

**AMHERST TOWN COUNCIL**  
**AGENDA – WEDNESDAY, SEPTEMBER 11, 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. Mayor Tweedy presentation-** *Mayor Treney L. Tweedy of the City of Lynchburg and member of the Central Virginia Planning District Commission will make a brief appearance to invite Council to attend the Central Virginia Planning District Strategic Direction Roundtable 2019. This event will discuss and decide the next priority initiative for the Central Virginia Planning District.*
  - 2. Proclamation for Constitution Week (Pg. 1)-** *The Amherst Chapter of the Daughters of the American Revolution has a proclamation for Constitution Week, commemorated annually during the week of September 17-23.*
  - 3. Public Hearing on a potential change to the Town Parking Ordinance (Pgs.2-3)–** *A public hearing has been set and advertised for potential changes to the Town’s parking ordinance. This would eliminate the prohibition on parking on Main Street overnight but add penalties for blocking bike lanes and parking commercial vehicles on Main Street.*
- 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 (Handout)** – *Draft of the August 14, 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. 4-14)**
    - 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**

- a. Finance Committee – *Mrs. Carton*
- b. Community Relations – *Mrs. Ogden*
- c. Utilities Committee – *Mr. Watts*

## **3. Other Reports (Pgs. 15-24)**

- a. Planning Commission– *no meeting, no report*
- b. Industrial Development Authority- *no meeting, no report*
- c. Robert E. Lee SWCD- *July 25, 2019 meeting minutes and annual report*

## **H. Discussion Items**

- 1. Adopt Budget and CIP calendar for FY 2020-2021- (Pgs. 25)-** *Tracie Wright- Each year, Council adopts a budget and CIP calendar for the following year's budget process. This schedule follows the schedule used for the current fiscal year's budget.*
- 2. Set Public Hearing for Slip Lining Bond (Pgs. 26-55)-** *Sara Carter- USDA RD is requiring the Town to adopt a resolution for the bonding of the slip lining project prior to going to bid. The numbers contained in the resolution and bond paperwork will be changing as the project is bid and the bids are received. These figures are from the 2008 estimates. Staff requests a public hearing be set for next month to complete this step for USDA.*
- 3. June 27, 2020 Event-** *Bobby Shiflett- Staff is beginning planning for next year's First Responders Parade and Celebration. Staff would like guidance from Council regarding a budget and any requested changes or additions for next year's event.*
- 4. Lead and Copper Presentation-** *Gary Williams- Staff would like to give Council a briefing and request Council support for an educational campaign in Town to increase understanding of water test results and improve community relations.*
- 5. Edmunds Financial Software contract- (Pgs. 56-66)-** *Tracie Wright- As part of the adopted CIP, a new financial software program was included in this year's budget. Staff has researched the available options and requests Council approval to purchase the Edmunds product for \$25,000.*
- 6. Request for Copier Purchase- (Pgs. 67-68)-** *Staff requests Council approval to spend \$5,309.50 for a new copier for Town Hall.*
- 7. Park Input meeting-** *Sara Carter- Staff will be holding a meeting in Town Council chambers on September 24<sup>th</sup>, 2019 at 7:00 pm to solicit input from residents regarding the layout and design of the park on Scott's Hill Road.*

## **I. Matters from Staff**

## **J. Matters from Town Council**

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

## **L. Citizen Comments**

## **M. Adjournment**

# PROCLAMATION

## Constitution Week 2019

*Whereas*, September 17, 2019 marks the two hundred and thirty-second anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

*Whereas*, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

*Whereas*, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

*Whereas*, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW, THEREFORE, I, D. Dwayne Tuggle, Mayor of the Town of Amherst do hereby proclaim September 17 through 23, 2019 to be

## CONSTITUTION WEEK

in the Town of Amherst, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of Amherst on this tenth day of September in the year of our Lord two thousand eighteen and of the Independence of the United States of America the two hundred and forty-third.



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D. Dwayne Tuggle  
Mayor



**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) No person shall park any truck, 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.

(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.

(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.

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

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

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*   2   *day of* \_\_\_\_\_, 2019.

This ordinance was adopted on \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

<b>Committee</b>	<b>Report</b>
A. Industrial Development Authority	No meeting/no report
B. Planning Commission	No meeting/no report
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	No meetings/no report
G. Utilities Committee	No meetings/no report
H. Personnel Committee	No meetings/no report
I. Town/Sweet Briar Sewer Use Advisory Commission	No meetings/no report
J. Lynchburg Regional Business Alliance	Attended Board meeting on August 22, 2019
K. Central Virginia Planning District Commission	No meetings/no report
L. Amherst County Chamber of Commerce	Attended Board meeting on August 14, 2019



# AMHERST POLICE DEPARTMENT



## MONTHLY REPORT

### August 2019

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

CALLS FOR SERVICE	NUMBER
MOTORIST ASSIST	30
ALARM	4
PHONE COMPLAINT	48
BOLO	17
MISSING PERSON	
SHOPLIFTING	1
PROBLEM WITH OTHERS	10
DOMESTIC	1
CHECK WELFARE	2
NOISE OR DOG COMPLAINT	1
TRAFFIC CRASH	4
EMS CALLS	5
SUDDEN DEATH	
SUSPICIOUS PERSON	2
FUNERAL TRAFFIC	2
OTHER	40

OFFICER INITIATED	NUMBER
BUILDING CHECKS	136
BUSINESS VISIT	62
BUILDING SEARCH	3
TRAFFIC SUMMONS	33
DRUNK IN PUBLIC	
EXTRA PATROLS	299
WARRANT SERVICE	3
PROPERTY WALK AROUNDS	26
WARRANTS OBTAINED	6
PARKING TICKETS	
MISD. INVESTIGATION	12
FELONY INVESTIGATION	10
NARCOTICS INV.	
SEARCH WARRANT	
PUBLIC RELATIONS	8
CITIZEN CONTACT	548

WARNINGS	NUMBER
SPEEDING	4
EQUIPMENT VIOLATION	9
RECKLESS DRIVING	
SUSPENDED LICENSE	1
INSPECTION/REGISTRATION	3
SEAT BELT / TEXTING	
ALL OTHER VIOLATIONS	7

TRAFFIC STOPS TICKETED	NUMBER
SPEEDING	16
EQUIPMENT VIOLATION	
RECKLESS DRIVING	1
SUSPENDED LICENSE	
INSPECTION/REGISTRATION	
SEAT BELT / TEXTING	
ALL OTHER VIOLATIONS	13

ARREST	NUMBER
MISDEMEANOR	5
FELONY	
EPO/PPO	
ECO	1 2hrs
NARCOTICS VIOLATION	
DUI / DUID	1

OTHER	NUMBER
ASSIST OTHER OFFICER	30
ASSIST OTHER AGENCY	36
COURT	10
REPORTS	14
SCHOOL / TRAINING	
MEETINGS	14
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- 217

Miles patrolled- 8124





# 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:** September 4, 2019  
**Re:** August 2019 Monthly Report

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**Utilities** – 1161 bills were cut totaling \$174,237.72

**A/P** – A total of 68 checks were cut totaling \$279,257.12 for August 2019 bills.

**Meals and Beverage Tax** – 13 Businesses paid \$41,576.06 in Meals and Beverage Tax for the month of July.

**Taxes** – After a few more bank lien processes and DMV stop payments, our outstanding balances for 2018 License Fees are down to \$2,031.60. We have received 2019's files from the County and have sent them to our software company for conversion. Bills are always due December 5<sup>th</sup> of each year.

**Business License** – Business License applications and payments were due May 1, 2019. Any applications and payments received after May 1<sup>st</sup> will have a 10 percent penalty added and interest added starting June 1, 2019. We received a few payments based on the assessments that Dee mailed out the beginning of July. Bank liens were applied to all other outstanding payments on August 7, 2019. For the 2019 year we have received \$127,241.17 in business tax.

