

ROCKY MOUNT TOWN COUNCIL
AGENDA
REGULAR COUNCIL MEETING
TO BE HELD IN COUNCIL CHAMBERS
ROCKY MOUNT MUNICIPAL BUILDING
345 DONALD AVENUE
ROCKY MOUNT, VIRGINIA
OCTOBER 10, 2011
AT 7:00 P.M.

**NOTE: WHEN SPEAKING BEFORE TOWN COUNCIL, PLEASE COME TO THE PODIUM AND GIVE YOUR NAME AND ADDRESS, ADDRESSING THE TOWN COUNCIL AND NOT THE AUDIENCE. WHEN GIVING COUNCIL ANY DOCUMENTATION, COPIES ARE TO BE GIVEN TO TOWN CLERK PRIOR TO SPEAKING.
ALL CELLULAR PHONES MUST BE TURNED OFF DURING COUNCIL MEETING.
THE TOWN OF ROCKY MOUNT IS PLEASED TO OFFER ASSISTANCE DEVICES AT ITS MEETINGS FOR RESIDENTS WITH SPECIAL HEARING NEEDS. ASK ANY STAFF MEMBER OR THE CLERK AND A DEVICE WILL BE LOANED TO YOU.**

- I. Roll Call
- II. Pledge of Allegiance
- III. Approval of Agenda
- IV. Special Items
 - A. Presentation by Franklin County Historical Society, Inc.
- V. Public Hearing(s)
 - A. Public Hearing for Consideration of Adoption of Local/Regional Water Supply Plan
 - Review and consideration of adoption of the local/regional water plan, with includes a draft resolution approving the Roanoke Valley Alleghany Regional Commission (RVARC) Regional Water Supply Plan
 - B. Public Hearing for Disposition of Real Property
 - Review and consideration of disposition of real property located on Bernard Road in the Town of Rocky Mount, described as Lot 1, Franklin Heights, identified as Tax Map Number 202.01-105.00 according to the current land books of Franklin County, Virginia.
- VI. Approval of Draft Minutes
 - September 12, 2011 Regular Meeting Minutes
- VII. Approval of Consent Agenda
 - Miscellaneous Resolutions/Proclamations
 - Miscellaneous Action
 - Departmental Monthly Reports
 - Community Development
 - Finance Department
 - Fire Department
 - Police Department
 - Public Works Department
 - Wastewater Department
 - Water Department
- VIII. Hearing of Citizens
(No one had contacted the Town Clerk to indicate they wanted to appear before the Rocky Mount Town Council at this time.)

- IX. Old Business
(None at this time)

- X. New Business
 - A. Request of Community Partnership for Revitalization (CPR)
 - Request of CPR for the use of roadways in relation to the annual 2011 Chug for the Jug 5k race scheduled for October 29, 2011.

 - B. Consideration of Modifying AT&T Agreement Lease for Space on Scuffling Hill Water Tank
 - Review and consideration of AT&T requesting that their lease agreement be modified for the antenna that is currently on the Town of Rocky Mount Scuffling Hill water tank.

 - C. Consideration of Setting Work Session to Review Town of Rocky Mount Utility Rates
 - Review and consideration of setting dates for a Rocky Mount Town Council work session to review the Town of Rocky Mount's current utility rates.

 - D. Consideration of Lease Agreement for Sign Located Near North Main Street Exit
 - Review and consideration of leasing a sign located north of Rocky Mount on 220 North near the North Main Street Exit in order to promote Town businesses.

- XI. Committee Reports
 - A. Public Utilities Committee
 - Review and consideration of proposed changes to Section 58 of the Town of Rocky Mount Code that would institute a fire suppression system inspection program, and a fee for fire suppression connections in the Town of Rocky Mount's water system.

 - B. Streets & Sidewalks Committee
 - Review and consideration of two sidewalk projects: Scuffling Hill Road and State Route 40 East, which includes a draft resolution and application for Virginia Department of Transportation revenue sharing fund to construct the concept plans as presented.

- XII. Other Matters, Concerns and Rise 'N Shine Appearances
 - A. Referrals to Planning Commission from Rocky Mount Town Council
 - B. Council Members Appearing with Town Staff on Rise 'N Shine

- XIII. Closed Meeting and Action
(None at this time)

- XIV. Adjournment

Copies of Agenda Packet are available for review at the Town Clerk's Office located at the Rocky Mount Municipal Building, 345 Donald Avenue, Rocky Mount, Virginia Monday through Friday during normal working hours, or by going to Town of Rocky Mount website: www.rockymountva.org.

Notice of intent to comply with Americans With Disabilities Act: Special assistance is available for disabled persons addressing Town Council. Efforts will be made to provide adaptations or accommodations based on individual needs of qualified individuals with disability, provided that reasonable advance notification has been received by the Town Clerk's Office. For assistance, please contact the Town Clerk's Office, Town of Rocky Mount, 345 Donald Avenue, Rocky Mount, Va. 24151, or by calling (540) 483-7660.

Thank you for taking the time to participate in your Town Council meeting. The Mayor and members of Council invite and encourage you to attend whenever possible because good government depends on the interest and involvement of citizens.

AGENDA ITEM	SYNOPSIS AGENDA OCTOBER 10, 2011 REGULAR ROCKY MOUNT TOWN COUNCIL MEETING
I. Roll Call II. Pledge of Allegiance	
III. Approval of Agenda	<i>Enclosure: Yes</i>
IV. Special Items	<p>A. <u>Presentation by Franklin County Historical Society, Inc.</u></p> <p>Linda Stanley, Special Projects Coordinator for the Franklin County Historical Society, will be presenting to Rocky Mount Town Council a copy of a map of the Town of Mount Pleasant, giving a short history of the first town, along with making a short presentation to the Town.</p> <p><i>Enclosure: Yes</i></p>
V. Public Hearing(s)	<p>A. <u>Public Hearing for Consideration of Adoption of Local/Regional Water Supply Plan</u></p> <p>The Town of Rocky Mount will hold a public hearing to consider the adoption of the local/regional water supply plan, which includes a draft resolution approving the RVARC Regional Water Supply Plan, and a proposed Drought Ordinance. Enclosed is a synopsis from the Town Manager that explains the proposal in further detail.</p> <p><i>Enclosure: Yes</i></p> <p>B. <u>Public Hearing for Consideration of Disposition of Real Property</u></p> <p>The Town of Rocky Mount will hold a public hearing to consider the disposition of real property located on Bernard Road in the Town of Rocky Mount, described as Lot 1, Franklin Heights, identified as Tax Map Number 202.01-105.00 according to the current land books of Franklin County, Virginia. Specific reference is made to Section 15.2-1800 of the Code of Virginia (1950), as amended, which grants the legal authority for the disposition.</p> <p><i>Enclosure: Yes</i></p>
VI. Approval of Draft Minutes	<ul style="list-style-type: none"> ● September 12, 2011 Regular Meeting Minutes <p><i>Enclosure: Yes</i></p>

<p>VII. Approval of Consent Agenda</p>	<ul style="list-style-type: none"> ● Miscellaneous Resolutions/Proclamations ● Miscellaneous Action ● Departmental Monthly Reports <ul style="list-style-type: none"> - Community Development - Finance Department - Fire Department - Police Department - Public Works Department - Wastewater Department - Water Department ● Bill List <p><i>Enclosure: Yes</i></p>
<p>VIII. Hearing of Citizens</p>	<p><i>(No one contacted the Town Clerk's Office at this time to request to come before Rocky Mount Town Council.)</i></p> <p><i>Enclosure: No</i></p>
<p>IX. Old Business</p>	<p><i>(none at this time)</i></p> <p><i>Enclosure: No</i></p>
<p>X. New Business</p>	<p>A. <u>Request of Community Partnership for Revitalization</u></p> <p>Enclosed is a request from Community Partnership for Revitalization (CPR) for the use of certain roadways the morning of October 29, 2011 between 8:30 a.m. and 10:00 a.m. in order for them to host the 2011 Chug for the Jug 5k race scheduled that day.</p> <p><i>Enclosure: Yes</i></p> <p>B. <u>Consideration of Modifying AT&T Agreement Lease for Space on Scuffling Hill Water Tank</u></p> <p>Enclosed is a summarization from the Town Manager regarding AT&T requesting that their lease agreement be modified for the antenna that is currently on the Town of Rocky Mount Scuffling Hill water tank.</p> <p><i>Enclosure: Yes</i></p> <p>C. <u>Consideration of Setting Work Session to Review Town of Rocky Mount Utility Rates</u></p> <p>Enclosed is a summarization from the Town Manager regarding setting dates for a Rocky Mount Town Council work session to review the Town of Rocky Mount's current utility rates.</p> <p><i>Enclosure: Yes</i></p>

<p>X. New Business (continued)</p>	<p>D. <u>Consideration of Lease Agreement for Sign Located Near North Main Street Exit</u></p> <p>Enclosed is a brief synopsis from the Town Manager regarding available sign located north of Rocky Mount on 220 North that is available for lease that the Town could use to advertise the Town's local businesses.</p> <p><i>Enclosure: Yes</i></p>
<p>IX. Committee Reports</p>	<p>A. <u>Public Utilities Committee</u></p> <p>The Public Utilities Committee met on September 13, 2011 to consider changes to Section 58 of the Town of Rocky Mount Code that would institute a fire suppression system inspection program and a fee for fire suppression connections to the Town of Rocky Mount's water system.</p> <p>Enclosed is a summarization from the Town Manager regarding the proposed changes for Council's review and consideration.</p> <p><i>Enclosure: Yes</i></p> <p>B. <u>Streets & Sidewalks Committee</u></p> <p>The Streets & Sidewalks Committee met on September 13, 2011 to consider options for the use of the \$50,000 set aside for sidewalk work in the Town. Two projects were considered: Scuffling Hill Road and State Route 40 East. Enclosed is a summarization from the Town Manager of that meeting, along with the recommendation from the Committee to Council. Also enclosed for Council's review and consideration is a draft resolution and application for VDOT revenue sharing fund to construct the concept plans as outlined in the attached summarization submitted by the Town Manager.</p> <p><i>Enclosure: Yes</i></p>
<p>XII. Other Matters, Concerns, and Rise 'N Shine Appearances</p>	<p>A. Referrals to Planning Commission from Town Council</p> <p><i>(none at this time)</i></p> <p><i>Enclosure: No</i></p> <p>B. Council Members Appearing with Town Staff on Rise 'N Shine</p> <p>The Town Manager appeared on the Rise 'N Shine show today.</p> <p><i>Enclosure: No</i></p>
<p>XIII. Closed Meeting Items</p>	<p><i>(none at this time)</i></p> <p><i>Enclosure: No</i></p>

ITEM(S) TO BE CONSIDERED UNDER:

- Consent Item**
 Old Business
 New Business
 Committee Report
 Special Items

FOR COUNCIL MEETING DATED:	October 10, 2011
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STAFF MAKING REQUEST:	C. James Ervin Town Manager
BRIEF SUMMARY OF REQUEST:	Linda Stanley, Special Projects Coordinator for the Franklin County Historical Society, will be presenting to Council a copy of a map of the Town of Mount Pleasant, giving a short history of the first town, along with making a short presentation to the Town.
ACTION NEEDED:	None

Attachment(s): Yes

FOLLOW-UP ACTION: (To be completed by Town Clerk)	

Well:

We plan to present Council with a framed drawing of the layout of the original town, Mount Pleasant and make a short presentation on the town's history.

Assume it will be me and Ben Pinckard who is president of the Historical Society.

Probably less than 10 min including introducing us. Thanks

Linda Stanley, Special Projects Coordinator
Franklin County Historical Society

PO Box 905

Rocky Mount, VA 24151

(540) 483-1890

From: Pat Keatts <pkeatts@rockymountva.org>

To: Linda Stanley <fchistorical@yahoo.com>

Sent: Tuesday, September 20, 2011 4:53 PM

Subject: October Agenda Item

Linda,

Don't forget I need something from you no later than September 30 for when you want to be on the October 10th Council agenda re: what you sent me below:

Pat - The Mayor has asked us to contact James (but I know it's really YOU I need to call!) to secure a spot on the October Council agenda. We plan to bring a copy of a map of the Town of Mount Pleasant to present to Council - and would like 5 to 10 min to give a short history of the first town and make the actual gift. This in keeping with the renovation project uptown and a desire to educate our townspeople about our earlier years.

Ben Pinckard and prob me will make the short presentation. This will be a nicely framed drawing of the old town's limits & lots along with a framed historical description of Mount Pleasant. Let me know if a spot is available etc. Thanks in advance.

Patricia H. Keatts, MMC

Town Clerk

Town of Rocky Mount

345 Donald Avenue

Rocky Mount, VA 24151

(540) 483-7660

ITEM(S) TO BE CONSIDERED UNDER:

- Consent Item**
 Old Business
 New Business
 Committee Report
 Public Hearing

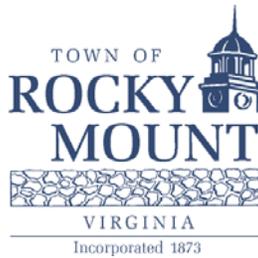
FOR COUNCIL MEETING DATED:	October 10, 2011
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STAFF MAKING REQUEST:	C. James Ervin Town Manager
BRIEF SUMMARY OF REQUEST:	<p>As mandated by the State Water Control Board's Local and Regional Water Supply Planning Regulation (9 VAC 25-780) the counties of Bedford, Botetourt, Franklin, and Roanoke; the cities of Roanoke and Salem; and the towns of Boones Mill, Buchanan, Fincastle, Rocky Mount, Troutville, and Vinton are participating in the Greater Roanoke Regional Water Supply Plan. Background information on development of the regional water supply plan is attached.</p> <p>A final draft of the Greater Roanoke Regional Water Supply Plan has been submitted to Department of Environmental Quality (DEQ) and the participating local governments for review and comment. The draft plan has been available at the Town Clerk's office for the last 30 days. The document is in excess of 600 pages. The parts relative to Rocky Mount have been excerpted and are attached. They are:</p> <ol style="list-style-type: none"> 1. The history of the Water Supply Planning Process. 2. An Executive Summary of the entire plan. 3. Page 44 to 50 of Appendix E which is Rocky Mount's Drought Response Plan 4. A Draft Resolution approving the RVARC Regional Water Supply Plan 5. A Proposed Drought Ordinance that implements Rocky Mount's current drought response plan. <p>The Town's current drought response plan is not codified as an ordinance and is implemented via Sec. 58-291 of the Town of Rocky Mount Code which states:</p> <p>Sec. 58-291. Water use restrictions during period of drought or emergency.</p> <p>(a) The manager shall have the authority to designate and formulate all necessary conditions and restrictions concerning the conservation of public water during periods of drought or emergency.</p> <p>(b) The manager shall have the authority to permit or not permit sprinkling of grass, gardens, washing of automobiles and other activities involving the use of water from the water system. Such conditions and restrictions shall bear a reasonable relationship to the conservation of water or water pressures, and shall be advertised by the publication of the conditions and restrictions at least once in a newspaper having general circulation in the town.</p>

	<p>(c) Any person who fails to comply with or violates any conditions or restrictions imposed by the manager under the authority of this section shall be guilty of a misdemeanor and shall be punished by a fine not more than \$250.00. (Ord. of 7-11-94, art. XIII, § 1)</p> <p>As part of the Regional Water Supply Plan, DEQ requests that the Town of Rocky Mount adopt an ordinance enacting its Drought Response Plan. A proposed ordinance is submitted for your consideration.</p> <p>The Greater Roanoke Regional Water Supply Plan and drought ordinance must be formally adopted by each participating local government and then submitted to the State Water Control Board on or before November 2, 2011. The resolutions adopting the plan and the ordinances will become part of the formal submittal of the water supply plan.</p> <p>As such, the plan and ordinance will need to be adopted by each participating local government. The Regional Commission will submit the plan upon adoption by all local governments. Shane Sawyer with the Regional Commission worked with the Town to develop Rocky Mount's specific parts of the plan and is available to discuss the plan with Town Council.</p> <p>Council is requested to:</p> <ul style="list-style-type: none"> - Hear public comment on the plan. - Vote on a resolution adopting the plan. - Vote on the Draft Ordinance codifying our Drought Response Plan.
ACTION NEEDED:	<p>(1) Approval/denial of proposed plan. (2) Approval/denial of draft resolution.</p>

Attachment(s): Yes

<p>FOLLOW-UP ACTION: (To be completed by Town Clerk)</p>	



**RESOLUTION APPROVING THE
ROANOKE VALLEY ALLEGHANY REGIONAL COMMISSION
WATER SUPPLY PLAN
BY THE
ROCKY MOUNT TOWN COUNCIL**

WHEREAS, Virginia State Water Control Board Regulation 9 VAC 25-780, Local and Regional Water Supply Planning, requires all counties, cities and towns in the Commonwealth of Virginia to prepare and submit a water supply plan to the Department of Environmental Quality (DEQ); and

WHEREAS, the Town of Rocky Mount is a participant in the Roanoke Valley Alleghany Regional Commission (RVARC) Regional Water Supply Planning Group as reported to DEQ by letter before the November 2, 2088 deadline; and

WHEREAS, on October 10, 2011, the Town of Rocky Mount held a public hearing to accept public comment on the Regional Water Supply Plan; and

WHEREAS, the adopted Regional Water Supply Plan will be submitted to the DEQ on or before November 2, 2011.

NOW, THEREFORE BE IT RESOLVED that the Rocky Mount Town Council of the Town of Rocky Mount hereby adopts the RVARC Regional Water Supply Plan as it pertains to the Town of Rocky Mount. Approval and adoption of this regional plan indicates support for and general agreement with the regional planning approach, but does not indicate approval or disapproval of conclusions and recommendations presented in the plan as they pertain to other localities. The Town of Rocky Mount reserves the right to comment on specific water supply alternatives in the future, even though such alternatives may be recommended in this adopted plan. The Town of Rocky Mount will not be limited to specific water supply alternatives in this adopted plan and reserves the right to recommend additional alternatives for consideration in the future.

BE IT FURTHER RESOLVED that the Rocky Mount Town Council of the Town of Rocky Mount intends that the Regional Water Supply Plan shall be revised to reflect changes in relevant data at least once every five years and resubmitted to DEQ every ten years in accordance with the regulation and sound planning practice.

Adopted in the Town of Rocky Mount, Virginia this 10th day of October 2011.

Given under my hand this 10th day of October 2011.

Steven C. Angle, Mayor

ATTEST:

Patricia H. Keatts, Town Clerk

Item No 1

Water Supply Planning History

Development of the Regulations

- In the Fall of 2002, a Water Policy Technical Advisory Committee (TAC) was formed to address ways to improve water supply planning in Virginia in response to the drought of 1999-2002.
- The General Assembly enacted SB1221 in 2003, which required the Virginia Department of Environmental Quality (DEQ) to develop criteria for local and regional planning and a preliminary state water resources plan.
- The Water Policy TAC completed a draft of the water supply planning regulation on October 1, 2004. The draft regulation was endorsed by the State Water Commission on November 22, 2004 and approved for public comment by the State Water Control Board on December 2, 2004.
- Title 62.1 of the Code of Virginia 9 VAC 25-780 et seq. Local and Regional Water Supply Planning Regulations became effective on November 2, 2005.
- The regulations require all local governments in the Commonwealth of Virginia to submit a local or regional water supply plan to the State Water Control Board.
- The purpose of the regulations is to:
 - Establish a comprehensive water supply planning process;
 - Ensure that adequate and safe drinking water is available;
 - Encourage, promote, and protect all other beneficial uses; and
 - Encourage, promote, and develop incentives for alternative water sources.

Development of the RVARC Regional Water Supply Plan

- In 2003, the report titled “Long-Range Water Supply System Study for Bedford County, Botetourt County, Franklin County, Roanoke County, City of Roanoke, City of Salem, and the Town of Vinton” and dated July 18, 2003 was prepared for the RVARC by Black & Veatch. The purpose of the Long-Range Water Supply System Study was to analyze existing water supply system sources and facilities, consider future water needs, and to identify possible solutions to satisfy anticipated growth in the Roanoke Valley over the next 50 years.
- The RVARC planning group began developing the Regional Water Supply Plan (Plan) in June 2006 and was one of the first regions in the Commonwealth to begin developing a Plan.
- Benefits to completing a regional plan include:
 - Participants in the region were already working together on water supply issues;
 - Continued communication between participants; and

- A November 2, 2011 submittal date for regional plans compared to submittal for local plans beginning in November 2008.
 - DEQ encouraged regional approaches to plan development, including giving preference to regions in their evaluation of grant awards.
- Local governments participating in the Plan provided notification of their intent to participate in the Plan to DEQ by November 2, 2008.
- RVARC submitted a draft of the Plan on July 2, 2010.
- In February 2011, RVARC received comments on the draft Plan from DEQ.
- The Plan will be revised based on DEQ comments prior to submission of final Plan on or before November 2, 2011.

Item No. 2

EXECUTIVE SUMMARY

Organization of the Roanoke Valley Alleghany Regional Commission (RVARC) Regional Water Supply Plan (Plan) generally follows the State Water Control Board's regulation 9 VAC 25-780, Local and Regional Water Supply Planning. The major sections in the Plan include information on water sources, water use, and natural resources in the region; water demand management information including population and demand projections, water conservation practices, and drought response and contingency planning; a statement of need and alternatives analysis; and information on public participation. This executive summary provides a summary of the regional approach as well as a summary for each of the twelve participating jurisdictions.

The conclusions presented in the Plan are based upon information (current as of August 2009) provided by the twelve participating jurisdictions and two public water authorities, the Virginia Department of Health (VDH), and/or the Virginia Department of Environmental Quality (VDEQ). The projected water demands presented in the Plan are based on current water source and current water use information provided during the study and as described in the Plan. Future water needs for the region are based on the demand projections, which become more hypothetical as the demands are projected through the 50-year planning period. A projected potential water surplus or deficit in the future does not imply that such a surplus or deficit will actually occur but based on current information plans should be made for addressing this situation. This Plan will be reviewed every five years and resubmitted to VDEQ every 10 years; therefore, the projected water demands and future water needs presented in Plan will be revised as updated information becomes available to refine those projections and more accurately characterize future needs.

The Plan complies with the State Water Control Board's regulation 9 VAC 25-780, Local and Regional Water Supply Planning, and is a functional plan supporting sustainable growth and economic development. The purpose of the regulation is to establish a comprehensive water supply planning process for the development of local, regional, and state water supply plans. This process is designed to:

- Ensure that adequate and safe drinking water is available to all citizens within the region;
- Encourage, promote, and protect all other beneficial uses of the region's water resources;
- Encourage, promote, and develop incentives for alternative water sources; and
- Promote conservation.

Local governments participating in the regional plan notified VDEQ of their intent to participate in the Plan before the November 2, 2008 deadline. The Plan was submitted to the VDEQ prior to the November 2, 2011 deadline. A public hearing was held by each participating jurisdiction and the local governments passed resolutions approving the Plan as well as adopting other policies or ordinances that were developed during the planning process.

The RVARC regional water supply planning group is made up of twelve local governments and two service authorities. Participating jurisdictions include the counties of Bedford, Botetourt, Franklin, and Roanoke; the cities of Roanoke and Salem; and the towns of Boones Mill, Buchanan, Fincastle, Rocky Mount, Troutville, and Vinton. The Bedford County Public Service Authority (BCPSA) and Western Virginia Water Authority (WVWA) also participate. The BCPSA provides water service to Bedford County and the WVWA primarily provides water service to the City of Roanoke and Roanoke County.

The RVARC region is located in the western-central portion of Virginia in the Valley and Ridge, and Blue Ridge and Western Piedmont Physiographic Provinces. According to the U.S. Census Bureau, the total population for the region in 2000 was estimated to be 343,589. The region is served by both surface water and groundwater sources. The major streams utilized in the region as water sources include the Roanoke River, Blackwater River, and Crystal Spring. The major reservoirs in the region utilized as water sources include Smith Mountain Lake, Carvins Cove Reservoir, Falling Creek Reservoir, and Spring Hollow Reservoir. Much of the region is also dependent upon groundwater as well as springs. The WVWA is one of the major water providers in the region selling water to the BCPSA, Franklin County, Roanoke County, City of Roanoke, and the Town of Troutville.

Based on projected demands and the total existing public community water system capacities for the each locality, the RVARC region is projected to experience a water supply deficit of approximately 7.76 MGD by the year 2060. It should be noted that there is some uncertainty associated with any specific estimate of future deficit (or surplus) 50 years into the future and that uncertainty increases further into the 50-year period. This deficit is based on current limiting capacities and total demands (excluding sales to jurisdictions).

Additional private demand (from groundwater and surface water sources) of approximately 25.19 MGD may be needed to supply residential and agricultural users outside the service areas of the public community water systems. It is important to note should any of the private community water systems become part of a public community water system, this may increase the future public community water system deficit projections.

Two water supply alternatives were identified as the most economical future solutions to meet the region's water supply needs. They are expansion of the Smith Mountain Lake Regional Water Treatment Plant (WTP) in Bedford County and an additional intake on Smith Mountain Lake to supplement Carvins Cove. The expansion of the Smith Mountain Lake Regional WTP in Bedford County would meet the deficiencies of Bedford County and Franklin County. A 2003 present worth of \$55 Million was identified for this alternative. An additional intake on Smith Mountain Lake, dedicated to pumping water into Carvins Cove, would provide service to Botetourt County, Roanoke County, City of Salem, City of Roanoke, and Town of Vinton. A 2003 present worth of \$53 Million was anticipated for this alternative. The total of these two projects, a 2003 present worth of \$108 Million, would appear to reduce overall costs for the region. In addition, staged construction of the projects could allow for planned financing of the projects. The scope of the projects, and the associated costs, could be reduced with the inclusion of local projects within the region, which would increase capacity of individual systems, and reduce the system deficits.

Bedford County

Bedford County is located in the Blue Ridge Physiographic Province in the eastern portion of the RVARC region. According to the U.S. Census Bureau, the population in 2000 was 60,371. The BCPSA owns and operates the public community water systems in Bedford County. There are three major public community water systems operated by the BCPSA: Forest and New London system, High Point WTP, and Stewartville Consecutive. The Forest and New London system serves the eastern portion of the county using water purchased from the City of Lynchburg. The High Point WTP serves the southern portion of the county and utilizes water from Smith Mountain Lake. Stewartville Consecutive serves the western portion of the county using water purchased from the WVWA. In addition, the BCPSA operates several smaller community water systems which rely on groundwater wells. The BCPSA serves approximately 17,993 people. In addition, there are 15 known private community water systems utilizing groundwater in Bedford County and one private community water system utilizing surface water. These private systems serve approximately 3,742 people. The remaining residents within the County are served by individual groundwater wells.

Without current water purchasing agreements, the BCPSA would already be experiencing a water supply shortage. The current capacity for the BCPSA is 0.82 MGD. Based on this capacity, the deficit by 2060 is projected to be 3.18 MGD. The BCPSA currently purchases approximately 1.4 MGD from the City of Lynchburg and assuming the amount of water purchased remains the same, BCPSA is expected to experience a shortage around 2015. In addition, it is estimated that an additional 9.40 MGD of supply will be required by 2060 to meet growing private water supply needs within the County.

The BCPSA is currently working to increase their permitted withdrawal capacity at Smith Mountain Lake which will reduce the projected deficit. Based on the size of Smith Mountain Lake and its use along with Leesville Lake as a pump-back electrical power generation/storage facility, additional water could be

withdrawn for water supply in the surrounding area without impacting downstream flows. Additional water withdrawal from Smith Mountain Lake in the future would help address the projected deficit expected. However, an expansion of the existing BCPSA or construction of a new WTP would be required to treat additional Smith Mountain Lake withdrawals. The *2008 Update to the 1994 Comprehensive Water and Wastewater Study for Bedford County, Virginia* (Draper Aden Associates, Inc., February 12, 1009) looked at three potential options for utilizing Smith Mountain Lake water as a source for all areas of the County. These potential alternatives included options for construction of a new Regional WTP.

Botetourt County

Botetourt County is located in the Valley and Ridge and Blue Ridge Physiographic Provinces in the northwestern portion of the RVARC region. According to the U.S. Census Bureau, the population in 2000 was 28,472. Botetourt County owns and operates nine public community water systems in Botetourt County utilizing groundwater or purchased water from the Town of Troutville and serves approximately 4,780 people. In addition, there are 26 known private community water systems utilizing groundwater in Botetourt County. These private systems serve approximately 9,049 people. The remaining residents within the County are served by individual groundwater wells.

Botetourt County currently has a surplus of 0.70 MGD based on a limiting capacity of 1.14 MGD. Botetourt County is expected to experience a water supply deficit around 2020, when projected public water system demands exceed the current public water system capacity of 1.14 MGD. Without the development of a public water source, or purchase agreement to buy water from another jurisdiction, Botetourt County is expected to experience a water supply deficit of approximately 1.81 MGD by 2060. In addition, it is estimated that an additional 4.01 MGD of supply will be required by 2060 to meet growing private water supply needs within the County.

One potential alternative for Botetourt County to address the deficit of approximately 1.8 MGD by 2060 is additional groundwater supply wells. Since Botetourt County is dominated by individual public and private community water systems, additional groundwater wells would increase individual system capacity and reduce system deficit. A more regional solution would be purchasing water from the WVWA.

Franklin County

Franklin County is located in the Blue Ridge and Western Piedmont Physiographic Provinces in the southern portion of the RVARC region. According to the U.S. Census Bureau, the population in 2000 was 42,935. On November 5, 2009, Franklin County officially became a member of the WVWA. Franklin County and the WVWA own and operate eight public community water systems which serve approximately 4,832 people. The public community water systems in Franklin County utilize groundwater and water purchased from the surrounding towns, including Boones Mill, Rocky Mount, and the Ferrum Water and Sewer Authority (FWSA). In addition, water is supplied along the southern portion of Smith Mountain Lake through a purchase agreement between the County and the BCPSA. The Town of Ferrum also owns and the FWSA operates a public community water system serving approximately 3,904 people. There are also 33 known private community water systems utilizing groundwater in Franklin County. These private systems serve approximately 6,811 people. The remaining residents within the County are served by individual groundwater wells.

Franklin County is expected to experience a water supply deficit of approximately 0.02 MGD around 2010, when projected public water system demands exceed the current public water system capacity of 0.45 MGD. Without the development of a public water source, or purchase agreement to buy water from another jurisdiction, Franklin County is expected to experience a water supply deficit of approximately 1.96 MGD by 2060. Franklin County is dominated by private community water systems. It is estimated that an additional 2.20 MGD of supply

will be required by 2060 to meet growing private water supply needs within the County.

The construction of a new 10.0 MGD Lakes Regional Water Treatment Plant on Smith Mountain Lake and an interconnection to the BCPSA water system is recommended. At this time, the major limiting factor for obtaining additional supply from Smith Mountain Lake is the cost of a new WTP and the potential challenges associated with a new withdrawal permit for that quantity of water. Another potential alternative for Franklin County is installation of additional groundwater wells. Since Franklin County is dominated by private community water systems, additional groundwater wells would increase individual system capacity and reduce community water system deficit.

Roanoke County and City of Roanoke

Roanoke County and City are located in the Valley and Ridge and Blue Ridge Physiographic Provinces in the western portion of the RVARC region. According to the U.S. Census Bureau, the population in 2000 for Roanoke County and the City of Roanoke was 77,996 and 94,911, respectively. Water is supplied to the County and City by the WVWA with the eastern portions of the County supplied by the Town of Vinton. The WVWA owns and operates five public community water systems: Carvins Cove Reservoir, Falling Creek/Beaver Dam Reservoir, Spring Hollow Reservoir, Crystal Spring, which utilizes a stream intake on the Roanoke River, and Andrew Lewis Place, which purchases water from the City of Salem. The WVWA also utilizes groundwater wells. The WVWA serves approximately 151,107 people in Roanoke County and the City of Roanoke. In addition, there are eight known private community water systems utilizing groundwater in Roanoke County. These private systems serve approximately 1,113 people. The remaining residents within the County are served by individual groundwater wells.

The WVWA currently has a water surplus of 21.00 MGD. The WVWA water supply is adequate until approximately 2056 when the WVWA is expected to

experience a water supply deficit of approximately 0.02 MGD. The WVWA is expected to experience a water supply deficit of approximately 0.92 MGD by 2060. In addition, it is estimated that an additional 3.75 MGD of supply will be required by 2060 to meet growing private water supply needs within Roanoke County.

Potential alternatives to meet future water supply needs for the WVWA, Roanoke County, and City of Roanoke include: augmentation of Carvins Cove Reservoir with additional intakes on Smith Mountain Lake, the Roanoke River, and/or the James River and an additional intake on the New River. The Blacksburg Christiansburg VPI Water Authority has an unrestricted intake along the New River in Montgomery County. The intake could be used for the withdrawal of water and delivery to Spring Hollow Reservoir, Wilson Creek, Catawba Creek or Carvins Cove Reservoir.

City of Salem

The City of Salem is located in Roanoke County in the Valley and Ridge Physiographic Province in the western portion of the RVARC region. According to the U.S. Census Bureau, the population in 2000 was 24,747. The City of Salem owns and operates the public community water system for the City, which utilizes a stream intake on the Roanoke River. The City of Salem serves approximately 24,682 people. In addition, there is one known private community water system utilizing groundwater in the City of Salem serving approximately 65 people.

The City of Salem currently has a water supply surplus of 2.50 MGD based on a limiting capacity of 8.00 MGD. The City of Salem is expected to experience a water supply deficit of approximately 0.23 MGD between 2028 and 2030, when projected public water system demands exceed the current public water system capacity. Without the development of a public water source, or purchase agreement to buy water from another jurisdiction, the City of Salem is expected to experience a water supply deficit of approximately 2.50 MGD by 2060.

The City of Salem currently has plans to install an additional groundwater well to upgrade their existing capacity of 10.5 MGD to 14-15 MGD. In addition, a regional solution to meet the future water supply needs of the City would be purchasing water from the WVWA.

Town of Boones Mill

The Town of Boones Mill is located in Franklin County in the southern portion of the RVARC region. According to the U.S. Census Bureau, the population in 2000 was 285. The Town of Boones Mill owns and operates the public community water system for the Town, which utilizes a groundwater. The Town of Boones Mill water system serves approximately 285 people.

The Town of Boones Mill is expected to experience a water supply deficit between 2018 and 2020, when projected public water system demands exceed the current public water system capacity of 0.08 MGD. Without the development of a public water source, or purchase agreement to buy water from another jurisdiction, the Town of Boones Mill is expected to experience a total water supply deficit of approximately 0.05 MGD by 2060.

The Town of Boones Mill is dependent upon groundwater for supply of water in the Town's municipal water system. The geology of the area is conducive to the development of groundwater wells to serve modest needs. If the Town does not buy water from neighboring municipal systems (e.g., WVWA), it is likely that groundwater development would provide for future capacity growth. This alternative is still conceptual in nature; therefore, the actual locations, number and depth of potential new groundwater wells are not known at this time and additional study is required to determine this information.

Town of Buchanan

The Town of Buchanan is located in Botetourt County in the northwestern portion of the RVARC region. According to the U.S. Census Bureau, the population in 2000 was 1,233. The Town of Buchanan owns and operates the public

community water system for the Town, which utilizes groundwater. The Town of Buchanan water system serves approximately 1,230 people.

The Town of Buchanan currently has a water supply surplus of approximately 0.50 MGD and is expected to experience a water supply surplus of approximately 0.32 MGD in 2060.

Town of Fincastle

The Town of Fincastle is located in Botetourt County in the northwestern portion of the RVARC region. According to the U.S. Census Bureau, the population in 2000 was 359. The Town of Fincastle owns and operates the public community water system for the Town, which utilizes groundwater. The Town of Fincastle water system serves approximately 359 people.

