

AMHERST TOWN COUNCIL

AGENDA

Wednesday, July 13, 2022

Meeting at 7:00 p.m.

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

REVISED

- 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. (Pgs. 1-10)-** *Draft of the June 9, 2022 meeting minutes are **attached**. Please let Vicki Hunt know of any concerns by Wednesday morning such that any needed corrections can be presented at the meeting.*
- G. Correspondence and Reports**
- 1. Staff Reports (Pgs. 11-19)**
1. Town Manager Monthly Report - **attached**
 2. Police Chief Monthly Report - **attached**
 3. Office Manager Monthly Report - **attached**
 4. Clerk of Council Monthly Report- **attached**
 5. Public Works Monthly Reports- **attached**
- 2. Council Committee Reports**
1. Finance Committee – *Mrs. Carton*
 2. Utilities Committee – *Mr. Watts*
- 3. Other Reports (Pgs. 20-27)**
1. Planning Commission- *met July 6, 2022, minutes attached*
 2. Economic Development Authority- *met July 5, 2022, minutes attached*
 3. Board of Zoning Appeals
 4. Property Maintenance Investigation Board

H. Discussion Items

- 1. Adopt the Zoning Ordinance (Pgs. 28-29)-** Sara McGuffin- *The Town Council held a public hearing on the recodified Zoning Ordinance at last month's meeting and requested one change for the definition of Central Business District. The change is noted in a memo, and staff requests that the Council adopt the Ordinance.*
- 2. Award Bid for Centrifuge Equipment (Pgs. 30-46)-** Sara McGuffin- *Mr. White held a bid opening for the Wastewater Treatment Plant sludge dewaterer equipment. There were two responsive bids, and Mr. White recommends awarding the bid of \$218,988 to Alfa Laval. This bid came in at a lower value than expected, however, construction prices are going up. Mr. White recommends proceeding with this purchase and bidding out the construction as soon as possible, with a rebid in six months, if necessary. It is possible that with the inflationary pressure on construction that the total price of the project could exceed the proposed budget, but this first portion is below the expected amount.*
- 3. Adopt VAcorp Resolution (Pg. 47)-** Sara McGuffin- *For the new fiscal year, the Town is switching its insurance coverage to a new provider. In order to complete our transition, the Town is required to adopt a resolution of Council approving the insurance program.*
- 4. Loud Exhaust Noise Ordinance (Pgs. 48-51)-** Eric Lansing- *Starting July 1, 2022, there is a local option to adopt an ordinance to address loud exhaust systems. Mr. Lansing has drafted a proposal to be considered by the Council. He will be working with the Police Department and Commonwealth's Attorney's office to ensure that the proposal will be enforceable.*
- 5. Recommendation from Property Maintenance Investigation Board for Building Demolition-** Eric Lansing- *The Property Maintenance Investigation Board has declared 172 Depot Street to be neglected and recommends that it be demolished. Mr. Lansing will review the process with the Council and determine if the Council would like to proceed with requiring that the building be demolished.*
- 6. Request for Alley Abandonment-** Eric Lansing- *The Town has received a request to have an alley abandoned next to Mt. Olive Church. Mr. Lansing will review the process to determine if the Council would like to proceed.*
- 7. Appointments (Pg. 52)-** Sara McGuffin- *There are currently two slots open on existing boards. The Town has received an application from Shannan Carter for a spot on the Board of Zoning Appeals. There is a need for an appointment to the Board of Zoning Appeals and the Economic Development Authority.*

I. Matters from Staff

J. Matters from Town Council

K. Citizen Comments

- L. Closed Session-** Pursuant to §2.2-3711A 3 and 2.2-3711A 8 of the Code of Virginia, for Town Council to convene in closed session for discussion of the disposition of real property and for consultation regarding specific legal matters. Specifically, the Town Council will receive updates from the Town's legal counsel relating to procedures and advice for discussion items 5 and 6 on the Council's agenda.

M. Adjournment

Mayor D. Dwayne Tuggle called a regular monthly meeting of the Amherst Town Council to order on June 8, 2022, at 7:00 P.M. in the Council Chambers of the Town Hall at 174 S. Main Street.

It was noted that a quorum was present as follows:

P	D. Dwayne Tuggle	P	Sharon W. Turner
P	Rachel A. Carton	P	Janice N. Wheaton
P	Kenneth S. Watts	P	Andra Higginbotham

Also present were the following staff members:

Sara E. McGuffin	Town Manager - Remote	Charles Thompson	Utilities Maintenance Foreman
Vicki K. Hunt	Clerk of Council	Robert Shiflett	Chief of Police
Eric Lansing	Town Attorney	Brandon Payne	Police Captain
Tracie Morgan	Office Manager - Remote	Gary Williams	Director of Plants

Recitation of the Pledge of Allegiance to the Flag was followed by an invocation by Charles Thompson.

Town Manager McGuffin gave a brief report on a proposal to grant the Virginia Department of Transportation an unrestricted right of way of forty feet along town owned property for the purpose of allowing the construction and maintenance of a road, commonly known as Lynchburg Road.

Mayor Tuggle opened a duly advertised public hearing at 7:03 P.M. on the proposal to grant the Virginia Department of Transportation an unrestricted right of way of forty feet along town owned property, that would, if approved allow the construction and maintenance of a road, commonly known as Lynchburg Road.

There being no one present in person or otherwise who wished to speak on the proposal to grant the Virginia Department of Transportation an unrestricted right of way of forty feet along town owned property for the purpose of allowing the construction and maintenance of a road, commonly known as Lynchburg Road, the public hearing closed at 7:03 P.M.

Mr. Watts made a motion that was seconded by Ms. Turner to approve the proposal and adopt the Resolution granting the Virginia Department of Transportation an unrestricted right of way of 40 feet along town owned property for the purpose of allowing the construction and maintenance of a road, commonly known as Lynchburg Road, pursuant to Sec. 33.2-339 of the Code of Virginia, as recommended by staff.

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

D. Dwayne Tuggle		Sharon W. Turner	Aye
Rachel A. Carton	Aye	Janice N. Wheaton	Aye
Kenneth S. Watts	Aye	Andra Higginbotham	Aye

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

Town Manager McGuffin gave a brief report on a proposed amended 2021/22 budget to adjust the aggregate amount to be appropriated during the current fiscal year exceeding one percent of the total

expenditures shown in the current 2021/22 budget, pursuant to §15.2-2507 of the Code. The proposed amended budget accounts for receipt of a grant for police cameras and Cares Act funds and appropriates expenditure of the funds.

Mayor Tuggle opened a duly advertised public hearing at 7:06 p.m. on the proposed amendment of the 2021/22 budget, that would, if approved, account for receipt of a grant for police cameras and Cares Act funds, and appropriate expenditure of the funds.

There being no one present in person or otherwise who wished to speak on the proposed amendment of the 2021/22 budget, the public hearing closed at 7:06 P.M.

Ms. Carton made a motion that was seconded by Mr. Higginbotham to approve the amended 2021/22 as recommended by staff.

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

D. Dwayne Tuggle		Sharon W. Turner	Aye
Rachel A. Carton	Aye	Janice N. Wheaton	Aye
Kenneth S. Watts	Aye	Andra Higginbotham	Aye

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

Town Manager McGuffin gave a report on the proposed recodified Town of Amherst Zoning and Subdivision ordinances as recommended by the Planning Commission on June 1, 2022, and by staff.

Town Manager McGuffin gave a brief report on the recodification of the Amherst Town Code the purpose of which was to reorganize, reword, and renumber and clarify various provisions and references throughout the Subdivision and Zoning Ordinance; redefine the terms “cemetery,” “childcare center,” “family,” “highway, primary,” “highway, secondary,” “nonconforming lot,” “nursing home,” “public water system,” and “residential facility”; create definitions for “craft brewery,” “craft distillery,” “mixed use development,” “short term rental,” “town development area,” and “urban development area”; provide that nonconforming leases for oil and gas exploration shall comply with all other applicable state laws and rules; provide that a landowner’s rights shall be deemed vested when the landowner relies in good faith on certain decisions by the zoning administrator; provide for the loss of nonconforming zoning status after discontinuance of two years, or when the nonconformity is enlarged; establish provisions for acquiring lawful nonconformity after obtaining a building permit, payment of taxes for the building or structure for more than 15 years, and other related criteria; require the rebuilding of nonconforming buildings destroyed by acts of God within two years; provide for the replacement of on-site sewage systems for nonconforming structures where otherwise not permitted; provide for the replacement of comparable nonconforming manufactured homes; provide that certain incidental, unobjectionable agriculture under five acres is permitted without a zoning permit in any district that allows residential uses; provide, generally, that no new use shall be commenced without a zoning certificate for that use; amend requirements on how signage must be placed to give notice of certain zoning actions; repeal provisions requiring signage to be posted up to once every 500 feet to notify of certain zoning actions; provide for conditional zoning to require a guarantee or contract for improvements to be completed; provide for appeals from decisions of the zoning

administrator; repeal the prohibition on reconsideration of a petition for a zoning change within twelve months; provide for changes to proffered conditions; providing for administrative fees as adopted by the Town Council; providing for site plan review by the planning commission; establish information required on the map of a proposed development for site plan review; provide that uses not permitted are prohibited; provide for civil penalties and revise the provisions for criminal penalties for violations of the zoning ordinance; provide for appeals from decisions of the board of zoning appeals; revise the description of the intent and characteristics of the Central Business District and General Commercial District; provide for certain helipads as a special use for the B-3 and M-1 district; provide for short-term lodging as a special use in the CBD, B-1 and B-2; provide that adult oriented entertainment that may include alcohol or gambling, (e.g., pool halls, dance halls, or electronic skills games halls are permitted uses in the CBD and B2 districts; provide that family-oriented indoor recreation uses with no alcohol or gambling (e.g., bowling alleys, roller skating, ice-skating, game, pinball, or other electronic game centers) are permitted uses in the B-1, CBD, and B-2 districts, and are special uses in the T-1 district; provide that outdoor entertainment (e.g., golf driving ranges or other sports related entertainment) is a special use in the A, B-1, B-2, and T-1 districts; provide that kennels are a special use in the A-1 district; provide that farmers' markets are a permitted use in the CBD and B-2 districts, and are a special use in the T-1 and B-1 districts; require compliance, in the E-1 district, with all laws and rules applicable to oil and gas exploration, extraction, and production; revise the maximum density requirements for multifamily dwellings, townhouses, and condominiums within a planned unit development (PUD); revise the minimum frontage for single-family dwellings and townhouses for PUDs; repeal the requirement for parking lots, streets, and roadways in multifamily developments to comply with Department of Transportation standards; repeal the requirement that all units in a multifamily development be connected to water and sewerage systems approved by the Health Department and that they shall be open to inspection; repeal regulations regarding site storm drainage for multifamily developments; provide that, in the Central Business District, there shall be no requirement for common open space in multifamily developments, and no special yard requirements for townhouses lots; increase the width of paved common walks to at least five feet for townhouse developments; provide that certain confined livestock facilities shall not be permitted in any mixed use district, but repeal such requirement with respect to commercial districts; provide that certain manufactured houses are permitted in the A-1 district; provide for certain residential facilities for certain disabled, aged, or infirmed individuals, and certain family day homes, to be deemed single-family residences; provide for certain temporary family health care structures to be considered an accessory use in any single-family residential zoning district; revise provisions for property owners to submit a parking master plan in lieu of the general off-street parking requirements; permit such plan to be considered by the planning commission rather than by special use permit; revise the regulations regarding wireless telecommunications facilities; provide for certain wireless telecommunications facilities, including certain small cell facilities and certain wireless facilities under 50 feet, to become permitted zoning uses; eliminate or revise setbacks for wireless communications facilities; repeal certain requirements for a bond or other guarantee for landscaping; establish timeframes and procedures for review, approval, and recordation of a plat or plan; revise requirements for performance bonds and other financial requirements for dedication of a right-of-way for public use; revise requirements for release of bonds and other performance guarantees from subdividers or developers; change the methods by which a plat may be vacated, relocated, or altered; repeal certain requirements regarding the design of subdivision streets, and require instead that the design and installation of streets shall conform to VDOT standards; repeal certain regulations of block lengths, widths, and space; require the conveyance of common or shared easements for cable television,

gas, telephone, and electric service to a proposed subdivision; and replace references to various provisions in the Code of Virginia with references to their successor statutes, as recommended by the Planning Commission on June 1, 2022, and by staff.

Mayor Tuggle opened a duly advertised public hearing at 7:12 p.m., on the proposed recodified Town of Amherst Zoning and Subdivision ordinances.

There being no one present in person or otherwise who wished to speak on the proposed recodified Town of Zoning and Subdivision ordinances, the public hearing closed at 7:12 P.M.

The matter was deferred to the July 13, 2022, Town Council meeting.

Town Attorney Lansing gave a brief report on a proposed amendment to Chapter 20, Article 1, Sec. 20-8 – Operation of bicycles on certain sidewalks, which would, if approved, change the penalty for each violation from criminal to civil; and Sec. 20-9. - Operation of skateboards on certain sidewalks, which would, if approved, restrict riding of skateboards in the Central Business District only and change the penalty for each violation from criminal to civil; and on a proposed amendment to Chapter 20, Article 1, of the Town of Amherst Code, creating a new Sec. 20-10. – Bicycles and skateboards to yield to pedestrians on sidewalks. The proposed new section would, if approved, require skateboarders and bicyclists to yield to pedestrians, prohibit them from impeding a business or public building, and prohibit the use of sidewalks for tricks or stunts. The proposed new section would also provide related violations, definitions, and penalties.

