Mayor
J.R. "Rudy" Burgess

Vice Mayor
Ronald Coleman

Council Members
Beverley Dalton
Jay Higginbotham
Michael Mattox
William Ferguson
Charles Edwards

Altavista Town Council
January 10, 2012 Regular Meeting Agenda
7:00 p.m. - J.R. "Rudy" Burgess Town Hall

ALL CELLPHONES AND ELECTRONIC DEVICES ARE TO BE SILENCED OR TURNED OFF IN COUNCIL CHAMBERS.

6:45 P.M. Finance Committee

Regular Council Meeting (7:00 p.m.)

1) **Call to Order**

2) **Invocation**

3) **Approval of Minutes – December 13, 2011 meeting** (Tab 2)

4) **Review of Invoices – Check Register December** (Tab 3)

5) **Financial Statements** (Tab 4)
   a) Revenue Report December
   b) Expenditure Report December
   c) Quarterly Investment Report

6) **PUBLIC COMMENT PERIOD:** Notes on Comment Period – Each speaker is asked to limit comments to 3 minutes and the total period for all speakers will be 15 minutes or less. Council is very interested in hearing your concerns; however speakers should not expect Council action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda. Thank you for your consideration of the Town Council, staff and other speakers.

7) **SPECIAL ITEMS OR RECOGNITIONS** (Tab 5) (5 minutes, if needed)

8) **PUBLIC HEARINGS** (Tab 6) (Estimated Time: 30 minutes)

   a) Public Hearing for citizen input regarding the proposal to designated the alley in Block 8 (behind the Post Office) from Seventh Street to Washington Street, one way with entrance from Seventh Street.

PUBLIC HEARINGS (Tab 6) Continued

b) Public Hearing for citizen input regarding the proposed COMCAST Franchise Ordinance.

9) **STANDING COMMITTEE/COMMISSION/BOARD REPORTS** (Tab 7) (Estimated Time: 10 minutes)
   a) Council Committees
      i) Finance Committee (Coleman)
      ii) Police Committee (Mattox)
      iii) Public Works Committee (Ferguson)
      iv) Utility Committee (Dalton)
   b) Others

10) **NEW BUSINESS** (Tab 8) (Estimated Time:)

11) **UNFINISHED BUSINESS** (Tab 9) (Estimated Time: 10 minutes)
   a) Economic Development Plan

12) **MANAGER's REPORT** (Estimated Time: 5 minutes)
   a) Project Updates (Tab 10)
   b) Reports (Tab 11)
      i) Departmental
      ii) Others
   c) Other Items as Necessary
   d) Informational Items (Tab 12)

13) **Matters from Town Council**

14) **CLOSED SESSION** – If one is called, the General Statue(s) allowing the Closed Session will be cited in the motion.

15) **Adjournment**

Notice 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 Altavista, 510 Seventh Street, Altavista, VA 24517 or by calling (434) 369-5001.

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.

TOWN COUNCIL AGENDA

The agenda items listed below may be viewed at Town Hall during normal business hours:

3) **Minutes**
4) **Check Register**
5) **Financial Reports**
   * **Revenue Report**
   * **Expenditure Report**

All other items are listed below.

Town Council Agenda Form

Agenda Placement: **Public Hearing**
(Public Hearings, Special Presentations, Requests & Communications, Consent, Unfinished, New Business, Closed Session

Other Action to be Taken: **N/A**
(N/A; For Information Only; Forward to Planning Commission; Refer to Staff; or Defer Action)

Subject Title: One way Alley Consideration (Block 8 (behind Post Office) – Seventh Street to Washington Street.

Presenter(s): Town Manager Meeting Date: January 10, 2012

Town of Altavista Virginia
A place to live, a way to live.

Packet: Tab 6

RE: Agenda Item: 8a

SUBJECT HIGHLIGHTS:

PUBLIC HEARING: Consideration of the Proposed Designation of alley on Block 8 extending from Seventh Street to Washington Street to One Way from Seventh Street.

Background

Last month, the Town Council considered issues regarding traffic in the alley behind the Post Office. Based on this discussion, it was decided that a public hearing would be conducted to reach citizen's input as to the feasibility of making said alley one way from Seventh Street to Washington Street.

The purpose of this public hearing is to receive citizen comment on the proposed designation of the alley in Block 8 from Seventh Street to Washington Street as one way from Seventh Street.

ATTACHMENTS: Notice of Public Hearing; Proposed Ordinance; Maps

PROCEDURE:
1) Mayor Opens Public Hearing
2) Report by Staff/Consultant
3) Statements by interested parties
4) Questions from the Council members
5) Discussions among Council members
6) Action by Council

Possible Action(s):

Council has the option, after receiving citizen input of the following:

1) Approve the attached ordinance amendment (Section 74-131) which would designate the alley as one way from Seventh Street to Washington Street.

2) Defer Action

TOWN OF ALTAVISTA

NOTICE OF PUBLIC HEARING

PROPOSED ORDINANCE TO MAKE ALLEY
BEHIND POST OFFICE ONE-WAY

The Council of the Town of Altavista will hold a public hearing at its regular monthly meeting on Tuesday, January 10, 2012 at 7:00 P.M. in the Council Room at Town Hall, 510 Seventh Street. The purpose of this public hearing is to consider a proposal to change the traffic pattern on the alley between 7th Street and Washington Street behind the U. S. Post Office from two-way traffic to one-way from 7th Street to Washington Street.

A copy of the proposed ordinance effecting the change is available at the Town Office.

All interested parties are invited to attend and comment on the proposed ordinance.

J. Waverly Coggsdale, III
Town Manager
Town of Altavista

An Ordinance to repeal, amend and re-ordain Section 74-131 to the Code of the Town of Altavista, 1968, relating to establishment of one-way streets.

Be it ordained by the Town Council of the Town of Altavista:

1. That Section 74-131 of the Code of the Town of Altavista, 1968, be repealed, amended and re-ordained as follows:

Sec. 74-131. <u>One-way streets</u> established.

The following streets are established and designated as one-way streets and, except as provided in section 74-132, it shall be unlawful for any vehicle to be driven or moved on such streets in a direction other than as set forth in the following:

(1) On Tenth Street extending from Broad Street to ~~School~~ <u>Grace</u> Street, the traffic shall only proceed from Broad Street in the direction of ~~School~~ <u>Grace</u> Street.

(2) On ~~School~~ <u>Grace</u> Street extending from Tenth Street to Eleventh Street, the traffic shall only proceed from Tenth Street in the direction of Eleventh Street.

(3) On Eleventh Street extending from ~~School~~ <u>Grace</u> Street to Broad Street, the traffic shall only proceed from ~~School~~ <u>Grace</u> Street in the direction of Broad Street.

(4) On the alley in Block 7 extending from Seventh Street to Main Street, the traffic shall only proceed from Seventh Street in the direction of Main Street.

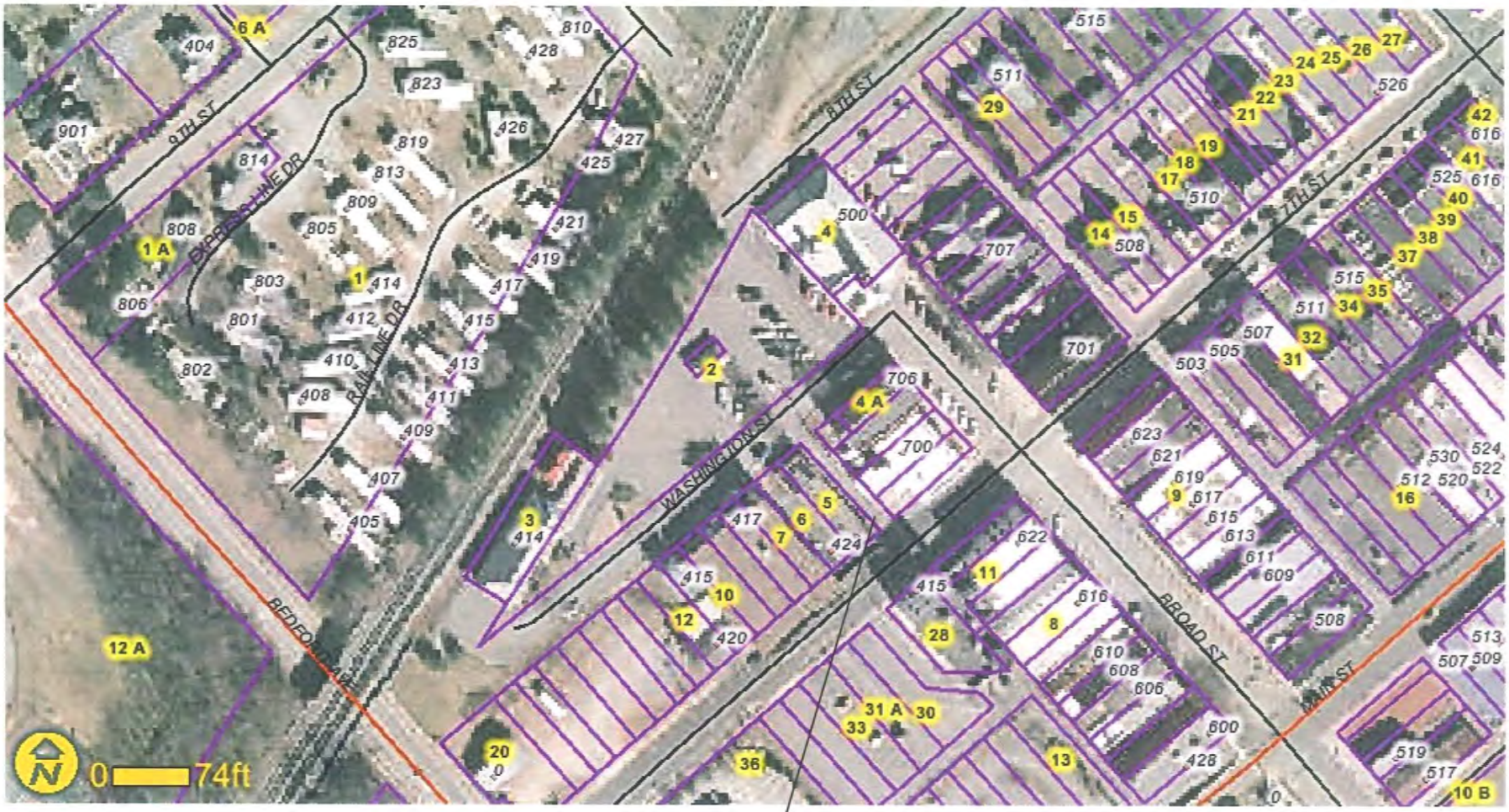
(5) On the alley in Block 14 extending from Broad Street to Campbell Avenue, no traffic shall enter from Broad Street.

