



BOARD OF SUPERVISORS MEETING

ADDENDUM PACKET

February 16, 2010

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County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: February 16, 2010
Item No.: 21-a
Department: Treasurer
Staff Contact: Mable Shanaberger
Issue: Addendum Consent Agenda - Treasurer's Report

Summary: October 2009 Treasurer's Report.

Attachments: October 2009 Treasurer's Report.

Recommendation: Approval.

Motion _____
Second _____

Campbell _____
Jones _____
Wilck _____

Fore _____
McKay _____
Wiley _____

Gantt _____
Simpson _____

Prince Edward County Board of Supervisors

*Of this \$4,598,232.09 in the General Fund, \$6,214,027.04 is encumbered for:			
Transfers In:			
	School Fund		6,280,518.81
	VPA Fund		418,752.19
	Water Fund		-625,000.00
	Sewer Fund		-625,000.00
	IDA Fund		28,280.48
	Retirement Benefits Fd		32,628.00
	Debt Obligations		703,847.56
	Total		6,214,027.04
This leaves an unencumbered balance of	(\$1,615,794.95)	in the General Fund.	

**Prince Edward Co. Board of Supervisors
Depository Balances**

Checking Accounts:

Benchmark Community Bank	\$	59,692.73
Wachovia Bank	\$	137,256.41
BB&T	\$	2,554,607.21
Bank of America	\$	264,917.14

Total: **\$ 3,016,473.49**

Investment Accounts:

Benchmark Community Bank	\$	929,137.66
Wachovia Bank	\$	-
Citizens Bank & Trust Company	\$	236,009.83
BB&T	\$	1,241,565.11
Planters Bank & Trust	\$	398,260.08
Mentor Investments	\$	162,323.87
SNAP (State Non-Arbitrage Plan)	\$	183.55
Bank of America	\$	981,193.69

Total: **\$ 3,948,673.79**

Mable H. Shanaberger, Treasurer

Report Date: October 2009

Prince Edward County Board of Supervisors

Description	Sub-Fund Balances	Fund Balances	Account Balances
General Fund	\$ 201,399.65		
General Fund Res. for Investments	\$ 3,282,164.88	\$ 3,483,564.53	*
Prince Edward Community Dev Fund		\$ -	
Industrial Development Authority Fund		\$ 71,283.99	
Recreation Fund Res for Investments		\$ 25,607.91	
Forfeited Assets Fd. Res. for Inv.		\$ 126,908.46	
School Capital Projects Fund--VPSA		\$ 183.55	
School Capital Projects Fund--QZAB01		\$ 414.91	
Underground Storage Tank Fund		\$ 20,000.00	
Economic Development Fund		\$ 1,203,576.98	
Board of Public Welfare Special Acct.		\$ 2,826.55	
Piedmont ASAP Fund		\$ 226,639.58	
School Fund		\$ -	
Landfill Construction Fund		\$ 57,546.32	
PCS Fund		\$ 308,422.84	
Revenue Sharing Fund		\$ (487,651.25)	
Retirement Benefits Fund		\$ 1,186.00	
School Capital Projects Fund--QZAB02		\$ 371,438.44	
Dare Donations Fund		\$ 3,534.45	
School Cafeteria Fund		\$ 144,699.06	
Cash in Office			\$ 1,000.00
Cash in Banks			\$ 1,603,633.86
Warrants Payable (School Fund)			\$ -
General Fund Investments			\$ 3,282,164.88
VPSA Investments			\$ 183.55
QZAB01 Investments			\$ 414.91
Underground Storage Tank Fund			\$ 20,000.00
Recreation Fund Investments			\$ 25,607.91
QZAB02 Investments			\$ 371,438.44
Landfill Construction Fund for Investment			\$ 57,546.32
Forfeited Asset Fd for Investment			\$ 126,908.46
Industrial Dev Auth Fd for Inv			\$ 71,283.99
Totals:		\$ 5,560,182.32	\$ 5,560,182.32
*Of this \$3,483,564.53 in the General Fund, \$7,038,019.78 is encumbered for:			
Transfers In:	Retirement Benefits Fund	30,900.00	
	School Fund	6,058,513.84	
	VPA Fund	430,445.94	
	Landfill Construction Fund	0.00	
	Debt Obligations	518,160.00	
	Total	7,038,019.78	
This leaves an unencumbered balance of \$(3,554,455.25) in the General Fund.			

**Prince Edward Co. Board of Supervisors
Depository Balances**

Checking Accounts:

Benchmark Community Bank	\$ 43,583.71
Wachovia Bank	\$ 155,144.54
BB&T	\$ 2,311,872.12
Bank of America	\$ 268,889.86

Total: **\$ 2,779,490.23**

Investment Accounts:

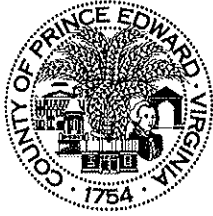
Benchmark Community Bank	\$ 749,315.66
Wachovia Bank	\$ -
Citizens Bank & Trust Company	\$ 35,000.00
BB&T	\$ 988,596.33
Planters Bank & Trust	\$ 200,000.00
Mentor Investments	\$ 161,668.67
SNAP (State Non-Arbitrage Plan)	\$ 183.55
Bank of America	\$ 644,927.88

Total: **\$ 2,779,692.09**

Mable H. Shanaberger, Treasurer

Report Date: October

2008
202



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: February 16, 2010
Item No.: 21-b
Department: County Administration
Staff Contact: Barbara Poulston
Issue: Addendum Consent Agenda - Review of Accounts & Claims

Summary: The addendum bill list for January 2010 is attached for your review.

Attachments: Addendum Bill List

Recommendation: None.

Motion _____
Second _____

Campbell _____
Jones _____
Wilck _____

Fore _____
McKay _____
Wiley _____

Gantt _____
Simpson _____

2/09/2010

FROM DATE- 2/04/2010
TO DATE- 2/04/2010

ACCOUNTS PAYABLE CHECKS
PRINCE EDWARD

PAGE 1

FUND NO.	DESCRIPTION	\$\$\$ PAY \$\$\$
-----	-----	-----
100	GENERAL FUND	\$89,585.85
501	WATER FUND	\$40.00
732	RETIREMENT BENEFIT FUND	\$860.00
741	PIEDMONT COURT SERVICES FUND	\$178.00
	TOTAL	90,683.85

AP375H
2/09/2010
FUND # - 100 GENERAL FUND

PRINCE EDWARD
LISTING OF INVOICES FOR 2/04/2010 -- 2/04/2010

BEFORE CHECKS
PAGE 1

MAJOR# ACCT# 011010	VENDOR NUMBER BOARD OF SUPERVISORS	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
3600	15240	Advertising FARMVILLE HERALD	CC ADMR 110	ADVERTISING	156.00 *
ACCOUNT TOTAL					156.00 *
5510	28425	Travel-Mileage SIMPSON HOWARD F	OCT-DEC 09	MILEAGE	207.90 *
ACCOUNT TOTAL					207.90 *
MAJOR TOTAL					363.90 **
012110	COUNTY ADMINISTRATOR				
6008	29332	Vehicle & Powered Equip F TOWN OF FARMVILLE	97 110	GAS	25.01 *
ACCOUNT TOTAL					25.01 *
MAJOR TOTAL					25.01 **
012310	COMMISSIONER OF REVENUE				
5210	15380	Postal Services FARMVILLE PRINTING	COMR REV 110	POSTAGE	220.00 *
ACCOUNT TOTAL					220.00 *
6001	15380	Office Supplies FARMVILLE PRINTING	COMR REV 110	LETTERHEAD/ENVELOPES	219.49 *
ACCOUNT TOTAL					219.49 *
6012	23161	Books & Subscriptions NADA USED CAR GUIDE	103456	SUBSCRIPTION	90.00 *
ACCOUNT TOTAL					90.00 *
MAJOR TOTAL					529.49 **
012410	TREASURER				
5810	31374	Dues & Association Member VGFOA	10 DUES SHANABE	2010 DUES	35.00 *
ACCOUNT TOTAL					35.00 *
6001	15380	Office Supplies FARMVILLE PRINTING	TREAS 110	ENVELOPES	470.00 *
ACCOUNT TOTAL					470.00 *
MAJOR TOTAL					505.00 **
012510	INFORMATION TECHNOLOGY				
3320	12762	Maintenance Service COMPUTERPLUS SALES/SERVIC	MC0000151076	MAINTENANCE CONTRACT	270.00 *
ACCOUNT TOTAL					270.00 *
MAJOR TOTAL					270.00 **
021300	SPECIAL MAGISTRATES				
6001	20600	Office Supplies KEY OFFICE SUPPLY	372441	OFFICE SUPPLIES	170.23 *
ACCOUNT TOTAL					170.23 *
MAJOR TOTAL					170.23 **

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5880	18913	INTERNATIONAL LAND SYSTMS	PREDWARDLT02010	ANNUAL MAINTENANCE	7,035.00
	20904	KINEX NETWORKING SOLUTION	100201 0050	DSL	74.95
				ACCOUNT TOTAL	7,109.95 *
				MAJOR TOTAL	7,109.95 **
022200		VICTIM WITNESS ASSISTANCE PROGRAM			
6001	20600	Office Supplies	371534	STORAGE FILE/BATTERY	15.78
		KEY OFFICE SUPPLY			15.78 *
				ACCOUNT TOTAL	15.78 **
031200		SHERIFF			
6008	29332	Vehicle & Powered Equip F	97 110	GAS	7,174.26
		TOWN OF FARMVILLE			7,174.26 *
				ACCOUNT TOTAL	7,174.26 **
032200		VOLUNTEER FIRE DEPARTMENT			
7003	12032	Payment to Prospect VFD			
	15150	C & L MACHINE & WELDING	157073	ALTERNATOR REPAIR	37.10
	25246	FARMVILLE AUTO PARTS	25007	TRUCK PART	14.10
	25246	PARKER OIL CO INC	139	PROPANE	311.02
	25246	PARKER OIL CO INC	4588598	SERVICE CHARGE	4.67
	25246	PARKER OIL CO INC	493	PROPANE	805.03
	25246	PARKER OIL CO INC	601	PROPANE	305.47
	28711	CENTURYLINK	574 9911 110	PHONE	87.99
	29332	TOWN OF FARMVILLE	805 PROSPECT110	FUEL	253.87
	31359	VEST'S SALE & SERVICE INC	8260	FACESHIELDS	182.00
	31359	VEST'S SALE & SERVICE INC	8312	DECALS	10.50
	31844	DOMINION VA POWER	6120897506 110	ELECTRIC SERVICE	5.50
	31844	DOMINION VA POWER	7600812502 110	ELECTRIC SERVICE	5.50
	31845	DOMINION VA POWER	7020850009 110	ELECTRIC SERVICE	223.30
	31845	DOMINION VA POWER	8898799252 110	ELECTRIC SERVICE	14.71
				ACCOUNT TOTAL	2,261.76 *
				MAJOR TOTAL	2,261.76 **
033200		REGIONAL JAIL & DETENTION			
3196	25375	Purchase of Services - Ja	904	JUVENILE DETENTION	3,675.00
		PIEDMONT RGML JUVENILE			3,675.00 *
				ACCOUNT TOTAL	3,675.00 **

