

The Carroll County Board of Supervisors held their regular monthly meeting on, June 8, 2009 in the Board Meeting Room of the Carroll County Governmental Center.

Present were: David V. Hutchins
 Wesley G. Hurst
 W.S. "Sam" Dickson
 Andrew S. Jackson
 Dr. Thomas W. Littrell
 N. Manus McMillian
 Gary Larrowe, County Administrator
 Ronald L. Newman, Assistant Administrator
 Nikki Shank, Assistant Administrator

Mr. Hutchins called the meeting to order at 4:08 p.m. and asked Mr. Newman to lead in prayer and pledge. Mr. Hutchins thanked everyone for coming and told that he would like to welcome the new Recreation Director and told that the Board along with staff will help in any way we can.

Ms. Beth Carico thanked the Board and told that she is excited to be with the County. She gave the Board a list of her goals and told that if they ever had questions feel free to contact her.

Mr. Hutchins asked if there were any additions or corrections to the agenda.

Mr. Larrowe replied that we need to do the RFP for the comp plan and it can be added around Administrator's Time.

APPROVAL OF REVISED AGENDA

Upon motion by Mr. Hurst, seconded by Dr. Littrell and passing, the Board approved the agenda as revised.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Mr. Littrell	Yes
Mr. McMillian	Not Present

(Order)

APPROVAL OF MINUTES

Upon motion by Mr. Jackson, seconded by Mr. Hurst, and passing, the Board approved the minutes of the meeting on May 11 and May 18, 2009 as previously distributed to the members of this Board by its Clerk and as recorded in Minute Book No. 25 in the County Administrator's Office.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Mr. Littrell	Yes
Mr. McMillian	Not Present

(Order)

APPROVAL OF PAYROLL

Upon motion by Mr. Jackson, seconded by Mr. Hurst, and passed unanimously, the Board approved the payroll for June 2009 and did authorize the Chairman and Clerk, along with Bonita M. Williams, Treasurer, to sign on the 15th and 30th days of June checks for the payment of salaries and wages for all County officials and employees as previously budgeted by the State Compensation Board and this Board of Supervisors.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Mr. Littrell	Yes
Mr. McMillian	Not Present

(Order)

MAINTENANCE LINE ITEM TRANSFER

Upon motion by Mr. Jackson, seconded by Mr. Hurst and passing, the Board approved to transfer \$9000 from #43010-7007 and \$2938 from #71050-1001 and place in the following accounts; \$702 to 43160-2001, \$1150 to #43160-2002, \$76 to #43160-2006, \$810 to 43160-2010 and \$9200 to 43160-6000.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Mr. Littrell	Yes

Mr. McMillian Not Present

(Order)

COUNTY FAIR LINE ITEM TRANSFER

Upon motion by Mr. Jackson, seconded by Mr. Hurst and passing, the Board approved to transfer \$35,000 from #11085-7007 and \$45,000 from #22010-1000 and place it in line item # 12010-1000 for the County Fair.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Mr. Littrell	Yes
Mr. McMillian	Not Present

(Order)

CARE OF JUVENILES LINE ITEM TRANSFER

Upon motion by Mr. Jackson, seconded by Mr. Hurst and passing, the Board approved to transfer \$14,000 from #34020-1001, \$15,000 from # 42010-1000 and \$1000 from #42010-2010 and place it in #33030-3009 for expenditures for care of juveniles.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Mr. Littrell	Yes
Mr. McMillian	Not Present

(Order)

YOUTH & FAMILY SERVICES LINE ITEM TRANSFER

Upon motion by Mr. Jackson, seconded by Mr. Hurst and passing, the Board approved to transfer \$5000 from #11080-7007 and \$5000 from line item #22010-1001 and place it in #33030-6000 for the joint juvenile probation.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes

Mr. Dickson	Yes
Mr. Littrell	Yes
Mr. McMillian	Not Present

(Order)

EMS LINE ITEM TRANSFER

Upon motion by Mr. Jackson, seconded by Mr. Hurst and passing, the Board approved to transfer \$25,000 from #71010-7001 to #35060-9000 to repay DMAS for overpayments.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Mr. Littrell	Yes
Mr. McMillian	Not Present

(Order)

LOCAL HEALTH DEPARTMENT AGREEMENT

Upon motion by Mr. Jackson, seconded by Mr. Hurst and passing, the Board approved the local health department agreement.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Mr. Littrell	Yes
Mr. McMillian	Not Present

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HEALTH

AMENDMENT

This Amendment to the Statement of Agreement between the Virginia Department of Health and the Board of Supervisors of Carroll County dated June 18, 2002, for the term beginning July 1, 2001, is executed to be effective July 1, 2008, when signed by both parties. Under the Statement of Agreement, funding allocation changes from year to year shall be made in written amendment to the original Statement of Agreement. As such, this Amendment includes changes for Fiscal Year 2008-2009, beginning July 1, 2008.

The parties therefore agree as follows:

Under this Agreement, which is created in satisfaction of the requirements of Section 32.1-31 of the Code of Virginia (1950), as amended, the Virginia Department of Health, over the course of one fiscal year, will pay an amount not to exceed \$334,392 from the state general fund in accordance with appropriations by the General Assembly, and in like time frame, the Carroll County Board of Supervisors will provide by appropriation and in equal quarterly payments a sum of \$225,146 to be used in the support of local activities.

Except as explicitly hereby amended, the Statement of Agreement dated June 18, 2002 shall remain in full force and effect, and all Covenants and Agreements contained therein on the part of the Virginia Department of Health and the Carroll County Board of Supervisors shall be kept and performed.

(Order)

APCO AGREEMENT FOR ELECTRICAL GENERAL SERVICE AND STREET LIGHTING

Upon motion by Mr. Jackson, seconded by Mr. Hurst and passing, the Board approved the APCO Agreement for electrical general service and street lighting.

VOTE

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Mr. Littrell	Yes
Mr. McMillian	Not Present

VIRGINIA PUBLIC AUTHORITIES

AGREEMENT FOR THE PURCHASE OF ELECTRICITY FROM APPALACHIAN POWER COMPANY

THIS AGREEMENT entered into this _____ day of _____, 2009, by and between **APPALACHIAN POWER COMPANY**, hereinafter called the "Company," and **CARROLL COUNTY**, hereinafter called the "Customer."

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

FIRST: Provision of Electric Service

The Company agrees to furnish to the Customer, and the Customer agrees to take from the Company, subject to the terms and conditions of this Agreement, all the electric energy of the character specified herein that shall be purchased by the Customer. If Customer takes Street Lighting ("SL") service from Company, then that service shall also be the subject of a separate agreement between Customer and Company.

SECOND: Rates

- (a) The rates at which the Company shall furnish the electric service to be provided under this Agreement shall be as set forth in "Exhibit A," which shall be amended and updated from time to time pursuant to the provisions of this Agreement. As of the date of this Agreement, the "Exhibit A" attached hereto and made a part hereof, which is entitled "Public Authority Tariff No. 12, consists of the following Schedules: Schedule S.G.S.P.A. (Small General Service — Public Authority); Schedule M.G.S.P.A. (Medium General Service — Public Authority); Schedule G.S.-T.O.D.P.A. (General Service Time-of-Day-Public Authority); (Schedule L.G.S.P.A. Large General Service-Public Authority); Schedule L.P.S.-T.O.D.P.A. Large Power Service Time-of-Day-Public Authority); Schedule A.F.S.-P.A. (Alternate Feed Service-Public Authority); Schedule F.F.R.-P.A. (Fuel Factor Rider-Public Authority); Schedule E.R.C.R.S.P.A. (Environmental and Reliability Cost Recovery Surcharge — Public Authority); Schedule S.U.T.-P.A. (Sales and Use Tax Rider-Public Authority); and Schedule

P.A.S. (Public Authority Surcredit). The Customer and Company understand and agree that, except for Schedule P.A.S., the rates contained in Public Authority Tariff No. 12 match the rates contained in the Company's corresponding unbundled Standard Rate Schedules ("Corresponding Schedules"), currently on file and approved by the Virginia State Corporation Commission ("SCC"). Throughout the Term of this Agreement, the rates shown in "Exhibit A" shall be adjusted at the same time as the Corresponding Schedules to reflect the following: 1.) any changes to existing rates including, but not limited to, changes in base rates, fuel factor rates, and environmental and reliability surcharges approved by the SCC; and 2.) any new riders, surcharge factors, or rate adjustment clauses approved by the SCC.

- (b) The rates in "Exhibit A" of this Agreement include a Public Authority surcredit, which shall be as set forth in Schedule P.A.S. (Public Authority Surcredit). The surcredit factor set out in Schedule P.A.S. shall be applied to the kilowatt hours ("kWh") consumed by Customer on a monthly basis. From July 1, 2009 through June 30, 2010, the surcredit factor shall be \$.00237/kwh, which was derived by dividing \$1.5 million by the kWh consumption of all Public Authority customers (excluding SL consumption) for calendar year 2008. For the second year of this Agreement, from July 1, 2010, through June 30, 2011, the surcredit factor in Schedule P.A.S. shall be derived by dividing \$1.75 million by the kWh consumption of all Public Authority customers (excluding SL consumption) for calendar year 2009. For the third year of this Agreement, from July 1, 2011, through June 30, 2012, the surcredit factor in Schedule P.A.S. shall be derived by dividing \$2 million by the kWh consumption of all Public Authority customers (excluding SL consumption) for calendar year 2010. Within 30 days of the end of calendar years 2009 and 2010, the Company will provide a representative of the Public Authority customer group with support for the calculation of the surcredit factor to be included in Schedule P.A.S. during the second and third years of this Agreement, respectively.
- (c) Outdoor lighting service will be furnished in accordance with the monthly rates, hours of lighting, and ownership of facilities provisions of Schedule O.L., or any successor or replacement thereto (hereinafter referred to as Schedule O.L.), as contained in the Company's tariff then on file with the SCC. A copy of the Company's current Schedule O.L. is attached as "Exhibit B".

THIRD: Term

The initial Term of this Agreement shall be for three (3) years commencing on July 1, 2009 and extending through June 30, 2012. In the event that a new contract, or an extension of this Agreement, has not been consummated by July 1, 2012, Customer shall continue to pay the rates contained in "Exhibit A" and "Exhibit B," adjusted at the same time as the Corresponding Schedules are adjusted to reflect any changes to any existing rates including, but not limited to, changes in base rates, fuel factor rates, and environmental and reliability surcharges approved by the SCC, and any new riders, surcharge factors, or rate adjustment clauses approved by the SCC, until negotiations are concluded and a new agreement becomes effective; provided, however, that the surcredit factor contained in Schedule P.A.S. (Public Authority Surcredit) on June 30, 2012, shall continue in effect for up to six (6) months while negotiations are in progress. If a new contract, or an extension of this Agreement, is not consummated by December 31, 2012, then the Parties agree that the surcredit factor in Schedule P.A.S. (Public Authority Surcredit) shall terminate, and Customer shall continue to be subject to the other applicable rates in "Exhibit A" and "Exhibit B," as may be adjusted from time to time per the provisions of this Agreement, until negotiations are concluded. Any agreement reached between Company and the Public Authority customer group, after July 1, 2012, as to the rates for electric service to Customer after that date, whether above or below the rates then in effect pursuant to the provisions of this Agreement, shall be retroactive to July 1, 2012.

FOURTH: Voltage and Electrical Characteristics

The electric energy delivered hereunder shall be alternating current. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company. The Company shall endeavor to supply electricity such that the variation from nominal voltage to minimum voltage will not exceed 7.5% of the nominal voltage and the variation from nominal voltage to maximum voltage will not exceed 7.5% of the nominal voltage. The Company shall not be responsible for variations in voltage in excess of those specified above arising from causes beyond the control of the Company.

FIFTH: Metering and Service Points

Normally, the Company will provide one service from its distribution system and all of the electricity supplied to an installation will be measured by one meter, but

the Company may, at its option, provide as many services and meters as it may deem practicable.

When such multiple services and meters are so used, separate bills will be rendered for each metered installation. The electricity will be delivered to such point as may be designated by the Company on the premises occupied by the Customer and shall be used only by the Customer and upon the premises occupied by the Customer.

For the purpose of this Agreement, an "installation" means a delivery point, building, part of a building, or group of buildings located in such close proximity to each other as to constitute one operating unit occupied by the Customer.

The Company will supply the electricity required by the Customer during the Term of this Agreement at such additional installations, beyond those being served by the Company as of the effective date of this Agreement, as may, from time to time, be requested in writing by an authorized representative of the Customer. All services furnished to such additional installations shall be governed by the provisions of this Agreement as if such additional installations were being served as of the effective date of this Agreement. Service will be supplied at a single voltage considered by the Company to be standard for the area in which electricity is requested and will be available for general service to municipal corporations and state governmental entities and their agencies, excluding Public Housing Authorities and the Commonwealth of Virginia, as those terms are used in §§ 56-232 and 234 of the Code of Virginia and in pertinent decisions of the Supreme Court of Virginia.

SIXTH: Extension of Service - Overhead

The Company will make extensions or expansions of its overhead facilities in accordance with the following provisions:

The Company will supply and meter service at one delivery point through overhead facilities of a kind and type of transmission or distribution line or substation equipment normally used by the Company. Whenever the Customer requests the Company to supply electricity in a manner which requires equipment or facilities other than those which the Company would normally provide, the Customer will pay the Company a Contribution in Aid of Construction ("CIAC") equal to the additional cost of all such special equipment or facilities. The Customer shall reimburse the Company for all state and federal income taxes associated with this and any other CIAC required by this Agreement. The CIAC

described above will be in addition to any other CIAC obligation of the Customer required under the remaining provisions of this Agreement.

