



SOUTH HILL TOWN COUNCIL
REGULAR MEETING MINUTES
MONDAY, SEPTEMBER 12, 2022, 7:00 P.M.

The regular monthly meeting of the South Hill Town Council was held on Monday, September 12, 2022 at 7:00 p.m. in the Council Chambers of the South Hill Town Hall located at 211 S. Mecklenburg Avenue, South Hill, Virginia 23970. The meeting was also available livestream via YouTube at <https://www.youtube.com/channel/UCXx969rpU0hUwMLl1ot78g>. Town Clerk Anna Cratch took minutes of the meeting.

1. CALL TO ORDER

Honorable Mayor Dean Marion called the regular meeting to order at 7:00 p.m.

2. INVOCATION

Mayor Marion rendered the invocation.

3. ROLL CALL

Mayor Marion called upon Town Clerk Anna Cratch to call the roll, which was as follows:

A. Council Members

Lillie Feggins-Boone
Delores B. Luster
Joseph E. Taylor, Jr.

Alex Graham
W.M. "Mike" Moody

Gavin L. Honeycutt
Shep Moss

B. Staff in Attendance

Stuart Bowen, Police Chief
Anna B. Cratch, Town Clerk
C.J. Dean, Dir. of Municipal Services

Kim Callis, Town Manager
Sheila Cutrell, Dir. of Finance and Admin.
Howard P. Estes, Jr., Town Attorney

4. APPROVAL OF AGENDA

A motion was made by Councilman Honeycutt, second by Councilwoman Feggins-Boone, to dedicate the September 12, 2022 meeting to the memory of Gilbert Luster. The motion carried unanimously.

A motion was made by Councilman Moody, second by Councilman Taylor, to approve an addition to the agenda for September 12, 2022 of a Closed Session Section 2.2-3711 A(8) Legal matter involving consultation with counsel for advice on FOIA Compliance. The motion carried unanimously.

A motion was made by Councilman Honeycutt, second by Councilman Moss, to approve the agenda for September 12, 2022. The motion carried unanimously.

5. APPROVAL OF MINUTES – AUGUST 8, 2022 WORK SESSION, SPECIAL MEETING, AND REGULAR MEETING

A motion was made by Councilman Honeycutt, second by Councilman Moody, to approve the minutes of the work session held on August 8, 2022 as distributed by Town Clerk Anna Cratch. The motion carried unanimously.

A motion was made by Councilwoman Feggins-Boone, second by Councilman Moody, to approve the minutes of the special meeting held on August 8, 2022 as distributed by Town Clerk Anna Cratch. The motion carried unanimously.

In reference to Other Business Item B of the August 8, 2022 regular meeting, Councilman Taylor asked that the word “defer” be replaced with “refer”. A motion was made by Councilman Moody, second by Councilman Honeycutt, to approve the minutes of the regular meeting held on August 8, 2022 as amended. After brief discussion, the motion carried unanimously.

Councilman Moss shared several comments with Council as to why he feels “Now is the Time”.

6. CITIZENS TO ADDRESS COUNCIL

Comments are limited to three minutes (five minutes if on behalf of a group).

Mayor Marion reminded everyone regarding the policy for those who wish to address Council.

The following citizens addressed Council:

- Carl Sasser – Late Policy on Water Bills (§ 86-56. - Date of bills; penalties for delinquent payment; effect of nonpayment of bill or penalties)
Councilman Moody asked staff to review the ordinance.
- Gretchen Hayes – Late Policy on Food Tax
- Wade Crowder – Complaints regarding Behavior of Town Employees and Town Hall being closed due to COVID

7. PUBLIC HEARINGS

Comments are limited to three minutes (five minutes if on behalf of a group).

A. Proposed Real Property Tax Increase – Sheila Cutrell

Sheila Cutrell informed Council a Public Hearing has been called for comments regarding a proposed real property tax increase. Based on the recent reassessment, real property values in the Town increased by approximately 11%. Code of Virginia §58.1-3321 requires either a reduction in the rate of levy for the forthcoming tax year so as to cause such rate of levy to produce no more than 101% of the previous year’s real property tax levies or holding a Public Hearing to implement an effective rate increase.

Ms. Cutrell opened the Public Hearing.

- Wade Crowder commented he is for leaving the tax rate as it is.

Ms. Cutrell closed the Public Hearing. Councilman Moody reported the Budget and Finance Committee met on August 4 to discuss the real estate tax rate as a result of the increased property values. After discussion of several expenses which were not included in the FY23 budget, the committee

unanimously agreed to recommend maintaining the real property tax rate at \$.34 per \$100 of assessed value.

A motion was made by Councilman Moody, second by Councilman Honeycutt, to adopt a real property tax rate of \$.34 per \$100 of assessed value for the tax year beginning July 1, 2022 and ending June 30, 2023. The motion carried unanimously.

B. Sale of Real Property Interest to the Roanoke River Service Authority (RRSA) – Kim Callis

Kim Callis informed Council a Public Hearing has been called for comments regarding the Town’s intention to sell to the RRSA its real property interests related to easements and properties needed for water distribution lines which extend south from a storage tank facility known as “Vault A,” which is located a short distance south of the southernmost boundary of South Hill, in a southerly direction to Big Fork, and thence in a westerly direction along Highway 58 to the Boynton area, together with all other water facilities appurtenant to those distribution lines. Water customers served by these lines will be served by the RRSA after the sale.

At its August 8, 2022 regular meeting, Council adopted a Resolution Authorizing and Approving the Sale of Certain Water Facilities of the Town of South Hill, Virginia to the RRSA.

Mr. Callis opened the Public Hearing. No speakers wished to comment.

Mr. Callis closed the Public Hearing. **A motion was made by Councilman Honeycutt, second by Councilman Moody, to confirm the adopted August 8, 2022 Resolution and authorize the Sale of Certain Water Facilities of the Town of South Hill, Virginia to the RRSA. The motion passed via roll-call vote** as follows:

Councilwoman Feggins-Boone-Aye	Councilman Graham-Aye
Councilman Honeycutt-Aye	Councilwoman Luster-Aye
Councilman Moody-Aye	Councilman Moss-Aye
Councilman Taylor-Aye.	

C. Proposed Reduction to Water and Sewer Connection Fees adopted as part of the Town’s FY22-23 budget – Kim Callis

Kim Callis informed Council a Public Hearing has been called for comments regarding a proposed reduction in the water and sewer connection fees adopted as part of the Town’s FY22-23 budget. The proposal is to reduce the minimum water connection fee from \$2,000 to \$1,000 and to reduce the minimum sewer connection fee from \$3,000 to \$1,500.

Mr. Callis opened the Public Hearing.

- Wade Crowder commented the fees shouldn’t have been jacked up double to start.
- Gretchen Hayes asked who gets to decide the minimum fee and what determines it. C.J. Dean reported the minimum standard fee is based on a standard residential 3/4” connection for water and sewer. Mr. Callis stated staff looks at the cost of the labor and materials to determine the cost if it is a nonstandard meter. A standard connection goes from our waterline to the water meter.
- Bain Cameron shared comments regarding the adopted changes for water and sewer fees for the current fiscal year. He encouraged Council to maintain the adopted budget and its enacted fee structure.

Mr. Callis closed the Public Hearing. Councilman Moody commented his understanding in talking with legal counsel is that anyone who paid from July 1, 2022 to September 12, 2022 paid the new rates and is not entitled to receive a refund because payment was based upon the current rates. Attorney Estes added that the Council cannot legislate retroactively.

Receiving confirmation the prior budget was properly advertised, and the Budget and Finance Committee met multiple times in preparation for the Public Hearings and adoption in 2022, Councilman Taylor objected to revising the water and sewer connection fees back to FY21-22 rates. He suggested the budget and fees be kept as-is and address this in an appropriate budget process beginning in January and February. Councilman Honeycutt commented this particular line item was never brought up in the Budget and Finance Meetings. Councilman Moody commented we didn't verbally notify the public about the increase.

A motion was made by Councilman Honeycutt, second by Councilman Moody, to modify the current minimum water and sewer connection fees to reflect the FY21-22 rates (minimum water connection fee of \$1,000 and minimum sewer connection fee of \$1,500) to be effective September 15, 2022 to June 30, 2023. The motion passed via **roll-call vote** as follows:

Councilwoman Feggins-Boone-Aye	Councilman Graham-Aye
Councilman Honeycutt-Aye	Councilwoman Luster-Aye
Councilman Moody-Aye	Councilman Moss-Aye
Councilman Taylor-No.	

