



**TOWN OF ABINGDON, VIRGINIA
TOWN COUNCIL MID-MONTH MEETING
THURSDAY, MAY 20, 2021 – 2:30 pm
TOWN HALL - COUNCIL CHAMBERS**

DRAFT AGENDA

Please note there will be an opportunity during the meeting for citizens to address the Town Council when the Mayor declares public comments open. We request that anyone addressing the Council, sign up, approach the podium when called, state your first and last name, and provide your complete mailing address.

- A. WELCOME – Mayor Webb**
- B. ROLL CALL – Kim Kingsley, Clerk**
- C. APPROVAL OF AGENDA – Mayor Webb**
- D. PUBLIC COMMENTS** – Please place your name on the sign-up sheet provided and comments are limited to three (3) minutes per person.
- E. PUBLIC HEARINGS** - Please place your name on the sign-up sheet provided and comments are limited to five (5) minutes per person.
 - 1. **Public Hearing** – Easement requested for Appalachian Electric Power to cross Virginia Creeper Trail right-of-way – **John Dew, Director of Public Works**
 - 2. **Public Hearing** - Ordinance amending Town of Abingdon’s fiscal year 2020-2021 annual budget. – **Steve Trotman, Director of Finance**
- F. PROCLAMATIONS**
- G. NEW BUSINESS**
- H. RESOLUTIONS**
 - 1. Resolution of the Council for the Town of Abingdon to dispose of certain personal property – **James Morani, Town Manager**
- I. ORDINANCES**
 - 1. **First Reading** - Ordinance to require users of the Virginia Creeper Trail to come to a complete stop at Meade Drive. – **John Dew, Director of Public Services**
 - 2. Adoption of Ordinance amending Town of Abingdon’s fiscal year 2020-2021 annual budget. – **Steve Trotman, Director of Finance**
- J. UNFINISHED BUSINESS**
- K. MISCELLANEOUS BUSINESS AND COMMUNICATIONS FROM TOWN MANAGER**

1. Tourism and Economic Development Update – *Tonya Triplett, Director of Economic Development and Tourism/Assistant Town Manager*
2. Consideration of easement requested for Appalachian Electric Power to cross Virginia Creeper Trail right-of-way – *John Dew, Director of Public Works*
3. Discussion regarding RFP for Hassinger House- *James Morani, Town Manager*
4. Discussion regarding natural gas franchise agreement – *James Morani, Town Manager*
5. Discussion regarding Chapter 82 of the Town of Abingdon Code pertaining to ride-sharing – *James Morani, Town Manager*
6. Abingdon Police Department Update – *APD Chief Holbrook*

L. COUNCIL MEMBER REPORTS

M. CLOSED SESSION

N. ADJOURN



NOTICE OF PUBLIC HEARING

Pursuant to Section 15.2-1800, *et seq.*, of the Code of Virginia, 1950, as amended, the Town of Abingdon will hold a public hearing before the members of the Town Council at 2:30 p.m. on Thursday, May 20, 2021 in the Council Chambers of the Town Hall, 133 West Main Street, Abingdon, Virginia, to receive comments from the public regarding a proposed right-of way and easement for an electric power line(s) to Appalachian Power Company, a Virginia corporation, on property known as “Virginia Creeper Trail”, located at or near 21570 Alvarado Road, tax map number 148-A-49B.

Copies of the right of way and easement documents are on file for review by the public, during regular office hours in the Town Manager’s Office, 133 West Main Street, Abingdon, VA.

All interested citizens are invited to attend.

James Morani, Town Manager

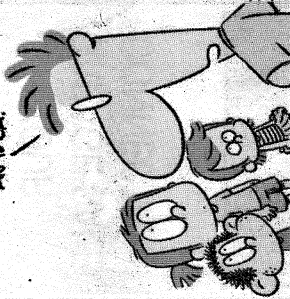
Please advertise in Bristol Herald Courier under the Town of Abingdon Seal on:

Thursday, May 13, 2021

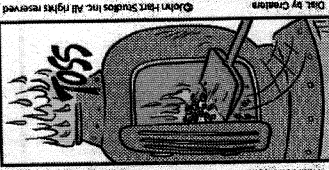
Please send confirmation once advertisement has been completed, together with invoice, to Kimberly Kingsley, Clerk, PO Box 789, Abingdon, Virginia 24212-0789.

BABY BLUES

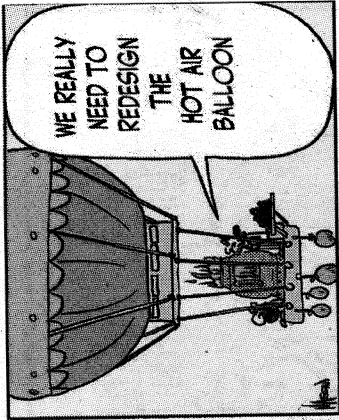
GUNS, I HAVE
AN IDEA.



Facebook.com/WizardDorff
WizardDorff.com



WizardDorff.com
WizardDorff.com



WizardDorff.com
WizardDorff.com

Recruitment

General

**Immediate Opening for
Staffing Agents must have
office exp. QuickBooks a
must, 2 yrs staffing exp
preferred- self starter.
Contact Susie 276-696-1718
Background check reqd.**

ANNOUNCEMENTS

Cemetery Plots

**For Sale By Owner: Two Cemetery Plots
Mountain View Cemetery, Bristol, VA.
Section C with Road Access. (1,500 ea.)
Please call (276) 791-6608.**

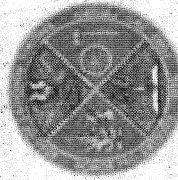
Yard and Estate Sales

LEGAL ADS

Legal Notices

LEGAL ADS

Legal Notices



NOTICE OF PUBLIC HEARING

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Copies of the right of way and easement documents are on file for review by the public, during regular office hours in the Town Manager's Office, 133 West Main Street, Abingdon, VA.

All interested citizens are invited to attend.

James Morani, Town Manager



NOTICE OF PUBLIC HEARING
PROPOSED BUDGET AMENDMENT SYNOPSIS
FISCAL YEAR JULY 1, 2020 – JUNE 30, 2021

Per Virginia Code Sections §15.2-2507, 15.2-2504 and §15.2-1427, the Council for the Town of Abingdon will conduct a public hearing at its next regular meeting to be held on Thursday, May 20, 2021 at 2:30 p.m., in the Council Chambers, 133 West Main Street, to adopt an ordinance amending Town of Abingdon's fiscal year 2020-2021 annual budget.