## **Clerk of Council August 2019 Report**

### **Committee Meetings**

#### **Town Council**

Schedule and confirm 8-7-19 special session; receive and review agenda packet for special session meeting; post agenda packet to website; prepare for and attend meeting; draft minutes for approval; post to Town website

Receive and review agenda packet for 8-14-19 meeting; post agenda packet to website; prepare for and attend meeting; draft minutes for approval

**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 notices with details
  - Update Calendars, Hot Topics, News Room items including:
    - DMV Connect Flyer and Notification for 8.17.19 and 9.20.19
    - Mayor's Remarks
    - Town Managers Radio Interview
  - Application Information for Board of Zoning Member
  - Add Events Page; add Christmas Parade Subpage; add Christmas relative Christmas parade entry forms and information subpages and content
  - Update Council Member, IDA and Board of Zoning information pages

### **Town Facebook Administrator**

Post to Town's Facebook page:

- Create content and/or share links to community events and news; Monitor feedback

### **Christmas Parade**

Prepare parade forms:

- Christmas Parade Theme Contest Entry Form (Fillable)
- Christmas Parade Theme Contest Announcement
- Christmas Parade Entry Application (Fillable)
- Christmas Parade Info– Order of Lineup, Parade Route, Line Up/Check-in, Judging of Floats

### **FOIA**

- Receive and respond to two FOIA Requests
  - (1) Prepare and send response letter
  - (2) Prepare first response letter; receive confirmation; meet with Town Manager; compile/review response information; prepare and send second response letter

### **APPOINTMENTS**

- Prepare oath and cover letter to Amherst Clerk re appointment of Sharon Turner, Council Member
- Prepare oaths and cover letters to Amherst Clerk re appointment of Clifford Hart to Industrial Development Authority, and to Judge of Amherst Circuit Court re recommendation of appointment of Edward Carton to Board of Zoning
- Correspond with Appointees re confirmation of appointment and taking oath of office

**Other:**

- Update and Finalize for Presentation - Proclamation for Constitution Week
- Prepare legal ads: Amendment to Town Code (parking ordinance); Board of Zoning vacancy; send for publication
- Prepare public hearing notices: Town Council special session; amendment to Town Code (parking ordinance)
- Track Council Member COIA Mandatory Training
- Prepare miscellaneous purchase orders
- Renew VMCA and NALA Memberships – Thank you

Town of Amherst Committees as of August 31, 2019 Update; See Attached.

# Town of Amherst Committees as of August 31, 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
<b>VACANCY</b>	<b>01/01/19</b>	<b>12/31/22</b>
Sarah B. Ogden	01/01/19	12/31/20
Kenneth G. Bunch	01/01/19	12/31/20
Sharon W. Watts	08//07/19	TBD by 11/05/19
(See Vacancy above)	Special election certification/ Taking of oath	

**PLANNING COMMISSION**

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

**BOARD OF ZONING APPEALS**

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

**INDUSTRIAL DEVELOPMENT AUTHORITY**

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

**PROPERTY MAINTENANCE INVESTIGATION BOARD**

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

**REGION 2000 REGIONAL COMMISSION/MPO**

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

Appointed/Term Expires

**CENTRAL VIRGINIA TRANSPORTATION COUNCIL (MPO)**

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

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

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

**JOINT COMMITTEE ON COOPERATION**

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

(3 Appointments from Amherst County)

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

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

**COMMUNITY RELATIONS AND RECREATION COMMUNITY**

- Sarah B. Ogden (Chairman) and [REDACTED] (TBA)
- 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  
 August 2019

SUBMITTED BY: GARY S. WILLIAMS,  
 DIRECTOR OF PLANTS

SUBMISSION DATE: September 4, 2019

**Grandview Water Filtration Plant,**

Daily Water Withdrawal and Production:

	Total, million gallons	Average, million gallons	Max, million gallons	Min, million gallons
Raw Water	10.190	0.340	0.510	0.150
Produced	8.720	0.290	0.450	0.120
Delivered	8.240	0.270	0.450	0.110

**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	5.991	0.193	0.264	0.153

Of particular note, the Plants Department staff would like to welcome new hire Mr. Matthew D. Simpson on board as a Water Operator Apprentice. Matt is stepping into the position vacated by Mr. Foutty and holding a Bachelor in Psychology will be able to sit for his Class 3 water license in 6 months and his Class 2 within the year.

Mr. Fred W. Adams completed his first-year service and experience on August 20<sup>th</sup> and also completed his first year at the Virginia Tech Short School for Wastewater Operators. Fred's application to sit for his class 3 has been sent off to DPOR, and within the few weeks, he will be sitting for his Class 3 Wastewater Operators License.

Kudos go out to Mr. Gary (Buddy) P. Smith, Jr. who has been covering the vacated operators position at the water plant and working as needed, filling in while Ms. Cash was on vacation. Mr. Smith's on point mechanical knowledge has been able to point out needed changes and in most cases, was able to correct those needs.

# Utility/Town Maintenance and Construction Report

Aug-19

Water Meter Read	1150
Water Meter Re-Read	43
Disconnects	15
VA-811 Service locations	29
Vehicle PM Work Orders	28
Pump Station/Plant Work Orders	24
Banners Installed/Dismantled	1
Water Services Installed/Replaced	3
Sewer Services Installed/Replaced	0
Minor Leaks ks Repaired	3
Major Leaks Repaired	0
Minor Sewer Problems Resolved	3
Major Sewer Problems Resolved	0

## Man Hours

Meter Reading	76
Street/Sidewalk Maintenance	158
Safety Training	2
Bush Hogging	94
Flushing Water	65
Equipment Maintenance	80
Xmas decorations	0

## Major Issues & Comments

Grass cutting and bush hogging its the season.

## Routine/Annual Work

Service Work Orders  
 Meter Reading  
 Prev-Maint Work Orders  
 Disconnects  
 Re-connects  
 Flushing Program  
 in Select Locations

## Projects/Unusual Work

Locating Un-marked/Unknown Water & Sewer System Assets  
 Continue Safety and Shop/Yard Clean-up  
 Staff has been working on finding water valves and addressing issues  
 Working on clearing water right of ways.

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

W. THOMAS BERRY

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

Sept 2, 2019

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

Attn: Sara Carter- Town Manager

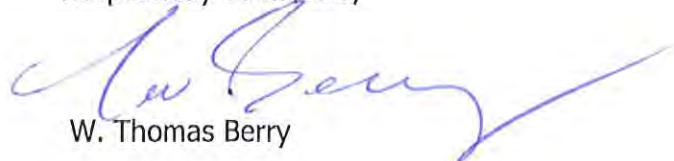
Re: Monthly Report to Town Council  
(August 2019)

Dear Ms. Carter and Council,

My report on work regarding the following matters:

1. Recodification: Review of background on Charter (Amendment Process).
2. IDA/ Town: No meeting this month.
3. Town Council Meeting: Attendance at the monthly scheduled meeting on August 14, 2019.
4. Personnel: Began review on Town of Amherst Police Department Policy and Procedure.
5. Business: Background research regarding Town Policy, Charter and Code. Additional review of Comcast Agreement.
6. Upcoming Work: Special Election. Police Department policies.
7. Access to Town Attorney: My email address is tammy@tomberrylaw.com. Please feel free to use this email access provided, and I will promptly return any communication. My home phone (434) 946-9501; office phone (434) 263-4886.

Respectfully Submitted,



W. Thomas Berry

WTB/tpg

**W. THOMAS BERRY, LLC**

**Invoice**

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

Date	Invoice #
9/3/2019	8966

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

<b>Terms</b>
Due on receipt

Description	Qty	Rate	Amount
8/5/19 REVIEW COMCAST	1	175.00	175.00
8/6/2019 COMCAST CONTRACT	1	175.00	175.00
8/7/2019 RESEARCH PUBLIC COMMENT	2	175.00	350.00
8/8/2019 RESEARCH ABANDONMENT	1.5	175.00	262.50
8/8/2019 RESEARCH SPECIAL ELECTION	1	175.00	175.00
8/13/2019 ATLANTIC COAST LEASE, COMCAST AGREEMENT, MTN BIKE LEASE, SPECIAL ELECTION, CHARTER TOWN PACKAGE, AMEND CHARTER	3.5	175.00	612.50
8/14/2019 COMCAST REVIEW	1.5	175.00	262.50
8/14/2019 CALLS TO CAMPBELL COUNTY	0.8	175.00	140.00
8/14/2019 CALLS TO NELSON COUNTY	0.5	175.00	87.50
8/14/2019 TOWN MEETING	2	175.00	350.00

<b>Total</b>	\$2,590.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$2,590.00



# 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

July 25, 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:** Tom Stratton  
Everett Chadbourne  
Denise Gillett  
A. C. Whitehead

**Call to order:** The Robert E. Lee Soil and Water Conservation District Board of Directors regular meeting was held at The Spring House Restaurant, 9789 Richmond Hwy, Virginia, on July 25, 2019. The meeting convened at 6:00 p.m., Barry Lobb, Chairman, presiding.

