 1st, 2016, by and between Gray Television Group, Inc. (“**Gray**”), which owns and operates the communications or broadcast tower located at the Tower Site identified below (the “**Tower**”), and **Licensee** (as defined below).

## LICENSE SUMMARY

**LICENSEE:** COUNTY OF PAGE, VIRGINIA

**SITE NAME:** BIG MOUNTAIN – STANLEY, VA 22851

**TOWER SITE:** Certain real property owned, leased, subleased, licensed or managed by Gray on which the Tower is located, with an address of Big Mountain, Stanley, VA 22851 and geographic coordinates (NAD 1983) of 38:36:05.06 North latitude and 78:37:57.7 West longitude.

**TERM:** A period of 2 years beginning on August 1<sup>st</sup>, 2016 (the “**Commencement Date**”) and ending on July 31<sup>st</sup>, 2018 (the “**Expiration Date**”) (the “**Initial Term**”), unless extended for up to zero renewal period(s) of zero years each pursuant to Section 3 below (each, a “**Renewal Term**”), or unless terminated in accordance with this Agreement. “**Term**” includes the Initial Term and any Renewal Term.

**LICENSE FEE:** \$400.00 each month.

**UTILITIES:** Utilities for the operation of Licensee’s Equipment shall be paid by Licensee at its sole expense.

**SITE INSPECTION FEE:** \$0.00.

**CONNECTION FEE:** \$0.00.

**SECURITY DEPOSIT:** \$0.00.

In consideration of the foregoing and of the mutual covenants and agreements set forth in this Agreement, Gray grants to Licensee a non-exclusive license to install, maintain, repair and operate its Equipment at the Premises, to have and to hold the same for the Term hereof, all subject to the terms and conditions set forth herein, including Exhibit A and Exhibit B, both of which shall be considered a part of this Agreement for all purposes and may not be modified without the prior written consent of each party hereto.

**GRAY:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LICENSEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**NOTICES**

	<b>GRAY</b>	<b>LICENSEE</b>
	<b>Legal Notices Pertaining to this Agreement</b>	
<b>COMPANY</b>	Gray Television Group, Inc.	County of Page, Virginia
<b>ADDRESS</b>	4370 Peachtree Road, NE	120 South Court Street
<b>CITY, STATE, ZIP</b>	Atlanta, GA 30319-3023	Luray, VA 22835
<b>CONTACT NAME</b>	General Counsel	County Administrators Office
<b>CONTACT PHONE</b>	404-266-8333	540-743-4142
	<b>Local/Emergency Contact Information</b>	
<b>CONTACT NAME</b>	Chief Engineer	Regina Miller
<b>CONTACT PHONE</b>	540-433-9191 x156	540-743-4142
	<b>Billing and Payments Contact Information</b>	
<b>COMPANY</b>	Gray Television Group, Inc.	County of Page, Virginia
<b>ADDRESS</b>	Shared Services Office 1801 Halstead Blvd	120 South Court Street
<b>CITY, STATE, ZIP</b>	Tallahassee, FL 32309	Luray, VA 22835
<b>CONTACT NAME</b>	Tina L. Wood	County Administrators Office
<b>CONTACT PHONE</b>	540-433-9191 x156	540-743-4142

**PREMISES**

<b>DESCRIPTION OF PREMISES INCLUDING DESCRIPTION AND SQUARE FOOTAGE OF GROUND SPACE (IF ANY)</b>	See Exhibit A
<b>DESCRIPTION OF LICENSEE'S EQUIPMENT</b>	See Exhibit A
<b>HEIGHT OF ANTENNA MOUNT ON TOWER</b>	See Exhibit A
<b>TRANSMIT FREQUENCIES</b>	See Exhibit A
<b>RECEIVE FREQUENCIES</b>	See Exhibit A

**See Following Page for Depiction Of Tower And Tower Site**

**EXHIBIT A**  
(continued)

## EXHIBIT B

### STANDARD TERMS AND CONDITIONS

1. **Additional Definitions.** All capitalized terms used herein shall have the same meaning as in this Agreement unless otherwise specifically defined herein or below.

(a) **AM Detuning Study:** A study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern.

(b) **Applicable Law(s):** All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over the Tower Site and/or Premises or affecting the rights and obligations of Gray or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.

(c) **Claims:** Demands, claims, suits, actions, proceedings or investigations brought against a person by an unrelated or unaffiliated party, and all debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

(d) **Equipment:** The communications system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Premises, as depicted and/or listed on Exhibit A.

(e) **FCC:** The United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.

(f) **FCC Rules and Regulations:** All of the applicable rules, regulations, public guidance, written policies and decisions issued by the FCC.

(g) **Ground Space:** The portion of the Tower Site licensed for use by Licensee to locate a portion of the Equipment thereon, in the square footage amount depicted on Exhibit A. In no event shall the Ground Space include the air space or rights above the Equipment located in the Ground Space.

(h) **Hazardous Materials:** Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant or contaminant subject to reporting, investigation or remediation pursuant to Applicable Laws; any substance which is or becomes regulated by any federal, state or local governmental authority; and any oil, petroleum products and their by-products.

(i) **Interference:** Interference includes (i) any performance degradation, misinterpretation, or loss of information to a telecommunications system caused by unwanted energy emissions, radiations, or inductions; (ii) any condition that constitutes "interference" within the meaning of the provisions of the recommended practices of the Electronics Industry Association, or any other successor association established for the same purpose, and/or FCC Rules and Regulations then in effect, or (iii) a material impairment of the quality of either the transmitted or received signals of a broadcasting activity of any other Tenant on the Tower in a material portion of the broadcast service area of such activity, as compared to that which were obtained prior to Licensee's commencement of or alteration to their operations from the Tower.

(j) **Intermodulation Study:** A study to determine whether an Interference problem may arise.

(k) **Permitted Use:** The Premises will be used by Licensee for the purpose of installing, removing, replacing, modifying, maintaining, repairing and operating its Equipment.

(l) **Premises:** Location of the Equipment on the Tower and the Ground Space as more specifically described on Exhibit A.

(m) **Prime Lease:** The lease(s), sublease(s) or other prior agreement(s) or instrument(s) (e.g., deed) from which Gray derives its rights in the Tower Site and/or which contain(s) restrictions on use of the Tower Site, as described in Section 26 below.

(n) **Priority Users:** Any licensed user of the Tower Facility that holds a priority position in relationship to Licensee for protection from Interference, as determined in Section 7, which status is subject to change as set forth herein.

(o) **Subsequent Users:** Any user of the Tower Facility that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in Section 7, which status is subject to change as set forth herein.

(p) **Tenant:** Any other user or broadcaster now or hereafter on the Tower and/or Tower Site and including, where the context applies, Licensee.

(q) **Work:** Any improvements, modifications, enhancements, replacements or add work performed on the Tower Site by or on behalf of Licensee.

2. **Use.** The Premises may be used by Licensee for Licensee's Permitted Use and no other use. Gray agrees to cooperate with Licensee in obtaining, at Licensee's expense, all licenses and permits required for Licensee's use of the Premises. Gray reserves the right to move Licensee's Equipment to comparable space on the Tower at Gray's expense so long as the same does not interfere with Licensee's rights under this Agreement. Licensee shall comply with all Applicable Laws in connection with the installation, maintenance, use and operation of the Equipment and Licensee's use of the Premises and/or Tower Site. Licensee shall at all times keep the Equipment and Premises in good and safe condition, order and repair.

3. **Renewal Terms.** So long as Licensee is not in default beyond the expiration of any applicable notice and cure period, Licensee shall have the right to extend this Agreement for the Renewal Terms upon Gray's receipt of written notice from Licensee electing to renew the then-current term no less than 180 days prior to the end of the then-current term. Each Renewal Term shall be on the same terms and conditions as set forth in this Agreement except that the License Fee shall increase as provided in the License Summary. In the event Licensee holds over after the termination of this Agreement without the written consent of Gray, Licensee shall become a tenant from month to month with a license fee equal to 150% of the License Fee and Utility Fee (if any) in effect at the time of such holdover. Any holding over by Licensee without the written consent of the Gray shall be deemed to be a tenancy at sufferance or at will.

4. **License Fee.**

(a) Beginning on the Commencement Date and continuing monthly throughout the Term, Licensee shall pay Gray the License Fee and the Utility Fee (if any), plus applicable taxes (if any), payable on the first day of each month in advance to Gray at Gray's billing address specified in Exhibit A.

Each payment must identify the Site Name. Licensee shall not have any right of setoff, refund, or placement in escrow for any reason or purpose, except as expressly set forth herein with regard to the License Fee.

(b) All other fees, if any, identified in the License Summary, including without limitation, the Connection Fee and Site Inspection Fee, shall be delivered to Gray upon execution of this Agreement.

(c) Any amounts not paid within five business days of when due shall bear interest until paid at the lesser of (i) five percent per annum or (ii) the maximum rate permitted under state or federal law. Licensee shall be responsible for and pay all charges related to utility services necessary to service the Equipment of Licensee. Licensee shall pay all taxes and other fees or charges attributable to the Premises leased by Licensee hereunder, including any increase in real property taxes assessed on the Tower Site if directly or solely attributable to the Equipment (or any other improvements) placed by Licensee on the Tower Site. Licensee shall pay any taxes attributable to the rents paid by Licensee hereunder to Gray.

5. **Work.** Licensee shall not perform any Work without the prior written approval of Gray, which shall not be unreasonably withheld so long as such Work does not cause Interference with any other Tenant's use of the Tower and so long as the weight and load levels of the Tower are not increased as a result thereof. All Work shall comply with plans approved by Gray and with all Applicable Laws. Licensee shall ensure that the Work does not interfere or cause Interference with communications systems, equipment and operations of other Priority Users on the Tower Site. Gray reserves the right, in its sole discretion, to refuse to permit any person or company to climb any tower structure owned or leased by the Gray. Licensee shall pay all invoices of labor and materialmen in a timely manner to prevent the imposition of any liens on Gray's property or Licensee's property located on the Tower Site. In no event shall Licensee install or cause to be installed any additional utilities without the prior consent of Gray, which consent shall not be unreasonably withheld. A Structural Analysis, AM Detuning Study and/or an Intermodulation Study may be required by Gray in connection with any proposed Work, with such requirement delivered to Licensee simultaneously with Gray's approval of Licensee's Work, and Licensee will be liable for the cost thereof. Upon completion of any Work, Licensee shall submit written evidence satisfactory to Gray confirming that the modifications and/or improvements were performed in precisely the manner as approved by Gray, without any change whatsoever, unless said change had the prior written approval of Gray.

6. **Access.** Licensee agrees that only authorized engineers, employees or properly authorized contractors, subcontractors and agents of Licensee, approved in advance by Gray or FCC Inspectors will be permitted to enter the Tower Site. The names of Licensee's service technicians who shall constitute authorized engineers, employees, contractors, subcontractors or agents of Licensee shall be submitted to Gray and approved in writing in advance before any such entry by any such individual. To further facilitate security and safety procedures, Licensee will update its list of authorized personnel as such updating may be required. Licensee understands that its authorized technicians will observe all reasonable security and safety procedures, now or in the future placed in effect, by Gray. Such procedures may include, but are not limited to, any sign-in/sign-out log that may be required by Gray.

7. **Interference.**

(a) **General.** Licensee shall cooperate to the fullest extent with any Tenant and Gray, so as to anticipate and prevent any Interference of any and all Tenants whose equipment was installed on the Tower prior to the day that Licensee installs its Equipment on the Tower. In addition to the foregoing, in no event shall Licensee's use of the Tower Facility or operation of any of its equipment thereon, be conducted in a manner that causes Interference with Gray's lighting system. In the event that Gray, in its sole discretion, determines that the use of Licensee's Equipment results in Interference, Gray shall notify

Licensee and Licensee shall immediately cease operations, and Licensee shall be solely responsible to reimburse Gray for any damages resulting from said Interference.

(b) Information. Licensee shall cooperate with Gray and with other lessees, licensees or occupants of the Tower Site for purposes of avoiding Interference and/or investigating claims of Interference. Upon request, Licensee, within ten days of Gray's request, shall provide Gray with a list of Licensee's transmit and receive frequencies and Equipment specifications necessary to resolve or investigate claims of Interference.

(c) Priority. Subject to FCC Rules and Regulations and other Applicable Law, the Parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Tenants has been based on the priority of occupancy of each user to another user of the Tower or Tower Site, which priority has been based on the order of submittal to Gray of its collocation application or full execution of a license agreement by each user of the Tower or Tower Site. Licensee acknowledges and agrees that if Licensee replaces its Equipment or alters the frequency of the Equipment to a frequency range other than as described on Exhibit A, Licensee will lose its priority position for protection from Interference with regard to Equipment operating at the new frequency in its relationship to other Tenants which are in place as of the date Licensee replaces its Equipment or alters its radio frequency, consistent with this Section.

(d) Interference to Licensee's Operations. In the event that Licensee experiences Interference caused by Subsequent Users, Licensee shall notify Gray in writing of such Interference and Gray shall cause the party responsible for the Subsequent User causing said Interference to immediately take all steps necessary to determine the cause of and eliminate such Interference. If the Interference continues for a period in excess of seventy-two hours following such notification, Gray shall use commercially reasonable efforts to cause the Subsequent User to reduce power and/or cease operations until such time as such Subsequent User can make repairs to the Equipment causing such Interference.