The Company will, for single phase service for new loads up to and including 25 KW estimated demand, extend service not more than 150 feet from existing secondary facilities of 300 volts or less having adequate capacity, at no charge to the Customer. Extensions of facilities for service which do not meet each of the above criteria will be provided pursuant to the remaining provisions of this Section.

For service delivered to estimated new loads above 25 KW or for extensions for loads 25 KW or less not meeting all of the criteria covered in the previous paragraph, the Company may require a CIAC prior to the extension or expansion of its facilities based upon an analysis of the economic justification of making such extensions or expansions. Economic justification will be based upon a comparison of the annual cost to the Company and the increase in annual base rate non-fuel revenue. Annual cost to the Company equals the additional investment in local facilities to serve the new load times the Company's annual carrying charge rate of 27.25%; the increase in annual base rate revenue equals the annual revenue from the estimated increase in the Customer's power consumption, exclusive of the fuel component of rates. If the estimated increase in annual base rate revenue is less than the annual cost to the Company of the extended or expanded facilities, the Customer will be required to pay the Company a CIAC equal to the annual cost to the Company less the increase in annual base rate revenue from the extension, divided by the Company's annual carrying charge rate. If the increase in annual base rate revenue is equal to or greater than the annual cost to the Company, the extension or expansion of facilities will be provided at no charge to the Customer.

If the Company has reason to question: (1) the financial stability of the Customer requesting an extension or expansion of service, or (2) the duration of the Customer's electric service requirements, or (3) if the Customer's service requirements are seasonal or temporary, or (4) if the Customer requires special facilities to meet the Customer's service requirements, the Company may, at its option, in addition to imposing a CIAC as determined under the provisions of this Section, (a) require the Customer to execute the Advance and Refund Line Extension Agreement and/or (b) require a special minimum charge or definite and written guarantee from the Customer in addition to any minimum payment required by this Agreement.

If, at any time, the financial condition of the Company is such that it cannot issue debt securities necessary to pay for the construction of new facilities, the Company may require from the Customer a CIAC and/or extension by the Customer of the Advance and Refunds Agreement to cover the total cost of tapping existing transmission or distribution lines and increasing existing station capacity and new facilities required to serve new or increased loads. The Company will advise the Virginia State Corporation Commission when this condition exists.

If the SCC approves a change in the extension of service provisions applicable to the unbundled Standard Rate Schedules that correspond to the Schedules in "Exhibit A," or any successor or replacement thereto, then the Parties agree such change shall be reflected herein.

SEVENTH: Extension of Service — Underground

Underground service and facilities will be provided by the Company upon payment to the Company of a CIAC in an amount equal to the sum of (1) the difference between the estimated cost of the underground facilities and the estimated cost of overhead facilities that otherwise would have been required, and (2) the amount as determined by the SIXTH Section above using the cost of equivalent overhead facilities. Should the estimated cost of underground facilities be less than the estimated cost of overhead facilities that would otherwise be required, then the terms of this Agreement relating to overhead extension of service will apply. In addition to the estimated costs described above, the Customer shall pay the actual cost incurred by the Company for the following abnormal conditions:

1. If streets, curbs, driveways, or other obstructions have been installed prior to the installation of the underground facilities, or if terrain conditions, slope of easement, or depth of trench required to eliminate potential conflicts with anticipated grade cuts, render an easement strip unusable by trenchers normally utilized by the Company or its contractors, then Customer shall pay a CIAC equal to all additional costs incurred by the Company as a result of these requirements or abnormal conditions.
2. If rock, shale, or other such conditions are encountered, then the Customer shall pay a CIAC for the additional costs incurred by the Company in excess of the labor costs the Company would have

otherwise incurred to trench and backfill, in the absence of such abnormal conditions.

EIGHTH: Extension of Service - Temporary

The Company will supply electricity for construction purposes, within areas normally served by the Company, to loads of a temporary nature upon payment by the Customer of a temporary service charge equal to the nonrecoverable estimated cost of temporary facilities required to serve the Customer, plus the cost of removing the facilities.

NINTH: Payment

Bills are due upon receipt and payable by mail, checkless payment plan, electronic payment plan or at authorized payment centers of the Company by the next bill date. On all accounts not so paid, a delayed payment charge of one and one-half percent (1 1/2 %) per month will be applied to any outstanding account balances not received by the Company by the next bill date. If the Company fails to mail bills promptly after the billing date, the due date will be extended accordingly. The Company shall mail all bills or notices to the following address, or one designated by the Customer from time to time:

Such designation shall be made by the Customer to the Company at the following address:

**Appalachian Power Company
Customer Services & Marketing - Room 405
P.O. Box 2021
Roanoke, VA 24022-2121**

TENTH Conditions of Service

(a) Inspection

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The Customer shall properly install and maintain its wiring and electrical equipment, and it shall at all times be responsible for the character and condition thereof. The Company is not required to inspect such wiring or electrical equipment. The Company and Customer agree that the Company shall neither be responsible for such wiring or electrical equipment, nor liable for any damages to persons or property caused by such wiring or equipment.

(b) Service Connections

The Company shall not be required to obtain easements or permits over or under the property of another necessary for service if the terms thereof are unduly burdensome. The Company shall not be required to provide electric service until a reasonable time has elapsed after the Company has obtained or received all suitable permits, certificates and easements.

If requested, the Customer shall supply the Company with drawings and specifications covering the plot and structures requiring electric service. The Company shall not be obligated to provide electric service until the Customer has properly prepared the site for installation of the Company's facilities.

The Company will, when requested to furnish service, designate the location of the service connection. The Customer's wiring must, for an overhead secondary service, be brought outside the building wall nearest the Company's service wires so as to be readily accessible thereto. In this case, the Customer's wiring must extend at least 18 inches beyond the building. In all other cases, the Company and the Customer will mutually designate a point of delivery best suited to the Customer's and the Company's facilities.

If the Customer desires that energy be delivered at a point or in a manner other than that designated by the Company, the Customer shall pay a C1AC reimbursing the Company for the additional costs of providing such service.

The Company will not furnish, install or replace service entrance cable.

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Whenever, at the Customer's request, the Company's facilities located on the Customer's premises, for provision of service under this agreement, are relocated to suit the convenience of the Customer, the Customer shall reimburse the Company for the entire cost incurred in making such relocation.

(d) Company's Liability

The Company will use reasonable diligence in furnishing a regular and uninterrupted supply of energy, but does not guarantee uninterrupted service. The Company shall not be liable for damages or injury to persons or property in the event such supply is interrupted or fails by reason of an act of God, a public enemy, accidents, strikes or labor disputes, orders or acts of civil or military authority, breakdowns or injury to the machinery, transmission lines, distribution lines, or other facilities of the Company, extraordinary repairs, or any other occurrence beyond the Company's control, or any act of the Company to interrupt service to any customer whenever in the judgment of the Company such interruption is necessary to prevent or limit any instability or disturbance on the electric system of the Company or any electric system interconnected with the Company.

Unless otherwise provided in a contract between the Company and the Customer, the point at which service is delivered by the Company to the Customer, to be known as "delivery point," shall be the point at which the Customer's facilities are connected to the Company's facilities. The Company shall not be liable for any loss, injury, or damage resulting from the Customer's use of its equipment or its use of the energy furnished by the Company beyond the delivery point.

The Customer shall provide and maintain suitable protective devices on its equipment to prevent any loss, injury or damage that might result from single phasing conditions or any other fluctuation or irregularity in the supply of energy. The Company shall not be liable for any loss, injury or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of energy which could have been prevented by the use of such protective devices.

The Company will provide and maintain the necessary line or service connections, transformers, meters and other apparatus which may be

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required for the proper measurement of and protection of its service. All such apparatus shall be and remain the property of the Company.

(e) Customer's Liability

In the event of loss or injury to the Company's property through misuse by, or the negligence of, the Customer, or the Customer's agents or employees, the Customer shall be obligated for and shall pay to the Company the full cost of repairing or replacing such property. The Customer shall be responsible for the entire cost incurred in relocating a Company pole if the Customer jeopardizes the integrity of the pole.

The Customer and the Customer's agents and employees shall not tamper with, interfere with or break the seals of any meters used by the Company, regardless of ownership, or any Company-owned equipment installed on the Customer's premises, and the Customer assumes all liability for the consequences thereof. The Customer hereby agrees that no one, except the agents and the employees of the Company shall be allowed to make any internal or external adjustments to any installed meter used by the Company, regardless of ownership, or any other piece of apparatus which belongs to the Company.

The Company shall have the right at all reasonable hours and in emergencies to enter the premises of the Customer for the purpose of installing, reading, removing, testing, repairing, replacing or otherwise disposing of meters used by the Company, regardless of ownership and all Company owned apparatus and property. The Company shall have the right to discontinue electric service if such access at any time is not provided. The Company shall also have the right to remove any or all of the Company's property in the event of the termination of this Agreement for any reason.

(f) Location and Maintenance of Company's Equipment

In order to provide service to the Customer, the Company shall have the right to construct its poles, lines and circuits on the Customer's property and to place its transformers and other apparatus on the property or within the buildings of the Customer, at a point or points convenient for such purpose.

The Customer shall provide suitable space for the installation of necessary measuring instruments at an outside location, where practicable, designated by the Company, so that such instruments will be protected from injury by the elements or through the negligence or deliberate acts of the Customer, its agents and employees. Such space for measuring instruments should be unobstructed, readily accessible, and safe and convenient for reading, testing and servicing by the Company. Such permission, however, shall not be deemed in any manner to amount to a franchise awarded pursuant to the Constitution and the laws of the Commonwealth of Virginia, nor abridge the Customer's continuing exercise of its police power over the public streets, alleys and other public places.

Use of Energy by Customer

The Customer may not change from one PA Schedule to another PA Schedule during the Term of the contract except with the consent of the Company.

The service connections, transformers, meters and appliances supplied by the Company for the Customer have a definite capacity; no additions to the equipment, or load connected thereto, shall be allowed except by consent of the Company.

The Customer shall install only motors, apparatus or appliances which are suitable for operation in connection with the character of the service supplied by the Company, and which shall not be detrimental to the Company's supply of electricity to other customers. The electric power shall not be used in such a manner as to cause unwarranted voltage fluctuations or disturbances in the Company's transmission or distribution systems. The Company shall be the sole judge as to the suitability of apparatus or appliances, and also as to whether the operation of such apparatus or appliances is or will be detrimental to its general service.

The operation of certain electrical equipment can result in disturbances (e.g., voltage fluctuations, harmonics, etc.) on the transmission and distribution systems which can adversely impact the operation of equipment for other customers. Customer is expected to abide by industry standards, such as those contained in ANSI/IEEE 519 or the IEEE/GE voltage flicker criteria, when operating such equipment. The Company may refuse or disconnect service to Customer for using electricity or

equipment which adversely affects service to other customers. Copies of the applicable criteria will be provided upon request.

The Customer shall make no attachment of any kind whatsoever to the Company's lines, poles, crossarms, structures or other facilities without the express written consent of the Company.

All apparatus used by the Customer shall be designed, maintained and operated, so as to secure the highest practicable commercial efficiency and power factor, and the proper balancing of phases. Motors which are frequently started or which are arranged for automatic control shall be designed in a manner which gives maximum starting torque with minimum current flow, and shall be equipped with controlling devices approved by the Company. The Customer shall give reasonable notification to the Company of any anticipated increases or decreases in its connected load to prevent operating problems with the Company's facilities.

The Customer shall not be permitted to operate its own generating equipment in parallel with the Company's service except with the express written consent of the Company.

The resale of energy provided to the Customer by the Company under this Agreement is not permitted.

ELEVENTH: Generation

The Customer represents and agrees that (1) it has chosen the Company to provide generation service through the duration of this Agreement; and 2) it will not choose a different generation supplier to begin providing service prior to June 30, 2012. After June 30, 2012, the parties' rights and responsibilities regarding generation service shall be as provided by applicable law and regulation, except to the extent otherwise agreed by the parties.

TWELFTH: Energy Efficiency Program

- (a) The Company will sponsor a series of seminars throughout its Public Authority service territory to inform its Public Authority customers about various energy efficiency measures available for their utilization. The Company will pay for all costs associated with these seminars.

- (b) During the Term of this Agreement, the Company will provide a total of \$450,000 for the cost of energy efficiency educational seminars and/or direct grants to its Public Authority customer group. The amount to be provided in each year will be approximately one-third of the total amount, with unexpended amounts carried forward to the next year. The Company will work with the representatives of the Public Authority customer group to develop a system of awarding grants. Grants awarded to Customer must be used for energy efficiency programs such as lighting, energy audits, HVAC efficiency improvements and motor load efficiency measures. Grants may also be used to supplement Federal Stimulus monies awarded to Customer for various energy efficiency measures.
- (c) Absent an agreement of the Company and representatives of the Company's Public Authority customer group, or an extension of this Agreement, which specifically addresses the subject of Efficiency Programs beyond June 30, 2012, the Company's obligation to provide any money for Efficiency Programs, not theretofore committed, shall end on June 30, 2012.

