

AMHERST TOWN COUNCIL
AGENDA – WEDNESDAY, OCTOBER 9, 2019

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. Public Hearing on a bond for the Sewer Sliplining project (Pgs. 1-30)** - *A public hearing has been set and advertised for the required bond for the sewer sliplining project being funded through the USDA Rural Development program. The amounts in the bond are not the final amounts, and staff anticipates that there will need to be a second public hearing after the bid process is completed.*
 - 2. Presentation from the Amherst Mountain Biking Club-** *Alex Motley has requested time for the AMBC (Amherst Mountain Biking Club) to come before Council to update them regarding progress on the trails at Brockman Industrial Park.*
- E. Citizen Comments** - *Per the Town Council’s policy, any individual desiring to speak before the Council who has not met the agenda deadline requirement will be allowed a maximum of three minutes to speak before the Town Council. Any individual representing a bona fide group will be allowed a maximum of five minutes to speak before the Town Council. Placement on the agenda is at the Mayor’s discretion.*
- 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. 31-35)** – *Draft of the September 11, 2019 meeting minutes are **attached**. Please let Vicki Hunt know of any concerns by Wednesday morning such that any needed corrections can be presented at the meeting.*
- G. Correspondence and Reports**
- 1. Staff Reports (Pgs. 36-42)**
 - a. Town Manager Monthly Report - **attached**
 - b. Police Chief Monthly Report - **attached**
 - c. Office Manager Monthly Report - **attached**
 - d. Clerk of Council Monthly Report- **attached**
 - e. Public Works Monthly Reports- **attached**
 - f. Town Attorney Monthly Report – **attached**
 - 2. Council Committee Reports (Pgs. 43)**
 - a. Finance Committee – *Mrs. Carton, met September 23, 2019, minutes attached*
 - b. Community Relations – *Mrs. Ogden*

c. Utilities Committee – *Mr. Watts*

3. Other Reports (Pgs. 44-49)

- a. Planning Commission– *Met October 2, 2019, minutes as a handout*
- b. Industrial Development Authority- *no meeting, no report*
- c. Robert E. Lee SWCD- *minutes attached*

H. Discussion Items

- 1. Adopt Resolution to Proceed with VDH Funded Improvements to the Water Treatment Plant- (Pgs. 50-63)-** *Sara Carter- Staff has been working with the Town’s Engineer, Herb White, to apply for Virginia Drinking Water Revolving Loan funds to complete a comprehensive rehabilitation of the Town’s drinking water production system. An offer has been made to the Town for funding, and adopting a resolution to proceed is the next step.*
- 2. Adopt Resolution to Reaffirm that the Central Virginia Transportation Planning Organization is the designated MPO for our community (Pgs. 64-75)-** *Sara Carter- The Central Virginia Metropolitan Planning Organization (CVMPO) is seeking to change its name to the Central Virginia Transportation Planning Organization. In order to do so, each jurisdiction is required to adopt a resolution of support. This change does not affect the services provided to the Town or the work being done by the MPO.*
- 3. Town Policies Revisions and Additions (Pgs. 76-81)-** *Sara Carter- Staff has been working on updating and revising policies to reflect Council’s direction. Staff recommends approval of the following policies:*
 - a. *Customer work policy- revise policy to reflect actual cost of employees for customer work.*
 - b. *Procurement policy- revise to change the approval for previously appropriated purchases.*
 - c. *Staff Contact and Direction Policy- add a new policy clarifying how work is added to staff work programs.*
- 4. Reserve Police Officer Proposal (Pgs. 82-92)-** *Sara Carter- Staff proposes adding a Reserve Police Officer program to the Town. The policies would be modeled on the Town of Louisa’s program, which has been active for many years. A proposal, budget and the Town of Louisa’s policies are attached.*
- 5. Town Talks Outreach-** *Sara Carter- In an effort to provide regular updates and contact to citizens, staff intends to have quarterly meetings in the community at different locations and times. Staff requests the support of Council for this effort.*
- 6. Update on Park Input meeting-** *Sara Carter- Staff held a meeting in Town Council chambers on September 24th to solicit input from residents regarding the layout and design of the park on Scott’s Hill Road. Staff is also proceeding in working with School Administration to form a proposal to join the Town park property and Amherst County High School with trails.*

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*

N. Adjournment

RICHMOND | CHRISTIANSBURG | FREDERICKSBURG
MCLEAN | DURHAM | WILLIAMSBURG
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_____, 2019

Town Council
Town of Amherst, Virginia
Amherst, Virginia

**\$3,017,000 Town of Amherst, Virginia
General Obligation Sewer Revenue Bond, Series 2019**

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Town of Amherst, Virginia (**the “Town”**) of its \$3,017,000 General Obligation Sewer Revenue Bond, Series 2019 (**the “Bond”**). The Bond recites that it is authorized and issued in accordance with the constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991 (**the “Act”**), a public hearing held on _____, 2019 and a resolution authorizing its issuance adopted by the Town Council of the Town on _____, 2019 (**the “Bond Resolution”**). Reference is made to the Bond Resolution for further information concerning the details of the Bond, including payment and redemption provisions and purpose and the proceedings pursuant to which it is issued. Terms used but not defined herein are defined in the Bond Resolution.

The Bond recites that it has been issued pursuant to the Act for the purpose of providing funds to pay a portion of the costs of acquiring, constructing and equipping the expansion of the Town’s sewer treatment facilities. The Bond is a general obligation of the Town for the payment of which the Town has pledged its full faith and credit. The Bond is also secured by certain revenues (**the “Revenues”**) arising from the operation and ownership of the Town’s sewer system (**the “System”**).

Without undertaking to verify the same by independent investigation, we have relied on certifications by representatives of the Town and others as to certain facts relevant to our

opinion. We have assumed that all signatures on documents, certificates and instruments examined by us are genuine, all documents, certificates and instruments submitted to us as originals are authentic and all documents, certificates and instruments submitted to us as copies conform to the originals. In addition, we have assumed the due organization, existence and powers of any entities or parties other than the Town.

Based on and subject to the foregoing and assuming the due authorization, execution and delivery of the documents described above, we are of the opinion that:

1. The Bond has been duly authorized, issued, executed and delivered by the Town in accordance with the Act and constitutes a valid and binding obligation of the Town for the payment of principal of, premium, if any, and interest, on which the Town's full faith and credit is irrevocably pledged, all as set forth in the Resolution, and which is further payable as to principal of, premium, if any, and interest from Revenues received from the System. Additional Bonds secured equally and ratably with the Bond may be issued from time to time under the conditions, limitations and restrictions set forth in the Resolution.

2. The rights of holders of the Bond and the enforceability of such rights may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally and (b) principles of equity, whether considered at law or in equity.

3. The interest on the Bond is not excluded from gross income for Federal income tax purposes. We express no opinion regarding other Federal tax consequences, if any, arising with respect to the Bond.

4. Interest on the Bond is exempt from income taxation by the Commonwealth of Virginia.

Our services as bond counsel to the Town have been limited to rendering the foregoing opinions based on our review of such legal proceedings as we have deemed necessary to approve the validity of the Bond as stated above. We have not made any investigation concerning the financial resources of the Town, and, therefore, we express no opinion as to the accuracy or completeness of any information that may have been relied upon by a bondholder in making a decision to purchase the Bond. We have not been requested to give any opinion, and therefore we express no opinion, as to the compliance by the Town with any terms and conditions required as a condition to the purchase of the Bond by the United States of America. We also express no opinion regarding the tax status of interest earned on the Bond or the effect of the issuance of the Bond on the tax status of any Additional Bonds that may be issued other than as expressly stated herein.

This opinion is given as of the date hereof and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after this date.

Very truly yours,

SANDS ANDERSON PC

By: _____

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

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

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

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

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

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

ARTICLE I.

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II.

AUTHORIZATION OF PROJECT

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

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

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

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

ARTICLE III.

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

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

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

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

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

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

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

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

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

No. R-1

\$3,017,000.00

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
TOWN OF AMHERST

General Obligation Sewer Revenue Bond, Series 2019 (RD)

Registered Holder: United States of America

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

Date: _____, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTERSIGNED:

Clerk, Town Council of the
Town of Amherst, Virginia

Mayor, Town of Amherst, Virginia

CERTIFICATE OF AUTHENTICATION

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

Town Manager
Town of Amherst, Virginia

TRANSFER OF BOND

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

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

CERTIFICATE OF PRINCIPAL ADVANCES

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

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

Schedule A

Principal Installments Paid in Advance of Maturity Date

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

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

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

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

ARTICLE IV.

PREPAYMENT OF BOND

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

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

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

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

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

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

ARTICLE V.

REVENUES AND FUNDS

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

Section 5.2 Free Service; Enforcement of Charges.

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

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

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

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

ARTICLE VI.

ADDITIONAL BONDS

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

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

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

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

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

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

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

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

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

ARTICLE VII.

DISBURSEMENT OF BOND PROCEEDS

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

ARTICLE VIII.

SECURITY FOR DEPOSITS AND INVESTMENTS OF FUNDS

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

ARTICLE IX.

PARTICULAR COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X.

AMENDMENTS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI.

DISCHARGE UPON PAYMENT

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

ARTICLE XII.

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

Section 12.4 [RESERVED].

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

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

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

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

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

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

[Remainder of this Page Intentionally Left Blank]

The Members of the Town Council voted as follows:

Ayes

Nays

None

Absent

Abstentions

None

Adopted this ___ day of _____, 2019.

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

Dated this __ day of _____, 2019.

Clerk, Town Council of the
Town of Amherst, Virginia

EXHIBIT A

PROJECT DESCRIPTION

Improvements to the Town's sewer system.

EXHIBIT B

UNITED STATES OF AMERICA LOAN FORM RESOLUTION

RUS BULLETIN 1780-27

Position 5

APPROVED
OMB. No. 0572-0121

LOAN RESOLUTION (Public Bodies)

A RESOLUTION OF THE _____

OF THE _____
AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A
PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

_____ FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE _____

WHEREAS, it is necessary for the _____
(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of _____

_____ pursuant to the provisions of _____; and

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

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

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

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ _____

under the terms offered by the Government; that the _____

and _____ of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the _____ of the

_____ has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, _____ day of _____

(SEAL)

By _____

Attest:

Title _____

Title _____

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

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

Dated, this _____ day of _____

Title _____

Mayor D. Dwayne Tuggle called a regular monthly meeting of the Amherst Town Council to order September 11, 2019, at 7:00 P.M. in the Council Chambers of the Town Hall at 174 S. Main Street. It was noted that a quorum was present as follows:

P	D. Dwayne Tuggle	P	Kenneth G. Bunch
P	Rachel A. Carton	P	Sarah G. Ogden
P	Kenneth S. Watts	P	Sharon W. Turner

Also present were the following staff members:

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

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

Lynchburg City Mayor Treney L. Tweedy was present on behalf of the Central Virginia Planning Commission to invite and encourage council members to attend the Central Virginia Planning District Strategic Direction Roundtable 2019 to discuss and decide on the next priority for the initiative for the Central Virginia Planning District.

Sally Glynn, Constitution Week Chairman for Amherst Chapter NSDAR, came forward on behalf of the group to read the preamble to the United States Constitution to promote Constitution Week. Mayor Tuggle presented her with a Proclamation declaring September 17th–23rd Constitution Week in the Town of Amherst.

Town Manager Carter gave a brief report on potential changes to the Town’s parking ordinance that would, if approved, eliminate the prohibition on parking on Main Street overnight, and add penalties for blocking bike lanes and parking commercial vehicles on Main Street.

Mayor Tuggle opened a duly advertised public hearing at 7:13 PM on an amendment to Section 20-75 and addition of Section 20-88 of Chapter 20, Article III of the Town Code referring to prohibited parking, that would, if approved, eliminate the prohibition on parking on Main Street overnight, prohibit parking of commercial vehicles as defined and any trailer or semitrailer of any size except for a limited time, and prohibit parking in bicycle lanes.

There being no one present who wished to speak on the matter, the public hearing was closed at 7:14 PM. Mr. Watts made a motion that was seconded by Mrs. Carton to adopt the proposed amendment to Section 20-75 and addition of Section 20-88 of Chapter 20, Article III of the Town Code referring to prohibited parking, which will eliminate the prohibition on parking on Main Street overnight, prohibit parking of commercial vehicles as defined and any trailer or semitrailer of any size except for a limited time, and prohibit parking in bicycle lanes, as recommended by staff.

There being no discussion, the motion carried 5-0 as follows:

D. Dwayne Tuggle		Kenneth G. Bunch	Aye
Rachel A. Carton	Aye	Sarah G. Ogden	Aye
Kenneth S. Watts	Aye	Sharon W. Turner	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, no comments were made.

Mrs. Carton made a motion that was seconded by Mr. Bunch to approve the minutes from the August 14, 2019, meeting as presented with additional attachments. After discussion the motion carried 5-0 as follows:

D. Dwayne Tuggle		Kenneth G. Bunch	Aye
Rachel A. Carton	Aye	Sarah B. Ogden	Aye
Kenneth S. Watts	Aye	Sharon W. Turner	Aye

Office Manager Wright gave a report on the FY2020-2021 budget timetable and capital improvement plan that staff would like to follow.

Mr. Watts made a motion that was seconded by Mrs. Ogden to approve the FY2020-2021 Budget Calendar and Capital Improvement Plan as presented by staff.

There being no discussion, the motion carried 5-0 as follows:

D. Dwayne Tuggle		Kenneth G. Bunch	Aye
Rachel A. Carton	Aye	Sarah G. Ogden	Aye
Kenneth S. Watts	Aye	Sharon W. Turner	Aye

Mrs. Carton made a motion that was seconded by Ms. Ogden to hold a public hearing at its next meeting on October 9, 2019, to adopt a resolution authorizing the issuance and sale by the Town of Amherst of its \$3,017,000 General Obligation Sewer Revenue Bond, Series 2019, as recommended by staff. After discussion, the motion carried 5-0 with Mmes. Carton, Ogden, Turner and Messrs. Watts and Bunch voting “Aye.”

Mr. Watts made a motion that was seconded by Mrs. Carton to approve allocation of up to \$10,000 in spending from the contingency reserve fund for costs associated with the second Town of Amherst 4th of July Celebration and First Responders Parade event. After discussion, the motion carried 5-0 with Mmes. Carton, Ogden, Turner and Messrs. Watts and Bunch voting “Aye.”

Director of Plants, Gary Williams, briefed council on his department’s initiative to increase community relations and public awareness in understanding the town’s water through short power point educational presentations utilizing the Town’s website and Facebook page. After discussion, council agreed to plan.

After a report by Office Manager Wright, Mrs. Turner made a motion that was seconded by Mr. Watts to accept the proposal by Edmunds & Associates for purchase of financial software and cloud hosting services, authorize procurement for the quoted sum of \$28,000 and authorize Town Manager Carter to make appropriate expenditures associated thereto, as recommended by staff. After discussion, the motion carried 5-0 with Mmes. Carton, Ogden, Turner and Messrs. Watts and Bunch voting “Aye.”

After a report by Office Manager Wright, Mrs. Carton made a motion that was seconded by Mrs. Ogden authorizing procurement of a color copier from Cobb Technology for the quoted sum of \$5,309.50 for Town Hall, as recommended by staff. After discussion, the motion carried 5-0 with Mmes. Carton, Ogden, Turner and Messrs. Watts and Bunch voting “Aye.”

