

**AGENDA**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**December 11, 2012**

**THE REGULAR MEETING CONVENES AT 2:00 P.M. IN THE BOARD OF  
SUPERVISORS ROOM AT THE COURTHOUSE IN LOVINGSTON**

- I. Call to Order**
  - A. Moment of Silence
  - B. Pledge of Allegiance
  
- II. Consent Agenda**
  - A. Resolution – **R2012-89** Minutes for Approval
  - B. Resolution – **R2012-90** COR Refunds
  - C. Resolution – **R2012-91** FY13 Budget Amendment
  - D. Resolution – **R2012-92** Region Ten CSB Request to Approve Line of Credit
  
- III. Public Comments and Presentations**
  - A. Public Comments
  - B. Presentation – VA Cooperative Extension Service (A. Rose)
  - C. Presentation – Local Department of Social Services (M. Kohl)
  - D. VDOT Report (R. Hamilton)
  
- IV. New Business/ Unfinished Business**
  - A. Shipman Polling Place Relocation (**R2012-93**)
  - B. Registrar’s Office Relocation
  - C. High Top Tower Lease Agreement –Assignment of Lease (**R2012-94**)
  - D. County Grievance Procedure
  
- V. Reports, Appointments, Directives, and Correspondence**
  - A. Reports
    - 1. County Administrator’s Report
    - 2. Board Reports
  - B. Appointments
  - C. Correspondence
  - D. Directives
  
- VI. Other Business (As May Be Presented)**
  
- VII. Recess and Reconvene for Evening Session**

**EVENING SESSION**

**7:00 P.M. – NELSON COUNTY COURTHOUSE**

- I. Call to Order**
- II. Public Comments**
- III. Other Business**
  - A. Joint Meeting with the Nelson County Broadband Authority
- IV. Adjourn and Continue Until 7:00 PM December 20, 2012**

**RESOLUTION-R2012-89**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**APPROVAL OF MEETING MINUTES**  
**(November 20, 2012)**

**RESOLVED**, by the Nelson County Board of Supervisors that the minutes of said Board's meeting conducted on **November 20, 2012** be and hereby are approved and authorized for entry into the official record of the Board of Supervisors meetings.

Approved: December 11, 2012

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

**Virginia:**

AT A RE-SCHEDULED REGULAR MEETING of the Nelson County Board of Supervisors at 2:00 p.m. in the Board of Supervisors Room located on the second floor of the Nelson County Courthouse.

Present: Constance Brennan, Central District Supervisor  
Thomas H. Bruguiera, Jr. West District Supervisor- Vice Chair  
Larry D. Saunders, South District Supervisor  
Allen M. Hale, East District Supervisor  
Thomas D. Harvey, North District Supervisor – Chair  
Stephen A. Carter, County Administrator  
Candice W. McGarry, Administrative Assistant/Deputy Clerk  
Debra K. McCann, Director of Finance and Human Resources  
Fred Boger, Planning and Zoning Director  
Tim Padalino, Planner  
Paul Truslow, Maintenance Supervisor  
Jacqueline Britt, Registrar  
Carter Smith, Former Electoral Board Member

Absent: None

**I. Call to Order**

Mr. Harvey called the meeting to order at 2:02 pm, with all Supervisors present to establish a quorum and Ms. Brennan being absent.

- A. Moment of Silence
- B. Pledge of Allegiance – Ms. Brennan led the Pledge of Allegiance

**II. Consent Agenda**

Mr. Hale noted that he had questions regarding items A and H of the Consent Agenda and the Board had the following discussion.

- A. Resolution – **R2012-77** Comprehensive Plan Amendments

Mr. Hale inquired about the funding used to pay TJPDC for their work on the plan and Mr. Carter noted that the Planning District had done the plan using rural transportation funding.

Mr. Hale then noted that the plan contained a lot of language about Route 29 dealing with bicycle travel and he thought that this did not reflect the County's priorities and both Route 29 and Route 151 had the greatest traffic. He added that the Facts section said that Route 29 had good sight distances both horizontally and vertically and he noted that this was not an accurate statement for certain highway sections in the county. He noted that specifically, from Muddy Creek to Lovingston going southbound there was a number of places where there was inadequate vertical alignment and the plan ought to be changed to reflect this. Members discussed this briefly and Mr. Hale concluded by noting he would like to see greater emphasis on removing the hazardous conditions on Route 29 in this discussion.

Mr. Harvey inquired of Mr. Boger as to whether or not there was a timeframe to approve the plan and Mr. Boger advised that there was not really and that staff wanted it to be right. It was noted that even though this was just a plan, the consensus was that it should more accurately reflect the transportation conditions in the county.

Members then briefly discussed that bicyclists take their lives into own their hands when traveling on Route 151 and Route 29. The Board's consensus was to work on it and Mr. Boger noted that he thought the Board could make changes without it going back to the Planning Commission but that he thought there was a ninety (90) day timeframe.

The Board then took no action and consideration of Resolution **R2012-77** was deferred.

H. Resolution – **R2012-86** Amendment of EMS Interest Free Loan Program

Mr. Hale noted that the current policy document had a series of things in it that were not currently in practice i.e.: payments. He suggested that if funds were available for needed equipment not apparatus or vehicles, that the single line be put in the policy for the lower range. He added that if the request was for over the \$60,000 range, it would likely be in the already established apparatus range.

Mr. Bruguiere explained that what was being presented was what the EMS Council voted on. Members briefly discussed the various loan thresholds and agreed by consensus that the EMS Council should review the current policy and bring back a revised document for the Board's consideration. Mr. Hale added that the thought that small loans should be exempt from the one (1) loan per year requirement and Mr. Harvey noted that it was intended that agencies not have two (2) of the same types of loans outstanding at the same time.

Mr. Harvey and Mr. Bruguiere advised that this would be discussed at the next EMS Council meeting.

The Board then took no action and consideration of Resolution **R2012-86** was deferred.

Ms. Brennan then moved to approve the Consent Agenda less items A and H. Mr. Hale seconded the motion and there being no further discussion, Supervisors voted unanimously (5-0) by roll call vote to approve the motion and the following resolutions were adopted:

B. Resolution – **R2012-81** Minutes for Approval

**RESOLUTION-R2012-81  
NELSON COUNTY BOARD OF SUPERVISORS  
APPROVAL OF MEETING MINUTES  
(October 9, 2012 and October 25, 2012)**

**RESOLVED**, by the Nelson County Board of Supervisors that the minutes of said Board's meetings conducted on **October 9, 2012 and October 25, 2012** be and hereby are approved and authorized for entry into the official record of the Board of Supervisors meetings.

C. Resolution – **R2012-82** COR Refunds

**RESOLUTION-R2012-82  
NELSON COUNTY BOARD OF SUPERVISORS  
APPROVAL OF COMMISSIONER OF REVENUE REFUNDS**

**RESOLVED**, by the Nelson County Board of Supervisors that the following refunds, as certified by the Nelson County Commissioner of Revenue and County Attorney pursuant to §58.1-3981 of the Code of Virginia, be and hereby are approved for payment.

<u>Amount</u>	<u>Category</u>	<u>Payee</u>
\$ 185.37	2009-2011 PP Taxes & Vehicle License Fees	James W. Durette P.O. Box 109 Afton, VA 22920
\$127.20	Real Estate Taxes – Land Use Error	Sandra Fulcher 2149 Riversedge LN St. George, UT 84770
\$141.29	2012 PP Taxes & Vehicle License Fees	John E. Critz 189 Buchanan Drive Broadway, VA 22815

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\$208.80	Meals Taxes Paid in Error	Blue Mountain Barrel House 9585 Critzers Shop Rd. Afton, VA 22920
\$196.81	2012 PP Taxes & Vehicle License Fee	Mark Allen McCurdy, II 26 May Apple Lane Nellysford, VA 22958

D. Resolution – **R2012-83** FY13 Budget Amendment

**RESOLUTION R2012-83  
NELSON COUNTY BOARD OF SUPERVISORS  
AMENDMENT OF FISCAL YEAR 2011-2012 BUDGET  
NELSON COUNTY, VA  
November 20, 2012**

BE IT RESOLVED by the Board of Supervisors of Nelson County that the Fiscal Year 2012-2013 Budget be hereby amended as follows:

**I. Appropriation of Funds (General Fund)**

<u>Amount</u>	<u>Revenue Account</u>	<u>Expenditure Account</u>
\$ 2,332.00	3-100-002404-0007	4-100-082050-6008

**II. Transfer of Funds (General Fund)**

<u>Amount</u>	<u>Credit Account (-)</u>	<u>Debit Account (+)</u>
\$ 3,006.00	4-100-999000-9901	4-100-031020-5240
\$ 4,900.00	4-100-999000-9905	4-100-031020-7001
\$ 941.00	4-100-999000-9905	4-100-031020-5409
\$ 1,750.00	4-100-999000-9901	4-100-031020-7050
<u>\$ 10,597.00</u>		

E. Resolution – **R2012-84** VACoRP Line of Duty Act Trust Agreement

**RESOLUTION R2012-84  
NELSON COUNTY BOARD OF SUPERVISORS  
ADOPTION OF THE VIRGINIA ASSOCIATION OF COUNTIES (VACoRP)  
LINE OF DUTY ACT (LODA) TRUST AGREEMENT**

**WHEREAS**, As part of the 2012 Appropriations Act, the Virginia General Assembly adopted budget language authorizing the creation of trust funds to finance the cost of Line of Duty Act (LODA) claims; and

**WHEREAS**, the Supervisory Board has taken action to create the VACORP LODA Trust.; and

**WHEREAS**, LODA covers volunteer and paid hazardous duty personnel and their survivors including continued health insurance for disabled uniformed officers and their families, as well as death benefits and continued health insurance for families of officers killed in the line of duty; and

**WHEREAS**, The VACORP LODA Trust was created to address the following issues related to funding of these claims:

1. Record the liabilities for known, pre-existing LODA claims that occurred prior to July 1, 2011; and
2. Record the liabilities for unknown, pre-existing LODA claims that occurred but were not reported prior to July 1, 2011; and

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**WHEREAS**, the establishment of the VACORP LODA Trust allows the Pool to direct annual contributions for the above-described claims to the LODA Trust which enables the Trust to book the liabilities associated with these claims and thereby diminish the financial liability exposure for its members at no membership cost; and

**WHEREAS**, absent Trust membership, the liability for these claims must be carried on the public entity's financial statements,

**NOW THEREFORE BE IT RESOLVED**, the Nelson County Board of Supervisors does hereby adopt the Line of Duty Act Trust Membership Agreement and authorizes the County Administrator to execute said document on behalf of the County.

F. Resolution – **R2012-85** Wintergreen Rescue Squad Interest Free Loan

**RESOLUTION R2012-85  
NELSON COUNTY BOARD OF SUPERVISORS  
APPROVAL OF INTEREST FREE LOAN – WINTERGREEN RESCUE  
SQUAD**

**NOW THEREFORE BE IT RESOLVED**, the Nelson County Board of Supervisors hereby approves the interest free loan request of \$70,000 made by Wintergreen Rescue Squad and approved by the Nelson County Emergency Services Council on October 16, 2012.

**BE IT FURTHER RESOLVED**, that said loan will be repaid at zero interest with a total of fourteen (14) \$5,000 payments due every six (6) months beginning in April 2013.

H. Resolution – **R2012-87** Acceptance of Conveyance – Massies Mill Recreation Center

**RESOLUTION-R2012-87  
NELSON COUNTY BOARD OF SUPERVISORS  
AUTHORIZATION FOR ACCEPTANCE OF CONVEYANCE  
MASSIES MILL RECREATION CENTER**

**RESOLVED**, by the Nelson County Board of Supervisors that the County Attorney, Philip D. Payne, IV is hereby authorized to accept the conveyance of property from Massies Mill Recreation Center, Inc., via Deed of Gift dated November 15, 2012 on behalf of the Nelson County Board of Supervisors; the conveyed property being approximately 6.250 acres in the Massies Mill Magisterial District together with all buildings and improvements thereon.

**III. Public Comments and Presentations**

A. Public Comments

1. Glenda Cahoon, VTA Representative

Ms. Cahoon distributed and read aloud a prepared statement from Kenneth White, VTA President that demanded that the Board withdraw the decision to place a walk through metal detector at the courthouse entrance and provide that these only be used at the courtroom entrances when the courts were in session.

2. Clay Stewart, SCS

Mr. Stewart noted he was making a public statement on the Broadband Project in the County. He noted that he knew that supporting the project would reduce his client base but he did so based on the presumption that the County would be bringing in low cost fiber. He added that the project has run long and where it was today had him concerned as he thought the County has gone into the wireless and fiber business. Mr. Stewart then discussed the reallocation of USF funds from phone deployment to Broadband deployment and the thought this put the Broadband project at risk. He added he thought it also put the local companies at risk since one had to be a phone company to get these funds. He added that the Wireless Internet Service Providers (WISPs) were still fighting

this because Century Link had filed a petition to go after these funds in order to go and build DSL services. Mr. Stewart noted that he was facing healthy competition now and now has changed his mind regarding the Broadband project. Mr. Stewart advised that last mile government projects were failing and he did not think the County needed to be in the business of providing last mile services; however he previously supported the middle mile project.

Mr. Stewart also noted that he thought that the Verizon towers were going to affect the broadband leasing of towers and he felt that the Board did not fully understand what is available out in the county already through his company. He added that he had decreased his backhaul costs, was with LUMOS now and could get \$25 per MB in parts of the county and he was looking at expanding into Lynchburg. He noted how fast the wireless industry was changing and that with new technologies they will be more competitive with fiber and could handle larger business accounts. Additionally Mr. Stewart stated that the pricing for towers and fiber needed to be reviewed in order to support the local companies. He noted that he gives free internet to community centers, churches, and fire departments. He referred to the letters included in the County's grant application from former Congressman Perriello stating that there would be open access and he did not think it was open access if some companies could afford the rates and some could not.

### 3. Tony Mustain, Nelson Cable

Mr. Mustain noted he was speaking on behalf of Nelson Cable and that they were concerned about the rates for using the Broadband fiber. He noted that they had done a feasibility study to expand their cable TV system assuming they would be able to utilize the fiber to do so and now could not with the current pricing in place. Mr. Mustain then noted that Mr. McClellan was still interested in an opportunity to swap fibers with the County at Wintergreen and was hoping that the possibility still existed.

Mr. Harvey advised that while the Board of Supervisors was the Broadband Authority Board, he thought it would be more appropriate to discuss these issues with the Authority Board.

Mr. Carter added that the project was not overdue as its scheduled completion date was the end of February 2013 and the goal was to complete it on time. Mr. Carter then noted that Staff and the project consultants met with both parties, SCS and Nelson Cable ninety (90) days ago and they had noted at that time that they had no interest in working with the County. Mr. Carter reported that the towers were being completed and were available. He added that the Broadband rates were reviewed by many when they were proposed and they were set based on the premise that they were to sustain the network financially. He added that staff was aware that the rates may need to be adjusted but not yet and that the County had a company who would be providing services. Mr. Carter then noted that the concerns seem to be about competition and he reiterated that the County cannot dictate what companies charge end users for using their services on the network.

Mr. Harvey noted that the concern was to set up at a rate so it was affordable to the end user and Mr. Carter agreed that was ideal. He then noted that Nelson Cable has not been able to work with the County because they wanted to use fiber along the route to serve homes individually, which would consume all of the fiber. He suggested that the County get the network up and running, see who comes on board first and then re-evaluate. Mr. Carter then acknowledged that what Mr. Stewart said about USF funding was discussed at a conference in Fredericksburg and that he was right that Century Link was taking advantage of it. He then noted that the County could not do anything about whether or not they were able to come into the marketplace.

Mr. Stewart then reiterated that he did not agree that USF funding to Century Link would be good for the County and that if they came into Afton, it would kill the broadband towers there and they would cherry pick the best customers.

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Mr. David Blount noted that the 2013 legislative program contained two (2) sections and six (6) priority items which were as follows:

- 1) State Mandates and Funding Obligations
- 2) Transportation Funding and Devolution
- 3) Public Education Funding
- 4) Chesapeake Bay TMDL
- 5) Land Use and Growth Management
- 6) Comprehensive Services Act

He noted that some of these have been in place for a number of years now.

Mr. Blount then reported that the second section had ongoing policy conditions, contained requests for specific statements from localities, and were those that were not included in the priority highlights.

Mr. Blount then noted the First Priority focused on cost shifting and asked for the elimination of reductions in State Aid to Localities. He noted that the second priority focused on dedicated revenues for Transportation and opposed devolution. He added that there was a new statement opposing the reallocation of the new transit allocation formula and that Jaunt was concerned about this.

Mr. Blount then noted that the plan referenced alternate sewage system failures and this was included in the environmental quality section.

He then reported that the Legislative Forum would be held a week from Thursday and that there would be a VML Presentation that would drill down deeper into specific issues.

In conclusion, Mr. Blount noted that he would take questions and then he would seek the Board's approval of the program.

Ms. Brennan noted that under the Health and Human Services section, there was a statement relating to title IVE Foster Care that she had asked the Department of Social Services Commissioner about supporting and he had said he could not. Mr. Blount commented that some of these would be a battle.

There being no other questions or comments from the Board, Mr. Carter noted that Mr. Blount had done an outstanding job, the program was comprehensive, and he recommended the Board's endorsement.

Mr. Hale then moved to approve resolution **R2012-88** Approval of 2013 Thomas Jefferson Planning District Legislative Program and Ms. Brennan seconded the motion. There being no further discussion, Supervisors voted unanimously (5-0) by roll call vote to approve the motion and the following resolution was adopted:

**RESOLUTION-R2012-88**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**APPROVAL OF 2013 THOMAS JEFFERSON PLANNING DISTRICT**  
**LEGISLATIVE PROGRAM**

**RESOLVED**, by the Nelson County Board of Supervisors that the 2013 Thomas Jefferson Planning District Legislative Program be and hereby is approved by said governing body with the legislative program to serve as the basis of legislative positions and priorities of the member localities of the Thomas Jefferson Planning District Commission for the 2013 Session of the Virginia General Assembly, with amendments presented by Mr. Blount on November 20, 2012 as well as incorporation of the recommendations put forth by the Board as applicable.

C. Presentation – State of the Seniors Report (F. Mitchell-JABA)

Ms. Mitchell provided the following report to the Board:

Senior Advisory Committee Mission Statement: to promote the well-being of Nelson County's seniors and those who care for them by identifying needs and issues as well as resources and solutions.

The purpose of this report is to draw attention to the status of seniors in the County and to familiarize the Nelson County Board of Supervisors with the issues facing seniors today and in the future.

### **Where We Are Now:**

Statistics from 2011 U.S. Census Quick Facts

- According to this data the total population in Nelson was 15,097
- 3095 of the total population were seniors (65 and over)
- In 2011 seniors comprised 20.5% of the total population in Nelson

### **Dental:**

- BRMC's Rural Health Outreach Program provided affordable dental care to approximately 32 seniors in 2011 through a voucher program

### **Health Care:**

- Nelson County has three primary care sites, all of which offer a sliding fee scale; the County is listed as an official "medically underserved area" primarily because of the distances residents must travel to get to specialty care and or hospital based care.
- In 2011 BRMC served 1638 seniors, comprising 21.6% of their patient population
- According to the Nelson Volunteer Coalition approximately 325 trips were made to health care facilities which were not in Nelson
- The Nelson Senior Center provided 178 health promotion activities which include assessments, screenings, 36 health education, 34 physical activity and 83 therapeutic social recreational activities, a 16% increase over FY2010
- The Medication Assistance Program at BRMC has served 128 seniors in 2011, this represents a 22% increase over FY2010
- The Nelson County Health and Social Services departments provided 60 home healthcare assessments or screenings to seniors to evaluate their need for nursing home care and in home companion services (assisting with house-cleaning, grocery shopping etc.)

### **Meals:**

In FY11: 9824 meals were served to Nelson seniors: 50 Nelson County residents received 2,150 meals served at the Nelson Center, 915 at the Gladstone Center (including 50 meals delivered to shut in seniors), 807 at the Schuyler Center (which includes 279 meals delivered to shut in seniors), 1,225 at the Rockfish Center (including 22 meals delivered to shut in seniors) and 65 Nelson County residents received 7674 Home Delivered Meals in their homes

- JABA is required to meet the Virginia Department of Aging nutrition requirements for meals served at the Nelson Center as well as the JABA Home-Delivered Meals program

### **Housing:**

- Ryan School Apartments currently has seniors in 21 of its 32 affordable units. Seniors 60 and over compose 66% of the residency • Lovington Ridge Apartments currently has

seniors in 18 of its 64 affordable units. Seniors 60 and over compose 32% of the residency

- Rosewood Village at Wintergreen is a 55 and older community; of the 24 units available 14 are occupied

#### **Home Care:**

- In FY11: JABA provided approximately 125 field visits to seniors to help ensure they had access to programs and services which assist them with home safety, nutrition, caregiver support, medication, dental and eye care, transportation, housing and other important initiatives which put senior concerns first and allows them to stay in their homes longer.

#### **Safety & Security:**

Personnel Emergency Dialers (PED) are a Nelson - TRIAD project The recipient's cost is a one time fee of \$60.00

- Over 350 PED's have been installed by the Nelson County Sheriff's office in FY11; an increase of 19.45% over FY10

Ms. Mitchell noted that Radio Shack no longer had these in stock and due to this cost, there would be a wait list.

#### **Transportation:**

- In FY11: JAUNT provided 5,269 trips to seniors
- Jaunt began providing additional routes to the senior centers in FY10 with the aid of a state grant and matching funds from JABA
- JAUNT services include three commuter routes (two to Charlottesville one weekdays and one to Wintergreen seven days/week), Monday-Wednesday-Friday service to Charlottesville, Monday-Tuesday-Thursday intra-county service, primarily to the senior centers. New in FY10 – a route connecting Charlottesville and Wintergreen that can provide service in the Rockfish Valley.
- The Nelson Volunteer Coalition helped approximately 271 clients in FY11; seniors composed 90% or 244 of the total clients helped in the county by the coalition .

#### **What's Needed This Year:**

##### **Health Care:**

- Affordable dental care that is integrated with primary care; there are many more seniors who are suffering from serious oral health problems
- BRMC has a goal of adding a six-operatory facility on site by August 2012
- Improved and more affordable home-based services so that low-income seniors can “age in place” by remaining in their own residences longer
- Mental health services that cater to seniors
- Funding to sustain the Mobile Dental trailer program in Rockfish Valley  
Meals
- Expanded meals programs at Nelson, Rockfish, Gladstone and Schuyler centers to allow more seniors to participate as well as attend more often

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- JABA notes that seniors are now getting meals five days a week but need the full seven days. 2,563 additional home-delivered meals are needed as well as help with funding to meet meal cost increases.