8. TOWN MANAGER REPORT

A. Waiver and Release Agreement related to the Sale of Water Line Facilities to the RRSA

As a follow up to the sale to the RRSA of certain water line facilities as described in the Resolution Authorizing and Approving the Sale of Certain Water Facilities of the Town of South Hill, Virginia to the RRSA adopted on August 8, 2022, Kim Callis informed Council it is the intent of Mecklenburg County Public School (MCPS), the RRSA, and the Town to enter a Waiver and Release Agreement whereby MCPS waives and releases the Town and RRSA from claims related to the operation of the water line facilities pursuant to the representations, recitals, and warranties listed in the draft Agreement.

A motion was made by Councilman Moody, second by Councilwoman Luster, to approve and adopt the Waiver and Release Agreement related to the sale of water line facilities to the RRSA as presented. The motion passed via **roll-call vote** as follows:

Councilwoman Feggins-Boone-Aye	Councilman Graham-Aye
Councilman Honeycutt-Abstain (<i>due to position with MCPS Board</i>)	
Councilwoman Luster-Aye	Councilman Moody-Aye
Councilman Moss-Aye	Councilman Taylor-Aye.

B. Chamber Events and Street Closure Requests

Mr. Callis informed Council the South Hill Chamber of Commerce is busy planning its Fall Crawl and Hometown Christmas events. As in years past the Chamber is requesting the following street closures:

- Saturday, October 29, 2022 – SE Main Street between the Town Hall and the Chamber of Commerce for the Fall Crawl costume contest and trick-or-treating

- Friday, December 2, 2022 through December 4, 2022 – Mecklenburg Avenue Extension, East Danville Street from Mecklenburg Avenue to Brook Avenue (in front of the Library) and SE Main Street for the Hometown Christmas event
- Sunday, December 4, 2022 – main streets from Airtec on West Danville Street to First Baptist Church on North Mecklenburg Avenue (the traditional Christmas parade route) for the Christmas parade; the parade will begin at 2:00 p.m.

The Chamber Events Committee also requests permission to have a light pole decorating contest downtown on the decorative street lamps.

The requests have been reviewed with the Police Department and Public Works Department. Once approved, street closure maps will be provided to appropriate staff.

A motion was made by Councilman Honeycutt, second by Councilman Moody, to approve the Chamber of Commerce event related requests as presented. Councilman Moss noted that he is a board member of the Chamber of Commerce but stated he can vote fairly without conflict. The motion carried unanimously.

C. Request to Pipe Creek on Private Property

Mr. Callis shared a formal request sent to the Town from Melvin E. Brown, III to pipe a section of a creek that runs through two vacant parcels in a residential area that is privately owned by the Brown family. Vegetation around the creek is overgrown as it has not been maintained.

The Brown family has made a couple of requests over the years that the Town pipe the creek on their private property. As with other parties who have inquired about piping creeks and streams, they were informed that maintenance of private property is the owner’s responsibility and not that of the Town. Further, it was also explained that the Town has no authority over streams and creeks. The Town has helped “clean up” this particular creek a couple of times, but given the density of the growth around the creek (photos were shared with Council), it appears no visible ongoing maintenance has been performed by the property owner. Mr. Brown states the Town piped other sections of the creek decades ago, but he did not present information to support this statement. Town staff advised that they have not found information to substantiate that statement either.

Streams and creeks generally fall under the Clean Water Act that is administered by the United States Environmental Protection Agency (EPA), with permitting handled by the United States Army Corps of Engineers (USACE). According to the EPA, “small streams, including those that do not flow all the time, make up the majority of the country’s waters.” The EPA goes on to say that while small streams are often unnamed and appear insignificant, they are critical to the health of the entire river network and downstream communities.

Piping a stream or creek requires a rigorous and exhaustive administrative process to obtain permits and significant expense to engineer and install a pipe system. Doing so is not the responsibility of local government nor part of the Town’s capital budget. Mr. Callis has asked Sam Carroll of B&B Consultants for his thoughts on the requirements and expense of piping this creek. Mr. Callis also reached out to the Southside Planning District Commission about the possibility of obtaining grant funds and was informed that none appear to be available for this type of request.

A GIS map was shared that reflected the extent of the streams and creeks throughout the Town, many of which extend across private property. C.J. Dean commented the sewer easement that goes

through there parallels the creek but is probably 20' to 30' from it. Councilman Moody mentioned it is so grown up there that he couldn't find the creek.

A motion was made by Councilman Moody, second by Councilman Taylor, to decline the request to pipe the creek that extends between Brook Avenue and Robertson Street through property privately owned by the Brown family. The motion passed via **roll-call vote** as follows:

Councilwoman Feggins-Boone-Aye	Councilman Graham-Aye
Councilman Honeycutt-No	Councilwoman Luster-Aye
Councilman Moody-Aye	Councilman Moss-Aye
Councilman Taylor-Aye.	

9. FINANCE REPORT

A. Transfer of Funds

Sheila Cutrell reported that at last month's Council meeting, there was discussion regarding investment of funds and transferring funds to the investment account. At Council's direction, funds in the amount of \$9 million were transferred to the VIP Stable NAV Liquidity Pool in August pending a recommendation from the Budget and Finance Committee. The committee was scheduled to meet on August 29. As that meeting had to be rescheduled, the committee met Monday prior to the September Town Council meeting. Based upon updated rate information and the indication that the Fed intends to increase rates again later this month, staff recommends no action be taken at this time. Staff will schedule meetings with the top two proposers and the Budget and Finance Committee toward the end of September after the Fed meets again. Staff plans to present a recommendation to Council at the October meeting.

10. REPORTS TO APPROVE AS PRESENTED

For efficiency, the following reports for September 2022 were grouped to approve as presented.

A. Town Manager Report

i. Facilities Reservation Calendar

Kim Callis presented Council with a calendar of activities and reservations at Centennial Park, Parker Park, the South Hill Exchange, and other Town facilities.

ii. Whittles Mill Update

Mr. Callis shared a letter the Federal Energy Regulatory Commission (FERC) electronically posted to its library dated August 26, 2022 regarding Whittles Mill to the Virginia Department of Historic Resources (DHR). Justin Curtis, our AquaLaw legal counsel on this matter, believes the letter is a good sign that FERC will not order removal of the dam. He advises the Town to take no action pending DHR's review of the letter.

B. Finance Report

i. Monthly Financial Report

Sheila Cutrell submitted the financial report as follows:

General Fund	- \$ 4,256,090.16	Total Investment Accounts	- \$23,822,746.30
Water and Sewer Fund	- 4,794,372.95	Total Police Dept. Savings	- \$ 33,187.52
Cemetery Fund	- 18,125.45	Total Taxes Due Thru 8/31/22	- \$ 228,065.78
Business Dist. Resurgence Grant	- 29,522.36	(Real Estate and Personal Property, all years)	
Total in Checking	- \$ 9,098,110.92		

ii. Real Estate Tax Sale

Ms. Cutrell reported she was notified via email on August 8, 2022 that Russell Slayton’s office is not able to handle the Town’s tax sale on a parallel timeline with Mecklenburg County due to their small staff and the overwhelming number of properties they are handling for Mecklenburg County. They have proposed to file suits for the Town by the end of December in anticipation of conducting a sale in early spring. As the purpose of having Russell Slayton’s office handle the Town’s tax sale was to take advantage of holding the sale in conjunction with Mecklenburg County, it is staff’s recommendation to engage TACS to handle tax sales for the Town moving forward.

C. Police Report

Chief Bowen submitted the police report. He reported there were 190 activity incidents, 45 reportable criminal offenses, 992 calls for service, and \$14,000.00 property recovered. Other miscellaneous included 10 court hours, 45 training hours, 31 warrants issued, and 2 inoperative vehicles tagged.

He reported the following administrative news:

- Acting Corporal Ryan Mills completed 40 hours General Instructor at the training academy.
- Donna Burch attended two virtual trainings in regards to DCJS Asset Forfeiture.
- Officer Russ Inge completed VCIN Level B recertification online.
- Chief Stuart Bowen completed two hours FOIA training virtually.

D. Municipal Services Report

i. Projects Report

C.J. Dean submitted the projects report as follows:

- The contractor on the NE Sewer Project continues the process of boring under Interstate 85. The boring job under the interstate has been complicated as rock has been encountered slowing the work. VDOT has given permission for work within the limited access to occur. This work will be an open cut of the last sixty feet to complete the bore. The work is scheduled to begin after Labor Day.
- The fall softball season started the end of August.
- The Public Works Crew has made great strides in installing the radio read water meter system as materials are finally arriving. This would not be possible without the accounting department as each water account must be updated manually to match the new system.
- The Town of South Hill’s Bacteriological Sample Siting Plan (BSSP) was approved by VDH ODW. This update was necessary in the event that the

waterlines are transferred to the RRSA. Fifty percent of the sites in the BSSP are located on waterlines that would be transferred to the RRSA. The new plan will be activated when the transfer takes place.

