

**AMHERST TOWN COUNCIL**  
**AGENDA – WEDNESDAY, OCTOBER 14, 2020**  
**Meeting at 7:00 p.m.**  
**Town Hall, 174 S. Main Street, Amherst, VA 24521**

- 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. Presentation from Central Virginia Planning District Commission-** *Gary Christie from CVPDC will be present to provide a presentation and update from the Planning District Commission.*
  - 2. Public Hearing on an Amendment to the Sign Ordinance (Pg. 1)-** *A public hearing has been set and advertised for an amendment to the Signs portion of the Zoning Ordinance to address works of art.*
- 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. Citizen comments must be submitted in advance of the meeting, no later than 6:45 pm. Comments have been solicited via Facebook and the Town’s website.*
- 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. 2-12)** – *Drafts of the September 9, 10, 2020 and September 22, 2020 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. 13-24)**
    - 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 (Pg. 25)**
    - a. Finance Committee – *Mrs. Carton*
    - b. Community Relations – *Mrs. Ogden*
    - c. Utilities Committee – *Mr. Watts, met October 6, 2020, minutes attached*

**3. Other Reports (Pgs. 26-32)**

- a. Planning Commission, no meeting
- b. Industrial Development Authority, meeting October 5, 2020, minutes attached
- c. Robert E. Lee SWCD, minutes attached

**H. Discussion Items**

- 1. Christmas Parade Report and Decision for Event Pg. 33)-***Vicki Hunt and Sara Carter- Staff has reached out to previous parade participants and offers Council the attached feedback. Staff requests direction from the Council regarding whether planning for the parade should continue.*
- 2. Report on Small Business Grants - Kimball Payne –***Mr. Payne will provide an update on the number of applications and the action taken by the Industrial Development Authority.*
- 3. Authorization to purchase new server )Pgs. 34-35)-***Tracie Morgan- Council previously appropriated money from the CARES Act ‘salary swap’ for a new sever. Staff has received a quote from our IT provider and requests purchasing approval for the new server.*
- 4. Adopt Budget and CIP calendar for FY 2021-2022- (Pg. 36)-***Tracie Morgan- Each year, Council adopts a budget and CIP calendar for the following year’s budget process. This schedule follows the schedule used for the current fiscal year’s budget.*
- 5. Amendment to the Personnel Policy Pgs. 37-88, changes on pg. 75 only)-***Sara Carter- Staff recommends adding some clarifying language to the personnel policy to clarify types of misconduct that can create disciplinary issues.*

**I. Matters from Staff**

**J. Matters from Town Council**

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

**L. Citizen Comments**

**M. Closed session-** *Pursuant to §2.2-3711A.7 of the Code of Virginia, as it relates to consultation with legal counsel pertaining to actual litigation involving the Town, Council will hear updates from attorneys representing the Town.*

**N. Adjournment**

**As Advertised:**

**Sec. 18.1-908.06 (a)**

(4) *Works of Art.* Works of art that do not contain any commercial messages or references and are constructed or displayed on public property under the auspices of a locally based government agency. Size is limited to a square footage that is equal to the linear road frontage of the parcel the sign is placed on multiplied by 0.5. Works of art can only be on commercially zoned property on Routes 29 bypass, 29 business, or Route 60. All other ordinance requirements apply.

**Alternative Language:**

**Sec. 18.1-908.06 (a)**

(4) *Promotional Displays.* Promotional displays that do not contain any commercial messages or references and are constructed or displayed on public property under the auspices of a locally based government agency. Size is limited to a square footage that is equal to the linear road frontage of the parcel the sign is placed on multiplied by 0.5. Promotional displays can only be on commercially zoned property on Routes 29 bypass, 29 business, or Route 60. All other ordinance requirements apply.

Instead of “promotional displays,” substitute “community promotions.”

Eliminate the restrictions on size and location.

**Sec. 18.1-908.06 (a)**

(4) *Community Promotions.* Community promotions that do not contain any commercial messages or references and are constructed or displayed on public property under the auspices of a locally based government agency. ~~Size is limited to a square footage that is equal to the linear road frontage of the parcel the sign is placed on multiplied by 0.5. Works of art can only be on commercially zoned property on Routes 29 bypass, 29 business, or Route 60. All other ordinance requirements apply.~~

**Also, consider adding the following paragraph to Sec. 18.1-908.01, Intent :**

Works of art, aesthetic physical items or artistic creations, that do not meet the definition or intent of a sign as defined in Section 18.1-302.118, are not regulated by this ordinance.

For reference:

*Sec. 18.1-302.118 Sign. Any words, lettering, parts of letters, figures, numerals, phrases, sentences, emblems, devices, designs, trade name or marks, or combinations thereof, by which anything is made know[n], such as the designation of an individual, a firm, an association, a profession, a public business, a commodity, or product, which are visible from any public way and used as an outdoor display.*

Mayor D. Dwayne Tuggle called a regular monthly meeting of the Amherst Town Council to order on September 9, 2020, at 7:00 P.M. in the Council Chambers of the Town Hall at 174 S. Main Street.

As a result of COVID-19 cautionary restrictions and limited space the below council members and staff met in person and electronically via virtual meeting in the event persons wishing to avoid attending could still address Council from home.

It was noted that a quorum was present as follows:

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

Also present were the following staff members:

Kimball Payne	Interim Town Manager	Vicki K. Hunt	Clerk of Council
Sara Carter	Town Manager	Gary Williams (Remote)	Director of Plants
Tracie Morgan	Office Manager/Treasurer	Becky L. Cash (Remote)	Lead Water Operator
Bobby Shiflett	Chief of Police		

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

Interim Town Manager Payne gave a report on a proposed Uncodified Ordinance to Effectuate Temporary Changes in Certain Deadlines and to Modify Public Meeting and Public Hearing Practices and Procedures to Address Continuity of Operations Associated with Pandemic Disaster as Authorized by Virginia Code § 15.2-1413 and § 15.2-142, which would, if approved, allow Council to address the need for emergency and electronic meetings until the crisis subsides and the executive order is rescinded or expires, as recommended by staff. The ordinance had previously been adopted on an emergency basis and needed to be readopted within sixty days.

Mayor Tuggle opened a duly advertised public hearing at 7:05 p.m. on a proposed Uncodified Ordinance to Effectuate Temporary Changes in Certain Deadlines and to Modify Public Meeting and Public Hearing Practices and Procedures to Address Continuity of Operations Associated with Pandemic Disaster as Authorized by Virginia Code § 15.2-1413 and § 15.2-142, allowing Council to address the need for emergency and electronic meetings until the crisis subsides and the executive order is rescinded or expires, as recommended by staff.

There being no one listed to speak on the citizen public hearing comment sign-in sheet or otherwise, Mayor Tuggle closed the public hearing at 7:06 p.m.

Ms. Carton made a motion that was seconded by Mr. Bunch to adopt the Uncodified Ordinance to Effectuate Temporary Changes in Certain Deadlines and to Modify Public Meeting and Public Hearing Practices and Procedures to Address Continuity of Operations Associated with Pandemic Disaster as Authorized by Virginia Code § 15.2-1413 and § 15.2-142, as recommended by staff.

There being no discussion, the motion 4-0 via the roll call method carried as follows:

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

A copy of the Ordinance is attached to and made a part of these minutes.

Interim Town Manager Payne gave a report on a proposed Ordinance Amending the FY20/21 Budget, that would, if adopted, reflect receipt of \$190,633.00 in additional CARES Act funding to be budgeted in the General Fund, Town Manager, Cares Act Expenses with expenditures controlled by future guidance from the state and federal governments and approval of Council; and \$13,797.00 from an insurance settlement related to a piece of equipment at the wastewater treatment plant to be budgeted in the Sewer Fund under Operations, as recommended by staff.

Mayor Tuggle opened a duly advertised public hearing at 7:08 p.m. on a proposed Ordinance Amending the FY20/21 Budget, and appropriating the funds, that would, if adopted, reflect receipt of \$190,633.00 in additional CARES Act funding budgeted in the General Fund, Town Manager, Cares Act Expenses, and \$13,797.00 from an insurance settlement budgeted in the Sewer Fund under Operations, as recommended by staff.

There being no one listed to speak on the citizen public hearing comment sign-in sheet or otherwise, Mayor Tuggle closed the public hearing at 7:09 p.m.

Mr. Watts made a motion that was seconded by Ms. Carton to adopt the proposed Ordinance Amending the FY20/21 Budget, and appropriating the funds, reflecting receipt of \$190,633.00 in additional CARES Act funding to be budgeted in the General Fund, Town Manager, Cares Act Expenses, and \$13,797.00 from an insurance settlement to be budgeted in the Sewer Fund under Operations, as recommended by staff.

There being no discussion, the motion 4-0 via the roll call method carried as follows:

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

A copy of the Ordinance is attached to and made a part of these minutes.

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

Ms. Carton made a motion that was seconded by Mr. Bunch to approve the minutes from the August 12, 2020, meeting.

There being no discussion, the motion as to the August 12, 2020, minutes carried 4-0 via the roll call method as follows:

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

Finance Chairman Rachel Carton and Interim Town Manager Payne gave a report on the Finance Committee's review of the proposed use of the CARES Act funding and its recommendations to utilize remaining funds to cover police salaries during the pandemic through December 20, 2020, referred to as a "salary swap" freeing up resources in the General Fund to be used for COVID related expenses, FY21 budget restoration, and other uses including hazard pay and part-time salary support for Police Department, to improve audio visual in council chambers, possible HVAC upgrades, and an increase in the Contingency Fund for future needs.

After discussion, upon recommendation from the Finance Committee and staff, Town Council voted 4-0 to approve use of remaining CARES Act funding to cover police salaries during the pandemic through December 20, 2020, freeing up resources in the General Fund to be used for COVID related expenses, FY21 budget restoration, and other uses including hazard pay and part-time salary support for Police Department, improve audio visual in council chambers, possible HVAC upgrades, and increase in the Contingency Fund for future needs.

The vote via the roll call method was follows:

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

By consensus of Council, because no additional information had be received by the applicant, action on 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 to allow a request for a conservation easement by Dave McCormack, Owner, Lazy River LTD, 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. McCormick to complete a conservation easement process for the property was deferred to a future meeting with a date uncertain due to the current covid-19 crisis, as recommended by staff.

By consensus of Council a public hearing will be held at its next meeting on October 14, 2020, on a proposed amendment of the Town of Amherst Zoning Ordinance (Article IX. Special Provisions, Section 18.1-908.06 Signs).

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

At 7:32 P.M. Ms. Carton made a motion that was seconded by Mr. Watts as follows: I move that the Town Council go into closed session pursuant to §2.2-3711A.1 of the Code of Virginia as it relates to assignment, appointment, promotion, performance of specific public officers, appointees, or employees, specifically to discuss the potential for, timing and conditions of the Town Manager’s return to duty.

The motion carried 4-0 via the roll call method as follows:

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

Mayor Tuggle recessed the meeting at 7:33 PM.

Mayor Tuggle reconvened the meeting in closed session at 7:39 PM. It was noted that a quorum was present as follows:

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

At 8:04 P.M. Ms. Carton made the following motion: I move that the Town Council adjourn the closed session and enter open session and certify that to the best of each councilors' knowledge that (i) only public business matters lawfully exempted from open meeting requirements under Title 2.2, Chapter 37 and §15.2-2907 of the Code of Virginia and (ii) only such public business matters as were identified in the motion by which the closed session was convened were heard, discussed or considered in the session.

The motion carried 4-0 via the roll call method as follows:

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

Upon entering open session Mayor D. Dwayne Tuggle made the following statement concerning Town Manager, Sara E. Carter.

Ms. Carter has the full support and confidence of the Town staff and Town Council. We are anticipating her return to full duties and to be able to fulfill all of her job responsibilities or assignments on September 28<sup>th</sup>. Ms. Carter we are happy you are back.

There being no further business, the meeting adjourned until October 14, 2020, at 8:07 pm on motion by Ms. Carton, seconded by Mr. Bunch.

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

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

**UNCODIFIED ORDINANCE TO EFFECTUATE TEMPORARY CHANGES IN CERTAIN DEADLINES AND TO MODIFY PUBLIC MEETING AND PUBLIC HEARING PRACTICES AND PROCEDURES TO ADDRESS CONTINUITY OF OPERATIONS ASSOCIATED WITH PANDEMIC DISASTER AS AUTHORIZED BY VIRGINIA CODE § 15.2-1413 AND § 15.2-1427**

**WHEREAS**, on March 12, 2020, amended May 26, 2020, Governor Ralph S. Northam issued Executive Order Fifty-One declaring a state of emergency for the Commonwealth of Virginia arising from the novel Coronavirus (COVID-19) pandemic; and

**WHEREAS**, Executive Order Fifty-One acknowledged the existence of a public health emergency which constitutes a disaster as defined by Virginia Code § 44-146.16 arising from the public health threat presented by a communicable disease anticipated to spread; and

**WHEREAS**, Executive Order Fifty-One ordered implementation of the Commonwealth of Virginia Emergency Operations Plan, activation of the Virginia Emergency Operations Center to provide assistance to local governments, and authorization for executive branch agencies to waive “any state requirement or regulation” as appropriate; and

**WHEREAS**, on March 13, 2020, the President of the United States declared a national emergency, beginning March 1, 2020, in response to the spread of COVID-19; and

**WHEREAS**, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a pandemic; and

**WHEREAS**, on March 23, 2020, the governing body of Amherst County, the Board of Supervisors, confirmed the declaration of local emergency made by the local director of emergency management; and

**WHEREAS**, the Board of Supervisors of Amherst County and the Town Council of the Town of Amherst finds that COVID-19 constitutes a real and substantial threat to public health and safety and constitutes a “disaster” as defined by Virginia Code §44-146.16 being a



“communicable disease of public health threat;” and

**WHEREAS**, Virginia Code § 15.2-1413 provides that, notwithstanding any contrary provision of law, a locality may, by ordinance, provide a method to assure continuity of government in the event of a disaster for a period not to exceed six months; and

**WHEREAS**, Virginia Code § 44-146.21(C) further provides that a local director of emergency management or any member of a governing body in his absence may upon the declaration of a local emergency “proceed without regard to time-consuming procedures and formalities prescribed by law (except mandatory constitutional requirements) pertaining to performance of public work;” and

**WHEREAS**, Virginia Code § 2.2-3708.2(A)(3) allows, under certain procedural requirements including public notice and access, that members of Town Council may convene solely by electronic means “to address the emergency;” and

**WHEREAS**, the open public meeting requirements of the Virginia Freedom of Information Act (“FOIA”) are limited only by a properly claimed exemption provided under that Act or “any other statute;” and

**WHEREAS**, the Governor and Health Commissioner of the Commonwealth of Virginia and the President of the United States have recommended suspension of public gatherings of more than ten attendees; and

**WHEREAS**, The Attorney General of Virginia issued an opinion dated March 20, 2020, stating that localities have the authority during disasters to adopt ordinances to ensure the continuity of government; and

**WHEREAS**, this emergency ordinance in response to the disaster caused by the COVID-19 pandemic promotes public health, safety and welfare and is consistent with the law of the Commonwealth of Virginia, the Constitution of Virginia and the Constitution of the

United States of America.

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Amherst, Virginia:

1. That the COVID-19 pandemic makes it unsafe to assemble in one location a quorum for public bodies including the Town Council, the Planning Commission, Board of Zoning Appeals, Industrial Development Authority, and all local and regional boards, commissions, committees and authorities created by the Town Council or to which the Town Council appoints all or a portion of its members (collectively “Public Entities” and individually “Public Entity”), or for such Public Entities to conduct meetings in accordance with normal practices and procedures.
2. That in accordance with Virginia Code § 15.2-1413, and notwithstanding any contrary provision of law, general or special, the following emergency procedures are adopted to ensure the continuity of government during this emergency and disaster:
  - a. Any meeting or activities which require the physical presence of members of the Public Entities may be held through real time electronic means (including audio, telephonic, video or other practical electronic medium) without a quorum physically present in one location; and
  - b. Prior to holding any such electronic meeting, the Public Entity shall provide public notice of at least 3 days in advance of the electronic meeting identifying how the public may participate or otherwise offer comment; and
  - c. Any such electronic meeting of Public Entities shall state on its agenda and at the beginning of such meeting that it is being held pursuant to and in compliance with this Ordinance; identify Public Entity members physically and/or electronically present; identify the persons responsible for receiving public comment; and

identify notice of the opportunities for the public to access and participate in such electronic meeting; and

- d. Any such electronic meeting of the Public Entities shall be open to electronic participation by the public and closed to in-person participation by the public; and
- e. For any matters requiring a public hearing, public comment may be solicited by electronic means in advance and shall also be solicited through telephonic or other electronic means during the course of the electronic meeting. All such public comments will be provided to members of the Public Entity at or before the electronic meeting and made part of the record for such meeting; and
- f. The minutes of all electronic meeting shall conform to the requirements of law, identify how the meeting was conducted, members participating, and specify what actions were taken at the meeting. The Public Entities may approve minutes of an electronic meeting at a subsequent electronic meeting and shall later approve all such minutes at a regular or special meeting after the emergency and disaster has ended.

**IT IS FURTHER ORDAINED** that notwithstanding any provision of law, regulation or policy to the contrary, any deadlines requiring action by a Public Entity, its officers (including Constitutional Officers) and employees of its organization shall be suspended during this emergency and disaster, however, the Public Entities, officers and employees thereof are encouraged to take such action as is practical and appropriate to meet those deadlines. Failure to meet any such deadlines shall not constitute a default, violation, approval, recommendation or otherwise.

**IT IS FURTHER ORDAINED**, that non-emergency public hearings and action items of Public Entities may be postponed to a date certain provided that public notice is given so that

the public are aware of how and when to present their views.

**IT IS FURTHER ORDAINED**, that the provisions of this Emergency Ordinance shall remain in full force and effect in accordance with § 15.2-1413, for a period not to exceed 6 months after Executive Order Fifty-One declaring the emergency and disaster arising from the novel Coronavirus (COVID-19) is rescinded by the Commonwealth, or unless amended, rescinded or readopted by the Town Council in conformity with the notice provisions set forth in Virginia Code §15.2-1427. Upon rescission by the Town Council or automatic expiration as described herein, this emergency ordinance shall terminate and normal practices and procedures of government shall resume.

Nothing in this Emergency Ordinance shall prohibit Public Entities from holding in-person public meetings provided that public health and safety measures as well as social distancing are taken into consideration.

An emergency is deemed to exist, and this ordinance shall be effective upon its adoption.

ADOPTED BY THE TOWN OF AMHERST ON SEPTEMBER 9, 2020.

APPROVED

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

ATTEST:

\_\_\_\_\_  
Clerk of Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

AN ORDINANCE AMENDING THE [BUDGET](#) ESTABLISHED FOR THE TOWN OF AMHERST, VIRGINIA FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021 MAKING REVENUE ESTIMATES AND APPROPRIATIONS FOR SAME.

**BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF AMHERST, VIRGINIA:**

The Fiscal Year 2020/2021 Budget for the Town of Amherst, originally adopted June 10, 2020, is hereby amended to reflect the receipt of the following revenues: to the General Fund, \$190,633 in CARES Act funding from Amherst County to be budgeted for expenditure in the General Fund, Town Manager, Cares Act Expenses, and to the Sewer Fund, \$13,797 from an insurance settlement to be budgeted for expenditure in the Sewer Fund, Operations,

And furthermore, the same amounts are hereby appropriated for expenditure in the respective funds.

That the following projected sources and use of funds are hereby revised and approved as the FY21 Town of Amherst budget and approved appropriations for the respective funds.

**Estimated Revenues**

General Fund	<b>\$1,284,731</b>
Water Fund	\$1,239,536
Sewer Fund	<b>\$936,420</b>
Garbage Fund	\$141,298
IDA Fund	\$334,857

**Estimated Expenditures**

General Fund	<b>\$1,284,731</b>
Water Fund	\$1,239,536
- Operations	\$787,174
- Debt Service and Capital Projects	\$452,362
Sewer Fund	<b>\$936,420</b>
- Operations	<b>\$650,840</b>
- Debt Service and Reserve	\$285,580
Garbage Fund	\$141,298
IDA Fund	\$334,857

*This Ordinance was passed by a vote of Amherst Town Council on September 9, 2020.*

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk of Council

Amherst Town Council convened for a special meeting on September 22, 2020, at 5:30 P.M., at the Old Mill, 140 Union Hill Road, Amherst, Virginia.

It was noted that a quorum was not present as follows:

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

Also present was Town Manager, Sara Carter.

Dave McCormack, Wakeshaw Development, gave a tour of the Amherst Mill property.

There being no other business, the meeting adjourned until October 14, 2020, at the conclusion of the tour.

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

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

FOR APPROVAL

## **Town Manager's Report for the October 14, 2020 Town Council Meeting**

### Current Activities in Town:

- The sliplining project is moving along. There have been a few delays and issues, but the use of WW Associates for inspection is working well and keeping eyes on the project.
- The Town was approved by the VRA credit committee for the Water Treatment Plant renovation. We have received minor comments on the plans from the Health Department. The plans have been resubmitted and we hope to receive approval very soon so that we can go to bid before the end of this year.
- The IDA has begun awarding small business grants with the money appropriated by Council. They met on October 5<sup>th</sup>, and awarded five grants. Mr. Payne will update Council on this program at your meeting.

### Meetings this month:

- Council tour of the mill was held on September 22<sup>nd</sup>, 2020.
- The Utilities committee met on October 6, 2030 at the mill to discuss the proposed conservation easement.

### Upcoming meetings and items of interest:

- The VML/VACO Steering committee will be meeting next week. This is the group that negotiates rates for public entities with APCO. There has been quite a bit of attention on this negotiation this cycle, as there are many entities that are interested in public entities being able to net meter for solar panels. The current contract has a cap for this activity, which has kept some school districts and local governments from using solar.
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# AMHERST POLICE DEPARTMENT



## MONTHLY REPORT

### September 2020

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

CALLS FOR SERVICE	NUMBER
MOTORIST ASSIST	15
ALARM	8
PHONE COMPLAINT	144
BOLO	6
MISSING PERSON	
SHOPLIFTING	
PROBLEM WITH OTHERS	10
DOMESTIC	
CHECK WELFARE	1
NOISE OR DOG COMPLAINT	2
TRAFFIC CRASH	6
EMS CALLS	3
SUDDEN DEATH	
SUSPICIOUS PERSON	9
CALL AT AMBRIAR	1
OTHER	43

OFFICER INITIATED	NUMBER
BUILDING CHECKS	175
BUSINESS VISIT	82
BUILDING SEARCH	2
TRAFFIC SUMMONS	1
DRUNK IN PUBLIC	
EXTRA PATROLS/ Parks	225/41
WARRANT SERVICE	3
PROPERTY WALK AROUNDS	38
WARRANTS OBTAINED	12
PARKING TICKETS	
MISD. INVESTIGATION	2
FELONY INVESTIGATION	4
NARCOTICS INV.	2
SEARCH WARRANT	1
PUBLIC RELATIONS	2
CITIZEN CONTACT	265

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

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

ARREST	NUMBER
MISDEMEANOR	1
FELONY	4
EPO/PPO	
ECO	
NARCOTICS VIOLATION	2
DUI / DUID	1

OTHER	NUMBER
ASSIST OTHER OFFICER	19
ASSIST OTHER AGENCY	26
COURT	
REPORTS	15
SCHOOL / TRAINING	FTO
MEETINGS	8
TOWED / IMPOUNDED VEH	





# **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.

Call for service: 162

Miles patrolled: 5,516

### **ASSIST COUNTY CALLS:**

9/15 Traffic stop at Main St. and Boxwood Farm Rd. Gun and narcotics cleared summons.

9/13- B&E assault on Ebenezer Rd. cleared arrest.

9/13- Paper service on Jeffrey Loop. Arrest

9/17- Alarm at clock factory. Cleared building secured.

9/18- Clingenpeel Ln suspicious person. Unfounded.

9/20- Fleeing Fugitive Old Stage Rd. Not found

9/22-Traffic stop St. 60 E. and Dulwich Dr. Arrest by APD guns and narcotics.

9/23-DUI traffic stop 60 and Bailey's Sawmill Rd. APD arrest.

9/26- Problems with others. Cleared advice.

9/28-Traffic stop 60 and Taylor St. DUI arrest.

9/29- 29 N. and 151 traffic stop. Narcotics found cleared summons.

### **AFTER HOURS CALLS:**

NONE



## AMHERST POLICE DEPARTMENT

### MONTHLY REPORT



#### September Activities:

- Sign message board was used at a number of locations throughout the town. It was used mainly on North Main Street and South Main Street for speed notification.
- Staff attended a mock accreditation at Colonial Heights Police Department to train and watch the process. Staff was able to observe and interact with the assessors. They now have a much better understanding how the process works and what is expected to obtain department accreditation.
- Staff continues to work on accreditation and good progress is being made.
- Staff attended and worked with ACSO with evidence inspections for our department.
- Camera system has been installed at the department and is up and running. The camera system has already assisted staff in helping obtain some footage to help solve an issue that we had at a local business.
- Officer Brandon Payne obtained his (FTO) Field Training Officer certification.
- Staff received Line of Duty Death Benefits training.
- Officer Payne obtained Breath Operator recertification.
- Belinda Gaines accepted the part-time secretary position. Belinda has been assisting the department with IBR reports since 1999. She brings a multitude of experience with her and her skillsets will only add to the department's operation.
- Planning has started for the Third Annual Amherst Police Department Toy Drive that is slated to start on November 2, 2020.
- Investigator Watts has four open investigations for the month of Sept. he was able to close five.



# 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 Morgan  
**Date:** October 7, 2020  
**Re:** September 2020 Monthly Report

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**Utilities** – 1155 bills were cut totaling \$203,839.49

**A/P** – September bills totaled \$230,618.78

**Meals and Beverage Tax** – 13 Businesses paid \$39,550.44 in Meals and Beverage Tax for the month of August.

**New Financial Software** – We are officially live in the new system. I still have quit a bit to do regarding entries from old system to new system, but all work is now taking place in Edmunds. We started collecting credit card fees as well and with very little complaints. New utility bills will go out with our October billing.

**Upcoming Items** –

- Continuing COVID related work and CARES Funds work.
- Capital Improvement Plan
- Budget

**Auditors** – Auditors are scheduled to be here December 14<sup>th</sup> and 15<sup>th</sup> for FY20 work.

We have a lot going on in the office. Dee and I both are trying to maintain our normal job duties, while participating in training for the new software and handling the desk on the days we do not have help. I am trying to do my end of year work, prepare for the audit, key in items from the old software to the new software and I am attempting to keep up on the CARES Funds. Please be patient with me for a bit longer to get my due dates back on track with everything that I am responsible for giving you.

**CLERK OF COUNCIL REPORT  
SEPTEMBER 2020**

**COMMITTEE MEETINGS**

**Planning Commission**

Receive and review agenda materials; assemble packet for 9-2-20 meeting; distribute and post agenda packet to website; prepare for and attend meeting; draft minutes for approval; post to Town website

**Industrial Development Authority**

Receive and review agenda materials; assemble packet for 9-8-20 meeting; distribute and post agenda packet to website; prepare for and attend meeting; draft minutes for approval; post to Town website

**Town Council**

Receive and review agenda materials; assemble packet for 9-9-20 meeting; distribute and post agenda packet to website; prepare for and attend meeting; draft minutes for approval; post to Town website

**Quorums:** Confirm Planning Commission, IDA, and Town Council meetings with members.

**TOWN WEBSITE DESIGN AND CONTENT MANAGEMENT**

Administration of website generating and continuously uploading information/documents; revising website pages with new information and links to documents and/or outside sites; examining traffic through the site; design for overall look and feel of the site, including photos, color, graphics and layout; creating, editing, posting, updating, and cleaning up outdated content.

**TOWN FACEBOOK ADMINISTRATOR**

- Create content and/or design and post on Facebook and Website, including but not limited to:
  - Notice: Procedures for Amherst Town Council September meeting during Covid-19 pandemic with link to YouTube
  - Notice: Wastewater System Improvements and Work Schedule Updates
  - Notice: Online payment information
  - Notice: Cares Act funding/grant
  - Notification: Grass clippings on roadways
- Share links to community events and news; Monitor feedback

**2020 CHRISTMAS PARADE**

Receive feedback from 2019 Christmas Parade participants; respond to participants; track information and prepare report to council.

**AUDIO VISUAL**

September 15, 2020 – Meet with Mr. Payne and StageSound representative to discuss audio visual needs for council chambers. Correspond with Point Source representative.

**OTHER:**

- Work on new Christmas street banner
- Receive, review and return certification of COVID-19 Response & Infectious Disease Plan and COVID-19 Awareness Training
- Prepare, send, post Legal Ads/Public Hearing Notice: Utilities Committee Meeting 10/6/20 – Site Tour of Old Mill; Town Council Meeting 10/9/20– Zoning Ordinance Amendment
- Miscellaneous phone calls, correspondence, research
- Prepare miscellaneous purchase orders

Town of Amherst Committees as of September 30, 2020 Update; See Attached.

# Town of Amherst Committees as of September 30 , 2020

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	05/13/20	06/30/24
Janice N. Wheaton	12/11/10	12/31/20 (TC rep)
William Jones	07/01/19	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	Vacancy Advertised
Ed Carton	09/01/19	08/31/24	
Teresa Tatlock	07/10/16	08/31/21	
Marvin Hensley	08/31/17	08/31/22	
Kevin James Akershoek	09/01/18	08/31/23	Vacancy Advertised

**INDUSTRIAL DEVELOPMENT AUTHORITY**

Clifford Hart	07/01/19	08/31/23
Sharon Watts Turner	07/01/18	06/30/22
Gary Jennings	05/10/17	06/30/21
Jacob Bailey	06/10/20	06/30/24
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	05/13/20	06/30/24
Bessie H. Kirkwood	07/01/18	06/30/22
Glenda Hash	05/13/20	06/30/24

**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>
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**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

**AD HOC COMMITTEE – PERSONNEL PERFORMANCE EVALUATION FORMS**

- Kenneth G. Bunch (Chairman) and Rachel A. Carton
- Review and make revisions to the Town's Personnel Employee Performance Evaluation and Employee Self-Performance Evaluation Forms

# Utility/Town Maintenance and Construction Report

Sep-20

Water Meter Read	1150
Water Meter Re-Read	35
Disconnects	25
VA-811 Service locations	45
Vehicle PM Work Orders	15
Pump Station/Plant Work Orders	27
Banners Installed/Dismantled	1
Water Services Installed/Replaced	2
Sewer Services Installed/Replaced	4
Minor Leaks Repaired	2
Major Leaks Repaired	1
Minor Sewer Problems Resolved	6
Major Sewer Problems Resolved	3

## Man Hours

Meter Reading	78
Street/Sidewalk Maintenance	265
Safety Training	2
Bush Hogging	80
Flushing Water	0
Equipment Maintenance	48
Xmas decorations	0

## 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  
September -- 2020**

**SUBMITTED BY: GARY S. WILLIAMS,  
DIRECTOR OF PLANTS  
SUBMITTED ON: 10/7/2020**

**Grandview Water Filtration Plant,  
Daily Source Water Withdrawal, Process, and Production Volumes.**

	<b>Total,</b> Million Gallons	<b>Average,</b> Million Gallons	<b>Max.,</b> Million Gallons	<b>Min.,</b> Million Gallons
Raw Source Water	10.360	0.350	0.580	0.160
Plant Production	9.560	0.320	0.500	0.140
Water Delivered to System	9.120	0.300	0.490	0.140

**Rutledge Creek Wastewater Treatment Facility  
Daily Process, and Production Volumes.**

	<b>Total,</b> Million Gallons	<b>Average,</b> Million Gallons	<b>Max.,</b> Million Gallons	<b>Min.,</b> Million Gallons
Raw Influent Sewage	8.075	0.269	0.526	0.291
Final Treated Effluent	7.746	0.258	0.518	0.173

**Stand Out Details of Monthly Operations.**

- 09/01/20 The Town of Amherst violated its VPDES permit for the month of August 2020. Those violations were for the Monthly Average of both BOD<sub>5</sub> and TSS for stream loading in kilograms per day. And a violation for TSS in the monthly average for concentration in milligrams per liter. Rain and an associated high influent flow at the Rutledge Creek facility on August 31, 2020, was reported to the Department of Environmental Quality as an "Unusual/Extraordinary Inflow first as a 24-hour notification September 1, 2020. And followed up with the required five day written report on September 3, 2020, which reported a total daily flow of 1,770,390 gals, causing a four hour period in which process solids were forced out of the plant's oxidation ditches and discharged into the Rutledge Creek by way of the plant's outfall. It was this high flow and subsequent solids loss that caused the stated violations. The Rutledge Creek Facility has a daily design flow of 600,000 gals with the ability to handle a brief (unsustained) flow of 1,200,000 gals. Operational staff maintained routine plant treatment till 1:45 PM when both design flows were exceeded by 2,346 gals/min and up flow. The total recorded rainfall for August 2020 was 7.7 inches, with 3.5 inches recorded on August 31, 2020, which, with saturated ground, contributed to the high influent flows received at the plant.

The chart below is an excerpt taken from the plant data ledger showing how results for the month looked. Highlighted values are reported violations.

Total	8.05665	Temp	DO	pH	TSS, mg/l	WK Avg	TSS, kg/D	WK Avg	BOD, mg/l	WK Avg	BOD, kg/d	WK Avg
Average	0.259892	24.2	7.5	7.8	69.6		444.9		7.5		41.6	
Maximum	1.77039	25.2	8	8.3	594	4.9	3,980.40	3.5	54.5	3.3	365.2	2.4
Minimum	0.15678	23.1	6.9	7.2	3.2	3.3	2.2	2.5	1	1	0.7	0.7

The next chart shows the same data minus the values reported for August 31, 2020. The highlighted boxes show the Facility would have been in compliance for the month had the rain event not occurred.

Total	6.28626	Temp	DO	pH	TSS, mg/l	WK Avg	TSS, kg/D	WK Avg	BOD, mg/l	WK Avg	BOD, kg/d	WK Avg
Average	0.209542	24.2	7.5	7.8	4		2.9		1.6		1.1	
Maximum	0.28768	25.2	8	8.3	5.7	4.9	4.1	3.5	3.9	3.3	2.8	2.4
Minimum	0.15678	23.5	6.9	7.2	3.2	3.3	2.2	2.5	1	1	0.7	0.7

- 09/02/20 VRWA Circuit Rider Meeting with Donna Lawson(Wastewater) and Robbie Jones(Water
- 09/03/20 Quarterly VAMWA Member Meeting.  
The 3rd quarter members meeting convened electronically at 09:00AM. Items of interest for the Town and in particular a discussion on Nutrients which was broken into 3 sub parts. The first was in regards to the Chesapeake Bay WIP3 "Floating Cap" rulemaking and study. As of reporting this item will be having limited impact on the Town as the Rutledge Creek WWTP effluent flow is below the lowest reporting flow. Other items discussed that could have some reporting requirements for the Rutledge Creek WWTP are the James River Chlorophyll Criteria, freshwater Ammonia criteria implementation and DEQ PFAS initiative.
- 09/15/20 Department of Environmental Quality Point Source Nutrient Reduction Review Work Group.
- 09/16/20 VDH-ODW Water Works Advisory Committee Meeting.
- 09/24/20 State Water Control Board Meeting.
- 09/24/20 Department of Environmental Quality Water Quality and Point Source meetings.



**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  
KYLE D. HUGHES

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

October 8, 2020

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

Attn: Sara Carter – Town Manager

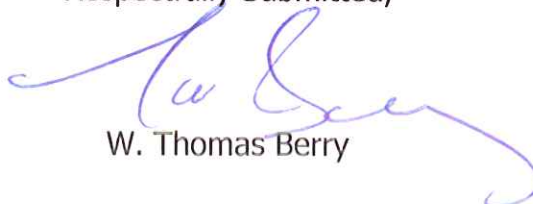
Re: Monthly Report to Town Council  
(September 2020)

Dear Ms. Carter and Council,

My report on work regarding the following matters:

1. Town Council Meeting: I did not attend the monthly scheduled meeting on September 9, 2020.
2. Business:
  - A. Review procedure on abandonment,
  - B. Maple Lane property Taze Crowder/Surveyor,
  - C. Review local ordinances on COVID, specifically, protocol,
  - D. Sewer line easement, Bailey.
3. Upcoming Work:
  - A. Easements and slip-line follow up.
  - B. Brockman Park update and review
4. Access to Town Attorney: My email address is dawn@tomberrylaw.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/dmc

**W. THOMAS BERRY, LLC**

ATTORNEY-AT-LAW

P.O. BOX 354/ 402 COURT STREET

LOVINGSTON, VA 22949

PHONE: (434) 263-4886

**Invoice**

Date	Invoice #
10/8/2020	9477

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

Description	Qty	Rate	Terms
			Due on receipt
			Amount
9/7/2020 - REVIEW TOWN HALL PACKAGE	0.8	175.00	140.00
9/16/2020 - ABANDONMENT OFF MAIN	1	175.00	175.00
9/18/2020 - CALLED ON COVID PROTOCOL LOCALITIES	1	175.00	175.00
9/23/2020 - LAND RECORDS BAILEY EASEMENT	1.2	175.00	210.00
9/23/2020 - BROCKMAN PARK	1.5	175.00	262.50
9/28/2020 - FOIA	0.8	175.00	140.00
<b>Total</b>			\$1,102.50
<b>Payments/Credits</b>			\$0.00
<b>Balance Due</b>			\$1,102.50

**UTILITIES COMMITTEE  
MINUTES**

October 6, 2020  
4:30 pm

Attendees: Kenneth Bunch

Other Councilors attending: Rachel Carton and Janice Wheaton

Staff: Sara Carter

Members present toured the mill and property.