THIRTEENTH: Street Lighting

- (a) If Customer takes SL service from Company, either under an expired SL agreement or a SL agreement that expires after July 1, 2009, then the following provisions shall apply:
 - 1.) Beginning July 1, 2009, the rates at which the Company shall furnish SL service to Customer through June 30, 2012, shall be as set forth in "Exhibit C," which shall be amended and updated from time to time, pursuant to the provisions of this Agreement, and/or the provisions of the new SL master agreement referenced later in this Section. As of the date of this Agreement, the "Exhibit C" attached hereto and made a part hereof, which is entitled Public Authority Street Lighting Tariff No. 12(a), consists of the following Schedules: Schedule S.L.P.A. (Street Lighting-Public Authority) and Schedule E.R.C.R.S.-S.L.-P.A. (Environmental and Reliability Cost Recovery Surcharge-Street Lighting-Public Authority). The rates in Schedule S.L.P.A. (Street Lighting-Public Authority), which shall remain in place through June 30, 2012, are designed to produce a \$100,000 increase in the Company's annual

revenues from Public Authority customers who take SL service, effective July 1, 2009. Throughout the Term of this Agreement, the rates for SL service shown in Schedule S.L.P.A. of "Exhibit C" shall be adjusted at the same time the rates in Schedule A are adjusted to reflect the following: 1.) any changes to existing fuel factor rates or environmental and reliability surcharges approved by the SCC; and 2.) any new or revised riders, surcharge factors or rate adjustment clauses approved by the SCC.

- 2.) If Customer currently takes SL service from Company, but its SL agreement expired prior to June 30, 2009, then Customer agrees to enter into a new master SL agreement for SL service, to be effective from July 1, 2009, through June 30, 2012. If Customer currently takes SL service from Company, but its current SL agreement expires after June 30, 2009, then Customer agrees to enter into a new master SL agreement for SL service, to be effective the day after its current SL agreement expires, through June 30, 2012.
- (b) The SL rates charged by Company after June 30, 2012, shall be subject to renegotiation pursuant to the provisions outlined in the FOURTEENTH Section of this Agreement, paragraph (f).
- (c) In the event that a new SL agreement, or an extension of the master SL agreement referenced in paragraph (a)(2) of this Section, has not been consummated by July 1, 2012, then Customer, if it is taking SL service from the Company, shall continue to pay the rates contained in "Exhibit C," adjusted at the same time as rates contained in "Exhibit A" are changed to reflect any changes to existing fuel factor rates or environmental and reliability surcharges approved by the SCC, or any new or revised riders, surcharge factors, or rate adjustment clauses approved by the SCC, until negotiations are concluded and a new SL agreement becomes effective. Any agreement reached between the Company and the Public Authority customer group, after July 1, 2012, as to the rates for SL service after that date, whether above or below the SL rates contained in "Exhibit C," shall be retroactive to July 1, 2012.

FOURTEENTH: Additional Terms and Conditions

(c) Relocation of Company's Facilities at Customer's Request

- (a) In no event shall any officer or agent of the Customer executing or authorizing the execution of this Agreement be held personally liable on account of such authorization or execution.
- (b) This Agreement shall be binding upon the Company only when accepted by it and approved by its proper official, and shall not be modified by any promise, agreement, or representation of any agent or employee of the Company unless incorporated in writing in this Agreement before such acceptance.
- (c) The obligations of the Company and the Customer for service under this Agreement are subject to appropriations by Customer's governing body to pay for such service.
- (d) The following exhibits are attached hereto and made a part hereof:

Exhibit A — Public Authority Tariff No. 12

Exhibit B - The Company's current Virginia Schedule O.L.

Exhibit C - Public Authority Street Lighting Tariff No. 12(a)

In accordance with the provisions of other Sections of this Agreement, Exhibits A through C shall be updated or revised, from time to time, during the Term of this Agreement.

- (e) On or before April 1, 2012, the Company will provide one representative of the Public Authority customer group, as designated by the Executive Directors of the Virginia Municipal League and the Virginia Association of Counties, with aggregate Public. Authority load data, as well as a Public Authority, and a Public Authority Street Lighting, cost-of-service analysis. To the extent practicable, the Company will endeavor to provide available cost-of-service information prior to April 1, 2012.
- (0) The Public Authority customer group and the Company agree to use their best efforts, in good faith, to renegotiate, on a cost-of-service basis, fair and reasonable rates and terms, for the extension of this Agreement beyond June 30, 2012. In connection with such renegotiation, 1.) the Company agrees that it will install such meters as shall be appropriate in order to provide reasonably accurate Public Authority customer group load and usage data; and 2.) the Company and Customer agree to utilize the Company's most recent return on equity, and Off-System Sales ("OSS")

margin sharing, as approved by the SCC in the Company's most recent base and fuel factor proceedings.

- (g) This Agreement shall not be sold, assigned, or transferred by the Company to any other entity, including an affiliate of the Company, without the express written consent of the Customer; provided, however, that such permission shall not be unreasonably withheld by the Customer.
- (h) There are no unwritten understandings or agreements relating to the electric service to be provided under this Agreement.
- (i) Each party to this Agreement represents and warrants that it has all authorizations necessary for it to legally enter into and perform its obligations under this Agreement.
- (j) This Agreement cancels and supersedes all previous agreements relating to the purchase by the Customer and sale by the Company of electric energy at the Customer's premises covered by this Agreement.

CUSTOMER: CARROLL COUNTY

APPALACHIAN POWER COMPANY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

PUBLIC AUTHORITY TARIFF NO. 12

SCHEDULE S.G.S. P.A.
(Small General Service — Public Authority)

AVAILABILITY OF SERVICE.

Available for general service to municipal corporations and state governmental entities, excluding Public Housing Authorities and the Commonwealth of Virginia, as those terms are used in §§56-232 and 234 of the Code of Virginia and in pertinent decisions of the Supreme Court of Virginia, with normal maximum electrical capacity requirements of 25 KW or less per month who take Public Authority Service from the Company.

When a customer being served under this Schedule exceeds a normal maximum metered demand of 25 KW per month for more than two (2) months during the past twelve (12) months, the customer will be placed on the appropriate Public Authority Schedule.

MONTHLY RATE (Schedule Code 232 — Secondary Voltage; Schedule Code 235 Primary Voltage)

	Generation	OATT Transmission	Retail Transmission	Distribution	Total
Customer Charge (\$)	--	--	--	10.23	10.23
Energy Charge (0/kWh)	3.438	0.259	0.226	1.410	5.333

Each kilowatt-hour of energy consumed is subject to the Fuel Factor Rider in Schedule F.F.R: — **P.A.**

MINIMUM CHARGE

This Schedule is subject to a minimum monthly charge equal to the Customer Charge.

PAYMENT

Bills are due upon' presentation and payable by mail, checkless payment plan, electronic payment plan, or at authorized payment agents of the Company by the next bill date. On all accounts not so paid, a charge of 1¹/₂% per month will be applied to any account balances not received by the Company by the next bill date. If the Company fails to mail bills promptly after the billing date, the due date will be extended accordingly. The customer may designate its billing address.

TERM

The term shall be as contained in the agreement for electric service, between the Company and each city, county, and town governmental authority, for service on and after July 1, 2009.

SPECIAL TERMS AND CONDITIONS

This Schedule is subject to all terms and conditions contained in the agreement for electric service, between the Company and each city, county, and town governmental authority, for service on and after July 1, 2009.

Customers with cogeneration and/or small power production facilities shall take service by special agreement with the Company.

PUBLIC AUTHORITY TARIFF NO. 12

SCHEDULE S.G.S. P.A.
(Small General Service — Public Authority)
(continued)

LOAD MANAGEMENT TIME-OF-DAY PROVISION

Available to customers who use energy storage devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space heating and/or cooling systems and water heaters, which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours. A time-of-day meter is required to take service under this provision.

Customers who desire to separately wire their energy storage load to a time-of-day meter and their general-use load to a standard meter shall receive service under the appropriate provisions of the Public Authority Schedule.

Monthly Rate:

	Generation	OATT Transmission	Retail Transmission	Distribution	Total
Customer Charge (\$)	--	--	--	10.50	10.50
E n e r g y C h a r g e (0 / k W h)					
All metered kWh during the on-peak billing period	5.208	0.613	0.535	3.341	9.697
All metered kWh during the off-peak billing period	2.200	--	--	--	2.200

Each kilowatt-hour of energy consumed is subject to the Fuel Factor Rider in Schedule F.F.R. — P.A.

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 8 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as 8 p.m. to 7 a.m., local time, for all weekdays, all hours of the day on Saturdays and Sundays, and the legally observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The Company reserves the right to inspect at all reasonable times the energy storage devices which qualify for service under this provision, and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds that, in its sole judgment, the availability conditions of this provision are being violated, it may discontinue billing the customer under this provision and commence billing under the appropriate Public Authority Schedule.

This provision is subject to the Terms and Conditions of Schedule S.G.S. P.A.

SCHEDULE S.G.S. P.A.
(Small General Service — Public Authority)
(continued)

OPTIONAL UNMETERED SERVICE PROVISION (Schedule Code 212)

Available to customers who qualify for Schedule S.G.S. P.A. and use the Company's service for small fixed electrical loads such as traffic signals and signboards which can be served by a standard service drop from the Company's existing secondary distribution system. This service will be furnished at the option of the Company.

Each separate service delivery point shall be considered a location and shall be separately billed under the service agreement. In the event one customer has several accounts for like service, the Company may meter one account to determine the appropriate kilowatt-hour usage applicable to each of the accounts.

The customer shall furnish switching equipment satisfactory to the Company. The customer shall notify the Company in advance of every change in connected load, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual load. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the location thereafter under this provision, and shall be entitled to bill the customer retroactively on the basis of the increased load for the full period such load was connected plus three months.

Calculated energy use per month shall be equal to the capacity specified for the location times the number of days in the billing period times the specified hours of operation. Such calculated energy shall then be billed at the following monthly rate:

	Generation	OATT Transmission	Retail Transmission	Distribution	Total
Customer Charge (\$)	--	--	--	5.75	5.75
Energy Charge (0/kWh)	3.438	0.259	0.226	1.410	5.333

Each kilowatt-hour of energy consumed is subject to the Fuel Factor Rider in Schedule F.F.R. — P.A.

This provision is subject to the Terms and Conditions of Schedule S.G.S. P.A.

APPALACHIAN POWER COMPANY

Sheet No. 2-1

PUBLIC AUTHORITY TARIFF NO, 12

SCHEDULE M.G.S. P.A.
(Medium General Service — Public Authority)

AVAILABILITY OF SERVICE

Available for general service to municipal corporations and state governmental entities, excluding Public Housing Authorities and the Commonwealth of Virginia, as those terms are used in §§56-232 and 234 of the Code of Virginia and in pertinent decisions of the Supreme Court of Virginia, who take Public Authority Service from the Company with normal maximum electrical capacity requirements exceeding 25 KW per month, but less than 1,000 KW per month.

When a customer being served under this Schedule establishes or exceeds a normal maximum metered demand of 1,000 KW per month for more than two (2) months during the past twelve (12) months, the customer will be placed on the appropriate L.P.S.-T.O.D. P.A. Schedule. When a customer being served under this Schedule establishes metered demands of 25 KW or less per month for ten (10) or more months during the past twelve (12) months, the customer will be placed on the appropriate general service P.A. Schedule.

MONTHLY RATE

Schedule Code		Generation	OATT Transmission	Retail Transmission	Distribution	Total
216	Secondary Voltage:					
	Customer Charge (\$)	--	--	--	13.00	13.00
	Demand Charge (\$/KW)	--	1.04	0.38	1.33	2.75

	Off-Peak Excess Demand Charge (\$/KW)	--	--	--	1.33	1.33
	Energy Charge (0/KWH)	3.418	--	--	1.209	4.627
	Maximum Energy Charge (0/KWH)	5.621	4.685	1.712	7.982	20.000
218	Primary Voltage:					
	Customer Charge (\$)	--	--	--	58.00	58.00
	Demand Charge (\$/KW)	--	1.01	0.37	0.84	2.22
	Off-Peak Excess Demand Charge (\$/KW)	--	--	--	0.84	0.84
	Energy Charge (0/KWH)	3.302	--	--	1.168	4.470
	Maximum Energy Charge (0/KWH)	6.259	5.245	1.922	6.574	20.000
245	Subtransmission Voltage:					
	Customer Charge (\$)	--	--	--	150.00	150.00
	Demand Charge (\$/KW)	--	0.99	0.36	0.05	1.40
	Off-Peak Excess Demand Charge (\$/KW)	--	--	--	0.05	0.05
	Energy Charge (0/KWH)	3.261	--	--	1.153	4.414
	Maximum Energy Charge (0/KWH)	7.907	6.576	2.391	3.126	20.000

APPALACHIAN POWER COMPANY

Sheet No. 2-2

PUBLIC AUTHORITY TARIFF NO. 12

**SCHEDULE M.G.S. P.A.
(Medium General Service — Public Authority)
(continued)**

MONTHLY RATE (Coned)

Schedule Code		Generation	OATT Transmission	Retail Transmission	Distribution	Total
	Transmission Voltage:					
	Customer Charge (\$)	--	--	--	250.00	250.00
	Demand Charge (\$/KW)	--	0.98	0.17	--	1.15
	Off-Peak Excess Demand Charge (\$/KW)	--	--	--	--	--
	Energy Charge (0/KWH)	3.216	--	--	1.138	4.354
	Maximum Energy Charge (0/KWH)	8.570	7.155	1.242	3.033	20.000

Applicable to customers 300 KW or greater:

Distribution Reactive Demand Charge for each KVAR of leading or lagging reactive demand in excess of 50% of the KW metered demand . . . \$0.75 per KVAR

Each kilowatt-hour of energy consumed is subject to the Fuel Factor Rider in Schedule F.F.R. — P.A.

MINIMUM CHARGES

Bills computed under the above rate are subject to the operation of a Minimum Charge provision as follows:

For demand accounts up to 100 KW - the Customer Charge and all applicable adjustments.

