

**AMHERST TOWN COUNCIL**  
**AGENDA – Wednesday, December 9, 2020**

**REVISED**

**Meeting at 7:00 p.m.**

**Town Hall, 174 S. Main Street, Amherst, VA 24521**

- A. Call to Order for the Town Council– 7:00 p.m. - Mayor Tuggle**
- B. Pledge of Allegiance** - *I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.*
- C. Invocation** - *Any invocation that may be offered before the official start of the Amherst Town Council meeting shall be the voluntary offering to, and for, the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by Council and do not necessarily represent the religious beliefs or views of the Council in part or as a whole. No member of the audience is required to attend or participate in the invocation, and such decision will have no impact on their right to participate actively in the business of the Council. Copies of the policy governing invocations and setting forth the procedure by which a volunteer may deliver an invocation are available upon request at the Town Hall.*
- D. Public Hearings and Presentations**
- 1. Public Hearing- Bond Resolution for Water Treatment Plant Renovation (Pgs.1-12) – Updated bond resolution attached with revised agenda to reflect increased grant award.** *Bids for the Water Treatment Plant Renovation have been received. The funding package approved by the Virginia Department of Health totals **\$4,710,500**, with **\$980,500** of loan forgiveness. The interest rate is 2.3% if the loan is closed by January 16<sup>th</sup> 2021. Staff recommends adoption of the resolution for the bond and further requests that Council authorize staff to award bids and close the loan. Attached is a bid award recommendation letter from the Town’s Engineering firm. (Pg.13.)*
- E. Citizen Comments** - *Per the Town Council’s policy, any individual desiring to speak before the Council who has not met the agenda deadline requirement will be allowed a maximum of three minutes to speak before the Town Council. Any individual representing a bona fide group will be allowed a maximum of five minutes to speak before the Town Council. Placement on the agenda is at the Mayor’s discretion.*
- F. Consent Agenda** – *Items on the consent agenda can be voted on as a block if all are in agreement with the recommended action or discussed individually.*
- 1. Town Council Minutes (Pgs. 14-25)** – *Draft of the November 12, 2020 meeting minutes are **attached**. Please let Vicki Hunt know of, 3030 any concerns by Wednesday morning such that any needed corrections can be presented at the meeting.*
- G. Correspondence and Reports**
- 1. Staff Reports (Pgs. 26-35)**
- 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 – **handout attached**
- 2. Council Committee Reports**
- a. Finance Committee – *Mrs. Carton*
  - b. Community Relations – *Mrs. Ogden*
  - c. Utilities Committee – *Mr. Watts*

**3. Other Reports (Pgs. 37-42)**

- a. Planning Commission– *no meeting*
- b. Industrial Development Authority- *no meeting*
- c. Robert E. Lee SWCD- *minutes attached*

**H. Discussion Items**

- 1. **Set Public Hearing for Utilities Disconnect Option** - Sara Carter- *The revised State budget, adopted on November 18<sup>th</sup>, requires local governments to discontinue water cutoffs during the remainder of the state of emergency, beginning sixty days after the adoption of the budget (January 18, 2021). However, there is a provision to allow localities to continue disconnections if the amount of their arrearages is greater than 1% of their total budget for utilities. The Town has reached that threshold. Staff recommends that the Council hold a public hearing at their January meeting to consider a resolution to retain water cut-offs at this time. Staff will provide updated figures for arrearages and payment plans for the meeting.*
- 2. **CARES Act Funding for Utility Customers- DCHD and the SCC have worked in partnership to disseminate funds to utilities to address customer arrearages caused by the pandemic. Attached is the award letter for CARES Act grant money for past due utilities customers of the Town. Staff requests that Council authorize acceptance of the grant and authorization for staff to disseminate the funds to customer accounts.** (Pgs. 43-57)
- 3. **Possible Purchase of Town lease agreement (Pgs. 58-84)**- Sara Carter- *The Town has been approached about a possible purchase of the Town’s lease for its cellular tower site at the maintenance shop. Rather than a monthly income, the purchase would provide a one-time payment of \$113,741.19. If Council would like to pursue this option, a public hearing should be set for next month.*

**I. Matters from Staff**

**J. Matters from Town Council**

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

**L. Citizen Comments**

**M. Closed session-** *Pursuant to §2.2-3711A.7 and §2.2-3711A.1 of the Code of Virginia, as it relates to consultation with legal counsel pertaining to actual litigation involving the Town, Council will hear updates from attorneys representing the Town and also will meet as it relates to the assignment, appointment, promotion and performance of specific public officers appointees, or employees; specifically, to discuss the performance evaluation for the Town Attorney.*

**N. Adjournment**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO  
\$4,430,000 PRINCIPAL AMOUNT OF A GENERAL OBLIGATION AND WATER  
REVENUE BOND OF THE TOWN OF AMHERST, VIRGINIA,  
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 water systems in the Town (**the “System”**), which System is a revenue producing undertaking of the Town; 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 “Public Finance Act”**) to borrow money and to issue its general obligation bonds and its revenue bonds to pay all or part of the cost of the System; and

**WHEREAS**, in the judgment of the Town Council (**the “Town Council”**) of the Town, it is desirable to authorize the issuance and sale of general obligation and revenue obligations of the Town to the Virginia Resources Authority (**“VRA”**) as administrator of the Virginia Water Supply Revolving Fund (**the “Fund”**) in a principal amount of up to \$3,730,000 (**the “Principal Repayment Loan”**) to provide funds, along with grant monies, to finance water treatment plant modifications with related legal, consulting and administrative fees (**the “Project”**); and

**WHEREAS**, the Town and VRA have been advised by a commitment letter dated December 4, 2020, from the Virginia Department of Health (**“VDH”**) that the Project is eligible for financial assistance through the Fund through a principal forgiveness loan in the amount up to \$980,500 (**the “Principal Forgiveness Loan”**); and

**WHEREAS**, the total financial assistance awarded to the Town by VDH is to include two components, the Principal Repayment Loan and the Principal Forgiveness Loan, with funds under the Principal Forgiveness Loan being provided pursuant to a Funding Agreement for principal forgiveness between VRA and the Town (**the “Funding Agreement”**), and funds under the Principal Repayment Loan being provided pursuant to a Financing Agreement between VRA and the Town (**the “Financing Agreement”**). As set forth in the Funding Agreement, the Principal Forgiveness Loan shall not constitute a debt of the Town, and the Town is not required or obligated to repay the amount of the Principal Forgiveness Loan, except as provided in Section 4.3 of the Funding Agreement, in the case of Town’s failure to comply with the terms and conditions of the Funding Agreement, where the Town may be required to return all or a portion of the amount funded thereunder; and

**WHEREAS**, the Project constitutes waterworks within the meaning of Section 15.2-2109, of the Code of Virginia, 1950, as amended (**the “Virginia Code”**), a revenue producing undertaking within the meaning of Section 15.2-2608 of the Virginia Code and a water supply facility within the meaning of the term “Project” as defined in Section 62.1-233 of the Virginia Code; and

**WHEREAS**, the Town Council desires to issue the Bond (as defined below) under the provisions of the Public Finance Act and a duly advertised and conducted public hearing has been held with respect to the Bond (as defined below) on December 9, 2020.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN:**

1. The Project is hereby approved and the Town is authorized to issue not more than \$4,430,000 principal amount of general obligation and water revenue bonds under the Public Finance Act. The Principal Repayment Loan (**the “Bond”**) shall mature no later than thirty-two (32) years from the date of issuance, and shall bear a Cost of Funds at the rate of two and thirty one-hundredths percent (2.30%) per annum composed of interest to the Fund of 0.80% and a fee of 1.50% payable as an Annual Administrative Fee and otherwise as set forth in the commitment letter from VRA, as Administrator of the Fund to the Town in relation to the Bond; provided, however, the Cost of Funds may not exceed two and fifty one-hundredths percent (2.50%) per annum composed of interest to the Fund of 1.00% and a fee of 1.50% payable as an Annual Administrative Fee if closing occurs at a later date in 2021 as referenced in such commitment letter. The portion of the funding for the Project comprising the Principal Forgiveness Loan shall be subject to the terms and conditions of the Funding Agreement.
2. The Bond shall be issued to VRA, as administrator of the Fund, pursuant to the terms, conditions and provisions of this Resolution and upon such other terms as may be determined in the manner set forth in this Resolution. The issuance and sale of the Bond in one or more series from time to time in accordance with this Resolution is authorized. The Bond shall be in substantially the form attached to this Resolution as Exhibit A, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and by VRA.
3. The Financing Agreement and the Funding Agreement will each be in substantially the form presented to and filed with the minutes of the meeting of this Town Council at which this Resolution is being adopted. The forms of the Financing Agreement and the Funding Agreement and the terms, conditions and provisions thereof are hereby approved by this Town Council, and the Mayor, Vice-Mayor or Town Manager, any of whom may act, are hereby authorized and directed to execute and deliver to the VRA, the Financing Agreement and Funding Agreement in substantially such forms, with such changes and amendments as the officer executing the same shall approve or as shall be necessary to satisfy VRA requirements, such approval to be conclusively evidenced by his execution and delivery thereof.
4. The full faith and credit of the Town and the revenues of the System, exclusive of operation and maintenance expenses (**the “Net Revenues Available for Debt Service”**) are irrevocably pledged for the payment of principal of and interest on the Bond. The pledge of Net Revenues Available for Debt Service securing the

Bond shall be on parity with any Existing Parity Bonds and Parity Bonds, if any, (each as defined in the Financing Agreement) secured by such Net Revenues Available for Debt Service. The Town Council, in accordance with Section 15.2-2624 of the Public Finance Act, is hereafter 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.

5. The Project will constitute a part of the System.
6. The Bond shall be executed, for and on behalf of the Town, by the Mayor or the Vice-Mayor of the Town, either of whom may act, and shall have the corporate seal of the Town impressed thereon, attested by the Clerk of the Town Council. The manner of execution and affixation of the seal may be by facsimile, provided, however that if the signatures of the Mayor or Vice Mayor are by facsimile, the Bond shall not be valid until signed by the manual signature of the Clerk. The Bond shall be in substantially the form as Exhibit A attached hereto, with such variations, insertions or deletions as may be approved by the officer executing the Bond on the Town's behalf. The Town Manager is hereby appointed as the Registrar for the Bond.
7. The Mayor, Vice-Mayor and Town Manager, Clerk, Town Attorney and all other appropriate officers and employees of the Town shall take all actions and execute all certificates and documents as shall be necessary to carry out the provisions of this Resolution. The Town hereby covenants to comply with the requirements of the Funding Agreement and the Financing Agreement and any applicable regulations and other pronouncements and published guidance relating thereto, and the Mayor, Vice-Mayor, Town Manager, Clerk, and other Town representatives, any one or more of whom may act, are each hereby authorized to execute and deliver such certifications and reports as may be required by the Funding Agreement and the Financing Agreement.
8. Such officers of the Town as may be requested are authorized and directed to execute and delivery a non-arbitrage certificate and tax compliance agreement in a form not inconsistent with this Resolution as may be approved by the officers of the Town executing such document, whose approval shall be evidenced conclusively by the execution and delivery thereof.
9. The Town covenants that it will not directly or indirectly use or permit the use of any of the proceeds of the Bond or any other of its funds, or enter into, or allow any other person or entity to enter into, any arrangement, formal or informal, or take or omit to take, any other action that would cause interest on any Related Series of VRA Bonds (as defined in the Financing Agreement) to be includable in

gross income for federal income tax purposes or to become a specific item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. The Town also consents to the calculation of any “rebate amount” to be paid with respect to the portion of the Related Series of VRA Bonds related to the Bond by a rebate calculation service selected by VRA.

10. The Town covenants that it shall not permit the proceeds of the Bond or the Project financed with the proceeds of the Bond to be used in any manner that would result in: (a) 5% or more of such proceeds or the facilities financed with such proceeds being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Internal Revenue Code of 1986, as amended (the “Code”); (b) 5% or more of the proceeds or the Project financed with such proceeds being used with respect to any output facility (other than a facility for the furnishing of water or the transportation and treatment of waste water), within the meaning of Section 141(b)(4) of the Code; or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code. Provided, however, that if the Town receives an opinion of a nationally-recognized bond counsel that any such covenants need not be complied with to prevent the interest on the Related Series of VRA Bonds from being includable in the gross income of the registered owners thereof for federal income purposes under existing law, the Town need not comply with such covenants.
11. The Town intends that the proceeds of the Bond, in an amount not to exceed \$4,430,000, be used to reimburse the Town for expenditures with respect to the Project (**the Expenditures**) made on or after the date that is no more than 60 days prior to the date of adoption of this Resolution. The Town reasonably expects that it will reimburse the Expenditures with the proceeds of the Bond or other debt. Each Expenditure was or will be, unless otherwise approved by bond counsel, either: (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure); (b) a cost of issuance with respect to the Bond; (c) a nonrecurring item that is not customarily payable from current revenues; or (d) a grant to a party that is not related to or an agent of the Town, so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Town.
12. All other actions of Town officials in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bond as authorized herein are ratified, approved and confirmed. Town officials are authorized and directed to execute and deliver all certificates and other instruments considered necessary or desirable in connection with the issuance, sale and delivery of the Bond pursuant to this Resolution and to do all acts and

things necessary or convenient to carry out the terms and provisions of such documents.

13. All ordinances, resolutions and proceedings in conflict herewith are, to the extent of such conflict, repealed. This Resolution shall constitute the “Local Resolution” as such term is defined in Section 1.1 of the Financing Agreement.
14. This Resolution was presented to the Town Council and a public hearing concerning this Resolution was held in accordance with applicable law by the Town Council at its meeting on December 9, 2020. This Resolution shall become effective upon its passage. A certified copy of this Resolution shall be filed by the Clerk with the Clerk of the Circuit Court of the County of Amherst, Virginia. The filing of this Resolution with the Clerk of the Circuit Court of the County of Amherst, Virginia shall be deemed to be the filing of an initial resolution or ordinance with such Court for all purposes of the Act.

The undersigned Clerk of the Town Council hereby certifies that the Resolution set forth above was adopted after a public hearing during an open meeting on December 9, 2020, by the Town Council with the following votes:

Ayes

Nays

Absent

Abstentions

**CERTIFICATE**

The undersigned Clerk of the Town Council of the Town of Amherst, Virginia, hereby certify that attached hereto is a true and correct copy of a Resolution adopted by the Town Council on December 9, 2020.

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Clerk, Town Council of the  
Town of Amherst, Virginia

**EXHIBIT A**

<b>ISSUE DATE:</b>	_____, 2020
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**UNITED STATES OF AMERICA  
COMMONWEALTH OF VIRGINIA**

\$ \_\_\_\_\_  
**General Obligation and Water Revenue Bond,  
Series 2020**

THE TOWN OF AMHERST, VIRGINIA (**the “Borrower”**), a public body corporate and politic of the Commonwealth of Virginia, acknowledges itself indebted and for value received, hereby promises to pay, at the principal office of the Virginia Resources Authority (**the “VRA”**) or VRA’s successors or assigns, to the order of VRA, as administrator of the Virginia Water Supply Revolving Fund, Richmond, Virginia (**the “Fund”**), or registered assigns or legal representatives, the sum equal to the amount of principal advances made hereunder but not to exceed Four Million Four Hundred Thirty Thousand and 00/100 Dollars (\$4,430,000.00), with interest on the disbursed and unpaid principal balance from the date of each disbursement until payment of the entire principal sum at the rate of two and thirty one-hundredths percent (2.30%) per annum, consisting of (i) interest of eighty one-hundredths percent (.80%) per annum, payable for the benefit of the Fund, and (ii) one and fifty one-hundredths percent (1.50%) per annum payable as an Annual Administrative Fee, as follows:

Interest, including the part thereof allocable to the Annual Administrative Fee (**the “Costs of Funds”**) only on all amounts disbursed under this Bond shall be due and payable on \_\_\_\_ 1, 20\_\_ . Commencing on \_\_\_\_ 1, 20\_\_ , and continuing semi-annually thereafter on \_\_\_\_ 1 and \_\_\_\_ 1 in each year, principal and the Cost of Funds due under this Bond shall be due and payable in equal installments of \$ \_\_\_\_\_ with a final installment of \$ \_\_\_\_\_ due and payable on \_\_\_\_ 1, 20\_\_ , when, if not sooner paid, all amounts due hereunder shall be due and payable in full provided however, that if principal advances up to the maximum authorized amount are not made, the principal amount due on this Bond shall not include such undisbursed amount. However, unless the Borrower and VRA agree otherwise in writing, until all amounts due hereunder shall have been paid in full, less than the full disbursement of the maximum authorized amount hereunder shall not postpone the due date of any semi-annual installment due hereon, or change the amount of such installment.

