



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING**

A G E N D A

**Thursday, August 01, 2024
7:00 PM**

CALL TO ORDER AND ESTABLISHMENT OF QUORUM:

CONSENT AGENDA:

- [1.](#) Minutes- June 4th Work Session
- [2.](#) Minutes- June 4th Regular Meeting
- [3.](#) Christmas Parade/Festival Approval, India Adams-Jacobs, Town Manager/Clerk

PUBLIC COMMENTS: 3 MINUTES PER INDIVIDUAL

MEMBER COMMENTS:

STAFF REPORTS & PRESENTATIONS:

- [4.](#) Town Manager's Report
- [5.](#) Public Works Department Monthly Report
- [6.](#) Finance Director/Treasurer's Report
- [7.](#) Police Departments Monthly Report

PUBLIC HEARINGS:

- [8.](#) Public Hearing- Breezeline Franchise Agreement

UNFINISHED BUSINESS:

- [9.](#) Cable Franchise Agreement with Breezeline, India Adams-Jacobs, Town Manager; Jeff Gore, Town Attorney
- [10.](#) CIP Project-Town Hall Rehabilitation, India Adams-Jacobs, Town Manager

NEW BUSINESS:

- [11.](#) Leak Adjustment Policy, Tina Staples, Finance Director/Treasurer
- [12.](#) WWTP Procurement Request- SC4500 Controller

CLOSED SESSION:

RECONVENE IN OPEN SESSION:

ADJOURNMENT:



**Town of Bowling Green
Town Council Work Session**

A G E N D A

**Tuesday, June 04, 2024
6:00 PM**

ROLL CALL AND QUORUM ESTABLISHED:

Mayor Gaines was absent, and Vice Mayor Valarie Coyle presided over the work session

MEMBERS PRESENT:

Vice-Mayor Valarie Coyle

Council Member John Chinault

Council Member Jean Davis

Council Member Randy Hageman

Council Member David Storke

Council Member Jeff Voit

Council Member Dan Webb

STAFF PRESENT:

India Adams-Jacobs, MPA, Town Manager

Danielle Powell, Town Attorney

Tina Staples, MGT, Finance Director/Treasurer

J.C. LaRiviere, J.D., Director of Community Development & Partnerships

Jeffrey Smith, Intern

BUSINESS:

1. Breezeline Franchise Agreement, Danielle Powell, Attorney

- The town council directed staff to consider appropriate fees, including rental fees for hubs
- The town council authorized staff to proceed with a public hearing at a future meeting

2. Personnel Policy Review, India Adams-Jacobs, Town Manager and Danielle Powell

- The town attorney and town manager are to share the final draft with the council for any feedback prior to the adoption

3. Planning Commission Referral-Short-Term Rentals, India Adams-Jacobs and J.C. LaRiviere

- The agenda was amended to include short-term rentals, motioned by Councilmember Voit and seconded by Councilmember Hageman.
- The town Council and staff discussed short-term rentals. Staff stressed the importance of studying this issue and working with the planning commission to bring back appropriate regulations/policies for town council consideration. The Town Council voted unanimously to refer the matter to the Planning Commission for drafting an ordinance to regulate Short-term Rentals.

ADJOURNMENT:

Motion to adjourn by Councilmember Voit, seconded by Councilmember Hageman. The motion passed unanimously.



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
MINUTES**

June 4, 2024

7:00 p.m.

Town Hall

117 Butler Street, Bowling Green, VA 22427

ROLL CALL AND QUORUM ESTABLISHED:

Mayor Gaines called the meeting to order and noted that a quorum was present. The Pledge of Allegiance was recited.

MEMBERS PRESENT:

Mayor Mark Gaines
Vice-Mayor Valarie Coyle
Council Member John Chinault
Council Member Jean Davis
Council Member Randy Hageman
Council Member David Storke
Council Member Jeff Voit
Council Member Dan Webb

STAFF PRESENT:

India Adams-Jacobs, MPA, Town Manager/Clerk
Tina Staples, MGT, Finance Director/Treasurer
J.C. LaRiviere, J.D., Director of Community Development & Partnerships

AGENDA ADOPTION & CONSENT AGENDA:

- Agenda Adoption- The Town Council adopted the agenda as amended to add item 12a. Davenport Co. for financial advising.

On the motion of Council Member Voit, seconded by Council Member Hageman, which carried a vote of 7-0, the Town Council approved adopting the agenda as amended.

- Clerk appointment- Mayor Gaines read the resolution appointing Town Manager India Adams-Jacobs as Town Clerk effective June 4, 2024.

On the motion of Council Member Voit, seconded by Council Member Coyle, which carried a vote of 7-0, the Town Council approved the resolution to appoint India Adams-Jacobs as Clerk to Council.

PUBLIC COMMENTS:

There were no public comments. The public comments period opened at 7:12 and closed at 7:13 p.m.

MEMBER COMMENTS:

- Council Member Voit provided an update on recent town events—Clean Sweep and Music on The Green. He shared that both events were well attended and a lot of fun for our community. He extended his appreciation to everybody who participated in the event. He shared that there were some concerns regarding the date of the Clean Sweep occurring the weekend of Mother's Day, and consideration should be given for another date so there is no conflict. But overall, it was quite successful.
- Mayor Gaines commented on starting Music on the Green earlier in the fall. Town Manager Adams-Jacobs indicated that prior staff has already booked fall bands. However, staff will do all we can to accommodate this request and or/ensure proper lighting is provided.
- Vice Mayor Coyle shared that she and Councilmember Jean Davis attended the Caroline County Business Appreciate dinner on behalf of the Town.
- Mayor Gaines led a conversation on canceling the July 11th Town Council work session and regular meeting at the request of the Town Manager due to forthcoming deadlines and high-priority projects—FY22 Audit, USDA project, and other regulatory compliance matters.

On the motion of Council Member Webb, seconded by Council Member Hageman, which carried a vote of 7-0, the Town Council motioned to approve the cancellation of the July 11th meeting.

STAFF REPORTS & PRESENTATIONS:

- The Town Manager shared the enclosed reports from the Town Manager, Public Works, Finance, Police, and Community Development. Considering our audit presentation tonight, the staff did not provide oral reports on those. However, they are available for review in the agenda packet.

FY 21 Audit Presentation, India Adams-Jacobs, and Andrew Grossnickle

- The Town Manager led an introduction on the presentation of the FY21 audit by the Robinson, Farmer, Cox & Associates audit firm. Town Manager Adams-Jacobs thanked everyone for their patience and everything you have done as a town council to help us get to this point. She indicated that her top priority was to complete these past-due audits, which is a large part of why she was hired as the Town Manager based on her experience with audit management. She indicated that as part of the strategic planning retreat, the Council identified a goal of July 1 to complete this audit, which was completed approximately a month ahead. She thanked the team who was a part of making this happen- Ms. Bobbie Tassinari and Mr. Craig Meadows of the Berkley Group, Ms. Tina Staples with the Town of Bowling Green, and Ms. Tomeka Morgan and Ms. Jennifer Earnest from Caroline County, who assisted with institutional knowledge that we did not have.

Mr. Andrew Grossnickle introduced himself and his firm [RFCA]. Mr. Grossnickle gave the following highlights from the FY21 audit:

- The main byproducts of our audit process are our auditor reports or our opinions. That's the one thing I like to say about the numbers itself, whereas the other report is compliance. Please report that for the year-end of June 30, 2021, we were able to issue an unmodified opinion. We had to develop many journal entries to adjust the trial balance to have accurate financial statements. As you're probably aware, it is expected that there are things that don't rise to the level of significant deficiency or material weakness but are still reported to management, and those are what we refer to as management letter comments and that are available in your packet.
- We had a few things noted there, such as checks that were written to cash. Setting up petty cash for events and things like that. We like to see that written to a person rather than to cash- this is relatively common. It's the kind of thing that folks that need to be made aware of is the best practice. We'll write it to check whether it's to pay cash startup change funds or replenish petty cash, those kinds of things. And so that was one of our comments. As I said, we had 941s that were not on file and some sales tax being paid on some purchases. We want to ensure that the Town takes advantage of the tax exemption as much as possible. Then, there were a couple of general ledger accounts that we'd like to see staff work on reconciling and bringing up to date.
- And then we also always issued what we call our governance letter. That's the one that's about three pages in total, including title communication and chart of governance. And in that letter, this is kind of just the things that we communicate at the end of the audit process relative to, you know, some of the significant accounting estimates that the local government has, for example, pension and OPEB liabilities and what associated deferred inflows and outflows are.
- But they are estimates, some of the things we point out, things of that nature. Whether there are any significant accounting policies that were implemented during fiscal year 21, there were no significant GASB pronouncements or governmental accounting standards for pronouncements in 21. 22 23, they have some that may or may not significantly impact the Town. GASB 87, which deals with leases, is out of the standard accounting legal language in the governance letter and is under the corrected and uncorrected misstatements. I know you've just gotten them, and I want to highlight a couple of financial highlights for the year-end of June 30, 2021.
- On that basis, all the long-term assets, capital assets, buildings, things of that nature, and all the long-term liabilities, loans, and so forth, as well as general operating funds and capital projects funds. Those, respectively, were a decrease in the case of governmental activities of \$218,000 and an increase in business-type activities. The other basis of accounting that the government supports is a modified accrual basis of accounting. And that's what some refer to as the budgetary basis of accounting- things within one year and things of that nature are measured, and it does not include your long-term assistant liabilities. The general fund reported a total fund balance of \$280,602. Capital Projects Fund had a total fund balance. The general fund balance was \$130,370; the Capital Projects Fund went down. You may say, well, we went down \$130,370. There's an exhibit, exhibit 10; you have a chance to look at that. It's a high-level budget for an actual exhibit. It goes over your revenues by category and your expenditures by function, and you can essentially call for potentially using up to \$299,000 of fund balance on the June 30, 2021, fiscal year; you actually only use the because revenue came in over budget by about 129,798. He invited you to look through the rest of the report, particularly the middle of the report. It's what we call the notes to the financial statements. In those notes, you'll get a lot more detail on some of the numbers in the basic financial statements. You'll see a breakdown

of your long-term obligations, your loans, and things of that nature.

That concluded the audit report.

- There were a few clarifying questions from Mayor Gaines and Councilmember Storke as a follow-up to Mr. Grossnickle's presentation.

Town Manager's Monthly Report for May 2024

- No questions/comments

Town Treasurer/Finance Department Monthly Report for May 2024

- No questions/comments

Police Department Monthly Report for May 2024

- No questions/comments

Public Works/Utilities Monthly Report for May 2024

- No questions/comments

PUBLIC HEARING:

- No public hearings

UNFINISHED BUSINESS:

8. FY2025 Budget Adoption & Appropriation, India Adams-Jacobs, Town Manager

- Town Staff, Town Manager India Adams-Jacobs, and Finance Director Tina Staples gave a recap of the budget process going back to February 2024, the public hearing in May 2024, and now the adoption and appropriation process.
- Ms. Tina Staples covered the two ordinances for budget adoption: 2024-205 and 2024-505. One is for the budget, which, the way I like to put it, is for your tax and utility rates. The other one is 2024-505, which is the appropriations, which means that you're going to have to fund them. You've got your plans, you've got your money, and then we need both of those for the FY25 budget to be formally adopted.
- Mayor Gaines asked about the police department budget and whether there was a reduction and voiced an opinion regarding a full-time officer based on hiring challenges. The town manager explained the purpose of the two part-time officers due to the current exploration of additional benefits for the police department, which would impact all full-time positions. She indicated that the study would occur this fiscal year and be reported to the Council. Town Manager Adams-Jacobs also shared that the consensus of the rest of the Council from the strategic planning retreat in January was to prioritize financial sustainability and the Town's infrastructure/utilities, which was the basis for this budget cycle. She indicated that future budgets could look to address public safety if this is the majority direction of the Council.

On the motion of Council Member Storke, seconded by Councilmember Coyle, which carried

a roll call vote of 7-0, the Town Council motioned to approve ordinance 2025-504.

Roll Call Vote:

Vice-Mayor Valarie Coyle = Aye
 John Chinault = Aye
 Jean Davis = Aye
 Randy Hageman = Aye
 David Storke = Aye Jeff
 Voit = Aye
 Dan Webb = Aye

On the motion of Council Member Voit, seconded by Councilmember Hageman, which carried a vote of 7-0, the Town Council motioned to approve ordinance 2025-505.

