

AMHERST TOWN COUNCIL
AGENDA – Thursday, November 12, 2020
Meeting at 7:00 p.m.
Town Hall, 174 S. Main Street, Amherst, VA 24521

- A. Call to Order for the Town Council– 7:00 p.m. - Mayor Tuggle**
- B. Pledge of Allegiance** - *I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.*
- C. Invocation** - *Any invocation that may be offered before the official start of the Amherst Town Council meeting shall be the voluntary offering to, and for, the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by Council and do not necessarily represent the religious beliefs or views of the Council in part or as a whole. No member of the audience is required to attend or participate in the invocation, and such decision will have no impact on their right to participate actively in the business of the Council. Copies of the policy governing invocations and setting forth the procedure by which a volunteer may deliver an invocation are available upon request at the Town Hall.*
- D. Public Hearings and Presentations**
- 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. 1-9)** – *Draft of the October 14, 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.10-19)**
- a. Town Manager Monthly Report - **attached**
- b. Police Chief Monthly Report - **attached**
- c. Office Manager Monthly Report - **attached**
- d. Clerk of Council Monthly Report- **attached**
- e. Public Works Monthly Reports- **attached**
- f. Town Attorney Monthly Report – **attached**
- 2. Council Committee Reports**
- a. Finance Committee – *Mrs. Carton*
- b. Community Relations – *Mrs. Ogden*
- c. Utilities Committee – *Mr. Watts*
- 3. Other Reports (Pgs. 20-27)**
- a. Planning Commission– *no meeting*
- b. Industrial Development Authority- , *et October 20 and November 2, draft minutes attached*
- c. Robert E. Lee SWCD- *minutes attached*
- H. Discussion Items**

1. **Amendment to Comprehensive Plan for a conservation easement at the Amherst Milling Company (Pg 28-29)**– Sara Carter– *Action on this item has been deferred since the December 2019 meeting. The last deferral request by the applicant was to the April 2020 meeting. The applicant plans to attend to answer Council’s questions and provide an update on the project.*
2. **Utilities Policy Change (Pgs.30-37)**- Sara Carter and Tracie Morgan- *The Utilities policy includes costs for both availability and connection fees for both water and wastewater services. Council decreased the connection fee, but the availability fee structure has remained the same for many years. It creates a disincentive for individuals to hook up to the Town’s systems. Staff recommends a cost-based availability fee for new services. The existing and the proposed policies are attached.*
3. **Purchase Approval for HVAC system in Town Hall (Pg. 38)**- Sara Carter- *Staff has received three quotes for a new HVAC system in Town Hall that would include improved filtering and disinfection for viruses. Staff requests authorization to proceed with the new system at a cost of \$16,200.*
4. **Purchase Approval for Audiovisual improvements to Council Chambers (Pgs. 39-42)**- Vicki Hunt and Sara Carter- *Staff has researched and met with multiple firms for A/V improvements in the Council chambers. Staff recommends working with Point Source to complete the project. If Council wishes to do the complete package, the cost is \$30,820.32. This includes full capability for streaming meetings. This package would also require a monthly subscription of \$169. Staff has also included less expensive options for Council’s consideration. The trade-off for a reduced cost is the streaming capabilities and/or the number of inputs that are possible with the system.*
5. **Set Public Hearing for Water Treatment Plant Renovation Bond**- Sara Carter- *The WTP project is moving ahead well and the bid process has been advertised and bids are due on November 23rd. Staff requests that the Council set a public hearing on the bond for the project for December 9th, in anticipation of a closing later that month. In order to receive the 0.2% interest rate deduction, closing needs to occur in December, if possible.*
6. **Appointment to BZA**- Sara Carter- *There are two outstanding vacancies on the Board of Zoning Appeals. State Code allows one overlapping member between the Board of Zoning Appeals and the Planning Commission. Staff recommends that the Council send a recommendation for June Driskill to the Circuit Court for her to serve on the BZA. She has indicated that she is willing to serve.*
7. **Possible Purchase of Town lease agreement (Pgs. 45-69)**- 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 of the Code of Virginia, as it relates to consultation with legal counsel pertaining to actual litigation involving the Town, Council will hear updates from attorneys representing the Town.*

N. Adjournment

Mayor D. Dwayne Tuggle called a regular monthly meeting of the Amherst Town Council to order on October 14, 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
Kimball Payne	Deputy Town Manager	Gary Williams	Director of Plants
Tracie Morgan	Office Manager/Treasurer	Becky L. Cash (Remote)	Lead Water Operator
Bobby Shiflett	Chief of Police		

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

Gary Christie was present on behalf of Central Virginia Planning District Commission to present a Resolution of Appreciation to Mayor Tuggle for his services as 2019-2020 Chairman of the Central Virginia Planning District Commission and leadership on the board of the Virginia Association of Planning District Commissions, and to give the CVPDC’s annual activity report.

Town Manager Carter and Deputy Manager Payne gave a report on a proposed amendment of the Town of Amherst Zoning Ordinance (Article IX. Special Provisions, Section 18.1.908.6(a) Signs), which would, if approved, allow works of art to be displayed in the Town without a sign permit, arising out of the Amherst Chamber of Commerce interest in erecting a “LOVE” sculpture at the County Visitor Center. Substituted language was given in lieu of “works of art” for the proposed amendment to the ordinance.

Mayor Tuggle opened a duly advertised public hearing at 7:18 p.m. on a proposed amendment of the Town of Amherst Zoning Ordinance (Article IX. Special Provisions, Section 18.1-908.06 Signs).

Katie Mayo, Director, Amherst County Chamber of Commerce, came forward to speak on behalf of the Chamber in favor of the proposed amendment that would allow a LOVE sculpture at the County Visitor Center, and to answer questions.

There being no one else listed to speak on the citizen public hearing comment sign-in sheet or otherwise, Mayor Tuggle closed the public hearing at 7:22 p.m.

After discussion, Ms. Carton made a motion that was seconded by Ms. Ogden to approve the proposed amendment to the Town of Amherst Zoning Ordinance (Article IX. Special Provisions, Section 18.1.908.06(a) Signs), with the following language as recommended by staff:

(6) *Community Promotions*. Community promotions that do not contain any commercial messages or references and are constructed or displayed on public property under the auspices of a locally based government agency.

There being no further discussion, the motion 4-1 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	Nay	Janice N. Wheaton	Aye

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

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

Mr. Watts made a motion that was seconded by Mr. Bunch to approve the minutes from the September 9, 2020, and September 22, 2020, meetings.

There being no discussion, the motion as to the September 9, 2020, and September 22, 2020, minutes carried 4-1 via the roll call method as follows:

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

Mr. Bunch reported on the Utilities Committees tour of the Old Mill. By consensus, staff was instructed to request Mr. McCormack to appear before council at its next meeting concerning 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.

After Town Manager Carter gave an update on the 2020 Christmas Parade, by consensus of Council, staff was directed to proceed under a modified plan with a “reverse parade” on December 4, 2020, where floats and other entries are stationary and spaced apart along the parade route, and those wishing to view the parade can do so simply by driving by to enjoy it from the safety of their vehicles.

After a report by Office Manager Morgan, Mrs. Carton made a motion that was seconded by Mr. Watts authorizing expenditure in the amount of approximately \$5,752.00 for a new server for Town Hall, from Antworks Protech, 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

Office Manager Morgan gave a report on the FY2021-2022 budget timetable and capital improvement plan that staff would like to follow. Mr. Watts made a motion that was seconded by Ms. Carton to approve the FY2021-2022 Budget Calendar and Capital Improvement Plan as presented 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

A copy of the FY2021-2022 Budget Calendar and Capital Improvement Plan 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 Mr. Bunch to adopt and approve an amendment to the Town of Amherst Personnel Policy XVI. Discipline and Grievances, Section A. Disciplinary Actions, 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.