Town Manager Carter reported that staff will be holding a meeting in Town Council chambers on September 24, 2019 at 7:00 pm to solicit input from residents regarding the layout and design of the park on Scott’s Hill Road.

Mrs. Carton made a motion that was seconded by Mrs. Ogden to designate Kenneth S. Watts voting delegate for the Town of Amherst at the Virginia Municipal League Annual Business Meeting.

After discussion, the motion carried 4-1 as follows:

D. Dwayne Tuggle		Kenneth G. Bunch	Aye
Rachel A. Carton	Aye	Sarah G. Ogden	Aye
Kenneth S. Watts	Abstain	Sharon W. Turner	Aye

Mr. Bunch made a motion that was seconded by Mrs. Ogden to appoint the following individual to the standing committee filling the vacant position:

Committee/Board	Appointed	Term
Community Relations and Recreation Committee	Rachel A. Carton	09-11-2019 to 12-31-2020

The motion carried 5-0 with Mmes. Carton, Ogden, Turner and Mr. Watts and Bunch voting “Aye.”

Mayor D. Dwayne Tuggle took citizen comments in the order listed on the sign-in sheet as follows:

Cliff Hart, Amherst, VA, came forward to compliment Director of Plants Gary Williams on his educational initiative and clear presentation.

There being no further business, the meeting adjourned until October 9, 2019, at 7:00 pm on motion by Mr. Watts seconded by Mrs. Carton at 8:42 PM. The motion carried 5-0 with Mmes. Carton, Ogden, Turner and Mr. Watts and Bunch voting “Aye.”

D. Dwayne Tuggle
Mayor

Attest: _____
Clerk of Council

AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF AMHERST BY AMENDING SECTION 20-75 AND ADDING SECTION 20-88 OF CHAPTER 20, ARTICLE III OF THE TOWN CODE, THE AMENDED CODE REFERRING TO TRAFFIC AND VEHICLES - STOPPING, STANDING AND PARKING

Be it Ordained by the Council of the Town of Amherst:

1. That Sec. 20-75 of the Code of the Town of Amherst is hereby amended to read as follows:

Sec. 20-75. -Prohibited parking.

~~(a) It shall be unlawful to park any vehicle on any part of South Main Street or North Main Street, or on Second Street from the intersection with South Main Street to the intersection with Depot Street, between the hours of 1:00 a.m. and 6:00 a.m.-~~

~~(b)-~~

(a) No person shall park any truck ~~or~~ motor vehicle of more than 18,000 pounds gross weight, commercial vehicle (see 20.88), or any trailer or semitrailer, no matter what size, whether or not attached to a tractor, on any street for longer than two hours, except that this section shall not apply to trucks, trailers or semitrailers so parked while actually engaged in loading or unloading. In no case shall any such vehicle be parked in a manner as to obstruct the vision of vehicles entering or exiting public or private driveways or roadways.

~~(c)-~~

(b) No person shall park a truck or motor vehicle used for the purpose of transporting any explosive or more than 50 gallons of gasoline, kerosene, benzyl, naphtha, or other volatile or hazardous materials on any street or alley between the hours of 6:00 p.m. and 6:00 a.m., regardless of whether such vehicle is loaded or empty. No person shall park any such vehicle in any residential zone for any length of time or purpose other than for the purpose of actual delivery of goods or materials.

~~(d)-~~

(c) It shall be unlawful for any person to allow any motor vehicle, house trailer, camping trailer, trailer designated for the transportation of any freight or goods or livestock, or any other trailer or apparatus of any kind whatsoever designated to be attached or pulled by a motor vehicle to remain in the same location on any street in the town for a longer period of time than two hours.

~~(e)-~~

~~(d) No person shall park a motor vehicle in any way that blocks any portion of a marked bicycle lane.~~

~~(e)~~(e) Any person convicted of violating this section shall be fined not less than \$50.00 nor more than \$100.00 for each violation.

~~(Code 1965, § 7-111; Code 2005, § 16-40.1; Ord. of 7-11-2007)-~~

~~State Law reference — Penalty for ordinance violations, Code of Virginia, § 15.2-1429.-~~

2. That Sec. 20-88 of the Code of the Town of Amherst is hereby added to read as follows:

Sec. 20-88 - Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial vehicle. Every motor vehicle, other than a passenger car, truck, and recreational vehicle and trailer, which is designed or used to carry, deliver, handle or move goods, to transport one or more persons who perform services in commerce, industry or trade, or to transport more than eight persons of any age, including the driver, and which has painted or displayed upon it any sign identifying or advertising any business, commercial venture, school or passenger transport service of any kind, or is registered with the Virginia Department of Motor Vehicles, or leased by the registered owner, to a corporation, partnership, sole proprietor, other business or commercial entity or school.

Truck. Every motor vehicle designed to transport property on its own structure independent of any other vehicle and having a registered gross weight in excess of 7,500 pounds.

3. That this Ordinance shall be effective on ____ day of _____, 2019.

This ordinance was adopted on ____ day of _____, 2019.

Mayor

ATTEST:

Clerk of the Council

Town Manager's Report for the October 9, 2019 Town Council Meeting

Committee

Report

A. Industrial Development Authority	No meeting/no report
B. Planning Commission	Meeting held October 2, minutes attached
C. Board of Zoning Appeals	No meetings/no report
D. Property Maintenance Investigation Board	No meetings/no report
E. Community Relations Committee	No meetings/no report
F. Finance Committee	Meeting held September 23, minutes attached
G. Utilities Committee	No meetings/no report
H. Town/Sweet Briar Sewer Use Advisory Commission	No meetings/no report
I. Lynchburg Regional Business Alliance	No meetings/no report
J. Central Virginia Planning District Commission	No meetings/no report
K. Amherst County Chamber of Commerce	Attended Board meeting on September 11



AMHERST POLICE DEPARTMENT



MONTHLY REPORT

September 2019 Totals

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

CALLS FOR SERVICE	NUMBER
MOTORIST ASSIST	24
ALARM	13
PHONE COMPLAINT	27
BOLO	15
MISSING PERSON	
SHOPLIFTING	
PROBLEM WITH OTHERS	9
DOMESTIC	2
CHECK WELFARE	11
NOISE OR DOG COMPLAINT	3
TRAFFIC CRASH	6
EMS CALLS	4
SUDDEN DEATH	
SUSPICIOUS PERSON	7
FUNERAL TRAFFIC	
OTHER	46

OFFICER INITIATED	NUMBER
BUILDING CHECKS	146
BUSINESS VISIT	49
BUILDING SEARCH	7
TRAFFIC SUMMONS	37
DRUNK IN PUBLIC	1
EXTRA PATROLS	378
WARRANT SERVICE	4
PROPERTY WALK AROUNDS	33
WARRANTS OBTAINED	2
PARKING TICKETS	
MISD. INVESTIGATION	1
FELONY INVESTIGATION	6
NARCOTICS INV.	2
SEARCH WARRANT	
PUBLIC RELATIONS	9
CITIZEN CONTACT	259

WARNINGS	NUMBER
SPEEDING	8
EQUIPMENT VIOLATION	6
RECKLESS DRIVING	
SUSPENDED LICENSE	
INSPECTION/REGISTRATION	4
SEAT BELT / TEXTING	
ALL OTHER VIOLATIONS	4

TRAFFIC STOPS TICKETED	NUMBER
SPEEDING	25
EQUIPMENT VIOLATION	
RECKLESS DRIVING	
SUSPENDED LICENSE	2
INSPECTION/REGISTRATION	3
SEAT BELT / TEXTING	
ALL OTHER VIOLATIONS	8

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

OTHER	NUMBER
ASSIST OTHER OFFICER	29
ASSIST OTHER AGENCY	35
COURT	5
REPORTS	6
SCHOOL / TRAINING	2
MEETINGS	12
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.

Calls for service- 224

Miles patrolled- 5861



TOWN OF AMHERST

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

To: Town Council
From: Tracie Wright
Date: October 2, 2019
Re: September 2019 Monthly Report

Utilities – 1165 bills were cut totaling \$188,693.45. As requested by Council, a notice will go out with November utility bills notifying Town residents of the updated Parking Ordinance.

A/P – A total of 59 checks were cut totaling \$81,602.11 for September 2019 bills.

Meals and Beverage Tax – 14 Businesses paid \$48,314.54 in Meals and Beverage Tax for the month of August.

Taxes – We are in the process of working on 2019 License Fee bills. Bills must be mailed by November 1st and are due by December 5th. Please inform everyone that if they do not receive their bill to please contact us at the office. Code of Virginia states that citizens are responsible for making sure they receive and pay their bills by the due date.

New Projects –

- New financial software installation is pending contract revisions by Tom Berry.
- The Town is in the beginning stages of switching to a new phone system. This will be a VOiP system and will enable transfer of calls directly to employee's cell phones. Staff will be reaching out to Council when the time comes to set up this feature on their personal cell phones.
- I will begin the process of preparing an RFP to possibly procure new I.T. services soon.

Clerk of Council September 2019 Report

Committee Meetings

Town Council

Receive and review agenda packet for 9-11-19 meeting; post agenda packet to website; prepare for and attend meeting; draft minutes for approval; post minutes on website

Quorums: Confirm cancellation of meetings with Planning Commission and Industrial Development Authority, confirm quorum for special session and regular Town Council meetings.

Town Website Maintenance and Management

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

- Agendas and Minutes
- Public Hearing notice with details
- Update Calendars, Hot Topics, News Room

Town Facebook Administrator

- Create content and/or design:
 - Park Concept and Design Meeting
 - DMV-TO-GO Service for September reminder
- Share links to community events and news; Monitor feedback

Christmas Parade

- Receive and respond to questions re parade entry forms
- Receive and review entry forms

Christmas Parade Banner

- Work on design

Other:

- Discussion with Gary Williams re educational power point presentations on website; add plugin and test
- Email correspondence with David Woody, Webmaster re: discussions on best practice to upload meeting audio recordings; ensure allowed bandwidth and disk space is not exceeded; work on design and coordinating features to begin process
- Meeting minutes research and discussions
- Format Proposed Parking Ordinance for signature
- Legal Ads/Public Hearing Notice:
 - Town Council Sewer Revenue Bond, Series 2019 - send for publication
- Research closed session requirements for agendas
- Prepare miscellaneous purchase orders

Town of Amherst Committees as of September 30, 2019 Update; See Attached.

Town of Amherst Committees as of September 30, 2019

Appointed/Term Expires

TOWN COUNCIL

D. Dwayne Tuggle, Mayor	01/01/19	12/31/22
Rachel A. Carton, Vice Mayor	01/01/19	12/31/20
Kenneth S. Watts	01/01/19	12/31/22
VACANCY	01/01/19	12/31/22
Sarah B. Ogden	01/01/19	12/31/20
Kenneth G. Bunch	01/01/19	12/31/20
Sharon W. Turner	08/07/19	TBD by 11/05/19
(See Vacancy above)	Special election certification/ Taking of oath	

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)

PLANNING COMMISSION

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

BOARD OF ZONING APPEALS

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

INDUSTRIAL DEVELOPMENT AUTHORITY

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

PROPERTY MAINTENANCE INVESTIGATION BOARD

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

REGION 2000 REGIONAL COMMISSION/MPO

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

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

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 COMMUNITY

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



TOWN OF AMHERST
DEPARTMENT OF PLANTS

MONTHLY PRODUCTION AND OPERATIONAL REPORT
 September -- 2019

SUBMITTED BY: GARY S. WILLIAMS,
 DIRECTOR OF PLANTS

SUBMISSION DATE: October 2, 2019

Grandview Water Filtration Plant,

Daily Water Withdrawal and Production:

	Total, million gallons	Average, million gallons	Max, million gallons	Min, million gallons
Raw Water	10.810	0.370	0.550	0.190
Produced	9.480	0.330	0.490	0.170
Delivered	9.120	0.310	0.470	0.170

Rutledge Creek Wastewater Treatment Plant,

Daily Received and Treated Waste Stream:

	Total, million gallons	Average, million gallons	Max, million gallons	Min, million gallons
Final Effluent	5.813	0.194	0.257	0.153

In September, three lead and copper samples had been collected and tested. All came back below the allowable limit for both parameters. Bacteriologic samples came back as absent meaning no breeding bacteria were present in the samples run.

New hire Matt Simpson has completed his five-week training period and has begun working on his own as of September the 29th. The staff has been happy with the initiative Mr. Simpson displays and look forward to working with Matt for many years to come.

Wastewater has received its Draft Discharge Monitoring Permit and will be reviewing and question several sections as staff prepares to begin working under the new and old guidance this document will represent.

Because of the dry weather for the last few weeks, both plants have run and performed without any significant problems.

As a final note, it has been noticed at the Rutledge Creek Plant that joggers are also beginning to take advantage of the bike clubs' main trunk line trail with several runners seen running in early morning hours before the heat of the day began its increase.

**FINANCE COMMITTEE
MINUTES**

September 23, 2019
5:15 PM

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

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

Staff reviewed the three phone service proposals that had been offered to the Town. The committee confirms staff's recommendation to use the CTS proposal, as the price to implement is the lowest and it is the only proposal without a contract time.

Staff reviewed the Town procurement policy with the committee and asked for input regarding the requirement to have Council approval for previously approved expenses. The committee directed staff to bring a change forward to Council that will allow purchases to proceed that are budgeted and appropriated during the budget cycle.

Staff also updated the committee regarding concerns with email storage and handling by the Town's IT provider. It has been discovered that emails have not been properly archived and it has been possible for emails to be deleted. This presents an issue for the Town if officials or staff delete emails. The committee directed staff to write a letter to the Town's IT provider regarding this failure of service and to begin work to bid out the Town's IT work.

The meeting adjourned at 6:30 p.m.

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
August 22, 2019 – 6:00 p.m.
The Spring House Restaurant
9789 Richmond Hwy
Lynchburg, VA 24504

Directors: Barry Lobb, Chairman
(Present) Carolyn Hutcherson, Vice Chair
Julius Sigler, Jr., Treasurer
Doug Perrow, Asst. Treasurer
Bruce Jones

Directors: Paul Spiggle, Asst. Treasurer
(Absent) Bob Martin

Staff/Partners: Jonathan Wooldridge, RELSWCD Ag BMP Conservation Specialist
(Present) David Sandman, RELSWCD Ag BMP Conservation Specialist
Julie Stratton, RELSWCD Office Administrator
Hannah Tillotson, RELSWCD Conservation Education Specialist
Mark Hollberg, DCR Conservation District Coordinator
Don Yancey, NRCS District Conservationist
Rick Butler, VDOF Appomattox County Forester

Others: Everett Chadbourne
Denise Gillett

Call to order: The regular meeting of the Robert E. Lee Soil and Water Conservation District Board of Directors was called to order August 22, 2019, at 6:00 p.m., by Barry Lobb, Chairman, at The Spring House Restaurant, 9789 Richmond Hwy, Lynchburg, Virginia.

Acknowledgement of Guests: Everett Chadbourne and Denise Gillett from Timberlake.

Adopting the Agenda: Barry Lobb, Chairman, asked if there were any changes to the agenda. A report from the Timberlake WID Advisory Committee was added after Agenda Item #11. There being no further changes to the agenda **motion was made to approve the agenda as amended. (Perrow, Sigler, passed 4-0)**

Reading and Approving the 7/25/2019 Minutes: Barry Lobb, Chairman, asked if there were any corrections to the minutes (copy filed with the minutes). There being none, the July 25, 2019, minutes were approved as read.

