

NOTICE OF PUBLIC MEETINGS

DATE	TIME	EVENT/PLACE **	PERSONS ATTENDING
May 19	11:00 a.m. 12:00 p.m.	ECONOMIC DEVELOPMENT AUTHORITY VERONA BUSINESS ASSOCIATION	Kelley, Pattie & Pyles
May 23	8:30 a.m. 10:00 a.m. 11:30 a.m. 1:30 p.m.	DEPARTMENT OF SOCIAL SERVICES MEETING (Verona) ECONOMIC DEVELOPMENT COMMITTEE MEETING EMERGENCY SERVICES COMMITTEE MEETING BOS STAFF BRIEFING	Pyles & Bragg Pyles & Bragg All members
May 24	7:00 p.m.	AUGUSTA COUNTY EMERGENCY SERVICES OFFICERS	Pyles & Bragg
May 25	7:00 p.m.	BOS MEETING	All members
May 26	4:00 p.m.	LIBRARY (FISHERSVILLE)	Pattie
June 1	10:00 a.m.	MPO POLICY BOARD MEETING	Garber
June 2	1:30 p.m. 5:00-6:30 p.m.	BZA MEETING AHC-GOVERNMENT/HOSPITAL SOCIAL	All members and Staff
June 6	1:30 p.m.	ACSA	Bragg, Pyles & Shull
June 8	7:00 p.m.	BOS Meeting	All Members
June 14	3:00 p.m. 3:00 p.m. 7:00 p.m.	GART PLANNING COMMISSION STAFF BRIEFING PLANNING COMMISSION MEETING	
June 15	7:00 p.m.	PARKS & RECREATION COMMISSION MEETING	Coleman
June 20	10:00 a.m. 11:30 a.m. 1:30 p.m.	ECONOMIC DEVELOPMENT COMMITTEE MEETING EMERGENCY SERVICES COMMITTEE MEETING BOS STAFF BRIEFING	Pyles & Bragg Pyles & Bragg All Members
June 21	10:00 a.m. 5:30 p.m.	VPAS (W'boro Senior Citizen Center) CAP-SAW (Waynesboro)	Coleman & Pyles
June 22	7:00 p.m.	BOS MEETING	All Members
June 28	8:30 a.m. 7:00 p.m.	DEPARTMENT OF SOCIAL SERVICES (W'boro) AUGUSTA COUNTY EMERGENCY SERVICES OFFICERS	Pyles & Bragg

DATE: May 19, 2016
H:calendar

****All meetings are at the Government Center unless otherwise noted.**

MEMORANDUM

May 19, 2016

TO: Augusta County Board of Supervisors

FROM: Timothy K. Fitzgerald, County Administrator

SUBJECT: STAFF BRIEFING, **MONDAY, May 23, 2016, 1:30 p.m.**
Board Meeting Room, Government Center, Verona, VA

ITEM NO.	DESCRIPTION
* * *	
S/B-01	1:30 p.m. <u>VDOT ROADS</u> 1) Report by VDOT (SEE ATTACHED) 2) Secondary 6 Year Plan (SEE ATTACHED)
S/B-02	<u>ECONOMIC DEVELOPMENT</u> Report by Staff (SEE ATTACHED)
S/B-03	<u>FIRE AND RESCUE</u> 1) Report by Staff (SEE ATTACHED) 2) Discuss the March 2016 round of grant requests reviewed by the Fire-Rescue Grant Committee (SEE ATTACHED)
S/B-04	<u>SHENANDOAH VALLEY SOCIAL SERVICES</u> Report by Staff (SEE ATTACHED)
S/B-05	<u>SHERIFF'S DEPARTMENT</u> Report by Staff
S/B-06	<u>MS4 ILLICIT DISCHARGE DETECTION AND ELIMINATION</u> (SEE ATTACHED) 1) Proposed Ordinance 2) Friends of the Middle River
S/B-07	<u>BOARD OF ELECTIONS</u> Discuss the following: (SEE ATTACHED) 1) New Voting Equipment 2) Verona precinct ADA Review 3) Discuss amending Section 8-32 of the Augusta County Code to move the polling place for the Crimora voting precinct from Crimora United Methodist Church to the Hugh K. Cassell Elementary School.
S/B-08	<u>TIF UPDATE</u> Report by Staff (SEE ATTACHED)

S/B-09 **PROFFER LEGISLATION BRIEFING**
Report by Staff (SEE ATTACHED)

S/B-10 **PLANNING COMMISSION/PUBLIC HEARING** (SEE ATTACHED)

- 1) Mary Ann Heerschap rezoning located at 87 Reeves Road, Mt. Solon (North River District).
- 2) Ordinance amendment Paragraph G to 25-384 of the Augusta County Code allowing daycare centers by special use permit in General Industrial Districts:
- 3) Ordinance amendment Article V, of Chapter 11 of the Augusta County Code, Panhandling.

S/B-11 **WAIVERS/VARIANCES**

S/B-12 **MATTERS TO BE PRESENTED BY THE BOARD**

S/B-13 **MATTERS TO BE PRESENTED BY STAFF**

S/B-14 **CLOSED SESSION** (SEE ATTACHED)

VIEWINGS

VDOT Report
May 23, 2016

Mr. Shull (Riverheads)

- RTE 656 (Offlitter Rd) and RTE 608 (Cold Springs Rd) drainage issues with downstream subdivision.
- RTE 666 (Lofton Rd) Signing for RTE 11 Truck turn-around
- RTE 876 (Mish Barn Rd) Surface treatment overlay scheduled for June.
- RTE 604 (McClures Mill) Surface treatment overlay scheduled in June.
- RTE 876 (Swoope Rd) Culvert replacement scheduled for last week of May

Mrs. Bragg (South River)

- Update on Route 610 (Howardsville Turnpike) – design complete, in R/W phase.
- RTE 632 (Shalom Rd) – 45 mph speed limit has been extended from South River to RTE 664 (Lyndhurst Rd).
- RTE 909 (Johnson Drive access road to Nibco, Ply-Gem, and Hershey) need for posted speed limit is being reviewed (currently unposted).
- RTE 909 (Johnson Drive) Road repairs are scheduled within the month.
- RTE 664 (Mt. Torrey Rd) – Relocation/adjustment of GPS truck routing signs are currently under review.
- RTE 1510 (Stuart Ave) beside of the 7-11 drainage concerns will need more detail. Field inspection did not see any blocking of existing ditch.
- RTE 632 (Shalom Rd) Surface treatment overlay completed.
- Possible sinkhole in Ridgeview Sub-Division has been brought to ACSA attention to investigate a possible sewer line collapse. Will follow up with outcome.
- RTE 610 (Howardsville T’Pike) Plant Mix resurfacing from RTE 634 (Patton Farm Rd) to RTE 664 (Mt. Torrey Rd) to start in June.
- RTE 664 (Mt Torrey rd) Plant mix resurfacing from Breast Works to WCL to start 2 week of June.

Mr. Coleman (Wayne)

- RTE 285 (Tinkling Springs Rd) – Tinkling Springs Church silt fence has been removed and complete.
- Route 794 (Sanger Lane) Additional pipe flushing will be completed soon by a contractor.
- RTE 622 (Calf Mountain Rd) Surface treatment overlay is completed.
- RTE 640 (Goose Creek Rd) Drainage and Erosion concerns by property owner at 1113 Goose Creek Rd has been reviewed by project inspector with the intent of having the contractor return and address.

Mr. Kelley (Beverly Manor)

- Update on RTE 612 (Laurel Hill Rd) project design is complete.
- RTE 613 (Old Greenville Rd) Surface treatment overlay in June.
- RTE 794 (Sanger Lane) Additional pipe flushing will be completed by a contractor.
- RTE 1580 (Patriot Drive) Speed limit currently posted for 25 mph.
- RTE 649 (Round Hill Drive) Speed limit currently posted for 25 mph from Augusta Farms Rd for approximately one-half mile west toward Tinkling Springs Rd.
- RTE 792(Sangers Ln) Plant mix resurfacing from US 250 to RTE 794 (Sangers Ln.) to start on the third week of June.

Mr. Garber (Middle River)

- RTE 1916 (Perkins Lane) Construction phase has been opened to charges, work will start in June 2016.
- RTE 616 (Belvidere Rd) Construction phase has been opened to charges, work will begin in June 2016.
- RTE 774 (Broad Run Rd) Unevenness across low water structure has been addressed. Environmental clearance is required to address the flow blockage, but will be corrected once the permit is received.
- RTE 783 (Pine Bluff Rd) has been graded and gravel spotted.
- Scheduled for dust control on all non-hard surface roads once weather permits application.

Mr. Pattie (North River)

- RTE 753 (Nash Rd) Drainage and grading improvements are continuing and will be completed in a few weeks. Dust control will be applied within the week.
- RTE 753 (Nash Rd) ADT number 160 VPD
- RTE 732 (Roman Rd) Culvert replacements have been completed and open to traffic.

Mr. Pyles (Pastures)

- Intersection RTE 262 and RTE 613 (Springhill Road) – intersection traffic engineering safety study is in progress.
- RTE 254 speed study in progress from end of existing 45 MPH zone to Westwood Animal Clinic, looking at adding curve advisory sign.
- RTE 684 (Prison Rd) Asphalt and shoulder repairs are scheduled.
- RTE 860 (Waldrup Rd) Railroad crossing upgrade to begin the 1st week of July with road closure for approximately 2 days.
- RTE 601 (Estaline Valley Rd) Railroad crossing upgrade to begin 2nd week of July with a road closure for 1 week. A detour will be in place.

VDOT Secondary System Six Year Plan			
FY 2013-14 through FY 2019-22			
Revenue			
FY 97-22			\$81,034,382 / 7 = \$11,576,340
Expenditures			
Beverly Manor			
97-13			\$6,874,897
FY 14-22	Rte. 612		\$1,977,692
	Rte. 608		\$3,339,277
	Rte. 637		\$150,000
	Total		\$12,341,866
Middle River			
97-13			\$6,975,057
FY 14-22	Rte. 616		\$4,083,541
	Rte. 616		\$450,000
	Rte. 628		\$317,338
	Rte. 870		\$75,000
	Rte. 830		\$190,000
	Rte. 1916		\$206,000
	Rte. 605		\$500,000
	Rte. 775		\$232,732
	Total		\$13,029,668
North River			
97-13			\$9,271,437
FY 14-22	Rte. 626		\$1,458,151
	Rte. 699		\$159,668
	Rte. 761		\$49,813
	Rte. 754		\$562,062
	Rte. 748		\$300,000
	Rte. 698		\$300,000
	Rte. 759		\$130,000
	Rte. 742		\$500,000
	Rte. 744		\$500,000
	Rte. 775		\$232,732
	Rte. 753		\$400,000
	Total		\$13,863,863

Pastures		
97-13		\$10,775,452
FY 14-22	Rte. 688	\$75,563
	Rte. 645	\$59,101
	Rte. 832	\$153,976
	Rte. 833	\$110,935
	Rte. 685	\$1,151,139
	Rte. 692	\$225,000
	Total	\$12,551,166
Riverheads		
97-13		\$10,865,372
FY 14-22	Rte. 693	\$500,000
	Rte. 800	\$271,149
	Rte. 675	\$300,000
	Rte. 681	\$500,000
	Rte. 842	\$350,000
	Total	\$12,786,521
South River		
97-13		\$7,080,818
FY 14-22	Rte. 610	\$4,570,016
	Total	\$11,650,834
Wayne		
97-13		\$7,017,737
FY 14-22	Rte. 636 Lifecore	\$14,877,780
	Rte. 636 Shared Use Path	\$1,401,503
	Rte. 636 Non-hard surface	\$500,000
	Rte 642	\$350,000
	Total	\$24,147,020

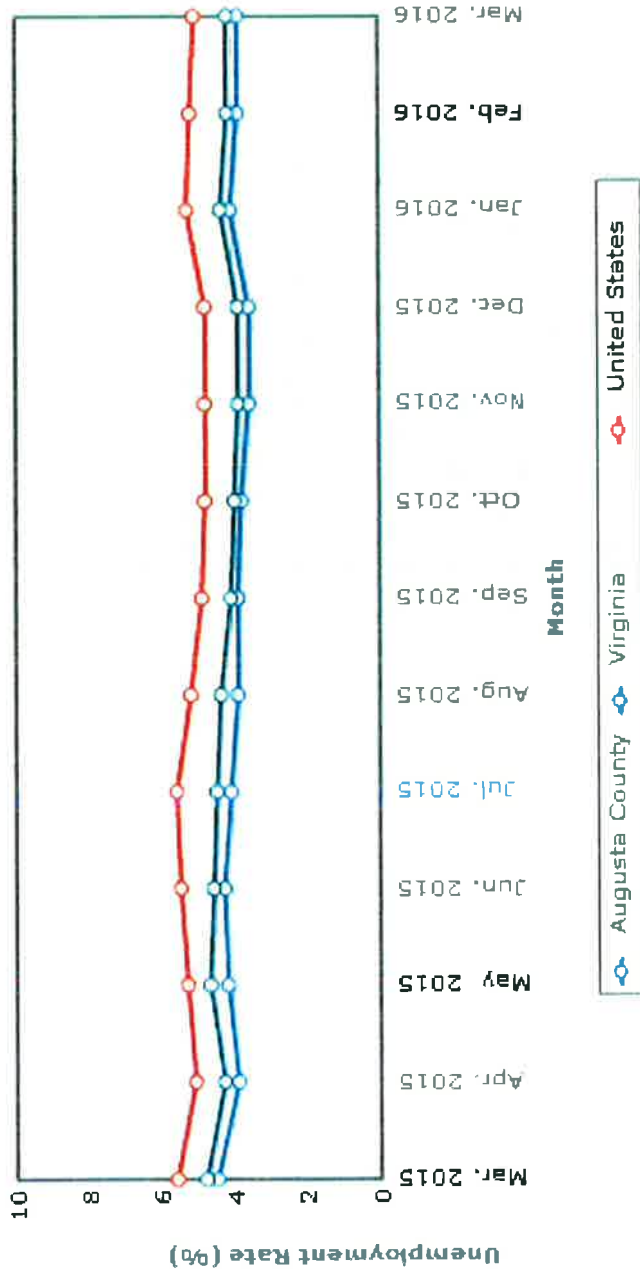
Economic Development Monthly Report for April 2016

Unemployment Rate
Business Licenses Issued
Prospect Generation
Mill Place Commerce Park
Economic Development Authority
Existing Industry Visits
Partner Agency Interaction
Shenandoah Valley Partnership
Small Business Development Center
Tourism Update
Marketing Initiatives/Media



Unemployment Rates

Past 12 Months



March 3.9%

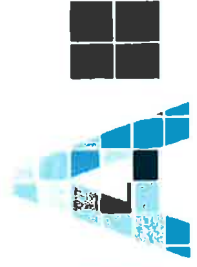
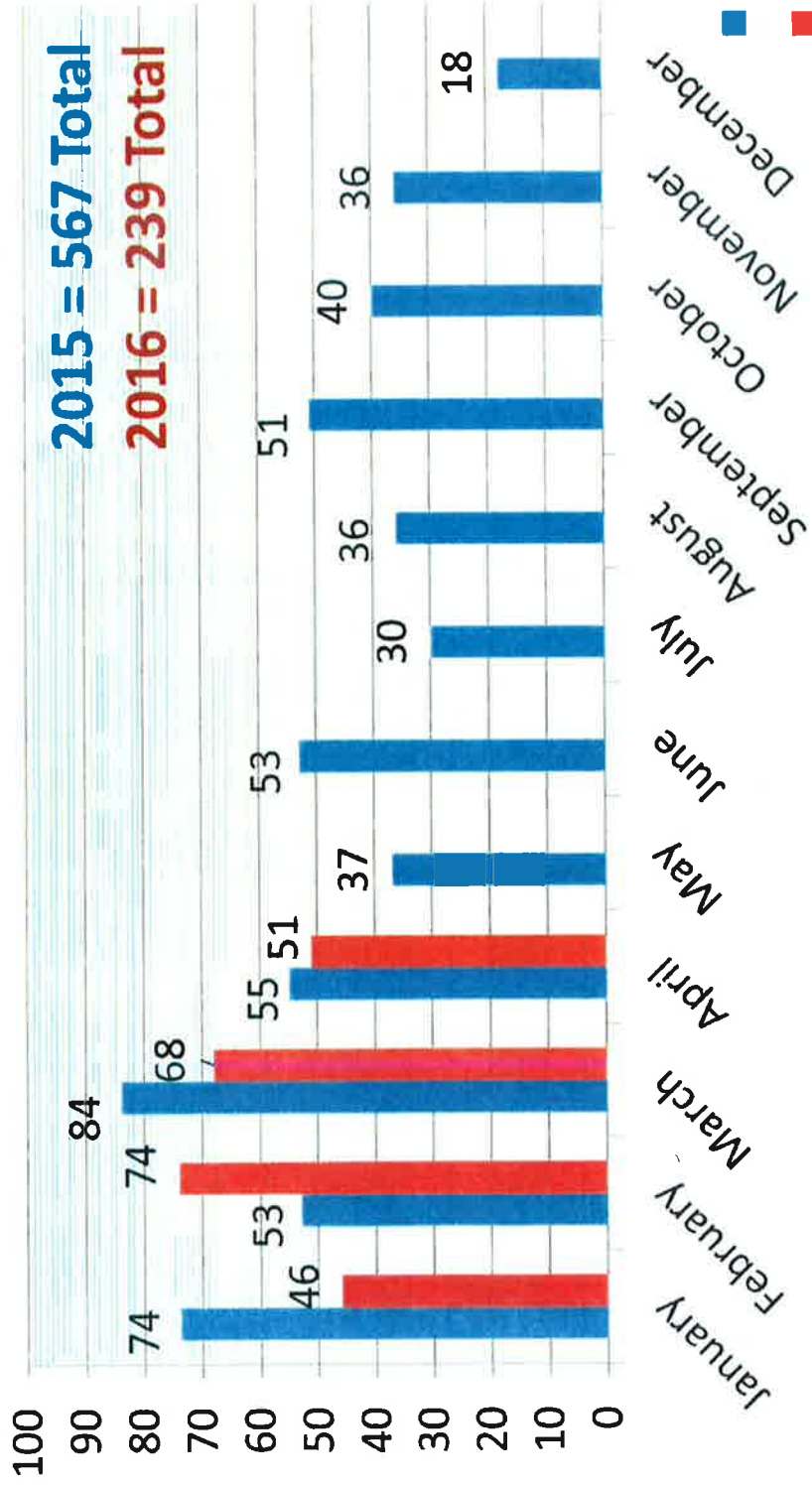
**Labor Force:
35,799**

**Employed:
34,411**

**Unemployed:
1,388**



Business Licenses Issued



Prospect Generation (CY 2016)

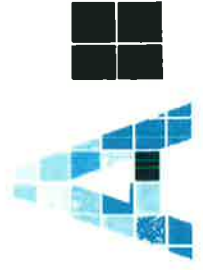
	2016 YTD	Goal	Prior
	Total	2015	Year 2015
Marketing Missions	2	3	3
Outreach VEDP	1 (January 7)	1	1
Total Outreach	4	4	4
Leads/SVP/VEDP	5	12	9
Leads/Other	6	12	20
Total Leads	11	24	29
Prospect Visits/SVP/VEDP	2	2	2
Prospect Visits/Other	2	2	5
Total Prospect Visits	4	4	7
ANNOUNCED ACTIVITY		5	3
Expansion Projects Announced*	1	4	1
New Company Locations*	1	1	2
Capital Investment (millions)	\$6,020,000.00	\$75,000,000.00	\$27,000,000.00
Jobs Created	73	100	305
Jobs Retained		50	150

***Announced Projects (YTD):** Investment Jobs Created Jobs Retained

AccuTEC Blades \$ 5,370,000.00 53

Stable Craft Brewing \$ 650,000.00 20

Total \$ 6,020,000.00 73



Mill Place Commerce Park

Water Tank:

- Tank was put online on December 21st.
- There are some minor items that will be completed this spring.

BMP#3: Howdyshell Excavating, Inc.

- Substantial Completion 5/12/16
- Final Completion 6/11/16
- Walking Trail to begin in Fall 2016

Fountain: Final installation completed

Development Plan: Ongoing

- Meeting with ACSA held on April 8



Economic Development Authority

*(Regular meetings every other month
on the third Thursday at 11am)*

- Last meeting: May 19, 2016
(Annual Meeting)
- Next meeting: July 21, 2016
- Remember to refer people to the
Augusta Small Business Loan Fund



Existing Industry Visits

(Goal: 40 visits/year)

- Hershey (April 7)
- Houff Feed & Fertilizer (April 12)
- Hollister (April 20)



Partner Agency Interaction

- Greater Augusta Regional Chamber of Commerce
 - Awards Dinner 4/5
- Valley Career and Technical Center CTE 4/7
- Valley DMO's 4/7
- Virginia Economic Development Partnership
 - Site Research Tour 4/11
- Go Virginia Introductory Discussion 4/12
- Greater Augusta Regional Tourism
 - Beerwerks Trail meeting 4/12
 - Monthly Meeting 4/12
- SAW Economic Development Directors
 - Meeting 4/13
- Public Relations Council 4/26



Shenandoah Valley Partnership Update

- Site Selector Marketing Mission 4/25-28
(Dallas TX)
- Site Selector Familiarization (Fam) Tour
 - Spouse/Family Committee 4/7
 - Possible Site Tour 4/13
- Economic Development Forum 4/15



Marketing Mission to Dallas, Texas
April 25-28, 2016 - 15 Site Location Consultants Visited



**Only
in Texas!**
*Longhorns in a shopping
center development*

Small Business Development Center

Meet & Greet

May 6


MEET & GREET the **SBDC** SMALL BUSINESS DEVELOPMENT CENTER

WHEN
May 6
9am-11am
Info Sessions @9:15 and 10:15

WHERE
SBDC offices
Lower level of Government Center

FEATURING - Refreshments -
Brief Info Sessions @9:15 and 10:15 - Q&A

www.ValleySBDC.org



WHAT IS THE SBDC?

The SBDC helps existing or new small business owners with questions like:
"How do I reach a marketplace?"
"What business entity should I choose?"
"How do I write a business plan?"
"What else is there to know?"

ASK QUESTIONS

in person or via webinars about these services, so it's easier to refer the public when they need assistance

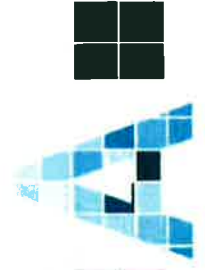
BENEFITS

make better referrals, know how to respond to questions, and give a great opinion to those needing business advice/guidance

MEET JOYCE

This event a great will be led by Joyce Kresh, Director, Shasta/Butte Valley SBDC.

This event co-sponsored by Economic Development.
Let us know if you have any questions!



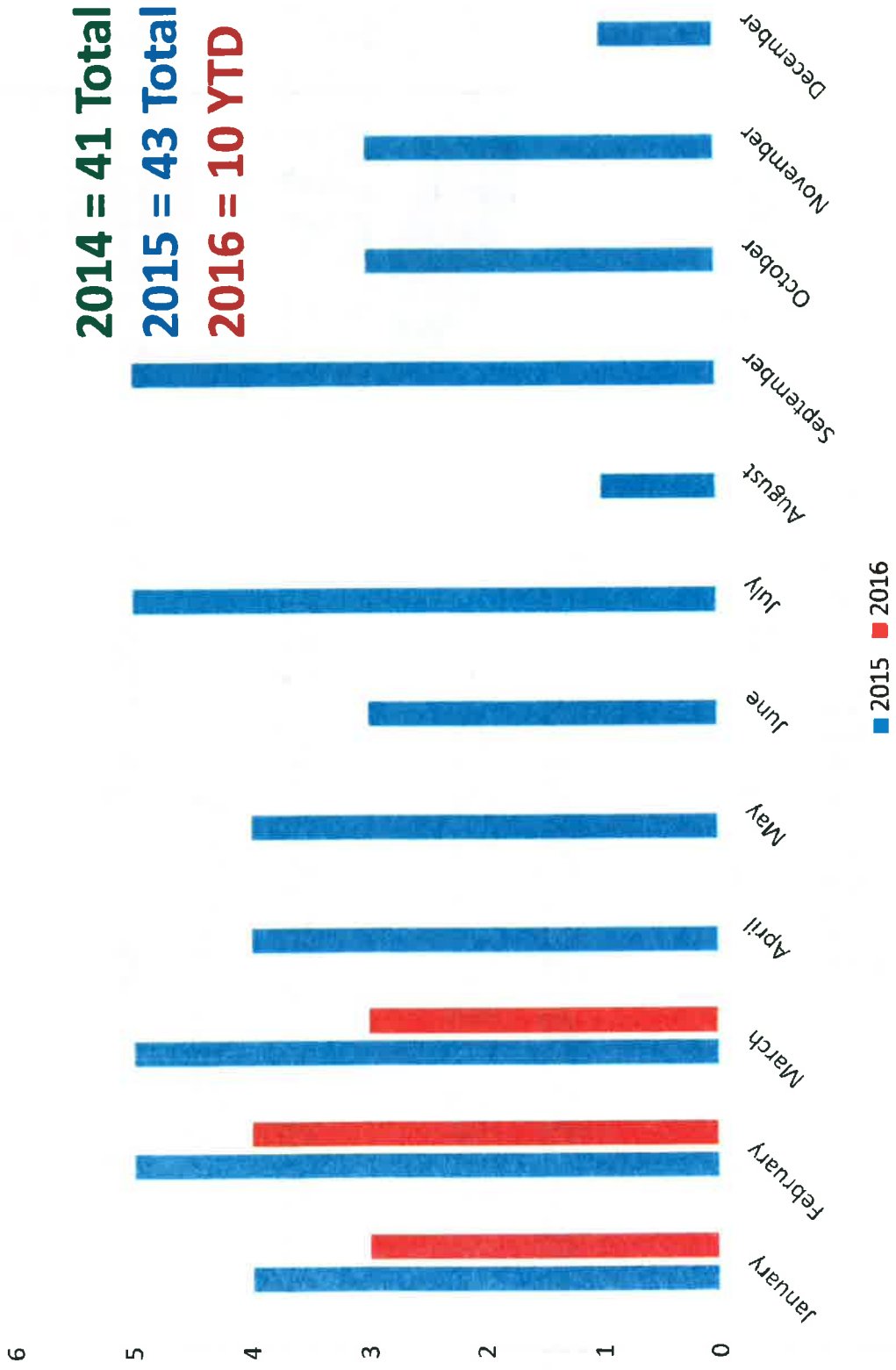
Small Business Development Center

	Clients Seen	Sessions	Hours	Attendees	Events
SBDC-All Offices <i>April 2015</i>	39	47	101	114	4
Verona Office <i>April 2015</i>	4	4	10	0	0
SBDC-All Offices <i>April 2016</i>	32	42	76	45	3
Verona Office <i>April 2016</i>	0	0	0	9	1



Small Business Development Center

Clients Seen



Tourism Update

Greater Augusta Regional Tourism (GART)

Shenandoah Beerwerks Trail

May 16-22, 2016

www.beerwerkstrail.com

@beerwerkstrail

FB: Shenandoah Beerwerks



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 Brown Out
 Abominable
 Loner
 Better Times

HAPPY BROWN ALE
 *2/4/10

THE ADMIRAL
 DOUBLE IPA
 8.3%
 *3/6/15

LONER
 ENGLISH MILD
 4.1%
 *2/4/10

BETTER TIMES
 BOCK
 6.4%
 *2/4/10

DAYLIGHT COMINGS
 COFFEE MALT STOUT
 10.5%
 *3/5



Marketing Initiatives

- Facebook Page
 - 119 “likes” and growing as of May ‘16
- “The Current View” Electronic Monthly Newsletter
 - List includes 334 names as of May ‘16
 - 38% open rate for April newsletter



Marketing Initiatives - Recent Media

- North Augusta Farmer's Market is Back – *WHSV*, April 7
- Behind the Brew: Local beer makers share their inspiration– *News Virginian*, April 7
- McAuliffe address first graduates of training program– *News Leader*, April 11
- Augusta County planning to connect two trails in Fishersville– *NBC29*, April 11
- New Waynesboro brewery to open in May – *News Leader*, April 17
- Seven Arrows Brewing expands distribution – *News Leader*, April 20





AUGUSTA COUNTY FIRE-RESCUE

County Government Center
18 Government Center Lane
P.O. Box 590, Verona, VA 24482

Main Office Line: (540) 245-5624 - Fax Line: (540) 245-5356
www.co.augusta.va.us
firerescue@co.augusta.va.us

May 11, 2016

AUGUSTA COUNTY FIRE-RESCUE REPORT

April 2016

In April, fire and rescue agencies that serve the County of Augusta received a combined total of 1,452 calls, of which 41 were calls turned over to next due agencies. Of those calls turned over, 21 were due to being on a previous call. Fire agencies received 612 fire and EMS calls, of which 18 were turned over to next due agencies. Rescue agencies received 840 EMS calls, of which 23 were turned over to next due agencies.