Chief Shiflett announced that the Amherst Police Department and Blue Ridge Group of Keller Williams Realty are partnering together to hold a drive thru Trick or Treating on October 30, 2020, at Town Hall following CDC guidelines having families stay in their vehicles during the drive thru.

By consensus of Council, staff was directed to have additional dog boxes installed throughout Town.

After discussion, it was determined that a process should begin to name the Town Park by placing a survey on the website and request school participation.

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

At 8:23 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.

At this time Mayor Tuggle recused himself from attending a portion of the closed session stating what might be the appearance of a conflict of interest because he has a business and friend relationship with a

party to one of the actions being discussed, and that he will abstain from the discussion and physically leave the room during that portion of the discussion returning only when that discussion ends.

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

Vice Mayor Carton recessed the meeting at 8:24 PM.

Vice Mayor Carton reconvened the meeting in closed session at 8:43 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 8:59 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

Upon entering open session Mayor Tuggle presented Deputy Manager Payne with a commemorative Town cup as a token of appreciation for his services to the Town.

There being no further business, the meeting adjourned until November 12, 2020, at 9:01 pm on motion of Ms. Ogden, seconded by Ms. Carton.

D. Dwayne Tuggle, Mayor

Attest: _____
Clerk of Council

AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF AMHERST BY ADDING SECTION 18.1-908.06(a)(6) OF CHAPTER 18.1 OF THE TOWN CODE, THE AMENDED CODE REFERRING TO SIGNS.

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

1. That Sec. 18.1-908.06(a)(6) of the Code of the Town of Amherst is hereby added to read as follows:

Sec. 18.1-908.06. Signs permitted in all sign districts.

- (a) The following signs shall be permitted in all sign districts and shall not require a sign permit, unless otherwise indicated. The area of any sign described in this subsection shall not be included in computing the aggregate sign areas specified for individual districts.
- (1) *Temporary signs.* Temporary signs, which shall be non-illuminated and limited to the following types:
- a. When buildings are under construction or sites are under development, signs may be displayed provided that they are removed upon issuance of a certificate of occupancy. The maximum sign area of each such sign shall be 32 square feet.
 - b. When a property is offered for lease or for sale, signs may be displayed provided that they are removed within five days of the date of closing or within five days of the beginning of the lease.
 1. In the residential sign and mixed use districts, the maximum aggregate sign area shall be four square feet and the maximum height shall be twelve feet.
 2. In the commercial and industrial sign district, the maximum aggregate sign area shall be thirty-two square feet and the maximum height shall be twelve feet.
 - c. When a business in the mixed use or commercial and industrial sign district opens, temporary building-mounted signs and banners shall be permitted, provided that such sign or signs shall not be displayed for more than 30 days. The maximum aggregate sign area shall be 32 square feet.
 - d. When a dwelling in a residential sign district is holding a yard sale, signs may be displayed for only 48 hours and only on the property where the yard sale will be held.
 - e. For special events within the Town, any property owner may display up to two signs of up to four square feet each for up to five days in any 60 day period.
 - f. Signs on private property that exercise the property owner's right to right to free speech and express non-commercial messages such as ideals, causes, policies or candidates, provided that the aggregate sign area is not larger than 40 square feet in the mixed use and commercial and industrial sign districts or 16 square feet in the residential and agricultural sign district, and the total number of signs on a parcel cannot exceed two. Such signs shall be removed within 60 days of installation, and no property can display such signs for more than a total of 120 days per year.
- (2) *Permanent signs.*
- a. One sign at each parking lot entrance with no commercial logo or other message and not exceeding three square feet in area.
 - b. Non-illuminated names of buildings, dates of erection, monumental citations, commemorative tablets, insignia of local, state or federal government, and like when carved into stone, concrete or similar material or made of bronze, aluminum or other permanent type construction and made an integral part of a building structure. The maximum size of such sign shall be 32 square feet.
 - c. Usual and customary signs identifying disabled parking, rest rooms, directions, driving instructions or other facilities relating to such places or activities.
 - d. Signs not visible from adjacent properties or public rights-of-way.

- (3) *Flags.* Flags containing no commercial message are not regulated.
- (4) *Location on right of way.* Signs installed on VDOT right of way under a VDOT permit. The Town will only assist in the VDOT permitting process with Town approved banners installed above S. Main Street on the existing banner bracket.
- (5) *Nonconforming.* Any sign may remain in use provided that it was lawful at the time this ordinance was enacted. However, signage for any business shall be required to conform to all requirements of this ordinance as a condition of approval before any change to the signage for that business. (Amended January 9, 2019)
- (6) *Community Promotions.* Community promotions that do not contain any commercial messages or references and are constructed or displayed on public property under the auspices of a locally based government agency.

2. *That this Ordinance shall be effective on October 14, 2020.*

This ordinance was adopted on October 14, 2020.

Mayor

ATTEST:

Clerk of the Council

TOWN OF AMHERST

BUDGET CALENDAR FOR FY 2021-2022

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

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

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

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

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

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

CAPITAL IMPROVEMENTS PLAN FY 2021-2022

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

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

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

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

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

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

May 12, 2021 – Council adopts Capital Improvements Plan.

XVI. DISCIPLINE AND GRIEVANCES

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

A. Disciplinary Actions

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

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

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

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

B. Notification

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

C. Grievance

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

Town Manager's Report for the November 12, 2020 Town Council Meeting

Current Activities in Town:

- The sliplining project is continuing. We update our website and Facebook pages weekly with locations for where work will be occurring. In general, citizens in town have been pleased with the work. If you hear of any issues, please let us know as soon as possible so that we can have our inspector review the situation.
- The Water Treatment Plant renovation is out for bid. We will have bid opening on November 23rd and intend to have a public hearing on the bond next month. We should be closing in December. The timeframe is intended to ensure that the Town receives the reduced interest rate that is offered by VRA when projects close within a year of offer.
- The IDA has completed the small business grant program. At this time, there are no outstanding requests for additional grants. The business community has been very appreciative for the Council's commitment to them during this time.

Upcoming meetings and items of interest:

- The planning effort for the Central Virginia Training Center is on-going. I will be participating in the process by providing feedback in response to the public input sessions. If you are interested in the future use of the training center, you can participate via <https://trainingcentermasterplan.com/>.
- DMV Connect will be at Town Hall next Monday, Tuesday and Thursday.
- Work on the Christmas Parade is continuing. If anyone is interested in volunteering on the day or night of the parade, let us know.



AMHERST POLICE DEPARTMENT



MONTHLY REPORT

October 2020

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

CALLS FOR SERVICE	NUMBER
MOTORIST ASSIST	26
ALARM	6
PHONE COMPLAINT	113
BOLO	15
MISSING PERSON	
SHOPLIFTING	
PROBLEM WITH OTHERS	9
DOMESTIC	1
CHECK WELFARE	4
NOISE OR DOG COMPLAINT	5
TRAFFIC CRASH	11
EMS CALLS	1
SUDDEN DEATH	1
SUSPICIOUS PERSON	4
CALLS AT AMBRIAR	
OTHER	34

OFFICER INITIATED	NUMBER
BUILDING CHECKS	225
BUSINESS VISIT	55
BUILDING SEARCH	1
TRAFFIC SUMMONS	7
DRUNK IN PUBLIC	
EXTRA PATROLS/ Parks	224/48
WARRANT SERVICE	6
PROPERTY WALK AROUNDS	62
WARRANTS OBTAINED	3
PARKING TICKETS	
MISD. INVESTIGATION	8
FELONY INVESTIGATION	2
NARCOTICS INV.	4
SEARCH WARRANT	
PUBLIC RELATIONS	7
CITIZEN CONTACT	235

WARNINGS	NUMBER
SPEEDING	4
EQUIPMENT VIOLATION	
RECKLESS DRIVING	1
SUSPENDED LICENSE	
INSPECTION/REGISTRATION	
SEAT BELT / TEXTING	
ALL OTHER VIOLATIONS	2

TRAFFIC STOPS TICKETED	NUMBER
SPEEDING	2
EQUIPMENT VIOLATION	
RECKLESS DRIVING	1
SUSPENDED LICENSE	
INSPECTION/REGISTRATION	
SEAT BELT / TEXTING	
ALL OTHER VIOLATIONS	4

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

OTHER	NUMBER
ASSIST OTHER OFFICER	15
ASSIST OTHER AGENCY	21
COURT	6
REPORTS	6
SCHOOL / TRAINING	
MEETINGS	7
TOWED / IMPOUNDED VEH	



AMHERST POLICE DEPARTMENT

MONTHLY REPORT



PLEASE LIST ALL PASS ON'S, INVESTIGATIONS, ARREST, IMPOUNDED VEHICLES WITH REASON AND LOCATION, AND BUSINESSES WITH OPEN DOORS OR ANY OTHER SIGNIFICANT COMPLAINTS.

