

October 2, 2020
01:07 PM

Grayson County
Check Register By Check Date

Page No: 1

Range of Checking Accts: 100GENERAL to 100GENERAL Range of Check Dates: 09/11/20 to 10/08/20
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
100GENERAL					
205455	09/15/20	AFLAC005 Aflac	167.65		1154
205456	09/15/20	ANTH0010 Anthem - Health	7,249.88		1154
205457	09/15/20	ANTH0015 Anthem - Dental	421.10		1154
205458	09/15/20	BOST0005 Boston Mutual Life Ins Co	25.87		1154
205459	09/15/20	DSSFL005 DSS FLOWER FUND	57.68		1154
205460	09/15/20	GRAY0105 Grayson Co Treasurer's Office	275.46		1154
205461	09/15/20	MINNE005 Minnesota Life	126.74		1154
205462	09/15/20	NACOD005 NACO DEFERRED COMPENSATION	1,090.00		1154
205463	09/15/20	NTALI005 NTA LIFE	99.97		1154
205464	09/15/20	SKYLI005 SKYLINE NATIONAL BANK	487.00		1154
205465	09/15/20	UNIT0010 United Way SOUTHWEST, VA.	12.75		1154
205466	09/15/20	VAAS0015 VACORP	89.95		1154
205467	09/15/20	VACU0005 VA CREDIT UNION, INC	266.30		1154
205468	09/15/20	WASHI010 WASHINGTON NATIONAL	82.69		1154
205469	09/25/20	APPAL005 Appalachian Power	0.00	09/25/20 VOID	0
205470	09/25/20	APPAL005 Appalachian Power	4,448.95		1159
205471	09/25/20	BAYW0015 Baywood Rescue Squad, Inc.	2,332.00		1159
205472	09/25/20	CENT0015 Century Link	236.85		1159
205473	09/25/20	CINTA005 Cintas Corp, #532	402.40		1159
205474	09/25/20	CITY0010 City Of Galax	15,549.97		1159
205475	09/25/20	CRAIG005 CRAIGS FIREARM SUPPLY, INC.	787.19		1159
205476	09/25/20	DIVIS005 DIVISION OF CONSOLIDATED LABS	187.61		1159
205477	09/25/20	FLEET005 Fleetpride	566.62		1159
205478	09/25/20	FOODC005 Food City, Store #866	1,725.32		1159
205479	09/25/20	GOODY005 GOODYEAR COMMERCIAL TIRE	2,316.73		1159
205480	09/25/20	HEALT005 Health Equity	47.40		1159
205481	09/25/20	HIGHC010 High Country Services	1,713.18		1159
205482	09/25/20	HOMED005 Home Depot Usa. Inc.	5,795.91		1159
205483	09/25/20	JDPOW005 JD POWER	167.69		1159
205484	09/25/20	KRISTO20 Wards Landscaping and Lawn Car	6,135.00		1159
205485	09/25/20	MANSF005 Mansfield Oil Company	0.00	09/25/20 VOID	0
205486	09/25/20	MANSF005 Mansfield Oil Company	5,707.39		1159
205487	09/25/20	MTR00020 Mt Rogers Planning Dist Comm	6,525.00		1159
205488	09/25/20	MTR00020 Mt Rogers Planning Dist Comm	482.80		1159
205489	09/25/20	NEWRO030 New River Valley Reg Jail	63,115.95		1159
205490	09/25/20	OMNIO10 OMNILINK SYSTEMS TX	280.00		1159
205491	09/25/20	PAPER005 Paper Clip	0.00	09/25/20 VOID	0
205492	09/25/20	PAPER005 Paper Clip	1,002.40		1159
205493	09/25/20	PITNE010 PITNEY BOWES RESERVE ACCOUNT	500.00		1159
205494	09/25/20	PROF0010 Professional Networks, Inc	300.00		1159
205495	09/25/20	SANDS005 Sands Anderson Pc	3,287.00		1159
205496	09/25/20	SUSA0020 Susan Hodges	89.70		1159
205497	09/25/20	THEGA010 THE GAZETTE/DECLARATION	158.54		1159
205498	09/25/20	THEGAZ The Gazette	139.90		1159
205499	09/25/20	TOWN0010 TOWN OF INDEPENDENCE	185.83		1159
205500	09/25/20	USCELO05 Us Cellular	505.06		1159
205501	09/25/20	VAAS0015 VACORP	0.00	09/25/20 VOID	0
205502	09/25/20	VAAS0015 VACORP	14,111.26		1159
205503	09/25/20	VADEP005 Va Dept Of Motor Vehicles	1,900.00		1159
205504	09/25/20	VERIZ010 Verizon wIreless (PSA)	120.07		1159
205505	09/25/20	XEROX005 Xerox Corporation	310.42		1159
205506	09/30/20	AFLAC005 Aflac	167.65		1162
205507	09/30/20	ANTH0010 Anthem - Health	7,249.88		1162
205508	09/30/20	ANTH0015 Anthem - Dental	421.10		1162
205509	09/30/20	BOST0005 Boston Mutual Life Ins Co	25.87		1162

