TOWN OF ABINGDON, VIRGINIA
WORK SESSION
WEDNESDAY, JANUARY 22, 2020 – 2:30 pm
COUNCIL CHAMBERS
TOWN HALL

AGENDA

Welcome to the Town of Abingdon, Virginia Work Session. We appreciate your interest and we encourage public participation in our meeting. Your comments are important to our decision making process. Please note that there will be an opportunity during the meeting for you to address the Council members when the Mayor declares the public comments open. We do request that anyone addressing the Council, sign-up, approach the podium, identify your first and last name and give your complete mailing address.

A. WELCOME – ***Mayor Craig***

B. ROLL CALL – ***Kim Kingsley, Clerk***

C. PUBLIC COMMENTS – Please place your name on the sign-up sheet provided and comments are limited to three (3) minutes per person.

D. NEW BUSINESS

1. Discussion regarding proposed amendment to Town of Abingdon Code, Part II – Code, Chapter 2 – Administration, Division 4, Ordinances and Resolutions, Section 2-96 Generally. – ***James Morani, Town Manager***

2. Discussion regarding amendment to Section 2-129. – Fire Department – ***James Morani, Town Manager***

3. Discussion regarding proposed amendment to Town of Abingdon Code, Part II – Chapter 2 – Administration, Article V. – Procurement; Sales – ***James Morani, Town Manager***

4. Discussion regarding proposed amendment to the Town of Abingdon Code, Part II – Code, Chapter 74 – Utilities, Article II. – Sewers and Sewage Disposal – ***James Morani, Town Manager***

5. Discussion regarding recent Infrastructure and Infiltration sewer study – ***John Dew, Director of Public Services***

6. Discussion regarding alternative election of mayor and council at November general election – ***James Morani, Town Manager***

7. Discussion regarding handicapped parking on Main Street – ***John Dew, Director of Public Services***

8. Discussion regarding recycling – ***Cindy Patterson, Vice-Mayor***

E. UNFINISHED BUSINESS

1. Discussion regarding a lease agreement by and between The Town of Abingdon, Virginia and Senior Services Center, Inc. dba The Community Center of Abingdon for a portion of property located at 300 Senior Drive, including a non-exclusive fifteen-foot (15') wide permanent easement for ingress and egress. – ***James Morani, Town Manager***

F. MATTERS NOT ON THE AGENDA

G. REPORTS FROM COUNCIL / STAFF

H. ADJOURNMENT

Current:

Sec. 2-96. - Generally.

(a) Except in dealing with questions of parliamentary procedure the council shall act only by ordinance or resolution, and all ordinances except ordinances making appropriations, or authorizing the contracting of indebtedness or issuance of bonds or other evidences of debt, shall be confined to one subject, which shall be clearly expressed in the title. Ordinances making appropriations or other obligations and appropriating the money to be raised thereby shall be confined to those subjects respectively.

(b) The enacting clause of all ordinances passed by the council shall be "Be it ordained by the council of the Town of Abingdon." No ordinance, unless it be an emergency measure, shall be passed until it has been read at two regular meetings not less than seven days apart, unless the requirements of such reading have been dispensed with by the affirmative vote of four of the members of the council. No ordinance or section thereof shall be revised or amended by its title or section number only, but the new ordinance shall contain the entire ordinance, or section as revised or amended. The ayes and nays shall be taken upon the passage of all ordinances or resolutions and entered upon the journal of the proceedings of the council and every ordinance or resolution shall require, on final passage, the affirmative vote of at least three of the members.

(c) All ordinances and resolutions passed by the council shall be in effect from and after 30 days from the date of their passage, except that the council may, by the affirmative vote of two-thirds of its members present, pass emergency measures to take effect at the time indicated therein. Ordinances appropriating money for any emergency may be passed as emergency measures, but no measure providing for the sale or lease of town property, or making a grant, renewal, or extension of a franchise or other special privilege, or regulating the rate to be charged for its service by any public utility, shall be so passed.

(d) Every ordinance or resolution upon its final passage shall be recorded in a book kept for that purpose, and shall be authenticated by the signature of the presiding officer and the town clerk.