Call for service: 160

Miles Patrolled: 5,929

COUNTY ASSIST CALLS:

- 10-8 Problems with others. Cleared advice
- 10-10 Verbal domestic. Cleared advice.
- 10-17 Susp. Person Sweet Briar. Cleared advice.
- 10-20 Domestic Bob White Rd. Cleared arrest.
- 10-22 Warrant service Shelter Ln. No contact
- Warrant service Roses Mill Rd. No contact
- Traffic crash Rt. 151. Assist.
- 10-28 Problems with others. Cleared advice.

Calls after 01:00

- 10-19 Suicidal person. ECO and CIT took over care.



AMHERST POLICE DEPARTMENT

MONTHLY REPORT



OCTOBER ACTIVITIES

- Officer Robinson received his General Instructor certification.
 - Asset forfeiture annual report was completed.
 - All vehicle and tuning forks completed.
 - 3rd Annual PD Toy Drive is in the planning process. It will run from November 7th thru December 7th.
 - Iron Lives 5K was held and was without incident.
 - Planning for the Christmas has started.
 - Accreditation process continues with good progress.
- Two cleared investigations.
- Halloween drive thru event was held. We had over 500 children attended.
- The event was a huge success.



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: November 5, 2020
Re: October 2020 Monthly Report

Utilities – We made it through our first month in the new system with utility billing. We had a little hiccup but it was caught before bills went out and all is fine. Citizens are having a little bit of a heart burn with the new bill format, but I think once they get use to all the information, they will be thankful. We are starting to see an increase in drop box and mail in payments due to the fact that people do not want to pay the credit card fee.

A/P – October bills totaled \$621,101.18. 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 – 14 Businesses paid \$42,235 in Meals and Beverage Tax for the month of September.

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

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

Upcoming Items –

- Capital Improvement Plan
- Budget

Auditors – Auditors are scheduled to be here December 14th and 15th for FY20 work.

We have a lot going on in the office. Dee and I both are trying to maintain our normal job duties, while participating in training for the new software and handling the desk on the days we do not have help. I am trying to do my end of year work, prepare for the audit, key in items from the old software to the

new software and I am attempting to keep up on the CARES Funds. Please be patient with me for a bit longer to get my due dates back on track with everything that I am responsible for giving you.

CLERK OF COUNCIL REPORT OCTOBER 2020

COMMITTEE MEETINGS

Industrial Development Authority

Receive and review agenda materials; assemble packet for 10-5-20 and 10-20-20 meetings; 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 10-14-20 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 September meeting during Covid-19 pandemic with link to YouTube
 - Notice: Wastewater System Improvements and Work Schedule Updates
 - Christmas Parade: Notice with links to information listed below
- Share links to community events and news; Monitor feedback

2020 CHRISTMAS PARADE

Compose Christmas Parade Theme Announcement; update forms and content on website Christmas Parade Application Rules and Regulations, Christmas Parade Information – Order of Lineup, etc., Christmas Parade Winners and theme pages; update Christmas Parade content within Events website opening page and Christmas Parade website opening page. Add links on website homepage and notice with links on Facebook; email parade potential participants updated information.

Research; design and order winner's plaques; research cost of category placement banners; telephone conference with McBride's sign re replacement of parade banner; schedule and attend 10/20 meeting to discuss parade route and details; update parade map for VDOT; prepare parade banner application package for banner permit from VDOT; receive permit; schedule and attend 10/29 meeting with Mike Cargill and Town Manager Carter re livestreaming of parade; prepare script for parade demo.

AUDIO VISUAL

10/29/20: Schedule and meet with Mr. Payne, Town Manager Carter and Point Source representative to discuss audio visual needs for council chambers.

OTHER:

- Research masks and gaiters – design masks; miscellaneous emails; place and track order
- Post Advertisement for Bids for Water Treatment Plant Improvements
- Properly format sign ordinance; update zoning ordinance on website
- Prepare livestreaming connection from virtual meetings to YouTube
- Convert and post audio recording of meeting
- Prepare, send, post Legal Ads/Public Hearing Notice: Industrial Development Authority Meeting 10/20/20 – Cares Act; Town Council Meeting 10/14/20– Zoning Ordinance Amendment
- Miscellaneous phone calls, correspondence, research
- Prepare miscellaneous purchase orders

Town of Amherst Committees as of October 31, 2020 Update; See Attached.

Town of Amherst Committees as of October 31 , 2020

	<u>Appointed/Term Expires</u>	
<u>TOWN COUNCIL</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>		
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>			
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>		
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>		
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>		
D. Dwayne Tuggle	01/01/19	12/31/20
Sara Carter	01/01/19	12/31/20

Appointed/Term Expires

<u>CENTRAL VIRGINIA TRANSPORTATION COUNCIL (MPO)</u>		
D. Dwayne Tuggle	01/01/19	12/31/20
Sara E. Carter	01/01/19	12/31/20

<u>TOWN/SWEET BRIAR SEWER USE ADVISORY COMMISSION</u>		
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)		

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

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

- COMMUNITY RELATIONS AND RECREATION 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

Oct-20

Water Meter Read	1150
Water Meter Re-Read	33
Disconnects	16
VA-811 Service locations	108
Vehicle PM Work Orders	13
Pump Station/Plant Work Orders	23
Banners Installed/Dismantled	0
Water Services Installed/Replaced	0
Sewer Services Installed/Replaced	2
Minor Leaks Repaired	4
Major Leaks Repaired	1
Minor Sewer Problems Resolved	4
Major Sewer Problems Resolved	1

Man Hours

Meter Reading	73
Street/Sidewalk Maintenance	312
Safety Training	4
Bush Hogging	64
Flushing Water	0
Equipment Maintenance	37
Xmas decorations	0

Major Issues & Comments

Big month for 811 tickets. (Verizon pole inspection)

Routine/Annual Work

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

Projects/Unusual Work

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



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

**SUBMITTED BY: GARY S. WILLIAMS,
DIRECTOR OF PLANTS
SUBMITTED ON: Friday, November 6, 2020**

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

	Total, Million Gallons	Average, Million Gallons	Max., Million Gallons	Min., Million Gallons
Raw Source Water	10.890	0.350	0.590	0.190
Plant Production	9.710	0.310	0.570	0.170
Water Delivered to System	9.280	0.300	0.540	0.170

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

	Total, Million Gallons	Average, Million Gallons	Max., Million Gallons	Min., Million Gallons
Raw Influent Sewage	9.208	0.297	1.174	0.175
Final Treated Effluent	9.245	0.298	1.170	0.186

Stand Out Details of Monthly Operations,

- 10/01/20 Attended the Technical Advisory Committee's electronic meeting to assist in the reissuance of general VPDES watershed permits for total nitrogen and total phosphorus. Significant discussions were on results, findings, and ultimately permit limits for state dischargers. These limits will affect the Town in the next permit cycle which will begin January 1, 2022.
- 10/15/20 The fourth-quarter average result for Haloacetic Acids (HAA5) is trending 51.42% below the exceedance level of 0.060 mg/L at 0.029 mg/L. There has not been a quarterly average exceedance since the second quarter of 2018. Staff is pleased with the ongoing performance of the Town's water facility.

