

**AMHERST TOWN COUNCIL**  
**AGENDA – WEDNESDAY, DECEMBER 11, 2019**  
**Meeting at 7:00 p.m.**  
**Town Hall, 174 S. Main Street, Amherst, VA 24521**  
**REVISED**

- A. Call to Order for the Town Council– 7:00 p.m. - Mayor Tuggle**
- B. Pledge of Allegiance** - *I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.*
- C. Invocation** - *Any invocation that may be offered before the official start of the Amherst Town Council meeting shall be the voluntary offering to, and for, the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by Council and do not necessarily represent the religious beliefs or views of the Council in part or as a whole. No member of the audience is required to attend or participate in the invocation, and such decision will have no impact on their right to participate actively in the business of the Council. Copies of the policy governing invocations and setting forth the procedure by which a volunteer may deliver an invocation are available upon request at the Town Hall.*
- D. Public Hearings and Presentations**
- 1. Recognition of Parade Winners-** *The winners of the Christmas Parade have been invited to attend the Council meeting to receive their plaques. Mrs. Rachel Carton and Mrs. Holly Shiflett served as judges for the parade and we thank them for their service, making these difficult decisions with so many excellent entries.*
  - 2. Public Hearing- Comprehensive Plan Amendment (Pgs. 1-3)-** *Dave McCormack is seeking a conservation easement on land in town, located in between the Amherst Milling Company building and the developed portions of the Mill Race subdivision. In order for the conservation easement to be accepted, State Code requires compliance with the Comprehensive Plan. A Plan amendment is required in order to meet this standard. A public hearing was held by the Planning Commission last week, and a public hearing for Council has been set and advertised for this meeting. Mr. McCormack has requested a deferral on action for 30 days.*
  - 3. Public Hearing- Code Amendment to Table 7.1 of Chapter 18.1 of the Town Code, regulating uses in business districts (Pg. 4)-** *This request, if approved by the Council, would allow mixed uses within the same building in the Business districts. Currently, the B-1 and the B-2 districts both allow residential and commercial development, but not in the same building. This amendment would allow that mixed use to occur, as it does in the Central Business District.*
  - 4. Ratify Public Hearing for USDA Bond Hearing-** *In order to hold the bond hearing on the revised bond resolution for the USDA funded sliplining project, the setting of the public hearing must be ratified, as staff authorized advertisement without Council's setting of the hearing. This was to facilitate adoption of the changes made on behalf of USDA by our bond counsel.*
  - 5. Public Hearing for USDA Rural Development Bond Resolution (Pgs. 5-31)-** *The Town has received an updated bond document from our Bond Counsel for the Rural Development Bond. Staff requests that Council hold the public hearing and adopt the following resolution.*
- E. Citizen Comments** – *This time is set aside on the agenda for Town citizens to address Council regarding items not on the agenda for public hearing or presentations. Individual comment time is limited to three minutes, and groups are limited to five minutes. This time is for citizens to address Council, and not designed to be a question and answer session or a discussion time. If follow-up is requested, that will occur after the meeting.*

**F. Consent Agenda** – *Items on the consent agenda can be voted on as a block if all are in agreement with the recommended action or discussed individually.*

1. **Town Council Minutes (Pgs. 32-33)** – *Draft of the November 13, 2019 meeting minutes are **attached**. Please let Vicki Hunt know of any concerns by Wednesday morning such that any needed corrections can be presented at the meeting.*

**G. Correspondence and Reports**

**1. Staff Reports (Pgs. 34-43)**

- a. Town Manager Monthly Report - **attached**
- b. Police Chief Monthly Report - **attached**
- c. Office Manager Monthly Report - **attached**
- d. Clerk of Council Monthly Report- **attached**
- e. Public Works Monthly Reports- **attached**
- f. Town Attorney Monthly Report – **attached**

**2. Council Committee Reports (Pgs. 44-45)**

- a. Finance Committee – *Mrs. Carton, meeting held November 13, minutes to follow.*
- b. Community Relations – *Mrs. Ogden*
- c. Utilities Committee – *Mr. Watts, meeting held November 21, minutes to follow.*

**3. Other Reports (Pgs. 46-47)**

- a. Planning Commission– *Met December 4, 2019, minutes attached*
- b. Industrial Development Authority- *no meeting, no report*
- c. Robert E. Lee SWCD

**H. Discussion Items**

1. **Appoint Town Council representative to the Planning Commission-** *Sara Carter- The Council representative position on the Planning Commission is currently unfilled. Staff request that the Council appoint a member to serve on the Commission for the remainder of the term (until December 31, 2020).*
2. **Question regarding the Sign Ordinance (Pg. 48)-** *The Planning Commission has had a request from McDonald's to consider allowance of a changeable text sign. Included in the packet is a letter from the owner of the local McDonald's and following is the applicable Code section. The Planning Commission has requested that staff bring forward options to address a potential change at their January meeting.*

18.1-908.10 (6)

Except for time and temperature, no sign shall display flashing or intermittent lights, moving signs, inflatables or other lights of changing degrees of intensity, brightness or color. The light from any illuminated sign shall not cause direct glare into or upon any building or property other than the building or property to which the sign may be related. Neither the direct nor reflected light from an illuminated sign shall be located so as to create a traffic hazard to operators of motor vehicles on public thoroughfares.

**I. Matters from Staff**

**J. Matters from Town Council**

**K. Anticipated Town Council Agenda Items for Next Month**

**L. Citizen Comments**

**M. Adjournment**



## STAFF REPORT COMPREHENSIVE PLAN AMENDMENT

Request by Dave McCormack  
Portions of Mill Race and adjacent land  
Town Council Public Hearing

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### **General Information:**

Processing schedule: The Planning Commission considered this proposal on December 4, 2019 with a public hearing. They recommended denial on a split vote of 3-2. The Town Council has a public hearing set and advertised for the December 11 meeting. The applicant has requested a 30 day deferral of action on this request to the Council.

### **Application Information:**

Owner and Applicant: Dave McCormack, Lazy River LLC  
Requested Action: Amend Comprehensive Plan to allow a conservation easement  
Location: South side of Union Hill Road between Amherst Milling Company and the developed portion of the Mill Race subdivision  
Tax Map Numbers: 96-4-A and 96-1-1-7  
Acreage: 76.2+/-  
Existing Zoning and Land Use: R-2 and CZ-4 (Residential development)  
Proposed Land Use: Conservation  
Existing land uses: Undeveloped

### **Summary of Request and Background Information:**

Mr. Dave McCormack, who is developing the Amherst Milling Company into a brewery/restaurant, would like to have a conservation easement placed on the above referenced acreage. The County of Amherst would be the holder of the easement. By State Code, any conservation easement must be in compliance with the adopted Comprehensive Plan. Because the Plan calls for residential development in this area, a conservation easement would not be appropriate for this location without a change in the Plan.

The process to change the adopted plan is to hold a public hearing at both the Planning Commission and Town Council level. The Planning Commission will make a recommendation to the Council and the Council will make a final determination after their public hearing.

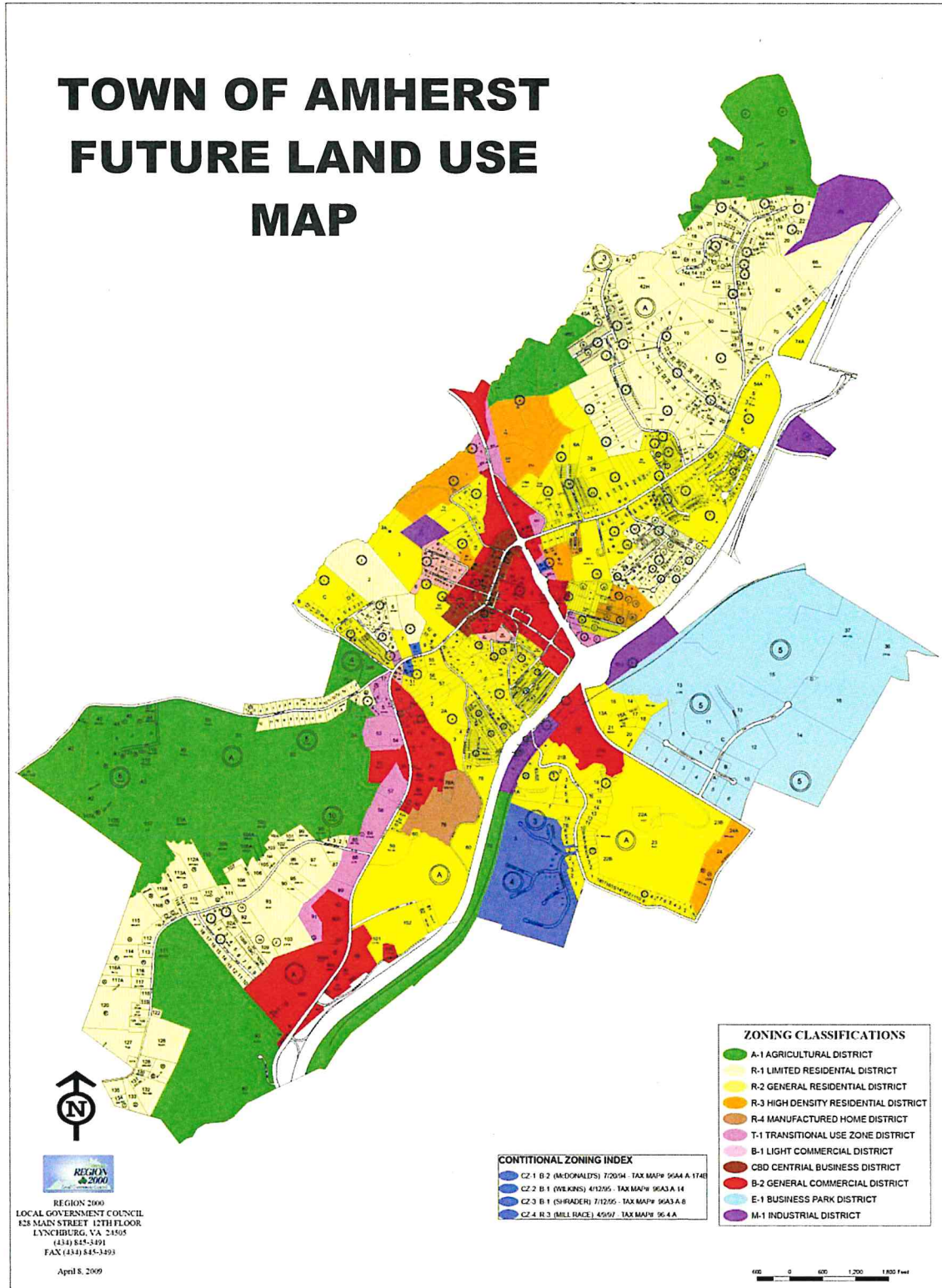
**Conclusion:**

The conservation easement would be in compliance with the Comprehensive Plan if the land use in the proposed area is changed to a conservation or agricultural designation. The current plan does not support the proposed easement. There are utilities and infrastructure in place in the geography, particularly in the portion of land that was previously planned for the expansion of the Mill Race subdivision.