Mayor Tuggle opened a duly advertised public hearing at 7:18 P.M. on a proposed amendment to Chapter 20, Article 1, Sec. 20-8 – Operation of bicycles on certain sidewalks, which would, if approved, change the penalty for each violation from criminal to civil; and Sec. 20-9. - Operation of skateboards on certain sidewalks, which would, if approved restrict riding of skateboards in the Central Business District only and change the penalty for each violation from criminal to civil.

There being no one present in person or otherwise who wished to speak on a proposed amendment to Chapter 20, Article 1, Sec. 20-8 – Operation of bicycles on certain sidewalks; and Sec. 20-9. - Operation of skateboards on certain sidewalks, the public hearing closed at 7:19 PM.

Mayor Tuggle opened a duly advertised public hearing at 7:19 P.M. on a proposed amendment to Chapter 20, Article 1, of the Town of Amherst Code, creating a new Sec. 20-10. – Bicycles and skateboards to yield to pedestrians on sidewalks that would, if approved, require skateboarders and bicyclists to yield to pedestrians, prohibit them from impeding a business or public building, prohibit the use of sidewalks for tricks or stunts, and provide related violations, definitions, and penalties.

Holden Chase, Amherst, VA, came forward in opposition of a prohibition on skateboards.

Sharon Massie, Amherst, VA, came forward in favor of a prohibition on skateboards.

Glenda Hash, Amherst, VA, came forward in favor of bicycles and skateboards yielding to pedestrians.

Angela Sundaramorthy, Amherst, VA, came forward in opposition to a prohibition of bicycles and skateboards and in favor of bicycles and skateboards yielding to pedestrians.

Rachel Thompson, Amherst, VA, came forward in favor of prohibiting skateboards in the Central Business District.

Doug Thompson, Amherst, VA, came forward in favor of prohibiting skateboards in the Central Business District.

Christian Butcher, Amherst, VA, came forward in opposition of a prohibition on skateboards.

Tim Ware, Amherst, VA, came forward in opposition of a prohibition on bicycles and skateboards.

Sam Soghor, Amherst, VA, came forward in favor of amending the ordinances to comply with state code only.

Lucas Butcher, Amherst, VA, came forward in opposition to a prohibition on bicycles and skateboards.

There being no one else present in person or otherwise who wished to speak on the proposed amendment to Chapter 20, Article 1, of the Town of Amherst Code, creating a new Sec. 20-10. – Bicycles and skateboards to yield to pedestrians on sidewalks, the public hearing closed at 7:48 P.M.

Ms. Turner made a motion that was seconded by Mr. Watts to adopt the proposed amendment to Chapter 20, Article 1, Sec. 20-8 – Operation of bicycles on certain sidewalks, changing the penalty for each violation from criminal to civil; and Sec. 20-9. - Operation of skateboards on certain sidewalks, restricting riding of skateboards in the Central Business District only and changing the penalty for each violation from criminal to civil.

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

D. Dwayne Tuggle		Sharon W. Turner	Aye
Rachel A. Carton	Nay	Janice N. Wheaton	Nay
Kenneth S. Watts	Nay	Andra Higginbotham	Nay

Mr. Watts made a motion that was seconded by Mr. Higginbotham to adopt the proposed amendment to Chapter 20, Article 1, of the Town of Amherst Code, creating a new Sec. 20-10. – Bicycles and skateboards to yield to pedestrians on sidewalks, requiring skateboarders and bicyclists to yield to pedestrians, prohibit them from impeding a business or public building, prohibit the use of sidewalks for tricks or stunts, and providing related violations, definitions, and penalties.

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

D. Dwayne Tuggle		Sharon W. Turner	Nay
Rachel A. Carton	Aye	Janice N. Wheaton	Aye
Kenneth S. Watts	Aye	Andra Higginbotham	Aye

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

Mayor Tuggle opened the floor for citizen comment.

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

Ms. Turner made a motion that was seconded by Mr. Watts to approve the Minutes of the meeting held on May 11, 2022.

There being no discussion, the motion as to the May 11, 2022, minutes carried 5-0 via the roll call method as follows:

D. Dwayne Tuggle		Sharon W. Turner	Aye
Rachel A. Carton	Aye	Janice N. Wheaton	Aye
Kenneth S. Watts	Aye	Andra Higginbotham	Aye

Town Manager McGuffin gave a report on a permit approved by the Amherst County Board of Supervisors for special events venue, wedding venue, short term rentals, and hunting and fishing retreat at Kenmore Farm, just outside of Town limits on Kenmore Road, and how it might impact to the Town's water system and the surrounding community.

Mr. Watts made a motion that was seconded by Mr. Higginbotham to authorize staff to proceed with an appeal to the Amherst County Board of Zoning Appeals of the County's approval of the permit for special events venue, wedding venue, short term rentals, and hunting and fishing retreat at Kenmore Farm, as recommended by staff.

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

D. Dwayne Tuggle		Sharon W. Turner	Aye
Rachel A. Carton	Aye	Janice N. Wheaton	Aye
Kenneth S. Watts	Aye	Andra Higginbotham	Aye

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

There being no further business, the meeting adjourned at 8:27 P.M., until July 13, 2022, at 7:00 p.m., on motion of Ms. Carton seconded by Mr. Watts.

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

D. Dwayne Tuggle		Sharon W. Turner	Aye
Rachel A. Carton	Aye	Janice N. Wheaton	Aye
Kenneth S. Watts	Aye	Andra Higginbotham	Aye

D. Dwayne Tuggle, Mayor

Attest: _____
Clerk of Council

§33.2-339 – Town Addition to Secondary Route
Extension of Lynchburg Road (Route 1125)

RESOLUTION

WHEREAS, the Town of Amherst has authority pursuant to §33.2-339, *Code of Virginia*, to request the addition of mileage to the Secondary System of State Highways as long as all proposed mileage conforms to specific Virginia Department of Transportation (VDOT) requirements addressing widths of right-of-way and not exceeding the 0.25 mile limitation of maximum allowable new Secondary System mileage per VDOT fiscal year.

WHEREAS, the Town of Amherst and the Virginia Department of Transportation have entered into an agreement on the 23rd day of May, 2022 for stormwater detention for Lynchburg Road, which applies to this request for addition.

NOW THEREFORE BE IT RESOLVED, the Town Council of the Town of Amherst requests the Virginia Department of Transportation to add the segment(s) described on the attached Form AM-4.3 to the Secondary System of State Highways.


BE IT FURTHER RESOLVED, the Town Council of the Town of Amherst does guarantee to the Commonwealth of Virginia a clear and unrestricted right-of-way of 40 feet, as required by VDOT Secondary Highway System policy and including all necessary easements for cuts, fills and drainage structures for the segment(s) requested to be added.

This Resolution was adopted by the Town Council of the Town of Amherst on the 8th day of June, 2022.



Mayor D. Dwayne Tuggle

ATTEST:



Clerk of Council

AN ORDINANCE TO ESTABLISH THE BUDGET FOR THE TOWN OF AMHERST, VIRGINIA FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022 MAKING REVENUE ESTIMATES AND APPROPRIATIONS FOR SAME.

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

A. SOURCES OF FUNDS

That for the support of the Town Government and its General Fund, for the tax year beginning on January 1, 2021, all taxes, fees, charges and penalties shall remain as heretofore set out by Ordinance, Resolution or other appropriate action of the Town Council except as the Town Council may establish or amend herein.

B. FUND ACCOUNTING

That the following projected sources and use of funds are hereby approved as the FY22 Town of Amherst budget and approved appropriations for the respective funds.

Estimated Revenues

General Fund	\$1,463,489
Water Fund	\$1,271,188
Sewer Fund	\$942,052
Garbage Fund	\$143,642
IDA Fund	\$83,826

Estimated Expenditures

General Fund	\$1,463,489
Water Fund	\$1,271,188
- Operations	\$841,196
- Debt Service and Capital Projects	\$429,992
Sewer Fund	\$942,052
- Operations	\$644,312
- Debt Service and Reserve	\$297,740
Garbage Fund	\$143,642
IDA Fund	\$83,826

C. CONDITIONS

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

This Ordinance was passed by a vote of the Amherst Town Council on the 8th of June, 2021 and shall become effective immediately.

Mayor _____

Attest:

Clerk of Council _____

MOTION: Kenneth S. Watts

SECOND: Andra Higginbotham



June 8, 2022
Regular Meeting
Ord. No. 220608B

ORDINANCE OF THE TOWN OF AMHERST

AN ORDINANCE AMENDING THE CODE OF THE TOWN OF AMHERST, VIRGINIA, CHAPTER 20 (TRAFFIC AND VEHICLES), ARTICLE I (IN GENERAL), BY CREATING THEREIN § 20-10 (“BICYCLES AND SKATEBOARDS TO YIELD TO PEDESTRIANS ON SIDEWALKS”), TO REQUIRE SKATEBOARDERS AND BICYCLISTS TO YIELD TO PEDESTRIANS, PROHIBIT THEM FROM IMPEDING A BUSINESS OR PUBLIC BUILDING, PROHIBIT THE USE OF SIDEWALKS FOR TRICKS OR STUNTS, AND PROVIDE RELATED VIOLATIONS, DEFINITIONS, AND PENALTIES.

WHEREAS, §§ 15.2-1427 and 15.2-1433 of the Code of Virginia, 1950 enables a local governing body to adopt, amend and codify ordinances or portions thereof;

WHEREAS, § 7.01 of the Town Charter empowers the Town Council to “maintain, and clear . . . sidewalks . . . and to regulate the use of all such highways . . . and works”; “to prevent the obstruction of such streets, alleys and highways . . . and to do all other things whatsoever adapted to make the streets and highways safe, convenient and attractive”; § 9.01(1) of the Town Charter empowers the Town Council to “prevent all things detrimental to the . . . safety, convenience and welfare of the inhabitants of the town”; and § 9.01(17) of the Town Charter empowers the Town Council to “pass and enforce all . . . ordinances which it may deem necessary for the good order and government of the town . . . , and to do such other things and pass such other laws as may be necessary or proper to carry into full effect all powers . . . [of the] town”;

WHEREAS, the Town Council expresses concern over a tendency to use skateboards on sidewalks for tricks and stunts rather for a legitimate transportation function, and in a manner that impedes or endangers pedestrians, or disrupts business; and

WHEREAS, on June 8, 2022, a public hearing was held on this matter, and all of those wishing to speak on this topic were heard;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF AMHERST, that Chapter 20 (Traffic and Vehicles), Article I (In General) of the Amherst Town Code is hereby amended to enact a new section, § 20-10, as follows:

Sec. 20-10. – Bicycles and skateboards to yield to pedestrians on sidewalks.

- A. A person riding a bicycle or skateboard on a sidewalk or across a roadway on a crosswalk shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing any pedestrian.

- B. No person riding a skateboard on a sidewalk shall thereby (1) interfere with a business conducting its trade, (2) interfere with access to or egress from any building open to the public (including but not limited to any business, office, school, government building, place of worship, or assembly hall), or (3) use a sidewalk for tricks or stunts without the purpose of transportation.
- C. “Interfere,” for purposes of Subsection B, shall mean to hinder, delay, or obstruct. Factors for determining interference include (1) the extent and duration of the skateboarder’s presence in front of a business or building; (2) whether the skateboarder was traveling to a fixed location, or going back and forth in front of the business or building; (3) whether the skateboarder was asked to leave by any owner, shopkeeper, patron, member, staff person, or other individual having a legitimate interest in the business, building, or its affairs; (4) the extent of hazard or difficulty imposed by the skateboarder on any individual trying to patronize or support the business or building; and (5) the speed of the skateboard and its proximity to any individual, vehicles, windows, or other damageable property in its path.
- D. Each violation of this Section shall be punishable by a civil penalty of not more than \$50.

The foregoing Ordinance was adopted on the 8th day of June, 2022.

D. Dwayne Tuggle, Mayor

ATTEST:

Clerk of Council

Town Manager's Report
July 13, 2022
Status of all items shown in italics

From the Council's Strategic Plan:

Ongoing or immediate

- Discuss Brockman Park development with IDA- *Mini-retreat with IDA on 8.24*
- Advise the IDA about Council's interest in exploring an EDA- *Completed 5.3.21*
- Review the previously developed walkability plan- *Completed 4.15.21*
- Town Manager meet with the County Administrator and brief him on Council's desire to improve relationships with the County- *Completed*

Within three (3) months – by June 1, 2021

- Develop a sidewalk plan in priority blocks downtown- *Additional planning to be completed through Comprehensive Plan and continued grant work.*
- Mayor and Chair of Amherst County Board of Supervisors meeting
- Develop a business visitation plan and commence visits- *All businesses have been visited or had multiple attempts made.*
- Develop a plan for a new Council table/dais, including the layout and components, get price quotes, and report back to Council- *Clerk is reviewing options for construction of a workstation for her at the meetings.*

Within six (6) months – by September 1, 2021

- Bring to Council a plan for a pathway forward for the IDA to become an EDA- *Completed.*
- Convene a joint Town Council/IDA meeting *Held July 6, 2021*
- Explore creating a façade improvement program, with incentives
- Joint Town Council/Board of Supervisors meeting
- Explore the (additional) resources necessary to implement the workplan and report back to Council

By January 1, 2022

- Negotiate and approve a revised utility agreement with Sweet Briar College- *Completed.*

Within one year – by March 1, 2022

- Develop a workplan for the IDA/EDA with goals- *In process.*
- Comprehensive Plan update, including a Downtown Revitalization Component, *In process. Survey is now open to the public.*

Within two (2) years – by March 1, 2023

- Complete initial visitation of town businesses- *Completed.*

- Adopt a revised Comprehensive Plan- *Anticipated completion by Fall, 2022. The citizen engagement survey is now up and all utilities customers are being mailed an invitation to participate as well as having the information on our Facebook page and website.*

Other Major Projects:

Sewer Sliplining Project

Wastewater Treatment Plant improvements are complete. On the collection side of the project, we have worked with the contractor on a plan of action for the remaining work. USDA has approved pipe bursting and working to get a completion schedule.