AP375H
2/09/2010
FUND # - 100 GENERAL FUND

PRINCE EDWARD
LISTING OF INVOICES FOR 2/04/2010 -- 2/04/2010

BEFORE CHECKS
PAGE 3

MAJOR#	VENDOR	INVT#	DESCRIPTION	AMOUNT
3311	14287 Repairs & Maint-Auto EAST END CHEVRON	FEB 1 10	OIL CHANGE	26.90 *
			ACCOUNT TOTAL	26.90 *
6008	29332 Vehicle & Powered Equip F TOWN OF FARMVILLE	97 110	GAS	235.28 *
			ACCOUNT TOTAL	235.28 *
			MAJOR TOTAL	262.18 **
035100	ANIMAL CONTROL			
6008	29332 Vehicle & Powered Equip F TOWN OF FARMVILLE	97 110	GAS	573.64 *
			ACCOUNT TOTAL	573.64 *
			MAJOR TOTAL	573.64 **
036100	BIOSOLIDS MONITORING			
3311	29925 Repairs & Maint-Auto & Eq TRI-COUNTY FORD-MERCURY	81730	OIL CHANGE	29.89 *
			ACCOUNT TOTAL	29.89 *
5230	29339 Telecommunications TOOMBS MANUEL H JR	EXPENSES 110	PHONE	24.67 *
			ACCOUNT TOTAL	24.67 *
6008	29332 Vehicle & Powered Equip F TOWN OF FARMVILLE	97 110	GAS	303.38 *
			ACCOUNT TOTAL	303.38 *
			MAJOR TOTAL	357.94 **
042300	REFUSE DISPOSAL			
3840	27191 Contract Landfill - POS RESOURCE INTERNATIONAL	35631	GRDWATER MONITORING	11,109.42 *
			ACCOUNT TOTAL	11,109.42 *
5110	28640 Electrical Services SOUTHSIDE ELECTRIC COOP	114379 003 110	DH SITE	166.53
	31846 DOMINION VA POWER	0599507431 110	RICE SITE	102.83
			ACCOUNT TOTAL	269.36 *
6008	29332 Vehicle & Powered Equip F TOWN OF FARMVILLE	97 110	GAS	1,020.75 *
			ACCOUNT TOTAL	1,020.75 *
			MAJOR TOTAL	12,399.53 **
043200	GENERAL PROPERTIES			
3310	25960 Repairs/Maintenance PUTNEY MECHANICAL CO INC	23607	CHECK UNIT OPERATION	142.20 *
			ACCOUNT TOTAL	142.20 *

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5230	26711	Telecommunications CENTURYLINK	024 0033 110	LINE TO HOSPITAL	7.97 *
6007	15150	Repairs and Maintenance S FARMVILLE AUTO PARTS	24846	BATTERIES	517.96
	15150	FARMVILLE AUTO PARTS	24907	BATTERY CORE RETURNED	30.00 -
	15150	FARMVILLE AUTO PARTS	25748	BELT	7.77
	15560	FARMVILLE WHSALE ELECTRIC	410812	EMERGENCY LIGHT	22.38
	15560	FARMVILLE WHSALE ELECTRIC	410926	LIGHT FIXTURE GLOBE	30.00
	27922	CINTAS CORPORATION #524	524 09428 110	UNIFORM RENTAL	440.44
				ACCOUNT TOTAL	988.55 *
6008	29332	Vehicle & Powered Equip P TOWN OF FARMVILLE	97 110	GAS	223.89
				ACCOUNT TOTAL	223.89 *
6009	15150	Vehicle & Powered Equip S FARMVILLE AUTO PARTS	25619	OIL & FILTERS	63.27 *
				ACCOUNT TOTAL	63.27 *
				MAJOR TOTAL	9,023.25 **
043400	CANNERY				
5120	25246	Heating Services PARKER OIL CO INC	243	HEATING OIL	872.59
				ACCOUNT TOTAL	872.59 *
				MAJOR TOTAL	872.59 **
052500	CHAPTER X BOARD				
5640	12928	Payment to Crossroad Ser CROSSROAD SERVICES BOARD	3RD QTR 110	LOCAL SUPPORT	15,660.75
				ACCOUNT TOTAL	15,660.75 *
				MAJOR TOTAL	15,660.75 **
053500	COMPREHENSIVE SERVICES ACT				
3160	11894	CSA Programs BUSINESS CARD	JAN 10A	FOSTER CARE	57.23
	12280	CENTRA HEALTH	5918 110	PROFESSIONAL SERVICE	1,772.25
	12280	CENTRA HEALTH	5919 110	PROFESSIONAL SERVICE	1,772.25
	12280	CENTRA HEALTH	7573 110A	PROFESSIONAL SERVICE	1,672.00
	13812	DOMINION YOUTH SERVICES	EH 110	PROFESSIONAL SERVICE	3,325.00
	13812	DOMINION YOUTH SERVICES	JM 110	PROFESSIONAL SERVICE	3,325.00
	17486	HEARTLAND FAMILY COUNSEL	108	PROFESSIONAL SERVICE	1,650.00
	22457	MILLS BONNIE	JAN 10A	FOSTER CARE	65.74

AB375H
2/09/2010
FUND # - 100 GENERAL FUND

PRINCE EDWARD
LISTING OF INVOICES FOR 2/04/2010 -- 2/04/2010

BEFORE CHECKS
PAGE 5

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
	25620	PRESBYTERIAN HM/FMLY SRV	6400 110	PROFESSIONAL SERVICE	2,883.00
	999999	STROUTH LEANNE	JAN 10	FOSTER CARE	101.61
				ACCOUNT TOTAL	16,624.08 *
				MAJOR TOTAL	16,624.08 **
081100		PLANNING			
5540	12886	Travel-Convention & Educa CPEAV	TOWNSEND JOHN	TRAINING	450.00
				ACCOUNT TOTAL	450.00 *
6008	29332	Vehicle & Powered Equip F TOWN OF FARMVILLE	97 110	GAS	12.42
				ACCOUNT TOTAL	12.42 *
				MAJOR TOTAL	462.42 **
081500		ECONOMIC DEVELOPMENT			
5120	25246	Heating Service PARKER OIL CO INC	583	PROPANE	85.41
				ACCOUNT TOTAL	85.41 *
				MAJOR TOTAL	85.41 **
083500		COOPERATIVE EXTENSION OFFICE			
3199	29913	Purchase of Service - Oth TREASURER VA TECH	2ND QTR 110	2ND QTR SUPPORT	11,163.68
				ACCOUNT TOTAL	11,163.68 *
				MAJOR TOTAL	11,163.68 **
				FUND TOTAL	89,585.85

AP375H
2/09/2010
FUND # - 501 WATER FUND

PRINCE EDWARD
LISTING OF INVOICES FOR 2/04/2010 -- 2/04/2010

BEFORE CHECKS
PAGE 6

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
3810	23332	Repairs & Maintenance TOWN OF FARMVILLE	97 110	WATER TESTING	40.00
				ACCOUNT TOTAL	40.00 *
				MAJOR TOTAL	40.00 **
				FUND TOTAL	40.00

AP375H
2/03/2010
FUND # - 732

RETIREMENT BENEFIT FUND

MAJOR# VENDOR VENDOR
ACCT# NUMBER NAME
00230 RETIREMENT BENEFIT FUND

1102 Retirees Insurance
29937 ANTHEM BCBS

PRINCE EDWARD

LISTING OF INVOICES FOR 2/04/2010 -- 2/04/2010

BEFORE CHECKS
PAGE 7

INV#	DESCRIPTION	AMOUNT
MARCH 2010	RETIREE HEALTH INS	880.00
	ACCOUNT TOTAL	880.00 *
	MAJOR TOTAL	880.00 **
	FUND TOTAL	880.00

PRINCE EDWARD
LISTING OF INVOICES FOR 2/04/2010 -- 2/04/2010

AP375H
2/09/2010
FUND # - 741 PIEDMONT COURT SERVICES FUND

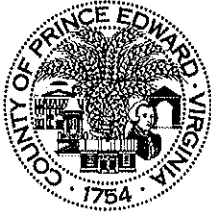
MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5510	15954	Travel - Mileage FRANKLIN SHEENA		MILEAGE	178.00
				ACCOUNT TOTAL	178.00 *
				MAJOR TOTAL	178.00 **
				FUND TOTAL	178.00
				TOTAL DUE	90,683.85

Approved at meeting of _____ on _____.

Signed _____ Title _____ Date _____

_____ Title _____ Date _____

_____ Title _____ Date _____



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: February 16, 2010
Item No.: 21-c
Department: County Administration
Staff Contact: Karin Everhart
Issue: Addendum Consent Agenda - Approval of Minutes

Summary: The minutes of the February 9, 2010 Special Meeting are attached for your review and approval.

Attachments: February 9, 2010 Special Minutes

Recommendation: Approval.

Motion _____
Second _____

Campbell _____
Jones _____
Wilck _____

Fore _____
McKay _____
Wiley _____

Gantt _____
Simpson _____

February 9, 2010

At a Special Called Meeting of the Board of Supervisors of Prince Edward County, held at the Court House, thereof, on Tuesday the 9th day of February, 2010; at 3:30 p.m., there were present:

Howard M. Campbell

William G. Fore, Jr.

Don C. Gantt, Jr.

Charles W. McKay

Howard F. Simpson

Jim R. Wilck

Mattie P. Wiley

Absent: Robert M. Jones

Also present: Wade Bartlett, County Administrator; James Ennis, County Attorney; Sharon Lee Carney, Director of Economic Development & Tourism; and Jonathan Pickett, Director of Planning and Community Development.