For demand accounts over 100 KW - the sum of the Customer Charge, the product of the Demand Charge and the monthly billing demand, and all applicable adjustments.

PAYMENT

Bills are due upon presentation and payable by mail, checkless payment plan, electronic payment plan, or at authorized payment agents of the Company by the next bill date. On all accounts not so paid, a charge of 1 % per month will be applied to any account balances not received by the Company by the next bill date. If the Company fails to mail bills promptly after the billing date, the due date will be extended accordingly. The customer may designate its billing address.

APPALACHIAN POWER COMPANY

Sheet No. 2-3

PUBLIC AUTHORITY TARIFF NO. 12

SCHEDULE M.G.S. P.A.
(Medium General Service — Public Authority)
(continued)

MEASUREMENT AND DETERMINATION OF BILLING DEMAND

The billing demand in KW shall be taken each month as the single highest 15-minute peak in KW as registered during the month by a demand meter or indicator.

For accounts over 100 KW, the monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's contract capacity in excess of 100 KW, or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW.

For accounts 300 KW or greater, the reactive demand in KVAR shall be taken each month as the single highest 15-minute peak in KVAR as registered during the month by a demand meter or indicator.

Billing demands shall be rounded to the nearest whole KW and KVAR.

OPTIONAL TIME-OF-DAY PROVISION

Available to customers who operate primarily during the off-peak period (as set forth below) and request the installation of time-of-day metering in order to receive service under this provision. The customer shall be required to pay any necessary additional metering cost.

For the purpose of this provision, the monthly billing demand as defined above shall be determined during the on-peak period. The off-peak excess demand shall be the amount by which the demand created during the off-peak period exceeds the monthly billing demand.

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 8 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as 8 p.m. to 7 a.m., local time, for all weekdays, all hours of the day on Saturdays and Sundays, and *the* legally observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

METERED VOLTAGE ADJUSTMENT

The rates set forth in this Schedule are based upon delivery and measurement of energy at the same voltage. When the measurement of energy occurs at a voltage different than the delivery voltage, the measurement of energy will be compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, metered KWH, KW and KVAR will be adjusted for billing purposes. In cases where multipliers are used to adjust metered usage, the adjustment shall be as follows:

- (a) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
 (b) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

TERM

The term shall be as contained in the agreement for electric service, between the Company and each city, county, and town governmental authority, for service on and after July 1, 2009.

The Company may, at its option, require customers to contract for a definite amount of electrical capacity sufficient to meet normal maximum requirements.

The Company shall not be required to supply capacity in excess of that contract capacity except by mutual agreement.

SPECIAL TERMS AND CONDITIONS

This Schedule is subject to all terms and conditions contained in the agreement for electric service between the Company and each city, county, and town governmental authority for service on and after July 1, 2009.

Customers with cogeneration and/or small power production facilities shall take service by special agreement with the Company.

APPALACHIAN POWER COMPANY

Sheet No. 3-1

PUBLIC AUTHORITY TARIFF NO. 12

**SCHEDULE G.S.-T.O.D. P.A.
 (General Service Time-of-Day — Public Authority)**

AVAILABILITY OF SERVICE

Available for general service to municipal corporations and state governmental entities, excluding Public Housing Authorities and the Commonwealth of Virginia, as those terms are used in §§56-232 and 234 of the Code of Virginia and in pertinent decisions of the Supreme Court of Virginia, who take Public Authority Service from the Company and are served at the secondary or primary delivery voltage levels with normal maximum demands less than 500 KW. Availability of service under this Schedule is restricted to the first sixty five (65) customers applying for service.

MONTHLY RATE

Schedule Code		Generation	OATT Transmission	Retail Transmission	Distribution	Total
237	Secondary Voltage:					
	Customer Charge (\$)		--	--	13.00	13.00
	On-peak Energy Charge (0/kWh)	4.019	0.942	0.333	3.464	8.758
	Off-peak Energy Charge (0/kWh)	2.540	--	--	--	2.540
	Primary Voltage:					
	Customer Charge (\$)	--	--	--	58.00	58.00
	On-peak Energy Charge (0/kWh)	3.881	0.910	0.322	3.142	8.255
	Off-peak Energy Charge (0/kWh)	2.431	--	--	--	2.431

Each kilowatt-hour of energy consumed is subject to the Fuel Factor Rider in Schedule F.F.R. — P.A.

For the purpose of this Schedule, the on-peak billing period is defined as 7 a.m. to 8 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as 8 p.m. to 7 a.m., local time, for all weekdays, all hours of the day on Saturdays and Sundays, and the legally observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

MINIMUM CHARGE

This Schedule is subject to a minimum monthly charge equal to the Customer Charge.

PAYMENT

Issued: July 1, 2009

Pursuant to the Virginia Public Authorities Agreement for the
 Purchase of Electricity from Appalachian Power Company dated _____

Effective: July 1, 2009

, 2009

Bills are due upon presentation and payable by mail, checkless payment plan, electronic payment plan, or at authorized payment agents of the Company by the next bill date. On all accounts not so paid, a charge of Ph% per month will be applied to any account balances not received by the Company by the next bill date. If the Company fails to mail bills promptly after the billing date, the due date will be extended accordingly. The customer may designate its billing address.

APPALACHIAN POWER COMPANY

Sheet No. 3-2

PUBLIC AUTHORITY TARIFF NO. 12

**SCHEDULE G.S.-T.O.D. P.A.
(General Service Time-of-Day -- Public Authority)
(continued)**

METERED VOLTAGE ADJUSTMENT

The rates set forth in this Schedule are based upon delivery and measurement of energy at the same voltage. When the measurement of energy occurs at a voltage different than the delivery voltage, the measurement of energy will be compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, metered KWH will be adjusted for billing purposes. In cases where multipliers are used to adjust metered usage, the adjustment shall be as follows:

- (a) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (b) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

SEPARATE METERING PROVISION

Customers shall have the option of receiving service under the appropriate Public Authority Schedule for general use load by separately wiring such load to the appropriate metering based on the size of the load.

TERM

The term shall be as contained in the agreement for electric service, between the Company and each city, county, and town governmental authority, for service on and after July 1, 2009.

SPECIAL TERMS AND CONDITIONS

This Schedule is subject to all terms and conditions contained in the agreement for electric service between the Company and each city, county, and town governmental authority for service on and after July 1, 2009.

Customers with cogeneration and/or small power production facilities shall take service by special agreement with the Company.

APPALACHIAN POWER COMPANY

Sheet No. 4-1

PUBLIC AUTHORITY TARIFF' NO. 12

**SCHEDULE L.G.S. P.A.
(Large General Service Public Authority)**

AVAILABILITY OF SERVICE

Available for general service to municipal corporations and state governmental entities, excluding Public Housing Authorities and the Commonwealth of Virginia, as those terms are used in §§56-232 and 234 of the Code of Virginia and in pertinent decisions of the Supreme Court of Virginia, who take Public Authority Service from the Company with maximum electrical capacity requirements exceeding 25 KW, but less than 1,000 KW per month.

When a customer being served under this Schedule establishes or exceeds a normal maximum metered demand of 1,000 KW per month for more than two (2) months during the past twelve (12) months, the customer will be placed on the appropriate L.P.S.-T.O.D. P.A. Schedule. When a customer being served under this Schedule establishes metered demands of 25 KW or less

per month for ten (10) or more months during the past twelve (12) months, the customer will be placed on the appropriate general service P.A. Standard Schedule.

MONTHLY RATE

Schedule Code		Generation	OATT Transmission	Retail Transmission	Distribution	Total
375	Secondary Voltage:					
	Customer Charge (\$)	--	--	--	13.00	13.00
	Demand Charge (\$/KW)	4.63	1.54	0.26	5.41	11.84
	Off-Peak Excess Demand Charge (\$/KW)	--	--	--	4.66	4.66
	Energy Charge (0/KWH)	1.485	--	--	--	1.485
	Maximum Energy Charge (0/KWH)	8.843	2.383	0.402	8.372	20.000
376	Primary Voltage:					
	Customer Charge (\$)	--	--	--	58.00	58.00
	Demand Charge (\$/KW)	4.50	1.50	0.25	3.99	10.24
	Off-Peak Excess Demand Charge (\$/KW)	--	--	--	3.19	3.19
	Energy Charge (0/KWH)	1.435	--	--	--	1.435
	Maximum Energy Charge (0/KWH)	9.829	2.658	0.443	7.070	20.000
377	Subtransmission Voltage:					
	Customer Charge (\$)	--	--	--	150.00	150.00
	Demand Charge (\$/KW)	6.22	1.47	0.25	--	7.94
	Off-Peak Excess Demand Charge (\$/KW)	0.82	--	--	--	0.82
	Energy Charge (0/KWH)	1.417	--	--	--	1.417
	Maximum Energy Charge (0/KWH)	16.166	3.277	0.557	--	20.000

SCHEDULE L.G.S. P.A.
(Large General Service — Public Authority)
(continued)

MONTHLY RATE (Cont'd)

Schedule Code		Generation	OATT Transmission	Retail Transmission	Distribution	Total
	Transmission Voltage:					
	Customer Charge (\$)	--	--	--	250.00	250.00
	Demand Charge (\$/KW)	5.83	1.45	0.24	--	7.52
	Off-Peak Excess Demand Charge (S/KW)	0.75	--	--	--	0.75
	Energy Charge (0/KWH)	1.397	--	--	--	1.397
	Maximum Energy Charge (0/KWH)	16.043	3.395	0.562	--	20.000

Applicable to customers 300 KW or greater:

Distribution Reactive Demand Charge for each KVAR of leading or lagging reactive demand in excess of 50% of the KW metered demand .. \$0.75 per KVAR

Each kilowatt-hour of energy consumed is subject to the Fuel Factor Rider in Schedule F.F.R. — P.A.

MINIMUM CHARGES

Bills computed under the above rate are subject to the operation of a Minimum Charge provisions as

follows: For demand accounts up to 100 KW - the Customer Charge and all applicable adjustments.

For demand accounts over 100 KW - the sum of the Customer Charge, the product of the Demand Charge and the monthly billing demand, and all applicable adjustments.

PAYMENT

Bills are due upon presentation and payable by mail, checkless payment plan, electronic payment plan, or at authorized payment agents of the Company by the next bill date. On all accounts not so paid, a charge of 1 1/2% per month will be applied to any account balances not received by the Company by the next bill date. If the Company fails to mail bills promptly after the billing date, the due date will be extended accordingly. The customer may designate its billing address.

APPALACHIAN POWER COMPANY

Sheet No. 4-3

PUBLIC AUTHORITY TARIFF NO. 12

SCHEDULE L.G.S. P.A.
(Large General Service — Public Authority)
(continued)

MEASUREMENT AND DETERMINATION OF BILLING DEMAND

The billing demand in KW shall be taken each month as the single highest 15-minute peak in KW as registered during the month by a demand meter or indicator.

For accounts over 100 KW, the monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's contract capacity in excess of 100 KW, or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW.

For accounts 300 KW or greater, the reactive demand in KVAR shall be taken each month as the single highest 15-minute peak in KVAR as registered during the month by a demand meter or indicator.

Billing demands shall be rounded to the nearest whole KW and KVAR.

OPTIONAL TIME-OF-DAY PROVISION

Available to customers who operate primarily during the off-peak period (as set forth below) and request the installation of time-of-day metering in order to receive service under this provision. The customer shall be required to pay any necessary additional metering cost.

For the purpose of this provision, the monthly billing demand as defined above shall be determined during the on-peak period. The off-peak excess demand shall be the amount by which the demand created during the off-peak period exceeds the monthly billing demand.

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 8 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as 8 p.m. to 7 a.m., local time, for all weekdays, all hours of the day on Saturdays and Sundays, and the legally observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

METERED VOLTAGE ADJUSTMENT

The rates set forth in this Schedule are based upon delivery and measurement of energy at the same voltage. When the measurement of energy occurs at a voltage different than the delivery voltage, the measurement of energy will be compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, metered KWH, KW and KVAR will be adjusted for billing purposes. In cases where multipliers are used to adjust metered usage, the adjustment shall be as follows:

- (a) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (b) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

TERM

The term shall be as contained in the agreement for electric service, between the Company and each city, county, and town governmental authority, for service on and after July 1, 2009.

The Company may, at its option, require customers to contract for a definite amount of electrical capacity sufficient to meet normal maximum requirements.

The Company shall not be required to supply capacity in excess of that contract capacity except by mutual agreement.

SPECIAL TERMS AND CONDITIONS

This Schedule is subject to all terms and conditions contained in the agreement for electric service between the Company and each city, county, and town governmental authority for service on and after July 1, 2009.

Customers with cogeneration and/or small power production facilities shall take service by special agreement with the Company.

SCHEDULE L.P.S.-T.O.D. P.A. (Large Power Service Time-of-Day — Public Authority)

AVAILABILITY OF SERVICE

Available for general service to municipal corporations and state governmental entities, excluding Public Housing Authorities and the Commonwealth of Virginia, as those terms are used in §§56-232 and 234 of the Code of Virginia and in

pertinent decisions of the Supreme Court of Virginia, with normal maximum demands greater than 1,000 KW who take Public Authority Service from the Company. Each customer shall establish a contract capacity for a definite amount of electrical capacity in kilowatts which shall be sufficient to meet the customer's normal maximum requirements for the on-peak period and a definite amount of electrical capacity in kilowatts which shall be sufficient to meet normal maximum requirements for the off-peak period, but in no case shall the contract capacity be less than 1,000 KW. When a customer being served under this Schedule establishes metered demands less than 1,000 KW per month for ten (10) or more months during the past twelve (12) months, the customer will be placed on the appropriate general service P.A. Standard Schedule. The Company shall not be required to supply capacity in excess of the on-peak and off-peak capacities. Contract capacities shall be in multiples of 100 KW.