**Acknowledgement of Guests:** Everett Chadbourne, Denise Gillett and A. C. Whitehead from Timberlake.

**Adopting the Agenda:** Barry Lobb, Chairman, asked if there were any changes to the agenda. There being none, **motion was made to approve the agenda. (Perrow, Sigler, passed 4-0)**

**Reading and Approving the Minutes:** Barry Lobb, Chairman, asked if there were any corrections to the June 27, 2019 minutes (copy filed with the minutes). There being none, the minutes are approved as read.

## REPORT OF OFFICERS/PARTNERS/STAFF

**1-Treasurer's Report** – Julius Sigler, Jr., presented the June report to the Board (copy filed with minutes). All bank statements were reconciled to the respective ledgers and QuickBooks program.

**2-DCR Conservation District Coordinator** - Mark Hollberg, CDC, presented his July report to the Board (copy filed with minutes).

- Administration/VACS –
  - The fourth quarter Attachment E was received.
  - The FY20 VACS manual is available on the DCR/DSWC website and includes the FY20 policies and Poultry Litter Transport section.
  - The *2019 Desktop Procedures for Fiscal Operations* provides guidance on page 12 regarding reserve fund balances.
  - Any residual RMP-TRC training funds can be used for travel expenses related to attending Conservation Planning training including recertification contact hours.
  - PY2020 VACS manual, page II-14 “BMPs initiated prior to submitting a cost share or tax credit application are not eligible.” Producers interested in cover crop BMPs need to sign a FY20 contract part 1 prior to planting.
- Miscellaneous –
  - 2019 Clean Water Farm Award – Grand Basin nominations are due October 1.
- Dates to remember –
  - July 9 – AgBMP TAC meeting – VDOF/Charlottesville
  - August 6 & 7 – VACS update webinars
  - August 14 – AgBMP TAC meeting – VDOF/Charlottesville
  - September 25 – VSWCB meeting – subcommittee to study baseline TA formula

**3-USDA Natural Resources Conservation Service** - Don Yancey, District Conservationist, presented his July report to the Board (copy filed with minutes).

- EQIP –2 remaining approved applications waiting to become contracts.
- CSP – received 11 regular CSP applications for FY19 – 2 have been pre-approved for funding. Received 24 applications for the 2019 CSP Grassland Conservation Initiative. Applications received after July 19 will be rolled into FY2020.
- Conservation Plan for Board Approval – **Motion was made to approve a conservation plan for ECP project ID number 2607 in Campbell County. (Sigler, Perrow, passed 4-0)**
- Food Security Act Compliance Reviews – Emily Baynard, Soil Conservationist in Rocky Mount, VA, conducted the 2019 Rustburg Service Center reviews for 5 farms. No significant issues were found.
- Outreach, Training and Upcoming Events –
  - NRCS will hold the 2019 Cultural Diversity Day on August 6 at the Booker T. Washington National Monument in Franklin County.
  - JED meeting – August 26 at the Farmville office.

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

- Responded to a landowner who planted 388 acres in seedlings and they died. Follow-up revealed the seedlings came from a nursery in Georgia.
- 17 acres have been planted under the James River Buffer Program which provides 100% cost share to the landowner.

- Will be assisting with the Appomattox County High School Forestry Team this fall.

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

- Hearing from farmers who were told hemp was supposed to grow anywhere and it is not. The farmers are relying on consultants for information which carries a hefty price.
- Enjoyed a good summer camp season.

**6-RELSWCD Ag BMP Senior Conservation Specialist:** Jonathan Wooldridge presented his July report to the Board (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. The final ACSA project is nearing completion and will finish up the district co-cost shared projects in the watershed. Three large animal waste structures are in the planning stages.
- 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. Also, uploading past watershed dam inspections on the data base.
- Agriculture Stewardship Act – Accompanied Darryl Marshall on an ASA complaint in Amherst County on July 1 involving beef cattle manure close to a neighbor’s well. There were no visible signs of direct pollution between the distance of the manure stack and topography of the land. The case was determined to be unfounded.
- Drafted job description for District Manager/Conservation Specialist position, job description and ad for Part-time Conservation Technician (copies attached to joint committee meeting minutes), and inquired about getting District health insurance coverage through Appomattox County.
- Practices and Conservation Plans presented for Board approval –

<b>Contract/ Instance#</b>	<b>Prac</b>	<b>Co</b>	<b>Est. Cost</b>	<b>CS amt</b>	<b>TC</b>	<b>Fund</b>	<b>Comp Date</b>
None							

- Meetings attended:
  - July 16 – joint meeting of the Personnel and Budget committees – District office
- Future meetings:

**7-RELSWCD Ag BMP Conservation Specialist 2 -** Dave Sandman presented his July report to the Board (copy filed with minutes).

- Currently taking applications for FY2020 Outside Chesapeake Bay which has a cost share allocation of \$243,440.00.
- Practices and Conservation Plans presented for Board approval -

<b>Contract# Instance#</b>	<b>Prac</b>	<b>Co</b>	<b>CS amt</b>	<b>TC</b>	<b>Fund</b>	<b>Comp Date</b>
10-15-0039 205992	SL-6	Appo	\$45,944.09	NA	2019 OCBVACS Trans	6-30-20
10-15-0039 205992	SL-6	Appo	\$6,056.25	NA	2018 OCBVACS Trans	6-30-20
10-15-0039 205992	SL-6	Appo	\$8,294.66	NA	2019 OCBVACS SL-6 Supp	6-30-20
10-15-0079	SL-6	Camp	\$58,995.00	NA	2019 OCBVACS SL-6 Supp	6-30-20

208438						
10-15-0055	SL-6	Camp	\$123,834.00	NA	2019 OCBVACS SL-6 Supp	6-30-20
206809						
10-15-0036	SL-6	Camp	\$94,536.00	NA	2019 OCBVACS SL-6 Supp	6-30-20
205539						
10-15-0008	SL-6	Camp	\$35,835.00	NA	2019 OCBVACS SL-6 Supp	6-30-20
198031						
10-15-0084	SL-6	Camp	\$21,055.00	NA	2019 OCBVACS SL-6 Supp	6-30-20
208450						
10-15-0052	SL-6	Camp	\$36,540.00	NA	2019 OCBVACS SL-6 Supp	6-30-20
206277						
10-15-0092	SL-6	Camp	\$59,035.00	NA	2019 OCBVACS SL-6 Supp	6-30-20
208473						
10-15-0086	SL-6	Camp	\$16,075.00	NA	2019 OCBVACS SL-6 Supp	6-30-20
208455						
10-15-0099	SL-6	Appo	\$11,215.00	NA	2019 OCBVACS SL-6 Supp	6-30-20
208540						
10-15-0043	SL-6	Camp	\$145,000.00	NA	2019 OCBVACS SL-6 Supp	6-30-20
205999						
10-15-0047	SL-6	Camp	\$105,765.00	NA	2019 OCBVACS SL-6 Supp	6-30-20
206003						
10-15-0105	SL-6	Camp	\$112,035.00	NA	2019 OCBVACS SL-6 Supp	6-30-20
208624						
10-15-0105	SL-6	Camp	\$56,195.00	NA	2019 OCBVACS SL-6 Supp	6-30-20
236745						
10-15-0105	SL-6	Camp	\$77,395.00	NA	2019 OCBVACS SL-6 Supp	6-30-20
236755						
10-15-0101	SL-6	Camp	\$33,165.00	NA	2019 OCBVACS SL-6 Supp	6-30-20
208562						
10-15-0102	SL-6	Camp	\$60,805.00	NA	2019 OCBVACS SL-6 Supp	6-30-20
208563						
10-15-0072	SL-6	Camp	\$86,395.00	NA	2019 OCBVACS SL-6 Supp	6-30-20
207064						

**Motion was made to approve contract 10-15-0039, instance 205992, SL-6 practice for \$60,295.00 in cost share as follows – 2019 OCBVACS Transfer \$45,944.09, 2018 OCBVACS Transfer \$6,056.25, 2019 OCBVACS SL-6 Supp \$8,294.66; and to approve the remaining 17 2019 OCBVACS SL-6 Supp contracts listed above totaling \$1,133,875.00 in cost share all with a completion date of 6-30-2020 and the conservation plans for each project. (Perrow, Sigler, passed 4-0)**

- Meetings attended:
  - July 18 – Staff meeting – District office
- Future meetings:

**8-RELSWCD Office Administrator** - Julie Stratton presented her July report to the Board (copy filed with minutes).

- Distributed the approved May minutes and mailed meeting packets to absentee directors.