Proposed amendment includes additions to revenue from; federal funds received from the 2020 CARES Act, additional grants from Crisis Intervention Treatment Assessment Center, Virginia Department of Housing and Community Development, National Park Service, sewer fund transfer, revenue from the reopening of the Coomes Recreation Center, other local taxes, and miscellaneous reclassifications. Amendment includes reductions to revenues as result of inter-fund reclassifications. The total general fund budget amendment will increase the budgeted expenditures and offsetting revenues by \$1,571,780. The total capital improvement fund budget amendment will increase the budgeted expenditures and offsetting revenues by \$124,105. The total Virginia Department of Transportation (VDOT) street maintenance fund budget amendment will increase the budgeted expenditures and offsetting revenues by \$917,667. The total sewer fund budget amendment will increase the budgeted expenditures and offsetting revenues by \$543,176.

Revenue General Fund be increased by: \$1,571,780

Other local taxes:	\$ 790,000
CARES Act funds	\$1,035,071
Recovered costs:	\$ 946,733
Charges for services:	\$ 139,715

Revenue General Fund be decreased by:

Miscellaneous Revenue	(\$600,000)
Revenue-Other Agencies net reduction	(\$739,649)

Expenses General Fund be increased by: \$1,571,870

Expenses General Government:	\$634,558
Expenses Public Safety	\$319,497
Expenses Maintenance Streets, Buildings Grounds, Coomes Recreation Center	\$617,815

Revenue Capital Improvement Projects Fund be increased by:

Recovered costs:	\$ 124,105
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Expenses Capital Improvement Projects Fund be increased by:	
Meadows Sports Complex:	\$ 124,105
Revenue VDOT Street Maintenance Fund be increased by:	
VDOT Funding:	\$ 867,677
Transfer from general fund:	\$ 50,000
Expenses VDOT Street Maintenance Fund be increased by:	
VDOT Street maintenance:	\$ 867,677
Pecan & Main enhancements:	\$ 50,000
Revenue Sewer Fund be increased by:	
CARES Act funds	\$ 2,283
Revenue-Other Agencies	\$ 20,000
Transfer from Sewer Fund Reserves	\$520,893
Expenses Sewer Fund be increased by:	
Administration	\$ 48,715
Collection	\$ 39,215
Disposal	\$ 3,105
Debt Service	\$ 3,740
Pretreatment Control Authority	\$ 1,414
Prior Year Expenditures - CARES ACT	\$ 1,149
Transfer to Capital Project Fund (Meadows FY21)	\$124,105
Transfer to General Fund (Meadows FY20)	\$321,733

James Morani, Town Manager

Please advertise in Bristol Herald Courier under the Town of Abingdon Seal on:

Thursday, May 13, 2021

I, Cameron Bell, Town Attorney for the Town of Abingdon, VA, do hereby acknowledge that this notice is true and correct in form and that it meets all of the procedural and substantive requirements set forth in the Town Code, this _____day of May, 2021.

NOTICE OF PUBLIC HEARING
PROPOSED BUDGET AMENDMENT SYNOPSIS
FISCAL YEAR JULY 1, 2020 – JUNE 30, 2021

Per Virginia Code Sections §15.2-2507, §15.2-2504 and §15.2-1427, the Council for the Town of Abingdon will conduct a public hearing at its next regular meeting to be held on Thursday, May 20, 2021 at 2:30 p.m., in the Council Chambers, 133 West Main Street, to adopt an ordinance amending Town of Abingdon's fiscal year 2020-2021 annual budget.

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Revenue General Fund be increased by: \$1,571,780	
Other local taxes:	\$790,000
CARES Act funds	\$1,035,071
Recovered costs:	\$946,733
Charges for services:	\$139,715
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James Morani, Town Manager

Power

From Page A1
equipment, according to Appala-
chian Power.
Utility representatives previously
announced the project and hoped

**RESOLUTION OF THE COUNCIL FOR THE TOWN OF ABINGDON TO DISPOSE
OF CERTAIN PERSONAL PROPERTY**

WHEREAS, Section 15.2-951 of the Code of Virginia, 1950, as amended, authorizes the acquisition, disposition and use of personal property in the best interests of the Town; and

WHEREAS, the Town currently owns several items of personal property as described in Exhibit “A”, attached hereto and incorporated herein, that it wishes to sell in the best interests of the Town; and

WHEREAS, the Town Manager is hereby directed to conduct a public sale of personal property and shall be authorized to sell the property at a price that the Town Manager deems fair for the property in its current condition. If said public sale does not result in an acceptable bid, then the Town Manager is authorized consistent with applicable law to donate any unsold items of personal property to any appropriate non-profit organization, or at his option, have the items disposed as solid waste.

NOW, THEREFORE, BE IT RESOLVED that the Town Manager is authorized to sell, donate or dispose of the personal property as described in Exhibit A consistent with the terms above and that this Resolution shall take full force and effect upon its passage and approval.

Adopted May 3, 2021.

BY: _____
Mayor Derek Webb

The undersigned Clerk of the Town of Abingdon, Virginia (the “Town”) hereby certifies that the foregoing constitutes a true and correct copy of a resolution duly adopted at a meeting of the Council held on May 3, 2021. I hereby further certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing resolution a quorum was present. I further certify that the minutes of such meeting reflect the attendance of the members and the voting on the foregoing resolution was as follows:

Member	Attendance	Vote
Derek Webb, Mayor		
Donna Quetsch, Vice Mayor		
James Anderson		
Amanda Pillion		
Mike Owens		

WITNESS my hand and seal of the Town of Abingdon as of May 3, 2021.

Kimberly Kingsley, Clerk

**RESOLUTION OF THE COUNCIL FOR THE TOWN OF ABINGDON TO DISPOSE
OF CERTAIN PERSONAL PROPERTY
EXHIBIT “A” – REVISED 2021.05.14**

ITEM	QUANTITY
Miscellaneous folding resin chair	183
Peavey PA system	1
Peavey speaker	4
Yamaha speaker	2
Peavey monitor	4
Electro-voice subwoofer	2
Peavey speaker (poor condition)	2
Microphone	7
Microphone condenser	6
Microphone stand	3
Speaker stand	3
Tailgater PA system	2
ION PA system	1
Monoprice All-in-one – PA system	1
Monoprice powered monitor	1
Peavey keyboard amp	1
Roland keyboard	1
20’ x 40’ frame tent	1
20’ x 20’ frame tent	1
12’ x 12’ pop-up tent	4
10’ x 10’ pop-up tent	6
Tent globe-light set	6
Tube lights (string)	12
6’ resin table	15
6’ round table	24
Plastic table	7
Picnic table – folding	11
Fly Guy	1
Stage (4’ x 4’ sections)	54
Stage legs	216
Stage steps	3
Stage (corner section and cross-braces)	10
2008 Zenn Electric Car	1
2001 Ford bus (Thirteen passenger)	1
Coca-Cola concession trailer 14’ x 7’ (18’ w/hitch) Openings on three side, ice wells, counters, lights and electrical outlets	1