MONTHLY RATE

Schedule Code		Generation	OATT Transmission	Retail Transmission	Distribution	Total
301	Secondary Voltage:					
	Customer Charge (\$)	--	--	--	200.00	200.00
	Demand Charge (\$/KW)	9.01	1.72	0.34	5.27	16.34
	Off-Peak Excess Demand Charge (\$/KW)	0.63	--	--	5.270	5.90
	Energy Charge (0/KWH)	0.701	--	--	--	0.701
307	Primary Voltage:					
	Customer Charge (\$)	--	--	--	270.00	270.00
	Demand Charge (\$/KW)	8.75	1.67	0.33	3.37	14.12
	Off-Peak Excess Demand Charge (\$/KW)	0.67	--	--	3.37	4.04
	Energy Charge (0/KWH)	0.677	--	--	--	0.677
	Subtransmission Voltage:					
	Customer Charge (\$)	--	--	--	300.00	300.00
	Demand Charge (\$/KW)	8.61	1.64	0.32	0.21	10.78
	Off-Peak Excess Demand Charge (\$/KW)	0.83	--	--	0.21	1.04
	Energy Charge (0/KWH)	0.670	--	--	--	0.670

APPALACHIAN POWER COMPANY

Sheet No. 5-2

PUBLIC AUTHORITY TARIFF NO. 12
SCHEDULE L.P.S.-T.O.D. P.A.
(Large Power Service Time-of-Day — Public Authority)
(continued)

MONTHLY RATE (Cont'd)

Schedule Code		Generation	OATT Transmission	Retail Transmission	Distribution	Total
	Transmission Voltage:					
	Customer Charge (\$)	--	--	--	400.00	400.00
	Demand Charge (\$/KW)	7.81	1.62	0.32	--	9.75
	Off-Peak Excess Demand Charge (\$/KW)	0.95	--	--	--	0.95
	Energy Charge (¢/KWH)	0.661	--	--	--	0.661

Distribution Reactive Demand Charge for each KVAR of leading or lagging reactive demand in excess of 50% of the KW metered demand \$0.75 per KVAR

Each kilowatt-hour of energy consumed is subject to the Fuel Factor Rider in Schedule F.F.R. — P.A.

MINIMUM CHARGE

This Schedule is subject to a minimum monthly charge equal to the sum of the Customer Charge, the product of the Demand Charge and the monthly billing demand, and all applicable adjustments.

PAYMENT

Bills are due upon presentation and payable by mail, checkless payment plan, electronic payment plan, or at authorized payment agents of the Company by the next bill date. On all accounts not so paid, a charge of 11/2% per month will be applied to any account balances not received by the Company by the next bill date. If the Company fails to mail bills promptly after the billing date, the due date will be extended accordingly. The customer may designate its billing address.

MEASUREMENT AND DETERMINATION OF BILLING DEMAND

The billing demand in KW shall be taken each month as the single highest 30-minute peak in KW as registered during the month in the on-peak period by a demand meter or indicator. The monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's on-peak contract capacity, or (b) the customer's highest previously established monthly billing demand during the past 11 months.

The off-peak billing demand in KW shall be taken each month as the single highest 30-minute peak in KW as registered during the month in the off-peak period by a demand meter or indicator. The monthly off-peak billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's off-peak contract capacity or (b) the customer's highest previously established off-peak monthly billing demand during the past 11 months.

The off-peak excess demand shall be the amount by which the monthly off-peak billing demand exceeds the monthly billing demand.

The reactive demand in KVAR shall be taken each month as the single highest 30-minute peak in KVAR as registered during the month by a demand meter or indicator.

Billing demands shall be rounded to the nearest whole KW and KVAR.

Issued: July 1, 2009 Effective: July 1, 2009

Pursuant to the Virginia Public Authorities Agreement for the , 2009

Purchase of Electricity from Appalachian Power Company dated

PUBLIC AUTHORITY TARIFF NO. 12

SCHEDULE L.P.S.-T.O.D. P.A.
(Large Power Service Time-of-Day — Public Authority)
(continued)

MEASUREMENT AND DETERMINATION OF BILLING DEMAND (Coned)

For the purpose of this Schedule, the on-peak billing period is defined as 7 a.m. to 8 p.m., local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as 8 p.m. to 7 a.m., local time, for all weekdays, all hours of the day on Saturdays and Sundays, and the legally observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

METERED VOLTAGE ADJUSTMENT

The rates set forth in this Schedule are based upon the delivery and measurement of energy at the same voltage. When the measurement of energy occurs at a voltage different than the delivery voltage, the measurement of energy will be compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses, or the application of multipliers to the metered quantities. In such cases, metered KWH, KW and KVAR will be adjusted for billing purposes. In cases where multipliers are used to adjust metered usage, the adjustment shall be as follows:

- (a) Measurements taken at the low-side of a customer-owned transformer will be multiplied by **1.01**.
- (b) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

TERM

The term shall be as contained in the agreement for electric service, between the Company and each city, county, and town governmental authority, for service on and after July 1, 2009.

The Company shall not be required to supply capacity in excess of the contract capacity except by mutual agreement.

SPECIAL TERMS AND CONDITIONS

This Schedule is subject to all terms and conditions contained in the agreement for electric service between the Company and each city, county, and town governmental authority for service on and after July 1, 2009.

Customers with cogeneration and/or small power production facilities shall take service by special agreement with the Company.

PUBLIC AUTHORITY TARIFF NO. 12

SCHEDULE A.F.S.-P.A.
(Alternate Feed Service)

AVAILABILITY OF SERVICE

Available for electric service to general service customers who take P.A. Standard Service from the Company and who request the Company to provide an alternate service from existing distribution facilities which is in addition to their principal service, provided that the Company has available capacity in existing distribution facilities adjacent to the customer's requested delivery point.

Each customer electing to take service under this Schedule shall contract for a definite amount of electrical capacity in kilowatts, which shall be sufficient to meet the customer's normal maximum demand.

MONTHLY RATE

Issued: July 1, 2009 Effective: July 1, 2009

Pursuant to the Virginia Public Authorities Agreement for _____, 2009

the Purchase of Electricity from Appalachian Power Company dated

In addition to all monthly charges for the customer's principal service as determined under the appropriate P.A. Standard Schedule, the customer shall pay the following:

For each KW of contract capacity	<u>Distribution</u>
or highest demand established during	
the last 11 months, whichever is greater	\$1.25 /KW

PAYMENT

Bills are due upon presentation. Any amount due and not received by mail, checkless payment plan, electronic payment plan, or at authorized payment agents of the Company within twenty (20) days of the bill preparation date shall be subject to a delayed payment charge of P/2%.

TERM

The term shall be as contained in the agreement for electric service, between the Company and each city, county, and town governmental authority, for service on and after July 1, 2009.

Written agreements may be required pursuant to the Extension of Service provision contained in the Terms and Conditions of Service of the Virginia Public Authorities Agreement.

SPECIAL TERMS AND CONDITIONS

The customer shall be responsible for supplying any switching apparatus and facilities which are required in order for the installation to conform to the Company's construction standards and requirements. In those cases where the Company supplies the switching apparatus to conform to the Company's standards and requirements, the customer shall be responsible for the total cost of the switching apparatus, its installation, maintenance, and any future replacement costs.

In the event existing alternate distribution facilities adjacent to the customer's requested delivery point are not adequate, and the Company is able to construct additional facilities to meet this need, a Contribution in Aid-of-Construction may be required for such additional facilities pursuant to the Extension of Service provision contained in the Terms and Conditions of Service of the Virginia Public Authorities Agreement.

Customers currently receiving duplicate service and not paying the monthly A.F.S. rate will cease receiving such service when the Company's existing facilities no longer have sufficient excess capacity available to provide this service. Customers desiring to continue receiving alternate feed service may do so only under the terms and conditions of Schedule A.F.S.-P.A.

SCHEDULE F.F.R. — P.A. (Fuel Factor Rider — Public Authority)

AVAILABILITY OF SERVICE

Available for general service to municipal corporations and state governmental entities, excluding Public Housing Authorities and the Commonwealth of Virginia, as those terms are used in §§56-232 and 234 of the Code of Virginia and in pertinent decisions of the Supreme Court of Virginia, who take Public Authority Service from the Company. The Fuel Factor Rider shall be calculated by multiplying the customer's **KWH** by 2.1600 per kilowatt-hour.

The Fuel Factor Rider shall remain in effect until such time as modified by the Commission.

APPALACHIAN POWER COMPANY Sheet No. 8

PUBLIC AUTHORITY TARIFF NO. 12

**SCHEDULE S.U.T.-P.A.
(Sales and Use Tax Rider)**

Effective January 1, 2009, a Sales and Use Tax surcharge of 0.012 0/kWh will be applied to all customer bills rendered under the applicable schedules or special contracts.

The current surcharge shall remain in effect through December 31, 2009. Prior to the beginning of each subsequent year, the Company will update the amount of the surcharge to reflect the estimated sales and use tax it expects to incur for that year plus any true-up amounts from the prior period.

**SCHEDULE E.R.C.R.S.-P.A .
(Environmental and Reliability Cost Recovery Surcharge)**

AVAILABILITY OF SERVICE

Effective with service rendered on or after January 1, 2009, an Incremental Environmental Compliance and Transmission & Distribution System Reliability Cost Recovery Surcharge (ERCRS) will be applied to all customer bills rendered under the applicable schedules or special contracts. The ERCRS shall be calculated by multiplying the customer's kWh's of energy and KW's of demand by the following functional Environmental & Reliability (E & R) Factors:

Appalachian Power Company								
Summary of Demand and Energy Surcharges								
	E&R per kWh Factors-(\$/kWh)				E&R per kW Factors-(\$/kW)			
	Gen	Tran	Dist	Total	Gen	Tran	Dist	Total
SGS - (212,232,235)	0.00287	0.00050	0.00180	0.00517	0.00000	0.00000	0.00000	0.00000
SGS - LMTOD (255)	0.00276	0.00043	0.00097	0.00416	0.00000	0.00000	0.00000	0.00000
MGS - Standard (216)	0.00032	0.00006	0.00009	0.00047	0.61517	0.12592	0.18516	0.92625
GS-TOD (237)	0.00324	0.00060	0.00089	0.00473	0.00000	0.00000	0.00000	0.00000
MGS - Primary (218)	0.00031	0.00006	0.00009	0.00046	0.53481	0.11133	0.16490	0.81104
GS-TOD (249)	0.00331	0.00068	0.00103	0.00502	0.00000	0.00000	0.00000	0.00000
MGS - Subtransmission (245)	0.00030	0.00005	0.00009	0.00044	0.58486	0.10660	0.17372	0.86518
LGS - Secondary (375)	0.00023	0.00004	0.00006	0.00033	0.88464	0.15865	0.22114	1.26443
LGS - Primary (376)	0.00022	0.00004	0.00004	0.00030	0.86583	0.15371	0.14370	1.16324
LGS - Subtransmission (377)	0.00021	0.00004	0.00001	0.00026	0.82730	0.14863	0.03850	1.01443
LPS - Secondary (301)	0.00021	0.00003	0.00006	0.00030	0.87981	0.14328	0.24274	1.26583
LPS - Primary (307)	0.00020	0.00003	0.00003	0.00026	0.88369	0.13830	0.14701	1.16900

These E&R Factors shall be in effect for service rendered during the 12 months ending December 31, 2009. Any under or over recovery resulting from the application of these E&R factors will be addressed in future E&R proceedings.

Issued: July 1, 2009

Effective: July 1, 2009

Pursuant to the Virginia Public Authorities Agreement for the _____
Purchase of Electricity from Appalachian Power Company dated _____, 2009

June 8, 2009

APPALACHIAN POWER COMPANY

Sheet No. 10

PUBLIC AUTHORITY TARIFF NO. 12

**SCHEDULE P.A.S. — P.A.
(Public Authority Surcredit)**

Effective with service rendered on or after July 1, 2009, a surcredit, Public Authority Surcredit (PAS) will be applied to all customer bills rendered under the applicable schedules or special contracts. The PAS factor shown below shall be applied to the customer's kWh energy consumption:

<u>Appalachian Power Company</u> <u>Energy Surcredit-(\$/kWh)</u> 0.00237/kWh

This surcredit shall be in effect for service rendered during the 12 months ending June 30, 2010.

(Order)

GIS LINE ITEM TRANSFER

Upon motion by Mr. Jackson, seconded by Mr. Hurst and passing, the Board approved to transfer \$19,658.50 from # 11075-7007 and #10,307 from #42020-9000 and place in #11010-7006 to purchase GIS and Engineering equipment.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	Yes
Mr. McMillian	Not Present

(Order)

SHERIFF'S OFFICE ADDITIONAL ALLOCATION

Upon motion by Mr. Jackson, seconded by Mr. Hurst and passing, the Board approved to appropriate \$70,000 to capital outlay – cars from the revenue from the Highway Safety Program. With this no capital outlay from County funds for the Sheriff's vehicles will be required in FY10.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes

June 8, 2009

Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	Yes
Mr. McMillian	Not Present

(Order)

ANIMAL CLAIM

Upon motion by Mr. Jackson, seconded by Mr. Hurst and passing, the Board approved to pay Mr. Todd Hill \$1350.00 for the death of his animals.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	Yes
Mr. McMillian	Not Present

(Order)

**AMERICAN RECOVERY AND REINVESTMENT ACT GRANTS
RESOLUTION**

Upon motion by Mr. Jackson, seconded by Mr. Hurst and passing, the Board approved the following resolution.