205510	09/30/20	DSSFLO05	DSS FLOWER FUND	57.68		1162
205511	09/30/20	GRAY0105	Grayson Co Treasurer's Office	275.46		1162
205512	09/30/20	MINNE005	Minnesota Life	123.64		1162
205513	09/30/20	NACOD005	NACO DEFERRED COMPENSATION	1,090.00		1162
205514	09/30/20	NTALI005	NTA LIFE	99.97		1162
205515	09/30/20	SKYLI005	SKYLINE NATIONAL BANK	487.00		1162
205516	09/30/20	UNIT0010	United way SOUTHWEST, VA.	12.75		1162
205517	09/30/20	VAAS0015	VACORP	82.83		1162
205518	09/30/20	VACU0005	VA CREDIT UNION, INC	266.30		1162
205519	09/30/20	WASHI010	WASHINGTON NATIONAL	82.69		1162
205520	09/30/20	AFLAC005	Aflac	1,036.17		1164
205521	09/30/20	AMER0010	American Heritage Life Ins Co	73.77		1164
205522	09/30/20	ANTH0010	Anthem - Health	52,086.94		1164
205523	09/30/20	ANTH0015	Anthem - Dental	3,430.87		1164
205524	09/30/20	BOST0005	Boston Mutual Life Ins Co	773.39		1164
205525	09/30/20	GRAY0105	Grayson Co Treasurer's Office	1,019.34		1164
205526	09/30/20	GRAY0105	Grayson Co Treasurer's Office	1,341.20		1164
205527	09/30/20	INGO0005	Ing	200.00		1164
205528	09/30/20	MINNE005	Minnesota Life	572.01		1164
205529	09/30/20	UNIT0010	United way SOUTHWEST, VA.	20.00		1164
205530	09/30/20	VAAS0015	VACORP	416.68		1164
205531	10/08/20	ADAMS005	Adams Building Supply	31.95		1168
205532	10/08/20	APPAL005	Appalachian Power	689.28		1168
205533	10/08/20	ARCET005	ARC 3 GASES	79.36		1168
205534	10/08/20	BAYW0015	Baywood Rescue Squad, Inc.	2,663.55		1168
205535	10/08/20	BKTUN005	Bkt Uniforms	1,342.65		1168
205536	10/08/20	BLUE0025	Blue Ridge Parkway Association	375.00		1168
205537	10/08/20	BLUER045	BLUE RDG DISCOVERY CNTR, INC	15,000.00		1168
205538	10/08/20	BRCED005	Brceda	35,560.00		1168
205539	10/08/20	CALL0005	Call One Inc	2,639.51		1168
205540	10/08/20	CARQU005	Carquest Of Alleghany	449.38		1168
205541	10/08/20	CARR0020	Carroll-Grayson-Galax Solid wa	34,462.55		1168
205542	10/08/20	CENTU005	Century Link	2,667.38		1168
205543	10/08/20	CHARL130	Charles A Yonce	1,650.00		1168
205544	10/08/20	CHEST005	Chestnut Ck School Of The Arts	4,500.00		1168
205545	10/08/20	CINTA005	Cintas Corp, #532	809.27		1168
205546	10/08/20	CRAIG005	CRAIGS FIREARM SUPPLY, INC.	195.88		1168
205547	10/08/20	DELL0005	Dell	14,489.90		1168
205548	10/08/20	DEPAR005	Department Of Forestry	11,830.50		1168
205549	10/08/20	DODS0005	Dodson Pest Control	37.00		1168
205550	10/08/20	ENTER010	Enterprise WAS, LLC dba DSLRP0	4,999.93		1168
205551	10/08/20	EVIDE005	Evident Crime Scene Products	1,167.00		1168
205552	10/08/20	FEEDI005	Feeding American Southwest Va	26,000.00		1168
205553	10/08/20	FITZG005	Fitzgerald Peterbilt II, LLC	169.20		1168
205554	10/08/20	FLEET005	Fleetpride	487.77		1168
205555	10/08/20	FOXCRO05	Fox Creek Trucking	10,126.25		1168
205556	10/08/20	GALAX010	Galax Veterinary Clinic	251.80		1168
205557	10/08/20	GALLS005	GALLS, LLC	1,222.33		1168
205558	10/08/20	GAZET005	Gazette Press, Inc	2,473.50		1168
205559	10/08/20	GOODW005	Goodwill Grange	6,000.00		1168
205560	10/08/20	GOODY005	GOODYEAR COMMERCIAL TIRE	2,507.55		1168
205561	10/08/20	GRAIN010	Grainger	33.75		1168
205562	10/08/20	GRAY0055	Grayson Co School Board	0.00	10/08/20 VOID	0
205563	10/08/20	GRAY0055	Grayson Co School Board	3,241.62		1168
205564	10/08/20	GRAY0060	Grayson Co Sheriff'S Office	758.98		1168
205565	10/08/20	GRAYS035	GRAYSON COUNTY HIGH SCHOOL	45.00		1168
205566	10/08/20	GUYNN005	Guyann,Wadde11,Carroll,Lockaby	320.00		1168
205567	10/08/20	HICOK005	Hickok, Brown & Company CPA'S	11,500.00		1168
205568	10/08/20	HIGHC005	High Country Springs, Llc	55.00		1168
205569	10/08/20	HILLS005	Hill Studio Pc	255.45		1168
205570	10/08/20	HURTP005	HURT & PROFFITT	590.00		1168
205571	10/08/20	INDE0015	Independence Tire Co	56.07		1168

205572	10/08/20	KIMBA010 KIMBALL MIDWEST	429.47		1168
205573	10/08/20	LEONA005 Leonard's Copy Systems, Inc	349.00		1168
205574	10/08/20	MANSF005 Mansfield Oil Company	3,785.05		1168
205575	10/08/20	MGLPR005 MGL Printing Solutions	213.00		1168
205576	10/08/20	MIDAT005 Mid-Atlantic Waste Systems	638.40		1168
205577	10/08/20	MTR00010 Mt Rogers Christmas Tree Assoc	1,026.48		1168
205578	10/08/20	MTR00020 Mt Rogers Planning Dist Comm	956.60		1168
205579	10/08/20	NET3T005 Net3 Technology, Inc.	997.33		1168
205580	10/08/20	NTAIN005 Nta, Inc.	119.22		1168
205581	10/08/20	NWCDI005 Nwcd, Inc	1,769.97		1168
205582	10/08/20	OLIVE005 Oliver's Towing, LLC.	65.00		1168
205583	10/08/20	ONEON005 One On One Literacy Program	3,000.00		1168
205584	10/08/20	PAPER005 Paper Clip	0.00	10/08/20 VOID	0
205585	10/08/20	PAPER005 Paper Clip	2,821.94		1168
205586	10/08/20	PEACE005 Peace Of Mind Counseling	675.00		1168
205587	10/08/20	PENNC005 PennCare	5,344.10		1168
205588	10/08/20	PHYLL010 PHYLLIS R. PRICE	59.40		1168
205589	10/08/20	PIED0010 Piedmont Truck Center, Inc	7,734.12		1168
205590	10/08/20	PIEDM005 Piedmont Peterbilt, Llc	161.32		1168
205591	10/08/20	PLUMB005 Plumbmaster, Inc	656.91		1168
205592	10/08/20	PRINC005 PRINCETON MACHINERY SERVICE, I	2,341.00		1168
205593	10/08/20	PROF0010 Professional Networks, Inc	35.00		1168
205594	10/08/20	PROFE010 PROFESSIONAL COMM	3,412.08		1168
205595	10/08/20	RIXEY005 Rixey's Market	22.99		1168
205596	10/08/20	ROBSB005 ROBS BODY & FRAME SHOP	1,911.93		1168
205597	10/08/20	SECUR010 SECURITY SCALE	1,411.80		1168
205598	10/08/20	SHELT005 Shelton Key&Lock,Ultimate Towi	150.00		1168
205599	10/08/20	SHUPE005 SHUPES HEAT & AIR	4,988.50		1168
205600	10/08/20	SNAPO020 Snap On Tools	1,350.50		1168
205601	10/08/20	SOUTH030 Southwest Soils, Inc.	60.00		1168
205602	10/08/20	SPRIN005 Spring Valley Graphics	84.00		1168
205603	10/08/20	STON0010 Stonewall Technologies	275.63		1168
205604	10/08/20	SUNT0010 Suntrust Bank	0.00	10/08/20 VOID	0
205605	10/08/20	SUNT0010 Suntrust Bank	14,830.07		1168
205606	10/08/20	THEAR005 The Arts Council	9,000.00		1168
205607	10/08/20	THOMP005 Thompson and Litton	454.00		1168
205608	10/08/20	TOWN0010 TOWN OF INDEPENDENCE	1,036.15		1168
205609	10/08/20	TOWN0020 Town Of Troutdale - Water	427.50		1168
205610	10/08/20	TRANS005 Transcourse	358.63		1168
205611	10/08/20	TREAS025 TREASURER OF VIRGINIA	1,460.85		1168
205612	10/08/20	TRICO005 Tri-County Glass, Inc	2,318.33		1168
205613	10/08/20	TWIN0015 Twin County E-911 Reg. Comm.	15,593.34		1168
205614	10/08/20	UNIFI005 Unifirst Corporation	101.87		1168
205615	10/08/20	USCEL005 Us Cellular	1,231.94		1168
205616	10/08/20	VAAS0015 VACORP	0.00	10/08/20 VOID	0
205617	10/08/20	VAAS0015 VACORP	2,319.01		1168
205618	10/08/20	VADEP005 Va Dept Of Motor Vehicles	1,025.00		1168
205619	10/08/20	VIRG0035 virginia Tech - Bursar's Offic	2,375.00		1168
205620	10/08/20	WATT0005 D's Trophies	80.03		1168
205621	10/08/20	WINZE005 WINZER FRANCHISE COMPANY	253.92		1168
205622	10/08/20	WYTH0010 wytheville Community College	18,951.35		1168
205623	10/08/20	WYTHE005 wythe-Grayson Regional Library	100.00		1168
205624	10/08/20	XEROX005 Xerox Corporation	198.74		1168
205625	10/08/20	ALLIS025 Allison Anderson	130.00		1169
205626	10/08/20	APPALO20 Appalacian Power (ASAP)	200.00		1169
205627	10/08/20	CENT0010 Century Link (ASAP)	51.95		1169
205628	10/08/20	COMM0015 Commission On Vasap	660.94		1169
205629	10/08/20	DONNA015 Donna B. Hill	200.20		1169
205630	10/08/20	ELAVO005 ELAVON	206.58		1169