Chief Carson Holloway met with Economic Development Director Glover to discuss Fire-Rescue long term planning taking future economic develop into consideration, ECC on numerous occasions to discuss Walker's Creek/Middlebrook first response concerns, BC Hurst and Capt. Shaver to go over progress on the Training Plan, all BCs to review SOPs, and ECC and the Sheriff's Office to discuss the search process, as well as Fire-Rescue's role in emergency situations involving law enforcement. He met with the Budget Analyst on current budget and is reviewing the budget approved for next FY. Chief Holloway finalized and approved several SOPs and continues to review General Orders. He toured Camp Light/Creative Works Farm, attended VDEM Tactical Command Class, the Stuarts Draft Volunteer Fire Company annual banquet, met with Chad Blosser, CSEMS Council regarding 4 for Life funds and services they provide, attended the LEPC meeting, and the monthly Chiefs' Luncheon. Chief Holloway, along with County Administrator Fitzgerald attended ACFR career burns in Harrisonburg. The Chief participated in Hazmat training, a Traffic Incident Management meeting, filled 2 open fulltime positions, met with KME on the recent acquisition by REV, and participated in the bimonthly volunteer Chiefs' dinner. He attended the monthly Department Head meeting, Emergency Services Committee meeting, Staff Briefing, met with County auditors, and conducted 7 station visits.

Budget Analyst, Corey Richie attended a VDEM State Homeland Security Grant meeting, a 4 for Life review, Emergency Services Committee meeting, and continued to work with Intermedix on the billing transition. Revenue Recovery funds collected in April were \$146,842.33. April transport numbers; Deerfield-6, Churchville-28, Stuarts Draft-86, Preston L. Yancey-84, Craigsville-Augusta Springs-26, New Hope Vol-1, New Hope Career-9, Mount Solon-5, Riverheads-41, and Weyers Cave-35, total for the month-321.

Volunteer Coordinator/Lieutenant Minday Craun continues to visit area high schools setting up recruitment displays with the volunteer agencies, she met with several agencies and to discuss recruitment strategies, and took the Home Safety Trailer to one of the elementary schools. She

Mission: "To serve and protect our citizens and visitors through education and the delivery of all fire and emergency medical services."

supervised, Nikki Millner, an intern from JMU's Health Science Department during the month. Statistics for April 2016 include over 650 recruitment contacts, 94 public education contacts, 19 volunteer visits, 11 station visits, 5 training events, and participated in several meetings.

The Training Division instructed and/or provided logistics for Fire Academy, Firefighter II, EVOG, ACFR career burns, and EMT; 160 students with 2353.5 student man-hours.

Battalion Commander Nathan Ramsey conducted 17 station visits, responded to 4 Duty Officer calls, ordered and stocked EMS supplies and had several meetings with the BCs, Chief, and EMS Supervisors. He attended the Riverhead's meeting, VDEM Hazmat Tactical Command Class, updated OEMS maintenance log forms, and assisted with ACFR career burns at HFD training grounds. He worked with Physio-Control to get PMS performed on monitors and new AEDs. BC Ramsey attended the Elite Image Trend meeting, presented our RSAF grant request to the CSEMS review board, attended the state TRT meeting, and attended our Regional TRT Leaders meeting. He presented command training at Stuarts Draft Volunteer Fire Department, handled ambulance maintenance, and met with CSEMS on funding.

Battalion Commander Schacht conducted 44 station visits, responded to 4 Duty Officer calls, reviewed 1 rezoning request, and 4 site plans. He attended Preston L. Yancey and New Hope volunteer meetings, met with Preston L. Yancey Executive Committee, and attended numerous meetings with Admin staff. BC Schacht met with SARS on an upcoming outdoor event, and with Donna Good, Candy Hensley, and BC Hurst on a tornado shelter policy. He attended the ACESOA meeting, 2 career burns, and ALS skills drill. He worked with new hires on orientation, conducted second interviews with 2 candidates, and assisted new part-time employees. BC Schacht also put 2 Knox Boxes in service, participated in a Daikin tour, and moved apparatus around for repair.

Battalion Commander Jeff Hurst conducted 33 station visits and responded to 4 Duty Officer calls. He attended a Hazardous Material Tactical Safety and Command Class and represented Fire-Rescue at the first Broadband meeting. BC Hurst also attended the Mt. Solon and Deerfield membership meetings, assisted with the career burns, and toured Camp Light. He worked with the tornado preparedness committee and met with KME and the truck committee. BC Hurst also assisted the hiring committee on hiring fulltime and part-time employees and gathered information for service intervals to meet the VAOEMS requirements.

The Shift Captains made multiple station visits and responded to a combined total of 7 calls as Duty Officer. They attended several meetings, participated in training, took care of monthly scheduling, coordinated or provided coverage, reviewed timesheets, and worked on various station projects.

EMS Supervisors responded to a total of 49 calls, 15 of which ALS assistance was provided. They continue to administer the Infection Control Program, CQI, precepting, and conduct or participate in various station training.

Respectfully submitted,



Carson Holloway, Fire-Rescue Chief
DCH/cjh

FIRE DEPARTMENT EMERGENCY INCIDENTS

Apr-16

FIRE AGENCIES	TOTAL	FIRES	EMS	MVC	PUBLIC SERVICE	OTHER	CALL TURNED OVER TO NEXT DUE
Staunton - SS1	7	7	0	0	0	0	0
Staunton - SS2	6	3	3	0	0	0	0
1 - Waynesboro	10	6	0	2	0	2	0
2 - Deerfield	3	1	0	0	0	2	0
3 - Middlebrook	19	6	9	4	0	0	0
4 - Churchville	21	11	2	5	0	3	0
5 - Weyers Cave	46	12	9	13	6	6	2
6 - Verona	58	12	18	20	0	8	5
7 - Stuarts Draft	42	11	3	13	0	15	1
8 - Craigsville	25	6	13	2	2	2	0
9 - Doods	51	13	17	10	0	11	0
10 - Augusta County*	100	36	33	23	0	8	4
11 - Preston L. Yancey	72	29	17	13	1	12	0
12 - Raphine	11	2	4	3	0	2	2
14 - Swoope	24	8	4	3	0	9	0
15 - Bridgewater	5	2	1	1	0	1	0
17 - Clover Hill	0	0	0	0	0	0	0
18 - New Hope	21	13	0	5	0	3	3
19 - Wilson	19	9	1	3	0	6	1
20 - Grottoes	23	7	9	4	0	3	0
21 - Mt. Solon	7	2	1	1	3	0	0
25 - Riverheads	32	9	4	12	1	6	0
80 - Walkers Creek	4	2	2	0	0	0	0
SVRA	2	0	0	0	0	2	0
Goshen	1	1	0	0	0	0	0
South River	0	0	0	0	0	0	0
Wintergreen	3	1	0	2	0	0	0
TOTALS	612	209	150	139	13	101	18
PERCENTAGES	100.0%	34%	25%	23%	2%	17%	2.9%

**Of the 100 calls listed above, Augusta County responded to
36 calls within the City of Staunton*

RESCUE SQUAD EMERGENCY INCIDENTS

Apr-16

RESCUE AGENCIES	TOTAL	CARDIAC	BREATHING DIFFICULTY	UNRESPONSIVE	SICK	INJURY	MVC	FIRE	OTHER	CALL TIMES OVER 15 MIN NEXT DUE
1 - Waynesboro	73	5	7	3	28	14	8	4	4	0
2 - Deerfield	8	2	1	0	4	1	0	0	0	0
4 - Churchville	56	6	9	2	23	7	5	1	3	4
5 - Staunton/Augusta	159	12	15	3	60	36	23	2	8	0
6 - Stuarts Draft	143	19	14	4	53	19	20	4	10	7
11 - Preston L. Yancey	128	6	7	10	60	22	8	8	7	0
15 - Bridgewater	13	1	2	0	2	3	1	1	3	0
16 - Craigsville/Aug. Sprs.	43	7	6	4	16	9	0	1	0	1
18 - New Hope	20	1	4	0	4	1	6	3	1	0
20 - Grottoes	41	3	3	2	23	5	3	0	2	1
21 - Mount Solon	8	2	1	0	1	2	0	0	2	1
25 - Riverheads	80	7	12	1	29	15	9	3	4	5
26 - Weyers Cave	62	2	6	3	22	12	12	1	4	4
Augusta Health Transport	0	0	0	0	0	0	0	0	0	0
Wintergreen	6	1	1	1	0	0	3	0	0	0
TOTALS	840	74	88	33	325	146	98	28	48	23
PERCENTAGES	100%	8.8%	10.5%	3.9%	38.7%	17.4%	11.7%	3.3%	5.7%	2.7%

EMERGENCY CALLS RECEIVED THROUGH EOC
MONTHLY REPORT FOR 2016

FIRE & RESCUE COMPANIES	Fire & Rescue for 2015														
	January	February	March	April	May	June	July	August	September	October	November	December	Total Calls	% of Total Fire % of Total Rescue	% of Total
Staubton - SS1	9	10	10	7									36	1.50%	0.60%
Staubton - SS2	10	7	8	6									31	1.29%	0.52%
L - Waynesboro	13	8	12	10									43	1.79%	0.72%
2 - Deerfield	6	10	8	3									27	1.12%	0.45%
3 - Middlebrook	14	10	12	19									55	2.29%	0.92%
4 - Churchville	26	26	29	21									102	4.24%	1.71%
5 - Weyers Cave	43	52	47	46									188	7.82%	3.15%
6 - Verona	59	55	49	58									221	9.20%	3.70%
7 - Stuarts Draft	33	40	38	42									153	6.37%	2.56%
8 - Craigs ville	18	29	25	25									97	4.04%	1.63%
9 - Dooms	52	46	56	51									205	8.33%	3.43%
10 - Augusta County	111	83	109	100									403	16.77%	6.75%
11 - Preston L. Yancey	60	45	69	72									246	10.24%	4.12%
12 - Raphine	15	14	21	11									61	2.54%	1.02%
14 - Swoope	23	30	25	24									102	4.24%	1.71%
15 - Bridgewater	6	10	11	5									32	1.33%	0.54%
17 - Clover Hill	1	0	0	0									1	0.04%	0.02%
18 - New Hope	16	19	12	21									68	2.83%	1.14%
19 - Wilson	23	22	9	19									73	3.04%	1.22%
20 - Grottoes	12	24	13	23									72	3.00%	1.21%
21 - Mt. Solon	8	10	19	7									44	1.83%	0.74%
25 - Riverheads	28	22	33	32									115	4.79%	1.93%
80 - Walkers Creek	2	1	1	4									8	0.33%	0.13%
SVRA	4	0	1	2									7	0.29%	0.12%
Goshen	0	1	1	1									3	0.12%	0.05%
South River	1	0	2	0									3	0.12%	0.05%
Wintertown	1	2	1	3									7	0.29%	0.12%
R1 - Wayboro First Aid	98	80	108	73									359	10.07%	6.01%
R2 - Deerfield R.S.	10	15	9	8									42	1.18%	0.70%
R4 - Churchville R.S.	55	53	60	56									224	6.28%	3.75%
R5 - Staubton/Augusta R.S.	159	157	156	159									631	17.69%	10.57%
R6 - Stuarts Draft R.S.	149	157	157	143									606	16.99%	10.15%
R11 - Preston L. Yancey	124	126	161	128									539	15.11%	9.03%
R15 - Bridgewater R.S.	19	13	16	13									61	1.71%	1.02%
R16 - Craigs/Augusta Spt.	52	44	41	43									180	5.05%	3.02%
R18 - New Hope	14	19	19	20									72	2.02%	1.21%
R20 - Grottoes R.S.	33	37	19	41									130	3.65%	2.18%
R21 - Mt. Solon R.S.	30	19	22	8									79	2.22%	1.32%
R25 - Riverheads	81	86	95	80									342	9.59%	5.73%
R26 - Weyers Cave R.S.	79	70	76	62									287	8.05%	4.81%
Augusta Health Transport	0	0	0	0									0	0.00%	0.00%
Wintertown	4	3	1	6									14	0.39%	0.23%
FIRE TOTALS	594	576	621	612	0	0	0	0	0	0	0	0	2,403	40.26%	
RESCUE TOTALS	907	879	940	840	0	0	0	0	0	0	0	0	3,566	59.74%	
TOTAL CALLS	1,501	1,455	1,561	1,452	0	0	0	0	0	0	0	0	5,969	100.00%	

CALLS TURNED OVER TO NEXT
DUE AGENCIES
MONTHLY REPORT FOR 2016

FIRE & RESCUE COMPANIES	Fire & Rescue for 2015													
	January	February	March	April	May	June	July	August	September	October	November	December	Total CALLS TURNED OVER TO NEXT DUE AGENCIES	% of Total
Staunton - SSI	36	0	0	0	0								0	0.0%
Staunton - SS2	31	0	0	0	0								0	0.0%
1 - Waynesboro	43	0	0	0	0								0	0.0%
2 - Deerfield	27	0	0	0	0								0	0.0%
3 - Middlebrook	55	0	0	0	0								0	0.0%
4 - Churchville	102	0	0	0	0								0	0.0%
5 - Wevers Cave	188	1	1	2	2								5	2.7%
6 - Verona	221	1	5	4	5								15	6.8%
7 - Stuarts Draft	153	0	0	1	1								2	1.3%
8 - Craigsville	97	0	0	0	0								0	0.0%
9 - Dooms	205	0	0	0	0								0	0.0%
10 - Augusta County	403	2	3	2	4								11	2.7%
11 - Preston L. Yancey	246	0	1	0	0								1	0.4%
12 - Raphine	61	0	1	2	2								5	8.2%
14 - Swoope	102	0	0	0	0								0	0.0%
15 - Bridgewater	32	0	0	1	0								1	3.1%
17 - Clover Hill	1	0	0	0	0								0	0.0%
18 - New Hope	68	0	2	1	3								6	8.8%
19 - Wilson	73	1	2	0	1								4	5.5%
20 - Grottoes	72	0	0	0	0								0	0.0%
21 - Mt. Solon	44	0	0	1	0								1	2.3%
25 - Riverheads	115	2	0	0	0								2	1.7%
80 - Walkers Creek	8	0	0	0	0								0	0.0%
SVRA	7	0	0	0	0								0	0.0%
Goshen	3	0	0	0	0								0	0.0%
South River	3	0	0	0	0								0	0.0%
Wmtergreen	7	0	0	0	0								0	0.0%
R1 - W'boro First Aid	359	1	1	0	0								2	0.6%
R2 - Deerfield R.S.	42	0	0	0	0								0	0.0%
R4 - Churchville R.S.	224	2	6	6	4								18	8.0%
R5 - Staunton/Augusta R.S.	631	3	3	3	0								9	1.4%
R6 - Stuarts Draft R.S.	606	8	3	9	7								27	4.5%
R11 - Preston L. Yancey	539	0	1	3	0								4	0.7%
R15 - Bridgewater R.S.	61	1	0	1	0								2	3.3%
R16 - Craigs/Augusta Spr	180	2	3	2	1								8	4.4%
R18 - New Hope	72	1	2	0	0								3	4.2%
R20 - Grottoes R.S.	130	0	1	0	1								2	1.5%
R21 - Mt. Solon R.S.	79	0	1	0	1								2	2.5%
R25 - Riverheads R.S.	342	8	8	3	5								24	7.0%
R26 - Wevers Cave R.S.	287	0	4	10	4								18	6.3%
Augusta Health Transport	0	0	0	0	0								0	#DIV/0!
Wmtergreen	14	0	0	0	0								0	0.0%
FIRE TOTALS	2,403	7	15	14	18	0	0	0	0	0	0	0	54	2.2%
RESCUE TOTALS	3,566	26	33	37	23	0	0	0	0	0	0	0	119	3.3%
TOTAL CALLS TURNED OVER TO NEXT DUE	5,969	33	48	51	41	0	0	0	0	0	0	0	173	2.9%

AVERAGE RESPONSE TIMES
MONTHLY REPORT FOR 2016

Average response time reflects a delayed response but not a no response. Response time is calculated when tones have been activated until the apparatus responds from their agency.

FIRE & RESCUE COMPANIES	TOTAL CALLS	January	February	March	April	May	June	July	August	September	October	November	December	YEARLY AVG.
		AVG RESP TIME	AVG RESP TIME	AVG RESP TIME	AVG RESP TIME	AVG RESP TIME	AVG RESP TIME	AVG RESP TIME	AVG RESP TIME	AVG RESP TIME	AVG RESP TIME	AVG RESP TIME	AVG RESP TIME	
Staunton - SSI	36	2:00	1:3	2:11	1:14									1:64
Staunton - SS2	31	1:50	2:00	3:00	2:07									2:14
1 - Waynesboro	43	1:46	2:13	2:17	1:30									1:77
2 - Deerfield	27	4:22	3:18	4:52	4:37									4:07
3 - Middlebrook	55	4:22	4:49	2:01	2:56									3:32
4 - Churchville	102	2:57	3:25	3:42	2:58									2:96
5 - Weyers Cave	188	3:59	4:37	3:47	3:30									3:68
6 - Verona	221	2:17	3:18	2:42	2:51									2:57
7 - Stuarts Draft	153	3:13	2:47	2:40	2:46									2:62
8 - Craigsville	97	4:42	2:43	4:03	2:25									3:28
9 - Dooms	205	1:56	2:17	1:46	1:56									1:69
10 - Augusta County	403	1:54	1:55	1:56	1:44									1:52
11 - Preston L. Yancey	246	1:18	1:51	1:15	1:13									1:24
12 - Raphine	61	6:49	2:30	6:53	4:18									4:88
14 - Swoope	102	1:52	3:23	3:51	2:13									2:60
15 - Bridgewater	32	1:40	1:46	3:23	4:59									2:67
17 - Clover Hill	1	3:00	0:00	0:00	0:00									0:75
18 - New Hope	68	2:52	2:38	3:01	2:39									2:58
19 - Wilson	73	3:02	2:27	1:22	3:29									2:45
20 - Grottoes	72	3:10	2:10	1:26	2:10									2:14
21 - Mt Solon	44	1:39	3:11	2:53	4:47									2:88
25 - Riverheads	115	4:14	2:38	3:52	4:15									3:55
80 - Walkers Creek	8	3:58	1:00	2:08	2:46									2:28
SVRA	7	0:53	0:00	0:07	0:00									0:15
Goshen	3	0:00	1:00	4:00	2:00									1:75
South River	3	2:00	0:00	5:59	0:00									1:90
Wintertown	7	6:00	4:50	2:20	7:50									5:05
R1 - W'boro First Aid	359	2:53	2:31	2:21	0:05									1:78
R2 - Deerfield R.S.	42	1:39	2:11	2:36	1:50									1:84
R4 - Churchville R.S.	224	2:05	1:41	1:59	2:10									1:79
R5 - Staunton/Augusta R.S.	631	2:03	2:02	1:54	1:56									1:79
R6 - Stuarts Draft R.S.	606	1:37	1:34	1:31	1:28									1:33
R11 - Preston L. Yancey	539	1:20	1:19	1:21	1:06									1:17
R15 - Bridgewater R.S.	61	3:35	3:00	3:56	2:50									3:10
R16 - Craigs/Augusta Spt.	180	1:49	1:36	1:41	1:31									1:39
R18 - New Hope	72	2:07	1:54	1:36	1:46									1:61
R20 - Grottoes R.S.	130	1:53	1:55	1:19	1:52									1:45
R21 - Mt Solon R.S.	79	2:17	1:49	2:05	1:40									1:78
R25 - Riverheads	342	1:36	1:47	1:15	1:29									1:32
R26 - Weyers Cave	287	1:23	1:32	1:27	1:47									1:32
Augusta Health Transport	0	0:00	0:00	0:00	0:00									0:00
Wintertown	14	6:25	3:00	5:00	3:20									4:36
FIRE CALL TOTALS & MONTHLY AVG.	2,403	2:68	2:21	2:68	2:52	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2:52
RESCUE CALL TOTALS & MONTHLY AVG.	3,566	2:00	1:67	1:81	1:45	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	1:73

AVERAGE ON LOCATION TIMES
MONTHLY REPORT FOR 2016

FIRE & RESCUE COMPANIES	TOTAL CALLS	January			February			March			April			May			June			July			August			September			October			November			December			YEARLY AVG.
		AVG ON	LOC	TIME	AVG ON	LOC	TIME	AVG ON	LOC	TIME	AVG ON	LOC	TIME	AVG ON	LOC	TIME	AVG ON	LOC	TIME	AVG ON	LOC	TIME	AVG ON	LOC	TIME	AVG ON	LOC	TIME	AVG ON	LOC	TIME	AVG ON	LOC	TIME				
Staunton - SSI	36	11.15		8.00	8.22	4.43																													7.95			
Staunton - SS2	31	8.29		11.29	10.00	4.33																													8.48			
1 - Waynesboro	43	7.32		7.26	10.00	6.20																													7.70			
2 - Deerfield	27	13.22		15.49	11.58	11.55																													12.96			
3 - Middlebrook	55	10.47		14.26	7.10	9.20																													10.26			
4 - Churchville	102	9.37		11.56	9.26	9.13																													9.83			
5 - Wevers Cave	188	9.02		9.21	9.32	7.53																													8.77			
6 - Verona	221	8.17		8.28	8.36	8.36																													8.29			
7 - Stuarts Draft	153	7.24		7.10	6.47	7.36																													7.04			
8 - Craigsville	97	13.10		7.51	7.57	9.04																													9.31			
9 - Dooms	205	10.19		10.13	8.57	8.45																													8.45			
10 - Augusta County	403	6.25		8.48	8.05	7.34																													7.53			
11 - Preston L. Yancey	246	7.53		5.55	4.56	6.32																													5.99			
12 - Raphine	61	15.38		8.00	15.07	14.14																													13.15			
14 - Swoope	107	8.28		7.56	7.31	8.28																													7.86			
15 - Bridgewater	32	9.06		9.45	13.50	10.26																													10.57			
17 - Clover Hill	1	10.00		0.00	0.00	0.00																													2.50			
18 - New Hope	68	10.24		13.42	9.05	10.01																														10.68		
19 - Wilson	73	9.16		9.27	10.33	11.49																														10.06		
20 - Grottoes	72	7.41		8.22	6.31	7.42																														7.34		
21 - Mt. Solon	44	12.28		12.22	13.01	7.36																														11.22		
25 - Riverheads	115	16.25		11.35	12.25	11.53																														12.85		
80 - Walkers Creek	8	13.23		11.00	6.00	10.55																													10.20			
SVRA	7	1.39		0.00	0.00	0.06																													0.36			
Goshen	3	0.00		15.00	9.00	11.00																													8.75			
South River	3	16.00		0.00	21.00	0.00																													9.25			
Wintersgreen	7	15.58		18.00	21.11	16.02																													17.68			
R1 - W'boro First Aid	359	11.30		12.25	11.05	14.28																														12.22		
R2 - Deerfield R.S.	42	11.42		10.12	15.44	10.09																														11.77		
R4 - Churchville R.S.	224	8.10		10.44	9.46	11.11																														9.78		
R5 - Staunton/Augusta R.S.	631	10.47		10.48	10.04	10.21																														10.30		
R6 - Stuarts Draft R.S.	606	8.25		7.48	7.40	6.49																														7.41		
R11 - Preston L. Yancey	539	6.00		6.06	6.31	5.34																														5.93		
R15 - Bridgewater R.S.	61	12.16		6.23	14.21	11.08																														10.92		
R16 - Craigs/Augusta Spr.	180	8.49		8.39	9.39	7.13																														8.35		
R18 - New Hope	72	8.32		10.22	5.47	8.5																														8.13		
R20 - Grottoes R.S.	130	8.39		10.50	7.37	8.57																														8.71		
R21 - Mt. Solon R.S.	79	11.10		11.36	10.52	9.13																														10.33		
R25 - Riverheads R.S.	342	13.14		12.59	11.29	11.47																														12.12		
R26 - Wevers Cave R.S.	287	7.59		7.02	7.36	7.44																														7.55		
Augusta Health Transport Wintersgreen	0	0.00		0.00	0.00	0.00																													0.00			
	14	24.15		20.07	26.00	16.40																													21.66			
FIRE CALL TOTALS & MONTHLY AVG.	2,403	9.84		9.17	9.37	8.05																														9.11		
RESCUE CALL TOTALS & MONTHLY AVG.	3,566	9.93		9.55	10.09	9.15																														9.68		

CAREER CALLS ANSWERED
2016 FIGURES

CAREER	NAME	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	CAREER YEARLY TOTAL	AGENCY YEARLY TOTAL	TOTAL CAREER %
CO-11	Presston L. Yancey Fire	59	44	68	72									243	244	57.6%
CO-11	City of Waynesboro	4	4	1	5									14		99.26%
R-11	Presston L. Yancey Rescue	124	125	158	128									535	519	0.75%
R-11	City of Waynesboro	1		3										4		
CO-18	New Hope Fire	5	10	9	12									36	66	52.94%
CO-18	Extended Run Area													0		0.00%
CO-18	City of Waynesboro													0		0.00%
CO-18	City of Staunton													0		0.00%
R-18	New Hope Rescue	3	15	18	17									53	72	73.61%
R-18	Extended Run Area													1		1.69%
R-18	City of Waynesboro													0		0.00%
R-18	City of Staunton													0		0.00%
R-6	Stuarts Draft Rescue	48	52	70	68									238	666	39.27%
R-6	City of Staunton													0		0.00%
R-6	City of Waynesboro													0		0.00%
R-6	Extended Run Area													0		0.00%
R-16	Craigville-Augusta Springs	30	41	39	42									172	181	95.56%
R-16	Rockbridge County	6	3	3	7									19		11.05%
CO-9	Boones Fire	16	27	19	22									84	205	40.98%
CO-9	City of Waynesboro	2	3	1										6		7.14%
CO-6	Verona Fire	19	26	22	28									95	221	42.99%
CO-6	City of Staunton													3		3.16%
CO-3	Middlebrook	6	4	8	9									27	55	49.09%
CO-3	Extended Run Area													0		0.00%
CO-2	Deerfield Fire	4	4	5	2									15	27	55.56%
CO-2	Highland County													0		0.00%
CO-2	Extended Run Area													0		0.00%
RS-3	Deerfield Rescue	9	14	9	8									40	42	95.24%
RS-2	Highland County													1		2.50%
RS-3	Extended Run Area	2	1	1										4		10.00%
CO & R-4	Churchville Fire	6	6	11	10									31	102	32.35%
CO & R-4	Highland County													0		0.00%
CO & R-4	Extended Run Area	1	1	1	2									5		15.15%
CO & R-4	City of Staunton													1		3.03%
CO & R-4	Churchville Rescue	21	23	20	26									90	224	40.18%
CO & R-4	Highland County													0		0.00%
CO & R-4	Extended Run Area	7	8	5	3									23		25.56%
CO & R-4	City of Staunton	1	2	3	5									11		12.22%
CO & R-21	Mount Solon Fire	3	2	9	3									17	44	38.64%
CO & R-21	Rockingham County													4		23.53%
CO & R-21	Mount Solon Rescue	6	9	9	2									26	79	32.91%
CO & R-21	Rockingham County	1	1											2		7.69%
R-25	Riverbends Rescue	73	78	92	75									318	142	92.98%
R-25	Rockbridge County	5	3	4	5									17		3.35%
R-25	City of Staunton	2	2	2	6									10		3.14%
R-26	Weyers Cave Rescue	79	67	66	57									269	287	93.73%
R-26	Rockingham County	11	10	12	9									42		15.61%
R-26	City of Staunton													0		0.00%
CO-10	Augusta County	108	78	105	96									387	401	96.03%
CO-10	City of Staunton	40	15	31	36									122		31.58%
TOTAL MONTHLY ACFR CAREER CALLS ANSWERED		619	625	737	677	0	0	0	0	0	0	0	0	2678	3742	71.57%