Proposed amendment:

(b) The enacting clause of all ordinances passed by the council shall be "Be it ordained by the council of the Town of Abingdon." *An ordinance passed as an emergency measure by the affirmative vote of two-thirds of its members present may be passed without a second reading. Otherwise, all ordinances shall be passed only after two readings of the ordinance at regular or special meetings not less than seven days apart, unless the requirements of such second reading have been dispensed with by the affirmative vote of four of the members of the council.* No ordinance or section thereof shall be revised or amended by its title or section number only, but the new ordinance shall contain the entire ordinance, or section as revised or amended. The ayes and nays shall be taken upon the passage of all ordinances or resolutions and entered upon the journal of the proceedings of the council and every ordinance or resolution shall require, on final passage, the affirmative vote of at least three of the members.

~~(c)~~ All ordinances and resolutions passed by the council shall be in effect from *the date of their passage, unless indicated otherwise in the ordinance or resolution*. ~~and after 30 days from the date of their passage, except that the council may, by the affirmative vote of two-thirds of its members present, pass emergency measures to take effect at the time indicated therein. Ordinances appropriating money for any emergency may be passed as emergency measures, but no measure providing for the sale or lease of town property, or making a grant, renewal, or extension of a franchise or other special privilege, or regulating the rate to be charged for its service by any public utility, shall be so passed.~~

Sec. 2-129. - Fire department.

~~At the first meeting in July following each councilmanic election, or as soon thereafter as practicable~~ The T~~t~~own M~~m~~anager or designee~~, the council~~ shall appoint fire department officers, as provided in Code of Virginia, § 27-13, as may be amended, at times specified in the appointment.

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BE IT FURTHER ORDAINED, that upon the recommendation of the Council for the Town of Abingdon, Part II – Code, Chapter 2 – Administration, Article V. – Procurement; Sales be repealed, amended and reenacted as follows:

ARTICLE V. – PROCUREMENT

Section 2-176. – Virginia Public Procurement Act, Code of Virginia, Chapter 43

In order that the Town shall obtain high quality goods and services at reasonable cost, that all procurement procedures be conducted in a fair and impartial manner with avoidance of any impropriety or appearance of impropriety, that all qualified vendors have access to public business and that no offeror be arbitrarily or capriciously excluded, the Town adopts, and incorporates by reference, the Virginia Public Procurement Act, Virginia Code § 2.2-4300, et seq., as may be amended, to govern the Town's procurement of goods and services.

The town manager or designee may establish purchasing procedures in writing that do not require competitive sealed bids or competitive negotiation for certain contracts that are consistent with the Virginia Public Procurement Act.

Sec. 74-34. - Application for service.

Application for sewer service shall be made to the town on such form as the town may furnish. The connection application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the director of public works. The Town Manager or designee may refuse any application, if in the sole discretion of the Town Manager or designee, there is insufficient capacity in the sewage works to allow a new connection.

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Sec. 74-28. - Administration.

(a) Except as otherwise provided herein, the ~~town manager~~Town Manager -shall administer, implement, and enforce the provisions of this chapter. The Town Manager may delegate ~~A~~any powers granted to or duties imposed upon the ~~town manager~~Town Manager ~~may be delegated by the town manager~~ to other town personnel.

(b) To protect the POTW, the Town Manager or designee ~~town~~ may prepare and implement discharge policy documents that regulate the discharge of specific wastes deemed appropriate by the Town Manager or designee ~~facility manager~~. These policy documents must be approved by town council and will become an enforceable component of this article.

(c) The town may enter into contracts or agreements with other jurisdictions to provide wastewater conveyance and treatment services. These contracts or agreements shall require the jurisdiction to comply with all provisions of this chapter, at a minimum, and shall specify the party responsible for the administration of the program within that jurisdiction.

Sec. 74-82. - Administration.

Except as otherwise provided herein, the Town Manager ~~facility manager~~ shall administer, implement, and enforce the provisions of this division, the Town Manager may delegate any powers granted to or duties imposed upon the Town Manager ~~facility manager may be delegated by the facility manager~~ to other town personnel.

Sec. 74-123. - Wastewater analysis.

When required by the Town Manager or designee ~~facility manager~~, a user must submit information on the nature and characteristics of its wastewater by completing a wastewater survey within 60 days of the request. The Town Manager or designee ~~facility manager~~ is authorized to prepare a form for this purpose and may periodically require industrial users to update this information. Failure to complete this survey shall be reasonable grounds for terminating service to the user and shall be considered a violation of this article.

Sec. 74-124. - Permit—Requirement.