The conservation easement would be permanent. No future development on this land would occur if the easement is accepted.

Figure 23: Future Land Use Map

(Reference Special Focus Areas discussed in previous chapter)



**TABLE 7.1**

Description of Use

A-1	R-1	R-2	T-1	R-3	R-4	B-1	CBD	B-2	E-1	M-1
P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P
							P	P	P	P
									P	S
S	S	S	P	S	S	P	P	P		
P	P	P	P	P	P	P	P	P	P	P
P	S	S	S	S	S	P	P	P		
P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P
P	P	P	P	P	P	P	P	P	P	P
S	S	S	S	S	S	P	P	P	P	P

**ACCESSORY AND AGRICULTURAL USES**

Accessory buildings and uses as provided in Section 901 herein.  
 Agricultural activities, including the raising of crops and animals, provided that agricultural use shall not be objectionable by reason of odor, dust, noise, pollution, erosion or drainage.  
 Antenna and equipment buildings associated with existing wireless telecommunication facilities as provided in Section 914 herein.  
 Cemeteries.  
 Church accessory uses involving 2,000 SF or more of building area, including day care centers, indoor recreation or fellowship halls, and schools.  
 Confined livestock facilities as provided in Section 916 herein.  
 Home occupation in an accessory building to the main dwelling unit as provided in Section 905 herein.  
 Home occupations within a dwelling unit as provided in Section 905 herein.  
 Public utilities: poles, lines, transformers, pipes, meters, and/or other facilities necessary for the provision and maintenance of public utilities; provided that electric service lines from the street property line to any residence or other permitted use shall be underground. Provided that only one line of poles will be allowed on any street.  
 Signs as provided in Section 908 herein.  
 Temporary uses including, but not limited to, sale of Christmas trees, tents for revivals, carnivals, but such use not permitted for a period to exceed four (4) months in any calendar year.

**RESIDENTIAL USES**

S	S	P	P	P	P	P	P	P		
P	S	S	P	S	S	P	P	P	P	
P	P	P	P	P	P	P	P	P	P	
P	P	P	P	P	P	P	P	P	P	
				S						
				S						
S	S	S	S	S	S	P	P	P	P	
P	P	P	P	P	P	P	P	P	P	
						P	P	P	P	
P	P	P	P	P	P	P	P	P	P	
P	P	P	P	P	P	P	P	P	P	

Apartments in an existing single family dwelling.  
 Bed and Breakfast lodging, provided that the owner and family must occupy the residence and own the business, the single-family dwelling appearance be maintained, and adequate off-street parking is provided to the rear of the front setback of the dwelling.  
 Churches, manse, parish houses and adjacent cemeteries.  
 Garages, private.  
 Individual manufactured or modular homes nineteen (19) feet or greater in width placed on continuous masonry foundations.  
 Manufactured home parks, as provided in Section 913 herein.  
 Multi-family dwellings with an aggregate of three (3) or more units as specified in Section 906 herein.  
 Planned unit developments, as provided in Section 917 herein.  
 Single-family dwellings, except for mobile homes and manufactured homes.  
 Single family, two family and multifamily dwellings within a building that contains a business, ~~provided that no dwelling shall be on the sidewalk level floor of the front of the building.~~  
 Townhouses, as provided in Section 912 herein, and condominiums.  
 Townhouses, as provided in Section 912 herein, with no more than four townhouses within any one development.  
 Two-family dwelling units and semi-detached dwellings.

(Amended June 10, 2013)

**A RESOLUTION OF THE TOWN OF AMHERST, VIRGINIA  
AUTHORIZING THE ISSUANCE AND SALE OF A  
\$3,017,000 GENERAL OBLIGATION SEWER REVENUE BOND, SERIES 2019 AND  
PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF**

**WHEREAS**, the Town of Amherst, Virginia (**the “Town”**) is authorized to acquire, construct, operate and maintain sewer systems in the Town (**the “System”**); and

**WHEREAS**, the Town is authorized pursuant to the Public Finance Act, Chapter 26 of Title 15.2 of the Code of Virginia of 1950, as amended (**the “Act”**) to borrow money and to issue its general obligation sewer revenue bond to pay all or part of the cost of the System; and

**WHEREAS**, the Town Council of the Town (**the “Town Council”**) has determined to improve the System located in the Town and that to do so it is necessary to issue its General Obligation Sewer Revenue Bond, Series 2019 (**the “Series 2019 RD Bond”**) in the amount of Three Million Seventeen Thousand and 00/100 Dollars (\$3,017,000), the proceeds of which, together with other available funds, are estimated to be sufficient to pay the cost of the Project, as defined below, hereinafter authorized; and

**WHEREAS**, the United States of America, acting through Rural Development and/or Rural Utilities Service (formerly Farmers Home Administration), has offered to purchase the Series 2019 RD Bond upon certain terms and conditions; and the Town, after consideration of the condition of the municipal bond market, has determined to satisfy such terms and conditions, to authorize and issue its Series 2019 RD Bond, and to award the sale of the Series 2019 RD Bond to the United States of America; and

**BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF AMHERST, VIRGINIA, AS FOLLOWS:**

**ARTICLE I.**

**DEFINITIONS**

Section 1.1 Definitions. Whenever used in this resolution, unless a different meaning clearly appears from the context:

(a) **“Act”** shall mean the Public Finance Act (Chapter 26, Title 15.2, Code of Virginia, 1950, as amended).

(b) **“Additional Bonds”** shall mean any bonds issued pursuant to Article VI and secured on a parity with the Bonds by a pledge of the Net Revenues.

(c) **“Bondholder”** shall mean the holder or owner of the Series 2019 RD Bond.

(d) **“Bond” or “Bonds”** shall mean the Series 2019 RD Bond and any Additional Bonds.

(e) **“Certified copy”** shall mean a copy of a resolution or other paper certified by the Town Manager of the Town, Mayor of the Town, Clerk of the Town Council, or by any other authorized Town official.

(f) **“Closing Date”** shall mean the date on which the Series 2019 RD Bond is delivered to the United States upon payment of the purchase price therefor.

(g) **“Consulting Engineer”** shall mean such engineering firm or individual engineer as may be employed by the Town as Consulting Engineer in accordance with Section 9.6.

(h) **“Costs”** shall mean the cost of improvements; the cost of all lands, properties, rights, easements and franchises acquired and the cost of all conveyances in fee simple of the Town’s title thereto and leased thereof; the cost of preparing the land; the cost of impact fees to host jurisdictions; the cost of all labor, machinery, equipment and furnishings; financing and credit enhancement charges; interest prior to and during construction and for one year after completion of construction; cost of engineering and legal services, plans, specifications, surveys, estimates of costs and revenues; any deposit to any bond interest and principal reserve account; start-up costs and start-up operating capital; other expenses necessary or incident to the determining of the feasibility or practicability of any such acquisition, improvement or construction; administrative expenses and such other expenses as may be necessary or incident to the financing hereby authorized, or to the acquisition, improvement or construction of the Project.

(i) **“Fiscal Year”** shall mean the twelve-month period beginning on July 1 of one year and ending on June 30 of the following year.

(j) **“Government”** shall mean the United States of America, its successors and assigns, acting by and through Rural Development and/or Rural Utilities Service, each an agency of the United States Department of Agriculture.

(k) **“Gross Revenues”** shall mean all revenues, income, and receipts derived or received by the Town from the operation and ownership of the System, including the interest income from the investment or deposit of money in any fund created by this resolution or a supplemental resolution in connection with the System, plus any other money from other sources pledged by the Town to the payment of the Bonds, but “Gross Revenues” shall not mean or include any impact fees or developer fees charged by the Town for the construction of capital improvements or extensions to the System.

(l) **“Letter of Conditions”** shall mean that certain Letter of Conditions, dated July 23, 2014 from the United States to the Town setting forth conditions and requirements for the issuance of the Series 2019 RD Bond and any supplements thereto.

(m) **“Net Revenues”** shall mean Gross Revenues less Operating Expenses.



(n) **“Operating Expenses”** shall mean the reasonable and necessary expenses of operation, administration, maintenance and repair of the System, excluding any allowance for depreciation, or for reserves and expenditures for capital improvements or extensions to the System.

(o) **“Project”** in the context of this resolution shall mean the renovations and improvements to the Town’s sewer system located in the Town substantially as described on Exhibit A, attached hereto.

(p) **“Series 2019 RD Bond”** shall mean the Bond authorized and issued under Section 3.1 hereof.

(q) **“System”** shall mean the Town’s sewer system and all additions, extensions and enlargements thereof and any sewer project or projects that may be duly authorized by the Town and made a part of the System.

(r) **“Town”** shall mean the Town of Amherst, Virginia.

(s) **“Town Council”** shall mean the Town Council of the Town.

(t) **“Town Manager,” “Mayor,” or “Vice Mayor,”** shall mean, respectively, the persons holding such offices of the Town.

Section 1.2 Other Definitions. Words defined elsewhere in this resolution shall have the meanings therein provided.

Section 1.3 Rules of Construction. Unless the context clearly indicates to the contrary, words importing the singular number shall include the plural number and vice versa.

## ARTICLE II.

### AUTHORIZATION OF PROJECT

Section 2.1 The Project. In order to provide improvements to the sewer facilities serving the Town, the acquisition, construction and equipping of the Project are hereby authorized.

Section 2.2 Modification of Project. The Project authorized hereby may be modified by the Town; provided, however, that any such modification shall first have been approved by the Government and recommended in writing by the Consulting Engineer.

Section 2.3 Project Made Part of System; Pledge of Revenues. All improvements, extensions, additions and replacements constituting the Project financed in part or in whole by the issuance of the Series 2019 RD Bond shall be a part of the System and all revenues derived from the ownership and operation of the System (**the “System Revenues”**) are pledged to the

equal benefit of the owners of the Series 2019 RD Bond, but such revenues are not pledged to the benefit of the owners of any other bonds issued by the Town except and to the extent expressly set forth therein and permitted under this Resolution.