247 Stations

FIGURES REPRESENT CALLS DURING HOURS CAREER ARE ASSIGNED TO STATIONS
2016 FIGURES

CAREER	NAME	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YEARLY TOTAL
CO-11	Preston L. Yancey Fire	60	45	69	72	0	0	0	0	0	0	0	0	246
	Call Turned Over/Cancelled Prior to Response/Standby	1	1	1	0									3
	Career Only	46	27	49	55									177
	Career and Volunteer	13	17	20	17									67
	Volunteer Only	0	0	0	0									0
RES-11	Rescue 11	124	126	161	128	0	0	0	0	0	0	0	0	539
	Call Turned Over/Cancelled Prior to Response/Standby	0	1	3	0									4
	Career Only	110	111	144	117									478
	Career and Volunteer	14	14	14	15									57
	Volunteer Only	0	0	0	0									0
CO-18	New Hope Fire	6	16	12	23	0	0	0	0	0	0	0	0	55
	Call Turned Over/Cancelled Prior to Response/Standby	0	0	1	3									4
	Career Only	1	7	5	9									22
	Career and Volunteer	4	3	4	3									14
	Volunteer Only	1	6	2	6									15
RES-18	New Hope Rescue	4	17	19	18	0	0	0	0	0	0	0	0	58
	Call Turned Over/Cancelled Prior to Response/Standby	0	0	0	0									0
	Career Only	1	11	16	11									39
	Career and Volunteer	2	4	2	6									14
	Volunteer Only	1	2	1	1									5
RES-6	Stuarts Draft Rescue	60	55	80	77	0	0	0	0	0	0	0	0	272
	Call Turned Over/Cancelled Prior to Response/Standby	2	1	4	6									13
	Career Only	46	44	54	51									194
	Career and Volunteer	10	8	17	17									52
	Volunteer Only	2	2	6	5									15
RES-16	Craigsville-Augusta Springs	52	44	41	43	0	0	0	0	0	0	0	0	180
	Call Turned Over/Cancelled Prior to Response/Standby	2	3	2	1									8
	Career Only	43	40	34	38									157
	Career and Volunteer	5	1	5	4									15
	Volunteer Only	0	0	0	0									0
CO-9	Dooms Fire	16	28	23	23	0	0	0	0	0	0	0	0	90
	Call Turned Over/Cancelled Prior to Response/Standby	0	1	0	0									1
	Career Only	5	10	6	4									24
	Career and Volunteer	11	17	13	18									59
	Volunteer Only	0	4	1	1									6
CO-6	Verona Fire	21	27	27	32	0	0	0	0	0	0	0	0	107
	Call Turned Over/Cancelled Prior to Response/Standby	0	0	2	0									2
	Career Only	11	10	12	14									47
	Career and Volunteer	6	16	10	14									46
	Volunteer Only	2	1	1	4									10
CO-3	Middlebrook Fire	6	4	8	9	0	0	0	0	0	0	0	0	27
	Call Turned Over/Cancelled Prior to Response/Standby	0	0	0	0									0
	Career Only	1	2	2	2									7
	Career and Volunteer	3	2	6	7									18
	Volunteer Only	0	0	0	0									0
CO-2	Deerfield Fire Department	6	10	8	3	0	0	0	0	0	0	0	0	27
	Call Turned Over/Cancelled Prior to Response/On Rescue	0	0	0	0									0
	Career Only	0	1	0	0									1
	Career and Volunteer	4	3	5	2									14
	Volunteer Only	2	6	3	1									12
RES-2	Deerfield Rescue Squad	10	15	9	8	0	0	0	0	0	0	0	0	42
	Call Turned Over/Cancelled Prior to Response/Standby	0	1	0	0									1
	Career Only	0	3	4	1									8
	Career and Volunteer	9	11	5	7									32
	Volunteer Only	1	0	0	0									1
CO-4	Churchville Fire Department	9	8	14	13	0	0	0	0	0	0	0	0	44
	Call Turned Over/Cancelled Prior to Response/On Rescue	0	0	1	0									1
	Career Only	1	2	2	5									10
	Career and Volunteer	5	4	9	5									23
	Volunteer Only	3	2	2	3									10
RES-4	Churchville Rescue Squad	25	26	25	29	0	0	0	0	0	0	0	0	105
	Call Turned Over/Cancelled Prior to Response/Standby	1	1	2	0									4
	Career Only	14	14	17	21									66
	Career and Volunteer	7	9	3	5									24
	Volunteer Only	3	2	3	3									11
CO-10	Angusta County	111	83	109	100	0	0	0	0	0	0	0	0	403
	Call Turned Over/Cancelled Prior to Response/Standby	1	5	3	4									15
	Career Only	102	73	96	76									349
	Career and Volunteer	6	5	9	18									38
	Volunteer Only	0	0	1	0									1
CO-21	Mount Solon Fire Department	4	3	11	4	0	0	0	0	0	0	0	0	22
	Call Turned Over/Cancelled Prior to Response/On Rescue	0	0	0	0									0
	Career Only	1	0	4	1									6
	Career and Volunteer	2	2	5	2									11
	Volunteer Only	1	1	2	1									5
RES-21	Mount Solon Rescue Squad	9	10	9	3	0	0	0	0	0	0	0	0	31
	Call Turned Over/Cancelled Prior to Response/Standby	0	0	0	0									0
	Career Only	1	2	2	1									6
	Career and Volunteer	5	7	5	1									18
	Volunteer Only	3	1	2	1									7
RES-25	Riverheads Rescue	81	86	95	80	0	0	0	0	0	0	0	0	342
	Call Turned Over/Cancelled Prior to Response/Standby	8	8	3	5									24
	Career Only	72	78	91	75									296
	Career and Volunteer	1	0	2	0									3
	Volunteer Only	0	0	0	0									0
RES-26	Weyers Cave Rescue	79	71	76	62	0	0	0	0	0	0	0	0	288
	Call Turned Over/Cancelled Prior to Response/Standby	0	4	10	5									19
	Career Only	79	61	66	57									263
	Career and Volunteer	0	4	0	2									6
	Volunteer Only	0	0	0	0									0

YTD TOTAL OF CALLS DURING HOURS CAREER ARE ASSIGNED TO STATIONS

2878

Augusta County Fire/Rescue
 Calls Turned Over to Next Due
 Per SOG: Response Check - Time Limit

Agency Dispatched	Agency Responding	Call Type	Date	Location	Time of Call	Resp. Scene	On	ELAPSED TIME from Call to Response	TOTAL ELAPSED TIME from Time of Call to On Scene	Call Turnover Detail
Weyers Cave Fire	Weyers Cave Rescue	Altered LOC	4/21/2016	Cross Keys Rd Valley Pk	3:39	3:40	3:43	0:01	0:06	Co 5 not on any other call
Weyers Cave Fire	Weyers Cave Rescue	Automobile Fire Alarm	4/21/2016		18:19					Co 5 not on any other call
Verona Fire	Staubon-Augusta Rescue	Chest Pains	4/22/2016	Palmetto Rd	5:45	5:49	5:01	0:03	0:16	Co 6 not on any other call
Verona Fire	Staubon-Augusta Rescue	Fire Alarm	4/22/2016	Sutton Rd	6:34	6:36	6:38	0:01	0:03	Co 6 not on any other call
Verona Fire	Staubon-Augusta Rescue	Difficulty Breathing	4/22/2016	Lee Hwy	23:14	23:17	23:29	0:03	0:15	Co 6 not on any other call
Verona Fire	Weyers Cave Fire and Augusta County Fire	Accident involving an Animal	4/26/2016	81 NB MM 229 8	3:08	3:15	3:28	0:07	0:20	Co 6 not on any other call
Verona Fire	Staubon-Augusta Rescue	Fall	4/26/2016	River View Dr	4:37	4:39	4:50	0:02	0:12	Co 6 not on any other call
Stuarts Draft Fire	Riverheads Rescue and Stuarts Draft Rescue	Pain (Non Traumatic)	4/6/2016	Windmere Rd	17:19	17:20	17:23	0:01	0:04	Co 7 not on any other call
Augusta County Fire	Staubon Fire	Altered Mental Status	4/7/2016	Frontier Ridge Ct	8:40	8:40	8:46	0:06	0:06	Co 10 on another call
Augusta County Fire	Staubon Fire	Medical Alarm	4/9/2016	Community Way	11:18	11:18	11:25	0:00	0:07	Co 10 on another call
Augusta County Fire	Staubon Fire and Staunton-Augusta Rescue	Automobile Accidents	4/18/2016	River Bend Rd	21:08	21:12	21:14	0:01	0:06	Co 10 on another call
Augusta County Fire	Staubon Fire and Staunton-Augusta Rescue	Life Line Activation	4/26/2016	Frontier Ridge Ct	22:16	22:18	22:25	0:01	0:09	Co 10 on another call
Palmetto Fire	Medebiose Fire and Riverheads Rescue	Fall	4/6/2016	Cold Springs Rd	9:51	9:51	10:04	0:00	0:12	Co 12 not on any other Augusta County call
Palmetto Fire	Medebiose Fire, EMS1, and Riverheads Rescue	Bleeding/Hemorrhage	4/11/2016	Old Providence Rd	3:38	3:39	3:47	0:03	0:11	Co 12 not on any other Augusta County call
New Hope Fire	Preston L. Vanoy Fire and Staunton-Augusta Rescue	Automobile Accident	4/11/2016	Hemitage Rd/Bairneidge Rd	17:21	17:23	17:30	0:01	0:08	Co 19 on another call
New Hope Fire	New Hope Rescue	Automobile Accident	4/20/2016	New Hope and Cimosa Rd	21:19	21:20		0:01	0:08	Co 19 not on another call
New Hope Fire	New Hope Rescue and Weyers Cave Fire	Automobile Accident	4/22/2016	Knights Ln	8:13	8:18	8:23	0:04	0:09	Co 19 not on another call
Wilson Fire	Stuarts Draft Fire and Preston L. Vanoy Fire	Smoke Detector - 1st	4/4/2016	Britany Ln	9:00	9:00	9:03	0:00	0:03	Co 19 not on any other call
DAV 0600-1500 M-F		6	33%							
1500-0600 Sat		6	33%							
WEEKEND CALLS		4	22%							
		18	100%							

WEEKEND CALLS HAVE BEEN HIGHLIGHTED ABOVE

Augusta County Fire/Rescue
 Calls Turned Over to Host Due
 Per SOG: Response Check - Time Limit



Agency Dispatched	Agency Responding	Call Type	Date	Location	Time of Call	Time On Scene	ELAPSED TIME from Call to Response	TOTAL ELAPSED TIME from Call to On Scene	Call Turnover Details
Churchville Rescue	Churchville Rescue	Difficulty Breathing	4/8/2016	Churchville Ave	13:51	13:52	0:01	0:14	Rs 4 not on any other call
Churchville Rescue	Staubin-Augusta Rescue	Injury (Traumatic)	4/8/2016	Whiskey Creek Rd	15:49	15:49	0:00	0:17	Rs 4 not on any other call
Churchville Rescue	Staubin-Augusta Rescue	Back Pain (Non-Traumatic)	4/10/2016	Scenic Hwy	4:17	4:21	4:35	0:05	Rs 4 not on any other call
Churchville Rescue	Staubin-Augusta Rescue	Unknown Situation	4/15/2016	Morris Hill Rd	1:39	1:43	0:05	0:05	No Arrive Time Given
Staubin-Augusta Rescue	Staubin-Augusta Rescue	Difficulty Breathing	4/20/2016	Augusta Farms Rd	2:12	2:14	2:24	0:02	Rs 6 on another call
Staubin-Augusta Rescue	Staubin-Augusta Rescue	Motorcycle Accident	4/20/2016	Yoder Cir/Talking Spring Rd	0:51	0:57	1:05	0:08	Rs 6 not on any other call
Staubin-Augusta Rescue	Staubin-Augusta Rescue	Motorcycle Accident	4/11/2016	Augusta Farms Rd	7:12	2:14	2:29	0:02	Rs 6 not on any other call
Staubin-Augusta Rescue	Staubin-Augusta Rescue	Medical Emergency	4/15/2016	Dodge St	8:39	8:41	8:55	0:01	Rs 6 on another call
Staubin-Augusta Rescue	Staubin-Augusta Rescue	Medical Emergency	4/20/2016	North Dr	19:23	19:24	19:31	0:00	Rs 5 not on any other call
Staubin-Augusta Rescue	Staubin-Augusta Rescue	Motorcycle Accident	4/20/2016	Talking Spring Rd	11:39	11:19	11:24	0:01	Rs 6 on another call
Staubin-Augusta Rescue	Staubin-Augusta Rescue	Motorcycle Accident	4/20/2016	Cranberry Ln	9:00	9:01	9:09	0:00	Rs 6 on another call
Staubin-Augusta Rescue	Staubin-Augusta Rescue	Sickle/these Symptoms	4/18/2016	Little River Road	14:50	14:51	15:24	0:00	Rs 19 on another call
Staubin-Augusta Rescue	Staubin-Augusta Rescue	Chest Pain	4/26/2016	Sullivan Ln	14:12	14:17	14:29	0:11	Rs 20 not on any other Augusta County call
Staubin-Augusta Rescue	Staubin-Augusta Rescue	Armsy Obstruction	4/26/2016	Miles Rd	23:36	23:42	0:05	0:05	Rs 21 not on any other call
Staubin-Augusta Rescue	Staubin-Augusta Rescue	Motorcycle Accident	4/27/2016	White Hat Rd	9:42	9:44	9:55	0:02	Rs 25 on another call
Staubin-Augusta Rescue	Staubin-Augusta Rescue	Medical Alert	4/19/2016	Spring Creek Ln	14:20	14:24	14:33	0:03	Rs 25 on another call
Staubin-Augusta Rescue	Staubin-Augusta Rescue	Difficulty Breathing	4/18/2016	Old Sandbank Ln	7:52	7:57	8:12	0:04	Rs 25 on another call
Staubin-Augusta Rescue	Staubin-Augusta Rescue	Sickle/these Symptoms	4/17/2016	Middlebrook Rd	10:20	10:21	10:38	0:01	Rs 25 on another call
Staubin-Augusta Rescue	Staubin-Augusta Rescue	Sickle/these Symptoms	4/18/2016	McKinley Rd	14:36	14:42	15:10	0:05	Rs 25 on another call
Staubin-Augusta Rescue	Staubin-Augusta Rescue	Motorcycle Accident	4/14/2016	Don Town Rd/cor Hwy	15:27	15:35	15:40	0:02	Rs 26 on another call
Staubin-Augusta Rescue	Staubin-Augusta Rescue	Physical/Emergency	4/27/2016	North Main	15:08	15:09	15:17	0:00	Rs 26 on another call
Staubin-Augusta Rescue	Staubin-Augusta Rescue	Injury (Traumatic)	4/27/2016	4600 N Main	15:45	15:51	19:37	0:00	Rs 26 on another call
Staubin-Augusta Rescue	Staubin-Augusta Rescue	Injury (Traumatic)	4/28/2016	Cottage Ln	13:06	13:15	13:21	0:03	Rs 26 on another call

10
 33
 41%
 30%
 28%
 100%

ONLY SHOW WEEKEND CALLS
 MON-FRI 1462-2503 M.F
 WEEKEND CALLS

**Augusta County Fire/Rescue
Dispatched Agency On Another Call
Per SOIG: Response Check - Time Limit**

Agency Dispatched	Agency Responding	Call Type	Date	Location	Time of Call	Time Resp. On Scene	ELAPSED TIME from Call to Response	TOTAL ELAPSED TIME from Time of Call to On Scene
Augusta County Fire	Staunton Fire	Altered Mental Status	4/17/2016	Frontier Ridge Ct	8:40	8:40	0:00	0:06
Augusta County Fire	Staunton Fire	Medical Alarm	4/18/2016	Community Way	11:18	11:18	0:00	0:07
Augusta County Fire	Weyers Cave Fire, New Hope Fire, New Hope Rescue, and EMS1	Automobile Accidents	4/19/2016	River Bend Rd	21:08	21:10	0:01	0:06
Augusta County Fire	Staunton Fire and Staunton-Augusta Rescue	Life Line Activation	4/28/2016	Frontier Ridge Ct	22:16	22:18	0:01	0:09
Craigsville-Augusta Springs Rescue	Churchville Rescue	Sick/illness Symptoms	4/16/2016	Little River Road	14:50	14:51	0:00	0:33
New Hope Fire	Preston L. Yancey Fire and Staunton-Augusta Rescue	Automobile Accident	4/11/2016	Hermitage Rd/Barrenridge Rd	17:21	17:23	0:01	0:08
New Hope Fire	New Hope Rescue	Automobile Accident	4/20/2016	New Hope and Crimora Rd	21:19	21:20	0:01	Cancelled En-Route
New Hope Fire	New Hope Rescue and Weyers Cave Fire	Automobile Accident	4/22/2016	Knights Ln	8:13	8:18	0:04	0:09
Riverheads Rescue	Staunton-Augusta Rescue and Riverheads Fire	Automobile Accident	4/17/2016	White Hill Rd	9:42	9:44	0:02	0:12
Riverheads Rescue	Stuarts Draft Rescue	Medical Alert	4/13/2016	Spring Crest Ln	14:20	14:24	0:03	0:12
Riverheads Rescue	Staunton-Augusta Rescue and Stuarts Draft Rescue	Difficulty Breathing	4/16/2016	Old Sandbank Ln	7:52	7:57	0:04	0:20
Riverheads Rescue	Staunton-Augusta Rescue	Sick/illness Symptoms	4/17/2016	Middlebrook Rd	10:20	10:21	0:01	0:17
Riverheads Rescue	Staunton-Augusta Rescue	Sick/illness Symptoms	4/28/2016	McKinley Rd	14:36	14:42	0:05	0:33
Weyers Cave Rescue	Staunton-Augusta Rescue and Verona Fire	Automobile Accident	4/14/2016	Dam Town Rd/Lee Hwy	15:27	15:30	0:02	0:12
Weyers Cave Rescue	Staunton-Augusta Rescue	Renal/Kidney Emergency	4/21/2016	2320 I 81 S	12:42	12:47	0:04	0:20
Weyers Cave Rescue	New Hope Rescue and Weyers Cave Fire	Automobile Accident	4/27/2016	Knights Mill Rd	18:49	19:51	0:02	0:07
Weyers Cave Rescue	Grottoes Rescue	Injury (Traumatic)	4/28/2016	College Ln	12:05	12:10	0:03	0:15
DAY 0000-1800 M.F.		13	66%					
NIGHT 1800-0000 M.F.		5	24%					
WEEKEND CALLS		21	100%					

**Augusta County Fire/Rescue
Dispatched Agency Not On Any Other Call
Per SOG: Response Check - Time Limit**

Agency Dispatched	Agency Responding	Call Type	Date	Location	Time of Call	Time Resp	On Scene	ELAPSED TIME from Call to Response	TOTAL ELAPSED TIME from Time of Call to On Scene						
Weyers Cave Fire	Weyers Cave Rescue	Altered LOC	4/21/2016	Cross Keys Rd	3:35	3:40	3:43	0:01	0:01						
Weyers Cave Fire	Weyers Cave Rescue	Automatic Fire Alarm	4/21/2016	Valley Pike	15:19				HREC call no further info						
Churchville Rescue	Staunton-Augusta Rescue	Difficulty Breathing	4/9/2016	Churchville Ave	13:31	13:32	13:45	0:01	0:14						
Churchville Rescue	Staunton-Augusta Rescue	Injury (Traumatic)	4/9/2016	Whiskey Creek Rd	15:49	15:49	16:03	0:00	0:14						
Churchville Rescue	Staunton-Augusta Rescue	Back Pain (Non-Traumatic/Phor)	4/10/2016	Scenic Hwy	4:17	4:21	4:35	0:03	0:17						
Churchville Rescue	Staunton-Augusta Rescue	Unknown Situation	4/25/2016	Morris Mill Rd	1:39	1:45		0:05	No Arrive Time Given						
Verona Fire	Staunton-Augusta Rescue	Chest Pains	4/2/2016	Raintree Rd	5:45	5:49	6:01	0:03	0:16						
Verona Fire	Augusta County Fire, Staunton Fire, (Verona-Rsp07) and Weyers Cave	Fire Alarm - 1st	4/2/2016	Sutton Rd	8:34	8:36	8:38	0:01	0:03						
Verona Fire	New Hope Rescue and Staunton-Augusta Rescue	Difficulty Breathing	4/20/2016	Lee Hwy	23:14	23:17	23:29	0:03	0:15						
Verona Fire	Weyers Cave Fire and Augusta County Fire	Accident Involving an Animal	4/26/2016	81 NB MM 229 B	3:06	3:16	3:28	0:07	0:20						
Verona Fire	Staunton-Augusta Rescue	Fall	4/30/2016	River View Dr	4:37	4:39	4:50	0:02	0:12						
Stuarts Draft Rescue	Preston L. Yancey Rescue	Motorcycle Accident	4/9/2016	roder Car/Triking Sporting R	0:51	0:57	1:05	0:06	0:13						
Stuarts Draft Rescue	Preston L. Yancey Rescue and Preston L. Yancey Fire	Automobile Accident	4/11/2016	Augusta Farms Rd	2:12	2:14	2:29	0:02	0:17						
Stuarts Draft Rescue	Preston L. Yancey Rescue	Sickness/Symptoms	4/20/2016	April Dr	19:23	19:24	19:35	0:00	0:11						
Stuarts Draft Fire	Riverheads Rescue and Stuarts Draft Rescue	Pain (Non Traumatic)	4/9/2016	Wendmere Rd	17:19	17:20	17:23	0:01	0:04						
Raphine Fire	Middlebrook Fire and Riverheads Rescue	Fall	4/9/2016	Cold Springs Rd	9:51	9:51	10:04	0:00	0:12						
Raphine Fire	Middlebrook Fire, EMS, and Riverheads Rescue	Bleeding/Hemorrhage	4/11/2016	Old Providence Rd	3:36	3:39	3:47	0:03	0:11						
Wilson Fire	Stuarts Draft Fire and Preston L. Yancey Fire	Smoke Detector - 1st	4/4/2016	Brittany Ln	9:00	9:00	9:03	0:00	0:03						
Grottoes Rescue	New Hope Rescue	Chest Pains	4/23/2016	Sullivan Ln	14:12	14:17	14:29	0:04	0:17						
Mount Solon Rescue	Bridgewater Rescue and EMS1	Airway Obstruction	4/20/2016	Mills Rd	23:36	23:42	0:05	0:05	0:28						
<table border="0"> <tr> <td>3</td> <td>15%</td> </tr> <tr> <td>6</td> <td>45%</td> </tr> <tr> <td>20</td> <td>100%</td> </tr> </table>										3	15%	6	45%	20	100%
3	15%														
6	45%														
20	100%														

DAY 0900-1800 M.F.
WEEKEND CALLS
WEEKEND CALLS HAVE BEEN HIGHLIGHTED ABOVE

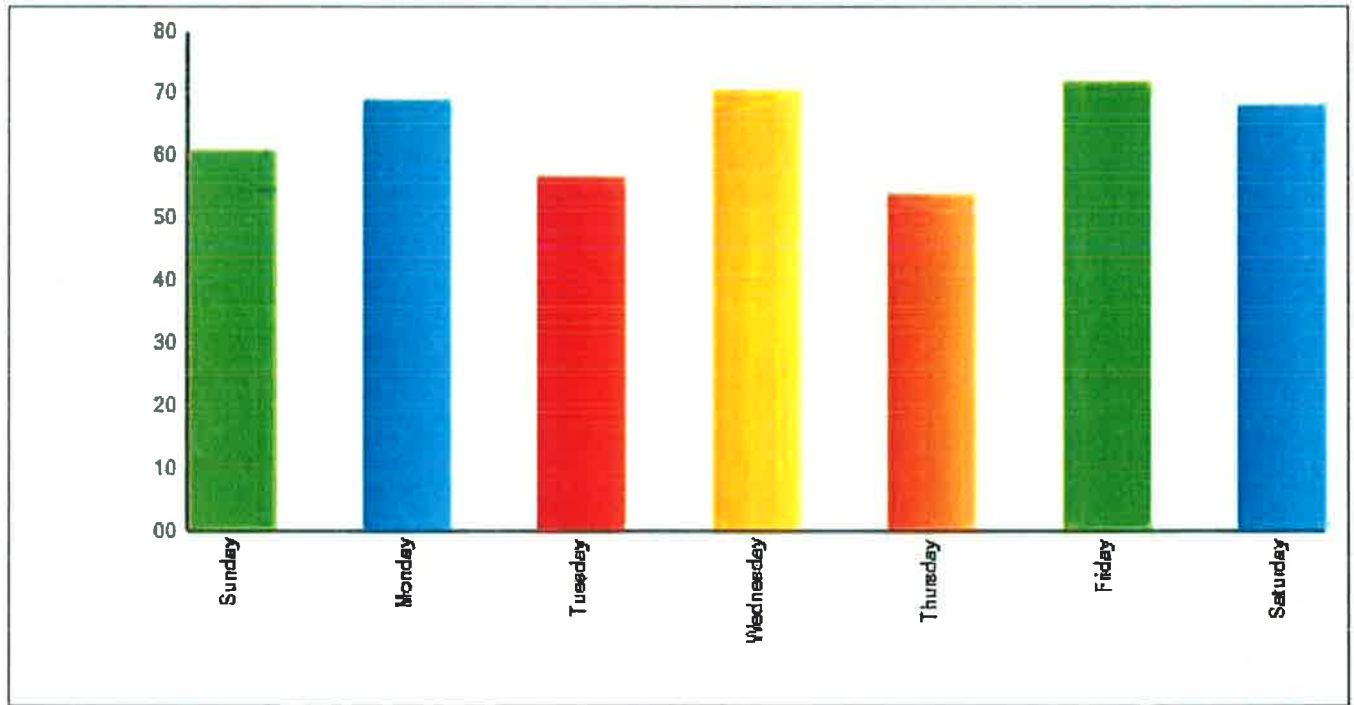
**Augusta County Fire/Rescue
Responded - No Medic
Per SOG: Response Check - Time Limit**

Agency Dispatched	Agency Responding	Call Type	Date	Location	Time of Call	Time Resp. On Scene	ELAPSED TIME from Call to Response	TOTAL ELAPSED TIME from Time of Call to On Scene
April 2016								
Fire/Rescue								
DAY 0600-1800 M-F			#DIV/0!					
NIGHT 1800-0600 M-F			#DIV/0!					
WEEKEND CALLS			#DIV/0!					
WEEKEND CALLS HAVE BEEN HIGHLIGHTED ABOVE.								