Chairman Fore called the Special Called meeting to order under the Emergency meeting statute because of the weather threat, to take care of time sensitive items. He said the rest of the agenda items will be considered at the meeting to be held Tuesday, February 16, 2010 at 7:00 p.m. Chairman Fore thanked the Board members for their positive response to the called meeting notice, and stated all did sign the notice but that Mr. Jones could not attend this meeting.

In Re: School Board Appointments

Supervisor Simpson and Supervisor Wiley announced the names of the Citizen Committees, as follows:

District 101

William W. Poulston, Chair
611 Buffalo Street
Farmville, VA 23901
Phone: 434.392.4011

LaVonna H. Lyle
1922 Louise Street
Farmville, VA 23901
Phone: 434.392.9977

Kate L. Shorter
1812 Greenhouse Road
Farmville, VA 23901
434.392.5364

District 801

Michelle Raybold, Chair
504 Church Street
Farmville, VA 23901
Phone: 434.315.0129

Ernestine Herndon
601 Longwood Avenue
Farmville, VA 23901
Phone: 434.392.4869

Patricia Holcomb
414 Putney Street
Farmville, VA 23901
434.392.5140

Nancy Phaup
1100 Milnwood Road
Farmville, VA 23901
Phone: 434.392.3351

Ruth Watkins
515 South Bridge Street
Farmville, VA 23901
Phone: 434.392.8600

Supervisor Wilck made a motion to authorize a public hearing for the March Board meeting at which citizens will have an opportunity to submit names of candidates to be considered for appointment to the School Board; the motion carried:

Aye: Howard M. Campbell
William G. Fore, Jr.
Don C. Gantt, Jr.
Charles W. McKay
Howard F. Simpson
Jim R. Wilck
Mattie P. Wiley
Nay: None
Absent: Robert M. Jones

Supervisor Gantt made a motion to authorize advertisement of the Citizen Committees for the purpose of encouraging citizens to submit nominations to the Committee; the motion carried:

Aye: Howard M. Campbell
William G. Fore, Jr.
Don C. Gantt, Jr.
Charles W. McKay
Howard F. Simpson
Jim R. Wilck
Mattie P. Wiley
Nay: None
Absent: Robert M. Jones

In Re: Request from Industrial Development Authority – Amendment to Granite Falls CDA

Mrs. Sharon Lee Carney, Economic Development Director, stated the Prince Edward County Industrial Development Authority (IDA) has amended the Petition for the Creation of the Granite Falls Community Development Authority (CDA) to be more specific about the proposed Granite Falls project. She said the Board is requested to consider two amendments to the original ordinance, as follows:

3. Facilities and Services. The CDA is created for the purpose of exercising the powers set forth in the Act, including financing, constructing, acquiring and developing, and owning and maintaining if necessary, certain public improvements in connection with the development of a hotel and conference center, which public improvements may include sewer system improvements, roads and road improvements, landscaping, parking, the Granite Falls Conference and Hospitality Training Center and such other facilities and services as are permitted by the Act, as set forth in the Petition, as amended by the Amendment to Petition.

6. Membership of the Authority.

- a) The powers of the CDA shall be exercised by an authority board consisting of eight members, such number being equal to the number of members of the Board of Supervisors, and such alternate members as the Board of Supervisors may appoint. The members of the Board of Supervisors shall constitute the members of the CDA Board and the term of each member of the CDA Board shall be coterminous with such member's term of office as a member of the Board of Supervisors, unless provided otherwise by resolution of the Board of Supervisors in accordance with the provisions of Section 15.2-5113 of the Act.
- b) The initial members of the CDA board shall be as set forth in the Articles of Incorporation for the terms set forth therein.

Chairman Fore said a public hearing must be held for the two proposed changes.

Supervisor Simpson made a motion to accept the amendments to the Petition for the Creation of the Granite Falls Community Development Authority, as submitted by the IDA; and to authorize advertisement of a Public Hearing for March 9, 2010 at 7:30 p.m. to consider the Ordinance Amending the Ordinance Creating the Granite Falls Community Development Authority; the motion carried:

Aye:	Howard M. Campbell	Nay: None
	William G. Fore, Jr.	
	Don C. Gantt, Jr.	
	Charles W. McKay	
	Howard F. Simpson	
	Jim R. Wilck	
	Mattie P. Wiley	

Absent: Robert M. Jones

**AMENDMENT TO PETITION DATED AUGUST 14, 2009
FOR THE CREATION OF THE GRANITE FALLS
COMMUNITY DEVELOPMENT AUTHORITY
AND WAIVER**

The undersigned Industrial Development Authority of Prince Edward County, Virginia ("IDA") along with Prince Edward Development, LLC (the "Purchaser"), submitted a Petition for the Creation of the Granite Falls Community Development Authority (the "CDA"), dated August 14, 2009 (the "Petition"). The undersigned IDA, as the owner of the land within the CDA, and the undersigned Purchaser, as the proposed purchaser of the land within the CDA, hereby amend the Petition as follows:

The first sentence of Paragraph 3 is amended to read: "The CDA will undertake to finance, acquire and construct public improvements pursuant to Section 14.2-5158 of the Act, which public improvements may include sewer system improvements, roads and road improvements, landscaping, parking, the Granite Falls Conference and Hospitality Training Center and such other facilities and services as are permitted by the Act (collectively, the "Improvements")."

The Board of Supervisors of the County of Prince Edward, Virginia is respectfully requested to amend its Ordinance Creating the Granite Falls Community Development Authority, adopted on November 17, 2009 (the "Ordinance"), to include the change described above.

To the extent the provision of Virginia Code Section 15.2-5156(B) apply to this amendment the undersigned waive mailing of the proposed amendment to the Ordinance, notice of the adoption of such amendment and the 30 day period referenced to in Section 15.2-5156(B).

**AN ORDINANCE AMENDING THE ORDINANCE CREATING THE
GRANITE FALLS COMMUNITY DEVELOPMENT AUTHORITY**

WHEREAS, the Board of Supervisors of the County of Prince Edward, Virginia (the "Board of Supervisors") authorized the creation of the Granite Falls Community Development Authority (the "CDA") by ordinance entitled "Ordinance Creating the Granite Falls Community Development Authority", adopted November 17, 2009 (the "Ordinance"); and

WHEREAS, the Industrial Development Authority of Prince Edward County, Virginia (the "Authority"), as the owner of the land in the CDA and Prince Edward Development LLC (the "Purchaser") as the proposed purchaser of such land submitted a Petition, dated August 14, 2009 (the "Petition") requesting the Board of Supervisors to create the CDA; and

WHEREAS, the Authority and the Purchaser have submitted an Amendment to Petition requesting that the CDA be authorized to finance certain additional facilities; and

WHEREAS, the Board of Supervisors desires to provide that the members of the CDA Board shall consist of the members of the Board of Supervisors, each such DCA board member to be appointed for a term of office coterminous with such member's term of office as a member of the Board of Supervisors; and

WHEREAS, a public hearing has been ehld on March 9, 2010, by the Board of Supervisors on the adoption of this Ordinance and notice has been duly published in

accordance with the requirements of Section 15.2-5156 of the Code of Virginia of 1950, as amended (the "Act"); and

NOW, THEREFORE, BE IT ORDAINED by the Board of Supervisors of the County of Prince Edward, Virginia as follows:

1. Amendment of Paragraph 3 of Ordinance. The Ordinance is hereby amended so that the first sentence of Paragraph 3 of the Ordinance reads as follows:

The CDA is created for the purpose of exercising the powers set forth in the Act, including financing, construction, acquiring and developing, and owning and maintaining if necessary, certain public improvements in connection with the development of a hotel and conference center, which public improvements may include sewer system improvements, roads and road improvements, landscaping, parking, the Granite Falls Conference and Hospitality Training Center and such other facilities and services as are permitted by the Act, as set forth in the Petition, as amended by the Amendment to the Petition.

2. Amendment of Paragraph 6 of the Ordinance. Paragraph 6 of the Ordinance is hereby amended to read as follows:

6. Membership of the Authority

- a) The powers of the CDA shall be exercised by an authority board consisting of eight members, such number being equal to the number of members of the Board of Supervisors, and such alternate members as the Board of Supervisors may appoint. The members of the Board of Supervisors shall constitute the members of the CDA Board and the term of each member of the CDA Board shall be coterminous with such member's term of office as a member of the Board of Supervisors, unless provided otherwise by resolution of the Board of Supervisors in accordance with the provision of Section 15.2-5113 of the Act.
- b) The initial members of the CDA board shall be as set forth in the Articles of Incorporation for the terms set forth therein.

3. Articles of Incorporation. The County Administrator is authorized and directed to execute and file Articles of Incorporation with the State Corporation Commission in substantially the form on file with the County Administrator with such changes or corrections as the County Administrator may approve prior to filing.

4. Recordation of Ordinance. In accordance with Section 15.2-5157 of the Act, a copy of this Amending Ordinance, together with the Ordinance, shall be recorded in the land records of the Clerk's Office of the Circuit Court of the County of Prince Edward for each tax map parcel in the CDA District and the CDA District shall be noted on the land records of the County.

5. Effective Date. This Ordinance shall take effect immediately upon its adoption.

Adoption at a regular meeting of the Board of Supervisors of the County of Prince Edward, Virginia, held on March 9, 2010.

In Re: Granite Falls Conference & Training Center Grant Application

Mrs. Sharon Lee Carney said Prince Edward County has an opportunity to apply for a \$1.2 million Community Development Block Grant (CDBG) from the Virginia Department of Housing and Community Development for the construction of the Granite Falls Conference and Training Center. She said two public hearings are necessary as part of the competitive grant application; the first hearing is held to identify the County's community development and/or housing needs, the range of eligible project types funded through the CDBG program and the amount of money available to the applicant, as well as the County's past performance (if applicable) in the CDBG program during the previous five years. The second hearing must be held for public review of and comment on the final draft of the CIG proposal.

Mrs. Carney stated the 2010 grant round is due March 31, 2010, and requested Board authorization to advertise to Public Hearings: one to be scheduled on Tuesday, February 23, 2010 at 3:00 p.m.; and the second to be scheduled for Tuesday, March 9, 2010 at 7:30 p.m. at the Board of Supervisors meeting. She added there is no grant match requirement but applications do score higher with a substantial match. Grant awards will be announced in June 2010.

