

AMHERST TOWN COUNCIL
AGENDA – WEDNESDAY, AUGUST 14, 2019
Meeting at 7:00 p.m.
Town Hall, 174 S. Main Street, Amherst, VA 24521

- A. Call to Order for the Town Council– 7:00 p.m. - Mayor Tuggle**
- B. Pledge of Allegiance** - *I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.*
- C. Invocation** - *Any invocation that may be offered before the official start of the Amherst Town Council meeting shall be the voluntary offering to, and for, the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by Council and do not necessarily represent the religious beliefs or views of the Council in part or as a whole. No member of the audience is required to attend or participate in the invocation, and such decision will have no impact on their right to participate actively in the business of the Council. Copies of the policy governing invocations and setting forth the procedure by which a volunteer may deliver an invocation are available upon request at the Town Hall.*
- D. Public Hearings and Presentations**
- 1. Public Hearing on lease of property at Brockman Industrial Park (Pgs. 1-9)–** *A public hearing has been set and advertised for a lease of property by Atlantic Coast Pipeline, LLC for approximately 49 acres, generally known as Tax Map number 96-5-15, and located at the end of Brockman Park Drive for a period of two years with possible extensions. Staff recommends a motion by Council to authorize the Town Manager to execute the lease.*

BRIEF RECESS TO ALLOW THOSE PRESENT SOLELY FOR ACP HEARING TO DEPART

- 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. 10-13) –** *Draft of the July 10, 2019 meeting minutes are **attached**. Please let Vicki Hunt know of any concerns by Wednesday morning such that any needed corrections can be presented at the meeting.*
- G. Correspondence and Reports**
- 1. Staff Reports (Pgs. 14-23)**
- a. Town Manager Monthly Report - **attached**
 - b. Police Chief Monthly Report - **attached**
 - c. Office Manager Monthly Report - **attached**
 - d. Clerk of Council Monthly Report- **attached**
 - e. Public Works Monthly Reports- **attached**
 - f. Town Attorney Monthly Report – **attached**
- 2. Council Committee Reports**
- a. Finance Committee – *Mrs. Carton*
 - b. Community Relations – *Mrs. Ogden*

c. Utilities Committee – *Mr. Watts*

3. Other Reports (Pgs. 24-30)

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

H. Discussion Items

- 1. **Comcast Franchise (Pgs. 31-51)-** *Sara Carter- The Town’s franchise agreement with Comcast has expired. Comcast has approached the Town about renewing the franchise and has made additional provisions for connections within the Town based upon the Town’s comments. The franchise agreement is adopted by resolution, which is attached, along with the draft agreement.*
- 2. **Appointments to the Industrial Development Authority and Board of Zoning Appeals (Pgs. 52)-** *Sara Carter- There are two expiring terms for the above referenced groups. Staff requests Council appoint members to each group.*
- 3. **Set Public Hearing for proposed Parking Ordinance changes (Handouts)-** *Tom Berry- Mr. Berry has revised Parking Ordinances suggestions for Council’s consideration in order to set a public hearing for next month.*

I. Matters from Staff

J. Matters from Town Council

K. Anticipated Town Council Agenda Items for Next Month

L. Citizen Comments

M. Adjournment

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (the “Agreement”), made and entered into effective as of August 15, 2019 (the “Effective Date”), by and between THE TOWN OF AMHERST, a town incorporated in the Commonwealth of Virginia, 174 South Main Street, Amherst, Virginia 24521 (collectively and individually herein referred to as the “Owner”), and ATLANTIC COAST PIPELINE, LLC, a Delaware limited liability company, of 120 Tredegar Street, Richmond, Virginia 23219 (the “Company”).

WHEREAS, Owner hereby represents and warrants that it owns all legal and beneficial right, title and interest in and to that certain real property located in Amherst County, Virginia, containing forty nine (49) acres more or less, having the Tax Map. No. 96-5-15 and commonly referred to as Lot 15 Brockman Park Drive, Amherst, Virginia 24521, all as more particularly shown on the Exhibit A attached hereto and made a part hereof by this reference, together with all improvements, rights, privileges, ingress and egress, and other easements appurtenant thereto, (the “Property”);

WHEREAS, Company desires to obtain an option to lease the Property comprising approximately 49 acres as shown on Exhibit A (the “Leased Property”) as a contractor office, shop, equipment and materials storage yard and for such other related purposes Company may determine from time to time in the future;

In consideration of the Leased Property and the mutual promises made in this Agreement, the receipt and sufficiency of such consideration are hereby acknowledged, Owner and Company agrees as follows:

1. Lease Option.

a. Grant of Lease Option. Pursuant to the terms and conditions in this Agreement and in exchange for the payment of the Option Payment (as defined below), Owner grants to Company an exclusive option to lease the Leased Property during the term and upon the conditions set forth herein below at paragraph 2 of this Agreement (the “Option”). Company may exercise the Option at any time from and after the Effective Date until November 13, 2019 (the “Option Period”), subject to the terms of this Agreement.

b. Consideration for Option. Company will pay Thirty Thousand and 00/100 Dollars (\$30,000.00) to Owner in consideration of Owner granting Company the Option (the “Option Payment”). The Option Payment will be paid no later than ten (10) days after the Effective Date and is not refundable.

c. Exercise of Option. If Company elects to lease the Leased Property pursuant to the Option, Company will provide written notice to Owner indicating that Company is exercising the Option prior to the end of the Option Period (the “Option Exercise Notice”). Company will have the right, but not the obligation, to exercise the Option at any time during the Option Period. Company must exercise its rights under the Option, if at all, prior to the expiration of the Option Period. Upon the expiration of the Option Period, all rights granted to Company solely pursuant to the Option will automatically terminate.

d. Removal of Owner Personnel and Property. Owner shall have five (5) days from the date on which it is delivered the “Option Exercise Notice” to remove from the Leased Property all Owner personnel and property, to include, without limitation, any stored documents, equipment or hazardous materials (HAZMAT).

e. Right of Access; Environmental Site Assessment. During the Option Period, Company and its duly authorized agents, contractors, representatives and employees, shall have the right during the Option Period, to enter in and upon the Property, at their own risk, and upon reasonable notice to the Owner, to make survey and measurements thereof, to inspect any building located upon the Property, to make core drillings, to take soil samples, and to make such environmental, archaeological or other studies and investigations as the Company may deem necessary and appropriate for its needs and evaluations. Company shall indemnify, defend and hold Owner and the Premises harmless from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements), suffered or incurred by Owner and arising out of or in connection with (1) Company's and/or its representatives' entry upon the Premises, (2) any investigations or other activities conducted thereon by Company or its representatives, (3) any liens or encumbrances filed or recorded against the Premises as a consequence of the investigations or any and all other activities undertaken by Company or its representatives, and/or (4) any and all other activities undertaken by Company or its representatives with respect to the Premises, which obligation shall survive the termination of this Agreement.

2. Lease. If Company elects to exercise the Option, the lease of the Leased Property, together with the right to ingress and egress to and from the Leased Property along any acceptable roadway or public highway, as may be mutually agreed upon by Owner and Company, shall be on the following terms and conditions:

a. Term. The Lease shall commence on the date specified in the Option Exercise Notice, which date shall be on or before the expiration of the Option Period (the "Commencement Date") and shall continue for a period of Twenty-four (24) months (the "Initial Term"). The Lease shall renew, at the option of Company, for an additional term of Twelve (12) months, such term herein referred to as the "Renewal Term." The "Term" means the Initial Term and the Renewal Term, if any. If Company desires to extend the Lease for the Renewal Term, Company shall notify Owner in writing at least sixty (60) days prior to the expiration of the Initial Term. If the Lease is extended, the Lease will extend on the same terms and conditions set forth herein.

b. Rent. Company agrees to pay the aggregate annual sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) per year for the Initial Term, and for the Renewal Term, if any, without demand, offset or reduction, to Owner, as gross annual rent for the Leased Property (collectively and individually referred to herein as the "Rent"). The rent shall be payable in four (4) equal installments of Seventy Five Thousand and 00/100 Dollars (\$75,000.00) from the Commencement Date and each three (3) months thereafter until the conclusion of the Initial Term. During the Renewal Term, if any, rent shall also be payable in four (4) equal installments of Seventy Five Thousand and 00/100 Dollars (\$75,000.00) beginning on the first date of the Renewal Term and each three (3) months thereafter until the end of the Renewal Term, unless the Agreement is terminated as set forth herein. If Company does not pay Rent or any other sum due hereunder within ten (10) days after its due date, Owner may collect an additional amount, constituting a late charge equal to five percent (5%) of any amount not paid. The failure to exercise this right at any time or times shall not be deemed a waiver of the right to collect such a late charge at any other time.

c. Access and Permitted Uses. Owner covenants and agrees that Company shall have exclusive rights of use and occupancy of the Leased Property twenty-four (24) hours per day, seven (7) days per week and 365 days per year during the Term. Company shall also have a non-exclusive right to use and maintain any roadway that Owner and Company may mutually agree upon to facilitate Company's permitted use of the Leased Property. Company may use the Leased Property during the Term for the storage of materials, a pipe yard, temporary offices, staging area, parking area and any other

activities or uses reasonably associated with Company's activities. Company, upon payment of the Rent and performance of the terms, conditions and covenants contained herein, shall peacefully and quietly have, hold and enjoy the Leased Property during the Term. Owner retains the right to inspect the Leased Property at any time during the Term provided that Owner give forty-eight (48) hours' advance written notice of its intent to come on to said property to the person the Company may so designate, in writing, to receive said notice so that Company's designated representative may accompany Owner during its inspection of the Leased Property on any such date(s) and time(s) mutually agreed upon by the parties for the performance of Owner's inspection.

d. Insurance and Indemnity. Company shall insure its personal property and agrees to procure and maintain commercial general liability insurance against claims for personal injury and property damage arising out of or connected with Company's use, possession and operation of the Leased Property with a \$2,000,000.00 limit. Notwithstanding the forgoing, Company may elect to provide the insurance(s) required pursuant to this section through self-insurance. **Company shall provide certificate of insurance to Owner for liability insurance.** Unless caused by the sole negligence or willful or wanton conduct of Owner, or as otherwise provided herein, Company agrees to indemnify Owner from and against all claims, losses, demands, damages, causes of action, suits, and liability of every type and character, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damages to any property, arising out of or in connection with the exercise of Company's rights on the Leased Property pursuant to this Agreement.

e. Taxes. Company shall be responsible for all personal property and business taxes imposed by any taxing authority for all property owned by Company and all activities of the Company on the Leased Property.

f. Assignment and Subletting. Company may not assign this Lease or sublet any portion of the Leased Premises without the prior written consent of the Owner **which approval will not be unreasonably withheld.**

g. Maintenance; Repairs; Improvements.

i. Company represents that as of the Commencement Date, it has inspected the Leased Property and agrees to accept the Leased Property and any fixtures or equipment situated thereon in its present condition. Company agrees, at its own expense, to either coordinate or conduct a videotaped inspection depicting the condition of the Leased Property and any fixtures or equipment situated thereon as of the Commencement Date.