Water Treatment Plant

The project is proceeding well, although there are time delays due to supply chain issues and a pandemic related shutdown.

Brockman Park Engineering Work

Survey and delineation work is complete, and 50% grading plans are complete. Stormwater plans and other regulatory items have been submitted to the state for approval.

Standalone Generator at Waugh's Ferry Water Tank

Site work has begun on this project and the generator structure is going in.

Centrifuge Facility (Sludge Dewaterer)

Bids will be opened on this equipment on June 10, 2022. Staff recommends awarding the bid for the equipment. The construction design drawings are 90% complete and staff requests that we go to bid for the construction portion of the project once these are completed.



June 2022 Monthly Report. Mileage: 4914 Total Calls: 262

CALLS FOR SERVICE	NUMBER
MOTORIST ASSIST	27
ALARM	15
PHONE COMPLAINT	230
BOLO	4
MISSING PERSON	1
SHOPLIFTING	1
PROBLEM WITH OTHERS	20
DOMESTIC	2
CHECK WELFARE	4
NOISE OR DOG COMPLAINT	1
TRAFFIC CRASH	6
EMS CALLS	4
SUDDEN DEATH	2
SUSPICIOUS PERSON	9
OTHER	37
CALLS AT AMBRIAR	3

OTHER	NUMBER
ASSIST OTHER OFFICER	34
ASSIST OTHER AGENCY	22
COURT	5
REPORTS	39
SCHOOL / TRAINING	5
MEETINGS	23
TOWED / IMPOUNDED VEH	1

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

OFFICER INITIATED	NUMBER
BUILDING CHECKS	216
BUSINESS VISIT	107
BUILDING SEARCH	5
TRAFFIC SUMMONS	47
DRUNK IN PUBLIC	
EXTRA PATROLS/PARKS	250/47
WARRANT SERVICE	14
PROPERTY WALK AROUNDS	110
WARRANTS OBTAINED	7
PARKING TICKETS	
MISD. INVESTIGATION	6
FELONY INVESTIGATION	22
NARCOTICS INV.	1
SEARCH WARRANT	3
PUBLIC RELATIONS	18
CITIZEN CONTACT	409

TRAFFIC STOPS TICKETED	NUMBER
SPEEDING	15
EQUIPMENT VIOLATION	
RECKLESS DRIVING	2
SUSPENDED LICENSE	
INSPECTION/REGISTRATION	24
SEAT BELT / TEXTING	
ALL OTHER VIOLATIONS	6

ARREST	NUMBER
MISDEMEANOR	7
FELONY	7
EPO/PPO	3
ECO	
NARCOTICS VIOLATION	
DUI / DUID	



MONTH OF June ACTIVITIES:

Amherst Elementary School visits: 3
Central Elementary School visits: 2
6/2/22 – search warrant conducted at 132 Shanes Lane for Amherst cemetery case
6/4/22 assisted LPD and VSP with search warrant on subject in Newington Drive
6/6/22 Captain Payne and Officer Banton rifle qualification
6/7/22 Parade meeting with town staff
6/8/22 Chief Shiflett and Captain Payne attended town council meeting
6/10/22 Officer Rose attended K9 training with Sheriff's Office
6/11/22 Chief called out for car accident with building
6/13/22 Officer Hubbard rifle/pistol qualification
6/21/22 Officer Rose attended K9 training with Sheriff's Office
6/23/22 Chief Shiflett and Captain Payne attended RASAC meeting
6/23/22 Chief Shiflett and Captain Payne met with recent high school graduates at visitors center
for career development conference
6/23/22 Chief Shiflett attended Horizon Behavioral Health conference
6/24/22 All Employee Evaluations completed
6/25/22 First Responder Parade and fireworks
6/27-6/30/22 Officer Rose attended Less Lethal Instructor Recertification school
6/28/22 Investigator Watts taught crime scene investigation at Camp Leo at ACHS
6/28/22 Chief Shiflett and Captain Payne met with Attorney General's Community Liaison
Officer
6/29/22 Chief Shiflett spoke at Camp Leo
6/30/22 Captain Payne spoke at Camp Leo
6/30/22 Officer Martin interviewed by WSET in reference to cemetery case
Officer Martin completed 4 hours of in-service training
Reserve Officer Hours: 15

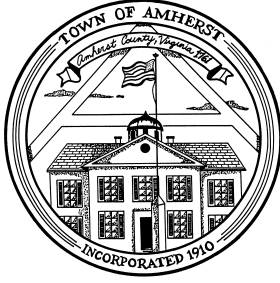


AFTER HOURS CALLS

6/7/22 Alarm 200 Richmond Hwy Building secure
6/10/22 Traffic Crash 60/Taylor St Non-reportable
6/12/22 Welfare Check 473 Union Hill phone issue
6/15/22 Prowler 140 Montfair Dr unfounded
6/16/22 Building check Amherst elementary building secure
6/17/22 Suspicious Vehicle Ambriar Plaza No disposition
6/18/22 Alarm 137 Ambriar Plaza Building secure
6/20/22 Suspicious Person 183 Loch Lane unfounded
6/30/22 Problems with others 185 Loch Lane Advice

ASSIST COUNTY CALLS

6/4/22 Suspicious Person 390 Lexington Turnpike GOA
6/16/22 Pursuit from Nelson County 1043 Winton Road Suspect escaped on foot
6/19/22 Traffic Crash 29S/Buffalo Hill blocked traffic
6/23/22 Problems with other 713 Grandmas Hill Road parties separated
6/30/22 Gas drive off 1425 N. Amherst Hwy driver returned to pay



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: July 6, 2022
Re: June 2022 Monthly Report

Utilities – June utility billing total was \$191,980.83.

A/P – The total amount of checks cut for June 2022 bills, including payroll deductions were \$291,241.55.

Meals and Beverage Tax – 15 Businesses paid \$52,267.31 in Meals and Beverage Tax for the month of May 2022.

Audit- We have received draft documents from the auditors, currently they are working on the Single Audit that is required because we have expended federal funds.

Business License – Business License notices and applications were sent out the beginning of March. Applications and payments were due by May 1, 2022 to avoid penalty and interest. Collection efforts will begin in August. We have received \$130,208.16 in License Fees for this fiscal year. That is \$30,208.16 over the anticipated revenue.

**CLERK OF COUNCIL REPORT
JUNE 2022**

COMMITTEE MEETINGS

Planning Commission

Regular Meeting on 06-01-22: Receive and review agenda materials; assemble packet for meeting; distribute and post agenda packet to website; draft minutes for approval; post to Town website.

Town Council

Regular Meeting on 06-08-22: Receive and review agenda materials; assemble packet for meeting; distribute and post agenda packet to website; prepare for and attend meeting; draft minutes for approval; post to Town website.

Property Maintenance Investigation Board

Meeting on 06-06-22: Prepare notice of meeting; receive and review agenda and distribute; attend meeting; draft minutes

Quorums: Confirm meetings with board members

TOWN WEBSITE DESIGN AND CONTENT MANAGEMENT

Administration of website generating and continuously uploading information/documents; revising website pages with latest 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 with links to Town website including, but not limited to:
 - Procedures for Amherst Town Council June meeting
 - Greatest Rural Town in Virginia
 - First Responders Parade
 - Online Payment New Procedures
 - Second Stage Events
 - Juneteenth Holiday Closure
 - Water Conservation Notice
 - Independence Day Holiday Closure and Trash Pickup Change
- Share links to community news and events; Monitor feedback.

FOIA

Receive, review, respond to 5 FOIA requests

FIRST RESPONDER'S PARADE

Attend parade prep meeting on June 7, 2022

Email potential parade participants

Receive parade application forms

BANNERS AND PARADE PERMITS

First Responders Parade: Prepare Permit Application Form for street banner; receive permit.

Prepare Permit Application for parade; receive permit.

Farmers Market: Prepare Permit Application form for street banner; receive permit

OTHER:

- Convert and post audio meeting recording to website
- Prepare legal ads; correspond with News and Advance re publication; post public hearing notices
- Prepare oaths and cover letters to Clerk of Court re reappointments
- Research new website calendar plugins
- Miscellaneous phone calls, correspondence; miscellaneous research.
- Prepare miscellaneous purchase orders.

Town of Amherst Committees as of JUNE 30, 2022

Appointed/Term Expires

TOWN COUNCIL

D. Dwayne Tuggle, Mayor	01/01/19	12/31/22
Rachel A. Carton, Vice	01/01/21	12/31/24
Kenneth S. Watts	01/01/19	12/31/22
Sharon W. Turner	01/01/21	12/31/24
Andra A. Higginbotham	11/11/21	2022 special election (2024 term)
Janice N. Wheaton	11/12/19	12/31/22

PLANNING COMMISSION

June Driskill, Chairperson	05/13/20	06/30/24
Janice N. Wheaton	01/01/21	12/31/22 (TC rep)
William Jones	07/01/19	06/30/23
Nathaniel Holden Case	11/11/21	11/10/25
John Kendrick Vandervelde	07/01/22	06/30/26
Clifford Hart	07/01/19	06/30/23
Anne Webster Day	07/01/22	06/30/26

BOARD OF ZONING APPEALS

June Driskill	11/13/20	08/31/25
Ed Carton	09/01/19	08/31/24
Teresa Tatlock	11/11/21	08/31/26
Marvin Hensley	08/31/17	08/31/22
R.A. "Tony" Robertson	01/13/21	08/31/23

ECONOMIC DEVELOPMENT AUTHORITY

Clifford Hart	07/01/19	08/31/23
Sharon Watts Turner	07/01/22	06/30/26
Aaron H. Mahler	07/01/21	06/30/25
Jacob Bailey	07/01/20	06/30/24
Manly Rucker	07/01/21	06/30/25
Kim Odell Stein	07/11/18	06/30/22
Richard Wydner	07/01/19	06/30/23

PROPERTY MAINTENANCE INVESTIGATION BOARD

C. Manly Rucker, III	05/13/20	06/30/24
Bessie H. Kirkwood	07/01/22	06/30/26
Glenda Hash	05/13/20	06/30/24

CENTRAL VIRGINIA PLANNING COMMISSION/MPO

D. Dwayne Tuggle	01/01/21	12/31/22
Sara Carter	01/01/21	12/31/22

Appointed/Term Expires

CENTRAL VIRGINIA TRANSPORTATION COUNCIL (MPO)

D. Dwayne Tuggle	01/01/21	12/31/22
Sara E. Carter	01/01/21	12/31/22

TOWN/SWEET BRIAR SEWER USE ADVISORY COMMISSION

Andra Higginbotham	01/01/22	12/31/22
Kenneth S. Watts	01/01/21	12/31/22

TOWN COUNCIL COMMITTEES (FOR THE 01/01/21-12/31/22 TERM)

FINANCE COMMITTEE

Rachel A. Carton (Chairman) and Sharon W. Turner

- Monitor the budget development process.
- Review accounting procedures, budgets, and bookkeeping activities.
- Interface with auditors.

UTILITIES COMMITTEE

Kenneth S. Watts (Chairman) and Andra A. Higginbotham

- 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.

TOWN HALL MEETING ROOM REHABILITATION AD HOC COMMITTEE

Rachel Carton (Chairman) and Sharon Turner

- Oversee and monitor rehabilitation and refurbishment

Utility/Town Maintenance and Construction Report

Jun-22

Water Meter Read	1150
Water Meter Re-Read	63
Disconnects	18
VA-811 Service locations	34
Vehicle PM Work Orders	20
Pump Station/Plant Work Orders	37
Banners Installed/Dismantled	0
Water Services Installed/Replaced	4
Sewer Services Installed/Replaced	1
Minor Leaks Repaired	3
Major Leaks Repaired	0
Minor Sewer Problems Resolved	7
Major Sewer Problems Resolved	1

Man Hours

Meter Reading	132
Street/Sidewalk Maintenance	319
Safety Training	4
Bush gogging/ Right of way water/ sewer	76
Flushing Water	4
Equipment Maintenance	86
Xmas decorations	0

Major Issues & Comments

Routine/Annual Work

Projects/Unusual Work

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

**Town of Amherst Planning Commission
Minutes
July 6, 2022**

A meeting of the Town of Amherst Planning Commission was called to order by Chairperson June Driskill on July 6, 2022, at 7:00 P.M. in the Council Chambers of Town Hall at 174 S. Main Street.