The Town of Fincastle currently has a water supply surplus of approximately 0.13 MGD and is expected to experience a water supply surplus of approximately 0.07 MGD in 2060.

Town of Rocky Mount

The Town of Rocky Mount is located in Franklin County in the southern portion of the RVARC region. According to the U.S. Census Bureau, the population in 2000 was 4,066. The Town of Rocky Mount owns and operates the public community water system for the Town, which utilizes a stream intake on the Blackwater River. The Town of Rocky Mount water system serves approximately 4,066 people.

The Town of Rocky Mount currently has a water supply surplus of approximately 0.95 MGD and is expected to experience a water supply surplus of approximately 0.17 MGD in 2060.

Town of Troutville

The Town of Troutville is located in Botetourt County in the northwestern portion of the RVARC region. According to the U.S. Census Bureau, the population in

2000 was 432. The Town of Troutville owns and operates the public community water system for the Town, which utilizes groundwater as well as purchasing water from the WVWA. The Town of Troutville water system serves approximately 432 people.

The Town of Troutville is expected to experience a water supply deficit of approximately 0.004 MGD around 2017, when projected public water system demands exceed the current public water system capacity of 0.27 MGD. Without the development of a public water source, or purchase agreement to buy water from another jurisdiction, the Town of Troutville is expected to experience a total water supply deficit of approximately 0.16 MGD by 2060.

The Town of Troutville is dependent upon groundwater for supply of water in the Town's municipal water system. The geology in the Town is conducive to the development of groundwater wells to serve modest needs. If the Town does not buy water from neighboring municipal systems (e.g., WVWA), it is likely that groundwater development would provide for future capacity growth. This alternative is still conceptual in nature; therefore, the actual locations, number and depth of potential new groundwater wells are not known at this time and additional study is required to determine this information.

Town of Vinton

The Town of Vinton is located in Roanoke County in the western portion of the RVARC region. According to the U.S. Census Bureau, the population in 2000 was 7,782. The Town of Vinton owns and operates the public community water system for the Town, which utilizes groundwater as well as purchasing water from the WVWA. The Town of Vinton water system serves approximately 13,000 people in the Town and eastern portions of Roanoke County.

The Town of Vinton currently has a water supply surplus of approximately 1.15 MGD and is expected to experience a water supply surplus of approximately 0.43 MGD in 2060. However, if demand becomes greater, the Town plans to develop an existing groundwater well to increase their capacity.

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- ◆ Reducing shower time to five minutes or taking baths with less water;
- ◆ Only using the clothes washer and dishwasher machines when there are full loads;
- ◆ Storing water in the refrigerator instead of running it to get it cold; and
- ◆ Installing water-saver devices in the home, such as low-flow toilets and shower heads.

3.9.2.3 Drought Emergency

As drought conditions continue to worsen, a drought emergency may be declared by the Town Manager, or their designee. When a drought emergency, the following mandatory water restrictions are imposed:

- ◆ All public water uses not required for health or safety will be prohibited;
- ◆ Watering outdoor vegetation will be prohibited, except from a watering can or other container not exceeding three-gallons in capacity or with recycled water. Any person regularly engaged in the sale of plants will be permitted to irrigate only in amounts necessary to prevent the loss of nursery stock;
- ◆ Washing vehicles except from a bucket or other container not exceeding three-gallons in capacity or with recycled water will be prohibited;
- ◆ Washing driveways, sidewalks, exteriors of homes or other outdoor surfaces will be prohibited; however, any person regularly engaged in the business of washing such areas shall be permitted to use water for such purposes as long as the amount of water being used is minimized;
- ◆ The operation of any ornamental fountain or similar structure using water will be prohibited;
- ◆ The filling or refilling of swimming pools or wading pools will be prohibited;
- ◆ Restaurants and similar establishments will be prohibited from serving water unless specifically requested by the customer; and
- ◆ Fire hydrant use will only be permitted for fire protection.

3.9.3 Enforcement

Enforcement of this plan will be conducted in accordance with the Town's Drought Ordinance included in Appendix I.

3.10 Town of Rocky Mount

The Town of Rocky Mount owns and operates the public water system in the Town. The Town of Rocky Mount will monitor drought conditions based on the Town of Rocky Mount Drought Response and Water Emergency Plan. The Town of Rocky Mount developed the Drought Response and Water Emergency Plan in an effort to ensure the continuous supply of water adequate to meet residential, commercial, recreational and industrial needs within the

community. The Town of Rocky Mount Drought Response and Water Emergency Plan is included in Appendix J.

The Town of Rocky Mount will monitor drought conditions based on stream flow in the Blackwater River as well as precipitation levels, per capita water usage averages, daily average temperature, water treatment plant (WTP) operation status, distribution system status, Virginia Department of Health inspections and notices, and any other relevant input with direct impact on the Town's ability to deliver safe water. Stream flow in the Blackwater River will serve as the primary drought indicator in determining whether to declare a drought stage. The Town of Rocky Mount will monitor stream flow in the Blackwater River using the stream flow gage (USGS Station 02056900) located downstream of the WTP.

3.10.1 Drought Declaration and Notice

In the event of the onset of drought conditions, the Town Manager is given the right to declare the appropriate drought response stage in the Town in accordance with Virginia Code § 15.2-923, Local water-saving ordinances. In declaring a drought, the Town will run an item in a newspaper of general circulation in the area in which such a drought response stage is declared. Public notice of water use restrictions will be published in the Franklin News-Post for a period of once per week during which the restrictions are in effect.

In the event that the Governor or the Virginia Drought Coordinator declares a drought emergency in a region that includes the Town of Rocky Mount, the mandatory conservation measures detailed in Section 3.9.2.3 will be implemented upon the drought declaration, unless the governor's restrictions are more restrictive, or unless local conditions differ.

3.10.2 Drought Stages

The Town of Rocky Mount has five drought stages that are primarily governed by stream flow in the Blackwater River. These drought stages include Stage 1 – Routine Conservation, Monitoring and Water Watch, Stage 2 – Water Concern and Voluntary Conservation, Stage 3 – Water Shortage and Mandatory Conservation, Stage 4 – Water Emergency, and Stage 5 – Extreme Water Emergency. Each drought stage is discussed in greater detail in the following sections.

3.10.2.1 Stage 1 – Routine Conservation, Monitoring and Water Watch

Stage 1 is continuous and considered normal operation. The following are considered normal conditions:

- ◆ Adequate flow in the Blackwater River is defined as at least 27.9 cubic feet per second (cfs) or approximately 18.0 million gallons per day (MGD) available, which is approximately nine times the Town’s permitted withdrawal;
- ◆ Per capita water demand average is within 10 percent of normal;
- ◆ Rainfall is within 10 percent of normal; and
- ◆ Water plant production capacity is normal.

Under normal conditions, the Town continues to communicate to and educate the public by increasing public conservation awareness through the local news media, providing periodic direct mailings to water customers to offer water conservation ideas, and include conservation reminders on the Town’s website and television channel. Additional routine conservation measures are described in more detail in the Town’s Drought Response and Water Emergency Plan (Appendix J).

3.10.2.2 Stage 2 – Water Concern and Voluntary Conservation

Stage 2 includes the following drought response criteria:

- ◆ Flow in the Blackwater River is 19.5 cfs (approximately 12.6 MGD), which is approximately six times the permitted withdrawal, or less for 30 days or more with action prior to 30 days if water levels show rapid decrease;
- ◆ Per capita water demand \geq 10 percent above annual average;
- ◆ Rainfall for the previous six months is 75 percent or less than normal average for same period;
- ◆ Extended 30-day forecast calls for less than five days of precipitation;
- ◆ One day or less of water plant production outage; or
- ◆ Additional concerns, such as action by the Virginia Drought Monitoring Task Force or implantation of a local, regional or statewide burn ban.

Two or more of these criteria must be met prior to implementation of Stage 2 - Water Concern and Voluntary Conservation.

During a Stage 2 – Water Concern and Voluntary Conservation, the following water conservation actions will be implemented:

- ◆ Extend voluntary conservation efforts:

- Limit plant/lawn watering during daylight hours and encourage use of hand-watering.
- Limit pool filling, car washing, pressure washing and similar wholesale uses of water.
- ◆ Involve commercial and industrial interests:
 - Notify largest water users that the Town is entering water concern stage, and ask for their help in reducing water consumption in non-critical business and industrial processes.
- ◆ Communications & Public Education Efforts:
 - Conduct weekly media releases on conservation steps;
 - Provide tips on measures necessary to save water;
 - Explain potential consequences of an extended drought, including price increases;
 - Appearances on local media outlets by town staff to explain the water situation and offer suggestions for limiting water consumption.

A Stage 2 - Water Concern and Voluntary Conservation will end after water levels return above implementation level for more than 30 days.

3.10.2.3 Stage 3 – Water Shortage and Mandatory Conservation

Stage 3 includes the following drought response criteria:

- ◆ The flow in the Blackwater River is 13.7 cfs (approximately 8.9 MGD), which is approximately four times the permitted withdrawal, and diminishing;
- ◆ Per capita water demand is ≥ 90 percent of annual average;
- ◆ Rainfall amounts for the previous six months are 50 percent or less than normal average for the same period;
- ◆ National Weather Service's 30-day forecast indicates fewer than five days with possible precipitation and the 90-day forecast calls for continued below normal precipitation; or
- ◆ Plant production outage or pump failure, or additional concern.

Two or more of these events must be met prior to implementation of Stage 3 – Water Shortage and Mandatory Conservation.

During a Stage 3 – Water Shortage and Mandatory Conservation, the following water conservation actions will be implemented:

- ◆ Water Abuse Hotline:
 - Implement a reporting system via both e-mail and phone to allow residents to report water abusers.
- ◆ Notification:

- Print and mail mandatory conservation notice postcards to all town utility customers detailing prohibited activities, encouraging conservation and notifying them that water prices will increase without conservation.
- Notify Franklin County of the impending emergency to enlist available assistance and engage cooperative efforts to develop additional water resources.
- ◆ Water Recyclers:
 - Encourage use of water recyclers (rain barrels, gray water, etc.) through sponsorship of workshops, wholesale barrel re-sales and school events.
- ◆ Prohibit bulk water use and sales:
 - Encourage use of non-potable water sources for construction activities and other bulk water uses.
- ◆ Bottled Water:
 - Encourage use of bottled water for drinking.
 - Prohibit water glasses at restaurants unless requested by the customer.
- ◆ Local Emergency:
 - Declaration of local emergency, forwarded with a request for a Governor's Declaration of Emergency to the Honorable Charles Poindexter, Virginia House of Delegates; the Honorable Robert Hurt, Senate of Virginia; and the Office of the Governor of Virginia, with a copy to Franklin County.
- ◆ Industrial and Commercial Users:
 - Issue notice to industrial and commercial users to minimize the use of water in essential industrial and commercial processes.
- ◆ Communications & Public Education Efforts:
 - Provide tips on measures necessary to save water, and explain potential consequences of an extended drought, including price increases through weekly media releases.
 - Appearances on local media outlets by town staff to explain the water situation and offer suggestions for limiting water consumption.
 - Workshops on water conservation, in concert with Franklin County, Franklin County Public Schools, Virginia Department of Health and other assistance agencies.
 - Hire consultants to conduct conservation training for the public.

A Stage 3 – Water Shortage and Mandatory Conservation will end after water levels return to next level for more than 30 days.

3.10.2.4 Stage 4 – Water Emergency

Stage 4 includes the following drought response criteria:

- ◆ The flow in the Blackwater River is 9.6 cfs (approximately 6.2 MGD), which is approximately three times the permitted withdrawal, and diminishing;
- ◆ Per capita water demand is 85 percent or less than annual average;

- ◆ Rainfall for previous six months is 40 percent or less than normal average for same period;
- ◆ National Weather Service's 30-day forecast indicates fewer than four days with possible precipitation and the 90-day forecast calls for continued below normal precipitation; or
- ◆ Plant production or pump failure of indeterminate duration.

The Town will immediately implement a Stage 4 – Water Emergency upon any of these events occurring.

During a Stage 4 – Water Emergency the following actions will implemented:

- ◆ Emergency Status:
 - If emergency status has not been granted, request emergency declaration by the Governor pursuant to Virginia Code §44-146.19.
- ◆ Emergency Pricing For Water:
 - Increase rates by 200 percent to provide economic incentive to reduce water usage and cover costs of increased enforcement measures.
- ◆ Increase Enforcement Measures:
 - Pay overtime to police officers to enforce water use prohibitions and to catch abusers.
 - Issue fines for repeated offenses.
- ◆ Increase Meter Reading Frequency:
 - Read meters weekly. Issue warning letters to excessive water users (those customers using 110 percent of the town's average per capita residential use for the past three years).
- ◆ Continue measures implemented in first four stages:
 - As water scarcity increases, conservation efforts and public education measures become more critical to the Town's ability to provide safe drinking water to the community.
- ◆ Communications & Public Education Efforts:
 - Paid advertising in local media outlets encouraging the conservation of water.
 - Town staff should make frequent appearances on local media outlets to explain the water situation and offer suggestions for limiting water consumption.
 - Workshops on water conservation, in concert with Franklin County, Franklin County Public Schools, Virginia Department of Health and other assistance agencies.

A Stage 4 – Water Emergency will end after water levels return above implementation level for more than 45 days.

3.10.2.5 Stage 5 – Extreme Water Emergency

A Stage 5 includes the following drought response criteria:

- ◆ The flow in the Blackwater River is 6.7 cfs (approximately 4.3 MGD), which is approximately twice the permitted withdrawal, and diminishing; or
- ◆ Plant production and pump failure.

The Town will immediately implement a Stage 5 – Extreme Water Emergency upon either of these events occurring in combination with consideration for events within Stage 4 – Water Emergency.

During a Stage 5 – Extreme Water Emergency, the following actions will be implemented:

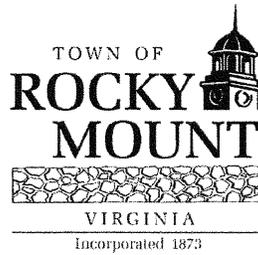
- ◆ Water Rationing:
 - Cutoffs for excessive use.
- ◆ New Taps:
 - No activation of new water taps for the duration of the emergency.
 - Prohibit issuance of certificates of occupancy for new construction for duration of emergency.
- ◆ Limit Fire Response:
 - The Fire Department will limit its use of water during responses to situations where use of water is necessary to save lives. The department shall use foam in combination with water to minimize amount of water needed for fireground operations. The Fire Chief shall determine based on available water whether to limit operations to external protective suppression.
- ◆ Emergency Water Pricing:
 - Continue emergency water pricing. Consider additional premium above a set limit of water consumption.
- ◆ Communications & Public Education Efforts:
 - Continue paid advertising in local media outlets encouraging the conservation of water.
 - Town staff should make frequent appearances on local media outlets to explain the water situation and offer suggestions for limiting water consumption.

A Stage 5 – Extreme Water Emergency will end after water levels return to Stage 4 – Water Emergency for more than 45 days, or when enough water on average for 30 days is in stream to return to Stage 3 - Water Shortage and Mandatory Conservation or better.

3.10.3 Enforcement

Enforcement of this plan will be conducted in accordance with the Town’s Drought Ordinance included in Appendix J.

Item No. 4



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**RESOLUTION APPROVING THE
ROANOKE VALLEY ALLEGHANY REGIONAL COMMISSION
WATER SUPPLY PLAN
BY THE
ROCKY MOUNT TOWN COUNCIL**

WHEREAS, Virginia State Water Control Board Regulation 9 VAC 25-780, Local and Regional Water Supply Planning, requires all counties, cities and towns in the Commonwealth of Virginia to prepare and submit a water supply plan to the Department of Environmental Quality (DEQ); and

WHEREAS, the Town of Rocky Mount is a participant in the Roanoke Valley Alleghany Regional Commission (RVARC) Regional Water Supply Planning Group as reported to DEQ by letter before the November 2, 2008 deadline; and

WHEREAS, on October 10, 2011, the Town of Rocky Mount held a public hearing to accept public comment on the Regional Water Supply Plan; and

WHEREAS, the adopted Regional Water Supply Plan will be submitted to the DEQ on or before November 2, 2011.

NOW, THEREFORE BE IT RESOLVED that the Rocky Mount Town Council of the Town of Rocky Mount hereby adopts the RVARC Regional Water Supply Plan as it pertains to the Town of Rocky Mount. Approval and adoption of this regional plan indicates support for and general agreement with the regional planning approach, but does not indicate approval or disapproval of conclusions and recommendations presented in the plan as they pertain to other localities. The Town of Rocky Mount reserves the right to comment on specific water supply alternatives in the future, even though such alternatives may be recommended in this adopted plan. The Town of Rocky Mount will not be limited to specific water supply alternatives in this adopted plan and reserves the right to recommend additional alternatives for consideration in the future.

BE IT FURTHER RESOLVED that the Rocky Mount Town Council of the Town of Rocky Mount intends that the Regional Water Supply Plan shall be revised to reflect changes in relevant data at least once every five years and resubmitted to DEQ every ten years in accordance with the regulation and sound planning practice.

Adopted in the Town of Rocky Mount, Virginia this 10th day of October 2011.

Given under my hand this 10th day of October 2011.

Steven C. Angle, Mayor

ATTEST:

Patricia H. Keatts, Town Clerk

Item No. 5

DRAFT

IN THE COUNCIL OF THE TOWN OF ROCKY MOUNT

AN ORDINANCE of the Town of Rocky Mount amending Chapter 58, Section 58-291 of the Code of the Town of Rocky Mount, Virginia (2002), and providing for water use restrictions during periods of drought or emergency.

BE IT ORDAINED by the council of the Town of Rocky Mount that Chapter 58, Section 58-291 of the Code of the Town of Rocky Mount, Virginia (2002), is amended to provide as follows:

Sec. 58-291. Water use restrictions during period of drought or emergency.

(a) Authority to declare water emergencies. During the continued existence of climatic, hydrological and other extraordinary conditions the protection of the health, safety and welfare of the residents of the Town of Rocky Mount may require that certain uses of water, not essential to public health, safety and welfare, be reduced, restricted or curtailed. As the shortage of raw or potable water becomes increasingly more critical, conservation measures to reduce consumption or curtail nonessential water use may be necessary. The definitions, water emergency criteria, and water use restrictions referenced in this ordinance are presented in greater detail in the Town of Rocky Mount Drought Response and Contingency Plan, which is incorporated herein by reference. The Town Manager or his designee is authorized to declare a water emergency in the Town restricting the use of water in any area of the Town. All water stages are built upon and require compliance with previous water stages. For example when a Drought Emergency is declared all provisions of a Drought Warning are in effect. Also the Town Manager or his designee may declare any of the three stages; they do not have to be declared sequentially.

(b) Publication of declaration. Upon the declaration of a water emergency, the Town Manager or his designee shall immediately post a written notice of the emergency at the front door of the town municipal building and shall place a notice in a newspaper of general circulation in the town.

(c) Water use considerations. Upon the declaration of a water shortage or emergency, the Town Manager or his designee is authorized and directed to implement conservation measures by ordering the restricted use or

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absolute curtailment of the use of water for certain nonessential purposes for the duration of the water shortage or emergency in the manner hereinafter set out. In exercising this discretionary authority, and making the determinations set forth hereof, the Town Manager or his designee shall give due consideration to stream flow conditions, water levels, available/usable storage on hand, draw down rates and the projected supply capability in the Town; system purification and pumping capacity; daily water consumption and consumption projections of the system's customers; prevailing and forecast weather conditions; fire service requirements; pipeline conditions including breakages, stoppages and leaks; supplementary source data; estimates of minimum essential supplies to preserve public health and safety and such other data pertinent to the past, current and projected water demands.

(d) Limitation of restrictions. The provisions of this article shall not apply to any governmental activity, institution, business or industry which shall be declared by the Town Manager or his designee, upon a proper showing, to be necessary for the public health, safety and welfare or the prevention of severe economic hardship or the substantial loss of employment. Any activity, institution, business or industry aggrieved by the finding of the Town Manager or his designee may appeal that decision to the Town Council.

(e) Water conservation measures. Upon a determination by the Town Manager or his designee of the existence of the following conditions, the Town Manager or his designee shall take the following actions that shall apply to all water users in the Town:

(i) Stage 1 - Routine Conservation, Monitoring and Water Watch: Under normal conditions, the Town continues to communicate to and educate the public by increasing public conservation awareness through the local news media, providing periodic direct mailings to water customers to offer water conservation ideas, and include conservation reminders on the Town's website and television channel. Additional routine conservation measures are described in more detail in the Town's Drought Response and Water Emergency Plan (Appendix J).

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(ii) Stage 2 - Water Concern and Voluntary Conservation: During a Stage 2 - Water Concern and Voluntary Conservation, the following water conservation actions will be implemented:

Extend voluntary conservation efforts:

Limit plant/lawn watering during daylight hours and encourage use of handwatering.

Limit pool filling, car washing, pressure washing and similar wholesale uses of water.

Involve commercial and industrial interests:

Notify largest water users that the Town is entering water concern stage, and ask for their help in reducing water consumption in non-critical business and industrial processes.

Communications & Public Education Efforts:

Conduct weekly media releases on conservation steps.

Provide tips on measures necessary to save water.

Explain potential consequences of an extended drought, including price increases.

Appearances on local media outlets by town staff to explain the water situation and offer suggestions for limiting water consumption.

(iii) Stage 3 - Water Shortage and Mandatory Conservation: During a Stage 3 - Water Shortage and Mandatory Conservation, the following water conservation actions will be implemented:

Water Abuse Hotline:

Implement a reporting system via both e-mail and phone to allow residents to report water abusers.

Notification:

Print and mail mandatory conservation notice postcards to all town utility customers detailing prohibited activities, encouraging conservation and notifying them that water prices will increase without conservation.

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Notify Franklin County of the impending emergency to enlist available assistance and engage cooperative efforts to develop additional water resources.

Water Recyclers:

Encourage use of water recyclers (rain barrels, gray water, etc.) through sponsorship of workshops, wholesale barrel re-sales and school events.

Prohibit bulk water use and sales:

Encourage use of non-potable water sources for construction activities and other bulk water uses.

Bottled Water:

Encourage use of bottled water for drinking.

Prohibit water glasses at restaurants unless requested by the customer.

Local Emergency:

Declaration of local emergency, forwarded with a request for a Governor's Declaration of Emergency to the Town's representative in the Virginia House of Delegates and the Virginia Senate and the Office of the Governor of Virginia, with a copy to Franklin County.

Industrial and Commercial Users:

Issue notice to industrial and commercial users to minimize the use of water in essential industrial and commercial processes.

Communications & Public Education Efforts:

Provide tips on measures necessary to save water, and explain potential consequences of an extended drought, including price increases through weekly media releases.

Appearances on local media outlets by town staff to explain the water situation and offer suggestions for limiting water consumption.

Workshops on water conservation, in concert with Franklin County, Franklin County Public Schools, Virginia Department of Health and other assistance agencies.

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(iv) Stage 4 - Water Emergency: During a Stage 4 - Water Emergency the following actions will be implemented:

Emergency Status:

If emergency status has not been granted, request emergency declaration by the Governor according to Virginia Code §44-146.19.

Emergency Pricing For Water:

Increase rates by 200 percent to provide economic incentive to reduce water usage and cover costs of increased enforcement measures.

Increase Enforcement Measures:

Pay overtime to police officers to enforce water use prohibitions and to catch abusers.

Issue fines for repeated offenses.

Increase Meter Reading Frequency:

Read meters weekly. Issue warning letters to excessive water users (those customers using 110 percent of the town's average per capita residential use for the past three years).

Continue measures implemented in first four stages:

As water scarcity increases, conservation efforts and public education measure become more critical to the Town's ability to provide safe drinking water to the community.

Communications & Public Education Efforts:

Paid advertising in local media outlets encouraging the conservation of water.

Town staff should make frequent appearances on local media outlets to explain the water situation and offer suggestions for limiting water consumption.

Workshops on water conservation, in concert with Franklin County, Franklin County Public Schools, Virginia Department of Health and other assistance agencies.

(v) Stage 5 - Extreme Water Emergency: During a Stage 5 - Extreme Water Emergency, the following actions will be implemented:

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Water Rationing:

Cutoffs for excessive use.

New Taps:

No activation of new water taps for the duration of the emergency.

Prohibit issuance of certificates of occupancy for new construction for duration of emergency.

Limit Fire Response:

The Fire Department will limit its use of water during responses to situations where use of water is necessary to save lives. The department shall use foam in combination with water to minimize amount of water needed for fireground operations. The Fire Chief shall determine based on available water whether to limit operations to external protective suppression.

Emergency Water Pricing:

Continue emergency water pricing. Consider additional premium above a set limit of water consumption.

Communications & Public Education Efforts:

Continue paid advertising in local media outlets encouraging the conservation of water.

Town staff should make frequent appearances on local media outlets to explain the water situation and offer suggestions for limiting water consumption.

(f) Penalty and enforcement. Any person who violates any provision of this ordinance shall be subject to the following civil penalties:

(i) For the first offense, violators shall receive a written warning delivered in person or posted by a representative of the Town.

(ii) For the second offense, violators shall be fined fifty dollars (\$50.00), the fine to be imposed on the violator's next water bill, or in the case of violators not on the public water system, in a written notice.

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(iii) For the third and each subsequent offense, violators shall be fined one hundred dollars (\$100.00) for each offense, the fine to be imposed on the violator's next water bill, or in the case of violators not on the public water system, in a written notice.

(iv) Each violation by a person shall be counted as a separate violation by that person, irrespective of the location at which the violation occurs.

(v) Persons who have been assessed a penalty shall have the right to challenge the assessment by providing a written notice to the Town Manager within ten (10) days of the date of the assessment of the penalty. The Town Manager or his designee shall determine whether or not the penalty was properly assessed and notify the complaining person in writing of the determination.

(vi) The Town Manager or his designee may waive the penalty if they determine that the violation occurred due to no fault of the person.

(g) Notification of end of water emergency. The Town Manager or his designee shall notify the Town Council when, in his opinion, the water emergency situation no longer exists. Upon concurrence of the Town Council, the water emergency shall be declared to have ended. When this declaration is made, the information shall be conveyed to the general public through the news media.

DRAFT

This ordinance shall be in full force and effect immediately.

Adopted this ___ day of _____, 2011.

Presiding:

Ayes:

Nays:

APPROVED:

Mayor

ATTEST:

Clerk

Approved as to form:

Town Attorney

ITEM(S) TO BE CONSIDERED UNDER:

- Consent Item**
 Old Business
 New Business
 Committee Report
 Other

FOR COUNCIL MEETING DATED:	10/10/2011
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STAFF MAKING REQUEST:	Community Development
BRIEF SUMMARY OF REQUEST:	Public Hearing to authorize acquisition and disposition of real property: land exchange of 0.806 acres on Bernard Road owned by the Town of Rocky Mount for .351 acres and right of way on Harvey Street owned by Mr. & Mrs. Herman Hunt.
ACTION NEEDED:	Public hearing and authorization to proceed with acquisition and disposition of real property.

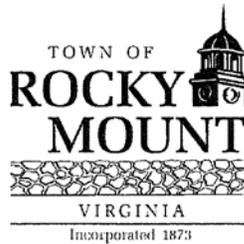
Attachment(s): Yes

FOLLOW-UP ACTION: (To be completed by Town Clerk)	

345 Donald Ave.
Rocky Mount, Virginia 24151

540.483.0907
FAX 540.483.8830

E-mail: mhankins@rockymountva.org
www.rockymountva.org



TOWN COUNCIL
Steven C. Angle, *Mayor*
Gregory B. Walker, *Vice Mayor*

Bobby M. Cundiff P. Ann Love
Jerry W. Greer, Sr. Bobby L. Moyer
Robert W. Strickler

Matthew C. Hankins
Assistant Town Manager
Community Development Director

MEMORANDUM

To: Mayor Angle & Members of Town Council
C. James Ervin, Town Manager

From: Matthew C. Hankins
Assistant Town Manager

Re: Proposed Land Swap

Date: October 6, 2011

Members of Council:

On at least two occasions over the past six years, Town administration met with and negotiated with Mr. Herman Hunt regarding a land swap of adjacent properties.

The Town owns 0.806 acres (Tax Map and Parcel Number 20201 10500) adjacent to Mr. Hunt's home, commonly referred to as the Old Well Lot, a part of the former water system that served Franklin Heights. Mr. and Mrs. Hunt have often maintained the lot over the years, both when it was part of the water system and after it was transferred to the Town.

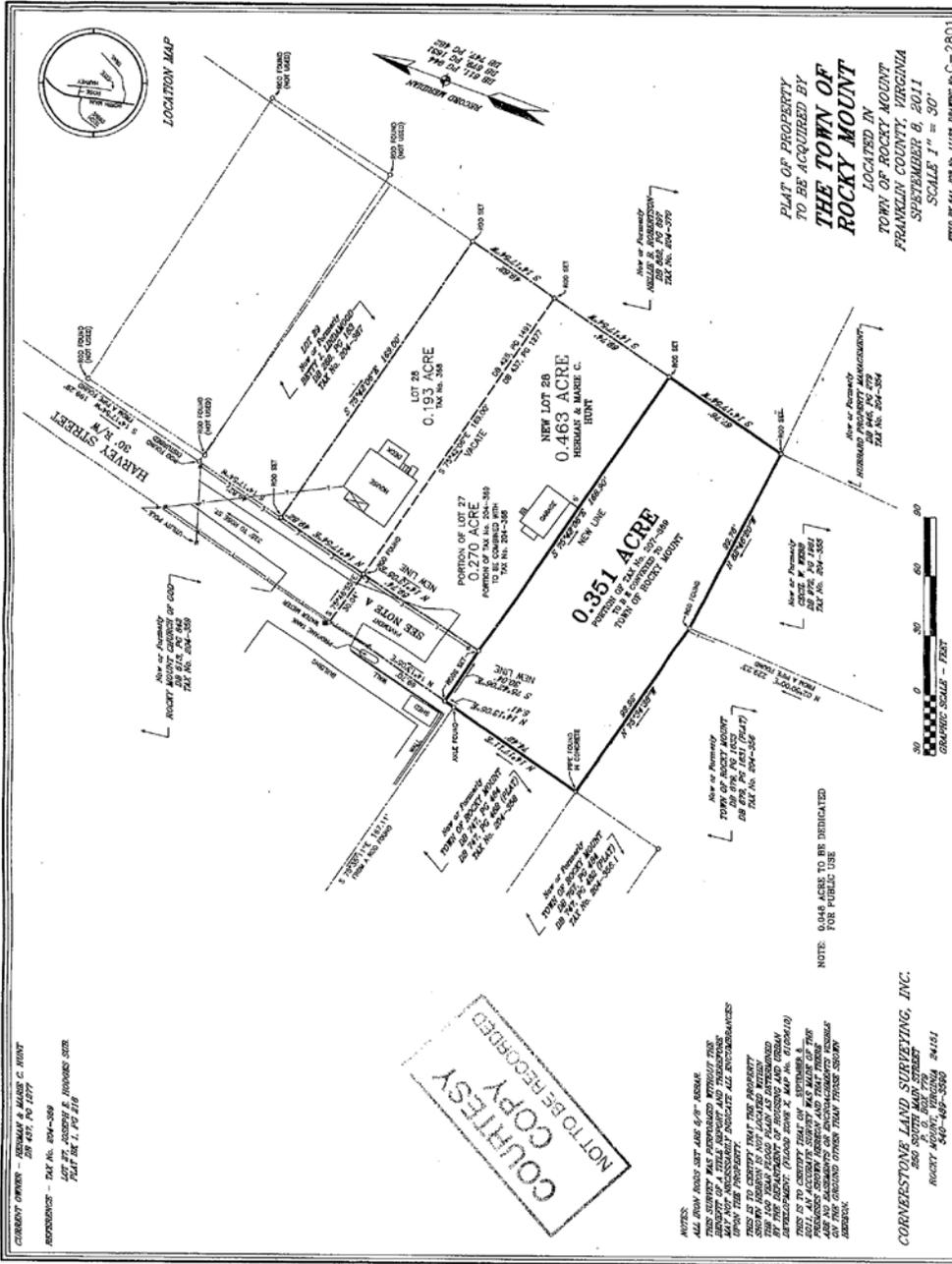
Mr. Hunt owns a house and adjoining lots next to the Town Public Safety Building on Harvey Street. Mr. Hunt proposes a land exchange, offering to trade a 0.351 acre portion of the lot and extending the public right-of-way to the lot on Harvey Street in exchange for the lot adjacent to his house on Bernard.

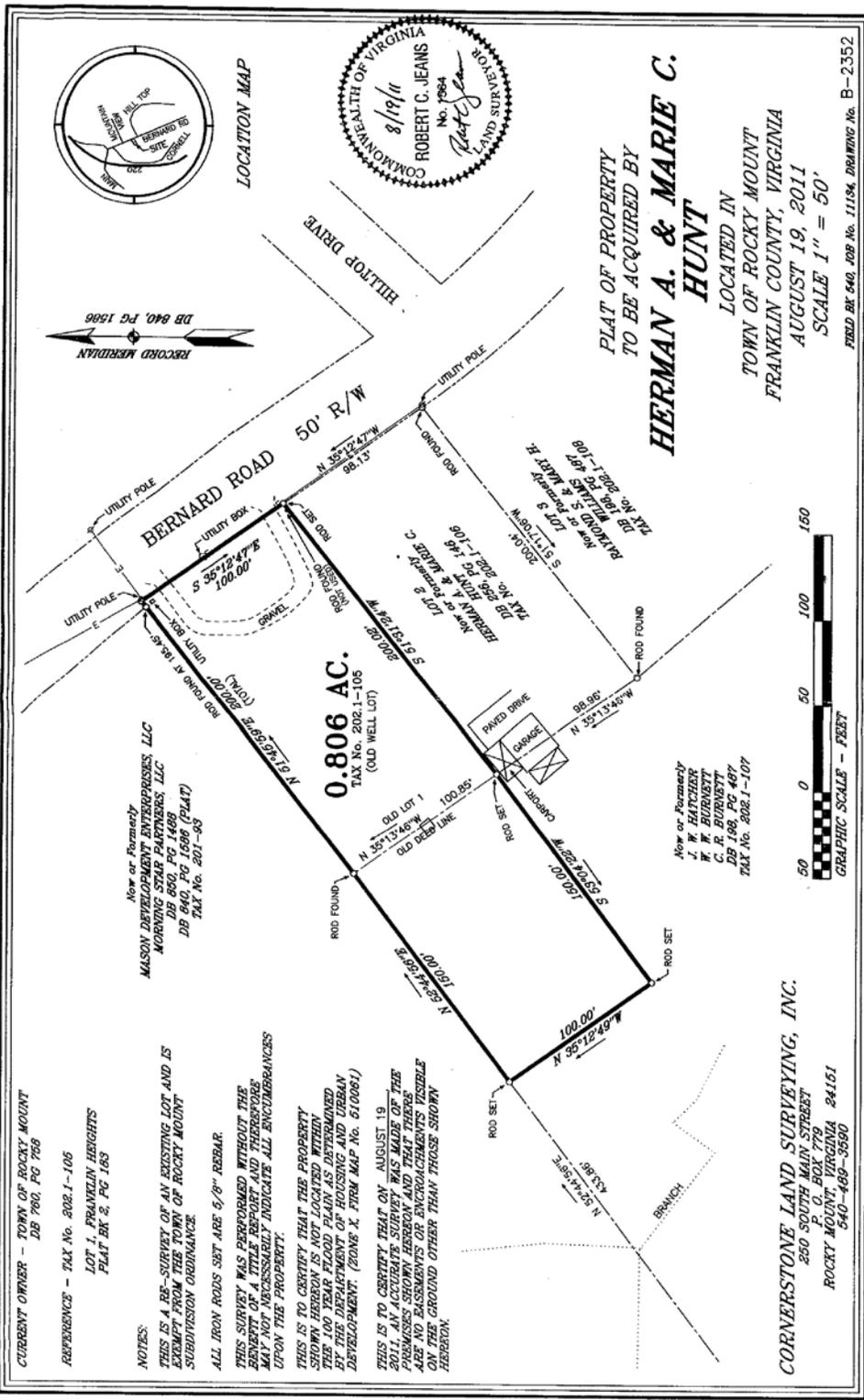
Cornerstone Land Surveying has completed surveys showing the proposed exchange. In the view of the staff, the Town has better and more beneficial uses for the lot adjacent to the fire station, and the improved access to the Town's facilities offers a wider variety of future expansion possibilities for the Town and its departments.