In addition, if any installment of principal or Cost of Funds is not received by the holder of this Bond within ten (10) days from its due date, the Borrower shall pay to the holder of this Bond, a late payment charge in an amount equal to five percent (5.0%) of such overdue installment. Principal is payable in lawful money of the United States.

No notation is required to be made on this Bond of the payment of any principal on normal installment dates. HENCE, THE FACE AMOUNT OF THIS BOND MAY EXCEED THE PRINCIPAL SUM REMAINING OUTSTANDING.

**THIS BOND IS A GENERAL OBLIGATION OF THE BORROWER, FOR THE PAYMENT OF WHICH THE BORROWER'S FULL FAITH AND CREDIT ARE IRREVOCABLY PLEDGED. THE TOWN COUNCIL OF THE BORROWER IS AUTHORIZED AND REQUIRED TO LEVY AND COLLECT, ANNUALLY AT THE SAME TIME AND IN THE SAME MANNER AS OTHER TAXES OF THE BORROWER ARE ASSESSED, LEVIED AND COLLECTED, A TAX UPON ALL TAXABLE PROPERTY WITHIN THE TOWN OF AMHERST, VIRGINIA, 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 COSTS OF FUNDS ON THE BOND, TO THE EXTENT OTHER FUNDS OF THE BORROWER 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, WHICH REVENUES HAVE BEEN PLEDGED PURSUANT TO THE FINANCING AGREEMENT (HEREINAFTER DEFINED) TO SECURE THE PAYMENT THEREOF. NEITHER THE COMMONWEALTH OF VIRGINIA NOR ANY POLITICAL SUBDIVISION THEREOF, OTHER THEN THE BORROWER, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR COSTS OF FUNDS ON THIS 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 THEN THE BORROWER IS PLEDGED TO THE PAYMENT OF PRINCIPAL OF OR COST OF FUNDS ON THIS BOND OR OTHER COSTS INCIDENT THERETO.**

This Bond is issued pursuant to the provisions of Chapter 26 of Title 15.2 of the Code of Virginia of 1950 as amended and the terms of the Financing Agreement between the Borrower and the VRA, as administrator of the Fund, dated as of December 1, 2020 (the "Financing Agreement") to evidence a loan by the VRA, as administrator of the Fund to the Borrower to finance the Project Costs (as defined in the Financing Agreement). The obligations of the Borrower under this Bond and the Financing Agreement shall terminate when all amounts due and to become due pursuant to this Bond and Financing Agreement have been paid in full. Reference is hereby made to the Financing Agreement and any amendments thereto for the definitions and provisions, among others, describing the pledge and covenants securing this Bond, the nature and extent of the security, the terms and conditions upon which this Bond is issued, and the rights and obligations of the Borrower and the holders of this Bond.

The Net Revenues Available for Debt Service ( as defined in the Financing Agreement) are pledged to the payment of principal of this Bond. The lien of this pledge of the Net Revenues Available for Debt Service from the Borrower's water system shall be on parity with any Existing Parity Bonds and Parity Bonds (as defined in the Financing Agreement and set forth

on Exhibit F thereto). The Borrower may incur additional debt secured by a pledge of Net Revenues Available for Debt Service pursuant to the terms of the Financing Agreement.

Transfer of this Bond may be registered upon the registration books of the Bond Registrar. Prior to due presentment for registration of transfer, the Bond Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and the exercise of all other rights and power of the owner.

This Bond is subject to optional prepayment to the extent and on the terms set forth in the Financing Agreement.

If an Event of Default (as defined in the Financing Agreement) occurs, the principal of this Bond may be declared immediately due and payable by the holder by written notice to the Borrower.

Notwithstanding anything in this Bond to the contrary, in addition to the payments of the principal provided by this Bond, the Borrower shall also pay such additional amounts, if any, which may be necessary to provide for payment in full of all amounts due under the Financing Agreement.

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.

**IN WITNESS WHEREOF**, the Borrower has caused this Bond to be signed by its Mayor, to be attested by its Clerk, and to be dated as of December \_\_, 2020.

TOWN OF AMHERST, VIRGINIA

By: \_\_\_\_\_  
Title: Mayor

ATTEST:

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

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ whose address for registration purposes is \_\_\_\_\_  
\_\_\_\_\_ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Tax I.D. No.  
of Transferee: \_\_\_\_\_

Signature Guaranteed

\_\_\_\_\_

\_\_\_\_\_  
(NOTE: the signature above must correspond with the name of the Registered Owner as it appears on the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.)

**SCHEDULE OF PRINCIPAL ADVANCES**

The amount and date of principal advances not to exceed the face amount hereof shall be entered hereon by an authorized representative of the VRA when the proceeds of each such advance are delivered to the Borrower.

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



December 7, 2020

Ms. Sara Carter  
Town Manager  
Town of Amherst  
174 South Main Street  
Amherst, VA 24521

Re: Water Treatment Plant Improvements  
Town of Amherst, Virginia  
WWA Project No. 219028.00

Dear Ms. Carter:

Four bids were opened at 2:00 P.M. on December 1 for the referenced project. The bid tabulation results from the bid opening, as well as the bid documents submitted by the Contractor, are enclosed for your reference. Anderson Construction, Inc. was the apparent low bidder with a Total Base Bid amount of \$5,055,000.00.

We have evaluated the bids and associated documentation and consider this documentation acceptable. We therefore recommend acceptance of Base Bid Item Nos. 1 and 2 for a total contract amount of \$4,740,000.00. The contract award is contingent upon fund availability.

We appreciate the opportunity to be of continued service to the Town of Amherst, and look forward to a successful completion of the Water Treatment Plant Improvements project. Should you have any questions, feel free to call.

Sincerely,

WW Associates, Inc.

A handwritten signature in black ink that reads 'Jason A. Clark'.

Jason A. Clark, P.E.  
Vice President

Enclosure

Mayor D. Dwayne Tuggle called a regular monthly meeting of the Amherst Town Council to order on November 12, 2020, at 7:00 P.M. in the Council Chambers of the Town Hall at 174 S. Main Street.

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

It was noted that a quorum was present as follows:

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

Also present were the following staff members:

Sara Carter	Town Manager	Vicki K. Hunt	Clerk of Council
W. Thomas Berry	Town Attorney	Gary Williams (Remote)	Director of Plants
Tracie Morgan	Office Manager/Treasurer (Remote)	Becky L. Cash (Remote)	Lead Water Operator
Bobby Shiflett	Chief of Police	Charles Thompson	Utilities Maintenance Foreman

Recitation of the Pledge of Allegiance to the Flag was followed by an invocation by Sharon W. Turner.

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

Ms. Carton made a motion that was seconded by Mr. Watts to approve the minutes from the October 14, 2020, meeting.

There being no discussion, the motion as to the October 14, 2020, minutes carried 5-0 via the roll call method as follows:

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

Town Manager Carter gave a report on the proposed amendment to the Town’s Comprehensive Plan to change the designated land use for Tax Map parcels 96-4-A and 96-1-1-7, totaling 76+/- acres from Planned Development-Residential to Agricultural to allow a request for a conservation easement by Dave McCormack, Owner, Lazy River LTD, that would, if approved by Town Council, allow land between the developed portion of the Mill Race subdivision and the Amherst Milling Company to be changed from planned development areas to conservation and would allow Mr. McCormack to complete a conservation easement process for the property. A public hearing was held by Town Council on the matter on December 11, 2019. While a conservation easement in the area is not ideal from a development point of view, Town Manager Carter recommended approval if trails for public use were made available, which would provide for public benefit regardless of the mill’s development.

Mr. McCormack was present to answer questions.

Mr. Bunch made a motion which was seconded by Ms. Ogden to approve an amendment to the Town's Comprehensive Plan to change the designated land use for Tax Map parcels 96-4-A and 96-1-1-7, totaling 76+/- acres from Planned Development-Residential to Agricultural to allow a request for a conservation easement by Dave McCormack, Owner, Lazy River LTD, that would, if approved by Town Council, allow land between the developed portion of the Mill Race subdivision and the Amherst Milling Company to be changed from planned development areas to conservation, allow Mr. McCormack to complete a conservation easement process for the property, and allow for public recreation through a trail network.

After discussion, the motion failed 2-3 via roll call method as follows:

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

After a report by Town Manager Carter, Mr. Watts made a motion that was seconded by Mr. Bunch to adopt and approve an amendment to the Town of Amherst Utilities Policy for cost-based availability fee for new services, as recommended by staff.

After discussion, the motion 5-0 via the roll call method carried as follows:

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

A copy of the policy amendment is attached and made a part of these minutes.

After a report by Town Manager Carter, Ms. Carton made a motion that was seconded by Ms. Ogden authorizing expenditure in the amount of approximately \$16,200.00 for new HVAC system in Town Hall that would include improved filtering and disinfection for viruses from Wooldridge Heating and Air, as recommended by staff.

There being no discussion, the motion 5-0 via the roll call method carried as follows:

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

After a report by Town Manager Carter and Clerk of Council Vicki Hunt, Mr. Watts made a motion that was seconded by Ms. Carton authorizing expenditure in the amount of approximately \$29,592.32 for audio visual equipment, installation, programming and training for Town Hall, from Point Source, as recommended by staff.

After discussion, the motion 5-0 via the roll call method carried as follows:

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

After a report by Town Manager Carter, Mr. Bunch made a motion that was seconded by Ms. Carton to set a public hearing concerning a resolution authorizing the issuance of a general obligation and water revenue bonds in a principal amount not to exceed \$4,430,00.00, for modifications and improvements to the Town's water treatment plant and related expenses along with costs of issuance.

There being no discussion, the motion 5-0 via the roll call method carried as follows:

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

Ms. Carton made a motion that was seconded by Mr. Bunch to recommend the following individual for appointment to the board and for the term listed below subject to her willingness to serve.

<b>Board</b>	<b>Appointed</b>	<b>Term of Office</b>
Board of Zoning Appeals	June Driskill	12-1-20 – 8-31-25 (5 years)

There being no discussion, the motion 5-0 via the roll call method carried as follows:

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

After a report from Town Manager Carter, by consensus of Council discussion of the potential purchase of the Town's lease for its cellular tower site at the maintenance shop is deferred to the December 9, 2020, meeting.

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

At 7:42 P.M. Ms. Carton made a motion that was seconded by Mr. Watts as follows: I move that the Town Council go into closed session pursuant to §2.2-3711A.7 of the Code of Virginia as it relates to consultation with legal counsel pertaining to actual litigation involving the Town stemming from cases currently pending in the Amherst County Circuit Court, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the Town.

The motion carried 5-0 via the roll call method as follows:

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

Mayor Tuggle recessed the meeting at 7:43 P.M.

Mayor Tuggle reconvened the meeting in closed session at 7:48 PM. It was noted that a quorum was present as follows:

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

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

The motion carried 5-0 via the roll call method as follows:

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

There being no further business, the meeting adjourned at 8:38 P.M. until December 9, 2020, on motion of Mr. Watts, seconded by Ms. Carton.

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

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

## Town of Amherst Utility Rate and Fee Policy

For FY 2020/21

### **Initiation or Termination of Service:**

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### **Residential Customers:**

All active customers shall be charged one Residential Base Charge each month for each individual residential unit, as designated consistent with building and zoning practices. Customers are charged for water and sewer usage based upon metered water usage.

<u>Rate Component</u>	<u>In Town Residential Base Charge</u>	<u>In Town Use Charge per 1,000 gallons</u>	<u>Out of Town Residential Base Charge</u>	<u>Out of Town Use Charge per 1,000 gallons</u>
<b>Water:</b>				
Effective July 1, 2017	\$15.60	\$7.75	\$31.20	\$15.50
<b>Sewer:</b>				
Effective July 1, 2017	\$27.35	\$6.85	\$54.70	\$13.70
<b>Curbside Refuse Collection:</b>				
Effective July 1, 2016	\$10.60		\$10.60	

### **Nonresidential Customers:**

Base charges for non-residential water and sewer users will be computed by dividing metered use by 3,250 gallons and then multiplying by the applicable residential base charge. This applies to all non-residential users except for churches that shall be assessed on the same basis as residences. The applicable residential charge shall be assessed for each residential unit for Curbside Refuse Collection.

### **Curbside Refuse Collection:**

All in-town water customers shall receive curbside refuse collection service and refuse collection services will not be provided to non-water customers.

### **Fire Sprinkler Fees**

Fire sprinkler fees are as follows:

4" Line	\$17.00/Month
6" Line	\$28.00/Month
8" Line	\$39.00/Month
10" Line	\$50.00/Month

### **Charges for Water Not Discharged to Sewer:**

The Town charges for sewer based on 100% return of the water to the sewer system for those Town water customers that are connected to the Town of Amherst wastewater collection and system. However, any customer may request that the Town install a separate "irrigation" meter for water that does not return to the sewer system – i.e. for lawn sprinkling or irrigation. For the purposes of billing, the irrigation meter shall be considered a separate account. Separate application and connection fees are required to be paid,

and once activated the water-only (no sewer or refuse collection fees apply) will be billed separately. All irrigation systems must meet the provisions of the Cross Connection Control Ordinance (§17-14 of the Town Code).

**Dormant Account Fees:**

A dormant account fee of \$5.00/month/residence or business for water and \$10.00/month/residence or business for sewer will be charged to every property owner that is connected to the respective utility, has used the service in the past, but not actively using the respective service. Dormant account fees shall not be applied to accounts associated only with yard hydrants, irrigation systems or swimming pools.

**Reconnection Fee:**

A reconnection fee/trip charge of \$50 will be charged for any activation or reactivation of utility service due to a request for new service, reactivation from disconnection due to nonpayment or a customer-requested disconnection/reconnection. This fee may be waived at the Office Manager's sole discretion due to emergency or irregular situations.

**Re-reads Charges:**

The Town staff reviews water meter readings for accuracy and investigates suspected incorrect readings prior to mailing bills. In the case of a billing dispute, a customer may request that the Town re-read the customer's water meter. However, if the customer's water meter has already been re-read by the Town during the billing cycle in question, a \$20 trip fee will be charged to offset the cost of a Town employee making a second re-reading trip to the customer's meter. This charge will be added to the customer's next bill.

**Billing:**

Water meters are read every month and bills are calculated based upon the consumption recorded. All customers are billed every month. Bills are assigned a billing date which is normally the last day of the month during which the meter is read and then mailed to the customer. Payment is due by 5:00 P.M. on the 20<sup>th</sup> day of each month except when the 20<sup>th</sup> falls on a weekend or Town holiday the due date shall become 5:00 P.M. on the next business day. When a past due balance on any account is greater than \$200, a lien for the balance due plus any court recording fees will be recorded against the real estate. **Property owners are held responsible for utility bills against their properties.**

**Adjustments for Leaks:**

A property owner is responsible for paying for 100% of the water that has passed through the Town's water meter along with the associated sewer charges. However, in good-faith situations involving water that has leaked from the customer's plumbing, and upon confirmation by the owner that the leak is repaired so that it will not recur, the Office Manager is authorized to give a 50% credit for the excess water and sewer at the time of confirmation and for no more than the two preceding bills, if applicable. "Repaired" is defined as physical repairs to the owner's plumbing such as pipe patching, replacement of the flapper mechanism in a toilet tank, or physical replacement or removal of a plumbing fixture. For the purposes of this leak adjustment policy, merely closing a valve upstream of the leak location shall not be considered a repair.