- The Town will also have to modify the “MISS Utility” mapping through the state office once the waterline transfer is complete. As a member of the 811 or MISS Utility system, when a contractor will be conducting underground work, state law requires the contractor to call 811 at least 48 hours prior to commencing work. The Town is notified and crews are dispatched to mark the existing water and sewer lines. Since the ownership of the waterlines will change, the Town will no longer be tasked with marking the waterlines that the Town would no longer be responsible for maintaining.
- A search was conducted for the easements that pertain to the waterline that will be sold, and the results of this search were forwarded to the Town Attorney.

ii. South Hill Volunteer Fire Department (SHVFD) Report

Chief Vaughan submitted the fire report. Chief Vaughan reported the SHVFD responded to 74 total alarms with an average of 14 volunteers present per call. The current volunteer roster is 46. Calls responded to in Town were 48, within the county district were 28, and involving fire were 14. Mutual aid given was 13, and automatic aid received was 14. Training included rural water operations, aerial operations, module II tech rescue, and apparatus familiarization. Fundraising efforts include the S&S BBQ Fundraiser (over 1,900 lbs. sold), the Annual Bucket Drive on September 3, a new t-shirt design for sale to the public, and the Fish Supper on October 1.

He reported the following administrative news:

- Truck 7 assessments of the damage are complete. They are working with vendors on parts and supply issues to get a final timeline on the return of Truck 7.
- The Station is undergoing a few improvements to make the facility safer and more efficient. Town staff and volunteers have been working to replace ceilings and lights, paint, and repair flower beds, etc.
- Additional equipment purchases totaling over \$40,000 have been ordered for the new Heavy Rescue in the last week. The SHVFD currently has approximately 70% of the equipment in and hopes to have the rest by the end of the year. The capital outlay equipment ordered is expected to arrive early November 2022. The total equipment cost for Rescue 7 will be approximately \$400,000 to \$420,000.
- The SHVFD added a few new members and will begin the six months training program with them immediately. They have already registered for several state funded classes.
- The SHVFD will be hosting the Chamber of Commerce Luncheon on September 13.

E. Code Compliance Report

i. Report of Activity

David Hash submitted the report of activity as follows:

Inspections Completed	-	53
Permits Issued	-	26
Fees Collected	-	\$ 156,634.28
UEZ Exemption	-	\$ 0
Rehab Exemption	-	\$ 0
General Exemption	-	\$ 0
Work Value	-	\$30,722,015.00

New businesses (flea market vendors) at 935 W. Atlantic Street included:

- JS Antiques
- Cheryl's Thrifty
- Ver's Nook
- Kim's Vintage Life
- Touched by A T
- PickinPatty
- It Was Mama's

ii. Dilapidated Properties

Along with the list of completed dilapidated properties, a report on the status of 65 dilapidated properties was also presented.

F. Business Development Report

Brent Morris submitted the business development report as follows:

- Information about South Hill is continuing to be pushed out to major retailers in conjunction with Retail Strategies.
- Mr. Morris is continuing to work with a development group on several buildings in the downtown area. The group has purchased several and is looking at several more. Discussions include new upstairs apartments in addition to new retail on the ground level.
- Mr. Morris and Mecklenburg County Economic Development met with representatives from Virginia Tech to discuss having an Economic Impact Study done as a tool for future business recruitment. The representatives are currently preparing a proposal.
- The former Stage Distribution Center is continuing to be shown to prospective industries.

G. Human Resources Report

Kristine Martin submitted the following administrative news:

- Stacy Archer completed required training including Elevator Provisions, International Swimming Pool and Spa Code, and Administrative and Related Codes.
- Anna Cratch completed required biennial training by the Virginia Freedom of Information Advisory Council.
- Kristine Martin attended a four-Part Webinar Overview Series of VRS courses that provided a high-level introduction to VRS benefits and systems topics. Overview training is a great way for new employers to get started or for experienced employers to get a refresher on VRS topics.

- David Hash and Robert York attended the Virginia Building and Code Officials Association (VBCOA) Regional Meeting and Training.
- The Town received approval from Virginia Risk Sharing Association (VRSA) for a \$4,000 Risk Management Grant which was submitted to support upgraded confined space equipment and fleet service equipment for Municipal and Fleet Services.
- James Hutton began employment with the Streets Crew in the Public Works Department on August 29.
- The Town is currently recruiting for a Maintenance Operator in the Water and Sewer Division and Police Officers with the South Hill Police Department.

A motion was made by Councilman Honeycutt, second by Councilman Moody, to approve the Reports to Approve as Presented for September 2022. The motion carried unanimously.

11. COMMITTEE REPORTS

There were no committee reports.

12. APPOINTMENTS

A. South Hill Planning Commission

Mayor Marion reported that as Laurie J. Malone resigned from the South Hill Planning Commission on June 12, 2022, Woody Oakley was contacted and agrees to serve out Ms. Malone's four-year term ending December 31, 2023.

A motion was made by Councilman Moody, second by Councilman Honeycutt, to appoint Woody Oakley to serve out Laurie Malone's term on the South Hill Planning Commission which ends December 31, 2023. The motion carried unanimously.

B. Lake Country Area Agency on Aging (LCAAA)

Mayor Marion reported that as Helen M. Chessman recently resigned from the LCAAA, Phyllis Speede was contacted and agrees to serve out Ms. Chessman's three-year term ending September 30, 2023.

A motion was made by Councilwoman Feggins-Boone, second by Councilman Moody, to appoint Phyllis Speede to serve out Helen M. Chessman's term on the LCAAA which ends September 30, 2023. The motion carried unanimously.

C. South Hill Town Council Ward 2

Mayor Marion reported that as G. Ben Taylor, Jr. officially resigned from his South Hill Town Council Ward 2 seat on August 9, 2022, Randy Crocker was contacted and agrees to serve out Ben Taylor's four-year term ending December 31, 2022. General Elections for this position will be held November 8, 2022 for a term beginning January 1, 2023. Mr. Crocker was in attendance at the Council meeting.

A motion was made by Councilman Honeycutt, second by Councilman Moody, to appoint Randy Crocker to serve out Ben Taylor's Ward 2 term on the South Hill Town Council which ends December 31, 2022. The motion passed via **roll-call vote** as follows:

Councilwoman Feggins-Boone-Aye
Councilman Honeycutt-Aye
Councilman Moody-Aye
Councilman Taylor-Aye.

Councilman Graham-Aye
Councilwoman Luster-Aye
Councilman Moss-Aye

13. OTHER BUSINESS

Councilwoman Luster thanked everyone for their kindness and support with the recent passing of her husband Gilbert.

14. CLOSED SESSION

Legal – § 2.2-3711 A(8)

Pursuant to Legal – § 2.2-3711 A(8) of the Code of Virginia and on **motion of Councilman Moody**, and **second of Councilman Taylor**, the South Hill Town Council entered into **Closed Session** to discuss a Legal matter involving consultation with counsel for advice on FOIA compliance. The motion carried unanimously. The Mayor announced publicly in the meeting that the South Hill Town Council was now in Closed Session.

In addition to the Mayor and Town Council members, Council requested the presence, in the entirety of the Closed Session, of Kim Callis, Anna Cratch, and Howard Estes. Councilman Moss recused himself from the Closed Session.

15. OPEN SESSION

A motion was made by Councilman Taylor, second by Councilman Moody, that the Closed Session be adjourned and that the South Hill Town Council reconvene its meeting in **Open Session**. The motion carried unanimously. The South Hill Town Council reconvened in Open Session.

RESOLUTION CERTIFYING CLOSED SESSION

A motion was made by Councilman Moody, second by Councilwoman Feggins-Boone, that the minutes of this meeting reflect that no formal action was taken in the Closed Session and further moved that a Resolution Certifying the Closed Session be adopted and reflected in the minutes of this meeting as follows:

WHEREAS, the South Hill Town Council convened in Closed Session on this date by an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act:

NOW THEREFORE, BE IT RESOLVED, that the South Hill Town Council does hereby certify that to the best of each member’s knowledge, (1) only public business matters lawfully exempted from open meeting requirements under the Freedom of Information Act were discussed in the Closed Session to which this certification applies, and (2) only such public business matters as were identified in the motions by which the said Closed Session was convened were heard, discussed, or considered by the South Hill Town Council. The motion passed via **roll call vote** as follows:

Councilwoman Feggins-Boone-Aye	Councilman Graham-Aye
Councilman Honeycutt-Aye	Councilwoman Luster-Aye
Councilman Moody-Aye	Councilman Moss-Abstain
Councilman Taylor-Aye.	