Yoga ball chair	1
Two (2) upholstered chairs	1 set
Blue office chair (rolling)	1
Blue office chair	2
Metal coat racks	2
Assorted Desks (metal and wood)	
Ibimatic bind system	2
Assorted framed pictures	
Assorted decorative items	
Assorted furniture from 78 Cook Street	
Assorted floral vases	20
Kiosk stand	2
Coffee table 43 x 24	1
4-shelf unit 47 ½ H x 15 ½ D x 23 1/2W (Plastic)	1
Lawyers Bookcase 42 ½ H x 33 W x 13 D (metal)	1
42” TPM42M6HB Samsung plasma television	2
Shotgun storage case – The Body Guard Solution by Setina Mfg. Co., Inc.	1
Consoles and assorted brackets for Ford Crown Victoria police vehicle	
Assorted desk phones	
Miscellaneous wiring	
Polaroid camera	1
Miscellaneous control boxes and light control boxes	

**AN ORDINANCE OF THE COUNCIL
FOR THE TOWN OF ABINGDON, VIRGINIA
TO REQUIRE USERS OF THE VIRGINIA CREEPER TRAIL
TO COME TO A COMPLETE STOP AT MEADE DRIVE**

WHEREAS, § 46.2-924 of the Code of Virginia 1950, as amended, grants the local governing body the authority where a shared-use path crosses a highway at a clearly marked crosswalk and there are no traffic control signals at such crossing, to require pedestrians, cyclists, and any other users of such shared-used path to come to a complete stop prior to entering such crosswalk; and

WHEREAS, where Meade Drive crosses the Virginia Creeper Trail, Town staff has determined that traffic signals controlling vehicular traffic on Meade Drive should be removed and there is a clearly marked crosswalk;

NOW, THEREFORE BE IT ORDAINED by the council of the Town of Abingdon that:

Should any section or provision of this ordinance be decided to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of any other section or provision of this ordinance or the Code of the Town of Abingdon, Virginia; and

BE IT FURTHER ORDAINED, that:

Following the removal of traffic control signals from Meade Drive, pedestrians, cyclists, and any other users of the Virginia Creeper Trail be required to come to a complete stop prior to entering the crosswalk at Meade Drive.

CERTIFICATE

Pursuant to Section 2-100 of the Code of the Town of Abingdon, Virginia, I hereby certify that I have reviewed the foregoing proposed ordinance to amend, and find it to be in correct form, as set forth above, this ____ day of _____, 2021.

Cameron Bell, Counsel

This ordinance was adopted on the _____ day of _____, to take effect on _____.

Derek Webb, Mayor

The undersigned Clerk of the Town of Abingdon, Virginia (the “Town”), hereby certifies that the foregoing constitutes a true and correct copy of an ordinance duly adopted at a meeting of the Council held on _____, 2021. I hereby certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing ordinance, a quorum was present. I further certify that the minutes of meeting was a regularly scheduled meeting and that, during the consideration of the foregoing ordinance, a quorum was present. I further certify that the minutes of such meeting reflect the attendance of the members and the voting on the foregoing ordinance was as follows:

MEMBERS	ATTENDANCE	VOTE
Derek Webb, Mayor		
Donna Quetsch, Vice Mayor		
Amanda Pillion		
James Anderson		
Mike Owens		

WITNESS MY HAND and the seal of the Town of Abingdon as of _____, 2021.

(SEAL)

Kimberly Kingsley, Clerk

**AN ORDINANCE OF THE COUNCIL FOR THE TOWN OF ABINGDON, VIRGINIA
PROPOSING AN AMENDED BUDGET FOR THE TOWN OF ABINGDON AND TO
MAKE APPROPRIATION FOR THE AMENDMENT OF CURRENT EXPENSES
AND REVENUES OF THE TOWN FOR THE FISCAL YEAR BEGINNING
JULY 1, 2020 AND ENDING JUNE 30, 2021**

WHEREAS, a proposed amended balanced budget setting forth the revenues and expenditures for the Town of Abingdon was prepared and submitted to the Abingdon Town Council on May 20, 2021; and

WHEREAS, a public hearing was held on May 20, 2021 in accordance with Sections 15.2-2504; 15.2-2507 and 15.2-1427 of the Code of Virginia, 1950, as amended, concerning amendment of the Town of Abingdon Fiscal Year 2020-2021 budget as further set forth herein; and

WHEREAS, the first reading of the amended ordinance was held by the Council of the Town of Abingdon on May 20, 2021; and

WHEREAS, proposed amendment includes additions to revenue from; federal funds received from the 2020 CARES Act, additional grants from Crisis Intervention Treatment Assessment Center, Virginia Department of Housing and Community Development, National Park Service, sewer fund transfer, revenue from the reopening of the Coomes Recreation Center, other local taxes, and miscellaneous reclassifications. Amendment includes reductions to revenues a result of inter-fund reclassifications. The total general fund budget amendment will increase the budgeted expenditures and offsetting revenues by \$1,571,780. The total capital improvement fund budget amendment will increase the budgeted expenditures and offsetting revenues by \$124,105. The total Virginia Department of Transportation street maintenance fund budget amendment will increase the budgeted expenditures and offsetting revenues by \$917,667. The total sewer fund budget amendment will increase the budgeted expenditures and offsetting revenues by \$543,176.

WHEREAS, the following amendment proposed for the 2020-2021 fiscal year amended budget:

Revenue General Fund be increased by:		\$1,571,780
Other local taxes:	\$ 790,000	
CARES Act funds	\$1,035,071	
Recovered costs:	\$ 946,733	
Charges for services:	\$ 139,715	
Revenue General Fund be decreased by:		
Miscellaneous Revenue	(\$600,000)	
Revenue-Other Agencies net reduction	(\$739,649)	
Expenses General Fund be increased by:		\$1,571,870
Expenses General Government:	\$634,558	
Expenses Public Safety	\$319,497	

Expenses Maintenance Streets, Buildings Grounds, Coomes Recreation Center	\$617,815	
Revenue Capital Improvement Projects Fund be increased by:		\$124,105
Recovered costs:	\$ 124,105	
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Disposal	\$ 3,105	
Debt Service	\$ 3,740	
Pretreatment Control Authority	\$ 1,414	
Prior Year Expenditures - CARES Act	\$ 1,149	
Transfer to Capital Project Fund (Meadows FY21)	\$124,105	
Transfer to General Fund (Meadows FY20)	\$321,733	

NOW THEREFORE, BE IT ORDAINED, by the Council of the Town of Abingdon, pursuant to Section 15.2-2500, et seq. of the *Code of Virginia*, 1950, as amended, the following:

Revenue General Fund be increased by: \$1,571,780 as set forth
Expenses General Fund be increased by: \$1,571,870 as set forth

Revenue Capital Improvement Projects Fund be increased by: \$ 124,105 as set forth
Expenses Capital Improvement Projects Fund be increased by: \$ 124,105 as set forth

Revenue VDOT Street Maintenance Fund be increased by: \$917,677 as set forth
Expenses VDOT Street Maintenance Fund be increased by: \$917,677 as set forth

Revenue Sewer Fund be increased by: \$543,176 as set forth
Expenses Sewer Fund be increased by: \$543,176 as set forth

BE IT FURTHER ORDAINED that this Ordinance of adoption of the amended budget shall take effect on May 20, 2021.