Roll Call Vote:

Vice-Mayor Valarie Coyle = Aye
 John Chinault = Aye
 Jean Davis = Aye
 Randy Hageman = Aye
 David Storke = Aye Jeff
 Voit = Aye
 Dan Webb = Aye

9. Intergovernmental Support Agreement with U.S. Army at Fort Walker, India Adams-Jacobs, Town Manager.

- Ms. Adams-Jacobs shared what was before the Town Council for consideration with the Intergovernmental Support Agreement transaction document in your packet for approval. We bought this item in March and discussed it as part of our upcoming budget process. The memo includes the specifics that we discussed and provided, as you all provided directions at the previous meeting to bring back the document. We've worked very closely with our partners at Fort Walker, Ms. Dianne Smith, their attorneys at Fort Walker, and Mr. Jeff Gore. After several iterations, we have a transaction document for your consideration for approval. Commander Duffy will be leaving in July, so we would like to get this executed before his departure so we can host a joint signing ceremony and then have this in place for the new fiscal year.
- IGSA with Fort Walker/U.S. Army – The purpose of the IGSA is to reduce U.S. Army costs related to compliance with federal procurement requirements and provide a new stream of revenue to the Town. The Town would be paid a 10% administrative fee for each procurement. Diane Smith with Fort Walker was present to answer any questions from the Council. Fort Walker would like to move forward with an agreement with the Town. Vice Mayor Coyle asked if the Town is guaranteed the 10%, to which Ms. Smith stated yes. Ms. Smith also advised that the Town would be paid within 30 days.
- Mayor Gaines shared that he had been attempting to implement this item for a year and was

excited to see it finally completed.

- Councilmember Storke asked if all the questions from the last time this was presented had been rectified. Ms. Adams Jacobs confirmed that they had been addressed through the attorneys.
- Councilmember Voit asked the Town Manager if she was comfortable with the agreement. Ms. Adams-Jacobs confirmed that she was comfortable with the final version.

On the motion of Council Member Webb, seconded by Councilmember Voit, which carried a vote of 7-0, the Town Council granted the Mayor authority to execute the agreement.

NEW BUSINESS:**10. Pre-Audit Firm Engagement Approval & Authorization, India Adams-Jacobs, Town Manager and Tina Staples, Finance Director/Treasurer**

Town Council discussed the following matters:

- Ms. Adams-Jacobs shared that earlier in the Town had been working with the Berkeley Group to help us with our pre-audit services. They have many other clients and items they prioritize as part of their business model, so I had to search for another pre-audit firm. So, what you have before you are retaining the services of Rodefer Moss so that we can prioritize our FY22 process and get that moving now that we've completed FY21. I'll be working with myself and Ms. Staples if you all approve of the engagement this afternoon.
- The council and staff briefly discussed the cost and who conducted this work for the FY21 audit. The Town Manager shared the Berkley Group, consultants, Town Manager, and Finance Director/Treasurer.
- Staff shared that this agreement was FY22-24. Staff indicated that by FY25/26, this should be able to be conducted by staff in the future.

On the motion of Councilmember Storke, seconded by Councilmember Hageman, which carried a vote of 7-0, the Town Council motioned to authorize the Town Manager to authorize and enter the agreement with Rodefer Moss accounting firm.

11. Resolution of Support for Grant Application to Virginia Department of Health Planning & Design Fund, J.C. LaRiviere, Director of Community Development & Partnerships, Jeffrey Smith, Intern

- Town Manager Adams-Jacobs introduced the item and introduced the Town's new unpaid intern, Mr. Jeffrey Smith. Mr. Smith is a Caroline County native and Liberty University graduate who is assisting the Town on grant support and other matters.

Mr. Smith shared that the town manager tasked me with compiling information to prepare for the application process.

- Mr. LaRiviere, Director of Community Development & Partnerships, shared specific details on the program and the project. This project came to the attention of the town manager from the Virginia Department of Health during our discussions with them regarding potential mitigation options for gross alpha exceedances. They recommended that we look at this design fund. So, this is a state entity that advised us to look into this grant program. The town did so, and the town manager connected staff with Stantec. We are collaborating to prepare an application that is as competitive as possible. So, as Mr. Smith mentioned, this is the Department of Health Planning and Design fund. We are requesting the maximum award amount, which is \$45,000, in the grant application. There is no local match for the Bowling Green hydrogeologic source evaluation project. The goal of the project is to investigate and fully understand the natural conditions within which the Town must operate to mitigate the presence of gross alpha in the drinking water system. This may inform potential new well locations and advise us on treatment options for existing wells. So that's the project, that's the goal, and that's the dollar-required component of the application process.

- Ms. Adams-Jacobs also thanked Mr. Sean Fortune, who's been working behind the scenes with the team. As he mentioned, we've had several calls with VDH, our representative for VDH, and Stantec as we worked on this application. So, we do need the resolution of support to move forward with the grant process. So, thank you for your consideration.
- Councilmember Storke shared that this is wonderful and asked how we found out about this grant process.
- Ms. Adams-Jacobs shared that we received this from VDH after the notice of violation for the gross alpha exceedance in March.
- The council has a question regarding who will be doing the work if we receive the grant money.

Staff shared that they are going to continue to collaborate with Stantec, our engineering firm. We will finalize the application and make sure all of our experts are on board, so we have a really competitive application now; if we are to receive an award, staff will manage the grant management side of things. However, the money would be needed to hire a contractor, an engineering firm with hydrogeologic expertise, to conduct the groundwater testing with the various aquifers at various depths.

On the motion of Council Member Webb, seconded by Vice Mayor Coyle, which carried a vote of 7-0, the Town Council motioned to approve the resolution of support for the VDH grant application.

12. Resolution of Support (RES2024-002) for Private Acquisition of Real Property owned by the Virginia Department of Transportation, J.C. LaRiviere, Director of Community Development & Partnerships

Councilmember Webb acknowledged his personal interest in the Fairmont Commercial LLC, recused himself from the discussion and item, and sat in the audience for the discussion.

- Mr. LaRiviere introduced Town was approached by Mr. Torrey Williams on behalf of Fairmont Commercial LLC to request the Council adopt the attached resolution of support, which the Virginia Department of Transportation is requesting as a part of their disposition process. To keep it basic, the Town currently has no interest of any kind in the subject parcel. It is owned by the Commonwealth of Virginia Department of Transportation, so what that means is we cannot tax it, so it currently produces no revenue, nor can any of our residents or businesses utilize it and get any utility from this parcel itself, which is about 3.2 acres, that is not currently producing revenue or any utility for the Town or its residents. Furthermore, the Town is not a party at all to this transaction. Again, this is just a procedural component of VDOT's process in their right-of-way disposition. Essentially, hopefully, it will provide some utility for the residents of the Town of Bowling Green. I'm here to answer any other questions you have.
- Councilmember Storke stated that a business person here in Town, as a county seat, recently had a piece of property on Main Street, which was a florist that the county purchased. And so, we all realized that Caroline County owns a lot of real estate in our Town, and we receive no

tax dollars. And so, every time they buy a piece of property, and not that I'm against that, it takes it off our revenue a nice piece of property that VDOT, I guess, acquired when they put it in a bypass for those of you all that lived around here a long time ago. It's one of the gateways to our community and a great piece of property that can be developed. And so, I moved the town council to adopt a task resolution to support and favor the proposed acquisition.

On the motion of Council Member Storke, seconded by Council member Voit, which carried a vote of 7-0, the Town Council motioned to approve the resolution 2024-002 by a roll call vote as follows:

Roll Call Vote:

Vice-Mayor Valarie Coyle = Aye

John Chinault = Aye

Jean Davis = Aye,

Randy Hageman = Aye,

David Storke = Aye

Jeff Voit = Aye

Dan Webb = Aye

12a. Davenport & Co- Financial Advisor Approval

Town Council discussed the following matters:

- Ms. Adams-Jacobs thanked the Council for amending the agenda to allow this item. She indicated the need for the Town to retain financial advisors to assist the Town with our financial management, given that the Town is facing a credit rating downgrade. She highlighted that this engagement aligns with the audit work and dovetails with the audit work. She added that Davenport would assist in evaluating the Town's overall fiscal health, addressing our credit rating, as I mentioned, evaluating our key debt ratios, evaluating existing or implementing some new financial policies, as well as assisting us with multi-year capital planning. Ms. Adams-Jacobs handed it over to R.T. Taylor for a high-level overview by Davenport.
- Councilmember Storke asked if we were at a place where our credit rating would be downgraded. The Town Manager confirmed that the Town Manager and Finance Director were notified of this in May.
- The Vice Mayor inquired about our current credit rating, and the Town Manager indicated that we are still waiting for an answer from Moody's.

On the motion of Council Member Webb, seconded by Vice Mayor Coyle, which carried a vote of 7-0, the Town Council motioned to approve and authorize the Town Manager to enter an agreement not to exceed \$20,000.

Roll Call Vote:

Vice-Mayor Valarie Coyle = Aye

John Chinault = Aye

Jean Davis = Aye,

Randy Hageman = Aye,

David Storke = Aye

Jeff Voit = Aye

Dan Webb = Aye

INFORMATIONAL ITEMS:

None

CLOSED SESSION:

Pursuant to Virginia Code Section 2.2-3711A (1), discuss the compensation of town employees, specifically those employees who work directly with the town's water and sewer system, and consult with the town attorney regarding town property and water service. On the motion of Council Member Storke, and seconded by Council Member Voit, which carried a vote of 7-0, the Town Council motioned to go into closed session pursuant to VA code sec 2.2- 3711A (1).

RECONVENE IN OPEN SESSION:

On the motion of Council Member Voit and seconded by Councilmember Webb, the Town Council reconvened in open session on a unanimous voice vote.

CERTIFICATION

On the motion of Council Member Storke, the Town Council certified in accordance with Section 22-3712 of the Code of Virginia that only public business matters are lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act and that only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting by the public body.

Roll Call Vote:

John Chinault = Aye
Valarie Coyle = Aye
Jean Davis = Aye
Randy Hageman = Aye
David Storke = Aye
Jeff Voit = Aye
Dan Webb = Aye

Mayor Gaines read a motion to approve a one-time deviation from the personnel policy to pay staff in the water and sewer department the annual leave they have accumulated in excess of 240 hours as of June 30, 2024, and to pay all benefits for those employees separating from the town's employment in the water and sewer department. Councilmember Voit made the motion, which was seconded by Councilmember Hageman. The motion passed unanimously on a vote of 7-0.

ADJOURNMENT:

On the motion of Council Member Voit, seconded by Council Member Hageman, which carried a vote of 7-0, the Town Council motioned to adjourn the Town Council Meeting.



Memorandum

TO: The Honorable Mayor and Town Council
FROM: India Adams-Jacobs, Town Manager
SUBJECT: Event Coordinator Approval- Christmas Parade/Festival
DATE: August 1, 2024

SUMMARY:

This memo seeks approval for the appointment of an Event Coordinator for the upcoming Christmas Parade. The Christmas Parade is a significant event in our community, and having a dedicated coordinator will ensure its success.

BACKGROUND:

The Event Coordinator will oversee all aspects of the parade, including but not limited to vendor/float coordination, scheduling entertainment, managing volunteers, and ensuring compliance with all necessary permits and regulations in coordination with the Town Manager. Their role will be crucial in ensuring that the parade and festivities runs smoothly and is enjoyed by all attendees.

FISCAL IMPACT:

The contract for the Christmas Parade and festivities is \$1,500.

RECOMMENDATION:

Staff recommends proceeding with the proposed Event Coordinator to ensure the appropriate planning and timelines can be met for the 2024 Christmas Parade in collaboration with Town Staff.

Draft motion:

I move to authorize the Town Manager to execute an agreement with an Event Coordinator Lisa, Stevens, for \$1,500 to be paid from the events fund.