### ARTICLE III.

#### **AUTHORIZATION, FORM, EXECUTION, DELIVERY AND REGISTRATION OF SERIES 2019 RD BOND**

Section 3.1 Authorization of Series 2019 RD Bond. There is hereby authorized to be issued a general obligation sewer revenue bond of the Town in the principal amount of Three Million Seventeen Thousand and 00/100 Dollars (\$3,017,000) to provide funds to finance, in part, the cost of the Project. The Series 2019 RD Bond shall be designated the “Town of Amherst, Virginia, General Obligation Sewer Revenue Bond, Series 2019 (RD).”

Section 3.2 Details of the Series 2019 RD Bond. The Series 2019 RD Bond shall be issued as one fully registered bond (registered as to principal and interest) without coupons, shall consist of a Bond in the denomination of \$3,017,000 numbered R-1, shall be dated as of the Closing Date and shall bear interest on the unpaid principal balance at the rate of 2.375% per year (or such greater or lesser rate as may be agreed to by the Government, subject to a maximum rate of 4.00%). Interest only shall be paid during the first twenty four (24) months after closing, such interest being payable annually on the first and second anniversary dates of the Closing Date. Thereafter payment for the remaining 456 months of principal and interest shall be made in equally amortized monthly installments which, if the interest rate is 2.375% per annum, such installments shall be in the amount of Ten Thousand Seventy Seven and 00/100 Dollars (\$10,077.00) thereafter for a period of thirty-eight (38) years, until paid. If not sooner paid, the final installment shall be due and payable on the fortieth anniversary of the Closing Date of the Series 2019 RD Bond in 2059. Each payment shall be applied first to interest accrued to the payment date and then to principal. If the Closing Date actually occurs on the 29th, 30th or 31st day of a month, then the closing date for purposes of this paragraph shall be deemed to be the 28th day of such month.

Installments of principal may be prepaid at the option of the Town as a whole or in part, without premium (but if in part, in inverse chronological order) on any interest payment date, upon not less than thirty nor more than sixty days’ notice forwarded by registered or certified mail to the registered owner of this Bond at the address shown on the registration books maintained at the office of the Registrar, upon payment of the principal amount of installments to be prepaid and interest accrued to the date fixed for such prepayment, without premium, by check or draft mailed to such owner at such address.

At the request of the Government, the Series 2019 RD Bond may be delivered as a fully registered bond in the alternative form contained herein providing for principal advances to be made from time to time by the Government in an aggregate amount not to exceed \$3,017,000. An authorized officer of the Government shall enter the amount and the date of each such principal advance on the Certificate of Principal Advances attached to the Series 2019 RD Bond

when the proceeds of such advance are delivered to the Town. Each such principal advance shall bear interest from the date of such advance so entered on the certificate.

Section 3.3 Execution of the Series 2019 RD Bond. The Series 2019 RD Bond shall be signed by the manual signature of the Mayor or Vice Mayor of the Town and the Town seal shall be affixed thereto and attested by the Clerk of the Town Council.

Section 3.4 Form of the Series 2019 RD Bond. The Series 2019 RD Bond shall be in substantially the following form:

*[The remainder of this page is intentionally left blank.]*

No. R-1

\$3,017,000.00

**UNITED STATES OF AMERICA**  
**COMMONWEALTH OF VIRGINIA**  
**TOWN OF AMHERST**

**General Obligation Sewer Revenue Bond, Series 2019 (RD)**

**Registered Holder:** United States of America

**Principal Sum:** Three Million Seventeen Thousand and 00/100 Dollars

**Date:** \_\_\_\_\_, 2019

The Town of Amherst, Virginia (**the “Town”**), a political subdivision of the Commonwealth of Virginia, for value received, hereby promises to the United States of America, or registered assigns, a sum equal to the amount of principal advances made hereunder but not to exceed the sum of

**THREE MILLION SEVENTEEN THOUSAND AND 00/100 DOLLARS**  
**(\$3,017,000.00)**

and to pay to the registered owner hereof interest on the unpaid principal from the date hereof until payment of the entire principal sum at the rate of [2.375%] per year (or such lesser rate as may be agreed to by the Government). Interest only shall be paid during the first twenty four (24) months after closing, such interest being payable annually on the first and second anniversary dates of the Closing Date. Thereafter payment for the remaining 456 months of principal and interest shall be made in equally amortized monthly installments of Ten Thousand Seventy Seven and 00/100 Dollars (\$10,077.00) commencing on \_\_\_\_\_, \_\_\_\_\_ and thereafter for a period of thirty-eight (38) years, until paid, each payment to be applied first to interest accrued to such payment date and then to principal, and such final installment, if not sooner paid, to be due and payable forty (40) years from the date hereof in 2059. Installments of both principal and interest shall be payable in lawful money of the United States of America by check or draft mailed to the registered owner at its address as it appears on the registration books kept for that purpose at the office of the Town Manager who was appointed as Registrar. This Bond shall be registered as to principal and interest. The final installment of principal shall be payable upon presentation and surrender hereof at the office of the Registrar.

This Bond has been authorized by a resolution adopted by the Town Council on December 11, 2019 (“**the “Bond Resolution”**”), and is issued pursuant to the Public Finance Act (Chapter 26, Title 15.2, Code of Virginia, 1950, as amended) (**the “Act”**) and the Constitution of the Commonwealth of Virginia, to provide funds, along with other monies that may be available, to pay the cost of acquiring, constructing and equipping improvements to the Town’s sewer system (**the “Project”**) located in the Town. Copies of the Bond Resolution are on file at the office of the Town Manager of the Town. Reference is hereby made to the Bond Resolution and any amendments thereto for the provisions, among others, describing the pledge and covenants securing this Bond, the nature and extent of the security therefor, the terms and conditions upon which this Bond is issued, and the rights and obligations of the Town and the rights of the Bondholder(s).

Both principal of and interest on this Bond are payable from ad valorem taxes to be levied without limitation as to rate or amount on all property in the Town subject to taxation and from a pledge of the full faith and credit of the Town and the revenues of the Town’s sewer system (**the “System”**) pledged thereto as herein set forth. Nothing herein or in the Bond Resolution shall be deemed to create or constitute an indebtedness of or a pledge of the faith and credit of the Commonwealth of Virginia or of any county, city, town or other political subdivision of the Commonwealth other than the Town. This Bond also is secured by a pledge of the revenues derived from the ownership and operation of the System.

THIS BOND IS A GENERAL OBLIGATION OF THE TOWN FOR THE PAYMENT OF WHICH THE TOWN’S FULL FAITH AND CREDIT ARE IRREVOCABLY PLEDGED. THE TOWN COUNCIL IS AUTHORIZED AND REQUIRED TO LEVY AND COLLECT ANNUALLY AT THE SAME TIME AND IN THE SAME MANNER AS OTHER TAXES OF THE TOWN ARE ASSESSED, LEVIED AND COLLECTED, A TAX UPON ALL TAXABLE PROPERTY WITHIN THE TOWN, OVER AND ABOVE ALL OTHER TAXES AUTHORIZED OR LIMITED BY LAW AND WITHOUT LIMITATION AS TO RATE OR AMOUNT, SUFFICIENT TO PAY WHEN DUE THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE BOND, TO THE EXTENT OTHER FUNDS OF THE TOWN ARE NOT LAWFULLY AVAILABLE AND APPROPRIATED FOR SUCH PURPOSE. THIS BOND ALSO IS PAYABLE FROM CERTAIN REVENUES TO BE DERIVED FROM THE OWNERSHIP OR OPERATION OF THE TOWN’S SYSTEM AS THE SAME MAY FROM TIME TO TIME EXIST, ALL OF WHICH REVENUES HAVE BEEN PLEDGED PURSUANT TO THE BOND RESOLUTION TO SECURE THE PAYMENT THEREOF. NEITHER THE COMMONWEALTH OF VIRGINIA NOR ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE TOWN, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THE BOND OR OTHER COSTS INCIDENT THERETO EXCEPT FROM THE REVENUES PLEDGED THEREFOR, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF VIRGINIA OR ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE TOWN, IS PLEDGED TO THE PAYMENT OF PRINCIPAL OF OR INTEREST ON THE BOND OR OTHER COSTS INCIDENT THERETO.

Installments of principal may be prepaid at the option of the Town as a whole or in part, without premium (but if in part, in inverse chronological order) on any interest payment date,

upon not less than thirty nor more than sixty days' notice forwarded by registered or certified mail to the registered owner of this Bond at the address shown on the registration books maintained at the office of the Registrar, upon payment of the principal amount of installments to be prepaid and interest accrued to the date fixed for such prepayment, without premium, by check or draft mailed to such owner at such address.

Additional Bonds secured equally and ratably with this Bond may be issued from time to time under the conditions, limitations and restrictions set forth in the Bond Resolution to finance the cost of the completion of the Project, the acquisition or construction of improvements, extensions, additions and replacements to the System, one or more projects duly authorized by the Town and made a part of the System, or to refund bonds of the Town, or for any or all of such purposes.

This Bond is transferable only upon the registration books kept at the office of the Registrar by the registered holder hereof or by his duly authorized attorney, upon surrender of this Bond (together with a written instrument of transfer, satisfactory in form to the Registrar, duly executed by the registered holder or his authorized attorney, which may be in the form endorsed hereon) and subject to the limitations and upon payment of the charges, if any, as provided in the Bond Resolution, and thereupon as provided in the Bond Resolution a new Bond, in the aggregate principal amount and of the same series, interest rate and maturity as the Bond surrendered, shall be issued in exchange therefor. The Town and the Registrar shall deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to, and in the issuance of this Bond have happened, exist and have been performed.

This Bond shall not be valid or obligatory for any purpose unless the Certificate of Authentication hereon has been duly executed by the Registrar and the date of authentication inserted hereon.

**IN WITNESS WHEREOF**, the Town has caused this Bond to be signed by its Mayor or Vice Mayor, to be countersigned by its Clerk or Deputy Clerk of the Town Council, and this Bond to be dated as of \_\_\_\_\_, \_\_\_\_\_.

COUNTERSIGNED:

\_\_\_\_\_  
Clerk, Town Council of the  
Town of Amherst, Virginia

\_\_\_\_\_  
Mayor, Town of Amherst, Virginia

**CERTIFICATE OF AUTHENTICATION**

This Bond is the Series 2019 RD Bond described in the within mentioned Bond Resolution.