(a) Individual wastewater discharge permit requirement:

(1)No user shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the Town Manager or designee ~~facility manager~~, except that a user that has filed a timely application pursuant to section 74-125 of this division may continue to discharge for the time period specified therein.

(2) The Town Manager or designee ~~facility manager~~ may require other users to obtain wastewater discharge permits as necessary to carry out the purpose of this division.

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(3) Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this division and subjects the wastewater discharge permittee to the sanctions set out in sections 74-191 through 74-197 and 74-203 through 74-207 of this division. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all federal and state pretreatment standards or requirements or with any other requirements of federal, state, and local law.

(b) General permits requirement:

(1) At the discretion of the Town Manager ~~facility manager~~, the Town Manager or designee ~~facility manager~~ may use general permits to control discharges to the POTW if the following conditions are met. All facilities to be covered by a general permit must:

(i~~1~~) Involve the same or substantially similar types of operations;

(ii~~2~~) Discharge the same types of wastes;

(iii~~(3~~) Require the same effluent limitations;

(iv~~4~~) Require the same or similar monitoring; and

(v~~5~~) In the opinion of the facility manager, are more appropriately controlled under a general permit than under individual wastewater discharge permits.

(2) To be covered by the general permit, the SIU or discharger must file a written request for coverage that identifies its contact information, production processes, the types of wastes generated, the location for monitoring all wastes covered by the general permit, any requests in accordance with section 74-161(b) for a monitoring waiver for a pollutant neither present nor expected to be present in the discharge, and any other information the POTW deems appropriate. A monitoring waiver for a pollutant neither present nor expected to be present in the discharge is not effective in the general permit until after the town manager has provided written notice to the SIU or discharger that such a waiver request has been granted in accordance with section 74-161(b).

(3) The Town Manager or designee ~~facility manager~~ will retain a copy of the general permit, documentation to support the POTW's determination that a specific SIU or discharger meets the criteria in section 74-124(b.1) and applicable state regulations, and a copy of the user's written request for coverage for three years after the expiration of the general permit.

(4) The Town Manager or designee ~~facility manager~~ may not control an SIU or discharger through a general permit where the facility is subject to production-based categorical Pretreatment Standards or categorical Pretreatment Standards expressed as mass of pollutant discharged per day or for IUs whose limits are based on the combined waste stream formula (section 74-93(3)) or net/gross calculations (section 74-93(5)).

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Code of Virginia
Title 24.2. Elections
Chapter 2. Federal, Commonwealth, and Local Officers

§ 24.2-222.1. Alternative election of mayor and council at November general election in cities and towns

A. Notwithstanding the provisions of § 24.2-222, and notwithstanding any contrary provisions of a city or town charter, the council of a city or town may provide by ordinance that the mayor, if an elected mayor is provided for by charter, and council shall be elected at the November general election date of any cycle as designated in the ordinance, for terms to commence January 1. No such ordinance shall be adopted between January 1 and the May general election date of the year in which city or town elections regularly are scheduled to be held therein.

B. Alternatively, the registered voters of a city or town may file a petition with the circuit court of the city or of the county within which the town is located asking that a referendum be held on the question of whether the city or town should elect the mayor, if an elected mayor is provided for by charter, and council members at the November general election date of any cycle as designated in the petition. The petition shall be signed by registered voters equal in number to at least ten percent of the number registered in the city or town on the January 1 preceding the filing.

The court, pursuant to § 24.2-684, shall order the election officials on a day fixed in the order to conduct a referendum on the question, provided that no such referendum shall be scheduled between January 1 and the May general election date of the year in which city or town elections regularly are scheduled to be held therein. The clerk of the court shall publish notice of the referendum once a week for the three consecutive weeks prior to the referendum in a newspaper having general circulation in the city or town, and shall post a copy of the notice at the door of the courthouse of the city or county within which the town is located. The question on the ballot shall be:

"Shall the (city or town) change the election date of the mayor (if so provided by charter) and members of council from the May general election to the November general election (in even-numbered or odd-numbered years or as otherwise designated in the petition)?"

If members of the school board in the city or town are elected by the voters, the ballot question also shall state that the change in election date applies to the election of school board members.

The referendum shall be held and the results certified as provided in § 24.2-684. If a majority of the voters voting in the referendum vote in favor of the change, the mayor and council thereafter shall be elected at the November general election date for terms to commence January 1.