CERTIFICATE

Pursuant to Section 2-100 of the Code of the Town of Abingdon, I hereby certify that I have reviewed the foregoing ordinance proposing an Amended Budget for the Town of Abingdon, Virginia and to reflect the foregoing amendments, modifications and additions and find it to be in correct form on _____, 2021.

Cameron Bell
Town Attorney for the Town of Abingdon, Virginia

This ordinance was adopted on first reading on May 20, 2021 to take effect on May 20, 2021 pursuant to Code of Virginia 1950, as amended, Section 15.2-2507, any local governing body may adopt such amendment at the advertised meeting, after first providing a public hearing during such meeting on the proposed budget amendment.

Derek Webb, Mayor

The undersigned clerk of the Town of Abingdon, Virginia (the "Town"), hereby certifies that the foregoing constitutes a true and correct copy of an ordinance duly adopted at a meeting of the Council held on May 20, 2021. I hereby further certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing ordinance, a quorum was present. I further certify that the minutes of such meeting reflect the attendance of the members and the voting on the foregoing ordinance was as follows:

MEMBERS	ATTENDANCE	VOTE
Derek Webb, Mayor		
Donna Quetsch, Vice Mayor		
Amanda Pillion		
James Anderson		
Mike Owens		

WITNESS MY HAND and the seal of the Town of Abingdon as of May 20, 2021.

(SEAL)_____
Town Clerk
Town of Abingdon, Virginia

TAX ID or PARCEL NO. _____
GRW 252-OVHD – VA CORP

TOWN OF ABINGDON Eas. No. _____ R/W Map No. 3782-999-C3
W.O. No. W003400801 Job No. 21510019 Prop No. 2 Agr 1
ABINGDON VA Line Lynn Rundle

THIS AGREEMENT, made this 6th day of April, 2021,
by and between **TOWN OF ABINGDON**,
a municipality organized and existing under the laws of the State of **VIRGINIA**, herein called
“Grantor”, and APPALACHIAN POWER COMPANY, a Virginia corporation, herein called “Appalachian”,

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to Grantor by
Appalachian, the receipt whereof is hereby acknowledged, Grantor hereby grants, conveys, and warrants to
Appalachian, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line
or lines, and communication lines, in, on, along, through, over, and across the following described lands of the
Grantor situated in MADISON District, County of WASHINGTON, State of Virginia.

Being a right of way and easement on the property of the Grantors identified as Deed Book 652, Page 74-76.

This easement extends in a Southerly direction from
Appalachian’s existing Pole numbered 37820999C30136 to
and including new Poles numbered 37820999C30277 and
37820999C30278.

As shown shaded on “Exhibit A” attached hereto and made a part hereof.

TOGETHER with the right, privilege and authority to Appalachian, its successors, assigns, lessees and
tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of,
and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other
appurtenant equipment and fixtures (hereinafter called “Appalachian’s Facilities”), and string wires and cables,
adding thereto from time to time, across, through, or over the above referred to premises; the right to cut down,
trim and/or otherwise control, and at Appalachian’s option, remove from said premises, any trees, overhanging
branches, buildings or other obstructions which may endanger the safety of, or interfere with the use of,
Appalachian’s Facilities; and the right of ingress and egress to and over said above referred to premises, and any
of the adjoining lands of the Grantor at any and all times, for the purpose of exercising and enjoying the rights
herein granted, and for doing anything necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said
lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Appalachian Power Company, its successors, assigns, lessees
and tenants.

**THIS INSTRUMENT PREPARED BY AND UPON RECORDATION RETURN TO
APPALACHIAN POWER COMPANY, PO BOX 2021, ROANOKE, VIRGINIA 24022**

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereto affixed the day and year first above written.

TOWN OF ABINGDON

By: _____

Its: _____

STATE OF VIRGINIA)
COUNTY OF _____) To-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, of Town of Abingdon, a Municipality, on behalf of the Municipality.

Notary Public/Commissioner

My Commission expires:

Notary Registration # - _____
(For Va. Only)