Mr. and Mrs. Hunt have indicated that they are prepared to move ahead with this exchange if it pleases council.

In order to complete the transaction, as subdivision agent, I would need to approve the vacation and relocation of some lines, but in reviewing this transaction, all required subdivision action would fall within our subdivision ordinance requirements.

Staff recommends that Council authorize both the disposition and acquisition of real property through this exchange, and that you authorize the Town Attorney to draft and the Town Manager to execute the documents necessary to complete the exchange.





CURRENT OWNER - TOWN OF ROCKY MOUNT
DB 760, PG 758

REFERENCE - TAX No. 202.1-106
LOT 1, FRANKLIN HEIGHTS
PLAT BK 2, PG 163

NOTES:
THIS IS A RE-SURVEY OF AN EXISTING LOT AND IS
EXEMPT FROM THE TOWN OF ROCKY MOUNT
SUBDIVISION ORDINANCE.
ALL IRON RODS SET ARE 3/8" REBAR.
THIS SURVEY WAS PERFORMED WITHOUT THE
SHOWING HERON IS NOT LOCATED WITHIN
THE 100 YEAR FLOOD PLAIN AS DETERMINED
BY THE VIRGINIA DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT. (ZONE X, FROM MAP No. 010061)
THIS IS TO CERTIFY THAT ON AUGUST 19
2011 AN ACCURATE SURVEY WAS MADE OF THE
PREMISES SHOWN HERON AND THAT THERE
ARE NO EASEMENTS OR ENCROACHMENTS VISIBLE
ON THE GROUND OTHER THAN THOSE SHOWN
HERON.

MASON DEVELOPMENT ENTERPRISES, LLC
MORNING STAR PARTNERS, LLC
DB 860, PG 1488
DB 840, PG 1586 (PLAT)
TAX No. 201-99

Now or Formerly
J. W. HATCHER
P. BURNETT
C. P. BURNETT
DB 1483, PG 1487
TAX No. 202.1-107

Now or Formerly
J. W. HATCHER
P. BURNETT
C. P. BURNETT
DB 1483, PG 1487
TAX No. 202.1-107

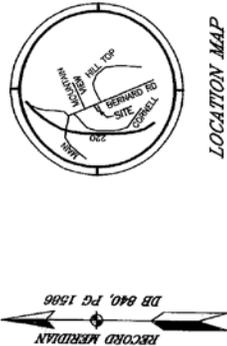
Now or Formerly
J. W. HATCHER
P. BURNETT
C. P. BURNETT
DB 1483, PG 1487
TAX No. 202.1-107

CORNERSTONE LAND SURVEYING, INC.
260 SOUTH MAIN STREET
P. O. BOX 779
ROCKY MOUNT, VIRGINIA 24161
540-489-3590



FIELD BK 540, JOB No. 11184, DRAWING No. B-2352

PLAT OF PROPERTY
TO BE ACQUIRED BY
HERMAN A. & MARIE C. HUNT
LOCATED IN
TOWN OF ROCKY MOUNT
FRANKLIN COUNTY, VIRGINIA
AUGUST 19, 2011
SCALE 1" = 50'



**ROCKY MOUNT TOWN COUNCIL
REGULAR COUNCIL MEETING
SEPTEMBER 12, 2011**

The September 12, 2011 regular Council meeting of the Rocky Mount Town Council was held in the Council Chambers of the Rocky Mount Municipal Building located at 345 Donald Avenue, Rocky Mount, Virginia at 7:00 p.m. with Mayor Steven C. Angle presiding. The following members of Council were present:

Vice Mayor Gregory B. Walker and Council Members
Bobby M. Cundiff, Jerry W. Greer, Sr., P. Ann Love, Robert L.
Moyer, and Robert W. Strickler

The meeting was called to order by Mayor Angle.

For the record, the following were present: All members of Town Council as noted, Town Manager C. James Ervin, Assistant Town Manager/Community Development Director Matthew C. Hankins (and Planning & Zoning Administrator), Town Attorney John T. Boitnott, Chief of Police David Cundiff, Finance Director Linda Woody, Public Works Director Cecil R. Mason, Superintendent of Water Department Robert Deitrich, Superintendent of Wastewater Department Timothy Burton, Fire Chief Charles Robertson, and Town Clerk Patricia H. Keatts.

The Mayor led the *Pledge of Allegiance*.

APPROVAL OF AGENDA

Prior to the meeting, Council had received the agenda for review and consideration of approval.

- Motion was made by Council Member Strickler to approve the agenda as presented, seconded by Council Member Cundiff and carried unanimously by those present.

SPECIAL ITEMS

The Mayor recognized and welcomed those students attending the Council meeting from Franklin County High School government class of Mrs. Shepherd.

PUBLIC HEARING

Let the record show the Mayor recessed the meeting to hold the first of three public hearings:

A. Special Exception Request of Frank Fuller

Special exception request of Frank Fuller for a special exception from the Town of Rocky Mount Zoning Ordinance Article 3-1-5, Accessory Buildings, specifically, the requirement that an accessory building must be located behind the main structure for Mr. Fuller's property located at 690 Scuffling Hill Road, Rocky Mount, Virginia, Tax Map and Parcel Number 2100 16400, zoned Residential-1.

The Assistant Town Manager/Community Development Director came before Council outlining the following regarding Frank Fuller's special exception request:

- Frank Fuller submitted a zoning permit application after construction of a carport was completed at his home on Scuffling Hill Road. The 12x12 unit is a metal pole-and-roof structure over a concrete pad and secured with bolts anchored into the pad.
- He denied Mr. Fuller's application based on Article 3-5 of the Zoning Ordinance, which governs accessory structures in Residential-1 zoning. The structure must be at least five feet off the property line, which it appears to be, and must be behind the main structure, which it is not.
- He met with Mr. Fuller and gave him his options, including appealing his determination or seeking a special exception from this portion of the Zoning Ordinance. Mr. Fuller determined to seek a special exception and requested a return of his zoning permit fee, which was denied.
- The Franklin County Building Inspector's Office is waiting on a determination of Town Council before issuing a building permit. That office has determined that the carport was designed and installed to meet expected normal snow and wind loads for the community. That does not mean it will withstand a tornado or a blizzard, only that it is not expected to buckle or be blown off its supports under typical hazardous weather conditions.
- Staff recommended denial of the permit to Planning Commission during their public hearing, which was held September 6, 2011. Mr. Fuller was the only speaker at that public hearing. The Planning Commission recommended approval of the special exception after its deliberation by a unanimous vote.
- The final decision is Council's, however. The Town Code requires that if Council chooses to accept Mr. Fuller's application for a special exception, they must first determine that the proposed use will not:
 1. Adversely affect the health or safety of persons in the neighborhood.
 2. Be detrimental to the public welfare or injurious to property or improvements to the neighborhood.
 3. Conflict with the Town's comprehensive plan.
- Council has 30 days by Code to contemplate the matter and make a decision. Council may also recommend such conditions as they see fit to be

included.

- Additionally, staff encourages anyone who contemplates adding this type of structure, or any structure, to ensure that they acquire the necessary permits ahead of time. Coming in after the fact increases the staff review time, and frequently leads to losses for the homeowner, particularly if they have to change a portion of the construction after the fact.

The Mayor opened the floor to anyone wishing to come forward to speak regarding the request.

- Mr. Frank Fuller of 690 Scuffling Hill Road, Rocky Mount, Virginia came before Council stating the following:
 - Gave a brief overview of how he came to live in the Town.
 - Talked with some of his neighbors and they said his building would not come into conflict with their properties.
 - While driving around Town, he noticed other little carports erected on other people's properties.
 - Admittedly, he was told that he did not need a permit by some of his friends, so he went and had the building erected based on what they told him.
 - After a couple of months went by, Mr. Altice with the Franklin County Building Inspector's office visited his property and advised him that he needed a permit for the building.
 - Contacted the Town Planner & Zoning Administrator, Mr. Matthew Hankins, and based on that conversation, applied for a permit, which was denied. He requested a refund for the filing fee he put down on the permit, which was denied.
 - Due to the denials, he was advised by Mr. Hankins he could apply for the special exception, which he did.
 - Went over why he needed carport close to his house.
 - Disagreed with Mr. Hankins that emergency vehicles could not access his property with the carport so close to the house, stating they could access the property at the other driveway that is a shared two-person driveway that goes behind his house.

Mr. Fuller confirmed to Mayor Angle that he added a canopy to the driveway that existed there to the end of his house. Council Member Strickler advised that he has seen it and that it looks good.

Mr. Fuller confirmed to Vice Mayor Walker that the driveway ends at the house, but the other driveway on the other side of the house is a two-person driveway that goes behind his house, and that there is no problem with any type of vehicle getting to his property.

Let the record show that no one else came forward to speak at this time.

There being no further comments from the public, the Mayor reconvened the meeting back into regular session and asked if there were any comments from Council. Let the record show there were none.

There being no further discussion, the Mayor entertained a motion.

- Motion was made by Council Member Greer to approve the special exception of Mr. Fuller for his property located at 690 Scuffling Hill Road for Tax Map and Parcel Number 21000 16400, with motion on the floor being seconded by Council Member Strickler and carried unanimously by those present.

Let the record show the Mayor recessed the meeting to hold the second of three public hearings:

B. Special Use Permit of Stepping Stone Mission of Franklin County, Inc.

Stepping Stone Mission of Franklin County, Inc. (Stepping Stone Mission, Mission, or soup kitchen) requested a special use permit to operate a soup kitchen at 170 Circle Drive, Rocky Mount, Virginia, Tax Map 204 and Parcel Numbers 26600 and 26700. Stepping Stone Mission has a conditional contract to purchase the property, which it plans to acquire in order to build a soup kitchen. The parcels are zoned Residential-2, and soup kitchens are uses not provided for in the Code.

The Assistant Town Manager/Community Development Director came before Council outlining the following regarding the Stepping Stone Mission special use permit request:

- Joanne Patterson, Director of Stepping Stone Mission, has operated a soup kitchen on Diamond Avenue since 2006 under conditional zoning and a special use permit, and has for some time been looking for alternative sites nearer the heart of Rocky Mount in order to better reach those most in need of the service provided by the Mission. The Mission serves 30 to 80 people during lunch during its operation, which by conditions imposed by the Rocky Mount Town Council and Planning Commission, include a 12:00 Noon to 1:00 p.m. time limit, a strictly enforced no-loitering rule, and operation only as a soup kitchen.
- After bringing the Town staff a number of possible sites over the past year, Ms. Patterson has identified 170 Circle Drive, Rocky Mount, Virginia as a preferred site for building a new location to serve the Mission's clients. The Residential-2 site includes two fairly large lots totaling approximately 0.85 acres combined. Until January of this year, the site had a single-family home (an old cabin), which burned down. The remaining debris was burned or removed by contractor Joe Swain in late June or early July of this year, leaving the lot clear for development.
- Ms. Patterson has placed a conditional offer on the property and has applied for a special use permit. She has had a site plan concept developed

- showing the proposed building, parking, access points, screening, storm-water management, setbacks, and green space, which is at this point all conceptual, without calculations that would be required on a full site plan.
- In the concept presented and given to Council prior to this Council public hearing, the building would have a footprint of 4,560 square feet, 34 parking spaces, and two access points at Circle Drive within 80 feet. Since the submittal of this proposed concept, the Mission has revised the plan to show 38 parking spaces.
 - In the past, Council has required the Mission to obtain a conditional zoning to General Business, in which shelters are a use by special exception. After research on this matter and consultation with the Town Attorney and with other localities, it could not be clearly defined whether the soup kitchen meets the Town's definition of a shelter. Under the Town's definition, a shelter requires sleeping accommodations for clients, which is not indicated or contemplated with the Mission's submitted application. In his judgment, that means that the use is one not provided in the Town Code, which requires Council's review and recommendation to Council for final approval.
 - As Council deliberates on this issue, they should consider the following questions:
 - o *Parking*: Would fewer than 40 parking spaces be adequate? That's difficult to determine, but he cannot believe that the parking would be adequate for long in the event that the Mission's clientele expand. Granted, the Mission wishes to make itself more accessible to pedestrians, but in his observation of the existing operation, the traffic can overburden the site. If parking is indeed a burden, it could still spill over onto and interfere with the operations of the street, nearby businesses, and close residences. Additionally, the security of the homes and businesses nearby should be a consideration. While the operation of this kitchen has had few complaints or issues, the possibility always exists that clients with desperate needs will do desperate or unlawful things to meet those needs. He referenced the complaints that the Police Department has received on 269 reported criminal activities over the last 24 months in the Circle Drive area, with the Town's Police Department having to spend a lot of time policing this area as it is, and by adding more people, it would be more difficult.
 - o *Traffic and pedestrian hazards*: One proposed entrance appears to directly face the Law Street and Circle Drive intersection, creating a four-way intersection with potential to create significant hazards. Law Street and Green Meadow Lane are both close by to the upper entrance, with a sweeping curve on the north end of the property, limiting the sight distance for vehicles turning left out of the soup kitchen per the submitted concept plan. Additionally, adding steady pedestrian traffic to a street without sidewalks invites hazards, and requires that Council give significant thought to either investing in sidewalks for the street at some future point, or accept the significant

- risk that will be undertaken by pedestrians trying to access the soup kitchen by foot.
- *Use compatibility:* The nearby neighborhoods are a mix of uses, with high density apartments, low density traditional streets, businesses, and even a four-lane general business corridor, all within 500 feet of this property. While this development is not entirely incompatible with any of the uses, it is not fully compatible with any of them. While Council is making a determination on this property, they should consider whether this use is compatible with those varied commercial and residential uses. One of the consideration during the Planning Commission public hearing was when Planning Commission Member Derwin Hall stated that putting a commercial use on a residential street was not fitting with the Town's Comprehensive Plan and not a direction the Town should pursue.
 - *Future development:* Will this project have harmful effects on the future of the North Main Street business corridor? The Town management believes this corridor has significant growth potential over the next decade due to its ease of access, its proximity to U. S. Route 220, and available sites for commercial development along the street. Will this development impact that, either negatively or positively? That is a values question, one for Council to decide. One school of planning considers that if you cluster services for people in need, you will always have clusters of people in need. This principal he would prefer, as an economic developer, is to work to create jobs closer to those people so that they don't have to depend on other social services for long periods of time.
 - *Adequacy of post-development storm water retention and drainage facilities:* Staff cannot determine whether the storm water retention and drainage facilities will be adequate to properly retain and channel runoff.
 - *Availability of other suitable parcels:* During the Planning Commission public hearing, Ms. Patterson and her attorney both mentioned the availability and price of the land as important factors in their decision to locate at this site. However, a number of other appropriately zoned lots are available, or potentially for sale, within close walking distance from this site (map showing possible sites were available for Council to see where those lots were located).
- Four people had spoken during the Planning Commission public hearing, including: Jordan Sharpes of Moneta (an attorney representing the Mission); Ms. Joanne Patterson of Henry County (Director of the Mission); Dave Peters of Burnt Chimney (person who drafted the concept plan for the site); and Harry Weiss of Ferrum (volunteer at the Mission). No residents of the Town spoke either for or against the matter.

- Staff recommended denial of this permit to the Planning Commission, which has recommended conditional approval to Council on a five to one vote, with Planning Commission Member Derwin Hall opposed and Planning Commission Member Jerry W. Greer, Sr. abstaining as an adjoining property owner. Planning Commission Member Hall's objection came essentially to the concept of putting a commercial type structure in a residential neighborhood, what the use of that building might be in the event the Mission fails, and the ability of the Mission to meet its fundraising and capital needs for construction. Asked Council if this is truly a matter of need or a matter of convenience. Also asked Council to consider that the Mission has brought Town staff a number of sites over the past two years, and to staff, this seems like a matter of convenience and expediency.

The Mayor opened the floor to anyone wishing to come forward to speak regarding the request.

- Mr. Jordan Sharpes, Attorney with Gilbert & Bird Law Firm, PC, Moneta, Virginia, came forward to speak on behalf of Stepping Stone Missions. He pointed out the following:
 - Went over the history of Ms. Patterson starting the Mission, with her coming before Council at this time as she feels she has found a permanent home for the Mission.
 - Site is zoned Residential-2 and the proposed soup kitchen is not allowed as a use-by-right.
 - Went over history of how many people currently use the soup kitchen at its present location. Currently, Mission is located at the American Legion Building on Diamond Avenue and it does not fit their current needs.
 - The proposed new site does fit the right price, right location, and right fit. It is well suited for those in the area for meeting their needs (cited a neighbor that is physically handicapped that the Mission would help). Other properties that Mr. Hankins mentioned does not fit the Mission's price and needs.
 - Presented to Council a revised preliminary conceptual plan showing 38 parking spaces instead of 34. Went over what parking is required for restaurants and churches. The Mission could sit 200 people, with the proposed 38 parking spaces meeting that need.
 - Now has a single entrance away from Law Street.
 - The hours the soup kitchen would be in use are 12 Noon to 1:00 p.m., with the staff there about an hour before to prepare the meals and an hour afterwards to clean up. He and Ms. Patterson have observed the site and the traffic does not seem to be busy during these hours.
 - The proposed area is an area of mixed uses and would suit well for a soup kitchen to be located here.
 - If approved, Ms. Patterson would operate the facility exactly the same way as the one located at its present site, with her being a strict enforcer of no loitering on the site.

- Regarding the issue of financing for the new site, Ms. Patterson plans on engaging in significant fund raising for the construction, which will take about two years. She currently has cash on hand to buy the property.
 - Mr. James Jordan with the American Legion would probably tell Council that the Mission has had a positive image at the site. The police have not been called there, and loitering is not allowed and strictly enforced. Cited the neighbors around the present location have universally welcomed the Mission and have enjoyed having it there. Speaks for all those individuals today and asks Council to approve the Mission's request.
 - Ms. Patterson will have the same success at this site as she has at the present one. She is deeply committed to the Mission and he believes that Council will make a smart move in approving the request
- Mr. Harry Weis, 2873 Hawpatch Road, Ferrum, Virginia, came forwarding, stating the following.
 - He and his wife both volunteer for the Mission, and has done so since its inception five years ago.
 - Believes the proposed 38 parking spaces for the new site will suffice.
 - A larger kitchen is in the plans for at the new proposed site, which will be real nice.
 - Ms. Patterson has a strict no loitering policy and he recalls only one time Ms. Patterson addressed this issue with someone, who immediately left the property.
 - People that will be served at the new proposed site will be able to walk to the soup kitchen.
 - People who come to the soup kitchen are in desperate need but are not desperados, and he does not feel like this will happen in the future. Believes positive peer pressure will keep the soup kitchen open.
 - Does not think this location would be susceptible to wrong doing than any other business located near this location (citing the minute market and places to eat close by).
 - The proposed location has a single entrance, and so does Wal-Mart and Lowe's, which were both approved by Council. He hopes the Mission will not be held to a different standard.
 - The Mission will serve those in the neighborhoods that have needs that it can meet.
 - Only three days in the last five years has the Mission not be able to be opened, which was due to extreme snow conditions.
 - He understands those not wanting the Mission in their back yard, but it being there will be a lesser tax burden on the Town.
 - Mr. Clifton Gill of 90 Green Meadow Lane, Rocky Mount, Virginia, came forwarding stating the following:
 - Congratulated Ms. Patterson on the soup kitchen, but Circle Drive is not a good location for it.

- There are no sidewalks at this location that can accommodate people walking to the soup kitchen.
 - There are undesirables in this location.
 - Requests Council to not approve the Mission's request to locate a soup kitchen in this area.
- Ms. Betty Furrow of 25 Law Street, Rocky Mount, Virginia, came forwarding stating the following:
 - Has lived in this area all her life and when she first lived there, it was a real nice place to live. In the past years, though, Circle Drive has become awful. There is loud noise and foul language all the time. The law has been called and called to this area.
 - She has had people break into her home, and now has to bar her back door to keep people from trying to get into her home.
- Mr. Douglas Campbell of 35 Law Street, Rocky Mount, Virginia came forwarding stating the following:
 - Has lived in the area all his life.
 - Lot of traffic on Circle Drive.
 - There are no sidewalks to accommodate people in that area to walk to the soup kitchen.
 - If two cars meet, one has to stop and let it go by.
 - There is no drainage in that area.
 - Soup kitchen is wonderful but Circle Drive is not the place for it.
- Mr. John LaPrade of 85 Circle Drive, Rocky Mount, Virginia, came forwarding stating the following:
 - The entrance of the soup kitchen will be right in front of his house.
 - Does not want the soup kitchen at this site.
 - It has been stated that there are low class and low income citizens living in this area.
 - Realizes that the soup kitchen is needed, but there are plenty of other places in the Town for it, and it should not be right in front of his house.
 - Stated that the Hubbard man that has business property next to the proposed site has been heard to state that he has no problem with the soup kitchen being built there, but why should he care since he lives in Roanoke.
 - There is traffic on Circle Drive. Town police can't control it. Referenced vehicles running the stop sign as if it is nothing.
 - There is foot traffic also.
 - There is no room for sidewalks unless you come up to someone's front door or into their bedrooms.
 - Cannot see a soup kitchen coming out in that neighborhood.

- Dr. Sam Campbell, Executive Director of Helping Hands, and lives at 145 Cromwell Drive, Rocky Mount, Virginia, came before Council stating the following:
 - Has had many occasions to work with Ms. Patterson and the soup kitchen.
 - Confirmed that the Mission needs a permanent place.
 - People that the Mission helps are people that are very gracious and thankful for the service provided to them. Some of those clients are some of his also.
 - Has visited the soup kitchen and he has taken notice of the clients and the biggest thing he notices is how quiet they are. They come, get their meal, are thankful for it, talk a few minutes, then leave. The soup kitchen is open for those clients to eat for only one hour. Staff is there longer than that in preparing the food and then cleaning up. Staff is all volunteers.
 - For a lot of people, the soup kitchen solves a lot of questions on what people will have to pay for that month that need the services that the soup kitchen provides.
 - He doesn't think anyone present at this public hearing objects to the services that the soup kitchen provides, just the location.
 - People that use the soup kitchen are not cheaters and trouble makers. It is not a problem at the soup kitchen, but may be the element of the neighborhood.
 - There is not a problem with parking at the current location.
 - It seems from what he can tell, the proposed area would not change for the worse than what the conditions are already in the neighborhood.
 - He would recommend Council to support the proposed location so the Mission could finally have a home.

- Ms. Ann Custer of 525 Diamond Avenue, Rocky Mount, Virginia, came forward stating the following:
 - Lives next to the present location of the Mission.
 - During the years the soup kitchen has been at this location, she has had no problems with those that go there to use it.
 - She has a security system at her home, and the only time it has gone off is when she has accidentally set it off herself.
 - There was a small traffic problem during the first Thanksgiving dinner that was served at the soup kitchen, but that was immediately taken care of and resolved, resulting in no further future traffic problems.
 - Believes Ms Patterson has strict rules, especially on loitering, which she enforces.
 - People that get this type of assistance are very grateful and respectful of what the soup kitchen provides.
 - Hopes Council makes the decision that is best for the whole situation, and works on getting issues resolved.

- Mr. John Lester of 325 Cromwell Drive, Rocky Mount, Virginia came forward stating the following:
 - Ms. Patterson runs a tight ship at the Mission.
 - He is impressed that she takes care of any problem.

- She is truly an asset to Franklin County, Town of Rocky Mount, and State of Virginia.
 - She has done a great deal of service to the community, Council, and citizens of Rocky Mount that they are not even aware of.
 - It is wonderful that the soup kitchen she plans on building will serve to feed those individuals so they can maintain a stable life.
 - People in the proposed area that the Mission proposes to go are very good people, but you do also have people in some areas that don't need to be there. If there are people in that area that have drug or criminal activity, it is the Town's responsibility to take care of, not Ms. Patterson's.
- Mr. Sanford Lyn Robertson of 45 Windy Lane, Rocky Mount, Virginia, came forward stating the following:
 - Has noticed that those who want the project built on Circle Drive do not live there.
 - Stated that although it has been mentioned that this area is a low income area, he probably makes more money than the Assistant Town Manager/Community Development Director.
 - The lawns and houses are kept up in this neighborhood.
 - Council knows that the soup kitchen will lower property values in this neighborhood, and so does everyone else.
 - If this soup kitchen is helping everyone, why are they taking it away from the area they are located now.
 - Cited that the residents in the proposed area were once told that the Green Meadow apartment project was going to be a good thing before it was built, and if he knew now what was going to be put in, he probably would not have bought his own property.
 - Would like to know how Council is going to put the soup kitchen in a Residential-2 district.
 - For the record, an e-mail was received from the Town's Deputy Clerk that Mr. Arnold Dillon had phoned her and wanted his comments to be part of the record, which were:
 - He had just read about the application in the paper and he is in full support of the Mission being located there.
 - He is saying this as a property owner in the area.
 - He thinks they will provide a valuable service to the Town and he hopes that the Town will change its position on the matter.
 - Some folks in the area do not have a lot and he thinks this would be a great help in allowing them to get at least one meal a day, as the location on Diamond Avenue is too far away for some people to walk.

There being no further comments from the public, the Mayor asked if Council had any questions.

- The Assistant Town Manager confirmed to Council Member Cundiff that the total acreage of the lot for the proposed Mission was 0.85 acres combined when he

- actually measured it, although the application did have something else listed.
- Council Member Cundiff personally commended Ms. Patterson for her efforts, but he does have some concerns regarding safety issues, with one concern being that you cannot see the site from North Main Street, and although it is open to the public to eat from 12:00 Noon to 1:00 p.m., you could still have someone break in when no one is at the soup kitchen and take all of the food. According to the Police Department, there were 269 offenses in that area.
 - Council Member Love stated that she thinks Ms. Patterson and her volunteers are angels, but they need a safe area and environment to carry out their good will. She does not feel that the Circle Drive site can do this.
 - Mayor Angle questioned about the other possible sites that were looked at and if they were appropriately zone, and if they were considered or was it just the financing that was the issue. Mr. Sharpe indicated that the Mission has finances to buy the proposed site, but not enough funding to build the structure, which will require them to do fund raising. The Mayor asked if it was possible for the Mission to combine that fund raising and come up with enough money to go to another site, and also, if they have priced other sites. Ms. Patterson indicated that they did get other prices. Mr. Sharpe pointed out that soup kitchen is not allowed in General Business zones either but by special exception.
 - The Town Manager gave a brief synopsis as to how staff had worked to assist Ms. Patterson in trying to locate other sites, with the one being proposed being the one that the Mission wanted to pursue.
 - Council Member Moyer stated that he was concerned with the problems that were already in that area the soup kitchen was proposed to be.

There being no further comments from the public, the Mayor reconvened the meeting back into regular session and asked if there was any comments from Council. Let the record show there were none.

There being no further discussion, the Mayor entertained a motion.

- Motion was made by Council Member Moyer to deny to rezoning request of Stepping Stone Mission of Franklin County, Inc., with motion on the floor being seconded by Council Member Cundiff. Discussion ensued. Council Member Strickler commented that whatever the outcome, Council needs to be helpful in helping the Mission find a place. There being no further discussion, let the record show that four voted in favor of the motion on the floor, zero voted against the motion on the floor, and Vice Mayor Walker and Council Member Greer abstained from voting. Let the record show that the motion passed four to zero.

(NOTE: Let the record show that at 8:17 p.m., the Mayor asked for a five minute break before the third public hearing was to take place. Let the record further show that at 8:23 p.m., Council came back into regular session.)

Let the record show the Mayor recessed the meeting to hold the third and final public hearing:

C. Disposition of Town of Rocky Mount Property

In accordance with the Code of Virginia 15.2-1800, et seq., Rocky Mount Town Code and the Program Design for the Needmore Housing Rehabilitation Community Development Block Grant, the Town Council of Rocky Mount held a public hearing to review and consider authorizing the Assistant Town Manager/Community Development Director to market, negotiate, and enter into agreement to sell Town owned property located at 20 Goodview Street, Rocky Mount, Virginia, commonly referred to as the Relocation House, Tax Map and Parcel Number 20700 03800, zoned Residential Business (RB), to a qualified low-to-moderate income individual or family.

The Assistant Town Manager/Community Development Director came before Council stating the following:

- The Town purchased the Relocation House to facilitate housing repairs during the Needmore and Uptown revitalization projects. The Town used grant money to repair and upgrade the house, and residents left their dwellings and lived in the Relocation House while their repairs were being completed on their own homes. The Town was the innovator for the State, and this was the first time such a project was undertaken. The Town was also pioneers in having to dispose of such a property.
- Now that the projects are substantially complete, the Town must either purchase the building if it wishes to do more rehabilitation, or sell the house in compliance with the performance agreements for the grant.
- The Virginia Department of Housing & Community Development will not officially close the Needmore grant, and presumably the Uptown grant, until the Town disposes of said property.
- The property is a three bedroom, one bathroom house with an eat-in kitchen, laundry room, and living room, with one off-street parking spot, and a crawl space.
- Under terms of the grant, this residential property must be sold to create a home ownership, and may not be used as rental property. The Community Development staff will work with the project administrator with Virginia Department of Housing & Community Development to market and sell the property in accordance with the grant, pending Council's permission.
- Staff requests Council to authorize the Community Development Director to market, negotiate and enter into an agreement to sell Town owned property at 20 Goodview Street, Rocky Mount, Virginia commonly referred to as the Relocation House, Tax Map and Parcel Number 20700 03800, zoned Residential-Business (RB), to a qualified low-to-moderate income individual or family, under the terms of the Needmore Project grant.

The Mayor stated that no one had signed up to speak before Council regarding this request, but opened the floor to anyone wishing to come forward to speak.

Let the record show that no one came forward to speak.

There being no comments from the public of further discussion, the Mayor reconvened the meeting back into regular session and asked if there was any comments from Council. Let the record show there were none.

There being no further discussion, the Mayor entertained a motion.

- Motion was made by Council Member Cundiff to dispose said property according to the conditions of the grant, with motion on the floor being seconded by Council Member Love. There being no discussion, let the record show that the motion on the floor passed unanimously by those present.

APPROVAL OF MINUTES

Prior to the meeting, Council had received for consideration of approval the following draft minutes:

- August 8, 2011 Regular Council meeting minutes

The Mayor asked if there were any corrections, and there being none, the Mayor entertained a motion.

- Motion was made by Council Member Moyer to approve the draft Council meeting minutes as presented, with motion on the floor being seconded by Council Member Greer. There being no discussion, let the record show that the motion on the floor passed unanimously by those present.

APPROVAL OF CONSENT AGENDA

The approval of the *Consent Agenda* consists of approving any miscellaneous resolutions/proclamations, miscellaneous action, departmental monthly reports, and bill list that were submitted prior to the meeting for Council's review and consideration.

- Miscellaneous Resolutions/Proclamations
 - Draft "Resolution by the Rocky Mount Town Council in Support of United Way of Franklin County, Inc."
- Miscellaneous Action
- Departmental Monthly Report
- Bill List

There being no discussion, the Mayor entertained a motion.

- Motion was made by Council Member Strickler to approve the draft *Consent Agenda*, with motion on the floor being seconded by Vice Mayor Walker. There being no discussion, let the record show that the motion on the floor passed unanimously by those present.

HEARING OF CITIZENS

Let the record show that no one had contacted the Town Clerk's Office requesting to come before Council.

At this time, the Mayor opened the floor to anyone wishing to come before Council. Let the record show that no one came forward to speak.

OLD BUSINESS

A. Draft Town of Rocky Mount Workers Compensation Policy

Regarding the proposed draft Town of Rocky Mount Workers Compensation Policy, the following was reported to Council by the Town Manager:

- The Town Attorney had completed his review of the Town's Workers Compensation Policy, with him examining other localities' policies, the policy of the State of Virginia, and consulted with the Town's outside Human Resources legal counsel.
- A copy of the draft policy was given to Council prior to the meeting for their review.
- The revised policy shortens the optional "buy up" of salary from 12 months to six months, and removes all references to any termination point; thereby, allowing the Town to make a determination on a case-by-case basis. This is to address the staffing needs of each department, as well as addresses injuries that are clearly long-term.
- Confirmed to the Mayor that the draft policy represents what Council has previously discussed.

There being no questions from Council or further comments, the Mayor entertained a motion.

- As Chair of the Finance & Human Services Committee, motion was made by Council Member Strickler to approve the draft Workers Compensation Policy as presented, with motion on the floor being seconded by Council Member Cundiff. There being no discussion, let the record show that the motion on the floor passed unanimously by those present.

B. Draft “Town of Rocky Mount Supplemental Appropriation Resolution for the Fiscal Year Ending June 30, 2012” in Relation to Veterans’ Memorial Park”

The Town Manager reported the following to Council:

- As noted during the August 8, 2011 regular Council meeting, there was significant erosion on the bank of Old Furnace Creek adjacent to the Veterans’ Memorial Park.
- The repair is estimated to be \$97,000.
- Along with the Town’s Finance Director, have not been able to locate a funding source for the repair other than fund balance, with the damage not being covered by insurance as the area is classified as flood prone.
- Confirmed to Mayor that the current plan, as suggested by Paul Shively, would be to go with the baskets of rocks onto the area and then backfill with loose stone and dirt; but to be safe, he has contacted three of the Town’s engineering services providers and asked for additional options of action that would be the most cost effective if funds are appropriated for the repair.

There was discussion between Council and the Town Manager about needing a more permanent type solution, with the Town Manager indicating that this type of solution would require a cost factor for a retaining wall that would require in-stream work. The Town Manager informed Council that if this is the route they wanted to go, he would obtain prices for a high-end retaining wall. He further mentioned that he would still like to hear back from the three engineering firms on what they come up with and prices. It was confirmed to Council by the Town Manager that regardless of the plan or cost, Council would still have to give final approval. Also discussed if the bank could be stabilized when the Pigg River Dam is removed, with Town Manager stating that the Town could put in a retaining wall when the work is done in removing the dam, but the bank itself would not be stabilized by just taking the dam out as the damage to the bank was done by water coming off of Furnace Creek and not water coming from Pigg River. Council discussed what best possible route to take concerning this issue. The Town Manager confirmed that he has not approached Franklin County regarding assistance from them in stabilizing the bank because the Town first needs to get a final figure.

There being no further comments, the Mayor entertained a motion.

- Motion was made by Council Member Greer to approve the draft “Town of Rocky Mount Supplemental Appropriation Resolution for the Fiscal Year Ending June 30, 2012” in relation to Veterans’ Memorial Park”, with motion on the floor being seconded by Vice Mayor Walker. Discussion ensued. The Town Manager explained to Council Member Cundiff that if the Town uses the basket of rocks approach, all the work will be done on the land and will not require getting into the stream, and therefore, no permit should be required. There being no further discussion, let the record show that the motion on the floor passed unanimously by those present.