205631	10/08/20	JAVIE005	Javier Montanez	75.00	1169
205632	10/08/20	KATHR010	Clover Sheehan	960.96	1169
205633	10/08/20	KISER005	Kiser Computer Consulting, Llc	450.00	1169
205634	10/08/20	SCOTT010	SCOTT E MORRIS	45.00	1169
205635	10/08/20	TOWN0015	Town Of Marion	100.00	1169

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	173	8	546,776.83	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>173</u>	<u>8</u>	<u>546,776.83</u>	<u>0.00</u>

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	173	8	546,776.83	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>173</u>	<u>8</u>	<u>546,776.83</u>	<u>0.00</u>

Grayson County Board of Supervisors
Regular Meeting
October 8, 2020

Members attending in person: Kenneth R. Belton, Brenda R. Sutherland, Michael S. Hash and John S. Fant. Thomas R. Revels attended by teleconference/zoom under the remote participation policy due to being quarantined because of COVID-19

Staff attending in person: William L. Shepley and Mitchell L. Smith

IN RE: ORDINANCE- CONTINUITY OF GOVERNMENT FOR GRAYSON COUNTY

Stephen V. Durbin, Attorney with Sands Anderson PC, attended the meeting by teleconference and explained the draft ordinance (listed below) of alternative ways of meeting per the Code of Virginia for the next six (6) months. Mr. Durbin explained there are two (2) options: 1-adopt as an emergency ordinance then advertise the public hearing within sixty (60) days or 2-hold a public hearing then adopt the ordinance. Supervisor Fant made the motion for option one (1) adopt as an emergency ordinance then advertise the public hearing within sixty (60) days; duly seconded by Supervisor Hash. Motion carried 5-0. Mr. Durbin then exited the call.

**ORDINANCE
OF THE COUNTY OF GRAYSON, VIRGINIA
INSTITUTING EMERGENCY PROCEDURES
TO ENSURE CONTINUITY OF COUNTY GOVERNMENT
IN RESPONSE TO COVID-19 DISASTER.**

AN ORDINANCE OF THE GRAYSON COUNTY BOARD OF SUPERVISORS
INSTITUTING EMERGENCY PROCEDURES TO ENSURE CONTINUITY OF COUNTY
GOVERNMENT IN RESPONSE TO THE COVID-19 DISASTER.

WHEREAS, on January 31, 2020, the United States Health and Human Services Secretary declared a public health emergency for the entire United States to aid the healthcare community in responding to the novel coronavirus or "COVID-19"; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States found and proclaimed that the COVID-19 outbreak in the United States constituted a national emergency and this outbreak continues to be a national emergency; and

WHEREAS, on March 12, 2020, by Executive Order No. 51, Governor Ralph S. Northam declared a state of emergency in the Commonwealth of Virginia due to the spread of the COVID-19 virus, and declared the anticipated effects of COVID-19 to be a disaster within the meaning of Virginia Code Section 44-146.16; and

WHEREAS, on May 26, 2020, by Amended Executive Order No. 51, Governor Northam declared that a state of emergency continued to exist due to the potential spread of COVID-19 and "again direct[ed] state and local governments to continue to render appropriate assistance to prepare for this event, to alleviate any conditions resulting from the situation, and to implement recovery and mitigation operations and activities"; and

WHEREAS, such "recovery and mitigation operations and activities" must be adaptable to local situations and circumstances, and account for local emergencies, such as local community spread and emerging local hotspots; and

WHEREAS, these local emergencies may necessitate stricter public health standards than the Governor requires or may require local governing bodies to meet remotely in certain areas of the Commonwealth in order to maintain public health and safety; and

WHEREAS, on July 1, 2020, Governor Northam, by Executive Order No. 67, instituted "Phase Three", which continues to be in place; and

WHEREAS Executive Order No. 67 continued to recognize the public health emergency in Virginia from the spread of the COVID-19 virus, continued to impose stringent measures to combat the spread of COVID-19, and reaffirmed earlier executive orders involving the health emergency created by the COVID-19 pandemic; and

WHEREAS Executive Order No. 67 requires all places where the public may gather to enforce appropriate social distancing measures between individuals, keeping them at least six feet apart, and requiring all individuals to wear appropriate face coverings over their mouth and nose; and

WHEREAS the Virginia Freedom of Information Act, Virginia Code Section 2.2-3700 *et seq.*, requires the public to have continued access to the meetings of public bodies; and

WHEREAS in certain circumstances such access may only be possible, given the space limitations required to enforce appropriate social distancing, where public bodies include options for virtual participation in public meetings; and

WHEREAS in person access to meetings will not be safe for individuals and members of governing bodies where those individuals have pre-existing conditions, are immunocompromised, or are in a high-risk category for death or serious complications due to COVID-19; and

WHEREAS, on March 17, 2020, the County's Director of Emergency Management issued, pursuant to Virginia Code Section 44-146.14 a Declaration of Emergency in the County due to the spread of COVID-19; and

WHEREAS, the Board confirmed or ratified the local Declaration of Emergency on April 1, 2020, and hereby finds and Declares that the local emergency continues to exist. The Board further finds that such ongoing emergency constitutes a "disaster" within the meaning of Virginia Code Section 15.2-1413; and

WHEREAS, the Board understands and acknowledges that the public health threat posed by COVID-19 constitutes a real and substantial danger to persons in the County of Grayson; that the limitations on physical assembly of persons are urgently necessary to protect the public health; and that the Board and other County boards, commissions, and public bodies must conduct themselves accordingly; and

WHEREAS, compliance with the limitations on physical assembly occasioned by the COVID-19 public health crisis may make it difficult or impossible for the Board and other public bodies to safely physically assemble to conduct meetings and hold public hearings in accordance with ordinarily applicable procedures in their current facilities; and

WHEREAS, Virginia Code Section 44-146.21 provides that a local director of emergency management or any member of a governing body in the absence of the director may upon the declaration of a local emergency "proceed without regard to time-consuming procedures and formalities prescribed by law (except mandatory constitutional requirements) pertaining to the performance of public work"; and

WHEREAS, Virginia Code Section 15.2-1413 authorizes any locality, by ordinance, to provide for methods to assure continuity in its government in the event of a disaster such as that created by the spread of COVID-19; and

WHEREAS, the Board of Supervisors of Grayson County is aware of the Opinion of the Attorney General issued March 20, 2020 and intends to act consistently therewith in the adoption of this Ordinance; and