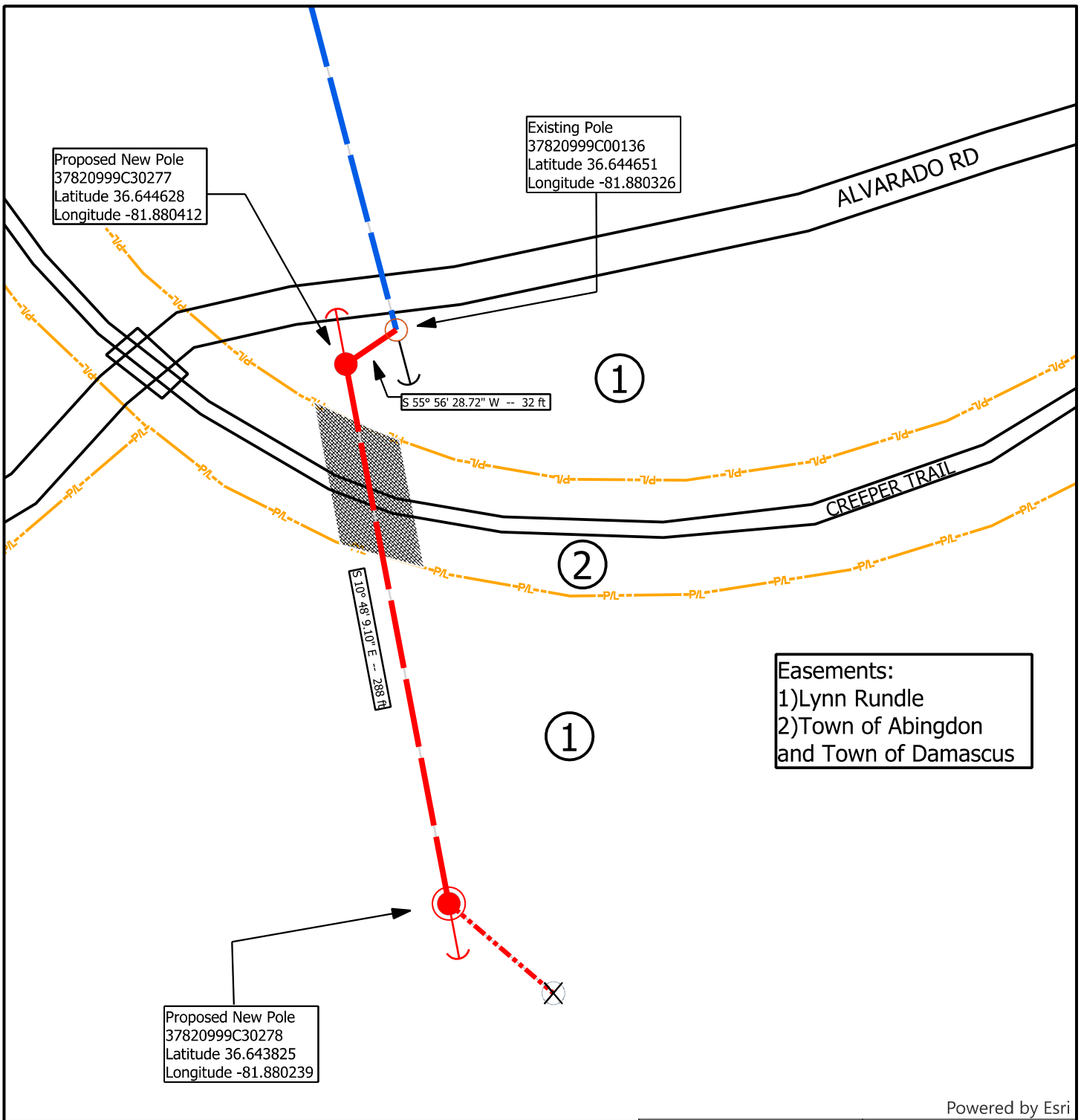


Exhibit A

Date Requested: 4/15/2021		Bucket Truck?: Y	
Date Required: 04/30/2021		Truck to Site?: Y	
		4WD?: N	
		County: WASHINGTON	
Station No.: 7690		Circuit No.: 02	
HEAD/ALVARADO			
		Map: KingsportAEPLogan	
		Quad:	
Print#: 1		Scale: 1:75	
		Page: Page 1 of 1	

Request for Proposals (RFP) by the Town of Abingdon, Virginia For Sale of 335 Cummings Street, Parcel No. 020-11-1

Purpose

The purpose of this Request for Proposals (RFP) by the Town of Abingdon, Virginia (“Town”) is to solicit sealed proposals from interested buyers to purchase the real property, namely, Hassinger House, also known as Abingdon Convention and Visitors Bureau, Town of Abingdon, owner, 335 Cummings Street, Parcel No. 020-11-1, located within the Town of Abingdon, Virginia.

Town Council Vision

Below are the key themes and objectives identified by Councilmembers for the Hassinger House property:

- That the historic/cultural significance of the property be maintained and promoted, and that the landmark structure itself be preserved;
- That the Offeror has long-term viability and financial strength;
- That the proposed use has limited negative impacts on the surrounding community.

Background

Property and Hassinger House Description:

The property consists of 1.079 acres +/- . The Hassinger House is one of the few Queen Anne-style buildings in Abingdon. The Hassinger family is significant on a local and regional level because of the Hassinger Lumber operation in Konnarock, Virginia. Owning White Top Mountain and over 30,000 acres, the Hassinger Lumber Company became one of the largest timber producers in the eastern United States, at one time helping make Washington County the largest exporter of timber in the country. At the height of operations, the company employed over 400 workers. The Hassinger family sold their timber holdings to the U. S. Forest Service when it began buying cut-over land between 1926 and 1930 to establish the Jefferson National Forest.

William Hassinger built the Hassinger House, otherwise known as “The Grove”, for his wife Almeda in 1909. William was a master builder, and the lumber for this structure came from the beautiful white pine and hardwood logs cut from White Top Mountain and sawn in the family mill in Konnarock. He later sold the house and his share of the lumber operations to his brother John, a politician and editor of the local newspaper. John’s wife Mary was known for housing ladies’ social events, afternoon teas, porch and lawn parties, and club activities at the house. Theme parties were dressed to represent different characters. John H. Hassinger died in 1948, leaving a legacy of philanthropy and public service. The third brother, Luther Hassinger, bought Bristol Builders Supply in Bristol, Virginia.

The Town of Abingdon, Virginia, acquired “The Grove” from James A. and Bliss M. Brown in September 1981. The building once housed various offices including, Tourism, Abingdon Main Street, and the Virginia Highlands Festival offices.

The current zoning on the property is OI Office and Institutional District, which allows for certain single-family residential and general and professional business uses by right as well as multi-family residential and additional business uses by special use permit. **The full description of allowable uses may be found in the Town’s Zoning Ordinance, Article 9.**

Proposal Contents:

Tab 1: Introductory Letter

The introductory letter shall name the person or persons authorized to sign contracts and be involved in any negotiations with the Town.

Tab 2: Approach to Addressing the Opportunity

Please describe, in detail, the Offeror’s offer to purchase the Hassinger Property and address the following evaluation criteria.

Evaluation Criteria

Responses to the Town’s Request for Proposals will be based upon the following criteria. The criteria for evaluating the proposals submitted is estimated to take the following items into consideration:

1. The Offeror’s plan to achieve the restoration and long-term preservation of the structure as possible, with assurances that the exterior of the historic structure will be maintained.
2. The Offeror’s commitment to restoring and preserving the interior of the structure as much as possible.
3. The Offeror’s ability to complete the purchase, restoration, and preservation of the structure in a timely manner, as demonstrated by a realistic and complete funding plan, a reasonable timeline for the work, and a history of financial strength.
4. The impact of the proposed reuse on the surrounding neighborhood and residences, including how the Offeror intends to limit or mitigate community impacts.
5. The proposed purchase price.

The Town will not rely upon a numerical scoring system in evaluating the proposals. The Town reserves the right to not be bound by the above criteria in making a selection or choosing not to make a selection. The order of the above items is not indicative of their priority or lack thereof. **THE TOWN RESERVES THE RIGHT TO ACCEPT OR REJECT ALL OR ANY PART OF ANY PROPOSAL, WAIVE INFORMALITIES, AND AWARD THE CONTRACT TO BEST SERVE THE INTERESTS OF THE TOWN.**

Attachments:

- ATTACHMENT A. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM
- ATTACHMENT B. STATE CORPORATION COMMISSION (SCC) FORM
- ATTACHMENT C. NON-COLLUSION AFFIDAVIT
- ATTACHMENT D. NOTICE OF EXCEPTIONS

Submittal Deadline.

The deadline for submittal of proposals in response to this RFP is **July 21, 2021, at 4:00 p.m.**

Proposals should be delivered as follows:

All proposals must be in an opaque, sealed envelope or box and clearly marked: "Sealed Proposal: Hassinger House RFP". Proposals shall clearly indicate the legal name, address, and telephone number of the Offeror (company, firm, partnership, or individual). All expenses for making the proposal to the Town shall be borne by the Offeror.