**Housing:**

- An assisted living facility in Nelson
- Additional units of affordable housing are needed for seniors

Ms. Mitchell noted this and that Ryan School Apartments was an independent living facility and that the County has had an increase in those needing companion services or 24 hour care.

**Transportation:**

- More flexible services to reduce long waiting times after doctor visits, as well as to reduce long ride times
- Five day/week service to doctor appointments, etc. in Charlottesville
- Five day/week service to destinations within the County

**Home Care:**

- At-risk seniors need monthly visits to help with bill-paying
- According to the Nelson County Department of Social Services, currently there are 16 seniors on the waiting list for companion services, a 128.57% increase over FY10.

Following Ms. Mitchell's remarks, Mr. Bruguere asked if the group thought there was a need for an assisted living facility versus a nursing home in the County and Ms. Mitchell replied both were needed however there was currently no assisted living facility in the County.

Members briefly discussed the fact that Nelson would likely not get another nursing home because the beds were being moved to Charlottesville and they would have to get a Certificate of Public Need for this; which was unlikely. It was noted that these beds would have to be private pay and not Medicaid.

**D. VDOT Report**

There was no VDOT representative present to report; however the following issues were discussed:

In response to questions, Mr. Carter noted that the issues had been resolved with VDOT on the law office retaining wall.

Mr. Saunders reported that VDOT had repaired the sink hole on Arrington Road and they had done a good job.

Ms. Brennan inquired about the request to lower the speed limit between the stop light going south to the rescue squad building and members noted that this was discussed at the previous meeting, for which she was absent, and that VDOT had said that it could not be changed. It was noted that they recommended that the rescue vehicles go down and turn around.

Mr. Bruguere reported that he had several requests regarding widening the road on Tanyard Road next to the convenience center in Massies Mill. He noted that they could do some trench widening that would add several feet to the road. He added that he did not think that the bridge in his area needed to be replaced to the extent it was being done.

Mr. Harvey reported that he was working on opening up the overlook at Route 250 on Afton Mountain. He added that the property owner, Mr. Bud Carter was amenable to letting someone come in and cut the trees. He noted that there was a power-line in the way but that this could be worked around and he had someone who would maintain it going forward. Mr. Carter noted that he had requested this with the Lynchburg District office and Mr. Hale added that he thought that VDOT should take some stock in this including fixing the wall alongside it etc.

Mr. Carter noted that VDOT had submitted two reports concerning requests made from Ms. Glenda Cahoon and that for the first item; VDOT wanted the Board to endorse their recommendations.

Mr. Hale then noted VDOT's recommendations as follows and he stated that he would support these things:

Recommendations: Based upon the above analysis, to improve safety at the intersection of Route 29 and Route 56 (Tye Brook Road), Traffic Engineering makes the following recommendations:

- Install 48" INTERSECTION SIDE ROAD Warning (W2-2R) Signs with 45 MPH Advisory Speed (W13-1P) Plates, on the right and left sides of Route 29 southbound, approximately 900 feet in advance of Route 56. This location was chosen to remain clear of existing signage along Route 29. No signs are needed for the northbound approach.
- Refresh the median-striped Pavement Markings in the crossover since they are partially covered and faded, to better highlight the center of the crossover and to deter any double stacking that may be occurring.
- Refresh the Stop Bars on Route 56, at the intersection.
- Replace the existing 30" STOP Signs with 36" STOP Signs on Route 56, at the intersection.

Mr. Carter noted that the second report submitted looked at a speed reduction from Oak Ridge Road to Saunders Construction and the recommendation was that nothing needed to be done there. Mr. Hale added that they had said that they had studied it once and nothing had changed since then.

Mr. Hale then moved to support the VDOT recommendations made for the Route 29 and Route 56W intersection and Mr. Saunders seconded the motion.

Ms. Brennan noted that she thought it was interesting that VDOT admitted that the sight distance coming south was not what it should be. Mr. Hale noted that they also said that if they got the funds, they would knock down the berm in the median. Mr. Bruguieri suggested that an acceleration lane going south would help and Mr. Harvey added that first an increase in the deceleration lane was needed going into the turn at Route 56 W.

There being no further discussion, Supervisors voted unanimously (5-0) by roll call vote to approve the motion.

Mr. Carter noted that there was also a letter from Linda Meade regarding posting a slow sign on Carter Hill Road. No action was taken by the Board.

#### **IV. Old/New Business**

##### **A. Registrar's Office Relocation**

Mr. Carter reported that Paul Truslow, David Thompson and Ms. Britt have been looking at three (3) potential Registrar's office locations: the Rutherford Building, the former Farm Bureau Office, and the third floor of the Region Ten office.

Mr. Carter then noted that he put together a one page comparative report that showed what was available at each location. He noted that in the Rutherford building, they could

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not use the mezzanine level for an office; which reduced the usable square footage to 550 sq ft. He then noted that the old Farm Bureau building would require extensive rework and the Region Ten facility person had indicated they were willing to consider the build out of the third floor; however they would need a minimum of a five (5) year lease agreement. He added that a potential floor plan had been developed.

Mr. Carter then noted that he was not pitching any of the three options; but rather was providing information and he needed direction from the Board on how to proceed. He added that the Health Department would be moving out to Blue Ridge Medical Center in early December and that Dr. Criswell would vacate the premises with sixty (60) days notice.

Mr. Harvey inquired about the availability of the building across from the McGinnis Building and Mr. Carter noted that he thought it had been rented. Mr. Harvey added that it had the best access and parking out of all of the options.

Mr. Hale suggested that a lot depended upon whether this would be a temporary or permanent location and would affect the decision. He suggested that the current building would be vacated, the County had a proposal to renovate it, and it was his feeling that the potential was there to use that building at the lowest cost to the County. He added that the Registrar's office could return to it once it was renovated.

Mr. Saunders noted that Ms. Britt's office needed somewhere to go now regardless of it being temporary or not.

Mr. Hale expressed concern regarding the Region Ten building option of having to commit to a five (5) year lease and pay for renovations and Mr. Harvey noted that being on the third floor would be a deterrent to the handicapped and the parking was awful.

Ms. Brennan noted there was a lot to consider and that renovations of the current building could be a long time coming and she did not think a five (5) year lease was a concern; however she did not want to give them less space than they had now. She then questioned who would pay for fixing up the old Farm Bureau building.

Mr. Truslow in attendance was asked why they would not be able to use the mezzanine level at the Rutherford office and he noted that it was because it was not handicapped accessible and that this was required of all office space per the Uniform Building Code.

Mr. Carter Smith in attendance with Ms. Britt noted that while he was no longer on the Electoral Board, he still handled the voting machines and had worked with Ms. Britt on their space needs. He added that he had looked at all three of the options and that they could make any one of them work; however the question was how long they would be there. He noted that the Rutherford Office was too small; however could work temporarily if something permanent was coming down the pike. He added that he thought this was the County's opportunity to do it once and do it right. He then noted that there was enough space in the old Farm Bureau building, however it was close to what they had now and it would be tight. He then stated that he thought the Region Ten space could work better; however the two issues there would be how long they would be there and the cost.

Ms. Britt then offered that if they were going to be somewhere for four to five years, then the Rutherford office location was preferred. Mr. Truslow reiterated that the mezzanine level could only be used for storage. She then noted that the old Farm Bureau building was a better second option as the bottom floor had moisture issues and mold was present there. It was noted that the bathroom and entrance would have to be redone to be made ADA compliant. Ms. Britt then noted that if they were going somewhere for five or more years then their preference would be the Region Ten building.

Mr. Saunders advised that the old Farm Bureau building basement was not ADA compliant and it was in a floodplain; which would prohibit them from having offices on the lower level. Ms. Britt then acknowledged that they could use only the top floor.

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Members and Ms. Britt then briefly discussed the Region Ten building space and Ms. Britt noted that she did not think that them being there would be a deterrent to its use. Mr. Saunders added that the costs to remodel the space were uncertain and Ms. Brennan agreed that they would like to get an idea of these costs.

Ms. Britt reiterated that she thought the decision hinged upon whether or not it was a long term or short term solution. Mr. Hale noted that he thought a principle consideration was that the office should be easily accessible and preferably in a publicly owned building.

In terms of location, Ms. Britt noted that during elections, they go to the Post Office several times a day and that parking was intensely used during these times; otherwise not so much.

Ms. Britt then advised that once a decision was made, her office would have to have Department of Justice approval of the move.

Members then discussed the use of the Rutherford building if the upper level were ADA compliant. Mr. Carter pointed out that the report noted that the parking there would have to be addressed due to the parking lot being owned by the bank. He added that there was one space for handicap parking that would be owned by Rutherford and the rest was owned by the bank. He then noted that in terms of the current building, the roof was still leaking despite the County's efforts to prolong its life.

Mr. Hale then inquired about the Registrar's storage requirements and whether or not the voting machines must be co-located with the office. Mr. Carter noted that there was County owned storage space below the Clerk's office where the equipment could be securely stored. Ms. Britt added that the storage space would need to be convenient but not necessarily in the same space as the office.

Mr. Hale noted that the Region Ten plan allowed for all of their needs and that if this option was pursued, there would have to be a lease from them. He questioned who would do the renovations and added he would be amenable to a full build out if they wanted to put anyone else over there.

Following this discussion the Board came to the consensus that they needed to get Region Ten cost information. Mr. Saunders supposed that 1,200 square feet would be used and the build-out would be expensive.

Mr. Carter suggested that the old court areas could be used; however it would be a long way for a person to come to get to the office.

The Board then asked Mr. Daniel Rutherford in attendance for his thoughts and he related the following. He noted that his building had a basement and that once he had a tenant, he would renovate the basement and it would have some conference areas. He noted it was handicapped accessible and he would put in rooms right off of the entryway. He suggested that then the Registrar's Office could trade leasing the mezzanine level for leasing space in the basement. He added that the handicap ramp was in and his office would be ready to be occupied.

In response to questions, Mr. Rutherford advised that the basement would begin drying in by January and then they would be studding it. He noted that the electricity was already in and the Registrar's electronics would be secure and dry there.

Ms. Britt noted that they would have to have separate secured storage and there were separate rooms available in the basement. She added that this space could work if they could have the additional space in the basement.

Members then revisited following up with Region Ten with Mr. Harvey noting he was not in favor of following up with them if it would cost anything. Mr. Saunders agreed and indicated that he did not think that space was ideal. Mr. Hale, Ms. Brennan, and Mr. Bruguere reiterated that they would like to see the information, which should not cost anything to get and they could have it at the next meeting.

Ms. Britt then reminded the Board that there would be a June primary and her office would be a polling place in April.

Shipman Polling Place Relocation:

Mr. Carter then noted the letter from the Electoral Board on relocating the Shipman polling place that could be discussed while Ms. Britt was present.

Mr. Saunders explained that this suggestion had come about from complaints about the current location. He added that The Carriage House was previously offered as an alternative before and was not accepted. Ms. Britt added that it would be a wonderful polling place and that safety was a concern at the Shipman Civic Center (American Legion Post) polling place.

Mr. Carter advised that every election, County staff has to go over and make improvements. He added that sometime around 2004, the County spent about \$10,000 at one time to improve it.

Mr. Bruguere noted that before the request to move was a political issue and that the Carriage House was more accessible to everyone. Ms. Brennan noted that her concern was that people be informed that the polling place has moved. Staff and Ms. Britt advised that if this happened, all of the voters in that precinct would receive new voter cards with the new polling place shown and it was suggested that a public hearing may need to be held. Ms. Britt noted that she brought a list of things that would have to be done if it were moved. Mr. Smith added that the suggested location was on the edge of the voting precinct and it was noted that polling places could not be combined due to uniformity regulations.

Mr. David Blount, TJPDC Legislative Liaison noted that there was enabling legislation in the legislative plan to allow precinct consolidation into voting centers. He added that any changes would have to go through Department Of Justice clearances and that they were asking for a pilot program that would be for just primaries. Ms. Britt added that some areas were not happy about the possibility of consolidation such as Montebello and Roseland.

It was then noted that staff would need to check to see if a public hearing on moving the polling place was required and it was reiterated that there was sixty (60) days minimum for Department Of Justice consideration. Members briefly discussed possibly holding a public hearing even if one was not required and they agreed to carry this forward to the December agenda. Ms. Britt confirmed that even if a decision were not made until January, there was still adequate time for this to be effective for the June primary.

B. TJPDC Boundary Line Review

Mr. Carter noted that after every census period, the Department of Housing and Community Development (DHCD) is required to send notice to governing bodies to see if they have any comments that could lead to a public hearing on boundary lines of the established Planning Districts. He added that the County had the option to seek membership in other PDCs but has always been aligned with TJPDC and the State criteria on population matches, and the County is in the same MSA as Planning District ten etc. He noted that the question was whether the Board wanted to comment on staying in or moving somewhere else.

Members briefly discussed commonalities between the County and Region 2000 PDC to the south and with the current PDC -TJPDC to the north. Mr. Carter suggested that the Board could revisit having a dual membership in both PDCs; however this could involve maintaining two membership fees. He added that the County had a good relationship with Region 2000 and they already kept the County in the loop.

Mr. Carter advised that the County would have to give comment immediately to DHCD by December 19, 2012 and they would then decide if a public hearing was necessary.

Members noted that they would lose the excellent services of TJPDC Legislative Liaison in David Blount if the County switched.

Mr. Padalino noted that the recognition of the commonalities in tourism and marketing areas was an important consideration as was the fact that daily commuter numbers were larger going towards Charlottesville than to the south. Members also acknowledged there were more students from the County going to PVCC in Charlottesville versus CVCC in Lynchburg and that the schools dual enrollment program was through PVCC.

Following discussion, the consensus seemed to be to not make any changes or comments and no action was taken by the Board.

## **V. Reports, Appointments, Directives, and Correspondence**

### **A. Reports**

#### **1. County Administrator's Report**

### **A. Courthouse/Government Center Project (All Related):**

**1) Courthouse Addition** – Blair Construction has advised that it has retained A.L. Hudson Construction to complete the concrete repairs identified through the project punch list and confirmed by F&R. A meeting with Blair is pending but the punch list work is anticipated to be started by 11-26 with all corrective items complete by 12-31 (or sooner).

Mr. Carter noted that the entryway lights are on a sensor and have been an ongoing issue that is being addressed by Blair.

**2) Courthouse Display:** In process. A project meeting was held with Thayer Design on 11-16.

**3) Courthouse Signage:** In process. Acorn Sign Graphics has submitted its project cost estimate, \$29,218.25, inclusive of total signs, 251 (internal and external). Ensuing steps are County's acceptance and 4-6 weeks for delivery and installation.

Mr. Carter noted this estimate was within the budget of \$30,000 and unless the Board objected, staff was ready to go forward. There were no objections from the Board and Ms. Brennan confirmed that the sign design was great. Staff noted that they had provided a sample; however it had been loaned to Thayer Design to coordinate with their exhibit design.

**4) Courthouse Retaining Wall (Law Office):** In process. The major wall section has been completed including stamping and concrete coloring. Pending are a wing wall on the east side of the primary wall, curbing and installation of a new storm water drop inlet.

Mr. Carter noted this should be completed by December 12, 2012.

**5) Treasurer's Office Remodeling:** Complete.

**6) Jefferson Building:** A final renovation plan is pending Committee review.

**7) Magistrate's Building:** Completion of the exterior renovation and interior plastering by Price Masonry Contractors is projected within 2-3 weeks approximate. Staff plans to re-paint the existing metal roof, install new door, flooring, electrical, windows and HVAC (no completion date for this work is presently established but it will be as expeditious as possible).

Ms. Brennan noted that she would like to be involved in the flooring decision and Mr. Hale suggested installing guttering as well. It was agreed that the HVAC work would be put on hold and the Board would be included on these decisions.

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**B. Broadband Project: 1) Project Summary** - Construction of the fiber network is approximately 100% complete; pending is fiber splicing to CAIs and the tower locations (this work is scheduled for the week of 12-10). Completion of the network's electronics by Calix is scheduled, tentatively, for the week of 12-17 (5 days if necessary) with complete network testing thereafter. The towers at RVFD and Martins Store are installed. The tower for Massies Mill is sited and in process (i.e. environmental review, soil testing, RFP issues on 11-21, local approval in process; 12-19 by Planning Commission and 12-20 by Board of Supervisors requiring a continued meeting from 12-11). Contracts for Network Operation, Co-Location and Service Provision are pending with two companies (only one of which would provide services; the other has a network of providers). Lumos has advised County staff that it will not be a services provider although this decision is being reviewed. Two additional companies have contracted County staff regarding tower use (Rockfish) and the fiber network (a meeting with the later to be conducted the week of 12-26). Staff will meet or conference (call) with USDA-RD/RUS's broadband staff the week of 12-26 to discuss possible funding opportunities for network expansion.

Mr. Carter noted that staff needed the Board to continue the December meeting until December 20, 2012 for a public hearing on the Massies Mill tower. He added that Calix would be coming back to install equipment on the north end and that he thought that the drops to the CAIs were in; however the ONTs at these locations may need to be installed.

Members indicated that they would like to be sure that the beneficiaries of the project were the end users.

Mr. Carter then noted that LUMOS management had changed and they had indicated that their business plan had changed and they were now not going to enter new markets. He noted that this was the reason they were now not going to be a service provider on the network. He added that Lumos was providing phone and internet services to the County; which would provide better service than using T1s. He noted that the County would have an IRU agreement and an amendment to the collocation agreement putting the County network on LUMOS's core network; providing redundancy.

In response to questions, Mr. Carter noted that CAIs were not obligated to hook onto the network; however they had indicated that once their present services expired, they would contract with a network service provider. He noted that they were not obligated to do so but this was part of the strategy in getting the grant. He added that the County was the primary anchor institution as was the schools and that the expectation was that the schools would be on the network once their long term contract expired. Mr. Carter then noted that the Library, BRMC, and RVFD have all indicated they would connect and they will have more bandwidth and reliability than at present.

Mr. Carter then reported that Blue Ridge Internetworks has purchased a circuit and they were negotiating a service provider agreement to become a service provider. He noted that he was also contacted by Shentel and would meet with them next week on becoming a service provider. He added that the expectation was that MBC would collocate in the hut and once this was done, their members would have access to provide services on the county's network. Mr. Carter explained that there was a standard service provider contract and the network was open access for all to provide services.

Mr. Hale noted his concern that local service providers would benefit from the project; however they did not want to pay the costs and the larger companies did not seem to want to do it.

Mr. Harvey referred to the VACO session on Broadband and that Franklin County had been the case study discussed. He noted that they had done a wireless only deployment and did not have any fiber in it. He added that he thought that the County had the best of both worlds in having both fiber and towers for wireless deployment; however he thought that there was a need to get out to the borders of the county.

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Mr. Carter noted his agreement with Mr. Stewart in that the technology is constantly evolving and Mr. Harvey noted that he did not think there would be a point where fiber would not be needed as Mr. Stewart had suggested.

Mr. Carter then noted that the County was on the cusp of finishing construction and getting the network operational. He noted that at least one company would be on board to be a service provider and that the rates would be gauged and if they were not doing what the Board wanted, then they could be brought back for adjustment. Ms. McCann then added that the County had a Federal Grant responsibility whereas the established rates had to be market rates and they could not undercut the market.

Mr. Harvey suggested having a work session with all of the players. Mr. Carter noted that with Nelson Cable, there was less than a mile gap between the Martin's Store tower and their head-end and they wanted to connect that. He then related that his understanding was that Lumos was not a provider for them anymore there. He added that they wanted to secure all of the County's fiber and not pay for its use. Ms. McGarry noted that another reason that Nelson Cable did not want to use the network was that their current cable network in Lovingson was antiquated such that it could not be utilized with the County's fiber network and they were unwilling to make the capital investment to upgrade their infrastructure in order to be able to use it.

Mr. Harvey then remarked that anytime trenches were being dug, one should look at installing conduit and or fiber. Mr. Carter noted that it would be good for them to look at what might be the next expansion of the network as well.

**2) Massies Mill Recreation Center:** MMRCI has executed and returned the deed conveying the former school property (back) to Nelson County. Formal approval of the deed by the Board is included within the 11-20 meeting agenda. MMRCI also submitted a financial summary, which will be provided to the Board. And, MMRCI acknowledged that the balance of funding held on account by the organization will be transferred to the Millennium Group upon MMRCI's formal dissolution.

**C. 2012 Radio Project (Narrow banding):** The project's Contract Design Review (CDR) remains in process. This encompasses final equipment to be purchased, final design and overall installation (testing and startup). Completion of the CDR phase is ASAP. Overall project completion is projected to be August-September 2013. A letter has also been submitted to the FCC requesting a time extension for compliance with the 1-13 narrow banding mandate and is expected to be granted or, alternatively, the FCC may decide to establish a nationwide extension.

Mr. Carter advised the Board that the project was within budget at this point.

**D. High Top Tower (Lease):** Execution of lease agreements by the Nature Conservancy, VA Outdoors Foundation and WCVE is in process (agreement provided to all parties). The County and WCVE will then execute a lease agreement providing for the County's use of the tower.

**E. Lovingson Health Care Center:** In process. Howard & Assoc.'s preliminary report submitted to JABA and County staff (and by staff to the BOS). The final report is pending receipt and review.

Mr. Bruguiere suggested that staff find out from the consultant if there could be a regular nursing home here, meaning run by a private group and not Medicaid beds. He added that he thought assisted living would be more expensive.

**F. Norwood Historic District Project:** In process. Public informational session conducted on 11-15 (St. James Baptist Church). Completion date is by 6-30-2013.

**G. 2014 General Reassessment:** In process.

**H. Stormwater Program (Local):** Nelson, Louisa counties and TJSWCD awarded \$50,000 grant by DCR for local program development. Respective staffs met the week of

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11-12 to finalize grant project scope. An RFP was then issued by TJSWCD for consultant service. Upon consultant selection the local project team will work to establish a local, possibly regional storm water program, inclusive of local government and VA-DCR approvals. Program approval is required by 6-30-14 for commencement on 7-1-14.

Mr. Harvey noted that he attended a session on this at the VACO conference and he related that this was going to be a nightmare and would be very prohibitive to development due to there being a lot of bonding involved and eternal maintenance of practices.

