

AGENDA

Norton City Council

September 2, 2014

6:00 P.M.

1. Roll Call
2. Invocation – Rev. John Ellington
3. Pledge of Allegiance
4. Approval of Minutes
 1. Meeting of August 19, 2014
5. Audience for Visitors
6. Old Business
 - A. Update on Comcast Request to Assign Its Current Franchise Agreement to Midwest Cable of the South, LLC.
7. New Business
 - A. Request by the Southwest Virginia Climbing Coalition.
 - B. Consideration of a Memorandum of Understanding with the US Forest Service for Trail Development.
 - C. Update on the High Knob Tower Opening Ceremony and a Special Presentation.
 - D. Update on Recent Amendment to the Freedom of Information Act Open Meeting Requirements That Allows Remote Participation at City Council Meetings.

- E. Confirmation of a Check(s)/Transfer(s) in Excess of \$100,000.
- 8. Comments by the City Manager, City Attorney, and City Council.
- 9. Adjournment.

The regularly scheduled meeting of the Norton City Council was held on Tuesday, August 19, 2014 at 6:00 p.m. in the Municipal Council Chambers with Mayor William Mays presiding.

Present: Mark Caruso, William Mays, Joseph Fawbush, and Terry Roop

Absent: Joseph Hunnicutt

Also Present: Fred L. Ramey, Jr., City Manager and Bill Bradshaw, City Attorney

The invocation was given by Father Tim Drake and was followed by the pledge of allegiance led by Police Chief James C. Lane.

Upon a motion by Councilman Caruso, seconded by Councilman Fawbush, and passed by unanimous vote, Council moved to adopt the minutes of the July 15, 2014 meeting as presented.

26231

During the Mayor's call for visitors, Ms. Imogene Emershaw, 1227 Spruce Street, NW, spoke briefly to Council regarding a zoning amendment City Council will be considering. She passed out to members of Council an architectural picture depicting what a fence would look like up against her property. She thanked Council for their time tonight.

Also speaking to Council was Brenda Palmer, 1219 Spruce Street, NW, advising Council of the problem she has experienced with trying to get a fence installed on her property and the reasons that she feels a fence is needed to protect her and her property. She also thanked Council for their time.

26232

Mayor Mays thanked both individuals for their comments.

Included in Council's packets for their review was a Proposed Amendment to the City of Norton Fishing Ordinance which includes the changes requested by Council at the July 15th meeting. Mr. Ramey advised that, if this meets with Council's approval, a public hearing will need to be advertised.

Mr. Bradshaw briefly discussed these changes with Council and advised he would be happy to answer any questions.

26233

Councilman Caruso advised the City Attorney had done a good job on this proposed amendment. He further advised that he has had a lot of positive comments on the instituting a 3 day fishing license.

It was the consensus of Council for the City Manager to advertise a public hearing for the September 16th meeting.

Councilman Caruso thanked Council for implementing these changes.

The City Manager advised there has been a significant increase in bear complaints within the City in the Flag Rock and several neighborhoods. The City is limited as to what can be done and have relied on the assistance of Mr. Johnny Wills, a District Wildlife Biologist with the Department of Game and Inland Fisheries. Mr. Wills is present tonight to give a brief PowerPoint presentation on bears.

26234

Following Mr. Wills' presentation, he gave options of what can be done on the ongoing problem being experienced in the area and also advised that there are grants available to help with funding anti-bear trash receptacles. He will furnish that information to the City Manager.

City Council thanked Mr. Wills for the very informative presentation.

Mr. Ramey advised that the next agenda item, the Norton Planning Commission's recommended Zoning Text Amendment for Fences and Hedges, had been discussed previously by Council and tabled until after the budget process. Present tonight to discuss this with Council is Winfred Collins, the City's Building Official.

Mr. Collins advised this was brought to the Planning Commission in August of 2009. With the Planning Commission being the first step in the process, State law requires that two public hearings must be held before the adoption or amendment of land use laws. One of these public hearings has been held by the Planning Commission and the second will be held by City Council.

After being tabled by the Administration, this item was brought back to the Planning Commission in November of 2011 and permission was received to advertise their public hearing. Due to different reasons, the item was again tabled by the Administration until March of 2014 when it was again presented to the Planning Commission. The previously mentioned public hearing was held on April 10, 2014 and it was unanimously approved that the proposed amendments, as written, be forwarded to Council for the review and the scheduling of a second required public hearing.

Mr. Collins advised Council of the requirements of the current City Code and of the accessory use limitations. He then advised the requirements in the proposed amendment, which will allow property owners to erect a fence on their property line at a height of four feet in the front and not exceeding eight feet in the side and rear yards in residential areas. In commercial and industrial areas, there is a ten foot maximum height requirement which does not differentiate for the sides and front.

Following his presentation, he advised Council he would answer any questions they may have.

Councilman Roop, and the other members of Council, advised that they appreciated Mr. Collins' work on this as did the other Council members. They were also glad for the survey he had prepared with other localities on their setback requirements.

In further comments, Councilman Roop advised that he feels it is the right of all property owners in the City to allow fences and in his opinion, it will bring about uniformity and the right to make use of their property. He stated he was sympathetic to those who disagree, but the duties of the Planning Commission and Council are for all citizens. Having a non-conforming property does not mean adjacent property owners cannot use all of their property.

Following comments from other members of Council and upon a motion by Councilman Roop, seconded by Councilman Fawbush, and passed by unanimous vote, Council authorized the City Manager to advertise a public hearing for the September 16, 2014 meeting.

Councilman Fawbush asked about a waiting period for said amendment to take place and was advised by the City Attorney that there are no certain requirements to do so; however Council has generally set an effective date of 30 days from adoption.

A request was made by Comcast Cable to assign its current Franchise Agreement to Midwest Cable of the South, LLC.

Mr. Ramey introduced Russell Byrd, Comcast's representative for our area, who advised that Comcast Cable had purchased Time Warner Cable and are now transferring some of their customers to Midwest Cable of the South, LLC. He advised the customers involved were in southwest Virginia and eastern Tennessee. This transfer will take place by the end of the year or at the end of the first quarter of 2015.

After his presentation, Mr. Byrd answered questions from Council members.

26236

The City Attorney advised that he has a problem with this resolution in that it does not include what else the company may be asking the City to consent to. He further stated that if Council does not adopt the resolution, the transfer will go through regardless; however he has a problem with it.

Following a brief discussion, it was the consensus of Council to table this item and discuss it again at the September 16th meeting.

Council had been presented in their packets A Resolution Approving the Planning District One Community Services Board Performance Contract for FY2015 and FY2016.

Mr. Ramey advised this is an annual housekeeping item with a slight change in that the contract will be for two years rather than one year. The City appropriates \$14,000 annually to this Board and has a representative on this Board, Sarah Davis.

26237

Following a brief discussion and upon a motion by Councilman Fawbush, seconded by Councilman Roop, and passed by the following unanimous roll call vote: YES – Caruso, Fawbush, Roop, Mays, NO – None, ABSENT – Hunnicutt, Council moved to adopt A Resolution Approving the Planning District One Community Services Board Performance Contract. (Insert)

The topic of a discussion regarding the potential to refinance an existing General Fund Bond was the next item on the agenda for Council's consideration.

The City Manager advised that Davenport and Company, the City's financial advisor, have advised that they think now is the time to look at refinancing this 1.2 million dollar obligation which the City has. They advised there is the possibility that the City can save approximately \$15,000 this fiscal year and approximately \$62,000 on the entire term of the loan. The term of the loan will not be extended.

26238

Mr. Ramey introduced Mr. David Rose of Davenport and Company who briefly discussed this with Council. He stated if Council authorizes them to proceed with this, the City Manager will be asked to sign an engagement letter permitting them to go forward. Should they not find a rate that would be beneficial to the City, then the refinancing will not take place and there would be no expense to the City.

Following a brief discussion and upon a motion by Councilman Roop, seconded by Councilman Caruso, and passed by unanimous vote, Council moved to authorize the City Manager to enter into an agreement with Davenport and Company to solicit possible refinancing rates on this 1.2 million dollar bond which covers the 11th Street Viaduct Bridge Project.

Mr. Rose advised he will be back at the September 16th meeting to update Council.

Council had a request from the Wise County Public Service Authority asking that the City bill some of our water customers for sewer service that is being provided by the PSA. Mr. Ramey advised that from an administrative standpoint, this will be easy to do. The City is current doing the same thing for the PSA for their sewer customers in Josephine. The agreement from the PSA states that the City will get a fee for providing this service and if the sewer is not paid, the City will cut the water off. This covers about 25 customers only.

26239

Following a brief discussion and upon a motion by Councilman Fawbush, seconded by Councilman Roop, and passed by unanimous vote, Council moved to amend the Waste Flow Agreement with the Wise County Public Service Authority to allow the City to bill for County sewer services. The City Attorney was authorized to draw up an addendum on this and to work with the Wise County Attorney on this document.

Ball Construction Company is requesting a new sewer tap in the County at the old K-Mart Building for Ollie's Bargain Outlet.

Upon a motion by Councilman Fawbush, seconded by Councilman Caruso, and passed by unanimous vote, Council moved to approve one sewer tap to Ball Construction Company for the Ollie's bargain Outlet.