Staff was requested to work with Mr. McCormack to determine his uses of the property, should a conservation easement be approved. Additionally, staff will forward the financial information sent by Mr. McCormack. Finally, councilors requested information about developable land near the mill.

The meeting adjourned at 5:35 pm.

**Town of Amherst  
Industrial Development Authority**

A regular meeting of the Town of Amherst Industrial Development Authority was called to order by Chairman Jacob Bailey on October 5, 2020, at 5:15 PM in the Council Chambers of the Town Hall at 174 S. Main Street. It was noted that a quorum was present as follows:

P	Richard Wydner	P	Sharon W. Turner
P	Jacob Bailey	P	Kim Stein
A	Gary Jennings	P	Clifford Hart
P	C. Manly Rucker, III		

Town Manager Sara E. Carter, in her capacity as Secretary to the Authority, Deputy Manager Kimball Payne, and Clerk of Council Vicki Hunt, were present.

Mr. Rucker made a motion which was seconded by Mr. Wydner to approve the minutes of the September 8, 2020, meeting. There being no discussion, the motion carried 6-0 with Mrs. Turner and Messrs. Bailey, Wydner, Rucker, Stein and Hart voting “Aye”. Mr. Jennings was absent.

**Presentation on Brockman Business and Industrial Park**

Revisions to the new marketing materials for Brockman Park were made by George Sandridge, Intern from Liberty University after conferring with and receiving directions from Mr. Payne and Town Manager Carter, copies of which were distributed to the Authority. After discussion, the Authority members, by consensus, determined that the new marking materials for Brockman Park were sufficient for distribution as recommended by staff.

**Approval of Amherst LYH Site Readiness Grant by the GO Virginia Board**

Deputy Manager Payne gave a report on the GO Virginia Board’s approval of a grant on September 22, 2020, in the amount of \$366,572.00, for improvement of commercial/industrial sites in the County and Town of Amherst that includes development of a master grading plan for 14 lots, totaling 244 acres, in Brockman Park.

**COVID-19 Small Business Grant Program for the Town of Amherst**

Deputy Manager Payne gave a report on eight grant applications received in response to the \$120,000.00 Town of Amherst COVID-19 Small Business Grant Program designated for small businesses impacted by COVID-19, explaining that the purpose of the grants is to provide support to small businesses that have been negatively impacted either by business interruption causing the loss of revenue or additional expenses to adapt to a Covid-19 environment.

After discussion, the Authority directed staff to obtain more information from three applicants due to incomplete information on the applications. Motions were made as to the other five applications before the Authority as follows:

Mr. Rucker made a motion which was seconded by Mrs. Turner to approve the application of Amfit, LLC dba Snap Fitness Amherst, VA in the amount of \$13,467.67. There being no further discussion, the motion carried 6-0 with Mrs. Turner and Messrs. Bailey, Wydner, Rucker, Stein

and Hart voting “Aye”. Mr. Jennings was absent.

Mr. Hart made a motion which was seconded by Mr. Rucker to approve the application of Actual Surveyors, PLLC in the amount of \$9,100.00. After discussion, the motion carried 6-0 with Mrs. Turner and Messrs. Bailey, Wydner, Rucker, Stein and Hart voting “Aye”. Mr. Jennings was absent.

Mrs. Turner made a motion which was seconded by Mr. Wydner to approve the application of Robin Rowland, DBA Designs by Robin in the amount of \$5,256.11. There being no further discussion, the motion carried 5-1 with Mrs. Turner and Messrs. Bailey, Wydner, Stein, Hart voting “Aye” and Mr. Rucker “Abstain.” Mr. Jennings was absent.

Mr. Rucker made a motion which was seconded by Mrs. Turner to approve the application of What a Blessing Bakery & Deli in the amount of \$15,000.00 contingent upon any balances that may be due on Town accounts are brought current. After discussion, the motion carried 6-0 with Mrs. Turner and Messrs. Bailey, Wydner, Rucker, Stein and Hart voting “Aye”. Mr. Jennings was absent.

Mrs. Turner made a motion which was seconded by Mr. Wydner to approve the application of Amherst Dry Cleaners, Inc., in the amount of \$5,000.00. After discussion, the motion carried 6-0 with Mrs. Turner and Messrs. Bailey, Wydner, Rucker, Stein and Hart voting “Aye”. Mr. Jennings was absent.

There being no further business, the meeting adjourned at 6:17 PM.

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Jacob Bailey, Chairman

ATTEST:

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Secretary

Robert E. Lee Soil & Water Conservation District  
7631-A Richmond Hwy.  
Appomattox, VA 24522  
Phone 434-352-2819 FAX 434-352-9405  
www.releeconservation.com

**Board of Directors Regular Meeting Minutes**  
**The Spring House Restaurant**  
**9789 Richmond Hwy**  
**Lynchburg, VA 24504**  
**August 27, 2020 – 6:00 p.m.**

**Directors:** Jeff Floyd, Chairman  
(Present) Doug Perrow, Treasurer  
Chad Barrett, Assistant Treasurer  
Brandon Payne  
Karen Angulo  
Brandon Schmitt  
Bruce Jones

**Directors:**  
(Absent) Charles Smith

**Staff/Partners:** Jonathan Wooldridge, RELSWCD District Manager/Sr. Ag BMP Cons. Spec.  
(Present) Kyle Bolt, RELSWCD Ag BMP Conservation Technician  
Cindy Miller, RELSWCD Office Administrator  
Hannah Tillotson, Conservation Education Specialist  
Mark Hollberg, DCR Conservation District Coordinator  
Don Yancey, NRCS District Conservationist

**Others:** Joetricia Humbles  
George Schrader, Trustee Treasurer TWID  
Charles Falwell, Trustee Chair TWID  
Robert Lockridge  
Allen Carter Whitehead

**Call to order:** The regular meeting of the Robert E. Lee Soil and Water Conservation District Board of Directors was called to order August 27, 2020, at 6:09 p.m., by Jeff Floyd, Chairman, at The Spring House Restaurant, 9789 Richmond Hwy, Lynchburg, Virginia.

**Acknowledgement of Guests:** Joetricia Humbles and Allen Carter Whitehead

**Adopting the Agenda:** Jeff Floyd, Chairman, asked if there were any changes to the agenda. **motion was made to approve the agenda as presented. (Perrow, Barrett, passed 7-0)**

**Reading and Approving the July 23, 2020 Minutes:** Jeff Floyd, Chairman, asked if there were any corrections to the minutes (copy filed with the minutes). **Motion was made to approve the minutes as presented. (Angulo/ Barrett, passed 7-0)**

#### **REPORT OF OFFICERS/PARTNERS/STAFF**

**1-Treasurer's Report – July 2020 –Doug Perrow, Treasurer,** gave the report (copy filed with minutes). All bank statements were reconciled to the respective ledgers and QuickBooks program. The July treasurer's report will be filed in the District Office.

**2-DCR Conservation District Coordinator Report** - Mark Hollberg, CDC, gave the August report (copy filed with minutes).

- **NEW FOIA Training for Elected Directors**- As of July 1, 2020, each district elected director is required to complete the new FOIA Training. An online training is provided by the Virginia Freedom of Information Advisory Council (<http://foiacouncil.dls.virginia.gov/foiaconcil.htm>). Training must be completed by December 31, 2020 for all sitting elected directors. Blair Gordan is also working on scheduling a FOIA webinar. FOIA training will now only be required every two years.
- **Summer To-Do List:**
  - > FY21 Annual Plan of Work (board approval required), include partnership statement
  - > Dedicate unobligated reserves greater than six months routine operating expense (board approval required) - see page 14 of the Desktop Procedures
  - > Review/update Fixed Assets Inventory – see page 28 of the Desktop Procedures
  - > FY20 Annual Report include “partnership acknowledgement” statement (due to CDC 9/30)
- **Clean Water Farm Awards**- DCR will either provide the CWFA signs to districts or make them available for purchase. The deadline for Grand Basin nominations in October 1.
- **Virginia Final Chesapeake Bay Interim Milestones** – On July 29, the Environmental Protection Agency (EPA) released its final evaluation of each jurisdiction's 2018-2019 progress and 2020-2021 milestones. See <https://www.epa.gov/chesapeake-bay-tmdl>
- **Proposed DEQ Poultry Waste Regulations** - VPA Regulation and General Permit for Poultry Waste Management will be published on August 3, 2020 in the Virginia Register of Regulations. The comment period will begin on August 3, 2020 and end on October 2, 2020.
- **Extension Agent Directors'** terms expire 12/31/20. SWCD board action will be required.
- Eight Spot Checks with DCR will be scheduled for the week of September 23, 2020
- Assessments for FY20 Administrative and Operational Support Grant Agreement and Cost Share and Technical Assistance Grant Agreements reviewed. Noted District does well and received an A (copy filed with the minutes).

**3-USDA Natural Resources Conservation Service Report** - Don Yancey, District Conservationist, gave the August report (copy filed with minutes)

- EQIP –FY20 has two applications left to be submitted for review and obligation by early next week.
- CRP/GRP/WRP –No changes since the July report.
- CSP – Letters have been sent to producers and they have until October 18, 2020 to respond.
- Compliance Reviews- Dyllan Taylor Soil Conservationist, Bedford has completed reviews. No notable issues noted. Letters have been sent to producers.
- Jim Jarvis has been promoted to the District Conservation position in Bedford County as of August 17.
- Outreach, Training and Upcoming Events –Continuing thru webinar and/ or teleconference.

Motion request: To extend practice AT1663 by 10 more years. **(Perrow, Schmitt, passed 7-0)**

**4-Virginia Department of Forestry Report** – Rick Butler, Appomattox Forester – written report. (copy filed with minutes)

- Spraying for site prep and release beginning.
- All cost share applications processed and waiting for approval.
- Appomattox is in a deficit, Hoping General Assembly to grant more funds.
- Prescribed burns completed.

**5-Virginia Cooperative Extension Report** – Bruce Jones, Appomattox VCE Agent - oral report.

- Amherst County has hired a Part-time Extension Agent, Bruce to serve a mentor.

- VT Water Testing Clinic is being offered at a cost of \$60 thru September 4, 2020. Appomattox has partnered with Extension Offices East of to us in case someone misses the cut off. More information is on the Appomattox Extension website.
- Face to Face meetings may not be until next year.

**6-RELSWCD District Manager/Sr. Ag BMP Conservation Specialist Report:** Jonathan Wooldridge gave the August report (copy filed with minutes).

- Working on plans and designs for new projects.
- Meeting new producers and Monitoring progress on projects under construction.
- Have three large livestock exclusion practices that are in the planning stages.
- Working on Nutrient Management Plans for producers.

**Practices and Conservation Plans for Board Approval:**

Contract #	Instance#	Watershed/ County	Est Cost	C/S AMT	Comp Date	Fund	Practice/ Motions approved
10-21-0009	411269	CB/AP	\$111,250.00	\$100,000.00 Tax Credit \$2,812.50	June 30, 2021	PY21 VACS CB	SL-6W (Schmitt, Barrett, passed 7-0)
10-21-0010	411270	CB/AP	\$103,750.00	\$100,000.00 Tax Credit \$937.50	June 30, 2021	PY21 VACS CB	SL-6W (Schmitt, Barrett, passed 7-0)
10-21-0011	411271	CB/AP	\$106,012.00	\$100,000.00 Tax Credit \$1,503.00	June 30,2021	PY21 VACS CB	SL-6W (Barrett, Schmitt, passed 7-0)

**Variance Request:**

Contract #	Instance#	Watershed/ County	Est Cost	C/S AMT	Comp Date	Fund	Practice
10-21-0004	393897	CB/AP	\$207,364.49	\$155,523.37 Tax Credit \$17,500.00	June 30, 2021	PY21 VACS CB	WP-4LC

Asking for permission from the board to ask for a variance from DCR to go over the 100K producer cap. 10-21-0004 needs \$55,523.37 over the 100K cap to bring the cost share rate to the 75% max. Amanda Pennington Head of DCR Engineering has made an onsite field visit and has deemed it a worthy practice. Motion was made to approve variance from DCR to go over the 100K producer cap. (Payne, Schmitt, passed 7-0)

**Watershed Dams:**

Watershed dams are doing well and in good shape. Checking on the dams with rainfall events.



**BMP Spot Checks:**

September 23-24, 2020. Amherst (1), Appomattox (5), Campbell (2)

**7-RELSWCD Ag BMP Conservation Technician Report** – Kyle Bolt gave the report (copy filed with minutes).

- Practices Paid–

<u>Contract#</u>	<u>Prac</u>	<u>C/S</u>	<u>C/S</u>	<u>Fund</u>	<u>Date</u>
10-15-0102	SL-6	Camp.	\$49,228	2015 OCB VACS	8/17/20

- Practices Completed Not-Paid–

<u>Contract#</u>	<u>Prac</u>	<u>C/S</u>	<u>C/S</u>	<u>Fund</u>	<u>Date</u>
10-15-0071	SL-6	Camp.	N/A	2015 OCB VACS	8/20

Project Totals- 7,530' Stream exclusion fence, 3 water troughs, 2,480' of pipeline and 1 well installed.

- PY21 OCB Cost Share Practice Applications-
  - Five recent farm visits and three applications (1 FR-1, 2 SL-6W) with conservation plans and cost estimates completed.
- C/S Projects Contracted-
  - Currently thirteen SL-6/SL-6W contracts (16 instances) approved.
  - Ongoing farm visits, conservation plans, construction designs, measuring and inspecting completed practices, practice as-built updates.
- Upcoming Trainings/Events:
  - September 23 & 24- DCR Spot Checks.

**8-RELSWCD Office Administrator Report** – Cindy Miller gave the July report (copy filed with minutes).

- Monthly Office duties completed.
- Prepared Inventory for Office Equipment.
- Prepared information required for Budget/ Finance Committee Meeting for August 20, 2020.

**Motion Request: Upgrade phone service from Verizon to Shentel. (Perrow, Barrett passed 7-0)**

- The next regular meeting of the RELSWCD Board of Directors is scheduled for the fourth Thursday – September 24, 2020.

**9-RELSWCD Conservation Education Specialist Report** – Hannah Tillotson gave the July report (copy filed with minutes).

**Office Work** Helped VCE with organizing books, Received donations of “Bug Zoo” to give away

- Continuing to work on photographs

**Programs**

July 30 <sup>th</sup>	Water Wonders Video	Soil	162 views
August 19 <sup>th</sup>	Appomattox/Charlotte Master Gardeners	Appomattox River Water Quality	9

**Updates**

- Girl Scouts fully canceled the 2020 Jamboree (previously rescheduled for October), Rescheduled for April 2021

- o Homeschool group to contact Hannah once school starts to come do a program.

### **Upcoming**

- September 23, Blue Ridge Montessori
- September 31, Safety PD, Office of STEM and Innovation Science and Computer Science

### **Request**

Annual Report- **Motion requested to approve annual report for printing. (Perrow, Barrett passed 7-0)**

10. TWID – George Schrader, Trustee Treasurer TWID presented the Timberlake Watershed Improvement District’s attachment from July 23, 2020: including Resignation letter for Everett Chadbourne, Resume for Robert Spottswood Lockridge, Jr. MD, the Timberlake WID Forecast Statement of Reserve Funds FY2021-2027 (copy filed with minutes)

The following Motions were made:

### **Motion 1**

**Motion made to accept the resignation of Timberlake WID Trustee Everett Chadbourne and approve the nomination of Robert Spottswood Lockridge, Jr, MD. as a Timberlake Trustee per Section 10.1-623 Code of Virginia. Motion Approved (Schmitt, Perrow 7-0).**

### **Motion 2**

**Motion made to approve the Timberlake WID FY2021 Budget estimate and the type of Timberlake WID indebtedness per Section 10.1-626 and Section 10.1-630 Code of Virginia. Motion Approved (Perrow/Schmitt 6/1).**

### **REPORT OF COMMITTEES**

**11. Budget & Finance Committee:** Reviewed the following Policies and Approved for FY21 with no changes made. Inventory dated August 2020, Desktop Procedures adopted by VASWCD 6/30/2020 effective 7/1/2020-6/30/2021, Check Signing Policy, Employee/ Director Expense Reimbursement, Purchasing and Credit Card Policy. Timberlake WID annual Budget estimate reviewed. (copy filed with minutes).

**Motion to approve minutes: (Perrow, Barrett passed 7-0)**

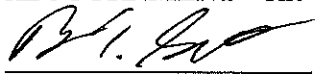
**UNFINISHED BUSINESS - None**

**NEW BUSINESS- Chad Barrett made a motion to give the District Office Staff authority to trash any office items that are broken and have little to no value without having a motion approved at a committee or Board of Directors. (Barrett, Perrow passed 7-0)**

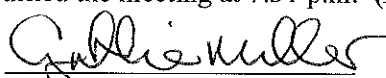
**PUBLIC COMMENT - None**

**ANNOUNCEMENTS – None**

**ADJOURNMENT - The Chairman adjourned the meeting at 7:31 p.m. (Perrow, Barrett passed 7/0)**



Brandon Schmitt, Vice Chairman



Cindy Miller, Office Administrator



**TO: MAYOR AND COUNCIL MEMBERS**  
**FROM: VICKI HUNT, CLERK OF COUNCIL**  
**RE: 2020 CHRISTMAS PARADE**

An email was sent to 2019 Christmas Parade participants asking each to answer the following questions by October 1, 2020.

1. Are you interested in participating in the Town of Amherst 2020 Christmas Parade on December 4, 2020?
2. Would you be willing to make adjustments and adhere to any required restrictions that are in place at that time due to Covid (wearing of masks and social distancing during staging, while on floats and in marching and/or walking formation)?
3. Is there anything else that the committee should consider as it plans for the 2020 Christmas Parade?