(e) Interference by Licensee. Notwithstanding any prior approval by Gray of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause interference to Gray and/or other Priority Users of the Site. If Licensee is notified in writing that its operations are causing such Interference, Licensee will immediately take all necessary steps to determine the cause of and eliminate such Interference. If the Interference continues for a period in excess of seventy-two hours following such notification, Gray shall have the right to require Licensee to reduce power and/or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Gray shall have the right to terminate the operation of the Equipment causing such Interference, at Licensee's cost, and without liability to Gray for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions. Licensee shall indemnify and hold Gray and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from Interference to Subsequent Users caused by Licensee's Equipment. Gray shall require the inclusion of a similar provision in any license for all Subsequent Users.

8. FCC Requirements Regarding Interference. Nothing herein shall prejudice, limit or impair Licensee's rights under Applicable Law, including, but not limited to FCC Rules and Regulations, to redress any Interference independently of the terms of this Section. Notwithstanding anything herein to the contrary, the provisions set forth in this Section shall be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees, in the deployment of their frequencies and the operation of the Equipment. If Licensee deploys its frequencies or operates the Equipment in a

manner which prevents any other user of the Tower or Tower Site from decoding signal imbedded in their licensed frequencies such that Gray makes a determination that Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and manner proscribed by Gray, Licensee shall be default of this Agreement and the remedies set forth in Sections 7 and 16 shall apply.

9. **Site Rules and Regulations.** Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Site by Gray, which may be modified by Gray from time to time upon receipt by Licensee of such revised rules and regulations. Such rules and regulations will not unreasonably interfere with Licensee's use of the Premises under this Agreement.

10. **Insurance.**

(a) Prior to commencing any work or otherwise rendering the services under the Agreement, Licensee will provide to Gray Television, Inc. ("Certificate Holder") (at P.O Box 1867, Albany, GA 31702-1867, Attn: Risk Management) with a (1) a fully executed copy of this Agreement and (2) a Certificate of Insurance verifying the minimum coverages below with respect to the insurance policies of Licensee and the policies of each subcontractor to be utilized by Licensee to perform any portion of work or services under this Agreement, in all cases, with each insurance carrier having a rating by A.M. Best of A- VII or higher and all such insurance being primary and non-contributory:

- (i) **Commercial General Liability** – an Occurrence based ISO policy or its functional equivalent that includes contractual liability; a minimum of \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products-Completed Operations Aggregate / \$5,000 Medical Expense (any one person). Gray Television, Inc. and all its subsidiaries must be named as Additional Insured by form CG2010 07 04 and CG2037 07 04 or their functional equivalents. Waiver of Subrogation applies in favor of the Additional Insureds and Certificate Holder.
- (ii) **Umbrella Coverage** – a minimum limit of \$10,000,000. Gray Television, Inc. and all its subsidiaries should be named as an Additional Insured.
- (iii) **Professional E&O Liability** (structural engineering) – a minimum of \$1,000,000 per occurrence.
- (iv) **Automobile Liability** – a minimum \$1,000,000 CSL with both hired and non-owned liability. Gray Television, Inc. and all its subsidiaries should be named as Additional Insured. Waiver of Subrogation applies in favor of the Additional Insureds and Certificate Holder.
- (v) **Workers' Compensation / Employers Liability** – a minimum of \$1,000,000 each accident, \$1,000,000 policy limit, \$1,000,000 each employee. Policy must include each proprietor, partner, executive, officer, or LLC member of Licensee. Waiver of Subrogation applies in favor of the Additional Insureds and Certificate Holder.
- (vi) **All Risk Builders / Installation Floater** – a minimum of replacement cost value of the tower, antennae, cost of modifications, repairs or alternations, and estimated cost of debris removal. Coverage should include Faulty Workmanship or Materials and Faulty Design Specifications.

(b) Licensee's failure to comply with all insurance requirements set forth in this Section or any other agreement between the parties will not relieve Licensee from any liability under this Agreement. Licensee's obligations herein will not be construed to conflict with or limit Licensee's indemnification obligations under this Agreement.

(c) Licensee will avoid any action that may cause damage to any part of the Tower Site or equipment owned by Gray's other Tenants. Gray shall not be responsible for any damages caused by Acts of God or any other acts beyond the control of Gray, its agents, employees, contractors, invitees, guests or other representatives.

11. **Condemnation.** Any condemnation of any parts of the Tower Site not preventing enjoyment of Licensee's rights hereunder shall have no effect on this Agreement. If such enjoyment is partially and adversely affected, there will be an equitable adjustment of the License Fee, and in any case, Gray shall collect the entire award, and to the extent of the award shall carry out any physical restoration of the balance of the Tower Site required for continued exercise of Licensee's rights hereunder. If such condemnation prevents enjoyment of Licensee's rights hereunder, this Agreement shall be terminated and the parties shall be free to make and prosecute claims against the condemning authority for their respective damages. Notwithstanding anything in this Agreement to the contrary, Licensee acknowledges and understands that Licensee has no real property interest as a result of this Agreement and that this Agreement constitutes a mere license entitling Licensee to the rights and privileges set forth herein as contractual interests of a personal property nature.

12. **Force Majeure and Failure of Service.** Gray shall incur no liability to Licensee for failure to furnish space, as provided herein, or the rendition of any service, if prevented by wars, acts of terrorism, fires, strikes or labor troubles, accidents, acts of God, acts by the City, State, Federal and/or other governmental authorities, unavoidable delay or other causes beyond Gray's direct control, involving the partial or total destruction of real property, the Tower or the Transmission Building, provided that Gray shall use its best efforts to replace and restore damaged or destroyed elements thereof (utilizing available insurance and/or condemnation proceeds only) and reinstate services as promptly and reasonably as possible. In the event of the total or substantial partial destruction of the Tower or the Transmission Building, Gray may, at its option, either (i) terminate this Agreement, or (ii) rebuild its facilities and reinstate service to Licensee as promptly as reasonably possible (utilizing available insurance and/or condemnation proceeds only). During the period in which Gray by reason of any such loss or damage shall be unable to furnish space or render any service, the rental payments shall be suspended, but otherwise the covenants and agreements of Licensee under the terms of this Agreement shall be in full force and effect.

13. **Sales and Assignments (Gray).** If Gray shall sell or otherwise dispose of the Tower Site and the Tower, Gray shall be automatically freed and relieved of all liability on the part of the Gray contained in this Agreement to be performed thereafter, provided that upon such conveyance the grantee shall expressly assume, subject to the limitations of this Section, all the covenants, agreements and conditions in this Agreement contained, to be performed on the part of the Gray, it being intended that the covenants and agreements contained in this Agreement on the part of Gray shall, subject to the aforesaid and be binding on Gray, its successors and assigns, only during and with respect to their respective successive periods of ownership.

14. **Sales and Assignments (Licensee).** Licensee may not assign this Agreement without Gray's prior written consent which consent shall not be unreasonably withheld. Gray may insist upon continued liability by Licensee under this Agreement as a condition to any approval of a proposed sale and/or assignment by Licensee.

15. **RF Radiation and Safety/ Antenna Servicing.**

(a) Immediately upon demand of Gray, Licensee at Licensee's sole expense shall have RF Radiation Studies performed to respond to any reasonable belief by Gray that Licensee's use of the Tower Site is in violation of any applicable radio frequency ("RF") radiation restrictions or any other law, rule or

regulation. Such studies shall be certified to and delivered to Gray. Licensee shall immediately shut down its Equipment, transmission operations and systems upon notice from Gray, or if at any time Licensee has reason to believe, that failure to so act will or may foreseeably result in human exposure to RF radiation in excess of guidelines established by the American National Standards Institute (including any other successor association established for the same purpose, "ANSI") or FCC Rules and Regulations in effect at such time. Licensee shall also shut down or reduce its transmission operations as reasonably requested by Gray to permit inspection, construction or maintenance activities in or on the Tower Site, whether such request is made to accommodate Gray's or another Tenant's or user's needs. All such requests by Gray requiring the reduction or shutdown of Licensee's operations for discretionary purposes shall be given with reasonable advance notice and shall be made for periods that are intended to cause as little disruption to Licensee's operations as is commercially reasonable. Licensee shall inform all employees, agents and contractors who may perform work at the Tower Site of radiation protection rules, including those set forth herein, and shall inform all such persons of the presence of warning signs at the Tower Site designating certain areas or locations as prohibited areas or "hot spots." Licensee shall maintain compliance with all applicable rules, laws and regulations concerning RF radiation.

(b) Licensee agrees to cooperate fully in taking the necessary steps to protect personnel working on the Tower from exposure to RF Radiation energy in excess of acceptable standards as may now or in the future be established by the ANSI and adopted by the FCC and any other government agency which now or in the future may regulate such matters.

16. **Default.**

(a) In the event Licensee shall cause Interference and fails to cease such Interference within the time periods set forth in Section 7 herein, Gray shall have all of the rights and remedies afforded under the laws of the State in which the Tower Site is located including, without limitation, a lien of Gray against all of the Equipment of Licensee installed on the Tower or at the Tower Site for any costs, loss or damage caused to Gray by the default of Licensee. In the event Licensee breaches any other obligations under this Agreement, including, without limitation, the obligation to cure any Interference caused by Gray in violation of this Agreement, and fails to cure the same within twenty days following receipt of written notice, Gray shall have the right to terminate this Agreement immediately.

(b) Upon the expiration of the Term or termination of this Agreement in accordance with any provisions of this Agreement, Licensee shall quit and peaceably surrender the Tower and its space on the Tower and within the Tower Site to Gray in good order and repair less reasonable wear and tear; damage by fire and other casualty excepted provided insurance proceeds are delivered to Gray if the damage is covered by insurance required of Licensee hereunder.

(c) No right or remedy herein conferred upon or reserved to Gray is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in hereafter existing at law or in equity of by statute.

(d) The right to enter judgment against Licensee and to enforce all of the other provisions of this Agreement hereinabove provided may, at the option of any assignee of this Agreement, be exercised by any assignee of the Gray's interest in this Agreement for his, her, their or its own name.

17. **Continuing Obligation.** Neither the termination of this Agreement for default nor any dispossession order shall relieve Licensee of its previously accrued and future liability and obligations under this Agreement, and any such liability and obligation shall survive any such termination or order. In such event, whether or not any part of the Tower Site licensed hereunder shall be relet, Licensee shall pay to Gray the license fees and all other charges required to be paid by Licensee up to the time of such

expiration or termination of this Agreement. Thereafter until the end of what would have been the term of this Agreement in the absence of such termination, Licensee shall be liable to Gray for, and on ten days' notice to Licensee shall pay to Gray, as and for liquidated and incurred damages for default.

18. **Waiver.** No failure by Gray to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy upon a default by Licensee hereunder and no acceptance of full or partial rent during the continuance of any such default shall constitute a waiver of any such default or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement to be performed or complied with by Licensee, and no default with respect thereto, shall be waived, altered, modified or terminated except by written instrument executed by Gray. No waiver of any default shall otherwise affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to another then existing or subsequent default with respect thereto.

19. **No Recordation.** The parties agree that neither this Agreement nor a memorandum hereof shall be recorded in the land records in the county in which the Tower is located.

20. **Indemnification.** Except to the extent caused by the willful misconduct or gross negligence of Gray, its agents, employees and contractors, Licensee shall indemnify and hold Gray and its employees and affiliates (the "**Gray Parties**"), harmless from any and all Claims which may be imposed upon or incurred by or asserted against the Gray Parties by reason of the acts or omissions of Licensee, its employees, agents, contractors, invitees, guests or other representatives, and Licensee shall compensate Gray for all damages sustained by Gray. Gray shall indemnify and hold Licensee harmless from any and all Claims to the extent resulting from the willful misconduct of Gray, its agents, employees and contractors.

21. **Limitation of Liability.** Gray shall not be liable for any damage, cost, compensation or claim arising out of any act or omission resulting in inconvenience, annoyance, interruption of transmission and loss of revenue resulting in the necessity of repairing or replacing any portion of the Premises, the interruption in the use thereof or the termination of this Agreement by reason of the destruction thereof. Notwithstanding anything to the contrary contained in this Agreement, the covenants, undertakings and agreements herein made on the part of Gray are made and intended not for the purpose of binding Gray personally or the assets of Gray, but are made and intended to bind only the Gray's interest in the Tower Site, as the same may, from time to time, be encumbered and no personal liability shall at any time be asserted or enforceable against Gray or its stockholders, officers, employees, affiliates, or respective successors and assigns on account of this Agreement or any agreement of Gray hereunder.