ii. Owner, at its own expense, shall be responsible for the maintenance and upkeep of all underground utilities servicing the Leased Property to include, without limitation, all water, sanitary sewer, storm drain and gas lines in accordance with applicable laws, regulations, rules and orders; and **provided that Owner has reviewed and inspected any and all present or future improvements.**

iii. Owner shall not be obligated to repair or incur any cost to remediate any Company caused damage or deficiency to the Leased Property and to the extent that Owner does incur any such cost it may demand reimbursement from the Company. Moreover, Owner shall not be obligated to repair or replace any improvements or alterations to the Leased Property made by Company.

iv. Company shall make no improvements or modifications to the Leased Property without Owner's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. **Company shall provide owner with any and all sites plans and/or construction plans for review by Owner.**

v. Subject to applicable laws, regulations, rules and orders, Company agrees to surrender the Leased Property at the termination of this Lease with the Company installed improvements to remain. No third party liens shall be attached to any improvements that remain. Company shall surrender the Leased Property lien free and with no encumbrances to title resulting the exercise of Company's rights hereunder.

h. Utilities.

i. Services Provided by Company. Company shall be responsible for all costs incurred to provide heating/ventilation/cooling, electrical, water/sewer, internet service and trash removal/dumpster maintenance and removal at or to the Leased Property.

ii. Interruptions. There shall be no abatement of Rent and Owner shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption, or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other causes beyond Owner's reasonable control.

i. Environmental Indemnity.

i. Owner hereby releases and agrees to indemnify, defend and hold harmless Company, its employees, agents and/or invitees from and against any and all claims, actions, injuries, costs, damages, liability and expense (including reasonable attorneys' fees and costs) arising at any time whatsoever under any and all federal, state and/or local laws, regulations, ordinances or administrative orders, in connection with any toxic waste, hazardous materials, petroleum or petroleum by-products or underground storage tank contamination on, under or about the Leased Property, except for contamination on, under or about the Leased Property caused by Company, its agents and/or invitees, in its use of the Leased Property during the Term of the Lease or as a result of Company's failure to comply with its obligations with respect to the maintenance and upkeep of any above ground storage tanks on the Leased Property. Owner's obligations under this section shall survive the expiration or earlier termination of the Lease.

ii. Owner agrees to indemnify, defend, protect, and hold harmless Company from and against any liabilities, obligations, claims, damages, costs and expenses incurred by or asserted against Company by reason of (a) any injury to or death of persons or loss of or damage to property occurring on or about the Leased Property or the adjoining sidewalks or streets caused by the sole negligence or willful act or omission of Owner or any of Owner's agents or employees, (b) any release or discharge of Hazardous Materials on, at, or under the Leased Property or any adjoining premises, except to the extent such release or discharge arises out of Company's use of the Leased Property pursuant to this Agreement, and (c) any failure on the part of Owner to comply with any of the terms of this Agreement. Indemnity damages include, but are not limited to, Company's attorney's fees, costs, and expenses.

iii. Company agrees to indemnify, defend, protect, and hold harmless Owner from and against any liabilities, obligations, claims, damages, costs and expenses incurred by or asserted against Owner by reason of (a) any injury to or death of persons or loss of or damage to property occurring on or about the Leased Property or the adjoining sidewalks or streets caused by the negligence or willful act or omission of Company or any of Company's agents or employees, (b) any release or discharge of Hazardous Materials on, at, or under the Leased Property or any adjoining premises to the extent such release or discharge arises out of Company's use of the Leased Property pursuant to this Agreement, and (c) any failure on the part of Company to comply with any of the terms of this Agreement. Indemnity damages include, but are not limited to, Owner's attorney's fees, costs, and expenses.

As used in this Agreement, the term “Hazardous Materials” shall mean any substance which is or contains: (i) any “hazardous substance” as now defined in Section 101 (14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. 9601, et seq.) or any regulations promulgated under CERCLA; (ii) any “hazardous waste” as now defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.) or regulations promulgated under RCRA; (iii) any substance currently regulated by the Toxic Substances Control Act (15 U.S.C. 2601, et seq.); (iv) gasoline, diesel fuel or other petroleum hydrocarbons in amounts that would materially and adversely affect Owner’s future use or occupancy of the Property or Owner’s liability on account of its possible future ownership of the Property; (v) asbestos and asbestos containing materials, in any form, whether friable or nonfriable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are presently classified or considered to be hazardous or toxic under applicable environmental laws.

j. Traffic Limitation. Other than in case of emergency, Company agrees to minimize and otherwise restrict the movement of heavy equipment to and from the Leased Property on State Route 60 during the hours of 7-9am and 2:15-3:00pm, Monday through Friday. For the avoidance of doubt this restriction does not apply to passenger vehicles, vans and trucks, but only applies to those vehicles classified as commercial vehicles under State Code § 46.2-341.4, other than buses that may be used to transport workers, which are allowed without any time limitation.

k. Default. If Company (a) shall fail to pay Rent or any other charges due hereunder within ten (10) days after written notice from Owner that such payment is past due, (b) shall breach or violate any of the covenants, conditions or agreements herein and Company has not commenced to cure such breach or violation within thirty (30) days after written notice thereof from Owner and does not diligently pursue the cure of such breach or violation thereafter, or (c) shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future bankruptcy law or any other present or future applicable federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Company or of all or any substantial part of its properties or of the Leased Property, then and in any of such events, at Owner’s option, the Lease shall cease and automatically terminate in which event Owner may proceed to recover possession of the Leased Property. Company shall have thirty (30) days from the date of any such termination to enter the Leased Property to remove any of Company’s property remaining on the Leased Property. Any property remaining after the expiration of the said thirty (30) days shall become the property of the Owner.

l. Termination. Company shall have the right at any time during the Renewal Term, if any, of the Lease to cancel or terminate the Lease upon thirty (30) days written notice to the Owner; provided, however, that upon delivery of such notice of cancellation or termination, Company shall be immediately responsible to pay the full remaining, unpaid Rent payment for the given Term within thirty (30) days of such notice. Upon termination, the Company shall have sixty (60) days in which to remove any equipment or other materials stored by Company on the Leased Property. Owner shall be compensated for any additional time beyond the sixty-day removal period that Company needs for the removing of equipment and the cleanup of the premises, such sum to be equal to the prorated amount of the Rent for the given Term as set forth in the terms of this Agreement.

m. Additional Provisions.

i. Notices. Except as otherwise prescribed herein, notices to be provided pursuant to this Agreement shall be in writing and delivered by hand, certified mail, return receipt requested, or via

a recognized overnight courier service, to the address listed below, or to such other address as a party may designate to the other:

Owner: TOWN OF AMHERST
Address: P O Box 28
Amherst, Virginia 24521

Company: ATLANTIC COAST PIPELINE, LLC
Address: 120 Tredegar Street
Richmond, Virginia 23219
Attention: Land Manager

With a copy to: DOMINION ENERGY SERVICES, INC.
120 Tredegar Street
Richmond, Virginia 23219
Attention: Law Department – Commercial Transactions

ii. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture of Owner and Company or to create any other relationship between the parties hereto other than that of tenant and landlord.

iii. Severability. If any provision of this Agreement shall be held to be invalid, whether generally or as to specific facts or circumstances, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement, which shall continue in full force and effect.

iv. Headings. The section headings of this Agreement are for convenience only and do not alter or amend the provisions of this Agreement.

v. Miscellaneous. This Agreement will be construed, interpreted governed **and enforced** by the laws of the Commonwealth of Virginia applicable to agreements made and to be performed in such jurisdiction. This Agreement, including the exhibits incorporated herein, constitutes the entire agreement between Owner and Company and its terms and provisions may not be modified or amended in any manner except by a written agreement executed and delivered by an authorized representative of each of the parties hereto, or their respective successors. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Any and all observations and representations by either the parties or their agents made during negotiations prior to the execution of this Agreement not contained in the terms and provisions of this Agreement will not be binding upon either of the parties. This Agreement constitutes a covenant running with the land and will be binding on, and inure to the benefit of the parties hereto and their respective successors and assigns.

vi. Memorandum. Upon the request of Company, Owner agrees to execute: (a) a Memorandum of Option that has the effect of giving notice to the general public that an option to lease binding on the Property has been executed; and (b) a Memorandum of Lease with respect to the Leased Property which has the effect of giving notice to the general public that a lease binding on the Leased Property has been executed, either or both of which Company may record at its expense.

vii. Governing Law: This agreement shall be governed by and construed pursuant to the laws of the Commonwealth of Virginia.

Attorney Fees: If any action is instituted by either party to this Agreement to enforce any of the terms hereof, the prevailing party shall be entitled to receive from the non-prevailing party its reasonable attorney's fees, expert witness fees, costs and expenses incurred in such action.

IN WITNESS WHEREOF, Owner and Company have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

OWNER:

TOWN OF AMHERST
a town incorporated in the Commonwealth of Virginia

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____ to-wit:

COMPANY:

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____ as _____ and authorized representative of the Town of Amherst, a town incorporated in the Commonwealth of Virginia, personally appeared before me in the aforesaid jurisdiction on behalf of said company and did acknowledge that he/she signed, sealed and delivered the foregoing instrument as his/her voluntary act and deed of said corporation for the purposes herein contained. He/She is personally known to me or produced _____ as identification.

Notary Public

My commission expires: _____

(AFFIX SEAL)

Registration #: _____

Company:

ATLANTIC COAST PIPELINE, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE/Commonwealth of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by _____ as _____ and authorized
representative of ATLANTIC COAST PIPELINE, LLC, who personally appeared before me in the
aforesaid jurisdiction on behalf of said corporation and did acknowledge that he/she signed, sealed and
delivered the foregoing instrument as his/her voluntary act and deed of said corporation for the purposes
herein contained. He/She is personally known to me or produced
_____ as identification.

Notary Public

My commission expires: _____

(AFFIX SEAL)

Registration #: _____

Mayor D. Dwayne Tuggle called a regular monthly meeting of the Amherst Town Council to order July 10, 2019, 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	Kenneth G. Bunch
P	Rachel A. Carton	P	Sarah B. Ogden
P	Kenneth S. Watts	P	Janice N. Wheaton

Also present were the following staff members:

Sara E. Carter	Town Manager		Robert A. Shiflett, II	Chief of Police
W. Thomas Berry	Town Attorney		Gary Williams	Director of Plants
Vicki K. Hunt	Clerk of Council		Becky L. Cash	Lead Water Operator
Tracie L. Wright	Office Manager			

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

Mayor D. Dwayne Tuggle opened the floor for citizen comment.

Clifford Hart, Amherst, VA came forward to thank Chief Shiflett for the hard work and success on the First Responders Parade and Celebration, and suggested that additional advertisement postings of any future events might be beneficial in order to give more people an opportunity to learn of and attend the events.