There was no further action taken in the meeting.

16. ADJOURNMENT

There being no further business matters before the South Hill Town Council, Mayor Marion adjourned the meeting dedicated to the memory of Gilbert Luster at 9:18 p.m.

VALIDATION

Minutes approved this _____ day of _____, 20_____.

Anna B. Cratch, Town Clerk

Dean Marion, Mayor

Over the past two years there has been a great deal of talk about issues that I have raised in Town Council meetings and most recently about the burning of public documents.

I believe that all forms of government including our local government, should be fair, open, and transparent. I believe that our Town government is obligated by not only morals and ethics, but by law, required to provide accurate information, a fair, non-hostile working environment, as well as, productive Council meetings.

In my opinion, over the past few months, these beliefs have not been allowed to take place. In my opinion we have had citizens come forward with questions and concerns that were not answered, and even in some cases, were looked down upon for even questioning the decisions of Council or decisions made by staff.

In my opinion we have heard unfounded and false allegations towards our volunteer fire department about the taking of pictures of the burning documents. I want to let our fire department along with all of our EMS and police departments know that I fully support these vital, life saving, award winning departments that are such a great asset to our community. I want the members of these departments to know that I feel safe and sleep better at night knowing that they are here protecting my family, my property, and my community.

In my opinion we also have heard conflicting statements, misinformation concerning the documents and my actions surrounding them. In my opinion the local government and Town Council meetings are not the arena to make what are in my opinion, false allegations, to project false narratives, or to portray citizens, organizations or fellow Council members as criminals or thieves, especially based on contrasting public statements from month to month. In my opinion our local government should not be on witch hunts or using our power to carry out personal vendettas against fellow Council members, employees, organizations, or citizens.

The makeup of our Council has changed since the last meeting and will continue to change with the upcoming elections in November. Now is the time for our community, our Council and the Town staff to come together and work towards solving some very apparent issues that we are dealing with.

Now is the time to let all prospective businesses looking to locate here in our community know that we are open for business, that we have a wonderful Business Development Manager committed to attracting the best of the best business here with good paying, career type jobs. That South Hill has some of the most aggressive incentives of any locality our size and we are fully supported by this Council as well as two business based organizations, both which are motivated and committed to supporting our local businesses and community. We have a Mayor, Dean Marion and a Vice Mayor, Mike Moody, that I know are dedicated and committed to making our Town and community a beacon for success and prosperity as well as a model for other local governments to follow. Couple these assets along with our hospital and brand new school facility, we are ready for a new direction and a new level of success.

Now is the time to thank our contractors and investors for their consideration of investing in our community. We need your continued efforts to bring more housing, family entertainment, and business

opportunities for our citizens. Your commitment to our community is appreciated and it does not go unnoticed. To you I say Thank You.

Now is the time for all of our elected officials and staff to embrace new ideas, new approaches, and a new train of thought process. The world has changed and is continuing to change. In my opinion we can no longer continue to have the mentality of that's the way we've always done it. We have to be very aggressive with looking for ways to say yes, not to just automatically say no. We need to have clear and concise policies and procedures for our employees and citizens. In my opinion we can no longer continue to choose not to address problems, but rather do our civic duty and fulfill our obligations as elected officials to evaluate, process, and work together to address and solve issues as they arise.

In my opinion, now is the time for the personal attacks, false allegations, the misinformation and the negative billboards to stop. It's time to start working together. It's time for decorum and decency to return to our monthly meetings.

It's time for all of these things I mention to happen, but in my opinion, it's also time for the truth, transparency, as well as Town leadership, and a staff, that is approachable, open to suggestions and ready to move forward. To borrow a phrase from a well respected friend and business colleague of mine, "90% of the truth is still 100% a lie".

To my fellow citizens, Council members, business partners and Town employees, I am committed to this great Town, to our success, and to our happiness, and I ask that you join me in the same. I will continue to do my best to bring you the truth, to continue to ask the tough questions, and to be the best Council member that I can be. I was elected to do more than to just pass a budget and handle policy issues. My fellow Council members, we were elected to be both legal and monetary fiduciaries for our taxpayers. We were elected to ensure that our community is stable, healthy and successful for many future generations to come. We were elected to make sure that our citizens are told the truth and accurate information 100% of the time. We were elected to govern this Town, not just rubber stamp motions and information given to us.

Now is the time for leadership like we've never seen before, now is the time to pull from leaders of our past to help mold our future. Now is the time for trust, truth and transparency for our citizens. I'm ready to roll up my sleeves and go to work for this great community and I ask you to join me in embracing this new time for South Hill, Now is the Time!

At the Regular Monthly Meeting
of
South Hill Town Council
Monday, 12 September 2022, 7 PM

Verbal comments to Council regarding Agenda item:

7. Public Hearings

C. Proposed Reduction to Water and Sewer Connection Fees adopted as part of the Town's FY22-23 budget

It seems to me that there are *two* issues for Council to consider with regard to the adopted changes in Water & Sewer Fees for the current Fiscal Year.

In looking at the slide deck from the Budget's adoption, we see adjustments to not *only* the Water & Sewer *hookup* Fees. No, most of the water supply – and therefore the disposal – rates also increased. Surely it would be inconsistent of Council to “roll back” connection Fees without handling the other, simultaneously changed Fees in the same way. Whatever wish one may have about communication of the Budget in regard to *hookup* Fees, precisely the same communication occurred with water *service & disposal* Fees. Those changes affect thousands of household and businesses in *and around* South Hill. Nobody likes to pay more for the same service, yet the community does not seem to have a difficulty in understanding and accepting the increase.

Turning to the particular adjustments that have their Hearing this evening, I encourage the Council to place great weight on what are by all indications undisputed factors:

- Factor 1: The rates have not been increased for decades.

(Whether they could, should, or might have been incremented more gradually and more *frequently*, connections purchased last year were a steal, at well-outdated levels.)

- Factor 2: The Budget adoption process undertaken earlier this year by the Town, the Council, and *all interested parties* was proper, usual, and customary.

(If, for example, I did not attend the spring Budget Hearing, it is the fault or shortcoming of no one. Simply, rather, I did not choose to engage to offer input, through long- and well-established order, at the *appropriate* time.)

As to the suggestion that a development of 160 units could be influenced based on the current Fees, I am confident that any business would consider the relative benefits of locating its investment in South Hill. In that utility connections increase the value of a property, the Fees paid accrue to the Real Asset of a business. To have Fees “rolled back” for 10 months would deliver a summary \$160,000 value increase to the business on July 1, 2023, from Water connections, with another quarter-million dollar increase from the Sewer hookups.

Were *one person* to come before Council with a compelling, valid grievance, I would hope that the decision would be for Justice. However, in a community of thousands, if Council entertains every self-interested petition from a handful of citizens, would it move us forward as a community?

As you look out at the Council Chambers this evening, be reminded that *thousands* stayed home – not because of a rainstorm – but because they trust you to uphold a properly adopted Budget.

With no *compelling* reason to modify the Budget in the contemplated regard, I encourage Council to maintain the adopted Budget and its enacted Fee structure.

– *Comments delivered by Bain Cameron (South Hill, VA).*

CONTRACT OF PURCHASE AND SALE
OF WATER FACILITIES

THIS CONTRACT is made and entered into this 2nd day of August, 2022, by and between TOWN OF SOUTH HILL, VIRGINIA (“South Hill”), a municipal corporation of the Commonwealth of Virginia, and ROANOKE RIVER SERVICE AUTHORITY (“RRSA”).

RECITALS:

- R-1 South Hill owns water distribution lines, and other water facilities, including interests in real property, ownership of tangible personal property, and ownership of intangible personal property (e.g., permits).
- R-2 The water distribution facilities which are the subject of this contract (“Water Facilities”) include water distribution lines which extend south from Vault A, which is located a short distance south of the southernmost boundary of South Hill, in a southerly direction to Big Fork, and thence in a westerly direction along Highway 58 to the Boydton area, together with all other water facilities appurtenant to those distribution lines, including interests in real property, tangible personal property, and intangible personal property (e.g., permits). “Water Facilities” also include the Vault A facilities. “Water Facilities” do not include real property, distribution lines and other water supply facilities which extend east from Vault A; i.e., RRSA is purchasing only Vault A, and all water supply facilities which lie south and west of Vault A.
- R-3 The parties have negotiated terms on which RRSA will purchase the Water Facilities from South Hill for the sum of \$800,000.
- R-4 The parties have agreed that closing will occur on or around August 20, 2022, which is near the date South Hill bills its water customers.
- R-5 Closing documents will include a deed and Bill of Sale which will transfer to RRSA all ownership interests of South Hill in the Water Facilities.
- R-6 The parties make and enter into this contract to evidence the purchase and sale terms as negotiated between them and to cause said terms to be binding on each of them.