AMERICAN RECOVERY AND REINVESTMENT ACT GRANTS

WHEREAS, the economic downturn is having a critical impact on everyday Americans who are struggling to maintain or find jobs in an increasingly difficult environment; and, WHEREAS, those same Americans are the taxpayers who provide the revenue to operate essential government services; and,

WHEREAS, the Congress approved and President Obama signed into law the American Recovery and Reinvestment Act that will provide billions of dollars to help economically devastated localities and states immediately protect and provide jobs to millions of Americans; and,

WHEREAS, those additional dollars will be used by localities and states to fund public infrastructure, green energy projects and other activities that will require materials, goods and services; and,

WHEREAS, our taxpayer dollars should be spent to maximize the creation of American jobs and restoring the economic vitality of our communities; and,

June 8, 2009

WHEREAS, materials, goods and services produced in the United States and purchased with public funds will immediately help struggling American families and stabilize our greater economy; and,

WHEREAS, spending for economic recovery should be used, to the fullest extent possible, to buy materials, goods and services that are produced within the United States, thus employing the very workers that pay the taxes supporting the economic recovery effort.

NOW, THEREFORE, BE IT RESOLVED that the Carroll County Board of Supervisors resolve to restore economic growth and opportunity by spending American Recovery and Reinvestment Act funds on materials, goods and services that maximize the creation of American jobs and help keep Americans employed.

BE IT FURTHER RESOLVED that the Carroll County Board of Supervisors commits, to the fullest extent possible, to purchase materials, goods and services made or performed in the United States of America with American Recovery and Reinvestment Act Funds provided to Carroll County by American taxpayers.

ADOPTED this 8th day of June 2009.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	Yes
Mr. McMillian	Not Present

(Order)

EMPLOYEE RECOGNITION

Mr. Larowe told that our IT Department is extraordinary is it all rests on the backs of 2 individuals. He told that Mr. Hines has just left the county to move on and start his own business. He told that first he would like to recognize Teresa Sharp. He told that Teresa began working for Carroll County as a full time employee of Wingate Appraisals in April, 1990. Teresa was then hired as a full time employee at the Carroll County Farmer's Market in September, 1992. Teresa held several positions at the Market from Bookkeeper to Assistant Market Manager. In 2004, Teresa began overseeing the Carroll County website and progressed in the area of technology, today holding the position of Information Technology Director. Thank you, Teresa, for 19 years of service to the County. He told that Teresa grew up in Galax, Va and graduated from Galax High School and she has lived in Carroll County for 28 years, is married, and has two daughters and two grandsons. Teresa enjoys traveling, outdoor activities, and may be seen on the back of a Harley Davidson Road King, so be sure to look out for her on the Carroll County roadways. Mr. Larowe told that since becoming the IT Director, Teresa has taken on many challenges. She has worked with different departments and agencies

June 8, 2009

to assess their needs, upgrade equipment, and upgrade software. She has managed the upgrade of the Carroll County network to standardize email and Internet access. Teresa especially enjoys working on the Carroll County website. Her department is also responsible for providing daily technical support to all County departments and agencies. In the near future, Teresa will continue to upgrade equipment and software, and strengthen our web presence. Teresa will be working with a variety of companies and departments to expand our network capabilities to meet the needs of a progressive County such as Carroll. On a personal note, Teresa is also continuing her education in the field of technology by taking classes. Mr. Larowe told that we would like to take this time to thank Teresa for her dedication and service to Carroll County. She is a fine example of the employees that are necessary to blaze new trails in Carroll County. Mr. Larowe presented Teresa with a certificate.

Mr. Hutchins told that on behalf of the Board he would like to say thank you and told that he knows how hard the department works and he is excited to be moving forward with equipment and opportunities.

Mr. Larowe told that he would also like to thank Randall Hines for his work with the County. Randall has just completed employment with Carroll County as the IT Specialist. He held this position since being hired full time in September of 2007. Randall previously worked with the County through the AmeriCorps VISTA program from mid 2005 until his hiring as IT Specialist. Randall was part of the first IT Department in Carroll County and instrumental in helping build the foundation for the department. During his tenure with Carroll County, he has shown great skill in pc repair, networking, website applications, software installations, and anything that he was asked to do. Randall will take his acquired knowledge and skills into future jobs. Before coming to Carroll County, Randall was owner/operator of his own garage. He has been and is currently active in several clubs and groups such as the Twin County Railroad Club and the CCGOA. Randall currently resides in Carroll County with his wife Mary Hines and he has two stepsons and several grandchildren. Mr. Larowe presented Mr. Hines with a plaque of appreciation.

(Order)

CITIZEN'S TIME

There was no one signed up to speak at Citizen's Time.

(Order)

BUDGET / FINANCIAL UPDATE

Mr. Hutchins told that the finance committee met and looked over the petitions and citizens comments from the public hearing. He told that Mr. Hurst will give the update.

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Mr. Hurst told after working on the budget with Ms. Smith that they have found there is no way to fund the additional money without raising taxes. He told that the Board has made a strong commitment to not raising taxes and told that they have worked hard to cut on the budget. He told with that being said there is no way to change anything in the proposed budget.

Ms. Smith told that this evening our budget calendar indicates that the FY2010 budget is scheduled for adoption. She told that we began work on this budget almost a year ago, in July 2008 and through goal setting, budget requests, revenue estimates, public input, and budget adjustments, we arrive at the budget you have in your hands. She told that this budget represents no tax increases, and in some cases revenue reductions due to the economy and actions by the State Government and the expenditure budget includes reductions in the areas of part time wages and outside agencies. Ms. Smith told it does not include any salary increases for employees. The FY2010 budget, as it stands, contains cautious revenue estimates and conservative expenditure budgets, but believes it is a workable budget for the coming year. The budget as it stands this evening includes minor changes in some personnel items to recognize changes in departmental organization and to incorporate changes in the election of health insurance by employees. These changes were made with no affect on the bottom line budget presented to you in April.

Ms. Smith asked that the Board adopt the budget as presented this evening with total revenues and expenditures equaling \$31,937,459 for the general fund and \$15,000 for the law library fund, and that you appropriate the amounts presented by department. Ms. Smith also ask that the Board adopt the calendar year 2009 tax rates as advertised and heard at our May 18, 2009 public hearing. These tax rates represent no increase from calendar year 2008. With your previous adoption of the school budget on April 27, 2009 in the amount of \$42,647,572, the total FY2010 County General, School Operating and Law Library fund budgets are \$74,600,031.

(Order)

ADOPTION / APPROPRIATION OF FY 10 BUDGET AND LAW LIBRARY

Upon motion by Mr. Jackson, seconded by Mr. Hurst and passing, the Board adopted and appropriated the FY 10 Budget and Law Library as listed below.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	Yes
Mr. McMillian	Not Present

June 8, 2009

ADOPTED/APPROPRIATED BUDGET FOR FY 2009-2010

		FY2010
<u>Estimated Revenues</u>		<u>Estimate</u>
Real Property Taxes, Current	\$	13,280,000.00
Real Property Taxes, Delinquent		475,000.00
Public Service, Current Real Property		530,000.00
Personal Property Taxes, Current Year		3,500,000.00
Personal Property Taxes, Delinquent		150,000.00
Mobile Home Taxes, Current and Delinquent		94,000.00
Machinery and Tools Taxes, Current		700,000.00
Merchants Capital Taxes, Current and Delinquent		203,600.00
Penalties		75,000.00
Interest		90,000.00
Rollback Taxes		2,000.00
<i>Total General Property Taxes</i>	\$	19,099,600.00
Local Sales and Use Tax	\$	1,275,000.00
Consumer's Utility Tax		1,680,550.00
Franchise License Tax		30,000.00
Motor Vehicle Licenses		436,500.00
Bank Stock Taxes		10,000.00
Recordation Tax		112,500.00
Tax on Wills		7,200.00
Lodging Tax (gross prior to Town's dist.)		289,000.00
Meals Tax (gross prior to Town's dist.)		348,500.00
Local Consumption Tax		85,000.00
<i>Total Other Local Taxes</i>	\$	4,274,250.00
Animal Licenses	\$	18,000.00
Land Use Application Fees		7,000.00
Transfer Fees		1,500.00
Subdivision Plat Review		1,800.00
Building Permits		85,500.00
<i>Total Permits, Privilege Fees and Regulatory Licenses</i>	\$	113,800.00
Use of Money	\$	94,000.00
Revenue from the Use of Property		25,000.00

June 8, 2009

Total Revenue from the Use of Money and Property	\$	119,000.00	
Sheriff's Fees	\$	2,100.00	
Clerk's Interest		1,000.00	
Commonwealth's Attorney Fees		1,800.00	
Courthouse Maintenance and Security Fees		114,000.00	
Waste Disposal Charges		30,400.00	
Recreation Fees		28,800.00	
Charges for Cannery		12,000.00	
Total Charges for Services	\$	190,100.00	
Miscellaneous	\$	180,050.00	
Solid Waste Authority Expenses	\$	338,762.00	
Shared Services, City of Galax			100,000.00
Public Service Authority		702,024.00	
Farmers' Market			90,000.00
Restitution			1,500.00
Social Services Share of Building			91,000.00
Telephone Gov't. Center			18,500.00
EMS Fees			770,000.00
HazMat			2,500.00
School Resource Officer			34,600.00
Other Recovered Costs			1,000.00
Small Business Dev Center			105,875.00
Law Library			15,000.00
Total Recovered Costs	\$	2,270,761.00	
Mobile Home Titling Taxes	\$	43,200.00	
Recordation Tax		45,000.00	
Grantor's Tax		27,000.00	
Rolling Stock Taxes			900.00
Motor Vehicle Rental Tax		15,300.00	
Total Non-Categorical Aid	\$	131,400.00	
Commonwealth's Attorney	\$	424,024.00	
Sheriff		1,374,126.00	
Commissioner of Revenue		138,033.00	
Treasurer		140,421.00	

June 8, 2009

Registrar/Electoral Board	55,667.00	
Clerk/Circuit Court	272,744.00	
Total Shared Expenses	\$ 2,405,015.00	
Public Assistance and Welfare Administration	\$ 980,436.00	
Comprehensive Services Act		501,564.00
Victim Witness Grant	48,529.00	
CSA Admin Fund	8,863.00	
Total Other Categorical Aid	\$ 1,539,392.00	
Public Assistance and Welfare Administration	\$ 1,628,591.00	
Arts Grant	\$ 500.00	
Total Revenue from the Federal Government	\$ 1,629,091.00	
Total General Fund	\$ 31,952,459.00	
School Division-Other Revenues		
State Funds	\$ 24,231,027.00	
Federal Funds	4,829,076.00	
Other Revenue	524,656.00	
Other Education Programs	1,515,005.00	
Transfer from General Fund	11,547,808.00	
Total School Revenues	\$ 42,647,572.00	
Total Estimated Revenues	\$ 74,600,031.00	
<u>Estimated Expenses</u>		
General Government:		
Board of Supervisors	\$ 534,072.00	
Central Purchasing	5,000.00	
County Administrator	315,036.00	
Finance Department	201,897.00	
Legal Services	75,000.00	
Information Technology	123,523.00	
Commissioner of the Revenue	286,296.00	
Appraiser	157,811.00	
Treasurer	360,943.00	

June 8, 2009

Electoral Board	67,292.00	
Registrar	116,147.00	
Judicial Administration:		
Circuit Court, Judges Office	39,246.00	
District Courts	5,000.00	
Juvenile Court	3,350.00	
Magistrate's Office	500.00	
Clerk of the Circuit Court	391,401.00	
Commonwealth's Attorney	513,333.00	
Victim Witness Grant Program	54,277.00	
Courtroom Security	73,213.00	
Law Library	15,000.00	
Public Safety:		
Sheriff	1,792,159.00	
Vehicle Maintenance	163,222.00	
Volunteer Fire Departments	287,255.00	
Volunteer Rescue Squads	466,613.00	
Emergency Communications	324,248.00	
New River Jail Authority Payments	1,003,778.00	
Juvenile Detention, Youth and Family Services	115,000.00	
Building Inspector	234,357.00	
Animal Control		86,745.00
Medical Examiner	600.00	
Emergency Services	178,086.00	
Carroll Fire and Rescue	748,521.00	
Public Works:		
Solid Waste Authority	338,762.00	
Public Service Authority	702,024.00	
Cana Trash Site Operation	50,561.00	
Maintenance of County Complex	428,861.00	
Maintenance of Cannery	12,725.00	
Maintenance of General Properties	259,700.00	
Maintenance Force	277,915.00	
Health and Welfare:		
Supplement to Local Heath Department	225,146.00	
Mount Rogers CSB (Mental Health and Retardation)	142,180.00	
Public Assistance and Welfare Administration	4,008,096.00	
Parks, Recreation and Cultural:		
County Fair	21,550.00	
Senior Citizens Programs	67,582.00	
Recreation Department	203,396.00	
Library	233,535.00	
Community Development:		

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Resource Development Office	80,993.00	
Tourism	209,277.00	
Planning Commission	9,700.00	
Land Use and Planning	69,348.00	
Geographic Info Services	66,168.00	
IDA/Ec Dev	394,525.00	
Economic Development	80,133.00	
Small Business Dev Center	126,940.00	
Soil and Water Conservation District	5,200.00	
Cooperative Extension and Education Programs	62,528.00	
Farmers' Market	223,423.00	
Education:		
Community Colleges	36,434.00	
Transfer to School Fund	11,547,808.00	
Nondepartmental:		
Twin Co. Airport Contribution	37,000.00	
Nondepartmental	240,000.00	
Capital Projects	1,491,540.00	
Debt Service	1,560,488.00	
Total General Fund Expenditures	\$ 31,952,459.00	
Total School Fund Expenditures	\$ 42,647,572.00	
Total Expenditures and Transfers	\$ 74,600,031.00	
Surplus (Deficit)		0.00

Depreciation factors for furniture, fixtures, machinery and tools

Year Purchased:	2008	90% of Cost
	2007	85% of Cost
	2006	80% of Cost
	2005	70% of Cost
	2004	60% of Cost
	2003	50% of Cost
	2002	40% of Cost
	2001	35% of Cost

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2000 or older Cost
 30% of
 Cost

Adopted Tax Levies - Tax Year 2009

The proposed levies for tax year 2009 are \$0.595 per \$100 assessed valuation of real estate, \$1.60 per \$100 assessed valuation of tangible personal property, \$2.30 per \$100 assessed valuation of merchant's capital, and \$1.30 per \$100 assessed valuation of machinery and tools based on the above depreciation factors.

