

Mayor D. Dwayne Tuggle called a regular monthly meeting of the Amherst Town Council to order on June 10, 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 as part of a public meeting.

It was noted that a quorum was present as follows:

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

Also present were the following staff members:

Sara E. Carter	Town Manager	Vicki K. Hunt	Clerk of Council
W. Thomas Berry	Town Attorney	Becky L. Cash (Remote)	Lead Water Operator

Recitation of the Pledge of Allegiance to the Flag was followed by an invocation by Sarah B. Ogden.

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

Ms. Ogden made a motion that was seconded by Ms. Carton to approve the minutes from the May 13, 2020, meeting. There being no discussion, the motion 4-0-1 via the roll call method carried as follows:

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

Ms. Carton, on behalf of the Finance Committee, gave a brief report on the findings of the committee pertaining to the revisions made to the FY20/21 Town of Amherst budget with a recommendation to accept the revised budget as presented. After Town Manager Carter gave a brief report on substantive changes made in the proposed budget subsequent to the public hearing on April 8, 2020, continued to May 13, 2020, accommodating a decrease in projected revenues and expenditures due to COVID-19, and discussion, on recommendation of the Finance Committee, Council voted 3-1-1 to adopt an ordinance that would have the effect of establishing the FY20/21 Town of Amherst budget, with revisions, as recommended by staff, via roll the call method as follows:

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

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

After a brief report by Town Manager Carter, Mr. Watts made a motion that was seconded by Ms. Carton to hold a public hearing on July 8, 2020, on an application to lease property at Brockman Industrial Development Park for the purpose of having a temporary RV park for housing workers associated with the Atlantic Coast Pipeline.

There being no discussion, the motion 4-0-1 via the roll call method carried as follows:

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

After a brief report by Town Manager Carter, Ms. Carton made a motion that was seconded by Mr. Watts that subject to Code Section 18.1-707.1.02, a temporary RV park be found to be an appropriate use in the E-1 district, Class II section, for the purpose of leasing property at Brockman Industrial Development Park for a temporary RV park for housing workers associated with the Atlantic Coast Pipeline.

After discussion, the motion 3-1-1 via the roll call method carried as follows:

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

After a report by Town Manager Carter, Ms. Ogden made a motion that was seconded by Mr. Watts to approve the 2020 Amendment to the May 1, 2017 Mutual Aid Agreement by and between the Sheriffs of the Counties of Amherst, Appomattox, Bedford, Campbell, Lynchburg, Nelson, Pittsylvania, and the Towns of Altavista, Amherst, Bedford, Brookneal, Chatham and Hurt, and the City of Lynchburg, authorizing Town Manager Carter to execute same.

There being no discussion, the motion 4-0-1 via the roll call method carried as follows:

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

A copy of the May 1, 2017 Mutual Aid Agreement, and 2020 Amendment is attached and made a part of these minutes.

After a brief report by Town Manager Carter, Ms. Carton made a motion that was seconded by Ms. Ogden to adopt and approve an amendment to the Town of Amherst Personnel Policy VI. Employee Compensation to include section F. Hazard Pay, as recommended by staff.

After discussion, the motion 4-0-1 via the roll call method carried as follows:

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

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

After a report by Town Manager Carter on the following current member's willingness to continue to serve on the following board and noting that there are two vacancies to be filled on the Board of Zoning Appeals that will require replacement, Mr. Watts made a motion that was seconded by Ms. Ogden to appoint the following individual to the following board and for the term listed below.