Town Council Memorandum

TO: The Honorable Mayor and Town Council
FROM: India Adams-Jacobs, Town Manager
COPY: Jeff Gore, Town Attorney; Tina Staples, Finance Director
SUBJECT: Town Manager's Report- May
DATE: August 1, 2024

Finance

- FY22 pre-audit work underway
 - Subsequent meeting was held with RoedferMoss on follow-up items for the FY22 audit
- TBG staff is still working with Keystone on module implementation and training
 - The live date for July 1 has been pushed; go live in coordination with the County also pushed based on feedback from County and Keystone
- Coordination of end of year close out with Finance Director/Treasurer and transition to FY25
- Staff completed the requirements to receive 599 funds
- Staff completed closeout of ARPA reimbursement grant for public safety
- FY21 final audit posted to the town website

Intergovernmental

- Planning and Design Grant submitted to Virginia Department of Health (VDH) for Hydrological Source Evaluation on 7/15
- Attended Dominion Energy Tropical Season updates statewide meeting
- Meeting with Caroline County DSS regarding CERVE and utility payments
- Held IGSA kickoff meeting with Ft. Walker Commander and based leaders for next steps regarding IGSA partnership
- Submitted the Consumer Confidence Report, and VDH accepted Consumer Confident Report; received correspondence stating we complied with this requirement
- Gross Alpha Action Plan accepted by VDH
- We received a warning letter from the DEQ regarding our plant operations from March/April. This was during the transition period between County operations, which ended in May 2024, and the commencement of Inboden Environmental Services on June 1, 2024.
- Coordination with VDOT on close-out projects throughout town
- Coordination with Caroline County Tourism staff for cross promotional marketing

Infrastructure & Utilities

- Copper & Lead Inventory: The work with Truepani is nearly complete. A survey is online for public outreach and feedback. The town has nearly completed the public side of the inventory.
- USDA project easement acquisition is underway in coordination with the Town Attorney
- Held technical assistance meeting with DEQ reps and UMD regarding infrastructure/utilities assistance

Economic Development & Tourism

- Harvest festival planning- meetings planned for the week of 7/15 with stakeholders and public safety staff
- Christmas Parade- pre-planning underway
- National Night Out- August 6th, 6-8pm
- Music on The Green:
 - August 23, 6:00pm - 8:00 pm (Cactus Jack Bank)
 - August 30 6:00 pm - 8:00pm (Patsy and The Country Classics)
 - September 6, 6:00pm - 8:00 pm (Lowriders)
 - September 13th - 6:00 pm - 8:00pm (Southern Rain)

Government Performance & Organizational Development

- Recruiting for 2 PT officers



TOWN OF BOWLING GREEN TOWN COUNCIL MEETING MONTHLY REPORT / PROJECT UPDATE

AGENDA ITEM: Public Works Department Monthly Report for
June & July 2024

DATE: July 18, 2024

PREPARED BY: Shawn Fortune, Public Works Foreman

MONTHLY REPORT / PROJECT UPDATE:

- Drying Bed shoveling
 1. On June 27, 2024 public works guys shoveled three drying beds.
 2. On July 11, 2024 public works guys shoveled two drying beds.
- Monthly grass cutting has continued.
- The 301 Pump Station is back operating with both pumps.
- Gross Alpha results for wells 4&5 for the 2nd Quarter came back over the required limits.
- Bac T samples were collected for June & July 2024... they passed requirements.
- All the HVAC units have been serviced at all of the Town's buildings.
- June wells sheets were emailed to the Virginia Dept. of Health on the last day of the month.
- The grinder pumps at Maury Heights Pump station had to be pulled on June 8, 2024 and June 30, 2024 because of wipes.
- All of the generators are started weekly manually.
- Hanging Baskets are watered weekly on Main St.
- Replacement Grinder Pump for Oakridge Pump Station is still on order.
- We are in the process of identifying the public side of our water service lines for the Lead and Copper Rules Revisions.

ATTACHMENTS:

HEADS UP ITEMS:

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Town Council Memorandum

TO: The Honorable Mayor and Town Council
FROM: Tina M Staples, MGT, Finance Director/Treasurer
COPY: India Adams-Jacobs, MPA; Town Manager; Jeff Gore, Town Attorney
SUBJECT: **Finance Director/Treasurer's Report**
DATE: August 1, 2024

During the month of June/July, the finance department worked on the following items:

- Audit FY22 Status
- Met with Tamara from Rodefer Moss on July 10, 2024, to review documents already uploaded to the firm and any outstanding items. Final documents requested, if available, will be submitted by July 31, 2024.
- FY23/24 Expenditures and Revenues keystone entry
- Entering the final transactions for FY24. We are still entering revenues and expenses for the entire fiscal year, as the majority have not been recorded in the financial system. The expenditures that have not been added to the general ledger are significant and final budget numbers will not be complete until this audit is finished.
- Reached out to Keystone on 07/12/24 because after working on updating the FY24 entries, only about a quarter of them actually showed up.
- A considerable amount of time has been spent with Keystone on fixes to issues and there is a huge amount of time lost with this system. Future consideration on alternatives should be explored immediately.

Agenda Items

- Policy changes- leak policy- memo and proposed code
- The utility system for the town has a great number of accounts receivables owed to the Town. Staff is currently instituting a debt-setoff service provided through the Virginia Department of Taxation and will allow us to have a more successful collection rate for the outstanding balances.

Operational Items Update

- 941s catch up- FY21,22,23 and FY24
- FY21 completed. FY22 & 23 are still outstanding. FY24 is up to date.

Thank you all for your ongoing cooperation and support.

For any questions, please contact me at tstaples@townofbowlinggreen.com or (540) 656-9120.



TOWN OF BOWLING GREEN
Revenue & Expenditure Detail Report
Report dates 07/01/2023 - thru - 06/30/2024

Account Number	Account Description	Original	Revised	Actuals	Remaining	% Remaining	T Y P E
100-011010-0001-0000-000	CURRENT YEAR TAXES	140,000.00	140,000.00	148,348.89	-8,348.89	-5.96	R
100-011010-0002-0000-000	DELINQUENT TAXES	500.00	500.00	921.22	-421.22	-84.24	R
Real Estate		140,500.00	140,500.00	149,270.11	-8,770.11	-6.24	
100-011011-0001-0000-000	CURRENT YEAR TAXES	30,000.00	30,000.00	28,948.88	1,051.12	3.50	R
Rt 301 Special Tax		30,000.00	30,000.00	28,948.88	1,051.12	3.50	
100-011020-0001-0000-000	CURRENT YEAR	3,200.00	3,200.00	2,001.05	1,198.95	37.47	R
Public Service		3,200.00	3,200.00	2,001.05	1,198.95	37.47	
100-011030-0001-0000-000	CURRENT YEAR TAXES	40,000.00	40,000.00	71,748.43	-31,748.43	-79.37	R
100-011030-0002-0000-000	DELINQUENT TAXES	500.00	500.00	1,792.18	-1,292.18	-258.44	R
Personal Property		40,500.00	40,500.00	73,540.61	-33,040.61	-81.58	
100-011060-0001-0000-000	PENALTY	2,000.00	2,000.00	0.00	2,000.00	100.00	R
100-011060-0002-0000-000	INTEREST	1,600.00	1,600.00	0.00	1,600.00	100.00	R
Penalty & Interest		3,600.00	3,600.00	0.00	3,600.00	100.00	
100-015010-0001-0000-000	INTEREST EARNED	0.00	0.00	66,178.10	-66,178.10	0.00	R
		0.00	0.00	66,178.10	-66,178.10	0.00	
100-016099-0003-0000-000	TRASH REVENUE	93,500.00	93,500.00	102,634.42	-9,134.42	-9.77	R



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Account Number	Account Description	Original	Revised	Actuals	Remaining	% Remaining	T Y P E
Refuse/Water/Sewer Revenues		93,500.00	93,500.00	102,634.42	-9,134.42	-9.77	
100-120101-0001-0000-000	SALES TAX	35,000.00	35,000.00	52,076.53	-17,076.53	-48.79	R
Sales Tax		35,000.00	35,000.00	52,076.53	-17,076.53	-48.79	
100-120201-0001-0000-000	CONSUMER UTILITY TAX	30,000.00	30,000.00	34,389.94	-4,389.94	-14.63	R
Consumer Utility Tax		30,000.00	30,000.00	34,389.94	-4,389.94	-14.63	
100-120301-0001-0000-000	BUSINESS LICENSE	95,000.00	95,000.00	78,146.09	16,853.91	17.74	R
Business License		95,000.00	95,000.00	78,146.09	16,853.91	17.74	
100-120501-0001-0000-000	VEHICLE LICENSE FEES	0.00	0.00	234.00	-234.00	0.00	R
100-120501-0005-0000-000	VEHICLE REGISTRATION FEES (PP BILL)	15,000.00	15,000.00	0.00	15,000.00	100.00	R
Vehicle License & Registration Fees		15,000.00	15,000.00	234.00	14,766.00	98.44	
100-120601-0001-0000-000	BANK STOCK TAX	250,000.00	250,000.00	420,480.00	-170,480.00	-68.19	R
Bank Stock Tax		250,000.00	250,000.00	420,480.00	-170,480.00	-68.19	
100-121001-0001-0000-000	TRANSIENT OCCUPANCY TAX	3,000.00	3,000.00	1,681.33	1,318.67	43.96	R
Transient Occupancy Tax		3,000.00	3,000.00	1,681.33	1,318.67	43.96	



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Account Number	Account Description	Original	Revised	Actuals	Remaining	% Remaining	T Y P E
100-121101-0001-0000-000	MEALS TAX	250,000.00	250,000.00	387,078.74	-137,078.74	-54.83	R
Meals Tax		250,000.00	250,000.00	387,078.74	-137,078.74	-54.83	
100-130306-0001-0000-000	ZONING PERMITS/FEES	1,000.00	1,000.00	3,125.00	-2,125.00	-212.50	R
100-130306-0002-0000-000	HOME OCCUPATION PERMITS	700.00	700.00	90.00	610.00	87.14	R
Permits, Fees And Licenses		1,700.00	1,700.00	3,215.00	-1,515.00	-89.12	
100-130307-0002-0000-000	Cigarette Tax	0.00	0.00	20,388.99	-20,388.99	0.00	R
CIGARETTE TAX		0.00	0.00	20,388.99	-20,388.99	0.00	
100-140101-0001-0000-000	POLICE/COURT FINES	20,000.00	20,000.00	15,396.85	4,603.15	23.02	R
100-140101-0002-0000-000	RETURNED CHECK FEE	100.00	100.00	75.00	25.00	25.00	R
100-140101-0003-0000-000	E SUMMONS FEES **RESTRICTED USE**	1,300.00	1,300.00	1,095.00	205.00	15.77	R
Fines And Forfeiture		21,400.00	21,400.00	16,566.85	4,833.15	22.58	
100-150201-0001-0000-000	CABLE PROPERTY RENTAL	6,000.00	6,000.00	7,105.13	-1,105.13	-18.42	R
100-150201-0002-0000-000	TOWN HALL RENTALS	12,000.00	12,000.00	21,550.00	-9,550.00	-79.58	R
100-150201-0005-0000-000	TOWN HALL ACTIVITY FEES	500.00	500.00	758.00	-258.00	-51.60	R
Rentals		18,500.00	18,500.00	29,413.13	-10,913.13	-58.99	
100-189000-0900-0000-000	MISCELLANEOUS	0.00	0.00	4,211.78	-4,211.78	0.00	R



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Account Number	Account Description	Original	Revised	Actuals	Remaining	% Remaining	TYPE
Other Miscellaneous Revenue		0.00	0.00	4,211.78	-4,211.78	0.00	
100-220109-0001-0000-000	VA 599 POLICE FUNDING	24,500.00	24,500.00	7,365.00	17,135.00	69.94	R
VA Police Funding		24,500.00	24,500.00	7,365.00	17,135.00	69.94	
100-220110-0001-0000-000	PPTRA REIMBURSEMENT-STATE	21,900.00	21,900.00	21,907.50	-7.50	-0.03	R
PPTRA State Reimbursement		21,900.00	21,900.00	21,907.50	-7.50	-0.03	
100-220111-0001-0000-000	COMMUNICATIONS TAX	31,500.00	31,500.00	22,412.16	9,087.84	28.85	R
Communications Tax		31,500.00	31,500.00	22,412.16	9,087.84	28.85	
100-240407-0001-0000-000	LITTER GRANT	1,595.00	1,595.00	5,585.00	-3,990.00	-250.16	R
ARPA Grant FUNDS		1,595.00	1,595.00	5,585.00	-3,990.00	-250.16	
100-240412-0001-0000-000	VIRGINIA FIRE PROGRAMS	15,000.00	15,000.00	0.00	15,000.00	100.00	R
VA Fire Program		15,000.00	15,000.00	0.00	15,000.00	100.00	
100-999999-0001-0000-000	MISCELLANEOUS	4,000.00	4,000.00	0.00	4,000.00	100.00	R
MISCELLANEOUS		4,000.00	4,000.00	0.00	4,000.00	100.00	



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Account Number	Account Description	Original	Revised	Actuals	Remaining	% Remaining	T Y P E
General Fund		1,129,395.00	1,129,395.00	1,527,725.21	-398,330.21	-35.27	
400-019050-0100-0000-000	HARVEST FESTIVAL	15,000.00	15,000.00	21,204.03	-6,204.03	-41.36	R
400-019050-0300-0000-000	TOWN HALL ACTIVITIES	1,000.00	1,000.00	0.00	1,000.00	100.00	R
400-019050-0500-0000-000	MISC EVENTS	0.00	0.00	250.00	-250.00	0.00	R
Events And Activities		16,000.00	16,000.00	21,454.03	-5,454.03	-34.09	
Events / Activities		16,000.00	16,000.00	21,454.03	-5,454.03	-34.09	
500-016099-0001-0000-000	WATER SALES	460,000.00	460,000.00	509,248.93	-49,248.93	-10.71	R
500-016099-0003-0000-000	ACCOUNT SETUP FEES	1,000.00	1,000.00	855.00	145.00	14.50	R
500-016099-0004-0000-000	WATER RECONNECT FEES	500.00	500.00	21,025.00	-20,525.00	-4,105.00	R
500-016099-0005-0000-000	CONNECTIONS FEES-WATER	1,000.00	1,000.00	3,000.00	-2,000.00	-200.00	R
500-016099-0006-0000-000	PENALTY FEES	5,000.00	5,000.00	0.00	5,000.00	100.00	R
500-016099-0010-0000-000	WATER AVAILABILITY FEES	12,000.00	12,000.00	24,000.00	-12,000.00	-100.00	R
500-016099-0012-0000-000	UTILITY INSPECTION FEES	0.00	0.00	210.00	-210.00	0.00	R
500-016099-0015-0000-000	IRRIGATION SYSTEM APPLICATION FEE	100.00	100.00	100.00	0.00	0.00	R
Refuse/Water/Sewer Revenues		479,600.00	479,600.00	558,438.93	-78,838.93	-16.44	
Water		479,600.00	479,600.00	558,438.93	-78,838.93	-16.44	
520-016099-0002-0000-000	SEWER SALES	430,000.00	430,000.00	508,096.62	-78,096.62	-18.16	R
520-016099-0007-0000-000	CONNECTION FEES- SEWER	2,250.00	2,250.00	2,250.00	0.00	0.00	R
520-016099-0011-0000-000	SEWER AVAILABILITY FEES	12,000.00	12,000.00	18,000.00	-6,000.00	-50.00	R