Communications

Calls For Service by Day of Week

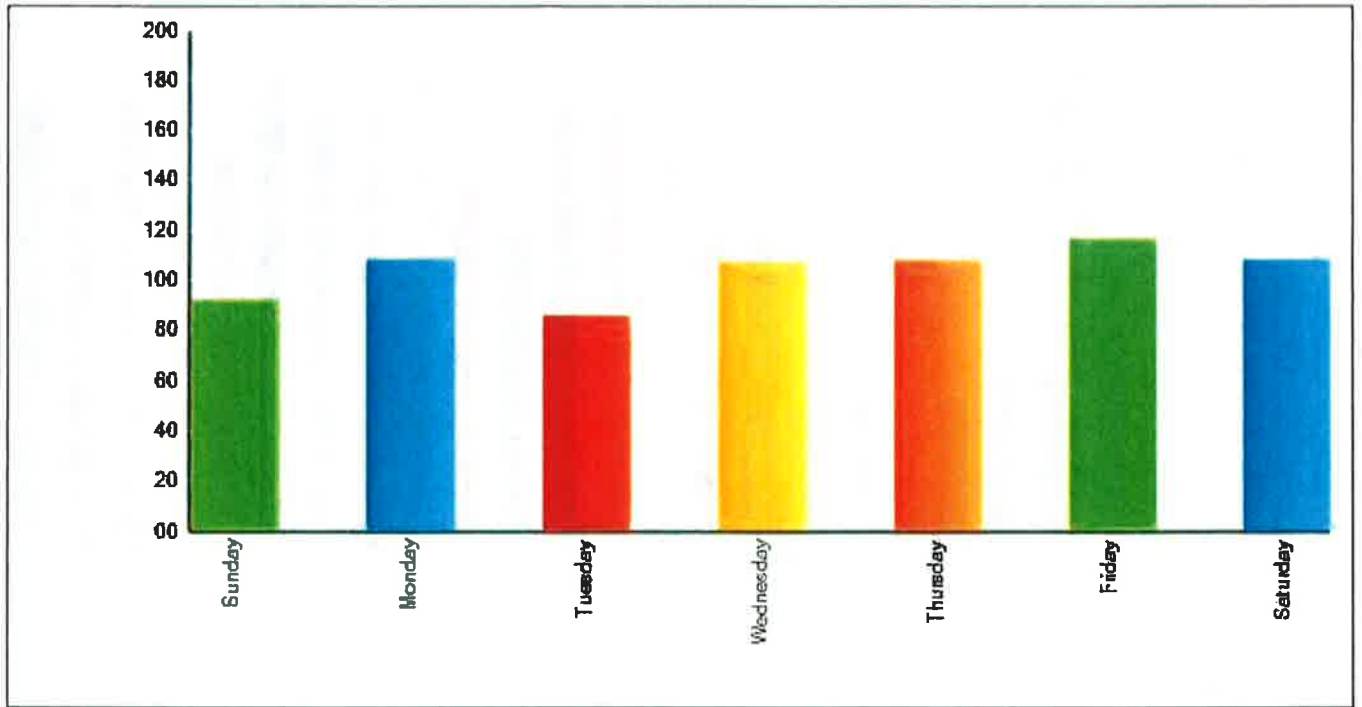
Agency: AFD Date: 4/1/2016 - 4/30/2016



Communications

Calls For Service by Day of Week

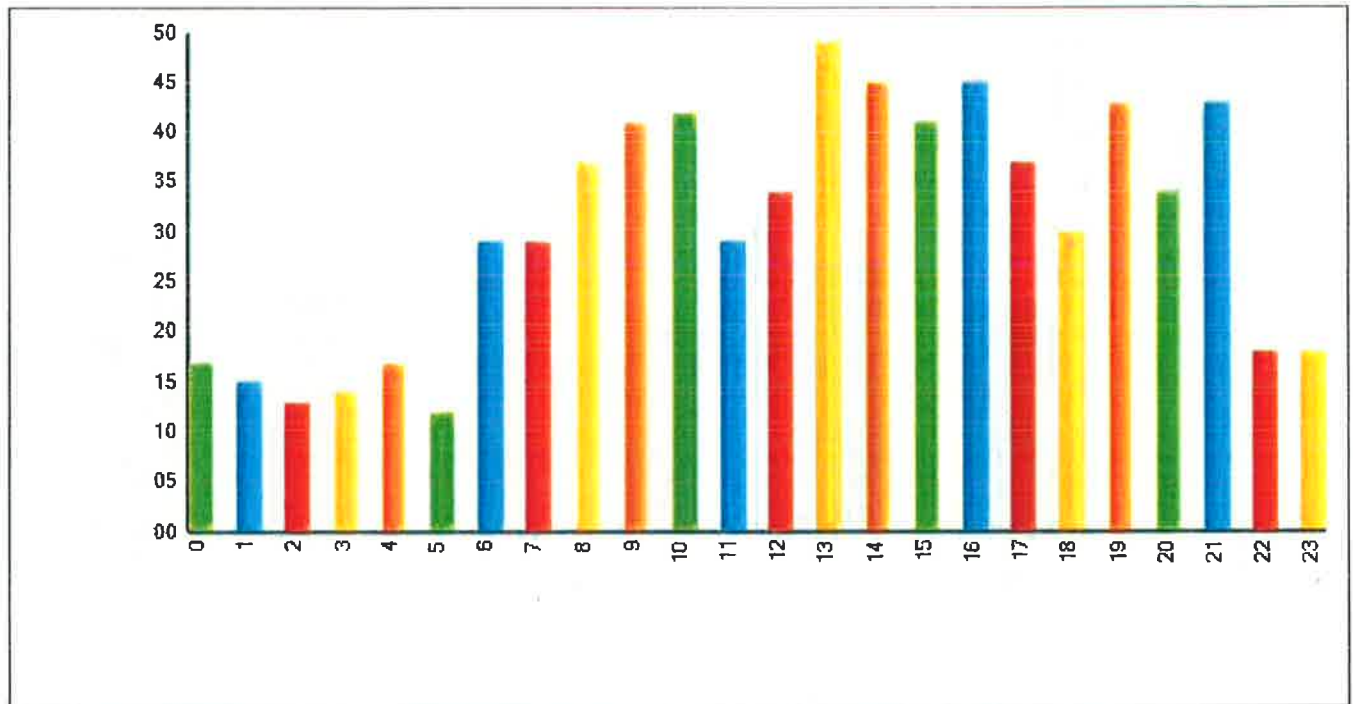
Agency: ARES Date: 4/1/2016 - 4/30/2016



Communications

Calls For Service by Hour of Day

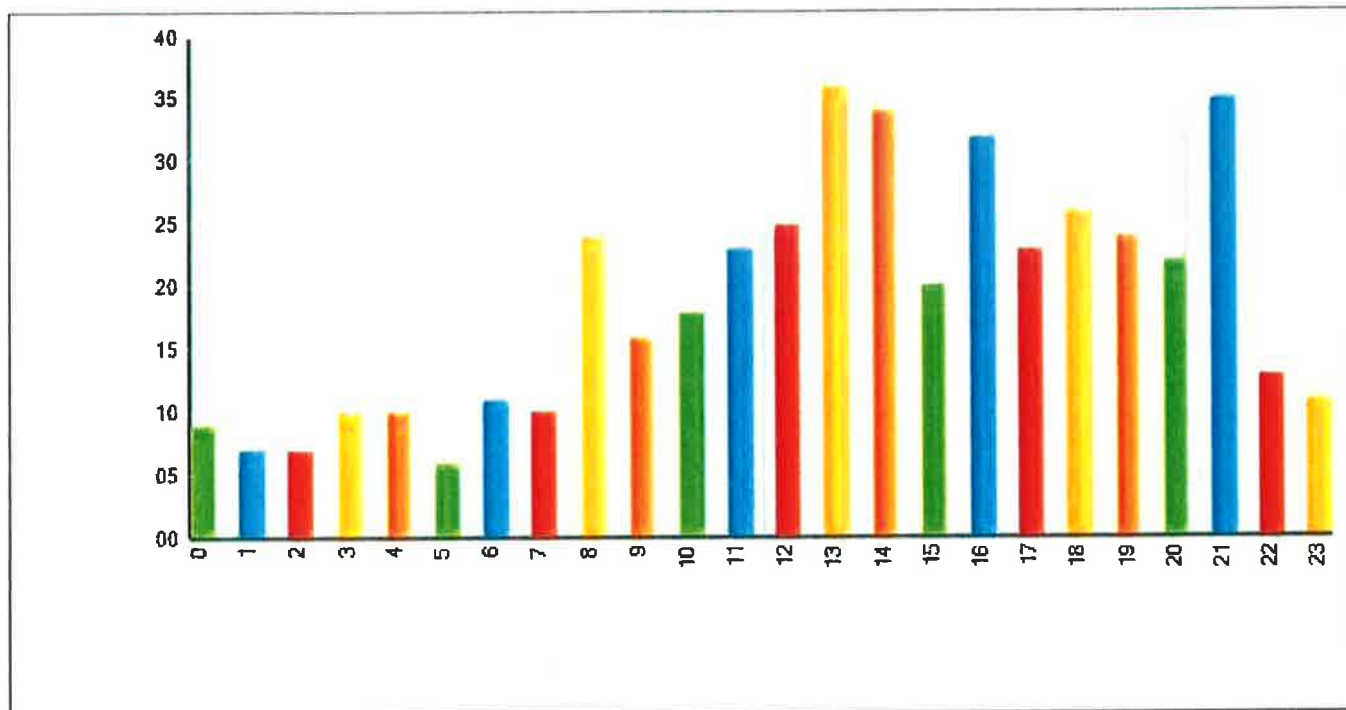
Agency: ARES Date: 4/1/2016 - 4/30/2016



Communications

Calls For Service by Hour of Day

Agency: AFD Date: 4/1/2016 - 4/30/2016






AUGUSTA COUNTY FIRE-RESCUE

County Government Center
18 Government Center Lane
P.O. Box 590, Verona, VA 24482

Main Office Line: (540) 245-5624 - Fax Line: (540) 245-5356
www.co.augusta.va.us
firerescue@co.augusta.va.us

May 12, 2016

TO: Timothy Fitzgerald, County Administrator

FROM: Minday M. Craun, Lieutenant/Volunteer Coordinator 

COPIES: Carson Holloway, Fire-Rescue Chief
Corey Richie, Budget Analyst

COMMITTEE MEMBERS/COPIES:

Carolyn Bragg, Board of Supervisors
John Kane, Fire-Rescue Representative
Andy Shaver, Member at Large
Sherri Hartless, Member at Large

RE: Fire-Rescue Grant Fund Meeting

The Fire-Rescue Grant Committee reviewed the March 2016 round of grant requests. The committee reviewed four applications totaling \$80,889.77 in requests. The committee is recommending approving a total of \$33,230.82, plus the amount needed for reprogramming of the Opticomms, an estimated \$3,000 bringing the **total recommended to be approved by the Board of Supervisors to \$36,230.82.**

The Committee Recommendations:

Churchville Fire & Rescue – Request \$29,390.85 (this grant cap is \$50,000 per agency per round) – **Committee Recommendation: Fund \$15,000 with Exceptions-** The grant request was for 20% of an ambulance (\$65,763.00) Churchville received 80% funding from Office of EMS – RSAF Grant (\$164,424.15). In reviewing this request, the amount asked for through this fund was the difference not approved last round (approved was \$35,000) since the guidelines are \$50,000 per agency per round, the committee felt this was the same request they could only approved the \$15,000 to make the total award \$50,000. **Exception:** Invoices for the item(s) purchased be forwarded to Augusta County Fire-Rescue prior to sending the agency the Board approved amount, will pay the exact amount of the invoice up to \$15,000.

Riverheads Volunteer Fire Department – Request \$27,140.00 – **Committee Recommendation: NOT Fund this request-** The request was for Ropes, Harness, Hand Lights and Hose. The recommendation of the committee was not to fund this request because they had not tried to get any of these items through another grant source as stated in the guidelines.

Swoope Volunteer Fire Department – Request \$15,722.61 – **Committee Recommendation: Fund \$9,594.51 with Exceptions-** The grant request was for a Thermal Imaging Camera (TIC), Helmets and Boots. Swoope had applied for a grant and was denied for the TIC, but had not applied for the helmets and boots through another grant source. **Exception:** Invoices for the item(s) purchased be forwarded to Augusta County Fire-Rescue prior to sending the agency the Board approved amount, will pay the exact amount of the invoices up to \$9,594.51.

Mount Solon Volunteer Fire Department & Rescue Squad – Request \$8,636.31 – **Committee Recommendation: Fund \$8,636.31 with Exceptions-** The grant request was for a the 20% match of a Rescue Squad Assistance Fund Grant and warranty for a Lucas 2.2 Compression System. **Exception:** Invoices for the item(s) purchased be forwarded to Augusta County Fire-Rescue prior to sending the agency the Board approved amount, will pay the exact amount of the invoices up to \$8,636.31.

REQUEST: It was approved at the April 26 Augusta County Emergency Services Officers Association to this fund for the Opticom reprogramming for all of the volunteer/career vehicles. The estimated cost for this reprogramming is \$3,000.

Please add this to the Board of Supervisor agenda for the staff briefing May 23, 2016. If you have any questions, please feel free to contact me.

Timeline for Recruitment for Shenandoah Valley Social Services

- **Management begins the search for a new employee**
 - Supervisor reviews the worker profile for the position
 - Administrative Boards approve filling the vacant position at their monthly meeting.

- **Recruitment process begins**
 - Supervisor develops screening criteria and questions for the posting. The questions are developed with weights assigned to answers based on the worker profile to give a numerical score.
 - Supervisor develops and reviews interview questions based on the screening criteria and worker profile.
 - Job posting is created and submitted to the Virginia Department of Social Services Human Resources Department (VDSS HR) for approval.
 - Position is posted on the Virginia State Recruitment Management System (RMS) for 7-14 days depending on the job classification.

- **Screening process begins**
 - Supervisor reviews scores and requests applications with the highest scores to be pulled to screen.
 - Supervisor returns applications of applicants chosen to interview to Hiring Manager.
 - Hiring Manager sends a list of names and scores to the VDSS HR for approval to interview.
 - VDSS HR approves the applicants selected, and Hiring Manager contacts selected applicants to set up interview for 1-2 weeks in the future.

- **Interviews completed**
 - Supervisor chooses final applicant(s)
 - Hiring Manager begins necessary background checks (Central Registry; Criminal History/Sex Offender/Crimes Against Minors; DMV driving records).

- **Job offered**
 - The job is offered to final applicant(s) and is contingent upon receiving satisfactory background checks.
 - The applicant begins employment with agency.

- **Obstacles encountered:**
 - Criminal findings on background checks
 - Unsatisfactory driving record
 - Poor references
 - Applicant declines job due to low starting salary
 - Applicant declines job due to being offered a higher salary between the interview and selection of hire

Total time to fill a vacant position: Approximately 8 weeks (minimum) - 16 weeks (maximum)



COUNTY OF AUGUSTA
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. BOX 590
COUNTY GOVERNMENT CENTER
VERONA, VA 24482-0590



16-489

MEMORANDUM

ENGINEERING DIVISION

To: Augusta County Board of Supervisors,
From: Morgan Shrewsbury, MS4 Coordinator
Date: May 17, 2016
Re: Illicit Discharge Detection and Elimination Ordinance
Copy: Timothy Fitzgerald, County Administrator
Pat Morgan, County Attorney
Becky Earhart, Senior Planner
Jeff VanFossen, Acting County Engineer

The Illicit Discharge Detection and Elimination (IDDE) program is an ordinance that prohibits non-stormwater discharges into the storm sewer system. The Board has allowed the Illicit Discharge Detection and Elimination Ordinance to go to public hearing. The Staff are awaiting public comment.

Staff will be available at the Staff Briefing to discuss the IDDE ordinance and answer any questions you may have.

**AN ORDINANCE TO
ENACT A NEW ARTICLE II
TO CHAPTER 9 OF THE
AUGUSTA COUNTY CODE**

WHEREAS, The Board of Supervisors of the County of Augusta finds that the uncontrolled discharge of pollutants to its Municipal Separate Storm Sewer System (MS4) has an adverse impact on the water quality of receiving waters; and

WHEREAS, Amendments to the Federal Water Pollution Control Act, commonly known as the Clean Water Act, established the National Pollutant Discharge Elimination System (NPDES) Program, which requires permits for discharges from regulated municipal separate storm sewer systems into the waters of the United States; and

WHEREAS, The United States Environmental Protection Agency (EPA) has promulgated regulations implementing the NPDES program, and the EPA has authorized the Commonwealth of Virginia to issue NPDES permits under the Virginia Pollutant Discharge and Elimination System (VPDES) permit system; and

WHEREAS, The VPDES regulations for storm water discharges require the County of Augusta to control the contribution of pollutants to its regulated MS4 by prohibiting illicit discharges, and to inspect, monitor, and enforce the prohibitions of illicit discharges to its regulated MS4;

NOW THEREFORE, be it resolved that a new Article II Illicit Discharge Detection and Elimination is hereby adopted to read as follows:

CHAPTER 9. ENVIRONMENT

ARTICLE II. Illicit Discharge Detection and Elimination

§ 9-30. Purpose and Authority

1. The purpose of this article is to promote the general health, safety, and welfare of the citizens of the County by protecting property and state waters through the prohibition of illicit discharges of non-storm water within the County's regulated MS4 area into the County's MS4, subject to certain exceptions.

2. This ordinance is adopted pursuant to Article 2.3 of Chapter 3.1 of Title 62.1 of the Code of Virginia.

§ 9-31. Applicability.

This ordinance is applicable to the MS4 designated areas and contributing watersheds consisting of approximately 20,600 acres and highlighted in red on a map entitled "Illicit Discharge Detection and Elimination Ordinance" which is declared part of this ordinance and which shall be kept on file in the Offices of the Department of Community Development.

§ 9-32. Definitions.

Unless the context otherwise requires, the following definitions shall be used in the interpretation and construction of this Article.

Best Management Practices (BMPs). A schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to storm water, receiving waters, or storm water conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

Clean Water Act. The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto. .

Director. The Director of the Community Development Department of Augusta County. The term includes any person or persons designated to perform certain specific administrative functions by the Director of the Community Development Department.

Hazardous Materials. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illicit Discharge. Any direct or indirect non-storm water discharge to the storm sewer system, except as exempted in Section 9-33 C of this ordinance.

Municipal Separate Storm Sewer System (MS4). The County's municipal separate storm sewer system. The terms "municipal separate storm sewer" and "municipal separate storm sewer system" shall have the meanings set forth within 9VAC25-870-10

National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit. A permit issued by EPA (or by a State under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-Storm Water Discharge. Any discharge to the storm sewer system that is not composed entirely of storm water.

Person. Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollutant. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous materials and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Storm Sewer System. Publicly-owned facilities by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Storm Water. Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

Storm Water Pollution Prevention Plan (SWPPP). A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to Storm Water, Storm Water Conveyance Systems, and/or Receiving Waters to the Maximum Extent Practicable.

Virginia Stormwater Management Program (VSMP). A program approved by the State after September 13, 2011, that has been established by a VSMP authority to manage the quality and quantity of runoff resulting from land-disturbing activities and shall include such items as local ordinances, rules, permit requirements, annual standards and specifications, policies and guidelines, technical materials, and requirements for plan review, inspection, enforcement, where authorized in the Act and associated regulations, and evaluation consistent with the requirements of the Storm Water Management Act (§62.1-44.15:24 et seq.) and associated regulations.

Virginia Pollutant Discharge Elimination System (VPDES) permit. A document issued by the State Water Control Board pursuant to the State Water Control Law authorizing, under prescribed conditions, the potential or actual discharge of pollutants from a point source to surface waters.

Wastewater. Any water or other liquid, other than uncontaminated storm water, discharged from a facility.

§ 9-33. Prohibited Discharges.

A. It shall be unlawful and a violation of this article to cause or allow any illicit discharge to enter, or have the potential of entering, the MS4.

B. Illicit discharges include, but are not limited to:

(1) Discharging, or allowing any discharge of sewage, industrial wastes, yard wastes, or other wastes, into the storm sewer system, or any component thereof, or onto driveways, sidewalks, parking lots, the ground, or any other areas draining to the storm sewer system.

(2) Connecting, or allowing any connection of any sanitary sewer to the storm sewer system.

(3) Connecting, or allowing any connection to the storm sewer system, without a valid VSMP, VPDES, or NPDES permit, any structure that conveys any liquid other than storm water or discharges listed in subsection (c), including, but not limited to, pipes, drains, sanitary sewer lines, washing machine drains, or floor drains.

(4) Throwing, placing, or depositing, or causing to be thrown, placed, or deposited in the storm sewer system anything that impedes or interferes with the free flow of storm water therein, or adversely affects water quality.

C. The following non-storm water discharges are allowable under this article:

(1) Discharges or flows covered by a separate individual or general VPDES or VSMP permit for non-storm water discharges;

(2) Individual non-storm water discharges or flows that have been identified in writing by the Virginia Department of Environmental Quality as de minimis discharges that are not significant sources of pollutants to state waters and do not require a VPDES permit;

(3) Non-storm water discharges or flows as listed in the following categories;

- a. Water line flushing;
- b. Landscape irrigation, irrigation water, lawn and garden watering;
- c. Diverted stream flows or rising groundwater;
- d. Uncontaminated ground water infiltration;
- e. Uncontaminated pumped groundwater;
- f. Discharges from potable water sources;
- g. Foundation drains;
- h. Air conditioning condensate;
- i. Springs;
- j. Water from crawl space pumps;
- k. Footing drains;
- l. Individual residential car washing;
- m. Flows from riparian habitats and wetlands;
- n. Dechlorinated swimming pool discharges;
- o. Street wash water; and
- p. Firefighting activities.
- q. Dye testing, following notification to the County's Community Development Department

D. In the event any of the activities listed in subparagraph C (3) of this section are found to be a significant contributor of pollutants to be discharged into the MS4, the Director shall so notify the person performing such activities, and shall order that such activities be ceased or be conducted in such a manner as to avoid the discharge of pollutants into the MS4. The failure to comply with any such order shall constitute a violation of the provisions of this article.

§ 9-34. Inspections and Monitoring.

A. The Director shall have the authority to carry out all inspections and monitoring procedures necessary to determine compliance and/or noncompliance with this article, and to enforce the requirements of this article.

B. The Director shall have the authority, at his/her sole discretion, to require a SWPPP from any person whose property discharges, or has the potential to discharge, to the MS4.

C. The Director and/or his/her duly authorized employees, agents, or representatives of the county, bearing proper credentials and identification, shall be authorized to enter any public property or to request entry into private property at any reasonable time for the purpose of enforcing this article, including, but not limited to taking samples of discharges, inspecting monitoring equipment, inspecting and copying documents relevant to the enforcement of this article, and such other items as may be deemed necessary for the enforcement of this article.

If the owner or person in charge of the property refuses to allow the Director or his/her designees to enter in accordance with this subsection, then the Director may present sworn testimony to a magistrate or court of competent jurisdiction and request the issuance of an

inspection warrant to enter the property for the purpose of making such inspections and investigations. The Director shall make a reasonable effort to obtain consent from the owner or person in charge of the property prior to seeking the issuance of an inspection warrant under this section.

D. The Director shall have the authority to require any person responsible for a discharge to the MS4 to document that such discharge meets and is in compliance with the requirements of this article. This includes, but is not limited to, the ability of the Director to require such person to provide monitoring reports, test results, and such other matters as may be deemed necessary to show that such discharge is in compliance with the requirements of this article. The cost of any required documentation shall be the responsibility of the person responsible for the discharge.

E. The failure of any person to comply with any of the requirements of this section shall constitute a violation of this article.

§ 9-35. Enforcement and Penalties.

A. Any person who violates any of the provisions of this article shall be guilty of a class I misdemeanor and, upon conviction, is subject to punishment by a fine of not more than two thousand five hundred dollars (\$2,500.00) per violation per day and confinement in jail for not more than twelve (12) months, either or both.

B. Each day during which a violation of this article occurs or continues shall be deemed a separate and distinct violation of this article.

C. Any person who commits any of the acts prohibited by this article or violates any of the provisions of this article shall be liable to the county for all costs of testing, containment, cleanup, abatement, removal, disposal, monitoring, and any other related costs or expenses that the County may incur in connection with the enforcement of this article and/or the prohibition and/or correction of a violation of this article.

D. The Director may bring legal action to enjoin a violation of this article and the existence of any other remedy shall be no defense to any such action.

E. In addition to any of the remedies set forth above, the Director may seek to impose, or have imposed by the appropriate authority, any of the remedies provided for by § 62.1-44.15:48, Code of Virginia (1950), as amended, which are incorporated herein by reference.

F. In any court action that may result from enforcement of this article, a judge hearing the case may direct the person responsible for the violation or the property owner to correct the violation and each day that the violation continues shall constitute a separate violation of this article.

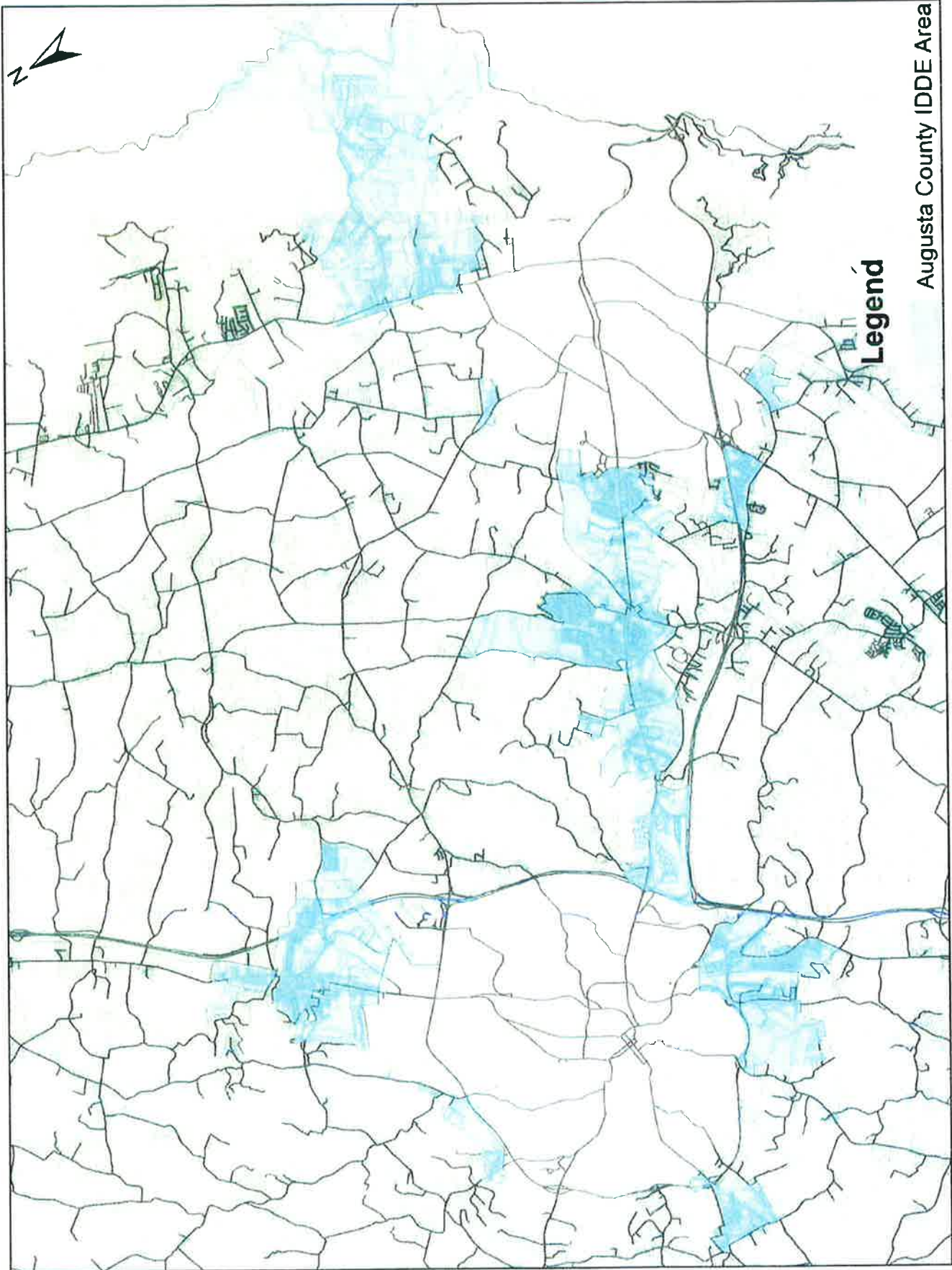
G. Any person who knowingly makes any false statements, representations, or certifications in any record, report, or other document, either filed or requested pursuant to this article, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required or used by the Director under this article in monitoring discharges, shall be guilty of a violation of this article.