<b>Board</b>	<b>Appointed</b>	<b>Term of Office</b>
Industrial Development Authority	Jacob Bailey	6/10/20 – 6/30/24

There being no discussion, the motion via roll call method carried 4-0-1 as follows:

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

By consensus of Council action on the proposed amendment to the Town’s Comprehensive Plan to change the designated land use for Tax Map parcels 96-4-A and 96-1-1-7, totaling 76+/- acres from Planned Development-Residential to Agricultural to allow a request for a conservation easement by Dave McCormack, Owner, Lazy River LTD, that would, if approved by Town Council, allow land between the developed portion of the Mill Race subdivision and the Amherst Milling Company to be changed from planned development areas to conservation and would allow Mr. McCormick to complete a conservation easement process for the property was deferred to a future meeting with a date uncertain due to the current covid-19 crisis, as recommended by staff.

After a report by Council Member Rachel Carton and there being no discussion, by consensus of Council, Council voted 3-1-1 to support Mayor D. Dwayne Tuggle’s application to sit on the Virginia Planning Commission Board of Directors, via the roll call method as follows:

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

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

There being no further business, the meeting adjourned until July 8, 2020, at 7:43 pm on motion by Ms. Ogden seconded by Ms. Carton.

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

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

AN ORDINANCE TO ESTABLISH THE BUDGET FOR THE TOWN OF AMHERST, VIRGINIA FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021 MAKING REVENUE ESTIMATES AND APPROPRIATIONS FOR SAME.

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

**A. SOURCES OF FUNDS**

That for the support of the Town Government and its General Fund, for the tax year beginning on January 1, 2020, all taxes, fees, charges and penalties shall remain as heretofore set out by Ordinance, Resolution or other appropriate action of the Town Council except as the Town Council may establish or amend herein.

**B. FUND ACCOUNTING**

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

**Estimated Revenues**

General Fund	\$1,094,098
Water Fund	\$1,239,536
Sewer Fund	\$922,623
Garbage Fund	\$141,298
IDA Fund	\$334,857

**Estimated Expenditures**

General Fund	\$1,094,098
Water Fund	\$1,239,536
- Operations	\$787,174
- Debt Service and Capital Projects	\$452,362
Sewer Fund	\$922,623
- Operations	\$637,043
- Debt Service and Reserve	\$285,580
Garbage Fund	\$141,298
IDA Fund	\$334,857

**C. TAX RATES**

The proposed budget includes a continuation of the real estate tax rate at \$0.00/\$100.00 of assessed value and the personal property tax rate at \$0.00/\$100.00 of assessed value.

The proposed budget includes a continuation of the meals and beverage tax included in the Town Code at 6%.

The annual vehicle license fee for passenger motor vehicles, trucks and

motorcycles shall be \$25/year for cars, 11.00/year for motorcycles and 8.00 for trailers

The rate for Business and Professional Occupational License Taxes shall be set at:

- Contractors: \$0.16 per \$100 of gross receipts
- Financial, Real Estate and/or Professional Services: \$0.50 per \$100 of gross receipts
- Retailers: \$0.10 per \$100 of gross receipts
- Wholesalers: \$0.04 per \$100 of gross receipts
- Repair, Personal, Business and other services: \$0.31 per \$100 of gross receipts
- The rate for Itinerant Merchants and Peddlers shall be set at \$20/year for door to door peddlers, \$200/month for itinerant merchants (\$500/yr max) and peddler of fresh produce \$50/year

**D. UTILITY RATES AND CHARGES**

See attached Utility Rate and Fee Policy for rates related to water and sewer. The FY 21 budget holds all water and sewer rates and fees at the same level as fiscal years 18-20. There is a decrease in fees associated with new services.