It was noted that a quorum was present as indicated below:

P	June Driskill	P	Janice N. Wheaton
P	William Jones	P	John Vandervelde
P	Anne Webster Day	A	Nathaniel Holden Chase
P	Clifford Hart		

Town Manager Sara McGuffin in her capacity as Secretary to the Commission, and Vicki K. Hunt, Clerk of Council, were present.

The Chair opened the floor for citizen comments.

There being no one present to speak; no comments were made.

Mr. Jones made a motion that was seconded by Ms. Wheaton to approve the minutes of the June 1, 2022, meeting.

There being no discussion, the motion to approve the June 1, 2022, minutes carried 6-0 according to the following:

June Driskill	Aye	Anne Webster Day	Aye
Janice Wheaton	Aye	John Vandervelde	Aye
William Jones	Aye	Nathaniel Holden Chase	Absent
Clifford Hart	Aye		

After Town Manager McGuffin gave a report on setbacks for accessory structures as set out in Sec. 18.1-901.02 of the Town's Zoning and Subdivision Ordinances, Mr. Jones made a motion that was seconded by Ms. Wheaton to set a public hearing at its next meeting on August 3, 2022, for consideration to amend Section 18.1-902.02 of the Zoning and Subdivision Ordinances, as recommended by Town Council and staff.

After discussion, the motion carried 6-0 according to the following:

June Driskill	Aye	Anne Webster Day	Aye
Janice Wheaton	Aye	John Vandervelde	Aye
William Jones	Aye	Nathaniel Holden Chase	Absent
Clifford Hart	Aye		

There being no further business, the meeting adjourned at 7:30 P.M., until August 3, 2022, at 7:00 p.m., on motion of Mr. Hart seconded by Ms. Wheaton.

The motion carried 6-0 according to the following:

June Driskill	Aye		Anne Webster Day	Aye
Janice Wheaton	Aye		John Vandervelde	Aye
William Jones	Aye		Nathaniel Holden Chase	Absent
Clifford Hart	Aye			

June Driskill, Chairperson

Attest: _____
Secretary

**Town of Amherst
Economic Development Authority**

Chairperson Sharon W. Turner called a meeting of the Town of Amherst Economic Development Authority, formerly Industrial Development Authority, to order on July 5, 2022, at 5:17 p.m. in the Council Chambers of the Town Hall at 174 S. Main Street.

It was noted that one seat on the Economic Development Authority is vacant and that a quorum was not present as follows:

P	Sharon Turner	A	Jacob Bailey
P	C. Manly Rucker	P	Richard Wydner
A	Clifford Hart		Vacancy
A	Aaron Mahler		

Town Manager Sara E. McGuffin, in her capacity of secretary, and Clerk of Council Vicki K. Hunt were also present.

Due to lack of quorum the meeting was adjourned at 5:20 p.m.

Sharon W. Turner, Chairperson

ATTEST: _____
Secretary

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
May 26, 2022 – 6:00 p.m.

Directors: Jeff Floyd, Chairman
(Present) Brandon Schmitt, Assistant Chairman
Doug Perrow, Treasurer
Chad Barrett, Assistant Treasurer
Joetricia Humbles
Bonnie Swanson
Brandon Payne
Karen Angulo

Directors: Charles Smith
(Absent) Bruce Jones

Staff/Partners: Jonathan Wooldridge, RELSWCD District Manager/Sr. Ag BMP Cons. Spec.
(Present) Mark Hollberg, CDC, DCR Conservation District Coordinator
Cindy Miller, RELSWCD Office Administrator
Lauran Campbell, RELSWCD Conservation Education Specialist
Kelly Burke, NRCS District Conservationist
Charles Falwell, Timberlake WID
J.Kim Steinhorst, Timberlake WID

Others: Ella Lewis and Family

Call to order: The regular meeting of the Robert E. Lee Soil and Water Conservation District Board of Directors was called to order May 26, 2022, at 6:01 p.m., by Jeff Floyd, Chairman, at The Spring House Restaurant, 9789 Richmond Hwy, Lynchburg, Virginia.

A Moment of Silence was requested by Brandon Payne for the victims and family of the Uvalde School Shooting and to Honor Memorial Day and all who have served.

Acknowledgement of Guests: Ella Lewis, Scholarship recipient and Family.

Adopting the Agenda: Jeff Floyd, Chairman, asked if there were any changes to the agenda. **Motion was made to approve agenda as listed. Approved (Payne, Barrett passed 8/0)**

Reading and Approving of the April 28, 2022 Minutes: Jeff Floyd, Chairman, asked if there were any corrections to the minutes (copy filed with the minutes). **Motion was made to approve the minutes as presented. Approved (Perrow, Schmitt passed 6/0).**

Angulo and Payne abstained from the vote due to they did not attend the April 2022 meeting.

REPORT OF OFFICERS/PARTNERS/STAFF

I-Treasurer's Report – April 2022 –Doug Perrow, Treasurer, gave the Treasurer's report (copy filed with minutes). Cost Share and Operation Savings bank statements were reconciled to the checkbook and QuickBooks program. The Operations Checkbook had a variance of \$3700.07 in March due to fraudulent activity, but funds were reimbursed by Truist Bank on May 12, 2022.

2-DCR Conservation District Coordinator Report - Mark Hollberg, CDC gave the May 2022 report. (Copy filed with minutes).

Administration:

Fourth quarter disbursement letters will be sent to SWCDs on May 11. Due on July 15 will be the fourth quarter Attachment E with QuickBooks cash balance and P&L **plus** End of Year (EOY) cash balance and carry over reports. The State budget for the upcoming fiscal year is still pending. So, the Virginia Soil & Water Conservation Board has yet to finalize district policies and funding. The State Board may have to cancel its May 18 meeting and reschedule it for June. District finance committees should prepare the Draft FY23 budgets for June approval. Review of Desk Top procedures need to be completed.

Every SWCD must have a FOIA Officer and a Record Retention Officer and appropriate training completed.

VA Ag Cost Share (VACS)

Notify Blair Gordon by May 13 of any structural bmps needing DCR approval prior to district action to carry over a third time into a 4th program year

Reminder: Under the current VACS Program, districts can only grant increased cost share for practices is due to "*site conditions unforeseen during the design of the practice*" such as dry well or hitting rock during construction where "*additional material expenses must be directly related to the unforeseen site condition*" (VACS Guidelines Pages II-31 and II-32). Inflation is not an "unforeseen site condition."

Reminder: State Resource Reviews are to be completed prior to district approval of bmps listed on pages II-20 and 21 in the VACS manual.

Ninety percent of a district's FY22 VACS allocations must be obligated by June 30 to receive a "Fully Satisfied" rating on its FY22 grant assessment.

3-USDA Natural Resources Conservation Service Report – Kelly Burke, NRCS District Conservationist gave the April 2022 report. (Copy filed with minutes)

Program Updates/ Deadlines

May 27, 2022	CSP Classic Ranking Deadline
May 27, 2022	Local Work Group Meeting Minutes due
June 3, 2022	EQIP-CIC Ranking Deadline
June 3, 2022	CSP Classic Preapproval Selections
July 8, 2022	2022 FSA Compliance Review Due
August 30, 2022	EQIP-CIC Obligation Deadline
September 16, 2022	CSP Classic Obligations
September 30, 2022	CRP contracts expiring Status Reviews Deadline

Environmental Quality Incentives Program (EQIP)

- EQIP Contracts: 23
- EQIP Applications: 28
- EQIP-CIC Applications: 3

Conservation Stewardship Program (CSP)

- Classic Contracts: 6
- Classic Applications: 7
- Renewals Applications: 9
- GCI Contracts: 28

Agricultural Conservation Easement Program ACEP

- See Attached ACEP Fact Sheet- on file

Conservation Reserve Program Conservation Reserve Enhancement Program CRP/CREP

- FY2022
 - Expiring Continuous CRP: 1
 - Expiring General CRP: 6
 - Expiring CREP: 15
- FY2023

- Expiring Continuous CRP: 0
- Expiring General CRP: 6
- Expiring CREP: 12
- Conservation Technical Assistance
 - None at this time

Meetings and programs are on file. ACEP hand out is on file.
Working Group Minutes are on file.

4-Virginia Department of Forestry Report – Rick Butler, Appomattox Forester –No May report was provided.

5-Virginia Cooperative Extension Report – Bruce Jones, Appomattox VCE Agent – May 2022 report was provided (Copy filed with minutes).

1. The Central Virginia Livestock Show and Sale was held on Friday May 6 for Swine and Saturday May 7 for cattle, sheep and goats. We had 79 youth exhibitors and the animal sale value was approximately \$86,000. Youth additionally received \$2,103 in award monies for their performance in the show
2. Well Water (drinking water) testing Program – Collection on June 15 at Extension offices
 - a. Appomattox, Campbell, Amherst, Lynchburg and Bedford participating
 - b. \$60 fee
 - c. bacteria, lead, copper, arsenic, iron, manganese, pH, hardness, sodium, sulfate, fluoride, and nitrate will be measured
3. Central Virginia Farm Tour – June 26 – 1-6pm
4. In the process of planning a late summer field day focusing on precision agriculture and including a tour of grain variety trials. Host farm will likely be in Appomattox.
5. Southern Virginia Precision Agriculture and Farm Efficiency Grant – funded by the Virginia Tobacco Commission – Appomattox and Campbell counties included
 - a. Items covered include precision agriculture equipment, hay barns, vegetable focused equipment, etc.
 - b. 1/3 cost share program up to \$5,000 reimbursement
 - c. Applications began on May 16

6-RELSWCD District Manager/Sr. Ag BMP Conservation Specialist Report: Jonathan Wooldridge gave the May 2022 report (copy filed with minutes).

6:30 pm Schmitt stepped out

6:32 pm Schmitt came back in

Projects:

Been a busy month here at Robert E. Lee SWCD. The weather and supply issues has slowed down field work. Working on estimates and maps for new projects for the new program year. Working on Nutrient Management Plans for producers. Completed Tillage Survey for DCR in Amherst and Appomattox CB.

Practices and Conservation Plans for Board Approval: Carryover Request

<u>Contract</u>	<u>Instance</u>	<u>Co.</u>	<u>Est. Cost</u>	<u>CS amt.</u>	<u>Comp/Date</u>	<u>Fund</u>	<u>Practice</u>
10-22-0012	457105	CAM/OCB	\$15,000.00	\$11,250.00 Tax Credit: \$937.50	June 30, 2023	PY22 OCB VACS	SL-7/ 98
10-22-0037	476147	CAM/OCB	\$41,960.80	\$33,470.60 Tax Credit: \$2,122.55	June 30, 2023	PY22 OCB VACS	SL-1/98

10-22-0033	475989	AM/CB	\$120,647.10	\$98,360.33 Tax Credit: \$5,571.70	June 30, 2023	PY22 CB VACS	SL-1/108
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Motion was made to approve all instances. Approved (Perrow, Payne passed 7/0) Schmitt recused.

Total PY22 CB Cost Share approved: \$1,334,243.00/ Allocated: \$1,338,379.00. \$4,136 remaining.

Total PY22 OCB Cost Share approved: \$531,489.00/ Allocated: \$532,611.00. \$1,122.00 remaining

Watershed Dams:

Watershed dams are doing well and in good shape. Checking on the dams as the rainfall events happen. First Watershed mowing can start after June 1st.

Meetings attended and future are on file. May 5 : Admin/Ops- Office

Hours/Mileage:

158hrs worked

1615 miles traveled

6:35 pm Jonathan stepped out

7-RELSWCD Conservation Education Specialist- Lauran Campbell gave her report for May 2022 (copy filed with minutes).

Meetings:

5/5 Admins Op, Zoom

5/11 Training for Camp Wildlife, Zoom

5/16 Phone Meeting with Campbell County 4H ext. Agent

5/17 Personnel Committee Meeting

5/18 Prep for Wildland Fire, Zoom

5/19 Class Day @ Appomattox High School

5/26 Training W/ Mark

Education Programs:

Date/Location	Program	# of People Reached
5/2 JRA, Amherst	Water Quality	25
5/4 Appomattox Homeschool	Enviroscape/ Rain Garden in a Cup	22
5/10 Campbell CKBY	Macro Invertebrates	80
5/14 James River State Park	Pollinators	15
5/20 JRSP	Field Trip: Enviroscape/ Water Quality	18
5/25 Appomattox Library	Read and Craft	18
5/26 Appomattox	Soil Babies	37

Future Programs:

6/6-6/7 Mill Creek Field Trip with Amherst School

6/8 Craft Day at Appomattox Library

6/20-6/25 Camp Woods & Wildlife

6:41 pm Jonathan stepped back in.

8-RELSWCD Office Administrator Report – Cindy Miller gave the May 2022 report (copy filed with minutes).

Monthly duties are kept up to date.

- Assisted Lauran with activities

- Continued to work thru checkbook issues, all should be resolved now. Bank is still working on getting our funds replaced.
- Discussed new email hosting thru Nathan and Carol Moon, fee is too high. We will leave email with LCS for now.
- Attended Class Day at Appomattox Co High School May 19th
- Appomattox Christian Academy JRSP May 20th
- Getting information and quotes for Employee Health Insurance thru Private Insurance Company.
- Priced going thru Website company for email and the pricing is too high, Will keep email and computer updates thru Lynchburg Computer Systems.
- Attending online training for Quickbooks with no cost.
-

Meetings attended is on file.

Our next Board of Directors meeting will be on Thursday June 23, 2022.