NEW BUSINESS

A. Request of Finance Director for Town Council Authorization to Write-off Town of Rocky Mount's Annual Uncollectable Utility Bill Balances

On behalf of the Finance Director, the Town Manager presented the following:

- The Finance Department is seeking Council's authorization to write-off the Town's annual uncollectable utility bill balances.
- This year, the amount submitted is \$6,027.08. Given a total utility fund revenue of \$1,528,777 in Fiscal Year 2011, this represents four tenths of one percent of the Town's revenue stream. This amount represents utility bills owed to the Town that could not be collected using the Town's standard collection process. The process used by the Town includes seizing deposits, transferring balances to new accounts, and refusing to establish new service until the prior balance has been paid.
- The Town auditors recommend a yearly write-off of debts that are considered uncollectable. This year, it has been the lowest it has been for the past three years.
- Individuals who have had an account balance written off are still monitored should they seek to re-establish service.

There being no further comments, the Mayor entertained a motion.

- Motion was made by Council Member Greer to approve the requested write-off of the Town's annual uncollectable utility bill balances, with motion on the floor being seconded by Council Member Strickler. There being no discussion, let the record show that the motion on the floor passed unanimously by those present.

B. Request of Finance Department for Town Council Authorization to Perform a Write-off of Uncollectable Personal Property Tax Balances for the Town of Rocky Mount

On behalf of the Finance Director, the Town Manager presented the following:

- The Finance Department is once again seeking Council's authorization to perform a write-off of uncollectable personal property tax balances. These funds have not been paid due to various reasons.
- Write-offs are requested from amounts due being over five years old, which is the maximum length of time before collection efforts must be stopped per the Code of Virginia, businesses closing, or residents moving outside of Town limits. Staff have verified Franklin County status with the Franklin County Commissioner of Revenue's Office.
- Normally, any unpaid personal property tax bill is mailed at least twice in the current tax year with "second notice" or "past due" stamped on the ticket. Other notices are sent in subsequent years to any updated addresses. Notes are made with the business license renewals that unpaid business personal property (business equipment) tax bills may be collected at that time.

- The amount being written off is \$11,223.47, which includes \$6,489.63 due from the customer, \$648.96 in penalties, and \$3,042.44 in Personal Property Tax Refund funds from the State.

The Finance Director confirmed to the Mayor that about \$6,000 is the annual amount that is written off.

There being no further comments, the Mayor entertained a motion.

- Motion was made by Council Member Greer to approve the requested write-off of the Town's annual uncollectable personal property tax balances, with motion on the floor being seconded by Vice Mayor Walker. There being no discussion, let the record show that the motion on the floor passed unanimously by those present.

C) Draft "Resolution of the Town Council of the Town of Rocky Mount, Virginia Approving the Application for a Planning Grant Through the Virginia Department of Health Drinking Water Financial and Construction Assistance Programs (FCAP)"

The Superintendent of the Water Department reported to Council the following:

- Requesting Council's review and consideration for approval the submitted draft "Resolution of the Town Council of the Town of Rocky Mount, Virginia Approving the Application for a Planning Grant Through the Virginia Department of Health Drinking Water Financial and Construction Assistance Programs (FACP)".
- The Water Department is working with the engineering firm of Hurt and Proffitt on a planning grant application to evaluate the cost and benefit of a raw water containment tank at the Water Plant.
- A holding tank could benefit the Water Plant during times of low river flow during turbid water conditions, and for purposes of allowing treatment options to improve water quality.
- The application for the grant has been submitted; however, a supporting resolution from the governing body is required for the application to be considered.
- If the planning grant is approved for funding, the Town is under no obligation to provide matching funds.
- Confirmed to Vice Mayor Walker that the proposed tank would hold approximately 300,000 to 500,000 gallons, and during the summer, the tank could be used as a pretreatment unit which would improve disinfection process for the summer. It would also act as a settling basin.

There was much discussion regarding a question raised by Council Member Cundiff regarding the planning grant actually being used as an enticement for the Town to apply for, which he stated was his personal view, and further stating that if approved by the Department of Health for construction of the tank, the grant would require matching funds from the Town. It was reiterated by the Superintendent of the Water

Department that to apply for the grant itself, there was no obligation from the Town to provide any matching funds.

There being no further comments, the Mayor entertained a motion.

- Motion was made by Council Member Cundiff to deny the grant application, with motion on the floor being seconded by Council Member Moyer. Discussion ensued. Vice Mayor Walker stated that the question is, does the Town have the money to build the tank if it is needed. He further stated that as of right now, the Town does not have the money. The Mayor stated that all the planning grant will tell the Town at this time is if the tank is needed, with the Town being under no obligation to build. Council Member Cundiff pointed out that he believes the Town first needs to fix the current water loss problem before thinking about building a tank. The Mayor reiterated that since the Town is under no obligation to provide matching funds, he does not see where applying would hurt to get input from the planning grant folks. There being no further discussion, let the record show that the motion on the floor passed five to one, with Council Member Strickler voting no.

D. Draft "Resolution by the Rocky Mount Town Council and Rocky Mount Planning Commission in Applying for Industrial Revitalization Funds Through Virginia Department of Housing & Community Development"

The Assistant Town Manager/Community Development Director stated that he had intended to bring before Council information regarding the State creating a limited Industrial Revitalization fund for removing industrial blight, particularly those blights which clear the way for transportation improvements, industrial renewal, public recreation improvements, and screening between zones. He did point out that the maximum award is \$600,000, which would be matched by the locality; only three million dollars is available statewide; the State anticipates making awards to only five localities this year; and with the competition of these funds, it is unlikely the Town would receive an award this year. But at this time, he pointed out that he would rather the Town not submit this application right now due to it requiring a matching fund, and also due to economic difficulties that the Town has been facing during the past couple of years.

At the request of Council, the Assistant Town Manager/Community Development Director went over the area that the corridor enhancement would take place. Prior to the meeting, Council had received a printout entitled "Creation of Transportation Revitalization Corridor" dated August 2011 that gave an overview of the sites he mentioned. He further confirmed to the Mayor that there is a time period of 2013.

There being no further comments, the Mayor entertained a motion.

- Motion was made by Council Member Greer to not apply at this time for the revitalization funds, with motion on the floor being seconded by Council Member

Moyer. There being no discussion, let the record show that the motion on the floor passed unanimously by those present.

E. Miscellaneous Issue Regarding Anderson Street Properties

On another issue, the Assistant Town Manager/Community Development Director did confirm to Council that the two properties located on Anderson Street that were to be demolished by the Town were sold at tax sale. He also went over the time frame for demolition for the property located on what is commonly referred to as Tank Hill.

COMMITTEE REPORTS

Let the record show there were no committee reports at this time.

OTHER MATTERS, CONCERNS AND RISE 'N SHINE APPEARANCES

A. Referrals to Planning Commission from Town Council

Let the record show there were no referrals to the Planning Commission at this time by Council.

B. Rise 'N Shine Appearances

The Assistant Town Manager/Community Development Director was on the *Rise 'N Shine* show earlier today.

COUNCIL CONCERNS

A. Council Member Love

Requested that the Town Manager contact Shentel regarding Mr. Bobby Hodges not yet hearing from them regarding his complaints. The Town Manager informed Council that he has written Shentel not only about Mr. Hodges' complaint, but about another citizen's complaint as well, asking Shentel to contact each one of them. He further stated that he will personally contact the Vice President of Shentel to have him contact Mr. Hodges, along with contacting the other person as well.

B. Mayor Steven Angle

The Mayor encouraged all Council members who have not dropped by the Town Manager's Office to do so in order to look at the proposed paperless Council packet.

CLOSED MEETING

At 9:03 p.m., motion was made by Council Member Love to go into *Closed Meeting*, and seconded by Council Member Strickler and carried unanimously to discuss the following:

- Section 2.2-3711(A).1 - Discussion, consideration or interviews of prospective candidates for employment, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees or employees of any public body (Town-wide salary and compensation).
- Section 2.2-3711(A).3 - Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body (North Main Street and Franklin Heights).

At 9:34 p.m., motion was made by Council Member Love to come out of *Closed Meeting* and to reconvene the meeting back into open session, with motion on the floor being seconded by Council Member Greer and carried unanimously by those present.

CERTIFICATE OF CLOSED MEETING

Whereas, the Town of Rocky Mount Council has convened a *Closed Meeting* on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

Whereas, Section 2.2-3712 of the Code of Virginia requires certification by this council that such *Closed Meeting* was conducted in conformity with Virginia Law;

Now, Therefore, Be It Resolved that the Rocky Mount Town Council hereby certifies that, to the best of each members' knowledge: (1) only public business matters lawfully exempted from open meeting requirements under this chapter; and (2) only such public business matters as were identified in the motion by which the *Closed Meeting* was convened were heard, discussed, or considered in the meeting by the public body.

Steven C. Angle, Mayor

- Motion was made by Council Member Moyer certifying that: (1) only public business matters lawfully exempted from open meeting requirements under this chapter was discussed; and (2) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body was discussed. Motion was seconded b Council Member Love. The Mayor swore to adopt the motion on the floor by Council Member Moyer that this was all that was discussed as defined in Section 2.2-3712 Code of Virginia. Voting yes were Vice Mayor Gregory B. Walker and Council Members Bobby M. Cundiff, Jerry W. Greer, Sr., P. Ann Love, Robert L. Moyer, and Robert W. Strickler.

The Mayor reported that Council authorized the Assistant Town Manager/Community Development Director to schedule a public hearing for disposition of real property.

ADJOURNMENT

At 9:40 p.m., motion was made by Council Member Moyer to adjourn, seconded by Council Member Greer and carried unanimously by those present.

Steven C. Angle, Mayor

ATTEST:

Patricia H. Keatts/Town Clerk

/phk

MONTHLY STAFF REPORT

DATE:	October 5, 2011
TO:	Rocky Mount Town Council
FROM:	Linda Woody, Finance Director
DEPARTMENT:	Finance Department
MONTH:	September 2011

This report contains the following monthly information for September 2011 activity:

New businesses obtaining a business license during the month

Investment portfolio from the latest bank statement

Revenue comparisons from this fiscal year to last fiscal year

Meals tax collections chart

Local sales tax collections chart

Lights for Life campaign update

Expenditure comparisons from this fiscal year to last fiscal year

Available contingency funds status

Project to date expenditures on the Uptown Revitalization Project & Pigg River Heritage Trail

Utility billing profiles on customers and consumption

Water Customer Cut-off's chart

Water accountability reconciliation of finished water gallons pumped vs. metered water gallons consumed

Water Accountability Percent chart

Utility profiles on water production and wastewater flow

Customer flow for the Finance Department is unavailable at this time.

825 walk-in transactions

1334 drive-thru transactions

741 mail transactions

**TOWN OF ROCKY MOUNT
NEW BUSINESS LICENSES
DURING SEPTEMBER 2011**

The following new businesses obtained their business licenses during the month:

Retail:

Tyme & Again, 510 Franklin St., retail

Everything Used, 373 Franklin St., used furniture

Nitty Gritty Entertainment (Go Mobile of Rocky Mount), 868 Tanyard Rd., retail

**TOWN OF ROCKY MOUNT
Investment Portfolio
at August 31, 2011**

<u>Security</u>	<u>Call Date</u>	<u>Maturity Date</u>	<u>Bond</u>	<u>Market Price</u>	<u>Market Value</u>	<u>Market Yield</u>	<u>Yield to Maturity</u>	<u>Cusip Number</u>	<u>Estimated Annual Interest</u>
FHLB	1/26/2012	1/26/2012	500,000	100.679	503,395.00	2.08%	2.10%	3133XSWX2	10,500.00
FFCB	9/24/2012	3/24/2016	500,000	101.998	509,990.00	2.39%	2.44%	31331KFK1	12,200.00
FFCB	7/18/2012	7/18/2016	225,000	101.075	227,418.75	2.06%	2.09%	31331LRN2	4,702.50
FHLB	9/13/2011	12/13/2013	500,000	100.025	500,125.00	1.01%	1.02%	313370TR9	5,100.00
FHLB	10/14/2011	10/14/2015	190,000	100.183	190,347.70	1.74%	1.75%	3133715Z5	3,325.00
FHLB	5/18/2012	11/18/2015	500,000	101.256	506,280.00	2.02%	2.05%	313373PF3	10,250.00
FHIB	5/25/2012	2/25/2016	500,000	101.176	505,880.00	2.02%	2.05%	313373TX0	10,250.00
FHLB	9/30/2011	12/30/2015	500,000	99.701	498,505.00	1.85%	1.85%	313374M72	9,250.00
FHLB	10/28/2011	7/28/2016	250,000	100.242	250,605.00	2.14%	2.15%	313374UD0	5,375.00
FHLM	12/22/2011	6/22/2015	750,000	100.386	752,895.00	1.54%	1.55%	3134G2LL4	11,625.00
FHLM	6/29/2012	6/29/2016	230,000	100.779	231,791.70	1.98%	2.00%	3134G2LW0	4,600.00
FHLB	11/17/2011	2/17/2016 A	225,000	100.208	225,468.00	1.50%	1.51%	3134G2VU3	3,397.50
FNMA	10 days	4/29/2015	500,000	102.765	513,825.00	1.94%	2.00%	3136FRGH0	10,000.00
FNMA	2/10/2012	8/10/2015 A	500,000	100.621	503,105.00	1.61%	1.63%	3136FRH30	8,125.00
FNMA	10 days	6/30/2016	250,000	100.236	250,590.00	1.49%	1.50%	3136FRTD5	3,750.00
Bond Totals			<u>6,120,000</u>		<u>6,170,221.15</u>	1.82%			<u>112,450.00</u>

Note A These replaced bonds that were called having rates of 1.24% and 2.12%

BK N Am rating A3	5/13/2013	225,000	100.418	225,940.50	99.00%	0.99%	05568PZR1	2,250.00
		<u>225,000</u>		<u>225,940.50</u>				<u>2,250</u>
Total Investments		<u>6,345,000</u>		<u>6,396,161.65</u>				<u>114,700.00</u>

<u>Month</u>	<u>LGIP</u>		<u>Effective</u>
	<u>Balance</u>		<u>Yield</u>
Aug-10	1,677,234.49		0.28%
Sep-10	2,188,058.14		0.26%
Oct-10	2,210,326.60		0.24%
Nov-10	2,223,064.08		0.22%
Dec-10	1,830,791.77		0.20%
Jan-11	1,848,061.55		0.19%
Feb-11	1,908,579.80		0.20%
Mar-11	2,627,559.44		0.19%
Apr-11	2,144,710.12		0.17%
May-11	2,162,400.97		0.14%
Jun-11	1,758,838.13		0.11%
Jul-11	1,465,085.58		0.11%
Aug-11	1,533,274.30		0.13%

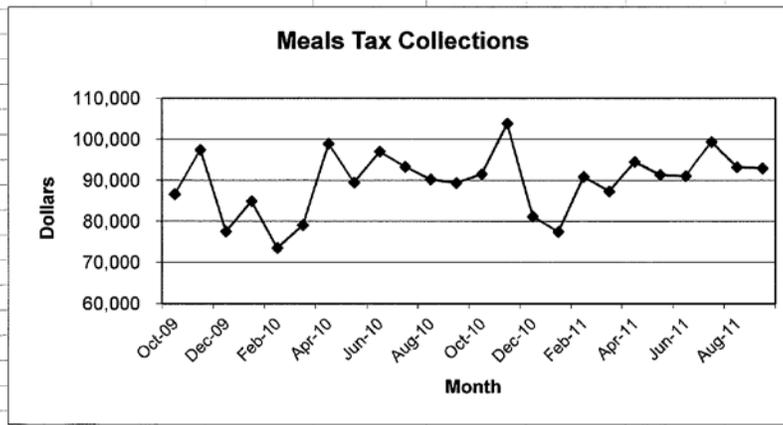
TOWN OF ROCKY MOUNT REVENUE COMPARISONS AS OF SEPTEMBER 30, 2011						
* Year to Date less than Month because of fiscal year accruals. Some revenue received after July 1 is added as if received June 30. This is done to show that revenues received in July and August are considered available to pay any bills dated in July and August for goods and services received in June. Also, tax revenue received in July and August were collected in June but not remitted to us until after July 1.						
REVENUE SOURCE	MONTH		YEAR TO DATE		BUDGET	% OF
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	BUDGET
GENERAL FUND - Local Revenues:						
Real Estate Tax	3,556	546	8,726	1,615	547,772	1.59%
Public Service Tax	-	-	4	-	25,078	0.02%
Personal Property Tax	495	(83)	2,355	(43)	133,679	1.76%
Machinery & Tools Tax	-	-	-	-	85,175	0.00%
Penalties on Tax	159	60	729	517	1,000	72.91%
Interest on Tax	81	12	248	95	500	49.59%
Local Sales Tax	14,327	14,987	14,327	14,987	157,495	9.10%
Meals Tax	92,951	89,407	179,607	175,380	1,030,125	17.44%
Utility Tax	28,566	28,016	56,479	56,238	332,100	17.01%
Communications Tax	20,144	17,378	14,005	17,498	197,880	7.08%
Decals	726	868	2,722	3,477	89,470	3.04%
Bank Stock Tax	-	-	-	-	202,320	0.00%
Penalty-Meals Tax	247	48	1,740	208	750	232.06%
Interest-Meals Tax	116	81	968	94	200	484.03%
Lodging Tax	8,248	5,078	17,035	13,010	84,890	20.07%
Cigarette Tax	9,312	-	41,555	-	250,000	16.62%
BPOL-Retail	115,619	233	116,794	2,481	253,157	46.14%
BPOL-Professional	-	-	9,789	9,645	119,101	8.22%
BPOL-Contractor	-	-	1,334	504	14,019	9.52%
BPOL-Repairs/Services	363	-	1,140	237	95,845	1.19%
BPOL-Alcoholic Beverages	-	-	-	-	500	0.00%
BPOL-Penalty/Interest	5,755	33	6,533	1,950	800	816.63%
BPOL-Amusement	-	-	-	-	200	0.00%
BPOL-Utility	-	-	-	-	6,400	0.00%
BPOL-Miscellaneous	53	-	303	196	2,322	13.05%
Solicitor Permits	-	-	20	60	-	0.00%
Farmer's Market Fees	60	230	465	615	1,900	24.47%
Welcome Center Fees	150	-	685	370	6,000	11.42%
Depot Management Fees	-	-	-	-	-	0.00%
Planning/Zoning Fees	240	775	2,951	1,300	7,500	39.35%
Court Fines	1,989	2,169	5,835	5,060	25,500	22.88%
Parking Fines	40	-	130	40	390	33.33%
Interest Earnings	2,000	15,660	(2,560)	9,427	72,538	-3.53%
Return Check Fees	40	80	140	273	640	21.88%
Rental of Property	-	-	-	-	420	0.00%
Sale of Materials	-	-	-	-	-	0.00%
Sale of Property	-	55	-	925	4,000	0.00%
Grave Preparation	-	-	-	-	1,000	0.00%
Security Services	-	-	-	-	2,500	0.00%
Passport Service Fees	331	-	1,402	25	3,500	40.06%
Police Reports	107	194	395	662	1,500	26.33%
Garbage Collection Fees	6,760	7,486	6,659	22,494	88,350	7.54%
Truck Rental Program	50	30	100	80	300	33.33%
Miscellaneous Services	-	-	762	-	-	0.00%
Donations	-	79,153	340	80,908	-	0.00%
Merchandise Sales	-	-	-	-	-	0.00%
Miscellaneous	3,286	1,279	7,672	7,127	-	0.00%
Curb & Gutter Recoveries	-	-	-	-	-	0.00%
Recoveries	6	-	232	3	500	46.41%
Bond Proceeds	-	31,877	-	31,877	-	0.00%
Appropriated Fund Balance	-	-	-	-	-	0.00%
Total Local Revenues	315,777	295,650	501,620	459,337	3,847,316	13.04%

TOWN OF ROCKY MOUNT						
REVENUE COMPARISONS						
AS OF SEPTEMBER 30, 2011						
* Year to Date less than Month because of fiscal year accruals. Some revenue received after July 1 is added as if received June 30.						
This is done to show that revenues received in July and August are considered available to pay any bills dated in July and August for goods and services received in June. Also, tax revenue received in July and August were collected in June but not remitted to us until after July 1.						
REVENUE SOURCE	MONTH		YEAR TO DATE		BUDGET	% OF
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	BUDGET
GENERAL FUND - State Revenues:						
ABC Profits	-	-	-	-	-	0.00%
Wine Tax	-	-	-	-	-	0.00%
Rolling Stock Tax	-	3,223	26	3,255	3,000	0.87%
Litter Tax	2,054	-	2,054	-	2,500	82.16%
Other Categorical Aid	-	135	-	70,241	-	0.00%
Fire Programs	-	10,401	-	10,401	10,000	0.00%
FEMA Grants	-	-	-	-	-	0.00%
PPTRA from the State	-	-	53,861	53,861	53,861	100.00%
School Resource Officers	-	-	-	-	30,256	0.00%
DMV / 402 Grant	-	-	-	-	-	0.00%
VDOT Grant	-	-	-	5,794	-	0.00%
Local Law Enforcement	-	-	-	-	-	0.00%
DMV Mini Grants	-	-	-	-	-	0.00%
Street Maintenance	297,778	279,351	297,778	279,351	1,117,402	26.65%
Volunteer Fire Dept.	-	-	7,500	7,500	30,000	25.00%
Law Enforcement-599 Funds	27,115	28,101	27,115	28,101	112,406	24.12%
Police Grants	-	1,156	-	1,156	-	0.00%
Va. Commission of the Arts Grant	-	-	-	-	-	0.00%
Va. Dept. of Conservation & Recreation	-	-	-	-	-	0.00%
County Community Funds	-	-	-	-	-	0.00%
Total State Revenues	326,947	322,367	388,333	459,659	1,359,425	28.57%
TOTAL GENERAL FUND REVENUES	642,724	618,017	889,953	918,996	5,206,741	17.09%
UTILITY FUND REVENUES:						
Water Sales	86,671	109,433	* 75,064	91,001	1,013,000	7.41%
gallons billed	21,462,672	22,178,704	65,628,319	66,124,324		
Water Connections	2,000	500	5,275	14,950	169,550	3.11%
Reconnect Fees	450	280	915	680	2,400	38.13%
Penalties	618	1,871	4,633	5,841	18,500	25.04%
Bulk Water Purchases	63	119	210	329	1,800	11.67%
County Bulk Water Sales	-	-	-	-	-	0.00%
Health Dept.	834	-	834	-	-	0.00%
Sewer Collection Charges	52,987	68,592	* 52,561	67,129	650,964	8.07%
gallons billed	15,975,402	16,558,814	47,708,112	47,821,567		
Sewer Connections	3,000	1,000	3,000	5,125	152,500	1.97%
Leachate Collection Charges	-	-	-	-	-	0.00%
Cell Tower Rent	3,912	3,787	7,824	7,575	45,903	17.04%
Bond Proceeds	-	32,000	69,798	32,000	-	0.00%
VML Safety Grant	4,000	-	4,000	-	-	0.00%
Meals Tax Transfer	92,951	89,407	179,606	175,380	454,135	39.55%
Recoveries	-	-	-	-	-	0.00%
Transfer from General Fund	-	-	-	-	-	0.00%
Appropriated Fund Balance	-	-	-	-	675,500	0.00%
TOTAL UTILITY FUND REVENUES	247,488	306,990	403,720	400,010	3,184,252	12.68%

TOWN OF ROCKY MOUNT						
REVENUE COMPARISONS						
AS OF SEPTEMBER 30, 2011						
* Year to Date less than Month because of fiscal year accruals. Some revenue received after July 1 is added as if received June 30. This is done to show that revenues received in July and August are considered available to pay any bills dated in July and August for goods and services received in June. Also, tax revenue received in July and August were collected in June but not remitted to us until after July 1.						
REVENUE SOURCE	MONTH		YEAR TO DATE		BUDGET	% OF
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	BUDGET
CAPITAL PROJECTS REVENUES:						
CBDG Grant	-	171,757	-	171,757	-	0.00%
TEA-21 Grant	-	-	-	-	-	0.00%
Tobacco Grant	-	-	-	-	-	0.00%
Bonds / Loans	-	187,490	35,754	187,490	-	0.00%
Uptown Loan Repayments	63	-	488	-	-	0.00%
Appropriated Fund Balance	-	-	-	-	-	0.00%
TOTAL CAPITAL PROJECTS REVENUES	63	359,247	36,242	359,247	-	0.00%
					3 months of the 12 months of the fiscal year	25.00%

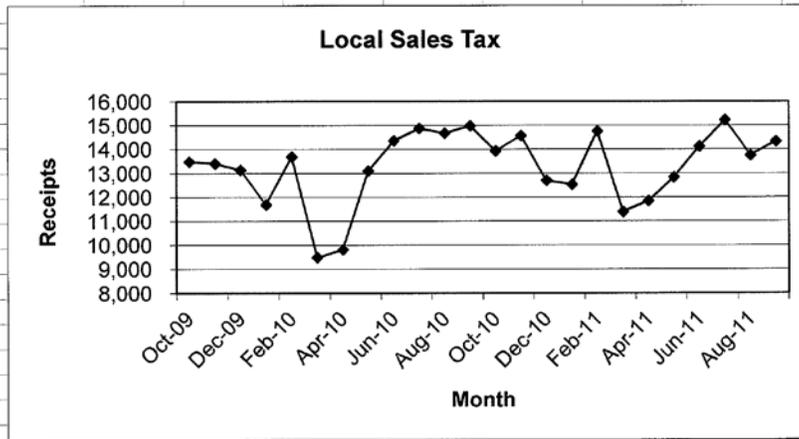
TOWN OF ROCKY MOUNT
MEALS TAX COLLECTIONS

Month	Collections
Oct-09	86,665
Nov-09	97,438
Dec-09	77,604
Jan-10	84,988
Feb-10	73,567
Mar-10	79,144
Apr-10	98,890
May-10	89,506
Jun-10	97,011
Jul-10	93,303
Aug-10	90,238
Sep-10	89,407
Oct-10	91,547
Nov-10	103,824
Dec-10	81,219
Jan-11	77,485
Feb-11	90,888
Mar-11	87,365
Apr-11	94,522
May-11	91,368
Jun-11	91,062
Jul-11	99,354
Aug-11	93,225
Sep-11	92,951



Town of Rocky Mount
Local Sales Tax

Oct-09	13,490
Nov-09	13,411
Dec-09	13,145
Jan-10	11,695
Feb-10	13,689
Mar-10	9,492
Apr-10	9,816
May-10	13,100
Jun-10	14,362
Jul-10	14,877
Aug-10	14,677
Sep-10	14,987
Oct-10	13,933
Nov-10	14,572
Dec-10	12,695
Jan-11	12,536
Feb-11	14,761
Mar-11	11,395
Apr-11	11,848
May-11	12,835
Jun-11	14,118
Jul-11	15,223
Aug-11	13,747
Sep-11	14,327



Town of Rocky Mount		
Lights for Life Campaign		
Goal		\$ 425,000
	Monthly	Cumulative
Month:	Total Cash	Total Cash
Aug-10	\$ 1,980	\$ 1,980
Sep-10	\$ 129,602	\$ 131,582
Oct-10	\$ 31,429	\$ 163,012
Nov-10	\$ 17,179	\$ 180,191
Dec-10	\$ 32,306	\$ 212,497
Jan-11	\$ 53,891	\$ 266,389
Feb-11	\$ 6,306	\$ 272,694
Mar-11	\$ 1,983	\$ 274,677
Apr-11	\$ -	\$ 274,677
May-11	\$ 50	\$ 274,727
Jun-11	\$ 398	\$ 275,125
Jul-11	\$ 25	\$ 275,150
Aug-11	\$ 315	\$ 275,465
Sep-11	\$ -	\$ 275,465
Cash Collections		\$ 275,465
Pledges Outstanding		\$ -
Town's Pledge		\$ 150,000
County's Pledge		
Campaign Total		\$ 425,465
Balance to meet Goal		\$ -

TOWN OF ROCKY MOUNT
 LIGHTS FOR LIFE (01.4107.5415 & .7054)
 PROJECT TO DATE EXPENDITURES
 AT 9/30/11

Contributions to Date \$ 425,465

	Expenditures This Month	Project to Date
Engineering	-	21,305
Construction	78,729	182,376
Totals	<u>78,729</u>	<u>203,681</u>

TOWN OF ROCKY MOUNT EXPENDITURE COMPARISONS AS OF SEPTEMBER 30, 2011						
ACTIVITY	MONTH		YEAR TO DATE		BUDGET	% OF
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	BUDGET
GENERAL FUND:						
Mayor & Council	8,410	8,929	22,752	24,079	105,481	21.57%
Town Manager	15,188	13,818	44,344	44,200	179,327	24.73%
Town Attorney	3,577	-	16,069	5,034	39,190	41.00%
Finance Department	31,404	18,831	83,990	70,965	311,675	26.95%
Electorial Board	-	-	-	-	3,000	0.00%
Police Department	140,362	100,188	423,293	334,912	1,546,638	27.37%
Volunteer Fire Dept.	10,898	2,863	29,424	15,784	102,829	28.61%
Public Works Admin.	1,634	1,482	3,151	2,929	17,156	18.37%
Street Lights	8,254	7,295	15,364	14,416	91,150	16.86%
Traffic Control & Parking	92,918	807	87,477	6,388	78,390	111.59%
Streets	312,062	52,855	396,678	151,283	911,417	43.52%
Sidewalks & Curbs	-	267	2,568	1,539	73,692	3.48%
Old Fort Road Extension	-	203	-	394	-	0.00%
Street Cleaning	407	419	3,936	3,610	16,818	23.40%
Refuse Collection	7,758	5,716	35,726	22,122	154,218	23.17%
Snow Removal	-	-	292	282	25,350	1.15%
Municipal Building	3,414	3,465	9,548	10,200	63,097	15.13%
Emergency Services Bldg.	5,408	3,132	11,302	5,763	58,350	19.37%
Public Works Building	1,479	1,154	3,521	1,989	19,060	18.48%
Cemetery	661	1,255	5,952	3,723	16,293	36.53%
Playgrounds	1,748	1,840	6,466	5,468	26,988	23.96%
Celeste Park	-	-	-	-	-	0.00%
Pigg River Heritage Trail	-	7,759	-	11,063	-	0.00%
Gilley's Park	-	-	-	-	9,500	0.00%
Pigg River Dam Safety	-	-	-	1,659	30,000	0.00%
Planning & Zoning	8,059	9,596	24,350	29,497	122,353	19.90%
Community Development	14,923	9,358	37,643	31,288	189,073	19.91%
Citizen's Square	905	789	2,512	2,140	15,400	16.31%
Hospitality Center	826	919	1,601	2,055	17,150	9.33%
Main Street Program	-	3,597	-	10,861	-	0.00%
Passport Services Expenses	20	1,450	185	2,071	1,050	17.59%
Remediation Blighted Structures	146	-	576	-	40,000	1.44%
Non-Departmental:						
Wages & Fringes	3,721	75	8,153	3,817	45,959	17.74%
Employee Wellness Program	50	-	50	1,900	7,300	0.68%
Employee Drug Testing	199	-	199	-	1,200	16.55%
Letter of Credit Reimbursement	-	-	80,000	-	250,000	32.00%
Insurance	-	-	58,832	60,854	67,000	87.81%
Contributions to Others	-	-	22,500	25,000	22,500	100.00%
Debt Service-Principal	-	-	-	-	189,300	0.00%
Debt Service-Interest	-	-	68,086	29,666	127,201	53.53%
Transfer to Utility Fund	92,951	89,407	179,607	175,380	454,135	39.55%
Transfer to Capital Proj. Fund	-	-	-	-	-	0.00%
Contingency	-	-	-	-	27,500	0.00%
TOTAL GENERAL FUND EXPENDITURES	767,382	347,468	1,686,144	1,112,334	5,456,740	30.90%

TOWN OF ROCKY MOUNT EXPENDITURE COMPARISONS AS OF SEPTEMBER 30, 2011						
ACTIVITY	MONTH		YEAR TO DATE		BUDGET	% OF
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	BUDGET THIS YEAR
WATER & SEWER FUND:						
Water System Operation	16,057	47,774	77,237	76,598	264,690	29.18%
Meter Reading	2,858	2,334	3,446	2,388	45,332	7.60%
Water Plant	38,951	39,765	106,976	97,152	580,716	18.42%
Water Loss Study	-	1,800	-	1,800	-	0.00%
Oaks / Fralin Development Sewer Line	1,075	-	1,075	-	-	0.00%
Diamond Ave. Water Line Replacement	10,749	-	10,749	-	-	0.00%
Wastewater System Operation	36,989	4,909	46,867	11,159	144,077	32.53%
Wastewater Treatment Plant	31,545	33,628	69,573	39,159	379,870	18.31%
Utility Billing & Administration	10,419	9,533	22,184	22,392	135,688	16.35%
Non-Departmental:						
Wages & Fringes	-	-	-	-	-	0.00%
Insurance	-	-	19,611	20,285	22,313	87.89%
Debt Service-Principal	-	-	-	-	658,922	0.00%
Debt Service-Interest (fy 10 accruals)	-	51,585	(11,500)	(12,146)	182,444	-6.30%
Transfer to Capital Projects Fund	-	-	-	-	-	0.00%
Contingency	-	1,000	-	1,000	94,700	0.00%
Depreciation	-	-	-	-	675,500	0.00%
TOTAL WATER & SEWER FUND EXPENSES	148,642	192,328	346,218	259,786	3,184,252	10.87%
CAPITAL IMPROVEMENTS FUND:						
Uptown Redevelopment Project	419,409	152,308	395,042	164,310	-	0.00%
Industrial Park - Site Improvements	-	-	-	-	-	0.00%
TOTAL CAPITAL PROJECTS EXPENDITURES	419,409	152,308	395,042	164,310	-	0.00%
3 months of the 12 month fiscal year						25.00%

TOWN OF ROCKY MOUNT
CONTINGENCY FUNDS
FISCAL YEAR 2012

	GENERAL FUND	UTILITY FUND
BUDGETED CONTINGENCY	27,500	94,700
COMMITTED: nothing at this time		
AVAILABLE CONTINGENCY FUND BALANCE Available / (overexpended)	<u>27,500</u>	<u>94,700</u>

TOWN OF ROCKY MOUNT									
UPTOWN REVITALIZATION PROJECT (04.3460)									
THROUGH 9/30/11									
PROJECT TO DATE EXPENSES BY FUNDING SOURCES:									
3460	UPTOWN PROJECT		EXPENSES	0050	0060	0070	0090	TOTAL	VARIANCE
	CATEGORY:	BUDGET	THIS MONTH	CDBG	VDOT	TOWN	PRIVATE	EXPENDITURES	fav / (unfav)
1000	Administration	80,000	-	-	-	224,126	-	224,126	(144,126)
1031	Interim Assistance	-	-	-	-	-	-	-	-
1031	Water Lines	59,000	1,332	-	-	104,631	-	104,631	(45,631)
1032	Streets (PW crews)	-	224,694	-	119,233	250,410	-	369,644	(369,644)
1033	Drainage	95,750	-	162,781	40,697	242,034	-	445,511	(349,761)
1036	Streetscapes	652,728	193,367	31,347	459,333	1,157,627	-	1,648,307	(995,579)
1037	Marketing	12,500	-	-	-	2,843	-	2,843	9,657
1038	Warren Street	73,950	-	-	-	46,935	-	46,935	27,015
1044	Warren St. Sewer (nc	-	-	-	-	50,084	-	50,084	(50,084)
1039	West Church Street	100,000	-	-	-	38,774	-	38,774	61,226
1040	South Main Street	219,410	-	-	-	50,994	-	50,994	168,416
1041	Court St. Parking	204,250	-	-	-	-	-	-	204,250
1042	Façade Program	308,000	-	54,881	-	-	-	54,881	253,119
1043	Loan Pool	110,000	-	40,000	-	-	-	40,000	70,000
1701	Housing Rehab	149,598	16	110,660	-	360	5,200	116,220	33,378
	TOTAL PROJECT	2,065,186	419,409	399,669	619,263	2,168,820	5,200	3,192,952	(1,127,766)
								3,192,952	(1,127,766)
	FUNDING CAP FROM OUTSIDE AGENCIES			666,648	405,000		140,000	1,211,648	
	KEPT FOR ADMIN-VDOT				(14,297)				
	REMAINING FUNDS FROM OUTSIDE AGENCIES			266,979	(214,263)		134,800	187,516	
	FUNDING FROM TOWN (BALANCE OF TOTAL PROJECT)					1,293,666			
	REMAINING FUNDS FROM TOWN TO BE EXPENDED					(875,134)			