\_\_\_\_\_  
Town Manager  
Town of Amherst, Virginia

**TRANSFER OF BOND**

Transfer of this Bond may be registered by the registered owner or his duly authorized attorney upon presentation hereof to the Registrar who shall make note of such transfer in its books kept by her for that purpose and in the registration blank below:

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**CERTIFICATE OF PRINCIPAL ADVANCES**

The amount and date of principal advances not to exceed the face amount hereof shall be entered hereon by an authorized officer of the United States of America, when the proceeds of such principal amounts are delivered to the Town.

<u>Amount</u>	<u>Date</u>	<u>Authorized Signatures</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



**Schedule A**

Principal Installments Paid in Advance of Maturity Date

<u>Principal Due Date(s) Inclusive</u>	<u>Principal Payment Amount</u>	<u>Date</u>	<u>Balance</u>	<u>Date Paid</u>	<u>Signature of Registrar</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Section 3.5 Registration and Exchange of Bond. The Town Manager is hereby appointed Registrar. Transfer of the Bond shall be registered upon books maintained for that purpose at the office of the Registrar. Prior to due presentment for registration of transfer, the Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner. The Bond initially shall be registered as to principal and interest in the name of the United States of America, with an address of Finance Office, USDA/Rural Development, 1520 Market Street, St. Louis, Missouri 63103-2696.

Section 3.6 Delivery of the Series 2019 RD Bond. The Mayor or Vice Mayor and Town Manager are hereby authorized and directed to have the Bond prepared and executed in accordance with the terms thereof and to deliver the Series 2019 RD Bond to the United States upon payment therefor. The Mayor or Vice Mayor and Town Manager are further authorized and directed to agree to and comply with, on behalf of the Town, any and all further conditions and requirements of the United States in connection with its purchase of the Bond.

Section 3.7 Replacement of Mutilated, Lost or Destroyed Bond. Should the Bond become mutilated or be lost or destroyed, the Town shall cause to be executed and delivered a new Bond of like date, number, series and tenor in exchange and substitution for, and upon cancellation of, such mutilated Bond or in lieu of and in substitution for such lost or destroyed Bond. Such new Bond shall be executed and delivered only when the owner has paid all reasonable expenses and charges in connection therewith and, in the case of a lost or destroyed Bond, has filed with the Town and the Registrar evidence satisfactory to them that such Bond was lost or destroyed and that he was the owner thereof and the owner has furnished to the Registrar indemnity satisfactory to him; provided, however, that no surety on such indemnity shall be required from the Government.

## ARTICLE IV.

### PREPAYMENT OF BOND

Section 4.1 Prepayment Dates and Prices. Installments of principal at the option of the Town, may be prepaid as a whole, or in part, without premium (but if in part, in inverse chronological order) on any interest payment date, upon payment of the principal amount of the installments to be prepaid and interest accrued to the date fixed for such prepayment, without premium.

Section 4.2 Manner of Effecting Prepayment. Prepayment of the Bond shall be effected in the following manner:

(a) The Town shall approve prepayment of installments which are by their terms subject to prepayment and fixing a date for such prepayment.

(b) Not less than thirty nor more than sixty days prior to such prepayment date, the Town shall cause a notice of such prepayment to be sent by registered or certified mail to the registered owner of the Bond to be prepaid at its address appearing on the registration books of the Town. The notice of prepayment shall state the date fixed for prepayment, the place at which payment will be made and, if less than all of the Bonds or less than the entire principal of any single fully registered Bond shall be called for prepayment, the numbers of Bonds or installments of any single Bond to be prepaid.

(c) On or prior to the date fixed for prepayment the Registrar shall make available at his office the amount to be prepaid and accrued interest.

Section 4.3 Cancellation of Prepaid Bond. The Bonds so prepaid in full shall be cancelled upon surrender.

## ARTICLE V.

### REVENUES AND FUNDS

Section 5.1 Revenue Covenant. The Town covenants that so long as the Series 2019 RD Bond is outstanding it will fix, charge and collect such rates, fees and other charges for the use of and for the services furnished by the System and will from time to time revise such rates, fees and other charges so as to produce sufficient revenues in each fiscal year to equal an amount required to pay (i) the Operating Expenses which shall accrue and become payable during the then current fiscal year, and (ii) the amounts required by Section 3.2 to be paid during the then current fiscal year on debt service for the Bonds.

Section 5.2 Free Service; Enforcement of Charges.

(a) So long as the Series 2019 RD Bond is outstanding the Town shall not permit connections to or use of the System or provide any services of the System without making a charge therefor; provided, however, that the Town may supply water service to facilities on public property without making a charge.

(b) If any rates, fees or charges for the use of and for the services furnished by the System shall not be paid within 60 days after the same shall become due and payable, or within such shorter time as may be determined by the Town, the Town may at the expiration of such period disconnect the premises from the System or otherwise suspend service to such premises until such delinquent rates, fees or charges and any interest, penalties or charges for reconnection shall have been paid in full, unless the State Health Commissioner shall have found and shall certify to the Town that suspending such services will endanger the health of the persons occupying such premises or the health of others.

(c) The Town shall take all such action as may be necessary to perfect liens upon real estate for the amount of any unpaid rates, fees or charges described in paragraph (b) above or any unpaid connection charges or other charges so that such liens will be binding upon subsequent bona fide purchasers for valuable consideration without actual notice thereof.

Section 5.3 Pledge of Revenues. All revenues derived by the Town from the use of and services furnished by the System are hereby pledged equally and ratably to the payment of the principal of and interest on the Bonds, subject only to the right to make application thereof to other purposes as provided herein.

**ARTICLE VI.**

**ADDITIONAL BONDS**

Section 6.1. Issuance of Additional Bonds. The Town may Issue Additional Bonds to finance the cost of completing the Project or the acquisition or construction of improvements, extensions, additions and replacements to the System or to refund any Bonds. Additional Bonds shall be in such form, shall be dated such date shall mature in such installments of principal and interest, shall bear interest at such rate or rates, shall be in such denomination or denominations and may contain such provisions for prepayment prior to their respective maturities, all as provided by the Town Council by resolution adopted prior to their Issuance. Additional Bonds shall contain an appropriate series designation.

Section 6.2. Conditions of Issuance. The Town shall not issue any Additional Bonds unless there shall have been filed with the Town and, if the Government is the Owner of either the Series 2019 RD Bond or any Additional Bonds, with the Government, the following:

(a) a certified copy of a resolution of the Town Council in form complying with the foregoing provisions specifying or providing for all the terms of the Additional Bonds and, if applicable, stating the cost of the acquisition or construction of any improvements, extensions,

additions and replacements to the System to be acquired or constructed and finding and ordering that such improvements, extensions, additions and replacements shall be a part of the System;

(b) a certified copy of a resolution of the Town Council specifying or providing for the interest rate or rates and directing the delivery of such Additional Bonds to the purchaser or purchasers upon payment of the purchase price set forth therein;

(c) if the Additional Bonds are to be issued to complete the Project, a certificate of the Consulting Engineer to that effect;

(d) if the Additional Bonds are to be issued for any purpose other than the refunding of Bonds or the completion of the Project, either (i) a certificate of an independent certified public accountant or engineering firm stating that the amount of the Net Revenues for the fiscal year preceding the year in which the proposed Additional Bonds are to be issued was not less than one hundred percent (100%) of the average annual principal and interest requirements for the Bonds then outstanding and the Additional Bonds to be issued, or (ii) the written consent of the holders of three-fourths in aggregate principal amount of the Bonds outstanding;

(e) a certificate of the Town, signed by the Mayor or Vice Mayor of the Town, that the Town is in compliance with all covenants and undertakings in connection with this resolution and any supplemental resolution authorizing Additional Bonds which remain outstanding; and

(f) the written opinion or opinions of counsel for the Town stating that the issuance of the Additional Bonds has been duly authorized and that all conditions precedent to their delivery have been fulfilled.

## ARTICLE VII.

### DISBURSEMENT OF BOND PROCEEDS

Section 7.1 Disbursement of Bond Proceeds. Principal advances shall be made by the Government, in an aggregate amount not to exceed \$3,017,000 under the Series 2019 RD Bond upon application by the Town and compliance with all Government requirements. An authorized officer of Government shall enter the amount and the date of each such principal advance on the Certificate of Principal Advances (**the “Certificate”**), attached to the Series 2019 RD Bond when the proceeds of such advances are delivered to the Town. Each principal advance shall bear interest from the date of the advance entered on the Certificate.

## ARTICLE VIII.

### SECURITY FOR DEPOSITS AND INVESTMENTS OF FUNDS

Section 8.1 Security for Deposits. All moneys on deposit with any bank or trust company shall be secured for the benefit of the Town and the Bondholders in the manner required by Chapters 44, 45, and 46 of Title 2.2, Code of Virginia of 1950, as amended).

## ARTICLE IX.

### PARTICULAR COVENANTS

Section 9.1 General. The Town hereby particularly covenants and agrees with the owner of the Bond and makes provisions which shall become a part of its contract with such Bondholder as set forth in the following sections of this Article.

Section 9.2 Payment of Bond. The Town shall pay promptly, as provided herein, the principal of and interest on the Bond issued pursuant to this resolution, but such principal and interest shall be payable from ad valorem taxes to be levied without limitation as to rate or amount on all property in the Town subject to taxation, from the revenues of the System pledged herein, and the full faith and credit of the Town is pledged to the payment of the Bond. Nothing in the Bond or in this resolution shall be deemed to create or constitute an indebtedness of or a pledge of the faith and credit of the Commonwealth of Virginia or of any county, city, town or other political subdivision of the Commonwealth, other than the Town.

Section 9.3 Construction of System. The Town shall obtain all approvals, permits and consents required by law as a condition precedent to the construction, development, operation and improvement of all parts of the System and shall complete the construction of the Project in a sound and economical manner and in conformity with all applicable requirements of governmental authorities and do all acts and things necessary and reasonable so that it may begin to collect revenues from the Project at the earliest practicable time.

Section 9.4 Operation and Maintenance. The Town shall establish and enforce reasonable rules and regulations governing the use and services of the System, maintain and operate the System in an efficient and economical manner, maintain the same in good repair and sound operating condition and make all necessary repairs, replacements and renewals. All compensation, salaries, fees and wages paid by it in connection with the operation, maintenance and repair of the System shall be reasonable. The Town shall observe and perform all the terms and conditions contained in the Act and comply with all valid acts, rules regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the System or the Town.

Section 9.5 Competition. The Town shall not operate or assent to the operation of any sewer service in competition with the System.