26240

Included in Council's packets were three transfers and two checks for approval. These transfers were to the Norton City Schools in the amount of \$103,250, Norton City Schools in the amount of 169,500, and Norton City Schools in the amount of \$230,000. The checks were to Tipton Construction in the amount of \$218,299.84 and to Thomas Construction in the amount of \$299,409.90.

Upon a motion by Councilman Fawbush, seconded by Councilman Caruso, and passed by unanimous roll call vote, Council moved to approve the three transfers and two checks as stipulated above.

26241

Mr. Ramey sought guidance from Council regarding whether or not Council wished to meet on the first meeting date in September since it is so close to the Labor Day holiday.

Following a brief discussion, it was the consensus of Council to proceed with this meeting since one would have to be cancelled in October while they were attending the annual Virginia Municipal League Conference.

26242

Upon a motion by Councilman Caruso, seconded by Councilman Fawbush, and passed by unanimous roll call vote, Council moved to go into closed meeting to discuss personnel as per Section No. 2.2-3711 (A) (1) of the Code of Virginia, as amended.

Mayor Mays declared Council in closed meeting.

26243

Upon a motion by Councilman Caruso, seconded by Councilman Fawbush, and passed by unanimous vote, Council moved to go back into open meeting.

Mayor Mays declared Council back in open meeting.

26244

The Clerk polled each member of Council as to the certification of closed meeting with each answering yes. The Clerk then read A Resolution of the Certification of Closed Meeting. Upon a motion by Councilman Caruso, seconded by Councilman

Fawbush, and passed by the following unanimous vote: YES – Caruso, Fawbush, Roop, Mays, NO – None, ABSENT – Hunnicutt, Council moved to adopt A Resolution of the Certification of Closed Meeting. (Insert)

26245

Mayor Mays opened the floor for nominations to the City of Norton Planning Commission for a four year term which will expire on July 31, 2018.

Councilman Caruso nominated Mr. Robert Isaac to be reappointed to this Commission.

Upon a motion by Councilman Fawbush, seconded by Councilman Roop, and passed by unanimous vote, Council moved that the nominations cease.

26246

Mayor Mays declared Robert Isaac reappointed to the City of Norton Planning Commission for a four year term which will expire on July 31, 2018.

In comments from the City Manager, Mr. Ramey advised that:

He had provided Council members with a copy of the latest Retail Sales Tax Report.

The Ribbon Cutting for the High Knob Tower Project will be Friday, August 22nd at 11:30 a.m. The Reservoir Parking Lot will be used for staging purposes. The City will have two tents and will serve lemonade and cookies, have tourist info available, give away some items, and several businesses will be giving out tee shirts and free rentals on some items. He hopes that if Council members cannot attend this, they will go up as soon as possible and see the improvements from Legion Park to Benges Rock and also notice the new trail signs and gateway sign which the City partnered with the Tourism Committee and NIDA to purchase.

26247

An event is being planned by a citizens group for some additional activities within the City. The first of these is an Arts in the Park and will be held on Saturday, August 30th, from 5:00 p.m. to 10:00 p.m. at the 11th Street Park. All funding for this event is being raised privately. The City will only incur the cost of overtime for labor. The Craig Street Ramblers will perform and there will be a magician, face painting, and Churches selling food, among other things. This group hopes to have multiple events throughout the year.

The annual Virginia Municipal League Conference will be held in Roanoke on October 5th – 7th. Please advise him if you will or will not be attending.

There were no comments from the City Attorney.

26248

In comments from Council:

Councilman Roop extended his thanks to the City Manager on his recognition and thank you letter to the new Social Services Director for the good job she is doing and another to the Seniors Group who sent a letter advising how much they like the new wall being installed on the Safe Routes to Schools Project.

He also referred to a memo from Wise County Administrator, Shannon Scott regarding the working together on the County's Comprehensive Plan.

He stated it was good to see detailed minutes from the Southwest Virginia Tourism Committee.

Councilman Fawbush stated he would like the members of the City's Tourism Committee be recognized at a future meeting for the dedication they have. Mr. Ramey advised they are hard working members.

Councilman Caruso advised the Tourism Committee is doing a good job and that Mr. Ramey and Michele Knox are both doing a great job in working with them. He further stated one thing they would be seeking is the adoption of a Sasquatch resolution.

He appreciates the opportunity to speak, on behalf of the City, at the High Knob Tower Dedication.

The City Manager and he are working on the firing range with the installation of berms and he sees really good things happening there within the next year or so.

He advised the City Manager that he and his wife will be attending the VML Conference.

He advised there is a new initiative to improve and clean up the Guest River.

He has been to the reservoir and walked a new portion of the bike trail. He advised that Shayne Fields had done a great job on this trail. Good things are happening and moving forward.

There being no further business to come before the Council, the meeting was adjourned.

CITY OF NORTON, VIRGINIA

William J. Mays, Mayor

ATTEST:

Clerk

26249



One Comcast Center
Philadelphia, Pennsylvania 19103

6-A

June 17, 2014

The Honorable William Mays
City of Norton
618 VA Ave. N.W.
Norton, VA 24273

Re: Comcast Corporation/Midwest Cable, Inc. Transaction

Dear Mayor Mays:

As you may have read, Comcast Corporation ("Comcast"), the ultimate parent of the entity holding the cable franchise in your community, is divesting its ownership of certain cable systems in connection with its acquisition of Time Warner Cable. Pursuant to an agreement with Charter Communications, Inc. ("Charter"), Comcast will spin off a new, independent company, which will become Midwest Cable, Inc. ("Midwest Cable," currently known as "SpinCo"), a publicly traded company that will be the ultimate owner of your franchise. Upon completion of the transaction, Comcast shareholders (but not Comcast itself) will own approximately two-thirds (2/3) of Midwest Cable, and Charter will own approximately one-third (1/3) of Midwest Cable.

As a preliminary matter, Comcast will undertake certain pro forma internal restructurings, and your cable franchisee will become Midwest Cable of the South, LLC, (still remaining entirely under the ownership and control of Comcast). Immediately thereafter, in connection with the spin-off, your cable franchisee will become an indirect, wholly-owned subsidiary of Midwest Cable.

With over 2.5 million cable customers, Midwest Cable will begin operations as the fifth largest cable television provider in the United States. Moreover, Midwest Cable's strategic regionalized footprint will allow for a focused and efficient delivery of high quality and innovative services to its customers. Midwest Cable will be led by President and CEO Michael Willner, a 40-year cable industry leader and the co-founder and former CEO of Insight Communications. Further, Midwest's Cable's Board of Directors will include leading communications industry executives and innovators, with current Charter Communications CEO Tom Rutledge serving as Board Chairman. In addition, through a services agreement with Charter, Midwest Cable will be able to take advantage of Charter's expertise in technology and provision of services.

If you determine that your consent is *not* required for this transaction to proceed, you need not take any further action. If, however, you believe your consent is necessary, we have provided copies of the Federal Communications Commission's ("FCC") Form 394, other information, and a draft consent resolution to help facilitate the consent process.

- **FCC Form 394.** FCC Form 394 (required copies enclosed) is designed to provide you with the relevant information needed to assess the financial, legal, and technical qualifications of Midwest Cable to be the ultimate parent entity of your cable franchisee.
- **Timing.** According to the FCC's rules, where consent is required, you have a maximum of 120 days from the date you receive this information to review all materials and act upon our request for consent to the transaction. (Please note, your franchise may specify a shorter time frame.)
- **Consent Resolution.** Should you choose to affirmatively consent to the transaction, we have enclosed a draft consent resolution to be used to help expedite the consent process. We would request that a consent resolution, if needed, be placed on your agenda for consideration at your earliest convenience.

We invite you to visit the "Recent Official Transaction Communications" section of <http://corporate.comcast.com/twctransaction/official-filings-together> for additional information about the transaction. If you have any questions about the FCC Form 394, the consent resolution, or any of the enclosed documents, please give me a call at (215) 286-5585, send an email to klay_fennell@comcast.com, or send a facsimile to (215) 286-8408. You may also contact Mark Brown, Vice President, Government Affairs, at Charter by phone at (202) 621-1900, by email at mark.brown@chartercom.com, or by facsimile at (202) 733-5960.

Sincerely,

A handwritten signature in black ink, appearing to read "Klayton F. Fennell". The signature is written in a cursive, flowing style.

Klayton F. Fennell
Vice President, Government Affairs

Attachment and Enclosures

RESOLUTION NO. _____

CONSENT TO ASSIGNMENT AND CHANGE OF CONTROL

WHEREAS, Comcast of Kentucky/Tennessee/Virginia, LLC ("Franchisee") is the duly authorized holder of a franchise, as amended to date (the "Franchise"), authorizing Franchisee to serve the City of Norton, VA (the "Franchise Authority") and to operate and maintain a cable television system therein; and

WHEREAS, Comcast Corporation ("Comcast") is the ultimate parent company of Franchisee; and

WHEREAS, on April 25, 2014, Comcast and Charter Communications, Inc. ("Charter") entered into the Comcast/Charter Transactions Agreement (the "Agreement"), pursuant to which the Franchisee, through a restructuring under Comcast's ownership, will become Midwest Cable of the South, LLC ("New Franchisee") and immediately thereafter will become a wholly-owned subsidiary of Midwest Cable, Inc. ("Midwest Cable") (the "Transaction"); and

WHEREAS, Franchisee has filed an FCC Form 394 with the Franchise Authority with respect thereto; and

WHEREAS, the Franchise Authority has considered and approves of the Transaction.