WITNESSETH: That for and in consideration of the mutual and reciprocal benefits inuring to the parties hereunder, and in further consideration of the duties imposed upon the parties hereby, the parties covenant and agree as follows:

1. The foregoing recitals are herein incorporated by this reference.
2. The Water Facilities to be sold by South Hill to RRSA include all water distribution lines which extend south from Vault A, which is located a short distance south of the southernmost boundary of South Hill, in a southerly direction to Big Fork, and thence in a westerly direction along Highway 58 to the Boydton area, together with all other water

facilities appurtenant to those distribution lines, including interests in real property, tangible personal property, and intangible personal property (e.g., permits).

3. At closing, South Hill will execute and deliver the following documents:
 - a. Deed conveying all real property interests of South Hill in the Water Facilities.
 - b. Bill of Sale transferring from South Hill ownership of all personal property, tangible and intangible, which constitute an appurtenance to, or property interest associated with, the Water Facilities.
 - c. Any other documents necessary to effect closing.
4. At closing, RRSA will:
 - a. Pay to South Hill the sum of \$800,000, which will constitute full consideration for the Water Facilities.
 - b. Execute and deliver any other documents necessary to effect closing.
5. After closing, all water customers of South Hill served by the Water Facilities will be water customers of RRSA.
6. After closing, RRSA shall have all responsibility and liability arising from ownership and operation of the Water Facilities.
7. South Hill and RRSA will execute any and all documents necessary to effect the sale and transfer of the Water Facilities, and the obligation of each to execute such documents shall survive closing, so that after closing RRSA and South Hill shall execute any documents needed to perfect the transfer of ownership of the Water Facilities.
8. If the Water Facilities, or any portion of the Water Facilities, are encumbered by a deed of trust lien, or are otherwise encumbered to secure repayment of debt of South Hill, at or prior to closing South Hill will secure releases of all such liens and obligations, so that at closing the Water Facilities will be transferred to RRSA free and clear of any liens of encumbrances.
9. South Hill reserves all rights and interests in the water fees and charges accruing through September 22, 2022 meter readings. If any South Hill water customers fail to pay to South Hill, after closing, any amounts owed by such customers to South Hill, RRSA will cooperate with South Hill in South Hill's efforts to collect such delinquent amounts, which collection shall be effected in compliance with the water and sewer regulations of South Hill, including up to termination of service.

10. RRSA owns and operates the water treatment plant which adjoins the western right-of-way for U.S. Highway 1 south of South Hill. Water provided to customers of South Hill is provided by RRSA, which delivers the water through water distribution lines extending from the RRSA water treatment plant, north to Vault A.
11. As the South Hill water system is designed, at times water delivered by RRSA to South Hill will be transported north of Vault A, for purposes such as storage by South Hill, and then delivered from South Hill south to Vault A, and therefrom distributed through the water distribution lines of the Water Facilities.
12. If South Hill becomes out of compliance with any governing law and regulation, it will promptly notify RRSA.
13. If operation of the South Hill water system would cause an interruption in the flow of water being delivered from South Hill into the Water Facilities, South Hill will promptly afford RRSA notice of the cause of the interruption, and the actions which will be taken by South Hill to remediate the condition which caused such interruption of water flow.
14. The Water Facilities will be transferred from South Hill to RRSA in "as is" condition, without warranty by South Hill as to the condition or functionality of the Water Facilities.
15. South Hill will not pay connection fees for connecting to the Water Facilities.
16. South Hill shall have the right to request calibration of the three meters in Vault A, and RRSA shall perform those calibrations as requested. South Hill shall reimburse RRSA for the costs incurred by it in performing the calibrations, and the total charged by RRSA shall be the actual costs incurred by it.
17. At closing South Hill will transfer all of its ownership interest in the Water Facilities, including the Vault A facilities, to RRSA. After RRSA becomes sole owner of Vault A facilities, South Hill's responsibility will begin outside the walls of Vault A; i.e., South Hill shall have no responsibility within the walls of Vault A.
18. Regarding any claims by customers of South Hill as to water quality that pre-date this Agreement, RRSA agrees to cooperate with South Hill in defense of any such claims, including but not limited to, providing access to testing reports and water quality reports and standards, and access to the Water Facilities for additional testing.
19. The interest costs related to any financing by RRSA of the acquisition of the Water Facilities that would be allocable to rates paid by South Hill as a customer shall be reimbursed annually prior to the end of each fiscal year until such costs have been paid in full by RRSA.
20. The parties acknowledge that the terms and conditions hereof shall be interpreted, construed and enforced under the laws of the Commonwealth of Virginia. The parties further acknowledge that in the event of litigation under any of the terms and conditions

hereof, the Circuit Court/General District Court (as appropriate) for Mecklenburg County, Virginia, shall have exclusive jurisdiction.

21. The parts and provisions of this contract are severable. If any part or provision shall be held invalid by a Court of competent jurisdiction, the remainder of this contract shall remain in effect.
22. The parties covenant and agree that all terms and conditions hereof shall be binding upon the parties, their assigns and other successors in title.
23. The parties may sign this contract in counterparts with the same effect as if they signed the same document. Both counterparts shall be construed together and constitute one and the same document. Scanned copies of signatures shall be as enforceable as original signatures.

IN WITNESS WHEREOF, this contract is executed on behalf of South Hill and RRSA by the duly authorized officer, agent or representative of each.

DATE: 9/12/22 TOWN OF SOUTH HILL, VIRGINIA

By: *Dean Marion* (SEAL)
Printed Name: Dean Marion
Title: Mayor

DATE: 8/17/22 ROANOKE RIVER SERVICE AUTHORITY

By: *Paul C. Malone* (SEAL)
Printed Name: PAUL C. MALONE
Title: Executive Director

BILL OF SALE

THIS BILL OF SALE is made and entered into this 16th day of August, 2022, by and between **TOWN OF SOUTH HILL, VIRGINIA** ("South Hill"), a municipal corporation of the Commonwealth of Virginia, and **ROANOKE RIVER SERVICE AUTHORITY** ("RRSA"), a political subdivision of the Commonwealth of Virginia.

RECITAL: Facts relevant to the transfer of property effected hereby are set forth in a Contract of Purchase and Sale of Water Facilities between South Hill and RRSA, dated August 2, 2022 ("Contract"), and those facts are incorporated herein by reference.

WITNESSETH: That for and in consideration of the sum of TEN & NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, South Hill and RRSA hereby covenant and agree as follows:

1. South Hill hereby transfers and conveys to RRSA all right, title and interest of South Hill in and to personal property, both tangible and intangible, which constitute assets used in connection with the Water Facilities, as that term is defined in the Contract.
2. Any Water Facilities which would constitute an appurtenance to the parcels of real property being conveyed by deed from South Hill to RRSA ("Deed") shall become property of RRSA by operation of the Deed. To the extent that any Water Facilities are not located on any of said parcels of real property, or are located thereon but nevertheless considered personal property and not real property, said Water Facilities shall become property of RRSA by operation of this Bill of Sale.
3. South Hill hereby transfers, conveys and assigns to RRSA all right, title and interest of South Hill in and to any other personal property, both tangible and intangible, including licenses, permits, and warranties, which are used in connection with the Water Facilities.
4. If after closing on the transfer of assets effected hereby there is a need for execution and delivery of other documents by South Hill or RRSA in order to effect the property transfers addressed herein, and in the Contract and the Deed, South Hill and RRSA hereby covenant and agree that after closing each will execute and deliver any and all documents necessary to complete and perfect the transfer of assets contemplated under the Contract, the Deed and this Bill of Sale.
5. General terms:
 - a. This Bill of Sale will be binding upon, and inure to the benefit of, each party's respective representatives, successors, and assigns.
 - b. This Bill of Sale will take effect upon its acceptance and execution by the parties hereto.
 - c. This Bill of Sale may be executed in counterparts, and signatures exchanged by fax, and each such counterpart, when taken together with all other identical copies of this Bill of Sale also signed in counterpart, will be considered as one document.
 - d. The parties agree that all actions arising under this Bill of Sale must be commenced in the state or federal court of general jurisdiction in Mecklenburg County, Virginia, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection either party might have to

either the jurisdiction of or venue in those courts. This Bill of Sale will be interpreted and construed under the laws of the Commonwealth of Virginia. In the event of any conflict of law, the laws of the Commonwealth of Virginia will prevail (without regard to, and without giving effect to, the application of Commonwealth of Virginia conflict of law rules).