Section 9.6 Consulting Engineer. The Town shall employ as necessary as Consulting Engineer an engineering firm or individual engineer of recognized standing and experience in the field of sewer system engineering, whose duties shall include supervision of the construction of improvements to the System and advice as to proper operation, maintenance and repair of the System.

Section 9.7 Sale or Encumbrance. Neither the System nor any integral part thereof shall be sold, encumbered or otherwise disposed of; provided, however, that the Town may grant easements, licenses or permits across, over or under parts of the System for streets, roads and utilities as will not adversely affect the use of the System and provided, further, that the Town may sell or otherwise dispose of any property constituting a part of the System that is no longer needed or useful for such purpose that may be used by the Town for any lawful purpose related to the System. Notwithstanding the foregoing, for so long as the Series 2019 RD Bond is owned by the United States of America any sale, encumbrances or other disposition of the System or any part thereof, not expressly permitted or contemplated hereby, must first be consented to in writing by a representative of the Government.

Section 9.8 Creation of Liens. The Town shall not create or suffer to be created any lien or charge upon the System or any part thereof, except as provided herein. The Town shall pay or cause to be discharged, or shall make adequate provision to satisfy and discharge, all lawful claims and demands for labor, materials or supplies within sixty days after the same shall accrue and all governmental charges when the same become due, which, if unpaid, might by law become a lien upon the System or any part thereof; provided, however, that nothing contained in this section shall require the Town to pay or cause to be discharged or make provision for any such lien or charge so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

Section 9.9 Title to Lands. The Town shall make no contract requiring payment for labor or to contractors, builders or materialmen on account of the construction or reconstruction of any part of the System unless such part is located on lands to which title in fee simple or over which perpetual easement, in either case sufficient for the purposes of the System, is owned or can be acquired by the Town, or unless such part is lawfully located in public street or highway or is a main, conduit, pipeline, main connection or outfall located on land in which a right or interest less than a fee simple or perpetual easement has been acquired and such lesser right or interest has been approved by written opinion of counsel for the Town as sufficient for the purposes of the Town.

Section 9.10 Insurance. The Town shall maintain insurance as follows:

(a) The Town shall keep insured all above-ground structures forming a part of the System, as well as all other insurable portions of the System of a type that are customarily insured by other publicly owned sewer systems, against loss by fire, including extended coverage, tornado and windstorm, to such extent as may be necessary to provide for a full recovery whenever an insured loss does not exceed eighty percent (80%) of the full insurable value of the property damaged. All proceeds of such insurance shall be applied promptly to the repair or replacement of the property damaged or destroyed.

(b) The Town shall carry public liability insurance relating to the operation of the System with limits of not less than \$1,000,000 to protect the Town from claims for bodily injury, or damage to property of others which may arise from the ownership or operation of the System.

(c) The Town shall carry workers' compensation insurance in such amounts and upon such terms so that it will not be considered a self-insurer of its liability to its employees under the Virginia Workers' Compensation Act.

(d) All policies of insurance, accompanied by receipts showing payment of premiums in full, shall be deposited in the office of the Town Manager of the Town.

(e) The Town shall obtain surety bonds on all of its officers and employees who may handle funds pertaining to the System, such bonds to be in such amounts as are customarily carried by public bodies owning and operating similar systems.

All such insurance shall be taken out and maintained with generally recognized insurance companies and may be written with deductible amounts comparable to those on similar policies carried by other public bodies owning and operating similar systems.

Section 9.11 Records and Reports. The Town shall keep proper books of record and accounts, separate from any of its other records and accounts, showing complete and correct entries of all transactions relating to the System, and any Bondholder shall have the right at all reasonable times to inspect the System and all records, accounts and data relating thereto. The Town shall also cause an annual audit of its books and accounts to be made by an independent certified public accountant at the end of each fiscal year. No later than two hundred and forty days after the end of each fiscal year, copies of the audit report, certified by such accountant, reflecting in reasonable detail the financial condition and record of operation of the System, including specifically the rates charged, the number of connections served, and the tap fees collected for new connections, shall be filed in the office of the Town Manager of the Town and shall be mailed to any Bondholder who may have requested the same in writing.

Section 9.12 Refinancing. The Town shall refinance the unpaid principal balance of the Series 2019 RD Bond upon the request of the United States of America if at any time it shall appear to the Government that the Town is able to do so with funds obtained from responsible private sources at reasonable rates and terms for loans for similar purposes and periods of time.

Section 9.13 Covenant as to Other Bonds. The Town covenants that as of the date of this resolution there are no outstanding bonds, notes or other revenue bond obligations concerning the System other than the Series 2019 RD Bond.

## ARTICLE X.

### AMENDMENTS

Section 10.1 Amendments Without Consent: The Town shall have the right, from time to time, without the consent of the Bondholder to adopt resolutions supplemental hereto, not inconsistent with the terms and provisions hereof:

(a) to cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this resolution or in any supplemental resolution;

(b) to grant to or confer upon the Bondholder any additional lawful right, remedy, power, authority or security;

(c) to add conditions, limitations, and restrictions on the issuance of Additional Bonds; and

(d) to add other covenants and agreements to be observed by the Town or to surrender any right or power herein reserved to or conferred upon the Town.

No such supplemental resolution shall become effective until certified copies have been filed in the office of the Town Manager of the Town.

Section 10.2 Amendments Requiring Consent. The owners of not less than sixty-five percent in principal amount of the Bonds then outstanding shall have the right, from time to time, but only pursuant to this section, to consent to and approve the adoption of such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable by the Town for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this resolution or in any supplemental resolution; provided, however, that nothing herein contained shall permit or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any Bond or the prepayment premium, if any, or the rate of interest thereon, or (b) the creation of a lien upon or a pledge of revenues other than the lien and pledge created by this resolution or otherwise permitted hereby, or (c) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the principal amount of Bonds required for consent to such supplemental resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the adoption of any supplemental resolution authorized by Section 10.1.

Section 10.3 Adoption and Consent to Amendment. Upon the adoption of any supplemental resolution for any of the purposes of Section 10.2, a certified copy thereof shall be filed in the office of the Town Manager of the Town for inspection by any Bondholder. The



Town Manager shall cause a copy of such supplemental resolution or a summary thereof, together with a request to the Bondholders for their consent thereto, to be sent by registered or certified mail to the registered owner of each Bond at his address as it appears on the registration books of the Town; provided, however, that failure to mail any such notice shall not affect the validity of such supplemental resolution when consented to and approved as provided in this section. If, within sixty days or such longer period as shall be prescribed by the Town following the giving of such notice, the Town shall file in its office, and in the office of the Government, an instrument or instruments in writing purporting to be executed by the holders of not less than sixty-five percent in principal amount of the Bonds then outstanding, which shall refer to the supplemental resolution and shall specifically consent to and approve the adoption thereof, together with a certified copy of such supplemental resolution and the written opinion of counsel for the Town stating that such resolution has been duly adopted, is authorized or permitted by this resolution and is valid and legally binding upon the Town and enforceable in accordance with its terms, such supplemental resolution shall thereupon be effective as the owners of all the Bonds then outstanding, whether or not such owners shall have consented thereto.

Section 10.4 Amendment by Unanimous Consent. Notwithstanding any other provisions herein, the Town may amend any term or provision of this resolution or any supplemental resolution upon adoption of a supplemental resolution and the filing of certified copies of such supplemental resolution, together with the written consent thereto of the owners of the Bonds then outstanding, as provided in Section 10.3.

Section 10.5 Effect of Amendments. This resolution shall be deemed modified and amended, and the respective rights, duties and obligations hereunder of the Town and any owner of the Bonds then outstanding shall be determined and enforced under the provisions of this resolution, as so modified and amended, upon the adoption of any amendment as provided in this Article.

## ARTICLE XI.

### DISCHARGE UPON PAYMENT

Section 11.1 Discharge Upon Payment of Bonds. If any Bonds shall have become due and payable at maturity or shall have been duly called for prepayment and the full amount of the principal, interest and premium, if any, so due and payable upon the Bonds then outstanding shall have been paid at the time and in the manner provided therein and in this resolution, then the right, title and interest of the Bondholder in the revenues and the other moneys, funds and securities pledged under this resolution and all covenants, agreements and other obligations of the Town to the Bondholder under this resolution shall cease, terminate and be void, and the Town shall be discharged from its obligations hereunder. In such event all moneys and securities not required for the payment of the principal, interest and prepayment premium, if any on the Bonds, may be used by the Town for any lawful purpose.

## ARTICLE XII.

### MISCELLANEOUS

Section 12.1 Contract with Bondholders: The provisions of this resolution shall constitute a contract between the Town and the Bondholder for so long as any Bonds or interest thereon is outstanding.

Section 12.2 Town Officers and Agents. The officers and agents of the Town shall do and are authorized to perform all acts and things required of them by this resolution, the Bonds and the Act for the complete and punctual performance of all the terms, covenants and agreements therein, and to do all acts and things and execute all documents and certificates required by the Government in connection with the issuance of the Bonds (including but not limited to an initial operating budget, a request for obligation of funds, an equal opportunity agreement, an assurance agreement, an applicant certification concerning collection policies for consumer or commercial debts, a certification regarding debarment, suspension and other responsibility matters, a certification regarding drug-free workplace requirements, and a certification for contracts, grants, and loans regarding lobbying, all in standard form acceptable to the Government), and such actions of the officers and agents of the Town are hereby approved and ratified.

Section 12.3 Successors and Assigns. All the covenants, stipulations, promises and agreements of the Town contained in this resolution shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

Section 12.4 Limitation of Rights. Nothing expressed or mentioned in or to be implied from this resolution or the Bond is intended or shall be construed to give to any person or company other than the parties hereto and the owner of the Bonds any legal or equitable rights, remedy or claim under or in respect to this resolution or any covenants, conditions and agreements herein contained; this resolution and all of the covenants, conditions and agreements hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

Section 12.5 Limitation of Liability of the Town, etc. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of a present or future member of the Town Council, officer, employee or agent of the Town in his individual capacity, and neither the members of the Town Council nor any officer thereof executing the Bond shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No member of the Town Council, officer, employee or agent of the Town shall incur any personal liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this resolution or the Act.

Section 12.1 Notice. Any provision in this resolution for the giving, filing, mailing or delivery of notice or other papers shall be deemed fully complied with if, and when, such notice or other papers are sent by registered or certified mail, return receipt requested, to the Town,

addressed to Town Manager, Town of Amherst, 174 S. Main Street, P.O. Box 280, Amherst, VA 24521.