C. Except as provided in subsection D, no term of a mayor or member of council shall be shortened in implementing the change to the November election date. Mayors and members of council who were elected at a May general election and whose terms are to expire as of June 30 shall continue in office until their successors have been elected at the November general election and have been qualified to serve.

D. In any city or town that elects its council biennially or quadrennially and that changes to the November general election date in odd-numbered years from the May general election date in

even-numbered years, mayors and members of council who were elected at a May general election shall have their term of office shortened by six months but shall continue in office until their successors have been elected at the November general election and have been qualified to serve.

2000, c. 1045;2002, c. 30;2016, c. 402.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

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CHAPTER 3. - COUNCIL

Sec. 3.1. - Election, qualification and term of office for councilmen.

The Town of Abingdon shall be governed by a town council composed of five councilmen, all of whom shall be qualified voters of the town, to be elected from the town at large. Any person qualified to vote in the town shall be eligible for the office of councilman. The councilmen in office at the time of the adoption of this Charter shall continue in office until the expiration of the terms for which they were elected or until their successors are duly elected and qualified. An election for councilmen shall be held on the first Tuesday in May, 1978, and on the first Tuesday in May of every second year thereafter. The councilmen elected the first Tuesday in May, 1978, and thereafter shall enter upon their duties on the first day of July next succeeding their election, and shall each serve for a term of four years or until their successors have qualified.

Sec. 3.2. - Vacancies on council.

Vacancies on the council shall be filled promptly from among the qualified voters of the town, by a majority vote of the remaining members of the council.

Editor's note— Code of Virginia, § 15.1-830, provides the procedure for filling vacancies.

Sec. 3.3. - Council a continuing body.

The council shall be a continuing body, and no measures pending before such body, or contract or obligation incurred, shall abate or be discontinued because of the expiration of the term of office or removal of any council members.

Sec. 3.4. - Mayor.

At its first meeting, the council shall choose by a majority vote of all the members thereof one of their number to be mayor and one to be vice-mayor for the ensuing two years. The mayor shall preside over the meetings of the council, have the same right to speak therein as other members and shall have a vote but no veto. He shall be recognized as the head of the town government for all ceremonial purposes, the purposes of military law, and the service of civil process, and shall authenticate by his signature, such documents or instruments as the council, this Charter, or the laws of the Commonwealth shall require. The vice-mayor shall in the absence or disability of the mayor perform the duties of the mayor. In the absence or disability of both mayor and vice-mayor the council shall, by majority vote of those present choose one of their number as acting mayor.

Sec. 3.5. - Vacancy in office of mayor.

A vacancy in the office of mayor shall be filled promptly for the unexpired portion of the term from among the members of council, by a majority vote of the council.

Sec. 3.6. - Meetings of council.

The council shall fix the time of its stated meetings and it shall meet at least once a month and, except as herein provided, the council shall establish its own rules of procedure and such rules as are necessary for the orderly conduct of its business not inconsistent with the laws of the Commonwealth of Virginia. A journal shall be kept of its official proceedings, and its meetings shall be open to the public. Three members of the council shall constitute a quorum for the transaction of business at any meeting. Special meetings may be called at any time by the mayor, by any three members of the council or by the town manager; provided that the members of the council are given reasonable notice of such meetings, and no business shall be transacted at a special meeting thereof except that for which it shall be called. If all members are present, this provision may be waived by a majority vote of the council. No ordinance,

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resolution, motion or vote shall be adopted by the council unless it shall have received the affirmative votes of a majority of the members present.

Editor's note— Executive or closed meetings are authorized in Code of Virginia, § 2.1-344. The vote required to levy a tax is described in Code of Virginia, § 15.1-826. The council may be convened as provided in Code of Virginia, § 15.1-832.

Sec. 3.7. - Salaries.

The salaries of all councilmen shall be fixed by a commission of five resident taxpayers according to the procedure in Code of Virginia, § 15.1-939 et seq. The council is hereby authorized to fix the salaries of all appointed officers and employees of the town.

LEASE AGREEMENT
by and between
SENIOR SERVICES CENTER, INC.
(DBA The Community Center of Abingdon)
And
The TOWN OF ABINGDON, VIRGINIA

This LEASE AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 2020, between SENIOR SERVICES CENTER, INC. dba The Community Center of Abingdon, (hereinafter referred to as "LESSOR") and TOWN OF ABINGDON, VIRGINIA, a municipality organized under the laws of the Commonwealth of Virginia, (hereinafter referred to as "LESSEE").