<u>(6) On the alley in Block 8 extending from Seventh Street to Washington Street, no traffic shall enter from Washington Street.</u>

This section shall become effective as to any such one-way street when signs have been provided therefor as set out in section 74-132.

(2) This Ordinance shall become effective immediately upon passage by the Council of the Town of Altavista.

10/ta/O-74-131



Alley proposed for
One Way Designation
from Seventh Street to
Washington Street

Alley looking east from Washington Street

Alley looking west from Seventh Street

Town Council Agenda Form

Agenda Placement: **Public Hearing**
(Public Hearings, Special Presentations, Requests & Communications, Consent, Unfinished, New Business, Closed Session

Other Action to be Taken: **N/A**
(N/A; For Information Only; Forward to Planning Commission; Refer to Staff; or Defer Action)

Subject Title: **COMCAST Cable Franchise Renewal**

Presenter(s): Town Attorney Meeting Date: January 10, 2012

Town of Altavista Virginia
A place to live, a way to live.

Packet: Tab 6

RE: Agenda Item: 8b

SUBJECT HIGHLIGHTS:

PUBLIC HEARING: Consideration of the proposed cable franchise renewal for COMCAST for a fifteen year period.

Background

Previously, the Town was approached by COMCAST in regard to the franchise agreement that was going to expire. At that time, the Town Council appointed two members to work with two members of the Hurt Town Council to have discussions with COMCAST in regard to a cable franchise renewal. The group, along with the Town Attorney and the Town Manager, met several times and modeled the recommended renewal after a recently approved agreement with South Boston. Town Attorney John Eller will address Council in regard to the proposed cable franchise renewal and a representative from COMCAST will be on hand for clarification or to answer questions.

The purpose of this public hearing is to receive citizen comment on the proposed cable franchise renewal for COMCAST for a fifteen year period.

ATTACHMENTS: Notice of Public Hearing; Proposed cable franchise renewal

PROCEDURE:
1) Mayor Opens Public Hearing
2) Report by Staff/Consultant
3) Statements by interested parties
4) Questions from the Council members
5) Discussions among Council members
6) Action by Council

Possible Action(s)

Council has the option, after receiving citizen input of the following:

1) Approve the attached ordinance amendment (Section 74-131) which would designate the alley as one way from Seventh Street to Washington Street.
2) Defer Action

TOWN OF ALTAVISTA

NOTICE OF PUBLIC HEARING

COMCAST CABLE FRANCHISE RENEWAL

The Altavista Town Council will hold a public hearing at Council's regular monthly meeting on January 10, 2012 at 7:00 P.M. in the Altavista Town Hall the subject of which hearing is the proposed ordinance granting Comcast a renewal franchise to operate a cable system in the Town for a period of fifteen years.

The public is invited to attend and comment on the proposed renewal franchise ordinance and to comment on the following issues:

- Whether the cable operator has substantially complied with the material terms of the existing franchise and with applicable law;
- Whether the quality of the operator's service, including signal quality, response to consumer complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the system, has been reasonable in light of community needs;
- Whether the operator has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the operator's proposal; and
- Whether the operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

A copy of the said proposed renewal franchise ordinance is available for inspection at the Altavista Town Hall Monday – Friday from 8:00 A.M. to 5:00 P.M.

J. Waverly Coggsdale, III, Clerk
Town of Altavista

10/ta/noticeofhearing-ComcastCableFranchiseRenewal

CABLE FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Town of Altavista, a political subdivision of the Commonwealth of Virginia (hereinafter, "Franchising Authority") and Comcast of Connecticut/Georgia/ Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC (hereinafter, "Grantee").

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

Pursuant to Article 1.2 of the Code of Virginia, as amended, Virginia Code §§ 15.2-2108.19 et seq. (the "Virginia Code"), and the Cable Act (as hereafter defined), this Franchise Agreement constitutes a negotiated franchise renewal.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Code of Virginia, Article 1.2, § 15.2-2108.19, and the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), unless otherwise defined herein.

1.1 "Act" means the Communications Act of 1934.

1.2 "Affiliate", in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.3 "Basic service tier" means the service tier that includes (i) the retransmission of local television broadcast channels and (ii) public, educational, and governmental channels required to be carried in the basic tier.

1.4 "Cable Operator" means any Person or group of Persons that (A) provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or (B) otherwise controls or is responsible for, through any arrangement, the management and operation of a Cable System. Cable Operator does not include a provider of wireless or direct-to-home satellite transmission service.

1.5 "Cable Service" means the one-way transmission to Subscribers of (i) video programming or (ii) other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Cable service does not include any video programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332(d).

1.6 "Cable System" or "System" means any facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable

Service that includes video programming and that is provided to multiple Subscribers within a community, except that such definition shall not include (i) a system that serves fewer than 20 Subscribers; (ii) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (iii) a facility that serves only Subscribers without using any public right-of-way; (iv) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, 47 USC § 201 et seq., except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (v) any facilities of any electric utility used solely for operating its electric systems; (vi) or any portion of a System that serves fewer than 50 Subscribers in any locality, where such portion is part of a larger System franchised in an adjacent locality; or (vii) an open video system that complies with § 653 of Title VI of the Communications Act of 1934, as amended, 47 U.S.C. § 573.

1.7 "Customer" or "Subscriber" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee's express permission.

1.8 "Effective Date" means the date on which this Ordinance Cable Franchise Agreement, with any necessary executed signatures, is enacted into law.

1.9 "FCC" means the Federal Communications Commission or successor governmental entity thereto.

1.10 "Force majeure" means an event or events reasonably beyond the ability of Grantee to anticipate and control. "Force majeure" includes, but is not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes, governmental actions and restrictions, work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which Grantee's facilities are attached or to be attached or conduits in which Grantee's facilities are located or to be located, and unavailability of materials or qualified labor to perform the work necessary.

1.11 "Franchise" means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.12 "Franchise Agreement" or "Agreement" shall mean this Ordinance Cable Franchise Agreement and any amendments or modifications hereto.

1.13 "Franchise Area" means the present legal boundaries of the Franchising Authority as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.14 "Franchising Authority" means the Town or the lawful successor, transferee, designee, or assignee thereof.

1.15 "Grantee" shall mean Comcast of Connecticut/Georgia/Massachusetts/ New Hampshire/New York/North Carolina/Virginia/Vermont, LLC.

1.16 "Ordinance" includes a resolution.

1.17 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

1.18 "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

1.19 "Interactive on-demand services" means a service providing video programming to Subscribers over switched networks on an on-demand, point-to-point basis, but does not include services providing video programming prescheduled by the programming provider.

1.20 "Transfer" means any transaction in which (i) an ownership or other interest in the Grantee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that majority control of the Grantee is transferred; or (ii) the rights and obligations held by the Grantee under the Franchise granted under this Franchise Agreement are transferred or assigned to another Person or group of Persons. However, notwithstanding clauses (i) and (ii) of the preceding sentence, a transfer of the Franchise shall not include (a) transfer of an ownership or other interest in the Grantee to the parent of the Grantee or to another Affiliate of the Grantee; (b) transfer of an interest in the Franchise granted under this Franchise Agreement or the rights held by the Grantee under the Franchise granted under this Franchise Agreement to the parent of the Grantee or to another Affiliate of the Grantee; (c) any action that is the result of a merger of the parent of the Grantee; (d) any action that is the result of a merger of another Affiliate of the Grantee; or (e) a transfer in trust, by mortgage, or by assignment of any rights, title, or interest of the Grantee in the Franchise or the System used to provide Cable Service in order to secure indebtedness.

1.21 "Video programming" means programming provided by, or generally considered comparable to, programming provided by a television broadcast station.

SECTION 2 - Grant of Authority

2.1 Franchise. The Franchising Authority hereby grants to Grantee, under the Virginia Code and the Cable Act, a nonexclusive Franchise authorizing Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways and easements within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may

be necessary or appurtenant to the Cable System. Nothing in this Franchise Agreement shall be construed to prohibit Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

2.2 Right to Use and Occupy Not Exclusive. The right and privilege to use and occupy the Franchising Authority's streets, rights-of-way, alleys, Public Ways and places for the purposes herein set forth shall not be exclusive and the Franchising Authority reserves the right to grant the nonexclusive use of the same Public Ways and easements to any other Person at any time during the period of this Franchise Agreement and any extension hereto.

2.3 Term of Franchise. The term of this Franchise Agreement granted hereunder shall be fifteen (15) years, commencing upon the Effective Date of this Franchise Agreement, unless this Franchise Agreement is renewed or is lawfully sooner terminated in accordance with the terms of this Franchise Agreement and the Virginia Code and the Cable Act.

2.4 Renewal. Any renewal of this Franchise Agreement shall be governed by and comply with the provisions of the Virginia Code and Section 626 of the Cable Act.

2.5 Reservation of Authority. Nothing in this Franchise Agreement shall be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority.