9. Timberlake WID – Reports attached.

Notice of an uncodified Ordinance to extend the due date for the first installment of 2022 taxes was presented. With the extension date of July 12, 2022 from the original date of June 6, 2022. This Ordinance was adopted by Campbell County Board of Supervisors on the 17th day of May, 2022, which was due to a delay in the mailing of the tax tickets by the printing company. A copy of this notice is on file and will be submitted to VASWCD for their records.

Motion was made to appoint Mr. Kim Steinhurst as a trustee for the Timberlake WID. Approved (Perrow, Schmitt passed 8/0).

Motion approval and resume to be submitted to VASWCD to be included in the next meeting minutes.

REPORT OF COMMITTEES – Personnel Committee- Open discussion about Luran's acceptance to WV and Current wait list for Longwood University in the Fall. Status will be reviewed again at the June 23, 2022 BOD meeting.

UNFINISHED BUSINESS- None

NEW BUSINESS- None


PUBLIC COMMENT - None

ANNOUNCEMENTS – None

ADJOURNMENT - The Chairman adjourned the meeting at 6:55 p.m. Approved (Barrett, Angulo passed 8/0)



Jeff Floyd, Chairman





Cindy Miller, Office Administrator

ORDINANCE NO. 220713

AN ORDINANCE OF THE TOWN OF AMHERST RECODIFYING THE TOWN SUBDIVISIONS AND ZONING ORDINANCE; AND PROVIDING WHEN SUCH ORDINANCE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

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

Section 1. The Code of the Town of Amherst, Virginia (the “Code”), is hereby amended by adding the attached recodification of the Town’s Zoning and Subdivision Ordinance as Chapter 24 of the Code.

Section 2. Nothing in this ordinance shall effect any ordinance adopted after October 14, 2020.

Section 3. The provisions of Chapter 24 of the Code, so far as they are the same as those of the ordinances of the Town in effect on the adoption date of such chapter, shall be considered as continuations thereof and not as new enactments.

Section 4. Ordinances adopted after October 14, 2020, that amend or refer to ordinances that have been codified in such chapter shall be construed as if they amend or refer to like provisions of such chapter.

Section 5. This ordinance shall become effective as provided by law.

Adopted this ____ day of _____, 2022.

D. Dwayne Tuggle, Mayor

ATTEST:

Clerk of Council



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: Vicki Hunt, Clerk to Council

Re: Zoning Recodification – Intent of CBD Central Business District

At its meeting on June 8, 2022, Town Council requested further revisions to include of a portion of the existing definition of the intent of the CBD in the proposed zoning recodification definition.

The current definition reads as follows:

§ 18.1-706.1 CBD Central Business District.

This district covers those areas of the town intended for the conduct of general business to which the public requires direct and frequent access, but which is not characterized either by constant heavy trucking other than stocking and delivery of retail goods, or by limited nuisance factors including incidental light and noise of congregation of people and passenger vehicles

The definition proposed by staff on June 8th reads as follows:

Sec. 24-232. CBD Central Business District.

Intent of CBD Central Business District. This district covers the portion of the town located in downtown Amherst which has traditionally been used as the center for commercial activities. Lots on the blocks generally contain buildings which have no side yards because they are attached to other buildings and these buildings frequently have no setbacks. Uses in the district include retail sales, services, banks, restaurants, and other similar businesses. The intent of the district is to maintain the commercial use of the downtown area and to encourage adaptive use and reuse of existing commercial structure.

As requested by Town Council the following is a combination of the above two.

Sec. 24-232. CBD Central Business District.

Intent of CBD Central Business District. This district covers the portion of the town located in downtown Amherst which has traditionally been used as the center for commercial activities. Lots on the blocks generally contain buildings which have no side yards because they are attached to other buildings and these buildings frequently have no setbacks. Uses in the district include retail sales, services, banks, restaurants, and other similar businesses to which the public requires direct and frequent access, but which is not characterized either by constant heavy trucking other than stocking and delivery of retail goods, or by limited nuisance factors including incidental light and noise of congregation of people and passenger vehicles. The intent of the district is to maintain the commercial use of the downtown area and to encourage adaptive use and reuse of existing commercial structure.



June 13, 2022

Mrs. Sara McGuffin
Town Manager
Town of Amherst
174 South Main Street
PO Box 280
Amherst, Virginia 24521

Re: WWTP Centrifuge RFQ

WWA Project No. 221038.01

Dear Mrs. McGuffin:

Two bids were received on the above referenced project on June 10, 2022 at 2:00 P.M. and publically opened. A copy of the bid tabulation is enclosed for your records. Alfa Laval was the low bidder with a Base Bid amount of \$218,988.00. GEA Westfalia offered an alternate bid which is deemed non-conforming.

We have reviewed the Vendors bid documentation and have confirmed their bid. Based on our experience and knowledge of this Vendor, as well as our review of the bid documentation, we recommend awarding this project to Alfa Laval in the amount of \$218,988.00.

Bid documentation is enclosed for your review. Should you have any questions, please feel free to call.

Sincerely,

WW Associates, Inc.

Herbert F. White III, P.E.
President

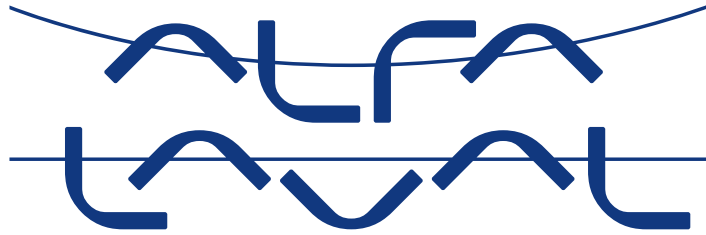
Enclosures: Bid Tabulation, Bid Documentation

BIDDING RECAP

Client: Town of Amherst
Project Name: WWTP Centrifuge RFQ
WW Associates Project No. 221038.01
Bid Opening Date: Friday, June 10, 2022 at 2:00 p.m.



#	Vendor	Base Bid	Comments
1.	Alfa Laval	\$218,988.00	
2.	GEA Westfalia	\$235,000.00	NOTE: Alternate Bid CD34 \$180,000.00* *Non-conforming bid
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			



**Town of Amherst, VA
Wastewater Treatment Plant
Centrifuge Equipment
WWA Project No. 221038.01
AL Ref: 0165758**

Alfa Laval Proposal
June 8, 2022

June 8, 2022



To: Sara E. McGuffin
Town Manager
Town of Amherst
174 South Main Street
Amherst, VA 24521

Alfa Laval, Inc.
5400 International Trade Dr
Richmond, VA 23231
USA

Subject: WWA Project No. 221038.01
Centrifuge Proposal
Specification Section 11350, Addendum 1
Reference: 0165758

Dear Ms. McGuffin,

On behalf of Alfa Laval, Inc. and our local representative, Sherwood-Logan & Associates, Inc., we thank you for the opportunity to offer this Proposal for Alfa Laval centrifuge equipment.

One (1) ALDEC G3-45 Centrifuge will come complete and include the following scope of supply:

- Modular frame with process contact areas in 316 SS
- Vibration isolators
- Singular cover in 316 SS (covers belts, rotating assembly and gearbox)
- Abrasion protection (Tungsten Carbide on wear surfaces)
- Rotating assembly complete with 3.5 kNm Direct Drive gearbox and pillow block bearings
- All bearings grease lubricated
- Vibration and temperature sensors in main bearing housings
- Main drive Motor: 50 Hp AC VFD
- Back drive Motor: 10 Hp AC VFD

One (1) Control Panel, which shall be complete with the following:

Starter/Control Panel:

- NEMA 4X 72"H x 60"W x 18"D Enclosure with ACU
- Allen Bradley CompactLogix 5069-L320ER PLC
- 10-inch Allen Bradley PV7+ Performance HMI
- Anybus Bolt WAP (Wi-Fi Access Point) for control on iOS and Android devices
- ABB ACS 880 VFDs: Main Drive 60 HP(6-Pulse), Back Drive 10 HP(6-Pulse)
- 1734 Point I/O Modules, IO Plus Rack
- Dual Bearing Vibration Monitoring
- Configured for Direct Drive Gearbox



- Panel Input Power 380-480 VAC 3ph, 50/60 Hz
- 24 VDC Control with UPS
- UL-508A Standards with UL Label & Certificate
- SCADA Integration to Allen Bradley/ Rockwell System using TC/IP
- Gateway Dell E3002- Remote Support and Monitoring w/1 year Data Subscription
- Configured to support Auto Bearing Greasing System Control
- Feed System with Relay Contacts for External Feed-1 Pump, Grinder-1 and Polymer-1 Pump
- Configured with Relay Contacts for HS and LS Flush Valves Control
- Configured with Relay Contacts for Solids Conveyor
- E-stop with Alarm Acknowledge and Alarm Reset pushbuttons

One (1) lot of the following:

- Flexible Connectors
- Solids Chute
- Centrate Funnel
- High/Low Speed Flush Valves
- Spares per Section 11350.2.2.14

One (1) lot of field service, one technician as follows:

- Two trips and 10 days

Also included with pricing:

- One (1) year warranty against defects in material and workmanship
- Submittals and O&M Manuals
- Required Tools including bowl lifter and conveyor lifter
- Factory Paint System
- Freight to jobsite, DDP Incoterms 2020 (unloaded by others)

Not included in pricing:

- Field wiring, conduit, sludge feed line, fresh water supply for polymer preparation. (Recycled plant water can be used for flushing the module, but it cannot be used to prepare polymer).
- Anchor bolts are supplied by others.
- Associated equipment, i.e., sludge macerators, feed pumps, polymer preparation & dosing unit, cake conveyors, centrate tanks and pumps...etc.
- Piping, Venting & Valves
- Measuring instruments between centrifuges and associated equipment
- Odor control equipment
- Inspection and access platforms or ladders (if not included in our scope of supply)
- Utilities and consumables (polymer, power, water and other consumables required during testing, start-up and commissioning)
- Laboratory Fees
- Unloading at job-site
- Storage and Handling fees
- Taxes and bonds



Clarifications, Exceptions & Recommendations:

Interconnecting piping and wiring between Alfa Laval equipment and other ancillary equipment shall be by others. Unless otherwise specified in this proposal, all installation of equipment supplied by Alfa Laval shall be by others.

Unless otherwise listed the polymer and lab services for the performance test and start-up shall be by others and is not part of Alfa Laval's scope of supply.

Unless otherwise specified in this proposal, all local motor disconnect devices and/or local motor lock-outs that may be required by a governing electrical code shall be provided and installed by others.

Total price: \$ See Bid Form, DDP, Jobsite. Offloading to be by others.

Purchase Orders should be made to "Alfa Laval, Inc."

Proposal Acceptance:

This proposal is offered for acceptance within ninety (90) days from date of this quotation or date of bid opening, whichever is the later date. Prices are subject to review thereafter. Prices are firm, based upon receipt of a Purchase Order and notice to proceed within this ninety (90) day period.

Submittal Drawings:

Mechanical submittal and drawings on the preceding equipment will be submitted in accordance with the required delivery date of the equipment and after receipt of a firm purchase order. We currently estimate 8-12 weeks from receipt of executed Purchase Order.

Note: A purchase order signed by both Alfa Laval and the purchase order originator must be executed prior to any submittal being forwarded.

Alfa Laval has allowed thirty (30) days for the review and return of submittal drawings. Delays caused by slow return of submittals or other manufacturing delays caused by the contractor, owner, owner's agent or engineer may result in additional charges of 1% per month for such delays or part thereof, or may delay shipment of the equipment as noted below.

Shipment:

Shipment on the preceding equipment can typically be made within twenty-four to twenty-six (24-26) weeks from receipt of approved submittals and/or release to manufacture. If your delivery needs are more urgent, please contact us at the time of order placement to confirm current production schedules. Early shipment of embedded metal work can usually be made, but will be shipped at the purchaser's expense.

Escalation Charges:

In the event that delivery of equipment cannot be made on the scheduled delivery date agreed



June 8, 2022

upon between Alfa Laval and Purchaser and as evidenced by the terms of the contract, due to Purchaser delay, Alfa Laval reserves the right to assess reasonable escalation charges to the project at the rate of 1% per month of the contract value for material price escalation for each month that the project is delayed.

Given the current volatility in steel prices over the past twelve months, Alfa Laval has made this offer based upon shipment of the offered products contained herein within the schedule dictated above. Should the projected shipment schedule fall outside this period for any reason, pricing shall be subject to review and revision.

Terms:

Alfa Laval's Standard Terms and Conditions are enclosed and apply in their entirety. All applicable sales, use or other taxes are to be paid by Purchaser. If any taxes are to be paid by seller, the quotation price shall automatically be increased by the same amount. Failure to pay invoices promptly when due nullifies Alfa Laval's obligation to perform work under warranty, installation and start-up in a timely manner.

All orders are subject to credit approval prior to acceptance of contract or purchase order.

Payment Terms:

10% with PO, N10 days
10% upon Alfa Laval Submittal Delivery, N30 days
75% upon delivery or availability to deliver should owner encounter delays, N30 days
5% upon acceptance or beneficial use, whichever comes first, N30 days, but not later than 180 days after shipment.

General Notes:

There is no provision included in the quoted price, unless noted, for field erection supervision, tests, inspections or adjustment of equipment. If factory representative is required for any of these services, please refer to "Service Terms" enclosed. The equipment offered by Alfa Laval is our standard design, materials and manufacture. In the event that these items of equipment are subject to any alteration in design or materials or manufacture by the contractor, owner, owner's agent or engineer, such alterations shall be subject to change in the contract price and/or delivery schedule.