NOW, THEREFORE, BE IT RESOLVED BY THE FRANCHISE AUTHORITY AS FOLLOWS:

The foregoing recitals are approved and incorporated herein by reference.

- ① The Franchise Authority consents to the Transaction.
2. The Franchise Authority confirms that the Franchise is valid and outstanding and in full force and effect and there are no defaults under the Franchise. Subject to compliance with the terms of this Resolution, all action necessary to approve the pro forma assignment of the Franchisee and change of control of the New Franchisee to Midwest Cable has been duly and validly taken.
3. Midwest Cable or New Franchisee may (a) assign or transfer its assets, including the Franchise, provided that such assignment or transfer is to an entity directly or indirectly controlling, controlled by or under common control with Midwest Cable; (b) restructure debt or change the ownership interests among existing equity participants in Midwest Cable; (c) pledge or grant a security interest to any lender(s) of Midwest Cable's assets, including, but not limited to, the Franchise, or of interest in Midwest Cable, for purposes of securing any indebtedness; and (d) sell equity interests in Midwest Cable or any of Midwest Cable's affiliates.
- ④ Upon closing of the Transaction, New Franchisee shall remain bound by the lawful terms and conditions of the Franchise.
- ⑤ This Resolution shall be deemed effective upon adoption.

*IF IMPORTANT,
WHY?*

6. This Resolution shall have the force of a continuing agreement with New Franchisee, and the Franchise Authority shall not amend or otherwise alter this Resolution without the consent of New Franchisee and Midwest Cable.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2014.

By: _____

Name: _____

Title: _____

ATTEST:

Clerk

FCC 394
APPLICATION FOR FRANCHISE AUTHORITY
CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL
OF CABLE TELEVISION FRANCHISE

SECTION I. GENERAL INFORMATION

FOR FRANCHISE AUTHORITY USE ONLY

DATE June 17, 2014	1. Community Unit Identification Number: VA0003
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2. Application for: Assignment of Franchise Transfer of Control

3. Franchising Authority: City of Norton, VA

4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located:
Norton, VA

5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area: N/A

6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee: As soon as reasonably practicable after all regulatory approvals.

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application. Exhibit No. N/A

PART I - TRANSFEROR/ASSIGNOR

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first) Comcast Corporation			
Assumed name used for doing business (if any) Comcast			
Mailing street address or P.O. Box One Comcast Center			
City Philadelphia	State PA	ZIP Code 19103	Telephone No. (include area code) 215-286-1700

2. (a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted). Exhibit No. 1

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee? Yes No

If No, explain in an Exhibit. Exhibit No. See Exhibit 1

PART II - TRANSFEREE/ASSIGNEE

1. (a) Indicate the name, mailing address, and telephone number of the transferee/assignee.

Legal name of Transferee/Assignee (if individual, list last name first) Midwest Cable, LLC\Inc. (Midwest Cable, LLC will convert from an LLC to Inc. prior to closing)			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box One Comcast Center			
City Philadelphia	State PA	ZIP Code 19103	Telephone No. (include area code) 215-286-1700

(b) Indicate the name, mailing address, and telephone number of person to contact, if other than transferee/assignee.

Name of contact person (list last name first) Klayton F. Fennell (klay_fennell@comcast.com)			
Firm or company name (if any) Comcast Cable Communications, LLC			
Mailing street address or P.O. Box One Comcast Center			
City Philadelphia	State PA	ZIP Code 19103	Telephone No. (include area code) 215 286-5585 (voice) 215-286-8408

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No. N/A

(d) Indicate the address where the system's records will be maintained.

Street address Regional or area office as appropriate.		
City	State	ZIP Code

2. Indicate on an attached exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

Exhibit No. 2

SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is:

Corporation

a. Jurisdiction of incorporation: Delaware	d. Name and address of registered agent in jurisdiction: The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19801
b. Date of incorporation: May 27, 2014	
c. For profit or not-for-profit: For profit	

Limited Partnership

a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:
b. Date of formation:	

General Partnership

a. Jurisdiction whose laws govern formation:	b. Date of formation:
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Individual

Other. Describe in an Exhibit.

Exhibit No. N/A

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully- the lettered items below refer to corresponding lines in the following table.)

- (a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers, next, then directors and, thereafter, remaining stockholders and/or partners.
- (b) Citizenship.
- (c) Relationship to the transferee/assignee (e.g., officer, director, etc.).
- (d) Number of shares or nature of partnership interest.
- (e) Number of votes.
- (f) Percentage of votes.

(a)	See Exhibit 3	
(b)		
(c)		
(d)		
(e)		
(f)		

3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates?

Yes No

If the answer is No, explain in an Exhibit.

Exhibit No.
4

4. Has the transferee/assignee had any interest in or in connection with an applicant which has been dismissed or denied by any franchise authority?

Yes No

If the answer if Yes, describe circumstances in an Exhibit.

Exhibit No.

5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authorization (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another government unit; or employment discrimination?

Yes No

If the answer is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition of such proceeding.

Exhibit No.
N/A

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

Yes No

If Yes, provide particulars in an Exhibit.

Exhibit No.
5

7. Do documents, instruments, agreements or understandings for the pledge of stock of the transferee/assignee, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to federal, state or local law or pursuant to the terms of the franchise agreement will be obtained?

Yes No

If No, attach as an Exhibit a full explanation.

N/A

Exhibit No.
N/A

SECTION III. TRANSFEREE'S/ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months.

Yes No

2. Attach as an Exhibit the most recent financial statements, prepared in accordance with generally accepted accounting principles, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents to the extent permissible under local law.

Exhibit No.
6

SECTION IV. TRANSFEREE'S/ASSIGNEE'S TECHNICAL QUALIFICATIONS

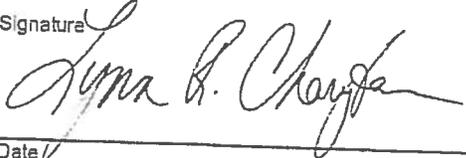
Set forth in an Exhibit a narrative account of the transferee's/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/assignee may, but need not, list a representative sample of cable system currently or formerly owned or operated.

Exhibit No.
7

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

All the statements made in the application and attached exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date June 17, 2014
	Print full name Lynn R. Charytan
Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer (Indicate Title) <input type="checkbox"/> Other. Explain: Senior Vice President, Legal Regulatory Affairs and Senior Deputy Counsel	

Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certifies that he/she:

- (a) Has a current copy of the FCC's Rules governing cable television systems.
- (b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date June 17, 2014
	Print full name Art Block
Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer (Indicate Title) <input type="checkbox"/> Other. Explain: Senior Vice President and Secretary of Midwest Cable, LLC	

EXHIBIT 1

Comcast Corporation ("Comcast") and Charter Communications, Inc. ("Charter") have entered into the Comcast/Charter Transactions Agreement, dated as of April 25, 2014 (the "Agreement"), whereby, contingent upon and following the consummation of Comcast's pending acquisition of Time Warner Cable Inc. ("TWC"), three separate transactions will occur impacting the ownership of certain cable systems currently owned by Comcast, TWC, and Charter (the "Transactions"):

- (1) Comcast will sell TWC systems serving approximately 1.5 million customers to Charter.
- (2) Charter and Comcast will exchange cable systems and related assets serving approximately 1.5 million TWC customers and 1.6 million Charter customers.
- (3) Comcast will spin off a new, independent company that will become Midwest Cable, Inc., currently known as "SpinCo," and will operate systems serving approximately 2.5 million current Comcast customers.

Your cable franchisee is included in the third Transaction.

Pursuant to the Agreement, Comcast will transfer control of the cable franchisee subject to this Form 394, as part of its divestiture of cable systems to Midwest Cable, Inc. ("Midwest Cable").¹ After consummation of the Transactions, Comcast will have no ownership interest in Midwest Cable. Charter will form a new holding company ("New Charter") that will obtain an approximate 33 percent stake in Midwest Cable. Comcast shareholders, including former TWC shareholders, are expected to own in the aggregate the remaining approximate 67 percent stake in Midwest Cable. Midwest Cable will be a publicly-traded company.

As a preliminary matter, the current Comcast cable franchisee entity may change pursuant to an internal Comcast pro forma restructuring or corporate conversion (still remaining entirely under the ownership and control of Comcast). Immediately thereafter, the cable franchisee will become an indirect, wholly-owned subsidiary of Midwest Cable.