Out of 68 participants from year 2019, we received 29 responses as follows:

**INTERESTED IN PARTICIPATING; WEARING MASKS, ETC.**

- No – 2
- Not Able to Participate– 2
- If Able will Participate - 1
- Not Sure - 1
- Yes - 23 (1 decline to wear masks)

**SUGGESTIONS AND REQUESTS FROM PAST PARADE PARTICIPANTS:**

1. Add a ban of the confederate flag to the list of rules and regulations because “It is time to leave this symbol of slavery and promote ‘A more perfect union’.” Note: this group is not meeting due to COVID and will not be participating in the parade.
2. If traditional parade is not held, hold a car parade of sorts; people would fill parking lots and remain inside of vehicles while car parade goes through the lot(s).
3. Designate numbered places along the road around ACHS to prevent congestion while lining up; DO NOT CANCEL PARADE; return parade to its original route
4. Do not give out candy, etc. to reduce physical contact with people
5. Dancers request not to wear masks during dancing/performing routine.
6. Consider changing the route back to the original flow towards the circle at Main Street and Route 60. This is a momentary inconvenience to those traveling through our town. Also, last year’s route had blow-up figures touching power lines near the Amherst Fire Department
7. Extra patrol to ensure guidelines are followed, allow the parade to “move slower” to ensure participants aren’t running to keep up and to keep groups from mingling due to the fast pace of floats

**COMMENTS FROM PAST PARADE PARTICIPANTS:**

1. We need to return to some normalcy as soon as we possibly can.
2. Happy to participate however we will not be wearing mask
3. Interested but cannot commit
4. Enjoy doing it, would like to, but must decline to stay safe due to COVID
5. Safety of watchers is more of an issue than participants; virus transmission is much more difficult outdoors



# PURCHASE AGREEMENT

Date	Quote #
09/21/20	BMSQ5708

Reimagine IT.  
 1112 Church Street Lynchburg, VA 24504  
 Phone: 800-779-0902 Fax: 434-528-1649  
 www.benchmarkprotech.com

**Sold To:** Town of Amherst  
 PO Box 280  
 174 South Main Street  
 Amherst, VA 24521

**Acct #:** 97589  
**Phone:** (434) 946-7885  
**Fax:** (434) 946-2087  
**E-Mail:** tracie.wright@amherstva.gov  
**Contact:** Tracie Wright

**Ship To:** Town of Amherst  
 PO Box 280  
 174 South Main Street  
 Amherst, VA 24521

**Acct #:** 97589  
**Phone:** (434) 946-7885  
**Fax:** (434) 946-2087  
**E-Mail:** tracie.wright@amherstva.gov  
**Contact:** Tracie Wright

Sales Consultant	Terms	P.O. Number	Ship Via
Todd Emery			

Qty	Description	Unit Price	Ext. Price
1	Dell Poweredge T440 with the following specs: Intel Xeon Silver 4208 2.1G, 8C/16T, 9.6GT/s, 11M Cache, Turbo, HT (85W) DDR4-2400 (2) 16GB RDIMM, 3200MT/s, Dual Rank (4) 480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive,3.5in HYB CARR, 1 DWPD, 876 TBW Windows Server® 2019 Standard,16CORE,FI,No Med,No CAL, Multi Language Dual, Hot-plug, Redundant Power Supply (1+1), 495W	\$5,035.00	\$5,035.00
1	2TB Backup drive	\$122.00	\$122.00
1	Altaro VM Backup for Hyper-V Standard Edition with 1-year maintenance subscription (Maintenance subscription needs to be updated annually)	\$595.00	\$595.00
30	Prepaid Block of Labor Hours for Networking Services	\$95.00	\$2,850.00

<b>Total</b>	<b>\$8,602.00</b>
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\*SALES TAX AND FREIGHT WILL BE CALCULATED AND CHARGED AT THE TIME OF BILLING.\*

Please contact me if I can be of further assistance.

PURCHASER HEREBY AGREES TO ACCEPT DELIVERY OF THE PRODUCTS AND/OR SERVICES LISTED HEREON IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. PURCHASER AGREES TO MAKE PAYMENT ACCORDING TO THE TERMS OF THIS AGREEMENT AND ACCEPT RESPONSIBILITY FOR ANY APPLICABLE TAXES AND/OR DELIVERY CHARGES.

PURCHASER, BY ITS SIGNATURE, ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO ALL ITS TERMS AND CONDITIONS.

SELLER Signature Title Date

PURCHASER Signature Title Date

**EQUIPMENT DEFINITION.** The term "equipment" as used herein shall mean the machines (hardware), programs (software), supplies and training listed and described on the face hereof. In the event that any specific component of such equipment is not available due to reasons beyond Seller's control, Seller may, at its option, either refund any payments already made by Purchaser and terminate this Agreement or Seller may substitute available equipment for the unavailable component provided that the substituted equipment is generally recognized in the computer industry to be of equal or better quality than the unavailable component.

**DELIVERY.** Seller shall deliver the equipment in operational condition to the Purchaser's place of business as indicated on the face of this Agreement. Delivery by Seller and acceptance of delivery by Purchaser of any part of the equipment shall establish that the equipment so delivered is severable from any other equipment covered by this Agreement and Purchaser's payment obligations described herein for the delivered equipment shall then exist as if the delivered equipment was the only equipment covered by this Agreement. Any delivery dates indicated herein shall be anticipated delivery dates only; which shall be subject to unavoidable delays and the full and seasonable cooperation of the Purchaser. Purchaser will provide a suitable place for installation with all the facilities necessary for proper operation, including a dedicated power source and the installation of facility wiring to meet local codes.

**ACCEPTANCE.** This Purchase Agreement shall be Purchaser's offer to buy and shall become a binding contract only upon the earlier of (but not before) either (a) acceptance by Seller as indicated by the signature of a corporate officer of Seller on the face of this Agreement, or (b) tender of delivery of the equipment to the Purchaser by Seller. Notice of acceptance is hereby waived by Purchaser. Purchaser hereby acknowledges receipt of a true and complete copy hereof.

**TITLE AND RISK OF LOSS.** Title and risk of loss to the equipment shall pass to Purchaser when Seller tenders delivery of the equipment to Purchaser at Purchaser's place of business. Until the purchase price of the equipment has been fully paid Purchaser shall insure it for full replacement value with insurers and policies acceptable to Seller and with Seller named as a loss payee under such insurance policies. Upon the request of Seller, Purchaser shall furnish certificates evidencing that the equipment is so insured.

**PAYMENT.** PURCHASER shall pay all charges set forth in each invoice in full without offset or deduction upon receipt of each invoice. Past due amounts will accrue interest at the rate of 1 ½ percent per month. If PURCHASER fails to remit payment when due, SELLER may without notice suspend performance of its obligations under this Agreement. All charges are exclusive of taxes and PURCHASER shall pay any taxes or reimburse SELLER therefore upon receipt of invoice.

**SECURITY INTEREST.** As security for Purchaser's payment hereunder, Purchaser hereby grants Seller a Uniform Commercial Code purchase money security interest in the equipment. For the purpose of this security interest the Purchaser is hereby designated "debtor" and Seller is hereby designated "secured party". Purchaser shall execute a Uniform Commercial Code financing statement at Seller's request. Purchaser shall not remove the equipment to any location other than that specified on the face hereof without the express written consent of Seller.

**TRADE-IN/EXCHANGE CREDIT.** Purchaser agrees to make the trade-in equipment listed on the face hereof available to Seller no later than thirty days after the date on which Seller tenders delivery of the equipment to Purchaser. Purchaser shall deliver such trade-in equipment to Seller in substantially the same condition as when inspected by Seller, otherwise, the trade-in may be reappraised and the value adjusted or credit disallowed, in Seller's discretion.

**LEASED EQUIPMENT.** The Purchaser may, with the written consent of the Seller, arrange to have a third party leasing company purchase the equipment from Seller and lease it to Purchaser. In the event that the third party leasing company fully satisfies Purchaser's payment obligations hereunder, then title to the equipment shall pass to the leasing company and Purchaser shall thereupon be released from such payment obligations but all other provisions of this Agreement shall remain in full force and effect as between the Purchaser and Seller.

**LIMITED WARRANTY.** Seller warrants that the equipment sold hereunder will conform to the description on the face hereof, and that it will convey good title thereto, that the equipment will be delivered free from all lawful security interests or other liens or encumbrances unknown to Purchaser. Should any failure to conform to the description on the face hereof appear within thirty (30) days of delivery, Seller shall, upon being satisfied that the equipment has been handled and used in accordance with its instructions, correct such non-conformities by repair or replacement at its expense. THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTIES, EXPRESS OR IMPLIED. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE, SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF SELLER TO THE PURCHASER, WHETHER BASED ON CONTRACT, NEGLIGENCE OR OTHERWISE WITH RESPECT TO OR ARISING OUT OF THE EQUIPMENT. Seller shall not be liable for special or consequential damages of any kind. The PURCHASER agrees to maintain up-to-date anti-virus software on the entire computer network. SELLER will not be responsible for any breaches or damage caused by computer viruses or outside intruders.

Purchaser's sole and exclusive remedy for any breach of Seller's warranty hereunder shall be to either return the equipment to Seller for a refund of the purchase price or for Seller to repair or replace the equipment.

Seller shall have sole discretion to determine which of these remedies shall apply, and such remedy shall be available only if Purchaser gives written notice of such breach to Seller within thirty (30) days following delivery of the equipment. Seller shall not be liable for any damages caused by delay in shipment, installation or furnishing of equipment or services under this agreement.

**PURCHASER'S REPRESENTATIONS.** Purchaser represents that it has furnished accurate information to Seller and Purchaser accepts full responsibility for the accuracy of information which it has supplied to Seller for use in the selection of the equipment sold hereunder. Purchaser hereby acknowledges that it has independently fully reviewed the equipment specifications and that it has or has employed the technical skill and competence to judge the fitness of such equipment for Purchaser's particular purpose and use. Purchaser assumes full responsibility for the determination that the specified equipment is fit for Purchaser's particular purpose.

The use of the equipment will be under Purchaser's exclusive management and control. The Purchaser will be responsible for assuring the proper use and supervision of the equipment including, but not limited to, data entry, daily backup, system security, accounting controls, audit controls, and the maintenance of proper temperature, humidity and electric power levels and for the prevention of damage to the equipment from any cause.

**LICENSE TO USE SOFTWARE.** Upon delivery of the Software and Purchaser's payment of applicable license fees and taxes, Seller grants to Purchaser a non-exclusive, non-transferable license to use the Software for its internal data processing needs (solely on a single central processing unit distributed by the Seller or approved by the Seller beforehand in writing) and at a single physical site designated herein (as applicable). Neither Purchaser nor its employees or agents will decompile, disassemble, or reverse-engineer any of the Software or, except for this license, acquire or attempt to acquire any proprietary interest in or other right to the Software. The Software and the ideas and concepts in it are and shall remain the exclusive, unique, and valuable property of the software writer, publisher or Seller. Purchaser will not use, make or allow the making of any copies of the Software except that Purchaser may make copies solely as necessary for its internal archival (i.e., backup) purposes. Purchaser will not disclose the Software or make it available to any person other than to Seller, or assign or transfer the Software or the license to use the Software. The license will terminate upon any breach hereof, upon a failure to pay any annual license fee, or if Purchaser no longer wishes to use the Software. Upon termination the Seller may deactivate the Software immediately and Purchaser agrees to return the Software and all copies thereof to Seller within ten (10) days of termination. **DEFAULT.** Purchaser shall be in default hereunder (i) upon Purchaser's refusal to accept delivery when tendered; (ii) upon Purchaser's failure to make any payment due; (iii) upon Purchaser's breach of any provision of this Agreement; (iv) upon Purchaser's attempted or actual repudiation of this Agreement prior to full performance by Seller; (v) upon the filing by or against the Purchaser of any proceeding under any Federal or State, Bankruptcy or insolvency laws; (vi) when Purchaser enters into receivership or any arrangement for the benefit of creditors; or (vii) when Purchaser ceases doing business in the ordinary course or sells, or attempts to conceal, remove, damage or destroy the equipment. In the event of any such default by Purchaser, the entire unpaid balance hereunder shall, at the option of the Seller without notice to the Purchaser, become due and payable and Seller shall be entitled to all damages, rights and remedies allowed by law, including the right to identify any undelivered goods to the contract, and to without notice repossess any equipment already delivered. Seller shall be entitled to retain any down payment made by Purchaser and apply the same in reduction of its damages to the extent of and as an offset to such damages. Such retention of any down payment shall not be considered as liquidation damages and shall not limit Seller's damages as allowed by law.

**EXPENSES OF COLLECTION.** If the Purchaser breaches this agreement or any provision hereof, or the collection of any monies due hereunder is turned over to an attorney, the Purchaser agrees to pay all costs and expenses incurred in collection, including reasonable attorney's fees.

**APPLICABLE LAW.** This agreement and all of its terms and provisions shall be construed in every respect by the laws of the state of the Seller's home office address.

**ENTIRE AGREEMENT.** This Purchase Agreement constitutes the entire agreement between Purchaser and Seller with respect to the equipment sold hereunder, including any parts or equipment furnished as a replacement. No representation or statement not expressed herein shall be binding upon Seller as a warranty or otherwise. Purchaser acknowledges that Seller has made no representations or statements which are inconsistent with or which vary the terms of this Agreement. The terms and conditions contained herein shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by the Purchaser or any other documents, sales or promotional material delivered to the Purchaser, or any oral statements made by representatives of the Seller. This Agreement can be modified only in writing signed by the parties hereto.

Initial Acceptance \_\_\_\_\_

# **TOWN OF AMHERST**

## **BUDGET CALENDAR FOR FY 2021-2022**

**December 2020** – Office Manager prepares budget worksheets for department heads and mails out donation request forms to local organizations.

**January 29, 2021**– Deadline for budget requests from department heads and local organizations.

**February 8, 2021** – Office Manager presents prepared budget documents to Town Manager for recommendations.

**March 2021** – Finance Committee meets with Office Manager and Town Manager to review budget documents and recommendations.

**April 14, 2021** – Public hearing of FY22 budget at regular Council meeting.

**May 12, 2021** – Adoption and appropriation of FY22 budget at regular Council meeting.

## **CAPITAL IMPROVEMENTS PLAN FY 2021-2022**

**October 2020** – Office Manager sends out CIP requests documents to department heads.

**November 20, 2020** – Department heads submit CIP requests to Office Manager.

**December 2020** – Department heads and Town Manager meet to discuss CIP requests.

**January 2021** – Town Manager Presents CIP recommendations to Planning Commission.

**March 3, 2021** – Planning Commission public hearing on CIP requests.

**April 14, 2021** – Council public hearing on CIP requests.

**May 12, 2021** – Council adopts Capital Improvements Plan.

# PERSONNEL POLICIES

OF THE  
TOWN OF AMHERST, VIRGINIA



Effective July 1, 2006  
Amended July 14, 2010  
Amended December 12, 2012  
Amended June 12, 2013; Re-amended August 14, 2013  
Amended August 13, 2014  
Amended October 8, 2014  
Amended June 10, 2015  
Amended December 13, 2015  
Amended February 14, 2018  
Amended March 14, 2018  
Amended October 10, 2018  
Amended May 8, 2019  
Amended June 10, 2020

# PERSONNEL POLICIES

## I. Purpose

## II. Definitions

- A. Exempt Employee
- B. Full-time Employee
- C. Manager
- D. Part-time Employee
- E. Probationary Employee
- F. Supervisor
- G. Temporary Employee

## III. Equal Employment Opportunity

- A. Policy Statement
- B. Harassment
- C. Violence in the Workplace
- D. Accommodating Individuals with Disabilities
- E. Violations
- F. Retaliation

## IV. Recruitment and Selection

- A. Open Positions
- B. Probationary Period
- C. Hiring Authority
- D. Operators of Town-Owned Motor Vehicles

## V. Outside Employment

## VI. Employee Compensation

- A. Pay and Classifications; Compensation Plan
- B. Hours of Work
- C. Performance Increases
- D. Overtime
- E. Bonuses
- F. Retirement
- G. Time Cards
- H. Protective Clothing and Uniforms

## VII. Holidays and Leave

- A. Holidays
- B. Leave
  - 1 Annual Leave
  - 2 Sick Leave
  - 3 Military Leave
  - 4 Military Leave Without Pay
  - 5 Civil Leave
- C. Workers' Compensation Leave
- D. Leave Without Pay
  - 1 Family & Medical Leave
  - 2 Eligible Employees
  - 3 Purposes for Which FMLA Leave May Be Taken
  - 4 FMLA Benefits
    - a. Leave
    - b. Job Restoration
    - c. Health Benefits
  - 5 Extended Leave Without Pay
  - 6 Disciplinary Leave Without Pay
  - 7 Return to Work

## VIII. Employee Development

## IX. Performance Appraisals

## X. Health and Safety

- A. Workers' Compensation
- B. Occupational Safety and Health
- C. Medical Insurance
- D. Employee Assistance Program

## XI. Electronic Communications

- A. Internet
- B. Consent to Monitoring
- C. Cell Phone Reimbursement

## XII. Alcohol & Drug Free Workplace

- A. Employee Responsibilities
- B. Drug & Alcohol Testing
- C. Procedure for Testing

## XIII. Political Activity

## XIV. Freedom of Information Act

## XV. Smoking in Workplace

## XVI. Discipline and Grievances

- A. Disciplinary Actions
- B. Notification
- C. Grievance

## XVII. Termination of Employment

- A. Resignation
- B. Lay-off
- C. Termination for Inability to Perform
- D. Severance Pay

## XVIII. In-Service Activities

- A. Motor Vehicles and Mileage Reimbursement

## XIX. Grievances

## XX. Modification of Policies



## I. PURPOSE

The objective of these Personnel Policies (“Policies”) is to provide a uniform system of personnel administration for the staff of the Town of Amherst (“Town”), based on merit principles, equitable compensation, open competition in hiring and advancement, and equal employment opportunities.

It is the policy of the Town to establish reasonable rules of employment conduct (i.e., guidelines for management and employees to follow) and to ensure compliance with these rules through a program consistent with the best interests of the Town and its employees. THIS MANUAL IS NOT, AND SHALL NOT BE CONSTRUED AS, AN EXPLICIT OR IMPLIED CONTRACT, SHALL NOT MODIFY ANY EXISTING AT-WILL STATUS OF ANY TOWN EMPLOYEE, AND SHALL NOT CREATE ANY DUE PROCESS REQUIREMENT IN EXCESS OF FEDERAL OR STATE CONSTITUTIONAL OR STATUTORY REQUIREMENTS. THE TERM AT-WILL MEANS EMPLOYEES CAN TERMINATE OR BE TERMINATED AT WILL. EXCEPTIONS ARE EMPLOYEES HAVING WRITTEN CONTRACTS APPROVED BY THE TOWN COUNCIL AND SIGNED BY THE MAYOR.

Additionally, it is the policy of the Town to strive for safety in all activities and operations, and to carry out the commitment of compliance with health and safety laws applicable to the Town by enlisting the help of all employees to ensure that public and work areas are free of hazardous conditions.

## II. DEFINITIONS

Whenever responsibilities fall to the Manager under these Policies, he or she may designate another to fulfill his or her responsibilities.