**I. Blue Ridge Medical Center:** Local VDH unit's relocation to BRMC will be delayed for several days in early December but is expected to be completed in early December 2012.

**J. Trail Projects:** 1) **BRRT** – Craddock=Cunningham retained to provide AE services for the project. The project is in process. 2) **BRT** – The US Dept. of the Interior has awarded Nelson County a National Park Services Rivers, Trails and Conservation Assistance Program, which entails technical planning assistance to the County by the NPS for the Tunnel Project (see attached). A final decision on the County's application for \$2.0 million (approximate) in funding from the federal Dept. of Transportation's Federal Transit Assistance Division (Paul S. Sarbanes Transit in the Parks) is pending with a decision anticipated after the first of 2013.

**K. Emergency Services:** Staff is working with Nelson Rescue and Wintergreen EMS towards the installation of bedrooms for 24x7 operations at Nelson's Station 2 facility. Input from the Building Official on this initiative has been submitted to WG EMS with a request that it facilitate a revised construction drawing for the project (WG utilized a local AE to develop an initial drawing). If this is not workable then County staff will immediately undertake this work.

**L. Future Meetings:** 1) **TJPDC Legislative Meeting** – November 29, 6 – 8 p.m. at TJPDC in Charlottesville (BOS input on attendance requested). 2) **Town Hall Meeting** – Central and North District Supervisors at RVCC on 12-5 at 7 p.m.

**M. Financial (RVCC):** The community center received roof damage in 2007 (shingle loss) which was repaired by volunteers. The County filed an insurance claim with VACORP and received \$8,513.12 for the damage, which RVCC requested "be held for work to be done in the future (see attached)". RVCC has recently made inquiry about the funding noting that it plans to replace the shingle work. The consideration is approval by the Board of the disbursement of the insurance proceeds to RVCC.

Mr. Bruguere moved to approve \$8,513.12 in insurance money received for roof damage in 2007 to go to RVCC. Mr. Hale seconded the motion and there being no further discussion, Supervisors voted unanimously (5-0) by roll call vote to approve the motion.

**N. Personnel:** 1) **Animal Control** – Mr. Ron Markin decided to leave employment with the County after a short tenure (six weeks.). Mr. Markin's exit interview was very positive with regard to his employment with the County and it is understood that he is relocating out of the Central VA area. Concurrent with Ron's decision, County staff Ms. Theresa Brooks, a Corporal in the Sheriff's Department was interviewed (Theresa was an initial applicant for the position) and accepted the position, beginning her duties on 11-1. 2) **Recycling Coordinator** – Mr. Patrick Parrish has been temporarily filling this position. Input from the Board is requested on staff proceeding with filling this vacancy (it is a part-time position) or other direction the Board may have on the position.

Mr. Harvey suggested moving forward with filling the position and said it would be hard to recruit a part time person. Mr. Carter noted he was not sure there was enough work for a full time position and Mr. Harvey and Mr. Hale disagreed.

Mr. Hale noted that this department had the largest number of employees in it and was a lot to deal with in addition to the greater opportunities to be explored with recycling.

Mr. Carter noted that the County was paying a little over \$13 per hour for this position and Ms. McCann advised that staff had a job description that could be used. Mr. Harvey then suggested bringing on someone part time and then discussing making it full time during the budget sessions.

Mr. Carter noted that Mr. Parrish was still doing the scheduling as of now and that the attendants were currently being paid around \$9 per hour.

Mr. Hale inquired as to whether or not the County was required to advertise to fill its positions and Mr. Carter indicated it was. He then added that the EMS Coordinator position was filled by promotion from within; which was done by the policy that allowed for advertising internally and promoting from within. He then noted that if there was no one with the required qualifications internally, then the positions were advertised publicly.

Mr. Hale noted that he thought the position ought to be publicly advertised as a part time position; keeping it in mind to go full time at some point.

Mr. Bruguere added that most of the analytical work and getting the system set up was done when Susan McSwain was here. Ms. Brennan noted that she wanted to see the same reports that Susan McSwain would have been doing since she left that were in the job description. Mr. Carter noted that these could be resumed and was one reason why the current person was transitioning back into the field.

## 2. Board Reports

Mr. Bruguere reported that he attended three sessions at the VACO conference:

1. Agri-tourism – Discussed that seven counties were applying for grant money to promote public access to farms.
2. Finance – State Budget Director gave some budget numbers and noted that Virginia could lose 250,000 jobs and was the number one state for military spending.
3. Mandates – The Governor got rid of thirty (30) state mandates; however the General Assembly put sixty (60) back in.

Mr. Hale reported that he attended a session on tax reform at VACO where Senator Emmitt Hanger talked about the need for reform in Virginia. He added that the Governor had indicated the need to index the gasoline tax and a series of excellent ideas were discussed such as collecting internet sales tax.

Mr. Hale reported attending the TJPDC meeting where there was trouble with the HUD grant that was discussed.

Mr. Hale reported that as far as the NCSA, he had spoken to George Miller prior to the meeting and he had noted that the pumping station at Wintergreen and the water tank were near completion. He added that one of five pumps had been installed and that he thought they would start making snow the first week in December with the tank available on the 12th.

Mr. Hale reported that a Crozet Blue Ridge Tunnel Foundation meeting was held and a Supervisor from Augusta County attended and was enthusiastic. He noted that there were attending Supervisors from Albemarle, Nelson, and Augusta Counties.

Ms. Brennan reported on her attendance of the VACO conference:

Ms. Brennan attended the Department of Social Services issues sessions and noted the complications with the Comprehensive Services Act (CSA) and Title IV E. She noted that Commissioner Brown attended and related a whole new feeling that state departments wanted to work closely with local DSS offices. She noted that for example,

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the Regional Director would come and train the local DSS Board members. She added that there were new computer programs being implemented to help with Medicaid applications and new computer eligibility programs to determine client eligibility. She then noted that CSA was complicated and she would put together a report on the specifics; however they could look forward to a better program. She added there was not a lot of accountability up to now.

Ms. Brennan then reported her attendance of the VACO Board meeting where they looked at the legislative program that VACO was putting forward. She added that Senator John Watkins had put together a transportation program proposing a gas tax on wholesale gas prices that would result in a .14 increase and then to counteract this, they would reduce income taxes; which was well received by VACO.

Ms. Brennan then noted that her term on the VACO Board was over and that no one wanted to be the representative on the Board so she may be reappointed.

She then reported on the local DSS Board meeting that day noting there was nothing new there except they would be hiring to fill a position that someone was leaving. Ms. Brennan then inquired as to advertising these positions on the County's website and noted that they could provide contact information to be posted.

Mr. Saunders reported also attending the VACO Stormwater Management session; which he noted was scary and he thought was over regulation. He then reported that he attended a "How to Hire Personnel" session by mistake and then the closing session.

Mr. Harvey reported attendance of some VACO sessions including the one on Stormwater Management. He agreed with Mr. Saunders that it was scary and implementation and ongoing maintenance would be expensive. He added that there would not be a retrofit requirement and there would still be problems.

Mr. Harvey then reported on the Broadband Session attended and noted that there would be a lot of help out there for the County and staff would be able to get help.

Mr. Harvey then noted that overall he was disappointed in the conference and next year would like to see the programs offered prior to signing up. He added that there was no EMS session or GIS session and attendees could only go to a maximum of three (3) sessions whereas they could go to six (6) in the past. He noted that there was no one in the opening sessions and he felt bad for the speakers. In conclusion he noted that the NACO speaker was excellent.

#### B. Appointments

Ms. McGarry noted that the only appointment for consideration was the expiring seat on the Board of Zoning Appeals held by Gifford Childs. She added that Mr. Childs had indicated he wished to be reappointed and that no other applications had been received. She then noted that this would be a recommendation by the Board to the Circuit Court.

Mr. Bruguere then moved to recommend to the Circuit Court that Gifford Childs be reappointed to the Board of Zoning Appeals and Ms. Brennan seconded the motion.

There being no further discussion, Supervisors voted unanimously (5-0) by roll call vote to approve the motion.

Mr. Saunders then noted that while these were not done by district, the South District was not represented on the BZA.

#### C. Correspondence

There was no correspondence considered by the Board.

#### D. Directives

Ms. Brennan directed staff to resume the 2x2 meetings with both the School Board and Wintergreen. Mr. Saunders, Mr. Bruguere, Mr. Hale, and Mr. Harvey had no directives.

## **VI. Other Business (As May Be Presented)**

### *Introduced: Closed Session*

Mr. Harvey indicated the need for closed session to discuss a personnel matter.

Mr. Hale then moved that the Nelson County Board of Supervisors convene in closed session to discuss the following as permitted by Virginia Code § 2.2-3711(A) (1): discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body.

Mr. Bruguire seconded the motion and there being no further discussion, Supervisors voted unanimously (5-0) by roll call vote to approve the motion.

The Closed Session was held and upon its conclusion, Mr. Saunders moved to come out of closed session and Ms. Brennan seconded the motion. There being no further discussion, Supervisors voted unanimously (5-0) by roll call vote to approve the motion.

Upon entering public session Mr. Saunders moved that the Nelson County Board of Supervisors certify that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information act cited in that motion.”

There was no second and there being no further discussion, Supervisors voted unanimously (5-0) by roll call vote to approve the motion.

### *Introduced: Employee Bonuses*

Ms. Brennan moved to provide Full- Time County employees with a \$500 bonus, Part-Time County employees working over 20 hours with a \$300 bonus, and Part-Time County employees who work less than 20 hours per week with a \$150 bonus.

Mr. Hale seconded the motion and the Board had the following discussion.

Mr. Bruguire noted that the Board was waiting on a request from the School Board before considering this for them.

Mr. Hale noted that the Board had indicated a preference to have uniformity and there was a level understanding of this; however this Board could not dictate this even if it was preferable that separate things were not going on. He noted that the Service Authority Board had authorized a bonus for employees and the Board now had a motion to do so for County employees. He added that they recognized there were hard times for many citizens and businesses; however County employees have had many tasks this year connected with Broadband and the new Courthouse and he thought it was appropriate.

Mr. Bruguire then clarified that the Department of Social Services employees were not being lumped in with County employees and Ms. Brennan noted that their Board had voted earlier that day to do whatever the County did.

Ms. McCann then asked whether or not this bonus would be done the same as the last one and Mr. Harvey noted that it would not and that the bonus amount proposed was gross before taxes.

Mr. Saunders then noted that he thought that the bonus was deserved; however with the economic situation nationwide and with the state and county unemployment, he thought it reflected poorly on the Board to raise taxes and then give out bonuses and he could not support it.

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There being no further discussion, Supervisors voted (4-1) by roll call vote to approve the motion with Mr. Saunders voting No.

**VII. Adjournment – The Evening Session Has Been Cancelled**

Mr. Harvey reiterated that there would not be an evening session and Mr. Saunders moved to adjourn. Ms. Brennan seconded the motion and there being no further discussion, Supervisors voted unanimously by voice vote to approve the motion and the meeting adjourned.

DRAFT

**RESOLUTION-R2012-90**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**APPROVAL OF COMMISSIONER OF REVENUE REFUNDS**

**RESOLVED**, by the Nelson County Board of Supervisors that the following refunds, as certified by the Nelson County Commissioner of Revenue and County Attorney pursuant to §58.1-3981 of the Code of Virginia, be and hereby are approved for payment.

<u>Amount</u>	<u>Category</u>	<u>Payee</u>
\$ 363.38	PP Taxes & Vehicle License Fees	Willie S. Banks, Jr. 71 Pines Lane Shipman, VA 22971
\$1,849.65	2011 RE Taxes	Ronald L. Moyer P.O. Box 94 Shipman, VA 22971

Approved: December 11, 2012

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

COUNTY OF NELSON  
**JEAN W. PAYNE**  
COMMISSIONER OF REVENUE  
P. O. Box 246  
Lovington, VA 22949

Telephone: 434-263-7070  
Fax: 434-263-7074  
Email: [jpayne@nelsoncounty.org](mailto:jpayne@nelsoncounty.org)

November 27, 2012

Mr. Thomas D. Harvey, Chairman  
Nelson County Board of Supervisors  
P. O. Box 336  
Lovington, VA 22949

**Re: Banks, Jr. Willie Stenson**  
**71 Pines Lane Shipman, VA 22971**  
**1999 Ford Countour #0075 – disposition date 07/01/10**  
**1988 Ford #4300 – disposition date 03/01/06**  
**1977 Ford Dump Truck #5370 – disposition date 04/01/08**

This letter shall serve as written request that a refund of \$363.38 be issued to the above referenced taxpayer. Personal property taxes and vehicle license fees were paid on the above referenced vehicles after their DMV posted disposition dates.

Supporting data is available in this office for you review.

Respectfully requested,

  
Jean W. Payne  
Commissioner of Revenue

---

The undersigned has reviewed the request of the Commissioner and consents to the refund requested above.

  
Phillip D. Payne, IV  
County Attorney

COUNTY OF NELSON  
**JEAN W. PAYNE**  
COMMISSIONER OF REVENUE  
P. O. Box 246  
Lovington, VA 22949

Telephone: 434-263-7070  
Fax: 434-263-7074  
email: [jpayne@nelsoncounty.org](mailto:jpayne@nelsoncounty.org)

December 6, 2012

Mr. Thomas D. Harvey, Chairman  
Nelson County Board of Supervisors  
P O Box 336  
Lovington, Va. 22949

Dear Tommy,

This letter shall serve as a written request that a refund of \$1849.65 be issued to Mr. Ronald L. Moyer, PO Box 94, Shipman, Va. 22971. He paid his 2011 Real Estate Taxes on his house and he has been granted 100% disability by the Veterans Administration effective 2011.

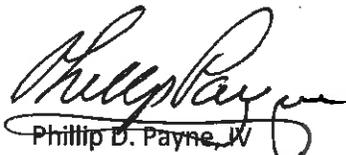
Sincerely,



Jean W. Payne  
Commissioner of the Revenue

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The undersigned has reviewed the request of the Commissioner and consents to the refund requested above.



Phillip D. Payne, IV  
County Attorney

**RESOLUTION R2012-91  
NELSON COUNTY BOARD OF SUPERVISORS  
AMENDMENT OF FISCAL YEAR 2011-2012 BUDGET  
NELSON COUNTY, VA  
December 11, 2012**

BE IT RESOLVED by the Board of Supervisors of Nelson County that the Fiscal Year 2012-2013 Budget be hereby amended as follows:

**I. Appropriation of Funds (General Fund)**

<u>Amount</u>	<u>Revenue Account</u>	<u>Expenditure Account</u>
\$ 8,513.00	3-100-009999-0001	4-100-043020-8004
<u>\$ 71,972.00</u>	3-100-009999-0001	4-100-051010-7002
\$ 80,485.00		

**II. Transfer of Funds (General Fund)**

<u>Amount</u>	<u>Credit Account (-)</u>	<u>Debit Account (+)</u>
\$ 6,198.00	4-100-999000-9905	4-100-032020-7007

Adopted: December 11, 2012

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

## EXPLANATION OF BUDGET AMENDMENT

- I. The **General Fund Appropriation** includes a request for an additional appropriation of **\$8,513** for insurance recovered funds relative to roof damage at RVCC in 2007. The repair was made by volunteers and the money was not previously utilized. The Board approved remittance of these funds to RVCC for current roof repair on 11/20/2012. Also requested is **\$71,972** to provide furnishings for the Health Department's new location. The state provided additional lease payments to the county in the amount of \$117,282 for the period July 2001 through December 2004. Per the memorandum of agreement dated May 9, 2000, the Board of Supervisors will expend the funds for use only on Health Department specific building architectural/electrical design, site relocation costs, equipment/furnishing or other related costs. After county incurred architectural costs, the remaining balance of funds is \$71,972 which the health department has requested to be used for equipment/furnishings.
  
- II. The **Transfer of Funds** reflects a **\$6,198** transfer from the General Fund Contingency to Emergency Services Council budget for generator repair. This request includes repairs for generators at Nelson Rescue and Lovington Fire Dept. after use during the "derecho" storm in June.

**RESOLUTION R2012-92**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**AUTHORIZING REGION TEN COMMUNITY SERVICES BOARD**  
**TO APPLY FOR AND ACCEPT LOANS**

**WHEREAS**, Region Ten Community Services Board ("Region Ten") was established by the City of Charlottesville and the Counties of Albemarle, Fluvanna Greene, Louisa and Nelson (the "Localities") as required by § 37.2-500 *et seq.* of the Code of Virginia, 1950, as amended, to provide mental health, intellectual disability and substance abuse services to the residents of the Localities; and,

**WHEREAS**, the services provided by Region Ten are more particularly described in an annual Performance Contract with the Virginia Department of Behavioral Health and Developmental Services, which is subject to review by the Board of Supervisors of Nelson County (the "County"); and,

**WHEREAS**, Region Ten receives reimbursement funding from the Commonwealth of Virginia, the federal government and Localities for services it provides within the Localities; and,

**WHEREAS**, in order to pay operational expenses Region Ten has previously relied on loans and other financing obtained through Region Ten Community Services Board, Inc., ("Region Ten, Inc.") the private nonprofit corporation formed to assist Region Ten in the fulfillment of its mission; and,

**WHEREAS**, Region Ten now wishes to obtain a loan or other financing in its own name for purposes of cash flow management and for the payment of operational expenses; and,

**WHEREAS**, § 37.2-504.A.11. of the Code of Virginia, 1950, as amended, requires that community services boards may "apply for and accept loans as authorized by the governing body of each city or county that established it" and Region Ten seeks the County's authorization solely to meet that statutory requirement; and,

**WHEREAS**, Region Ten is seeking authorization from the governing body of each Locality to apply for and accept a loan or line of credit in an amount up to \$2,000,000 that creates no legally enforceable obligation extending one year beyond the date on which the obligation is incurred (the "Line of Credit"); and

**WHEREAS**, Region Ten and the Localities understand and agree that the obligations under the Line of Credit are not to constitute a debt or pledge of the full faith and credit of the Localities and shall not impose any liability on the Localities, nor is the requested authorization a guarantee on the part of the Localities of the Line of Credit.

**THEREFORE BE IT RESOLVED**, the Nelson County Board of Supervisors does hereby grant its authorization to the Region Ten Community Services Board ("Region Ten") to apply for and accept a loan or line of credit in an amount up to \$2,000,000.

Adopted: \_\_\_\_\_, 2012

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

"Working Together To Enrich our Community One Life at a Time"



November 20, 2012

Stephen Carter  
County Administrator  
County of Nelson  
PO Box 336  
Lovingson, VA 22949

RECEIVED

NOV 26 2012

COUNTY ADMINISTRATOR'S  
OFFICE

Dear Mr. Carter,

Region Ten Community Services Board has decided to obtain a line of credit from Stellar One Bank in order to address the uneven cash flow that can result from delays in receiving Medicaid reimbursement payments. In the past, Region Ten has relied on advance local appropriation funding from the City of Charlottesville or Albemarle County to address cash flow issues. However, at the request of Albemarle County and the City of Charlottesville, Region Ten has decided to obtain a line of credit rather than rely on ad hoc financing when reimbursements are delayed. To obtain the line of credit, as required by § 37.2-500 et seq. of the Code of Virginia, 1950, as amended, a CSB must secure the approval of each of the establishing localities.

Attached please find a resolution authorizing Region Ten to enter into a line of credit. This resolution was drafted in consultation with the county attorneys of each locality in our catchment area. A draft of this resolution was provided to Phillip Payne, Nelson County Attorney, for review and comment in early October. We have incorporated the comments we received into the included resolution. This resolution makes explicit that no locality is obligated to pay or guarantee the line of credit. In fact, language is included in the resolution that requires the loan documents to specifically include this limitation. We would appreciate you putting this before the board of supervisors at your earliest convenience. Please do not hesitate to contact me if you have questions about this resolution.

Sincerely,

A handwritten signature in black ink that reads "Robert L. Johnson". The signature is written in a cursive, flowing style.

Robert Johnson  
Executive Director

**A RESOLUTION  
AUTHORIZING REGION TEN COMMUNITY SERVICES BOARD  
TO APPLY FOR AND ACCEPT LOANS**

**WHEREAS**, Region Ten Community Services Board (“Region Ten”) was established by the City of Charlottesville and the Counties of Albemarle, Fluvanna Greene, Louisa and Nelson (the “Localities”) as required by § 37.2-500 *et seq.* of the Code of Virginia, 1950, as amended, to provide mental health, intellectual disability and substance abuse services to the residents of the Localities; and,

**WHEREAS**, the services provided by Region Ten are more particularly described in an annual Performance Contract with the Virginia Department of Behavioral Health and Developmental Services, which is subject to review by the Board of Supervisors of Nelson County (the “County”); and,

**WHEREAS**, Region Ten receives reimbursement funding from the Commonwealth of Virginia, the federal government and Localities for services it provides within the Localities; and,

**WHEREAS**, in order to pay operational expenses Region Ten has previously relied on loans and other financing obtained through Region Ten Community Services Board, Inc., (“Region Ten, Inc.”) the private nonprofit corporation formed to assist Region Ten in the fulfillment of its mission; and,

**WHEREAS**, Region Ten now wishes to obtain a loan or other financing in its own name for purposes of cash flow management and for the payment of operational expenses; and,

**WHEREAS**, § 37.2-504.A.11. of the Code of Virginia, 1950, as amended, requires that community services boards may “apply for and accept loans as authorized by the governing body of each city or county that established it” and Region Ten seeks the County’s authorization solely to meet that statutory requirement; and,

**WHEREAS**, Region Ten is seeking authorization from the governing body of each Locality to apply for and accept a loan or line of credit in an amount up to \$2,000,000 that creates no legally enforceable obligation extending one year beyond the date on which the obligation is incurred (the “Line of Credit”); and

**WHEREAS**, Region Ten and the Localities understand and agree that the obligations under the Line of Credit are not to constitute a debt or pledge of the full faith and credit of the Localities and shall not impose any liability on the Localities, nor is the requested authorization a guarantee on the part of the Localities of the Line of Credit.

**From:** [Steve Carter](#)  
**To:** [CARUSO BROWN](#)  
**Cc:** [ROBERT JOHNSON](#); [MARCIA BECKER](#); [Candy McGarry](#)  
**Subject:** RE: Nelson County - Region Ten's Line of Credit Request  
**Date:** Tuesday, December 04, 2012 2:09:10 PM

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Mr. Brown,

Thank you for expeditious and very concise response. I don't believe further input will be necessary but will advise you (Mr. Johnson and Ms. Becker) immediately after 12-11 should the Board of Supervisors require addition information beyond what you've provided.