H. The remedies set forth in this section shall be cumulative, not exclusive, and it shall be no defense to any action that one (1) or more of the remedies set forth in this section has been sought or granted.

§ 9-36. Civil charges.

With the consent of any person who has violated any provision of this article, the county may provide for the payment of civil charges for violations in specific sums, not to exceed \$1,000. Civil charges shall be in lieu of any appropriate civil penalty. Such civil charges shall be paid into the treasury of the county for the purpose of abating environmental damages in the county.

Illicit Discharge Detection and Elimination Ordinance



Legend

Augusta County IDDE Area



COUNTY OF AUGUSTA
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. BOX 590
COUNTY GOVERNMENT CENTER
VERONA, VA 24482-0590



16-487

MEMORANDUM

To: Augusta County Board of Supervisors,
From: Morgan Shrewsbury, MS4 Coordinator
Date: May 17, 2016
Re: Friends of the Middle River Presentation
Copy: Timothy Fitzgerald, County Administrator
Pat Morgan, County Attorney
Jeff VanFossen, Acting County Engineer

Friends of the Middle River (FOMR) was founded in 2009 as an all-volunteer citizens' watershed group. In 2015, FOMR became a subcommittee of the Friends of the Shenandoah River, a 501(c)(3) non-profit corporation leading to more opportunities for lab testing. FOMR has 35 testing sites along the waterways of Augusta County. See attached data and information. They sample and test for Nitrates, Ortho Phosphorus, and E. Coli in some areas.

FOMR will be at the Staff Briefing to discuss their mission and talk on their testing capabilities and the various methods they use. In addition, they will present data on the streams in Augusta County and ground water in the Chesapeake Bay.

If you have any questions for the Friends of the Middle River that you would like answered prior to Monday's meeting, please let me know so I can get them answered before the meeting.



*To protect and restore the aquatic
environment
of the Shenandoah River.”*

Founded in 1989 as a non-profit, scientific organization dedicated to the preservation and protection of the Shenandoah River and its tributaries.

Address: Friends of the Shenandoah River Laboratory
Attention: Karen Andersen
1460 University Drive / Gregory Hall
Winchester, VA 22601

Phone: 540-665-1286

Fax: 540-665-4644

Email: info@fosr.org

Board of Directors:

Terry Lay, President
George Ohrstrom
Bud Nagelvoort
Richard Marzolf
Charlie Newton
Joe McCue
Urbie Nash
Wayne Webb

Staff: Karen Andersen
Program/Laboratory Director

Molly Smith
Laboratory Assistant



*Promoting the stewardship and
enjoyment of Augusta County's longest
River and its tributaries.*

Founded in 2009 as an all volunteer citizens watershed group.

In 2015, FOMR became a subcommittee of the Friends of the Shenandoah River, a 501(c)(3) non-profit corporation.

Mailing Address: P. O. Box 131, Verona, VA 24482

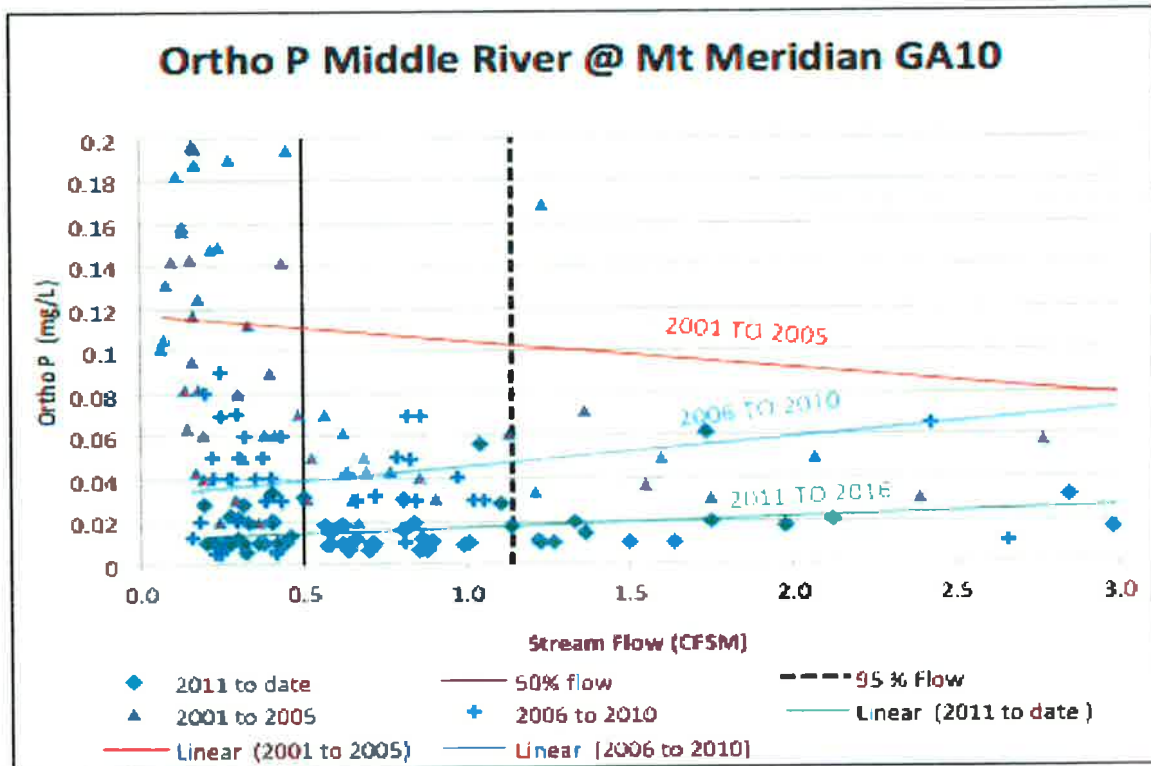
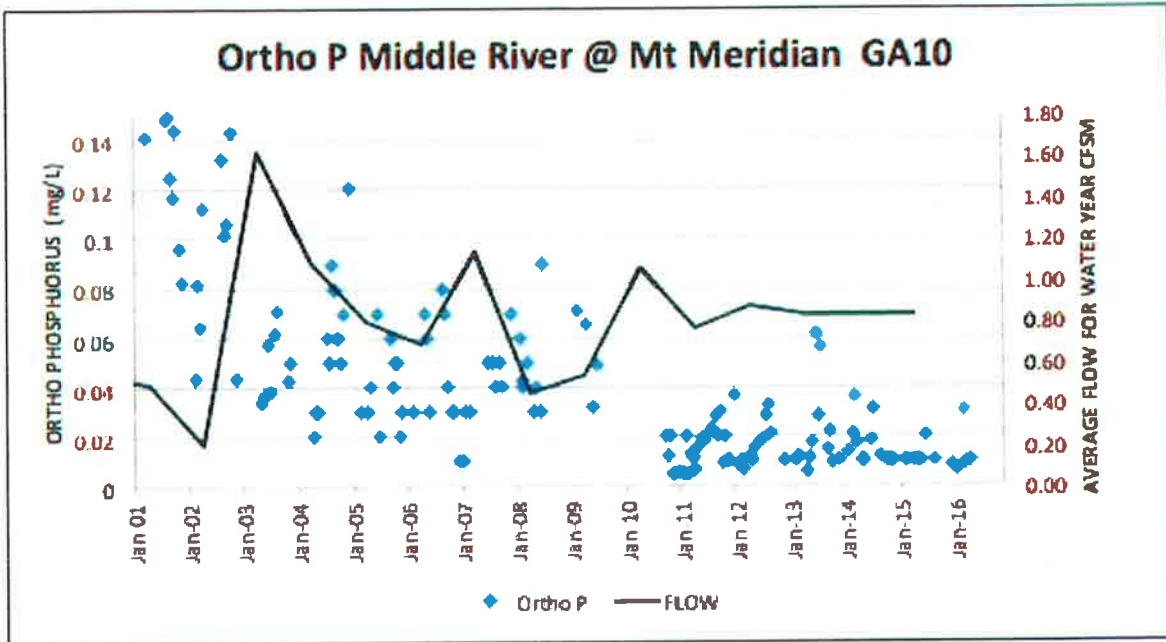
Phone 540-430-8713

Board of Directors:

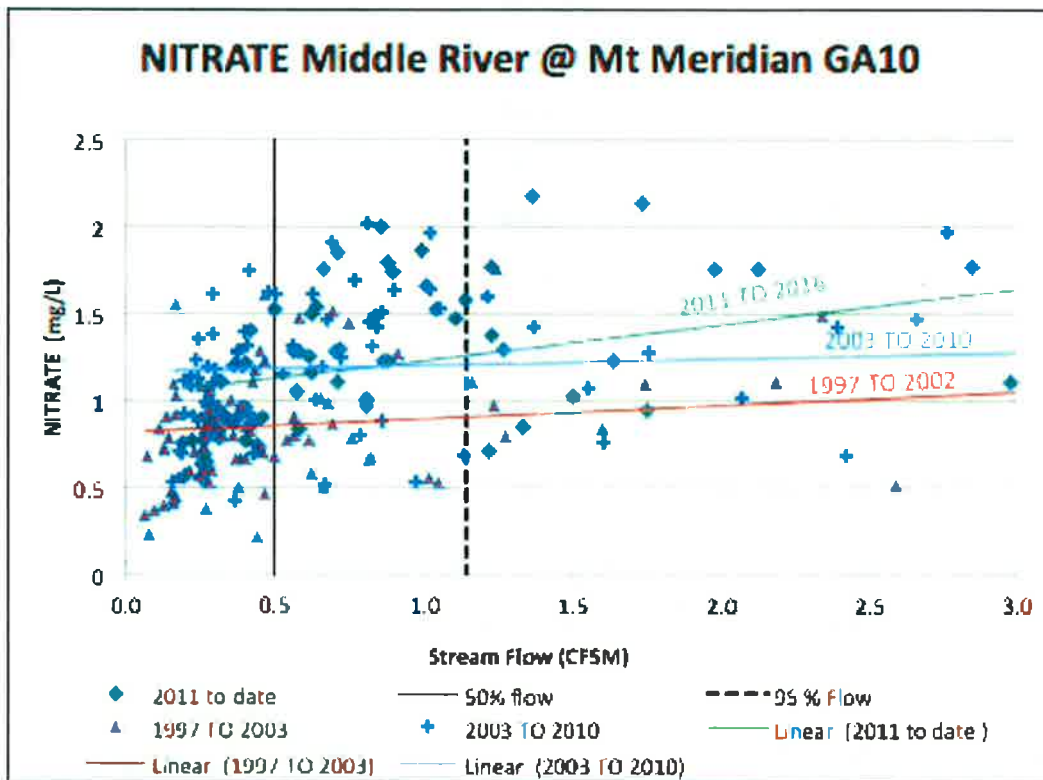
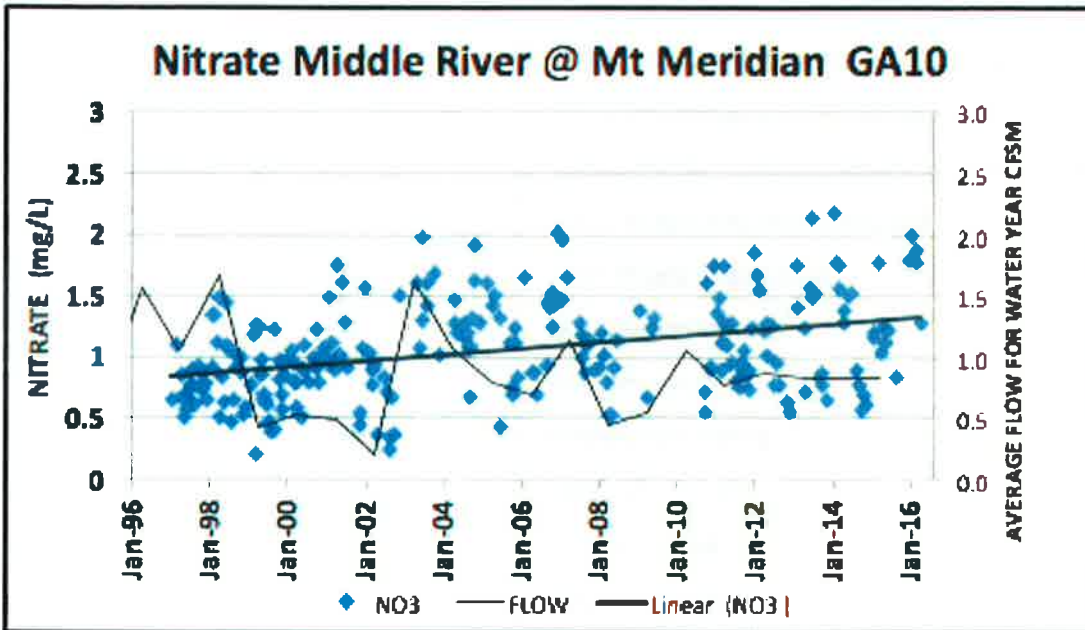
Mark Battin	Tim Jordan
Paul Bugas	Joe McCue, Chairman
Pate Cooper	Joe Moore
Carolyn Ford	Roger Robinson
Bill Cranor	Joe Thompson
David Fuller	Neil Tucker
Mike Harmon	Darrell Schwalm

Web address: www.friendsofthemiddleriver.org

Middle River Graphs

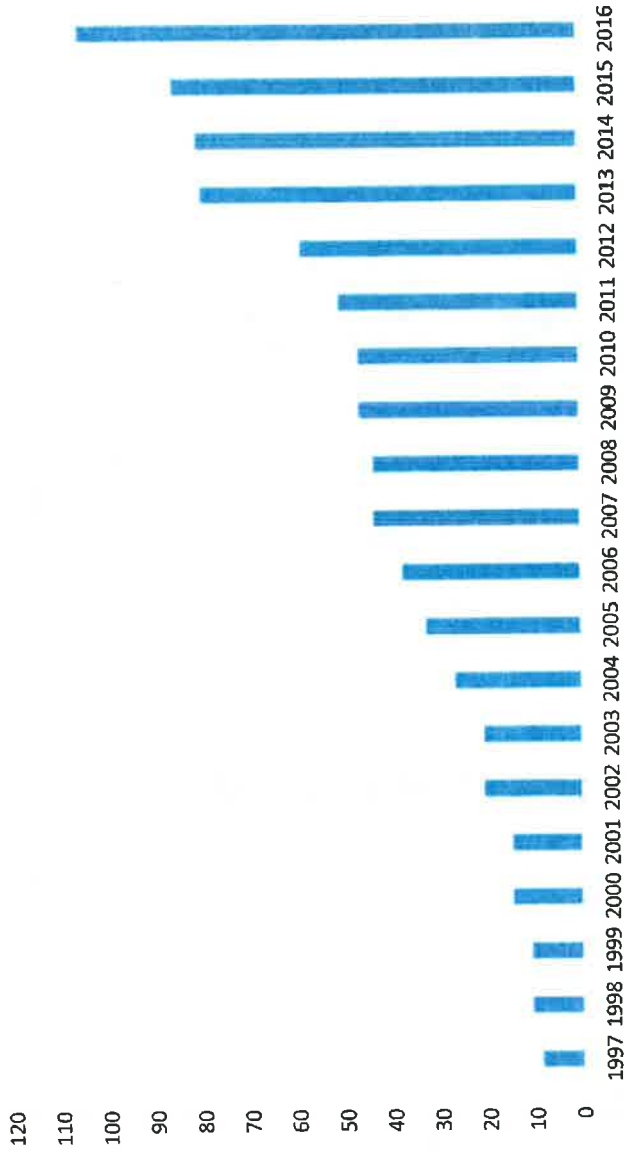


Middle River Graphs

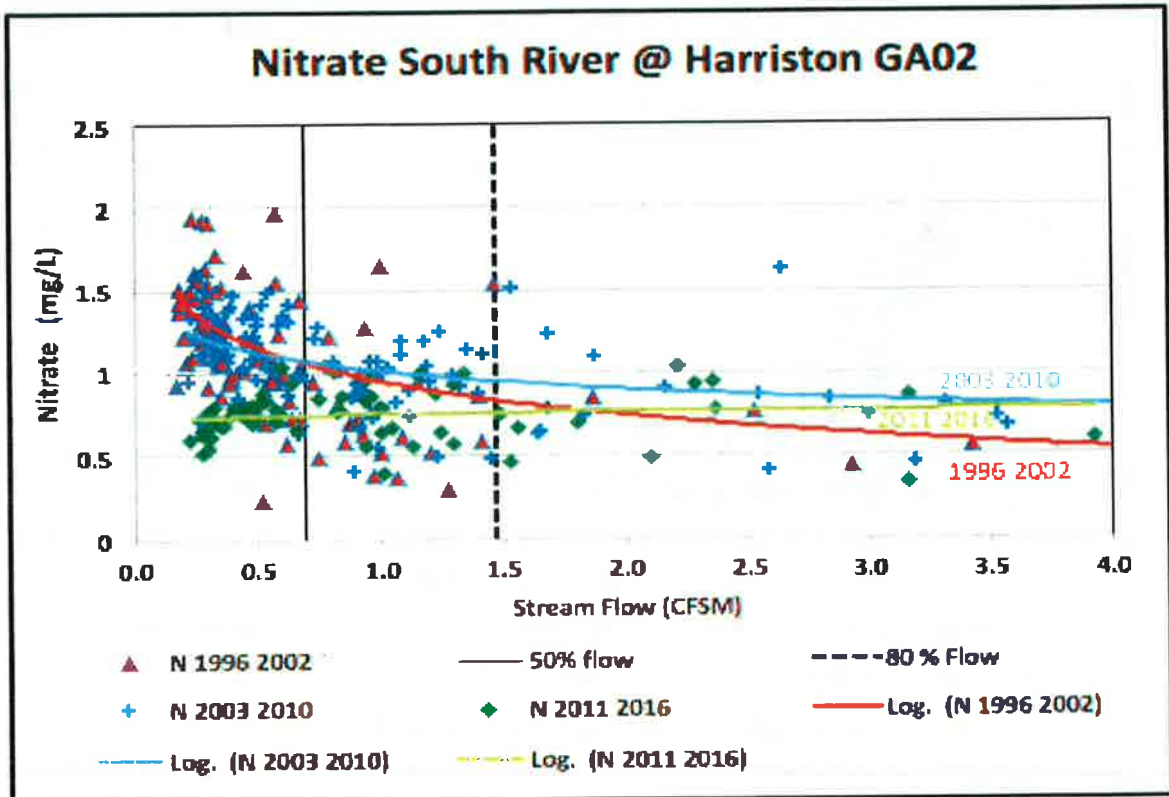
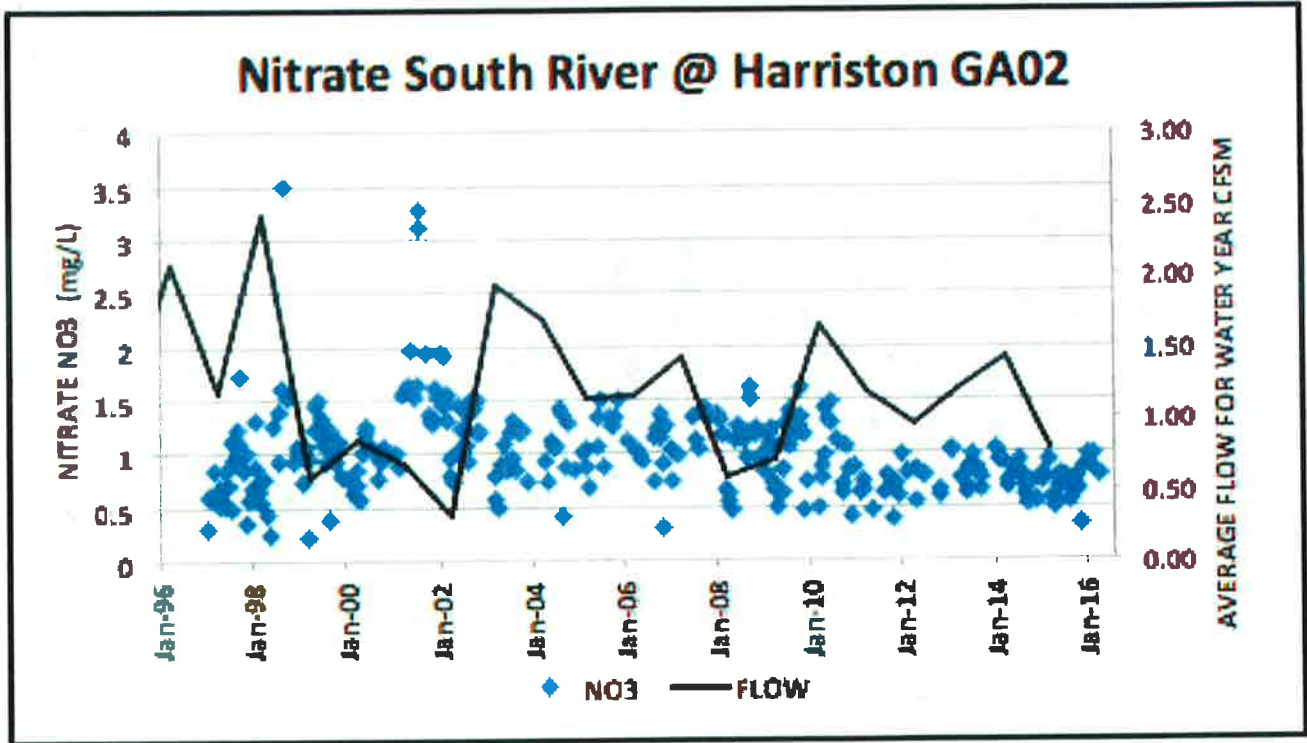


1996	?
1997	9
1998	11
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2004	27
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2007	44
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2010	47
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2012	59
2013	80
2014	81
2015	86
2016	106

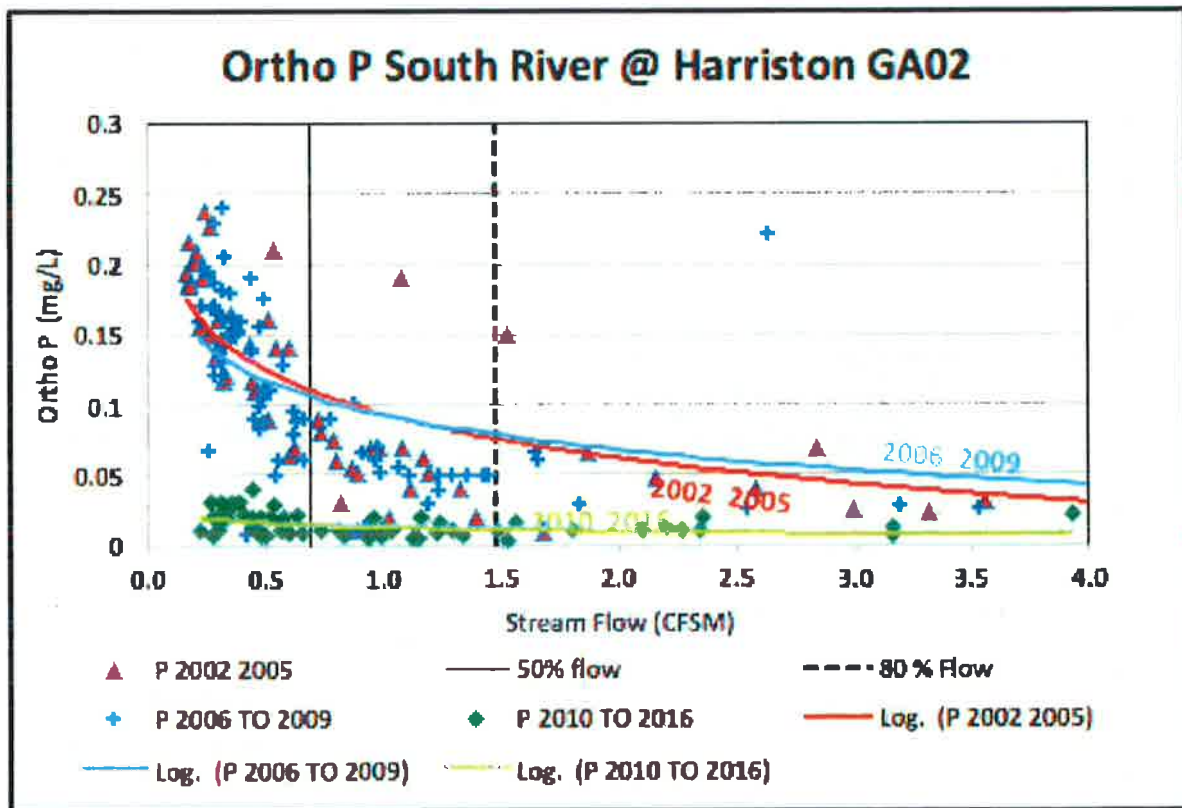
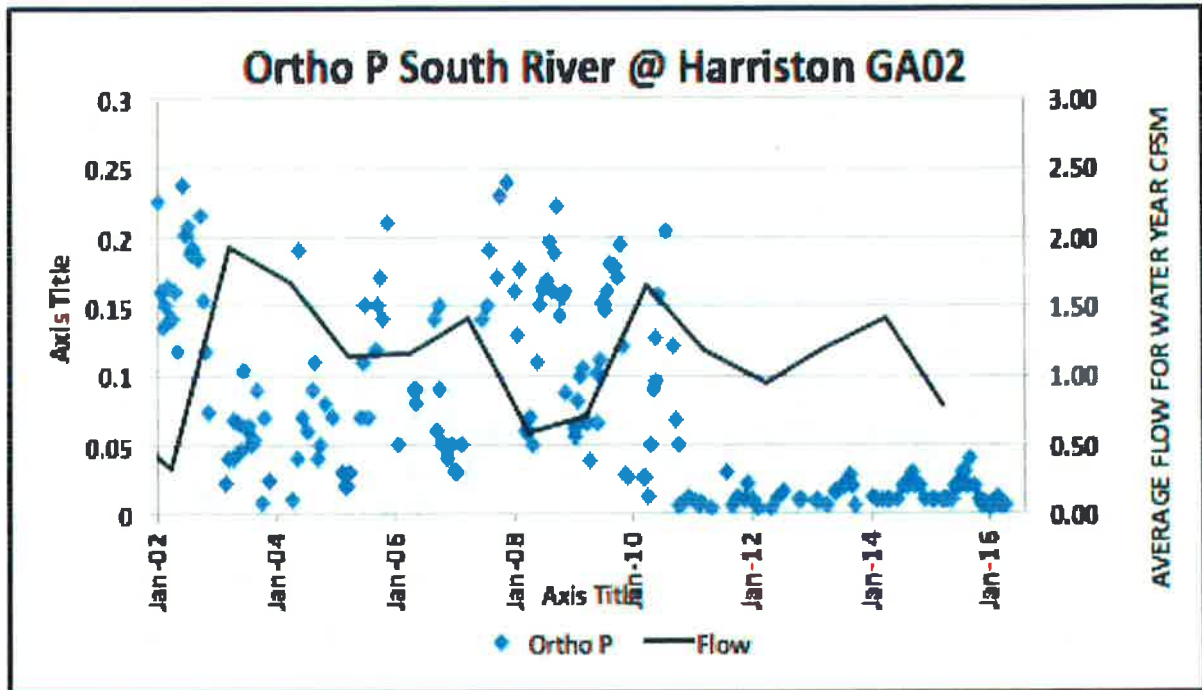
Number of Fire & Rescue Employees