- A. **Exempt Employee** – a salaried employee who performs executive, administrative or professional duties as defined under the Fair Labor Standards Act and its regulations. Full-time, part-time, and temporary employees may be exempt.
- B. **Full-time Employee** – an individual hired on either a salary or wage basis for an established position for an indefinite term who is expected to work a minimum of 28 hours a week.
- C. **Manager** – the Town Manager as appointed by the Town Council.
- D. **Part-time Employee** – an individual hired on either a salary or wage basis for an established position for an indefinite term who is expected to work an established period of time that is less than 28 hours per week.
- E. **Probationary Employee** – a full-time or part-time employee who has worked for the Town for less than three months.
- F. **Supervisor** – an exempt employee that has subordinate employees.
- G. **Temporary Employee** – an individual hired on a term basis, e.g., day, week, period of months or on a project basis.

### **III. EQUAL EMPLOYMENT OPPORTUNITY**

#### **A. Policy Statement**

It is the policy of the Town to provide equal opportunity in employment and to administer employment policies without regard to race, color, religion, sex, age, national origin, or disability. This policy applies to every aspect of employment practices including, but not limited to the following:

1. Recruiting, hiring and promoting in all job classifications without regard to race, color, religion, sex, age, national origin, political affiliation or disability, except where such a factor can be demonstrated as a bona fide occupational qualification.
2. All decisions for hiring or promotions shall be based solely upon each individual's qualifications for the position to be filled.
3. Other personnel actions such as compensation, benefits, transfers, layoffs, training, assignments, will be administered without regard to race, color, religion, national origin, sex, age, political affiliation or disability.

#### **B. Harassment**

The Town of Amherst is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, the Town will not tolerate unlawful harassment of its employees by anyone, including any supervisor, co-worker, or third party. Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based on a person's race, color, national origin, religion, age, sex, gender or disability. Harassment that affects job benefits, interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment will not be tolerated.

Harassment may include derogatory remarks, epithets, offensive jokes, the display or circulation of offensive printed, visual or electronic, or offensive physical actions. Unwelcome sexual advances, requests for sexual favors, or other physical, verbal or visual conduct based on sex constitutes harassment when (1) submission to the conduct is required as a term or condition of employment or is the basis for employment action, or (2) the conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive workplace. Sexual harassment may include sexual propositions, innuendo, suggestive comments, sexually oriented jokes or teasing, or unwelcome physical contact such as patting, pinching, or brushing against another.

All Town of Amherst employees are responsible for helping to enforce this policy against harassment. Any employee who has been the victim of prohibited harassment or who has witnessed such harassment must immediately notify his supervisor so the situation can be promptly investigated and remedied. If it is the supervisor who is responsible for the harassment or reporting the situation to the supervisor fails to remedy the situation, complaints of harassment must immediately be reported to the Town Manager. If an employee believes it would be inappropriate to discuss the matter with the Town Manager, the employee may report it to the Mayor.

It is the Town of Amherst's policy to investigate all harassment complaints thoroughly and promptly. To the fullest extent practicable, the Town of Amherst will maintain the confidentiality of those involved. If an investigation confirms that harassment has occurred, the Town of Amherst will take corrective action. Corrective action may include discipline up to and including immediate termination of employment. The Town of Amherst forbids retaliation against anyone who has reported harassment or who has cooperated in the investigation of harassment complaints.

**C. Violence in the Workplace**

It is the policy of the Town of Amherst to prohibit workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the Town or which occur on Town property, will not be tolerated.

Acts or threats of violence include conduct that is sufficiently severe, offensive, or intimidating to alter the employment conditions at the Town of Amherst, or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

1. All threats or acts of violence occurring on the Town of Amherst's premises, regardless of the relationship between Town of Amherst and the parties involved.
2. All threats or acts of violence occurring off Town of Amherst 's premises involving someone who is acting in the capacity of a representative of Town of Amherst.

Specific examples of conduct that may be considered threats or acts of violence include, but are not limited to, the following:

1. Hitting or shoving an individual.
2. Threatening an individual or his/her family, friends, associates, or property with harm.
3. Intentional destruction or threatening to destroy any Town of Amherst property.
4. Making harassing or threatening phone calls.
5. Harassing surveillance or stalking (following or watching someone).
6. Unauthorized possession or inappropriate use of firearms or weapons.

The Town of Amherst 's prohibition against threats and acts of violence applies to all persons involved in Town of Amherst 's operation, including but not limited to personnel, contract and temporary workers, and anyone else on Town of Amherst property. Violations of this policy by any individual on Town of Amherst property will lead to disciplinary action, up to and including termination and/or legal action as appropriate.

Every employee is encouraged to report incidents of threats or acts of physical violence of which he/she is aware. The report should be made to the supervisor. If it is the supervisor who is responsible for the alleged harassment or reporting the situation to the supervisor fails to remedy the situation, complaints of harassment must immediately be reported to the Town Manager. If an employee believes it would be inappropriate to discuss the matter with the Town Manager, the employee shall report it to the Mayor.

#### **D. Accommodating Individuals with Disabilities**

The Town provides equal employment opportunities to qualified individuals with disabilities. Reasonable accommodations will be provided to a qualified employee or applicant with a disability when that employee or applicant requests an accommodation. A qualified employee or applicant is one who is able to perform the essential functions of the job with or without accommodation. A request for an accommodation will be denied if the accommodation is not shown to be effective, places an undue burden on the Town, or if the employee poses a direct threat to the health and safety of him or herself or others.

#### **E. Violations**

An employee who believes that any portion of this policy is being violated should (1) inform the offending person(s) that the conduct is unwelcome and (2) report it immediately to the supervisor. **The report should be made in writing;** however, a report will also be accepted by phone or in person.

Charges will be promptly and thoroughly investigated and corrective actions taken if the charge is founded. If it is determined that a violation has occurred, appropriate relief for the employee(s) bringing the complaint and appropriate disciplinary action, up to and including discharge, against the person(s) who violated the policy will follow.

A non-employee who subjects an employee to harassment in the workplace will be informed of the Town's policy and appropriate actions will be taken to protect the employee from future harassing conduct.

In all cases, the Town will make follow-up inquiries to ensure that the harassment has not resumed.

An employee violating this policy will be subject to disciplinary action, including termination. The employee who brought the complaint will be provided information on the outcome of the investigation.

#### **F. Retaliation**

Retaliation is illegal and contrary to the policy of the Town. Employees who bring complaints of discrimination or who identify potential violations, witnesses interviewed during the investigation, and others who may have opposed discriminatory conduct are protected from retaliatory acts.

If an employee believes that he or she is being retaliated against, a written report should be made to the manager. Those who are found to be acting in a retaliatory manner will be disciplined for such conduct.

## **IV. RECRUITMENT AND SELECTION**

### **A. Open Positions**

All positions shall be open to all individuals who meet the minimum requirements for the position. The recruitment objective is to obtain well-qualified applicants for all vacancies and selection shall be based on the best-qualified person available at the pay offered for the particular position.

First consideration will be given to current employees who desire to fill an open position, if the current employee is qualified for the position and if the placement best serves the needs of the Town. The Manager may carry out open competition to fill any vacancy.

Employment decisions shall be handled in a manner consistent with the Virginia Conflicts of Interest Act.

### **B. Probationary Period**

All new full-time and part-time employees serve a three month probationary period. During this period the employee must show that he or she is capable and willing to perform the job satisfactorily. At the end of the probationary period the employee will be evaluated by the manager to determine satisfactory performance. If satisfactory performance is attained the employee will be entitled to all the benefits of non-probationary status including utilization of the grievance procedure. In establishing a probationary period, the Town does not abrogate or modify in any way the employment-at-will status that applies to its employment relationship with all employees.

### **C. Hiring Authority**

The manager has complete authority for hiring, promoting and discharging employees in accordance with these policies. The manager has the responsibility and authorization for administering the personnel system established by these policies.

### **D. Operators of Town-Owned Motor Vehicles**

- All drivers of Town owned, leased or otherwise operated vehicles must have a valid and appropriate license for the vehicle to be driven.
- Only Town employees, including those individuals working in a contract employee capacity, are authorized to drive Town vehicles.
- There shall be no personal use made of Town vehicles. Incidental and minimal use, such as travel to or from lunch or for minor personal errands on the way to or from work or during lunch break, if the errand requires only a minor deviation from the normal route traveled, shall be excepted from this provision.
- There shall be no non-employee use of Town vehicles.

- Permission from a supervisor shall be obtained before an individual who is not a Town employee is allowed to ride as a passenger in a Town vehicle.
- Employees are to use hands-free mobile communication devices unless the vehicle is pulled off of the road in a safe location.

### **E. Police Department Residency Policy**

#### Background:

The Town Council of the Town of Amherst has determined that it is desirable for police officers employed by the town of Amherst to live in the Town for the following reasons:

1. Availability of such officers to work in the event of emergency, inclement weather, vehicle breakdown, etc.;
2. Enhanced safety of individuals who live in the same neighborhood as a police officer. This will also help make those neighborhoods more desirable and therefore positively influence property values; and
3. Reduced Town costs due to lower gasoline expenses and less wear and tear on police vehicles.

#### Policy:

All sworn officers employed by the town of Amherst Police Department on a full-time basis shall be residents of the Town of Amherst or live in a permanent residence within five miles of the corporate limits of the Town of Amherst within 9 months of their first day on the job and must continue to live within this specified area as a condition of continued employment.

## **V. OUTSIDE EMPLOYMENT**

The town considers itself to be the primary employer for all employees who are not temporary or part-time, and requires that activities away from the job must not adversely affect the employee's job performance or compromise the Town's interest.

Before seeking or accepting outside or self-employment, employees are cautioned to consider carefully the demands that such additional employment will create. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, refusal to travel, or refusal to work overtime or different hours. In addition, prior written permission must be obtained from the manager before such activities are commenced.

Employees will also avoid conflicts of interest and situations that give the appearance of the conflict of interest. Except for work done as a Town employee, the Town's public works employees are not to install water or sewer facilities, whether they are to be owned and operated by the Town or privately owned, that are or reasonably could be expected to connect to the Town's system.

In addition, employees are not to conduct any outside business during paid working time.

## **VI. EMPLOYEE COMPENSATION**

The total compensation of employees consists of the regular pay and authorized overtime pay for full-time employees, the employer's contributions to employee benefits, holiday pay, and various forms of leave with pay. Part-time and temporary employees may also receive leave in certain circumstances. Leave policies, found in Section VI, should be reviewed.

### **A. Pay and Classifications; Compensation Plan**

1. The compensation plan for employees of the Town shall consist of:
  - a. A classification system for all classified jobs.
  - b. A pay grade that sets a pay range for each classified position.
2. The rates of pay for each employee within a pay grade shall be set by the manager, upon recommendation from the subordinate supervisor (if any) and subject to approval by the Town Council. The normal entrance rate of pay for new employees shall be at the lower end of the pay grade for the position.
3. The Town Council shall consider updating the compensation plan annually concurrently with the Town budget process.

### **B. Hours of Work**

1. The employee's supervisor shall establish the hours of work for all Town employees under his direction. The standard scheduled workweek for full time employees for which pay is paid consists of 40 hours, generally Monday through Friday.
2. Employees shall have two 15-minute rest breaks per day, which are included within the total required hours of work. Such breaks may not accumulate from one shift or one day to another. Flexible work scheduling may be used for the purpose of extending a meal break with the employee's start time being advanced or end time being extended as approved by his supervisor. Certain employees as approved by the manager have their meal break(s) included as a part of their regularly scheduled workday if required to stay on premises or duty during scheduled lunch breaks.
3. Flexible work scheduling may be considered within the standard workweek so long as the standard hours in a workweek, normally 40, are not altered. Some examples are:
  - a. Arrive earlier in the morning and leave earlier in the afternoon.
  - b. Arrive later in the morning and leave later in the afternoon.
  - c. Work four 10-hour days.
  - d. Work four 9-hour days and one 4-hour day.
  - e. Work some other similar permanent or seasonal scheduling option(s)
  - f. Add time to meal break and arrive earlier and leave later.

Other temporary or occasional flexible work schedules may include some combination of altered work start and stop times to allow employees to have medical appointments or take care of personal business during work hours without being charged leave. If flexible work



scheduling or compressed workweeks are instituted on an ongoing basis, the supervisor may approve such only after consultation with the manager.

4. If an employee is unable to report for work or expects to be late, the employee must contact his supervisor as soon as possible but no later than the beginning of his or her scheduled work period, giving the reason for his absence or tardiness. Paid leave may or may not be approved. If an employee has difficulty reaching his supervisor, he should leave a message reporting his absence but continue to attempt to contact with his supervisor. The responsibility to notify a supervisor(s) about absences or about tardiness always rests with the employee.
5. Hours of work, schedules, and duty assignments of short duration of individual employees or work units may be altered under authorization of the supervisor or manager within the established workweek as conditions warrant. Schedules may also be adjusted to meet FMLA and ADA requirements.
6. All Town employees are expected to be available for duty in the event of a weather emergency or civil crisis. In the event of a significant local weather emergency or civil crisis, it is the duty of each employee to (a) contact his supervisor for instruction on emergency work scheduling and (b) to maintain appropriate transportation to and from his residence and the Town/work site.
7. An employee's contact with his supervisor is to be either in person or by telephone. Calls from other individuals (such as family members) or to other individuals (such as co-workers) will not suffice except in the most extreme circumstances. If an employee cannot contact his supervisor, the employee is to leave a voice mail on his supervisor's mobile telephone and follow up with a call to either to the supervisor or the Town Hall to ensure that the supervisor knows the circumstances of the employee's situation and can react accordingly. Failure to adhere to this policy will be considered leave without approval and is therefore subject to an interruption in pay.

#### **C. Performance Increases**

The Town promotes excellence in its workforce. Pay increases within budget constraints may be given to that end. Each employee's performance will be reviewed at least annually concurrently with the budget process by his supervisor, and based on satisfactory performance and contributions to the organization pay increases may be given. In exceptional circumstances an employee's pay may be increased in less than a year for meritorious service or enhanced responsibilities. Pay increases are not automatic or guaranteed.

#### **D. Overtime**

For the purposes of computing overtime under the Fair Labor Standards Act, the work period shall begin at midnight on Friday.

Unless authorized by their supervisor to do so, employees should not work over 40 hours per week. Full-time employees who are not exempt under the Fair Labor Standards Act will accrue compensatory time at the rate of time and a half for all hours actually worked

in excess of 40 hours in a week during any work period except for non-exempt full-time police officers who will accrue compensatory time at the rate of time and a half for all hours actually worked in excess of 80 hours in any 14-day work period.

It is the policy of the Town of Amherst to give compensatory time off instead of paying for overtime. Exempt employees who are required to work beyond normal hours or on weekends and holidays shall be given compensatory time off at the discretion of the manager. The manager is responsible for limiting compensatory time accrual and shall report the accrual of any employee's compensatory time above 80 hours to the Town Council. Employees shall be paid for the value of the accrued compensatory time upon termination of their Town employment at their final rate of pay concurrent with the final paycheck. As part of a supervisor's responsibility for meeting departmental budgetary limitations, he is also responsible for limiting compensatory time accrual to that end.

However, when approved full-time staff positions are vacant and increased work hours are required of non-exempt full-time employees due to such full-time staff vacancies, the manager may approve monetary compensation for overtime work subject to limits of the annual operating budget. A written report of any overtime work involving monetary compensation shall be provided to the Town Council at its next regular meeting. The Town Council must approve all other instances of monetary compensation for overtime worked.

*Note: The accrual of compensatory time is limited to 240 hours by the Fair Labor Standards Act except for public safety, emergency response and seasonal activity which is limited to 480 hours (Reference 29 U.S.C. § 207(a), (k) and (o)3A) and § 9.1-701 of the Code of Virginia).*

**E. Bonuses**

The Town Council may grant a bonus to an employee to recognize superior service to the Town.

**F. Hazard Pay**

The Town Manager may authorize supplemental Hazard Pay for employees that are subject to working in hazardous conditions during a declared state of emergency (either State or Local). The supplement is subject to budget constraints and the nature of the emergency and shall not be considered for duties under conditions that are a regular part or hazard of the job.

**G. Retirement**

The Town participates in the Virginia Retirement System for all employees eligible for retirement benefits pursuant to the rules and policies of VRS.

**H. Time Cards**

All employees shall complete a timesheet in the form required by the Town Manager with actual time for arrival at work and departure from work, including "clocking in" and "clocking out" for lunch and non-work activities.

Emergency or on-call work is to be noted on the timesheet as emergency/on-call work, along with vacation time, holiday, and sick leave. All non-scheduled and overtime hours are to be approved by the appropriate supervisor in advance.

Each employee is responsible for accurately completing his timesheet and turning it in to his supervisor the Monday following the end of the two-week time card cycle. Any timesheets turned in to the supervisor late will not be processed until the following pay cycle.

Each supervisor is responsible for reviewing the timesheets delivered to him by the employee and approving them. The supervisor is responsible for maintaining his own time sheet and for delivering all time sheets for his department to the payroll clerk by 5 P.M. on the Tuesday following the end of the two-week time card cycle.

OTHER THAN SUPERVISORS FOR EMPLOYEES IN HIS DEPARTMENT DUE TO EXTRAORDINARY CIRCUMSTANCES, NO EMPLOYEE MAY COMPLETE A TIME SHEET FOR ANOTHER EMPLOYEE.

## **I. Protective Clothing and Uniforms**

The appearance of the Town of Amherst's employees is a major factor in how the Town is perceived by the residents, non-residents and business operators of the community. All Town employees are expected to maintain a clean, neat and professional appearance while on duty.

It is recognized that the style of the protective clothing and uniform worn may necessarily vary dependent on the location of the employee and the type of work that employee does. The wearing of uniforms and protective clothing for some staff employed by the Town is relative to their working environment, and so the impact on employees may vary. If the employee normally works away from a fixed location (i.e. away from the Town Hall, water plant or sewer plant) that employee should be clearly identifiable as a Town employee.

This policy addresses the clothing to be worn by employees and the financial subsidy provided by the Town of Amherst towards the cost of purchase and maintenance of such clothing. This section applies to all clothing purchased by the Town of Amherst and sets out ownership, maintenance, and replacement requirements.

### **Application**

- A. For the purposes of this section, clothing shall be defined as anything that is worn, including but not limited to the components of a uniform, protective clothing, safety equipment and hats.
- B. The Town of Amherst will furnish every employee appropriate safety equipment required by the work that employee does, in accordance with usual and customary workplace safety standards, as per the provisions of this section.
- C. The Town of Amherst will furnish any employee required to wear a uniform in the performance of his/her usual work responsibilities clothing with accessories as per the provisions of this section.