WITNESSETH:

For and in consideration of One Dollar ($1.00) paid by LESSEE to LESSOR, and in further consideration of the mutual terms and conditions contained herein, the Parties agree as follows:

1. LEASE OF PREMISES: LESSOR leases to LESSEE and LESSEE leases from LESSOR a portion of property located at 300 Senior Drive, Abingdon, Virginia (hereinafter referred to as the "Premises"), including a non-exclusive fifteen ("15") foot wide permanent easement for ingress and egress and including access to parking in the parking lot located at 300 Senior Drive, as is depicted on the map attached hereto as "Exhibit A".

2. TERM: The term of this Lease shall be for ten (10) years from the effective date first set forth above (the "Term"), which effective date shall also be known as the "Commencement Date", unless sooner terminated in accordance with the terms hereof. Unless notice of termination is provided by either party at least sixty (60) days prior to the expiration of the Term, then this Lease will renew for an additional two (2) year term for up to five (5) additional two-year renewal terms. As used in this Agreement, the "Term" shall include the initial Term and Renewal Term.

3. RENT: LESSEE's obligations set forth herein shall be deemed LESSEE's rental for the Premises.

4. LESSEE'S USE OF PREMISES: Subject to the provisions set forth below in Paragraph five (5), LESSEE shall have the non-exclusive right to occupy and use the Premises as depicted on Exhibit A for lawful purposes including use as a pickleball court and other related events, which from time to time will invite members of the general public upon the property and for no other purposes without prior written consent of LESSOR. LESSOR shall also have the right to use the premises for its programs. LESSEE's use of the Premises shall not in any event violate any laws, statutes, ordinances, order, regulations or requirements of any federal, state or local government, public or quasi-public authorities, which may be applicable to or in any way affect the Premises.

A. CONSTRUCTION OF COURTS: LESSEE shall construct a forty feet (40') wide by sixty feet (60') long concrete pad that will be painted and striped for pickleball in the sole discretion of the LESSEE. Any additional painting must be approved in writing by the LESSEE. Prior to construction, LESSEE and LESSOR will verify and approve the location of the courts.

B. MAINTENANCE OF COURTS: In addition to the duties contained in Paragraph 9, LESSEE shall maintain the concrete pad and surface, including repainting on a schedule in LESSEE's sole discretion. LESSEE shall only be responsible for maintenance due to normal wear and tear. If damage occurs to the courts from any other reason, the Parties agree to discuss in good faith repair costs and options for repair to be borne by the Parties.

C. PARKING SPACE PAINTING: LESSEE will repaint parking space lines ("re-stripe") LESSOR's main parking lot and roadside parking spaces. LESSOR shall continue to monitor and stripe according to LESSEE's designated schedule in LESSEE's sole discretion.

5. CONDITION OF PREMISES: LESSEE shall accept the Premises in its "as is" condition as of the time of the execution of this Agreement.

6. INSURANCE: Prior to its occupancy of the Premises, LESSEE shall, at its own expense, obtain and maintain in full force and effect during the term of this Agreement the following insurance: (i) such Insurance as may be necessary to insure the value of LESSEE's personal property and fixtures on or about the Premises; and (ii) general liability Insurance for the personal injury and/or property damage with limits of no less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000.00) per aggregate. Such insurance shall be carried in favor of LESSEE and LESSOR as their respective interest may appear and LESSEE's insurance company must be acceptable to LESSOR. LESSEE shall provide to LESSOR from time to time upon LESSOR's request a certificate from LESSEE's insurance company evidencing that such Insurance is in effect.

A. PERMITTEES/USER GROUP INSURANCE: All permittees/user groups scheduled to use the Premises will be required to hold a Two Million Dollars ($2,000,000.00) certificate of general liability insurance, naming as additional insureds, Senior Services Center, Inc., and the Town of Abingdon Virginia and the Abingdon Parks and Outdoor Recreation Department and its agents, employees and commissioners, in single limits applying to physical injury, property damage, personal injury. The certificate of insurance must state that the Senior Services Center, Inc., the Town of Abingdon Virginia and the Abingdon Parks and Outdoor Recreation Department are additional insureds (on/from) date(s).

B. DAMAGE - Any court damage not attributed to a specific group will be the responsibility of LESSOR. If requested by LESSOR, LESSEE shall cooperate with LESSOR to seek recovery for damages attributed to a specific group.