**Late Payment Charges and Disconnect Procedures:**

The Town will assess a late charge of 10% on all accounts when the payment is not received by 5:00 P.M. on the due date. All payments received after 5:00 P.M. are processed as the next business day's receipts. If a customer receives a bill with a previous bill balance, the previous balance must be received by 5:00 P.M. on the 2<sup>nd</sup> Monday of the month following receipt of that bill. If the previous balance is not received by that time the customer will be put on the Town's disconnect list for the following morning.

**Restoration of Service:**

If a customer has not paid the previous balance on an account by the disconnection date or otherwise made arrangements satisfactory to the Office Manager to have the balance paid, the water service will be terminated. Before any service is restored, the past due amount including the \$50.00 reconnection fee/trip charge must be physically received by the Office Manager at 174 South Main Street in the Town of Amherst. Funds will not be accepted from customers at the service location. The \$50.00 reconnection fee/trip charge will also be charged where a customer, or any entity other than the Town, has obtained water and/or sewer service prior to all applicable fees and/or charges being paid to obtain service and/or has installed a meter or other apparatus in a meter setting to gain access to public water/sewer.

In recognition that circumstances beyond the control of the customer or the Town of Amherst may contribute to late payments, a once per lifetime per customer exception to the penalty and reconnect fee may be granted for good reason at the Office Manager's sole discretion.

**Returned Payments:**

Any payments not honored by the bank, whether check, or credit card payment, will be charged a \$50.00 handling fee and any bank fees (Reference VA Code §15.2-106). Service shall automatically be disconnected when a payment to pay to prevent service from being disconnected or to reconnect a service is returned or charged back to the Town for any reason. If the returned payment was paid to prevent termination of services then the past due balance, the returned payment handling fee and a reconnection fee/trip charge shall be collected prior to service being restored via cash, money order or certified check. Once the Town has received a returned payment on an account more than one time, the Town will not accept any forms of payment other than cash or certified funds for a period of six (6) months for that account.

Any payments received by 5:00 P.M. on each business day will be credited the same day. Any payments received after 5:00 P.M. (including those received via U.S. Mail and the Town's drop box) will be credited as being received the next business day.

**Payment Arrangements:**

The Office Manager is authorized to enter into a payment contract if a customer cannot pay his previous balance in full. Each customer account is only allowed one (1) payment arrangement per calendar year. There is a standard "agreement" form that is available at the Town office and must be signed by the person on the account. The Office Manager may make arrangements that deviate from the standard policy only in extreme situations.

**Fire Hydrant Use:**

Water may not be obtained from the Town of Amherst hydrants except by the Amherst Volunteer Fire Department or other approved firefighting agency. The Office Manager (434/946-7885) should be contacted for the application form for a permit to haul water from the Town of Amherst water plant.

**Cross Connections:**

As required by the Virginia Department of Health, where a high potential exists for contamination of the Town's municipal water system, a backflow prevention device approved by the Town of Amherst must be installed. This includes irrigation systems. Where required, the owner of the backflow prevention device must have annual tests performed to certify that the device is working correctly. Failure to install and operate such devices and/or provide certification or the test results to the Town of Amherst may result in the interruption of water service. (Reference §17-14 of the Town Code)

**Sewer Connections and Discharges:**

Connections to and discharges into the Town's sewer system must conform to local, state and federal

sewage pretreatment regulations. This includes the installation of grease traps for restaurants and grit traps for car washes. Failure to meet such provisions may result in the interruption of sewer service via disconnection of the water service or other means. (Reference §17-15 of the Town Code)

### **Availability and Connection Fees:**

Availability fees will be charged where the Town has provided capacity for future development and there was no developer contribution for the expansion. Where a developer provides capacity for development with Town agreement, only connection fees will be charged. Additionally, the Town may work with developers and future customers to provide additional capacity where none exists. Under that scenario, there may be additional construction costs that are charged for the development of the line over and above the availability fee.

Availability Fees:

Meter Size	80% Capacity, gpm	Factor	In Town		Out of Town	
			Water	Sewer	Water	Sewer
5/8"	16	1	\$1,700	\$2,500	\$4,000	\$5,000
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1 1/2"	80	5	\$8,500	\$12,500	\$25,000	\$25,000
2"	128	8	\$13,600	\$20,000	\$40,000	\$40,000
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4"	480	30	\$51,000	\$75,000	\$150,000	\$150,000
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Connection Fees:

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### **Maintenance of Policy and Implementation**

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For FY 2020/21

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### **Restoration of Service:**

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**Availability and Connection Fees:**

Availability Fees:

The Town does not charge availability fees where :

- there is programmed capacity in the system to serve the proposed connection and use,
- where that connection will not hinder service to other properties,
- and, the owner bears the cost pf any line extensions that are required to make the connection.

If additional system capacity is required, the applicant will pay an availability fee based upon the cost of the improvement required.

~~Availability fees will be charged where the Town has provided capacity for future development and there was no developer contribution for the expansion. Where a developer provides capacity for development with Town agreement, only connection fees will be charged. Additionally, the Town may work with developers and future customers to provide additional capacity where none exists. Under that scenario, there may be additional construction costs that are charged for the development of the line over and above the availability fee.~~

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Connection Fees:

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## **Town Manager's Report for the December 9, 2020 Town Council Meeting**

### Current Activities in Town:

- The WWTP project contractors have completed the 60 West pump station project the new one is working as designed. The sliplining has been focused on site clean up and restoration this week. If you know of any issues with any properties, please let me know so that we can get those addressed as soon as possible.
- The Water Treatment Plant renovation bids were received this week. We received a total of four bids from qualified contractors. The bids were all over the projected amount and staff is currently determining the best path forward to complete the project. Staff will update Council at their meeting next week, and provide additional details as they are available.
- Staff has been working hard to get the Town ready for the reverse parade. Every department has had a part in making the Town beautiful. Please take time to enjoy the Town Hall decorations put together by our Plants staff, the cleanliness of our streets and their beautiful decorations put up by our Maintenance staff and enjoy the Parade, which couldn't be done without the Police or Town Hall staff. The team has truly worked exceptionally hard for the last several weeks to do our part to make the Town shine!

### Upcoming meetings and items of interest:

- Finance staff is working hard on getting ready for the auditors visit later this month.



# AMHERST POLICE DEPARTMENT



## MONTHLY REPORT

### NOVEMBER 2020

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

CALLS FOR SERVICE	NUMBER
MOTORIST ASSIST	24
ALARM	3
PHONE COMPLAINT	171
BOLO	9
MISSING PERSON	
SHOPLIFTING	
PROBLEM WITH OTHERS	8
DOMESTIC	3
CHECK WELFARE	7
NOISE OR DOG COMPLAINT	2
TRAFFIC CRASH	6
EMS CALLS	2
SUDDEN DEATH	1
SUSPICIOUS PERSON	4
Call at Ambriar	1
OTHER	40

OFFICER INITIATED	NUMBER
BUILDING CHECKS	162
BUSINESS VISIT	93
BUILDING SEARCH	1
TRAFFIC SUMMONS	6
DRUNK IN PUBLIC	
EXTRA PATROLS/ Parks	215/53
WARRANT SERVICE	5
PROPERTY WALK AROUNDS	35
WARRANTS OBTAINED	2
PARKING TICKETS	
MISD. INVESTIGATION	2
FELONY INVESTIGATION	
NARCOTICS INV.	
SEARCH WARRANT	
PUBLIC RELATIONS	2
CITIZEN CONTACT	222

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

TRAFFIC STOPS TICKETED	NUMBER
SPEEDING	3
EQUIPMENT VIOLATION	
RECKLESS DRIVING	
SUSPENDED LICENSE	2
INSPECTION/REGISTRATION	
SEAT BELT / TEXTING	
ALL OTHER VIOLATIONS	1

ARREST	NUMBER
MISDEMEANOR	3
FELONY	2
EPO/PPO	
ECO	
NARCOTICS VIOLATION	
DUI / DUID	1

OTHER	NUMBER
ASSIST OTHER OFFICER	18
ASSIST OTHER AGENCY	19
COURT REPORTS	
SCHOOL / TRAINING	8
MEETINGS	6
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- 141

Miles Patrolled- 6,054

### **County Assist Calls:**

11-01-20 Prowler call on Saw Log Ln. Unable to locate.

11-01-20 Tree in the road Rt. 60 west/Baileys Saw Mill Rd. Tree removed.

11-01-20 Traffic crash on North Coolwell Rd. Report.

11-16-20 Domestic on Cambridge Court. Cleared assist.

11-16-20 Domestic w/firearm on Neighbors Pl. Cleared assist.

11-22-20 Warrant service on Rosesmill Rd. No contact.

11-30-20 Vehicle unlock on Union Hill Rd. Assist motorist.

### **After Hours Calls:**

11-04-20 Alarm at the Filling Station. Building secure.

11-21-20 Noise complaint on Town Ct. Ln. Unable to locate.



## AMHERST POLICE DEPARTMENT

### MONTHLY REPORT



#### Monthly Activities for December 2020

- 1) Accreditation continues with good progress.
- 2) Ali completed online RMS accreditation training.
- 3) Event planned for Toy Drive. Event will be at the Filing Station on Dec. 6<sup>th</sup>.  
We will be having a drive thru toy drop from 12:00 pm to 4:00 pm.
- 4) We are currently behind on toy donations as of Monday, Nov. 30<sup>th</sup>.  
We still have a few weeks to reach our goal. Our goal is 500 new toys.
- 5) (New) Emergency Plan Operation folders have been completed for the officers.
- 6) We added our third reserve officer. DJ Banton brings 11 years of prior law enforcement experience to our department. All background requirements have been met and he is currently taking courses to keep all his certifications.
- 7) Officer Payne completed his certifications for Radar/Lidar instructor.
- 8) Officer Robinson completed his certification for General Instructor.
- 9) Officer Martin completed his General Instructor apprenticeship.
- 10) All vehicle inspections were completed with all meeting requirements.
- 11) Christmas Parade planning completed.



# TOWN OF AMHERST

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

**To:** Town Council  
**From:** Tracie Morgan  
**Date:** December 2, 2020  
**Re:** November 2020 Monthly Report

---

**Utilities** – We have two months of new utility billing under our belts now and all seems well. We are running into some normal system issues that can be expected with new system set up but nothing that is causing us a problem. The time that we normally spend on “billing day” has actually been cut in half thanks to how we process them now.

**A/P** – November bills totaled \$704,204.34. This amount included drawdowns from the Sewer project and funds distributed to small businesses for the CARES Grant applications that were approved by the IDA.

**Meals and Beverage Tax** – 15 Businesses paid \$45,761.05 in Meals and Beverage Tax for the month of October.

**Personal Property Tax (License Fees)** – Vehicle License Fee bills were mailed out the end of October. Payments are due by December 7, 2020 this year since December 5<sup>th</sup> falls on a Saturday.

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

**Upcoming Items** –

- Capital Improvement Plan
- Budget

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

**CLERK OF COUNCIL REPORT  
NOVEMBER 2020**

**COMMITTEE MEETINGS**

**Industrial Development Authority**

Receive and review agenda materials; assemble packet for 11-2-20 meeting; distribute and post agenda packet to website; prepare for and attend meeting; draft minutes for approval; post to Town website

**Town Council**

Receive and review agenda materials; assemble packet for 11-12-20 meeting; distribute and post agenda packet to website; prepare for and attend meeting; draft minutes for approval; post to Town website.

**Quorums:** IDA and Town Council meetings with members; confirm cancellation of IDA meeting

**TOWN WEBSITE DESIGN AND CONTENT MANAGEMENT**

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

**TOWN FACEBOOK ADMINISTRATOR**

- Create content and/or design and post on Facebook and Website, including but not limited to:
  - Notice: Procedures for Amherst Town Council November meeting during Covid-19 pandemic with link to YouTube
  - Notice: Wastewater System Improvements and Work Schedule Updates
  - Christmas Parade: Update Notices with links to information from website
- Share links to community events and news; Monitor feedback

**2020 CHRISTMAS PARADE**

Design and order placement banners and prepare for hanging; numerous emails with parade participants and others; numerous telephone conferences; attention to detail

**STREET BANNER**

Prepare Permit Application packet and send to VDOT for approval; telephone conference with Jeff Kessler

**AUDIO VISUAL**

Telephone conferences and emails with Point Source representative to discuss audio visual needs for council chambers.

**OTHER:**

- Prepare oaths and cover letters to Clerk of Court for new council members
- Confirm recommendation of Board of Zoning member to Circuit Court Judges
- Prepare livestreaming connection from virtual meetings to YouTube
- Convert and post audio recording of meeting
- Prepare, send, post Legal Ads/Public Hearing Notice: Town Council 12/9/20
- Pick up gaiters from High Peak
- Town council member resolution and gift
- Miscellaneous phone calls, correspondence, research
- Prepare miscellaneous purchase orders

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

# Town of Amherst Committees as of November 30 , 2020

<u>TOWN COUNCIL</u>	<u>Appointed/Term Expires</u>
D. Dwayne Tuggle, Mayor	01/01/19 12/31/22
Rachel A. Carton, Vice Mayor	01/01/19 12/31/20
Kenneth S. Watts	01/01/19 12/31/22
Sarah B. Ogden	01/01/19 12/31/20
Kenneth G. Bunch	01/01/19 12/31/20
Janice N. Wheaton	11/12/19 12/31/22

<u>PLANNING COMMISSION</u>	<u>Appointed/Term Expires</u>
June Driskill, Chairperson	05/13/20 06/30/24
Janice N. Wheaton	12/11/10 12/31/20 (TC rep)
William Jones	07/01/19 06/30/23
Ted Finney	07/01/17 06/30/21
Kevin Belcher	07/01/18 06/30/22
Clifford Hart	07/01/19 06/30/23
Anne Webster Day	03/13/19 06/30/22

<u>BOARD OF ZONING APPEALS</u>	<u>Appointed/Term Expires</u>	<u>Notes</u>
Gary Mays, Chairman	04/08/15 08/31/20	Vacancy Advertised
Ed Carton	09/01/19 08/31/24	
Teresa Tatlock	07/10/16 08/31/21	
Marvin Hensley	08/31/17 08/31/22	
Kevin James Akershoek	09/01/18 08/31/23	Vacancy Advertised

<u>INDUSTRIAL DEVELOPMENT AUTHORITY</u>	<u>Appointed/Term Expires</u>
Clifford Hart	07/01/19 08/31/23
Sharon Watts Turner	07/01/18 06/30/22
Gary Jennings	05/10/17 06/30/21
Jacob Bailey	06/10/20 06/30/24
Manly Rucker	05/10/17 06/30/21
Kim Odell Stein	07/11/18 06/30/22
Richard Wydner	07/01/19 06/30/23

<u>PROPERTY MAINTENANCE INVESTIGATION BOARD</u>	<u>Appointed/Term Expires</u>
C. Manly Rucker, III	05/13/20 06/30/24
Bessie H. Kirkwood	07/01/18 06/30/22
Glenda Hash	05/13/20 06/30/24

<u>REGION 2000 REGIONAL COMMISSION/MPO</u>	<u>Appointed/Term Expires</u>
D. Dwayne Tuggle	01/01/19 12/31/20
Sara Carter	01/01/19 12/31/20

<u>Appointed/Term Expires</u>
<b><u>CENTRAL VIRGINIA TRANSPORTATION COUNCIL (MPO)</u></b>
D. Dwayne Tuggle 01/01/19 12/31/20
Sara E. Carter 01/01/19 12/31/20
<b><u>TOWN/SWEET BRIAR SEWER USE ADVISORY COMMISSION</u></b>
Clifford Hart 01/01/19 12/31/20
Kenneth S. Watts 01/01/19 12/31/20

<u>JOINT COMMITTEE ON COOPERATION</u>
Kenneth S. Watts 01/01/19 12/31/20
Kenneth G. Bunch 01/01/19 12/31/20
Sarah B. Ogden 01/01/19 12/31/20
(3 Appointments from Amherst County)

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

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

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

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

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

- AD HOC COMMITTEE – PERSONNEL PERFORMANCE EVALUATION FORMS**  
 Kenneth G. Bunch (Chairman) and Rachel A. Carton
- Review and make revisions to the Town's Personnel Employee Performance Evaluation and Employee Self-Performance Evaluation Forms