WHEREAS, the Board of Supervisors of Grayson County is aware of the Opinion of the Attorney General issued October 5, 2020 and will make every reasonable effort in the present declared state of emergency to comply with all relevant state law requirements for governing bodies, including requirements specified under the Virginia Freedom of Information Act (VFOIA), notwithstanding the County's inherent authority under Virginia Code Section 15.2-1413 *et seq.*

NOW, THEREFORE, BE IT ORDAINED by the Board of Supervisors of the County of Grayson, Virginia (the "Board"):

1. That the COVID-19 pandemic may make it unsafe to assemble in one location a quorum for public entities including the Board, the School Board, the Planning Commission, the Economic Development Authority and all local and regional boards, commissions, committees, and authorities created by the Board or to which the Board appoints all or a portion of its members ("Public Entities") and further may make it unsafe to conduct meetings of the foregoing entities in accordance with normal practices and procedures, and therefore, in accordance with Virginia Code Section 15.2-1413, the following emergency procedures are hereby instituted to ensure continuity of government during the pendency of the COVID-19 disaster:
 - a. Any process, procedure, matter, or transaction which typically allows for the physical presence of the public in a County or School building that has been declared or in the future is declared to be closed to the public during the pendency of the Emergency Declaration is hereby suspended unless conducted in accordance with this ordinance or other provision of law.
 - b. The County Administrator is authorized to take actions objectively reasonable and necessary in the public health interest to alter schedules, arrange for alternative procedures consistent with this ordinance, provide programming, pay bills, engage contractors, hire employees, set and manage a succession plan effective in the event of unavailability of staff, adjust administrative processes and procedures to address the disaster, all in keeping with the U.S. Centers for Disease Control and Virginia Department of Health guidance/directives, and consistent with State and Local Declarations of Emergency.
 - c. Any meetings required and agenda items scheduled or proposed to be considered by the Board and other County boards, commissions, authorities and other Public Entities, for the duration of the local emergency but not to exceed six (6) months from the date of adoption of this ordinance, are deemed postponed and continued and extensions therefor are hereby ordered unless the Public Entity takes action on the item during that time following the alternative procedures described herein. This postponement of deadlines and actions shall include without limitation those items for which applicable law requires an affirmative action to be taken within a particular time with failure to act deemed approval. The provisions of this section shall also apply to matters postponed as a result of the COVID-19 pandemic prior to adoption of this Ordinance.
 - d. In the reasonable judgement of and at the discretion of the Board or other Public Entity, especially where community spread exists, emerging local hotspots exist, or members of that Board or Public Entity are at high risk for serious or fatal complications from a COVID-19 infection due to pre-existing conditions, diabetes, obesity, advanced age, or other similar condition, meetings of the Board or other Public Entity may be held through electronic communication without a quorum of members physically present in a single location, provided that the public is given notice of such electronic meeting contemporaneously with the notice given to members of the Public Entity, and alternative measures are made to ensure public

access by electronic or other remote means. At such a meeting held through electronic communication, the Public Entity may consider any item of business which said entity deems essential to the continuity of government or is appropriate for the continuity of the work of the Public Entity.

- e. Meetings of the Board or other Public Entity may be held with any number of the members of the Public Entity physically assembled or participating electronically, without members of the public being physically assembled in the same physical location as the members of the Public Entity if, in the judgment of said entity, such assembly would unacceptably endanger the health and safety of more susceptible

participants, would not allow symptomatic individuals to participate, and would not permit best practices to prevent the spread of COVID-19, including appropriate social distancing measures, provided that the public is given notice that physical attendance by members of the public will be limited to permit protective measures to prevent spread of COVID-19, and further provided that alternative measures are made to ensure additional public access by electronic or other remote means. At such a meeting held with the help of electronic communication, the Public Entity may consider any item of business which said entity deems essential to the continuity of government or is appropriate for the continuity of the work of the Public Entity.

- f. For meetings held electronically, pursuant to Virginia Code Section 2.2-3708.2(A)(1) and (A)(2), any matters which may properly come before the entity may be considered.
- g. Meetings under subsections (d) and (f) may be held with limited attendance of members of the public being physically present in a single location or in the same physical location as any of the Public Entity members, so long as alternative arrangements for public access to such meetings are made. Such alternative public access may be electronic, including but not limited to audio, telephonic, or video broadcast.
- h. For any matter considered by the Board or other Public Entity during the pendency of the local emergency which typically requires open doors, public attendance or public participation by law, such requirements are hereby altered and may be met by electronic, telephonic, and/or written means by the Public Entity, which may meet electronically or in person or in some combination thereof as circumstances may permit or require.
- i. For any matter considered also requiring public comment or hearing, such will be allowed, solicited or received by the Public Entity by electronic, telephonic, and/or written means prior to the vote on such matter. All such comments will be heard by or provided to the members of the Public Entity and made a part of the record of such meeting.
- j. Notices of meetings will be provided by email directly to those who have elected in writing in the previous calendar year to receive such notices under the Virginia Freedom of Information Act, and if practicable, will also be provided on the County website and by other means selected by the County Administrator. To the extent practicable, notices will also be provided as otherwise provided by general law.

k. The minutes of all meetings undertaken under alternative meeting procedures in Section 1 of this Ordinance shall conform to the requirements of law, identify how the meeting was conducted, members participating, and specify what actions were taken at the meeting. The Public Entity may approve minutes of a meeting conducted under alternative meeting procedures at a subsequent meeting conducted under

alternative meeting procedures and shall later approve all such minutes at a regular or special meeting after the emergency and disaster has ended.

2. Any and all meetings or actions taken by the Board or any Public Entity using the alternative procedures previously adopted by the Board by emergency Ordinance dated April 1, 2020 and May 14, 2020 are hereby ratified and confirmed. The emergency Ordinances previously adopted on April 1, 2020 and May 14, 2020 are hereby superseded by this Ordinance. The Board specifically finds that the continuous nature of the emergency described herein means that the state of emergency has not concluded. Therefore, due to the nature of the emergency, the Board confirms and declares the emergency to be ongoing and reaffirms the necessity for this emergency Ordinance.

3. That the provisions in Section 1 of this Ordinance shall be in effect until repealed by this Board or for a period not exceeding six months from the date of adoption of this Ordinance, whichever comes first. This Ordinance may be amended as provided herein or by general law. Upon repeal or expiration of this Ordinance, the matters referenced herein shall resume operation in accordance with normal practices and procedures.

4. This ordinance shall be effective upon adoption.

This Ordinance was duly adopted this _____ of _____, 2020

Member	Vote
Kenneth R. Belton	_____
Michael S. Hash	_____
Thomas R. Revels	_____
John S. Fant	_____
Brenda R. Sutherland	_____

I, Kenneth R. Belton, hereby attest that this is a true and accurate copy of said Ordinance.

Kenneth R. Belton, Chair
Grayson County Board of Supervisors

I, William L. Shepley, hereby attest that this is a true and accurate copy of said Ordinance.