TOWN OF ROCKY MOUNT
 PIGG RIVER HERITAGE TRAIL (01.4355)
 PROJECT TO DATE EXPENDITURES
 AT 9/30/11

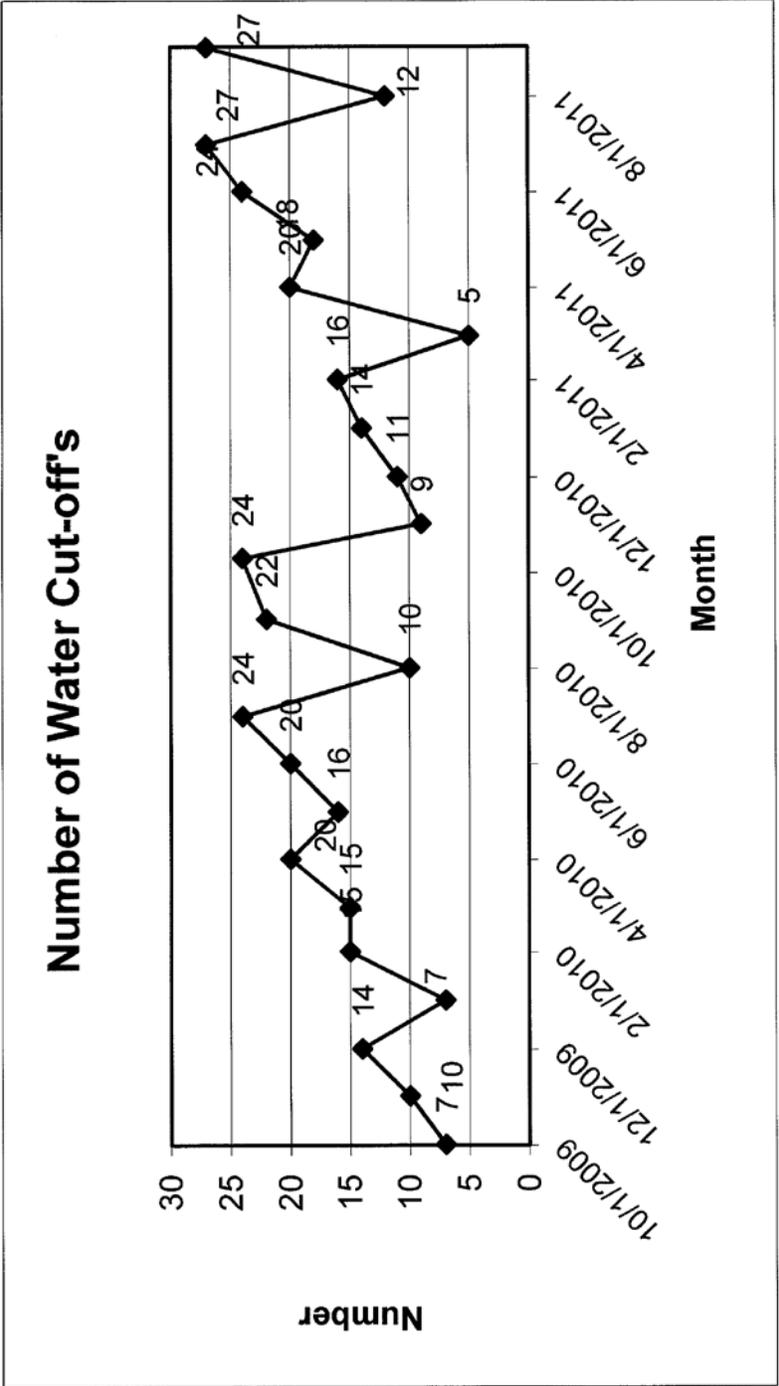
	Budget	This Month	Project to Date	Variance
Salaries & Fringes		-	36,932	
Supplies & Materials		-	25,468	
Contractual		-	24,481	
Totals	<u>156,500</u>	-	<u>86,881</u>	<u>69,619</u>

TOWN OF ROCKY MOUNT
UTILITY BILLING
WATER CONSUMPTION PERCENTAGES
FOR THE MONTH OF SEPTEMBER 2011

	TOTAL METERS	TOTAL GALLONS	TOTAL REVENUES	% METERS	% GALLONS	% REVENUES
IN-TOWN CUSTOMERS						
RESIDENTIAL	1,771	6,863,351	\$ 30,092	62%	32%	30%
COMMERCIAL	297	6,013,898	\$ 22,456	10%	28%	23%
INDUSTRIAL	42	4,754,740	\$ 15,297	1%	22%	15%
TOTAL	2,110	17,631,989	\$ 67,845	74%	82%	68%
OUT-OF-TOWN CUSTOMERS						
RESIDENTIAL	678	2,534,410	\$ 22,301	24%	12%	22%
COMMERCIAL	47	1,295,573	\$ 9,336	2%	6%	9%
INDUSTRIAL	2	700	\$ 45	0%	0%	0%
TOTAL	727	3,830,683	\$ 31,682	26%	18%	32%
				100%	100%	100%
GRAND TOTAL (ALL CUSTOMERS)						
RESIDENTIAL	2,449	9,397,761	\$ 52,393	86%	44%	53%
COMMERCIAL	344	7,309,471	\$ 31,793	12%	34%	32%
INDUSTRIAL	44	4,755,440	\$ 15,342	2%	22%	15%
TOTAL	2,837	21,462,672	\$ 99,528	100%	100%	100%

TOWN OF ROCKY MOUNT UTILITY BILLING														
PERCENT CONSUMPTION & PERCENT REVENUE PER CUSTOMER CLASS FISCAL YEAR 2012														
Month	In Town						Out of Town							
	Residential % Gal.	Commercial % Gal.	Industrial % Gal.	Total % Gal.	Residential % Rev.	Total % Rev.	Residential % Gal.	Commercial % Gal.	Industrial % Gal.	Total % Gal.	Residential % Rev.	Commercial % Rev.	Industrial % Rev.	Total % Rev.
Jul-11	34%	28%	18%	81%	13%	67%	13%	6%	0%	19%	24%	9%	0%	33%
Aug-11	35%	28%	20%	82%	14%	68%	12%	5%	0%	18%	23%	9%	0%	32%
Sep-11	32%	28%	22%	82%	15%	68%	12%	6%	0%	18%	22%	9%	0%	32%
Oct-11														
Nov-11														
Dec-11														
Jan-12														
Feb-12														
Mar-12														
Apr-12														
May-12														
Jun-12														
Average	34%	28%	20%	82%	14%	68%	12%	6%	0%	18%	23%	9%	0%	32%

***NOTE: The above chart shows the breakdown of in-town customer gallons and revenues vs. out-of-town. It also breaks those gallons & revenues into residential, commercial, and industrial customers for FY 2012 (year ended 6/30/12).



TOWN OF ROCKY MOUNT
WATER ACCOUNTABILITY
August-11

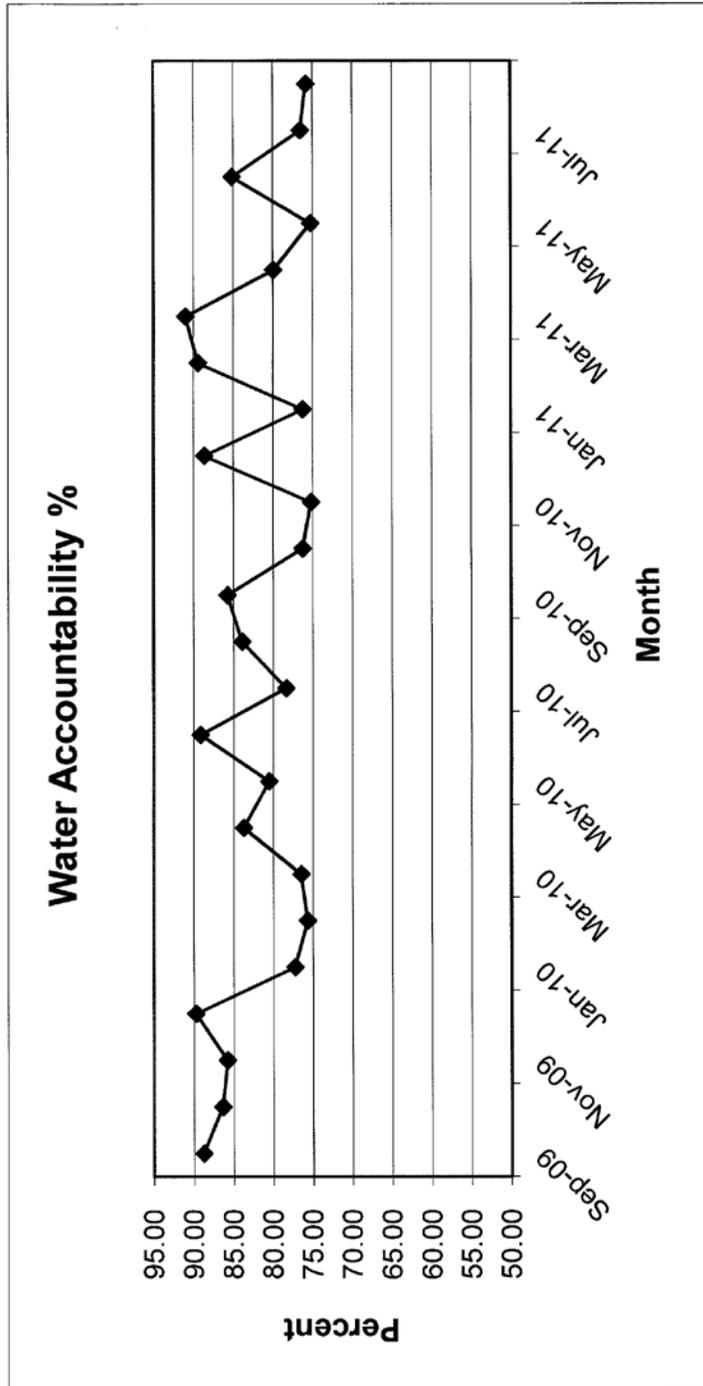
Water Plant Finished Water Pumped		<u>29,660,000</u>
Water Consumption Billed	21,462,672	
Meters Read and Not Billed	892,190	
Water Obtained from Water Plant (to bill)	14,800	
Water Obtained from Public Works Hydrant (to bill)	-	
Flusing Water Lines Reported to WTP or PW	123,000	
Flow Meter Checks at Hydrants	-	
Filling Water Tanks	-	
Grand Total of Water Metered / Consumed / Tracked		<u>22,492,662</u>
Percent Finished Water Accounted		75.84%

Meters Read and Not Billed		
001-0122-10-01	Mary Bethune Park	2,600
001-0188-00-01	Impound Lot	-
002-0317-20-01	Public Works Bldg	130
002-0317-30-01	Public Works Bldg-new bldg	7,000
004-1064-00-01	Veteran's Memorial Park	1,200
005-1300-00-01	Mary Elizabeth Park	3,100
005-1384-00-01	Farmer's Market	3,500
005-1457-00-01	Municipal Bldg.	3,000
006-1710-00-01	Welcome Center / Depot	160
009-2523-50-01	Emergency Services Bldg.	6,500
010-3099-00-01	20 Goodview St.	-
011-0050-90-01	Rt 122 Pump Station	-
041-0034-00-01	WasteWater Treatment Plant	297,000
	Water Plant Process	568,000

TOTAL Meters Not Billed		<u>892,190</u>
-------------------------	--	----------------

Water Line Repairs by Public Works during the month:
3/4" line at Hammock's Trailer Park
3/4" line on Herbert Street
3/4" line on North Main Street

TOWN OF ROCKY MOUNT WATER ACCOUNTABILITY FISCAL YEAR 2012						
Month	Finished	Total	Percent Accounted	Gallons Variance	Average Quarterly Accounted	Average Quarterly Variance
	Water Treated	Water Gallons Accounted				
Jul-11	29,970,000	22,938,756	76.54%	7,031,244		
Aug-11	29,660,000	22,492,662	75.84%	7,167,338		
Sep-11				-	76.19%	7,099,291
Oct-11				-		
Nov-11				-		
Dec-11				-	0.00%	-
Jan-12				-		
Feb-12				-		
Mar-12				-	0.00%	-
Apr-12				-		
May-12				-		
Jun-12				-	0.00%	-
AVG.	29,815,000	22,715,709	76.19%	7,099,291	38.09%	7,099,291
TOTAL	59,630,000	45,431,418				
	Avg. Percent Unaccounted =		23.81%			
	Percent Accounted =		76.19%			
	0 / 2 months > 80% accountability					



TOWN OF ROCKY MOUNT UTILITY PROFILE FISCAL YEAR 2012												
Month	Plant Hrs.	Raw Water Drawn	Monthly Avg. % of capacity	Finished water Treated	Monthly Avg. % of capacity	Total Water Gallons Accounted (A)(B)	Pct. Account ed	Connections	Wastewater Monthly Flow	Monthly Avg. % of Capacity	Total Sewer Gallons Billed	Pct. Account ed
Jul-10	337.90	30,790,000	49.66%	29,970,000	48.34%	22,938,756	76.54%	2,832	19,964,000	32.20%	15,260,620	76.44%
Aug-10	331.70	30,570,000	49.31%	29,660,000	47.84%	22,492,662	75.84%	2,837	17,949,000	28.95%	15,975,402	89.00%
Sep-10	309.00	27,300,000	45.50%	26,480,000	44.13%				20,610,000	34.35%		
Oct-10			0.00%		0.00%					0.00%		
Nov-10			0.00%		0.00%					0.00%		
Dec-10			0.00%		0.00%					0.00%		
Jan-11			0.00%		0.00%					0.00%		
Feb-11			0.00%		0.00%					0.00%		
Mar-11			0.00%		0.00%					0.00%		
Apr-11			0.00%		0.00%					0.00%		
May-11			0.00%		0.00%					0.00%		
Jun-11			0.00%		0.00%					0.00%		
AVG.	326.20	29,553,333	48.16%	28,703,333	46.77%	22,715,709	76.19%	2,835	19,507,667	31.83%	15,618,011	82.72%

NOTE (A): "Total Water Gallons Accounted" consists of gallons billed and gallons read but not billed plus bulk water sold at the Water Plant plus water used to flush lines or hydrants plus gallons used to fill water tanks.

NOTE (B): For any given month, "total water gallons accounted" are for "finished water treated" that month. For example, for the month of July, "water gallons accounted" would be water consumed during the month of July by customers and read by the meter readers during the first week of August. Those gallons, however, would not be billed to customers until the end of August during that month's billing cycle. However, those gallons consumed are displayed on the July line to match usage with water plant production ("finished water treated").

MONTHLY STAFF REPORT

DATE:	October 3, 2011
TO:	Rocky Mount Town Council
FROM:	Charles Robertson, Fire Chief
DEPARTMENT:	Rocky Mount Fire Department
MONTH:	August 2011

- The Rocky Mount Fire Department answered a total of 22 calls for the month of August 2011.
- A total of three calls were in the Town limits of Rocky Mount and 19 were in the County.
- There were a total of 124 man hours accumulated on these calls for the month.
- The Fire Department averaged ten members per call on all calls.
- There were a total of 825 miles traveled on Fire Department vehicles for the month.
- There were a total of 103.1 gallons of diesel fuel used, and a total of 83.3 gallons of gasoline used for the month.
- There were three motor vehicle fires; one oil spill; 13 motor vehicle accidents; three false alarms; one assist the rescue squad; and one general maintenance call.
- During the month, the Fire Department continued its program of testing of all fire hose. This gives the opportunity to examine them for flaws and structural integrity.
- There were 13 members that participated in extra training for a total of 39 man hours.

MONTHLY STAFF REPORT

DATE:	October 3, 2011
TO:	Rocky Mount Town Council
FROM:	Cecil R. Mason, Public Works Director
DEPARTMENT:	Public Works Department
MONTH:	September 2011

1. Swept streets September 15, 22, 26, 27, 30.
2. Read meters three days.
3. Changed water line on Diamond Avenue for VDOT project.
4. Replaced gasket in 2" meter.
5. Repaired 6" line on Law Street.
6. Repaired 1½" line on Pell Avenue.
7. Installed two each 5/8" meter at townhouses behind Member One.
8. Cleanup week: five days.
9. Poured base for sign at Main Street Amoco.
10. Installed benches.
11. One sewer connection on Peters Street.
12. Painting symbols in streets and parking stalls.
13. Sprayed grass on curbs and sidewalks.
14. Continuing painting sign posts.

MONTHLY STAFF REPORT

DATE:	October 3, 2011
TO:	Rocky Mount Town Council
FROM:	Tim Burton, Superintendent
DEPARTMENT:	Wastewater Treatment Plant
MONTH:	September 2011

Average Daily Flow	0.687 mgd
TSS Reduction	99 %
BOD Reduction	99 %
Leachate (F.C. Landfill)	108,000 gallons
VPDES Violations	None
Sludge (Land filled @ F.C.)	0.00 Tons
Rain Total 7.80 inches	Snow Total 0 inches

Request: None

Respectfully Submitted,

Timothy Burton

MONTHLY STAFF REPORT

DATE:	October 3, 2011
TO:	Rocky Mount Town Council
FROM:	Bob Deitrich, Superintendent
DEPARTMENT:	Water Department
MONTH:	September 2011

Operation and Production Summary:

The actual water production time (filtering of water) for the entire month averaged 10.3 hours per day, which yielded 883,000 gallons of water per day. On average, the plant was operated at an instantaneous rate of 2.06 million gallons per day or approximately 1,429 gallons per minute.

Total Raw Water Pumped:	27.30 million gallons
Total Drinking Water Produced:	26.48 million gallons
Average Daily Production:	883000 gallons per day
Ave Percent of Production Capacity:	44%
Flushing of Hydrants/Tanks:	12,600 gallons (including Furnace Creek pool)
Plant Process Water, Gallons Used:	495,000 gallons (finished water used by the plant)
Bulk Water Sold @ WTP:	300 gallons
Other Water Accounted For:	20,000 gallons (est) (leaking valve at pump station)

Operational Issues:

- All routine monthly bacteriological samples were negative (no bacteria detected).
- All other routine samples continue to be within limits.
- Hydrant testing is on hold while one of our operators is on Air Force Reserve duty.
- Triennial Lead and Coppers testing has been concluded. Our calculations indicate we remain in compliance but we are awaiting confirmation from the Virginia Department of Health that our results are satisfactory. 90% of samples collected must test below levels set by EPA for lead and copper.

Repairs/Maintenance:

- One of the pump/motor combinations at the upper Grassy Hill pump station has been removed for service. The existing pump and motor are sufficient to maintain normal water service.
- High water on September 6th caused a heavy flow of sand and gravel into the front half of the raw water pump building. The rotating screen that keeps debris from the pump chamber jammed. Staff was able to get the screen back in service without damage to the drive mechanism. A contractor was called to pump gravel from around the chain sprockets to prevent any further problems.
- Pressure reducing control valves at the upper pump station were found to be operating erratically. After a thorough check by a technician, we have ordered parts for a complete rebuild of each one.
- Hydraulic controls that operate valves for filter backwash are operating erratically due to age. We are working with a vendor to obtain parts for a rebuild of each.

Up Coming Activities:

- Settling basins will be drained and cleaned.
- Raw water pump well will be cleaned – additional mud and sand removal.
- Limited hydrant testing as staffing allows.
- Pump station valve service.

MONTHLY STAFF REPORT

DATE:	October 3, 2011
TO:	Rocky Mount Town Council
FROM:	Chief David R. Cundiff
DEPARTMENT:	Police
MONTH:	September 2011

*Nothing to report for the month of September. Please see attached.

ROCKY MOUNT POLICE DEPARTMENT
MONTHLY REPORT TO COUNCIL

ADM #1

DATE: **SEPTEMBER 2011**

JULY

AUGUST

SEPT.

	JULY	AUGUST	SEPT.
TRAFFIC ARRESTS	31	62	45
TRAFFIC WARNING	60	57	70
CRIMINAL ARRESTS	71	45	40
LEGAL DOCUMENTS; TRESPASS NOTICES	0	0	0
JUVENILE REFERRALS P-UPS, ETC.	1	6	1
ALARM RESPONSES	50	41	30
ACCIDENTS INVESTIGATED	22	23	32
INCIDENTS ADDRESSED	1117	1284	1494
INCIDENTS, OFFENSES REPORTABLE	46	24	22
BUSINESSES, RESIDENCES CHECKED	206	298	518
DOORS, WINDOWS, ETC. UNSECURED	4	2	2
MOTORIST AIDES	77	90	91
BREAKING & ENTERING REPORTS	2	3	3
BREAKING & ENTERING WARRANTS	0	0	0
FELONY WARRANTS	6	3	11
GRAND LARCENY WARRANTS	0	0	2
MISDEAMEANOR WARRANTS	47	34	21
DUI	4	5	7

TRAFFIC ENFORCEMENT:

- ◇ Moving and stationary radar: throughout the Town, Bernard Road, Greenview Drive, North & South Main Street, Grassy Hill Road, Tanyard Road, Pell Avenue, State Street, Old Franklin Turnpike, Scuffling Hill Road, Glenwood Drive, Green Meadow Lane and Windy Lane.
- ◇ There were 9 reportable accidents with 9 of the accidents on our public streets.

COMMUNITY OUTREACH:

- ◇ Residential Foot Patrols: (93) Anderson Street, Ann Sink Street, Bernard Road, Bland Street, Candlewood Apartments, Circle Drive, Cornell Road, Diamond Avenue, Donald Avenue, East Church Street, Glenn Meadow Drive, Green Meadow Lane, Herbert Street, Lakeview Drive, Law Street, Leonor Street, Long Branch Drive, Lynch Drive, Mamie Avenue, Norris Street, North Main Street, Oak Street, Old Franklin Turnpike, Old Furnace Road, Orchard Avenue, Parkers Drive, Patterson Avenue, Pell Avenue, Pendleton Street, Perdue Lane, School Board Road, South Main Street, State Street Apartments, Sycamore Street, West College Street, Wilson Street, Windy Lane, Woodlawn Drive and Wray's Chapel Road.

- ◇ Business Foot Patrols: (135) Arrington Sports Award, Benjamin Franklin Middle School, Bojangles, Burger King, China City, Comfort Inn, CVS, Domino's, Eagle Cinema, Farmer's Market, Franklin County High School, Food Lion, Franklin Dental Associates, Franklin Health Care, Franklin Memorial Hospital, Franklin Outdoors, Franklin Street, Frank's Pizza, Hub Restaurant, Ippy's, Kroger, Lee M. Waid School, Little Caesar's, Lowe's, Lynch Park, McDonald's, Ntelos, Old Franklin Turnpike, Roses, Schewel's, Sheetz, Step Inc., Sunoco, Trinity Missions, Wal-Mart and YMCA.

MISCELLANEOUS:

- ◇ September 6th, 2011 – SWAT Training
- ◇ September 7th, 2011 – Interview with WDBJ7
- ◇ September 7th, 2011 – Interview with B99.9
- ◇ September 9th, 2011 – Provided security for FCHS Football Game
- ◇ September 10th, 2011 – JAKE'S Event
- ◇ September 12th – September 16th, 2011 – Bike School "Cardinal Academy"
- ◇ September 18th, 2011- SWAT Call Out
- ◇ September 23rd, 2011 – Provided security for FCHS Football Game
- ◇ September 26th, 2011 – Open Door "Franklin Outdoors"
- ◇ September 27th, 2011 – Open Window "Franklin Heights Baptist Church"

INVESTIGATIONS:

- ◇ New Criminal Investigations: 15
- ◇ New Drug Investigations: 6
- ◇ Cases Cleared: 6
- ◇ Misdemeanor charges: 3
- ◇ Felony Charges: 36

TRAFFIC CONTROL UPDATES:

- ◇ No new updates for this month.

CRIMINAL ARRESTS & LOCATIONS:

Possession of Marijuana	Old Franklin Turnpike
Driving Under the Influence	Old Franklin Turnpike (x 3)
Driving Under the Influence	Virgil H. Goode Highway
Driving Under the Influence	School Board Road
Driving Under the Influence	Tanyard Road
Driving Under the Influence – 4 th Offense	North Main Street
Drunk In Public	North Main Street (x 2)
Drunk In Public	Old Franklin Turnpike (x 2)
Drunk In Public	Musefield Road
Drunk In Public	Sycamore Street
Drunk In Public	Floyd Avenue
Drunk In Public	Hatcher Street
Destruction of Property	Old Franklin Turnpike (x 2)
Felony Child Endangerment	Old Franklin Turnpike
Robbery	Old Franklin Turnpike
Accessory to Robbery	Old Franklin Turnpike
Simple Assault	Old Franklin Turnpike
Simple Assault	Oak Street
Larceny	Old Franklin Turnpike (x 3)
Shoplifting	Old Franklin Turnpike (x 2)
Felony Shoplifting	Old Franklin Turnpike (x 4)
Eluding Police	Old Franklin Turnpike

SPEEDING TICKETS ISSUED

Donald Avenue (x 3)

North Main Street (x 3)

Franklin Street (x 2)

Hatcher Street (x 2)

Tanyard Road (x 2)

Pell Avenue

Bernard Road

State Street

Old Franklin Turnpike

South Main Street

ITEM(S) TO BE CONSIDERED UNDER:

- Consent Item
 Old Business
 New Business
 Committee Report
 Other

FOR COUNCIL MEETING DATED:	October 10, 2011
----------------------------	------------------

STAFF MAKING REQUEST:	C. James Ervin Town Manager
BRIEF SUMMARY OF REQUEST:	<p>Whitney Harmon, Executive Director of Community Partnership for Revitalization (CPR), is requesting the use of certain roadways the morning of October 29, 2011 between 8:30 a.m. and 10:00 a.m. in order for them to host the 2011 Chug for the Jug 5k race scheduled that day. This is one of CPR's annual events.</p> <p>Attached is a letter from Mrs. Harmon detailing which route the race will follow.</p> <p>The Town Clerk forwarded a copy of the attached letter to the Chief of Police so they will know when the race will be held, along with the proposed route.</p>
ACTION NEEDED:	Approval/denial of request.

Attachment(s): Yes

<p>FOLLOW-UP ACTION: (To be completed by Town Clerk)</p>

COMMUNITY PARTNERSHIP FOR REVITALIZATION

149 Franklin St.
P.O. Box 184
Rocky Mount, Virginia 24151

Phone: 540-489-3825
Fax: 540-489-3825
E-mail: director@historicrockymount.com

Mayor Steven Angle
Town of Rocky Mount
345 Donald Avenue
Rocky Mount, Virginia 24151

Mayor Angle,

At the conclusion of our successful 2011 Chug for the Jug 5 k race in April, The Community Partnership was approached by several members of the community asking us to host 5 k/ 10 k race this fall. Today I am requesting the use of the roadways on the morning of October 29th, 2011 to meet the community request. We would like to utilize a similar course used in the 2003 Down Town Dash Which would bring participants uptown and allow us to celebrate the progress of the Uptown Revitalization Project. The race would begin at 8:30am and conclude at the latest at 10am. We recognize the need to minimize traffic disruption and welcome any suggestions and your expertise.

The proposed Route would be as follows:

Begin at Lynch Park

Proceed up South Main to the Uptown Central Business District utilizing one northbound lane only.

Turn Left on to North Main

Turn Left on to High Street

Turn Left on to Noel

Turn Left on to Claiborne

Turn Right on to North Main (The 10K Course would need to proceed down Tanyard to Donald)

Proceed up Maple

Turn Right on to East Court Street

Cross over South Main, proceed to West Court Street

Turn Left on to Floyd Ave

Turn Right on to south Main Street and conclude race at Lynch Park.

Thank you for your consideration.



Whitney Harmon

Executive Director, Community Partnership.



ITEM(S) TO BE CONSIDERED UNDER:

- Consent Item**
 Old Business
 New Business
 Committee Report
 Other

FOR COUNCIL MEETING DATED:	October 10, 2011
----------------------------	------------------

STAFF MAKING REQUEST:	C. James Ervin, Town Manager
BRIEF SUMMARY OF REQUEST:	<p>AT&T leases space on our Scuffling Hill water tank. A copy of the lease is enclosed. In April of this year, they notified the Town that they wished to renegotiate their lease as a part of a company-wide effort to become more competitive. Staff has reviewed their requested changes and has negotiated a set of changes over the past several months that he believes benefit the Town.</p> <p>They have asked for a slight rent reduction (\$100 a month) and the right to expand their services in exchange for a longer guarantee of renting on their end.</p> <p>Given the consolidation in the cellular market, the guarantee of rent for years to come exceeds the small concession. The Town is also eager to open the way to expanded services from AT&T (or any cellular provider for that matter) in Rocky Mount (data specifically), and seeks to encourage AT&T to upgrade their facilities. The Town will receive \$1,800 a month for the space on its water tank and it will be guaranteed for 36 months.</p> <p>The proposed amendments to the lease are attached for Council's review.</p>
ACTION NEEDED:	Approval/denial to authorize the Town Manager to execute the proposed lease amendments.

Attachment(s): Yes

FOLLOW-UP ACTION: (To be completed by Town Clerk)



AT&T Mobility
6100 Atlantic Blvd
Norcross, GA 30071

 FILE COPY

Via Certified Mail, Return Receipt Requested
Tracking Number 7007 2560 0001 3127 9927

June 9, 2008

Town of Rocky Mount
345 Donald Avenue
Rocky Mount VA 24151

Subject: Structure Lease Agreement for Site RO491
Your Reference: 1966 Scuffling Hill Road

Dear Lessor:

The Structure Lease Agreement between New Cingular Wireless PCS, LLC and Town of Rocky Mount has been fully executed. One fully executed copy is attached for your files. Future correspondence will be sent to the above address unless you notify me otherwise.

If you have any questions or concerns, please contact this department on our toll free number, 1 (877) 231-5447.

Sincerely,



Leonard Schreiber
Post QA Manager

cc: AT & T Project Manager – Virginia/West Virginia, FA 10114623

LS/vl

NOTE: ORIGINAL IN VAULT FILE

Market: Virginia / West Virginia
RO 491 Dillard

Market: VA-WV
Cell Site Number: RO491
Cell Site Name: Dillard
Fixed Asset Number: 10114623

STRUCTURE LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by the Town of Rocky Mount, Virginia, a political subdivision of the Commonwealth of Virginia, having a mailing address of 345 Donald Avenue, Rocky Mount, VA 24151 (hereinafter referred to as "the Town") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, GA 30071 (hereinafter referred to as "Tenant").

BACKGROUND

The Town owns or controls that certain plot, parcel or tract of land, improved with a water tower structure, together with all rights and privileges arising in connection therewith, located on Scuffling Hill Road, in Franklin County, Virginia, identified as Tax Map Number 063.00-144.00 according to the current Land Books of Franklin County (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. The Town desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** The Town hereby leases to Tenant:

(i) approximately Five Hundred (500) square feet of ground space for the placement of Tenant's radio cabinets plus the airspace above such those spaces; and

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the "Equipment Space"); and

(iii) that certain space on the water tower, as generally depicted on Exhibit "1" annexed hereto and made a part hereof, where Tenant shall have the right to install its antennas (collectively, the "Antenna Space"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as "Connections"). The Town agrees that Tenant shall have the right to install Connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. These connections will be at the Tenant's expense. The Town further agrees that Tenant shall have the non-exclusive right for ingress and egress (the "Access") to the Premises (as hereinafter defined), seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over such portion of the Premises as may be designated by the The Town extending from the nearest public right-of-way to the Premises, together with the right to install, replace and maintain utility wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all wires, conduits and cables on existing poles extending from the roadway into The Town's Property. The Equipment Space, Antenna Space, Connections, Access, and Right-of-Way are hereinafter collectively referred to as the "Premises."

2. **PERMITTED USE.** Tenant may use the Premises for the legally authorized transmission and reception of radio and wireless cellular telephone communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables,

Market: Virginia / West Virginia RO 491 Dillard

Market: Virginia / West Virginia
RO 491 Dillard

accessories and improvements, which may include a suitable support structure, associated antennas installed on the water tank at a location approved by the Town, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or The Town (collectively, the "Permitted Use"). The Town and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, The Town's execution of this Agreement will signify The Town's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, The Town grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of The Town's contiguous, adjoining or surrounding property as described on Exhibit "1" hereto (the "Surrounding Property"), as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Such actions will not limit the Town's access to the Premises nor will it limit the ability of emergency service personnel from responding to an emergency at the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, The Town agrees to lease to Tenant the Additional Premises, if available, upon the same terms and conditions set forth herein, except that the Rent will increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. The Town agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years ("Initial Term"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) annual anniversary of the Effective Date.

(b) This Agreement will automatically renew for two (2) additional five (5) year term(s) upon the same terms and conditions, after which the agreement will automatically renew for two (2) additional five (5) year terms (with each five (5) year term being defined as the "Extension Term") unless either party notifies the other in writing of their intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the second (2nd) extended term, either The Town or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the second (2nd) extended term, then upon the expiration of the second (2nd) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the second (2nd) extended term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

Market: Virginia / West Virginia RO 491 Dillard

Market: Virginia / West Virginia
RO 491 Dillard

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("Term").

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay the Town a monthly rental payment of One Thousand Eight Hundred Fourteen and 12/100 Dollars (\$1,814.12) ("Rent"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to the Town within thirty (30) days after the Rent Commencement Date. Any installment of rent not paid within fifteen (15) days of the due date will be assessed a late charge of ten percent (10%) of the amount due.

(b) Beginning in year two of the initial term and each year thereafter, the Rent payment will be calculated by a formula as follows:

$$\text{New Rent} = (\text{prior Rent}) \times (\text{CPI percentage increase}) + (\text{prior Rent})$$

"Consumer Price Index" will mean the Local Metropolitan Area Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for Urban Wage Earners and Clerical Workers. In the event the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of New Rent will be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish same, then with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by Prentice Hall, Inc., or any other nationally recognized publisher of similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as the Town and Tenant may agree upon will be substituted for the Consumer Price Index. If they are unable to agree, then such matter will be submitted to arbitration. Notwithstanding anything herein, in no event will the increase in Rent be greater than three percent (3%) of the Rent for the period immediately preceding the increase in Rent.

(c) All Rent or other charges payable under this Agreement will be billed by the Town within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period will not be billed by the Town, and will not be payable by Tenant. The provisions of the foregoing sentence will survive the termination or expiration of this Agreement. Tenant agrees to submit monthly rent payments automatically, without request by the Town.

5. APPROVALS.

(a) The Town agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). The Town authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant will have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to The Town.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property,

Market: Virginia / West Virginia RO 491 Dillard

Market: Virginia / West Virginia
RO 491 Dillard

necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:
- (a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;
 - (b) by Tenant upon written notice to The Town, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;
 - (c) by Tenant upon written notice to The Town for any reason, at any time prior to commencement of construction by Tenant; or
 - (d) After the initial term, by Tenant upon sixty (60) days prior written notice to The Town for any reason or no reason, so long as Tenant pays The Town a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b), 6(a) 6(b), 6(c), 8, 11(d), 18, 19 or 23(j) of this Agreement.