- Prepared the June Employee time report and distributed to directors.
- Prepared the draft minutes of the June 27 regular BOD meeting and distributed for review.
- Updated the Cost Share ledger with approved and carryover practices.
- Prepared the June Treasurer’s and Budget report and forwarded to the treasurer for review.
- Processed the July payroll, taxes, and retirement.
- Prepared the draft agenda for the July 25 regular BOD meeting and forwarded to the Chairman for review.
- Prepared and submitted the quarterly tax and VEC reports, reconciled with QBs.
- Prepared and submitted the 4<sup>th</sup> quarter Attachment E with supporting documents, reconciled with QBs and the BMP tracking program.
- The Neopost postage meter rental agreement was completed on 7-10-19.
- Two applications were received for the Office Administrator position and reviewed by the Personnel committee.
- Monitored the monthly internet usage.
- Revised the 2019-2020 Operational Budget to reflect the Technical Assistance funding, Education Specialist VRS Hybrid Voluntary/employee – Match/employer increase, updated the 6-30-2020 estimated year-end account balances, and 6-30-19 cost-share balances and forwarded to the Budget committee.
- Prepared and submitted the District Financial Report for July 2018-June 2019 to be included in the Annual Report. The figures reconcile with the fiscal year profit and loss statement.
- Asked for clarification from the Personnel committee concerning staff taking comp time for travel time.
- Tax credit certificate –

<u>Contract #</u>	<u>Instance #</u>	<u>Practice</u>	<u>Tax Credit Amount</u>
None			

- Meetings attended:
  - July 18 – Staff meeting – District office
- Future meetings:

**9-RELSWCD Conservation Education Specialist** – Hannah Tillotson presented her July report to the Board (copy filed with minutes).

- Meetings –
  - July 17 – VASWCD Education Committee meeting – Mechanicsville, VA
  - July 24 – Regional Native Plant Campaign Networking and Planning meeting – Rocky Mount, VA
- Programs-

<u>Name</u>	<u>Date</u>	<u>Location</u>	<u>People Reached</u>
4-H Camp – Creek Life	7-2/7-4	Holiday Lake 4-H Center	22
4-H Camp – Recreation	7-3	Holiday Lake 4-H Center	4
ACA Day Camp	7-22	Appomattox Christian Academy	50

- Upcoming –
  - August
    - Meeting with Nat Draper/JRA – August 2
    - Graves Mountain Lodge Training – August 20-21
-

- Requests –
  - Facebook page – draft Social Media Policy attached to report for review. Include on August agenda.
  - Newsletter for website attached for review. Include on August agenda.

## REPORT OF COMMITTEES

**10-Budget/Personnel Joint Committee meeting minutes** – Julius Sigler, Jr., and Carolyn Hutcherson, chairs.

- Jonathan Wooldridge was tasked with developing a District Manager/Senior Conservation Specialist position job description for the Board to review. Jonathan would continue as Senior Conservation Specialist and expand position to include District Manager.
- Reviewed the 2 job applications for the Office Administrator position and will contact by telephone. Re-advertise the position on the VASWCD and District websites, in the News-Advance newspaper, and forward advertisement to Barry Lobb for posting.
- Will review the Part Time Conservation Technician position job description. **Motion was made to move forward with hiring a Part Time Conservation Technician. (Perrow, Sigler, passed 4-0)**

## UNFINISHED BUSINESS

**11-VA Soil and Water Conservation Board/TWID letter** – Barry Lobb, Chairman.

- Letter dated June 17, 2019, addressed to Barry Lobb, RELSWCD Chairman, from Richard Street, Chair, VSWCB, stating the VSWCB has numerous questions about the WID and its administration and operation. The Board requests the presence of appropriate representatives from RELSWCD and at least one potential trustee of the WID at the September 25, 2019, meeting.
  - Barry Lobb and Doug Perrow will attend representing the RELSWCD.
  - Denise Gillett representing Timberlake presented answers to the questions asked in the June 17 letter (copy attached to the minutes).
- **Motion was made to request of the Campbell County Court a referendum for the purpose of taxation, to approve the levy of a tax to be expended for the purposes of the Timberlake Watershed Improvement District. Furthermore, this referendum is to determine whether the governing body of the watershed improvement district shall incur indebtedness or issue bonds for one or more of the purposes for which the watershed improvement district was created. (Perrow, Sigler, 3 ayes – 1 abstention / Carolyn Hutcherson)**

## NEW BUSINESS

## PUBLIC COMMENT

## ANNOUNCEMENTS

**ADJOURNMENT** - The Chair adjourned the meeting at 7:20 p.m.

*/s/ Barry Lobb*  
Barry Lobb, Chairman

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



# Robert E. Lee Soil and Water Conservation District July 2018-June 2019 Annual Report

## ROBERT E. LEE SOIL & WATER CONSERVATION DISTRICT

7631 A Richmond Highway,  
Appomattox, VA 24522  
Office 434-352-2819  
Fax 434-352-9405  
www.releeconservation.com

*Serving the Counties of  
Amherst, Appomattox,  
Campbell and the City of  
Lynchburg*

The mission of the Robert E. Lee Soil and Water Conservation District is to be a leader in natural resource conservation through partnerships, conservation education and technical assistance. The District covers an area of about 1385 square miles. Programs and initiatives are directed by a Board of Directors. Two Directors are elected to four-year terms from each of the counties and the City of Lynchburg in the regular general elections. Two additional Directors are appointed; one serves as a Director at-large and the other represent Virginia Cooperative Extension. Associate Directors are also appointed by the Board for their expertise, as they apply to the District's mission. The long range responsibilities of Soil and Water Conservation Districts are to provide technical assistance, educational resource and cost-share funding to producers and landowners to install conservation practices that reduce soil erosion. These will prevent non-point source pollution from entering our water resources. The staff is responsible for the following: Administration of the Agricultural Cost-Share Program (VACS), operate and maintain six watershed dams for flood control in Appomattox and Campbell Counties, conservation education and outreach, grant oversight for special watershed initiatives, and coordination of District operations.

The Commonwealth of Virginia supports the Robert E. Lee Soil and Water Conservation District through financial and administrative assistance provided by the Department of Conservation and Recreation.

The Board of Directors meets the fourth Thursday of the month (January-November) at the Spring House Restaurant (9789 Richmond Highway Lynchburg, VA) at 6:00pm. The meeting facility is accessible to persons with disabilities. All meetings are open to the public. Please call to confirm in case of cancellation or location change.



### Board of Directors

- Barry Lobb-Amherst
- Julius Sigler-City of Lynchburg
- Doug Perrow- Campbell
- Paul Spiggle- Appomattox
- Carolyn Hutcherson- Campbell
- Robert Martin- Appomattox
- Bruce Jones- Appomattox Ext. Agent
- Frank Goodwin (Former)
- Erin Hawkins (Former)
- Amherst Director Position Open

Pictured left to right: Julius Sigler, Barry Lobb, Bruce Jones, Carolyn Hutcherson, Doug Perrow

### Staff



- Amherst Watershed Coordinator
- Anne Marie Roberts  
(until Feb. 2019)

Office Administrator  
Julie Stratton  
julie.stratton@releeconservation.com

Conservation Education Specialist  
Hannah Tillotson  
hannah.tillotson@releeconservation.com  
(Started June 2019)

Ag. BMP Conservation Specialists:

Chesapeake Bay Watershed	Outside Chesapeake Bay Watershed
Jonathan Wooldridge	David Sandman
jonathan.wooldridge@releeconservation.com	david.sandman@releeconservation.com

Pictured left to right: Julie Stratton, Jonathan Wooldridge, David Sandman, Anne Marie Roberts

All programs and services of the Robert E. Lee Soil and Water Conservation District are offered on a non-discriminatory basis without regard to race, color, national origin, religion, sex, marital status, or handicap.