Again, we thank you for the opportunity to offer this proposal. Should you have any questions, please feel free to contact us, or our representative noted below.

If you have any questions or require any additional information, please our local sales representative Matt Harrison, at 804-560-5410 or me at 713-906-0505.

Sincerely,

Mark Schlitzkus

Regional Sales Manager
Water Separation Sales

cc: Matt Harrison | Sherwood-Logan & Associates, Inc.



ALFA LAVAL, INC
FIELD SERVICE RATES
 (Effective January 1, 2020)

	<u>List Price</u>
Daily Rate: This rate is applicable for any time traveling or spent on site up to a maximum of 8 hours, Monday through Friday. This price includes all expenses except airfare, plus a half hour of travel to and from a hotel per day. This price is portal to portal.	\$2,250/day plus airfare
Daily Overtime: Any work on site or traveling in addition to the hours associated with the Daily Rate Monday through Friday.	\$225/hr
Saturday Rate: This rate is applicable for any time traveling or spent on site up to a maximum of 8 hours on Saturday. This price includes all expenses except airfare, plus a half hour of travel to and from a hotel per day. This price is portal to portal.	\$3,000/day plus airfare
Sunday Rate: This rate is applicable for any time traveling or spent on site up to a maximum of 8 hours on Sunday. This price includes all expenses except airfare, plus a half hour of travel to and from a hotel per day. This price is portal to portal.	\$4,000/day plus airfare
Training Scheduled process audits, classroom and/or hands-on maintenance and operator instructional training. This includes all expenses except airfare.	\$2,500/day Plus airfare
Field Service outside the US will be quoted upon request.	
Payment Terms - payable immediately upon receipt of invoice.	
Service may be refused to any area designated as High Risk by Alfa Laval; such refusal shall take precedence over any other agreed terms.	
Normal Working Time Eight hours per day with one hour for lunch, Monday - Friday, except observed U.S. holidays.	
Limits of Liability While Alfa Laval Ashbrook's technicians are authorized to work on Alfa Laval equipment, all responsibility for operation remains and rests with the Customer. In no event shall Alfa Laval be liable for damages or injuries of any kind, including but not limited to incidental, consequential, direct or indirect damages, resulting from or caused by any product furnished or service performed by Alfa Laval. Consequential damages for the purposes of this agreement shall include, but not be limited to, loss of use, income or profit, or loss of or damage to property occasioned by or arising out of the operation, use, installation, repair or replacement of the equipment or otherwise.	
Authorization Alfa Laval shall not make any travel arrangements or commence any service work until an executed Purchase Order for the work has been received from the Customer.	

TERMS AND CONDITIONS OF SALE



These Terms and Conditions of Sale ("Terms and Conditions") apply to all quotations, orders, and contracts for Alfa Laval Inc. products (hereafter "Equipment") and associated services ("Services") As used in these Terms and Conditions, the word "Equipment" includes all hardware, parts, components, software and options.

1. **ACCEPTANCE:** Our sale to you is limited to and expressly made conditional on your assent to these Terms and Conditions and, if applicable, on the attendant quotation, both of which form a part of the contract between us and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect to this sale and any conflicting terms and conditions of yours, whether or not signed by you. Any terms and conditions contained in your purchase order or request for quotation or other form which are different from, in addition to, or vary from these Terms and Conditions are expressly rejected, shall not be binding upon us, and are void and of no force or effect. These Terms and Conditions may not be changed except by the written agreement of both parties.
2. **PRICES:** Unless otherwise specified in writing, all quoted prices are in U.S. Dollars and are firm for thirty (30) days from the date of offer. Prices quoted are exclusive of taxes, freight and insurance, and you agree to pay any and all sales, revenue, excise or other taxes (exclusive of taxes based on our net income) applicable to the purchase of Equipment. If you claim an exemption from any such taxes you shall provide us with a tax exemption certificate acceptable to the taxing authorities.
3. **DELIVERY; FORCE MAJEURE:** Dates for the furnishing of Services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in delivery or failure to deliver caused by carriers or by labor difficulties, shortages, strikes or stoppages of any sort, or difficulties in obtaining materials from ordinary sources and suppliers. In addition, we shall not be liable for any such delays or for any failure to perform our obligations under an order or contract due to any one or more of the following events, whether foreseeable or not: war, hostilities, military operations, terrorism, riots, disorder, accidents, floods, storms, natural disasters, fires, acts of God, epidemics and/or pandemics (and specifically in relation hereto and notwithstanding anything else stated herein, whether or not outbreak of such epidemic or pandemic has occurred prior to acceptance of this order or execution of a contract for the Services), governmental, judicial or administrative decisions, decrees or orders, embargoes or blockades, or any causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.
4. **SHIPMENT, RISK OF LOSS, TITLE:** All sales are made F.O.B. Alfa Laval shipping point, unless otherwise noted. Duty, brokerage fees, insurance, packing and handling as applicable are not included unless otherwise noted. Our liability for delivery ceases upon making delivery of Equipment to the carrier at the shipping point in good condition. The carrier shall be your agent. Risk of loss shall pass to you upon such delivery. Regardless of the delivery term specified, we shall retain title to the Equipment until final payment thereof has been made.
5. **CREDIT AND PAYMENT:** Payment terms are (30) days net, unless agreed otherwise by us in writing. *Pro rata* payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 30 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until



the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event.

6. **SECURITY AGREEMENT:** You hereby grant us a security interest in the Equipment, including a purchase money security interest, and in such materials, proceeds and accessories thereof, to secure payment of the purchase price of the Equipment. You authorize us to file or record a purchase order or copy thereof or any UCC financing statement showing our interest in the Equipment in all jurisdictions where we may determine filing to be appropriate, and you agree to sign all such documents reasonably related thereto promptly following our request. You will not encumber the Equipment with any mortgage, lien, pledge or other attachment prior to payment in full of the price therefor.

7. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

8. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions, we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. **EQUIPMENT WARRANTY AND REMEDY:**

(a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from start-up or eighteen (18) months from delivery to you, whichever occurs first (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we shall repair, replace, or, at our option, refund you the price of the defective Equipment or part thereof.

(b) For repairs, parts and Services provided by us, we warrant to you that the repairs, parts and Services we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the Equipment which required the repairs, parts or Services is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of completion of the repair or other Services, if performed at your facility. If during this ninety-day period you discover a defect in the repairs, parts or Services you must promptly notify us in writing, and we shall correct such defect with either new or used replacement parts or reperform the Services as applicable. If we are unable to correct the defect after a reasonable number of attempts, we will provide a refund of the price paid for the defective repair, parts or Services.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. The remedies set forth above are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

(d) The warranties set forth above are inapplicable to and exclude any product, components or parts not manufactured by us or covered by the warranty of another manufacturer. We shall have no responsibility for defects, loss or



damage to the extent caused by (i) normal wear and tear, (ii) your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iii) repairs or modifications by you or by others not under our direct supervision, or (iv) a product or component part which we did not design, manufacture, supply or repair.

(e) **DISCLAIMER OF IMPLIED WARRANTIES.** THE WARRANTIES SET FORTH ABOVE AND IN SECTION 12 BELOW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **LIMITATION OF LIABILITY:** In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. In no circumstance, shall we be liable for, however such damages are characterized, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, or loss of prospective economic advantage. OUR AGGREGATE LIABILITY FOR FAILURE TO PERFORM, BREACH OF WARRANTY OR BREACH OF OTHER CONTRACTUAL OBLIGATIONS SHALL NOT EXCEED THE TOTAL PRICE PAID TO US FOR THE EQUIPMENT AND SERVICES THAT ARE THE SUBJECT OF ANY CLAIM BY YOU.

11. **OWNERSHIP:** All drawings, designs, specifications, data and other proprietary rights supplied by us (including without limitation in connection with the Equipment) have been prepared or assembled by us and are (and shall remain) exclusively our property, and upon our request you agree to execute any additional documents needed to give effect to the foregoing. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be disclosed, reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used for furnishing information and/or disclosed, in whole or in part, to others or otherwise for any purpose not specifically authorized in a writing signed by one of our corporate officers.

12. **PATENT INFRINGEMENT**

(a) We make no express or implied warranties of non-infringement with respect to the Equipment. We will, however, defend, indemnify and hold you harmless from any third party apparatus claims based upon an issued U.S. patent to the extent such claim relates to the Equipment supplied and sold to you; provided, however, that we undertake no indemnification in respect of third-party rights (i) where the alleged patent infringement is based upon or related to any method, process or design claims in third-party U.S. patents, any combination of the Equipment with other equipment not supplied by us, or any modifications of the Equipment made by you and not approved by us, or (ii) to the extent the alleged infringement is directly attributable to the negligence or intentional misconduct of you or otherwise for which you are obligated to indemnify us for under paragraph 12(c).

(b) We shall assume defense of a claim at our expense in accordance with these Terms and Conditions, provided you shall notify us within 30 days of your receipt of notice of an alleged third-party claim that you believe would entitle you to patent infringement indemnification pursuant to paragraph 12(a). You acknowledge and agree that we shall have the sole right to settle or otherwise compromise such a third-party claim, including but not limited to the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment.



(c) If a third party charges us with patent infringement relating to Equipment sold by us to you, we shall have the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment. If a third party charges us with patent infringement on the bases set forth in paragraph 12(a)(i) or (ii), you shall indemnify and hold us harmless for all expenses as well as any awards of damage assessed against us, and, without limiting any of our other rights and remedies available at law or in equity, we shall also have the right to modify or repurchase the Equipment or to secure rights for continued use by way of assignment or license as set forth in this paragraph.

13. **INSPECTION:** Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. **SOFTWARE PROVISIONS:** If software is provided hereunder (whether such is integrated into the Equipment or otherwise operates alongside the same), you are hereby granted a non-exclusive, non-sublicensable, non-transferable, royalty free license to access and use such software as provided and as intended with our Equipment. Without limiting the foregoing, under the foregoing license you may specifically: (i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form solely for back up purposes in support of your use of our software on the Equipment provided in accordance with these Terms and Conditions; and (iii) create one additional copy of the software for archival purposes only. This license may only be assigned, sublicensed or otherwise transferred by you with our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval (or its licensors) and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software as contemplated herein. The software is subject to the confidentiality obligations set forth below in paragraph 15.

15. **CONFIDENTIALITY:** Subject to any non-disclosure or confidentiality agreement already in effect between us, any drawings, data, software or other information exchanged between us is proprietary or confidential to us and shall not be used or disclosed by you without our prior written consent. Confidential information shall not be any information that (i) is known previously to you under no obligation of secrecy; (ii) becomes known to the public through no breach of an obligation of secrecy by you; or (iii) is independently developed by you without use or reference to any of the confidential information or materials provided to you by us.

16. **INAPPLICABILITY OF CISG:** The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sale or order or the contract between us.

17. **GOVERNING LAW & VENUE:** These Terms and Conditions and any dispute or claim arising out of or related to an order or the contract between us shall be finally decided in accordance with the laws of the Commonwealth of Virginia, without giving effect to the provisions thereof relating to conflict of laws. You agree that the venue for any such dispute shall lie in the United States District Court for the Eastern District of Virginia, Richmond Division. In the event that federal jurisdiction cannot be established pursuant to 28 U.S.C. §§ 1331 or 1332, the venue for any such dispute shall lie in the Circuit Court of Henrico County, Virginia. You expressly submit and waive any objection to the sole and exclusive jurisdiction of such courts.