**E. DONATIONS**

That donations to the following organizations are hereby authorized for the purposes listed subject to the conditions noted. These funds are to be disbursed on a reimbursement basis upon delivery of appropriate receipts:

<b>Amount</b>	<b>Organization</b>	<b>Purpose/Conditions</b>
<b>\$10,000</b>	Amherst Fire Department	Operating Costs, including water, sewer, electric, training, equipment.
<b>\$3000</b>	Village Garden Club	Civic Beautification
<b>\$13,000</b>	Total Donations	

**F. FUND BALANCE REQUIRMENTS**

The Town of Amherst maintains a Fund Balance Policy to ensure that the Town has adequate funds to address emergency situations and ensure the Town’s credit worthiness. Required balances for the FY21 fiscal year are as follows:

General Fund Permanent Fund		\$ 273,525
General Fund Contingency		\$ 32,823

Water Fund Permanent Fund		\$ 649,156
Sewer Fund Permanent Fund		\$ 405,761

**G. PERSONNEL**

In order to maintain the work that has been done to keep salaries fair and competitive, the budget originally included a Cost of Living increase for all employees of 2.12%, consistent with the cost of the consumer price index as shown by the 2019 calendar year and a step increase of 2% for employees that have met their yearly performance goals. Due to the economic impacts of the Coronavirus, these raises have been eliminated.

Health insurance costs went up by approximately 9% and plan choices remain the same this year from last year.

**H. CONDITIONS**

The intent being to authorize spending according to this budget, all appropriations articulated herein are declared to be maximum and conditional such that outlay shall be made only in the event the aggregate revenues collected and other resources available to the Town in the respective funds are sufficient. All debts of the Town shall be paid in full when due and payable. All expenditures shall be made in accordance with the Ordinance, the Town Charter, Town Code and Purchasing Policy and administrative rules and procedures.

*This Ordinance was passed by a vote of the Amherst Town Council on the 10<sup>th</sup> of June and shall become effective on July 1, 2020.*

\_\_\_\_\_  
Mayor

Attest:

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

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of May, 2017, by and between E.W. VIAR, SHERIFF, COUNTY OF AMHERST, VIRGINIA; BARRY E. LETTERMAN, SHERIFF, COUNTY OF APPOMATTOX, VIRGINIA; MICHAEL J. BROWN, SHERIFF, COUNTY OF BEDFORD, VIRGINIA; STEVE A. HUTCHERSON, SHERIFF, COUNTY OF CAMPBELL, VIRGINIA; DAVID HILL, SHERIFF, COUNTY OF NELSON, VIRGINIA; RONALD L. GILLISPIE, SHERIFF, CITY OF LYNCHBURG, VIRGINIA; MICHAEL W. TAYLOR, SHERIFF, COUNTY OF PITTSYLVANIA, VIRGINIA; THE TOWN COUNCIL OF THE TOWN OF ALTAVISTA, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (Town of Altavista); THE TOWN COUNCIL OF THE TOWN OF AMHERST, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (Town of Amherst); THE TOWN COUNCIL OF THE TOWN OF BEDFORD, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (Town of Bedford); THE TOWN COUNCIL OF THE TOWN OF BROOKNEAL, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (Town of Brookneal); THE TOWN COUNCIL OF THE TOWN OF CHATHAM, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (Town of Chatham); THE TOWN COUNCIL OF THE TOWN OF HURT, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (Town of Hurt); and THE CITY COUNCIL OF THE CITY OF LYNCHBURG, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (City of Lynchburg);

**WITNESSETH:**

**WHEREAS**, the parties hereto are the Sheriffs of counties where no police department has been established, the Sheriff of the City of Lynchburg, or are the governing bodies of cities and towns within the Commonwealth of Virginia where police departments are established; and

**WHEREAS**, it is the desire of the parties hereto to enter into a Mutual Aid Agreement in accordance with the provisions of §15.2-1736, and any successor statute, of the Code of Virginia; and

1. **WHEREAS**, §15.2-1736 of The Code of Virginia authorizes such Mutual Aid Agreements; and
2. **WHEREAS**, the Sheriffs and local governments who are parties to this Agreement, have determined that the provision of police aid across jurisdictional lines, and the ability of police

officers and sheriffs and their deputies to make arrests across jurisdictional lines, will increase their ability to maintain peace and good order throughout the entire area; and

3. **WHEREAS**, it is deemed to be mutually beneficial to the parties hereto to enter into an Agreement concerning mutual aid and cooperation and with regard to law enforcement; and

4. **WHEREAS**, the parties desire that the terms and conditions of this Mutual Aid Agreement be established; NOW, THEREFORE,

**WITNESSETH:**

That for and in consideration of the mutual benefits to be derived from this police Mutual Aid Agreement, the parties hereto covenant and agree as follows:

1. Each party will endeavor to provide police support to the jurisdictions which are parties to this Agreement with the capabilities available at the time the request for such support is made and within the terms of this Agreement.