REPORT OF OFFICERS/PARTNERS/STAFF

1-Treasurer's Report - July – Julius Sigler, Jr., 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 was filed in the District Office.

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

- Administration/VACS –
 - Initial allocation letters including disbursement of FY20 technical assistance will be emailed to district offices on August 26.
 - Reviewing End of Year reports – RELSWCD obligated 97% of FY19 cost share.
 - Districts with active 2015 SL-6 practices may retain unobligated cash balances already located in FY2015 of tracking to serve those contracts. Unobligated cost share funds to be returned.
 - Reminder to fully review Part 1 of the VACS contract with all PY20 sign-ups and be sure they are fully aware of the strings attached to the acceptance of cost share and tax credits and have the applicant check the box on Part 1 about any possible PY20 sign-up in other districts.
- Miscellaneous –
 - August 14 – State Ag BMP TAC met – VDOF/Charlottesville
 - September 6 – deadline for comments regarding RMP regulatory review
 - October 1 – CWFA Grand Basin nominations due to CDCs
 - Governor announced a budget surplus of \$797M – 10% to go to water quality efforts
 - Letter to SWCD Chairpersons from Darryl Glover, Director-DSWC, regarding new mandatory training on COIA for local elected officials
 - Reviewed FY19 Administrative and Operational Support Grant Assessment and FY19 Cost Share and Technical Assistance Grant Agreement Assessment.

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

- EQIP – All approved 2019 applications have been contracted and are active.
- CRP/GRP/WRP – Currently have 3 CREP re-enrollment applications. Conservation plans and supporting documents for re-enrollment applications need to be completed by September 13. **Motion was made to approve conservation plan APP3430 and APP2756 for the CREP re-enrollment applications. (Sigler, Jones, passed 4-0)**
- CSP – Developing 2 regular CSP applications into contracts and 18 CSP GCI applications into contracts by September 15.
- Food Security Act Compliance Reviews – Emily Baynard, Soil Conservationist in Rocky Mount, VA, has completed entering the 2019 compliance review information in the computer system and letters have been sent to the producers involved.
- Outreach, Training and Upcoming Events –
 - Staff attended the 2019 Cultural Diversity Day on August 6 at the Booker T. Washington National Monument in Franklin County.

- Staff attended the August 20 JED meeting in Farmville covering the conservation desktop program planned for deployment later this year.

4-Virginia Department of Forestry Report – Rick Butler, Appomattox County Forester, gave an oral report.

- Working with cost share program
- Couple of fires reported
- Assisted with some CREP projects
- Started working with the Appomattox County High School Forestry Team

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

- The Amherst County Cooperative Extension Agent position is vacant
- Planning winter meetings – especially for soybean growers
- The Southside Virginia Vegetable and Fruit Growers Association (in Charlotte County) have seen their sales potential exceed their grower base. They are going to hold meetings during the winter months to encourage participation from vegetable growers in surrounding counties and within driving distance.
- Issues with hemp production are developing

6-RELSWCD Ag BMP Conservation Specialist Senior Report: Jonathan Wooldridge gave the August report (copy filed with minutes).

- Projects – Work continues on plans and designs for new projects; monitoring progress on projects under construction; meeting new producers interested in programs. One final ACSA project nearing completion and will finish up the district co-cost shared projects. Three large animal waste structures are in the planning stages.
- Practices and Conservation Plans presented for Board approval –

Contract/ Instance#	Prac	Co/WS	Est. Cost	CS amt	TC	Fund	Comp Date
10-20-0001 352003	SL-6W	AP/CB	\$28,510.00	\$29,830.00 (+1320 buffer payment)	NA	PY20 CBVACS	6-30-2020

Motion was made to approve contract 10-20-0001, instance 352003, practice SL-6W, for \$29,830.00 cost share from PY20 CBVACS and the conservation plan with a completion date of 6-30-2020. (Perrow, Jones, passed 4-0)

10-20-0002 363352	SL-6N	CA/OCB	\$67,720.00	NA/EQIP	\$4,601.14	NA	6-30-2020
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Motion was made to approve contract 10-20-0002, instance 363352, practice SL-6N for a \$4,601.14 tax credit with a completion date of 6-30-2020. (Jones, Perrow, passed 4-0)

- Watershed Dams –Dams are checked as rain events happen. Work continues with Charles Wilson, DCR Dam Safety, getting EAPs on the dams updated in the new DCR Dam Safety online data base.
- Spot Checks are scheduled for September 25 and 26. Amherst – 1, Appomattox – 4, and Campbell – 3 for a total of 6 exclusion practices, 1 FR-1 and 1 WP-4.

- Meetings attended:
 - July 31 – Personnel committee – District office
 - August 6-7 – Ag BMP webinar – District office
- Future meetings:
 - August 29 – Nutrient Management – Staunton
 - September 16 – Appomattox BOS meeting – Appomattox (to discuss health insurance with the County for the District – Paul Spiggle will speak on behalf of the District)

7-RELSWCD Ag BMP Conservation Specialist 2 Report - Dave Sandman gave the August report (copy filed with minutes).

- Working on completing design packages and visiting producers to update conservation plans.
- TRC conference call scheduled for August 26 at 10:00 a.m.
- Practices and Conservation Plans presented for Board approval -

Contract#			CS			Comp
Instance#	Prac	Co	amt	TC	Fund	Date
10-15-0057 207037	SL-6	Camp	\$40,000.00	NA	2019 OCBVACS SL-6 Supp	6-30-2020
10-15-0057 363678	SL-6	Camp	\$40,000.00	NA	2019 OCBVACS SL-6 Supp	6-30-2020
10-15-0017 202678	SL-6	Camp	\$26,910.00	NA	2019 OCBVACS SL-6 Supp	6-30-2020

Motion was made to approve contract 10-15-0057, instance 207037, practice SL-6, for \$40,000.00 cost share; contract 10-15-0057, instance 363678, practice SL-6, for \$40,000.00 cost share; and contract 10-15-0017, instance 202678, practice SL-6, for \$26,910.00 cost share all from 2019 OCBVACS SL-6 Supplemental and conservation plans for each with a completion date of 6-30-2020; and to approve the conservation plan for contract 10-15-0043, instance 205999 that was approved at the July BOD meeting. (Sigler, Perrow, passed 4-0)

- Meetings attended:
 - August 14 – Staff meeting – District office
- Future meetings:

8-RELSWCD Office Administrator Report - Julie Stratton gave the August report (copy filed with minutes).

- Distributed the approved June minutes and mailed meeting packets to absentee directors.
- Prepared the July Employee time report and distributed to directors.
- Prepared the draft minutes of the July 25 regular BOD meeting and distributed for review.
- Updated the Cost Share ledger with approved practices.
- Prepared the July Treasurer’s and Budget report and forwarded to the treasurer for review.
- Processed the August payroll, taxes, and retirement.
- Prepared the draft agenda for the August 22 regular BOD meeting and forwarded to the Chairman for review.
- Informed the Personnel Committee five applications were received for the Office Administrator position.
- Prepared and mailed statements for the FY20 local funding from Amherst (\$8.500), Appomattox (\$10,000), Campbell (10,000) and City of Lynchburg (\$10,000). Copies of

statements included in the meeting packets of the respective elected directors. The Budget Committee/Board of Directors will need to discuss increasing the FY21 funding request from Amherst County to \$10,000 to match the support of the other localities.

- Reviewed and updated the District inventory list with Jonathan Wooldridge.
- Prepared a response to the Attachment D Budget Review email and reviewed with Jonathan Wooldridge. Forwarded to the Budget Committee for review. **Motion was made to send a note that the original submission of the Attachment D is the official submission along with a response to the worksheet items for review. (Perrow, Sigler, passed 4-0)**
- A handout noting some of the activities the VASWCD has done and continues to do with the financial support received from districts was included in the meeting packets.
- The Neopost postage meter was installed August 22.
- Monitored the monthly internet usage.
- Tax credit certificate to be signed by a director -

<u>Contract #</u>	<u>Instance #</u>	<u>Practice</u>	<u>Tax Credit Amount</u>
10-18-0013	301387	SL-6	\$1,763.75

- Meetings attended:
 - July 31 – Personnel Committee meeting/provided input – District office
 - August 14 – Staff meeting – District office
- Future meetings:

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

- Meetings –
 - 8-2-19 – James River Association (JRA) – Nat Draper – Madison Heights, VA
 - 8-7-19 – JRA – Middle School teachers in Lynchburg/Madison Heights, VA
 - 8-7-19 – Linkhorne Middle School 6th grade science teachers – Madison Heights, VA
 - 8-14-19 – Staff meeting – District office
 - 8-20/21-19 – Graves Mountain Lodge Training – Syria, VA
- Upcoming –
 - September
 - Out of office – 3 days a week – JRA partnership / Lynchburg and Amherst middle schools
 - Appomattox Elementary After School Club – 6 week environmental program
 - October
 - Young Farmer’s Day – October 18 – soil lesson
- Requests –
 - Annual Report 2018-2019 – **Motion was made to approve the 2018-2019 Annual Report. (Sigler, Perrow, passed 4-0)**
 - Website Newsletter – **Motion was made to approve the Fall Quarterly Website Newsletter. (Perrow, Jones, passed 4-0)**
 - Facebook page / Social Media Policy – **Motion was made to approve the Social Media Policy. (Perrow, Sigler, passed 4-0)**
- Programs-

<u>Name</u>	<u>Date</u>	<u>Location</u>	<u>People Reached</u>
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REPORT OF COMMITTEES

10-Budget Committee – Revised 2019-20 Budget - Julius Sigler, Jr., chair. **Motion was made to approve the revised RELSWCD 2019-2020 Operational Budget with revised figures highlighted in yellow - copy filed with the minutes. (Sigler, Jones, passed 4-0)**

11-Personnel Committee Meeting Minutes Report– Carolyn Hutcherson, chair, gave the July report (copy filed with the minutes).

- Follow-up call needed from Personnel Committee to prospective Part Time Conservation Technician. **Motion was made to approve the Part-Time Conservation Technician job description. (Sigler, Perrow, passed 4-0)** Hourly compensation to be determined.

Timberlake WID Advisory Committee Report – Doug Perrow, RELSWCD Dam Committee member, gave an oral report.

- Doug Perrow informed the District BOD the TWID Advisory Committee had drafted a letter dated August 22, 2019, to Chuck Arnason, Chairman-Virginia Soil and Water Conservation Board, to be signed by Barry Lobb, Chairman-Robert E. Lee Soil and Water Conservation District, addressing the following topics:
 - documents addressing the creation of the Timberlake WID
 - resumes for three proposed Trustees of the TWID
 - answers to questions asked by the VSWCB in a letter dated June 17, 2019, to the District
- Following the approval of the three TWID trustees another referendum to be overseen by the District is to be scheduled after September 16 or December 5 or 6.

UNFINISHED BUSINESS

12-Draft Social Media Policy – Barry Lobb, Chairman. Covered in the RELSWCD Education Specialist Report.

13-Draft Newsletter for Website - Barry Lobb, Chairman. Covered in the RELSWCD Education Specialist Report.

NEW BUSINESS

PUBLIC COMMENT

ANNOUNCEMENTS

ADJOURNMENT - The Chairman adjourned the meeting at 7:16 p.m.

 /s/ Barry Lobb
Barry Lobb, Chairman

 /s/ Julie M. Stratton
Julie M. Stratton, Office Administrator

Project Name: Town of Amherst Water Treatment Plant Improvements Location (City/County) Amherst, Virginia

VIRGINIA DEPARTMENT OF HEALTH (VDH)
OFFICE OF DRINKING WATER (ODW)
FINANCIAL AND CONSTRUCTION ASSISTANCE PROGRAMS (FCAP)

RETURN APPLICATION TO:
Virginia Department of Health
Office of Drinking Water
109 Governor Street, 6th Floor
Richmond, VA 23219
(Voice: 804-864-7501)
(FAX: 804-864-7521)

Note: Submit two complete and signed hard copy applications and two copies of all required attachments to the address shown at the left before the application deadline

APPLICATION FOR CONSTRUCTION FUNDS

Application also available at: <http://www.vdh.virginia.gov/odw/financial/dwffundingprogramdetails.htm>

Year-Round Submittals Accepted

Applicants are advised to schedule the required Preliminary Engineering Conference with the appropriate ODW Field Office prior to March 1st.

PRE-REQUIREMENTS FOR FUNDING

If you answer **YES** to either of these questions; **STOP** as you are not eligible to apply for funds.

- 1. Have you been debarred or suspended from applying for state or federal funds? Yes No.
- 2. Is your waterworks state, federally, or tribally owned? Yes No.

PRE-REQUIREMENTS FOR CONSTRUCTION APPLICATIONS

If you answer **NO** to any of these questions; **STOP** as you are not ready to apply for construction funds.

Please contact us to work with you on planning the project.

- 1. Are you either a community or non-profit noncommunity waterworks? (or will become one?) Yes No.
- 2. Have you had a Preliminary Engineering Conference (PEC) with ODW's Field Office? Yes No.
- 3. Source – Yes No.
Do you have an adequate drinking water source or source agreement contract?
If yes, provide documentation from ODW's Field Office that the source or contract is adequate.
 Not Applicable-project is for new well, or I am filing for a consecutive waterworks.
- 4. User Agreements for new service area customers - Not Applicable
Do you have executed agreements or commitments from your initial survey from a majority of customers in the project area? Yes No.
If yes, please provide an area map indicating existing potential connections and indicating those committed.
NOTE: Mandatory hook-up ordinance does not substitute for obtaining agreements or commitments to connect.
- 5. Davis-Bacon Wage Act and American Iron and Steel requirements will apply. I can comply with these requirements. Yes No.
- 6. The earliest we expect DWSRF funds to become available is the first quarter of next year. Will this meet your needs? Yes No.
- 7. Do you currently or will you have less than three open DWSRF projects by July 1, 2019 (prior to the next awards)? Yes No.
- 8. Do you have a current Asset Management Plan or Capital Improvement Plan or is a request included in this application? Yes No.

SHARING APPLICATION INFORMATION

Application information will be posted to the VDH website as part of a public comment period. Any information provided as part of this application is subject to Freedom of Information Act requests. Confidential or proprietary information should be retained by the applicant.

In addition, VDH may share application information with other funding entities in an effort to facilitate funding partnerships and assisting you in seeking other funding opportunities. Your selection of "Yes" or "No" will not impact the prioritization of your project.

Do you have any objections to sharing this information with other funding entities? Yes, I object. No, no objections.

SECTION A – PROJECT, ORGANIZATIONAL, AND CONTACT INFORMATION

1. Project Name: Town of Amherst Water Treatment Plant Improvements Location (City/County) Amherst, Virginia
2. Waterworks info: New Existing
 - Community PWS ID number: 5009050 System Name: Town of Amherst
 - Nonprofit noncommunity PWS ID number: _____ System Name: _____
 Ownership Type: Publicly owned Investor/privately owned Other: Explanation: _____
3. Legal Owner of Waterworks or Authorized Agent:
 - a. Name: Town of Amherst
 - b. Address: 174 S. Main Street Amherst Virginia 24521
Street Address/P.O. Box Town/City State ZIP
 - c. Contact Person: Sara Carter
 - d. Telephone Number: (434) 946-7885 Alternate Number: (434) 661-8030
 - e. FAX Number: _____ E-mail Address: sara.carter@amherstva.gov
 - f. Federal DUNS #: 622831550 CCR # _____
4. Engineering Consultant (If applicable):
 - a. Firm Name: WW Associates, Inc.
 - b. Address: PO Box 4119 Lynchburg Virginia 24502
Street Address/P.O. Box Town/City State ZIP
 - c. Preferred Contact Info:
 - Contact Person: Sara Carter Town Manager
Name Title
 - Telephone Number: 434-946-7885 Alternate Number: 434-661-8030
 - E-mail Address: sara.carter@amherstva.gov Alternate E-mail Address: _____
 - FAX Number: _____

SECTION B – APPLICATION CERTIFICATION

Submittal of this application is only a starting point for discussion and is not a binding agreement on either party.