	January 16, 2020		April 16, 2020		July 16, 2020		October 15, 2020		Quarterly Average	
	ug/L	mg/L	ug/L	mg/L	ug/L	mg/L	ug/L	mg/L	mg/L	
(Mono) Bromoacetic Acid	ND	0.00000	ND	0.00000	ND	0.00000	ND	0.00000	0.00000	
(Mono) Chloroacetic Acid	ND	0.00000	ND	0.00000	1.30000	0.00130	19.10000	0.01910	0.00510	
Dibromoacetic Acid	ND	0.00000	ND	0.00000	ND	0.00000	ND	0.00000	0.00000	
Dichloroacetic Acid	6.10000	0.00610	6.40000	0.00640	11.20000	0.01120	15.40000	0.01540	0.00978	
Trichloroacetic Acid	7.40000	0.00740	7.90000	0.00790	13.10000	0.01310	28.70000	0.02870	0.01428	
HAA5	13.50000	0.01350	14.30000	0.01430	25.60000	0.02560	63.20000	0.06320	0.02915	<i>4th quarter 2020</i>
	> 0.060 mg/L is an Exceedance									

- 10/27/20 The fourth-quarter averages for Trihalomethanes (TTHM) have trended slightly upwards but have not been an issue as the HAA5's of the past. In the fourth quarter of 2020, the average result was 56.34% below the exceedance level of 0.080 mg/L. As a general item, the Town has maintained a level below the exceedance level for twelve years.

	January 16, 2020		April 16, 2020		July 16, 2020		October 27, 2020		Quarterly Average	
	ug/L	mg/L	ug/L	mg/L	ug/L	mg/L	ug/L	mg/L	mg/L	
Bromodichloromethane	2.90000	0.00290	2.20000	0.00220	5.70000	0.00570	3.80000	0.00380	0.00365	
Bromoform	ND	0.00000	ND	0.00000	ND	0.00000	ND	0.00000	0.00000	
Chloroform	23.40000	0.02340	20.20000	0.02020	43.80000	0.04380	37.30000	0.03730	0.03118	
Dibromochloromethane	ND	0.00000	ND	0.00000	0.41000	0.00041	ND	0.00000	0.00010	
TTHM	26.30000	0.02630	22.40000	0.02240	49.91000	0.04991	41.10000	0.04110	0.03493	<i>4th quarter 2020</i>

**Town of Amherst
Industrial Development Authority**

A special meeting of the Town of Amherst Industrial Development Authority was called to order by Vice Chairman Richard Wydner on October 20, 2020, at 5:15 PM in the Council Chambers of the Town Hall at 174 S. Main Street. It was noted that a quorum was present as follows:

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

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

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

Deputy Manager Payne gave a report on ten grant applications received in response to the \$120,000.00 Town of Amherst COVID-19 Small Business Grant Program designated for small businesses impacted by COVID-19, to provide support to small businesses that have been negatively impacted either by business interruption causing the loss of revenue or additional expenses to adapt to a Covid-19 environment. Previously distributed amounts totaled \$47,823.78.

After discussion, Mr. Rucker made a motion which was seconded by Mr. Hart to approve the applications and additional distribution of grants totaling \$61,429.87, as follows:

Advanced Quality Coatings in the amount of	\$7,147.36;
American Beauty in the amount of	\$12,859.74;
Amherst Distributing in the amount of	\$6,905.00;
Burch, Ogden & Schrader in the amount of	\$1,812.93;
Double Shoe in the amount of	\$3,737.00;
El Trebol - El Mariachi in the amount of	\$5,000.00;
JNL Way – Subway in the amount of	\$5,000.00;
Loose Shoe Brewing in the amount of	\$5,700.00;
Razor Line Barbershop in the amount of	\$8,474.33;
Ritchie's Barber Shop in the amount of	\$4,793.51;

with the remaining \$10,746.35 to be evenly distributed to JNL Way - Subway and El Trebol - El Mariachi if no further eligible grant applications are received by October 31, 2020.

There being no further discussion, the motion carried 5-0 with Mrs. Turner and Messrs. Wydner, Rucker, Stein and Hart voting “Aye”. Messrs. Bailey and Jennings was absent.

There being no further business, the meeting adjourned at 5:59 PM on motion of Mrs. Turner, seconded by Mr. Hart.

Richard Wydner, Vice Chairman

ATTEST: _____
Secretary

FOR APPROVAL

**Town of Amherst
Industrial Development Authority**

A regular meeting of the Town of Amherst Industrial Development Authority was called to order by Chairman Jacob Bailey on November 2, 2020, at 5:15 PM in the Council Chambers of the Town Hall at 174 S. Main Street. It was noted that a quorum was present as follows:

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

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

Mr. Wydner made a motion which was seconded by Mr. Rucker to approve the minutes of the October 5, 2020, meeting. There being no discussion, the motion carried 5-0 with Mrs. Turner and Messrs. Bailey, Wydner, Rucker, and Hart voting “Aye”. Messrs. Stein and Jennings were absent.

Mrs. Turner made a motion which was seconded by Mr. Wydner to approve the minutes of the October 20, 2020, meeting. There being no discussion, the motion carried 5-0 with Mrs. Turner and Messrs. Bailey, Wydner, Rucker, and Hart voting “Aye”. Messrs. Stein and Jennings were absent.

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

Town Manager Carter gave a report on two grant applications received in response to the \$120,000.00 Town of Amherst COVID-19 Small Business Grant Program designated for small businesses impacted by COVID-19, to provide support to small businesses that have been negatively impacted either by business interruption causing the loss of revenue or additional expenses to adapt to a Covid-19 environment. Previously distributed amounts totaled \$107,123.65.

After discussion, Mr. Rucker made a motion which was seconded by Mrs. Turner to approve the applications and additional distribution of grants totaling \$11,811.35 as follows:

John C. Dean, DDS, PC in the amount of	\$6,581.52;
Me & Hair in the amount of	\$5,229.83.

There being no further discussion, the motion carried 5-0 with Mrs. Turner and Messrs. Bailey, Wydner, Rucker, and Hart voting “Aye”. Messrs. Stein and Jennings were absent.

There being no further business, the meeting adjourned at 5:27 PM.

Jacob Bailey, Chairman

ATTEST: _____
Secretary

FOR APPROVAL

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

September 24, 2020 – 6:00 p.m.

Directors:

(Present) Brandon Schmitt, Vice Chairman
 Doug Perrow, Treasurer
 Karen Angulo
 Chad Barrett
 Charles Smith

Directors:

(Absent) Brandon Payne
 Jeff Floyd, Chairman
 Bruce Jones

Staff/Partners:

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

Others:

Joetricia Humbles
Nancy Jo Billings

Call to order: The regular meeting of the Robert E. Lee Soil and Water Conservation District Board of Directors was called to order September 24, 2020, at 6:03 p.m., by Brandon Schmitt, Vice Chairman, at The Spring House Restaurant, 9789 Richmond Hwy, Lynchburg, Virginia.

Acknowledgement of Guests: Joetricia Humbles and Nancy Jo Billings

Adopting the Agenda: Brandon Schmitt, Vice Chairman, asked if there were any changes to the agenda. There being none, **motion was made to approve the agenda as presented. (Perrow, Smith, passed 5-0)**

- 15 personnel are out of state assisting on fires out west.