22. **Liens.** If any mechanics, laborers or materialman's lien shall at any time be filed against the Tower Site or any part thereof as a result of Licensee's occupancy thereof, or which arises out of any claim asserted against Licensee, Licensee within twenty days after written notice of the filing thereof shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

23. **Hazardous Materials.** Licensee shall not bring any Hazardous Materials, including without limitation, any equipment containing polychlorinated byphenyls ("PCBs"), onto the Tower Site. Licensee shall be responsible for and shall indemnify and hold the Gray Parties harmless from all claims, loss or expenses (including reasonable attorney's fees) arising from the presence of Hazardous Materials introduced at, in or under the Tower Site by Licensee or any of its authorized service technicians, engineers, employees, contractors or subcontractors. This provision shall survive termination of this Agreement.

24. **Quiet Enjoyment.** Gray covenants that Licensee, on paying the applicable fees and performing the covenants herein contained, shall and may peacefully and quietly hold and enjoy the rights provided for in this Agreement for the term hereof and subject to the provisions contained herein. Except as to a claim of title superior to that of Gray which would violate the covenant of quiet enjoyment set forth in this Paragraph, Gray makes no representations or warranties whatsoever and Licensee accepts the rights and privileges set forth herein strictly on an “As Is” basis. Licensee agrees that this Agreement shall be subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever that may now exist or hereafter be placed on or against the Tower Site or on or against Gray’s interest or estate therein, all without the necessity of having further instruments executed by Licensee to effect such subordination.

25. **Notices.** Any and all notices, consents and other communications provided for herein shall be in writing and shall be deemed sufficiently given when delivered by a nationally recognized overnight courier or by registered or certified mail to a party at the appropriate address set forth in Exhibit A (or another address provided in writing by the receiving party).

26. **Term Subject to Prime Lease.** The following paragraph shall only apply in the event that Gray holds a leasehold interest in the Tower Site:

If Gray’s rights in the Tower Site are derived from a Prime Lease, then the Term shall continue and remain in effect only as long as Gray retains its interest under said Prime Lease. Gray covenants and agrees to take no action that would create a default under a Prime Lease or exercise any right to terminate without cause that may be contained in a Prime Lease and to exercise all renewal rights contained in a Prime Lease for the Term of this Agreement. Prior to exercising any right to terminate the Prime Lease for cause, Gray shall give Licensee thirty days prior written notice and an opportunity to cure the default of the counter party to the Prime Lease. If Gray terminates the Prime Lease for cause, Gray shall give Licensee a reasonable opportunity to negotiate a license with the counter party to the Prime Lease and agrees to convey the tower and any of Gray’s equipment or facilities located at the Site that support Licensee’s operations to Licensee, if requested by Licensee. If the Prime Lease expires prior to the expiration of the Term of this Agreement, after all renewal rights contained therein have been exercised, then Gray agrees to exercise commercially reasonable efforts to negotiate an extension of the term of the Prime Lease for a period equal to the then remaining Term of this License. Notwithstanding the foregoing sentence, after exercising all renewal rights contained in a Prime Lease, Gray shall not be obligated to (i) enter into a new prime lease or extend the Prime Lease if it becomes apparent to Gray that it would be economically disadvantageous to do so, or (ii) continue negotiations to extend the Prime Lease if it becomes apparent to Gray that it will not be able to negotiate economically advantageous terms. If Gray makes the determination not to attempt or make further attempts to negotiate a new Prime Lease or a renewal of the Prime Lease as described in (i) or (ii) in the preceding sentence, Gray shall give Licensee written notice thereof and, at Licensee’s request, Gray shall assign to Licensee its interest in the Prime Lease and convey the Tower and any of Gray’s equipment located at the Tower Site that support Licensee’s operations; thereafter, Licensee may attempt to negotiate a new prime lease or extension of the Prime Lease.

27. **Miscellaneous.** This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and effective with the Commencement Date supersedes all prior agreements, representations, and conditions between the parties with respect thereto. All questions regarding the validity, interpretation, performance and enforcement of the provisions of this Agreement shall be governed by the laws of the state in which the Tower Site is located. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement

or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The captions of this Agreement have been inserted for convenience only and are not to be construed as part of this Agreement or in any way limiting the scope or intent of its provision. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.



## COUNTY OF PAGE

103 South Court Street, Suite F  
Luray, Virginia 22835  
(540) 743-4142  
Fax: (540) 743-4533

Board of Supervisors:

Johnny Woodward – Chairman – At- Large  
Keith Guzy – District 1  
David Wiatrowski – District 2  
Mark Stroupe – District 3  
Larry Foltz – District 4  
Dorothy Pendley – District 5

County Administrator:

Amity Moler

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**TO:** Chairman Woodward and Board of Supervisors  
**FROM:** Regina Miller, Assistant to the County Administrator  
**THRU:** Amity Moler, County Administrator  
**SUBJECT:** Board and Commission Appointments  
**DATE:** July 15, 2016

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**SUMMARY:**

Appointments need to be made to the following: Shenandoah Valley Partnership.

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**Shenandoah Valley Partnership:**

Mark Stroupe's term on the Partnership Board of Directors expired on June 30<sup>th</sup>. He is eligible to be reappointed and is willing to continue serving. His new term would be for two years through June 30, 2018.

**Motion:**

I move to reappoint \_\_\_\_\_ to the Shenandoah Valley Partnership Board of Directors.



## COUNTY OF PAGE

103 South Court Street, Suite F  
Luray, Virginia 22835  
(540) 743-4142  
Fax: (540) 743-4533

### Board of Supervisors:

Johnny Woodward – Chairman – At- Large  
D. Keith Guzy, Jr. – District 1  
David Wiatrowski – District 2  
Mark Stroupe – District 3  
Larry Foltz – District 4  
Dorothy F. Pendley – District 5

### County Administrator:

Amity Moler

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**TO:** Chairman Woodward and Board of Supervisors

**FROM:** Amity Moler, County Administrator

**SUBJECT:** Consent Agenda

**DATE:** July 15, 2016

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### **SUMMARY:**

The Consent Agenda is a part of the Board's regular meeting agenda, which includes the financial reports, accounts payable and payroll, the meeting minutes for the prior month, and any other items, which would not require discussion.

### **RECOMMENDATION:**

Approval of the Consent Agenda.

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### **BACKGROUND:**

The purpose of the Consent Agenda is to provide a method for the expeditious handling of items, which will not require discussion by the Board. The Code of Virginia requires the Board of Supervisors to approve accounts payable and payroll checks as well as payroll related electronic fund transfers. According to the Board's Rules of Procedure, all warrants must be presented to the Board of Supervisors for action as a consent agenda item at their regular meeting.

### **FISCAL IMPACT:**

The accounts payable checks, payroll checks, payroll direct deposit, and payroll tax electronic fund transfers totaled \$2,320,286.79 for the month of June.

### **MOTION(S):**

I move to approve the Consent Agenda as follows:

- Financial reports for the period of June 1-30, 2016;
- Accounts payable checks, payroll checks, payroll direct deposits, and payroll tax related electronic fund transfers totaling \$2,320,286.79 for the month of June 2016;
- Minutes of June 7, 2016 and June 21, 2016.

### **ATTACHMENT(S):**

1. Financial Reports for June 1-30, 2016 (provided separately)
2. Warrant Report for June 1-30, 2016

3. Payroll Warrant Report, dated June 3, 2016
4. Payroll Warrant Report, dated June 17, 2016
5. Board of Supervisors Minutes for June 7, 2016 and June 21, 2016

MOTION: I move to accept the Financial Reports for the period June 1 – June 30, 2016.

**AGENDA**

**BOARD OF SUPERVISORS**

**July 19, 2016**

SUBJECT: Financial Reports

ISSUE: Approval by the Board of Supervisors of monthly Financial Reports in accordance with county policy and the Code of Virginia.

RECOMMENDATION: Approval

FISCAL IMPLICATIONS: These are summaries of all fiscal activity for the month.

TIMING: Routine

POLICY IMPLICATIONS: None

DISCUSSION: The County's budget ended the month with an unencumbered balance of \$4,835,327.33. The general fund accounts for \$1,133,175.67 of the unencumbered amount.

The county's cash and investment portfolio equaled \$10,016,340.28 at the end of the month.

\*Numbers were submitted based on reports generated by the computer and by a study of reports submitted in prior months by the Finance Department.

STAFF:



ATTACHMENTS: Summary of Revenue and Expenditures  
Balance Sheet  
Departmental Expenditures

MOTION: I move to approve accounts payable checks, payroll checks, payroll direct deposits, and payroll tax related electronic funds transfers, which total **\$2,320,286.79** as detailed in the discussion section and the supporting warrant lists.

**AGENDA**

**BOARD OF SUPERVISORS**

**July 19, 2016**

SUBJECT: Warrant Lists

ISSUES: State law requires the Board of Supervisors to approve accounts payable and payroll checks as well as payroll related electronic funds transfers.

RECOMMENDATION: Approval.

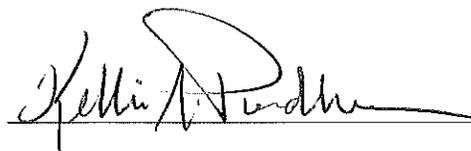
FISCAL IMPLICATIONS: This action is necessary to fulfill the County's financial obligations to vendors and employees.

TIMING: Routine.

POLICY IMPLICATIONS: This action complies with the policy that was set by the Board of Supervisors as to the payment of invoices, payroll, etc.

DISCUSSION:

	Beginning Check #	Ending Check #	Amount
Payroll Checks dated June 3, 2016	231502	231535	18,901.83
Direct Deposits			158,945.93
Tax Electronic Transfers			59,204.79
Payroll Checks dated June 17, 2016	231536	231564	20,963.41
Direct Deposits			149,670.82
Tax Electronic Transfers			56,484.67
Payroll Total			464,171.45
Accounts Payable -6/1/15 through 6/30/15	187221	187596	1,745,704.24
Electronic Transfers	91561	91567	110,411.10
AP Total			1,856,115.34
<b>TOTAL</b>			<b>\$2,320,286.79</b>

ATTACHMENTS: Warrant Lists, Check Registers, Direct Deposit Registers, and Payroll Register summary pages, which details the Tax Electronic Transfer.

# **Warrant Report**

**June 1, 2016**

**through**

**June 30, 2016**

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
06/03/2016	91561	TREASURER OF VA. - VRS	256	14,245.17
06/08/2016	91562	SUNTRUST BANK	3632	26,954.93
06/08/2016	91563	USDA RURAL DEVELOPMENT	2751	10,430.00
06/08/2016	91564	USDA RURAL DEVELOPMENT	2751	39,870.00
06/08/2016	91565	USDA RURAL DEVELOPMENT	2751	11,585.00
06/08/2016	91566	USDA RURAL DEVELOPMENT	2751	3,663.00
06/08/2016	91567	USDA RURAL DEVELOPMENT	2751	3,663.00
06/03/2016	187221	AMERICAN FAMILY LIFE ASSURANCE	270	1,097.20
06/03/2016	187222	ANTHEM BLUE CROSS BLUE SHIELD	276	76,985.00
06/03/2016	187223	AUTOZONE INC.	2703	157.03
06/03/2016	187224	HERBERT L. BESKIN, TRUSTEE	4412	280.00
06/03/2016	187225	BEST UNIFORMS OF GALLS	4330	88.25
06/03/2016	187226	MARSHA A. BRYAN	4302	200.00
06/03/2016	187227	CENTURYLINK	3634	1,524.27
06/03/2016	187228	CENTURYLINK	3616	2,824.14
06/03/2016	187229	CLEAR COMMUNICATIONS & ELECTRO	27	1,088.00
06/03/2016	187230	COMCAST	2892	24.99
06/03/2016	187231	COMPUTER PROJECTS OF IL, INC.	3293	693.60
06/03/2016	187232	COMSONICS, INC.	4127	26.00
06/03/2016	187233	CORRECTIONAL PEACE OFFICERS FO	2605	7.50
06/03/2016	187234	EMERGENCY MEDICAL PRODUCTS INC	2032	160.38
06/03/2016	187235	FEDEX	54	120.00
06/03/2016	187236	FLOWERS BAKING CO. OF LYNCHBUR	59	271.81
06/03/2016	187237	FORM NETWORKS LLC	4242	870.00
06/03/2016	187238	ID NETWORKS, INC.	2621	1,550.00
06/03/2016	187239	INTERSTATE ALL BATTERY CENTER	2904	324.82
06/03/2016	187240	JESSICA KARNES	4269	1,358.00
06/03/2016	187241	LANCASTER ENTERPRISES	139	10.95
06/03/2016	187242	LD&B INSURANCE & FINANCIAL SER	4135	712.29
06/03/2016	187243	KIMBERLY M. LUCAS	4458	1,582.00
06/03/2016	187244	LURAY COPY SERVICE, INC.	145	314.00
06/03/2016	187245	LURAY VOLUNTEER RESCUE SQUAD	317	11,435.41
06/03/2016	187246	TRYSTAN G. MARTIN	4374	165.00
06/03/2016	187247	MINNESOTA LIFE	257	192.05
06/03/2016	187248	NATIONWIDE RETIREMENT SOLUTION	824	25.00
06/03/2016	187249	BRYAN M. NELSON	3090	350.00
06/03/2016	187250	DANIELLE D. NUTTER	4472	1,134.00
06/03/2016	187251	OFFICE DEPOT CREDIT PLAN	4091	35.98
06/03/2016	187252	PAGE CO. BD. OF SUPERVISORS, P	177	123.93
06/03/2016	187253	PAGE CO-OP FARM BUREAU, INC.	175	1,016.38
06/03/2016	187254	PAGE NEWS & COURIER	185	472.40
06/03/2016	187255	PENN VETERINARY SUPPLY, INC.	171	2.72
06/03/2016	187256	PERFORMANCE FOODSERVICE-VIRGIN	4480	3,051.22
06/03/2016	187257	DAKOTA M. PERRY	4048	150.00
06/03/2016	187258	PIPER OFFICE SUPPLY, INC.	187	40.44
06/03/2016	187259	QUARLES ENERGY SERVICES	4039	114.06
06/03/2016	187260	QUILL CORPORATION	188	281.96
06/03/2016	187261	KAREN L. RHINEHART	3598	2,716.00
06/03/2016	187262	RICOH USA INC	3999	20.00
06/03/2016	187263	RICOH USA INC	3973	744.97
06/03/2016	187264	ROBERTS OXYGEN COMPANY, INC.	2583	50.10