South River Graphs



South River Graphs



Number of E. coli colonies per 100 ml of water (CFU/100 ml) The VA State standard for safe water (recreational) is 235 CFU/100ml

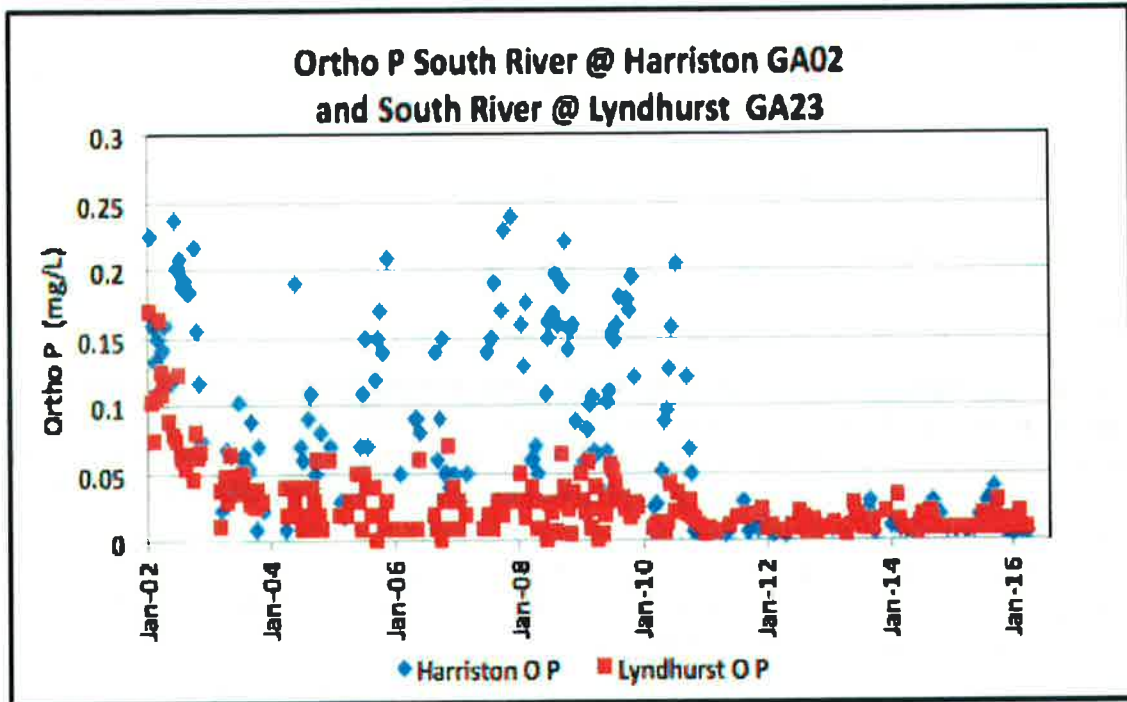
Stream Name	Site ID #	Location	7/13/15	8/18/15	9/16/15	10/21/15	11/17/15	12/16/15	12/30/15	1/20/16	3/16/16	4/13/16	4/20/16
Back Creek	BC1	Bridge on Rt. 252 in center of Middlebrook	3,400 *	800	1,100	1,100	2,500		867 *	200	600		1,000
Back Creek	BC2	Bridge on Mish Barn Road, Rt 876	1,267 *	1,200	934	300	267		334 *	0	167		434
Back Creek	BC3	Bridge on Glebe School Road, Rt 708	434 ***	300 *	467	2,067	3,734	367		134	1,200	434	
Back Creek	BC4	On private property at confluence with Middle River (1)	1,234 ***	700 *	no sample	634	667	500		267	900	1,200	
Bells Creek	BSC1	On private driveway before confluence with Middle River	634 ***	1,100 *	134	934	67	566		334	1,134	2,234	
Eldson Creek	EC1	Bridge on Glebe School Road, Rt 708	534 ***	967 *	434	767	534	1,532		67	567	667	
Eldson Creek	EC2	On private property upstream of bridge on Rt 254	1,800 ***	400 *	2,400	434	167	134		0	100	134	
Middle River	MR1	Bridge on Summerdean Rd, Rt 602	534 *	233	267	0	167		567 *	667	733		334
Middle River	MR2	Bridge on Cales Spring Road, Rt 603 (1)	300 *	1,500	1,334	1,466	133	167		34	267	334	
Middle River	MR3	Bridge on Trimbles Mill Rd, Rt 707	1,400 ***	1,067 *	1,167	800	234	400		134	634	534	
Middle River	MR4	Bridge on Cattleman Rd, Rt 876	2,034 ***	467 *	934	1,100	334	67		34	900	434	
Middle River	MR5	On private property upstream of bridge on Rt. 254	4,334 ***	400 *	367	267	234	600		67	1,167	734	
Middle River	MR6	Bridge on Morris Mill Rd, Route 720	2,167 ***	200 *	167	67	234	234		67	634	400	

(1) Same site used for Friends of the Shenandoah River nutrient monitoring

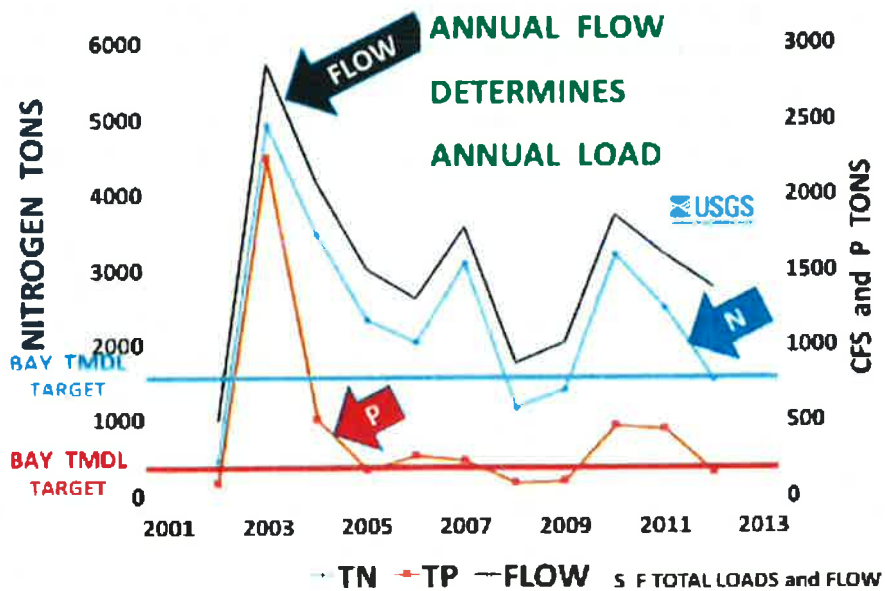
- * Rain in previous 24 hours
- ** Over 1/2" of rain in previous 24 hours
- ***1" or more rain in previous 24 hours

* GA02	38.21833	-78.83667	South River - Hamiston
GA02A	38.25923	-78.83076	South River @ Grand Caverns entrance bridge
GA04	38.08861	-78.87694	South River - Below Waynesboro
GA08	38.02267	-79.09409	South River @ Wilda Rd
* GA10	38.26183	-78.86199	Middle River - Mt. Meridian @ Snowlake Mill Rd
GA11	38.23011	-78.92609	Middle River @ Knightly Mill Rd.
GA12	38.19031	-78.96974	Middle River @ Cline Lane - Route 642
GA13	38.24349	-79.03531	Middle River @ Lebanon Church - Route 742
GA17	38.15236	-79.18113	Middle River near Route 703 bridge, below Back Creek
GA17BC	38.15050	-79.18270	Back Creek near mouth
GA17MR	38.15063	-79.16287	Middle River above Back Creek
GA18	38.07419	-79.25540	Middle River - Summerdean
GA19	38.13389	-79.08861	Lewis Creek, Upper - near old Furr's Stockyard
GA19A	38.13588	-79.08757	Lewis Creek
GA20	38.18288	-78.97550	Lower Lewis Creek on Rt. 612
GA21	38.06556	-78.88361	Jones Hollow @ DuPont rec field, South River Watershed
Inactive GA22	38.02868	-78.93210	Back Creek @ Route 624 bridge, South River Watershed
GA22A	37.98072	-78.95352	Back Cr at Sherando VA at Howardsville Tpk VA Rt 610
GA23	38.04613	-78.94249	South River @ Lyndhurst - Route 664 bridge
Inactive GA24	38.01454	-79.06236	Stony Run @ Route 608, South River Watershed
GA25	38.00972	-79.13528	Poor Creek @ Below Campground dam, South River Watershed
GA26	37.99383	-79.19213	Broadhead Creek @ Route 675 bridge, South River Watershed
GA27	38.19099	-78.93252	Meadow Run @ Route 907 bridge, Middle Riv. Watershed
GA28	38.19217	-78.93493	Christians Creek Lower @ Route 907 bridge, Middle Riv. Watershed
GA29	38.12856	-78.99446	Christians Creek Middle @ Route 794 bridge (Sangers Lane), Middle Riv. Watershed
GA30A	38.06786	-79.02839	Barterbrook Branch @ Route 648 bridge, Middle Riv. Watershed
GA31	38.08500	-79.06333	Folly Mills Creek @ Route 648 bridge, Middle Riv. Watershed
GA32A	38.05618	-79.07121	Christians Creek @ Rte 831
GA33	38.24436	-79.08443	Moffett Creek @ Route 732 bridge, near mouth
GA34	38.22122	-79.13568	Jennings Branch, Middle Riv. Watershed
Inactive GA35	38.14334	-79.15922	Eidson Creek @ Route 703 bridge, Middle Riv. Watershed
GA36	38.30611	-78.89333	North River @ Route 276 bridge, North Riv. Watershed
GA37	38.33435	-79.23898	North River @ Forest Service Road 95 above Elkhorn Lake
GA38	38.21639	-79.13306	Middle River @ Rt 250 Bridge near Churchville

Misc. Graphs



Comparison of Ortho P at Lyndhurst with Ortho P at Harriston after Waynesboro WWTP went online in 2010.



Graph from USGS about annual flow and total load of nutrients.

U.S. GEOLOGICAL SURVEY

Scientific Investigation Report 2004-5118

Ground-Water Vulnerability to Nitrate Contamination at Multiple Thresholds in the Mid-Atlantic Region Using Spatial Probability Models

By Earl A. Greene, Andrew E. LaMotte, and Kerri-Ann Cullinan

This report is available as a pdf.

ABSTRACT

The U.S. Geological Survey, in cooperation with the U.S. Environmental Protection Agency's Regional Vulnerability Assessment Program, has developed a set of statistical tools to support regional-scale, ground-water quality and vulnerability assessments. The Regional Vulnerability Assessment Program's goals are to develop and demonstrate approaches to comprehensive, regional-scale assessments that effectively inform managers and decision-makers as to the magnitude, extent, distribution, and uncertainty of current and anticipated environmental risks. The U.S. Geological Survey is developing and exploring the use of statistical probability models to characterize the relation between ground-water quality and geographic factors in the Mid-Atlantic Region.

Available water-quality data obtained from U.S. Geological Survey National Water-Quality Assessment Program studies conducted in the Mid-Atlantic Region were used in association with geographic data (land cover, geology, soils, and others) to develop logistic-regression equations that use explanatory variables to predict the presence of a selected water-quality parameter exceeding a specified management concentration threshold. The resulting logistic-regression equations were transformed to determine the probability, $P(X)$, of a water-quality parameter exceeding a specified management threshold. Additional statistical procedures modified by the U.S. Geological Survey were used to compare the observed values to model-predicted values at each sample point. In addition, procedures to evaluate the confidence of the model predictions and estimate the uncertainty of the probability value were developed and applied. The resulting logistic-regression models were applied to the Mid-Atlantic Region to predict the spatial probability of nitrate concentrations exceeding specified management thresholds. These thresholds are usually set or established by regulators or managers at National or local levels.

At management thresholds of 1 milligram per liter and 3 milligrams per liter as nitrogen, the probability of nitrate concentrations exceeding these levels is greater than 50 percent (0.50) throughout much of the Mid-Atlantic Region. This includes extensive areas throughout central Maryland, southeastern Pennsylvania, northwestern Pennsylvania, and the Delmarva Peninsula. In addition, extensive areas in North Carolina and Virginia also have high probabilities of nitrate concentrations in ground water exceeding management thresholds of 1 milligram per liter and 3 milligrams per liter. The mapped areas showing a high predicted probability of nitrate concentrations in ground water exceeding 1 milligram per liter and 3 milligrams per liter correspond to areas that are mapped as cultivated land cover and/or overlying carbonate rocks. At a management threshold of 10 milligrams per liter (corresponding to the U.S. Environmental Protection Agency standard for nitrate in drinking water of 10 milligrams per liter), the predicted probability of nitrate concentrations in ground water exceeding this level is low for most

of the Mid-Atlantic Region, except for the Delmarva Peninsula, southeastern Pennsylvania, and areas mapped as carbonate rocks in Virginia, Maryland, and Pennsylvania.

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COUNTY OF AUGUSTA

Electoral Board

18 Government Center Lane * PO Box 590
Verona, VA 24482
Phone: 540-245-5656 * Fax: 540-245-5037



Memorandum

To: Augusta County Board of Supervisors

From: Augusta County Electoral Board

Date: May 9, 2016

Re: Purchase of Optical Scan Voting Equipment

After examining optical scan voting systems offered by all four of the vendors certified by the Virginia Department of Elections (ELECT), and after speaking with representatives of other Virginia localities who have purchased optical scan systems, the Augusta County Electoral Board has selected Election Services Online, the regional vendor for Unisyn Voting Solutions, to supply new voting equipment for the county. The total initial investment for this system is approximately \$300,000, payable without finance charges over two consecutive budget cycles, if necessary. Recurring costs (e.g. for paper ballots) are discussed below.

Background

Augusta County last purchased new voting equipment in 2005, Unilect's Direct Recording Electronic (DRE) system, which employs touch-screen electronic ballots that have no paper back-up. From the start, the DRE system was subject to criticism concerning the potential for manipulation and the lack of any meaningful recount capability. In 2007, Virginia's General Assembly prohibited the purchase by localities of any new DRE systems, limiting users only to replacement or repair of systems already in use. In recent years, the General Assembly has considered legislation mandating that localities switch to optical scan systems and has now required that all localities do so by 2020. More than 60% of Virginia's 133 localities have already made the switch voluntarily. Because of concerns over fraud, ELECT has also decertified some DRE systems, forcing localities to purchase new optical scan equipment on an accelerated timeframe.

Augusta County's DRE equipment is nearing the end of its useful life. In recent elections, we have experienced numerous failures—blank screens, printer and battery malfunction, erratic control unit readouts—that fortunately did not affect the outcomes or integrity of our elections. Service from Unilect, based in California and no longer selling into Virginia, has become spotty and unreliable. In at least one locality, Unilect DRE equipment failed, resulting in emergency replacement with an optical scan system. We are concerned that these relatively minor failures with our equipment indicate that we could be facing a catastrophic disruption in a future election, something that we must avoid in order to maintain public confidence in our elections. It is the Electoral Board's judgment, therefore, that the time has come to replace our aging DRE voting

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system with a state-of-the-art optical scan system. Doing so will not only meet the General Assembly's requirement but also ensure undisrupted elections in the coming years.

Conduct of Equipment Review

The General Registrar invited all four vendors certified by Elect to visit Augusta County in February and March of this year to demonstrate their systems. All members of the Electoral Board attended these demonstrations along with six highly experienced Chief Officers of Election, the Registrar, the Chief Assistant Registrar, and our Equipment Technician. These demonstrations lasted about two hours each, with additional time for questions and answers as well as hands-on experience with the machines. In addition, members of the Electoral Board saw equipment demonstrations at ELECT training in Richmond in 2015 and at the annual meeting of the Virginia Electoral Board Association in April. Following this review, the Electoral Board narrowed its choice to two systems, based largely on the ease of use of the equipment and the availability of vendor support.

Subsequently, members of the Electoral Board spoke with Registrars or Electoral Board members from numerous localities that utilize the systems under consideration, including Arlington County, Fairfax, Highland County, Nelson County, Roanoke County, Rockingham County, Warren County, and others.

Taking into consideration our own review of the available equipment and the recommendations of other localities, we selected the Unisyn system sold by Election Services Online.

Election Services Online

ESO, the regional vendor for the Unisyn optical scan voting system, is a family-run company based in Hellertown, Pennsylvania with a long history in the election industry. It sells and services voting equipment throughout Pennsylvania and Virginia (including several localities in the Shenandoah Valley), although the Unisyn system is in use nationwide.

The Electoral Board was impressed with ESO's commitment to training and service, in addition to the excellent optical system they offer. In addition, ESO prints ballots in-house and hand delivers them to its customers, avoiding the delivery risk inherent with UPS or FedEx.

Unisyn Voting Solutions

Unisyn is the manufacturer of the optical scan voting system the Electoral Board has selected. The system comprises the OpenElect Voting Optical Scan (OVO) vote tabulator with ballot bin and the OpenElect Voting Interface Vote Center (OVI). The OVI, which is mandated under the

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Help America Vote Act (HAVA) for disabled voter accessibility, includes both a touch screen and an audio-ballot function and will print a ballot with the voter's choices marked. The OVO—the actual scanning device and vote tabulator—will accept both the standard printed ballots (as discussed below) and the ballots printed by the OVI.

This system depends on paper ballots, which must be retained for a prescribed period of time. This is one significant difference between DRE systems and optical scan systems. With the DRE, recounts are not meaningful. With an optical scan system, the ballots can actually be re-scanned. Except for the ballots printed by the OVI, ballots will be printed to our specifications on ballot stock. They will be shipped to us securely in shrink-wrapped packages and kept under the control of the Registrar, the Electoral Board, and sworn Officers of Election. Upon being duly checked into a polling place at the poll book table, a voter will receive one paper ballot. The voter will proceed to a privacy booth for marking the ballot (or to the OVI, if needed) and then will carry the ballot to the OVO. Scanning the ballot takes under four seconds.

Equipment Needed; Initial Investment

Augusta County currently has 26 voting precincts (including our Central Absentee Precinct). Under Virginia Law, we must have one optical scanner for every 4,000 registered voters in a precinct plus one HAVA-compliant voting system. Two of our precincts are nearing the 4,000 voter limit that will require a second scanner. Consequently, we will purchase 28 OVO scanners (with ballot bins) plus 3 spare OVO scanners (without ballot bins) and 27 OVI HAVA-compliant systems (one for each precinct plus one spare, with the CAP device serving as an additional spare). The purchase price for the machines includes first-year firmware, formatted USB drives, and one-year warranty. The initial investment will also include one back-up battery (UPS) for each OVO scanner and other ancillary equipment such as voting booths or privacy screens, ballot bags, and pens. Training for staff and officers of election is included in the purchase price. Total cost is approximately \$300,000.

Recurring Costs

As with any voting equipment, including our existing DRE voting system, there are recurring costs involved. These include programming fees per election as well as annual firmware fees and extended warranties.

Unlike a DRE voting system, the OVO requires the printing of paper ballots. ESO's price for ballots is \$0.25 per ballot. ELECT and the State Board of Elections will provide guidance on determining how many ballots should be printed for a given election, but ultimately that decision will be up to the Electoral Board. Fewer ballots will be needed in an election where low turnout is expected, but in a presidential election we may need in excess of 100% of the registered voters in the county in order to account for spoilage. Currently there are over 46,000 registered voters in Augusta County. Printing one ballot for each of those voters will cost \$11,500.

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Recurring costs will be reflected in the budget of the General Registrar.

Equipment Storage; Delivery to Polling Places

We believe that the OVO and OVI equipment can be stored in the same manner that we currently store the DRE system, although some modification to our shelving may be required. Ballot bins can be stored where we currently store signs and other non-sensitive equipment. Because these bins are large, we will need to arrange with a contractor for delivery to polling places prior to elections, along with our signage and ADA ramps and other accommodations mandated by the Department of Justice.

Timing; Payment

Barring a special election, the November 2016 general election will be the last for Augusta County's DRE voting system. We will take delivery of the Unisyn equipment in February 2017 in order to train staff, Officers of Election, and the public in the use of the new system prior to an anticipated June 2017 primary election.

ESO has confirmed that they are willing to accept payment of the initial investment over two consecutive budget cycles, half in the first year and half in the second. This amounts, essentially, to an interest-free loan to the county of \$150,000.

Knowing that this purchase was on the horizon, the County has been prudently setting aside funds in the Electoral Board's CIP account for many years. If it were not for the extraordinary expenditure needed to address structural accessibility problems to the Government Center, the CIP account would be sufficient to make this purchase without ESO's generous extended payment plan.

Conclusion

It is the judgment of the Electoral Board that Augusta County needs new voting equipment. We have diligently reviewed the available systems from all state-certified vendors and have selected the Unisyn Voting Solutions system sold in Virginia by Election Services Online. We intend to take delivery of this equipment in early 2017 for deployment in all 2017 elections. The initial investment for this equipment is approximately \$300,000, which can be paid over two years.

Attachments:

- Brochures describing OVO, OVI, and ESO Services
- ESO Proposal
- Sample ESO Ballot and Sample Results Tape
- ESO Contract and Warranty Terms

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Augusta County Proposal

***Purchasing OVO & OVI Digital Optical Scanner
April 2016***



Financial Breakdown

26 – **OVO Scanners** including ballot boxes, carrying cases, first year firmware, formatted USB, and 1 year warranty

\$148,460.00

3- **OVO Scanners(spares)** includes carrying cases, first year firmware, formatted, USB, and 1 year warranty.

\$16,230.00

27- **OVI-VC(15inch)** – includes carrying case, first year firmware, USB, and 1 year warranty

\$107,730.00

Shipping and handling

\$6,450.00

Acceptance testing and Training(staff members)

\$3,600.00

Total Investment = \$282,070.00



Additional Financial Information – Cost per Election & Annual fees

OVO & OVI Programming Fee – \$1,200.00(min)

Ballot Printing(no color) - .25 cents per ballot

OVO Firmware(yearly) - \$75.00 per scanner

OVO Extended Warranty(yearly)-\$200.00 per scanner

OVI Firmware(yearly) – 45.00 per scanner

OVI Extended Warranty(yearly) -\$150.00 per scanner

Election Officer Training (1 full day) – Included in investment



Augusta County Proposal
Purchasing OVO & OVI Digital Optical Scanner

SCHEDULES 1 & 2



Financial Breakdown

28 – **OVO Scanners** including ballot boxes, carrying cases, first year firmware, formatted USB, and 1 year warranty

\$159,880.00

3- **OVO Scanners(spares)** includes carrying cases, first year firmware, formatted, USB, and 1 year warranty.

\$16,230.00

27- **OVI-VC(15inch)** – includes carrying case, first year firmware, USB, and 1 year warranty

\$107,730.00

Shipping and handling

\$6,450.00

Acceptance testing and Training(staff members)

\$3,600.00

Total Investment = \$293,890.00



Additional Financial Information – Cost per Election & Annual fees

- OVO & OVI Programming Fee – \$1,200.00(min)
- Ballot Printing(no color) - .25 cents per ballot
- OVO Firmware(yearly) - \$75.00 per scanner
- OVO Extended Warranty(yearly)-\$200.00 per scanner
- OVI Firmware(yearly) – 45.00 per scanner
- OVI Extended Warranty(yearly) - \$150.00 per scanner
- Election Officer Training (1 full day) – included in investment

Investment amount can be split between two consecutive budget cycles

1ST Payment due upon delivery and successful completion of acceptance testing in the amount of \$146,945.00.

Final payment due the first week of next budget cycle in the amount of \$146,945.00.

ELECTION SERVICES ONLINE, LLC.

Exhibit B - Hardware Warranty Agreement

In consideration of the promises set forth herein, and pursuant to the terms and conditions set forth herein, Election Services Online, LLC (“ESO”) hereby agrees to provide a warranty (“Warranty”) to Augusta County, Virginia, (“Customer”) for the ESO Hardware identified.

<u>ESO OpenElect Hardware Type</u>	<u>Number of Units</u>	<u>Initial Warranty Fee (per unit)</u>	<u>Extended Warranty Fee (per unit)</u>
OpenElect OVO	31	Included	\$200.00
OpenElect OVI-VC	27	Included	\$150.00

1. Warranty

ESO warrants that each item of Unisyn Hardware identified above, when used with the hardware and software configuration purchased from or approved by ESO (“System”), will during any term of the Warranty period be free of defects in manufacturing or design that would prevent the System from operating substantially in the manner described in the ESO user documentation (“User Documentation”) provided with the System.

2. Term of Warranty Agreement

The term of the Warranty shall be one year, beginning on the anniversary (“Anniversary”) of the latter of (a) the Delivery of the Unisyn Hardware or (b) Acceptance. Thereafter, Customer may renew the Warranty by purchasing a ESO Extended Warranty Agreement, annually, for successive one year terms, by paying the annual extended warranty fee (“Warranty Fee”).

3. Warranty Work

- 3.1. If, during any term of this Warranty, any item of Unisyn Hardware identified above fails to satisfy the Warranty articulated in Paragraph 1 ESO shall, at ESO's option, either provide full and complete repair or provide a replacement of the Unisyn Hardware identified above. The following conditions apply:
 - 3.1.1. Customer shall bear the shipping costs to return the malfunctioning item of Unisyn Hardware to ESO and ESO shall bear the shipping costs to return the repaired or replaced item to Customer;
 - 3.1.2. Customer may request on-site support. If ESO agrees to provide on-site support, support will be provided on a time and material basis, plus portal to portal expenses; and
 - 3.1.3. In special or unusual circumstances, Customer may request to borrow a hardware unit that can serve as a temporary replacement for the malfunctioning item of Unisyn Hardware ("Loaner"). ESO may, at its discretion, provide a Loaner for the Customer to use for election activity until the covered item is repaired or replaced. ESO and Customer determine the fee for the use of Loaner hardware, if any, before ESO provides the Loaner to the Customer.
- 3.2. The following services are not Warranty Work, and ESO shall invoice Customer at ESO's then current time and material rates for:
 - 3.2.1. The replacement of consumable items such as batteries, paper rolls, print heads, etc.;
 - 3.2.2. The repair or replacement of hardware damaged by neglect, accident, abuse, improper usage, or as a result of service modification by anyone other than ESO or its authorized agent or service representative; or
 - 3.2.3. Other similar work which Customer requests, and which ESO agrees to perform.