A copy of the Agreement as filed with the Securities and Exchange Commission (Form 8-K) is available at <http://corporate.comcast.com/twctransaction/official-filings-together-under-Official-Filings>. Four documents (including two programming agreements) have been omitted, as they are not necessary in order to understand the terms of the Agreement or contain confidential trade, business, pricing or marketing data, or other data not otherwise publicly available. In addition, Comcast Corporation filed a Securities

¹ Midwest Cable initially will be a Delaware limited liability company, but will convert to a corporation, as a matter of right under Delaware law. Midwest Cable may also implement a name change once the Transactions have closed.

and Exchange Commission Form S-4A Registration Statement on May 23, 2014. A copy is available at <http://corporate.comcast.com/twctransaction/official-filings-together> under "Official Filings." Hard copies of either document will be provided upon request.

The Agreement contains all material terms of the Transactions and is fully binding on the parties. Pursuant to the Agreement, the parties have agreed to enter into additional documentation that is intended to implement the previously negotiated Agreement and is not intended to add or to alter material terms.

EXHIBIT 2

Midwest Cable, Inc. ("Midwest Cable") will be the indirect parent company of the legal entity holding the franchise for the cable system that is the subject of this Form 394. Midwest Cable and the legal entity holding the franchise for the cable system that is the subject of this Form 394 have no current plans to change the terms and conditions of service or operations of the system. The cable system will be operated pursuant to the terms of the franchise agreement and applicable law after the consummation of the proposed transaction. Midwest Cable and the legal entity holding the franchise for the cable system that is the subject of this Form 394 reserve the right to make service and operational changes in accordance with the terms of the franchise agreement and applicable law.

EXHIBIT 3

As part of the transaction underlying this Form 394 filing, a newly formed entity, Midwest Cable, Inc. ("Midwest Cable") will become an independent, publicly-traded corporation. At the time that Comcast Corporation spins off Midwest Cable, no individual or entity will hold a 5% or greater voting interest in Midwest Cable, other than Charter Communications, Inc. ("Charter"). Charter, through a wholly owned subsidiary, will own approximately one-third (1/3) of the equity and voting shares of Midwest Cable.

At this time, the following have been identified as officers and directors of Midwest Cable after the close of the transaction:

	Title
Michael S. Willner	President Chief Executive Officer
Matthew Siegel	Chief Financial Officer
Rick D'Avino	Director
James Chiddix	Director
Gregory L. Doody	Director
Jill Greenthal	Director
Dennis S. Hersch	Director
Wendell F. Holland	Director
Gregory Maffei	Director
Thomas M. Rutledge	Director Chairman of the Board of Directors
Christopher L. Winfrey	Director

The initial business address for all officers and directors will be 1 Comcast Center, Philadelphia, PA 19103. It is anticipated that a different business address will be established by the close of the transaction.

EXHIBIT 4

Midwest Cable, Inc., a Delaware corporation, as of the effective time of the closing, will be the indirect parent company of the legal entity holding the franchise (the "Franchisee"). To the extent required by applicable law, the Franchisee is and, after the closing of this transaction will continue to be, duly qualified to transact business in the State or Commonwealth in which this system is operated.

EXHIBIT 5

After the close of the transaction that is the subject of this Form 394 filing, Midwest Cable, Inc. ("Midwest Cable") will become an independent, publicly traded corporation. Approximately two-thirds (2/3) of the equity and voting shares of Midwest Cable will be held by Comcast Corporation ("Comcast") shareholders (including former TWC shareholders). Charter Communications, Inc. ("Charter") will own approximately one-third (1/3) of the equity and voting shares of Midwest Cable, no other individual or entity will hold a 5% or greater voting interest in Midwest Cable.

Comcast itself will not own shares in Charter or Midwest Cable following the close of the Transaction, and will be prohibited, for the first eight years thereafter, from owning more than 1 percent of Midwest Cable's shares. Charter will be prohibited from increasing its stake in Midwest Cable for the first two years following the closing of the spin-off and, absent approval from Midwest Cable's independent directors or its non-Charter shareholders, from owning more than 49 percent of Midwest Cable for the first four years following the closing of the Transaction.

EXHIBIT 6

As set forth in Exhibit 1 to this Form 394, Comcast will spin-off a new independent public company, Midwest Cable, Inc., currently known as "SpinCo." The SpinCo unaudited pro forma financial information submitted in this exhibit is provided to give effect to the spin-off of cable systems serving approximately 2.5 million current Comcast subscribers into the newly formed public entity. The SpinCo unaudited pro forma financial information provided in this Exhibit includes: (1) an Unaudited Pro forma Condensed Combined Balance Sheet as of March 31, 2014; (2) an Unaudited Pro Forma Condensed Combined Statement of Income for the three months ended March 31, 2014; (3) an Unaudited Pro Forma Condensed Combined Statement of Income for the year ended December 31, 2013; and (4) the Notes to the Unaudited Pro Forma Information.

The Unaudited Pro Forma Condensed Combined Balance Sheet and Statements of Income should be read in concert with the Notes provided, and with the basic understanding that the SpinCo unaudited pro forma financial information is based upon the subject cable systems' past integrated operation with Comcast. Notwithstanding, there are certain fundamental financial factors that should be highlighted from the unaudited pro forma financial information and accompanying Notes:

- Midwest Cable's assets will include cable systems serving approximately 2.5 million video customers.
- The estimated enterprise value of the cable systems to be spun-off to Midwest Cable is \$14.7 billion.
- The 2013 annual revenue in the unaudited pro forma financial information for the systems to be spun off to Midwest Cable was over \$4.5 billion.

Attached is the unaudited pro forma financial information and associated Notes referenced above.

SpinCo
Unaudited Pro Forma Financial Information
As of and for the Three Months Ended March 31, 2014 and
for the Twelve Months Ended December 31, 2013

SpinCo
Unaudited Pro Forma Condensed Combined Balance Sheet
As of March 31, 2014

(in millions)	Comcast Cable Systems in Spin-Off Transaction	SpinCo Indebtedness	Combined SpinCo
Assets			
Current Assets:			
Cash and cash equivalents	\$ -	\$ 600	\$ 600
Receivables, net	152	-	152
Other current assets	27	-	27
Total current assets	179	600	779
Property and equipment, net	1,957	-	1,957
Franchise rights	6,231	-	6,231
Goodwill	1,391	-	1,391
Other intangible assets, net	90	-	90
Other noncurrent assets, net	7	-	7
Total assets	\$ 9,855	\$ 600	\$ 10,455
Liabilities and Equity			
Current Liabilities:			
Accounts payable and accrued expenses related to trade creditors	\$ 294	\$ -	\$ 294
Deferred revenue	3	-	3
Accrued expenses and other current liabilities	204	-	204
Total current liabilities	501	-	501
Long-term debt, less current portion	-	8,800	8,800
Deferred income taxes	3,053	-	3,053
Other noncurrent liabilities	34	-	34
Equity	6,267	(8,200)	(1,933)
Total liabilities and equity	\$ 9,855	\$ 600	\$ 10,455

SpinCo
Unaudited Pro Forma Condensed Combined Statement of Income
For the Three Months ended March 31, 2014

(in millions)	Comcast Cable Systems in Spin-Off Transaction	SpinCo Indebtedness	Combined SpinCo
Revenue	\$ 1,134	\$ -	\$ 1,134
Cost and Expenses:			
Programming and production	258	-	258
Other operating and administrative	278	-	278
Advertising, marketing and promotion	54	-	54
Depreciation	130	-	130
Amortization	7	-	7
	<u>727</u>	<u>-</u>	<u>727</u>
Operating income	407	-	407
Other Income (Expense):			
Interest Expense	-	(121)	(121)
	<u>-</u>	<u>(121)</u>	<u>(121)</u>
Income before income taxes	407	(121)	286
Income tax (expense) benefit	(159)	47	(112)
Net Income	<u>\$ 248</u>	<u>\$ (74)</u>	<u>\$ 174</u>

SpinCo
 Unaudited Pro Forma Condensed Combined Statement of Income
 For the Year ended December 31, 2013

(in millions)	Comcast Cable Systems in Spin-Off Transaction	SpinCo Indebtedness	Combined SpinCo
Revenue	\$ 4,557	\$ -	\$ 4,557
Cost and Expenses:			
Programming and production	971	-	971
Other operating and administrative	1,152	-	1,152
Advertising, marketing and promotion	241	-	241
Depreciation	518	-	518
Amortization	34	-	34
	2,916	-	2,916
Operating income	1,641	-	1,641
Other Income (Expense):			
Interest Expense	(1)	(484)	(485)
	(1)	(484)	(485)
Income before income taxes	1,640	(484)	1,156
Income tax expense	(640)	189	(451)
Net Income	\$ 1,000	\$ (295)	\$ 705

SpinCo
Notes to Unaudited Pro Forma Financial Information

Note 1. Basis of Presentation

The unaudited pro forma financial information is provided to give effect to a spin-off of cable systems serving approximately 2.5 million Comcast Corporation ("Comcast") subscribers (the "spin-off transaction") into a newly formed public entity ("SpinCo"). The Unaudited Pro Forma Condensed Combined Balance Sheets are presented as if the spin-off transaction had occurred on March 31, 2014. The Unaudited Pro Forma Condensed Combined Statements of Income for the three months ended March 31, 2014 and the year ended December 31, 2013 are presented as if the spin-off transaction had occurred on January 1, 2013, the beginning of the earliest period presented. The unaudited pro forma financial information has been developed from and should be read in conjunction with the Comcast unaudited interim condensed consolidated financial statements contained in the Comcast Quarterly Report on Form 10-Q for the three months ended March 31, 2014, and the Comcast audited consolidated financial statements contained in the Comcast 2013 Annual Report on Form 10-K, as well as the unaudited pro forma financial information included in the Comcast Corporation Registration Statement on Form S-4/A filed with the Securities and Exchange Commission on May 23, 2014 and the assumptions and adjustments set forth in the explanatory notes contained therein. These filings are available at www.cmcsa.com under "Financials." The spin-off transaction is presented from the historical perspective of Comcast and the unaudited pro forma financial information may not be indicative of how this business would operate as a stand-alone entity.