## Financial Report

Robert E. Lee Soil and Water Conservation District  
Financial Report for fiscal year  
July 1, 2018—June 30, 2019

### ALLOCATIONS

#### Department of Conservation/Recreation

• Administrative Operational:	\$197,675.00
• Agricultural Technical Assistance:	\$ 40,902.00
• Dam Maintenance	<u>\$ 18,000.00</u>
	\$256,577.00

#### Department of Conservation/Recreation

• Chesapeake Bay VACS	\$208,500.00
• Outside Chesapeake Bay VACS	\$132,912.00
• Outside Chesapeake Bay RMP	<u>\$ 8,413.00</u>
	\$349,825.00

#### Interest Income

• Administrative Operational	\$ 1,942.00
• CB and OCB VACS	<u>\$ 2,387.00</u>
	\$ 4,329.00

#### Local Sources

• Amherst County	\$ 8,500.00
• Appomattox County	\$10,000.00
• Campbell County	\$10,000.00
• City of Lynchburg	\$10,000.00
• Town of Amherst	\$16,602.00
• Amherst Co Service Authority	\$17,857.00
• ACSA Cost Share Incentive	<u>\$17,250.00</u>
	\$ 90,209.00

#### Other Income

	<u>\$ 85.00</u>
	<u>\$701,025.00</u>

### EXPENSES

Administrative Operational \$351,942.00

#### Virginia Agricultural Best Management Practices cost share paid to agricultural producers in FY 2019

• CBVACS	\$1,044,552.00
• OCBVACS	\$ 247,520.00
• OCBRMP	<u>\$ 8,413.00</u>
	\$1,300,485.00

#### ACSA Cost Share Incentive paid to agricultural producers in FY2019

	<u>\$ 167,897.00</u>
	<u>\$1,820,323.00</u>

## Conservation Education

Hannah Tillotson's first day with the district was June 3, 2019. She is excited to start working in the district to bring educational programs to the public.

If you are interested in our educational programs, please contact Hannah at [Hannah.tillotson@releecoconservation.com](mailto:Hannah.tillotson@releecoconservation.com)



VFGC Field day at Lund Farm in Appomattox County

## 2019 Virginia Agricultural BMP Cost Shares

The Robert E. Lee Soil and Water Conservation District obligated \$ 366,335.00 in the Program Year 2019 to agriculture producers and non-industrial private forest landowners. District cost-share funding provided financial assistance for: livestock stream exclusion fencing, cover crop, nutrient management, livestock waste storage and afforestation of hay, crop and pastureland. The district had 3 contracts in the Outside Chesapeake Bay Basin and 6 in the Chesapeake Bay Basin. The District had a good mix of (6) livestock exclusion, (2) cover crop and (1) livestock waste structure practices.

## Watershed Dams

The Robert E. Lee Soil and Water Conservation District oversees the operation and maintenance of six watershed dams. Three watershed dams are located along the East Fork Falling River in Appomattox County. In Campbell County the three watershed dams are located along the Little Falling River. These impoundments provide flood control for large rain events. The District keeps a routine schedule on checking the watershed dams and in case of major rainfall events extra visits are required. All six watershed dams are now mowed and brush cut twice a year and has helped with control of brush and weeds. Each watershed dam's EAP has been updated and inspected.



## Amherst Watershed Landowners Recognized with Conservation Signs

The Amherst County Service Authority partnered with the District, NRCS and FSA on installing conservation practices within the protected watersheds of Amherst County.





## Natural Resources Conservation Service

We had 40 applications for our conservation programs in 2019. Of the 40 applications submitted 11 were approved for funding in our EQIP program. We have 11 applications in our CSP program that are under consideration for funding. Conservation work continues to be installed in our 78 active contracts. A wide range of conservation practices are included in these contracts.

The ECP Program was activated in 2019 due to tornado damage in Amherst and Campbell Counties. The 3 projects in Amherst County have been completed. One project in Campbell County is underway.

Our mission statement is "Helping People Help the Land". It takes a cooperative effort with all of our conservation partners and other natural resource management agencies to pursue this mission.

NRCS can be contacted by calling 434-332-6640, Ext. 3 at our Rustburg office or 434-352-6745 at the Appomattox office. Currently, we do not have an employee working from the Appomattox office on a regular basis. Our employee staff is: Don Yancey (FT District Conservationist), Jim Jarvis, (FT Soil Conservationist), Ann Evans (FT Soil Conservation Technician) and Lyle Shelton (PT ACES Soil Conservation Technician). We also have John Nicholson (PT ACES Soil Scientist) working from the Rustburg office.



Left to right: John Nicholson, Ann Evans, Don Yancey, Lyle Shelton and Jim Jarvis



### Amherst Tree Buffer Program

Volunteers assisted the Amherst Watershed Coordinator completed maintenance on 17 buffer projects this year. Maintenance of the project contributes to their success! Riparian buffers serve many beneficial functions including protecting drinking water supplies at the source.



### Invasive Plant Riparian Buffer Workshop

The District teamed up with the James River Association and the VA Forestry and Wildlife Group to provide the workshop.

## Department of Forestry

Forestry is an important business in Appomattox County. One and a half individuals with the Virginia Department of Forestry (VDOF) in Appomattox County manage approximately 155,000 acres of private forestland. Seventy five tracts for 3066 acres have been harvested this year in the County. Private Industry harvested 1065 acres and thinned 133 acres. Reforestation consisted of 24 tracts for 1093 acres of Loblolly Pine. This shows that approximately 235 acres was developed, cleared for agriculture, or allowed to regenerate naturally. Four tracts of Loblolly Pine were thinned for 351 acres. In order to reestablish Shortleaf pine in its natural habitat approximately 5 acres were planted this year. Longleaf pine is being promoted in the coastal areas while Shortleaf Pine is being reintroduced in the Piedmont area. Aerial release of Pine plantations from hardwood suppression totaled 12 tracts for 433 acres. Two conservation easements were established this year for 1230 acres.

Wildfire is always a threat to our forest resources and to homeowners. Fragmentation creates a new fire hazard as homeowners continue to build homes in the forest. Woodland home protection plans are highly recommended by the VDOF and are available upon request. Three fires totaling 6 acres have occurred so far this year. Quick response by the fire department and forestry keeps these fires to a minimum size. Smokey Bear is the main fire prevention tool used by the VDOF. The VDOF is responsible for promoting fire safety throughout the county and the school system. A Fire prevention program is presented at the Primary School in which each student gets to meet Smokey Bear in person. This totals 22 classes of 650 students. VDOF also participates in Little Farmer's Day and conducts a Natural Resource Day. Programs at higher-grade levels are available upon request. VDOF works closely with the Forestry teams at the middle and high school. Training for teachers to use materials directly related to the Standards of Learning and Project Learning Tree to promote conservation and protection of our natural resources is available. Wildland Fire Training is available to anyone who is interested at our Fire Academy located at Longwood University each year.

Water Quality is a top priority in Appomattox County. The VDOF monitors all harvesting operations to assure there is an excellent voluntary program of Best Management Practices and no violations of the Water Quality Law. If a violation occurs, the VDOF is responsible for implementing procedures to see that the problem is corrected. There were no violations out of 75 inspections this year. Cost share practices are available to the loggers. Timber harvesters have taken advantage of incentive programs available for thinning small tracts. We should complement the loggers for their efforts in trying to do the best they can in keeping our water clean.

Finally, the Town of Appomattox is currently celebrating its seventh year of being a Tree City U.S.A. member. The greatest asset that the Department of Forestry has is the great teamwork provided by the County and Town when projects are accomplished within the area and I thank you for that.

## Amherst Watershed Protection Program

Over the past 15 years, Roberts has worked with landowners within the protected watersheds of Amherst County to install conservation practices directly protecting the Town and Amherst County Service Authority's drinking water supply at the source. Since 2003, 19.5 miles of live-stock exclusion fencing has been installed in the protected watersheds through partnerships with the District's Virginia Agricultural Cost-share Program, ACSA local BMP funding grant, Natural Resources Conservation Services and the National Fish and Wildlife Foundation. Roberts also established the Amherst Tree Buffer Program in 2007. Volunteers assisted her with planting over 10,000 trees along 7 miles of waterways in Amherst County funded by forestry grants acquired totaling \$47, 253.00. In 2018, she developed the Amherst Pollinator Buffer Program which has helped two landowners install planted strips to help with source water protection and pollinator habitat. She will be leaving the Robert E Lee SWCD and joining the James River Association. In her new position she will be managing JRA's tree buffer program within the Middle James River Watershed, which includes Amherst County. She looks forward to partnering with the Robert E Lee SWCD, Amherst County Service Authority and other local agencies on getting riparian buffers on the ground in Amherst County and keeping her relationship with the Amherst County Community which she has grown to adore.