- D. All clothing purchased by the Town is the property of the Town. Nonserviceable clothing may be replaced on a one-for-one basis by turning in the nonserviceable item. All lost or negligently damaged clothing is to be replaced at the employee's expense.
- E. Employees will be responsible for exercising reasonable care of such items and when requesting replacements due to wear or damage, are required to return the original item. Where damage to such items is a result of the employee's deliberate misconduct or is due to the employee's gross or willful negligence, the employee will be responsible for cost of replacing the item.
- F. All uniform clothing worn by Town employees shall be neat, clean in appearance and free of rips, tears, and holes and shall not be missing any required parts such as buttons, patches, and accessories and free from obvious stains and other defects. The employee's supervisor shall be responsible for ensuring that the employee is appropriately dressed while on duty.
- G. Town uniforms and protective clothing are to be worn only while going to and coming from work and while actually at work for the Town of Amherst. Under no circumstances will Town employees wear Town uniforms or Town protective clothing while not working for the Town.
- H. Employees are responsible for laundering and other normal cleaning and maintenance tasks for uniform clothing.
- I. Supervisors are responsible for inventorying all uniform items and protective clothing and procuring needed items. This responsibility may be delegated to a subordinate employee.
- J. Uniform clothing within a Town department shall be consistent in color and style as specified by the departmental supervisor.
- K. Generally, the Town of Amherst will furnish normal clothing and safety gear to all full-time water and sewer employees up to the following limits. Part-time employees shall be furnished uniforms according to their specific circumstances.

<b>Item Provided</b>	<b>Initial Issue</b>	<b>Replacement Policy</b>	<b>Style</b>
Gloves	2	As worn	Latex
Dust mask	1	Return of worn out item	
Rainwear	1	Return of worn out item	
Ear protection	1	Return of worn out item	
Hard hats	1	Return of worn out item	
Hip waders	1	Return of worn out item	
Safety goggles or glasses	1	Return of worn out item	
Gloves	2	Return of worn out item	Rubber, Leather
Identification Badge	1	Return of worn out item	Picture card
Light Coveralls	1	Return of worn out item	
Insulated Coveralls	1	Return of worn out item	
Safety Boots	1	Annual \$125 allowance	
Pants	6	Return of worn out item	
Short Sleeved Shirt or	12Total	Return of worn out item	

Long Sleeved Shirt		
T-shirt		
Jacket	1	Return of worn out item

L. During inclement weather (heavy rain, sleet, snow, etc.) or during emergency or extraordinary situations, the supervisor may permit personal clothing appropriate for the situation, including turn-out gear, to be worn.

Upon leaving the employ of the Town of Amherst, uniform clothing shall be returned to the employee's supervisor.

## **VII. HOLIDAYS AND LEAVE**

### **A. Holidays**

The following holidays are observed by the Town. Full-time employees shall be granted time off for these days without charging the time against leave balances:

- Any day on the Governor of Virginia's planned holiday schedule.
- Any other day so appointed by the Town Council.

Whenever a holiday falls on a Saturday, the Friday before the actual day shall be observed as the holiday; whenever a holiday falls on a Sunday, the Monday after the actual day shall be observed as the holiday.

Employees who are scheduled by the supervisor to work at least a 40 hour work week during a week in which a holiday falls may receive his or her base rate of pay and an additional 100% (8 hours maximum) of his/her rate of base pay as compensation for that holiday. It shall remain the supervisor's option to allow either monetary compensation in accordance with the terms of this policy or a floater holiday. If an employee receives monetary compensation for the holiday, the employee will not be eligible to receive a floater holiday. Exempt supervisors will not be eligible to receive monetary compensation for a holiday.

Any day so appointed a "holiday" by the Town Council in excess of the Governor's scheduled holidays shall be considered a "Town Hall/Town Shop Closed" day and leave time charged against annual leave for all full-time employees normally scheduled to work but not working that day. Such extra appointed holidays shall have no effect on part-time employees.

### **B. Leave**

#### **1. Annual Leave**

Full-time employees will accrue paid annual leave for personal purposes at the following rates and shall be used on an hour for hour basis.

0-5 years	(3.69 hours/2 weeks)
5 - 10 years	(4.62 hours/2 weeks)
10-15 years	(5.55 hours/2 weeks)
15 years or more	(6.46 hours/2 weeks)

Annual leave shall be scheduled and approved in advance by the manager or supervisor. Annual leave shall not be used until all compensatory leave is used. Annual leave is not eligible at all times as the manager and supervisors have a primary obligation to insure that the Town's service to the citizens is carried out.

Each employee may accumulate a maximum of 288 hours of annual leave. Annual leave above that amount shall expire and may not be accumulated or used. Employees shall be paid for the value of the accrued vacation, not to exceed 120 hours of time to be paid out upon termination of their Town employment concurrent with the final paycheck.

Employees with previous VRS service shall be credited for that service in the calculation of their annual leave time.

## **2. Sick Leave**

Sick leave shall accrue at the rate of 3.69 hours per two (2) weeks, and, when taken, shall be used on an hour for hour basis. Sick leave shall be used for:

- a. FMLA leave, pursuant to section D.1.
- b. Illness or injury incapacitating the employee and preventing the employee from performing assigned duties, doctor or dental appointments during working hours. Personal sick leave is charged on an hour-for-hour basis for all employees and is not considered an entitlement.
- c. An employee may elect to charge against earned sick leave credits an absence required by illness or death in the immediate family.

The "immediate family," in this application, includes only: the employee's or spouse's parents, wife, husband, children, brother, or sister, and any relative living in the household of the employee. The period of absence which may be charged against sick leave in this application may not exceed twenty-four work hours for an illness of one cause, for an injury, or for a death. Sick leave used as a result of death shall be continuous and within one week of the death.

An employee away from work for medical conditions which require absence in excess of one week or for FMLA purposes is required to (1) submit to the supervisor a written statement from the attending physician or health care provider, stating the earliest approximate date of return to duty and advising on the ability of the employee to perform the essential functions of his or her job with or without reasonable accommodations, and simultaneously (2) apply for leave under the Family and Medical Leave Act. The supervisor or manager has the prerogative of requiring a physician's or health care provider's letter with the above content prior to an absence of one week if in his or her judgment this information is necessary. Medical information and the personnel needs of the Town will be considered in determining the holding of the employee's position or placement in another position for which the employee qualifies. All medical information will be kept confidential and will be kept separate from the employee's personnel file.

Exceptions to this policy may be considered on a case-by-case basis and approved by the manager. Sick leave is charged on an hour-for-hour basis for all employees and is not considered entitlement.

Each employee may accumulate a maximum of 520 hours of sick leave. Sick leave above that amount shall expire and may not be accumulated or used. All accumulated sick leave is forfeited upon separation from employment with the Town. Accumulated sick leave is not compensable for any reason.

## **3. Military Leave**

An employee who is a member of a reserve force of the United States or of the Commonwealth of Virginia and who is ordered by the appropriate authorities to attend a training program or who is called into emergency active duty for the purpose of aiding civil authority under the supervision of the United States or the Commonwealth of Virginia shall be granted a leave of absence with full pay during the period of such activity, not to exceed fifteen (15) consecutive calendar days for training duty and five (5) working days for emergency active duty. The Town may, by motion of council, pay any such employee the difference between his or her pay and the pay received for the military duty.

**4. Military Leave Without Pay**

An employee who leaves the employ of the Town to join the military forces of the United States during the time of war or other declared national emergency or who is called to service in the Virginia Militia by order of the Governor shall be placed on military leave without pay commencing on the first business day following the last day of active employment with the Town. The employee on such leave is entitled to be restored to the position he or she vacated, provided the employee makes application to the Town not later than 90 days after the date of honorable discharge or separation under honorable conditions. Job restoration is further conditioned on the position still existing and the employee being physically and mentally capable of performing the work of the vacated position. This section does not override section VII B.3.

**5. Civil Leave**

An employee will be given time off without charge to leave or loss of pay for (a) performing jury duty, when subpoenaed as a witness to appear before a court, public body or commission, (b) performing emergency civilian duties in connection with national defense. The period of such leave shall be only as necessary for the performance of the activity, plus any necessary travel time.

**6. Workers' Compensation Leave**

When an employee is unable to report to work because of incapacity that is the result of a compensable injury under the Virginia Workers' Compensation Act, the employee will receive for the first seven (7) days of absence full pay minus normal payroll deductions. The first seven days of Workers' Compensation leave will not be charged against the employee's consolidated leave balance.



If the absence is longer than seven days, the employee will receive for the period of absence the full compensation that is provided under Workers' Compensation Act. If the period of incapacity extends beyond twenty-one (21) calendar days, the employee will be required to reimburse the Town the amount of compensation awarded to the employee by the Town's workers' compensation insurance for the employee's first seven days of absence. This is an obligation owed to the Town and one which, if not reimbursed within 30 days, will be deducted from future monies (wages, terminal leave pay, etc.) owed to the employee by the Town.

## **7. Return to Work**

This policy addresses the Town of Amherst's deliberate, organized effort to return injured employees to productive employment as early as possible, compatible with physical restrictions and good medical practices.

A strong return to work effort yields several benefits including:

- acceleration of the injured employee's recovery;
- maintenance of an experienced workforce;
- reductions in future insurance costs; and
- improved employee relations.

The Town's first responsibility is the prevention of occupational injury and illness. Despite all best efforts, injuries and illnesses do sometimes occur. It then becomes the Town's responsibility to mitigate the impact of the injury or illness on both the employee and the Town. The Town of Amherst is committed to providing transitional work, on a temporary basis.

Transitional work is defined as:

- Appropriate work to allow the resolution of the injury and to prevent re-injury.
- Modification of the job according to the medical limitations.
- Setting a positive atmosphere and letting employees ease back into a routine by adjusting work expectations/encouraging employees to adhere to therapy schedules, and explaining the need for transitional work to the employee's co-workers to reduce peer resentment.
- Since make-work projects are of little or no value, a meaningful job.
- Work assignments that are temporary. Temporary transitional work assignments will be reviewed every seven days.

### Procedure

1. The employee's supervisor shall review written correspondence from a medical provider which identifies specific employee restrictions.
2. The supervisor shall review these physical restrictions and plan tasks for the employee on a temporary transitional assignment.
3. The supervisor and employee will meet to discuss the temporary transitional work assignment.
4. The employee shall provide documentation signed by a medical provider to the supervisor as to any changes in the injured worker's physical restrictions.
5. The supervisor will re-evaluate all temporary work assignments every seven days.

## **C. Leave Without Pay**

The following are the situations for which an employee may be on leave without pay status.

## 1. Family & Medical Leave

- A. Employees are entitled to participate in the benefits of the Family and Medical Leave Act (“FMLA”). FMLA leave is unpaid leave. The Town requires an employee to use accrued paid leave on an hour for hour basis in conjunction with FMLA leave.
- B. *Eligible Employees.* To be covered under the FMLA, an employee must have worked for the Town for twelve (12) months and must have worked at least 1,250 hours within the twelve (12) months preceding the start of the leave. Part-time and temporary employees who meet these requirements are eligible for FMLA leave.
- C. *Purposes for Which FMLA Leave May Be Taken.* FMLA leave may be used:
  - a. to care for an employee’s child after birth, or for the placement with an employee of a child for adoption or foster care (provided that the leave is requested and used within twelve (12) months of the birth, placement, adoption, or foster care),
  - b. to care for an employee’s spouse, child, or parent (does not include in-laws) who has a serious health condition,
  - c. When the employee is unable to work because of a serious health condition.

A serious health condition is an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or an incapacity lasting more than three consecutive days and involving continuing treatment by a health care provider. Continuing treatment involves two or more treatments (or one treatment when the condition is such that continuing follow-up is or will be required) by a healthcare provider, pregnancy, prenatal care, or other chronic or long-term serious health conditions.

To qualify for leave due to the serious health condition of a family member, the family member must be incapable of self-care. To qualify for leave due to the serious health condition of the employee, the employee must be unable to work at all or unable to perform any of the essential functions of the employee’s position.

Employees are required to obtain a health care provider certification for all absences for which FMLA leave is being requested. A chronic or long-term health condition or pregnancy does not require a visit to the health care provider for each absence; however, a statement by the health care provider that the absence was due to the chronic condition or pregnancy may be requested by the Town at its discretion.

D. *FMLA Benefits.*

a. *Leave.*

An eligible employee is entitled to twelve weeks of unpaid leave during a twelve-month period. The twelve-month period begins on January 1 and terminates on December 31 of each year. Employees will be required to use accumulated paid leave (sick, compensatory, annual, etc.) on an hour for hour basis concurrent with the FMLA leave. If FMLA leave is exhausted before the end of the twelve-month period, the employee will not be entitled to further FMLA leave during this period.

An employee is required to request FMLA leave in writing at least thirty days before the leave is to commence if the need for the leave is foreseeable. In circumstances when the leave is not foreseeable thirty days in advance, an employee must request the leave as soon as practicable. The Town may designate leave as FMLA leave without a request from an employee.

FMLA leave taken for a serious health condition of the employee or family member may be taken intermittently or on a reduced hours basis.

FMLA leave taken for birth, adoption, placement, or foster care cannot be taken intermittently unless approved in advance. If both spouses work for the Town, the total FMLA leave that may be taken for this event by both employees is twelve weeks, pro-rated between as the spouses choose. FMLA leave taken for the birth, adoption, placement, or foster care of a child must be taken within the twelve months following the event.

Should the Town obtain information that the employee was not FMLA eligible or the event did not qualify under FMLA, the designation of FMLA leave previously given may be withdrawn.

b. *Job Restoration*

Upon return from FMLA leave, an employee is entitled to be restored to the same position that was held before the start of the FMLA leave, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. If an employee is unable to return to work after the FMLA leave benefits have been exhausted, the employee will not have a right to return to his or her position even if there are unused accrued leave balances.

Key employees are entitled to FMLA leave but are not entitled to job restoration if re-employment after the conclusion of the leave will cause a substantial and grievous economic injury to the Town. A key employee is a salaried employee who is among the highest paid ten percent of the Town's workforce. A key employee will be notified in writing of his or her status in response to the employee's notice of intent to take FMLA leave, unless circumstances do not permit such notice. If a key employee is already on FMLA leave when s/he receives notice that s/he is a key

employee, the employee will be given a reasonable time to return to work before losing the right to job restoration.

*c. Health Benefits.*

If paid leave is used for FMLA purposes, an employee will maintain the same benefits as if working. If the employee is on leave without pay, continuation in the health care plan is permitted, provided that the employee continues to pay for his or her share of the premiums. If the employee fails to make his premium payments, the employee will be provided written notice of this failure and will be given an additional fifteen days to make payment in full. If payment is not made after this notice, health benefit coverage will cease.

If an employee does not return to work after the conclusion of the FMLA leave, the employee is responsible for reimbursing the Town for the Town's share of the health care premiums paid while on FMLA leave.

**2. Extended Leave Without Pay**

When special circumstances require an extended leave, the manager has the authority to grant an employee leave without pay provided that the operations of the Town's program(s) will not be adversely affected.

**3. Disciplinary Leave Without Pay**

An employee who is absent from work without prior approval shall receive no pay for the duration of the absence and may be subject to disciplinary action which may include dismissal. If extenuating circumstances exist for the unauthorized absence, due consideration will be given.

## VIII. EMPLOYEE DEVELOPMENT

It is the policy of the Town to encourage employees to obtain training designed to develop the employee's value to the organization.

Education leave is discretionary and is normally taken with without pay. When an employee can demonstrate that the pursuit of the educational program will have an immediate and discernable benefit to the Town, leave with full pay may be granted by the manager. The conditions of such leave shall be subject to a case by case determination based on factors which include the nature of the education or training, length of the absence, work record of the employee, work requirements at the time of the request, and value of the education or training to Town.

The cost of training and related expenses undertaken at the direction of the manager shall be paid in full by the Town. In such case, the hours of training count as hours worked. For training requested by an employee, the employee may receive reimbursement of tuition costs if (1) the training was approved in advance by the manager and (2) the employee shows successful completion of the course as evidenced by the grade of C or better. If the training was not required by the Town, the hours do not count as hours worked.

While employees are at Town approved training or conferences, the meal reimbursement rate shall not exceed the following for each meal:

Breakfast: \$10

Lunch: \$16

Dinner: \$26

When a meal is provided as a part of the training or conference, no reimbursement shall occur for that meal.

## **IX. PERFORMANCE APPRAISALS**

The work of each employee will be evaluated at least annually concurrently with the budget by his immediate supervisor. The supervisor will meet with the employee to discuss the year's performance. A written report of the appraisal will be prepared with a copy provided to the employee being appraised and a copy for the personnel files. If the employee believes that the report is unfair, he or she may submit comments to be attached to the supervisor's appraisal report within 10 calendar days of being provided a copy of the appraisal.

## **X. HEALTH AND SAFETY**

### **A. Workers' Compensation**

Workers' Compensation provides benefits for an employee in the event of certain occupational illnesses, injuries, or deaths. Any job related accident or workplace injury, no matter how insignificant, must be reported to the supervisor as soon as possible, but within 24 hours.

The Town may select a panel of physicians to whom employees must go for all work-related injuries. Supervisors are to inform employees of the physicians included in the panel. In the event an injury requires immediate medical attention, the employee may go directly to the nearest hospital emergency room; follow-up care must be with the panel of physicians. If the Town selects a panel, all employees will be notified.

### **B. Occupational Safety and Health**

The Town attempts to provide a safe and healthy working environment for all employees by providing the necessary safety education and training. Employees shall follow all prescribed safety procedures when performing their daily activities and shall further exercise all reasonable and prudent judgment to ensure safety.

Each supervisor has the responsibility for ensuring that the various work centers are free from any recognized hazards that might lead to death or injury. Further, it is the responsibility of each employee to perform all work in a safe manner. All hazards, deaths, injuries, and illnesses that occur on Town property must be reported to the supervisor within the same day of the discovery or occurrence.

Employees are directed to utilize all applicable safety procedures and to perform all work in a safe manner. Employees are responsible for bringing to their supervisor's attention any potential hazards that might exist within their work area. Supervisors are responsible for developing and maintaining work safety rules and for providing these rules in writing to their subordinates.

#### **1. Supervisors Safety Responsibilities**

The first line supervisor is essential to the overall program and must be actively involved in loss control activities.

Specifically, the supervisor shall:

- a. Conduct accident investigations to ensure prevention of recurrence.
- b. Provide instructions in accident prevention and hazard recognition to employees.
- c. Enforce all established safety rules and procedures and firmly support and convey all safety policies to all employees.
- d. Take immediate action to ensure correction of all identified unsafe acts or conditions.

- e. Communicate any additional safety needs to the manager.

## **2. Duties of Employees**

Every employee is required to adhere to all safety rules, procedures and practices, and to use personal protective equipment provided by the Town of Amherst.