The unaudited financial information for the SpinCo cable systems is integrated with Comcast and is not for a stand-alone entity. The unaudited pro forma financial information reflects the preliminary allocations of assets, liabilities, revenue and expenses directly attributable to these cable systems, as well as certain other preliminary allocations deemed reasonable by management, to present the unaudited pro forma financial information. The financial information does not include costs associated with shared facilities (e.g., corporate headquarters and related administrative overhead allocations). Accordingly, the financial information in these columns does not fully reflect the financial position or results of operations as if these cable systems were stand-alone entities for the periods presented. The preliminary estimate of the amount of such costs to be allocated to the Comcast cable systems in the spin-off transaction is \$245 million for the year ended December 31, 2013.

The unaudited pro forma financial information is provided for illustrative purposes only and is based on available information and assumptions that Comcast believes are reasonable.

Note 2. The Charter Divestiture Transactions

The Charter divestiture transactions consist of the following three transactions: (1) the spin-

off transaction, (2) an exchange of cable systems serving approximately 1.5 million TWC subscribers for cable systems serving approximately 1.7 million Charter subscribers (the "exchange transaction"), and (3) a sale to Charter of cable systems serving approximately 1.5 million TWC subscribers for cash (the "sale transaction"). In connection with the spin-off transaction, Comcast will form SpinCo, which will hold and operate cable systems currently serving approximately 2.5 million Comcast subscribers.

Under the terms of the Comcast/Charter Transactions Agreement, the value for the spin-off transaction will be based on 7.125 times of the divested systems' Carveout 2014 EBITDA (as defined in the Comcast/Charter Transactions Agreement). This would equate to an enterprise value estimated to be \$14.7 billion. The Carveout 2014 EBITDA was estimated using the 2013 results of the cable systems included in this unaudited pro forma financial information, adjusted for overhead allocations (as defined in the Comcast/Charter Transactions Agreement), and applying a 2014 growth rate to the 2013 amounts. The 5.10% growth rate used is based on Wall Street research consensus estimates for 2014 EBITDA for Comcast's Cable Communications segment.

EXHIBIT 7

Midwest Cable will begin operations with approximately 2.5 million video customers, making it the fifth largest cable provider in the United States. The company will be serving areas concentrated in the Midwest and Southeast. This strategic regional footprint should provide significant operational and technical advantages allowing Midwest Cable to offer focused and efficient service delivery and to fine-tune its operations to reflect distinctive regional considerations. The regionalized footprint should also foster operational and marketing efficiencies that will benefit Midwest Cable customers.

The company and its customers will also benefit significantly from the advanced network architecture that Comcast has deployed in recent years throughout the systems that Midwest Cable will own and operate. As a result, each future Midwest Cable system has been transitioned to an all-digital delivery platform. Further, each future Midwest Cable system has implemented a DOCSIS 3.0 data platform -- allowing Midwest Cable to offer some of the industry's fastest broadband speeds.

Immediately after the closing of the transaction, Comcast will provide some temporary transitional operational services that will allow current Comcast customers to experience a seamless transition to Midwest Cable's ownership and operation of the cable systems. In order to ensure continued high quality operation, existing Comcast field personnel, who have successfully operated these systems in the past, will join Midwest Cable. Further, through a Services Agreement with Charter Communications, Midwest Cable will be able to take advantage of Charter's established expertise in technology and operations, thereby enhancing Midwest Cable's ability to provide excellent products and services to its customers.

In addition to technology resources, the Charter Services Agreement will provide for certain customer-facing functions such as marketing, sales, billing and collections, and customer care. Once Charter implements these operational system services, certain of Midwest Cable's products and services may even be co-branded with Charter. The Charter Services Agreement clearly will enable Midwest Cable to benefit from Charter's experience, scale, and regional concentration. In exchange for the ability to use any and all services set forth in the Services Agreement, Midwest Cable will make quarterly payments equal to 4.25 percent of Midwest Cable's quarterly gross revenues. Of course, all system operational services provided by Charter will be subject to the overall supervision of Midwest Cable's independent executive management team and its independent Board of Directors.

Midwest Cable's leadership team will be comprised of cable and communications industry veterans and innovators. Michael Willner, a forty-year cable industry veteran and the co-founder and former CEO of Insight Communications will serve as President and CEO of Midwest Cable. Additionally, Matthew Siegel, who has held senior executive financial positions at both Time Warner Cable Inc. and Insight Communications, will serve as the Chief Financial Officer of Midwest Cable. Tom Rutledge, President and CEO of

Charter Communications, will serve as the Chairman of Midwest Cable's Board of Directors. Mr. Rutledge will be joined on the Board by a team of communication industry leaders, including Rick D'Avino, James Chiddix, Greg Doody, Jill Greenthal, Dennis S. Hersch, Wendell F. Holland, Gregory Maffei, and Christopher L. Winfrey. Attached hereto are the press releases announcing Mr. Willner as President and CEO, and Mr. Siegel as CFO of Midwest Cable, as well as biographies of the Midwest Cable Board members. Together, this management team will shepherd Midwest Cable's delivery of high quality, advanced services, and establish a reputation for top flight system operations and customer care.



Cable Industry Veteran Michael Willner Agrees to Serve as President and CEO of "SpinCo"

Stamford, CT and Philadelphia, PA – May 15, 2014 – Charter Communications, Inc. (Nasdaq: CHTR) and Comcast Corporation (Nasdaq: CMCSA, CMCSK) today announced that former Insight Communications, Inc. co-founder and CEO and 40-year cable industry veteran Michael S. Willner has agreed to serve as President and Chief Executive Officer of "SpinCo," the new cable company that will be spun off from Comcast upon completion of the Comcast – Time Warner Cable merger and the Comcast – Charter transactions. Willner will oversee the operations of SpinCo, which will serve approximately 2.5 million customers in Alabama, Indiana, Kentucky, Michigan, Minnesota, Tennessee and Wisconsin.

SpinCo will have a nine-member board of directors, three of whom will be appointed by Charter, including Charter President and CEO, Tom Rutledge, who will serve as the non-executive Chairman of the Board. Comcast will appoint three of the remaining six members of the board and will select three more from a list provided by Charter. These six board members will be independent of both Charter and Comcast. In addition, Charter will have a services agreement with SpinCo, which will help both companies achieve greater scale and regional efficiencies.

"A skilled operator with an impressive track record of success, Michael has been a pillar of leadership and an active ambassador for the Industry," said Tom Rutledge, President and CEO of Charter. "Michael's expertise, strategic vision, and knowledge from his years at Insight will be invaluable to the customers, employees and shareholders of SpinCo. Having him on board now – and leading the new business post-transaction – will be extremely advantageous."

"Michael is an excellent leader and the perfect choice to be at the helm of this new company," said Brian L. Roberts, Chairman and CEO of Comcast. "His deep knowledge of the cable business, combined with his experience and focus on technology, will enable him to drive growth and product innovation for customers and position SpinCo as a competitor in the industry."

"I am excited to assemble and lead a new team of executives who will be exclusively focused on creating a great company with terrific products and excellent customer service," said Willner. "I am honored to take on this task and look forward to working with Tom and his team at Charter, as well as the strong teams in place within these systems and the other MSOs and suppliers in the industry."

Willner was a co-founder and CEO of Insight Communications from 1985 through 2012, when Insight was sold to Time Warner Cable. Under Willner's leadership, Insight Communications became one of the most highly regarded operating companies in the industry. He began his career

in 1974 at Vision Cable Communications, a division of Advanced Publications and a part of the Newhouse family's media investments, where he rose to become the Chief Operating Officer. Willner currently serves as President and CEO of privately-held Penthera Partners, a software licensing company focused on cloud-to-mobile technology. He will remain involved with that company as a member of its board.

Willner twice served as Chairman of the National Cable and Telecommunications Association (NCTA), the industry's principal trade association. In addition, he was Chairman of the NCTA's political action committee (CablePAC) from 2000 until 2012, Chairman of the Board of the Cable Center from 2007 through 2011, was on the executive committee of CableLabs, and the boards of C-SPAN and the Walter Kaitz Foundation. Willner is a recipient of the NCTA's 2004 Vanguard Award for Distinguished Leadership and a member of both the Broadcasting and Cable Hall of Fame and the Cable Hall of Fame.

Willner graduated from Boston University's College of Communications in 1974.