2.6 Competitive Equity. Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional Franchises to provide Cable Service within the Franchise Area. To the extent permitted by law, if any such additional or competitive Franchise is granted by the Franchising Authority which, in the reasonable opinion of Grantee, contains more favorable or less burdensome terms or conditions than this Franchise Agreement, the Franchising Authority agrees that it shall amend this Franchise Agreement to include any such more favorable or less burdensome terms or conditions.

2.6.1 In the event an application for a new cable television Franchise is filed with the Franchising Authority proposing to serve the Franchise Area, in whole or in part, the Franchising Authority shall serve or require to be served a copy of such application upon Grantee by registered or certified mail or by a nationally recognized overnight courier service.

2.6.2 In the event that a Multi-Channel Video Programming Distributor ("MVPD") provides service to the residents of the Franchising Authority under a federal Franchise that is unavailable to Grantee, Grantee shall have a right to request amendments to this Franchise Agreement that relieve Grantee of regulatory burdens that create a competitive disadvantage to Grantee. In requesting amendments, Grantee shall file a petition seeking to amend this Franchise Agreement. Such petition shall: (1) indicate the presence of a competitor that has a federal Franchise; (2) identify the basis for Grantee's belief that certain provisions of the Franchise Agreement place Grantee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The Franchising Authority shall not unreasonably oppose Grantee's petition.

SECTION 3 – Construction and Maintenance of the Cable System

3.1 Construction Standards.

(A) All installation of electrical equipment shall be of a permanent nature, durable, and installed in accordance with applicable provisions of federal and state law governing the construction or installation of such equipment.

(B) Antennas and their supporting structures (tower) shall be painted, lighted, erected, and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable state or local laws, codes, and regulations.

(C) All of Grantee's plant and equipment, including, but not limited to, the antenna site, headend and distribution system, towers, house connections, structures, poles, wire, fiber optic cable, coaxial cable, fixtures, and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained, and operated in accordance with good engineering practices, performed by experienced maintenance and construction personnel so as not to endanger or interfere with improvements the Franchising Authority may deem appropriate to make or to interfere in any manner with the rights of any property owner, or to unnecessarily hinder or obstruct pedestrian or vehicular traffic.

(D) Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury, or nuisance to Persons or property.

(E) Grantee shall design, construct, operate, and maintain the Cable System at all times so that signals carried are delivered to Customers without material degradation in quality.

3.2 Permits and General Obligations. Grantee shall obtain, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough, and reliable manner using materials of good and durable quality. If during the course of Grantee's construction, operation, or maintenance of the Cable System, there occurs a disturbance of any Public Way by Grantee, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance. All transmission and distribution structures, poles, other lines, and equipment installed by Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.3 Conditions of Street Occupancy.

3.3.1 New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then Grantee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than ten (10) business days) and at Grantee's own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any Person using such street or public right-of-way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall make application for such funds on behalf of Grantee.

3.3.2 Reservation of Street Rights.

(A) Nothing in this Franchise Agreement shall be construed to prevent the Franchising Authority from constructing, maintaining, repairing, or relocating sewers; grading, paving, maintaining, repairing, relocating, and/or altering any street; constructing, laying down, repairing, maintaining, or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

(B) All such work shall be done, insofar as reasonably practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of the poles, wires, conduits, conductors, pipes, or appurtenances of the Franchising Authority.

(C) If any such property of Grantee shall interfere with the construction or relocation, maintenance, or repair of any street or public improvement, whether it be construction, repair, maintenance, removal, or relocation of a sewer, public sidewalk, water main, street, or any other public improvement, at least thirty (30) days' notice, except in emergency circumstances, shall be given to Grantee by the Franchising Authority and all such poles, wires, conduits, or other appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by the Franchising Authority so that the same shall not interfere with the said public work of the Franchising Authority, as determined by the Franchising Authority, and such removal or replacement shall be at the expense of Grantee. Should any utility company or other entity be reimbursed for relocation of its facilities as part of the same work that requires Grantee to remove its facilities, Grantee shall be reimbursed upon the same terms and conditions as such utilities or other entities or shall be permitted to share proportionately with utility companies in any federal, state, or local grant for community development purposes.

3.3.3 Relocation at Request of the Franchising Authority. Upon its receipt of reasonable advance notice, not to be less than ten (10) business days, except in emergency circumstances, Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of Grantee when lawfully required by the Franchising Authority or other governmental authority or agency of the federal government, by reason of traffic conditions, public safety, street abandonment, freeway or street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority, or other governmental authority or agency of the federal government, but Grantee shall in all cases have the right of abandonment of its property, provided that all current Customers to the Cable System are retained. If public funds are available to any utility company, excepting the Franchising Authority's utility services, using such street, easement, or right-of-way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to Grantee in accordance with the applicable law.

3.3.4 Relocation at Request of Third Party. Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) Grantee may impose a reasonable charge on such Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) Grantee is given not less than ten (10) business days' advance written notice to arrange for such temporary relocation.

3.3.5 Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, Grantee disturbs, alters, or damages any Public Way, Grantee agrees that Grantee shall, at its own cost and expense, replace and restore any such Public Way to a

condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

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

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

3.3.8 Use of Existing Poles. Grantee shall not erect, for any reason, any pole on or along any street in an existing aerial utility system without the advance written approval of the Franchising Authority, which approval shall not be unreasonably withheld. However, nothing in the preceding sentence shall require the Franchising Authority to change any applicable zoning law or ordinance or to grant a variance or special use permit outside of the customary zoning process.

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

SECTION 4 - Service Obligations

4.1 General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and is within one (1) mile as measured in strand footage from the nearest point on the Cable System trunk or feeder line from which a usable cable signal can be obtained. For purposes of this section, a home shall be counted as a "dwelling unit" if, and only if, such home is within four hundred (400) feet of the public right of way. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred and twenty-five (125) feet of the Grantee's distribution cable at the standard installation rate. Should, through new construction, an area within the Franchise Area meet the density requirements, Franchisee shall provide Cable Service to such area within one (1) year after it confirms that the density requirements have been met following notice from the Franchising Authority that one or more residents has requested service.

Any resident or group of residents not otherwise qualifying to receive service under this section may receive service if they agree in writing to pay to Franchisee the cost of construction, including materials,

labor, and the total cost of any easement(s) necessary to accomplish the proposed line extension. One half of the cost of construction shall be paid to the Franchisee prior to engineering and the balance shall be paid prior to installation.

4.2 New Developments. The Franchising Authority shall provide Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. To the extent not prohibited by applicable law, the Franchising Authority agrees to require the developer, as a condition of issuing the permit, to give Grantee access to open trenches for deployment of cable facilities and at least ten (10) business days' written notice of the date of availability of open trenches. The developer shall be responsible for the digging and backfilling of all trenches. Grantee shall be responsible for engineering and deployment of labor applicable to its cable facilities.

4.3 No Discrimination. The Grantee shall not discriminate or permit discrimination between or among any Persons in the availability of Cable Services or other services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied; provided, however, that the Grantee may deny service for good cause, including but not limited to theft of Franchisee's services, vandalism of its property, or abuse or harassment of its representatives. Nothing contained herein shall prohibit the Franchisee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice. Grantee shall assure that access to cable services is not denied to any group of potential residential cable subscribers because of the income of the residents of the local area in which such group resides.

4.4 Prohibition Against Reselling Service. The Franchising Authority acknowledges and agrees that Grantee shall have the right to prohibit any Person from reselling, without the express prior written consent of Grantee, any Cable Service, program, or signal transmitted over the Cable System by Grantee.

4.5 PEG Access. Use of channel capacity for public, educational or governmental ("PEG") access shall be provided on the most basic tier of service offered by Grantee in accordance with federal law. Grantee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG access use. A PEG access user - whether an individual, educational or governmental user - acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Grantee shall not exercise editorial control over any PEG access use of channel capacity, except Grantee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity. The Franchising Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall insure that the PEG Access Channel will be available on a first-come non-discriminatory basis.

4.6 Activation of PEG Access Channel. At such time as the Franchising Authority provides Grantee with at least sixty (60) days written notice, Grantee shall designate capacity on one channel on the cable system, which may be a digital channel at Grantee's option, for public, educational, and/or governmental video programming provided by the Franchising Authority (the "PEG Access Channel"). Unused capacity may be utilized by Grantee subject to the provisions for "fallow time" below.

4.7 Grantee Use of Fallow Time. Because blank or underutilized channels are not in

the public interest, in the event the Franchising Authority elects not to fully program its Channel, Grantee may program unused time on such Channel subject to reclamation by the Franchising Authority upon no less than sixty (60) days notice.

4.8 Indemnification. The Franchising Authority shall indemnify Grantee for any liability, loss, or damage it may suffer due to violation of the intellectual property rights of third parties on the PEG Access Channel and from claims arising out of the Town's rules for or administration of PEG access.

4.9 Maintenance of Character Generator. The Town currently makes use of a character generator to place programming on the channel. Grantee shall continue to maintain such a character generator during the term hereof and repair or replace it if necessary.

SECTION 5 - Customer Service Standards; Customer Bills; and Privacy Protection

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

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

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

SECTION 6 - Oversight and Regulation by Franchising Authority

6.1 Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right, but not the obligation, to oversee, regulate, and, on reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction, operation, and maintenance of the Cable System in the Franchise Area, and all parts thereof, as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

6.2 Technical Standards. Grantee shall comply with all applicable technical standards set forth in the FCC's regulations at 47 C.F.R. §§ 76.601 to 76.640, as amended. To the extent those standards are altered, modified, or amended during the term of this Franchise Agreement, Grantee shall comply with such altered, modified, or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's regulations.