2. The term "law-enforcement officer" as used in this Agreement shall mean any full-time or part-time employee of a police department or sheriff's office who is responsible for the prevention or detection of crime and the enforcement of the penal, traffic or highway laws of this Commonwealth or of a city, town, or county of this Commonwealth, including any auxiliary police officers and auxiliary deputy sheriffs lawfully appointed. The police support provided under this Agreement by the Sheriff of the City of Lynchburg shall be limited to the Sheriff and such deputies who have law enforcement certification from the Virginia Department of Criminal Justice Services and comply with minimum qualifications of §15.2-1705 and §15.2-1706 of the Code of Virginia.

3. Requests for assistance pursuant to the terms and conditions of this Agreement may be made in person or by radio, telephone or any other method of communication, directly by and between supervisory law-enforcement officers on duty, or indirectly through supervisory administrative or dispatch personnel of any of the parties to this Agreement.

4. The personnel of the requested jurisdiction shall render such assistance under the direction of the Chief of Police or Sheriff or their respective designee of the requesting jurisdiction. Responding personnel should report to the person and/or location identified in the initial request for assistance. Supervision of the incident will be determined by the requesting agency. Once the mutual aid request is



made, the requesting agency should determine the best method of communication. If the agencies have common radio channels, they should utilize the best appropriate frequency. If there is no common frequency between the agencies, arrangements should be made so communication is available to the requested agency. This can be done in person, by cell phone, or by issuing a radio with the necessary frequency.

5. Law enforcement support provided pursuant to this Agreement may include, but not be limited to the following resources: uniformed officers, canine officers, aerial support when maintained, forensic support, plainclothes officers, special operations personnel and related equipment.

6. Nothing contained in this Agreement shall in any manner be construed to compel any of the parties hereto to respond to a request for police support when the law enforcement officers of the jurisdiction to whom the request is made are, in the opinion of the requested jurisdiction, needed or are being used within the boundaries of that jurisdiction, nor shall any such request compel the requested jurisdiction to continue to provide police support to another jurisdiction when its law enforcement officers or equipment, in the opinion of the requested jurisdiction, are needed for other duties within the boundaries of its own jurisdiction.

7. In those situations not involving the provision of mutual aid upon request, law enforcement officers may also enter any of the other jurisdictions that are parties of this Agreement in furtherance of law enforcement purposes, concerning any offense in which the entering police department or sheriff's office may have a valid interest; provided, that the entering law enforcement officers shall, as soon as practical, make such presence known to the police department or sheriff's office of the entered jurisdiction.

8. The responsibility for investigation and subsequent actions concerning any criminal offense shall remain with the police department or sheriff's office of the locality whose court has original jurisdiction over the offense. Entering law-enforcement officers shall promptly notify the police department or sheriff's office of the entered locality upon discovery of a crime which a court of the entered locality has original jurisdiction.

9. All law enforcement officers of the parties to this Agreement who are acting pursuant to this

Agreement shall be granted authority to enforce the laws of the Commonwealth of Virginia and laws and ordinances of the locality within which they are present and to perform the other duties of a law enforcement officer in each jurisdiction subscribing to this Agreement; such authority shall be in conformance with §15.2-1736, and any successor statute, of the Code of Virginia and any other section of the Code of Virginia that may be applicable; however, law enforcement officers of any jurisdiction or sheriff's office who are casually present in any other jurisdiction shall have power to apprehend and make arrests only in such instances wherein an apparent, immediate threat to public safety precludes the option of deferring action to the police department or sheriff's office of that jurisdiction, or when such law enforcement officer observes a person known to be wanted and subject to arrest, or for whom a warrant of arrest or capias exists.