MATTHEW SIEGEL NAMED CHIEF FINANCIAL OFFICER OF "SPINCO"

Stamford, CT and Philadelphia, PA – June 16, 2014 – Charter Communications, Inc. (Nasdaq: CHTR) and Comcast Corporation (Nasdaq: CMCSA, CMCSK) today announced that current Time Warner Cable SVP and Treasurer Matthew Siegel will serve as Chief Financial Officer of "SpinCo," the new cable company that will be spun off from Comcast upon completion of the Comcast – Time Warner Cable merger and the Comcast – Charter transactions. Siegel will continue to serve as Time Warner Cable SVP and Treasurer until the closing of the Comcast – Time Warner Cable merger.

"Matt's background, expertise in finance and knowledge of the cable industry make him a natural choice to serve as SpinCo CFO," said Michael Willner, who will serve as SpinCo CEO. "I have known Matt for many years and he is the ideal leader to oversee the financial operations of the new company. I look forward to working with him again."

In his current role as SVP and Treasurer at Time Warner Cable, Siegel oversees the Treasury functions, Investment Management, Real Estate, Risk Management and the company's Supply Chain Management. He joined Time Warner Cable in 2008 from Time Warner Inc., where he was Vice President and Assistant Treasurer. Prior to joining Time Warner Inc. in 2001, he served as Senior Vice President of Finance and Treasurer of Insight Communications.

"I am looking forward to working with Michael and the Board to build SpinCo into a great company," said Siegel. "My responsibilities at Time Warner Cable will continue to be my primary focus through the close of the transaction, after which I look forward to the work to be done at SpinCo."

Siegel graduated from the Wharton School at the University of Pennsylvania with a B.S. in Economics and earned his MBA from the University of Chicago's Graduate School of Business. He currently lives in Westport, CT with his wife and two children.

Executive Biographies for Members of Midwest Cable's Board of Directors

- **Rick D'Avino** joined General Atlantic in 2014 and works closely with the Resources Group, investment teams and portfolio companies on all matters related to taxes. Mr. D'Avino served as Vice President and Senior Tax Counsel of the General Electric Company from 1991 through 2013. He was on the Boards of Directors of GE Capital Corporation and GE Capital Services, and of GE SeaCo, a joint venture between GE and Sea Containers Ltd. Prior to GE, Mr. D'Avino was a tax partner at King & Spalding, and served as an Attorney-Advisor and the Deputy Tax Legislative Counsel in the U.S. Treasury Department.
- **James Chiddix** has spent a career of 35 years in the cable industry, including senior roles at both major service providers and equipment suppliers. He was the Chairman and Chief Executive Officer of OpenTV Corporation prior to his retirement in 2007, having served in this position from March 2004 until April 2007. From 2007 to 2009, he served as the Vice-Chairman of the Board of OpenTV. Prior to 2004, his previous roles included President at MystroTV (a division of Time Warner) and Chief Technology Officer and Senior Vice President, Engineering and Technology at Time Warner Cable. Mr. Chiddix has served as a director of Arris Group, Inc. since July 2009, and of Magnum Semiconductor Inc. since October 2010. Mr. Chiddix previously served on the boards of Virgin Media Inc., Symmetricom Inc., Dycor Industries Inc., and Vyyo Inc. Mr. Chiddix attended the School of Electrical Engineering at Cornell University.
- **Gregory L. Doody** became Senior Vice President, Business Affairs for Vineyard Brands in January 2014. He previously served as Executive Vice President, Programming and Legal Affairs for Charter Communications, a position to which he was appointed in January 2011 after having previously served as Executive Vice President and General Counsel since December 1, 2009. He also served as Charter's Chief Restructuring Officer and Senior Counsel in connection with its Chapter 11 proceedings after being appointed on March 25, 2009. Prior to coming to work for Charter, Mr. Doody served as Executive Vice President, General Counsel, and Secretary of Calpine Corporation from July 2006 through August 2008. From July 2003 through July 2006, Mr. Doody held various positions at HealthSouth Corporation, including Executive Vice President, General Counsel, and Secretary. Mr. Doody served as an executive officer of Charter during the pendency of its Chapter 11 cases in 2009. Mr. Doody earned a J.D. degree from Emory University School of Law and received a bachelor's degree in management from Tulane University. Mr. Doody is a certified public accountant.
- **Jill A. Greenthal** is a Senior Advisor in the Private Equity Group at The Blackstone Group L.P. Before joining Blackstone in 2003, Ms. Greenthal was Co-Head of the Global Media Group, Co-Head of the Boston Office and a member of the Executive

Board of Investment Banking at Credit Suisse First Boston. Ms. Greenthal was also Co-Head of the Boston office of Donaldson, Lufkin & Jenrette, before its acquisition by CSFB. Prior to joining DLJ, she was Head of the Media Group at Lehman Brothers. Ms. Greenthal has advised and financed media companies for over 20 years, having worked in all sectors of the business. Ms. Greenthal graduated as a member of The Academy from Simmons College and received an MBA from Harvard Business School. Ms. Greenthal is on the Board of Directors of Akamai Technologies, Michaels Stores, Inc., The Weather Channel and Houghton Mifflin Harcourt. Ms. Greenthal is also a member of the Women's Executive Council of Dana-Farber Cancer Institute and a Trustee of The James Beard Foundation, Simmons College and Overseer of the Museum of Fine Arts in Boston.

- **Dennis S. Hersch** is President of N.A. Property, Inc., through which he acts as a business advisor to Mr. and Mrs. Wexner, and has done so since February 2008. He also serves as a trustee of several trusts established by Mr. and Mrs. Wexner. He was a Managing Director of J.P. Morgan Securities Inc., an investment bank, from December 2005 through January 2008, where he served as the Global Chairman of its Mergers & Acquisitions Department. Mr. Hersch was a partner of Davis Polk & Wardwell LLP, a New York law firm, from 1978 until December 2005. Mr. Hersch has served as a director at Sprout Foods, Inc., a producer of organic baby food, since 2009. Mr. Hersch also served as a director of NBCUniversal Enterprise, Inc., a subsidiary of Comcast Corporation from 2013 to May 2014, and Clearwire Corporation, a wireless, high-speed Internet service provider, from November 2008 to 2013.
- **Wendell F. Holland** served as Chairman of the Pennsylvania Public Utilities Commission and as Treasurer of the National Association of Regulatory Utility Commissioners (NARUC), in addition to serving on NARUC's Executive Committee, its Board of Directors, and as Chairman of its Audit and Investment committees. He is an attorney in private practice. Mr. Holland has organized and participated in several international programs relating to regulatory reform and energy sustainability. He has represented clients and advised governments on utility matters in more than 25 countries. Between his terms as PUC Chairman, Mr. Holland was Of Counsel at Obermayer Rebmann Maxwell & Hippel LLP from 1999 to 2003; Vice President of American Water Works Company from 1996 to 1999, and a Partner at Leboeuf Lamb Greene and Macrae LLP from 1993 to 1995, and at Saul Ewing LLP from 2009 to 2013. Mr. Holland holds a B.S. from Fordham University and a J.D. from the Rutgers University School of Law, Camden.
- **Gregory Maffei** is the President and CEO and a director of Liberty Media Corporation and Liberty Interactive Corporation. Liberty Media owns interests in a broad range of media, communications and entertainment businesses, including SiriusXM, Charter Communications, Live Nation Entertainment and the Atlanta Braves. Liberty Interactive has interests in digital commerce businesses, including TripAdvisor, QVC, Provide Commerce, Backcountry.com, Bodybuilding.com, CommerceHub, BuySeasons, Evite, Expedia, Tree.com, Interval Leisure Group, and HSN. Liberty's

stocks have significantly outperformed the major stock indices and comparable companies under his tenure. Mr. Maffei also serves as Chairman of the Liberty-related companies Live Nation Entertainment, SiriusXM, Starz and TripAdvisor, and as a director of Charter Communications and Zillow. Prior to his joining Liberty in 2005, Mr. Maffei served as President and CFO of Oracle, Chairman, President and CEO of 360networks, CFO of Microsoft and Chairman of the Board of Expedia. Additionally, he has served as a director of Barnes & Noble, Citrix, DIRECTV, Dorling Kindersley, Electronic Arts and Starbucks Coffee. He has an MBA from Harvard Business School, where he was a Baker Scholar, and an AB from Dartmouth College.