Office Manager Wright gave a brief report on an amendment to the FY19 capital improvement budget, that would, if approved, appropriate funds for capital purchases from the Town reserve over 1% of the Town’s FY19 Expenditure budget, pursuant to §15.2-2507 of the Code of Virginia. Funds include purchase of land and building (Police Building and Town Park \$226,772.77) and planning grants (Virginia Brownfields Grant \$50,000).

Mayor Tuggle opened a duly advertised public hearing at 7:05 PM, on proposed amendment to the FY19 capital improvement budget for funds appropriated for capital purchases from the Town reserve over 1% of the Town’s FY19 Expenditure budget, pursuant to §15.2-2507 of the Code of Virginia.

There being no one present who wished to speak on the matter, the public hearing was closed at 7:06 PM.

Mr. Watts made a motion that was seconded by Ms. Carton to adopt the proposed amendment to the FY19 capital improvement budget for funds appropriated for capital purchases from the Town reserve over 1% of the Town’s FY19 Expenditure budget, pursuant to §15.2-2507 of the Code of Virginia, as recommended by staff.

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

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

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

Derrick Brown, Chief Executive Officer, and Sabrina Marth, Chief Development and Operations Officer, came forward on behalf of Iron K Lives to request Town Council support for the 2020 IRON 5k Run/Walk event that would occur on April 19, 2020, from 3pm to 5pm. Mr. Watts made a motion that was seconded by Mr. Bunch to endorse the event with the understanding that IRON would fully fund sufficient traffic control for the activity as required by Police Chief Shiflett. After discussion, the motion carried 5-0 with Mmes. Carton, Ogden, Wheaton and Messrs. Watts and Bunch voting “Aye.”

Mrs. Carton made a motion that was seconded by Mrs. Ogden to approve the minutes from the June 12, 2019, meeting as presented. After discussion the motion carried 4-1 as follows:

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

Mrs. Carton made a motion that was seconded by Mr. Watts that Town Council will proceed and agree that the Minutes of any public meetings held by the Council, Boards, Committees and/or Commissions will continue in the same format that has been in effect to date and, to note that the Minutes will reflect those actions taken by that appropriate body overseeing the public meeting at that time. After discussion, the motion carried 5-0 with Mmes. Carton, Ogden, Wheaton and Messrs. Watts and Bunch voting “Aye.”

After a report by Town Manager Carter, Mr. Bunch made a motion that was seconded by Mrs. Carton to authorize Town Manager Carter to accept Change Order Proposal #2 from Anderson Construction, Inc., in the amount of \$10,614.77 to repair unforeseen cracks in the walls and influent trough of sedimentation basin #1 that are preventing the grouting of the basin floor required for installation of the sludge collector, as recommended by staff, and to authorize Town Manager Carter to execute Change Order No. 2 as it relates to the project.

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

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

Mr. Watts made a motion that was seconded by Mr. Bunch to appoint a series of individuals to the boards for the terms listed below subject to their willingness to continue serving. After discussion, the motion carried 5-0 with Mmes. Carton, Ogden, Wheaton and Messrs. Watts and Bunch voting “Aye.”

Board	Appointed	Term of Office
Planning Commission	Clifford Hart	7/1/2019 - 6/30/23 (4 years)
Planning Commission	William Jennings	7/1/2019 - 6/30/23 (4 years)
Industrial Development Authority	Richard Wydner, Jr.	7/1/2019 - 6/30/23 (4 years)

Town Manager Carter gave a report on proposed amendments to Amherst Town Code Section 20-75, that would, if approved, focus on commercial vehicles that are parked on the street overnight, prohibit blocking the bicycle lanes, and define commercial vehicles. By consensus, Town Attorney Berry is directed to make further revisions to the proposed ordinance for presentation. Further discussion is deferred to the August meeting.

After a report by Town Manager Carter on staff recommendations for park property on Scott’s Hill Road consisting of multi-use trails, picnic and recreation space, and potential of future dog off-leash area, and presentation of a proposed plan of action for development of park property, Mr. Watts made a motion that was seconded by Mrs. Ogden to allow Town Manager Carter to proceed with the plan of action as presented to include interaction with School Superintendent Dr. Arnold as recommended by staff. After discussion, the motion carried 4-1 as follows:

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

Lead Water Operator Cash reported that the Town’s Water Treatment Plant (WTP) received a report from the health department on the recently completed water quality sampling for lead and copper. The results showed that a few homes had elevated levels that exceeded the lead action level set by EPA of 0.015 mg/L. Citizens will receive a Community Waterworks Public Education Consumer Notice with information on lead and copper that also contains a request seeking individuals in the Town of Amherst whose homes were built between 1982-1986 with copper plumbing to become approved lead and copper sampling sites.

Mayor D. Dwayne Tuggle opened the floor for citizen comment. No comments were made.

At 8:08 PM Mrs. Carton made the following motion that was seconded by Mr. Bunch and carried 5-0 with Mmes. Carton, Ogden, Wheaton and Messrs. Watts and Bunch voting in favor: I move that the Town Council convene in closed session, pursuant to § 2.2-3711.A.1, 2.2-3711A.3, § 2.2-3711A.5, and § 2.2-3711A.7 of the Code of Virginia, for the purpose of discussing a possible lease of Town property for an economic development prospect where no previous announcement has been made, for the purpose of a legal counsel briefing pertaining to probable litigation, and personnel for disciplining of specific public officers.

Mayor Tuggle adjourned the meeting at 8:09 PM.

Mayor Tuggle reconvened the meeting in closed session at 8:15 PM. It was noted that a quorum was present as follows:

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

At 9:19 PM Mrs. Carton made the following motion: I move that the Town Council return to open session and certify to the best of each member’s knowledge that (i) only public business matters lawfully exempted from open meeting requirements under Title 2.2, Chapter 37 and §15.2-2907 of the Code of

Virginia and (ii) only such public business matters as were identified in the motion by which the closed session was convened were heard, discussed or considered in the session.

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

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

Mrs. Carton made the following motion that was seconded by Mr. Watts: I make a motion that the council shall judge of the election, qualification, and returns of its members; may fine them for disorderly conduct, and, with the concurrence of two-thirds, expel a member and at this time this member would be Ms. Wheaton.

The motion carried 4-1 via the roll call method as follows:

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

Mr. Bunch made a motion that was seconded by Ms. Ogden to hold a public hearing at its next meeting on August 14, 2019, to lease an approximate 45 acre parcel in L. Barnes Brockman, Sr. Business and Industrial Park to Dominion Energy, for the purpose of storing equipment and transporting workers to Nelson and Buckingham counties, as recommended by staff. The motion carried 4-0 with Mmes. Carton, Ogden and Messrs. Watts and Bunch voting “Aye,” and one seat vacant.

There being no further business, the meeting adjourned until August 14, 2019, at 7:00 pm on motion by Mrs. Ogden seconded by Mrs. Carton at 9:23 PM. The motion carried 4-0 with Mmes. Carton, Ogden, and Messrs. Watts and Bunch voting “Aye,” and one seat vacant.

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: Tracie Wright
Date: July 3, 2019
Re: FY19 Budget Amendment

Throughout the FY19 Budget year the Town has appropriated funds for capital purchases that total over \$275,000. This amount includes:

Description	Line Item	Total
Purchase of New Police Building	100-4-94000-8000	\$226,772.77
Purchase of Town Park	Purchase of Land/Building	
Pass through of Virginia Brownfields Grant	100-4-81100-5701 Planning Grants	\$50,000

Per Town Council approval these purchases will bring the amended General Fund expenditure budget for FY19 to \$1,405,815.77.

Thank You.

Town Manager's Report for the August 14, 2019 Town Council Meeting

Committee	Report
A. Industrial Development Authority	No meeting/no report
B. Planning Commission	No meeting/no report
C. Board of Zoning Appeals	No meetings/no report
D. Property Maintenance Investigation Board	No meetings/no report
E. Community Relations Committee	No meetings/no report
F. Finance Committee	No meetings/no report
G. Utilities Committee	No meetings/no report
H. Personnel Committee	No meetings/no report
I. Town/Sweet Briar Sewer Use Advisory Commission	No meetings/no report
J. Lynchburg Regional Business Alliance	Speaker at Event on July 23, 2019
K. Central Virginia Planning District Commission	Full Board meeting July 18, 2019 Executive Committee meeting August 8, 2019



AMHERST POLICE DEPARTMENT



MONTHLY REPORT

July 2019

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

CALLS FOR SERVICE	NUMBER
MOTORIST ASSIST	19
ALARM	24
PHONE COMPLAINT	34
BOLO	16
MISSING PERSON	
SHOPLIFTING	1
PROBLEM WITH OTHERS	7
DOMESTIC	1
CHECK WELFARE	4
NOISE OR DOG COMPLAINT	2
TRAFFIC CRASH	5
EMS CALLS	2
SUDDEN DEATH	
SUSPICIOUS PERSON	7
FUNERAL TRAFFIC	
OTHER	88

OFFICER INITIATED	NUMBER
BUILDING CHECKS	119
BUSINESS VISIT	61
BUILDING SEARCH	5
TRAFFIC SUMMONS	31
DRUNK IN PUBLIC	
EXTRA PATROLS	317
WARRANT SERVICE	5
PROPERTY WALK AROUNDS	41
WARRANTS OBTAINED	4
PARKING TICKETS	
MISD. INVESTIGATION	4
FELONY INVESTIGATION	6
NARCOTICS INV.	4
SEARCH WARRANT	
PUBLIC RELATIONS	4
CITIZEN CONTACT	210

WARNINGS	NUMBER
SPEEDING	5
EQUIPMENT VIOLATION	10
RECKLESS DRIVING	
SUSPENDED LICENSE	
INSPECTION/REGISTRATION	3
SEAT BELT / TEXTING	
ALL OTHER VIOLATIONS	3

TRAFFIC STOPS TICKETED	NUMBER
SPEEDING	24
EQUIPMENT VIOLATION	
RECKLESS DRIVING	5
SUSPENDED LICENSE	2
INSPECTION/REGISTRATION	
SEAT BELT / TEXTING	
ALL OTHER VIOLATIONS	6

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

OTHER	NUMBER
ASSIST OTHER OFFICER	19
ASSIST OTHER AGENCY	29
COURT	6
REPORTS	6
SCHOOL / TRAINING	
MEETINGS	8
TOWED / IMPOUNDED VEH	



AMHERST POLICE DEPARTMENT

MONTHLY REPORT



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

Calls for service- 276.

Miles patrolled- 7,484.



TOWN OF AMHERST

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

To: Town Council
From: Tracie Wright
Date: August 8, 2019
Re: July 2019 Monthly Report

Utilities – 1151 bills were cut totaling \$168,719.74

A/P – A total of 46 checks were cut totaling \$78,735.69 for July 2019 bills.

Meals and Beverage Tax – 15 Businesses paid \$43,796.44 in Meals and Beverage Tax for the month of June. With the Meals and Beverage Tax increase budgeted for this fiscal year, we anticipated \$495,000 in revenue. Due to an incorrect posting of a payment, our final revenue total came in at \$502,094.33. We did good on our first year with the increase.