Incomplete information may result in the delay or rejection of the application request.

The undersigned representative of the applicant certifies that the information contained herein and the attached statements and exhibits are true, correct, and complete to the best of their knowledge and belief. The undersigned agrees to clarify or supplement information pertaining to this application upon request. The undersigned recognizes that the information contained herein may be subject to state Freedom of Information Act requirements. **The undersigned acknowledges that a part of any interest required on a closed loan can be used by VDH to support the drinking water program.**

Owner or Chief Administrative Officer of Waterworks:

NAME and TITLE: Sara Carter, Town Manager

ORGANIZATION: Town of Amherst

SIGNATURE :  DATE: 3/5/2019

SECTION C – REQUIRED ATTACHMENTS – Please check those attached and label your attachments with corresponding numbers (i.e. C-1, C-2, etc.).

1. Other Funds Available (e.g. Letters of conditions, award letters, etc.) N/A
2. Outstanding debt amount and with whom See Attachment C-18.
3. Controlling Board Authorization or Owner’s Letter identifying Agent Authorized to make application to the DWSRF. Include as Attachment C-3.
4. Project issue documentation. Attachment C-4.
5. Median Household Income – including site income surveys if census information not at project level. Attachment C-5.
6. VDH’s 4 page Construction Project Schedule. Attachment C-6.
7. Results of user agreement/commitment initial survey with project map. Not applicable.
8. Adequate drinking water source or source agreement contract – VDH approved. Attachment C-8.
9. Preliminary Engineering Conference documentation/notes or VDH-Office of Drinking Water letter/email waiving this requirement. If a Preliminary Engineering Report has been drafted for this project include a copy of that also. Any letter reports, design memos, or alternatives analysis should be included in this section. Regionalization should be considered as an option. See Attachment C-9.
10. Explain status of necessary permits (401/404, VPDES, Groundwater withdrawal, etc.) Attachment C-10.
11. Current rate schedule for water connection fee for water and date of last increase. Attachment C-11.
12. Monthly average of residential water usage. Use total annual gallons billed for in–town residential customers divided by 12 months and divide by the total number of in-town residential customers. Attachment C-12.
13. Average Monthly Residential Water User Rate Analysis – using VDH project only template. Attachment C-13.
14. Listing of 10 largest water users and estimated monthly consumption per user. Attachment C-14.
15. Basis for O, M & R cost for proposed project and existing system. See Attachment C-16.
16. One copy of the latest interim (unaudited) financial statement. Attachment C-16.
17. One copy of the current year budget. Attachment C-17.
18. One copy each of the three most recent (within 5 years) annual audits (or Tax Returns for individuals). Attachment C-18.
19. For the proposed project – a six-year cash flow analysis of revenue – using VDH project only template- and expenses (operating budget) showing as a bottom line funds available for debt service. Attachment C-19.
20. For the entire waterworks including proposed project(s) – a six year cash flow analysis – using VDH overall waterworks template- of revenue and expenses (operating budget) showing as a bottom line funds available for debt service. Attachment C-19.
21. Supporting documentation used to determine the percent of leakage in the system. For this application, leakage is the amount of real water lost in the distribution system lines and tanks from cracks, leaks, and tank overflows divided by total water production. Should match Section G.1.f. See Attachment C-12.
22. Asset Management Plan (as described in Section J). Completion of AMP for WTP will be part of this project. Attachment C-22.

Items 9, 16, 18 and 22 may be submitted in PDF format on a CD or thumb drive provided 2 copies are submitted.

Items 19, 20, and 21 may also be included in spreadsheet format on the CDs or thumb drives. Please make note on the application that the information is included in the attached digital material.

Item 18 – Tax Returns for individuals – if applicable, please redact or blacken all social security numbers.

SECTION D – PROPOSED PROJECT DESCRIPTION – Provide Documentation

Please provide a brief summary and a detailed project description including a map/sketch depicting the project area and proposed facilities including length of waterlines, storage tank(s) sizes, etc. (Sketches on 8 ½ by 11 portions of topo sheets are adequate.)

I. Brief Summary – 3 sentences or less for each A, B, and C.

- A. Briefly describe the public health issue, concern, or problem that this project intends to correct or address.** This can include resiliency, redundancy, reliability, climate change, or green project related issues. Attach supporting info as necessary.

Maintenance of valves, filters, pumps, motors, and controls have been deferred for a long time, reducing the influent pump station and water treatment plant reliability. Antiquated equipment, filters and appurtenances threaten the ability of the plant to provide adequate water quality (i.e., the older two filters’ bottoms have never been replaced and sand is being lost into the clearwell). The Town wishes to replace deficient equipment, electrical and control systems so that drinking water quality and quantity are not impaired.

- B. Briefly describe the proposed project scope of work by size (e.g. diameter, volume, pump capacity) and units (e.g. linear feet for pipe and number for tanks and pump stations).**

Two 60 HP vertical turbine pumps, each rated for 700 gpm at 241 feet TDH, in the influent pump station will be replaced, and will include VFDs. A new generator and automatic transfer switch will be installed at the influent pump station. Four new filter underdrains (9’ x 10’) for existing sandfilters (rated at 720 gpm @ 2 gpm/ft²); new filter media (3” torpedo sand, 10” filter sand, 1’5” of anthracite, on 1’ of support gravel); new air wash system; new motor actuated 4”, 8”, 10” and 12” valves; replace 10” influent valves. Replacement of one 1,800 gpm backwash pump and 3 finished water pumps (ea. rated at 417 gpm @ 270 ft. TDH, 40 HP) and will include VFDs. Replacement of soda ash feed equipment with 25% caustic soda feed. Replace motor control centers, electrical wiring, lighting, receptacles and other electrical appurtenances. Install 5 new sample stations in the laboratory. Replace 2 sludge lagoon pumps. New generator and transfer switch at Waughs Ferry Road Pump Station. Construction of a new sludge holding tank and pumps, with submersible mixer. General repairs on water treatment plant building, including energy-efficient windows, painting, masonry repairs and updating restroom facilities, depending on funds available. Installation of emergency generator and automatic transfer switch on the Waugh’s Ferry Road Water Pump Station.

- C. Briefly quantify the benefits expected to be realized (or problems corrected) upon successful completion of the project.**

Filters, appurtenances, pumps and valves have passed the end of their useful life and pose a risk to the reliability of the plant and its ability to produce the quality and quantity of drinking water the Town needs. Valves are manually controlled and valve stems/wheels impede staff movements in walkways. The electrical system and controls are antiquated and pose safety risks. In short, the plant must be upgraded to allow staff to produce water that meets drinking water standards reliably in a safe environment. The new sludge holding tank and pumps will allow personnel to pump sludge to the wastewater treatment plant (WWTP), avoiding the “slug” flows that cause sludge drying issues at the WWTP.

II. Demographics

- A. Describe income levels in the proposed project area.**

The median household income for US Census Block Groups 2-4 in Census Tract 102 is \$50,396 (adjusted for 2017), which is 73% of Virginia MHI (\$68,755, with 2017 adjustment).

- B. Describe the community that benefits from the proposed project.**

This project will continue serve the existing residential and commercial customers. The water treatment plant also provides water to out of town customers, including Sweet Briar College. No new customers are expected as a result of this project.

- C. Describe the type number and stories of structures (primary residences, vacation homes, industrial buildings, etc.) and amount of vacate land for the area that benefits from the project. For small projects (less than 75 homes), provide tax map information showing parcel number, owner, and valuation.

See response to B. above. This project will not serve a new community; it will serve the existing Town structures.

SECTION E - PROPOSED FINANCING

1. Construction Funding for this Project

- a. VDH Funding Assistance Needed \$ 4,445,000
(only include SRF eligible items and should match Section H – Project Budget Information, Item 14)
- b. Other Funds Available, provide details below: – **Provide documentation as Attachment C-1.**

	<u>Source Dollars</u>	<u>Source Name</u>	<u>Status of Securing Other Funding</u> (Approved, pending, indicate loan terms, and date available, etc.)
1 a. grant	_____	N/A	_____
b. loan	_____	_____	_____
2 a. grant	_____	_____	_____
b. loan	_____	_____	_____
3 a. grant	_____	_____	_____
b. loan	_____	_____	_____
4 a. grant	_____	_____	_____
b. loan	_____	_____	_____
Subtotal: <u>\$0</u>			

c. Total Project Cost (1a + 1b) = **\$4,445,000**

2. Type of security applicant anticipates giving for the loan: *[Check All Appropriate Type(s)]*

- Pledge of Revenue of the Water System Only.
- Pledge of Revenue of Water and Sewer System.
- General Obligation of the Locality.
- Other – Describe: _____

3. Do you have any outstanding debt related to the water and sewer system? Yes No

If yes, have you requested that new debt be issued on parity with the old? Yes No

Provide documentation as Attachment C-2.

4. Median Household Annual Income (MHI) of area to be served \$ 50,396 /year

Use the census block or latest update for county/city/towns (<http://factfinder.census.gov>). Provide project specific income survey data for those projects not large enough to be identifiable via census information.

If you have applied or will apply to other funding agencies that require an income survey, attach the results to this application. For efficiency consider doing income and user agreement surveys at the same time. For assistance, please contact VDH-ODW.

Provide Documentation of Basis/Referenced Source as Attachment C-5

SECTION F - PROJECT ISSUES – Provide documentation as Attachment C-4 of each yes answer.

Presented here are relative issues that need consideration for construction projects:

- | | <u>Yes</u> | <u>No</u> |
|---|-------------------------------------|-------------------------------------|
| 1. Health Issues | | |
| Is there a <i>Surface Water Treatment Rule</i> violation, i.e., inadequately treated surface water or groundwater under the influence of surface water? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Are there persistent <i>Total Coliform Rule</i> or nitrate standard violations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Is there a continuing <i>Boil Water Notice</i> in effect? Reason: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Is there a Health Hazard declaration by the State Health Commissioner, a State Declared Emergency, or have you been issued a formal enforcement order? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Are there persistent PMCL violations for contaminants such as VOC, SOC, IOC, RAD etc.? (circle: VOCs, SOCs, IOCs, RADs etc.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Are there Lead and Copper Action Levels Exceedances? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Are there known Lead Service Lines that are to be removed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Does the waterworks have an Enforcement Targeting Tool (ETT) score ≥ 11 ? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will the project resolve conditions of inadequate quality and quantity of a groundwater source water supply? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will the project ensure that drinking water receives appropriate treatment to protect the health of the consumers? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Will the project prevent conditions favoring the entrance of contaminants into the distribution system, e.g., inadequate pressure, inadequate storage, system water losses, etc.? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Are there inadequate individual water supplies documented via report and letter by the District Health Director to show health hazards? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>Provide as Attachment C-7 supporting report and data with representative samples from at least 50% of the homes in the project area. The samples are to be evenly spaced and all potential line segments sampled. The project map will illustrate the results and problem areas.</p> | | |
| 2. Regionalization – Has regionalization been considered? Will this project consolidate failing, non-complying, or underperforming waterworks or improve resiliency? Explain below: | | |
| <p>No. This project replaces equipment and structures that have exceeded useful life, automates outdated manually-operated valves, improves motor efficiency and improves safety for plant staff.</p> | | |
| 3. Readiness to proceed. This application assumes you have not initiated design or construction. IF this is not the case, please contact VDH. | | |
| (a) Please provide documentation as Attachment C-3 that your controlling board, council, president, etc. has approved this project submittal. | | |
| (b) New construction timeline – To provide these answers, USE and submit the attached Construction Project Schedule as Attachment C-6 . | | |
| (c) For new service area customers, please document number of user agreements or commitments obtained in initial survey _____; _____ residential, _____ other. N/A
<i>This initial survey must obtain executed agreements or commitments from at least a majority of the homes in the project area. Continuation of the initial survey is a requirement and the final survey result is intended to obtain 80% or more for the project to be feasible from a positive cash flow perspective. Provide as Attachment C-7 a project map indicating existing potential connections and indicating those committed. NOTE: Mandatory hook-up ordinance does not substitute for obtaining agreements or commitments to connect.</i> | | |
| (d) Provide documentation that an adequate drinking water source or source agreement contract is available and that VDH Field Office has approved as Attachment C-8 . The source agreement contract can be contingent on VDH approving the project construction. N/A | | |
| (e) Please provide a copy of the Preliminary Engineering Conference documentation/notes, letter reports, design notes or the Preliminary Engineering Report for the project as Attachment C-9 . | | |
| (f) Explain/include as Attachment C-10 status of necessary permits (401/404, VPDES, Groundwater withdrawal, etc.) | | |

SECTION G -STATISTICAL DATA

1. Connections and Population:

ID	Data Description	Connections	Population ⁽⁴⁾
a.	Existing residential	1125	2711
b.	Existing total	1357	3270
c.	Project residential ⁽¹⁾	1125	2711
d.	Project total ⁽¹⁾	1357	3270
e.	Future residential ^(2, 3)	1125	2711
f.	Future total ^(2, 3)	1357	3270

Notes:

- (1) New connections and/or existing connections that benefit from the project.
- (2) For a water line extension project, e. = a. + c. and f. = b. + d because new connections are being added. For any project that benefits existing connections only, e. = a. and f. = b., and then c. and d. will reflect how many existing residential and total connections, respectively, benefit from the project.
- (3) For a project that benefits existing connections (e.g. – water line replacement) **and** also adds new connections (water line extension) then c. and d. will reflect how many residential and total connections, respectively, benefit from the project (connections that benefit from the project + new connections). In this case, e. = a. + new residential connections added and f. = b. + new total connections added.
- (4) Provide population estimates based on the previous column (connections).

2. Water Usage and losses: - **Provide supporting documentation as Attachments C-12 and C-21**

a. What is the current monthly average number of gallons of water used per residential connection? 2,900 gallons/month.

Use total annual gallons billed for in–town residential customers divided by 12 months and divided by the total number of in-town residential customers.

b. Provide the percent of water loss within the system. Unbilled authorized consumption (e.g. firefighting) should be excluded.

Water losses as a percentage of total production. = 14%

- This percentage includes: Real water losses (Physical losses from leaks/bursts in the distribution lines and tank overflows)
 Apparent water losses (includes metering inaccuracies and unauthorized usage [theft/illegal use])

3. Individual water meters are on:

- All services
- Only commercial accounts
- Only residential customers
- Some services: Provide additional information: _____
- None are metered.

If none are metered, is metering included in this project? Yes No.

Explanatory statement, if appropriate:

4. Rates: **Attach rate schedules as Attachment C-11**

a. Existing monthly water charges (explain here): In-Town Residential Base Charge: \$15.60/mo.; \$7.75/1,000 gal.
 Out of Town Residential Base Charge: \$28.50/mo.; \$14.20/1,000 gal. Commercial rates in attachment C-11.

b. When were water rates last increased? **Please provide dates and amount/percentage of increase as Attachment C-11.**
 July, 2017. Increased: Residential Base Charge: 9.5%; Residential Usage: 9.2%.

c. What is your connection fee for water? \$1,700 for 5/8” meter In-Town; \$4,000 for 5/8” meter Out of Town.

d. Are rate increases anticipated as a result of this project? Yes No

If yes, please provide the amount and percentage increase expected and the anticipated effective date for the increase(s).