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
06/03/2016	187265	RONNIE'S ELECTRIC	103	426.00
06/03/2016	187266	TINA RUNYON	3688	44.76
06/03/2016	187267	MELISSA E. SEAL	4402	3,098.00
06/03/2016	187268	SHENANDOAH RESCUE SQUAD INC.	335	15,108.97
06/03/2016	187269	SHENANDOAH VOLUNTEER FIRE CO.,	336	163.89
06/03/2016	187270	MELODY L. SNIDER	4394	3,164.00
06/03/2016	187271	SPEECH AND LANGUAGE CENTER, PL	4358	1,000.00
06/03/2016	187272	SPRINT	3238	685.65
06/03/2016	187273	STANLEY VOLUNTEER RESCUE SQUAD	226	12,123.59
06/03/2016	187274	STAPLES ADVANTAGE, DEPT DC	3997	78.19
06/03/2016	187275	TACTICAL OPERATIONS CONSULTING	4129	1,000.00
06/03/2016	187276	TOM'S AUTO REPAIR	2677	907.38
06/03/2016	187277	TOWN OF LURAY	147	2,915.22
06/03/2016	187278	TREASURER OF VIRGINIA	4411	119.52
06/03/2016	187279	TREASURER OF VIRGINIA	4446	184.59
06/03/2016	187280	TREASURER OF VIRGINIA (DCSE)	4484	509.92
06/03/2016	187281	TREASURER OF VIRGINIA (MED EXA	1843	20.00
06/03/2016	187282	UNITED WAY OF PAGE COUNTY	1556	1.00
06/03/2016	187283	VACO RISK MANAGEMENT PROGRAMS	880	188.91
06/03/2016	187284	VALIC	1231	412.50
06/03/2016	187285	VECTOR SECURITY	2926	26.00
06/03/2016	187286	VIRGINIA CREDIT UNION	385	300.00
06/03/2016	187287	TREASURER OF VIRGINIA	867	153.72
06/03/2016	187288	PAMELA S. WIGHTMAN	4254	1,806.00
06/03/2016	187289	WINCHESTER FIRE & SECURITY, LL	4417	61.25
06/08/2016	187290	AFTON COMMUNICATIONS CORP	3912	9.97
06/08/2016	187291	ALLIED PORTABLE TOILETS	2988	150.00
06/08/2016	187292	AMBULANCE MEDICAL BILLING	4470	4,484.91
06/08/2016	187293	ATLANTIC ELECTION SERVICES, IN	1956	1,843.00
06/08/2016	187294	AUTOZONE INC.	2703	38.96
06/08/2016	187295	B&H PHOTO VIDEO	3719	13,259.00
06/08/2016	187296	BEST UNIFORMS OF GALLS	4330	338.33
06/08/2016	187297	BLUE MOUNTAIN ANIMAL CLINIC	15	1,010.97
06/08/2016	187298	BURNER ELECTRICAL SERVICE, INC	21	44.00
06/08/2016	187299	CARTER MACHINERY CO., INC.	2346	26,733.70
06/08/2016	187300	CATERPILLAR FINANCIAL SERVICES	4076	5,561.89
06/08/2016	187301	CENTRAL SHENANDOAH CRIMINAL JU	33	750.00
06/08/2016	187302	CENTURYLINK	3634	22,289.98
06/08/2016	187303	CENTURYLINK	3616	4,540.85
06/08/2016	187304	CITY OF WINCHESTER	1206	71,452.44
06/08/2016	187305	COMCAST	2892	88.23
06/08/2016	187306	BETH W. COMER	4272	587.50
06/08/2016	187307	CONTRACT PHARMACY SERVICES INC	4126	2,478.63
06/08/2016	187308	CROSSROADS COUNSELING CENTER I	4073	900.00
06/08/2016	187309	DAILY NEWS-RECORD	48	307.50
06/08/2016	187310	DRAPER ADEN ASSOCIATES	1664	2,612.80
06/08/2016	187311	EMERGENCY MEDICAL PRODUCTS INC	2032	799.09
06/08/2016	187312	FLOWERS BAKING CO. OF LYNCHBUR	59	177.10
06/08/2016	187313	FORM NETWORKS LLC	4242	200.00
06/08/2016	187314	GENERAL SALES OF VIRGINIA, INC	4488	196.21
06/08/2016	187315	HOLTZMAN OIL CORP	1167	2,939.69

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
06/08/2016	187316	HUGHESNET	4286	105.93
06/08/2016	187317	KANAWHA STONE COMPANY, INC.	4420	354,473.21
06/08/2016	187318	KEYSTONE NEWPORT NEWS, LLC	4246	5,280.00
06/08/2016	187319	LANCASTER ENTERPRISES	139	32.50
06/08/2016	187320	LD&B INSURANCE & FINANCIAL SER	4135	76.00
06/08/2016	187321	TOBBY LONGANECKER	4501	93.87
06/08/2016	187322	LORD FAIRFAX EMS COUNCIL	141	375.00
06/08/2016	187323	LURAY-PAGE CO CHAMBER OF COMME	146	22,916.66
06/08/2016	187324	DR. WALLACE B LUTZ	2352	240.00
06/08/2016	187325	MARLOW FORD	1777	563.27
06/08/2016	187326	MARY K. MENEFEE	2924	350.00
06/08/2016	187327	MIDDLE RIVER REGIONAL JAIL	3657	147,549.35
06/08/2016	187328	MILLER, EARLE & SHANKS, PLLC	2647	8,197.50
06/08/2016	187329	MOORE MEDICAL LLC	1827	818.77
06/08/2016	187330	MOTOROLA	840	127,691.65
06/08/2016	187331	NO. SHENANDOAH VALLEY REGIONAL	1469	1,800.00
06/08/2016	187332	PAGE CO-OP FARM BUREAU, INC.	175	611.87
06/08/2016	187333	PAGE COUNTY HEALTH DEPARTMENT	402	64,355.75
06/08/2016	187334	PAGE COUNTY SHERIFF,PETTY CASH	404	29.50
06/08/2016	187335	PAGE NEWS & COURIER	185	260.45
06/08/2016	187336	PAGE VALLEY VETERINARY CLINIC	802	119.50
06/08/2016	187337	PAINTERS GARAGE TOWING & RECOV	3613	498.91
06/08/2016	187338	PERFORMANCE FOODSERVICE-VIRGIN	4480	3,252.52
06/08/2016	187339	PIPER OFFICE SUPPLY, INC.	187	4,295.77
06/08/2016	187340	PITNEY BOWES GLOBAL FINANCIAL	2788	167.43
06/08/2016	187341	QUILL CORPORATION	188	46.74
06/08/2016	187342	RACEY ENGINEERING PLLC	418	2,475.00
06/08/2016	187343	RAPPAHANNOCK CREATIVE HEALTH C	2887	3,598.00
06/08/2016	187344	REED & REED, PC	2664	120.00
06/08/2016	187345	REED'S TIRE CENTER #1 INC.	887	18.00
06/08/2016	187346	RICOH USA INC	3973	559.30
06/08/2016	187347	SCS ENGINEERS	1637	25,112.88
06/08/2016	187348	SENTARA RMH MEDICAL CENTER	4461	1,458.40
06/08/2016	187349	SENTARA RMH OCCUPATIONAL HEALT	4282	168.00
06/08/2016	187350	SHENANDOAH VALLEY ELECTRIC COO	3703	485.22
06/08/2016	187351	SHENANDOAH VALLEY S.O.T.P.	2745	770.00
06/08/2016	187352	SHENANDOAH VALLEY WATER CO.	2284	83.90
06/08/2016	187353	LYNETTE M. SHENK	2027	86.40
06/08/2016	187354	STANLEY VOLUNTEER FIRE DEPARTM	340	13,000.00
06/08/2016	187355	SUNTRUST BANK	1274	8,050.36
06/08/2016	187356	TOM'S AUTO REPAIR	2677	281.86
06/08/2016	187357	TOWN OF STANLEY	227	181.95
06/08/2016	187358	TREASURER OF VIRGINIA (DPOR)	2234	75.00
06/08/2016	187359	TRUCK & EQUIPMENT CORP.	2581	2,408.37
06/08/2016	187360	TSSI	2444	177.50
06/08/2016	187361	VERIZON	1645	27.00
06/08/2016	187362	VIRGINIA ASSOCIATION OF COUNTI	252	4,981.00
06/08/2016	187363	WALMART COMMUNITY/GEGRB	1790	537.07
06/08/2016	187364	WESTERN VIRGINIA REGIONAL JAIL	4437	13,382.29
06/08/2016	187365	ZEP SALES & SERVICE	657	142.78
06/16/2016	187366	AMBULANCE MEDICAL BILLING	4470	2,487.52