Chairman Fore asked about the need for two public hearings. Mr. Bartlett said the one to be held on Tuesday, February 23 at 3:00 p.m. is to inform the public about CDBG grants and those that Prince Edward County applied for in the past; the one to be held on Tuesday, March 9 during the regular Board of Supervisors meeting would be for public review and comment on the final draft of the CIG proposal.

Supervisor Simpson made a motion to authorize the advertisement of the public hearing to be held on Tuesday, February 23, 2010 at 3:00 p.m. and the public hearing to be held on Tuesday, March 9, 2010 at 7:30 p.m. at the Board of Supervisors meeting regarding the submission of a \$1.2 million CDBG grant application to the Virginia Department of Housing and Community Development for the construction of the Granite Falls Conference and Training Center; the motion carried:

Aye:	Howard M. Campbell	Nay: None
	William G. Fore, Jr.	
	Don C. Gantt, Jr.	
	Charles W. McKay	
	Howard F. Simpson	
	Jim R. Wilck	
	Mattie P. Wiley	

Absent: Robert M. Jones

In Re: County Emergency Operations Plan

Mr. Jonathan Pickett, Director of Planning and Community Development, said Prince Edward County has not formally updated and re-adopted its Emergency Operations Plan (EOP) in a number of years. The state is requiring all localities to update their plan and have the local governing body re-adopt it in order to maintain eligibility for grant funding through the Virginia Department of Emergency Management and the federal Department of Homeland Security. He requested the Board authorize the necessary public hearing be held during the March 9, 2010 Board of Supervisors meeting. Mr. Pickett said the plan is presently being updated and the approximately 200-page draft is available for review in his office.

Supervisor McKay made a motion to authorize advertisement of a public hearing for the March 9, 2010 meeting for public input on the County's update Emergency Operation Plan; the motion carried:

Aye: Howard M. Campbell
William G. Fore, Jr.
Don C. Gantt, Jr.
Charles W. McKay
Howard F. Simpson
Jim R. Wilck
Mattie P. Wiley

Nay: None

Absent: Robert M. Jones

In Re: Motor Vehicle License Tax Committee Report

Mr. Bartlett said the Motor Vehicle License Tax Committee has met three times to review and discuss the County's current Motor Vehicle License Tax Ordinance. The Committee comprises: Supervisor Simpson – Chair; Supervisor McKay; Commissioner of Revenue Beverly Booth; Treasurer Mable Shanaberger; County Attorney Jim Ennis; and County Administrator Wade Bartlett.

The Committee recommends the following Proposed Amended Vehicle Classifications and Rates:

Class Code	Description	Count	License Tax	Tax Amount
01	Automobiles	10,572	25.00	\$ 264,300.00
07	Farm Trucks	192	30.00	\$ 5,760.00
09	Trucks < 7500 lbs	4,084	25.00	\$ 102,100.00
11	Motorcycles	338	15.00	\$ 5,070.00
13	Trailers	3,201	15.00	\$ 48,015.00

25	Motor Homes	50	25.00	\$ 1,250.00
45	Antique Veh 1st Yr	-----	30.00	-----
51	Trucks > 7500 lbs	1,268	35.00	\$ 44,380.00
NG	National Guard	27	15.00	\$ 405.00
	Total Tax			\$ 471,280.00

Supervisor Simpson made a motion to authorize advertisement of a public hearing for the March 9, 2010 meeting for the amendment of the County Motor Vehicle License Tax Ordinance. The motion carried:

Aye: Howard M. Campbell
William G. Fore, Jr.
Don C. Gantt, Jr.
Charles W. McKay
Howard F. Simpson
Jim R. Wilck
Mattie P. Wiley

Nay: None

Absent: Robert M. Jones

In Re: County Attorney's Report

Mr. Jim Ennis, County Attorney, stated that in regards to the Bush 4-B, he prepared settlement agreements for the two outstanding matters where contact has been made with the landowners, and a Petition to be filed with the Circuit Court, wherein all parties will join requesting a distribution of the funds that were previously on deposit in the Clerk's office as well as a confirmation of the perpetual easements that were sought at the time the Certificate in Lieu of Payment was recorded in 1998. He said the Order for entry by the Judge that would transfer the funds to the owner of the property and confirm the easements is also prepared. He said they are ready for signature, circulation, and filing with the Court.

Supervisor Simpson asked about the possibility of mailing the settlement to the third party.

Mr. Ennis said a valid address for the third party is unknown. He said if proper steps are taken, the funds in the amount of \$261.00 will go to the State of Virginia as unclaimed property. The County will be relieved of the liability for that sum of money, but the County would still have no confirmation of easement. He said the County must file a Petition with the Circuit Court and have an Order entered in order to disperse the money and confirm the easement. He said the procedure is that once the agreements are signed, copies of the Settlement Agreements need to be attached to the Petition as an exhibit. The

County will remit the funds necessary over and above what is already on deposit with the Clerk's office, with the filing of the Petition; the Order will direct those funds be deposited with the Clerk of the Court.

Supervisor Simpson made a motion to authorize the Board Chairman and the County Administrator to sign all necessary documents to close out the Bush 4-B project, and appropriate the necessary funds as follows:

		<u>Debit</u>	<u>Credit</u>
3-100-041050-0100	From General Fund Fund Balance		\$ 31,500
4-100-082300-5450	Flood & Erosion Control / Bush 4-B	\$ 31,500	

The motion carried:

Aye: Howard M. Campbell
William G. Fore, Jr.
Don C. Gantt, Jr.
Charles W. McKay
Howard F. Simpson
Jim R. Wilck
Mattie P. Wiley

Nay: None

Absent: Robert M. Jones

In Re: County Administrator's Report

Mr. Bartlett said Congressman Perriello, in preparation of the Federal Fiscal Year beginning October 1, 2010 (FY 11), has initiated a procedure for local governments to submit requests for federal funding. The deadline is February 22, 2010. He reviewed the items submitted last year:

- 1) Water treatment plant and Distribution System
- 2) State Route 643 – Back Hampden Sydney Road
- 3) Improvements to East Interchange of 460
- 4) U.S. 15 – Parallel lanes
- 5) Regional Wireless Broadband Initiative
- 6) Energy Conservation and Management System – Prince Edward, VA Public Schools
- 7) Prince Edward Business Park Site Development

Mr. Bartlett said that most requests will require a local match this fiscal year, and amounts vary by federal program. State Route 643 and U.S. 15 have VDOT funds assigned to them that can be used as match; the 460 Interchange has no such match. Mr. Bartlett recommended Prince Edward County submit funding requests for State Route 643 and U.S. 15.

Mr. Bartlett then said the Wireless Broadband requests from last FY have yet to be acted on by the Federal Government and Prince Edward has no local matching funds identified for such projects; he recommended no application be submitted this FY. He said the work at the Business Park has been completed. Mr. Bartlett said the Workforce Training Center portion of the Hotel/Conference project is eligible and the match portion can be obtained from either the Tobacco Commission or the developer.

Mr. Bartlett asked the Board to review the items listed and to contact him with questions or to add to the list.

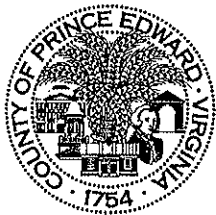
On motion of Supervisor Simpson and adopted by the following vote:

Aye: Howard M. Campbell
William G. Fore, Jr.
Don C. Gantt, Jr.
Charles W. McKay
Howard F. Simpson
Jim R. Wilck
Mattie P. Wiley

Nay: None

Absent: Robert M. Jones

the meeting was recessed at 4:05 p.m. and will reconvene on Tuesday, February 16, 2010 at 7:00 p.m.



**County of Prince Edward
Board of Supervisors
Agenda Summary**

Meeting Date: February 16, 2010
Item No.: 22
Department: County Administrator
Staff Contact: W.W. Bartlett
Issue: TELEPHONE AND INTERNET RFP

Summary:

As authorized by the Board of Supervisors an RFP for local and long distance telephone service and Internet service was issued in May 2009. The technical complexity of the subject delayed my recommendation to the Board.

Five responses were received but only three provided quotes for both telephone and internet services. A committee consisting of Brian Butler, Todd Pugh of Hampden-Sydney College and myself reviewed the three proposals and determined NTELOS and Embarq provided responses which best suited the County's current and future needs. I have been in negotiations with both since that time and have determined NTELOS will provide the best service to the County.

Based on past phone and internet bills, the estimated savings to the County will fall in the range of \$54,345 - \$62,516 per year. After reviewing 3 monthly bills in 2008 I found the average monthly cost for local telephone service was \$3,174.87, for long distance it was \$2,042.18 and for the internet it was \$404.72 or a total of \$5,621.77 monthly. These costs have increased over time, last month the cost for local telephone service was \$3,690.43, the cost for long distance was \$2,170.34 and the cost for internet service was \$441.86, for a total of \$6,302.63. If we enter into a five year contract with NTELOS the cost for local telephone service and internet service would be \$2,019.50 and the estimated cost for long distance would be \$117.37 for a total of \$2,223.28. Using the three month average in 2008, this is a savings of \$3,398.49 per month or \$40,781.88 per year. Using the January 2010 total of \$6,302.63 yields a savings of \$4,079.35 per month or \$48,952 annually. This does not include savings associated with Social Services or the Health District. Savings associated with those two entities are estimated to be \$1,130.34 per month or \$13,564.08 annually. Adding the savings associated with Social Services and the Health District yields the range described above.

The County's current phone system is outdated and unable to support the new technology that will allow these savings to be achieved. In addition the current system has reached maximum capacity. The cost to replace the current phone system is estimated to cost approximately \$59,000. To replace the current phone system will require the issuance of an RFP

Attachments: NTELOS CONTRACT

Recommendation:

Award a 5 year contract for telephone and internet service to NTELOS.

Authorize the County Administrator to issue an RFP for Communications equipment, call accounting system, and Voice Mail Equipment and installation.