10. All law enforcement officers of the parties to this Agreement who are acting pursuant to this Agreement shall have the same powers, rights, benefits, privileges, and immunities in each jurisdiction subscribing to this Agreement, including the authority to make arrests in each such jurisdiction subscribing to this Agreement, as he has within the locality where he is employed.

11. The services performed and expenditures made under this Agreement shall be deemed to be for public and governmental purposes and all immunities from liability enjoyed by the local government within its boundaries shall extend to its participation in rendering assistance outside its boundaries. It is understood that for the purpose of this Agreement, the responding party is rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance.

12. All pension, relief disability, worker's compensation, life and health insurance, and other benefits enjoyed by said employees shall extend to the services they perform under this Agreement outside their respective jurisdictions. Each party agrees that provisions of these benefits shall remain the responsibility of the primary employing jurisdiction.

13. Each party agrees that, in activities involving the rendering of assistance to a requesting jurisdiction pursuant to this Agreement, each party shall (i) waive any and all claims against all other parties hereto which may arise out of their activities outside their respective jurisdictions; and (ii) indemnify hold and save harmless to the extent it is legal to do so the other parties from all claims by

third parties for property damage or personal injury which may arise out of the activities of the other parties outside their respective jurisdictions. It is expressly understood that the provisions of this paragraph shall not apply to the entry of law enforcement officers into another jurisdiction pursuant to paragraph 7 of this Agreement. This Agreement does not constitute a waiver of any parties' right to sovereign immunity or any other form of immunity any party may enjoy or be entitled to.

14. The parties shall not be liable to each other for reimbursement for injuries to personnel or damage to equipment incurred when going to or returning from another jurisdiction. Neither shall the parties be liable to each other for any other costs associated with, or arising out of, the rendering of assistance pursuant to this Agreement.

15. This Agreement amends and replaces the previous written Agreement by these parties pursuant to §15.2-1736 of the Code of Virginia dated July 1, 2014. All other written or oral Agreements between all or any of the parties to this Agreement shall remain in full force and effect.

16. Withdrawal. Any party of this Agreement shall have the right to withdraw from this Agreement, with or without cause, by giving written notice to the other parties by certified mail, return receipt requested. Any withdrawal shall be effective thirty (30) days after receipt of notice of withdrawal. This Agreement shall be presumed to be in full force and effect unless and until notice of withdrawal shall be produced in the event the question of continuing effect of this Agreement shall arise in any judicial or administrative proceeding. In the event one or more parties withdraws, this Agreement shall continue in full force and effect as to the remaining parties.

17. Succession of Sheriffs. It is the intention of the parties that this Agreement shall be of a continuous duration and remain in effect even if any of the Sheriffs who are in the parties to this Agreement leave office. Should any of the Sheriffs who are parties to this Agreement leave office, this Agreement shall continue and remain in full force and effect in the jurisdiction of the Sheriff who has left office, provided that his successor shall within thirty (30) days of taking office, give written notice to the Clerk of the City Council of Lynchburg stating his intention to remain a part of this Agreement. Should such written notice not be provided within (30) days of taking office, the successor Sheriff shall be deemed to have withdrawn from this Agreement.

18. Completeness of Agreement. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, or representations, either oral or written. This Agreement may be amended only by written instruments signed by authorized representatives of the participating jurisdictions.

19. Gender. Any word importing the masculine gender used in this Agreement may extend to and be applied to females as well as males.

20. Agreement Custodian. The Clerk of the City Council of the City of Lynchburg shall retain the original signed copy of this Agreement and shall be the custodian thereof and authorized to make and distribute attested or authenticated copies of the Agreement.