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
06/16/2016	187367	AMERICAN FAMILY LIFE ASSURANCE	270	1,097.20
06/16/2016	187368	AMERIGAS	3494	212.21
06/16/2016	187369	ANTHEM BLUE CROSS BLUE SHIELD	276	80,033.50
06/16/2016	187370	BUSINESS CARD	258	2,458.88
06/16/2016	187371	HERBERT L. BESKIN, TRUSTEE	4412	280.00
06/16/2016	187372	BLUE RIDGE CLEARING & GRINDING	4502	8,400.00
06/16/2016	187373	BURNER ELECTRICAL SERVICE, INC	21	100.00
06/16/2016	187374	CAMPBELL'S PLUMBING	4357	277.89
06/16/2016	187375	CENTRAL ELEVATOR INSPECTION SE	4007	110.00
06/16/2016	187376	CENTRAL TIRE CORPORATION	4271	482.96
06/16/2016	187377	CENTURYLINK	3616	427.84
06/16/2016	187378	CLEAR COMMUNICATIONS & ELECTRO	27	1,751.32
06/16/2016	187379	COMCAST	2892	280.95
06/16/2016	187380	CORRECTIONAL PEACE OFFICERS FO	2605	7.50
06/16/2016	187381	CROSSROADS COUNSELING CENTER I	4073	3,480.00
06/16/2016	187382	DOMINION VIRGINIA POWER	255	37.87
06/16/2016	187383	ENDLESS POSSIBILITIES THERAPEU	4380	3,440.00
06/16/2016	187384	FLOWERS BAKING CO. OF LYNCHBUR	59	88.55
06/16/2016	187385	FORM NETWORKS LLC	4242	420.00
06/16/2016	187386	HOLTZMAN OIL CORP	1167	1,094.32
06/16/2016	187387	HOLTZMAN OIL CORPORATION	1872	6,965.20
06/16/2016	187388	KEYSTONE NEWPORT NEWS, LLC	4246	2,520.00
06/16/2016	187389	KPD, INC. PORT-A-JOHNS	3357	80.00
06/16/2016	187390	LD&E INSURANCE & FINANCIAL SER	4135	712.29
06/16/2016	187391	LETTER PERFECT	758	89.40
06/16/2016	187392	JOSEPH LUCAS	4398	200.00
06/16/2016	187393	LURAY CAR CARE	4368	176.98
06/16/2016	187394	LURAY VOLUNTEER RESCUE SQUAD	317	8,342.74
06/16/2016	187395	LUTHERAN FAMILY SERVICES OF VA	3224	14,700.00
06/16/2016	187396	M & W PRINTERS, INC.	380	8,929.48
06/16/2016	187397	MIDDLE RIVER REGIONAL JAIL	3657	62,351.03
06/16/2016	187398	MINNESOTA LIFE	257	192.05
06/16/2016	187399	AMITY MOLER	2379	123.98
06/16/2016	187400	RUSSELL MONTGOMERY	995	45.80
06/16/2016	187401	MUNDY STONE COMPANY	3855	1,928.03
06/16/2016	187402	NATIONWIDE RETIREMENT SOLUTION	824	25.00
06/16/2016	187403	NORTH SPRING BEHAVIORAL HEALTH	2784	7,925.40
06/16/2016	187404	PAGE CO-OP FARM BUREAU, INC.	175	563.96
06/16/2016	187405	PAGE COUNTY PUBLIC SCHOOLS	178	1,740.00
06/16/2016	187406	PAGE NEWS & COURIER	185	59.50
06/16/2016	187407	TONY PAINTER	1899	43.20
06/16/2016	187408	PAINTERS GARAGE TOWING & RECOV	3613	280.00
06/16/2016	187409	PENN VETERINARY SUPPLY, INC.	171	1,197.40
06/16/2016	187410	PERFORMANCE FOODSERVICE-VIRGIN	4480	4,422.41
06/16/2016	187411	PIFER OFFICE SUPPLY, INC.	187	287.00
06/16/2016	187412	PURCHASE POWER/PITNEY BOWES	1711	1,078.98
06/16/2016	187413	QUILL CORPORATION	188	98.68
06/16/2016	187414	RICOH USA INC	3999	61.63
06/16/2016	187415	RICOH USA INC	3973	938.80
06/16/2016	187416	ROBERTS OXYGEN COMPANY, INC.	2583	194.77
06/16/2016	187417	SENTARA RMH OCCUPATIONAL HEALT	4282	56.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
06/16/2016	187418	SHENANDOAH RESCUE SQUAD INC.	335	11,279.37
06/16/2016	187419	SHENANDOAH VALLEY ELECTRIC COO	3703	7,528.22
06/16/2016	187420	SHENANDOAH VALLEY WATER CO.	2284	78.30
06/16/2016	187421	SHOWALTER SIGNS & SILKSCREENIN	568	40.00
06/16/2016	187422	STANLEY AUTO PARTS & SERVICE	4226	383.64
06/16/2016	187423	STANLEY VOLUNTEER RESCUE SQUAD	226	8,996.59
06/16/2016	187424	SWANA	2002	212.00
06/16/2016	187425	TIDEWATER FLEET SUPPLY, LLC	3959	538.20
06/16/2016	187426	TOM'S AUTO REPAIR	2677	649.74
06/16/2016	187427	TREASURER OF VIRGINIA	4411	119.52
06/16/2016	187428	TREASURER OF VIRGINIA	4446	184.59
06/16/2016	187429	TREASURER OF VIRGINIA (DCSE)	4484	509.92
06/16/2016	187430	TREASURER OF VIRGINIA (MED EXA	1843	20.00
06/16/2016	187431	TREASURER, VA. TECH.	347	18,690.97
06/16/2016	187432	TREASURERS' ASSOCIATION OF VIR	349	400.00
06/16/2016	187433	UMFS	3724	13,814.92
06/16/2016	187434	UNITED WAY OF PAGE COUNTY	1556	1.00
06/16/2016	187435	VACO RISK MANAGEMENT PROGRAMS	880	188.91
06/16/2016	187436	VALIC	1231	412.50
06/16/2016	187437	VALLEY AUTOMATION, INC.	3327	4,504.24
06/16/2016	187438	VIRGINIA CREDIT UNION	385	300.00
06/16/2016	187439	TREASURER OF VIRGINIA	867	56.71
06/16/2016	187440	WEST CENTRAL COMM OF REVENUE A	1987	75.00
06/16/2016	187441	WHSV	114	330.00
06/16/2016	187442	WORLDVIEW SOLUTIONS, INC.	3927	1,495.00
06/16/2016	187443	YOUTH FOR TOMORROW	2098	8,525.00
06/22/2016	187444	AT&T MOBILITY	3037	44.55
06/22/2016	187445	AUTOZONE INC.	2703	361.55
06/22/2016	187446	SHIRRON BALLARD	4057	135.00
06/22/2016	187447	BERGEY'S, INC	4478	5,652.00
06/22/2016	187448	BEST UNIFORMS OF GALLS	4330	47.58
06/22/2016	187449	BURNER ELECTRICAL SERVICE, INC	21	400.00
06/22/2016	187450	CENTRAL ELEVATOR INSPECTION SE	4007	60.00
06/22/2016	187451	CENTURYLINK	3616	317.16
06/22/2016	187452	CLEAR COMMUNICATIONS & ELECTRO	27	951.00
06/22/2016	187453	COMSONICS, INC.	4127	167.85
06/22/2016	187454	CORRISOFT, LLC	4221	913.50
06/22/2016	187455	CROSSROADS COUNSELING CENTER I	4073	180.00
06/22/2016	187456	DIANA EMBREY	4428	150.00
06/22/2016	187457	JAMES E. FARGO	2200	170.82
06/22/2016	187458	FLOWERS BAKING CO. OF LYNCHBUR	59	180.18
06/22/2016	187459	FORM NETWORKS LLC	4242	2,701.81
06/22/2016	187460	GENERAL SALES OF VIRGINIA, INC	4488	763.94
06/22/2016	187461	GRAFTON SCHOOL, INC.	1721	7,326.25
06/22/2016	187462	ALANDA H. GREGORY	3099	135.00
06/22/2016	187463	CAROLYN E. HILLIARD	4316	135.00
06/22/2016	187464	CHESTER HOLSINGER JR	4503	50.00
06/22/2016	187465	BRENDA M. SIMMONS KEMP	4054	135.00
06/22/2016	187466	JEREMY KEYSER	725	38.20
06/22/2016	187467	PATRICIA M. KITE	1945	193.90
06/22/2016	187468	DEBORAH L. KNAUFF	2197	145.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
06/22/2016	187469	CAITLYN KEMP LA FOUNTAIN	3890	145.00
06/22/2016	187470	LANCASTER ENTERPRISES	139	39.71
06/22/2016	187471	TIM LANSBERRY	3505	32.00
06/22/2016	187472	LIBERTY UNIVERSITY, INC.	4504	1,000.00
06/22/2016	187473	JOANNE MARTIN	3763	153.92
06/22/2016	187474	BRENDA F. MAYES	1929	189.38
06/22/2016	187475	NATIONAL COUNSELING GROUP, INC	2681	1,487.06
06/22/2016	187476	OFFICE DEPOT	168	35.98
06/22/2016	187477	ORKIN PEST CONTROL	2382	80.87
06/22/2016	187478	PAGE CO-OP FARM BUREAU, INC.	175	1,200.85
06/22/2016	187479	PAGE COUNTY COUNSELING, PLC	3831	240.00
06/22/2016	187480	JUDITH H. PAINTER	326	145.00
06/22/2016	187481	PENN VETERINARY SUPPLY, INC.	171	18.24
06/22/2016	187482	PERFORMANCE FOODSERVICE-VIRGIN	4480	4,019.37
06/22/2016	187483	PIFER OFFICE SUPPLY, INC.	187	390.13
06/22/2016	187484	MONICA F. PRINTZ	331	145.00
06/22/2016	187485	RICOH USA INC	3973	1,858.89
06/22/2016	187486	PATRICIA ROBERTS	2884	135.00
06/22/2016	187487	ROCKINGHAM COUNTY	2813	60.00
06/22/2016	187488	RONNIE'S ELECTRIC	103	996.00
06/22/2016	187489	FRANCES J. SHACKELFORD	1401	135.00
06/22/2016	187490	SHELL	2037	442.96
06/22/2016	187491	SHENANDOAH VALLEY ELECTRIC COO	3703	428.31
06/22/2016	187492	SHENANDOAH VALLEY WATER CO.	2284	26.00
06/22/2016	187493	DIANE R. SOURS	3418	164.92
06/22/2016	187494	SPEECH AND LANGUAGE CENTER, PL	4358	1,560.00
06/22/2016	187495	STANLEY VOLUNTEER FIRE DEPARTM	340	150.00
06/22/2016	187496	STAPLES ADVANTAGE, DEPT DC	3997	166.36
06/22/2016	187497	TOM'S AUTO REPAIR	2677	66.16
06/22/2016	187498	TSSI	2444	18.00
06/22/2016	187499	VFW POST 8613 AVIS O. COMER	1001	100.00
06/22/2016	187500	SARAH M. VIANDS	1931	150.00
06/22/2016	187501	JASON E. WILKINS	4505	50.00
06/22/2016	187502	WITMER PUBLIC SAFETY GROUP, IN	4327	562.16
06/22/2016	187503	ROY A. WOOD	4506	100.00
06/22/2016	187504	TOM WRIGHT	1866	56.61
06/22/2016	187505	COTY YOUNG	4467	135.00
06/28/2016	187506	WILLIAM W. ALESHIRE	69	80.00
06/28/2016	187507	AMERICAN FAMILY LIFE ASSURANCE	270	1,097.20
06/28/2016	187508	AMERIGAS	3494	270.48
06/28/2016	187509	ANTHEM BLUE CROSS BLUE SHIELD	276	81,683.50
06/28/2016	187510	APPLIED DIGITAL SOLUTIONS INC.	2670	1,787.00
06/28/2016	187511	MARY ANN ARRINGTON	645	120.00
06/28/2016	187512	MIKE ATKINS	2447	.00
06/28/2016	187513	HERBERT L. BESKIN, TRUSTEE	4412	280.00
06/28/2016	187514	JOYCE BURKE	371	104.00
06/28/2016	187515	CAPITAL AUTO GROUP INC.	4510	19,800.00
06/28/2016	187516	FAITH CARLSON	4141	20.00
06/28/2016	187517	CARTER MACHINERY CO., INC.	2346	4,617.00
06/28/2016	187518	CENTRAL TIRE CORPORATION	4271	540.16
06/28/2016	187519	CENTURYLINK	3616	634.44

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
06/28/2016	187520	CITY OF WINCHESTER	1206	71,452.43
06/28/2016	187521	COMCAST	2892	117.63
06/28/2016	187522	CORRECTIONAL PEACE OFFICERS FO	2605	7.50
06/28/2016	187523	PETER J. CREATURO, JR.	4138	120.00
06/28/2016	187524	GLENROSE DAMERON	368	120.00
06/28/2016	187525	MARY K. EARHART PLLC	3887	6,902.20
06/28/2016	187526	FAMILY EDUCATIONAL SERVICES, L	4508	178.75
06/28/2016	187527	FLOWERS BAKING CO. OF LYNCHBUR	59	177.10
06/28/2016	187528	FORM NETWORKS LLC	4242	465.00
06/28/2016	187529	COUNTY OF FREDERICK, TREASURER	3152	8.32
06/28/2016	187530	JACQUELINE E. GREEN	4137	48.00
06/28/2016	187531	EVELYN A. HARVEY	4139	72.00
06/28/2016	187532	BRENDA C. HILLIARD	781	120.00
06/28/2016	187533	HOLTZMAN CORP	4162	1,673.97
06/28/2016	187534	HOLTZMAN OIL CORP	1167	1,531.23
06/28/2016	187535	JANNEY & JANNEY	1756	120.00
06/28/2016	187536	MARY E. JOHNSON	513	128.00
06/28/2016	187537	SUE C. KEYTON	947	120.00
06/28/2016	187538	OTIS R. LAM, JR.	1467	120.00
06/28/2016	187539	LD&B INSURANCE & FINANCIAL SER	4135	724.98
06/28/2016	187540	LORD FAIRFAX EMS COUNCIL	141	34.00
06/28/2016	187541	LOUDERBACK IMPLEMENT CO., INC.	622	110.94
06/28/2016	187542	LURAY COPY SERVICE, INC.	145	690.45
06/28/2016	187543	LURAY HIGH SCHOOL	1286	1,170.00
06/28/2016	187544	LUTHERAN FAMILY SERVICES OF VA	3224	2,100.00
06/28/2016	187545	MARLOW FORD	1777	16.00
06/28/2016	187546	RONALD MCCLELLAND	3434	20.00
06/28/2016	187547	CAROYLN A. MILLER	3547	16.00
06/28/2016	187548	KAY MIMS	651	120.00
06/28/2016	187549	PHILIP MIMS	727	120.00
06/28/2016	187550	MINNESOTA LIFE	257	192.05
06/28/2016	187551	NATIONWIDE RETIREMENT SOLUTION	824	25.00
06/28/2016	187552	JAMES E. NICHOLSON, JR.	2280	28.00
06/28/2016	187553	NORTH MOUNTAIN DIETETIC SERVIC	4169	206.25
06/28/2016	187554	PAGE CO-OP FARM BUREAU, INC.	175	610.41
06/28/2016	187555	PAGE COUNTY SHERIFF,PETTY CASH	404	10.00
06/28/2016	187556	PAINTERS GARAGE TOWING & RECOV	3613	1,021.71
06/28/2016	187557	PERFORMANCE FOODSERVICE-VIRGIN	4480	3,731.49
06/28/2016	187558	PIFER OFFICE SUPPLY, INC.	187	160.11
06/28/2016	187559	PITNEY BOWES GLOBAL FINANCIAL	2788	150.00
06/28/2016	187560	DANIEL W. PRESGRAVES	996	40.00
06/28/2016	187561	ELVENA PRICE	1013	48.00
06/28/2016	187562	QUARLES ENERGY SERVICES	4039	32.89
06/28/2016	187563	QUILL CORPORATION	188	104.03
06/28/2016	187564	RACINE MULTISPORTS, LLC	4395	2,250.00
06/28/2016	187565	RICOH USA INC	3999	20.00
06/28/2016	187566	RICOH USA INC	3973	808.58
06/28/2016	187567	CHARLES W. ROSE	566	120.00
06/28/2016	187568	EDWARD M. SEDWICK	4136	120.00
06/28/2016	187569	SHENANDOAH AREA AGENCY ON AGIN	334	16,250.00
06/28/2016	187570	SHENANDOAH VALLEY ELECTRIC COO	3703	656.66