William L. Shepley, Clerk
Grayson County Board of Supervisors

IN RE: PRESENTATIONS OR REQUESTS

Mr. Jonathan Luper, Director of Grayson County Public Works – Plastics Update
Mr. Luper addressed the Board of Supervisors and made a plea for the public to separate plastics and **only bring jugs and bottles** with the #1 and #2 symbol – no other

plastics will be accepted (food containers, etc). There can be no exceptions, or it may jeopardize our plastics recycling program. Supervisor Fant asked Mr. Carl Caudill to make a video on explaining this and place the video on Facebook and asked Mr. Luper contact the local paper and ask them to write an article on this.

Mr. Jeff Miller – Grayson Glow Update: Mr. Miller addressed the Board and has a bill of \$24,000 for the remainder of the lights. Mr. Miller also read a letter from a new resident in Fries, Virginia. Donations are still coming in but more is needed especially since the pandemic hit and all the fundraisers had to be cancelled. Grayson Glow needs approximately \$4,000 to pay for this year's lights. Mr. Miller then explained that the Town of Independence will be buying a capsule and they will be putting together a time capsule. It will be buried on the lawn of the 1908 on December 31, 2020 and in 50 years on December 31, 2070, the capsule will be dug up and opened. Envelopes will be brought to County Administration for the Board of Supervisors to place items in to contribute to the capsule. Approval was given from the 1908 Courthouse Foundation to bury the capsule on the grounds of the 1908 Courthouse. Mr. Miller noted the Town will have electricity run to the lot across from the Farmers Market lot and will have it lit up for the different holidays along with participating in the LOVE Virginia. Christmas will have a 20' Peace on Earth that will be placed on the 1908 Courthouse lawn. This year's theme is Let There Be Peace on Earth - it's still undecided if a parade will take place this year or not but the Christmas Tree Lighting Ceremony will take place either Friday night or Saturday night after Thanksgiving. The Farmers Market will be open the Friday after Thanksgiving. Supervisor Revels inquired if money is given to the Town of Independence for Grayson Glow, would the Board also allocate funds for the other towns so that it could be a county wide thing? Mr. Shepley then noted that the County did that last year.

IN RE: PUBLIC HEARING

- PUBLIC HEARING ON THE PROPOSED AMENDMENTS TO THE COUNTY OF GRAYSON'S BUDGET FOR FY 2021 – RESTRICTED FUNDS

Supervisor Hash made the motion to open the public hearing; duly seconded by Supervisor Fant. Motion carried 5-0. With no one signed up to speak, Mrs. Leesa Gayheart, Director of Finance, summarized the amendment stating that this is due to the second round of the CARES Act Funding which can't be used until it's approved and appropriated by the Board of Supervisors. This money is restricted and can only be used for COVID-19 related expenses. Supervisor Hash made the motion to close the public hearing; duly seconded by Supervisor Revels. Motion carried 5-0. Supervisor Sutherland made the motion to approve the amendment; duly seconded by Supervisor Hash. Motion carried 5-0.

IN RE: OLD BUSINESS

▪ COMCAST FRANCHISE AGREEMENT

Mr. Shepley read the answers to the questions the Board had asked the Comcast representative, Andres Celedon, and noted this agreement (listed below) needs action taken on it tonight. Mr. Shepley noted Mr. Celedon's responses are as follows: Galax Store reopening – unfortunately the Galax location will be closing permanently due to a multitude of factors with the primary reason being that the store was not generating much revenue as upwards of 70% of the transactions in the store were payments and they have shifted their model to have their physical location be more of a retail store than a support center. Payment transactions can be done online (where if the customer signs up for auto pay, they will receive a discount on their bill), at any Western Union or Walmart Money Services location, or via mail. Additionally, equipment returns can be done at any UPS location at no charge. The Grayson County network history and expansion – the original network was constructed circa 1975 by Cablentertainment of West Virginia, which transferred ownership to Better Entertainment in 1986, which then transferred ownership to Adelphia in 1989. Comcast took ownership in 2006 when they acquired some of Adelphia's assets in 2006. Since they have upgraded the network to provide the Xfinity X1 video platform and residential internet speeds of up to 15 Mbps. Currently, there are no long-term plans for expansion, though they are willing to sit down with the Cuntly to explore potential buildout to know areas in need especially as part of an application for the 2021 VATI grant. Supervisor Fant made the motion to approve the agreement; duly seconded by Supervisor Revels. Motion carried 5-0.

Franchise Agreement

between

Grayson County, Virginia

and

*Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North
Carolina/Virginia/Vermont, LLC*

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AGREEMENT

This ***AGREEMENT*** is effective as of the ____ day of _____, 2020 (the “Effective Date”), and is between Grayson County, Virginia (the “Franchising Authority” or the “County”), and Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1 GRANT OF AUTHORITY

1.1 **Grant of Franchise.** The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area

in order to construct, operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to County residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to County residents; promote local communications infrastructure investments and economic opportunities in the County; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. "Materially equivalent" provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company's proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60)

days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled Board of Supervisors meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2 THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date and throughout the term of this Agreement, the Grantee will maintain and operate a Cable System capable of providing Video Programming with reception available to its Subscribers in accordance with the Cable Act.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Virginia Underground Utility Damage Prevention Act (Va. Code § 56-265.14, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with,

relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. The Company reserves the right to pass its costs through to its Subscribers in accordance with applicable law. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Virginia Department of Transportation's Land Use Permit

Guidance Manual. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 New Developments. The Franchising Authority shall provide the Company with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer to give the Company access to open trenches for deployment of cable facilities and at least thirty (30) days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench.

2.4.7 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles. The Franchising Authority acknowledges that the Company may pass through to Subscribers the costs of attaching to existing utility poles in the Franchise Area, and does not object.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. If the Franchising Authority has the right to impose franchise fees, franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising

Authority until sixty (60) days after the Company's receipt of such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.2.1 below.

SECTION 3 CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

SECTION 4 COMPENSATION AND OTHER PAYMENTS

4.1 Communications Tax. The Company shall comply with the Virginia Communications Sales and Use Tax Act (Va. Code § 58.1-645, *et seq.*).

4.2 Franchise Fees. If at any time the Virginia Communications Sales and Use Tax Act is declared invalid or otherwise no longer applicable to the Company's provision of services within the Franchise Area, the Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area, and the following provisions of this Section 4.2 shall govern.

4.2.1 Payment. If the Franchising Authority has the right to impose franchise fees, payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.2.2 Company to Submit Franchise Fee Report. If the Franchising Authority has the right to impose franchise fees, the Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.2.3 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. If the Franchising Authority has the right to impose franchise fees, no acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the Commonwealth of Virginia, determined by the Company. The Franchising Authority is prohibited from removing any records, files,

spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2.4 Interest on Late Payments. If the Franchising Authority has the right to impose franchise fees, and if any payment of franchise fees is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

4.3 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 shall be in lieu of any permit fees, business license fees, and occupational license fees as are or may be required by the Franchising Authority. The Franchising Authority and the Company further agree that no additional taxes, licenses, fees, surcharges, or other assessments shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

SECTION 5 COMPLIANCE REPORTS

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Virginia Freedom of Information Act (Va. Code § 2.2-3700, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Virginia Freedom of Information Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 9.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

SECTION 6 ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the

Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to

continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

- (a) seek specific performance;
- (b) commence an action at law for monetary damages or seek other equitable relief; or
- (c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with Section 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

- (a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Virginia Underground Utility Damage Prevention Act (Va. Code § 56-265.14, *et seq.*);
- (b) a description of the transferee's service area; and
- (c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

SECTION 8 INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the Commonwealth of Virginia with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the County.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Virginia Workers' Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death)

that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 9 MISCELLANEOUS

9.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

9.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

9.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

9.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote

the public interest and to protect the health, safety, and welfare of the citizens of Grayson County, Virginia.