Motion _____	Campbell _____	Fore _____	Gantt _____
Second _____	Jones _____	McKay _____	Simpson _____
	Wiick _____	Wiley _____	



Services Agreement

1154 Shenandoah Village Drive, Waynesboro, VA 22980

Customer Name: County of Prince Edward Virginia NTELOS Account No: _____

Billing Address: PO BOX 382

City, State, Zip: FARMVILLE, VA 23901

Term - 5 Year

Effective Date - 2/3/2010

Contacts

Email Address - contact Wade Bartlett at wbartlett@prince-edward.va.us

Billing Contact - contact Wade Bartlett at 434-392-8837

Service Number	Product	Qty.	Price
(434) 091-0005 - New Install	111 S MAIN ST FARMVILLE, VA 23901 (PEVA)		
Circuit ID: N/A			
Internet per Meg (NV250 CL)		5	\$250.00
WAN ETHERNET 10M (4ETX1 CL)		1	\$899.00
MetroE Service Level Agreement (4MSLA CL)		1	\$0.00
Ethernet 10M Term Discount (6E105 CL)		1	(\$224.00)
NTELOS PROVIDED TRANSPORT (NETT1 CL)		1	\$0.00
			\$925.00
(434) 091-0006 - New Install	111 S MAIN ST FARMVILLE, VA 23901 (PEVA)		
Circuit ID: N/A			
NTELOS PROVIDED 10M WAN E (4EN10 CL)		1	\$0.00
NTELOS PROVIDED TRANSPORT (NETT1 CL)		1	\$0.00
			\$0.00
(434) 091-0007 - New Install	111 S MAIN ST FARMVILLE, VA 23901 (PEVA)		
Circuit ID: N/A			
DID EACH 20 NUMBERS (4D20 CL)		3	\$30.00
NETWORK SERVICES (4VAR CL)		1	\$55.00
E911 VA FEE FRMVILL/PRINCE ED (491FV CL)		23	\$17.25
E911 DATA ROUTING FARMVLL-PE (49FRM CL)		23	\$0.00
PRI Channel over IP (VOPRI CL)		23	\$460.00
			\$562.25
(434) 091-0008 - New Install	111 S MAIN ST FARMVILLE, VA 23901 (PEVA)		
Circuit ID: N/A			
NETWORK SERVICES (4VAR CL)		1	\$55.00
E911 VA FEE FRMVILL/PRINCE ED (491FV CL)		23	\$17.25
E911 DATA ROUTING FARMVLL-PE (49FRM CL)		23	\$0.00
PRI Channel over IP (VOPRI CL)		23	\$460.00
			\$532.25
			\$2,019.50

Total Price	\$2,019.50
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Acceptance

My signature hereunder acknowledges that I have read and do understand the terms and conditions stated above and those on the attached Terms & Conditions document and that I have agreed to those terms.

_____	_____	_____
Authorized Party:	Title:	Date:
_____	_____	_____
NTELOS: MILLER, BRADLEY K	Tel:	Date:

CLECN-FARM-30487-83420 - County of Prince Edward Virginia -



Letter Of Agency

1154 Shenandoah Village Drive, Waynesboro, VA 22980

Customer Name: County of Prince Edward Virginia NTELOS Account No: _____

Billing Address: PO BOX 382

City, State, Zip: FARMVILLE, VA 23901

I agree to and grant permission to NTELOS to obtain customer proprietary network information related to our telecommunications services.

Current Billing Account No(s) _____

Other: _____

Other: _____

Authorized Party

NTELOS Representative

Please Print Name

MILLER, BRADLEY K

Title

Telephone Number

2/3/2010

2/3/2010

Date

Date

For Official Use Only



Long Distance PIC Change (LOA)

1154 Shenandoah Village Drive, Waynesboro, VA 22980

Customer Name: County of Prince Edward Virginia NTELOS Account No: _____

Billing Address: PO BOX 382

City, State, Zip: FARMVILLE, VA 23901

I hereby authorize and designate NTELOS Long Distance to act as my agent for the purpose of submission to my local telephone company an order or orders to change my preferred provider from my current provider to NTELOS Long Distance for the telephone number(s) indicated above and on the contract. The change or changes I am authorizing NTELOS Long Distance to submit are for the service or services indicated by my signature or signatures below.

IntraLATA and InterLATA Long Distance

Your State is divided into major long distance calling areas called LATAs (local access and transport areas). Calls to a place within the same LATA are called intraLATA calls. Calls to a place outside of a LATA, including both intrastate and interstate calls, are called interLATA calls. Additionally, if NTELOS Long Distance is designated as a customer's interLATA carrier, NTELOS Long Distance will also automatically handle direct dialed international calls.

I understand that the FCC rules require that I separately authorize preferred long distance companies for either interLATA and intraLATA services. If I sign only once, for either intraLATA alone or interLATA alone, I understand that only the single service will be affected by this Letter of Authorization. If I sign on both lines below, I understand that both services will be affected by this Letter of Authorization. I also understand that each change, including separate changes for interLATA and intraLATA, may involve a charge from my local exchange carrier for executing the change, and that NTELOS Long distance will fully reimburse me for the fee.

Please change my IntraLATA long distance carrier from my current long distance company to NTELOS Long Distance (if available in your area).

Authorized Party 2/3/2010
Date

Please change my InterLATA long distance carrier from my current long distance company to NTELOS Long Distance (if available in your area).

Authorized Party 2/3/2010
Date

Please be sure that the name and address on the form matches the name and address for the telephone number as would be indicated in the telephone companies records.

NTELOS Representative 2/3/2010
Date



PIC Freeze Authorization

1154 Shenandoah Village Drive, Waynesboro, VA 22980

Customer Name: County of Prince Edward Virginia NTELOS Account No: _____

Billing Address: PO BOX 382

City, State, Zip: FARMVILLE, VA 23901

I hereby authorize NTELOS to implement, effective immediately, a freeze of my provider for the number(s) as indicated on the contract authorized by my signature or signatures below. I understand that I will be unable to make a change in provider for any of the services on which I place a freeze, unless I first instruct NTELOS to remove the freeze.

IntraLATA and InterLATA Long Distance

Your State is divided into major long distance calling areas called LATAs (local access and transport areas). Calls to a place within the same LATA are called intraLATA calls. Calls to a place outside of a LATA, including both intrastate and interstate calls, are called interLATA calls. Additionally, if NTELOS Long Distance is designated as a customer's interLATA carrier, NTELOS Long Distance will also automatically handle direct dialed international calls.

Please freeze my IntraLATA long distance carrier.

Authorized Party 2/3/2010
Date

Please freeze my InterLATA long distance carrier.

Authorized Party 2/3/2010
Date

NTELOS Representative: MILLER, BRADLEY K 2/3/2010
Date

Please be sure that the name and address on this form matches the name and address for the telephone number.



White-Yellow Pages Directory Information

1154 Shenandoah Village Drive, Waynesboro, VA 22980

Customer Name: County of Prince Edward Virginia NTELOS Account No: _____

Billing Address: PO BOX 382

City, State, Zip: FARMVILLE, VA 23901

As a new Business Customer, you will receive:

- One free straight line listing in the **Sprint - Farmville** white pages in addition to
- One free listing under one heading of your choice in the **Sprint - Farmville** yellow pages.

The following items are provided by **RH Donnelly** as Paid Advertising:

Blue or Yellow highlights, Bold Type, and All Advertising in the yellow pages.

You can contact their Sales Office @ **800-446-6012**

An Example: Doe Jane (would be listed under D in the business white pages)

Jane Doe (would be listed under J in the business white pages)

Listing will not include PO Box numbers.

Main Listings

Service Number	Listed Name	White Page	Yellow Heading	Address
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Additional Listings

Service Number	Listed Name	White Page	Address
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Cross References

Service Number	Listed Name	Address
----------------	-------------	---------

NTELOS can only input one header in the yellow pages per listed number; additional headers and advertising must be purchased through:

RH Donnelly

Caption Listing (customers with multiple listings such as, real estate companies and law firms) should be typed on an additional sheet of paper.

The 1st day of **October** is the cutoff date for the phone directory. **Book Code: FV**

****** Any changes or modifications requested after the date above cannot be guaranteed to be changed or modified in the directories.**

 Authorized Party 2/3/2010
Date

 NTELOS Representative 2/3/2010
Date



Terms and Conditions

1154 Shenandoah Village Drive, Waynesboro, VA 22980

nTelos
Internet Services Terms & Conditions
Updated 4.01.09

The Internet Services Terms & Conditions apply to any nTelos Internet access service. By using any nTelos Internet Service, the User/Customer (herein called "Customer") agrees to the following terms and conditions:
Acceptable Use Policy

1. Customer is solely responsible for the content and activities to, from or through the nTelos Internet Service. Customer will use nTelos Internet Services may only be used for lawful purposes. nTelos may immediately terminate such service if the nTelos Internet Service for any unlawful purpose or if any violation of the Acceptable Use Policy occurs. In addition, in the event that communications by the Customer makes use of the nTelos network to the detriment of nTelos network or reputation, nTelos reserves the right to immediately restrict, interrupt or terminate the Customer's services and/or network use.

- Harassment by email, in any form, is prohibited.
- Sending unsolicited mail messages, including the sending of unsolicited bulk mail, "junk mail" or other advertising material to individuals who did not specifically request such material ("email SPAM") is prohibited, including use of email originating from the nTelos network or networks of other Internet Service Providers on behalf of, or to advertise, any service hosted by nTelos or connected via the nTelos network. If a recipient asks to stop receiving email, the Customer must immediately stop sending email.
- Customers engaging in solicited mass mailings are required to use industry standard means of properly collecting email addresses for inclusion on a mailing list. Customer must be able to confirm proper collection of email addresses upon request by nTelos personnel at any time. Customers must also be able to provide methods for recipient addition and removal not requiring the intervention by nTelos personnel.
- Creating or forwarding "chain letters" or "pyramid schemes" of any type is prohibited.
- Malicious email, including, but not limited to, "mail bombing" (flooding a user or site with very large or numerous emails) will result in account termination.
- Unauthorized use or forging of mail header information to hide identity is prohibited.
- Customer agrees to secure open SMTP ports to prohibit mail relaying by third parties. The Customer also agrees to conform to the protocols and standards defined in the following Internet documents: RFC1812, RFC 2644, RFC1122, RFC1123 and additional classifications as appropriate.
- Reselling or distributing the nTelos' services, in whole or in part, including but not limited to multiple dial-up sessions or Internet connections on a single-user account is strictly prohibited without express written permission of nTelos.
- Any use of the nTelos network for the creation of, relay of, or storage of illegal materials in violation of any Federal law, State law, or other restricted-use regulation and/or fraudulent information is strictly prohibited. Violations include, but are not limited to, copyrighted material, threatening or obscene material, trade secrets, or any material protected by other legitimate restrictions.
- Peer-to-Peer node hosting and/or server hosting on residential accounts is prohibited.
- Per minute rate for 800-number access applies to all Customers regardless of the location from which the dial-up session is initiated. Customers are advised to check their local dialing number after returning from a location when the 800 number services were used.
- Static IP addresses are assigned on a need basis only. Additional static IP addresses will not be assigned to Users unless the User can account for additional IP address usage. Static IP addresses are administered by the American Registry for Internet Numbers ("ARIN") and nTelos is subject to review by ARIN. If the utilization of User IP space does not meet the ARIN requirements, nTelos reserves the right to review and remove extra static IP addresses as needed to comply with the ARIN guidelines.
- Unauthorized access via nTelos to any computer, facility, network, or combination is strictly forbidden. Any access to other networks through nTelos must comply with the service agreements appropriate for the accessed network.
- Customers are responsible for maintaining their own network security when using their own routers or dedicated servers.