- c. This Bill of Sale constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements and communications concerning the subject matter hereof. No other representations have induced the parties to execute this Bill of Sale. The parties agree that they have not relied upon anything other than the words of this Bill of Sale in deciding whether to enter into this Bill of Sale.
- f. No amendment, change, or variance from this Bill of Sale will be binding on either party unless in writing and agreed to by the parties hereto.
- g. After closing, both South Hill and RRSA will continue to cooperate in operation of the water system of each, and to that end, will promptly disclose to the other any problems which arise in connection with the water system of either, which problems would affect the operations of the water system of the other party.

IN WITNESS WHEREOF, this Bill of Sale is executed on behalf of South Hill and RRSA by the duly authorized officer, agent or representative of each.

Date: 9/12/22 TOWN OF SOUTH HILL, VIRGINIA

By: Dean Marion (SEAL)
Printed Name: Dean Marion
Title: Mayor

Date: 8/17/22 ROANOKE RIVER SERVICE AUTHORITY

By: Paul C. Malone (SEAL)
Printed Name: PAUL C. MALONE
Title: Executive Director

WAIVER AND RELEASE AGREEMENT

THIS WAIVER AND RELEASE AGREEMENT (this "**Agreement**") is made and entered into on this 13 day of September, 2022 (the "**Effective Date**"), by and among TOWN OF SOUTH HILL, VIRGINIA (the "**Town**"), ROANOKE RIVER SERVICE AUTHORITY ("**RRSA**") and MECKLENBURG COUNTY PUBLIC SCHOOLS ("**MCPS**"). The Town, RRSA and MCPS are the "**Parties**," and each are sometimes referred to herein as a "**Party**".

RECITALS – WATER FACILITIES SALE

A. The Town and RRSA are party to a Contract of Purchase and Sale of Water Facilities dated August 2, 2022 (the "**Contract**") for the sale, in exchange of value hereby recognized, by the Town to RRSA certain water distribution facilities which are the subject of the Contract, including water distribution lines which extend south from Vault A, which is located a short distance south of the southernmost boundary of the Town, in a southerly direction to Big Fork, and thence in a westerly direction along Highway 58 to the Boydton area, together with all other water facilities appurtenant to those distribution lines, including interests in real property, tangible personal property, and related intangible personal property (collectively, the "**Water Facilities**");

B. The Town and RRSA have agreed that closing ("**Closing**") will occur on or around August 20, 2022, which is near the date Town bills its water customers;

C. Closing documents will include a deed or deeds ("**Deeds**") which will transfer to RRSA all ownership interests of the Town in the Water Facilities;

D. The Town provides water service to the MCPS' new Middle and High School complex ("**MCPS Complex**"), which is served by water lines comprising parts of the Water Facilities. MCPS is a water customer of the Town;

E. After Closing, the MCPS Complex will be a water customer of RRSA;

F. By letter of MCPS counsel dated May 24, 2022, MCPS made certain claims ("**MCPS Claims**"), including a demand for payment of damages and costs of \$58,578.88, related to alleged issues with the water quality provided by the Town to the MCPS Complex;

G. The Town, by letter of its counsel dated July 6, 2022, denied responsibility for the MCPS Claims;

H. Because the MCPS Claims represent an outstanding matter regarding the Water Facilities that prevent Closing, and the Parties desire for Closing to occur, furthering the mutual benefit among the Parties, as set forth herein;

RECITALS – WATER RATES

I. As a result of Closing, MCPS will be a customer of RRSA for water service, and will be subject to the water rates as adopted by RRSA from time-to-time;

J. In a resolution (the “**Resolution**”) adopted on July 19, 2022 regarding the MCPS Claims, MCPS created two conditions which, if met, would result in the MCPS Claims being irrevocably waived. One of the conditions was Closing, resulting in MCPS being a customer of RRSA, and the second condition was that water rates charged to the MCPS Complex reflected RRSA rates;

K. Once the MCPS Complex becomes a customer of RRSA, it will be charged monthly residential water rates, which, effective July 1, 2022, are as follows:

1. For the first 3,000 gallons \$25.11
2. 3,000-10,000 gallons \$6.14 per 1,000
3. 10,000 gallons and greater \$4.62 per 1,000

L. The above-referenced rate for 10,000 gallons of water per month is lower than the current rate charged by the Town for usage above 10,000 gallons;

AGREEMENT

NOW, THEREFORE, the Parties, in consideration of the undertakings and commitments of each Party to the other Party set forth herein, hereby incorporate the above Recitals by this reference and further agree as follows:

1. Waiver. As of Closing, MCPS waives claims against RRSA related to the MCPS Claims and agrees to be a customer for water service provided by RRSA. However, MCPS specifically reserves all rights to make claims against RRSA related to matters unknown and undiscovered as of the execution of this Agreement. Effective as of Closing, MCPS waives any claims against the Town arising from its providing water service prior to Closing. Accordingly, as of Closing, the Town shall have no further obligation to MCPS as a water customer.

2. Release. MCPS hereby forever releases and discharges, and forever holds harmless the Town from the MCPS Claims. MCPS represents and warrants that it has not made an assignment or any other transfer of any interest in the claims, causes of action, suits, debts, agreements or promises described herein.

3. Representations and Warranties. To induce each other to enter into and perform this Agreement, each Party hereby makes the following representations and warranties with respect to itself, upon each of which each other Party is entitled to rely and have relied.

3.1. Closing is binding on the Parties thereto and both of the conditions set forth in the Resolution referenced above have been met.

3.2. Each Party has all requisite powers and all material governmental licenses, authorizations, consents and approvals to carry on its business as now conducted and to enter into and perform its obligations hereunder.

3.3. This Agreement has been duly authorized by all necessary action on the part of the Party, has been duly executed and delivered on behalf of the Party, constitutes the

valid and binding agreement of the Party and is enforceable as to such Party in accordance with its terms subject to equitable principles and bankruptcy and other similar matters. Each Party represents and warrants that there is no person or entity whose consent is required in connection with the execution, delivery or performance by such Party under this Agreement that has not been obtained.

3.4. The execution and delivery of, and the performance by, the Party of its obligations under this Agreement do not and will not contravene, or constitute a default under, any provision of applicable law or regulation, such Party's organizational documents, or any agreement, judgment, order, decree or other instrument binding upon such Party.

3.5. The recitals are accurate insofar as they pertain to such Party.

4. General Terms.

4.1. This Agreement will be binding upon, and inure to the benefit of, each Party's respective representatives, successors, and assigns.

4.2. This Agreement will take effect upon its acceptance and execution by all of the Parties hereto.

4.3. This Agreement may be executed in counterparts, and signatures exchanged by fax, and each such counterpart, when taken together with all other identical copies of this Agreement also signed in counterpart, will be considered as one Agreement.

4.4. The captions in this Agreement are for the sake of convenience only, and will neither amend nor modify the terms hereof.

4.5. The Parties agree that all actions arising under this Agreement must be commenced in the state or federal court of general jurisdiction in Mecklenburg County, Virginia, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. This Agreement will be interpreted and construed under the laws of the Commonwealth of Virginia. In the event of any conflict of law, the laws of the Commonwealth of Virginia will prevail (without regard to, and without giving effect to, the application of Commonwealth of Virginia conflict of law rules).

4.6. This Agreement constitutes the entire, full, and complete agreement between the Parties concerning the subject matter hereof, and supersedes all prior agreements and communications concerning the subject matter hereof. No other representations have induced the Parties to execute this Agreement. The Parties agree that they have not relied upon anything other than the words of this Agreement in deciding whether to enter into this Agreement.

4.7. No amendment, change, or variance from this Agreement will be binding on either Party unless in writing and agreed to by all of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have duly signed and delivered this Waiver and Release Agreement on the day and year first above written.