4. No Other Warranties

THE WARRANTIES CONTAINED IN PARAGRAPHS 1 AND 8 ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

5. Limitation of Liability

- 5.1. Unisyn Hardware may not perform properly for a variety of reasons that are beyond the control of ESO, including but not limited to the Unisyn Hardware being negligently or improperly used, being modified, being used with inappropriate software, or being supplied with improperly formatted data. Operation of the Unisyn Hardware is the sole responsibility of the Customer and ESO shall not be responsible for the consequences of any changes to, or improper use of, the Unisyn Hardware made by or on behalf of Customer.
- 5.2. ESO will not be liable for any claims, actions, suits, proceedings, costs, expenses, damages, or liabilities arising out of ESO's performance under this Warranty unless caused by the negligent act or omission of ESO, its subcontractors, agents, servants, or employees. Neither ESO nor any manufacturer or software provider for this system shall in any event be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income, lost revenue, lost savings, increased expense of operation or lost profit, whether such damages were foreseeable or not at the time that this extended warranty agreement was entered into, and whether or not such damages arise out of a breach of warranty, a breach of contract, negligence, strict liability or any other theory of liability.
- 5.3. ESO's provision of Services to the Customer shall not be interpreted, construed, or regarded, either expressly or impliedly, as being for the benefit of or creating any obligation toward any third party or legal entity outside of ESO and the Customer; ESO's obligations under the Warranty extend solely to the Customer.

6. Indemnification

To the extent permitted by law, each Party shall indemnify and hold harmless the other Party from third party claims arising from, or alleged to arise from, the gross negligence or deliberate misconduct of a Party in the course of performing under the Warranty. This indemnity extends solely to claims and lawsuits for personal injury, death, or destruction of tangible personal property. In addition, to the extent permitted by law, Customer shall indemnify and hold harmless ESO from any third party claims arising from, or alleged to arise from, Customer's failure to operate properly the Unisyn Hardware that is covered by the Warranty.

7. Confidential Information

7.1. ESO Confidential Information

In addition to anything that may be Confidential Information pursuant to an associated Agreement, Unisyn Hardware design, and any written documentation associated therewith, are confidential and trade secret information ("Confidential Information") and are the exclusive property of ESO.

8. Circumstances Beyond the Control of ESO or Customer

Should any circumstances beyond the control of ESO or Customer occur that delay or render impossible the performance of any obligation due under this Warranty, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war; acts of terrorism; acts of God; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both ESO and Customer. ESO shall not be liable under the Warranty for any loss or damage to the Customer due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances.

9. Survival

The provisions of Paragraphs and Subparagraphs 3.2, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, and 15 shall survive the expiration or termination of this Extended Warranty Agreement.

10. Assignment and Right to Subcontract

Neither Party may assign its rights, obligations, nor interests in the Warranty without the written consent of the other Party, provided however that ESO may subcontract all or any portion of the work without the prior consent of the Customer.

11. Legality and Severability

The Warranty and the Parties' actions under the Warranty shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of the Warranty is held to be illegal or unenforceable, the remainder of the Warranty shall not be affected thereby and each term or provision of the Warranty shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any arbitrator or court reviewing the Warranty shall reform any illegal or unenforceable provision to carry out the express intent of the Parties as set forth herein to the fullest extent permitted by law.

12. Choice of Law

Interpretation of this Warranty Agreement shall be governed by the laws of the Commonwealth of Virginia, and the courts of the Commonwealth of Virginia will have jurisdiction, but not exclusive jurisdiction to hear and determine all questions relating to this Warranty Agreement.

13. Waiver

Any failure of a Party to assert any right under the Warranty shall not constitute a waiver or a termination of that right, the Warranty, or any provisions of the Warranty.

14. Notices

All notices required under the Warranty, shall be sent by registered mail, certified mail, or other delivery refers to for which receipt can be verified. Notice shall be deemed to have been given on the date actually received or, if delivery was refused, on the date delivery was refused by an individual at the address provided for the receiving Party as set forth below. Either Party may change the address to which notices shall be delivered by providing ten (10) days' advance written notice to the other Party at the address listed in this Section 18 of the master agreement, or other the then current address to which notices are to be delivered.

15. Entire Agreement/Modifications

The Warranty, together with any Agreement of which this Warranty initially forms a part, states the entire agreement between Customer and ESO concerning the subject matter hereof and supersedes all prior proposals or agreements whether oral or written. No alteration, waiver or modification of any provision of the Warranty shall be effective unless it is in writing, expressly indicates that it modifies the Warranty and is signed by the duly authorized representatives of both Customer and ESO.

IN WITNESS WHEREOF, Customer and ESO have caused this Agreement to be executed by their duly authorized officers as of the date set forth below.

Augusta County, Virginia

Election Services Online, LLC.

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

World-Class Service

Commitment to
Excellence

Professional Support

Java and Hardened
Linux Platform



Unisyn Voting Solutions®... Integrity and Passion in Everything We Do!

Unisyn understands that the successful implementation of any new voting system relies on the team that operates it. That is why we work closely with election management, poll workers, technicians and warehouse personnel to help your election run smoothly and efficiently. This includes:

- Partnership that provides security, transparency, flexibility and scalability
- Leading-edge technology that makes reporting easy to manage and secure
- Customized design and delivery of support services and resources
- Highly qualified personalized and interactive staff training
- Nationwide service – we are available to come to you

Public and Private Election Services

- Tabulation System Reports
- Ongoing Maintenance
- Service Bureau Ballot Layout
- Early Voting and Absentee Ballots

Headquarters Election Staff

- Layout and design of ballots
- Candidate entry
- Tabulation
- Identification and resolution of potential problems

Poll Workers

Unisyn offers a "Train the Trainers" program by providing hands-on, classroom and video instruction so that trainers can easily and effectively instruct the numerous polling place workers in all functions of the Unisyn system used in their precinct.

Technicians and Warehouse Staff

We provide training for:

- Technical service (Unisyn-qualified voting machine repair technician)
- Functionality and maintenance of machines
- All hardware components including repair and replacement of parts
- Warehouse operations, and in the proper preparation, delivery and return of voting units
- "How to troubleshoot problems on Election Day"

Questions?

Please visit: www.unisynvoting.com

Call: 1-760-734-3233

Email: marketing@unisynvoting.com

"Unisyn provides a comprehensive and customized program that helps jurisdictions of all sizes obtain fast and accurate results. The entire company is focused on making sure that every vote will actually be counted."

Scalability • Transparency
Flexibility



- Pre Election Support
- Results Reporting
- Media Support
- Voter Education
- Administration Management
- Technical Support
- Maintenance
- Printing
- Supplies

OpenElect Voting Optical Scan
(OVO)

OpenElect Voting Interface (OVI)

OpenElect Voting Central Scan
(OVCS)

OpenElect Central Suite (OCS)

Media/Public Information Services

- A media specialist to help with public education, establishing an image of transparency with local media and providing pertinent information to enhance a positive image of the Election Office
 - Hosted news conference to introduce and demonstrate the ease of use of the new voting machines
 - Literature distribution regarding the new system, including sample ballots
 - Press release to announce the contract signing
 - "Open House" with voting units at the Election Office for people to practice how to operate the machine and how to cast their ballot
 - Staff training on how to demonstrate the voting system to others, such as the public and media

Maintenance Services

- Unisyn Voting Solutions provides a full complement of services for your election requirements, these include:
 - Service and maintenance of all voting unit components
 - Warehouse services, including storage, and set up

Printing Services

Unisyn provides jurisdiction printing services which include:

- Early Voting, Absentee and Election Day Ballots
- Poll worker manuals
- Precinct kits
- Test decks

We also provide assistance for Ballot Management programs. This includes the coordination between the election staff and the Printer that is designated to print all required ballots in all ballot formats.

Election Supplies

Unisyn offers all election supplies required to conduct a successful election. Whether you require ballots of any type, voting booths, ballot boxes, vote-here signs, sample ballots, precinct kits, security seals and miscellaneous expendable supplies, we can accommodate any need.

Unisyn is a Different Kind of Company!

We understand that there are many dynamics involved in running a successful election. For instance, ballots that violate basic design principles can cause votes to be lost. That is why we partner with you to collaboratively design and deliver printed materials, along with staff training and support materials that are tailored to achieve success. Using our expertise and leading-edge technology, we help clients to instill voter confidence, while delivering optimal service and enhancing security. Contact our Election Specialists today to learn more!

Unisyn Voting Solutions®: 2310 Cousteau Court, Vista, California 92081-8346 USA

T) 1-760-734-3233 F) 1-760-598-0219 E) marketing@unisynvoting.com

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Unisyn
Voting
Solutions

OpenElect® Voting Optical Scan (OVO)

World-Class Service

Commitment to
Excellence

Professional Support

Leading Innovation in the Election Industry

Unisyn OpenElect® Voting Optical Scan (OVO) is a comprehensive and secure paper-based digital optical scan voting system that both validates and tabulates ballots at each precinct.

Supports Ranked Choice Voting (RCV)

- Familiar runoff process done in a single election
- Works equally well when there are multiple seats to fill
- Combines two elections into one, so voters only have to make one trip to the poll

Integrity, Confidence and Flexibility

- 2005 Certification of the Voluntary Voting System Guidelines (VVSG) from the United States Election Assistance Commission (EAC)
- Hardened Linux and Java platform provides multiple layers of security and flexibility



High levels of Physical and Software Security

Physical measures, coupled with comprehensive procedures, ensure proper and effective security and integrity during equipment preparation, testing, repair and use.

Transparent System that Supports Accountability

- Reviewed by an EAC-accredited Voting System Testing Laboratory (VSTL)
- Lab reports are made public as part of our transparent process
- Software code is disclosed as part of a procurement process with a jurisdiction

OVO Features and Benefits

- Self contained ballot counter includes a full color touch screen display, ballot scanner, and precinct report printer
- Provides the voter easy to follow onscreen instructions for all valid operations
- Scans ballots quickly
- Records and deposits ballots into a locked ballot box
- Prints reports and receipts
- Modular design and compact size provides easy transport and set-up



2005 VVSG Certified

Java and Hardened
Linux Platform

Questions?

Please visit: www.unisynvoting.com

Call: 1-760-734-3233

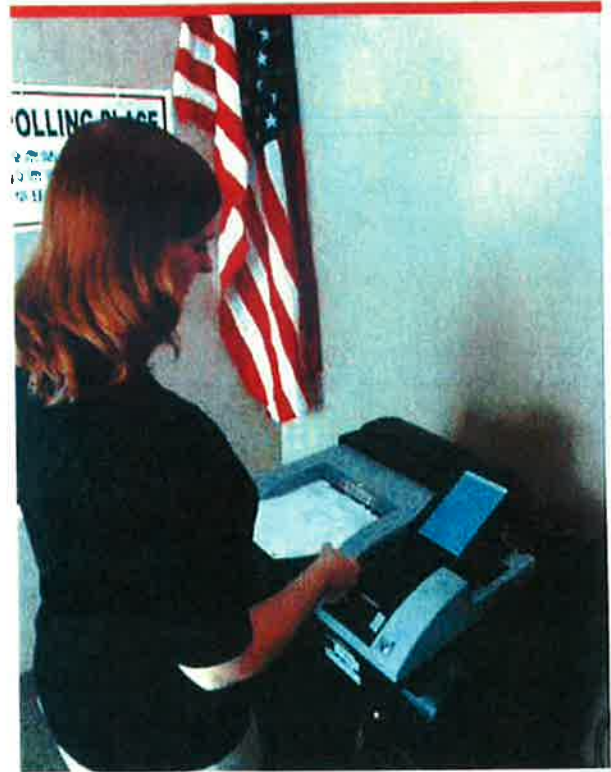
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Scalability • Transparency
Flexibility

- Pre Election Support
- Results Reporting
- Media Support
- Voter Education
- Administration Management
- Technical Support
- Maintenance
- Printing
- Supplies

Flexibility in Program Design and Support Services

Resources, best practices and leading-edge technology provides our clients with the skills and tools needed to revolutionize local elections.



"Four letters describe Unisyn Voting Solutions - SAFE: Secure, Accurate, Flexible and Easy ... No wonder that they're causing such a stir in the election community! The Unisyn OVO will change the way elections are managed in both the public and private sectors."

OpenElect Voting Optical Scan (OVO)
OpenElect Voting Interface (OVI)
OpenElect Voting Central Scan (OVCS)
OpenElect Central Suite (OCS)

Unisyn Voting Solutions[®] is a different kind of company! Embracing the standards set forth by the voting community, we are the *first* Company to offer a digital optical scanning system certified to the 2005 Voluntary Voting System Guidelines set forth by the U.S. Election Assistance Commission (EAC).

Our products provide a wide array of choices in selecting a voting system. Contact our Election Specialists today to learn more!

Unisyn Voting Solutions[®]: 2310 Cousteau Court, Vista CA 92081
T) 1-760-734-3233 F) 1-760-598-0219 E) marketing@unisynvoting.com
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Innovative and Versatile

2005 VVSG Certified

ADA

Early Voting

Ranked Choice Voting

Java and Hardened Linux
Platform

OpenElect[®] Voting Interface[™] Vote Center (OVI-VC[™])

OpenElect[®] Voting Interface[™] Vote Center (OVI-VC[™]) provides touch screen voting to accommodate voters in an early vote center and multiple precinct vote locations. Fully HAVA compliant, each OVI-VC prints on demand a ballot which may be reviewed by the voter prior to being scanned. Secure tabulation is then completed using the OpenElect[®] Voting Optical Scan (OVO[®]) or the OpenElect[®] Voting Central Scan (OVCS[®]).



Americans with Disabilities Act (ADA) Features

- HAVA compliant keypad, sip-n-puff, zoom-in ballot and multi-lingual audio functionality
 - Allows voters to prepare ballots independently and privately
 - Allows voters to correct mistakes (second chance voting)

Early Voting/Vote Centers

- Contains all ballot styles to accommodate non-geographical use at early voting locations
- May be used for write-in candidates when required
- Ballots are printed in easy to read format for review by Voter before tabulation

Transparent System that Supports Accountability

- Fully reviewed and certified by an EAC-accredited Laboratory
- Lab Reports are public as part of our transparent process
- Software code is disclosed for review as part of a procurement process with a jurisdiction



Questions?

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Call: 1-760-734-3233

Email: marketing@unisynvoting.com

Scalability • Transparency
Flexibility

- Pre Election Support
- Results Reporting
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- Maintenance
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- Supplies

OpenElect Voting Optical Scan (OVO)
OpenElect Voting Interface (OVI)
OpenElect Voting Interface (OVI-VC)
OpenElect Voting Central Scan (OVCS)
OpenElect Central Suite (OCS)

High Levels of Physical and Software Security

Physical measures, coupled with comprehensive procedures, ensure proper and effective security and integrity of equipment during preparation, testing, repair and use.

Flexibility in Program Design and Support Services

Resources, best practices and leading-edge technology provides our clients with the skills and tools needed to efficiently conduct elections.

OVI-VC™ Features and Benefits

- Supports multiple languages
- Rank Choice Voting (RCV)
- Modular design provides easy transport and set up for poll workers
- Ballots are printed in easy to read format for review
- Produces complete precinct audit logs and reports
- OVI-VC™ produced ballots can be easily scanned into the OpenElect® Voting Optical Scan (OVO®) or the OpenElect® Voting Central Scan (OVCS®)

"Unisyn's products are easy to use and their ability to customize a program that is good for our jurisdiction is exceptional. The entire company is focused on making sure our elections are successful."

Unisyn Voting Solutions® is the *first* Company to offer a digital optical scanning system certified to the 2005 Voluntary Voting System Guidelines set forth by the U.S. Election Assistance Commission (EAC).



Our OpenElect® suite of products provides a wide array of equipment choices which allows us to provide the perfect match for the way you want to conduct your elections. Contact our Election Specialists today to learn more!

Unisyn Voting Solutions®: 2310 Cousteau Court, Vista, California 92081-8346 USA

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Machine Name: UVS002233

Public Count 2
Protective Count 2307

United States Senate
Precinct: Precinct 1

Total Write-ins 2
Total Images 2
Ballot ID: 01361
Write-in Position: 014

WRITE IN
Denzel Washington

Ballot ID: 04400
Write-in Position: 014

WRITE IN
Adam Sandler

Write-in Report

Training

County of Spotsylvania
General Election
Tuesday, November 17, 2015

Election Date

Tue Nov 17, 2015

Report Printed:

Thu Feb 19, 2015 02:47:39 PM

Software Version: 1.3

OS Version: OVO OS ver. 1.1.00

Machine Name: UVS002233

Public Count 2
Protective Count 2307

United States Senate
Precinct: Precinct 1

Total Write-ins 2
Total Images 2
Ballot ID: 01361
Write-in Position: 014

WRITE IN
Denzel Washington


Ballot ID: 04400
Write-in Position: 014

WRITE IN
Adam Sandler

Commonwealth of Virginia, Demo Ballot
Demo County
Demo Election
November 1, 2016

Ballotstyle: 1

Voting Instructions

1. Use a blue or black ink pen.
2. Completely fill in the red box to the left of your selected candidate like this .
3. For a write-in, write the name on the line provided and fill in the red box to the left of the name.
4. If you make a mistake, Please ask for a new ballot.

President of the United States

(Vote For only one)

- George Washington
- Abraham Lincoln
- John F. Kennedy
- Franklin D. Roosevelt
- Theodore Roosevelt
- Thomas Jefferson
- Ronald Reagan
-

WRITE IN _____

Favorite Landmark of the United States

(Vote For only one)

- Yosemite National Park
- Yellowstone National Park
- Rockefeller Center
- The Great Lakes
- Washington Monument
-

WRITE IN _____

Favorite Superhero

(Vote For only one)

- Superman
- Batman
- Spiderman
- Wonder Woman
- Captain America
- Iron Man
-

WRITE IN _____





ELECTION SERVICES ONLINE, LLC.
And

AUGUSTA COUNTY, VIRGINIA

PURCHASE AGREEMENT

CONTRACT NUMBER: UVS _____

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1. Parties

This agreement (herein referred to as "Agreement"), dated _____ ("Effective Date") is entered into between Election Services Online, LLC, a Pennsylvania Limited Liability Company, United States of America (herein referred to as "ESO" or "Supplier") and **AUGUSTA COUNTY** (herein referred to as "Customer") for an OpenElect voting system, services and/or licensing. The Parties to this Contract (each a "Party" and collectively, the "Parties") are the CUSTOMER, whose address is 18 Gov Center Lane Verona, Virginia 24482 (hereinafter "Customer") and Election Services Online, LLC whose address is PO Box 34, Hellertown, PA 18055 (hereinafter "Supplier"). This Contract is effective upon execution by each Party and receipt of all necessary approvals. Attached hereto and made part of this Agreement are the following schedules, appendices and specifications:

Schedule 1 Pricing and Contract Deliverables

Schedule 2 Annual Fees

Exhibit A Software License Agreement

Exhibit B Hardware Warranty Agreement

2. Purpose of Contract

The purpose of this Contract is for Supplier to supply voter tabulation Hardware Products and related software and services for Customer. The systems, equipment, services to be supplied and the prices to be paid are as listed in Schedule 1.

3. Definition of Terms

"Acceptance Testing" means the testing performed to ensure that the Hardware and Software acquired operates in compliance with supplied OpenElect System Documentation.

"Deliverables" means all of the Hardware Products, Software Products, Services, and Supplies purchased by Customer as priced in Schedule 1.

"Hardware Products" means the OpenElect hardware as described in Schedule 1.

“OpenElect System Documentation” or **“Documentation”** refers to each manual provided to Customer of the Voting System.

“OpenElect Central Suite (OCS)” – a set of election management applications supplied by ESO to run at the Election Headquarters to support elections on the OVO, OVI, and OVCS systems. This includes the Ballot Layout Manager, Election Manager, Election Server, Software Server, Tabulator Client, Tabulator and Tabulator Reports.

“OpenElect Voting Interface (OVI)” – voting device hardware and firmware used as an ADA solution and/or an Early Voting Device. This device is located primarily at the precinct.

“OpenElect Voting Optical scan (OVO)” – scanning and tabulation voting device hardware and firmware located primarily at the precinct.

“OpenElect Voting Central Scan (OVCS)” - volume scanner and tabulation solution hardware and firmware at the central site - used for casting provisional and mail-in ballots. OVCS units can also be used to perform recounts.

“Services” means the related services (such as documentation, project management, training, installation and on-site support) as described in Schedule 1.

“Supplies” means the miscellaneous items purchased as described in Schedule 1.

4. Payment

For the total purchase price as set forth in Schedule 1, Supplier agrees to sell and Customer agrees to purchase the Deliverables as described in Schedule 1.

The payment terms are as set forth in Schedule 1 and the timetable for the delivery, installation and testing of the Deliverables as set forth in Schedule 1. If no payment terms are set forth in Schedule 1, Customer shall pay for the items within thirty (30) days of Supplier’s invoice for the Deliverables, provided that such invoice shall not be sent prior to delivery of the items. With respect to invoices not paid when due, Customer shall pay interest at the lesser of a rate of 1.5% per month or the highest rate permitted by law. Customer shall additionally pay any collection costs or fees associated with the efforts of Supplier to collect past due amounts, including but not limited to attorney’s fees.

5. Cancellation and Return of Defective Items

5.1. Right of Return of Defective Items

Prior to completion of the thirty (30) day period of Acceptance Testing as set forth in Section 7, Customer may return items that are defective and not in conformance with Supplier's specifications. After Acceptance Testing, and except for defective items covered by the Supplier's warranty herein, all goods and items delivered are not subject to any additional rights of return. All goods shall be accepted within thirty (30) days. Any defects or deficiencies discovered after acceptance shall be repaired or replaced under Supplier's warranty set forth herein or under the Extended Warranty found in Appendix B, if such Extended Warranty is purchased by Customer.

5.2. Cancellation

This Agreement and the obligations hereunder may be cancelled in its entirety by Customer within seven (7) days of the date of Customer's signature. Supplier shall not be obligated to proceed with Supplier's duties during this time, and any dates for performance shall be delayed by an equivalent period of time unless Customer waives such right of cancellation. Customer may waive such cancellation rights by signing where indicated on the signature page or otherwise requesting the Supplier to proceed with deliveries according to the requested schedule.

6. Acceptance Testing

Testing of each piece or component of the Hardware and Software Products shall be performed by Supplier at the manufacturer's facility prior to delivery of the Hardware Products and Software Products to ensure that it is in good working order and complies with the terms of this Contract. Should Customer so desire, Customer may conduct Acceptance Testing on the goods when received. The Acceptance Testing process assures that the system operates according to the supplied OpenElect system documentation. Testing begins when Supplier notifies Customer that Hardware Products and Software Products have been delivered. The Customer will have up to thirty (30) calendar days to complete its testing and accept the delivered products. ESO reserves the right to be present and monitor any Acceptance Testing.

The Product deliverable will be deemed acceptable upon notification to the Supplier by the Customer or within 30 calendar dates after receipt of products defined for the payment milestone at customer site, whichever is earlier.

Customer will not withhold acceptance of a given item except when due to a failure of such item to conform to Supplier's specifications in a material respect, provided Supplier promptly delivers a remedial plan for any non-conformity with items that are not material.

7. Responsibilities of Customer

The Customer shall act in good faith in the performance of its respective responsibilities under this Contract and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the Supplier in order to perform its responsibilities under this Contract.

8. Grant of Licenses

All Software Products will be licensed to the Customer in accordance with the terms set forth in Appendix A. In consideration for Supplier's grant of the license for the Software, Customer shall pay Supplier the Software License Fees set forth in Schedule 2. Upon Supplier's request, Customer agrees to sign license confirmation agreements from time to time upon delivery or installation of the Software and Updates.

9. Title and Risk of Loss

Title and risk of loss for each item of Hardware identified on Schedule 1 and the tangible media holding the Software Products identified in Schedule 1, will pass to the Customer on shipment by Supplier of each item of Hardware Products from Supplier's facilities. However, shipment will not diminish any rights Customer has pursuant to this Contract, including rights to repairs and replacements under applicable warranty and maintenance terms.

9.1. Risk of loss or damage in respect of the Hardware Products shall pass to Customer upon shipment by Supplier of each item of Hardware Products from Supplier's facilities. Except as set forth herein, title and ownership to the Hardware Products shall pass to Customer upon payment in full of the Total Purchase Price for each item as set out in Schedule 1.

9.2. Customer agrees that until title and ownership passes to it:

A. the Hardware Products are and shall remain Supplier's personal property and shall not be attached to or become part of any realty;

B. the Hardware Products shall be installed and used and shall not be removed from Customer's place of business without the prior written consent of Supplier; and

C. Customer shall not sell, pledge, mortgage, assign, transfer, lease, sublet, loan, license, part with possession of, or encumber the Deliverables or any part thereof or permit or

suffer or attempt to do any of the acts aforesaid without the prior written consent of Supplier.

9.3. Upon payment in full of the Total Purchase Price as specified in Schedule 1, Customer:

- A. will comply with all laws relating in any way to the use, operation or maintenance of the Deliverables;
- B. will provide proof of adequate insurance to cover the loss of Hardware Products during the period of installation prior to final payment;
- C. will grant Supplier the right to inspect the Deliverables at any reasonable time upon due notice; and
- D. shall not make any alterations, additions, modifications or improvements to the Hardware Products without the prior written consent of Supplier.

9.4. After payment in full of the Total Purchase Price as specified in Schedule 1, Supplier shall take no action which impairs Customer's right to the possession and use of the Deliverables except to the extent required to protect Supplier's interest in software and confidential information.

9.5. Upon full payment of the Total Purchase Price as specified in Schedule 1, Supplier shall deliver title to the Hardware Products to Customer free and clear of all liens and encumbrances of any kind or description.

10. Shipping and Receiving, Freight and Insurance

Hardware Products will be delivered Free Carrier (FCA) (according to Incoterms 2010) Supplier's facility in Vista, California, U.S.A. Customer may elect to provide transportation and shipping insurance by providing specific written notice to Supplier of its intent to do so, otherwise, Supplier shall arrange for shipping and insurance. Customer will be responsible for transportation charges and for insurance on Supplier's Hardware Products at rates in effect at the time of this Agreement if the same is arranged by Supplier.

11. Warranty

All Hardware Products when delivered are warranted to be free from manufacturing defects and conform to documentation and specifications published by Supplier. Should any Hardware Products fail to conform to the preceding warranty during the initial twelve (12) months commencing from the date of completion of out-of-box testing or sixty days (60) after shipment, whichever is earlier. Supplier shall repair or replace any item determined by Supplier to be non-conforming after delivery of the item by Customer to Supplier's facility in Hellertown, Pennsylvania.

Customer shall comply with Supplier's published policies regarding submittal of items for warranty and repair services. Such published policies are available upon request. After the initial warranty, Customer may purchase Extended Warranties as provided in Exhibit B for annual fees set forth in Schedule 2.

OpenElect product hardware warranty services are provided by Supplier's repair center in Hellertown, Pennsylvania, USA. Further details regarding warranty returns, spare parts availability and tools are set out in Exhibit B.

THE WARRANTIES CONTAINED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

12. General Provisions

12.1. Amendments

Any changes, modification, revisions or amendments to this Contract which are mutually agreed upon by the Parties to this Contract shall be valid and binding on the parties only when incorporated by written instrument, executed and signed by all Parties to this Contract.

12.2. Applicable Law/Venue

This Agreement shall be construed in accordance with and governed by the laws of the State of the United States where the goods are to be delivered to Customer as specified herein, without giving effect to the conflict of law principles of such State. Customer and Supplier each hereby covenants and agrees that any dispute, controversy or claim arising out of or in connection with this Agreement shall be adjudicated before a court located in the county and State where the goods are to be delivered to Customer as specified herein and they hereby submit to the exclusive jurisdiction of State and Federal courts serving such County with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement, and consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in this Agreement.

12.3. Assignment

Neither Party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other Party, such consent not to be

unreasonably denied, withheld or delayed.

12.4. Schedules and Exhibits

The Schedules and Exhibits referred to in and attached to this Contract are made a part of it as if fully included in the text and the term "Contract" is a collective reference to this document and such Exhibits.

12.5. Consents

Supplier represents and warrants that it has the requisite power and authority to bind Supplier and its Contract designated affiliates, and to execute and deliver this Contract and perform its obligations hereunder. Customer represents and warrants that it has the requisite power and authority to execute and deliver this Contract and perform its obligations hereunder.