Mr. Dickson told that regarding the pool issue that he wants the citizen's to know that they are working quickly to get a better and new facility and told that the Board is sorry that it is not possible this year.

Mr. Hurst told that it was not an easy task. He told that we are in an economic downturn and what the citizens are going through at home is the same thing that is happening here in the county. He told that the Board is doing everything to manage the County's money correctly.

(Order)

APPROVAL OF TAX LEVY

Upon motion by Mr. Hurst, seconded by Mr. Jackson and passing, the Board approved the tax levy at 59 ½ cents and the other tax rates as advertised.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	Yes
Mr. McMillian	Not Present

Mr. Hutchins told that this will be a charge as staff to continue as they did last year. He told that this year will be more difficult and the staff need to draw the reins in.

(Order)

SUBDIVISION ORDINANCE

Mr. Hutchins told that the planning commission had worked on the ordinance for a while and the Board has made some suggestions for changes. He opened the floor to discussions.

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Mr. Hurst told in Section 113-4 it is in reference to a Class B subdivision and originally it was 5 acres and the Board asked for 3 acres. He told that he still stays steadfast with the 3 acres and asked what the reasoning was in it being changed.

Mr. Newman told that the Planning Commission had it set at 5 acres and the Board wanted 3 acres so the compromise was 4 acres.

Dr. Littrell told that he is not a fan of Class B and told that he is in favor of 5 acre, but would prefer to stay with the 4 acres instead of 3 acres.

Mr. Jackson told that there are several ways to look at this and they have already debated it and his final thoughts are to go back to the 3 acres that the Board originally agreed upon.

Mr. Dickson told that in Section 113-7E his concern is the slope. He told that part is misunderstood on what 25% slope is. He told that Mr. Newman has made an example on the wall.

Mr. Newman explained the slopes.

Mr. Dickson asked Mr. Whitten how these compare to a roof pitch.

Mr. Whitten told that at 2 / 12 pitch on a roof is as low as you can go and it is 16% and it looks flat. He told that the 33% is close to what you would have for a walkout basement and it would be roughly 9-10 feet to the first floor.

Mr. Dickson told that we do not want to stop people from having a basement.

Dr. Littrell told that in Section 113-7 Subsection 1 it talks about 40 foot width for the roads. He told that his concern is limiting the potential of being able for the road to be taken into VDOT. He told that if it is increased to 50 feet it would only be 5 feet on each side and would help if someone bought the property in the future and wanted garbage pickup or school bus pickup. He told that it would not change the pavement requirement only the width of the road.

Mr. Hurst told that he thought since it is Class B that it would always be Class B and it could not be change. He told that it would be considered as a gated community.

Mr. Hutchins told that in Class B the people wanted a private community with no services except EMS.

Mr. Dickson told that the intent is to make the recreational subdivisions safer and his opinion is to leave it at 40 feet.

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Mr. McMillian told that they would not be giving a right of way through the subdivision but they are looking at land the dead ends into someone else's property. He told that a subdivision is not generally going to give a right way.

Mr. Dickson told that we made it tighter already from 30 to 40 foot. He told that the state is coming out with new restrictions in October and Class B is mostly built in secluded areas.

Dr. Littrell told that it gives more options in the future. He told that he agrees that people don't want this now, but the 2nd or 3rd owners may want it.

Mr. Jackson told that the people who spoke at the public hearing told that they wanted their privacy.

Dr. Littrell made a motion, seconded by Mr. McMillian to change from 40 feet to 50 feet.

VOTES

Mr. Jackson	No
Mr. Hurst	No
Mr. Hutchins	No
Mr. Dickson	No
Dr. Littrell	Yes
Mr. McMillian	Yes

Mr. Hurst told that in section 113-29 C the lot requirement does not have to have public water or sewer. He told that we went back and forth between $\frac{3}{4}$ and 1 acre and we need to do the right thing to help people.

Mr. Hutchins asked what the minimum is now.

Mr. Newman told that it is 22,000 square feet.

Mr. McMillian told that it is extremely to small to get a well and septic tank in.

Dr. Littrell told that he prefers to leave it as it is.

Mr. Dickson told that this allows a drainage area and a little reserve.

Dr. Littrell asked for clarification on 113.7 regarding the unsuitable areas of land.

Mr. Cornwell told that is does not supersede other ordinances such as the Flood Plan.

Mr. Newman told that in section 113.22 regarding the setback from the front of the property that it is currently 30 feet and it has been changed to 35 feet.

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Mr. Newman told that in section 113-42 regarding cemeteries that it was 40 feet and the Planning Commission is changed to 30 feet.

(Order)

AMEND SUBDIVISION SECTION 113-4

Upon motion by Mr. Hurst, seconded by Mr. Dickson and passing, the Board approved to amend Subdivision Section 113-4 to state 3 acres for a Class B Subdivision.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	No
Mr. McMillian	Not Present

(Order)

ADDITION TO VERBAGE IN SECTION 113-7 B (e)

Upon motion by Mr. Dickson, seconded by Dr. Littrell and passing, the Board approved to delete section 113-7 B (e) and make a new Section F to add that if a slope is 33% it has to be approved by the County Engineer.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	Yes
Mr. McMillian	Yes

Mr. Hurst told that going with the 3-1 pitch and then taking it to the engineer would make it easier because if they went with the 20% they would wear the engineer out.

Mr. Hutchins asked what the average slope is in Carroll County.

Mr. Newman told that in the Comp Plan it states that 50% of the land in the County is in excess of 20%.

Mr. Jackson told that at his house it is almost 45%.

Mr. Cornwell told that we are talking about native land before it is disturbed.

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(Order)

AMEND SECTION 113-29 C

Upon motion by Mr. Dickson, seconded by Mr. Hurst and passing, the Board approved to adjust section 113-29 C from 1 acre to .75 acre.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	No
Mr. McMillian	Yes

Mr. Cornwell told that all wells and septic systems must be on the same lot as the building it serves and if you can not do it on a lot you may have to purchase more land.

Mr. Hutchins asked if during the initial layout do people check to see what size lot they need.

Mr. Newman told that the health department has to check before the final plat is done. He told that it has changed in the past depending on if the land perks.

Dr. Littrell told that there were a lot of discussions on this and the Planning Commission had a unanimous vote. He told that his thought is to stay with one acre.

(Order)

DEVIL'S DEN

Ms. Love Cox told that she wanted to come before the Board and tell them that they are doing a good job and that she noticed they are doing a study to harness wind and she thinks it's a good idea. She told that she is here for the Devil's Den and it is 250 acres on top of Fancy Gap Mountain. She told that it has wooded area with trails and it has been sitting there for a long time and there are trustees. She told that there are a lot of restrictions, but they have a birding trail that Mr. Turner and the Boy Scouts of NC helped to clear. Ms. Cox told that the land has to be used or it will be sold and their Board feels that it should stay as it is. She told that they are not asking for any money but they do need some help in getting a picnic shelter built. She told that they have been talking about it for about 10 years, but other things have come up that they need to use the money for. She told that this land is important to Carroll County and its citizens. She told that they are looking to build something similar to what is at the Wellness Center.

Mr. Larowe told that he had the opportunity to meet with Ms. Cox on Saturday

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and he explained that the maintenance department is extremely busy right now, but that we would like to be supportive in some way. He told that there is a possibility that we could provide some labor intermittently throughout the process.

Mr. Hutchins told that he appreciated Ms. Cox coming to the meeting and told that they would assist as they could based on availability.

Mr. McMillian asked what size shelter they were looking at.

Mr. Larowe replied that it is a 24 x 50 and Mr. Dowdy is working on a price list for them. He told that when he spoke with Mr. Dowdy this morning that he found out that it would be atleast winter before any of our men could go out unless we put a hold on our projects.

Ms. Cox told that winter would be fine because they have waited a long time already.

Mr. Hutchins told that we would draft a resolution and have it ready later in the meeting.

(Order)

COUNTY DECAL PUBLIC HEARING

Mr. Cornwell explained the County Decal Ordinance and told that any valid state license plate would be subject to the fee.

Mr. Hutchins asked about antique vehicles.

Mr. Cornwell told that under 116-5 that antique vehicles are charged.

Mr. Dickson remarked that there is no difference in what they are paying now.

Mr. Cornwell replied it was the same except for the time it is due and no decal on the windshield.

Mr. Dickson asked if it could be transferred.

Mr. Cornwell told that if you trade vehicles you will just need to contact the Commissioner of Revenue, but if you sell the vehicle there is no proration.

Dr. Littrell asked if you buy a car that is 25 years old do you have to tag it even if it is not in use.

Mr. Cornwell told that he would need to bring that to the Commissioner's attention that it is not in service.

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Ms. Quesenberry told that they are online with the DMV so they will know if the title has been switched. She also asked about a sticker for semi tractor trailers and told that currently they do not have to have a sticker.

Mr. Cornwell told that if they are not subject to it through the state then they are not subject to it through us.

Mr. Hutchins opened the Public Hearing at 5:58 p.m.

Mr. Guy Clark told that he moved here a year ago and where he was from people were lined up down the street to get their stickers. He told that they are a pain and he hopes the Board votes yes.

With no one else to speak, the Public Hearing was closed at 5:59 p.m.

(Order)

ADOPTION OF REPEALED COUNTY DECAL ORDINANCE

Upon motion by Dr. Littrell, seconded by Mr. McMillian and passing, the Board adopted the repealed County Decal Ordinance.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	Yes
Mr. McMillian	Yes

ARTICLE I. MOTOR VEHICLE
LICENSE TAX AND FEE

Whereas, after public hearing, duly advertised, the Board of Supervisions has determined that Article I of Chapter 116 of the Carroll County Code, Motor Vehicle License Tax should be REPEALED and READOPTED to delete any requirement to obtain and display a motor vehicle decal, to change the license tax year, to simplify collection of the motor vehicle tax, to provide exemptions to the motor vehicle tax and to comply with State Law.

THEREFORE, BE IT ORDAINED THAT ARTICLE I OF CHAPTER 116 OF THE CARROLL COUNTY CODE BE, AND IT IS HEREBY **REPEALED**, AND THAT THE FOLLOWING ORDINANCE IS HEREBY **ADOPTED**:

**ARTICLE I. MOTOR VEHICLE
LICENSE TAX AND FEE**

Sec. 116-1- Definitions

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in § 46.2-100 of the Code of Virginia, 1950, as amended:

Motor Vehicle;
Motorcycle;
Semitrailer;
Tractor truck;
Vehicle

Sec. 116-2 License Fee

There shall be levied and assessed a license tax and fee (“license fee”) on every motor vehicle, semi-trailer, motorcycle, and tractor truck (“vehicle”), normally garaged, parked or stored in Carroll County, Virginia (the “county”) and intended to be used or operated upon the streets and highways within the county a license fee as provided herein. It shall be presumed that any person who has acquired a valid current state license plate and/or registration for any vehicle normally garaged, parked or stored in the county, or who lists upon the records of the Virginia Department of Motor Vehicles that such vehicle is kept within the county is subject to the county license fee and intends to use and operate the vehicle upon the streets and highways within the county and that any person residing in, or having his place of business within the county and owning vehicles that such vehicles are subject to the county vehicle license fee. If it cannot be determined where the vehicle is normally garaged, parked or stored, then the situs for the county vehicle license fee imposed by the county shall be the domicile of the owner of the vehicle. If the owner of the vehicle is a full time student attending an institution of higher education, the situs shall be the domicile of such student, provided that the student has presented sufficient evidence that he has paid personal property taxes on the vehicle in his domicile. Nothing herein shall be construed to require a county vehicle license fee of a person exempt from the payment of a license fee under the applicable provisions of state law. Nothing herein shall impose the county license fee on any vehicle normally garaged, parked or stored within the corporate limits of any town within the county, provided such town imposes a license fee upon such motor vehicles equal to or greater than the license fee imposed by the county. Should such town impose a license fee less than the county, upon proof of payment of the same to the town, the owner shall receive a credit on the county license fee for the license fee paid to the town and pay the difference to the county.

Sec. 116-3 Persons moving into the county

Each person who moves into the county from another county or town shall comply with the requirements imposed for the payment of the county vehicle license fee, within ten (10) days of locating within the county, provided however, that no county vehicle license fee need be paid by those persons having paid a license fee and/or purchased a local vehicle license, decal or sticker for a vehicle in such county or town

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until the expiration date of such license, decal or sticker issued by the county or town from which he moved. Upon such expiration date the owner of any vehicle shall notify the Commissioner of Revenue of such change and, if required, pay the applicable county vehicle license fee imposed on such vehicle(s).