2. **WARRANTY:** nTelos expressly disclaims any and all warranties regarding nTelos Internet Service or product provided through, in connection with the nTelos Internet Service, or located on nTelos computers, facilities or elsewhere accessible through Customer's account, including without limitations, any warranties as to the availability of, merchantability of, or fitness for a particular purpose of nTelos' services. Any software provided in connection with nTelos Internet Service is provided "as is" and without warranty of any kind. Use of freeware and shareware programs that may be included on distribution media or obtained from nTelos is governed by their respective licensing agreements which may contain restrictions on use including, but not limited to, the requirement(s) to pay the author(s) a specified amount after a trial period has elapsed.

3. **LIABILITY:** Customer agrees to indemnify and hold nTelos harmless from any claims resulting from use of nTelos Internet Services. nTelos shall not be liable for any consequential, special, incidental or indirect damages of any kind arising out of the use of nTelos Internet Services (including but not limited to lost data or lost profits), even if nTelos has been advised of the possibility of such damages.

4.COMMITMENT:

(a) Broadband XL, Digital Subscriber Line (DSL), Portable Broadband. Customer may cancel account at any time unless it is still under a term commitment. nTelos does not issue refunds for unused services paid in advance. If Customer cancels a term service for any reason or is disconnected for cause prior to the end of the commitment period, Customer will be charged an early termination fee (ETF) of \$100 per service.

5.SERVICE RATES & FEES:

(a) Broadband XL, Digital Subscriber Line (DSL), Portable Broadband, Dial-Up. Rates and fees are set forth on the nTelos web site, www.ntelos.com. Rates and fees are subject to change by sales promotions, quantity discounts, or other programs sponsored by nTelos. nTelos will provide a 30-day written notice of price increases or service area changes. Customer will have 14 days from the date of the notice to provide nTelos with a written request to terminate service and incur no liability. Otherwise, Customer will be billed at the new pricing.

(b) Dedicated Internet Service Rates and fees are set forth in the Service Agreement for Dedicated Internet Services. Except as may be provided in the Service Agreement, the rates for Dedicated Internet Service are fixed for the term of the Service Agreement.

6. **BILLING AND CREDITS:** Users will receive a monthly or periodic invoice, dependent upon the terms of the account(s). Residential Internet Service is contingent on a satisfactory credit score of the Customer. The first invoice may be higher than the monthly rate due to prorating in order to get the account(s) into the proper nTelos billing cycle. Account adjustments normally require approval by an nTelos Manager. Approved adjustments will be processed promptly and will be reflected on subsequent billing statements. Billing errors are not grounds to withhold payment from nTelos. For non-recurring charges, such as web site development, network installation, maintenance, repairs, or other services rendered above and beyond Internet access via a communications line, payment is due upon receipt of the invoice.

7. PAYMENT:

(a) nTelos Internet Services except Dedicated: Credit or Debit card may be used to make payment on a one-time payment basis or, for certain services, on an automatically recurring monthly basis. On an automatically recurring monthly basis, by providing a credit or debit card number to nTelos, Customer expressly authorizes nTelos to charge the credit or debit card for any access service charges and additional usage that is incurred. It is the Customer's responsibility to inform nTelos of any changes to the credit or debit card, including a new expiration date for reissued, stolen or misplaced cards. Failure to notify nTelos of changes in credit or debit card status could result in service interruption and additional fees. Direct deduction from a checking account (ACH) is a payment option for residential Internet services such as Dial-Up, DSL, Broadband over Fiber and Portable Broadband.

(b) Dedicated Internet Service Accounts are in default if payment is not received within 25 days after the date of invoice. If a payment is returned to nTelos as unpaid, Customer is immediately in default and is subject to a nTelos processing fee for each returned check or failed credit/debit card charge. All Customers are subject to a late fee of 1.5% of the outstanding balance for any unpaid balances after 25 days. An account in default may have its service interrupted and such interruption does not

release Customer from obligation to pay the account in full. Only a written request to terminate Service relieves the Customer of obligation to pay future monthly or annual account charges.

8. A parent or legal guardian (a.k.a. responsible adult) must authorize accounts for persons under the age of 18 and is responsible for payment and agrees with the terms and conditions herein, as evidenced by a proper signature on the nTelos Service Agreement.

9. DEFAULT: Accounts are in default if payment is not received within 25 days after the date of invoice. If a payment is returned to nTelos as unpaid, customer is immediately in default and is subject to a nTelos processing fee for each returned check or failed credit/debit card charge. All Customers are subject to a late fee of 1.5% of the outstanding balance for any unpaid balances after 25 days. An account in default may have its service interrupted and such interruption does not release Customer from obligation to pay the account in full. Only a written request to terminate service relieves the Customer of obligation to pay future monthly or annual account charges.

10. Customer is responsible for the security of account passwords. Availability and access to Customer's accounts by others is strictly prohibited. The uses of email aliases attached to an account are the exception. Customer remains liable for the use of such email aliases under terms and conditions herein set forth. Customer may not attempt to find or in any manner search out or aid and abet in an attempt by any other person to find the password of another user.

11. nTelos full-time connections are dedicated services. Dedicated services (maintaining an open access for more than 8 hours) are classified and rated accordingly.

12. Customers are responsible for maintaining their own network security when using their own routers or dedicated servers.

13. nTelos maintains junk email and virus filters for all nTelos hosted email accounts to reduce the flow of SPAM and malicious viruses to nTelos customers. Because the nature and appearance of junk email and viruses change over time, it is impossible to filter email with 100% accuracy or reliability. Customers may turn off junk email and virus filtering for individual accounts at any time.

14. nTelos offers a 30-day satisfaction guarantee on certain Internet services, including Dial-Up, Portable Broadband and DSL. If a Customer is not satisfied with the Internet service during the first 30 days of service, nTelos will release Customer from any contracts, and refund any Internet-related fees already paid to nTelos minus any service fees pro-rated for the duration of usage. Any one-time construction fees specific to Customer's site will not be refunded. Customers are responsible for the return of any and all nTelos-provided equipment within 30 days of service cancellation.

15. For nTelos-provided equipment, an equipment fee will be applied to Customer's account upon cancellation. When the nTelos-provided equipment is returned, the equipment fee will be removed from the Customer's account.

16. All dial-up accounts will time out if left idle for an extended period of time. Users may not attempt to defeat nTelos idle time-out regulations.

17. nTelos reserves the right to change the terms and conditions at any time.

PRIVACY POLICY: nTelos does not share any customer information with any outside entity unless by appropriately served court order.

Authorized Party

2/3/2010

Date



Terms and Conditions

1154 Shenandoah Village Drive, Waynesboro, VA 22980

NTELOS Local and High Capacity Services Contract
Updated: 4-01-09

This Contract is made between _____ ("Customer") and NTELOS ("Company") on _____, 20____. Customer has requested Local Exchange Service and/or High Capacity Service ("Service"), as set forth in the Services Contract and incorporated herein by reference from NTELOS at Service address(es) specified (herein called "Premises"). The Customer and the Company hereby agree as follows.