### Amherst County Fair

The District participated in and was a Friend of the Fair sponsor at the first Amherst County Fair held on Sweet Briar College Campus. The 2019 fair will be held on August 15-18<sup>th</sup>.

### Amherst Welcome Center Pollinator Garden

The Hill City Master Gardeners along with partners such as the District are planning a pollinator garden at the Depot in Amherst. This will provide a learning opportunity for residents and visitors alike to learn about pollinators and their habitat.



**ROBERT E. LEE SOIL & WATER  
CONSERVATION DISTRICT**

7631 A Richmond Highway,  
Appomattox, VA 24522

# **TOWN OF AMHERST**

## **BUDGET CALENDAR FOR FY 2020-2021**

**December 2019** – Office Manager prepares budget worksheets for department heads and mails out donation request forms to local organizations.

**January 27, 2020**– Deadline for budget requests from department heads and local organizations.

**February 10, 2020** – Office Manager presents prepared budget documents to Town Manager for recommendations.

**March 2020** – Finance Committee meets with Office Manager and Town Manager to review budget documents and recommendations.

**April 8, 2020** – Public hearing of FY21 budget at regular Council meeting.

**May 13, 2020** – Adoption and appropriation of FY21 budget at regular Council meeting.

## **CAPITAL IMPROVEMENTS PLAN FY 2020-2021**

**October 2019** – Office Manager sends out CIP requests documents to department heads.

**November 18, 2019** – Department heads submit CIP requests to Office Manager.

**December 2019** – Department heads and Town Manager meet to discuss CIP requests.

**January 2020** – Town Manager Presents CIP recommendations to Planning Commission.

**March 4, 2020** – Planning Commission public hearing on CIP requests.

**April 8, 2020** – Council public hearing on CIP requests.

**May 13, 2020** – Council adopts Capital Improvements Plan.

Camille S. Dean  
Paralegal

Direct: (804) 783-7251  
CDean@SandsAnderson.com

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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 water treatment facilities and is to be paid solely from certain revenues arising from the operation and ownership of the Town’s water system (**the “Revenues”**). 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 Revenues arising from the operation and ownership of the Town’s water system (**the “System”**) and on parity with the Town’s \$\_\_\_\_\_, Series of \_\_\_\_\_ (**the “Prior Bond”** as defined in the Resolution.)]

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, on parity with the Town's Prior Bond. 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 previously authorized and built a sewer system to serve residents of the Town and financed a portion of the cost of such system through the issuance, sale and award of the Prior Bond (as hereafter defined); and

**WHEREAS**, the resolution under which the Prior Bond was issued (**the “Prior Resolution”**) provided for the issuance of additional bonds upon certain terms and under certain circumstances as set forth therein; and

**WHEREAS**, the Town is not in default in the payment of principal of or interest on the Prior Bond or in the performance of any of the covenants, conditions, agreements or provisions contained in the Prior Resolution, and, within the limitations of the Prior Resolution, the Town is authorized to issue additional bonds (**the “Additional Bonds”**) secured on parity with the Prior Bond as to the pledge of the revenues of the System (as hereafter defined); 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) **“Debt Service Reserve Fund”** shall mean the fund of that name created pursuant to Section 5.4 hereof and held by the Town to be used as permitted pursuant to that section.

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



(k) **“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.

(l) **“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.

(m) **“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 2017 RD Bond and any supplements thereto.

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

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

(p) [**“Prior Bond”** shall mean the Town’s \$\_\_\_\_\_ .]

(q) [**“Prior Resolution”** shall mean the resolution adopted by the Town under which the Prior Bond was authorized and issued.]

(r) **“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.

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

(t) **“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.

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

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

(w) **“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 and the Prior 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 the Prior Resolution and 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 Thousand and 00/100 Dollars (\$10,077,000.00)] 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. The liens on such revenues of the System securing this Bond are on a parity, as applicable, with any similar liens on such revenues securing the Town’s [\$\_\_\_\_\_ Bond, Series \_\_\_\_] (**the “Prior Bond”**).

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. SUCH PLEDGE IS ON A PARITY WITH THE PLEDGE OF SUCH REVENUES SECURING THE PRIOR BONDS. 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 and the Prior Bond may be issued from time to time under the conditions, limitations and restrictions set forth in the Bond Resolution to finance the cost of the completion of the Project, the acquisition or construction of improvements, extensions, additions and replacements to the System, one or more projects duly authorized by the Town and made a part of the System, or to refund bonds of the Town, or for any or all of such purposes.

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

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

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

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

COUNTERSIGNED:

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

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

**CERTIFICATE OF AUTHENTICATION**

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

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

**TRANSFER OF BOND**

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

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

**CERTIFICATE OF PRINCIPAL ADVANCES**

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

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



**Schedule A**

Principal Installments Paid in Advance of Maturity Date

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

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

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

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

## ARTICLE IV.

### PREPAYMENT OF BOND

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

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

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

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

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

Section 4.3 Effect of Call for Prepayment. Upon compliance with the requirements contained in Section 4.2, the Bonds so called for prepayment in full shall become and be due and payable on the date fixed for prepayment, interest shall cease to accrue, such Bonds shall cease to be entitled to any benefit or security under this resolution and the registered owners of such Bonds shall have no rights in respect thereof except the right to receive payment of the prepaid installments of principal and accrued interest. The Bonds which have been duly called for prepayment in full and for payment of which moneys equal to the amount of all unpaid installments of principal and accrued interest shall be held in separate accounts by the paying agents in trust for the owners of the Bonds to be prepaid, all as provided in this resolution, shall not thereafter be deemed to be outstanding under the provisions of this resolution.

Section 4.4 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, (ii) the amounts required by Section 3.2 to be paid during the then current fiscal year on debt service for the Bonds and (iii) the amounts required under Section 5.4 to fund or replenish the Debt Service Reserve Fund.

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 on parity with the Prior Bond, subject only to the right to make application thereof to other purposes as provided herein.

Section 5.4 Debt Service Reserve Fund. On the first day of each month commencing in the first day of payment of the amortized amount for principal and interest, after making the payments required by Section 3.2, the Town shall transfer an additional amount equal to ten percent (10%) of 1/12th of the annual debt service on the Series 2017 RD Bond ([ \$\_\_\_\_\_ ] or such lesser or greater amount as may be agreed to by the Government) to the Debt Service Reserve Fund held by the Town until there has been accumulated and maintained therein [ \$\_\_\_\_\_ ] (one year's annual Debt Service, or such greater or lesser amount as may be agreed to by the Government) after which no further deposits shall be required except to eliminate any

deficiency in the Debt Service Reserve Fund. The Debt Service Reserve Fund shall be used (i) with the prior written approval of the Government to make transfers to the extent necessary (a) to pay the Debt Service due on the Bonds in the event that Net Revenues are insufficient therefor, (b) to pay the cost of maintenance, repairs or repairing or replacing any damage to the Project which may be caused by an unforeseen catastrophe, or (c) to pay the cost of extensions or improvements to the Project or (ii) if the Series 2019 RD Bond is being repaid in full, toward such repayment or as otherwise determined by the Town.

## **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 [and the Prior 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.

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Clerk, Town Council of the  
Town of Amherst, Virginia

**EXHIBIT A**

**PROJECT DESCRIPTION**

Improvements to the Town's sewer system.

## EXHIBIT B

### UNITED STATES OF AMERICA LOAN FORM RESOLUTION

RUS BULLETIN 1780-27

*Position 5*

APPROVED  
OMB. No. 0572-0121

#### LOAN RESOLUTION (Public Bodies)

A RESOLUTION OF THE \_\_\_\_\_

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.





**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 \_\_\_\_\_

**Edmunds & Associates, Inc.  
MCSJ Pro & Cloud Hosting Contract – Town of Amherst, VA**

**A. Introduction.**

This contract dated \_\_\_\_ day of August 2019 defines the responsibilities of the Town of Amherst, VA (client) purchasing MCSJ Pro application software and/or hardware from Edmunds & Associates, Inc. (vendor). The attached Proposal for MCSJ Application Software dated the 24th day of July 2019 is an addendum to this contract.