Taxes – After a few more bank lien processes and DMV stop payments, our outstanding balances for 2018 License Fees are down to \$2,227.65.

Business License – Business License applications and payments were due May 1, 2019. Any applications and payments received after May 1st will have a 10 percent penalty added and interest added starting June 1, 2019. We received a few payments based on the assessments that Dee mailed out the beginning of July. Bank liens were applied to all other outstanding payments on August 7, 2019.

Clerk of Council June 2019 Report

Committee Meetings

Town Council

Receive and review agenda packet for 7-10-19 meeting; post agenda packet to website; prepare for and attend meeting; draft minutes for approval; post to Town website

Quorums: Confirm cancellation of meetings with Planning Commission and Industrial Development Authority, confirm quorum for Town Council meeting.

Town Website Maintenance and Management

- Maintain, create and update content including but not limited to:
 - Agendas and Minutes
 - Public Hearing notices with details
 - Update Calendars, Hot Topics, News Room items including:
 - Trooper Dowell Bridge Dedication
 - Council Member Expulsion Council Statement
 - Application Information for Town Council Member

Town Facebook Administrator

Post to Town's Facebook page:

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

Amherst County Fair Banner

- Emails: VDOT; Vanessa Angus
- Prepare permit application and related documents; receive permit from VDOT

FOIA

- Receive and respond to two requests

BOARD APPOINTMENTS

- Prepare Oaths
- Correspond with Clerk and Appointees re confirmation of appointment and taking oath of office

Other:

- Draft, Finalize and Frame Proclamation for Trooper Lucas B. Dowell Bridge Day
- Prepare legal ad - proposed Brockman Park land lease; send for publication
- Prepare public hearing notices: Town Council special session; proposed Brockman Park lot land lease
- Prepare miscellaneous purchase orders

- Update Town Council Application

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

Town of Amherst Committees as of July 31, 2019

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

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

<u>BOARD OF ZONING APPEALS</u>		
Gary Mays, Chairman	04/08/15	08/31/20
Ed Carton	11/10/14	08/31/19
Teresa Tatlock	07/10/16	08/31/21
Marvin Hensley	08/31/17	08/31/22
Kevin James Akershoek	09/01/18	08/31/23

<u>INDUSTRIAL DEVELOPMENT AUTHORITY</u>		
Lewis Addison, Chairman	04/08/15	06/30/19 (Vacancy)
Sharon Watts Turner	07/01/18	06/30/22
Gary Jennings	05/10/17	06/30/21
Jacob Bailey	06/08/16	06/30/20
Manly Rucker	05/10/17	06/30/21
Kim Odell Stein	07/11/18	06/30/22
Richard Wydner	07/01/19	06/30/23

<u>PROPERTY MAINTENANCE INVESTIGATION BOARD</u>		
C. Manly Rucker, III	05/10/17	06/30/20
Bessie H. Kirkwood	07/01/18	06/30/21
Glenda Hash	06/08/16	06/30/20

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

<u>Appointed/Term Expires</u>		
<u>CENTRAL VIRGINIA TRANSPORTATION COUNCIL (MPO)</u>		
D. Dwayne Tuggle	01/01/19	12/31/20
Sara E. Carter	01/01/19	12/31/20
<u>TOWN/SWEET BRIAR SEWER USE ADVISORY COMMISSION</u>		
Clifford Hart	01/01/19	12/31/20
Kenneth S. Watts	01/01/19	12/31/20
<u>JOINT COMMITTEE ON COOPERATION</u>		
Kenneth S. Watts	01/01/19	12/31/20
Kenneth G. Bunch	01/01/19	12/31/20
Sarah B. Ogden	01/01/19	12/31/20
(3 Appointments from Amherst County)		

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

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

- COMMUNITY RELATIONS AND RECREATION COMMUNITY**
 Sarah B. Ogden (Chairman) and _____ (TBA)
- Monitor and review implementation of the Town's bike trails and public parks
 - Review the Town's beautification efforts and programs.
 - Interface with citizens, business operators, Sweet Briar College and VDOT
- UTILITIES COMMITTEE**
 Kenneth S. Watts (Chairman) and Kenneth G. Bunch
- Monitor the development and construction of capital improvement projects.
 - Review proposed utility system upgrades and extensions.
 - Interface and assist developers in coordinating Town policies with proposed new developments.

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



TOWN OF AMHERST
DEPARTMENT OF PLANTS

MONTHLY PRODUCTION AND OPERATIONAL REPORT
 JULY 2019

SUBMITTED BY: GARY S. WILLIAMS,
 DIRECTOR OF PLANTS

Grandview Water Filtration Plant,

Daily Water Withdrawal and Production:

	Total, million gallons	Average, million gallons	Max, million gallons	Min, million gallons
Raw Water	10.580	0.340	0.550	0.140
Produced	8.220	0.270	0.460	0.110
Delivered	7.790	0.250	0.460	0.110

Rutledge Creek Wastewater Treatment Plant,

Daily Received and Treated Waste Stream:

	Total, million gallons	Average, million gallons	Max, million gallons	Min, million gallons
Final Effluent	6.660	0.215	0.387	0.128

The basin project is pretty much complete at the Water Plant. There are one or two small items that Anderson will need to address/correct. They have been notified of an actuator problem in basin one and are getting in touch with MRI on its correction. Other than the Water Plant is filling the last basin and will be back to capacity August 9.



There are no issues at the Wastewater Plant to report.

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

W. THOMAS BERRY

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

July 29, 2019

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

Attn: Sara Carter- Town Manager

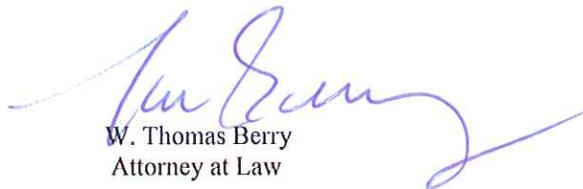
Re: Monthly Report to Town Council
(July 2019)

Dear Ms. Carter, and Council,

My report on work regarding the following matters:

1. Recodification: Review of parking in the Town (example: review of residential parking and bike lanes).
2. IDA/ Town: No meeting this month.
3. Town Council Meeting: Attendance at the monthly scheduled meeting on July 10, 2019.
4. Personnel: Ongoing review with Nelson County Commonwealth Attorney on charges with Ex-Officer Timothy Mabry.
5. Easements: Prepared suit to move forward on Emmert Easement. Conducted reviews of code and land records for abandonment.
6. Business: Filed petition to fill vacancy and writ for Special Election to fill vacancy.
7. Upcoming Work: Continue with Slip Line Project easements.
8. Access to Town Attorney: My email address is tammy@tomberrylaw.com. Please feel free to use this email access provided, and I will promptly return any communication. My home phone (434) 946-9501; office phone (434) 263-4886.

Respectfully Submitted,



W. Thomas Berry
Attorney at Law

WTB/tpg

Invoice

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

Date	Invoice #
7/30/2019	8873

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

Description	Qty	Rate	Terms
			Due on receipt
			Amount
7/3/2019 TALKED TO SARA CARTER	0.3	175.00	52.50
7/5/2019 ORDINANCE	2	175.00	350.00
7/5/2019 CHARTER REVIEW	0.8	175.00	140.00
7/10/2019 REVIEW EMMERT	1.2	175.00	210.00
7/10/2019 PREP ON MEETING	2	175.00	350.00
7/10/2019 COUNCIL MEETING	2.5	175.00	437.50
7/11/2019 PETITION VACANCY	2.5	175.00	437.50
7/12/2019 PREPARE PETITION	2.5	175.00	437.50
7/12/2019 SARA CARTER	0.5	175.00	87.50
7/13/2019 EMMERT FILE, TO DISCUSS WITH DOWNEY	1	175.00	175.00
7/15/2019 MET WITH DOWNEY	1	175.00	175.00
7/15/2019 PREPARE PACKAGE FOR DOWNEY	2	175.00	350.00
7/16/2019 PREPARE PETITION ON ELECTION VACANCY	3.5	175.00	612.50
7/17/2019 RESEARCH VACANCY 2/3	1.2	175.00	210.00
7/18/2019 , TALKED TO ATTORNEY MARTIN CRIM ON HAYMARKET CASE	1.2	175.00	210.00
7/22/2019 FINALIZE AND FILE PETITION	2.5	175.00	437.50
Total			\$4,672.50
Payments/Credits			\$0.00
Balance Due			\$4,672.50

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

Board of Directors Regular Meeting Minutes
June 27, 2019 – 6:00 p.m.
The Spring House Restaurant
9789 Richmond Hwy
Lynchburg, VA 24504

Directors: Barry Lobb, Chairman
(Present) Carolyn Hutcherson, Vice Chair
Julius Sigler, Jr., Treasurer
Doug Perrow, Asst. Treasurer

Directors: Paul Spiggle, Asst. Treasurer
(Absent) Bob Martin
Bruce Jones

Staff/Partners: Jonathan Wooldridge, RELSWCD Ag BMP Conservation Specialist
(Present) David Sandman, RELSWCD Ag BMP Conservation Specialist
Julie Stratton, RELSWCD Office Administrator
Hannah Tillotson, RELSWCD Conservation Education Specialist
Don Yancey, NRCS District Conservationist
Mark Hollberg, DCR Conservation District Coordinator

Others: Tom Stratton
Everett Chadbourne
Denise Gillett
A. C. Whitehead

Call to order: The Robert E. Lee Soil and Water Conservation District Board of Directors regular meeting was held at The Spring House Restaurant, 9789 Richmond Hwy, Virginia, on June 27, 2019. The meeting convened at 6:00 p.m., Barry Lobb, Chairman, presiding.

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

Adopting the Agenda: Barry Lobb, Chairman, asked if there were any changes to the agenda. There being none, **motion was made to approve the agenda. (Sigler, Perrow, passed 3-0)**

Reading and Approving the Minutes: Barry Lobb, Chairman, asked if there were any corrections to the May 9, 2019, and May 23, 2019 minutes (copies filed with the minutes). There being none, the minutes are approved as read.

REPORT OF OFFICERS/PARTNERS/STAFF

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

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

- Administration and Cost Share – Quarterly reports are due no later than July 17. In addition to the Attachment E, balance sheet and profit and loss, fourth quarter reports are to include year-end cash balance, carryover report and FY19 Attachment E roll-up.
- Ag Cost Share –
 - BMP projects needing carryover require district board approval.
 - Secondary considerations are due June 30 to David Bryan and copy CDC.
 - The PY2020 VACS manual is available online.
 - BMP verifications (spot checks) to be scheduled.
- Miscellaneous –
 - New hires: Grace Harwin – Mountain Castles Office Coordinator
Denise Rossi – DCR/DSWC Staunton office Administrative Asst.
Jen Edwards – starts July 1/Roland Owen's IT assistant
 - Technical assistance was discussed at the last State Board meeting.