21. Effective Date and Duration of Agreement. This Agreement shall be in effect for a period of five (5) years beginning at 12:01 a.m. May 1, 2017, or at such later time as all of the parties have endorsed this Agreement, and shall terminate at 11:59 p.m. on April 30, 2022.

TOWN OF AMHERST

The undersigned party hereby agrees to and enters into this Mutual Aid Agreement dated May 1, 2017, by and between the Sheriffs of the Counties of Amherst, Appomattox, Bedford, Campbell, Lynchburg, Nelson, Pittsylvania; the Towns of Altavista, Amherst, Bedford, Brookneal, Chatham and Hurt; and the City of Lynchburg, Virginia.

Commonwealth of Virginia  
Town of Amherst

The forgoing instrument was acknowledged before me this 28 day of March, 2017.

By *Jack Hobbs*  
Jack Hobbs  
Town Manager, Town of Amherst

*Tracie L. Wright*  
Notary Public

My Commission expires: 1/31/2020  
Notary Number: 7692035



**A RESOLUTION TO APPROVE AN AMENDED REGIONAL LAW ENFORCEMENT MUTUAL AID AGREEMENT**

**WHEREAS**, for a number of years the cities, counties and towns in Central Virginia and their law enforcement agencies have participated in mutual aid agreements; and,

**WHEREAS**, these mutual aid agreements have (a) helped promote regional cooperation among law enforcement agencies (b) helped participating jurisdictions provide necessary law enforcement services during emergencies and (c) helped enhance the overall quality of law enforcement services in Central Virginia; and,

**WHEREAS**, by resolutions adopted on July 3, 2002; February 7, 2007; and July 8, 2009 Town Council authorized the Town of Amherst to enter into a written mutual aid agreement, with the Amherst County Sheriff's Department, Appomattox County Sheriff's Department, the Bedford County Sheriff's Department, the Campbell County Sheriff's Department, the Lynchburg Sheriff's Department, the City of Lynchburg, the Town of Altavista, the Town of Amherst, and the City of Bedford; and,

**WHEREAS**, these mutual aid agreements must be amended from time to time to reflect amendments to the Virginia Code, to add new parties, etc.; and,

**WHEREAS**, the Sheriff's Departments for Nelson County and Pittsylvania County and the Town of Chatham have requested that they be allowed to participate in the mutual aid agreement along with the cities, counties, and towns and other law enforcement agencies in Central Virginia who are currently parties to the said mutual aid agreement;


**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Amherst hereby authorizes the Town to enter into a written mutual aid agreement with the Amherst County Sheriff's Department, the Appomattox County Sheriff's Department, the Bedford County Sheriff's Department, the Campbell County Sheriff's Department, the Lynchburg Sheriff's Department, the City of Lynchburg, the Nelson County Sheriff's Department, the Pittsylvania County Sheriff's Department, the Town of Altavista, the Town of Brookneal, the Town of Bedford, the Town of Chatham and such other cities, counties, and towns and law enforcement agencies in the Central Virginia area as may be appropriate for the joint use of law enforcement forces, both regular and auxiliary, equipment and materials, in order to maintain the peace and good order, and the Town Manager is authorized to execute such an agreement on behalf of the Town of Amherst.

**BE IT FURTHER RESOLVED** the Town Council of the Town of Amherst hereby approves the Town's participation in future law enforcement mutual aid agreements with the cities, counties, and towns in Central Virginia and their law enforcement agencies and at such times as those mutual aid agreements must be updated and amended, the Town Council of the Town of Amherst authorizes the Town Manager to sign such future law enforcement mutual aid agreements on behalf of the Town of Amherst.