7. **INSURANCE.** Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of Five Million Dollars \$5,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to The Town as an additional insured, but only with respect to The Town's liability arising out of its interest in the Property.

8. **INTERFERENCE.**
- (a) Where there are existing radio frequency user(s) on the Property, the The Town will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by The Town, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.
 - (b) The Town will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. The Town will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property. The determination of "adversely affect or interfere" will be made by a mutually agreeable third party entity experienced in interference detection and may be subject to arbitration if a mutually agreeable definition of "adversely affect or interfere" can not be arrived at or that a mutually agreeable third party entity can not be selected.
 - (c) The Town will not use, nor will The Town permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. The Town will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for The Town's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to The Town.
 - (d) The parties acknowledge that this Agreement will not limit the Town from using the Property as they see fit, including the addition of additional structures, or leasing another portion of the Property which does not materially affect the Tenant's Permitted Uses of the Premises.

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9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold The Town harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of The Town, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and The Town each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

10. WARRANTIES.

(a) Tenant and The Town each acknowledge and represent that it is duly organized, validly existing and in good standing as a Virginia Municipal Corporation and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) The Town represents and warrants that: (i) The Town solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then The Town grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) The Town's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the The Town; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, The Town will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) The Town represents and warrants that, to its knowledge as of the Effective Date of this agreement, the Property is free of hazardous substances, and, to the best of The Town's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. The Town and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) In the event either party becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in either party's sole determination, renders the condition of the Premises or Property unsuitable for either party's use, or if either party believes that the leasing or continued leasing of the Premises would expose them to undue risks of government action, intervention or third-party liability, either party will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to the other party.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. The Town grants to Tenant an easement, during the Term of the Agreement, for such access and The Town agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, The Town will execute a separate recordable easement during the Term of the Agreement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Town agrees to grant additional access or an easement either to Tenant or to the public

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utility, for the benefit of Tenant, at no cost to Tenant so long as such easements are limited to the Term of the Agreement.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. The Town covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the The Town that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities. Prior to construction, Tenant agrees to provide a performance bond in the amount of Fifteen Thousand Dollars (\$15,000). In the event of any breach of performance by Tenant under this paragraph, The Town shall have the right to use and apply said performance bond as needed to insure compliance.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. The Town will maintain and repair the Property and access thereto, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. The Town will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. The Town will not be responsible for interference with, interruption of or failure, beyond the reasonable control of The Town, of such services to be furnished or supplied by The Town. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right to terminate this Agreement upon notice to The Town.

(c) The Town reserves the right to perform maintenance on the water tank, both structural and cosmetic (paint), at whatever intervals may be required to assure the integrity and longevity of the water tank, provided the Town makes best efforts to provide Tenant with sufficient notification of the intended work and the opportunity, at Tenant's cost and expense, to temporarily relocate and continue to operate its antennas, or otherwise to secure the antennas or the Communication Facility generally, to protect them from damage and allow Tenant to continue to operate. Tenant will be permitted to install any type of temporary facility necessary to keep its Communication Facility operational. Further, any maintenance will be conducted by the Town as diligently and expeditiously as possible.

(d) Tenant will promptly repair any damage to the water tank or any other property of the Town that has been caused by Tenant's installation, construction or maintenance of the Communication Facilities. If Tenant fails to promptly repair any such damage, the Town may complete the needed repairs, after providing Tenant with written notice listing the needed repairs twenty-four (24) hours in advance, at Tenant's expense, except in cases of any emergency in which case no notice to Tenant is required. Tenant will reimburse the cost to the Town within thirty (30) days of notice of the cost.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from The Town of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within

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forty-five (45) days after receipt of written notice from The Town specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, The Town will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by The Town and a breach of this Agreement. (i) failure to provide access to the Premises or to cure an interference problem created by Town owned and operated equipment other than equipment which was in place at the Effective Date of this Agreement and is operating in the same manner that it did as of the Effective Date of this Agreement, within twenty-four (24) hours after receipt of written notice of such default; or (ii) The Town's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if The Town has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of The Town. If The Town remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure The Town's default and to deduct the costs of such cure from any monies due to The Town from Tenant.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without The Town's consent. Upon notification to The Town of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

17. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: RO 491; Cell Site Name: Dillard (State VA)
 Fixed Asset No: 10114623
 6100 Atlantic Boulevard
 Norcross, Georgia 30071

With a copy to: New Cingular Wireless PCS, LLC
 Attn.: Legal Department
 Re: Cell Site #: RO 491; Cell Site Name: Dillard (State VA)
 Fixed Asset No: 10114623

 5 Wood Hollow Road
 Parsippany, NJ 07054

If to The Town: Attn: Town Manager
 345 Donald Avenue
 Rocky Mount, VA 24151

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

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In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, The Town will send the following documents to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current the Town.

- a. Old deed to Property
- b. New deed to Property
- c. Bill of Sale or Transfer
- d. Copy of current Tax Bill
- e. New W-9
- f. New Payment Direction Form
- g. Full contact information for new The Town including all phone numbers

18. CONDEMNATION. In the event The Town receives notification of any condemnation proceedings affecting the Property, The Town will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish The Town's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. The Town will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the The Town, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if The Town or Tenant undertake to rebuild the Communications Facility, The Town agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

20. WAIVER OF THE TOWN'S LIENS. The Town waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and The Town consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without The Town's consent.

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21. **TAXES.** The Town shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of The Town. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. The Town shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after receipt by The Town. If The Town fails to provide such notice within such time frame, The Town shall be responsible for all increases in taxes for the year covered by the assessment. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of The Town, Tenant, or both, with respect to the valuation of the Premises. The Town shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. **SALE OF PROPERTY/RIGHT OF FIRST REFUSAL.**

(a) If The Town, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, The Town shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. The Town agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of The Town or The Town's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, The Town shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. The Town shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new the Town shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new the Town. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of The Town under Paragraph 8 above.

(b) If at any time after the Effective Date, The Town receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("Purchase Offer"), The Town shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchaser Offer is valid, genuine and true in all respects. Tenant shall have the right within thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract substantially similar to the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to The Town within the thirty (30) day period, The Town may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Paragraph 22), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, The Town shall re-offer to Tenant, pursuant to the procedure set forth in this Subparagraph 22(b), the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, The Town and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

23. **MISCELLANEOUS.**

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- (a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the The Town and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.
- (b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.
- (c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- (d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.
- (e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.
- (f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods and (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.
- (g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.
- (h) **W-9.** The Town agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.
- (i) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by The Town and Tenant.
- (j) **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.
- (k) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"THE TOWN"

The Town of Rocky Mount, a political subdivision
of the Commonwealth of Virginia

By: C. James Ervin
Print Name: C. JAMES ERVIN
Its: TOWN MANAGER
Date: 2008. MAY. 15

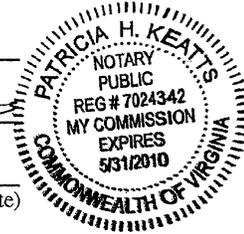
THE TOWN ACKNOWLEDGMENT

STATE OF VIRGINIA)
CITY (COUNTY OF FRANKLIN)) SS:

The foregoing instrument was acknowledged before me this 15th DAY OF MAY, 2008, by
C. JAMES ERVIN (name of person acknowledged).



Patricia H. Keatts
(Signature of Person Taking Acknowledgement)
Notary Public PATRICIA H. KEATTS
(Title or Rank) (Printed Name)
7024342 MAY 31, 2010
(Registration Number) (Commission Expiration Date)



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EXHIBIT 1

DESCRIPTION OF PREMISES

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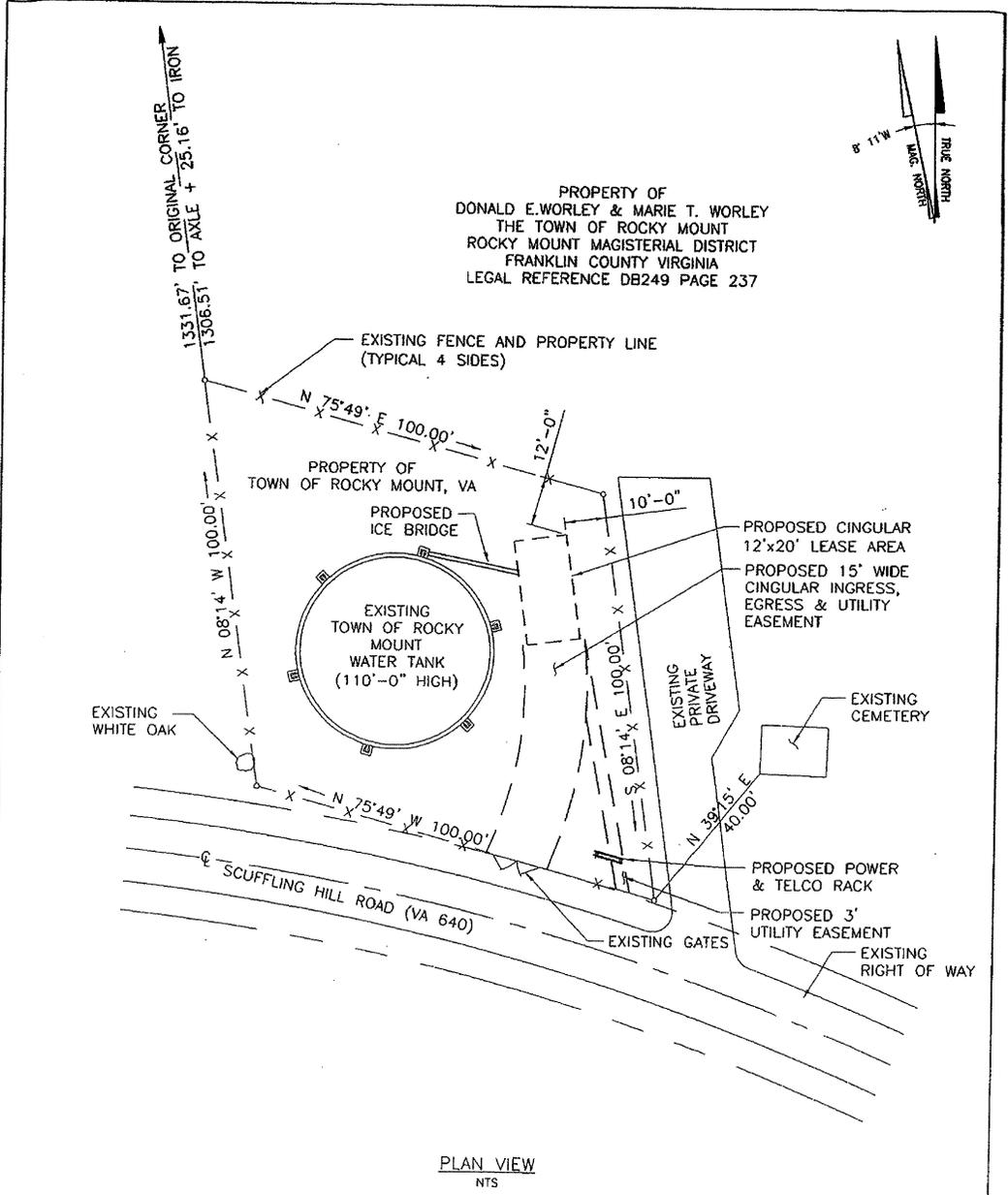
to the Agreement dated 5-21, 2008, by and between Town of Rocky Mount, as The Town,
and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

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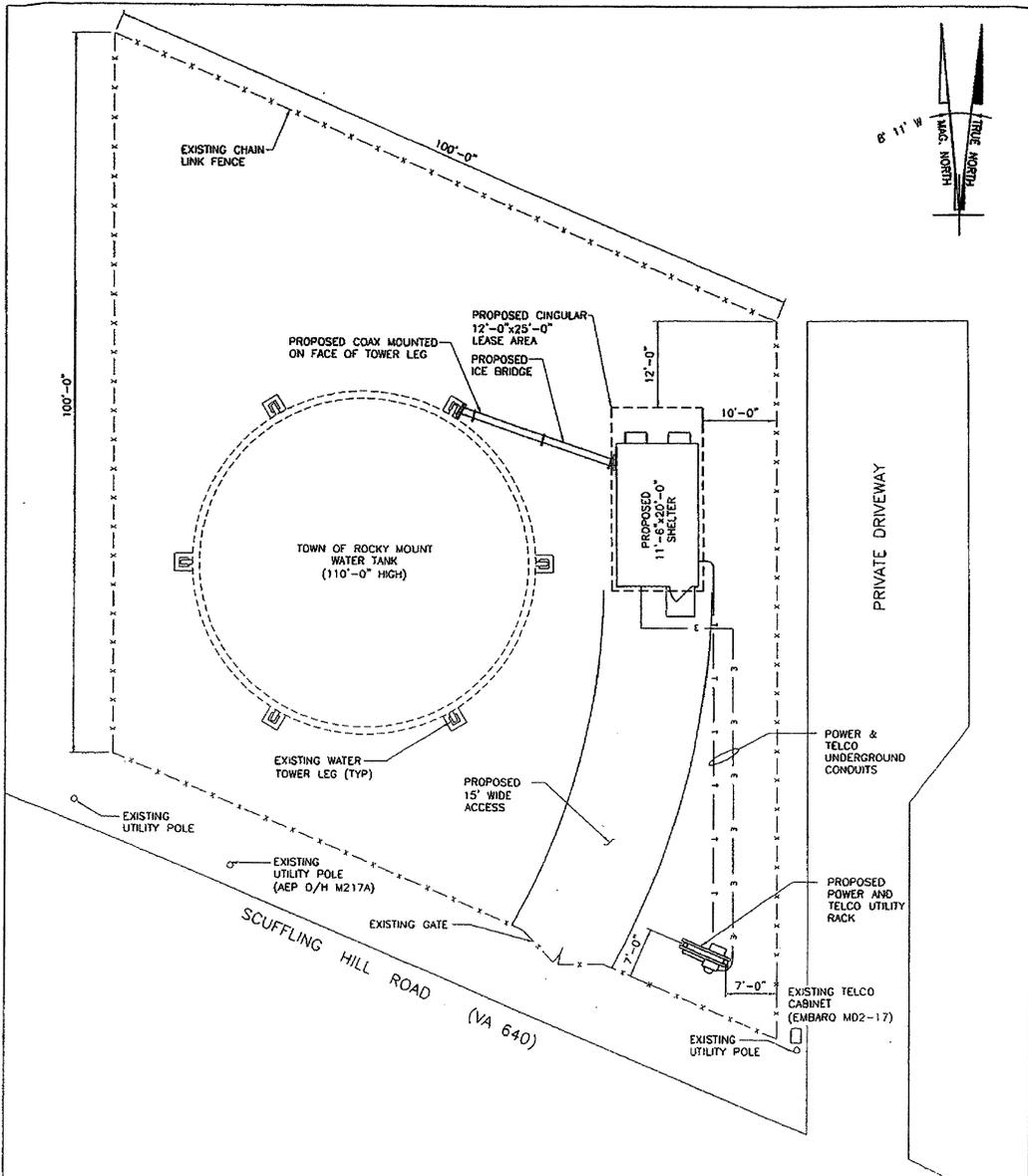



BECHTEL COMMUNICATIONS INC.
 5275 WESTVIEW DRIVE
 FREDERICK, MD 21703
 PHONE: (301)-228-6000
 FAX: (301)-228-8086



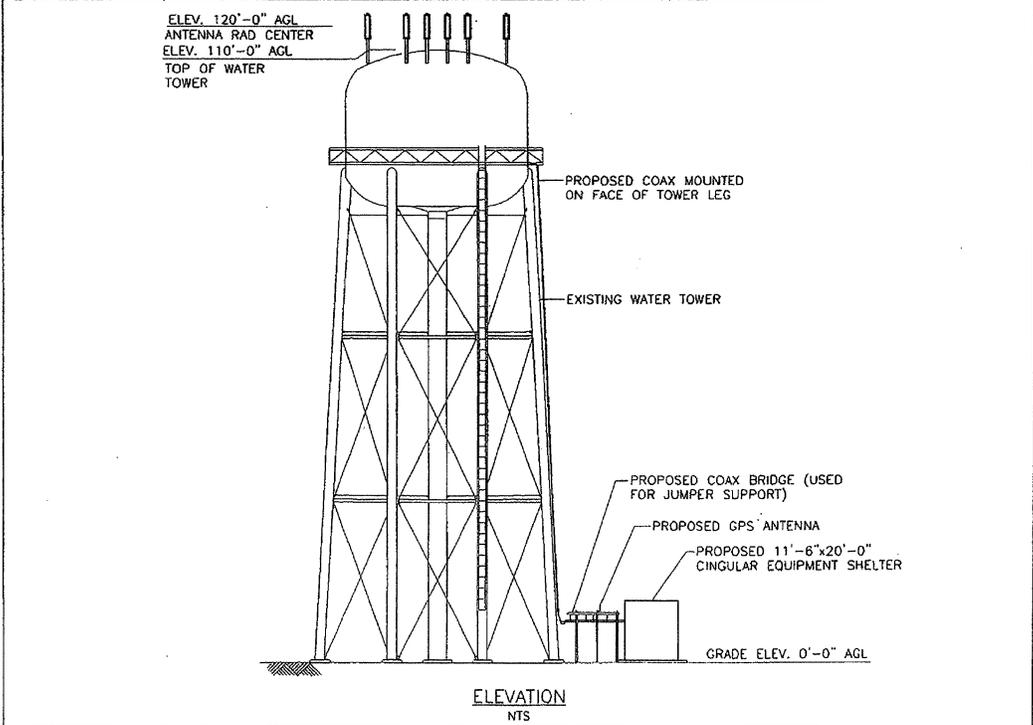
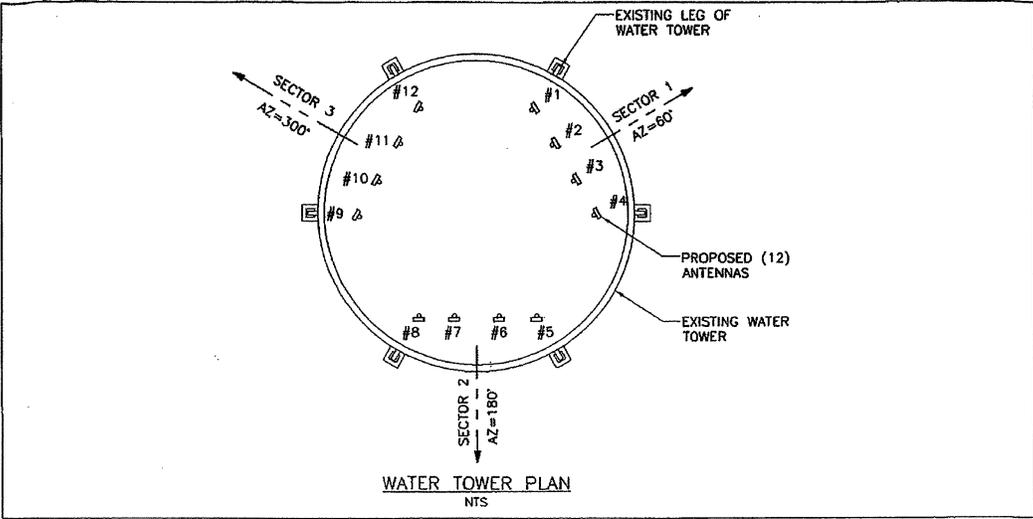
DRAWING TITLE: SITE PLAN
PROJECT INFORMATION:
DILLARD
 1966 SCUFFLING HILL ROAD
 ROCKY MOUNT, VA 24151
 TOWN OF ROCKY MOUNT
 FRANKLIN COUNTY, VIRGINIA
PROPERTY OWNER:
 TOWN OF ROCKY MOUNT, VA
 P.O. BOX 239
 ROCKY MOUNT, VA 24151

DRAWING NO.	
RO491-C-LE1	
REVISION NO. 0	DRAWN BY: SVR
DATE ISSUED: 3/15/07	CHECKED BY: RPK
SCALE: N/A	APPROVED BY: RPK
SHEET NO. 1 OF 3	
BECHTEL PROJECT NO: 24782	



PLAN VIEW
NTS

 <p>BECHTEL COMMUNICATIONS INC. 5275 WESTVIEW DRIVE FREDERICK, MD 21703 PHONE: (301)-228-8000 FAX: (301)-228-8086</p>		<p>DRAWING TITLE: COMPOUND PLAN PROJECT INFORMATION: DILLARD 1966 SCUFFLING HILL ROAD ROCKY MOUNT, VA 24151 TOWN OF ROCKY MOUNT FRANKLIN COUNTY, VIRGINIA PROPERTY OWNER: TOWN OF ROCKY MOUNT, VA P.O. BOX 239 ROCKY MOUNT, VA 24151</p>	<p>DRAWING NO. RO491-C-LE2</p> <table border="1"> <tr> <td>REVISION NO. 0</td> <td>DRAWN BY: SVR</td> </tr> <tr> <td>DATE ISSUED: 3/13/07</td> <td>CHECKED BY: RPK</td> </tr> <tr> <td>SCALE: N/A</td> <td>APPROVED BY: RPK</td> </tr> <tr> <td colspan="2">SHEET NO. 2 OF 3</td> </tr> <tr> <td colspan="2">BECHTEL PROJECT NO: 24782</td> </tr> </table>	REVISION NO. 0	DRAWN BY: SVR	DATE ISSUED: 3/13/07	CHECKED BY: RPK	SCALE: N/A	APPROVED BY: RPK	SHEET NO. 2 OF 3		BECHTEL PROJECT NO: 24782	
REVISION NO. 0	DRAWN BY: SVR												
DATE ISSUED: 3/13/07	CHECKED BY: RPK												
SCALE: N/A	APPROVED BY: RPK												
SHEET NO. 2 OF 3													
BECHTEL PROJECT NO: 24782													



 BECHTEL COMMUNICATIONS INC. 5275 WESTVIEW DRIVE FREDERICK, MD 21703 PHONE: (301)-228-6000 FAX: (301)-228-8086	 cingular WIRELESS	DRAWING TITLE: ELEVATION PROJECT INFORMATION: DILLARD 1966 SCUFFLING HILL ROAD ROCKY MOUNT, VA 24151 TOWN OF ROCKY MOUNT FRANKLIN COUNTY, VIRGINIA	DRAWING NO. RO491-C-LE2						
		PROPERTY OWNER: TOWN OF ROCKY MOUNT, VA P.O. BOX 239 ROCKY MOUNT, VA 24151	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>REVISION NO. 0</td> <td>DRAWN BY: SVR</td> </tr> <tr> <td>DATE ISSUED: 3/15/07</td> <td>CHECKED BY: RFX</td> </tr> <tr> <td>SCALE: N/A</td> <td>APPROVED BY: RFX</td> </tr> <tr> <td colspan="2" style="text-align: center;">SHEET NO. 3 OF 3</td> </tr> </table>	REVISION NO. 0	DRAWN BY: SVR	DATE ISSUED: 3/15/07	CHECKED BY: RFX	SCALE: N/A	APPROVED BY: RFX
REVISION NO. 0	DRAWN BY: SVR								
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SHEET NO. 3 OF 3									

Cell Site No.: 113529
Cell Site Name: RO491
Fixed Asset No.: 10114623
Market: VA / WV
Address: 1654 Scuffling Hill Road

FIRST AMENDMENT TO STRUCTURE LEASE AGREEMENT

THIS FIRST AMENDMENT TO STRUCTURE LEASE AGREEMENT ("First Amendment") dated as of the later date below is by and between the Town of Rocky Mount, Virginia, a political subdivision of the Commonwealth of Virginia, having a mailing address at 345 Donald Avenue, Rocky Mount, VA 24151 (hereinafter referred to as "Town") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "Tenant").

WHEREAS, Town and Tenant (or their predecessors in interest) entered into a Structure Lease Agreement dated May 27, 2008 (hereinafter, the "Agreement"), whereby Town leased to Tenant certain Premises, therein described, that are a portion of the Property located at 1654 Scuffling Hill Road, Rocky Mount, VA 24151; and

WHEREAS, Town and Tenant desire to extend the term of the Agreement; and

WHEREAS, Town and Tenant desire to modify, as set forth herein, the Rent (as defined below) payable under the Agreement; and

WHEREAS, Town and Tenant desire to modify, as set forth herein, the Tenant's obligations to pay Rent to Town for a Rent Guarantee Period (as defined below); and

WHEREAS, Town and Tenant desire to amend the Agreement to clarify the scope of Tenant's permitted use of the Premises; and

WHEREAS, Town and Tenant, in their mutual interest, further wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town and Tenant agree as follows:

1. **Term.** The term of the Agreement shall be amended to provide that the Agreement has a new initial term of sixty (60) months ("New Initial Term"), commencing on December 1, 2011. The Agreement will be automatically renewed for up to five (5) additional sixty (60) month terms (each an "Extension Term") without further action by Tenant. Hereafter, the defined term "Term" shall include the New Initial Term and any applicable Extension Term.

2. **Modification of Rent.** Commencing on December 1, 2011, the rent payable under the Agreement shall be One Thousand Eight Hundred and No/100 Dollars (\$1,800.00) per month (the "Rent"), and shall continue during the Term, subject to adjustment, if any, as provided below.

3. **Modification of Tenant's Obligation to Pay – Rent Guarantee.** Notwithstanding Tenant's obligations to pay Rent set forth under the Agreement, for a thirty-six (36) month period commencing December 1, 2011, and ending November 30, 2014 ("Rent Guarantee Period"), Tenant's obligation to pay Rent

Amendment – Rent Reduction

Cell Site No.: 113529
Cell Site Name: RO491
Fixed Asset No.: 10114623
Market: VA / WV
Address: 1654 Scuffling Hill Road

is guaranteed and such obligation will not be subject to offset or cancellation by Tenant. Notwithstanding the foregoing, if Town exercises any of Town's rights to terminate the Agreement, if any, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date of the termination. In addition, Tenant shall be released from any and all of its obligations to pay Rent during the Rent Guarantee Period if any of the following shall occur: (a) Town is in breach of the Agreement, including but not limited to any default under the terms of the Agreement beyond any applicable grace and cure period; (b) there is a foreclosure of the Property; (c) the Town shall require Tenant to relocate Tenant's equipment and facilities to a location that is not acceptable to Tenant in its reasonable business judgment if allowed for in the Agreement, (d) any existing government permits and/or approvals cannot be obtained or maintained, at no fault of the Tenant or (e) Tenant terminates the Agreement pursuant to the terms of the Expansion of Permitted Use section as modified below. If the Agreement is further modified in the future with an obligation for Tenant to pay additional Rent, the payment of Rent guarantee established in this paragraph will not be diminished or limited, but such Rent guarantee will not extend to that future additional Rent obligation.

4. Future Rent Increase / Extension Term Increase. The Agreement is amended to provide that commencing on December 1, 2016, Rent shall increase by five percent (5%) and at the beginning of each Extension Term, as applicable.

5. Expansion of Permitted Use. Notwithstanding anything in the Agreement to the contrary, and in addition to Tenant's existing rights under the Agreement, Tenant, its personnel, invitees, contractors, agents, subtenants and assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including the number and type(s) of antennas, or refurbish all or any portion of the Communications Facility, or relocate the same within the Premises at any time during the term of the Agreement, in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. Town shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Town does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate the Agreement and shall have no further liability to Town. If Town does not comply with the terms of this section, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Town's default and to deduct the costs of such cure from any monies due to Town from Tenant.

6. Removal/Restoration. In addition to the terms set forth in the Agreement, Town agrees that the Communications Facility and any related equipment brought to the Premises by Tenant, its agents, contractors, predecessors-in-interest or subtenants, shall be and remain Tenant's personal property or the personal property of its subtenant(s), as the case may be. Town waives any and all rights it may have, including any rights it may have in its capacity as Town under the Agreement to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Communications Facility or any portion thereof. Tenant, in its sole discretion, may remove the Communications Facility or any portion of the Communications Facility at any time during the Term of the Agreement, without notice to Town and without Town's consent. Notwithstanding any terms in the Agreement to the contrary, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities. Tenant, may, in its sole discretion, transfer any improvements or

Cell Site No.: 113529
Cell Site Name: RO491
Fixed Asset No.: 10114623
Market: VA / WY
Address: 1654 Scuffling Hill Road

alterations to the Premises to Town at any time during the Term of the Agreement without notice to the Town and without the Town's consent.

7. **24/7 Access.** Town hereby grants to Tenant, its authorized subtenants, and to any public or private utility serving Tenant's Communications Facility or related equipment, access to the Premises and to and over the Property twenty-four hours per day, seven days per week (24/7), including but not limited to, access from an accessible, open and maintained public road to the Premises, for the installation, maintenance, repair, modification, alteration, or refurbishment of the Communications Facility or any equipment related to such Communications Facility as such access is deemed necessary by Tenant, in its sole discretion, without the requirement of notice by Tenant to Town. In the event that any public or private utility serving Tenant's Communications Facility is unable to use the access provided to Tenant, the Town hereby agrees to grant additional access to Tenant or to such public or private utility, for the benefit of Tenant, at no cost to Tenant and pursuant to the same terms and conditions as noted above. The terms and conditions regarding access in the Agreement remain in full force and effect, except as modified by this paragraph.

8. **Taxes.** Notwithstanding anything in the Agreement to the contrary, and in addition to Tenant's existing rights under the Agreement, Town shall be responsible for the payment of all real property taxes and assessments levied against the Premises and for any increases in such taxes and assessments that may be due to Tenant's Communication Facility or to Tenant's use of the Premises and shall not seek reimbursement from Tenant for any or any portion of such taxes or assessments.

9. **Acknowledgement.** Town acknowledges that: 1) this First Amendment is entered into of the Town's free will and volition; 2) Town has read and understands this First Amendment and the underlying Agreement and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding Town's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) Town has been advised and is informed that should Town not enter into this First Amendment, the underlying Agreement between Town and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

10. **Notices.** Paragraph 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

"**NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # 113529
Cell Site Name RO491; Fixed Asset No.: 10114623
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

Amendment – Rent Reduction

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Cell Site No.: 113529
Cell Site Name: RO491
Fixed Asset No.: 10114623
Market: VA / WV
Address: 1654 Scuffling Hill Road

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site # 113529
Cell Site Name RO491; Fixed Asset No: 10114623
340 Mt. Kemble Avenue
Morristown, NJ 07960

And as to the Town:

Town of Rocky Mount, Virginia
345 Donald Avenue
Rocky Mount, VA 24151

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

11. Sale of Property / Rental Stream Offer.

a. Sale of Property. If Town, at any time during the Term of the Agreement, decides to sell, subdivide or rezone any of the Premises (or any interest therein), all or any part of the Property or surrounding property (or any interest therein), to a purchaser other than Tenant, Town acknowledges and agrees that such sale, subdivision or rezoning shall be subject to the Agreement and Tenant's rights thereunder. Town agrees that it shall promptly notify Tenant in writing such sale, subdivision or rezoning.

b. Rental Stream Offer. If at any time after the date of this First Amendment, Town receives a bona fide written offer from a third party or receives a modified written offer from a third party seeking an assignment of the rental stream associated with the Agreement ("Rental Stream Offer"), Town shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ninety (90) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Town within the ninety (90) day period, Town may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of the Agreement.

c. If Town attempts to transfer ownership to a third party in accordance with (a) or (b) without fully complying with the terms and conditions of (a) and (b) hereinabove, such a transfer shall be void and of no further force or effect. Town agrees to indemnify Tenant for any and all claims associated with such a purported transfer.

12. First Amendment to Memorandum of Structure Lease Agreement. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a

Cell Site No.: 113529
Cell Site Name: RO491
Fixed Asset No.: 10114623
Market: VA / WV
Address: 1654 Scuffing Hill Road

recordable First Amendment to Memorandum of Structure Lease Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

13. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

14. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: 113529
Cell Site Name: RO491
Fixed Asset No.: 10114623
Market: VA / WV
Address: 1654 Scuffling Hill Road

Attachment 1

First Amendment to Memorandum of Structure Lease Agreement

Amendment – Rent Reduction

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TAX MAP:

Consideration: N/A

Prepared by:

Md7, LLC
10590 W. Ocean Air Drive, Suite 300
San Diego, CA 92130

WHEN RECORDED RETURN TO:

New Cingular Wireless PCS, LLC
12555 Cingular Way, Suite 1300
Alpharetta, GA 30009
Attn: Network Real Estate Administration

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: 113529
Cell Site Name: RO491 (VA)
Fixed Asset Number: 10114623
State: VA
County: Franklin

FIRST AMENDMENT TO MEMORANDUM OF STRUCTURE LEASE AGREEMENT

This First Amendment to Memorandum of Structure Lease Agreement is entered into on this ____ day of _____, 20____, by and between the Town of Rocky Mount, Virginia, a political subdivision of the Commonwealth of Virginia, having a mailing address of 345 Donald Avenue, Rocky Mount, VA 24151 ("**Town**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004; with a copy to 340 Mt. Kemble Avenue, Morristown, NJ 07960 ("**Tenant**").

1. Town and Tenant entered into a certain Structure Lease Agreement dated May 27, 2008, as amended by that certain First Amendment to Structure Lease Agreement dated _____, 20____ (collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Structure Lease Agreement reflecting the Agreement was recorded on August 4, 2008, as Instrument No. 080007193, in Book 0943, at Pages 01577 - 01584, in the public records of Franklin County, State of Virginia.
2. The parties have agreed that the Agreement has a new initial term of five (5) years ("**New Initial Term**"), commencing on December 1, 2011, subject to the provisions of the Agreement.

3. The parties have agreed, following the New Initial Term, to add five (5) successive periods of five (5) years each upon the same terms and conditions of the Agreement. The Agreement will be automatically renewed unless Tenant notifies Town in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing term.
4. The portion of the land being leased to Tenant (the "Premises") is described in **Exhibit 1** annexed hereto.
5. This First Amendment to Memorandum of Structure Lease Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this First Amendment to Memorandum of Structure Lease Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Memorandum of Structure Lease Agreement as of the day and year first above written.

TOWN:
Town of Rocky Mount, Virginia,
a political subdivision of the
Commonwealth of Virginia

By: _____

Print Name: _____

Title: _____

Date: _____

TOWN ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

I CERTIFY that on _____, 201__,
_____ [name of representative] personally came before me and
acknowledged under oath that he or she:

(a) is the _____ [title] of _____
[name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Notary Public: _____

My Commission Expires: _____

Exhibit 1 to First Amendment to Memorandum of Structure Lease Agreement

Legal Description

Street Address: 1654 Scuffling Hill Road, Rocky Mount, VA 24151

Tax Map: 063.00-144.00

A 12' x 20' portion of the property located at 1654 Scuffling Hill Road, in Rocky Mount, VA 24151, further described as Parcel 0630014400, as recorded in the Franklin County Clerks office, along with an additional 15' easement for access and utilities, and space on the existing structure for tenant's equipment

ITEM(S) TO BE CONSIDERED UNDER:

- Consent Item
 Old Business
 New Business
 Committee Report
 Other

FOR COUNCIL MEETING DATED:	October 10, 2011
----------------------------	------------------

STAFF MAKING REQUEST:	C. James Ervin, Town Manager
BRIEF SUMMARY OF REQUEST:	<p><u>Work Session Request:</u></p> <p>I would like to schedule a work session for Town Council and Town staff to review our current utility rates. The Town of Rocky Mount's rates are below the actual costs of production and our utility reserve fund has reached zero.</p> <p>Proposed dates are Tuesday November 1st or Thursday November 10th. Staff recommends that the meeting be a dinner meeting and be held at 6:00 pm at the Depot.</p>
ACTION NEEDED:	Approval/denial of proposed work session.