Sec. 116-4 License fee year; when fee payable; assessment

The license fee year shall commence on January 1 of each year and shall end on December 31 of each year beginning on January 1, 2010. The fee is due and payable on or before December 5 of the preceding year. The County Commissioner of Revenue shall assess the county vehicle license fee as such vehicles are registered upon the records of the Virginia Department of Motor Vehicles and/or based upon information obtained by the Commissioner and the Treasurer shall bill the owner of the vehicle at the time personal property tax bills are sent for the preceding year. Any owner of any vehicle subject to the county vehicle license fee who acquires or disposes of any vehicle or otherwise causes a vehicle to be subject to or exempt from the county vehicle license fee at any time during any year shall, within ten (10) days of such change, notify the county Commissioner of Revenue of such change and, if required, pay the applicable county vehicle license fee imposed on such vehicle(s).

Sec. 116-5 Amount of License fee

Subject to the provisions of this article, there shall be assessed an annual county vehicle license fee upon each and every motor vehicle and vehicle classified or called an automobile or truck of twenty five dollars (\$25.00); upon each and every motorcycle of fifteen dollars (\$15.00); upon each and every trailer of twenty five dollars (\$25.00) provided, however, that in the case of a combination of a tractor truck and trailer or semitrailer, each vehicle constituting a part of such combination shall be licensed as a separate vehicle and taxed separately. No county license fee herein imposed shall be imposed on antique vehicles as licensed by the Virginia Department of Motor Vehicles and no county license fee herein imposed shall exceed the amount permitted by the applicable provisions of state law. There shall be no prorating of the County license fee, provided, however, that should the current year fee be assessed on a vehicle which is sold or traded within that year to obtain a replacement vehicle, no additional fee shall be due on the replacement vehicle for that tax year but the one fee shall be paid.

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Sec. 116-6 Payment of Personal property tax

No vehicle shall be licensed until all personal property taxes upon the vehicle and all delinquent personal property taxes on any vehicle owned by the owner of such vehicle which have been properly assessed or are assessable against the owner by the county have been paid and no vehicle shall be licensed until the tangible personal property taxes properly assessed or assessable by the County on any tangible personal property used or useable as a dwelling titled by the Department of Motor Vehicles and owned by the taxpayer have been paid.

Sec. 116-7 Exemptions

The county annual license fee shall not be applicable to any vehicle owned or leased by any Volunteer rescue squad or Volunteer Fire Department and one vehicle owned by either an active volunteer rescue squad member or an active volunteer fire department member, provided that the Chief or other authorized member of the volunteer rescue squad and the Chief or other authorized member of the volunteer fire department shall certify to the county Commissioner of Revenue and the county Treasurer a list of all vehicles owned by such entities and a list of all active members on or before March 1 of each year and only persons on such list or added thereto by such organizations shall be entitled to this exemption. The county annual license fee shall not be applicable to one vehicle owned or leased and used personally by any veteran who either holds a current state motor vehicle registration card establishing that he has received a disabled veteran's exemption from the Department of Motor Vehicles and has been issued a disabled veteran's motor vehicle license plate as prescribed pursuant to § 46.2-739 or holds a current state motor vehicle registration card establishing that he has received a prisoner of war veteran's exemption from the Department of Motor Vehicles and has been issued a former prisoner of war motor vehicle license plate as prescribed pursuant to § 46.2-746.

Sec. 116-8 Violation; Penalties

Every person who violates any provision of this article shall be guilty of a Class 4 misdemeanor. Prepayment of fine, upon waiver of appearance and plea of guilty, shall not be accepted until a receipt from the county Treasurer is produced evidencing payment of the applicable county license fee. Failure to pay the motor vehicle fee shall also subject the owner to all penalties, costs and interest as allowed by law.

Sec. 116- 9- 116-14

Reserved

All other provisions of said Ordinance not in conflict herewith shall remain in full force and effect. This amendment shall become effective immediately upon adoption.

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Mr. Cornwell told that this would go into effect on January 10, 2010 but it will show up on the bill that goes out this year.

Mr. Hutchins told that he appreciates all the work that has been done on this.

(Order)

MT. ROGERS INDOOR PLUMBING APPOINTMENT

Mr. Larowe told that Mr. Hutchins is currently serving a 1 year appointment.

Upon motion by Dr. Littrell, seconded by Mr. Dickson and passing, the Board appointed Mr. Hutchins to the Mt. Rogers Indoor Plumbing Board.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Abstain
Mr. Dickson	Yes
Dr. Littrell	Yes
Mr. McMillian	Yes

(Order)

RECREATION COMMISSION APPOINTMENT

Upon motion by Mr. Hurst, seconded by Mr. Jackson and passing, the Board appointed Curt Sumner to the Recreation Commission.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	Yes
Mr. McMillian	Yes

(Order)

SOCIAL SERVICES APPOINTMENT

Mr. Larowe told that we will be delaying this appointment until June 29th.

(Order)

9TH DISTRICT AND SREC APPOINTMENTS

Mr. Larrowe told that thee are not individual district appointments so they qualify for advertising. He told that advertising would keep us parallel to what we have been doing in the past and we have gotten some excellent candidates.

Upon motion by Mr. Hurst, seconded by Dr. Littrell and passing, the Board approved to advertise the 9th District Financing and SREC Board appointments.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	Yes
Mr. McMillian	Yes

(Order)

VDOT UPDATE

Mr. Bob Beasley told that they have received money to reconstruct the worst bridge in Carroll County which is on Route 52 north of the town limits. He told that the project has been awarded to DA Brown Inc. and there will be a preconstruction conference on Thursday. He told that the bridge has to come out and be built back as one unit and unfortunately that means that the road will be closed. He told that work is supposed to begin around July 20 and be completed by November 13th. He told that it was going to have to be closed one way or another.

Mr. Hutchins told that with the economy the way it is and being able to secure funding is a victory and having to close down the bridge is just the downfall.

Mr. Hurst told that he is glad it is getting fixed. He asked what the alternate route is.

Mr. Beasley told that they would use Route 620 from 52 with I77 being the detour and if the interstate clogs we will have to do what works depending on the location of the incident. He told that there would be signage for the detour.

(Order)

LAMBSBURG ROAD RESTRICTIONS

Mr. Beasley told that he and Mr. Newman have talked about the resolution and told that they went to Richmond with it and determined that it is a workable worded resolution. He told that the definition is very clear and simple.

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Mr. McMillian told that they do not want to restrict the residents in the area.

Dr. Littrell asked if he has a 15 foot suburban with a 30 foot car trailer would he be restricted.

Mr. Beasley replied yes.

Mr. Cornwell told that truck is a defined term and the resolution states truck through traffic and it would not be restricted.

Dr. Littrell suggested striking truck and putting vehicle instead.

Mr. Newman told that the definition of vehicle does not leave any wiggle room it even includes motorized bicycle.

(Order)

ADOPTION OF LAMBSBURG ROAD RESTRICTION RESOLUTION

Upon motion by Mr. McMillian, seconded by Dr. Littrell and passing, the Board approved the amended Lambsburg Road Restriction Resolution.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	Yes
Mr. McMillian	Yes

**A RESOLUTION REQUESTING THE COMMONWEALTH
TRANSPORTATION BOARD TO RESTRICT THROUGH TRAFFIC FOR
VEHICLES IN EXCESS OF FORTY (40) FEET IN LENGTH
ON LAMBSBURG ROAD (SR-620 and SR-97)**

Whereas, Lambsburg Road (SR-620 and SR-97) is located in Carroll County, Virginia;
and

Whereas, Lambsburg Road (SR-620 and SR-97) is a very mountainous road with sharp curves and through traffic in excess of 40 feet using this road creates a safety concern for residents and public safety officials; and

Whereas, to restrict through traffic for vehicles in excess of forty (40) feet in length on certain road segments, the Commonwealth Transportation Board needs a request from the County; and

June 8, 2009

Whereas, Carroll County is committed to enforcing this restriction;

NOW, THEREFORE, BE IT RESOLVED by the Carroll County Board of Supervisors on this 8th day of June, 2009, that the Commonwealth Transportation Board be and is hereby requested to restrict through traffic for vehicles in excess of forty (40) feet in length on Route 620 (Lambsburg Road) and Route 97 (Lambsburg Road) from the Southbound on Ramp to I-77 to the intersection of Route 775 (Chances Creek Road) with signage installed only on State Route 620 (Lambsburg Road) and that no signage be installed on Interstate 77 ; and

BE IT FURTHER RESOLVED that Route 620 (Lambsburg Road) from the Southbound on Ramp to Interstate 77 to Interstate 77 (Exit 1), then in a northern direction along Interstate 77 to Exit 8 (Fancy Gap Exit), intersection of Interstate 77 and State Route 148 (Chances Creek Road); thence in a westerly direction along State Route 148 to State Route 775 (Chances Creek Road); thence in a westerly direction along State Route 775 (Chances Creek Road) to the intersection of State Route 97 (Lambsburg Road) be designated as the alternative route for through traffic for vehicles in excess of 40 feet.

Adopted this 8th day of June 2009.

(Order)

ADOPTION OF SUBDIVISION ORDINANCE

Mr. Cornwell told that the changes that were requested are in red and told that this ordinance would go into effect on plats submitted after July 1, 2009.

Upon motion by Mr. Jackson, seconded by Mr. Hurst and passing, the Board approved the Subdivision Ordinance with the changes made in red effective July 1, 2009.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	Yes
Mr. McMillian	Yes

(A certified copy is on file in the Administrators Office, Clerk of Court and the Planning Commission)

Mr. Dickson told that the State will be coming out with some new regulations in July and October.

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Mr. Cornwell told that we may have to revisit the ordinance after the changes take effect.

Mr. Newman told that for Class A in our ordinance the roads are to be built to VDOT standards so as the State regulations change ours will have to change.

Dr. Littrell told that he does not like all the points, but it is far better than what we had.

(Order)

ADMINISTRATOR'S TIME

Mr. Larrowe thanked the Board and staff for attending the meal. He told that we have received some stimulus money to purchase an ambulance and some sheriff's vehicles. Mr. Larrowe told that for the fair, we have used staff to get the ditches installed and so far they are draining well. He told that we are working with VDACS to get a contract for the usage of the property. Mr. Larrowe announced all of the upcoming meetings.

(Order)

RFP ON COMPREHENSIVE PLAN

Mr. Newman told that we need to do an RFP for the Comp Plan. He told that the contract is for 3 years and it allows other localities to piggy back on our contract.

Upon motion by Mr. Hurst, seconded by Mr. Jackson and passing, the Board approved to do an RFP on the Comprehensive Plan.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	No
Mr. McMillian	Not Present

(Order)

CLOSED SESSION – PURSUANT TO VIRGINIA CODE SECTION 2.2-3711(A1, A3, A5, A7)

Upon motion by Mr. Dickson, seconded by Mr. Jackson, and passing, the Board convened a Closed Session for the discussion of personnel, disposition of real estate, prospective business, legal matter, as authorized by Virginia Code Section 2.2-3711(A1).

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VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	Yes
Mr. McMillian	Yes

(Order)

CERTIFICATION OF CLOSED SESSION

Upon motion by Mr. Hurst, seconded by Dr. Littrell, and passing, the Board adopted the following Resolution:

WHEREAS, the Carroll County Board of Supervisors convened a Closed Session this date pursuant to an affirmative recorded vote and on the motion to close the meeting in accordance with the Virginia Freedom of Information Act;

WHEREAS, Section 2.2-3711(D) of the Code of Virginia requires a certification by the Board of Supervisors that such Closed Session was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Carroll County 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 under the Virginia Freedom of Information Act were heard, discussed or considered in the Closed Session to which this certification applies, and (II) only such business matters as were identified in the motion by which this Closed Session was convened were heard, discussed, or considered in the meeting to which this certification applies.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	Yes
Mr. McMillian	Yes

(Order)

HOLIDAY SCHEDULE

Upon motion by Mr. Dickson, seconded by Mr. Jackson and passing, the Board approved to conform with the State Holiday Schedule with the exception of the ½ day before Thanksgiving for a total of 14 days.

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VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes
Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	Yes
Mr. McMillian	Yes

(Order)

SUPERVISOR'S TIME

Mr. McMillian thanked the ladies from the Devil's Den for coming out.

Mr. Hurst thanked everyone for coming and told that during the process that the decisions that were made were difficult. He told that for future meeting the Board would be starting with invocation and pledge at 4:00 and go straight into closed session. He told that they would convene with the public meeting at 5:00. Mr. Hurst told that this will start with the July meeting. He told that there will be a public forum meeting at the firehouse regarding Dugspur School.

Mr. Dickson told that he was glad to have Gary back. He told that the budget process went great and he wanted to thank all of the people who worked on the Subdivision Ordinance.

Dr. Littrell told that it has been a productive night and told that it is unfortunate that we have to close the pool.

(Order)

CHILDREN AT PLAY SIGN

Upon motion by Mr. Jackson, seconded by Mr. McMillian and passing by acclimation, the Board approved to approve a Children at Play Sign on Soapridge Road and to send a letter to VDOT asking for placement.

(Order)

ADJOURNMENT

Upon motion by Mr. Jackson, seconded by Mr. Hurst and passing, the Board recessed at 8:42 p.m. until June 29, 2009 at 7:00 p.m.

VOTES

Mr. Jackson	Yes
Mr. Hurst	Yes

June 8, 2009

Mr. Hutchins	Yes
Mr. Dickson	Yes
Dr. Littrell	Yes
Mr. McMillian	Yes

(Order)