*This resolution was adopted on June 11, 2014.*

ATTEST:

  
Clerk of Council

  
Mayor

## **2020 AMENDMENT TO MUTUAL AID AGREEMENT**

This Amendment is made to the Mutual Aid Agreement dated May 1, 2017 and effective until April 30, 2022 (hereinafter the 2017 Agreement), the original of which is maintained in the Office of the Clerk of the Lynchburg City Council.

It is agreed that the Sheriffs of the Counties of Appomattox, Bedford and Campbell Counties who were elected in 2019, shall from the date of the signature of the Clerk of the Lynchburg City Council acknowledging and accepting custody of this Amendment, shall be parties to the 2017 Agreement. All other terms and conditions of the 2017 Agreement shall remain in full force and effect.

**TOWN OF BROOKNEAL**

The undersigned party hereby agrees to this 2020 Amendment to the Mutual Aid Agreement dated May 1, 2017, by and between the Sheriffs of the Counties of Amherst, Appomattox, Bedford, Campbell, Lynchburg, Nelson, and Pittsylvania; the Towns of Altavista, Amherst, Bedford, Brookneal, Chatham, and Hurt; and the City of Lynchburg, Virginia.

Commonwealth of Virginia  
Town of Brookneal

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

By

\_\_\_\_\_  
Bobbie Waller  
Town Clerk, Town of Brookneal

\_\_\_\_\_  
Russell Thurston  
Town Manager, Town of Brookneal

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Notary Number: \_\_\_\_\_



**TOWN OF CHATHAM**

The undersigned party hereby agrees to this 2020 Amendment to the Mutual Aid Agreement dated May 1, 2017, by and between the Sheriffs of the Counties of Amherst, Appomattox, Bedford, Campbell, Lynchburg, Nelson, and Pittsylvania; the Towns of Altavista, Amherst, Bedford, Brookneal, Chatham, and Hurt; and the City of Lynchburg, Virginia.

Commonwealth of Virginia  
Town of Chatham

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

By

\_\_\_\_\_  
Timothy D. Hammell  
Town Clerk, Town of Chatham

\_\_\_\_\_  
Richard G. Cocke  
Town Manager, Town of Chatham

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Notary Number: \_\_\_\_\_

**TOWN OF BEDFORD**

The undersigned party hereby agrees to this 2020 Amendment to the Mutual Aid Agreement dated May 1, 2017, by and between the Sheriffs of the Counties of Amherst, Appomattox, Bedford, Campbell, Lynchburg, Nelson, and Pittsylvania; the Towns of Altavista, Amherst, Bedford, Brookneal, Chatham, and Hurt; and the City of Lynchburg, Virginia.

Commonwealth of Virginia  
Town of Bedford

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

By

\_\_\_\_\_  
Debra Anderson  
Town Clerk, Town of Bedford

\_\_\_\_\_  
Bart Warner  
Town Manager, Town of Bedford

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Notary Number: \_\_\_\_\_

**TOWN OF AMHERST**

The undersigned party hereby agrees to this 2020 Amendment to the Mutual Aid Agreement dated May 1, 2017, by and between the Sheriffs of the Counties of Amherst, Appomattox, Bedford, Campbell, Lynchburg, Nelson, and Pittsylvania; the Towns of Altavista, Amherst, Bedford, Brookneal, Chatham, and Hurt; and the City of Lynchburg, Virginia.

Commonwealth of Virginia

Town of Amherst

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

By \_\_\_\_\_

Sara E. Carter

Town Manager, Town of Amherst

\_\_\_\_\_

Notary Public

My Commission expires: \_\_\_\_\_

Notary Number: \_\_\_\_\_

## VI. EMPLOYEE COMPENSATION

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

### A. Pay and Classifications; Compensation Plan

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

### B. Hours of Work

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

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

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

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

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

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

#### **D. Overtime**

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

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

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

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

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

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

**E. Bonuses**

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

**F. Hazard Pay**

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

**G. Retirement**

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

**H. Time Cards**

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

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

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

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

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

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

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

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

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

### **Application**

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

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

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



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

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

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