7. DAMAGE BY CASUALTY: If during the term of this Agreement, the Premises are damaged by fire, water, explosion, the elements, or other casualty, so that the same is thereby wholly or partially destroyed, so as to be rendered unfit for use by LESSEE, and it appears the

same cannot with reasonable diligence be repaired and made fit for such use within ninety (90) days from the happening of any such event, then this Agreement may be terminated by either LESSOR or LESSEE, provided notice of such termination be given by the one so terminating this Agreement to the other, as soon as it appears that the Premises cannot with reasonable diligence be repaired and made fit for such use and occupancy within said period of ninety (90) days.

8. UTILITIES: LESSOR shall promptly pay and be solely responsible for all electricity, telephone, water and all other utility bills and charges for all such services supplied to the Premises, if any.

9. MAINTENANCE AND REPAIRS: Unless specified otherwise in this Agreement, LESSEE shall maintain the Premises and keep the same in reasonably good condition and repair during the term of this Agreement. LESSOR shall, at its own cost and expense, maintain and repair the buildings, including but not limited to, the roof, exterior walls, and structural aspects, parking lots and driveways, and perform needed repairs to all glass, doors, windows, heating systems, plumbing systems and pipes and fixtures, air condition equipment, electrical systems and wires and fixtures, except for any maintenance and repairs that are the responsibility of LESSEE or that are necessitated by the acts or omissions of LESSEE or its employees, agents, contractors or invitees. LESSEE shall give LESSOR prompt notice of any needed repairs.

10. IMPROVEMENTS: LESSEE shall make no alterations, additions, modifications or improvements (hereinafter referred to as "improvements") to the Premises without prior written consent of LESSOR or unless otherwise provided in this Agreement during the term(s) of this Agreement. To the extent made, LESSEE agrees that all such improvements shall be done in a prudent and workmanlike manner and that LESSEE shall be responsible for all costs in connection therewith. LESSEE shall also keep the Premises free and clear of all liens arising from work performed and materials furnished for such improvements. Any such improvements which are temporary in nature, and which can be removed from the Premises without affecting the structural stability and/or causing defacement of the Premises, may be removed by LESSEE at its expense, within thirty (30) days, upon termination (at whatsoever time and for whatsoever reason) of this Agreement. Such improvements that cannot be removed shall become the property of LESSOR and shall remain in and upon the Premises at the termination of this Agreement without LESSOR in any way compensating LESSEE for the same. The provisions of this Paragraph Ten (10) are, however, subject to the provisions set forth below in Paragraph Eleven (11) regarding LESSEE's right to remove its trade fixtures.

11. REMOVAL OF TRADE FIXTURES: Trade fixtures, if any, that LESSEE may have installed, added to or put in or on the Premises, either under previous lease between the parties or subsequent to the execution of this Agreement, may be removed by LESSEE, at its expense, within thirty (30) days, upon termination (at whatever time and for whatever reason) of this Agreement, provided the same can be removed without injury to or defacement of the Premises, or provided LESSEE can and does at the time of such removal repair the premises to the same or as good condition as the same was prior to the installation or addition thereof, reasonable wear, tear and deterioration excepted.

12. SIGNS: LESSEE shall have the right to display any sign(s) on the Premises Identifying LESSEE, subject to any and all laws and governmental regulations regarding such signage shall collaborate on appropriate signage.

13. SURRENDER OF PREMISES: Subject to the other provisions of this Agreement, LESSEE shall peaceably and quietly surrender the Premises at the termination of this Agreement with all of LESSEE's signs removed, and in as good condition as received at the inception of this Agreement, reasonable wear, tear, and deterioration excepted.

14. LESSOR's RIGHT TO EXAMINE PREMISES: LESSOR shall have free access to the Premises.

15. DEFAULT: (a) LESSEE shall be deemed to be in default hereunder if LESSEE shall fail to keep or perform any term, condition or covenant of this Agreement to be kept or performed by LESSEE, within thirty (30) days after written notice thereof from LESSOR. If any event of default occurs, after any applicable cure period, then LESSOR may pursue any remedy at law or in equity. (b) LESSOR shall be deemed to be in default hereunder if LESSOR has failed to perform or violated any of its duties and responsibilities, and such failure or violation shall continue for a period of thirty (30) days after written notice by LESSEE. If any event of default occurs, after any applicable cure period, then LESSEE may terminate this Lease effective immediately.