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
06/28/2016	187571	GWENDOLYN G. SHENK	4144	120.00
06/28/2016	187572	SPRINT SOLUTIONS INC	3764	2,096.23
06/28/2016	187573	STANLEY AUTO PARTS & SERVICE	4226	14.68
06/28/2016	187574	STAPLES ADVANTAGE, DEPT DC	3997	578.76
06/28/2016	187575	BETTY JO STILLWELL	1165	120.00
06/28/2016	187576	REBECCA W. STRAWDERMAN	4149	68.00
06/28/2016	187577	JOHN B. THOMAS	1670	24.00
06/28/2016	187578	TOM'S AUTO REPAIR	2677	817.42
06/28/2016	187579	TOWN OF LURAY	147	3,088.24
06/28/2016	187580	TOWN OF STANLEY	227	9,199.86
06/28/2016	187581	TREASURER OF VIRGINIA	4411	119.52
06/28/2016	187582	TREASURER OF VIRGINIA	4446	184.59
06/28/2016	187583	TREASURER OF VIRGINIA (DCSE)	4484	186.43
06/28/2016	187584	UNITED WAY OF PAGE COUNTY	1556	1.00
06/28/2016	187585	VACO RISK MANAGEMENT PROGRAMS	880	196.55
06/28/2016	187586	VALIC	1231	412.50
06/28/2016	187587	VECTOR SECURITY	2926	26.00
06/28/2016	187588	VERIZON	1645	27.00
06/28/2016	187589	VETERAN'S HEATING & AIR	508	75.00
06/28/2016	187590	VIRGINIA CREDIT UNION	385	300.00
06/28/2016	187591	TREASURER OF VIRGINIA	867	210.43
06/28/2016	187592	WALMART COMMUNITY/GEGRB	1477	573.50
06/28/2016	187593	DONALD WILSON R	4507	5,000.00
06/28/2016	187594	C. RONALD WILSON	2181	120.00
06/28/2016	187595	WINCHESTER FIRE & SECURITY, LL	4417	61.25
06/28/2016	187596	DONALD L. YOUNG	1732	120.00

PERIOD END TOTAL \* 1,856,115.34 \*

**Payroll Warrant Report  
Checks Dated June 3, 2016**

		Gross Pay	With Hold	Net Pay	Advance Out	Paid Back	Dir Dep	Check Amount
*****	Grand Totals ***	264994.38	87146.62	177847.76	.00	.00	158945.93	18901.83
	HR\$ OTHER PAY		8567.29	52.75	COMP TIME EARNED			
	HR\$ 10.50 COMP TIME PREMIUM			97.88	COMP TIME TAKEN		2159.15	
	HR\$ 19.50 OVERTIME PREMIUM		150.57	4526.50	REGULAR PAY		75853.01	
	HR\$ RETRO PAY		33.00		SALARY ADJUSTMENT		171949.58	
	HR\$ 156.25 SICK LEAVE		2815.68	174.12	VACATION		3424.88	264953.16 HR\$
	ADD SUPPLEMENTAL HEALTH		41.22					41.22 ADD
	ABT AFLAC		709.49		VRS DEFINED BENEFIT		1259.24	
	ABT DEFERRED COMPENSATION		25.00		FLEXIBLE SPENDING ACCT		712.29	
	ABT HEALTH SINGLE W/ COMP		2160.00		HEALTH DUAL W/ COMP		4962.50	
	ABT HEALTH FAMILY W/ COMP		10711.50		HEALTH/KEY ADV 500/DUAL		498.00	
	ABT HEALTH/KEY ADV 500/FAMILY		485.00		SUPP LIFE EMPLOYEE (TEMP)		192.05	
	ABT VALIC		412.50		VRS DEFINED CONT ICMA		314.84	
	ABT VRS		10345.03					32787.44 ABT
	TAX FEDERAL WITHHOLDING		23495.51		MEDICARE		3384.26	
	TAX FICA		14470.38		VIRGINIA WITHHOLDING		11218.79	52568.94 TAX
	DED AFLAC		387.71		VA. CREDIT UNION		300.00	
	DED CHILD SUPPORT		119.52		CHILD SUPPORT		184.59	
	DED CHILD SUPPORT		509.92		GARNISHMENT		280.00	
	DED CORR PEACE OFFICERS FOUN		7.50		UNITED WAY OF PAGE COUNTY		1.00	1790.24 DED
	BEN GROUP LIFE INSURANCE		2866.45		HEALTH INS. DUAL		11575.00	
	BEN HEALTH INS. FAMILY		25012.00		HEALTH INSURANCE		19290.00	
	BEN HEALTH/KEY ADV 500/DUAL		1161.00		HEALTH/KEY ADV 500/FAMILY		1130.00	
	BEN VRS ICMA-RC		314.84		MEDICARE		3384.26	
	BEN VRS RETIREMENT EE		25262.65		HYBRID DISABILITY		188.91	
	BEN SOCIAL SECURITY		14470.38		VRS HYBRID ER		3529.07	108184.56 BEN
			IMPUTED INCOME	433.50				
210 Employees	210 Checks							
	210 Regular checks amount -		18,901.83					
	0 Supplemental checks amount -		.00					
	0 Advance checks amount -		.00					
	0 Deduction checks amount -		.00					
	85 Females paid							
	146 Full time employees paid							
	64 Part time employees paid							

**Payroll Warrant Report  
Checks Dated June 17, 2016**

		Gross Pay	With Hold	Net Pay	Advance Out	Paid Back	Dir Dep	Check Amount
*****	Grand Totals ***	255693.47	85059.24	170634.23	.00	.00	149670.82	20963.41
HR\$			4025.74	42.00	COMP TIME EARNED			
HR\$	18.50			32.50	COMP TIME TAKEN		844.62	
HR\$	400.00		7049.97	8.00	OVERTIME PREMIUM		48.32	
HR\$	4181.00		70452.58		RETRO PAY		35.97-	
HR\$			170050.81	65.00	SICK LEAVE		1128.06	
HR\$	124.00		2088.12					255652.25 HR\$
ADD			41.22					41.22 AID
ABT			709.49		VRS DEFINED BENEFIT		1259.24	
ABT			25.00		FLEXIBLE SPENDING ACCT		712.29	
ABT			2373.00		HEALTH DUAL W/ COMP		4764.00	
ABT			11092.00		HEALTH/KEY ADV 500/DUAL		498.00	
ABT			485.00		SUPP LIFE EMPLOYEE (TEMP)		192.05	
ABT			412.50		VRS DEFINED CONT ICMA		314.84	
ABT			10345.03					33182.44 ABT
TAX			22258.79		MEDICARE		3243.67	
TAX			13869.27		VIRGINIA WITHHOLDING		10714.83	50086.56 TAX
DED			387.71		VA. CREDIT UNION		300.00	
DED			119.52		CHILD SUPPORT		184.59	
DED			509.92		GARNISHMENT		280.00	
DED			7.50		UNITED WAY OF PAGE COUNTY		1.00	1790.24 DED
BEN			2866.45		HEALTH INS. DUAL		11112.00	
BEN			25901.00		HEALTH INSURANCE		21517.50	
BEN			1161.00		HEALTH/KEY ADV 500/FAMILY		1130.00	
BEN			314.84		MEDICARE		3243.67	
BEN			25262.65		HYBRID DISABILITY		188.91	
BEN			13869.27		VRS HYBRID ER		3529.07	110096.36 BEN
					IMPUTED INCOME			433.50
200 Employees	200 Checks							
	200 Regular checks amount -		20,963.41					
	0 Supplemental checks amount -		.00					
	0 Advance checks amount -		.00					
	0 Deduction checks amount -		.00					
	83 Females paid							
	146 Full time employees paid							
	54 Part time employees paid							

Minutes  
Board of Supervisors  
Work Session  
June 7, 2016

Members Present: Johnny Woodward, Chairman At-Large  
D. Keith Guzy, Jr., District 1  
David Wiatrowski, District 2  
Mark Stroupe, District 3  
Larry Foltz, District 4  
Dorothy F. Pendley, District 5

Staff Present: Amity Moler, County Administrator  
Regina Miller, Assistant to the County Administrator  
Nathan Miller, County Attorney

**Call to Order:**

Chairman Johnny Woodward called to order the work session of the Page County Board of Supervisors on June 7, 2016 at 6:00 p.m. in the Board of Supervisors Room located in the Page County Government Center, 103 South Court Street, Luray.

**Discussion of Fund Balance/Collections:**

Penny Gray, Treasurer, said June ended with \$5,800,000 in the bank. She said that it is a good idea to get a revenue anticipation note. She said she has an issue with borrowing money against money that is anticipated to come in. Because the funding has not been received for the landfill project as anticipated, it has contributed to the lack of revenue. Mrs. Moler added that the VACO loan for the reimbursement for the landfill project has been approved and is scheduled to tentatively close on August 1, 2016. Mrs. Gray continued to say a debt service payment of \$3.5 million is due in July. She explained that the beginning of the fiscal year started with over \$9 million; \$2 million was used to balance the current budget. She felt that there would be enough to make the debt service payment. She indicated that the new fiscal year beginning on July 1, 2016 will start with \$3 million less than last year. Mrs. Moler mentioned that letters have been sent to banks on the RFP for a tax revenue anticipation note.

Chairman Woodward asked Mrs. Gray if the \$300,000 certificate of deposit (CD) should be cashed in. Mrs. Gray said she would like to wait and see what tax payments are received in the mail over the next several days before she cashes in the CD. Mrs. Moler reminded that the possibility was discussed about not making the debt service payment in one lump sum, but rather with monthly payments. She was told by the School Finance Director who said the debt service does not have to be paid in one payment, but could be paid monthly, but it would make the interest higher. Mrs. Gray suggested that the Board look at refinancing the school debt for a lower interest rate.

**Recess:** The Board took a brief recess at 6:39 p.m.

**Reconvene:** Chairman Woodward reconvened the meeting at 7:03 p.m. in the Board of Supervisors Room. This was followed by the *Pledge of Allegiance* and the Invocation was given by Reverend Painter.

**Public Hearing on the Secondary Six Year Road Plan:**

Chairman Woodward opened the public hearing on the Secondary Six Year Road Plan at 7:07 p.m.

Don Komara, VDOT Residency Administrator, updated the Board on projects in the County. The Route 340 Cub Run Bridge replacement is going to start by the end of the summer and it will be completed by the end of September 2017. Three roads in the County have had the surface overlaid. They are State Route 618 Dovel Hollow, State Route 619 Lucas Hollow, and State Route 667 Dry Run. He said Rocky Branch Road has been surface treated. State Route 602 in the tunnel in the Town of Shenandoah will have the sidewalk repaired. He noted that they are still under design on the turn lane on Route 340 at Collins Avenue. Primary mowing along the roads has been completed and they are starting on the secondary mowing.

Mr. Komara then reviewed the secondary six year plan. He said that the plan is mostly unpaved road projects. The paved roads are handled under the HB2 process, which is a program that competes with secondary or primary improvements across the state. There are five criteria's they consider in rural areas and six in urban areas. Applications for the HB2 projects need to be submitted by the first part of August. The roads on the current secondary six year plan include: Aylor Grubbs Avenue, Serenity Ridge Road, Peach Orchard Road, and South Page Valley Road. Countywide items included in the plan are traffic studies, seeding grass and engineering.

**Public Comments:**

Lynwood Williams said he would like to see State Route 696, Printz Mill Road, back on the six year plan. In March of 2000, the landowners signed over their portion for the project. VDOT ensured it would be on the plan but the project was dropped due to budget constraints.

Katie Montgomery commented on Fox Hollow Road and said the conditions are horrible. She indicated that landowners have asked repeatedly for it to be put on the six year plan for guardrails to be installed on the road. Permission from the landowner for a turnaround for the bus has been obtained. She again requested VDOT to put on the six year plan for the safety of the children

Tony Faverio said Shipwreck Farms is a subdivision developed in the 1970's, and for the last 40 years the homeowners have been able to maintain the roads at an adequate level. He then requested services for snow removal and said the homeowners are willing to pay a reasonable fee to have VDOT remove snow.

Mike Uram reviewed the Town of Stanley's request for improvements as follows: State Route 638 (Aylor Grubbs Avenue), US Highway 340 Business, State Route 622 (Park Road) and State Route 689 (Chapel Road).

With no further comments from the public, Chairman Woodward closed the public hearing at 7:38 p.m.

Mr. Komara addressed all of the comments made during the hearing. Regarding Printz Mill Road, he said he can review the road and get an estimate on what paving would cost. Chairman Woodward said he would like to see this road added to the plan. Supervisor Guzy then asked if there is a short term fix for Fox Hollow Road for safety. Mr. Komara said that for the guardrail to function it has to have an area to deflect and it cannot be placed directly on the edge of the road. He said the trees on the road provide somewhat of a barrier to keep vehicles from going into the creek on that road. He said he will evaluate it and see how far the \$6,300 budgeted for seeding will go towards installing guardrails instead. He said he will get an estimate for guardrails on Fox Hollow Road.