5. Water Users

a. Service Area Jurisdictions	b. # of Existing Residential Connections	c. # of Project Residential Connections at Completion
In-Town	971	971
Out of Town	154	154

d. Existing drinking water usage: 231,160 gpd. 46 % residential 54 % nonresidential

e. As **Attachment C-14**, identify Ten (10) Largest Users of the Water System and Estimated Monthly Consumption per user.

6. Determine Average Monthly Residential Water User Rate:

Provide an average monthly residential water user rate analysis as **Attachment C-13** - using VDH project only template.

Average Monthly Residential Water User Rate = \$ 43.51 /month

7. Target User Rates:

Target user rates are set as a percent of Median Household Income (MHI). The annual MHI utilized for a project is to be based upon the latest census figures or latest update for the city, town or county in which the waterworks is located. Due to recent changes in the calculation of the average monthly residential water user rate, the monthly target rate will be calculated by FCAP Staff at the time of application review.

8. Current Rate Structure:

Due to recent changes in the calculation of the average monthly residential water user rate, the current rate structure will be evaluated by FCAP Staff at the time of application review.

Waterworks are expected to meet or exceed the target rate criteria at or before the time of project completion. VDH reserves the right to require a rate revision plan and implementation schedule acceptable to VDH.

Having adequate financial resources is crucial to maintaining a successful and sustainable waterworks. Furthermore, EPA mandates that all borrowers receiving program assistance must demonstrate full financial capacity in order to receive funds. In addition, rate increases/adjustments may be required to meet debt obligations or pass a VRA credit review.

SECTION H – PROJECT BUDGET INFORMATION – From PER based on existing PWS’s financial statements

1. Administration, Legal Expense (should be less than \$10,000 each)	\$	15,000	_____
2. Land, Right-of-Way	\$		_____
3. Architectural/Engineering Basic Fees	\$	386,000	_____
4. Other Architectural/Engineering Fees (PER, etc.)	\$		_____
5. Project Inspection Fees	\$		_____
6. Other (Explain. e.g. Lead Service Lines)	\$		_____
7. Treatment Plant Construction	\$	2,798,000	_____
8. Pump Station Construction	\$	1,065,000	_____
9. Distribution System Construction	\$		_____
10. Storage Tank Construction	\$		_____
11. Equipment Purchase/Installation	\$		_____
12. Contingencies – No more than 5% of the construction costs	\$	160,000	_____
13. Other (Asset Management Plan, O&M Manual, Studies, etc.)	\$	15,000	_____
14. Loan Closing Fee*	\$	6,000	_____
15. TOTAL [Round to the nearest thousand] (should match Section E)	\$	4,445,000	_____

*VDH reserves the right to apply a closing fee of \$6,000 for all applicable loan offers to defray the cost of this service. The \$6,000 may be included in the principal of the loan. If VDH determines a loan closing fee does not apply it will be eliminated from the final budget.

SECTION I – FINANCIAL DATA

1. Annual Operation, Maintenance and Replacement (O, M & R). Estimated Cost for Proposed Facilities:-From PER or other sources based on existing PWS’s financial statements **N/A**
 - a. Labor \$ _____
 - b. Utilities \$ _____
 - c. Materials \$ _____
 - d. Water Purchases \$ _____
 - e. Outside Services \$ _____
 - f. Miscellaneous Expenses \$ _____
 - g. Equipment Replacement \$ _____
 - h. Total O, M & R Cost \$ _____

Provide documentation as Attachment C-15 for basis of estimate (i.e. financial statements)
2. Estimated Annual Water Facilities Costs - From PER or other sources based on existing PWS’s **Financial Statements**
 - a. Net O, M & R (for existing water facilities)
USE **Financial Statements** \$ 810,700 _____
 - b. Existing Annual Debt Service for water system
USE **Financial Statements** \$ 185,206 _____
 - c. O, M & R for Proposed Facilities \$ 0 (no net additional O&M costs are anticipated)
 - d. Total (Sum of a+b+c) \$ 995,906 _____
3. Sources of Residential and Nonresidential Revenues as a Percentage of Total Annual Water Revenue
 - a. Residential 46 %
 - b. Nonresidential 54 %
4. For the proposed project - Provide a six-year cash flow analysis as **Attachment C-19** - using VDH project only template- of revenue and expenses (operating budget) showing as a bottom line the funds available for debt service.
5. For the entire waterworks - **Provide** a six-year cash flow analysis as **Attachment C-20** – using VDH overall waterworks template- of revenue and expenses (operating budget).



COMMONWEALTH of VIRGINIA
Department of Health

M. Norman Oliver, MD, MA
State Health Commissioner

P O Box 2448
RICHMOND, VA 23218

TTY 7-1-1 OR
1-800-828-1120

September 13, 2019

Subject: Amherst County
Water – Town of Amherst
Water Treatment Plant Improvements
WSL – 004-20

Ms. Sara Carter, Town Manager
Town of Amherst
P.O. Box 280
Amherst, Virginia 24521

Re: 2020 Drinking Water Construction/Financial Assistance
DWSRF Initial Offer

Dear Ms. Carter:

The Virginia Department of Health (VDH) has completed a preliminary review of your application for drinking water construction funds. The determination of the funding package is shown below; however, this determination and your inclusion in VDH's Intended Use Plan is contingent on the availability of federal and state funding as well as the conditions below.

Based on the information provided, VDH determined the total funding package for your project is estimated to be **\$4,430,000**. The funding package consists of **\$500,000 as principal forgiveness** (grant) and **\$3,930,000 as a loan for a term of 30 years and interest rate of 2.5%**. EPA requires that the loan be the lesser of the design life of the improvements or 30 years. Please notify us if the design life of the improvements are less than 30 years. The funding package was determined using information provided in your loan application.

Your project may be eligible for an additional interest reduction of **0.2%** under our Expedited Closing Program. To qualify for the Expedited Closing Program VDH requires your loan closing be completed within 12 months of our award letter. If this funding offer is accepted, then you will receive an award letter after this. If you will participate in this special program, please indicate your plans for complying in your response letter.

VDH recommends waterworks owners implement a revenue growth model that includes automatic annual rate adjustments that exceed inflation. Having adequate financial resources is crucial to maintaining a successful and sustainable waterworks. VDH recommends waterworks self-evaluate their financial positions using the attached ***Building Financial Sustainability/Financial Health Indicators*** to ensure they are able to provide for financial sustainability. You should begin to prepare your latest audited financial statement to avoid any delays in credit review and loan closing.

VDH recommends all waterworks maintain updated Waterworks Business Operation Plans, Asset Management Plans, and/or Capital Improvement Plans. In your response letter, please notify us of the status of your plans. A recently updated Asset Management Plan is required. VDH may be able to make funds available if you need to update your plans.

The federal Drinking Water State Revolving Fund (DWSRF) appropriation for FY 2020 is not yet finalized. Complying with the American Iron and Steel, Davis Bacon Prevailing Wage, and other provisions are required.

The funding package and loan closing are conditioned on and are subject to change based on (but not limited to) the following:

- (1) The availability of federal and state match funds to support the DWSRF Program,
- (2) New restrictions/conditions that the EPA or VDH may require for participation in the Program or in the use of the SRF funds.
- (3) The purpose, benefit, or scope of the project changes from the Preliminary Engineering Report (PER) or the DWSRF Application; or the VDH-ODW Field Office does not concur with the project purpose, benefit, or scope,
- (4) Owner complying with the DWSRF Program requirements, and owner's progress to a timely closing according to a pre-negotiated schedule, or delays/changes in project readiness to proceed,
- (5) Owner's history of activities with the ODW/DWSRF Program (i.e. late or non-payments or non-compliance),
- (6) Owner obtaining user agreements from future water users in the project area, (if applicable)
- (7) The financial estimates provided in your loan application changing,
- (8) Owner's ability to secure the loan, all loan offers will require a credit report acceptable to VDH, rate increases may be required to secure the loan.
- (9) Owner soliciting other lenders for parity on this new debt,
- (10) Owner being debarred or suspended from applying for state or federal funds,
- (11) Waterworks maintaining compliance with the Virginia *Waterworks Regulations* and other applicable state/federal laws, regulations, policies, and procedures, and
- (12) EPA mandates that all program assistance recipients demonstrate full technical, financial, and managerial capacity in order to receive funds. VDH may place special requirements on recipients in order to ensure capacity requirements are met prior to loan closing.

Ms. Sara Carter, Town Manager
September 13, 2019
Page 3

An acceptance of this funding offer reflects a commitment on your part to these requirements. VDH reserves the right to by-pass any project that has not executed financial agreements within 12 months from the date of VDH's original award letter.

Please notify April Helbert, P.E., Acting FCAP Team Leader, in writing, copying me, as soon as possible but no later than October 18, 2019 at the address above of your acceptance of this initial funding package offer or any concerns and additional factors that should be considered. Failure to notify Ms. Helbert and I can be deemed as your withdrawal from this program. Please use the above referenced project number and name on all correspondence. Ms. Helbert's mailing address is VDH Office of Drinking Water, Abingdon Field Office, 407 E. Main Street, Suite 2, Abingdon, Virginia 24210. She can be reached at (276) 525-6152 or by e-mail at April.Helbert@vdh.virginia.gov. I can be contacted at (804) 864-7522 or by email at Dwayne.Roadcap@vdh.virginia.gov.

Sincerely,



Dwayne Roadcap, Director
Office of Drinking Water

cc: Barry Matthews, CPG, Division Director – Training, Capacity Development and Outreach
Keith Kornegay, P.E., Acting Director, FCAP - LFO
April Helbert, P.E., Acting Team Leader, FCAP - AFO
Central Virginia Planning District Commission
Kerry Gateley, MD, MPH, CPE, District Health Director
Jeff Wells, P.E., ODW Field Director, Danville Field Office

A RESOLUTION ACCEPTING AND PROCEEDING WITH A FUNDING OFFER FROM THE VIRGINIA DEPARTMENT OF HEALTH, WHICH FUNDS WOULD BE USED TO FINANCE RENOVATION OF THE WATER TREATMENT PLANT AND FACILITIES.

WHEREAS, the Town of Amherst has applied for funding for various drinking water projects associated with the construction and operation of the Town of Amherst’s waterworks;

WHEREAS, the Virginia Department of Health-Office of Drinking Water has funded several drinking water projects for the Town;

WHEREAS, the Town Council of the Town of Amherst has reviewed project planning material and found that the pre-requirements have been met for submitting a funding application and has applied for funding through the Virginia Department of Health;

WHEREAS, the Virginia Department of Health- Office of Drinking Water has made a funding offer to the Town for a funding package of \$4,430,000, with \$500,000 of loan forgiveness, and the remainder to be financed for 30 years at an interest rate of 2.5%;

THEREFORE, BE IT RESOLVED, the Town Manager is authorized to execute contracts

- a. With W/W Associates to complete design and engineering work for the priorities listed in the above referenced application in the amount totaling \$347,850.
- b. With the Virginia Department of Health to accept their funding proposal with a total amount of \$4,430,000, with \$500,000 of that amount being principal forgiveness.

BE IT FURTHER RESOLVED, the Town Council of the Town of Amherst hereby votes to accept funding from the Virginia Department of Health for the

Water Treatment Plan Improvements

<u>Sources of Funds</u>		<u>Uses of Funds</u>	
DWRF Loan	\$ 3,930,000	Administration, Bond Council & Legal Expense	\$15,000
Town Cash	\$ 15,000	Engineering Fees	\$386,000
Principal Forgiveness	\$ 500,000	Treatment Plant Construction	\$2,798,000
		Pump Station Construction	\$1,065,000
		Contingencies	\$160,000
		Asset Management Plan	\$15,000
		Loan Closing Fee	\$6,000
	<hr/>		<hr/>
Total	\$ 4,445,000	Total	\$4,445,000

BE IT FURTHER RESOLVED, that the Town Manager shall immediately begin to process all necessary contracts and documents for this project and be authorized to sign any and all documents to accept such funding contingent upon review and concurrence by the Town Attorney.

This resolution was adopted on October 9, 2019.

Mayor Dwayne Tuggle

Attest:

Clerk of Council

**RESOLUTION REAFFIRMING
THE CENTRAL VIRGINIA TRANSPORTATION PLANNING ORGANIZATION
AS THE FEDERALLY DESIGNATED METROPOLITAN PLANNING ORGANIZATION
FOR THE CENTRAL METROPOLITAN PLANNING AREA**

Whereas the respective Boards of Supervisors of the Counties of Amherst, Bedford, and Campbell, and the City Council of the City of Lynchburg executed the Cooperative Agreement for the Creation of the Central Virginia Transportation Planning Council on September 13, 1979; and

Whereas the Governor of the Commonwealth of Virginia designated the Central Virginia Transportation Planning Council as the Metropolitan Planning Organization (MPO) for the Greater Lynchburg Transportation Study (also known as the Central Virginia Metropolitan Planning Area) on November 27, 1979; and

Whereas the respective Boards of Supervisors of the Counties of Amherst, Bedford, and Campbell, and the City Council of the City of Lynchburg rescinded the 1979 Agreement and executed a Cooperative Agreement for the Creation of the Central Virginia Metropolitan Planning Organization on or about November 16, 2000; and

Whereas since 2000, the Central Virginia Urbanized Area has been expanded to include the Town of Amherst, and the Central Virginia Metropolitan Planning Organization wishes to help increase public awareness and understanding of its mission by changing its name to the Central Virginia Transportation Planning Organization (TPO); now, therefore, be it

Resolved, that the Town of Amherst:

1. rescinds the Cooperative Agreement for the Creation of the Central Virginia Metropolitan Planning Organization, executed on or about November 16, 2000;
2. acknowledges the organization's change of name from the Central Virginia Metropolitan Planning Organization to the Central Virginia Transportation Planning Organization (TPO);
3. acknowledges that the TPO shall be the policy decision-making body for the purpose of carrying out the Continuing, Cooperative, and Comprehensive (3-C) transportation planning and programming process as defined in the United States Code Title 23, Section 134 and Title 49 Section 1607; and in accordance with the constitution and statutes of the Commonwealth of Virginia, particularly Title 33.2, Chapter 32 of the Code of Virginia;
4. acknowledges that the TPO may adopt bylaws and other rules in conformance with this Resolution as it deems necessary to govern its operation;
5. acknowledges that the TPO shall have such authority as prescribed in a "Memorandum of Understanding on Metropolitan Transportation Planning Responsibilities for the Central Virginia Metropolitan Planning Area" dated June 1, 2018, (as amended or updated) between the Central Virginia Metropolitan Planning Organization (now Central Virginia Transportation Planning Organization), the Commonwealth of Virginia, the Greater Lynchburg Transit Company (the primary local transit provider), and the Region 2000 Local Government Council (now Central Virginia Planning District Commission);
6. acknowledges that any local jurisdiction may hereafter join the TPO provided that such jurisdiction is (in accordance with state and federal regulations) included within the "cordon boundary" of the Central Virginia Metropolitan Planning Area and that it adopts and executes this resolution and is approved by the Governor; and

7. acknowledges that this resolution may be amended only by concurring resolution of all parties to this Resolution.