6.3 Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. Except as required by law, the Franchising Authority agrees to treat any information disclosed by Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. Grantee shall

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

6.3.1 Books and Records. Throughout the term of this Franchise Agreement, the Grantee agrees that the Franchising Authority, upon reasonable prior written notice to the Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. Such books and records shall include any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters that may be the subject of an inspection by the Franchising Authority shall be retained by the Grantee for a minimum period of three (3) years.

6.4 Reporting. Upon written request, the Grantee may be required to submit annual reports to the Franchising Authority to allow it to monitor Grantee's compliance with customer service standards.

SECTION 7 – Transfer or Change of Control of Cable System or Franchise

7.1 Consent for Transfer. No Transfer of this Franchise Agreement or the Franchise granted herein shall occur without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld, delayed, or conditioned. No Transfer shall be made to a Person, group of Persons, or Affiliate that is not legally, technically, and financially qualified to operate the Cable System and satisfy the obligations hereunder. Consent of the Franchising Authority to a Transfer shall not constitute a waiver of the Franchising Authority's rights hereunder.

7.2 Procedure for Requesting Consent. Within thirty (30) days of receiving a notice of transfer, the Franchising Authority may, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires regarding the legal, financial, and technical qualifications of the transferee or new controlling party.

7.3 Criteria. In reviewing a request for Transfer of this Franchise Agreement or the Franchise granted herein, the Franchising Authority may inquire into the legal, technical, and financial qualifications of the prospective transferee. Grantee shall provide the Franchising Authority with the relevant financial and technical information with respect to the proposed transferee. Upon a demonstration of the transferee's qualifications, as set forth above, the Franchising Authority will not unreasonably withhold its approval of the Transfer.

SECTION 8 - Insurance and Indemnity

8.1 Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Franchising Authority certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars ($1,000,000.00) for bodily injury or death to any one person, and One Million Dollars ($1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars ($1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Franchising Authority from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement

8.2 Indemnification. The Grantee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that result from the Grantee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 9 – System Description and Service

9.1 System Capacity. During the term of this Franchise Agreement, the Cable System shall be capable of providing a minimum of eighty (80) channels of Video Programming with satisfactory reception available to all Customers in the Franchise Area.

9.2 Service to School and Government Buildings. Upon receipt of a written request by an authorized representative of the Franchising Authority, the Grantee shall provide free basic tier Cable Service and free installation at one outlet to each public school, fire station, police station, library and other local building used for government purposes located in the Franchise Area within 200 feet of the Grantee's distribution cable. The excess cost for extending service to buildings not within 200 feet of the Grantee's distribution cable shall be paid by the entity requesting service.

9.3 Compatibility. If the Video Programming signals of the Cable Service provided, pursuant to subsection 9.2 above, are incompatible with television sets then used at any buildings in the Franchise Area used for non-residential government purposes, Grantee shall at no cost to the Franchising Authority or other affected agency, division, or department provide up to three (3) Digital Transport Adapters (DTAs) at each building to allow reception of such Video Programming signals.

SECTION 10 - Enforcement of Franchise

10.1 Non-compliance procedures. Should the Franchising Authority believe that the Grantee has not complied with any of the provisions of this Franchise Agreement, it shall: (i) informally discuss the matter with the Grantee and (ii) notify the Grantee in writing of the exact nature of the alleged noncompliance if the discussions described in the foregoing clause (i) do not lead to resolution of the alleged noncompliance. The Grantee shall have fifteen (15) days from receipt of this written notice to: (a)

respond to the Franchising Authority, if the Grantee contests, in whole or in part, the assertion of noncompliance; (b) cure such default; or (c) in the event that, by the nature of default, such default cannot be cured within the 15-day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed. The Franchising Authority shall schedule a public hearing in the event that the Grantee fails to respond to the written notice pursuant to these procedures or in the event that the alleged default is not remedied within thirty (30) days of the date projected above if the Franchising Authority intends to continue its investigation into the default. The Franchising Authority shall provide the Grantee at least thirty (30) business days prior written notice of such hearing, which will specify the time, place, and purpose.

SECTION 11 - Foreclosure, Receivership, and Abandonment

11.1 Foreclosure. Upon the foreclosure or other judicial sale of the Cable System, Grantee shall notify the Franchising Authority of such fact and such notification shall be treated as a Transfer.

11.2 Receivership. The Franchising Authority shall have the right to cancel this Franchise Agreement subject to any applicable provisions of federal and state law, including, without limitation, federal bankruptcy law, one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(A) Within one hundred twenty (120) days after his election or appointment, such receiver or trustee shall have complied with all the material provisions of this Franchise Agreement and remedied all defaults thereunder; and

(B) Such receiver or trustee, within said one hundred twenty (120) days, shall have executed an agreement, duly approved by the Court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise Agreement.

11.3 Abandonment. Grantee may not abandon any portion of the Cable System without having first given three (3) months' written notice to the Franchising Authority.

SECTION 12- Miscellaneous Provisions

12.1 Emergency Use of Cable System. Grantee will comply with the FCC's emergency alert system requirements throughout the term of this Franchise Agreement.

12.2 Force Majeure. Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation, or revocation of this Franchise Agreement), where such noncompliance or alleged defaults occurred or were caused by events which constitute a Force Majeure.

12.3 Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable private courier service which provides evidence of receipt as part of its service and addressed as follows:

To the Franchising Authority:

Town of Altavista
PO Box 420
Altavista, Virginia 24517
Attn: Town Manager

To the Grantee:

Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC
21 S. Bruffey Street
Salem, VA 24153
Attn: Government Affairs Department

With copies to:

Comcast Cable
1301 McCormick Dr., 4th Floor
Largo, MD 20774
Attn.: Government Affairs Department

And to:

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

Either party may change the address number to which notices hereunder are to be sent to it by giving written notice of such change in the manner herein provided. A notice given hereunder shall be deemed given on the date of hand delivery, deposit with the United States Postal Service properly addressed and postage prepaid, or delivery to a courier service properly addressed with all charges prepaid, as appropriate.

12.4 Entire Agreement. This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Franchising Authority and Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements, and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

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

12.6 Governing Law. This Franchise Agreement shall be deemed to be executed in the Commonwealth of Virginia, and shall be governed in all respects, including validity, interpretation, and effect, and shall be construed in accordance with the laws of the Commonwealth of Virginia, as applicable to contracts entered into and performed entirely within the Commonwealth.

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

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

12.9 No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, express or implied, substantive or procedural, that Grantee or the Franchising Authority may have under federal or state law unless such waiver is expressly stated herein.

12.10 Franchise Binding. This Franchise Agreement shall be binding on successors, assigns, and transferees of the parties.

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

Attest:

_____

Town of Altavista

By: _____
Name: _____
Title: _____

Attest:

_____

Comcast of Connecticut/Georgia/Massachusetts/ New Hampshire/New York/North Carolina/ Virginia/Vermont, LLC

By: _____
Name: _____
Title: _____

Date: _____

FINANCE COMMITTEE REPORT

The Finance Committee met on Thursday, January 5, 2012 to discuss items that had been placed on their agenda. The following items are submitted for Council's consideration:

I: Altavista Community Transit System grant application

The Committee reviewed information submitted by Assistant Town Manager Dan Witt in regard to the proposed budget for the ACTS for FY2013. Based on the attached information, the town's matching portion for the grant would be $35,000. The Committee recommends authorizing staff to apply for the annual grant funding based on the submitted budget.

Attachment: ACTS Budget information

POSSIBLE MOTION/ACTION:

"I move that staff be authorized to apply for funding for ACTS for FY2013."

The remaining information is FYI; no action is requested at this time.

II: Budget

The Committee discussed issues regarding compensation/salary range adjustments, health insurance costs and overtime/comp time policies that may impact the FY 2013 budget. Staff will provide data that reflects salaries as remaining level, with a 1% increase and a 2% increase for discussion purposes. In addition, staff will provide additional information in regard to health insurance; premium rate information is expected in early February.

III: Altavista Fire Company loan discussion

The Committee revisited the possibility of assisting the fire company with paying off their loan, it was decided that once the Council concludes its discussion about its finances, it will be in a better position to address the fire department loan.

Members Present: Coleman, Mattox and Dalton

Town of
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MEMORANDUM

To: Waverly Coggsdale, Town Manager

From: Dan Witt, Assistant Town Manager

Date: December 29, 2011

Re: Transportation Grant (DRPT)

The grant application to continue the operation of the ACTS bus system is due before the end of January each year. This requires that Town Council give staff the authority to make this application which in turn requires tentative approval of the local match for the grant. I worked with the guidelines set forth by Town Council to reduce my operational budget by 4% and my CIP budget by 10%. The 10% reduction in the CIP did not have clear guidelines as the CIP budget varies from year to year, depending on projects and equipment needs. Therefore, I used the actual amount in my original FY2013 budget and reduced that amount.

My proposed operational budget is reduced by 8% with a projected revenue increase of 75%. *The overall reduction in operations is **10%**.* For the *CIP, I reduced that line item by **13%*** by changing from a mid size to compact SUV.

I would ask that the Finance Committee review this request, make a recommendation to Town Council at its January 2012 meeting and that I be authorized to complete the grant application.

To update on riders, yesterday we went over 11,000 riders for the year and through the end of November we were averaging over 35 riders per day. Revenue for the year is over $3,000.

Attached are the proposed budgets but below is a summary.

	FY2012 Budget	Proposed FY2013
Total Expenses	$88,000	$81,220
Revenue	$ 2,000	$ 3,500
Federal Funds	$43,000	$38,860
State Funds	$13,000	$11,658
Local Funds	$30,000	$27,202

CIP Proposed for FY2013 was $55,000 but now reduced to $38,000 with 80/20% match.

Total requested to apply for the grant from the Town is <u>$35,000</u>.