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

- EQIP – Of 14 pre-approved applications 2 are still pre-approved, 2 approved, 1 canceled, and remaining applications moved to contract.
- CRP/GRP/WRP – Re-enrollment period for CREP from June 3 – August 23. Additionally, producers can sign-up for new CREP projects. Sign-up for regular CRP is expected later this year.
- CSP – 10 applications on hand. After July 1 the state office will begin pre-approving the highest ranking applications for funding. Sign-up for the Conservation Stewardship Program-Grassland Conservation Initiative ends June 28.
- ECP/EFRP – Sign-up for the ECP program in Campbell County ended June 26. One producer signed up.
- Conservation Plan for Board Approval – **Motion was made to approve Plan ID #CAM9899. (Perrow, Sigler, passed 3-0)**
- Outreach, Training and Upcoming Events –
 - Attended the District Ag Committee meeting on June 10 at the Appomattox office.
 - JED meeting – July 16 at the Farmville office.

4-Virginia Department of Forestry – Rick Butler, Appomattox County Forester – absent.

5-Virginia Cooperative Extension – Bruce Jones, Appomattox VCE Agent – absent.

6-RELSWCD Ag BMP Senior Conservation Specialist: Jonathan Wooldridge presented his June report to the Board (copy filed with minutes).

- Projects –

- Work continues on plans and designs for new projects; monitoring progress on projects under construction; meeting new producers interested in programs. The final ACSA project is nearing completion and will finish up the district co-cost shared projects in the watershed. Three large animal waste structures are in the planning stages – one poultry and two dairy.

- Practices and Conservation Plans for Board approval –

Contract/ Instance#	Prac	Co	Est. Cost	CS amt	TC	Fund	Comp Date
10-19-0010 334757	WP-4	Appo	\$118,953.00	\$70,000.00	\$12,238.25	PY19 CBVACS	6-30-2019

Motion was made to approve PY19 CBVACS contract 10-19-0010, instance 334757, WP-4 practice with cost share in the amount of \$70,000.00 and a tax credit of \$12,238.25 with a completion date of 6-30-2019 and the conservation plan for the project. (Sigler, Perrow, passed 3-0)

- Carryovers – See attached Cost-Share Program Carryover Report for BMPs Carried Over into FY20.

Motion was made to approve carryovers for two PY2016 CB SL-6 Supplemental VNRCF contracts (details on attached report). (Perrow, Sigler, passed 3-0)

Motion was made to approve carryovers for twelve PY2017 CB SL-6 Earmark contracts (details on attached report). (Sigler, Perrow, passed 3-0)

Motion was made to approve carryovers for five PY2019 CB VACS contracts (details on attached report). (Sigler, Perrow, passed 3-0)

- Watershed Dams –
 - Dams are checked as rain events happen. Work continues with Charles Wilson, DCR Dam Safety, getting EAPs on the dams updated in the new DCR Dam Safety online data base. The first maintenance mowing was completed and checked out on 6-20-19.
- Transfer of Ownership BMP Practice – Cost share payment of contract #10-15-0107, instance #208911, has been made. The farm is scheduled to be sold at auction on 6-27-2019.
- Meetings attended:
 - June 4 - VACS Training – Farmville
 - June 5 - Basic RUSLE 2 class – Richmond NRCS office
 - June 10 - Ag BMP Committee – District office
 - David Bryan – DCR – approved Secondary Considerations on 6-10-19
- Future meetings:
 - July 10 - DCR Engineering Training Area 1 NRCS JED: Harrisonburg/Staunton/Culpepper (location TBD)

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

- Practices and Conservation Plans for Board approval -

Contract#			Est.	CS			Comp
Instance#	Prac	Co	Cost	amt	TC	Fund	Date
10-19-0012 335576	SL-6	Appo	\$44,735.00	\$35,788.00	\$2,236.75	PY19 OCBVACS	6-30-2019
10-19-0013 336940	SL-6	Appo	\$66,102.05	\$52,884.00	\$3,305.25	PY19 OCBVACS	6-30-2019
10-19-0014 337071	SL-6	Appo	\$13,295.00	\$10,636.00	\$ 664.75	PY19 OCBVACS	6-30-2019

Motion was made to approve PY19 OCBVACS contract 10-19-0012, instance 335576, SL-6 practice, cost share in the amount of \$35,788.00 and a tax credit of \$2,236.75; contract 10-19-0013, instance 336940, SL-6 practice, cost share in the amount of \$52,884.00 and a tax credit of \$3,305.25; contract 10-19-0014, instance 337071, SL-6 practice, cost share in the amount of \$10,636.00 and a tax credit of \$664.75; all with a completion date of 6-30-2019 and the conservation plans for each project. (Sigler, Perrow, passed 3-0)

- Carryovers –

Contract#			CS			Comp
Instance#	Prac	Co	amt	TC	Fund	Date
10-19-0012 335576	SL-6	Appo	\$35,788.00	\$2,236.75	PY19 OCBVACS	6-30-2020
10-19-0013 336940	SL-6	Appo	\$52,884.00	\$3,305.25	PY19 OCBVACS	6-30-2020
10-19-0014 337071	SL-6	Appo	\$10,636.00	\$ 664.75	PY19 OCBVACS	6-30-2020

Motion was made to approve carryovers for the three above PY19 OCBVACS contracts as detailed. (Perrow, Sigler, passed 3-0)

Contract#			CS			Comp
Instance#	Prac	Co	amt	TC	Fund	Date
10-18-0013 301387	SL-6	Camp	\$28,220.00	\$1,763.75	PY17 OCBVACS Transfer	6-30-2020

Motion was made to approve the carryover of PY17 OCBVACS Transfer contract 10-18-0013, instance 301387, SL-6 practice, with cost share in the amount of \$28,220.00 and a tax credit of \$1,763.75 with a new completion date of 6-30-2020. (Perrow, Sigler, passed 3-0)

- Meetings attended:
 - June 4 - VACS training – Farmville
 - June 10 - Ag Committee – District office
- Future meetings:
- Submitted letter to Barry Lobb, RELSWCD Board of Directors Chairman, announcing intention to retire as RELSWCD Conservation Specialist with December 31, 2019, as the official retirement date.

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

- Prepared draft minutes of the May 23 regular BOD meeting and distributed for review.
- Prepared May Employee time report and distributed to directors.
- Prepared May Treasurer’s and Budget report and forwarded to Julius Sigler, Jr., for review.
- Prepared draft agenda for the June 27 regular BOD meeting and forwarded to Barry Lobb for review.
- Tax credit certificate –

Contract #	Instance #	Practice	Tax Credit Amount
10-17-0007	246729	SL-6	\$1,393.25

- The ad for the Office Administrator position was posted on the alldistrict e-mail, VASWCD and District websites, and advertised in the News-Advance paper. Applications are due July 15.
- Completed the FY2019 SWCD self-assessment with assistance from Jonathan Wooldridge and Dave Sandman.
- Prepared the Attachment D for the Budget Committee to review.
- The District’s current Neopost postage meter will be de-certified by the end of the year.
- Due to issues with representation and function of the new Sharp copier, the old Lanier copier was returned to the District office.
- Meetings attended:
 - June 4 - VACS training – Farmville
 - June 10 – Personnel Committee meeting – District office
 - June 20 – Budget Committee meeting – District office
- Future meetings:

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

- Requests –
 - Facebook page for the District – **Motion was made to study creating a District facebook page and to develop a draft Social Media Page Policy to be reviewed by the Board. (Perrow, Sigler, passed 3-0)**
 - Requested Board approval for overnight stay on August 20 for Graves Mountain Lodge Training. **Motion was made to approve August 20 overnight stay for the Graves Mountain Lodge Training. (Sigler, Perrow, passed 3-0)**
 - Requested submissions from Department of Forestry and NRCS for the Annual Report.
- Meetings –
 - June 11 – Lynchburg Parks and Rec – The Nature Zone
 - June 13 – Lynchburg Water Resources
 - June 13 – Peter Francisco SWCD
 - June 20 – RELSWCD Education Committee
 - June 26 – VA Department of Forestry
- Trainings –
 - June 14 – Project Learning Tree Certification – Staunton, VA
 - June 18 – CPR/First Aid/AED Recertification – Appomattox, VA
 - June 18 – Rain Barrel Workshop – Lynchburg, VA

- Upcoming –
 - July 1-5 – Appomattox/Lynchburg 4-H Summer Camp
 - July 17 - VASWCD Education Committee Meeting

REPORT OF COMMITTEES

10-Ag Committee – Bruce Jones, committee chair – absent. June 10, 2019, meeting minutes (copy filed with the minutes). Jonathan Wooldridge reported –

- Secondary Considerations were reviewed with recommendations to update the program year, update #3 to July 1, 2019, and delete #8. **Motion was made to approve the Secondary Considerations and recommendations to update the program year, update #3 to July 1, 2019, and delete #8. (Perrow, Sigler, passed 3-0)**
- Ranking Sheet was reviewed with recommendation to update the program year. **Motion was made to approve the Ranking Sheet with recommendation to update the program year. (Perrow, Sigler, passed 3-0)**
- Average Cost List was reviewed with recommendations to increase livestock water well from \$6,035.00 to \$6,500.00 and update program year dates. **Motion was made to approve the Average Cost List with recommendations to increase livestock water well from \$6,035.00 to \$6,500.00 and update program year dates. (Sigler, Perrow, passed 3-0)**
- Labor/equipment log per hour prices were reviewed with recommendation to change producer labor to \$15.00 per hour and hired labor to \$12.25 per hour. **Motion was made to approve changing the producer labor to \$15.00 per hour and hired labor to \$12.25 per hour on the Labor/equipment log. (Perrow, Sigler, passed 3-0)**

11-Personnel Committee – Carolyn Hutcherson, committee chair. June 10, 2019, meeting minutes (copy filed with the minutes).

- Advertise the Office Administrator position on the District website, VASWCD website, and in the News-Advance. Application deadline is July 15 and project interviews in August.

12-Budget Committee – Julius Sigler, Jr., committee chair. June 20, 2019, meeting minutes (copy filed with the minutes).

- The Attachment D (Itemized District Budget Request Form) was reviewed. **Motion was made to approve the Attachment D (Itemized District Budget Request Form). (Sigler, Perrow, passed 3-0)**

13-Education Committee - Barry Lobb, committee chair. June 20, 2019, meeting minutes (copy filed with the minutes). Discussed:

- After-school programs/in-school programs/field trips
- Environmental day camp
- Grants, Chesapeake Bay License Plate
- Science Night – Ladies Night Out – September 26
- Environmental movie night with Lynchburg Parks and Rec
- Scientific Collection Permit
- Environmental Book Club
- James River Association Partnership

14- Watershed Dam Committee – Paul Spiggle, committee chair – absent.