CERTIFIED BY:

ATTESTED BY:

DATE:

**MEMORANDUM OF UNDERSTANDING
ON METROPOLITAN TRANSPORTATION PLANNING RESPONSIBILITIES
FOR THE CENTRAL VIRGINIA METROPOLITAN PLANNING AREA**

This agreement is made and entered into as of June 1, 2018 by and between the Commonwealth of Virginia hereinafter referred to as the State, the Central Virginia Metropolitan Planning Organization hereinafter referred to as the MPO, the Greater Lynchburg Transit Company hereinafter referred to as the Public Transportation Provider, and the Virginia's Region 2000 Local Government Council serving as planning and administrative staff to the MPO, hereinafter referred to as the Staff.

WHEREAS, joint responsibilities must be met for establishing and maintaining a continuing, cooperative, and comprehensive (3-C) metropolitan transportation planning and programming process as defined and required by the United States Department of Transportation in regulations at 23 CFR 450 Subpart C, and

WHEREAS, the regulations at 23 CFR 450.314 direct that the MPO, State, and Public Transportation Provider responsibilities for carrying out the 3-C process shall be cooperatively determined and clearly identified in a written agreement.

NOW, THEREFORE, it is recognized and agreed that, as the regional transportation planning and programming authority in cooperation with the Staff, State and Public Transportation Provider, the MPO shall serve as the forum for cooperative development of the transportation planning and programming activities and products for the Central Virginia metropolitan area. It is also agreed that the following articles will guide the 3-C process. Amendments to this agreement may be made by written agreement among the parties of this agreement.

**Article 1
Planning and Modeling Boundaries**

The MPO is responsible as the lead for coordinating transportation planning and programming in the Central Virginia metropolitan transportation planning area (MPA) that includes the City of Lynchburg along with the adjacent urbanized portions of Amherst County, Bedford County, and Campbell County and the Town of Amherst. A map providing a visual and itemized description of the current MPA will be included on the MPO website. It is recognized that the scope of the regional study area used with the travel demand model may extend beyond the MPA. The boundaries of the MPA shall be subject to approval of the MPO and the Governor. The MPA shall, at a minimum, cover the U.S. Bureau of the Census' designated urbanized area and the contiguous geographic area expected to become urbanized within the 20-year long range plan forecast period. The boundaries will be reviewed by the MPO and the State at least after

each Census decennial update, to adjust the MPA boundaries as necessary. Planning funds shall be provided to financially support the MPO's planning activities under 23 CFR 450 and 49 CFR 613, and the latest applicable metropolitan planning funding agreement with the State for the metropolitan planning area. All parties to this agreement shall comply with applicable state and federal requirements necessary to carry out the provisions of this agreement.

Article 2 MPO Structure & Committees

The MPO shall consist of, at a minimum, a Policy Board and a standing advisory group, the Transportation Technical Committee. The MPO shall establish and follow rules of order and record. The Policy Board and Transportation Technical Committee each shall be responsible for electing a chairman with other officers elected as deemed appropriate. These committees and their roles are described below. Redesignation of an MPO is required when an existing MPO proposes to make substantial changes on membership voting, decisionmaking authority, responsibility, or the procedure of the MPO.

(A) The Policy Board serves as the MPO's policy board, and is the chief regional authority responsible for cooperative development and approval of the core transportation planning activities and products for the urbanized region including:

- the MPO budget and Unified Planning Work Program (UPWP); and
- the performance based Constrained Long-Range Transportation Plan (CLRP); and
- the performance-based Transportation Improvement Program (TIP) including all regionally significant projects regardless of their funding source; and
- the adoption of performance measure targets in accord with federal law and regulations that are applicable to the MPO metropolitan planning area; and
- the reporting of targets and performance to be used in tracking progress toward attainment of critical outcomes for the MPO region [450.314]; and
- the Public Participation Plan

The Policy Board will consider, analyze as appropriate, and reflect in the planning and programming process the improvement needs and performance of the transportation system, as well as the federal metropolitan planning factors consistent with 23 CFR 450.306. The Policy Board and the MPO will comply and certify compliance with applicable federal requirements as required by 23 CFR 450.336. The Policy Board and the MPO also shall comply with applicable state requirements such as, but not limited to, the Freedom of Information Act requirements which affect public bodies under the Code of Virginia at 2.2-3700 et sequel.

Voting membership of the Policy Board shall consist of the following representatives, designated by and representing their respective governments and agencies:

- One representative participating on behalf of the State appointed by the Commonwealth of Virginia Secretary of Transportation,
- One representative of the Public Transportation Provider(s)
- Locally elected officials representing each County, independent City, Town or other appropriate representation within the metropolitan transportation planning area.

The individual voting representatives may be revised from time to time as designated by the respective government or agency. State elected officials may also serve on the MPO. Nonvoting members may be added or deleted by the Policy Board through a majority of all voting members. Voting and nonvoting designated membership of the Policy Board will be identified and updated on the MPO's website with contact information.

(B) The Transportation Technical Committee provides technical review, supervision and assistance in transportation planning. Members are responsible for providing, obtaining, and validating the required latest official travel and socio-economic planning data and assumptions for the regional study area. Members are to ensure proper use of the data and assumptions by the MPO with appropriate travel forecast related models. Additional and specific responsibilities may be defined from time to time by the Policy Board. This committee consists of the designated technical staff of the Policy Board members, plus other interests deemed necessary and approved by the Policy Board. The designated voting and nonvoting membership of the Transportation Technical Committee will be updated by the Policy Board, and will be identified online with contact information.

(C) Regular Meetings – The Policy Board and Transportation Technical Committee shall each be responsible for establishing and maintaining a regular meeting schedule for carrying out respective responsibilities and to conduct official business. Meeting policies and procedures shall follow regulations set forth in 23 CFR §450.316. The regular meeting schedule of each committee shall be posted on the MPO's website and all meetings shall be open to the public. Any meetings and records concerning the business of the MPO shall comply with State Freedom of Information Act requirements.

Article 3 Unified Planning Work Program (UPWP)

Transportation planning activities anticipated within the Central Virginia Metropolitan Planning Area during the next one or two-year period shall be documented and prepared annually by the Staff and the Transportation Technical Committee in accord with 23 CFR 450.308 and reviewed and endorsed by the Policy Board. Prior to the expenditure of any funds, such UPWP shall be subject

to the approval of the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and the State for funding the activities. Any changes in transportation planning and related activities, regardless of funding source, shall be accomplished by amendments to the UPWP and adoption by the Policy Board according to the same, full procedure as the initial UPWP.

Article 4 Participation Plan

The Policy Board shall adopt and maintain a formal, written Public Participation Plan. The Participation Plan shall provide reasonable opportunity for involvement with all interested parties in carrying out the metropolitan area's transportation planning and programming process, providing reasonable opportunities for preliminary review and comment especially at key decision points. Initial or revised participation plan procedures shall undergo a minimum 45-day draft public review and comment period. The Participation Plan will be published and available on the MPO's website. The State may assist, upon request of the MPO and on a case by case basis, in the provision of documents in alternative formats to facilitate the participation of persons with limited English proficiency or visual impairment.

The MPO also shall, to the extent practicable, develop and follow documented process(es) that at least outline the roles, responsibilities and key points for consulting with adjoining MPOs, other governments and agencies and Indian Tribal or federal public lands regarding other planning activities, thereby ensuring compliance with all sections of 23 CFR 450.316. The process(es) shall identify procedures for circulating or providing ready access to draft documents with supporting materials that reference, summarize or detail key assumptions and facilitate agency consultations, and public review and comment as well as provide an opportunity for MPO consideration of such comments before formal adoption of a transportation plan or program.

Article 5 Inclusion and Selection of Project Recommendations

Selection of projects for inclusion into the financially Constrained Long-Range Plan (CLRP)

Recommended transportation investments and strategies to be included in the CLRP shall be determined cooperatively by the MPO, the State, and Public Transportation Provider(s). The CLRP shall be updated at least every five years, and address no less than a 20 year planning horizon. Prior to the formal adoption of a final CLRP, the MPO shall provide the public and other interested stakeholders (including any intercity bus operators) with reasonable opportunities for involvement and comment as specified in 23 CFR §450.316 and in accordance with the procedures outlined in the Participation Plan. The MPO shall demonstrate explicit consideration and response to public input received during the development of the CLRP.

Development of the Transportation Improvement Program (TIP)

The financially constrained TIP shall be developed by the MPO with assistance from the State and Public Transportation Provider(s). The TIP shall cover a minimum four-year period and shall be updated at least every four years, or more frequently as determined by the State to coincide and be compatible with the Statewide Transportation Improvement development and approval process.

The State shall assist the MPO and public transportation providers in the development of the TIP by: 1) providing the project listing, planned funding and obligations, and 2) working collaboratively to ensure consistency for incorporation into the STIP. The TIP shall include any federally funded projects as well as any projects that are regionally significant regardless of type of funding. Projects shall be included and programmed in the TIP only if they are consistent with the recommendations in the CLRP. The State and the Public Transportation Provider(s), assisted by the state, shall provide the MPO a list of project, program, or grouped obligations by year and phase for all the State and the public transportation projects to facilitate the development of the TIP document. The TIP shall include demonstration of fiscal constraint and may include additional detail or supporting information provided the minimum requirements are met. The MPO shall demonstrate explicit consideration and response to public input received during the development of the TIP.

Once the TIP is compiled and adopted by the Policy Board the MPO shall forward the approved TIP, MPO certification, and MPO TIP resolution to the State. After approval by the MPO and the Governor, the State shall incorporate the TIP, without change, into the STIP. The incorporation of the TIP into the STIP demonstrates the Governor's approval of the MPO TIP. Once complete, the STIP shall be forwarded by the State to FHWA and FTA for review and approval.

Article 6

Financial Planning and Programming, and Obligations

The State, the MPO and the Public Transportation Provider(s) are responsible for financial planning that demonstrates how metropolitan long-range transportation plans and improvement programs can be implemented consistent with principles for financial constraint. Federal requirements direct that specific provisions be agreed on for cooperatively developing and sharing information for development of financial plans to support the metropolitan transportation plan (23 CFR 450.324) and program (23 CFR 450.326), as well as the development of the annual listing of obligated projects (23 CFR 450.334).

Fiscal Constraint and Financial Forecasts

The CLRP and TIP shall be fiscally constrained pursuant to 23 CFR §450.324 and §450.326 respectively with highway, public transportation and other transportation project costs inflated to reflect the expected year of expenditure.

To support the development of the financial plan for the CLRP, the State shall provide the MPO with a long-range forecast of expected state and federal transportation revenues for the metropolitan planning area. The Public Transportation Provider(s), similarly, shall provide information on the revenues expected for public transportation for the metropolitan planning area. The financial plan shall contain system-level estimates of the costs and the revenue sources reasonably expected to be available to adequately operate and maintain the federal aid highways and public transportation. The MPO shall review the forecast and add any local or private funding sources reasonably expected to be available during the planning horizon. Recommendations on any alternative financing strategies to fund the projects and programs in the transportation plan shall be identified and included in the plan. In the case of new funding sources, strategies for ensuring their availability shall be identified and documented. If a revenue source is subsequently found removed or substantially reduced (i.e., by legislative or administrative actions) the MPO will not act on a full update or amended CLRP and/or TIP that does not reflect the changed revenue situation.

Annual Obligation Report

Within 90 days after the close of the federal fiscal year the State and the Public Transportation Provider(s) shall provide the MPO with information for an Annual Obligation Report (AOR). This report shall contain a listing of projects for which federal highway and/or transit funds were obligated in the preceding program year. It shall include all federally funded projects authorized or revised to increase obligations in the preceding program year, and at a minimum include TIP project description and implementing agency information and identify, for each project, the amount of Federal funds requested in the TIP, the Federal funding that was obligated during the preceding year, and the Federal funding remaining and available for subsequent years. The MPO shall publish the AOR in accordance with the MPO's public participation plan criteria for the TIP.

Article 7

Performance-Based Metropolitan Planning Process Responsibilities

The MPO

The MPO, in cooperation with the State and Public Transportation Provider(s), shall establish and use a performance-based approach in carrying out the region's metropolitan transportation planning process consistent with 23 CFR 450.306, and 23 CFR 490. The MPO shall integrate into the metropolitan transportation planning process, directly or by reference, the goals, objectives, performance measures, and targets described in applicable transportation plans and transportation processes, as well as any plans developed under 49 U.S.C. Chapter 53 by providers of public transportation required as part of a performance-based program. The MPO shall properly plan, administratively account for and document the MPO's performance-based planning activities in the MPO UPWP.

The MPO shall develop, establish and update the federally required transportation performance targets that apply for the MPO metropolitan planning area in coordination with the State(s) and the Public Transportation Provider(s) to the maximum extent practicable. The Policy Board shall adopt federal targets of the MPO after reasonable opportunity for and consideration of public review and comment, and not later than 180 days after the date on which the relevant State(s) and Public Transportation Provider(s) establish or update the Statewide and Public Transportation Provider(s) performance targets, respectively. No later than 21 days of the MPO deadline for the selection of new or updated targets, for each federally required performance measure, the MPO shall formally notify the State(s) and Public Transit Provider(s) of whether the MPO: 1) has selected "to contribute toward the accomplishment" of the statewide target selected by the state, or 2) has identified and committed to meet a specific quantitative target selected by the public transportation provider(s) or the MPO for use in the MPO's planning area of Virginia.

In the event that a Virginia MPO chooses to establish a MPO-specific federal highway or transit performance measure quantitative target, then the Virginia MPO shall be responsible for its own performance baseline and outcome analyses, and for the development and submittal of special report(s) to the State for the MPO-specific highway and/or transit performance measure(s). Reports from the Virginia MPOs that choose their own MPO-specific highway or transit target(s) will be due to the State no later than 21 days from the date that the MPO is federally required to establish its performance target for an upcoming performance period. The special report(s) for each new or updated MPO-specific highway target shall be sent from the Virginia MPO to the VDOT Construction District Engineer. The special report(s) for each new or updated MPO-specific transit target shall be sent from the Virginia MPO to the Department of Rail and Public Transportation. The special report(s) shall include summary documentation on the performance analyses calculation methods, baseline conditions, quantitative target(s), and applicable outcome(s) regarding the latest performance period for the MPO-specific performance measure(s). For the Virginia MPOs which agree to plan and program projects "to contribute toward the accomplishment" of each of the statewide performance measure targets, the State will conduct the performance analyses for the MPO's metropolitan planning area in Virginia and provide online summaries for each measure such that no special report to the State will be due from these MPOs.

If a Virginia MPO chooses to contribute to achieving the statewide performance target, the MPO shall, at minimum, refer to the latest performance measure analyses and summary information provided by the State, including information that was compiled and provided by the State on the metropolitan planning area's performance to inform the development of appropriate performance targets. The MPO may use State performance measures information and targets to update the required performance status reports and discussions associated with each

MPO CLRP and/or TIP update or non-administrative modification. The MPO's transportation performance targets, recent performance history and status will be identified and considered by the MPO's Policy Board in the development of the MPO CLRP with its accompanying systems performance report required per 23 CFR 450.324, as well as in the development of the TIP with its accompanying description of the anticipated effect of the TIP toward achieving the performance targets, linking their TIP investment priorities to the performance targets as required per 23 CFR 450.326. The MPO CLRP and its accompanying systems performance report, and/or the MPO TIP and its accompanying description of the anticipated effect of the TIP, shall directly discuss or reference the latest State performance measure status information available and posted online by the State regarding the metropolitan planning area at the time of the MPO's Technical Committee recommendation of the draft MPO long range plan or draft TIP.