# Utility/Town Maintenance and Construction Report

Nov-20

Water Meter Read	1150
Water Meter Re-Read	38
Disconnects	26
VA-811 Service locations	34
Vehicle PM Work Orders	12
Pump Station/Plant Work Orders	28
Banners Installed/Dismantled	1
Water Services Installed/Replaced	0
Sewer Services Installed/Replaced	4
Minor Leaks Repaired	3
Major Leaks Repaired	0
Minor Sewer Problems Resolved	2
Major Sewer Problems Resolved	3

## Man Hours

Meter Reading	78
Street/Sidewalk Maintenance	287
Safety Training	4
Bush Hogging	64
Flushing Water	0
Equipment Maintenance	37
Xmas decorations	160

## Major Issues & Comments

## Routine/Annual Work

## Projects/Unusual Work

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



**TOWN OF AMHERST  
DEPARTMENT OF PLANTS  
MONTHLY PRODUCTION AND OPERATIONAL REPORT  
-- 2020**

**SUBMITTED BY: GARY S. WILLIAMS,  
DIRECTOR OF PLANTS**

**SUBMITTED ON:**

**Grandview Water Filtration Plant,**

**Daily Source Water Withdrawal, Process, and Production Volumes.**

	<b>Total, Million Gallons</b>	<b>Average, Million Gallons</b>	<b>Max., Million Gallons</b>	<b>Min., Million Gallons</b>
<b>Raw Source Water</b>	9.240	0.310	0.480	0.100
<b>Plant Production</b>	8.270	0.280	0.450	0.000
<b>Water Delivered to System</b>	7.860	0.260	0.450	0.000

**Rutledge Creek Wastewater Treatment Facility**

**Daily Process, and Production Volumes.**

	<b>Total, Million Gallons</b>	<b>Average, Million Gallons</b>	<b>Max., Million Gallons</b>	<b>Min., Million Gallons</b>
<b>Raw Influent Sewage</b>	12.912	0.430	2.008	0.197
<b>Final Treated Effluent</b>	12.235	0.408	1.853	0.170

**Stand Out Details of Monthly Operations,**

- The most notable events in November for both plants were the rain events on or around the eleventh and twelfth of the month and the twenty-ninth and thirtieth. The total recorded rainfall for the month was 9.1 inches. Heavy rains and the associated high runoff decreases water pumped from the intake structure due to silting by sand and grit washed into the structure. Operators need to backflush the intake station more often to keep the build-up down. Wastewater suffers from increased flow coming to the plant from inflow and infiltration of the sewer system due to water getting in through manhole covers and saturated groundwater precipitating through sewer cracks lines. This increased volume causes reduced detention time and particle push through, which causes the plant to violate its discharge permit. Below is a picture of the Rutledge Creek flood plane flooding at the Towns wastewater treatment facility.



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

W. THOMAS BERRY  
KYLE D. HUGHES

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

December 8, 2020

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

Attn: Sara Carter – Town Manager

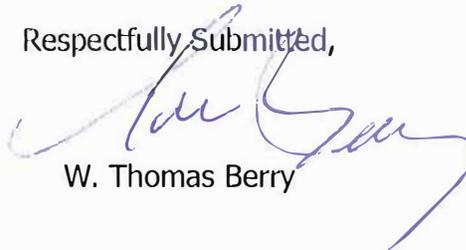
Re: Monthly Report to Town Council  
(November, 2020)

Dear Ms. Carter and Council,

My report on work regarding the following matters:

1. Town Council Meeting: I attended the monthly scheduled meeting on November 11, 2020.
2. Business:
  - A. Review of Maberry matter with Insurance Carrier.
3. Upcoming Work:
  - A. Title work on Town held property.
4. Specific review of policy and ordinances.
5. Access to Town Attorney: My email address is dawn@tomberrylaw.com. Please feel free to use this email access provided, and I will promptly return any communication. My home phone (434) 946-9501; office phone (434) 263-4886.

Respectfully Submitted,



W. Thomas Berry

WTB/dmc

**W. THOMAS BERRY, LLC**

ATTORNEY-AT-LAW

P.O. BOX 354/ 402 COURT STREET

LOVINGSTON, VA 22949

PHONE: (434) 263-4886

**Invoice**

Date	Invoice #
12/8/2020	9532

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

<b>Terms</b>
Due on receipt

Description	Qty	Rate	Amount
11/3/2020 LETTER SANZONE - MABERRY	0.8	175.00	140.00
11/13/2020 T/T VRSA - MABERRY	1	175.00	175.00
11/13/2020 T/T JOHN ZUNKA	1	175.00	175.00
11/14/2020 PERPARED FILE FOR ZUNKA	1	175.00	175.00
11/11/2020 TOWN MEETING	2	175.00	350.00
11/14/2020 CALLED DOWNY ON MABERRY	0.8	175.00	140.00
11/30/2020 T/T DOWNY	0.5	175.00	87.50

<b>Total</b>	\$1,242.50
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$1,242.50

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

**Board of Directors Regular Meeting Minutes**  
**The Spring House Restaurant**  
9789 Richmond Hwy  
Lynchburg, VA 24504  
October 22, 2020 – 6:00 p.m.

**Directors:** Jeff Floyd, Chairman  
(Present) Doug Perrow, Treasurer  
Chad Barrett, Assistant Treasurer  
Karen Angulo  
Brandon Schmitt  
Bruce Jones  
Charles Smith  
Joetricia Humbles  
Nancy Jo Billings

**Directors:**  
(Absent) Brandon Payne

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

**Others:**

**Call to order:** The regular meeting of the Robert E. Lee Soil and Water Conservation District Board of Directors was called to order October 22, 2020, at 6:05 p.m., by Jeff Floyd, Chairman, at The Spring House Restaurant, 9789 Richmond Hwy, Lynchburg, Virginia.

**Acknowledgement of Guests:** None

**Adopting the Agenda:** Jeff Floyd, Chairman, asked if there were any changes to the agenda. **Motion was made to approve the agenda as presented. (Perrow, Barrett, passed 9/0)**

**Reading and Approving the September 24, 2020 Minutes:** Jeff Floyd, Chairman, asked if there were any corrections to the minutes (copy filed with the minutes). **Motion was made to approve the minutes as presented. (Barrett, Perrow, passed 9/0)**

**REPORT OF OFFICERS/PARTNERS/STAFF**

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

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

**Quarterly reports** are due October 15. Attachment E, plus Quickbooks cash balance sheet and P&L for the quarter.

**VACS reminders:** *Thoroughly review Part I of the VACS contract with each applicant.* Make sure applicants understand that cost-share is considered income. Applicants may benefit from getting professional tax advice prior to submitting a W-9 and signing contract Part I. Also make clear to prospective VACS applicants that if they accept cost-share and/or Tax Credit they are responsible for maintaining the practice through its lifespan even if they lose control of the property due to the "sale, lease, or changed use of the property." This conversation provides an opening to also mention how a participant can transfer maintenance responsibility to a new party after their BMP is completed (see "Transfer of Responsibility Form" on page II-50). A form is available in the VACS manual (page II-49) to document the transfer of a contract to a new participant PRIOR to bmp completion. In this case a new Part I and W-9 will be needed.

**SL-7 (Extension of Watering Systems)** requires that all acres in the grazing system must have streams excluded. Districts are to monitor for compliance with a written grazing plan (NRCS Standard 528 Prescribed Grazing).

**Miscellaneous:**

**Stuart Blankenship** has joined the Division of Soil & Water as the new Nonpoint Source Data Manager. He had Sign up for approximately 22,000 tons of poultry litter for transport to eligible localities was submitted to the DCR Poultry Litter Transport Program in FY2020. The December 2021 interim Chesapeake Bay Watershed Implementation Plan target is a rate of 30,000 tons/year

November 4, 2020 TAC Public Meeting 1pm to 4pm

Director training will continue prior to the BOD meeting on November 19, 2020 at 4:30 pm.

December 15, 2020 FOIA Training via zoom 3 to 4 pm

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

**EQIP**

New applications for FY21 are being accepted and field visits are being set up with landowners. We have not received any revised EQIP program details or deadlines for FY21.

With the recent improvement in the weather we are seeing installation of practices in existing EQIP contracts increasing.

**CRP/GRP/WRP**

No changes since the last meeting.

**CSP – Conservation Stewardship Program**

48 CSP-GCI and regular CSP contracts are currently being worked on to complete the annual payment process and to be completed between Nov and Jan 2021.

2 new applications for the CSP-GCI program.

1 regular CSP program renewal application to be evaluate and estimated.

No revised regular CSP program details or deadlines for FY 21 have been received yet.

**Outreach, Training and Upcoming Events**

We are continuing to have our training and other meetings by webinar and/or teleconference due to the COVID-19 outbreak.

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

Renewed CPR and First Aid classes  
 Attended chain saw refresher class  
 No more funds for RT so at present over \$3000 over allotment with more applicants  
 Preparing for Fall fire season as weather predictions are saying dryer than normal

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

Public schools will begin to let 4-H programs back in school soon.  
 Pesticide recertification program scheduled for Nov 10/2020 outside Farm Supply in Brookneal Va.  
 Program will be available online thru VA Tech and can be set up thru the Extension office.  
 Water testing continues until November 18<sup>th</sup>, with charges around \$60.

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

**Projects:**

Plans and designs for new projects are being worked on. Monitoring progress on projects under construction. Meeting new producers that are interested in our programs. Three large livestock exclusion practices are getting their project packets worked on.  
 Working on materials and information needed for DCR Engineering for Three Ag Waste Structures.  
 Working on Nutrient Management Plans for producers

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

Contract #	Instance#	Watershed/ County	Est Cost	C/S AMT	Comp Date	Fund	Practice
10-21-0004	393897	CB/AP	\$211,275.04	\$158,456.26 Tax Credit \$13,204.70	June 30, 2021	PY21 CB VACS	WP-4LC  <b>Motion approved (Schmitt/Barrett, 9/0)</b>
10-21-0015	421027	OCB/AP	\$7550.00	Tax Credit \$1,887.50	June 30, 2021	Tax Credit	SL-8B

10-21-0016	421028	OCB/Cam	\$25,530.00	Tax Credit \$6,382.50	June 30, 2021	Tax Credit	SL-8B
10-21-0017	421029	OCB/AP	\$49,230.00	Tax Credit \$12,307.50	June 30, 2021	Tax Credit	SL-8B
10-21-0018	421030	OCB/AP	\$17,280.00	Tax Credit \$4,320.00	June 30, 2021	Tax Credit	SL-8B <b>All SL-8B Motion approved (Smith, Jones 9/0)</b>
10-21-0019	421031	OCB/Cam	\$122,119.63	Tax Credit \$6,448.41	June 30, 2021	Tax Credit	SL-6N <b>Motion approved (Schmitt, Perrow, 9/0)</b>
10-21-0020	421032	OCB/Cam	\$185,825.33	Tax Credit \$9,936.58	June 30, 2021	Tax Credit	SL-6W <b>Motion approved (Schmitt, Perrow, 9/0)</b>

**Watershed Dams:**

Watershed dams are doing well and in good shape. Checking on the dams as the rainfall events happen. Second maintenance mowing has been completed by Hall's Landscaping. Check has been sent to contractor.

**BMP Spot Checks:**

Both gravel maintenance issues have been fixed for the two contracts in AP/Cam. Seven DCR verification spot checks were performed on 10/14,10/15 2020. No issues found.

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

- Practices Completed Not-Paid-

<u>Contract#</u>	<u>Prac</u>	<u>C/S</u>	<u>C/S</u>	<u>Fund</u>	<u>Date</u>
10-20-0005	SL-6W	Camp.	N/A	2020 OCB VACS	10/20

*Project Totals- 14,430' stream exclusion fence, 3,650' cross fence, 5,505' of pipeline completed; the drilled well components (pumping plant) and 3 water troughs to be installed.*

- PY21 OCB Cost Share Practice Applications-
  - Three applications (1 FR-1, 2 SL-6W) conservation plans and cost estimates currently.
- C/S Projects Contracted-

- Currently twelve SL-6/SL-6W contracts (15 instances) approved.
- Ongoing farm visits, conservation plans, construction designs, measuring and inspecting completed practices, practice as-built updates.

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

- Monthly Office duties completed.
- First Quarter Attachment E prepared and submitted.
- First Quarter 941, VEC and State reports submitted
- Shentel billing set up corrected for auto pay.

**Motion Request:** Motion to accept Hannah Tillotson’s resignation approved. **(Barrett, Schmitt 9/0).**

**Motion Request:** Motion to have our November Board of Directors Meeting on November 19, 2020. Motion approved **(Perrow, Barrett 9/0)**

**Motion Request:** Motion to not have a Board of Directors meeting in December 2020. Motion approved **(Perrow, Schmitt, 9/0)**

Directors Meet & Greet zoom meeting will be on November 11, 2020 from 7pm to 8pm. Reference email from Oct 5<sup>th</sup>.

District office closed Nov 3<sup>rd</sup>, Nov 11<sup>th</sup>, at noon Nov 25<sup>th</sup> and all-day Nov 26<sup>th</sup> and 27<sup>th</sup>.

The next regular meeting of the RELSWCD Board of Directors is scheduled for the Third Thursday – October 19, 2020.

Training will be held with the Directors at 4:30pm.

**9-RELSWCD Conservation Education Specialist Report** – Hannah Tillotson’s resignation is on file. No report provided.

**10. Timberlake WID – George Schrader, Trustee Treasurer** report provided and on file.

The Timberlake Watershed Improvement District’s Trustee candidate, as well as the FY2021 budget and type of indebtedness were approved by the VASWCB at their September meeting. Please extend our thanks to the board for their continued support as this was a significant and historical milestone in many ways.

The trustees submitted the dredge project Joint Permit Application and the Solid Waste Management Permit Application. The Joint Permit Application Number 20-1840 has been assigned to the project and the is WID preparing to address any request for additional information from the VA DEQ.

The loan documentation for the project is processing with Frontier Community Bank and we expect an update on the loan status within the next couple of weeks.

## REPORT OF COMMITTEES

**11. Strategic Planning Committee-** Committee updated the Annual Plan of Work for 2020-2021 and the Strategic Plan for 2020-2024 FY.

**Motion Request:** Approve the updated Annual Plan of Work for FY 2020-2021 Motion approved (Angulo, Jones 9/0).

**Motion Request:** Approve the updated Strategic Plan for FY 2020-2024. Motion approved (Schmitt, Barrett 9/0).

**UNFINISHED BUSINESS - None**

**NEW BUSINESS-** Review of the Education Specialist position requested.

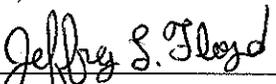
**Motion request:** For the Personnel and Education Committee’s meet to review the position of Education Specialist, inventory of items at the District to produce videos and possible advertising position opening. Motion approved (Barrett, Schmitt 9/0).

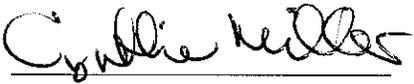
**Meeting schedule for Monday November 2, 2020 at 5pm.**

**PUBLIC COMMENT - None**

**ANNOUNCEMENTS – None**

**ADJOURNMENT -** The Chairman adjourned the meeting at 7:12 p.m. (Schmitt, Barrett passed 9/0)

  
\_\_\_\_\_  
Jeff Floyd, Chairman

  
\_\_\_\_\_  
Cindy Miller, Office Administrator



Ralph S. Northam  
Governor

R. Brian Ball  
Secretary of  
Commerce and Trade

## COMMONWEALTH of VIRGINIA

Erik C. Johnston  
Director

### DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

December 7, 2020

**VIA EMAIL**

Tracie L. Morgan  
Treasurer  
Town of Amherst

Re: Award Letter, Guidance, and Required Certification for COVID-19 Municipal Utility Relief Program to Assist Customers

Dear Tracie L. Morgan:

On behalf of Governor Northam, it gives me great pleasure to inform you that Town of Amherst has been awarded federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funds pursuant to the Appropriation Act mandated State Corporation Commission application process in the amount of \$30,819.13 to assist with municipal utility customer relief for all eligible customers of Town of Amherst. This funding is being provided under CFDA 21.019 – Coronavirus Relief Funds (CRF). Additional details concerning this program including guidance, requirements, and several model forms are included in the following pages.