9.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

9.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:
Grayson County, Virginia
Attn: County Administrator
129 Davis Street, Suite 204
Independence, Virginia 24348

COMPANY:
Comcast of Connecticut/Georgia/Massachusetts/New
Hampshire/New York/North Carolina/Virginia/Vermont, LLC
Attn: Vice President, External Affairs
6200 The Corners Parkway, Suite 200
Peachtree Corners, Georgia 30092

With a copy to: Comcast Cable Communications, LLC
Attn: Vice President, Government Affairs
2605 Circle 75 Parkway
Atlanta, Georgia 30339

And: Comcast Cable Communications, LLC
Attn: Legal Department
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, Pennsylvania 19103

9.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by

any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

9.7.1 Organization, Standing, and Authorization. The Company is a Limited Liability Company validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the Commonwealth of Virginia and in the Franchise Area.

9.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

9.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

9.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

9.10 No Waiver: Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

9.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

9.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

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

9.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Virginia ("Federal Court") or in a court of the Commonwealth of Virginia of appropriate jurisdiction ("Virginia Court"). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Virginia Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 9.6, or to such other address as the Company may provide to the Franchising Authority in writing.

9.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

9.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 9.16.

9.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words “reasonable,” “good faith,” or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

9.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

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

IN WITNESS WHEREOF, the party of the first part, by its Chairman, thereunto duly authorized by the Board of Supervisors of said Franchising Authority, has caused the name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

Grayson County, Virginia

By: _____

Name:

Title: Chairman

(Seal)

Attest: _____

Date: _____

Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC

By: _____

Name: Jason M. Gumbs

Title: Regional Senior Vice President

Attest: _____

Date: _____

APPENDIX A DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

“**Agreement**” means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

“**Basic Service**” means any service tier that includes the retransmission of local television broadcast signals and any equipment or installation used in connection with Basic Service.

“**Cable Act**” means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

“**Cable Service**” means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

“**Cable Service Provider**” or “**CSP**” means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“**Cable System**” means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“**Channel**” means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

“**Company**” means Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC, a limited liability company validly existing under the laws of the State of Delaware, or lawful successor, transferee, designee, or assignee thereof.

“**FCC**” means the Federal Communications Commission, its designee, or any successor thereto.

“**Franchise Area**” means the unincorporated areas of Grayson County, Virginia.

“**Franchising Authority**” means Grayson County, Virginia, or lawful successor, transferee, designee, or assignee thereof.

“**Gross Revenues**” means:

(A) all revenues received from Subscribers in the Franchise Area for providing Cable or Video Services, and all revenues received from nonsubscribers in the Franchise Area for advertising services and as commissions from home shopping

services, as allocated pursuant to subdivision (B); provided, that the advertising or home shopping services are disseminated through Cable or Video Services. Gross Revenues shall be determined according to Generally Accepted Accounting Principles ("GAAP"). "Gross Revenues" shall not include any:

- (i) tax, surcharge, or governmental fee, including franchise fees;
- (ii) revenue not actually received, even if billed, such as bad debt;
- (iii) revenue received by any affiliate or any other person in exchange for supplying goods or services to the service provider;
- (iv) amounts attributable to refunds, rebates, or discounts;
- (v) revenue from services provided over the Cable System or Video Service system that are associated with or classified as non-Cable or non-Video Services under federal law, including but not limited to revenues received from providing telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising services, including but not limited to yellow pages, white pages, banner, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of any Cable or Video Service or Services and sold for a single non-itemized price, the term "Gross Revenues" shall include only those revenues that are attributable to Cable or Video Services based on the provider's books and records;
- (vi) revenue attributable to financial charges, such as returned check fees, late fees or interest;
- (vii) revenue from the sale or rental of property, except such property the consumer is required to buy or rent exclusively from the service provider;
- (viii) revenues from providing or maintaining an inside wiring plan;
- (ix) revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, and the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; and
- (x) amounts attributable to a reimbursement of costs, including but not limited to the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming; and

(B) with regard to Gross Revenues attributable to advertising revenues, or video home shopping services, the amount that is allocable the Franchise Area is equal to the total amount of the service provider's revenue received from the advertising and home shopping services multiplied by the ratio of the number of the provider's Subscribers located in the Franchise Area to the total number of the provider's Subscribers. The ratio shall be based on the number of the provider's Subscribers as of January 1 of the preceding year or more current Subscriber count at the provider's discretion, except that, in the first year in which services are provided, the ratio shall be computed as of the earliest practical date.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

“**Signal**” means any transmission of radio frequency energy or of optical information.

“**Streets**” means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

“**Subscriber**” means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

“**Video Programming**” means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

“**Video Service**” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video

Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

“**Video Service Provider**” or “**VSP**” means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

APPENDIX B CUSTOMER SERVICE STANDARDS

Code of Federal Regulations
Title 47, Volume 4, Parts 70 to 79
Revised as of October 1, 1998
From the U.S. Government Printing Office via GPO Access
47 C.F.R. § 76.309
Page 561–63

TITLE 47—TELECOMMUNICATION CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION PART 76—CABLE TELEVISION SERVICE Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule

service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

IN RE: NEW BUSINESS

▪ PROCLAMATION – INDEPENDENCE FIRE & RUGBY FIRE/RESCUE

Mr. Shepley introduced and read the proclamation (listed below). Supervisor Revels made the motion to approve; duly seconded by Supervisor Sutherland. Roll call vote as follows: Brenda R. Sutherland – aye; John S. Fant – aye; Michael S. Hash – aye; Thomas R. Revels – aye; Kenneth R. Belton – aye. Motion carried 5-0.

Proclamation

Of the Grayson County Board of Supervisors in Support and Recognition of the Rugby Volunteer Fire Department & Rescue Squad and Independence Volunteer Fire Department Response to the Hazardous Materials Incident of June 12th, 2020

WHEREAS, Hazardous Materials incidents create a substantial risk to the public health of the citizens of Grayson; and

WHEREAS, Hazardous Materials incidents do substantial damage to our communities and the natural environment in which we live and work; and

Whereas, a poorly managed Hazardous Materials incident creates the potential for catastrophic costs to Grayson County to manage, mitigate and recover from; and

Whereas, Hazardous Material incident responses place extraordinary demand on the leadership, training and logistics of the volunteer public safety responders and agencies who protect Grayson County from these incidents; and

Whereas, Hazardous Materials incidents of large magnitude and complexity are rare events that are difficult to plan and train for due to the large number and volume of hazardous products transported through Grayson County and the substantial network of roads and paths where they may be found; and

Whereas, the closest specialist Hazardous Materials response resources available to Grayson County respond from Bristol, Virginia and typically take at least two hours to respond to Grayson County; and

Whereas, on 12 June, 2020 a large agricultural apparatus overturned on State Route 16 near Volney, Virginia resulting in the potential for uncontrolled release of over 300 gallons of diesel fuel and engine oil and lubrication products into a running waterway that discharges into Little Wilson Creek, Wilson Creek and the New River; and

Whereas, on this date, Rugby Volunteer Fire Department and Rescue Squad and Independence Volunteer Fire Department and numerous other emergency response agencies and personnel responded to said incident; and

Whereas, the Fire Chief of Rugby Volunteer Fire Department and Rescue Squad established a flexible and effective plan to control the incident, coordinated with his officers and the Fire Chief of Independence Volunteer Fire Department and his officers to implement the plan, and responded to changing conditions to keep the plan relevant; and

Whereas, the immediate actions taken to control this incident included multiple booming operations, leak containment and an under-flow dam

Whereas, the immediate actions taken were so timely and effective that the Grayson County Hazardous Materials Officer or the Virginia Department of Emergency Management Hazardous Materials Officer determined that special regional Hazardous Materials resources were not needed to respond; and

Whereas, the extremely effective actions taken by the personnel of Rugby Volunteer Fire Department and Rescue Squad and Independence Volunteer Fire Department resulted in no permanent negative impact on Grayson County waterways or property and zero financial impact on Grayson County.