Specifically, employees shall:

- a. **Report all injuries**, regardless of severity, to his supervisor immediately. If a supervisor is not available, the injury must be reported to the manager before medical treatment is sought, except in the case of emergencies.
- b. Report and, if possible, correct all unsafe conditions, procedures, or acts.
- c. Report for work free from the influence of alcohol or drugs.
- d. Avoid horseplay and mischief which could cause injury.
- e. Take all standard safety precautions to prevent injury to yourself or fellow employees.
- f. Follow all special or departmental safety rules, including personal protective equipment wearing requirements, specifically:
  - A. **HARD HATS** will be worn by all Town employees including supervisors in the following situations:
    - (1) At any work site where hard hat requirements are posted.
    - (2) All water, sewer, and street work.
    - (3) In the presence of high voltage electrical hazards.
    - (4) In any situation where a potential for head injury exists.
  - B. **GOGGLES** as eye protection are required where grinding, cutting, weed eating, blowing leaves, chipping or any other operation presents a potential hazard from flying debris.
  - C. **SAFETY SHOES AND GLOVES** must be worn when appropriate.

## **3. All Employees to Observe Rules**

Failure to conform to the safety policies of the Town of Amherst shall be considered insubordination and, therefore, grounds for suspension or other disciplinary action.

### **C. Medical Insurance**

The Town will endeavor to offer each full time employee a medical and hospitalization plan, the terms of which will be established from time to time by the Town. Coverage under the plan for each full time employee will be provided at no cost to the employee.



In addition, the Town will endeavor to provide optional coverage under the plan for each employee's spouse and dependent children which additional coverage the employee may elect to take by notice to the Town and agreement to pay via payroll deduction all additional premiums attributable to such additional coverage, subject to any conditions imposed by the Town's medical and hospitalization plan provider.

Any full time employee who is a member of the plan upon retirement may elect to continue his or her participation after retirement in the plan provided that such employee agrees to pay, and does pay promptly, any and all premiums attributable to his continued participation in the plan. In addition, any such employee who, at the time of retirement, is participating in any optional coverage under the plan for his or her spouse and/or dependent children may continue to participate in such optional coverage provided that he or she elects to do so by notice to the Town at the time of retirement and agrees to pay, and does pay promptly, any and all premiums attributable to such spousal and dependent children's coverage. It is the retiree's responsibility to deliver premiums to the Town Hall by the 15<sup>th</sup> of the prior month and maintain the appropriate paperwork as required by the Town's health insurance carrier. In other words, the Town staff will advise you when additional paperwork is needed and a check for the July health insurance needs to be received by June 15. For the purposes of this paragraph, retirement shall mean a status in which the former Town employee is eligible to receive retirement benefits from the Virginia Retirement System program.

Any right to participate in the plan shall terminate:

- a. In the case of a full time employee, his or her spouse, and dependent children, upon termination of the employee's employment.
- b. In the case of a retiree, upon notice of withdrawal from the plan by the retiree or failure to pay any premiums when due.
- c. In the case of a surviving spouse who is participating in the plan at the time of the retiree's death, upon notice of withdrawal from the plan, failure to pay any premium when due, or remarriage.

Except for retirees and family members whose health insurance is provided by the Town as of January 1, 2005, the Town of Amherst will not fund any portion of a retiree's health insurance.

#### **D. Employee Assistance Program**

The Town of Amherst provides an employee assistance program (EAP) to all employees.

EAP provides confidential assistance and/or referral to employees when personal problems or concerns are troubling an employee personally or when they are contributing to, or may contribute to, deteriorating job performance. The EAP is provided as a service to employees. In itself, use of the EAP, by self-referral or supervisory referral, is not an indication of illness, inadequacy, or disability. All people have problems in their lives; thoughtful, intelligent people seek appropriate assistance with their problems.

The Town recognizes that a wide range of problems, not directly associated with one's job function, may have an adverse effect on an employee's job performance. Further, personal problems of a family member can also affect an employee's job performance.

When marital or family discord, financial or emotional crises, alcohol or drug problems, illness, or other difficulties interfere with or threaten job performance or conduct, the Town offers assistance through the EAP. There is no desire to intrude on the employee's private life. These problems are recognized as progressive and potentially destructive, but they are also recognized as able to be solved or improved. The Town stands ready to assist employees and their families who are willing to help themselves.

Early recognition of the troubled employee, through application of job performance standards, is a proper function of management.

Employees with identifiable performance problems that are not the result of deficits in knowledge, skills, education, and/or working conditions may have personal problems affecting job performance.

The Town actively supports rehabilitation efforts, when applicable and appropriate, through employee group health benefits, sick leave, and disability policies. An employee may be referred to the EAP by Town supervisory personnel, colleagues, medical personnel, or union personnel, because of a condition that may affect his or her job performance or because the employee is troubled and seeks help. The decision to accept assistance is the responsibility of the employee.

Employees are encouraged to self-refer. Immediate family members are also eligible for employee assistance services.

An employee participating in EAP at the direction of his supervisor or manager shall be considered at work for the first session. Other sessions are to occur on the employee's time; sick leave shall not be use in connection with EAP.

All records and information about referral, assessment, and treatment will be maintained by the EAP and treated as confidential. No information concerning a client's personal problems will become a part of the employee's personnel record. Except as set forth herein and in situations of dangerousness, or as may otherwise be required by law, no information, oral or written, will be disclosed without the express written permission of the employee.

If an employee is referred by the Town to the EAP because of performance-related issues, the only information the EAP will disclose to the referring person is whether the employee has followed through on the EAP referral. Additional information will only be shared as stated in the previous paragraph.

Employees participating in the EAP will not be given preferential treatment, nor will they be subject to any special regulations by the Town. EAP participation will not immunize an employee against discipline, including discharge, by reason of an infraction of work rules or the rules of conduct. All employees will be evaluated strictly on job performance criteria, irrespective of their participation in the EAP. An EAP client may be disciplined for his or her continued unsatisfactory job performance.

An employee's job security or future career advancement will not be jeopardized as a result of

his or her participation in the EAP.

The immediate supervisor is responsible for monitoring an employee's job performance. In the case of deteriorating performance, the supervisor, following established procedures, should work with the employee in an effort to reestablish accepted levels of performance. Whether or not it appears that the substandard performance is or may be due to problems or impairment, the supervisor should refer the employee to the EAP only as part of a performance improvement plan.

In the case of a job-performance-related referral, the supervisor will do all of the following:

- Document, as part of a performance improvement plan, that the employee was made aware of the EAP as a resource
- Notify the EAP that a referral has been made
- Consult with the manager as appropriate.
- Complete an EAP referral form in order to provide relevant documentation of the performance problem to the EAP

The manager may refer an employee to the EAP. He should both:

- Document the referral in the employee's medical record
- Notify the EAP of the referral

Employees and their family members experiencing problems, whether or not they may affect the job performance of that employee, are encouraged to voluntarily seek information, referral, and related services on a confidential basis by contacting the EAP.

## **XI. ELECTRONIC COMMUNICATIONS**

### **A. Internet**

The Town may provide electronic, digital and wire communications equipment for business purposes. The use of this equipment should not be for personal use. Messages received, sent, and stored on this equipment will be subject to monitoring from time to time and in the course of this monitoring may be read for content. Employees should be aware that there are stored records of all communications. There should be no expectation of privacy in any communications received, sent, or stored on equipment or service provided by the Town.

The Town may provide unlimited access to the Internet and the World Wide Web to its employees as one of the many resources available to assist them in doing their jobs better and more efficiently. Therefore, the Town may establish an Internet account that may be accessed by employees.

Employees may be provided with passwords and e-mail addresses to enable them to use the account; these addressees and passwords are not provided to make employees' usage confidential or private. E-mail records are business records of the Town. The usage of the Internet is subject to the same code of conduct which applies to all other actions in the workplace and using the Town's Internet account in a manner that violates any rules or regulations constitutes grounds for disciplinary action, up to and including discharge. The electronic use, transmission and storage of messages, files, images and sounds are subject to monitoring by the Town.

Employees must not share their passwords with any other individuals, including other employees or outsiders. Nor is it appropriate to attempt to subvert network security either by accessing the Internet without using your password or by seeking to discover other passwords to gain access. Employees are representatives of the Town when using the Town's Internet account. Accordingly, they are expected to act and to communicate professionally on the Internet, not to engage in any commercial or illegal activities, or to use the account for personal business.

The Town will have access to a log of all usage, including a list of employees who have used the Internet and the sites they visited. The Town will monitor this usage from time to time, and employees found to be abusing usage or using the Internet inappropriately will be subject to disciplinary action.

### **B. Consent to Monitoring**

Employees will be required to consent to the monitoring of communications sent, received and stored on equipment provided by the Town or an electronic, wire, or digital services provided by the Town as a requirement for employment by the Town. A signed statement acknowledging the receipt of the Personnel Policy document shall be proof of this consent.

### **C. Cell Phone Reimbursement**

Town of Amherst employees are more valuable to the Town's workforce by being readily accessible while on duty and in the event of an emergency. The Town Council has determined that, in lieu of providing a wireless telephone for an employee's use while on duty, an allowance may be paid to full-time Town employees who provide their own wireless telephone service for the Town's use. This policy will enable the employee to select the wireless telephone service plan that best suits his individual needs for personal calls which are to be made on personal time.

At the end of each month the Town shall reimburse at the rate of \$45/month to all full-time Town of Amherst employees subject to the following understandings:

- A. The wireless telephone service shall have a number reached without toll from the Town Hall.
- B. The wireless telephone number shall be provided to the Town Manager for reasonable Town business use.
- C. Voice mail and text messaging services shall be provided in the employee's service plan. Information on the carrier shall be provided to facilitate group text messages via email.
- D. The wireless telephone unit shall be normally carried by the employee both while on- and off-duty.
- E. The employee shall regularly check his voice mail and text messages.

## **XII. Alcohol and Drug Free Workplace**

The Town of Amherst is an established drug-free workplace and has a vital interest and responsibility in maintaining a safe, healthy, and efficient workplace for the benefit of its employees, customers, and public. The use of performance impairing drugs can cause avoidable injuries to employees, the public, or damage to public or private property.

### **STATEMENT OF POLICY:**

To ensure a safe and productive work environment, employees shall comply with a zero-tolerance drug, alcohol, and substance abuse policy and are prohibited from:

- A. Unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances, or misusing or abusing prescribed, or over the counter drugs.
- B. The sale, purchase, use, or possession of illegal drugs, or prescription drugs obtained illegally.
- C. Having present in their bodies detectable levels of illegal drugs during work hours, including arrival for work or from break periods, including lunch.
- D. Violating any Federal, State, or Local law relating to drugs.
- E. The exception to this policy is the authorized possession, use and transportation of drugs prescribed by a Physician and used according to prescription instruction, unless such use would pose a safety risk to the employee, other employees, or the public.

### **A. Employee Responsibilities**

- 1. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
- 2. Any employee convicted under a federal or state statute regulating controlled substances shall notify their supervisor and the manager within five days after the conviction.
- 3. No employee shall consume alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.
- 4. No employee shall be impaired by alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.
- 5. No employee shall represent the Town in an official capacity while impaired by alcohol, illegal drugs, or medication.
- 6. No employee using medication that may impair performance shall operate a motor vehicle or engage in safety sensitive functions while on duty for Town.
- 7. If an employee is using prescription or non-prescription medication that may impair performance of duties; the employee shall report that fact to his or her supervisor.

8. An employee who has reason to believe that the performance of another employee is impaired by alcohol, illegal drugs, and/or medication shall immediately notify the supervisor or manager.

**DISCIPLINARY ACTION.** Because of the serious nature of illegal use or abuse of alcohol, controlled substances, and/or non-prescribed use of medication, and/or failure to consent to a drug test or follow adopted procedures, appropriate employee disciplinary action will be taken, up to and including termination.

## **B. Drug & Alcohol Testing**

In order to achieve a drug-free work place, employees in, and applicants for, all positions shall be required to participate in all of the following alcohol and controlled substances testing:

1. When an applicant for a position has been extended a conditional offer of employment but before beginning work.
2. When there is a reasonable suspicion to believe that the employee is in an impaired state.
3. When the employee has been involved in an on-duty serious accident or has endangered others in the workplace.
4. As a condition for return to duty after testing positive for controlled substances or alcohol.
5. As part of follow-up procedures to return-to-duty related drug or alcohol violations.
6. The Town of Amherst, at its discretion, shall institute a policy of random testing of current and future employees. This policy shall include testing of all personnel by department and/or a random selection policy of all personnel by department and/or a random selection policy of all personnel throughout each year. Refusal to test shall result in termination of employment.

This policy covers all employees of and applicants to the Town.

## **C. Procedure**

1. The prospective new hire or current employee will be given a drug screening form (copies in the Town Hall vault) and a copy of this sheet.
2. The prospective new hire or current employee will be sent to Lab Corp for testing (directions and map below). Prospective new hires are to arrange for their own transportation. Current town employees will be reimbursed for transportation costs only if a Town vehicle is not available.
3. The prospective new hire or current employee will return “copy 4” from form sheet to his or her potential or current supervisor after the test has been completed.

4. The results will be transmitted to the Town Manager after the test has been read.

**SUPERVISORY RESPONSIBILITIES:**

Supervisors shall be required to notify the Town Manager if there is any suspicion that an employee is in violation of this policy. Failure to do so can result in discipline up to and including termination of employment for the supervisor.

I have read, understand, and agree to the terms, conditions, provisions, and requirements set forth in this Drug, Alcohol, and Substance Abuse Policy.

---

Employee Signature

Date



### **XIII. Political Activity**

- A. An employee shall not be coerced to support a political activity, whether funds or time are involved.
- B. An employee shall not engage in political activity on work premises during work hours, nor shall such activity have any bearing on the employee's normal work schedule.
- C. An employee shall not use Town-owned equipment, supplies or resources, and other attendant material (diskettes, paper, computer online and access charges, etc.) when engaged in political activities.
- D. An employee shall not use, discriminate in favor of or against, any person or applicant for employment based on political activities.
- E. An employee shall not use the employee's title or position while engaging in political activity.
- F. An employee who seeks to hold an elected office shall advise the manager in writing of such an intention. Upon attainment of such office, whether by election or appointment, he shall, at the beginning of every term in such office, supply the manager with a written plan that (a) explains how conflicts of interest will be avoided, (b) an analysis of time and scheduling requirements, and (c) assurances that serving in such elected office will not unreasonably limit the employee's work for the Town of Amherst.

## **XIV. Freedom of Information Act**

*This policy is intended to fulfill the requirements of §2.2, Chapter 37 of the Code of Virginia.*

The Virginia Freedom of Information Act (FOIA), located in §2.2, Chapter 37 of the Code of Virginia, guarantees citizens of the Commonwealth and representatives of the media access to public records held by public bodies, public officials, and public employees.

A public record is any writing or recording – regardless of whether it is a paper record, an electronic file, an audio or video recording, or any other format – that is prepared or owned by, or in the possession of a public body or its officers, employees or agents in the transaction of public business. All public records are presumed to be open, and may only be withheld if a specific, statutory exemption applies.

The policy of FOIA states that the purpose of FOIA is to promote an increased awareness by all persons of governmental activities. In furthering this policy, FOIA requires that the law be interpreted liberally, in favor of access, and that any exemption allowing public records to be withheld must be interpreted narrowly.

All employees of the Town of Amherst are responsible for furthering the interest of open and responsive government and it is the goal of the Town of Amherst to meet and exceed the requirements of the law where information is concerned.

Any questions regarding information should be forwarded to the Town's FOIA officer, and answered as quickly as possible.

In addition, the Freedom of Information Advisory Council is available to answer any questions the requestor may have about FOIA. The Council may be contacted by email at [foiacouncil@dls.virginia.gov](mailto:foiacouncil@dls.virginia.gov), or by phone at 866-448-4100.

## **XV. Smoking – Town-owned and controlled buildings and work places.**

Smoking in public areas in Town owned and controlled buildings is prohibited. The Town Manager may develop and implement policies and procedures governing smoking in parts of Town-owned and controlled buildings or work areas not open to the general public in the normal course of business, except by invitation. The Town Manager shall enforce these policies and procedures through administrative methods. Any total ban on smoking in the workplace shall only be enforced by the Town upon an affirmative vote of a majority of the affected employees voting. [State law reference(s) – §§ 15.2-2801, 15.2-2802]

## XVI. DISCIPLINE AND GRIEVANCES

Town employees are expected to conduct themselves in a professional and courteous manner as representatives of the Town. Employees are expected to avoid any action, which might result in giving preferential treatment to any organization or person, losing independence or impartiality of action, or adversely affecting the integrity of the Town.

### A. Disciplinary Actions

If an employee's work performance or behavior is deemed unsatisfactory, the following kinds of disciplinary action may be taken, depending upon the circumstances: oral admonishment, written reprimand, suspension, demotion, or dismissal. Other types of discipline may be used in addition to those listed.

The following are examples of misconduct that may result in discipline. The list is not inclusive and other misconduct may be subject to disciplinary action:

1. Conviction of a felony or of a misdemeanor involving moral turpitude and other criminal acts that continued performance of duties is compromised;
2. Willfully falsifying Town records (including time records, leave records, job applications, or pay or reimbursement vouchers) or lying about work including but not limited to the manner in which work was done, whether it was completed and the timeframe for completion;
3. Gross negligence with Town property or misuse of Town property;
4. Violating any workplace rule;
5. Performing official duties in a rude and discourteous manner, threatening co-workers, or using physical violence while on duty;
6. Violating any lawful official regulation or order or willfully failing to obey a proper direction of the supervisor or the manager;
7. Using or being impaired at work by intoxicants, drugs, or alcohol;
8. Grossly neglecting duty or continually being unable or unwilling to render satisfactory performance or demonstrating repeated carelessness in the commission of one's duties;
9. Taking property of the Town for one's personal use, for sale to another or for a gift to another;
10. Inducing, or attempting to induce, an officer or employee in the service of the Town to commit an unlawful act or to act in violation of any lawful or official regulation or order;

11. Accepting a bribe, gift, token, money, or other thing of value intended as an inducement to perform or refrain from performing any official acts, or engages in any action of extortion or other means of obtaining money or other things of value through his/ her position in the Town;
12. Failing to report for work or being absent without prior notice to supervisor;
13. Unsatisfactory attendance, excessive absences, or excessive tardiness.
14. Harassing other employees or the public.
15. Violating the Town's drug free workplace rules.

**B. Notification**

Prior to imposing disciplinary action, including termination, the supervisor shall inform the employee of the reason for the discipline and the employee shall have the right to comment on the discipline. However, the supervisor may have the employee removed from the workplace prior to giving an opportunity to comment if the employee's continued presence poses a safety danger or is disruptive to the workplace.

**C. Grievance**

The Town grievance procedure is available for all eligible employees of the Town. Exceptions are listed in the grievance policy.

## **XVII. TERMINATION OF EMPLOYMENT**

### **A. Resignation**

To resign in good standing, an employee must give at least two weeks advance notice. If special circumstances exist, the notice requirement may be waived by the manager. Failure to give the required advance notice will result in forfeiture of compensation for accrued leave. Failure to return to work at the expiration of an approved leave of absence shall be interpreted as a resignation.