Attachment(s): No

FOLLOW-UP ACTION: (To be completed by Town Clerk)

ITEM(S) TO BE CONSIDERED UNDER:

- Consent Item
 Old Business
 New Business
 Committee Report
 Other

FOR COUNCIL MEETING DATED:	October 10, 2011
----------------------------	------------------

STAFF MAKING REQUEST:	C. James Ervin, Town Manager
BRIEF SUMMARY OF REQUEST:	<p>The sign located north of Rocky Mount on 220 North (currently advertising "Shentel") is available for lease. Town staff recommends leasing this sign for one year at a cost of \$8,600 to advertise our local businesses. We would like to encourage motorists to exit at North Main Street for shopping, dining, antiques, arts, music and our Famers' Market. This would help develop our North Main Street corridor, our downtown, our uptown, as well has support the burgeoning arts initiative that we see in Rocky Mount.</p> <p>Enclosed is a draft lease for the sign. If approved, staff will work with local sign firms to design a suitable layout that would play on our shopping, dining and cultural opportunities.</p>
ACTION NEEDED:	Approval/denial of draft lease.

Attachment(s): Yes

FOLLOW-UP ACTION: (To be completed by Town Clerk)

The lease agreement was not available in time to include in the Council packet (the opportunity to lease the space came up on October 5th at 10:00 am). It will be included in the Friday weekly packet for your review and a copy of the document will be included in the electronic packet on Friday.

THE  COMPANIES
CONTRACT

Roanoke
 1545 Patrick Rd.
 Roanoke VA 24012
 PHONE: (540)345-0494
 FAX: (540)343-6570

Date: **10/6/2011**
 New/Renewal: **NEW**

Contract No. **1572872**

Customer Name: **TOWN OF ROCKY MOUNT**
 Street Address:
 Mailing Address: **345 DONALD AVENUE**

City: **ROCKY MOUNT** St: **VA** Zip: **24151**
 Phone: **(540)483-0907** Fax: **(540)483-8830**

Total Camp. Invest.: **\$700.00**

Advertiser: **TOWN OF ROCKY MOUNT**
 Cust A/C #: **551552-0** Nat'l/Local: **LD**
 Term: **ONE TIME VINYL ORDER** Service Date: **11/21/2011**

Contact Person: **Matthew C. Hankins**

Campaign:
 Email: **mhankins@rockymountva.org**

Vinyl Seq # 1

Company #: 39 Investment Per Billing Period: \$700.00
 Local AE: JGP2281-James Pagans
 Product: Fabrication
 Qty: 1 Rate Per Unit: \$700.00

Market: ROANOKE Market Code: 7
 Alt. AE: _____ PO #: _____
 Description: PRODUCE (1) 10'6"X 36" VINYL FOR PANEL 2438 - NOV. 21, 2011 - NOV. 18, 2012
 Freight: \$0.00

Service Dates:	<u>11/21/11</u>
-----------------------	-----------------

Investment Schedule

Year	Period	Total Investment
2011	11/21	\$700.00

~ THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY ~

INITIALS: _____

The terms on all pages are part of this contract.

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in a good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay The Lamar Companies all contract amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The undersigned representative or agent of Advertiser hereby warrants to The Lamar Companies that he/she is the ASSISTANT TOWN MANAGER of the Advertiser and is authorized to execute this contract on behalf of Advertiser.

BY: _____
ACCOUNT EXECUTIVE: JAMES G. PAGANS

TOWN OF ROCKY MOUNT
CUSTOMER/ADVERTISER

DATE: _____

COMPANY: Roanoke

BY: _____
(signature above)

CUSTOMER/ADVERTISER SIGNED BY: MATTHEW C. HANKINS
(print name above)

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

DATE: _____

THE LAMAR COMPANIES
BY: _____
GENERAL MANAGER

STANDARD CONDITIONS

I. General Conditions

1. On initial installation, if Lamar and/or Lamar Transit Authority (LTA) is requested by Advertiser to submit art work, then art work submitted by Lamar and/or LTA shall be approved or substitute art work shall be furnished by Advertiser within ten (10) days after submission. In the case of default in furnishing or approval of art work by Advertiser, then the date of installation posting for purposes of commencement of the first invoice shall be deemed to occur on the date on which the various spaces are available for service.
2. Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.
3. Upon completion and installation of initial posting, or upon the circumstances described in paragraph 1 regarding default, an invoice for payment will be sent to Advertiser or Agency. Upon Advertiser's or Agency's request, a report of the posting will be sent with the initial invoice. The first invoice shall cover the period from date of installation (if more than one location is included, the average date of installation shall be used) to the end of the billing period in which the invoice is rendered, and subsequent invoices shall be rendered in advance on the first of each successive billing period. Each invoice will cover the billing period following commencement of posting or date of installation ; or following the circumstances described in paragraph 1 above regarding default . All prorated invoices and credits will be computed on the basis of a four week billing period.
4. If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including illumination, buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute spaces, to be reasonably approved by advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. Upon default in the punctual payment of the contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of Lamar, and unless same is promptly paid, Lamar may, at its option, discontinue without notice the outdoor or transit advertising contracted for herein; provided, however, that such discontinuance shall not relieve the Advertiser or agency of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1½% per month. In addition, Advertiser shall pay Lamar all costs and expenses of exercising its rights under this contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00, whichever is greater, and all reasonable collection agency fees.
6. This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

Special Considerations: _____

Special Provisions: _____

INITIALS: _____

SURETY AGREEMENT

In consideration of Lamar entering into this contract with Advertiser, the undersigned ("Surety") guarantees and becomes a surety for Advertiser in favor of Lamar for all sums due by Advertiser under this contract. The obligation of Surety is joint and several and in solido with Advertiser and Agent (if applicable) for the full performance of all of Advertiser's obligations under this contract or any continuation. Surety consents to all extensions. Surety waives any benefit that may allow him to limit this obligation to less than the full obligation of Advertiser. It is understood that, without this guarantee or surety agreement, Lamar would not be willing to enter this contract with Advertiser.

Signed this _____ day of _____

SURETY Signature _____
Print Name: _____
Address: _____

THIS INFORMATION FOR OFFICE USE ONLY			
Invoice Start Date: 11/21/2011	_____	Invoice End Date: 11/21/2011	_____
Inv. Routing: Customer	_____	Inv. Exception: Not Set	_____
Product Code: 74 - Public Service	_____		
Nat'l Contract No: _____	Political: _____	Split Billing: _____	_____
Multi-Mkt Selling AE: _____	P.O.P. _____	Co-op: _____	_____

ITEM(S) TO BE CONSIDERED UNDER:

- Consent Item**
 Old Business
 New Business
 Committee Report
 Other

FOR COUNCIL MEETING DATED:	October 10, 2011
----------------------------	------------------

STAFF MAKING REQUEST:	C. James Ervin, Town Manager
BRIEF SUMMARY OF REQUEST:	<p>The Public Utilities Committee met on September 13, 2011 to consider changes to Chapter 58 of the Town Code.</p> <p>Council had previously directed staff to review the establishment of a fee for fire suppression connections to our water system, as well as putting in place a requirement that such connections be inspected on an annual basis to ensure that there are no connections between the fire system and the potable water system (resulting in unauthorized water usage and unmetered water usage).</p> <p>The following documents were considered and are attached:</p> <ol style="list-style-type: none"> 1. Proposed updates to Chapter 58 of Town Code. 2. An addition to Chapter 58 to institute a fee for fire suppression service. 3. An update to the Town's Cross Connection Control Program (a program that is on file with the state to verify that Town complies with state code). <p>The changes in the code are intended to implement Council's requests, to charge a fee for fire suppression service, and to inspect the fire suppression systems.</p> <p>The Committee recommended that Town staff research other localities fire inspection programs and that the Committee reconvene when that information is available.</p>
ACTION NEEDED:	Approval/denial of Committee recommendation that Town staff research other localities' fire suppression service and that the Committee reconvene when that information is available.

Attachment(s): Yes

<p>FOLLOW-UP ACTION: (To be completed by Town Clerk)</p>

Chapter 58

Utilities

Article XIV. Cross Connection Control

Sec. 58-324. Purpose of the Ordinance.

The purpose of this ordinance is to abate or control actual or potential cross connections and protect the public health. This ordinance provides for establishment and enforcement of a program of cross connection control and backflow prevention according to the Virginia Board of Health, *Waterworks Regulations* (1995), as amended. **THIS ORDINANCE IS DIRECTED AT SERVICE LINE PROTECTION AND CONTAINMENT.**

Sec. 58-325. Authority for Ordinance.

Commonwealth of Virginia, Department of Health
Waterworks Regulations, Part II, Article 3:
Cross Connection Control and Backflow Prevention in Waterworks
[Uniform Statewide Building Code, Vol. 1](#)

Sec. 58-326. Administration of the Ordinance.

(a) The Town Manager will administer and enforce the provisions of this ordinance under the direction of the **Town Council**.

(b) It will be the duty of the Town Manager to cause assessment to be made of properties served by the waterworks where cross connection with the waterworks is deemed possible. The method of determining potential cross connection with the waterworks and the administrative procedures will be established by the Town Manager in a Cross Connection Control Program (Program) approved by the Commonwealth of Virginia, Department of Health, Office of Drinking Water .

(c) The responsibility to carry out the Program lies jointly with the Water Treatment Plant Superintendent and the Director of Public Works, referred to hereafter as "Town".

Sec. 58-327. Enforcement of the Ordinance.

(a) For purposes of this ordinance, the Town designates the Water Treatment Plant Superintendent as the Cross Connection Officer. The Cross Connection Officer will furnish the Town Manager a report January 1st of each year, outlining the monitoring and enforcement actions taken during the prior calendar year under this ordinance and the associated program.

(b) Upon request, the owner or occupants of property served will furnish to the Town pertinent information regarding the consumer's water supply system or systems on such property for the purpose of assessing the consumer's water supply system for cross connection hazards and determining the degree of hazard, if any. The refusal of such information, when requested, will be deemed evidence of the presence of a high degree of hazard cross connection.

(c) Notice of Violation: Any consumer's water supply system owner found to be in violation of any provision of this ordinance will be served a written notice of violation sent certified mail to the consumer's water supply system owner's last known address, stating the nature of the violation, corrective action required and providing a reasonable time limit, not to exceed 30 days, from the date of receipt of the notice of violation, to bring the consumer's water supply system into compliance with this ordinance or have water service terminated.

(d) Penalties: Any owner of properties served by a connection to the waterworks found guilty of violating any of the provisions of this ordinance, or any written order of the Mayor in pursuance thereof, will be deemed guilty of a misdemeanor and upon conviction thereof will be punished by a fine of not less than **\$50.00** or more than **\$200.00** for each violation. Each day upon which a violation of the provisions of this act will occur will be deemed a separate and additional violation for the purposes of this ordinance.

Sec. 58-328. Responsibilities of the Town of Rocky Mount, Town Manager, Director of Public Works, and Water Treatment Plant Superintendent.

Effective cross connection control and backflow prevention requires the cooperation of the Town of Rocky Mount, Town Manager, Director of Public Works, Water Treatment Plant Superintendent, the owner(s) of the property served, the Local Building Official and the backflow prevention device tester.

(a) The Program will be carried out according to the Commonwealth of Virginia, State Board of Health, *Waterworks Regulations* and will as a minimum provide containment of potential contaminants at the consumer's service connection.

(b) The Town of Rocky Mount has full responsibility for water quality and for the construction, maintenance and operation of the waterworks beginning at the water source and ending at the service connection.

(c) The owner of the property served and the Town Manager have shared responsibility for water quality and for the construction, maintenance, and operation of the consumer's water supply system from the service connection to the free flowing outlet.

(d) The Town will, to the extent of their jurisdiction, provide continuing identification and evaluation of all cross connection hazards. This will include an assessment of each consumer's water supply system and fire suppression system for cross connections to be followed by the requirement, if necessary, of installation of a backflow prevention device or separation.

(e) In the event of the backflow of pollution or contamination into the waterworks, the Town will promptly take or cause corrective action to confine and eliminate the pollution or contamination. The Town will report to the appropriate Commonwealth of Virginia, Department of Health, Office of Drinking Water Field Office in the most expeditious manner (usually by telephone) when backflow occurs and will submit a written report by the 10th day of the month following the month during which backflow occurred addressing the incident, its causes, effects, and preventative or control measures required or taken.

(f) The Town will take positive action to ensure that the waterworks is adequately protected from cross connections and backflow at all times. If a cross connection exists or backflow occurs into a consumer's water supply system or into the waterworks or if the consumer's water supply system causes the pressure in the waterworks to be lowered below 10 psi gauge, the Town may discontinue the water service to the consumer and water service will not be restored until the deficiencies have been corrected or eliminated to the satisfaction of the Town.

(g) In order to protect the occupants of a premises, the Town should inform the consumer's water supply system owner(s) of any cross connection beyond the service connection that should be abated or controlled by application of an appropriate backflow prevention device or separation. Appropriate backflow prevention device or separation should be applied at each point-of-use and/or applied to the consumer's water supply system, isolating an area which may be a health or pollutional hazard to the consumer's water supply system or to the waterworks.

(h) Records of backflow prevention devices, separations, and consumer's water supply systems, including inspection records, records of backflow incidents, and records of device tests will be maintained by the Town for ten years.

Sec. 58-329. Responsibilities of the Consumer's Water Supply System Owner.

(a) The consumer's water supply system owner(s), at their own expense, will install, operate, test, and maintain required backflow prevention devices or backflow prevention by separations.

(b) The consumer's water supply system owner(s) will provide copies of test results, maintenance records and overhaul records to the Town within 30 days of completion of testing or work. Such testing or work will have been performed by device testers which have obtained a certificate of completion of a course recognized by the American Water Works Association, the Virginia Department of Health or the Virginia Cross Connection Control Association for cross connection control and backflow prevention inspection, maintenance and testing or otherwise be certified by a Commonwealth of Virginia tradesman certification program.

(c) The consumer's water supply system owner(s), at their own expense, will provide reports of a comprehensive inspections of fire suppression systems to certify that there are no inappropriate water uses or interconnections between the fire system and the potable water system. The specific back flow device required for a fire suppression system is solely based on the understanding that the system is to be used for fire protection only, and does not take into account unauthorized uses that may present a higher degree of hazard. Such inspections shall be performed by professionals certified by the Commonwealth of Virginia to inspect and service fire suppression systems. The certified inspector must provide a signed written statement that asserts there are no interconnections between the fire suppression system and the potable water systems down stream of the service connection and that there was no evidence of water usage from the fire suppression system inconsistent with the its normal operation and maintenance. This check must be performed annually and may coincide with routine scheduled service of the fire suppression system. Use of unmetered water from the fire suppression system for anything other than fire suppression or routine maintenance of the fire suppression system is strictly prohibited.

(d) All new fire protection system service connections must be provided with a double detector check assembly or a reduced pressure principal detector assembly, depending on the degree of hazard. If an existing approved back-flow preventer associated with a fire protection system is no longer serviceable, it must be replaced with the appropriate detector type back-flow preventer.

~~(ee)~~ ————— All new residential service connections will be fitted with a residential dual check (ASSE #1024).

~~(ef)~~ When meters are replaced or serviced, residential service connections will be fitted with a residential dual check (ASSE #1024) if not already installed.

Sec. 58-330. Preventative and Control Measures for Containment.

(a) Service Line Protection: Backflow prevention device or separation will be installed at the service connection to a consumer's water supply system where, in the judgment of the Town a health or pollution hazard to the consumer's water supply system or to the waterworks exists or may exist unless such hazards are abated or controlled to the satisfaction of the Town Manager.

(b) Special Conditions

(1) When, as a matter of practicality, the backflow prevention device or separation cannot be installed at the service connection, the device or separation may be located downstream of the service connection but prior to any unprotected takeoffs.

(2) Where all actual or potential cross connections can be easily correctable at each point-of-use and where the consumer's water supply system is not intricate or complex, point-of-use isolation protection by application of an appropriate backflow prevention device or backflow prevention by separation may be used at each point-of-use in lieu of installing a containment device at the service connection.

(c) A backflow prevention device or backflow prevention by separation will be installed at each service connection to a consumer's water supply system serving premises where the following conditions exist:

~~(1)~~ Premises on which any substance is handled in such a manner as to create an actual or potential hazard to a waterworks (this will include premises having auxiliary water systems or having sources or systems containing process fluids or waters originating from a waterworks which are no longer under the control of the waterworks owner)

~~(2)~~ ~~(1)~~ or waters originating from a waterworks which are no longer under the control of the waterworks owner.

(2) Premises having internal cross connections that, in the judgment of the Town may not be easily correctable or intricate plumbing arrangements which make it impracticable to determine whether or not cross connections exist.

(3) Premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make an evaluation of all cross connection hazards.

- (4) Premises having a repeated history of cross connections being established or reestablished.
- (5) Other premises specified by the Town where cause can be shown that a potential cross connection hazard not enumerated above exists.

(d) Premises with fire suppression systems shall be equipped with an appropriate detector type back-flow preventer. Service connections for fire suppression with appropriate back-flow devices existing prior to the ordinance must install the detector type back-flow preventer when the existing device is no longer serviceable or if the existing device is determined to be inadequate for the level of hazard.

(e) Premises having booster pumps or fire pumps connected to the waterworks will have the pumps equipped with a pressure sensing device to shut off or regulate the flow from the booster pump when the pressure in the waterworks drops to a minimum of 10 psi gauge at the service connection.

(ef) An approved backflow prevention device or backflow prevention by separation will be installed at each service connection to a consumer's water supply system or installed under Special Conditions, Section ~~458-330~~.B. serving, but not necessarily limited to, the following types of facilities:

- (1) Hospitals, mortuaries, clinics, veterinary establishments, nursing homes, dental offices and medical buildings;
- (2) Laboratories;
- (3) Piers, docks, waterfront facilities;
- (4) Sewage treatment plants, sewage pumping stations, or storm water pumping stations;
- (5) Food and beverage processing plants;
- (6) Chemical plants, dyeing plants and pharmaceutical plants;
- (7) Metal plating industries;
- (8) Petroleum or natural gas processing or storage plants;
- (9) Radioactive materials processing plants or nuclear reactors;
- (10) Car washes and laundries;
- (11) Lawn sprinkler systems, irrigation systems;
- (12) Fire service systems;
- (13) Slaughter houses and poultry processing plants;
- (14) Farms where the water is used for other than household purposes;
- (15) Commercial greenhouses and nurseries;
- (16) Health clubs with swimming pools, therapeutic baths, hot tubs or saunas;
- (17) -Paper and paper products plants and printing plants;
- (18) Pesticide or exterminating companies and their vehicles with storage or mixing tanks;
- (19) Schools or colleges with laboratory facilities;

(20) _____ Highrise buildings (4 or more stories);

(21) _____ Multiuse commercial, office, or warehouse facilities;

(22) _____ Others specified by the Town Manager when reasonable cause can be shown for a potential backflow or _____ cross connection hazard.

(fg) Where lawn sprinkler systems, irrigation systems or fire service systems are connected directly to the waterworks with a separate service connection, an approved backflow prevention device or backflow prevention by separation will be installed at the service connection or installed under Special Conditions, Section ~~V458-330~~-B.1.

(h) 1. All industrial and commercial facilities not identified as a "health hazard" shall be considered non-health hazard facilities. All non-hazard facilities must install as a minimum containment assembly, a double check valve assembly within 90 days once notified in writing by the Town.

Sec. ~~3858~~-331. Type of Protection Required.

The type of protection required will depend on the degree of hazard which exists or may exist.

The degree of hazard, either high, moderate, or low, is based on the nature of the contaminant; the potential health hazard; the probability of the backflow occurrence; the method of backflow either by backpressure or by backsiphonage; and the potential effect on waterworks structures, equipment, and appurtenances used in the storage, collection, purification, treatment, and distribution of pure water.

Table 1 will be used as a guide to determine the degree of hazard for any situation.

(a) An air gap or physical disconnection gives the highest degree of protection and will be used whenever practical to do so in high hazard situations subject to backpressure.

(b) An air gap, physical disconnection and a reduced pressure principle backflow prevention device will protect against backpressure when operating properly.

(c) Pressure vacuum breakers will not protect against backpressure, but will protect against backsiphonage when operating properly. Pressure vacuum breakers may be used in low, moderate or high hazard situations subject to backsiphonage only.

(d) A double gate - double check valve assembly will not be used in high hazard situations.

(e) Barometric loops are not acceptable.

(f) Interchangeable connections or change-over devices are not acceptable.

Sec. ~~3858~~-332. Backflow Prevention Devices and Backflow Prevention by Separation for Containment.

(a) Backflow prevention devices for containment include the reduced pressure principle backflow prevention assembly, the double gate - double check valve assembly, and the pressure vacuum breaker assembly.

(b) Backflow prevention by separation will be an air gap or physical disconnection. The minimum air gap will be twice the effective opening of a potable water outlet unless the outlet is a distance less than three times the effective opening away from a wall or similar vertical surface, in which case the minimum air gap will be three times the effective opening of the outlet. In no case will the minimum air gap be less than one inch.

(c) Backflow prevention devices will be of the approved type and will comply with the most recent American Water Works Association Standards and will be approved for containment by the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research.

(d) Backflow prevention devices will be installed in a manner approved by the Town Manager and according to the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research recommendations and

the manufacturer's installation instructions. Vertical or horizontal positioning will be as approved by the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research.

(e) Existing backflow prevention devices approved by the Town Manager prior to the effective date of this ordinance will, except for inspection, testing, and maintenance requirements, be excluded from the requirements of Section ~~VII58-333~~ C. and D. if the Town Manager is assured that the devices will protect the waterworks.

(f) For the purpose of application to Special Conditions, Section ~~VII58-330~~ B.2., point-of-use isolation devices or separations will be as specified by the Town Manager where reasonable assurance can be shown that the device or separation will protect the waterworks. As a minimum, point-of-use devices should bear an appropriate American Society of Sanitary Engineering Standard Number. See the Cross Connection Control Program, Appendix A, for Isolation Device Application.

(g) Backflow prevention devices with openings, outlets, or vents that are designed to operate or open during backflow prevention will not be installed in pits or areas subject to flooding.

Sec. ~~3858~~-333. Maintenance and Inspection Requirements.

(a) It will be the responsibility of the consumer's water supply system owner(s) to maintain all backflow prevention devices or separations installed according to ~~Section VII58-330~~ in good working order and to make no piping or other arrangements for the purpose of bypassing or defeating backflow prevention devices or separations. This applies to potable and fire suppression water systems.

(b) Operational testing and inspection schedules will be established by the Town as outlined in the Cross Connection Control Program for all backflow prevention devices and separations which are installed at the service connection or installed under Special Conditions, Section ~~VII58-330~~. The interval between testing and inspection of each device will be established according to the age and condition of the device and the device manufacturer's recommendations.

(c) Backflow prevention device overhaul procedures and replacement parts will be according to the manufacturer's recommendations.

(d) Backflow prevention device testing procedures will be according to the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research, Backflow Prevention Assembly Field Test Procedure and the manufacturer's instructions.

(e) All records relating to testing, inspections and implementation will be maintained by the Water Treatment Plant Superintendent.

Sec. ~~3858~~-334. Definitions.

Air Gap — means the unobstructed vertical distance through the free atmosphere between the lowest point of the potable water outlet and the rim of the receiving vessel.

Auxiliary Water System — means any water system on or available to the premises other than the waterworks. These auxiliary waters may include water from a source such as wells, lakes, or streams; or process fluids; or used water. They may be polluted or contaminated or objectionable, or constitute an unapproved water source or system over which the water purveyor does not have control.

Backflow — means the flow of water or other liquids, mixtures, or substances into a waterworks from any source or sources other than its intended source.

Backflow Prevention by Separation ("Separation") — means preventing backflow by either an air gap or by physical disconnection of a waterworks by the removal or absence of pipes, fittings, or fixtures that connect a waterworks directly or indirectly to a non-potable system or one of questionable quality.

Backflow Prevention Device ("Device") — means any approved device intended to prevent backflow into a waterworks.

Backpressure Backflow — means backflow caused by pressure in the downstream piping which is superior to the supply pressure at the point of consideration.

Backsiphonage Backflow — means backflow caused by a reduction in pressure which causes a partial vacuum creating a siphon effect.

Consumer — means person who drinks water from a waterworks.

Consumer's Water Supply System ("Consumer's System") — means the water service pipe, water distributing pipes, and necessary connecting pipes, fittings, control valves, and all appurtenances in or adjacent to the building or premises.

Containment — means the prevention of backflow into a waterworks from a consumer's water supply system by a backflow prevention device or by backflow prevention by separation at the service connection.

Contaminant — means any objectionable or hazardous physical, chemical, biological, or radiological substance or matter in water.

Cross Connection — means any connection or structural arrangement, direct or indirect, to the waterworks whereby backflow can occur.

Degree of Hazard — means either a high, moderate or low hazard based on the nature of the contaminant; the potential health hazard; the probability of the backflow occurrence; the method of backflow either by backpressure or by backsiphonage; and the potential effect on waterworks structures, equipment, and appurtenances used in the storage, collection, purification, treatment, and distribution of pure water.

Distribution Main — means a water main whose primary purpose is to provide treated water to service connections.

Division — means the Commonwealth of Virginia, Virginia Department of Health, Office of Drinking Water , Office of Drinking Water .

Domestic Use or Usage — means normal family or household use, including drinking, laundering, bathing, cooking, heating, cleaning and flushing toilets (see Appendix A for Title 32.1, Article 2, *Code of Virginia*, 1950, as amended).

Double Gate-Double Check Valve Assembly — means an approved assembly designed to prevent backsiphonage or backpressure backflow and used for moderate or low hazard situations, composed of two independently operating, spring-loaded check valves, tightly closing shutoff valves located at each end of the assembly and fitted with properly located test cocks.

Entry Point — means the place where water from the source is delivered to the distribution system.

Health Hazard — means any condition, device, or practice in a waterworks or its operation that creates, or may create, a danger to the health and well being of the water consumer.

Isolation — means the prevention of backflow into a waterworks from a consumer's water supply system by a backflow prevention device or by backflow prevention by separation at the sources of potential contamination in the consumer's water supply system. This is also called point-of-use isolation. Isolation of an area or zone within a consumer's water supply system confines the potential source of contamination to a specific area or zone. This is called area or zone isolation.

Maximum Contaminant Level — means the maximum permissible level of a contaminant in water which is delivered to the free flowing outlet of the ultimate user of a waterworks, except in the cases of turbidity and VOCs, where the maximum permissible level is measured at each entry point to the distribution system. Contaminants added to the water under circumstances controlled by the user, except those resulting from corrosion of piping and plumbing caused by water quality, are excluded from this definition. Maximum contaminant levels may be either "primary" (PMCL) meaning based on health considerations or "secondary" (SMCL) meaning based on aesthetic considerations.

Plumbing Fixture — means a receptacle or device which is either permanently or temporarily connected to the water distribution system of the premises, and demands a supply of water therefrom; or discharges used water, waste materials, or

sewage either directly or indirectly to the drainage system of the premises; or requires both a water supply connection and a discharge to the drainage system of the premises.

Pollution — means the presence of any foreign substance (chemical, physical, radiological, or biological) in water that tends to degrade its quality so as to constitute an unnecessary risk or impair the usefulness of the water.

Pollution Hazard — means a condition through which an aesthetically objectionable or degrading material may enter the waterworks or a consumer's water system.

Premises — means a piece of real estate; house or building and its land.

Pressure Vacuum Breaker — means an approved assembly designed to prevent backsiphonage backflow and used for high, moderate, or low hazard situations, composed of one or two independently operating, spring-loaded check valves; an independently operating, spring-loaded air-inlet valve; tightly closing shutoff valves located at each end of the assembly; and fitted with properly located test cocks.

Process Fluids — means any kind of fluid or solution which may be chemically, biologically, or otherwise contaminated or polluted which would constitute a health, pollutional, or system hazard if introduced into the waterworks. This includes, but is not limited to:

- (1) Polluted or contaminated water,
- (2) Process waters,
- (3) Used water, originating from the waterworks, which may have deteriorated in sanitary quality,
- (4) Cooling waters,
- (5) Contaminated natural waters taken from wells, lakes, streams, or irrigation systems,
- (6) Chemicals in solution or suspension, and
- (7) Oils, gases, acids, alkalis, and other liquid and gaseous fluid used in industrial or other processes, or for fire fighting purposes.

Pure Water or Potable Water — means water fit for human consumption and domestic use which is sanitary and normally free of minerals, organic substances, and toxic agents in excess of reasonable amounts for domestic usage in the area served and normally adequate in quantity and quality for the minimum health requirements of the persons served.

Reduced Pressure Principle Backflow Prevention Device (RPZ device) — means an approved assembly designed to prevent backsiphonage or backpressure backflow used for high, moderate, or low hazard situations, composed of a minimum of two independently operating, spring-loaded check valves together with an independent, hydraulically operating pressure differential relief valve located between the two check valves. During normal flow and at the cessation of normal flow, the pressure between these two checks will be less than the supply pressure. The unit must include tightly closing shutoff valves located at each end of the assembly and be fitted with properly located test cocks.

Service Connection — means the point of delivery of water to a customer's building service line as follows:

- (1) If a meter is installed, the service connection is the downstream side of the meter;
- (2) If a meter is not installed, the service connection is the point of connection to the waterworks;
- (3) When the water purveyor is also the building owner, the service connection is the entry point to the building.

System Hazard — means a condition posing a threat of or actually causing damage to the physical properties of the waterworks or a consumer's water supply system.

Used Water — means water supplied from the waterworks to a consumer's water supply system after it has passed through the service connection.

Water Supply — means the water that will have been taken into a waterworks from all wells, streams, springs, lakes, and other bodies of surface water (natural or impounded), and the tributaries thereto, and all impounded groundwater, but the term "water supply" will not include any waters above the point of intake of such waterworks.

Waterworks — means a system that serves piped water for drinking or domestic use to (1) the public, (2) at least 15 connections, or (3) an average of 25 individuals for at least 60 days out of the year. The term "waterworks" will include all structures, equipment, and appurtenances used in the storage, collection, purification, treatment, and distribution of pure water except the piping and fixtures inside the building where such water is delivered (see Title 32.1, Article 2, *Code of Virginia*, 1950, as amended).

Waterworks Owner — means an individual, group of individuals, partnership, firm, association, institution, corporation, government entity, or the Federal Government which supplies or proposes to supply water to any person within this State from or by means of any waterworks (see Title 32.1, Article 2, *Code of Virginia*, 1950, as amended).

TABLE 1

DETERMINATION OF DEGREE OF HAZARD

Premises with the following conditions shall be rated at the corresponding degree of hazard.

High Hazard	The contaminant is toxic, poisonous, noxious or unhealthy
	In the event of backflow of the contaminant, a health hazard would exist
	A high probability exists of a backflow occurrence either by backpressure or by backsiphonage
	The contaminant would disrupt the service of piped water for drinking or domestic use
	Examples — Sewage, used water, non potable water, auxiliary water systems and toxic or hazardous chemicals

Moderate Hazard	The contaminant would only degrade the quality of the water aesthetically or impair the usefulness of the water
	In the event of backflow of the contaminant, a health hazard would not exist
	A moderate probability exists of a backflow occurrence either by backpressure or by backsiphonage
	The contaminant would not seriously disrupt service of piped water for drinking or domestic use
	Examples — Food stuff, nontoxic chemicals and non-hazardous chemicals

Low Hazard	The contaminant would only degrade the quality of the water aesthetically
	In the event of backflow of the contaminant, a health hazard would not exist
	A low probability exists of the occurrence of backflow
	Backflow would only occur by backsiphonage
	The contaminant would not disrupt service of piped water
	Examples — Food stuff, nontoxic chemicals and non-hazardous chemicals

Proposed New Code Section:

58 – 6 (a)(4) – A monthly fee, to be set and adjusted by the Rocky Mount Town Council, will be charged in-lieu-of actual metered usage for all direct waterworks connections that are for the express purpose of providing water for fire protection. The monthly fee will cover all approved water use associated with the fire suppression systems, including water required for routine maintenance, flushing and testing.

- (I.) To qualify for the flat fee, a monthly summary report must be submitted to the Town by the water customer that provides the actual or estimated gallons used as the result of activities listed in 58-6(a)(4) so that the Town may account for unmetered water. The summary report, which must include a list of activities conducted and the actual or estimated gallons used must be submitted within 10 days of the end of the preceding month.
- (II.) Failure to provide the required monthly water usage report shall result in the installation, at the customers expense, of metering equipment designed to record high and low flow water usage through the fire system service connection. Additional back-flow protection may also be required at the owners expense if the fire service connection is being used in ways not compatible with the existing back-flow device. If appropriate metering and back-flow equipment are currently in service and in proper operating condition, no additional equipment will be required.
- (III.) Customers who no longer qualify for the flat fee will be billed monthly based on actual usage at the established rate for potable water use as described in Sec. 58-6.

TOWN OF ROCKY MOUNT CROSS CONNECTION CONTROL

I. By Ordinance No. N/A

Adopted February 9, 2009

Title of Ordinance: An Ordinance of the Town of Rocky Mount Amending Chapter 58 of the Code of the Town of Rocky Mount, Virginia (2002), and Providing for the Establishment and Enforcement of a Program of Cross Connection Control and Backflow Prevention in the Waterworks System According to the Virginia Board of Health, Waterworks Regulations (1995), as Amended.

II. Administration

The Town Manager shall administer and enforce this program under the supervision of the Mayor.

III. Purpose

- A. Preventing backflow of pollution or contamination into the waterworks from a consumer's water supply system by installing an appropriate backflow prevention device or by backflow prevention by separation at the service connection. Containment has the highest priority.
- B. Preventing backflow of pollution or contamination into the consumer's water supply system by informing the owner of the shared responsibility for water quality and providing assistance where requested in determining the degree of hazard and recommending appropriate backflow prevention devices or separations at each point-of-use beyond the service connection which may be a health or pollution hazard. Informing owners of the need for isolation beyond the service connection will be a continuing effort.
- C. Preventing backflow of pollution or contamination into the waterworks and into the consumer's water supply system, where it is not intricate or complex, by application of point-of-use isolation in lieu of containment. The alternative of isolation in lieu of containment will be evaluated at each premises where containment is required.

IV. Procedures

A. General

1. Each consumer's water supply system will be accessed at least annually for cross connection hazards. Assessment may be performed by voluntary inspections, interviews or questionnaires. Interviews may be conducted on site or by phone.
2. The Town Manager will arrange to have trained personnel conduct an on site interview with the owner or owner's representative of each consumer's water supply system identified in Section ~~VII~~58-330 C. through ~~FH~~., of the Ordinance.
3. The Town Manager will route all new plans for service connections to serve fire service connections and lawn sprinkler or irrigation systems and will route backflow prevention recommendations beyond the service connection through the Franklin County Official.
4. The Franklin County Building Official will coordinate cross connection control requirements at new premises, premises where usage has changed, premises where booster or fire pumps are used, and all others where plumbing modifications occur, with the Town Manager.
5. The Director of Public Works and the Water Treatment Plant Superintendent will review and track the cross connection control operational verification reports and notify the consumer's water supply system owner in writing as to any testing, inspecting, and overhauling requirements.

6. Enforcement action recommendations will be submitted by the Town Manager to the Mayor for approval.

B. Assessment By Interviews

1. Interviews will follow a prepared questionnaire used to assess the need for cross connection control by containment.

2. The Cross Connection Officer will conduct a cross connection control and backflow prevention on site interview with each consumer's water supply system owner or representative identified in Section ~~V#58-330~~ C. through FH. of the Ordinance. During these interviews, each installed device or separation will be inspected for appropriateness, proper installation and general appearance. Point-of-use isolation protection will be discussed with the owner. A report will be filed with the Town Manager with violations noted and/or recommendations for repair, replacement of existing devices or separations and/or installation of additional devices.