5-Virginia Cooperative Extension Report – Bruce Jones, Appomattox VCE Agent - oral report given by Jonathan Wooldridge(copy filed with minutes)

- The City of Lynchburg Extension Agent position has been filled part time by Ms. Kelsey Lawback.
- A soybean field day will be held in Halifax and Charlotte Counties. I am excited that our soybean disease specialist, insect specialist and agronomist will be attending.
- I assisted with the State 4-H Shooting contest held at Holiday Lake earlier this month.
- Private Pesticide Applicator recertification meetings are being planned for the winter. I am the area coordinator for a virtual recertification option developed by the Virginia Tech Office of Pesticide Programs.
- Mrs. Sonya Furgurson Central District Extension Directed approved the reappointment as a Director for the Robert E, Lee SWCD.

Motion was made by Robert E Lee Soil & Water Conservation District to reappoint Bruce Jones as the Ext. Agent appointee (Perrow, Barrett approved 5/0)

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

- Three large livestock exclusion practices are working on projects packets. 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
10-21-0005	402438	OCB/CAM	\$12,800.00	\$9,600.00 Tax Credit \$800.00	June 30, 2021	PY21 VACS OCB	SL-7 (Smith, Barrett approved 5/0)
10-21-0014	418460	OCB/AP	\$25,915.00	\$27,339.25 Buffer Payment \$1,424.25	June 30, 2021	PY21 VACS OCB	SL-6W (Barrett, Smith approved 5/0)

- **Watershed Dams:** Watershed dams are doing well and in good shape. Checking on the dams as the rainfall events happen.
- **BMP Spot Checks** September 23-24, 2020. Amherst (1), Appomattox (5), Campbell (2)
- **Clean Water Farm Awards:**
Hix Bros Dairy. Appomattox Co. CB
George Jones. Campbell Co. OCB
(Barrett, Angulo approved 5/0).

Training events provided.

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

- Practices Paid–

<u>Contract#</u>	<u>Prac</u>	<u>Co.</u>	<u>C/S</u>	<u>Fund</u>	<u>Date</u>
10-15-0071	SL-6	Camp.	\$43,626	2015 OCB VACS	9/2/20
- PY21 OCB Cost Share Practice Applications-
 - Three applications (1 FR-1, 2 SL-6W) ranked for cost share applications.
 - Conservation plans and cost estimates updated.
 - One new farm visit.
- 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.

Training Events provided.

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

- Distributed the approved minutes from the July 2020 Board of Directors meeting.
- Draft minutes for the August 27, 2020 RELSWCD Board of Directors meeting were prepared and distributed for review.
- Prepared the August Treasurer’s and Budget reports and forwarded them to Doug Perrow Treasurer.
- Reconciled the bank statements (3), checkbook, QBs, ledgers and multi-funded account balances were updated.
- Ran the Budget to Actual Expense report monthly and year to date and reviewed for errors.
- Payroll summary (monthly) and general ledger for the month reviewed for accuracy.
- Processed the Monthly payroll, taxes, and retirement.
- Prepared the draft agenda for the September 24, 2020 regular Board of Directors meeting..
- Had phone and fax lines switched to new provider Shentel
- Audited Sharp Copier bill and requested adjustment.
- Assisted Hannah with old photos.

Training Events Provided

REMINDERS:

- The next regular meeting of the RELSWCD Board of Directors is scheduled for the fourth Thursday, October 22, 2020. / **New Directors to come in at 4:30-5:30 for training.**
- Please remember to complete your mileage voucher in your meeting packet

District Office Closed Dates: October 12, 2020 Columbus Day/ Yorktown Victory Day.

9-RELSWCD Conservation Education Specialist Report – Hannah Tillotson
Meetings/Conferences

- September 11, DEI Committee meeting
- September 15, DEI Training (Part of Graves Mountain Virtual)
- September 16, Webinar: How Virginia Protects Its Waterways
- September 18, Middle James Round Table

Office Work

- Finished work on photographs
- Mailed out Annual Reports

Programs

September 23	Blue Ridge Montessori School	The Incredible Journey	19

Upcoming

- October 1, SWCD Staff Envirothon Zoom Meeting

10. Timberlake TWID- Doug Perrow oral report

Board updated from State Board meeting that the following request have been approved.

Motion 1: Motion made to accept the resignation of Timberlake WID Trustee Everett Chadbourne and approve the nomination of Robert Spottswood Lockridge, Jr. MD. as a Timberlake Trustee per Section 10.1-623 Code of Virginia. State Board approved.

Motion 2: Motion made to approve the Timberlake WID FY21 Budget estimate and they type of Timberlake WID indebtedness per Section 10.1-626 and Section 10.1-630 Code of Virginia. State Board approved pending Permit approval, DEQ approval and Loan Approval

REPORT OF COMMITTEES- None

UNFINISHED BUSINESS - None

NEW BUSINESS- None

ANNOUNCEMENTS -None

ADJOURNMENT - The Vice Chairman adjourned the meeting at 6:50 p.m. (**Barrett, Angulo approved 5/0**)



Jeff Floyd, Chairman



Cindy Miller, Office Administrator



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: Sara Carter
Date: November 6, 2020
Re: Potential Comprehensive Plan Amendment for Old Mill

Summary:

The Council held a public hearing regarding a change to the Comprehensive Plan for the purpose of allowing an amendment to change the land use on land around the old mill from residential to conservation/agriculture in December 2019. This change has been a complex issue, as there is existing infrastructure on the site and a previous expectation of development for the area. Additionally, with the impacts of Covid, as well as other development issues, there has been a concern regarding the speed of development at the mill. There is a very real concern that if the mill is not successful, that the conservation easement will have locked the Town into a scenario where development potential is permanently lost with no coinciding benefit from the mill development. Unfortunately, there is no means to ensure that the mill will succeed or to have the easement dissolve if the mill is not successful. Ultimately, this decision will be made with a range of assumptions that may or may not be correct.

Outcome of currently adopted plan:

From a development point of view, the existing situation would allow for the development of approximately 80 additional homes, under a best-case scenario. This includes the remainder of the Mill Race subdivision and the vacant land that is between the mill and the subdivision.

Issues brought up through the process:

- Availability and use of water and sewer infrastructure- While the Town will not realize development for a portion of this area under the proposed amendment, there is additional usage that is occurring with the development of the mill. These uses include the brewery, a bed and breakfast and special events. Prior to the redevelopment of the mill, there was essentially no usage of water and sewer at that location. Estimates of usage at the mill when open, equate to what would be used for 10-20 homes. Additionally, because the mill pays commercial rates for water and sewer, the financial portion of the usage is even higher.
- Usage of the easement- The landowner has stated that the easement will be available for trail use, complementing what has already occurred in Town and what there is interest in for the future. If the Town works with the applicant to codify this commitment in the easement, the benefit will remain for the Town regardless of future ownership or development.

- Benefit to the mill development- The easement presents a financial benefit for the redevelopment of the mill, as well as a attractive long term environment for the mill. The success of the mill has a direct impact on the Town. If it is successful, it will create a strong attraction as well as provide additional meals and beverage revenue.
- Development potential near the mill- There is significant remining vacant land in the area of the mill that remains if this land is taken out of the development pipeline. Specifically, there is approximately 20 acres at the southeastern quadrant of Route 60 and the railroad tracks. And between the mill and Brockman Park, there are approximately 100 vacant acres.

Recommendation:

While a conservation easement in this area is not ideal from a development point of view, staff recommends approval if the availability for trails for public use is secured. This commitment would differentiate this easement from others that have occurred, providing a public benefit regardless of the outcome of the mill's development. If the mill development occurs as planned, the benefit to the Town is much greater, including additional development in the Town, as well as h a positive impact on Town revenues.