Best regards and thanks very much,

Steve

Stephen A. Carter  
Nelson County Administrator  
P. O. Box 136  
84 Courthouse Square  
Lovingston, VA 22949  
Ph. (434) 263-7001  
Fx. (434) 263-7004

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**From:** CARUSO BROWN [mailto:CARUSO.BROWN@regionten.org]  
**Sent:** Tuesday, December 04, 2012 1:14 PM  
**To:** Steve Carter  
**Cc:** ROBERT JOHNSON; MARCIA BECKER  
**Subject:** Nelson County - Region Ten's Line of Credit Request

Mr. Carter,

Mr. Johnson asked if I would respond to your questions regarding Region Ten's need for a line of credit. As you know, Region Ten has multiple sources of revenue. Our primary revenue source is Medicaid, which represents 60% of our funds. The only time during the year that Region Ten experiences a significant drop in cash flow, is in the summer to early fall months. This drop in cash flow is due to a decrease in Medicaid revenue when school is not in session for school-based services (therapeutic day treatment). Region Ten, especially over the past three years, maintains a very strong cash position throughout the year. The board's decision to pursue a line of credit was viewed as a sound business practice and not a response to an existing nor impending financial concern. In regard to the number of CSBs that have a line of credit, we recently surveyed the CSBs and of those that responded, at least 13 have a line of credit agreement with their local financial institution.

If you feel any additional information is needed, please do not hesitate to contact me.

Caruso Brown

Deputy Executive Director

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**From:** Steve Carter [<mailto:SCarter@nelsoncounty.org>]  
**Sent:** Monday, December 03, 2012 4:31 PM  
**To:** ROBERT JOHNSON  
**Cc:** [marciabecker@regionten.org](mailto:marciabecker@regionten.org); Candy McGarry; Debbie McCann  
**Subject:** Nelson County - Region Ten's Line of Credit Request

Robert,

Good afternoon. I hope you're doing well. In lieu of a letter response, I am responding initially via email message to request additional information related to Region Ten's request for authorization to obtain a line of credit from Stellar One Bank for its operations.

Specifically: 1. Please explain in detail why Region Ten has cash flow issues necessitating the agency obtaining a line of credit for its operations, including why Region Ten cannot provide for timely receipt of revenues in relation to the agency's disbursement cycle(s) and/or any past or present

financial conditions other than cash flow that the line of credit would be used to address.

2. What other CSB's in Virginia have had similar approvals to obtain lines of credit and how many are currently maintaining such lines of credit?

Please advise if you need clarification on the above. Region Ten's request is presently scheduled for consideration by the Board of Supervisors on 12-11. However, if your office is unable to respond this week then the request will be delayed to either a continued meeting planned for 12-20, or the Board's January 8, 2013 meeting.

Thanks for your assistance and cooperation.

Steve

Stephen A. Carter  
Nelson County Administrator  
P. O. Box 136  
84 Courthouse Square  
Lovingson, VA 22949  
Ph. (434) 263-7001  
Fx. (434) 263-7004

§ 37.2-504. Community services boards; local government departments; powers and duties.

A. Every operating and administrative policy community services board and local government department with a policy-advisory board shall have the following powers and duties:

1. Review and evaluate public and private community mental health, developmental, and substance abuse services and facilities that receive funds from it and advise the governing body of each city or county that established it as to its findings.
2. Pursuant to § [37.2-508](#), submit to the governing body of each city or county that established it a performance contract for community mental health, developmental, and substance abuse services for its approval prior to submission of the contract to the Department.
3. Within amounts appropriated for this purpose, provide services authorized under the performance contract.
4. In accordance with its approved performance contract, enter into contracts with other providers for the delivery of services or operation of facilities.
5. In the case of operating and administrative policy boards, make policies or regulations concerning the delivery of services and operation of facilities under its direction or supervision, subject to applicable policies and regulations adopted by the Board.
6. In the case of an operating board, appoint an executive director of community mental health, developmental, and substance abuse services, who meets the minimum qualifications established by the Department, and prescribe his duties. The compensation of the executive director shall be fixed by the operating board within the amounts made available by appropriation for this purpose. The executive director shall serve at the pleasure of the operating board and be employed under an annually renewable contract that contains performance objectives and evaluation criteria. For an operating board, the Department shall approve the selection of the executive director for adherence to minimum qualifications established by the Department and the salary range of the executive director. In the case of an administrative policy board, the board shall participate with local government in the appointment and annual performance evaluation of an executive director of community mental health, developmental, and substance abuse services, who meets the minimum qualifications established by the Department, and prescribe his duties. The compensation of the executive director shall be fixed by local government in consultation with the administrative policy board within the amounts made available by appropriation for this purpose. In the case of a local government department with a policy-advisory board, the director of the local government department shall serve as the executive director. The policy-advisory board shall participate in the selection and the annual performance evaluation of the executive director, who meets the minimum qualifications established by the Department. The compensation of the executive director shall be fixed by local government in consultation with the policy-advisory board within the amounts made available by appropriation for this purpose.
7. Prescribe a reasonable schedule of fees for services provided by personnel or facilities under the jurisdiction or supervision of the board and establish procedures for the collection of those fees. All fees collected shall be included in the performance contract submitted to the local governing body or bodies pursuant to subdivision 2 and § [37.2-508](#) and shall be used only for community mental health, developmental, and substance abuse services purposes. Every board shall institute a reimbursement system to maximize the collection of fees from individuals receiving services under its jurisdiction or supervision, consistent with the provisions of § [37.2-511](#), and from responsible third party payors. Boards shall not attempt to bill or collect fees for time spent participating in commitment hearings for involuntary admissions pursuant to Article 5 (§ [37.2-814](#) et seq.) of Chapter 8.
8. Accept or refuse gifts, donations, bequests, or grants of money or property from any source and utilize them as authorized by the governing body of each city or county that established it.

9. Seek and accept funds through federal grants. In accepting federal grants, the board shall not bind the governing body of any city or county that established it to any expenditures or conditions of acceptance without the prior approval of the governing body.

10. Notwithstanding any provision of law to the contrary, disburse funds appropriated to it in accordance with such regulations as may be established by the governing body of each city or county that established it.

11. Apply for and accept loans as authorized by the governing body of each city or county that established it.

12. Develop joint written agreements, consistent with policies adopted by the Board, with local school divisions; health departments; boards of social services; housing agencies, where they exist; courts; sheriffs; area agencies on aging; and regional offices of the Department for Aging and Rehabilitative Services. The agreements shall specify the services to be provided to individuals. All participating agencies shall develop and implement the agreements and shall review the agreements annually.

13. Develop and submit to the Department the necessary information for the preparation of the Comprehensive State Plan for Behavioral Health and Developmental Services pursuant to § [37.2-315](#).

14. Take all necessary and appropriate actions to maximize the involvement and participation of individuals receiving services and family members of individuals receiving services in policy formulation and services planning, delivery, and evaluation.

15. Institute, singly or in combination with other community services boards or behavioral health authorities, a dispute resolution mechanism that is approved by the Department and enables individuals receiving services and family members of individuals receiving services to resolve concerns, issues, or disagreements about services without adversely affecting their access to or receipt of appropriate types and amounts of current or future services from the community services board.

16. Notwithstanding the provisions of § [37.2-400](#) or any regulations adopted thereunder, release data and information about each individual receiving services to the Department so long as the Department implements procedures to protect the confidentiality of that data and information.

17. In the case of administrative policy boards and local government departments with policy-advisory boards, carry out other duties and responsibilities as assigned by the governing body of each city or county that established it.

18. In the case of an operating board, have authority, notwithstanding any provision of law to the contrary, to receive state and federal funds directly from the Department and act as its own fiscal agent, when authorized to do so by the governing body of each city or county that established it.

By local agreement between the administrative policy board and the governing body of the city or county that established it, additional responsibilities may be carried out by the local government, including personnel or financial management. In the case of an administrative policy board established by more than one city or county, the cities and counties shall designate which local government shall assume these responsibilities.

B. Every policy-advisory community services board, with staff support provided by the director of the local government department, shall have the following powers and duties:

1. Advise the local government regarding policies or regulations for the delivery of services and operation of facilities by the local government department, subject to applicable policies and regulations adopted by the Board.

2. Review and evaluate the operations of the local government department and advise the local governing body of each city or county that established it as to its findings.

3. Review the community mental health, developmental, and substance abuse services provided by the local

government department and advise the local governing body of each city or county that established it as to its findings.

4. Review and comment on the performance contract, performance reports, and Comprehensive State Plan information developed by the local government department. The board's comments shall be attached to the performance contract, performance reports, and Comprehensive State Plan information prior to their submission to the local governing body of each city or county that established it and to the Department.

5. Advise the local government as to the necessary and appropriate actions to maximize the involvement and participation of individuals receiving services and family members of individuals receiving services in policy formulation and services planning, delivery, and evaluation.

6. Participate in the selection and the annual performance evaluation of the local government department director employed by the city or county.

7. Carry out other duties and responsibilities as assigned by the governing body of each city or county that established it.

(1968, c. 477, § 37.1-197; 1970, c. 346; 1972, c. 498; 1976, c. 671; 1977, c. 191; 1980, c. 582; 1982, c. 50; 1984, cc. 496, 505; 1986, c. 92; 1987, c. 79; 1995, c. [844](#); 1998, c. [680](#); 2005, cc. [75](#), [716](#); 2012, cc. [476](#), [507](#), [803](#), [805](#), [835](#), [836](#).)

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# Virginia Cooperative Extension



[www.ext.vt.edu](http://www.ext.vt.edu)

## 2012 Annual Report

Virginia Cooperative Extension  
Nelson County

8445 Thomas Nelson Hwy, Lovingson, Virginia 24572

Virginia Cooperative Extension programs and employment are open to all, regardless of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status. An equal opportunity/affirmative action employer.

Issued in furtherance of Cooperative Extension work, Virginia Polytechnic Institute and State University, Virginia State University, and the U.S. Department of Agriculture cooperating. Edwin J. Jones, Director, Virginia Cooperative Extension, Virginia Tech, Blacksburg; Jewel E. Hairston, Administrator, 1890 Extension Program, Virginia State, Petersburg.

December, 2012

Dear Board of Supervisors,

I am pleased to share with you a copy of the highlighted Nelson County Virginia Cooperative Extension 2012 Annual Report. Our Extension staff, who compiled the annual report, is pleased to show our diversity of Extension program accomplishments with you. This report is the product of staff and volunteer teamwork. Many special thanks go to Cindy Macrae, our Unit Administrative Assistant, who assisted with the formatting the layout of the report.

In 2012, nearly 80 Extension volunteers contributed 6,480 hours of program support. Our invaluable volunteers allow us to extend our programs into many communities within the County; communities which may not have been served without their dedicated support. We wish to thank all of the volunteers, collaborators, contributors and decision-makers who have supported our programs.

As Unit Coordinator for Nelson County I feel that we have made great strides in improving the accessibility and exposure of VCE in Nelson County. Both Michael Lachance (ANR) and I have set goals for our respected programs and although some of them have not yet fully materialized, we have accomplished others such as recruiting new volunteers and expanding the range of our programs. We have been able to develop positive partnerships with local businesses and community organizations; we look forward to not only serving the citizens of Nelson County but also the state of Virginia as we continue to develop programs for others to utilize. We will continue to work diligently to build an active local Extension Leadership Council, whose mission will be the development of quality programming resources that will meet the needs of the citizens of Nelson County.

Feel free to contact me or any members of our staff at (434) 263-4035 if you have any questions or would like an additional copy of the report. Our hope is to that you gain a better understanding of the vast array of work that we do at Virginia Cooperative Extension in Nelson County.

Sincerely,

Antwan Rose  
Extension Agent, 4-H Youth Development  
Unit Coordinator

2012 4-H accomplishments in Nelson County  
Antwan Rose  
Associate Extension agent, 4-H  
Unit Coordinator

- Provided school enrichment to elementary school students in the areas of electricity, moon phases, solar systems, force and motion, and plant biology
- Provided middle and high school enrichment in the areas of soil and minerals
- Continued leadership development in the Nelson County Teen Club
- Had a total of 165 male and 178 female youth participants for a total of 343 youth participants
- Inducted another Teen Club member as a 2012 Virginia All-Star
- Led and Directed 4-H Camp with a total of 90 youth participants and 14 teen leaders from Nelson County
- Coordinated a Spring break Day Camps to Lynchburg Grows and other gardens to demonstrate the important of farm to table and agricultural sustainability
- Developed new Farm to Table 4-H Curriculum in order for youth to understand Virginia agriculture
- Serving as the Local Coordinator for a Japanese Exchange Student for the 2012 – 2013 school year
- Completed Civil Rights Compliance and worked toward getting the office in compliance with federal and state regulations
- Conducted 4-H Afterschool Aerospace programs that focused on STEM education
- Hosted the 2<sup>nd</sup> Annual Science Fair at Tye River Elementary School
- Raised over \$2000 local funds in scholarship fund for 4-H programs
- 4-H Volunteers donated over 2400 hours in 2012, which is valued at \$21.79 per hour equaling \$52,296 of valued time given
  - One full time employee works an average of 2000 hours in one year
- Community Clubs
  - Junior Master Gardeners in Rockfish Valley work with the Nelson County Master Gardeners to educate youth about gardening both vegetables and floral plants
  - Teen Club provides leadership opportunities and professional development that enables the youth to have the life skills to succeed...
  - Home School Association of Nelson County participated in project areas of sewing and fashion review and started an archery club
  - Aerospace Club
- Local Food Pantry – Assisted Connie Bittle with leadership and coordinated volunteers for this program

- Nelson County Day participant
- Actions taken since March, 2012 Meeting
  - Worked with Sandra McKenzie to facilitate Reality Store at NCHS in 2013
  - Programming in Nelson County High School 9<sup>th</sup> grade Science
  - Programming in Nelson County Middle School 8<sup>th</sup> grade Science
  - Presented Public Speaking to the Middle School faculty for Spring programming
  - Secured volunteer leaders to lead a Livestock club in Nelson County
  - Secured volunteer leader to lead an Outdoor Adventure Club in Nelson County
  - Installed a 4-H All-Star track in the 4-H Teen Club

2012 Agriculture and Natural Resource accomplishments in Nelson County  
Michael Lachance  
Extension agent, ANR

- Provide ongoing technical assistance and make farm visits for local residents in regard to:
  - Property management
  - Protection of domestic water supplies
  - Pasture improvement
  - Livestock management
  - Pest control and public health
  - Food safety
  - Home food production
  
- Initiated a community gardening project at Ryan Apartments in collaboration with JABA. Received funds from JABA to purchase topsoil and garden supplies to allow residents of that facility to grow their own vegetables.
  
- Obtained a \$10,000 grant from an anonymous donor to promote home food production in Nelson County. Money is being used by working in collaboration with Nelson County Public School to install raised bed garden at the high school which will demonstrate an intensive garden that can feed a family of 4.
  - Am working as well to develop the interior courtyard at the high school as an outdoor teaching facility.
  - Plans are underway to develop:
    - § Tree fruit variety trial site in Nelson County to evaluate the potential of new and underutilized varieties
    - § Teaching bee yard
  
- Organized the Nelson County Bee Group to teach beekeeping skills to local residents
  
- Interact with, train and support ongoing contributions of Extension Master gardener and Master Naturalist volunteers in Nelson County and other central Virginia counties
  
- Working with other agricultural agents in area to develop learning resources for low income/disadvantaged youth at Lynchburg Grows, an urban farming learning center in that city.
  
- Working with Virginia Extension specialist to develop:
  - Tree Fruit Website
  - Home fruit curricula
  - Sustainable viticulture guidelines
  
- Collaborating with various colleagues in the Thomas Jefferson Planning District and beyond to develop:

- Food Heritage Program, identifying the cultural diversity of local foods, e.g. orchards, and developing marketing materials for local farms
- Piedmont Sustainable Woods, promoting greater utilization and marketing of value added products harvested from local timber stands
- Generation NEXT, an award winning land transition workshop to ensure wealth is preserved from one generation to the next. Present lectures for both timber landowners and farm families.



RECEIVED

NOV 13 2012

COMMONWEALTH of VIRGINIA COUNTY ADMINISTRATOR'S OFFICE

DEPARTMENT OF SOCIAL SERVICES

*Office of the Commissioner*

Martin D. Brown  
COMMISSIONER

November 6, 2012

TO: County Administrators  
City Managers

FROM: Martin D. Brown, Commissioner

SUBJECT: Annual Financial Statement

The 2004 Virginia General Assembly directed staff from the Joint Legislative Audit Review Commission (JLARC) to conduct a review of the operation and performance of Virginia's social services system. The final JLARC report, issued in October 2005, included a number of recommendations for the Virginia Department of Social Services (VDSS). One of JLARC's recommendations was that VDSS provide an annual financial statement to each local department, local government, and to the public. The seventh annual report for state fiscal year 2012 activity was recently completed.

A copy of your locality's financial statement for fiscal year 2012 is enclosed. The statement represents a synopsis of program and administrative costs for the social services provided to your community. The statement also reflects the share of costs paid by federal, state, and local governments.

A state-wide summary is also enclosed to provide a benchmark for reviewing your locality's data. These statements are intended to provide you with a better view of the total social services system as it exists within the Commonwealth.

To produce this report, VDSS gathered locality data from several VDSS systems, as well as from other state agency systems and websites. Every effort is made to ensure the report is as accurate and useful as possible. We welcome any comments you may have that would assist us in refining and improving the report in the future.

General comments and questions should be directed to David Morrison, VDSS Local Reimbursement Unit at [david.morrison@dss.virginia.gov](mailto:david.morrison@dss.virginia.gov) or 804-726-7266.

MDB/jrs  
Enclosures

Fiscal Year 2012 Social Services Expenses by Category and Budget Line  
LASER Set of Books Adjusted by Cost Allocation Results

Abbreviation Key for Category:

- A: Staff, Administrative and Operational Overhead Expenditures
- B: Income Benefits paid to or on behalf of clients by LDSSs
- PS: Purchased Services by LDSSs on behalf of Clients
- U: Unspecified Local and Miscellaneous Programs
- R: Central Service Cost Allocation Expenditures
- SW: Statewide Benefits - For programs operated by LDSSs but paid primarily at the state/federal level

<sup>1</sup> Funds from the American Recovery and Reinvestment Act (ARRA). Section III: ARRA funds are included in Federal total figures where applicable.

<sup>2</sup> Non-Reimbursable figures reflect only those costs reported by the locality through VDSS financial systems.

<sup>3</sup> Sections I and II reflect only those costs reported through VDSS financial systems. Figures reflect expenditures reported

<sup>4</sup> Section III reflect expenditures incurred during the state fiscal year.

<sup>5</sup> CSA Costs are paid at the local level with reimbursement from the State Comprehensive Services

<sup>6</sup> The SLH program was not funded for SFY12, therefore there were no expenditures

<sup>7</sup> Refugee Assistance payments are made at Local Health Districts and not the LDSS