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Account Number	Account Description	Original	Revised	Actuals	Remaining	% Remaining	T Y P E
Refuse/Water/Sewer Revenues		444,250.00	444,250.00	528,346.62	-84,096.62	-18.93	
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Sewer Operations		444,250.00	444,250.00	528,346.62	-84,096.62	-18.93	
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Revenue		2,069,245.00	2,069,245.00	2,635,964.79	-566,719.79	-27.39	
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100-003100-2500-0000-000	Hybrid Disability Insurance	0.00	0.00	202.72	-202.72	0.00	X
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		0.00	0.00	202.72	-202.72	0.00	
100-012110-1101-0000-000	SALARIES	56,000.00	56,000.00	67,195.27	-11,195.27	-19.99	X
100-012110-1150-0000-000	PT Salaries and Wages	10,000.00	10,000.00	1,053.75	8,946.25	89.46	X
100-012110-2100-0000-000	FICA	4,284.00	4,284.00	0.00	4,284.00	100.00	X
100-012110-2600-0000-000	MAYOR EXPENSES	0.00	0.00	325.77	-325.77	0.00	X
100-012110-3000-0000-000	TOWN MANAGER EXPENSES	1,000.00	1,000.00	2,931.98	-1,931.98	-193.20	X
100-012110-3100-0000-000	CONTINGENCY	35,000.00	35,000.00	24,945.17	10,054.83	28.73	X
100-012110-3140-0000-000	CONTRACTED SERVICES/SHREDDING	100.00	100.00	105.02	-5.02	-5.02	X
100-012110-3150-0000-000	PROFESSIONAL SERVICES - LEGAL	24,000.00	24,000.00	92,339.88	-68,339.88	-284.75	X
100-012110-3152-0000-000	WEB BASED SERVICES	10,000.00	10,000.00	14,128.97	-4,128.97	-41.29	X
100-012110-3600-0000-000	ADVERTISING	2,000.00	2,000.00	15,131.25	-13,131.25	-656.56	X
100-012110-5250-0000-000	TELECOMMUNICATIONS	1,200.00	1,200.00	2,253.80	-1,053.80	-87.82	X
100-012110-5300-0000-000	TOWN INSURANCE-GENERAL FUND	30,000.00	30,000.00	9,359.25	20,640.75	68.80	X
100-012110-5545-0000-000	CONFRENCE EXPENSES/TRAINING EXPEN	1,000.00	1,000.00	452.77	547.23	54.72	X
100-012110-5810-0000-000	MEMBERSHIP DUES	900.00	900.00	1,016.00	-116.00	-12.89	X
100-012110-5830-0000-000	COVID-19 EXPENSES	0.00	0.00	612,072.27	-612,072.27	0.00	X
100-012110-5840-0000-000	MISCELLANEOUS	0.00	0.00	-84,332.05	84,332.05	0.00	X
100-012110-6001-0000-000	OFFICE/MEETING SUPPLIES & PRINTIN	2,000.00	2,000.00	1,058.26	941.74	47.09	X
100-012110-6021-0000-000	PUBLIC RELATIONS	0.00	0.00	2,266.76	-2,266.76	0.00	X
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Account Number	Account Description	Original	Revised	Actuals	Remaining	% Remaining	T Y P E
Council and Town Manager Office		177,484.00	177,484.00	762,304.12	-584,820.12	-329.51	
100-012410-0000-0000-000	***TREASURER'S EXPENSES***	0.00	0.00	8.55	-8.55	0.00	X
100-012410-1101-0000-000	SALARIES/WAGES	103,540.00	103,540.00	88,677.87	14,862.13	14.35	X
100-012410-2100-0000-000	FICA	7,921.00	7,921.00	0.00	7,921.00	100.00	X
100-012410-2210-0000-000	VRS	14,993.00	14,993.00	0.00	14,993.00	100.00	X
100-012410-2300-0000-000	HEALTH PLAN	21,032.00	21,032.00	328.90	20,703.10	98.44	X
100-012410-2400-0000-000	GROUP LIFE	1,387.00	1,387.00	0.00	1,387.00	100.00	X
100-012410-2500-0000-000	HYBRID DISBILITY INSURANCE	500.00	500.00	0.00	500.00	100.00	X
100-012410-3120-0000-000	AUDIT	21,000.00	21,000.00	43,021.87	-22,021.87	-104.87	X
100-012410-3130-0000-000	CREDIT CARD AND BANK FEES	0.00	0.00	4,996.73	-4,996.73	0.00	X
100-012410-3150-0000-000	PROFESSIONAL SERVICES - CPA	12,000.00	12,000.00	53,786.75	-41,786.75	-348.22	X
100-012410-3310-0000-000	OFFICE EQUIPMENT	4,000.00	4,000.00	2,518.67	1,481.33	37.03	X
100-012410-3320-0000-000	COMPUTER LICENSES/SUPPORT	22,000.00	22,000.00	53,062.66	-31,062.66	-141.19	X
100-012410-3600-0000-000	LATE FEES & PENALTIES	0.00	0.00	222.97	-222.97	0.00	X
100-012410-5210-0000-000	POSTAGE	2,500.00	2,500.00	160.56	2,339.44	93.58	X
100-012410-5230-0000-000	TELECOMMUNICATIONS	2,500.00	2,500.00	0.00	2,500.00	100.00	X
100-012410-5540-0000-000	EDUCATION/TRAINING	2,000.00	2,000.00	172.36	1,827.64	91.38	X
100-012410-5810-0000-000	MEMBERSHIP DUES	300.00	300.00	0.00	300.00	100.00	X
100-012410-5840-0000-000	MISCELLANEOUS	0.00	0.00	781.03	-781.03	0.00	X
100-012410-6001-0000-000	OFFICE SUPPLIES & PRINTING	2,000.00	2,000.00	5,842.23	-3,842.23	-192.11	X
Treasurer		217,673.00	217,673.00	253,581.15	-35,908.15	-16.50	
100-021100-6022-0000-001	INFORMATION & TECHNOLOGY SECURITY	0.00	0.00	5,059.90	-5,059.90	0.00	X
		0.00	0.00	5,059.90	-5,059.90	0.00	
100-031100-1101-0000-000	SALARIES/WAGES	105,000.00	105,000.00	107,411.93	-2,411.93	-2.30	X
100-031100-1150-0000-000	PART-TIME SALARY AND WAGES	6,000.00	6,000.00	3,560.26	2,439.74	40.66	X
100-031100-2100-0000-000	FICA	8,492.00	8,492.00	0.00	8,492.00	100.00	X



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100-031100-2210-0000-000	VRS	15,204.00	15,204.00	0.00	15,204.00	100.00	X
100-031100-2300-0000-000	HEALTH PLAN	9,130.00	9,130.00	0.00	9,130.00	100.00	X
100-031100-2400-0000-000	GROUP LIFE	1,407.00	1,407.00	0.00	1,407.00	100.00	X
100-031100-2500-0000-000	HYBRID DISABILITY INSURANCE	233.00	233.00	0.00	233.00	100.00	X
100-031100-2720-0000-000	BUILDING REPAIRS/MAINTENANCE	1,000.00	1,000.00	60.99	939.01	93.90	X
100-031100-3310-0000-000	VEHICLE MAINTENANCE	3,000.00	3,000.00	9,124.90	-6,124.90	-204.16	X
100-031100-3312-0000-000	EQUIPMENT REPAIR	200.00	200.00	0.00	200.00	100.00	X
100-031100-3320-0000-000	PROFESSIONAL SERVICES	0.00	0.00	1,015.00	-1,015.00	0.00	X
100-031100-5110-0000-000	ELECTRICITY	1,800.00	1,800.00	9,952.03	-8,152.03	-452.89	X
100-031100-5230-0000-000	TELECOMMUNICATIONS	3,000.00	3,000.00	0.00	3,000.00	100.00	X
100-031100-5540-0000-000	EDUCATION/TRAINING	1,500.00	1,500.00	0.00	1,500.00	100.00	X
100-031100-5810-0000-000	MEMBERSHIP DUES/SUBSCRIPTIONS	2,000.00	2,000.00	2,322.00	-322.00	-16.10	X
100-031100-6001-0000-000	OFFICE SUPPLIES & PRINTING	1,000.00	1,000.00	5,927.37	-4,927.37	-492.74	X
100-031100-6008-0000-000	VEHICLE FUEL/OIL	6,000.00	6,000.00	1,020.45	4,979.55	82.99	X
100-031100-6010-0000-000	EQUIPMENT/SUPPLIES	5,000.00	5,000.00	64.65	4,935.35	98.71	X
100-031100-6011-0000-000	UNIFORMS	3,000.00	3,000.00	122.00	2,878.00	95.93	X
Police Department		172,966.00	172,966.00	140,581.58	32,384.42	18.72	
100-031200-0003-0000-000	USE OF E-SUMMONS FEES	3,500.00	3,500.00	3,757.40	-257.40	-7.35	X
		3,500.00	3,500.00	3,757.40	-257.40	-7.35	
100-032000-5650-0000-000	FIRE PROGRAM FUNDS	15,000.00	15,000.00	15,000.00	0.00	0.00	X
		15,000.00	15,000.00	15,000.00	0.00	0.00	
100-043100-1101-0000-000	SALARIES	79,835.00	79,835.00	94,868.54	-15,033.54	-18.83	X
100-043100-1201-0000-000	SALARIES/WAGES- OVERTIME	1,500.00	1,500.00	0.00	1,500.00	100.00	X
100-043100-2100-0000-000	FICA	6,108.00	6,108.00	0.00	6,108.00	100.00	X
100-043100-2210-0000-000	VRS	10,402.00	10,402.00	6,495.36	3,906.64	37.56	X



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100-043100-2300-0000-000	HEALTH PLAN	17,845.00	17,845.00	0.00	17,845.00	100.00	X
100-043100-2400-0000-000	GROUP LIFE	963.00	963.00	0.00	963.00	100.00	X
100-043100-2500-0000-000	HYBRID DISABILITIES INSURANCE	209.00	209.00	0.00	209.00	100.00	X
100-043100-3311-0000-000	VEHICLE MAINT	2,000.00	2,000.00	7,753.24	-5,753.24	-287.66	X
100-043100-5110-0000-000	ELECTRICITY-STREETLIGHTS	24,000.00	24,000.00	29,488.51	-5,488.51	-22.87	X
100-043100-5230-0000-000	TELECOMMUNICATIONS	1,500.00	1,500.00	0.00	1,500.00	100.00	X
100-043100-5300-0000-000	INSURANCE	5,000.00	5,000.00	9,359.25	-4,359.25	-87.19	X
100-043100-5540-0000-000	EDUCATION/ TRAINING	500.00	500.00	0.00	500.00	100.00	X
100-043100-5840-0000-000	MISCELLANEOUS	0.00	0.00	746.98	-746.98	0.00	X
100-043100-6001-0000-000	OFFICE SUPPLIES & PRINTING	500.00	500.00	0.00	500.00	100.00	X
100-043100-6005-0000-000	JANITORIAL SUPPLIES	0.00	0.00	32.87	-32.87	0.00	X
100-043100-6006-0000-000	HAND TOOLS	500.00	500.00	0.00	500.00	100.00	X
100-043100-6007-0000-000	REPAIR/ MAINT TOWN BUILDINGS	14,000.00	14,000.00	6,285.85	7,714.15	55.10	X
100-043100-6008-0000-000	VEHICLE FUEL/ OIL	3,000.00	3,000.00	1,436.21	1,563.79	52.13	X
100-043100-6009-0000-000	EQUIPMENT/ SUPPLIES	4,000.00	4,000.00	9,020.20	-5,020.20	-125.51	X
100-043100-6011-0000-000	UNIFORMS/ SAFETY EQUIP	1,500.00	1,500.00	201.66	1,298.34	86.56	X
100-043100-7110-0000-000	PARKING LOT/STREET/SIDEWALK MAINT	7,000.00	7,000.00	3,684.57	3,315.43	47.36	X
100-043100-7120-0000-000	PARK MAINTENANCE/GATEWAY BEAUTIFI	1,500.00	1,500.00	5,423.45	-3,923.45	-261.56	X
100-043100-7130-0000-000	REFUSE COLLECTION	98,500.00	98,500.00	30,116.27	68,383.73	69.43	X
100-043100-7140-0000-000	LITTER GRANT	1,200.00	1,200.00	0.00	1,200.00	100.00	X
100-043100-7200-0000-000	TOWN HALL EXPENSES	30,000.00	30,000.00	29,542.96	457.04	1.52	X
Public Works		311,562.00	311,562.00	234,455.92	77,106.08	24.75	
General Fund		898,185.00	898,185.00	1,414,942.79	-516,757.79	-57.53	
300-300100-8700-0000-000	REFINANCING AND USDA PROJECTS	0.00	0.00	5,920.63	-5,920.63	0.00	X
		0.00	0.00	5,920.63	-5,920.63	0.00	