Offerors shall provide five (5) identical paper copies of the proposal documents. If proprietary/confidential information is identified (Attachment A), the Offeror is required to submit a redacted copy of their proposal in addition to the required number of proposals requested.

Proposal documents shall be mailed (P. O. Box 789, Abingdon, VA 24212-0789) or hand-delivered to Tonya Triplett, Director of Economic Development and Tourism, 133 West Main Street, First Floor, Abingdon, Virginia 24210. Office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., except Town holidays. Faxed or emailed proposals will not be accepted.

Proposals shall be received by the Director of Economic Development and Tourism no later than July 21, 2021, at 4:00 p.m. local time. Any proposals received after this date and time will not be accepted. The Town of Abingdon is not responsible for delays in delivery of the mail by the U.S. Postal Service, private couriers, or the

inter-office mail system. The Offeror has the sole responsibility to have the proposal received by the Director of Economic Development and Tourism at the above address and by the above stated time and date. Proposals will not be publicly opened.

All documents contained within the proposal submission shall be completed in their entirety and signed and dated where required.

Questions.

Questions related to the RFP or requests for clarification shall be directed to Tonya Triplett, Director of Economic Development and Tourism for the Town of Abingdon, by email ttriplett@abingdon-va.gov. Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted as addenda on eVA at www.eva.virginia.gov. All questions must be received no later than July 14, 2021 at 12:00 p.m. (noon) local time. It is the responsibility of all Offerors to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposal submission.

Proprietary and Confidential Information

The Town promises to keep confidential, subject to the terms of this paragraph and to the extent permitted by law, Proprietary Information submitted in response to this Request for Proposal. For purposes of this paragraph, "Proprietary Information" means all confidential and/or proprietary knowledge, data, or information in which the Offeror has a protectable interest, including (a) trade secrets, inventions, ideas, know-how, improvements, discoveries, developments, designs and techniques; (b) information regarding research and development, new products marketing and selling, business plans, licenses, records, facility locations, documentation, software programs, price lists, contract prices for purchase and sale of the Offeror's services, customer lists, prospect lists, pricing on business proposals to new and existing customers, supplier pricing, equipment configurations, ledgers and general information, employee records, mailing lists, accounts receivable and payable ledgers, budgets, financial and other records of the Offeror; and (c) information regarding the skills and compensation of other employees of the Offeror. "Proprietary Information" does not include, however, information that is publicly available or readily ascertainable by independent investigation. To qualify Proprietary Information for protection from disclosure, the Offeror must: 1) request protection of the Proprietary Information before, or contemporaneously with, submission of the Proposal; 2) identify the Proprietary Information to be protected; and 3) state the reasons why the information is proprietary. The Offeror cannot designate as Proprietary Information a) an entire proposal; b) any portion of a proposal that does not contain Proprietary Information; c) line item prices; or d) the total proposal price. The Town may decline to defend against a lawsuit filed against it to compel the release of information designated as proprietary, but in that event, the Town will provide reasonable notice to the Offeror regarding its decision to defend pending lawsuits.

Pre-Proposal Meeting

No pre-proposal meeting will be held, unless determined to be necessary at a later date.

Offerors are encouraged to visit the property and may walk around the exterior. Offerors may view the interior of the property during an open house on Thursday, June 17, 2021, from 4:00 p.m. to 6:00 p.m. and Sunday, July 11, 2021, from 1:00 p.m. to 4:00 p.m.

After evaluation of the Proposals, the Town may engage in individual discussions and interviews with two or more Offerors deemed fully qualified, responsible, and suitable on the basis of initial responses, and with competence to acquire and maintain the property. Repetitive informal interviews are permitted.

At the conclusion of the informal interviews and on the basis of evaluation factors set forth and the information provided and developed in the selection process to this point, the Town shall rank, in the order of preference, the interviewed Offerors whose offer is deemed most meritorious.

Negotiations shall then be conducted with top-ranked Offeror(s) and if a contract or contracts satisfactory and advantageous to the Offeror can be negotiated at fees considered fair and reasonable, then the Town Manager shall make a recommendation to the Town Council concerning a contract(s) with that Offeror(s). The Town reserves the right to invite Offerors to submit a *Best And Final Offer*, (BAFO), if, in the Town's determination, such action is warranted. The Town Council shall retain final approval of any/all contracts generated as a result of this RFP.

The sale of the Hassinger Property will be subject to a deed restriction that the structure be preserved. The restriction shall run with the land.

The successful Offeror must make a twenty-percent (20%) down payment upon approval of the contract by the Town Council and be prepared to make full payment and close the purchase within sixty (60) days thereafter.

The Town will not be responsible for any broker, realtor, or other fees or taxes associated with the sale of the Hassinger Property. The successful Offeror shall be responsible for any such fees or taxes.

ATTACHMENT A. PROPRIETARY/CONFIDENTIAL INFORMATION
IDENTIFICATION FORM

Code of Virginia 2.2-4342F (updated 07/01/18): “Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.”

Trade secrets or proprietary information shall be identified in writing on this form, either before or at the time the data or other material is submitted. Note: If proprietary/confidential information is identified, Bidder/Offeror must submit a redacted copy (in electronic PDF format) of their bid/proposal in addition to the required number of copies requested. The proprietary or trade secret material must be clearly identified in the redacted bid/proposal copy by a distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Bidder/Offeror:

SECTION/TITLE	PAGE NUMBER(S)	REASON(S)	FOR	WITHHOLDING	FROM
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*Bidder/Offeror may attach additional sheets if necessary
☐ Check this box if there are none.

ATTACHMENT B. STATE CORPORATION COMMISSION (SCC) FORM

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

Pursuant to Code of Virginia 2.2-4311.2 subsection B, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid/proposal the identification number issued to it by the State Corporation Commission (SCC) and shall not allow the identification number to lapse, be revoked or cancelled at any time during the term of the contract. Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid/proposal a statement describing why the bidder/offeror is not required to be so authorized. A link to the SCC site is at <http://www.scc.virginia.gov>.

Select one of the following boxes. The undersigned Offeror :

- ☐ is a corporation or other business entity with the following SCC identification number:
.
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location).
- ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.
- ☐ has not completed any of the foregoing options but currently has pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow them to submit the SCC identification number after the due date for bids/proposals. The Town reserves the right to determine in its sole discretion whether to allow such waiver.

Signature:

Date:

Name:

(Print)

Name of Firm:

Title:

ATTACHMENT C. NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

- (1) That I am the offeror or a partner of the offeror, or an officer or employee of the offeror's corporation with authority to sign on its behalf;
- (2) That the attached proposal or proposals have been arrived at by the offeror and have been arrived at and submitted without collusion or any design to limit bidding or competition;
- (3) That the contents of the proposal or proposals have not been communicated to any person not an employee or agent of the offeror on any bid furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signature:

Date:

Name:
(Print)

Name of Firm:

Title:

TOWN OF ,

STATE OF , to wit:

I, , a Notary Public, do certify that whose name is signed to the foregoing has this date acknowledged the same before me in my Town foresaid.
Given under my hand this day of , 20 .