NOTE: Percentages calculated against Total YTD Reimbursables

Category BL	Budget Line Description	Federal Fund YTD	Fed %	ARRA Fund YTD <sup>1</sup>	ARRA %	State Fund YTD	State %	Federal/ARRA/ State YTD	Federal/ARRA/ State %	Local YTD	Local %	Total Reimbursables YTD	Non Reimbursables YTD <sup>2</sup>	Grand Total YTD
<b>I Local Department of Social Services<sup>3</sup></b>														
<b>Staff, Administrative and Operational Overhead Costs</b>														
A	853 Eligibility Staff & Operations	190,613	51.14%	0	0.00%	124,332	33.36%	314,945	84.50%	57,769	15.50%	372,714	11,337	384,051
A	854 Services Staff & Operations	181,500	60.19%	0	0.00%	73,322	24.31%	254,821	84.50%	46,739	15.50%	301,561	7,868	309,429
A	856 Eligibility Staff & Operations Pass Through	66,366	47.21%	0	0.00%	0	0.00%	66,366	47.21%	74,205	52.79%	140,571	(4)	140,567
A	857 Services Staff & Operations Pass Through	3,844	10.53%	0	0.00%	0	0.00%	3,844	10.53%	32,660	88.47%	36,505	(1)	36,503
<b>Subtotal: Staff, Administrative and Operational Overhead Costs</b>		<b>\$ 442,323</b>	<b>51.96%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 197,654</b>	<b>23.22%</b>	<b>\$ 639,977</b>	<b>76.17%</b>	<b>\$ 211,373</b>	<b>24.83%</b>	<b>\$ 881,360</b>	<b>\$ 19,200</b>	<b>\$ 870,560</b>
<b>Benefit Payments to Clients</b>														
B	804 Auxiliary Grant	0	0.00%	0	0.00%	97,370	80.00%	97,370	80.00%	24,342	20.00%	121,712	0	121,712
B	811 IV-E - Foster Care	3,480	50.00%	0	0.00%	3,480	50.00%	6,960	100.00%	0	0.00%	6,960	(0)	6,960
<b>Subtotal: Benefit Payments to Clients</b>		<b>\$ 3,480</b>	<b>2.70%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 100,849</b>	<b>78.38%</b>	<b>\$ 104,329</b>	<b>81.08%</b>	<b>\$ 24,342</b>	<b>18.92%</b>	<b>\$ 128,672</b>	<b>\$ (0)</b>	<b>\$ 128,672</b>
<b>Client Services Purchased by LDSSs</b>														
PS	824 Other Purchased Services	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	21	21
PS	829 Family Preservation (SSBG)	1,008	84.00%	0	0.00%	6	0.50%	1,014	84.50%	186	15.50%	1,200	0	1,200
PS	833 Adult Services	9,800	80.00%	0	0.00%	0	0.00%	9,800	80.00%	2,450	20.00%	12,250	3,722	15,971
PS	871 TANF/VIEW Working and Trans Child Care	6,440	50.00%	0	0.00%	5,409	42.00%	11,849	92.00%	1,031	8.00%	12,879	0	12,879
PS	872 VIEW	2,215	50.00%	0	0.00%	1,528	34.50%	3,743	84.50%	887	15.50%	4,429	0	4,429
PS	878 Head Start Transition To Work Child Care	842	100.00%	0	0.00%	0	0.00%	842	100.00%	0	0.00%	842	0	842
PS	883 Fee Child Care - 100% Federal	24,995	100.00%	0	0.00%	0	0.00%	24,995	100.00%	0	0.00%	24,995	0	24,995
PS	890 Child Care Quality Initiative Program	903	50.00%	0	0.00%	347	34.50%	851	84.50%	156	15.50%	1,007	0	1,007
<b>Subtotal: Client Services Purchased by LDSSs</b>		<b>\$ 45,802</b>	<b>79.52%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 7,290</b>	<b>12.66%</b>	<b>\$ 53,092</b>	<b>92.17%</b>	<b>\$ 4,509</b>	<b>7.83%</b>	<b>\$ 57,601</b>	<b>\$ 3,743</b>	<b>\$ 61,344</b>
<b>Unspecified Local &amp; Miscellaneous Programs</b>														
U	000 Miscellaneous	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0	0
<b>Subtotal: Unspecified Local &amp; Miscellaneous Programs</b>		<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Totals: Local Department of Social Services</b>		<b>\$ 491,604</b>	<b>47.38%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 305,794</b>	<b>29.47%</b>	<b>\$ 797,398</b>	<b>76.86%</b>	<b>\$ 240,225</b>	<b>23.15%</b>	<b>\$ 1,037,823</b>	<b>\$ 22,943</b>	<b>\$ 1,060,566</b>
<b>II Reimbursements to Localities for Non LDSS Expenses<sup>3</sup></b>														
<b>Central Services Cost Allocation</b>														
R	843 Central Service Cost Allocation	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0	0
<b>Subtotal: Central Services Cost Allocation</b>		<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Grand Totals: To Localities</b>		<b>\$ 491,604</b>	<b>47.38%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 305,794</b>	<b>29.47%</b>	<b>\$ 797,398</b>	<b>76.86%</b>	<b>\$ 240,225</b>	<b>23.15%</b>	<b>\$ 1,037,823</b>	<b>\$ 22,943</b>	<b>\$ 1,060,566</b>
<b>III Statewide Benefit Payments<sup>4</sup></b>														
<b>State, Federal &amp; Local Paid Benefits</b>														
SW	Comprehensive Services Act (CSA) <sup>5</sup>	0	0.00%	0	0.00%	442,103	69.03%	442,103	69.03%	198,323	30.97%	640,426	0	640,426
SW	Medicaid Benefits	6,942,889	50.00%	0	0.00%	6,942,889	50.00%	13,885,779	100.00%	0	0.00%	13,885,779	0	13,885,779
SW	Supplemental Nutrition Assistance Program (SNAP)	3,393,790	100.00%	0	0.00%	0	0.00%	3,393,790	100.00%	0	0.00%	3,393,790	0	3,393,790
SW	State & Local Health <sup>6</sup>													
SW	Energy Assistance	338,620	100.00%	0	0.00%	0	0.00%	338,620	100.00%	0	0.00%	338,620	0	338,620
SW	TANF	50,214	46.96%	0	0.00%	56,715	53.04%	106,930	100.00%	0	0.00%	106,930	0	106,930
SW	FAMIS (Total Title XXI Expenditures)	317,897	65.00%	0	0.00%	171,175	35.00%	489,073	100.00%	0	0.00%	489,073	0	489,073
SW	Refugee Assistance <sup>7</sup>													
<b>Subtotal: State, Federal &amp; Local Paid Benefits</b>		<b>\$ 11,043,411</b>	<b>58.57%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 7,612,883</b>	<b>40.38%</b>	<b>\$ 18,656,296</b>	<b>98.95%</b>	<b>\$ 198,323</b>	<b>1.06%</b>	<b>\$ 18,854,618</b>	<b>\$ -</b>	<b>\$ 18,854,618</b>
<b>Grand Totals: Social Services System</b>		<b>\$ 11,535,016</b>	<b>57.99%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 7,918,677</b>	<b>39.81%</b>	<b>\$ 19,453,693</b>	<b>97.80%</b>	<b>\$ 438,548</b>	<b>2.20%</b>	<b>\$ 19,892,240</b>	<b>\$ 22,943</b>	<b>\$ 19,915,184</b>



# Nelson County Electoral Board

PO Box 292, Lovingston, Virginia 22949 434-263-4068  
David McBee, Chair; Don Bailey, Vice-Chair; Lynne S. Simpson, Secretary

November 16, 2012

Nelson County Board of Supervisors  
PO Box 336  
Lovingston, VA 22949

Re: Shipman Precinct polling location

Dear Honorable Members:

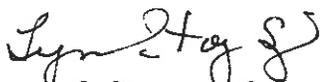
One of the duties of the Nelson County Electoral Board is to ensure the adequacy of county polling places to service the needs of both primary and general elections.

As the Board of Supervisors is aware, we have concerns about the ingress and egress to the Shipman polling location, as well as parking, and traffic safety around the building. The size of the building is less than adequate considering the number of voters utilizing the location, and the bathrooms are not Handicap accessible.

We have been offered the use of the Carriage House at Oakridge and the stipulations in the attached letter from Heather H. Goodwin are suitable to the NCEB. Therefore we are seeking approval from the Board of Supervisors to proceed with this move.

Thank you very much for consideration of this matter.

Respectfully,

  
Lynne S. Simpson, Secretary  
Nelson County Electoral Board

Subj: **Election Location**  
Date: 9/27/2012 8:57:41 AM Eastern Daylight Time  
From: [oakridge302@aol.com](mailto:oakridge302@aol.com)  
To: [larrya5819@aol.com](mailto:larrya5819@aol.com)  
Good Morning!

I have finally received confirmation on the use of the Carriage House for the election in 2013. ( Assuming that the requirements were the same as in my last discussion with the electoral board.) We can provide the need access a few days prior to for setup, storage for certain election materials for that location year round (in an area that is not climate controlled), the use of the parking lot and restrooms, use of one half of the ballroom area for polling. We would require that the electoral board provide floor covering in the area to protect the carpet (possibly a plastic sheeting) and insurance coverage protecting the owners. As stated last time this discussion was held, we would also limit the placement of any signs on the premises until the Monday prior to the election with all signs removed by that following Wednesday evening. The various parties/candidates would have space in the parking lot area for setup with no installation of stakes or any in ground supports for tents. Additionally we would be unable to provide electrical access to those setups.

I hope this provides adequate information to more forward with discussions with the electoral board and the BOS. We would suggest a meeting with the electoral board to review this proposal in advance of any BOS consideration to ensure that all parties are understanding the permit uses and restrictions related to using the facility.

Thank you for your continued service to our district of Nelson County!

Very truly yours,

Heather Goodwin  
Oak Ridge Estate  
2300 Oak Ridge Road  
Arrington, VA 22922  
(434) 263-8676  
f-(434) 263-4168  
[info@oakridgeestate.com](mailto:info@oakridgeestate.com)

§ 24.2-306. Changes not to be enacted within 60 days of general election; notice requirements.

A. No change in any local election district, precinct, or polling place shall be enacted within 60 days next preceding any general election. Notice shall be published prior to enactment in a newspaper having general circulation in the election district or precinct once a week for two successive weeks. The published notice shall state where descriptions and maps of proposed boundary and polling place changes may be inspected.

B. Notice of any adopted change in any election district, town, precinct, or polling place other than in the location of the office of the general registrar shall be mailed to all registered voters whose election district, town, precinct, or polling place is changed at least 15 days prior to the next general, special, or primary election in which the voters will be voting in the changed election district, town, precinct, or polling place. Notice of a change in the location of the office of the general registrar shall be given by posting on the official website of the county or city, by posting at not less than 10 public places, or by publication once in a newspaper of general circulation in the county or city within not more than 21 days in advance of the change or within seven days following the change.

C. Each county, city, and town shall comply with the applicable requirements of law, including §§ [24.2-304.3](#) and [30-264](#), and send copies of enacted changes to the local electoral board, the State Board, and the Division of Legislative Services.

(Code 1950, §§ 24-49 through 24-51; 1970, c. 462, § 24.1-39; 1971, Ex. Sess., c. 119; 1993, c. 641; 1995, c. [249](#); 2003, c. [1015](#); 2004, c. [1000](#); 2012, cc. [328](#), [486](#).)

§ 24.2-310. Requirements for polling places.

A. The polling place for each precinct shall be located within the county or city and either within the precinct or within one mile of the precinct boundary. The polling place for a county precinct may be located within a city (i) if the city is wholly contained within the county election district served by the precinct or (ii) if the city is wholly contained within the county and the polling place is located on property owned by the county. The polling place for a town precinct may be located within one mile of the precinct and town boundary. For town elections held in November, the town shall use the polling places established by the county for its elections.

B. The governing body of each county, city, and town shall provide funds to enable the electoral board to provide adequate facilities at each polling place for the conduct of elections. Each polling place shall be located in a public building whenever practicable. If more than one polling place is located in the same building, each polling place shall be located in a separate room or separate and defined space.

C. Polling places shall be accessible to qualified voters as required by the provisions of the Virginians with Disabilities Act (§ [51.5-1](#) et seq.), the Voting Accessibility for the Elderly and Handicapped Act (42 U.S.C. § 1973ee et seq.), and the Americans with Disabilities Act relating to public services (42 U.S.C. § 12131 et seq.). The State Board shall provide instructions to the local electoral boards and general registrars to assist the localities in complying with the requirements of the Acts.

D. If an emergency makes a polling place unusable or inaccessible, the electoral board shall provide an alternative

polling place and give notice of the change in polling place, including to all candidates, or such candidate's campaign, appearing on the ballot to be voted at the alternative polling place, subject to the prior approval of the State Board. The electoral board shall provide notice to the voters appropriate to the circumstances of the emergency. For the purposes of this subsection, an "emergency" means a rare and unforeseen combination of circumstances, or the resulting state, that calls for immediate action.

E. It shall be permissible to distribute campaign materials on the election day on the property on which a polling place is located and outside of the building containing the room where the election is conducted except as specifically prohibited by law including, without limitation, the prohibitions of § [24.2-604](#) and the establishment of the "Prohibited Area" within 40 feet of any entrance to the polling place. However, and notwithstanding the provisions of clause (i) of subsection A of § [24.2-604](#), and upon the approval of the local electoral board, campaign materials may be distributed outside the polling place and inside the structure where the election is conducted, provided that the "Prohibited Area" (i) includes the area within the structure that is beyond 40 feet of any entrance to the polling place and the area within the structure that is within 40 feet of any entrance to the room where the election is conducted and (ii) is maintained and enforced as provided in § [24.2-604](#). The local electoral board may approve campaigning activities inside the building where the election is conducted when an entrance to the building is from an adjoining building, or if establishing the 40-foot prohibited area outside the polling place would hinder or delay a qualified voter from entering or leaving the building.

F. Any local government, local electoral board, or the State Board may make monetary grants to any non-governmental entity furnishing facilities under the provisions of § [24.2-307](#) or [24.2-308](#) for use as a polling place. Such grants shall be made for the sole purpose of meeting the accessibility requirements of this section. Nothing in this subsection shall be construed to obligate any local government, local electoral board, or the State Board to appropriate funds to any non-governmental entity.

(Code 1950, §§ 24-45, 24-46, 24-171, 24-179 through 24-181; 1954, c. 375; 1956, c. 378; 1962, cc. 185, 536; 1970, c. 462, §§ 24.1-36, 24.1-37, 24.1-92, 24.1-97; 1971, Ex. Sess., c. 119; 1976, c. 616; 1977, c. 30; 1978, c. 778; 1980, c. 639; 1981, c. 425; 1984, c. 217; 1985, c. 197; 1986, c. 558; 1992, c. 445; 1993, cc. 546, 641; 1994, c. [307](#); 2003, c. [1015](#); 2004, c. [25](#); 2005, c. [340](#); 2008, cc. [113](#), [394](#); 2010, cc. [639](#), [707](#); 2012, cc. [488](#), [759](#).)

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§ 24.2-310.1. Polling places; additional requirement.

The requirement stated in this section shall be in addition to requirements stated in §§ [24.2-307](#), [24.2-308](#), and [24.2-310](#), including the requirement that polling places be located in public buildings whenever practical. No polling place shall be located in a building which serves primarily as the headquarters, office, or assembly building for any private organization, other than an organization of a civic, educational, religious, charitable, historical, patriotic, cultural, or similar nature, unless the State Board has approved the use of the building because no other building meeting the accessibility requirements of this title is available.

(1993, c. 904, § 24.1-37.1; 1993, c. 641.)

**RESOLUTION-R2012-93**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**AUTHORIZATION FOR PUBLIC HEARING ON AN ORDINANCE TO AMEND**  
**THE CODE OF NELSON COUNTY, VIRGINIA CHAPTER 2**  
**(ADMINISTRATION), ARTICLE I (IN GENERAL), SECTION 2-28**  
**(PRECINCTS AND POLLING PLACES)**

**WHEREAS**, the Nelson County Board of Supervisors wishes to accommodate the Nelson County Electoral Board's request to move the Shipman polling place within the South District's Shipman precinct in order to provide for improved conditions for voters related to parking, traffic safety, space, and greater handicap accessibility in accordance with § 24.2-310 of the Code of Virginia;

**NOW THEREFORE BE IT RESOLVED**, by the Nelson County Board of Supervisors that the request to move the Shipman polling place from its current location at American Legion Post #17 in Shipman to the Carriage House at Oak Ridge is hereby approved and;

**BE IT FURTHER RESOLVED**, that pursuant to §15.2-1427 and §24.2-306, the County Administrator is hereby authorized to advertise a public hearing to be held on \_\_\_\_\_ at 7:00 p.m. in the Board of Supervisors Room in the Courthouse in Lovingson, Virginia to receive public input on an Ordinance proposed for passage to amend the Code of Nelson County, Virginia, Chapter 2, Article I, Section 2-28 to change the Shipman Precinct polling place from American Legion Post #17 to the Carriage House at Oak Ridge.

Approved: \_\_\_\_\_, 2012

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

**Sec. 2-28. - Precincts and polling places.**

The precincts and their polling places are established as follows:

*North District:*

*Rockfish Precinct*

*Polling place:* Rockfish Valley Volunteer Fire and Rescue Building, Afton

All that area comprising the North Election District as set forth in section 2-27 above.

*East District:*

*Lovingston Precinct*

*Polling place:* Lovingston Fire Department, Lovingston

All that portion of the East District as set forth in section 2-27 above lying north and west of a line beginning at a point on the East District boundary at the confluence of the James River and Swan Creek and continuing in a northwesterly direction along Swan Creek to its intersection with Cabell Road/State Route 626;

thence, northeast along Cabell Road/State Route 626 to its intersection with Warminster Drive/ State Route 604;

thence, northwest along Warminster Drive/State Route 604 to its intersection with Hunting Lodge Road/State Route 646;

thence, northeast along Hunting Lodge Road/State Route 646 to its intersection with Virginia Lee Drive;

thence in a straight line from such intersection to the confluence of Beaver Creek and Buffalo Creek;

thence, west along Beaver Creek to its intersection with Glade Road/State Route 722;

thence, southwest along Glade Road/State Route 722 to its intersection with the Lovingston Magisterial District boundary;

thence, northwest along the Lovingston Magisterial District boundary to its intersection with the Norfolk Southern Railway;

thence, in a northeasterly direction along the Norfolk Southern Railway to its intersection with Rockfish River Road/State Route 617.

*Schuyler Precinct*

*Polling place:* Walton's Mountain Museum, Schuyler

All that portion of the East District as set forth in section 2-27 above lying southeast of the line established for the Lovington Precinct.

*South District:*

*Shipman Precinct*

*Polling place:* American Legion Post #17, Shipman

All that portion of the South District as set forth in section 2-27 above lying north of a line beginning at a point on the south bank of the James River opposite the mouth of Owens Creek, thence along the centerline of Owens Creek to the centerline of State Route 626, thence in a southwesterly direction along the centerline of State Route 626 to its intersection with State Route 721;

thence, due north along a straight line to the Tye River;

thence, up the Tye River to the confluence of the Buffalo River and the Tye River;

thence, up the Buffalo River to the Nelson County line.

*Gladstone Precinct*

*Polling place:* Gladstone Rescue Squad Building, Gladstone

All that portion of the South District as set forth in section 2-27 above lying south of the line established for the Shipman Precinct.

*West District:*

*Roseland Precinct*

*Polling Place:* Roseland Rescue Squad, Roseland

All that portion of the West District as set forth in section 2-27 above lying south and east of a line beginning at a point on the Nelson County line where a line drawn due south will intersect with the end of the State Route 684;

thence, along a straight line to the confluence of Pannels Creek with the North Fork of the Tye River;

thence, along a straight line to the top of the De Priest Mountain;

thence, along a straight line to the junction of the county lines of Rockbridge, Amherst and Nelson.

*Montebello Precinct*

*Polling Place:* Montebello Volunteer Fire and Rescue Building, Montebello

All that portion of the West District as set forth in section 2-27 above lying west and north of the line established for the Roseland Precinct.

*Central District:*

*Nellysford Precinct*

*Polling place:* Tuckahoe Clubhouse, Nellysford

All that portion of the Central District as set forth in section 2-27 above lying northwest of a line beginning at a point on the Central District boundary at the intersection of the Massies Mill Magisterial District boundary and the Schuyler Magisterial District boundary and continuing along the Schuyler Magisterial District boundary to its intersection with the stream which feeds the lake on the east side of Gullysville Road/State Route 629;

thence, east along said creek to its intersection with the Rockfish River;

thence, in a northerly direction along the centerline of the Rockfish River to its confluence with an unnamed tributary of the Rockfish River located south of Truslow's Lane/State Route 788.

*Faber Precinct:*

*Polling place:* Nelson Rescue Squad Building, Faber

All that portion of the Central District as set forth in section 2-27 above lying southeast of the line established for the Nellysford Precinct.

(Ord. of 5-17-01; Ord. of 9-10-02; Ord. of 6-8-04; Res. No. R2009-45, 5-28-09; Ord. No. O2010-07, 7-22-10; Ord. No. O2011-02, 4-12-11)

16 November, 2012

To: Board of Supervisors  
From: S. Carter  
Re: Registrar's Office (Relocation)

Staff has evaluated three potential locations for consideration of relocating the local Registrar's Office to enable the Board of Supervisors to then determine what will be done with the existing Health Department Building (i.e. renovation or demolition), as with the relocation of the Registrar out of the HD Building and notice (60 days) to the existing private dental practice the building will then be vacant.

Included herewith are the following:

1. Comparable table of three properties that are potential locations for the Registrar's Office
2. Report from Space Needs Assessment (Registrar's Office) from Space Needs Assessment Commissioned by Nelson County during development of the Courthouse Project
3. Letter from Mr. Daniel Rutherford, Esq. regarding "Available Office Space for Lease at 571 Front Street
4. Preliminary Floor Plan at 3 Floor of Region Ten CSB Building on Tanbark Drive

Additional Comment(s):

1. Lease Amount – a) Rutherford Bldg. = \$1,215 per month (\$14,580 per year)  
b) Gress Bldg. = \$1,400 per month ((\$16,800 per year) Approx.  
c) Region Ten = TBD based on build out and lease term

2. Building Official Comment(s);

a) Rutherford Bldg. – Determine inclusion of handicap parking space within rental agreement, as ownership of the proposed parking area is in full or part by others (the neighboring bank operation).

b) Gress Bldg: -Doors over stairway to basement; DWV drainage piping in garage does not have proper slope; No handicap restroom; single unisex restroom limits occupancy to 15 persons; No handicap access to all building functions (first floor or basement); No insulation in heated basement space; Residential HVAC system required opening windows for makeup air for occupants.

3. Staff Comment/Recommendation(s): Lease the Rutherford Building only if the Registrar concurs with a single 550 square foot (approximate) office space only, the parking and HVAC concerns are addressed and the lease term is one year with annual renewals (storage and meeting requirements would have to be met within the Courthouse facility). Alternatively, negotiate with Region 10 for build out of the third floor of the agency's Lovingson facility for use by the Registrar and, possibly, other County staff. A five year lease agreement would be required with the monthly/annual lease payment to be negotiated.

Either consideration would be conducive to a decision to renovate the Lovingson Health Care Center to a County office facility should the consultant's report on the feasibility of renovation the facility for use as an assisted living facility be determined to be not feasible.

COMPARISON OF VARIOUS OFFICES FOR REGISTRAR'S OFFICE							
					Gress	Region	Rutherford
					Building	Ten	Building
					86 Tan Bark Drive	71 Tan Bark Plaza	571 Front St.
Square Footage (actual enclosed office space)				975 per level	2,400 (30 x 80)	550 (22 x 25)	
Square Footage Needed				1,237	1,237	1,237	
Are Training Space Requirements Available				NO	YES	NO	
Is Heat Available				YES	YES	Only Central	
Is Heat Zone Controlled				YES	YES	NO	
Is AC Available				YES	YES	Only Central	
Is AC Zone Controlled				YES	YES	NO	
Unisex Bathroom				NO	YES	YES	
Building Functions ADA				NO	YES	NO	
Water Fountain				NO	NO	NO	
Janitor's Sink				NO	YES	NO	
Private Parking Spaces				YES	Limited	NO	
Van Accessible Parking Space				NO	YES	NO	
Rental Unit Security (Limited/Secure after Hours)				NO	YES	YES	
Flood Plain				YES	NO	NO	
Moisture Control				YES	YES	YES	
Lighting				YES	YES	YES	
Natural Ventilation				YES	YES	YES	
Insulation				??	YES	YES	
COMMENTS: Gress Building- Only 11 level is secure for operations, Bathroom have to be totally redone							
Region Ten - Building meets all requirements but does need to be built out to tenant specs.							
Rutherford - Top Floor Non Usable Space, No air conditioning directly to each office and							
parking constraints possible from bank.							

# Registrar

**Present Location:** Basement of the Health Department

**Proposed Location:** TBD

**Existing Area Occupied:** 510 square feet Office Space, 128 square feet Voting Machine Storage, and 100 square feet for Preparation Storage (Total – 738 square feet)

**Total Area Needed Today:** 738 square feet

**Growth Expectations and Total Area Needed by the Year 2015:** 780 square feet Office Space, 160 square feet Voting Machine Storage, and 150 square feet for Preparation Storage, (Total- 1,090 square feet)

The existing Nelson County Registrar's Office is 510 square feet and contains a small public queuing area, the transaction counter, two workstations, a payment alcove, a small meeting room for the Electoral Board, and a toilet. The voting machine storage room is across the hall and is not included in the 510 square feet mentioned above.