Chairman Woodward said in Dovel Hollow the road has been repaved and there is one spot where plastic warning posts were used because of the slope of the side of the road. He asked if there is anything else that can be used instead of the plastic poles. Mr. Komara said he will look at that also. Chairman Woodward also said that the Lucas Hollow Road has just been improved and the citizens wanted to know if the ditches could be cleaned out.

Supervisor Guzy said that the public boat landing on Island Ford Road is not passable by two cars and that needed to be looked at. He mentioned that it is dangerous, especially on holidays.

Supervisor Stroupe said he lives on a dirt road and the dust is a concern. He asked if calcium chloride can be put down on the road to control dust. Mr. Komara said it is an accepted material to suppress dust.

Regarding the Shipwreck Farms request, Mr. Komara said that the Code of Virginia states that VDOT maintain roads that are in their system and Shipwreck Farms is not in the system. He said he will work with the homeowners to find possible contractors that can help them. He stated that VDOT will respond in an emergency, but they may not get there as fast as EMS but they can be called.

Chairman Woodward said the Board would put together a letter with all the projects talked about at this meeting and present it to Mr. Komara for review.

**Motion:** Supervisor Stroupe moved to adopt the six year plan, as presented by VDOT. Supervisor Pendley seconded and the motion passed by a vote of 6-0. Aye: Woodward, Guzy, Wiatrowski, Stroupe, Foltz, Pendley. Nay: None.

**Review of Special Entertainment Permits:**

**Doah Fest:**

Stephanie Lillard, Director of Community & Economic Development, reviewed the special entertainment permit for the Doah Fest. She said that it is an annual event and both the Health Department and Sherriff's Office has approved it and staff recommends approval. Jeff Hensley, EMS Coordinator, will be inspecting the grounds prior to the event and private security has been hired.

**Motion:** Supervisor Guzy moved that the Page County Board of Supervisors approve the Special Entertainment Permit application for the Mean Uncle Productions for their Doah Fest to be held on July 15<sup>th</sup> through July 18<sup>th</sup>. Supervisor Wiatrowski seconded and the motion carried by a vote of 6-0. Aye: Guzy, Wiatrowski, Stroupe, Foltz, Pendley, Woodward. Nay: None.

**Shensara:**

Mrs. Lillard then reviewed the special entertainment application for the Shensara event. She said all of the planning details are the same as the Doah Fest, and both the Health and Sherriff's Office have approved and staff recommends approval of this special entertainment permit.

**Motion:** Supervisor Guzy moved that the Board of Supervisors approve the Special Entertainment Permit application for the Mean Uncle Productions for their Shensara event during July 29<sup>th</sup> through July 31<sup>st</sup>. Supervisor Wiatrowski seconded and the motion carried by a vote of 6-0. Aye: Wiatrowski, Stroupe, Foltz, Pendley, Woodward, Guzy. Nay: None.

**TOT Funding Decisions:**

Chairman Woodward reminded the Board that the allocation of the TOT funds must adhere to the Code of Virginia.

Mrs. Moler reviewed that \$35,770 is used to fund half of the salary and benefits for the Director of Community & Economic Development. Also 2% of the revenue automatically goes to the General Fund and the remaining must be spent on tourism related activities.

The Board then reviewed each of the requests for TOT funding as follows:

- ED & Tourism Coordinator – \$35,770
- 2% TOT to General Fund - \$280,000
- Aritsan's Trail - \$5,000
- Chamber of Commerce - \$275,000
- Fields of Gold - \$2,500
- PALS - \$5,000
- VFW Bluegrass Festival - \$5,000
- Trackside Theater - \$2,500
- Luray Triathlon - \$10,000
- Swim Fest at Luray - \$2,000
- Shriner's Bluegrass Festival - \$5,000

- Stanley Homecoming - \$10,000
- Shenandoah Heritage/Memorial Day - \$10,000
- Youth Trout Derby - \$1,000
- Luray Park Association - \$5,000
- Town of Luray/Misc. events - \$10,000
- Page Co. Economy and Community Development - \$5,000

Total Allocation - \$668,770  
Remainder - \$31,230

(Clerks note: Supervisor Wiatrowski left the meeting at 9:07 p.m.)

**Motion:** Supervisor Foltz moved to approve the TOT funds, as presented. Supervisor Stroupe seconded and the motion carried by a vote of 5.0. Aye: Stroupe, Foltz, Pendley, Woodward, Guzy. Nay: None. Absent: Wiatrowski.

**Motion:** Supervisor Guzy moved to allocate \$5,000 from the Board Reserve to fund Shenandoah Valley Small Business Development Center for six months. Supervisor Foltz seconded and the motion carried by a vote of 5-0. Aye: Foltz, Pendley, Woodward, Guzy, Stroupe. Nay: None. Absent: Wiatrowski.

**Adjourn:** 10:12 p.m.

With no further business, Chairman Woodward adjourned the meeting.

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Johnny Woodward, Chairman

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Amity Moler, County Administrator

Minutes  
Board of Supervisors  
Regular Meeting  
June 21, 2016

Members Present: Johnny Woodward, Chairman At-Large  
D. Keith Guzy, District 1  
David Wiatrowski, District 2  
Mark Stroupe, District 3  
Larry Foltz, District 4  
Dorothy Pendley, District 5

Staff Present: Amity Moler, County Administrator  
Regina Miller, Assistant to the County Administrator  
Nathan Miller, County Attorney

**Call to Order:**

Chairman Johnny Woodward called to order the regular meeting of the Page County Board of Supervisors on June 21, 2016, at 7:00 p.m., in the Board of Supervisors Room located in the Page County Government Center, 103 South Court Street, Luray. The Call to Order was followed by the *Pledge of Allegiance* and Invocation given by Pastor Dave Johnson.

**Adoption of the Agenda:**

**Motion:** Supervisor Guzy moved to adopt the agenda. Supervisor Stroupe seconded and the motion carried by a vote of 6-0. Aye: Woodward, Guzy, Wiatrowski, Stroupe, Foltz, Pendley. Nay: None.

**Presentations, Proclamations & Awards:**

**Update from the Chamber of Commerce:**

Gina Hilliard, Executive Director of the Luray-Page County Chamber of Commerce, gave a quarterly update to the Board on the Chamber's activities. She reported that the monthly newsletter is doing well and it gives members a chance to advertise. The new visitors guide is being printed and should be ready within the upcoming week. The first week of May was National Small Business Week and they handed out post cards to all of the small businesses recognizing them. She said the Chamber is still working on the membership outreach. Certificates are being made for the members to hang in their businesses so they can be recognized as Chamber members. There were 11 new memberships in April and six in May, which brings their total membership to 387. She expressed that hits are up on the website, Facebook, Cabin Facebook, Instagram and Twitter pages. Mrs. Hilliard finished by highlighting past meetings and upcoming events.

Chairman Woodward asked if it was possible to have Chamber Board meetings in the evening instead of the mornings. Mrs. Hilliard said she would pose the question to the Chamber Board at their next meeting. Chairman Woodward also asked if the Chamber

could help promote the Technical Center. Mrs. Hilliard said she would get together with the schools and see what they can work out.

**Cavemen Baseball Funding Request:**

Andy Caviness, President of the Cavemen Baseball Team, said the team started in 2013 after the demise of the Luray Wranglers. He said that they are in the Rockingham County baseball league and are a 501(c)3 organization with a budget of \$18,000 per year. All of the team's advertising is on the game schedule. Mr. Caviness expressed that the Cavemen need to make \$300 per game in order to pay expenses. He feels that they promote Page County by providing entertainment that brings in patronage to the County. He finished by saying that losing the County's funding would be critical to the team's existence.

Chairman Woodward said that the TOT funds are specifically to be used for marketing or advertising. He explained how the Board came to the decision on how to fund the requesting organizations with the TOT funds.

Supervisor Stroupe indicated that he felt the Board has misconstrued the law and would like for County Attorney Miller to interpret the law for them. Supervisor Stroupe said he thinks the money is for anything that brings tourists in to the County, not just spending on advertising. County Attorney Miller said he would research the law and give his opinion. Chairman Woodward asked the Board to reconsider at the next meeting once County Attorney Miller gives his findings.

**Public Comments on Agenda Items:**

There were no speakers during Public Comments on Agenda items.

**Action Matters:**

**Review of Stonyman Agricultural/Forestal District:**

Michelle Somers, Zoning Administrator, explained that in 2000 a group of local farmers and landowners applied for and began the process of establishing Page County's first Agricultural and Forestal District (AFD). In 2001, Page County adopted the Stonyman AFD for a term of 7 years consisting of 1,912.55 acres. In 2008, the district was renewed for another 7 years consisting of 1,243.419 acres. During that renewal time, language was added to the ordinance that stated any landowner who is delinquent in paying County real estate taxes would be removed from the program. In 2015, the AFD was reviewed for an additional 7 year term. Applications have been solicited and reviewed by the advisory committee. Additionally, the Planning Commission held a public hearing for the review and voted to recommend approval of the district. The AFD is a voluntary program in which landowners agree not to develop their property and keep the agricultural operation or open space for the term of the district. It also ensures the landowners in the district that the district will be taken into consideration in local planning decisions. Landowners may participate in this program; however only those parcels qualifying for land use taxation through the land use program will receive the reduced rate. Currently, there are 86 parcels applying for the district with 20 new members. The new members requesting to enter the district equal 801 acres therefore making the district a total of

2,045 acres. The core of the district has remained the same 200 acres that was initially required to start the district. Within the proposed ordinance, the advisory committee proposed a \$20 application fee per parcel just like the land use program to cover associated costs. The committee felt that this fee should be waived at this time, which equates to \$1,027.00. Mrs. Somers requested that the Board of Supervisors schedule this for a public hearing at the July 19, 2016 meeting.

**Motion:** Supervisor Stroupe moved to approve the renewal of the Stonyman Agricultural and Forestal District and amendment to the Page County Code 125-67 and that a public hearing be held on July 19, 2016. Supervisor Wiatrowski seconded and the motion carried by a vote of 6-0. Aye: Guzy, Wiatrowski, Stroupe, Foltz, Pendley, Woodward. Nay: None.

**Agreement with Form Networks for IT Services:**

Mrs. Moler explained that in 2011 the County began using Form Networks (formerly Valley Automation) for information technology services. She said an RFP for IT services went out earlier this year because it is required by law and an RFP had never been issued soliciting IT services. The County received one proposal, which was from Form Networks. Currently, the County pays \$60 per hour for their services. The proposal they submitted gave three options: 1) an annual contract for one year, at a cost of \$65,000 all inclusive expect for special projects; 2) a three year contract at the cost of \$60,000 a year, all inclusive, expect for special projects, which can be paid monthly at a cost of \$5,000; and 3) hourly rates billed at \$75 per hour for IT support, \$65 per hour for cabling, and \$125 per hour for engineering. Mrs. Moler recommended the three year contract at a rate of \$60,000. She noted that the hourly rate will increase July 1, 2016, if we continue without a contract.

**Motion:** Supervisor Foltz moved to approve a three year contract with Form Networks, at a rate of \$60,000 per year, for IT Services. Supervisor Stroupe seconded and the motion carried by a vote of 6-0. Aye: Wiatrowski, Stroupe, Foltz, Pendley, Woodward, Guzy. Nay: None.

**Designation of FOIA Officer:**

Mrs. Moler said starting July 1, 2016, HB 818 requires local public bodies with a population greater than 250 to post a Freedom of Information Act (FOIA) rights and responsibilities document on their public government website. The bill also requires all local public bodies that are subject to FOIA to designate and identify contact information for at least one FOIA officer whose responsibility is to serve as point of contact for members of the public in requesting public records and to coordinate the public body's compliance with the provisions of FOIA. The FOIA Officer must possess specific knowledge of the provisions of FOIA and be trained at least annually by legal counsel for the public body or by the Virginia Freedom of Information Advisory Council. Mrs. Moler recommended Regina Miller, Assistant to the County Administrator, as Page County's FOIA Officer. She said Ms. Miller is very knowledgeable on the subject of FOIA, its regulations, and has been the unofficial Officer for years.

**Motion:** Supervisor Stroupe moved to designate Regina Miller as Page County’s FOIA Officer to serve as the point of contact for citizen requests of public records and to coordinate Page County’s compliance with the provisions of FOIA. Supervisor Wiatrowski seconded and the motion carried by a vote of 6-0. Aye: Stroupe, Foltz, Pendley, Woodward, Guzy, Wiatrowski. Nay: None.

**Budget Changes:**

Ben Blevins, Budget Officer, explained the budget changes for the month of June. The first item is an appropriation of State Asset Forfeiture funds to the Page County Sheriff’s Office in the amount of \$5,663 for the use of supplies in Investigations. This is a State Grant. The second is the Page County School Board is requesting funds to be re-appropriated from Instruction to Transportation in the amount of \$100,000 to cover additional expenditures for equipment and materials. In addition, a fund transfer of \$77,450 is being requested from the School Insurance Fund to Fund 6 to cover expenditures for the Health and Sciences Building at the Page County Technical Center.