TOWN OF BOWLING GREEN
Revenue & Expenditure Detail Report
 Report dates 07/01/2023 - thru - 06/30/2024

Account Number	Account Description	Original	Revised	Actuals	Remaining	% Remaining	T Y P E
Capital Improvement		0.00	0.00	5,920.63	-5,920.63	0.00	
400-071200-1210-0000-000	HARVEST FESTIVAL	35,000.00	35,000.00	19,377.87	15,622.13	44.63	X
400-071200-1230-0000-000	MUSIC ON THE GREEN	5,000.00	5,000.00	8,142.66	-3,142.66	-62.85	X
400-071200-1250-0000-000	PARADE/HOLIDAY EVENTS	2,000.00	2,000.00	1,741.23	258.77	12.94	X
400-071200-1310-0000-000	TOWN HALL ACTIVITIES	2,000.00	2,000.00	945.00	1,055.00	52.75	X
Events & Activities		44,000.00	44,000.00	30,206.76	13,793.24	31.35	
Events / Activities		44,000.00	44,000.00	30,206.76	13,793.24	31.35	
500-000100-2300-0000-000	HEALTH PLAN	0.00	0.00	232.44	-232.44	0.00	X
		0.00	0.00	232.44	-232.44	0.00	
500-500100-1101-0000-000	SALARIES	120,221.00	120,221.00	111,252.48	8,968.52	7.46	X
500-500100-1201-0000-000	SALARIES/WAGES-OVERTIME	3,000.00	3,000.00	0.00	3,000.00	100.00	X
500-500100-2100-0000-000	FICA	9,197.00	9,197.00	0.00	9,197.00	100.00	X
500-500100-2210-0000-000	VRS	16,250.00	16,250.00	1,312.03	14,937.97	91.93	X
500-500100-2300-0000-000	HEALTH PLAN	19,567.00	19,567.00	0.00	19,567.00	100.00	X
500-500100-2400-0000-000	GROUP LIFE	1,504.00	1,504.00	0.00	1,504.00	100.00	X
500-500100-2500-0000-000	HYBRID DISABILITY	191.00	191.00	0.00	191.00	100.00	X
500-500100-3140-0000-000	ENGINEERING/PROF. SERVICES	0.00	0.00	23,214.00	-23,214.00	0.00	X
500-500100-3311-0000-000	VEHICLE MAINT	3,000.00	3,000.00	1,240.01	1,759.99	58.67	X
500-500100-3320-0000-000	COMPUTER LICENSES/SUPPORT	2,000.00	2,000.00	5,381.84	-3,381.84	-169.09	X
500-500100-5110-0000-000	ELECTRICITY	20,000.00	20,000.00	29,470.71	-9,470.71	-47.35	X
500-500100-5210-0000-000	MAILING COSTS	1,000.00	1,000.00	4,461.47	-3,461.47	-346.15	X
500-500100-5230-0000-000	TELECOMMUNICATIONS	4,200.00	4,200.00	2,049.92	2,150.08	51.19	X



TOWN OF BOWLING GREEN
Revenue & Expenditure Detail Report
Report dates 07/01/2023 - thru - 06/30/2024

Account Number	Account Description	Original	Revised	Actuals	Remaining	% Remaining	T Y P E
500-500100-5300-0000-000	TOWN INSURANCE-WATER	4,700.00	4,700.00	9,359.25	-4,659.25	-99.13	X
500-500100-5540-0000-000	Education/Training/License/Permit	3,000.00	3,000.00	8,733.46	-5,733.46	-191.12	X
500-500100-5810-0000-000	FEES AND DUES	4,000.00	4,000.00	3,083.00	917.00	22.93	X
500-500100-5820-0000-000	LICENSES AND PERMITS	0.00	0.00	3,180.00	-3,180.00	0.00	X
500-500100-5840-0000-000	MISCELLANEOUS	200.00	200.00	538.70	-338.70	-169.35	X
500-500100-5899-0000-000	Miss Utility Costs	500.00	500.00	0.00	500.00	100.00	X
500-500100-6001-0000-000	OFFICE SUPPLIES/EQUIPMENT	2,000.00	2,000.00	0.00	2,000.00	100.00	X
500-500100-6005-0000-000	Janitorial Supplies	1,500.00	1,500.00	0.00	1,500.00	100.00	X
500-500100-6006-0000-000	HAND TOOLS	1,000.00	1,000.00	0.00	1,000.00	100.00	X
500-500100-6007-0000-000	REPAIR / MAINTENANCE	107,141.00	107,141.00	260,145.94	-153,004.94	-142.81	X
500-500100-6008-0000-000	VEHICLE FUEL/OIL	2,229.00	2,229.00	1,794.74	434.26	19.48	X
500-500100-6009-0000-000	EQUIPMENT/SUPPLIES	3,500.00	3,500.00	154.04	3,345.96	95.60	X
500-500100-6011-0000-000	UNIFORMS/SAFETY EQUIP	3,000.00	3,000.00	868.17	2,131.83	71.06	X
500-500100-6021-0000-000	TESTING SUPPLIES/CHEMICALS	5,000.00	5,000.00	4,739.23	260.77	5.22	X
500-500100-6022-0000-000	WATER TESTING	8,000.00	8,000.00	8,009.33	-9.33	-0.12	X
500-500100-6050-0000-000	METER/FIRE HYDRANTS	5,000.00	5,000.00	0.00	5,000.00	100.00	X
500-500100-6060-0000-000	WELL HEAD PROTECTION GRANT	10,000.00	10,000.00	0.00	10,000.00	100.00	X
500-500100-8500-0000-000	2018 Loan Interest Expense	53,986.00	53,986.00	21,692.24	32,293.76	59.82	X
Water Operations		414,886.00	414,886.00	500,680.56	-85,794.56	-20.68	
500-500500-3500-0000-000	USDA System Upgrade	0.00	0.00	74,376.96	-74,376.96	0.00	X
Water CIP		0.00	0.00	74,376.96	-74,376.96	0.00	
Water		414,886.00	414,886.00	575,289.96	-160,403.96	-38.66	
520-500100-1101-0000-000	SALARIES	156,481.00	156,481.00	166,060.93	-9,579.93	-6.12	X
520-500100-1201-0000-000	OVERTIME	3,423.00	3,423.00	0.00	3,423.00	100.00	X
520-500100-2100-0000-000	FICA	11,971.00	11,971.00	0.00	11,971.00	100.00	X



TOWN OF BOWLING GREEN
Revenue & Expenditure Detail Report
Report dates 07/01/2023 - thru - 06/30/2024

Account Number	Account Description	Original	Revised	Actuals	Remaining	% Remaining	T Y P E
520-500100-2210-0000-000	VRS	21,500.00	21,500.00	1,557.53	19,942.47	92.76	X
520-500100-2300-0000-000	HEALTH INSURANCE	19,220.00	19,220.00	0.00	19,220.00	100.00	X
520-500100-2400-0000-000	GROUP LIFE	1,990.00	1,990.00	0.00	1,990.00	100.00	X
520-500100-2500-0000-000	HYBRID DISABILITY	511.00	511.00	0.00	511.00	100.00	X
520-500100-3160-0000-000	TESTING	21,000.00	21,000.00	23,417.00	-2,417.00	-11.51	X
520-500100-3180-0000-000	SLUDGE REMOVAL	20,000.00	20,000.00	46,986.14	-26,986.14	-134.93	X
520-500100-3311-0000-000	VEHICLE MAINT	2,000.00	2,000.00	0.00	2,000.00	100.00	X
520-500100-3320-0000-000	PROFESSIONAL SERVICES	0.00	0.00	2,740.00	-2,740.00	0.00	X
520-500100-5110-0000-000	ELECTRICITY	30,000.00	30,000.00	47,049.70	-17,049.70	-56.83	X
520-500100-5120-0000-000	PROPANE	3,000.00	3,000.00	0.00	3,000.00	100.00	X
520-500100-5210-0000-000	MAILING COSTS	750.00	750.00	0.00	750.00	100.00	X
520-500100-5230-0000-000	TELECOMMUNICATIONS	1,500.00	1,500.00	0.00	1,500.00	100.00	X
520-500100-5300-0000-000	INSURANCE	4,250.00	4,250.00	9,359.25	-5,109.25	-120.22	X
520-500100-5540-0000-000	Education/Training/License	3,000.00	3,000.00	0.00	3,000.00	100.00	X
520-500100-5613-0000-000	VPDES FEES/DEQ	4,000.00	4,000.00	888.64	3,111.36	77.78	X
520-500100-5840-0000-000	SEWER OPS MISCELLANEOUS	200.00	200.00	1,042.84	-842.84	-421.42	X
520-500100-5899-0000-000	MISS UTILITY COST	500.00	500.00	361.75	138.25	27.65	X
520-500100-6001-0000-000	OFFICE SUPPLIES	900.00	900.00	0.00	900.00	100.00	X
520-500100-6004-0000-000	LAB SUPPLIES/CHEMICALS	10,000.00	10,000.00	14,033.75	-4,033.75	-40.34	X
520-500100-6005-0000-000	Janitorial Supplies	1,000.00	1,000.00	19.37	980.63	98.06	X
520-500100-6006-0000-000	SMALL TOOLS	1,000.00	1,000.00	0.00	1,000.00	100.00	X
520-500100-6007-0000-000	REPAIR / MAINTENANCE	85,000.00	85,000.00	169,000.34	-84,000.34	-98.82	X
520-500100-6008-0000-000	VEHICLE FUEL/OIL	2,624.00	2,624.00	0.00	2,624.00	100.00	X
520-500100-6011-0000-000	UNIFORMS/SAFETY EQUIPMENT	2,500.00	2,500.00	959.20	1,540.80	61.63	X
520-500100-6030-0000-000	PLANT & LAB SUPPLIES/CHEMICALS	0.00	0.00	287.82	-287.82	0.00	X
520-500100-8500-0000-000	Loan Interest Expense	161,270.00	161,270.00	72,768.08	88,501.92	54.88	X
Water Operations		569,590.00	569,590.00	556,532.34	13,057.66	2.29	
Sewer Operations		569,590.00	569,590.00	556,532.34	13,057.66	2.29	



TOWN OF BOWLING GREEN
Revenue & Expenditure Detail Report
Report dates 07/01/2023 - thru - 06/30/2024

Account Number	Account Description	Original	Revised	Actuals	Remaining	% Remaining	T Y P E
		-----	-----	-----	-----	-----	-
Expense		-1,926,661.00	-1,926,661.00	-2,582,892.48	656,231.48	-34.06	
Report Total		=====	=====	=====	=====	=====	
		142,584.00	142,584.00	53,072.31	89,511.69	62.78	



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
MONTHLY REPORT / PROJECT UPDATE**

AGENDA ITEM: Police Departments Monthly Report June & July 2024

DATE: 07/23/2024

PREPARED BY: Chief Justin Cecil Sr.

MONTHLY REPORT / PROJECT UPDATE:

Police Activity for June & July 2024

- 34-Total calls for service
- 15-Assist other agencies
- 2-Motor Vehicle Accident
- 1- Destruction of property
- 3- Larcenies
- 18-Summons / Parking tickets
- 1- Animal Control
- 55-Park walk and talks
- 66-Property checks/ Vacation checks/ Business Checks
- 5- Warrants/Services
- 1- Arrest

ATTACHMENTS:

None

HEADS UP ITEMS:

Preparing for National Night Out 08/06/2024

TOWN OF BOWLING GREEN NOTICE OF PUBLIC HEARING BREEZELINE CABLE FRANCHISE AGREEMENT RENEWAL

As part of the cable franchise renewal proceedings between the Town of Bowling Green and Breezeline, LLC, notice is hereby given, pursuant to Title 47 Section 521 et. seq. of the United States Code and Sections 15.2-2108.20 and 15.2-2108.30 of the Code of Virginia, that the Town Council of the Town of Bowling Green, Virginia will hold a public hearing on the proposed renewal of the cable television franchising agreement. The public hearing will be held on or about 7:00 p.m. on Thursday, August 1, 2024, in the Town Council Chambers, located in the Bowling Green Town Office, 117 Butler Street, Bowling Green, Virginia. Any person interested in the above-described agreement may appear at the hearing and present their views.