By the year 2015 it is anticipated that the Registrar will need space for an additional person whether that person is part-time or full-time. There will also be a need for a fireproof ballot storage area, additional public queuing space, an access control counter with secure transaction window, and a door with access control features such as a remotely controlled electronic strike. There will also be a need for a small room where confidential discussions can take place, a slight enlargement of the Registrar's work area for improved internal circulation, a small files room or alcove, and a continuance of the Electoral Board's Meeting Room. The area increase associated with these new functions and improvements is approximately 270 additional square feet for a total Registrar's area of 780 square feet. This number excludes the voting machine storage room, which is also too small.

The Voting Machine Storage Room is currently 128 square feet and the Storage Room is currently 100 square feet. It is recommended that Storage space be increased to 150 square feet and the Voting Machine Storage Space be increased to 160 square feet. This will allow shelving storage on opposite walls with a clear and unobstructed width between shelves

## Current Conditions

The Registrar's Office is located in the basement of the Health Department. Its current location is not an inviting one for the public and the disabled must enter at the opposite end of the building and maneuver through the basement to the Registrar's Office.

The queuing area at the public counter is too small and lacks any possibility of confidentiality. There is also a lack of security with ballots being in non-secure cabinets and the work area is small and cramped with files and boxes. The space would be more efficient if a files or storage room existed. The counter is not secure and the Registrar must allow the public to enter into the Registrar's space to view various maps. Due to a lack of space, the Electoral Board's Meeting Room must also serve as a lunchroom and storage room. The voting machine storage room leaks and is also too small to accommodate the future growth of the County.



# RUTHERFORD ENTERPRISES, LLC

---

571 Front Street  
Lovington, VA 22949

Telephone (434) 263-8009  
Fax (800) 947-0389

October 25, 2012

Re: Available Office Space for Lease

To Whom It Concerns:

Enclosed, please find the proposal for the newly renovated space. The areas to be leased are the four rooms as shown in the attached diagram, the loft above the rooms, the foyer, as well as access to a handicap accessible bathroom. The total square footage to be leased is approximately 1,550 square feet.

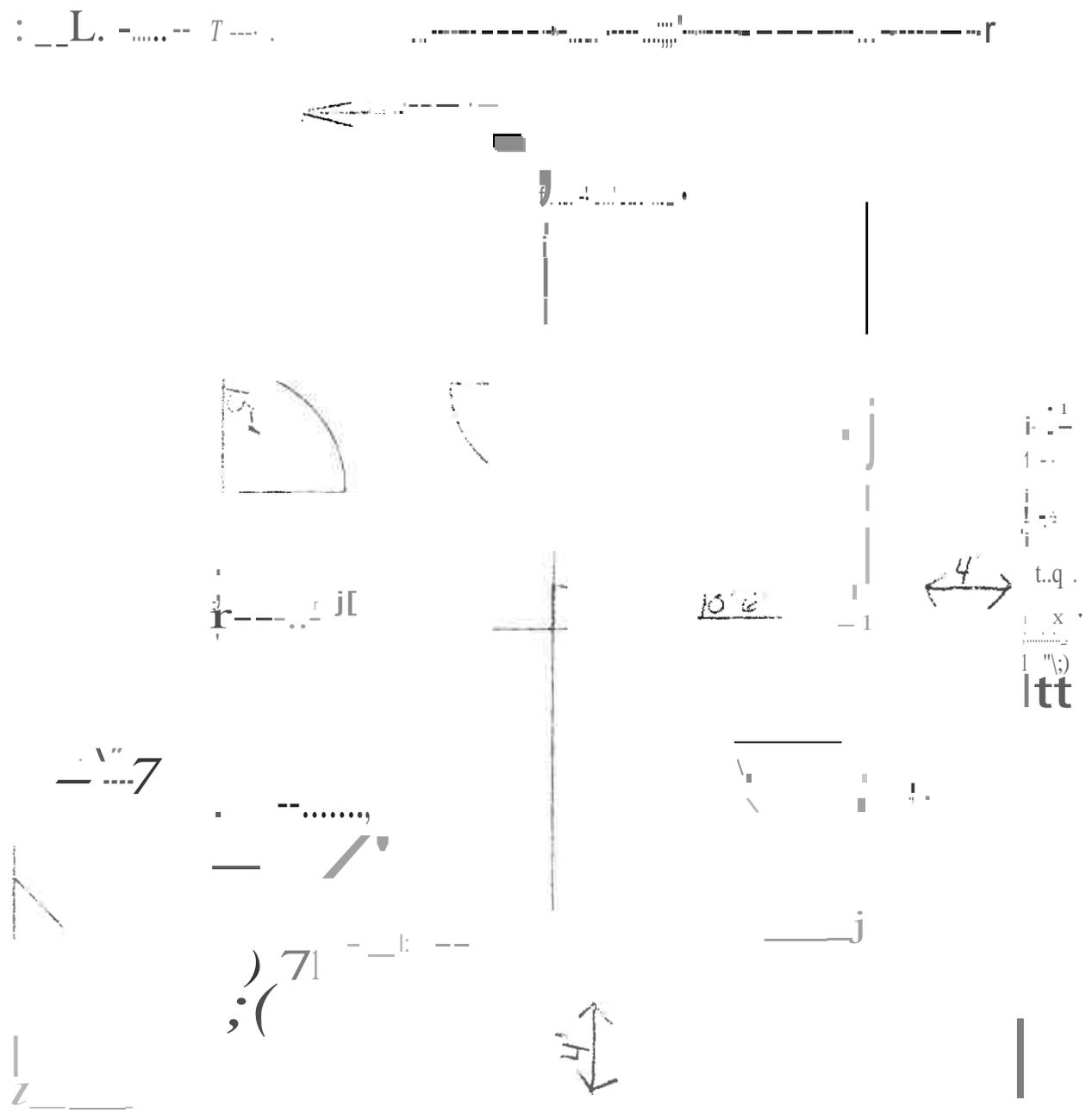
The total monthly amount for a one year lease would be \$1215.00. Included with this lease would be water/sewer and internet, unless the Nelson County Voter Registrar requires a separate internet service for security purposes. The only maintenance required of the county would be to clean the leased premises and repair any damage to walls or carpet that occurs while the County is leasing the premises. All outside yard maintenance shall be included.

The electricity bill shall be divided equally between the Rutherford Law Group, P.C. and the County. It will be the responsibility of the County to pay for its own telephone service. I am attaching for the County's review the previous year and a half of the monthly electricity usage for the building as a whole, this included heating and cooling the proposed leased premises prior to the current renovations.

To ensure handicap accessibility to the leased premises, an appropriate ramp shall be installed to the main foyer leading to the leased premises, as well as to each room and bathroom. A handicap parking space shall also be designated, but if the County requires a paved surface for the space, such shall be the responsibility of the County.

As an incentive, if within the next thirty (30) days the County executes a lease, Rutherford Enterprises, LLC will make the minor renovations to the rooms as requested by the Voter Registrar, which would include installing a small window the entrance room, creating an opening, with a writing bar, so a sliding window can be installed, as well as installing a sink and vanity in the rear corner on the wall next to the bathroom.

Cub Creek Construction Inc.  
76 Miles Lane  
Br VA 22938



Not to scale

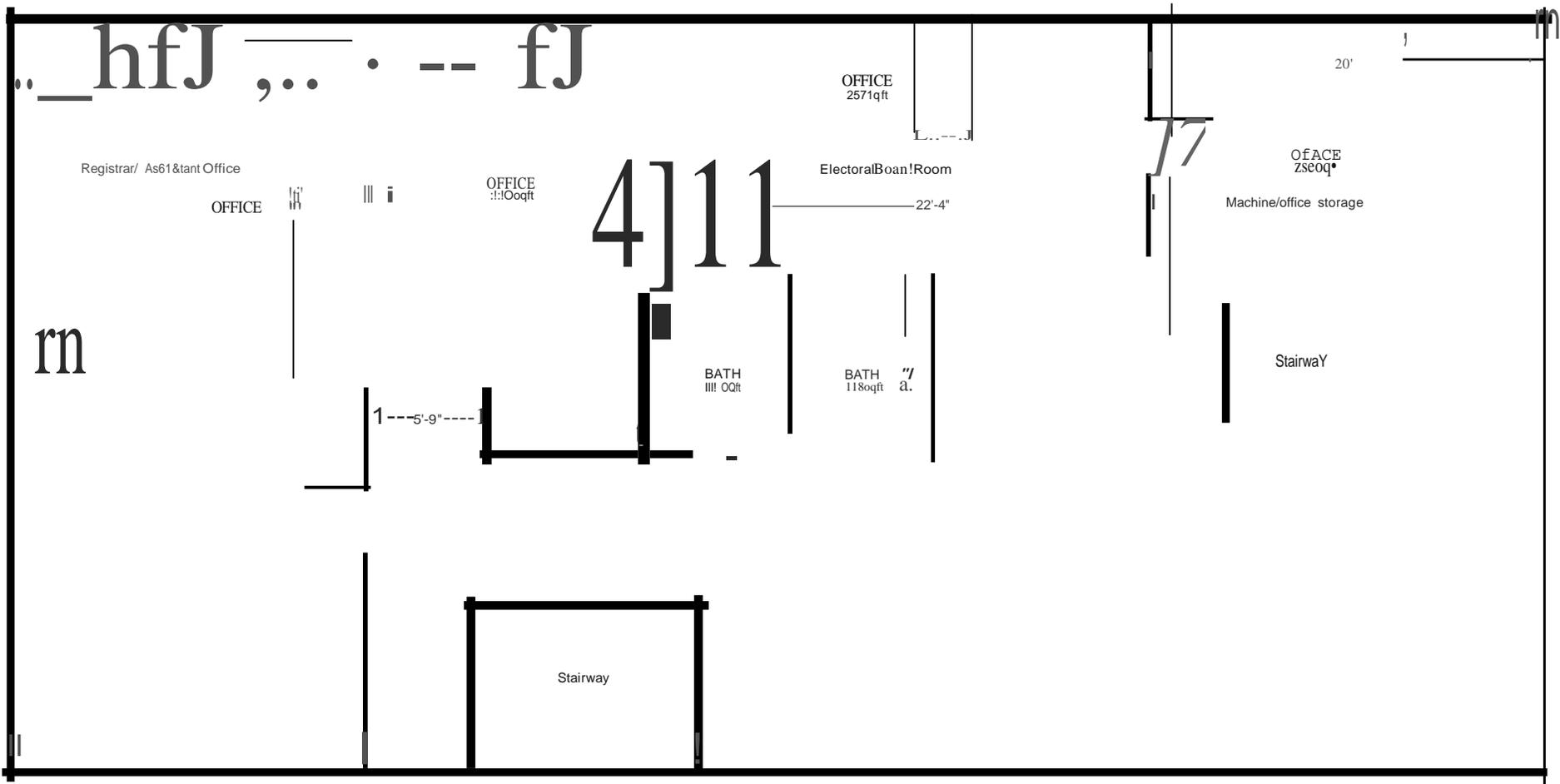
**RUTHERFORD LAW GROUP**  
DANIEL E. RUTHERFORD  
ATTORNEY AT LAW

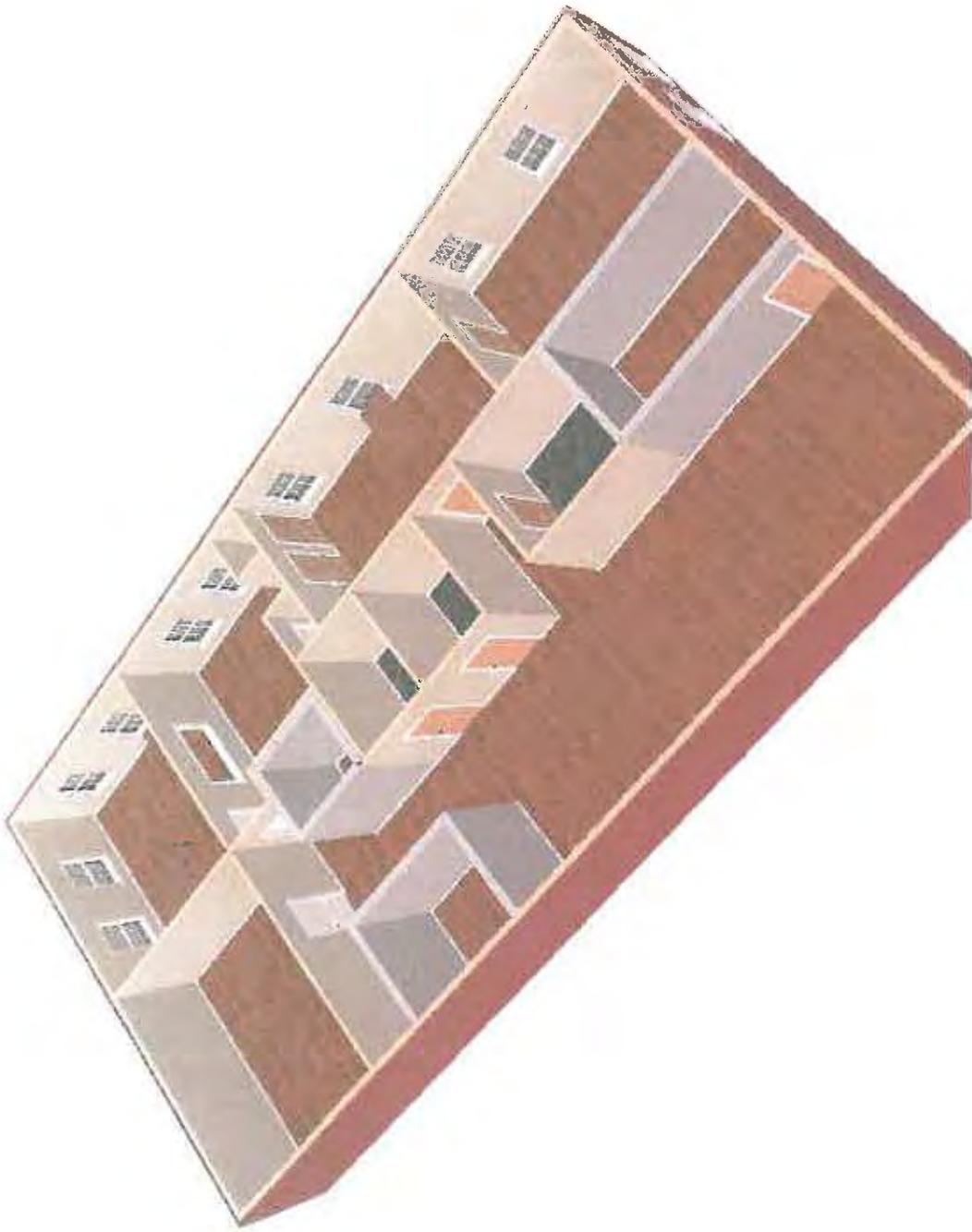


571 Front Street • P.O. Box 5 • Lottsburg, VA 22411  
434.263.8009

dar@qd.rutherfordlaw.com  
" n • DLRutherfordLaw.com

f\*o!ed





**From:** [Phillip Payne](#)  
**To:** [Steve Carter](#); [Candy McGarry](#)  
**Date:** Wednesday, December 05, 2012 3:16:05 PM  
**Attachments:** [WCVF ASSIGNMENT of LEASE.docx](#)

---

Steve and Candy; The lease itself is circulating for signatures. The Lease, when executed, will be assigned to the County. The Board of Supervisors needs to accept the assignment, the form of which is attached (the blanks will be filled in once I have the information). The Board of Supervisors will need to appropriate the \$7500.00 for payment to Commonwealth Broadcasting. The County can then assign or sublet to the NCBA, if desired. Phil

**RESOLUTION-R2012-94**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**AUTHORIZATION TO ACCEPT THE ASSIGNMENT OF LEASE**  
**FOR HIGH TOP TOWER**

**RESOLVED**, the Nelson County Board of Supervisors hereby authorizes the acceptance of the Assignment of Lease by and between Commonwealth Public Broadcasting Corporation (CPBC), the County of Nelson, and the Nature Conservancy. Said Lease executed on November 16, 2012 demises a parcel of land within tracts in Nelson County, Virginia, conveyed to the Nature Conservancy by Deed of Gift dated December 20, 2006 and recorded as Instrument No. 060004866 in the Clerk's Office for the Circuit Court of Nelson County, Virginia, being identified as Tax Map parcel 57-A-1, (Otherwise known as High Top) for the purposes of the erection, maintenance, and operation of one tower and television and radio antennas and other uses all as set forth in the Lease.

**BE IT FURTHER RESOLVED**, the Nelson County Board of Supervisors hereby directs the Chairman, Thomas D. Harvey to execute the attached Agreement of Assignment on behalf of the Board and authorizes the appropriation of \$7,500.00 to CPBC in consideration of said Lease Assignment.

Approved: December 11, 2012

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

**AGREEMENT for the ASSIGNMENT of LEASE**

THIS AGREEMENT for the ASSIGNMENT of LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between COMMONWEALTH PUBLIC BROADCASTING CORPORATION, a Virginia non-stock corporation (“CPBC”), the COUNTY of NELSON (the “County”) and THE NATURE CONSERVANCY (the “Landlord”) provides:

1. Lease. Pursuant to a lease dated November 16, 2012 by and between the Landlord and CPBC (the “Lease”) CPBC was demised a parcel of land within tracts in Nelson County, Virginia, conveyed to the Landlord by Deed of Gift dated December 20, 2006 and recorded as Instrument No. 060004866 in the Clerk’s Office for the Circuit Court of Nelson County, Virginia, being identified as Tax Map parcel 57-A-1, for the purposes of the erection, maintenance, and operation of one tower and television and radio antennas and other uses all as set forth in the Lease which is recorded in the aforesaid Clerk’s Office as Instrument No. \_\_\_\_\_ and which is incorporated herein by reference.

2. Assignment of Lease. In consideration of the sum of \$7500.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CPBC irrevocably assigns the Lease to the County and the County permanently assumes all of the rights, obligations, and duties of CPBC under the Lease.

3. Consent of Landlord. Pursuant to Paragraph 15 of the Lease, consent of the Landlord is necessary to permit assignment of the Lease to the County. The Landlord has consented and joins in this Agreement for the purpose of acknowledging that consent.

4. Free of claims, etc. CPBC warrants that its interest in the demised premises and the Lease is free of any default, claim, lien, or other demand and that CPBC is not subject to any charter, by-law, mortgage, lien, lease (other than the Lease), instrument, agreement, law, regulation, or other restriction preventing this assignment.

5. Compliance with Lease, etc. The County covenants and agrees that it will comply in all respects with the provisions of the Lease and will take no action that interferes with the uses, rights, and obligations under the Lease.

6. Hold Harmless. CPBC hereby agrees to indemnify the County and hold the County harmless from any and all cost, liability, loss, damage, or expense, including but not limited to attorneys’ fees, originating prior to the date of this Agreement and arising out of CPBC’s obligations and duties under the Lease. To the extent allowed by law, the County agrees to indemnify CPBC against and hold CPBC harmless from any and all cost, liability, loss, damage,

or expense, including but not limited to attorneys' fees, originating subsequent to the date of this Agreement and arising out of CPBC's obligations and duties under the Lease assumed by the County pursuant to this Agreement.

7. Binding Effect. The terms of this Agreement are binding upon the parties and their successors, transferees, and assigns.

8. Governing Law, Venue. This Agreement shall be governed by the laws of the Commonwealth of Virginia and the venue for any action arising in connection with the Agreement shall lie in the state courts of Nelson County, Virginia.

9. Entire Agreement. This Agreement represents the entire understanding between the parties and there are no collateral or oral agreements or understandings, and this Agreement shall not be modified unless in a writing of equal dignity signed by the parties.

10. Acceptance. By resolution duly adopted on \_\_\_\_\_ 2012, the Board of Supervisors for Nelson County authorized the acceptance of this assignment and directed the chairman to execute this Agreement on behalf of the Board.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first-above written.

NELSON COUNTY

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

Its \_\_\_\_\_

COMMONWEALTH of VIRGINIA  
COUNTY of NELSON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, \_\_\_\_\_.

My commission expires:  
Commission No.:

\_\_\_\_\_  
Notary Public

COMMONWEALTH PUBLIC  
BROADCASTING CORPORATION

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

Its \_\_\_\_\_

COMMONWEALTH of VIRGINIA  
COUNTY of NELSON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2012 by \_\_\_\_\_.

My commission expires:  
Commission No.:

\_\_\_\_\_  
Notary Public

THE NATURE CONSERVANCY

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

Its \_\_\_\_\_

COMMONWEALTH of VIRGINIA  
COUNTY of NELSON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2012 by \_\_\_\_\_.

Approved as to form: \_\_\_\_\_  
County Attorney

Instrument prepared by:  
Phillip D. Payne IV  
Attorney at Law  
Post Office Box 299  
Lovingson, Virginia 22949  
VSB # 25405

November 26, 2012

*Copy*

Daniel L. Rosenthal, Esquire  
2819 N. Parham Road, Suite 110  
Richmond, Virginia 23294-4425

Re: Lease Agreement between Commonwealth Public Broadcasting Corporation and The Nature Conservancy, High Top Mountain, Nelson County, Virginia

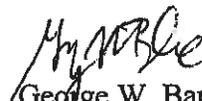
Dear Dan:

Enclosed are two duplicate original Lease Agreements executed by Bill Kittrell on behalf of The Nature Conservancy for the public broadcasting tower site at High Top in Nelson County. Kindly have an appropriate officer of the tenant sign both originals before a notary public, and return one fully-executed original to my office.

The Nature Conservancy had not anticipated recording the Lease Agreement, but if you (or by copy of this letter to Phil Payne, the county) would like to do so, please let me know and I will draft a memorandum of lease for recording.

Thank you for all your time and work on this project.

Very truly yours,

  
George W. Barlow, III  
Attorney

Enclosures

cc: ✓ Phillip D. Payne IV, Esquire  
Jean Lorber, TNC

## LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into as of the 16th day of November, 2012, by and between THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, whose address is 490 Westfield Road, Charlottesville, Virginia 22901, hereinafter referred to as Landlord, and COMMONWEALTH PUBLIC BROADCASTING CORPORATION, a Virginia non-stock corporation, whose address is 23 Sesame Street, Richmond, Virginia 23235, hereinafter referred to as Tenant.