The State

Distinct from the roles of the metropolitan Public Transportation Provider(s) with federal performance measures on transit (transit is the subject of the next section), the State is the lead party responsible for continuous highway travel data measurement and collection. The State shall measure, collect highway data and provide highway field data for use in federal highway related performance measure analyses to inform the development of appropriate federal performance targets and performance status reports. MPO information from MPO-specific data analyses and reports might not be incorporated, referenced or featured in computations in the Virginia statewide performance data analyses or reports. The State shall provide highway analyses for recommending targets and reporting on the latest performance history and status not only on a statewide basis but also on the Virginia portions of each of Virginia's MPO metropolitan planning areas, as applicable. The findings of the State's highway performance analyses will inform the development or update of statewide targets.

Information regarding proposed statewide targets for highway safety and non-safety federal performance measures will be presented to the Commonwealth Transportation Board (CTB) at the CTB's public meetings and related documents, including, but not limited to, presentations and resolutions, will be made publicly available on the CTB website. The MPO and Public Transportation Provider(s) shall ensure that they inform the State of any special data or factors that should be considered by the State in the recommendation and setting of the statewide performance targets.

All statewide highway safety targets and performance reports are annually due from the State to FHWA beginning August 31, 2017 and each year thereafter. The MPO shall report their adopted annual safety performance targets to the State for the next calendar year within 180 days from August 31st each year. The statewide highway non-safety performance two and/or four-year targets are due for establishment from the State initially no later than May 20, 2018 for use with the state biennial baseline report that is due by October 1, 2018. The subsequent

state biennial report, a mid-period report for reviews and possible target adjustments, is due by October 1, 2020. Thereafter, State biennial updates are cyclically due by October 1st of even numbered years with a baseline report to be followed in two years by a mid-period report. Using information cooperatively compiled from the MPOs, the State and the Public Transportation Providers, the State shall make publicly available the latest statewide and (each) MPO metropolitan planning area's federally required performance measure targets, and corresponding performance history and status.


The Public Transportation Provider(s)

For the metropolitan areas, public transportation providers are the lead parties responsible for continuous public transit data measurement and collection, establishing and annually updating federal performance measure targets for the metropolitan transit asset management and public transportation agency safety measures under 49 U.S.C. 5326(c) and 49 U.S.C. 5329(d), respectively, as well as for updates that report on the public transit performance history and status. The selection of the performance targets that address performance measures described in 49 U.S.C. 5326(c) and 49 U.S.C. 5329(d) shall be coordinated, to the maximum extent practicable, between the MPO, the State and Public Transportation Provider(s) to ensure consistency with the performance targets that public transportation providers establish under 49 U.S.C. 5326(c) and 49 U.S.C. 5329(d). Information from the Public Transportation Provider(s) on new or updated public transit asset management and safety performance targets, and data-reports on the public transit performance history and status relative to the targets is necessary for use and reference by the affected State(s) and the MPO(s). The Public Transportation Provider(s) that receive federal funds shall annually update and submit their transit asset management targets and data-reports to the FTA's National Transit Database consistent with FTA's deadlines based upon the applicable Public Transportation Provider's fiscal year. These Public Transportation Provider(s) shall notify, and share their information on their targets and data-reports electronically with the affected State(s) and MPO(s) at the time that they share the annual information with FTA, and coordinate as necessary so that the MPO(s) shall establish and/or update their MPO transit target(s) no later than 180 days thereafter.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first written above.




Chairman
Central Virginia
Metropolitan Planning Organization

WITNESS BY 
DATE 6/22/18

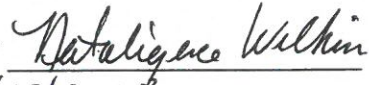



Secretary of Transportation
Commonwealth of Virginia

WITNESS BY 
DATE 7/22/18




General Manager
Greater Lynchburg Transit Company

WITNESS BY 
DATE 6/18/2018



Executive Director
Virginia's Region 2000 Local Government Council

WITNESS BY 
DATE 6/1/18

TOWN OF AMHERST CUSTOMER WORK POLICY

The Town of Amherst offers water and sewer utility services to citizens and existing out of town users. The Town maintains water distribution lines up to and including water meters, and sewer lines up to the customer's property line (or cleanout immediately adjacent thereto). It is the user's responsibility to maintain lines that are not part of the Town's system.

It is the policy of the Town to provide, as a service funded by water and sewer user fees, reasonable and relatively minor inspection and consulting by Town employees on an appointment basis.

It is the policy of the Town that Town employees will install service connections to be owned and maintained by the Town, and the Town will be reimbursed by the user for the "time and materials" cost of installation.

- Such expenses will be based on market rates which will be updated periodically by the Town Manager.
- It is the policy of the Town that rental equipment is billed at 100% of the direct rental cost to the Town.
- It is the policy of the Town that the billing rates for personnel are 100% of the individual's hourly pay rate and benefits.

It is the policy of the Town for its employees to respond to true emergencies involving the supplying of water or collection of sewage by the Town's system and to endeavor to stabilize the situation, on an as-available basis, at the expense of the owner. In the case of water emergencies involving facilities not owned by the Town, the Town's involvement would normally include not much more than shutting the water off at the meter and consultation with the customer as to how he may effect needed cleanup and repairs.

It is the policy of the Town that plumbing work involving anything other than Town water and/or sewer facilities is the function of private enterprise and may involve Town personnel or Town owned machinery or equipment only after careful review by the Town Manager. The Town of Amherst will be involved with the construction of new or replacement private lines only at its convenience as these circumstances do not constitute an emergency and system maintenance carries a higher priority.

The Town will be reimbursed by the owner for customer work. Utility service shall be terminated if such reimbursement is not received within a reasonable period of time at the discretion of the Office Manager.

TOWN OF AMHERST PROCUREMENT POLICY

I. Introduction

This purchasing policy and procedures manual is intended for use as a general guide to the Town of Amherst's procurement methods and practices. The understanding and cooperation of all employees is essential if the Town is to obtain the maximum value for each tax and utility dollar spent.

If the procedures and guidelines established in this manual are followed, each department can efficiently manage, control and plan its' available resources to meet present and future department needs.

1.1 Procurement Authority

The Town Manager or his designee shall serve as the principal public purchasing official for the Town and shall be responsible for the procurement of goods, services, insurance, and construction. The Town Manager has delegated to all department heads the authority to make purchases with the guidelines of this policy.

1.3 Prevailing Policy

The Town Procurement Policy and the Virginia Public Procurement Act shall prevail should there be a conflict between their requirements and the policies and procedures set forth in this manual.

1.4 Basic Goals of Procurement

The basic goals for competitive procurement are establish in § 2.2.4300 B & C of the Virginia Public Procurement Act:

- Obtain high quality goods and services at reasonable cost
- Procurement procedures are to be conducted in a fair and impartial manner with avoidance of any impropriety or appearance of impropriety
- All qualified vendors have access to public business and that no offeror is arbitrarily or capriciously excluded
- Completion is to be sought to the maximum feasible degree
- Procurement procedures involve openness and administrative efficiency
- Rules governing contract award are to be made clear in advance of the competition
- Procurement specification should reflect the need of the purchasing body rather than being drawn to favor a particular vendor
- Purchaser and vendor freely exchange information concerning what is sought to be procured and what is offered.

1.5 Local Buying

It is the desire of the Town to purchase from vendors located within the Town of Amherst whenever possible. This can be accomplished by insuring that local vendors who have goods or services available which are needed by the Town are included in the competitive purchasing process. The Town has a responsibility to its residents to insure that maximum value is obtained for each public dollar spent; however, the Town cannot

and will not make purchasing decisions solely on the basis of vendor residence. Rather, the Town will endeavor to encourage local vendors and suppliers to compete for all Town business.

1.6 Planning

Planning for purchases should be done on a short-term and long-term basis, thereby minimizing small orders and last minute purchases. Planning will also reduce the number of trips required to obtain materials and minimize clerical and supervisory time spent on documenting purchases.

II. AUTHORITY TO SIGN CONTRACTS AND CHANGE ORDERS

The Town Manager's signature, or his designee, is required on all contracts and change orders.

III. PURCHASING PROCEDURES

This section covers the purchase of supplies, materials, equipment and/or services. Departments are urged to be as cost conscience as possible and try to always obtain the best price for items purchased, without sacrificing value.

3.1 Methods of Procurement

The three standard methods of procurement used are:

3.1.1 Purchases up to \$1,000.00 in value - should be done solely by the Department Head, or designee. This amount applies to the total of all items purchased on an invoice. No competition or documentation required. Any purchase below \$100 does not require a purchase order to be submitted for the purchase, however, additional notes and explanations should be provided on the invoice itself.

3.1.2 Purchases equal to \$1,001, up to \$2,500 - For purchases of this type, the Department Head should obtain at least 2 verbal quotes and document those quotes in writing to be filed.

3.1.3 Purchases equal to \$2,501 up to \$5,000 - Purchases in the group are required to have three quotes in writing.

3.1.4 Purchases over \$5,000 of non-budgeted items- All non-emergency non-budgeted purchases with an anticipated value over \$5,000 shall be approved by the Town Council.

3.1.5 Purchases over \$5,000 of budgeted or capital expenditures approved in the Capital Improvement Plan- Expenses that are budgeted and appropriated by Council in the adopted budget that are between \$5,000-10,000 may be purchased with approval of the Finance Committee. Budgeted and capital expenditures over \$10,000 require Council approval.

3.1.6 Purchases over \$30,000 – All Purchases of goods or services over \$30,000 are to be procured using an Invitation for Bid or Request for Proposals that will be advertised in a paper of local circulation and the Town website.

3.3 Purchase Orders

To be valid, a Town purchase order must be completed and signed by a Department Head.

Purchase Orders are not required for the following transactions:

1. Any purchase below \$100 does not require a purchase order to be submitted for the purchase, however, additional notes and explanations should be provided on the invoice itself.
2. Any invoice received on a monthly or quarterly reoccurring basis such as utilities.
3. Any purchase made on a Town credit card. Purchases with reoccurring vendors should not be made on a Town credit card.

VII. Special Procurement Procedures

7.1 Emergency Purchases - In case of emergencies, the Department Head may purchase directly from any vendor supplies or services where immediate procurement is essential to prevent delays in work which may affect the life, health, safety or convenience of the Town of Amherst employees or citizens.

After determining that a true emergency does exist, the department shall exercise good judgment and use established vendors when making emergency purchases. The department must always obtain the best possible price, and limit purchases to those items which are related to an emergency. Not anticipating needs does not constitute an emergency situation. Needs should be anticipated in order to avoid emergency purchases whenever possible.

7.1.1 Emergency Purchase Procedures

During working hours, the following procedures shall be used for emergency purchases:

Submit a purchase order request to the Finance Division/Buyer with all pertinent information. Information submitted should include documentation showing why the purchase is an emergency. After verifying the available funds, a purchase order will be originated and forwarded to the user department. Should the purchase over-encumber the account balance, a Request for Transfer of Funds form shall be completed as soon as possible.

After working hours, the following procedure shall be used for emergency purchases:

As soon as practicable, after directing the contractor/vendor to proceed, the procedures outlined above shall be followed.

Emergency purchases, although at times are necessary, are costly both in time and money. The use of emergency procedures should be limited and will be monitored for abuse.

7.2 Sole Source Purchases – In the event there is only one vendor capable of providing a particular good or service, the competitive pricing procedures outlined in this policy may be waived.

VIII. Alternative Sources of Procurement

8.1 Virginia State Contracts – Departments may utilize state contracts whenever possible for procurement of capital and non-capital items. The use of state contracts expedites the purchase of goods, offers pricing generally lower than quotes by formal and informal bids, and satisfies the requirements of the Town's procurement policy.

8.2 Local and National Public Agency Contracts – All public agencies that specially include within their bid documents the cooperative phrase which allows any resulting contract to be utilized by other public bodies and municipalities.

XIV. Surplus Property

The transfer of surplus property from one department to other within the Town is encouraged.

Property that is no longer useful to a department or to the Town shall be disposed of by one of the following methods:

- Public sale/auction – The preferred method of sale of surplus property to the general public is by auction. Auctions are scheduled by the Director of Public Services and the Town Buyer.
- Sale to other political subdivisions – Prior to an auction, the Town may offer the surplus item(s) to other political subdivisions within the Commonwealth of Virginia at the item(s) fair market value.
- Sale by competitive bid – Property may also be sold by competitive bid. A list of available items shall be mailed to all interested bidders.
- Negotiated sale – This method is used only when the property does not sale by public auction or sealed bid.

TOWN OF AMHERST STAFF CONTACT AND DIRECTION POLICY

The Town of Amherst operates under a Charter adopted by the General Assembly. In the Charter, the offices and duties are set out for the roles and responsibilities of Town Officials. According to the Charter, the Town Manager is “the Chief Executive Officer of the town, responsible to the Council for the management of all town affairs placed in the manager’s charge by or under this Charter.”

The Town Manager derives their authority from the Charter and is appointed by and answerable to the Council as a body. Direction from the Council comes as a body, rather than from individual members, and responses and work performed should be to the Council as a whole. The Mayor functions as the Chairman of the Council, setting agendas for meetings and presiding over same. As such, he provides direction to the Manager for Council meetings and the setting of the agenda, though he holds no vote at the meeting, unless there is a tie.

Understanding that from time to time, Council members (to include the Mayor), may, as individuals, have concerns about issues in the Town or Town business that they seek to discuss individually prior to seeking Council action, individual Council members are welcome to seek information from the Town Manager as they see fit. However, the following general guidelines shall apply regarding these requests:

- All communication from any Council members to staff members with requests for information or assistance must begin with the Town Manager, rather than through any other staff member. If the Town Manager directs staff to respond or be responsible for a response to a Councilor, that will be conveyed to both the Councilor and the staff member.
- The Town Manager is directed to be mindful of the time commitment that is incurred by answering individual requests from Councilors, ensuring that no more than one hour per week is spent per Councilor for the purpose of responding to individual issues or complaints. Time spent on committee work, preparation for agendas and meetings, responses to mandated issues, or services to citizens do not count towards this time consideration.
- The Town Manager should be responsive to the ethical obligations of Council, ensuring that all Councilors are kept aware and informed of the concerns of individual Councilors, and also conveying to the Council as a body any research or information obtained for an individual Councilor.



TOWN OF AMHERST

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

To: Town of Amherst Council
From: Sara Carter
Date: October 2, 2019
Re: Proposal for Reserve Police Officers

Many police departments have reserve officers that are available on a volunteer basis to assist with calls and special events. These officers, depending upon the level of training that they have received, may answer calls and assist citizens with the same powers as a full-time paid officer. The Town of Louisa has had an active reserve force for several years, and the Chief has had experience with working with reserve officers. In Albemarle County, Chief Shiflett ran the largest reserve division in the Commonwealth of Virginia. There are a group of reserve officer volunteers that are interested in volunteering with the Town of Amherst. Having the additional officers would assist while scheduling for training or court needs for our full-time officers, as well as assist with the special events in town.

The cost to have a reserve officer added to the Town's insurance and training certification is \$675/year. There is an additional cost of approximately \$3,115 to equip one officer. The equipment cost may be lower, based upon existing items that the potential officer has, items that are currently owned by the Police Department, and/or fundraising efforts on the part of the Department or the potential reserve officers.