Additional guidance concerning this program has been included with this letter, including a model customer intake form. Please read this carefully before proceeding with additional steps. Given the tight timeline for utilization of these funds and to ensure each utility directly receives these funds in an expedited manner you must return the attached certification in partnership with a city or county that will act as the fiscal agent to receive the funds from the Department of Accounts (DOA) and the city or county will then forward funds to the municipal utility to implement the program for the utility's customers. Once the project is complete, DOA will follow up regarding project outcomes and compliance. I want to reiterate that it is incumbent on Town of Amherst and the partnering city or county to ensure project expenses are properly documented and verified in case of audit.

For questions contact DHCD staff member David Conmy at [utility@dhcd.virginia.gov](mailto:utility@dhcd.virginia.gov).

Sincerely,

A handwritten signature in black ink that reads "Erik C. Johnston".

Erik Johnston  
Director, Virginia Department of Housing and Community Development

CC: David Von Moll, Comptroller, Department of Accounts  
Encl: COVID-19 Municipal Utility Relief Program Guidance, Certification Form and Addendum, and Model Customer Intake Form

## **COVID-19 MUNICIPAL UTILITY RELIEF PROGRAM:**

### **Guidance and Required Certification**

Based on the response that the Virginia State Corporation Commission (SCC) received from your utility system in the Application for Coronavirus Relief Funds (Municipal Utilities), the SCC has determined your award amount which is reflected in your award letter. Accordingly, the award letter, guidance, and required certification will serve as the next steps in facilitating this program.

**Fundamentally, the goal of this program is to assist municipal utility customers experiencing economic hardship due to the COVID-19 pandemic.** As such, and because quick action is essential in order to address the public health needs of municipal utility customers, your award amount must be disbursed through a partnering county or city that will serve as the fiscal agent with the Department of Accounts (DOA) disbursing funds and having responsibility for sub recipient monitoring. Consequently, municipal utility systems, especially those that are not directly managed by a city or a county, will need to partner with a city or county to serve as the fiscal agent for this program. Cities and counties may serve as the fiscal agent for more than one municipal utility system. In order to receive your CRF funding for this program, the chief administrative officer for the partnering city or county and the authorized official representing the municipal utility will be required to certify their respective organization's participation in this program and its adherence to all associated CARES Act regulations. A standard certification for this program requiring signatures from both officials on behalf of their respective organizations has been included near the end of this document.

**Please note that the U.S. Treasury guidance requires attestation by utility customers of the COVID-19 economic hardship, which means utilities will need to collect and save these customer attestations before forgiving eligible arrearages.**

Any customer – with the exception of any government entity – shall be eligible for such arrearage assistance. Municipal utilities are encouraged to pay the full amount of arrearages owed by eligible customers that apply for arrearages owed from the March 1, 2020, through December 30, 2020 time period. Funds can only be used to provide direct assistance to customer accounts over 30 days in arrears during the covered period. Municipal utilities must prioritize assistance first to customers with accounts over 60 days in arrears and then for accounts 30 days in arrears. Municipal utilities are also encouraged to use their discretion to establish a maximum award amount for non-residential customers to ensure the majority of the available assistance awarded is not awarded to large customers. Arrearage assistance programs must strive for equity in program outreach to all customers and should focus outreach efforts on COVID-19 impacted customers.

The SCC has calculated the proportional share of available funding for each municipal utility system that applied by the SCC's November 30<sup>th</sup> application deadline. This information was forwarded to DHCD, which is facilitating the award letter and certification process for municipal utilities and their partnering city or county. These certifications will be accepted by DHCD on a

rolling basis after the date your award letter was distributed. **The awarded municipal utility and their city or county fiscal agent will be required to certify to abide by U.S. Treasury guidance and other regulatory matters concerning the use of CRF funds.** The intent is for this allocation to pass through the county or city directly to the municipal utility to serve eligible municipal utility customers. The municipal utility as the customer utility relief program operator should develop a sub agreement with the county or city fiscal agent assuring the city or county fiscal agent that the municipal utility will be responsible for compliance with state and federal law. Upon receipt by DHCD of this certification and award letter from the county/city and municipal utility, the Department of Accounts (DOA) will then distribute funds directly to cities and counties, which will serve as the fiscal agent on behalf of their partner municipal utility(ies). DOA will also be the lead state agency working with the city or county and their partnered utility system(s) on monitoring to ensure compliance with the program and federal guidelines.

**All applicants must certify that all administrative expenses for direct program implementation and direct relief provided to eligible customer arrearages for the covered time period March 1, 2020 – December, 30 2020 will be expended and any unspent funds returned to DOA by COB Friday January 29, 2021.**

Participating cities and counties may allow municipal utilities and their partners working directly to implement this program to utilize up to 5% of their allocation for direct administrative costs to support management of relief programs. **Proper recordkeeping on these administrative costs must also be maintained and made available for auditing purposes.**

**Additionally, it is important for participating localities to refrain from providing dual benefit to customers who have already received some level of assistance through other existing programs funded by the CARES Act for the same months of arrearages.** An example is to ensure business customers have not received utility relief for the same time period through the Rebuild Virginia Grant Fund or local CARES Act relief.

**Please note that approval of a CRF allocation for purposes of this utility arrearage program does not represent any assurance, legal or otherwise, that the approved project complies with all federal guidelines related to the use of these funds. Cities and counties in addition to their partner municipal utility(ies) are strongly encouraged to consult their legal counsel prior to expending the federal CRF funds that have been awarded through this program.**

**Chiefly, municipal utilities must justify and document use of CRF funds by assisting customers who are experiencing economic hardship due to the COVID-19 pandemic. Therefore, such applications will require self-certification by municipal utility customers in order to be considered eligible for arrearage relief.** A standard self-certification form/questionnaire is included near the end of this document that cities and counties and their partner municipal utility(ies) are encouraged to utilize. **Documentation of self-certification for all municipal utility customers participating in this program is required for state auditing purposes so please maintain accurate records for all customers receiving support from the program.** This certification may also be collected through other means such as over the phone interviews or

through an online form but should generally be harmonious with the form/questionnaire provided. Utility Customers may only receive a direct payment subsidy from this award once, per the state budget requirement. Utilities may not direct any funds provided to new deposits, down payments, fees, late fees, interest charges or penalties.

### **Federal CARES Act Guidance:**

It is extremely important to know and comply with all of the federal conditions that exist for CRF allocations. To that end, please refer to the federal guidance and frequently asked questions:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

**This information is routinely updated, so guidance may have changed since you last consulted it.**

Compliance with the federal guidance is the responsibility of the city or county submitting the application on behalf of a municipal utility and failure to do so could result in disallowed expenses requiring repayment of the associated funds to the federal government. If the city or county fails to repay any funds spent for nonqualifying expenses on behalf of a municipal utility as required by the federal government, the State Comptroller will recover such amounts from future state payments to the locality via the State Aid Intercept Program. Consequently, cities and counties are encouraged to develop agreements or memorandums of understanding (MOU) with their partner municipal utility system(s) to indemnify cities and counties in the event the municipal utility system does not adhere to U.S. Treasury guidelines and consequently subjects the city or county to such State Aid Intercept action(s).

In addition to the revised federal guidance, on September 2, 2020, the U.S. Treasury's Office of the Inspector General issued information related to reporting and audit requirements. Information regarding the audit and reporting requirements can be found at the same link provided above. Further, the State Comptroller's office (DOA) has sub-recipient monitoring responsibilities that will necessitate evaluation and additional correspondence with cities and counties regarding the use of funds. Again, cities and counties are encouraged to develop MOUs that will help establish clarity concerning responsibility and accountability among all parties regarding this requirement.

As a reminder, the overarching federal guidance states that these funds must be used for qualifying expenses of state and local governments. Specifically, the CARES Act provides that payments from the CRF may only be used to cover costs that:

1. are necessary expenditures incurred due to the public health emergency with respect

- to the Coronavirus Disease 2019 (COVID–19);
2. were not accounted for in the budget most recently approved as of March 27, 2020, (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

The federal guidance continues to state that the CRF funds can be used only for the direct costs associated with the response to the COVID-19 pandemic and cannot be used to address revenue shortfalls. CRF funds should be considered "one time" monies and should not be used for ongoing services and/or base operations. Furthermore, fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Any unspent funds must be returned to DOA no later than COB January 29, 2021, so cities and counties working on behalf of their partner municipal utility(ies) are strongly encouraged to factor that deadline into the administration of their local programs.

### **Required Certification**

In order to receive the CRF funding amount calculated by SCC, each city and county and their partner municipal utility system(s) must complete a certification form (also at the end of this document). The certification form must be signed by the chief administrative officer for the city or county and the authorized official representing the municipal utility partner. In the event more than one municipal utility partners with a city or county, a separate certification will be needed for each partnership.

Before signing the certification, applicants are recommended to read and understand the federal guidance and the frequently asked questions contained in the links provided in Appendices A and B, respectively. The most recent information on this guidance and the frequently asked questions can be obtained at:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

and

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

Please note that the certification statement includes an acknowledgment that recipients may not receive reimbursement or recipients may be required to return funds to the federal government if it is determined that those funds were spent for purposes that do not qualify. It is important to understand that the burden of ensuring that all CRF funds are spent for qualifying purposes falls to the city or county working on behalf of the municipal utility. Again, cities and counties are encouraged to develop MOUs that will help establish clarity concerning responsibility and accountability among all parties regarding this requirement.

Awardees are responsible for maintaining all necessary documentation to ensure compliance with the federal requirements. The State Comptroller is responsible for all sub-recipient monitoring and may require additional information in the future from each city or county and/or their partner municipal utility system(s) to address that responsibility.

If the federal government determines that awardees have used CRF funds for purposes that do not qualify, awardees must return those funds to the state promptly so that they may be returned to the federal government. As a condition of receiving CRF funds, awardees agree that the Commonwealth can use State Aid Intercept to recover any funds from the corresponding city or county necessary for expenses that were not for a qualifying purpose or not for expenses incurred during the eligible time period. Consequently, cities and counties are encouraged to develop agreements or memorandums of understanding (MOU) to indemnify cities and counties in the event the partner municipal utility system(s) does not adhere to U.S. Treasury guidelines and consequently subjects the city or county to such State Aid Intercept action(s).

### **Submission of Certification**

The certification form on the next page contains more specific details on the responsibilities of the city and county and partnered municipal utility.

The signed certification form should be submitted to DHCD through the following web portal: <https://survey.alchemer.com/s3/6053803/COVID-19-Municipal-Utility-Relief>. Certifications will be accepted on a rolling basis.

If you have any questions regarding the appropriate use of CRF funds, please refer to the U.S. Treasury Website and guidance linked above. For questions about this process or technical questions about the certification form or the distribution of the funds, please first refer to the FAQ documents provided and then send unresolved inquiries to: [utility@dhcd.virginia.gov](mailto:utility@dhcd.virginia.gov)

**Certification:**

**(Please update the yellow highlighted fields as it pertains to your circumstances)**

**CERTIFICATION for RECEIPT of CORONAVIRUS RELIEF FUND PAYMENTS**

**by**

**(CITY OR COUNTY NAME)**

**on behalf of**

**(MUNICIPAL UTILITY NAME)**

We, the undersigned, represent **(CITY OR COUNTY NAME)** and are working in partnership with **(MUNICIPAL UTILITY NAME)** (the utility), and we certify that:

1. The intent is for this allocation to pass through the county or city directly to the municipal utility to serve all eligible Virginia municipal utility customers. The customer utility relief program operator should develop a subagreement with the county or city fiscal agent that ensures they will be responsible for compliance with state and federal law.
2. We have the authority to request direct payment, on behalf of the utility from the Commonwealth of Virginia, of revenues from the Coronavirus Relief Fund (CRF) pursuant to section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
3. We understand that the Commonwealth of Virginia will rely on this certification as a material representation in making a direct payment to the city or county.
4. The city or county and municipal utility's proposed uses of the funds received as direct payment from the Commonwealth of Virginia under section 601(b) of the Social Security Act will be used only to cover those costs that:
  - a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. were not accounted for in the budget most recently approved as of March 27, 2020, for the utility; and
  - c. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
5. Any funds that are not expended or that will not be expended on necessary expenditures incurred before December 30, 2020, by the municipal utility or its grantee(s), must be returned to Commonwealth of Virginia no later than January 29, 2021, and that the Commonwealth of Virginia is entitled to invoke State Aid Intercept to recover any such unexpended funds.
6. We understand that customer attestations of the COVID-19 economic hardship must be obtained and saved by the utility relief program before forgiving arrearages.
7. We understand that the municipal utility will not receive continued funding beyond

December 30, 2020, from any source to continue paying expenses or providing services that were initiated or previously supported from CRF funds prior to December 30, 2020.

8. Funds received as a direct payment from the Commonwealth of Virginia pursuant to this certification must adhere to official federal guidance issued or to be issued regarding what constitutes a necessary expenditure.
9. Up to five percent of funds allocated to individual localities may be used for direct administrative costs to support management of the utility relief programs.
10. Any CRF funds expended by the municipal utility or its grantee(s) in any manner that does not adhere to official federal guidance or COVID-19 Municipal Utility Relief Program guidance shall be returned to the Commonwealth of Virginia within 30 days of a finding that the expenditure is disallowed, and that the Commonwealth of Virginia is entitled to invoke State Aid Intercept on the city or county serving as fiscal agent to the partner municipal utility system to recover any and all such funds that are not repaid within 30 days of a finding that the expenditure is disallowed.
11. As a condition of receiving the CRF funds pursuant to this certification, the city or county on behalf of the municipal utility system shall retain documentation of all uses of the funds, including but not limited to payroll time records, invoices, direct administrative costs, and/or sales receipts. Such documentation shall be produced to the Commonwealth of Virginia upon request.
12. The city or county on behalf of the municipal utility system must maintain proper accounting records to segregate these expenditures from those supported by other fund sources and that all such records will be subject to audit.
13. Any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected revenue collections from taxes, fees, or any other revenue source.
14. Fund payments may not be used for government revenue replacement, including the replacement of unpaid municipal utility fees.
15. Any CRF funds received pursuant to this certification will not be used for expenditures for which the municipal utility and its subrecipients have received funds from any other emergency COVID-19 supplemental funding (whether state, federal, or private in nature) for that same expense nor may CRF funds be used for purposes of matching other federal funds unless specifically authorized by federal statute, regulation, or guideline.

We certify that we have read the above certification and our statements contained herein are true and correct to the best of our knowledge.