### WITNESSETH:

Landlord hereby leases and demises to Tenant and Tenant hereby rents from Landlord the Leased Premises herein described upon the following terms and conditions:

1. Leased Premises. The Leased Premises consist of that certain lot or parcel of real estate situated on High Top Mountain, Nelson County, Virginia, as shown on a plat or sketch attached hereto as Exhibit A. The Leased Premises lie within certain tracts or parcels of land owned by Landlord constituting Fortunes Cove Preserve (the "Preserve"), which was acquired by Landlord to protect and preserve the biological and environmental attributes thereof. The Preserve, including the Leased Premises, is subject to that certain open space easement dated October 7, 1994 granted by Jane L. Heyward to the Virginia Outdoors Foundation, of record in the Clerk's Office of the Circuit Court of Nelson County in Deed Book 367, Page 427 (the "Open Space Easement"). Prior to Landlord's acquisition of the Leased Premises, Tenant installed and maintained on the Leased Premises the structures and equipment described on Exhibit B without cost pursuant to and with the permission of the owner. The Leased Premises included then, and Tenant shall now also have, the non-exclusive right to use, the roads leading to the Leased Premises for the term of this Lease.

2. Term. The term of the Lease shall be for a period of twenty (20) years commencing on the date hereof and terminating on November 30, 2032 (the "Initial Term"). Unless Tenant notifies Landlord in writing not later than one hundred eighty (180) days prior to such date that Tenant desires this Lease to so terminate, then this Lease shall automatically renew for an additional term of twenty (20) years terminating on November 30, 2052 (the "Renewal Term"). The Renewal Term shall be governed by all of the terms and provisions of this Lease except that no additional renewal is permitted. Any permitted Collocation Agreement (hereinafter defined) shall expire not later than the end of the term (i.e., the Initial Term or the Renewal Term) during which such Collocation Agreement was entered into. Tenant may terminate this Lease at any time upon thirty (30) days written notice to Landlord. If Tenant so terminates this Lease, then upon Landlord's written request, Tenant shall promptly remove any tower, antennas, structures or other equipment located on the Leased Premises.

3. Rent. The rental shall be the sum of Ten Dollars (\$10.00) for the term of this Lease, payable in advance without demand, which Tenant shall pay to Landlord simultaneously with the execution of this Lease.

4. Use. Tenant may use the premises for the purpose of erecting, maintaining and operating one tower (as depicted on Exhibit B) and television and/or radio antennas and related equipment placed on such tower for transmitting and/or receiving, and for any other related lawful purpose with Landlord's prior written consent, and shall, while occupying same, comply with all laws, ordinances and regulations affecting same. Tenant shall not install or permit the operation of radio, cellular telephone, television, cable or any other type of communication equipment by any other party except pursuant to Paragraphs 16 and 17 of this Lease. The right of ingress and egress via existing roadways is specifically granted to Tenant and its designees for all purposes incident to this Lease. Tenant grants to Landlord and to each tenant or designee of Landlord who is required to traverse the Leased Premises for access to such other tenant's leased premises the right to traverse via existing ways across the Leased Premises. The Tenant shall repair or cause to be repaired promptly and at its sole cost and expense all damage to Landlord's roads, fences, gates, drainage facilities or other improvements caused by the Tenant, its agents, contractors, employees, or invitees, which are in excess of normal and prudent usage and normal wear and tear of such facilities. Within fifteen (15) days of the damage, the Tenant shall meet with the Landlord and provide a plan of operation for the repairs.

5. Utilities. Tenant shall pay all charges for water, electricity, gas and other utility services to the Leased Premises for Tenant's use thereof. Tenant shall not install any utility line, equipment or conduit on any portion of Landlord's property surrounding the Leased Premises without the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Upon granting such consent, Landlord agrees to execute customary deeds of easement to public utility providers if required to provide utility service to the Leased Premises. Any new utility services shall be installed along existing roads or rights-of-way across the Preserve. Tenant shall have the right to place, maintain and operate an emergency stand-by generator and an above-ground fuel tank (collectively, "Generator") at the Leased Premises, provided the Generator shall be installed and operated in compliance with all applicable laws, ordinances, and regulations.

6. Insurance. The Tenant at Tenant's sole expense will keep any buildings, other structures and improvements now or hereafter located on the Leased Premises insured against loss by fire (with extended coverage) to Landlord in an amount equal to the full insurable value thereof. Tenant shall also at Tenant's expense maintain general liability insurance covering the Leased Premises for the protection of both Landlord and Tenant in the amount of \$1,000,000, and shall furnish Landlord with a certificate thereof upon request. At Landlord's request, Tenant shall cause the Landlord to be designated an additional insured on such policy. In the event of fire or other casualty to the structures and equipment listed on Exhibit B, Tenant shall either cause such damaged structures or equipment on the Leased Premises to be reasonably restored, or may terminate this Lease pursuant to Paragraph 2 hereof and upon Landlord's written request shall promptly remove the structures and equipment located thereon.

7. Taxes. Landlord shall pay all real estate taxes assessed against the land comprising the Leased Premises. Tenant shall pay all other taxes, if any, general and specific, and including those in the nature of any license tax based on the amount of rent payable hereunder, now or hereafter existing, and all excise taxes, that may be levied or assessed against the Leased Premises and personal property located thereon (including all improvements made by

Tenant). Should any of such taxes be assessed in Landlord's name, Tenant agrees to promptly pay Landlord the amount thereof upon presentation of a statement therefor.

8. Maintenance. Tenant accepts the Leased Premises "as is," and Landlord makes no warranties, express or implied, with respect thereto. The Tenant at Tenant's sole expense will keep and maintain the Leased Premises and all improvements from time to time located thereon, and all appurtenances thereto, in good repair and in safe and sanitary condition, ordinary wear and tear excepted; and will at Tenant's sole expense make all necessary repairs, replacements and renewals, which shall be substantially equal in quality and class to the original work. The Tenant will conform with and do all things necessary to comply with every valid law, regulation, order and requirement of any governmental authority relating to the Leased Premises and Tenant's operations thereon, and will hold and save Landlord harmless from all costs, liability, demands and damages arising out of or caused by Tenant's breach thereof or failure to comply therewith. The Landlord shall not be required to repair or maintain the Leased Premises in any way and shall not be liable for any damage to any tower, building, other structure or equipment caused by fire, lightning, wind, ice, weather, animals, vandalism, or any other cause whatsoever, except the gross negligence or wrongful act of Landlord. The Tenant agrees to place a sign or placard on a building or other structure located on the Leased Premises which shall identify the Tenant by name.

9. Changes and Alterations. Tenant may, at Tenant's expense, alter, expand, remodel, improve, modify or replace any structure that Tenant places on the Leased Premises, provided that the alterations or improvements are approved in writing in advance by Landlord, which approval shall not be unreasonably withheld. Tenant shall not raise or increase the height of any tower or antenna located on the Leased Premises without the prior written approval of Landlord, which approval Landlord may withhold in its discretion. Any alterations or improvements shall comply with the terms of the Open Space Easement and may be subject to approval by the Virginia Outdoors Foundation. If requested by Landlord, Tenant shall upon termination of this Lease or any renewal or extension thereof remove from the Leased Premises all materials, equipment, structures and property installed by Tenant thereon, provided that such property may be removed without substantial injury to the Leased Premises. No injury shall be considered substantial if it is promptly corrected by restoration to the condition prior to installation of such property. At the option of Landlord any such property not removed within ninety (90) days following termination of this Lease or any renewal or extension thereof shall become the property of Landlord. Landlord shall have the right to dispose of any of Tenant's structures or property still remaining on the Leased Premises after such 90-day period, at Tenant's expense. Tenant acknowledges that Landlord has leased to other tenants similar premises which are being used for purposes similar to Tenant's use of Leased Premises. Tenant covenants not to interfere with any other tenant's use of such tenant's respective leased premises. Tenant will indemnify Landlord against any damages Landlord might suffer by reason of such interference; and, Tenant further covenants that it will hold Landlord harmless from any claim made by Tenant alleging that any other tenant of Landlord has interfered with Tenant's operation. Tenant shall provide Landlord with twenty-one (21) days prior written notice of any construction on Leased Premises.

10. Liens. The Tenant shall not suffer or permit any lien to be filed against the Tenant's leasehold interest in the Leased Premises by reason of work, labor, services or materials performed by or supplied to the Tenant or anyone holding the Leased Premises or any part thereof under this lease. If any such lien is filed against the Tenant's leasehold interest, the Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by the Landlord. Landlord's authorization for such arrangements shall not be unreasonably withheld. The Tenant shall indemnify the Landlord for any costs, damages or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to lease termination.

11. Condemnation. If the Leased Premises or any part thereof shall be condemned or taken for a public or quasi-public use, then, upon payment of any award or compensation arising from such condemnation or taking, there shall be such abatement in rent and other such adjustment as might be just and equitable under all the circumstances, regardless of any technical rule of law, but Tenant shall not, under any circumstances, be entitled to a condemnation award for the value of its tenancy.

12. Default. A breach of any of the covenants or conditions of this Lease continuing for more than fourteen (14) days after notice thereof from Landlord shall be deemed a default by Tenant under this Lease. However, a default (except as to payment of rentals) as to matters capable of being cured shall be deemed cured if Tenant, in good faith, commences performance required to cure same within thirty (30) days after receipt of such notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default. In addition to all other remedies available at law or in equity, upon default by Tenant, Landlord may without notice to Tenant, re-enter the Leased Premises, but no such re-entry shall be deemed an acceptance of a surrender of this Lease. In the event of re-entry for default, Landlord may, but shall not be required to, re-let the Leased Premises or any part thereof, as agent for Tenant, for any sum that Landlord may deem reasonable. Further, Landlord may at Landlord's option terminate this Lease for default, in which event Tenant shall remain liable for all Tenant's obligations under this Lease, and for such loss and damages as Landlord may sustain as a result of Tenant's breach hereof.

13. Holdover. Should Tenant continue in possession after the end of the term herein with permission of Landlord, it is agreed that the tenancy thus created can be terminated by either party giving to the other party not less than ninety (90) days written notice at any time. During such holdover, rental shall be paid on a monthly basis and shall be equal to the most recent monthly installment of rent due hereunder.

14. Notices. All notices required to be given under this Lease shall be deemed given if in writing and delivered personally, two days after being mailed by registered or certified mail, postage prepaid and return receipt requested, or one day after being sent by a nationally recognized courier service, in any case properly addressed to the receiving party's address set forth at the beginning of this Lease.

15. Assignment. Upon written notice to Landlord, Tenant may assign this Lease to the County of Nelson, Virginia. Tenant may assign this Lease or sublet the entire Leased Premises to a governmental (other than the County of Nelson, Virginia) or charitable organization (exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code) with the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant may not assign this Lease or sublet the entire Leased Premises to any individual or a for-profit person or entity without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed provided that as a condition to such consent, this Lease shall be amended to provide for a rent that is not less than the fair market value of the rights granted hereunder, to be reasonably determined by Landlord.

16. Collocation. Tenant shall not enter into any sublease, license or other agreement for the installation, maintenance or operation of communications equipment owned or operated by a third party without Landlord's approval.

17. Collocation Fees. In the event that a for-profit communications equipment operator desires to locate radio, cellular telephone, television, cable or any other type of communication equipment on the Leased Premises, Tenant shall provide notice of such proposed collocation of communications equipment to Landlord, which notice shall include without limitation a description of the communications equipment and the consideration to be paid for the collocation of such equipment. Landlord shall not unreasonably withhold, condition or delay its consent, and shall respond to Tenant's request not later than thirty (30) days after the receipt thereof. If Landlord so consents, Tenant may enter into a sublease or license for such equipment (a "Collocation Agreement"), in which case the Landlord shall be paid a collocation fee (the "Fee") in the amount of fifty percent (50%) of the consideration for such collocated equipment. Landlord may withhold its consent to the Collocation Agreement if Landlord determines that the rent or fee to be charged the collocating entity is less than the current fair market value for the rights granted in the Collocation Agreement. The Fee, whether paid in one sum or in installments, shall be remitted to Landlord not later than ten (10) business days after funds are cleared by Tenant. Failure to remit the Fee to Landlord for more than thirty (30) days after payment was due the Tenant pursuant to the Collocation Agreement shall be a default under this Lease. Notwithstanding the foregoing, Tenant may permit governmental or charitable organizations (exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code) to collocate communications equipment on the Leased Premises for purposes of carrying out their governmental or charitable purposes at a rent or fee less than fair market value or for no rent (however, fifty percent (50%) of any payment made pursuant to a Collocation Agreement with such governmental or charitable organization in excess of the rent payable pursuant to this Lease shall be paid to Landlord as a Fee as described above). Any such agreement with a governmental or charitable organization shall be in writing (a "Local Use Agreement"). No such Collocation Agreement or Local Use Agreement shall be for a term longer than the term (that is, the Initial Term or the Renewal Term) of this Lease during which such Collocation Agreement or Local Use Agreement is entered into, and the Landlord shall indicate its consent, if given, to a Collocation Agreement, or any amendment thereto, by its execution thereof. Any Collocation Agreement or Local Use Agreement shall provide that in the event Tenant defaults on this Lease, the entire amount due Tenant thereunder shall be paid directly to Landlord. Tenant shall provide

the Landlord with a true copy of any such Collocation Agreement or Local Use Agreement, amendment thereto or any other documents reasonably requested by the Landlord.

18. Expenses. In the event of any breach of any covenant, condition or provision of this Lease by Tenant, Landlord may, but shall not be obligated to, after reasonable notice to Tenant, cure such breach for the account and at the expense of the Tenant. Tenant shall promptly reimburse Landlord for any expense, including reasonable attorney fees, it may incur as a result of any breach hereof by Tenant, or in enforcing any provision hereof. Tenant agrees to pay all costs resulting from the intentional or negligent destruction, damage or removal of any part of the Leased Premises by Tenant or any other persons on the Leased Premises with Tenant's consent.

19. Indemnification. Tenant shall indemnify and hold Landlord harmless against all liability, losses, damages and expense (including legal and attorney fees) incurred or suffered by Landlord as a result of any injury to property or person, including death, on the Leased Premises resulting from any claimed act or omission of Tenant or any of its agents, contractors, employees, or invitees, on or relating to Tenant's activities on the Leased Premises.

20. Environmental Liability. Tenant will indemnify Landlord against all costs (including legal and attorney fees), penalties, losses and damages, incurred by Landlord resulting from any environmental contamination caused by Tenant or any of Tenant's agents, contractors, employees, sub-lessees, invitees and assigns during the term of this Lease, as extended, and any previous Lease terms.

21. Interference. Tenant shall operate its equipment in such a manner which shall not cause technical interference to Landlord's current use of the Preserve or other parties' current use of any antenna, tower or other broadcasting or receiving equipment located on the Preserve pursuant to tenancies or other occupancies that predate the execution of this Lease. Landlord reserves the right to disconnect power to any transmitters causing interference: (a) immediately if it affects emergency services or public safety; or (b) forty-eight (48) hours after discovery of the interference by Landlord. Landlord and Tenant mutually acknowledge and agree that they will consult on the location of any future tenant's equipment.

If any interference is encountered by Tenant as a result of equipment installed on the Preserve after the execution date of this Lease ("Third Party Interference"), Landlord shall employ commercially reasonable efforts to eliminate or cause such Third Party Interference to be eliminated in a timely manner without cost or obligation to Tenant. To address such Third Party Interference, Landlord shall request that all users of communications equipment on the Preserve participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. All equipment must be maintained in good working order and meet original manufacturer's and Federal Communications Commission specifications for reduction of transmitter spurious radiation.

When the source of Third Party Interference has been determined, Landlord shall require the offending transmitter owner/operator to make the required corrections or install equipment necessary to correct the problem. If such Third Party Interference cannot be thus corrected,

Landlord will within seventy-two (72) hours, require the interfering party to cease use of its equipment excepting for those short periods of intermittent testing time necessary to identify and eliminate the interference. Should the Third Party Interference continue beyond such seventy-two (72) hour period, then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity to seek to enjoin such interference or to terminate this Agreement upon notice to Landlord.

22. Miscellaneous. This Lease shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia and shall be binding upon the parties, their successors and assigns. This Lease contains the complete agreement of the parties, and shall not be modified or amended except by written amendment hereto. No waiver of any breach of covenant or condition herein shall be construed as a waiver of a covenant or condition itself or any subsequent breach thereof. The paragraph headings appearing in this Lease are for purposes of easy reference and shall not be considered a part of this Lease or in any way to modify, amend or affect the provisions hereof.

IN WITNESS WHEREOF the parties have caused this instrument to be executed by their duly authorized representatives.

THE NATURE CONSERVANCY,  
a District of Columbia non-profit corporation

By: Bald Kibbell

Its: Director of Conservation Programs

COMMONWEALTH PUBLIC  
BROADCASTING CORPORATION,  
a Virginia non-stock corporation

By: [Signature]

Its: VP FOR ENGINEERING

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Albemarle, to wit:

The foregoing instrument was acknowledged before me on this 26<sup>th</sup> day of November, 2012, by Bill Kittrell who is Director of Conservation Programs of The Nature Conservancy, a District of Columbia non-profit corporation, on behalf of the corporation.

My commission expires 6-30-2014<sup>sec</sup>.

Susan B. Cresap  
Notary Public  
Notary Registration No. 237883



COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Chesterfield, to wit:

The foregoing instrument was acknowledged before me on this 3rd day of December, 2012, by Mark Saller who is V.P. - engineering of Commonwealth Public Broadcasting Corporation, a Virginia non-stock corporation.

My commission expires 03/31/2014.

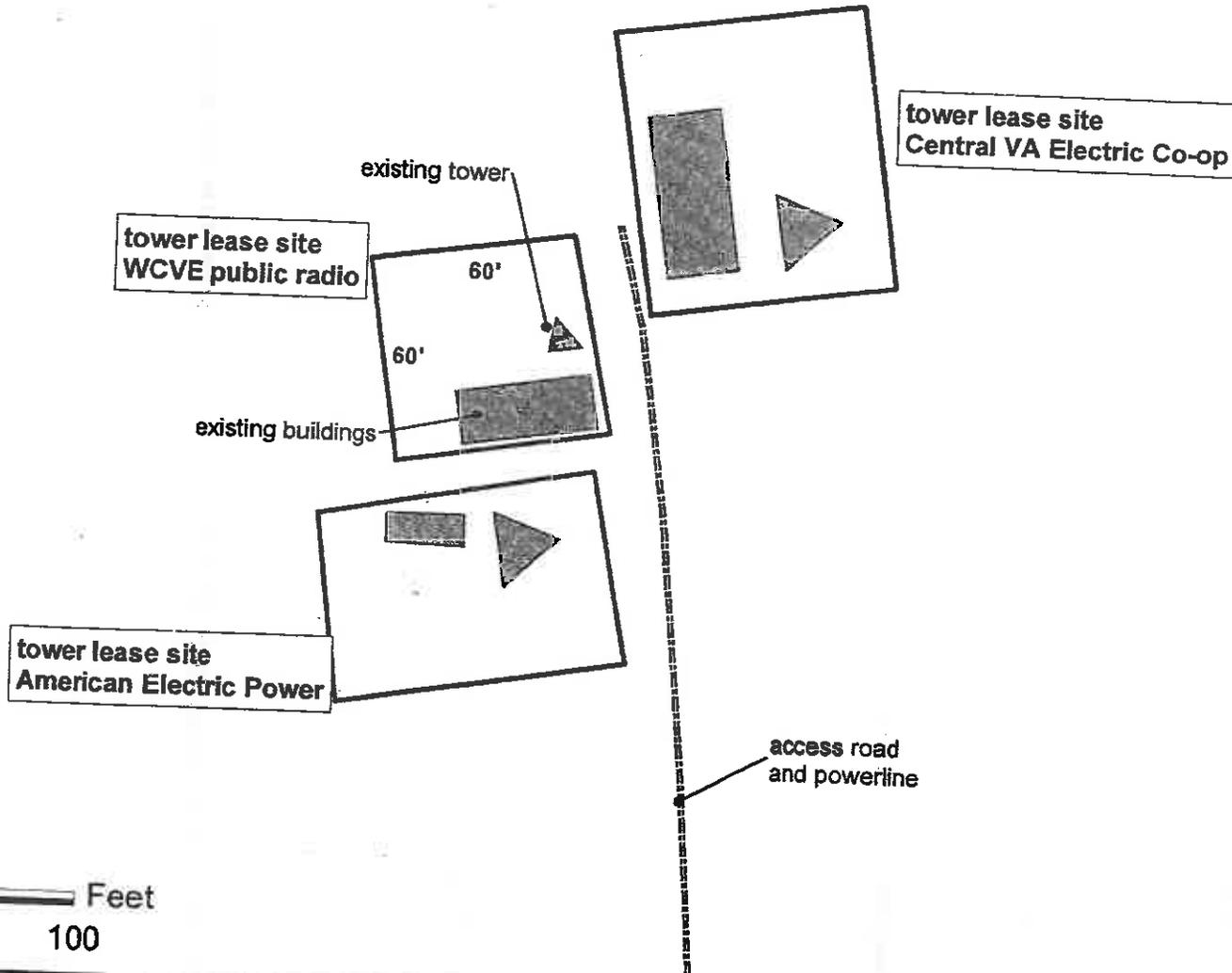


Marsha L. Williams  
Notary Public  
Notary Registration No. 260726

# Exhibit A



NOT TO SCALE



**Exhibit B**  
**Structures and Equipment to be Maintained**

One metal lattice tower, approximately 60 feet tall

Two metal sheds, with a total area of approximately 40 feet by 20 feet

Utility lines to above-described improvements

## **APPENDIX A Grievance Procedure**

### **A. Definition of Grievance.**

A grievance shall be a complaint or dispute by an employee relating to his employment, including but not necessarily limited to (i) disciplinary actions, including dismissals, disciplinary demotions, and suspensions, provided that dismissals shall be grievable whenever resulting from formal discipline or unsatisfactory job performance; (ii) the application of personnel policies, procedures, rules and regulations, including the application of policies involving matters referred to in subdivision B (iii) below; (iii) discrimination on the basis of race, color, creed, religion, political affiliation, age, disability, national origin or sex; and (iv) acts of retaliation as the result of the use of or participation in the grievance procedure or because the employee has complied with any law of the United States or of the Commonwealth, has reported any violation of such law to a governmental authority, has sought any change in law before the Congress of the United States or the General Assembly, or has reported an incidence of fraud, abuse, or gross mismanagement. For the purposes of clause (iv) there shall be a rebuttable presumption that increasing the penalty that is the subject of the grievance at any level of the grievance shall be an act of retaliation.