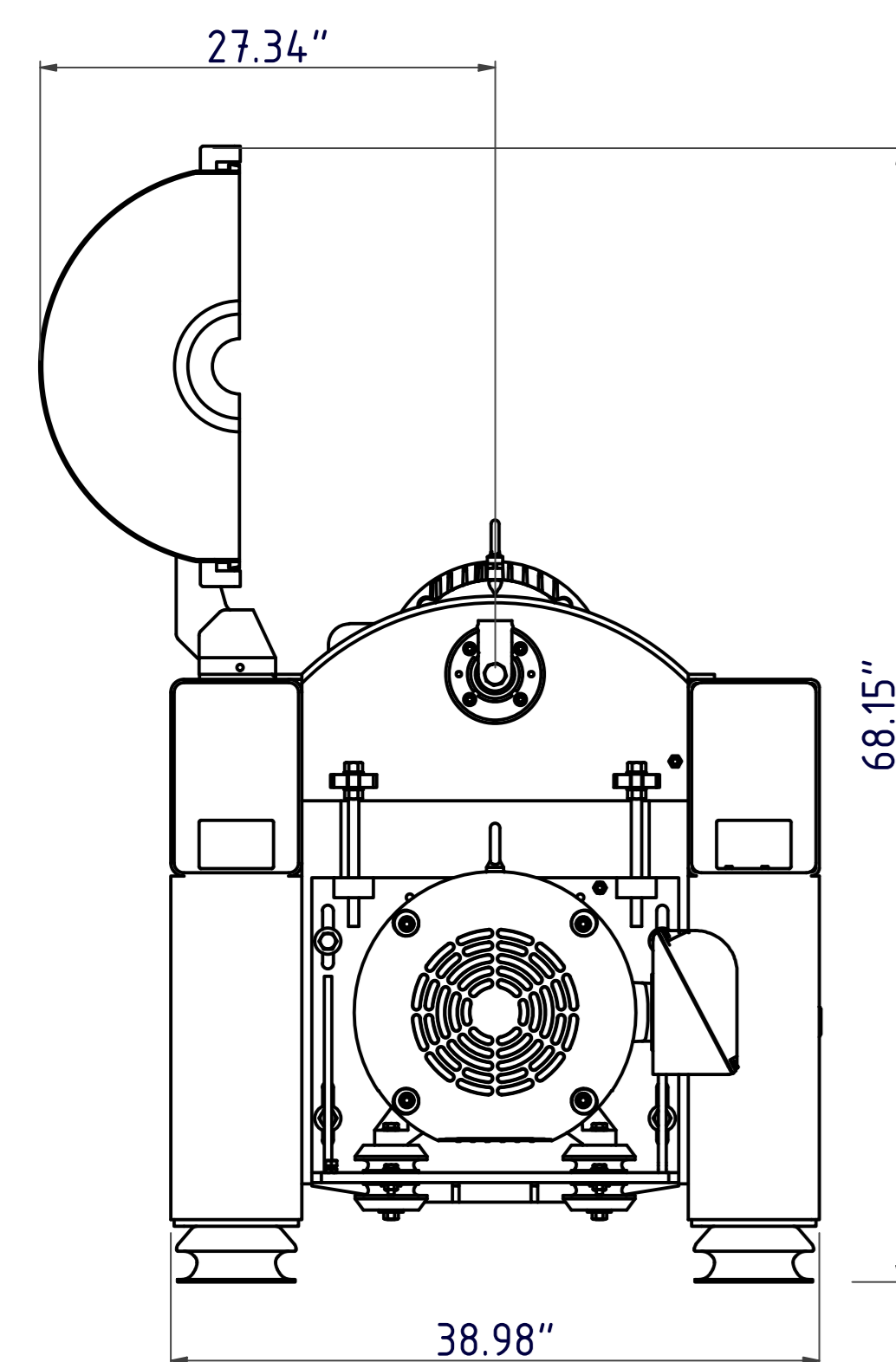


18. **GENERAL:** All previous agreements or understandings between us, either oral or written, with regard to the subject order, with the exception of a pre-existing non-disclosure agreement between us, are void and these Terms and Conditions constitute the entire agreement between us with respect to the matters addressed herein. Neither of us shall assign an order or contract to which these Terms and Conditions apply without the prior written consent of the other party, which consent shall not be unreasonably withheld. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision herein. No waiver by either of us of any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach.

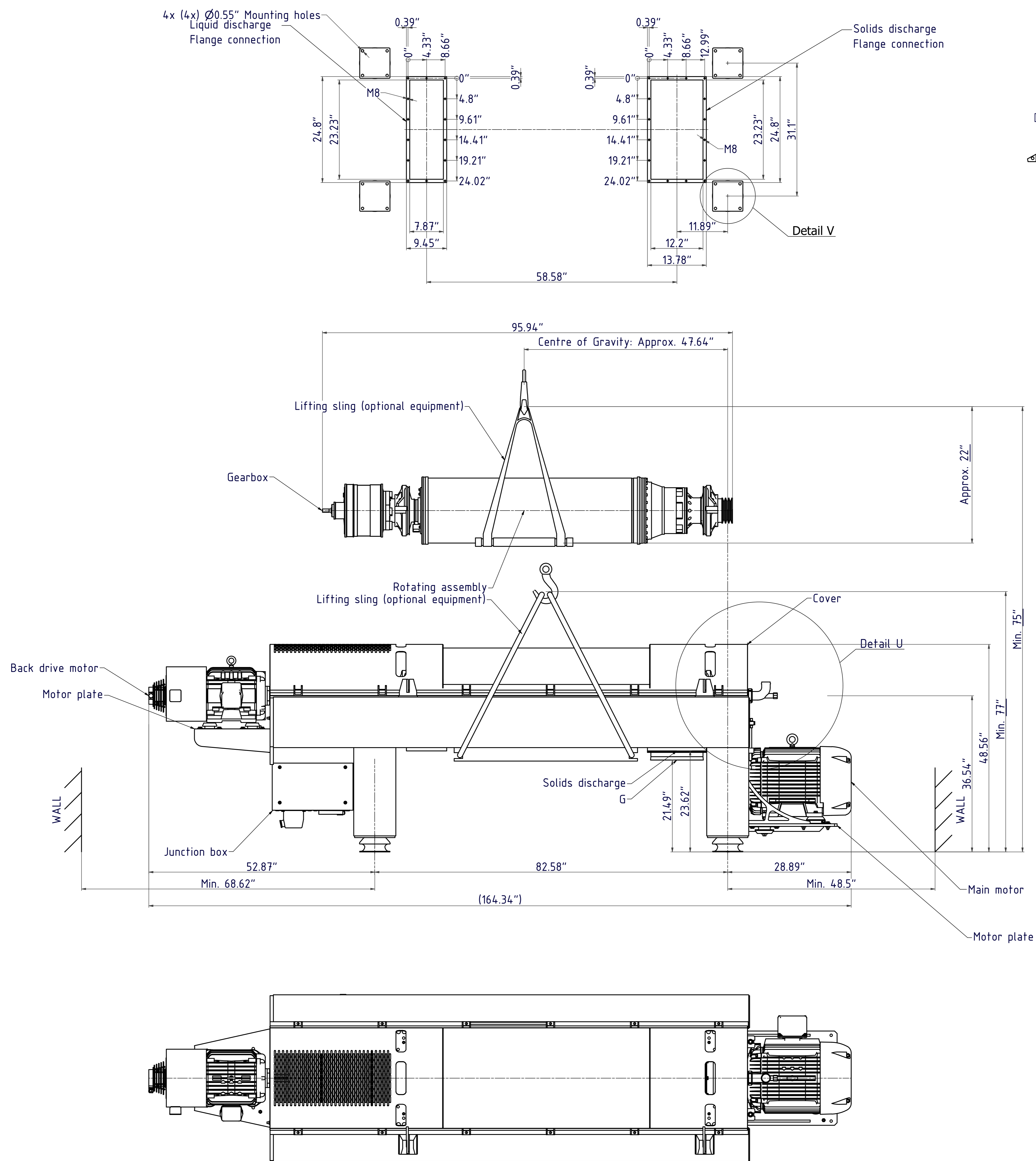
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www.alfalaval.com

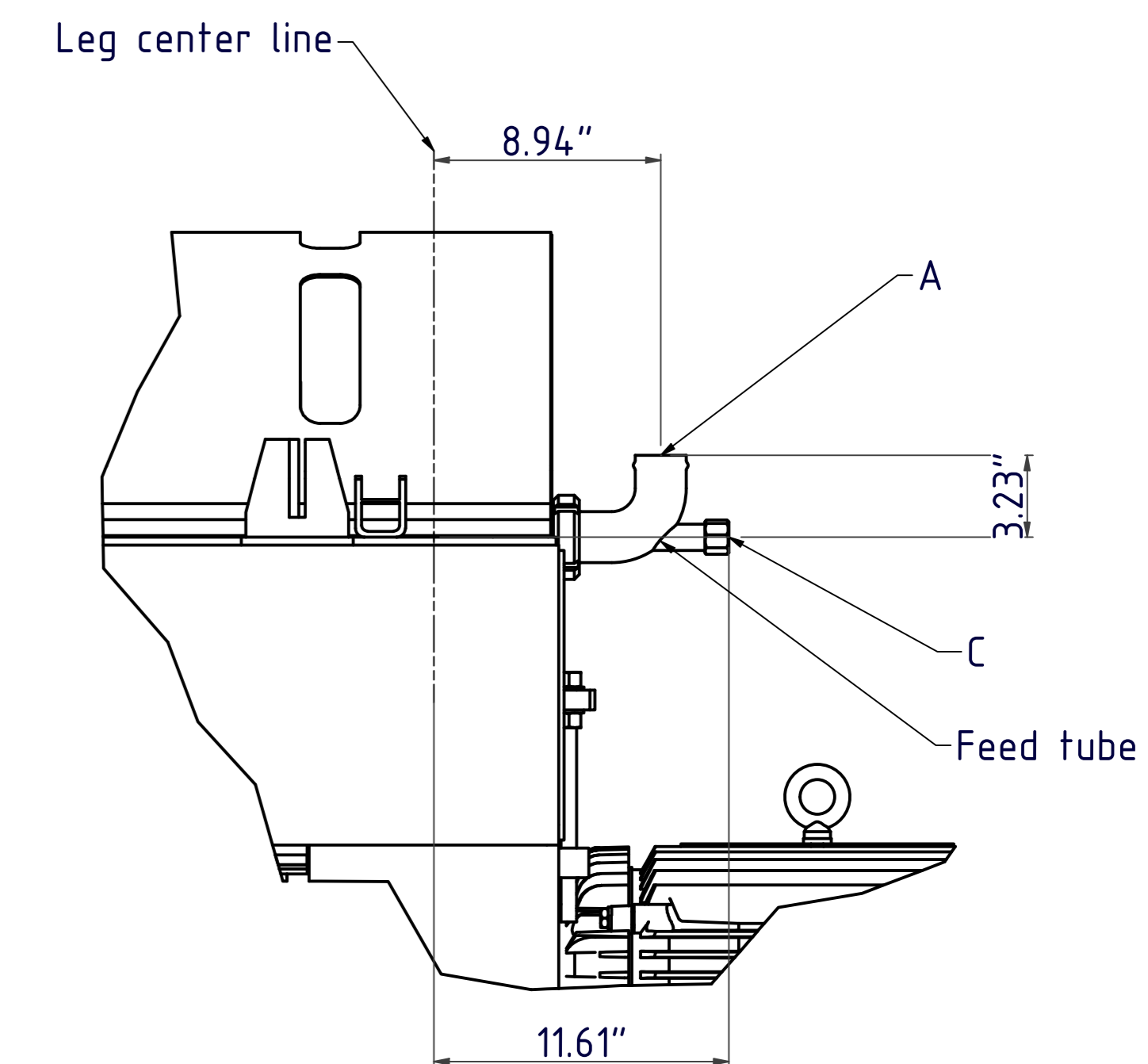
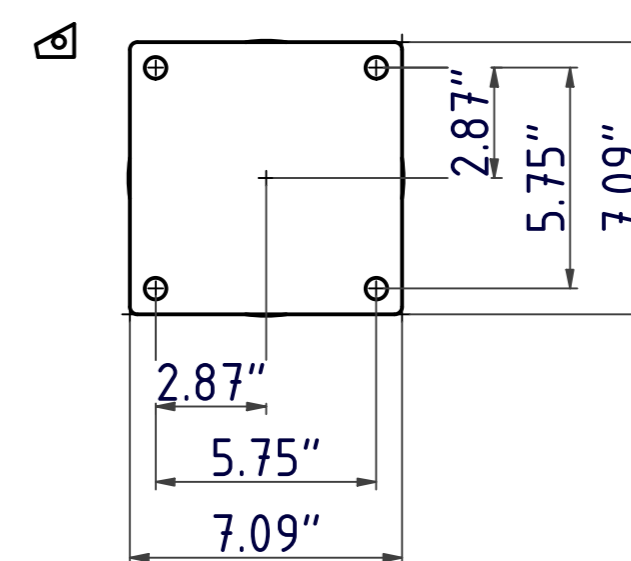


Left Hinges



All dimensions in inches (inch)

Detail V (1 : 5)



Detail U (1 : 6)

First angle projection

ALDEC G3-45-2 phase-3.5kNm DD

Sales configuration id: 8240172181

Date: 06-06-2022

Revision: 0

Scale[A0]: 1:10

Approximate weights:Value:

Total weight of empty decanter (Maximum)	5622 lbs
Rotating assembly	1235 lbs
Cover	218 lbs
Gear box	198 lbs
Main motor	739 lbs

Crane lifting capacity for rotating assembly (Lifting weight with blocked bowl)	1323 lbs
--	----------

Foundation loads:

Max. static load	
Vertical	5845 lbf
Horizontal	0 lbf

Max. dynamic load at run-down	
Vertical	±1798 lbf
Horizontal	±899 lbf

Max. dynamic load at operating speed	
Vertical	±47 lbf
Horizontal	±47 lbf

All loads are evenly distributed on the four decanter legs

Connections:Dimensions/Value:

A. Feed tube Feed connection	Diameter 51 (2") Hose connection
B. Feed tube Internal polymer connection	
C. Feed tube External polymer connection	ISO 228-G 3/4" Connection
D. Feed tube CIP connection	