Now, therefore be it resolved, that the Grayson County Board of Supervisors hereby recognizes the extraordinary professionalism, competence, level of knowledge and desire to serve of the members of Rugby Volunteer Fire Department and Rescue Squad and Independence Volunteer Fire Department and holds them up to our citizens and neighbors as an example of the quality and care of service by all of our emergency service providers in Grayson County.

Adopted this 8th day of October 2020 in the County of Grayson, Virginia.

Kenneth R. Belton, Chair
Grayson County Board of Supervisors

Attest:

William L. Shepley, Clerk
Grayson County Board of Supervisors

Steve Young, Rugby Fire Chief, accepted the Proclamation and thanked the Board for their support and also thanked Paul Hoyle, Grayson County Emergency Services Coordinator for all his help and guidance during the incident. Gary Hash, Independence Volunteer Fire Department, thanked the Board for all their support.

▪ **RESOLUTION – REQUEST FROM THE TOWN OF FRIES**

Mr. Shepley read the resolution from the Town of Fries requesting resource assistance from Grayson County (listed below). Supervisor Hash made the motion to approve; duly seconded by Supervisor Fant. Roll call vote as follows: Brenda R. Sutherland – aye; John S. Fant – aye; Michael S. Hash – aye; Thomas R. Revels – aye; Kenneth R. Belton – aye. Motion carried 5-0.

Resolution to Request Resource Assistance from Grayson County for the Town of Fries

WHEREAS, the Town of Fries desires to maintain not only an adequate but exemplary township for its residents, and

WHEREAS, the Town of Fries desires and needs to maintain its infrastructure and facilities, and

WHEREAS, the Town of Fries is currently without a Town Manager or Grant Writer and is unable to fund these positions at this time, and

WHEREAS, the Town of Fries has a current budget that is inadequate to fund the numerous infrastructure repairs without grant funding, and

WHEREAS, the Town of Fries is a vital part of Grayson County and has much to offer in recreational opportunities for tourists, town residents and county citizens, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Fries Virginia to formally request assistance from the Grayson County Board of Supervisors in seeking funding, and for project management and services for the evaluation and repairs needed to update the town's infrastructure and facilities. The Town of Fries is not looking for direct financial support from Grayson County, but to create a working partnership with the county, to improve the quality of life for its citizens and create economic opportunities that will benefit the town, as well as the county. The Town of Fries acknowledges that control of this process, in whatever form it eventually takes, would need to reside with county administration.

DULY ADOPTED by the Council of the Town of Fries, Virginia at a Regular Monthly Meeting held on the 10/06/2020, at which meeting a quorum was present;

Witness the following signature(s) and seal(s); *To Wit*

For the Town of Fries

Signature: Richard Farmer

Title: Mayor

Attest:

Signature: Jill Hill

Title: Clerk/Treasurer

TOWN OF FRIES, 105 West Main Street, P.O. BOX 452, Fries, VA 24330
(276) 744-2231
townoffries@friesva.com

Mr. Shepley recommended a committee be formed with the following members: Mrs. Jill Hill, Mayor Richard Farmer, Steve Clark as representatives from Fries and Supervisor Hash, Mitchel Smith, William Shepley and Deb Jones (grant writer) as representatives from Grayson County. This recommendation was accepted by the Board.

▪ **RESOLUTION – ENTERPRISE ZONE**

Mr. Shepley read the resolution (listed below). Supervisor Fant made the motion to approve; duly seconded by Supervisor Hash. Roll call vote as follows: Brenda R. Sutherland – aye; John S. Fant – aye; Michael S. Hash – aye; Thomas R. Revels – aye; Kenneth R. Belton – aye. Motion carried 5-0.

RESOLUTION

Enterprise Zone Amendment

WHEREAS, Carroll County, Grayson County and the City of Galax have a designated Enterprise Zone, identified as Zone 27, that provides a combination of State and Local incentives to promote economic development; and

WHEREAS, the City of Galax has the designated zone, identified as Enterprise Zone 27C; and

WHEREAS, the City of Galax has identified a current need to amend the existing Enterprise Zone 27C, to incorporate additional properties in and around the City of Galax and to increase economic growth opportunities; and

WHEREAS, this proposed amendment and expansion will serve to benefit economic and industrial expansion of the joint Enterprise Zone 27 and assist the City of Galax to meet the goals and objectives of the Virginia Enterprise Zone Program; then

THEREFORE, BE IT HEREBY RESOLVED, that the Grayson County Board of Supervisors supports the amendment to the Joint Zone 27 and Specifically Zone 27C and authorizes the County Administrator to sign all necessary documentation on necessary documentation on behalf of Grayson County for this proposed Enterprise Zone Amendment.

Adopted the 8th day of October 2020, in the County of Grayson, Virginia.