### **B. County Responsibilities.**

The County retains the exclusive right to manage the affairs and operations of government. Accordingly, the following complaints are non-grievable: (i) establishment and revision of wages or salaries, position classification or general benefits; (ii) work activity accepted by the employee as a condition of employment or work activity which may reasonably be expected to be a part of the job content; (iii) the contents of ordinances, statutes or established personnel policies, procedures, rules and regulations; (iv) failure to promote except where the employee can show that established promotional policies or procedures were not followed or applied fairly; (v) the methods, means and personnel by which work activities are to be carried on; (vi) except where such action affects an employee who has been reinstated within the previous six months as the result of the final determination of a grievance, termination, layoff, demotion or suspension from duties because of lack of work, reduction in work force, or job abolition; (vii) the hiring, promotion, transfer, assignment and retention of employees within the County; and (viii) the relief of employees from duties of the County in emergencies. In any grievance brought under the exception to clause (vi) of this subdivision, the action shall be upheld upon a showing by the County that: (i) there was a valid business reason for the action and (ii) the employee was notified of the reason in writing prior to the effective date of the action.

### **C. Coverage of Personnel.**

a. Unless otherwise provided by law, all non-probationary County permanent full-time and part-time employees (“Covered Personnel”) are eligible to file grievances with the following exceptions:

- (1) Appointees of the Board of Supervisors;
- (2) Officials and employees who by law serve at the will or pleasure of the Board of Supervisors or the County Administrator;
- (3) Deputies and executive assistants to the County Administrator;
- (4) Agency heads or chief executive officers of government operations;
- (5) Employees whose terms of employment are limited by law;
- (6) Temporary, limited term and seasonal employees; and,
- (7) Constitutional Officers and their staff and employees.

b. The County Administrator shall determine the officers and employees excluded from the grievance procedure and shall be responsible for maintaining an up-to-date list of the affected positions.

**D. Compliance.**

a. An employee’s grievance must:

- (1) Be presented to management within twenty (20) calendar of the date the employee knew or should have known of the event that forms the basis of the grievance;
- (2) Arise in the agency in which the employee works;
- (3) Pertain directly and personally to the employee’s own employment in a position with access to the grievance procedure;
- (4) Not be used to harass or otherwise impede the efficient operation of government;
- (5) Not have been pursued through another state or federal process; and,
- (6) Not challenge the same management action challenged in another grievance.

b. After the initial filing of a written grievance, failure of either party to comply with all substantial procedural requirements of the grievance procedure, including the hearing officer or administrative hearing, without just cause shall result in a decision in favor of the other party on any grievable issue, provided the party not in compliance fails to correct the noncompliance within five workdays of receipt of written notification by the other party of the compliance

violation. Such written notification by the grievant shall be made to the County Administrator, or his designee. A party who fails to apprise promptly the other party of a failure to comply shall be deemed to have waived the noncompliance.

c. The County Administrator, or his designee, at his option, may require a clear written explanation of the basis for just cause extensions or exceptions. The County Administrator, or his designee, shall determine compliance issues. Compliance determinations made by the County Administrator shall be subject to judicial review by filing a petition with the circuit court of Nelson County within 30 days of the compliance determination.

## **E. General Provisions.**

a. Covered Personnel may always pursue grievable issues through the grievance procedure, and supervisors when requested are to provide them with the necessary forms and a copy of the grievance procedure.

b. The use of the grievance procedure requires that certain actions be taken within specified periods of time. When used, "work days" means the days that the County is open for business; official office closings and weekends do not count as work days. If for any reason an action cannot be completed within the time period provided, the employee or the County may request an extension; if an extension is granted it shall be reduced to writing to reflect the agreement.

c. The grievance procedure has three steps. The three grievance steps may not apply if the grievance involves discrimination or retaliation by the immediate supervisor and the employee initiates the grievance with the next management level. If the grievance is initiated with the County Administrator, the first and second steps of the procedure are collapsed and the oral and written initiation of the grievance is with the County Administrator.

d. With the exception of the final management step, the only persons who may normally be present in the management step meetings are the grievant, the appropriate County official at the level at which the grievance is being heard, and appropriate witnesses for each side. Witnesses shall be present only while actually providing testimony. At the final management step, the grievant and the County Administrator may each have present a representative of his choice. If the grievant is represented by legal counsel, the County likewise has the option of being represented by counsel.

## **F. Management Steps.**

### **1. First Step**

a. An employee who has a complaint is encouraged to discuss it directly with the immediate supervisor as early as possible.

b. An employee must initiate the written grievance with the immediate supervisor within twenty (20) calendar days after the event or action which is the basis for the grievance. The written grievance may be presented in person, faxed, or mailed to the immediate supervisor.

c. The written grievance should include the date, the facts in support of the complaint, and the relief requested.

d. The supervisor must meet with the employee within five (5) work days of receipt of the written grievance. The only persons present at this meeting are the employee, the supervisor, and appropriate witnesses.

e. The supervisor must provide a written reply to the employee within five (5) work days following the meeting.

## 2. Second Step

a. If the supervisor's reply is not acceptable and the employee desires to continue the grievance, the employee may request in writing a meeting with the department's agency head.

b. The request must be received within five (5) work days of the employee's receipt of the first step written reply.

c. The agency head shall meet with the employee within five (5) work days of receipt of the employee's request and reply in writing to the grievance within five (5) work days following the second step meeting.

d. In the event the agency head is also the immediate supervisor of the grievant, then the County Administrator shall designate a management representative with appropriate authority to address the grievance. In the alternative, the grievant and the County may agree to merge the second step into the third step.

## 3. Third Step

a. If the second step reply is not acceptable and the employee desires to continue the grievance, the employee may request in writing a meeting with the County Administrator.

b. The request must be received within five (5) work days of employee's receipt of the second step written reply.

c. The County Administrator shall meet with the employee within five (5) work days of receipt of the employee's request and reply in writing to the grievance within five (5) work days following the third step meeting.

d. If the employee is represented by legal counsel, the County likewise has the option of being represented by counsel. The role of the representative or legal counsel is to assist the

employee and is not to be actively involved in advocating or arguing on behalf of the employee or to examine witnesses.

e. Witnesses are not permitted in the meeting except to give testimony.

f. If the third step reply is not acceptable, the employee may request to advance the grievance to a hearing. The employee must make this request in writing within five (5) work days of receipt of the reply from the County Administrator.

## **G. Grievance Hearing.**

### **1. Qualifying the Grievance for the Hearing**

a. Decisions regarding grievability and access to the procedure shall be made by the County Administrator, at any time prior to the hearing, and if at the request of the grievant, within 10 calendar days of the request. Neither the County Attorney nor the Attorney for the Commonwealth shall be authorized to decide the question of grievability. A copy of the ruling shall be sent to the grievant. Decisions of the County Administrator may be appealed to the circuit court for Nelson County for a hearing on the issue of whether the grievance qualifies for a hearing. Proceedings for review of the decision of the County Administrator shall be instituted by the grievant by filing a notice of appeal with the County Administrator within 10 calendar days from the date of receipt of the decision and giving a copy thereof to all other parties. Within 10 calendar days thereafter, the County Administrator or his designee shall transmit to the clerk of the court to which the appeal is taken: a copy of the decision of the County Administrator, a copy of the notice of appeal, and the exhibits. A list of the evidence furnished to the court shall also be furnished to the grievant. The failure of the County Administrator or his designee to transmit the record shall not prejudice the rights of the grievant. The court, on motion of the grievant, may issue a writ of certiorari requiring the County Administrator to transmit the record on or before a certain date.

b. Within 30 days of receipt of such records by the clerk, the court, sitting without a jury, shall hear the appeal on the record transmitted by the County Administrator or his designee and such additional evidence as may be necessary to resolve any controversy as to the correctness of the record. The court, in its discretion, may receive such other evidence as the ends of justice require. The court may affirm the decision of the County Administrator or his designee, or may reverse or modify the decision. The decision of the court shall be rendered no later than the fifteenth day from the date of the conclusion of the hearing. The decision of the court is final and is not appealable.

### **2. Hearing**

If an issue should be determined to qualify for a hearing, then the grievance will proceed to a hearing before an administrative hearing officer appointed by the Executive Secretary of the Supreme Court of Virginia. The costs for the hearing officer will be borne by the County.

### **3. Communication with Hearing Officer**

The parties shall not discuss the substance of any grievance or the problem giving rise to the grievance with the hearing officer prior to the grievance hearing. All matters requiring the attention of the hearing officer should be communicated in writing with copies to all parties.

#### 4. Hearing Date

The hearing officer will set the date, time, and place for the hearing. The hearing officer shall immediately notify the employee and the County Administrator of the hearing date. The hearing officer shall conduct the hearing in the locality where the employee is employed, unless the hearing officer decides that another location is appropriate.

#### 5. Case Presentation

The employee and the County may be represented by legal counsel, or other representative, at the hearing officer hearing. Such representatives may examine, cross-examine, question, or present evidence before the hearing officer. The representative does not have to be an attorney.

#### 6. Grievance Hearing Procedure

a. The hearing officer shall not have authority to formulate policies or procedures or to alter existing policies or procedures;

b. The hearing officer shall have the discretion to determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing, and, at the request of either party, the hearing shall be private;

c. The County shall provide the hearing officer with copies of the grievance record prior to the hearing, and provide the grievant with a list of the documents furnished to the hearing officer. The grievant and his attorney, at least ten days prior to the scheduled hearing, shall be allowed access to and copies of all relevant files intended to be used in the grievance proceeding;

d. The hearing officer shall have the authority to determine the admissibility of evidence without regard to the burden of proof, or the order of presentation of evidence, so long as a full and equal opportunity is afforded to all parties for the presentation of their evidence;

e. All evidence shall be presented in the presence of the hearing officer and the parties, except by mutual consent of the parties;

f. Documents, exhibits, and lists of witnesses shall be exchanged between the parties or hearing officer in advance of the hearing;

g. The employee and County, or their representatives, shall present their claims and proofs and witnesses who shall submit to questions or other examination. In a grievance involving a disciplinary action, the County shall present its case first. In all other grievances, the employee

shall proceed first. The hearing officer may, at his discretion, vary this procedure, but shall afford full and equal opportunity to all parties for presentation of any material or relevant proofs.

h. The decision of the hearing officer, acting within the scope of his authority, shall be final, subject to existing policies, procedures and law; and,

i. The hearings are not intended to be conducted like proceedings in courts, and that rules of evidence do not necessarily apply.

## 7. Hearing Decision

- a. The hearing officer, in rendering his decision, shall be guided, but not necessarily bound by the relief specified by the employee in the grievance. The hearing officer shall endeavor to render a decision in writing within thirty (30) calendar days of the hearing and distribute copies to the employee and the County, or to their counsel if represented. The decision shall be final and binding provided that the relief is consistent with the provisions of law and written policy.
- b. The question of whether the relief granted by a hearing officer is consistent with written policy shall be determined by the chief administrative officer of the local government, or his designee, unless such person has a direct personal involvement with the event or events giving rise to the grievance, in which case the decision shall be made by the attorney for the Commonwealth of the jurisdiction in which the grievance is pending.
- c. If a written request to reconsider the hearing officer decision is submitted to the hearing officer within five (5) work days of receipt of the decision, the hearing officer may elect to review his decision and/or reopen the hearing for good cause shown.
- d. Examples of relief that may be available:
  - (1) Reinstatement to the employee's former position or, if occupied, to an objectively similar position;
  - (2) Uphold, reduce, or rescind disciplinary actions;
  - (3) An award of full, partial, or no back pay, from which interim earnings must be deducted;
  - (4) The restoration of full benefits and seniority; and
  - (5) An order that the agency comply with applicable law and policy.
- e. Examples of relief which are not available:
  - (1) Damages;
  - (2) Attorneys' fees;
  - (3) Hiring, promotion, transfer, assignment, or retention of any employee;
  - (4) Establishing or revising compensation, classification, or benefits
  - (5) Establishing or revising policies, procedures, rules, or regulations;
  - (6) Taking any adverse action against the employee other than upholding or reducing the disciplinary action challenged by the grievance;

- (7) Directing the methods, means, or personnel by which work activities are to be carried out; or ,
- (8) Any other relief that is inconsistent with the grievance procedure or state law.

**H. Implementation of Final Hearing Decisions.**

Either party may petition the circuit court having jurisdiction in the locality in which the grievant is employed for an order requiring implementation of the hearing decision.

**Certification**

This grievance procedure was adopted by the Nelson County Board of Supervisors by resolution adopted \_\_\_\_\_, 2012. Pursuant to Section 15.2-1507 of the Code of Virginia, the undersigned County Attorney and County Administrator certify that this grievance procedure is in compliance with the requirements of law and that this certification has been filed with the Clerk of the Circuit Court of Nelson County this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
County Administrator

December 11, 2012

<b>(1) New Vacancies/Expiring Seats &amp; New Applicants :</b>					
<b>Board/Commission</b>	<b>Term Expiring</b>	<b>Term &amp; Limit Y/N</b>	<b>Incumbent</b>	<b>Re-appointment</b>	<b>Applicant (Order of Pref.)</b>
JABA Council on Aging	12/31/2012	2 Year/No Limit	Mary Lee Embrey	?	No Applications Received
<b>(2) Existing Vacancies:</b>					
<b>Board/Commission</b>	<b>Terms Expired</b>	<b>Term &amp; Limit Y/N</b>	<b>Number of Vacancies</b>		
Ag Forestal District Advisory Committee	5/13/2011	4 Years /3 Terms	1 Vacancy - Other Land Owner	N/A	No Applications Received
Economic Development Authority	6/30/2016	4 Years/ No Ilmit	1 Vacancy		No Applications Received
Keep Nelson Beautiful Council	12/31/2011	2 Years/No Limit	4 Vacancies	N/A	Elwood Waterfield
			Gail Roussos	TBD	
			Roger Nelson	TBD	
			Anne Colgate	TBD	
JABA Board of Directors	7/15/2012	2 Years / No Limit	Dr. Benjamin Brown	N	No Applications Received
N.C. Library Advisory Committee - West District	6/30/2012	4 Years / No Limit	Janet Ngai - West	N	No Applications Received

RECEIVED

CELEBRATE SHENANDOAH GROUP

NOV 19 2012



220 North Commerce Avenue  
Suite 100  
Front Royal, Virginia 22630  
Phone: (540) 636-4600  
Fax: (540) 636-6066

COUNTY ADMINISTRATOR  
OFFICE



Email: [martha\\_bogle@nps.gov](mailto:martha_bogle@nps.gov) or [dstanley@warrencountyva.net](mailto:dstanley@warrencountyva.net)

November 14, 2012

Stephen A. Carter  
County Administrator  
Nelson County  
PO Box 336  
Lovingson, Virginia 22949

RE: Shenandoah National Park  
*Celebrate Shenandoah Committee*

Dear Mr. Carter,

In 2012, we concluded a tremendous celebration of the 75<sup>th</sup> Anniversary of our park, Shenandoah National Park. More than 30 people – including representatives from local county governments and partner organizations, and tourism professionals – volunteered more than 1,900 hours of their time working with park staff, engaging local communities to bring about a year-long celebration of one of the nation's most treasured places. The Committee organized several highly successful events, including the Launching of a Year of Celebration in November 2010, and the Rededication of Shenandoah National Park in June 2011. There were also 64 sanctioned events held in surrounding communities, which helped take our message to thousands of people from around the world.

From the efforts of the 75<sup>th</sup> Anniversary Committee a successful partnership was forged between jurisdictions bordering Shenandoah and the various conservation organizations and businesses associated with the park. These groups shared the mission of inspiring the public to value the park and region's resources in the Blue Ridge Mountains and infusing surrounding communities in the Shenandoah Valley and Virginia Piedmont with a sense of ownership and pride in the park and region. We believe we accomplished this mission.

On May 24, 2012, approximately 140 representatives of local government, conservation groups, and support organizations came together to chart the future of the park and its relationships. One of the needs identified during the workshop was for communities to continue working together to strengthen ties with the park. The Anniversary Committee has further developed this concept into Celebrate Shenandoah, a group forming to continue this effort.

As the attached bylaws indicate, the organization will include representatives of the park, each of the jurisdictions that border it, various conservation and partner associations, and outlying jurisdictions impacted by the park. Through this effort, we hope to maintain and strengthen the bonds that have been formed so that we can work on issues of mutual interest and help the region prosper and grow.



# CELEBRATE SHENANDOAH GROUP

## Committee Member Appointment

---

Locality/Organization: Nelson County

Category Level: Two

### APPOINTMENT #1

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

Mailing Address: \_\_\_\_\_

Daytime Telephone: \_\_\_\_\_ Evening Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

### APPOINTMENT #2

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

Mailing Address: \_\_\_\_\_

Daytime Telephone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please Return This Form To:  
Celebrate Shenandoah Group  
Attn. Doug Stanley  
220 North Commerce Avenue, Suite 100  
Front Royal, Virginia 22630

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NOV 19 2012

COUNTY ADMINISTRATOR'S  
OFFICE

**ARTICLES OF ORGANIZATION**  
**Celebrate Shenandoah Group**

**ARTICLE ONE**

**MISSION**

The mission of the Celebrate Shenandoah Group is to inspire the public to value Shenandoah National Park and the region's resources in Shenandoah's Blue Ridge Mountains and infuse surrounding communities in the Shenandoah Valley and Virginia Piedmont with a sense of ownership and pride in the Park and region.

**ARTICLE TWO**

**MEMBERS**

- (1) Category One Members:  
Shenandoah National Park
  
- (2) Category Two Members:  
Albemarle County  
Augusta County  
Greene County  
Madison County  
Nelson County  
Page County  
Rappahannock County  
Rockingham County  
Warren County
  
- (3) Category three Members:  
Aramark  
National Parks Conservation Association  
Piedmont Environmental Council  
Potomac Appalachian Trail Club  
Shenandoah National Park Association  
Shenandoah National Park Trust  
Shenandoah Valley Travel Association  
Valley Conservation Council  
Virginia Tourism Corporation  
City of Harrisonburg  
City of Charlottesville  
City of Staunton

One member appointed by each organization.

**Category Four Members:**

One member appointed by each member jurisdiction that lay just outside those counties that border on Shenandoah National Park. Category Four Members shall be non-voting members.

Section 2. General Powers. The affairs of the Celebrate Shenandoah Group shall be managed by its Representative Committee. Members need not be residents of the Commonwealth of Virginia.

Section 3. Number, Tenure, and Qualifications. The Committee Members shall hold office for a term of two (2) years, beginning \_\_\_\_\_, 2012. Committee Members shall serve until a successor has been appointed. All powers of the Celebrate Shenandoah Group delegated to the Representative Committee may be exercised by or under the authority of the Representative Committee.

Section 4. Regular Meetings. A regular meeting of the Representative Committee shall be held without any other notice than their Bylaws on the \_\_\_\_\_ unless it is a legal holiday, then said meeting shall be held on the next business day. Regular meetings shall be held at a location within the member communities on a rotating basis. The Representative Committee may provide, by resolution, the time and place for holding additional regular meetings without other notice than such resolution. Additional regular meetings shall be held at a location within the member communities in the absence of any designation in the resolution.

## ARTICLE FOUR

### OFFICERS AND COMMITTEES

Section 1. The Officers of the organization shall consist of a Chair, Vice-Chair, Secretary, and Treasurer.

Section 2. Chair: The Chair shall preside at all meetings of the Celebrate Shenandoah Group. The Chair shall determine the location of regular and special meetings.

Section 3. Vice-Chair: During absence or disability of the Chair, the Vice-Chair shall exercise all functions of the Chair.

Section 4. Secretary: The Secretary shall issue notices for all meetings and shall keep the minutes of all meetings.

Section 5. Treasurer: The Treasurer shall have the custody of all moneys and securities of the Celebrate Shenandoah Group and shall keep regular books on account. He/she shall disburse funds of the Celebrate Shenandoah Group in payment of the just demands against the Celebrate Shenandoah Group or as may be ordered by the Representative Committee, taking proper vouchers for such disbursements, and shall render to the Representative Committee from time to time as may be required of him/her, an account of all his transactions as Treasurer and of the financial conditions to his office or that are properly required of him by the Representative Committee.

Section 6. Election of Officers:

(a) Officers shall be elected by a majority vote of the appointed members of the Representative Committee at the first regular meeting of the calendar year.

Section 4. Gifts. The Representative Committee may accept on behalf of the Celebrate Shenandoah Group any contribution, gift, bequest, or devise for any purpose of the Celebrate Shenandoah Group.

#### ARTICLE SIX

##### PROJECTS

A five-year strategic plan to include economic development, health of the region, tourism and marketing, community engagement will be developed. An annual work plan may be developed to provide project direction.

#### ARTICLE SEVEN

##### BOOKS AND RECORDS

The Celebrate Shenandoah Group shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Representative Committee and committees having and exercising any of the authority of the Representative Committee. All books and records of the Celebrate Shenandoah Group may be inspected by any member, or its agent or attorney, for any proper purpose at any reasonable time.

#### ARTICLE EIGHT

##### FISCAL YEAR

The fiscal year of the Celebrate Shenandoah Group shall begin on the 1<sup>st</sup> day of July in each year and end at midnight on the last day of June.

#### ARTICLE NINE

##### WAIVER OF NOTICE

between their own respective individual interests and the interest of the Celebrate Shenandoah Group in any and all actions taken by them on behalf of the Celebrate Shenandoah Group in their respective capacities and that they shall comply with all the prohibited conduct, prohibited contracts and prohibited conduct relating to transactions portions of the Virginia State and Local Governmental Conflict of Interest Act, Sections 2.2-3103 through 2.2-3112 of the code of Virginia as amended.

In the event that any member of the Representative Committee, or executive of the Celebrate Shenandoah Group shall have any direct or indirect interest in or relationship with any individual or organization which proposes to enter into any transaction with the Celebrate Shenandoah Group for the sale, purchase, lease, or rental of property or to render or employ services, personal or otherwise, said officer, member, or executive shall forthwith give the Representative Committee of the Celebrate Shenandoah Group notice of such interest or relationship and shall thereafter refrain from voting or otherwise attempting to exert any influence on the Celebrate Shenandoah Group to affect its decision to participate or not participate to such transactions.

ARTICLE TWELVE

DATE OF ADOPTION

These Articles of Organization are adopted December 16, 2012, and become effective as of \_\_\_\_\_, 2012.

Attest: \_\_\_\_\_