**B. Terms**

Subject to the terms and conditions of this Agreement, Edmunds & Associates, Inc. will provide MCSJ Pro Application Software and Cloud Hosting services for an initial 5-year contractual term of service. (“term”) Service shall begin upon MCSJ Pro installation on the Cloud Hosting Services hereafter known as the installation anniversary date.

Renewal fees will be automatically invoiced to Client’s account 60 days in advance of the installation anniversary date. All renewal fees must be paid in full 20 days prior to installation anniversary date.

This Agreement will automatically renew for successive three (3) year terms. Renewal prices are subject to change. Renewal of services by Client indicates agreement to any Contract revisions and price changes. Renewal fees for the following term will be automatically invoice to Client’s account.

**C. Vendor Responsibilities and Mutual Promises and Covenants**

Whereas, Edmunds & Associates is responsible for providing all hardware, system software, and MCSJ application software on the attached proposal, and

Unless otherwise noted training of MCSJ application software and installation of system software and hardware is the responsibility of the vendor, and

Whereas, Edmunds & Associates, Inc. is committed to providing the client with the highest level of support that is needed to ensure a successful installation.

Now therefore, in consideration of the mutual promises and covenants, the parties hereto agree that the client shall pay Edmunds & Associates, Inc., an amount as set forth herein, for services set forth in this document and attached proposal, all of which are hereby incorporated into and made part of this Contract. In addition the parties hereto agree as follows:

**D. Client Responsibilities.**

The client is expected to maintain the training schedule that is agreed upon and strict adherence to this schedule and performance of the tasks assigned to the client will greatly assist in the implementation of the client's new software application system.

The client's staff must dedicate adequate time and their undivided attention during training and completion of required tasks between sessions.

#### **E. Confidentiality & Proprietary Information.**

Each party acknowledges that, in the course of its performance of this Agreement, it may obtain Confidential/Personal Information of the other party. The duty to protect any such Information shall survive the termination of this Agreement. The Recipient of any such Information shall use the same level of care to protect the Information of the Discloser that Recipient takes to protect its own confidential information.

The Client shall not disclose Confidential Information except as required by the Client's State Open Public Records law. The vendor acknowledges that it may designate any documents "confidential" or "trade secret" at the time of their initial disclosure to the client to make them "confidential records" within the meaning of the Client's State law. Recipient shall not disclose the Confidential Information of Discloser to any employees, contractors, or other third parties except as specifically authorized by Discloser or as necessary to perform Recipient's obligations under this Agreement. Recipient shall indemnify Discloser for damages or costs incurred by Discloser as a result of the unauthorized use, disclosure or distribution of any Information facilitated by Recipient's breach of these confidentiality obligations.

#### **F. Warranties.**

Edmunds & Associates, Inc. will not be responsible for any damages that may be suffered by the Client, including loss of data resulting from delays, non-deliveries, or service interruptions by errors or omission of Client.

Client acknowledges that Vendor does not control the transfer of data over the internet and that service may be subject to limitations, delays and other problems inherent in the use of such communication facilities. Vendor is not responsible for any delays, delivery failures or other damage resulting from such problems.

Connection speed represents the speed of an end-to-end connection. Edmunds & Associates, Inc. does not represent guarantees of speed or availability of end-to-end connections. Edmunds & Associates, Inc. expressly limits its damages to Client for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Edmunds & Associates, Inc. specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

Cloud Hosting Services provided will be performed with the highest standards of the vendor's industry providing greater than 99% up time. Client shall be solely responsible for properly configuring and operating its hardware and internet connections to permit access to and use of the Cloud Hosted Services.

### **G. Client Data and Ownership**

Client shall remain the sole and exclusive owner of its data. Vendor will not release any data or records unless compelled by a court or agency with jurisdiction. Client acknowledges that Vendor has no delivery obligation of the MCSJ Pro programs to you as part of the Cloud Hosted Services. Vendor retains all ownership and intellectual property rights to the services and MCSJ Pro programs and Cloud Hosting Services.

### **H. MCSJ Pro Support**

MCSJ Pro includes five (5) Level 1 severity cases for basic support services of the application software tracked by an internal ticketing system. Methods for contacting support include phone, email, and web chat. Consulting, reconciling and other professional services are excluded.

Unlimited support is included for errors that prevent the software from performing as intended that are both reproducible and not caused by user neglect. System upgrades, new release enhancements as well as changes for mandated federal and state reporting requirements are included.

### **I. Termination.**

Edmunds & Associates, Inc. may terminate this Agreement at its sole discretion upon the occurrence of one or more of the following events: 1) failure to comply with any provisions of the Agreement upon receipt of written notice from Edmunds & Associates, Inc. of said failure, 2) upon mutual agreement in writing of Edmunds & Associates, Inc. and Client.

## **J. Indemnification.**

Client shall indemnify and hold Edmunds & Associates, Inc. harmless from and against any and all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted or imposed against Edmunds & Associates, Inc. directly or indirectly arising from or in connection with any breach of this Agreement by Client.

Edmunds & Associates, Inc. shall indemnify and hold Client harmless from and against any and all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorney's fees) of whatsoever kind and nature that may be asserted, granted or imposed against Client directly or indirectly arising from or in connection with any breach of this agreement by Edmunds & Associates, Inc.

## **K. General.**

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. A failure by any party to exercise or delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

## **L. Hardware.**

All hardware provided by the vendor will either meet or exceed the specifications listed on the latest proposal, and unless noted otherwise, the manufacturer's product listed on the proposal will be that provided by the vendor.

Now therefore, no responsibility is assumed for hardware not purchased from Edmunds & Associates, and the original manufacturer warrants all hardware proposed for one year.

## **M. Third Party Software.**

Whereas, all third party software purchased by the client is covered by the original manufacturer's warranty and is bound by the stated license agreement, and the vendor assumes no responsibilities for these products.

Now therefore, support for these products is solely from the original software manufacturer and not from the vendor and this includes off the shelf software products such as MS Office, Google, and the like.

**N. Payment Terms and Costs**

Vendor may at its sole discretion suspend client’s right to use any product or services if payment is in arrears for more than 30 days.

September, 14 2019	Payment I	<b>\$28,000.00</b>
August 15, 2020	Payment II	<b>\$8,050.00</b>
August 15, 2021	Payment III	<b>\$8,050.00</b>
August 15, 2022	Payment IV	<b>\$8,050.00</b>
August 15, 2023	Payment V	<b>\$8,050.00</b>

- MCSJ Pro does NOT include database engine; ie: Pervasive or MS SQL
- AWS Relational Database Services is utilized for Cloud Hosted
- MCSJ Pro MCSJ Pro Cloud Hosting includes scheduled redundant back ups

**O. Conversion of Existing Data**

MCSJ Pro includes the Finance Chart of Accounts conversion only.

**P. Software License**

Whereas, Edmunds & Associates hereby grants to Client a personal, nonexclusive, and nontransferable license and right, for the duration of this Agreement, to use any software accessed or obtained by Client hereunder solely in accordance with the applicable Request for Proposal and for no other purposes.

Now therefore, client shall not, and shall not permit End Users to (a) distribute, sell, assign, transfer, or sublicense the software, or any part thereof, to any Third Party; adapt, modify, translate, reverse engineer, de-compile, disassemble, or create derivative works based on the software or any part thereof; (c) copy the software, in whole or in part, without including appropriate copyright notices; (d) except for providing electronic banking services to Client's customers, use the software in any manner to provide service bureau, time sharing, or other computer services to Third Parties; (e) export the software outside the United States, either directly or indirectly.

**Q. Merchant Service Provider**

Edmunds & Associates does not support any 3rd party merchant service provider payment services or interfaces other than MCSJ WIPP (Web Inquiry/Payment Portal) which is fully integrated. Any 3rd party integration, reconciliation, support or technical services will be billable at \$ 225 per hour.

**R. Acceptance**

In Witness Whereof, it is the intent of the parties that Vendor and Client have signed this Contract and further, that the parties have executed this Contract the day and year first written above.

Witness: Edmunds & Associates, Inc.  
\_\_\_\_\_  
By: \_\_\_\_\_  
Richard L. Evoy, President

Witness: Town of Amherst, VA  
\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
Printed name/title

Section I: Applications	Remote Training Sessions	Extended Price
MCSJ Pro		\$18,500.00
Finance Super Suite	4	
Personnel (Payroll & Human Resources)	4	
Utility Billing & Collections	4	
Web Inquiry & Payment Portal	1	
AR/Business Licensing	2	\$1,500.00
Tax Collection	4	\$3,000.00
Work Orders	2	\$2,000.00
<b>Total:</b>		<b><u>\$25,000.00</u></b>

MCSJ Pro includes all the applications listed above. In addition to the applications the hosting and setup fees are included in the MCSJ Pro cost. The first year's maintenance fees (see Section II for years 2 through 5), remote training sessions (2 hours each), and product learning aids are included.