### **B. Lay-off**

The Town reserves the right to dismiss employees for lack of available work or funds.

### **C. Termination for Inability to Perform**

An employee may be terminated if he or she becomes physically or mentally unable to perform the duties of the position. However, any such action shall be taken in a manner that complies with the requirements of the American's with Disabilities Act.

### **D. Severance Pay**

An employee terminated due to job elimination shall be paid two weeks severance pay based on average hours worked for the prior 13 weeks.

An employee terminated due to lay-off, where prospects for re-hire are probable, or for cause shall not be eligible for severance pay.

An employee terminating employment at his discretion shall not be eligible for severance pay.

## **XVIII. IN-SERVICE ACTIVITIES**

### **A. Motor Vehicles and Mileage Reimbursement**

Employees are encouraged to have a valid operator license issued by the Virginia Division of Motor Vehicles and, if the employee's duties may involve such, to attain commercial driver's license that would allow for the operation of larger motor vehicles. The Chief of Police will certify validity of driver's licenses for each employee and the Chief of Police must be notified immediately if an employee's driver's license is revoked.

The personal use of vehicles and equipment for bona fide Town business must be approved in advance by the manager with all expenses reimbursed to the employee in each instance. The employee shall be reimbursed at the then-current federal mileage rate.

## **XIX. GRIEVANCES**

The purpose of this grievance procedure is to provide a prompt, fair, and orderly method for the resolution of employee grievances initiated by eligible employees of the Town of Amherst.

### **I. Definition of Grievance**

A. A grievance is a complaint or dispute by an employee relating to his employment, including but not necessarily limited to:

1. Disciplinary actions, including disciplinary demotions, suspensions, and dismissals provided that such dismissals result from formal discipline or unsatisfactory job performance.
2. The application of personnel policies, procedures, rules, and regulations, and the application of ordinances and statutes.
3. Acts of retaliation as the result of the use of or the participation in the grievance procedure or because the employee has complied with any law of the United States or of the Commonwealth of Virginia, has reported any violation of such law to a governmental authority, has sought any change in law before the United States Congress or the General Assembly of Virginia, or has reported an incident of fraud, abuse, or gross mismanagement.
4. Discrimination on the basis of race, color, creed, religion, political affiliation, age, disability, national origin, or sex.

### **B. Management Rights and Prerogatives**

The Town reserves to itself the exclusive right to manage the affairs and operations of Town government. Accordingly, complaints involving the following management rights and prerogatives are not grievable:

1. Establishment and revision of wages or salaries, position classification, or general benefits.
2. Work activity accepted by the employee as a condition of employment, or work activity which may reasonably be expected to be a part of the job content.
3. The contents of ordinances, statutes, or established personnel policies, procedures, rules, and regulations.
4. The methods, means, and personnel by which work activities are to be carried on, including but not necessarily limited to:
  - a. The provision of equipment, tools, and facilities necessary to accomplish tasks.
  - b. The scheduling and distribution of manpower/personnel resources.
  - c. Training and career development.



5. The hiring, promotion, transfer, assignment, and retention of employees in positions within the Town's service.
6. Failure to promote except where the employee can show that established promotional policies or procedures were not followed or applied fairly.
7. The relief of employees from duties, or taking action as may be necessary to carry out the duties, of the Town in emergencies.
8. Direction and evaluation of the work of Town employees.
9. Termination, layoff, demotion, or suspension from duties because of lack of work, reduction in force, or job abolition, except where such action affects an employee who has been reinstated within the previous six months as the result of the final determination of a grievance. In any grievance brought under the exception to this paragraph, the action shall be upheld upon a showing by the Town that:
  - a. There was a valid business reason for the action, and
  - b. the employee was notified of the reason in writing prior to the effective date of the action.

## II. Coverage of Personnel

- A. Except as noted below, all nonprobationary full-time and part-time employees are eligible to file grievances under this procedure. The following are the exceptions:
  1. Key officials of the Town. For purposes of this procedure, a key official is defined as the head of any separate Town department.
  2. Members of boards and commissions.
  3. Employees whose terms of employment are limited by law.
  4. Officials and employees who serve at the will or pleasure of an appointing authority.
  5. Appointees of elected individuals or elected groups.
  6. Probationary employees in matters concerning their dismissal. Probationary employees may, however, use this procedure for complaints or disputes other than dismissals that are determined to be grievable.
  7. Temporary, limited term, and seasonal employees.
  8. Law enforcement officers as defined in Chapter 10.1 (§2.1-116.1, et seq.) of Title 2.1 of the Code of Virginia whose grievance is subject to the provisions of Chapter 10.1 and who have elected to proceed pursuant to those provisions in the resolution of their grievance, or any other employee electing to proceed pursuant to any other existing procedure in the resolution of his grievance.

- B. The Town Manager shall determine the officers and employees (by position) excluded from this grievance procedure and shall maintain a list of such excluded positions.

### III. Operation of the Grievance Procedure

Step 1. An employee who believes he has a grievance and wishes to utilize this procedure shall discuss the grievance informally with his immediate supervisor within twenty calendar days of the occurrence of the incident giving rise to the grievance or within twenty calendar days following the time when the employee reasonably should have gained knowledge of its occurrence. A response to the grievance shall be communicated, either orally or in writing, to the grievant within ten calendar days.

*Note: If the complaint is alleging discrimination or retaliation by the immediate supervisor the grievance may be presented at Step 1 to the department head or, if there is no department head above the immediate supervisor to the Town Manager. If Step 1 is with the Town Manager, Step 2 is omitted and the written grievance is presented to the Town Manager. The grievance proceeds immediately to Step 3.*

Step 2. If the grievant is not satisfied with and does not accept the Step 1 response, or if a response is not provided within the required time frame, the grievant may proceed by putting the grievance in writing on the Grievance Form which is attached to this procedure. The Grievance Form shall be delivered, by mail or in person, to the department head within ten calendar days of receipt of the supervisor's response or the deadline for that response, whichever occurs first. If the immediate supervisor is the department head, the written grievance should be presented to the Town Manager and it will proceed as if it were at Step 3.

The grievant shall specify the relief that he expects to gain through the use of this procedure. The department head shall promptly meet with the grievant. Normally, the only persons who may be present at the meeting or hearing shall be the agency head, the grievant, and the appropriate witnesses. The department head shall render a written response to the grievance within ten calendar days following receipt of the completed request form with a copy of the response being sent to the manager. By mutual consent of the grievant and the department head, the grievant may skip Step 2 and proceed directly to Step 3.

Step 3. If the grievant does not accept the response at Step 2, or if the department head fails to respond within the required time frame, the grievant shall indicate his desire to advance the grievance to Step 3 on the Grievance Form. The Grievance Form shall be delivered by mail or in person, directly to the Town Manager within ten calendar days following receipt of the Step 2 response or immediately after the deadline for that response, whichever occurs first. If the Town Manager determines (or has previously determined) that the complaint is grievable, a meeting with the grievant, the grievant's representative if there is one, a representative of the affected department and the Town Manager will be held within five days. Appropriate witnesses for each side, and such other persons as the Town Manager or the grievant may want to call, may be present to offer testimony only. The Town Manager shall render a written response to the grievance within ten calendar days following receipt of the completed request form.

In the event that the Town Manager determines that the complaint, or a portion of the complaint, is not grievable, the grievant may appeal that decision to the Circuit Court as set out in Section IV(B) of this procedure.

Step 4. If the grievant does not accept the Step 3 written response, or if the Town Manager fails to respond within the required time frame, and the grievant wishes to advance to a grievance panel hearing, the grievant shall complete step 4 of the Grievance Form.

The Grievance Form shall be delivered, by mail or in person, directly to the Town Manager within ten calendar days following receipt of the Step 3 response or the deadline for that response, whichever occurs first. The Grievance Form shall contain the name of the person whom the grievant desires to serve on the grievance panel. The grievant shall not name a person to serve on the grievance panel unless and until the grievant has received that person's consent to do so. The grievance shall be heard by an impartial grievance panel as set out in Section VI of this procedure.

#### IV. Grievability and Access

- A. Grievability and access are determined by the Town Manager generally after the grievance reaches Step 3. Only after the Town Manager has determined that a complaint is grievable and/or the grievant has access to the procedure may a grievance be advanced through Steps 3 and 4. Should the question of grievability or access arise at Step 2 the grievant or the department head may request a ruling on grievability and/or on access by the Town Manager. The Town Manager shall render a decision within ten calendar days of receipt of the ruling request and shall send a copy of the decision to the grievant and the department head.
- B. The Town Manager's decision on grievability and/or access may be appealed to the Circuit Court of the County. Such appeals shall be instituted by the grievant by filing a notice of appeal with the Town Manager within ten calendar days from the date the grievant received the decision. Within ten calendar days after the filing of the notice of appeal, the Town Manager or his designee shall transmit to the Clerk of the Circuit Court a copy of the Town Manager's decision on grievability or access to the procedure, a copy of the notice of appeal, a copy of the grievance record, and copies of all exhibits. A list of the evidence furnished to the Court shall also be furnished to the grievant. The appeal will be heard by the Court as provided by law. The decision of the Court is final and is not appealable.

#### V. General Terms

Except as otherwise noted, the following rules apply to all levels of grievance hearings.

- A. Time intervals specified in Steps 1 through 4 may be extended by mutual consent of the parties.
- B. When a deadline falls on a Saturday, Sunday, or Town holiday, the next calendar day that is not a Saturday, Sunday, or Town holiday shall be considered the last calendar day.
- C. All grievance meeting and hearings shall be held during normal Town working hours unless both the grievant and the Town Manager should mutually agree otherwise.

- D. Town employees who are necessary participants at grievance hearings shall not lose pay for time necessarily lost from their jobs and will not be charged leave because of their attendance at the grievance proceedings.
- E. At the Step 3 meeting, the grievant, at his option, may have present a representative of his choice. If the grievant is represented by legal counsel, the Town likewise has the option of being represented by counsel.
- F. The use of recording devices or a court reporter is not permitted at Step 1, 2, and 3 meetings. Only Step 4 hearings may be recorded.
- H. Hearings are not intended to be conducted like proceedings in court and the rules of evidence do not necessarily apply.
- I. At Step 4, the grievance panel shall have the discretion to limit the attendance at the hearing of persons not having a direct interest in the hearing.
- J. At the request of either party, Step 4 hearings shall be private.
- K. Except in grievances involving discipline or in cases where the grievance panel determines otherwise, the grievant shall present his evidence first.
- L. The grievance panel shall determine the propriety of and the weight to be given the evidence submitted.
- L. Both the grievant and the Town may call appropriate witnesses. All witnesses, including the grievant, shall be subject to examination and cross-examination.
- N. Witnesses shall be present only while actually giving testimony and shall otherwise be excluded from the room.
- O. The grievant shall not be entitled to financially recover more than that which he has lost; the grievant's costs are not to be assessed against the Town.
- P. Where a grievant has obtained partial relief at one level of this grievance procedure but decides to appeal to the next higher level, the filing of a request form to the next higher level shall constitute rejection of, and relinquishment of any claim to, any and all relief granted at the previous level.
- Q. Each party shall bear the costs and expenses, if any, of his legal counsel or representative.

VI. Rules Concerning Grievance Panels and Panel Hearings

A. Selection of Grievance Panel.

- 1. Within five calendar days of receipt of the Step 4 request form, the Town Manager shall appoint a member to serve on a grievance panel. The member selected by the grievant and the member selected by the Town Manager shall then select a third member.

2. If the panel member appointed by the grievant and the panel member appointed by the Town Manager or his designee cannot agree upon a third panel member within 20 calendar days of the Town's receipt of the selection of the first two panel members, then the chief judge of the Circuit Court shall choose an impartial, third panel member. The third panel member shall act as chair of the panel.
- B. Eligibility to Serve on Grievance Panel. The panel shall not be composed of any persons having direct involvement with the grievance being heard by the panel, or with the complaint or dispute, giving rise to the grievance. Managers who are in a direct line of supervision of a grievant, persons residing in the same household as the grievant, and the following relatives of a participant in the grievance process or a participant's spouse are prohibited from serving as panel members: spouse, parent, child, descendants of a child, sibling, niece, nephew, and first cousin. No attorney having direct involvement with the subject matter of the grievance, nor a partner, associate, employee, or co-employee of the attorney shall serve as a panel member.
- C. The following rules apply to Step 4 grievance panels and the conduct of Step 4 grievance panel hearings:
1. The grievant shall bear the reasonable costs and expenses, if any, of his panel member.
  2. The Town shall bear the reasonable costs and expenses, if any, of its panel member and those of the third panel member unless the grievant objects. Upon objection, the reasonable costs and expenses of the third panel member shall be shared equally between the Town and the grievant.
  3. No person shall receive any compensation, whether monetary or otherwise, for his time in serving as a member of a grievance panel. Notwithstanding this prohibition, a Town employee serving as a member of a grievance panel may receive his usual Town pay for the period he serves on such a panel.
  4. The panel shall promptly set the date, time, and location for hearing the grievance and shall notify the parties.
  5. The Town shall provide the panel with copies of the grievance record prior to the hearing, and shall provide the grievant with a list of the documents furnished to the panel.
  6. Each party shall furnish to the other with copies of all documents, exhibits, and a list of witnesses it intends to use at the panel hearing seven calendar days in advance of the hearing.
  7. Both the grievant and the Town may be represented by legal counsel or other representative at the panel hearing. Such representatives may examine, cross-examine, question, and present evidence on behalf of the

grievant or the Town before the panel without being in violation of the provisions of Virginia Code §54.1-3904.

8. The panel shall have the authority to determine the admissibility of evidence without regard to the burden of proof so long as a full and equal opportunity is afforded to all parties for the presentation of their evidence. The Town shall present its evidence first in grievances challenging a disciplinary action and shall have the burden of persuasion on such issue.
10. All evidence shall be presented in the presence of the panel and the parties except by mutual consent of the parties.
11. The decision of the panel should be rendered as soon as possible, but, in any case, not later than five calendar days following the conclusion of the hearing.
12. The panel shall have the authority, if it finds (based on the greater weight of the evidence) that the grievant has been denied a benefit or wrongly disciplined without just cause (where such cause is required) to reverse, reduce, or otherwise modify such action and, where appropriate, to order the reinstatement of such employee to his former position with back pay.
  - a. Back pay shall not exceed pay for time actually lost or paid leave required to be taken due to such suspension or discharge, in an amount the panel believes equitable up to the amount of actual loss.
  - b. Any award of back pay shall be offset by interim earnings the grievant earned during the period of separation.
  - c. The panel also has the power to sustain, modify or reverse the Town's action.
13. The panel shall not have authority to do any of the following:
  - a. Formulate policies or procedures.
  - b. Alter existing policies or procedures.
  - c. Circumscribe or modify the rights afforded the parties in this procedure.
  - d. Grant relief greater than that which the grievant has requested in the request form.
14. The majority decision of the panel, acting within the scope of its authority, shall be final and binding, subject to existing policies, procedures, and law.
15. The question of whether the relief granted by a panel is consistent with written policy shall be determined by the Town Manager or

his designee, unless the Town Manager or his designee has a direct personal involvement with the event or events giving rise to the grievance, in which case the decision shall be made by the Attorney for the Commonwealth for the County.

16. Either party may petition the Circuit Court for an order requiring implementation of the panel decision.

## VII. Compliance

- A. Except as noted in paragraph VII(B), after the initial submission of the grievance to the immediate supervisor, the failure of either party to comply with all substantial procedural requirements of this procedure without just cause shall result in a decision in favor of the other party on any grievable issue, provided the party not in compliance fails to correct the noncompliance within five work days of receipt of written notification by the other party of the noncompliance. Such written notification by the grievant shall be made directly to the Town Manager.
- B. If one of the management respondents in Steps 1, 2, or 3 does not respond to the grievance, the grievant at his option may move the grievance to the next level by submitting it without the response to the next Step or the grievant can provide the Town Manager notice of the non-compliance as set forth in paragraph VII(A).
- C. The Town Manager shall determine compliance issues. Compliance determinations made by the Town Manager or his designee shall be subject to judicial review, which shall be initiated by the grievant filing a petition with the Circuit Court of the County within thirty calendar days of the compliance determination.

## **XX. MODIFICATION OF POLICIES**

These policies do not constitute a contract of employment. The policies as a whole, or individually by section, may be modified, amended, or rescinded at the sole discretion of the Town Council without notice.



# Grievance Hearing Form

- Please type or print -

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Department

\_\_\_\_\_  
Telephone Number(s)

**Step 2 – Department Head Meeting:** To be completed by the grievant at Step 2 only and filed with the grievant's department with a copy sent to the Manager.

1. Date of the incident-giving rise to this grievance. \_\_\_\_\_

2. Date of the grievant's first awareness of the incident. \_\_\_\_\_

3. Have you had a Step 1 informal hearing with your immediate supervisor? \_\_\_ Yes \_\_\_ No (check one)

4. If yes, when? \_\_\_\_\_

5. Person(s) against whom this grievance is directed.

\_\_\_\_\_  
\_\_\_\_\_

6. Specify the incident that resulted in this grievance. (Use separate sheets if necessary.) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

7. Specify the policy(ies), rule(s), or regulation(s) at issue. (Use separate sheets if necessary.) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

8. Specify why the action taken was not proper. (Use separate sheets if necessary.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Specify the relief sought. (Use separate sheets if necessary.) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of grievant

\_\_\_\_\_  
Date submitted

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**Department Head Response:**

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\_\_\_\_\_  
Signature of departmental head and date

\_\_\_\_\_  
Date grievance was received

\*\*\*\*\*

**Request for Step 3 –Town Manager Meeting:** To be completed by the grievant at Step 3 only and filed directly with the Manager's office.

I wish to have my grievance heard at the Step 3 (Town Manager) level. I understand that, by requesting to have my grievance heard at Step 3, I am giving up the relief, if any, that was awarded to me at Step 2.

\_\_\_\_\_  
Signature of grievant

\_\_\_\_\_  
Date submitted

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**Town Manager Response:**

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\_\_\_\_\_  
Signature of Town Manager and date

\_\_\_\_\_  
Date grievance was received

\*\*\*\*\*

**Request for Step 4 – Grievance Panel Hearing:** To be completed by the grievant at Step 4 only and filed directly with the Town Manager.

1. I wish to have my grievance heard at the Step 4 (grievance panel) level. I understand that, by requesting to have my grievance heard at Step 4, I am giving up the relief, if any, that was awarded to me at Step 3.

2. Name of grievant's panel member: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

\_\_\_\_\_  
Signature of grievant

\_\_\_\_\_  
Date submitted

**Town Panel Member**

Name of Town's panel member: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_