<b>City or County Chief Administrative Officer (CAO)</b>	<b>Authorized Official Representing Municipal Utility Allocated Funds by SCC</b>
Name of City or County:	Name of Municipal Utility:
Printed Name of CAO:	Printed Name of Municipal Utility Official:
Signature:	Signature:
Title:	Title:
Date:	Date:

Please provide city/county DUNS number: \_\_\_\_\_

Please provide municipal utility DUNS number: \_\_\_\_\_

## **Certification Addendum**

**(Please update the yellow highlighted fields as it pertains to your circumstances)**

### **Federal Requirements for information to be included in agreement between county/city and municipal utility**

#### **§200.332 Requirements for pass-through entities.**

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal award identification. (Federal Coronavirus Aid, Relief and Economic Security Act (CARES ACT, Coronavirus Relief Fund))

(i) Subrecipient name (which must match the name associated with its unique entity identifier); (Name of Municipal Utility with SCC allocation)

(ii) Subrecipient's unique entity identifier; (Municipal Utility's DUNS number. If municipal utility does not have, please note)

(iii) Subaward Period of Performance Start and End Date; (Determined by city/county and utility given program start date and January 29, 2021, deadline to return funds)

(iv) Subaward Budget Period Start and End Date; (Determined by city/county and utility given program start date and January 29, 2021, deadline to return funds)

(v) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient; (Amount in final award letter)

(vi) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation; (Amount in allocation letter plus any other federal grant to from county/city to the utility)

(vii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity; (Amount in final award letter plus any other federal grant to from county/city to the utility)

(viii) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA); (Coronavirus Relief Fund: Municipal Utility Relief Program to Assist Customers)

(ix) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity; (U.S. Treasury Department/County or City/Contact for County or City Awarding Official)

(x) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement; (CFDA Number and Title are 21.09, Coronavirus Relief Funds)

(xi) Identification of whether the award is R&D; and (This is not R&D award)

(xii) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414. (No indirect costs can be charged by county/city or municipal utility)

**Appendix A is available at:** <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

**Appendix B is available at:** <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

# **COVID-19 MUNICIPAL UTILITY RELIEF PROGRAM**

## **Utility Arrearage Assistance**

### **Model Customer Intake Form**

#### **GENERAL INFORMATION**

1. Date of Customer's Application: \_\_\_\_\_
2. Account Number or Other Unique Identifier of the Customer Utility Bill: \_\_\_\_\_
3. Total Arrearage from March 1, 2020 – December 30, 2020 that is due (Provided by Municipal Utility with statement demonstrating amount attached): \_\_\_\_\_
4. Street Address (where utility service is provided): \_\_\_\_\_  
\_\_\_\_\_
5. City or County (where utility service is provided): \_\_\_\_\_
6. State (where utility service is provided): \_\_\_\_\_
7. ZIP Code (where utility service is provided): \_\_\_\_\_
8. Customer Phone Number: \_\_\_\_\_
9. Customer Type:  
 Residential  
 Non-Residential

#### **RESIDENTIAL CUSTOMERS COMPLETE THIS SECTION**

1. Name of Residential Account Holder:

\_\_\_\_\_

First	M.I.	Last	(Maiden)
-------	------	------	----------

2. For residential customers: place mark beside the applicable cause of economic hardship if you or a person in your household has experienced a loss of income due to the COVID-19 pandemic (check all that apply):

been laid off;

place of employment has closed;

have experienced a reduction in hours of work;

must stay home to care for children due to closure of day care and/or school;

lost child or spousal support;

- not been able to work or missed hours due to contracting COVID-19;
- unable to find work due to COVID-19;
- unwilling/unable to participate in previous employment due to high risk of severe illness from COVID-19
- other (describe) \_\_\_\_\_

**NON-RESIDENTIAL CUSTOMERS COMPLETE THIS SECTION**

1. Name of Non-Residential Account Holder: \_\_\_\_\_
2. Property Name: \_\_\_\_\_
3. Is the utility fee arrearage due to economic hardship experienced by the customer as a result of the COVID-19 pandemic? (Check Y/N)
4.  YES (Eligible for relief; provide explanation below.)
5.  NO (Not eligible for relief.)
6. Provide an explanation of the COVID-19 related economic hardship:  
 \_\_\_\_\_  
 \_\_\_\_\_

**CARES Act assistance application may:**

- Assist for bills dated March 1, 2020, to December 30, 2020, and may not be used for past due amounts prior to this time period or after this time period.
- Funding is designed to be a one-time opportunity, with only one payment per household (for residential) or account holder and their successors (for non-residential).
- Funding can be used for the following bills:
  - Water
  - Wastewater
  - Electric
  - Gas

---

**Applicant's Certification:**

- I desire to receive any assistance to which I am legally entitled under this program and its specifications.
- I certify that the reason I am eligible for this CARES Act assistance is correct to the best of my knowledge and belief.
- I understand that my signature on this form gives permission for the staff at (insert name of city or county and municipal utility) to verify records as necessary to verify my eligibility for assistance.

- I declare to the best of my knowledge that:
  - o (1) for residential applicants: I am the only person living in the household at the address shown on this form who has applied for this assistance, or
  - o (2) for non-residential applicants: I am the only person who has applied for/on behalf of the non-residential account holder, including their successors, at the address shown on this form and that I am not a government account holder.
- I certify that this customer has not received CARES act relief for any of the arrearages I am applying for from any other source including Rebuild VA Grants.
- I understand that if I give false information or withhold information in order to make myself eligible for benefits that I am not entitled to or apply for assistance at more than one site, I can be prosecuted for fraud and/or denied assistance in the future.
- I understand that the agencies involved in this program may verify all of the information which I have provided.
- I understand and my signature on this form gives permission to (insert name of municipal utility) to which I am applying to verify information concerning my need for assistance.
- Others?

---

**Printed Name**

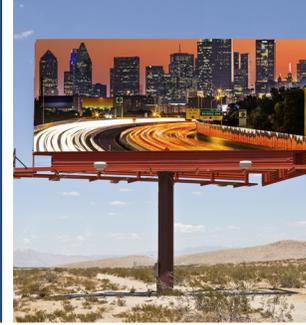
---

**Signature**

---

**Title (for non-residential account holders)**

<b>Municipal Utility Intake Information:</b>	<b>ACTION TAKEN</b>	<b> Screener</b>	<b> Date</b>



## An Experienced Partner Helping Municipalities Achieve Greater Financial Security

### How Does a Municipal Transaction Work?

#### **Initial Review.**

Our team works closely with you to complete a risk assessment of your site or sites. We conduct a comprehensive analysis and review of factors such as site location, tenant, site type, rental rate, lease structure, comparable rent market analysis, area demographics, and much more. There is no charge for our consultation, and no obligation on your part.

#### **Detailed Proposal.**

We map out the details of converting your unsecured lease into a secure lump-sum investment, and provide you with a comprehensive, tailored proposal that includes the terms that will address your specialized needs. We provide guidance every step of the way, answering your questions and ensuring that the process is as transparent, easy and efficient as possible.

#### **Closing and Funding.**

A dedicated, experienced team will be assigned to your deal and will use standardized documentation to conduct due diligence through a series of checklists, and then process, document, and finalize your transaction. At every point in time, you will know exactly where your transaction stands and what we are doing to complete it. By leveraging our experience and knowledge, Landmark works hard to create an easy and straightforward closing process which is simple, efficient, and satisfying for our clients. At Landmark, we close transactions quickly and efficiently – typically within 30 days from clear title. The Landmark team has years of experience in the ground-lease industry in the areas of legal, underwriting, closing, and servicing transactions – and this means you benefit from our expertise, knowledge, and transparency throughout the entire process.

During the past 20 years, Landmark Dividend's management team has directly funded billions of dollars in commercial real estate acquisitions, and acquired more than 4,000 telecom and billboard ground leases. We have the financial resources and expertise to provide you with the most efficient and reliable source of funding in the industry.



LANDMARK  
DIVIDEND



## Municipalities We've Done Business With

- City of Webster Groves, MO
- City of Maple Heights, OH
- City of LaGrange, GA
- City of Dellwood, MO
- City of Euclid, OH
- City of Lockport, NY
- City of Harvard, IL
- Borough of Seaside Heights, NJ
- Borough of Ocean Gate, NJ
- Borough of Dumont, NJ
- Lakewood Township Municipal Utilities Authority, NJ
- City of Kearney, MO
- City of Zion, IL

**"This was a great opportunity for the borough to get a substantial lump sum payment** that was used for the operating budget of our water utility. After the borough had reviewed the competing bids it was an easy decision to do business with Landmark Dividend. Our attorney also liked the simplicity of your one page closing document and found it very easy to work with your in house council."

John A. Camera  
Borough Administrator  
Borough of Seaside Heights, NJ

**"Landmark Dividend was a great help to me** when I monetized the city of Sesser's American Tower lease. Our sewer system was in desperate need of repair and upgrade, and I was able to accomplish this with the cash lump sum from the lease buyout. In addition, we had enough money left over to buy a backhoe to help with other projects around the city. I would definitely recommend Landmark Dividend to any cellular landlord who is considering selling their lease."

Jason Ashmore  
Mayor  
City of Sesser, Illinois



### Michael Henschel

Vice President of Acquisitions

[mhenschel@landmarkdividend.com](mailto:mhenschel@landmarkdividend.com)

(847) 847-4604 Direct

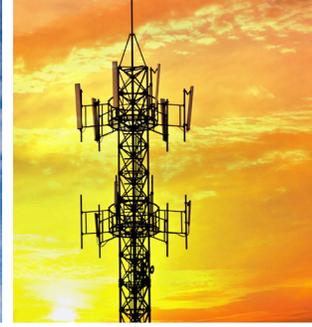
(847) 847-4604 Fax



[landmarkdividend.com](http://landmarkdividend.com)



LANDMARK  
DIVIDEND



## Let Landmark Dividend Maximize Your Cellular Space

**Landmark Dividend gets your property in front of the right people.** We help landlords just like you find new cellular tenants. It's called **'site marketing,'** and it's our team's only focus. By leveraging our extensive contacts and industry knowledge within the wireless and site acquisition communities, we can bring you new wireless carrier tenants and generate a 'new' monthly revenue stream for your property - one you wouldn't otherwise have. And when you work with Landmark Dividend, there's no capital outlay or administrative overhead required - **it's hassle free!**

**Why Site Marketing?** Every year, thousands of new wireless sites are built in the U.S. Carriers build new sites to alleviate coverage gaps and reduce strain on their over-taxed existing networks. They often work with site marketing firms like ours to locate sites within their markets.

**Marketing and Lease Negotiations.** We're aggressive about marketing your site for new leases, as we should be. Beyond that, we also assist and advise in lease negotiations while always keeping your interests paramount, providing consultation market rent, escalation frequency, and termination language.

**There is never a cost or obligation** to speak with a Landmark Representative. We have earned an extremely high satisfaction rating from our customers, and the most common praise we receive is for our honesty, good communication, professionalism and fast turn times.

**Financial Flexibility.** Depending on the lease economics, and your particular financial situation, we can buy your lease outright for a single up-front, lump-sum payment. This provides you with the needed funds to grow your business.



### Michael Henschel

Regional Vice President, Acquisitions

[mhenschel@landmarkdividend.com](mailto:mhenschel@landmarkdividend.com)

(847) 847-4604 Direct

(847) 847-4604 Fax



[landmarkdividend.com](http://landmarkdividend.com)

## How does a Landmark Dividend transaction work?

**1 Initial review.** Our team works closely with you to complete a risk assessment of your site. We conduct a comprehensive analysis and review of factors such as site location, tenant, site type, rental rate, lease structure, comparable rent market analysis, and much more. There is no charge for our consultation, and no obligation on your part.

**2 Detailed proposal.** We map out the details of buying your cellular lease for a lump-sum cash payment, and provide you with a comprehensive, tailored proposal that includes the terms that will address your specialized needs. We provide guidance every step of the way, answering your questions and ensuring that the process is as transparent, easy and efficient as possible.

**3 Closing and funding.** A dedicated, experienced team will be assigned to your deal and will use standardized documentation to conduct due diligence through a series of checklists, and then process, document, and finalize your transaction. At every point in time, you will know exactly where your transaction stands and what we are doing to complete it. At Landmark, we close transactions quickly and efficiently – typically within 45 days.

During the past 20 years, Landmark Dividend's management team has directly funded billions of dollars in commercial real estate acquisitions, and acquired more than 4,000 cellular and billboard ground leases worth more than \$650 million. We have the financial resources and expertise to provide you with the most efficient and reliable source of funding in the industry.



"I sold my cellular lease to Landmark Dividend. They were professional and did an excellent job of explaining the details. They also have a great streamlined process for closing the transaction. I used the cash proceeds to make real estate improvements on my property."

– Brent Alford, Plano, TX



"Every part of the company was integral in making this deal the fastest closed in Landmark history. The back office was always willing to help and everyone was honest and open to questions and suggestions. Landmark worked very well together as a whole to ensure our transaction closed in an incredibly timely manner."

– Pastor John Mark Simmons, Highland Hills Baptist Church, Henderson, NV



November 04, 2020

## Terms of Agreement

### Lease Information:

Seller/Site Owner: D Dwayne Tuggle

Town Of Amherst

Mailing Address: Po Box 280

Amherst, VA 24521-0280

Tenant	Current Rent	Escalation Rate	Site Address
Crown Castle	\$783.63 Monthly	CPI Per Term	151 Industrial Park Drive, Amherst, VA 24521

**Easement Area and Assignment of Lease:** The Easement Area shall be approximately the leased premises described by the existing cellular lease (the "Lease(s)") and a non-exclusive access and utility easement. The Easement Area will be confirmed by a survey performed during due diligence. Landmark will be assigned the Lease(s) for the duration of the easement.

**Confidentiality:** Site Owner agrees not to disclose any of the terms of this agreement to any unrelated third parties, except for its broker, agent, lawyers, consultants, bookkeepers and tax advisors, without Landmark's prior written consent for the later of one (1) year from the date of this document or the date on which both parties enter into a mutually acceptable easement and purchase and sale agreement.

**Exclusivity:** Until the expiration of this agreement, Site Owner shall not, directly or indirectly, (a) offer the Lease(s) or the Easement Area for sale or assignment to any other person; (b) negotiate, solicit or entertain any offers to sell or assign any interest in the Lease(s) or the Easement Area to any other person; or (c) modify, amend, supplement, extend, renew, terminate or cancel the Lease(s).

The purchase price shall be the gross purchase price from which will be deducted:

- Prorated rent for the remainder of the month/year of closing
- If applicable, the next two months' of rent payments to account for the time it takes the tenant time to recognize Landmark as the new payee (Site Owner shall be entitled to receive and deposit the next two monthly rent checks after closing, provided however, if one or both rent checks are received by Landmark, Landmark will pay to Site Owner the sum of the rental revenue not received by Site Owner for the 2 months following closing once received by Landmark); and
- Transfer taxes.

**Offer Expiration Date:** November 25, 2020

\* Landmark will complete a title search of the property on which the telecom site is located (the "Property") and perform any and all due diligence on the Property, including a survey of the Easement Area and site inspection at its sole cost and expense. Site Owner will provide Landmark with attorney comments to any of Landmark's transaction documents within five (5) days of the receipt of such documents. If there is a mortgage or lien on the Property, Site Owner agrees to use commercially reasonable efforts to obtain a non-disturbance agreement ("NDA") from the lender or lienholder. In the event the NDA cannot be obtained, Landmark may still close the transaction subject to a twenty percent (20%) reduction in the Purchase Price, provided the Property satisfies Landmark's loan-to-value calculation and Site Owner complies with Landmark's additional due diligence requests.

\* Our signatures below acknowledge that these are the business terms upon which this transaction will be completed and authorizes Landmark to proceed with this transaction. Closing is subject to Landmark's receipt and evaluation of the document checklist items, completion of due diligence and final underwriting approval, and a mutually acceptable easement and purchase agreement. Landmark will endeavor to close this transaction within forty-five (45) days of its receipt of Site Owner's signature below or if that is not possible, within five (5) days of the receipt of all due diligence including any necessary NDAs or consents and the expiration or waiver of any right of first refusal (the "ROFR") of any tenant. If Landmark does not close the transaction within ninety (90) days of the date of Site Owner's signature below, this agreement will expire unless extended by mutual written consent.

\* For the purposes of this document, "Landmark" and "Site Owner" shall refer to and mean Landmark Dividend LLC and its affiliates and Site Owner and their respective affiliates, successors and/or assigns.

**Additional Terms:**

- Landmark further agrees that in the event the Premises is decommissioned by Tenant, and Landmark is unable to replace the Tenant within 3 Years (36 months) of such decommission, the Easement shall be deemed abandoned and automatically terminate.
- Landmark does not charge any closing costs to Site Owner.

**Purchase Price and Term:** Initial your choice

- |    |       |                 |              |
|----|-------|-----------------|--------------|
| 1. | _____ | Purchase Price: | \$113,741.19 |
|    |       | Term:           | 420 Months   |
|    |       | Type:           | Lump Sum     |
| 2. | _____ | Purchase Price: | \$126,729.39 |
|    |       | Term:           | 600 Months   |
|    |       | Type:           | Lump Sum     |
| 3. | _____ | Purchase Price: | \$131,261.79 |
|    |       | Term:           | Perpetual    |
|    |       | Type:           | Lump Sum     |

Please sign and date below and return at your earliest convenience

**Approved by:**

\_\_\_\_\_  
D Dwayne Tuggle

\_\_\_\_\_  
Daniel R. Parsons  
Landmark Authorized Signatory

Date: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

# Document Checklist

1. I agree to provide my representative with the following information required for closing within 7 days of Site Owner's execution of this agreement:

- Fully Executed copy of cellular lease, including any addenda, amendments, assignments, site plans, construction drawings, notices or exercise letters, any other available tenant correspondence
- Copies of the last two months' rent checks or the last annual check if paid annually
- Proof of Site Owner's existence and authority, as applicable: articles of incorporation, articles of formation, by-laws, operating agreement; partnership agreement; trust agreement; probate documents, death certificate; divorce decree; property management agreement
- Deed
- Current tax bill for Property
- Prior title report or title insurance policy, if available
- Existing environmental reports (for fee purchase only)

2. Attorney Contact Information

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

3. Representation

Site Owner has not received any verbal or written notice from the Tenant(s) that the site is or will be decommissioned or that the site is or will be subject to a reduction in the rental revenue.