Each Party will obtain and maintain all consents, authorizations and approvals of third parties necessary to allow (i) Supplier to provide the Services and otherwise fulfill its obligations under this Contract, and (ii) Customer to fulfill its obligations under this Contract. No Party will be in breach of its obligations hereunder for failure to obtain any such consent, authorization or approval unless it has actual knowledge of the need to obtain such consent and fails to use reasonable efforts to obtain such consent, authorization or approval.

12.6. Force Majeure

Neither party shall be responsible to the other for not fulfilling its obligations under this Agreement for the period which this is not feasible due to or circumstances beyond the reasonable control of either party including, without limiting the generality of the foregoing, acts of God, war, sabotage, riot, insurrection, civil commotion, change in legislation, regulation, decree or other legally enforceable order or pursuant to stated policy of any government, governmental or other competent authority (including any court of competent jurisdiction), unavoidable and unforeseeable equipment failures, vendor or subcontractor delays, strike action (whether or not involving employees of the party concerned), union bans or lock-outs.

If a party is, or reasonably expects to be, prevented from performing any of its obligations under this Agreement as a result of a Force Majeure as defined above, it shall, promptly after having knowledge of the act, event or cause constituting Force Majeure, give to the other party notice of the nature of the Force Majeure and the likely duration of the disability resulting there from and shall further notify the other party forthwith upon cessation of that disability.

Any party notifying the occurrence of a Force Majeure shall use reasonable endeavors to overcome that Force Majeure or remedy the disability resulting there from as promptly as possible, provided always that such party shall not be required hereby to settle any labor dispute on terms contrary to its wishes nor to test the validity of any law, regulation, decree or order by way of legal proceedings.

In the event that a Force Majeure shall continue for a period in excess of ninety (90) days the parties agree to negotiate in good faith a settlement of existing obligations under this Agreement.

12.7. Indemnification

The Supplier shall indemnify, defend and hold harmless the Customer and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability, to the extent caused by the negligent or otherwise wrongful acts of Supplier as determined by a court of competent jurisdiction and for which the Customer has been determined by such court to be liable to third parties. To avail itself of this indemnity, Customer shall within 10 days of receipt of any suit, claim or demand tender the full and complete control of the defense and settlement of the matter to Supplier and provide reasonable assistance to Supplier in the defense thereof.

12.8. Interpretation

The following rules of interpretation must be applied in interpreting this Contract:

- i. headings and captions are for convenience only and are not to be used in the interpretation of this Contract;
- ii. the provisions of the Appendices are incorporated in this Contract, and in the event of a conflict between an Appendix and this Contract, to the extent the conflicting provisions can reasonably be interpreted so that such provisions are consistent with each other, such consistent interpretation will prevail, and otherwise, the terms of the Contract govern,
- iii. consents or approvals required to be given under this Contract shall not be unreasonably withheld, delayed or denied unless the Contract expressly Customers otherwise; and
- iv. all requests under this Contract shall be reasonable.

12.9. Severability

The provisions of this Contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Contract, for any reason, is declared to be unenforceable, the Parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the Parties.

12.10. Survival

Any provision of this Contract that imposes or contemplates continuing obligations on a Party will survive the expiration or termination of this Contract in which it is contained.

12.11. Sales Taxes

The Customer shall pay all taxes and other such amounts required by Federal, State, and local law, including but not limited to State and local sales taxes. The Customer shall provide Supplier a tax exempt certificate for sales of tangible personal property to Customer by Supplier or

purchases of tangible personal property made by Supplier on behalf of Customer in connection with this Contract, where the title vests in Customer.

12.12. Third Party Beneficiary Rights

The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the Parties to this Contract, and shall inure solely to the benefit of the Parties to this Contract.

12.13. Waiver

The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

12.14. Limitation of Liability

Neither party shall be liable for the other party's negligent or willful misconduct. Not including liability as a result of claims for bodily injury, including death or damage to tangible property, Supplier's total liability to Customer arising out of or relating to this Contract shall not exceed the amount paid to Supplier during the preceding year for the goods or services causing or directly related to the claim or \$25,000, whichever is greater. Any action by Customer against Supplier must be commenced within two years after the cause of action has accrued.

13. Electronic Signatures/Law

The Parties acknowledge that this Agreement may be accepted using an electronic signature that consists of Customer's indication that it intends to be bound, and that such a signature shall be legally binding to the same extent as a written signature by a Party's authorized representative. (Remainder of page intentionally left blank. Signature page follows.)

14. Signatures

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party acknowledges it has read this Agreement, understands, and agrees to be bound by it.

AUGUSTA COUNTY, VIRGINIA

ELECTION SERVICES ONLINE, LLC.:

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit A – Software License Agreement

Election Management Suite of Modules and/or Equipment Firmware Modules.

In consideration of the promises set forth herein, and pursuant to the terms and conditions set forth herein, Unisyn Voting Solutions, Inc., (“Unisyn”) herein, grants to Augusta County, Va. (“Customer”) the number and type of licenses indicated below for the software and/or firmware identified below (“Unisyn OpenElect Software”).

Note: Only the items listed below as being purchased by the customer are applicable to this License Agreement.

<u>Unisyn OpenElect Software</u>	<u>Type of License</u>	<u>Number of Licenses</u>	<u>Initial Charge (per unit)</u>	<u>Annual License Fee</u>
OVO Firmware	Single Device	31	110.00	\$75.00
OVI-VC Firmware	Single Device	27	90.00	\$45.00
OVCS Firmware	Single Device	n/a		
Ballot Layout Manager	Single Device	n/a		
Election Manager	Single Device	n/a		
Election Server	1-5 Devices	n/a		
Software Server	1-5 Devices	n/a		
Tabulator Client (TC)	1-5 Devices	n/a		
Tabulator (TAB)	Single Device	n/a		
Tabulator Report (TR)	Single Device	n/a		
Adjudication	5 Devices	n/a		

Unisyn shall also furnish the software maintenance services described herein for the Unisyn OpenElect Software licensed hereunder during the term of this agreement (“License Agreement”). This License Agreement contains the terms and conditions applicable to each individual License granted herein.

1. License.

1.1. Unisyn OpenElect Software.

Upon payment of the initial license fee for Unisyn OpenElect Software and/or Firmware ("Initial Charge"), and on the payment of each annual license fee ("Annual License Fee") thereafter, Unisyn grants to Customer, and the Customer accepts, a nonexclusive, nontransferable License to use one copy of the Unisyn OpenElect Software provided by Unisyn to Customer ("Original") to conduct government related elections and related activities within the Customer's jurisdiction, in compliance with the terms and conditions set forth in this License Agreement. As used in this License Agreement, Customer shall include directors, officers, employees, and contractors, provided such persons agree to comply with the provisions hereof.

1.2. Associated Third Party Software.

The Unisyn OpenElect Software is integrated with, or is accompanied by, software owned by various third parties ("Third Party Software"). Such Third Party Software is necessary for the operation of the hardware, Unisyn OpenElect Software and/or peripheral devices.

2. Term of License

The License for each item of Unisyn OpenElect Software and/or Firmware shall begin on the date Unisyn ships the Unisyn OpenElect Software to Customer and shall continue until the next anniversary ("Anniversary") of the latter of (a) Delivery of the Unisyn OpenElect Software or (b) Acceptance, if Acceptance is required by a related Agreement. Thereafter, for a cumulative period not to exceed twenty (20) years, Customer may renew this License Agreement, annually, for successive one year terms, by paying the Annual License Fee. Regardless of the length of time the Unisyn OpenElect Software is licensed, Customer shall not acquire ownership of the Unisyn OpenElect Software, associated Third Party Software, or any rights other than those expressly granted to Customer in this License Agreement.

3. License Fees

- 3.1. The Initial Charge includes any Unisyn OpenElect Software License and/or Firmware Fee Customer is required to pay for the first year that Customer uses the Unisyn OpenElect Software and/or Firmware licensed hereunder. Unisyn reserves the right to adjust future Annual License Fees by providing sixty (60) days advance notice of any increase. If Customer does not wish to pay such increase Customer may terminate the License Agreement by discontinuing use of the Unisyn OpenElect Software and/or Firmware by returning the Original and all Copies to Unisyn, along with the original and all copies of any associated user documentation ("User Documentation"). Customer shall immediately destroy all Copies of the Unisyn OpenElect Software and/or Firmware remaining in electronic or other memory.

- 3.2. The Annual License Fees, and any other amounts payable by Customer pursuant to this License Agreement, is exclusive of any local, state, federal, excise, personal property, or similar taxes or duties which may be levied on the Unisyn OpenElect Software and/or Firmware or any services provided by Unisyn. Customer is responsible for and shall pay all such taxes, as they are due. If Customer is exempt from taxes, Customer shall supply Unisyn a tax exemption certificate in a form satisfactory to Unisyn and all applicable taxing authorities. If Unisyn is required to pay any such taxes on Customer's behalf, Customer shall promptly reimburse Unisyn for payment of such taxes upon receipt of Unisyn's invoice.
- 3.3. Election Services Online shall invoice Customer for the Annual License Fee at least thirty (30) days in advance of the Anniversary. Customer shall pay such invoice on or before the Anniversary. If the Licenses granted pursuant to this License Agreement have multiple Anniversaries, or if Unisyn and Customer have entered into one or more related Warranty Agreements with differing Anniversaries, Unisyn may consolidate all of the Anniversaries. Unisyn shall do so by changing the Anniversary of one or more Licenses or Warranties so that it coincides with the Anniversaries of other Licenses or Warranties, which Anniversaries occur before the expiration of the next term of any License for which the Anniversary is being changed. Unisyn shall prorate the Annual License Fee for the resulting shortened term.

4. Customer's Use of Unisyn OpenElect Software

Each License is either a 1-5 Device License, or a Single Device License, as identified below. Customer's use of the associated Unisyn OpenElect Software is governed by the applicable grant below:

4.1. 1-5 Device License:

Unisyn grants Customer the right to use the Original of the Unisyn OpenElect Software licensed hereunder for as long as this License Agreement remains in effect. Customer may install an image of the Original ("Copy" or "Image Copy") of the licensed Unisyn OpenElect Software into the memory of 1 to 5 computers as are reasonably necessary for the conduct of elections or related activities within the Customer's jurisdiction, so long as each computer is owned by or leased to Customer. Customer shall make no other copies of the Unisyn OpenElect Software, except for one archival copy ("Copy" or "Archival Copy"), which may be used for recovery purposes only. Any Copy of the Unisyn OpenElect Software made by Customer shall belong to Unisyn. Customer shall not act as a Ballot Layout Service to third parties, or make the Unisyn OpenElect Software available to third parties.

4.2. Single Device License:

Customer is granted the right to use each Original of the Unisyn OpenElect Software licensed hereunder for as long as this License Agreement remains in effect. Customer may install one image of each Original (“Copy” or “Image Copy”) into the memory of a single election hardware device owned by or leased to Customer, which Unisyn has provided for or approved in writing for use with such Unisyn OpenElect Software. Customer shall make no other copies of the Software except for one archival copy (“Copy” or “Archival Copy”), which may be used for recovery purposes only. Any Copy of the Unisyn OpenElect Software made by Customer shall belong to Unisyn. Customer shall not act as a Ballot Layout Service to third parties, nor shall it make the Unisyn OpenElect Software available to third parties.

- 4.3. Some of the Third Party Software license agreements may additionally restrict the use of the associated Third Party Software. Such restrictions include, but are not limited to, placing limits on the number of copies that may be made. Customer is responsible for ensuring that its use of such Third Party Software complies with the terms and conditions of any applicable license agreements.
- 4.4. Customer may not use, copy, modify, transfer, rent, reverse engineer, decompile, disassemble, translate, create derivative works based upon, or perform any other similar process on any Unisyn OpenElect Software and/or Firmware, portion thereof, or documentation, or Third Party Software provided by Unisyn, except as expressly authorized in this License Agreement. Customer shall not remove, alter, obscure, modify, or obliterate any copyright, trademark, proprietary or other protective notice, or serial number on any of the system components. Customer agrees not to act in contravention of any of Unisyn’s rights or to assist others in doing so.
- 4.5. Customer shall not use the Unisyn OpenElect Software and/or Firmware on hardware other than the hardware provided, or approved in writing, by Unisyn. Customer shall not make any changes to hardware which may affect Unisyn OpenElect Software and/or Firmware performance, without the prior written consent of Unisyn, including but not limited to, changes to existing hardware configurations, network configurations, or terminal and printer characteristics.
- 4.6. Customer agrees to permit representatives of Unisyn to inspect the location and the computer hardware upon which the Unisyn OpenElect Software and/or Firmware is being used or kept, Customer’s records of use of the Unisyn OpenElect Software and/or Firmware , and any Copies of the Unisyn OpenElect Software and/or Firmware . Such inspections shall occur at reasonable times during normal business hours. In addition, Unisyn will use all reasonable efforts to minimize disruption to the normal business activities of Customer.

5. Maintenance

- 5.1. Unisyn shall maintain Customer's Unisyn OpenElect Software and/or Firmware such that it operates in conformity with the current User Documentation for the installed version of such Unisyn OpenElect Software, including all error corrections or changes provided pursuant to Subparagraph 6.1 and Upgrades provided pursuant to Subparagraph 6.2. Unisyn shall use its best efforts to correct any reproducible error. Suspected error conditions will be investigated and corrected by Unisyn personnel at the Unisyn office to the extent possible.
- 5.2. If a problem cannot be resolved using remote diagnostics, with the Customer's authorization Unisyn will send a specialist to the Customer's site under the following terms:
 - 5.2.1. If the problem lies solely with Unisyn's Software and/or Firmware, Unisyn is responsible for all expenses associated with the resolution of the problem, provided, however, that Customer has incorporated all error corrections or changes to the Unisyn OpenElect Software within thirty (30) days of receipt of the same from Unisyn, and
 - 5.2.2. If the problem is Customer generated, including by the failure to incorporate all error corrections or changes in a timely manner, the Customer is responsible for all fees and expenses at Unisyn's then-current consulting service rate. Customer generated problems include, but are not limited to, problems that arise from the failure of hardware, firmware or software that is not licensed or under warranty from Unisyn, installation of the Unisyn OpenElect Software and/or Firmware on hardware that was not provided or approved by Unisyn, or improper use of the Unisyn OpenElect Software and/or Firmware or the hardware upon which it is installed.
- 5.3. As is reasonably necessary for Unisyn to perform maintenance, Customer shall:
 - 5.3.1. Provide Unisyn personnel with the work space necessary for the proper execution of its service obligations;
 - 5.3.2. Be responsible for maintaining the computer hardware, communications equipment, cabling, and all other hardware equipment;
 - 5.3.3. Make available computer time and assist in the testing and maintenance of software; and
 - 5.3.4. Make available all necessary supplies.

6. Changes to Unisyn OpenElect Software

- 6.1. Unisyn may provide Customer with unsolicited error corrections or changes to the Unisyn OpenElect Software and/or Firmware that Unisyn determines from time to

time are necessary for proper operation of the Unisyn OpenElect Software and/or Firmware or the system with which the Unisyn OpenElect Software was provided or is a part ("System"). Customer shall incorporate these corrections or changes within thirty (30) days of receipt from Unisyn, unless Customer is granted permission in writing to delay the incorporation of such corrections or changes. Such error corrections or changes shall be treated as part of the Original of the Unisyn OpenElect Software and/or Firmware for purposes of this License Agreement.

- 6.2. Unisyn may, from time to time, release Unisyn OpenElect Software and/or Firmware improvements ("Upgrades"). Upgrades shall mean any added functionality or change to functionality of programs and materials not included in the Unisyn OpenElect Software and/or Firmware at the time of the execution of this License Agreement. Upgrades do not include later released versions of the Unisyn OpenElect Software and/or Firmware with a higher version number, which generally provide significantly increased functionality or introduce new technology. During the term of this License Agreement Customer is entitled to receive one copy of each Upgrade, including any associated documentation and installation procedures. Upgrades shall be treated as part of the Original of the Unisyn OpenElect Software and/or Firmware for purposes of this License Agreement, whether or not installed by Customer. Specific training courses for Upgrades are available and are billable at Unisyn's standard published rates.
- 6.3. Customer may, from time to time, request modifications of the Unisyn OpenElect Software and/or Firmware. If, in its discretion, Unisyn chooses to modify the Unisyn OpenElect Software and/or Firmware, all such modifications shall be owned exclusively by Unisyn, and shall be treated as part of the Original Unisyn OpenElect Software and/or Firmware for purposes of this License Agreement. Customer shall not modify, or permit a third party to modify, any Unisyn OpenElect Software and/or Firmware, unless it is authorized by an amendment to this License Agreement. Any such modifications will be billed to Customer at Unisyn's standard published rates.

7. Warranty

- 7.1. Unisyn warrants that it is the owner of Unisyn OpenElect Software and Firmware or has the right to permit Customer to use the Unisyn OpenElect Software in compliance with the express terms of this License Agreement. Unisyn also warrants that when used with the hardware and software configuration purchased from or approved by Unisyn, the Unisyn OpenElect Software and Firmware will perform free of software defects that would prevent the System from operating substantially in the manner described in the User Documentation at the time of shipment, and during any term of this License Agreement.
- 7.2. To the extent permitted by the owner of any Third Party Software Unisyn may provide, Unisyn shall pass through to the Customer all warranties provided to Unisyn. Otherwise, Third Party Software is delivered as is and without warranty.

- 7.3. Unisyn makes no other warranties, expressed or implied, of any kind or nature whatsoever concerning the software, the documentation, or any services provided hereunder.
- 7.4. Unisyn does not warrant uninterrupted operation or that the software will be error free. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

8. Intellectual Property

- 8.1. Unisyn warrants that the Unisyn OpenElect Software and Firmware does not infringe upon any United States patent, copyright, or trademark rights of any third party.
- 8.2. If notified promptly in writing of any action brought against Customer alleging that Customer's use of the Unisyn OpenElect Software or Firmware infringes upon a United States patent or copyright or trademark, Unisyn will defend such action at its expense and will pay the costs and damages awarded against Customer in such action, provided that Unisyn shall have sole control of the defense of any such action, and all negotiations for its settlement or compromise.
- 8.3. If the Unisyn OpenElect Software, or any portion thereof, is likely to become the subject of a claim or infringement, or if a final injunction is obtained against Customer's use of the Unisyn OpenElect Software or Firmware, Unisyn will, at its option and at its expense, either
 - 8.3.1. Procure for Customer the right to continue using the Unisyn OpenElect Software and/or Firmware,
 - 8.3.2. Replace or modify the same so that it becomes non-infringing, or
 - 8.3.3. Grant the Customer a credit for such Unisyn OpenElect Software and/or Firmware as depreciated, and accept its return.
- 8.4. The foregoing shall be the entire liability of Unisyn with respect to alleged infringement of patents, copyrights, or trademarks by the Unisyn OpenElect Software and Firmware or any part thereof.
- 8.5. Customer shall hold Unisyn harmless against any expense, judgment or loss for alleged infringement of patents, copyrights or trademarks which result from Customer's use of the Unisyn OpenElect Software and/or Firmware in a manner not authorized by Unisyn, or from Unisyn's compliance with Customer's design specifications, or instructions.

9. No Other Warranties

The warranties contained in paragraphs 7 and 8 are in lieu of all other warranties and conditions express or implied, including, but not limited to, express or implied warranties of merchantability and fitness for a particular purpose. **THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.** Except as provided in Paragraphs 5 and 8, the sole and exclusive remedy of Customer, and the sole and exclusive liability of Unisyn, in any action concerning or arising from Customer's use of the Unisyn OpenElect Software or Third Party Software, any equipment in which the Unisyn OpenElect Software or Third Party Software is used, the acts or omissions of persons providing services related to the Unisyn OpenElect Software or Third Party Software, or any alleged breach of this License Agreement shall be limited solely and exclusively at Unisyn's option, to either repair or replacement of any defective Unisyn OpenElect Software, or a refund of the Initial License Charge paid by the Customer for the Unisyn OpenElect Software which is alleged to give rise to the claim or loss.

10. Limitation of Liability

- 10.1. Unisyn OpenElect Software and/or Firmware may not perform properly for a variety of reasons that are beyond the control of Unisyn, including but not limited to the Unisyn OpenElect Software and/or Firmware being negligently or improperly used, being modified, being installed on inappropriate hardware, or being supplied with improperly formatted data. Operation of the Unisyn OpenElect Software is the sole responsibility of the Customer and Unisyn shall not be responsible for the consequences of any changes to, or improper use of, the Unisyn OpenElect Software made by or on behalf of Customer.
- 10.2. Unisyn will not be liable for any claims, actions, suits, proceedings, costs, expenses, damages, or liabilities arising out of Unisyn's performance under this License Agreement unless caused by the negligent act or omission of Unisyn, its subcontractors, agents, servants, or employees. Unisyn's liability under this License Agreement for damages, regardless of the form of action, shall not exceed the fees or other charges paid to Unisyn for the current term of this License Agreement. Neither Unisyn nor any manufacturer or software provider for this system shall in any event be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income, lost revenue, lost savings, increased expense of operation or lost profit, whether such damages were foreseeable or not at the time that this license agreement was entered into, and whether or not such damages arise out of a breach of warranty, a breach of contract, negligence, strict liability or any other theory of liability.
- 10.3. Unisyn's provision of Unisyn OpenElect Software and/or Firmware to the Customer shall not be interpreted, construed, or regarded, either expressly or impliedly, as being for the benefit of or creating any obligation toward any third party or legal entity outside of Unisyn and the Customer; Unisyn's obligations under this License Agreement extend solely to the Customer.

11. Indemnification

Each Party shall indemnify and hold harmless the other Party from third party claims arising from, or alleged to arise from, the gross negligence or deliberate misconduct of a Party in the course of performing under this Agreement. This indemnity extends solely to claims and lawsuits for personal injury, death, or destruction of tangible personal property. In addition:

- Customer shall indemnify and hold harmless Unisyn from any third party claims arising from, or alleged to arise from, Customer's failure to operate properly the Unisyn OpenElect Voting System licensed to Customer hereunder; and
- Customer shall indemnify and hold Unisyn harmless from and against any liability that results from Customer's failure to comply with any applicable state, federal or local laws and/or regulations.

12. Confidential Information

12.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, Representative information, individually identifiable voter information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as "secret," "confidential," or with words having similar meaning or which are expressly identified in this Subsection 12.1 Confidential Information includes:

12.1.1. All Unisyn OpenElect Software and/or Firmware source and object code and written documentation associated therewith; and

12.1.2. Unisyn's equipment configuration.

12.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations, and shall disclose it therein only on a need-to know basis.

12.3. Neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.

12.4. Each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.

12.5. Should Customer receive a request for information regarding this Agreement that in Customer's interpretation is subject to an Open/Public Records Act, but

otherwise may constitute confidential information under this Section, Customer shall immediately forward such request to Unisyn. Unisyn shall promptly determine whether Unisyn will object to the disclosure of the information.

12.6. Customer Confidential Information.

In addition to anything that may be Confidential Information pursuant to an associated Agreement, Customer may also possess research, statistical, identifying, or other information about private individuals, which it may be necessary to share with Unisyn in the course of Unisyn's performance of this License Agreement. In addition to anything that may be Confidential Information pursuant to an associated Agreement, such information about private individuals is Confidential Information. Unisyn shall not use or reveal such Confidential Information furnished by or on behalf of Customer that is identifiable to any specific private person for any purpose other than the purpose for which Customer obtained it. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The Customer shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

13. Termination

- 13.1. In the event either Party breaches one or more provisions of this License Agreement, the injured Party may serve written notice upon the violating Party identifying the violation and a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. Unisyn may immediately terminate this License Agreement for a breach of any of Paragraphs or Subparagraphs: 4, 6.3, or 12.1, and seek any legal remedy to which Unisyn may be entitled, including but not limited to injunctive relief.
- 13.2. In the event the violating Party has not remedied the infraction at the end of the cure period, the injured Party may serve written notice upon the violating Party of intent to terminate, and seek any legal remedy to which it may be entitled, including the recovery of damages, injunctive relief, court costs, and attorneys fees. If the breach identified in the notice cannot be completely cured with the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.
- 13.3. In the event of termination of this License Agreement or any portion thereof, by expiration of its term or by either Party, Customer shall immediately discontinue use of the Unisyn OpenElect Software and/or Firmware and will return the Original and all Copies of the Unisyn OpenElect Software and/or Firmware to Unisyn along with the original and all copies of the documentation. Customer

shall immediately destroy all Copies of the Unisyn OpenElect Software and/or Firmware remaining in electronic or other memory.

14. Circumstances Beyond the Control of Unisyn or Customer

Should any circumstances beyond the control of Unisyn or Customer occur that delay or render impossible the performance of any obligation due under this License Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war; acts of terrorism; acts of God; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Unisyn and Customer. Unisyn shall not be liable under this License Agreement for any loss or damage to the Customer due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances. This Paragraph 14 shall not operate to excuse any Party from paying amounts that are owed pursuant to this License Agreement.

15. Electronic Signatures/Law

The Parties acknowledge that this License Agreement may be accepted using an electronic signature that consists of Customer's indication that it intends to be bound, and that such a signature shall be legally binding to the same extent as a written signature by a Party's authorized representative. Any use of the Unisyn OpenElect Software and/or Firmware by Customer also constitutes acceptance of this License Agreement. Each Party waives any legal requirement that this License Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

16. Survival

The provisions of Paragraphs and Subparagraphs 3.2, 4.3, 4.4, 7.3, 7.4, 8.5, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 21, and 22 shall survive the expiration or termination of this License Agreement.

17. Assignment and Right to Subcontract

Neither Party may assign its rights, obligations, or interests in this License Agreement without the written consent of the other Party, providing however that Unisyn may subcontract all or any portion of the work without the prior consent of the Customer and may assign the proceeds of this License Agreement to a financial institution without prior consent of the Customer.

18. Legality and Severability

This License Agreement and the Parties' actions under this License Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations,

court orders, and applicable governmental agency orders. If any term or provision of this License Agreement is held to be illegal or unenforceable, the remainder of this License Agreement shall not be affected thereby and each term or provision of this License Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any arbitrator or court reviewing this License Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the Parties as set forth herein to the fullest extent permitted by law.

19. Applicable Law

Interpretation of this Agreement shall be governed by the laws of the State of Virginia, and the courts of the State of Virginia will have exclusive jurisdiction with venue residing in Accomack County, except with respect to claims that are subject to federal subject matter jurisdiction, as to which Unisyn agrees and consents to the jurisdiction of the United States District Court, for all purposes regarding this Agreement. Representative waives any claim that such forum or jurisdiction is not convenient or otherwise appropriate for resolution of any dispute.

20. Waiver

Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any provisions of this Agreement nor a waiver of any breach or subsequent breach not directly associated with the specific situation wherein the right was not asserted.

21. Notices

All notices required under this License Agreement, shall be sent by registered mail, certified mail, or other delivery refers to for which receipt can be verified. Notice shall be deemed to have been given on the date actually received or, if delivery was refused, on the date delivery was refused by an individual at the address provided for the receiving Party as set forth below. Either Party may change the address to which notices shall be delivered by providing ten (10) days' advance written notice to the other Party at the address listed in this Paragraph 21, or other then current address to which notices are to be delivered.

22. Entire Agreement/Modifications

This License Agreement, together with any Agreement of which this License Agreement initially formed a part, states the entire agreement between Customer and Unisyn concerning the subject matter hereof and supersedes all prior proposals or agreements whether oral or written. No alteration, waiver or modification of any provision of this License Agreement shall be effective unless it is in writing, expressly indicates that it modifies this License Agreement and is signed by the duly authorized representatives of both Customer and Unisyn.