3. Available information about the premises to be surveyed will be gathered prior to the interview.

4. The reasons for cross connection control and backflow prevention will be explained to the consumer's water supply system owner or representative.

5. Water uses after it enters the premises will be questioned.

6. Plans for future expansion and possible additional protection requirements will be discussed.

7. An inspection of the premises will be requested to determine if point-of-use isolation should be installed for the protection of the consumer's water supply system users or considered for substitution for containment.

8. All information will be recorded on the prepared questionnaire. This will include water uses, assessment of degrees of hazard and diagrams.

9. The results of the interview with recommendations for containment devices, separations and point-of-use isolation will be submitted to the Town Manager for approval. Recommendations for isolation devices or separation in lieu of containment will also be submitted to the Franklin County Building Official through the Town for approval.

10. For those facilities where phone interviews will be conducted by the Cross Connection Officer, they will be conducted at least annually. A cross connection control questionnaire will be completed to reaffirm the degree of hazard and to assess the facility for new hazards. During these interviews, each installed device or separation will be evaluated for appropriateness, proper installation and general appearance. Point-of-use isolation protection will be discussed with the owner. A report will be filed with the Town Manager with violations noted and/or recommendations for repair, replacement of existing devices or separations and/or installation of additional devices.

C. Assessment By Questionnaires

1. Annual questionnaires will be sent to each consumer's water supply system owner except those premises where on site or phone interviews are being conducted.

2. The results of the annual questionnaires will be reviewed by the Cross Connection Officer. Based on the response to the questionnaires, cross connection control interviews will be scheduled and appropriate devices or separations required to provide containment and/or point-of-use isolation where appropriate. No response to the questionnaire will prompt an on site interview. Refusal of access for

inspection or provision of pertinent information shall prompt the requirement to install a high hazard containment device.

3. Questionnaires can be repeated annually at the discretion of the Cross Connection Officer after an initial interview at premises, including those identified in Section ~~VH58-330~~ C. through ~~FH~~. of the Ordinance, where devices or separations are installed and the results of the initial interview are not expected to change. These premises would be where the plumbing is not intricate or complex and not expected to be modified and no unexpected change in use of the premises would occur without the Director of Public Works being notified.

D. Consumer Notification

1. The Cross Connection Officer will notify the consumer's water supply system owner in writing as to the required location of any device or separation; type of device or separation, including applicable University of Southern California Foundation for Cross-Connection Control and Hydraulic Research (USC), American Society of Sanitary Engineering (ASSE), and American Water Works Association (AWWA) approvals or standards; installation requirements; and the deadline for completing the installation - usually ~~30~~39 days.

2. If the consumer's water supply system owner fails to install any required device or separation within the deadline or fails to complete testing, inspecting or overhauling as required, a Notice of Violation shall be prepared in accordance with ~~V58-327 C.B.~~ of the Ordinance and shall include a notification of termination of water service unless compliance is obtained within 30 days.

E. New Premises

1. All building permit applications shall be reviewed and approved by the County Building Inspector with the concurrence of the Cross Connection Official for cross connection control requirements prior to issuance of a building permit.

2. Required devices or separations shall be operational prior to issuance of a certificate to occupy. The initial testing of devices or verification of separations will be performed by the Cross Connection Officer.

3. A follow up inspection of all premises except residential will be performed by the Cross Connection Officer within 30 days of occupancy.

F. Existing Premises

1. All owners or representatives of existing premises identified in ~~VH58-330~~ C. through ~~FH~~. of the Ordinance will be interviewed and owners notified in writing of any backflow prevention requirements.

2. All remaining owners will initially be interviewed or mailed questionnaires.

G. Premises With Residential Containment Devices

1. Residential containment devices, such as those devices consisting of dual, independent check valves (ASSE # 1024), shall be tested every 5 years and shall be overhauled or replaced on a schedule with the meter replacement program or as required by the manufacturer.

2. Annual assessment by questionnaires shall be conducted and results reviewed as noted above.

H. Premises With Individual Water Supplies

1. Premises requesting a new service connection or reconnection to the waterworks must be assessed by on site interview for cross connection hazards and the appropriate separation installed, inspected, and operational prior to making the service connection.

2. Premises with individual water supplies, i.e., an auxiliary water system, may, upon approval of the Town Manager, maintain the water supply on the premises if a separation from the consumer's water supply system is provided and maintained and access is granted for inspections. A written request must be made and the Franklin County Building Official concurs.
3. Annual assessments will be made to verify the maintenance of the separation. If an interview is denied, then the customer will be notified in accordance with Section IV D of the Program.

I. Premises With Booster or Fire Pumps

1. Premises having booster pumps or fire pumps connected to the waterworks shall have the pumps equipped with a pressure sensing device to shut off or regulate the flow from the booster pump when the pressure in the waterworks drops to a minimum pressure as determined by hydraulic analysis and approved by Town Manager not to be less than 10 psi gauge at the service connection.
 2. Annual assessments will be made to verify the maintenance of the pressure sensing device. If an interview is denied, then the customer will be notified in accordance with Section IV D of the Program.

J. Backflow Prevention Device Testers

1. The tester is responsible for making competent inspections and for repairing or overhauling backflow prevention devices and making reports of such repair to the consumer's water supply system owner on forms approved by the Town Manager.
2. The tester shall include the list of materials or replacement parts used and insure that parts used in the repair of the backflow prevention device meet the manufacturer's recommendations and the University of Southern California, Foundation for Cross Connection Control and Hydraulic Research (USC).
3. The tester shall not change the design or operational characteristics of a device during repair or maintenance without prior written approval of the consumer's water supply system owner and Town Manager.
4. The tester shall be equipped with and be competent in the use of all the necessary tools, gauges, manometers and other equipment necessary to properly test, repair and maintain backflow prevention devices.

K. Point-of-use Isolation Protection

1. Any premises, residential, commercial, or industrial, where all actual or potential cross connections can be easily correctable at each point-of-use and where the consumer's water supply system is not intricate or complex, point-of-use isolation protection by application of appropriate backflow prevention devices or separations may be used in lieu of installing a containment device at the service connection if the following conditions are met:
 - a. The method of protection provided shall be, in the judgment of the Town Manager the method which best provides protection; and
 - b. The consumer's water supply system owner grants access for inspections; and makes a request in writing for point-of-use isolation protection; and
 - c. The Franklin County Building Official concurs.
2. Devices installed under this section shall be selected from the Isolation Device Application table in Appendix A A

V. Records

- A. An up-to-date listing of all customers shall be maintained by the Director of Public Works. The list will contain.
- owner of premises
 - tenant
 - name of premises
 - service address
 - phone number
 - contact person
 - number of service connections
 - size of service connection
 - annual assessment by: (Interview) (mailed questionnaire)
- B. An up-to-date listing of consumer's water supply system owners who have cross connection control devices (including pressure sensing devices) or separations (including separations from auxiliary or non-potable water systems and air gaps) installed shall be maintained by the Water Treatment Plant Superintendent. The list will contain:
- owner of premises
 - tenant
 - name of premises
 - service address
 - phone number
 - contact person
 - location of device or separation
 - device manufacturer
 - device model number
 - device serial number
 - device size
 - device ASSE number
 - cross connection or pressure sensing device tested (annually) (semi annually) (quarterly)
 - pressure sensing device manufacturer
 - pressure sensing device model number
 - pressure sensing device serial number
 - pressure sensing device pressure set point
 - type of separation
 - air gap
 - physical disconnection
 - separation verified (annually) (semiannually) (quarterly)
 - type of protection
 - containment
 - containment and isolation
 - isolation in lieu of containment
 - access (granted) (denied) (not necessary)

C. Cross connection control interview reports shall be maintained by the Water Treatment Plant Superintendent for 10 years. The report will contain:

- inventory information as noted in section V.A. & B. above
- an assessment of:
 - degree of hazard
 - appropriateness of device or separation
 - installation acceptable
 - general condition of device or separation
 - repair/replacement recommendations
 - new/additional device or separation recommendations
 - any indication of thermal expansion problems

See Appendix H for the Interview Report form

D. Cross connection control testing reports shall be maintained by the Water Treatment Plant Superintendent for 10 years. The report will contain:

- inventory information as noted in section V.A. & B. above
- line pressure
- results of testing
- test method used
- date and signature of device tester

If repairs were made, the test report will contain:

- which parts replaced
- replacement parts used
- probable cause of test failure
- preventative measures taken

See Appendix I for the Testing Report form

E. Questionnaires shall be maintained by the Water Treatment Plant Superintendent for 10 years. The questionnaire will contain:

- owner and address of residence
- occupant if different from owner
- phone number
- brief explanation of the program
- brief explanation of causes of backflow and control measures
- some likely cross connections:
 - a garden hose with its outlet submerged
 - kitchen sink spray hose with its spray head submerged
 - hand-held shower massager with its head submerged
 - garden hose used as an aspirator to spray soap or garden chemicals
 - spring, hot-tub, cistern, or swimming pool connected to the house plumbing system
 - water softeners improperly connected

- specific questions which will include but not be limited to:
 - individual wells, springs or cisterns on the property
 - pressure booster pumps
 - water storage tanks
 - water treatment systems
 - outside hose bibs used in conjunction with:
 - chemical sprayers
 - jet spray washers
 - swimming pools, hot tubs, saunas, etc.
 - lawn sprinkler or irrigation systems
 - photographic developing
 - utility sinks with hoses extending below sink rim
 - animal watering troughs
- existing cross connection control devices:
 - working properly
 - leaking, noisy
 - any modifications or repairs made
 - date of last test
 - any problems with hot water tank relief valve or faucet washers not lasting very long
- also included with the questionnaire should be:
 - educational material
 - who to contact for further information
 - who to contact if contamination is ever suspected
 - a deadline to respond to the questionnaire

See Appendix H for the Questionnaire forms (residential & commercial)

F. Residential containment device (ASSE #1024) overhaul or replacement reports shall be maintained by the Water Treatment Plant Superintendent for 10 years

The report will contain:

- inventory information as noted in section V.A. above
- overhaul/replacement action
- date of action

See Appendix J for the Residential Containment Device Report form

VI. Notification Letters

- A. On Site Interview
- B. Device Testing Due
- C. Device Repair Needed
- D. Test Results
- E. Device Required
- F. Violations
- G. Termination of Service
- H. Questionnaire Transmittal Letter

- I. Thermal Expansion Possible
- J. Verification of Individual Water Supply Separation Due

See Appendix K for the Notification Letters

VII. Reporting Contamination or Suspected Contamination.

The consumer's water supply system owner, Franklin County Building Official, device tester or any other person should report contamination or the suspicion of contamination to any one or all of the following:

Title, organization, phone number of the following: (complete as needed)

- Town Manager, County Administrator, Mayor, or other chief administrative officer
- Local Building Official
- Waterworks Operator
- Virginia Department of Health, Office of Drinking Water Field Office
- Local Health Department, Environmental Health Specialist

The Cross Connection Officer will be responsible for investigating reports of contamination or suspected contamination and will be responsible for notifying the appropriate Virginia Department of Health, Office of Drinking Water Danville Field Office at Phone 434-836-8416. A written report will be submitted by the 10th day of the month following the month during which backflow occurred addressing the incident, its causes, affects, and preventative or control measures required or taken.

VIII. Device Selection Guidelines

- A. Virginia Cross Connection Control Association — Recommended Best Practice
- B. International Plumbing Code and its Commentary
- C. EPA *Cross-Connection Control Manual*
- D. Virginia *Waterworks Regulations*
- E. AWWA M-14 Cross Connection Control Manual
- F. University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research

See Appendix AA for the Isolation Device Application table

IX. Examples - Types of facilities, probable degree of hazard and type of containment device required. All containment devices shall comply with AWWA Standards and be approved for containment by USC. In high hazard situations subject to backpressure, backflow prevention by separation should be the method of choice wherever practical.

1. Hospitals, mortuaries, clinics, veterinary establishments, dental offices, nursing homes, and medical buildings: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
2. Laboratories: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
3. Piers, docks, waterfront facilities: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
4. Sewage treatment plants, sewage pumping stations, or storm water pumping stations: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013

5. Food and beverage processing plants: Generally, a moderate hazard, Double Gate—Double Check Valve Assembly (DG—DC) ASSE #1015; Use of toxics, etc., in processing: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
6. Chemical plants, dyeing plants and pharmaceutical plants: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
7. Metal plating industries: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
8. Petroleum processing or storage plants: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
9. Radioactive materials processing plants or nuclear reactors: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
10. Car washes and laundries: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
11. Lawn sprinkler systems, irrigation systems: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013 or Atmospheric Vacuum Breakers (AVB) ASSE #1001 or Pressure Vacuum Breaker (PVB) ASSE #1020, see Appendix A, depending on method of backflow and pressure or flow conditions
12. Fire service systems: See Section ~~VH~~VH58-330 D and ~~FH~~ of the Ordinance
13. Slaughter houses and poultry processing plants: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
14. Farms where the water is used for other than household purposes: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
15. Commercial greenhouses and nurseries: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
16. Health clubs with swimming pools, therapeutic baths, hot tubs or saunas: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
17. Paper and paper products plants and printing plants: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
18. Pesticide or exterminating companies and their vehicles with storage or mixing tanks: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013 at service connection and on vehicles
19. Schools or colleges with laboratory facilities: High hazard, Reduced Pressure Principle Device (RPZ) ASSE #1013
20. Highrise buildings (4 or more stories): Unless otherwise covered, Moderate hazard, Double Gate—Double Check Valve Assembly (DG—DC) ASSE #1015
21. Multiuse commercial, office, or warehouse facilities: Unless otherwise _____covered, Moderate hazard, Double Gate-Double Check Valve Assembly (DG - DC) ASSE #1015

X. **Device Selection** - shall depend on the degree of hazard which exists or may exist. Backflow prevention by separation gives the highest degree of protection and shall be used whenever practical to do so in high hazard situations subject to backpressure. The Cross Connection Officer has the discretion to require a higher degree of protection if in his judgment a facility's water system is not accessible, difficult to evaluate or if frequent changes in water use are reasonably anticipated. See Appendix A A for the Isolation Device Application table.

1 See Appendix A A for the Isolation Device Application table.

|

XI. Device Testability/Serviceability

1. Containment or isolation devices used within the consumer's water supply system that are capable of being tested and repaired in-line include the Reduced Pressure Principle Device (RPZ), Double Gate—Double Check Valve Assembly (DG—DC) & Pressure Vacuum Breaker (PVB).
2. Residential Dual Checks without an intermediate atmospheric vent and Boiler Dual Checks with an intermediate atmospheric vent are testable but most of these ASSE approved devices must be removed for testing. Some can be overhauled in-line.
3. Generally, a visual inspection is the only means to inspect most Hose Bibb Vacuum Breakers (HBVBs) since they cannot be removed if installed in accordance with the manufacturer's instructions. Some manufacturers do provide wall hydrant type HBVB with removable vacuum breakers which can be easily removed for inspection and replacement.
4. Pipe connected Atmospheric Vacuum Breakers (AVBs) can be inspected by removing the top cover.
5. Air gaps and physical disconnection require only a visual inspection.

~~XII. Backflow Prevention Device Tester List~~

~~See Appendix I~~

XIII. Consumer Education Literature

See Appendix A,B,&C

XI~~I~~IV. Typical Installation Sketches

See Appendix D&E

XIV. Thermal Expansion

Normally, as water is heated and expands it would back up in the service line into the main if no usage was occurring. Installation of backflow prevention devices or certain plumbing appurtenances (pressure reducing valves) at the service connection or within the consumer's water supply system prevent thermally expanded water from flowing from the premises into the distribution system. When the water heater is operating, water is expanding and pressure is increasing, thermal expansion in a closed plumbing system under no flow conditions may cause the emergency temperature and pressure relief valve to open and close frequently and may reduce the life of plumbing fixtures and piping.

The temperature and pressure (T&P) relief valve is an emergency relief valve, not an operating control valve. If the T&P relief valve is used frequently, its useful life will be shortened and it could cease to function.

Thermal expansion can cause damaging stress and strain to water heaters, solenoid valves, O-rings, float valves, pump seals, and plumbing fixtures or fittings.

Generally, 80 psi for a short period of time is the maximum pressure under no flow conditions most fixtures, appliances or appurtenances should be subjected to.

Where thermal expansion is a problem the following devices could be installed:

1. a bladder or diaphragm type expansion tank;
2. an auxiliary pressure relief valve;
3. an anti-siphon ball cock with auxiliary relief valve into the toilet tank set at no more than 80 psi.

Installation should be in strict accordance with the manufacturer's instructions, the Uniform Statewide Building Code and the National Sanitation Foundation.

Customers will be advised of the potential for thermal expansion prior to or during installation of a backflow prevention device. Solutions to thermal expansion will be at the discretion of the consumer's water supply system owner and at the expense of the consumer's water supply system owner.

Appendix A A

Isolation Device Application

Degree of hazard	Method of backflow	Pressure or flow conditions	Device	ASSE #
High	BP or BS	Continuous	RPZ	1013 & 1047
	BS only	Non-continuous	Pipe applied AVB	1001 & 1035
		Non-continuous	Hose bibb AVB	1011 & 1052
		Non-continuous	Wall Hydrant w/AVB	1019
		Continuous	PVB	1020 & 1056
Moderate	BP or BS	Continuous	DG-DC	1015 & 1048
Low	BS only		Dual Check:	
		Continuous	w/o vent	1024 & 1032
		Continuous	w/vent	1012

NOTES:

- Degree of Hazard - See *Table 1 — Determination of Degree of Hazard* in the Ordinance.
- BS means backflow by backsiphonage.
- BP means backflow by backpressure or superior pressure.
- Continuous means operating under continuous flow or pressure. This condition usually applies to devices installed inline and may have valves downstream of the device.
- Non-continuous means operating intermittently not to exceed 12 hours under continuous pressure or flow in a 24-hour period. This condition usually applies to devices which are connected to hose bibbs, hydrants, or faucets which are open to the atmosphere. Valves should not be located downstream of the device.
- RPZ means a reduced pressure principal backflow prevention assembly.
- Pipe applied AVB means an atmospheric vacuum breaker permanently installed in the plumbing or on faucets.
- Hose bibb AVB means a hose bibb type atmospheric vacuum breaker with a single or with dual checks and a vent.
- Wall hydrant w/AVB means a through-the-wall, frost-proof self-draining type wall hydrant with AVB attached or built in.
- PVB means a pressure vacuum breaker.
- Spill resistant AVB have the same ASSE # as standard, pipe applied AVB.
- Spill resistant PVB have ASSE # 1056.
- DG-DC means a double gate-double check valve assembly.
- Dual Check without a vent means a device composed of two independently acting check valves ("residential dual check" and "beverage dispenser dual check").
- Double check with a vent means a device composed of two independently acting check valves with an intermediate atmospheric vent ("boiler dual check").

INFORMATION:

- Yard hydrants which are frost-proof and drain the water in the barrel through a weep hole when not in use will not drain automatically when fitted with a hose bibb AVB. Weepholes must not be subjected to contamination.
- Some wall hydrants will not drain if the hose is left connected.

ITEM(S) TO BE CONSIDERED UNDER:

- Consent Item
 Old Business
 New Business
 Committee Report
 Other

FOR COUNCIL MEETING DATED:	October 10, 2011
----------------------------	------------------

STAFF MAKING REQUEST:	C. James Ervin Town Manager
BRIEF SUMMARY OF REQUEST:	<p>The Streets & Sidewalks Committee met on September 13, 2011 to consider options for use of the \$50,000 set aside for sidewalk work in the Town. Two projects were considered:</p> <p><u>Scuffling Hill Road:</u> The Town's Public Works Director, Cecil Mason, estimated in 2008 that the improvements to Scuffling Hill Road would cost \$476,590. He now believes that amount may be low due to the need to install some sort of storm water retention or detention facility with the improvements.</p> <p>The Town applied for VDOT revenue sharing funds in 2008 for this project and was awarded \$238,295, with the Town needing to fund the remaining \$238,295. We have not had room in the budget in the ensuing three years to fund the Town's share of this project.</p> <p><u>State Route 40 East:</u> The Planning Department identified two principal sidewalk plans in the State Route 40 East corridor and presented them to the Committee previously.</p> <p>Concept A would require \$33,996 in materials and \$17,720 in traffic signal work. Concept B would require \$21,500 in materials costs and \$11,800 in traffic signal work. The materials costs are projected to come from the \$50,000 set aside for sidewalk work, and the signal cost is projected to come from traffic signal maintenance funds. Mr. Mason estimates the value of his time and equipment to perform the work to be \$72,635.</p> <p>The Committee recommended that staff prepare an application to VDOT for revenue sharing funds to construct concept A and B of the sidewalk proposal. A draft resolution and application for VDOT revenue sharing funds are attached for Council's consideration.</p> <p>The Committee also discussed the history of accidents on Grassy Hill Road and asked if guard rails could be installed to help make the stretch of Grassy Hill Road in the Town safer. Your Public Works Department estimated the cost of guard rails as \$61,624. Town staff has completed an application for VDOT revenue sharing funds to help with this project and it is submitted for Council's consideration, along with a draft resolution supporting the application.</p>
ACTION NEEDED:	Approval/denial to authorize staff to apply for VDOT revenue sharing funds as drafted and consider the draft resolution in support of application.

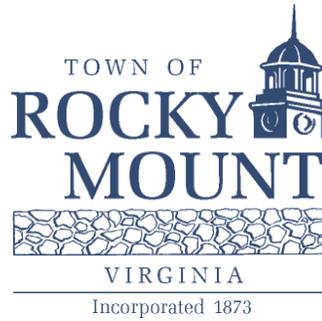
Attachment(s): Yes

<p>FOLLOW-UP ACTION: (To be completed by Town Clerk)</p>
--

345 Donald Ave.
Rocky Mount, Virginia 24151

540.483.0907
FAX 540.483.8830

E-mail : prust@rockymountva.org
www.rockymountva.org



TOWN COUNCIL
Steven C. Angle, *Mayor*
Gregory B. Walker, *Vice Mayor*

Bobby M. Cundiff P. Ann Love
Jerry W. Greer, Sr. Bobby L. Moyer
Robert W. Strickler

Patrick Rust, *Town Planner*

**RESOLUTION
BY THE
ROCKY MOUNT TOWN COUNCIL
FOR ALLOCATION OF FUNDS
THROUGH THE VIRGINIA DEPARTMENT OF TRANSPORTATION
REVENUE SHARING PROGRAM**

WHEREAS, the Town Council of Rocky Mount desires to submit an application for an allocation of funds up to \$30,812 through the Virginia Department of Transportation Fiscal Year 2012-2013, Revenue Sharing Program; and

WHEREAS, \$30,812 of these funds are requested to fund the installation of guardrails for sections of Grassy Hill Road and sections of Weaver Street.

NOW, THEREFORE, BE IT RESOLVED THAT the Town Council of Rocky Mount hereby supports this application for an allocation of \$30,812 through the Virginia Department of Transportation Revenue Sharing Program and that the Town Manager has the authority to sign any agreements with Virginia Department of Transportation in conjunction with this project in order to advance it to construction.

Given under my hand this 10th day of October 2011.

Steven C. Angle, Mayor

ATTEST:

Patricia H. Keatts, Town Clerk

EACH PROJECT CONSIDERED INDIVIDUALLY. SEPARATE APPLICATION REQUIRED FOR EACH PROJECT TO BE CONSIDERED.

REVENUE SHARING DETAILED DESIGNATION OF FUNDS FORM

FY: 2012-13 Revenue Sharing Program District: Salem
 Town of Rocky Mount # of Applications Locality is submitting: 2

PROJECT INFORMATION (Please TAB from field to field)

Locality's Priority #: 2 Route #: 919 and local road name, if available: Grassy Hill Road and Weaver Street
 State Project Number: None UPC #: 0
 Description of Work/Scope: 2,075 feet of guardrail on Grassy Hill Road and 200 feet of guardrail on Weaver Street
 From: North Main To: Edge of Town Limits
 Length: 0.43 (miles) Scope of Work: Guardrail
 Does this project provide or enhance accommodations for pedestrians & bicyclists? No
 Is this project in another locality? No If yes, please identify the locality and reason for request on the line below.

PROJECT ESTIMATES – see asterisks (*) below for info regarding how to determine info needed (Please TAB from field to field)

PHASE	*Total Estimated Project Cost	Sections below pertain to Revenue Sharing funded portion only:		
		Estimated Eligible Project Costs	*Estimated Eligible VDOT Project Expenses	****Estimated Reimbursement to Locality
PE	\$ 0	\$ 0	\$ 0	\$ 0
RW	\$ 0	\$ 0	\$ 0	\$ 0
CN	\$ 61,624	\$ 30,812	\$ 0	\$ 30,812
TOTAL	\$61,624	\$30,812	\$ 0	\$30,812

Please TAB from field to field after entering amounts. Calculate column totals by right clicking on “\$ 0” then select – “Update Field”.

- * **Total Estimated Project Cost** – this should be reflective of all projects costs we will be showing in the Agreement (and on the Appendix A).
- ** **Estimated Eligible Project Costs** – this cost is limited to the amount of Revenue Sharing funds we have for the project. Please determine the amount of Revenue Sharing funds that will be used for each phase.
- *** **Estimated Eligible VDOT Project Expenses** – this cost should reflect how much Revenue Sharing the locality has agreed can be spent for VDOT time or work. If this is a VDOT-administered project, all eligible project costs should be reflected here. If this is a locality-administered project, only those costs the locality agrees VDOT personnel can charge for time or work to project should be reflected here. (Even if it is locality-administered, there may be costs on every project for VDOT for administering SERP, inspection, plan review or other type services.)
- **** **Estimated Reimbursement to Locality** – this cost should only be shown on Revenue Sharing locality-administered projects. It should reflect the amount of VDOT matching Revenue Sharing funds that will be reimbursed to the locality, minus any VDOT expenditures if no funds were received from the locality to cover VDOT expenditures.

LOCALLY ADMINISTERED – [YES] – Please answer each additional box below

Locally Administered? Respond for each phase below	Requesting to be reimbursed? Respond for each phase below
PE: <u>Yes</u>	PE: <u>Yes</u>
RW: <u>Yes</u>	RW: <u>Yes</u>
CN: <u>Yes</u>	CN: <u>Yes</u>

PROJECT FINANCIAL INFORMATION (Please TAB from field to field)

VDOT Revenue Sharing matching funds up to \$1M requested for FY 2013: \$ 30,812 (limit this request to \$1 million)
 Locality Revenue Sharing matching funds up to \$1M requested for FY 2013: \$ 30,812 (limit this request to \$1 million)
 Additional VDOT Rev Share Matching funds over \$1M requested for FY 2013: \$ 0 (limit this request to \$9 million)
 Additional Locality Rev Share Matching funds over \$1M requested for FY 2013: \$ 0 (limit this request to \$9 million)
 Other State / Federal / Local funds (list total amount): \$ 0
 Type of other funds: _____
 Total funds on Project: (should equal total estimated cost above): \$61,624 (Right click on “\$ 0” & select “Update Field” for total)
 Has this project received Revenue Sharing funds before? No If yes, what FY(s): _____

REQUIRED ADDITIONAL APPLICATION INFORMATION (Please TAB from field to field)

Will these funds accelerate a project currently in the Commonwealth Transportation Six-Year Improvement Plan or the locality's capital plan? If yes, please provide dates below. No
 Current Advertisement Date: _____ (MM/dd/yyyy) New Advertisement Date: _____ (MM/dd/yyyy)
 Will the funds over \$1 million be utilized within 24 months from the date they are approved? N/A

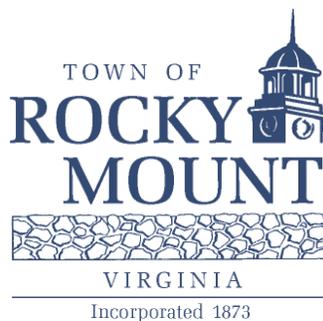
COMMENTS

Submitted by: Patrick Rust Town Planner Reviewed by: Anthony Ford
 sign here for original hard-copy submission 09/30/2011 sign here for original hard-copy submission
 Locality Official & Position _____ Date _____ VDOT Official & Position _____ Date _____

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**RESOLUTION
BY THE
ROCKY MOUNT TOWN COUNCIL
FOR ALLOCATION OF FUNDS
THROUGH THE VIRGINIA DEPARTMENT OF TRANSPORTATION
REVENUE SHARING PROGRAM**

WHEREAS, the Town Council of Rocky Mount desires to submit an application for an allocation of funds up to \$83,825 through the Virginia Department of Transportation Fiscal Year 2012-2013, Revenue Sharing Program; and

WHEREAS, \$83,825 of these funds are requested to fund the installation of sidewalks and crosswalk pedestrian signals for State Route 40 East Corridor.

NOW, THEREFORE, BE IT RESOLVED THAT the Town Council of Rocky Mount hereby supports this application for an allocation of \$83,825 through the Virginia Department of Transportation Revenue Sharing Program and that the Town Manager has the authority to sign any agreements with Virginia Department of Transportation in conjunction with this project in order to advance it to construction.

Given under my hand this 10th day of October 2011.

Steven C. Angle, Mayor

ATTEST:

Patricia H. Keatts, Town Clerk

EACH PROJECT CONSIDERED INDIVIDUALLY. SEPARATE APPLICATION REQUIRED FOR EACH PROJECT TO BE CONSIDERED.

REVENUE SHARING DETAILED DESIGNATION OF FUNDS FORM

FY: 2012-13 Revenue Sharing Program Salem District: Salem
 Town of Rocky Mount # of Applications Locality is submitting: 2

PROJECT INFORMATION (Please TAB from field to field)

Locality's Priority #: 1 Route #: 40 and local road name, if available: Old Franklin Turnpike
 State Project Number: None UPC #: 0
 Description of Work/Scope: 2,600 feet of sidewalk and pedestrian signals at four intersections
 From: Entrance Ramp to HWY 220 South To: Entrance to CVS beside Holiday Inn Express
 Length: 0.57 (miles) Scope of Work: Bikeway/Sidewalk
 Does this project provide or enhance accommodations for pedestrians & bicyclists? Yes
 Is this project in another locality? No If yes, please identify the locality and reason for request on the line below.

PROJECT ESTIMATES – see asterisks (*) below for info regarding how to determine info needed (Please TAB from field to field)

PHASE	*Total Estimated Project Cost	Sections below pertain to Revenue Sharing funded portion only:		
		Estimated Eligible Project Costs	*Estimated Eligible VDOT Project Expenses	****Estimated Reimbursement to Locality
PE	\$ 9,000	\$ 3,500	\$ 2,000	\$ 3,500
RW	\$ 1,000	\$ 500	\$ 0	\$ 500
CN	\$ 157,650	\$ 78,825	\$ 0	\$ 78,825
TOTAL	\$167,650	\$82,825	\$2,000	\$82,825

Please TAB from field to field after entering amounts. Calculate column totals by right clicking on "\$ 0" then select – "Update Field".
 * **Total Estimated Project Cost** – this should be reflective of all projects costs we will be showing in the Agreement (and on the Appendix A).
 ** **Estimated Eligible Project Costs** – this cost is limited to the amount of Revenue Sharing funds we have for the project. Please determine the amount of Revenue Sharing funds that will be used for each phase.
 *** **Estimated Eligible VDOT Project Expenses** – this cost should reflect how much Revenue Sharing the locality has agreed can be spent for VDOT time or work. If this is a VDOT-administered project, all eligible project costs should be reflected here. If this is a locality-administered project, only those costs the locality agrees VDOT personnel can charge for time or work to project should be reflected here. (Even if it is locality-administered, there may be costs on every project for VDOT for administering SERP, inspection, plan review or other type services.)
 **** **Estimated Reimbursement to Locality** – this cost should only be shown on Revenue Sharing locality-administered projects. It should reflect the amount of VDOT matching Revenue Sharing funds that will be reimbursed to the locality, minus any VDOT expenditures if no funds were received from the locality to cover VDOT expenditures.

LOCALLY ADMINISTERED – [YES] – Please answer each additional box below

Locally Administered? Respond for each phase below	Requesting to be reimbursed? Respond for each phase below
PE: <u>Yes</u>	PE: <u>Yes</u>
RW: <u>Yes</u>	RW: <u>Yes</u>
CN: <u>Yes</u>	CN: <u>Yes</u>

PROJECT FINANCIAL INFORMATION (Please TAB from field to field)

VDOT Revenue Sharing matching funds up to \$1M requested for FY 2013: \$ 83,825 (limit this request to \$1 million)
 Locality Revenue Sharing matching funds up to \$1M requested for FY 2013: \$ 83,825 (limit this request to \$1 million)
 Additional VDOT Rev Share Matching funds over \$1M requested for FY 2013: \$ 0 (limit this request to \$9 million)
 Additional Locality Rev Share Matching funds over \$1M requested for FY 2013: \$ 0 (limit this request to \$9 million)
 Other State / Federal / Local funds (list total amount): \$ 0
 Type of other funds: _____ (Right click on "\$ 0" & select "Update Field" for total)
 Total funds on Project: (should equal total estimated cost above): \$167,650
 Has this project received Revenue Sharing funds before? No If yes, what FY(s): _____

REQUIRED ADDITIONAL APPLICATION INFORMATION (Please TAB from field to field)

Will these funds accelerate a project currently in the Commonwealth Transportation Six-Year Improvement Plan or the locality's capital plan? If yes, please provide dates below. No
 Current Advertisement Date: (MM/dd/yyyy) New Advertisement Date: (MM/dd/yyyy)
 Will the funds over \$1 million be utilized within 24 months from the date they are approved? N/A

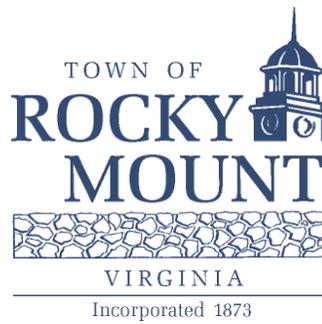
COMMENTS

Submitted by: Patrick Rust Town Planner Reviewed by: Anthony Ford
 Date: 09/30/2011 Date: _____
 Locality Official & Position Date VDOT Official & Position Date

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TOWN COUNCIL
Steven C. Angle, *Mayor*
Gregory B. Walker, *Vice Mayor*

Bobby M. Cundiff P. Ann Love
Jerry W. Greer, Sr. Bobby L. Moyer
Robert W. Strickler

Patrick Rust, *Town Planner*

**RESOLUTION
BY THE
ROCKY MOUNT TOWN COUNCIL
FOR ALLOCATION OF FUNDS
THROUGH THE VIRGINIA DEPARTMENT OF TRANSPORTATION
REVENUE SHARING PROGRAM**

WHEREAS, the Town Council of Rocky Mount desires to submit an application for an allocation of funds up to \$83,825 through the Virginia Department of Transportation Fiscal Year 2012-2013, Revenue Sharing Program; and

WHEREAS, \$83,825 of these funds are requested to fund the installation of sidewalks and crosswalk pedestrian signals for State Route 40 East Corridor.

NOW, THEREFORE, BE IT RESOLVED THAT the Town Council of Rocky Mount hereby supports this application for an allocation of \$83,825 through the Virginia Department of Transportation Revenue Sharing Program and that the Town Manager has the authority to sign any agreements with Virginia Department of Transportation in conjunction with this project in order to advance it to construction.

Given under my hand this 10th day of October 2011.

Steven C. Angle, Mayor

ATTEST:

Patricia H. Keatts, Town Clerk