TOWN:

TOWN OF SOUTH HILL, VIRGINIA

By: Dean Marion

Name: Dean Marion

Title: Mayor

RRSA:

ROANOKE RIVER SERVICE AUTHORITY

By: Paul C. Malone

Name: PAUL C. MALONE

Title: Executive Director

MCPS:

MECKLENBURG COUNTY PUBLIC
SCHOOLS

By: Paul C. Nichols

Name: Paul Nichols

Title: Superintendent

[Signature Page to Waiver and Release Agreement]

PREPARED BY:
Russell O. Slayton, Jr. (VSB #14202)
Slayton & Clary
Post Office Box 580
Lawrenceville, Virginia 23868

Tax Parcel Numbers: 115000-A-060; 115000-A-058; 115000-A-059; 115000-04-A; 115000-A-061; 114000-A-032;
115000-A-100; 115000-A-099B; 115000-A-089; 115000-A-090; 115000-A-089A; 115-A-0099A; 115000-A-091;
095000-A-046; 115000-03-D; 115000-03-C; 095000-A-045; 115000-03-B; 115000-A-092; 095000-A-047; 095000-A-
052; 095000-A-051; 095000-A-050; 095000-A-049; 096000-05-002; 096000-A-038; 112000-A-005; 096000-A-033;
096000-A-059; 096000-A-051A; 114000-A-011; 113000-03-039; 113000-03-045; 113000-03-043; 113000-A-053;
113000-A-059; 113000-A-062; 114000-A-029; 114000-A-028; 110000-A-052; 111000-06-002; 111000-A-121;
111000-08-003; 111000-A-151; 111000-A-152; 111000-A-148; 112000-A-035; 092000-A-017; 092000-A-054;
092000-A-026; 092000-A-035; 092000-A-043; 092000-A-042; 115000-07-B; 111000-A-122

Consideration: \$800,000.00

Tax Assessed Value: TBD

Grantor exempt from taxation pursuant to Virginia Code Section 58.1-811.C.4.

Grantee exempt from taxation pursuant to Virginia Code Section 58.1-811.A.3.

THIS DEED is made this 12th day of September, 2022, by and between TOWN OF SOUTH HILL, VIRGINIA ("South Hill"), a municipal corporation of the Commonwealth of Virginia, Grantor, having a mailing address of 211 S. Mecklenburg Avenue, South Hill, Virginia 23970, and ROANOKE RIVER SERVICE AUTHORITY ("RRSA"), a political subdivision of the Commonwealth of Virginia, Grantee, having a mailing address of 5419 Highway One, Bracey, Virginia 23919.

RECITALS:

- R-1 South Hill owns water distribution lines, and other water facilities, including interests in real property and appurtenances thereto, ownership of tangible personal property, and ownership of intangible personal property (e.g., permits).
- R-2 Certain water distribution facilities owned by South Hill ("Water Facilities") are subject to a Contract of Purchase and Sale of Water Facilities between South Hill and RRSA, dated August 2, 2022 ("Contract"), the terms and conditions of which Contract are incorporated herein by reference.
- R-3 South Hill and RRSA have determined that it would be to their mutual and reciprocal benefit if RRSA were to acquire title to all real property which is used for the operation of the Water Facilities, as that term is defined in the Contract.
- R-4 On September 12, 2022, South Hill Town Council conducted a duly advertised public hearing, at which a quorum of Town Council was present, to receive

comment concerning South Hill's intent to transfer ownership of the Water Facilities to RRSA, after which public hearing, by majority vote of Town Council members present, South Hill Town Council voted to authorize any and all necessary actions to effect said transfer, and to authorize the execution of all necessary documents on behalf of South Hill.

R-5 There is attached hereto "Schedule A" titled "Property Conveyed from Town of South Hill, Virginia to Roanoke River Service Authority" which sets forth the recorded instrument numbers for parcels of real property, or interests in real property, which were acquired by South Hill in connection with the Water Facilities, although those parcels are not represented to be all real property, or interests in real property, hereby conveyed.

WITNESSETH: That for and in consideration of the sum of TEN & NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, TOWN OF SOUTH HILL, VIRGINIA hereby grants, bargains, sells, and conveys, with Special Warranty of title, unto ROANOKE RIVER SERVICE AUTHORITY all real property owned by South Hill as a part of the Water Facilities as described above, which real property includes property owned by South Hill in fee simple, easements acquired by South Hill as a part of the Water Facilities, and any other real property rights acquired by South Hill in connection with the Water Facilities. There is attached hereto "Schedule A" titled "Property Conveyed from Town of South Hill, Virginia to Roanoke River Service Authority". The property interests identified on "Schedule A" are conveyed hereby. "Schedule A" sets forth the recorded instrument numbers for numerous parcels of real property, or interests in real property, which have been acquired by South Hill as a part of the Water Facilities. South Hill does not represent that the parcels identified in "Schedule A" constitute all of the real property, or interests in real property, which are hereby conveyed from South Hill to RRSA. As indicated above, South Hill hereby conveys to RRSA all real property, or interests in real property, which constitute a portion of the Water Facilities, whether or not identified in "Schedule A". South Hill covenants that it will hereafter execute and deliver

all documents, if any, which are necessary to effect a complete transfer of ownership to RRSA of the real property, and interests in real property, identified in the Contract.

This conveyance is also made subject to all easements, conditions, restrictions and encumbrances which are of record, and any amendments or supplements thereto, if any, or which may be disclosed by a current survey of the subject property, or a personal inspection of the subject property, which may lawfully affect title to the subject property.

IN WITNESS WHEREOF, this deed is executed on behalf of Town of South Hill, Virginia, by its duly authorized officer.

TOWN OF SOUTH HILL, VIRGINIA

By: Dean Marion (SEAL)
Printed Name: Dean Marion
Title: Mayor

COMMONWEALTH OF VIRGINIA,
COUNTY OF Mecklenburg, to-wit:

The foregoing instrument was personally acknowledged before me this 12th day of September, 2022, on behalf of Town of South Hill, Virginia by Dean Marion, its Mayor

Anna B. Cratch
Notary Public

My Commission Expires: June 30 2026
Notary Registration Number: 325012



SCHEDULE A – Property Conveyed from Town of South Hill, Virginia to Roanoke River Service Authority

Instrument Number	Deed Book and page	Name	Plat	PRN	MAP
960003262	506/738	Herbert, Blanche Evans	9/8	5792	115000-A--060
960003260	506/734	Jones, Elmore Junious	9/8	5892	115000-A--058
960002353	503/658	Jones, Carrie J	9/8	5891	115000-A--059
960003263	506/740	Johnson, Snow Ella	9/9	33382	115000-04--A
960002350	503/652	Currie, Gay	9/9	24346	115000-A--061
960002355	503/662	Land, Samuel B; Jr	9/9,51	5938	114000-A--032
960002883	505/490	Cruchfield, Madie G	9/13	18822	115000-A--100
960002361	503/674	Morse, Delores G	9/13-14	32129	115000-A--099B
960002597	504/560	Parham, Deborah W.	9/14	32260	115000-A--089
960002360	503/372	Morse, Delores G	9/14	19334	115000-A--090
960002347	503/646	Alexander, James D	9/14	18838	115000-A--089A
960004770	512/93	Bing, Ethel	9/14.15	31903	115-A--0099A
960002352	503/656	Jenkins, Evelyn M	9/15	19133	115000-A--091
960003400	507/321	Siverd, Faith	9/17	18811	095000-A--046
960003844	508/731	Sellers, Henrietta	9/17	29266	115000-03--D
960002596	504/558	Smith, Elizabeth M	9/17	29267	115000-03--C
960002593	504/552	Bass, Mary S	9/17	18599	095000-A--045
960002354	503/660	Jones, Dean T	9/17	3687	115000-03--B
960002351	503/654	Flagg, Barbara	9/17	19456	115000-A--092
960002348	503/648	Cash, James	9/17	19357	095000-A--047
960003462	507/485	Pitts, Kenneth William	9/18	28321	095000-A--052
960002358	503/668	Lee, May S	9/18	27773	095000-A--051
960002357	503/666	Lee, May Sin Yam	9/18	27687	095000-A--050
960002356	503/664	Land, Samuel B. Sr	9/18	27482	095000-A--049
960003266	506/748	Holmes, Ruth B	9/19	19060	096000-05--002
960002594	504/554	Evans, John T	9/19	19921	096000-A--038
960003399	507/319	Nelson, Willie B	9/20	5280	112000-A--005
960002595	504/556	Moorefield, Joseph W	9/20	19321	096000-A--033
960002362	503/676	Ryland, Deborah R	9/20	19477	096000-A--059
960002349	503/650	Curtis, Christopher	9/22	32584	096000-A--051A
960002359	503/670	Morgan, Clarence: by Heirs	9/41-42	4438	113000-A--011
960003261	506/736	Harris, Ann L	9/42	27367	113000-03--039
960003398	507/317	Arrington, Carolyn	9/43	3230	113000-03--045
960002589	504/540	Allgood, Chambers	9/43	3156	113000-03--043
960003700	508/286	Queen, Dewey W	9/44-45	28104	113000-A--053
960003707	508/304	Farrar, Wylie	9/45-47	5644	113000-A--059
960002363	503/678	Watson, Elizabeth: by Heirs	9/47	6358	113000-A--062
960003938	509/167	Howerton, Llyod Lee. SR	9/50	5422	114000-A--029
960002592	504/547	Church Sharon Baptist	9/50	25472	114000-A--028
960003259	506/732	Hundle, Willis Houston	9/61	4153	110000-A--052
960002344	503/640	Blalock, Virginia g	9/65	28465	111000-06--002
960003264	506/744	Glover, Shana	9/66	4108	111000-A--121
960002882	505/488	Bishop, Della P	9/66	3299	111000-08--003
960003265	506/746	Williams, Floyd, Jr.	9/69	4214	111000-A--151
960003140	506/410	Williams, Floyd, Jr.	9/69	4214	111000-A--151
960002982	505/804	Ghee, Fannie L. by AT IN FT	9/69	3914	111000-A--152
960002346	503/644	Williams, Floyd, Jr.	9/72	3917	111000-A--148
960002582	504/526	Andrews, Ola D	9/73	3222	112000-A--035
960002586	504/534	Schaubach, Dwight C	9/75	26541	092000-A--017
960002583	504/528	Crute, Belle	9/77	34884	092000-A--054
960002584	504/530	Gregory, Maty I.	9/79	3967	092000-A--026
960002585	504/532	Hutcheson, Samuel D.	9/80	4185	092000-A--035
960002587	504/536	Moss, Gladys F	9/81	3817	092000-A--043
960002588	504/538	Moss, Gladys F	9/82	3818	092000-A--042
960004775	512/103	Bailey, Matilda		36566	115000-07--B
960002782	505/251	Hendrick, Charles Thomas		4109	111000-A--122