My Commission expires .

Notary Public

ATTACHMENT D. NOTICE OF EXCEPTIONS

Name of Bidder/Offeror:

List exceptions to any portions of ITB/RFP (i.e. General Terms & Conditions, Federal Terms & Conditions, Special Terms & Conditions):

☐ Check this box if there are none.

NOTE: THIS FORM IS NOT REQUIRED OR REQUESTED TO BE COMPLETED IN THE FOLLOWING INSTANCES. IF YOU FEEL THIS FORM DOES NOT APPLY TO YOUR SOLICITATION, PLEASE SELECT ONE OF THE FOLLOWING BOXES AND RETURN THIS FORM WITH YOUR BID/PROPOSAL SUBMISSION.

☐ Per Virginia Code § 2.2-4302.2 (3): “In the case of a proposal for information technology, as defined in § 2.2-2006, a public body shall not require an offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation.”

☐ Per Virginia Code § 2.2-4302.2 (4): “For architectural or engineering services, the public body shall not request or require offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to § 2.2-1132, until after the qualified offerors are ranked for negotiations.”

*This document shall be completed & returned with proposal submission.

FRANCHISE AGREEMENT

THIS **FRANCHISE AGREEMENT** (sometimes referred to herein as the "Agreement") is made and executed this _____ day of _____ 20__ by and between the Town of Abingdon, Virginia, (sometimes referred to herein as the "Town") and _____ (referred to herein as "Grantee").

WITNESSETH:

WHEREAS, the existing natural gas franchise between the Town of Abingdon, Virginia, and Atmos Energy Corporation expires May 7, 2021; and

WHEREAS, in order to protect the health, safety and welfare of the citizens of the Town, to protect and preserve the Town's public right-of-way and infrastructure and to provide for the orderly administration of the franchise contemplated herein, it is necessary and appropriate to require the Franchisee to conduct its business and operations in a lawful manner in compliance with the terms and conditions set forth herein below; and,

WHEREAS, the Town duly advertised, in accordance with all applicable law, a public notice of the sale of this franchise and solicited sealed bids therefore; and,

WHEREAS, the Town has determined that _____'s bid was the highest and best bid and pursuant to Town Ordinance _____ is granting this franchise to _____.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

SECTION I: There is hereby granted to _____, its successors and assigns (hereinafter for convenience, individually and collectively, referred to as

“Grantee”), the right, authority, privilege and franchise to construct, maintain, replace, repair and operate a system of gas mains, service pipes, regulator stations and all other necessary and appropriate equipment and facilities for the transmission, distribution and sale of natural gas in, upon, under, along, across and over the highways, streets, avenues, roads, alleys, lanes, ways, utility easements, parkways and other public grounds in the present or future corporate limits and in the environs of the community and Town of Abingdon (hereinafter for convenience referred to as “Town”), for the supplying and selling of natural gas and its by-products to said Town and the inhabitants, industries, institutions and businesses thereof, and for such purposes to construct, lay down, maintain, replace, repair and operate all necessary gas mains, service pipes and other appliances, fixtures and facilities as may be necessary for the transmission, distribution and sale of such natural gas to said Town and the inhabitants thereof for domestic, commercial, industrial and institutional uses, and for other purposes for which it may hereafter be used, for a period of thirty (30) years from and after the passage and approval of this Agreement.

SECTION II: All gas mains, service pipes, fixtures, facilities and other appliances so laid, constructed and maintained by virtue of this Agreement, shall be so laid, constructed and maintained in accordance with the best, latest and most acceptable engineering practices and in full accord with any and all applicable engineering codes adopted or approved by the natural gas distribution industry and/or engineering profession and in accordance with any applicable statutes of the Commonwealth of Virginia and the Rules and Regulations of the Commonwealth of Virginia State Corporation Commission (hereinafter for convenience referred to as “State Corporation Commission”) or of any other governmental regulatory commission, board or agency having jurisdiction over the Grantee. Said facilities shall be so constructed as not to interfere with the drainage of said Town or interfere with or injure any sewer or any other

improvement which said Town has heretofore made or may hereafter make in, upon or along any highway, street, avenue, road, alley, lane, way, utility easement, parkway or other public ground, or unnecessarily impede or obstruct such highways, streets, avenues, roads, alleys, lanes, ways, utility easements, parkways and other public grounds of said Town.

SECTION III: When the streets, avenues, alleys and other public ways are opened, or any other opening is made by Grantee within the Town, whether the same be made for the purpose of laying, constructing, replacing, maintaining or repairing the mains, pipes and other appliances and fixtures of Grantee, said Grantee will place and maintain all necessary safety devices, barriers, lights and warnings to properly notify all persons of any dangers resulting from such entrances, and will comply with all safety regulations required by federal, state and local laws.

SECTION IV: In the event it becomes necessary or expedient for the Town to change the course or grade of any public highway, street, avenue, road, alley, lane, way, utility easement, parkway, or other public ground in which Grantee is maintaining gas mains, pipes or other appliances and fixtures, upon notification by the Town, the Grantee will remove or change the location or depth of such mains, pipes or other appliances and fixtures as necessary to conform to the proposed street alteration at Grantee's own expense.

SECTION V: When any public highway, street, avenue, road, alley, lane, way, utility easement, parkway, or other public way is entered by Grantee, it shall, immediately following completion of work, restore the same to its former condition and to the reasonable satisfaction of the Town. In the event the Grantee shall fail to restore said streets, avenues, alleys or other public ways to their former state, the Town may, after giving Grantee reasonable written notice and failure by Grantee to make such restoration, make such restoration itself and charge the reasonable costs thereof to

Grantee. All pavement cuts or excavations, except in response to an emergency, shall be performed only upon permission of the Director of Public Works or designee under such reasonable terms and conditions as the Director of Public Works or designee may prescribe. Grantee shall give notice to the Town of emergency work as soon as possible after the commencement of such work. Notice shall be given by contacting the Town personnel designated for this purpose.

SECTION VI: Grantee shall at all times indemnify and hold harmless the Town from and against any and all lawful claims for injury to any person or property by reason of said Grantee or its employees' failure to exercise due care and diligence in and about the installing and maintenance of said system, guarding trenches and excavations while said system is being installed or subsequent extensions, repairs or alterations are being made or generally in the operation and maintenance of said system, provided the Grantee shall have been notified in writing of any claim against the Town on account thereof, and shall have been afforded the opportunity fully to defend the same.