Section 12.2 Headings. Any headings in this resolution are solely for convenience of reference and shall not constitute a part of the resolution nor shall they affect its meaning, construction or effect.

Section 12.3 Conditions Precedent: Upon the issuance of the Bonds all acts, conditions, and things required by the Constitution and statutes of the Commonwealth of Virginia or this resolution to have happened, exist and to have been performed precedent to or in the issuance of the Bonds shall have happened, exist and have been performed.

Section 12.4 [RESERVED].

Section 12.5 Series Designation. In the event the Series 2019 RD Bond is not issued during calendar year 2019, the Mayor or Vice Mayor and Town Manager of the Town are hereby authorized and directed to change the series designation to such other year as may be appropriate at the time of their issuance. Thereafter all references in this resolution to the Series 2019 RD Bond shall be deemed to refer to the \$3,017,000 General Obligation Sewer Revenue Bond issued pursuant to Article III under the new series designation.

Section 12.6 Government Resolution. The Government Loan Form Resolution attached hereto as Exhibit B is hereby adopted and incorporated herein and to the extent of any inconsistency with this resolution and the Government Resolution, the Government Resolution shall control.

Section 12.7 Severability. The provisions of this resolution are hereby declared to be severable. If any court of competent jurisdiction shall hold any provision of this resolution to be invalid and unenforceable, such holding shall not affect any other provision hereof.

Section 12.8 Approval of Sewer System Grant Agreement. The Town hereby accepts a grant or grants from the Government in accordance with the Sewer System Grant Agreement from the Government, previously approved and obligated, in an amount not to exceed \$1,076,000, presented at this meeting, which Sewer System Grant Agreement is hereby approved in substantially the forms presented to this meeting with such completions, omissions, insertions and changes as may be approved by the officer executing it, his execution to constitute conclusive evidence of his approval of any such completions, omissions, insertions and changes. The Mayor, Vice Mayor and Town Manager of the Town, and each of them, are authorized to execute the Sewer System Grant Agreement in accordance with the foregoing. The Mayor, Vice Mayor and Town Manager of the Town, and all other officers, employees and agents of the Town are hereby authorized and directed to take any and all such further action as shall be deemed necessary or desirable to close on the grant in accordance with the approved Sewer System Grant Agreement, and all such action is hereby approved and ratified.

Section 12.9 Effective Date. This resolution shall take effect immediately. A certified copy of this Bond Resolution shall be filed by the Clerk of the Town Council with the Clerk of

the Circuit Court of the County of Amherst, Virginia. The filing of this Bond Resolution with the Clerk of the Circuit Court of the County of Amherst, Virginia shall be deemed to be the filing of a resolution authorizing the issuance of bonds with such Court for all purposes of the Act.

*[Remainder of this Page Intentionally Left Blank]*

The Members of the Town Council voted as follows:

Ayes

Nays

Absent

Abstentions

Adopted this 11<sup>th</sup> day of December, 2019.

The undersigned Clerk of the Town Council of the Town of Amherst, Virginia hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a meeting of the Town Council held on December 11, 2019, and of the whole thereof so far as applicable to the matters referred to in such extract. I hereby further certify that such meeting was a regularly called meeting and that, during the consideration of the foregoing resolution, a quorum was present and action was taken in an open meeting.

Dated this \_\_ day of \_\_\_\_\_, 2019.

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Clerk, Town Council of the  
Town of Amherst, Virginia

**EXHIBIT A**

**PROJECT DESCRIPTION**

Improvements to the Town's sewer system.

## EXHIBIT B

### UNITED STATES OF AMERICA LOAN FORM RESOLUTION

RUS BULLETIN 1780-27

Position 5

APPROVED  
OMB. No. 0572-0121

#### LOAN RESOLUTION (Public Bodies)

A RESOLUTION OF THE Town Council  
OF THE Town of Amherst, Virginia  
AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A  
PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS  
sewer systems in the Town  
FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Town of Amherst, Virginia  
*(Public Body)*  
(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of  
Three Million Seventeen Thousand and 00/100 Dollars (\$3,017,000)

pursuant to the provisions of the Public Finance Act, Chapter 26 of Title 15.2 of the Code of Virginia, as amended; and

**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture,  
(herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921  
et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event  
that no other acceptable purchaser for such bonds is found by the Association:

**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

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 0572-0121. The time required to complete this information collection is estimated to average 1 hour 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.





**CERTIFICATION TO BE EXECUTED AT LOAN CLOSING**

I, the undersigned, as \_\_\_\_\_ of the \_\_\_\_\_  
hereby certify that the \_\_\_\_\_ of such Association is composed of  
\_\_\_\_\_ members, of whom , \_\_\_\_\_ constituting a quorum, were present at a meeting thereof duly called and  
held on the \_\_\_\_\_ day of \_\_\_\_\_ ; and that the foregoing resolution was adopted at such meeting  
by the vote shown above, I further certify that as of \_\_\_\_\_ ,  
the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been  
rescinded or amended in any way.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

Mayor D. Dwayne Tuggle called a regular monthly meeting of the Amherst Town Council to order November 13, 2019, at 7:00 P.M. in the Council Chambers of the Town Hall at 174 S. Main Street. It was noted that a quorum was present as follows:

P	D. Dwayne Tuggle	P	Kenneth G. Bunch
P	Rachel A. Carton	P	Sarah G. Ogden
P	Kenneth S. Watts	P	Janice N. Wheaton

Also present were the following staff members:

Sara E. Carter	Town Manager	Gary Williams	Director of Plants
W. Thomas Berry	Town Attorney	Becky L. Cash	Lead Water Operator
Vicki K. Hunt	Clerk of Council	Charles Thompson	Utilities Maintenance Foreman
Tracie L. Wright	Office Manager	Gary P. Smith, Jr.	WWTP Operator
Robert A. Shiflett, II	Chief of Police	Fred W. Adams	WWTP Operator Apprentice

Recitation of the Pledge of Allegiance to the Flag was followed by an invocation by Kenneth S. Watts.

Mayor Tuggle welcomed Mrs. Wheaton onto the Town Council.

Kelly Hitchcock, Central Virginia Planning District Commission, came forward on behalf of the group to give a report from the region’s Technical Strategy Advisory Committee on the Hazard Mitigation Plan required by FEMA and VDEM to be eligible for the pre-mitigation and mitigation funding through FEMA; included in the plan are activities that a community can do to mitigate ahead of a natural disaster providing an opportunity for communities to look at preparedness and lessen the impact on residences, businesses and communities.

There being no one listed to speak on the citizen comment sign-in sheet, no comments were made.

Mr. Watts made a motion that was seconded by Mrs. Carton to approve the minutes from the October 9, 2019, meeting as presented. There being no discussion, the motion carried 4-0-1 as follows:

D. Dwayne Tuggle		Kenneth G. Bunch	Aye
Rachel A. Carton	Aye	Sarah B. Ogden	Aye
Kenneth S. Watts	Aye	Janice N. Wheaton	Abstain

Mrs. Carton made a motion that was seconded by Mr. Bunch to set a public hearing on an amendment to the Town’s Comprehensive Plan to change the designated land use for Tax Map parcels 96-4-A and 96-1-1-7, totaling 76+/- acres from Planned Development-Residential to Agricultural to allow a request for a conservation easement. This land is generally the remainder of the undeveloped land of Mill Race subdivision. There being no discussion, the motion carried 4-1 as follows:

D. Dwayne Tuggle		Kenneth G. Bunch	Aye
Rachel A. Carton	Aye	Sarah B. Ogden	Aye
Kenneth S. Watts	Nay	Janice N. Wheaton	Aye

Mr. Watts made a motion that was seconded by Mrs. Carton to set a public hearing on proposed amendment to Table 7.1 of Chapter 18.1 of the Town Code, regulating uses in districts, allowing residences to be co-

located with businesses in the B-1 and B-2 district and delete the prohibition on sidewalk level residences where business and residences are co-located. There being no discussion, the motion carried 5-0 as follows:

D. Dwayne Tuggle		Kenneth G. Bunch	Aye
Rachel A. Carton	Aye	Sarah B. Ogden	Aye
Kenneth S. Watts	Aye	Janice N. Wheaton	Aye

Chief Shiflett announced that the second annual Town of Amherst Police Department Toy Drive will begin November 18, 2019, ending on December 16, 2019.

There being no one listed to speak on the citizen comment sign-in sheet, no comments were made.

There being no further business, the meeting adjourned until December 11, 2019, 7:00 pm on motion by Mrs. Ogden seconded by Mrs. Carton at 7:26 PM. The motion carried 5-0 with Mmes. Carton, Ogden, Wheaton and Mr. Watts and Bunch voting “Aye.”

\_\_\_\_\_  
 D. Dwayne Tuggle  
 Mayor

Attest: \_\_\_\_\_  
 Clerk of Council

FOR APPROVAL

## Town Manager's Report for the December 11, 2019 Town Council Meeting

### Committee

### Report

A. Industrial Development Authority	No meeting/no report
B. Planning Commission	Meeting held December 4, minutes attached
C. Board of Zoning Appeals	No meetings/no report
D. Property Maintenance Investigation Board	No meetings/no report
E. Community Relations Committee	No meetings/no report
F. Finance Committee	Meeting held November 13, minutes attached
G. Utilities Committee	Meeting held November 21, minutes attached
H. Town/Sweet Briar Sewer Use Advisory Commission	No meetings/no report
I. Lynchburg Regional Business Alliance	Did not attend meeting
J. Central Virginia Planning District Commission	Did not attend meeting
K. Amherst County Chamber of Commerce	Did not attend meeting



# AMHERST POLICE DEPARTMENT



## MONTHLY REPORT

### November 2019

Month:	SHIFT WORKING:
OFFICER:	VEHICLE:
MILEAGE START OF SHIFT:	MILEAGE END OF SHIFT:

CALLS FOR SERVICE	NUMBER
MOTORIST ASSIST	19
ALARM	16
PHONE COMPLAINT	29
BOLO	17
MISSING PERSON	
SHOPLIFTING	2
PROBLEM WITH OTHERS	6
DOMESTIC	1
CHECK WELFARE	1
NOISE OR DOG COMPLAINT	2
TRAFFIC CRASH	7
EMS CALLS	1
SUDDEN DEATH	1
SUSPICIOUS PERSON	3
Calls at Ambriar	7
OTHER	32