- **Thomas M. Rutledge** was appointed as a director and President and Chief Executive Officer of Charter Communications effective on February 13, 2012. A 34 year cable industry veteran, Mr. Rutledge served as Chief Operating Officer of Cablevision from April 2004 until December 2011 and previously served as president of Time Warner Cable. He began his career in 1977 at American Television and Communications (“ATC”), a predecessor company of Time Warner Cable. Mr. Rutledge currently serves on the board of the National Cable and Telecommunications Association (“NCTA”). He served as Chairman of the NCTA from 2008 to 2010 and currently serves on the boards of CableLabs, C-SPAN, and the Cable & Telecommunications Association for Marketing (“CTAM”) Educational Foundation. In 2011, Mr. Rutledge received NCTA’s Vanguard Award for Distinguished Leadership, the cable industry’s highest honor. He is a member of the Cable Hall of Fame and was inducted into the Broadcasting and Cable Hall of Fame in 2011. He received a B.A. in economics from California University in California, Pennsylvania in 1977.
- **Christopher L. Winfrey** joined Charter Communications as Executive Vice President and Chief Financial Officer on November 1, 2010. Mr. Winfrey is responsible for all of Charter’s financial functions, including accounting, financial planning and analysis, tax and treasury, mergers and acquisitions, capital structure activities, and investor relations. He also directs Charter’s supply chain management, facilities, revenue assurance, and business intelligence teams. Prior to joining Charter, Mr. Winfrey served as Chief Financial Officer and Managing Director of Unitymedia GmbH, Germany’s second-largest provider of media and communications services via broadband cable, from March 2006 through October 2010. Mr. Winfrey was also appointed Managing Director of Unitymedia Management GmbH, Unitymedia Hessen Verwaltung GmbH, and Unitymedia NRW GmbH in March 2006 and arena Sport Rechte und Marketing GmbH in April 2008. He has held leadership and finance positions with Cablecom and NTL Europe, assuming a key role in the operational turnaround, triple-play services rollout, and capital markets development at these companies over the last decade. Mr. Winfrey graduated from the University of Florida, with a B.S. degree in Accounting. He also received his M.B.A. from the University of Florida.



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SHARE

mission and vision

The Access Fund is the national advocacy organization that keeps U.S. climbing areas open and conserves the climbing environment. Founded in 1991, the Access Fund supports and represents over 2.3 million climbers nationwide in all forms of climbing: rock, ice, mountaineering, and bouldering.

Six core programs support the mission on national and local levels

- Climbing management policy
- Local support & mobilization
- Stewardship & conservation
- Land acquisition & protection
- Risk management & landowner support
- Education

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The Access Fund • P.O. Box 17010 • Boulder, Colorado 80308 • 303.545.5772 • 303.545.6774 (Fax)
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WHAT WE DO

Home > What We Do > Climbing management policy



Climbing management policy

Where we stand

Intro to climbing impacts

Climbing Management

Climbing Access Toolbox

National and Local Policy

Local support and mobilization

Stewardship and conservation

Land acquisition & protection

Risk management & landowner support

Education

Current Campaigns

climbing management policy

The Access Fund works with federal, state and local officials; local climbing organizations; and land managers to develop and guide climbing management policies for public and private lands.

On a national level, this work includes advocating for climbing issues in the District of Columbia (DC). When there is a state or national policy issue that will have direct impact on the climbing community, the Access Fund actively lobbies our legislators toward a mutually agreeable policy. However, the majority of our national work is developing and maintaining relationships with policy makers in order to consistently keep the interests of climbers on their agenda.

On a local level, this work includes guidance for both local climbing organizations and land managers/owners on climbing issues that directly impact their land. In areas where there is a local climbing organization in place, the Access Fund will work with the locals, providing them with legal and national policy expertise to empower them to develop climbing management strategies that are best suited for their area. In areas where there is no local climbing organization, the Access Fund represents climbers' interests during the planning process, helping land managers/owners to formulate policies and reduce impacts and liability.

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**MEMORANDA OF
UNDERSTANDING:
How MOUs with Land Managers
Can Assist Climbing Activists**



This document explains what memoranda of understanding (MOU) are and why they can be valuable tools for local climbing advocacy organizations. Furthermore, this work outlines the Access Fund's MOU with the US Forest Service, and how it can assist you to get an MOU with your local land management agency. In the process, this document explains how to produce, propose, and execute a MOU to assist your climbing advocacy organization to ensure the preservation of climbing access and the conservation of the climbing environment.

The Access Fund

The Access Fund is a 501 (c) 3 non-profit advocacy group representing the interests of approximately one million rock climbers and mountaineers in the United States. We are America's largest national climbing organization with over 15,000 members and affiliates. The Access Fund's mission is to keep climbing areas open, and to conserve the climbing environment. Preserving the opportunity to climb and the diversity of the climbing experience are fundamental to our mission. Since 1990, the Access Fund has built an effective climbers' political action program network and grassroots network effectively brings cooperative solutions to national and local climbing issues. Working in cooperation with climbers, other recreational users, public land managers and private land owners, the Access Fund promotes the responsible use and sound management of climbing resources. We encourage an ethic of personal responsibility, self-regulation, strong conservation values and minimum impact practices among climbers. For more information, log onto www.accessfund.org or call (303) 545-6772.

Memoranda of Understanding

A memorandum of understanding is a written non-binding contract-like understanding that frames a cooperative relationship between two or more parties.¹ A MOU works to define the common interests that the parties share, as well as the way they will work together to reach common goals. These documents can cover a range of objectives, from very broad partnership and stewardship responsibilities to very specific applications, such as land acquisition or land management planning consultation for specific issues.

¹ By comparison, a memorandum of agreement (MOA) is typically much more akin to a binding contract whereby both parties have specific obligations and rights that are legally enforceable under the terms of the agreement.

MOUs can represent a significant breakthrough for local climbing organizations in their advocacy work with land management agencies, who, in some cases, may not adequately consider the needs of the climbing community or are simply looking to local climbing activists for information and advice regarding climbing management issues. When climbing activists enter into MOUs with their local land managers, climbers become integral partners in the process of planning, producing and implementing policies that govern local climbing resources.

Why MOUs are Valuable Climbing Advocacy Tools

For you to make a difference regarding how climbing is or will be managed at your local public land crag, you must be involved in the planning process. When land managers initiate management plans that affect specific interest groups, they often look to those groups for advice regarding the specific user impacts, as well as the needs and desires of that group. However, if it is not convenient for land managers to contact that interest group -- or if an active advocacy group representing that interest is not available -- land managers will implement plans without the benefit of receiving input from that user interest. In short, if you're not involved then decisions get made without you, often in ways contrary to your interests. Conversely, if you're at the table when important decisions are made, then it's much more likely that your interests will be accommodated.

If you want to stay climbing or have a say in, for example, fixed anchor policy in your area, an excellent first step (after simply getting to know your land manager) is to enter into a MOU with your local land management agency. MOUs are an effective way for your local climbing advocacy group to (1) be acknowledged as the local experts on climbing management issues and conditions, and (2) be assured participation in the planning process and subsequent implementation of rules or policies affecting climbing.

The Access Fund's MOU with the US Forest Service

On May 15, 2003 the Access Fund and the U.S. Forest Service (USFS) entered into a memorandum of understanding to formalize a cooperative agreement to work at the national, regional and local levels on mutually beneficial programs, projects, training and other activities related to climbing management on USFS lands. After the Bureau of Land Management, the USFS is the second-largest land manager in the United States. This MOU creates an official alliance between the Access Fund and the USFS and provides a formal understanding to work towards common goals. For climbers, it provides a crucial "seat at the table" for any USFS management initiatives involving climbing at the national level. Importantly, this Access Fund-USFS MOU creates a valuable first step for local climbing advocates -- especially those affiliated with the Access Fund -- to propose and establish MOUs with their local USFS forest or district.

This five-year MOU will see the Access Fund and USFS working together on programs, projects and activities that leverage both of their charters and are in the best interests of the public. *The heart of the agreement is the commitment by the Forest Service to encourage its local officials to participate with Access Fund staff, representatives and*

affiliates in the development of mutually beneficial work projects and educational activities. In return, the Access Fund will support educational activities, develop and maintain a nationwide communication network, provide technical assistance to land managers, inform affiliate organizations regarding the USFS programs, and facilitate understanding and communications between climbers and public agencies.

How to Produce, Propose, and Execute a MOU to Assist Your Climbing Advocacy

1. Production of an MOU

Putting together a MOU is not as difficult as you may think. One thing to keep in mind is that unless you have a very specific goal, your MOU doesn't have to be very detailed. Remember, your main goals are (1) to be acknowledged as the local experts on climbing issues/conditions, and (2) to be contacted anytime climbing issues arise or management planning is scheduled. Accordingly, your MOU might have very generalized language (like the Access Fund – USFS MOU). Alternatively, if you have a specific project in mind, such as bolt replacement or working through closures related to special status flora/fauna or cultural resource concerns, then your MOU may need to include more detailed language addressing these particular concerns or management objectives (like the Red River Gorge Climbing Coalition's MOU with the Daniel Boone National Forest).

Don't worry too much about immediately getting your MOU exactly perfect, your "draft" MOU will likely go through several versions before it reaches its final form. To assist you in putting together a draft, see the following examples of MOUs that recreation groups have entered into with land management agencies:

- The Access Fund
(<https://www.accessfund.org/whoweare/mou.html>)
- Red River Gorge Climbers Coalition
(http://www.rrgcc.org/index.php?action=view_article&article_id=1)
- Flatirons Climbing Council
(<http://www.flatironsclimbing.com/docs/FCC-MOU.doc>)
- Wichita Mountains Climbers Coalition
(<http://www.wichitamountains.org/libraryframeset.html>)
- International Mountain Biking Association
(http://imba.com/resources/agencies/acoemou_02.html)
(http://imba.com/resources/agencies/usfs_memo.html)
- American Motorcyclist Association
(<http://www.wildwilderness.org/docs/ama-mou.htm>)

7-B



FS Agreement No. 14-CS-11080812-005
Cooperator Agreement No. _____

NON FUNDED CHALLENGE COST SHARE AGREEMENT
Between The
CITY OF NORTON, VIRGINIA
And The
USDA, FOREST SERVICE
GEORGE WASHINGTON AND JEFFERSON NATIONAL FORESTS
CLINCH RANGER DISTRICT

This NON FUNDED CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the City of Norton, Virginia, hereinafter referred to as "The City of Norton," and the USDA, Forest Service, George Washington and Jefferson National Forests hereinafter referred to as the "U.S. Forest Service," under the authority: Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154-Share).