SECTION VII: Town and Grantee hereby agree that this Agreement shall from time to time be subject to rules and regulations adopted by Grantee and approved by the State Corporation Commission or any other regulatory body having jurisdiction thereof during the term of this Agreement, and shall also be subject to all Rules and Regulations adopted and approved by the State Corporation Commission or any other regulatory body having jurisdiction over Grantee, and that all such Rules and Regulations shall be and become a part of this Agreement to the same extent and with the same effect as if said Rules and Regulations were herein set out in full. Grantee shall not be obligated or required to make any extension of distribution mains or service lines except in accordance with the provisions relating thereto adopted or approved by the State Corporation Commission.

SECTION VIII: Nothing herein contained shall be construed as preventing Grantee from installing, placing, replacing, taking up, repairing or removing gas pipes, mains, service pipes or other devices for furnishing gas services, from using any easements for gas service which are shown on any plat or plats of any portion of said Town heretofore or hereafter platted or recorded or any such easement which may hereafter be created, granted or dedicated for any such utility purposed by any person, firm or corporation whatsoever.

SECTION IX: Grantee shall execute a bond with good and sufficient security in favor of the Town, in the sum of Twenty-five Thousand Dollars (\$25,000.00), conditioned upon the proper performance of all the Grantee's obligations and agreements hereunder.

SECTION X: If any section or portion of any section of this Agreement shall hereafter be declared or determined by any court of competent authority to be invalid, Grantee at its election (to be given to the Town by notice in writing within thirty (30) days after such declaration or determination) may ratify or confirm the remaining portions of this Agreement and upon such ratification or confirmation the remaining portions of this Agreement shall remain in full force and effect.

SECTION XI: Grantee shall, within sixty (60) days after the passage of the Agreement, file with the Town Clerk of the Town its unconditional acceptance, signed by its authorized officer, of the terms and conditions of this Agreement and after filing of such acceptance, this Agreement shall constitute a contract between the parties thereto and shall, subject to the rights and powers vested in the State Corporation Commission or such other regulatory body of the Commonwealth of Virginia as may hereafter succeed to the rights and powers of the State Corporation Commission or as may exercise statutory jurisdiction of natural gas companies furnishing gas service in the

Commonwealth of Virginia, be the measure of the rights, powers, obligations, privileges and liabilities of said Town and of said Grantee.

SECTION XII: All rights herein granted or authorized shall be subject to and governed only by this Agreement, provided, however, that the Town expressly reserves unto itself all of its police powers to adopt general ordinances necessary to protect the safety and welfare of the general public in relation to the rights herein granted not inconsistent with the provisions of this Agreement. All the privileges given and obligations created by this Agreement shall be binding upon the successors and assigns of Grantee.

SECTION XIII: In consideration of the benefits which in the judgment of said Town will accrue to it by reason of the construction and operation of said gas system and as an inducement to Grantee proposing to construct, maintain and operate said system, the Town hereby agrees with Grantee that no franchise or pipe line tax, not now existing, shall be imposed or charged against Grantee by Town during the life of this franchise, but said Town hereby expressly reserves the right of assessing or charging any other valid tax of any nature, whether ad valorem or otherwise, which is now authorized or which may be hereafter authorized by the general laws of the Commonwealth of Virginia.

SECTION XIV: Grantee shall not be required to perform any covenant or obligation in this Agreement, or be liable in damages to the Town, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of God, force majeure or by the other party. An "act of God" or "force majeure" is defined for purposes of this Agreement as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public

enemy, wars, terrorism, insurrections, and/or any other cause not reasonably within the control of Grantee or which by the exercise of due diligence Grantee is unable wholly or in part, to prevent or overcome.

SECTION XV: This new Agreement shall take effect and be in force immediately upon its passage by the Town of Abingdon, Virginia and approval by the Mayor of said Town. The existing franchise between the Town and Atmos Energy Corporation which is scheduled to expire by its terms on May 7, 2021, is hereby mutually terminated by the parties as of the effective date of this Agreement.

Passed in Council this ____ day of _____, 20____.

_____ Ayes

_____ Nays

_____ Not voting

Approved this ____ day of _____, 20____.

Mayor

ATTEST:

Town Clerk

BY:_____

Town's Mailing Address and Phone Number:

DRAFT

**AN ORDINANCE OF THE COUNCIL
FOR THE TOWN OF ABINGDON, VIRGINIA TO AMEND
Code, Chapter 82 – Vehicles for Hire
Article II. – Taxicabs, Section 82-26**

WHEREAS, pursuant to Virginia Code § 46.2-2000, et seq., localities may regulate certain for-hire transportation; and

WHEREAS, Town Council wishes to amend an ordinance definition of taxicabs;

NOW, THEREFORE BE IT ORDAINED by the council of the Town of Abingdon that:

1. Should any section or provision of this ordinance be decided to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of any other section or provision of this ordinance or the Code of the Town of Abingdon, Virginia; and
2. The Town of Abingdon's current Code, Chapter 82 – Vehicles for Hire, Article II – Taxicabs, Section 82-26 that is proposed for amendment states:

TAXICAB

Any motor vehicle used for the transportation of passengers for hire or reward upon the streets of the Town, except buses operated under franchise and over fixed routes between fixed terminuses.

BE IT FURTHER ORDAINED, that Code, Chapter 82 – Vehicles for Hire, Article II – Taxicabs, Section 82-26 be amended as follows:

TAXICAB

Any motor vehicle having a seating capacity of not more than six passengers, excluding the driver, not operating on a regular route or between fixed terminals used in the transportation of passengers for hire or for compensation, and not a common carrier, restricted common carrier, transportation network company, TNC partner, or nonemergency medical transportation carrier as defined in Virginia Code § 46.2-2000.

CERTIFICATE

Pursuant to Section 2-100 of the Code of the Town of Abingdon, Virginia, I hereby certify that I have reviewed the foregoing proposed ordinance to Code, Chapter 82 – Vehicles for Hire, Article II – Taxicabs, Section 82-26, and find it to be in correct form, as set forth above, this ____ day of _____, 2021.

Cameron Bell, Counsel

This ordinance was adopted on _____, to take effect on _____.

Derek Webb, Mayor

The undersigned Clerk of the Town of Abingdon, Virginia (the “Town”), hereby certifies that the foregoing constitutes a true and correct copy of an ordinance duly adopted at a meeting of the Council held on _____. I hereby certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing ordinance, a quorum was present. I further certify that the minutes of meeting was a regularly scheduled meeting and that, during the consideration of the foregoing ordinance, a quorum was present. I further certify that the minutes of such meeting reflect the attendance of the members and the voting on the foregoing ordinance was as follows:

MEMBERS	ATTENDANCE	VOTE
Derek Webb, Mayor		
Donna Quetsch, Vice Mayor		
Amanda Pillion		
James Anderson		
Mike Owens		

WITNESS MY HAND and the seal of the Town of Abingdon as of _____, 2021.

(SEAL)

Kimberly Kingsley, Clerk