Transportation Operational Budget Work Sheet FY2013						
			Budget FY2012	*Actual-Jn-Dec 2011*	Proposed FY2013	Difference
2110	**Salaries & Wages**	010-6101-403-10-02 & 04	$52,000	*$50,274.24*	$47,000.00	$5,000.00
2120	**Fringe Benefits**	010-6101-403-20-02 thru 20-10	$6,500	*$8,043.02*	$7,520.00	-$1,020.00
2130	**Education/Training**	010-6101-403-50-26	$1,000	*$531.52*	$800.00	$200.00
2210	**Cleaning Supplies**	010-6101-403-60-18	$500	*$162.99*	$500.00	$0.00
2220	**First Aid**	010-6101-403-60-14	$200	*$0.00*	$100.00	$100.00
2231	**Motor Fuels**	010-6101-403-60-06	$12,000	*$14,153.57*	$14,500.00	-$2,500.00
2232	**Tires & Tubes**	010-6101-403-60-08	$2,500	*$19.53*	$1,500.00	$1,000.00
2233	**Parts**	010-6101-403-60-08	$1,500	*$1,147.40*	$1,500.00	$0.00
2240	**Office Supplies**	010-6101-403-60-02	$500	*$135.64*	$300.00	$200.00
2310	**Travel**	010-6101-403-50-24	$500	*$299.95*	$500.00	$0.00
2320	**Communication**	010-6101-403-50-08	$1,500	*$1,082.98*	$1,500.00	$0.00
2340	**Printing**	010-6101-403-60-14	$1,000	*$0.00*	$500.00	$500.00
2350	**Contract Repairs**	010-6101-403-30-08	$500	*$0.00*	$0.00	$500.00
2360	**Advertising**	010-6101-403-30-06	$2,500	*$1,913.22*	$2,500.00	$0.00
2399	**Drug Testing**	010-6101-403-30-16	$800	*$730.90*	$800.00	$0.00
2450	**Insurance**	010-6101-403-50-12	$1,500	*$955.63*	$1,500.00	$0.00
2460	**Indirect costs**	010-6101-403-50-33	$2,000	*$0.00*	$0.00	$2,000.00
2480	**Professional Serv**	010-6101-403-30-14	$1,000	*$0.00*	$200.00	$800.00
2490	**Other Fixed Costs**	010-6101-403-50-35	$0		$0.00	$0.00
						$0.00
2000	**Total Expenses**		**$88,000**	***$79,450.59***	**$81,220.00**	**$6,780.00**
1520	Passenger Revenue	010-0000-307-10-00	**$2,000**		**$3,500.00**	**$1,500.00**
1900	Other Revenue					
	Operations-Revenue		**$86,000**		**$77,720.00**	**$8,280.00**
1400	State and Local	010-0000-341-13-00	**$43,000**		**$38,860.00**	**$4,140.00**
	Proposed reduction in Operational budget		**8%**			
	Proposed increase in revenue		**75%**			
	Proposed **reduction** in Transportation Operational Budget		**10%**			

Transportation

FY2013-2017
Capital Improvements Program

Department: Transportation

Description: Portable vehicle lift

Project Number:

Account Number:

Justification: This piece of equipment will be used by the mechanics to lift vehicles off the ground to enable a safe working condition under the vehicle. It will used for the buses, dump trucks and other heavy equipment.

Does this project meet a goal/objective of the Comprehensive Plan? YES or NO

Location: Public Works

Costs	FY2013	FY2014	FY2015	FY2016	FY2017	TOTAL
Planning/Design						-
Construction						-
Equipment/Furnishings	30,000					30,000
Other--Contingencies						-
TOTAL	$ 30,000	$ -	$ -	$ -		$ 30,000

Annual Operating Budget Impact:

Funding Sources: $24,000 (80%) DRPT Grant & $6,000 (20%) General Fund

FY2013-2017
Capital Improvements Program

Department: Transportation

Description: Support Vehicle 4x4 SUV (Recommended by DRPT)

Project Number:

Account Number:

Justification: As the bus grows and expands its territory and hours of operation a support vehicle will become necessary for the administrator. Additionally, the administrator was appointed to a position on the Board of Directors for the Community Transportation Association of Virginia (CTAV) which requires monthly traveling to various locations within the state. This vehicle would also replace the current pool car and serve a dual purpose as support for the transportation system (primary) and as the pool car (ancillary) for administration. The current pool car is a retired 2003 police cruiser with 113,000 miles and averages 9 to 13 miles per gallon.

Does this project meet a goal/objective of the Comprehensive Plan? YES or NO

Location: Town Hall

Costs	FY2013	FY2014	FY2015	FY2016	FY2017	TOTAL
Planning/Design						-
Construction						-
Equipment/Furnishings	18,000					18,000
Other--Contingencies						-
TOTAL	$ 18,000	$ -	$ -	$ -		$ 18,000

Annual Operating Budget Impact: None

Funding Sources: $14,400 (80%) DRPT Grant & $3,600 (20%) General Fund
The current pool car would be sold at public auction for an estimated $2,500 bringing the town match for a new vehicle to $1,100.

Compact-Size, 4WD Fleet Sport Utility Vehicle (SUV)	2012 Jeep Liberty Sport 4x4	$ 17,461.00	Haley of Farmville	Bobby Moses 804-564-8090	**5/1/2012**	**12/6/2012**		Kim Hatala 804-786-3849

Town Council Agenda Form

Agenda Placement: **Unfinished Business**
(Public Hearings, Special Presentations, Requests & Communications, Consent, Unfinished, New Business, Closed Session

Other Action to be Taken: **N/A**
(N/A; For Information Only; Forward to Planning Commission; Refer to Staff; or Defer Action)

Subject Title: AEDA Economic Development Plan

Presenter(s): Town Manager Meeting Date: January 10, 2012

Town of Altavista Virginia
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Packet: Tab 9

RE: Agenda Item: 11a

SUBJECT HIGHLIGHTS:

Last month, Town Council approved the new position of Economic Development Director and considered a proposal to conduct renovations at the Public Works facility to create the necessary office space to relocate the Engineering Technician from Town Hall to Public Works. This would free up an office in Town Hall for use by the new employee when hired. The proposed modifications were estimated at $20,000. It was decided not to act on the Public Works modifications at that time to allow Council members an opportunity to visit the facility, if they felt the need, and to consider the matter.

At this time, the item is back on Council's agenda in an effort for staff to gain direction on this item. It is estimated that the modifications could take up to three months to complete and in best case scenario the new employee could be hired by that time and need the Town Hall office.

Staff seeks Council's direction on this matter.

In addition, the AEDA's Work Plan was presented to Town Council in November of which the hiring of the Economic Development Director was a recommendation. The AEDA would like for Council to adopt the full Work Plan as presented. The plan was previously distributed to Council.

Staff seeks Council's direction on this matter.

Town of Altavista Virginia
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TAB : 10
Agenda Item: 12a

PROJECT UPDATE – For Month of December 2011

VDOT Enhancement Project and Downtown Utility Replacement Project

- Sewer, Storm and Water are complete.
- Substantial Completion – December 21, 2011
- Final Completion – January 21, 2012
- Walk through was performed on Friday, January 6th and punch list was created.

Highway Improvement Projects

- The contractor that was selected for the Amherst Avenue (9th to Main) and the Broad Street (9th to Railroad) projects has mobilized on site.

Pittsylvania Avenue Intersection Improvements

- Received agreement from VDOT making this a "locally administered project"
- Wiley Wilson has begun the coordination of the design with the Town's Infrastructure and Streetscape Project design.
- "Willingness to Hold a Public Hearing" ad in paper. (VDOT Requirement)

WWTP Emergency Overflow Pond

- PCB Bio-Remediation Alternatives Committee formed by Council in September (Members: Councilors Higginbotham and Edwards, and staff: W. Coggsdale and S. Bond)
- Committee met with Dr. Licht (Ecolotree) to discuss phytoremediation options.
- DEQ has set the endpoint goal at 50 ppm.
- RFP for Remediation Alternatives/Options was put on hold per Council's direction last month. (Originally approved at the December 2010 Council meeting.)
- Committee members met with DEQ on Wednesday, December 7th.

Lynch Road Bridge Replacement

- Contracted with Schwarz, Inc. to engineer the project.
- Project underway.

Water Asset Management Study

- ARC/GIS program installed on Public Works computer – Water system maps installed.
- Report has been delivered and staff is working with the consultant to create a Final Draft.

Bedford Avenue Park Improvements

- Town crews are doing some prep work including tree removal.
- Notice to Proceed to Burkhardt's was issued in mid-November.
- Work on the retaining wall has begun.

Departmental Reports

(Ctrl + Click on hyperlink to open)

ADMINISTRATION

Community Development

WWTP Report

Water Dept Report

Police Department

Public Works Report

Transit Report

Monthly Report to Council

Date: January 10, 2012

To: Town Council

From: Dan Witt, Assistant Town Manager

Re: December 2011 Monthly Report

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1. **Zoning/Code Related Matters:**

2-Dec	076-11	Mary Pascal, Campbell County	Roadway cover at 300 3rd Street- New English Park
2-Dec	077-11	Kenneth Brooks, Gretna VA	Demolition of house at 1102 15th Street
2-Dec	078-11	Magic City Sprinkler, Roanoke VA	Installation of sprinkler system at Avoca
3-Dec	079-11	McBride Sign, Lynchburg VA	Replacing light pole bases at McDonalds
9-Dec	080-11	Moore's Electrical, Altavista VA	New light at Dr. Fields, 2180 Lynch Mill Road
9-Dec	081-11	Danny Barbour, 619 Broad Street	New ownership of Barber shop
0-Dec	082-11	Connie Krantz, Lynch Station VA	Handicap ramp at 414 Rail Line Drive

2. **Site Plans Reviewed and/or Approved:**
   - Signed land survey for Avoca Cemetery to be recorded by Town Attorney.