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN:				
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS
	6. FILE NUMBER:			7. LOAN NUMBER:	
	8. MORTGAGE INS CASE NUMBER:				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BUYER: Roanoke River Service Authority 5419 Highway One Bracey, VA 23919	E. NAME AND ADDRESS OF SELLER: Town of South Hill, Virginia 211 S. Mecklenburg Ave South Hill, VA 23970	F. NAME AND ADDRESS OF LENDER: Cash
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G. PROPERTY LOCATION: Various water facilities South Hill, VA 23970 Mecklenburg County, Virginia water facilities	H. SETTLEMENT AGENT: Russell O. Slayton, Jr. PLACE OF SETTLEMENT PO Box 580 Lawrenceville, VA 23868	I. SETTLEMENT DATE: September 13, 2022
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J. SUMMARY OF BUYER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:	
101. Contract Sales Price	800,000.00
102. Personal Property	
103. Settlement Charges to Buyer (Line 1400)	
104.	
105.	
<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes	to
107. County Taxes	to
108. Assessments	to
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BUYER	800,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:	
201. Deposit or earnest money	800,000.00
202. Principal Amount of New Loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes	to
211. County Taxes	to
212. Assessments	to
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BUYER	800,000.00
300. CASH AT SETTLEMENT FROM/TO BUYER:	
301. Gross Amount Due From Buyer (Line 120)	800,000.00
302. Less Amount Paid By/For Buyer (Line 220)	(800,000.00)
303. CASH (FROM) (TO) BUYER	0.00

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract Sales Price	800,000.00
402. Personal Property	
403.	
404.	
405.	
<i>Adjustments For Items Paid By Seller in advance</i>	
406. City/Town Taxes	to
407. County Taxes	to
408. Assessments	to
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	800,000.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first Mortgage	
505. Payoff of second Mortgage	
506.	
507. (Deposit disb. as proceeds)	
508.	
509.	
<i>Adjustments For Items Unpaid By Seller</i>	
510. City/Town Taxes	to
511. County Taxes	to
512. Assessments	to
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross Amount Due To Seller (Line 420)	800,000.00
602. Less Reductions Due Seller (Line 520)	()
603. CASH (X TO) (FROM) SELLER	800,000.00

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Buyer Roanoke River Service Authority

Seller Town of South Hill, Virginia

BY: Paul C Malone, Executive Director

BY: 

L SETTLEMENT CHARGES				PAID FROM BUYERS FUNDS AT SETTLEMENT	PAID FROM SELLERS FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	\$	@	%		
Division of Commission (line 700) as Follows:					
701. \$		to			
702. \$		to			
703. Commission Paid at Settlement					
704.		to			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	%	to			
802. Loan Discount	%	to			
803. Appraisal Fee		to			
804. Credit Report		to			
805. Lender's Inspection Fee		to			
806. Mortgage Ins. App. Fee		to			
807. Assumption Fee		to			
808.					
809.					
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From		to	@	\$	/day (days %)
902. MIP Totlms. for LifeOfLoan		for		months to	
903. Hazard Insurance Premium for				years to	
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance		months @	\$		per month
1002. Mortgage Insurance		months @	\$		per month
1003. City/Town Taxes		months @	\$		per month
1004. County Taxes		months @	\$		per month
1005. Assessments		months @	\$		per month
1006.		months @	\$		per month
1007.		months @	\$		per month
1008.		months @	\$		per month
1100. TITLE CHARGES					
1101. Settlement/Closing Fee	POC	to		Russell O Slayton, Jr.	
1102. Abstract or Title Search		to			
1103. Title Examination		to			
1104. Title Insurance Binder		to			
1105. Document Preparation		to			
1106. Notary Fees		to			
1107. Seller Attorney's Fees	POC	to			
<i>(includes above item numbers:)</i>					
1108. Title Insurance		to			
<i>(includes above item numbers:)</i>					
1109. Lender's Coverage		\$			
1110. Owner's Coverage		\$			
1111.					
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$		Mortgage \$		Releases \$	
1202. City/County Tax/Stamps: Grantee Tax			0.00;	Grantee Tax	
1203. State Tax/Stamps: Grantee Tax			0.00;	Grantee Tax	
1204. Grantor Deed Recording Tax					0.00
1205. Deed recordation POC \$27.00					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey		to			
1302. Pest Inspection		to			
1303.					
1304.					
1305.					
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)					0.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.


 Russell O. Slayton, Jr.
 Settlement Agent



**SOUTH HILL TOWN COUNCIL
REGULAR MEETING AGENDA
MONDAY, SEPTEMBER 12, 2022, 7:00 PM**

Town Hall Council Chambers ~ 211 S. Mecklenburg Avenue ~ South Hill, Virginia 23970

- ⌒ *Please remember speaker sign ups are required before meeting begins. Sign up sheets are located on the table outside the front Council doors. Speakers are asked to use the aisle microphone.*
- ⌒ *Please silence all cell phones while Council is in session.*

1. Call to Order
2. Invocation
3. Roll Call
4. Approval of Agenda
5. Approval of Minutes – August 8, 2022 Work Session, Special Meeting, and Regular Meeting
6. Citizens to Address Council *Comments are limited to three minutes (five minutes if on behalf of a group).*
7. Public Hearings *Comments are limited to three minutes (five minutes if on behalf of a group).*
 - A. Proposed Real Property Tax Increase – Sheila Cutrell
 - B. Sale of Real Property Interests to the RRSA – Kim Callis
 - C. Proposed Reduction to Water and Sewer Connection Fees adopted as part of the Town’s FY22-23 budget – Kim Callis
8. Town Manager Report
 - A. Waiver and Release Agreement related to the Sale of Water Line Facilities to the RRSA
 - B. Chamber Events and Street Closure Requests
 - C. Request to Pipe Creek on Private Property
9. Finance Report
 - A. Transfer of Funds
10. Reports to Approve as Presented
 - A. Town Manager Report
 - i. Facilities Reservation Calendar
 - ii. Whittles Mill Update
 - B. Finance Report
 - i. Monthly Financial Report
 - ii. Real Estate Tax Sale
 - C. Police Report
 - D. Municipal Services Report
 - i. Monthly Projects Report
 - ii. Fire Report
 - E. Code Compliance Report
 - i. Monthly Report
 - ii. Dilapidated Properties
 - F. Business Development Report
 - G. Human Resources Report
11. Committee Reports
12. Appointments
 - A. South Hill Planning Commission
 - B. Lake Country Area Agency on Aging
 - C. South Hill Town Council, Ward 2 Vacancy

13. Other Business

14. Adjournment