Town of Amherst Utility Rate and Fee Policy

For FY 2020/21

Initiation or Termination of Service:

Requests to initiate or terminate Town water, sewer and/or refuse collection (utility) service are accepted at the Town Hall (434/946-7885) 9-5, M-F for processing by the Utilities Department. All new customers and changes to the party to be billed are charged a \$50.00 account set-up fee/ reconnection fee/trip charge at the time the account is opened and are required to show proper identification. All requests are to be in writing on a form available at the Town Hall.

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>
Water:				
Effective July 1, 2017	\$15.60	\$7.75	\$31.20	\$15.50
Sewer:				
Effective July 1, 2017	\$27.35	\$6.85	\$54.70	\$13.70
Curbside Refuse Collection:				
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 20th day of each month except when the 20th 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 2nd 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
3/4"	24	1.5	\$2,550	\$3,750	\$6,000	\$7,500
1"	40	2.5	\$4,250	\$6,250	\$10,000	\$12,500
1 1/2"	80	5	\$8,500	\$12,500	\$25,000	\$25,000
2"	128	8	\$13,600	\$20,000	\$40,000	\$40,000
3"	280	17.5	\$29,750	\$43,750	\$87,500	\$87,500
4"	480	30	\$51,000	\$75,000	\$150,000	\$150,000
6"	1000	62.5	\$106,250	\$156,250	\$312,500	\$312,500

Connection Fees:

The connection fee shall be \$250 for water and \$250 for sewer.

Maintenance of Policy and Implementation

The Town Manager shall be responsible for maintaining and updating this policy and for its proper administration. The Town Manager shall have the authority to deviate from strict enforcement for good cause.

Town of Amherst Utility Rate and Fee Policy

For FY 2020/21

Initiation or Termination of Service:

Requests to initiate or terminate Town water, sewer and/or refuse collection (utility) service are accepted at the Town Hall (434/946-7885) 9-5, M-F for processing by the Utilities Department. All new customers and changes to the party to be billed are required to show proper identification and will be charged a \$50.00 account set-up fee/ reconnection fee/trip charge that will be added to the customer's first bill, at the time the account is opened and are required to show proper identification. All requests are to be in writing on a form available at the Town Hall.

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>
Water:				
Effective July 1, 2017	\$15.60	\$7.75	\$31.20	\$15.50
Sewer:				
Effective July 1, 2017	\$27.35	\$6.85	\$54.70	\$13.70
Curbside Refuse Collection:				
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:

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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 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:

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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. The Office Manager is authorized to give a 100% credit on sewer charges if the leak occurred between the meter and the house with the assumption that the water leaking from the plumbing was not being returned into the Town's sewer system. "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.

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Restoration of Service:

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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.

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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.~~

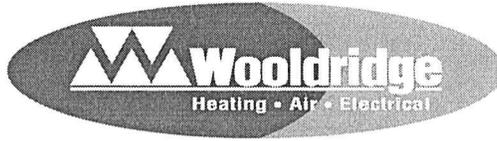
Meter Size	80% Capacity, gpm	Factor	In Town		Out of Town	
			Water	Sewer	Water	Sewer
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Connection Fees:

The connection fee shall be \$250 for water and \$250 for sewer.

Maintenance of Policy and Implementation

The Town Manager shall be responsible for maintaining and updating this policy and for its proper administration. The Town Manager shall have the authority to deviate from strict enforcement for good cause.



14179 WARDS ROAD
LYNCHBURG, VA 24502
(434) 239-0371 OR 1-800-272-1690

Proposal

Town of Amherst
174 S. Main Street
Amherst VA 24521

Re: HVAC

We propose to replace the 5-ton package unit on the roof that services the front of the building. Replacing the disconnect would be an additional cost. We will tie back into the existing duct.

We will remove the abandon package unit per the town. This will include removing the unit taking the electrical below the roof deck and capping the duct. Any roofing will need to be contracted by you unless you tell us otherwise.

We will replace the split system that services the back of the building.

All of the equipment is like for like.

We will add 1 Reme-halo per system.

Warranty is 5 years on the compressor with 1 year on the parts and labor.

Price: \$16,200.00

Payment is due upon completion.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Title of all equipment and materials will remain with Wooldridge Heating and Air, Inc. until the balance is paid in full. Wooldridge reserves the right to collect from BUYER interest rate of 1 ½% per month (APR 18%) on any past due amount. All agreements contingent upon accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker’s Compensation Insurance.

Authorized Signature: Jason Thomas _____

Date: October 30, 2020

Acceptance of Proposal – The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Confidential Proposal – Scope of Work

For:	Town of Amherst
Presented by:	Point Source Audio Inc. 434-237-9091
Date:	11.3.20
Project:	Chamber AV – Streaming Infrastructure v2

Description: Point Source Audio is pleased to present this design to the Town of Amherst for Audio and Video integration into the Chamber space, with a focus on streaming integration. You'll find a detailed description of the quoted costs below.

BASIC COST

The Basic Cost features the necessary components to record and stream events in the Council Chamber with multiple cameras, mixed audio, and video options around the room, all while maintaining ease-of-use for system operators.

Two PTZ Cameras, rated at 12x zoom, will be installed at the locations shown in the attached markups. These will be controlled by software on the presentation laptop, provided by the Town of Amherst.

A small format video switcher (Roland V1-SDI) is quoted to monitor and switch the cameras for any live stream or video call. A 24" monitor is quoted to act as camera Multiview – being able to see both camera feeds at once before they're sent to the live stream.

Video Streaming will be handled by a dedicated encoder – the Ray encoder, from Resi. The Ray encoder streaming can be manually engaged by logging in to your Resi account anywhere; additionally, the encoder can also be set up to run on a pre-set schedule. Resi charges a monthly fee for their cloud streaming service, and the fee amount is based on where you intend to stream to (social media only, dedicated website, etc.). The Town of Amherst will work directly with Resi to manage their cloud subscription to support the encoder.

Audio will be integrated into the stream via 5 ceiling mics, installed above the primary council seating and rear room seating (see attached markup for locations). Audio playback will be through 10 in-ceiling speakers, installed in key locations throughout the room (see attached markups). Volume for audio sources can be easily controlled through a digital volume controller (BSS Audio EC-8BV), installed at the preferred location within the room. An additional music input plate is quoted, containing 3.5mm and RCA jacks for easy connectivity; this can be installed at the preferred location.

All audio control components will be housed in a wall-mounted rack, installed in an adjacent office. The wallrack will house power conditioning, audio processing, a network switch to power the PTZ cams and room volume controller, and an amp for the in-ceiling speakers.

Two HDMI video input plates will be installed in the room; these inputs can be sent to the 65" room TVs and/or the broadcast stream. A small format, single-button switcher will be set up at broadcast control to select the active input on the room TVs. All TVs are currently designed to mirror the same content.

Two 65" TVs are quoted for installation in the room (see markups). The currently installed projector will also be feed the same signal as the in-room TVs.