- Motion was made to approve Charles Falwell as a trustee of the Timberlake Watershed Improvement District. (Perrow, Hutcherson, passed 3-0)
- Motion was made to request of the Campbell County Court, a referendum for the purpose of taxation, to be placed upon landowners and registered voters within the Timberlake Watershed Improvement District. That referendum to be held in accordance with Code 10.1-626. (Perrow, Sigler, passed 3-0)

UNFINISHED BUSINESS

15-Board approval – Barry Lobb, Chairman

- Motion was made to approve Abigail Page’s (Appomattox) application for Youth Conservation Camp. (Perrow, Sigler, passed 3-0)
- Motion was made to approve the Supplemental FY19 Cost Share and Technical Assistance Retirement of Pending FY15 SL-6 Practices Grant Agreement. (Perrow, Sigler, passed 3-0)
- Motion was made to approve the FY20 Cost Share and Technical Assistance Grant Agreement. (Sigler, Perrow, passed 3-0)
- Motion was made to approve the FY20 Administrative and Operational Support Grant Agreement. (Perrow, Sigler, passed 3-0)

NEW BUSINESS

- Doug Perrow attended a Source Water Protection Program for Public Community Waterworks meeting for the Town of Altavista on June 3, 2019.
- Jonathan Wooldridge requested a meeting with the Budget Committee and Personnel Committee. Meeting date to be determined.

PUBLIC COMMENT

ANNOUNCEMENTS

ADJOURNMENT - The Chair adjourned the meeting at 7:02 p.m.

/s/ Barry Lobb
Barry Lobb, Chairman

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

CABLE FRANCHISE AGREEMENT

BETWEEN

THE TOWN OF AMHERST, VIRGINIA

AND

COMCAST OF CONNECTICUT/GEORGIA/MASSACHUSETTS/NEW HAMPSHIRE/NEW
YORK/NORTH CAROLINA/VIRGINIA/VERMONT, LLC

TABLE OF CONTENTS

Section 1.	Definition of Terms.....	2
Section 2.	Grant of Authority.....	4
Section 3.	Construction and Maintenance of the Cable System	5
Section 4.	Service Obligations.....	7
Section 5.	Fees and Charges to Customers	8
Section 6.	Customer Service Standards; Customer Bills; and Privacy Protection	8
Section 7.	Oversight and Regulation by Franchise Authority	9
Section 8.	Transfer or Change of Control of Cable System or Franchise.....	10
Section 9.	Insurance and Indemnity.....	10
Section 10.	System Description and Service	11
Section 11.	Enforcement and Revocation Proceedings	12
Section 12.	Competitive Equity	13
Section 13.	Miscellaneous Provisions.....	15

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Town of Amherst, a political subdivision of the Commonwealth of Virginia (hereinafter, “Town” or “Franchise Authority”) and COMCAST OF CONNECTICUT/GEORGIA/MASSACHUSETTS/NEW HAMPSHIRE/NEW YORK/NORTH CAROLINA/VIRGINIA/VERMONT, LLC (hereinafter, “Franchisee”).

The Town having determined that the financial, legal, and technical ability of the Franchisee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Franchisee for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Code of Virginia, Article 1.2, §15.2-2108.19, and the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 - 631 (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words used to refer to the masculine include the feminine, words in the plural number include the singular number, and likewise, words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined in the Code of Virginia, Article 1.2, §15.2-2108.19, the Cable Act, or herein shall be given their common and ordinary meaning.

1.1. “Cable Service” or “Service” shall mean the one-way transmission to Subscribers of Video Programming or other Programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service.

1.2. “Cable System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, and as further defined under Section 602 (7) of the Cable Act.

1.3. “Town” shall mean the Town of Amherst or the lawful successor, transferee, designee, or assignee thereof.

1.4. “Customer” or “Subscriber” shall mean a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Franchisee’s express permission.

1.5. “Effective Date” shall mean August 14th, 2019.

1.6. “FCC” shall mean the Federal Communications Commission, or successor governmental entity thereto.

1.7. “Franchise” shall mean the initial authorization, or renewal thereof, issued by the Franchise Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.8. “Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

1.9. “Franchise Area” shall mean the present legal boundaries of Town of Amherst, as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means during the term of the Franchise, as per the requirements set forth herein.

1.10. “Franchise Authority” shall mean the Town of Amherst or the lawful successor, transferee, designee, or assignee thereof.

1.11. “Franchisee” shall mean COMCAST OF CONNECTICUT/GEORGIA/ MASSACHUSETTS/NEW HAMPSHIRE/NEW YORK/NORTH CAROLINA/ VIRGINIA/VERMONT, LLC

1.12. “Person” shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchise Authority.

1.13. “Public Buildings” shall mean those buildings owned or leased by the Franchise Authority for government administrative purposes, and shall not include buildings owned by Franchise Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

1.14. “Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, park, bridge, waterway, dock, bulkhead, wharf, pier, other public ground or water subject to the jurisdiction and control of the Franchise Authority, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchise Authority in the Franchise Area, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchise Authority within the Franchise Area for the purpose of public travel, or for

utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing, operating, and maintaining the Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and appurtenant to the Cable System.

1.15. "Standard Installation" shall mean the standard one hundred twenty-five foot (125') aerial Drop connection to the existing distribution system.

1.16. "Video Programming" or "Programming" shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

1.17. "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple Video Programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multi-channel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

SECTION 2 - Grant of Authority

2.1. Franchise Grant. The Franchise Authority hereby grants to the Franchisee under the Code of Virginia and the Cable Act a non-exclusive Franchise authorizing the Franchisee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to use, erect, install, construct, repair, alter, add to, inspect, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, underground conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and, including but not limited to, above ground enclosures, markers, and concrete pads, or other related property, equipment, or fixtures as may be necessary, useful, or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement, the Code of Virginia, and the Cable Act. This Franchise shall be automatically extended for one (1) additional term of five (5) years unless either party notifies the other in writing of its desire to enter renewal negotiations under the Cable Act at least three (3) years before the expiration date of the then-current Franchise Agreement.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Article 1.2 of the Code of Virginia and Section 626 of the Cable Act [47 U.S.C. §546], as amended.

SECTION 3 - Construction and Maintenance of the Cable System

3.1. Permits and General Obligations. The Franchisee shall be responsible for obtaining all generally applicable permits, licenses, or other forms of approval or authorization prior to the commencement of any activity that materially disturbs the surface of any street, curb, sidewalk or other public improvement in the Public Way, or impedes vehicular traffic. The issuance of such permits shall not be unreasonably withheld, conditioned, or delayed. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All work shall be done by the Franchisee in accordance with FCC regulations. Notwithstanding the requirements herein, Franchisee shall not be required to obtain a permit for individual drop connections to Subscribers, servicing or installing pedestals or other similar facilities, or other instances of routine maintenance or repair to its Cable System. All transmission and distribution structures, poles, other lines, and equipment installed by the Franchisee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.2. Conditions of Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Franchisee shall, upon reasonable advance written notice from the Franchise Authority (which shall not be less than thirty (30) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchise Authority shall notify Franchisee of such funding and make available such funds to the Franchisee within a reasonable timeframe. In the event that funds are not available, Franchisee reserves the right to pass its costs through to its Subscribers in accordance with applicable law.

3.2.2. Relocation at Request of Third Party. The Franchisee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchise Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Franchisee may impose a reasonable charge, in accordance with industry practice, on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Franchisee is given not less than thirty (30) business days advance written notice to arrange for such temporary relocation.

3.2.3. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Franchisee disturbs, alters, or damages any Public Way, the Franchisee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance as is practical.

3.2.4. Safety Requirements. The Franchisee shall undertake all necessary and appropriate commercial efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery. The Franchisee shall have the authority to trim trees or other natural vegetative growth encroaching or overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Franchisee's wires, cables, or other equipment. All such trimming shall be done at the Franchisee's sole cost and expense. The Franchisee shall be responsible for any collateral, direct real property damage caused by such trimming.

3.2.6. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Franchisee shall place its Cable System transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Agreement shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Franchisee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Franchisee's relocation costs shall be included in any computation of necessary project funding by the Franchise Authority or private parties. Franchisee shall be given reasonable notice and access to the public utilities' facilities at the time that such are placed underground and shall be entitled to reimbursement of its relocation costs from public or private funds

raised for the project and made available to other users of the Public Way. In the event that public and/or private funds are not available or do not cover the entire direct and actual cost of the relocation, Franchisee reserves the right to pass its costs, or in the case of partial reimbursement from public and/or private funds its incremental cost, through to its Subscribers in accordance with applicable law.

3.2.8. Service Area Maps. Upon written request, Franchisee shall provide to the Town, for the Town's exclusive use, a complete set of Franchisee's service area strand maps of the Town on which shall be shown those areas in which facilities exist. Franchisee shall provide the Town with updated maps not more than once annually within thirty (30) days after any written request by the Town. Maps provided hereunder shall be treated as confidential and proprietary in accordance with Section 7.4.3 herein.

SECTION 4 - Service Obligations

4.1. General Service Obligation. The Franchisee shall make Cable Service available to every occupied residential dwelling unit within the Franchise Area where the dwelling unit is within two hundred seventy-five (275) feet of the nearest point on the Cable System trunk or feeder line from which a usable cable signal can be obtained. Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred and twenty-five (125) feet of the Franchisee's distribution cable from which a usable cable signal can be obtained at the standard installation rate.

The Franchisee may elect to extend Cable Service to areas that do not otherwise qualify to receive Cable Service under this section if any resident or group of residents agree in writing to pay to Franchisee the cost of construction, including materials, labor, and the total cost of any easement(s) necessary to accomplish the proposed line extension. One half of the cost of construction shall be paid to the Franchisee prior to engineering and the balance shall be paid prior to commencement of construction.

4.2. Programming. The Franchisee shall offer to all Customers a diversity of Video Programming services in accordance with federal law.

4.3. No Unfair Discrimination. Neither the Franchisee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area; provided, however, Franchisee reserves the right to deny service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or documented or founded harassment or abuse of Franchisee's employees or agents. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Franchisee are satisfied. Nothing contained herein shall prohibit the Franchisee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its customary business practice.

4.4. New Developments. The Franchise Authority shall provide the Franchisee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchise Authority agrees to require the developer, as a condition of issuing the permit, to give the Franchisee access to open trenches for deployment of cable facilities and at least fifteen (15) business days written notice of the date of availability of open trenches.

4.5. Prohibition Against Reselling Service. No Person shall sell, offer for sale, or resell, without the express prior written consent of the Franchisee, any Cable Service, program or signal transmitted over the Cable System by the Franchisee.

SECTION 5 - Fees and Charges to Customers

5.1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations. Before any new or modified rate, fee, or charge is imposed, the Franchisee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

SECTION 6 - Customer Service Standards; Customer Bills; and Privacy Protection

6.1. Customer Service Standards. The Franchise Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Franchisee shall comply in all respects with the customer service requirements established by the FCC.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (i) is not misleading and (ii) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Franchisee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622 (c) of the Cable Act [47 U.S.C. §542 (c)].

6.3. Privacy Protection. The Franchisee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 7 - Oversight and Regulation by Franchise Authority

7.1. Communications Tax. Franchisee shall comply with the provisions of Section 58.1-645 *et seq.* of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax, as amended. Franchisee may designate the Virginia Communications Sales and Use tax as a separate item in any bill to a Subscriber as permitted under applicable law.