Background: The City of Norton has come to the Clinch Ranger District and wishes to re-establish the Pick-em Mountain Trail. This trail was approved to be constructed in a Decision Memo signed on February 22, 2002, by District Ranger Orland Olsen. The trail is a 3.3 mile trail that is partly on National Forest System lands and partly on the City of Norton property and ties into the Cities Flag Rock Recreation Area trail system. The trail was built cooperatively in 2002 with the City of Norton by the U.S. Forest Service building the portion of the trail on National Forest lands and the City building the portion of the trail on Norton City Property.

The trail was never put in the Forest Service trail system so it fell into disuse. Recently, the City of Norton has revitalized their Flag Rock Recreation Area trail system and desire to re-establish the Pick-em Mountain trail. A field review of the old trail found it needing little work to re-establish the trail and the City of Norton requested permission to take over management and maintenance.

As there are plans to develop another trail on Pick-em Mountain, it was decided to change the trail name to the Lost Creek trail as this trail crosses Lost Creek and to avoid confusion in the future if the other trail is constructed.

Title: Lost Creek Trail Administration, Management, and Maintenance.

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to administer, manage, and maintain the Lost Creek Trail on lands managed by both the City of Norton and U.S. Forest Service in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.



II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The National Trails System Act of 1968, (the Act) establishes four types of national trails: National Scenic, National Historic, National Recreation, and connecting and side trails. Many of these trails represents the different partnerships among citizens, landowners, trail users, and public agencies at the national, tribal, state, county and local levels.

The U.S. Forest Service and the City of Norton agree it is logical and a mutual benefit to have the City take over the trail administration, management and maintenance. The City administers the main trailhead for the trail, and considers the trail an important public recreation feature of their Flag Rock Recreation Area.

City of Norton management of this trail will best serve the public interest, and best allow for adequate ongoing trail maintenance, management and administration for the safety and enjoyment of the public recreating on City and federal lands.

In Consideration of the above premises, the parties agree as follows:

III. THE CITY OF NORTON SHALL:

- A. LEGAL AUTHORITY. The City of Norton shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Be responsible for the administration, management, and maintenance of the entire Lost Creek Trail.
- C. Consult with the U.S. Forest Service on matters beyond routine maintenance on the U.S. Forest Service section of this trail.
- D. Construct and/or maintain trail bridges and other trail features in a manner consistent with U.S. Forest Service standards; and in concurrence of U.S. Forest Service engineering specifications for trail bridges.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Be available to consult with the City of Norton as needed.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.



Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Fred L. Ramey, Jr. City Manager City of Norton, Virginia Address: 618 Virginia Avenue, NW City, State, Zip: Norton, VA 24273 Telephone: (276) 679-1160 FAX: (276) 679-3510 Email: fredr@nortonva.org	Name: Fred L. Ramey City of Norton, Virginia Address: 618 Virginia Avenue, NW City, State, Zip: Norton, VA 24273 Telephone: (276) 679-1160 FAX: (276) 679-3510 Email: fredr@nortonva.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: David Skinner, Biological Scientist GWJNFs, Clinch Ranger District Address: 1700 Park Ave. SW City, State, Zip: Norton, VA 24273 Telephone: (276) 679-8370 FAX: (276) 679-8374 Email: dlskinner@fs.fed.us	Name: Robin Stidham, Grants Mgmt. Specialist, George Washington and Jefferson National Forests Address: 5162 Valleypointe Parkway City, State, Zip: Roanoke, VA 24019 Telephone: (540) 265-5120 FAX: (540) 265-5109 Email: rstidham@fs.fed.us

- B. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the City of Norton are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the City of Norton, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or the City of Norton from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. **ENDORSEMENT.** Any of the City of Norton's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the City of Norton's products or activities.



- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the City of Norton to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office).
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. The City of Norton agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the City of Norton hereby willingly agree(s) to assume these responsibilities.
- Further, the City of Norton shall provide any necessary training to the City of Norton's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The City of Norton shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- I. ELIGIBLE WORKERS. The City of Norton shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The City of Norton shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- J. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the agreement.



Within a maximum of 90 days following the date of expiration or termination of this agreement, all reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the City of Norton.

K. PROGRAM PERFORMANCE REPORTS

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

The City of Norton shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period.

- L. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The City of Norton shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The City of Norton shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

- M. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).



- N. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Coopeatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- O. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements of a similar nature. No part of this agreement entitles the City of Norton to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- P. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the City of Norton materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may wholly or partly suspend or terminate the current agreement.
- Q. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and the City of Norton agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 2. By 30 days written notification by The City of Norton to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.
- R. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- S. DEBARMENT AND SUSPENSION. The City of Norton shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded,



debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the City of Norton or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- T. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- U. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **August 1, 2019** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- V. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

FRED L. RAMEY, JR. , City Manager Date
 City of Norton, Virginia

H. THOMAS SPEAKS, JR, Forest Supervisor Date
 U.S. Forest Service, George Washington-Jefferson
 National Forests

The authority and format of this agreement have been reviewed and approved for signature.

ROBIN STIDHAM Date
 U.S. Forest Service Grants Management Specialist

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

7-C

City of Norton



Inter-Office Memo

To: Mayor and City Council
From: Fred L. Ramey, Jr., City Manager *FR*
CC:
Date: August 28, 2014
Re: Update on High Knob Tower Opening

On Friday, August 22nd, the High Knob Tower officially opened to the public. I plan to share a few photos from the event and discussing the City's involvement. Since US Forest District Ranger Jorge Hersel will be in attendance I have him to share some comments as well.

After his comments, we will have a Special Presentation to make.

Thank You.



COMMUNITY LEADERSHIP AWARD

PRESENTED TO

JORGE HERSEL

WITH SINCERE APPRECIATION FOR 5 YEARS OF DEDICATED SERVICE TO THE WISE COUNTY/CITY OF NORTON AREA DURING YOUR TENURE AS DISTRICT RANGER. YOUR EFFORTS, INCLUDING THE REDEVELOPMENT OF THE HIGH KNOB TOWER AND WORKING TO INCREASE RECREATIONAL OPPORTUNITIES, HAVE AND WILL CONTINUE TO IMPROVE THE QUALITY OF LIFE IN OUR AREA.

PRESENTED BY

NORTON CITY COUNCIL

TUESDAY, SEPTEMBER 2, 2014

WILLIAM E. BRADSHAW, P.C.

ATTORNEY AT LAW

302 SHAWNEE AVENUE

P. O. Box 267

BIG STONE GAP, VA 24219

WILLIAM E. BRADSHAW
E-MAIL web@bradshawlawoffice.us

TEL. (276) 523-2428
FAX (276) 523-6675

July 22, 2014

Fred Ramey, City Manager
City of Norton
P. O. Box 618
Norton, VA 24273

RE: REMOTE PARTICIPATION AT CITY COUNCIL MEETINGS

Dear Fred:

You and I have discussed the recent amendments the General Assembly made to the Freedom of Information Act open meeting requirements. The Act has been broadened to allow one or more members of a governing body to participate from a remote location so long as a quorum is physically present at the regular meeting site. I have drafted a short statement for Council's consideration which would allow this option in the City of Norton. You will note that the statement is drafted to permit remote participation provided such attendance complies with the provisions of the Virginia Freedom of Information Act, as amended from time to time. My intention in phrasing the policy in this fashion was to make it unnecessary to amend the policy in order to comply with any changes the General Assembly might seek fit to make in the future. If you have any questions or if I may be of further assistance in this matter, please do not hesitate to contact me. Best regards.

Sincerely,

WILLIAM E. BRADSHAW, P.C.

William E. Bradshaw

WEB:sgc
Enclosure

Remote Participation. If a quorum is physically present to conduct a meeting of City Council or one of its committees, other members may attend and participate in such meeting from a remote location by telephone or other audio or video means, provided such attendance complies with the provisions of the Virginia Freedom of Information Act, as amended from time to time. A member wishing to attend in this manner shall advise the City Clerk a reasonable time before start of the meeting, so that the necessary equipment can be put in place.

7-E

133907

08-21-2014

Norton Industrial Development Authority
August 2014 Draw Request

\$122,004

4-001-081000-5604

V-496

CITY OF NORTON
GENERAL OPERATING FUND
NORTON, VA 24273

133907

THE FIRST BANK & TRUST
NORTON, VA

68-446 514
10

*****One Hundred Twenty-two Thousand Four Dollars and Twenty-Five Cents*****
PAY TO THE ORDER OF:

DATE
08-21-2014

AMOUNT
\$122,004.25

Norton Industrial Development Authority

[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈ 133907 ⑈ ⑆ 051404464⑆ 100002346 ⑈

Security Embossed 12-1-11