FULL COST

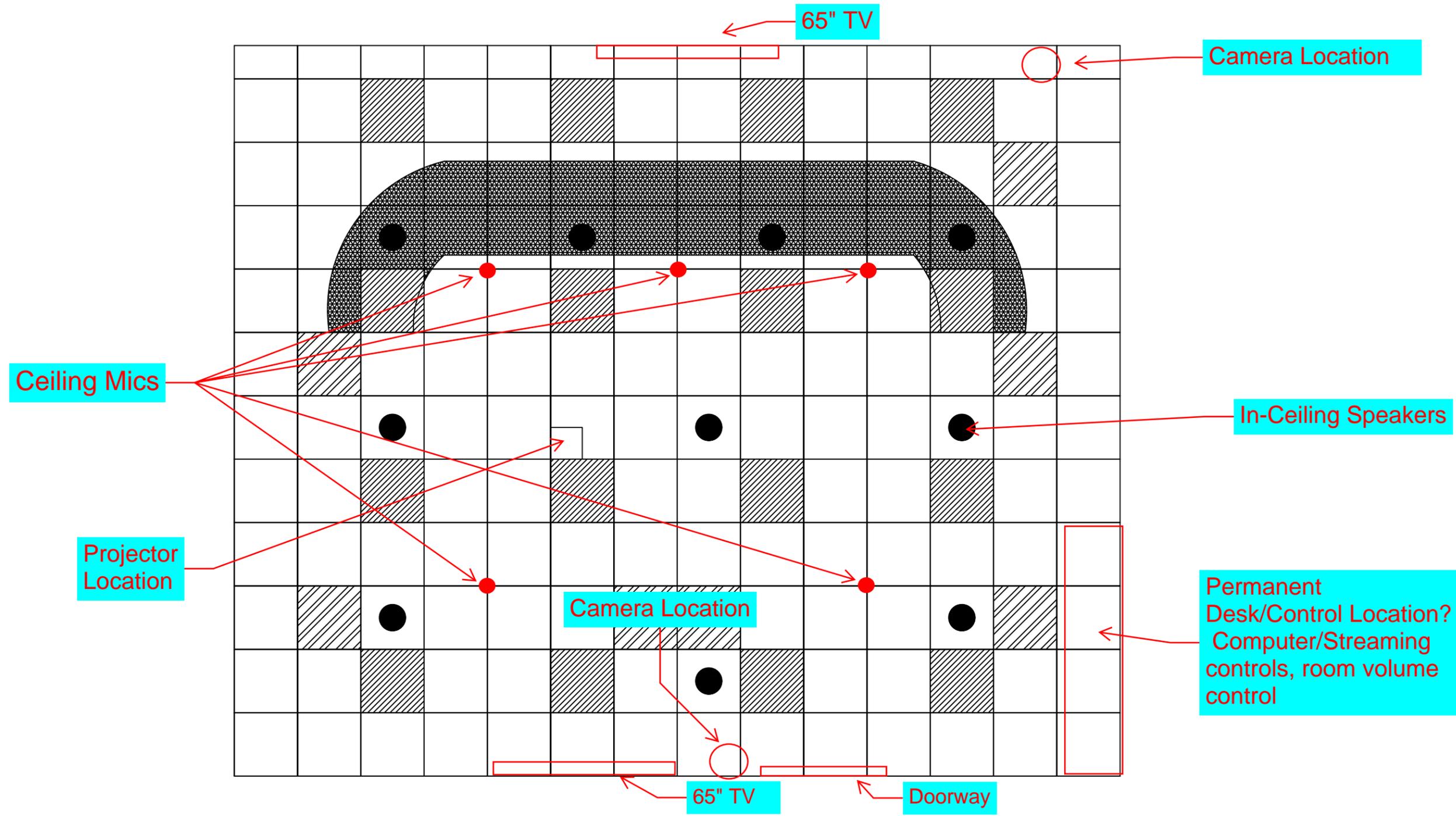
The Full Cost builds off of the Basic Cost by providing key upgrades to the functionality of the system. Instead of software control of the PTZ cameras, a small format joystick/preset controller is quoted for easy operation of the cameras, without needing to make selections on the presentation computer.

An additional Bluetooth music input is integrated into the space with the Full Option. This will allow for easy wireless audio connectivity into the system.

Any and all new electrical needs to support this either option of this design will be funded by the Town of Amherst and installed by the Town of Amherst's preferred contractor prior to AV installation, in coordination with Point Source Audio's design/installation locations.

Labor on both the basic and full cost is factored in for a few days of installation/travel; additional time is factored in for programming, tuning, testing and training on the system. Additional time is budgeted to allow for refining system parameters/programming post-install, if needed.

See below for an itemized gear list and the final page for Basic/Full Costs.



POINT SOURCE)))
 AUDIO - MUSIC

NOTES:

TAG KEY:



TOWN OF AMHERST

CEILING LAYOUT - AV

DESIGN BY: MATTHEW BILLINGS
 DRAWN BY: MATTHEW BILLINGS
 DATE: 11.2.2020
 REVISION NUMBER: 002

Matthew Billings
matthew@pointsourceaudio.com



Phone: 434-237-9091
235 Progress Drive Lynchburg VA 24504

Designed for: Town of Amherst

Date: 11.3.20

Revision: Town Hall AV v2

Point Source Audio is pleased to present this design/proposal for your project! You'll find an itemized gear list below, followed by a final summary of all costs and labor. All costs contained within this quote are confidential and are intended only for the direct recipient. Quote valid for 30 days.

Audio-Visual				Basic		Full		NOTES
Item Description	Manufacturer	Part Number	Unit Costs	Quantity	Total	Quantity	Total	
FINAL COSTS + LABOR LOCATED IN "FINAL SUMMARY" AT BOTTOM OF QUOTE								
<i>Description</i>								
PTZ Cameras - 12x zoom, PoE	PTZ Optics		\$ 1,599.00	2	\$ 3,198.00	2	\$ 3,198.00	
PTZ Cam wall mounts	HuddlecamHD		\$ 90.00	2	\$ 180.00	2	\$ 180.00	
			\$ -		\$ -		\$ -	
Small Format Video Switcher	Roland		\$ 1,495.00	1	\$ 1,495.00	1	\$ 1,495.00	
Small Format Multiview Screen 24"	Dell		\$ 189.99	1	\$ 189.99	1	\$ 189.99	
Camera IP Controller	PTZ Optics		\$ 649.00		\$ -	1	\$ 649.00	
			\$ -		\$ -		\$ -	
12U Wallrack	Gator		\$ 389.00	1	\$ 389.00	1	\$ 389.00	
4U Desk Rack - Streaming Station	Mid Atlantic		\$ 117.00	1	\$ 117.00	1	\$ 117.00	
Power Conditioning	Furman		\$ 229.00	2	\$ 458.00	2	\$ 458.00	
Network Switch	Unifi		\$ 300.00	1	\$ 300.00	1	\$ 300.00	
Audio Processor	BSS Audio		\$ 2,499.00	1	\$ 2,499.00	1	\$ 2,499.00	
Amp	Crown		\$ 1,179.00	1	\$ 1,179.00	1	\$ 1,179.00	
Streaming Encoder	Resi		\$ 1,299.00	1	\$ 1,299.00	1	\$ 1,299.00	
			\$ -		\$ -		\$ -	
Room Volume Control - Digital Controller	BSS Audio		\$ 398.00	1	\$ 398.00	1	\$ 398.00	
In-Ceiling Speakers	JBL		\$ 192.00	10	\$ 1,920.00	10	\$ 1,920.00	
Ceiling Mics - White	Shure		\$ 196.00	5	\$ 980.00	5	\$ 980.00	
			\$ -		\$ -		\$ -	
HDMI TX/RX Kit - In-Room	Aurora		\$ 1,648.00	2	\$ 3,296.00	2	\$ 3,296.00	
HDMI 1x2 Splitter	J-Tech		\$ 34.99	2	\$ 69.98	2	\$ 69.98	
HDMI 2x1 Switch - Room Control	C2G		\$ 39.99	1	\$ 39.99	1	\$ 39.99	
HDMI 1x4 Splitter - Room TVs	J-Tech		\$ 49.99	1	\$ 49.99	1	\$ 49.99	
SDI Audio Embedder - Stream Audio	Blackmagic		\$ 195.00	1	\$ 195.00	1	\$ 195.00	
			\$ -		\$ -		\$ -	
65" TV	Vizio		\$ 549.99	2	\$ 1,099.98	2	\$ 1,099.98	
TV Tilt Mounts - Full Motion	Chief		\$ 750.00	2	\$ 1,500.00	2	\$ 1,500.00	
			\$ -		\$ -		\$ -	
SDI Cabling	PSA		\$ 85.00	1.5	\$ 127.50	1.5	\$ 127.50	
Cat Cabling	PSA		\$ 75.00	1	\$ 75.00	1	\$ 75.00	
Speaker Cabling	PSA		\$ 85.00	1.7	\$ 144.50	1.7	\$ 144.50	
Wallplates/Inserts/terminations	PSA		\$ 135.00	1	\$ 135.00	1	\$ 135.00	
			\$ -		\$ -		\$ -	
			\$ -		\$ -		\$ -	
			\$ -		\$ -		\$ -	