Copies of the proposed agreement are on file and available for public review in the Town Offices located at 117 Butler Street, Bowling Green, Virginia, during regular business hours. Written comments regarding the proposed renewal agreement may be forwarded either to the Town Manager prior to the public hearing for transmission to the Council, or to the Council during the public hearings. Requests for special assistance should be made to the Town Manager/Clerk on or before Friday, July 31, 2024; such requests should specify the nature of assistance required.

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TOWN OF BOWLING GREEN, VIRGINIA
India Adams-Jacobs, Town Manager/Clerk
COL-3000574



Town Council Memorandum

TO: The Honorable Mayor and Town Council
FROM: India Adams-Jacobs, Town Manager
COPY: Jeff Gore, Town Attorney
SUBJECT: Cable Franchise Agreement with Breezeline
DATE: August 1, 2024

SUMMARY:

The Town Council for the Town of Bowling Green requested that staff investigate the Town's contractual relationship with Breezeline. Staff determined that the franchise agreement had expired. Staff and Council have communicated with Breezeline regarding the execution of a new agreement. The draft agreement is now being presented to Council for approval. As this is a cable franchise agreement, federal law requires that the Town Council hold a public hearing before voting to execute the contract. The agreement also governs the landlord tenant relationship pertaining to the structures being utilized by Breezeline to support their operations, located on Town property adjacent to the Town's water tower.

ALTERNATIVES:

The alternative would be to not authorize the Town Manager to execute the agreement.

FISCAL IMPACT:

The fiscal impact projected for this agreement is a revenue for the Town of approximately \$10,000 annually.

RECOMMENDATION:

Staff recommends that the Town Council vote to authorize the Town Manager to execute the agreement as presented.

DRAFT MOTION:

I move that the Council vote to authorize the Town Manager to execute the cable franchise agreement with Breezeline.



Cogeco US (Delmar), LLC
d/b/a Breezeline

Cable Franchise Renewal Agreement

with the

Town of Bowling Green

(VA0105)

CABLE FRANCHISE

A FRANCHISE AGREEMENT GRANTING A NON-EXCLUSIVE FRANCHISE TO COGECO US (DELMAR), LLC, d/b/a BREEZELINE AND ITS SUCCESSORS AND ASSIGNS (FRANCHISEE) AND THE TOWN OF BOWLING GREEN (ISSUING AUTHORITY) TO OPERATE AND MAINTAIN A COMMUNITY ANTENNA TELEVISION SYSTEM; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR THE ISSUING AUTHORITY REGULATION OF THE COMMUNITY ANTENNA TELEVISION SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

The Town, having determined that the financial, legal and technical ability of the Franchisee is reasonably sufficient to provide the services, facilities and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Franchisee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.
BE IT ORDAINED BY THE TOWN COUNCIL OF BOWLING GREEN, VIRGINIA, THAT

SECTION 1. SHORT TITLE.

This Franchise Agreement shall be known and may be cited as the “Community Antenna Television Franchise Agreement.”

SECTION 2. DEFINITIONS.

For the purpose of the Franchise Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

- 2-1 “Basic Service” is lowest level service tier which includes the retransmission of local television broadcast signals.
- 2-2 “Communications Act” is the Communications Act of 1934, as amended, 47 U.S.C. §521 *et seq.*
- 2-3 “Community Antenna Television System,” hereinafter referred to as “CATV System” or “System,” means a system of coaxial cables or other electrical conductors and equipment used or to be used primarily to receive television or radio signals directly or indirectly off-the-air and transmit them to subscribers for a fee.
- 2-4 “Council” is the Issuing Authority Council of Bowling Green, Virginia.
- 2-5 “FCC” is the Federal Communications Commission.
- 2-6 “Franchise” is an authorization granted by the Council pursuant to this Franchise Agreement which permits the construction, operation, and maintenance of a CATV System within the territorial area involved.

- 2-7 “Franchisee” is Cogeco US (Delmar), LLC, d/b/a Breezeline or any person or entity who succeeds Breezeline as Franchisee hereunder in accordance with the provisions of this Franchise.
- 2-8 “Issuing Authority” is the Town of Bowling Green, Virginia
- 2-9 “Persons” is any person, firm, partnership, association, corporation, company or organization of any kind.
- 2-10 “Subscriber” is any person lawfully receiving any service provided by or carried on the CATV System.

SECTION 3. GRANT OF AUTHORITY.

There is hereby granted by the Issuing Authority to Franchisee; the right and privilege to construct, erect, operate and maintain in, upon, along, across, above, over and under the streets, alleys, public ways, and public places now laid out or dedicated, and all extensions, thereof, and additions thereto in the Issuing Authority, on poles, wires, cable, underground conduits, manholes, and other television conductors, and fixtures, and to use poles, wires, cables and other facilities of persons, providing consent is obtained from such persons, necessary for the maintenance and operation in the Issuing Authority of a community television system for the interception, sale and distribution of television and radio signals.

- 3-1 Non-exclusive Grant. [The Issuing Authority hereby grants to Franchisee under the Code of Virginia and the Cable Act a nonexclusive Franchise authorizing the Franchisee](#) The right to use and occupy said streets, alleys, public ways and places, or the facilities of other places for the purposes herein set forth shall not be exclusive, and the Issuing Authority reserves the right to grant a similar use of said streets, alleys, public ways and places, to any person at any time during the period of the Franchise. Any additional franchises granted by the Issuing Authority shall contain the same substantive terms and conditions as this Franchise and shall be competitively neutral and nondiscriminatory as compared to this or any other franchise granted by the Issuing Authority for the operation of a CATV System or other wireline multichannel video distribution system. Franchisee may use the CATV System to deliver services other than cable television services as permitted by applicable law.

~~3-2 State Franchise. If the Commonwealth of Virginia adopts a state issued cable franchise, Franchisee may replace this Franchise with a state franchise as provided under the authorizing statute.~~

SECTION 4. COMPANY LIABILITY – INDEMNIFICATION AND INSURANCE.-

- 4-1 It is expressly understood and agreed by and between Franchisee and the Issuing Authority that Franchisee shall, and does by its acceptance of this Franchise, specifically agree to save the Issuing Authority harmless from all loss sustained by the Issuing Authority on account of any suit, judgment, execution, claim or demand whatsoever resulting from Franchisee’s performance of its obligations under this Franchise unless such loss arises from the negligence or intentional misconduct of the Issuing Authority, its officers, agents or employees. The above shall include, but shall not be limited to, damages arising out of copyright infringement and all other damages arising out of the installation, operation or

maintenance of the CATV System authorized herein, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise.

4-2 [Nothing in this ordinance or in a franchise is intended to, or shall be construed or applied to, express or imply a waiver by the Town of statutory provisions, privileges or immunities of any kind or nature as set forth in the Code of Virginia, including the limits of liability of the Town as exists presently or as may be increased from time to time by the legislature. Further, nothing shall constitute a waiver of the Town's statutory provisions, privileges or immunities, including the Town's sovereign immunity, of any kind or nature.](#)

4-13 Franchisee, by its acceptance of this Franchise, specifically agrees that it shall maintain throughout the term of this Franchise, liability insurance, insuring the Issuing Authority and Franchisee against all claims or damages in the minimum amounts of at least:

(1) \$1,000,000 for bodily injury or death to any one person, and \$3,000,000 for bodily injury or death resulting from any one accident.

(2) \$3,000,000 for property damages resulting from any one accident.

(3) Each of the foregoing insurance policies shall contain a statement that the insurer will not cancel the policy or fail to renew the policy for any reason without first giving notice in accordance with the terms of the policy. In addition, in the event that the insurer does not provide such notice directly to the Issuing Authority, Franchisee agrees to provide the Issuing Authority with as much advance written notice as is reasonably practicable in the event that any such insurer provides Franchisee with notice that it intends to cancel the policy or fail to renew the policy for any reason.

(4) [Workers Compensation Insurance as required by the Commonwealth of Virginia;](#)

SECTION 5. COMPLIANCE WITH APPLICABLE LAWS AND FRANCHISE AGREEMENTS.

Franchisee shall, at all times during the life of this Franchise, be subject to all lawful exercises of the police power by the Issuing Authority and to such regulation, as the Issuing Authority, State or Federal Government shall hereafter provide.

5-1 Any lawful regulations established by the FCC pursuant to the Communications Act, as the same may be amended, shall be incorporated into this Franchise Agreement. Such regulations shall become incorporated on the date they become obligatory under federal law, or, in the event, no obligatory date is established, within one (1) year of adoption by the FCC.

5.2 In accordance with Section 622(b) of the Cable Act (47 U.S.C. § 542(b)), Franchisee shall not be liable for a total annual financial commitment pursuant to this Franchise and Applicable Law in excess of five percent (5%) of gross CATV System revenues in the Issuing Authority for such year.

SECTION 6. TERRITORIAL AREA INVOLVED.

This Franchise relates to the present unincorporated areas of the Issuing Authority and to any area henceforth added thereto during the term of this Franchise, however, in accordance with the terms and conditions set forth below:

- 6-1 Franchisee shall make cable service available in accordance with the terms of this Franchise to all residences, businesses and other public or privately owned buildings within the Issuing Authority that are within or contiguous to the CATV System as it exists on the date hereof, including multiple dwelling unit buildings, whose owners or occupants request cable service, except for multiple dwelling unit buildings and other locations to which Franchisee cannot legally obtain access; provided, however, that Franchisee may refuse to provide cable service when (i) it is not economically feasible to do so, (ii) when it is unable pursuant to normal industry practice to obtain necessary programming, real property or other access rights, (iii) when its prior service, payment, or theft of service history with a Person has been unfavorable, or (iv) pursuant to a written waiver by the Council or its designee. As used herein, “economically feasible” shall mean that there are at least thirty (30) unserviceable occupied homes per mile of cable television distribution plant and that the area is within or contiguous to the CATV System as it exists on the date hereof. The distance to be included in determining the thirty (30) unserviceable occupied homes per mile shall be based upon a measurement from the outermost extremity of the CATV System as it exists on the date hereof through and measured along the utility easement now laid out or dedicated to the location requesting service. Notwithstanding anything to the contrary contained in this Section 6-1, Franchisee is not obligated to extend service to residences beyond 300 aerial feet or 150 underground feet from the CATV System. Isolated residences requiring more than a standard 300 foot aerial drop or 150 foot underground line may be provided at a premium installation rate if such service has been requested by the resident. Franchisee may request advanced payment for such installation.

SECTION 7. ~~OPERATION AND MAINTENANCE OF SYSTEM~~CUSTOMER SERVICE STANDARDS; BILLING.

- 7-1 Franchisee shall have a publicly listed toll-free telephone number and be operated so as to receive Subscriber complaints and requests during normal business hours. Franchisee shall investigate and promptly resolve customer complaints regarding quality of service or service outages.
- 7-2 ~~Franchisee shall comply with all FCC regulations regarding customer service requirements.~~

Customer Service Standards

A. The Franchisee shall comply in all respects with the customer service requirements established by the FCC. Franchisee shall be subject to the following customer service standards consistent with 47 U.S.C. §§ 76.309, 1602, 1603, 1618 and 1619:

1. Franchisee will maintain a local, toll-free, or collect telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

a. Trained representatives will be available to respond to customer telephone inquiries during normal business hours.

b. After normal business hours, the access line may be answered by a service or automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained representative on the next business day.

2 Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions as measured on a quarterly basis.

3. The cable operator will perform surveys to measure compliance with the telephone answering standards.

4. Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

5. Installations, Outages, and Service Calls. Under Normal operating conditions, each of the following four standards will be met no less than 95 percent of the time as measured on a quarterly basis.

a. Standard installations will be performed within seven business days after an order has been placed. "Standard" installations are those that are within 125 feet of the existing distribution system.

b. Excluding conditions beyond the control of Franchisee, the Franchisee will begin working on service interruptions promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Franchisee must begin actions to correct other service problems the next business day after notification of the service problem.

c. The "appointment window" alternatives for installations, service calls and other installation activities will either be at a specific time or, at maximum, a four-hour time block during normal business hours. Franchisee may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.

d. Franchisee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If a Franchisee

representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled as necessary, at a time which is convenient for the customer.

7. Communications between Franchisee and subscribers.

Notification to subscribers. Franchisee shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- i. Products and services offered.
- ii. Prices and options for programming services and conditions of subscription to programming and other services.
- iii. Installation and service maintenance policies.
- iv. Instructions on how to use the cable service.
- v. Channel positions of programming carried on the system.
- vi. Refund policy: and,
- vii. Billing and complaint procedures, including the office hours, address and telephone number of the local cable office.

B. Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, Franchisee shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by this section.

Notwithstanding any other provision of Part 76 of the FCC Cable Television Regulations, Franchisee shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, state, or franchising authority on the transaction between a cable operator and the subscriber.

C. Billing.

1. Bills will be clear, concise, and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and

equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates, and credits.