1. **Tariff Application.** Service(s) is provided by Company subject to the terms and limitations stated in Company's applicable state and federal Tariffs, including the provisions of the Tariff concerning the liability of Company.
2. **Installation.** Company is responsible for installing and maintaining Service(s) to the Network Interface. Company will use all commercially reasonable efforts to make the Service(s) available on or before the Requested Service Date. Customer who has requested Service(s) agrees to obtain all necessary consents to install the Service(s) from any third parties having an interest in the Premises. Customer agrees to furnish and place at the Premises, at its expense, any necessary conduits and electrical current required to operate the High Capacity Service. Customer shall, at its expense, provide necessary openings and ducts for cable and conductors in floors and walls. At the Company's request, Customer will provide the Company with floor plans and/or prints showing the location of all such conduits, electrical work, openings, and ducts. The floor plan and/or prints will also show the locations of CPE to be installed. The Company will coordinate with Customer on any required modifications to accommodate installation of Service(s). Customer agrees that if changes are requested by Customer after the Service(s) has been implemented and/or built that additional charges will apply.
3. **Customer Obligation and Liability.** Customer shall be responsible for:
 - (i) Ensuring the compatibility of Customer's equipment with Service(s) provided by Company, providing adequate space and environment to operate Company and Customer equipment;
 - (ii) Providing electrical power necessary to operate Company and Customer equipment on Premises;
 - (iii) Providing a route suitable to provide Company's cable access to Customer's telephone room;
 - (iv) Paying Company for any damages caused to its equipment by Customer's negligence or willful acts or by fire, electrical or lightning surges, water damage, or any other cause except Company's gross negligence or willful misconduct;
 - (v) Paying all of Company's charges for time and material resulting from diagnosing problems caused by Customer's failure to comply with this Contract.
4. **Payment.**
 - (i) The Customer is responsible for the payment of all charges for facilities and Service(s) furnished by the Company to the Customer and to all users authorized by the Customer, regardless of whether those service(s) are used by the Customer or are resold to or shared with other persons. The Customer is responsible for payment of any sales, gross receipts, excise, access or other local, state, and federal taxes, charges or surcharges (however designated), imposed on or based upon the provision, sale or use of Service(s) excluding taxes on the Company's net income.
 - (ii) A Late Payment Charge of 1.5% applies to any unpaid balance carried forward from a monthly bill to the next month's bill, including all long distance charges billed by the Company on behalf of inter-exchange carriers and alternate operator service providers.
 - (iii) Upon non-payment of any amounts owing to the Company, the Company may discontinue or suspend Service(s) without incurring liability to Customer.
5. **Continuation of Service(s).** At the end of the commitment term of this Contract, the Contract shall automatically continue on a month-to-month basis, unless either party terminates this Contract by providing at least 30 days prior written notice to the other party of such termination.
6. **Commitment.** Customer agrees to remain a subscriber of NTELOS for the Service(s) and for the term stated on the Services Contract. If, prior to end of the commitment term, Customer disconnects for any reason or if Service(s) is disconnected by Company for non-payment or other breach of the Contract, Customer agrees to pay NTELOS termination liability charges and applicable taxes.
7. **Early Termination Charges:**
 - (i) If T-1 level service or above, including PRI, has been provided less than 12 months under this Contract, the customer will be responsible for paying the remaining monthly recurring charges for the first year, all of the waived install charges, plus 50% of the remaining monthly recurring charges for the 13th month through the remainder term of the contract. If customer terminates service after 12 months of the contract, the customer is responsible for 50% of the remaining monthly recurring charges through the remainder term of the contract. All unpaid balances are due upon termination of contract. Customer initials _____
 - (ii) If Company is providing Local Exchange Voice Services to include: Access Line/Centrex/trunk services to Customer and these services are disconnected prior to the end of the commitment term there will be a \$100 per line early termination charge. If access lines have been provided less than 12 months, then the customer will also be responsible for paying the waived line connection and order charge per line. If high cap services are provided on the same contract, the contract value of access lines will be subtracted from the total contract value for ETF calculations.
 - (iii) For NTELOS-provided equipment, NTELOS retains ownership and reserves the right to access customer premises to repair, maintain, or remove its equipment. If access is not granted within 30 days from the date of cancellation, customer will be billed for the cost of the equipment.
 - (iv) Cancellation of service: When upgrading or cancelling service, customer is responsible for providing 30-day written notification to nTelos for discontinuing service. If notification is not received, customer is liable for recurring charge up to the time of disconnection.
8. **General Provisions.**
 - (i) Failure of either party to give notice of default or to enforce any term or condition of this Contract, or any waiver of any term or condition of this Contract shall not constitute permanent or general waiver of that term or condition.
 - (ii) The provision of Service(s) hereunder will not create a partnership, joint venture, or agency relationship between the parties nor result in a joint communications service offering to any customer of either Company or Customer.
 - (iii) Customer agrees not to use the Service(s) or any facilities or equipment of Company for any unlawful purpose.
 - (iv) Customer shall not assign or transfer any or all of its rights or obligations under this Contract without Company's prior, written consent.
 - (v) If any term or condition in this Contract is, to any extent, held invalid or unenforceable in any respect, then the remainder of the Contract shall not be affected, and each remaining term and condition shall be valid and enforceable to the fullest extent permissible by law.
 - (vi) This Contract, and all matters arising out of or related to it, shall be governed by the laws of the State where Service(s) is provided.

Authorized Party

2/3/2010
Date



Terms and Conditions

1154 Shenandoah Village Drive, Waynesboro, VA 22980

NTELOS Metro Ethernet Services Contract Updated: 4-01-09

This Metro Ethernet Services ("Service") Contract is an Addendum to the Local and High Capacity Services Contract and is made between _____ ("Customer") and NTELOS ("Company") on _____, 20____.

NTELOS Metro Ethernet Service is a high-speed data service, based on Ethernet transmission parameters, which uses a fiber network to allow for the interconnection of Local Area Networks (LANs) across selected geographic areas. The Service delivers an interface of 10, 100 and 1000 Mbps from Customers' LANs to the Metro Ethernet Multiprotocol Label Switching (MPLS) backbone. The Service allows the Customer's multiple locations to function as one LAN, providing data privacy for Customer's LAN traffic from the traffic of other networks, both public and private. Metro Ethernet may also interface with other NTELOS-provided Services via MPLS.

1. Connections.

(i) The network interface is the LAN interface on the Company-installed Metro Ethernet equipment at Customer's premises. Customer is responsible for any inside wire or equipment required to connect Customer's LAN to the Metro Ethernet equipment interface. Customer is responsible for installation, operation and maintenance of any Customer-Provided Equipment ("CPE").

(ii) To connect the CPE, Customer will provide a suitable network device as agreed between Customer and Company in the pre-installation design process.

(iii) The responsibility of the Company shall be limited to the provisioning and maintenance of the Service to a predefined demarcation point on the Metro Ethernet equipment.

2. Customer Interfaces.

(i) Customer will provide an interface between CPE and the Company-provided network interface on the Metro Ethernet equipment that will afford a connection to the Metro Ethernet Network. This interface may be a 10, 100, or 1000 Mbps copper interface or suitable fiber-optic interface as determined in the pre-installation design process.

(ii) Company shall not be responsible for installation, operation or maintenance of any equipment provided by the Customer. The Company shall not be responsible for the through transmission of signals generated by such equipment or system, or the quality of or defects in such transmission, or the reception of signals by such equipment or systems.

(iii) Company shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of the Company utilized in the provision of Service render obsolete any facilities or equipment provided by Customer, or require modification or alteration of CPE or system, or otherwise affect its use or performance.

3. CPE/Software.

(i) Company is responsible for maintaining and repairing the facilities it furnishes. Customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company without prior written consent of the Company.

(ii) In order to maintain the quality of the Service, Company reserves the right to perform preventative maintenance and software updates to the network. Customer must agree to allow the Company access to the Metro Ethernet equipment provided for the purpose of maintenance.

4. Limitation of Company Liability.

(i) Service Irregularities - The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to the Company.

(ii) Interruption of Service - In view of the possibility of errors and difficulties occurring in the transmission of messages by telephone, and the impossibility of fixing the cause; therefore, Customer assumes all risks connected with the service except as follows: If service is interrupted otherwise than by negligence or willful act of Customer, an allowance at the minimum rate for the telephone facilities and class of service in effect at the time of the interruption shall be made for the time such interruption continues after notice and demand to the Company. No other liability shall in any case attach to Company.

5. Responsibility of Customer.

(i) Customer is responsible for installing and testing the CPE or facilities to ensure that, when they are connected to Metro Ethernet equipment or facilities, such equipment or facilities are operating properly.

(ii) The operating characteristics of the CPE or facilities shall be such as to not interfere with any of the services offered by the Company. Upon notice that the CPE is causing or is likely to cause such hazard or interference, Customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.

(iii) Customer's responsibility shall include cooperative testing with the Company as may be necessary.

(iv) Environment

a. Air - Customer is responsible to provide adequate cooling to maintain the equipment operating environment parameters as follows:

Temperature: 55-85 degrees Fahrenheit

Humidity: 70% or less.

b. Space - Customer is responsible to provide a clean environment for the CPE and that must be free from flooding.

6. Additional Charges.

(i) Maintenance Visit: The Customer shall be responsible for payment of a maintenance visit fee for instances in which a Company technician is dispatched either to Customer's premises or to repair equipment at other remote locations which is utilized in the provision of Service, and the difficulty or trouble report results from problems with CPE or facilities. Customer will also be responsible for payment of a maintenance visit fee for instances in which the Company technician is dispatched for work or repair that has been scheduled with the Customer, but upon arrival, proper access to the facilities has not been provided by the Customer.

(ii) Moves and Changes: When Customer requests a move or relocation of the Service access line to a different address and/or different building, Customer will be responsible for the construction and installation costs at the new location.

(iii) Time and Material: Time and material non-recurring charges apply to all Customer-requested work performed by Company on Customer's premises beyond the network interface.

NTELOS (herein called "Company") is committed to providing the Metro Ethernet Services customer _____ (herein called "Customer") with superior service and support. This Service Level Agreement for Metro Ethernet Services (herein called "SLA") is an agreement made between both parties specified above which provides commitments to the Customer concerning security, quality, support, uptime and performance of our Services. The provisions of the Services Agreement between the same parties, including without limitation the Local and High Capacity Terms & Conditions and the Metro Ethernet Services Addendum, shall remain in full force and effect.

Quality - Service Availability Commitment

1. Scope: Service Availability Commitment is to have the Company's Metro Ethernet Network, as defined in the Local and High Capacity Terms & Conditions and the Metro Ethernet Services Addendum, available 99.99% of the time. A 15 day "shakedown" period after initial installation of a dedicated circuit is not covered by the Service Availability Commitment to allow time for proper service adjustments and troubleshooting.
2. Maintenance: For purposes of notification, maintenance will be designated as one of two types --- (1) Scheduled Maintenance is any maintenance at the NTELOS hub to which Customer's circuit is connected that is performed between 12:00 AM and 6:00 AM or otherwise scheduled according to Customer's or Company's request and mutually agreed upon by both Parties. Customer will receive at least 48 hours advance notice of service-impacting Scheduled Maintenance. (2) Emergency Maintenance is performed in order to promptly respond and resolve emergency issues associated with service-affecting conditions. Customer will be contacted when Emergency Maintenance has been performed on service-impacting work.
3. Process: At Customer's request, Company will track and calculate Customer's Network Unavailability within a calendar month. Network Unavailability consists of the number of minutes that the NTELOS Network or a Company-ordered data circuit was not available to Customer and includes unavailability associated with any maintenance at the NTELOS hub to which Customer's circuit is connected other than Scheduled Maintenance. Outages will be counted as Network Unavailability only if Company notifies Customer of the outage in accordance with the Outage Reporting Commitment set forth below, or if Customer opens a trouble ticket with the Company's Repair Operations Center within five days of the outage. This Network Unavailability SLA provision will not include Scheduled Maintenance or any unavailability resulting from any 3rd party or Customer-ordered circuits, 3rd party or Customer applications or equipment, Customer initiated maintenance, acts or omissions of Customer, or other events of force majeure (conditions beyond Company's control).
4. Remedy: For each cumulative hour of Network Unavailability or fraction thereof in any calendar month, at Customer's request, Customer's account will be credited an amount equal to the pro-rated charges for one full day of the monthly fee for the Service with respect to which the Service Availability Commitment has not been met. A maximum of one month's credit will be given for all combined remedies for any given calendar month, excluding the initial 15 days after installation.