			\$ -		\$ -		\$ -	
Wall Plate Music Inputs - 3.5mm, RCA	Pro Co		\$ 173.50	1	\$ 173.50	1	\$ 173.50	
Bluetooth Music Input	Attero Tech		\$ 550.00		\$ -	1	\$ 550.00	
			\$ -		\$ -		\$ -	
HDMI Cabling - 10'	Monoprice		\$ 15.99	8	\$ 127.92	8	\$ 127.92	
HDMI Cabling - 6'	Monoprice		\$ 11.99	2	\$ 23.98	2	\$ 23.98	
HDMI Cabling - 3' (Multiview)	Monoprice		\$ 8.99	1	\$ 8.99	1	\$ 8.99	
			\$ -		\$ -		\$ -	
			\$ -		\$ -		\$ -	
			\$ -		\$ -		\$ -	
			\$ -		\$ -		\$ -	
			\$ -		\$ -		\$ -	

FINAL SUMMARY

Budget Summary

Cost Summary	Description - Basic		Description - Full
Audio-Visual Component Cost	\$21,669.32		\$22,868.32
Rigging Hardware	\$20.00		\$20.00
Labor;Shipping, Travel, Installation, Programming, Training	\$7,750.40		\$7,932.00
Totals	\$29,439.72		\$30,820.32

ALL COSTS CONTAINED WITHIN THIS QUOTE ARE CONFIDENTIAL AND ARE INTENDED ONLY FOR THE DIRECT RECIPIENT. QUOTE VALID FOR 30 DAYS.

Option Notes



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

(847) 847-4604 Direct

(847) 847-4604 Fax



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.



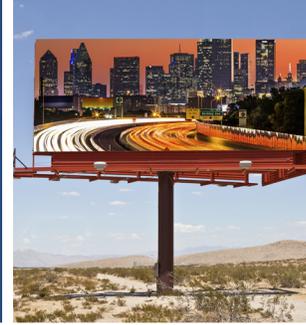
"I sold my cellular lease to Landmark Dividend. They were professional and did an excellent job of explaining the details. They also have a great streamlined process for closing the transaction. I used the cash proceeds to make real estate improvements on my property."

– 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



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

(847) 847-4604 Direct

(847) 847-4604 Fax



landmarkdividend.com



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
3928
816311
I

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

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.

LESSEE:

Crown Communication Inc.,
a Delaware corporation

By: _____ (SEAL)

Print Name: Barbara Howard

Title: RET 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.

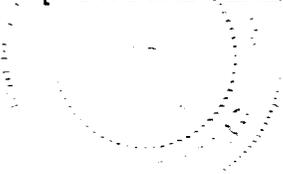
WITNESS my hand and official seal this 30th day of January, 2001.

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
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 31st day of January, 2001.


Notary Public

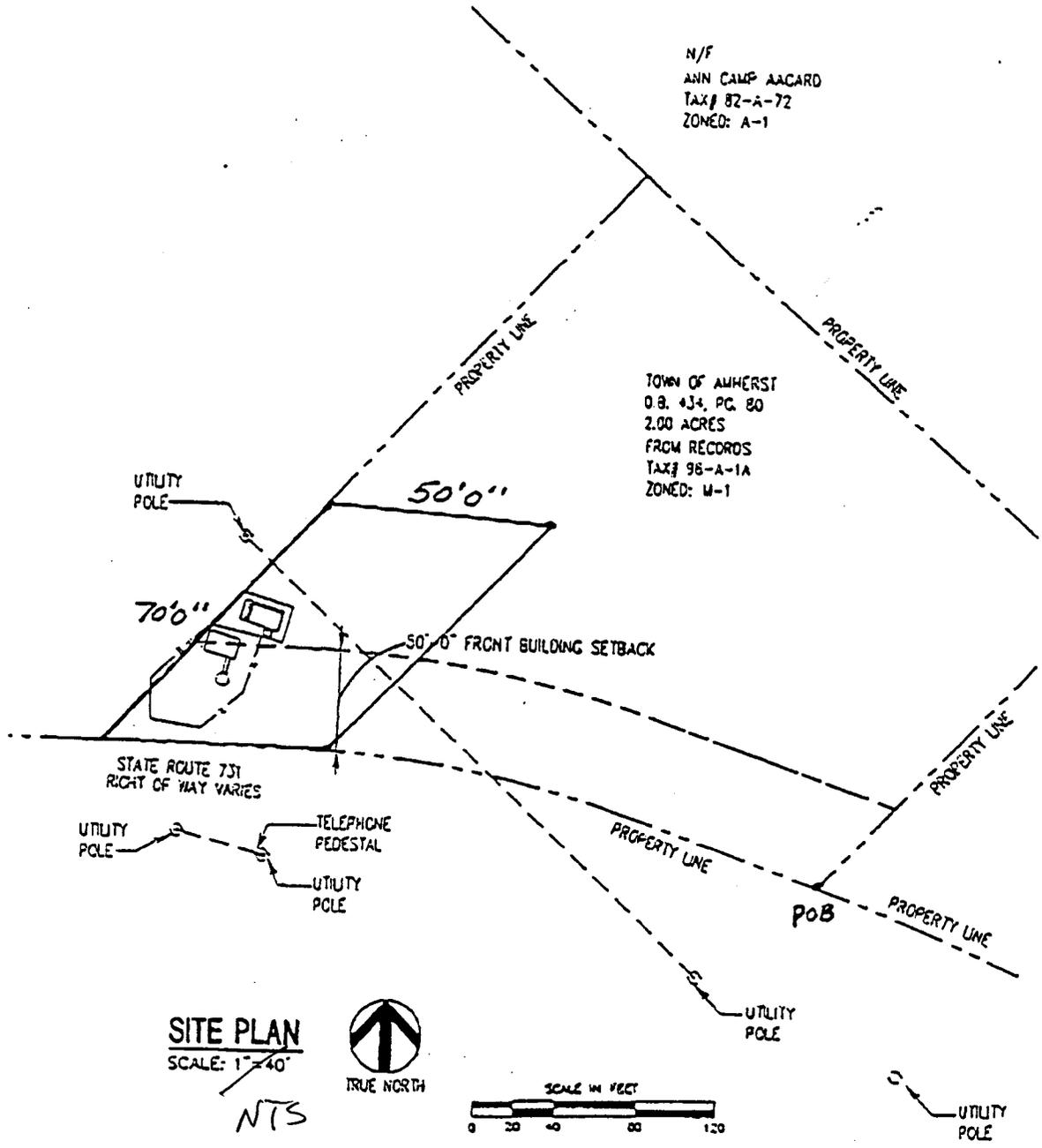
My Commission Expires:

March 31, 2002

I was originally commissioned as Patricia A. Grisham

[NOTARIAL SEAL/STAMP]

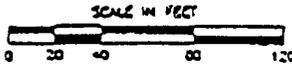
SCHEDULE I



N/F
ANN CAMP AAGARD
TAX# 82-A-72
ZONED: A-1

TOWN OF AMHERST
O.B. #34, PG. 80
2.00 ACRES
FROM RECORDS
TAX# 98-A-1A
ZONED: M-1

SITE PLAN
SCALE: 1"=40'



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 CFWW/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 14TH 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 7th 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 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