**Supplemental Appropriations Requests:**

Department	Description	Revenue Source	Expenditure	Amount
Page County Sheriff’s Office	additional funding	State Government	Page County Sheriff’s Office	\$5,663
Total				\$5,663

**Budget Transfer Requests:**

Department	Description	Transfer From	Transfer To	Amount
Page County School Board	Overuse of Funds	Instruction	Transportation	\$100,000
Page County School Board	Overuse of Funds	School Insurance Fund	Fund 6	\$77,450
Total				\$177,450

**Motion:** Supervisor Guzy moved to approve the State Asset Forfeiture request by appropriating the amount of \$5,663 and to approve the re-appropriation and transfer of funds in the amount of \$177,450 to the categories specified in the Page County School Board’s resolutions. Supervisor Stroupe seconded and the motion carried by a vote of 6-0. Aye: Foltz, Pendley, Woodward, Guzy, Wiatrowski, Stroupe. Nay: None.

**Board and Commission Appointments:**

Mrs. Miller, Assistant to the County Administrator, said appointments need to be made to the following: Lord Fairfax Community College Board and Social Services Board (District 2).

**Lord Fairfax Community College Board:**

The term of Bruce Short expires on June 30<sup>th</sup>. He has been recommended for reappointment to a second four year term by the College and is willing to continue serving.

**Motion:** Supervisor Foltz moved to appoint Bruce Short to the Lord Fairfax Community College Board for a four year term from July 1, 2016 through June 30, 2020. Supervisor

Stroupe seconded and the motion carried by a vote of 6-0. Aye: Pendley, Woodward, Guzy, Wiatrowski, Stroupe, Foltz. Nay: None.

**Social Services Board:**

The term of Janyce Sletten (District 2) expires on June 30<sup>th</sup>. She is eligible to serve another four year term.

**Motion:** Supervisor Wiatrowski moved to appoint Janyce Sletten to the Social Services Board, as the District 2 representative, for a four year term from July 1, 2016 through June 30, 2020. Supervisor Stroupe seconded and the motion carried by a vote of 6-0. Aye: Woodward, Guzy, Wiatrowski, Stroupe, Foltz, Pendley. Nay: None.

**Consent Agenda:**

**Motion:** Supervisor Guzy moved to approve the Consent Agenda as follows:

- Financial reports for the period of May 1-31, 2016;
- Accounts payable checks, payroll checks, payroll direct deposits, and payroll tax related electronic fund transfers totaling \$1,427,332.67 for the month of May 2016;
- Minutes of May 3, 2016 and May 17, 2016.

Supervisor Foltz seconded and the motion carried by a vote of 6-0. Aye: Guzy, Wiatrowski, Stroupe, Foltz, Pendley, Woodward. Nay: None.

**Old Business:**

**Status on the Invitation to Senator Obenshain and Delegate Gilbert to Attend and Upcoming Board Meeting:**

Supervisor Wiatrowski asked if we had heard back from Delegate Todd Gilbert or Senator Mark Obenshain in regard to attending an upcoming Board meeting. Mrs. Moler said letters have been sent, but she has had no replies from either. She said she invited them both to attend either the July 19<sup>th</sup> or August 16<sup>th</sup> regular meeting.

**Letter to VDOT:**

Chairman Woodward asked if the letter was sent to VDOT concerning the VDOT six year plan. Mrs. Moler said she has the list and will send the letter. Chairman Woodward asked her to send a copy to Mr. Williams and Mr. Barlow as well. Supervisor Guzy requested that she include in the letter for VDOT to include estimates for improvements to Fox Hollow Road.

**New Business:**

**TOT Request – Baseball Hall of Fame:**

Supervisor Stroupe introduced Donnie Wilson. Mr. Wilson said 40 people in the Stanley area and their baseball records from 1955-1956 are going into the Baseball Hall of Fame in Cooperstown, New York. These individuals played baseball and one of the players kept records that listed the players name as well as bats, hits, and runs. Mr. Wilson said that he had found out two years ago that one of the players had took all the papers and compiled the records, dates of games, winning and losing pitchers, scores and batting averages. He ran all the statistics for 61 games in 1955. J.C. Painter, he said, is the one who kept the records. He found them in his attic a few years ago and gave them to his

first cousin Jimmy Painter. He noted that the *Page News and Courier* recently wrote a story on this, and compared kids today to back then. He said that he contact the Baseball Hall of Fame to see if they were interested in the records and after reviewing them he received a letter from them expressing interest in the records. He said that on July 11<sup>th</sup> he is leaving for Cooperstown, New York with the original records and on July 12<sup>th</sup> he is meeting with the research team. Mr. Wilson passed around all his documents he had as well as the letters and newspaper articles.

Supervisor Stroupe said that the sports writer from *Page News and Courier* is planning to go on the trip with Mr. Wilson. He emphasized that this could have a positive impact on our community. He said he called the Governor's Office and told them, he feels this could be the biggest thing that has happened to Page County since Luray Caverns. This could be a great avenue for tourism.

**Motion:** Supervisor Stroupe moved to use \$5,000 from the Board Reserve to help fund the process for the Baseball Hall of Fame. Supervisor Foltz seconded.

Supervisor Guzy stated that he will give a personal donation but is not comfortable with giving taxpayers money, especially if we are in a deficit.

Supervisor Wiatrowski said he wanted to table and get opinion from County Attorney Miller.

Supervisor Stroupe said his initial thought was to use TOT funds, but the money the Board is allocating now is for next year.

Chairman Woodward felt it has potential to be TOT, but at this point would need to come from the Board Reserve.

**Amended Motion:** Supervisor Stroupe amended the motion to appropriate \$5,000 to Stanley Sandlot Baseball from the current TOT fund. Supervisor Foltz seconded and the motion carried by a vote of 5-0. Aye: Wiatrowski, Stroupe, Foltz, Woodward, Guzy. Nay: None. Abstain: Pendley.

**Sheriff's Budget Update:**

Sheriff Chad Cabbage said that the Sheriff's Office will again be spent over budget. A majority of the budget overage will be in the Jail budget at an estimated \$750,430. While they have worked to reduce the food costs and increase the work release program, these efforts are overshadowed by their expenditures within the budget's contractual services line. This line includes the housing costs for inmates at Middle River Regional Jail and their responsibilities for inmate medical services. These expenditures have increased from approximately \$264,000 in FY14 to an estimated \$1.4 million in FY16. During the same period the average daily population for inmates housed at Middle River has increased from 38 to 50 beds. While the average population in the Page County Jail has remained consistently around 80.

He said they are working to get reimbursed from the Department of Corrections for some of the monies on inmates who have received medical treatment. He said they are also submitting paperwork to have the \$309,587 hospital bill for an unnamed inmate covered by Medicaid. He noted that the Animal Control, ECC, Sheriff, and Investigations do not appear to have been overspent. However, the Crime Prevention budget is overspent and there appears to be a discrepancy in some of the grant funding reported in the expenditure reports and they are working to find the explanation. The Bailiff budget reflects a deficit based on the movement of personnel from one budget to another, which are changes that occurred as a result of his administration. He then reviewed a list of unexpected expenses that have occurred during FY16, specifically since he took office. Sheriff Cabbage noted that in examining the adopted FY17 budget, they will most likely be having similar conversations as the year moves forward.

Sheriff Cabbage said he would like to make Middle River Regional Jail and inmate medical into its own budget. Mrs. Moler said that the Middle River Regional Jail and inmate medical can be separate line items but must stay in the Jail budget because they are costs of the Jail.

Supervisor Guzy said measures need to be put in place to check departmental spending each month and evaluate expenditures. Supervisor Foltz said the Board needs to know month to month what the Sheriff's Department is spending so we do not get hit with a deficit all at once.

Mrs. Moler explained that the Sheriff's Department did not receive an up to date expenditure report until this week, because of bills being held in all departments. Supervisor Guzy stressed that there has to be checks and balances in place to keep this from happening every year.

Sheriff Cabbage explained that an inmate could be held in Page County for up to two years before they can be transferred to the Department of Corrections. Supervisor Guzy said he feels that a meeting needs to be held with Commonwealth Attorney Ken Alger so he understands the cost involved in holding these inmates. Supervisor Guzy also felt that Mr. Alger could recommend to the judge that an inmate be placed in the home electronic monitoring program or placed on work release, which will help take some of the burden off of the County.

Mrs. Moler advised the Board that if a decision to appropriate money to the Sheriff's budget is made that it be contingent upon the remaining balance in the General Fund through all the other departmental budgets before appropriating any money. After reviewing the last expenditure report, almost all of the budgets are tracking well and there will be money left that should cover the overspent areas. There is \$95,000 that remains in Board Reserve.

Chairman Woodward said the Treasurer was previously instructed to cash in the \$300,000 certificate of deposit (CD) and it has not been done. Supervisor Foltz said it

should have been cashed in February when the new equipment for the landfill was purchased. Supervisor Foltz asked County Attorney Miller if he would write a letter to the Treasurer requesting the CD be cashed. Mr. Miller wanted to know what the Treasurer's reason was for not cashing. Supervisor Foltz said the reason given was because of the \$1,200 penalty. County Attorney Miller said that he will discuss this matter with Mrs. Moler and see what the Board can do. The Board gave their consent for County Attorney Miller to work with Mrs. Moler on this matter. Supervisor Guzy stressed that there needs to be financial policies in place to address spending so this does not happen again.

Mr. Miller said there should be internal audits and monthly reports to know how the money is being spent. Further, the Board should give staff, by motion, the authority to adjust the books and get the recommendations in place to take care of covering the overspent areas, including cashing the CD.

Supervisor Guzy asked what happens when the expenditure reports do not match the Treasurer's reports. Mrs. Moler explained that the expenditure reports are what have been spent; the Treasurer's Office reports reflect the actual cash flow. She also pointed out that the majority of the revenue comes in twice a year.

Supervisor Guzy said there should be three internal audits conducted every month. The department should conduct its own audit. Then the staff should conduct an audit of expenditures versus budget and there should be a Treasurer's audit of cash flow.

**Motion:** Supervisor Foltz moved to give the County Administrator the authorization to instruct the Treasurer to cash in the CD, use the balance in the Board Reserve and move other funds as needed from the General Fund to cover the overspent amount. Further, any refunds received will go back into the General Fund. If an emergency meeting is needed of the Board, staff will make the recommendation. Supervisor Stroupe seconded and the motion carried by a vote of 6-0. Aye: Stroupe, Foltz, Pendley, Woodward, Guzy, Wiatrowski. Nay: None.

**Open Public Comments:**

Mr. Morgan Phenix spoke on behalf of Page Valley Amateur Radio Club. This Saturday and Sunday begins a 24-hour emergency preparedness drill at Lake Arrowhead. This is a test to meet our emergency communication needs when the normal means is not available. He stated that they have placed first in Virginia in their category in the last four years. Everyone is invited it begins at 2pm Saturday, June 25<sup>th</sup>.

**Administrator's Report:**

Mrs. Moler said invitations have been sent to Senator Obenshain and Delegate Gilbert inviting them to attend either the July 19<sup>th</sup> or August 16<sup>th</sup> meeting and she has not received a response from either of them. She informed the Board that an upcoming cost in the next year or two will be a major improvement for the Emergency Communications Center (ECC). She is exploring partnering with surrounding counties to save money regionally on the new ECC requirements. She reminded the Board that the VACO Conference is in November and any Board member who wants to attend needs to let her know so

reservations can be made. Mrs. Moler said she had a visit from students from Page Memorial Hospital and Mrs. Leslie Mack said the students are interns which need to do community service so they will be pulling weeds around the Chinquapin Oak tree on June 30<sup>th</sup>. Lastly, she indicated that the joint meeting with the School Board is scheduled for July 5<sup>th</sup>.

**Supervisor’s Time:**

Chairman Woodward and all the Supervisors thanked everyone for coming.

**Closed Session:**

**Motion:** Supervisor Wiatrowski moved that the Page County Board of Supervisors convene in closed session under the Virginia Freedom of Information Act to discuss personnel matters regarding officers and employees of the Page County Board of Supervisors for the purpose of considering such person’s assignment and performance, pursuant to Section 2.2-3711(A)(1) of the Code of Virginia. Supervisor Stroupe seconded and the motion carried by a vote of 6-0. Aye: Foltz, Pendley, Woodward, Guzy, Wiatrowski, Stroupe. Nay: None.

**Exit Closed Session:**

**Motion:** Supervisor Wiatrowski moved the closed meeting be adjourned and the Page County Board of Supervisors reconvene in open session. Supervisor Guzy seconded and the motion carried by a vote of 6-0. Aye: Guzy, Wiatrowski, Stroupe, Foltz, Pendley, Woodward. Nay: None.

**Certification of Closed Meeting:**

To the best of my knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711(A) of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting.

<u>Recorded Roll Call Vote:</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
K. Keith Guzy, Jr.	X			
David Wiatrowski	X			
Mark Stroupe	X			
Larry Foltz	X			
Dorothy Pendley	X			
Johnny Woodward	X			

**Adjourn:** 10:17 p.m.

With no further business, Chairman Woodward adjourned the meeting.

Johnny Woodward, Chairman

Amity Moler, County Administrator

DRAFT