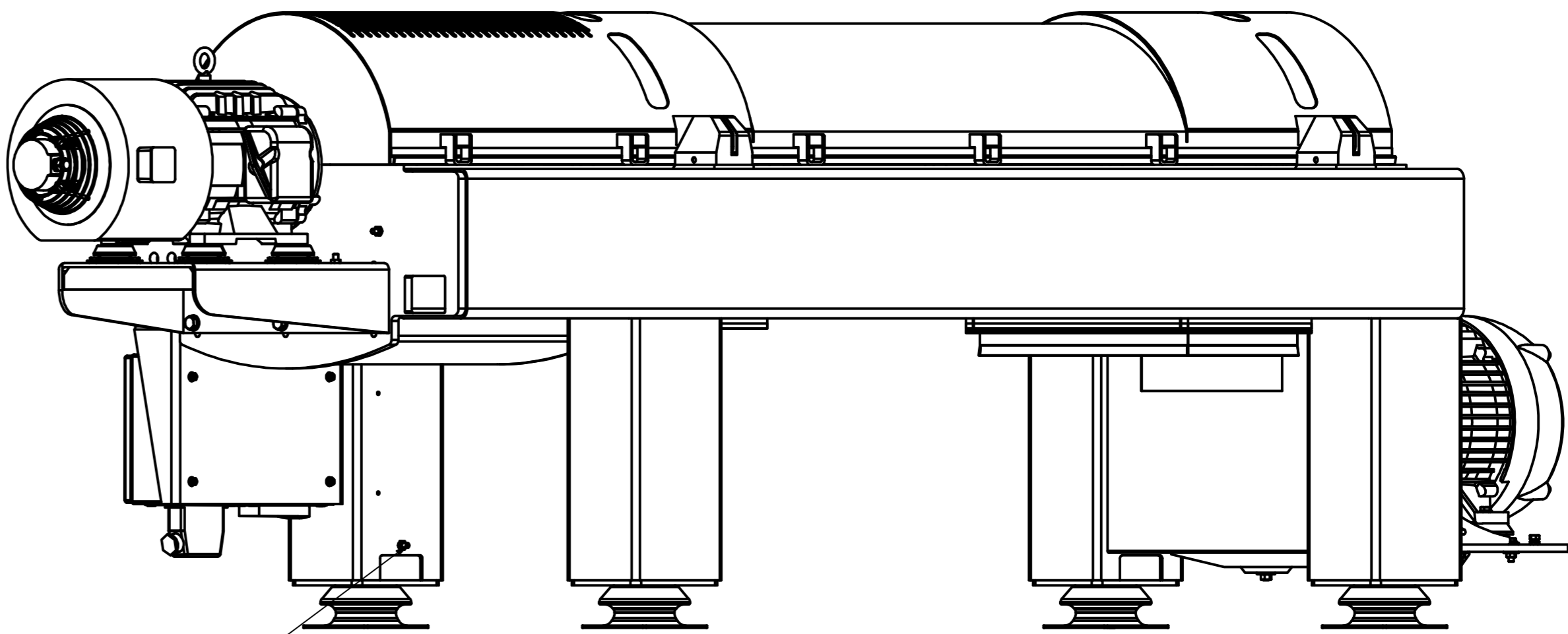
E. Cover CIP connection

F. Liquid discharge connection	
G. Solids discharge connection	23.0 x 12.0 inch

H. Paring disc liquid discharge connection	
I. Paring disc drain discharge	
J. Paring disc liquid/vent discharge	

M. Feed tube drain connection

All dimensions in inches (inch)



Notes:

Alfa Laval cannot be held responsible for any failures or damages of the Decanter, if the Decanter isn't installed according to the instructions and guide lines in the Installation Manual.

Section 01300
Bid Form

Gentlemen:

The undersigned, having carefully studied the documents and drawings for the Request for Quotation, Wastewater Treatment Plant Centrifuge Facility, Amherst, VA, hereby proposes to furnish and deliver all equipment, materials, and services and to perform all operations necessary to execute and complete the work required for the project, in strict accordance with this RFQ document dated May 6, 2022, together with addenda numbered _____, issued during bidding period and hereby acknowledged, subject to the terms and conditions of the agreement, as follows:

Total Base Bid: is defined as the equipment listed below, in the quantities indicated, complete and in accordance with the drawings and technical specifications, for the lump sum price:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Bid Price</u>
1	Centrifuge sludge dewatering equipment	Ea	1	\$ _____
Total Base Bid:				\$ _____

Notes:

- a) The basis of award shall be the low bidder for the Total Base Bid.
- b) The Base Bid Items are founded upon furnishing equipment and materials of specified manufacturers in accordance with the contract documents.
- c) It is understood and agreed that the Owner, in protecting his best interest, reserves the right to:
 - Reject any or all bids.
 - Accept any bid at the base bid price, or any combination items listed under Total Base Bid.
- d) All purchase orders and contracts shall be directly with the equipment manufacturers.

Manufacturer/Supplier _____ Date _____

This bid is subject to acceptance within a period of 90 days from this date.

Respectfully Submitted,

Jose Carpio

Jose Carpio,
Dir Water Sales,
Alfa Laval Inc.

Manufacturer/Supplier

By _____

Address

Telephone

Date _____

**RESOLUTION TO ADOPT THE MEMBER AGREEMENT TO JOIN
THE VIRGINIA ASSOCIATION OF COUNTIES
GROUP SELF INSURANCE RISK POOL**

WHEREAS, Town of Amherst desires to protect against liability claims and property losses and to provide for payment of claims or losses for which it may be liable; and

WHEREAS, the Virginia Association of Counties Group Self Insurance Risk Pool, aka VACoRP, has been established pursuant to Chapter 27 (§ 15.2-2700 et seq.) and Title 15.2 of the code of Virginia; and

WHEREAS, it is desirable for Town of Amherst to join the Virginia Association of Counties Group Self Insurance Risk Pool in order to provide a method of risk sharing for liability, workers' compensation and property losses;

NOW, THEREFORE, BE IT RESOLVED that the governing body of Town of Amherst hereby agrees to the member agreement entitled "Member Agreement for Virginia Association of Counties Group Self Insurance Risk Pool" which creates a group fund to pay liability and workers' compensation claims and property losses of the counties and other local agencies joining the Group, and we acknowledge we have received a copy of the pertinent Plan and supporting documents.

BE IT FURTHER RESOLVED that the Town of Amherst Town Manager is authorized to execute the member agreement to join the Virginia Association of Counties Group Self Insurance Risk Pool and to act on behalf of Town of Amherst in any other matter relative to the Group.

This the 13th day of June, 2022.

ATTEST: _____
Clerk

Mayor

TOWN OF AMHERST
Office of the Town Attorney
P.O. Box 280 174 S. Main Street Amherst, VA 24521



Eric M. Lansing, Esq.
Deal & Lacheney P.C.
TOWN ATTORNEY
eric.lansing@amherstva1.us
PHONE: (888) 456-1547
FAX: (877) 457-1231

Mailing Address:
174 S. MAIN STREET
P.O. BOX 280
AMHERST, VA 24521

FROM: Eric M. Lansing, Town Attorney
TO: Mayor and Town Council of the Town of Amherst
DATE: July 5, 2022
SUBJECT: Loud Exhaust Ordinance

Dear Mayor and Councilors:

Please find enclosed a draft ordinance regulating loud exhaust from vehicles. This ordinance is patterned after new state legislation that went into effect on July 1.¹ Until July 1, localities have had very limited options in regulating excessive noise from vehicles.²

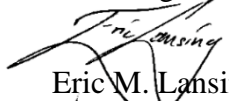
Laws regulating loud exhaust do not need to “provide for scientific precision to pass constitutional muster.” *Commonwealth v. Dixon*, 50 Va. Cir. 295, 296 (Cir. Ct. 1999) (upholding Va. Code § 46.2-1049 against the contention that the statute was unconstitutionally vague). This ordinance is drafted to provide for ease of enforcement for officers, and to ensure that no scientific or technical criteria are required for an officer to prove his case. Virginia Code § 46.2-1049 requires exhaust systems to “prevent excessive or unusual levels of noise”; but it does not define “excessive or unusual noise.” This ordinance borrows from the language of a Virginia Beach ordinance that the Virginia Supreme Court upheld in *Va. Beach v. Murphy*, 239 Va. 353, 354, 389 S.E.2d 462, 462 (1990), which prohibited noise that would “unreasonably disturb or annoy the quiet, comfort or repose of any person.

¹ 2022 Va. HB 632; 2022 Va. Ch. 490.

² Before July 1, localities throughout Virginia were generally authorized to regulate loud exhaust from vehicles, but only if (1) the vehicle was “a motorcycle, moped, or motorized skateboard or scooter”; (2) the noise level was “hazardous to the health and well-being of its citizens”; and (3) the vehicle was not stopped by the law enforcement officer for violation of the ordinance. Va. Code § 15.2-919 (repealed July 1, 2022 by H.B. 632). Additionally, prior to prior to July 1, 2022, Virginia Code § 46.2-1051 permitted more expansive powers to localities, but only if they were in the Northern Virginia Planning District.

If you have any questions, please do not hesitate to let me know. It is a privilege to serve the Council.

Kind Regards,



Eric M. Lansing
Town Attorney

Enclosures: Draft ordinance to regulate loud exhaust systems

MOTION: _____

SECOND: _____



(Date) _____
Regular Meeting
Ord. No. _____

ORDINANCE OF THE TOWN OF AMHERST

AN ORDINANCE AMENDING THE CODE OF THE TOWN OF AMHERST, VIRGINIA, CHAPTER 20 (TRAFFIC AND VEHICLES), ARTICLE I (IN GENERAL), BY ENACTING THEREIN § 20-11 (LOUD EXHAUST PROHIBITED), TO PROHIBIT EXCESSIVE OR UNUSUAL LEVELS OF NOISE FROM VEHICLES.

WHEREAS, §§ 15.2-1427 and 15.2-1433 of the Code of Virginia, 1950 enables a local governing body to adopt, amend and codify ordinances or portions thereof;

WHEREAS, § 46.2-1051 of the Code of Virginia enables any town to regulate noise from a vehicle operated on a highway that is not equipped with a muffler and exhaust system conforming to the law;

WHEREAS, article IX, § 1, clause 25 of the Charter of the Town of Amherst empowers the Town Council more generally “to regulate the use of automobiles and other automotive vehicles upon the streets,” provided that such regulations as “not prohibited by general law”;

WHEREAS, article IX, § 1, clause 17 of the Town Charter empowers the Town Council to “pass and enforce all . . . ordinances which it may deem necessary for the good order and government of the town . . ., and to do such other things and pass such other laws as may be necessary or proper to carry into full effect all powers . . . [of the] town”;

WHEREAS, the Town Council deems this ordinance necessary for the good order and government of the Town;

WHEREAS, the full text of this amendment was available for public inspection in the Amherst Town Hall, at 174 S. Main Street, Amherst, VA 24521; and

WHEREAS, on _____ (date), a public hearing was held on this matter, and all of those wishing to speak on this topic were heard;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF AMHERST, that Chapter 20 (Traffic and Vehicles), Article I (In General), § 20-11 of the Amherst Town Code is hereby amended as follows:

Sec. 20-11. – Loud exhaust prohibited.

- A. Every vehicle driven on a public highway of the Town shall be equipped with a muffler and exhaust system in good working order and in constant operation to prevent excessive or unusual levels of noise. No person shall drive a vehicle on a public highway, and no owner of a vehicle shall permit or allow his vehicle to be driven on a public highway, unless the vehicle's muffler and exhaust system conform to the foregoing requirements.
- B. Definitions:
 - 1. "Excessive or unusual levels of noise" mean any noise of such intensity as to unreasonably disturb or annoy the quiet, comfort, or repose of any person.
 - 2. "Exhaust system" means all the parts of a vehicle through which the exhaust passes after leaving the engine block, including mufflers and other sound dissipative devices.
- C. Deemed violations:
 - 1. Every muffler and exhaust system that fails to conform to the requirements of Virginia Code §§ 46.2-1047 and 46.2-1049 shall be deemed in violation of this Section.
 - 2. Any vehicle equipped with chambered pipes shall be deemed in violation of this Section.
- D. Pursuant to Subsection B of Virginia Code § 46.2-1051, a law enforcement officer may stop a motor vehicle for a violation of this ordinance.
- E. It shall be an affirmative defense that the vehicle (1) is an antique motor vehicle licensed pursuant to 35 § 46.2-730, provided that the engine is comparable to that designed as standard factory equipment for use on that particular vehicle, and the exhaust system is in good working order, or (2) is a converted electric vehicle.



The foregoing Ordinance was adopted on the ____ day of _____, _____.

D. Dwayne Tuggle, Mayor

ATTEST:

Clerk of Council

TOWN OF AMHERST
APPLICATION FOR APPOINTMENT TO STANDING BOARDS, COMMISSIONS,
AND AUTHORITIES

The following biographical information has been requested by the Amherst Town Council on each nominee for Council appointment. When completed, please return to: Town of Amherst

Attn: Clerk of the Council

P.O. Box 280, 174 South Main Street, Amherst, VA 24521

Email: vicki.hunt@amherstva.gov.

Authority, Board, or Commission (check all you wish to apply for):

☐ Planning Commission

☐ Property Maintenance Investigation Board

☒ Board of Zoning Appeals

☐ Town/Sweet Briar Sewer Use Advisory Commission

☐ Industrial Development Authority

Full Legal Name: SHANNAN Combs CARTER

Mailing Address: 184 Sunset Dr. Amherst, VA

Home Address: 184 Sunset Dr. Amherst, VA

E-mail Address: Sunsetlogistics@yahoo.com

Phone No: Office _____ Work: _____

Length of time at present address: 25 years

Are you over the age of 18? YES

Employer Name: Country Cottage Address: 180 S Main Street

Current employment position: OWNER

List specific information which might qualify you for this appointment: Born & raised in the town for 44 years. I am a business owner.

Why are you interested in serving as a member of this authority, board or commission?

I want good things for Amherst, and wanting it to grow in a positive way.


Signature of Applicant

6/30/22
Date