3. **Planning Commission (PC) Related:**
   - Prepared for and staffed December meeting
   - Prepared agenda and packets for January meeting which included completing draft of the 2011 PC annual report for Town Council

4. **AOT Related**
   - No activity this month

5. **ACTS Relate**

   - Completed October billing for operations and completed request application to increase CIP item as tire changer will be more than originally estimated.
   - Validated daily ridership and revenue for bus system- December
   - Completed online November monthly reporting to DRPT as required
   - Hired and trained a new part-time driver
   - Created budget report for Town Manager for 1st 5 months of FY2012
   - Drafted operations and CIP proposed budgets for grant application and Finance Committee consideration
   - ACTS advisory board meeting packets and meeting. Created new route and maps.

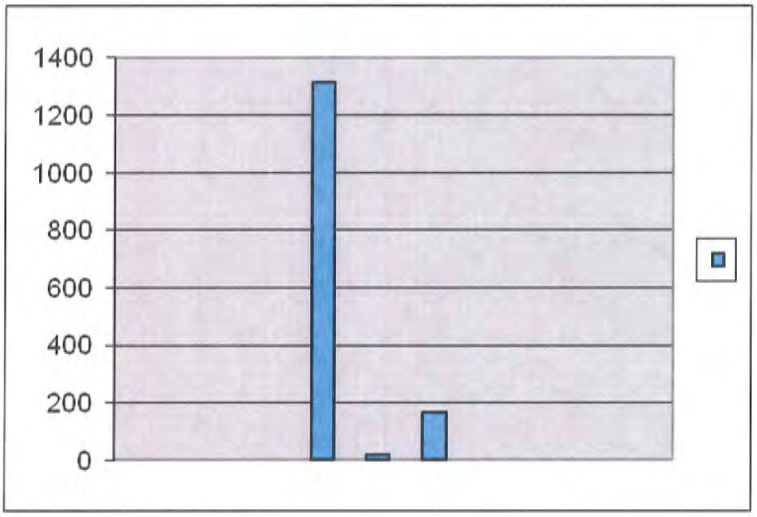
6. **Projects and Administrative Related:**
   - Updated GIC as needed
   - Certified monthly payroll bank statements
   - Attended and participated in two day staff retreat
   - Attended TC budget work session and monthly meeting
   - Driven to Distraction II training video
   - Worked with County to have 1102 15th Street demolished. County policy is that they will not issue any permits if back taxes are owed. Taxes owed to both the Town and County dating back to 2007.
   - Worked with Phillip G. with Region 2000 to have a new, updated zoning map created.
   - Completed Davis Bacon forms tying information provided back to pay roll.
   - Attended monthly project 2 update meeting.

WASTEWATER
December 2011
SUMMARY

- Placed Grit Classifier in service
- Repaired level sensor unit on UV System
- Attended DEQ meeting in Richmond concerning PCB phytoremediation
- Repaired Air Compressor for Solids Handling Operations
- Conducted annual monitoring well sampling
- Conducted Semi-annual Industrial Monitoring
- Sampled industrial users for surcharge and permit compliance
- Normal plant operation and maintenance
- 179 wet tons of sludge processed
- Treated 59.11 million gallons of water

December
2011

1316	**Man Hours Worked**
19	**Sick Leave**
169	**Vacation Hours**



Water Department Report
December, 2011

Water Production:

Water Plant: **41.4** million gallons of raw water treated.
Water Plant: **32.9** million gallons of finished water delivered.
Mcminnis Spring: **8.3** million gallons of finished water treated.
Mcminnis Spring: average 267,000 gallons per day and run time hours 16 a day.
Reynolds Spring: **7.2** million gallons of finished water treated.
Reynolds Spring: average 233,000 gallons per day and run time hours 15 a day.

Water Purchased:

Campbell County Utility and Service Authority:

Water Sold:

Town of Hurt

Water Plant Averages for December, 2011:

Weekday: **15.0** hrs / day of production
1,573,000 gallons treated / day
Weekends: **8.0 hrs** / day of production
914,000 gallons treated / day

Special Projects:

- Painting pipe gallery and 1st. floor continues.
- Ross Labs down 23rd 24th 25th 26th of this month.

Water Plant

- Worked on electrical problems at water plant.
- Water plant did not run 12/23/2011.
- Working on CIP items.

Altavista POLICE

Making A Difference in our Community

MONTHLY POLICE REPORT SYNOPSIS

MONTH OF DECEMBER, 2011

CRIME STATISTICS - **December 1, 2011 thru December 31, 2011**

Crimes Against Persons

For the Month of December, the Town of Altavista Community experienced 2 incidents or a 100.00 % increase of Crimes Against Persons compared to 1 incidents last year during the same time duration.

- **1 Aggravated Assault**
- **1 Simple Assault**

Property Crimes

For the Month of December, the Town of Altavista Community experienced 9 incidents or a – 66.67 % decrease of Property Crimes compared to 27 incidents last year during the same time duration.

- **1 Burglary**
- **1 Motor Vehicle Theft**
- **5 Shoplifting**
- **1 Credit Card Fraud**
- **1 Vandalism**

CRIME STATISTICS - **January 1, 2011 thru December 31, 2011 Y.T.D.**

Year to date, the Town of Altavista experienced 59 incidents or a -15.71 % reduction of Crimes Against Persons compared to 70 incidents last year during the same time duration.

- **2 Kidnapping**
- **1 Forcible Rape**
- **3 Sexual Assault with Object**
- **3 Forcible Fondling/ Indecent Liberties- Child**
- **9 Aggravated Assaults**
- **41 Simple Assaults**

Altavista POLICE

Making A Difference in our Community

Year to date, the Town of Altavista experienced 158 incidents or a -29.15 % decrease of Property Crimes compared to 223 incidents last year during the same time duration.

- **10 Burglary/ B& E**
- **49 Shoplifting**
- **9 Theft from Building**
- **3 Theft from Coin Operated Machine**
- **20 Theft from Motor Vehicle**
- **1 Theft of Motor Vehicle Parts**
- **19 All other Larcenies**
- **3 Motor Vehicle Theft**
- **5 Counterfeiting/ Forgery**
- **3 False Pretense**
- **4 Credit Card Fraud**
- **1 Stolen Property Offense**
- **31 Destruction/ Vandalisms**

Major Crimes Statistics ***(Combining Crimes Against Persons & Property Crimes = Major Crimes)***

Month of December 2011, the Town of Altavista Community experienced 11 incidents or -60.7% decrease in Major Crimes compared to 28 incidents last year during the same time duration.

Year to date, the Town of Altavista experienced 217 incidents or a -25.9% decrease in Major Crimes compared to 293 incidents last year during the same time duration.

The above statistics depict "Shopliftings" (from Wal-Mart) and "Simple Assaults" as the most frequent occurrence of criminal activity the Town of Altavista is experiencing.

<u>CALLS FOR SERVICE</u> - December 1, 2011 thru December 31, 2011

The Altavista Police Department was dispatched to 326 Calls for Service or a 20.6 % increase compared to 259 C.F.S. last year during the same time duration.

Altavista POLICE

Making A Difference in our Community

CALLS FOR SERVICE - **January 1, 2011 thru December 31, 2011- Y. T. D.**

The Altavista Police Department was dispatched to 4299 Calls for Service or a 4.3% increase compared to 4115 C. F. S. last year during the same time duration.

CRIMINAL ARRESTS EXECUTED - **December 1, 2011 thru December 31, 2011**

The A.P.D. executed 23 criminal arrests or 2.6% increase compared to 17 criminal arrests last year during the same duration.

CRIMINAL ARRESTS EXECUTED- January 1, 2011 thru Dec. 31, 2011- Y. T. D.

The A.P.D. executed 239 criminal arrests or -23% decrease compared to 312 criminal arrests executed last year during the same time duration.

TRAFFIC CITATIONS ISSUED - **December 1, 2011 thru December 31, 2011**

The A.P.D. issued 56 traffic summonses or a 64% increase compared to 20 traffic summonses issued last year during the same time duration.

TRAFFIC CITATIONS ISSUED - **January 1, 2011 thru December 31, 2011 Y. T. D.**

The A.P.D. issued 647 traffic summonses or a 35% increase compared to 421 traffic summonses issued last year during the same time duration.

OFFICER OF THE MONTH – December, 2011

For the month of December, Officer James T. Goggins, Jr. has been selected as the Officer of the Month. Officer Goggins led the department in criminal arrests and traffic summonses for the month. He also cleared many of the criminal cases that he investigated during the month. Officer Goggins has developed an excellent rapport with the community, and will continue to be an asset to the police department and the Town of Altavista.

PERSONNEL TRAINING

One hundred nineteen hours of training were afforded to police personnel during the month of December 2011. Blocks of instruction pertained to the following subjects: Anti-Terrorism Training, Basic Criminal Investigations Class, Cultural Diversity, DaPro Computer Training, General In-House/ Shift Training, In-Service Training, Canine Training, and Motor Carrier Inspection Training.

Altavista POLICE

Making A Difference in our Community

INVESTIGATIONS CALL OUT

Detective Penn was called out on two (2) separate occasions to investigate crimes after normal work hours during the month of December.

WHAT'S NEW

Chief Hamilton spoke to the Lion's Club members on 1 December 2011. He discussed the department's proactive measures in partnering with the community and crime prevention which have resulted in a significant decrease in crime.

The Police Department successfully partnered with the Altavista LifeSaving Crew to host a Christmas Pancake Breakfast at their crew hall on Saturday, 10 December 2011, from 0800-1030. Over 200 citizens attended this event, and $750.00 was raised. Food baskets were purchased from proceeds and distributed to needy families in the Altavista area.

The Police Department successfully partnered with the Altavista Fire Company to purchase two (2) sets of bunk beds for a needy family with several children that recently moved into a residence in town.

The Police Department successfully partnered with citizens in the Lynch Station area to provide a gas card, a drug prescription, and clothing (for a child) to a needy family in the Altavista area.