Attached as part of this proposal is a list of available optional add-on applications and hardware devices. If you are interested in purchasing any of the applications or hardware devices, please contact your account executive.

MCSJ Pro is sold as a 5-year contract.

Section II: Conversion	Extended Price
Finance - Chart of Accounts	\$0.00
Tax - Real Property Master File (optional)	\$1,500.00
Tax - Personal Property Master File (optional)	\$1,500.00
<b>Total:</b>	
	<b><u>\$3,000.00</u></b>

***\*The only conversion available for a MCSJ Pro installation is the financial chart of accounts. Additional conversions are available, but only for a MCSJ Enterprise installation. Changing from a Pro to an Enterprise solution will increase both cost and implementation time.***

Section III: Maintenance (beginning year 2)	Extended Price
MCSJ Pro Maintenance	\$6,500.00
AR/Business Licensing	\$450.00
Tax Collection Maintenance	\$600.00
Work Order Maintenance	\$500.00
<b>Total:</b>	
	<b><u>\$8,050.00</u></b>



*Expires: 8/31/2019*

**Proposal Notes:**

Data conversion for Real & Personal property tax is an additional \$3,000, NOT included in the listed price of \$25,000. Annual fee is NOT increased by conversions.

**Please forward all Purchase Orders to:**

Edmunds & Associates, Inc.  
c/o Melanie Rowan  
301 Tilton Road | Northfield, NJ 08225  
P: 888.336.6999 | F: 609.645.3111  
Email: [MelanieR@EdmundsGovTech.com](mailto:MelanieR@EdmundsGovTech.com)  
[www.EdmundsGovTech.com](http://www.EdmundsGovTech.com)

Edmunds GovTech understands the budget constraints of small local government entities. In the past, smaller organization's options for ERP software have been limited. Now with the release of MCSJ Pro, you can have a feature-rich, fully integrated, hosted ERP solution at a price that fits your budget.

## What does MCSJ Pro include?

**Hosting & Setup Services:** Edmunds uses Amazon Web Services EC2 to host our clients data. AWS provides redundant backups and top notch security to ensure your data is protected.

**Finance Super Suite:** The Finance Super Suite includes the general ledger, encumbrance accounting, accounts payable, contracts management, check reconciliation, fixed asset tracking, budgeting, capital projects, grant administration, project tracking, and robust reporting. A financial chart of accounts conversion is included.

**Personnel:** Personnel includes payroll, human resources, and time entry functionality and is federal and state statute compliant. All personnel applications are integrated with the Finance Super Suite.

**Tax Billing & Collections or Utility Billing & Collections:** The Tax Billing module can bill county, local, school, and personal property tax. All rate codes are fully customizable and compliant with statutes and regulations. The Utility Billing module is extremely customizable from multiple service types (water, sewer, electric, gas, wastewater, etc.) to unlimited meters and billing rate codes per account.

**Web Inquiry & Payment Portal (WIPP):** The Web Inquiry and Payment Portal allows customers to pay their tax or utility bills on-line. Payments can be made by credit card, debit card, or e-Check.

## Can I add additional applications?

If you would like to have both Tax Billing and Utility Billing & Collections, we will add the additional modules at an affordable price. There are many other add-on applications available:

- **Electronic Requisitions:** Allows user to make purchase requests with a user-defined approval hierarchy.
- **AR/Business Licensing:** Create invoices and collect any miscellaneous fees and local business licenses.
- **Permitting & Code Enforcement:** Create and track all activities related to a building or rental permit or code violation.
- **Employee Self-Service:** Allow employees to access their pay stubs, accrual balances, W2s, and time sheets.
- **Work Orders:** Schedule work for utility accounts, assets, location, or vehicles.
- **Resident Self-Service:** Residents or customers can make service requests 24/7 through this web portal.

## What kind of training do I receive?

Based on the applications you bundle, you receive a designated number of remote training sessions from a client services specialist. They will give you all of the guidance you need to get the applications up and running. We also offer a robust client services portal with user documentation, tutorial videos, FAQs, and helpful hints white papers.

## System & Feature Comparison Chart

	MCSJ Pro	MCSJ Enterprise
Hosted Solution	•	•
On-Premise Solution		•
Bundled Application Package	•	
Unlimited Applications		•
Chart of Accounts Conversion	•	•
Vendor Conversion		•
Employee Conversion		•
Tax/Utility Masterfile Conversion		•
Transaction History Conversion		•
Remote Training	•	•
On-site Training		•
Expedited Implementation	•	

## Add-Ons

Additional applications and hardware devices can be added to MCSJ Pro. If you are interested in purchasing or learning more about these items, please contact your Account Executive.

Add-On Application	Training Sessions	Cost	Annual Maintenance
Electronic Requisitions	2	\$1,500.00	\$465.00
Utility Billing & Collections	4	\$3,000.00	\$620.00
Tax Billing & Collections	4	\$3,000.00	\$620.00
AR/Business Licensing	2	\$1,500.00	\$465.00
Work Orders	2	\$2,000.00	\$515.00
Resident Self-Service	2	\$2,000.00	\$515.00
Employee Self-Service	2	\$1,500.00	\$465.00
Permitting & Code Enforcement	4	\$3,000.00	\$620.00

*\*All MCSJ applications are fully integrated*

Optional Hardware (per unit)	Cost
Bar Code Scanner	\$480.00
Epson Receipt/Validator	\$760.00
Credit Card Swipe Device	\$295.00
Cash Drawer	\$300.00



# 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:** September 3, 2019  
**Re:** Request for Purchase of New Copier/Printer/Scanner

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The current copier that we have in our Conference Room was purchased from Cobb Technologies in 2012. While currently it is not causing huge problems the age and wear on the machine is starting to show. We also currently do not have any color option on our copier and would like to be able to print in color if needed and for various presentations.

Attached you will find several quotes from three different companies for various models of copier equipment. The two Kyocera prices that you see are based on a brand-new model that just came out roughly a month ago and the previous model. I reached out the SVOE on Tuesday, August 27<sup>th</sup> to request a new quote for the same model quoted by Cobb so that we could make an appropriate comparison. As of September 3, 2019, I had not received a response.

Due to lack of response from SVOE, staff recommends the purchase of the Kyocera 40 PPM from Cobb Technologies. The up-front purchase price of the piece of equipment was \$2,000 below the next low price as well as monthly maintenance cost being lower and price per page cost averaging out to a lower cost as well.

Sales Company	SVOE			COBB	SHARP SOLUTIONS		
Brand	Kyocera 40 PPM	Xerox 45 PPM	RICOH 60 PPM	Kyocera 40 PPM	Sharp 50 PPM	Sharp 40 PPM	
Purchase Price	\$ 8,797.00	\$ 7,498.00	\$7,900	\$5,309.50	\$ 8,238.40	\$ 7,392.90	
36 Month Lease	\$ 246.00	\$ 210.00	\$ 221.00	\$ 261.15	\$ 389.68	\$ 345.73	
48 Month Lease	\$ 208.00	\$ 177.00	\$ 186.00	\$ 224.88	\$ 345.01	\$ 308.47	
60 Month Lease	\$ 159.00	\$ 135.00	\$ 143.00	\$ 202.91	\$ 311.65	\$ 280.65	
Per B&W Copy	.011/pg	.011/pg	.011/pg	up to 22,000 pgs	up to 15,000	up to 15,000	
Per Color Copy/Meter 1	0.025						
Meter 2	0.045	.075/pg	.075/pg	.047/pg	.055/pg	.055/pg	
Meter 3	0.079						
Support	\$120.00	\$ 120.00	\$ 120.00	\$ 70.00	\$ 125.00	\$ 125.00	

Notes;

SVOE services Sweet Briar and Mill House

The RICOH option is a DEMO. It only has 10,000 copies on the machine.

They will still service and warranty it just like a brand new machine.

It also has the hole punch option.

Brand new it is over \$14,000

I personally do not like the Xerox.

We are currently paying \$1,118.00 for Maint.