Initial \_\_\_\_\_

4. Mortgage:  Yes  No

Bank: \_\_\_\_\_

Mortgage Amount: \_\_\_\_\_

Lender Contact: \_\_\_\_\_

Lender Phone: \_\_\_\_\_

Lender Email: \_\_\_\_\_

\_\_\_\_\_  
Site Owner Signature

Date: \_\_\_\_\_

SECOND ADDENDUM TO PCS LEASE AGREEMENT  
(BU816311)

THIS SECOND ADDENDUM TO PCS LEASE AGREEMENT ("Second Addendum") is made effective this 29 day of December, 2009, by and between the TOWN OF AMHERST ("Lessor"), with a mailing address of P.O. Box 280, Amherst, Virginia 24521, and CROWN COMMUNICATION INC., a Delaware corporation ("Lessee"), with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WHEREAS, Lessor and Virginia PCS Alliance, LLC, a Virginia company ("VA PCS") entered into a Virginia PCS Lease Agreement dated March 7, 1997 (as amended and assigned, the "Lease Agreement") whereby Lessor leased to VA PCS a portion of that property consisting of two (2) acres (said leased portion being the "Premises") located at 151 Industrial Park Drive, in Amherst, County of Amherst, Commonwealth of Virginia (Tax Parcel # 96-A-1A), and being further described in Book 434, Page 80 in the Clerk's Office of the Circuit Court of Amherst County ("Clerk's Office"), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Lease Agreement.

WHEREAS, VA PCS assigned all if its right, title and interest in the Lease Agreement to Lessee pursuant to that Assignment and Assumption Site Lease dated March 17, 2000, and recorded in Book 814, Page 277, in the Clerk's Office; and

WHEREAS, Lessor and Lessee entered into a Lease Addendum dated January 31, 2001 ("First Addendum") to establish the Commencement Date of the Lease Agreement as March 7, 1997, to amend the description of the Premises to that 50 feet by 70 feet Premises shown and described in Exhibit B attached to the First Addendum, and to amend the terms of the rent; and

WHEREAS, the Lease Agreement has an original term, including all Renewal Terms (as defined in the Lease Agreement), that will expire on March 6, 2017 ("Original Term"), and Lessor and Lessee now desire to amend the terms of the Lease Agreement to provide for additional Renewal Terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Lessor and Lessee agree to amend the Lease Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease Agreement. The recitals in this Second Addendum are incorporated herein by this reference.
2. Section II of the Lease Agreement is amended replacing "two (2)" with "six (6)", thereby adding four (4) additional five (5) year Renewal Terms to the Lease Agreement beyond the Original Term, and extending its total term to March 6, 2037, unless sooner terminated as provided in the Lease Agreement.

Tax Parcel: 96-A-1A  
Site Name: Amherst  
BU: 816311  
PPAB 1600712v2

TJK  
17-10  
816311  
3928

3. As additional consideration for amending the Lease Agreement in accordance with this Second Addendum, effective September 1, 2009, the annual rent shall increase by a one-time rent increase of Nine Hundred Sixty Dollars (\$960.00).

4. Section III of the Lease Agreement is amended to add the following to the end of Section III:

Effective March 7, 2012 there shall no longer be a fifteen percent (15%) rent escalation. Instead, commencing on March 7, 2012 and every five (5) years thereafter (the "Adjustment Date"), the monthly rent shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average ("CPI-U") indicator and shall be determined by dividing the CPI-U indicator, published three (3) months prior to the Adjustment Date, by the CPI-U indicator published five (5) years and three (3) months prior to the Adjustment Date, and multiplying the resultant number by the monthly lease rental amount of the most recent rent. In no event shall the adjusted rent be less than the amount of the most recent rent.

5. Exhibit C attached to the First Addendum as Schedule II is amended by deleting Lessee's notice address and inserting the following:

Lessee: Crown Communication Inc.  
c/o Crown Castle USA Inc.  
E. Blake Hawk, General Counsel  
Attn: Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317

6. Commencing retroactive to August 1, 2009, if at any time prior to July 31, 2024: (a) Lessee exercises any of Lessee's rights to terminate the Lease Agreement, or (b) Lessee elects not to renew this Lease Agreement, Lessee shall pay a termination fee ("Termination Fee") equal to the amount of rent that Lessee would have owed to Lessor under the Lease Agreement, as amended, between the date of such early termination or election not to renew, as the case may be, and July 31, 2024. The Termination Fee will be due and payable in the same manner and on the same dates set forth in the Lease Agreement. Notwithstanding the foregoing, Lessee will be released from any and all of its obligations under the Lease Agreement as of the effective date of such termination and shall not be required to pay the Termination Fee if Lessee terminates this Lease Agreement due to a Lessor default.

7. Lessor represents and warrants that it is seized of good and sufficient title and interest to the Premises, and has full authority to enter into and execute this Second Addendum and to perform all of its obligations under the Lease Agreement. Lessor further represents that to the best of its knowledge (a) there are no aspects of title that might interfere with or be adverse to Lessee's interests in and intended use of the Premises, (b) there are no threatened or pending actions in the nature of foreclosure of any mortgage or other lien against the Premises or Lessor's

title thereto, and (c) there are no outstanding defaults on the part of Lessee under the Lease Agreement.

8. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Second Addendum and at such other times as may be reasonably requested by Lessee. In the event the Premises is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Lessor. Lessee's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

9. In all other respects, the remainder of the Lease Agreement shall remain in full force and effect. Any portion of the Lease Agreement that is inconsistent with this Second Addendum is hereby amended to be consistent with this Second Addendum. This Second Addendum supersedes that certain Letter Agreement by and between Lessor and Lessee dated June 17, 2009 and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this Second Addendum, the terms and conditions in this Second Addendum shall control. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this Second Addendum to be duly executed on the day and year first written above.

LESSOR:  
Town of Amherst

By: *Jack Hobbs* (SEAL)  
Print Name: Jack Hobbs  
Title: Town Manager



Prepared by:  
Troutman Sanders Mays & Valentine LLP  
999 Waterside Drive, Suite 2525  
Norfolk, VA 23510-3300  
Phone: (757) 687-7700  
Fax: (757) 687-7701

Return to:  
Crown Communication Inc.  
Attn: Legal Department  
375 Southpointe Boulevard  
Canonsburg, Pennsylvania 15317  
Phone: (724) 416-2000  
Fax: (724) 416-2353

**BUSINESS UNIT #816311**

**SITE ID: VA-049P-B (Amherst)**

**LEASE ADDENDUM**

**THIS LEASE ADDENDUM** (the "Addendum") is made as of JANUARY 31, 2001 between **TOWN OF AMHERST**, ("Lessor") and **CROWN COMMUNICATION INC.**, a Delaware corporation, ("Lessee"), with respect to the Lease Agreement between Lessor and Virginia PCS Alliance, LC, a Virginia limited liability company, dated March 7, 1997 and assigned to Lessee pursuant to the Assignment and Assumption of Site Lease between Virginia PCS Alliance, LC and Lessee dated as of March 17, 2000 (the "Lease").

In consideration of good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties have further agreed as follows:

1. **Interpretation.** This Addendum is an integral part of and modifies and amends the Lease. All capitalized terms which are used in this Addendum and which are defined in the Lease, and not otherwise defined herein, shall have the meanings assigned in the Lease. To the extent the terms and conditions of this Addendum conflict with or add to the terms and conditions of the Lease, the terms of this Addendum shall control. Except to the extent modified by this Addendum, the Lease is ratified and confirmed and shall remain in full force and effect.
2. **Lessee.** All references to VA PCS in the Lease are hereby replaced with the defined term "Lessee". For purposes of the Lease, Lessee shall mean Crown Communication Inc., a Delaware corporation.
3. **Lessor.** All references to "Town of Amherst" and/or "Owner" in the Lease are hereby replaced with the defined term "Lessor". For purposes of the Lease, Lessor shall mean Town of Amherst.
4. **Premises.** All references to the "leased premises" in the Lease are hereby replaced with the defined term "Premises" (hereinafter defined).
5. **Leased Premises.**

(a) Lessor and Lessee acknowledge that Section I of the Lease is hereby modified by replacing Section I in its entirety with the following language:

Lease Addendum  
Nfdoc#119228v1:VA816311/Amherst 01/18/01 3:49 PM SLF

Page 1

By (Initials) blh Date 4-30-01 BUN 816311

COD update \_\_\_\_\_ Lease/License # 37223

"Lessor, the owner of the real property generally described as Two (2) acres of land off Route 731 owned by the Town of Amherst and more particularly described on Exhibit A attached hereto (the "Property"), hereby leases and grants to Lessee the right to occupy and use certain space within the Property consisting of approximately a fifty foot (50') by seventy foot (70') area of land (the "Premises") for the purpose of installing, operating, maintaining, repairing and replacing telecommunications equipment, including but not limited to panel antennas, equipment cabinets and all associated wires, cables, conduits and pipes (the "Equipment"), together with a non-exclusive easement for the term of the Lease for the purpose of (i) ingress and egress running from the Premises to the nearest public right of way and (ii) for the installation, maintenance, repair and replacement of any utilities required to serve the Premises or its improvements (the "Easements"). For purposes of this Lease, the term "Premises" shall also include the Easements described in this Section. The Premises are more particularly described in Exhibit B attached hereto and incorporated herein by reference. Lessor and Lessee agree to enter into an amendment to this Lease if requested by Lessee to more specifically describe the Premises in substantially the same location and not to exceed the dimensions as described on Exhibit B, except to change courses and distances as may be determined by a physical survey."

(b) Lessor and Lessee acknowledge and agree that Exhibit "B" to the Lease is hereby replaced with the Exhibit "B" attached to this Addendum as Schedule I. This new Exhibit "B" is hereby incorporated by reference.

6. **Term.** Section II of the Lease is hereby modified by adding the following sentence to the end of Section II: "Lessor and Lessee acknowledge that the Commencement Date for the Initial Term is March 7, 1997."

7. **Rent.** Section III of the Lease is hereby replaced in its entirety by the following language:

"Effective as of the date of full execution of this Addendum, for the remainder of the Initial Term, Lessee shall pay Lessor rent in the amount of Six Thousand and 00/100 Dollars (\$6,000.00) per year payable in equal monthly installments of Five Hundred and 00/100 Dollars (\$500.00) (the "Rent"). For each of the Renewal Terms, the Rent shall be increased by fifteen percent (15%) of the then current Rent."

8. **Notices.** Lessor and Lessee acknowledge and agree that Exhibit "C" to the Lease is hereby replaced with the Exhibit "C" attached to this Addendum as Schedule II. This new Exhibit "C" is hereby incorporated by reference.

9. **Final Agreement.** Lessor and Lessee acknowledge and agree that the Lease and this Addendum together contain all of the agreements, promises and understandings between Lessor and Lessee. No verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law or in equity. Any addition, variation or modification to this Lease, as amended by this Addendum, shall be void and ineffective unless made in writing and signed by the parties hereto. Specifically, the Virginia PCS Lease Agreement that was executed only by the Town of Amherst on May 16, 1997 shall be of no force and effect.

[See next page for signatures.]

Witness the following signatures and seals, effective as of the date indicated above.

LESSOR: TOWN OF AMHERST

By: *Jack Hobbs*  
Name: Jack Hobbs  
Title: Town Manager

STATE/Commonwealth of Virginia  
CITY/COUNTY OF Amherst

I, Elizabeth R. Johnson, a Notary Public, do hereby certify that Jack Hobbs personally appeared before me this day and acknowledged that he is the Town Manager of the **TOWN OF AMHERST** and that by authority duly given, and as the act of the **TOWN OF AMHERST**, the foregoing instrument was signed in its name by him as its Town Manager.

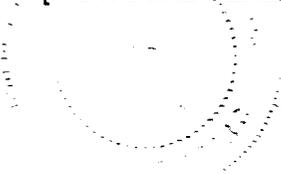
WITNESS my hand and official seal this 30<sup>th</sup> day of January, 2001.

*Elizabeth R. Johnson*  
Notary Public

My Commission Expires:

April 30, 2001

[NOTARIAL SEAL/STAMP]



LESSEE: **CROWN COMMUNICATION INC., a Delaware corporation**

By: *Varinia P. Paige*  
Varinia P. Paige  
Authorized Agent

STATE/Commonwealth of Virginia  
CITY/COUNTY OF Roanoke

I, *Patricia A. Vaughn*, a Notary Public, do hereby certify that **VARINIA P. PAIGE** personally appeared before me this day and acknowledged that she is the Authorized Agent of **CROWN COMMUNICATION INC.**, a Delaware corporation, and that by authority duly given, and as the act of **CROWN COMMUNICATION INC.**, the foregoing instrument was signed in its name by her as its Authorized Agent.

WITNESS my hand and official seal this 31<sup>st</sup> day of January, 2001.

*Patricia A. Vaughn*  
Notary Public

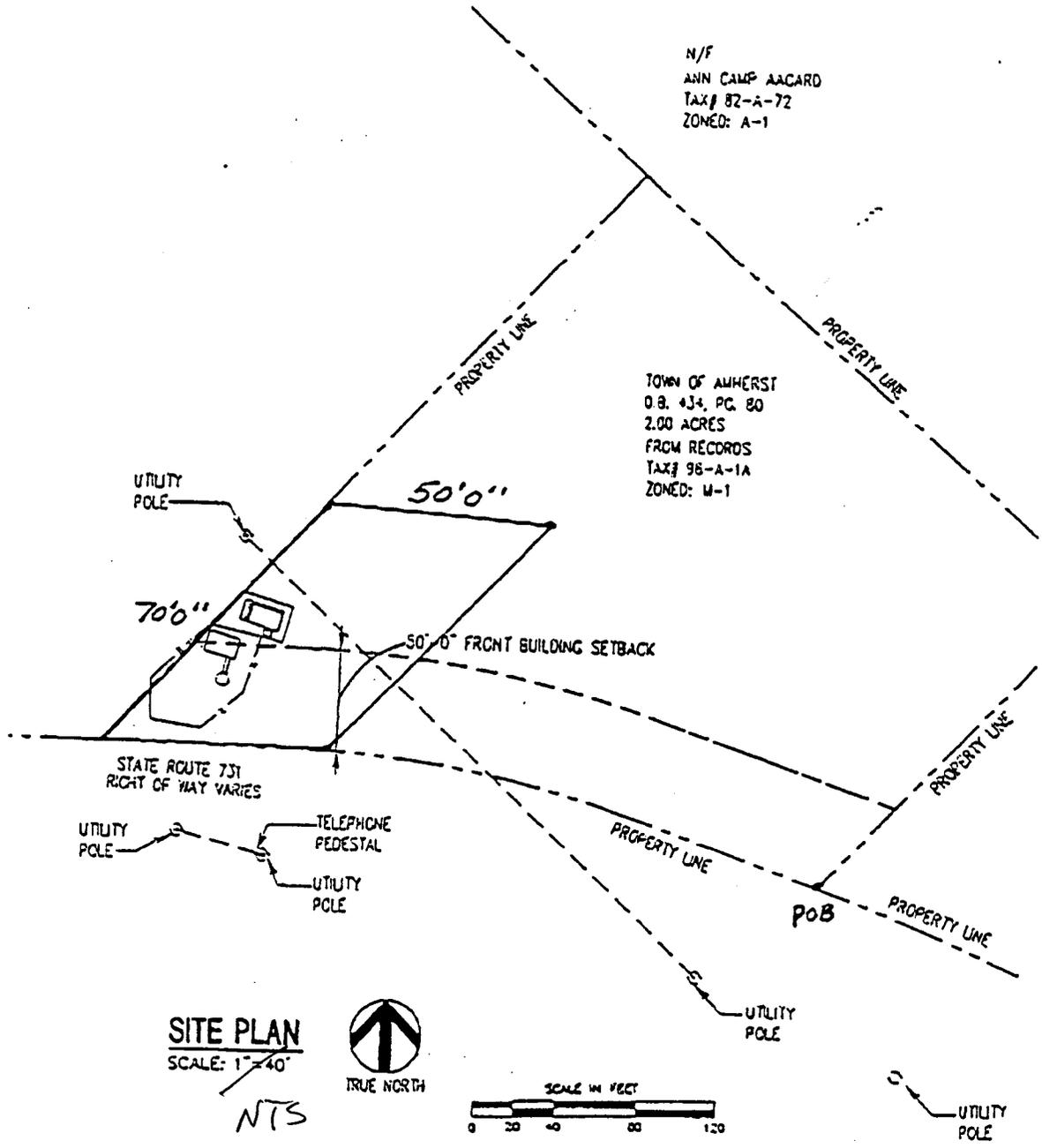
My Commission Expires:

March 31, 2002

**I was originally commissioned as Patricia A. Grisham**

[NOTARIAL SEAL/STAMP]

SCHEDULE I



VP  
GH

SCHEDULE II

**EXHIBIT C**

All notices shall be addressed as follows:

Lessor: Town of Amherst  
Post Office Box 280  
106 403 South Main Street  
Amherst, Virginia 24521

Lessee: Crown Communication Inc.  
Attn: Legal Department  
375 Southpointe Boulevard  
Canonsburg, Pennsylvania 15317

VP  
GF

## VIRGINIA PCS LEASE AGREEMENT

THIS LEASE AGREEMENT DATED THIS 7 day of March, 1997 is by and between the Town of Amherst (Owner) and Virginia PCS Alliance, LLC a Virginia Company, (VA PCS), comprised of CFW Communications, R & B Communications, Buggs Island Telephone Cooperative, Hardy Communications, Inc., New Hope Telephone Cooperative, North River Telephone Cooperative, Pembroke Telephone Cooperative and Peoples Mutual Telephone Company.