2. In case of a billing dispute, Franchisee must respond to a written complaint from a subscriber within thirty (30) days.

3. Refund checks will be issued promptly, but not later than either:

a. The customer's next billing cycle following resolution of the request, or thirty (30) days, whichever is earlier, or

b. The return of the equipment supplied by a cable operator if service is terminated.

4. Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

5. Franchisee, shall for the term of the cable franchise, maintain an office within the franchise area (or within 30 minutes' drive of franchise area) for, at minimum, the payment of bills, delivery and return of subscriber equipment, requests for installation, disconnection, and reinstatement of cable service, addressing of subscriber inquiries, and receipt of subscriber complaints.

6. Franchisee shall provide parental control devices to all subscribers who wish to be able to cut out any objectionable channel(s) of programming from the cable service entering the subscriber's home.

7. Franchisee shall maintain and provide to the locality a log of all subscriber complaints indicating the action taken by the cable operator.

SECTION 8. RULES AND REGULATIONS GOVERNING OPERATION.

Franchisee shall render its service in accordance with all applicable laws governing the operation of its system.

SECTION 9. COMPLIANCE WITH THE COMMUNICATIONS ACT AND THE RULES AND REGULATIONS OF FEDERAL COMMUNICATIONS COMMISSION.

Franchisee and the Issuing Authority shall, at all times, comply in all material respects with the provisions of the Communications Act, 47 U.S.C. §521 *et seq.*, and the Rules and Regulations promulgated by the FCC, as the same may be amended from time to time, with respect to the operation of the System. This obligation shall include adherence in all material aspects by Franchisee to the Rules and Regulations of the FCC with respect to technical and engineering specifications involved in the construction of CATV systems and signal carriage therein and adherence in all material respects by the Issuing Authority with the obligations applicable to a "Issuing Authority" under, 47 U.S.C. §521 *et seq.*

SECTION 10. SERVICE TO LOCAL GOVERNMENT, FIRE DEPARTMENT, RESCUE SQUADS AND PUBLIC SCHOOLS.

Upon request from the Issuing Authority, Franchisee shall install at no cost one (1) standard cable television service drop connecting one (1) television outlet for the reception of Basic Service and the next most widely distributed service tier in each of the Issuing Authority’s municipal buildings, public schools, [police and fire department main building and rescue squad main building located within one hundred twenty-five \(125\) feet of the Franchisee’s aerial distribution system set outlined in Exhibit \(1\).](#) Such service to such outlets shall be provided at no cost. Connections to additional television outlets within such buildings set forth on Exhibit (1) will be billed in accordance with Franchisee’s published installation charges or if custom work is required, at time and materials. If the Issuing Authority requests that a particular municipal facility receive either a cable drop which exceeds 125 feet in length and/or an underground installation, Franchisee may charge the Issuing Authority the actual difference between Franchisee’s cost of installing a 125-foot above-ground drop and Franchisee’s actual cost of installing the drop as requested by the Issuing Authority.

SECTION 11. CHANGES TO RATES OR SERVICES.

Franchisee shall provide Subscribers and the Issuing Authority with notice of changes to its cable services or rates in accordance with FCC rules and regulations [and pursuant to the applicable terms of this Agreement.](#)

SECTION 12. EMERGENCY USE OF FACILITIES.

Franchisee shall comply with all applicable FCC rules regarding the Emergency Alert System (“EAS”). In accordance with Federal or State regulations, such persons authorized by the Council or Issuing Authority Administrator shall have the ability to activate the EAS in the event of any emergency or disaster.

[Franchisee shall maintain the EAS and shall periodically upgrade the EAS at the Franchisee’s sole expense to ensure that the EAS technology remains consistent and compatible with prevailing technology and applicable law.](#)

SECTION 13. OTHER BUSINESS ACTIVITIES.

This Franchise authorizes only the operation of a CATV System as provided for herein, and does not take the place of any other franchise, license, or permit which might be required by law of Franchisee.

SECTION 14. PROMULGATION OF RULES.

Franchisee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the proper operation of the CATV System, and to assure an uninterrupted service to each and all of its Subscribers; provided, however, that such rules, regulations, terms and conditions shall not violate provisions hereof or the laws of the Issuing Authority ([Town of Bowling Green](#)), [Middlesex-Caroline](#) County, the Commonwealth of Virginia, or the United States.

SECTION 15. SAFETY REQUIREMENTS.

- 15-1 Franchisee shall at all times employ ordinary care and shall install and maintain commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisance to the public.

[Town of Bowling Green, Virginia – Breezeline Renewed Cable Franchise Agreement](#)
[Page 9 of 18](#)

- 15-2 Franchisee shall install and maintain its wires, cables, fixtures, and other equipment in accordance with the requirements of the National Electric Code and the National Electrical Safety Code, and in such manner that they will not interfere with any installation of the Issuing Authority or of a public utility serving in the Issuing Authority.
- 15-3 All structures, and all lines, equipment and connections in, over, under and upon streets, sidewalks, alleys, and public ways and places of the Issuing Authority, where ever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair.

SECTION 16. CONDITIONS OF STREET OCCUPANCY.

- 16-1 Use. All transmission and distribution structures, lines and equipment erected by Franchisee or used on other poles or facilities within the Issuing Authority shall be so located as to cause minimum interference with the proper use of streets, alleys and other public ways and places and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys, or other public ways and places.
- 16-2 Restoration. In case of any disturbance of pavement, sidewalk, driveway or other surfacing, Franchisee shall, at its own cost and expense and in a manner approved by the Issuing Authority ~~Administrator~~ Town Manager or ~~his or~~ her duly appointed agent, replace and restore all paving, sidewalk, driveway or surface of any street or alley disturbed in as good conditions as before said work was commenced. If such repairs are not promptly made by Franchisee in the time and manner prescribed by the Issuing Authority ~~Administrator~~ Town Manager or ~~his or~~ her agent, the Issuing Authority shall make such repairs as it deems necessary and charge the same to Franchisee.
- 16-3 Relocation. In the event that at any time during the period of this Franchise the Issuing Authority shall lawfully elect to alter, or change the grade of any street, alley or other public way, or to alter, change, or install public utilities, Franchisee, upon thirty (30) days advance notice by the Issuing Authority, shall remove, replace and relocate its poles, wires, cables, and underground conduits, manholes and other fixtures at its own expense; provided, however, in requiring Franchisee to remove, replace and/or relocate its equipment, the Issuing Authority shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated utility (i.e. if other similarly situated utilities are reimbursed for the cost associated with such removal, replacement and/or relocation, Franchisee shall also be reimbursed). If an emergency exists, the Issuing Authority shall give Franchisee the earliest possible notice.
- 16-4 Placement of Fixture. Franchisee shall not place poles or other fixtures where the same will interfere with any gas, electric or telephone fixture, water hydrant, or water and sewer mains, and all such poles or other fixtures placed in any street or otherwise shall be placed within the designated easements for such use and then in such a manner as not to interfere with the usual travel on said streets, alleys and public ways; all to be approved by the Issuing Authority ~~Administrator~~ Town Manager, or ~~his or~~ her duly appointed agent and in accordance with existing Issuing Authority policy.

- 16-5 Temporary Removal of Wire for Building Moving. Franchisee shall, at the request of any person holding a building moving permit issued by the Issuing Authority, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the Person requesting the same, and shall not exceed the actual costs of Franchisee. Franchisee shall have the authority to require such payment in advance. Franchisee shall be given no less than ninety (90) days advance notice to arrange for such temporary wire changes.
- 16-6 Tree Trimming. Franchisee shall have the authority to trim trees upon an overhanging street, alley, sidewalk or public place of the Issuing Authority so as to prevent the branches of such trees from coming into contact with the wires and cables of Franchisee at the expense of Franchisee.

SECTION 17. PREFERENTIAL OR DISCRIMINATORY PRACTICES PROHIBITED.

Franchisee shall not, as to rates, charges, service facilities, rules, regulations or in any other respect, make or grant any preference or advantage to any Person, provided nothing in this Franchise shall be deemed to prohibit the establishment of a graduated scale of charges, nor shall it be deemed to prohibit Franchisee from offering discounts for bundled services or offering inducements meant to attract new customers or to sell additional services to existing customers, nor shall it be deemed to prohibit Franchisee from giving free service to Issuing Authority's municipal buildings, public schools, police or fire department main building and rescue squad main building, or for any other public use.

SECTION 18. PAYMENTS OF COMMUNICATIONS SALES AND USE TAX/EQUIPMENT SHELTER LEASE.

- 18-1 Communications Sales and Use Tax. Pursuant to Virginia Code § 58.1-648, and Virginia Code § 15.2-2108.1:1, Franchisee shall collect the applicable Communications Sales and Use Tax, which shall be remitted to the Commonwealth of Virginia.
- 18-2 Gross Revenue. Upon written request of the Issuing Authority provided to Franchisee, Franchisee shall provide a summary report detailing the calculation of the payments made by Franchisee pursuant to Section 18-1. Such a request may be made no more than once a year by the Issuing Authority, and such request may only relate to the year immediately preceding the date of the request.

Payment of Franchise Fee to Town. In the event that the Communications Tax is repealed and no successor state or local tax is enacted that would constitute a franchise fee for purposes of 47 U.S.C. § 641, as amended, Franchisee shall pay to the Issuing Authority a Franchise fee of five percent (5%) of annual Gross Revenue, beginning on the effective date of the repeal of such tax (the "Repeal Date"). In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than thirty (30) days following the end of each calendar quarter. Should Franchisee submit an incorrect amount, Franchisee shall be allowed to add or subtract that amount in a subsequent quarter, but no later than ninety (90) days following the close of the calendar year for which such amounts were applicable.

18-3 Use of Town Property for Equipment Shelters. Franchisee has been and may continue to use certain Town property, upon the Town Manager's approval, for the installation and placement of shelters to house and operate certain equipment required for its system. As of the date of this Renewal Agreement, Franchisee is using Town property designated as Tax Map Parcel No. 43A2-A-51 for such purpose. Franchisee agrees to pay Town and annual amount of \$7,000 for each such equipment shelter (total annual amount of \$14,000 as of the date of this Renewal Agreement) located on Town- property.

SECTION 19. TERMS OF FRANCHISE.

The Franchise and rights herein granted under the provisions of this Franchise shall take effect and be in force from after the final passage-approval thereof, as provided by law and upon filing of the acceptance and all other instruments required herein by Franchisee with the Issuing Authority Administrator, Town Manager and shall continue in force and effect for a term of fifteen (15) years after the effective date of this Franchise. The parties agree that any proceedings undertaken by the Issuing Authority that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the 1992 Cable Act, as amended. Upon expiration or termination of the Franchise, Franchisee shall be afforded a six (6) month period to sell or otherwise dispose of the CATV System located in the Issuing Authority. During the six (6) month period, Franchisee shall operate the CATV System in accordance with this Franchise. At the expiration of the six (6) month period, Franchisee has the right to remove its facilities in the Issuing Authority within a reasonable time.

SECTION 20. TRANSFER OF FRANCHISE.

There shall be no assignment of Franchisee's Franchise, in whole or in part, by Franchisee without the prior consent of the Issuing Authority.

- 20.1 The Franchisee shall make written application to the Franchise Authority of any transfer, majority change in control or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Franchise Authority shall have thirty (30) days from the receipt of FCC Form 394 to notify Franchisee of any additional information it needs to make an informed decision on the transfer or assignment. The Franchise Authority shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment. No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Franchisee. Any consent by the Franchise Authority for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement unless such one hundred twenty (120) day period shall have elapsed.
- 20.2 Exception. This Section shall not apply to any sale, assignment or transfer to one or more purchasers, assignees or transferees controlled by, controlling, or under common control with, Franchisee, and Franchisee shall be permitted to affect any such sale, assignment or transfer without prior notification to the Franchise Authority.

SECTION 21. SIGNAL QUALITY REQUIREMENTS; SERVICE TO BE PROVIDED.

- 21-1 Franchisee shall engineer, install, maintain, operate and equip the CATV System herein provided so as to meet the technical standards of the FCC.
- 21-2 Franchisee shall demonstrate by instruments and otherwise to Issuing Authority, upon request, that a signal of adequate strength and quality is being delivered.
- 21-3 The channel line ups are subject to change with appropriate notice, per federal requirements.

SECTION 22. TERMINATION.

- 22-1 Subject to Section 23, the Issuing Authority may terminate the Franchise granted under this Franchise Agreement in case of material noncompliance by Franchisee. Material noncompliance shall include: (i) a material violation by Franchisee of any term, condition, or provision of this Franchise Agreement that remains uncured within the applicable cure period; (ii) failure of Franchisee to comply with any reasonable, material provision of any applicable Franchise Agreement [or the applicable mandatory requirements of 47 U.S.C. §§ 521-573 or any regulations promulgated thereunder](#); (iii) Franchisee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt, or there is a notice of prospective foreclosure or other judicial sale of all or a substantial part of the CATV System; (iv) Company abandons the CATV System; or (v) Company fails to operate the CATV System for a period of 30 days.