Uptime - Outage Reporting Commitment

1. Scope: The Outage Reporting Commitment is that notification will be sent to Customer within 15 minutes after Company's determination that Customer's Service is unavailable. Company's standard procedure is to periodically probe Customer Premise Equipment (CPE); CPE must be set up to respond to probe or no outage notification will be sent and Outage Reporting Commitment remedies are not applicable. If Customer's network does not respond to periodic pings, Company will deem service unavailable and will contact Customer's designated point of contact.
2. Process: The Outage Reporting Commitment is applicable only to Metro Ethernet Services provided in the contiguous United States and is applicable only if Customer opens a trouble ticket with Company's Repair Operations Center within five days of the outage. Customer is solely responsible for providing Company accurate and current contact information for Customer's designated and authorized points of contact. Company will be relieved of any obligation under this Outage Reporting Commitment if the authorized Customer contact information is out-of-date or inaccurate due to Customer's action or omission or if Company's failure is due to reasons of force majeure (conditions beyond Company's control).
3. Remedy: If Company fails to meet the Outage Reporting Commitment, upon Customer's request, Customer's account will be credited an amount equal to the pro-rated charges for one full day of the monthly fee for the Service with respect to which the Outage Reporting Commitment has not been met; Customer may obtain no more than one credit per day, irrespective of how often in that day Company failed to meet the Outage Reporting Commitment. Maximum credit that may be given for all combined remedies within any given month will be equal to one monthly fee for the Service.

Mean Time to Repair (MTTR)

1. Process: At Customer's request, Company will calculate the mean time that was taken by Company to make repairs within a calendar month. MTTR is calculated as the monthly average time taken to repair all trouble tickets required to return Service to a Network Availability status. The length of each Network Unavailability instance on a specific Service is totaled at the end of each billing month and divided by the corresponding number of Network Unavailability instances for the Service for that month.
2. Remedy: If the MTTR is more than 4 hours in one billing month, at Customer's written request, Customer's account shall be credited an amount equal to the pro-rated charges for one full day of the monthly fee for the Service with respect to which the MTTR has not been met; Customer may obtain no more than one credit per day. Maximum credit that may be given for all combined remedies within any given month will be equal to one monthly fee for the Service. A 15 day "shakedown" period after initial installation of a dedicated circuit is not covered by the MTTR Availability Commitment to allow time for proper service adjustments and troubleshooting.

Limits on Scope of Support

The commitments contained in this SLA do not cover Customer-provided platforms, software, or services and do not cover Customer caused failures or conditions beyond Company's control. For example, conditions caused by bandwidth or packet saturation, or security events (i.e.: denial of service attacks, distributed denial of service attacks, virus activity, or capacity consumption) are not considered network failures. Situations excluded from the Commitments in the SLA include, but are not limited to: desktop workstation support; issues arising from Customer failing to notify Company in a timely manner of connectivity issues or of changes to authorized Customer contact information; issues arising from Customer failing to grant Company timely access to network equipment located on Customer's Premises as requested by Company for addressing service requirements; and connectivity issues involving Customer-initiated maintenance and/or Customer's cabling, hub, router, and/or server infrastructure.

Customer Responsibilities

Customer agrees to fulfill the following responsibilities: report all problems using the reporting procedure detailed within this SLA; provide input on the quality and timeliness of support; notify Company in advance of all system and application updates performed; provide initial and expected operational capacity estimates for bandwidth and drive space; identify authorized Customer contacts and report changes to Customer contact information for purposes of coordination in problem resolution; provide accurate information for Customer account information; and implement the minimum security requirements specified by the Company.

Authorized Party

2/3/2010

Date



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: February 16, 2010
Item No.: 23
Department: County Administration
Staff Contact: W.W. Bartlett/Sarah Puckett
Issue: Addendum - Upcoming

Summary:

Attachments:

- a. *Mary E. Branch Community Center Revitalization Kick-off*
Saturday, March 6, 2010 at 12:00 noon

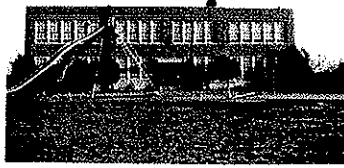
Recommendation: None.

Motion _____
Second _____

Campbell _____
Jones _____
Wilck _____

Fore _____
McKay _____
Wiley _____

Gantt _____
Simpson _____



*Mary E. Branch Community Center
PO Box 47
Farmville, Virginia 22901
(434) 392-3212*

*To The Honorable Members of
The Prince Edward County Board of Supervisors
And County Administrator*

*We the Executive Board and Members of
The Mary E. Branch Community Center
Cordially, invite you to our Revitalization
Kick-off*

*Saturday, March 6th 2010
At 12:00 pm to 1:30 pm
On the Grounds of
The Mary E. Branch Community Center
632 South Main Street
Farmville, Virginia*

*With
Refreshments served at the Neighboring
Prince Edward County Elks Lodge #269*



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: February 16, 2010
Item No.: 24
Department: County Administration
Staff Contact: W.W. Bartlett/Sarah Puckett
Issue: Addendum – Correspondence/Informational

Summary:

Attachments:

- a. E-Mail from VDOT, RE: Update for Board
- b. Letter from Delegate Edmunds

Recommendation: None.

Motion _____
Second _____

Campbell _____
Jones _____
Wiick _____

Fore _____
McKay _____
Wiley _____

Gantt _____
Simpson _____

Sarah Puckett

From: McKissick, Mark C., P.E. [Mark.McKissick@vdot.virginia.gov]
Sent: Tuesday, February 09, 2010 1:25 PM
To: Puckett, Sarah [DHCD-CLG] (DHCD); wbartlett@co.prince-edward.va.us
Cc: McKissick, Mark C., P.E.; Wright, Kevin B.
Subject: Prince Edward Board of Supervisors Meeting

Due to the impending snow storm for today, we will not be at the Prince Edward Board of Supervisors Meeting tonight. There were just a few items to bring to the attention of the BOS.

1. Route 751 Hidden Lake Road will go to advertisement for construction bids on March 9th.
2. We received ARRA funds for two pipe rehabilitations (Route 624 over the North Fork of the Nottoway River and Route 666 over a tributary to Briery Creek).
3. We received ARRA funds for asphalt pavement overlay for 14.07 miles of routes 15, 360 and 460.
4. We received ARRA funds for four bridge rehabilitation projects (Route 613 over Millers Creek, Route 666 over Briery Creek, Route 668 over Bell Stream, FR 795 over tributary to Buffalo Creek).
5. We received notice of the following changes in our Secondary Six Year Improvement Plan, which will need to be discussed in the near future at a work session :
 - a. Route 623 Twin Bridges over Virginia Southern and Norfolk Southern Railroads - Combined into one project
 - b. Route 643 Back Hampden-Sydney Road - Reduced funding by \$ 682,785
 - c. Route 626 Peaks Road - Increased funding by \$ 205,622 and re-classified to do as a No-Plan project
6. Mostly working on snow and related issues (potholes, patching, trees, etc.) for the past month and expect more of the same for the upcoming month.

We hope to see you at the March BOS meeting. Give us a call if you need anything. Thanks.

Mark C. McKissick, PE
Assistant Residency Administrator
Preliminary Engineering and Land Development
Virginia Department of Transportation
3400 Rosney Road
P. O. Box 10
Dillwyn, Virginia 23936
434 / 983-2017 (Office)
434 / 983-3420 (Fax.)
434 / 391-4071 (Cell)
Mark.McKissick@VDOT.Virginia.Gov

"In God We Trust"



COMMONWEALTH OF VIRGINIA
HOUSE OF DELEGATES
RICHMOND

JAMES E. EDMUNDS II
455 SHORT STREET, SUITE 204
SOUTH BOSTON, VIRGINIA 24592

SIXTIETH DISTRICT

COMMITTEE ASSIGNMENTS:
COUNTIES, CITIES AND TOWNS
AGRICULTURE, CHESAPEAKE AND
NATURAL RESOURCES
MILITIA, POLICE AND PUBLIC SAFETY

February 11, 2010

Mr. Wade Bartlett
P. O. Box 382
Farmville, VA 23901

Dear Mr. Bartlett:

Thank you for visiting my office in Richmond today. I enjoyed having the opportunity to talk with you and I always enjoy hearing any questions or concerns you may have. I hope that the trip was enjoyable and informative for you.

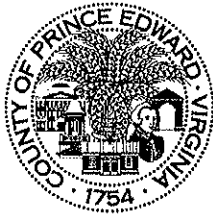
During session I can be reached by telephone at 804.698.1060 or by email at deljedmunds@house.virginia.gov. Our mailing address is PO Box 406, Richmond, Virginia 23218.

I continue to need your help in making good decisions for our district and look forward to receiving your comments at any time.

Sincerely,

James E. Edmunds II

*Thanks so much for coming by!
James*



County of Prince Edward
Board of Supervisors
Agenda Summary

Meeting Date: February 16, 2010
Item No.: 25
Department: County Administration
Staff Contact: W.W. Bartlett/Sarah Puckett
Issue: Addendum - Monthly Reports

Summary:

Attachments:

- a. PERT

Recommendation: Acceptance.

Motion _____
Second _____

Campbell _____
Jones _____
Wilck _____

Fore _____
McKay _____
Wiley _____

Gantt _____
Simpson _____

**PERT RIDERSHIP
MONTH OF JANUARY 2010**

WEEK	DATE	PASSENGER COUNT	BUS LINE
Monday	4	12	GREEN
Tuesday	5	24	ORANGE
Wednesday	6	14	ORANGE
Thursday	7	11	GREEN
Friday	8	23	ORANGE
Monday	11	6	GREEN
Tuesday	12	18	ORANGE
Wednesday	13	16	ORANGE
Thursday	14	7	GREEN
Friday	15	14	ORANGE
Monday	18	5	GREEN
Tuesday	19	18	ORANGE
Wednesday	20	12	ORANGE
Thursday	21	8	GREEN
Friday	22	11	ORANGE
Monday	25	13	GREEN
Tuesday	26	21	ORANGE
Wednesday	27	16	ORANGE
Thursday	28	16	GREEN
Friday	29	1	ORANGE
TOTAL		266	

<u>BUS LINE</u>	<u>ROUTE</u>	<u>DAYS OF OPERATION</u>
GREEN	Prospect / Pamplin	Mondays & Thursdays
ORANGE	Meherrin / Green Bay	Tuesdays, Wednesdays, & Fridays