OFFICER INITIATED	NUMBER
BUILDING CHECKS	76
BUSINESS VISIT	77
BUILDING SEARCH	1
TRAFFIC SUMMONS	35
DRUNK IN PUBLIC	1
EXTRA PATROLS/ Parks	124/99
WARRANT SERVICE	10
PROPERTY WALK AROUNDS	37
WARRANTS OBTAINED	7
PARKING TICKETS	3
MISD. INVESTIGATION	7
FELONY INVESTIGATION	3
NARCOTICS INV.	
SEARCH WARRANT	6
PUBLIC RELATIONS	16
CITIZEN CONTACT	238

WARNINGS	NUMBER
SPEEDING	6
EQUIPMENT VIOLATION	5
RECKLESS DRIVING	1
SUSPENDED LICENSE	
INSPECTION/REGISTRATION	2
SEAT BELT / TEXTING	
ALL OTHER VIOLATIONS	8

TRAFFIC STOPS TICKETED	NUMBER
SPEEDING	21
EQUIPMENT VIOLATION	2
RECKLESS DRIVING	1
SUSPENDED LICENSE	1
INSPECTION/REGISTRATION	6
SEAT BELT / TEXTING	
ALL OTHER VIOLATIONS	4

ARREST	NUMBER
MISDEMEANOR	8
FELONY	1
EPO	1
ECO/ PPO	
NARCOTICS VIOLATION	
DUI / DUIG	3

OTHER	NUMBER
ASSIST OTHER OFFICER	20
ASSIST OTHER AGENCY	14
COURT	3
REPORTS	15
SCHOOL / TRAINING	2
MEETINGS	20
TOWED / IMPOUNDED VEH	3



# AMHERST POLICE DEPARTMENT

## MONTHLY REPORT



PLEASE LIST ALL PASS ON'S, INVESTIGATIONS, ARREST, IMPOUNDED VEHICLES WITH REASON AND LOCATION, AND BUSINESSES WITH OPEN DOORS OR ANY OTHER SIGNIFICANT COMPLAINTS.

Calls for service- 219

Miles patrolled- 6128



# TOWN OF AMHERST

P.O. Box 280 174 S. Main Street Amherst, VA 24521  
Phone (434)946-7885 Fax (434)946-2087

**To:** Town Council  
**From:** Tracie Wright  
**Date:** December 5, 2019  
**Re:** November 2019 Monthly Report

---

**Utilities** – 1156 bills were cut totaling \$200,340.68.

**A/P** – A total of 52 checks were cut totaling \$230,021.18 for November 2019 bills.

**Meals and Beverage Tax** – 14 Businesses paid \$47,833.38 in Meals and Beverage Tax for the month of October.

**Taxes** – License Fee bills were due by December 5<sup>th</sup>. Please inform everyone that if they did not receive their bill to please contact us at the office. Code of Virginia states that citizens are responsible for making sure they receive and pay their bills by the due date.

#### **New Projects –**

- New financial software installation set-up to begin soon.
- The new phone system is up and running at all locations. Council Members were asked to install a phone app on their cell phone that would allow Town Hall to transfer calls to Council Members without the worry of giving out personal information.

#### **Upcoming Items –**

- CIP Process
- Budget Process begins
- W2's and end of year reporting.

## **Clerk of Council November 2019 Report**

### **Committee Meetings**

#### **Planning Commission**

Receive and review agenda packet for 11-6-19 meeting; post agenda packet to website; prepare for and attend meeting; draft minutes for approval; post minutes on website

#### **Town Council**

Receive and review agenda packet for 11-13-19 meeting; post agenda packet to website; prepare for and attend meeting; draft minutes for approval; post minutes on website

**Quorums:** Confirm cancellation of meeting of Industrial Development Authority, confirm quorum for regular meetings of Planning Commission and Town Council

### **Town Website Maintenance and Management**

Maintain, create and update content including but not limited to:

- Agendas and Minutes
- Public Hearing notice with details
- Update Calendars, Hot Topics, News Room
- Update Council Member Information as to new council member Wheaton
- Add Amherst Street Map and Resource Guide
- Prepare for (setup) and load Town Council Audio meetings on Website

### **Town Facebook Administrator**

- Create content and/or design:
  - Christmas Parade information and advertisements
  - DMV-TO-GO Service reminders
- Share links to community events and news; Monitor feedback

### **Christmas Parade**

- Schedule and Attend 11-2-19 meeting with Mike Cargill, ACHS, Town Manager Carter, Charles Thompson in Re Christmas Parade lighting and technological details
- Update Entry forms;
- Receive, review entry forms;
- Track entry information in excel format for distribution
- Receive and respond to miscellaneous emails from participants
- Track and google research participants in an effort to finalize informational program for parade announcers.
- Miscellaneous emails to Mike Cargill re livestreaming of parade; Octavia Starbuck and Joyce Hoffman re Tree Lighting

### **Christmas Parade Marching Banners and Trophies**

- Finalize design and order Christmas parade marching banner
- Design and order Parade trophies

### **Other**

- Prepare Oath and cover letter re new council member Wheaton
- Prepare Giving Tuesday Proclamation
- Review zoning ordinance recodification notes
- Legal Ads/Public Hearing Notice: Planning Commission 12.4.19 and Town Council 12.11.19 meetings - send for publication; Utilities Committee Meeting
- Prepare miscellaneous purchase orders



# Town of Amherst Committees as of November 30, 2019

Appointed/Term Expires

**TOWN COUNCIL**

D. Dwayne Tuggle, Mayor	01/01/19	12/31/22
Rachel A. Carton, Vice Mayor	01/01/19	12/31/20
Kenneth S. Watts	01/01/19	12/31/22
Sarah B. Ogden	01/01/19	12/31/20
Kenneth G. Bunch	01/01/19	12/31/20
Janice N. Wheaton	11/12/19	12/31/22

**PLANNING COMMISSION**

June Driskill, Chairperson	06/08/16	06/30/20
<b>VACANCY</b>	<b>01/01/19</b>	<b>12/31/20 (TC rep)</b>
William Jones	07/01/10	06/30/23
Ted Finney	07/01/17	06/30/21
Kevin Belcher	07/01/18	06/30/22
Clifford Hart	07/01/19	06/30/23
Anne Webster Day	03/13/19	06/30/22

**BOARD OF ZONING APPEALS**

Gary Mays, Chairman	04/08/15	08/31/20
Ed Carton	09/01/19	08/31/24
Teresa Tatlock	07/10/16	08/31/21
Marvin Hensley	08/31/17	08/31/22
<b>Kevin James Akershoek</b>	<b>09/01/18</b>	<b>08/31/23 Vacancy Advertised</b>

**INDUSTRIAL DEVELOPMENT AUTHORITY**

Clifford Hart	09/01/19	08/31/23
Sharon Watts Turner	07/01/18	06/30/22
Gary Jennings	05/10/17	06/30/21
Jacob Bailey	06/08/16	06/30/20
Manly Rucker	05/10/17	06/30/21
Kim Odell Stein	07/11/18	06/30/22
Richard Wydner	07/01/19	06/30/23

**PROPERTY MAINTENANCE INVESTIGATION BOARD**

C. Manly Rucker, III	05/10/17	06/30/20
Bessie H. Kirkwood	07/01/18	06/30/21
Glenda Hash	06/08/16	06/30/20

**REGION 2000 REGIONAL COMMISSION/MPO**

D. Dwayne Tuggle	01/01/19	12/31/20
Sara Carter	01/01/19	12/31/20

Appointed/Term Expires

**CENTRAL VIRGINIA TRANSPORTATION COUNCIL (MPO)**

D. Dwayne Tuggle	01/01/19	12/31/20
Sara E. Carter	01/01/19	12/31/20

**TOWN/SWEET BRIAR SEWER USE ADVISORY COMMISSION**

Clifford Hart	01/01/19	12/31/20
Kenneth S. Watts	01/01/19	12/31/20

**JOINT COMMITTEE ON COOPERATION**

Kenneth S. Watts	01/01/19	12/31/20
Kenneth G. Bunch	01/01/19	12/31/20
Sarah B. Ogden	01/01/19	12/31/20

(3 Appointments from Amherst County)

<b>TOWN COUNCIL COMMITTEES (FOR THE 01/01/19-12/31/20TERM)</b>
--

**FINANCE COMMITTEE**

- Rachel A. Carton (Chairman) and Kenneth S. Watts
- Monitor the budget development process.
  - Review accounting procedures, budgets, and bookkeeping activities.
  - Interface with auditors.

**COMMUNITY RELATIONS AND RECREATION COMMITTEE**

- Sarah B. Ogden (Chairman) and Rachel A. Carton
- Monitor and review implementation of the Town's bike trails and public parks
  - Review the Town's beautification efforts and programs.
  - Interface with citizens, business operators, Sweet Briar College and VDOT

**UTILITIES COMMITTEE**

- Kenneth S. Watts (Chairman) and Kenneth G. Bunch
- Monitor the development and construction of capital improvement projects.
  - Review proposed utility system upgrades and extensions.
  - Interface and assist developers in coordinating Town policies with proposed new developments.

**RECODIFICATION COMMITTEE**

- Kenneth G. Bunch (Chairman) and Kenneth S. Watts
- Monitor the recodification of Town Code process
  - Review proposed proof and edits

# Utility/Town Maintenance and Construction Report

Nov--19

Water Meter Read	1150
Water Meter Re-Read	33
Disconnects	8
VA-811 Service locations	20
Vehicle PM Work Orders	28
Pump Station/Plant Work Orders	24
Banners Installed/Dismantled	1
Water Services Installed/Replaced	3
Sewer Services Installed/Replaced	3
Minor Leaks Repaired	7
Major Leaks Repaired	0
Minor Sewer Problems Resolved	4
Major Sewer Problems Resolved	0

10

## Man Hours

Meter Reading	95
Street/Sidewalk Maintenance	407
Safety Training	3
Bush Hogging	73
Flushing Water	0
Equipment Maintenance	92
Xmas decorations	120

## Major Issues & Comments

### Routine/Annual Work

### Projects/Unusual Work

Service Work Orders	Locating Un-marked/Unknown Water & Sewer System Assets
Meter Reading	Continue Safety and Shop/Yard Clean-up
Prev-Maint Work Orders	Staff has been working on finding water valves and addressing issues
Disconnects	Working on clearing water right of ways.
Re-connects	
Flushing Program in Select Locations	



TOWN OF AMHERST  
**DEPARTMENT OF PLANTS**

MONTHLY PRODUCTION AND OPERATIONAL REPORT  
 November -- 2019

SUBMITTED BY: GARY S. WILLIAMS,  
 DIRECTOR OF PLANTS

SUBMISSION DATE: 12-05-2019

**Grandview Water Filtration Plant,**

Daily Water Withdrawal and Production:

	Total, million gallons	Average, million gallons	Max, million gallons	Min, million gallons
Raw Water	9.780	0.340	0.550	0.160
Produced	8.480	0.290	0.132	0.130
Delivered	8.070	0.280	0.460	0.130

**Rutledge Creek Wastewater Treatment Plant,**

Daily Received and Treated Waste Stream:

	Total, million gallons	Average, million gallons	Max, million gallons	Min, million gallons
Final Effluent	5.872	0.196	0.293	0.143

November was a calm month seeing only 1.9 inches of recorded rainfall. Both plants reflected this in lower flow numbers.