Staff recommends that the Council allow the Police Chief and the Town Manager to establish a reserve officer force, subject to the following conditions:

- No program for a reserve force can be initiated without acceptance of the reserve police officer policies by DCJS and other accrediting agencies.
- No more than eight officers shall serve as part of the reserve force at one time.
- Prior to accepting any individual as a member of the reserve force, the Police Chief shall complete a background investigation upon the officer, including a polygraph, if one has not been completed in the last three years.
- All reserve officers will be held to the same standards for excellence as the paid officers, and training requirements will be established to ensure that the reserve officers represent the Police Department and the Town of Amherst well.

Staff proposes to incorporate these officers into the Town of Amherst's Police Department as the above conditions are met, and as budgetary constraints allow. The amount required to maintain the LOD coverage and training can be easily absorbed into the budget, given the benefit of having regularly serving volunteers. Staff requests that \$6,230 be moved from the Manager's contingency line to the Police Supplies line to equip at least two reserve officers this fiscal year. Any further amount would need to be spent from within the Police Department's existing budget or raised through fundraising efforts.

Police Equipment

Class A duty belt equipment High Gloss Leather:

Duty Belt- \$67.50
Holster- \$154.11
Handcuff Case-\$27.65
Belt Keepers (4)-\$11.44
Mace Holder- \$24.50
Mag Pouch- \$33.00
D Cell flash light holder- \$9.00.

Estimated Total \$ 327.20

Class B duty belt equipment:

Duty belt- \$44.99
Holster- \$186.00
Hand cuff case- \$39.99
Belt Keepers- \$8.25
Mag Pouches- \$27.99
Mace case- \$17.99
Flash light ring- \$7.99

Estimated Total \$ 333.20

Class A Uniform (winter):

L/S Shirt- \$63.00
Pants- \$63.00
Yellow Stripe- 10.00
Sew patches- \$2.00 per shirt

Estimated Total \$138.00

Class A Uniform (Summer):

S/S Shirt- \$55.00
Pants-\$63.00
Yellow Stripe-\$10.00
Sew Patches- 2.00

Estimated Total \$130.00

Class B Uniform (Summer):

Shirt S/S- \$44.00

Pants- \$40.00

Name Tape- \$6.00

Sew Patches- \$3.00

Attach Epaulets- \$3.00

Estimated Total \$96.00

Class B Uniform (Winter):

Shirt L/S- \$49.00

Pants- \$40.00

Name Tape- \$6.00

Sew Patches- \$3.00

Attach Epaulets- \$3.00

Estimated Total \$101.00

Body Armor:

Point Blank Body armor- \$659.88

Outer Carrier- \$105.00

Estimated total 764.88

Fire Arm:

40 Cal Model Gen 4- 409.00

40 Cal Mags- \$20.00

Estimated Total \$429.00

Boots:

Estimated Total \$120.00

Estimated Total \$2,439.28

LOUISA POLICE DEPARTMENT



Note: This directive is for internal use only and does not enlarge an officer's liability in any way. It should not be construed as the creation of a higher standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this directive, if proven, can only form the basis of a complaint by the Louisa Police Department and then only in a non-judicial administrative setting.

Type of Directive: GENERAL ORDER	Manual Number: 535.00
AUXILIARY POLICE PROGRAM	Date: 02-14-2019
VLEPSC Number: ADM.12.01	Effective Date: 07-07-2016
Replaces: N/A	Follow-up Date: 02-14-2020
Authorization: Chief Ronald R. Roberts <i>R. Roberts</i> Original Signature on File	

I. POLICY

The Auxiliary Police Force of the Town of Louisa is authorized by the *Code of Virginia* §15.2-1731, Establishment, etc., authorized; powers, authority and immunities generally.

- A. Localities, for the further preservation of the public peace, safety, and good order of the community, may establish, equip, and maintain auxiliary police forces that have all the powers and authority and all the immunities of full time law enforcement officers, if all such forces have met the training requirements established by the Department of Criminal Justice Services under *Code of Virginia* §9.1-102.
- B. Notwithstanding any other provision of this section, an auxiliary officer shall be exempted from any initial training requirement established under *Code of Virginia* §9.1-102 until a date one year subsequent to the approval by the Criminal Justice Services Board of compulsory minimum training standards for auxiliary police officers, except that (i) any such officer shall not be permitted to carry or use a firearm while serving as an auxiliary police officer unless such officer has met the firearms training requirements established in accordance with in-service training standards for law enforcement officers as prescribed by the Criminal Justice Services Board, and (ii) any such officer shall have one year following the approval by the Board to comply with the compulsory minimum training standards.

(1968, c. 157, § 15.1-159.2; 1987, c. 421; 1988, c. 864; 1997, c. 587; 2012, c. 827.)

II. PURPOSE

To establish guidelines for the management and operation of the Auxiliary Police Program.

III. REQUIREMENTS AND SELECTION

- A. Each member of the Auxiliary Police shall be governed by the policies and procedures of the Louisa Police Department.
- B. The Auxiliary Police Officer may have law-enforcement powers equivalent to those of paid officers. Membership in the Auxiliary Police will be open to all individuals who meet the same minimum qualifications as full-time officers under *Code of Virginia* §15.2-1705. There shall be no discrimination based on race, color, creed, national origin, age, sex, or religious affiliation in selection or assignment of Police Auxiliary officers.
- C. The Auxiliary Police program in its entirety is the responsibility of the Chief of Police or designee. Auxiliary Officers will be under the supervision of the Chief of Police or designee.
- D. Applicants for the Auxiliary Police will go through the same selection process as that for paid officers including background, polygraph, psychological, physical and drug screening.

IV. LEVELS OF AUXILIARY OFFICERS

- A. Level One: Certified law-enforcement officer that has met all training requirements in accordance with the attached matrix, Auxiliary Police Officer Training Requirements. Level One Auxiliary Officers shall not be permitted to carry or use a firearm while serving as an auxiliary police officer unless such officer has met the firearms training requirements established in accordance with in-service training standards for law-enforcement officers as prescribed by the Criminal Justice Services Board.
- B. Level Two: Sworn with limited duties, may be armed with firearm(s) and has met all training requirements in accordance with the attached matrix, Auxiliary Police Officer Training Requirements. Level Two Auxiliary Officers shall not be permitted to carry or use a firearm while serving as an auxiliary police officer unless such officer has met the firearms training requirements established in accordance with in-service training standards for law-enforcement officers as prescribed by the Criminal Justice Services Board.
- C. Level Three: Sworn with limited duties, may be armed with less-than-lethal weapon(s) and has met all training requirements in accordance with the attached matrix, Auxiliary Police Officer Training Requirements. Auxiliary Officers of this level are strictly prohibited from carrying a firearm, whether department or personally owned, while serving as an auxiliary police officer.

V. TRAINING REQUIREMENTS (See the attached matrix)

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Updated 02-14-2019

- A. Regardless of the one-year exemption provided under the *Code of Virginia* §15.2-1731, it is the policy of the Louisa Police Department that no member shall serve as an Auxiliary Officer until they have completed all training mandated by DCJS and the Department for their level of participation in the program.
- B. Auxiliary Police Officers shall have all of the powers, authority, and immunities of regular law enforcement officers commensurate with their departmental-designated level of participation.
- C. Required training for Level Two and Level Three Auxiliary Police Officers that is conducted within the Department, as well as the maintenance of those training records, is the responsibility of the Chief of Police or his designee.

VI. VOLUNTEER STATUS

- A. All Auxiliary Police Officers will serve at the discretion of the Chief of Police.
- B. Auxiliary Police Officers may be dismissed at any time at the sole discretion of the Chief of Police.
- C. Auxiliary Police Officers maintain the status of volunteers.

VII. SERVICE REQUIREMENTS

- A. Auxiliary officers are expected to serve 16 hours per month.
- B. Failure to perform, without cause, shall be reason for termination.

VIII. USE AND ASSIGNMENT

- A. Auxiliary Police Officers, who have completed all DCJS-mandated training requirements, are vested with all the authority granted by statute to members of duly constituted police agencies. (*Code of Virginia* §15.2-1731).
- B. Auxiliary Officers have the same obligation to testify in court, as do full-time officers. In addition, the preparation and submission of appropriate reports shall be the responsibility of each Auxiliary Police Officer who initiates any police action that requires documentation. The Auxiliary Police Officer shall inform the Chief of Police or designee of all pending court appearances.
- C. Auxiliary Police Officers shall not take any action which is contrary to, or in any manner interferes with, the duties of any member of the Department, sworn or non-sworn.

X. CALLING INTO SERVICE

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Statutory Authority - Code of Virginia §15.2-1734. Calling auxiliary police officers into service; police officers performing service to wear uniform; exception.

- A. *A locality may call into service or provide for calling into service such auxiliary police officers as may be deemed necessary (i) in time of public emergency, (ii) at such times as there are insufficient numbers of regular police officers to preserve the peace, safety and good order of the community, or (iii) at any time for the purpose of training such auxiliary police officers. At all times when performing such service, the members of the auxiliary police force shall wear the uniform prescribed by the governing body.*
- B. *Members of any auxiliary police force who have been trained in accordance with the provisions of Code of Virginia §15.2-1731 may be called into service by the chief of police of any locality to aid and assist regular police officers in the performance of their duties.*
- C. *When the duties of an auxiliary police officer are such that the wearing of the prescribed uniform would adversely limit the effectiveness of the auxiliary police officer's ability to perform his prescribed duties, then clothing appropriate for the duties to be performed may be required by the chief of police.*

(1968, c. 157, § 15.1-159.5; 1987, c. 421; 1988, c. 190; 1997, c. 587.)

- A. All Auxiliary Police Officers shall provide their home, cell and work telephone numbers to the Chief of Police.
- B. When called into service, Auxiliary Officers shall have the powers, authority and all the immunities of paid law-enforcement officers commensurate with their departmental-designated level of participation.
- C. Unless called into service, Auxiliary Officers shall have no arrest powers or police authority other than those granted an ordinary citizen. This includes the carrying of concealed weapons. Auxiliary Officers shall carry a concealed weapon only when called into service. If an Auxiliary Officer is authorized to carry a concealed weapon by permit issued by the Circuit Court, the Auxiliary Officer shall not carry under such permit a Department issued firearm.
- D. Members of the Auxiliary Police Force are considered called into service under the following conditions:
 - 1. At the discretion of the Chief of Police.
 - 2. To attend scheduled training and meetings.
 - 3. When marked on and prior to marking off-duty for normal work schedule.
 - 4. When reporting for special assignments with the Department.

5. When reporting to and from court and while attending court to give testimony in cases arising out of their duties as Auxiliary Officers.
- E. Auxiliary Police Officer (Levels 1, 2 and 3) may ride with regular officers on patrol duty or assist with other assignments that include but are not limited to administrative duties.
- F. Level One Auxiliary Officers may be considered to work in a solo capacity under the supervision of regular supervisory personnel once they have completed all training and have met the minimum compulsory training for law-enforcement officers as set forth in the *Administrative Code of Virginia* §6VAC20-20-21.
- G. A Level One Auxiliary Officer may only work alone when approved by the Chief of Police or designee.
- H. Only Level One Auxiliary officers shall be dispatched or designated as the primary responding officer on crime-in-progress calls.
- I. Auxiliary Police Officers may participate in plain-clothes assignments under the direct supervision of regular personnel with the approval of the Chief of Police or designee.
- J. When Auxiliary Officers are called into service or do other volunteer-type work, they must complete and submit an Activity Report before the end of their shift.

XI. UNIFORMS AND EQUIPMENT

- A. The Auxiliary Police uniform is identical to that of a paid officer.
- B. Auxiliary Police Officers may be issued the same equipment as paid officers, when such equipment is available and authorized by the Chief of Police or designee.
- C. Any non-issued equipment must be approved for wear or carry by the Chief of Police or designee.

XII. RULES AND REGULATIONS

- A. Auxiliary Police officers shall conform to the policy and procedures of the Louisa Police Department.
- B. Auxiliary Police officers shall conform to the Code of Conduct of the Louisa Police Department and Town of Louisa.
- C. Auxiliary Police Officers may have access to confidential records, such as criminal histories, DMV records, and current investigations, as their duties

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dictate. However, they are not authorized to release this information to anyone outside the Police Department without the explicit approval of the Chief of Police or designee. Disclosure of any confidential information, verbal or written, shall be grounds for immediate dismissal and possible criminal prosecution.

Note: Individuals who fail to follow the proper procedures for the request, use and dissemination of criminal history information will be in violation of the standards of conduct and could be in violation of the Code of Virginia §9.1-136 which states "Any person who willfully and intentionally requests, obtains, or seeks to obtain criminal history record information under false pretenses, or who willfully and intentionally disseminates or seeks to disseminate criminal history record information to any agency or person in violation of this article or Chapter 23 (§ 19.2-387et seq.) of Title 19.2, shall be guilty of a Class 2 misdemeanor." Refer to Code of Virginia §19.2-389, Dissemination of criminal history record information and Code of Virginia §19.2-389.1, Dissemination of juvenile record information.

- D. Auxiliary Police Officers shall receive annual refresher training on the Department's lethal and biennial training in less-than-lethal use of force policy(s). All documentation of use of force training shall remain with the Department.

XIII. ON-DUTY INJURIES

Auxiliary Police Officers will immediately report all injuries incurred on the job, no matter how minor they may appear, to the Chief of Police or designee. The Chief or designee will then complete a Report of Injury within 24 hours and offer the Auxiliary Police Officer a Workers' Compensation panel of physicians for treatment.

The Auxiliary Police Officer must follow the workers' compensation procedures for the Town of Louisa.



AUXILIARY POLICE OFFICER TRAINING REQUIREMENTS

Level of Auxiliary Police Officer Responsibility	Professional	Legal Issues	Communication	Patrol	Investigations	Defensive Tactics - Use of Force	Weapons Use	Driver Training	Physical Training	Field Training	Timeline	Training Location
Level 1 Capable of all normal duties (certified)	Meet all objectives	Meet all objectives	Meet all objectives	Meet all objectives	Meet all objectives	Meet all objectives	Meet all objectives	Meet all objectives	Optional	Meet all objectives	12 months**	Academy or DCJS-approved satellite facility
Level 2 Limited duties; sworn, armed with firearm	Meet all objectives	Meet all objectives	Meet all objectives	Meet all objectives EXCEPT 4.16, 4.24, 4.30, 4.31, 4.32 and 4.53	Meet all objectives EXCEPT 5.6, 5.7, 5.8, 5.13, 5.14, 5.15 and 5.16	Meet all objectives	Meet all objectives	Yes, if applicable	Optional	Complete to level of responsibility	12 months**	Academy, DCJS-approved satellite facility, or in-house
Level 3 Limited duties; sworn, armed with less-than-lethal weapons only	Meet all objectives	Meet objectives: 2.1, 2.6, 2.14, 2.22, 2.25, 2.27, 2.30, 2.36, 2.38, and 2.41-2.46	Meet objectives: 3.1-3.11, 3.13 and 3.14	Meet objectives: 4.42, 4.43, 4.44, 4.52, 4.54 and 4.56	N/A	Meet objectives: 6.5, 6.8, 6.10-6.14, 6.16, 6.17 and 6.18	N/A	Yes, if applicable	Optional	Complete to level of responsibility	12 months**	Academy, DCJS-approved satellite facility, or in-house

Objectives are the compulsory minimum training requirements for entry level law enforcement officers.

* Driver training is optional if the duties of the auxiliary officer do not require operation of a law enforcement vehicle

** §15.2-1731 – Any such officer shall have one (1) year following the approval by the Board to comply with the compulsory minimum training standards