7.2. Oversight of Franchise. In accordance with applicable law, the Franchise Authority shall have the right to, at its sole cost and expense and upon reasonable prior written notice and in the presence of Franchisee's employee, periodically inspect the construction and maintenance of the Cable System in the Franchise Area as necessary to monitor Franchisee's compliance with the provisions of this Franchise Agreement.

7.3. Technical Standards. The Franchisee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76.601 *et seq.* To the extent those standards are altered, modified, or amended during the term of this Franchise, the Franchisee shall comply with such altered, modified or amended standards within a commercially reasonable period after such standards become effective. The Franchise Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC rules.

7.4. Maintenance of Books, Records, and Files.

7.4.1. Books and Records. Throughout the term of this Franchise Agreement, the Franchisee agrees that the Franchise Authority may review the Franchisee's books and records in the Franchise Area as are reasonably necessary to monitor Franchisee's compliance with the provisions of this Franchise Agreement, upon reasonable prior written notice to the Franchisee pursuant to this Agreement, at the Franchisee's business office, during Normal Business Hours, and without unreasonably interfering with Franchisee's business operations. All such documents that may be the subject of an inspection by the Franchise Authority shall be retained by the Franchisee for a minimum period of twenty-four (24) months.

7.4.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Franchisee shall maintain for public inspection those documents required pursuant to the FCC's Public Inspection File rules and regulations.

7.4.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchise Authority agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchise Authority that have a need to know in order to enforce this Franchise Agreement and who agree, through the execution of a non-disclosure agreement, to maintain the confidentiality of all such information. The Franchisee shall not be required to provide

Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. Franchisee may make proprietary or confidential information available for inspection, but not copying or removal of information by the Franchise Authority’s representative. In the event that the Franchise Authority has in its possession and receives a request under a state “sunshine,” public records, or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the Franchise Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

SECTION 8 - Transfer or Change of Control of Cable System or Franchise

8.1. Neither the Franchisee nor any other Person may transfer the Cable System or the Franchise without prior written notice to the Franchise Authority. No prior notice shall be required, however, for: (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation, or (iii) the sale, conveyance, transfer, exchange or release of fifty percent (50%) or less of its equitable ownership. Within thirty (30) days of receiving a notice of transfer, the Franchise Authority may, in accordance with FCC rules and regulations, notify the Franchisee in writing of the additional information, if any, it requires regarding the legal, financial, and technical qualifications of the transferee or new controlling party.

SECTION 9 - Insurance and Indemnity

9.1. Insurance. Throughout the term of this Franchise Agreement, the Franchisee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the Franchise Authority certificates of insurance designating the Franchise Authority and its officers, boards, commissions, councils, elected officials, and employees as additional insureds and demonstrating that the Franchisee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury or property damage. The Franchisee shall provide workers’ compensation coverage in accordance with applicable law.

9.2. Indemnification. The Franchisee shall indemnify, defend and hold harmless the Franchise Authority, its officers and employees acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that directly arise out of the Franchisee’s

construction, operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchise Authority shall give the Franchisee timely written notice of its obligation to indemnify and defend the Franchise Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. The Franchise Authority agrees that it will take all necessary action to avoid a default judgment and not prejudice the Franchisee's ability to defend the claim or action. If the Franchise Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchise Authority.

9.2.1 Franchisee shall not be required to indemnify the Franchise Authority for negligence or misconduct on the part of the Franchise Authority or its officials, boards, commissions, agents, or employees, including any loss or claims related to PEG access Channels in which the Franchise Authority or its designee participates, subject to Applicable Law.

9.3. Performance Bond. Within forty-five (45) days of the Effective Date of this Agreement, Franchisee shall post a performance bond in the amount of fifteen thousand dollars (\$15,000) as surety for the faithful performance and discharge by Franchisee of all obligations imposed by this Franchise Agreement. Such bond shall be written by a corporate surety authorized to do business in the Commonwealth of Virginia. The performance bond shall remain in force and effect throughout the initial and any extension term of this Franchise Agreement. The Franchising Authority shall give Franchisee twenty (20) business days' notice of its intent to draw from the performance bond. The Franchising Authority may not draw from the performance bond while any action, appeal or other process has been instituted by Franchisee to challenge the amount owed.

SECTION 10 - System Description and Service

10.1. System Capacity. During the term of this Agreement, the Franchisee's Cable System shall be capable of providing Video Programming with reception available to its customers in the Franchise Area in accordance with the Cable Act.

10.2. Cable Service to School and Town Facilities. Upon written request, the Franchisee shall provide, at no cost to the Franchise Authority, Basic Cable Service and Standard Installation at one (1) outlet, to up to four (4) future Town public facilities including, but not limited to, public grade school (K-12) buildings, fire stations, sheriff's offices, rescue squad buildings, and Town administration facilities located in the Franchise Area within two hundred seventy-five (275) feet of the Franchisee's distribution cable from which a usable signal can be obtained. No charge shall be made for installation or service, except that Franchisee may charge for installation beyond one hundred fifty (150) feet distance of the cable plant and service for more than one (1) drop in each building. For the purposes of this section, the term "school" means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq., as amended, and does not include "home schools." Town

administration facilities shall not include buildings owned by Franchise Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

SECTION 11 - Enforcement and Revocation Proceedings

11.1. Notice of Violation or Default and Opportunity to Cure. In the event the Franchise Authority believes that the Franchisee has not complied with the material terms of the Franchise, it shall notify the Franchisee in writing with specific details regarding the exact nature of the alleged non-compliance or default.

11.1.1. Franchisee's Right to Cure or Respond. The Franchisee shall have forty-five (45) days from the receipt of the Franchise Authority's written notice: (i) to respond to the Franchise Authority, contesting the assertion of non-compliance or default; or (ii) to cure such default; or (iii) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate commercially reasonable steps to diligently remedy such default and notify the Franchise Authority of the steps being taken and the projected date that the cure will be completed.

11.1.2. Public Hearings. In the event the Franchisee fails to respond to the Franchise Authority's notice or in the event that the alleged default is not remedied within forty five (45) days or the date projected by the Franchisee, the Franchise Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchise Authority that is scheduled at a time that is no less than ten (10) business days therefrom. The Franchise Authority shall notify the Franchisee in advance, in writing of the time and place of such meeting and provide the Franchisee with a reasonable opportunity to be heard.

11.1.3. Enforcement. Subject to applicable federal and state law, in the event the Franchise Authority, after such public hearing, determines that the Franchisee is in default of any material provision of the Franchise, the Franchise Authority may: (i) seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or (ii) in the case of a substantial default of a material provision of the Franchise, initiate revocation proceedings in accordance with the following:

(a) The Franchise Authority shall give written notice to the Franchisee of its intent to revoke the Franchise on the basis of a pattern of non-compliance by the Franchisee, including two or more instances of substantial non-compliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the non-compliance. The Franchisee shall have ninety (90) business days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchise Authority has not received a response from the Franchisee or upon receipt of the response does not agree that the allegations of non-compliance have been or will be resolved, it may then seek revocation of the Franchise at a public hearing. The

Franchise Authority shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request revocation of the Franchise.

(b) At the designated public hearing, the Franchise Authority shall give the Franchisee an opportunity to state its position on the matter, present evidence and question witnesses, in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Virginia, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Franchisee within ten (10) business days. The decision of the Franchise Authority shall be in writing and shall be delivered to the Franchisee by certified mail. The Franchisee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchise Authority “de novo” and to modify or reverse such decision as justice may require.

11.2. Technical Violation. The Franchise Authority agrees that it is not its intention to subject the Franchisee to penalties, fines, forfeitures or revocation of the Franchise for so-called “technical” breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

11.2.1. in instances or for matters where a violation or a breach of the Franchise by the Franchisee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

11.2.2. where there existed circumstances reasonably beyond the control of the Franchisee and which precipitated a violation by the Franchisee of the Franchise, or which were deemed to have prevented the Franchisee from complying with a term or condition of the Franchise.

11.3. No Removal of System. Franchisee shall not be required to remove its Cable System or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act, or any portion thereof [47 U.S.C. §541(b)].

SECTION 12 - Competitive Equity

12.1. Purposes. The Franchisee and the Franchise Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to residents of the Franchise Area; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being

considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to residents of the Franchise Area; promote local communications infrastructure investments and economic opportunities in the Franchise Area; and provide flexibility in the event of subsequent changes in the law, the Franchisee and the Franchise Authority have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind.

12.2. New Video Service Provider.

12.2.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider (“VSP”) (i) enters into any agreement with the Franchise Authority to provide video services to subscribers in the Franchise Area, or (ii) otherwise begins to provide video services to subscribers in the Franchise Area (with or without entering into an agreement with the Franchise Authority), the Franchise Authority, upon written request of the Franchisee, shall permit the Franchisee to construct and operate its Cable System and to provide video services to subscribers in the Franchise Area under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Franchisee and the Franchise Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Franchisee submits a written request to the Franchise Authority.

12.2.2. If there is no written agreement or other authorization between the new VSP and the Franchise Authority, the Franchisee and the Franchise Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Franchisee and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the Franchise Area.

12.3. Subsequent Change in Law. If there is a change in federal, state or local law that provides for a new or alternative form of authorization for a VSP to provide video services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchise Authority may request from or impose on a VSP providing video services to subscribers in the Franchise Area, the Franchise Authority agrees that, notwithstanding any other provision of law, upon Franchisee’s written request the Franchise Authority shall: (i) permit the Franchisee to provide video services to subscribers in the Franchise Area on the same terms and conditions as are applicable to a VSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity and parity between the Franchisee and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to Subscribers in the Franchise Area. The Franchise Authority and the Franchisee shall implement the provisions of this Section within sixty (60) business days after the Franchisee submits a written request to

the Franchise Authority. Notwithstanding any provision of law that imposes a time or other limitation on the Franchisee's ability to take advantage of the changed law's provisions, the Franchisee may exercise its rights under this Section at any time, but not sooner than thirty (30) days after the changed law goes into effect.

12.4. Effect on This Agreement. Any agreement, authorization, right or determination to provide video services to subscribers in the Franchise Area under Sections 12.2 or 12.3 shall supersede this Agreement, and the Franchisee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchise Authority, without penalty or damages.