Recorded Vote

Moved by: _____

Seconded by: _____

Yeas: _____

Nays: _____

By: _____

Kenneth R. Belton, Chairman
Grayson County Board of Supervisors

Attest: _____

William L. Shepley, Clerk
Grayson County Board of Supervisors

JOINT ZONE AMENDMENT AGREEMENT

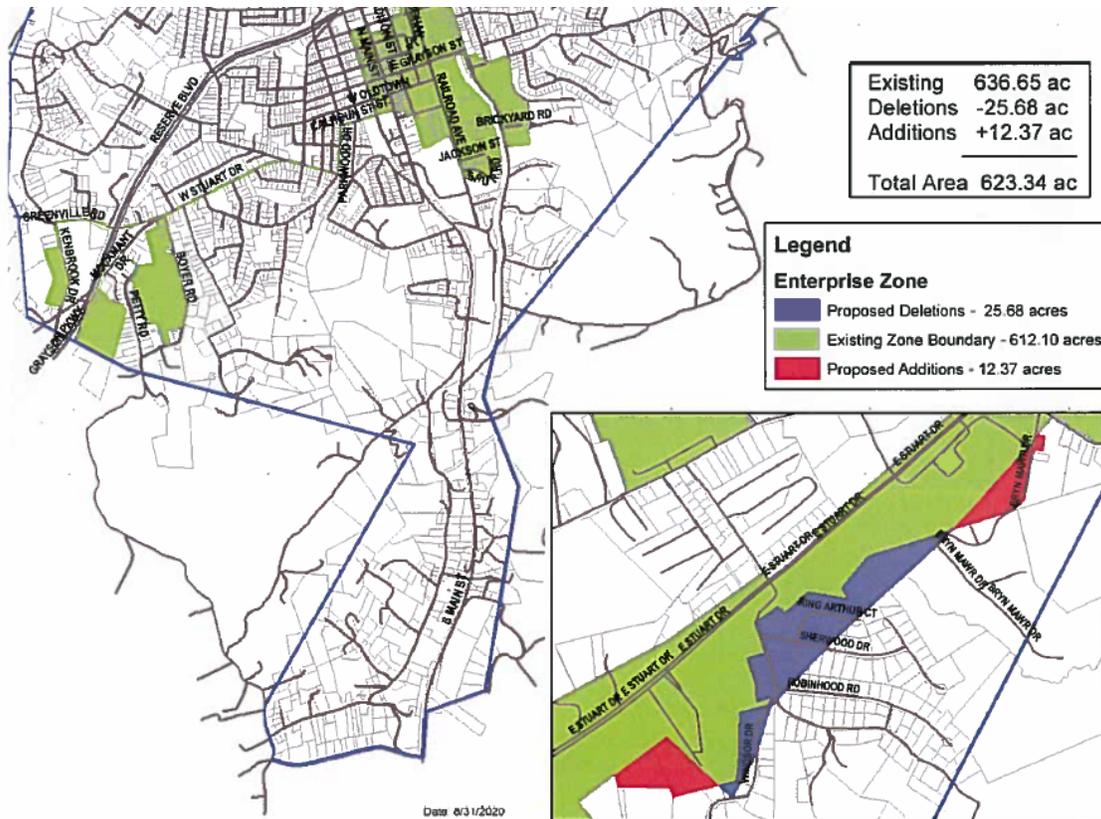
As the representative of the local governing body of Grayson County, I hereby
certify that: (locality)

- 1) The aforementioned locality is in agreement with the amending jurisdiction in filing this amendment;
- 2) The information in the Enterprise Zone application is accurate to the best of my knowledge;
- 3) A public hearing was held by the City of Galax on September 14, 2020.
(amending locality) (date)
to solicit comments on this amendment application amendment;
- 4) It is understood that if at any time the aforementioned locality is unable or unwilling to fulfill a commitment to provide local enterprise zone incentives listed in this application, the zone shall be subject to termination.

Chief Administrator: _____

Title: _____

Date: _____



IN RE: COUNTY ADMINISTRATOR’S REPORT

William L. Shepley gave the following report:

- Currently processing the \$120,000 that’s been designated for the small business community that the Board authorized to take care of the additional small businesses that applied and met the guidelines
- We currently only have 6 active COVID-19 cases in Grayson County today but we also need to be very cautious and not relax our precautions
- CARES money – because our trash collection has exceeded 20% of normal trash collection – increased significantly due to the coronavirus – we are eligible to use CARES money to purchase a new trash truck for \$240,000.
- Tri-Area Community Health has hired Jane Sage as a Nurse Practitioner for the Grant Facility. Supervisor Revels suggested making sure the Whitetop Library, Grant Grange Hall and EMS Stations are aware of this
- Tracy Cornett, Director of Tourism, received a grant for a billboard that will advertise things in Grayson County
- Currently working with Virginia Tech on Mt. Rogers School Project – Supervisor Revels thanked Tracy Cornett for all her hard work and the student from Tech that has been selected to work on the project

- Asked Supervisor Fant for an update on Broadband: Broadband project is broken down into 4 phases; phase 1 – Briar Patch, Hines Branch, Spring Valley, Summerfield Community which is being funded by the \$150,000 of Tobacco Commission money and is almost ready to kickoff within the next couple of weeks. Towers will be installed on Point Lookout along with a few other places in and around that area. Appalachian Power will begin replacing polls throughout the County in the month of November so they can begin their fiber project around the first part of December. The first fiber will go from Wytheville to Independence to connect two points of presence on that fiber network. Then they will expand in Elk Creek, Comers Rock, through Flat Ridge, working their way to Whitetop and around to the southern part of the County. Very exciting and cautiously optimistic that Grayson County is getting ready to change for the better.
- Currently seeking a Project Manager for Baywood Technical School
- Reorganizing the EDA: The EDA needs to reflect the expertise that we need right now in support of the economic development opportunities in Grayson County. While the EDA is currently made up of outstanding citizens of Grayson County and in support of this restructuring, all members have been asked to resign their positions. I am looking for seven (7) individuals with expertise and/or interest in the following areas: Healthcare, high tech, broadband, tourism, finance, senior advocacy and small business recruitment and development. They've been asked to resign and to let me know if they want to reapply and if so, which area of expertise they are interested in. Other interested individuals can contact Mr. Shepley or any member of the Board of Supervisors.

IN RE: INFORMATION ITEMS

As presented

IN RE: REGISTERED SPEAKERS AND PUBLIC COMMENT

Betsy Shearin of Independence addressed the Board regarding the County's Web GIS system. Mrs. Shearin stated that the properties are not correct along with the addresses, tax map numbers, etc. are more often incorrect than correct and it takes months to get it corrected and could this possibly be a position with the County for someone to work on this. Mr. Shepley noted that the need is there, just not sure the County can justify a full-time position, and we are currently in a hiring freeze. It's possible if we could find someone on contract, we could start out with it as a part-time position. Supervisor Fant noted this is a problem that needs to be solved - then we can work on the maintenance end. Supervisor Fant suggested we scope it out and have a plan or recommendation next month to see how to proceed.

IN RE: BOARD OF SUPERVISORS' TIME

None

IN RE: CLOSED SESSION

Supervisor Fant made the motion to go into closed session pursuant to §2.2-3711(A)(5) of the Code of Virginia for discussions relating to prospective business or industry or the expansion of an existing business or industry and pursuant to §2.2-3711(A)(6) for discussions relating to investment of public funds where competition or bargaining is involved and pursuant to §2.2-3711(A)(7) for consultation and briefings by legal counsel, consultants, or staff members pertaining to actual or probable litigation or other legal matters; duly seconded by Supervisor Hash. Motion carried 5-0.

Supervisor Hash made the motion to come out of closed session; duly seconded by Supervisor Sutherland. Motion carried 5-0.

Whereas, the Grayson County Board of Supervisors has convened a closed session on the 8th day of October 2020, pursuant to an affirmative recorded vote and in accordance with provision of the Virginia Freedom of Information Act; and

Whereas §2.2-3711 of the Code of Virginia requires a certification by this Board of Supervisors that such closed session was conducted in conformity with Virginia law;

Now, Therefore Be It Resolved that the Board of Supervisors hereby certifies that, to the best of each member's knowledge, (I) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed session to which this certification resolution applies, and (II) only such public business matters as were identified in the motion convening the closed session were heard, discussed or considered by the Board of Supervisors with recorded confirmation from members as follows: Michael S. Hash – I so certify; Kenneth R. Belton – I so certify; John S. Fant – I so certify; Brenda R. Sutherland – I so certify; Thomas R. Revels – I so certify.

Supervisor Belton mentioned to the Board that school activities at the rec park has not been allowed since activities at the school have been shutdown or postponed due to COVID. The Board recommended Mr. Smith contact Mr. Watson and get more information.

Supervisor Belton noted that a ribbon cutting will be held on Thursday, October 15, 2020 at 5:00 p.m. for Legacy Creek.

IN RE: ADJOURN MEETING

Supervisor Fant made the motion to adjourn. Motion carried 5-0.

Kenneth R. Belton, Chair