Crimes Against Persons has decreased -15.71% for this year compared to last year during the same time period.

Property Crimes has decreased -29.15% for this year compared to last year during the same time period.

Major Crimes has decreased -25.9% from last year during the same time duration.

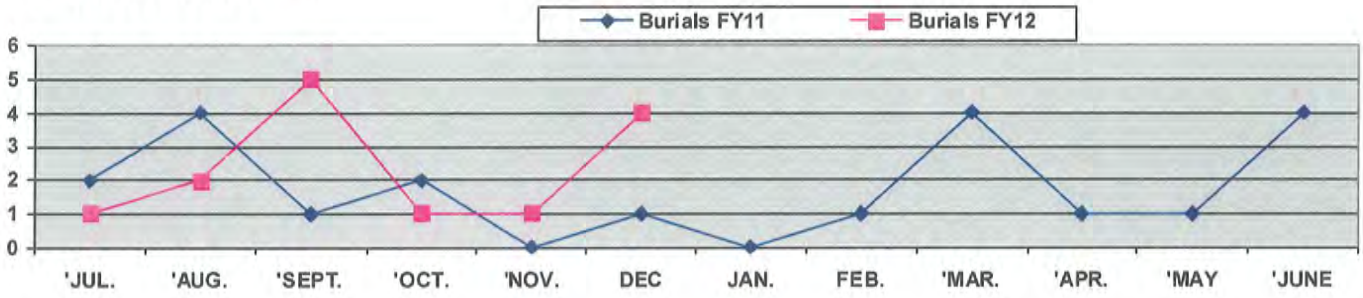
Felony Arrests are down due to fewer perpetrators committing felonies in Altavista.

Information compiled for this report was taken from the Altavista Police Department's Monthly Report.

PUBLIC WORKS DEPARTMENT REPORT FOR DECEMBER 2011

CEMETERY

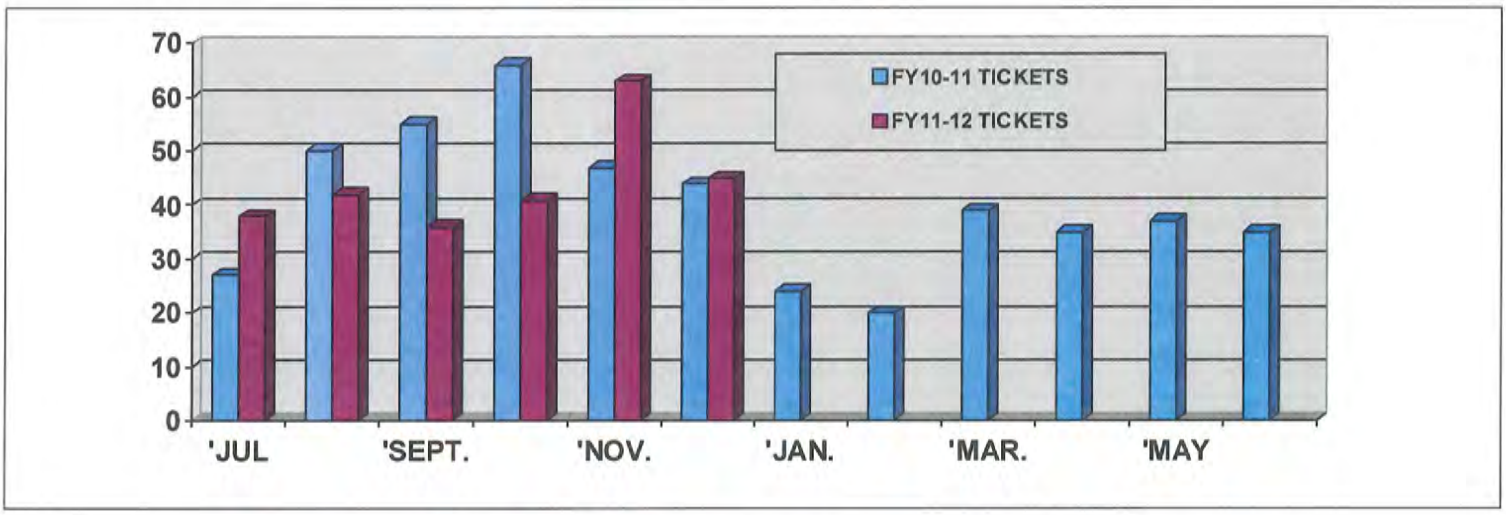
- BURIALS: 4



Buildings & Grounds Maintenance

- PARKS: No Park Duty during Winter.

- MISS UTILITY TICKETS (45)



REFUSE & BRUSH & SPECIAL PICKUPS

- Total solid waste tonnage for the month 85.61 tons.
- Total brush stops for the month. (25) Stops
- Total special pickup tonnage for the month 9.89 tons. (91) Stops
- Total weekend truck tonnage for the month 0 tons-Dumped on lot. (2) Trucks

SEWER & WATER

- Sewer (Video): Page 10 (3-Manholes/460'), Page 9 (560'), Main St. (1-Manhole/272')
- Sewer (Root Cutting): Page 10 (3-Manholes,/460'), Page 9 (360')
- Sewer (Blockage): 807 8th St., 1102 Commonwealth (2-Manholes/208'), Main St. (1-Manhole/270')
- Sewer (Install) Cleanout: 327 Myrtle Lane
- Sewer (Repair): 1557 Main St., 1102 Commonwealth, 1013 10th St., Wood Lane

Total Linear Footage (Video): 1,292' / 4 Manholes
Total Linear Footage (Root Cutting): 820' / 3 Manholes
Total Linear Footage (Blockage): 478' / 3 Manholes

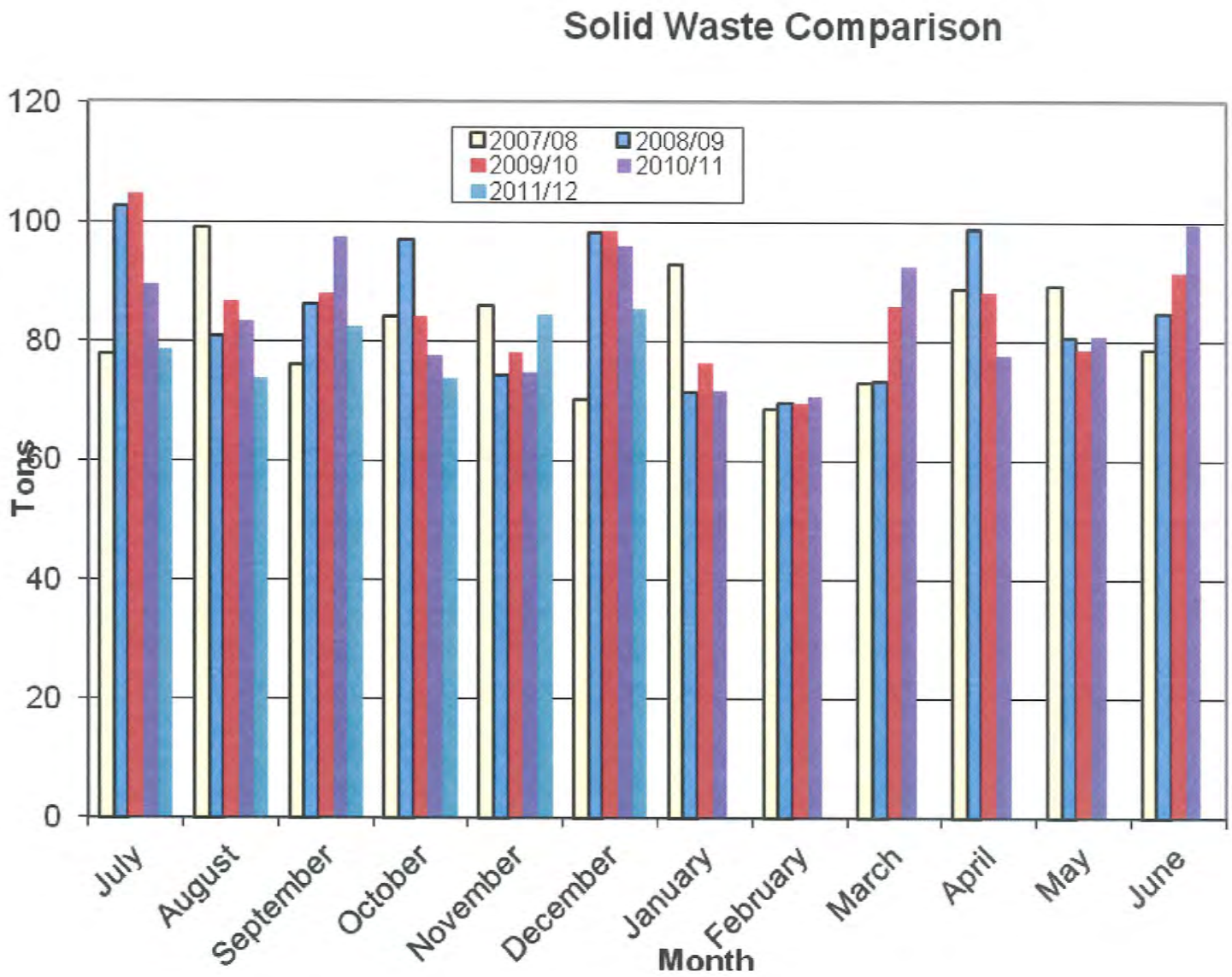
- Water (Repair): 1013 10th St., 1422 Bedford Ave., Waste Water Treatment Plant
- Water (Install) New Service: Avoca Buildings Sprinkler System
- Water (Disconnect): 1102 15th St.
- Water (Maintenance): Lakewood Dr. (WTP-PRV Vault)