The Parties Hereby Agree as follows:

**I. LEASED PREMISES.** The owner of the real property generally described as Two (2) acres of land off Route 731 owned by the Town of Amherst and more particularly described on Exhibit A attached hereto (the "Property") hereby leases and grants the right to occupy and use to VA PCS certain space within the Property depicted in Exhibit B attached hereto (the "Premises") for the purposes of installing, operating, maintaining, repairing and replacing telecommunications equipment including but not limited to 6 and up to 12 panel antennas, equipment cabinets and all associated wires, cables, conduits and pipes together with a nonexclusive easement running from the leased premises for the duration of this lease for the purpose of ingress and egress and for the installation of any utilities required to serve the leased premises or its improvements.

**II. TERM.** The initial term of the lease shall be Ten (10) years ("Initial Term"), commencing the date VA PCS begins alteration of the Premises ("Commencement Date") and shall automatically be renewed, without need of further documentation, for two (2) additional five-year terms ("Renewal Terms") unless VA PCS provides the owner notice of its intention not to renew 90 days prior to the expiration of the Initial or then Renewal Term. VA PCS shall have the right, without penalty, to terminate the lease at any time upon one year's prior written notice.

**III. RENT.** The payment of rent shall be as set forth below:

VA PCS will provide and / or pay the following:

1. Up to eight (8), digital PCS hand-held units.
2. A CFW Wireless Communications service package, covering CFW/PCS wireless access, air time and other usage to be billed in a format which will total up the air time usage for each of the phones on one corporate bill. Service package and air

time usage will be provided as a condition of this agreement up to Four Hundred dollars (\$400.00) a month for the Initial Term. If the corporate bill exceeds four hundred dollars a month, the Owner will pay VA PCS the debit balance. For any Renewal Term, Service package and air time usage will increase by One Hundred (\$100.00) dollars. This form of rent payment will continue as long as the Owner continues to use the CFW Wireless Communications service package.

3. At any time after the Initial Term, the Owner may terminate this form of compensation and receive monthly payments equivalent to the then current monthly compensation amounts.

**IV. IMPROVEMENTS.** (a) At VA PCS' expense and with minimal disruption to the owner, VA PCS shall install, operate and maintain the Equipment on the Premises. In connection therewith, VA PCS shall complete all work necessary to prepare, maintain and alter the Premises for operation of the Equipment. The design and construction to be completed by VA PCS Alliance or its' agent, CFW Wireless. Space required for the placement of a 195' monopole and PCS Equipment would be +/- 50' x 50' . Interconnection of facilities, telco and electric coordinated and performed by VA PCS; (b) At the termination of the lease, The Town of Amherst shall have the option to purchase this tower for a fair market value, agreed upon by both parties or VA PCS shall remove any and all equipment and/or improvements thereon, returning the leased premises to its original condition normal wear and tear excepted. With consent of the owner, any equipment or improvements not removed shall become the property of the owner.

**V. MAINTENANCE, ACCESS.** (a) VA PCS shall be responsible for the maintenance of the Equipment and all improvements placed upon the leased premises by VA PCS; (b) Maintenance of the road to the leased premises will be the responsibility of VA PCS; (c) Lessor shall provide to VA PCS, VA PCS' employees, agents, independent contractors and subcontractors access over the Property to the Premises 24 hours a day, seven days a week, at no charge to VA PCS.

**VI. UTILITY LINES.** VA PCS' has the right to install new utilities (Power and Telephone) on the Premises at VA PCS' expense. VA PCS will install a separate meter for billing purposes. The owner shall have the right to utilize such lines that are installed on the premises provided it pays for any utility charge incurred as a result of that use. On the termination of this lease, all interest of VA PCS, if any, in the utility line shall terminate and VA PCS shall remove such lines if the Town of Amherst so desires.

**VII. TAXES.** The owner is a tax exempt Virginia Authority. VA PCS shall be responsible for any and all real estate taxes or assessments which may be levied against the Premises as a result of the construction or

existence of VA PCS' Equipment. In the event that such real estate tax or assessment is not billed directly to VA PCS, VA PCS shall reimburse the owner for the actual cost of the increase in real property taxes which are shown by the owner to be directly caused by the construction or existence of VA PCS' Equipment.

**VIII. HOLD HARMLESS & INSURANCE.** VA PCS shall maintain at its own expense insurance to protect both parties from any and all loss arising from the use or ownership of the property. To meet this requirement, VA PCS shall carry commercial general liability insurance with an insurer reasonably acceptable to the other party with minimum coverage in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. VA PCS shall furnish the other party with a certificate of insurance on an annual basis. VA PCS shall name Owner as an additional insured on their policies and shall provide a thirty day written notice before cancellation. VA PCS, its' agents and contractors will carry Workers' Compensation Insurance at statutory limits for Virginia. VA PCS shall hold the **Town of Amherst** harmless from any incident occurring on this or adjacent premises.

**IX. SUBLEASE AND/OR ASSIGNMENT.** (a) This agreement may be assigned (b) This agreement is binding on successors and assigns of each party; (c) VA PCS may lease space in or on its improvements to other users. (d) The Town of Amherst may co-locate on this tower free of charge with the exception of expenses for materials and labor.

**X. INTERFERENCE.** VA PCS shall install and operate the Equipment in a manner which shall not cause technical interference to the Owner nor other lessees with tenancies and rights to install telecommunications equipment pre-dating the execution date of this Lease. Beginning on the execution date of this Lease, the owner shall not allow any other use of the Property which will cause interference with VA PCS' use. In the event that interference exists between competing signals, the parties shall cooperate and exercise their best efforts to eliminate such interference. Under normal circumstances, the responsibility for eliminating such interference shall be with the party who was the last on the air to transmit a new or changed signal.

**XI. DEFAULT AND TERMINATION.** This Lease may be terminated as follows: (a) Upon one year written notice if, due to changed circumstances, VA PCS determines that the Premises are no longer suitable for their intended purpose; (b) If VA PCS defaults in the payment of its rent for more than 15 days after written notice of such default has been mailed by the owner, VA PCS' rights under this lease shall terminate; (c) If there shall be any other default by either party in the performance of any covenant or condition contained herein or hereinafter agreed to by the parties in writing as an amendment to this lease for more that 15 days after written notice of such default has been mailed by the other party the non

defaulting party may cure such default on behalf of the other party in which case the defaulting party shall reimburse the other party for all sums paid to such cure, together with interest at the rate of 12% per annum and reasonable attorney's fees if they are incurred; (d) Nothing contained in the foregoing section shall be construed to deprive either party of additional legal or equitable remedies to which they are otherwise entitled; (e) In the event of default or breach of this agreement, the party responsible for the default or breach shall be responsible for the reasonable attorney's fees and expenses of the other party in enforcing their rights under this agreement.

**XII. NOTICES.** Any notice required or permitted to be given to a party in a provision of this lease shall be deemed given if mailed by certified or registered mail, postage prepaid, addressed as in exhibit C. Notice shall also be deemed properly given if sent by overnight courier service with proof of proper delivery.

**XIII. MISCELLANEOUS.** (a) The owner warrants that it owns the leased premises and that there exists no covenant or restriction that would prohibit VA PCS from the use of the leased premises for a communications site; (b) This lease is contingent upon VA PCS being able to acquire all local, state and Federal permits and licenses necessary for the use contemplated by this lease. Additionally, this lease is made expressly subject to continuing approval from the FCC, or any governmental agency that regulates VA PCS' business at the leased premises. If such approval is denied or withdrawn during the term of this lease for any reason except VA PCS' violation of any applicable law or governmental rule or regulation, then all rights and obligations of the parties hereto shall cease and the Lease Agreement shall terminate as of the date of such denial or withdrawal; VA PCS agrees to exercise its best efforts to maintain such approval at all times. (c) This lease constitutes the entire agreement of the parties and may be amended only by written instruments executed by the parties hereto and their successors and/or assigns; (d) This lease may be recorded in the appropriate clerk's office with the cost of recording to be borne by the party submitting the same for recordation. Both parties will cooperate in the execution of any memorandum of lease to facilitate such recordation.

Exhibits A, B and C are attached to and made a part of this Agreement.

SIGNATURE PAGE

Owner: James S. Turner, Mayor

Virginia PCS Alliance, LLC., a Virginia Company.

By: [Signature]

Its: VP & CHIEF OPERATING OFFICER

Address: P.O. Box 280  
Amherst, VA 24521

Address: CFW WIRELESS  
401 SPRING LANE SUITE 300  
WAYNESBORO VA 22980

Date: 2/14/97

Date: 3.7.97

Certificate of Acknowledgment:

City/County of Amherst

Commonwealth of Virginia

The foregoing instrument was acknowledged before me this 14<sup>TH</sup> day of February, 1997

by Jack Hobbs, Acting Clerk  
(name of person seeking acknowledgment)

Jack Hobbs  
Notary Public

My Commission expires: 11/30/2000

Certificate of Acknowledgment

City/ County of Waynesboro

Commonwealth of Virginia

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 1997

by [Signature]  
(name of person seeking acknowledgment)

Maice S. Fye  
Notary Public

My commission expires: 12/31/99

**EXHIBIT A**

**PROPERTY**

1. Legal Description of the Property:

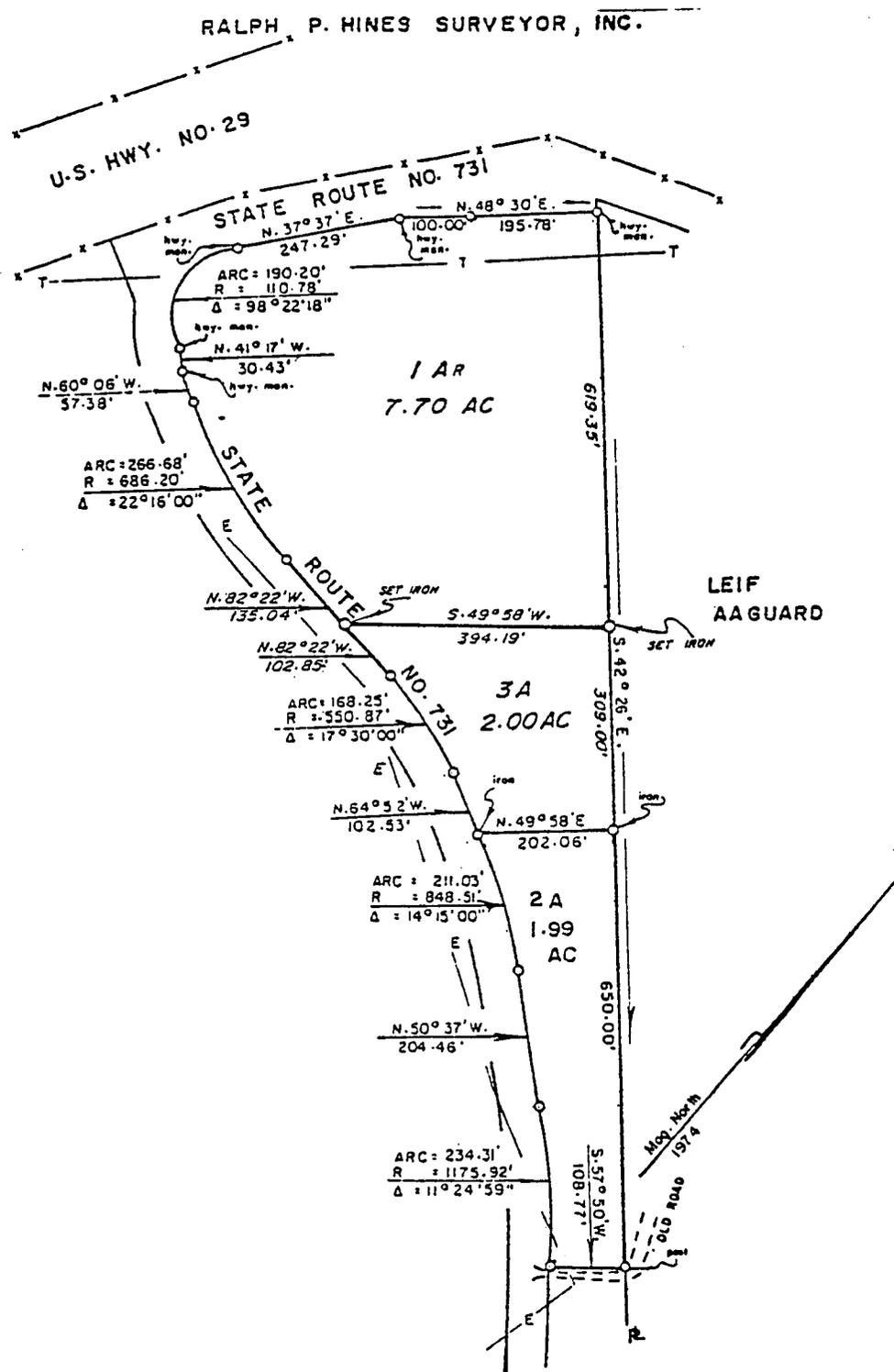
All that certain lot or parcel of land located on State Secondary Route 631 in the Courthouse magisterial District of Amherst County, Virginia, containing 2 acres, and more particularly described as Lot 3A and shown on plat dated March 31, 1976.

2. The Property is recorded in the land records of Amherst County, Virginia.

# EXHIBIT B

## PROPERTY

RALPH P. HINES SURVEYOR, INC.



(This Exhibit to be replaced by an As-Built Drawing.)

**EXHIBIT C**

**NOTICE**

All notices shall be addressed as follows:

OWNER: Town of Amherst  
Post Office Box 280  
403 S Main Street  
Amherst, Virginia 24521

LESSOR: Virginia PCS Alliance, LLC  
Attn: CFW Wireless  
Tom Whitaker, Director - Network Operations  
401 Spring Lane, Suite 300  
Waynesboro, VA 22980