SECTION 23. TERMINATION PROCEDURES.

If the Issuing Authority seeks to terminate this Franchise under Section 22, the Issuing Authority shall follow the procedures in this section.

- 23-1 Notice of Complaint. The Issuing Authority shall provide Franchisee with written notice describing with reasonable specificity the alleged noncompliance.
- 23-2 Opportunity to Cure. Franchisee shall have sixty (60) days from receipt of written notice to cure the alleged noncompliance. If Franchisee cures the alleged noncompliance within the sixty (60)-day period, the Issuing Authority shall provide Franchisee with written notice withdrawing the complaint.
- 23-3 Public Hearing. If Franchisee fails to cure the alleged noncompliance within the sixty (60)-day cure period, or if Franchisee provides the Issuing Authority with written notice disputing the complaint, and the parties fail to otherwise resolve the matter, the Issuing Authority shall schedule a public hearing on the alleged noncompliance. At the public hearing, Franchisee may present testimony, cross-examine witnesses and deliver to the Council all evidence relevant to Franchisee's defense. At the conclusion of the public hearing, the Council may dismiss the complaint, defer action, order appropriate sanctions, or terminate the Franchise in accordance with this section.

- 23-4 **Termination.** The Issuing Authority may, after a duly noticed public hearing, terminate the Franchise for material and willful continuing noncompliance by Franchisee. If Franchisee contests the termination in a court of competent jurisdiction, Franchisee may operate the CATV System in accordance with this Franchise Agreement while the case is pending.

SECTION 24. UNAUTHORIZED RECEPTION OF SERVICE; TAMPERING.

It shall be unlawful for any Person without Franchisee's consent to willfully tamper with, remove or injure any of the CATV System. It shall be unlawful for any Person to make or use any unauthorized connection to any part of the CATV System. Any Person that violates this Section 24 regarding theft of service shall be guilty of a misdemeanor and punished by a fine not to exceed \$500.00 for each occurrence or imprisonment for a term not to exceed 90 days or both, such fine and imprisonment as may be imposed by a court of competent jurisdiction.

SECTION 25. INSPECTION OF FACILITIES

- 25-1 A Franchisee shall comply with all applicable federal, state and local construction and engineering codes and regulations, currently in force or hereafter applicable, to the construction, operation or maintenance of its cable system within the Issuing Authority. The Issuing Authority shall have the right to review a Franchisee's construction plans and specifications to ensure compliance with the required standards. After construction has been completed, the Issuing Authority shall have the right to inspect all construction or installation work performed pursuant to the franchise and to conduct any tests it deems necessary to ensure compliance with the terms of this Agreement and all applicable federal, state and local building and engineering codes. However, the Issuing Authority shall not be required to review or approve construction plans and specifications. The Franchisee shall be solely responsible for taking all steps necessary to ensure compliance with applicable standards and to ensure that its cable system is installed in a safe manner and pursuant to the terms of the franchise and applicable law.

SECTION 256. MISCELLANEOUS.

- 256-1 **Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof it being the intent now hereby declared that this Franchise would have been adopted even if such unlawful, unconstitutional or void matter had not been included therein.
- 256-2 **Force Majeure.** Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Franchise Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of Franchisee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor utility poles to which the CATV System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary. Furthermore, the parties hereby agree that it is not the Issuing Authority's intention to subject Franchisee to penalties, fines, forfeitures or revocation of this Franchise for violations of this Franchise Agreement where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers, or where strict performance

would result in practical difficulties and hardship to Franchisee which outweigh the benefit to be derived by the Issuing Authority.

256-3 Notices. Notices under this Franchise Agreement shall be in writing and shall be deemed given delivery by hand delivery, certified mail return receipt requested, or overnight courier to the following addresses:

To the Issuing Authority:

Town of Bowling Green
117 Butler Street
PO Box 468
Bowling Green, VA 22427
Attn: Town Manager

With a copy to:
Jeff Gore, Bowling Green Town Attorney
Hefty Wiley & Gore, P.C.
100 W. Franklin Street, Suite 300
Richmond, VA 23220

To Franchisee:

Breezeline
126 Urbanna Road
P.O. Box 1147
Saluda, VA 23149
Attn: General Manager

With copy to:

Breezeline
3 Batterymarch Park
Suite 200
Quincy, MA 02169
Attn: General Counsel

A party may designate other addresses for providing notice by providing notice in writing of such addresses.

26-4 Entire Agreement. This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Issuing Authority and the Franchisee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

26-5 Governing Law and Venue. This Franchise Agreement shall be deemed to be executed in the Commonwealth of Virginia, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the Commonwealth of Virginia, as applicable to contracts entered into and performed entirely within the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this agreement shall lie in the courts of the County of Caroline, Virginia and such litigation shall be brought only in such courts.

26-6 Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Issuing Authority and the Franchisee, which amendment shall be authorized on behalf of the Issuing Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

26-7 No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

(Signature Page to follow)

~~ENACTED AND ORDAINED~~APPROVED BY THE TOWN COUNCIL OF BOWLING GREEN,
VIRGINIA this

_____ day of _____, ~~2023~~2024.

Accepted and agreed to:

TOWN OF BOWLING GREEN, VIRGINIA

By: _____

Print: Mark Gaines_____

Title: Mayor_____

Date: _____

ATTEST:

Town Clerk

Accepted and agreed to:

**COGECO US (DELMAR), LLC
d/b/a BREEZELINE**

By: _____

Print: Leslie J. Brown_____

Title: SVP & General Counsel_____

Date: _____

Exhibit 1

Courtesy Cable Service Locations

Town of Bowling Green Administration Building/Town Hall
117 Butler Street
Bowling Green, VA 22427

Town of Bowling Green Police Department
107 Butler Street
Bowling Green, Va 22427

Caroline County Administration Building
212 North Main Street

Caroline County Fire & Rescue
130 Courthouse Lane #A

Caroline County 911 Center
108 Courthouse Suite B

School Board Office
16261 Richmond Turnpike

Caroline County Sherriff Office
118 Courthouse Lane



Town Council Memorandum

TO: The Honorable Mayor and Town Council
FROM: India Adams-Jacobs, Town Manager
COPY: Tina Staples, Finance Director/Treasurer
SUBJECT: CIP Item- Town Hall Rehabilitation
DATE: August 1, 2024

SUMMARY:

As part of this FY25 budget process, the Town Staff identified the need to rehabilitate the Town Hall. At this time, the staff is requesting authority to proceed with the rehabilitation of the Town Hall as proposed during this budget process. This will include remediation of the interior of the Town Hall, door repair/replacements with necessary safety enhancements, and floor refinishing.

ALTERNATIVES:

Alternatives could include forgoing work on rehabilitation, which will only lead to increased deferred maintenance costs associated with the facility.

FISCAL IMPACT:

The rehabilitation will not exceed the budgeted ARPA monies for this project, which are \$104,827 (see attachment). Currently, this facility is generating approximately \$25,000 annually through rentals. Within the last few months, Town Staff have received numerous complaints regarding the building conditions, which could deter future rentals and result in a loss of revenue.

RECOMMENDATION:

Town staff recommend proceeding with town hall rehabilitation.

DRAFT MOTION:

I move that the Town Council authorize the Town Manager to proceed with the Town Hall rehabilitation CIP project and authorize ARPA funding in the amount of \$104,827.

**Town of Bowling Green
Capital Improvement Plan
2025-2029**

	Funded By	2025	2026	2027	2028	2029	Total
General Fund Projects							
Public Works & Parks							
Town Hall Rehabilitation	ARPA (Federal)/Town	\$ 104,827					\$ 104,827
Keystone Financial Management System Implementation Phase	ARPA (Federal)	\$ 55,000					\$ 55,000
Community Park (Town Green) Playground Revitalization	Grant						
Total Public Works & Parks		\$ 159,827	\$ -	\$ -	\$ -	\$ -	\$ 159,827
Police							
Police Patrol Vehicle Replacement	Grant		\$ 20,000				\$ 20,000
Cage, Firearems, Safety Equipment	ARPA (Grant/State)	\$ 10,000					\$ 10,000
Total Police		\$ 10,000	\$ 20,000	\$ -	\$ -	\$ -	\$ 30,000
Total General Fund Supported Projects		\$ 169,827	\$ 20,000	\$ -	\$ -	\$ -	\$ 189,827
Enterprise Fund Projects							
Water Fund							
Water System Replacements & Upgrades	ARPA (Federal)	\$ 120,000					\$ 120,000
Well # 4 Replacement- Cedar Lane	Grant/Town				\$ 275,000		\$ 275,000
Well #5 Modification- Broaddus Ave	Grant/Town			\$ 150,000			\$ 150,000
Truck- F150	Grant		\$ 45,000				\$ 45,000
Total Water Fund		\$ 146,000	\$ 45,000	\$ 150,000	\$ 275,000	\$ -	\$ 616,000
Sewer Fund							
Main Street Line Replacement				\$ 1,500,000			
Wastewater Treatment Plant Upgrade-Phase I	Grant/Town		\$ 500,000				\$ 500,000
Wastewater Treatment Plant Upgrade-Phase II	Grant/Town						\$ -
Total Sewer Fund		\$ 50,000	\$ 500,000	\$ 1,500,000	\$ -	\$ -	\$ 550,000
Total Enterprise Fund Supported Projects		\$ 196,000	\$ 545,000	\$ 1,650,000	\$ 275,000	\$ -	\$ 1,166,000
Capital Improvement Plan Total							\$ 1,355,827



Town Council Memorandum

TO: The Honorable Mayor and Town Council
FROM: India Adams-Jacobs, Town Manager
COPY: Jeff Gore, Town Attorney
SUBJECT: Leak Adjustment Policy for the Water/Sewer System
DATE: August 1, 2024

SUMMARY:

- The Town's Code does not currently contain a leak adjustment policy for the water or sewer fund. It is essential policy so that the Town can offer relief to the residents if they have an unfortunate water leak beyond their control.
- Currently without a leak adjustment policy the staff is required to have the customers pay their bills in full, even under extraordinary circumstances.

Proposed Policy

- Adjustment of bill in case of leaks. When a water leak develops either in a customer's underground service line or within the structure of the water customer and the property owner or tenant could not have, by the use of ordinary diligence, discovered such leak, the Finance Director/Town Treasurer and or Town Manager, may adjust the bill by giving credit for the amount above the historic usage, to be determined by averaging the four (4) previous utility bills. The Town shall issue such credit once the leak has been repaired and if the water consumption exceeds 100 percent (100%) of the customer's average water bill. The customer shall present confirmation to the Finance Director/Town Treasurer and Town Manager prior to the due date of said bill that the leak has been repaired. The average water usage shall be based upon the average of the four (4) previous billing periods. Only one leak adjustment to the water bill shall be made per property within a one-year period.
- Adjustment of bill in case of toilet or fixture leaks. No credit on the sewer portion of the bill shall be given for faulty toilets, leaking faucets or other interior fixtures; any other leak that results in discharge into the sanitary sewer system.

ALTERNATIVES:

There are no alternatives to a policy as it is a best practice for utility systems.

FISCAL IMPACT:

The fiscal impact is unknown at this time.

RECOMMENDATION:

Staff recommends that Town Council approve the proposed policy direction as outlined above.

DRAFT MOTION:

I move that the Council approve the leak adjustment policy as outlined above and presented by Town Finance Director/Treasurer and Town Manager effective August 1, 2024.



Town Council Memorandum

TO: The Honorable Mayor and Town Council
FROM: Jamie Silveus, WWTP Operator/IES; Mark Inboden, CEO
COPY: India Adams-Jacobs, Town Manager; Tina Staples, Finance Director/Treasurer
SUBJECT: WWTP Procurement Request- SC4500 Controller
DATE: August 1, 2024

SUMMARY:

This SC4500 Controller is necessary for the effective and efficient operations at the wastewater treatment plant. It is necessary because over aeration or under aeration can cause significant treatment issues such as what was noted before the involvement of Inboden Environmental Services i.e. Solids Bulking, solids not settling, non-compliant quality effluent.

ALTERNATIVES:

The alternative would be to not procure this item and the results would be Reformation of Filamentous Bacteria and/or sludge bulking in the clarifier which would greatly increase the risk of solids discharging from the final effluent to the receiving stream, which would put the Town in jeopardy of violations and fines incurred through the state of Virginia Department of Environmental Quality.

FISCAL IMPACT:

The fiscal impact projected for this agreement is a revenue for the Town of approximately \$11,300.

RECOMMENDATION:

IES, the town's water and wastewater operator recommend that Town Council vote to authorize the Town Manager to proceed with the procurement of this item as expeditiously as possible to help prevent solids discharge to the receiving stream and increase the potential of satisfactory and successful operations of the Towns Wastewater Treatment Plant.

DRAFT MOTION:

I move that the Town Council authorizes the Town Manager to proceed with procurement of this component for the wastewater treatment plant for an approximate total of \$11,300 to be expended from the sewer fund.