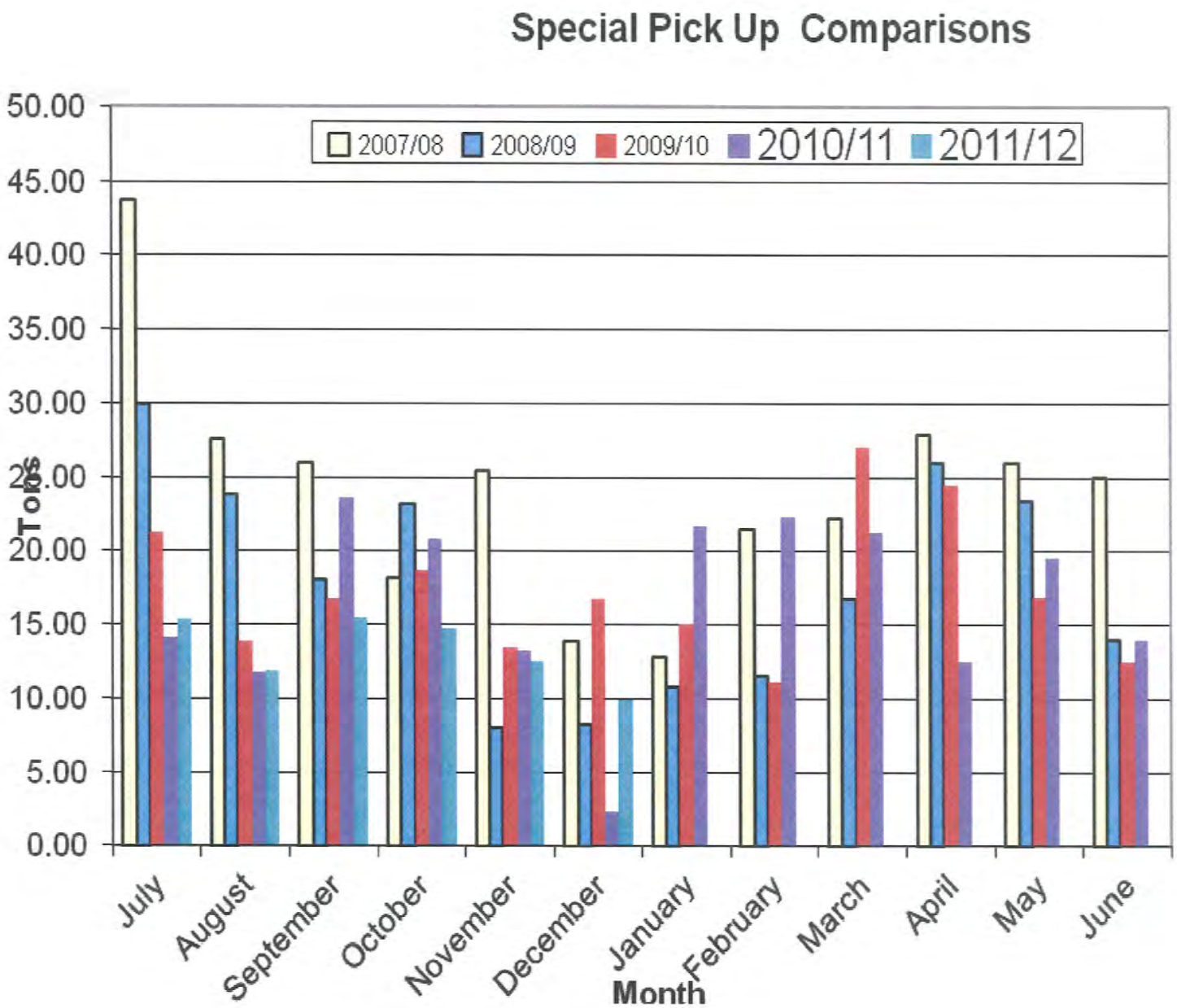
STREET MAINTENANCE

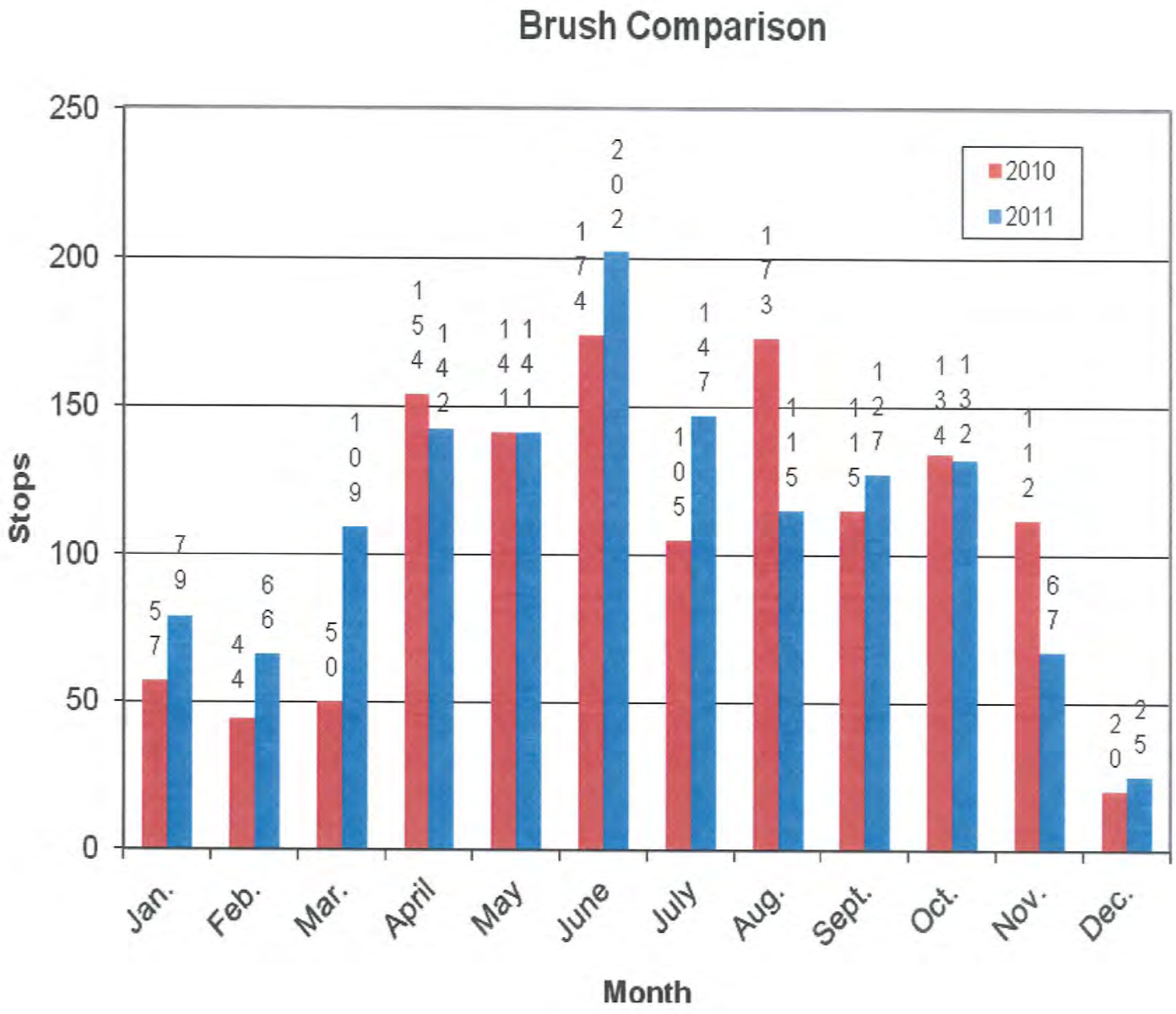
- Weekly Street Sweeping: Town of Altavista (69) Miles
- Asphalt Tonnage (58.29) Tons – 915 9th St, 1707 Eudora Lane, Main St. Public Parking Lot, Westwood Dr., 804 13th St.
- Stone Tonnage (17.88) Tons – Westwood Dr.
- Stone Tonnage (35.14) Tons – Bedford Ave. Park
- Concrete Yardage (3.5) Yards – Bedford Ave. Park
- Bags of Litter (17)
- Leaf Collection Loads (50)

TRAINING

Driven to Distraction II – All Public Works Dept. Employees
William Yeatts CDL License Received


Solid Waste Comparison
2007/08
2008/09
2009/10
2010/11
2011/12
120
100
80
60
40
20
0
Tons
July
August
September
October
November
December
January
February
March
April
May
June
Month


Special Pick Up Comparisons
2007/08
2008/09
2009/10
2010/11
2011/12
50.00
45.00
40.00
35.00
30.00
25.00
20.00
15.00
10.00
5.00
0.00
Tons
July
August
September
October
November
December
January
February
March
April
May
June
Month


Brush Comparison
250
200
150
100
50
0
Stops
2010
2011
57
79
44
66
50
109
154
142
141
141
174
202
105
147
173
115
115
127
134
132
112
67
20
25
Jan.
Feb.
Mar.
April
May
June
July
Aug.
Sept.
Oct.
Nov.
Dec.
Month

Transportation Department Monthly Report

Month	Total # Riders	Average Daily Riders	Total Monthly Miles	Total Monthly Revenue
2010 Dec	139	23	965	0
2011 Jan	391	20	2,961	$ 232.50
Feb	590	30	3,178	$ 299.00
Mar	481	21	3,392	$ 250.00
Apr	495	22	3,109	$ 240.00
May	551	24	3,085	$ 269.00
June	1,617	43	3,313	$ 340.50
July	1,364	61	3164	$ 300.00
August	1,499	60	3502	$ 300.00
September	1,255	55	3301	$ 300.00
October	805	34	3631	$ 401.00
November	849	37	3601	$ 351.00
December	**1076**	46	**3995**	**$ 500.00**
	11,112	41	41,197	$ 3,783.00

NOTE: The annual estimated revenue for ACTS was $2,000 with a total ridership of 4,000.