**W. THOMAS BERRY**  
**ATTORNEY AT LAW**  
TAN BARK PROFESSIONAL BUILDING, COURT STREET  
P.O. BOX 354 \* 402 COURT STREET  
LOVINGSTON, VIRGINIA 22949

W. THOMAS BERRY

OFFICE PHONE  
434-263-4886  
Fax: 434-263-4285

December 2, 2019

Town of Amherst  
P.O. Box 280  
Amherst, VA 24521

Attn: Sara Carter- Town Manager

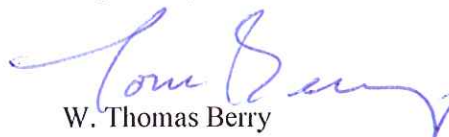
Re: Monthly Report to Town Council  
(November 2019)

Dear Ms. Carter and Council,

My report on work regarding the following matters:

1. Town Council Meeting: Attendance at the monthly scheduled meeting on November 13, 2019.
2. Personnel: Review of Town of Amherst Police Department Policy and Procedure (ongoing).
3. Business: Background research regarding Town Policy & Procedure. Additional review of Comcast Agreement. Discussions with John Conrad, Esquire. Review Memo of Understanding.
4. Upcoming Work: Police Department policies, Comcast and Town Park.
5. Access to Town Attorney: My email address is dawn@tomberylaw.com. Please feel free to use this email access provided, and I will promptly return any communication. My home phone (434) 946-9501; office phone (434) 263-4886.

Respectfully Submitted,

  
W. Thomas Berry

WTB/tpg

# Invoice

**W. THOMAS BERRY, LLC**  
 ATTORNEY-AT-LAW  
 P.O. BOX 354/ 402 COURT STREET  
 LOVINGSTON, VA 22949  
 PHONE: (434) 263-4886

Date	Invoice #
12/2/2019	9109

<b>Bill To</b>
Town of Amherst c/o Sara Carter P.O. Box 280 Amherst, VA 24521

<b>Terms</b>
Due on receipt

Description	Qty	Rate	Amount
11/1/2019 - REVIEW POLICE HANDBOOK	1.5	175.00	262.50
11/4/2019 - REVIEW POLICE HANDBOOK	2	175.00	350.00
11/6/2019 - COMCAST	1	175.00	175.00
11/6/2019 - REVIEW	1	175.00	175.00
11/8/2019 - T/T DOWNEY	0.5	175.00	87.50
11/13/2019 - EMPLOYEE TOWN MEETING	0.5	175.00	87.50
11/13/2019 - PREP TOWN MEETING	0.5	175.00	87.50
11/13/2019 - WORK ON MEMORANDUM OF UNDERSTANDING	1	175.00	175.00
11/18/2019 - T/T CONRAD ON COMCAST	0.8	175.00	140.00
11/22/2019 - JOHN CONRAD, COMCAST	0.8	175.00	140.00
11/22/2019 - DAVID HAWKINS MOA	0.5	175.00	87.50

<b>Total</b>	\$1,767.50
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$1,767.50

**FINANCE COMMITTEE  
MINUTES**

November 13, 2019  
5:15 PM

Attendees: Rachel Carton, Chairman and Ken Watts  
Staff: Sara Carter and Tracie Wright

The meeting was called to order by Ms. Carton at 5:15 p.m.

Staff reviewed the status of the software conversion for Finance with the committee. Staff also went over the Town's current policy regarding charging for the use of credit and debit cards. Staff requested the committee's direction for how the Town should proceed with the cost of credit and debit card use as the new financial software package is brought online.

The committee stated that the change should occur concurrent with the software, and requested that staff work on a new Utility Rate and Fee policy and Fee policy to bring to Council at that time.

The meeting adjourned at 5:23 p.m.

**UTILITIES COMMITTEE  
MINUTES**

November 21,2019  
1:00 pm

Attendees: Ken Watts, Chairman and Kenneth Bunch  
Staff: Gary Williams, Becky Cash and Sara Carter

The meeting was called to order by Mr. Watts at 1:00 pm.

Staff presented information to the committee regarding fluoridation in drinking water. With the upgrade of the Water Treatment Plant, staff wanted to confirm with the committee that the Town wished to continue fluoridation of water in the system.

The committee requested that staff bring a brief presentation to Council regarding the costs and the impacts of fluoridation for the committee to share with the Council. The committee will offer a recommendation to Council, but prefers that Council make the final decision.

The meeting adjourned at 1:26 pm.

**Town of Amherst  
Planning Commission Minutes  
December 4, 2019**

A meeting of the Town of Amherst Planning Commission was called to order by Chairperson June Driskill in the Council Chambers of Town Hall at 174 S. Main Street at 7:00 PM on December 4, 2019.

It was noted that one seat on the Planning Commission is vacant and that a quorum was present as indicated below:

P	June Driskill	P	William Jones
A	Kevin Belcher	P	Anne Webster Day
P	Ted Finney	P	Clifford Hart

Town Manager Sara Carter and Clerk of Council Vicki Hunt, in her capacity as Secretary to the Commission, were present.

The minutes from the November 5, 2019, Commission meeting were approved on a motion by Mr. Hart, seconded by Mr. Jones, and carried 5-0-1 according to the following:

June Driskill	Aye	Clifford Hart	Aye
Kevin Belcher	Absent	Anne Webster Day	Aye
Ted Finney	Aye	William Jones	Aye

The Chair opened a duly advertised public hearing at 7:01 PM on a proposed amendment to the Town's Comprehensive Plan to change the designated land use for Tax Map parcels 96-4-A and 96-1-1-7, totaling 76+/- acres from Planned Development- Residential to Agricultural to allow a request for a conservation easement by Dave McCormack, that would, if approved by Town Council, allow land between the developed portion of the Mill Race subdivision and the Amherst Milling Company to be changed from planned development areas to conservation and would allow Mr. McCormack to complete a conservation easement process for the property.

Dave McCormack was present to speak on his request and to answer questions.

There being no one else present who wished to speak on the matter, the public hearing was closed at 7:07 PM.

After discussion, Mr. Jones made a motion that was seconded by Mr. Hart of a recommendation to Town Council for disapproval of the proposed amendment to the Town's Comprehensive Plan to change the designated land use for Tax Map parcels 96-4-A and 96-1-1-7, totaling 76+/- acres from Planned Development- Residential to Agricultural.

The motion carried 3-0-2 according to the following:

June Driskill	Aye	Clifford Hart	Aye
Kevin Belcher	Absent	Anne Webster Day	Nay
Ted Finney	Nay	William Jones	Aye



Town Manager Carter reported that the Town has received a request from McDonalds to consider allowance for an electronic sign which would require an amendment to Section 18.1-908.10 (6) of the Zoning Ordinance.

Mike Freeman, Owner of Freeman Enterprises, dba McDonalds of Amherst, was present to speak on his request and to answer questions.

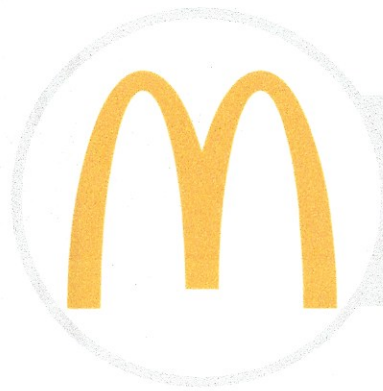
Darren Fore from the Amherst County Planning Commission was also present.

By consensus, Town Manager Carter was instructed by the Commission to prepare a proposed amendment to Section 18.1-908.10(6) for consideration by the Commissioners at the next meeting.

There being no further business, on motion of Mr. Finney, seconded by Mr. Hart, and carried 5-0-1 the meeting adjourned at 7:26 PM.

\_\_\_\_\_  
June Driskill, Chairperson

Attest: \_\_\_\_\_  
Secretary



# FREEMAN ENTERPRISES INC

McDonalds of BLACKSTONE \* AMHERST \* LOVINGSTON \* FAIRFIELD  
SOUTH BOSTON CENTERVILLE \* SOUTH BOSTON RIVERDALE \* CLARKSVILLE

Attention: Sara Carter  
Amherst Town Manager  
11/06/2019

Dear Sara,

I hope this letter finds you doing well!! Time certainly flies when you are serving burgers, shakes, and fries. It is hard to believe that the Amherst McDonalds has been re-opened 8 months now. I am happy to report that we have been growing significantly since we opened our doors back in March. Success in our business is always built on creating satisfied customers and we could not be growing without the full support of community of Amherst and its visionary leaders. When our company first purchased this location back in 2016, we were told by many that this location would not grow and that the forecast was flat for the foreseeable future. Boy were they wrong!! Our sales have been up approximately 20% over the same period last year. Thanks again for your partnership as we continue to invest together in the town of Amherst and the people of this community.

Additionally, I would like to make a request of the Town. We have had good success with updating our manual Roadsign Reader Boards at some of our other locations. I am not sure of the zoning required in Amherst, but we would like to replace our current manual/letter reader board with a similar sized electronic messaging board. These new boards are very attractive, convenient, safer and overall more effective - displaying typed messages, short video clips, and pictures. The proposed sign would be 3' tall x 5' wide and would be mounted in the same general area as the current manual letter board. The primary use of the board would be to communicate hiring opportunities, promote products and sale items, and invite customers to our restaurant. I am respectfully requesting permission to replace the current manual board with a new electronic one to be installed as soon as possible. I have also attached some video of one of our boards in a nearby town. The board featured in the video is the exact board that we would install in Amherst. Please advise if you need additional information or I could attend a town meeting if needed to discuss.

Thanks for your consideration,

Mike Freeman

Owner

Freeman Enterprises dba McDonalds of Amherst



FREEMAN ENTERPRISES INC  
120 ALYDAR PLACE  
LYNCHBURG VA 24503



910-894-0573

910-995-3526

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MIKE.FREEMAN@PARTNERS.MCD.COM

EFREEMAN422@GMAIL.COM