SECTION 13 - Miscellaneous Provisions

13.1. Force Majeure. The Franchisee shall not be held in default under, or in non-compliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by lightning strike, earthquake, flood, tidal wave, unusually severe rain, ice or snow storm, hurricane, tornado, or other catastrophic act of nature; riot, war, labor disputes, environmental restrictions, failure of utility service or the failure of equipment or facilities not belonging to Franchisee, denial of access to facilities or rights-of-way essential to serving the Franchise Area necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Franchisee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Franchisee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

13.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchise Authority:

Town of Amherst
174 S. Main Street
P.O. Box 280
Amherst, VA 24521
Attention: Town Manager

To the Franchisee:

COMCAST OF CONNECTICUT/GEORGIA/MASSACHUSETTS/NEW HAMPSHIRE/NEW YORK/NORTH CAROLINA/VIRGINIA/VERMONT, LLC

55 Construction Lane
Fishersville, Virginia 22939-2310
Attention: Government Affairs Department

With copies to:

Comcast Cable
7850 Walker Drive, 2nd Floor
Greenbelt, MD 20770
Attention: Government Affairs Department

And to:

Comcast Cable Northeast Division
676 Island Pond Rd.
Manchester, NH 03109
Attention: Government Affairs Department

13.3. Entire Agreement. This Franchise Agreement and any exhibits or addendums hereto constitute the entire agreement between the Franchise Authority and the Franchisee and supersedes all prior or contemporaneous agreements, ordinances, representations, or understandings, whether written or oral, of the parties regarding the subject matter hereof. Any agreements, ordinances, representations, promises or understandings or parts of such measures that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

13.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State where the Franchise Area is located, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of such State, as applicable to contracts entered into and performed entirely within the State.

13.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchise Authority and the Franchisee, which amendment shall be authorized on behalf of the Franchise Authority through the adoption of an appropriate resolution or order by the Franchise Authority, as required by applicable law.

13.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8. Captions. Captions to sections throughout this Franchise Agreement are solely to facilitate the reading and reference to the sections and provisions of this Franchise Agreement. Such captions shall not affect the meaning or interpretation of this Franchise Agreement.

13.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, which Franchisee may have under federal or state law unless such waiver is expressly stated herein.

13.10. Incorporation by Reference

13.10.1. All presently and hereafter applicable conditions and requirements of federal, State and generally applicable local laws, including but not limited to the rules and regulations of the FCC and the State where the Franchise Area is located, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein. However, no such general laws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this Renewal Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such laws, rules or regulations.

13.10.2. Should the State, the federal government or the FCC require Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchise Authority and Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

13.11. Calculation of Time. Where the performance or doing of any act, duty, matter, payment, or operation is required hereunder and the period of time or duration for the performance or doing thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first day and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

13.12. Annexation. Upon ninety (90) days written notice, any additions of territory to the Franchise Authority, by annexation or other legal means, contiguous to the Franchise Area, shall thereafter be subject to all the terms of this Agreement as though it were an extension made hereunder related to the Cable System located or operated within said territory.

13.13. Authority to Execute. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

REMAINDER OF PAGE LEFT BLANK UNTIL SIGNATURE PAGE.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the last date set forth below:

Franchise Authority:

By: _____

Print Name: _____

Title: _____

Date: _____

Franchisee:

By: _____

Print Name: Mary McLaughlin

Title: Regional Senior Vice President

Date: _____

**A RESOLUTION ADOPTING A FRANCHISE AGREEMENT WITH COMCAST CABLE
FOR THE TOWN OF AMHERST**

WHEREAS, the Town of Amherst has had Comcast Cable as a long-term service provider for cable services within the Town limits; and,

WHEREAS, Comcast has approached the Town for a renewal of its Franchise so that it may continue to serve Town residents and business and utilize rights-of-way with the Town; and,

WHEREAS, Comcast has offered increased opportunities for residential and business hook-ups within the Town and deleted the density requirement within Town limits for new service; and,

WHEREAS, this Franchise agreement is non-exclusive and still allows other providers within Town limits; and,

WHEREAS, reliable cable and internet service is a public good and economic development benefit;

NOW THEREFORE, BE IT RESOLVED, the Town Council adopts this franchise agreement with Comcast cable for ten years with renewals.

This resolution was adopted on August 14, 2019.

Mayor Dwayne Tuggle

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, 186 South Main Street, Amherst, VA 24521.

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

- | | |
|--|---|
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Property Maintenance Investigation Board |
| <input type="checkbox"/> Board of Zoning Appeals | <input type="checkbox"/> Town/Sweet Briar Sewer Use Advisory Commission |
| <input checked="" type="checkbox"/> Industrial Development Authority | |

Full Legal Name: CLIFFORD A HART

Mailing Address: 219 GARLAND AVE AMHERST, VA

Home Address: SAME

E-mail Address: CAR CRAZY_67@YAHOO.COM

Phone No: Office 946-1590 Work: _____

Length of time at present address: 9 yrs

Are you over the age of 18? YES

Employer Name: TYTO ATHENE Address: 131 EAST COMMERCE ST. AMHERST, VA 24521

Current employment position: SENIOR CAD DESIGNER

List specific information which might qualify you for this appointment: CURRENTLY

ACTIVE IN TOWN DEVELOPMENT - MEMBER OF TOWN PLANNING COMMISSION,
PAST INVOLVEMENT IN STATE PROJECTS IN NORTHERN VA

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

I WANT TO BE INVOLVED IN RESPONSIBLE DEVELOPMENT AND GROWTH
FOR THE TOWN OF AMHERST. I HAVE LIVED HERE 9 YRS AND WOULD
TO SEE THIS TOWN FLOURISH

Clifford Hart
Signature of Applicant

7/12/19
Date

AMHERST TOWN COUNCIL
AGENDA – WEDNESDAY, AUGUST 14, 2019
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**
- 1. Public Hearing on lease of property at Brockman Industrial Park (Pgs. 1-9)–** *A public hearing has been set and advertised for a lease of property by Atlantic Coast Pipeline, LLC for approximately 49 acres, generally known as Tax Map number 96-5-15, and located at the end of Brockman Park Drive for a period of two years with possible extensions. Staff recommends a motion by Council to authorize the Town Manager to execute the lease.*

BRIEF RECESS TO ALLOW THOSE PRESENT SOLELY FOR ACP HEARING TO DEPART

- 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. 10-13 and handout)** – *Draft of the July 10, 2019 and the August 7, 2019 meeting minutes are **attached**. Please let Vicki Hunt know of any concerns by Wednesday morning such that any needed corrections can be presented at the meeting.*
- G. Correspondence and Reports**
- 1. Staff Reports (Pgs. 14-23)**
- a. Town Manager Monthly Report - **attached**
 - b. Police Chief Monthly Report - **attached**
 - c. Office Manager Monthly Report - **attached**
 - d. Clerk of Council Monthly Report- **attached**
 - e. Public Works Monthly Reports- **attached**
 - f. Town Attorney Monthly Report – **attached**
- 2. Council Committee Reports**
- a. Finance Committee – *Mrs. Carton*

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

3. Other Reports (Pgs. 24-30)

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

H. Discussion Items

- 1. Appointments to the Industrial Development Authority and Board of Zoning Appeals (Pgs. 52)-** *Sara Carter- There are two expiring terms for the above referenced groups. Staff requests Council appoint members to each group.*
- 2. Set Public Hearing for proposed Parking Ordinance changes (Handouts)-** *Tom Berry- Mr. Berry has revised Parking Ordinances suggestions for Council’s consideration in order to set a public hearing for next month.*

I. Matters from Staff

J. Matters from Town Council

K. Anticipated Town Council Agenda Items for Next Month

L. Citizen Comments

M. Adjournment

Mayor D. Dwayne Tuggle called a special meeting of the Amherst Town Council to order on August 7, 2019, at 7:00 P.M. in the Council Chambers of the Town Hall at 174 S. Main Street. It was noted that one seat is vacant and that a quorum was present as follows:

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

Also present were the following staff members:

Sara E. Carter	Town Manager	Vicki K. Hunt	Clerk of Council
Donte' Robinson	Police Officer		

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

Mayor Tuggle reported that one application for the vacant seat on Town Council was received from Sharon Watts Turner, 193 North Main Street, Amherst, VA 24521, and that the vacancy to be filled will be for a term commencing August 7, 2019, and ending upon completion of a special election to be held on November 5, 2019, certification of election results and the successful candidate taking the oath of office, in accordance with the Writ of Special Election entered in the Circuit Court for Amherst County, Virginia, on July 26, 2019.

Mr. Bunch made a motion which was seconded by Mrs. Ogden to appoint Sharon Watts Turner to fill the vacant seat on Town Council commencing on August 7, 2019, with Mrs. Turner to take her seat on August 14, 2019, and ending upon completion of a special election to be held on November 5, 2019, certification of election results and the successful candidate taking the oath of office.

After discussions, the motion carried 4-0 as follows:

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

There being no further business, on motion made by Mrs. Ogden which was seconded by Mr. Watts, the meeting adjourned at 7:03 pm until August 14, 2019, at 7:00 pm. The motion carried 4-0 with Mmes. Carton, Ogden, and Messrs. Watts and Bunch voting "Aye," and one seat vacant.

D. Dwayne Tuggle
Mayor

Attest: _____
Clerk of Council

Sec. 20-75. -Prohibited parking.

~~(a) It shall be unlawful to park any vehicle on any part of South Main Street or North Main Street, or on Second Street from the intersection with South Main Street to the intersection with Depot Street, between the hours of 4:00 a.m. and 6:00 a.m.-~~

~~(b) —~~

(a) No person shall park any truck ~~or~~ motor vehicle of more than 18,000 pounds gross weight, commercial vehicle (see 20.88), or any trailer or semitrailer, no matter what size, whether or not attached to a tractor, on any street for longer than two hours, except that this section shall not apply to trucks, trailers or semitrailers so parked while actually engaged in loading or unloading. In no case shall any such vehicle be parked in a manner as to obstruct the vision of vehicles entering or exiting public or private driveways or roadways.

~~(c) —~~

(b) No person shall park a truck or motor vehicle used for the purpose of transporting any explosive or more than 50 gallons of gasoline, kerosene, benzyl, naphtha, or other volatile or hazardous materials on any street or alley between the hours of 6:00 p.m. and 6:00 a.m., regardless of whether such vehicle is loaded or empty. No person shall park any such vehicle in any residential zone for any length of time or purpose other than for the purpose of actual delivery of goods or materials.

~~(d) —~~

(c) It shall be unlawful for any person to allow any motor vehicle, house trailer, camping trailer, trailer designated for the transportation of any freight or goods or livestock, or any other trailer or apparatus of any kind whatsoever designated to be attached or pulled by a motor vehicle to remain in the same location on any street in the town for a longer period of time than two hours.

~~(e) —~~

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

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

~~(Code 1965, § 7-111; Code 2005, § 16-40.1; Ord. of 7-11-2007)~~

~~State Law reference — Penalty for ordinance violations, Code of Virginia, § 15.2-1429.~~

Sec. 20-88 - Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial vehicle. Every motor vehicle, other than a passenger car, truck, and recreational vehicle and trailer, which is designed or used to carry, deliver, handle or move goods, to transport one or more persons who perform services in commerce, industry or trade, or to transport more than eight persons of any age, including the driver, and which has painted or displayed upon it any sign identifying or advertising any business, commercial venture, school or passenger transport service of any kind, or is registered with the Virginia Department of Motor Vehicles, or leased by the registered owner, to a corporation, partnership, sole proprietor, other business or commercial entity or school.

Truck. Every motor vehicle designed to transport property on its own structure independent of any other vehicle and having a registered gross weight in excess of 7,500 pounds.