16. ASSIGNMENT/SUBLEASE OF PREMISES: LESSEE shall not assign this Agreement or sublease the Premises to any third party, in whole or in part, without LESSOR's prior written consent. Should such written consent be given, no such assignment or sublease shall in any way release or relieve LESSEE from any of its obligations herein contained, and LESSEE shall in all cases remain liable under this Agreement during the term thereof.

17. CONDEMNATION: In the event the Premises shall be acquired or condemned by any public or quasi-public authority under the power of condemnation, eminent domain or appropriation, this Agreement shall terminate as of the date of possession shall be taken by such authority.

18. NON-WAIVER: Failure, or delay of either Party to exercise any of its rights, remedies or defenses upon and pertaining to the default, nonperformance, mal-performance and/or the otherwise defective performance of the other Party of any term, provision, condition, covenant, agreement and/or stipulation herein contained shall not be construed as a waiver of either Party's rights, remedies, and/or defenses, in whole or in part. Nor shall the acceptance or waiver by either Party of the default, nonperformance, mal-performance and/or the otherwise defective performance (in whole or in part) of any herein contained term, provision, condition, covenant, agreement and/or stipulation upon the part of the other Patty to be construed as a waiver of either Part'/s rights, remedies and/or defenses, in whole or In part, as to any subsequent hereunder occurring default, nonperformance, mal-performance and/or otherwise defective performance (in whole or in part) of any herein contained term, provision, condition, covenant, agreement and/or stipulation (whether or not similar) upon the part of the other Party.

19. CUMULATIVE REMEDIES: In addition to their rights, remedies and defenses herein provided, the Parties hereto, respectively, shall have the right to pursue and exert any and all rights, defenses and remedies it may have under the law of the Commonwealth of Virginia or

otherwise concerning any violation and/or default by the other Party of any term, provision, condition, covenant, agreement or stipulation hereof to the effect that all of LESSOR's and LESSEE's respective rights, defenses and remedies shall be cumulative and not exclusive.

20. MODIFICATION OF AGREEMENT: No modification, attention, waiver, supplement or amendment to this Agreement, or any part hereof, shall be valid and binding upon the Parties unless it is in writing and fully executed by the Parties. No evidence of any such modification, alteration, waiver, supplement or amendment of this Agreement, or any part hereof, shall be received in any controversy arising out of or pursuant to same unless it is written and executed as aforesaid.

21. NOTICE: Any communications or notices required to implement this Agreement shall be sent by electronic mail to each party as follows:

Notice to LESSEE shall be sent to:

James Morani, Town Manager
P.O. Box 789
Abingdon, Virginia 24212-0789
(276) 492-2149
jmorani@abingdon-va.gov

Notice to LESSOR shall be sent to:

Director
Senior Service Center, Inc.
dba The Community Center of Abingdon
300 Senior Drive NE
Abingdon, Virginia 24210
(276) 628-3911
hr@theccoa.org

22. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement between the patties relative to the Premises, and there are no promises, oral or written, express or implied, between them other than herein set forth.

23. GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.

24. PARAGRAPH HEADINGS: The titles of the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

25. DUPLICATE EXECUTION: This Agreement may be executed in duplicate each of which shall be deemed to be an original but both of which together shall constitute but one and the same instrument.

DRAFT

IN TESTIMONY WHEREOF, each Party to this Agreement has caused it to be executed on the date first above written.

LESSOR:

SENIOR SERVICES CENTER, INC.

By: _____

Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF WASHINGTON

Subscribed and sworn before me by _____acting as _____ on behalf Senior Services Center, Inc. this ___ day of _____, 2020.

_____
Notary Public

My commission expires: _____
Registration No.: _____

LESSEE:
TOWN OF ABINGDON, VIRGINIA

By:_____
James Morani, Town Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF WASHINGTON

Subscribed and sworn before me by James Morani as Town Manager for the Town of Abingdon, Virginia this ___ day of _____, 2020.

_____
Notary Public

My commission expires: _____
Registration No.: _____

DRAFT

Revision 01/06/2020
.71 +/-
Acres
Existing
Rain
Garden
Proposed
Rain
Garden
Proposed
Pickleball
Area
15' Ingress/Egress
Parking Along Senior Drive
Parking at
Community Center
Handicap Parking at
Community Center
Parking Along Senior Drive
SENIOR DR
SENIOR DR